



## CITY OF PATASKALA PLANNING AND ZONING COMMISSION

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

### STAFF REPORT

September 4, 2019

#### Rezoning Application ZON-19-003

<b>Applicants:</b>	Grand Communities, LLC.
<b>Owner:</b>	Columbus Metro Equities
<b>Location:</b>	Unimproved property at 6031 Summit Rd SW
<b>Acreage:</b>	84.18 acres
<b>Zoning:</b>	R-87 – Medium-Low Density Residential
<b>Request:</b>	Requesting approval of a Preliminary Plan for the 211-lot Planned Development District “Sage Pointe” pursuant to Section 1255.19 of the Pataskala Code.

#### Description of the Request:

The applicant is seeking approval of a Preliminary Development Plan for the proposed Planned Residential Development “Sage Pointe”, a 211-lot residential subdivision on the unimproved +/- 84-acre property at 6031 Summit Rd SW.

#### Staff Summary:

The 84.18-acre property is currently zoned R-87 – Medium-Low Density Residential and used as an agricultural field. Access to the parcel is from two frontages: approx. 1,200-feet on Summit Road SW, and approx. 950-feet on Cleveland Road SW. Existing tree lines run the length of the north and east property lines, and along the property lines for the adjacent residential properties on Cleveland Road SW to the South-West. In addition, there is an approx. 880-foot tree line in the North-East Corner, and an approx. 7.5-acre tree stand near the center of the northern property line (All measurements taken using tools available on Licking County Auditor’s Online GIS).

This property has been previously considered for development into a residential subdivision. All proposed rezonings were not accepted by City Council. A short summary of the previous proposals is below:

	Deerfield Crossing (2001)	Villas of Terra Bella (2005)	Villas of Terra Bella (2007)
Units (Single-Family)	205	144	120
Density (du/ac)	2.43	1.70	1.42
Open Space (acres)	19.3	21.075	21.89
Proposed Rezoning	PDD (w/ R-7)	PDD (w/ R-15 & R-20)	PDD (w/ R-20)

The Applicant's proposal is to develop the property into a 211-lot Planned Residential Development. The 10-acres with frontage along Cleveland Road SW is to be dedicated to the Licking Heights School District for potential future development as a bus garage. Below is a general summary of the proposal:

Site Statistics:

- Number of Home Sites: 211
- Total Acreage: 84.18
- Acreage in Residential Lots: 35.58 (Subarea 'A')
- Open Space: 28.60
- Density: 2.51
- Acres Dedicated to Licking Heights: 10.00

Minimum Lot Sizes (Subarea 'A')

- Minimum Lot Width: 52-feet
- Minimum Lot Size: 52-feet x 120-feet (approx. 0.14-acres)

Setbacks

- Front: 25-feet minimum
- Side: 5-feet minimum (10-feet minimum between structures)
- Rear: 20-feet minimum

Access

- One boulevard-style entrance on Sage Pointe Avenue from Summit Road SW opposite Windward Drive. Boulevard to run from Summit Road SW to intersection with proposed Woodruff Drive. 10-foot wide median at the entrance off Summit Road SW with 11-feet of pavement on either side. Median terminates after approx. 90-feet into a two-way road with pavement width of 33-feet.
- One emergency access drive from Proposed Sage Pointe Avenue to Cleveland Road SW through the 10-acre dedication to Licking Heights School District, to be constructed by School District (or other potential entity) when development occurs on 10-acre parcel.
- Two stub streets: One North on the proposed Woodruff Drive, and One South on the proposed Lavender Lane.

Signage

- One Subdivision Identification Sign proposed inside the median on entrance to Sage Pointe Avenue.
- Hanging Sign, suspended from wood pergola with additional landscaping.
- Proposed sign will be inside the Right-of-Way.

Landscaping

- Street Trees are proposed at 50-foot spacing, with 7 varieties of tree species.
- Existing tree lines to the North, East, South-West, and tree stand in the North to be preserved excepting Dead/Diseased trees and where development will be taking place. Some not in reserve.
- 78 trees being removed, 220 replacements required, 280 total being installed in Reserve's 'A' and 'B', as well as one tree per lot.
- 6 to 7-foot high mounding between detention basins and home sites in Reserve's 'A' and 'B' with additional landscaping on top.
- 4-foot wide gravel path in Reserve 'D' with a proposed "Tot Lot".
- Three 4-foot wide paths in Reserve 'E'



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

**From March 6, 2019 PZC Hearing:**

Planning and Zoning (Full Comments Attached):

The Future Land Use Map designates this property as Medium Density Residential (R-20), which would be an approximately 0.46-acre lot minimum. The current proposed minimum lot size is +/- 0.14-acre. With a total site acreage of 84.18-acres, and using the R-20 minimum lot size, the allowable density for this property would be approximately 2.17 units/acre, or 183 units. The Applicant is proposing 2.51 units/acre and 211 units; Therefore, the proposed rezoning is *not* in line with the current Comprehensive Plan.

The Applicant's submitted site plan will require several divergences that were not requested, they are as follows:

1. 1255.10(a)(1): To allow for a higher density than the base zoning classification
2. 1255.10(g): To allow for less than 16-feet between structures.
3. 1255.10(b)(1): To allow for less open space than the 35% required.
4. 1295.09(b)(8): To allow for the subdivision identification sign to exceed the maximum height of 6-feet.

A full list of comments from Planning and Zoning Staff is attached.

City Engineer (Full Comments Attached):

1. The combined length of Woodruff Drive and Lemon Grass Court exceed the 500' cul-de-sac length as per table 1 Section 1117.10
2. The radius of Woodruff Drive and Lemon Grass Court, Sage Point Avenue and Wild Mint Way, and Lavender Lane and Wild Mint Way do not meet the 150' minimum radius per table 1 Section 1117.10
3. The typical boulevard section does not meet requirements of Section 1117.11
4. A full engineering review of the Storm water management report will be completed with the engineering plan review

Public Service Director (Full Comments Attached):

1. Plat and construction plan review is in progress.
2. "Eyebrow" curve design does not meet minimum street radius requirements and are not preferred for plowing operations.
3. 5' side yard and 10' rear yard easements should be included in accordance with current City policy.
4. Saffron Cove needs "Court" added to name.
5. Extension to the north on Woodruff Dr. is not needed.
6. Confirmation is needed that there are no wetlands on this site.
7. Storm sewer system
  - a. Extensive rear yard storm lines and inlet structures will be difficult for the City to maintain and should be redesigned to minimize future conflict of maintenance cost to the City and inconvenience to residents.

- b. Storm sewer location appears to conflict with tree preservation zone. In some locations it does not appear that it will be feasible to construct the storm sewer and preserve the trees.
- 8. No parking will be required on hydrant side of street with street widths as shown.
- 9. Boulevard Entrance
  - a. No parking either side of Sage Point Avenue between Summit Road and Woodruff Drive.
  - b. Proposed pavement widths of Boulevard entrance are not acceptable.
- 10. Sage Point Avenue between Woodruff Drive and Lavender Avenue
  - a. Shall be 33' minimum pavement width.
  - b. Shall have typical cross section that matches the 33' pavement width.
- 11. Emergency Access Drive
  - a. Access drive as shown within Sage Point development is acceptable.
  - b. Emergency access drive across property to the south must be installed to Fire Dept. specifications for emergency access as part of the Sage Point development.
  - c. Full access drive between the Sage Point development and Cleveland Road shall be installed by the developer of the property to the south when it develops.
  - d. Provide typical section for access drive.

West Licking Joint Fire District (Full Comments Attached):

- 1. Prior to Phase 3 beginning, Emergency Access road shall be constructed.
- 2. Emergency Access road shall be marked per Fire District regulations Section L.
- 3. Relocate hydrant on Woodruff Drive to within 50-feet of intersection.
- 4. Relocate hydrant on Saffron Cove with within 50-feet of intersection.
- 5. All Cul-de-Sacs are to be 96-feet diameter per Fire Code with posted "No Parking" signs.
- 6. All streets 28-feet width or less to have "No Parking" signs on the hydrant side of the street.

Licking Heights Local Schools

The Superintendent, Dr. Wagner, submitted a letter indicating that while he cannot endorse the project on behalf of the schools, he would not oppose the project. Dr. Wagner's full comments can be found in the attached letter.

**September 4, 2019 PZC Hearing:**

Planning and Zoning Staff

The Application was tabled at the March 6, 2019 PZC hearing and remained tabled at the request of the Applicant. Revised plans have been submitted for the September 4, 2019 Hearing. Planning and Zoning staff has the following comments:

Attached to this staff report is the list of Staff comments on the March 6, 2019 submittal. Comments which have been clarified are ~~struck through~~, remaining comments are un-struck, and additional Staff comments in **red**.

During review of the previous plans for the March 6, 2019 hearing, Staff found that several additional divergences beyond what the Applicant had requested were required. The Applicant has submitted responses to Staff comments which are attached to this Staff Report. In these responses, the Applicant

stated “Divergence Requested” however, some of those divergences were not listed in the Development Text, and none were listed on the Preliminary Plan.

The Applicant has requested the following Divergences:

1. Section 1117 (Table 1): To allow for the construction of three (3) “eyebrow” streets that does not meet the minimum street centerline radius of 150-feet.
2. Section 1117 (Table 1): To allow for the construction of a cul-de-sac that exceeds the maximum cul-de-sac length of 500-feet. Lemon Grass Court is approximately 830-feet.
3. Section 1283.05(a): To allow for the installation of street trees at 50-foot intervals as opposed to 30-foot.
4. Section 1283.07(c): Requires a 60-foot buffer perpendicular to the R.O.W. to be landscaped to the L5 standard. The Applicant is requesting a Divergence to place the L5 landscaping behind the front stormwater facilities, approximately 125-feet from the R.O.W.
5. Section 1295.09(b)(8): To allow for a subdivision entry sign to exceed the maximum height of 6-feet (proposed at 7.5-feet), and to be of a “hanging” type, as opposed to a monument style sign. Applicant also included language to exceed the maximum permitted sign square footage of 32-square feet, however this is not needed as the sign size is only determined by one face of the sign, given as 19-square feet, which is below the maximum allowable.

Additional Divergences that the Applicant will need are:

1. Section 1255.10(g)(2): To allow for less than 16-feet between structures
2. Section 1255.10(a)(1): To allow for density that exceeds the gross density as prescribed by the base zoning classification.
3. Section 1255.10(b)(1): To allow for more than 10% of the open space to be comprised of acreage designed for use by stormwater facilities (Currently at 14.4%).
4. Section 1255.10(b)(1): To allow for less than the 35% open space required.

A Divergence from Section 1255.10 is included in the Development Text; however, the language must be revised. Applicant included the 10-acres to be dedicated to the School District in their open space calculations, which pursuant to Section 1255.10(b)(2) is only applicable if the land is being retained as commons and public open space for parks, recreation, and related uses. Current discussion with the City was for a bus garage, which would not fall under this distinction.

City Engineer (Full Comments Attached):

1. As per previous comments, the majority of our comments will come as we review final construction plans. General comments will be presented for the current submittal.
2. Previous communications regarding stormwater (primarily concerns with drainage problems on abutting properties), and the Traffic Impact Study. Both of these issues will be better finalized at the time of construction plans.
  - a. We do note an emergency secondary access is now shown on the plans connecting to the school owned property. We believe this was what the city was requiring but would like to ensure the city is satisfied with what is now shown.
3. Please note that ‘divergences’ have been requested on these plans based on previous reviews. The city will need to ensure these are evaluated and considered moving forward.

4. The Storm Water Management Report indicates a 1 Year Critical Storm. This is unusual for a subdivision of this nature and we will want to evaluate this more deeply when the final plans and report are submitted. This should not impact the current submittal.
5. It appears the location of the sanitary sewer lines as shown will work with adequate spacing from the roads and building lines. This will continue to be evaluated with the final plans.

Public Service Director

1. Original comment #2
  - a. Eyebrows not per code and not preferred.
2. Original comment #5
  - a. Extension to the north still not needed.
3. Original comment #7
  - a. Storm sewer adjustments have been made, and any further considerations will be addressed during engineering plan review.
4. Original comment #10
  - a. 33' minimum pavement width shall be required.
5. Original comment #11
  - a. Emergency access drive across parcel to the south is called out as "Future Emergency Access Drive Extension." To be clear, this needs to be called out, and built as an emergency access to Fire Dept. standards. In the future, when that parcel develops, it will be required to be built to match the 24' B-B section that is on the Sage Pointe property property. Please revise the note such that this is clear.

Southwest Licking Community Water and Sewer District (Full Comments Attached):

Water:

1. A 12" water main would be required to be constructed on Sage Pointe Avenue from Summit Road and connect to the District owned elevated water storage tank located on Cleveland Road.

Sanitary:

1. Any development that includes the installation of a pump station to be maintained by the District shall provide a written analysis of options that were evaluated in an attempt to eliminate the need for the station. The District reserves the right to determine the need for the pump station and/or require the installation of a gravity sewer alternative.
2. The Sanitary sewer easements shall be a minimum of 20 feet in width.

West Licking Joint Fire District

1. Correction for our original comment number 2, please refer to the Fire Districts regulations section K not section L for the Fire Districts fire apparatus access road requirements.
2. The fire apparatus access road shall be maintained and marked per the Fire Districts regulations section K.
3. Per the Fire Districts regulations section K note e paragraph 2: All Cul-de-sacs shall have a minimum of 96' of unobstructed paved drivable surface, posted with signs that state "NO PARKING".
4. The emergency access road shall be constructed prior to the start of phase 4.
5. The Fire District requires a permit application be filled out and the plan review fee be paid in full prior to start of construction.
6. Attached to Fire District Comments is a copy of the Fire District's regulations and permit application.

**Surrounding Area:**

Direction	Zoning	Land Use
North	RR – Rural Residential	Vacant (Farm Field)
East	R-MH – Manufactured Home Residential R-87 – Medium-Low Density Residential	Summit Ridge Estates Single-Family Homes
South	R-87 – Medium-Low Density Residential M-1 – Light Manufacturing	Single-Family Homes Ohio Steel / Misc. Businesses
West	PDD – Planned Development District R-20 – Medium Density Residential	Glenbrooke Subdivision Single-Family Homes

**Preliminary Development Plan Approval:**

According to Section 1255.19 of the Pataskala Code, the Planning and Zoning Commission shall consider approval of a Preliminary Development Plan if the proposal:

- a) The proposed development advances the general health, and safety of the City of Pataskala and is consistent with the purpose and intent of the Zoning Code.
- b) The proposed development is in conformity with the Comprehensive Plan, and other adopted plans or portions thereof as they may apply and will not unreasonably burden the existing street network.
- c) The proposed development advances the general welfare of the City and immediate vicinity and will not impede the normal and orderly development and improvement of, and is otherwise compatible with, the surrounding areas.
- d) The proposed uses are appropriately located in the City so that the use and value of property within and adjacent to the area will be safeguarded.
- e) The proposed developments will have sufficient open space areas that meet the objectives of the Comprehensive Plan.
- f) That the benefits, improved arrangements, and the design of the proposed development justify the deviation from the standard development requirements included in the City of Pataskala Zoning Code.
- g) That there are adequate public services (e.g. utilities, fire protection, emergency service, etc.) available to serve the proposed development.
- h) The applicant's contributions to the public infrastructure are consistent with all adopted plans and are sufficient to service the new development.
- i) That the proposed development will not create overcrowding and/or traffic hazards on existing roads and/or intersections.
- j) That the arrangement of land uses on the site properly considered topography, significant natural features, and natural drainage patterns, views, and roadway access.
- k) That the clustering of development sites is shown to preserve any natural or historic features and provides usable common open space.
- l) The proposed road circulation system is integrated and coordinated to include a hierarchical interconnection of interior roads as well as adequate outer-connection of interior collector streets with off-site road systems, and to maximize public safety and to accommodate adequate pedestrian and bike circulation systems so that the proposed development provides for a safe, convenient and non-conflicting circulation system for motorists, bicyclists and pedestrians.
- m) That there are adequate buffers between incompatible land uses and the density, building gross floor area, building heights, setbacks, distances between buildings and structures, yard space, design and layout of open space systems and parking areas, traffic accessibility and other elements having a

bearing on the overall acceptability of the development plans contribute to the orderly development of land within the City.

- n) That the relationship of buildings and structures to each other and to such other facilities provides for the coordination and integration of this development within the Planned District and the larger community and maintains the rural-village character of Pataskala.
- o) The proposed architectural character is compatible with that of surrounding properties and promotes and enhances the community values expressed in the Comprehensive Plan.
- p) Adequate provision is made for storm drainage within and through the site so as to maintain, as far as practicable, usual and normal swales, watercourses and drainage areas.
- q) The proposed phasing of development is appropriate for the existing and proposed infrastructure and is sufficiently coordinated among the various phases to yield the intended overall development and to insure that public facilities and amenities are provided as planned.
- r) That any other items shown in the preliminary development plan or in the accompanying text be addressed to the Planning and Zoning Commission's satisfaction.

#### **Department and Agency Review**

- Zoning Inspector – No Comments.
- City Engineer – See Attached (03/06/19 and 09/04/19)
- Public Service Director – See Attached (03/06/19 and 09/04/19)
- SWLCSWD – See attached (03/06/19 and 09/04/19)
- Police Department – No Comments.
- West Licking Joint Fire District – See Attached (03/06/19 and 09/04/19)
- Licking Heights School District – See Attached (03/06/2019)

#### **Modifications:**

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

1. The Applicant shall address all comments from Planning and Zoning Staff, City Engineer, Public Service Director, and the West Licking Join Fire District.
2. The Planning and Zoning Commission shall approve the following divergences:
  - a. Section 1117 (Table 1): To allow for the construction of three (3) "eyebrow" streets that does not meet the minimum street centerline radius of 150-feet.
  - b. Section 1117 (Table 1): To allow for the construction of a cul-de-sac that exceeds the maximum cul-de-sac length of 500-feet. Lemon Grass Court is approximately 830-feet.
  - c. Section 1283.05(a): To allow for the installation of street trees at 50-foot intervals as opposed to 30-foot.
  - d. Section 1283.07(c): Requires a 60-foot buffer perpendicular to the R.O.W. to be landscaped to the L5 standard. The Applicant is requesting a Divergence to place the L5 landscaping behind the front stormwater facilities, approximately 125-feet from the R.O.W.
  - e. Section 1295.09(b)(8): To allow for a subdivision entry sign to exceed the maximum height of 6-feet (proposed at 7.5-feet), and to be of a "hanging" type, as opposed to a monument style sign. Applicant also included language to exceed the maximum permitted sign square footage of 32-square feet, however this is not needed as the sign size is only determined by one face of the sign, given as 19-square feet, which is below the maximum allowable.
  - f. Section 1255.10(g)(2): To allow for less than 16-feet between structures

- g. Section 1255.10(a)(1): To allow for density that exceeds the gross density as prescribed by the base zoning classification.
- h. Section 1255.10(b)(1): To allow for more than 10% of the open space to be comprised of acreage designed for use by stormwater facilities.
- i. Section 1255.10(b)(1): To allow for less than the 35% open space required.

**Resolution:**

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

“I move to recommend approval of Application number ZON-19-003 pursuant to Section 1255.19 of the Pataskala Code. (“with the following modifications” if modifications are to be placed on the approval).”



## CITY OF PATASKALA PLANNING & ZONING DEPARTMENT

621 West Broad Street, Suite 2A  
Pataskala, Ohio 43062

### ZON-19-003 “Sage Pointe” Planning and Zoning Review

September 4, 2019

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#### For September 4, 2019 PZC Hearing

The following comments are from the March 6, 2019 PZC Hearing.

#### General Comments:

1. ~~No parking shall be permitted on the hydrant side of the street, with signs posted stating such.~~
2. 5' easements will be required on side yards and 10' easements in the rear.
  - a. Applicant stated Easements will be provided at such time final utility locations have been determined and construction plans have been prepared.
3. 25' Tree Preservation Zone: Language on Plans states that trees may be removed to install stormwater utilities. No provisions for replacement are included. The City would prefer these areas to be in Reserves instead of a “Tree Preservation Zone”.
  - a. No language is provided for Tree Replacement in the Tree Preservation Zones. Again, City does not want these to be within lots.
4. ~~Indicate the width of the tree lawn on plans. City cannot determine appropriateness of Street Tree species for the size of the tree lawn.~~
5. ~~Include Signature and Date Lines for the Applicant on the Development Text.~~
6. Pursuant to Section 1255.10(g)(2) there shall be no less than 16-feet between buildings. With 5-foot side yard minimums the eventual homes will be less than 16-feet apart.
  - a. Applicant submitted responses to comments from previous hearing. Stated “Divergence requested” however it was not included in the development text or on the preliminary plan.
7. Pursuant to Section 1255.10(a)(1) tracts of land shall have the same applicable gross density of dwellings per acre, as prescribed by the base zoning classification. The Future Land Use map designates this property as Medium-Density Residential (R-10) which would be a density of 2.17 units/acre and a max. of 183 units.
  - a. A divergence must be requested from this restriction and added to the Development Text and Preliminary Plan to allow for a density of 2.6 units per acre.
8. All Divergences must be listed in the development text and on the Preliminary Plan itself.
9. Provide Staff with a redline copy of the development text showing what has been added/removed/edited from the previous iteration of the plan.

#### Preliminary Plan:

1. Page 1
  - a. Site Statistics: Open Space provided is 34.28%, Per Section 1255.10(b)(1) a minimum of 35% of the land developed must be preserved.
    - i. Note ‘\*\*’: Total Open Space occupied by Stormwater Management Facilities is 14.4% of the total open space. Per Section 1255.10(b)(1), No more than 10% of the open space requirement may be comprised of acreage designed for use by stormwater facilities.
      1. Applicant stated that “with the inclusion the 10 acres of open space to be provided to the Licking Heights School District, the amount of open space to be occupied by



stormwater facilities is 4.16 acres or 10.78%". However, as mentioned below, per Section 1255.10(b)(2) the 10 acres of land to be dedicated to the School District cannot be used towards the open space requirements. You may ask for a divergence for 14.4% of the open space being used towards stormwater retention, however, the 10 acres of land cannot be figured into this.

- ii. Also, per 1255.10(b)(1): No acreage associated with property perimeter setbacks may be counted towards open space. Please indicate the acreage associated with this in the Site Statistics table.
  - 1. Applicant stated that "Only reserve areas were included in the open space calculations". Some of the Reserve areas border property lines where the perimeter setback will apply. Please provide data to support, how much of the perimeter setback is within the open space areas?

b. ~~PDD Statistics: List Minimum Floor Area~~

2. Page 2

- a. Staff does not believe the stub on the North of Woodruff Dr. to be necessary.
  - i. ~~Stub is still provided.~~
- b. Boulevard Median:
  - i. ~~Please indicated length~~
  - ii. ~~Section 1117.11 requires a minimum of 14' each for traffic lanes (no parking permitted), only 11' is listed.~~
  - iii. ~~Section 1117.11 requires minimum median width of 14'.~~
  - iv. ~~Section 1117.11 requires two 5-foot sidewalks, two landscape buffers, and street trees. Please refer to above Section 1117.11 for requirements.~~
- c. ~~Per Section 1121.13 Driveways and curb cuts shall be located not less than 3 feet from the side lot line. Several lots on eyebrows/cul-de-sacs have proposed driveway locations that will fail to meet this.~~

3. Page 3

- a. Emergency Access: Shall be constructed with Phase 3, and later improved. Language on the note for the Emergency Access needs to be revised to reflect this and include specifications as to what standard the road will be improved too.
  - i. A typical section for the emergency access was included, however note still states that the emergency access will be constructed as such by the school or other entity when development occurs on that 10-acre parcel. The emergency access must be constructed in conjunction with Phase 4.
- b. ~~Lot 96 does not meet the minimum lot dimensions from the PDD Statistics Table on Page 1 (51' width as opposed to 52').~~
- c. ~~Per Section 1121.13 Driveways and curb cuts shall be located not less than 3 feet from the side lot line. Several lots on eyebrows/cul-de-sacs have proposed driveway locations that will fail to meet this.~~

Development Text

~~1. Density and Yield~~

- a. ~~Gives maximum homes of 215, plans list 211.~~

~~2. Density and Bulk Standards~~

- a. ~~Gives maximum homes of 215, plans list 211.~~

- b. Sub-Area Table value for minimum lot width should be 52' according to plans.
    - i. **Sub-area Table still gives minimum lot width of 50'.**
  - c. Subsection (2): Corner lots shall increase the side setback along the adjoining r.o.w. to ½ the minimum front setback. However, it appears on the plans that all corner lots have identical front and side setbacks on r.o.w. Please clarify this.
  - d. Add an additional note for minimum basement square footage (Code requires 600-square feet minimum).
    - i. **Note is still missing from development text. In addition, the minimum square footage of a single-family home without a basement is 1,450 s.f., table lists 1,400 s.f.**
- 3. Architectural Standards
  - a. ~~Subsection (1)(e): City Code allows for above-ground swimming pools and the City will not enforce a ban on them within a subdivision, consider adding language that requires HOA approval for accessory structures prior to installation.~~
- 4. Streets and Circulation
  - a. ~~Subsection (1)(d): States two stub streets have been provided to the north property. There is only 1.~~
  - b. **Typo: Subsection (1)(d): An emergency access drive from Sage Point Avenue to the School property line will be constructed during Phase 400, should be Phase 4.**
  - c. ~~Subsection (1)(v): Is this referring to minimum Cul-de-sac Radius (pavement) in Section 1117.10 (Table 1)? If so the minimum is 40'.~~
  - d. ~~Include language for sidewalks (4' minimum width, 4" depth).~~
- 5. Open Space and Landscaping
  - a. Subsection (1): Sub-area B cannot count towards minimum open space requirements. Per Section 1255.10(b)(2) the land must be "retained as common and public open space for parks, recreation, and related uses". Current discussion with City was for a bus garage, which would not fall under this distinction. Include language in Development Text stating what intention the land dedicated to the School District is for.
    - i. **Applicant stated, "Intended use language provided". However, none is found in the Development Text. It appears that the "Development Standards for The School Sub-Area" section was removed entirely. Text dedicated to address the School Sub-Area shall be provided.**
- 6. Mail Delivery
  - a. **Provide locations for the Cluster Box Units (CBUs) in the Preliminary Plan and Development Text.**
- 7. You must be specific about what sections of the Pataskala Code you are requesting a divergence from. Using the general Chapter and Section number will not suffice.
  - a. **Divergence "c" is from Section 1255.10(b)(1).**
  - b. **Divergence "d" is from Section 1283.05(A).**
  - c. **Divergence "e" is from Section 1283.07(C).**
  - d. **Divergence "f" is from Section 1295.09(b)(8).**

#### Landscape Plan:

- 1. Exhibit L-2:
  - a. ~~Tot Lot: Proposed square footage? Dimensions? Equipment? Include in development text.~~
  - b. ~~There are 6 tree species listed on the Plant List that are not in the preferred native tree plantings table specified in Table 1283.03-02. Are these trees being counted towards the required number of replacements. If so, at what ratio? Please clarify.~~

e. ~~Dead end paths in Reserve 'E', is there a purpose for these? Why not connect?~~

2. Exhibit L-4

a. Square-footage of the sign is not listed. Maximum of 32-square feet per Section 1295.09(b)(8).

i. ~~Sign size given in responses to Staff Comments, however it is still not included in the plans. Maximum sign size is based on one side of the sign, so the requested divergence for sign size is unnecessary.~~

b. ~~Maximum Subdivision Identification Sign height is 6'. Proposed as 7'-6", a divergence will be needed.~~

c. ~~Will the sign be illuminated? If so, identify on plans with lighting type and intensity.~~

3. Exhibit L-5

a. ~~There are 8 tree species listed on the Front Yard Tree List that are not in the preferred native tree plantings table specified in Table 1283.03-02. Are these trees being counted towards the required number of replacements? If so, at what ratio? Please clarify.~~

**From:** [Jack Kuntzman](#)  
**To:** [Jack Kuntzman](#)  
**Subject:** RE: PZC Review  
**Date:** Monday, August 26, 2019 9:48:56 AM

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**From:** Jim Roberts <jroberts@hullinc.com>  
**Sent:** Sunday, August 25, 2019 10:52 PM  
**To:** Jack Kuntzman <jkuntzman@ci.pataskala.oh.us>; Scott Fulton <sfulton@ci.pataskala.oh.us>  
**Cc:** Alan Haines <ahaines@ci.pataskala.oh.us>; Scott Haines <shaines@hullinc.com>  
**Subject:** PZC Review

Jack, Hull and Associates has reviewed the revised Preliminary Plan for Sage Pointe (ZON-19-003) submitted for the September 4 PZC meeting. We offer the following comments:

1. As per previous comments, the majority of our comments will come as we review final construction plans. General comments will be presented for the current submittal.
2. Previous communications regarding stormwater (primarily concerns with drainage problems on abutting properties), and the Traffic Impact Study. Both of these issues will be better finalized at the time of construction plans.
  - a. We do note an emergency secondary access is now shown on the plans connecting to the school owned property. We believe this was what the city was requiring, but would like to ensure the city is satisfied with what is now shown.
3. Please note that 'divergences' have been requested on these plans based on previous reviews. The city will need to ensure these are evaluated and considered moving forward.
4. The Storm Water Management Report indicates a 1 Year Critical Storm. This is unusual for a subdivision of this nature and we will want to evaluate this more deeply when the final plans and report are submitted. This should not impact the current submittal.
5. It appears the location of the sanitary sewer lines as shown will work with adequate spacing from the roads and building lines. This will continue to be evaluated with the final plans.

Please let us know if there are any questions or if there is anything else we can assist with.

Thanks. Jim

**James G. Roberts, P.E.**

Vice President  
Newark Office Manager

**HULL | Newark, Ohio**

Environment / Energy / Infrastructure

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

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

**From:** [Alan Haines](#)  
**To:** [Jack Kuntzman](#)  
**Subject:** PSD Review Comments - PZC 9-4-19  
**Date:** Tuesday, August 27, 2019 3:31:52 PM

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Jack,

My comments are as follows:

ZON-19-003

1. Original comment #2
  - a. Eyebrows not per code and not preferred.
2. Original comment #5
  - a. Extension to the north still not needed.
3. Original comment #7
  - a. Storm sewer adjustments have been made, and any further considerations will be addressed during engineering plan review.
4. Original comment #10
  - a. 33' minimum pavement width shall be required.
5. Original comment #11
  - a. Emergency access drive across parcel to the south is called out as "Future Emergency Access Drive Extension." To be clear, this needs to be called out, and built as an emergency access to Fire Dept. standards. In the future, when that parcel develops, it will be required to be built to match the 24' B-B section that is on the Sage Pointe property property. Please revise the note such that this is clear.

Let me know if you have any questions.

Regards,

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

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

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



## *Southwest Licking Community Water & Sewer District*

Mailing: P.O.Box 215  
Etna, Ohio 43018

Administrative Office: 69 Zellers Lane  
Pataskala, Ohio 43062

Phone: 740.927.0410  
Fax: 740.927.4700

Website: [www.swlcws.com](http://www.swlcws.com)

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August 15, 2019

To: Jack Kuntzman, City of Pataskala Planner

From: CJ Gilcher

Re: Sage Pointe Project

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The District has reviewed the preliminary plans for the Sage Pointe Project and has the following comments.

### Water

A 12" water main would be required to be constructed on Sage Pointe Avenue from Summit Road and connect to the District owned elevated water storage tank located on Cleveland Road.

### Sanitary

Any development that includes the installation of a pump station to be maintained by the District shall provide a written analysis of options that were evaluated in an attempt to eliminate the need for the station. The District reserves the right to determine the need for the pump station and/or require the installation of a gravity sewer alternative.

The sanitary sewer easements shall be a minimum of 20 feet in width.

This concludes our comments at this time. If you have any questions please feel free to contact me at the email or phone number below

Thank you,

CJ Gilcher  
Utilities Superintendent  
614-348-6627  
[cgilcher@swlcws.com](mailto:cgilcher@swlcws.com)

**From:** [Jack Kuntzman](#)  
**To:** [Jack Kuntzman](#)  
**Subject:** FW: Plan review for Sage Point  
**Date:** Tuesday, August 27, 2019 11:08:19 AM  
**Attachments:** [West Licking Fire District Regulations and fee schedule.pdf](#)  
[Permit app..pdf](#)  
**Importance:** High

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**From:** Doug White <DWhite@westlickingfire.org>  
**Sent:** Tuesday, August 27, 2019 9:38 AM  
**To:** Jack Kuntzman <jkuntzman@ci.pataskala.oh.us>  
**Subject:** Plan review for Sage Point  
**Importance:** High

Jack,

The West Licking Joint Fire District has reviewed the revised plans for Sage Point and we have the following comments.

1. Correction for our original comment number 2, please refer to the Fire Districts regulations section K not section L for the Fire Districts fire apparatus access road requirements.
2. The fire apparatus access road shall be maintained and marked per the Fire Districts regulations section K.
3. Per the Fire Districts regulations section K note e paragraph 2: All Cul-de-sacs shall have a minimum of 96' of unobstructed paved drivable surface, posted with signs that state " NO PARKING".
4. The emergency access road shall be constructed prior to the start of phase 4.
5. The Fire District requires a permit application be filled out and the plan review fee be paid in full prior to start of construction.

Attached to this email is a copy of the Fire Districts regulations and permit application. If you have any questions please feel free to contact me.

Regards,

Doug White  
[dwhite@westlickingfire.org](mailto:dwhite@westlickingfire.org)  
Fire Marshal  
West Licking Fire District  
851 E. Broad St.  
Pataskala Oh 43062

Office Phone # 740-927-3046 Opt. 2

[Westlickingfire.org](http://Westlickingfire.org)







# West Licking Joint Fire District

## Ohio Fire Code Provisions

### Ohio Specific Provisions related to the 2017 Ohio Fire Code

These provisions state the requirements of the West Licking Joint Fire District and its Fire Code Officials that are issued under the authority of the 2017 Ohio Fire Code ("OFC"), including but not limited to Section 104 General Authority and Responsibilities as contained in the Ohio Administrative Code Section 1301:7-7-01.

#### **A. Applications and Permits**

- a. Per the OFC, **Section 104.2 Applications and Permits**, the fire code official is authorized to receive applications, review construction documents and issue permits for construction regulated by this code, issue permits for operations regulated by this code, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.
- b. Per the OFC, **Section 104.2.1.1** receive and review fire protection system and associated fire safety feature related construction documents when notice is provided to the building code official in accordance with Section 106.1.2 of the building code as listed in rule 1301:7-7-80 of the Administrative Code.

All plans for proposed new, modified, or enlarged structures or developments in the West Licking Joint Fire District coverage area shall be submitted to the Fire Code Official for review of fire hydrants, fire alarms, fire apparatus access, fire suppression systems, underground fire lines, fire department connections, etc. prior to any construction.

#### **B. Types of Permits**

The following is the Permit/Fee Schedule adopted by the West Licking Joint Fire District as set forth in the Ohio Fire Code **Sections 105.1.1** and **105.1.1.2**, Ohio Administrative Code 1301:7-7-01. All fire protection systems and building plans shall be submitted to the West Licking Joint Fire District Fire Code Official through the respective Building Code Department (Licking County, New Albany or Reynoldsburg) for review and comment by both entities prior to initiation of any construction. All permits and fees shall be paid in full prior to any demolition or construction. This permit and fee schedule is in addition to those required by the respective Building Code Department.

- ✓ The Fire Code Official may waive the fee when the permit is obtained by a non-profit organization or is for a non-profit function.
- ✓ As built plans are required to be submitted by electronic media in PDF format upon completion of construction.
- ✓ ALL contractors found working without an approved permit shall be charged twice the permit fee.

All permit fees shall be made payable by check or money order to:

#### **Fiscal Officer West Licking Joint Fire District**

Payment may be mailed to:

West Licking Fire District

851 E. Broad St.

Pataskala, Ohio 43062

*Please reference the business name and address on the check or money order.*

- a. **105.1.1 Permits required.** A property owner or owner's authorized agent who intends to conduct and operation or business or install or modify systems and equipment that are regulated by this code, or to cause any such work to be performed, shall first make application to the fire code official and obtain the required permit.
- b. The Fire Code Official may issue Mandatory permits which include but are not limited to, Fire Protection System permits, Temporary Membrane Structure; Tents/Canopy permit and Exhibition of Fireworks permits. The Fire Code Official may also issue Discretionary Permits and Notification of Hazardous Activities permits.



# West Licking Joint Fire District

## Ohio Fire Code Provisions

### Part I: Plan Review

**\*\* Note:** The information contained in Part I is for the plan review of construction plans.

#### Commercial Plan Review

Base Application Fee \$150.00

#### PLUS

Sq. Ft. of building/modification area divided by 100 x \$1.50

#### Subdivision/Complex Review

Base Application Fee \$75.00

#### PLUS

Number of lots/units x \$2.50

### Part II: Fire Protection Systems Permit

**\*\* Note:** The information contained in Part II is for the installation or modification of the following fire protection systems. The permit fee includes initial system testing.

