



CITY OF PATASKALA PLANNING AND ZONING COMMISSION

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

STAFF REPORT

REVISED

May 6, 2020

Preliminary Plan Amendment Application ZON-19-003

Applicants:	Grand Communities, LLC.
Owner:	Columbus Metro Equities
Location:	Unimproved property at 6031 Summit Rd SW
Acreage:	84.18 acres
Zoning:	R-87 – Medium-Low Density Residential
Request:	Requesting approval of an amendment of a Preliminary Plan for the 183-lot Planned Development District “Sage Pointe” pursuant to Section 1113.14 of the Pataskala Code.

Description of the Request:

The applicant is seeking approval of an amendment to a Preliminary Development Plan for the proposed Planned Residential Development “Sage Pointe”, a 183-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 approved 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 183-lot Planned Residential Development. Below is a general summary of the proposal:

Items in **RED** have changed from previous plan considered by Planning and Zoning Commission on November 6, 2019.

Site Statistics:

- Number of Home Sites: 183
- Total Acreage: 84.18
- Acreage in Residential Lots: **31.75** (Down from 31.97)
- Open Space: **38.33** (Up from 29.60)
- Density: 2.17
- No longer dedicating 10 acres to Licking Heights Schools

Minimum Lot Sizes

- **Minimum Cul-de-sac lot size: 58'x105'**
- **Typical Standard Lot Size: 58'x120' (Up from 52x120)**
- **Minimum Lot Size (Lots 150-156): 57'x120'**

Setbacks

- Front: 25-feet minimum
- Side: 8-feet minimum, 16' total
- Rear: 20-feet minimum

Access

- One boulevard-style entrance on Sage Point Avenue from Summit Road SW opposite Windward Drive. Boulevard to run from Summit Road SW to intersection of Lemon Grass and Saffron Cove courts. 14-foot wide median at the entrance off Summit Road SW with 14-feet of pavement on either side. Median terminates into a two-way road with pavement width of 33-feet.
- Emergency access onto Cleveland Road SW is not a full access (Burdock Drive). 50-foot right-of-way with 28-feet of pavement.
- Removed stub streets.

Signage

- In the memo to Staff, Applicant stated they have revised entry signage to monument style. Concept signage provided that meets code, however, it is labeled "concept" at this time. Possible modification added to have Applicant comply with Section 1295.09(b)(8) of the Pataskala Code when a permanent sign design is provided and installed.

Landscaping

- **Street Trees revised for 30-foot spacing (down from 50-foot), with 6 varieties of tree species (down from 7).**
- **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. All lots have been moved out of the Tree Preservation Zone.**
- **80 trees being removed, 228 replacements required, 228 provided. 183 of these replacements being provided as one front yard tree per lot.**
- **Moved 6 to 7-foot high mounding between detention basins and home sites to west side along Summit Road SW.**

- 6-foot wide asphalt paths into reserves, with a proposed “Tot Lot” 36’x40’.

Staff Review: *The following summary does not constitute recommendations but merely conclusions and suggestions from staff. Staff Reviews from previous hearings included for reference.*

November 6, 2019 PZC Hearing:

Planning and Zoning Staff

The Application was tabled at the March 6, 2019 and September 4, 2019 PZC hearings. The Applicant has submitted a revised application for the November 6, 2019 PZC Hearing. Planning and Zoning Staff has the following comments:

Following the September 4, 2019 PZC Hearing, the Applicant submitted revised plans with several significant changes in the layout. A summary of those is provided below:

- “Eyebrow” streets have been removed. Woodruff Drive removed, along with stub street to the north.
 - Saffron Cover Court and Lemon Grass Court have been extended and exceed the maximum Cul-de-sac length permitted by Section 1117.10. A divergence has been requested to allow this.
- Most lots have been adjusted (excepting lots 8-13 and 169-174) to move them off the “Tree Preservation Zones” which have been placed in reserves. Adequate language for Tree Preservation Zones has been provided.
- Total homesites has been reduced to 183 from 211, and density is down to 2.17 du/ac from 2.51 du/ac. This is now in compliance with Section 1255.10(a)(1) that states tracts of land shall have the same applicable gross density of dwellings per acre, as prescribed by the base zoning classification.
- Side yard minimum setbacks have been increased to 8-feet, up from 5-feet. This will give a minimum distance between structures of 16-feet, which is in compliance with Section 1255.10(g)(2).

The Applicant has requested the following divergences:

1. Section 1117.10(Table 1): To allow for two (2) Cul-de-sacs to extend past the 500-feet maximum distance. Saffron Cove Court at approx. 725-feet, and Lemon Grass Court as approx. 650-feet.
2. Section 1255.10(b)(1): To allow for more than 10% of the common open space to be used by stormwater facilities. Applicant is proposing to use 4.17-acres as for stormwater facilities out of a total 29.6-acres of open space, or 14.09%.
3. Section 1283.05(A): To allow for street trees to be planted at 50-foot intervals, as opposed to the 30-foot intervals required by code.
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.

With the revised layout, no additional divergences will be required other than what has been requested by the Applicant.

Staff has two additional comments:

1. The development text lists the minimum floor area for homes without a basement as 1,400 s.f. whereas Pataskala Code requires 1,450 s.f.. Need clarification on whether the applicant intends to meet the 1,450 s.f. dwelling area minimum, which would require the development text to be revised to reflect this, or if the Applicant would like to request a divergence to allow for a minimum floor area of a home without a basement to be 1,400 s.f..
2. Lots 8-13 and 169-174 were not adjusted to have the rear tree lines placed in reserve, and now there is no Tree Protection Zone within these lots. These trees are identified in the landscaping plan to be left in place, however there is no language within the plans to preserve/protect these trees or account for replacement if need be.

City Engineer

No additional engineering comments on this application. The comments sent August 25th (For September 4, 2019 PZC hearing) would still apply. Full comments attached.

West Licking Joint Fire District

Emergency apparatus access road shall be installed at the same time Phase 4 starts. Full comments attached.

May 6, 2020 PZC Hearing:

The Application was recommended for denial by the Planning and Zoning Commission at the November 6, 2019. Follow PZC's recommendation, the application was forwarded to City Council, and it was tabled. The Applicant has chosen to revise their plans and has submitted this application for the May 6, 2020 PZC Hearing. Following a recommendation by the Commission, the Application will return to City Council.

Attached to this staff report is the list of Staff comments generated for the original submittal. Comments which have been resolved are ~~struck through~~, remaining comments are un-struck, and additional Staff comments in **red**. All original comments have been addressed; Staff only has one additional comment:

In the memo to Staff, the Applicant stated that the entry signage has been revised from a hanging style sign to a monument style sign. No details were found in the plans. Possible modification added to have Applicant comply with Section 1295.09(b)(8) "Permanent Subdivision Identification Signs".

Below is a summary of changes from the plan that was recommended for denial at the November 6, 2019 Hearing:

- Moved landscape mounding from east side of retention basins to west side bordering Summit Road SW, divergence no longer required.
- Revised street tree spacing from 50' to 30', divergence no longer required.
- Enlarged stormwater management facilities to account for previous inaccuracies and design calculations done by previous development to assist in alleviating current drainage issues.
- Eliminated the two (2) eyebrow streets, now full cul-de-sacs. Divergence no longer required.
- Increase cul-de-sac radii to 48' minimum as required by West Licking Fire Department.
- Removed stub streets.
- All lots off the 25-foot tree protection zone, language provided.

- Removed 10-acre dedication to Licking Heights Schools, emergency access now a full access onto Cleveland Road SW.
- Increased common open space 45.43%.
- 173 of 183 lots now abut common open space.
- Added Residential Architecture Standards.

Public Service Director

1. Appears developer has addressed all previous comments satisfactorily, any other details can be worked out in engineering design and review process.
2. Donated roadway improvement funds shall be applicable to the area of influence as indicated in the approved Traffic Impact Study.

City Engineer

1. All other details to will be reviewed in construction plans process.

West Licking Joint Fire District

1. Is the timeline for the start of Phase 3 known?
2. Should the subdivision not end up finished past Phase 2, then the developer shall be required to install an emergency access road either off Cleveland Road SW or Summit Road SW.

Citizen Comments

Staff received one (1) letter from Destiny Coleman, 6335 Summit Road SW, which is attached to this Staff Report.

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 – No comments

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 Joint Fire District.
2. Any subdivision identification signs shall comply with Section 1295.09(b)(8) of the Pataskala Code.

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. ("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

May 6, 2020

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.
 - i. All lots have been moved out of 25’ Tree Preservation Zone, language provided for area to remain in natural, undisturbed state excepting dead/diseased trees.
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.
 - i. Side yard setback increased to 8-foot minimum, 16-feet total. Compliant with 1255.10(g)(2).
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.
 - i. Applicant has revised plans to meet Section 1255.10(a)(1).
8. ~~All Divergences must be listed in the development text and on the Preliminary Plan itself.~~

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.

(a) Applicant has removed 10 acre dedication.

- 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.
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. Type: 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.
 - 1. School sub-area removed. Perimeter setback excluded from open space calculation per code, open space is now at 45.53%
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 "b" is from Section 1255.10(b)(1).
 - b. Divergence "c" is from Section 1283.05(A).
 - c. Divergence "d" is from Section 1283.07(C).
 - d. Divergence "e" is from Section 1295.09(b)(8).
 - i. Applicant is no longer requesting any divergences.

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.~~
 - c. ~~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.~~

1. Applicant stated in Memo to Staff detailing changes that the entry signage has been revised, however no details on signage were found in the plans.
 - 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: [Alan Haines](#)
To: [Jack Kuntzman](#); [Scott Haines](#)
Cc: [Scott Fulton](#); [Jim Roberts](#)
Subject: RE: PZC - 4-1-20 Review Memo
Date: Wednesday, March 25, 2020 9:16:57 AM

Jack,

Good morning. Scott and I talked, and as this is the connection to Cleveland Road, I am comfortable with Burdock Road not being a collector, as this will be considered a secondary access. 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: Jack Kuntzman <jkuntzman@ci.pataskala.oh.us>
Sent: Wednesday, March 25, 2020 8:55 AM
To: Scott Haines <shaines@hullinc.com>; Alan Haines <ahaines@ci.pataskala.oh.us>
Cc: Scott Fulton <sfulton@ci.pataskala.oh.us>; Jim Roberts <jroberts@hullinc.com>
Subject: RE: PZC - 4-1-20 Review Memo

Received, Thank you Scott.

We'll put these in the staff report. Alan, thoughts on Scott's first comment?

Thanks,

JACK R. KUNTZMAN
City Planner
City of Pataskala
621 West Broad Street, Suite 2-A
Pataskala, Ohio 43062
Phone: 740-964-1316

From: Scott Haines <shaines@hullinc.com>
Sent: Tuesday, March 24, 2020 9:09 PM

To: Jack Kuntzman <jkuntzman@ci.pataskala.oh.us>; Alan Haines <ahaines@ci.pataskala.oh.us>
Cc: Scott Fulton <sfulton@ci.pataskala.oh.us>; Jim Roberts <jroberts@hullinc.com>
Subject: RE: PZC - 4-1-20 Review Memo

Jack

I have the following comments regarding the subject PZC Meeting:

1. ZON-19-003
 - a. Should the City consider if Burdock Drive needs to be a Collector Street? I will refer to Alan for the final recommendation.
 - b. All other details will be reviewed in the engineering design

Let me know if you have any questions.

Thanks

Scott R. Haines, P.E., CPESC

Senior Project Manager

HULL | Newark, Ohio

Environment / Energy / Infrastructure

d: 740-224-0839 | o: 740-344-5451 | f: 614-973-9070

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

From: Jack Kuntzman <jkuntzman@ci.pataskala.oh.us>
Sent: Tuesday, March 24, 2020 10:31 AM
To: Alan Haines <ahaines@ci.pataskala.oh.us>
Cc: Scott Haines <shaines@hullinc.com>; Scott Fulton <sfulton@ci.pataskala.oh.us>; Jim Roberts <jroberts@hullinc.com>
Subject: RE: PZC - 4-1-20 Review Memo

Received and understood, Thank you Alan.

JACK R. KUNTZMAN

City Planner

City of Pataskala

621 West Broad Street, Suite 2-A

Pataskala, Ohio 43062

Phone: 740-964-1316

From: Alan Haines <ahaines@ci.pataskala.oh.us>
Sent: Tuesday, March 24, 2020 10:27 AM
To: Jack Kuntzman <jkuntzman@ci.pataskala.oh.us>

Cc: Scott Haines <shaines@hullinc.com>; Scott Fulton <sfulton@ci.pataskala.oh.us>; Jim Roberts <jroberts@hullinc.com>

Subject: RE: PZC - 4-1-20 Review Memo

Jack,

Regarding this application, I had forgotten that I do have one comment:

The impact fees that are being submitted for the project need to be available not only for the intersection of Summit Road and Cleveland Road, but also for Summit Road and Havens Corners Road. This is in accordance with the area of influence for the project, and as described in the Traffic Impact Study.

My apologies for my oversight. 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
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Fax: 740-927-0228

From: Alan Haines

Sent: Wednesday, March 18, 2020 12:52 PM

To: Jack Kuntzman <jkuntzman@ci.pataskala.oh.us>

Cc: Scott Haines <shaines@hullinc.com>; Scott Fulton <sfulton@ci.pataskala.oh.us>; Jim Roberts <jroberts@hullinc.com>

Subject: PZC - 4-1-20 Review Memo

Jack,

I have the following comments regarding the subject PZC Meeting:

1. ZON-19-003
 - a. It appears that the developer has addressed all previous comments satisfactorily, and any other details can be worked out in the engineering design and review process.

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
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Fax: 740-927-0228

From: [Alan Haines](#)
To: [Jack Kuntzman](#)
Cc: [Scott Haines](#); [Scott Fulton](#); [Jim Roberts](#)
Subject: PZC - 4-1-20 Review Memo
Date: Wednesday, March 18, 2020 12:51:44 PM

Jack,

I have the following comments regarding the subject PZC Meeting:

1. ZON-19-003
 - a. It appears that the developer has addressed all previous comments satisfactorily, and any other details can be worked out in the engineering design and review process.
 - b. Note also, that donated roadway improvement funds shall be applicable to the area of influence as indicated in the approved Traffic Impact Study.

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

From: [Alan Haines](#)
To: [Jack Kuntzman](#)
Cc: [Scott Haines](#); [Scott Fulton](#); [Jim Roberts](#)
Subject: RE: PZC - 4-1-20 Review Memo
Date: Tuesday, March 24, 2020 10:27:25 AM

Jack,

Regarding this application, I had forgotten that I do have one comment:

The impact fees that are being submitted for the project need to be available not only for the intersection of Summit Road and Cleveland Road, but also for Summit Road and Havens Corners Road. This is in accordance with the area of influence for the project, and as described in the Traffic Impact Study.

My apologies for my oversight. 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: Alan Haines
Sent: Wednesday, March 18, 2020 12:52 PM
To: Jack Kuntzman <jkuntzman@ci.pataskala.oh.us>
Cc: Scott Haines <shaines@hullinc.com>; Scott Fulton <sfulton@ci.pataskala.oh.us>; Jim Roberts <jroberts@hullinc.com>
Subject: PZC - 4-1-20 Review Memo

Jack,

I have the following comments regarding the subject PZC Meeting:

1. ZON-19-003
 - a. It appears that the developer has addressed all previous comments satisfactorily, and any other details can be worked out in the engineering design and review process.

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



WEST LICKING JOINT FIRE DISTRICT

www.westlickingfire.org

District Headquarters

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

March 19, 2020

Subject: Plan review for Sage Point

Jack,

The West Licking Fire District has additional comments after reviewing the revised plans for Sage Point.

- 1) If possible, what will be the time line for the start of phase 3?
- 2) If the subdivision doesn't end up finishing up all of the phases past phase 2, then the developer shall be required to install an emergency apparatus access road either off Cleveland Rd. or Summit Rd.

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

Thank you,

Doug White
Fire Marshal

City of Pataskala

621 West Broad Street, Suite 2B

Pataskala, OH 43062

Rezoning Application ZON-19-003 Letter

Destiny Coleman

6335 Summit Road SW.

Pataskala, OH 43062

A letter from Destiny Coleman to The City of Pataskala Planning and Zoning Department in response to the Rezoning Application ZON-19-003: Grand Communities, LLC also known as “Sage Point” (proposed property) located at 6031 Summit Rd. SW.

As a 15-year resident of Pataskala, Licking Heights alumna, and concerned citizen, I ask that you **DO NOT APPROVE** Grand Communities, LLC application for approval of the revised Preliminary Plan for “Sage Point” for the following reasons:

1. Traffic

- A. Summit Road is a two-lane, narrow road. Every day the road is filled with traffic in the morning and afternoon between the proposed property and Broad Street as well as from the proposed property to both Havens Corners Road and Cable Road. The following testimony reflects information about the new Licking Heights High School only 1.5 miles away from the proposed property. The testimony below directly correlates to the current traffic nearby residents face each day. Adding the proposed property (Sage Point) of 183 homes would make traffic exponentially worse.
 - i. On July 12, 2018, Jobes Henderson & Associates (JHA) – A Hull Company – submitted a Traffic Impact Study to the City of Pataskala for the new Licking Heights High School (property currently being built at 4101 Summit Rd.) stating the following “Factors for City of Pataskala Consideration.”
 - It should be noted that the location where the city (Pataskala) and school district (Licking Heights) get the most complaints about traffic currently (with the operation of the current high school) is the intersection of Summit Road and Havens Corner Road. This area is not addressed by the study and will only get worse with the additional traffic generated by the proposed project. The school district will need to take an active role in addressing the future traffic concerns that are inevitable for this intersection with the project.
 - ii. On September 11, 2018, BJ King, Pataskala City Administrator, stated the following during a City of Pataskala Board of Zoning and Appeals Meeting regarding the building of the new Licking Heights High School.
 - Mr. King stated the Licking Heights Community that voted for the levy to build the school. Mr. King further noted there is still the same number of students that will be going to school; the traffic is going to be there

regardless. Mr. King mentioned meetings amongst the City Engineer, Public Service Director, Planning and Zoning Director and Licking Heights. Mr. King indicated there was only one study done, a Traffic Impact Study that mentions current intersections with problems but doesn't mention widening of roads. Mr. King indicated access to the school building, which the school is willing to do. Mr. King noted Carrington Ridge and Page | 4 Broadmoore Commons regarding improvements of their developments. Mr. King indicated that whether a yes vote or no vote, there is still the same number of children that need to go to school within the Licking Heights School District; either more modulars and traffic or a new school and traffic.

- iii. On September 25, 2018, 10 TV stated the following about the new Licking Heights High School.
 - "In order to go forward with the building process, LHLS (Licking Heights Local School District) needed approval from the Board of Zoning Appeals to change the land use from agricultural to school use. "We presented our case, really kind of expected that it wouldn't be an issue," said Dr. Wagner (LHLS Superintendent). But, the request was denied. According to paperwork sent to Dr. Wagner by the Board of Zoning Appeals clerk, the board found the request would be hazardous to existing or future neighborhood uses, would be detrimental to the economic welfare of the community and would create an interference with traffic patterns in the area. "The city is going through growing pains in all aspects, not just schools," said Tim Hickin, president of Pataskala City Council."
- iv. On October 9, 2019, The Columbus Dispatch stated the following information regarding the City of Pataskala.
 - "The Pataskala City Council this week approved a six-month ban on new residential development in the Licking County city. While several communities have opposed specific development projects, city officials and the head of a central Ohio building group believe Pataskala is the only one to have banned development. Citing the need to update its comprehensive plan and study "impact fees" for developers, the council approved the six-month moratorium on new development plans. Plans already submitted or underway would not be affected. "We're experiencing tremendous residential growth pressure right now, similar to what other communities are facing," said City Administrator BJ King. "We realize the rate of our infrastructure, especially our roads, can't keep pace with the pace of development. Although we're a 30-square-mile community, we're a community of two-lane roads. "We decided it was time to hit the pause button so we can create an environment where we are able to accommodate the growth pressure." There are 1,069 homes in the pipeline right now in Pataskala, ranging from subdivisions submitted for approval to homes under construction. At an

average household size of 2.5 residents, the homes will add 2,705 residents to the city, or an 18% population bump. King said Pataskala isn't opposed to development but is concerned about the city's roads being able to handle more residents. "This isn't anti-growth," he said. "We appreciate that people want to develop here. We just want to make sure we got it right. ... Nobody is under the impression that residential growth won't happen." King and Councilman Todd Barstow said the moratorium gives Pataskala time to update its comprehensive master plan, adopt design and development standards, and study — and perhaps adopt — impact fees on developments, which could fund improvements to infrastructure like roads and sewer systems."

2. Population and Overcrowding in the Licking Heights Local School District

- A. Adding the proposed property (Sage Point) would overcrowd our already overpopulated school district. With a potential 300-500 additional students from the proposed property, this would put our school buildings over capacity even with the addition of the new Licking Heights High School. Currently all the LHLSD buildings, K – 12, are at or have exceeded building capacity.
 - i. On January 18, 2017, The Newark Advocate stated the following about a nearby development, Broadmoore Commons that would be located within the LHLSD.
 - "The Pataskala Planning and Zoning Commission recently approved a final development plan for the first phase of the subdivision, Broadmoore Commons. That means work crews could begin breaking ground in the coming months. Licking Heights Superintendent Philip Wagner met with city officials in the lead up to the approval of the final development plan for the first phase. His message: "Don't overburden the already overcrowded school district. My preference would be there are no new homes built because we are so overcrowded at the high school," Wagner said."
 - ii. On September 25, 2018, 10 TV stated the following regarding the new Licking Heights High School.
 - "Licking Heights School District is one of the fastest growing districts in the state. On average, the district gets about 150 new students a year. In 2014, district officials set out to build a new high school, as the building is already dealing with issues of overcrowding. But, a hiccup in the process could stall the process altogether. "The current high school is built for 900 students," said Dr. Philip Wagner, superintendent for the Licking Heights Local School District. "We have 12 trailers that sit outside the building. Our enrollment of over 1200."
 - iii. In 2018, A PTO spokesperson for LHLSD stated that "by the time the new Licking Heights High School is built, the high school will already be at building capacity. The current building capacity is 1500."

3. Flooding

A. The proposed property (Sage Point) floods multiple times a year due to rainfall. Below I have included photos of the proposed property taken on March 20, 2020. The proposed properties flooding issue is a true testament to the issues with the Pataskala sewer system which has not been updated.

- Exhibit 1 – View of proposed property (Sage Point) from my backyard facing North on Summit Rd. SW.



- Exhibit 2 – Proposed property – View from Summit Rd. SW. with flooding onto property next door.



- Exhibit 3 – Additional View - Proposed property – View from Summit Rd. SW.



- Exhibit 4 – Additional View - Proposed property – View from Summit Rd. SW.



- Exhibit 5 – Additional View - Proposed property – View from Summit Rd. SW.



- Exhibit 6 – Additional View - Proposed property – View from Summit Rd. SW.





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:

2019-003

Fee:

\$2000

Filing Date:

2-8-19

Hearing Date:

4-1-20

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:

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

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

- a) Statement of proposed use of all lots, giving types number of dwelling units and any type of business or industry.
- b) Location and approximate dimensions of all existing buildings.
- c) For commercial and industrial development, the location, dimensions, approximate grade of proposed parking and loading areas, alleys, pedestrian walks, streets and the points of vehicular ingress and egress to the development and storm drainage detention of retention facilities.
- d) Description of the proposed covenants and restrictions.
- e) The extension or improvements of, including any oversize requirements to the City Central Water and Wastewater Treatment Systems that may be required by the City, to be constructed by the Subdivider at the Subdivider's expense, and according to all City ordinances. (See Section 1333.14)
- f) Calculations which develop the water and sanitary sewer demand rates for the subdivision.

Deed: Provide a copy of the deed for the property with any deed restrictions. Deeds can be obtained at

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:

A. Wilson
M. Rammer

Date:

2-14-19

Date:

02/06/2019

Managng Partner, Columbus Metro Equities Inc

18-0004-644

March 5, 2020

Mr. Scott Fulton
Director of Planning
City of Pataskala
621 West Broad Street, Suite 2-A
Pataskala, Ohio 43062

RE: Sage Pointe – 84.18 Acres +/-
Summit Road and Cleveland Road
Revised Rezoning Plan Submittal

Dear Mr. Fulton,

With this letter we are submitting a Rezoning Plan for an approximately 84.18-acre parcel, located on the north side of Cleveland Road and on the east side of Summit Road in the City of Pataskala. The parcel is currently zoned Medium-Low Density Residential (R-87). This request is for a rezoning to a Planned Development District (PDD). The Preliminary Plan for this project is being submitted under separate cover.

Included with this submittal are the following items:

- 14 – 6 Rezoning Site Plan
- 14 - 11 Zoning Development Text
- 14 - 2 Copies of Deed
- 14 - 3 Zoning Legal Description and Exhibit
- 14 – 1 Surrounding Property Owners List
- 14 – 1 Rezoning Area Map
- 14 – 1 Summary of Plan Changes
- 1 – 1 CD Containing PDF Format Copies of Above-Listed Items

Should you have any questions or require additional information, please contact me at your convenience.

