



## CITY OF PATASKALA PLANNING AND ZONING COMMISSION

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

### STAFF REPORT

August 4, 2021

#### Replat Application REP-21-005

<b>Applicant:</b>	Maronda Homes Inc. of Ohio – Attn: Todd Lippschutz
<b>Owner:</b>	Maronda Homes Inc. of Ohio
<b>Location:</b>	Homesteads of the Border Place, Section 3, Part 1 & 2 (Summit Road SW)
<b>Acreage:</b>	40.4 +/- acres
<b>Zoning:</b>	PDD – Planned Development District
<b>Request:</b>	Requesting approval of a replat pursuant to Section 1113.48 of the Pataskala Code for Section 3, Parts 1 & 2 of the Homesteads of the Border Place subdivision.

#### Description of the Request:

The Applicant is proposing to Replat Section 3, Parts 1 and 2 of the Homesteads of the Border Place subdivision totaling 100 lots. Pursuant to Section 1113.42 of the Pataskala Code, alterations to an existing plat require a Replat to be approved by the Planning and Zoning Commission.

#### Staff Summary:

Homesteads of the Border Place is a Planned Development District residential subdivision west of Summit Road SW and south of Broad Street. The subdivision was approved in 1998 with a total of 312 lots, with Section 3, Parts 1 and 2 consisting of 100 lots being platted and recorded in 2005. However, Section 3 was never built. Prior to the adoption of the current Pataskala Subdivision Code (2018), the development process for a subdivision had Developer plat a proposed subdivision prior to the construction of public improvements, which is why this 100-lot subdivision with no roads, utilities, or homes exists as it does today, save for a sanitary sewer line that runs throughout the existing right-of-way for the future extension of Wagon Avenue, and out to the east connecting to Broadmoore Commons. For that reason, the lots Along Wagon Avenue have not changed in order to maintain this sewer connection to Broadmoore Commons. Additionally, the original name of the street “Giddy Up Avenue” has been changed to “Saddle Avenue”.

The Applicant has picked up the project again, however, the City’s engineering standards have changed since the subdivision was originally platted in 2005, requiring revised lot lines and easements, and a larger retention pond in the reserve area. Additionally, there are currently some designated wetland areas on the property that did not exist in 2005. To accommodate these changes, the Developer is requesting a Replat. The Construction Plans for Section 3, Parts 1 and 2 (CON-20-002) have already been approved by the Public Service Director, City Engineer, and Southwest Licking Sewer and Water District pursuant to the current Pataskala Subdivision Code. Part 1 will consist of 46 lots, and Part 2 will consist of 54 lots.

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

Planning and Zoning Department:

There is an existing 100-foot wide Electric Easement through some of the lots in Section 3, Parts 1 and 2. The easement is 50-feet inside the rear of Lots 154-A through 161-A, 162-A through 175-A, 145-A and a portion of 144-A's side yard in Part 1. In Part 2, it is 50-feet inside the rear of the yards of 176-A and 177-A, then tapering off to the east reducing in width through lots 178-A through 180-A. In previous communications with American Electric Power, they will not permit any structures whatsoever to be built within their easements. However, the City only allows fences to be built within most easements, and the City must approve a permit application if it meets our requirements. In order to avoid any confusion for future property owners, Staff would like additional language to be placed on the Plat stating that no structures shall be built within the existing electric easement that is present on the lots mentioned above.

Section 3, Part 1:

- Page 2 of 3: "Ex. Wagon Ave." should be "Ex. Silo St."

Section 3, Part 2:

- Pursuant to Section 1113.39(k) of the Pataskala Code the locations of all wetlands, ponds, and watercourses shall be shown including a 25-foot buffer as measured from the edge of the water features.
  - Wetlands not identified on plat, will need to include the 25-foot buffer as well as language on the plat stating that said wetlands and buffers "shall forever be restricted from development with buildings, structures, and uses and the natural state of said zone shall remain undisturbed except for as part of the development infrastructure at the time of initial construction".
    - ⊖ Should some parts of the wetlands and/or wetland buffer extend within the proposed lots; Posts, or other type of identifying marker, type and spacing to be determined in conjunction with City Staff and the developer, shall be placed along the border of the wetland buffer within the lots.

Public Service Director

1. Revise "Reserve A" Note to the following:
  - a. "Reserve A" is dedicated for stormwater management controls and facilities
2. Use the following note in place of the existing "Reserve A" note on 3-1 and add to 3-2:
  - a. Lots recorded on this plat are tributary to existing and future Reserves wherein storm water management facilities and outlet structures exist within drainage easements, as designated and delineated hereon, that shall be owner, managed, and repaired by the Developer until such time as an association, comprised of the owners of the fee simple titles to the lots in which Homesteads of the Border Place subdivision is established, at which time all responsibilities shall be transferred to said association.

#### City Engineer

1. Add a note to the cover sheet for “Pins to be set at all lot corners, angle points, PS’s, Etc.”
2. Clarify the 30’ utility easement through Lot 203-A along Herd Ave.
3. Add property address to lots and provide a legend
4. Ex Silo Street is mislabeled on Section 3, Part 1.

#### Southwest Licking Community Water & Sewer District

The areas on the attached replat map marked in green shall be designated for Sanitary Sewer Easement (S.S.E.) and not an overall utility easement. The easement language on the plat shall read, “The aforementioned “Sanitary Sewer Easements” (S.S.E) is hereby established for the Southwest Licking Community Water and Sewer District and any successor thereof on this plat are for the construction, operation, maintenance, replacement, or removal of sanitary sewer lines and services above, beneath and on the surface of the ground, and for the express privilege of removing any and all trees or other obstructions to the free use of said utilities and for providing ingress and egress to the property for said purposes and are to be maintained as such forever. No other utilities are to be placed or constructed in designated Sanitary Sewer Easements.”

#### **Surrounding Area:**

Direction	Zoning	Land Use
North	PDD – Planned Development District R-20 – Medium Density Residential	Homesteads of the Border Place (Previous Sections) Haunted Hoochie/Franbar Park
East	PDD – Planned Development District R-20 – Medium Density Residential	Homesteads of the Border Place (Previous Sections) Single-Family Homes
South	R-20 – Medium Density Residential	Broad Main Heights (Single-Family Homes)
West	PDD – Planned Development District R-87 – Medium-Low Density Residential	Broadmoore Commons (Single-Family) Agricultural

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

- Zoning Inspector – No Comments
- City Engineer – See attached
- Public Service – See attached
- Pataskala Utilities – No Comments
- Police Department – No Comments
- West Licking Joint Fire District – No Comments
- South West Licking School District – See attached

**Modifications:**

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

1. The Applicant shall submit a Replat mylar in accordance with Sections 1113.39 and 1113.44 of the Pataskala Code once comments from Planning and Zoning Staff, City Engineer, and the Southwest Licking Community Water & Sewer District have been addressed.
2. Pursuant to 1113.49 of the Pataskala Code, the Replat shall be recorded within 30 days of the latest signature.

**Resolution:**

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

"I move to approve Replat Application number REP-21-005 pursuant to Section 1113.48 of the Pataskala Code. ("with the following modifications" if modifications are to be placed on the approval)."



**From:** [Scott Haines](#)  
**To:** [Jack Kuntzman](#)  
**Subject:** RE: PZC Review Memo for 08-04-2021  
**Date:** Monday, July 26, 2021 8:05:12 PM

---

**CAUTION: This email message came from an external (non-city) email account. Do not click on any links within the message or attachments to the message unless you recognize the sender's email account and trust the content.**

Jack

Hull & Associates have reviewed the following applications and offer the following comments:

1. REP-21-005
  - a. Add a note to the cover sheet for **Pins to be set at all lot corners, angle points, PS's, etc.**
  - b. Clarify the 30' Utility Easement thru lot 203-A along Herd Ave.
  - c. Provide Recording information for all existing easements on the replat.
  - d. Add Property Address to lots and provide a legend
  - e. Ex Silo St is mislabeled on Section 3, Part 1
2. REP-21-006
  - a. We have no engineering related comments on this application
3. TCOD-21-004
  - a. Property Environmental Permitting will be needed for Stream impacts.
  - b. Engineering comments including Stormwater retention/detention will be provided in subsequent engineering review submittals.

Thank You

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

Senior Project Manager

**HULL** | Newark, Ohio

Environment / Energy / Infrastructure

d: 740-224-0839 | o: 740-344-5451 | f: 614-360-0023

Follow Hull on [Facebook](#) & [LinkedIn](#)  
[web](#) | [directions to offices](#)

---

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

**Sent:** Wednesday, July 14, 2021 2:41 PM

**To:** Jim Roberts <jroberts@hullinc.com>; Scott Haines <shaines@hullinc.com>; Bruce Brooks <bbrooks@pataskalapolicenet.net>; Doug White <DWhite@westlickingfire.org>; Philip Wagner <pwagner@lhschools.org>; Chris Gilcher <cgilcher@swlcws.com>; Alan Haines <ahaines@ci.pataskala.oh.us>

**Cc:** Scott Fulton <sfulton@ci.pataskala.oh.us>; Lisa Paxton <lpaxton@ci.pataskala.oh.us>

**From:** [Alan Haines](#)  
**To:** [Jack Kuntzman](#)  
**Subject:** RE: PZC Review Memo for 08-04-2021  
**Date:** Monday, July 26, 2021 4:12:32 PM

---

Jack,

My comments for the subject hearing are as follows:

1. REP-21-005
  - a. Revise "Reserve A" note to the following:
    - i. "Reserve A" is dedicated for stormwater management controls and facilities.
  - b. Use the following note in place of the existing "Reserve A" note on 3-1 and add to 3-2
    - i. Lots recorded on this plat are tributary to existing and future Reserves wherein storm water management facilities and outlet structures exist within drainage easements, as designated and delineated hereon, that shall be owned, managed, and repaired by the Developer until such time as an association, comprised of the owners of the fee simple titles to the lots in the Homesteads of the Border Place subdivision is established, at which time all responsibilities shall be transferred to said association.
2. REP-21-006
  - a. No comment
3. TCOD-21-004
  - a. Only 1-driveway permitted for the combined lots
  - b. Dedicate ROW to achieve 60' from centerline of existing roadway.
  - c. Note that stormwater management controls shall be required when/if total impervious area exceeds 0.2 acres.
  - d. Any enclosing (piping-in) of creek-line shall be signed-off/permited by ACOE, EPA, etc. as required.

Let me know if questions.

Regards,

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

621 W. Broad St.  
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, July 14, 2021 2:41 PM

**To:** Jim Roberts <jroberts@hullinc.com>; Scott Haines <shaines@hullinc.com>; Bruce Brooks <bbrooks@pataskalapolice.net>; Doug White <DWhite@westlickingfire.org>; Philip Wagner

**From:** [Chris Gilcher](#)  
**To:** [Jack Kuntzman](#); [Jim Roberts](#); [Scott Haines](#); [Bruce Brooks](#); [Doug White](#); [Philip Wagner](#); [Alan Haines](#)  
**Cc:** [Scott Fulton](#); [Lisa Paxton](#)  
**Subject:** RE: PZC Review Memo for 08-04-2021  
**Date:** Wednesday, July 21, 2021 10:54:57 AM  
**Attachments:** [image001.png](#)  
[REP-21-005 Application](#) [CJG Comments 7-21-21.pdf](#)

---

**CAUTION: This email message came from an external (non-city) email account. Do not click on any links within the message or attachments to the message unless you recognize the sender's email account and trust the content.**

Jack,

Please see below and attached:

**REP-21-005** – The areas on the attached replat map marked in green shall be designated for Sanitary Sewer Easement (S.S.E.) and not an overall utility easement. The easement language on the plat shall read, “The aforementioned “Sanitary Sewer Easements” (S.S.E) is hereby established for the Southwest Licking Community Water and Sewer District and any successor thereof on this plat are for the construction, operation, maintenance, replacement, or removal of sanitary sewer lines and services above, beneath and on the surface of the ground, and for the express privilege of removing any and all trees or other obstructions to the free use of said utilities and for providing ingress and egress to the property for said purposes and are to be maintained as such forever. No other utilities are to be placed or constructed in designated Sanitary Sewer Easements.”

**REP-21-006** – No Comments.

**TCOD-21-004** – No Comments

If you have any questions, please feel free to contact me at any time.

Thanks,

CJ Gilcher  
Utilities Superintendent  
8718 Gale Road  
Hebron, Ohio 43025  
Ph: 740-928-2178 Cell: 614-348-6627



# CITY OF PATASKALA PLANNING AND ZONING COMMISSION

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

## REPLAT APPLICATION

(Pataskala Codified Ordinances Chapter 1113)

Property Information		
Address: Homesteads of the Border Place, Section 3, Part 1 & 2		
Parcel Number: 063-140208		
Zoning: PUD	Acres: 40.4	
Water Supply:		
<input type="checkbox"/> City of Pataskala	<input checked="" type="checkbox"/> South West Licking	<input type="checkbox"/> On Site
Wastewater Treatment:		
<input type="checkbox"/> City of Pataskala	<input checked="" type="checkbox"/> South West Licking	<input type="checkbox"/> On Site

Applicant Information		
Name: Maronda Homes Inc. of Ohio - Attn: Todd Lipschutz		
Address: 5900 Wilcox Place		
City: Dublin	State: Ohio	Zip: 43016
Phone: 614-659-1546	Email: lipschutz@maronda.com	

Property Owner Information		
Name: Maronda Homes Inc. of Ohio - Attn: Todd Lipschutz		
Address: 5900 Wilcox Place		
City: Dublin	State: Ohio	Zip: 43016
Phone: 614-659-1546	Email: lipschutz@maronda.com	

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

Documents
<input checked="" type="checkbox"/> Application
<input checked="" type="checkbox"/> Fee
<input checked="" type="checkbox"/> Cover Letter
<input checked="" type="checkbox"/> Replat
<input checked="" type="checkbox"/> Original Final Plat
<input checked="" type="checkbox"/> Deed
<input checked="" type="checkbox"/> Electronic Copies

Replat Information
Describe the Project:
The original plats were recorded in 2005 and are on file in the Recorder's Office, Licking County in Instrument Numbers 200505130014222 & 200505130014223. The lots are being replatted to address changes that occurred to the engineering requirements since the original plats were recorded. These changes reflect the construction plan revisions which have been approved by the City of Pataskala. The Part 1 Replat consists of 46 lots and a new Reserve A for stormwater detention. Part 2 consists of 54 lots.

## Documents to Submit

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

**Cover Letter:** Submit one (1) copy of a cover letter detailing the contents and purpose of the Replat submittal.

**Replat:** Submit 14 copies of the Replat including the following:

- Name of the subdivision located by section, range, township, or by other survey number, date, north arrow, and acreage.
- Name and address of the professional registered surveyor who prepared the replat and appropriate numbers and seals.
- Replat boundaries based on accurate traverse with angular and linear dimensions, both linear and angular shall be determined by an accurate control survey in the field, which must balance, and close within the limit of 1:10,000.
- Bearings and distances to the nearest established street lines or other recognized permanent monuments.
- The parcel identification number of the original tract(s) and the owners name(s) and parcel identification number(s) of all adjacent parcels.
- Radaai, internal angles, points of curvature, tangent bearings, lengths or arcs, all easements and right-of-way provided for public services or utilities, building setback lines with dimensions, right-of-way width, and names of all streets within and adjoining the Replat.
- New lot numbers assigned to all new or modified lots. This number shall consist of the lowest original lot number contained within the lot lines of the proposed lots and hyphenated with the letter "A", or next alphabetical letter needed to make the proposed lot unique within the subdivision.
- All lot lines with accurate dimensions in feet and hundredths, and acreage.
- Accurate outlines of areas to be dedicated or reserved for public use, or any area to be reserved for common use of all property owners. The use and accurate boundary locations shall be shown for each parcel of land to be dedicated.
- The locations and descriptions of all monuments and pins.
- When lots are located on a curve or when lot lines are at angles other than 90 degrees, the width at the building line shall be shown. If the building line is curved, the arc length shall be shown.
- Locations of all wetlands, ponds, watercourses and other naturally occurring water features on the property including a 25-foot buffer as measured from the edge of the water feature.
- Any part of the subdivision located within the 100-year flood plain as indicated on the Flood Insurance Rate Map (FIRM), or as determined by other appropriate persons.
- Required statements and signatures to be affixed on the Replat.
- If the lots being replatted have existing structures, then a separate dimensionally accurate sketch prepared by a registered surveyor illustrating the revised lot lines, together with the outlines of such structure shall be submitted.
- The Replat shall meet all applicable zoning and subdivision regulations.
- All existing easements and reserves shall be maintained on the Replat. The Planning and Zoning Commission may waive this requirement if it is determined that the existing easement would not serve a purpose as part of the replatted lots.
- Where no easements exist, a minimum five (5) foot easement along the property line of the side and rear yards if determined to be necessary by the City Administrator or their designee.

**Original Final Plat:** Submit 14 copies of the original Final Plat.

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

**Electronic Copies:** Submit an electronic copy of the Replat as a Portable Document Format (pdf) file or other acceptable format.

## 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 Replat request.

Applicant (required):

Date:

6/17/21

Property Owner (required):

Date:

6/17/21



4700 Lakehurst Court, Suite 135  
Dublin, Ohio 43016  
Phone (614)845-5885  
Web [www.tebbecivil.com](http://www.tebbecivil.com)

Transmitted Via Messenger

June 16, 2021

Mr. Jack R. Kuntzman  
City of Pataskala ~ City Planner  
621 West Broad Street, Suite 2A  
Pataskala, Ohio 43062

RE: Replat of Homestead of the Border Place Section 3, Part 1 & 2 (Project 1026)  
Cover Letter

Dear Jack:

We have prepared a replat application for the above referenced projects.

We have included the following required items:

- 1) Signed copy of the Replat Application.
- 2) 14 copies of the Replat for Section 3, Part 1
- 3) 14 copies of the Replat for Section 3, Part 2
- 4) 14 copies of the Original Recorded Plat for Section 3, Part 1
- 5) 14 copies of the Original Recorded Plat for Section 3, Part 2
- 6) 1 Copy of deed and deed restrictions.
- 7) \$500 check for Application Fee and \$2,500 check for Engineer Review Deposit.
- 8) CD containing digital copies of all submission items.

The purpose of this replat is to accommodate the expansion of the Reserve due to an increase in the size of the pond, revised lot lines and easements to reflect changes to engineering standards that have been adopted by the City of Pataskala since the plat was originally recorded.

If you have any questions or need anything else, please feel free to contact me.

Sincerely,  
Tebbe Civil Engineering, LLC.

Christopher M. Tebbe, P.E.  
Encl.

cc: Richard J Conie – Richard J Conie Company  
Todd Lipschultz – Maronda Homes of Ohio  
Conie Klema

116 Acres Tract Deed to Maranda

Instr: 200204240015642 04/24/2002 1:23PM  
Pages: 5 F: \$25.00  
Bryan A. Long T20020013345  
Licking County Recorder BXHAYES T1

## GENERAL WARRANTY DEED

**Shirley Wagy and Richard Wagy, her husband and Carol Hetzel and John Hetzel, her husband**, of Licking County, Ohio, for valuable consideration paid, grant with general warranty covenants to **Maranda Homes, Inc. of Ohio** whose tax mailing address is 202 Park West Dr., Pittsburgh, PA 15275, the following real property:

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

*Being further described on the attached Exhibit "A", incorporated herein by reference.*

Prior Deed Reference: Instrument No. 200002250005959, Recorder's Office, Licking County, Ohio.