Automatic Sprinkler Systems	\$400.00 per system
Underground Fire Line	\$400.00 + \$25.00 per hydrant
Automatic Extinguishing (CO <sub>2</sub> , Clean Agent, Dry Chemical)	\$400 per system
Kitchen Hood System	\$100 per hood
Automatic and/or Manual Fire Alarms	\$300.00
Fire Pump	\$300.00
Independent Standpipe System	\$200.00
Emergency Responder Radio Coverage System	\$200.00

*All fire hydrants to be installed shall be inspected by the Fire Code Official for approval prior to installation in the ground.*

**All re-inspection fees for fire protection systems shall be paid prior to the re-scheduled inspection**

Re-inspection of failed system	\$150.00 per system
After hours inspection	\$75.00 per hour (4-Hour Minimum)

**\*\* Regular hours are defined as 8:00am – 4:00pm Mon-Fri.**

### Part III: Inspection, Re-Inspection and other fees

#### Annual Inspections

Daycare Facility 11 or more children	\$100.00
Daycare Facility 10 or less children	\$25.00

#### Re-inspection Fees

A business may be granted one (1) re-inspection at no charge if deemed by the Fire Code Official. If the business inspection generates a second re-inspection, a fee will then be assessed. The fee will start at \$50.00 and increase in increments of \$50.00 for each additional re-inspection. All re-inspection fees shall be paid prior to the start of the scheduled inspection.





# West Licking Joint Fire District

## Ohio Fire Code Provisions

### Part IV: Misc. Permits

<b>Fireworks</b>	Base Permit Fee \$100.00 \$50.00 per hour per Inspector required
<b>Tent/Membrane Inspection</b>	Base Permit Fee \$100.00 for anything 400 sq. /ft. or larger
<b>UST or AST Hazard Storage List</b>	Any required permit or inspection for UST or AST installation, alteration or removal will be directed to the State of Ohio Fire Marshal's Office at (614) 752-8200

### A. Witnessing of Acceptance Testing / Retest

- The responsible person shall schedule the attendance and witnessing of an acceptance test or retest with the Fire Code Official at least forty-eight (48) hours prior to the desired test date and time.
- Prior to scheduling an inspection, test or retest, the responsible person shall submit to the Fire Code Official, a Statement of Compliance (a.901.5.1) of the 2017 Ohio Fire Code. All fees shall be paid in full prior to scheduling the inspection, test or retest.
- Inspections will begin promptly at the scheduled time. Should the inspection not be ready to take place at the scheduled time, the inspection may be deemed incomplete, a re-inspection will need to be scheduled and a fee may be assessed by the Fire Code Official. The Fire District will not construct "punch lists" for projects.

### B. Final Inspection

The responsible person shall schedule a final inspection with the Fire Code Official at least forty-eight (48) hours prior to the desired date and time for the inspection. All fees shall be paid in full prior to scheduling the final inspection.

### C. Construction Documents

- Submittals shall be per the OFC **Sections 105.4.1 Submittals and 105.4.2 Information on Construction Documents**, with one (1) copy of each submittal, in either paper or electronic media, being tendered to the Fire Code Official.
  - Paper Media – One (1) full set of shop drawings at a standard engineering scale (1:10, 1:20, 1:30, 1:40, 1:50, 1:60) and one (1) half size set of civil drawings shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that the work will conform to the provisions of the OFC, relevant laws and these specific provisions.
  - Electronic Media – One (1) base drawing of each sheet, at a standard engineering scale (1:10, 1:20, 1:30, 1:40, 1:50, 1:60) on a compact disc in a hard-plastic protective case or USB drive. Drawings shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that the work will conform to the provisions of the OFC, relevant laws and these specific provisions. **AT THIS TIME WEST LICKING FIRE DISTRICT CAN NOT ACCEPT ELECTRONIC MEDIA.**
- Submittals shall be per the OFC **Section 105.4.1 Submittals and permits**
- Plans submitted shall include the following information at a minimum:
  - Building layout on property showing parking lot entrances, fire hydrant locations, building entrances, FDC location, PIV locations, emergency generator location, and vehicle hazards indicating North.
  - Complete floor plan for each level with exits noted, standpipe locations, fire doors, special hazards and loading docks.
  - Sprinkler zones for all floors
  - Fire wall locations for each floor
  - Locations of all utility shut-offs.



# West Licking Joint Fire District

## Ohio Fire Code Provisions

6. Hazardous Materials – including quantity's, storage locations and SDS Information
7. Knox Box key locations(s)
8. Details for high-pile/combustible storage. This shall include NFPA 13 required owner's certificate or an equivalent level of details.

### F. Premises Identification

- a. In the OFC **Section 505.1 Address identification**. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained. The West Licking Joint Fire District specifications call for a minimum size in height of 6" with a minimum stroke width of 1" letters/numbers of contrasting color. The fire department only requires the actual digits of the address not the street name, unless specified specifically by the fire code official.

### G. Multi- Tenant Commercial or Industrial Occupancies

- a. In relation to the OFC Section 403.11.1.5 Tenant identification shall be provided for secondary exits from occupied tenant spaces that lead to an exit corridor or directly to the exterior of the building. Tenant identification shall be posted on the exterior side of the exit or exit access door. Letters and numbers shall be posted on the corridor side of the door, be plainly legible and shall contrast with their background. The letters/numbers shall be 6" in height and have a minimum stroke width of 1".
- b. Per the OFC Section 509.1.1 Utility identification. Where required by the fire code official, gas shutoff valves, electric meters, service switches and other utility equipment shall be clearly and legibly marked to identify the unit or space that it serves. Identification shall be made in an approved manner, readily visible and shall be maintained. All doorways both inside and outside of a structure that access any utilities or suppression system ie: sprinkler riser , fire pump etc.. shall also be identified with letters/numbers 6" in height and have a minimum stroke width of 1".
- c. Protective Bollards shall be required anywhere specified by the fire code official for protection of utilities, building safety systems or as required by the fire code official. Bollards shall be installed per OFC section 312.2

### H. Hazard Communication

- a. In relation to the OFC **Section 407 Hazard Communication**; Material Safety Data Sheets shall be provided as a paper copy and shall be located to the right side of the main front door of the structure and no more than three (3) feet inside of the door. The top of the holder of the Material Safety Data Sheets shall be a maximum of 75" above the finished floor. The location shall be approved by the Fire Code Official and is subject to change at the Fire Code Officials discretion.

### I. Key (KnoxBox) Boxes

- a. Per the OFC **Section 506.1 Where required**. Where access to or within a structure or an area is restricted because of secured openings or where immediate access for life-saving or firefighting purposes, the Fire Code Official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type listed in accordance with UL 1037 as listed in rule 1301:7-7-80 of the Administrative Code and shall contain keys to gain necessary access as required by the fire code official.
- b. In relation to the OFC **Section 506.1.1 Locks**. An approved lock shall be installed on gates or similar barriers where required by the fire code official.





# West Licking Joint Fire District

## Ohio Fire Code Provisions

- c. The style of Knox Box shall be approved prior to purchase and installation to confirm that it meets the specifications of the West Licking Joint Fire District. Placement of the Knox Box shall also be confirmed with the Fire Code Official prior to installation.
- d. A card containing the emergency contact people and phone numbers shall be placed inside the box.

### J. Emergency Responder Radio Coverage

- a. Per the OFC **Section 510.1 Emergency responder radio coverage in new buildings**. All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems of the jurisdiction at the exterior of the building. This paragraph shall not require improvement of the existing public safety communication systems.
- b. Per the OFC **Section 510.3 Permit required**. A construction permit for the installation of or modification to emergency responder radio coverage systems and related equipment is required as specified in paragraph (E)(7)(e)(105.7.5) of rule 1301:7- 7-01 of the Administrative Code. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.
- c. Per the OFC **Section 510.4.1 Radio signal strength**. The building shall be considered to have acceptable emergency responder radio coverage when signal strength measurements in 95 per cent of all areas on each floor of the building meet the signal strength requirements in paragraphs (J)(4)(a)(i)(510.4.1.1) and (J)(4)(a)(ii)(510.4.1.2) of this rule.
- d. Per the OFC **Section 510.4.1.1 Minimum signal strength into the building**. A minimum signal strength of -95 dBm shall be receivable within the building.
- e. Per the OFC **Section 510.4.1.2 Minimum signal strength out of the building**. A minimum signal strength of -95 dBm shall be received by the agency's radio system when transmitted from within the building.
- f. Per the OFC **Section 510.4.2.2 Technical criteria**. The fire code official shall maintain a document providing the specific technical information and requirements for the emergency responder radio coverage system. This document shall contain, but not be limited to, the various frequencies required, the location of radio sites, effective radiated power of radio sites, and other supporting technical information.
- g. Per the OFC **Section 510.6.1 Testing and proof of compliance**. The emergency responder radio coverage system shall be inspected and tested annually or where structural changes occur including additions or remodels that could materially change the original field performance tests. Testing shall meet this OFC section. Third party certification of compliance with this code requirement will be required prior to final occupancy approval by the West Licking Fire District and or its agents.

### K. Fire Apparatus Access Roads

Definition: FAAR – A road that provides fire apparatus access from a fire station to a facility, building or portion thereof. This is a general term inclusive of all other terms such as fire lane, public street, private street, parking lot lane, and access roadway.

- a. In relation to the OFC **Section 501.3 Construction Documents**. Construction documents for proposed fire apparatus access, location of fire lanes, security gates across fire apparatus access and construction documents and hydraulic calculations for fire hydrant systems shall be submitted to the fire department for review and approval prior to construction. Prior to any above ground construction, a professional engineer shall complete and submit to the Fire Code Official for approval.
- b. In relation to the OFC **Section 503.1.1 Buildings and facilities**. Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction which are not readily accessible from a public and/or private street. The fire apparatus access road shall comply with the requirements of this paragraph and shall extend to within 150' (45,720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an





# West Licking Joint Fire District

## Ohio Fire Code Provisions

approved route around the exterior of the building or facility. The fire apparatus access road shall provide access to a minimum of three sides of the building or facility.

*\* The Fire Code Official is authorized to increase the dimension of 150' (45,720 mm) and every FAAR shall be maintained throughout construction.*

- c. In relation to the OFC **Section 503.1.2 Additional Access**. The fire code official is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of the terrain, climatic conditions or other factors that could limit access. The West Licking Joint Fire District requires 2 permanent means of access for all developments.
- d. Per the OFC **Section 503.2.1 Dimensions**. Fire apparatus access roads shall have an unobstructed width of not less than 20' (6096 mm), exclusive of shoulders, except for approved security gates in accordance with paragraph (C)(6)(503.6) of this rule, and an unobstructed vertical clearance of not less than 13' 6" (4115 mm).
- e. The Fire Code Official shall have the authority to require an increase in the minimum access width where they are inadequate for fire and rescue operations.
  - 1. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus weighing at least 75,000 pounds and shall be surfaced so as to provide all-weather driving capabilities.
  - 2. The required turning radius of a fire apparatus road shall be determined by the Fire Code Official. Cul-de-sacs shall have a minimum of 96' of unobstructed paved drivable surface, posted with signs that states "No Parking".
  - 3. Dead-end fire apparatus access roads in excess of 150' in length shall be provided with an approved area for turning around fire apparatus.
- f. Per the OFC **Section (3) 503.3 Marking**. Where required by the fire code official, approved signs or other approved notices or markings that include the words **"NO PARKING-FIRE LANE"** shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.
- g. Vehicle access for firefighting shall be provided to all construction demolition sites. Vehicle access shall be provided to within 100' of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting the imposed load of fire apparatus weighing at least 75,000 pounds under all weather conditions.
- h. All residential subdivisions or complexes with 30 or more units require 2 accesses minimum. This includes single family, condominiums or multi-family (apartments).

### L. Fire Hydrants

***The West Licking Joint Fire District Fire Code Official shall have final approval on all locations of fire hydrants prior to any construction.***

- a. Per the OFC **Section 507.1 Required water supply**. An approved water-supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction.
- b. The maximum distance between fire hydrants shall be 300' in commercial districts and 500' in residential areas.
- c. Fire hydrants shall be provided no less than 20' nor more than 50' of all intersecting streets.
- d. One (1) fire hydrant shall be provided within one-hundred and fifty 150' of the terminus of a public or private dead-end street, stub street, common access drive, or cul-de-sac



# West Licking Joint Fire District

## Ohio Fire Code Provisions

- e. Fire hydrants shall not require the opening of a valve for the fire hydrants to provide the required fire flows needed.
- f. Hydrant flow testing, as recommended per NFPA 291, shall be conducted and documented to ensure that the minimum fire flow is available. These tests shall be conducted at the expense of the owner.

***The West Licking Joint Fire District shall be notified for the opportunity to witness these tests.***

- g. Fire hydrant and water line plans shall be submitted to the West Licking Joint Fire District. All plans shall be full size with one of the scales indicated above.
- h. The minimum water line size for a fire hydrant shall be 6". If the water line is a dead-end line and exceeds 600' in length or has two (2) or more hydrants on the line, an 8" pipe size is required.
- i. The minimum branch size for a fire hydrant shall be six 6".
- j. Fire hydrants shall have:
  - One (1) 5" Storz connection
  - Two (2) 2.5" hose connections
  - Meet the NFPA National Standard fire hose threads
- k. Additional fire hydrant requirements:
  - Set the depth so that the breakaway flange is within 6" above the finish grade
  - The steamer connection shall be facing the road
  - Check the hydrant to ensure that there is no leakage at breakaway flange and that the water freely drains through the weep hole when shut off
- l. Fire hydrants shall be in service and a letter received from the local water department with a certificate of completion from the installing contractor prior to construction above grade. All hydrants shall remain functional and in service after this step.
- m. Each project shall provide 1 spare "screw on" type Storz fitting for every five (5) fire hydrants installed on the water line to be used at the discretion of the Fire District. They shall be delivered to the Fire District prior to final acceptance of the project.
- n. All fire hydrants on a private system shall have the bonnet of the hydrant painted blue. A private system is defined as ANY hydrant not maintained or are the responsibility of the Water Dept.

### **M. Fire Suppression Systems**

- a. A copy of the sprinkler plans ***APPROVED BY THE WEST LICKING JOINT FIRE DISTRICT*** shall remain on site after building occupancy.
- b. Post Indicating Valve
  - Sprinkler systems other than limited area systems, as defined in The Ohio Building Code, shall have a post indicating valve installed. The post indicating valve shall be monitored at a constantly attended location and/or kept locked. Post indicator valve locations shall be approved by the West Licking Joint Fire District. All control valves shall be provided with permanently attached identification tags indicating the valves function and what is being controlled. Post indicator valve handles shall be secured to the post indicator valve.
- c. Fire Department Connections
  - As defined in the Ohio Fire Code and the Ohio Building Code, the fire department connections shall be compatible with the connections of the AHJ. All threads provided for the fire department connections to the sprinkler system(s) or any other fire system supplying shall be a 5" Storz connection with a 30-degree angle towards the ground. It shall also be 36" off of the finish grade.
  - All fire department connections for the sprinkler system and standpipe systems shall be installed in a location approved by the West Licking Joint Fire District and be within 40' of the nearest approved fire





# West Licking Joint Fire District

## Ohio Fire Code Provisions

- hydrant. The fire department connection shall be marked with a red aluminum sign, 18" in height and 24" in width be mounted near fire department connection with the final location to be approved by the West Licking Joint Fire District. The sign shall have white letters reading "FDC" that are 6" in height and 1" stroke width. The fire department connection shall also have signage attached to the FDC, of Red aluminum that shall have 1" white letters containing the building address and what the required pump pressure shall be for the suppression system.
- The water line shall be a minimum of 6" diameter line from the 5" Stortz fitting to the sprinkler riser. The fire department connection line may be a 4" line if the sprinkler water line into the building is a 4" or smaller line.
  - If the fire department connection is in an area subject to vehicular, impact bollards shall be installed to protect the connection following the OFC 312 guidelines.
  - Private fire service mains and their appurtenances shall be installed, flushed and tested per NFPA 24.
  - The West Licking Joint Fire District shall be present to witness all underground fire line inspections.
- d. Zone maps shall be posted near the riser(s) at a location determined by the Fire Code Official.
- e. The sprinkler riser shall be placarded and have permanently attached to it the demand and design criteria.
- f. All fire department connections shall be painted "Fire Protection Red"

### N. Fire Alarm

- a. The West Licking Joint Fire District shall approve the location(s) of all fire alarm panels and remote indicators. An identification map approved by the Fire Code Official shall be installed at the alarm panel indicating fire alarm devices such as smoke detectors, pull stations, sprinkler systems, duct smoke detectors and like items. Remote annunciators shall be required in all fire pump rooms, riser rooms, inside at least one (1) main entrance to the building and inside designated fire department entry doors as determined by the Fire Code Official.
- b. Per NFPA 72, the installing contractor shall complete and sign all appropriate fire alarm completion record.
- c. Duct detector locations shall be designated by a 1" wide red plastic sign with .75" white lettering permanently attached to the ceiling grid below the unit or in a location as approved by the fire code official and shall read Duct Detector #\_\_\_\_.

**THE ABOVE RULES AND REGULATIONS ARE IN ADDITION TO ALL FEDERAL, STATE, COUNTY, LOCAL AND NATIONAL CODES AND STANDARDS.**





# West Licking Joint Fire District

## Permit Application

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

Business/Organization:

Name

Address

City

State

Zip

Contact

Phone

Contractor:

Name

Address

City

State

Zip

Phone

License #

Certified Onsite Personnel:

Name

License #

Name

License #

The listed *Applicant* hereby makes application for the following permits:

*Type of Permit*

*# of Systems*

*Amount Due*

\_\_\_\_\_

\_\_\_\_\_

\$ \_\_\_\_\_

\_\_\_\_\_

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☐

Commercial/Subdivision Plan Review Fee

\$ \_\_\_\_\_

Details regarding the above permit application request must be filed with the application is made, and whenever requested by the Fire Code Official. It is the applicant's responsibility to ensure that the proposed work is in accordance with applicable State and Local fire regulations.

Signature

Date

### OFFICE USE ONLY

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

Fee: \$ \_\_\_\_\_

Permit #: \_\_\_\_\_

Inspector: \_\_\_\_\_

Previous Comments from March 6, 2019

**From:** [Alan Haines](#)  
**To:** [Jack Kuntzman](#)  
**Cc:** [Scott Fulton](#)  
**Subject:** PZC Review - 3-6-19 Meeting  
**Date:** Tuesday, February 26, 2019 1:52:50 PM

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Jack,

My comments are as follows:

1. ZON-19-001
  - a. Echo comments of the City Engineer.
2. ZON-19-002
  - a. Amendment is supported in the interest of maintaining public health and welfare.
3. FP-19-001
  - a. Engineering plans have been approved previously.
  - b. No exceptions taken to amended plan.
4. FP-19-002
  - a. Plat and construction plan review is in progress.
  - b. No exceptions taken to amended plan.
5. ZON-19-003
  - a. Plat and construction plan review is in progress.
  - b. "Eyebrow" curve design does not meet minimum street radius requirements and are not preferred for plowing operations.
  - c. 5' side yard and 10' rear yard easements should be included in accordance with current City policy.
  - d. Saffron Cove needs "Court" added to name.
  - e. Extension to the north on Woodruff Dr. is not needed.
  - f. Confirmation is needed that there are no wetlands on this site.
  - g. Storm sewer system
    - i. Extensive rear yard storm lines and inlet structures will be difficult for the City to maintain, and should be redesigned to minimize future conflict of maintenance cost to the City and inconvenience to residents.
    - ii. Storm sewer location appears to conflict with tree preservation zone. In some locations it does not appear that it will be feasible to construct the storm sewer and preserve the trees.
  - h. No parking will be required on hydrant side of street with street widths as shown.
    - i. Boulevard Entrance
      - i. No parking either side of Sage Point Avenue between Summit Road and Woodruff Drive.
      - ii. Proposed pavement widths of Boulevard entrance are not acceptable.
    - j. Sage Point Avenue between Woodruff Drive and Lavender Avenue
      - i. Shall be 33' minimum pavement width.
      - ii. Shall have typical cross section that matches the 33' pavement width.
  - k. Emergency Access Drive
    - i. Access drive as shown within Sage Point development is acceptable.
    - ii. Emergency access drive across property to the south must be installed to Fire Dept. specifications for emergency access as part of the Sage Point development.

- iii. Full access drive between the Sage Point development and Cleveland Road shall be installed by the developer of the property to the south when it develops.
  - iv. Provide typical section for access drive.
- 6. TCOD-19-001
  - a. Construction plans shall be reviewed upon submission.
  - b. It is believed that inclusion of a right-turn deceleration lane as shown, with details to be determined during engineering review, will satisfy the requirements of Code Section 1259.05(A)(3).

Let me know if questions.

Regards,

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

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

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

**From:** [Scott Haines](#)  
**To:** [Jack Kuntzman](#)  
**Cc:** [Scott Fulton](#); [Alan Haines](#); [Jim Roberts](#); [Lisa Paxton](#)  
**Subject:** March 6, 2019 PZC Agenda  
**Date:** Sunday, February 24, 2019 9:27:27 PM

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Jack

Hull and Associates has reviewed the agenda items for the March 6, 2019 PZC Meeting. We offer the following comments:

ZON-19-001

1. All drainage from the improved lot should flow toward the public right of way and not be directed toward adjoining property.
2. Depending on the amount of impervious improvements drainage detention maybe required.
3. New driveway access points to Oak Meadow Drive are not recommended.

ZON-19-002

We have no engineering related comments on this application

FP-19-001

We have no engineering related comments on this application

FP19-002

We have no engineering related comments on the FDP. A full engineering review of the plans are ongoing and comments will be provided at a later date.

ZON-19-003

1. The combined length of Woodruff Drive and Lemon Grass Court exceed the 500' cul-de-sac length as per table 1 section 1117.10
2. The radius of Woodruff Drive and Lemon Grass Court, Sage Point Avenue and Wild Mint Way, and Lavender Lane and Wild Mint Way do not meet the 150' minimum radius per table 1 section 1117.10
3. The typical boulevard section does not meet section 1117.11
4. A full engineering review of the Storm water management report will be completed with the engineering plan review.

TCOD-19-001

1. The application project description list 44 apartment units where as the building data provided list 42 units.

Thank you for the opportunity to review these items and please contact us if there are any questions on our comments or if we can help in any other way.

**Scott R. Haines, P.E., CPESC**

Project Manager

## **HULL** | Newark, Ohio

Environment / Energy / Infrastructure

o: 740-344-5451 | f: 740-344-8659

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



# WEST LICKING JOINT FIRE DISTRICT

[www.westlickingfire.org](http://www.westlickingfire.org)

## District Headquarters

851 East Broad Street  
Pataskala, Ohio 43062  
740-927-8600 [Office]  
740-964-6621 [Fax]  
[www.westlickingfire.org](http://www.westlickingfire.org)

February 19, 2019

Plan review comments for Sage Point.

Scott,

The West Licking Joint Fire District has reviewed the plans for Sage Point and we have the following comments.

- 1) Prior to phase 3 beginning, the fire apparatus access road shall be constructed.
- 2) The fire apparatus access road shall be marked per West Licking Joint Fire Districts regulations section L.
- 3) Need to relocate the fire hydrant that is located on Woodruff Dr. to with-in 50' of the intersection of Woodruff Dr. and Sage Dr.
- 4) Need to relocate the fire hydrant on Saffron Cove to with-in 50' of the intersection of Saffron Cove and Woodruff Dr.
- 5) All Cu-De-Sacs shall be 96' of unobstructed paved drivable surface posted with signs that state "NO PARKING".
- 6) All streets that are 28' or less shall have "NO PARKING" signs posted on the fire hydrant side of the street.
- 7) West Licking Joint Fire Districts regulations can be found @ [westlickingfire.org](http://westlickingfire.org)

This concludes our comments at this time. If you have any questions please feel free to contact me.

Thank you,

Doug White  
Fire Marshal

# LICKING HEIGHTS LOCAL SCHOOLS



6539 Summit Rd. SW, Pataskala, OH 43062

p. (740) 927-6926 | f. (740) 927-9043

February 27, 2019

City of Pataskala  
Scott Fulton, Director of Planning  
621 West Broad Street  
Pataskala, Ohio 43062

RE: Zoning Application # ZON-19-003 – Sage Pointe

Dear Mr. Fulton:

I am writing as a follow up to a recent notice I received, on behalf of the school district, regarding a potential new residential development on the East side of Summit Road North of Cleveland Road in Pataskala (zoning application # ZON-19-003). Additionally, a part of this process included multiple meetings with Ms. Connie Klema, attorney for the developer, and a meeting with Mr. Tim Brader from Fischer Homes.

As I understand matters, the site off Summit Road is being considered for a new residential development and is currently zoned for two acre lots. It is my further understanding that current zoning may allow a more dense residential land use that is just under .5 an acre per home, but this is the most dense housing considered acceptable for the area.

The conceptual plan shows approximately 211 homes that may present future challenges to district student enrollment. Nonetheless, although I cannot endorse the project on behalf of the school district, I will not oppose the project as I believe it has some merit and could enhance the value of nearby area homes, especially those on Windward Drive and Cleveland Road, S.W. Additionally, the developer has engaged with the school district by offering to partner on future projects to help the area.

Do not hesitate to let me know if there are questions about the contents of this letter, as well as, any future planning and zoning meetings to discuss the conceptual plan for the Sage Pointe development. In advance of any such response, I am supportive of meeting with you, other city personnel, as well as the developers, to discuss mutual benefits that support those interested in the fast growing Pataskala community.

Sincerely,

Philip H. Wagner, Ph.D.  
Superintendent

Cc: Mr. Todd Griffith, Treasurer  
Ms. Connie Klema, Developer's Attorney





# 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: 6031 Summit Road SW

Parcel Number: 6314 147400000

Zoning: R-87

Acres: 84.18 acres

Water Supply:

☐ City of Pataskala

☐ South West Licking

☐ On Site

Wastewater Treatment:

☐ City of Pataskala

☒ South West Licking

☐ On Site

### Staff Use

Application Number:

20N-19-003

Fee:

\$2000

Filing Date:

2-8-19

Hearing Date:

3-6-19

### Applicant Information

Name: Grand Communities, LLC

Address: 3940 Olympic Blvd, Suite 100

City: Erlanger

State: KY

Zip: 41018

Phone: 859-578-7705

Email: awebb@fischerhomes.com

### Owner Information

Name: Columbus Metro Equities

Address: 2717 Arabian Lane

City: Hubbard

State: OH

Zip: 44425

Phone:

Email:

### Documents

☒ Application

☒ Fee

☒ Preliminary Plan

☒ Supplementary Info

☒ Deed

☒ Address List

☒ Area Map

### Preliminary Plan Information

Describe the Project: 84.18 acres being subdivided for a single-family subdivision consisting of 211 single-family homesites and one 10-acre parcel.

## Documents to Submit

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

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

- Proposed name of the subdivision
- Location by section, range, township or other official surveys
- 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.
- Date of survey
- Scale of the plan, not less than 100 feet to the inch, and north arrow
- Boundaries of the subdivision, its acreage, and deed book and page number of lands within the proposed subdivision.
- Names of adjacent subdivisions, owners of adjoin parcels of unsubdivided land, and the location of their boundary lines.
- 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.
- Zoning classification of the tract and adjoining properties and a description of the proposed zoning changes, if any.
- 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.
- 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.
- Location, names and widths of typical cross section and right of way width of proposed streets and easements.
- Building setback lines with dimensions.
- 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
- 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.
- Parcel of land in acres or d/or parts of acres to be preserved for public use, or to be reserved by covenant for residents of the subdivision.
- The location and width of sidewalks and spacing of street lighting.
- 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:

- Statement of proposed use of all lots, giving types number of dwelling units and any type of business or industry.
- Location and approximate dimensions of all existing buildings.
- 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.
- Description of the proposed covenants and restrictions.
- 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 1223.14)
- 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

**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

## 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:

Owner:

Date:

2-14-19

Date:

02/06/2019

Managing Partner, Columbus Metro Equities Inc

City of Pataskala, Ohio  
Project Narrative and Development Standards Text

For:

# Sage Pointe

August 8<sup>th</sup>, 2019

**Applicant:**

Grand Communities, LLC.  
Contact: Jason M. Wisniewski  
3940 Olympic Boulevard, Suite 100  
Erlanger, Kentucky 41018  
(859) 344-3136

**Project Engineer:**

Advanced Civil Design  
Contact: David Denniston, PE  
422 Beecher Road  
Gahanna, Ohio 43230  
(614) 428-7750



## **SAGE POINTE – PROJECT NARRATIVE**

Sage Pointe is a planned, cluster residential community proposed along Summit Road, just north of Cleveland Road in the City of Pataskala, Licking County, Ohio. Sage Pointe is a single-family detached residential community themed around the concept of the modern garden; with homes woven into a network of open spaces, ponds, and preserved woodlands. At least thirty-eight (38) acres of Sage Pointe is reserved for an open space system – including natural, active, and passive open spaces – connected by a series of nature trails that meander through the community. Sage Pointe offers a secluded neighborhood, yet affords residents with easy access to nearby shopping/retail along Broad Street, Downtown Pataskala, Thomas J. Evans Foundation Park, and nearby golf courses.

Arrival at Sage Pointe begins with a landscaped boulevard entrance, community identification sign, and landscaped ponds; creating a rural feel to Summit Road with a large setback for proposed homes. The ponds within Sage Pointe are oversized to relieve downstream stormwater issues, but become features within the open spaces and create desirable adjacent homesites. The entrance to Sage Pointe aligns with Windward Drive on the west side of Summit Road, and an approved traffic study recommends improvements to the entrance that will be made as part of the initial phase of development. Upon entering the neighborhood, curvilinear tree-lined streets guide residents and visitors through the neighborhood and create variety in homesites; from open space reserves to pond views to quiet cul-de-sacs.

Sage Pointe provides attainable housing while promoting architectural diversity and land preservation. Homes at Sage Pointe include ranch and two-story designs that are efficient, functional, and open, with exteriors that range from traditional to craftsman to modern farmhouse. In addition to architectural styles, home buyers have the opportunity to customize their exterior through a wide, natural color palette that adds diversity and individuality throughout the neighborhood. Throughout Sage Pointe, home values are increased through orientation to open spaces and/or tree preservation easements; resulting in over seventy percent (+70%) of homes backing to some form of open space. Sage Pointe promotes walkability through sidewalks and nature trails through pods of passive and active open spaces (including a tot lot) throughout the community. Sage Pointe is also located less than one-half (½) mile north of the Licking Heights Elementary and Middle School campus; a short walk or bike-ride from the neighborhood. A mandatory Homeowners Association owns and maintains open spaces; ensuring open spaces are for the common enjoyment of the neighborhood and preserving home values for residents adjacent to those open spaces.

Not only does Sage Pointe value architectural diversity and land preservation, it also values sustainability. The cluster design significantly-reduces initial infrastructure investment and long-term maintenance costs when compared to traditional subdivisions (such as R-10, R-20, and R-87 neighborhoods). For example, a traditional R-10 design for the neighborhood results in a thirty-three percent (33%) increase in infrastructure (streets and utilities) per home when compared to the cluster design. Preserving existing woodlands and avoiding extensive engineering over large portions of the neighborhood eliminates the need for extensive earthwork/grading and clearing. Sage Pointe also promotes economic sustainability through the donation of ten (10) acres of land along Cleveland Road to the Licking Heights School District. As growth in the district continues, Sage Pointe provides “smart growth” by setting aside land needed to accommodate that growth. The mandatory Homeowners Association – managed by a board of professionals of the homebuilding and land development industries – is established for long-term success. Constant monitoring of budgets, reserves, and community vision as development progresses ensures the Homeowners Association is in a strong financial position when turned-over to residents.

Sage Pointe meets the needs and desires of home buyers by providing easy access to jobs and quality schools, while offering homes that require less maintenance; thereby freeing time to enjoy life. Homes in Sage Pointe offers residents with ample amenities and open space, and the network of open spaces behind homes increases home values and provides homesites that feeling like larger lots. The resulting cluster design also provides a “win-win” for the City by maximizing home values and efficiency of infrastructure.

## **SAGE POINTE – GENERAL DEVELOPMENT STANDARDS**

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The Sage Pointe Planned Unit Development (PUD) consists of one parcel totaling approximately eighty four (84) acres located along the east side of Summit Road and north of Cleveland Road, and is further depicted on the Preliminary Development Plan.

Unless otherwise specified in the submitted drawings or in this written text, the development standards of City of Pataskala's Codified Ordinances (Local legislation current through 12-4-18) shall apply. Basic development standards are compiled regarding the proposed density, site issues, traffic, circulation, landscape, and architectural standards. These component standards ensure consistency and quality throughout the property's development. The General Development Standards are as follows:

### **GENERAL PROVISIONS**

1. The provisions outlined within these development standards shall apply to the eighty-four (84) acres of land as described in Exhibit A unless otherwise approved by City of Pataskala's Council. Other provisions of the City of Pataskala's Code shall apply to the extent that this Zoning Text and Development Standards do not address such matters.
2. For the purposes of this Zoning and Development Standards Text, the terms and words contained within carry their customarily understood meanings. Words used in the present tense include the future and the plural includes the singular and the plural. The intent of the word "shall" is to be mandatory; "occupied" or "used" shall be considered when followed by the words "or intended, arranged or designed to be used or occupied". In case of any difference of meaning or implicated between this text and the Codified Ordinances of the City of Pataskala, the Zoning Text shall control.
3. All provisions of this Zoning and Development Standards Text are severable. If a court of competent jurisdiction determines that a word, phrase, clause, sentence, paragraph, subsection, section or other provision is invalid, the remaining provisions and application of those provisions to other persons or circumstances are not affected by that decision.
4. Deviations from the standards, requirements, and uses set forth herein as well as the Zoning Code may be approved by City Council through the Development Plan process, as long as they are consistent and harmonious with the overall intent of the development and do not diminish, detract or weaken the overall compatibility between the uses within or proximity of the property. Deviations requested are as follows:
  - a. **Subdivision Regulations Section 1117, Table 1.** Requires a minimum street centerline radius of one hundred fifty feet (150'). In lieu of this requirement, Sage Pointe was designed with three (3) eyebrows. The minimum street centerline radius of the turn is forty-nine feet (49'). The eyebrows allow for additional area for turning movements.
  - b. **Subdivision Regulations Section 1117, Table 1.** Requires a maximum cul-de-sac length of five hundred feet (500'). Lemon Grass Court begins at the eyebrow. The distance from the eyebrow to the end is within the Code Requirements, and therefore meets the intent of the Code. Given the one access point for the cul-de-sac, the distance from the end of Lemon Grass Court to Sage Pointe Avenue is approximately eight hundred thirty feet (830') and therefore a divergence is requested to allow for Lemon Grass Court.

- c. **Zoning Code Chapter 1255.10 Common Open Space.** Requires a minimum of thirty-five percent (35%) of the land within the PDD to be reserved as common area, public open space, parks, recreational facilities, or dedicated to the City, public school district and/or other related uses. Chapter 1255 also limits the amount of reserved open space permitted for use by stormwater management facilities to a maximum of ten percent (10%). Due to existing off-site downstream drainage issues, this site plan has attempted to increase the amount of on-site stormwater management areas to help alleviate off-site drainage issues that are currently found along Summit Road and Windward Drive. The portion of the development retained as common and public open space will be thirty-eight-and-six-tenths (38.6) acres of forty-five-and-nine-tenths percent (45.9%) of the residential development. The portion of the open space to be used for stormwater management will be. A deviation of less than one percent (1%) is requested to permit the use of ten-and-eight-tenths percent (10.8%) of the open space for stormwater management facilities based on the fact that this project is providing relief for a downstream drainage issue.
- d. **Zoning Code Chapter 1283.05 Street Trees.** Requires a tree to be planted every thirty feet (30') of linear curb. In order to ensure good horticulture practices and healthy tree development Sage Pointe will have one (1) tree every fifty feet (50') of curb. This will allow for healthy tree development and better placement of the trees on each lot in relation to driveways.
- e. **Zoning Code Chapter 1283.07 Applications of Landscaping Standards.** Requires a sixty foot (60') landscaping and mounding standard along the public right-of-way (Summit Road). The frontage on Summit Road will be landscaped and include two (2) landscaped ponds and mounding. The sixty foot (60') landscaped mounding for Sage Pointe will be located approximately one hundred twenty-five feet (125') from the edge of the right-of-way between the ponds and buffer the rear of the homesites (as shown on the landscaping plans).
- f. **Zoning Code Chapter 1295.09 (8) Permanent Subdivision Identification Signs.** No more than one (1) such sign shall be permitted at each entry to each subdivision. Such signs shall be limited to a maximum height of six feet (6'), and the combined area of the signs shall not exceed a total of thirty-two (32) square feet and shall be set back at least ten feet (10') outside of the right-of-way, or as necessary to meet sight distance requirements, of all streets. Such signs shall be limited to monument style signs or graphics only, including by placement on walls, fences, entrance columns, or similar architectural or landscaping features used to denote the entrance to the subdivision. Subdivision identification signs may be illuminated by either exterior lighting projected onto the sign face, or by use of LED backlit but opaque, raised or reverse cut, dimensional letters against an unlit background. Sage Pointe will have one (1) subdivision identification sign that is a "hanging sign" located within the right-of-way, with a maximum height of seven-and-one-half feet (7-½') and forty (40) square feet of sign area. The Sage Pointe subdivision identification sign will have graphics on both sides of the "hanging sign" so that the graphics are visible for traffic traveling both northbound and southbound on Summit Road.