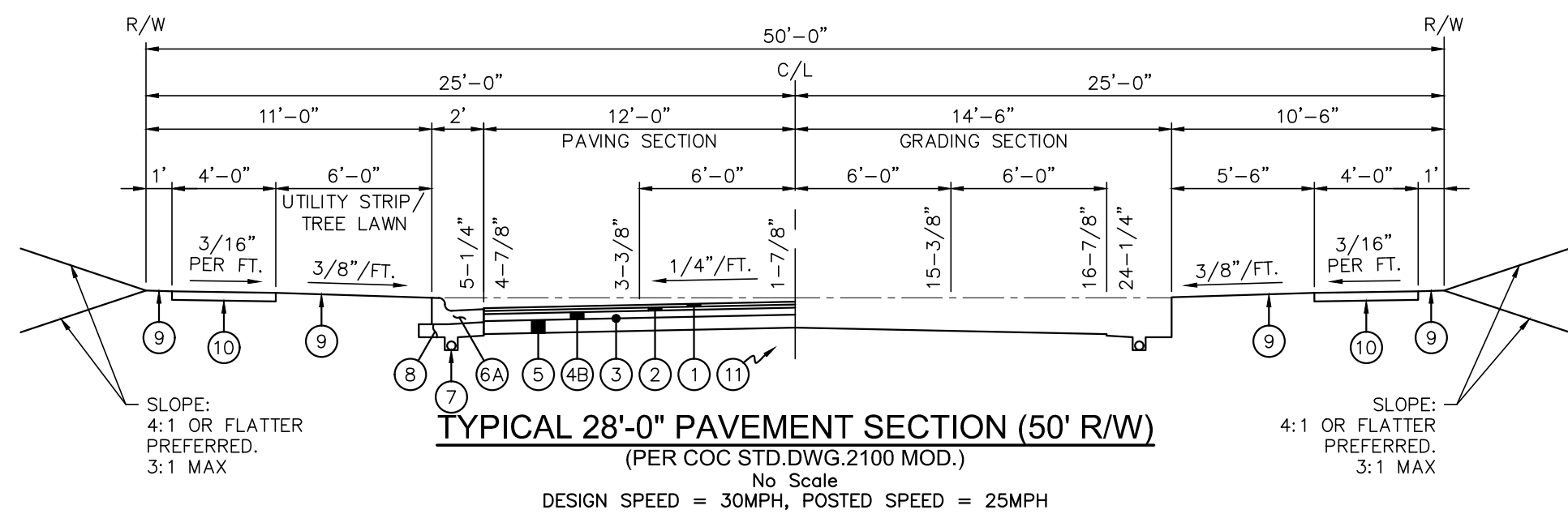
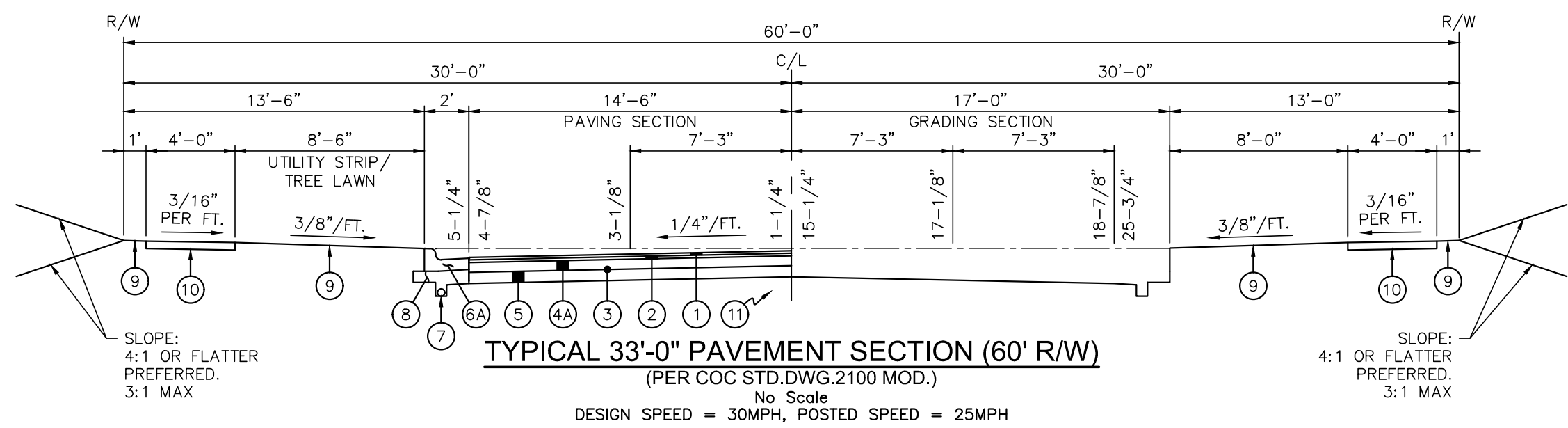
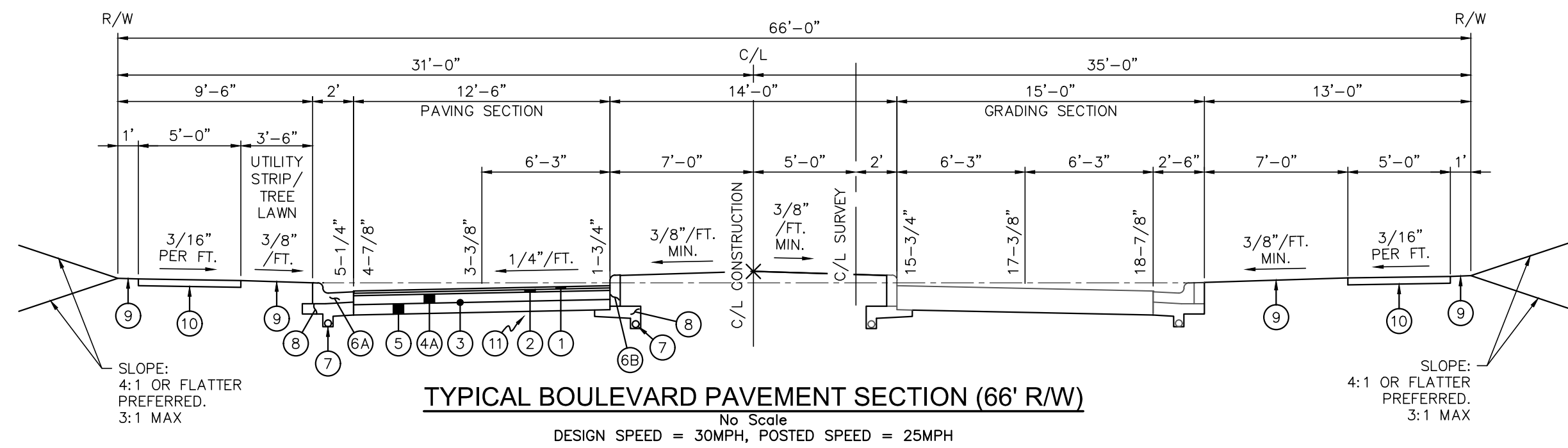
Sincerely,
ADVANCED CIVIL DESIGN



David D. Denniston, PE
Senior Project Manager

Cc: Amanda Webb/Michael Kady, Grand Communities, LLC
Connie Klema

advancedcivildesign.com

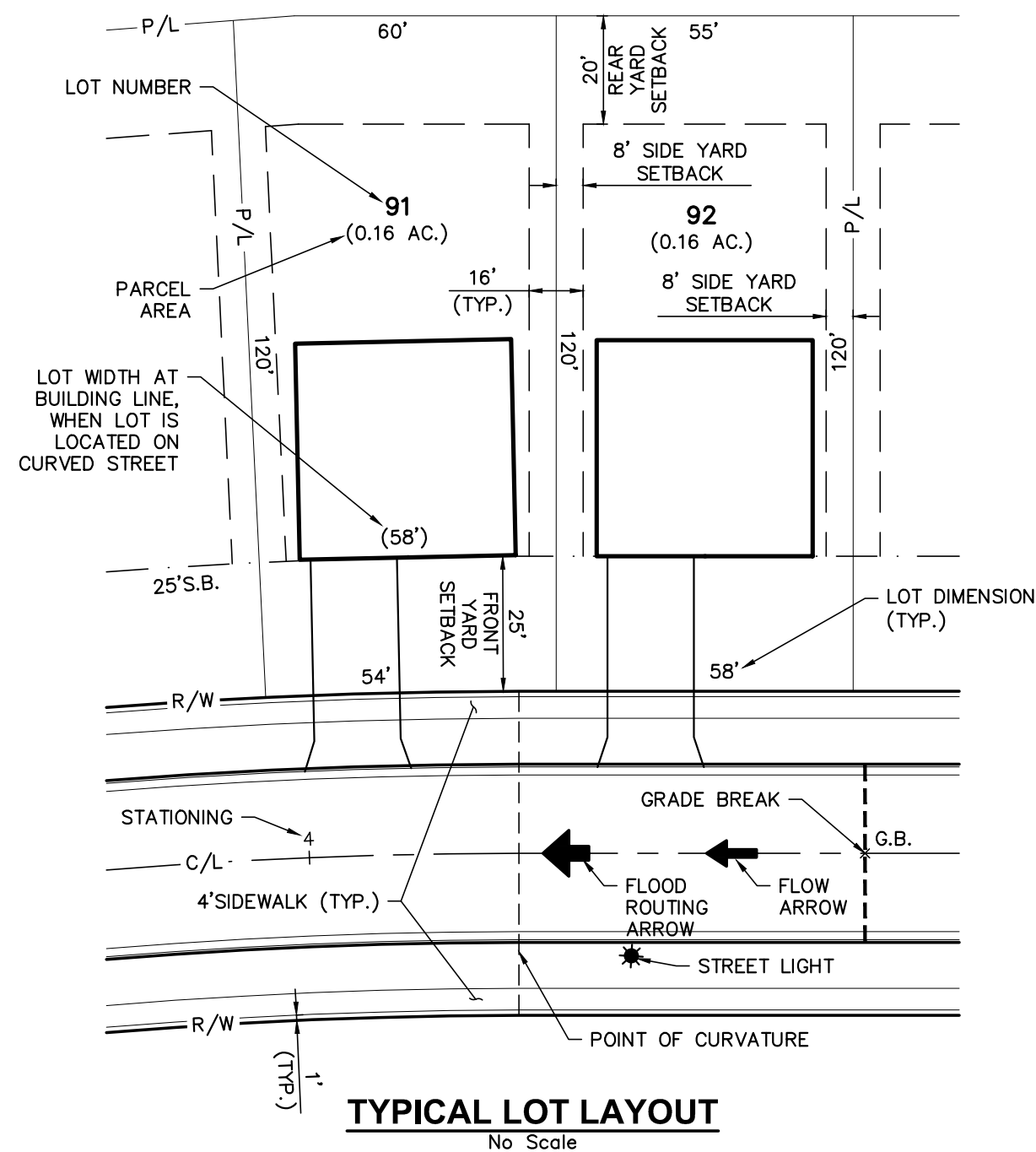


LEGEND:

- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>① 1-1/4" ASPHALT CONCRETE SURFACE COURSE
(MEDIUM TRAFFIC), PG64-22, ITEM 448</p> <p>② 1-3/4" ASPHALT CONCRETE INTERMEDIATE COURSE
(MEDIUM TRAFFIC), PG64-22, ITEM 448</p> <p>③ PRIME COAT, APPLIED AT 0.3 GAL./S.Y., ITEM 408</p> <p>④A 5-1/4" ASPHALT CONCRETE BASE, ITEM 301</p> <p>④B 3-1/4" ASPHALT CONCRETE BASE, ITEM 301</p> <p>⑤ 6" AGGREGATE BASE, ITEM 304</p> <p>⑥A COMBINATION CURB & GUTTER, TYPE STANDARD, PER
COC STD.DWG.2010</p> <p>⑥B STRAIGHT 18" CONCRETE CURB, TYPE STANDARD,
PER COC STD.DWG.2000</p> | <p>⑦ 4" PIPE UNDERDRAIN, ITEM 605</p> <p>⑧ NO.8 OR NO.57 AGGREGATE
(PRICE TO BE INCLUDED IN THE PRICE BID FOR 4"
PIPE UNDERDRAIN.)</p> <p>⑨ SEEDING AND MULCHING, ITEM 659.</p> <p>⑩ STANDARD SIDEWALK (4" THICK) PER COC
STD.DWG.2300</p> <p>⑪ SUBGRADE COMPACTION, ITEM 204</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
- NOTE:**
ALL ITEM NUMBERS REFER TO THE CITY OF
COLUMBUS CMS, CURRENT EDITION.

NOTE:

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



LEGEND

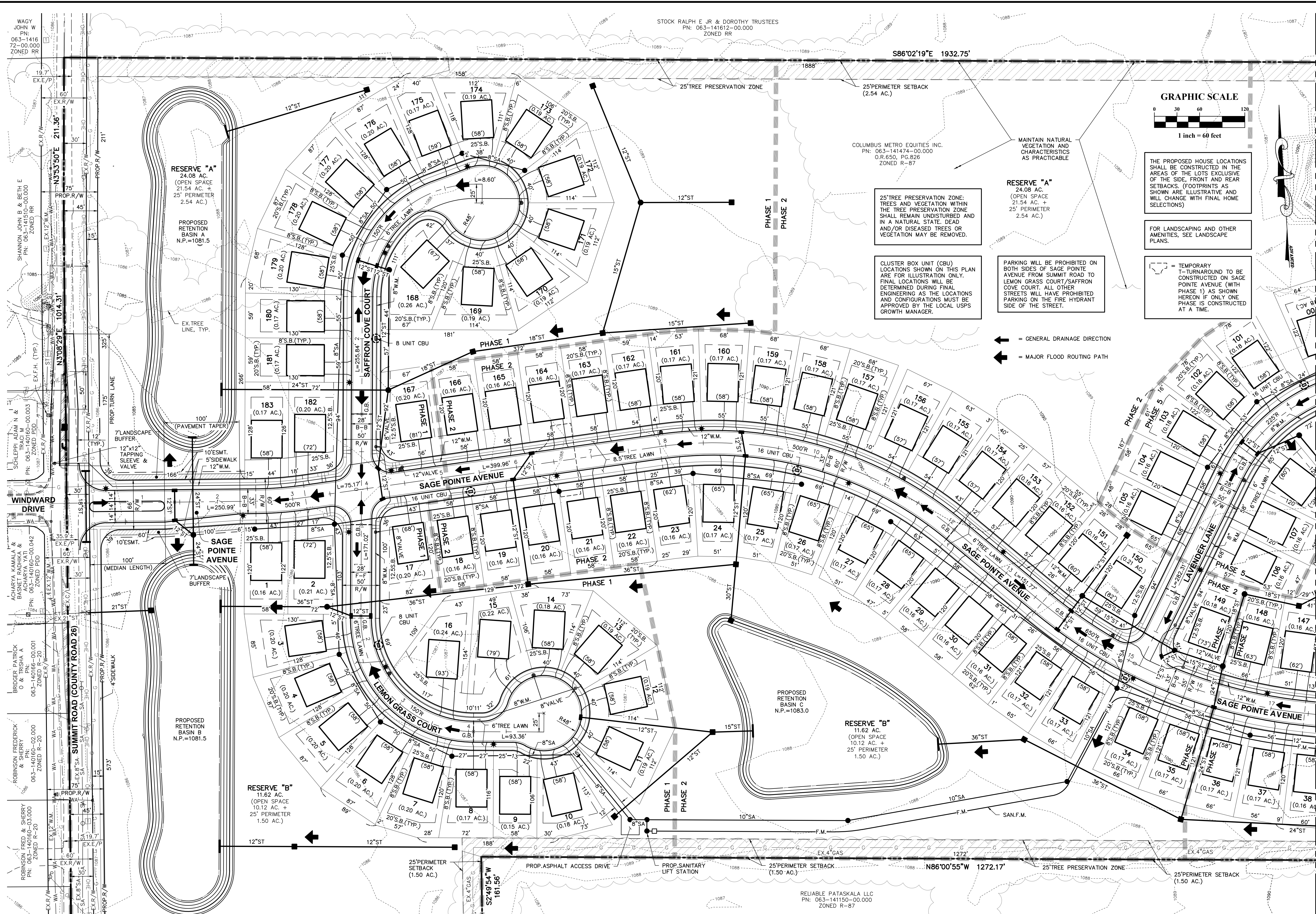
-
- Figure 1: Standard Symbols for Sanitary Sewer, Storm Sewer, and Water Main.
- The figure displays three main diagrams illustrating standard symbols for different types of sewer and water main systems, along with contour lines.
- Top Diagram: Water Main**
- EX. FIRE HYDRANT
 - WA
 - EX. VALVE
 - EX. WATER MAIN
- Middle Diagram: Storm Sewer**
- EX. HEADWALL
 - EX. MANHOLE
 - ST
 - EX. CATCH BASIN
 - EX. CURB INLET
 - EX. STORM SEWER
- Bottom Diagram: Sanitary Sewer**
- EX. MANHOLE
 - SA
 - EX. SANITARY SEWER
- Contour Lines**
- -1015 ----- EX. MAJOR CONTOUR
 - -1016 ----- EX. MINOR CONTOUR
- Proposed Symbols (Bottom Diagram)**
- PROP. FIRE HYDRANT
 - PROP. VALVE
 - PROP. EX-HEADWALL
 - PROP. MANHOLE
 - PROP. CATCH BASIN
 - PROP. CURB INLET
 - PROP. STORM SEWER
 - PROP. SANITARY SEWER

NOTES:

1. ALL RESERVES ARE TO BE OWNED AND MAINTAINED BY THE SAGE POINTE HOMEOWNERS ASSOCIATION.
2. FOR TREE REPLACEMENT AND LANDSCAPE LOCATIONS AND DETAILS, SEE TREE REPLACEMENT AND LANDSCAPE PLANS.
3. WATER AND SANITARY SEWER SERVICE TO BE PROVIDED BY SOUTHWEST LICKING COMMUNITY WATER AND SEWER DISTRICT (SWLCWSD).
4. WATER AND SANITARY SEWER DEMAND RATES FOR SAGE POINTE WILL COMPLY WITH THE CITY OF PATASKALA ENGINEERING STANDARDS FOR SINGLE FAMILY DEVELOPMENTS.
5. SIDEWALKS WILL BE CONSTRUCTED THROUGHOUT THIS SUBDIVISION PER THE CITY STANDARDS. LOCATIONS OF SIDEWALK SHOWN ON THE TYPICAL SECTIONS.
6. BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83 (NSRS2007). SAID BEARINGS WERE DERIVED FROM GPS OBSERVATION.
7. 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.
8. UTILITY EASEMENTS TO BE DEFINED DURING FINAL PLATTING.
9. 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.
10. PARKING WILL BE PROHIBITED ON BOTH SIDES OF SAGE POINTE AVENUE FROM SUMMIT ROAD TO SAFFRON COVE COURT/LEMONGRASS COURT. ALL OTHER STREETS WILL HAVE PROHIBITED PARKING ON THE FIRE HYDRANT SIDE OF THE STREET.

Approved							
Date							
Revision							
No.							
Date: 03/05/2020 Scale: 1" = 60'							
Drawn By: JRS				Checked By: DDD			
Project Number: 18-0004-644							
Drawing Number: <div style="font-size: 2em; font-weight: bold; text-align: center;">2 / 6</div>							

Z:\18-0004-644\DWG\PRODUCTION DRAWINGS\PRE DEVELOPMENT PLAN\Site and Utility Plan.dwg Layout1 Mar 04, 2020 - 2:52:38pm isury



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

No.	Revision	Date	Approved

Date: 03/05/2020
Scale: 1" = 60'

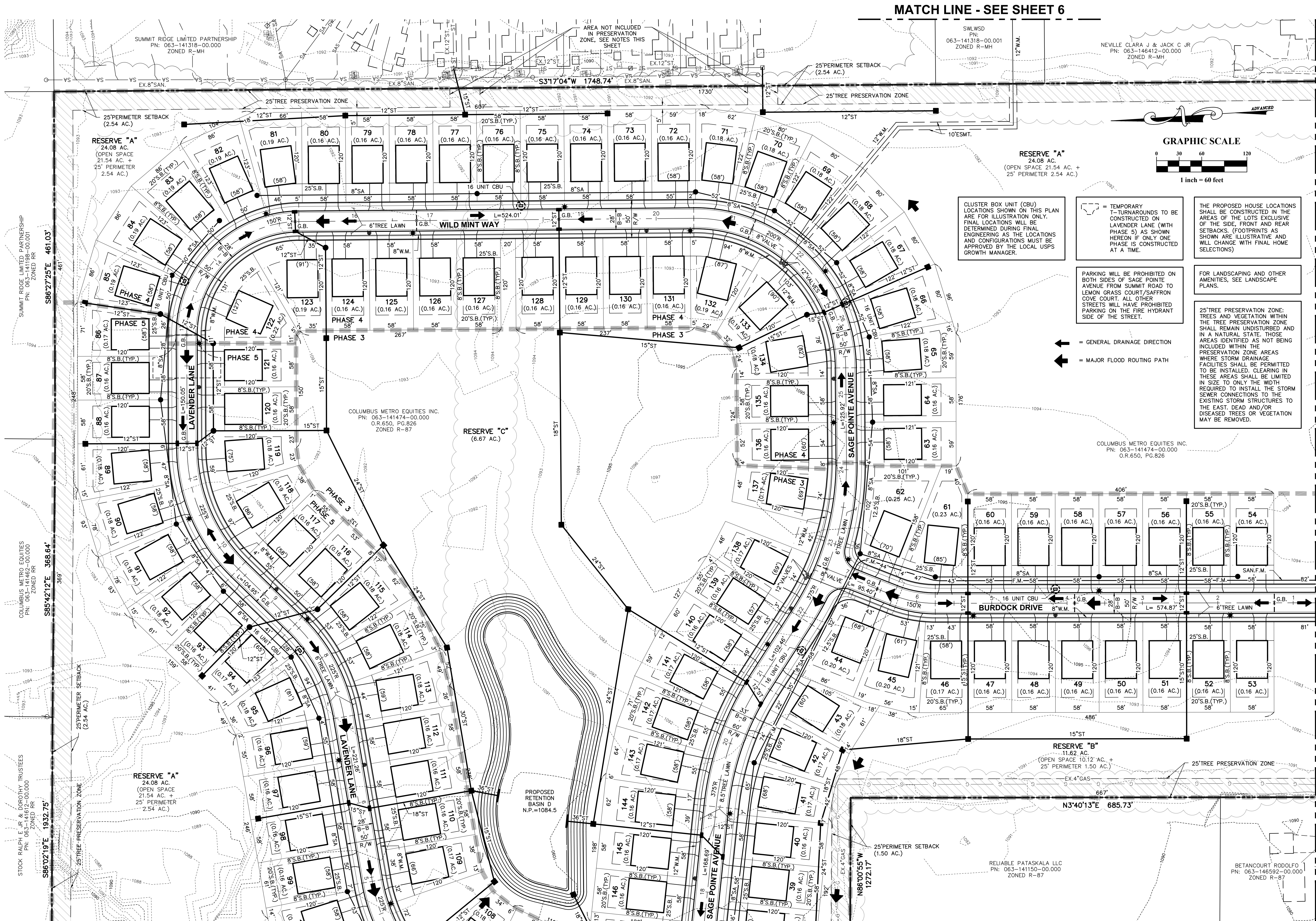
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Checked By: DDD

Project Number:
18-0004-644

Drawing Number:
4 / 6

422 Beecher Road
Columbus, Ohio 43230
ph 614.428.7750
fax 614.428.7755

ADVANCED
CIVIL DESIGN
ENGINEERS & SURVEYORS



MATCH LINE - SEE SHEET 6

PLAN PREPARED FOR:

CITY OF PATASKALA, LUCKING COUNTY, OHIO

REZONING PLAN
FOR
SAGE POINTE

SITE & UTILITY PLAN

PLAN PREPARED BY:

GRAND COMMUNITIES, LLC
3940 OLYMPIC BOULEVARD
ERLANGER, KY 41018

422 Beecher Road
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

ADVANCED
CIVIL DESIGN
ENGINEERS & SURVEYORS

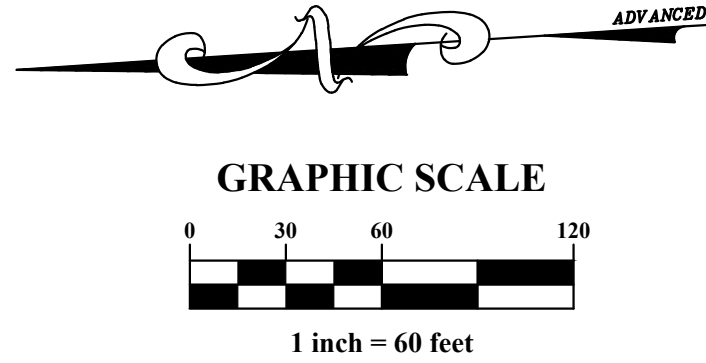
No.	Revision	Date	Approved

Date: 03/05/2020
Scale: 1" = 60'

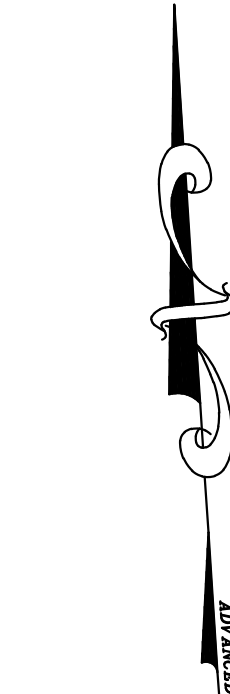
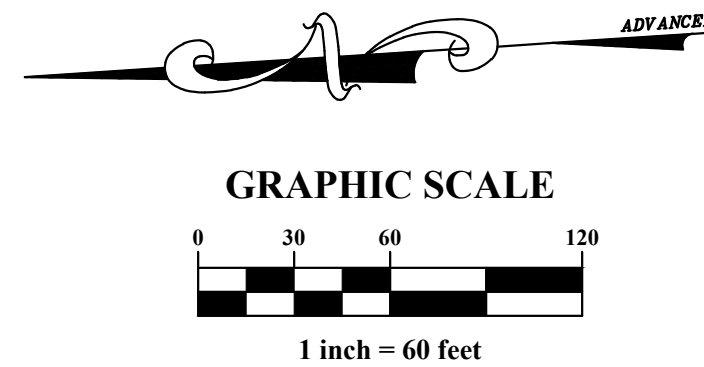
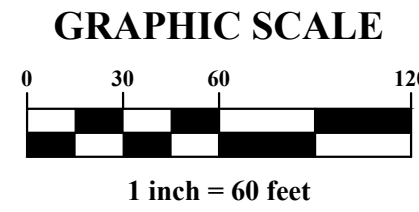
Drawn By: JRS
Checked By: DDD

Project Number:
18-0004-644

Drawing Number:
5 / 6



25'TREE PRESERVATION ZONE:
TREES AND VEGETATION WITHIN
THE TREE PRESERVATION ZONE
SHALL REMAIN UNDISTURBED AND
IN A NATURAL STATE. DEAD
AND/OR DISEASED TREES OR
VEGETATION MAY BE REMOVED.