Also known as: Border's Place Subdivision, Pataskala, Ohio 43062

Auditor's Parcel #63-140220-00.000; 63-140208-00.000; 63-140214-00.000; 63-140208-00.004 and 63-140208-00.005

Excepting conditions, easements, restrictions, rights of way and zoning and other governmental regulations of record and taxes and assessments not yet due and payable which Grantees assume and agree to pay as a part of the consideration herein.

Richard Wagy, husband of Shirley Wagy, Grantor and John Hetzel, husband of Carol Hetzel, Grantor, hereby releases all rights of dower therein.

Executed this 19th day of April, 2002.

TRANSFERRED  
Date April 24 2002 RM  
Licking County Auditor

SEC. 319.202 COMPLIED WITH  
J. TERRY EVANS, AUDITOR  
BY RM 2,550.00

Shirley Wagy  
Shirley Wagy

Richard Wagy  
Richard Wagy

Carol Hetzel  
Carol Hetzel

John Hetzel  
John Hetzel

State of Ohio

County of Licking SS:

Executed before me this 19th day of April, 2002 by Shirley Wagy, Richard Wagy, Carol Hetzel and John Hetzel, who, under penalty of perjury in violation of section 2921.11 of the Revised Code, represented to me to be said persons.



SERENA FRYE  
Notary Public, State of Ohio  
My Commission Expires  
Sept. 15, 2005

NOTARY

This Document Has Been Prepared By:

William C. Hayes, W. Scott Hayes, C. Daniel Hayes  
195 E. Broad Street\*PO Box 958\*Pataskala, Ohio 43062-0958\*(740) 927-2927\*(800) 536-8678\*Fax:(740) 927-3060  
www.hayesoffices.com



**EXHIBIT "A"**  
**TRACT I**

**Description of 116.222 Acres of Land**  
**East Side of Summit Road**  
**South of State Route 16**  
**City of Pataskala**  
**Licking County, Ohio**

Situated in the State of Ohio, County of Licking, City of Pataskala, and being a part of original Lots 17 and 18, in Quarter Township 3, Township 1, Range 15, United States Military Lands, and being part of that land transferred to Shirley Wagy and Carol Hetzel as described in Instrument Number 200002250005959, (all references are to records on file in the Recorder's Office, Licking County, Ohio), being a combined 116.224 acres of land and being more particularly described as follows:

Beginning for reference at the northwesterly corner of Lot 18, in Summit Road, being the northwesterly corner of Homesteads of the Border Place, Section 1, of record in Plat Book 16, Pages 79 and 80, and also being the southwesterly corner of that 6.423 acre tract conveyed to Jack York and Christine Shaver, of record in Official Record Volume 671, Page 706; Thence South 89°51'58" East, with the northerly line of Lot 18, along the northerly line of Homesteads of the Border Place, Section 1, being the southerly line of said 6.423 acre tract, 892.16 feet to an iron pin previously set by Pomeroy & Associates at the northeasterly corner of Homesteads of the Border Place, Section 1, and being the true point of beginning:

Thence South 89°51'58" East, continuing with the north line of Lot 18, the south line of said 6.423 acre tract, 562.16 feet to a solid iron pin found at the southeasterly corner of said 6.423 acre tract, being the southwesterly corner of a 48.310 acre tract conveyed to Timothy and Cheryl May, of record in Instrument Number 199908040032510;

Thence North 89°18'35" East, along the northerly line of Lot 18, the southerly line of said 48.310 acre tract, and along the southerly line of a 33.645 acre tract conveyed to Donna Starr, of record in Official Record Volume 440, Page 64, 1319.75 feet to an iron pin found at the northeasterly corner of lot 18, the southeasterly corner of said 33.645 acre tract and being the northwesterly corner of original Lot 15;

Thence South 00°07'10" West, along the easterly line of Lot 18, the westerly line of lot 15, the westerly line of a 115.636 acre tract of land conveyed to Pataskala Investment Company, of record in Deed Volume 746, Page 835, and the westerly line of a 100 acre tract of land conveyed to Metropolitan Corporation, of record on Official Record Volume 73, Page 865, 1700.81 feet to a stone found at the southeasterly corner of Lot 18, the southwesterly corner of Lot 15, the northeasterly corner of Lot 17, the northwesterly corner of Lot 16, and being the



southwesterly corner of said 100 acre tract of land, and the northwesterly corner of a 100 acre tract of land conveyed to Suburban Acquisitions, of record in Deed Volume 831, Page 62;

Thence South 00°03'08" West, with the easterly line of Lot 17, the westerly line of Lot 16, the westerly line of said 100 acre tract, 507.71 feet to an iron pin set with a yellow cap stamped "Pomeroy & Assoc.", at the northeasterly corner of Broad Main Heights subdivision, of record in Plat book 7, Page 50;

Thence South 89°38'28" West, along the northerly line of Woodland Drive (unimproved) as platted in said Broad Main Heights, 2239.52 feet to an iron pin set with a yellow cap stamped "Pomeroy & Assoc." at the southeasterly corner of that 5.00 acre tract conveyed to Lions Club of Summit Station, Ohio, of record in Deed Volume 738, Page 608;

Thence North 00°14'02" West, along the easterly line of said 5.00 acre tract, 458.42 feet to an iron pin found at the northeasterly corner of said 5.00 acre tract;

Thence South 89°54'54" West, along the northerly line of said 5.00 acre tract, 256.77 feet to an iron pin set with a yellow cap stamped "Pomeroy & Assoc." at the southeasterly corner of a 1.00 acre tract of land conveyed to Keith Begin as Parcel 2, of record in Instrument number 2001013310003111;

Thence North 00°04'47" East, along the easterly line of said 1.00 acre tract, 51.25 feet to an iron pin set with a yellow cap stamped "Pomeroy & Assoc." in the north line of Lot 17, the southerly line of Lot 18;

Thence North 00°20'39" West, continuing along the easterly line of said 1.00 acre tract and the east line of an additional 1.00 acre tract conveyed to said Keith Begin as Parcel 1 in said instrument, 282.41 feet to an iron pin set with a yellow cap stamped "Pomeroy & Assoc.";

Thence South 89°39'21" West, along the north line of said 1.00 acre tract, passing an iron pin found at 233.28 feet, a total distance of 261.70 feet to a point in the west line of Lot 18, being in Summit Road;

Thence North 00°20'39" West, along the West line of Lot 18, being in Summit Road, 520.63 feet to the southwesterly corner of a 2.00 acre tract of land conveyed to Michael Elliot and Keith Flatley, of record in Instrument Number 200006120018701;

Thence North 89°44'28" East, along the southerly line of said 2.00 acre tract, passing an iron pin found at 31.43 feet, 502.63 feet to an iron pin found at the southeasterly corner of said 2.00 acre tract;

Thence North 00°15'49" West, along the easterly line of said 2.00 acre tract, 219.48 feet to an iron pin found at the northeasterly corner of said 2.00 acre tract, being a southerly corner of Homesteads of the Border Place, Section 1;

Thence North 89°44'36" East, along a southerly line of Homesteads of the Border Place, Section 1, 370.98 feet to an iron pin found;

Thence North 00°08'02" East, along an easterly line of Homesteads of the Border Place, Section 1, and along a westerly line of a 0.010 acre tract conveyed to Evelyn R. Border in Instrument Number 199903090009807, 30.26 feet to the southwest corner of a 0.138 acre tract conveyed to Dehlendorf Development Ltd. of record in Instrument Number 199903090009809;

Thence North 89°28'12" East, along the southerly line of said 0.138 acre tract, the northerly line said 0.010 acre tract, 15.33 feet to a point;

Thence North 00°31'48" West, along the easterly line of said 0.138 acre tract, 200.63 feet to a point;

Thence North 00°02'26" East, continuing along the east line of said 0.138 acre tract, 257.02 feet to an iron pin found at a corner of Homesteads of the Border Place, Section 1, being in the south line of Haystack Avenue;

Thence North 00°08'02" East, along an easterly line of Homesteads of the Border Place, Section 1, 185.00 feet to the point of beginning.

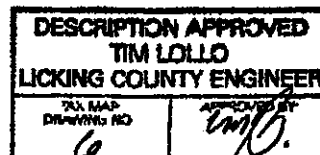
Containing 116.222 acres of land.

For the purpose of this description, a bearing of South 89°51'58" East was used for the northerly line of Lot 18, of record in Homesteads of the Border Place, Section 1, Plat Book 16, Pages 79 and 80.



Pomeroy & Associates  
Consulting Engineers and Surveyors

*Mark D. Power* 4-08-02  
Mark D. Power  
Professional Surveyor No. 7935



## **TRACT II**

Reserve A as recorded in Homesteads of the Border Place Section 1, Plat Book 16  
Pages 79-80 on file in the Recorder's Office Licking County, Ohio.

## **TRACT III**

Reserve A1 as recorded in Homesteads of the Border Place Section 1, Plat Book 16  
Pages 79-80 on file in the Recorder's Office Licking County, Ohio.



200712030030820

Pgs: 4 \$48.00 T20070027936  
12/03/2007 2:55PM BXR08 GALLANT  
Bryan A. Long  
Licking County Recorder

**THIRD AMENDMENT TO DECLARATION OF  
RESTRICTIVE COVENANTS FOR  
HOMESTEADS OF THE BORDER PLACE SECTION 2 SUBDIVISION**

THIS THIRD AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS OF HOMESTEADS OF THE BORDER PLACE SECTION 2 SUBDIVISION (the "Third Amendment") has been adopted as of the 1<sup>th</sup> day of November, 2007, by Maronda Homes, Inc. of Ohio, an Ohio corporation, as Declarant.

**RECITALS**

- A. Declarant is the Declarant of the Border Place Section 2 Subdivision (the "Subdivision") consisting of that certain real property located in Pataskala, Licking County, Ohio, which includes the real estate described on attached Exhibit A.
- B. Declarant subjected the Subdivision to the Declaration of Restrictive Covenants by instrument recorded on September 29, 2004, Instrument Number 200409290035312 of the Licking County, Ohio Recorder's Records (the "Original Declaration").
- C. Declarant amended the Original Declaration by the First Amendment, recorded on January 14, 2005, Instrument Number 200501140001581 of the Licking County, Ohio Recorder's Records (the "First Amendment").
- D. Declarant further amended the Original Declaration by the Second Amendment, recorded on June 22, 2005, Instrument Number 200506220018682 of the Licking County, Ohio Recorder's Records (the "Second Amendment"). The Original Declaration, as amended by the First Amendment and Second Amendment, shall hereinafter be referred to as the "Declaration."
- E. Pursuant to Article VIII, Section 8.03 of the Declaration, Declarant may, in its sole and absolute discretion, unilaterally amend this Declaration at any time and from time to time, without the consent of any other Owners until the Turnover Date.
- F. The Turnover Date has not occurred on the date of execution of this Third Amendment and Declarant desires to exercise its right to amend the Declaration as set forth hereunder.

NOW, THEREFORE, Declarant amends the Declaration as follows:

- 1. Animals. Section 3.06 of the Declaration is hereby deleted in its entirety and replaced by the following Section 3.06:

3.06 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except dogs, cats and other household pets, provided they are not kept, bred or maintained for commercial purposes. The Owner of a Lot with a pet shall be responsible for cleaning up after the pet. No animals shall be permitted in any portion

of the Common Areas except on a leash maintained by a responsible person. In addition, the permitting of pets on the Common Areas shall be subject to such Rules and Regulations as the Board may from time to time promulgate, including, but not limited to, the right to levy fines and enforcement charges against an Owner for failing to comply with the provisions of this Section 3.06. Any pet causing or creating a nuisance or unreasonable disturbance will be permanently removed from the Lot of the Owner by the Association upon seven (7) days' written notice from the Board.

2. Governance. Section 5.03 of the Declaration is hereby deleted in its entirety and replaced by the following Section 5.03:

5.03 Governance. Prior to the earlier to occur of the following (the "Turnover Date"): (i) the date that the Declarant elects to transfer control of the Association in writing to the Owners, or (ii) six (6) months after the end of the calendar year in which the Declarant ceases to own at least one (1) Lot in the Subdivision, the Association shall be governed by a Board of Trustees, consisting of three (3) persons. Prior to the Turnover Date, the Declarant shall appoint in writing two (2) of the members of the Board, from time to time, and the Owners (other than the Declarant) shall elect the other member of the Board in the manner set forth in the Code of Regulations. Voting and all other matters regarding the governance and operation of the Association following the Turnover Date shall be as set forth in the Association Documents.

3. Conflict. In the case of any conflict between the Declaration with this Third Amendment, this Third Amendment shall control.

4. Capitalized Terms. All of the terms used herein which are defined in the Declaration shall be interpreted to have the same meaning as defined therein unless otherwise specifically defined in this Third Amendment.

5. Severability. Invalidity of any one or more of these covenants, conditions, restrictions and provisions shall have no effect on the other covenants, conditions, restrictions and provisions contained herein in this Third Amendment.

*[The rest of this page was intentionally left blank.]*

EXECUTED by Declarant to be effective as of the date set forth above.

DECLARANT:

MARONDA HOMES, INC. OF OHIO,  
an Ohio corporation

By: John Oberlin  
Its: Vice President

STATE OF OHIO )  
COUNTY OF Franklin )

SS:

On this 7<sup>th</sup> day of November 2007, before me, a notary public, in and for said state, personally appeared John Oberlin, the Vice President of MARONDA HOMES, INC., OF OHIO, an Ohio corporation, as Declarant of the Association, on behalf of the corporation.



KELLY J. BEATTY  
Notary Public, State of Ohio  
Pickaway County  
My Commission Expires 8/22/10

Kelly J. Beatty  
Notary Public  
My Commission Expires: 8/22/10

This instrument was prepared by:

Isaac T. Heintz, Esq.  
FINNEY, STAGNARO, SABA & PATTERSON CO., L.P.A.  
2623 Erie Avenue  
Cincinnati, Ohio 45208  
(513) 533-2985

TRANSFER NOT NECESSARY  
Date December 3, 2007  
[Signature]  
Licking County Auditor

## **EXHIBIT A**

### **LEGAL DESCRIPTIONS**

#### **Section 2, Part 1**

Situated in the State of Ohio, Licking County, City of Pataskala, being Lots Numbered Forty-One (41) through Eighty-Six (86), inclusive, of Homesteads of the Border Place, Section 2, Part 1, together with certain open space, utility and drainage easement areas, all as delineated on the recorded Plat thereof recorded at Instrument No. 200402090004589, Recorder's Office, Licking County, Ohio.

#### **Section 2, Part 2**

Situated in the State of Ohio, Licking County, City of Pataskala, being Lots Numbered Eighty-Seven (87) through One Hundred Twenty-Eight (128), inclusive, of Homesteads of the Border Place, Section 2, Part 2, together with certain open space, utility and drainage easement areas, all as delineated on the recorded Plat thereof recorded at Instrument No. 200402110004942, Recorder's Office, Licking County, Ohio.

#### **Section 3, Part 1**

Situated in the State of Ohio, Licking County, City of Pataskala, being Lots Numbered One Hundred Twenty-Nine (129) through One Hundred Seventy-Five (175), inclusive, of Homesteads of the Border Place, Section 3, Part 1, together with certain open space, utility and drainage easement areas, all as delineated on the recorded Plat thereof recorded at Instrument No. 200505130014222, Recorder's Office, Licking County, Ohio.

#### **Section 3, Part 2**

Situated in the State of Ohio, Licking County, City of Pataskala, being Lots Numbered One Hundred Seventy-Six (176) through Two Hundred Twenty-Nine (229), inclusive, of Homesteads of the Border Place, Section 3, Part 2, together with certain open space, utility and drainage easement areas, all as delineated on the recorded Plat thereof recorded at Instrument No. 200505130014223, Recorder's Office, Licking County, Ohio.

DELLIO TITLE AGENCY, INC.  
580 S. High St., Suite 44  
Columbus, OH 43215  
(614) 224-3344

Instr: 199906230026380 06/23/1999  
Pages: 12 Fee: \$54.00 12:00PM  
Patty Alberty T19990019794  
Licking County Recorder MLCELTIC T

## DECLARATION OF RESTRICTIVE COVENANTS, EASEMENTS AND RESTRICTIONS

Dehlendorf Development, Ltd., an Ohio Limited Liability Company ("Declarant") being the owner of the following described premises:

Situated in the State of Ohio, in the County of Licking and in the City of Pataskala and being Lots numbered 1 through 24 (both inclusive) and Lots numbered 34 through 40 (both inclusive), of Homesteads of the Border Place Section 1, including the open spaces shown thereon which will be dedicated and maintained by the Homeowners Association, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 16, pages 79 and 80, Recorder's Office, Licking County, Ohio,

do hereby make, declare, impose and adopt the following covenants, restrictions and limitations upon the uses of the premises in furtherance of the following purposes:

- (a) The compliance with all zoning and similar governmental regulations.
- (b) The promotion of health, safety and welfare of all present, and future owners and residents of the premises.
- (c) The preservation, beautification and maintenance of the premises and all structures thereon.
- (d) The preservation and promotion of environmental qualities.
- (e) The establishment, for development of the premises, of requirements relating to land use, architectural features and site planning.
- (f) The compliance with the requirement of the City of Pataskala's Planning and Zoning Commission made at a public hearing held on July 15, 1998 that the approval of the aforesaid plat and the preliminary plan was conditioned upon receipt by the City of Pataskala Zoning Department of a copy of the subdivision deed restrictions (Declaration of Restrictive Covenants, Easements and Restrictions).

Simultaneously with its execution hereof, Declarant has formed an Ohio non-profit corporation known as Homesteads of the Border Place Property Owners' Association (the "Association"), to administer the maintenance of the Common Areas and Open Spaces, and to enforce restrictions and conditions under which the maintenance will be carried out, all as set forth herein. The Association may, by a majority vote, adopt a set of by-laws and promulgate



rules and regulations concerning maintenance of the Common Areas and Open Spaces. Further, land adjacent to the Subdivision may be added to the plan created by this Declaration to take advantage of economies of scale and reduce per lot association costs and accomplish similar objectives.

These restrictions and covenants are hereby declared to inure to the benefit of the Declarant, its successors and assigns, and all future owners of any Lot and all others claiming under or through them.

The following restrictions and covenants are hereby created, declared and established:

## ARTICLE I

1. Land Use. No part of the Property shall be used except for single family residential purposes. No building or improvement shall be erected, altered, placed or permitted to remain on any part of the Property other than one single-family dwelling, not to exceed two and one-half (2 1/2) stories and not to exceed thirty-five (35) feet in height, together with an attached garage for not less than two (2) automobiles, except as provided for herein.

2. Lot Split. Except as Declarant may find necessary, no lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise so as to create a new lot within the subdivision.

3. Minimum Building Size. No single family residence without a basement, or with a basement containing less than 600 square feet of floor area, shall be constructed unless the finished living space determined from outside dimensions (exclusive of porches, patios, garages and basements) shall have no less than 1350 square feet.

No single family residence with a basement containing 600 square feet or more of floor area, shall be constructed unless the finished living space determined from outside dimensions (exclusive of porches, patios, garages and basements) shall have no less than 1200 square feet.

All dwellings constructed shall not be less than 24 feet in width or depth.

Within the easement area and no build areas, if any, designated on the recorded plat of the subdivision no structure, improvement, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or the direction of the flow of the drainage channels or water over said areas. The easement areas of each lot and all surface improvements thereon shall be maintained continuously by the owner of said Lot, except those improvements for which a public authority or public utility company is responsible.

4. Temporary Structure. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on the Property at any time as a residence, either temporarily or permanently; provided, however, for the purpose of a sales office for the sale of lots and new homes, Declarant may permit temporary structures during the construction and sales period.