## DENSITY AND YIELD

A maximum of two-hundred and eleven (211) residential dwelling units will be allowed, with an approximate gross density of two-and-six-tenths (2.60) dwelling units per acre. Approximately ten (10) acres of land will be dedicated to the Licking Heights School District as part of the final plat for Phase One of the community.

### **SAGE POINTE – SINGLE-FAMILY DETACHED DEVELOPMENT STANDARDS**

The following development standards are in addition to the General Development Standards, and apply to the single-family detached residential areas as depicted on the Preliminary Development Plan. The Single-Family Detached Development Standards are as follows:

#### **PERMITTED USES**

1. Single-family detached residential on slabs or with basements.
2. Accessory structures consistent with this Text.
3. Open space (both active and passive) consistent with the General Standards of this PUD.
4. Recreation facilities consistent with the General Standards of this PUD.
5. Stormwater management facilities.
6. Utilities and easements necessary to serve the proposed development and adjacent properties.

#### **DENSITY AND BULK STANDARDS**

There shall be a maximum of two hundred eleven (211) detached single-family detached dwelling units. Minimum lot standards are as follows:

Minimum Lot Width	Minimum Front Setback	Minimum Side Setback	Minimum Rear Setback	Minimum Floor Area
50'	25'	5'	20'	1,300 square feet (with basement)
				1,400 square feet (without basement)

1. Lot width minimums are measured at the front setback line.
2. Corner lots shall increase the side setback along the adjoining right-of-way (i.e. the right-of-way not along the front of the lot) to one half ( $\frac{1}{2}$ ) the minimum front setback.
3. Building separation shall be a minimum of ten feet (10').
4. The maximum building height is thirty-five feet (35') from finished grade at the front of the home to the mid-point of the gable.
5. Minimum floor areas exclude any basement and/or walk-out floor area.



## **ARCHITECTURAL STANDARDS**

The following architectural standards shall apply to the proposed community:

1. Exterior Materials: Permitted exterior materials include the following:
  - a. Brick and/or brick veneer.
  - b. Stone, cultured stone, and/or stone veneer.
  - c. Fiber cement board.
  - d. Stucco.
  - e. Wood lap siding, composite lap siding, and cedar shake (painted or stained).
  - f. Exterior insulation finishing system (EIFS) such as Dryvit.
  - g. Vinyl siding with a minimum thickness of 0.044.
2. Roofs:
  - a. The main roof pitch shall be a minimum 5:12.
3. Garages, Driveways, and Parking:
  - a. A minimum two-car attached garage is required for all dwelling units.
  - b. Driveways shall be paved with concrete or asphalt.
  - c. All homes shall have a sidewalk connecting the driveway or street to the front door of the home.
4. Accessory Uses:
  - a. All accessory uses shall conform to City Codes, but may be further restricted through the mandatory Homeowners' Association to be established for the community.

## **STREETS AND CIRCULATION**

Interior street patterns and exterior road connections/intersections shall be generally consistent with depictions on the Preliminary Plan. In addition, the following standards shall apply:

1. Traffic:
  - a. Access to the Property shall be via proposed streets and rights-of-way from Summit Road. An additional fifteen feet (15') of right-of-way shall be dedicated along Summit

Road so that the right-of-way meets the City's standards.

- b. Required traffic improvements will be identified and summarized in a traffic impact study to be conducted by a certified traffic engineer. The scope of the traffic impact study shall be determined and agreed upon with the City's Engineer and the Developer's traffic engineer.
  - c. Two (2) proposed stub streets allow for future connectivity; one (1) to the northern property and one (1) to the southern property.
  - d. An emergency access drive from Sage Pointe Avenue to the northern school property line will be constructed during Phase 400.
2. Streets throughout the community shall meet the following standards:
- a. Minimum Right-of-Way Width: Fifty feet (50')
  - b. Minimum Pavement Width: Twenty-eight feet (28')
  - c. Maximum Cul-de-Sac Length: Eight hundred fifty feet (850')
  - d. Minimum Cul-de-Sac Radius: Fifty feet (50')
  - e. Minimum Cul-de-Sac Pavement: Forty feet (40')
  - f. Minimum Sidewalk Width: Four feet (4') with four inch (4") thickness
  - g. Minimum pavement composition shall be in accordance with the design and construction criteria for Local Streets as defined in the City's Subdivision Regulations.

## **OPEN SPACE AND LANDSCAPING**

1. Open space shall be generally consistent with depictions on the Preliminary Plan. However, open space calculations on final engineering/plats may vary from calculations provided herein without approval from the Planning Commission and/or City Council, provided that it meets the requirements of this Text. In addition, the following standards shall apply:
  - a. Open spaces, including stormwater detention/retention ponds, shall be owned and maintained by the Homeowners Association unless otherwise agreed to with the City. Open spaces will be deeded to the Homeowners Association, and transfers will occur in phases after the open spaces are developed.
  - b. Entry features, fencing, walls, signage, columns/piers, fountains, and related landscaping and lighting are permitted within open spaces.
  - c. Tree Protection and Replacement Developer(s)/ Builder(s) shall make reasonable and

good faith efforts to preserve existing healthy trees on-site during construction.

d. Landscape Materials. The minimum size requirements for plant material installed within the PUD are as follows:

- i. Deciduous trees: two-and-one-half inch (2-1/2") caliper.
- ii. Evergreen trees: six feet (6') height.
- iii. Ornamental trees: one-and-one-half inch (1-1/2") caliper if single-stem or six feet (6') height if multi-stem.
- iv. Evergreen and deciduous shrubs used for screening purposes: twenty-four inch (24") height and spread.
- v. All other evergreen and deciduous shrubs: two (2) gallon container.

e. Screening, Mounding, and Fencing:

- i. A combination of screening, mounding, and/or fencing shall be required along Summit Road and shall be allowed along the rear of the homesites to enhance the buffering along Summit Road.
- ii. Mounding shall be located outside the public right-of-way and shall not obstruct site distance at any driveways or public intersections.
- iii. All fencing must meet all City Codes unless otherwise noted otherwise herein.
- iv. Chainlink fences are prohibited.

f. Street Trees:

- i. Street trees shall be required along streets throughout the subdivision, and shall be spaced at a maximum of fifty feet (50') feet on center.
- ii. Street trees shall vary in species to prevent a monoculture so long as they are in accordance with the City's planting list. Invasive plant species – as listed by the Ohio Department of Natural Resources (ODNR) shall be prohibited and the use of native plants will be encouraged.
- iii. At time of installation, all street trees shall have a clear canopy height of at least five feet (5') above the ground for traffic safety purposes.

## **GRAPHICS AND SIGNAGE**

A hanging style sign shall be allowed at the entrance of the community within the right-of-way as depicted on the Preliminary Development Plan and Landscaping Plans.

All other graphics and signage shall conform to the Zoning Code unless approved otherwise by City Council. Project signage including temporary signage, model home signage, and marketing signage shall be permitted.

All marketing signage will be removed from the site within sixty (60) days of the final home site being sold to a third-party buyer.

The design and materials for street signs and roadway regulatory signs shall be per City standards and/or otherwise subject to approval by the City Engineer.

## **MAIL DELIVERY**

The United States Postal Service (USPS) will require mail delivery be provided via cluster box units (CBUs). Unless otherwise specified by the City's Codes, or agreed to with the City, the following mail delivery standards shall apply:

1. CBUs shall be located inside of the public right-of-way unless required otherwise by the USPS.

## **HOMEOWNERS ASSOCIATION (HOA)**

A private, mandatory Homeowners Association shall be established.

## **MODEL HOMES**

With regards to model homes, the following standards shall apply:

Individual homes may be used as model homes for the purpose of marketing and sales.

Manufactured and/or modular buildings are permitted for use as a sales office during the development of the Property and construction of the homes.

As part of the construction process, two (2) model home permits prior to completion of the first phase of development may be submitted to the City for approval. As long as the model homes comply with the approved development standards, the City shall approve the permits and allow construction of the model homes. Occupancy of and/or sales from the model home(s) shall not be permitted until the final plat for the first phase is recorded.

## **UTILITIES**

All utility lines internal to the development shall be placed underground, whenever feasible, including water service, electricity, telephone, gas, and their connections or feeder lines. Meters, transformers, etc. may be placed above ground, but shall be reasonably attempted to be discreetly located at the rear of lots when

possible. All above ground utilities shall be reasonably screened from the street view.

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

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

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

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

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

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

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

## **SECTION 1**

### **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.39 Structure. “Structure” means:

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

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

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

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

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

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

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

## **SECTION 2**

### **PROPERTY SUBJECT TO THIS DECLARATION**

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

## **SECTION 3**

### **ASSOCIATION MEMBERSHIP, MEETINGS AND BOARD**

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

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

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

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

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

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

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

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

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

## **SECTION 4**

### **ASSESSMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

## **SECTION 5**

### **ARCHITECTURAL REVIEW**

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 6**

### **COVENANTS AND RESTRICTIONS OF USE AND OCCUPANCY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION 7**

### **MAINTENANCE STANDARDS**

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

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



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

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

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

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

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

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

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

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

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

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

## **SECTION 8**

### **COMMON ELEMENTS AND EASEMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.7 Easements.

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

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

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

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

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

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

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

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

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

## **SECTION 9** **MAINTENANCE**

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

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

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

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

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

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

## **SECTION 10**

### **COVENANT FOR STAGED DEVELOPMENT**

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

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

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



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

## **SECTION 11** **ENFORCEMENT**

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

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

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

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

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

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

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

## **SECTION 12**

### **REAL ESTATE TAXES AND ASSESSMENTS**

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

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

## **SECTION 13**

### **INSURANCE**

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

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

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

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

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

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

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

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

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

#### **SECTION 14**

#### **RIGHT TO CURE, MEDIATION AND ARBITRATION OF ALLEGED DEFECTS**

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

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

#### **SECTION 15**

#### **FORUM SELECTION; WAIVER OF JURY TRIAL**

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

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

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

**SECTION 16**  
**DURATION, AMENDMENT AND TERMINATION**

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

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

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

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

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

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

## **SECTION 17** **MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

GRAND COMMUNITIES, LTD.,  
a Kentucky limited partnership

By: Fischer Development Company,  
General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
: SS  
COUNTY OF \_\_\_\_\_ )

The foregoing was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of Fischer Development Company, a Kentucky corporation, as General Partner of Grand Communities, Ltd., a Kentucky limited partnership, on behalf of the corporation and the limited partnership.

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

This instrument prepared by:

M. Larry Sprague  
Attorney at Law  
Fischer Development Company  
2670 Chancellor Drive, Suite 300  
Crestview Hills, Kentucky 41017  
859-344-5968  
967460.2

**EXHIBIT A**

[REAL ESTATE DESCRIPTION]

SAMPLE

**EXHIBIT B**

[CODE OF REGULATIONS]

SAMPLE

## EXHIBIT C

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

1. Type of Note:

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

(a) Demand Note:

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

(b) Open-end Note:

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

(c) Closed-end Note:

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

2. Method of Payment:

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

(a) Installment Plan:

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

(b) Lump Sum Payment:

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

(c) Balloon Payment:

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

3. Interest:

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

(a) Fixed:

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

(b) Variable:

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

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

(a) Compound:

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

(b) Simple:

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

4. Limit on Term:

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

5. Waiver of Defenses:

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

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

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

**EXHIBIT D**

[Site Plan Depicting Location of Landscape and Signage Easement]

1330241.1

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## CITY OF PATASKALA PLANNING AND ZONING COMMISSION

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

### STAFF REPORT

March 6, 2019

#### Rezoning Application ZON-19-003

<b>Applicants:</b>	Grand Communities, LLC.
<b>Owner:</b>	Columbus Metro Equities
<b>Location:</b>	Unimproved property at 6031 Summit Rd SW
<b>Acreage:</b>	84.18 acres
<b>Zoning:</b>	R-87 – Medium-Low Density Residential
<b>Request:</b>	Requesting approval of a Preliminary Plan for the 211-lot Planned Development District “Sage Pointe” pursuant to Section 1255.19 of the Pataskala Code.

#### Description of the Request:

The applicant is seeking approval of a Preliminary Development Plan for the proposed Planned Residential Development “Sage Pointe”, a 211-lot residential subdivision on the unimproved +/- 84-acre property at 6031 Summit Rd SW.

#### Staff Summary:

The 84.18-acre property is currently zoned R-87 – Medium-Low Density Residential and used as an agricultural field. Access to the parcel is from two frontages: approx. 1,200-feet on Summit Road SW, and approx. 950-feet on Cleveland Road SW. Existing tree lines run the length of the north and east property lines, and along the property lines for the adjacent residential properties on Cleveland Road SW to the South-West. In addition, there is an approx. 880-foot tree line in the North-East Corner, and an approx. 7.5-acre tree stand near the center of the northern property line (All measurements taken using tools available on Licking County Auditor’s Online GIS).

This property has been previously considered for development into a residential subdivision. All proposed rezonings were not accepted by City Council. A short summary of the previous proposals is below:

	Deerfield Crossing (2001)	Villas of Terra Bella (2005)	Villas of Terra Bella (2007)
Units (Single-Family)	205	144	120
Density (du/ac)	2.43	1.70	1.42
Open Space (acres)	19.3	21.075	21.89
Proposed Rezoning	PDD (w/ R-7)	PDD (w/ R-15 & R-20)	PDD (w/ R-20)



The Applicant's proposal is to develop the property into a 211-lot Planned Residential Development. The 10-acres with frontage along Cleveland Road SW is to be dedicated to the Licking Heights School District for potential future development as a bus garage. Below is a general summary of the proposal:

#### Site Statistics:

- Number of Home Sites: 211
- Total Acreage: 84.18
- Acreage in Residential Lots: 35.58 (Subarea 'A')
- Open Space: 28.86
- Density: 2.51
- Acres Dedicated to Licking Heights: 10.00 (Subarea 'B')

#### Minimum Lot Sizes (Subarea 'A')

- Minimum Lot Width: 52-feet
- Minimum Lot Size: 52-feet x 120-feet (approx. 0.14-acres)

#### Setbacks

- Front: 25-feet minimum
- Side: 5-feet minimum (10-feet minimum between structures)
- Rear: 20-feet minimum

#### Access

- One boulevard-style entrance on Sage Pointe Avenue from Summit Road SW opposite Windward Drive. Boulevard to run from Summit Road SW to intersection with proposed Woodruff Drive. 10-foot wide median at the entrance off Summit Road SW with 11-feet of pavement on either side. Median terminates after approx. 90-feet into a two-way road with pavement width of 33-feet.
- One emergency access drive from Proposed Sage Pointe Avenue to Cleveland Road SW through the 10-acre dedication to Licking Heights School District, to be constructed by School District (or other potential entity) when development occurs on 10-acre parcel.
- Two stub streets: One North on the proposed Woodruff Drive, and One South on the proposed Lavender Lane.

#### Signage

- One Subdivision Identification Sign proposed inside the median on entrance to Sage Pointe Avenue.
- Hanging Sign, suspended from wood pergola with additional landscaping.
- Proposed sign will be inside the Right-of-Way.

## Landscaping

- Street Trees are proposed at 50-foot spacing, with 7 varieties of tree species.
- Existing tree lines to the North, East, South-West, and tree stand in the North to be preserved excepting Dead/Diseased trees and where development will be taking place. Some not in reserve.
- 78 trees being removed, 220 replacements required, 280 total being installed in Reserve's 'A' and 'B', as well as one tree per lot.
- 6 to 7-foot high mounding between detention basins and home sites in Reserve's 'A' and 'B' with additional landscaping on top.
- 4-foot wide gravel path in Reserve 'D' with a proposed "Tot Lot".
- Three 4-foot wide paths in Reserve 'E'

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

## Planning and Zoning (Full Comments Attached):

The Future Land Use Map designates this property as Medium Density Residential (R-20), which would be an approximately 0.46-acre lot minimum. The current proposed minimum lot size is +/- 0.14-acre. With a total site acreage of 84.18-acres, and using the R-20 minimum lot size, the allowable density for this property would be approximately 2.17 units/acre, or 183 units. The Applicant is proposing 2.51 units/acre and 211 units; Therefore, the proposed rezoning is *not* in line with the current Comprehensive Plan.

The Applicant's submitted site plan will require several divergences that were not requested, they are as follows:

1. 1255.10(a)(1): To allow for a higher density than the base zoning classification
2. 1255.10(g): To allow for less than 16-feet between structures.
3. 1255.10(b)(1): To allow for less open space than the 35% required.
4. 1295.09(b)(8): To allow for the subdivision identification sign to exceed the maximum height of 6-feet.

A full list of comments from Planning and Zoning Staff is attached.

## City Engineer (Full Comments Attached):

1. The combined length of Woodruff Drive and Lemon Grass Court exceed the 500' cul-de-sac length as per table 1 Section 1117.10  
**-Divergence requested.**
2. The radius of Woodruff Drive and Lemon Grass Court, Sage Point Avenue and Wild Mint Way, and Lavender Lane and Wild Mint Way do not meet the 150' minimum radius per table 1 Section 1117.10  
**-Divergence requested.**
3. The typical boulevard section does not meet requirements of Section 1117.11  
**-Boulevard section revised.**
4. A full engineering review of the Storm water management report will be completed with the engineering plan review

Public Service Director (Full Comments Attached):

1. Plat and construction plan review is in progress.  
**-Final plats and construction plans have not been prepared yet.**
2. "Eyebrow" curve design does not meet minimum street radius requirements and are not preferred for plowing operations.  
**-Divergence requested for eyebrow centerline radii.**
3. 5' side yard and 10' rear yard easements should be included in accordance with current City policy.  
**-Easements will be provided at such time as final utility locations have been determined and construction plans and final plats have been prepared.**
4. Saffron Cove needs "Court" added to name.  
**-Added.**
5. Extension to the north on Woodruff Dr. is not needed.  
**-Extension left in place for potential future development to the north.**
6. Confirmation is needed that there are no wetlands on this site.  
**-There are no Jurisdictional Waters of the US on the site. Enclosed is a copy of the Report of Jurisdictional Waters Determination prepared by Geotechnical Consultants, Inc.**
7. Storm sewer system
  - a. Extensive rear yard storm lines and inlet structures will be difficult for the City to maintain and should be redesigned to minimize future conflict of maintenance cost to the City and inconvenience to residents.  
**-The majority of the rear yard sewers have been realigned to either the front yard paralleling the right-of-way or off the rear yards into open space reserve areas that can be accessed from public right-of-way. The only exceptions are the sewers along the east property line that can only be connected to the storm sewer system to the east due to elevation constraints. Final alignments will be provided with final engineering construction drawings.**
  - b. Storm sewer location appears to conflict with tree preservation zone. In some locations it does not appear that it will be feasible to construct the storm sewer and preserve the trees.  
**-Storm sewers will not be located in tree preservation areas, but rather just outside those areas to provide adequate drainage.**
8. No parking will be required on hydrant side of street with street widths as shown.  
**-A note has been added to the plan view sheets prohibiting parking on the hydrant side of all streets.**
9. Boulevard Entrance
  - a. No parking either side of Sage Point Avenue between Summit Road and Woodruff Drive.  
**-A note has been added prohibiting parking in these areas.**
  - b. Proposed pavement widths of Boulevard entrance are not acceptable.  
**-Pavement widths revised.**
10. Sage Point Avenue between Woodruff Drive and Lavender Avenue
  - a. Shall be 33' minimum pavement width.  
**-ADT volumes generated with site traffic study do not warrant 33' pavement beyond Woodruff Drive; therefore, 28' pavement has been maintained for this area.**
  - b. Shall have typical cross section that matches the 33' pavement width.
11. Emergency Access Drive
  - a. Access drive as shown within Sage Point development is acceptable.
  - b. Emergency access drive across property to the south must be installed to Fire Dept.

specifications for emergency access as part of the Sage Point development.

**-Understood**

- c. Full access drive between the Sage Point development and Cleveland Road shall be installed by the developer of the property to the south when it develops.

**-Understood**

- d. Provide typical section for access drive.

**-Typical Section provided.**

West Licking Joint Fire District (Full Comments Attached):

1. Prior to Phase 3 beginning, Emergency Access road shall be constructed.
2. Emergency Access road shall be marked per Fire District regulations Section L.  
**-Note added.**
3. Relocate hydrant on Woodruff Drive to within 50-feet of intersection.  
**-Relocated.**
4. Relocate hydrant on Saffron Cove with within 50-feet of intersection.  
**-Relocated.**
5. All Cul-de-Sacs are to be 96-feet diameter per Fire Code with posted "No Parking" signs.  
**-Pataskala subdivision regulations require 80' diameter as provided. Signs will be provided on final engineering construction plans.**
6. All streets 28-feet width or less to have "No Parking" signs on the hydrant side of the street.  
**-Note prohibiting parking on hydrant side of street added to plan.**

Licking Heights Local Schools

The Superintendent, Dr. Wagner, submitted a letter indicating that while he cannot endorse the project on behalf of the schools, he would not oppose the project. Dr. Wagner's full comments can be found in the attached letter.

**Surrounding Area:**

Direction	Zoning	Land Use
North	RR – Rural Residential	Vacant (Farm Field)
East	R-MH – Manufactured Home Residential R-87 – Medium-Low Density Residential	Summit Ridge Estates Single-Family Homes
South	R-87 – Medium-Low Density Residential M-1 – Light Manufacturing	Single-Family Homes Ohio Steel / Misc. Businesses
West	PDD – Planned Development District R-20 – Medium Density Residential	Glenbrooke Subdivision Single-Family Homes

**Preliminary Development Plan Approval:**

According to Section 1255.19 of the Pataskala Code, the Planning and Zoning Commission shall consider approval of a Preliminary Development Plan if the proposal:

- a) The proposed development advances the general health, and safety of the City of Pataskala and is consistent with the purpose and intent of the Zoning Code.
- b) The proposed development is in conformity with the Comprehensive Plan, and other adopted plans or portions thereof as they may apply and will not unreasonably burden the existing street network.
- c) The proposed development advances the general welfare of the City and immediate vicinity and will not impede the normal and orderly development and improvement of, and is otherwise compatible with, the surrounding areas.
- d) The proposed uses are appropriately located in the City so that the use and value of property within and adjacent to the area will be safeguarded.
- e) The proposed developments will have sufficient open space areas that meet the objectives of the Comprehensive Plan.
- f) That the benefits, improved arrangements, and the design of the proposed development justify the deviation from the standard development requirements included in the City of Pataskala Zoning Code.
- g) That there are adequate public services (e.g. utilities, fire protection, emergency service, etc.) available to serve the proposed development.
- h) The applicant's contributions to the public infrastructure are consistent with all adopted plans and are sufficient to service the new development.
- i) That the proposed development will not create overcrowding and/or traffic hazards on existing roads and/or intersections.
- j) That the arrangement of land uses on the site properly considered topography, significant natural features, and natural drainage patterns, views, and roadway access.
- k) That the clustering of development sites is shown to preserve any natural or historic features and provides usable common open space.
- l) The proposed road circulation system is integrated and coordinated to include a hierarchical interconnection of interior roads as well as adequate outer-connection of interior collector streets with off-site road systems, and to maximize public safety and to accommodate adequate pedestrian and bike circulation systems so that the proposed development provides for a safe, convenient and non-conflicting circulation system for motorists, bicyclists and pedestrians.
- m) That there are adequate buffers between incompatible land uses and the density, building gross floor area, building heights, setbacks, distances between buildings and structures, yard space, design and layout of open space systems and parking areas, traffic accessibility and other elements having a

bearing on the overall acceptability of the development plans contribute to the orderly development of land within the City.

- n) That the relationship of buildings and structures to each other and to such other facilities provides for the coordination and integration of this development within the Planned District and the larger community and maintains the rural-village character of Pataskala.
- o) The proposed architectural character is compatible with that of surrounding properties and promotes and enhances the community values expressed in the Comprehensive Plan.
- p) Adequate provision is made for storm drainage within and through the site so as to maintain, as far as practicable, usual and normal swales, watercourses and drainage areas.
- q) The proposed phasing of development is appropriate for the existing and proposed infrastructure and is sufficiently coordinated among the various phases to yield the intended overall development and to insure that public facilities and amenities are provided as planned.
- r) That any other items shown in the preliminary development plan or in the accompanying text be addressed to the Planning and Zoning Commission's satisfaction.

#### **Department and Agency Review**

- Zoning Inspector – No Comments.
- City Engineer – See Attached.
- Public Service Director – See Attached.
- SWLCSWD – No Comments.
- Police Department – No Comments.
- West Licking Joint Fire District – See Attached.
- Licking Heights School District – See Attached

#### **Modifications:**

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

1. The Applicant shall address all comments from Planning and Zoning Staff, City Engineer, Public Service Director, and the West Licking Join Fire District.
2. The Planning and Zoning Commission shall approve the following divergences:
  - a. 1255.10(a)(1): To allow for a higher density than the base zoning classification
  - b. 1255.10(g): To allow for less than 16-feet between structures.
  - c. 1255.10(b)(1): To allow for less open space than the 35% required.
  - d. 1295.09(b)(8): To allow for the subdivision identification sign to exceed the maximum height of 6-feet.

#### **Resolution:**

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

"I move to approve Application number ZON-19-003 pursuant to Section 1255.19 of the Pataskala Code. ("with the following modifications" if modifications are to be placed on the approval)."



## CITY OF PATASKALA PLANNING & ZONING DEPARTMENT

621 West Broad Street, Suite 2A  
Pataskala, Ohio 43062

### ZON-19-003 “Sage Pointe” Planning and Zoning Review

February 26, 2019

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For March 6, 2019 PZC Hearing

#### General Comments:

1. No parking shall be permitted on the hydrant side of the street, with signs posted stating such.  
**-Note prohibiting parking on hydrant side of street added to plan.**
2. 5' easements will be required on side yards and 10' easements in the rear.  
**-Easements will be provided at such time as final utility locations have been determined and construction plans and final plats have been prepared.**
3. 25' Tree Preservation Zone: Language on Plans states that trees may be removed to install stormwater utilities. No provisions for replacement are included. The City would prefer these areas to be in Reserves instead of a “Tree Preservation Zone”.  
**-Preservation zones are in rear lot areas (part of lot depth) and cannot be made into Reserves.**
4. Indicate the width of the tree lawn on plans. City cannot determine appropriateness of Street Tree species for the size of the tree lawn.  
**-Width of tree lawns were illustrated on the typical street sections previously. They have also now been labeled in the plan views.**
5. Include Signature and Date Lines for the Applicant on the Development Text.  
**-Signature and date lines provided**
6. Pursuant to Section 1255.10(g) there shall be no less than 16-feet between buildings. With 5-foot side yard minimums the eventual homes will be less than 16-feet apart.  
**-Divergence requested.**
7. Pursuant to Section 1255.10(a)(1) tracts of land shall have the same applicable gross density of dwellings per acre, as prescribed by the base zoning classification. The Future Land Use map designates this property as Medium-Density Residential (R-10) which would be a density of 2.17 units/acre and a max. of 183 units.

#### Preliminary Plan:

1. Page 1
  - a. Site Statistics: Open Space provided is 34.28%, Per Section 1255.10(b)(1) a minimum of 35% of the land developed must be preserved.  
**-Open space calculations have been revised to include the 10 acres that is to be provided to the Licking Heights Local School District, as provided for under zoning code section 1255.10 (b) Common Open Space, part (2) Disposition of Open Space, which permits dedications to public school districts. With the additional 10 acres included, the open space provided is 38.60 acres total, or 45.86% of the overall site development.**

- i. Note ‘\*\*\*’: Total Open Space occupied by Stormwater Management Facilities is 14.4% of the total open space. Per Section 1255.10(b)(1), No more than 10% of the open space requirement may be comprised of acreage designed for use by stormwater facilities.

**-With the inclusion of the 10 acres of open space to be provided to the Licking Heights Local School District, the amount of open space to be occupied by stormwater facilities is 4.16 acres, or 10.78% of the total open space provided. A divergence is requested based upon the fact that this project is willingly providing stormwater control above and beyond that required for the development to assist the City with attempting to correct an existing drainage issue downstream of this proposed project.**

- ii. Also per 1255.10(b)(1): No acreage associated with property perimeter setbacks may be counted towards open space. Please indicate the acreage associated with this in the Site Statistics table.

**-Only Reserve areas were included in the open space calculations; no perimeter setback areas have been included**

- b. PDD Statistics: List Minimum Floor Area

**-Provided.**

2. Page 2

- a. Staff does not believe the stub on the North of Woodruff Dr. to be necessary.

**-Stub provided to connect to possible future development to the north.**

- b. Boulevard Median:

- i. Please indicated length

**-Median length of 100’ added to plan.**

- ii. Section 1117.11 requires a minimum of 14’ each for traffic lanes (no parking permitted), only 11’ is listed.

**-Both ingress and egress lanes are now 14’ and note added regarding the prohibition of parking.**

- iii. Section 1117.11 requires minimum median width of 14’.

**-Median revised to 14’.**

- iv. Section 1117.11 requires two 5-foot sidewalks, two landscape buffers, and street trees. Please refer to above Section 1117.11 for requirements.

**-Sidewalks and buffers provided.**

- c. Per Section 1121.13 Driveways and curb cuts shall be located not less than 3-feet from the side lot line. Several lots on eyebrows/cul-de-sacs have proposed driveway locations that will fail to meet this.

**-Driveway configurations revised to comply**

3. Page 3

- a. Emergency Access: Shall be constructed with Phase 3, and later improved. Language on the note for the Emergency Access needs to be revised to reflect this and include specifications as to what standard the road will be improved too.

**-Typical section provided to illustrate what standards are being proposed for emergency access drive.**

- b. Lot 96 does not meet the minimum lot dimensions from the PDD Statistics Table on Page 1 (51’ width as opposed to 52’).

**-Lot 96’ does meet the minimum requirements. An additional 1’ chord dimension on a curve was not labeled.**

- c. Per Section 1121.13 Driveways and curb cuts shall be located not less than 3-feet from the side lot line. Several lots on eyebrows/cul-de-sacs have proposed driveway locations that will fail to meet this.

**-Driveway configurations revised to comply**



## Development Text

1. Density and Yield
  - a. Gives maximum homes of 215, plans list 211.  
**-Corrected to 211**
2. Density and Bulk Standards
  - a. Gives maximum homes of 215, plans list 211.  
**-Corrected to 211**
  - b. Sub-Area Table value for minimum lot width should be 52' according to plans.  
**-Corrected to match plans at 52'**
  - c. Subsection (2): Corner lots shall increase the side setback along the adjoining r.o.w. to ½ the minimum front setback. However, it appears on the plans that all corner lots have identical front and side setbacks on r.o.w. Please clarify this.  
**-Preliminary Plan corrected to reflect side yard on corner lot along R/W as ½ front yard setback.**
  - d. Add an additional note for minimum basement square footage (Code requires 600-square feet minimum).  
**-Minimum basement area added to Density and Bulk Standards table.**
3. Architectural Standards
  - a. Subsection (1)(e): City Code allows for above-ground swimming pools and the City will not enforce a ban on them within a subdivision, consider adding language that requires HOA approval for accessory structures prior to installation.
4. Streets and Circulation
  - a. Subsection (1)(d): States two stub streets have been provided to the north property. There is only 1.  
**-Stub street language corrected to reflect one stub to the north and one to the south.**
  - b. Subsection (1)(v): Is this referring to minimum Cul-de-sac Radius (pavement) in Section 1117.10 (Table 1)? If so, the minimum is 40'.  
**-Minimum cul-de-sac pavement radius corrected.**
  - c. Include language for sidewalks (4' minimum width, 4" depth).  
**-Notation provided.**
5. Open Space and Landscaping
  - a. Subsection (1): Sub-area B cannot count towards minimum open space requirements. Per Section 1255.10(b)(2) the land must be "retained as common and public open space for parks, recreation, and related uses". Current discussion with City was for a bus garage, which would not fall under this distinction. Include language in Development Text stating what intention the land dedicated to the School District is for.  
**-Intended use language provided.**

## Landscape Plan:

1. Exhibit L-2:
  - a. Tot Lot: Proposed square footage? Dimensions? Equipment? Include in development text.  
**-Tot lot is approximately 40'x36'. Additional information provided in development text and landscaping plan set.**
  - b. There are 6 tree species listed on the Plant List that are not in the preferred native tree plantings table specified in Table 1283.03-02. Are these trees being counted towards the required number of replacements. If so, at what ratio? Please clarify.  
**-All trees on Exhibit L-2 have been revised to those listed on the preferred native tree plantings table.**

- c. Dead-end paths in Reserve 'E', is there a purpose for these? Why not connect?  
**-Paths lead to open field to be used for recreational purposes.**
- 2. Exhibit L-4
  - a. Square-footage of the sign is not listed. Maximum of 32-square feet per Section 1295.09(b)(8).  
**-Sign square footage is 19 SF per side for a total of 38 SF. A divergence has been included for this item.**
  - b. Maximum Subdivision Identification Sign height is 6'. Proposed as 7'-6", a divergence will be needed.  
**-A divergence has been requested.**
  - c. Will the sign be illuminated? If so, identify on plans with lighting type and intensity.  
**-Sign will be up lit with low voltage lighting fixtures. Added to landscaping plans.**
- 3. Exhibit L-5
  - a. There are 8 tree species listed on the Front Yard Tree List that are not in the preferred native tree plantings table specified in Table 1283.03-02. Are these trees being counted towards the required number of replacements? If so, at what ratio? Please clarify.  
**-All trees on Exhibit L-5 have been revised to those listed on the preferred native tree plantings table.**

**From:** [Scott Haines](#)  
**To:** [Jack Kuntzman](#)  
**Cc:** [Scott Fulton](#); [Alan Haines](#); [Jim Roberts](#); [Lisa Paxton](#)  
**Subject:** March 6, 2019 PZC Agenda  
**Date:** Sunday, February 24, 2019 9:27:27 PM

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Jack

Hull and Associates has reviewed the agenda items for the March 6, 2019 PZC Meeting. We offer the following comments:

ZON-19-001

1. All drainage from the improved lot should flow toward the public right of way and not be directed toward adjoining property.
2. Depending on the amount of impervious improvements drainage detention maybe required.
3. New driveway access points to Oak Meadow Drive are not recommended.

ZON-19-002

We have no engineering related comments on this application

FP-19-001

We have no engineering related comments on this application

FP19-002

We have no engineering related comments on the FDP. A full engineering review of the plans are ongoing and comments will be provided at a later date.

ZON-19-003

1. The combined length of Woodruff Drive and Lemon Grass Court exceed the 500' cul-de-sac length as per table 1 section 1117.10
2. The radius of Woodruff Drive and Lemon Grass Court, Sage Point Avenue and Wild Mint Way, and Lavender Lane and Wild Mint Way do not meet the 150' minimum radius per table 1 section 1117.10
3. The typical boulevard section does not meet section 1117.11
4. A full engineering review of the Storm water management report will be completed with the engineering plan review.

TCOD-19-001

1. The application project description list 44 apartment units where as the building data provided list 42 units.

Thank you for the opportunity to review these items and please contact us if there are any questions on our comments or if we can help in any other way.

**Scott R. Haines, P.E., CPESC**

Project Manager

**HULL | Newark, Ohio**

Environment / Energy / Infrastructure

o: 740-344-5451 | f: 740-344-8659

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

**From:** [Alan Haines](#)  
**To:** [Jack Kuntzman](#)  
**Cc:** [Scott Fulton](#)  
**Subject:** PZC Review - 3-6-19 Meeting  
**Date:** Tuesday, February 26, 2019 1:52:50 PM

---

Jack,

My comments are as follows:

1. ZON-19-001
  - a. Echo comments of the City Engineer.
2. ZON-19-002
  - a. Amendment is supported in the interest of maintaining public health and welfare.
3. FP-19-001
  - a. Engineering plans have been approved previously.
  - b. No exceptions taken to amended plan.
4. FP-19-002
  - a. Plat and construction plan review is in progress.
  - b. No exceptions taken to amended plan.
5. ZON-19-003
  - a. Plat and construction plan review is in progress.
  - b. "Eyebrow" curve design does not meet minimum street radius requirements and are not preferred for plowing operations.
  - c. 5' side yard and 10' rear yard easements should be included in accordance with current City policy.
  - d. Saffron Cove needs "Court" added to name.
  - e. Extension to the north on Woodruff Dr. is not needed.
  - f. Confirmation is needed that there are no wetlands on this site.
  - g. Storm sewer system
    - i. Extensive rear yard storm lines and inlet structures will be difficult for the City to maintain, and should be redesigned to minimize future conflict of maintenance cost to the City and inconvenience to residents.
    - ii. Storm sewer location appears to conflict with tree preservation zone. In some locations it does not appear that it will be feasible to construct the storm sewer and preserve the trees.
  - h. No parking will be required on hydrant side of street with street widths as shown.
    - i. Boulevard Entrance
      - i. No parking either side of Sage Point Avenue between Summit Road and Woodruff Drive.
      - ii. Proposed pavement widths of Boulevard entrance are not acceptable.
    - j. Sage Point Avenue between Woodruff Drive and Lavender Avenue
      - i. Shall be 33' minimum pavement width.
      - ii. Shall have typical cross section that matches the 33' pavement width.
  - k. Emergency Access Drive
    - i. Access drive as shown within Sage Point development is acceptable.
    - ii. Emergency access drive across property to the south must be installed to Fire Dept. specifications for emergency access as part of the Sage Point development.