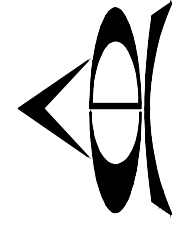
No.	Revision	Date	Approved
Date: 03/05/2020 Scale: 1" = 60'			
Drawn By: JRS		Checked By: DDD	
Project Number: 18-0004-644			
Drawing Number:			

CITY OF PATASKALA, LICKING COUNTY, OHIO

REZONING PLAN FOR SAGE POINTE

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

PLAN PREPARED BY:



ADVANCED
CIVIL DESIGN

422 Beecher Road
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

SITE & UTILITY PLAN

City of Pataskala, Ohio
Project Narrative and Development Standards Text

For:

Sage Pointe

Revised March 6th, 2020

Applicant/Developer:

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, 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. Approximately thirty-eight-and-thirty-three hundredths (38.33) 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 ninety percent (+90%) 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 ($\frac{1}{2}$) 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 narrow lot 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 Sage Pointe design. Preserving existing woodlands and avoiding extensive engineering over large portions of the neighborhood eliminates the need for extensive earthwork/grading and clearing. 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 design also provides a “win-win” for the City by maximizing home values and efficiency of infrastructure.

SAGE POINTE – GENERAL DEVELOPMENT STANDARDS

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

Unless otherwise specified in the submitted drawings or in the following 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 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.

DENSITY AND YIELD

A maximum of one-hundred and eighty-three (183) residential dwelling units will be allowed, with an approximate gross density of two-and-seventeen-hundredths (2.17) dwelling units per acre.

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 one-hundred and eighty-three (183) detached single-family detached dwelling units. Minimum lot standards are as follows:

Minimum Lot Width	Minimum Front Setback	Minimum Building Setback	Minimum Building Separation	Minimum Rear Setback	Minimum Floor Area
57'	25'	8'	16'	20'	1,300 square feet (with basement)
					1,450 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 sixteen feet (16').
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 throughout Sage Pointe:

1. Architectural Diversity:
 - a. The same house model shall not be directly across the street.
 - b. A minimum of two (2) lots separation shall be required between the same house model on the same street and a minimum of one (1) lot separation shall be required between the same house model diagonal from each other within Sage Pointe (see Exhibit A): Sage Pointe Home Mix Guidelines.
2. Four-Sided Architecture:
 - a. Each street or rear elevation shall contain at least three (3) design elements per floor.

- b. Each side elevation shall contain at least two (2) design elements per floor.
- c. Eligible design elements include:
 - i. One (1) door of at least seventeen (17) feet in area.
 - ii. One (1) window of at least six (6) square feet in area.
 - iii. One (1) chimney.
 - iv. An articulated gable vent of at least four (4) square feet in area.
 - v. Porches, decks, balconies, or similar structures.
 - vi. A similar significant, permanent architectural feature consistent with the style of the house and purpose of these Development Standards.
 - vii. Sides of porches, rooflines, water tables, and garage doors are not eligible design elements.

3. Finish Building Materials:

- a. Wood board or shake, brick, stone, cultured stone, fibrous cement siding, stucco, and vinyl-siding are the permitted finish building materials. Vinyl-siding shall be a minimum 0.044" thickness with a low-gloss finish.
- b. When a change in material occurs at corners, the change shall occur at the inside of the corner unless the masonry on the street-facing façade extends at least two feet (2') past the outside corner. If a home has a side gable and a material change occurs on the outside corner, or if two (2) different materials are used on the facades of main and upper floors, rather than extending the materials around the corner, a quoin or minimum five-and-one-quarter inch (5-1/4") wide corner board shall be used along the vertical length of the non-masonry corner.

4. Foundations:

- a. No more than twelve inches (12") of foundation wall is permitted to be exposed above finished grade. If more than twelve inches (12") of foundation walls is exposed, the foundation shall be finished with brick, brick veneer, stone, or cultured stone designed by the manufacturer for installation at- or below-grade.

5. Roofs:

- a. The main architectural roof of a house shall have a minimum roof pitch of 6:12.
- b. Dormers, porches, and other similar secondary features shall have a minimum roof pitch of 4:12.
- c. Eaves and overhangs shall have a minimum width of twelve inches (12") on every

elevation.

- d. Asphalt dimensional shingles, natural or simulated slate, tile, standing seam metal, natural or simulated wood shingles, or shakes at the permitted roof materials.
- e. Roof shingles shall be asphalt dimensional shingles shall be a twenty-five (25) year “true” dimensional shingle; painted shadows are prohibited. Shingles shall have a minimum weight of two hundred forty (240) pounds per one hundred (100) square feet, and be installed according to the manufacturer’s specifications.

6. Chimneys:

- a. All chimneys shall extend full height from the ground and vertically past the eave line.
- b. Cantilevered and shed-type chimneys are prohibited.
- c. Chimneys shall be finished in masonry or stucco, but need not match the background wall in material and/or color.

7. Window Trim, Shutters, and Porches

- a. Trim is required for all windows on every elevation and shall include either a top and bottom finish of soldier course, rowlock, lintel or sill, or a minimum three-and-one-half inch (3½”) board around all sides of the window.
- b. Shutters shall be sized to fully-cover the window and shall be louvered, raised-paneled, flat-paneled, or board-and-batten, and made of painted wood, vinyl, painted synthetic, PVC, or fibrous cement.
- c. Front porches are permitted, but not required, within Sage Pointe. Front porches may encroach up to seven feet (7') into the front building setback.

8. Driveways:

- a. Driveways shall be constructed of concrete, asphalt, or brick pavers; however, a similar construction material may be approved as an alternative as part of a Planned Development District ordinance.
- b. Driveways and curb-cuts shall be located not less than three feet (3') from the side lot line.
- c. All driveway aprons shall be constructed of concrete.
- d. Apron curb cuts for straight curbs and the flare for rolled curbs shall be three feet (3') wider than the driveway material on each side.
- e. The maximum driveway widths at the right-of-way line shall be sixteen feet (16'), not including the apron.
- f. Driveways shall have a maximum grade of ten percent (10%).

9. Garages and Parking:

- a. A minimum two-car attached, front-entry garage is required for all dwelling units. Side-entry garages are not required in Sage Pointe.
- b. Garage doors shall not exceed forty-five percent (45%) of the width of the house frontage. Where more than a standard two-car, front-loaded garage is proposed, the additional garage bay(s) shall be offset, and architecturally-designed to appear separate, from the two-car, front-loaded garage, and shall not exceed fifty percent (50%) of the width of the house frontage.
- c. All homes shall have a sidewalk connecting the driveway or street to the front door of the home.

10. 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 and Cleveland 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. The proposed connection to Cleveland Road shall occur no later than the plat recording of the one hundred and first (101st) lot within Sage Pointe. At the time the one hundred and first (101st) lot records, the Developer shall donate Ninety-One Thousand Five Hundred Dollars (\$91,500) to the City of Pataskala to be used for road improvements along Cleveland Road and/or Summit Road.

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: Five Hundred feet (500')
- d. Minimum Cul-de-Sac Radius: Fifty feet (50')
- e. Minimum Cul-de-Sac Pavement: Forty-eight feet (48')

- 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.
 - 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.

GRAPHICS AND SIGNAGE

A 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 and generally consistent with the locations shown on the Preliminary Development Plan.

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.

Exhibit A

Sage Pointe Home Mix Guidelines

NO DUPLICATION of the same **Plan** within one (1) homesite on the same side of the street or homesite directly across the street.

FOR EXAMPLE: If a CUMBERLAND is on homesite 4, then the plan should not be duplicated on homesites 3 or 5 or 11 and the elevation should not be duplicated on homesites 2 or 6 or 10 or 12.

1	No Duplication 2 of Elevation	No Duplication 3 of Plan	Plan 4	No Duplication 5 of Plan	No Duplication 6 of Elevation	7
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8	9	No Duplication 10 of Elevation	No Duplication 11 of Plan	No Duplication 12 of Elevation	13	14
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826
INDEPENDENT TITLE BOX (OTCG)
64105

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.

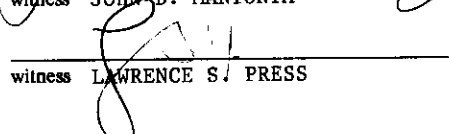
Prior Instrument Reference: Deed Book 794, page 146, Deed Book 794, page 153 and Deed Book 794, page 158, Licking County, Ohio Records.


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 $88^{\circ} 22' 38''$ 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 $88^{\circ} 02' 31''$ East, continuing along said northerly line of Lot 22 and said existing fence line, 368.64 feet to an iron pin;

Thence South $88^{\circ} 47' 44''$ 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 $0^{\circ} 41' 39''$ West, 647.53 feet to a post; and South $1^{\circ} 07' 07''$ 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 $88^{\circ} 16' 00''$ West, 575.68 feet to a point; and North $88^{\circ} 20' 59''$ West, 373.97 feet to a point;

Thence North $1^{\circ} 19' 50''$ 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 $88^{\circ} 21' 40''$ 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 $0^{\circ} 28' 59''$ West, passing along the westerly line of said McMurray property and passing along an existing fence line, 161.64 feet to an iron pin;

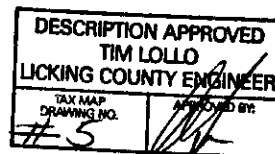
Thence North $89^{\circ} 00' 37''$ West, passing along an existing fence line and along the northerly line of Besse's Addition to Summit Station, passing an existing iron pin at 367.39 feet and an iron pin at 520.88 feet, a total distance of 545.88 feet to a point in the said centerline of County Road 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 $0^{\circ} 47' 34''$ East, 1015.15 feet to a point; and North $1^{\circ} 32' 55''$ 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 *9:00* o'clock *A* M IN OFFICIAL RECORD
 VOL *650* PAGE *826* FEE *14.00*
 ROBERT E. WISE, LICKING COUNTY RECORDER

Env. Chg. 10/16

ZONING DESCRIPTION
84.18 +/- ACRES

Situated in the State of Ohio, County of Licking, City of Pataskala, being in Lot 22, 3rd 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;

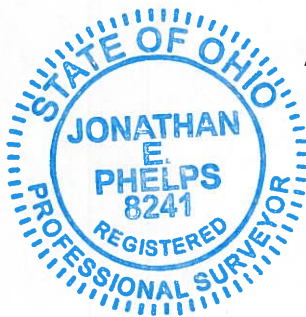
Thence with the east line of the remainder of said 84.30 acre tract and the west line of said 38.387 acre tract, **S 03° 17' 04" W, 1748.74+/- feet** to the **TRUE POINT OF BEGINNING**, containing approximately **84.18+/- acres**, more or less.

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.

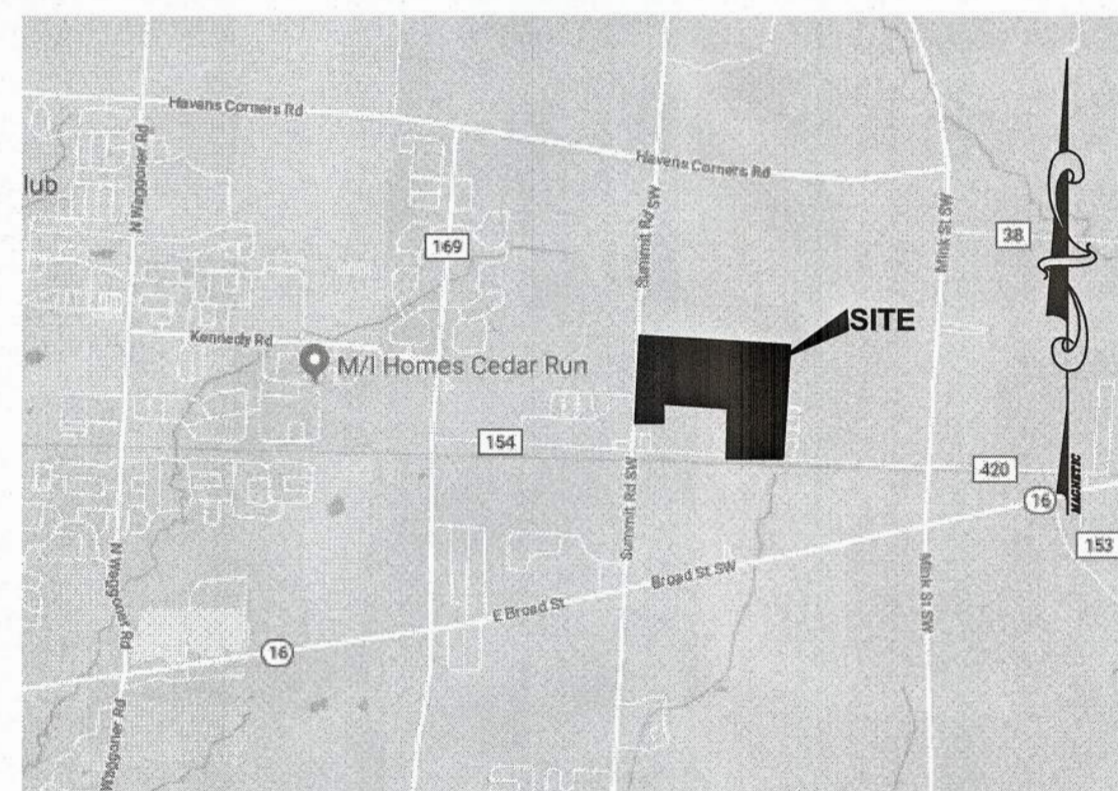
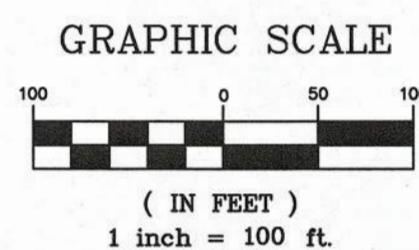
This description was written for zoning purposes only and was not intended to be used for the transfer of land.



ADVANCED CIVIL DESIGN INC.

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

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
*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
Reg. No. 8241

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
P.N. 063-14161200000
I.N. 201411070022186
37.2300 Acre

*Zoning Designation: RR

*Zoning Designation: R-87

Columbus Metro Equities, Inc.
P.N. 063-14146200000
O.R. 650, Pg. 830
4.74 Acre

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

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. 063-14115000000
 I.N. 200910130022360
 18.440 Acre

N86°34'54"W 545.88'±

10	11	12
S.B. BESSE'S ADDITION		
P.B. 3, PG. 150		

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

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

N85°56'00"W 374.01'±

N85°52'39"W 575.97'±

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

CLEVELAND ROAD SW (TOWNSHIP ROAD 154)

Zoning Designation: R-87 S31°17'04"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. 063-1464120000
I.N. 201309040022615, 1 Acre

P.N. 063-14641200000
N. 201309040022615, 1 Acre

**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**

**Kamala & Basnet Acharya
101 Windward Dr.
Pataskala, OH 43062**

**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**

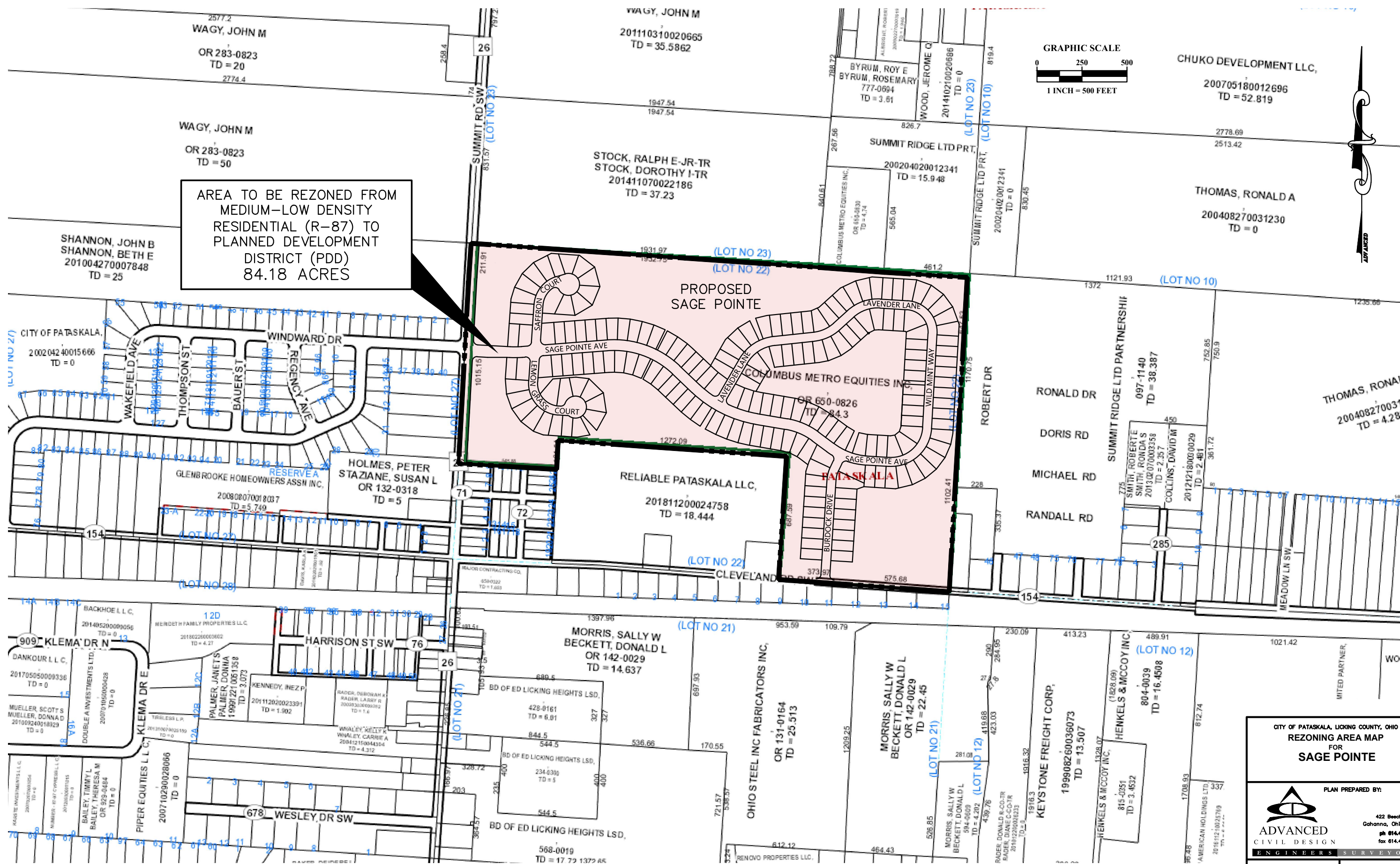
**Tammy Britt
13697 Cleveland Rd. SW
Pataskala, OH 43062**

**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**

Z:\18-004-644\PRODUCTION DRAWINGS\EXHIBIT\Resoning Area Map.dwg Layout Mar 03, 2020 - 2:32:52pm jerry



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 614.428.7780
fax 614.428.7755

SCALE: 1" = 500'
DATE: MARCH 5, 2020

SHEET 1 / 1

MEMO

Date: March 4, 2020
Re: Sage Pointe Preliminary Plan/Zoning Plan – 18-0004-644
Attn: Amanda Webb, Jason Wisniewski, Tim Brader, Michael Kady, Connie Klema
From: David Denniston

Following is a summary of the items that I can recall that we have changed throughout the various iterations of this project, mostly in response to comments received from the various City of Pataskala entities involved in the review and approval process.

1. Provided 15' of additional right-of-way along the east side of Summit Road
2. Modified dimensions of entry signage and modified it from hanging to monument style
3. Moved landscape buffers from east of the retention basins along Summit Road to the west side of the basins, adjacent to the Summit Road right-of-way
4. Revised street tree spacing from 50' on center to 30' on center
5. Enlarged stormwater management facilities on this project to account for previous inaccuracies and undersizing in downstream design calculations and stormwater facilities (by others) and to assist with attempting to alleviate current downstream drainage issues that the City is encountering
6. Eliminated 2 eyebrows and increased all centerline radii to a minimum of 150'
7. Increased the minimum cul-de-sac radii from the City's required 40' to the minimum 48' dictated by West Licking Fire Department
8. Shortened Saffron Cove Court and Lemon Grass Court to 500'
9. Revised cul-de-sac layouts to provide 25' of open space/tree preservation between rear of lots and perimeter property lines
10. Removed stub streets to the north and the south property lines
11. Widened Sage Pointe Avenue right-of-way and pavement from Saffron Cove Court/Lemon Grass Court to Burdock Drive from 50'/28' to 60'/33'
12. Changed emergency access only to full access street connection to Cleveland Road
13. Included a 12" water main connection to the Southwest Licking Community Water and Sewer District elevated water tank site
14. Reduced number of lots from original Concept Plan submittal to the current layout from 211 to 183
15. Increased side yard setback from 5' minimum to 8' minimum for a total of 16' between homes
16. Increased the common open space area to 39.9% of the property, excluding those areas reserved for stormwater management facilities.
17. Maximized the number of homes backing to open space at 173 of 183
18. Relinquished commitment to dedicate 10 acres to the Licking Heights School District and included that acreage into the overall layout of the project
19. Added Residential Architecture Standards with which Sage Pointe homes will be required to comply

18-0004-644

March 5, 2020

Mr. Scott Fulton
Director of Planning
City of Pataskala
621 West Broad Street, Suite 2-A
Pataskala, Ohio 43062

RE: RE: Sage Pointe – 84.18 Acres +/-
Summit Road and Cleveland Road
Revised Preliminary Plan Submittal

Dear Mr. Fulton,

With this letter we are submitting a Preliminary Plan for a proposed 183 lot single family residential development called Sage Pointe, located on the north side of Cleveland Road and on the east side of Summit Road in the City of Pataskala. Included with this submittal are the following items:

- 14 – 6 Preliminary Plan
- 14 – 8 Landscaping/Signage/Tree Preservation Plan
- 14 - 38 Sample Covenants and Restrictions
- 14 – 1 Maple Street Collection Home Elevations
- 14 - 2 Copies of Deed
- 14 - 1 Surrounding Property Owners List
- 14 – 1 Area Map
- 14 – 1 Summary of Plan Changes
- 1 – 1 CD Containing PDF Format Copies of Above-Listed Items

Should you have any questions or require additional information, please contact me at your convenience.

