



CITY OF PATASKALA PLANNING AND ZONING COMMISSION

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

STAFF REPORT

December 1, 2021

Rezoning Application ZON-21-005

Applicants:	Joe Clase – Plan 4 Land, LLC
Owner:	KEG Highlands, LLC
Location:	10391 Hollow Road SW (PID: 063-141936-00.000)
Acreage:	+/- 160.00
Zoning:	AG – Agricultural
Request:	requesting a recommendation to rezone 160 +/- acres from the AG – Agriculture to the PDD – Planned Development District pursuant to Section 1255.13 of the Pataskala Code for the property located at 10391 Hollow Road (Former High Lands Golf Course).

Description of the Request:

The Applicant is seeking a recommendation of approval to rezone the former Highlands Golf Course, approximately 160-acres, from AG – Agricultural to a PDD – Planned Development District titled “The Meadows at Highlands”, pursuant to Section 1255.13 of the Pataskala Code.

Staff Summary:

The approximately 160-acre property located at 10391 Hollow Road SW, the southeast corner of the intersection of Hollow Road SW and Alward Road SW, was formerly occupied by the High Lands Golf Club. Currently, the site is occupied by an 18-hole golf course, with multiple cart trails, a large pond, and numerous tree stands. Also on the property is the approximately 6,500-square foot former clubhouse, with an in-ground pool and parking lot, and an approximately 5,800-square foot pole barn off the main access to the property from Hollow Road SW. Additionally, there is a smaller approximately 2,500-square foot maintenance building off a secondary access from Alward Road SW.

The Applicant and Staff met on September 1, 2021, to review a potential re-development proposal and give some initial feedback. Following that, the Applicant presented a concept plan to the Planning and Zoning Commission at an informal meeting on October 6, 2021. Based on feedback and comments from both Staff and the Planning and Zoning Commission, the Applicant has submitted this Preliminary Development Plan for the Commission’s review.

The Applicant’s proposal is to re-develop the 160-acre High Lands Gold Club into “The Meadows at Highlands”, a 24-lot, single-family residential development. A general summary of the proposed Preliminary Development Plan begins on the next page.

Site Statistics:

- Number of Lots: 24
- Total Acreage: +/- 160-acres
- Open Space: +/- 88-acres
- Density: +/- 0.15 units per acre

Minimum Lot Sizes

- Minimum Lot Width: 150-feet
- Minimum Lot Size: Not Stated (Smallest lot proposed is 2.0-acres)

Minimum Dwelling Size

- Minimum Dwelling Size not stated. If not identified in Plan or by Divergence, then Pataskala Code minimum requirements apply:
 - 1,450-square feet without a basement
 - 1,300-square feet with a 600-square feet basement

Minimum Setbacks

- Front: 80-feet (or at point of 150-foot lot width)
- Side: 30-feet
- Rear: 30-feet

Access

- Two (2) full access points on Hollow Road SW.
 - One (1) to serve main development of 21 lots around "Central Park".
 - One (1) to serve three (3) out-lots on the east side of the existing pond.
- One (1) emergency and maintenance access only on Alward Road SW.

Internal Roadways

- All roads are to be private and located within Common Driveway Easements.
 - As stated in the Development Text, all private drives will be required to be asphalt with a two (2) foot paved berm on each side.
 - Width not specified.
 - Drives shall be designed with sufficient base to sustain an 80,000 pound load.
- Proposed Drive Names
 - Main Drive: Highland Meadows Drive.
 - Three (3) Dead-end drives: Bdoyan Court, Avetisyan Court, Yerevan Court
 - Plan does not specify which streets will receive these names.

Architectural Standards

- Incorporate design guidelines of the adjacent (East) Highland Estates Development.
 - Covenants do not specify which design guidelines will be carried over.
- Compliance with Residential Appearance Standards of Chapter 1296.

Landscaping

- +/- 12.2-acre "Central Park" open space.
- +/- 75.8-acre "Preserve" open space.
- Covenants mention a "Entry Feature Easement Area", however, this is not identified on the plans.
- No other landscaping identified.

Divergences

- The Applicant has not specified the Divergences that are requested.

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

Planning and Zoning Staff:

The Future Land Use Map recommends this property as “Conservation Suburban”. The City’s Comprehensive Plan, adopted July 2021, describes this as “characterized by a clustering of single-family homes at a higher density compared to Conservation Rural (One (1) unit per acre)”. Rural character should be incorporated in elements such as landscape features, large setbacks, and open space. Development intensity is recommended at 50% of the site area *or* one (1) unit per two (2) acres (0.5 units per acre). Open space should make up at least 50% of the site, with recreational paths recommended and the recommend use is detached single-family homes.

As proposed, the development will feature 24 single-family lots at a density of approximately 0.15 units per acre. The proposal would be in line with the recommendations of the City’s Comprehensive Plan (2021), which recommends single-family developments at a density of less than 0.50 units per acre.

Planning and Zoning Staff has drafted a full list of comments that is attached to this Staff Report. Staff would note that not all items are mentioned, merely what has been found during the review to either not meet Pataskala Code or would require more information to verify.

Following a recommendation from the Planning and Zoning Commission, this application will go before City Council for final approval. The approved plan, specific to the Planned Development District designation shall remain valid for 12 months from the date of City Council approval.

Public Service Director (Full comments attached):

1. Intersections with Hollow Road
 - a. Install streetlights at both intersections.
 - b. Intersection geometry to meet City of Pataskala design criteria.
2. Roadways
 - a. Roadways as shown would not meet City design criteria in accordance with Chapter 1117. These criteria may not need to be met if streets are to be private (request Divergences)
3. Provide 15-feet of right-of-way along frontage for both Hollow Road and Alward Road.
4. Stormwater requirements, including water quality and quantity shall be met.
 - a. It is highly recommended to provide a new retention basin to meet these requirements, as using the existing pond will be heavily scrutinized for additional loading due to the existing dam.
5. It is not anticipated that any traffic studies will be necessary for the following reasons:
 - a. The traffic volumes produced will not trigger the need for turn lanes at either entrance drive.
 - b. Impact fees to be collected supersede the need for consideration of traffic impacts.

City Engineer (Full comments attached)

The City Engineer concurs with the Public Service Director’s Comments

Licking County Health Department (Full comments attached)

Any proposed major subdivision that will be developed without access to a public water and/or sanitary system must be reviewed by the LCHD to determine compliance with regulations. The Health Department has supplied the list of requirements that need to be met in their full comments (attached)

Southwest Licking Community Water and Sewer District (Full comments attached)

Public water mains shall be installed within an exclusive 20-foot water line easement or within a public right-of-way. Sanitary is not immediately available to the property and will be under the jurisdiction of the Licking County Health Department.

Licking Heights Local Schools (Full comments attached)

No comment.

Surrounding Area:

Direction	Zoning	Land Use
North	AG - Agriculture	Agriculture/Single-Family Homes
East	PDD – Planned Development District	Highland Estates Single-Family Homes
South	AG - Agriculture	Single-Family Homes
West	AG – Agriculture	Agriculture/Single-Family Homes

Preliminary Development Plan Approval:

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

- The proposed development advances the general health, and safety of the City of Pataskala and is consistent with the purpose and intent of the Zoning Code.
- The proposed development is in conformity with the Comprehensive Plan, and other adopted plans or portions thereof as they may apply and will not unreasonably burden the existing street network.
- The proposed development advances the general welfare of the City and immediate vicinity and will not impede the normal and orderly development and improvement of, and is otherwise compatible with, the surrounding areas.
- The proposed uses are appropriately located in the City so that the use and value of property within and adjacent to the area will be safeguarded.
- The proposed developments will have sufficient open space areas that meet the objectives of the Comprehensive Plan.
- That the benefits, improved arrangements, and the design of the proposed development justify the deviation from the standard development requirements included in the City of Pataskala Zoning Code.
- That there are adequate public services (e.g. utilities, fire protection, emergency service, etc.) available to serve the proposed development.
- The applicant's contributions to the public infrastructure are consistent with all adopted plans and are sufficient to service the new development.
- That the proposed development will not create overcrowding and/or traffic hazards on existing roads and/or intersections.

- j) That the arrangement of land uses on the site properly considered topography, significant natural features, and natural drainage patterns, views, and roadway access.
- k) That the clustering of development sites is shown to preserve any natural or historic features and provides usable common open space.
- l) The proposed road circulation system is integrated and coordinated to include a hierarchical interconnection of interior roads as well as adequate outer-connection of interior collector streets with off-site road systems, and to maximize public safety and to accommodate adequate pedestrian and bike circulation systems so that the proposed development provides for a safe, convenient and non-conflicting circulation system for motorists, bicyclists and pedestrians.
- m) That there are adequate buffers between incompatible land uses and the density, building gross floor area, building heights, setbacks, distances between buildings and structures, yard space, design and layout of open space systems and parking areas, traffic accessibility and other elements having a bearing on the overall acceptability of the development plans contribute to the orderly development of land within the City.
- n) That the relationship of buildings and structures to each other and to such other facilities provides for the coordination and integration of this development within the Planned District and the larger community and maintains the rural-village character of Pataskala.
- o) The proposed architectural character is compatible with that of surrounding properties and promotes and enhances the community values expressed in the Comprehensive Plan.
- p) Adequate provision is made for storm drainage within and through the site so as to maintain, as far as practicable, usual and normal swales, watercourses and drainage areas.
- q) The proposed phasing of development is appropriate for the existing and proposed infrastructure and is sufficiently coordinated among the various phases to yield the intended overall development and to insure that public facilities and amenities are provided as planned.
- r) That any other items shown in the preliminary development plan or in the accompanying text be addressed to the Planning and Zoning Commission's satisfaction.

Department and Agency Review

- Zoning Inspector – No Comments.
- City Engineer – See Attached.
- Public Service Director – See Attached.
- SWLCSWD – See attached.
- Police Department – No Comments.
- West Licking Joint Fire District – No comments.
- Licking Heights Local Schools – See Attached.
- Licking County Health Department – See Attached.

Modifications:

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

1. The Applicant shall address all comments from Planning and Zoning Staff, Public Service Director, SWLCWSD, and the Licking County Health Department.

Resolution:

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

"I move to recommend approval of Application Number ZON-21-005 pursuant to Section 1255.19 of the Pataskala Code. ("with the following modifications" if modifications are to be placed on the approval)."



CITY OF PATASKALA PLANNING & ZONING DEPARTMENT

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

The Meadows at Highlands

ZON-21-005 Review

December 1, 2021

General Comments

- Application lists “City of Pataskala” as the water provider, this is part of the trade to SWL, so SWL should be checked instead.
- Don’t include the conceptual house locations on the plan (orange boxes). It tends to lead to confusion. Just include a building envelope from the proposed minimum setbacks.
- Development Text:
 - Proposed Uses: Pataskala Code allows for Home Occupations, either a Type A (someone in a home office working from home) or a Type B (customers coming to the home), how do you want to address these? If not mentioned, then Pataskala’s rules supersede.
 - Need to list, specifically, which divergences you are requesting. A catch-all will not suffice. As of now (Oct. 18th) you will probably need divergences for the following items:
 - Streetlights
 - Street Trees
 - Sidewalks
 - Traffic Study
 - Various City Road standards that may apply regardless of Private/Public drives.
 - Additional items pending further review.
- Include a Site Statistics Table on the Plan, showing total acreage, acreage within lots, acreage within common access easements/drives, acreage within stormwater facilities, acreage within open space, etc.

Chapter 1113 – Major Subdivisions

1113.06 – Preliminary Development Plan Contents

- 1113.06(d): ~~Names, addresses, and contact information of the property owner(s),~~ the Subdivider, the Ohio Registered Engineer and/or the Ohio Registered Surveyor who prepared the plan and the appropriate seals and registration numbers of each,
- 1113.06(e): Date of survey, ~~scale of plan and north arrow.~~
- 1113.06(f): ~~Boundaries of the Major Subdivision,~~ its acreage, and deed book and page number of lands within the proposed Major Subdivision.
- 1113.06(h): ~~Locations,~~ widths, and names of existing streets, rail road rights of way, easements, parks, permanent buildings, corporation and township boundaries, wooded areas, natural features, drainage, 100-year flood plain, existing permanent and temporary structures, ~~and burial grounds and other areas of archeological significance~~ within and adjacent to the Major Subdivision for a minimum distance of 200 feet.
 - Alward and Hollow should be “Alward Road SW” and “Hollow Road SW”. Add name for Greenloch Court SW.
- 1113.06(i): ~~Locations of all wetlands, ponds, watercourses and other naturally occurring water features on the property, or lack thereof, and certified by a professional engineer, registered in the State of Ohio. A note shall be placed on the plan if no naturally occurring watercourses exist on the~~

- ~~property.~~ All naturally occurring water features shall include a minimum 25-foot buffer as measured from the edge of the water feature
- 25-foot buffer around water features is required to be shown on the plan, as well as a note included on the plan. Buffer was mentioned in text.
 - 1113.06(j): Location, names and widths and typical cross section and right of way width of proposed streets. ~~Street names shall not duplicate or closely resemble the name of any other street, highway or road in the City of Pataskala or Licking County.~~
 - Even if they are private, still need to know the location, name and widths.
 - 1113.06(k): Location, widths and description of proposed easements. All lots shall have 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.
 - Development Text states 5-foot easements around property lines, needs to be shown on plan. Entry Feature Easement not shown on plan.
 - 1113.06(l): Building setback lines with dimensions.
 - There are a few lots with missing setback dimensions.
 - 1113.06(m): Location and dimensions of all proposed public and private utilities, water, wastewater, storm drain lines, detention and/or retention facilities showing their locations and connections with the existing system. All new utilities shall be located underground.
 - 1113.06(n): ~~Layout, lot number, acreage and dimensions of each lot.~~ When a lot is located on a curved street, or when side lot lines are not at 90 degree angles, the width at the building line shall be shown.
 - Need to show width of lot at building line when the lot is not at a 90-degree angle.
 - 1113.06(o): Parcels of land in acres to be reserved for public use, or to be reserved by covenant for residents of the subdivision.
 - Rename Central Park and Preserve to “Reserve A” and “Reserve B”, include note in Development Text and on Plan indicating proposed use, maintenance, etc.
 - 1113.06(p): The location and width of sidewalks and paths.
 - Assuming there will be no sidewalks, divergence needed. Indicate proposed width/material of trails.
 - 1113.06(q): The location of all street lights. Street lights shall have a maximum spacing of 200 feet and be staggered on opposite sides of the street. At least one street light shall be located at an intersection.
 - Assuming there will be no street lights, divergence needed. Public Service Director has indicated that a street light should be located at the intersection of the two access drives onto Hollow Road SW.
 - 1113.06(r): A vicinity map at a scale of not less than 2,000 square feet to the inch. This map shall depict all existing subdivisions, roads, road rights of way, tract lines and the nearest existing intersections and thoroughfares. It shall also show the most advantageous connections between roads in the proposed Major Subdivision and those of the neighboring area.
 - Scale appears to be less than the 2,000’ to the inch required.
 - 1113.06(s): A Tree Replacement Survey and Landscaping Plan pursuant to Chapter 1283.
 - 1113.06(t): Statement of proposed use of all lots, giving types, number of dwelling units and any type of commercial, industrial or institutional activity.
 - Included in Development Text, needs to be on Plan as well.
 - 1113.06(v): Required statements and signatures to be affixed on the Preliminary Development Plan.
- 1113.07 – Preliminary Development Plan Supplementary Information

- 1113.07(b): Location and approximate dimensions of all existing buildings.
 - Need dimensions, whether they are to remain or be removed.
- 1113.07(c): ~~A copy of the proposed covenants and restrictions.~~ Such covenants and restrictions must be acceptable to the Licking County Health Department, if applicable. Where central water and/or sewer is provided, a restriction requiring connection to such systems shall be included.
 - Include language that owners must connect to SWL water.
- 1113.07(d): ~~A copy of the proposed Homeowner's Association bylaws, if applicable, to include a description of the areas to be maintained by the Homeowner's Association, a timeline for transfer of control from the Subdivider to the property owner's, the requirement that all lots owners shall be a member of the Homeowner's Association, an account of the powers the association shall have in collecting dues and a storm water facility management plan.~~
 - Need stormwater facility management plan language.
- 1113.07(e) The extension or improvements, including any oversize requirements to the City of Pataskala Water and Wastewater Treatment Systems that may be required by the City, to be constructed by the Subdivider at the Subdivider's expense, and according to all City requirements
 - In this case, replace "City" with "SWLCWSD"
- 1113.07(f): Calculations that develop the water and sanitary sewer demand rates for the subdivision.
- 1113.07(g): A statement indicating the proposed water and wastewater service including evidence of approval by the Licking County Health Department or appropriate authority.
- 1113.07(h): A Storm Water Drainage Report indicating compliance with all current storm water regulations.
- 1113.07(j): Traffic Impact Study
 - We know a left-turn lane will not be required. But a Traffic Study (a full study, not a memo) is a requirement for submission. A divergence may be requested.

