## Site Data:

Existing Zoning: Proposed Zoning:

Total Site Area:

Total Residential Lots: ± .44 du/acre

R-10

Planned Residential

±136.23 Acres

Lot Statistics: Minimum Lot Width: Min. Lot Area:

75' (at building line) 0.8 Acres 50' min. 20' min. 35' min. 35' min.

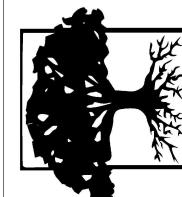
## Coded Notes:

- A Proposed Entry Gate and Entry Column Location. Final location and design will be submitted to the City of Pataskala for review and approval at the time of Final Development Plan / Final Engineering. For example see Exhibit G.
- B Central Mailbox Unit. Final location and design will be submitted to the City of Pataskala, and the USPS for review and approval at the time of Final Development Plan / Final Engineering. For example see Exhibit F.
- Site Walking Path
- Amenity Area Community House, Parking Area, Mailboxes; Potential future uses, including but not limited to Pool, tennis court, or playgrounds to be determined by HOA.

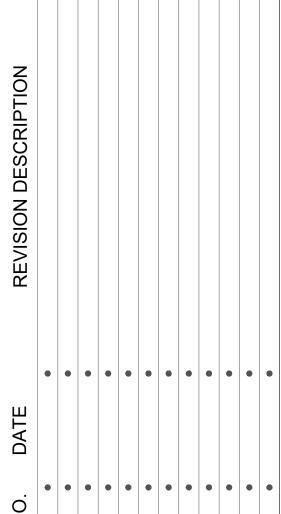
# Special Notes:

Lot disturbance, including but not limited to, excavation and/or the removal of trees, for all homes within the subdivision shall be limited to an area of no greater than the driveway plus 20 feet around the perimeter of the proposed home and garage. Existing trees beyond the 20-foot perimeter as described above shall not be removed unless they are dead, diseased or pose a threat to the health, safety and welfare of the lot owners as determined by the City Administrator or his designee. the lot owner has the right to remove any unsightly or under story plant material as long as it does not affect the health of existing trees. Signage indicating the 20-foot perimeter shall be placed on lots as approved by the City of Pataskala following the issuance of a Certificate of Compliance for any new construction on the lot.

The removal of trees in violation of this Section shall be a violation of the Scenic View Estates Planned Development District regulation, as approved by ordinance 2019-4341. Whoever violates the Scenic View Estates Planned Development District regulations shall be subject to the penalties, as described in section 1209.99 of the Pataskala Code and may be required to replace the removed tree(s) as described in Section 1283.03 of the Pataskala Code, pay into the ecological preservation fund as described in Section 1283.04 of the Pataskala Code, or both.







\_ \_ Z S  $\mathsf{Z}^{\;\sqcup}$ V O \_ +

UZ

ZU

/IEW ≣S

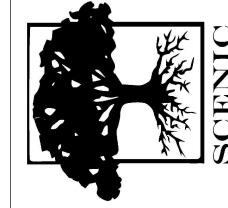
ILLUSTRATIVE PLAN

> ISSUE: PRELIMINARY DATE: 12/06/2019

JOB NO.: DESIGN: DRAWN: CHECKED:

SHEET NO. **Exhibit E** 







+ DESIGN

ENIC VIEW STATES

ENTRY GATE CONCEPT

ISSUE: PRELIMINARY DATE: 12/06/2019

JOB NO.:
DESIGN:
DRAWN:
CHECKED:

SHEET NO. **Exhibit G** 

Entry Gate Concept:



Gate Details and finishes will vary by entrance to provide variety while following this base concept













## ARCHITECTURAL CHARACTER

ISSUE: PRELIMINARY DATE: 12/06/2019

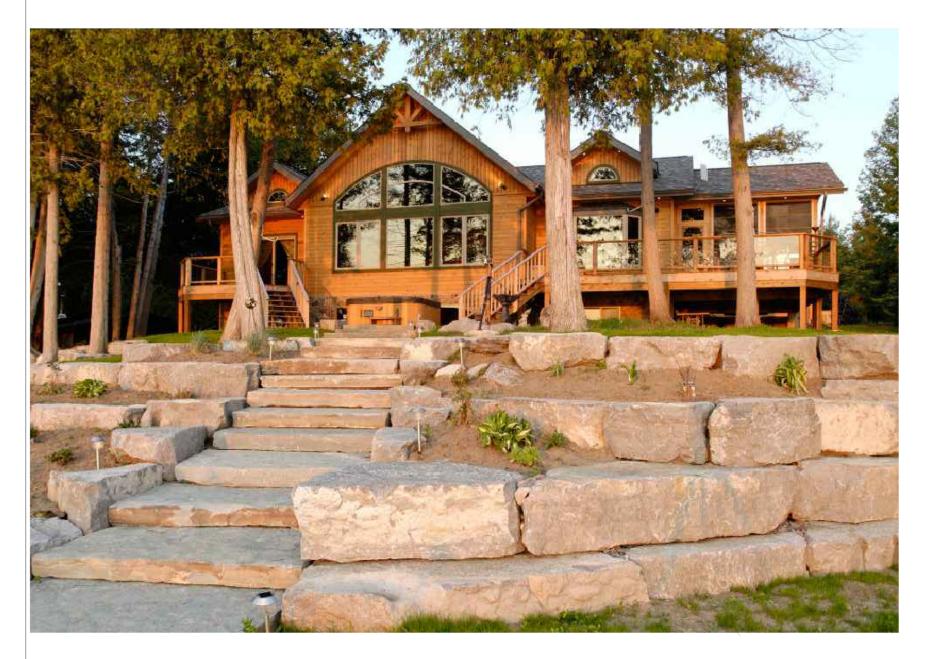
JOB NO.: DESIGN: DRAWN: CHECKED: SHEET NO. **Exhibit H** 