Sincerely,
ADVANCED CIVIL DESIGN



David D. Denniston, PE
Senior Project Manager

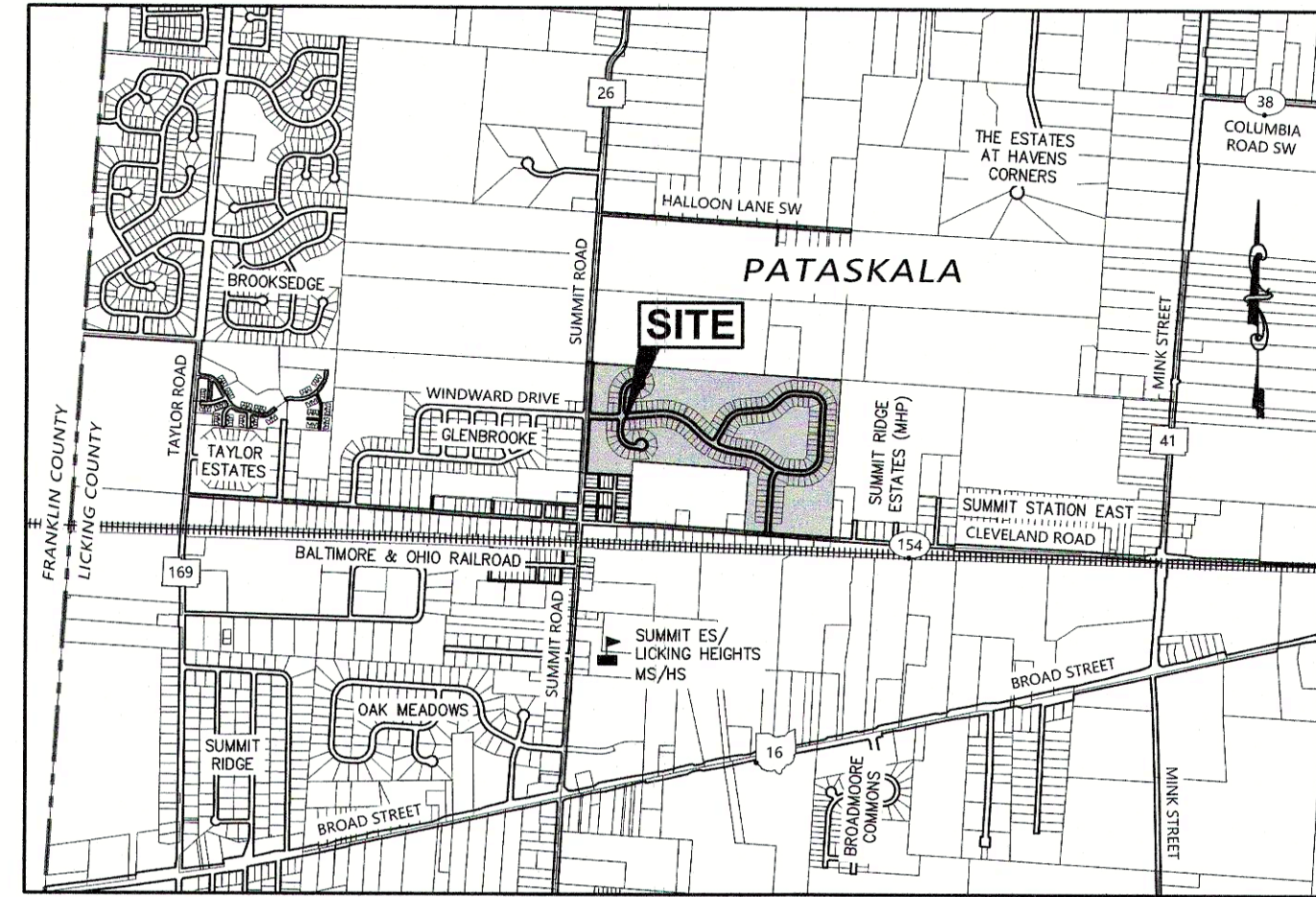
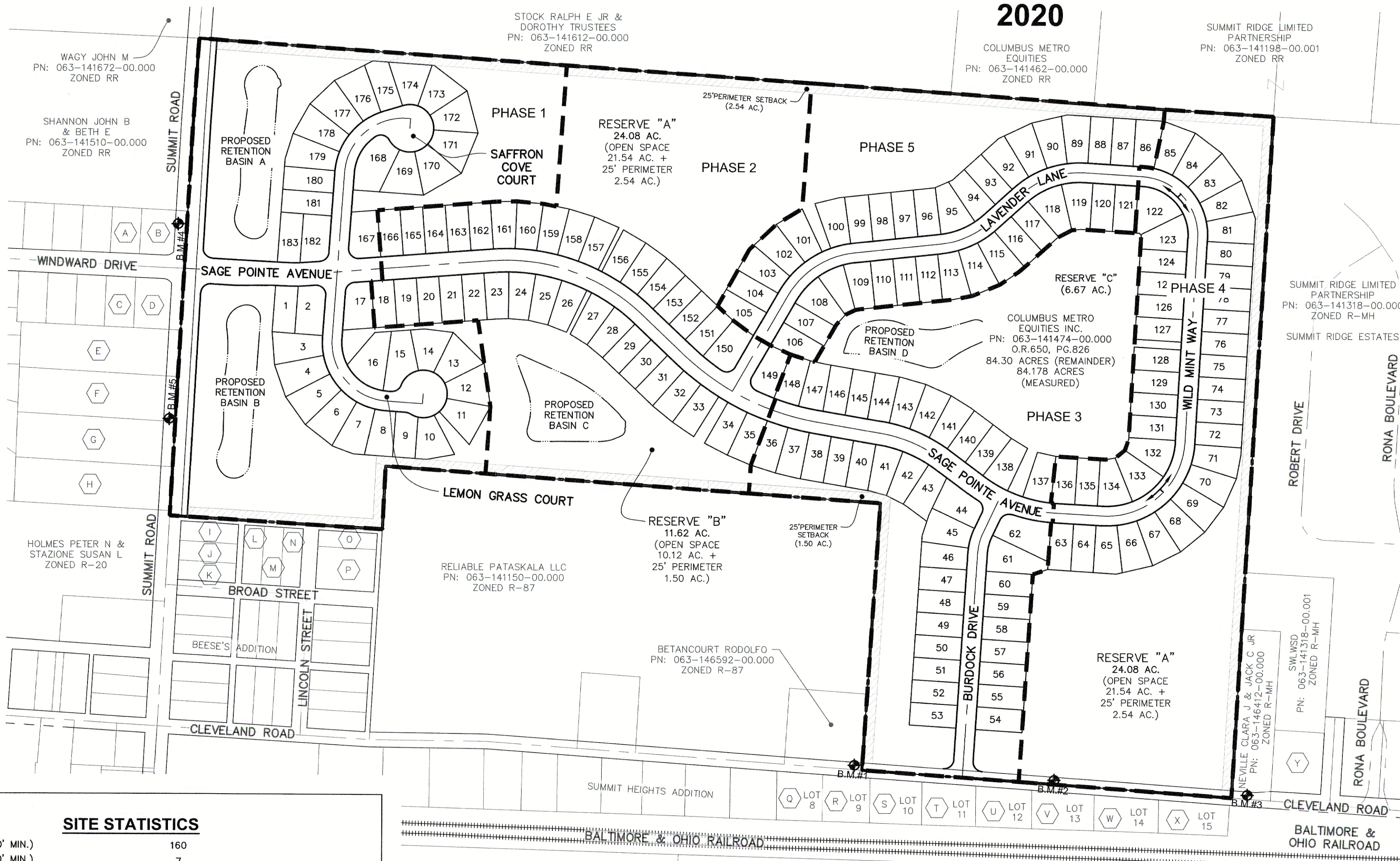
Cc: Amanda Webb/Michael Kady, Grand Communities, LLC
Connie Klema

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	WATER MAINS & SANITARY SEWERS	CENTURYLINK 441 WEST BROAD STREET PATASKALA, OHIO 43062 ATTN: DANIEL BECKETT (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.L.C.W.S.D.) 69 ZELLERS 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

2020

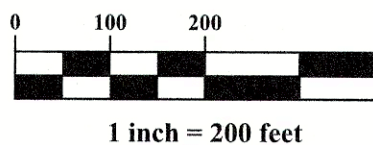


VICINITY MAP
SCALE: 1"=2,500'

SHEET INDEX

TITLE SHEET	1
DETAILS AND NOTES	2
EXISTING CONDITIONS PLAN	3
SITE & UTILITY PLAN	4-6

GRAPHIC SCALE



1 inch = 200 feet

APPLICANT

GRAND COMMUNITIES, LLC
3940 OLYMPIC BOULEVARD
ERLANGER, KENTUCKY 41018
PHONE: 859-578-7705
FAX: 859-724-6988
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	34	20.48
PHASE 2	36	18.26
PHASE 3	39	17.77
PHASE 4	38	16.87
PHASE 5	36	10.80
TOTAL	183	84.18

PLANNED DEVELOPMENT DISTRICT (PDD) STATISTICS

MINIMUM CUL-DE-SAC LOT SIZE	58'x105' (0.14± AC.)
TYPICAL STANDARD LOT SIZE	58'x120' (0.16± AC.)
MINIMUM LOT SIZE (LOTS: 150-156)	57'x120' (0.16± AC.)
FRONT YARD SETBACK	25'
REAR YARD SETBACK	20'
SIDE YARD SETBACK	8' MIN (16' 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).



SIGNATURES

Michael Kady
APPLICANT, GRAND COMMUNITIES, LLC
David D. Denniston
DAVID D. DENNISTON, REGISTERED ENGINEER 51816

3-5-2020
DATE
3/5/2020
DATE

CHAIRMAN OF PLANNING AND ZONING COMMISSION

DATE

UTILITY DIRECTOR

DATE

DIRECTOR OF PLANNING

DATE

PUBLIC SERVICE DIRECTOR

DATE

CITY ADMINISTRATOR

DATE

CITY ENGINEER

DATE

SITE STATISTICS

HOMESITES (58'x120' MIN.)	160
(57'x120' MIN.)	7
(58'x105' MIN.) (CUL-DE-SAC LOTS)	16
TOTAL HOMESITES:	183
2.17 UNITS PER ACRE	

LAND USE	ACREAGE	LEGEND
RIGHT-OF-WAY INTERNAL	8.39 ACRES	9.97%
EX.RIGHT-OF-WAY SUMMIT ROAD	0.84 ACRES	1.00%
EX.RIGHT-OF-WAY CLEVELAND ROAD SW	0.41 ACRES	0.49%
PROPOSED RIGHT-OF-WAY SUMMIT ROAD	0.42 ACRES	0.50%
OPEN SPACE		
COMMON OPEN SPACE (EXCLUDING 25'PERIMETER SETBACK)	38.33 ACRES	45.53%
25'PERIMETER SETBACK (NOT INCLUDED IN OPEN SPACE)	4.04 ACRES	4.80%
RESIDENTIAL LOTS	31.75 ACRES	37.71%
TOTAL SITE ACREAGE:	84.18 ACRES	100.00%

OPEN SPACE BREAKDOWN	ACREAGE	LEGEND
OPEN SPACE PROVIDED	38.33 ACRES	45.54%
OPEN SPACE REQUIRED	29.46 ACRES	35%
OPEN SPACE PROVIDED ABOVE REQUIRED:	8.87 ACRES	10.54%
STORMWATER MANAGEMENT FACILITIES	4.73 ACRES**	
LOTS BACKING TO OPEN SPACE	173	94.5%
MINIMUM FLOOR AREA	1,300 SQ.FT.	W/BASEMENT
	1,450 SQ.FT.	W/O BASEMENT

** STORMWATER MANAGEMENT FACILITIES OCCUPY 0% OF THE REQUIRED OPEN SPACE; SINCE THIS PROJECT HAS PROVIDED 10.54% MORE OPEN SPACE THAN REQUIRED. PROJECT SURVEY COMPLETED OCTOBER 12, 2018.

INDEX MAP/PHASING PLAN

SCALE: 1"=200'

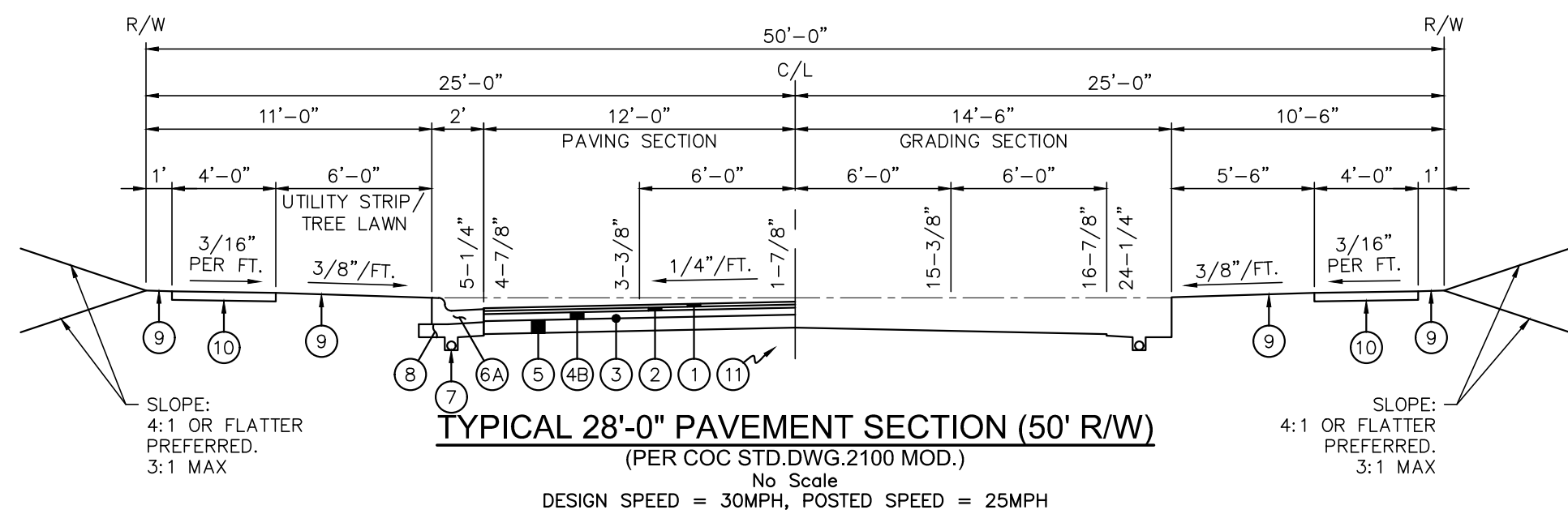
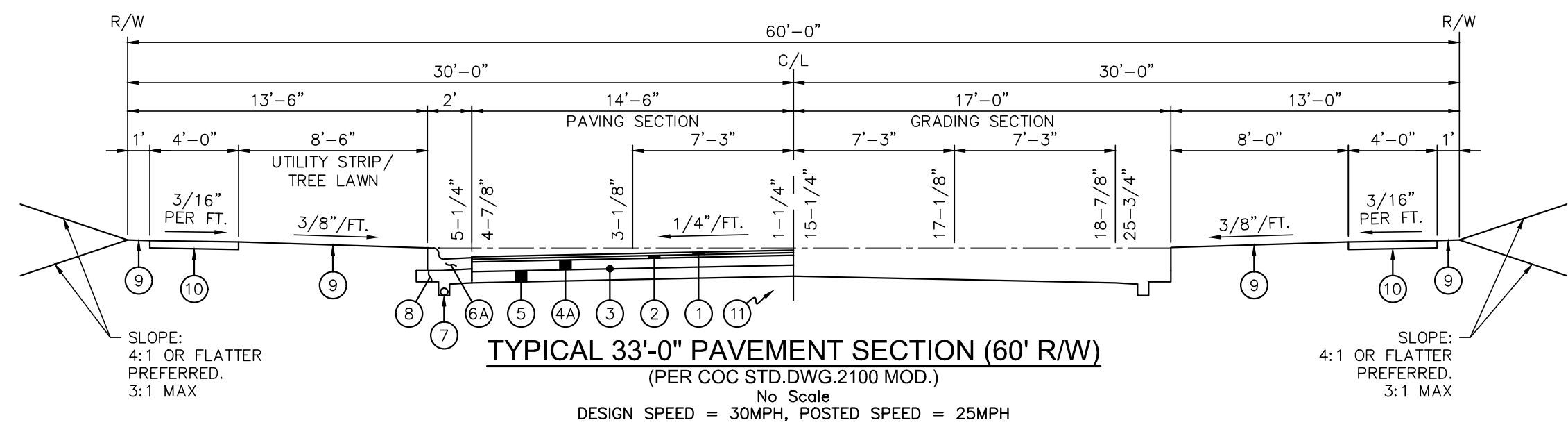
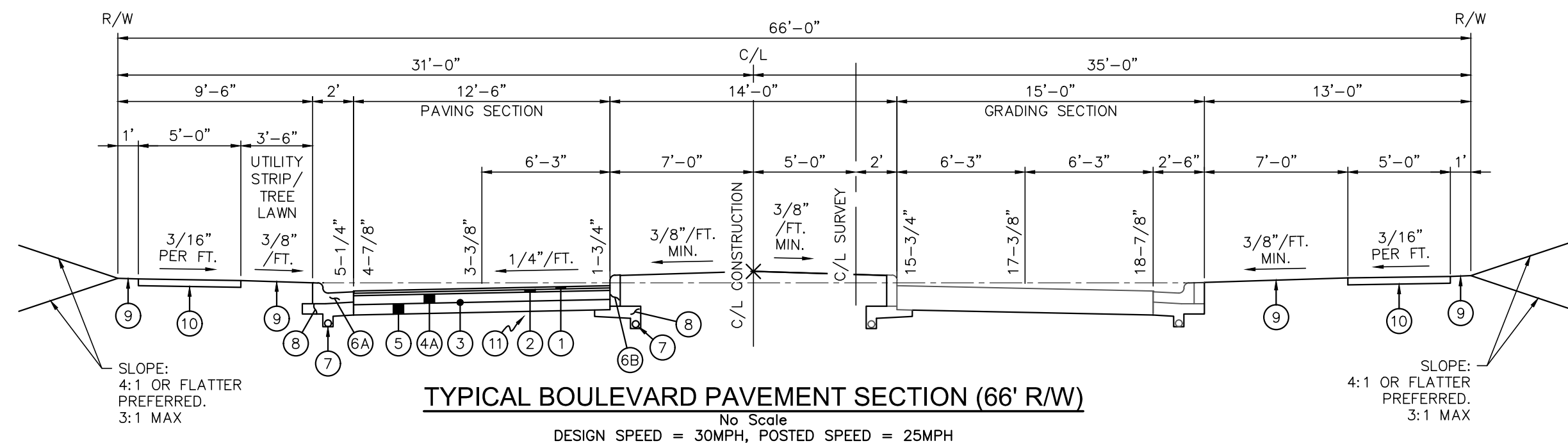
OWNERSHIP INFORMATION

A LANDERS THEODORE A & DEBORAH PN: 063-140160-00.0004 ZONED PDD	J COLEMAN DESTINY L PN: 063-149238-00.000 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 JOYANNE C PN: 063-144252-00.000 ZONED R-87
D ACHARYA KAMALA & BASNET RADHIKA & ACHARYA YATI 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: 063-140160-00.001 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		

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: 727842.135 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 WINDWARD DRIVE CENTERLINE 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: 1897985.014 Elev.=1087.300

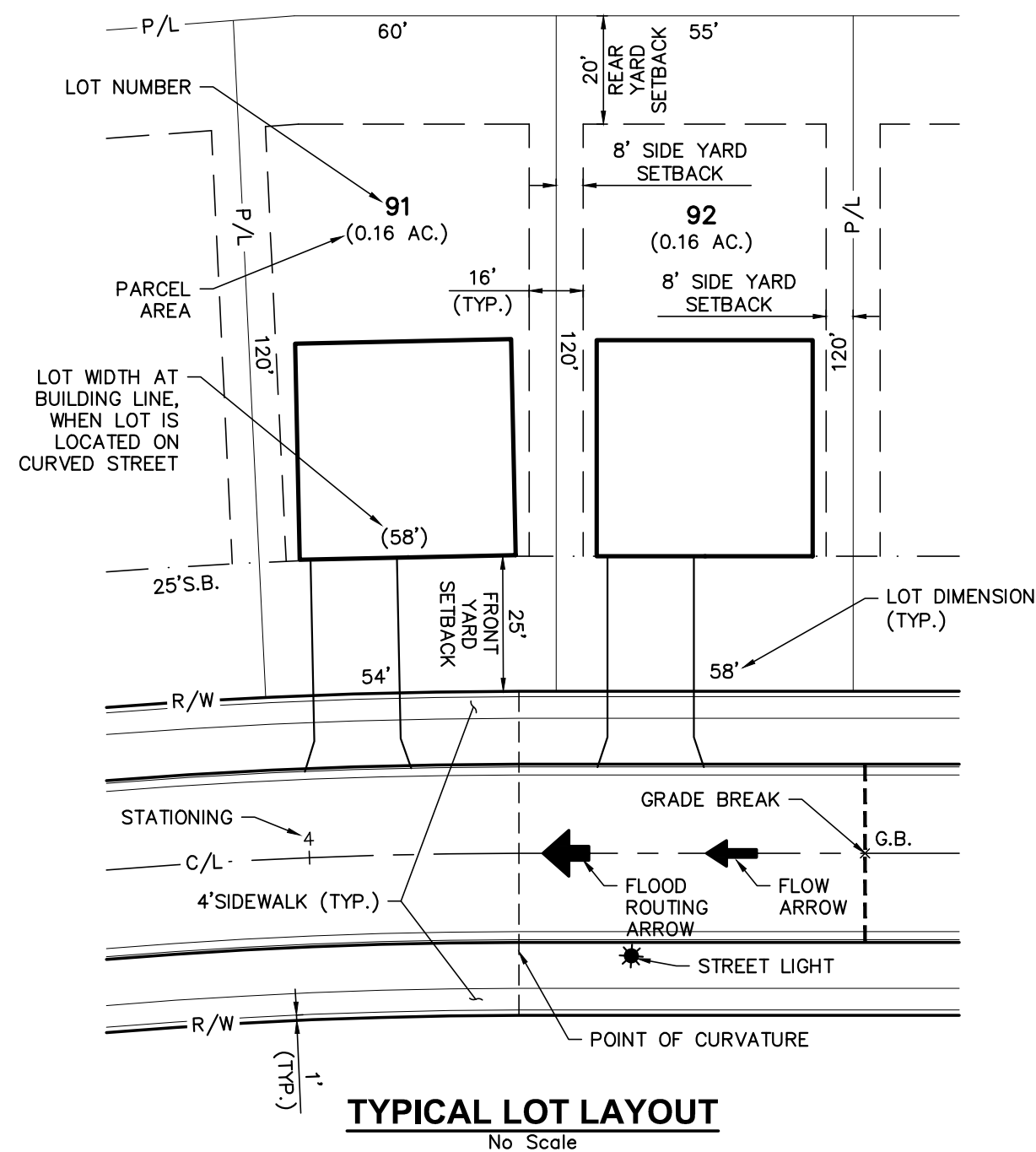


LEGEND:

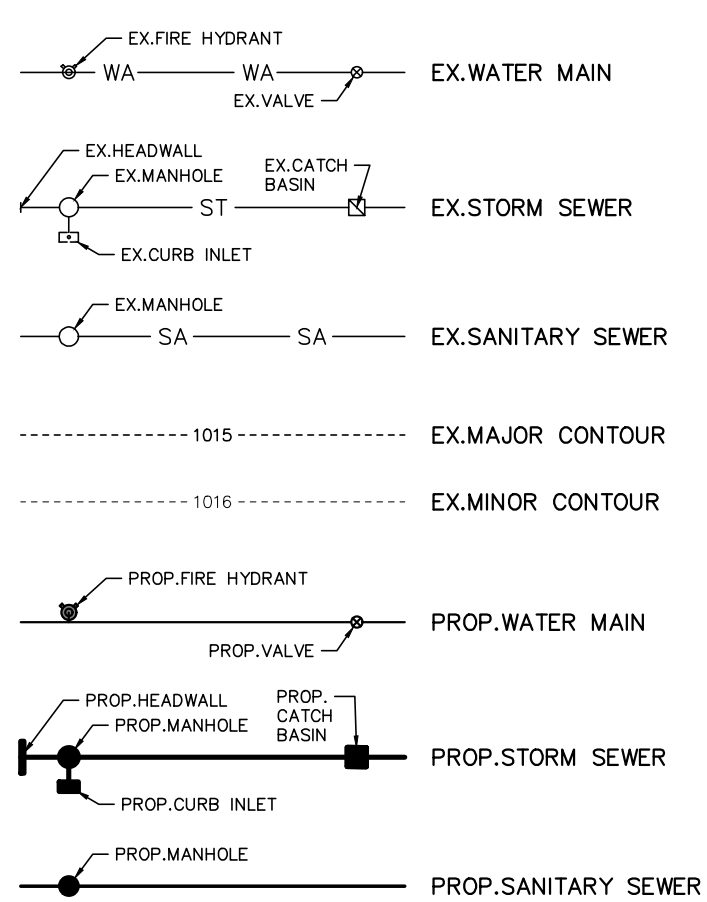
- | | | | |
|----|------------------------------------------------------------------------------------|---|--------------------------------------------------------------------------------------------|
| ① | 1-1/4" ASPHALT CONCRETE SURFACE COURSE
(MEDIUM TRAFFIC), PG64-22, ITEM 448 | ⑦ | 4" PIPE UNDERDRAIN, ITEM 605 |
| ② | 1-3/4" ASPHALT CONCRETE INTERMEDIATE COURSE
(MEDIUM TRAFFIC), PG64-22, ITEM 448 | ⑧ | NO.8 OR NO.57 AGGREGATE
(PRICE TO BE INCLUDED IN THE PRICE BID FOR 4" PIPE UNDERDRAIN.) |
| ③ | PRIME COAT, APPLIED AT 0.3 GAL./S.Y., ITEM 408 | ⑨ | SEEDING AND MULCHING, ITEM 659. |
| ④A | 5-1/4" ASPHALT CONCRETE BASE, ITEM 301 | ⑩ | STANDARD SIDEWALK (4" THICK) PER COD
STD.DWG.2300 |
| ④B | 3-1/4" ASPHALT CONCRETE BASE, ITEM 301 | ⑪ | SUBGRADE COMPACTION, ITEM 204 |
| ⑤ | 6" AGGREGATE BASE, ITEM 304 | | |
| ⑥A | COMBINATION CURB & GUTTER, TYPE STANDARD, PER
COD STD.DWG.2010 | | |
| ⑥B | STRAIGHT 18" CONCRETE CURB, TYPE STANDARD,
PER COD STD.DWG.2000 | | |
- NOTE:**
ALL ITEM NUMBERS REFER TO THE CITY OF
COLUMBUS CMS, CURRENT EDITION.