Chapter 1117 – Design Standards

In general, proposed roads will not meet design standards as set forth in Chapter 1117. However, as these are to be private roads the need to meet these standards is up for consideration. Regardless, should any part of the design not meet the standards set forth in this chapter, a Divergence for each section not met shall be required to be identified on the Plan and in the Development Text.

1117.07 – Horizontal Alignment

- When there is an angle of deflection of more than ten (10) degrees between two (2) centerline tangent sections of a street, a curve of adequate radius shall connect them. (See Sections 1117.05 to 1117.07, inclusive). Between reverse curves, a minimum tangent of 100 feet shall be introduced.
 - Unable to verify.

1117.08 – Vertical Alignment

- 1117.08(a): All changes of grade shall be connected by vertical curves of a minimum length in feet equal to 20 times the algebraic difference in the rate of grade for arterials and industrial streets; for collector and local streets, 15 times.
- 1117.08(b): Minimum vertical visibility shall conform to the Ohio Department of Highway's regulations in effect on the date of the approval of the preliminary plat.
- 1117.08(c): Minimum vertical visibility shall conform to the Ohio Department of Highway's regulations in effect on the date of the approval of the preliminary plat.

1117.10 – Special Street Types

- 1117.10(a): Permanent dead-end streets shall not be permitted. Temporary dead-end streets shall be permitted only as part of a continuing street plan, and only if a temporary turn-around satisfactory to the Planning and Zoning Commission in design, is provided, and provisions for maintenance, and removal are stipulated and approved. Temporary dead-end streets longer than 200 feet shall not be permitted.
 - Divergence will be needed for dead-end streets.

1117.15 – Public Sidewalks

- No sidewalks proposed, Divergence needed

1117.17 – Lots

- 1117.17(c): Each lot shall front on a public thoroughfare
 - Private streets, Divergence needed.

1117.18 – Easements

- Easements at least 20 feet in width centered along rear or side lot lines shall be provided where necessary for sanitary sewers, gas mains, water lines, and electric lines. Easements shall also be provided along every watercourse, storm sewer, drainage channel, or stream within a subdivision, as provided for in Section 1117.19 of these regulations.

Chapter 1255 – Planned Development Districts

1255.08 – Permitted Uses/Conditional Uses

- ~~1255.08(a) Planned Residential Development~~
 - ~~Residential Planned Developments are a permitted use.~~

1255.10 – Development Standards

- 1255.10(b) – Common Open Space
 - 1255.10(b)(1) Area Required: Minimum of 35% depending upon type of feature being preserved for common open space and recreational facilities. No acreage associated with PDD property setbacks may be counted towards requirement. No more than 10% of the open space requirement may be comprised of stormwater detention, retentions, or quality structures.
 - Likely exceeds requirement but will need site statistics table to confirm compliance. Note that you may exceed the 10% of acreage in stormwater threshold for stormwater facilities, just that that acreage beyond the 10% cannot count towards your open space requirements.
- 1255.10(g) – Minimum Lot Sizes
 - 1255.10(g)(1): Provide minimum lot size requirements in Development Text and on Plan (Min. acreage, Min. width, Min. depth).
- 1255.10(h) – Height Requirements
 - Provide maximum height of structures permitted in Development Text and on Plan. Note that if this height exceeds 35-feet, then increased front and rear yard setbacks will be required pursuant to 1255.10(h)(1) and 1255.10(h)(2).

1255.17 – Contents of Zoning Amendment Application with Preliminary Development Plan

- 1255.17(a)(3)(C): A regional context map; indicating the proposed site and all areas within 2,000 feet in all directions; showing the basics of the proposed layout of the proposed project and property lines of the adjacent areas on a drawing of 11 inches X 17 inches in size.
- 1255.17(a)(3)(D):

- 1255.17(a)(3)(E): A map of existing conditions and features drawn to scale, with accurate boundaries of the entire project and north arrow, including:
 - 1255.17(a)(3)(E)(1): Boundaries of the area proposed for development, dimensions and total acreage
 - Need dimensions, site statistics table.
 - 1255.17(a)(3)(E)(3): Identification of any existing buildings or structures to be removed or demolished.
 - 1255.17(a)(3)(E)(4): Existing zoning district boundaries and jurisdictional boundaries.
 - 1255.17(a)(3)(E)(5): Existing utility systems and providers.
 - Locations/dimensions of existing utility systems on plan.
 - 1255.17(a)(3)(E)(6): The location of existing topography showing contour lines at vertical intervals of not more than 5 feet, highlighting ridges, rock outcroppings and other significant topographical features and identifying any areas with slopes over 5%.
 - Need interval dimensions for contour lines that are shown.
 - 1255.17(a)(3)(E)(7): Locations of all wooded areas, tree lines, hedgerows, and a *description of significant existing vegetation by type of species, health and quality*.
 - Aerial photos do suffice for locations but need additional information for italicized portion. Typically, this would be covered by the tree survey/landscape plans.
- 1255.17(a)(3)(F): Preliminary Development plan shall include:
 - 1255.17(a)(3)(F)(1): The proposed location, use and size of sub-areas of residential, retail, office, industrial uses, community facilities, parks, playgrounds, school sites and other public areas and open spaces with the *suggested ownership and maintenance provisions of such areas, and their related parking areas and access points*.
 - Needs to be mentioned on Plan, in Development Text and Covenants.
 - 1255.17(a)(3)(F)(3): Any proposed off-site improvements and/or utility lines/extensions needed to serve the site.
 - Going to need to know where the utilities will be coming from into the site, general idea of where they will be within the site. Easements? Will the water lines run with the private roads?
 - 1255.17(a)(3)(F)(6): Natural features to be altered or impacted by the development and areas where new landscaping will be installed, etc.
 - Need landscaping plans
 - 1255.17(a)(3)(F)(7): A summary table showing total acres of the proposed development; the number of acres devoted to each type of land use, including streets and common areas; the number of dwelling units by type and density for each residential use area and the building height(s)
 - Site Statistics Table
 - 1255.17(a)(3)(F)(8): The provision of water, sanitary sewer.
 - Utility Correspondence only states that SWLCWSD will serve the site in the future. No plan for where utilities will enter the site, need to know general locations where these will be located as mentioned above.
 - 1255.17(a)(3)(F)(11): Included with the site plan shall be the proposed location and proposed character of all signs for the entire development (sign master plans are encouraged).
 - HoA documents identify a Landscape Entry Feature Easement area, which is not identified on the plans. Need additional details on signage, which can be open

ended (set some standards for yourself so you aren't locked into a certain sign design).

- 1255.17(a)(3)(F)(12): A letter of communication from the appropriate school district regarding any residential development included in the Planned Development District.
- 1255.17(a)(3)(F)(13): Space for signatures of the applicant and the Chair of the Planning and Zoning Commission, and for the dates of Planning and Zoning Commission and City Council approvals.
- 1255.17(a)(3)(G): Development Standards Text
 - 1255.17(a)(3)(G)(1): Architectural drawings demonstrating the prototypical design of the proposed buildings, to demonstrate the exterior design, character, and general elements in sufficient detail to indicate the proposed visual character of the development.
 - 1255.17(a)(3)(G)(2): Including signature and date lines for the applicant, certifying the text
 - 1255.17(a)(3)(G)(3): Dimensions and or acreages illustrated on the development plan shall be described in the development standards text.
 - 1255.17(a)(3)(G)(4): Any provisions that depart from applicable standards set forth in the City of Pataskala Zoning Code addressing signage, landscaping, appearance and parking will be described and justified.
 - The specific sections of code will need to be cited, a catch-all as included in the Development Text will not suffice. The list of Divergences will need to be included on the Plan as well.

From: [Alan Haines](#)
To: [Jack Kuntzman](#)
Cc: [Scott Haines](#); [Jim Roberts](#)
Subject: RE: Pataskala PZC Review Memo for 12-01-2021
Date: Thursday, November 18, 2021 3:38:53 PM

Jack,

My comments regarding the subject PZC meeting are as follows:

1. ZON-21-005
 - a. Intersections with Hollow Road
 - i. Install street lights at both intersections
 - ii. Intersection geometry to meet City of Pataskala design criteria
 - b. Roadways
 - i. Roadways as shown would not meet City design criteria in accordance with Pataskala code chapter 1117. These criteria may not need to be met if the streets are to be private.
 - c. Provide 15' of right-of-way along frontage for both Hollow Road and Alward Road.
 - d. Stormwater requirements, including water quality and quantity shall be met.
 - i. It is highly recommended to provide a new retention basin to meet these requirements, as using the existing pond will be heavily scrutinized for additional loading due to the existing dam.
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 - i. The traffic volumes produced will not trigger the need for turn lanes at either entrance drive.
 - ii. Impact fees to be collected supersede the need for consideration of traffic impacts.

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

Sent: Friday, November 12, 2021 10:54 AM

To: Felix Dellibovi <fdellibovi@ci.pataskala.oh.us>; Jim Roberts <jroberts@hullinc.com>; Scott Haines <shaines@hullinc.com>; Bruce Brooks <bbrooks@pataskalapolice.net>; Doug White <DWhite@westlickingfire.org>; Philip Wagner <pwagner@lhschools.org>; Chad Brown <cbrown@lickingcohealth.org>; Chris Gilcher <cgilcher@swlcws.com>; Alan Haines

From: [Scott Haines](#)
To: [Alan Haines](#); [Jack Kuntzman](#)
Cc: [Jim Roberts](#)
Subject: RE: Pataskala PZC Review Memo for 12-01-2021
Date: Monday, November 22, 2021 2:29:03 PM

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Jack

After reviewing the application and Alan's comments below, Hull does not have any additional comments.

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

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From: Alan Haines <ahaines@ci.pataskala.oh.us>
Sent: Thursday, November 18, 2021 3:39 PM
To: Jack Kuntzman <jkuntzman@ci.pataskala.oh.us>
Cc: Scott Haines <shaines@hullinc.com>; Jim Roberts <jroberts@hullinc.com>
Subject: RE: Pataskala PZC Review Memo for 12-01-2021

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 - i. Roadways as shown would not meet City design criteria in accordance with Pataskala code chapter 1117. These criteria may not need to be met if the streets are to be private.

From: [Chris Gilcher](#)
To: [Jack Kuntzman](#); [Felix Dellibovi](#); [Jim Roberts](#); [Scott Haines](#); [Bruce Brooks](#); [Doug White](#); [Philip Wagner](#); [Chad Brown](#); [Alan Haines](#)
Cc: [Lisa Paxton](#)
Subject: RE: Pataskala PZC Review Memo for 12-01-2021
Date: Monday, November 22, 2021 2:55:33 PM
Attachments: [image001.png](#)

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,

See below:

ZON-21-005: Public water mains shall be installed within an exclusive 20' water line easement or within the public R/W. Sanitary sewer service is not immediately available to the property and will be under the jurisdiction of the Licking County Health Department.

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



From: Jack Kuntzman <jkuntzman@ci.pataskala.oh.us>
Sent: Friday, November 12, 2021 10:54 AM
To: Felix Dellibovi <fdellibovi@ci.pataskala.oh.us>; Jim Roberts <jroberts@hullinc.com>; Scott Haines <shaines@hullinc.com>; Bruce Brooks <bbrooks@pataskalapolice.net>; Doug White <DWhite@westlickingfire.org>; Philip Wagner <pwagner@lhschools.org>; Chad Brown <cbrown@lickingcohealth.org>; Chris Gilcher <cgilcher@swlcws.com>; Alan Haines <ahaines@ci.pataskala.oh.us>
Cc: Lisa Paxton <lpaxton@ci.pataskala.oh.us>



Subdivision Review Policy

Any proposed major subdivision, as defined in the Licking County Planning Commission's Subdivision, Land Division, Development and Congestion Prevention Regulations, to be developed within the Licking County General Health District that is not accessible to a sanitary sewerage system, must be reviewed by Licking County Health Department (LCHD) to determine compliance with all applicable sewage treatment system regulations. If the proposed major subdivision will not be served by a public drinking water system, it will also be reviewed by LCHD to determine compliance with Ohio Administrative Code Chapter 3701-28 (Private Water Systems).

Proposed major subdivisions reviewed by LCHD must be approved by the Licking County Board of Health (Board) in order for LCHD to issue a sewage treatment system and/or private water system permit for any lot within the proposed subdivision. The Board will not consider the approval of a proposed major subdivision until all of the required information related to the review of the subdivision, which is listed below, has been submitted and reviewed by the LCHD staff, and all fees related to the review are paid in full.

The following items must be submitted for review for any proposed major subdivision:

1. A statement from the Ohio Environmental Protection Agency (OEPA) and/or municipality, sanitary district, regional water and sewer district, or other management entity or wastewater planning authority responsible for sanitary sewage in the area where the proposed major subdivision is located indicating the property is not accessible to a sanitary sewerage system.
2. If a sanitary sewerage system is deemed inaccessible, and the proposed major subdivision has 15 lots or more, a statement indicating the installation of a sanitary sewerage system is impractical or inadvisable from OEPA will be required.
3. A statement from OEPA identifying risks to surface and ground water resources. This requirement is applicable to proposed major subdivisions with greater than 25 lots or subdivisions with a fewer number of lots as required by the Board.
4. The acreage of each proposed lot and the total land area of the proposed major subdivision.
5. A scaled drawing with the following information:
 - a. All proposed lot lines with details related to site conditions including vegetation, approximate slopes, and drainage features.
 - b. The proposed house and driveway locations on each lot.
 - c. The proposed location of the primary and secondary sewage treatment systems on each lot.
 - d. Topographical detail with contour lines sufficient to determine slope and adequate length along the contour in the areas considered suitable for the installation of sewage treatment systems.
 - e. The proposed location of the private water system on each lot, with a 50 foot radius shown around each system.



- f. Any existing and/or proposed easements on each lot and throughout the subdivision.
 - g. Any existing structures, foundations, roads, bodies of water, or any other items that may impact the design and installation of sewage treatment systems and/or private water systems in the proposed subdivision.
- 6. A detailed soil profile description containing color, texture, structure, consistence, and the depth of each soil horizon or layer and characterization of all limiting conditions. A soil profile description must be developed for the proposed location of each primary and secondary sewage treatment system in the subdivision. The Board may allow the submission of an order one soil survey in place of detailed soil profile descriptions for each lot, however if an order one soil survey does not provide sufficient detail a detail soil profile description will be required as indicated above. All detailed soil profile descriptions and order one soil surveys must be developed by a pedologist recognized by the Association of Ohio Pedologists.
- 7. A statement from the Ohio Department of Natural Resources (ODNR) or a qualified geologist indicating the feasibility of developing private water systems in the subdivision for the total number of proposed lots.
- 8. If a proposed major subdivision is in an inner management zone of a public water system, or located within a hydrogeologically sensitive area as delineated on a ground water pollution potential map from ODNR, a map or inner management zone information and how the proposed density and design of the sewage treatment systems in the subdivision will ensure adequate treatment of effluent prior to discharge to groundwater must be submitted.

From: Philip Wagner
To: Jack Kuntzman; Felix Dellibovi; Jim Roberts; Scott Haines; Bruce Brooks; Doug White; Chad Brown; Chris Gilcher; Alan Haines
Cc: Lisa Paxton
Subject: RE: Pataskala PZC Review Memo for 12-01-2021
Date: Wednesday, November 17, 2021 1:02:34 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,

ZON-21-005 – Owner would like to rezone 160+ acres from Agriculture to Planned Development District. – No comment.

Philip L. Wagner, Ph.D.

Superintendent

Licking Heights Local Schools

Honoring our legacy. Inspiring the present. Ready for the future.

6539 Summit Road, S.W.

Pataskala, Ohio 43062

www.lhschools.org

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

Sent: Friday, November 12, 2021 10:54 AM

To: Felix Dellibovi <fdellibovi@ci.pataskala.oh.us>; Jim Roberts <jroberts@hullinc.com>; Scott Haines <shaines@hullinc.com>; Bruce Brooks <bbrooks@pataskalapolice.net>; Doug White <DWhite@westlickingfire.org>; Philip Wagner <pwagner@lhschools.org>; Chad Brown <cbrown@lickingcohealth.org>; Chris Gilcher <cgilcher@swlcws.com>; Alan Haines <ahaines@ci.pataskala.oh.us>

Cc: Lisa Paxton <paxton@ci.pataskala.oh.us>

Subject: Pataskala PZC Review Memo for 12-01-2021

Good afternoon everyone.

You are receiving this email because one or more of the Applications submitted for the December 1, 2021 Planning and Zoning Commission is within your jurisdiction. Please see the list below for which Applications are being submitted for your review.

ZON-21-005: Felix Dellibovi, Jim Roberts, Bruce Brooks, Doug White, Philip Wagner, Chad Brown, CJ Gilcher, Alan Haines.

Please review the applications, and if you have any comments or concerns regarding them they may be submitted to me in writing no later than Monday, November 22nd.