5. Miscellaneous Structures. No above-ground pools shall be placed on any lot without the express written consent of Declarant, except it is not the intent of this provision to prohibit the installation of a hot tub or sauna that does not hold more than eight (8) persons. No storage shed shall be constructed nor used on any lot at any time.

6. Building Location. Except as provided for herein, no building shall be located on any lot nearer to the lot line than the minimum building lines as shown on the recorded plat. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of the building on a lot to encroach upon any other lot. Side yard and rear yard setbacks shall be in accordance with the City of Pataskala's requirements.

7. Animals. No animals, birds, insects, livestock, reptiles or poultry of any kind shall be raised, bred or kept on the Property except that dogs, cats or other household pets may be kept for domestic purposes only, provided that they are not kept, bred or maintained for any commercial purpose. No more than two (2) dogs and two (2) cats may be kept on any Lot except such dogs or cats in excess of such numbers that are less than three (3) months of age.

8. Soil Removal. No soil shall be removed for any commercial purpose.

9. Signs. Other than subdivision entrance features approved by Declarant and street signs, no sign of any kind shall be displayed to the public view on the Property, except one professional sign of not more than seven square feet per side solely for the purpose of advertising the Property for sale or rent, or signs used by a builder to advertise the Property or provide directions to subcontractors and inspectors during the construction and sales period.

10. Waste Disposal. The Property shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. Vehicles Not In Use. No automobile or motor driven vehicle shall be left upon or in front of the Property for a period longer than ten (10) days in a condition wherein it is not able to be operated upon the public highway. After such period, the vehicle shall be considered as a nuisance and detrimental to the welfare of the neighborhood and shall be removed from the Property. Any towing or storage charges will be the responsibility of the Owner.

6. Temporary Structure. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on the Property at any time as a residence, either temporarily or permanently.

7. Miscellaneous Structures. Except as provided for herein, no building, trailer, garage, storage building or structure shall be placed upon any lot for storage or other purposes and no above-ground pools shall be placed on any lot without the express written consent of Declarant except it is not the intent of this provision to prohibit the installation of a hot tub or sauna that does not hold more than eight (8) persons; provided, however, for the purpose of a sales office for the sale of lots and new homes, Declarant may permit temporary structures during the initial construction and sales period.

8. Building Location. Except as provided for herein, no building shall be located on any lot nearer to the lot line than the minimum building front, rear and side lines as shown on the recorded plat; provided, however, if the appropriate governmental authority shall grant a variance to such setbacks, then the requirements hereof shall be so modified. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the building on a lot to encroach upon any other lot. No portion of any lot nearer to any street than the building setback lines shall be used for any purposes other than that of a lawn, nor shall any fence or wall of any kind, for any purpose, be erected, placed or suffered to remain on any lot nearer to any street now existing, or any hereafter created, than the front building lines of the building thereon, excepting ornamental railings, or fences not exceeding three (3) feet in height located on or adjacent to entrance platforms or steps. Nothing herein contained, however, shall be construed as preventing the use of such portion of the lot for walks, drives, the planting of trees and shrubbery, the growing of flowers or other ornamental plants, or for small statuary entranceways, fountains, or similar ornamentation's for the purpose of beautifying said Property. No vegetable or grains of ordinary or field variety shall be grown on such portions of said lots, and no weeds or underbrush or other unsightly growths shall be permitted to grow or remain anywhere on said lots and no unsightly object shall be allowed to be placed or suffered to remain anywhere thereon. Nothing herein contained shall be construed so as to permit a violation of any applicable law, ordinance or governmental regulation.

1. Animals. No animals, birds, insects, livestock or poultry of any kind shall be raised, bred, or kept on the Property except that dogs, cats or other household pets may be kept for domestic purposes only, provided that they are not kept, bred or maintained for any commercial purpose. No kennels, enclosures, or other similar structure for animals or pets shall be erected or maintained on any lot.

8. Soil Removal. No soil shall be removed for any commercial purpose.

9. Signs. Other than subdivision entrance features approved by Declarant and street signs, no sign of any kind shall be displayed to the public view on the Property, except one sign of not more than five square feet solely for the purpose of advertising the property for sale or rent, or signs used by a builder to advertise the Property or provide directions to subcontractors and inspectors during the construction and sales period.

10. Waste Disposal. The Property shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and shall be kept out of view of the general public from the street and abutting properties. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. Vehicles Not In Use. No automobile or motor driven vehicle shall be left upon or in front of the Property for a period longer than thirty (30) days in a condition wherein it is not able to be operated upon the public highway. After such period, the vehicle shall be considered as a nuisance and detrimental to the welfare of the neighborhood and shall be removed from the Property.

12. Hobbies. Hobbies or other activities which tend to detract from the aesthetic character of the subdivision, and any improvements used in connection with such hobbies or activities shall not be permitted unless carried out or conducted within the building erected upon the lot and not viewable from either the street or adjoining properties. This restriction refers specifically, but not exclusively, to such activities as automobile, bicycle, moped, motor boat and sailboat repair.

13. Boat, Trailer and Vehicle Parking and Storage. No truck, trailer, boat, camper, recreational vehicle or commercial vehicle shall be parked or stored in front of or on any lot unless it is in a garage or other vehicle enclosure out of view from the street and abutting properties; provided, however, that nothing herein shall prohibit the occasional and nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the Property for a period not to exceed seventy-two (72) hours in any period of thirty (30) days or the use of a temporary trailer during the initial construction period as described herein.

14. Garage. No dwelling may be constructed on any lot unless an enclosed attached garage for at least two (2) automobiles to be parked side by side is also constructed thereon.

15. Antennas. No outside television and radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on the premises, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission, except that this restriction

shall not apply to satellite receiving dishes with a diameter less than 24" erected or installed to minimize visibility from the street which the dwelling fronts.

16. No Outdoor Clothes Drying. No clothes, sheets, blankets or other articles shall be hung in the open and no outdoor clothes drying or airing facilities are permitted.

17. Grading and Drainage. Each owner of a lot shall have the duty and obligation to maintain all swales, floodways, structures and the proper lot grade as designed by Declarant and its engineers and as approved by the proper governmental authorities. Further, the lot owner shall not construct or install or allow the construction or installation of any mounds, fences, walls, grading, structures or improvements which would affect the grading of the lot or the master grading and drainage plan of the subdivision without the prior written consent of Declarant. Declarant is given the right to obligate any lot owner to correct any construction upon the lot which has adversely affected the lot grade. Further, if the lot owner fails to correct the lot grade then Declarant, for itself and for the appropriate utility company or governmental entity, reserves the right to go upon any of the lots the subject hereof for the purpose of performing such construction as shall be necessary to correct grades of the lots to improve the subdivision grading. If Declarant or a utility company or governmental entity determines to perform such corrective work then there shall be no obligation for restoring or replacing landscaping or sod as may be damaged as a result of such corrective work.

18. Fencing. Notwithstanding any other provision hereof, no chain link or plastic fencing shall be permitted upon any of the lots within the Subdivision. No fence shall be erected on any lot other than an all wood fence or a split rail fence which may have thin mesh wire backing, until the plans for such fence have been approved by Declarant pursuant to the provisions hereof.

19. Sight-Line Limitations. No fence, wall, hedge, tree or shrub which obstructs sight lines between the heights of two and six feet shall be placed on any corner lot nearer than twenty-five (25) feet from the intersection of the centerlines of two streets or alleys, or so to obstruct the view of traffic approaching the intersection. The same sight-line limitations shall apply to plantings or structures near points where a driveway enters a street.

20. Entry Feature(s). Any entry features, landscaping, or common fencing for the subdivision constructed by or approved by the Declarant shall be exempt from the size, location and use provisions hereof. An easement is hereby reserved in favor of Declarant, its successors and assigns and its agents and contractors over and upon the cross-hatched area identified on Exhibit "A" which is attached hereto and made a part hereof ("Easement Area") to construct, repair, reconstruct, replace and maintain such entry feature(s) ("Easement"). The Easement shall run with the land and shall be binding on all future owners of lots a part of the Easement Area. Without the prior written consent of Declarant no lot owner may construct or install or allow the construction or installation of any fence, wall, or structure within the Easement Area. At the earlier of \_\_\_\_\_, or such time as written instrument of conveyance

whole or in part or terminated by a written instrument executed by at least 75% of the then current Owners of record title to the premises, or as set forth in Paragraph 23 hereof.

21. Enforcement. Enforcement of these restrictions by Declarant or by any owner of any lot the subject of these restrictions may be by proceedings at law or in equity or both against any person or persons violating or attempting to violate any restrictions, and such proceedings may be either to restrain violation or to enforce compliance or to recover damages. No failure to object to any violation of any restriction or to enforce any restriction shall be deemed a waiver of the right to do so thereafter, either as to the same violation or as to one occurring prior to or subsequent thereto. If Declarant or any owner of a lot in the subdivision prevails in a proceeding at law or in equity or both against any person or persons violating or attempting to violate any restrictions, and such proceedings may either to restrain violation or to enforce compliance or to recover damages, then said person or persons shall also be able to recover legal fees and expenses involved in such action or proceeding.

22. Severability. Each one of the covenants contained herein are independent and separate and invalidation of any one of these restrictions by judgment or court order shall in no way effect any other restriction, which restrictions shall remain in full force and effect.

23. Miscellaneous. All pronouns and all variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular and plural forms thereof, as the identity of the person or persons or as the context or situation may require.

24. Amendment by Declarant. Declarant reserves the right to amend or modify these restrictions by a Declaration of Amendment if such amendment is requested or required by FHA or VA to assure governmental approval for mortgage financing purposes or at the written request of the city in which the subdivision is located, or to comply with any Federal, State or local law or regulation. The recordation of such amendment shall be sufficient evidence of such request or requirement and no further evidence shall be necessary or required.

The Declarant, so long as it shall be an Owner of any lot, shall also have the right to provide for additional restrictions or to amend these or any existing restrictions or conditions as are necessary in order to achieve and preserve a harmonious, artistic, and desirable subdivision. Any amendment of or addition to these restrictions under this Paragraph 24 shall be effective as of the time of recording of a written document evidencing such amendment or addition with the Licking County Recorder's Office.

25. Assignment. Any and all of the rights, powers, duties, and obligations which, in this instrument are assumed by, reserved to or given to the Declarant, remain exclusively those of Declarant, but may be specifically assigned or transferred to any one or more persons, corporations, associations, or other entities which shall agree to assume such rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such rights, powers, duties and obligations, which

instrument shall be recorded and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Declarant. In the event of such assignment or transfer, the assignor or transferor and its successors and assigns, shall thereupon be released from all the rights, powers, duties and obligations in this instrument reserved to or given to and assumed by such assignor or transferor. Whenever in this instrument reference is made to the Declarant, such reference shall be deemed to include the successors and assigns of the Declarant.

26. Acceptance. By accepting a deed to any of the above-described real estate, a grantee accepts the same subject to the foregoing covenants and agrees for himself, his heirs, successors and assigns to be bound by each of such covenants jointly.

27. Transfers. All transfers and conveyances of each and every lot of the Subdivision or Subdivisions or of the premises described on Exhibit A, shall be made subject to these covenants and restrictions, as the same may be amended from time to time.

#### ARTICLE IV

28. Declarant desires to construct water and sanitary sewer line improvements within the "Homesteads of the Border Place Section I", and may in the future add additional subdivisions to the Homesteads of the Border Place Section I, as provided in Article V hereof, which subdivision or subdivisions will connect to and utilize sewers from the Southwest Licking Community Water and Sewer District, "District". These improvements will consist of a water distribution system, including mains, sewers, valves, fire hydrants and appurtenances as well as sanitary sewers, manholes, services and appurtenances and any other related improvements "the Project". Declarant shall remove or cause to be removed such dirt and debris and foreign matter from all public rights of way, improvements or easements as will be deposited, left or the result of the construction of improvements of the construction of improvements of any nature within twenty four (24) hours after being notified by the District that such removal is required. Such removal shall be done to the satisfaction of the District.

All facilities constructed as part of the Project shall be used only in accordance with the District rules and regulations, and all subsequent lot owners agree to be bound thereby. The District is hereby granted all of the enforcement rights set forth in Article III Paragraph 21 hereof for any violation of, or attempt to violate this restriction.

#### ARTICLE V

29. Maintenance of Common Areas and Open Spaces. Until (a) the completion and sale of not less than seventy-five percent (75%) of the dwellings in the Subdivision, or (b) January 1, 2002, whichever shall first occur, Declarant shall be responsible for the installation and reasonable and proper maintenance of the Common Areas and Open Spaces. On (a) January 1, 2002, or (b) the January 1st immediately following the date upon which seventy-five percent (75%) of the Lots with residential dwellings thereon, have been conveyed to bona fide purchasers,

whichever first occurs, the Declarant covenants and agrees to turn over to the Association, and the Association shall accept, the responsibility for maintaining the Common Areas and Open Spaces. Until such turnover date, all improvements and maintenance costs in connection with the Common Areas and Open Spaces shall be completed and paid for by the Declarant. Improvements shall include matters as Declarant, in its sole discretion, deems necessary and desirable, complying at all times with applicable governmental restrictions. Declarant, by any instrument in writing in the nature of an assignment, will vest in the Association with the rights, privileges and powers regarding such maintenance responsibility to be assumed by the Association and, when permitted by the law, shall convey ownership of the Common Areas and Open Spaces to the Association.

30. Association Members. Every Owner of a Lot in Homesteads of the Border Place Section I shall become a member of the Association, and each such owner, including Declarant, shall be entitled to one (1) vote on each matter submitted to vote of the members of each Lot owned by him or it, provided, however, that where title to a Lot is in more than one person, such co-owners acting jointly shall be entitled to but one (1) vote.

31. Assessments. The Association shall be empowered to collect assessments for the maintenance of the Common Areas and Open Spaces, and the payment of real estate taxes and assessments applicable to such areas as hereinafter provided. Any assessments established by the Association, from time to time, shall be levied in equal amounts as to each of the Lots. As soon as shall be practicable after determination that an assessment is needed, the Association shall send a written statement to each Lot Owner setting forth the amount and method of calculation of the amount assessed against each Lot and the time when the same is due. The assessment may be billed as a lump sum or in installments, as the Association shall in its sole discretion determine. No assessment shall become due and payable unless written notice has been sent or delivered to the Lot Owner obligated to pay the same at least ten (10) days prior to the due date thereof, or, if payable in installments, the due date of the first installment.

In the event any amount so assessed or levied is not paid when due and remains in arrears for more than thirty (30) days, the Association may charge interest on the entire unpaid balance at the highest rate of interest then permitted by law or such lower rate as the Association may from time to time determine, and cause to be filed with the Licking County, Ohio Recorder, a notice of lien describing the Lot, the assessment amount and interest due, and executed in accordance with the formalities then required to record a lien against real estate. All assessments, together with interest and costs, shall be a charge and continuing lien in favor of the Association upon the Lot against which each such assessment is made. Each assessment, together with interest and costs, shall also be the joint and several personal obligation of the Lot Owners who owned the Lot at the time when the assessment was due.

Upon written demand by a Lot Owner, the Association shall, within a reasonable period of time, issue and furnish to each Lot Owner a certificate stating that all assessments or installments thereof (including interest and costs, if any) have been paid with respect to any specified Lot as of the date of such certificate, or, if all assessments and installments thereof have not been paid,



setting forth the amount (including interests and costs, if any) due and payable as of such date. The Association may make a reasonable charge for the issuance of such certificates, which must be paid at the time that the request for such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Lot in question.

Notwithstanding the foregoing, the lien on the assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Lot recorded prior to the date on which such lien of the Association arised, and any holder of such mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed, or adjustment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid installments of assessments or charges against the mortgaged Lot which becomes due and payable prior to the time such holder or purchaser took title to that Lot.

32. Authority to Assign Or Enter Into Contracts. Any of the rights, powers, duties and obligations of the Association, which, in this instrument are to be assumed by the Association, may, after such assumption, be assigned or transferred by the Association to any one corporation, association or entity which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Further, the Association shall have the power and authority to contract with any person, corporation, firm or other entity for the exercise of any one or more of the various powers and authority granted to and duties to be performed by the Association hereunder.

## ARTICLE VI

33. General. The plan of covenants, maintenance and assessments set forth herein has been established with respect to the lots and the Common Areas and Open Spaces, if any. Declarant presently intends to develop land contiguous to the Subdivision into similar lots as those in the Subdivision and with improvements comparable to and of a similar nature to those constructed in the Subdivision. However market conditions and other factors make impossible to commit that this is how this contiguous property will be developed. In the event that this adjacent property is so developed, Declarant believes that it would be in the best interest of all Lot Owners that this adjacent property, or so much of it is so developed, be added to the plan created by this Declaration in order to effect economies of scale and accomplish similar objectives.

34. Right to Expand. Consistent with the foregoing, if within ten (10) years of the date of the recording of this Declaration, Declarant or its successors or assigns shall plat all or any portion of this contiguous property into Lots substantially similar to the layout of the Subdivision, and if the same is developed with single family residential homes on the lots all or some of those lots, reserves, and Common Areas and Open Spaces, if any, may, at Declarant's sole discretion, be subjected to the provisions hereof, and those lots, reserves, common areas and open spaces made a part of the plan created hereby, by the execution and recording by Declarant, or its

designated successors or assigns, of a Supplemental Declaration describing the property to be subject to this plan and stating that the provisions hereof shall be applicable thereto and to the owners thereof.

35. Effects Of Annexation. Upon subjection of additional property to the terms hereof:

(a) The added portion, including any additional entranceway(s), reserve(s) and Common Areas and Open Spaces shall be subject to all of the terms and provisions hereof, to the same extent and with the same effect as if the added portion had been provided herein as constituting part of the property subjected thereto, that is, the rights, easements, covenants, restrictions and assessment plan set forth herein shall run with and bind the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the property in the Subdivision.

(b) The owner or owners of the added portion shall thereupon become Lot Owners and members of the Association to the same extent, with the same effect, subject to the same obligation, and invested with the same rights, as all other Lot Owners; and

(c) In all other respects all of the provisions of this Declaration will include and apply to all additional property included in such Supplemental Declaration, and to the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

In the event all or a portion of the real property developed in conjunction with the subdivision shall be subdivided at any time or times, then these restrictions shall apply to each lot in such other subdivision developed in conjunction with this subdivision as constituted after such subdivision and if similar restrictions are imposed upon the lots in such other subdivision.

IN WITNESS WHEREOF, the said Declarant, has hereunto caused these presents to be subscribed effective this 21 day of June, 1999.

SIGNED AND ACKNOWLEDGED  
IN THE PRESENCE OF:

DECLARANT

KRB  
Witness  
Kelly Raynor  
[Print name]

Dehlendorf Development, LTD

By: [Signature]  
Member

persons violating or attempting to violate any restrictions, and such proceedings may be either to restrain violation or to enforce compliance or to recover damages, then said person or person shall also be able to recover legal fees and expenses involved in such action or proceeding.

28. Severability. Each one of the covenants contained herein are independent and separate and invalidation of any one of these restrictions by judgment or court order shall in no way affect any other restrictions, which restrictions shall remain in full force and effect.

29. Miscellaneous. All pronouns and all variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular or plural forms thereof, as the identity of the person or person or as the context or situation may require.

30. Amendment by Declarant. Declarant reserves the right to amend or modify these restrictions by a Declaration of Amendment if such amendment is requested or required by FHA or VA to secure governmental approval for mortgage financing purposes or at the written request of the City in which the subdivision is located. The recordation of such amendment shall be sufficient evidence of such request or requirement and no further evidence shall be necessary or required.

31. Assignment. The rights, interests, duties and obligations of Declarant hereunder may be assigned at any time by written instrument.