NOTE:

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



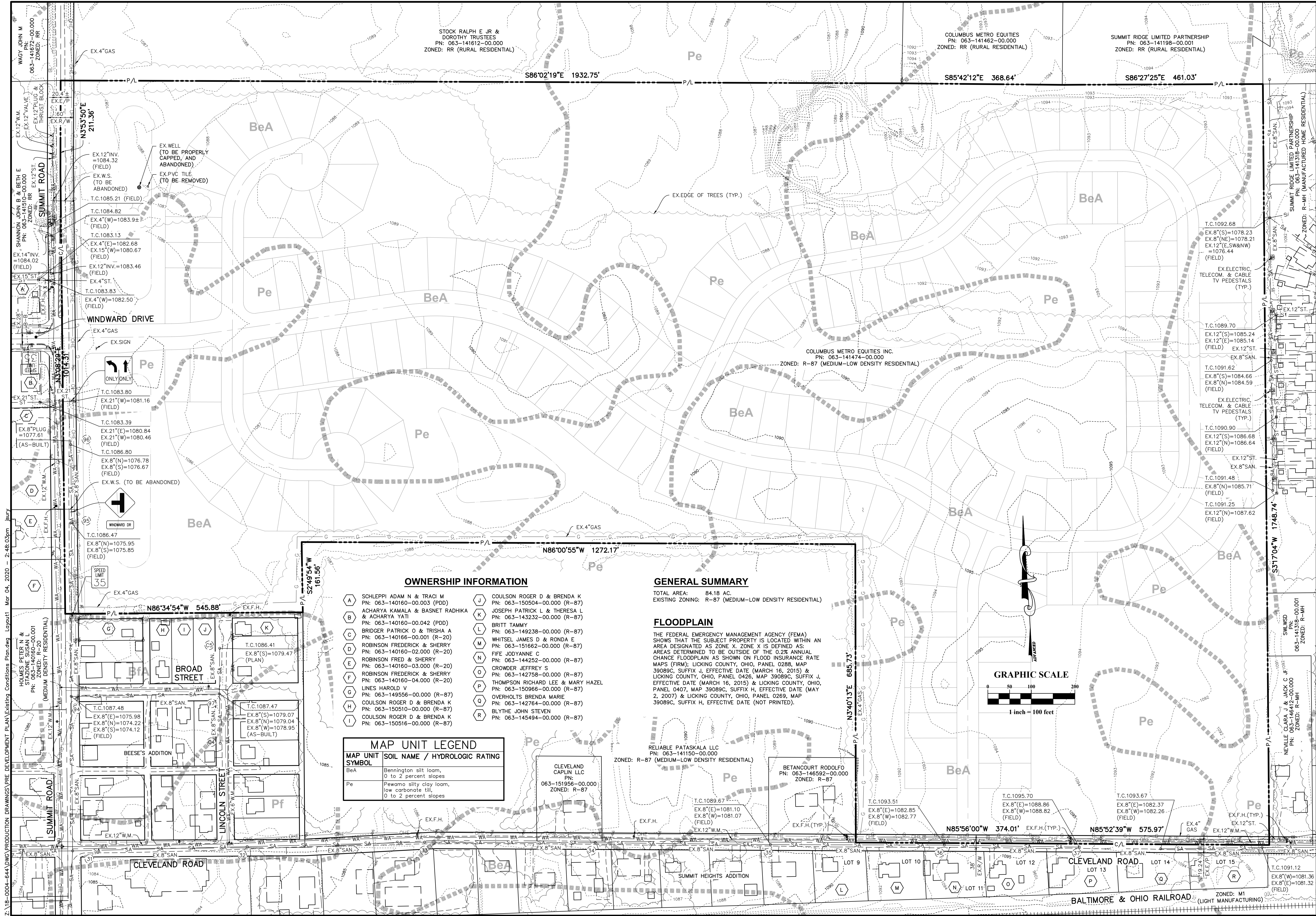
LEGEND



NOTES:

1. ALL RESERVES ARE TO BE OWNED AND MAINTAINED BY THE SAGE POINT HOMEOWNERS ASSOCIATION.
2. FOR TREE REPLACEMENT AND LANDSCAPE LOCATIONS AND DETAILS, SEE TREE REPLACEMENT AND LANDSCAPE PLANS.
3. WATER AND SANITARY SEWER SERVICE TO BE PROVIDED BY SOUTHWEST LICKING COMMUNITY WATER AND SEWER DISTRICT (SWLCWSD).
4. WATER AND SANITARY SEWER DEMAND RATES FOR SAGE POINT WILL COMPLY WITH THE CITY OF PATASKALA ENGINEERING STANDARDS FOR SINGLE FAMILY DEVELOPMENTS.
5. SIDEWALKS WILL BE CONSTRUCTED THROUGHOUT THIS SUBDIVISION PER THE CITY STANDARDS. LOCATIONS OF SIDEWALK SHOWN ON THE TYPICAL SECTIONS.
6. BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83 (NRSR2007). SAID BEARINGS WERE DERIVED FROM GPS OBSERVATION.
7. 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.
8. UTILITY EASEMENTS TO BE DEFINED DURING FINAL PLATTING.
9. 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.
10. PARKING WILL BE PROHIBITED ON BOTH SIDES OF SAGE POINT AVENUE FROM SUMMIT ROAD TO SAFFRON COVE COURT/LEMONGRASS COURT. ALL OTHER STREETS WILL HAVE PROHIBITED PARKING ON THE FIRE HYDRANT SIDE OF THE STREET.

Approved					
Date					
Revision					
No.					
Date: 03/05/2020 Scale: 1" = 60'					
Drawn By: JRS			Checked By: DDD		
Project Number: 18-0004-644					
Drawing Number: <div style="font-size: 2em; font-weight: bold; text-align: center;">2 / 6</div>					



Z:\18-0004-644\DWG\PRODUCTION DRAWINGS\PRE DEVELOPMENT PLAN\Existing Conditions Plan.dwg Layout1 Mar 04, 2020 - 2:48:03pm Jerry

ADVANCED CIVIL DESIGN
ENGINEERS & SURVEYORS

422 Beecher Road
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

PLAN PREPARED BY:

GRAND COMMUNITIES, LLC
3940 OLYMPIC BOULEVARD
ERLANGER, KY 41018

PLAN PREPARED FOR:

CITY OF PATASKALA, LICKING COUNTY, OHIO

PRELIMINARY PLAN
FOR
SAGE POINTE

EXISTING CONDITIONS PLAN

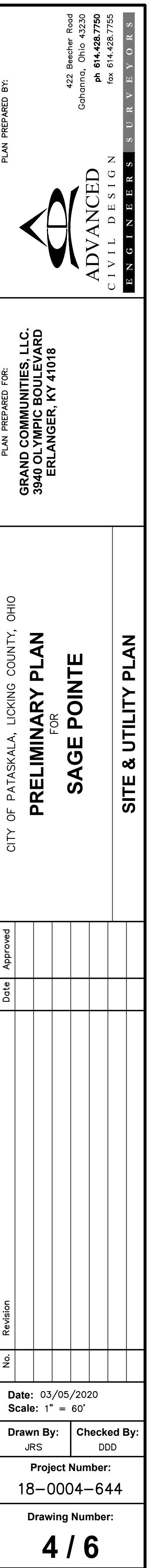
No.	Revision	Date	Approved

Date: 03/05/2020
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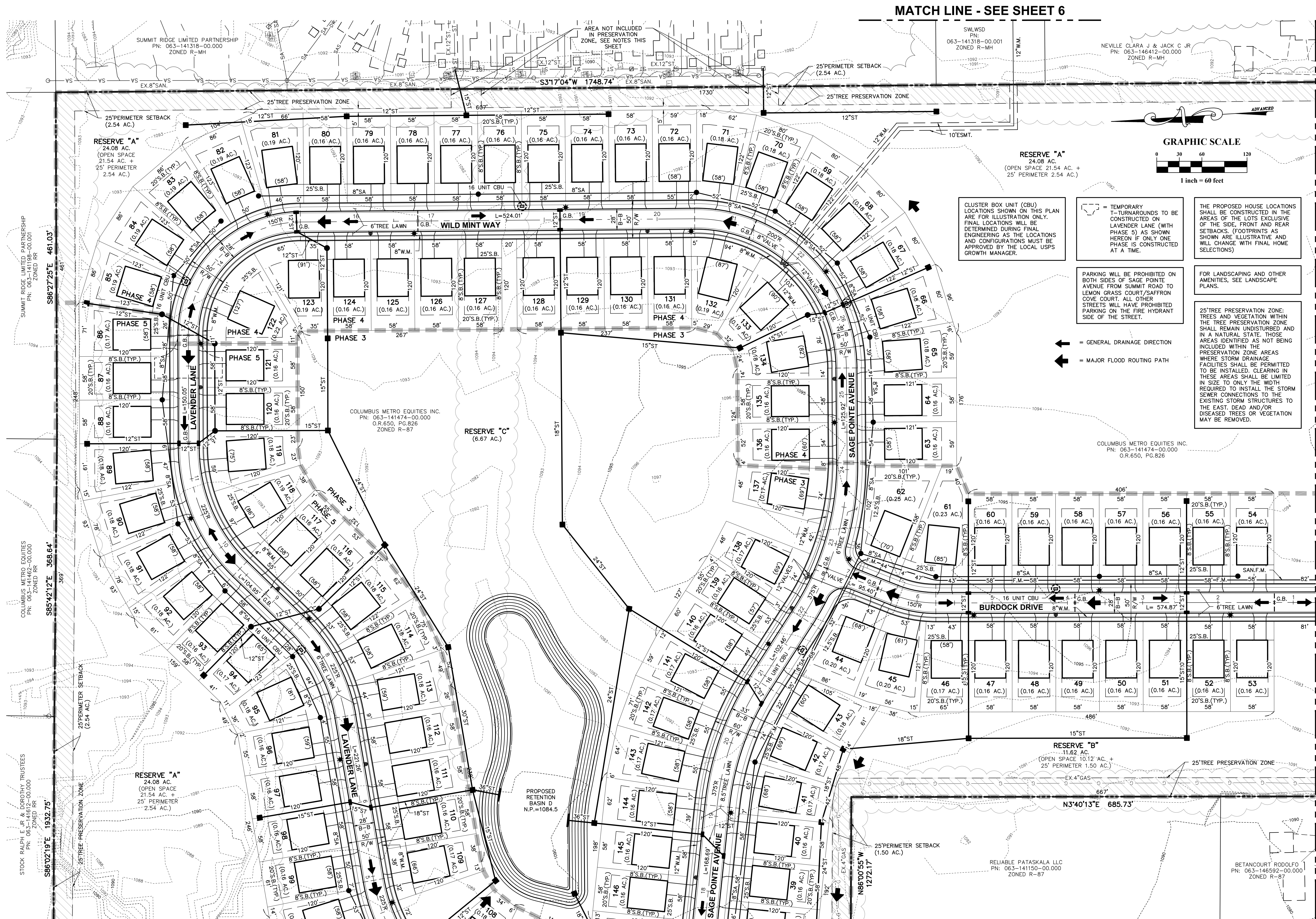
Drawn By: JRS
Checked By: DDD

Project Number:
18-0004-644

Drawing Number:
3 / 6



Z:\18-0004-644\DWG\PRODUCTION DRAWINGS\PRE DEVELOPMENT PLAN\Site and Utility Plan.dwg Layout1 (2) Mar 04, 2020 - 2:48:21pm Jerry



MATCH LINE - SEE SHEET 6

MATCH LINE - SEE SHEET 4

MATCH LINE - SEE SHEET 6

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

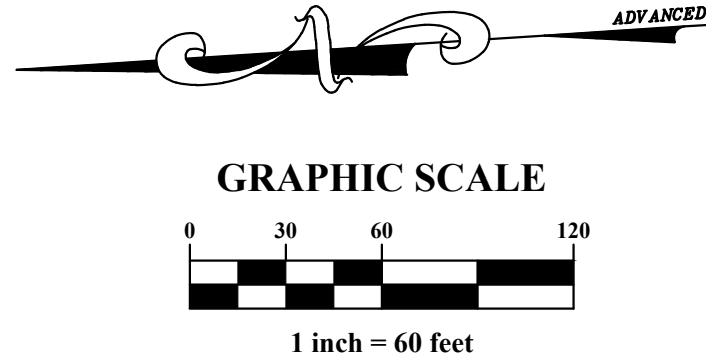
CITY OF PATASKALA, LUCKING COUNTY, OHIO

Approved: _____
Date: _____
Revision: _____
No. _____

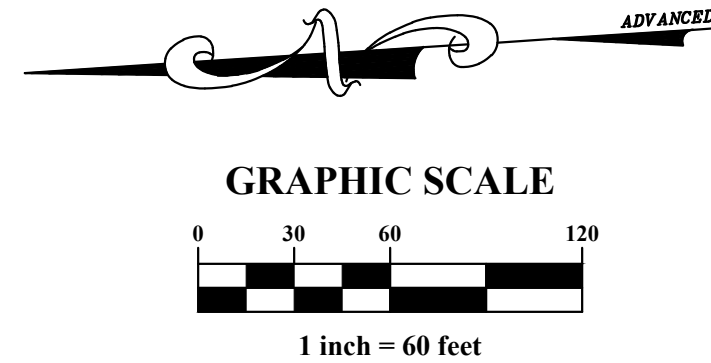
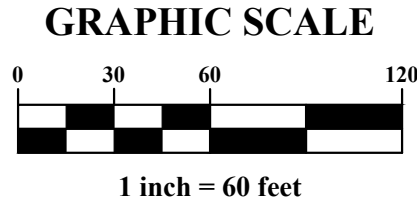
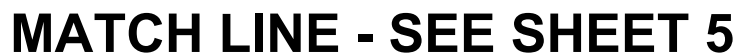
Date: 03/05/2020
Scale: 1" = 60'
Drawn By: JRS
Checked By: DDD
Project Number:
18-0004-644
Drawing Number:
5 / 6

ADVANCED
CIVIL DESIGN
ENGINEERS SURVEYORS

422 Beecher Road
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755



25'TREE PRESERVATION ZONE:
TREES AND VEGETATION WITHIN
THE TREE PRESERVATION ZONE
SHALL REMAIN UNDISTURBED AND
IN A NATURAL STATE. DEAD
AND/OR DISEASED TREES OR
VEGETATION MAY BE REMOVED.



ADVANCE



GRAPHIC SCALE

1 inch = 60 feet

CITY OF PATASKALA, LICKING COUNTY, OHIO PRELIMINARY PLAN FOR SAGE POINTE		SITE & UTILITY PLAN	
Date	Approved		
Date: 03/05/2020 Scale: 1" = 60'			
Drawn By: JRS		Checked By: DDD	
Project Number: 18-0004-644			
Drawing Number: <div style="font-size: 2em; font-weight: bold; margin-top: 5px;">6 / 6</div>			

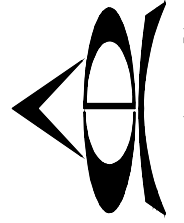
PLAN PREPARED FOR:
GRAND COMMUNITIES, LLC.
3940 OLYMPIC BOULEVARD
ERLANGER, KY 41018

CITY OF PATASKALA, LICKING COUNTY, OHIO

PRELIMINARY PLAN FOR SAGE POINTE

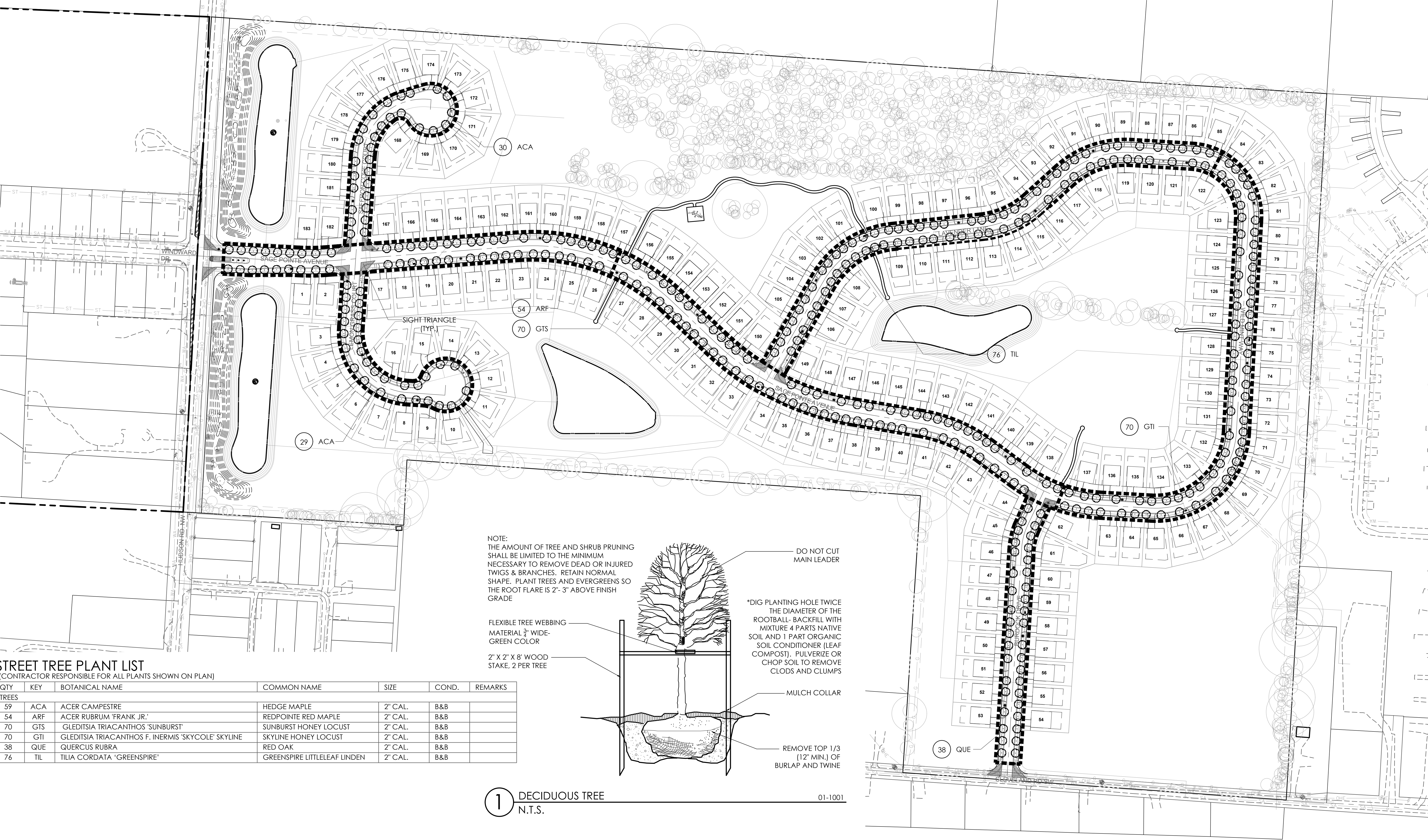
SITE & UTILITY PLAN

PLAN PREPARED BY:



ADVANCED
CIVIL DESIGN

422 Beecher Road
Anna, Ohio 43230
ph 614.428.7750
fax 614.428.7755



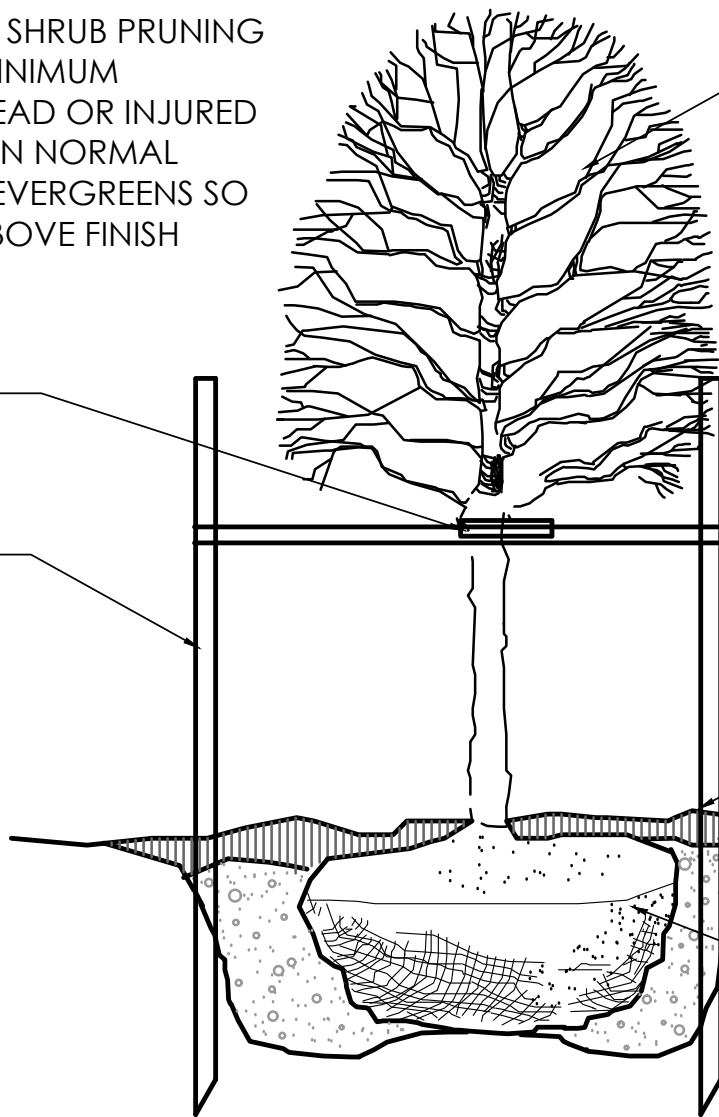
STREET TREE PLANT LIST
(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARKS
TREES						
59	ACA	ACER CAMPESTRE	HEDGE MAPLE	2" CAL.	B&B	
54	ARF	ACER RUBRUM 'FRANK JR.'	REDPOINTE RED MAPLE	2" CAL.	B&B	
70	GTS	GLEDITSIA TRIACANTHOS 'SUNBURST'	SUNBURST HONEY LOCUST	2" CAL.	B&B	
70	GTI	GLEDITSIA TRIACANTHOS F. INERMIS 'SKYCOLE' SKYLINE	SKYLINE HONEY LOCUST	2" CAL.	B&B	
38	QUE	QUERCUS RUBRA	RED OAK	2" CAL.	B&B	
76	TIL	TILIA CORDATA 'GREENSPIRE'	GREENSPIRE LITTLELEAF LINDEN	2" CAL.	B&B	

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

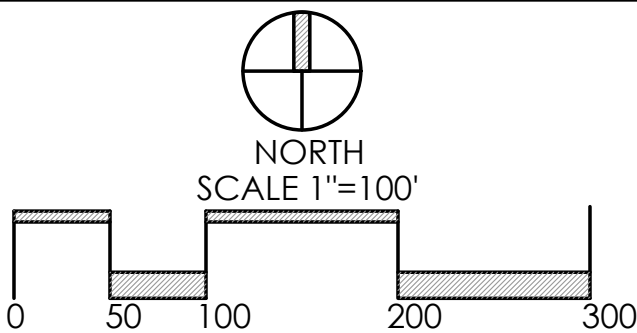
1 DECIDUOUS TREE
N.T.S.

01-1001

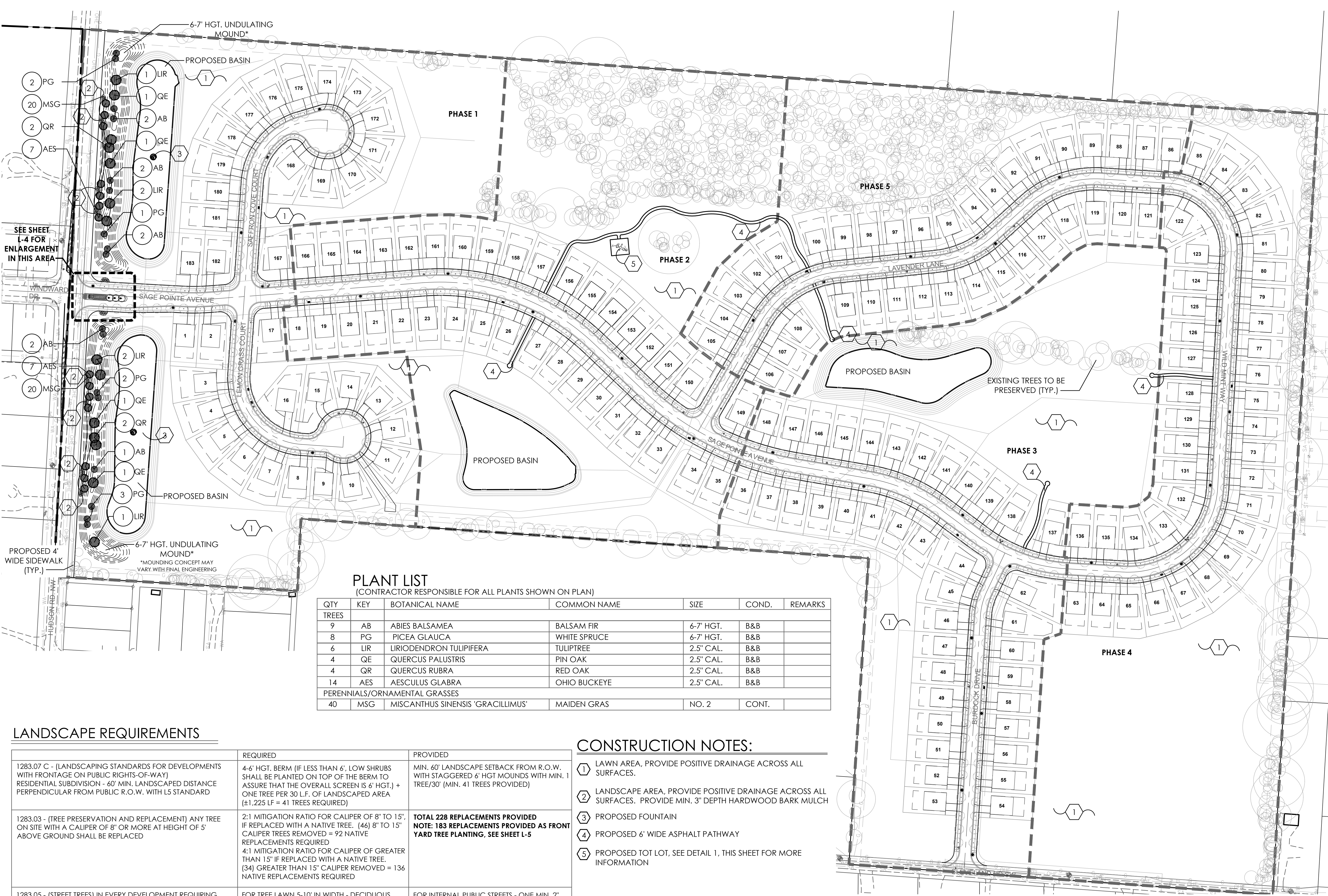
STREET TREE PLANTING PLAN

SAGE POINTE
PREPARED FOR ADVANCED CIVIL DESIGN
DATE: 3-4-20

EXHIBIT L-1



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



Playground

Playgrounds provide a safe environment for children of all ages to play. Equipment has been selected for a variety of educational and physical fitness activities appealing to a broad range of ages. Safety material equipment prevents accidents, spinning alphabet and number dials provide educational experiences, and an array of climbing, crawling, and jumping apparatus attract recreational and physical use.

Level 1: Standard Playground Equipment

List By Picture

- Sanitized soil (calcium chloride) 1440 sq.ft. Kills grass, no mold
- 152 in.ft. and 6" high retainer frame and earth anchors
- 1,440 sq.ft. Safety wood carpet, Cedar 6" deep
- Tic Tac Toe education spinners. Numbers 1-18 and letters "A" through "H"
- Combination 6' resting or sit up fitness bench
- Tire spring rider
- Hand over hand trapeze rings 12' long, 6 position
- 7 position leg and back stretch totem pole jump off
- Clover climber to 5' deck height
- 10' Double wave slide
- 10' Entry ramp, rails, etc.
- 5' x 5' x 5' High elevated deck, rails, etc.
- Steering wheel
- Rock wall climber
- Angled challenge pipe climber
- 3 position swing frame
- Adult swing
- Toddler bucket swing
- 8 Safety grip, helper handles throughout as needed
- 20' 10' Extended end picnic table, wheelchair, etc.
21. 30 Gallon litter receptacle, lid, liner, secured
22. Sign (playground hours/rules)

Ages 1-5	Ages 6-12	Ages 12+
X	X	X
X	X	X
X	X	X
X	X	
X	X	X
	X	X
	X	X
X	X	X
X	X	X
X	X	X
X	X	X
	X	X
	X	X
	X	X
X	X	X
X	X	X
X	X	X
X	X	X
X	X	X

Drawn by: JAMES BLVD. - SUITE 100
FARMINGTON, CT 06031
Phone: 860.331.4750
WWW.FISCHERHOMES.COM

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Level 1: Standard Playground Program

EXAMPLE IMAGES ONLY. FINAL TOT LOT DESIGNS WILL BE PROVIDED FOR CITY APPROVAL AT SUCH TIME AS THE FINAL DEVELOPMENT PLAN FOR THAT AREA IS SUBMITTED.