And if you have any questions about the Applications themselves, feel free to contact me.

Here is a link to download the review memo:

https://pataskala-my.sharepoint.com/:f:/g/personal/jkuntzman_ci_pataskala_oh_us/FoQlpcYd9pRMvQK1nw5aXvsBCwRbRMBmhQS3VER7HltMZA?e=WCSBeo

Respectfully,

JACK R. KUNTZMAN

City Planner

City of Pataskala

621 West Broad Street, Suite 2-A

Pataskala, Ohio 43062

Phone: 740-964-1316

The Meadow at Highlands Rezoning & Preliminary Development Plan Application



November 5, 2021

Current Property Owners:

KEG Highlands Golf LLC
2700 McKinley Ave., Suite 204
Columbus, OH 43204

Jurisdiction:

City of Pataskala, Licking County

Parcel Number:

631-141936-00.000

Site Address:

10391 Hollow Road SW
Pataskala, Ohio 43062

Property Area:

160 acres

Applicant / Author:

Joe Clase, AICP
Plan 4 Land, LLC
1 South Harrison Street
P.O. Box 306
Ashley, Ohio 43003
(833) 752-6452 phone
joe@plan4land.net
www.plan4land.net

Existing Zoning District:

Agriculture (AG)

Proposed Zoning District:

Planned Development District (PDD)

Proposed Development:

24 single-family residential lots



CITY OF PATASKALA PLANNING AND ZONING COMMISSION

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

PRELIMINARY PLAN APPLICATION

(Pataskala Codified Ordinances Chapter 1113)

Property Information	
Address: 10391 Hollow Road SW, Pataskala, Ohio 43062	
Parcel Number: 631-141936-00.000	
Zoning: Agriculture (AG)	Acres: 160
Water Supply:	
<input checked="" type="checkbox"/> City of Pataskala	<input type="checkbox"/> South West Licking <input type="checkbox"/> On Site
Wastewater Treatment:	
<input type="checkbox"/> City of Pataskala	<input type="checkbox"/> South West Licking <input checked="" type="checkbox"/> On Site

Staff Use
Application Number: ZON-21-005
Fee: \$2,000.00
Filing Date: 11/05/2021
Hearing Date: 12/01/2021

Applicant Information		
Name: Plan 4 Land, LLC - Joe Clase, AICP		
Address: 1 South Harrison Street, P.O. Box 306		
City: Ashley	State: Ohio	Zip: 43003
Phone: (833) 752-6452	Email: joe@plan4land.net	

Owner Information		
Name: KEG Highlands Golf LLC		
Address: 2700 McKinley Ave., Suite 204		
City: Columbus	State: Ohio	Zip: 43204
Phone:	Email:	

Documents
<input checked="" type="checkbox"/> Application
<input checked="" type="checkbox"/> Fee
<input checked="" type="checkbox"/> Preliminary Plan
<input checked="" type="checkbox"/> Supplementary Info
<input checked="" type="checkbox"/> Deed
<input checked="" type="checkbox"/> Address List
<input checked="" type="checkbox"/> Area Map

Preliminary Plan Information
Describe the Project: Proposed rezoning to PDD to allow for cluster designed residential neighborhood with twenty-four up to (24) single-family lots on private roadway(s) with at least 50% dedicated open space.
Additional details attached.

Documents to Submit

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

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

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

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

- a) *Statement of proposed use of all lots, giving types number of dwelling units and any type of business or industry.*
- b) *Location and approximate dimensions of all existing buildings.*
- c) *For commercial and industrial development, the location, dimensions, approximate grade of proposed parking and loading areas, alleys, pedestrian walks, streets and the points of vehicular ingress and egress to the development and storm drainage detention of retention facilities.*
- d) *Description of the proposed covenants and restrictions.*
- e) *The extension or improvements of, including any oversize requirements to the City Central Water and Wastewater Treatment Systems that may be required by the City, to be constructed by the Subdivider at the Subdivider's expense, and according to all City ordinances. (See Section 1113.14)*
- f) *Calculations which develop the water and sanitary sewer demand rates for the subdivision.*

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

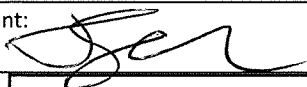
Address List: Submit one copy of a list of all property owners and addresses of those owning property within 200 feet or two parcels from any point on the subject property line, whichever creates more property owners. This list must be in accordance with the Licking County Auditor's current tax list and must be submitted on mailing labels.

Area Map: Submit 14 copies of an area map from the Licking County Engineer's office showing the area encompassed by the address list. Area maps can be obtained at www.lcounty.com/taxparcelviewer/default.

Signatures

I certify the facts, statements and information provided on and attached to this application are true and correct to the best of my knowledge. Also, I authorize City of Pataskala staff to conduct site visits and photograph the property as necessary as it pertains to this preliminary plan request.

Applicant:



Date:

11/5/21

Owner:

Thomas Werner

dotloop verified
11/04/21 3:26 PM EDT
NMU9-NVEM-417J-SA9X

Date:

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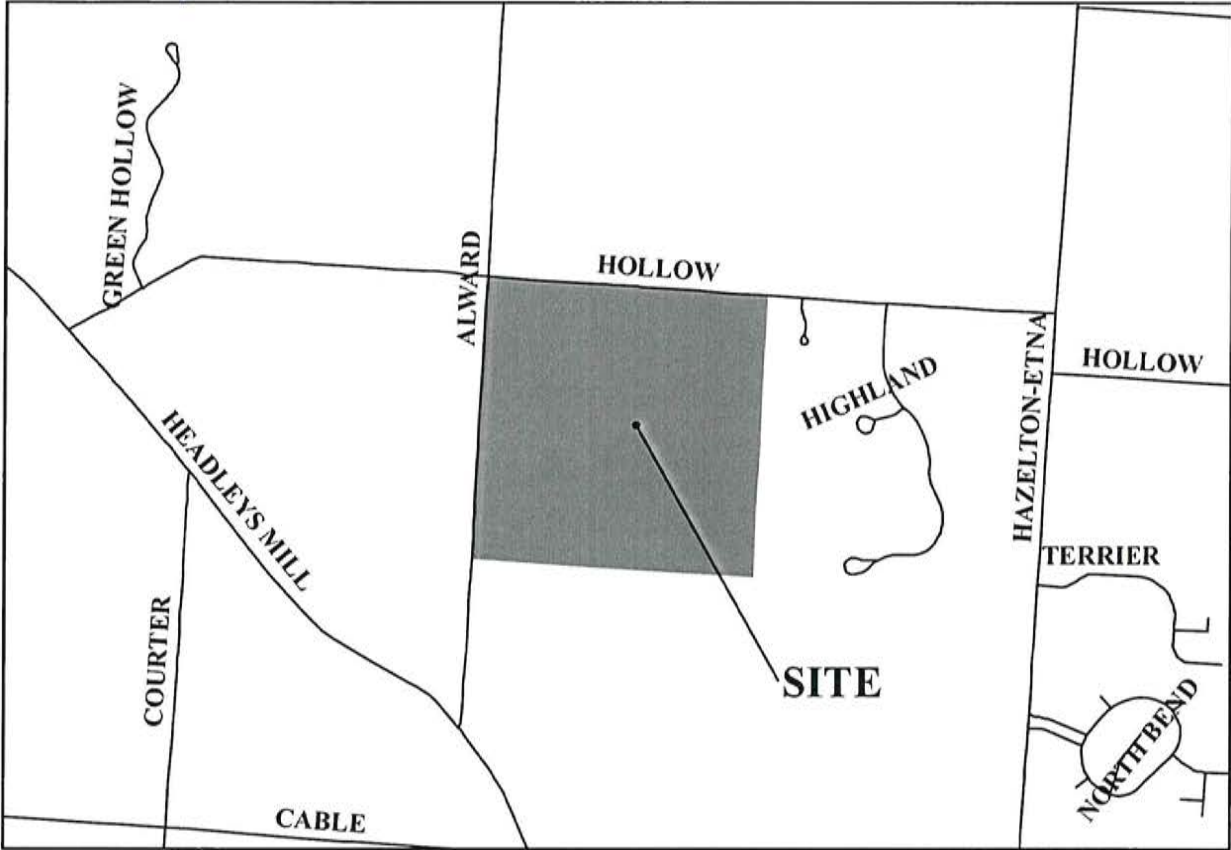
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Property Information

Location Map



LOCATION MAP



Aerial Map



Legal Description

Situated in the County of Licking, State of Ohio, and in the City of Pataskala and bounded and described as follows:

Known and described as Lot Number Nine (9) in the First Quarter of the First Township in the Fifteenth (15) Range of the United States Military Lands; containing 160 acres, more or less, subject to all legal highways.

Property Address: 10391 Hollow Road, Pataskala, OH 43062

Parcel Number: 063-141936-00.000

Utility Feasibility

The SW Licking Water District has a contract to provide public water to this area. The site is currently served by the City of Pataskala through a limited service line. The developer is working with SW Licking District to identify a plan for extending water service and will commit to working out a solution with them to service this site. Included in this report is confirmation of service plans from both agencies and three (3) copies of various well tests that were completed on this site's wells to demonstrate feasibility.

The site was studied for onsite septic feasibility, and lots were laid out to provide ample area for onsite treatment for at least 4 bedrooms. Detailed limitations on home size will be evaluated during the construction plan phase. Overall feasibility is witnessed by the soil data and potential septic treatment areas highlighted on the preliminary development plan.

According to the Public Utilities Commission of Ohio Licking Rural Electrification supplies electric service and UTO dba CenturyLink provides telecom services, which are both available along the frontage of Hollow Road (source PUCO, 2021)

See included feasibility information. Additional utility feasibility can be demonstrated, if necessary.

Development Overview

Proposed Use:

24 Single Family Residential Lots with 50%+ open space dedication, at a gross density of 0.15 units per gross acre.

Floodplain Information

Floodplain: The site is located in Zone X (Area of Minimal Flood Hazard) on FIRM Panel No. 39089C02641 dated 5/2/2007.

Survey & Easement Reference

All existing permanent and temporary structures are shown on the aerial photograph within this plan. There are no known burial grounds and other areas of archeological significance within and adjacent to the Major Subdivision for a minimum distance of 200 feet. The NWI wetlands, watercourses and waterbodies are included per Ohio GIS data. All naturally occurring water features include at least a minimum 25-foot no-build buffer as measured from the edge of the water feature and are included within dedicated open space or with otherwise be platted as no-build zones. All existing easements are subject to revocation or relocation. All lots will have 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.

Minimum Lot Frontage

150'

Building Setbacks:

80' front setback (or at point of 150' lot width), 30' side setback, 30' rear setback.

Utilities

Location of proposed water service is shown on the plan along with probable septic treatment system locations. All new utilities shall be located underground.

Tree Survey

Existing trees have been monumented with the current aerial photograph. No trees are to be removed from the site from the date of this application and a complete tree survey will be completed for specified development areas after the construction plans are prepared and submitted for review. A Tree Replacement Survey and Landscaping Plan will be submitted prior to construction drawings being approved pursuant to Chapter 1283.

Phasing

None

List of Divergences from Zoning Resolution

The applicant seeks a divergence for any deficiencies in this submittal, in the interest of time. The developer is in contract to purchase the property and an extension of time to wait for additional information to be prepared has not been granted. Otherwise, this project will comply with all required standards of the city ordinances.

Private Drive Construction Specifications

All private drives will be required to be asphalt at the specified width at the surface with a two (2) foot paved berm on each side. The drives shall be designed with sufficient base to sustain an 80,000 lb. load and any additional requirements put in place through the approval process.

Architectural Standards

The covenants of this development will incorporate the architectural design guidelines of Highland Estates development (located east of this project) and ensure compliance with the Residential Appearance Standards of Chapter 1296 of the Pataskala Code along with general compliance with the city ordinances.

Proposed Drive Names

Final road names will be determined during the construction plan approval phase. It is tentatively proposed that the main drive be called “Highland Meadows Drive” and the three smaller deadend drives be named:

- Bdoyan Court
- Avetisyan Court
- Yerevan Court

Supplemental Info

Preliminary Development Plan (3 pages)

Water Service Feasibility E-mails (2 pages)

Well Report – result of past tests (4 pages)

Traffic Study (28 pages)

Draft Covenants for the Development (11 pages)

Current Deed (2 pages)

Address List (2 pages)

Area Map (2 pages)

Joe Clase

From: Chris Sharrock <csharrock@ci.pataskala.oh.us>
Sent: Friday, November 5, 2021 12:02 PM
To: Chris Gilcher; Joe Clase
Subject: RE: Highlands Golf Course

That is correct. The property is currently in the City of Pataskala Utility Department service area, but will be traded to SWL before any construction takes place. Therefore, design should be done in conjunction with SWL for water service.

Thank you,

Chris Sharrock
City of Pataskala
Utility Director
430 South Main Street
csharrock@ci.pataskala.oh.us
Office: (740) 927-4134
Cell: (614) 554-2799

"The soldier is the Army. No army is better than its soldiers." – Gen George Patton

From: Chris Gilcher <cgilcher@swlcws.com>
Sent: Friday, November 5, 2021 11:58 AM
To: Joe Clase <joe@plan4land.net>
Cc: Chris Sharrock <csharrock@ci.pataskala.oh.us>
Subject: RE: Highlands Golf Course

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Correct. That is my understanding in my conversations with Chris Sharrock.

Thanks,

CJ Gilcher
Utilities Superintendent
614-348-6627

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Joe Clase <joe@plan4land.net>

Date: 11/5/21 11:52 AM (GMT-05:00)
To: Chris Gilcher <cgilcher@swlcws.com>
Subject: RE: Highlands Golf Course

C.J.,

Thanks for the continued conversation. Can you confirm my understanding that the SW Licking Water District has an agreement to serve the subject site with public water and that we will be working with you to complete the engineering and design for this service? Thanks!

Joe Clase, AICP | Plan 4 Land, LLC
1 South Harrison Street, P.O. Box 306, Ashley, Ohio 43003
(833) 752-6452 office/fax | joe@plan4land.net | www.plan4land.net

Plan 4 Land
WWW.PLAN4LAND.NET

From: Joe Clase
Sent: Wednesday, November 3, 2021 4:08 PM
To: 'cgilcher@swlcws.com' <cgilcher@swlcws.com>
Subject: Highlands Golf Course

C.J.,

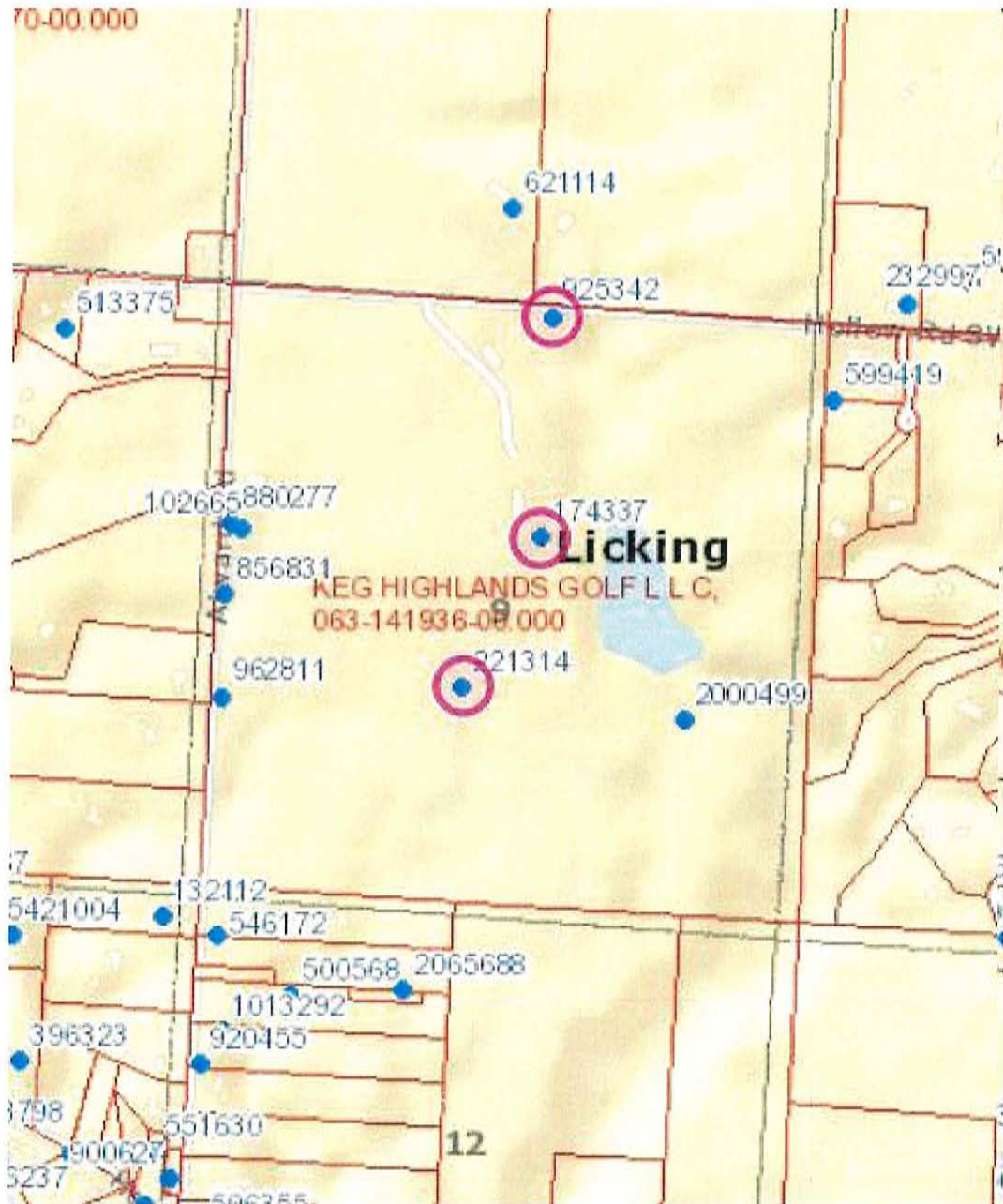
Good afternoon! I left you a voicemail about the attached concept plan and just wanted to share a copy so we can discuss at your convenience. See attached.