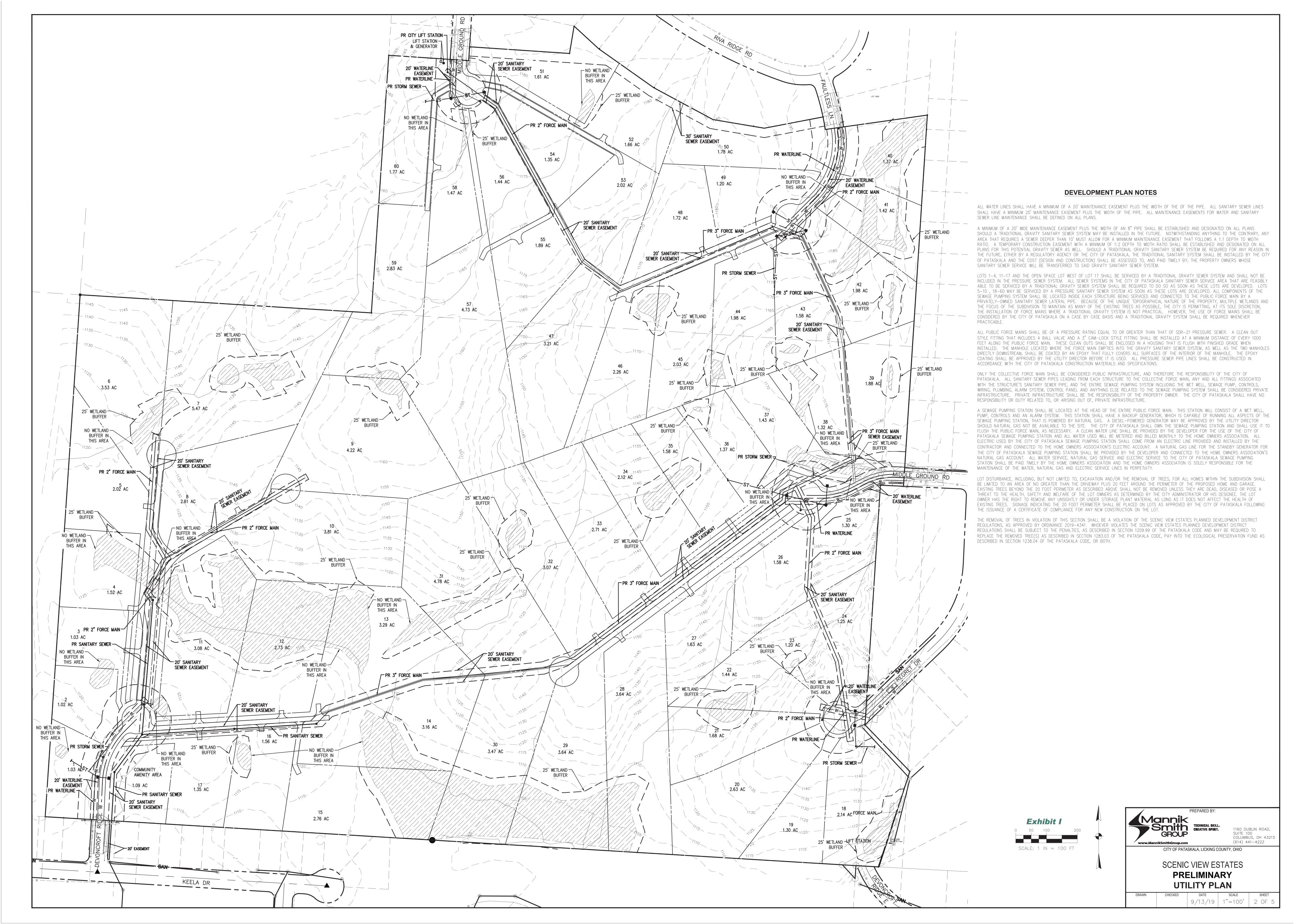


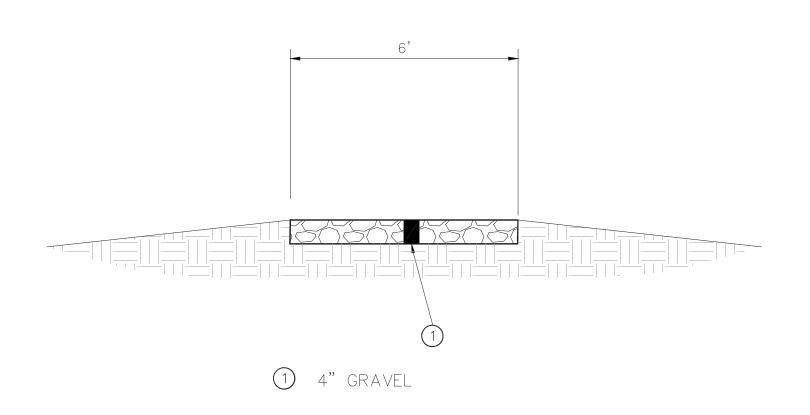




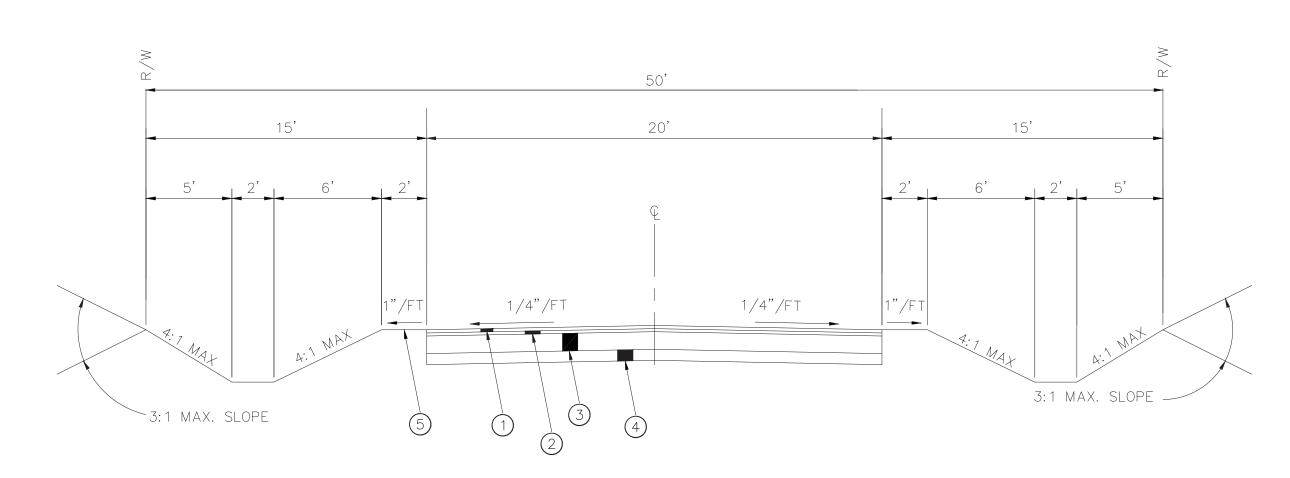








## **WALKING PATH SECTION**



### TYPICAL 20' PAVEMENT SECTION (50' RIGHT-OF-WAY)

## **REGRET DRIVE** MIDDLEGROUND ROAD FAULTLESS LANE DEVENCROFT RIDGE WEST

- $\bigcirc$  1-1/2" ASPHALT CONCRETE, SURFACE COURSE, TYPE 1 (448, PG 64-22) ITEM 441
- $\bigcirc$  1-1/2" ASPHALT CONCRETE, INTERMEDIATE COURSE, TYPE 2 (446) ITEM 441
- 3 6" BITUMINOUS AGGREGATE BASE, ITEM 301
- 4 4 CRUSHED AGGREGATE BASE, ITEM 304
- 5) SEEDING AND MULCHING, ITEM 659

# **NOT FOR CONSTRUCTION**



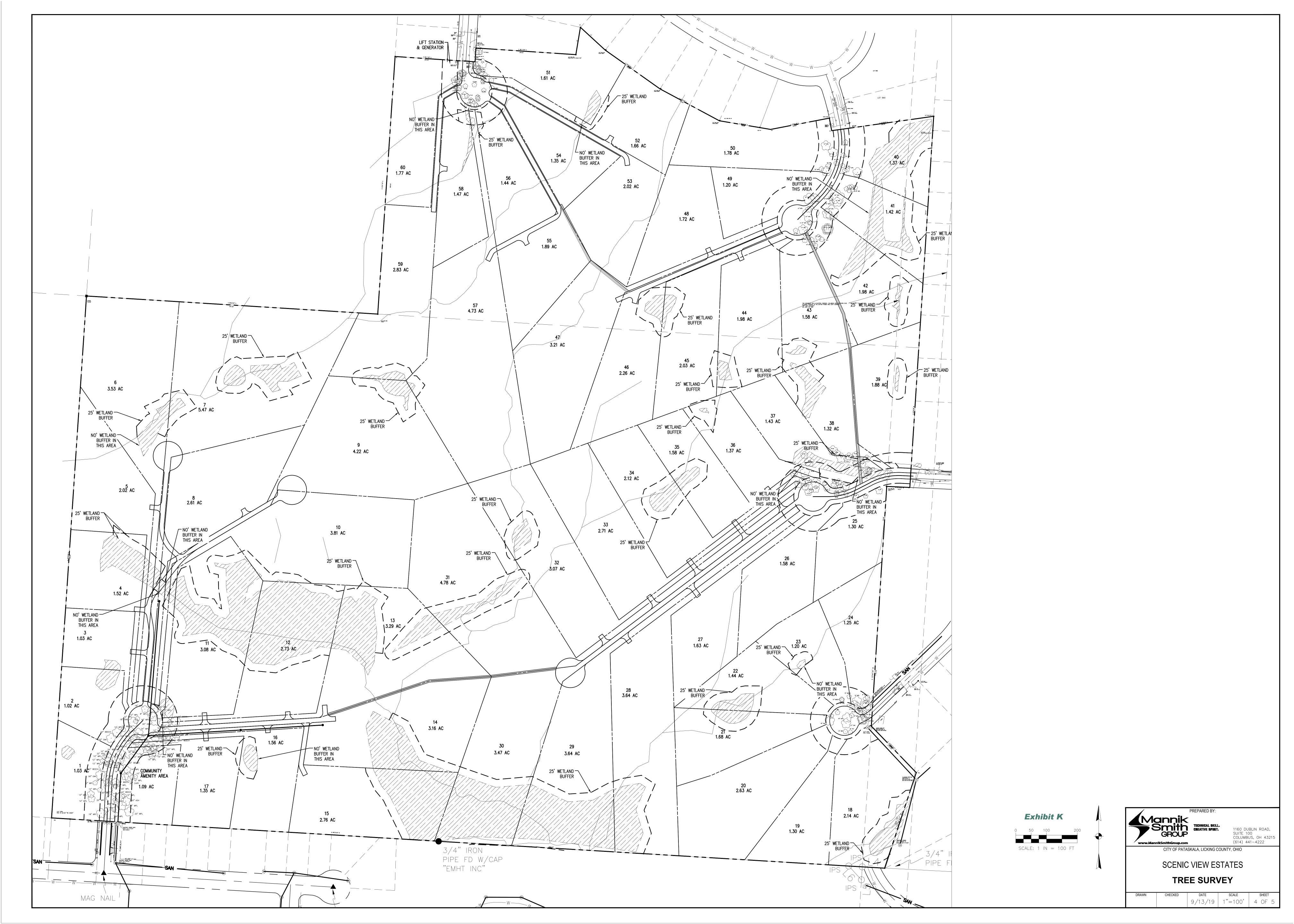
1160 DUBLIN ROAD, SUITE 100 COLUMBUS, OH 43215 (614) 441-4222 CITY OF PATASKALA, LICKING COUNTY, OHIO