3040 CLYMPIC BLVD. - SUITE 100
FARMINGTON, CT 06031
Phone: 860.331.4750
WWW.FISCHERHOMES.COM

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1 TOT LOT (OR OWNER APPROVED EQUAL)

SCALE: N.T.S.

PLANT KEY TYPICALS

SEE PLANT LIST FOR SPECIFIC PLANT SPECIES

- ORNAMENTAL TREE
- LARGE DECIDUOUS SHRUB
- EXISTING TREE
- EVERGREEN SHRUB
- DECIDUOUS SHRUB
- EVERGREEN TREE
- PERENNIALS
- GROUND COVER
- SHADE TREE

REPLACEMENT TREE (DECIDUOUS SHADE TREE)

REPLACEMENT TREE (EVERGREEN TREE)

LANDSCAPE REQUIREMENTS

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)
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. (34) GREATER THAN 15" CALIPER REMOVED = 136 NATIVE REPLACEMENTS REQUIRED
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 30' O.C. AS DRIVEWAYS AND UTILITIES PERMIT.

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 PROPOSED FOUNTAIN
- 4 PROPOSED 6' WIDE ASPHALT PATHWAY
- 5 PROPOSED TOT LOT, SEE DETAIL 1, THIS SHEET FOR MORE INFORMATION

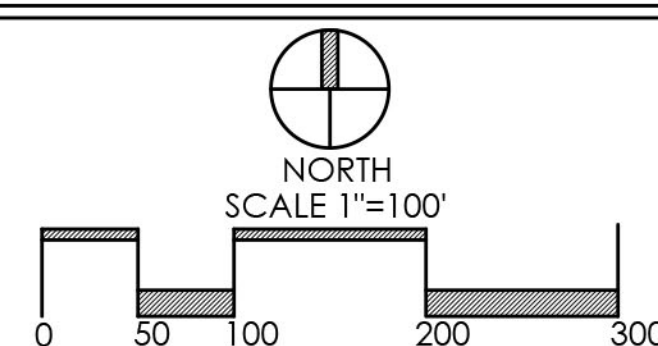
OVERALL LANDSCAPE PLAN



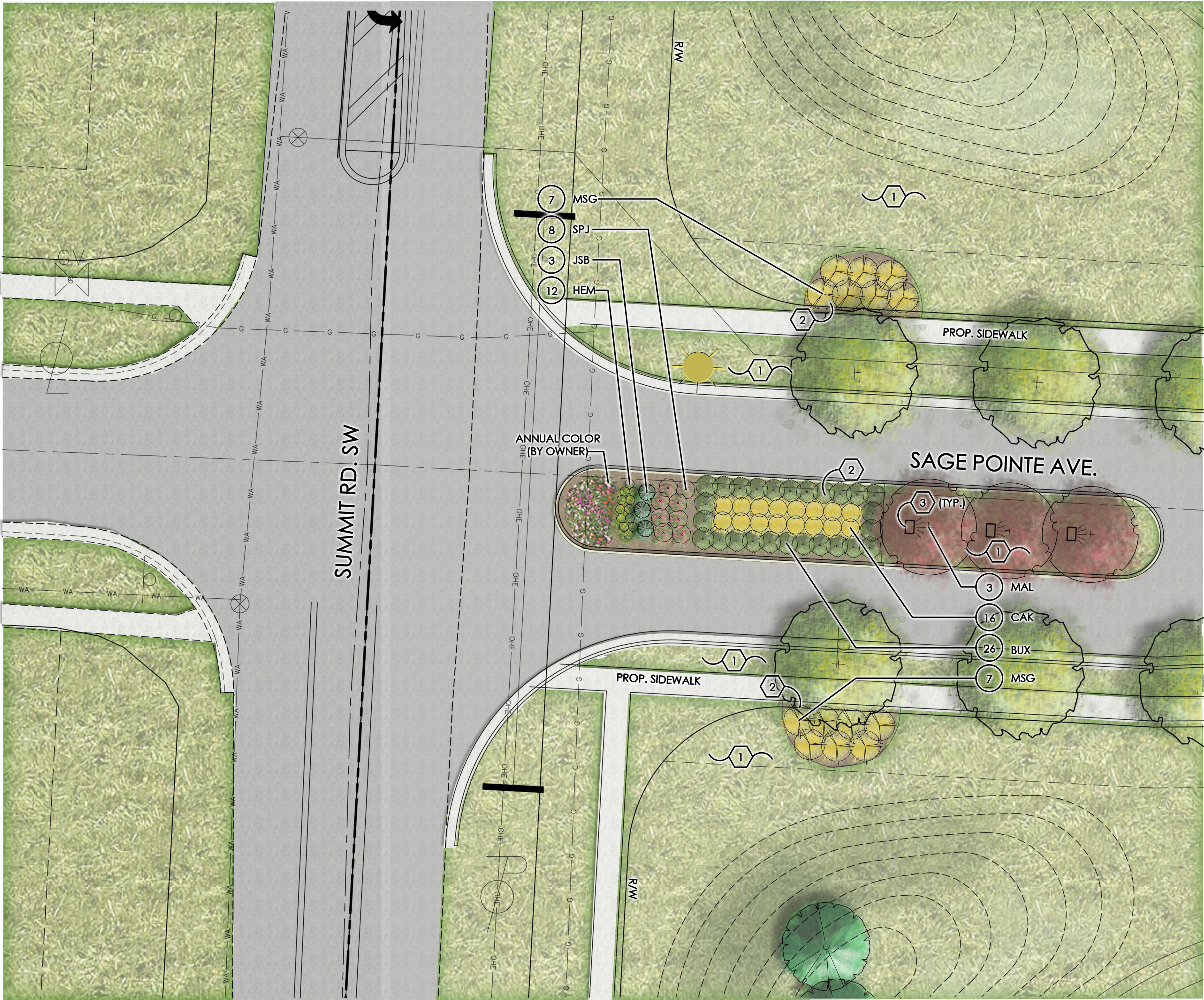
ILLUSTRATIVE PLAN

EXHIBIT L-3

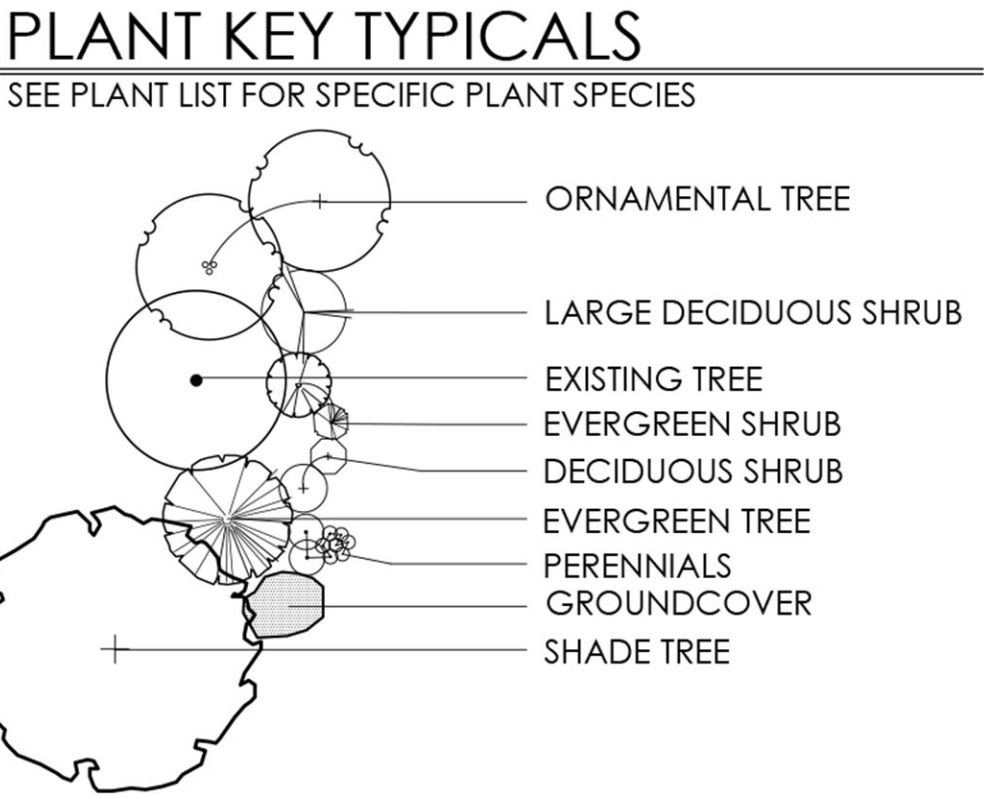
SAGE POINTE
PREPARED FOR ADVANCED CIVIL DESIGN
DATE: 3-4-20



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Suite 401
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LANDSCAPE ARCHITECTURE
Columbus, OH 43215



PLANT LIST						
(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)						
QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARKS
TREES						
3	MAL	MALUS 'CARDINAL'	CARDINAL CRABAPPLE	7-8' HGT.	B&B	
SHRUBS						
26	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.	
14	MSG	MISCANTHUS SINENSIS 'GRACILLIMUS'	MAIDEN GRASS	NO. 2	CONT.	
16	CAK	CALAMAGROSTIS X ACUTIFLORA 'KARL FOERSTER'	FOERSTER'S FEATHER REED GRASS	NO. 2	CONT.	



1 SUMMIT RD SW ENTRY ENLARGEMENT PLAN

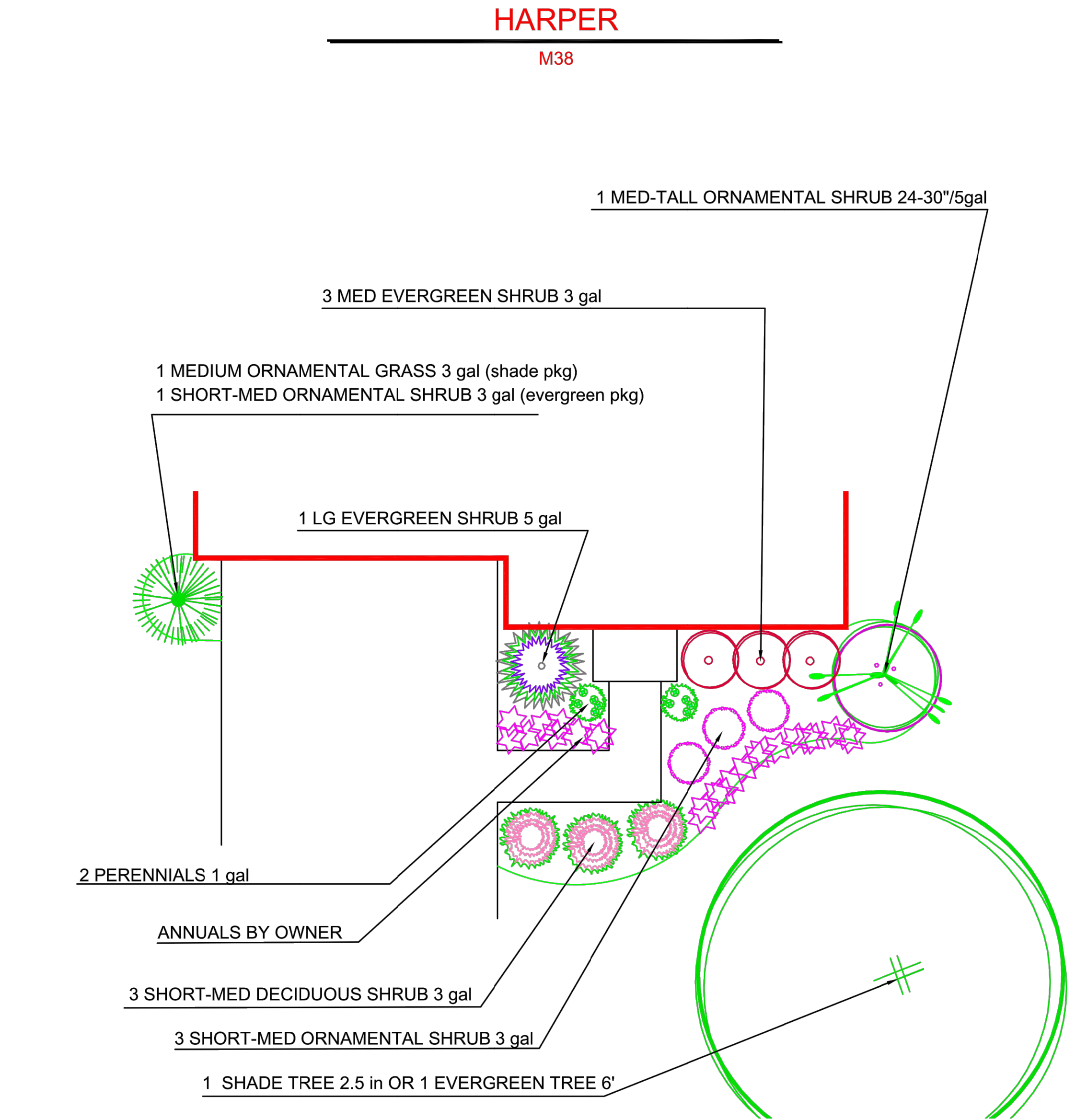
SCALE: 1"= 10'

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.