You can reach me at the office 833-752-6452 most of the time. If you don't get an answer there, feel free to call my mobile number at 614-512-0182. I hope you have been well and look forward to discussing this project with you. Thanks!

Joe Clase, AICP | Plan 4 Land, LLC
1 South Harrison Street, P.O. Box 306, Ashley, Ohio 43003
(833) 752-6452 office/fax | joe@plan4land.net | www.plan4land.net

Plan 4 Land
WWW.PLAN4LAND.NET

ONSITE WELL REPORT



WELL LOG AND DRILLING REPORT

ORIGINAL

State of Ohio
DEPARTMENT OF NATURAL RESOURCES
Division of Water
Columbus, Ohio

W11
No 174337

County Licking Township Lima Section of Township
or Lot Number
Owner Highlands Golf Club Address Kataaskala, Ohio
Location of property East Side of Lima Township Rte 94, 1/4 Mile South
of Junction with Lima Township Rte 150

CONSTRUCTION DETAILS

PUMPING TEST

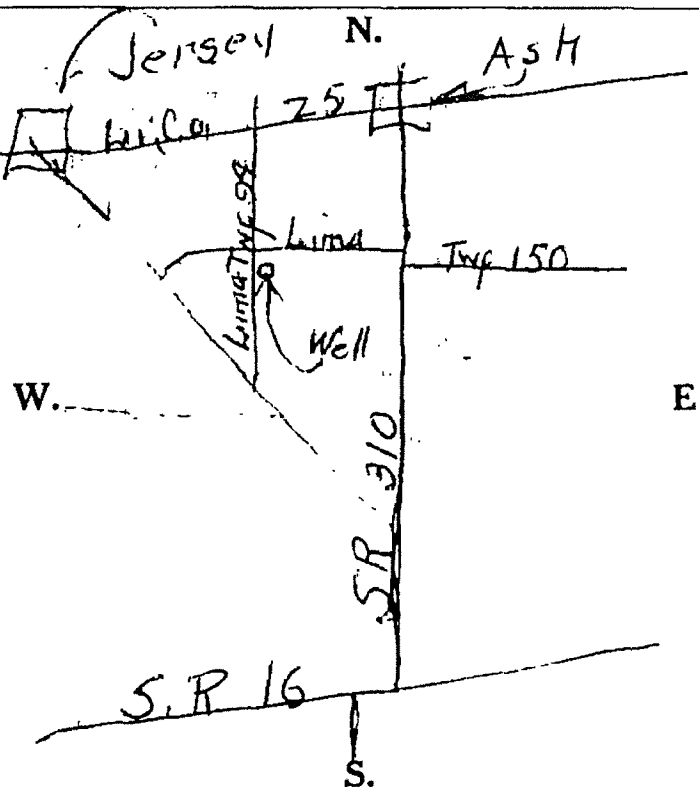
Casing diameter 5 1/2" C.D. Length of casing 325' Pumping rate 15 G.P.M. Duration of test 4 hrs.
Type of screen Perforation Length of screen 36" Drawdown 35 ft. Date 2-15-1959
Type of pump _____ Developed capacity 900 G.P.H.
Capacity of pump _____ Static level—depth to water 98 ft.
Depth of pump setting _____ Pump installed by _____
Perforation Placed @ 321' to 324'

WELL LOG

SKETCH SHOWING LOCATION

Formations Sandstone, shale, limestone, gravel and clay	From	To
Yellow Clay	0 Feet	14' Ft.
Soft Brown Shale	14'	58'
Bluish Gray Shale	58'	185'
Gray Shale with Gravel	185'	190'
Bluish Gray Shale	190'	267'
Soft Brown Shale (cl)	267'	301'
Soft Greenish Shale	301'	306'
Soft Bright Yellow Shale	306'	310'
Soft Brown Shale	310'	318'
Broken Yellow Sandstone (H ₂ O)	318'	323'
Hard Gray Sandy Shale (H ₂ O)	323'	348'

Locate in reference to numbered
State Highways, St. Intersections, County roads, etc.



See reverse side for instructions

TYPE OR USE PEN
SELF TRANSCRIBING
PRESS HARD

WELL LOG AND DRILLING REPORT

Ohio Department of Natural Resources
Division of Water, 1939 Fountain Square Drive
Columbus, Ohio 43224-9971 Voice (614) 265-6739 Fax (614) 447-9503

925342

WELL LOCATION		CONSTRUCTION DETAILS	
County <u>Licking</u>	Township <u>Pataskala</u>	<input checked="" type="checkbox"/> Rotary <input type="checkbox"/> Cable <input type="checkbox"/> Augered <input type="checkbox"/> Driven <input type="checkbox"/> Other BOREHOLE/CASING (measured from ground surface)	
Owner/Builder <u>Highlands Golf Course</u>	Address of Well Location <u>10391 Hollow Rd SW</u>	1 Borehole Diameter <u>7 7/8</u> inches Depth <u>307</u> ft. Casing Diameter <u>5</u> in. Length <u>297</u> ft. Thickness <u>297</u> in.	
City <u>Pataskala</u>	Zip Code +4 <u>43062</u>	2 Borehole Diameter _____ inches Depth _____ ft. Casing Diameter _____ in. Length _____ ft. Thickness _____ in.	
Permit No. <u>5831</u>	Section/Lot No. _____	Casing Height Above Ground _____ ft. Type 1 <input type="checkbox"/> Steel 1 <input type="checkbox"/> Galv. 1 <input type="checkbox"/> PVC 1 <input type="checkbox"/> Other	
Location of Well in State Plane coordinates, if available:	Use of Well <u>Domestic</u>	Joints 1 <input type="checkbox"/> Threaded 1 <input type="checkbox"/> Welded 1 <input type="checkbox"/> Solvent 1 <input type="checkbox"/> Other	
N <input type="checkbox"/> X <input type="checkbox"/>	ft. or m _____	SCREEN	
S <input type="checkbox"/> Y <input type="checkbox"/>	ft. or m _____	Diameter <u>5</u> Slot Size <u>50</u> Screen Length <u>10</u> ft.	
Elevation of Well _____ ft. or m		Type _____ Material _____	
Datum Plain: <input type="checkbox"/> NAD27 <input type="checkbox"/> NAD83 Elevation Source _____		Set Between <u>294</u> ft. and <u>304</u> ft.	
Source of Coordinates: <input type="checkbox"/> GPS <input type="checkbox"/> Survey <input type="checkbox"/> Other		GRAVEL PACK (Filler Pack)	
Sketch a map showing distance well lies from numbered state highways, street intersections, county roads, buildings or other notable landmarks. If latitude and longitude are available please include here: Lat: _____ Long: _____ 		Material/Size <u>#4 Sand</u> Volume/Weight Used <u>1000 lbs</u>	
		Method of Installation _____	
		Depth: Placed FROM <u>294</u> ft. TO <u>304</u> ft.	
		GROUT	
		Material <u>Benseal + EZ Mud</u> Volume/Weight Used <u>175 gals</u>	
		Method of Installation <u>Thermie pipe</u>	
		Depth: Placed FROM <u>297</u> ft. TO <u>surface</u> ft.	
DRILLING LOG*			
INDICATE DEPTH(S) AT WHICH WATER IS ENCOUNTERED. Show color, texture, hardness, and formation: sandstone, shale, limestone, gravel, clay, sand, etc.			
	From	To	
Brown clay	0	11	
Sand + Gravel	11	14	
Gray "	14	36	
"	36	38	
"	38	294	
"	294	301	
"	301	305	
Sandstone	305	307	
WELL TEST*			
Pre-Pumping Static Level <u>142</u> ft.	Date <u>2-8-01</u>		
Measured from: <input type="checkbox"/> Top of Casing <input checked="" type="checkbox"/> Ground Level <input type="checkbox"/> Other			
<input type="checkbox"/> Air <input type="checkbox"/> Bailing <input checked="" type="checkbox"/> Pumping <input type="checkbox"/> Other			
Test Rate <u>10</u> gpm	Duration of Test <u>1</u> hrs.		
Feet of Drawdown <u>38</u> ft.	Sustainable Yield _____ gpm		
*(Attach a copy of the pumping test record, per section 1521.05, ORC)			
Is Copy Attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	Flowing Well? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Quality <u>Clear</u>			
PUMP/PITLESS			
Type of pump <u>Submersible</u>	Capacity <u>12</u> gpm		
Pump set at <u>220</u> ft.	Pitless Type <u>Adapter</u>		
Pump installed by <u>7</u>			
I hereby certify the information on this report is accurate and correct to the best of my knowledge.			
Drilling Firm <u>STACE, P.C. & SONS</u>			
Address <u>6467 W. Broad St.</u>			
City, State, Zip <u>Galloway, OH 43119</u>			
Signed <u>Nic Sprouts / DB</u>	Date <u>2-8-01</u>		
ODH Registration Number <u>368</u>			
(If more space is needed to complete drilling log, use next consecutively numbered form.) Date of Well Completion <u>2-8-01</u> Total Depth of Well <u>307</u> ft.			

WELL LOG AND DRILLING REPORT

ORIGINAL

State of Ohio
DEPARTMENT OF NATURAL RESOURCES
Division of Water
1500 Dublin Road
Columbus, Ohio

No. 221314

County LICKING Township LIMA Section of Township _____
Owner HIGH LANDS GOLF CLUB Address PATAIKALA, OHIO
Location of property TR# 150 + TR# 94

CONSTRUCTION DETAILS	BAILING OR PUMPING TEST
Casing diameter <u>5 1/2" OD</u> Length of casing <u>213 FT</u>	Pumping rate <u>40 G.P.M.</u> Duration of test <u>4</u> hrs.
Type of screen <u>P. PIPE</u> Length of screen <u>4 FT</u>	Drawdown <u>6 in.</u> Date <u>AUG 4, 1958</u>
Type of pump <u>1 HP. REDA SUB.</u>	Developed capacity <u>40 G.P.M.</u>
Capacity of pump <u>1425 G.P.H.</u>	Static level—depth to water <u>44</u> ft.
Depth of pump setting <u>124 FT.</u>	Pump installed by <u>PAY VOLLMUTH</u>
Date of completion <u>AUG 4, 1958</u>	

WELL LOG			SKETCH SHOWING LOCATION	
Formations Sandstone, shale, limestone, gravel and clay	From	To	Locate in reference to numbered State Highways, St. Intersections, County roads, etc.	
CLAY	0 Feet	126 Ft.	N.	
SANDY CLAY	126	142	R#150	
BLUE CLAY	142	209	WELL	
SHALE	209	213	GOLF CLUB	
SANDSTONE	213	253	R#150	
WATER			W. E.	
			S.	
			See reverse side for instructions	

Drilling Firm Pay Vollmuth Date Sept 3, 1958
Address P.O. Box 100, Pataikala, Ohio Signed Pay Vollmuth

LOCATED

12

Trip Generation Memo

RE: Hollow Road Single-Family Development

To: City of Pataskala

From: Carpenter Marty Transportation

Date: November 5, 2021

Carpenter Marty Transportation was retained to complete a trip generation analysis and turn lane warrant assessment for a proposed residential development located on the southeast corner of Hollow Road & Alward Road. The development is proposed to include 24 single-family houses with a full access along Hollow Road. A concept plan showing the proposed development is provided in the **Attachment**.

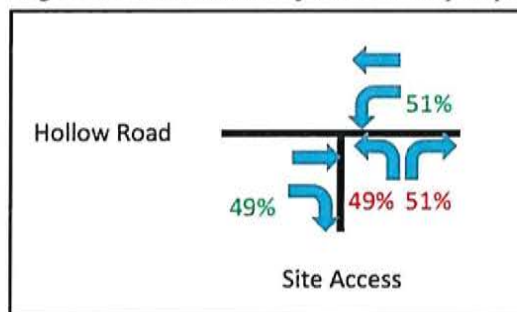
Trips for the proposed site were generated based on Institute of Transportation Engineers (ITE) practices and the Trip Generation Manual, 11th edition. Land use code (LUC) *210 - Single-Family Detached Housing* was utilized to generate trips for the proposed development. **Table 1** shows the trip generation of the expected entering/exiting trips for the AM and PM Peaks.

Table 1- Site Trip Generation Summary

Land Use	Size	AM Peak		PM Peak	
		Entry	Exit	Entry	Exit
210 - Single-Family Detached Housing	24 Units	5	15	16	10

Site traffic was distributed to/from the site based on peak hour turning movement counts obtained from StreetLight. StreetLight produces various data sets, including turning movement counts (TMCs) which are determined through origin-destination (OD) analyses utilizing cell phone location services which can be manipulated to track travel patterns using user-defined zones (gates). The OD data shows the relative amount of traffic that passes through a user-defined zone (the origin) and exits or passes through a separate zone (the destination). An average of 2019 data for a typical weekday (Tuesday through Thursday) was obtained. StreetLight data and distribution calculations are provided in the **Attachment**. The distribution utilized is shown in **Figure 1** below.

Figure 1 – Distribution of Non-Pass-By Trips



A turn lane warrant sensitivity analysis was conducted at the site access point for the eastbound right and westbound left turning movements using methodologies located in the ODOT Location & Design Manual (L&D). Using the generated trips and distribution, through volumes that would cause the left turn lane to warrant were calculated. Based on the distribution used, it was assumed that the advancing and opposing traffic along Hollow Road would be equal. These through volumes can be seen in **Table 2** below. Through volumes that would cause the right turn lane to warrant were not provided as the turning volumes at the site access are so low that no amount of advancing traffic would trigger a right turn lane to warrant. For comparison, combined advancing and opposing through volumes obtained from StreetLight are approximately 23 vehicles in the AM Peak and 47 vehicles in the PM Peak.

Table 2- Approximate Through Volumes Required to Warrant

	AM Peak		PM Peak	
	Advancing Traffic	Opposing Traffic	Advancing Traffic	Opposing Traffic
Westbound Left Turn Lane	Not Possible		601	601

Based on this analysis, and the anticipated through volumes along Hollow Road, it is not recommended that any turn lane improvements be constructed as a part of the proposed development. If you have any questions or comments, please contact Drew Laurent at 614-656-2421 or dlaurent@cmtran.com.