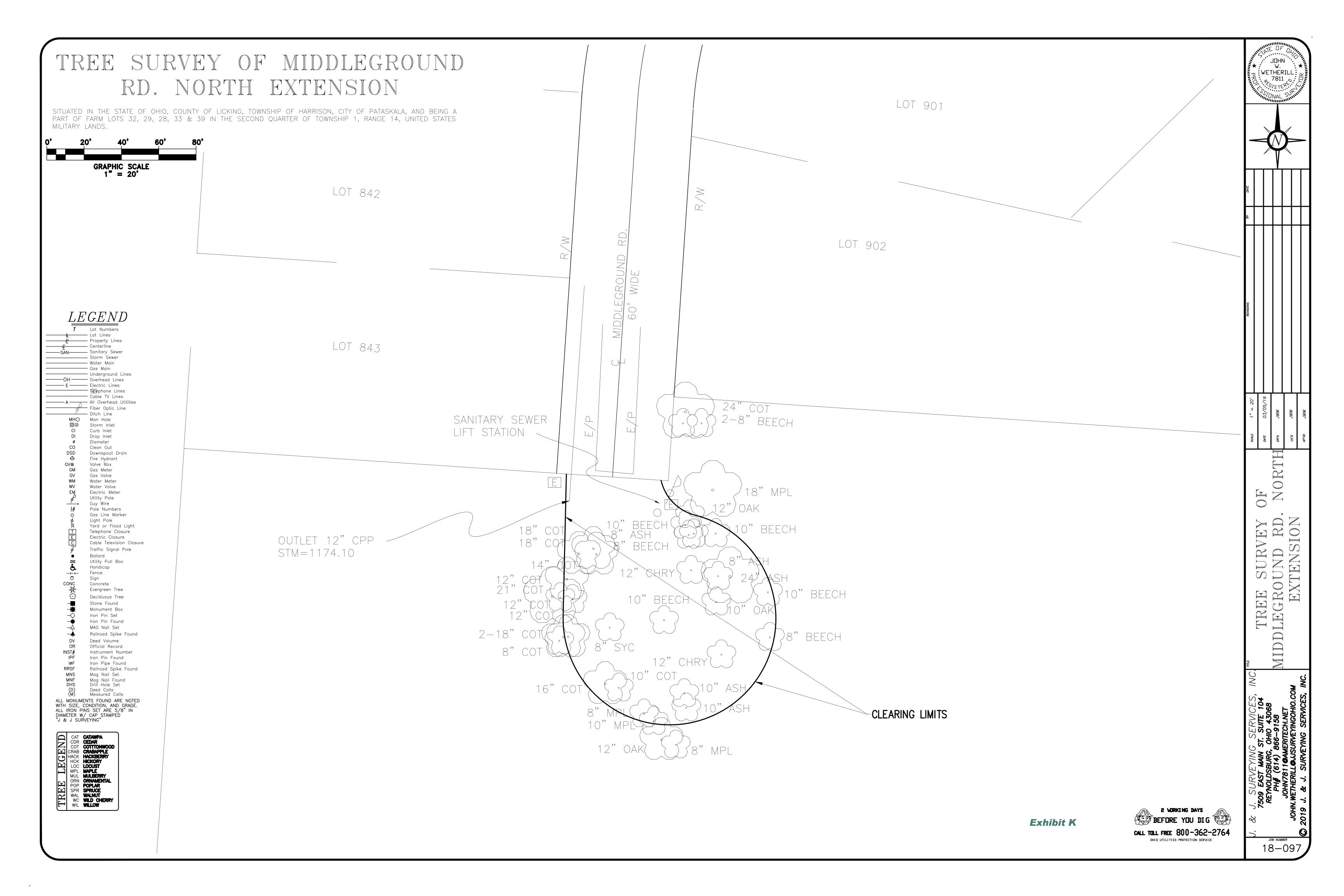
SCENIC VIEW ESTATES

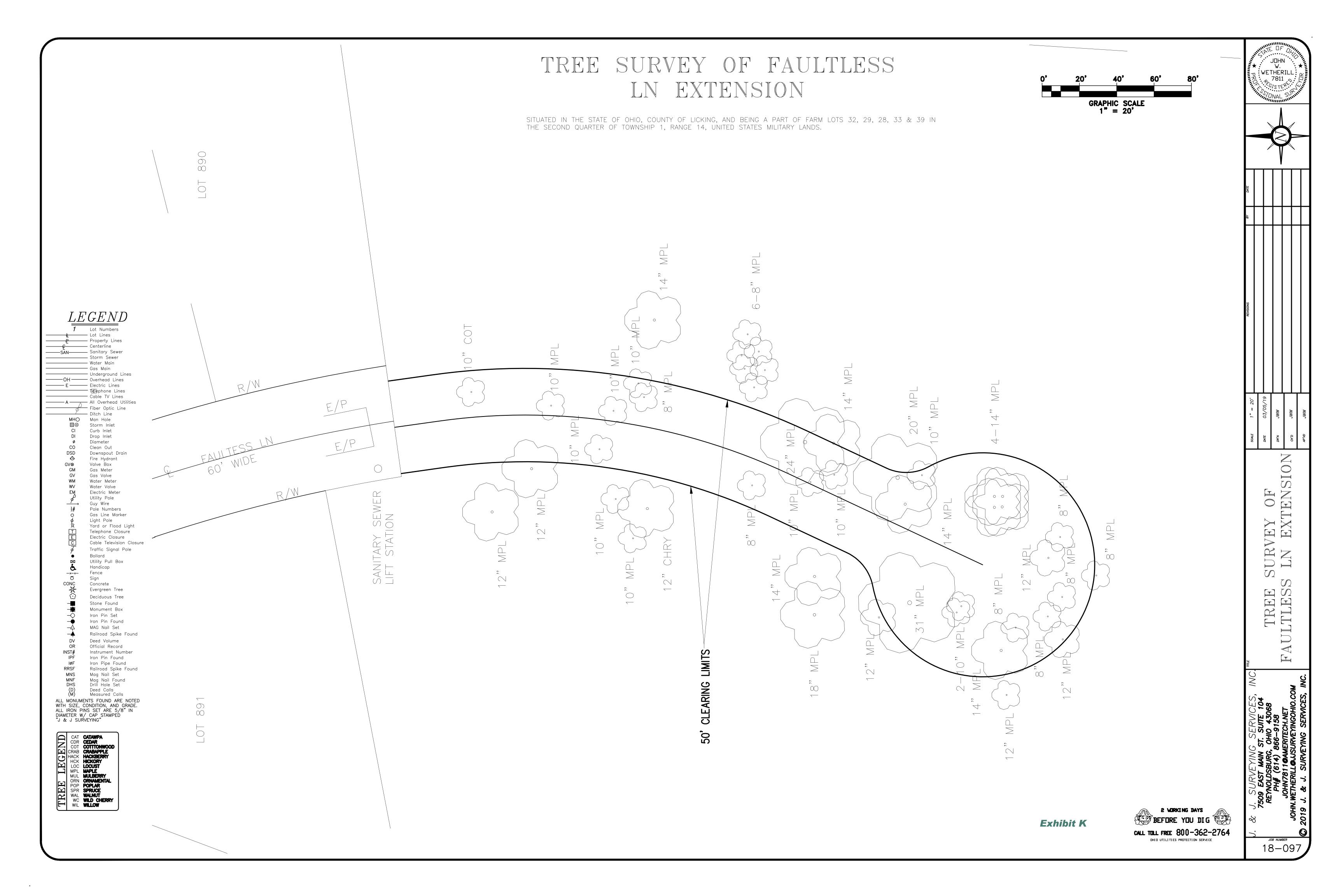
**TYPICAL SECTIONS** 