SUMMIT RD SW ENTRY ENLARGEMENT PLAN

EXHIBIT L-4



*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

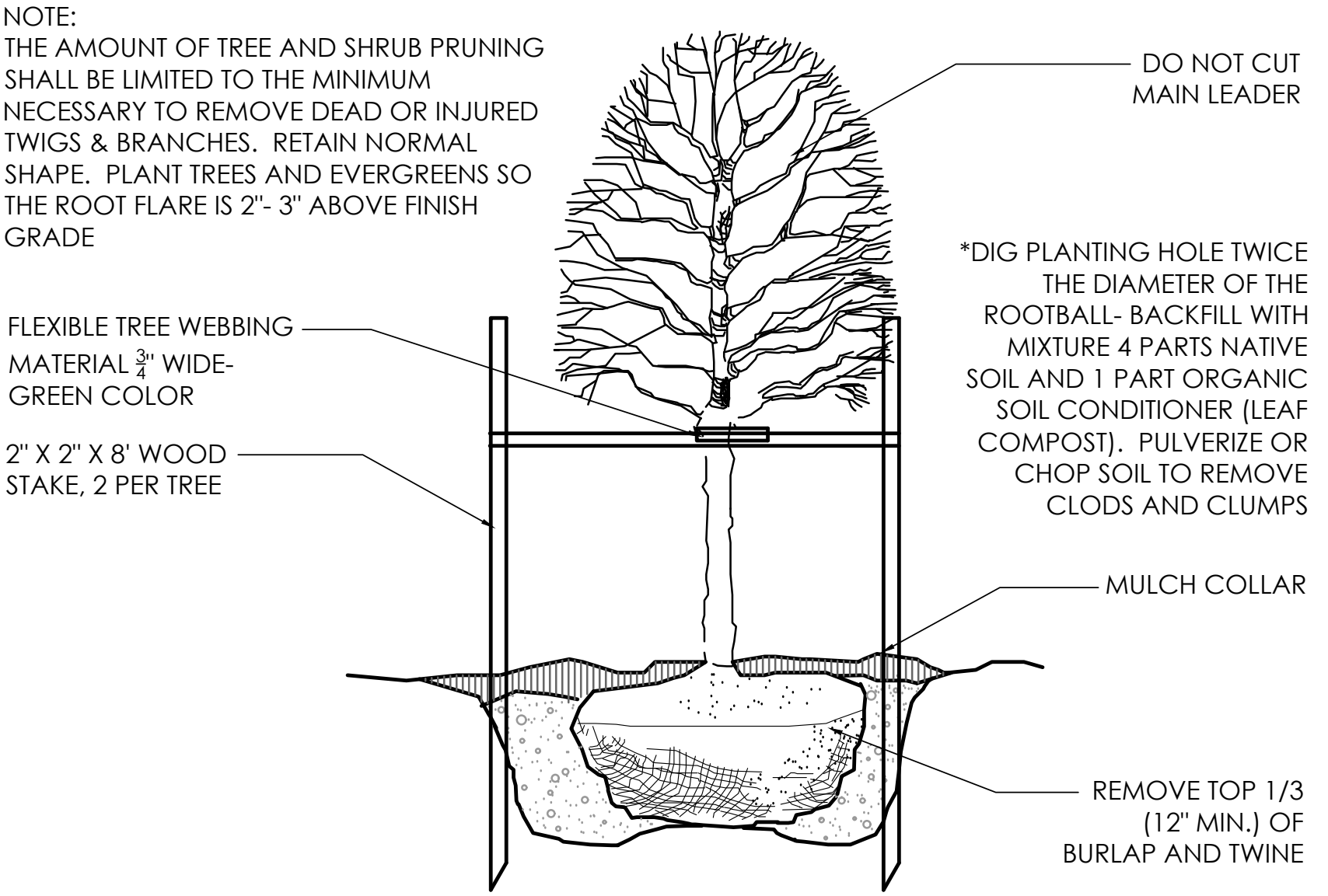
N.T.S.
NOTE: FRONT YARD TREE TO CONTRIBUTE TOWARD TREE REPLACEMENT COUNT

TYPICAL LOT PLANTING PLAN

SAGE POINTE
PREPARED FOR ADVANCED CIVIL DESIGN
DATE: 3-4-20

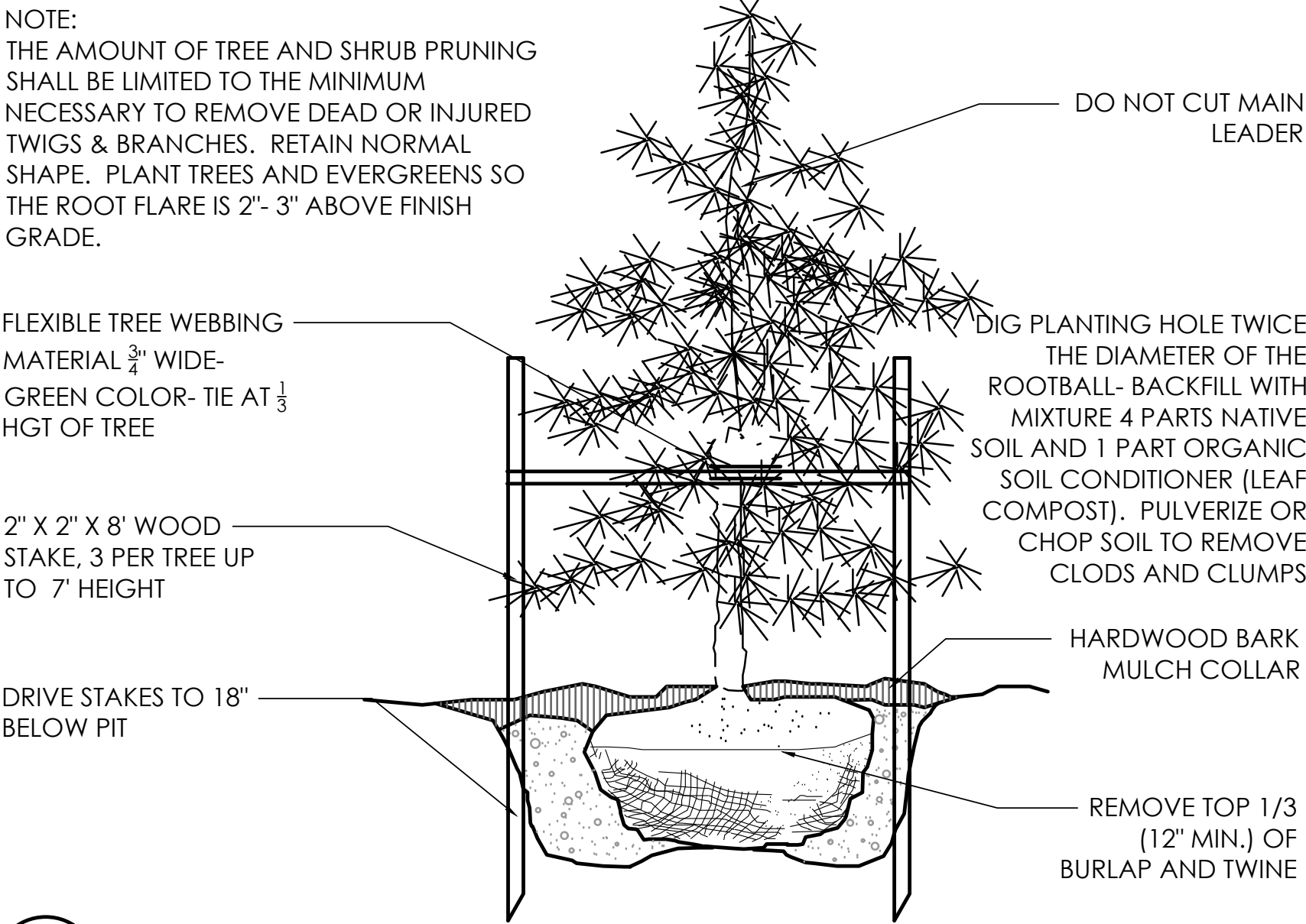
FRONT YARD TREE LIST

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



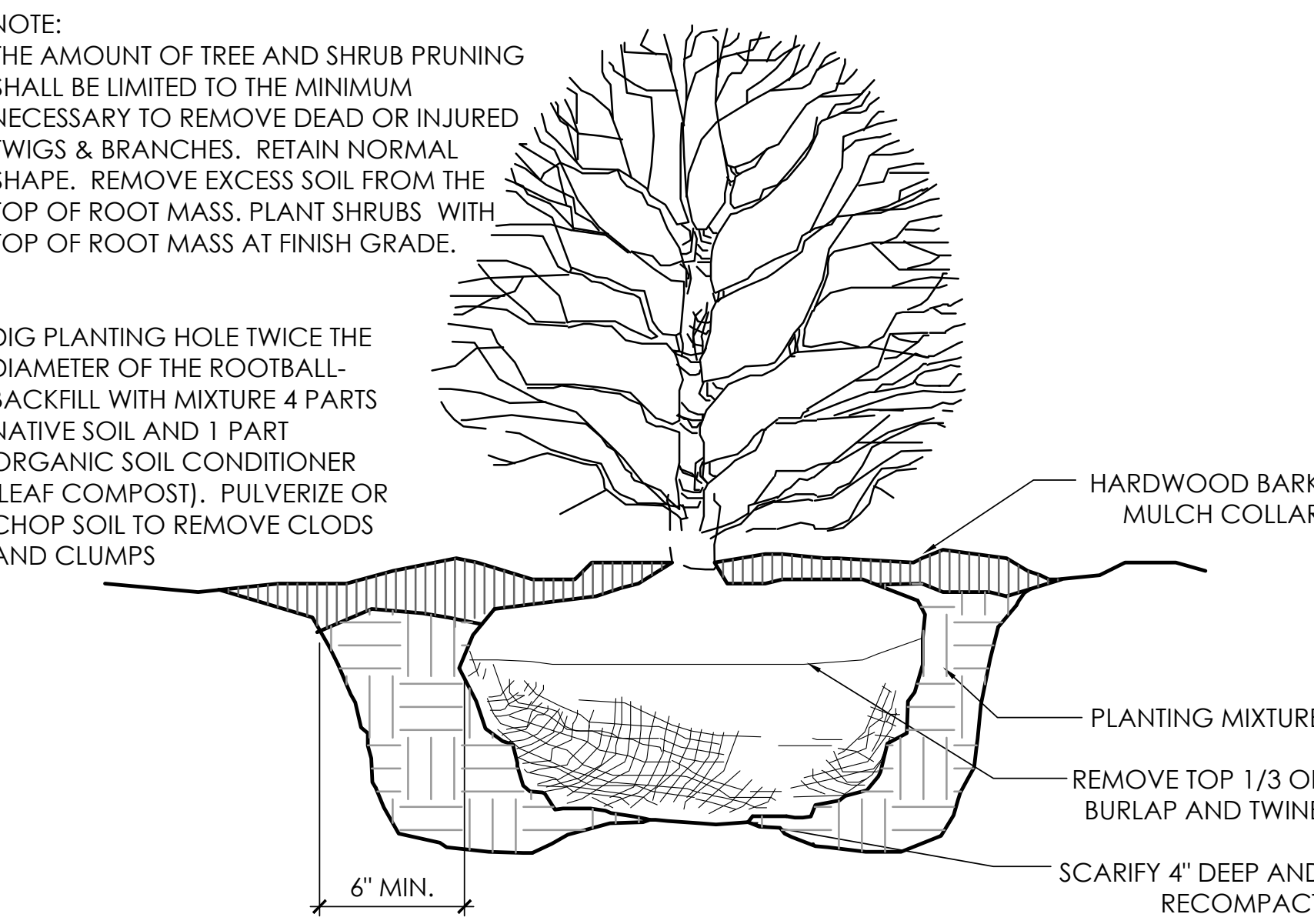
1 DECIDUOUS TREE

N.T.S. 01-1001



2 EVERGREEN TREE UNDER 7' HGT.

N.T.S. 01-1100



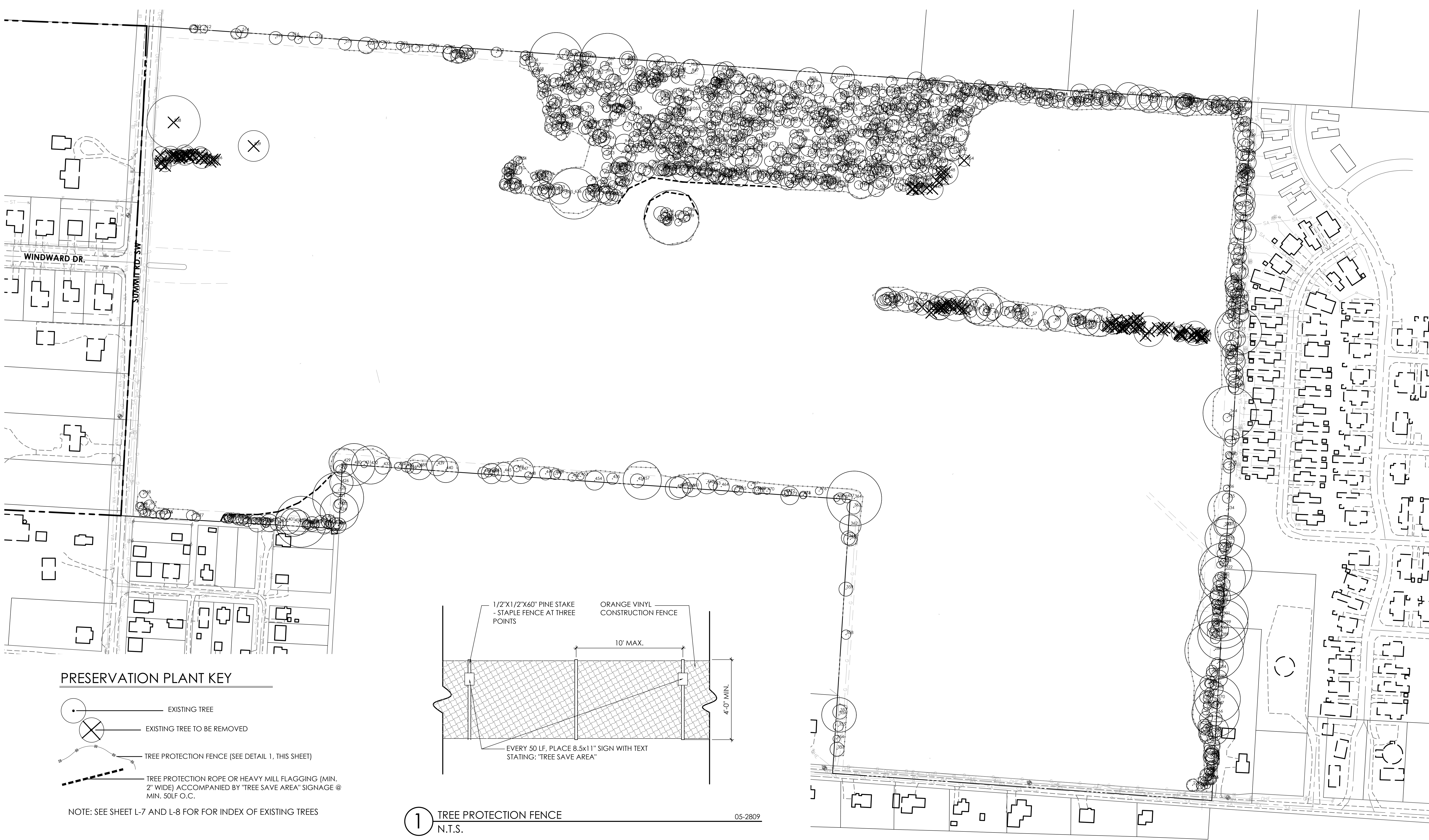
3 SHRUB PLANTING DETAIL

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

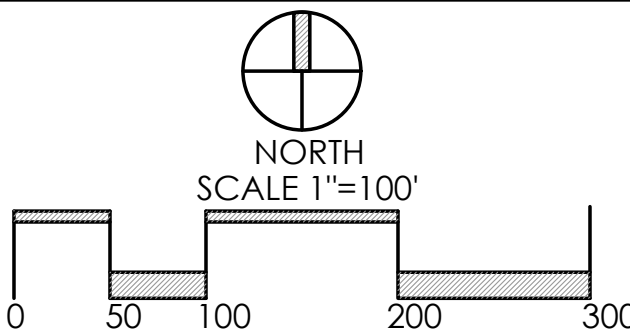


TREE PRESERVATION PLAN

SAGE POINTE
PREPARED FOR ADVANCED CIVIL DESIGN
DATE: 3-4-20

EXHIBIT L-6

Faris Planning & Design



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

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

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	18	ASH	POOR	PRESERVED	315	8	24	OAK	FAIR	PRESERVED	472	8	8	CHERRY	POOR	PRESERVED	629	13	18	OAK	FAIR	PRESERVED	786	10	18	ASH	POOR	PRESERVED	
2	18	MAPLE	DEAD	POOR	159	8	24	MAPLE	FAIR	PRESERVED	316	28	8	MAPLE	FAIR	PRESERVED	473	28	8	CHERRY	FAIR	PRESERVED	630	21	18	FAIR	COTTONWOOD	GOOD	787	21	18	FAIR	COTTONWOOD	GOOD	
3	29	OAK	FAIR	GOOD	160	10	18	MAPLE	FAIR	PRESERVED	317	15	18	OAK	CHERRY	DEAD	PRESERVED	474	15	18	CHERRY	DEAD	PRESERVED	631	18	18	FAIR	DEAD	788	15	18	MAPLE	FAIR	PRESERVED	
4	10	MAPLE	FAIR	FAIR	161	20	18	OAK	FAIR	PRESERVED	318	15	18	OAK	FAIR	PRESERVED	475	10	18	CHERRY	DEAD	PRESERVED	632	10	18	FAIR	FAIR	789	16	18	OAK	FAIR	PRESERVED		
5	15	MAPLE	FAIR	PRESERVED	162	14	20	OAK	DEAD	PRESERVED	319	11	18	OAK	GOOD	PRESERVED	476	10	18	CHERRY	POOR	PRESERVED	633	13	18	FAIR	POOR	790	33	18	OAK	GOOD	PRESERVED		
6	12	MAPLE	FAIR	FAIR	163	23	18	MAPLE	FAIR	PRESERVED	320	13	18	OAK	GOOD	PRESERVED	477	13	18	CHERRY	GOOD	PRESERVED	634	20	18	FAIR	COTTONWOOD	GOOD	791	24	20	OAK	FAIR	PRESERVED	
7	8	MAPLE	GOOD	GOOD	164	9	18	OAK	FAIR	PRESERVED	321	57	18	OAK	FAIR	PRESERVED	478	14	18	CHERRY	POOR	PRESERVED	635	12	18	FAIR	OAK	FAIR	792	12	18	BEECH	FAIR	PRESERVED	
8	40	13	COAGE ORANGE	FAIR	165	24	18	OAK	GOOD	PRESERVED	322	47	18	OAK	GOOD	PRESERVED	479	8	18	CHERRY	POOR	PRESERVED	636	44	18	FAIR	GOOD	793	32	18	OAK	FAIR	PRESERVED		
9	9	ASH	DEAD	PRESERVED	166	27	19	OAK	FAIR	PRESERVED	323	18	18	FAIR	ASH	DEAD	PRESERVED	480	13	18	CHERRY	FAIR	PRESERVED	637	19	18	FAIR	WILLOW	GOOD	794	21	18	WILLOW	GOOD	PRESERVED
10	9	ASH	DEAD	PRESERVED	167	11	18	OAK	FAIR	PRESERVED	324	10	18	OAK	FAIR	PRESERVED	481	15	18	WILLOW	FAIR	PRESERVED	638	15	18	FAIR	ASH	DEAD	795	12	18	BEECH	GOOD	PRESERVED	
11	13	OAK	FAIR	PRESERVED	168	11	18	ASH	FAIR	PRESERVED	325	13	18	ASH	DEAD	PRESERVED	482	14	18	WILLOW	FAIR	PRESERVED	639	12	18	ELM	FAIR	796	10	18	BEECH	FAIR	PRESERVED		
12	8	OAK	FAIR	PRESERVED	169	13	18	MAPLE	FAIR	PRESERVED	326	13	18	FAIR	MAPLE	FAIR	PRESERVED	483	18	18	MAPLE	FAIR	PRESERVED	640	9	18	OAK	FAIR	797	27	18	OAK	GOOD	PRESERVED	
13	13	MAPLE	FAIR	FAIR	170	23	18	MAPLE	FAIR	PRESERVED	327	10	18	MAPLE	FAIR	PRESERVED	484	10	18	WILLOW	FAIR	PRESERVED	641	8	18	OAK	FAIR	798	10	18	WILLOW	FAIR	PRESERVED		
14	29	BEECH	FAIR	PRESERVED	171	27	18	OAK	FAIR	PRESERVED	328	12	18	OAK	GOOD	PRESERVED	485	25	18	MAPLE	FAIR	PRESERVED	642	15	18	OAK	FAIR	799	42	21	OAK	FAIR	PRESERVED		
15	11	CHERRY	FAIR	PRESERVED	172	9	18	OAK	FAIR	PRESERVED	329	13	18	OAK	FAIR	PRESERVED	486	14	18	MAPLE	FAIR	PRESERVED	643	22	18	FAIR	MAPLE	FAIR	800	17	18	OAK	GOOD	PRESERVED	
16	10	MAPLE	FAIR	PRESERVED	173	24	18	MAPLE	POOR	PRESERVED	330	18	18	OAK	GOOD	PRESERVED	487	15	18	MAPLE	FAIR	PRESERVED	644	11	18	FAIR	ASH	DEAD	801	15	18	WILLOW	GOOD	PRESERVED	
17	19	FAIR	FAIR	PRESERVED	174	27	18	OAK	FAIR	PRESERVED	331	49	18	OAK	GOOD	PRESERVED	488	10	18	MAPLE	FAIR	PRESERVED	645	20	18	FAIR	ASH	DEAD	802	45	21	OAK	GOOD	PRESERVED	
18	9	ELM	GOOD	GOOD	175	11	18	OAK	FAIR	PRESERVED	332	17	18	OAK	GOOD	PRESERVED	489	18	18	MAPLE	FAIR	PRESERVED	646	21	18	FAIR	MAPLE	FAIR	803	14	18	ELM	FAIR	PRESERVED	
19	21	ELM	DEAD	REMOVE	176	11	18	ASH	FAIR	PRESERVED	333	25	18	OAK	FAIR	PRESERVED	490	10	18	MAPLE	FAIR	PRESERVED	647	24	18	FAIR	GOOD	804	14	18	OAK	FAIR	PRESERVED		
20	13	ELM	FAIR	PRESERVED	177	10	18	ELM	FAIR	PRESERVED	334	17	20	FAIR	BECH	GOOD	491	10	18	WILLOW	FAIR	PRESERVED	648	11	18	FAIR	POOR	805	14	18	BEECH	FAIR	PRESERVED		
21	10	MAPLE	FAIR	PRESERVED	178	11	18	OAK	FAIR	PRESERVED	335	12	18	FAIR	FAIR	PRESERVED	492	8	18	MAPLE	FAIR	PRESERVED	649	12	18	ASH	POOR	806	49	8	ELM	FAIR	PRESERVED		
22	11	ELM	DEAD	REMOVE	179	13	18	FAIR	HICKORY	FAIR	PRESERVED	336	8	18	OAK	FAIR	PRESERVED	493	11	18	MAPLE	FAIR	PRESERVED	650	11	18	OAK	FAIR	807	25	18	OAK	FAIR	PRESERVED	
23	10	OAK	FAIR	PRESERVED	180	14	18	OAK	FAIR	PRESERVED	337	14	18	OAK	FAIR	PRESERVED	494	15	18	MAPLE	FAIR	PRESERVED	651	11	18	FAIR	ASH	DEAD	808	14	18	WILLOW	GOOD	PRESERVED	
24	8	OAK	FAIR	REMOVE	181	8	18	ASH	FAIR	PRESERVED	338	14	18	ASH	DEAD	PRESERVED	495	13	18	MAPLE	FAIR	PRESERVED	652	9	18	FAIR	ASH	DEAD	809	14	11	POOR	BEECH	FAIR	PRESERVED
25	11	ELM	POOR	REMOVE	182	8	18	ELM	FAIR	PRESERVED	339	8	18	MAPLE	DEAD	PRESERVED	496	14	18	MAPLE	FAIR	PRESERVED	653	8	18	FAIR	DEAD	810	16	18	OAK	FAIR	PRESERVED		
26	29	ASH	FAIR	REMOVE	183	14	18	ASH	FAIR	PRESERVED	340	14	18	ASH	DEAD	PRESERVED	497	14	18	ASH	POOR	REMOVE	654	15	18	ELM	FAIR	811	10	18	WILLOW	FAIR	PRESERVED		
27	8	ASH	FAIR	FAIR	184	28	18	OAK	DEAD	PRESERVED	341	8	18	OAK	FAIR	PRESERVED	498	14	18	ASH	REMOVE	REMOVE	655	17	18	FAIR	ASH	DEAD	812	14	18	ELM	FAIR	PRESERVED	
28	18	OAK	FAIR	REMOVE	185	9	18	OAK	FAIR	PRESERVED	342	18	18	FAIR	MAPLE	FAIR	499	14	18	MAPLE	FAIR	PRESERVED	656	8	18	ELM	FAIR	813	56	9	ELM	FAIR	PRESERVED		
29	9	MAPLE	FAIR	REMOVE	186	13	18	ASH	POOR	PRESERVED	343	11	18	OAK	FAIR	PRESERVED	500	11	18	MAPLE	FAIR	PRESERVED	657	12	18	ASH	DEAD	814	25	18	MAPLE	FAIR	PRESERVED		
30	10	MAPLE	FAIR	REMOVE	187	8	18	OAK	POOR	PRESERVED	344	10	18	MAPLE	FAIR	PRESERVED	501	11	18	MAPLE	FAIR	PRESERVED	658	15	18	FAIR	MAPLE	FAIR	815	16	18	WILLOW	GOOD	PRESERVED	
31	38	ASH	FAIR	POOR	188	14	18	OAK	FAIR	PRESERVED	345	14	18	OAK	FAIR	PRESERVED	502	12	18	MAPLE	FAIR	PRESERVED	659	11	18	FAIR	ELM	FAIR	816	12	18	MAPLE	FAIR	PRESERVED	
32	10	OAK	FAIR	FAIR	189	10	18	OAK	FAIR	PRESERVED	346	20	18	OAK	FAIR	PRESERVED	503	25	18	MAPLE	FAIR	PRESERVED	660	11	18	FAIR	ASH	POOR	817	11	18	BEECH	FAIR	PRESERVED	
33	15	MAPLE	FAIR	REMOVE	190	9	18	OAK	POOR	PRESERVED	347	13	18	OAK	FAIR	PRESERVED	504	11	18	WILLOW	FAIR	PRESERVED	661	22	18	FAIR	POOR	818	11	18	BEECH	FAIR	PRESERVED		
34	8	MAPLE	FAIR	PRESERVED	191	23	18	OAK	DEAD	PRESERVED	348	19	18	OAK	FAIR	PRESERVED	505	11	18	WILLOW	FAIR	PRESERVED	662	9	18	FAIR	HICKORY	FAIR	819	10	18	BEECH	GOOD	PRESERVED	
35	14	ASH	DEAD	REMOVE	192	13	18	FAIR	FAIR	PRESERVED	349	13	18	FAIR	POOR	PRESERVED	506	10	18	MAPLE	FAIR	PRESERVED	663	21	18	WILLOW	FAIR	820	41	18	POOR	POOR	PRESERVED		
36	11	ASH	POOR	REMOVE	193	18	18	OAK	FAIR	GOOD	350	24	18	FAIR	COTTONWOOD	FAIR	507	8	18	MAPLE	FAIR	PRESERVED	664	11	18	OAK	FAIR	821	18	18	COTTONWOOD	FAIR	PRESERVED		
37	10	OAK	FAIR	PRESERVED	194	10	18	OAK	FAIR	PRESERVED	351	10	18	MAPLE	FAIR	PRESERVED	508	17	18	MAPLE	FAIR	PRESERVED	665	21	18	FAIR	ASH	DEAD	822	14	18	OAK	GOOD	PRESERVED	
38	15	MAPLE	FAIR	PRESERVED	195	16	18	ASH	DEAD	PRESERVED	352	25	18	OAK	FAIR	PRESERVED	509	39	18	MAPLE	GOOD	REMOVE	666	23	18	HICKORY	FAIR	823	13	18	WILLOW	FAIR	PRESERVED		
39	32	ASH	POOR	PRESERVED	196	15	18	OAK	GOOD	PRESERVED	353	16	18	MAPLE	FAIR	PRESERVED	510	10	18	MAPLE	FAIR	PRESERVED	667	11	18	OAK	FAIR	824	16	18	MAPLE	GOOD	PRESERVED		
40	8	MAPLE	FAIR	PRESERVED	197	10	18	OAK	FAIR	PRESERVED	354	10	18	ELM	FAIR	PRESERVED	511	10	18	OAK	FAIR	PRESERVED	668	13	18	FAIR	POOR	825	32	18	REE	DEAD	PRESERVED		
41	13	MAPLE	FAIR	PRESERVED	198	10	18	MAPLE	GOOD	PRESERVED	355	24	18	MAPLE	FAIR	PRESERVED	512	10	18	MAPLE	FAIR	PRESERVED	669	13	18	OAK	FAIR	826	4	18	ASH	FAIR	PRESERVED		
42	13	ASH	POOR	PRESERVED	199	38	18	OAK	GOOD	PRESERVED	356	43	18	GOOD	GOOD	PRESERVED	513	13	18	OAK	FAIR	PRESERVED	670	10	18	OAK	FAIR	827	10	18	WILLOW	FAIR	PRESERVED		
43	33	ASH	POOR	PRESERVED	200	10	18	BEECH	FAIR	PRESERVED	357	18	18	FAIR	BEECH	FAIR	514	15	18	OAK	FAIR	PRESERVED	671	13	18	OAK	FAIR	828	18	18	COTTONWOOD	FAIR	PRESERVED		
44	9	ASH	POOR	PRESERVED	201	10	18	MAPLE	FAIR	PRESERVED	358	18	18	MAPLE	FAIR	PRESERVED	515	16	18	MAPLE	GOOD	PRESERVED	672	16	18	OAK	GOOD	829	16	18	MAPLE	GOOD	PRESERVED		
45	9	ASH	POOR	PRESERVED	202	11	18	ASH	POOR	PRESERVED	359	15	18	DEAD	ASH	POOR	516	10	18	DEAD	ASH	POOR	673	11	18	OAK	FAIR	830	16	18	WILLOW	FAIR	PRESERVED		
46	15	OAK	FAIR	PRESERVED	203	13	18	OAK	GOOD	PRESERVED	360	17	18	OAK	FAIR	PRESERVED	517	10	18	OAK	FAIR	PRESERVED	674	15	18	OAK	FAIR	831	16	18	MAPLE	GOOD	PRESERVED		
47	11	OAK	FAIR	PRESERVED	204	9	18	OAK	FAIR	PRESERVED	361	18	18	OAK	FAIR	PRESERVED	518	16	18	OAK	FAIR	PRESERVED	675	25	18	MAPLE	GOOD	832	11	18	WILLOW	FAIR	PRESERVED		
48	12	WILLOW	FAIR	PRESERVED	205	14	18	DEAD	DEAD	PRESERVED	362	14	18	DEAD	OAK	FAIR	519	14	18	DEAD	OAK	FAIR	676	13	18	FAIR	WILLOW	833	14	18	WILLOW	FAIR	PRESERVED		
49	15	OAK	FAIR	PRESERVED	206	18	18	GOOD	GOOD	PRESERVED	363	17	18	FAIR	POOR	PRESERVED	520	21	18	OAK	FAIR	PRESERVED	677	13	18	HICKORY	FAIR	834	27	8	WILLOW	FAIR	PRESERVED		
50	9	COAGE ORANGE	FAIR	PRESERVED	207	11	18	BEECH	FAIR	PRESERVED	364	4																							