- iii. Full access drive between the Sage Point development and Cleveland Road shall be installed by the developer of the property to the south when it develops.
  - iv. Provide typical section for access drive.
- 6. TCOD-19-001
  - a. Construction plans shall be reviewed upon submission.
  - b. It is believed that inclusion of a right-turn deceleration lane as shown, with details to be determined during engineering review, will satisfy the requirements of Code Section 1259.05(A)(3).

Let me know if questions.

Regards,

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

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

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



# West Licking Joint Fire District

[www.westlickingfire.org](http://www.westlickingfire.org)

## District Headquarters

851 East Broad Street  
Pataskala, Ohio 43062  
740-927-8600 [Office]  
740-964-6621 [Fax]  
[www.westlickingfire.org](http://www.westlickingfire.org)

February 19, 2019

Plan review comments for Sage Point.

Scott,

The West Licking Joint Fire District has reviewed the plans for Sage Point and we have the following comments.

- 1) Prior to phase 3 beginning, the fire apparatus access road shall be constructed.
- 2) The fire apparatus access road shall be marked per West Licking Joint Fire Districts regulations section L.
- 3) Need to relocate the fire hydrant that is located on Woodruff Dr. to with-in 50' of the intersection of Woodruff Dr. and Sage Dr.
- 4) Need to relocate the fire hydrant on Saffron Cove to with-in 50' of the intersection of Saffron Cove and Woodruff Dr.
- 5) All Cu-De-Sacs shall be 96' of unobstructed paved drivable surface posted with signs that state "NO PARKING".
- 6) All streets that are 28' or less shall have "NO PARKING" signs posted on the fire hydrant side of the street.
- 7) West Licking Joint Fire Districts regulations can be found @ [westlickingfire.org](http://westlickingfire.org)

This concludes our comments at this time. If you have any questions please feel free to contact me.

Thank you,

Doug White  
Fire Marshal

**ZONING DESCRIPTION**  
**84.18 +/- ACRES**

Situated in the State of Ohio, County of Licking, City of Pataskala, being in Lot 22, 3<sup>rd</sup> Quarter, Township 1, Range 15, United States Military Lands and being in the remainder of a 84.30 acre tract as conveyed to Columbus Metro Equities, Inc. In Official Record 650, Page 826 as further described as follows;

Beginning at the southeast corner of the remainder of said 84.30 acre tract, the southwest corner of a 1 acre tract as conveyed to Clara J. Neville and Jack C. Neville, Jr., for their joint lives, remainder to the survivor of them in Instrument Number 201309040022615 and being in the centerline of Cleveland Road SW (Township Road 154) and also being the **TRUE POINT OF BEGINNING** for the land herein described as follows;

Thence with the south line of the remainder of said 84.30 acre tract and the centerline of Cleveland Road SW (Township Road 154), **N 85° 52' 39" W, 575.97+/- feet;**

Thence continuing with the south line of the remainder of said 84.30 acre tract and the centerline of Cleveland Road SW (Township Road 154), **N 85° 56' 00" W, 374.01+/- feet** to an angle point in the south line of the remainder of said 84.30 acre tract and being the southeast corner of a 0.895 acre tract as conveyed to Rodolfo Betancourt in Instrument Number 201701090000556;

Thence with the south line of the remainder of said 84.30 acre tract, the east line of said 0.895 acre tract and the east line of a 18.440 acre tract as conveyed to Bernie Caplin in Instrument Number 200910130022360, **N 03° 40' 13" E, 685.73+/- feet** to an angle point in the south line of the remainder of said 84.30 acre tract and the northeast corner of said 18.440 acre tract;

Thence with the south line of the remainder of said 84.30 acre tract and the north line of said 18.440 acre tract, **N 86° 00' 55" W, 1272.17+/- feet** to an angle point in the south line of the remainder of said 84.30 acre tract and being the northwest corner of said 18.440 acre tract;

Thence with the south line of the remainder of said 84.30 acre tract and the west line of said 18.440 acre tract, **S 02° 49' 54" W, 161.56+/- feet** to the northeast corner of the S.B. Besse's Addition as recorded in P.B. 3, Page 150 and being an angle point in south line of the remainder of said 84.30 acre tract;

Thence with the south line of the remainder of said 84.30 acre tract and the north line of said S.B. Besse's Addition, **N 86° 34' 54" W, 545.88+/- feet** to the southwest corner of the remainder of said 84.30 acre tract and being in the centerline of Summit Road (County Road 26);

Thence with the west line of the remainder of said 84.30 acre tract and the centerline of Summit Road (County Road 26), **N 03° 08' 29" E, 1014.31+/- feet;**

Thence continuing with the west line of the remainder of said 84.30 acre tract and the centerline of Summit Road (County Road 26), **N 03° 53' 50" E, 211.36+/- feet** to the northwest corner of the remainder of said 84.30 acre tract and the southwest corner of a 37.2300 acre tract as conveyed to Ralph E. Stock, Jr. and Dorothy I. Stock, Trustees under the Ralph E. Stock, Jr. and Dorothy I. Stock Irrevocable Trust, dated September 15, 2004 as recorded in Instrument Number 201411070022186;

Thence with the north line of the remainder of said 84.30 acre tract and the south line of said 37.2300 acre tract, **S 86° 02' 19" E, 1932.75+/- feet** to an angle point in the

north line of the remainder of said 84.30 acre tract, being the southeast corner of said 37.2300 acre tract and the southwest corner of a 4.74 acre tract as conveyed to Columbus Metro Equities, Inc. in Official Record 650, Page 830;

Thence with the north line of the remainder of said 84.30 acre tract and the south line of said 4.74 acre tract, **S 85° 42' 12" E, 368.64+/- feet** to an angle point in the north line of said 84.30 acre tract, the southeast corner of said 4.74 acre tract and the being the southwest corner of a 15.848 acre tract as conveyed to Summit Ridge Limited Partnership in Instrument Number 200204020012341;

Thence with the north line of the remainder of said 84.30 acre tract and the south line of said 15.848 acre tract, **S 86° 27' 25" E, 461.03+/- feet** to the northeast corner of the remainder of said 84.30 acre tract, the southeast corner of said 15.848 acre tract and the northwest corner of a 38.387 acre tract as conveyed to Summit Ridge LTD. Partnership in Official 97, Page 1140;

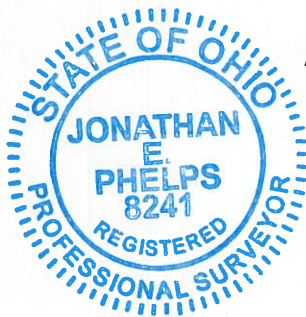
Thence with the east line of the remainder of said 84.30 acre tract and the west line of said 38.387 acre tract, **S 03° 17' 04" W, 1748.74+/- feet** to the **TRUE POINT OF BEGINNING**, containing approximately **84.18+/- acres**, more or less.

The above description was written by Advanced Civil Design and a drawing of the above description has been prepared and is a part hereof.

Bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (NSRS2007). Said bearings were derived from GPS observation and determine a portion of the centerline of Summit Road (C.R. 26) having a bearing of N03°08'29"E.

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

This description was written for zoning purposes only and was not intended to be used for the transfer of land.



**ADVANCED CIVIL DESIGN INC.**

*Jonathan E. Phelps* 2/6/19  
Jonathan E. Phelps, PS  
Registration No. 8241



INDEPENDENT TITLE BOX (OTCG)  
84105

826

17660

## GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS,

William Y. Chuko and Barbara L. Chuko, husband and wife

of Licking County for valuable consideration paid, grant(s), with general warranty covenants, to

Columbus Metro Equities, Inc.

whose tax-mailing address is:

the following REAL PROPERTY:

"See Attached Exhibit A for Legal Description"

Parcel No. 44-141474-00.000  
Street Address: 6031 Summit Road

Subject to the following: The lien of any taxes and assessments not now due and payable; zoning ordinances and regulations; legal highways; and restrictions, conditions, reservations and easements of record.

Prior Instrument Reference: Deed Book 794, page 146, Deed Book 794, page 153 and Deed Book 794, page 158, Licking County, Ohio Records.

Grantor(s) releases all rights of dower herein.

WITNESS their hands this 3rd day of May, 1994.

SIGNED AND ACKNOWLEDGED  
in the presence of:

witness JOHN B. MANTONYA

witness LAWRENCE S. PRESS

William Y. Chuko

Barbara L. Chuko

STATE OF OHIO  
COUNTY OF FRANKLIN, SS:

BE IT REMEMBERED, That on this 3rd day of May, 1994, before me, the subscriber, a Notary Public in and for said county, personally came, William Y. Chuko and Barbara L. Chuko, the Grantor(s) in the foregoing Deed, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

Notary Public

My commission expires on date  
Section 147.03 B.C.

This instrument was prepared by:  
Lawrence S. Press, Attorney at Law  
136 Mill Street, Suite 120, Gahanna, Ohio 43230

TRANSFERRED  
Date AUGUST 11 1994  
George D. Buchanan  
Licking County Auditor  
SEC.319.202 COMPLIED WITH  
GEORGE D. BUCHANAN, AUDITOR  
BY TH 996-00

## EXHIBIT "A"

Situated in the State of Ohio, County of Licking and Township of Lima and bounded and described as follows:

Being part of Lot 22 in Township 1 and Range 15 of the U. S. M. lands and more particularly bounded and described as follows:

Beginning at a point in the centerline of County Road 26 and the northwest corner of said Lot 22 and in the southwest corner of the Ralph E. & Bonnadell M. Stock property (Volume 360, page 31, of the Deed Records of Licking County, Ohio);

Thence South 88° 22' 38" East, passing along the northerly line of said Lot 22 and along the southerly line of said Stock property and passing along an existing fence line, passing an existing iron pin at 28.32 feet, a total distance of 1932.75 feet to an existing iron pin;

Thence South 88° 02' 31" East, continuing along said northerly line of Lot 22 and said existing fence line, 368.64 feet to an iron pin;

Thence South 88° 47' 44" east, continuing along said northerly line of Lot 22 and said existing fence line and along the southerly line of the Donald R. & Delena D. Morgan property (Volume 718, page 255, of said Deed Records) 461.20 feet to an iron pin;

Thence passing along the easterly line of said Lot 22 and along an existing fence line and passing along the westerly line of the Ronald H. & Marian L. Ramsey property (Volume 654, page 89, of said Deed Records), and passing along an existing fence line, the following bearings and distances: South 0° 41' 39" West, 647.53 feet to a post; and South 1° 07' 07" West, passing an iron pin at 1082.41 feet, a total distance of 1102.41 feet to a point in the centerline of Township Road 154;

Thence passing along the southerly line of said Lot 22 and along the said centerline of Township Road 154, said centerline being referenced by the following bearings and distances: North 88° 16' 00" West, 575.68 feet to a point; and North 88° 20' 59" West, 373.97 feet to a point;

Thence North 1° 19' 50" East, passing along the easterly line of the Iva McMurray property (Volume 334, page 392, and Volume 665, page 207, of said deed records), and passing along an existing fence line, 687.59 feet to an iron pin in a corner post;

Thence North 88° 21' 40" West, passing along the northerly line of said McMurray property and passing along an existing fence line, 1272.09 feet to an iron pin;

Thence South 0° 28' 59" West, passing along the westerly line of said McMurray property and passing along an existing fence line, 161.64 feet to an iron pin;

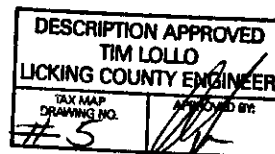
Thence North 89° 00' 37" West, passing along an existing fence line and along the northerly line of Besse's Addition to Summit Station, passing an existing iron pin at 367.39 feet and an iron pin at 520.88 feet, a total distance of 545.88 feet to a point in the said centerline of County Road 26;

Thence passing along the westerly line of said Lot 22 and along the said centerline of County Road 26, said centerline being referenced by the following bearings and distances: North 0° 47' 34" East, 1015.15 feet to a point; and North 1° 32' 55" East, 211.97 feet to the place of beginning:

Containing 84.30 acres, more or less.

Subject to all valid and existing easements of record and zoning.

The foregoing description is based upon a survey made by William B. Henderson, Ohio Reg. Surveyor No. 5242 on or about Jan. 4, 1979.



RECEIVED & RECORDED *Aug 11 1994*  
 at *2:00* o'clock *A* M IN OFFICIAL RECORD  
 VOL *650* PAGE *826* FEE *14.00*  
 ROBERT E. WISE, LICKING COUNTY RECORDER

*Env. Ch. 10-10-10*



## *The Maple Street Collection*



**Doris Bragg  
P.O. Box 86  
Summit Station, OH 43073**

**Patrick & Theresa Joseph  
P.O. Box 125  
Summit Station, OH 43073**

**Harold Lines  
P.O. Box 84  
Summit Station, OH 43073**

**Roger & Brenda Coulson  
35 Broad Street SW  
Pataskala, OH 43062**

**Destiny Coleman  
6335 Summit Rd. SW  
Pataskala, OH 43062**

**Donna Spencer  
6345 Summit Rd. SW  
Pataskala, OH 43062**

**Peter Holmes  
Susan Stazione  
6334 Summit Rd. SW  
Pataskala, OH 43062**

**Frederick & Sherry Robinson  
P.O. Box 126  
Summit Station, OH 43073**

**Patrick & Trisha Bridger  
6154 Summit Rd.  
Pataskala, OH 43062**

**Gerald Steele  
6713 Maplebrook Ln.  
Columbus, OH 43235**

**Jason Sedziol  
Charla Monek  
105 Windward Dr.  
Pataskala, OH 43062**

**Adam & Traci Schleppi  
100 Windward Dr.  
Pataskala, OH 43062**

**Theodore & Deborah Landers  
104 Windward Dr.  
Pataskala, OH 43062**

**John & Beth Shannon  
6100 Summit Rd.  
Pataskala, OH 43062**

**John Wagy  
14445 Havens Corner Rd.  
Pataskala, OH 43062**

**Ralph & Dorothy Stock, Trustees  
472 Virginia Ct.  
Pataskala, OH 43062**

**Columbus Metro Equities Inc.  
Barbara Chuko  
393 Westland Ave.  
Columbus, OH 43209**

**Summit Ridge Limited Partnership  
Ronald Thomas  
1291 Poppy Hills Dr.  
Blacklick, OH 43004**

**SWLWSD  
P.O. Box 215  
Etna, OH 43018**

**Jack & Clara Neville  
P.O. Box 163  
Summit Station, OH 43073**

**John Blythe  
352 Woodside Dr. SW  
Pataskala, OH 43062**

**Brenda Overholts  
13567 Cleveland Rd.  
Pataskala, OH 43062**

**Richard & Mary Thompson  
13545 Cleveland Rd.  
Pataskala, OH 43062**

**Jeffrey Crowder  
13623 Cleveland St. SW  
Pataskala, OH 43062**

**Jodyanne Fife  
P.O. Box 214  
Summit Station, OH 43073**

**James & Ronda Whitesel  
13673 Cleveland Rd.  
Pataskala, OH 43062**

**Tammy Britt  
13697 Cleveland Rd. SW  
Pataskala, OH 43062**

**Dante Collier  
13714 Cleveland Rd.  
Pataskala, OH 43062**

**Rodolfo Betancourt  
13650 Cleveland Rd.  
Pataskala, OH 43062**

**Reliable Pataskala LLC  
1600 Universal Rd.  
Columbus, OH 43207**



\*Zoning Designation: RR

---

\*Zoning Designation: R-87

Summit Ridge  
Limited Partnership  
P.N. 063-14119800001  
I.N. 200204020012341  
15.848 Acre

\*Zoning Designation: RR

N3°53'50"E 211.36 ±'

ROAD (COUNTY ROAD 26)

WINDWARD  
DRIVE

40

Designation: PDD  
08'29"E 1014.31'±

\*Zoning Designation: R-20  
\*Zoning Designation: R-87  
\*Zoning Designation: PDD  
N3°08'29"E 1014.31'±

SUMMIT ROAD (COUNTY ROAD 26)

Columbus Metro Equities, Inc.  
P.N. 063-14147400000  
O.R. 650, Pg. 826  
84.30 Acre (remainder)

**84.18±  
Acres**

N86°00'55"W 1272.17'±

Bernie Caplin  
 P.N. 063-1411500000  
 I.N. 200910130022360  
 18.440 Acre

N86°34'54"W 545.88'±

S.B. BESSE'S ADDITION  
P.B. 3, PG. 150

S2°49'54"W 161.56'±

**84.18± ACRE ZONING EXHIBIT**  
 Lot 22, Third Quarter, Township 1, Range 15  
 United States Military Lands  
 City of Pataskala, Licking County, Ohio

PLAN PREPARED BY: JEP  
CHECKED BY: JEP

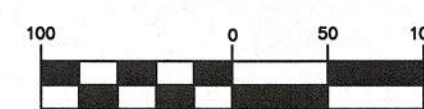


422 Beecher Road  
Gahanna, Ohio 43230  
ph 614.428.7750  
fax 614.428.7755

SCALE: 1" = 100'  
DATE: February 06, 2019

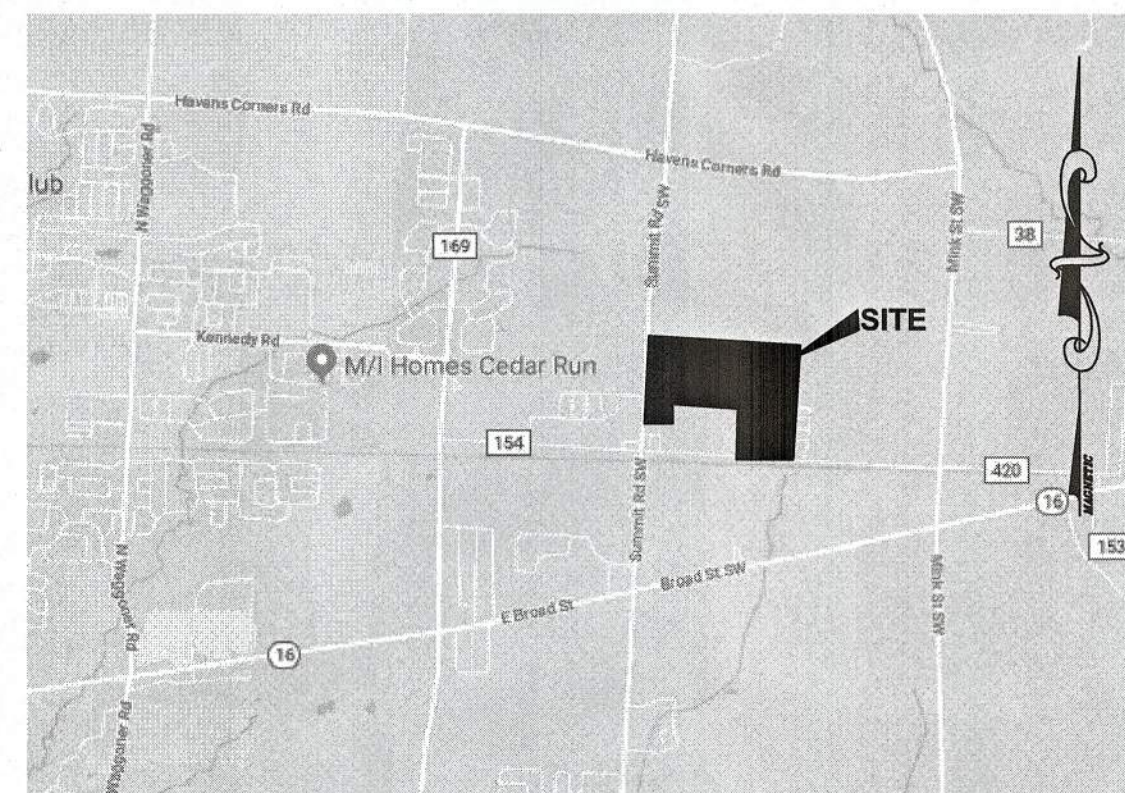
SHEET 1 / 1  
JOB NO.: 18-0004-644

GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.

Bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (NSRS2007). Said bearings were derived from GPS observation and determine a portion of Summit Road (C.R. 26) having a bearing of N03°08'29"E.



**VICINITY MAP**  
SCALE: NTS



### LEGEND

LEGEND  
\*City of Pataskala Zoning Map  
dated: June 27, 2017

This Survey is for zoning purposes only and was not intended to be used for the transfer of land.

This Survey is based on existing records from Licking County.

ADVANCED CIVIL DESIGN, INC.

Jonathan E. Phelps Date 2/6/19  
Reg. No. 8241

Rodolfo Betancourt  
P.N. 063-14659200000  
I.N. 201701090000556  
0.895 Acre

SUMMIT HEIGHTS ADDITION  
P.B. 5, PG. 213

N85°56'00"W 374.01'±

N85°52'39"W 575.97'±

CLEVELAND ROAD SW (TOWNSHIP ROAD 154)

\*Zoning Designation: R-87 S37°04'W 1748.74'±

\*Zoning Designation: RR

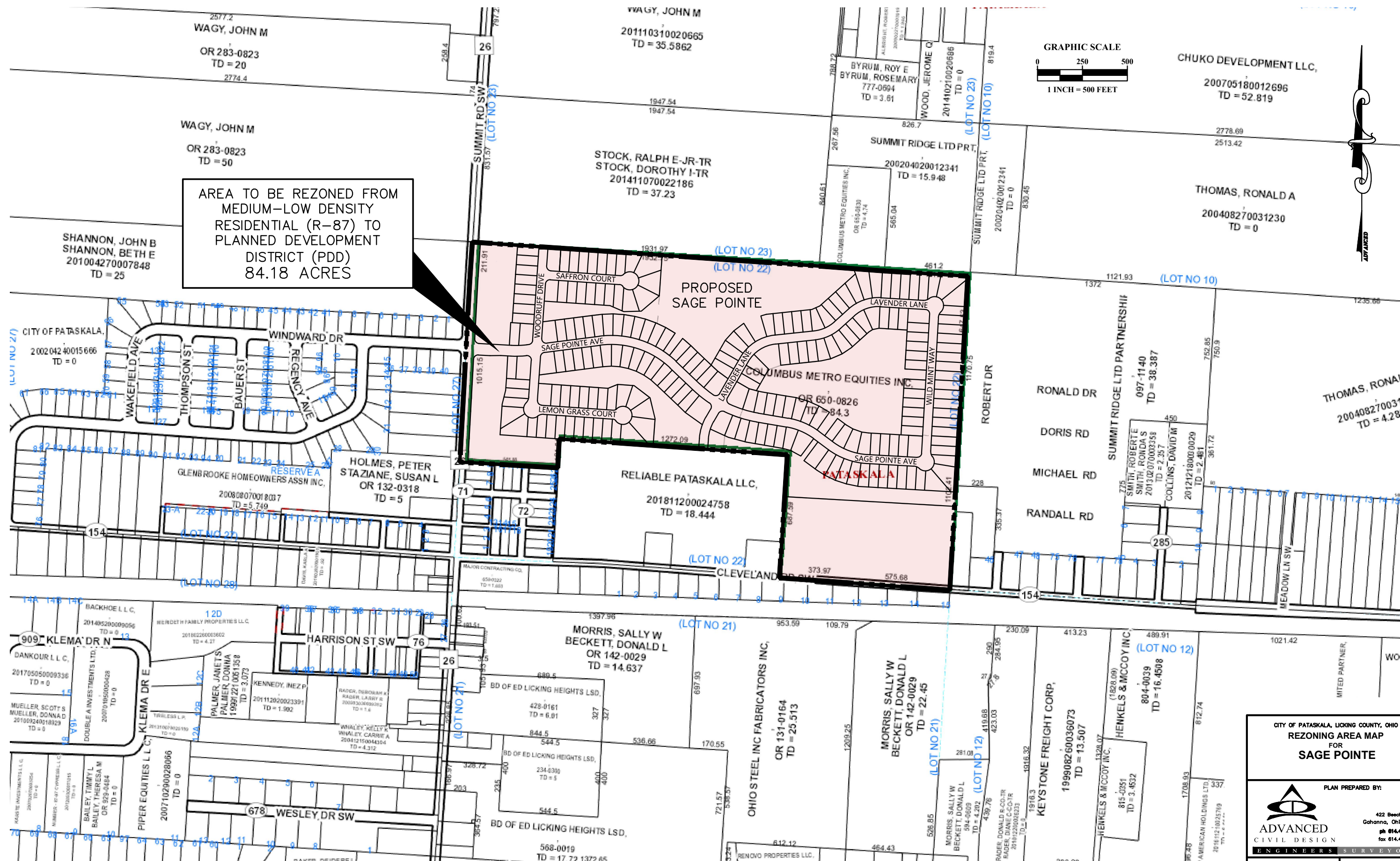
Summit Ridge LTD. Partnership  
P.N. 063-1413180000  
O.R. 97, Pg. 1140  
38.387 Acre

The Southwest Licking  
Community Water  
and Sewer District  
P.N. 063-14131800001  
I.N. 199112100022169  
1,500 Acre

Clara J. Neville and Jack C. Neville, Jr., for their joint lives, remainder to the survivor of them  
P.N. 063-14641200000  
I.N. 201309040022615, 1 Acre



Z:\18-004-644\PRODUCTION DRAWINGS\EXHIBIT\Resoning Area Map.dwg Layout Feb 08, 2019 - 2:48:09pm jary



CITY OF PATASKALA, LICKING COUNTY, OHIO  
REZONING AREA MAP  
FOR  
SAGE POINTE

PLAN PREPARED BY:

**ADVANCED**  
CIVIL DESIGN  
ENGINEERS SURVEYORS

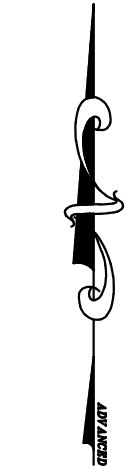
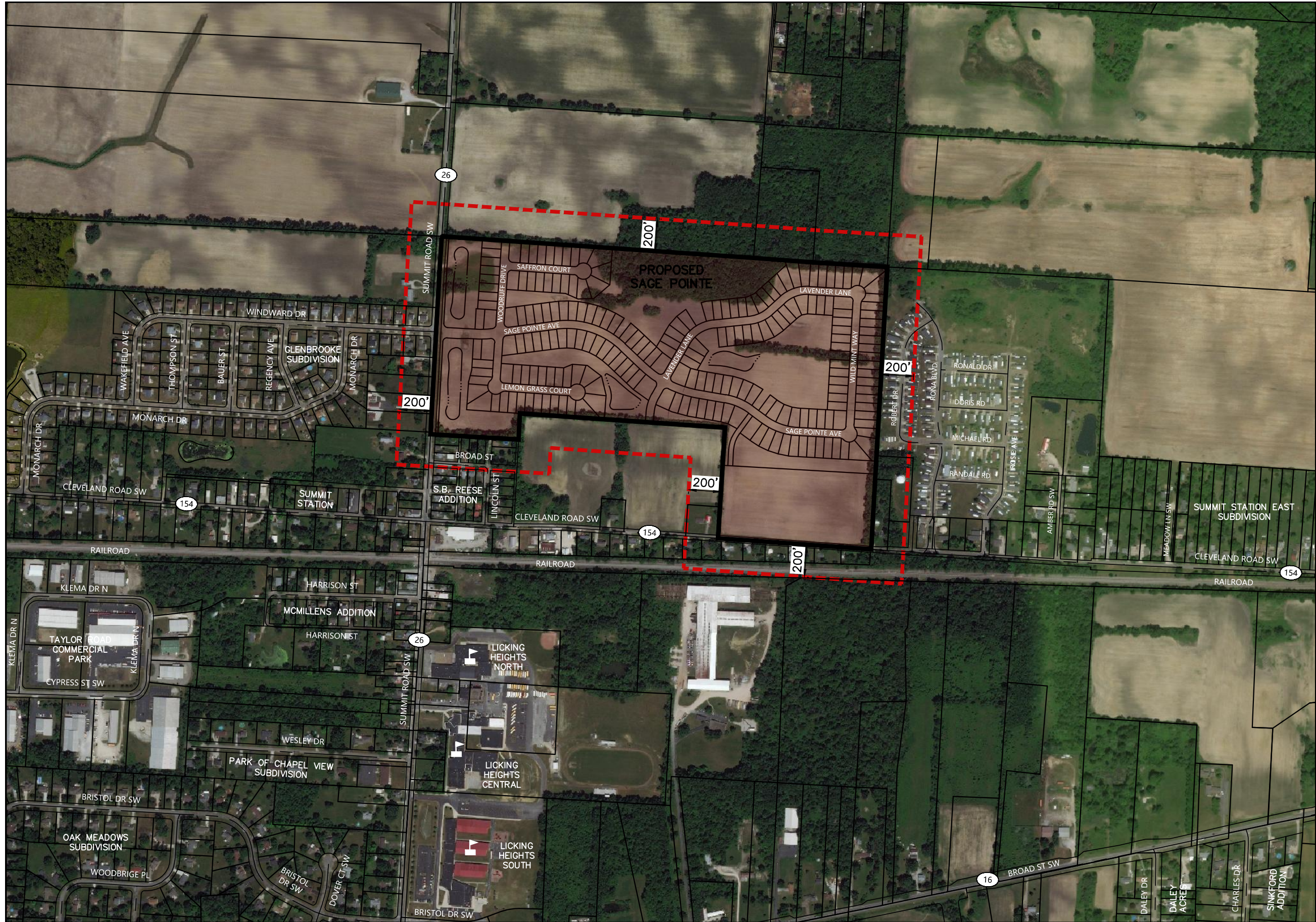
422 Beecher Road  
Gahanna, Ohio 43230  
ph 614.428.7700  
fax 614.428.7755

SCALE: 1" = 500'  
DATE: FEBRUARY 8, 2018


SHEET 1 / 1



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GRAPHIC SCALE  
0 300 600  
1 INCH = 600 FEET

CITY OF PATASKALA, LICKING COUNTY, OHIO PRELIMINARY PLAN AREA MAP FOR SAGE POINTE	
PLAN PREPARED BY:  ADVANCED CIVIL DESIGN ENGINEERS SURVEYORS	
422 Beecher Road Gahanna, Ohio 43230 ph 614.428.7700 fax 614.428.7755	SCALE: 1" = 600' DATE: FEBRUARY 8, 2019
SHEET 1 / 1	

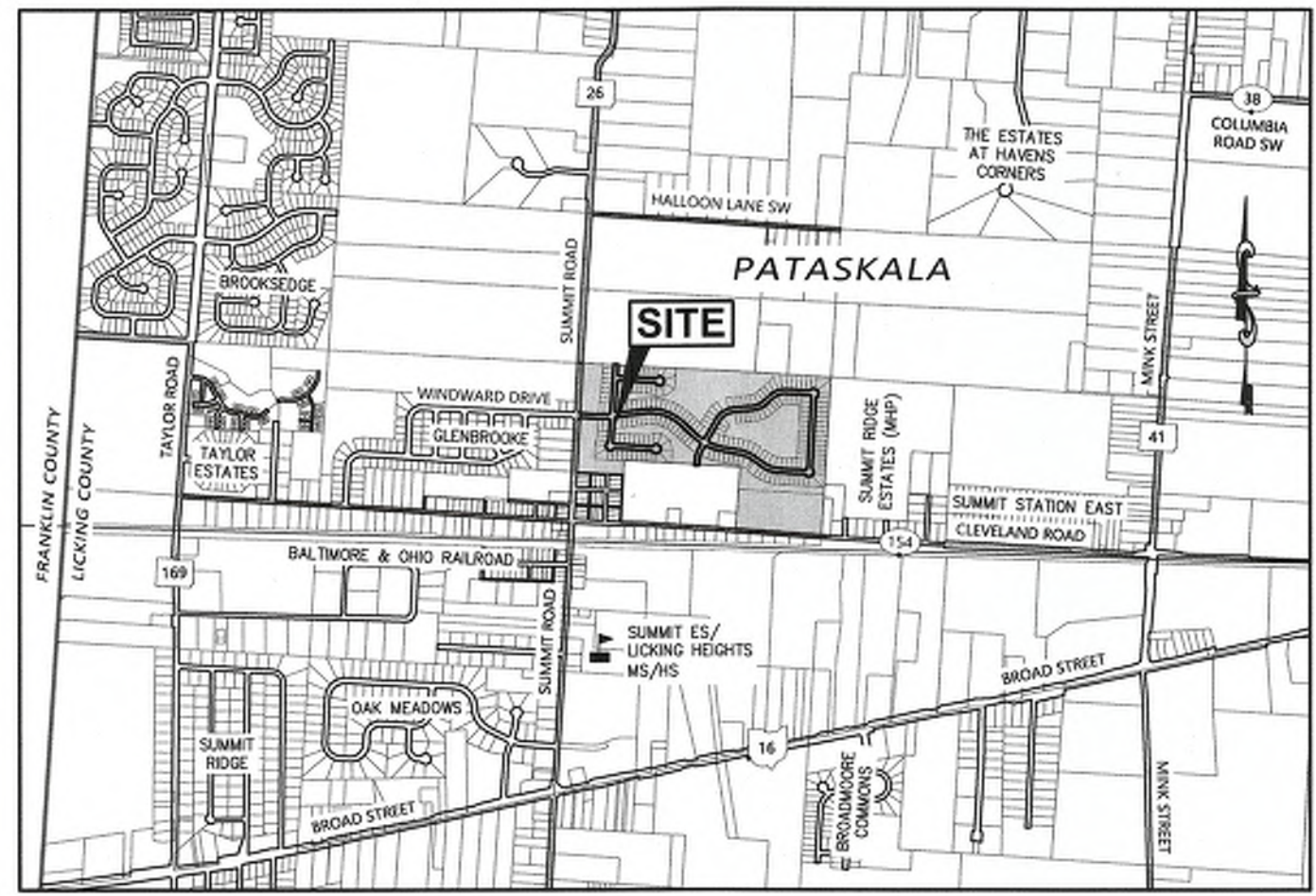


# UTILITY CONTACTS

ELECTRIC	AMERICAN ELECTRIC POWER COMPANY 700 MORRISON ROAD GAHANNA, OHIO 43230-6605 ATTN: ANDREW L. WAINWRIGHT (614) 883-6821	PHONE/CATV	CHARTER COMMUNICATIONS (SPECTRUM/TIME WARNER) P.O. BOX 2553 COLUMBUS, OHIO 43216 ATTN: DAVID HOLSTEIN (614) 975-7468
GAS	THE ENERGY COOPERATIVE 120 O'NEIL DRIVE HEBRON, OHIO 43025 ATTN: SEAMUS MULLIGAN (800) 255-6815		CENTURYLINK 441 WEST BROAD STREET PATASKALA, OHIO 43062 ATTN: DEE REED (740) 927-8282
	COLUMBIA GAS OF OHIO 1600 DUBLIN ROAD COLUMBUS, OHIO 43215 ATTN: NICK SCHLARB (614) 633-8219		SOUTHWEST LICKING COMMUNITY WATER AND SEWER DISTRICT (S.W.C.W.S.D.) 69 TELLERS LANE PATASKALA, OHIO 43062 ATTN: LEO B. CONKEL JR. (740) 927-0410

# PRELIMINARY PLAN FOR SAGE POINTE

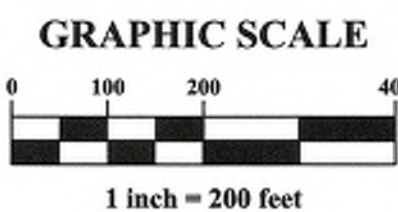
CITY OF PATASKALA, LICKING COUNTY, OHIO  
PART OF LOT 22, TOWNSHIP 1, RANGE 15  
UNITED STATES MILITARY LANDS  
2019



VICINITY MAP  
SCALE: 1"=2,500'

## SHEET INDEX

TITLE SHEET	1
EXISTING CONDITIONS PLAN	2
SITE & UTILITY PLAN	3-5



## APPLICANT

GRAND COMMUNITIES, LLC  
3940 OLYMPIC BOULEVARD  
ERLANGER, KENTUCKY 41018  
PHONE: 859-578-7705  
FAX: 866-724-6988  
AMANDA WEBB  
AWEBB@FISCHERHOMES.COM

## ENGINEER

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

## OWNER

COLUMBUS METRO EQUITIES INC.  
2717 ARABIAN DRIVE  
HUBBARD, OHIO 44425  
VEERIAH C PARNI

## PHASING SUMMARY

	TOTAL LOTS	TOTAL ACREAGE
PHASE 1	38	16.28
PHASE 2	29	7.07
PHASE 3	33	9.90
PHASE 4	42	18.20
PHASE 5	36	7.47
PHASE 6	33	15.26
TOTAL	211	74.18

† INCLUDES LOTS 202 & 203 WHICH SHALL NOT BE BUILT UPON UNTIL WOODRUFF DRIVE IS EXTENDED.