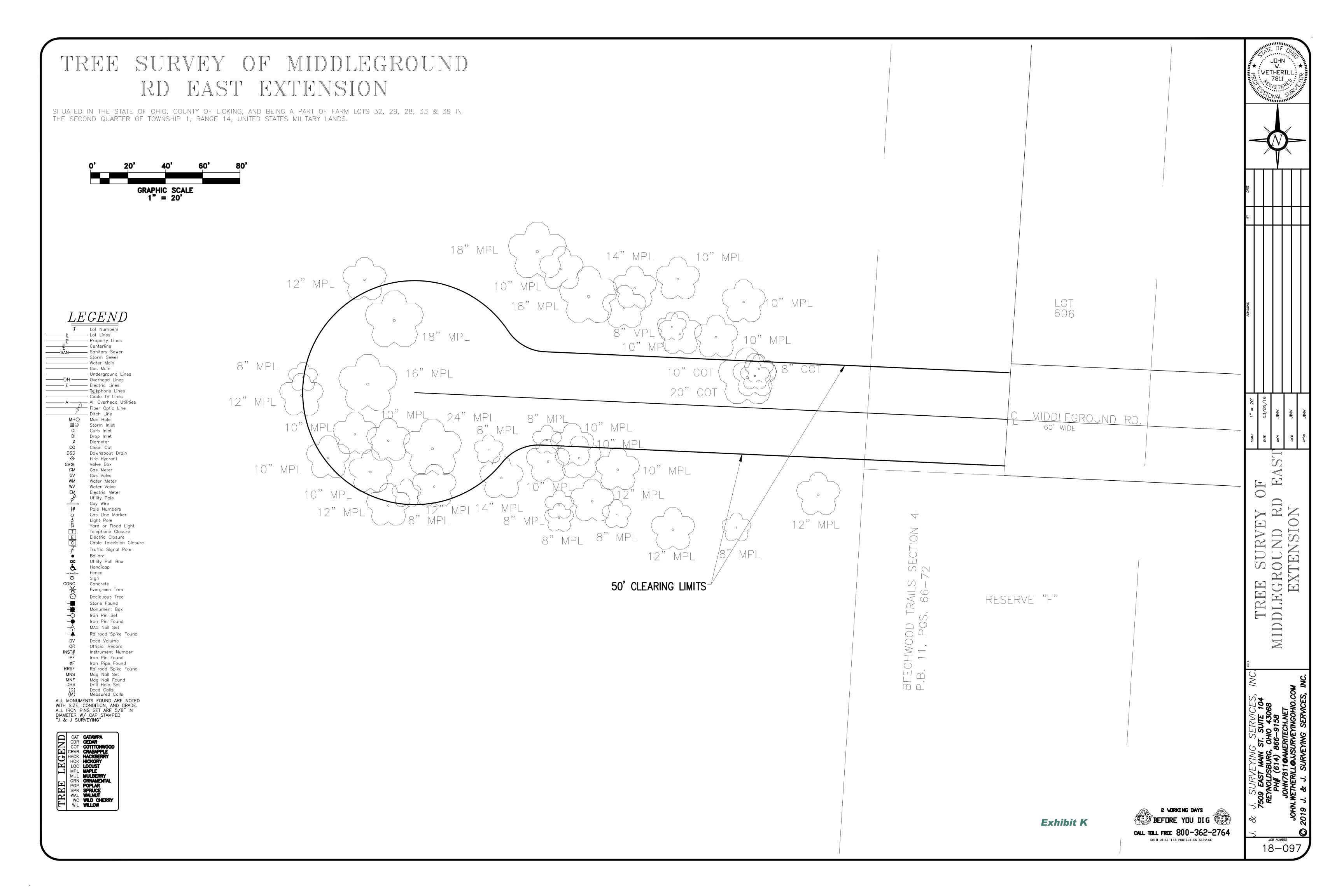
Exhibit J

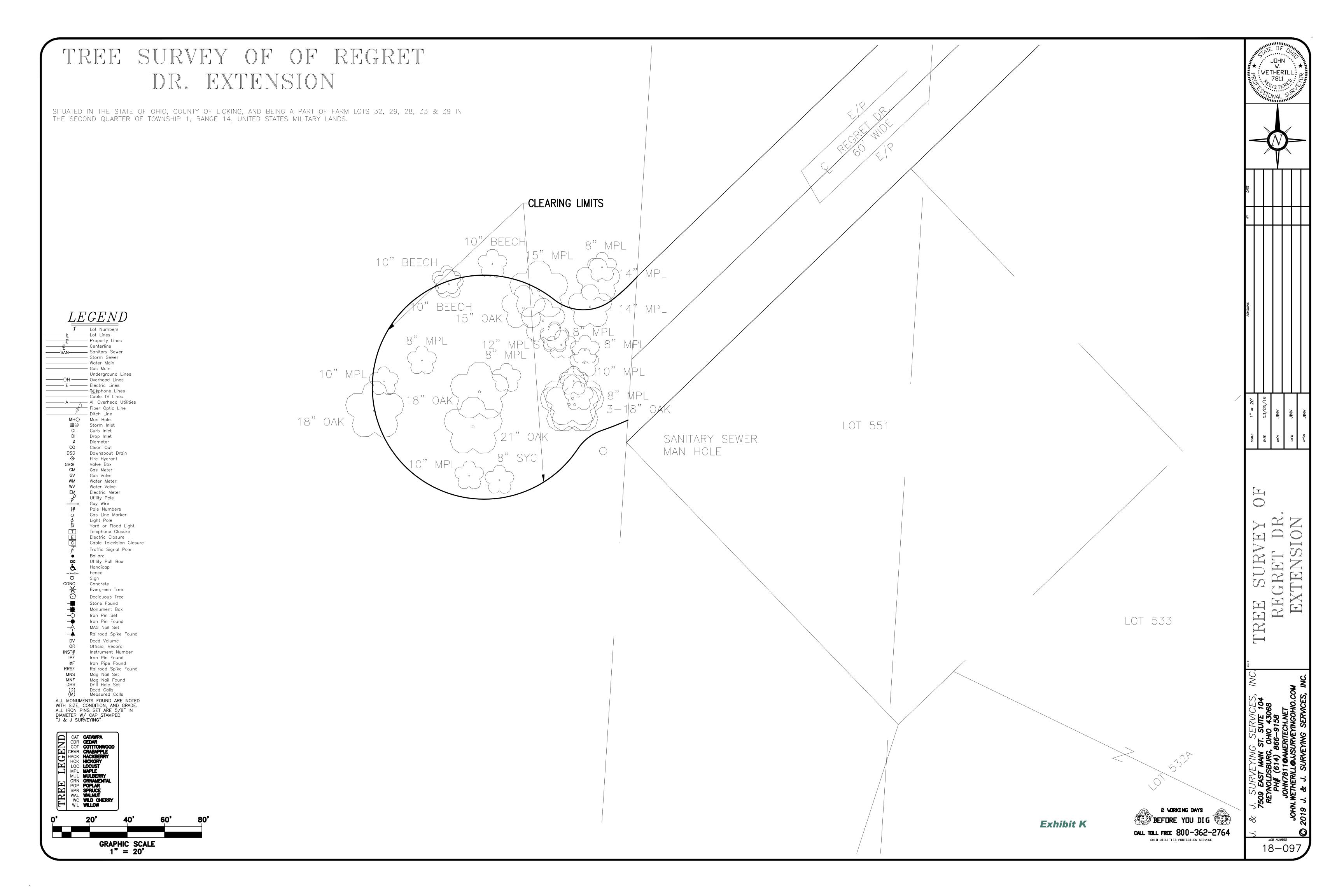
DATE SCALE SHEET
9/13/19 AS NOTED 5 OF 5