941	8	OAK	FAIR	PRESERVED	1099	8	MAPLE	FAIR	PRESERVED	1356	13	COTTONWOOD	GOOD	PRESERVED	1413	17	OAK	GOOD	PRESERVED
942	13	COTTONWOOD	GOOD	PRESERVED	1100	9	MAPLE	FAIR	PRESERVED	1357	11	ASH	DEAD	PRESERVED	1414	14	MAPLE	FAIR	PRESERVED
943	10	COTTONWOOD	GOOD	PRESERVED	1101	13	COTTONWOOD	FAIR	PRESERVED	1358	10	WILLOW	FAIR	PRESERVED	1415	13	MAPLE	FAIR	PRESERVED
944	14	SYCAMORE	GOOD	PRESERVED	1102	10	WILLOW	FAIR	PRESERVED	1359	105	COTTONWOOD	FAIR	PRESERVED	1416	11	MAPLE	FAIR	PRESERVED
945	11	SYCAMORE	GOOD	PRESERVED	1103	10	MAPLE	FAIR	PRESERVED	1360	18	ASH	DEAD	PRESERVED	1417	8	ASH	DEAD	PRESERVED
946	10		FAIR	PRESERVED	1104	12	ASH	DEAD	PRESERVED	1361	16	MAPLE	FAIR	PRESERVED	1418	11	MAPLE	GOOD	PRESERVED
947	22	COTTONWOOD	FAIR	PRESERVED	1105	14	OAK	FAIR	PRESERVED	1362	105	FAIR	FAIR	PRESERVED	1419	21	MAPLE	GOOD	PRESERVED
948	13	COTTONWOOD	FAIR	PRESERVED	1106	11	MAPLE	FAIR	PRESERVED	1363	11	MAPLE	FAIR	PRESERVED	1420	16	MAPLE	FAIR	PRESERVED
949	10	COTTONWOOD	FAIR	PRESERVED	1107	8	ELM	FAIR	PRESERVED	1364	11	MAPLE	FAIR	PRESERVED	1421	13	MAPLE	GOOD	PRESERVED
950	8	WILLOW	FAIR	PRESERVED	1108	8	POOR	FAIR	PRESERVED	1365	12	POOR	FAIR	PRESERVED	1422	13	FAIR	FAIR	PRESERVED
951	10	ELM	FAIR	PRESERVED	1109	13	MAPLE	GOOD	PRESERVED	1366	10	ASH	DEAD	PRESERVED	1423	16	MAPLE	FAIR	PRESERVED
952	13	BEECH	FAIR	PRESERVED	1110	21	MAPLE	FAIR	PRESERVED	1367	13	MAPLE	GOOD	PRESERVED	1424	14	SYCAMORE	GOOD	PRESERVED
953	13	COTTONWOOD	FAIR	PRESERVED	1111	14	WILLOW	GOOD	PRESERVED	1368	11	MAPLE	FAIR	PRESERVED	1425	11	ASH	DEAD	PRESERVED
954	8	CATAUJA	FAIR	PRESERVED	1112	14	ASH	POOR	PRESERVED	1369	21	MAPLE	FAIR	PRESERVED	1426	32	MAPLE	FAIR	PRESERVED
955	12	MAPLE	FAIR	PRESERVED	1113	8	BEECH	FAIR	PRESERVED	1370	18	MAPLE	FAIR	PRESERVED	1427	11	ASH	DEAD	PRESERVED
956	14	OAK	GOOD	PRESERVED	1114	14	BEECH	FAIR	PRESERVED	1371	11	MAPLE	FAIR	PRESERVED	1428	21	ASH	FAIR	PRESERVED
957	18	WILLOW	FAIR	PRESERVED	1115	11	FAIR	FAIR	PRESERVED	1372	14	MAPLE	FAIR	PRESERVED	1429	14	FAIR	FAIR	PRESERVED
958	18	OAK	GOOD	PRESERVED	1116	16	WILLOW	FAIR	PRESERVED	1373	16	MAPLE	GOOD	PRESERVED	1430	32	MAPLE	FAIR	PRESERVED
959	11	OAK	FAIR	PRESERVED	1117	10	WILLOW	FAIR	PRESERVED	1374	11	MAPLE	FAIR	PRESERVED	1431	11	MAPLE	FAIR	PRESERVED
960	11	COTTONWOOD	GOOD	PRESERVED	1118	10	MAPLE	FAIR	PRESERVED	1375	11	MAPLE	FAIR	PRESERVED	1432	13	MAPLE	FAIR	PRESERVED
961	14	ELM	DEAD	PRESERVED	1119	8	ELM	FAIR	PRESERVED	1376	11	ASH	DEAD	PRESERVED	1433	21	MAPLE	GOOD	PRESERVED
962	11	COTTONWOOD	FAIR	PRESERVED	1120	11	MAPLE	FAIR	PRESERVED	1377	21	MAPLE	GOOD	PRESERVED	1434	8	MAPLE	FAIR	PRESERVED
963	11	WILLOW	FAIR	PRESERVED	1121	8	OAK	FAIR	PRESERVED	1378	12	MAPLE	GOOD	PRESERVED	1435	16	OAK	FAIR	PRESERVED
964	11	COTTONWOOD	FAIR	PRESERVED	1122	8	ELM	FAIR	PRESERVED	1379	11	FAIR	GOOD	PRESERVED	1436	11	WALNUT	FAIR	PRESERVED
965	10	WILLOW	FAIR	PRESERVED	1123	8	ELM	FAIR	PRESERVED	1380	9	ELM	FAIR	PRESERVED	1437	13	COTTONWOOD	GOOD	PRESERVED
966	11	MAPLE	FAIR	PRESERVED	1124	8	ASH	DEAD	PRESERVED	1381	9	ASH	FAIR	PRESERVED	1438	8	WILLOW	FAIR	PRESERVED
967	21	OAK	GOOD	PRESERVED	1125	11	OAK	GOOD	PRESERVED	1382	11	MAPLE	FAIR	PRESERVED	1439	14	OAK	GOOD	PRESERVED
968	8	CATAUJA	FAIR	PRESERVED	1126	11	FAIR	FAIR	PRESERVED	1383	14	MAPLE	FAIR	PRESERVED	1440	14	OAK	GOOD	PRESERVED
969	11	OAK	FAIR	PRESERVED	1127	25	MAPLE	GOOD	PRESERVED	1384	10	MAPLE	FAIR	PRESERVED	1441	16	COTTONWOOD	GOOD	REMOVE
970	17	MAPLE	GOOD	PRESERVED	1128	16	COTTONWOOD	GOOD	PRESERVED	1385	11	MAPLE	GOOD	PRESERVED	1442	11	OAK	FAIR	REMOVE
971	11	MAPLE	FAIR	PRESERVED	1129	16	FAIR	GOOD	PRESERVED	1386	11	MAPLE	FAIR	PRESERVED	1443	13	MAPLE	FAIR	REMOVE
972	12	WILLOW	FAIR	PRESERVED	1130	11	COTTONWOOD	FAIR	PRESERVED	1387	13	COTTONWOOD	FAIR	PRESERVED	1444	13	MAPLE	FAIR	REMOVE
973	12	WILLOW	GOOD	PRESERVED	1131	13	COTTONWOOD	FAIR	PRESERVED	1388	6	ASH	DEAD	PRESERVED	1445	12	MAPLE	FAIR	REMOVE
974	10	WILLOW	FAIR	PRESERVED	1132	13	COTTONWOOD	FAIR	PRESERVED	1389	11	COTTONWOOD	FAIR	PRESERVED	1446	12	ASH	POOR	REMOVE
975	14	CHERRY	FAIR	PRESERVED	1133	13	FAIR	FAIR	PRESERVED	1390	27	OAK	GOOD	PRESERVED	1447	27	OAK	GOOD	REMOVE
976	11	CHERRY	FAIR	PRESERVED	1134	10	ASH	DEAD	PRESERVED	1391	14	COTTONWOOD	GOOD	PRESERVED	1448	14	OAK	FAIR	PRESERVED
977	11	CHERRY	FAIR	PRESERVED	1135	10	ASH	DEAD	PRESERVED	1392	11	COTTONWOOD	FAIR	PRESERVED	1449	12	FAIR	FAIR	PRESERVED
978	11	WILLOW	FAIR	PRESERVED	1136	10	DEAD	PRESERVED	PRESERVED	1393	10	COTTONWOOD	FAIR	PRESERVED	1450	16	FAIR	DEAD	PRESERVED
979	11	CHERRY	FAIR	PRESERVED	1137	10	MAPLE	FAIR	PRESERVED	1394	11	COTTONWOOD	GOOD	PRESERVED	1451	11	MAPLE	FAIR	PRESERVED
980	14	COTTONWOOD	FAIR	PRESERVED	1138	11	MAPLE	GOOD	PRESERVED	1395	11	GOOD	FAIR	PRESERVED	1452	11	ELM	FAIR	PRESERVED
981	14	COTTONWOOD	FAIR	PRESERVED	1139	10	MAPLE	FAIR	PRESERVED	1396	11	MAPLE	GOOD	PRESERVED	1453	14	COTTONWOOD	GOOD	PRESERVED
982	16	ELM	FAIR	PRESERVED	1140	11	DEAD	FAIR	PRESERVED	1397	14	MAPLE	GOOD	PRESERVED	1454	14	COTTONWOOD	FAIR	PRESERVED
983	14	ASH	DEAD	PRESERVED	1141	21	COTTONWOOD	FAIR	PRESERVED	1398	12	MAPLE	FAIR	PRESERVED	1455	11	OAK	FAIR	PRESERVED
984	18	ASH	DEAD	PRESERVED	1142	13	MAPLE	GOOD	PRESERVED	1399	16	MAPLE	FAIR	PRESERVED	1456	12	COTTONWOOD	GOOD	PRESERVED
985	14	ASH	DEAD	PRESERVED	1143	13	MAPLE	GOOD	PRESERVED	1400	14	ASH	POOR	PRESERVED	1457	11	POOR	FAIR	PRESERVED
986	14	MAPLE	FAIR	PRESERVED	1144	17	MAPLE	FAIR	PRESERVED	1401	14	ASH	DEAD	PRESERVED	1458	11	COTTONWOOD	FAIR	PRESERVED
987	14	WILLOW	FAIR	PRESERVED	1145	18	MAPLE	GOOD	PRESERVED	1402	13	ASH	DEAD	PRESERVED	1459	16	MAPLE	GOOD	PRESERVED
988	14	WILLOW	FAIR	PRESERVED	1146	10	MAPLE	POOR	PRESERVED	1403	13	MAPLE	FAIR	PRESERVED	1460	14	WILLOW	FAIR	PRESERVED
989	10	MAPLE	FAIR	PRESERVED	1147	10	DEAD	GOOD	PRESERVED	1404	14	MAPLE	FAIR	PRESERVED	1461	8	FAIR	GOOD	PRESERVED
990	10	ASH	DEAD	PRESERVED	1148	11	MAPLE	FAIR	PRESERVED	1405	13	MAPLE	FAIR	PRESERVED	1462	19	MAPLE	FAIR	PRESERVED
991	17	MAPLE	FAIR	PRESERVED	1149	11	MAPLE	FAIR	PRESERVED	1406	10	ASH	POOR	PRESERVED	1463	11	COTTONWOOD	GOOD	PRESERVED
992	14	OAK	FAIR	PRESERVED	1150	16	MAPLE	FAIR	PRESERVED	1407	10	COTTONWOOD	GOOD	PRESERVED	1464	10	OAK	FAIR	PRESERVED
993	13	BEECH	FAIR	PRESERVED	1151	10	ELM	FAIR	PRESERVED	1408	15	MAPLE	GOOD	PRESERVED	1465	8	MAPLE	FAIR	PRESERVED
994	9	ELM	FAIR	PRESERVED	1152	8	FAIR	DEAD	PRESERVED	1409	13	MAPLE	FAIR	PRESERVED	1466	16	MAPLE	FAIR	PRESERVED
995	9	FAIR	DEAD	PRESERVED	1153	8	ASH	DEAD	PRESERVED	1410	13	ASH	DEAD	PRESERVED	1467	16	MAPLE	FAIR	PRESERVED
996	16	MAPLE	FAIR	PRESERVED	1154	8	FAIR	DEAD	PRESERVED	1411	11	ELM	DEAD	PRESERVED	1468	12	COTTONWOOD	FAIR	PRESERVED
997	16	MAPLE	FAIR	PRESERVED	1155	13	MAPLE	FAIR	PRESERVED	1412	11	COTTONWOOD	FAIR	PRESERVED	1469	13	MAPLE	FAIR	PRESERVED
998	16	MAPLE	FAIR	PRESERVED	1156	11	ELM	GOOD	PRESERVED	1413	14	COTTONWOOD	GOOD	PRESERVED	1470	21	MAPLE	FAIR	PRESERVED
999	11	BEECH	GOOD	PRESERVED	1157	11	ASH	GOOD	PRESERVED	1414	11	COTTONWOOD	GOOD	PRESERVED	1471	16	COTTONWOOD	FAIR	PRESERVED
1000	11	MAPLE	FAIR	PRESERVED	1158	11	WILLOW	FAIR	PRESERVED	1415	9	ASH	DEAD	PRESERVED	1472	11	COTTONWOOD	FAIR	PRESERVED
1001	11	MAPLE	FAIR	PRESERVED	1159	9	ELM	FAIR	PRESERVED	1416	15	COTTONWOOD	GOOD	PRESERVED	1473	11	COTTONWOOD	FAIR	PRESERVED
1002	25	ASH	DEAD	PRESERVED	1160	11	FAIR	FAIR	PRESERVED	1417	8	MAPLE	FAIR	PRESERVED	1474	11	COTTONWOOD	FAIR	PRESERVED
1003	19	MAPLE	GOOD	PRESERVED	1161	12	GOOD	GOOD	PRESERVED	1418	11	COTTONWOOD	FAIR	PRESERVED	1475	11	FAIR	FAIR	PRESERVED
1004	21	MAPLE	GOOD	PRESERVED	1162	14	COTTONWOOD	FAIR	PRESERVED	1419	11	ASH	POOR	PRESERVED	1476	16	COTTONWOOD	GOOD	PRESERVED
1005	8	WILLOW	FAIR	PRESERVED	1163	10	COTTONWOOD	FAIR	PRESERVED	1420	8	ASH	DEAD	PRESERVED	1477	11	COTTONWOOD	FAIR	PRESERVED
1006	8	WILLOW	GOOD	PRESERVED	1164	10	MAPLE	FAIR	PRESERVED	1421	26	ASH	POOR	PRESERVED	1478	11	MAPLE	FAIR	PRESERVED
1007	17	COTTONWOOD	FAIR	PRESERVED	1165	10	MAPLE	FAIR	PRESERVED	1422	10	COTTONWOOD	FAIR	PRESERVED	1479	11	COTTONWOOD	GOOD	PRESERVED
1008	17	COTTONWOOD	FAIR	PRESERVED	1166	11	ASH	DEAD	PRESERVED	1423	11	COTTONWOOD	FAIR	PRESERVED	1480	11	COTTONWOOD	FAIR	PRESERVED
1009	11	COTTONWOOD	FAIR	PRESERVED	1167	11	ASH	DEAD	PRESERVED	1424	11	COTTONWOOD	FAIR	PRESERVED	1481	8	FAIR	GOOD	PRESERVED
1010	16	COTTONWOOD	GOOD	PRESERVED	1168	11	MAPLE	FAIR	PRESERVED	1425	18	BEECH	GOOD	PRESERVED	1482	8	COTTONWOOD	FAIR	PRESERVED
1011	16	ELM	GOOD	PRESERVED	1169	13	FAIR	GOOD	PRESERVED	1426	11	OAK	GOOD	PRESERVED	1483	11	COTTONWOOD	GOOD	PRESERVED
1012	11	MAPLE	FAIR	PRESERVED	1170	10	COTTONWOOD	FAIR	PRESERVED	1427	11	MAPLE	FAIR	PRESERVED	1484	14	MAPLE	GOOD	PRESERVED
1013	16	OAK	FAIR	PRESERVED	1171	10	MAPLE	FAIR	PRESERVED	1428	10	FAIR	GOOD	PRESERVED	1485	10	MAPLE	FAIR	PRESERVED
1014	4	OAK	FAIR	PRESERVED	1172	13	COTTONWOOD	GOOD	PRESERVED	1429	10	COTTONWOOD	GOOD	PRESERVED	1486	10	COTTONWOOD	FAIR	PRESERVED
1015	9	ELM	FAIR	PRESERVED	1173	11	COTTONWOOD	GOOD	PRESERVED	1430	11	MAPLE	FAIR	PRESERVED	1487	11	COTTONWOOD	FAIR	PRESERVED
1016	8	WILLOW	FAIR	PRESERVED	1174	14	MAPLE	GOOD	PRESERVED	1431	16	MAPLE	GOOD	PRESERVED	1488	11	COTTONWOOD	FAIR	PRESERVED
1017	12	MAPLE	FAIR	PRESERVED	1175	11	OAK	GOOD	PRESERVED	1432	11	WILLOW	FAIR	PRESERVED	1489	9	WILLOW	FAIR	PRESERVED
1018	11	MAPLE	FAIR	PRESERVED	1176	11	FAIR	GOOD	PRESERVED	1433	11	MAPLE	GOOD	PRESERVED	1490	11	COTTONWOOD	FAIR	PRESERVED
1019	11	MAPLE	FAIR	PRESERVED	1177	21	COTTONWOOD	FAIR	PRESERVED	1434	11	MAPLE	GOOD	PRESERVED	1491	11	COTTONWOOD	FAIR	PRESERVED
1020	12	ELM	FAIR	PRESERVED	1178	8	FAIR	FAIR	PRESERVED	1435	11	MAPLE	GOOD	PRESERVED	1492	11	COTTONWOOD	FAIR	PRESERVED
1021	18	ELM	FAIR	PRESERVED	1179	8	ASH	DEAD	PRESERVED	1436	14	MAPLE	GOOD	PRESERVED	1493	11	MAPLE	FAIR	PRESERVED
1022	16	ASH	DEAD	PRESERVED	1180	13	COTTONWOOD	FAIR	PRESERVED	1437	14	MAPLE	GOOD	PRESERVED	14				

**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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The Maple Street Collection



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

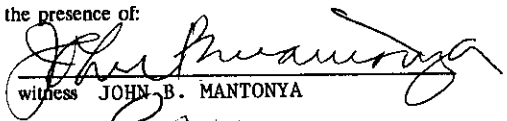
Subject to the following: The lien of any taxes and assessments not now due and payable; zoning ordinances and regulations; legal highways; and restrictions, conditions, reservations and easements of record.

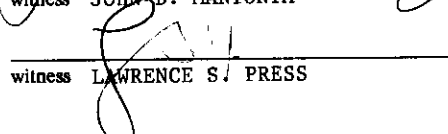
Prior Instrument Reference: Deed Book 794, page 146, Deed Book 794, page 153 and Deed Book 794, page 158, Licking County, Ohio Records.

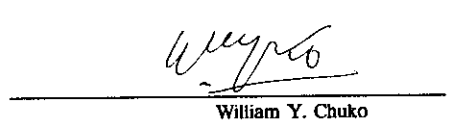
Grantor(s) releases all rights of dower herein.

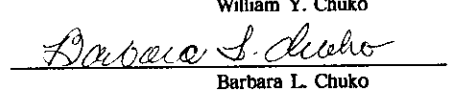
WITNESS their hands this 3rd day of May, 1994.

SIGNED AND ACKNOWLEDGED
in the presence of:


witness JOHN B. MANTONYA


witness LAWRENCE S. PRESS

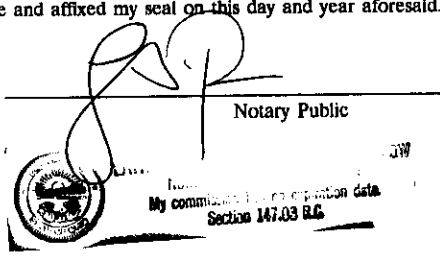


William Y. Chuko


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 $88^{\circ} 22' 38''$ 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 $88^{\circ} 02' 31''$ East, continuing along said northerly line of Lot 22 and said existing fence line, 368.64 feet to an iron pin;

Thence South $88^{\circ} 47' 44''$ 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 $0^{\circ} 41' 39''$ West, 647.53 feet to a post; and South $1^{\circ} 07' 07''$ 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 $88^{\circ} 16' 00''$ West, 575.68 feet to a point; and North $88^{\circ} 20' 59''$ West, 373.97 feet to a point;

Thence North $1^{\circ} 19' 50''$ 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 $88^{\circ} 21' 40''$ 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 $0^{\circ} 28' 59''$ West, passing along the westerly line of said McMurray property and passing along an existing fence line, 161.64 feet to an iron pin;

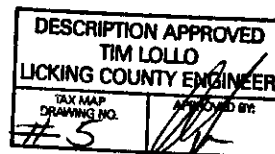
Thence North $89^{\circ} 00' 37''$ West, passing along an existing fence line and along the northerly line of Besse's Addition to Summit Station, passing an existing iron pin at 367.39 feet and an iron pin at 520.88 feet, a total distance of 545.88 feet to a point in the said centerline of County Road 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 $0^{\circ} 47' 34''$ East, 1015.15 feet to a point; and North $1^{\circ} 32' 55''$ 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 *9:00* 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

**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**

**Kamala & Basnet Acharya
101 Windward Dr.
Pataskala, OH 43062**

**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**

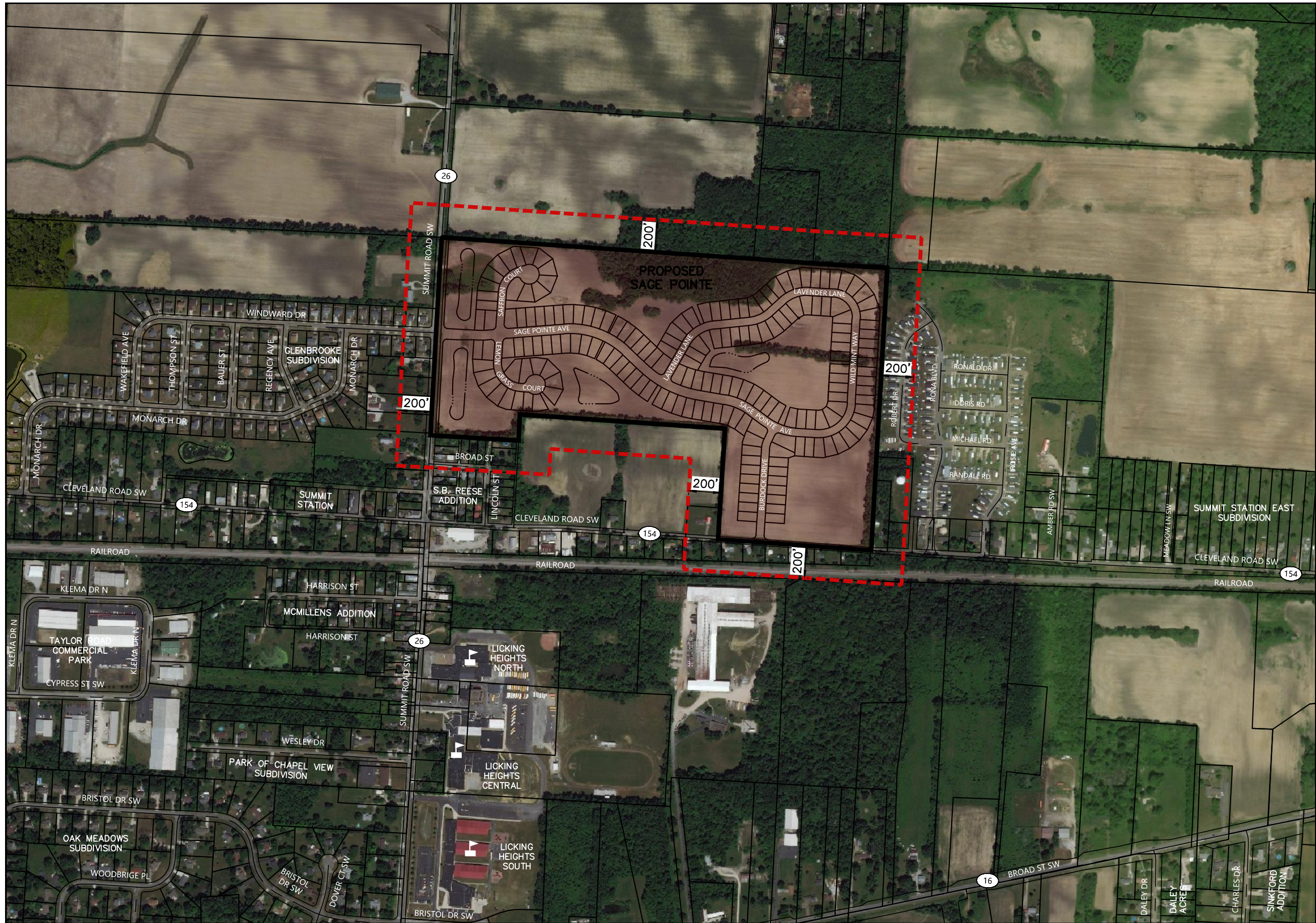
**Tammy Britt
13697 Cleveland Rd. SW
Pataskala, OH 43062**

**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**

Z:\18-004-644\DWG\PRODUCTION DRAWINGS\EXHIBIT\ Preliminary Plan Area Map.dwg Layout1 Mar 03, 2020 - 2:31:17pm jary



GRAPHIC SCALE
0 300 600
1 INCH = 600 FEET

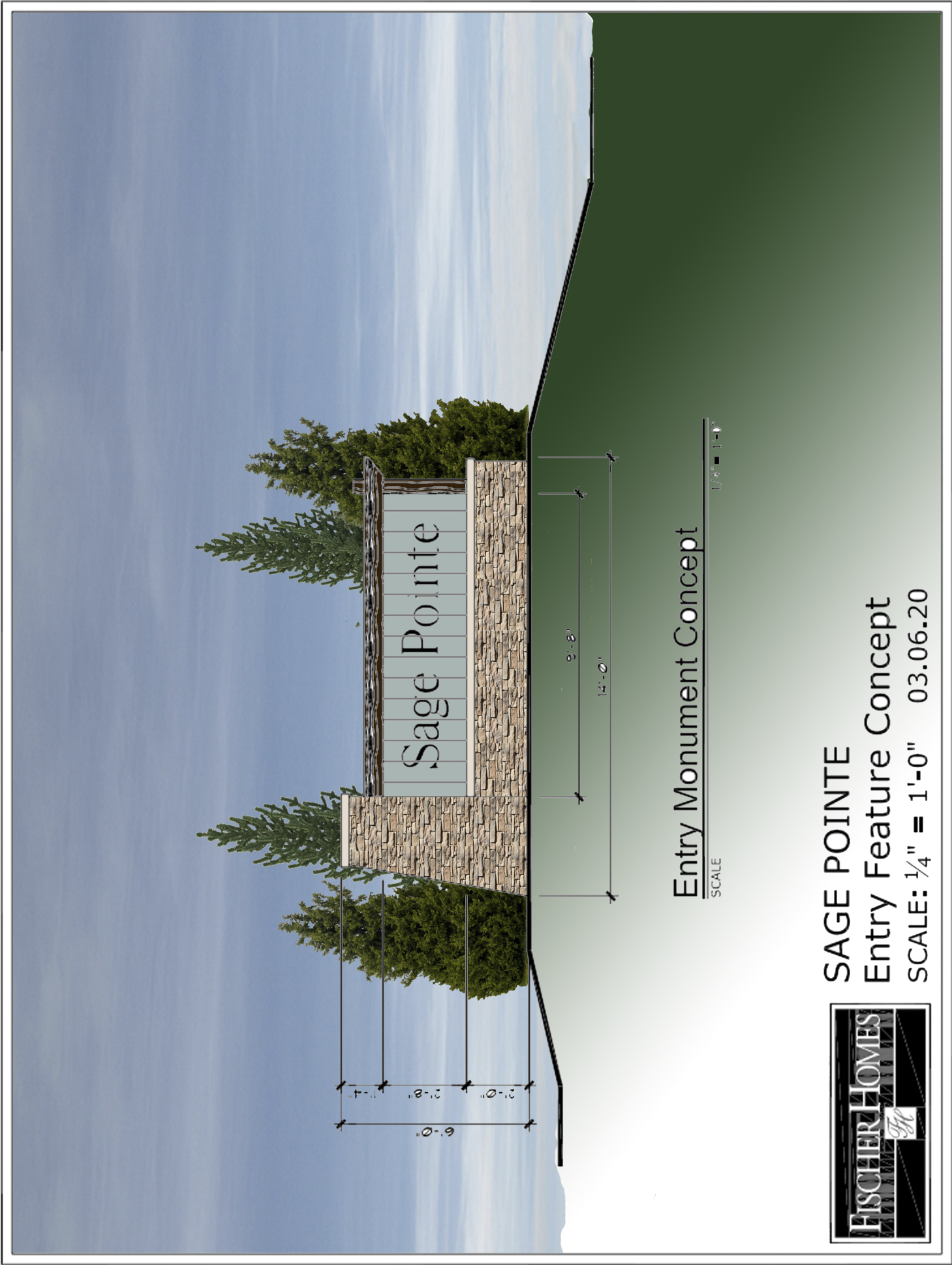
CITY OF PATASKALA, LICKING COUNTY, OHIO PRELIMINARY PLAN AREA MAP FOR SAGE POINTE	
PLAN PREPARED BY:  ADVANCED CIVIL DESIGN ENGINEERS SURVEYORS	
422 Beecher Road Gahanna, Ohio 43230 ph 614.428.7700 fax 614.428.7755	SCALE: 1" = 600' DATE: MARCH 5, 2020
SHEET 1 / 1	

MEMO

Date: March 4, 2020
Re: Sage Pointe Preliminary Plan/Zoning Plan – 18-0004-644
Attn: Amanda Webb, Jason Wisniewski, Tim Brader, Michael Kady, Connie Klema
From: David Denniston

Following is a summary of the items that I can recall that we have changed throughout the various iterations of this project, mostly in response to comments received from the various City of Pataskala entities involved in the review and approval process.

1. Provided 15' of additional right-of-way along the east side of Summit Road
2. Modified dimensions of entry signage and modified it from hanging to monument style
3. Moved landscape buffers from east of the retention basins along Summit Road to the west side of the basins, adjacent to the Summit Road right-of-way
4. Revised street tree spacing from 50' on center to 30' on center
5. Enlarged stormwater management facilities on this project to account for previous inaccuracies and undersizing in downstream design calculations and stormwater facilities (by others) and to assist with attempting to alleviate current downstream drainage issues that the City is encountering
6. Eliminated 2 eyebrows and increased all centerline radii to a minimum of 150'
7. Increased the minimum cul-de-sac radii from the City's required 40' to the minimum 48' dictated by West Licking Fire Department
8. Shortened Saffron Cove Court and Lemon Grass Court to 500'
9. Revised cul-de-sac layouts to provide 25' of open space/tree preservation between rear of lots and perimeter property lines
10. Removed stub streets to the north and the south property lines
11. Widened Sage Pointe Avenue right-of-way and pavement from Saffron Cove Court/Lemon Grass Court to Burdock Drive from 50'/28' to 60'/33'
12. Changed emergency access only to full access street connection to Cleveland Road
13. Included a 12" water main connection to the Southwest Licking Community Water and Sewer District elevated water tank site
14. Reduced number of lots from original Concept Plan submittal to the current layout from 211 to 183
15. Increased side yard setback from 5' minimum to 8' minimum for a total of 16' between homes
16. Increased the common open space area to 39.9% of the property, excluding those areas reserved for stormwater management facilities.
17. Maximized the number of homes backing to open space at 173 of 183
18. Relinquished commitment to dedicate 10 acres to the Licking Heights School District and included that acreage into the overall layout of the project
19. Added Residential Architecture Standards with which Sage Pointe homes will be required to comply



Entry Monument Concept

SCALE

1/4" = 1'-0"

SAGE POINTE
Entry Feature Concept
SCALE: 1/4" = 1'-0" 03.06.20