## PLANNED DEVELOPMENT DISTRICT (PDD) STATISTICS

MINIMUM LOT SIZE	52'x120' (0.14 ± AC.)
FRONT YARD SETBACK	25'
REAR YARD SETBACK	20'
SIDE YARD SETBACK	5' MIN (10' TOTAL)

## FLOODPLAIN

THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) SHOWS THAT THE SUBJECT PROPERTY IS LOCATED WITHIN AN AREA DESIGNATED AS ZONE X. ZONE X IS DEFINED AS: AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON FLOOD INSURANCE RATE MAPS (FIRM); LICKING COUNTY, OHIO, PANEL 0288, MAP 39089C, SUFFIX J, EFFECTIVE DATE (MARCH 16, 2015) & LICKING COUNTY, OHIO, PANEL 0426, MAP 39089C, SUFFIX J, EFFECTIVE DATE (MARCH 16, 2015) & LICKING COUNTY, OHIO, PANEL 0407, MAP 39089C, SUFFIX H, EFFECTIVE DATE (MAY 2, 2007) & LICKING COUNTY, OHIO, PANEL 0269, MAP 39089C, SUFFIX H, EFFECTIVE DATE (NOT PRINTED).



800-362-2764 or 811  
www.oups.org

## SIGNATURES

Michael Kady  
APPLICANT, GRAND COMMUNITIES, LLC

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

8-8-19  
DATE

8/8/2019  
DATE

CHAIRMAN OF PLANNING AND ZONING COMMISSION

UTILITY DIRECTOR

DIRECTOR OF PLANNING

PUBLIC SERVICE DIRECTOR

CITY ADMINISTRATOR

CITY ENGINEER

Date: 08/09/2019

Scale: AS NOTED

Drawn By: JRS

Checked By: DDD

Project Number:

18-0004-644

Drawing Number:

1/5

## OWNERSHIP INFORMATION

A LANDERS THEODORE A & DEBORAH PN: 063-140160-00.004 ZONED PDD	J COLEMAN DESTINY L PN: 063-151770-00.000 ZONED R-87	R BRITT TAMMY PN: 063-149238-00.000 ZONED R-87
B SCHLEPPI ADAM N & TRACI M PN: 063-140160-00.003 ZONED PDD	K SPENCER DONNA PN: 063-149562-00.000 ZONED R-87	S WHITSEL JAMES D & RONDA E PN: 063-151662-00.000 ZONED R-87
C MONEK CHARLA A & SEDZIO JASON W PN: 063-140160-00.041 ZONED PDD	L COULSON ROGER D & BRENDA K PN: 063-150510-00.000 ZONED R-87	T FIFE JODYANNE C PN: 063-144252-00.000 ZONED R-87
D STEELE GERALD W PN: 063-140160-00.042 ZONED PDD	M COULSON ROGER D & BRENDA K PN: 063-150516-00.000 ZONED R-87	U CROWDER JEFFREY S PN: 063-142758-00.000 ZONED R-87
E BRIDGER PATRICK O & TRISHA A PN: 063-140166-00.001 ZONED R-20	N COULSON ROGER D & BRENDA K PN: 063-150504-00.000 ZONED R-87	V THOMPSON RICHARD LEE & MARY HAZEL PN: 063-150966-00.000 ZONED R-87
F ROBINSON FREDERICK & SHERRY PN: 063-140160-02.000 ZONED R-20	O JOSEPH PATRICK L & THERESA L PN: 063-143232-00.000 ZONED R-87	W OVERHOLTS BRENDA MARIE PN: 063-142764-00.000 ZONED R-87
G ROBINSON FRED & SHERRY PN: 063-140160-03.000 ZONED R-20	P BRAGG DORIS A PN: 063-149820-00.000 ZONED R-87	X BLYTHE JOHN STEVEN PN: 063-145494-00.000 ZONED R-87
H ROBINSON FREDERICK & SHERRY PN: 063-140160-04.000 ZONED R-20	Q COLLIER DANTE PN: 063-145572-00.000 ZONED R-87	Y SUMMIT RIDGE LIMITED PARTNERSHIP PN: 063-148854-00.000 ZONED R-MH
I LINES HAROLD V PN: 063-149556-00.000 ZONED R-87		

## INDEX MAP/PHASING PLAN

SCALE: 1"=200'

SITE STATISTICS		
TOTAL HOMESITES (52'x120' MIN.)	211	2.51 UNITS PER ACRE
LAND USE	ACREAGE	LEGEND
RIGHT-OF-WAY INTERNAL	8.93 ACRES	10.61%
EX-RIGHT-OF-WAY SUMMIT ROAD	0.84 ACRES	1.00%
PROPOSED RIGHT-OF-WAY SUMMIT ROAD	0.42 ACRES	0.50%
OPEN SPACE		
HERON MANOR	28.60 ACRES	-
LAND DEDICATION TO LHSD	10.00 ACRES	-
TOTAL OPEN SPACE:	38.60 ACRES	45.86%
RESIDENTIAL LOTS	35.38 ACRES	42.03%
TOTAL SITE ACREAGE	84.18 ACRES	100.00%
LOTS BACKING TO OPEN SPACE	156	73.93%
MINIMUM FLOOR AREA	1,300 SQ.FT.	W/BASEMENT
	1,450 SQ.FT.	W/O BASEMENT

PROJECT SURVEY COMPLETED OCTOBER 12, 2018.

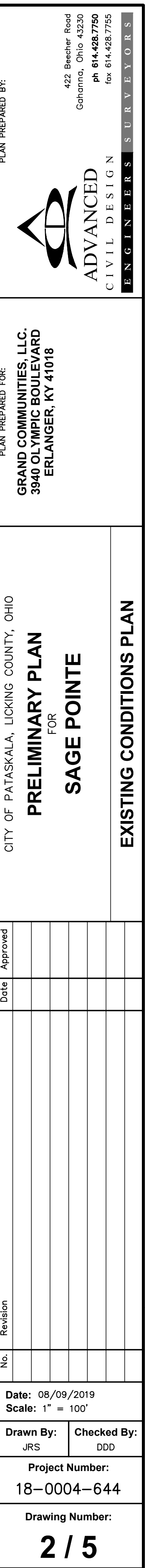
TOTAL OPEN SPACE OCCUPIED BY STORMWATER MANAGEMENT FACILITIES IS 4.16 ACRES, OR 10.78% OF THE TOTAL OPEN SPACE ACREAGE.

## BENCH MARKS

BASED ON NAVD 1988 DATUM

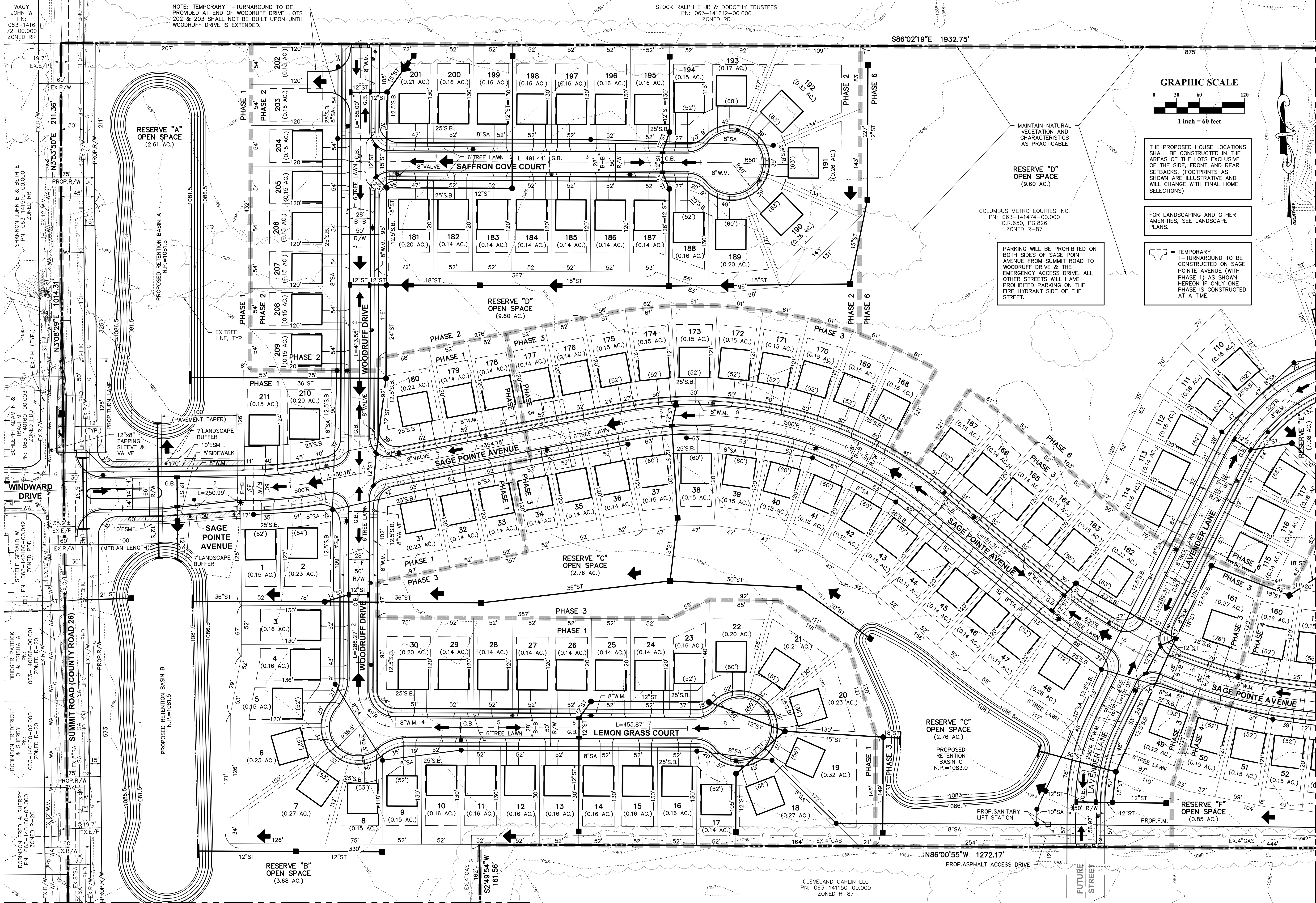
SITE B.M.#1	CHISELED "X" ON SOUTH SIDE, TOP FLANGE OF FIRE HYDRANT BOLT, LOCATED APPROXIMATELY 44' EAST OF THE DRIVEWAY TO RESIDENCE 13650 CLEVELAND ROAD, AND 4' NORTH OF CLEVELAND ROAD EDGE OF PAVEMENT. N: 727915.443 E: 1899725.670 Elev.=1092.947
SITE B.M.#2	CHISELED "X" ON SOUTH SIDE, TOP FLANGE OF FIRE HYDRANT BOLT, LOCATED ACROSS THE STREET FROM THE RESIDENCE AT 13545 CLEVELAND ROAD, APPROXIMATELY 5' NORTH OF EDGE OF PAVEMENT. N: 727878.791 E: 1900237.752 Elev.=1097.253
SITE B.M.#3	CHISELED "X" ON SOUTH SIDE, TOP FLANGE OF FIRE HYDRANT BOLT, LOCATED APPROXIMATELY 17' EAST OF THE DRIVEWAY TO THE RESIDENCE OF 13500 CLEVELAND ROAD AND 3' NORTH OF CLEVELAND ROAD EDGE OF PAVEMENT. N: 727642.135 E: 1900733.509 Elev.=1092.302
SITE B.M.#4	CHISELED "X" ON EAST SIDE, TOP FLANGE OF FIRE HYDRANT BOLT, LOCATED APPROXIMATELY 114' NORTH OF THE DRIVEWAY TO RESIDENCE 6194 SUMMIT ROAD AND 6' WEST OF SUMMIT ROAD EDGE OF PAVEMENT. N: 729297.479 E: 1897985.610 Elev.=1088.412
SITE B.M.#5	CHISELED "X" ON EAST SIDE, TOP FLANGE OF FIRE HYDRANT BOLT, LOCATED APPROXIMATELY 72' NORTH OF THE DRIVEWAY TO RESIDENCE 6194 SUMMIT ROAD AND 9' WEST OF SUMMIT ROAD EDGE OF PAVEMENT. N: 728794.753 E: 1897965.014 Elev.=1087.300







Z:\18-0004-644\DWG\PRODUCTION DRAWINGS\PRE DEVELOPMENT PLAN\Site and Utility Plan.dwg Layout1 Aug 08, 2019 - 9:43:19am jerry



PLAN PREPARED BY:  
GRAND COMMUNITIES, LLC  
3940 OLYMPIC BOULEVARD  
EURLANGER, KY 41018

CITY OF PATASKALA, LUCKING COUNTY, OHIO

PRELIMINARY PLAN  
FOR  
SAGE POINTE

SITE & UTILITY PLAN

No.	Revision	Date	Approved

Date: 08/09/2019  
Scale: 1" = 60'

Drawn By: JRS  
Checked By: DDD

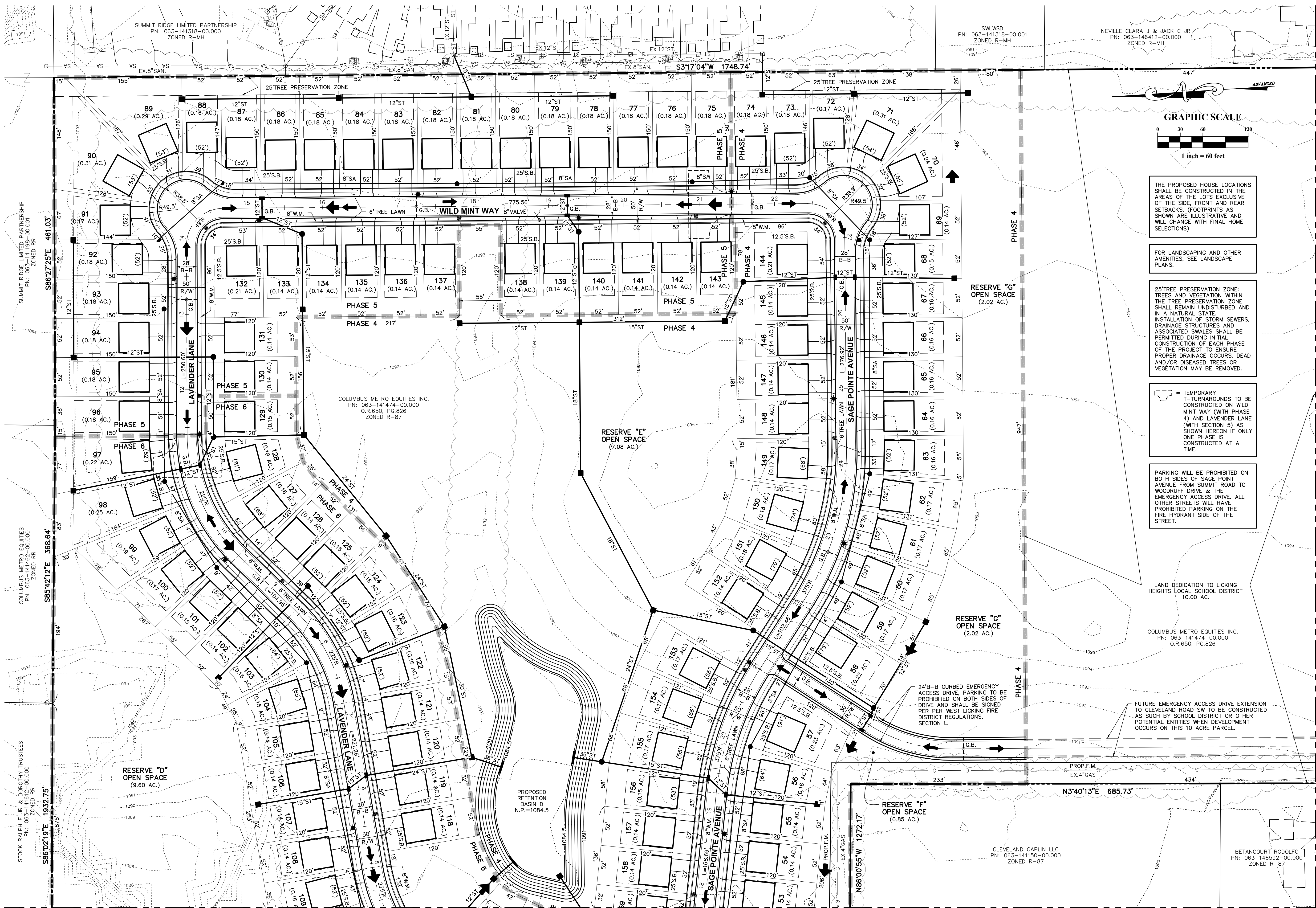
Project Number:  
18-0004-644

Drawing Number:  
3 / 5

ADVANCED  
CIVIL DESIGN  
ENGINEERS & SURVEYORS

422 Beecher Road  
Gahanna, Ohio 43230  
ph 614.428.7750  
fax 614.428.7755





MATCH LINE - SEE SHEET 3

MATCH LINE - SEE SHEET 5

PLAN PREPARED FOR:

GRAND COMMUNITIES, LLC  
3940 OLYMPIC BOULEVARD  
ERLANGER, KY 41018

CITY OF PATASKALA, LICKING COUNTY, OHIO

PRELIMINARY PLAN  
FOR  
SAGE POINTE

SITE & UTILITY PLAN

No.	Revision	Date	Approved

Date: 08/09/2019  
Scale: 1" = 60'

Drawn By: JRS  
Checked By: DDD

Project Number:  
18-0004-644

Drawing Number:  
4 / 5

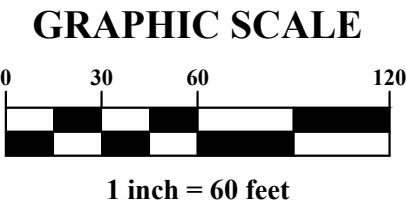
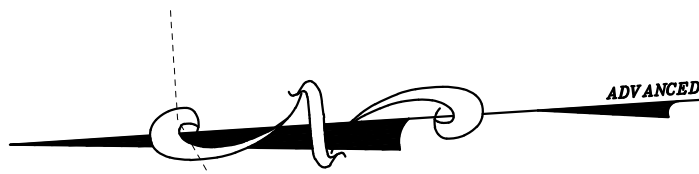
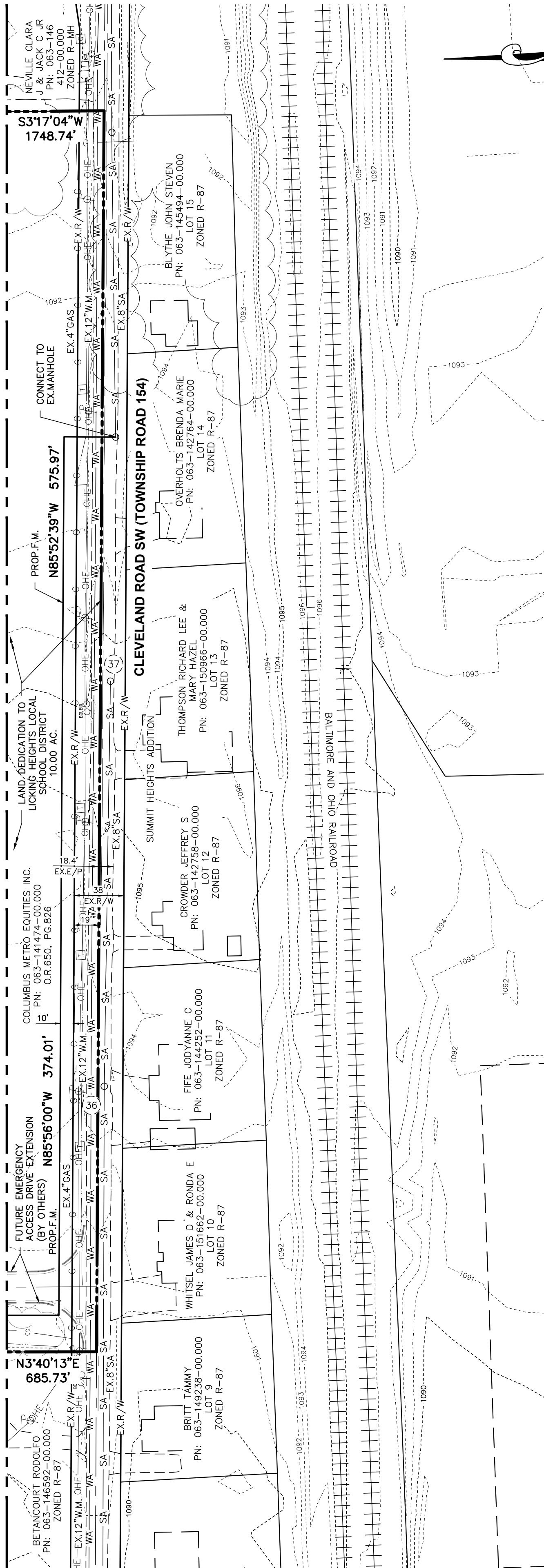
PLAN PREPARED BY:

ADVANCED  
CIVIL DESIGN  
ENGINEERS & SURVEYORS

422 Beecher Road  
Gahanna, Ohio 43230  
ph 614.428.7750  
fax 614.428.7755

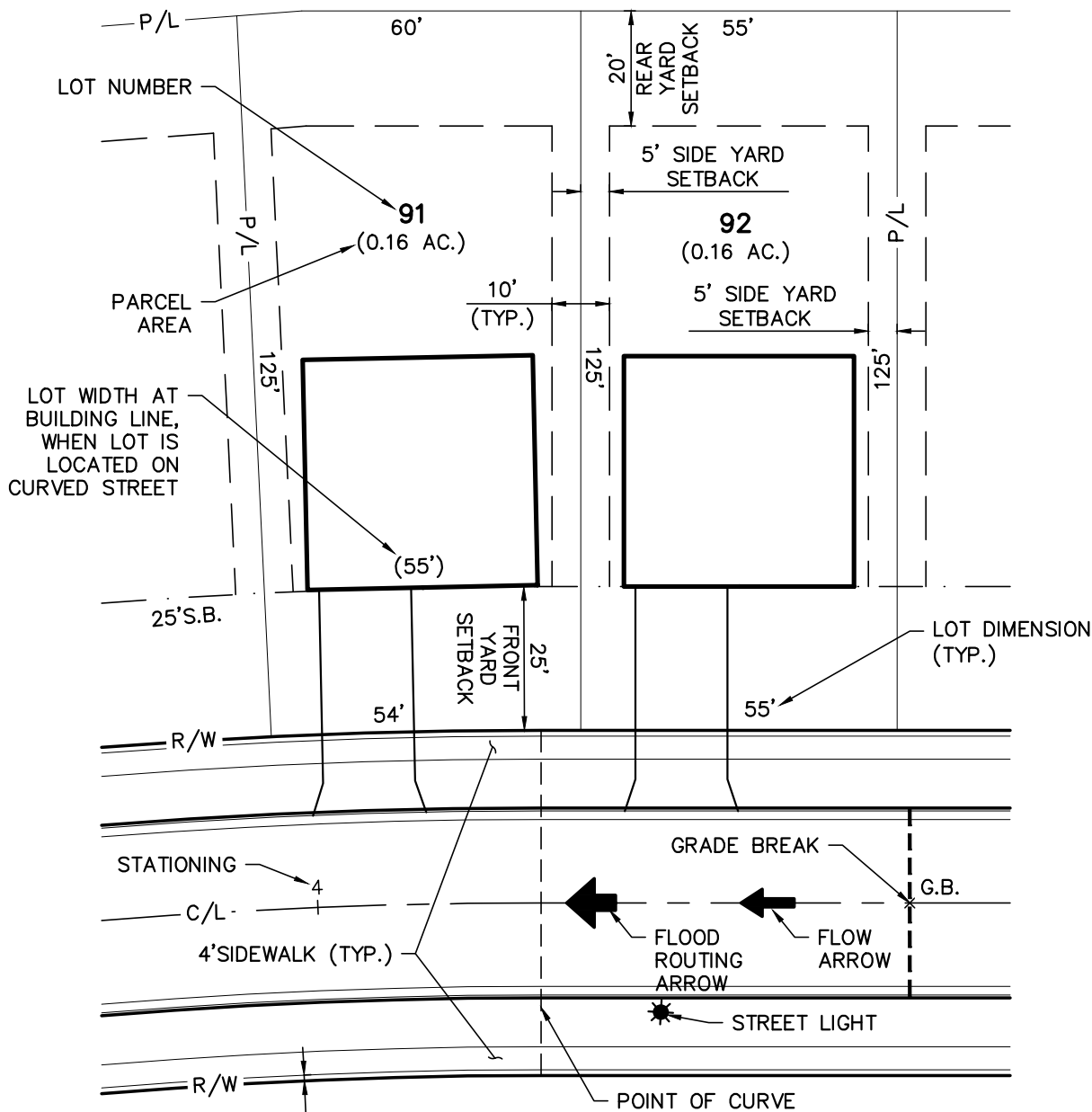


MATCH LINE - SEE SHEET 4



LEGEND

- EX. FIRE HYDRANT
- EX. WATER MAIN
- EX. HEADWALL
- EX. STORM SEWER
- EX. CURB INLET
- EX. SANITARY SEWER
- EX. MAJOR CONTOUR
- EX. MINOR CONTOUR
- PROP. FIRE HYDRANT
- PROP. WATER MAIN
- PROP. HEADWALL
- PROP. STORM SEWER
- PROP. CURB INLET
- PROP. SANITARY SEWER



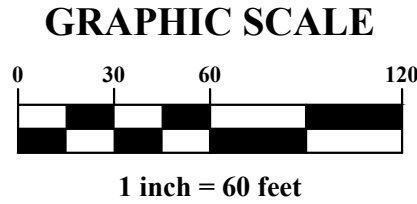
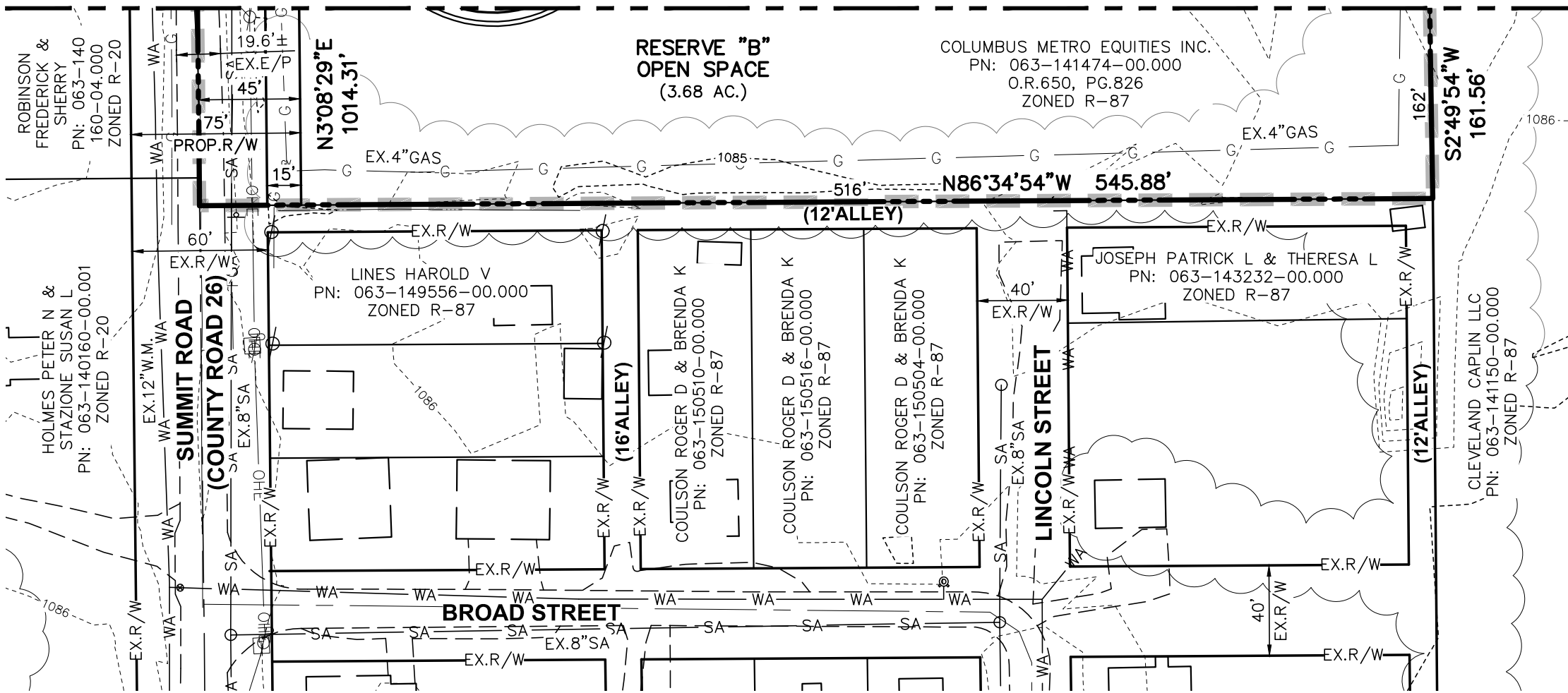
TYPICAL LOT LAYOUT

No Scale

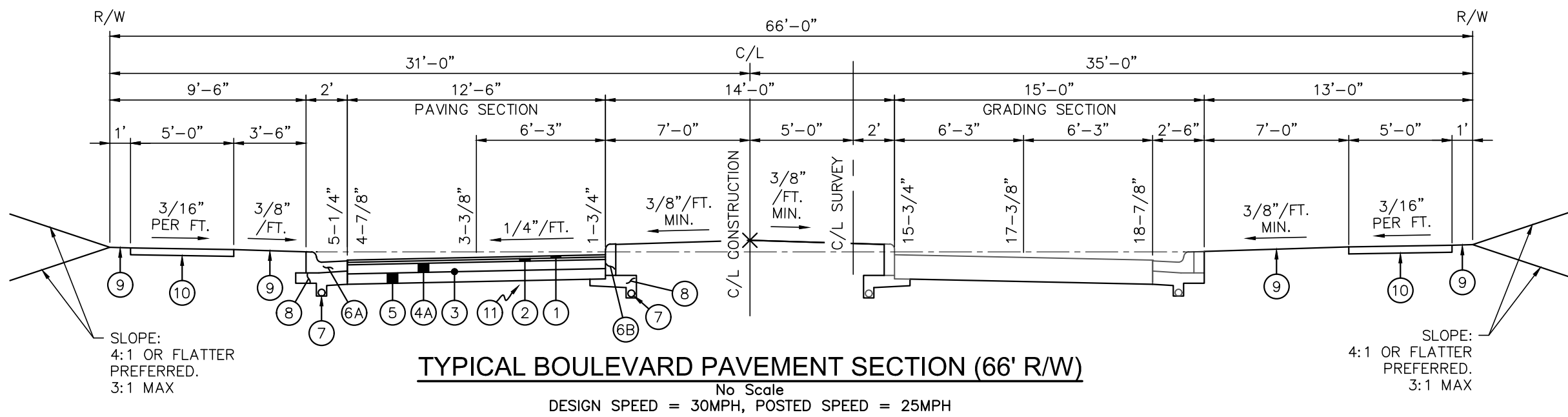
NOTES:

- ALL RESERVES ARE TO BE OWNED AND MAINTAINED BY THE SAGE POINTE HOMEOWNERS ASSOCIATION.
- FOR TREE REPLACEMENT, LANDSCAPE AND SIGNAGE LOCATIONS AND DETAILS, SEE TREE REPLACEMENT, LANDSCAPE AND SIGNAGE PLANS.
- WATER AND SANITARY SEWER SERVICE TO BE PROVIDED BY SOUTHWEST LICKING COMMUNITY WATER AND SEWER DISTRICT (SWLWCSO).
- WATER AND SANITARY SEWER DEMAND RATES FOR SAGE POINTE WILL COMPLY WITH THE CITY OF PATASKALA ENGINEERING STANDARDS FOR SINGLE FAMILY DEVELOPMENTS.
- SIDEWALKS WILL BE CONSTRUCTED THROUGHOUT THIS SUBDIVISION PER THE CITY STANDARDS. LOCATIONS OF SIDEWALK SHOWN ON THE TYPICAL SECTIONS.
- BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83 (NSRS2007). SAID BEARINGS WERE DERIVED FROM GPS OBSERVATION.
- THE UTILITY SIZES AND LOCATIONS SHOWN HEREON ARE APPROXIMATE ONLY AND GENERAL IN NATURE. MINOR RELOCATIONS AND/OR CHANGES IN SIZING DURING FINAL ENGINEERING DESIGN ARE TO BE EXPECTED. SUCH CHANGES WILL NOT AFFECT THE SERVICEABILITY OR VIABILITY OF THE PROJECT.
- UTILITY EASEMENTS TO BE DEFINED DURING FINAL PLATTING.
- EROSION AND SEDIMENT CONTROL MEASURES FOR THIS PROJECT WILL BE PROVIDED WITH EACH PHASE OF CONSTRUCTION PLANS AND WILL COMPLY WITH THE CURRENT STATE OF OHIO REGULATIONS AND CONSIST OF BEST MANAGEMENT PRACTICES AS DEPICTED IN THE ODNR RAINWATER AND LAND DEVELOPMENT MANUAL.
- PARKING WILL BE PROHIBITED ON BOTH SIDES OF SAGE POINTE AVENUE FROM SUMMIT ROAD TO WOODRUFF DRIVE & THE EMERGENCY ACCESS DRIVE. ALL OTHER STREETS WILL HAVE PROHIBITED PARKING ON THE FIRE HYDRANT SIDE OF THE STREET.
- BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83 (NSRS2007). SAID BEARINGS WERE DERIVED FROM GPS OBSERVATION.