In the event all or a portion of the real property developed in conjunction with the subdivision shall be subdivided at any time or times, then these restrictions shall apply to each lot in such other subdivision developed in conjunction with this subdivision as constituted after such subdivision and if similar restrictions are imposed upon the lots in such other subdivision.

IN WITNESS WHEREOF, the said Declarant, Homewood Homes, Inc., an Ohio corporation has hereunto caused these presents to be subscribed effective this 27 day of

July, 1999

Signed and acknowledged in the presence of:

DECLARANT:

HOMEWOOD HOMES, INC.,  
an Ohio Corporation,

Elizabeth Marscher  
Print Name: Elizabeth Marscher

Theresa L. Rice  
Print Name: Theresa L. Rice

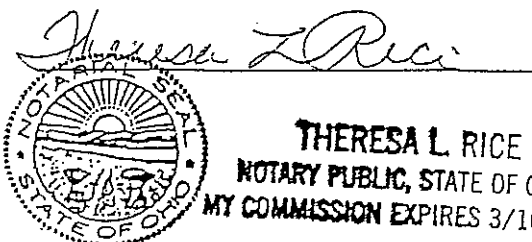
By: [Signature]  
John H. Bain, President

STATE OF OHIO

:  
: ss.

COUNTY OF FRANKLIN

The foregoing instrument was acknowledged before me this 22 day of July, 1999, by John H. Bain, President of Homewood Homes, Inc., an Ohio corporation, for and on behalf of said corporation.



Notary Public

manner in which mortgages on real property may be foreclosed in Ohio. In any such foreclosure, the owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney fees. All such costs and expenses shall be secured by the lien being foreclosed. The owner shall also be required to pay to the Association any assessments against the lot which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the lot foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

- (8) Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which is given to or held by a bank, savings and loan association, FNMA, GNMA, insurance company, mortgage company or other lender, or which is guaranteed or insured by the FHA or VA. The sale or transfer of any lot pursuant to foreclosure of such a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments which thereafter become due or from the lien thereof. The Association shall, upon written request, report to any such first mortgagee of a lot any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such first mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the lot; provided, however, that such first mortgagee shall have furnished to the Association written notice of the existence of its mortgage, which notice shall designate the lot encumbered by a proper legal description and shall state the address to which notices pursuant to this paragraph are to be given. Any such first mortgagee holding a lien on a lot may pay, but shall not be required to pay, any amounts secured by the lien created by this Declaration.

25. Easement Rights: Every owner of a lot shall have a right and nonexclusive easement of enjoyment in and to the Association owned property or other Association assets which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

**DECLARATION OF RESTRICTIVE COVENANTS FOR  
HOMESTEADS OF THE BORDER PLACE SECTION 2 SUBDIVISION**

**ARTICLE I - Declaration/Purpose**

**WHEREAS**, the undersigned, Maronda Homes, Inc. of Ohio, an Ohio corporation, with offices at 3811 Twin Creeks Drive, Columbus, Ohio 43204, is the owner of 19.585 Acres of real property located in Pataskala, Licking County, Ohio, inclusive of Homesteads of the Border Place Subdivision Section 2, Part 1, as the same are delineated upon the recorded plat thereof, of record in Plat Book 17, Pages 103, 104, 105, 106 and 107, Recorder's Office, Licking County, Ohio.

**WHEREAS**, in order to advance the purposes of this Declaration, Homesteads of the Border Place Homeowners' Association, Inc. ("Association"), an Ohio nonprofit corporation, has been established for the purpose of owning, operating, maintaining, and administering portions of Homesteads of the Border Place Section 2 Subdivision and any subsequent sections or parts added thereto ("Border Place"), together with certain improvements constructed and developed or to be constructed and developed thereon, including but not limited to, Common Areas as dedicated from time to time by Declarant for the common use by the Owners of Lots within Border Place; and the Association, as formed by Declarant, has joined in this Declaration for purposes of accepting of all powers and duties of operation, administration, maintenance and repair as delegated and assigned by Declarant, together with the collection and disbursement of "operating expenses" (as defined herein); and

**WHEREAS**, the Association shall administer and enforce the provisions of this Declaration with the costs incurred by the Association in connection with the operation, administration, maintenance and repair, being an encumbrance upon those portions of Border Place which are benefited thereby (as set forth herein); and

**WHEREAS**, Declarant hereby reserves the right within its sole and absolute discretion to create and record such supplementary Declarations or Amendments hereto for each replat or subsequent plat with such terms and conditions as Declarant deems appropriate; and

**WHEREAS**, the undersigned, as such Owner of the above mentioned Lots in said plan, desires to restrict the use to or for which the said Lots may be put.

**NOW, THEREFORE**, be it known that the undersigned, as such Owner, on behalf of itself, and of its successors and assigns, hereby adopts the following restrictions and covenants as applicable to the above mentioned Lots in said plan:

**ARTICLE II - Definitions**

As used herein, the following terms shall have the meanings set forth herein:

2.01 Articles. The Articles of Incorporation of Homesteads of the Border Place Homeowners' Association, Inc., an Ohio nonprofit corporation.

2.02 Assessments. Collectively referring to Annual Assessments, Lot Assessments and Special Assessments.

2.03 Association. Is Homesteads of the Border Place Homeowners' Association, Inc., an Ohio nonprofit corporation, and its successors and assigns.

2.04 Association Documents. This Declaration (as the same may be amended and/or supplemented from time to time) the formative documents of the Association, consisting of the articles of incorporation, code of regulations and any <sup>and</sup> all procedures, rules, regulations or policies adopted by the Association, or comparable formative documents if the Association is not a corporate entity ("Rules").

2.05 Board. The Board of Directors of the Association.

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

2.07 Code of Regulations. The Code of Regulations of the Association.

2.08 Common Area. The land, improvements or facilities controlled and/or owned by the Association devoted to the common use and enjoyment of the Owners, including without limitation, detention areas.

2.09 Common Expenses. Expenses incurred in maintaining the Common Area.

2.10 Declarant. Maronda Homes, Inc. of Ohio, an Ohio corporation, and any person or entity acquiring all of Declarant's then-remaining interests in the Property.

2.11 Declaration. This Declaration of Restrictive Covenants for Border Place Subdivision.

2.12 Lot. Each separate tract depicted, designated and shown upon any recorded subdivision Plat, or created by a Lot split of a tract depicted, designated and shown upon any recorded subdivision Plat, excepting, however, any tract described in the Declaration or subdivision Plat as Common Area.

2.13 Improvements. All man-made or man-installed alterations to the Property which cause the Property to deviate from its natural condition, including but not limited to buildings, outbuildings and garages; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools and tennis courts; slope and

drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches, trees, hedges, shrubs and other forms of landscaping, and all other structures of every type.

2.14 Member. Every person or entity that holds membership in the Association.

2.15 Operating Expenses. The expenses of the Association for which all Members are liable.

2.16 Owner. The holder of record title in fee simple to any Lot, whether or not such title holder actually resides on the Lot. This term excludes those persons or entities holding record title merely as security for the performance of an obligation by the Declarant and any Builder.

2.17 Plat. Each and every subdivision record plan of real estate as recorded in the plat records of Licking County, Ohio which affects this Property.

2.18 Property. All land described in this Declaration. The Property does not include any land within Homesteads of the Border Place Subdivision Section 1.

### **ARTICLE III - Protective Covenants and Restrictions**

3.01 Lots Use. No Lot shall be used except for residential purposes, except as provided herein. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling, not to exceed two and one-half (2 1/2) stories in height.

3.02 Architectural Control. Until such time as the Developer no longer owns any Lots, no building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Developer as to the quality of workmanship and materials, harmony of external design with structures in the subdivision, and location with respect to topography and finish grade elevation; provided, however, that the Developer's approval shall not be construed to be a warranty by the undersigned regarding the quality of workmanship, materials, suitability of materials and compliance with applicable zoning and building laws. If the undersigned shall fail to approve or disapprove any proposed plans and specifications within thirty (30) days after the same shall have been submitted to it for approval, such plans and specifications shall be deemed to have received the approval of the Developer.

3.03 Building Location. No building shall be located on any Lot nearer to the Lot line than the minimum building front, rear and side lines as shown on the recorded plat; provided, however, if the appropriate governmental authority shall grant a variance to such setbacks, then the requirements hereof shall be so modified. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building; provided, however, that this shall not be construed to permit any portion of the building on a Lot to encroach upon any other Lot. No



portion of any Lot nearer to any street than the building setbacks line shall be used for any purposes other than that of a lawn.

3.04 Nuisances. No obnoxious or offensive activity shall be permitted on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

3.05 Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently, other than those used by Declarant or its builder as a temporary construction trailer.

3.06 Animals. Except as provided in this paragraph, no animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot or in the Common Areas. Notwithstanding the foregoing, a maximum of three non-aggressive, household domesticated pets, not exceeding 65 pounds each, may be maintained on a Lot, provided that: (i) no animals shall be permitted in any portion of the Common Areas except on a leash maintained by a responsible person; (ii) notoriously aggressive breeds of dogs shall not be permitted, including, in particular but not by way of limitation, pit bulls, rottweillers, doberman pinchers, chows and german shepards, and (iii) the permitting of animals on the Common Areas shall be subject to such Rules and Regulations as the Board may from time to time promulgate, including the right to levy fines and enforcement charges against persons who do not clean up after their pets. Any pet causing or creating a nuisance or unreasonable disturbance will be permanently removed from the Lot upon seven (7) days' written notice from the Board.

3.07 Signs. No sign of any kind shall be displayed to the public view on any Lot, except one professional sign of not more than six (6) square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sales period, including signs used by the undersigned, its agent and assigns in the operation of a model home and/or sales office.

3.08 Waste Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and out of view of the general public. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

3.09 Miscellaneous Restrictions. The following structures and improvements shall not be permitted on any Lot in the subdivision:

- a. Satellite dishes greater than two (2) feet in diameter;
- b. Solar panels;
- c. Storage tanks, whether above or below-ground (except in conjunction with gas cooking grills);
- d. Outdoor clotheslines;

- e. Above-ground pools which require a filtration system or which are more than six (6') in diameter and eighteen inches (18") deep (excluding hot tubs or spas);
- f. Metal or wooden storage buildings or sheds; and
- g. Television or radio antennas.

3.10 Sight Distance of Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be permitted to remain on any corner Lot formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street line, or in the case of a rounded property corner from the intersection of the street property lines extended. The same line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

3.11 Vehicles Not In Use. No automobile or motor-driven vehicle shall be left upon or in front of a Lot for a period longer than thirty (30) days in condition wherein it is unable to be operated upon the public highway, after which time the vehicle shall be considered a nuisance to the welfare of the neighborhood and shall be removed from the Lot at the Lot Owner's expense.

3.12 Boat, Trailer and Vehicle Parking Storage. No truck, boat, trailer, camper, recreational vehicle or commercial vehicle shall be parked or stored in front of or on any Lot unless it is in a garage or other vehicle enclosure out of the view from the street and abutting properties; provided, however, that nothing herein shall prohibit the occasional and nonrecurring temporary parking of such truck, boat, trailer, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed seventy-two (72) hours in any period of thirty (30) days.

The word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of animals, machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The phrase "commercial truck" shall include and mean every type of motor vehicle other than passenger cars, passenger vans, motorcycles and any vehicle other than any light or standard sized pickup truck which is used as a personal automotive vehicle by an Owner or a member of an Owner's family.

3.13 Fences and Walls and Hedges. No fence or wall shall be constructed except as permitted by Declarant.. If approved by Declarant, no fence, wall, hedge or screening panel shall be constructed, erected, planted or permitted to exist nearer to the front line of any Lot than the rear line of the house constructed on said Lot; provided, however, decorative walls, fences, hedges and screen panels, not of wire, link, connected pipe or metal construction of any kind, and not more than three (3) feet in height may be permitted by Declarant on the minimum building setback line as shown on the recorded plat of said subdivision. A decorative structure

or structures constructed at any entrance to the said subdivision shall not be deemed a violation of this covenant. Fences or walls shall not be located closer to the street than a line parallel to the street and extending from the rear corner of the home, and in no event shall fences be located closer to any street than the building line shown on the recorded plat, except for ornamental railings, walls or fences not exceeding three (3) feet in height located on or adjacent to entrance platforms or steps. Nothing herein contained, however, shall be construed as preventing the use of such portion of the Lot for walks, the planting of trees and shrubbery, the growing of flowers or other ornamental plants, or for small statuary entranceways, fountains, or similar ornamentation for the purpose of beautifying said premises. Nothing herein shall be construed as to permit a violation of any applicable law, ordinance or governmental regulation.

3.14 Hazardous Actions or Materials. Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Area that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Area or that might unreasonably disturb the quiet occupancy of any person residing on any other Lot. This paragraph shall not be construed so as to prohibit the Developer from construction activities consistent with its residential construction practices.

3.15 Street Tree. Developer may designate one (1) or more trees as deemed necessary by Developer along the street in front of each Lot. If Developer determines to designate street tree(s) then the Lot Owners agree to such uniform street trees. Each Lot Owner shall care for, and, if necessary, replace such tree or trees at the Lot Owner's expense with a like type of tree.

3.16 Mailbox. Developer may designate a curb side mailbox for each Lot with a design in giving uniformity to the subdivision. If the mailbox is damaged, destroyed or deteriorates, then each Lot Owner, at such Lot Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailbox.

3.17 Hotel/Transient Uses: Leases. No Lot may be used for hotel or transient uses, including without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders. All leases shall be in writing and shall be subject to this Declaration.

3.18 Compliance With Zoning Requirements. Certain provisions of this Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval processes in the State, County, City, Township and/or Village in which the Property is located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding, is required by this Declaration. However, in the event the governmental entity(ies) change or agree to a modification of such underlying obligation(s), or if such obligations lapse or for any reason whatsoever become legally unenforceable, this Declaration shall be deemed modified, ipso facto and without the need for further action on the part of the Declarant or any Member, such that this Declaration requires compliance with the obligation as affected by such change or modification.

3.19 Grading and Drainage. Without the prior written consent of the undersigned, no construction, grading or other improvements shall be made to any Lot if such improvement would interfere with or otherwise alter the general grading and drainage plan of the subdivision or any existing swales, floodways, or other drainage configuration.

#### ARTICLE IV – Easements and Licenses

4.01 Easement of Access and Enjoyment Over Common Area. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Area, and a right of access to and from his/her Lot, which rights shall be appurtenant to, and shall pass with the title to his/her Lot, subject to the terms and limitations set forth in this Declaration, subject to the Rules. An Owner may delegate his/her rights of access and enjoyment to family members, occupants, guests and invitees. All such easements are limited by such restrictions as may apply to the Common Area affected thereby, and no person shall have the right by virtue of such easements to engage in activities on the Common Area which are not permitted according to these Restrictions, pursuant to the provisions of any applicable plat(s) or under agreements with any governmental entities or other third parties.

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

4.03 Easement for Utilities and Other Purposes. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. Within these easements, no structures, plantings or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The Board or Developer also may convey additional easements over the Common Area to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, swales, land contours, ducts, cables, and other equipment or conditions necessary to furnish electrical, gas, sanitary or storm sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Property and to any entity for such other purposes as the Board or Developer deems appropriate; provided that such equipment or condition(s), or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Board or Developer may grant such easements over all portions of the Property for the benefit of adjacent properties as the Board or Developer deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that the Board or Developer may

not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably delayed or withheld). Developer shall have the absolute right within (i) areas designated as drainage courses on the recorded plat of the subdivision, (ii) all areas encumbered by general utility or specific storm drainage easements, and (iii) areas determined by sound engineering practice to be necessary to the proper drainage of all or part of the subdivision, to enter upon Lots and perform grading and other construction activities deemed appropriate in the exercise of Developer's judgment to install, modify, alter, remove or otherwise work on storm water drainage facilities and conditions (including both surface grading and subsurface structures). If any such entry and/or work performed by Developer results in damage to other portions of a Lot, or to any improvements thereon, Developer shall be responsible for the restoration of such portions or improvements at Developer's sole cost. The Owner of each Lot covered by these covenants shall have an easement over all Lots adjoining his property to discharge over those Lots all surface waters that naturally rise in or flow or fall upon his property. All Lots are subject to such an easement in favor of the Owners of adjoining Lots and their successors and assigns, which easement shall be a covenant running with the property. Except to the extent that any Owner has altered the grade or drainage pattern of his property to the detriment of adjoining properties, in violation of these covenants, any Owner of a Lot who, in violation of this covenant, institutes any legal proceeding against any adjoining Owner for discharge of surface waters over his property shall be liable to indemnify and hold harmless the Owner against whom the proceedings have been instituted from any and all attorneys' fees, damages assessed or other legal expense or cost of any kind incurred in the defense of the proceeding.

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

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

## ARTICLE V - Association

5.01 Identification and Formation. The name of the Association is: "Homesteads of the Border Place Homeowners' Association, Inc." The Association has been formed as an Ohio nonprofit corporation pursuant to the provisions of Chapter 1702 of the Ohio Revised Code.

5.02 Membership. Every person or entity who is an Owner, Declarant or Builder shall be a Member of the Association. All memberships in the Association shall be appurtenant to and inseparable from the Lot owned by each Member and such right of membership shall automatically transfer to any transferee of fee simple title to a Lot at the time such title is conveyed. Memberships in the Association shall not be assignable, except to the person or entity to whom the title to the Lot has been transferred. The ownership of such Lot shall be the sole qualification for membership in the Association. No Owner, whether one or more persons, shall

have more than one membership per Lot owned. In the event an Owner consists of more than one person, such persons collectively shall have one membership in the Association in common.

5.03 Governance. The Association shall be governed by a Board of Trustees, consisting of three (3) persons. Prior to the date that the Developer elects to transfer control of the Association to the Lot Owners (the "Turnover Date"), the members of the Board shall be appointed by the Developer, or the Developer may elect to act as the Board, or it may appoint a managing agent to act as the Board on its behalf, no members, other than the Developer, shall have voting rights in Association matters until the Turnover Date. The transfer of control on the Turnover Date shall take place at a meeting which shall occur within six (6) months of the end of the year in which the Developer ceases to own at least one Lot at the subdivision. Voting and all other matters regarding the governance and operation of the Association following the Turnover Date shall be set forth in the Association Documents.

5.04 Voting Rights. Voting Rights of members shall be as provided in the Code of Regulations of the Association.

5.05 Transfer Fee. The Association may levy a reasonable transfer fee against new Owners and their Lots to reimburse the Association for the administrative cost of transferring the memberships to the new Owners on the records of the Association.

5.06 Relationship to above mentioned Lots. This Declaration applies to all land and all buildings within the description of property above.

5.07 Power; Authority; Duties. The Association shall have all the rights, powers, and duties established, invested, or imposed in this Declaration, its Articles, Code of Regulations, and duly adopted rules and regulations, and the laws of the State of Ohio applicable with respect to Ohio not-for-profit corporations.