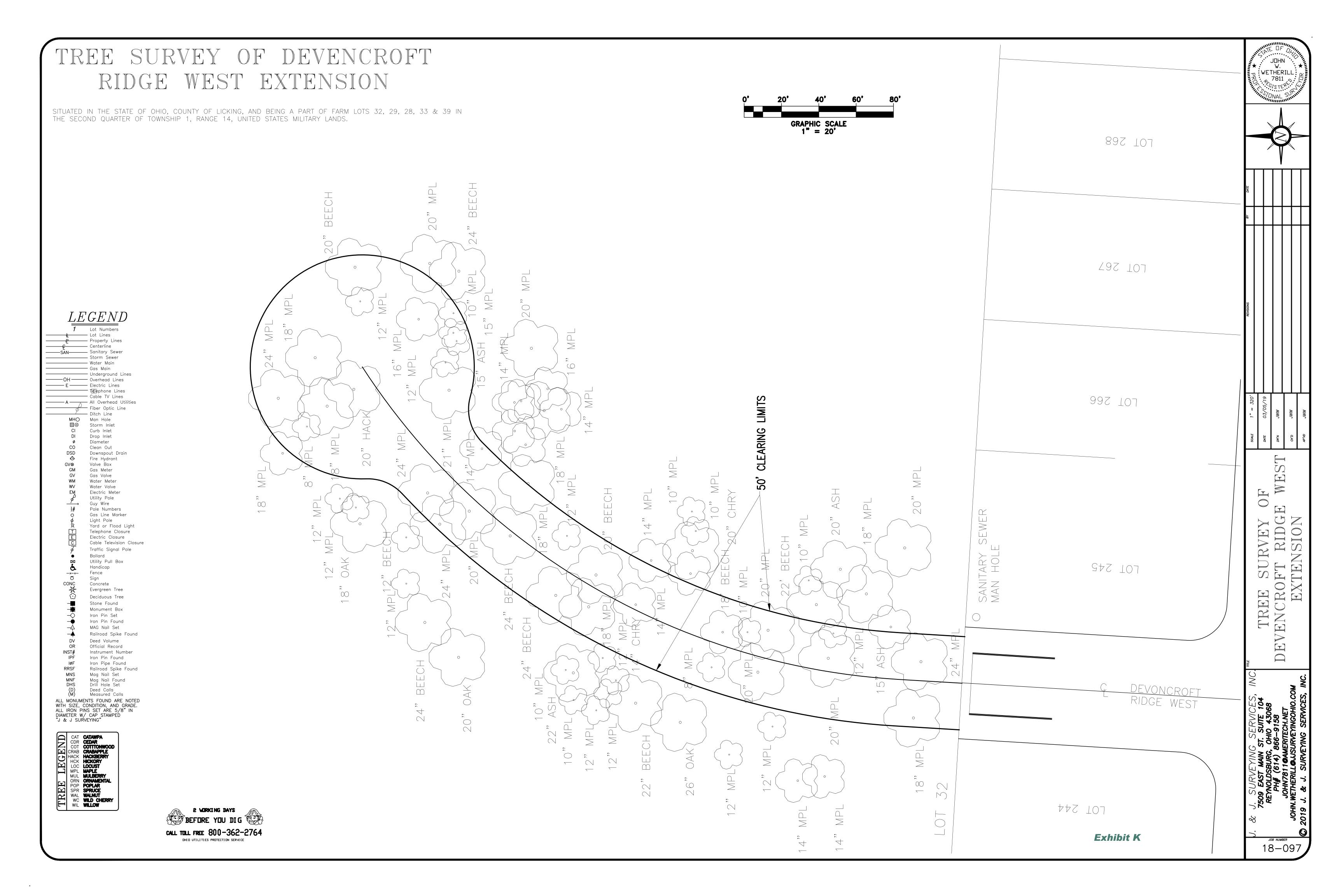


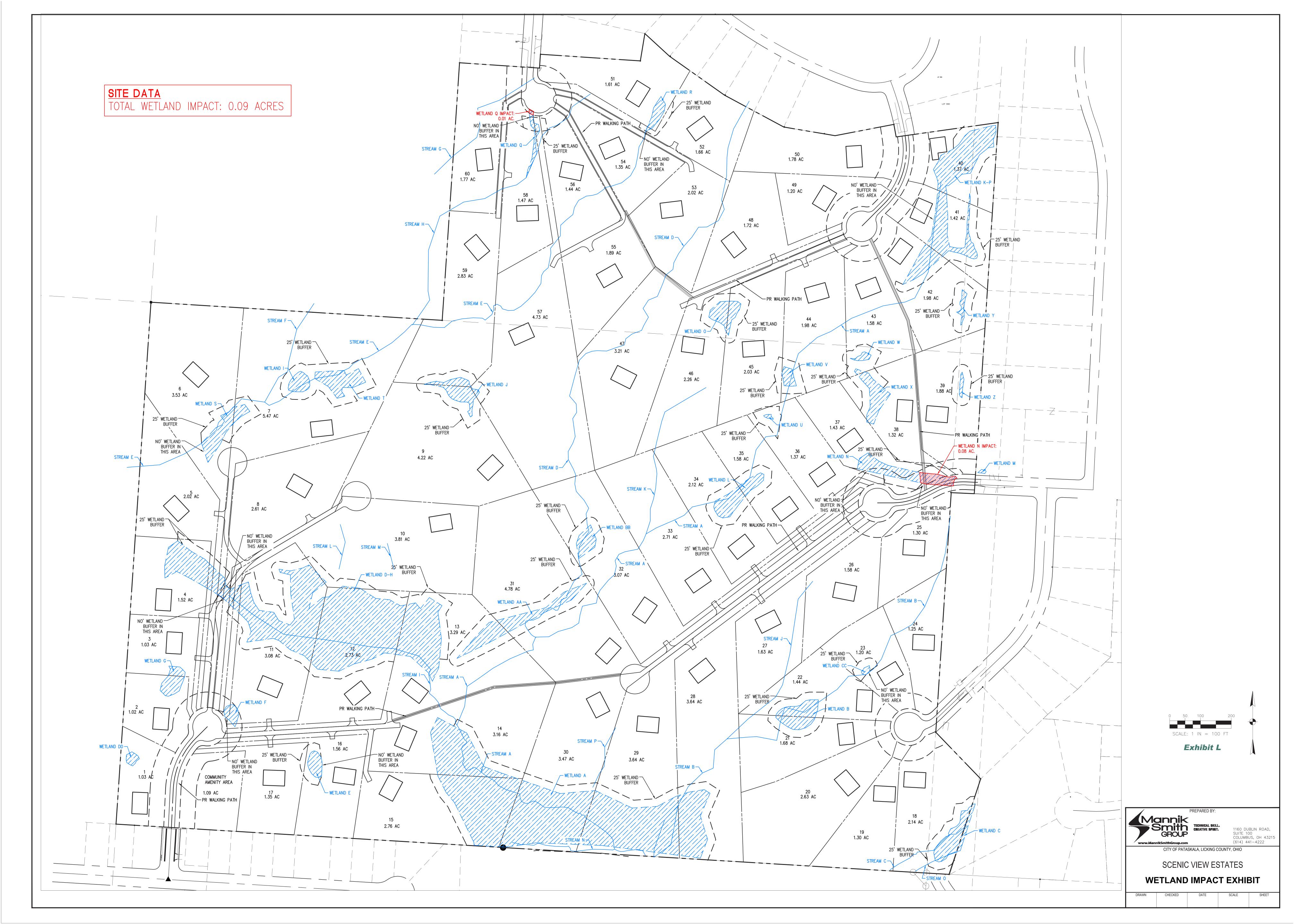


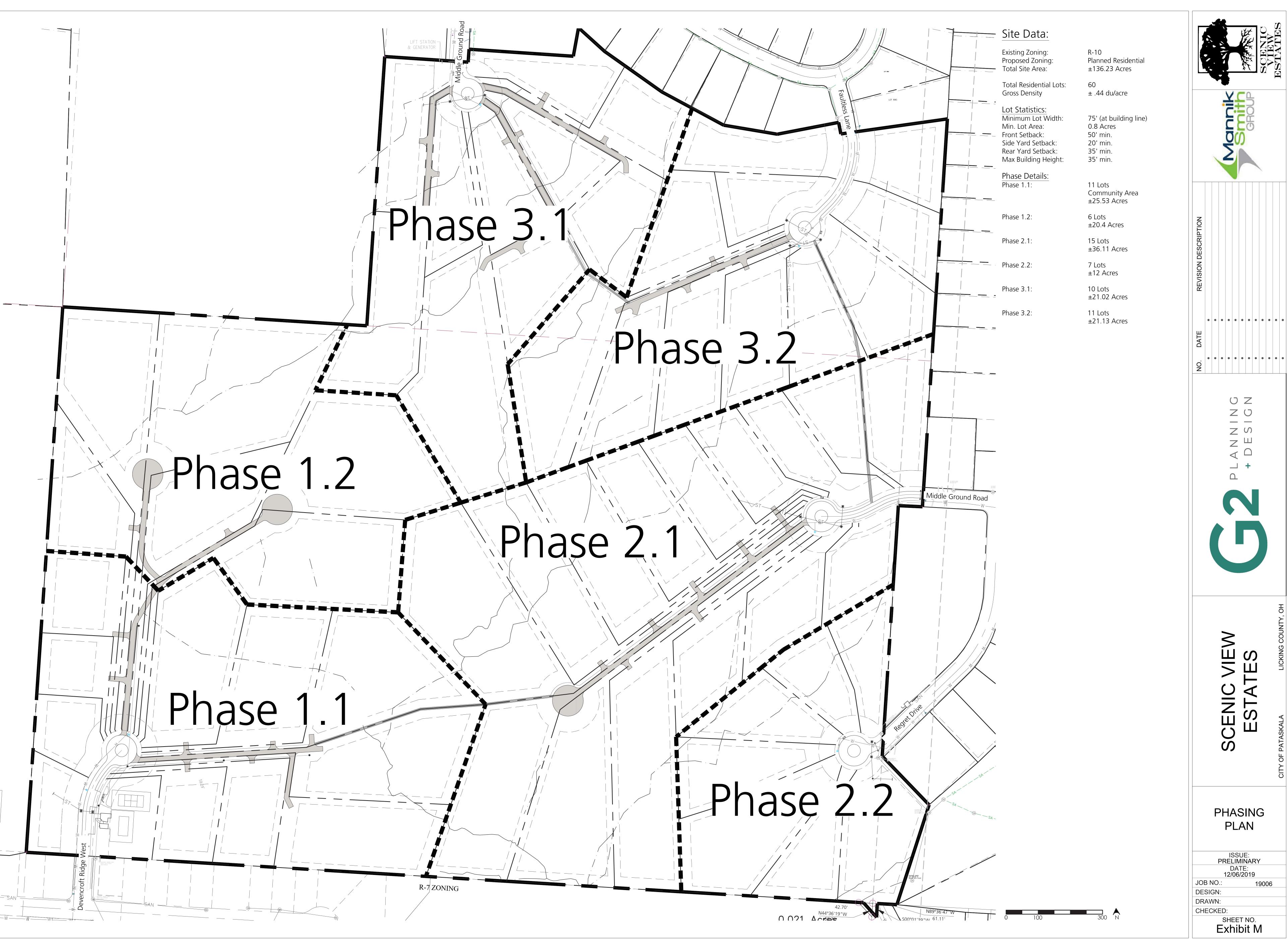


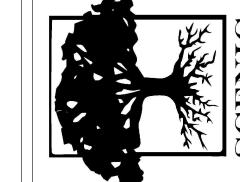














PHASING PLAN

ISSUE: PRELIMINARY DATE: 12/06/2019

DESIGN: DRAWN:

SHEET NO. **Exhibit M** 

# TAB 5 SERVICEABILITY LETTERS



LICKING RURAL ELECTRIFICATION 11339 MT. VERNON RD. P.O. BOX 455 UTICA, OHIO 43080

February 26, 2019

Jay Barry, P.E. The Mannik & Smith Group 1160 Dublin Rd., Suite 100 Columbus, OH 43215

To whom it may concern,

In response to the request to serve the Scenic View Estates subdivision situated in Licking County, North of Keela Drive and Hazelwood Subdivision and West of Middelground Rd. and Beechwood Trails subdivision, The Energy Cooperative can, and is capable, of serving this residential development.

The Energy Cooperative currently has 3-phase and 1-phase electric facilities adjacent to the property. Should you have any further questions, please contact me.

My contact information is:

Josh Filler

Email: jfiller@theenergycooperative.com

Office: 740-348-1274 Cell: 740-624-9873

We look forward in working with you on this project.

Sincerely,

Joshua E. Filler, P.E. Manager of Engineering

# TAB 6 SAMPLE DEED RESTRICTIONS

#### DRAFT

## <u>DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS, AND ASSESSMENT LIENS FOR SCENIC VIEW ESTATES</u>

This is a declaration of covenants, easements, restrictions, assessments, and assessment liens ("the Community Declaration") made on or as of this day of \_\_\_\_\_\_\_\_, 2019, by Scenic View Estates, LLC, an Ohio limited liability company, (hereinafter "Declarant").

#### Background:

The following portion hereof is provided to assist in understanding its objectives. Many of the terms used herein are defined in Article I, the Definitions portion hereof, and it is recommended that those definitions be consulted in order to understand these provisions:

A. Declarant is the in fee simple of the following REAL PROPERTY:

#### See attached Exhibit A

Parcel Numbers: 025-068087-00.000 annexed to 064-068087-00.000 and 064-068322-00.009

- B. "Scenic View Estates" presently consists of all the above described property, is intended to be a high-quality residential development, is located in Pataskala, Ohio, and, as future sections and parcels are developed, will encompass other property that is part of the same parcel.