MATCH LINE - SEE SHEET 5

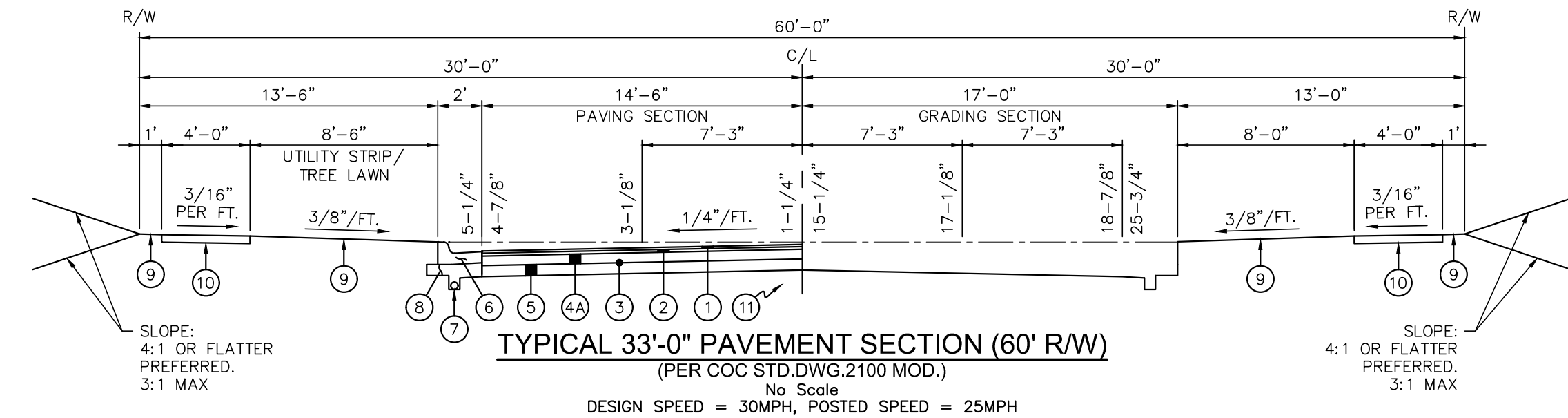


GRAPHIC SCALE



TYPICAL BOULEVARD PAVEMENT SECTION (66' R/W)

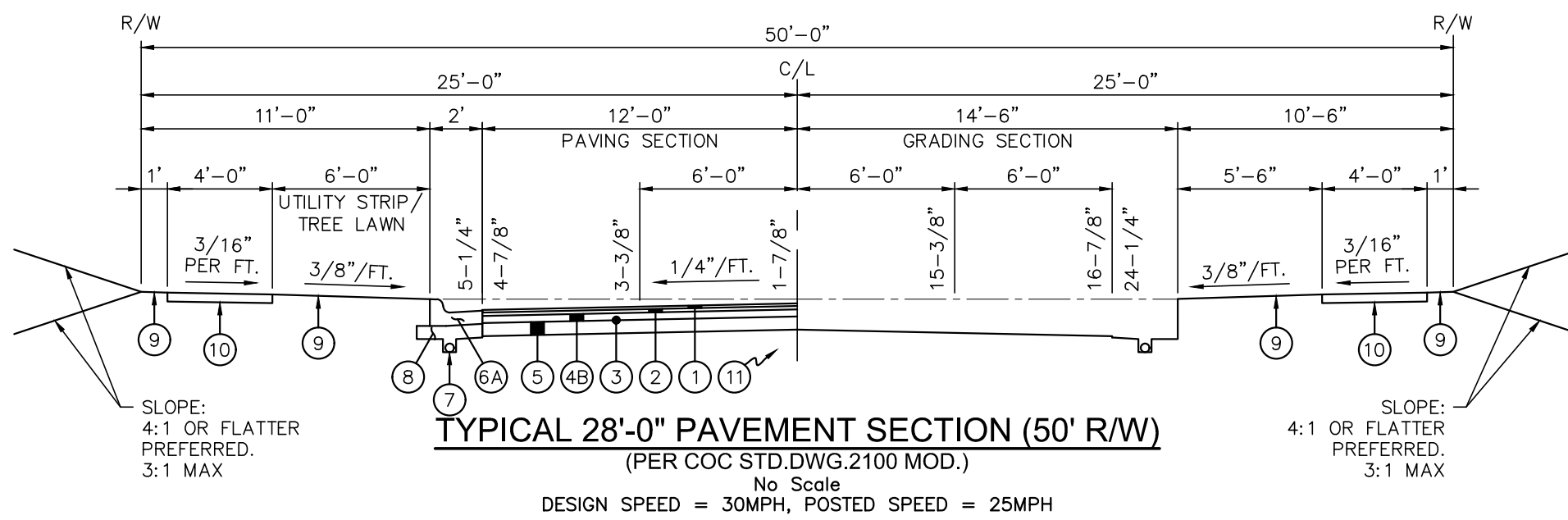
No Scale  
DESIGN SPEED = 30MPH, POSTED SPEED = 25MPH



TYPICAL 33'-0" PAVEMENT SECTION (60' R/W)

(PER COC STD.DWG.2100 MOD.)

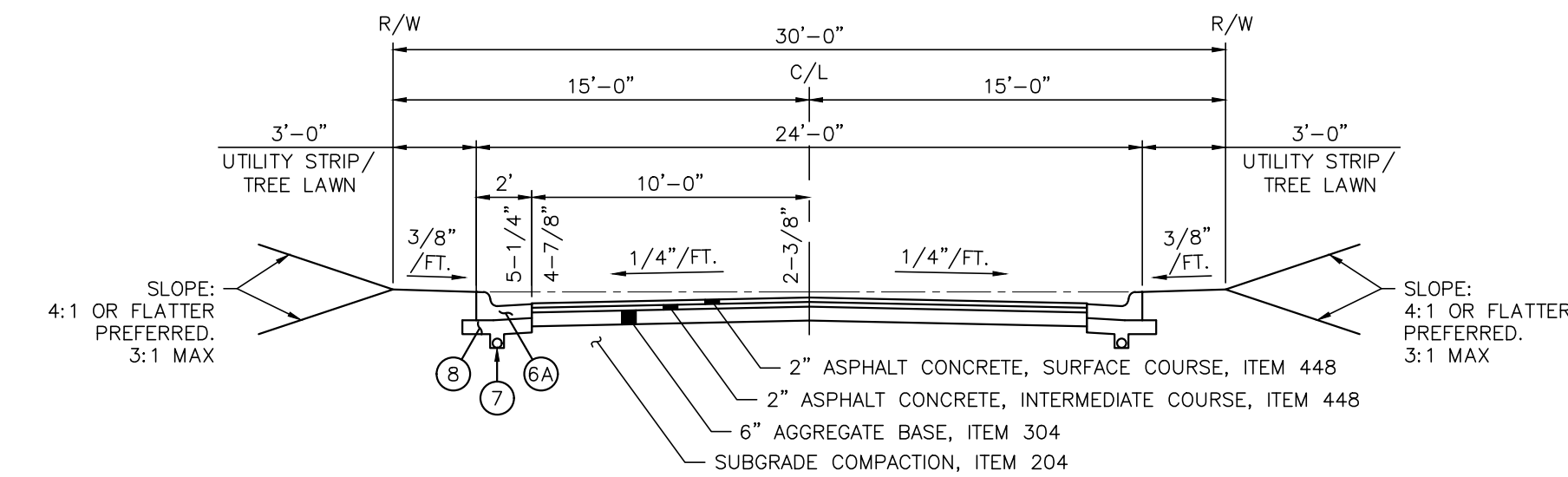
No Scale  
DESIGN SPEED = 30MPH, POSTED SPEED = 25MPH



TYPICAL 28'-0" PAVEMENT SECTION (50' R/W)

(PER COC STD.DWG.2100 MOD.)

No Scale  
DESIGN SPEED = 30MPH, POSTED SPEED = 25MPH



TYPICAL 24'-0" EMERGENCY ACCESS DRIVE SECTION (30' R/W)

No Scale

LEGEND:

- 1-1/4" ASPHALT CONCRETE SURFACE COURSE (MEDIUM TRAFFIC), PG64-22, ITEM 448
- 1-1/2" ASPHALT CONCRETE INTERMEDIATE COURSE (MEDIUM TRAFFIC), PG64-22, ITEM 448
- PRIME COAT, APPLIED AT 0.3 GAL./S.Y., ITEM 408
- 5-1/4" ASPHALT CONCRETE BASE, ITEM 301
- 3-1/4" ASPHALT CONCRETE BASE, ITEM 301
- 6" AGGREGATE BASE, ITEM 304
- COMBINATION CURB & GUTTER, TYPE STANDARD, PER COC STD.DWG.2010
- STRAIGHT 18" CONCRETE CURB, TYPE STANDARD, PER COC STD.DWG.2000
- 4" PIPE UNDERDRAIN, ITEM 605
- NO.8 OR NO.57 AGGREGATE (PRICE TO BE INCLUDED IN THE PRICE BID FOR 4" PIPE UNDERDRAIN.)
- SEEDING AND MULCHING, ITEM 659.
- STANDARD SIDEWALK (4" THICK) PER COC STD.DWG.2300
- SUBGRADE COMPACTION, ITEM 204

NOTE:

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

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

CITY OF PATASKALA, LICKING COUNTY, OHIO

PRELIMINARY PLAN  
FOR  
SAGE POINTE

SITE & UTILITY PLAN

No.	Revision	Date	Approved

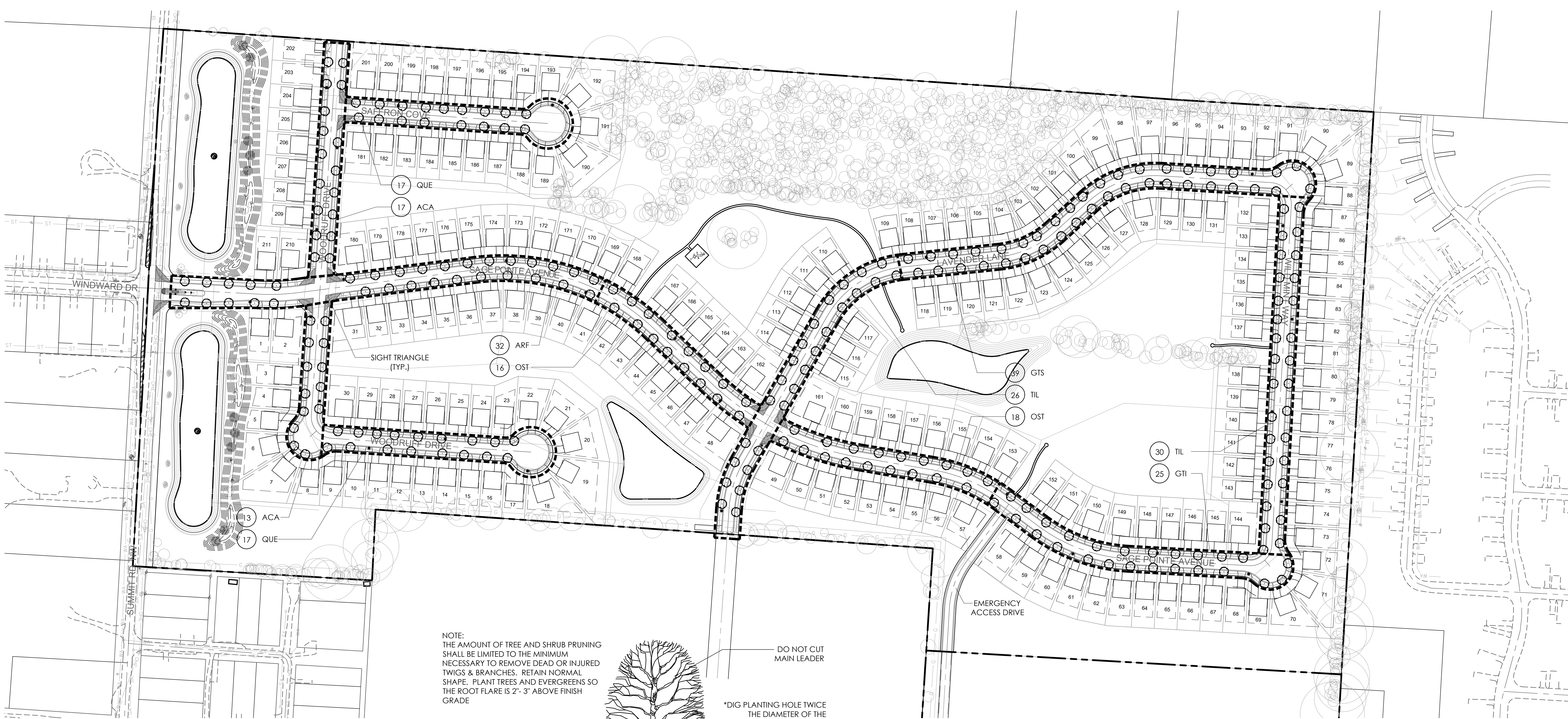
Date: 08/09/2019  
Scale: 1" = 60'

Drawn By: JRS  
Checked By: DDD

Project Number:  
18-0004-644

Drawing Number:





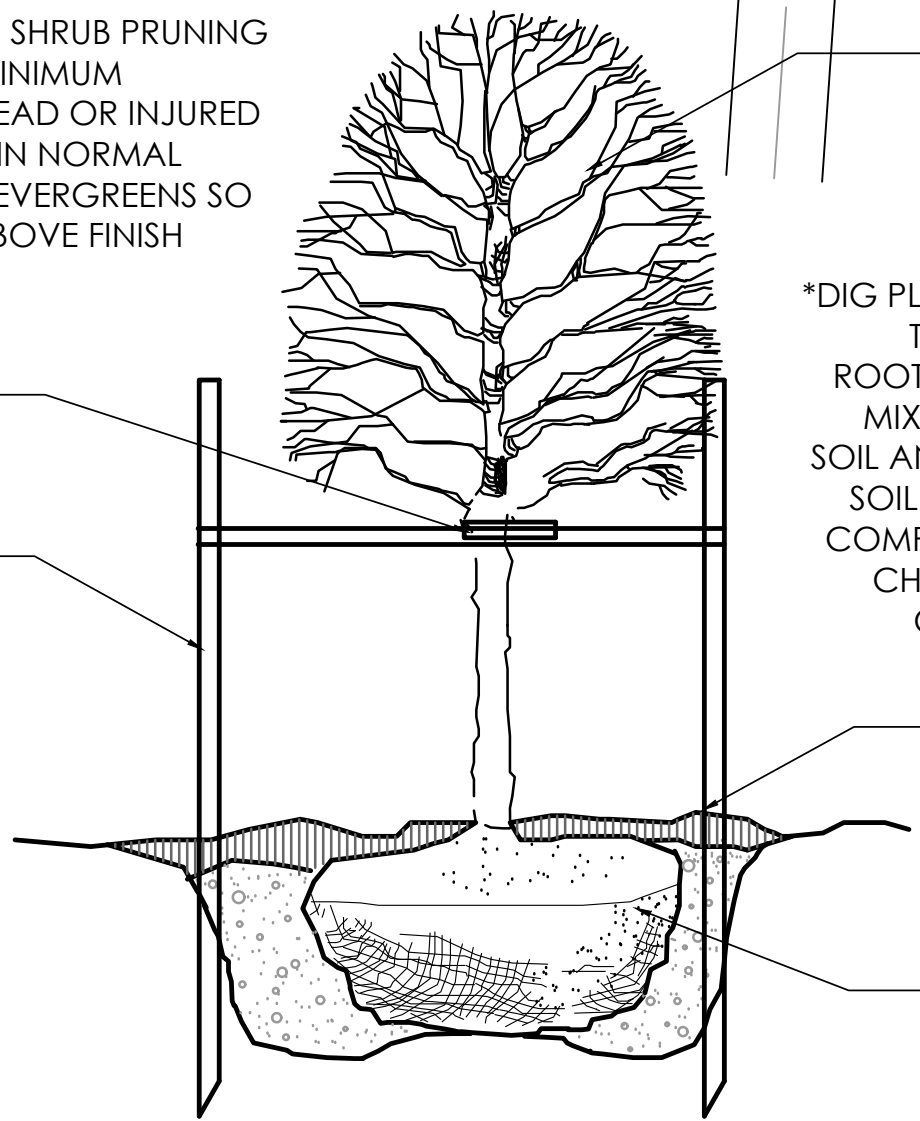
PLANT KEY TYPICALS  
SEE PLANT LIST FOR SPECIFIC PLANT SPECIES



DECIDUOUS SHADE TREE

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

FLEXIBLE TREE WEBBING  
MATERIAL 3/4" WIDE-  
GREEN COLOR  
  
2" X 2" X 8' WOOD  
STAKE, 2 PER TREE



DO NOT CUT  
MAIN LEADER

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

MULCH COLLAR

REMOVE TOP 1/3  
(12' MIN.) OF  
BURLAP AND TWINE

1 DECIDUOUS TREE  
N.T.S.

01-1001

STREET TREE PLANT LIST

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

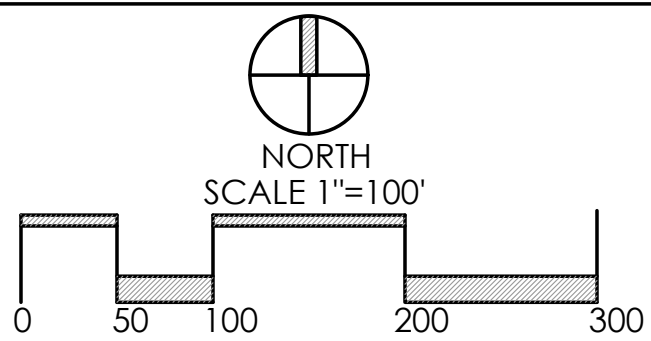
QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARKS
TREES						
30	ACA	ACER CAMPESTRE	HEDGE MAPLE	2" CAL.	B&B	
32	ARF	ACER RUBRUM 'FRANK JR.'	REDPOINTE RED MAPLE	2" CAL.	B&B	
39	GTS	GLEDITSIA TRIACANTHOS 'SUNBURST'	SUNBURST HONEY LOCUST	2" CAL.	B&B	
25	GTI	GLEDITSIA TRIACANTHOS F. INERMIS 'SKYCOLE' SKYLINE	SKYLINE HONEY LOCUST	2" CAL.	B&B	
34	QUE	QUERCUS RUBRA	RED OAK	2" CAL.	B&B	
56	TIL	TILIA CORDATA 'GREENSPIRE'	GREENSPIRE LITTLELEAF LINDEN	2" CAL.	B&B	
34	OST	OSTRYA VIRGINIANA	EASTERN HOP HORNBEAM	2" CAL.	B&B	

STREET TREE PLANTING PLAN

SAGE POINTE  
PREPARED FOR ADVANCED CIVIL DESIGN  
DATE: 8-9-19

EXHIBIT L-1

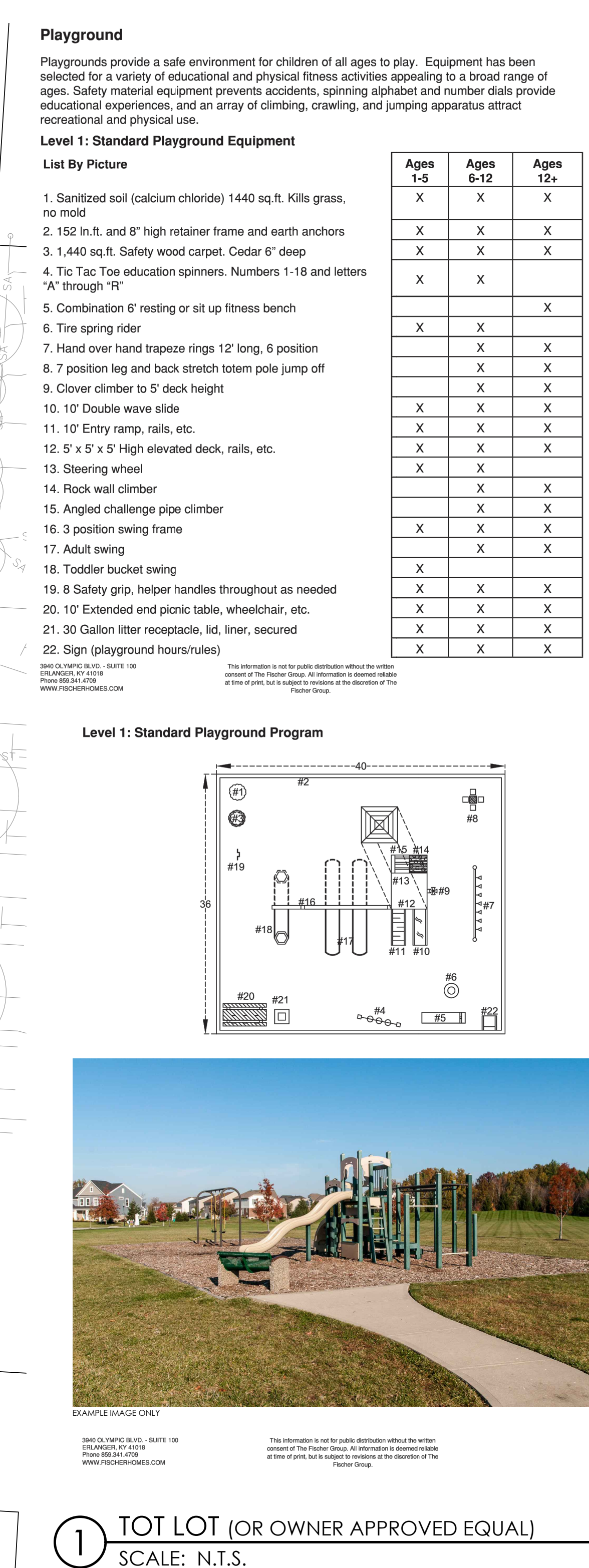
Faris Planning & Design



LAND PLANNING  
243 N. 5th Street  
p (614) 487-1964

LANDSCAPE ARCHITECTURE  
Suite 401  
Columbus, OH 43215  
www.farisplanninganddesign.com





- 1 LAWN AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
- 2 LANDSCAPE AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES. PROVIDE MIN. 3" DEPTH HARDWOOD BARK MULCH
- 3 PROPOSED FOUNTAIN
- 4 PROPOSED 4' WIDE GRAVEL PATHWAY
- 5 PROPOSED TOT LOT, SEE DETAIL 1, THIS SHEET FOR MORE INFORMATION

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARKS
TREES						
6	AB	ABIES BALSAMEA	BALSAM FIR	6-7' HGT.	B&B	
9	PG	PICEA GLAUCA	WHITE SPRUCE	6-7' HGT.	B&B	
4	LIR	LIRIODENDRON TULIPIFERA	TULIPTREE	2.5" CAL.	B&B	
2	QC	QUERCUS COCCINEA	SCARLET OAK	2.5" CAL.	B&B	
4	QE	QUERCUS PALUSTRIS	PIN OAK	2.5" CAL.	B&B	
10	QR	QUERCUS RUBRA	RED OAK	2.5" CAL.	B&B	
PERENNIALS/ORNAMENTAL GRASSES						
40	MSG	MISCANTHUS SINENSIS 'GRACILLIMUS'	MAIDEN GRAS	NO. 2	CONT.	

	REQUIRED	PROVIDED
1283.07 C - (LANDSCAPING STANDARDS FOR DEVELOPMENTS WITH FRONTAGE ON PUBLIC RIGHTS-OF-WAY) RESIDENTIAL SUBDIVISION - 60' MIN. LANDSCAPED DISTANCE PERPENDICULAR FROM PUBLIC R.O.W. WITH L5 STANDARD	4-6' HGT. BERM (IF LESS THAN 6', LOW SHRUBS SHALL BE PLANTED ON TOP OF THE BERM TO ASSURE THAT THE OVERALL SCREEN IS 6' HGT.) + ONE TREE PER 30 L.F. OF LANDSCAPED AREA (±1,225 LF = 41 TREES REQUIRED)	MIN. 60' LANDSCAPE SETBACK FROM R.O.W. WITH STAGGERED 6' HGT MOUNDS WITH MIN. 1 TREE/30' (41 TREES PROVIDED)
1283.03 - (TREE PRESERVATION AND REPLACEMENT) ANY TREE ON SITE WITH A CALIPER OF 8" OR MORE AT HEIGHT OF 5' ABOVE GROUND SHALL BE REPLACED	2:1 MITIGATION RATIO FOR CALIPER OF 8" TO 15", IF REPLACED WITH A NATIVE TREE. (46) 8" TO 15" CALIPER TREES REMOVED = 92 NATIVE REPLACEMENTS REQUIRED 4:1 MITIGATION RATIO FOR CALIPER OF GREATER THAN 15" IF REPLACED WITH A NATIVE TREE (32) GREATER THAN 15" CALIPER REMOVED = 128 NATIVE REPLACEMENTS REQUIRED	<b>TOTAL 220 REPLACEMENTS PROVIDED NOTE: 210 REPLACEMENTS PROVIDED AS FRONT YARD TREE PLANTING, SEE SHEET L-5</b>
1283.05 - (STREET TREES) IN EVERY DEVELOPMENT REQUIRING A SITE OR DEVELOPMENT PLAN, THERE SHALL BE PLANTED A 2" CALIPER DECIDUOUS TREE FOR EVERY 30' OF PUBLIC STREET FRONTAGE.	FOR TREE LAWN 5-10' IN WIDTH - DECIDUOUS TREE WITH 40" MAXIMUM HEIGHT AT MATURITY PLANTED EVERY 30' O.C.	FOR INTERNAL PUBLIC STREETS - ONE MIN. 2" CALIPER DECIDUOUS TREE WITH MAX HEIGHT AT MATURITY OF 40' PLANTED EVERY 50' O.C. OR ONE BETWEEN LOTS.

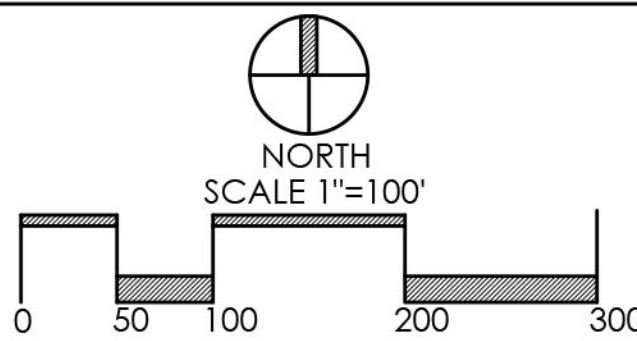




ILLUSTRATIVE PLAN

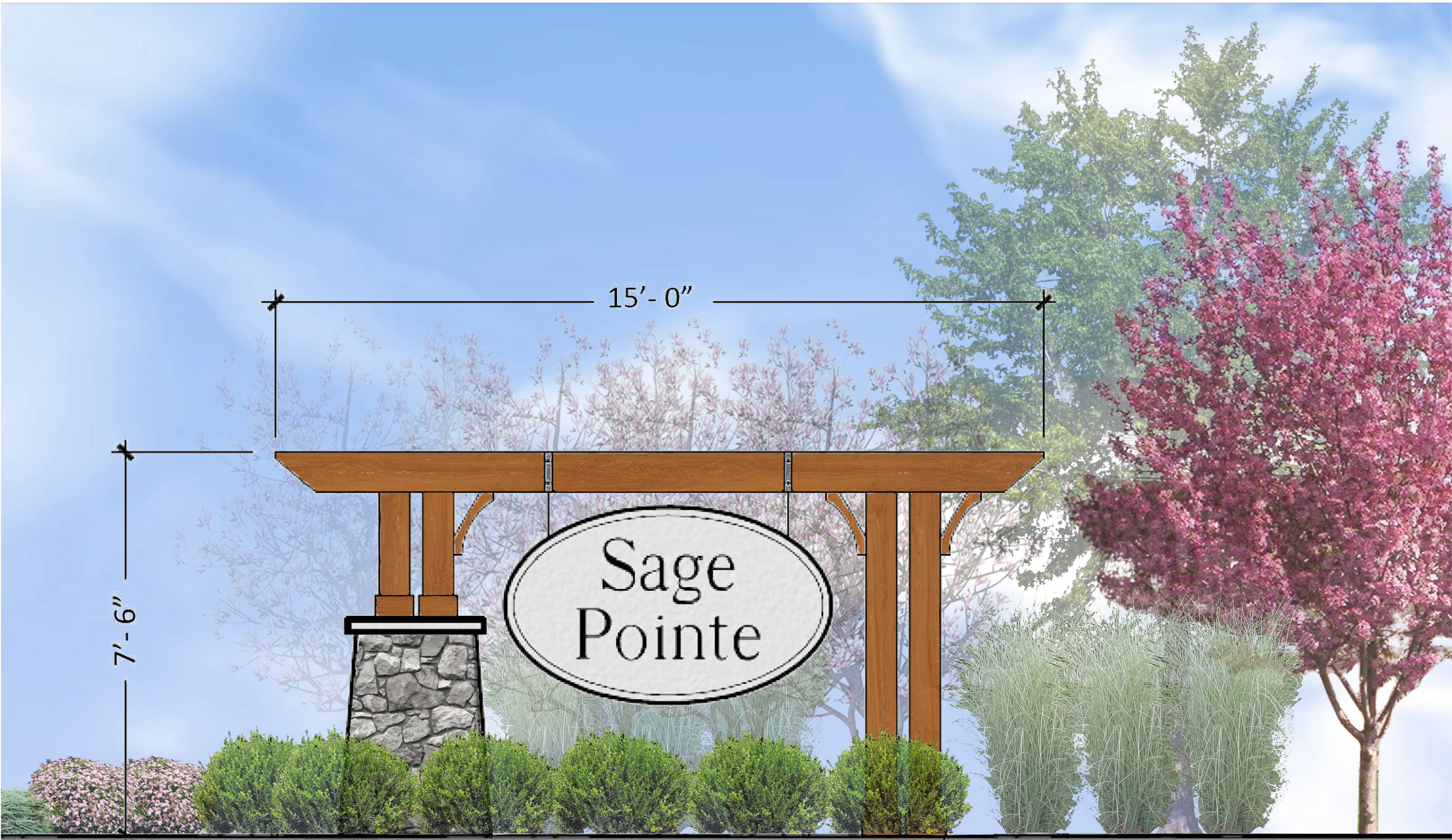
EXHIBIT L-3

**SAGE POINTE**  
 PREPARED FOR ADVANCED CIVIL DESIGN  
 DATE: 8-9-19



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 LAND PLANNING      LANDSCAPE ARCHITECTURE  
 243 N. 5th Street      Suite 401      Columbus, OH 43215  
 p (614) 487-1964      www.farisplanninganddesign.com





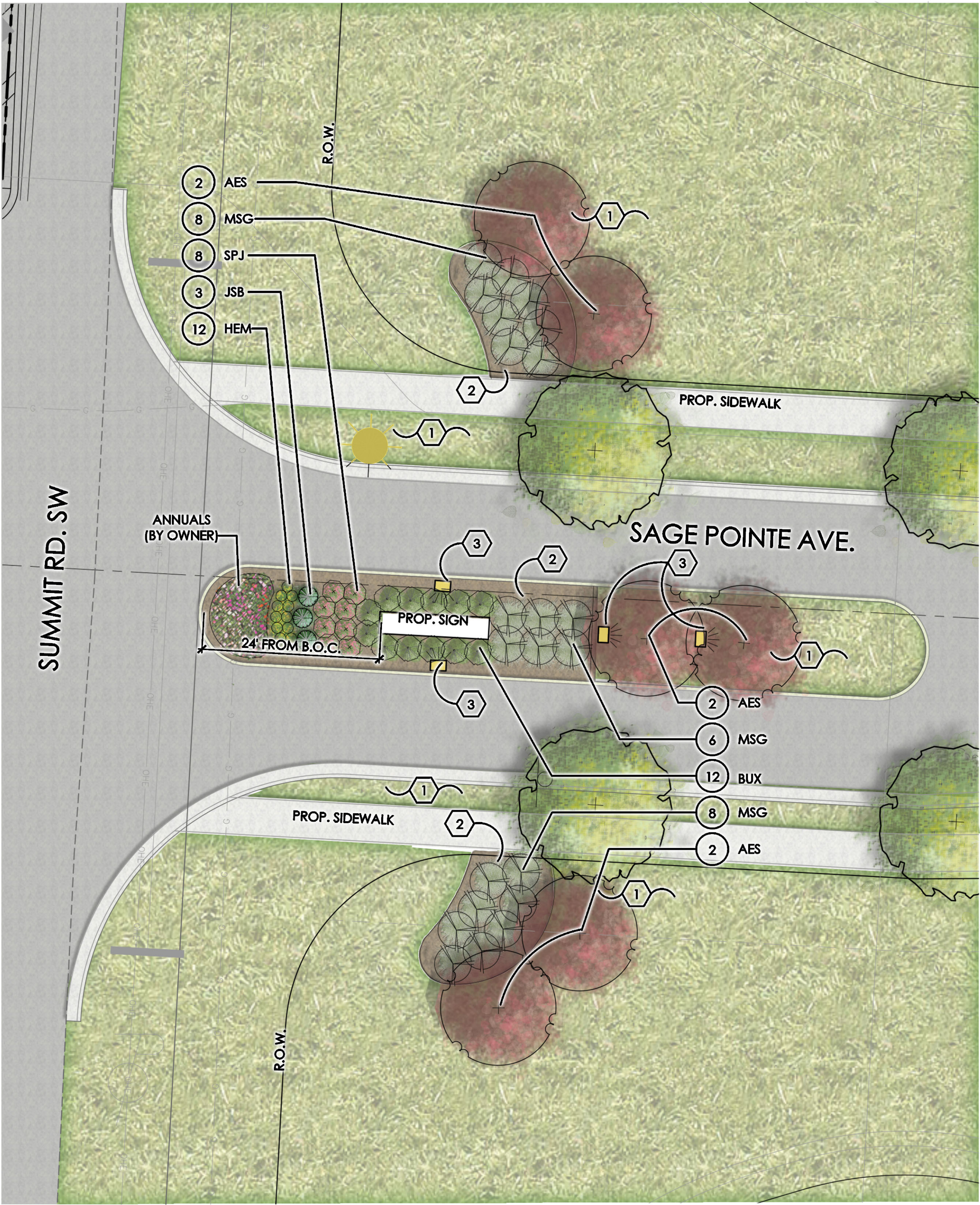
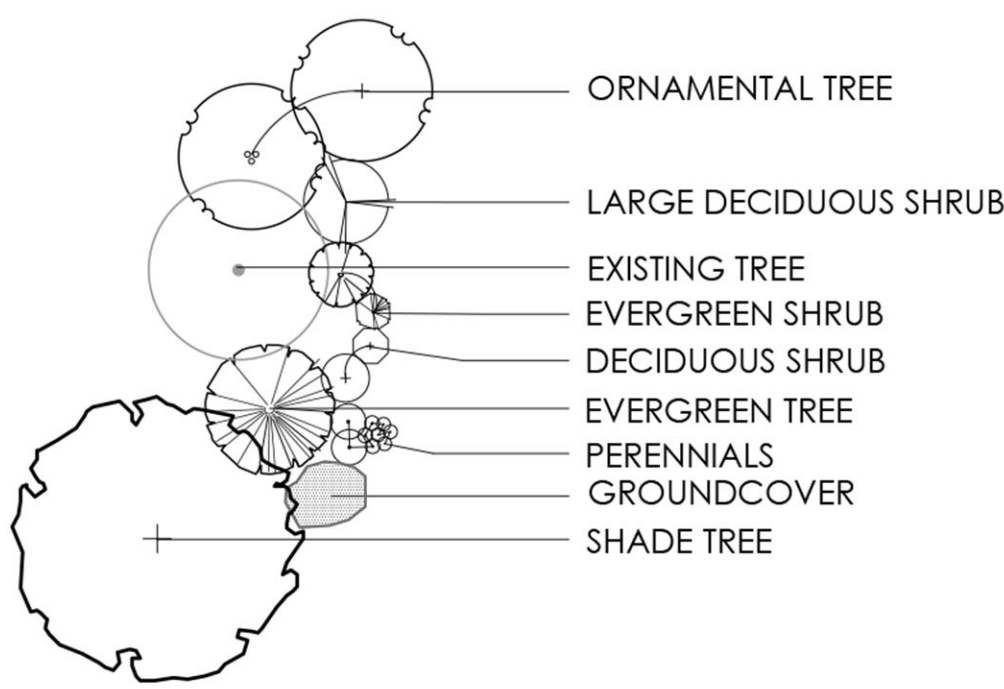
PLANT LIST

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARKS
TREES						
6	AES	AESCULUS GLABRA	OHIO BUCKEYE	2.5" CAL.	B&B	
SHRUBS						
12	BUX	BUXUS 'GREEN VELVET'	GREEN VELVET BOXWOOD	24" HGT.	B&B	
3	JSB	JUNIPERUS SQUAMATA 'BLUE STAR'	BLUE STAR JUNIPER	18" SPRD.	B&B	
8	SPJ	SPIRAEA JAPONICA 'LITTLE PRINCESS'	LITTLE PRINCESS SPIRAEA	18" HGT.	B&B	
PERENNIALS						
12	HEM	HEMEROCALLIS 'HAPPY RETURNS'	HAPPY RETURNS DAYLILY	NO. 1	CONT.	
22	MSG	MISCANTHUS SINENSIS 'GRACILLIMUS'	MAIDEN GRASS	NO. 2	CONT.	

PLANT KEY TYPICALS

SEE PLANT LIST FOR SPECIFIC PLANT SPECIES



1 MONUMENT SIGN PLANTING ENLARGEMENT PLAN  
SCALE: 1"= 10'

CONSTRUCTION NOTES:

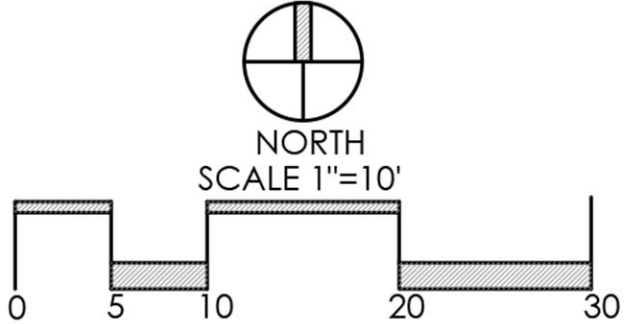
- 1 LAWN AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
- 2 LANDSCAPE AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES. PROVIDE MIN. 3" DEPTH HARDWOOD BARK MULCH
- 3 UPLIGHTING, ACCENT 12V, MODEL #5011-30BZ FROM WAC LIGHTING, 3000K, BRONZE ON ALUMINUM, OR OWNER APPROVED EQUAL. AVAILABLE THROUGH CAPITAL LIGHTING 614-318-6134.