5.08 Specific Powers. Among other things, the Association shall have the following specific powers:

- A. Enforce the provisions of this Declaration;
- B. Acquire title, manage, maintain, repair and replace all Common Areas and facilities, and pay all costs of utilities, operation, maintenance, repairs, replacement, gardening and other necessary services for the Common Areas and facilities;
- C. Grant easements or licenses where necessary for utilities and other service facilities over, on and across the Common Areas and facilities and within platted easements across Lots;
- D. Levy and collect assessments from the Owners of Lots and enforce payments of such assessments;

E. Pay all taxes and special assessments that would be a lien upon the Common Areas and facilities, and discharge any lien or encumbrance levied against the project or the Common Areas and facilities;

F. Pay for reconstruction of any portion of the Common Areas, improvements and facilities damaged or destroyed;

G. Employ and retain a professional manager and/or management company and/or other administrative staff to perform all or any portion of the duties and responsibilities of the Board with respect to administration of the Association;

H. Make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with this Declaration and the Association Documents. The Board shall have the power to impose sanctions on Owners for violations of the Declaration or Rules, including without limitation: (i) reasonable monetary fines which shall be considered Lot Assessments, (ii) suspension of the right to vote as a Member of the Association, and (iii) suspension of the right to use the Common Area. In addition, the Board shall have the power to seek relief in any court of competent jurisdiction for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing this Declaration, the Association Documents or the Rules against any Owner, tenant, guest or invitee of any Owner, the amount shall be due and payable by such Owner and shall be a Lot Assessment against such Owner's Lot.

I. Retain and pay for legal and accounting services necessary and proper, for the efficient operation of the Association; and

J. Perform any and all other acts and things that a nonprofit, mutual benefit corporation organized under the law of the State of Ohio is empowered to do, which may be necessary, convenient or appropriate in connection with the administration of the Association's affairs and the carrying out to the Association's duties as set forth in this Declaration.

5.09 Managing Agent. The Board may retain and employ on behalf of the Association a Manager, which may be Developer, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreement shall not exceed three (3) years and shall allow for termination by either party, without cause, and without penalty, upon no more than ninety (90) days' prior written notice. Part of the Manager's compensation may include an initial lot assessment not to exceed Fifty Dollars (\$50.00) per Lot, which shall be in addition to any portion of the initial assessment otherwise charged by the Board, and miscellaneous fees payable in the event of transfers or other transactions involving the Lots.

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

### 5.11 Insurance.

A. The Association shall obtain and maintain adequate blanket property insurance, liability insurance and flood insurance covering all or any portion(s) of the Common Area in an amount as is commonly required by prudent institutional mortgage investors. The cost of any such insurance shall be included as a Common Expense for Association budgeting purposes.

B. The Association may, in the Board's discretion, obtain and maintain the following additional insurance: (a) fidelity bond coverage and workers' compensation insurance for all officers, directors, board members and employees of the Association and all other persons handling or responsible for handling funds of the Association, (b) adequate comprehensive general liability insurance, (c) officers' and trustees' liability insurance, (d) additional insurance against such other hazards and casualties as is required by law, and (e) any other insurance the Association deems necessary.

C. In the event of damage or destruction of any portion of the Common Area, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Owner hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Association may levy a Special Assessment pursuant to Section 6.04 to cover the additional costs.

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

## ARTICLE VI - Assessments

6.01 Operating Fund. The Board shall establish a Operating Fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association and repairing and maintaining the Common Area.

6.02 Types of Assessments. The Developer, for each Lot owned, covenants and agrees, and each Owner, by accepting a deed to a Lot, is deemed to covenant and agree, to pay to the Association the initial assessment referred to in Section 5.09 above, and the following assessments: (i) Annual Assessments; (ii) Special Assessments; and (iii) Lot Assessments. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Area or by abandoning his/her Lot. Annual and Special Assessments shall be fixed at a uniform rate for all Lots.

6.03 Annual Assessments. The Board shall estimate the Common Expenses and the expenses, if any, it expects the Association to incur for the maintenance, operation and



management of the Association, (which may include amounts, if any, for a Reserve Fund, as may be determined by the Board) and shall assess each Owner of a Lot an Annual Assessment equal to such estimated expenses divided by the total number of Lots. The Annual Assessments shall be paid in accordance with the procedures set forth in the Rules. Notwithstanding the foregoing, prior to the Turnover Date, Developer may elect to pay the Annual Assessments applicable to Lots owned by Developer or in lieu thereof, not pay such Annual Assessments and pay any deficit incurred in operating the Association.

6.04 Special Assessments. The Board may levy against any Lot(s) a Special Assessment to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Reserve Fund; provided that any such assessment shall have the assent of two-thirds (2/3) of Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. A quorum must be present at any such meeting.

6.05 Lot Assessments. The Board may levy a Lot Assessment against any Lot(s) and the Owner(s) thereof to reimburse the Association for costs incurred on behalf of the Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of enforcement (including court costs and the Association's legal fees, if applicable) relative to any deed restriction violation which exists on such Lot(s); costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other fines and charges reasonably determined to be a Lot Assessment by the Board. Upon its determination to levy a Lot Assessment, the Board shall give the affected Owner(s) written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Lot Assessment, 10 days prior to the effective date of the levy of any Lot Assessment. The Board may levy a Lot Assessment in the nature of a fine reasonably determined by the Board against the Lot of any Owner who violates the Rules, the Association Documents or any provision of this Declaration, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules, the Association Documents, or provisions of this Declaration.

6.06 Remedies.

A. Interest: Late Charge. If any Assessment remains unpaid for 10 days after all or any part thereof shall become due and payable, the Board may charge interest at the lesser of the rate of twelve percent (12%) per annum or the highest rate permitted by law, and the Board, or the Manager, if applicable, may collect an administrative collection charge of twenty-five dollars (\$25.00).

B. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including reasonable attorneys' fees shall become the personal obligation of the Owner(s) beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the

Association to institute an action at law on behalf of the Association against the Owner(s) personally obligated to pay any delinquent assessment. An Owner's personal obligation for a Lot's delinquent Assessments shall also be the personal obligation of his/her successors in title who acquire an interest after any Assessment becomes due and payable and both such Owner and his/her successor in title shall be jointly and severally liable therefore. Except as otherwise provided herein, the transfer of an interest in a Lot shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

C. Liens. All unpaid Assessments, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment remains unpaid for ten (10) days after it is due, then the Board may authorize any officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and costs with the appropriate governmental office containing a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, the amount of the unpaid portion of the Assessment, and such other information as the laws of the State may require. The certificate may be signed by any officer, authorized agent or Manager of the Association. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. The Assessment lien shall remain valid for a period of five (5) years from the date such certificate is duly filed, and may thereafter be renewed for like consecutive terms, until and unless the lien is released earlier or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or unless the lien is discharged by the final judgment or order of any court having jurisdiction. Notwithstanding the foregoing, the lien for Assessments provided for in this Section shall be subordinate to the lien of any bona fide first mortgage on a Lot.

D. Vote on Association Matters: Use of Common Area. If any Assessment remains unpaid for thirty (30) days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Area, except for necessary ingress and egress to his/her Lot, shall be suspended until such Assessment is paid.

## ARTICLE VII - Maintenance

7.01 Maintenance by Association. The Association shall maintain and keep in good repair the Common Area. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Common Area and all personal property used in connection with the operation of the Common Area.

7.02 Maintenance by Owner. Each Owner or occupant shall repair, replace, and maintain in good order and safe and sanitary condition, at his/her expense, his/her Lot, and all portions of, improvements to, structures on, and, equipment and components used in connection with, his/her Lot. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at his/her own

expense all maintenance, repairs and replacements within such Lot that, if omitted, would adversely affect the safety and usefulness of the Common Area. Each Owner shall maintain those portions of his/her Lot that are adjacent to any portion of the Common Area in accordance with the Rules and the requirements set forth in this Declaration.

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

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

#### ARTICLE VIII - Miscellaneous

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

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

8.03 Amendments. Until the Turnover Date, (or, if no Association is formed, until such time as Developer no longer continues to own any Lots at the Property), Developer may, in its sole and absolute discretion, unilaterally amend this Declaration at any time and from time to time, without the consent of any other Owners. Any such amendment may modify the provisions hereof and/or impose covenants, conditions, restrictions and easements upon the Property in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Property.

After the Turnover Date, Developer may unilaterally amend this Declaration, without the consent of any other Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots, (c) necessary to conform to the requirements of United States Federal Housing Administration, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner thereof has consented to such amendment in writing. No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege. Developer shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Declaration at any time and from time to time by executing and recording in the appropriate governmental office an amendment to this Declaration specifying that such additional property is part of the Property. An amendment to this Declaration shall not require the joinder or consent of the Association, other Owners, mortgagees or any other person. In addition, such amendments to the Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Developer, to reflect and address the different character or intended development of any such additional property.

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

8.05 Developer's Rights to Replat Developer's Property. Developer reserves the right, at any time and from time to time, to amend, alter or replat any plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by Developer and Owners consenting to such amendment, alteration or replatting shall be the subject of any such amendment, alteration or replatting. Each Owner and Member and the Association whose Lot is not altered by such amendment, alteration,

or replatting, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.

8.06 Mortgagee Rights. A holder or insurer of a first mortgage upon any Lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the Lot) shall be entitled to timely written notice of:

- (a) any proposed amendment of this Declaration;
- (b) any proposed termination of the Association; and
- (c) any default under this Declaration which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

Each holder and insurer of a first mortgage on any Lot shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the Association during normal business hours.

8.07 Indemnification. The Association shall indemnify every Board member, officer and trustee of the Association against any and all claims, liabilities, expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer or trustee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he/she may be a party by reason of being or having been an officer or trustee. The Board members, officers and trustees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The Board members, officers and trustees of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Board members, officers or trustees may also be Members of the Association), and the Association shall indemnify and forever hold each such Board member, officer and trustee free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any Board member, officer or trustee, or former Board member, officer or trustee, may be entitled.

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

8.09 Addition of Property. From time to time, the Declarant, or any successor or assign, may subject land adjacent to the Property to the terms and conditions of this Declaration without the assent of the Association or the Owners of Lots already included in the Property, and

after each subjection, such annexation property shall thereafter be included in the defined term Property as used in this Declaration. Declarant reserves the sole and absolute discretion to add land adjacent to the Property to this Declaration.

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

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

WITNESS THE DUE EXECUTION HEREOF THE 20<sup>th</sup> DAY OF September 2004.

MARONDA HOMES, INC. OF OHIO  
an Ohio corporation

By Lawrence A. Agostine, Jr.  
Lawrence A. Agostine, Jr.  
Vice President

STATE OF OHIO )  
COUNTY OF Franklin ) SS:

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of September, 2004, by Lawrence A. Agostine, Jr., Vice President of Maronda Homes, Inc. of Ohio, an Ohio corporation, for and on behalf of said corporation.

Dorothy Kerrigan  
Notary Public

THIS INSTRUMENT PREPARED BY:  
M. Shannon Martin  
Attorney at Law  
33 West First Street, Suite 600  
Dayton, Ohio 45402



DOROTHY KERRIGAN  
Notary Public, State of Ohio  
My commission expires 03-05-2006

S:\Wdcox\Client\002526\00308\00188969.Doc  
version: 1; 8/17/04 11:48 AM

REPLAT  
HOMESTEADS OF THE BORDER PLACE  
SECTION 3, PART 1  
LOT 17 & 18, QUARTER TOWNSHIP 3  
TOWN 1, RANGE 15, U.S.M.L.  
CITY OF PATASKALA, OHIO  
2021

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

CITY ADMINISTRATOR, PATASKALA, OHIO

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

DIRECTOR OF PUBLIC SERVICES PATASKALA, OHIO

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

DIRECTOR OF PLANNING PATASKALA, OHIO

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

CHAIRMAN, PLANNING AND ZONING COMMISSION, PATASKALA, OHIO

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

CITY ENGINEER, PATASKALA, OHIO

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

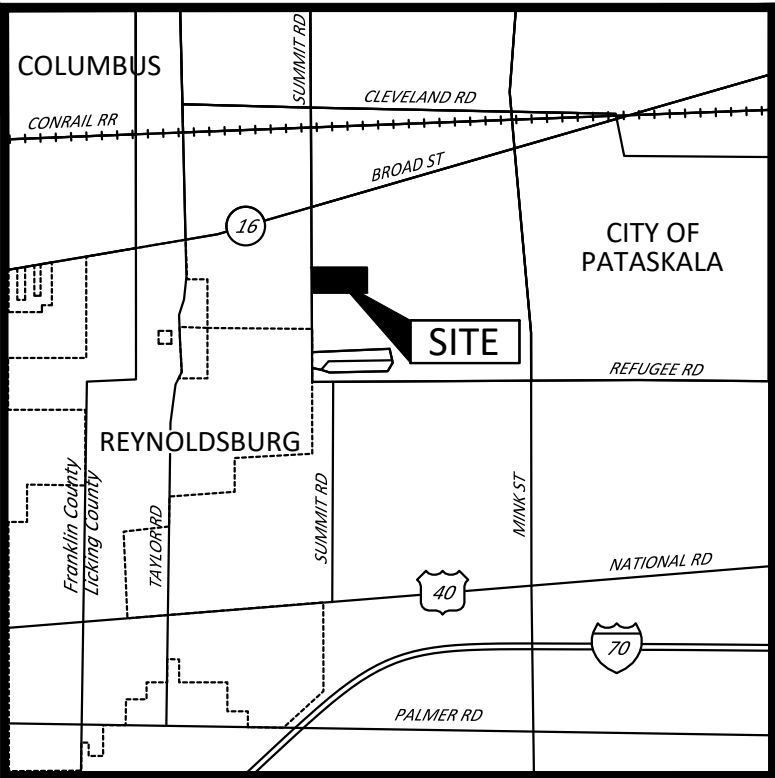
DIRECTOR, SOUTHWEST LICKING WATER AND SEWER DISTRICT PATASKALA, OHIO

TRANSFERRED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

AUDITOR, LICKING COUNTY, OHIO

FILED FOR RECORD:

RECORDER, LICKING COUNTY, OHIO



LOCATION MAP  
SCALE: 1" = 2000'

SURVEY DATA:

BASIS OF BEARINGS:  
AN OHIO STATE PLANE - SOUTH ZONE (NAD83/2011) GRID BEARING OF SOUTH 86°15'05" EAST WAS MEASURED FOR THE CENTERLINE OF HAYSTACK AVENUE ALONG LOTS 117-128 SHOWN OF RECORD ON "HOMESTEADS OF THE BORDER PLACE, SECTION 2 PART 2" IN INSTRUMENT #200505130014223 AND ALL OTHER BEARINGS WERE CALCULATED FROM SAID MERIDIAN.

SOURCE OF DATA:  
THE SOURCE OF RECORDED SURVEY DATA IS THE RECORDER'S OFFICE, LICKING COUNTY, OHIO.

- PERMANENT MARKERS:  
(TO BE SET AFTER CONSTRUCTION)
- 5/8-INCH REBAR, 30 INCHES LONG WITH PLASTIC CAP STAMPED "POWER 7935"
  - MAGNETIC SPIKE SET ON THE CENTERLINE OF RIGHT OF WAY ALIGNMENT

PROFESSIONAL SURVEYOR

WE DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE PREMISES, PREPARED THE ATTACHED PLAT, AND THAT SAID PLAT IS CORRECT. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF. DIMENSIONS SHOWN ALONG CURVES ARE CHORD MEASUREMENTS.

PRELIMINARY 04/27/2021

MARK D. POWER  
OHIO PROFESSIONAL SURVEYOR NO. 7935  
POWER GEOSPATIAL, LTD.  
P.O. BOX 581, LONDON, OHIO 43143  
PHONE: 614-546-8337

DATE

SITUATED IN THE STATE OF OHIO, LICKING COUNTY, CITY OF PATASKALA, PART OF ORIGINAL LOTS 17 AND 18, QUARTER TOWNSHIP 3, TOWNSHIP 1, RANGE 15, UNITED STATES MILITARY LANDS, AND BEING A REPLAT OF HOMESTEADS ON THE BORDER PLACE, SECTION 3 - PART 1, CONSISTING OF ALL OF THAT 14.360 ACRES OF LAND SUBDIVIDED IN INSTRUMENT # 200505130014223 AND 0.721 ACRES NOT HERETOFORE SUBDIVIDED OUT OF THAT 116.222 ACRE TRACT CONVEYED TO MARONDA HOMES, INC. OF OHIO, KNOWN AS PARCEL # 063-140208-00.000 AND RECORDED IN INSTRUMENT #200204240015642, RECORDER'S OFFICE, LICKING COUNTY, OHIO.

SAID REPLAT CONTAINING A TOTAL OF 15.081 ACRES OF LAND, OF WHICH 3.151 ACRES ARE TO BE DEDICATED AS PUBLIC RIGHT OF WAY.

THE UNDERSIGNED, MARONDA HOMES, INC. OF OHIO, HEREBY CERTIFIES THAT THE ATTACHED PLAT CORRECTLY REPRESENTS THEIR "REPLAT OF HOMESTEADS OF THE BORDER PLACE, SECTION 3, PART 1", A SUBDIVISION OF RESERVE A & LOTS 130-A THROUGH 175-A INCLUSIVE, AND DOES HEREBY ACCEPT THIS PLAT OF SAME, AND DEDICATES TO PUBLIC USE AS SUCH ALL OF THE AVENUES AND STREETS, SHOWN HEREIN AND NOT HERETOFORE DEDICATED.

THE UNDERSIGNED FURTHER AGREES THAT ANY USE OF THE IMPROVEMENTS MADE OF THIS LAND SHALL BE IN CONFORMITY WITH ALL EXISTING VALID ZONING, PLATTING, HEALTH, OR OTHER LAWFUL RULES AND REGULATIONS, INCLUDING THE APPLICABLE OFF-STREET PARKING AND LOADING REQUIREMENTS OF THE CITY OF PATASKALA, OHIO, FOR THE BENEFIT OF HIMSELF AND ALL OTHERS AND SUBSEQUENT OWNERS OR ASSIGNS TAKING TITLE FROM, UNDER, OR THROUGH THE UNDERSIGNED.

EASEMENTS ARE HEREBY RESERVED IN, OVER AND UNDER AREAS DESIGNATED ON THIS PLAT AS "UTILITY EASEMENT", OR "DRAINAGE EASEMENT", FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF ALL PUBLIC AND QUASI PUBLIC UTILITIES ABOVE AND BENEATH THE SURFACE OF THE GROUND INCLUDING, BUT NOT LIMITED TO, UTILITIES OWNED AND MAINTAINED BY THE CITY OF PATASKALA AND THE SOUTHWEST LICKING COMMUNITY WATER AND SEWER DISTRICT, AND WHERE NECESSARY, FOR THE CONSTRUCTION OPERATION AND MAINTENANCE OF SERVICE CONNECTIONS TO ALL ADJACENT LOTS AND LANDS.

WITHIN THOSE AREAS DESIGNATED "DRAINAGE EASEMENT" ON THIS PLAT, AN ADDITIONAL EASEMENT IS HEREBY RESERVED FOR THE PURPOSE OF CONSTRUCTION, OPERATING AND MAINTAINING MAJOR STORM WATER DRAINAGE SWALES AND/OR OTHER STORM WATER DRAINAGE FACILITIES. NO ABOVE GRADE STRUCTURES, DAMS OR OTHER OBSTRUCTIONS TO THE FLOW OF STORM WATER RUNOFF ARE PERMITTED WITHIN THESE DRAINAGE EASEMENT AREAS AS DELINEATED ON THIS PLAT UNLESS APPROVED BY THE PATASKALA CITY ENGINEER.

"RESERVE A" AS DESIGNATED AND DELINEATED HEREON, SHALL BE OWNED AND MAINTAINED BY AN ASSOCIATION OF THE OWNERS OF THE FEE SIMPLE TITLE TO LOT IN THE HOMESTEADS OF THE BORDER PLACE SUBDIVISIONS FOR THE PURPOSE OF STORM WATER MANAGEMENT.