Sincerely,

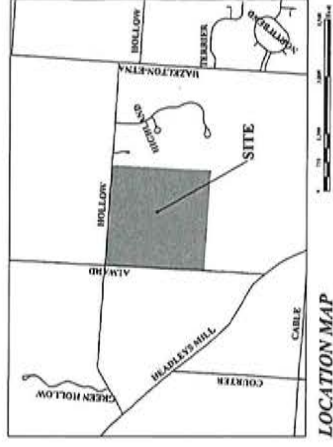


Gina Balsamo, PE, PTOE
Project Manager
Carpenter Marty Transportation

Attachment

Attachment





SITE PLAN

Legend

- Proposed Buildings
- Site Boundaries
- Pond
- Road Centerline
- Common Driveway (14 ft.)
- Common Driveway (20 ft.)
- Emergency Access
- Private Driveway
- Trail
- Residential Lot
- Dedicated Open Space
- Shared Private Driveways
- Common Driveway Documents
- Road Right-of-Way

CONCEPT PLAN

Proposed PUD with 24 single-family residential lots
 10391 Hollow Road SW & 3699 Alward Road SW, Pataskala, Ohio 43062
 Parcel No. 631-141936-00.000 | 160 acres

Plan 4 Land
 WWW.PLAN4LAND.NET



Prepared by: JOE CLASE, AICP

Date: 11/3/2021

Sheet No. 1
 Project Number:
 21-46

2019 StreetLight Turning Movement Counts at Hollow Road & Alward Road

	North			East			South			West		
	Alward Road - N (Southbound)			Hollow Road - E (Westbound)			Alward Road - S (Northbound)			Hollow Road - W (Eastbound)		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
7:00am	0	4	0	0	0	5	0	0	3	1	0	0
7:15am	0	4	0	0	0	2	1	0	3	2	0	0
7:30am	0	3	0	0	0	2	1	0	2	2	0	0
7:45am	0	1	0	0	0	3	2	0	1	2	0	0
5:00pm	3	3	0	2	2	2	0	0	2	1	0	5
5:15pm	1	4	0	1	3	3	0	0	3	1	0	4
5:30pm	1	3	0	1	3	3	1	0	3	1	0	4
5:45pm	1	2	0	2	4	4	1	0	3	1	0	4
Grand Total	6	24	0	6	24	24	6	0	20	11	0	17

Scenario - 1

Scenario Name: AM Peak

User Group:

Dev. phase: 1

No. of Years to Project 0

Analyst Note:

Traffic :

Warning:

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method	Entry	Exit	Total
210 - Single-Family Detached Housing	General	Dwelling Units	24	Weekday, Peak Hour of Adjacent Street Traffic	Rate/Equation	Split%	Split%	
Data Source: Trip Generation Manual, 11th Ed	Urban/Suburban				Best Fit (LOG)	5	15	20
					$\ln(T) = 0.91\ln(X) + 0.12$	26%	74%	

VEHICLE TO PERSON TRIP CONVERSION

BASELINE SITE VEHICLE CHARACTERISTICS:

Land Use	Baseline Site Vehicle Mode Share	Baseline Site Vehicle Occupancy	Baseline Site Vehicle Directional Split
210 - Single-Family Detached Housing	Entry (%) 100	Exit (%) 100	Entry (%) 26
			Exit (%) 74

ESTIMATED BASELINE SITE PERSON TRIPS:

Land Use	Person Trips by Vehicle	Person Trips by Other Modes	Total Baseline Site Person Trips
210 - Single-Family Detached Housing	Entry 5	Exit 0	Entry 5
			Exit 15
	20	0	20

NEW VEHICLE TRIPS

Land Use	New Vehicle Trips	Total
210 - Single-Family Detached Housing	Entry 5	Exit 15
		Total 20

RESULTS

Site Totals	Entry	Exit	Total
Vehicle Trips Before Reduction	5	15	20
External Vehicle Trips	5	15	20
New Vehicle Trips	5	15	20

Scenario - 2

Scenario Name: PM Peak

User Group:

Dev. phase: 1

No. of Years to Project 0
Traffic:

Analyst Note:

Warning:

VEHICLE TRIPS BEFORE REDUCTION

Land Use & Data Source	Location	IV	Size	Time Period	Method	Entry	Exit	Total
210 - Single-Family Detached Housing	General	Dwelling Units	24	Weekday, Peak Hour of Adjacent Street Traffic	Rate Equation	Splits	Splits	
Data Source: Trip Generation Manual, 11th Ed	Urban/Suburban				Best Fit (LOG)	16	10	
					$\ln(T) = 0.94\ln(X) + 0.27$	63%	37%	26

VEHICLE TO PERSON TRIP CONVERSION

BASELINE SITE VEHICLE CHARACTERISTICS:

Land Use	Baseline Site Vehicle Mode Share	Baseline Site Vehicle Occupancy	Baseline Site Vehicle Directional Split
210 - Single-Family Detached Housing	Entry (%) 100	Entry 1	Entry (%) 63
	Exit (%) 100	Exit 1	Exit (%) 37

ESTIMATED BASELINE SITE PERSON TRIPS:

Land Use	Person Trips by Vehicle	Person Trips by Other Modes	Total Baseline Site Person Trips
210 - Single-Family Detached Housing	Entry 16	Entry 0	Entry 16
	Exit 10	Exit 0	Exit 10
	26	0	26

NEW VEHICLE TRIPS

Land Use	New Vehicle Trips
210 - Single-Family Detached Housing	Entry 16
	Exit 10
	Total 26

RESULTS

Site Totals	Entry	Exit	Total
Vehicle Trips Before Reduction	16	10	26
External Vehicle Trips	16	10	26
New Vehicle Trips	16	10	26

Hollow Road Single Family Traffic Volume Calculations

<div> <div> CARPENTER MARTY </div> <div> transportation </div> </div>	Year	Period	Scenario	Plate
			Non-Pass-By Distribution	

^
N

Hollow Road

Site Access

Entry 5
Exit 15

Hollow Road (AM
Trips Distributed)

Site Access


Entry 16
Exit 10

Hollow Road (PM
Trips Distributed)

Site Access

6 of 9

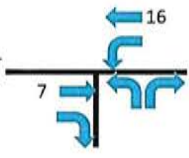
Hollow Road Single Family Traffic Volume Calculations

<div>  </div>	Year	Period	Scenario	Plate
			Peak Hour Volumes and Non-Pass-By Distribution	

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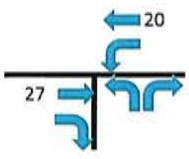
N

Hollow Road (7:00-8:00 AM)



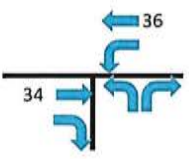
Site Access

Hollow Road (5:00-6:00 PM)



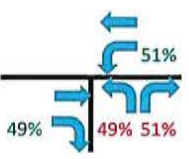
Site Access

Hollow Road (AM Peak + PM Peak)



Site Access

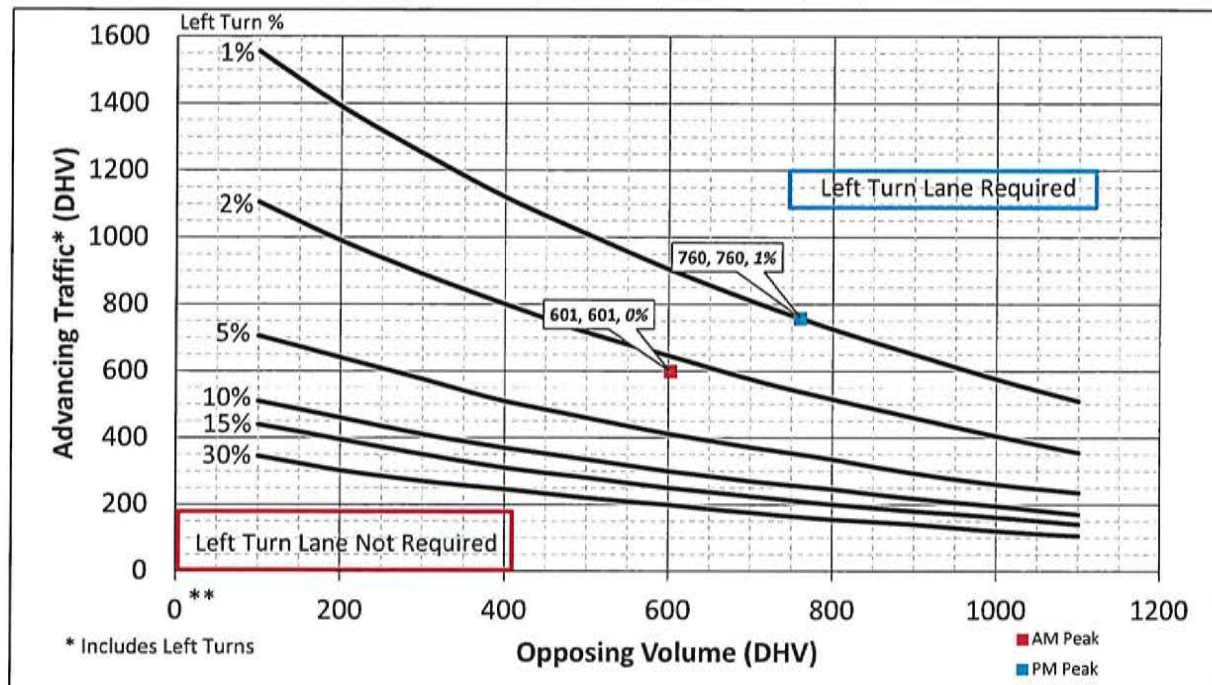
Hollow Road (Distribution)



Site Access

7 of 9

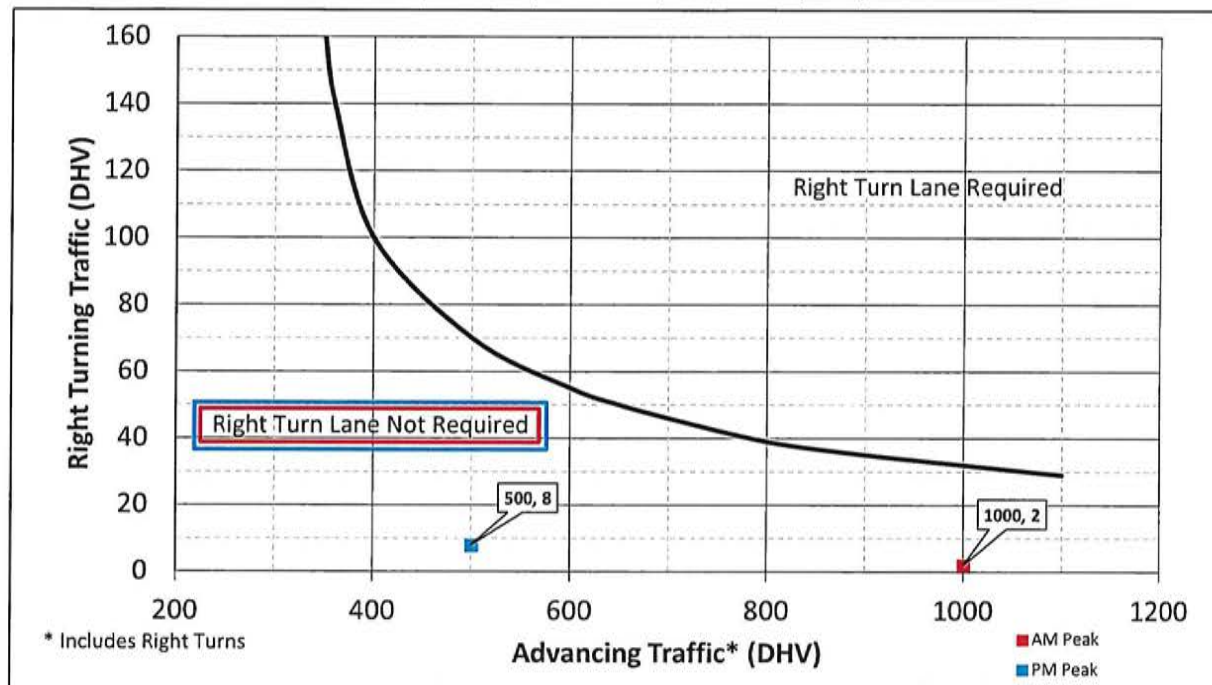
2-Lane Highway Left Turn Lane Warrant
(= < 40 mph or 70 kph Posted Speed)



Turn Lane Length Calculations

AM Peak	Design Speed	40	mph
	Traffic Control	Unsignalized	
	Cycle Length	Unsignalized	
	Cycles Per Hour	60	Assume 60
	Turn Lane Volume	3	VPH
	Advancing Traffic	601	VPH
	Opposing Volume	601	VPH
	Left Turn Percentage	0%	
	Location Type	Through Road	
	Condition	B	
	Vehicles/Cycle	1	
	Turn Lane Length	125	* Turn Lane Length includes 50 ft diverging taper
	Offset Width	12	
	Approach Taper	320	
PM Peak	Design Speed	40	mph
	Traffic Control	Unsignalized	
	Cycle Length	Unsignalized	
	Cycles Per Hour	60	Assume 60
	Turn Lane Volume	8	VPH
	Advancing Traffic	760	VPH
	Opposing Volume	760	VPH
	Left Turn Percentage	1%	
	Location Type	Through Road	
	Condition	B	
	Vehicles/Cycle	1	
	Turn Lane Length	125	* Turn Lane Length includes 50 ft diverging taper
	Offset Width	12	
	Approach Taper	320	
Is Left Turn Warrant Met		No	No Left Turn Lane Required

2-Lane Highway Right Turn Lane Warrant
(= < 40 mph or 70 kph Posted Speed)



Turn Lane Length Calculations

AM Peak	Design Speed	40	mph
	Traffic Control	Unsignalized	
	Cycle Length	Unsignalized	
	Cycles Per Hour	60	Assume 60
	Turn Lane Volume	2	VPH
	Advancing Traffic	1000	VPH
	Right Turn Percentage	0%	
	Location Type	Through Road	
	Condition	B	
	Vehicles/Cycle	1	
PM Peak	Turn Lane Length	125	* Turn Lane Length includes 50 ft diverging taper
	Design Speed	40	mph
	Traffic Control	Unsignalized	
	Cycle Length	Unsignalized	
	Cycles Per Hour	60	Assume 60
	Turn Lane Volume	8	VPH
	Advancing Traffic	500	VPH
	Right Turn Percentage	2%	
	Location Type	Through Road	
	Condition	B	
	Vehicles/Cycle	1	
	Turn Lane Length	125	* Turn Lane Length includes 50 ft diverging taper
Is Right Turn Warrant Met		No	No Right Turn Lane Required

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR THE
THE MEADOW AT HIGHLANDS OWNERS ASSOCIATION**

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR THE MEADOW AT HIGHLANDS OWNERS ASSOCIATION**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE THE MEADOW AT HIGHLANDS OWNERS ASSOCIATION is being made effective on the date of signature below (the "Effective Date"), by AV INVESTMENT LLC, an Ohio limited liability company ("Declarant").

BACKGROUND

A. AV is the owner of Lots 1 through 24 of the The Meadow at Highlands Subdivision (the "Subdivision"), as the same are numbered and delineated in that certain plat which is of record with the Office of the Recorder of Licking County, Ohio as Instrument Number [REDACTED].

B. In order to establish and create a general plan for the development of the Subdivision, Declarant has executed these CCRs and shall record them with the Recorder in accordance with the State of Ohio's Planned Community Law, as set forth in Ohio Revised Code Chapter 5312.

Declarant hereby makes this Declaration of Covenants, Conditions, Restrictions and Easements for the The Meadow at Highlands Owners Association (this "Declaration") applicable to all of the lots within the Subdivision. All capitalized terms used in this Declaration shall have the meanings set forth in Article II below or as elsewhere defined in this Declaration for convenience.

ARTICLE I

PURPOSE AND INTENT

In order to establish and create a general plan for the improvement and maintenance of the Lots, and in order to protect property values and to contribute to the health, safety, and welfare of the property owners that are subject to this Declaration now and in the future, Declarants hereby declare that the Lots shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, easements, encumbrances, rights and other matters set forth in this Declaration, which shall run with the Lots and shall be binding upon, and inure to the benefit of, all parties now or hereafter having any right, title or interest in the Lots or any part thereof, and their respective heirs, personal and legal representatives, successors and assigns.

This Declaration is imposed for the benefit of all Owners (as such term is defined below) and creates specific rights and privileges which may be shared and enjoyed by all Owners and certain obligations which must be performed by all Owners. This Declaration is not intended exclusively or primarily for the benefit of any particular Owner, or for the detriment of

any particular Owner; however, notwithstanding the foregoing, this Declaration may not benefit or affect all Owners equally.

ARTICLE II

DEFINITIONS

Certain words and terms as used in this Declaration shall have the meanings given to them by the definitions and descriptions in this Article. Other words and terms may be defined elsewhere in this Declaration.

“Articles” or “Articles of Incorporation” shall mean the Articles of Incorporation of the Association which were filed with the Secretary of State of Ohio on [REDACTED].

“Assessments” shall mean Base Assessments and/or Special Assessments levied by the Association pursuant to the terms of this Declaration.

“Association” shall mean the The Meadow at Highlands Owners Association, Inc., an Ohio not-for-profit corporation, or any successor thereof by whatever name, charged with the duties and obligations set forth in this Declaration, the Articles of Incorporation, and the Code of Regulations.

“Association Documents” shall mean any and all documents, instruments, and agreements creating and governing the Association including, but not limited to, this Declaration, the Articles of Incorporation, and Code of Regulations and any procedures, rules, regulations or policies adopted by the Association or any other committee of the Board as permitted to be created pursuant to this Declaration.

“Association Rules” shall mean the rules adopted by the Association as provided in Section 5.8.

“Base Assessment” shall mean the Assessments calculated and levied in accordance with Section 6.4 of this Declaration.

“Board of Trustees” or “Board” shall mean the board of trustees of the Association.

“Code of Regulations” shall mean the code of regulations of the Association or any similar written instrument that is duly adopted and executed by the Association.

“Improvement” or “Improvements” shall mean any and all of the following improvements to real property: Homes, structures, parking areas, sidewalks, fences, walls, hedges, plantings, landscaping, driveways, ponds, signs, and landscaping, or any portion thereof.

“Lot” means any one of Lots 1 through 11 of the Subdivision, and “Lots” shall mean all of Lots 1 through 11 of the Subdivision.