MONUMENT SIGN ENLARGEMENT PLAN

SAGE POINTE  
PREPARED FOR ADVANCED CIVIL DESIGN  
DATE: 8-9-19

EXHIBIT L-4

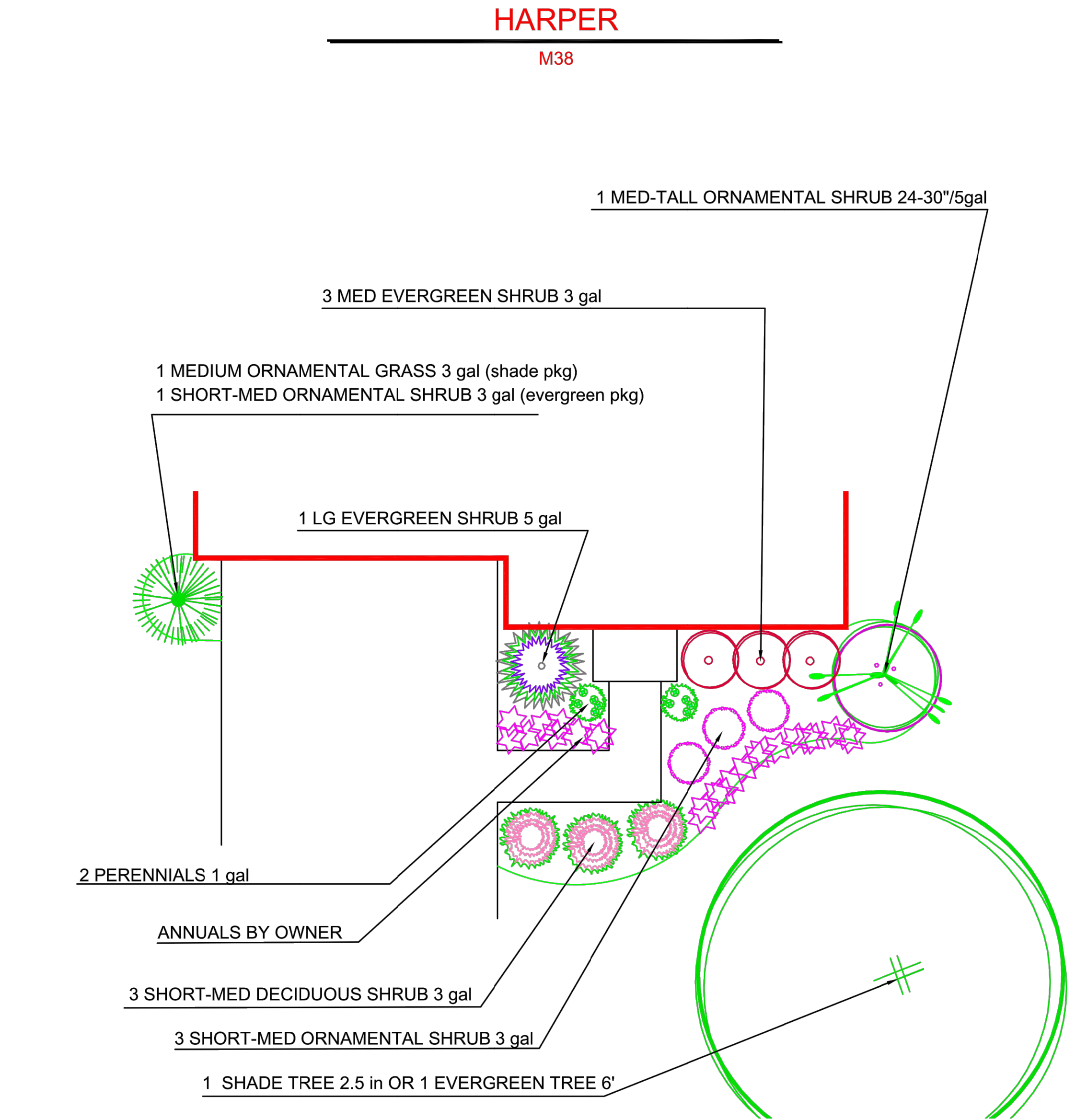
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p (614) 487-1964


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Suite 401  
Columbus, OH 43215  
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## \*SHADE TREE OR EVERGREEN TREE OPTION

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



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

4

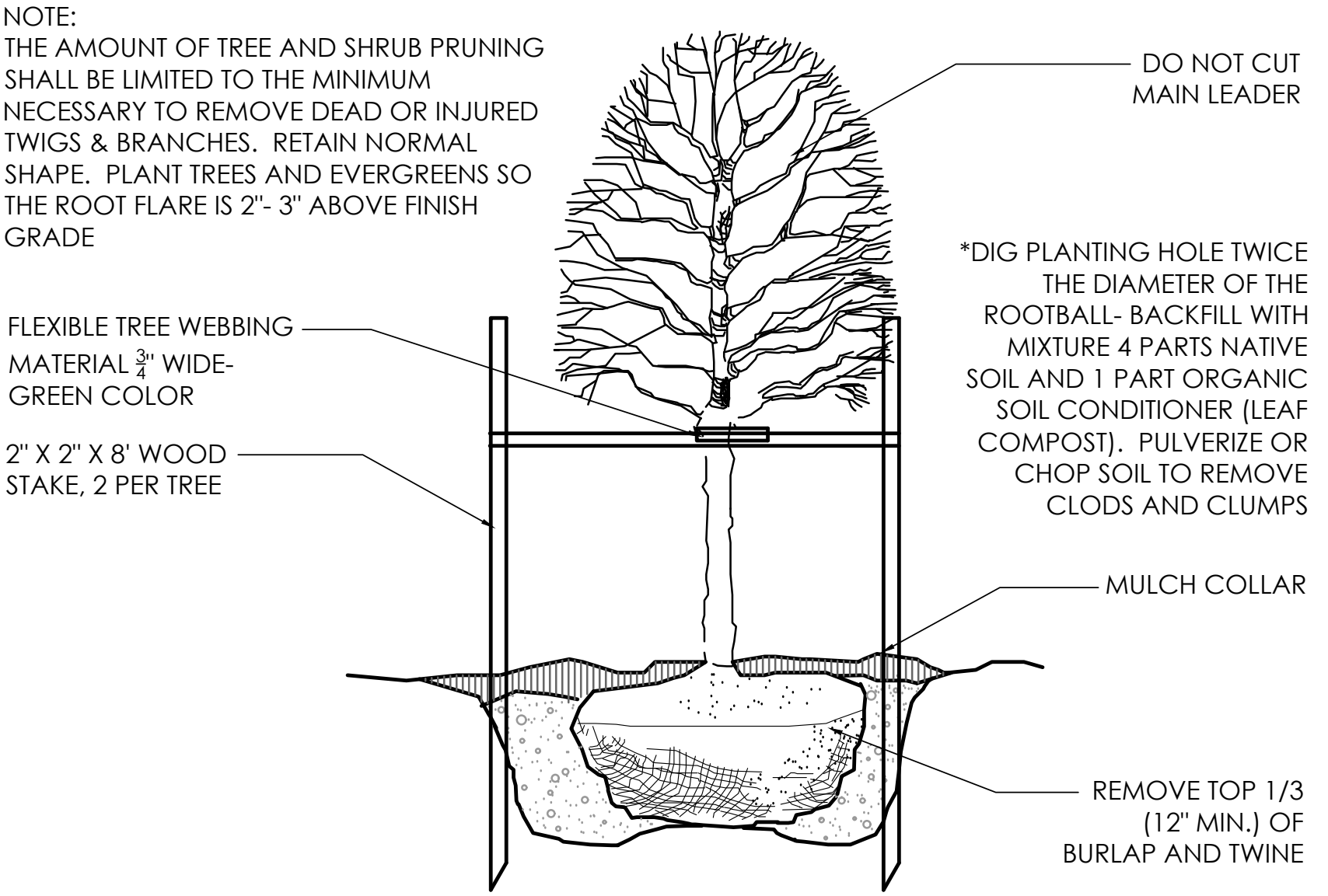
TYPICAL LOT LANDSCAPE ENLARGEMENT PLAN  
N.T.S.  
NOTE: FRONT YARD TREE TO CONTRIBUTE TOWARD TREE REPLACEMENT COUNT

## TYPICAL LOT PLANTING PLAN

SAGE POINTE  
PREPARED FOR ADVANCED CIVIL DESIGN  
DATE: 8-9-19

### FRONT YARD TREE LIST

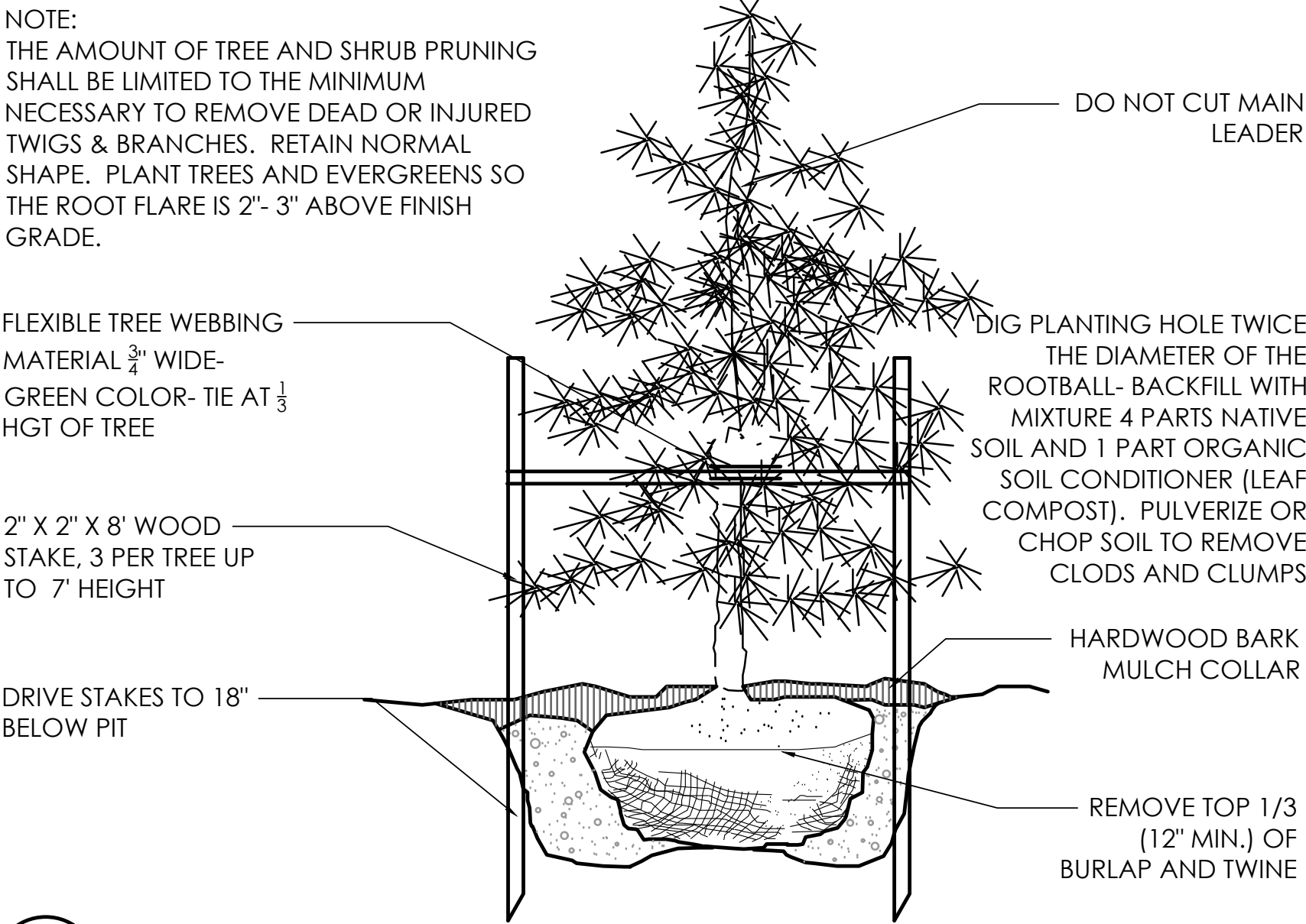
(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)					
QTY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARKS
TREES					
28	ABIES BALSAMEA	BALSAM FIR	6-7' HGT.	B&B	
28	PICEA GLAUCA	WHITE SPRUCE	6-7' HGT.	B&B	
14	CELTIS OCCIDENTALIS	HACKBERRY	2.5" CAL.	B&B	
14	TILIA AMERICANA	AMERICAN BASSWOOD	2.5" CAL.	B&B	
14	LIRIODENDRON TULIPIFERA	TULIPTREE	2.5" CAL.	B&B	
21	ACER SACCHARUM	SUGAR MAPLE	2.5" CAL.	B&B	
14	AESCULUS GLABRA	OHIO BUCKEYE	2.5" CAL.	B&B	
14	FAGUS GRANDIFOLIA	AMERICAN BEECH	2.5" CAL.	B&B	
21	QUERCUS COCCINEA	SCARLET OAK	2.5" CAL.	B&B	
21	QUERCUS PALUSTRIS	PIN OAK	2.5" CAL.	B&B	
21	QUERCUS RUBRA	RED OAK	2.5" CAL.	B&B	



1

DECIDUOUS TREE  
N.T.S.

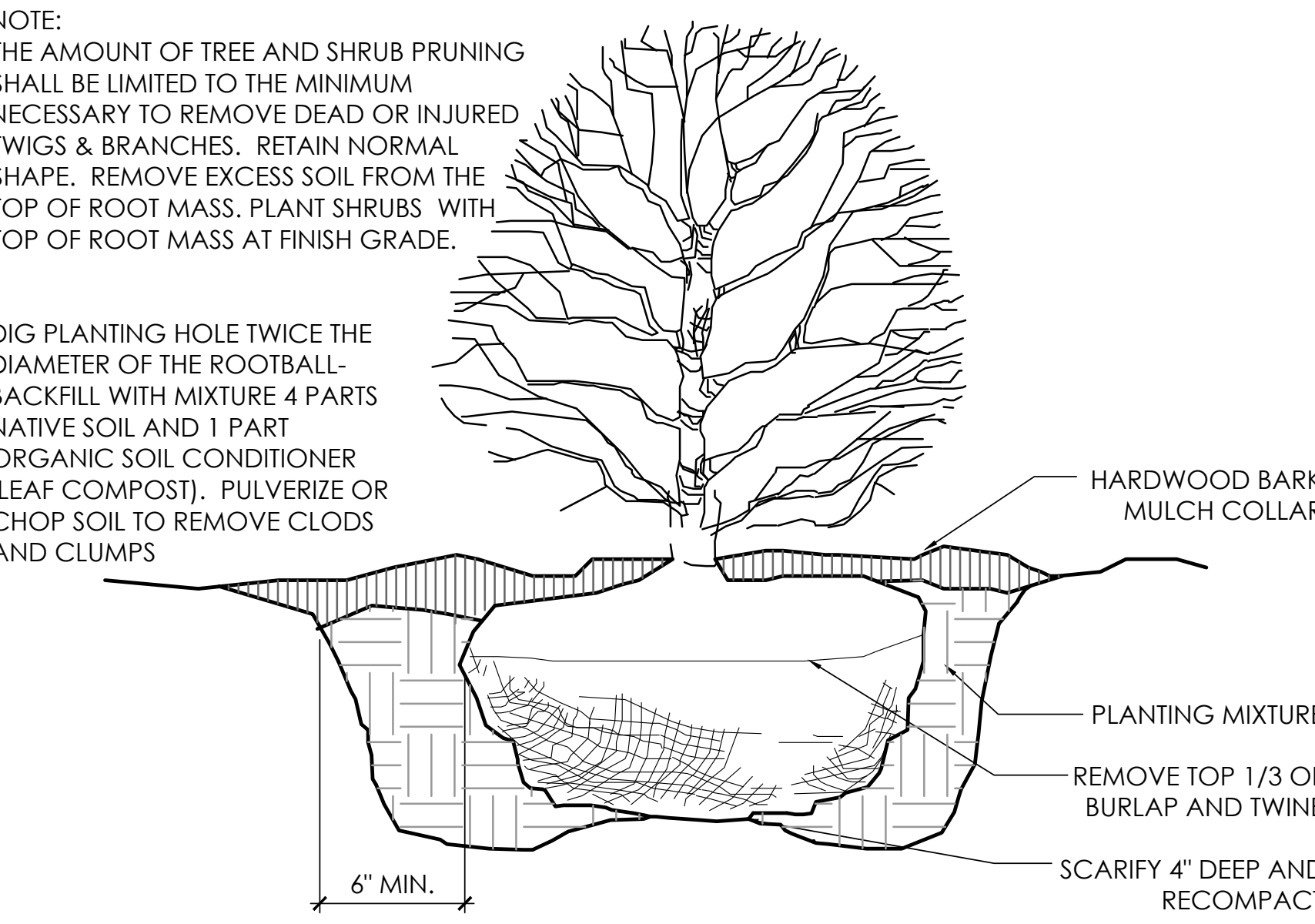
01-1001



2

EVERGREEN TREE UNDER 7' HGT.  
N.T.S.

01-1100



3

SHRUB PLANTING DETAIL  
N.T.S.

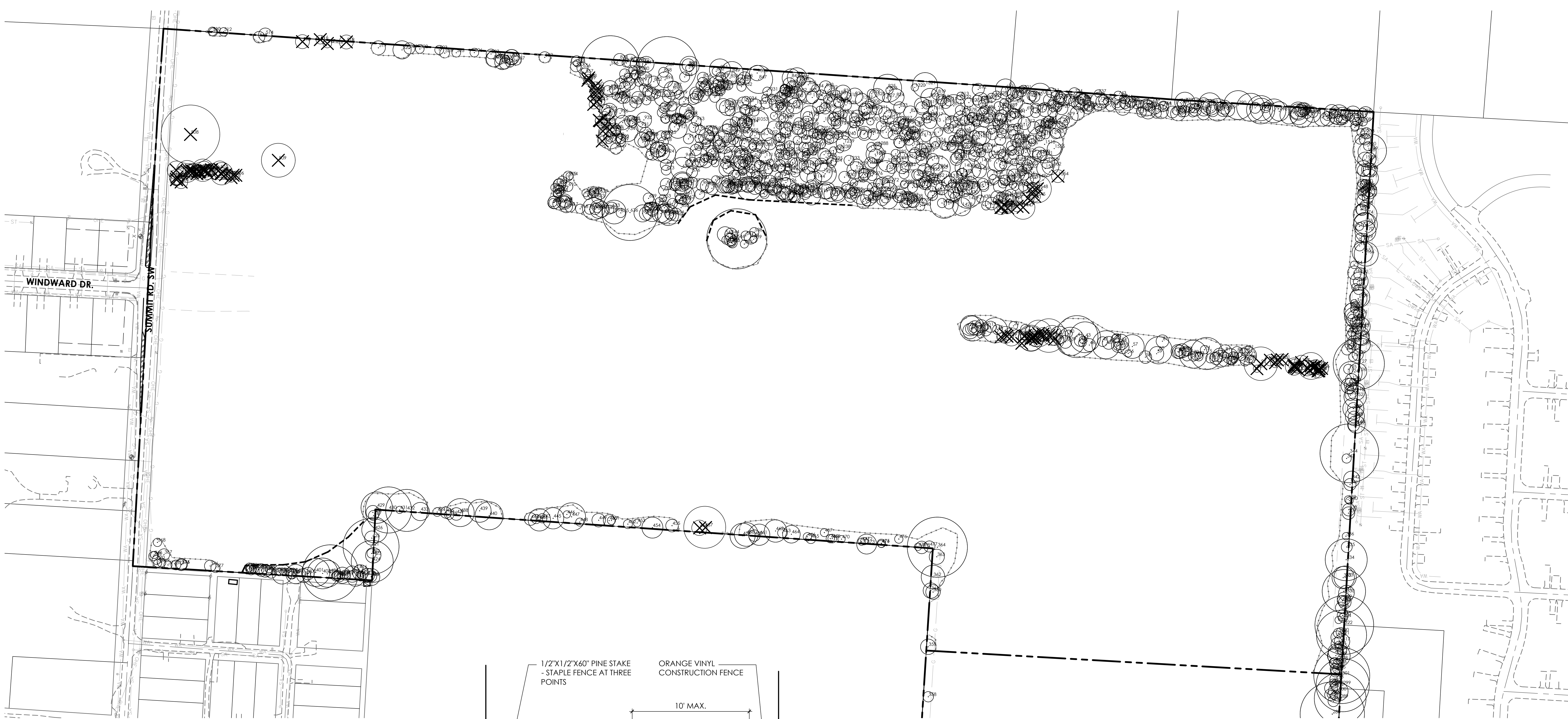
01-1300

## EXHIBIT L-5

Faris Planning & Design

LAND PLANNING LANDSCAPE ARCHITECTURE  
243 N. 5th Street Suite 401 Columbus, OH 43215  
p (614) 487-1964 www.farisplanninganddesign.com

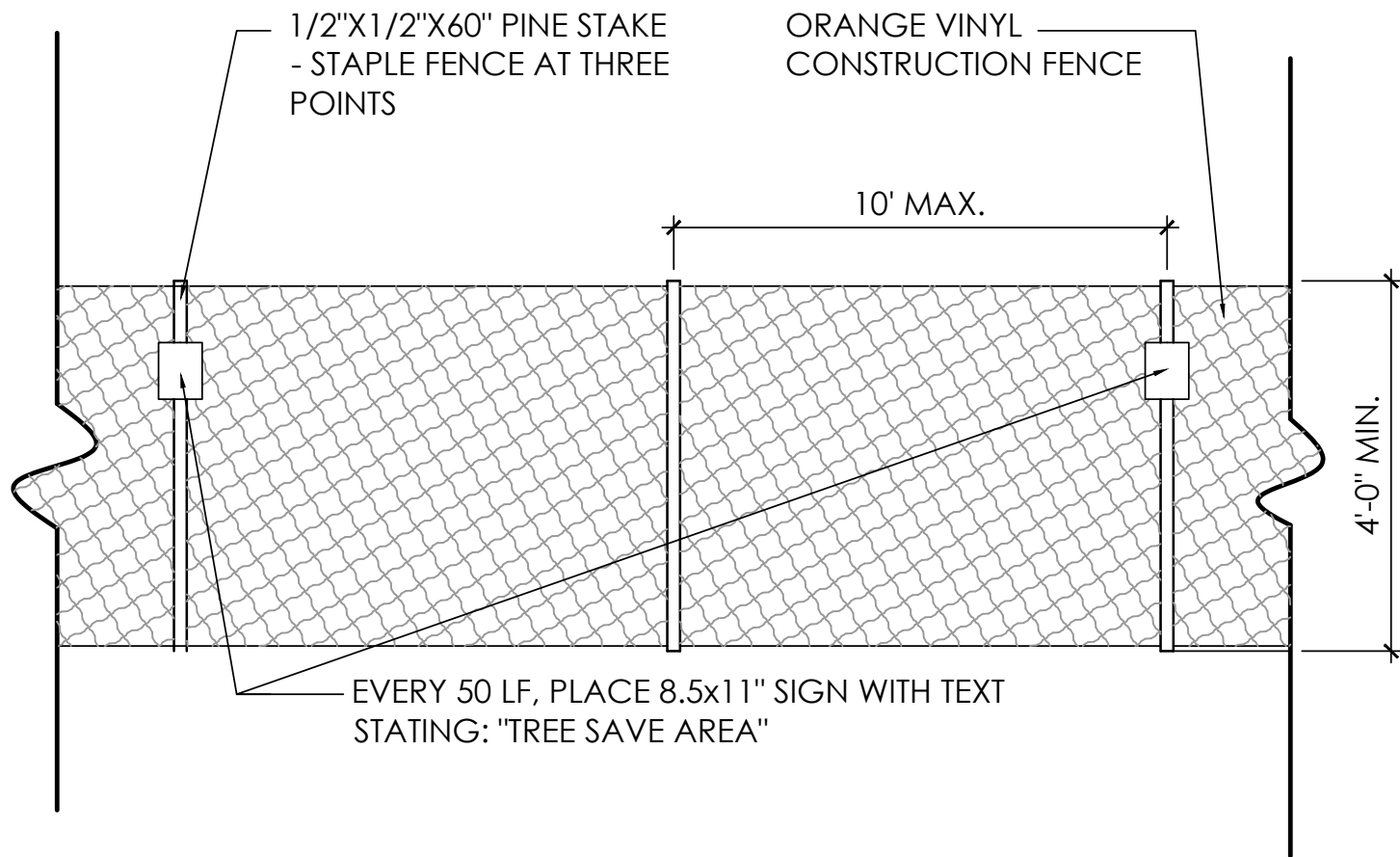




PRESERVATION PLANT KEY

- EXISTING TREE
- EXISTING TREE TO BE REMOVED
- TREE PROTECTION FENCE (SEE DETAIL 1, THIS SHEET)
- TREE PROTECTION ROPE OR HEAVY MILL FLAGGING (MIN. 2" WIDE) ACCOMPANIED BY "TREE SAVE AREA" SIGNAGE @ MIN. 50LF O.C.

NOTE: SEE SHEET L-7 AND L-8 FOR FOR INDEX OF EXISTING TREES



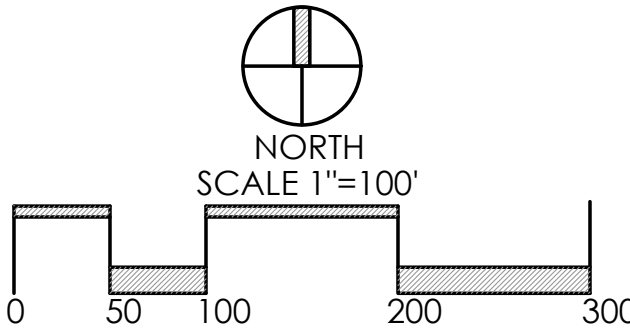
1 TREE PROTECTION FENCE  
N.T.S.

05-2809

TREE PRESERVATION PLAN

SAGE POINTE  
PREPARED FOR ADVANCED CIVIL DESIGN  
DATE: 8-9-19

EXHIBIT L-6



Faris Planning & Design  
LAND PLANNING  
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Suite 401  
Columbus, OH 43215  
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Tree #	Size	Species	Condition	Status	157	20	Size	Species	Condition	Status	314	18	Size	Species	Condition	Status	471	8	Size	Species	Condition	Status	628	11	Size	Species	Condition	Status	785	25	Size	Species	Condition	Status
1	18	MAPLE	DEAD	PRESERVED	158	11	24	ASH	POOR	PRESERVED	315	8	24	OAK	FAIR	PRESERVED	472	8	24	CHERRY	FAIR	PRESERVED	629	13	24	OAK	FAIR	PRESERVED	786	10	24	ASH	POOR	PRESERVED
2	18	MAPLE	GOOD	FAIR	159	8	24	MAPLE	FAIR	PRESERVED	316	8	24	MAPLE	FAIR	PRESERVED	473	8	24	CHERRY	FAIR	PRESERVED	630	13	24	MAPLE	GOOD	FAIR	787	21	24	WILLOW	POOR	PRESERVED
3	29	OAK	GOOD	FAIR	160	10	24	MAPLE	FAIR	PRESERVED	317	15	24	MAPLE	FAIR	PRESERVED	474	15	24	CHERRY	DEAD	PRESERVED	631	18	24	MAPLE	DEAD	PRESERVED	788	15	24	MAPLE	FAIR	PRESERVED
4	10	MAPLE	FAIR	PRESERVED	161	20	24	OAK	FAIR	PRESERVED	318	15	24	OAK	FAIR	PRESERVED	475	10	24	CHERRY	DEAD	PRESERVED	632	10	24	OAK	FAIR	PRESERVED	789	16	24	OAK	FAIR	PRESERVED
5	15	MAPLE	FAIR	PRESERVED	162	14	24	OAK	DEAD	PRESERVED	319	11	24	OAK	GOOD	PRESERVED	476	10	24	CHERRY	POOR	PRESERVED	633	13	24	OAK	FAIR	PRESERVED	790	33	24	OAK	GOOD	PRESERVED
6	12	MAPLE	FAIR	PRESERVED	163	23	24	MAPLE	FAIR	PRESERVED	320	13	24	OAK	GOOD	PRESERVED	477	13	24	CHERRY	GOOD	PRESERVED	634	20	24	MAPLE	FAIR	PRESERVED	791	54	24	OAK	FAIR	PRESERVED
7	8	MAPLE	GOOD	PRESERVED	164	9	24	OAK	FAIR	PRESERVED	321	57	24	OAK	FAIR	PRESERVED	478	14	24	CHERRY	POOR	PRESERVED	635	12	24	OAK	FAIR	PRESERVED	792	12	24	BEECH	FAIR	PRESERVED
8	14	COAGE ORANGE	FAIR	PRESERVED	165	24	24	OAK	GOOD	PRESERVED	322	47	24	OAK	GOOD	PRESERVED	479	8	24	CHERRY	POOR	PRESERVED	636	44	24	OAK	GOOD	PRESERVED	793	32	24	OAK	FAIR	PRESERVED
9	10	ASH	DEAD	PRESERVED	166	10	24	MAPLE	FAIR	PRESERVED	323	18	24	MAPLE	FAIR	PRESERVED	480	13	24	CHERRY	FAIR	PRESERVED	637	19	24	MAPLE	DEAD	PRESERVED	794	21	24	WILLOW	POOR	PRESERVED
10	9	ASH	DEAD	PRESERVED	167	11	24	OAK	FAIR	PRESERVED	324	10	24	OAK	FAIR	PRESERVED	481	15	24	WILLOW	FAIR	PRESERVED	638	15	24	ASH	DEAD	PRESERVED	795	12	24	BEECH	GOOD	PRESERVED
11	13	MAPLE	FAIR	PRESERVED	168	11	24	ASH	FAIR	PRESERVED	325	13	24	ASH	DEAD	PRESERVED	482	14	24	WILLOW	FAIR	PRESERVED	639	12	24	ELM	FAIR	PRESERVED	796	10	24	OAK	FAIR	PRESERVED
12	8	OAK	FAIR	PRESERVED	169	13	24	MAPLE	FAIR	PRESERVED	326	13	24	MAPLE	FAIR	PRESERVED	483	18	24	MAPLE	FAIR	PRESERVED	640	9	24	OAK	FAIR	PRESERVED	797	27	24	OAK	GOOD	PRESERVED
13	13	MAPLE	FAIR	PRESERVED	170	23	24	MAPLE	FAIR	PRESERVED	327	10	24	MAPLE	FAIR	PRESERVED	484	13	24	HICKORY	FAIR	PRESERVED	641	8	24	OAK	FAIR	PRESERVED	798	10	24	MAPLE	FAIR	PRESERVED
14	29	BEECH	FAIR	PRESERVED	171	27	24	OAK	FAIR	PRESERVED	328	12	24	OAK	GOOD	PRESERVED	485	25	24	OAK	FAIR	PRESERVED	642	15	24	OAK	FAIR	PRESERVED	799	42	24	OAK	FAIR	PRESERVED
15	11	CHERRY	FAIR	PRESERVED	172	9	24	OAK	FAIR	PRESERVED	329	13	24	OAK	FAIR	PRESERVED	486	14	24	MAPLE	FAIR	PRESERVED	643	22	24	MAPLE	FAIR	PRESERVED	800	17	24	OAK	GOOD	PRESERVED
16	10	MAPLE	REMOVE	FAIR	173	10	24	MAPLE	POOR	PRESERVED	330	14	24	MAPLE	FAIR	PRESERVED	487	16	24	MAPLE	FAIR	PRESERVED	644	11	24	MAPLE	FAIR	PRESERVED	801	15	24	OAK	GOOD	PRESERVED
17	19	MAPLE	FAIR	PRESERVED	174	27	24	OAK	FAIR	PRESERVED	331	49	24	OAK	GOOD	PRESERVED	488	10	24	MAPLE	FAIR	PRESERVED	645	20	24	ASH	GOOD	PRESERVED	802	45	24	OAK	GOOD	PRESERVED
18	9	ELM	GOOD	REMOVE	175	11	24	OAK	FAIR	PRESERVED	332	17	24	OAK	GOOD	PRESERVED	489	18	24	MAPLE	FAIR	PRESERVED	646	21	24	MAPLE	FAIR	PRESERVED	803	14	24	ELM	FAIR	PRESERVED
19	21	ELM	DEAD	REMOVE	176	11	24	ASH	FAIR	PRESERVED	333	25	24	OAK	FAIR	PRESERVED	490	10	24	MAPLE	FAIR	PRESERVED	647	24	24	OAK	GOOD	PRESERVED	804	14	24	OAK	FAIR	PRESERVED
20	13	MAPLE	FAIR	PRESERVED	177	10	24	ELM	FAIR	PRESERVED	334	17	24	OAK	GOOD	PRESERVED	491	10	24	WILLOW	FAIR	PRESERVED	648	11	24	MAPLE	FAIR	PRESERVED	805	14	24	BEECH	PRESERVED	
21	10	MAPLE	FAIR	PRESERVED	178	11	24	OAK	FAIR	PRESERVED	335	12	24	OAK	FAIR	PRESERVED	492	8	24	MAPLE	FAIR	PRESERVED	649	12	24	ASH	POOR	PRESERVED	806	49	24	ELM	FAIR	PRESERVED
22	11	ELM	DEAD	REMOVE	179	13	24	FAIR	FAIR	PRESERVED	336	8	24	OAK	FAIR	PRESERVED	493	11	24	MAPLE	FAIR	PRESERVED	650	11	24	OAK	FAIR	PRESERVED	807	25	24	OAK	FAIR	PRESERVED
23	10	OAK	REMOVE	FAIR	180	14	24	OAK	FAIR	PRESERVED	337	14	24	MAPLE	FAIR	PRESERVED	494	16	24	MAPLE	FAIR	PRESERVED	651	16	24	MAPLE	FAIR	PRESERVED	808	11	24	WILLOW	POOR	PRESERVED
24	8	OAK	FAIR	REMOVE	181	8	24	ASH	FAIR	PRESERVED	338	14	24	ASH	DEAD	PRESERVED	495	13	24	MAPLE	FAIR	PRESERVED	652	9	24	ASH	POOR	PRESERVED	809	14	24	BEECH	OAK	PRESERVED
25	11	ELM	POOR	REMOVE	182	8	24	ELM	FAIR	PRESERVED	339	8	24	MAPLE	DEAD	PRESERVED	496	14	24	MAPLE	FAIR	PRESERVED	653	8	24	ASH	DEAD	PRESERVED	810	16	24	OAK	FAIR	PRESERVED
26	29	ASH	FAIR	REMOVE	183	14	24	ASH	FAIR	PRESERVED	340	14	24	ASH	DEAD	PRESERVED	497	14	24	ASH	POOR	PRESERVED	654	15	24	ELM	FAIR	PRESERVED	811	10	24	WILLOW	FAIR	PRESERVED
27	8	MAPLE	FAIR	PRESERVED	184	28	24	ASH	DEAD	PRESERVED	341	8	24	OAK	FAIR	PRESERVED	498	14	24	MAPLE	FAIR	PRESERVED	655	17	24	FAIR	FAIR	PRESERVED	812	4	24	ASH	FAIR	PRESERVED
28	19	OAK	FAIR	REMOVE	185	9	24	OAK	FAIR	PRESERVED	342	18	24	FAIR	FAIR	PRESERVED	499	14	24	MAPLE	FAIR	PRESERVED	656	8	24	ELM	FAIR	PRESERVED	813	9	24	ELM	FAIR	PRESERVED
29	9	MAPLE	FAIR	REMOVE	186	13	24	ASH	POOR	PRESERVED	343	11	24	OAK	FAIR	PRESERVED	500	11	24	MAPLE	FAIR	PRESERVED	657	12	24	ASH	DEAD	PRESERVED	814	25	24	MAPLE	FAIR	PRESERVED
30	11	OAK	REMOVE	FAIR	187	8	24	MAPLE	POOR	PRESERVED	344	11	24	MAPLE	FAIR	PRESERVED	501	11	24	MAPLE	FAIR	PRESERVED	658	15	24	MAPLE	FAIR	PRESERVED	815	16	24	MAPLE	GOOD	PRESERVED
31	38	ASH	FAIR	POOR	188	14	24	OAK	FAIR	PRESERVED	345	14	24	OAK	FAIR	PRESERVED	502	12	24	MAPLE	FAIR	PRESERVED	659	11	24	ELM	FAIR	PRESERVED	816	12	24	MAPLE	FAIR	PRESERVED
32	10	OAK	FAIR	PRESERVED	189	10	24	OAK	FAIR	PRESERVED	346	20	24	OAK	FAIR	PRESERVED	503	25	24	MAPLE	FAIR	PRESERVED	660	11	24	ASH	POOR	PRESERVED	817	11	24	BEECH	FAIR	PRESERVED
33	15	MAPLE	FAIR	REMOVE	190	9	24	OAK	POOR	PRESERVED	347	13	24	OAK	FAIR	PRESERVED	504	11	24	WILLOW	FAIR	PRESERVED	661	22	24	ASH	POOR	PRESERVED	818	11	24	BEECH	FAIR	PRESERVED
34	10	MAPLE	FAIR	PRESERVED	191	23	24	ASH	DEAD	PRESERVED	348	19	24	OAK	FAIR	PRESERVED	505	11	24	WILLOW	FAIR	PRESERVED	662	9	24	FAIR	HICKORY	PRESERVED	819	10	24	BEECH	GOOD	PRESERVED
35	14	ASH	DEAD	REMOVE	192	13	24	OAK	FAIR	PRESERVED	349	13	24	FAIR	FAIR	PRESERVED	506	10	24	MAPLE	FAIR	PRESERVED	663	21	24	WILLOW	FAIR	PRESERVED	820	41	24	OAK	POOR	PRESERVED
36	11	ASH	POOR	PRESERVED	193	18	24	OAK	FAIR	PRESERVED	350	24	24	COTTONWOOD	FAIR	PRESERVED	507	8	24	MAPLE	FAIR	PRESERVED	664	11	24	OAK	FAIR	PRESERVED	821	18	24	COTTONWOOD	FAIR	PRESERVED
37	10	OAK	REMOVE	FAIR	194	10	24	MAPLE	FAIR	PRESERVED	351	10	24	MAPLE	FAIR	PRESERVED	508	17	24	MAPLE	FAIR	PRESERVED	665	21	24	ASH	GOOD	PRESERVED	822	14	24	WILLOW	POOR	PRESERVED
38	15	MAPLE	FAIR	PRESERVED	195	16	24	ASH	DEAD	PRESERVED	352	25	24	OAK	FAIR	PRESERVED	509	39	24	MAPLE	GOOD	REMOVE	666	23	24	HICKORY	FAIR	PRESERVED	823	13	24	WILLOW	FAIR	PRESERVED
39	32	MAPLE	POOR	PRESERVED	196	15	24	OAK	GOOD	PRESERVED	353	16	24	OAK	FAIR	PRESERVED	510	10	24	MAPLE	FAIR	PRESERVED	667	11	24	OAK	FAIR	PRESERVED	824	16	24	MAPLE	GOOD	PRESERVED
40	8	MAPLE	FAIR	PRESERVED	197	17	24	OAK	FAIR	PRESERVED	354	10	24	ELM	FAIR	PRESERVED	511	10	24	OAK	FAIR	PRESERVED	668	13	24	OAK	FAIR	PRESERVED	825	32	24	REE	DEAD	PRESERVED
41	13	MAPLE	FAIR	PRESERVED	198	16	24	MAPLE	GOOD	PRESERVED	355	24	24	MAPLE	FAIR	PRESERVED	512	10	24	MAPLE	FAIR	PRESERVED	669	13	24	OAK	FAIR	PRESERVED	826	4	24	ASH	FAIR	PRESERVED
42	13	ASH	POOR	PRESERVED	199	38	24	OAK	GOOD	PRESERVED	356	43	24	GOOD	GOOD	PRESERVED	513	13	24	OAK	FAIR	PRESERVED	670	10	24	OAK	FAIR	PRESERVED	827	10	24	WILLOW	FAIR	PRESERVED
43	33	ASH	POOR	PRESERVED	200	10	24	BEECH	FAIR	PRESERVED	357	18	24	BEECH	FAIR	PRESERVED	514	15	24	OAK	FAIR	PRESERVED	671	13	24	OAK	FAIR	PRESERVED	828	18	24	COTTONWOOD	FAIR	PRESERVED
44	9	ASH	POOR	PRESERVED	201	10	24	MAPLE	FAIR	PRESERVED	358	18	24	MAPLE	FAIR	PRESERVED	515	16	24	MAPLE	FAIR	PRESERVED	672	16	24	MAPLE	GOOD	PRESERVED	829	16	24	WILLOW	FAIR	PRESERVED
45	9	ASH	POOR	PRESERVED	202	11	24	ASH	POOR	PRESERVED	359	15	24	ASH	POOR	PRESERVED	516	10	24	ASH	POOR	PRESERVED	673	11	24	OAK	FAIR	PRESERVED	830	16	24	WILLOW	FAIR	PRESERVED
46	15	OAK	FAIR	PRESERVED	203	13	24	OAK	GOOD	PRESERVED	360	17	24	OAK	FAIR	PRESERVED	517	10	24	OAK	FAIR	PRESERVED	674	15	24	OAK	FAIR	PRESERVED	831	16	24	MAPLE	GOOD	PRESERVED
47	11	ASH	FAIR	PRESERVED	204	9	24	OAK	FAIR	PRESERVED	361	18	24	OAK	FAIR	PRESERVED	518	16	24	OAK	FAIR	PRESERVED	675	25	24	MAPLE	GOOD	PRESERVED	832	11	24	WILLOW	FAIR	PRESERVED
48	14	ASH	DEAD	REMOVE	205	12	24	ASH	DEAD	PRESERVED	362	14	24	ASH	DEAD	PRESERVED	519	14	24	ASH	DEAD	PRESERVED	676	13	24	OAK	FAIR	PRESERVED	833	14	24	WILLOW	FAIR	PRESERVED
49	15	OAK	FAIR	PRESERVED	206	18	24	OAK	GOOD	PRESERVED	363	17	24	FAIR	FAIR	PRESERVED	520	21	24	OAK	FAIR	PRESERVED												