IN WITNESS WHEREOF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

SIGNED \_\_\_\_\_  
JAMES F. BAUER, EXECUTIVE VICE-PRESIDENT  
MARONDA HOMES, INC. OF OHIO

WITNESS \_\_\_\_\_

WITNESS \_\_\_\_\_

STATE OF OHIO  
CITY OF PATASKALA

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID CITY PERSONALLY CAME

WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED FOR THE PURPOSES THEREIN EXPRESSED.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

BY: \_\_\_\_\_

DEVELOPER INFORMATION

MARONDA HOMES INC. OF OHIO  
3148 BROADWAY, SUITE 305  
GROVE CITY, OHIO 43123  
ATTN: MR. TODD LIPSCHUTZ  
tlipschutz@maronda.com

REPLAT  
HOMESTEADS OF THE BORDER PLACE  
SECTION 3, PART 1  
CITY OF PATASKALA, LICKING COUNTY, OHIO

JOB NO.	1026
DRAWN BY	MDP
DESIGN BY	MJM
CHECKED BY	CMT

SHEET

1

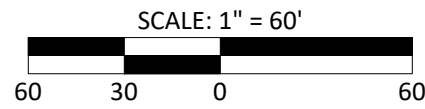
OF

3

TEBBE CIVIL ENGINEERING, LLC

4700 Lakehurst Court, Suite 135  
Dublin, Ohio 43016  
Phone (614) 845-5885 • Chris@TebbeCivil.Com





DISTANCE LABELED ON A CURVE IS THE CHORD.

BASIS OF BEARINGS:  
AN OHIO STATE PLANE - SOUTH ZONE (NAD83/2011) GRID BEARING OF SOUTH 86°15'05" EAST WAS MEASURED FOR THE CENTERLINE OF HAYSTACK AVENUE ALONG LOTS 117-128 SHOWN OF RECORD ON "HOMESTEADS OF THE BORDER PLACE, SECTION 2 PART 2" IN INSTRUMENT #200505130014223 AND ALL OTHER BEARINGS WERE CALCULATED FROM SAID MERIDIAN.

SOURCE OF DATA:  
THE SOURCE OF RECORDED SURVEY DATA IS THE RECORDER'S OFFICE, LICKING COUNTY, OHIO.

PERMANENT MARKERS:  
(TO BE SET AFTER CONSTRUCTION)

- 5/8-INCH REBAR, 30 INCHES LONG WITH PLASTIC CAP STAMPED "POWER 7935"
- MAGNETIC SPIKE SET ON THE CENTERLINE OF RIGHT OF WAY ALIGNMENT

Homesteads on the Border Place  
Homeowners Association  
3.171 Acres  
Inst. 200905080009793  
P.B. 17, PG. 103

SECTION 2, PART 1  
HOMESTEADS OF THE BORDER PLACE  
P.B. 17, PG. 103

SECTION 2, PART 1  
HOMESTEADS OF THE BORDER PLACE  
P.B. 17, PG. 103

PARCEL #063-140208-00.000  
MARONDA HOMES INC. OF OHIO  
INST. 200204240015642

CENTERLINE CURVE 1  
R=150.00'  
L=76.20'  
Δ=29°06'27"  
BRG.=S50°30'43"W  
CHD. DIST.=75.39'

RESERVE A  
1.114 AC.

R=175.00'  
L=111.45'  
Δ=36°29'16"  
BRG.=S17°42'51"W  
CHD. DIST.=109.57'

R=125.00'  
L=63.50'  
Δ=29°06'27"  
BRG.=S50°30'43"W  
CHD. DIST.=62.82'

REPLAT  
HOMESTEADS OF THE BORDER PLACE  
SECTION 3, PART 1  
CITY OF PATASKALA, LICKING COUNTY, OHIO

TEBBE CIVIL  
ENGINEERING, LLC  
4700 Lakehurst Court, Suite 135  
Dublin, Ohio 43016  
Phone (614) 845-5885 • Chris@TebbeCivil.Com

JOB NO.	1026
DRAWN BY	MDP
DESIGN BY	MJM
CHECKED BY	CMT

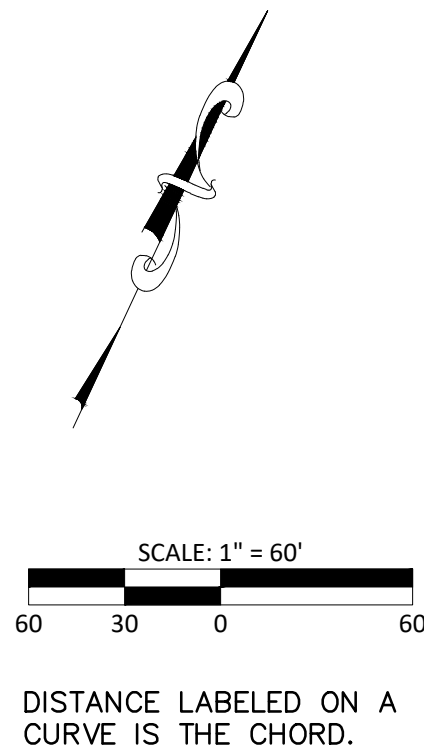
SHEET

2

OF 3

PRELIMINARY 04/27/2021



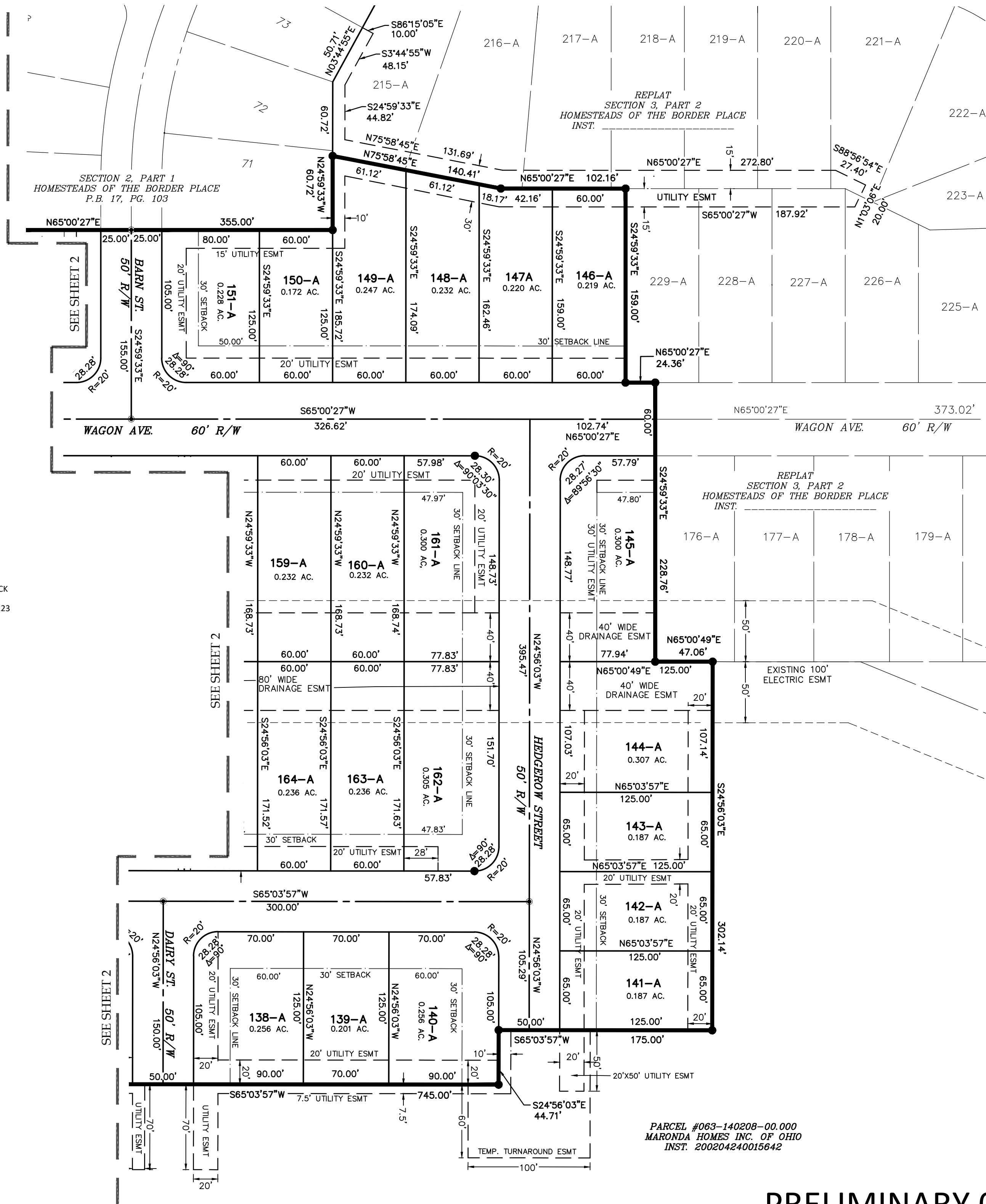


BASIS OF BEARINGS:  
AN OHIO STATE PLANE - SOUTH ZONE (NAD83/2011) GRID BEARING OF SOUTH 86°15'05" EAST WAS MEASURED FOR THE CENTERLINE OF HAYSTACK AVENUE ALONG LOTS 117-128 SHOWN OF RECORD ON "HOMESTEADS OF THE BORDER PLACE, SECTION 2 PART 2" IN INSTRUMENT #200505130014223 AND ALL OTHER BEARINGS WERE CALCULATED FROM SAID MERIDIAN.

SOURCE OF DATA:  
THE SOURCE OF RECORDED SURVEY DATA IS THE RECORDER'S OFFICE, LICKING COUNTY, OHIO.

PERMANENT MARKERS:  
(TO BE SET AFTER CONSTRUCTION)

- 5/8-INCH REBAR, 30 INCHES LONG WITH PLASTIC CAP STAMPED "POWER 7935"
- MAGNETIC SPIKE SET ON THE CENTERLINE OF RIGHT OF WAY ALIGNMENT



PARCEL #063-140208-00.000  
MARONDA HOMES INC. OF OHIO  
INST. 200204240015642

PRELIMINARY 04/27/2021

REPLAT  
HOMESTEADS OF THE BORDER PLACE  
SECTION 3, PART 1  
CITY OF PATASKALA, LICKING COUNTY, OHIO

JOB NO.	1026
DRAWN BY	MDP
DESIGN BY	MJM
CHECKED BY	CMT

SHEET

3

OF 3

TEBBE  
CIVIL  
ENGINEERING, LLC

4700 Lakehurst Court, Suite 135  
Dublin, Ohio 43016  
Phone (614) 845-5885 • Chris@TebbeCivil.Com

# HOMESTEADS OF THE BORDER PLACE

## SECTION 3, PART 1

### CITY OF PATASKALA, OHIO

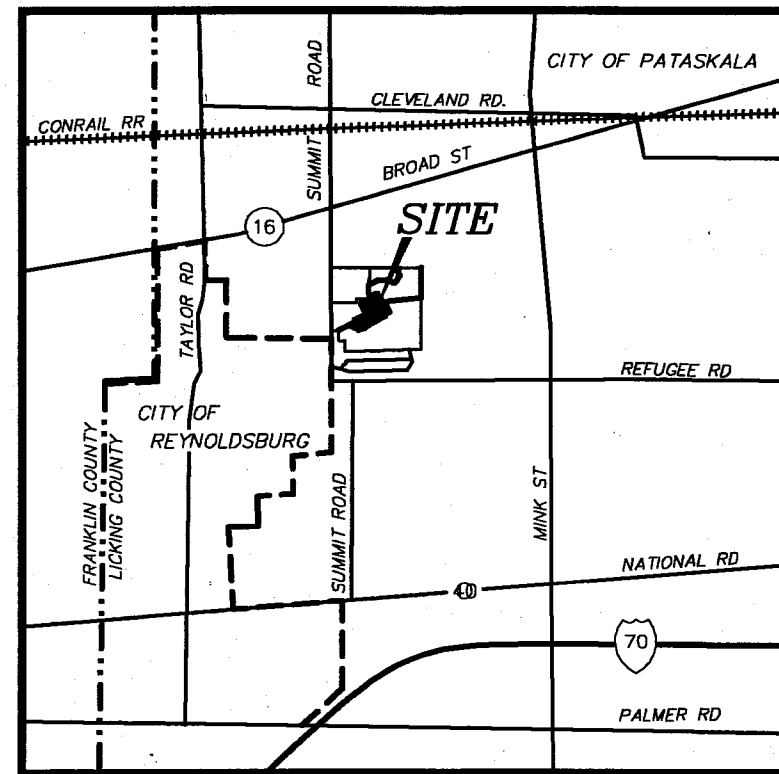
APPROVED THIS 26<sup>th</sup> DAY OF April, 2005 James H. Cochran  
CITY ADMINISTRATOR, PATASKALA, OHIO

APPROVED THIS 25<sup>th</sup> DAY OF April 2005 Michael A. From  
DIRECTOR, SOUTHWEST LICKING WATER AND SEWER DISTRICT

APPROVED THIS 26<sup>th</sup> DAY OF April 05 Lewis Hooker  
DIRECTOR OF PUBLIC SERVICES PATASKALA, OHIO

APPROVED THIS 21<sup>st</sup> DAY OF APRIL David W. Ewan  
CITY ENGINEER, PATASKALA, OHIO

APPROVED THIS 5<sup>th</sup> DAY OF May 2005 Richard Boggs  
PLANNING & ZONING COMMISSION CHAIRPERSON PATASKALA, OHIO



LOCATION MAP

-NOT TO SCALE-

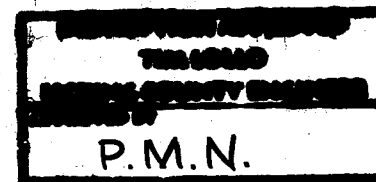
#### SURVEY DATA:

BASIS OF BEARINGS:  
THE NORTH LINE OF "HOMESTEADS OF THE BORDER PLACE, SECTION 1"  
SOUTH 89°51'58" EAST, OF RECORD IN PLAT CABINET 16, PAGES 79 AND 78  
AND ALL OTHER BEARINGS WERE CALCULATED FROM SAID MERIDIAN.

SOURCE OF DATA:  
THE SOURCE OF RECORDED SURVEY DATA IS THE RECORDER'S  
OFFICE, LICKING COUNTY, OHIO.

PERMANENT MARKERS:  
TO BE SET AFTER CONSTRUCTION

- IRON PIPE SET  
IRON PIPE, THIRTEEN SIXTEENTHS INCH INSIDE DIAMETER, THIRTY INCHES  
LONG, WITH A PLASTIC PLUG PLACED IN THE TOP END BEARING THE NAME  
"POMEROY & ASSOC."
- "MAG" NAIL SET  
1" PARKER-KALON MAGNETIC NAIL SET AT STREET INTERSECTION AS SHOWN.
- IRON PIN FOUND

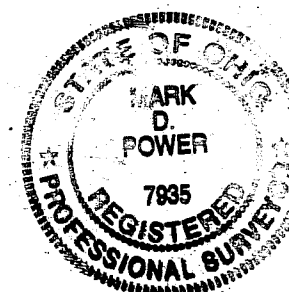


**Pomeroiy & Associates**  
Consulting Engineers & Surveyors

599 Scherers Court • Worthington, Ohio 43085  
Phone (614) 885-2498 • Fax (614) 885-2886

WE DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE PREMISES,  
PREPARED THE ATTACHED PLAT, AND THAT SAID PLAT IS CORRECT. ALL  
DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF. DIMENSIONS SHOWN  
ALONG CURVES ARE CHORD MEASUREMENTS.

BY Mark D. Power 7-16-03 DATE  
MARK D. POWER  
OHIO PROFESSIONAL SURVEYOR NO. 7935



SITUATED IN THE STATE OF OHIO, LICKING COUNTY, CITY OF PATASKALA  
PART OF ORIGINAL LOTS 17 AND 18, QUARTER TOWNSHIP 3, TOWNSHIP 1  
RANGE 15, UNITED STATES MILITARY LANDS, AND BEING A SUBDIVISION OF  
14.360 ACRES OF LAND, OF WHICH 3.151 ACRES ARE TO BE DEDICATED AS  
PUBLIC RIGHT OF WAY, AND BEING A PART OF THAT 116.222 ACRE TRACT  
CONVEYED TO MARONDA HOMES, INC. OF OHIO, OF RECORD IN INSTRUMENT  
NUMBER 200204240015642, RECORDER'S OFFICE, LICKING COUNTY, OHIO.

THE UNDERSIGNED, MARONDA HOMES, INC. OF OHIO, HEREBY CERTIFIES  
THAT THE ATTACHED PLAT CORRECTLY REPRESENTS THEIR "HOMESTEADS  
OF THE BORDER PLACE, SECTION 3, PART 1", A SUBDIVISION OF LOTS 129  
THROUGH 175 INCLUSIVE, DOES HEREBY ACCEPT THIS PLAT OF SAME, AND  
DEDICATES TO PUBLIC USE AS SUCH ALL OF THE AVENUES, LANES AND  
STREETS SHOWN HEREIN AND NOT HERETOFORE DEDICATED.

THE UNDERSIGNED FURTHER AGREES THAT ANY USE OF THE  
IMPROVEMENTS MADE OF THIS LAND SHALL BE IN CONFORMITY WITH  
ALL EXISTING VALID ZONING, PLATTING, HEALTH, OR OTHER LAWFUL  
RULES AND REGULATIONS, INCLUDING THE APPLICABLE OFF-STREET  
PARKING AND LOADING REQUIREMENTS OF THE CITY OF PATASKALA,  
OHIO, FOR THE BENEFIT OF HIMSELF AND ALL OTHERS AND  
SUBSEQUENT OWNERS OR ASSIGNS TAKING TITLE FROM, UNDER, OR  
THROUGH THE UNDERSIGNED.

EASEMENTS ARE HEREBY RESERVED IN, OVER AND UNDER AREAS  
DESIGNATED ON THIS PLAT AS "UTILITY EASEMENT", OR "DRAINAGE  
EASEMENT", FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE  
OF ALL PUBLIC AND QUASI PUBLIC UTILITIES ABOVE AND BENEATH  
THE SURFACE OF THE GROUND INCLUDING, BUT NOT LIMITED TO,  
UTILITIES OWNED AND MAINTAINED BY THE CITY OF PATASKALA AND  
THE SOUTHWEST LICKING COMMUNITY WATER AND SEWER DISTRICT,  
AND WHERE NECESSARY, FOR THE CONSTRUCTION OPERATION AND  
MAINTENANCE OF SERVICE CONNECTIONS TO ALL ADJACENT LOTS  
AND LANDS.

WITHIN THOSE AREAS DESIGNATED "DRAINAGE EASEMENT" ON THIS  
PLAT, AN ADDITIONAL EASEMENT IS HEREBY RESERVED FOR THE  
PURPOSE OF CONSTRUCTION, OPERATING AND MAINTAINING MAJOR  
STORM WATER DRAINAGE SWALES AND/OR OTHER STORM WATER  
DRAINAGE FACILITIES. NO ABOVE GRADE STRUCTURES, DAMS OR  
OTHER OBSTRUCTIONS TO THE FLOW OF STORM WATER RUNOFF ARE  
PERMITTED WITHIN THESE DRAINAGE EASEMENT AREAS AS  
DELINEATED ON THIS PLAT UNLESS APPROVED BY THE PATASKALA  
CITY ENGINEER.