“Member” shall mean any person or entity holding membership in the Association.

“Mortgage” shall mean any mortgage, deed of trust, or other document pledging a Lot or interest therein as security for the payment of a debt or obligation.

“Mortgagee” shall mean the holder or beneficiary of a Mortgage as well as a named mortgagee.

“Owner” shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, but shall not mean or refer to any person or entity who holds such interest merely as a Mortgagee, unless and until such person or entity has acquired fee simple title pursuant to foreclosure or otherwise.

“Related User” shall mean a person who obtains all or certain rights of an Owner by reason of such person claiming or being entitled to such rights by, through, or under such Owner.

“Special Assessment” shall mean a special assessment levied in accordance with Section 6.11 of this Declaration.

“Turnover Date” means the date that is thirty (30) days after the first date when at least nine (9) Lots have been transferred and conveyed by Declarant to third parties.

“Voting Member” shall mean the Members of the Association entitled to vote on Association matters.

ARTICLE III

DECLARATIONS OF CERTAIN EASEMENTS

Section 3.1. Declarations of Easements. In order to provide for the identification of the Subdivision to Owners, their visitors, and others, and to provide for efficient vehicular wayfinding to and from the Subdivision, Declarant hereby declares, for the benefit of itself and the Association, the following easements:

(a) A non-exclusive perpetual easement over the following portion of Lot ____ (the “Entry Feature Easement Area”) for the purpose of allowing Declarant and/or the Association for permanent open space area that will be open to use by the Association’s members.

(b) A non-exclusive perpetual easement over the following portion of Lot(s) ____ & ____ (the “Permanent Open Space Area”, and together with the Lot(s) ____, the “Entry Feature Easement Areas”) for the purpose of allowing Declarant and/or the Association to install, operate, maintain, repair, and replace a ground-mounted sign that identifies the Subdivision and related landscaping and lighting, including but not limited to electrical infrastructure needed to provide any such lighting: That portion of Lot ____ located between the western right-of-way line of Hollow Road on the east to a line running parallel to and located 25 feet from the western right-of-way line of Hollow Road on the west, and between the northern right-of-way line of The Meadow at Highlands Court on the south to a line running parallel to and located 25 feet from said southern right-of-way line on the north.

Section 3.2 Maintenance. Except as otherwise expressly provided herein, until the Turnover Date Declarant shall be responsible for maintaining all portions of the Entry Feature Easement Areas and all Improvements located therein at its sole cost and expense. Also except as otherwise expressly provided herein, after the Turnover Date the Association shall be responsible for the maintenance of the Entry Feature Easement Areas and Improvements located therein at its sole cost and expense. Mowing of grass within the Entry Feature Easement Areas shall be the responsibility of Declarant (at its sole cost and expense), except that once a Lot containing an Entry Feature Easement Area is transferred to an owner other than Declarant, such mowing shall be the responsibility of the Owner of the Lot on which said Entry Feature Easement Area is located (at such Owner’s sole cost and expense). Grassed areas within the Entry Feature Easement Areas shall be mowed and fertilized regularly. Entry feature signage and landscaping shall be maintained in accordance with all applicable laws and in a good state of repair. Landscaping shall be fertilized as needed and mulched areas, when provided, shall be mulched on an annual basis. The Entry Feature Easement Areas shall be kept free of weeds and noxious or invasive plants. Light bulbs shall be replaced as needed within any light fixtures that illuminate permitted ground signage or landscaping within the Entry Feature Easement Areas.

Section 3.3 Owners’ Use. Each Owner of a Lot on which an Entry Feature Easement Area is located shall be permitted to use the Maintenance Area in any manner that does not interfere with the exercise rights granted to Declarant and/or the Association hereunder. No such Owner shall take any action that blocks or impairs the visibility of ground signage within the Entry Feature Easement Areas from Hollow Road or The Meadow at Highlands Court.

ARTICLE IV

ASSOCIATION OPERATIONS

Section 4.1. Association. The Association has been or will be formed as an Ohio not-for-profit corporation. The Association shall have the duties, powers, and rights set forth in this Declaration and in the Articles of Incorporation and Code of Regulations.

Section 4.2. Membership in the Association. Each Owner of a Lot shall be a Member of the Association. There shall be one membership in the Association for each such Lot. Each

Owner of a Lot shall be deemed to be a Voting Member of the Association. The person, persons, entity, or entities which constitute the Owner of a Lot shall automatically be the holder or holders of the membership in the Association appurtenant to that Lot, and such membership shall automatically pass with fee simple title to the Lot. No Owner, whether one or more persons or entities, shall have more than one membership per Lot owned, and in the event the Owner of a Lot is more than one person or entity, votes and rights of use and enjoyment shall be as provided hereinafter and in the Code of Regulations. An Owner that owns more than one Lot shall have a membership for each Lot that it owns. The membership rights of a Lot owned by a corporation, partnership or other legal entity shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Association, subject to the provisions of this Declaration and the Code of Regulations. Declarant shall hold a separate membership in the Association for each Lot owned by Declarant. Membership in the Association shall not be assignable separate and apart from fee simple title to a Lot, except that an Owner may assign some or all of such Owner's rights to a Related User or Mortgagee and may arrange for a Related User or Mortgagee to perform some or all of such Owner's obligations as provided in this Declaration, but no assignment shall be permitted to relieve such Owner of the responsibility for fulfillment of all of the obligations of an Owner under this Declaration.

Section 4.3. Voting. Voting on Association matters requiring a vote will be conducted by Voting Members. Each Voting Member will be entitled to one vote. In the event that a Lot is owned by more than one person or entity, the vote for such Lot shall be exercised as such owners shall determine as evidenced in a writing provided to the Association. The Association shall not be held liable for counting a vote for a Lot that has been wrongfully or fraudulently cast by a person or entity in accordance with a writing provided to the Association, and the Association shall have no duty to investigate or inquire about the authenticity or the legal effect of such writing.

Section 4.4. Board of Trustees. The affairs of the Association shall be managed by a Board of Trustees. Declarant shall serve as the sole member of the Board of Trustees until the Turnover Date, at which time the Board of Trustees shall consist of three (3) members, each elected by a majority of the Voting Members that cast a vote on the appointments. One such member of the Board of Trustees shall be appointed for an initial term of one year, another member shall be appointed for an initial term of two years, and the third member shall be appointed for an initial term of three years. After these initial terms, each remaining or replacement member of the Board of Trustees shall serve for terms of three years each.

ARTICLE V

DUTIES, RIGHTS AND POWERS OF THE ASSOCIATION

Section 5.1. General Duties and Powers of the Association. The Association has been formed to further the common interests of the Owners. The Association, acting through the Board or through persons to whom the Board has delegated such powers, shall have the duties

and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interests of the Owners, to maintain, improve and enhance the Entry Feature Easement Areas.

Section 5.2. Duty to Manage, Control and Maintain Entry Feature Easement Areas. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the management and control of the Entry Feature Easement Areas and shall maintain and keep the Entry Feature Easement Areas in good condition and repair. Management of the Association may be (but shall not be required to be) delegated by the Board of Trustees to a “Manager”. By the acceptance of title to any Lot, each Owner agrees to release and indemnify the Association from all claims arising from its actions pursuant to this Section 5.2, except to the extent caused by the intentional, reckless, or grossly negligent acts of the Association.

Section 5.3. Right to Maintain Hazard Insurance. The Association may obtain insurance for all insurable personal property or real estate improvements (if any) owned by the Association in amounts and upon terms that are deemed to be acceptable to the Board in its sole discretion.

Section 5.4. Right to Maintain Liability Insurance. The Association may obtain a comprehensive policy of public liability insurance insuring the Association and its trustees, officers, employees and agents for their actions or omissions for all liability for property damage, bodily injury, or death in connection with the performance of their duties, rights, and powers with regard to the operation, maintenance, or use of the Entry Feature Easement Areas. Such comprehensive policy of liability insurance shall be upon terms that are deemed to be acceptable to the Board in its sole discretion. Nothing in this paragraph or elsewhere in this Declaration shall be read to place a duty upon the Association to insure any Lot or any Owner or persons or entities acting by, through, or with the permission of an Owner, it being the express intent of the Declarants that each individual Owner or persons or entities acting by, through, or with the permission of an Owner shall be responsible for obtaining and maintaining types and amounts of insurance that they deem to be necessary or appropriate in their sole discretion.

Section 5.5. Right to Maintain Fidelity Insurance. The Association may obtain fidelity bonds to protect against dishonest acts on the part of its officers, trustees, agents, and employees and on the part of all others who handle or are responsible for handling the funds of or funds administered by the Association.

Section 5.6. Other Insurance. The Association may obtain insurance against such other risks, of a similar or dissimilar nature, as it shall deem appropriate with respect to the Association’s responsibilities and duties. The Association shall cause any contractors hired by the Association to maintain commercially reasonable insurance coverage, including, without limitation, if appropriate, workers compensation insurance, builder’s risk and liability insurance.

Section 5.8. Power to Adopt Rules and Regulations. The Board of Trustees may adopt, amend, and repeal rules and regulations for the Association, to be known as the “Association Rules.” The Association Rules shall be in furtherance of and consistent with the terms of this

Declaration, and may not grant any rights or impose any obligations on Lots or Owners that are more restrictive than that which are contained in this Declaration. Copies of the currently effective Association Rules shall be made available to each Owner upon request.. In the event of any conflict between the Association Rules and the provisions of this Declaration, the provisions of this Declaration shall prevail.

Section 5.9. Ownership of Other Property. The Association, through action of its Board of Trustees, may acquire, hold, and dispose of tangible and intangible personal property as long as such property is required for the Association to perform its obligations hereunder.

Section 5.10. Implied Rights and Obligations. The Association may exercise any other right or privilege given to it expressly by the Association Documents, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. The Association shall perform all of the duties and obligations imposed on it expressly by the Association Documents and every other duty or obligation reasonably to be implied from the express provisions of the Association Documents or reasonably necessary to perform the duties and obligations contained in the Association Documents.

ARTICLE VI

COVENANTS FOR ASSESSMENTS

Section 6.1. Creation of Lien and Personal Obligation for Assessments. Each Owner of a Lot, by acceptance of a deed of such Lot, whether or not it shall be so expressed in any such deed, covenants and agrees and shall be deemed to have covenanted and agreed to pay the Assessments to the Association. No Owner may waive or otherwise exempt itself from liability for payment for any reason including, by way of illustration and not limitation, non-use of the Entry Feature Easement Areas, and failure to pay any Assessments, together with any applicable interest, costs, and reasonable attorneys' fees, when due, shall give rise to a lien in favor of the Association upon the Lot to which said failure to pay pertains. Said lien shall arise upon the recording a notice of said lien in the chain of title to the delinquent Owner's Lot in the records of the Recorder's office in accordance with Section 6.6 below. Upon payment or other satisfaction of said lien, the Association shall cause a notice of satisfaction and release of said lien to be recorded in the chain of title to the delinquent Owner's Lot in the records of the Recorder's office.

Section 6.2. Purpose of Assessments . The Assessments levied by the Association shall be used exclusively to pay for services provided to the Owners pursuant to the terms of this Declaration and for the maintenance (as permitted or required by this Declaration) of the Entry Feature Easement Areas, including, but not limited to, the payment of insurance thereon, and repair, replacement and additions thereto, reserve accounts, and the cost of labor, equipment, materials, and administration of the Association's business.

Section 6.3. Annual Budget. The Board shall prepare a budget prior to the beginning of each fiscal year estimating its net cash flow requirements for the next year and an estimate of the total Assessments to be charged and distribute it to the Owners at least forty-five (45) days prior to the beginning of each calendar year. On or before of the date that is fifteen (15) days before the beginning of each calendar year, the Board shall approve the budget in final form, and shall determine, levy, and begin taking necessary actions to assess the Association's total Base Assessments against all of the Lots for the following year (the "Total Budgeted Base Assessments"). Each budget may include funds for establishing and maintaining reserves. The Association may maintain or hold funds in reserve at a level that is determined by the Board in its reasonable discretion from time-to-time.

Section 6.4. Calculation and Apportionment of Base Assessments. The Board shall, for each calendar year, fix and assess a Base Assessment against each Lot. For each fiscal year, the Board shall calculate Base Assessment for each Lot in the following manner: The Total Budgeted Base Assessments shall be divided by the 11 total Lots within the Subdivision. That quotient then shall be multiplied by 1.1. In addition, no later than thirty (30) days after the issuance of the first building permit for a structure on each Lot, the Owner of the Lot for which the building permit is issued shall make a one-time contribution of \$400.00 to the Association in order to fund its initial operations.

Section 6.5. Date of Commencement of Base Assessments; Due Dates. The Base Assessments provided herein shall commence as to each Lot on the date that is thirty (30) days after the first building permit is issued for a structure on that Lot. Each Owner shall have the duty to promptly notify the Association once the first building permit is issued for a Lot that it owns. Base Assessments shall be collected on a periodic basis as the Board may determine from time to time, but until the Board directs otherwise, Base Assessments shall be payable annually, in advance, on or before January 15th of each year. Association funds shall be deposited in federally insured accounts or as otherwise determined by policies established by the Board of Trustees.

Section 6.6. Effect of Non-Payment of Assessment Lien; Remedies of the Association. Any Base Assessment installment or Special Assessment which is not paid within thirty (30) days of its due date shall be delinquent. In the event that any such payment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

6.6.1. Assess a late charge of 10% of the delinquent amount;

6.6.2. Assess an interest charge from the date of delinquency at the rate of 10% per annum; and

6.6.6. File a statement of lien with respect to the Lot, and foreclose on the Lot as set forth in more detail below.

The Association may file a statement of lien by recording with the Recorder a written statement with respect to such Lot, setting forth the name of the Owner, the legal description of the Lot, the name of the Association, and the amount of delinquent payment(s) then owing, which statement shall be duly signed and acknowledged by a member of the Board of Trustees of the Association, and which shall be served upon the Owner of the Lot by mail or hand delivery to the address of the Lot or at such other address as the Association may have in its records for the Owner of the Lot. Subject to Section 6.8 below, the Association may proceed to foreclose the lien in the same manner as provided for the foreclosure of mortgages under the laws of the State of Ohio. Such lien shall be in favor of the Association and shall be for the benefit of all other Owners. In a foreclosure action, the Association shall be entitled to recover as a part of the action, the interest, costs, and reasonable attorneys' fees with respect to the action. The Association shall have the power to bid for the Lot at the foreclosure sale and to purchase, hold, lease, mortgage and sell the same. The remedies herein provided shall not be exclusive and the Association may enforce any other remedies to collect delinquent Assessments as may be provided by law.

Section 6.7. Successor's Liability for Assessments. Except as provided in this Section, each current Owner shall be jointly and severally liable with the prior Owner or Owners of a Lot for any and all unpaid past Assessments, interest, late charges, costs, expenses, and attorneys' fees against such Lot, without prejudice to any such successors' right to recover from any prior Owner any amounts paid thereon by such successor. Such successor shall be entitled to conclusively rely on the statement of liens shown on any certificate issued by or on behalf of the Association under Section 6.9 hereof and shall not be liable for any amount not shown on any such certificate that is issued. Nothing herein shall be read to make any prior Owner of a Lot liable for any Assessments against said Lot that first accrue or are assessed following the date of conveyance of the Lot to an unaffiliated transferee.

Section 6.8. Subordination of the Lien. The lien provided for in this Article VI shall be subordinate only to the lien of real estate taxes and any assessments by governmental authorities and of any loan evidenced by a recorded Mortgage and to any refinancing of such loan, provided that any such refinancing is evidenced by a Mortgage of record. The sale or transfer of any Lot pursuant to a decree of foreclosure or by a public trustee's foreclosure, or any other proceeding or deed in lieu of foreclosure, for the purpose of enforcing a Mortgage, shall extinguish the lien as to installments which became due prior to such sale or transfer.

Section 6.9. Statement of Status of Assessments. Upon ten (10) business days' prior written notice to the Association and payment of a processing fee set by the Association from time to time, any Owner or Mortgagee, prospective Owner or Mortgagee, or any partner or other equity interest holder (actual or prospective) in an Owner or prospective Owner of a Lot shall be furnished a statement of the account for such Lot setting forth:

6.9.1. The amount of any unpaid Base Assessments, Special Assessments, interest, late charges, costs, expenses, and attorneys' fees then existing against a particular Lot;

6.9.2. The amount of the current periodic installments of the Base Assessment and the date through which they are paid; and

6.9.3. Any other information deemed proper by the Association. The information contained in such statement, when signed by a member of the Board of Trustees, shall be conclusive upon the Association as to the person or persons to whom such statement is issued and who rely on it in good faith.

Section 6.10. Failure to Assess. The omission or failure of the Board to fix Assessment amounts or rates or to timely deliver or mail to each Owner an Assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay Base Assessments on the same basis as for the last year for which an Assessment was made until a new Base Assessment is made at which time any shortfalls in collections may be assessed retroactively by the Association.