941	8	OAK	FAIR	PRESERVED	1099	8	MAPLE	FAIR	PRESERVED	1256	13	COTTONWOOD	GOOD	PRESERVED	1413	17	OAK	GOOD	PRESERVED	
942	13	COTTONWOOD	GOOD	PRESERVED	1100	9	MAPLE	FAIR	PRESERVED	1257	11	ASH	DEAD	PRESERVED	1414	14	MAPLE	FAIR	PRESERVED	
943	10	COTTONWOOD	GOOD	PRESERVED	1101	13	COTTONWOOD	FAIR	PRESERVED	1258	10	WILLOW	FAIR	PRESERVED	1415	13	MAPLE	FAIR	PRESERVED	
944	14	SYCAMORE	GOOD	PRESERVED	1102	10	WILLOW	FAIR	PRESERVED	1259	105	COTTONWOOD	FAIR	PRESERVED	1416	11	MAPLE	FAIR	PRESERVED	
945	11	SYCAMORE	GOOD	PRESERVED	1103	10	MAPLE	FAIR	PRESERVED	1260	18	ASH	DEAD	PRESERVED	1417	8	ASH	DEAD	PRESERVED	
946	10		FAIR	PRESERVED	1104	12	ASH	DEAD	PRESERVED	1261	16	MAPLE	FAIR	PRESERVED	1418	11	MAPLE	GOOD	PRESERVED	
947	22	COTTONWOOD	FAIR	PRESERVED	1105	14	FAIR	FAIR	PRESERVED	1262	105	FAIR	FAIR	PRESERVED	1419	21	MAPLE	GOOD	PRESERVED	
948	13	COTTONWOOD	FAIR	PRESERVED	1106	11	MAPLE	FAIR	PRESERVED	1263	11	MAPLE	FAIR	PRESERVED	1420	16	MAPLE	FAIR	PRESERVED	
949	10	COTTONWOOD	FAIR	PRESERVED	1107	8	ELM	FAIR	PRESERVED	1264	11	MAPLE	FAIR	PRESERVED	1421	13	MAPLE	GOOD	PRESERVED	
950	13	WILLOW	FAIR	PRESERVED	1108	8	FAIR	POOR	PRESERVED	1265	12	POOR	FAIR	PRESERVED	1422	13	FAIR	FAIR	PRESERVED	
951	10	ELM	FAIR	PRESERVED	1109	13	MAPLE	GOOD	PRESERVED	1266	10	ASH	DEAD	PRESERVED	1423	16	MAPLE	FAIR	PRESERVED	
952	13	BEECH	FAIR	PRESERVED	1110	21	MAPLE	FAIR	PRESERVED	1267	13	MAPLE	GOOD	PRESERVED	1424	14	SYCAMORE	GOOD	PRESERVED	
953	13	COTTONWOOD	FAIR	PRESERVED	1111	14	WILLOW	GOOD	PRESERVED	1268	11	MAPLE	FAIR	PRESERVED	1425	11	ASH	DEAD	PRESERVED	
954	8	CATAUJA	FAIR	PRESERVED	1112	14	POOR	FAIR	PRESERVED	1269	21	POOR	FAIR	PRESERVED	1426	32	MAPLE	FAIR	PRESERVED	
955	12	MAPLE	FAIR	PRESERVED	1113	8	BEECH	FAIR	PRESERVED	1270	18	MAPLE	FAIR	PRESERVED	1427	11	ASH	DEAD	PRESERVED	
956	14	OAK	GOOD	PRESERVED	1114	14	BEECH	FAIR	PRESERVED	1271	11	MAPLE	FAIR	PRESERVED	1428	21	ASH	FAIR	PRESERVED	
957	13	WILLOW	FAIR	PRESERVED	1115	11	FAIR	FAIR	PRESERVED	1272	14	MAPLE	FAIR	PRESERVED	1429	14	FAIR	FAIR	PRESERVED	
958	18	OAK	GOOD	PRESERVED	1116	16	WILLOW	FAIR	PRESERVED	1273	16	MAPLE	GOOD	PRESERVED	1430	32	MAPLE	FAIR	PRESERVED	
959	11	OAK	FAIR	PRESERVED	1117	10	WILLOW	FAIR	PRESERVED	1274	11	MAPLE	FAIR	PRESERVED	1431	11	MAPLE	FAIR	PRESERVED	
960	11	COTTONWOOD	GOOD	PRESERVED	1118	10	MAPLE	FAIR	PRESERVED	1275	11	ASH	FAIR	PRESERVED	1432	13	MAPLE	FAIR	PRESERVED	
961	14	ELM	DEAD	PRESERVED	1119	8	FAIR	FAIR	PRESERVED	1276	119	ASH	DEAD	PRESERVED	1433	21	MAPLE	GOOD	PRESERVED	
962	11	COTTONWOOD	FAIR	PRESERVED	1120	11	MAPLE	FAIR	PRESERVED	1277	21	MAPLE	GOOD	PRESERVED	1434	8	MAPLE	FAIR	PRESERVED	
963	11	WILLOW	FAIR	PRESERVED	1121	8	OAK	FAIR	PRESERVED	1278	12	MAPLE	GOOD	PRESERVED	1435	16	OAK	FAIR	PRESERVED	
964	11	COTTONWOOD	FAIR	PRESERVED	1122	8	ELM	FAIR	PRESERVED	1279	11	FAIR	ASH	PRESERVED	1436	11	WALNUT	FAIR	PRESERVED	
965	10	WILLOW	FAIR	PRESERVED	1123	8	ELM	FAIR	PRESERVED	1280	9	ELM	FAIR	PRESERVED	1437	13	COTTONWOOD	GOOD	PRESERVED	
966	11	MAPLE	FAIR	PRESERVED	1124	8	ASH	DEAD	PRESERVED	1281	9	ASH	FAIR	PRESERVED	1438	8	WILLOW	FAIR	PRESERVED	
967	21	OAK	GOOD	PRESERVED	1125	11	OAK	GOOD	PRESERVED	1282	11	MAPLE	FAIR	PRESERVED	1439	14	OAK	GOOD	PRESERVED	
968	8	CATAUJA	FAIR	PRESERVED	1126	11	FAIR	MAPLE	FAIR	1283	14	MAPLE	FAIR	PRESERVED	1440	14	OAK	GOOD	PRESERVED	
969	11	OAK	FAIR	PRESERVED	1127	25	MAPLE	GOOD	PRESERVED	1284	10	MAPLE	FAIR	PRESERVED	1441	16	COTTONWOOD	GOOD	REMOVE	
970	17	MAPLE	GOOD	PRESERVED	1128	16	COTTONWOOD	GOOD	PRESERVED	1285	11	MAPLE	GOOD	PRESERVED	1442	11	OAK	FAIR	REMOVE	
971	14	MAPLE	FAIR	PRESERVED	1129	16	FAIR	GOOD	PRESERVED	1286	21	MAPLE	FAIR	PRESERVED	1443	13	MAPLE	FAIR	REMOVE	
972	12	WILLOW	FAIR	PRESERVED	1130	11	COTTONWOOD	FAIR	PRESERVED	1287	13	COTTONWOOD	FAIR	PRESERVED	1444	13	MAPLE	FAIR	REMOVE	
973	12	WILLOW	GOOD	PRESERVED	1131	13	COTTONWOOD	FAIR	PRESERVED	1288	6	ASH	DEAD	PRESERVED	1445	12	MAPLE	FAIR	REMOVE	
974	10	WILLOW	FAIR	PRESERVED	1132	13	COTTONWOOD	FAIR	PRESERVED	1289	11	COTTONWOOD	FAIR	PRESERVED	1446	12	ASH	POOR	REMOVE	
975	14	CHERRY	FAIR	PRESERVED	1133	13	FAIR	MAPLE	FAIR	1290	27	FAIR	OAK	GOOD	1447	27	OAK	REMOVE		
976	11	CHERRY	FAIR	PRESERVED	1134	10	ASH	DEAD	PRESERVED	1291	14	COTTONWOOD	GOOD	PRESERVED	1448	14	OAK	FAIR	PRESERVED	
977	11	CHERRY	FAIR	PRESERVED	1135	10	ASH	DEAD	PRESERVED	1292	11	COTTONWOOD	FAIR	PRESERVED	1449	12	FAIR	FAIR	PRESERVED	
978	13	WILLOW	FAIR	PRESERVED	1136	10	DEAD	PRESERVED	1293	10	DEAD	PRESERVED	1450	16	FAIR	DEAD	PRESERVED			
979	11	CHERRY	FAIR	PRESERVED	1137	10	MAPLE	FAIR	PRESERVED	1294	11	COTTONWOOD	GOOD	PRESERVED	1451	11	MAPLE	FAIR	PRESERVED	
980	14	COTTONWOOD	FAIR	PRESERVED	1138	11	GOOD	FAIR	PRESERVED	1295	11	GOOD	FAIR	PRESERVED	1452	11	ELM	FAIR	PRESERVED	
982	16	ELM	FAIR	PRESERVED	1139	10	MAPLE	FAIR	PRESERVED	1296	14	MAPLE	GOOD	PRESERVED	1453	14	ELM	GOOD	PRESERVED	
983	14	ASH	DEAD	PRESERVED	1140	11	DEAD	FAIR	PRESERVED	1297	6	MAPLE	FAIR	PRESERVED	1454	14	COTTONWOOD	FAIR	PRESERVED	
984	18	ASH	DEAD	PRESERVED	1141	21	COTTONWOOD	FAIR	PRESERVED	1298	12	MAPLE	FAIR	PRESERVED	1455	11	OAK	FAIR	PRESERVED	
985	14	ASH	DEAD	PRESERVED	1142	13	MAPLE	GOOD	PRESERVED	1299	16	MAPLE	FAIR	PRESERVED	1456	12	COTTONWOOD	GOOD	PRESERVED	
986	14	MAPLE	FAIR	PRESERVED	1143	13	FAIR	GOOD	PRESERVED	1300	14	MAPLE	DEAD	PRESERVED	1457	11	POOR	FAIR	PRESERVED	
987	14	WILLOW	FAIR	PRESERVED	1144	17	MAPLE	FAIR	PRESERVED	1301	8	ASH	DEAD	PRESERVED	1458	11	COTTONWOOD	FAIR	PRESERVED	
988	14	WILLOW	GOOD	PRESERVED	1145	18	MAPLE	GOOD	PRESERVED	1302	6	ASH	DEAD	PRESERVED	1459	16	MAPLE	GOOD	PRESERVED	
989	10	MAPLE	FAIR	PRESERVED	1146	10	MAPLE	POOR	PRESERVED	1303	13	ASH	FAIR	PRESERVED	1460	14	WILLOW	FAIR	PRESERVED	
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991	17	MAPLE	FAIR	PRESERVED	1148	11	MAPLE	FAIR	PRESERVED	1305	13	MAPLE	FAIR	PRESERVED	1462	19	MAPLE	FAIR	PRESERVED	
992	14	OAK	FAIR	PRESERVED	1149	16	MAPLE	FAIR	PRESERVED	1306	10	ASH	POOR	PRESERVED	1463	11	COTTONWOOD	GOOD	PRESERVED	
993	13	BEECH	FAIR	PRESERVED	1150	16	FAIR	COTTONWOOD	GOOD	1307	15	COTTONWOOD	GOOD	PRESERVED	1464	10	OAK	FAIR	PRESERVED	
994	9	ELM	FAIR	PRESERVED	1151	10	ELM	FAIR	PRESERVED	1308	5	MAPLE	FAIR	PRESERVED	1465	8	MAPLE	FAIR	PRESERVED	
995	9	ELM	FAIR	PRESERVED	1152	8	FAIR	DEAD	PRESERVED	1309	13	DEAD	FAIR	PRESERVED	1466	16	MAPLE	FAIR	PRESERVED	
996	16	MAPLE	FAIR	PRESERVED	1153	8	ASH	DEAD	PRESERVED	1310	11	ASH	DEAD	PRESERVED	1467	11	COTTONWOOD	FAIR	PRESERVED	
997	16	MAPLE	FAIR	PRESERVED	1154	8	FAIR	ELM	PRESERVED	1311	14	FAIR	ELM	PRESERVED	1468	12	COTTONWOOD	FAIR	PRESERVED	
998	16	MAPLE	FAIR	PRESERVED	1155	13	MAPLE	FAIR	PRESERVED	1312	11	COTTONWOOD	FAIR	PRESERVED	1469	13	MAPLE	FAIR	PRESERVED	
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1000	11	MAPLE	GOOD	PRESERVED	1157	11	ASH	GOOD	PRESERVED	1314	11	COTTONWOOD	GOOD	PRESERVED	1471	16	COTTONWOOD	FAIR	PRESERVED	
1001	11	MAPLE	FAIR	PRESERVED	1158	11	WILLOW	FAIR	PRESERVED	1315	9	ASH	DEAD	PRESERVED	1472	11	COTTONWOOD	FAIR	PRESERVED	
1002	25	ASH	DEAD	PRESERVED	1159	9	ELM	FAIR	PRESERVED	1316	15	COTTONWOOD	GOOD	PRESERVED	1473	11	COTTONWOOD	FAIR	PRESERVED	
1003	19	MAPLE	GOOD	PRESERVED	1160	11	FAIR	FAIR	PRESERVED	1317	8	MAPLE	FAIR	PRESERVED	1474	11	COTTONWOOD	FAIR	PRESERVED	
1004	21	MAPLE	GOOD	PRESERVED	1161	12	GOOD	COTTONWOOD	FAIR	1318	14	COTTONWOOD	FAIR	PRESERVED	1475	11	FAIR	FAIR	PRESERVED	
1005	8	WILLOW	FAIR	PRESERVED	1162	14	COTTONWOOD	FAIR	PRESERVED	1319	11	ASH	POOR	PRESERVED	1476	16	COTTONWOOD	GOOD	PRESERVED	
1006	8	WILLOW	FAIR	PRESERVED	1163	10	COTTONWOOD	FAIR	PRESERVED	1320	8	ASH	DEAD	PRESERVED	1477	11	COTTONWOOD	FAIR	PRESERVED	
1007	10	COTTONWOOD	GOOD	PRESERVED	1164	10	MAPLE	ASH	PRESERVED	1321	28	MAPLE	POOR	PRESERVED	1478	11	MAPLE	FAIR	PRESERVED	
1008	17	COTTONWOOD	FAIR	PRESERVED	1165	10	MAPLE	FAIR	PRESERVED	1322	10	COTTONWOOD	FAIR	PRESERVED	1479	11	COTTONWOOD	GOOD	PRESERVED	
1009	11	COTTONWOOD	FAIR	PRESERVED	1166	11	ASH	DEAD	PRESERVED	1323	11	DEAD	FAIR	PRESERVED	1480	11	COTTONWOOD	FAIR	PRESERVED	
1010	16	COTTONWOOD	GOOD	PRESERVED	1167	11	MAPLE	FAIR	PRESERVED	1324	18	BEECH	GOOD	PRESERVED	1481	8	COTTONWOOD	FAIR	PRESERVED	
1011	11	ELM	PRESERVED	PRESERVED	1168	13	FAIR	COTTONWOOD	GOOD	1325	14	OAK	FAIR	PRESERVED	1482	11	COTTONWOOD	GOOD	PRESERVED	
1012	11	MAPLE	FAIR	PRESERVED	1169	10	COTTONWOOD	FAIR	PRESERVED	1326	8	MAPLE	FAIR	PRESERVED	1483	11	COTTONWOOD	FAIR	PRESERVED	
1013	16	OAK	FAIR	PRESERVED	1170	10	MAPLE	FAIR	PRESERVED	1327	8	COTTONWOOD	FAIR	PRESERVED	1484	14	MAPLE	GOOD	PRESERVED	
1014	9	OAK	FAIR	PRESERVED	1171	12	MAPLE	FAIR	PRESERVED	1328	10	FAIR	FAIR	PRESERVED	1485	10	MAPLE	FAIR	PRESERVED	
1015	9	ELM	FAIR	PRESERVED	1172	13	COTTONWOOD	GOOD	PRESERVED	1329	10	MAPLE	GOOD	PRESERVED	1486	10	COTTONWOOD	FAIR	PRESERVED	
1016	8	WILLOW	FAIR	PRESERVED	1173	11	COTTONWOOD	GOOD	PRESERVED	1330	11	MAPLE	FAIR	PRESERVED	1487	11	COTTONWOOD	FAIR	PRESERVED	
1017	12	MAPLE	FAIR	PRESERVED	1174	14	MAPLE	GOOD	PRESERVED	1331	16	MAPLE	GOOD	PRESERVED	1488	11	COTTONWOOD	FAIR	PRESERVED	
1018	16	MAPLE	FAIR	PRESERVED	1175	11	FAIR	OAK	PRESERVED	1332	13	MAPLE	GOOD	PRESERVED	1489	9	WILLOW	FAIR	PRESERVED	
1019	11	MAPLE	FAIR	PRESERVED	1176	21	COTTONWOOD	FAIR	PRESERVED	1333	11	MAPLE	GOOD	PRESERVED	1490	11	GOOD	COTTONWOOD	FAIR	PRESERVED
1020	12	ELM	FAIR	PRESERVED	1177	18	MAPLE	FAIR	PRESERVED	1334	11	MAPLE	FAIR	PRESERVED	1491	11	COTTONWOOD	FAIR	PRESERVED	
1021	18	ELM	FAIR	PRESERVED	1178	8	FAIR	FAIR	PRESERVED	1335	14	ELM	GOOD	PRESERVED	1492	11	COTTONWOOD	FAIR	PRESERVED	
1022	16	ASH	DEAD	PRESERVED	1179	8	ASH	DEAD	PRESERVED	1336	179	MAPLE	FAIR	PRESERVED	1493	11	MAPLE	FAIR	PRESERVED	
1023	9	CHERRY	FAIR	PRESERVED	1180	13	COTTONWOOD	FAIR	PRESERVED	1337	8	ASH	DEAD	PRESERVED	1494					



ELECTRIC	AMERICAN ELECTRIC POWER COMPANY 700 MORRISON ROAD GAHANNA, OHIO 43230-6805 ATTN: ANDREW L. WAINWRIGHT (614) 883-6821	PHONE/ CATV	CHARTER COMMUNICATIONS (SPECTRUM/TIME WARNER) P.O. BOX 2553 COLUMBUS, OHIO 43216 ATTN: DAVID HOLSTEIN (614) 975-7468
GAS	THE ENERGY COOPERATIVE 120 O'NEIL DRIVE HEBRON, OHIO 43025 ATTN: SEAMUS MULLIGAN (800) 255-6815		CENTURYLINK 441 WEST BROAD STREET PATASKALA, OHIO 43062 ATTN: DEE REED (740) 927-8282
	COLUMBIA GAS OF OHIO 1600 DUBLIN ROAD COLUMBUS, OHIO 43215 ATTN: NICK SCHLABB (614) 633-8219	WATER MAINS & SANITARY SEWERS	SOUTHWEST LICKING COMMUNITY WATER AND SE DISTRICT (S.W.L.C.W.S.D.) 69 LIFFERS LANE PATASKALA, OHIO 43062 ATTN: LEO B. CONKEL JR. (740) 927-0410

[illegible]

**VICINITY MAP**  
SCALE: 1"=2,500'

TITLE SHEET.....	1
EXISTING CONDITIONS PLAN.....	2
SITE & UTILITY PLAN.....	3-5

0 100 200 400

1 inch = 200 feet

GRAND COMMUNITIES, LLC  
3940 OLYMPIC BOULEVARD  
ERLANGER, KENTUCKY 41018  
PHONE: 859-578-7705  
FAX: 866-724-6988  
AMANDA WEBB  
AWEBB@FISCHERHOMES.COM

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

COLUMBUS METRO EQUITIES INC.  
2717 ARABIAN DRIVE  
HUBBARD, OHIO 44425  
VEERAAH C PARNI

	TOTAL LOTS	TOTAL ACREAGE
PHASE 1	38	16.28
PHASE 2	29 $\frac{1}{2}$	7.07
PHASE 3	33	9.90
PHASE 4	42	18.20
PHASE 5	36	7.47
PHASE 6	33	15.26
TOTAL	211 $\frac{1}{2}$	74.18

† INCLUDES LOTS 202 & 203 WHICH SHALL NOT BE BUILT UPON UNTIL WOODRUFF DRIVE IS EXTENDED.

THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) SHOWS THAT THE SUBJECT PROPERTY IS LOCATED WITHIN AN AREA DESIGNATED AS ZONE X. ZONE X IS DEFINED AS: AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODING AND AN AREA OF SPECIAL FLOOD HAZARD (SFA) (FEMA FIRMS). LICKING COUNTY, OHIO, PANEL 0288, MAP 39089C, SUFFIX J, EFFECTIVE DATE (MARCH 16, 2015) & LICKING COUNTY, OHIO, PANEL 0426, MAP 39089C, SUFFIX J, EFFECTIVE DATE (MARCH 16, 2015) & LICKING COUNTY, OHIO, PANEL 0407, MAP 39089C, SUFFIX H, EFFECTIVE DATE (MAY 2, 2007) SUFFIX H, EFFECTIVE DATE (MAY 2, 2007) & LICKING COUNTY, OHIO PANEL 0289, MAP 39089C, SUFFIX H, EFFECTIVE DATE (NOT PRINTED).

MINIMUM LOT SIZE	52'x120' (0.14± AC.)
FRONT YARD SETBACK	25'
REAR YARD SETBACK	20'
SIDE YARD SETBACK	5'MIN (10'TOTAL)

800-362-2764 or 8-1-1  
www.oups.org

*Michael Kady*  
APPLICANT, GRAND COMMUNITIES, LLC

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

<b>A</b>	LANDERS THEODORE A & DEBORAH PN: 063-140160-00.0004 ZONED PDD	<b>J</b>	COLEMAN DESTINY L PN: 063-151770-00.0000 ZONED R-87	<b>R</b>	BRITT TAMMY PN: 063-149238-00.0000 ZONED R-87
<b>B</b>	SCHLEPPI ADAM N & TRACI M PN: 063-140160-00.0003 ZONED PDD	<b>K</b>	SPENCER DONNA PN: 063-149562-00.0000 ZONED R-87	<b>S</b>	WHITSEL JAMES D & RONDA E PN: 063-151662-00.0000 ZONED R-87
<b>C</b>	MONEK CHARLA A & SEDZIOL JASON W PN: 063-140160-00.0041 ZONED PDD	<b>L</b>	COULSON ROGER D & BRENDA K PN: 063-150516-00.0000 ZONED R-87	<b>T</b>	FIFE JODYANNE C PN: 063-144252-00.0000 ZONED R-87
<b>D</b>	STEELE GERALD W PN: 063-140160-00.0042 ZONED PDD	<b>M</b>	COULSON ROGER D & BRENDA K PN: 063-150516-00.0000 ZONED R-87	<b>U</b>	CROWDER JEFFREY S PN: 063-142758-00.0000 ZONED R-87
<b>E</b>	BRIDGER PATRICK O & TRISHA A PN: 063-140166-00.0001 ZONED R-20	<b>N</b>	COULSON ROGER D & BRENDA K PN: 063-150504-00.0000 ZONED R-87	<b>V</b>	THOMPSON RICHARD LEE & MARY HAZEL PN: 063-150966-00.0000 ZONED R-87
<b>F</b>	ROBINSON FREDERICK & SHERRY PN: 063-140160-02.0000 ZONED R-20	<b>O</b>	JOSEPH PATRICK L & THERESA L PN: 063-143232-00.0000 ZONED R-87	<b>W</b>	OVERHOLTS BRENDA MARIE PN: 063-142784-00.0000 ZONED R-87
<b>G</b>	ROBINSON FRED & SHERRY PN: 063-140160-03.0000ZONED R-20 ZONED R-20	<b>P</b>	BRAGG DORIS A PN: 063-149820-00.0000 ZONED R-87	<b>X</b>	BLYTEH JOHN STEVEN PN: 063-145494-00.0000 ZONED R-87
<b>H</b>	ROBINSON FREDERICK & SHERRY PN: 063-140160-04.0000 ZONED R-20	<b>Q</b>	COLLIER DANTE PN: 063-145572-00.0000 ZONED R-87	<b>Y</b>	SUMMIT RIDGE LIMITED PARTNERSHIP PN: 063-148854-00.0000 ZONED R-MH
<b>I</b>	LINES HAROLD V PN: 063-149556-00.0000 ZONED R-87				

SCALE: 1"=200'

TOTAL HOMESITES (52'x120' MIN.)	211	2.51 UNITS PER ACR
LAND USE	ACREAGE	LEGEND
RIGHT-OF-WAY INTERNAL	8.93 ACRES	10.61%
EX.RIGHT-OF-WAY SUMMIT ROAD	0.84 ACRES	1.00%
PROPOSED RIGHT-OF-WAY SUMMIT ROAD	0.42 ACRES	0.50%
OPEN SPACE		
HERON MANOR	28.60 ACRES	-
LAND DEDICATION TO LHLSD	10.00 ACRES	-
TOTAL OPEN SPACE:	38.60 ACRES	45.86%
RESIDENTIAL LOTS	35.38 ACRES	42.03%
TOTAL SITE ACREAGE	84.18 ACRES	100.00%
LOTS BACKING TO OPEN SPACE	156	73.93%
MINIMUM FLOOR AREA	1,300 SQ.FT.	W/BASEMENT
	1,450 SQ.FT.	W/O BASEMENT

PROJECT SURVEY COMPLETED OCTOBER 12, 2018.

TOTAL OPEN SPACE OCCUPIED BY STORMWATER MANAGEMENT FACILITIES IS 4.16 ACRES, OR 10.78% OF THE TOTAL OPEN SPACE ACREAGE.

BASED ON NAVD 1988 DATUM

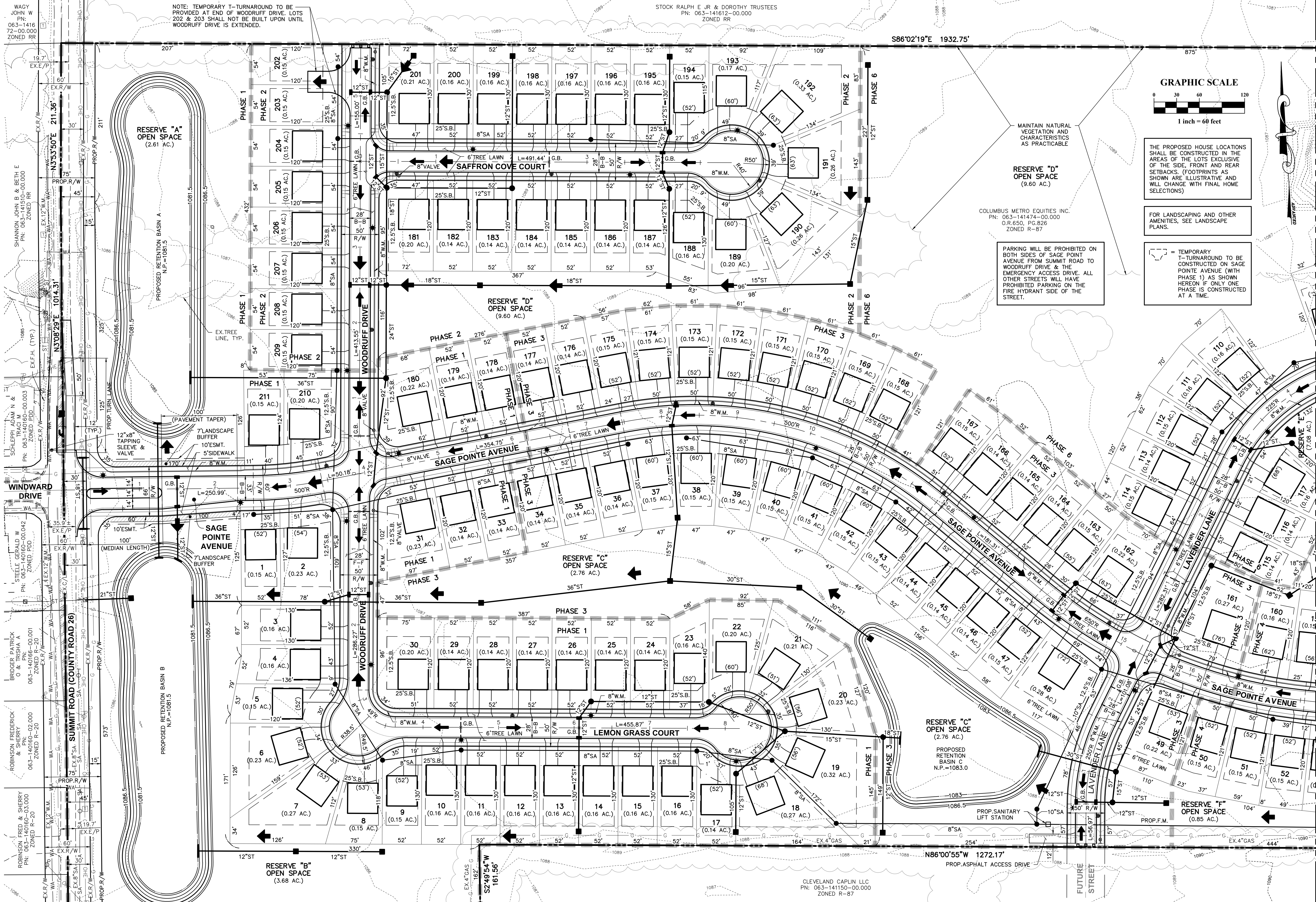
BASED ON NAVD 1988 DATUM	
SITE B.M.#1	CHISELED "X" ON SOUTH SIDE, TOP FLANGE OF FIRE HYDRANT BOLT, LOCATED APPROXIMATELY 44' EAST OF THE DRIVEWAY TO RESIDENCE 13650 CLEVELAND ROAD, AND 4' NORTH OF CLEVELAND ROAD EDGE OF PAVEMENT. N: 727915.443 E: 1899725.670 Elev.=1092.94
SITE B.M.#2	CHISELED "X" ON SOUTH SIDE, TOP FLANGE OF FIRE HYDRANT BOLT, LOCATED ACROSS THE STREET FROM THE RESIDENCE AT 13545 CLEVELAND ROAD, APPROXIMATELY 5' NORTH OF EDGE OF PAVEMENT. N: 727878.791 E: 1900237.752 Elev.=1097.25
SITE B.M.#3	CHISELED "X" ON SOUTH SIDE, TOP FLANGE OF FIRE HYDRANT BOLT, LOCATED APPROXIMATELY 17" EAST OF THE DRIVEWAY TO THE RESIDENCE OF 13500 CLEVELAND ROAD AND 3' NORTH OF CLEVELAND ROAD EDGE OF PAVEMENT. N: 727842.135 E: 1900733.509 Elev.=1092.30
SITE B.M.#4	CHISELED "X" ON EAST SIDE, TOP FLANGE OF FIRE HYDRANT BOLT, LOCATED APPROXIMATELY 114' NORTH OF WINDYBARK DRIVE CENTERLINE AND 6' WEST OF SUMMIT ROAD EDGE OF PAVEMENT. N: 729297.479 E: 1897985.610 Elev.=1088.41
SITE B.M.#5	CHISELED "X" ON EAST SIDE, TOP FLANGE OF FIRE HYDRANT BOLT, LOCATED APPROXIMATELY 72' NORTH OF THE DRIVEWAY TO RESIDENCE 6194 SUMMIT ROAD AND 9' WEST OF SUMMIT ROAD EDGE OF PAVEMENT. N: 728794.753 E: 1897985.014 Elev.=1087.30







Z:\18-0004-644\DWG\PRODUCTION DRAWINGS\PRE DEVELOPMENT PLAN\Site and Utility Plan.dwg Layout1 Aug 08, 2019 9:46:30am jsur



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

CITY OF PATASKALA, LUCKING COUNTY, OHIO

REZONING PLAN  
FOR  
SAGE POINTE

SITE & UTILITY PLAN

PLAN PREPARED BY:  
ADVANCED  
CIVIL DESIGN  
ENGINEERS & SURVEYORS

422 Beecher Road  
Columbus, Ohio 43230  
ph 614.428.7750  
fax 614.428.7755

No.	Revision	Date	Approved

Date: 08/09/2019  
Scale: 1" = 60'

Drawn By: JRS  
Checked By: DDD

Project Number:  
18-0004-644

Drawing Number:  
3 / 5