IN WITNESS THEREOF THIS 23<sup>rd</sup> DAY OF July 2003

SIGNED James F. Bauer  
JAMES F. BAUER, EXECUTIVE VICE-PRESIDENT  
MARONDA HOMES, INC. OF OHIO

WITNESS Dorothy Kewigan

WITNESS Stacy Hedick

STATE OF OHIO  
CITY OF PATASKALA

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID CITY PERSONALLY

CAME James F. Bauer

WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT  
TO BE THEIR VOLUNTARY ACT AND DEED FOR THE PURPOSES THEREIN  
EXPRESSED.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED  
MY SEAL THIS 23<sup>rd</sup> DAY OF JULY

BY: Dorothy Kewigan



DOROTHY KEWIGAN  
Notary Public, State of Ohio  
My commission expires 03-05-2006

FINAL PLAT  
HOMESTEADS ON THE BORDER PLACE  
SECTION 3, PART 1  
CITY OF PATASKALA

REVISIONS

JOB NO.	1624
DRAWN BY	MP
DESIGN BY	TMC
CHECKED BY	NSE

SHEET

1

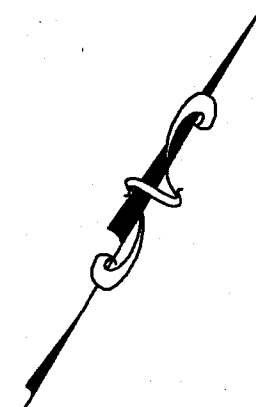
OF

3

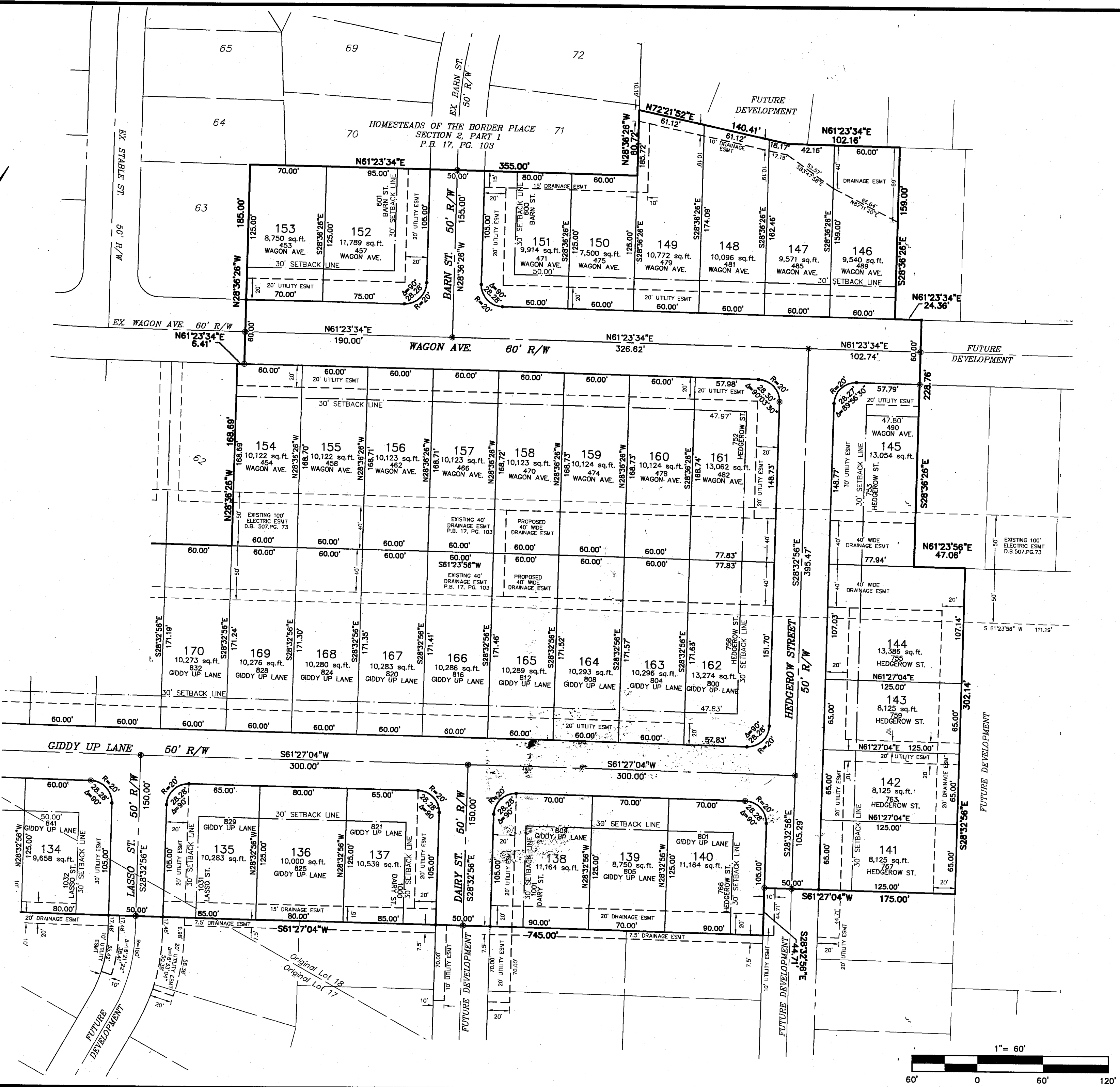
**Pomeroiy & Associates**  
Consulting Engineers & Surveyors  
599 Scherers Court • Worthington, Ohio 43085  
Phone (614) 885-2498 • Fax (614) 885-2886







SEE SHEET 2



FINAL PLAT  
HOMESTEADS ON THE BORDER PLACE  
SECTION 3, PART 1  
CITY OF PATASKALA

REVISIONS	
JOB NO.	1624
DRAWN BY	MP
DESIGN BY	TC
CHECKED BY	NE

SHEET

3

OF

3

# REPLAT HOMESTEADS OF THE BORDER PLACE SECTION 3, PART 2 LOT 18, QUARTER TOWNSHIP 3 TOWN 1, RANGE 15, U.S.M.L. CITY OF PATASKALA, OHIO 2021

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
CITY ADMINISTRATOR, PATASKALA, OHIO

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
DIRECTOR OF PUBLIC SERVICES PATASKALA, OHIO

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
DIRECTOR OF PLANNING PATASKALA, OHIO

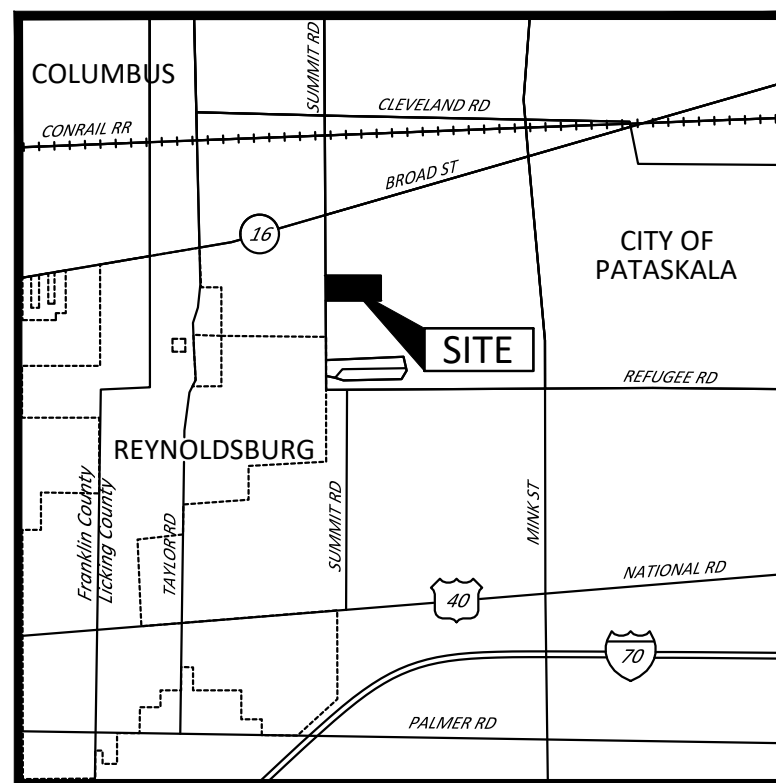
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
CHAIRMAN, PLANNING AND ZONING COMMISSION, PATASKALA, OHIO

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
CITY ENGINEER, PATASKALA, OHIO

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
DIRECTOR, SOUTHWEST LICKING  
WATER AND SEWER DISTRICT PATASKALA, OHIO

TRANSFERRED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
AUDITOR, LICKING COUNTY, OHIO

FILED FOR RECORD: \_\_\_\_\_  
RECORDER, LICKING COUNTY, OHIO



LOCATION MAP  
SCALE: 1" = 2000'

## SURVEY DATA:

BASIS OF BEARINGS:  
AN OHIO STATE PLANE - SOUTH ZONE (NAD83/2011) GRID BEARING OF SOUTH 86°15'05" EAST WAS MEASURED FOR THE CENTERLINE OF HAYSTACK AVENUE ALONG LOTS 117-128 SHOWN OF RECORD ON "HOMESTEADS OF THE BORDER PLACE, SECTION 2 PART 2" IN INSTRUMENT #200505130014223 AND ALL OTHER BEARINGS WERE CALCULATED FROM SAID MERIDIAN.

SOURCE OF DATA:  
THE SOURCE OF RECORDED SURVEY DATA IS THE RECORDER'S OFFICE, LICKING COUNTY, OHIO.

PERMANENT MARKERS:  
(TO BE SET AFTER CONSTRUCTION)

- 5/8-INCH REBAR, 30 INCHES LONG WITH PLASTIC CAP STAMPED "POWER 7935"
- MAGNETIC SPIKE SET ON THE CENTERLINE OF RIGHT OF WAY ALIGNMENT

## PROFESSIONAL SURVEYOR

WE DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE PREMISES, PREPARED THE ATTACHED PLAT, AND THAT SAID PLAT IS CORRECT. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF. DIMENSIONS SHOWN ALONG CURVES ARE CHORD MEASUREMENTS.

PRELIMINARY 04/23/2021

MARK D. POWER  
OHIO PROFESSIONAL SURVEYOR NO. 7935  
POWER GEOSPATIAL, LTD.  
P.O. BOX 581, LONDON, OHIO 43143  
PHONE: 614-546-8337

DATE

SITUATED IN THE STATE OF OHIO, LICKING COUNTY, CITY OF PATASKALA, PART OF ORIGINAL LOT 18, QUARTER TOWNSHIP 3, TOWNSHIP 1, RANGE 15, UNITED STATES MILITARY LANDS, AND BEING A REPLAT OF HOMESTEADS ON THE BORDER PLACE, SECTION 3 - PART 2 CONSISTING OF ALL OF THAT 26.074 ACRES OF LAND SUBDIVIDED IN INSTRUMENT # 200505130014223.

SAID REPLAT CONTAINING A TOTAL OF 26.074 ACRES OF LAND, OF WHICH 3.219 ACRES ARE TO BE DEDICATED AS PUBLIC RIGHT OF WAY.

THE UNDERSIGNED, MARONDA HOMES, INC. OF OHIO, HEREBY CERTIFIES THAT THE ATTACHED PLAT CORRECTLY REPRESENTS THEIR "REPLAT OF HOMESTEADS OF THE BORDER PLACE, SECTION 3, PART 2", A SUBDIVISION OF RESERVE A AND LOTS 176-A THROUGH 229-A INCLUSIVE, AND DOES HEREBY ACCEPT THIS PLAT OF SAME, AND DEDICATES TO PUBLIC USE AS SUCH ALL OF THE AVENUES AND STREETS, SHOWN HEREIN AND NOT HERETOFORE DEDICATED.

THE UNDERSIGNED FURTHER AGREES THAT ANY USE OF THE IMPROVEMENTS MADE OF THIS LAND SHALL BE IN CONFORMITY WITH ALL EXISTING VALID ZONING, PLATTING, HEALTH, OR OTHER LAWFUL RULES AND REGULATIONS, INCLUDING THE APPLICABLE OFF-STREET PARKING AND LOADING REQUIREMENTS OF THE CITY OF PATASKALA, OHIO, FOR THE BENEFIT OF HIMSELF AND ALL OTHERS AND SUBSEQUENT OWNERS OR ASSIGNS TAKING TITLE FROM, UNDER, OR THROUGH THE UNDERSIGNED.

EASEMENTS ARE HEREBY RESERVED IN, OVER AND UNDER AREAS DESIGNATED ON THIS PLAT AS "UTILITY EASEMENT", OR "DRAINAGE EASEMENT", FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF ALL PUBLIC AND QUASI PUBLIC UTILITIES ABOVE AND BENEATH THE SURFACE OF THE GROUND INCLUDING, BUT NOT LIMITED TO, UTILITIES OWNED AND MAINTAINED BY THE CITY OF PATASKALA AND THE SOUTHWEST LICKING COMMUNITY WATER AND SEWER DISTRICT, AND WHERE NECESSARY, FOR THE CONSTRUCTION OPERATION AND MAINTENANCE OF SERVICE CONNECTIONS TO ALL ADJACENT LOTS AND LANDS.

WITHIN THOSE AREAS DESIGNATED "DRAINAGE EASEMENT" ON THIS PLAT, AN ADDITIONAL EASEMENT IS HEREBY RESERVED FOR THE PURPOSE OF CONSTRUCTION, OPERATING AND MAINTAINING MAJOR STORM WATER DRAINAGE SWALES AND/OR OTHER STORM WATER DRAINAGE FACILITIES. NO ABOVE GRADE STRUCTURES, DAMS OR OTHER OBSTRUCTIONS TO THE FLOW OF STORM WATER RUNOFF ARE PERMITTED WITHIN THESE DRAINAGE EASEMENT AREAS AS DELINEATED ON THIS PLAT UNLESS APPROVED BY THE PATASKALA CITY ENGINEER.

RESERVE A: RESERVE A AS DESIGNATED AND DELINEATED HEREON, SHALL FOREVER BE RESTRICTED FROM DEVELOPMENT WITH BUILDINGS, STRUCTURES, AND USES AND THE NATURAL STATE OF SAID RESERVE SHALL REMAIN UNDISTURBED. IT IS ALSO THE INTENT AND PURPOSE TO RESTRICT AND FORBID ANY ACTIVITY OR USE WHICH WOULD AS A NATURAL CONSEQUENCE OF SUCH, IMPEDED OR MAKE MORE DIFFICULT THE ACCOMPLISHMENT OF THE PURPOSE OF WHICH THE RESERVE IS CREATED. ADDITIONAL RESTRICTIONS INCLUDE:

1. NO DUMPING OR BURNING OF REFUSE
2. NO HUNTING OR TRAPPING
3. NATURAL RESOURCES OF THE RESERVE SHALL REMAIN UNDISTURBED AND NO TOPSOIL, SAND, GRAVEL, OR ROCK SHALL BE EXCAVATED, REMOVED OR GRADED.
4. NOTHING SHALL BE PERMITTED TO OCCUR ON THE PREMISES WHICH WOULD CONTRIBUTE TO THE EROSION OF THE LAND AND NO TREES SHALL BE CUT OR REMOVED, EXCEPT FOR THE REMOVAL OF SUCH DEDA DISEASED, NOXIOUS, OR DECAYED TREES OR VEGETATION WHICH MAY BE REQUIRED FOR CONSERVATION OR SCENIC PURPOSES, OR FOR REASONS OF PUBLIC SAFETY.
5. NO PRIVATE ENCROACHMENT SHALL BE PERMITTED, SUCH AS, BUT NOT LIMITED TO, PLANTING OF FLOWERS, SHRUBS, GARDEN MATERIAL, ETC., DUMPING OF TRASH OR DEBRIS, OR THE INSTALLATION OF ANY TYPE OF RECREATION OR OTHER FACILITY OR CONVENIENCE.

IN WITNESS WHEREOF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

SIGNED \_\_\_\_\_  
JAMES F. BAUER, EXECUTIVE VICE-PRESIDENT  
MARONDA HOMES, INC. OF OHIO

WITNESS \_\_\_\_\_

WITNESS \_\_\_\_\_

STATE OF OHIO  
CITY OF PATASKALA

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID CITY PERSONALLY CAME

WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED FOR THE PURPOSES THEREIN EXPRESSED.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

BY: \_\_\_\_\_

## DEVELOPER INFORMATION

MARONDA HOMES INC. OF OHIO  
3148 BROADWAY, SUITE 305  
GROVE CITY, OHIO 43123  
ATTN: MR. TODD LIPSCHUTZ  
tlipschutz@maronda.com

REPLAT  
HOMESTEADS OF THE BORDER PLACE  
SECTION 3, PART 2  
CITY OF PATASKALA, LICKING COUNTY, OHIO

JOB NO.	1026
DRAWN BY	MDP
DESIGN BY	MJM
CHECKED BY	CMT

SHEET

1

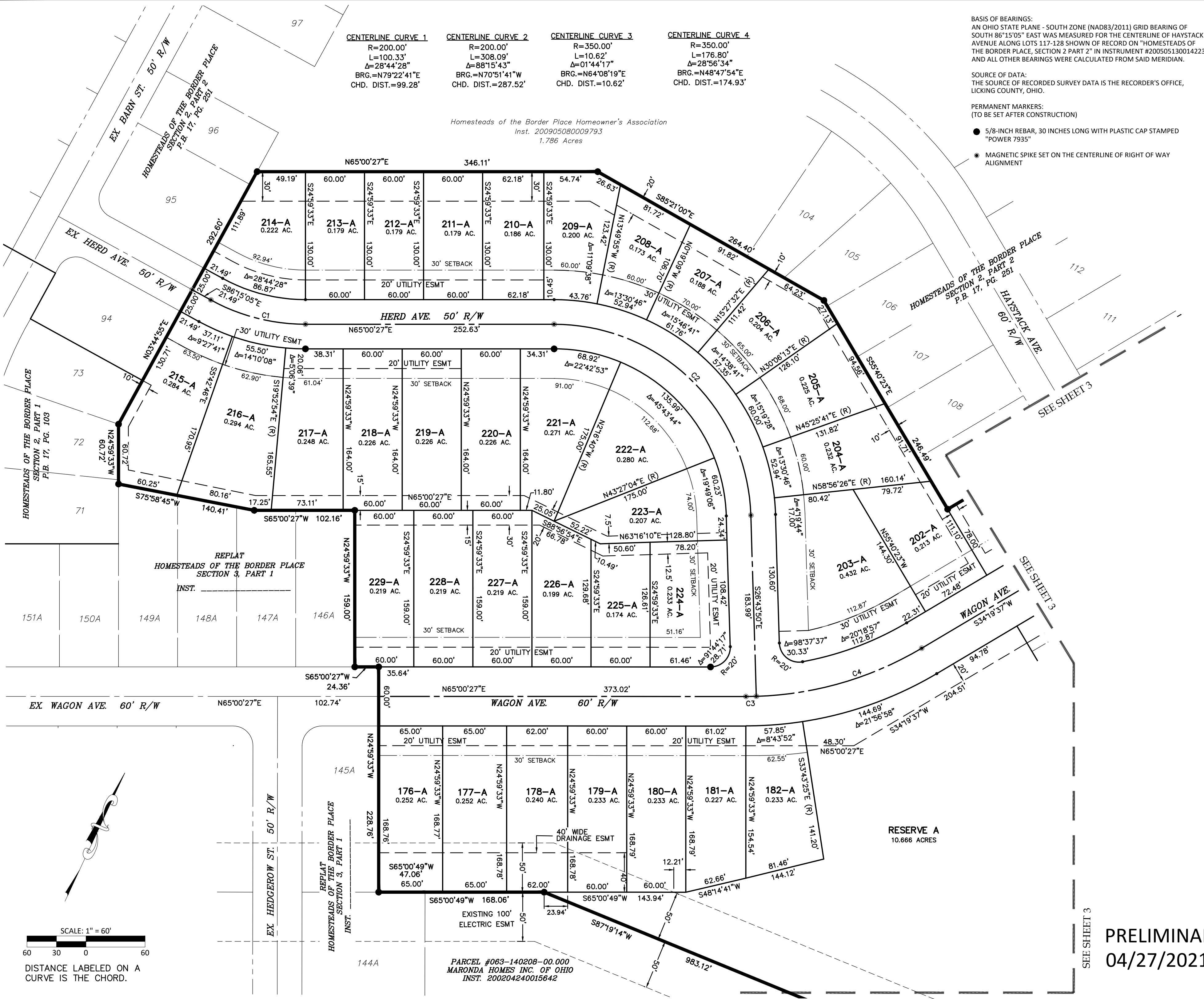
OF 3

TEBBE CIVIL ENGINEERING, LLC

4700 Lakehurst Court, Suite 135  
Dublin, Ohio 43016  
Phone (614) 845-5885 • Chris@TebbeCivil.Com



C:\USERS\MARK\WORK\2021\PROJECTS\HOMESTEADS\DWG\2021\04\27\2021\04272021.DWG (4/28/2021 10:13:48 AM, N/A)



**REPLAT**

**HOMESTEADS OF THE BORDER PLACE**

**SECTION 3, PART 1**

**CITY OF PATASKALA, LICKING COUNTY, OHIO**

JOB NO.	1026
DRAWN BY	MDP
DESIGN BY	MJM
CHECKED BY	CMT



BASIS OF BEARINGS:  
AN OHIO STATE PLANE - SOUTH ZONE (NAD83/2011) GRID BEARING OF  
SOUTH 86°15'05" EAST WAS MEASURED FOR THE CENTERLINE OF HAYSTACK  
AVENUE ALONG LOTS 117-128 SHOWN OF RECORD ON "HOMESTEADS OF  
THE BORDER PLACE, SECTION 2 PART 2" IN INSTRUMENT #200505130014223  
AND ALL OTHER BEARINGS WERE CALCULATED FROM SAID MERIDIAN.