Section 6.11. Special Assessments. The Voting Members, by 65% or more affirmative vote of the Voting members casting a vote as tabulated in accordance with Section 4.3, may levy a Special Assessment to pay for any unusual or unplanned expenses that have not been included in an annual budget of the Association but are incurred or are anticipated to be incurred by the Association when fulfilling its duties and obligations under this Declaration. Any Special Assessment levied hereunder shall be payable on or before the thirtieth (30th) day from the date of the Special Assessment is assessed, or such later date as may be specified therein.

ARTICLE VII

USE OF MAINTENANCE FUNDS

Section 7.1. Application of Assessments. The Association shall apply all Assessments received, and all other funds and property received by it from any source, including, without limitation, the proceeds of loans referred to in Section 7.2 and the surplus of funds referred to in Section 7.3 (but excluding the Individual Owner Maintenance Cost Share) for the following purposes and any other lawful purpose that furthers the provisions and intent of this Declaration:

7.1.1. The payment of the costs incurred by the Association in connection with the provision of services which may or must be provided pursuant to the provisions of this Declaration;

7.1.2. The payment of all principal and interest, when due, on all sums borrowed by or loaned to the Association, to the extent required under any agreement with holders or owners of debt obligations referred to in Section 7.2 hereof;

7.1.3. Administrative costs and expenses incurred by the Association in the exercise of its powers, authority, and duties described in the Association Documents; and

7.1.4. The maintenance of the Entry Feature Easement Areas, including, but not limited to, the payment of taxes (if they are the responsibility of the Association) and insurance thereon, and repair, replacement and additions thereto, reserve accounts, the cost of labor, equipment, materials, management and supervision.

Section 7.2. Authority to Borrow Funds. For the purpose of providing funds to fulfill its obligations or exercise its rights under this declaration, the Association is hereby granted the right to borrow funds from time to time upon such terms and conditions deemed appropriate by the Board. Payments on any loan obtained by the Association shall be paid from Base Assessments which are collected by the Association. In order to secure the repayment of any and all sums borrowed by or loaned to it from time to time, the Association is hereby granted the right and power:

7.2.1. To assign and pledge all revenues received and to be received by it under any provision of the Association Documents, including, but not limited to, the proceeds of the Base Assessments payable hereunder;

7.2.2. To enter into agreements with holders and owners of any debt obligations with respect to the collection and disbursement of funds, including, but not limited to, agreements wherein the Association covenants:

- (a) to assess the Base Assessments on a given day in each year and to assess the same subject to the rate limitations set forth herein;
- (b) to provide for the custody and safeguarding of all funds received by the Association; and

The amounts, terms and rates of borrowing and the provisions of all agreements with holders or owners of any such debt obligation shall be subject to the approval of at least 65% of the Voting Members.

Section 7.3. Authority to Maintain Surplus. The Association shall not be obligated to spend in any particular time period all the sums collected or received by it in such time period or in any other time period and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply any such surplus to the reduction of the amount of the Base Assessment in any year, but may carry forward from year to year and time to time such surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of the Association and the effectiveness of its purposes as set forth in the Association Documents.

ARTICLE XIII

GENERAL PROVISIONS

Section 8.1. Term. The covenants and restrictions of this Declaration shall run with and bind the Lots for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of time of ten (10) years each, unless otherwise terminated or modified as hereinafter provided.

Section 8.2. Amendment. Declarants may amend this Declaration, but only 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 correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot or increase the Base Assessments on any Lot unless the Owner thereof has consented to such amendment in writing. Any other amendments may be made only with the consent of all of the Voting Members.

Section 8.3. Effective on Recording. Any amendment, to be effective, must be recorded in the office of the Recorder. Any amendment shall be effective immediately upon such recordation.

Section 8.4. Revocation. This Declaration shall not be revoked without the consent of all of the Owners in a written instrument duly recorded, in the office of the Recorder.

Section 8.5. Compliance with Documents. Each Owner shall abide by and benefit from the provisions, covenants, conditions, and restrictions contained in the Association Documents.

Section 8.6. Compliance. Each Owner or other occupant of any part of the Lots shall comply with the provisions of the Association Documents as the same may be amended from time to time.

Section 8.7. Enforcement. The Association and/or any Owner shall have the right to enforce against any Owner, and any Owner shall have the right to enforce against the Association, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.8. Non-Exclusive Remedies. All of the remedies set forth herein are cumulative and not exclusive.

Section 8.10. No Liability. No member of the Board, nor the Declarants, a Manager or any Owner shall be liable to any other Owner for the failure to enforce any of the Association Documents at any time.

Section 8.9. Recovery of Costs. If legal assistance is obtained to enforce any of the provisions hereof, or in any legal proceeding (whether or not suit is brought) for damages or for the enforcement of or to restrain the violation of the Association Documents, the prevailing party shall be entitled to recover all costs incurred by it in pursuing such legal assistance, including reasonable attorneys fees as may be incurred, or if suit is brought, as may be determined by the court. Any costs incurred by the Association in pursuit of the remedies available to it under this Declaration shall give rise to a lien against the relevant Lot and the relevant Owner thereof, which lien shall be subject to all the terms and conditions applicable to an Association lien arising hereunder.

Section 8.10. Resolution of Disputes. If any dispute or question arises between Owners or between Owners and the Association relating to the interpretation, performance or non-performance, violation, or enforcement of the Association Documents, such matter may be subject to a hearing and determination by the Board in accordance with the procedures which may be set forth in the Code of Regulations.

Section 8.11. Severability. This Declaration, to the extent possible, shall be construed or reformed so as to give validity to all of the provisions hereof. Any provision of this Declaration found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof.

Section 8.12. Construction. In interpreting words herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

Section 8.13. Headings. The headings are included only for purposes of convenient reference, and they shall not affect the meaning or interpretation of this Declaration.

Section 8.14. Registration of Address. Each Owner and Member shall register its mailing address and a valid e-mail address with the Secretary of the Association from time to time. If an Owner fails to register its mailing address, such address shall be deemed to be the mailing address of the Owner's Lot if a temporary or permanent certificate of occupancy has been issued for a Building located thereon, or if no such certificate has been issued, such address shall be deemed to be the tax mailing address of the Owner as set forth in the records of the Office of the Auditor of Franklin County, Ohio.

Section 8.15. Notice. All notices or requests required hereunder shall be in writing. Notice to any Owner or member of the Board of Trustees shall be considered delivered and effective upon personal delivery, delivery to an e-mail address provided by the Owner or member of the Board to the Association, or three days after posting, when sent by first class

mail, to the address of such Owner on file in the records of the Association at the time of such mailing. Notice to the Board or the Association shall be considered delivered and effective upon personal delivery, or three days after posting, when sent by first class mail, to the Association, the Board, or the Manager, at such address as shall be established by the Association from time to time by notice to the Owners and members of the Board.

Section 8.16. Waiver. No failure on the part of the Association or the Board to give notice of default or to exercise or to delay in exercising any right or remedy hereunder shall operate as a waiver, except as herein specifically provided, should the Board fail to respond to certain requests. No waiver shall be effective unless it is in writing, signed by the president or vice president of the Board on behalf of the Association.

Section 8.17. Conflicts Between Documents. In case of conflict between the Declaration and the Articles of Incorporation or the Code of Regulations, the Declaration shall control. In case of conflict between the Articles of Incorporation and the Code of Regulations, the Articles of Incorporation shall control.

Section 8.18. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by the written consent of at least 65% of the Owners. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided herein, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it.

Section 8.19. Limitations of Liability and Indemnification. The Association shall indemnify every officer, trustee, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, trustee, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Trustees) to which he or she may be a party by reason of being or having been an officer, trustee, or committee member. The officers, trustees, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and trustees shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer and trustee free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, trustee, or committee member, or former officer, trustee, or committee member may be entitled. The Association may, at its expense, maintain adequate general liability and officers and trustees' liability insurance as required in elsewhere in this Declaration to fund this obligation, if such insurance is reasonably available.

[Signature pages and exhibits follow]

IN WITNESS WHEREOF, the Declarant has executed this Declaration so as to be effective on the Effective Date.

AV INVESTMENT LLC,
an Ohio limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF OHIO

COUNTY OF _____, ss:

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, the _____ of AV INVESTMENT LLC, an Ohio limited liability company, who acknowledged that he/she did execute the foregoing instrument on behalf of said company and that the same is his/her free act and deed and that no oath or affirmation was administered to the signor.

Notary Public

CODE OF REGULATIONS
OF
THE MEADOW AT HIGHLANDS OWNERS ASSOCIATION, INC.

CODE OF REGULATIONS OF
THE MEADOW AT HIGHLANDS OWNERS ASSOCIATION

ARTICLE I

Identity

Section 1. Name. The name of the corporation is The Meadow at Highlands Owners Association (the "Association").

Section 2. Principal Office. The initial principal office of the Association is _____.

Section 3. Adoption. This Code of Regulations have been adopted as the Code of Regulations of the Association in accordance with the Declaration of Covenants, conditions, Restrictions and Easements for The Meadow at Highlands Owners Association (the "Declaration").

Section 4. Definitions. All capitalized terms which are used but not defined herein shall have the meanings prescribed to them in the Declaration.

ARTICLE II

Powers and Duties of the Association and the
Exercise Thereof

The Association shall have all powers granted to it by common law, Ohio statutes, the Declaration, the Articles of Incorporation, and this Code of Regulations, all of which shall be exercised by its Board of Trustees unless the exercise thereof is otherwise restricted in the Declaration or by law.

ARTICLE III

Meeting of Owners

Section 1. Date and Place of Meeting. Meetings of the Owners shall be held on the date and at the place designated by the Board of Trustees.

Section 2. Annual Meetings of Owners. There shall be no annual meetings of the Owners until the Declarant has sold six (6) Lots to third parties. Thereafter, an annual meeting of the Owners shall be held each year to elect the members of the Board of Trustees which the Owners are entitled to elect and to conduct such other business as may be properly brought before the meeting.

Section 3. Special Meetings. The Board shall, by majority vote of its members, annually elect a Chair, vice Chair, Secretary and Treasurer. The Chair of the Board of Trustees may call special meetings of the Owners. In addition, it shall be the duty of the Chair to call a special meeting of the Owners if so directed by resolution of a majority of the Board of Trustees or, if after the Turnover Date, upon a petition signed by Owners representing at least 40% of the total votes eligible to be cast by the Owners as set forth in the Declaration (the "Total Votes"). The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as

stated in the notice. Special meetings of the Owners shall be governed with Chapter 1702 of the Ohio Revised Code.

Section 4. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Owners shall be delivered, either personally or by mail, to each Owner, not less than 10 nor more than 30 days before the date of such meeting, by or at the direction of the Secretary.

If mailed, the notice of a meeting shall be deemed to be delivered three days after posting when deposited in the United States mail addressed to an Owner at his, her or its address as it appears in the records of the Association.

Section 5. Quorum. Except as otherwise provided in this Code of Regulations or in the Declaration, the presence in person or by proxy of Owners representing a majority of the Total Votes shall constitute a quorum at all meetings of the Association.

Section 6. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Owners who are present at such meeting may adjourn the meeting to a time not less than five nor more than 20 days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Owners in the manner prescribed for regular meetings.

Section 7. Vote Required. When a quorum is present at any meeting, a majority of the votes present whether in person or by proxy shall decide any question brought before the meeting, unless the Declaration, the Articles of Incorporation, this Code of Regulations, or any applicable statute provides otherwise.

Section 8. Proxies. Owners may vote by proxy. The Board of Trustees will determine the form and procedure for the use of proxies.

Section 9. Conduct of Meetings. The Chair shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 10. Action Without a Meeting. Any action which may be taken at a meeting of the Owners, may be taken without a meeting if written consent setting forth the action so taken is signed by Owners representing a majority of the Total Votes.

ARTICLE IV

Election of Board of Trustees

The governance and administration of the affairs of the Association shall be vested in a Board of Trustees. The number of members are set in the Declaration. Except with respect to trustees appointed by the Declarant, all trustees shall be Members.

Any trustee appointed by Declarant may only be removed by Declarant. Any trustee elected by the Owners may be removed, with or without cause, by the vote of the Owners holding a majority of the Total Votes. Upon removal of a trustee, a successor shall be elected by the party entitled to elect or appoint the

trustee so removed to fill the vacancy for the remainder of the term of such trustee.

Any trustee who has three consecutive unexcused absences, as determined by the Board, from Board meetings or who is delinquent in the payment of any Assessment or other charge due the Association for more than 30 days may be removed by a majority of the trustees present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the remaining trustees. In the event of the death, disability, or resignation of a trustee, the members of the Board may elect a successor to fill the vacancy for the remainder of the term of such trustee.

No trustee shall receive a salary or any other compensation whatsoever from the Association for acting as such, but shall be entitled to be reimbursed for expenses reasonably incurred on behalf of the Association.

The trustees appointed by Declarant shall have a fiduciary duty solely to the Declarant and will act solely on behalf of the Declarant. The trustees elected by the Owners shall have a fiduciary duty to all Members and will act solely on their behalf.

ARTICLE V

Meetings of Board of Trustees

Section 1. Annual Meetings. The annual meeting of the Board of Trustees following each annual Owners' meeting shall be held within 15 days thereafter at such time and place as shall be fixed by the Board of Trustees.

Section 2. Regular Meetings. Regular meetings of the Board of Trustees may be held at such time and place as shall be determined from time to time by a majority of the trustees, but commencing with the Turnover Date, at least two regular meetings shall be held during each fiscal year with at least every six months, provided, however, that the annual meeting shall constitute a regular meeting. Notice of the time and place of the meeting shall be communicated to the trustees not less than 14 days prior to the meeting.

Section 3. Special Meeting. Special meetings of the Board of Trustees shall be held when called by written notice signed by the Chair of the Association or by any two trustees. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each trustee by personal delivery, first class mail or telephone at least 14 days prior to the date of the meeting, unless the special business is of a nature which requires immediate action, in the reasonable judgment of the party calling the meeting, and then 24 hours' notice shall be deemed sufficient.

Section 4. Waiver of Notice. Any meeting of the Board of Trustees, however called and noticed or wherever held, shall be as valid as when taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the trustees not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. Notice of a meeting shall also be deemed given to any trustee who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 5. Quorum of Board of Trustees. At all meetings of the Board of Trustees, a majority of the trustees shall constitute a quorum for the transaction of business, and the votes of a majority of the trustees present at a meeting at which a quorum is present shall constitute the decision of the Board of Trustees. If any meeting of the Board of Trustees cannot be held

because a quorum is not present, the remaining trustee who is present at such meeting may adjourn the meeting to a time not less than five nor more than 20 days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 6. Conduct of Meetings. The Chair shall preside over all meetings of the Board of Trustees, and the Secretary shall keep a minute book of meetings of the Board of Trustees, recording therein all resolutions adopted by the Board of Trustees and all transactions and proceedings occurring at such meetings.

Section 7. Open Meetings. All meetings of the Board shall be open to all Owners, but Owners other than trustees may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a trustee and granted by the Chair. In such case, the Chair may limit the time any Community Representative may speak. Notwithstanding the above, the Chair may adjourn any meeting of the Board of Trustees and reconvene in executive session, excluding Owners, when such action is necessary in the reasonable judgment of the Chair.

Section 8. Telephone or Virtual Meeting. Any regular or special meeting of the Board of Trustees may be held by telephone conference or by other electronic means, at which each participating trustee can hear and be heard by all other participating trustees.

Section 9. Action Without a Meeting. Any action to be taken at a meeting of the trustees may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the trustees, and such consent shall have the same force and effect as a unanimous vote.

ARTICLE VI

Officers

Section 1. Election, Term of Office, and Vacancies. The initial officers of the Association shall be designated by the Board of Trustees by an action in writing without meeting. Thereafter, the officers of the Association shall be elected annually by the Board of Trustees at the first meeting of the Board of Trustees during a fiscal year. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Trustees for the unexpired portion of the term.

Section 2. Removal. Any officer may be removed by the Board of Trustees in the sole discretion of the Board.

Section 3. Resignation. Any officer may resign at any time by giving written notice to the Board of Trustees. Such resignation shall take effect on the date of the receipt of such notice or at a later time specified in the notice, and unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

ARTICLE VII

Duties of Officers

The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such power and duties which, from time to time, may specifically be conferred or imposed by the Board of Trustees.

Section 1. Chair. The Chair shall be the chief executive officer of the Association and shall:

- (a) Act as presiding officer at all meetings of the Owners and of the Board of Trustees.
- (b) Call special meetings of the Owners and of the Board of Trustees.
- (c) Sign, with the Secretary or Treasurer if the Board of Trustees requires, all checks, contracts, promissory notes, leases, subleases, and other instruments on behalf of the Association, except those which the Board of Trustees specifies may be signed by other persons.
- (d) Perform all acts and duties usually required of a chief executive to ensure that all orders and resolutions of the Board of Trustees are carried out.