- C. Pursuant to the provisions of the Development Plan, various Parcels in Scenic View Estates have been, or will be, as created, conveyed to the City of Pataskala and maintained by or through it (such as but not limited to storm water detention areas, passive green spaces parks, and public streets), or owned by it but maintained by the Community Association, (such as but not limited to pocket parks, cul-de-sac islands, boulevard central landscaped strips, and Other landscaped buffers). Other Parcels will be subjected to easements reserved to the Community Association for construction and maintenance of Scenic View Estates entryway features, the maintenance of landscaping and trees in landscape buffer areas, the maintenance of front hedges on Parcels and for various other purposes that would be of benefit to Scenic View Estates and its Owners and Occupants.
- D. In connection with the development of Scenic View Estates there has been created the Community Association, an association of all Owners, except Owners of Common Property and Exempt Property, which, pursuant hereto, has and will have easements with respect to:
  - Maintaining the Entranceway Improvements;

- Maintenance and repair of the private roads, including, but not limited to, snow plowing, patching, sealing, overlaying, and replacement. The Owner will grant an easement to the City of Pataskala to for purposes of access to any public improvements for water and sewer lines, safety, first response, and trash removal;
- To administer and enforce covenants and restrictions in the plat, plus supplemental declarations resulting from phasing; and
- Establish a Code of Regulations that governs the collection of assessments; and
- Other such reasons as determined to be appropriate and necessary to serve the needs of all of Scenic View Estates and its Owners and Occupants; and

E. The purpose of this Community Declaration is to establish a plan for the accomplishment of the objectives of the Community Association, and to memorialize these understandings. Accordingly, by this Community Declaration Declarant is establishing various rights and responsibilities with respect to Scenic View Estates as it presently exists and the Owners of property therein, and the right to extend the same to future portions of Scenic View Estates as it may be expanded from time to time, and the Owners and Occupants of property therein.