SOURCE OF DATA:  
THE SOURCE OF RECORDED SURVEY DATA IS THE RECORDER'S OFFICE,  
LICKING COUNTY, OHIO.

PERMANENT MARKERS:  
(TO BE SET AFTER CONSTRUCTION)

- 5/8-INCH REBAR, 30 INCHES LONG WITH PLASTIC CAP STAMPED  
"POWER 7935"
- MAGNETIC SPIKE SET ON THE CENTERLINE OF RIGHT OF WAY  
ALIGNMENT

Homesteads of the Border Place  
Homeowner's Association  
Inst. 200905080009793  
1.786 Acres

Timothy and Cheryl May  
I.N. 199908040032510  
48.310 Ac.

Original Lot 19  
Original Lot 18

Brenda Starr-Jude, Tr.  
Inst. 201706200012948  
Inst. 201609260020906  
33.645 Ac.

Reserve F  
Broadmoore Commons, Ph. 5  
Inst. 202004070007783

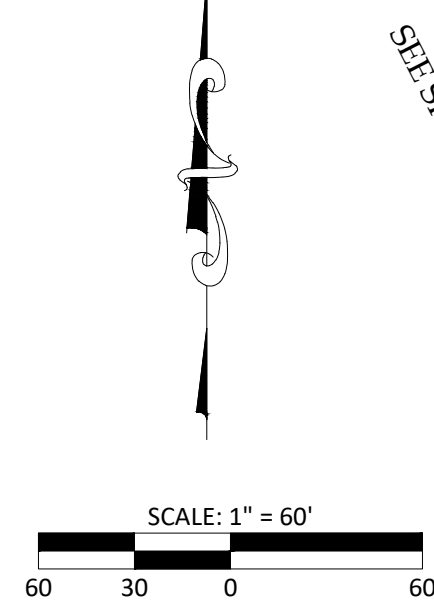
Mink Street Investments  
Inst. 200309240046380  
100 Ac.

RESERVE A  
10.666 ACRES

CENTERLINE CURVE 4  
R=350.00'  
L=176.80'  
Δ=28°56'34"  
BRG.=N48°47'54"E  
CHD. DIST.=174.93'

CENTERLINE CURVE 5  
R=150.00'  
L=138.74'  
Δ=52°59'37"  
BRG.=N29°10'35"W  
CHD. DIST.=133.84'

E1 S2°40'46"E 20.75'  
E2 N58°15'21"W 14.61'  
E3 N31°19'29"E 15.00'  
E4 N35°30'26"W 19.24'  
E5 S2°26'58"E 32.47'  
E6 N87°33'02"E 20.00'  
E7 S2°26'58"E 15.19'



DISTANCE LABELED ON A  
CURVE IS THE CHORD.

PARCEL #063-140208-00.000  
MARONDA HOMES INC. OF OHIO  
INST. 200204240015642

TEBBE  
CIVIL  
ENGINEERING, LLC

4700 Lakehurst Court, Suite 135  
Dublin, Ohio 43016  
Phone (614) 845-5885 • Chris@TebbeCivil.Com

REPLAT  
HOMESTEADS OF THE BORDER PLACE  
SECTION 3, PART 2  
CITY OF PATASKALA, LICKING COUNTY, OHIO

JOB NO.	1026
DRAWN BY	MDP
DESIGN BY	MJM
CHECKED BY	CMT

SHEET

3

OF 3

PRELIMINARY  
04/27/2021

# HOMESTEADS OF THE BORDER PLACE

## SECTION 3, PART 2

### CITY OF PATASKALA, OHIO

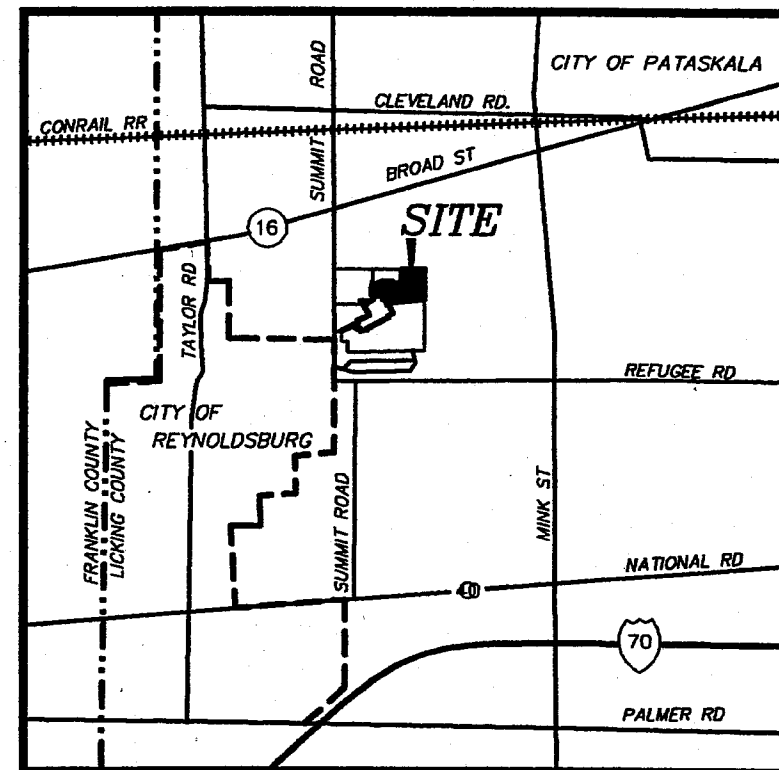
APPROVED THIS 26<sup>th</sup> DAY OF April, 2005 James K. Kohnke  
CITY ADMINISTRATOR, PATASKALA, OHIO

APPROVED THIS 25<sup>th</sup> DAY OF April 2005 Mark A. From  
DIRECTOR, SOUTHWEST LICKING WATER AND SEWER DISTRICT

APPROVED THIS 26<sup>th</sup> DAY OF April 05 Lewis Hodkinson  
DIRECTOR OF PUBLIC SERVICES PATASKALA, OHIO

APPROVED THIS 21<sup>st</sup> DAY OF APRIL David W. Brown  
CITY ENGINEER, PATASKALA, OHIO

APPROVED THIS 5<sup>th</sup> DAY OF May 2005 Richard Ross  
PLANNING & ZONING COMMISSION PATASKALA, OHIO  
CHAIRPERSON



LOCATION MAP

-NOT TO SCALE-

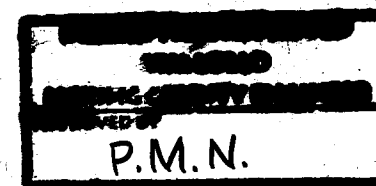
#### SURVEY DATA:

BASIS OF BEARINGS:  
THE NORTH LINE OF "HOMESTEADS OF THE BORDER PLACE, SECTION 1"  
SOUTH 89°51'58" EAST, OF RECORD IN PLAT CABINET 16, PAGES 79 AND 78  
AND ALL OTHER BEARINGS WERE CALCULATED FROM SAID MERIDIAN.

SOURCE OF DATA:  
THE SOURCE OF RECORDED SURVEY DATA IS THE RECORDER'S  
OFFICE, LICKING COUNTY, OHIO.

PERMANENT MARKERS:  
TO BE SET AFTER CONSTRUCTION

- IRON PIPE SET  
IRON PIPE, THIRTEEN SIXTEENTHS INCH INSIDE DIAMETER, THIRTY INCHES  
LONG, WITH A PLASTIC PLUG PLACED IN THE TOP END BEARING THE NAME  
"POMEROY & ASSOC."
- "MAG" NAIL SET  
1" PARKER-KALON MAGNETIC NAIL SET AT STREET INTERSECTION AS SHOWN.
- IRON PIN FOUND

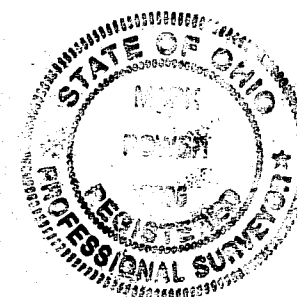


**Pomeroy & Associates**  
Consulting Engineers & Surveyors

599 Scherers Court • Worthington, Ohio 43085  
Phone (614) 885-2498 • Fax (614) 885-2886

WE DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE ABOVE PREMISES,  
PREPARED THE ATTACHED PLAT, AND THAT SAID PLAT IS CORRECT. ALL  
DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF. DIMENSIONS SHOWN  
ALONG CURVES ARE CHORD MEASUREMENTS.

BY: Mark D. Power 7-16-03  
MARK D. POWER DATE  
OHIO PROFESSIONAL SURVEYOR NO. 7935



SITUATED IN THE STATE OF OHIO, LICKING COUNTY, CITY OF PATASKALA  
PART OF ORIGINAL LOTS 17 AND 18, QUARTER TOWNSHIP 3, TOWNSHIP 1  
RANGE 15, UNITED STATES MILITARY LANDS, AND BEING A SUBDIVISION OF  
26.074 ACRES OF LAND, OF WHICH 3.148 ACRES ARE TO BE DEDICATED AS  
PUBLIC RIGHT OF WAY, AND BEING A PART OF OF THAT 116.222 ACRE TRACT  
CONVEYED TO MARONDA HOMES, INC. OF OHIO, OF RECORD IN INSTRUMENT  
NUMBER 200204240015642, RECORDER'S OFFICE, LICKING COUNTY, OHIO.

THE UNDERSIGNED, MARONDA HOMES, INC. OF OHIO, HEREBY CERTIFIES  
THAT THE ATTACHED PLAT CORRECTLY REPRESENTS THEIR "HOMESTEADS  
OF THE BORDER PLACE, SECTION 3, PART 2", A SUBDIVISION OF LOTS 176  
THROUGH 229 INCLUSIVE, DOES HEREBY ACCEPT THIS PLAT OF SAME, AND  
DEDICATES TO PUBLIC USE AS SUCH ALL OF THE AVENUES AND COURTS  
SHOWN HEREIN AND NOT HERETOFORE DEDICATED. THE 10.576 ACRE TRACT  
SHOWN HEREIN AS "DEDICATED OPEN SPACE" IS DEDICATED TO, AND IS TO  
BE MAINTAINED BY, THE HOMEOWNER'S ASSOCIATION.

THE UNDERSIGNED FURTHER AGREES THAT ANY USE OF THE  
IMPROVEMENTS MADE OF THIS LAND SHALL BE IN CONFORMITY WITH  
ALL EXISTING VALID ZONING, PLATTING, HEALTH, OR OTHER LAWFUL  
RULES AND REGULATIONS, INCLUDING THE APPLICABLE OFF-STREET  
PARKING AND LOADING REQUIREMENTS OF THE CITY OF PATASKALA,  
OHIO, FOR THE BENEFIT OF HIMSELF AND ALL OTHERS AND  
SUBSEQUENT OWNERS OR ASSIGNS TAKING TITLE FROM, UNDER, OR  
THROUGH THE UNDERSIGNED.

EASEMENTS ARE HEREBY RESERVED IN, OVER AND UNDER AREAS  
DESIGNATED ON THIS PLAT AS "UTILITY EASEMENT", OR "DRAINAGE  
EASEMENT", FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE  
OF ALL PUBLIC AND QUASI PUBLIC UTILITIES ABOVE AND BENEATH  
THE SURFACE OF THE GROUND INCLUDING, BUT NOT LIMITED TO,  
UTILITIES OWNED AND MAINTAINED BY THE CITY OF PATASKALA, AND  
THE SOUTHWEST LICKING COMMUNITY WATER AND SEWER DISTRICT,  
AND WHERE NECESSARY, FOR THE CONSTRUCTION OPERATION AND  
MAINTENANCE OF SERVICE CONNECTIONS TO ALL ADJACENT LOTS  
AND LANDS.

WITHIN THOSE AREAS DESIGNATED "DRAINAGE EASEMENT" ON THIS  
PLAT, AN ADDITIONAL EASEMENT IS HEREBY RESERVED FOR THE  
PURPOSE OF CONSTRUCTION, OPERATING AND MAINTAINING MAJOR  
STORM WATER DRAINAGE SWALES AND/OR OTHER STORM WATER  
DRAINAGE FACILITIES. NO ABOVE GRADE STRUCTURES, DAMS OR  
OTHER OBSTRUCTIONS TO THE FLOW OF STORM WATER RUNOFF ARE  
PERMITTED WITHIN THESE DRAINAGE EASEMENT AREAS AS  
DELINEATED ON THIS PLAT UNLESS APPROVED BY THE PATASKALA  
CITY ENGINEER.

EASEMENTS ARE HEREBY RESERVED OVER AND UNDER AREAS  
DESIGNATED AS "OPEN SPACE EASEMENT" FOR THE PURPOSE OF  
MAINTAINING THE NATURAL WETLAND CHARACTERISTICS OF THE  
LAND. THE NATURAL FLOWAGE OF WATER SHALL NOT BE DISTURBED.  
NO STRUCTURES, DAMS, FILL, WALLS, FENCES OR OTHER MAN-MADE  
MODIFICATIONS TO THE NATURAL STATE OF THE LAND IS PERMITTED  
WITHIN THESE AREAS.

IN WITNESS THEREOF THIS 23rd DAY OF July 2003

SIGNED James F. Bauer  
JAMES F. BAUER, EXECUTIVE VICE-PRESIDENT  
MARONDA HOMES, INC. OF OHIO

WITNESS Dorothy Kerrigan

WITNESS Stacey Hedrick



DOROTHY KERRIGAN  
Notary Public, State of Ohio  
My commission expires 03-05-2006

STATE OF OHIO  
CITY OF PATASKALA

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID CITY PERSONALLY

CAME James F. Bauer

WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT  
TO BE THEIR VOLUNTARY ACT AND DEED FOR THE PURPOSES THEREIN  
EXPRESSED.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED  
MY SEAL THIS 13rd DAY OF July 2003

BY: Dorothy Kerrigan



**Pomeroy & Associates**  
Ltd.  
Consulting Engineers & Surveyors  
599 Scherers Court • Worthington, Ohio 43085  
Phone (614) 885-2498 • Fax (614) 885-2886

FINAL PLAT  
HOMESTEADS ON THE BORDER PLACE  
SECTION 3, PART 2  
CITY OF PATASKALA

#### REVISIONS

JOB NO.	1624
DRAWN BY	MP
DESIGN BY	TMC
CHECKED BY	NSE

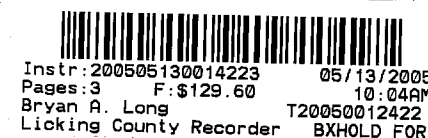
#### SHEET

1

OF

3

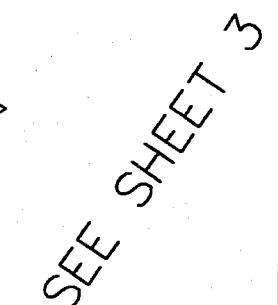
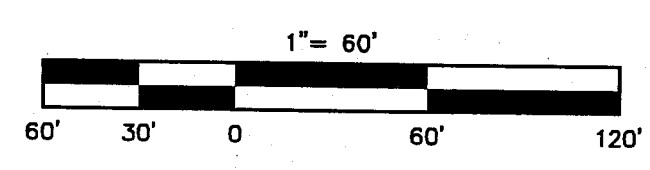
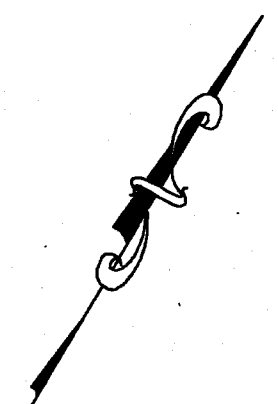
OWNER: MARONDA HOMES, INC. OF OHIO  
202 WEST PARK DRIVE  
PITTSBURGH, PA 15275



Instr: 200505130014223 05/13/2005  
Pages: 3 F: \$129.60 10:04AM  
Bryan A. Long T20050012422  
Licking County Recorder BXHOLD FOR



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHD. BEARING	CHD. DIST.
C1	100.33	200.00	28°44'28"	N75°45'48"E	99.28
C2	308.09	200.00	88°15'43"	N74°28'34"W	278.52
C3	10.62	350.00	1°44'17"	N60°31'26"E	10.62
C4	176.80	350.00	28°56'34"	N45°11'01"E	174.93
C5	138.74	150.00	52°59'37"	N32°47'27"W	133.84



FINAL PLAT  
HOMESTEADS ON THE BORDER PLACE  
SECTION 3, PART 2  
CITY OF PATASKALA

REVISIONS	
JOB NO.	1624
DRAWN BY	MP
DESIGN BY	TC
CHECKED BY	NE

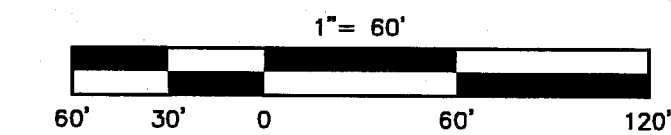
Pataskala Investment Co.  
O.R. 746-835,837  
T.D. 115.636 Ac.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHD. BEARING	CHD. DIST.
C1	100.33	200.00	28°44'28"	N75°45'48"E	99.28
C2	308.09	200.00	88°15'43"	N74°28'34"W	278.52
C3	10.62	350.00	1°44'17"	N60°31'26"E	10.62
C4	176.80	350.00	28°56'34"	N45°11'01"E	174.93
C5	138.74	150.00	52°59'37"	N32°47'27"W	133.84

DEDICATED OPEN SPACE  
AND DRAINAGE ESMT  
10.576 ACRES

C. Kelly &  
Dana Starr  
O.R. 440-64  
T.D. 33.645 Ac.

Timothy and Cheryl May  
I.N. 199908040032510  
T.D. 48.310 Ac.



SEE SHEET 2