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

NOW THEREFORE, in pursuance of a general plan for the protection. benefit, and mutual advantages of the property in Scenic View Estates as presently constituted (consisting of no more than three phases, and as it may hereafter be constituted, Declarant hereby declares that all of this property shall be held, sold, conveyed and occupied subject to the following covenants, easements, and restrictions, which are for the purpose of protecting the values and desirability of, which shall run with the title to, each part of Scenic View Estates and be binding on all parties having any right, title or interest therein, and each part thereof, and their respective heirs, successors and assigns, and which shall inure to the benefit of and be enforceable by Declarant, each owner of property in Scenic View Estates, the Community Association, and their respective heirs, successors, and assigns:

#### ARTICLE I- DEFINITIONS

The following terms used in this Community Declaration shall have these meanings, unless the context requires otherwise:

1. "Additional Property" property that may in the future be subjected of record in the County in which it is located to the plan provided herein, and consists of all or any part of property determined by Declarant, in its sole and unfettered discretion, as property to be part of Scenic View Estates and subjected to the provisions hereof, and may include any property described in item B of the Background Section of this Declaration and property adjacent to or contiguous with property a part of Scenic View Estates as it is then constituted.

- 2. "Architectural Review Committee" the group of individuals having the power and authority to establish and enforce architectural standards governing the construction, replacement and modification of Improvements in Scenic View Estates.
- 3. "Articles" and "Articles of Incorporation" the articles, when filed with the Secretary of State of Ohio, incorporating Scenic View Estates Homeowners' Association, Inc. (the "Community Association") as a nonprofit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio ("Chapter 1702").
- 4. "Assessments" charges levied by the Community Association on Parcels and their Owners, consisting of Operating Assessments, Special Assessments, and Individual Parcel Assessments.
  - 5. "Board" the Board of Directors of the Community Association.
- 6. "Code of Regulations" and "Code" the code of regulations of the Community Association (often referred to as "bylaws") created under and pursuant to the provisions of Chapter 1702, establishing certain administrative and operating rules and procedures for the Community Association.
- 7. "Common Expenses" costs and expenses incurred by the Community Association in fulfilling its functions.
- 8. "Common Property" all real and personal property, including easements, now or hereafter acquired by the Community Association pursuant to the provisions hereof, or in deed restriction in a deed or deeds to the City of Pataskala, Ohio, or otherwise, for the common use and the enjoyment of the Owners and Occupants in Scenic View Estates or for the operation of the Community Association.
- 9. "Community' Association" an association of all of the Owners of property in Scenic View Estates, at any time, except Owners of Exempt Property and Common Property, with respect to that property. It has been incorporated as an Ohio non-profit corporation named "Scenic View Estates Homeowners' Association, Inc."
- 10. "Declarant" Scenic View Estates, LLC and any successor or assign to which it specifically assigns any of its rights and which assumes its obligations hereunder by a written instrument.
- 11. "Development Plan" the plan adopted through the City Council of the City of Pataskala's zoning approval on \_\_\_\_\_\_, 2019, including a Preliminary Development Plan dated \_\_\_\_\_\_, and duly adopted amendments thereto made heretofore or hereafter, for Scenic View Estates, establishing permitted uses, and limitations thereon, Improvement requirements and specifications, and various Other requirements and limitations with respect to Scenic View Estates. The Development Plan, as amended from time to time, will be available for review and copy at the offices of Declarant, and is incorporated herein by this reference.

- 12. "Entranceway Improvements"—Improvements made at the various entrances of the Community, including, but not limited to, gates, monument signage, hard and softscapes, and other improvements.
- 13. "Exempt Property" the portion of the real property comprising Scenic View Estates (a) now or hereafter dedicated to common public use or owned by the United States, the State of Ohio, Licking County, the City of Pataskala, any school board, or similar governmental body, or any instrumentality or agency or any such entity, for so long as any such entity or any such instrumentality or agency shall be the owner thereof, or (b) owned by the Community Association, provided, in any such case the same is not utilized as a residence.
- 14. "Governing Documents" the Community Association's Articles of Incorporation, Code of Regulations, its lawful Rules, and all amendments thereto, the Development Plan, applicable building and zoning laws, this Community Declaration and amendments made hereafter, and the provisions of subdivision and other plats of property in Scenic View Estates, present and future.
- 15. "Improvements" all dwellings, buildings, outbuildings, sheds, garages and other structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes flagpoles; swimming pools, hot tubs, spas, and tennis and all other types of walkways, and recreational courts, fixtures and facilities, including tree houses, play houses, children's recreational equipment or structures, basketball hoops and playground equipment; pet houses, runs, and enclosures; changing of colors or materials; exterior lighting; slope and drainage alterations; roads, driveways, uncovered parking areas and other such areas; fences, mailboxes; trellises, walls, retaining walls, exterior stairs, decks, patios and porches; planted trees, herbaceous hedges, shrubs and other forms of landscaping that are more than thirty (30) feet high when fully grown; and all other structures or improvements of every type, constructed or maintained in Scenic View Estates and visible to public view.
- 16. "Individual Parcel Assessment" an assessment that the Board may levy upon a Parcel and its Owners to reimburse the Community Association for costs incurred solely on behalf of that Parcel, or the Owners thereof, including without limitation, administrative charges for Rules violations, late charges, and interest on delinquent assessments, and costs of collection of delinquent obligations to the Community Association, including attorney's fees and court costs, and all other charges reasonably determined by the Board to be chargeable solely to that Parcel and its Owner or Owners.
- 17. "Lot" a discrete parcel of real property now or hereafter identified upon a recorded subdivision plat of property in Scenic View Estates, or any portion thereof, or recorded re-subdivision thereof, and any other discrete parcel of real property designated as a Lot by Declarant and subjected to the provisions of this Community Declaration,

excluding Exempt Property, Common Property, and any other property dedicated for public use.

- 18. "Manager" a Person retained by the Board to assist in the management of the Community Association.
- 19. "Member" any Person who is an Owner is a "Member" of the Community Association during the period of time that Person is an Owner, as hereinafter defined, excepting in all cases, Owners of Exempt Parcels or Common Property with respect to those Parcels.
- 20. "No Disturb Areas"—buffer zones of twenty-five (25) feet from any wetlands and intermittent stream banks as identified on the final plat.
- 21. "Occupant" an individual lawfully residing in a dwelling on a Parcel, regardless of whether that individual is an Owner.
- 22. "Operating Assessments" assessments that the Board may levy upon all Parcels and their Owners, other than Common Property, Exempt Property and their Owners, pursuant to the terms of this Community Declaration, to provide funds to pay Common Expenses.
- 23. "Owner" the record Owner, whether one or more Persons, of fee simple title to a Parcel, excluding vendors under recorded land installment contracts, but including the vendees, and excluding all others having an interest in a Parcel merely as security for performance of an obligation.
- 24. "Parcel" a distinct and separate parcel of real estate in Scenic View Estates for real estate taxation and conveyance purposes, as shown in the records of the Auditor of Licking County, Ohio from time to time. In the case of subdivisions, each Lot therein becomes a separate Parcel upon the filing of a plat creating those Lots with the Recorder of Licking County, Ohio, and in the case of condominiums, each Unit becomes a Parcel at the time the same is so designated in a declaration of condominium or amendment thereto creating the same recorded with the Recorder of Licking County, Ohio.
- 25. "Person" a natural individual, corporation, limited liability company, partnership, trustee, or other legal entity capable of holding title to real property.
- 26. "Reserves" funds that may be charged and collected to meet future needs of the Community Association, including the cost of maintaining private roads.
  - 27. "Rules" the rules and regulations established by the Board from time to time.
- 28. "Special Assessment" an assessment that the Board may levy upon all Parcels and their Owners, except Common Property and Exempt Property and their Owners, to pay for unanticipated operating deficiencies (other than those to be subsidized by Declarant), or to

pay for capital expenditures not regularly budgeted and not to be paid out of reserves, such as costs for major capital improvement replacements and for major new capital improvements.

- 29. "Scenic View Estates" property that at any time has been subjected to the provisions of this Declaration, initially includes all of the property described as Scenic View Estates Phase 1 and Scenic View Estates Phase 2, and may be expanded to encompass all or any part of the Additional Property, as herein described.
- 30. "Turnover Date" the date on which Declarant relinquishes its exclusive right to appoint all members of the Board, which date shall be when Scenic View Estates has been fully developed, all Improvements completed, and all Parcels have been sold and conveyed to bona fide purchasers, provided Declarant reserves the right, in its sole and unfettered discretion, to tum over control of the Community Association, or various functions thereof, at such earlier time as it determines in its sole and unfettered discretion.

#### **ARTICLE II - GOALS**

The covenants, easements, conditions and restrictions contained in this Community Declaration are declared to be in furtherance of the following purposes:

- These covenants, easements, conditions, and restrictions shall apply to each Lot within Scenic View Estates.
- Promotion of the health, safety and welfare of all Owners and Occupants of property in Scenic View Estates.
- Ownership, preservation, beautification and maintenance of Scenic View Estates'
   Common Property and all Improvements thereon;
- Enforcement of architectural controls and restrictions applicable to property in subject hereto;
- Compliance with all zoning and similar governmental regulations applicable to property subject hereto; and
- Provide for mandatory membership of Parcel Owners in Scenic View Estates, other than Owners of Exempt Property or Common Property, as it may be constituted, from time to time, in the Community Association, and the assessment for and collection of funds to fulfill its objectives.

#### <u>ARTICLE III - PROPERTY SUBJECT HERETO</u>

The property subject to the provisions hereof shall consist of Scenic View Estates, as it is now constituted, as described in item A of the Background section of this Community Declaration, every Lot in Scenic View Estates, and such portions of the Additional Property as may be subjected to the provisions hereof either by reason of an amendment hereto, a requirement set forth on a subdivision plat or a declaration of condominium or amendment thereto, an instrument of transfer or conveyance, or a transfer by operation of law. Declarant

shall have the right and power, but neither the duty nor the obligation, in its sole and unfettered discretion, and by its sole act, to subject all or any part of the Additional Property to the provisions hereof at any time and from time to time by executing and recording with the Recorder of Licking County, Ohio, an amendment to this Declaration specifying that such Additional Property is part of Scenic View Estates. Such an amendment made by Declarant shall not require the joinder or signature of the Community Association, other Owners, mortgagees, or any other Person. In addition, such amendments to this Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions as may be necessary or appropriate, as determined by Declarant, to reflect and address the different character or intended development of any such Additional Property.

#### ARTICLE IV - THE COMMUNITY ASSOCIATION

- A. The purposes of the Community Association are to:
- 1. have easements with respect to, or own, and repair, maintain and regulate use of, various facilities and amenities in Scenic View Estates that benefit all of Scenic View Estates and its Owners and Occupants, eventually including, without limiting the generality of the foregoing, storm water detention areas, passive green space, pocket parks, cul-de-sac islands, central strips in boulevards, landscaped buffer strips, Scenic View Estates entryway Improvements, and such other Improvements and amenities as serve all of Scenic View Estates, as set forth herein, and as hereafter initially determined by Declarant, and after the Turnover Date, by the Community Association's Board;
- 2. administer and enforce the provisions of the Governing Documents of the Community Association;
- 3. enter into and perform agreements with vendors or other third parties for maintenance and management service; and
  - 4. assess, collect and disburse funds necessary to fulfill these purposes.
- B. <u>Continued Existence</u>. The Community Association shall have perpetual existence, unless no less than 80% of the Owners vote to terminate the existence of the Community Association after the first thirty (30) years of its existence.
- C. Membership. The Community Association is an association of all Owners of Parcels in Scenic View Estates, except owners of Common Property and Exempt Property. Its sole member presently is Declarant. As Scenic View Estates is being and will be subdivided into Parcels, the Owner or Owners thereof, from time to time, (except owners of Common Property and Exempt Property, if any), shall, upon the subjection thereof to the provisions hereof, automatically become and be Members during such time as they are Owners with respect to those Parcels. Those Parcels shall be held, sold and conveyed subject to the requirement that the Owners thereof be Members during the time they are Owners, regardless of whether or not such requirement is set forth on a subdivision plat, declaration of condominium, or amendment thereto, or instrument of transfer or conveyance, or the

transfer is by operation of law, or amendment hereto, or otherwise. Membership is and shall be appurtenant to and inseparable from status as an Owner, and automatically arises at the time the fee simple interest in a Parcel subject hereto is transferred of record, or by law, or in the case of a recorded land installment contract, at the time the same is recorded. Voting rights of Members are set forth in the Code of Regulations. Each Member shall be accorded one (1) vote per Parcel owned.

- D. <u>Membership Fees</u>. Each time that there is a transfer of a Parcel subject hereto, (other than Common Property or Exempt Property) to a bona fide purchaser, that Parcel and its purchasers or purchasers shall be assessed and there shall immediately become due and payable to the Community Association upon the conveyance a membership fee for membership in the Community Association in the amount of One Hundred Dollars (\$100.00). This membership fee shall constitute an Individual Parcel Assessment, as provided herein, and shall be utilized by the Community Association in furtherance of its purposes, is not in lieu of any other Assessments, and is not transferable where a Parcel is transferred. Further membership dues to the Community Association shall become due and owing effective the date of transfer of that Parcel.
- E. <u>Powers: Authority: Duties</u>. The Community Association shall have all the rights, powers, and duties established, invested, or imposed on it pursuant to the provisions of the Governing Documents, and the laws of the State of Ohio applicable with respect to Ohio non-profit corporations. Among other things, the Community Association, through its Board, shall have the power to own and/or hold easements with respect to and maintain, Common Property, enforce and administer the restrictions and covenants applicable to all or any part of Scenic View Estates, levy and collect assessments, collect and maintain reserves for replacements and anticipated expenditures, enter into contracts, and take such other actions as its Board deems appropriate to its purposes. The Community Association shall not have the power or authority to expend or agree to expend in any calendar year an amount in excess of fifty dollars (\$50.00) times the number of Parcels then subject to Operating Assessments for <u>new</u> capital improvements not replacing existing improvements without the approval of Members exercising a majority of the voting power of Members.
- F. <u>Declarant's Role.</u> The Declarant shall maintain control over the Community Association until such time as the last Lot is sold by the Declarant. The Declarant shall provide the initial funding for the Community Association, and to cover any shortfalls during the lot sale period.
- G. Architectural Review Committee. An architectural review committee (ARC) will be formed to maintain standards and shall have thirty (30) days to approved Lot owner's or a builder's proposed plans. All proposed plans and specifications are to be completed to a degree by an architect to be satisfactory to the ARC prior to submission to the ARC. Lot owners may not commence construction of any structure prior to receiving zoning clearance and a building permit for any improvement. Further, all proposed remodeling and alterations to existing residences must also be approved by the ARC. The ARC shall