Section 2. Vice Chair. The Vice Chair, in the absence or disability of the Chair, shall execute the powers and perform the duties of the Chair. The Vice Chair also shall assist the Chair generally, and exercise other powers and perform other duties as shall be prescribed by the trustees.

Section 3. Secretary. The Secretary shall have the following duties and responsibilities:

- (a) Attend all regular and special meetings of the Owners and the Board of Trustees and keep all records and minutes of proceedings thereof or cause the same to be done.
- (b) Have custody of the corporate seal, if any, and affix the same when necessary or required.
- (c) Attend to all correspondence on behalf of the Board of Trustees, prepare and serve notice of meetings and keep membership books.
- (d) Have custody of the minute book of the meetings of the Board of Trustees and Owners, and act as agent for the transfer of the corporate books.

Section 4. Treasurer. The Treasurer shall:

- (a) Receive monies as shall be paid into his or her hands for the account of the Association and disburse funds as may be ordered by the Board of Trustees, taking proper vouchers for disbursements, and be custodian of all contracts, leases, and other important documents of the Association which he shall keep safely deposited.
- (b) Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association, and deliver the books to his or her successor. He or she shall prepare and distribute to all members of the Board of Trustees prior to each annual meeting, and whenever else required, a summary of the financial transactions and condition of the Association from the preceding year.
- (c) He or she shall make a full and accurate report on matters and business pertaining to his office to the Owners at the annual meeting, and make all reports required by law. He shall be the chairman of the Finance Committee.

- (d) The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Association. In the event the Association enters into a management agreement, it shall be proper to delegate any or all of the Treasurer's functions to the Manager as is deemed appropriate by the Board of Trustees.

ARTICLE VIII

Discipline

Section 1. Enforcement. The Board of Trustees shall have the power to impose reasonable fines, which shall constitute an automatic and continuing lien upon the Lot of the violating Member, as provided in the Declaration. The failure of the Board of Trustees to enforce any provision of the Association Documents, or any Association Documents shall not be deemed a waiver of the right of the Board of Trustees to do so thereafter.

Section 2. Notice. Prior to imposition of any sanction hereunder, the Board of Trustees or its delegate shall serve the accused with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than 10 days within which the alleged violator may present a written request to the Board of Trustees for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge has been requested within 10 days of the notice.

Section 3. Hearings. If a hearing is requested within the allotted 10 day period, the hearing shall be held in executive session of the Board of Trustees at the next regularly scheduled or at a special meeting or at a meeting of its delegate affording the accused a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, trustee, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the accused appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Board of Trustees or its delegate may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 10 day period. Any suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions by any person.

Section 4. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association may elect to enforce any provisions of the Association Documents by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.

ARTICLE IX

Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Association shall commence upon the first day of January and conclude on the thirty-first day of December.

Section 2. Depositories. The funds of the Association shall be deposited in such accounts as may be selected by the Board of Trustees, including checking and savings accounts in one or more banks and/or savings and loan associations, certificates of deposit, U.S. Treasury Bills and money market accounts with an investment firm or firms, all in accordance with resolutions approved by the Board of Trustees. The funds shall be used only for lawful purposes of the Association.

Section 3. Expenses. The receipts and expenditures of the Association may be credited and charged to accounts as the Board of Trustees may determine, in accordance with resolutions approved by the Board of Trustees. The funds shall be used only for lawful purposes of the Association.

Section 4. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

- (a) accrual accounting (exclusive of depreciation and amortization), as defined by generally accepted accounting principles, shall be employed;
- (b) accounting and controls should conform to generally accepted accounting principles;
- (c) cash accounts of the Association shall not be commingled with any other accounts;
- (d) any financial or other interest which the Manager may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Trustees;
- (e) commencing at the end of the month in which the first Lot is sold, financial reports shall be prepared for the Association at least annually containing:
 - (i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;
 - (ii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
 - (iii) a balance sheet as of the last day of the preceding period; and
 - (iv) a delinquency report listing all Members who are delinquent in paying any Assessments at the time of the report and describing the status of any action to collect such Assessments which remain delinquent (a Base Assessment shall be considered to be delinquent 30 days after the date due unless otherwise determined by the Board of Trustees); and
 - (v) an annual report consisting of at least the following shall be distributed to all Owners within (120) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. The annual report referred to above may be prepared on an audited basis by a Certified Public Accountant selected by the Board of Trustees.

Section 5. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds,

leases, checks, and other instruments of the Association shall be executed by the Chair and Secretary or by such other person or persons as may be designated by resolution of the Board of Trustees.

Section 6. Books and Records.

- (a) Inspection by Members and Mortgagees. The Declaration, Articles of Incorporation, code of Regulations, membership register, books of account, and minutes of meetings of the Owners, the Board, and committees shall be made available for inspection and copying by any Member or Mortgagee or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member or Mortgagee at the office of the Association or at such other place within as the Board shall prescribe. Such records shall include a record of receipts and expenditures and accounts for each Member, which accounts shall designate the names and addresses of the Members, the due dates and amount of each Assessment, the amounts paid upon the account and the balance due. Notwithstanding the foregoing, records concerning the status of accounts payable with respect to a Lot shall only be made available to the Owner or Mortgagee of that Lot. Minutes of grievance hearings will not be released to any person other than the person subject to the disciplinary action.
- (b) Rules for Inspection. The Board shall establish reasonable rules with respect to:
 - (i) notice to be given to the custodian of the records;
 - (ii) hours and days of the week when an inspection may be made; and
 - (iii) payment of the cost of reproducing copies of documents requested.
- (b) Inspection by Trustees. Every trustee shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association. The right of inspection by a trustee includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 7. Insurance. The Association shall procure, maintain, and keep in full force and effect, insurance as required by the Declaration to protect the interests of the Association and the Members.

ARTICLE XI

Miscellaneous

Section 1. Parliamentary Rules. Robert's Rules of Order (then current edition) shall govern the conduct of Association proceedings when not in conflict with Chapter 1702 of the Ohio Revised Code, the Articles of Incorporation, the Declaration, or this Code of Regulations.

Section 2. Construction. If there are conflicts between the provisions of Chapter 1702 of the Ohio Revised Code, the Articles of Incorporation, the Declaration, and/or this Code of Regulations, the provisions of Chapter 1702 of the Ohio Revised Code, the Declaration, the Articles of Incorporation, and the Code of Regulations (in that order) shall prevail.

Section 3. Validity. If any rule or regulation is adjudicated to be invalid, such fact shall not affect the validity of any other rule or regulation.

Section 4. Notices. Unless otherwise provided in this Code of Regulations, all notices, demands, bills, statements, or other communications under this Code of Regulations shall be in writing and shall be deemed to have been duly given if delivered personally or three days after posting if sent by United States Mail, first class postage prepaid:

- (a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Site of such Member; or
- (b) if to the Association, the Board of Trustees, or the Manager, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 5. Amendments. Until the Turnover Date the Declarant may amend this Code of Regulations in its sole and absolute discretion. After the Turnover Date, the Declarant may amend this Code of Regulations in its sole and absolute discretion at any time and from time to time if such amendment is (a) necessary to bring any provisions hereof into compliance with any applicable governmental statute, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots; or (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots; provided , however, any such amendment shall not have a materially adverse effect on the title to any Lot unless the Owner thereof shall consent thereto in writing. Any amendment not initiated by the Company may be made only with the written consent of the Company and with the affirmative vote (in person or by alternate) or written consent, or any combination thereof, of Owners representing 67% of the Total Votes. However, the percentage of votes or consents necessary to amend a specific clause shall be not less than the prescribed percentage of affirmative votes or consents required for action to be taken under that clause.

No amendment may remove, revoke, or modify any right or privilege of the Company or the assignee of such right or privilege.

CERTIFICATION

I, undersigned, do hereby certify:

That I am duly elected and acting Secretary of The Meadow at Highlands Owners Association, Inc., an Ohio non-profit corporation;

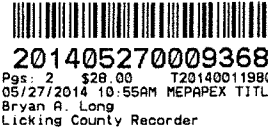
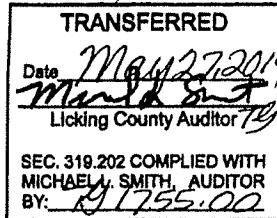
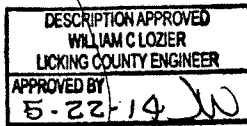
That the foregoing Code of Regulations constitute the original Code of Regulations of said Association, as duly adopted at a meeting of the Board of Trustees thereof held on the ____ of _____, 2021.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed seal of said Association this ____ day of _____, 2021.

By: _____

Print Name: _____

Title: _____



GENERAL WARRANTY DEED

Know All Men by These Presents:

TR Ventures, LLC, an Ohio limited liability company (the "Grantor"), in consideration of Ten Dollars (\$10.00) or other good and valuable consideration to it in hand paid by KEG High Lands Golf, LLC, an Ohio limited liability company (the "Grantee"), whose tax mailing address is 2700 McKinley Ave., Suite 204, Columbus, OH 43204, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey, with General Warranty Covenants, to the said Grantee, its successors, and assigns forever, the following described Real Estate:

PLEASE SEE THE ATTACHED EXHIBIT "A"

Grantor for itself and for its successors and assigns hereby reserves all sub-surface oil, gas and mineral rights in respect to the real property conveyed herein. Such reservation shall specifically exclude all surface right privileges, including, without being limited to, any rights to ingress, egress or other use of all or any portion of the surface of the real property conveyed herein, and shall further specifically exclude any use of the surface of the real property conveyed herein that is necessary to reach and remove, and or store any oil, gas or minerals. This reservation shall entitle Grantors to only those rights to extract, or assign such rights to extract, any oil, gas, and/or minerals that can be extracted without causing any injury to the superincumbent soil and/or surface of the real property conveyed herein.

Subject to taxes and assessments which are now or may hereafter become liens on said premises and except conditions, restrictions and easements, if any, contained in former deeds of record for said premises, subject to all of which this conveyance is made.

Prior Instrument Reference: Instrument # 201305130012297 of the Licking County Records.

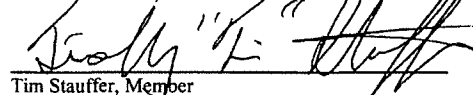
and all the Estate, Right, Title and Interest of the said Grantor, either in law or equity, in and to said premises; To Have and to hold the same, with all the privileges and appurtenances thereunto belonging, to said Grantee, its successors, and assigns forever.

In Witness Whereof, Randy E. Orkis and Tim Stauffer, the Members of the said Grantor have hereunto set their hands, this May 16, 2014

TR VENTURES, LLC

TR VENTURES, LLC


Randy E. Orkis, Member


Tim Stauffer, Member

State of OHIO, County of FRANKLIN, ss.

On this May 16, 2014, before me, a Notary Public, in and for said county, personally came, Randy E. Orkis and Tim Stauffer, as Members of TR Ventures, LLC, the Grantor in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

Witness my official signature and seal on the day last above mentioned.


Notary Public, My Commission Expires 07/18/2015

Prepared by: Daniel E. Simon, Esq., Apex Title Agency, Ltd., 445 Hutchinson Ave., Ste 620, Columbus, OH 43235



AMY KLAMUT
NOTARY PUBLIC
STATE OF OHIO
Comm Expires

07/18/2015

Exhibit A

Situated in the County of Licking, State of Ohio, and in the City of Pataskala and bounded and described as follows:

Known and described as Lot Number Nine (9) in the First Quarter of the First Township in the Fifteenth (15) Range of the United States Military Lands; containing 160 acres, more or less, subject to all legal highways.

Subject to any valid and existing easements of record and particularly to grant of pole and wire easement from Lewis S. Rhodeback to Licking Rural Electrification, Inc., dated April 12, 1939 and recorded in Vol. 319, at page 575, of the Deed Records of Licking County, Ohio.

Being the same real estate conveyed by Charles S. Hubbard and Hazel Hubbard to Benton A. McCracken and Anna M. McCracken by deed dated September 6, 1950, and recorded in Vol. 423, at page 209, of the Deed Records of Licking County, Ohio.

Being the same premises conveyed by Benton A. McCracken and Anna M. McCracken, husband and wife, to Robert L. Cook and Anna Belle Cook by deed dated January 23, 1953 and recorded in Vol. 446, at page 371, Deed Records of Licking County, Ohio.

Property Address: 10391 Hollow Road, Pataskala, OH 43062

Parcel Number: 063-141936-00.000



File #: 140087

0115PA00100000022000

FITCH, TIMOTHY LEE
FITCH, KAREN SUE
3999 ALWARD RD
PATASKALA, OH 43062

SCHULTZ CO-TR, HAROLD A
SCHULTZ CO-TR, DARLENE K
3524 ALWARD RD
PATASKALA, OH 43062

HALL, JOHN W
7512 VERN PL
ORIENT, OH 43146

HEDLEY, JEFFREY S
ARTZ, JODI A
3698 ALWARD RD
PATASKALA, OH 43062

MICHALEK TR, JAN K
3762 ALWARD RD
PATASKALA, OH 43062

HAIDET, JOHN J
HAIDET, CATHERINE A DEAN
3750 ALWARD RD
PATASKALA, OH 43062

CAMERON, MARY KAY-TR
CAMERON LIVING TRUST
4108 HAZELTON-ETNA RD
PATASKALA, OH 43062

YEARLING, CAROL J-TR
YEARLING HOLLOW ROAD
TRUST
10336 HOLLOW RD
PATASKALA, OH 43062

MCDERMOTT TR, WILLIAM F
MCDERMOTT TR, MAUREEN L
4037 ALWARD RD
PATASKALA, OH 43062

BUSS, MATTHEW S
3700 ALWARD RD
PATASKALA, OH 43062

YEARLING, SARAH E
547 CLARK STATE RD
GAHANNA, OH 43230

ANDERSON, MICHAEL D
ANDERSON, CAROL A
3850 ALWARD RD
PATASKALA, OH 43062

REED, DANIEL B
3954 ALWARD RD
PATASKALA, OH 43062

KING, DANNY LEE
KING, ANN F
4076 ALWARD RD
PATASKALA, OH 43062

KEG HIGHLANDS GOLF L L C,
K E G HIGHLANDS GOLF L L C,
7686 FISHEL DR N STE B
DUBLIN, OH 43016

MARTIN, SAMUEL W-TR
MARTIN, THERESA M-TR
3392 ALWARD RD
PATASKALA, OH 43062

YEARLING, CAROL J-TR
YEARLING HOLLOW ROAD
TRUST,
10336 HOLLOW RD
PATASKALA, OH 43062

MILLER, DEAN H
MILLER, KRISTEN M
147 HIGHLAND HOLLOW DR
PATASKALA, OH 43062

CAUDILL, JOY A
CAUDILL, POLLY A
27 GREENLOCH CT
PATASKALA, OH 43062

KOHMAN, DEBORAH A-TR
DEBORAH A KOHMAN
AMENDED & RESTATED REVO,
10039 HOLLOW RD
PATASKALA, OH 43062

BOVENIZER, SHELBY SHAWN
DRUE
SMITH, ANDREW DONALD
3476 ALWARD RD
PATASKALA, OH 43062

HIGHLAND ESTATES HOME
OWNERS ASSN INC,
10039 HOLLOW RD
PATASKALA, OH 43062

SALAMON, JENNIFER
SALAMON, THOMAS
33 HIGHLAND CT
PATASKALA, OH 43062

SALAMON, JENNIFER
SALAMON, THOMAS
33 HIGHLAND CT
PATASKALA, OH 43062

ROBINSON, SUZANNE M
45 HIGHLAND CT
PATASKALA, OH 43062

HUHN, MARK L
HUHN, CHRISTINA M
51 HIGHLAND CT
PATASKALA, OH 43062

MILOSOVICH, GARY D
21 GREENLOCH CT
PATASKALA, OH 43062

CAMERON, MARY KAY-TR
CAMERON LIVING TRUST,
4108 HAZELTON-ETNA RD
PATASKALA, OH 43062

KOHMAN, DEBORAH A-TR
DEBORAH A KOHMAN TRUST,
10039 HOLLOW RD
PATASKALA, OH 43062

GOLDMAN, HOLLY J
GOLDMAN, LINDA
10024 HOLLOW RD
PATASKALA, OH 43062

**FRANKLIN, THEODORE E
FRANKLIN, AMY M
4517 HEADLEYS MILL RD
PATASKALA, OH 43062**

**PLAN 4 LAND, LLC
JOE CLASE, AICP
1 S. HARRISON STREET
P.O. BOX 306
ASHLEY, OH 43003**

**KEG HIGHLANDS GOLF LLC
2700 MCKINLEY AVE., SUITE 204
COLUMBUS, OH 43204**

KEG HIGHLANDS GOLF & COUNTRY CLUB, LLC
K E G HIGHLANDS GOLF & COUNTRY CLUB, LLC
PATASKA, ALA 36135
TD = 150

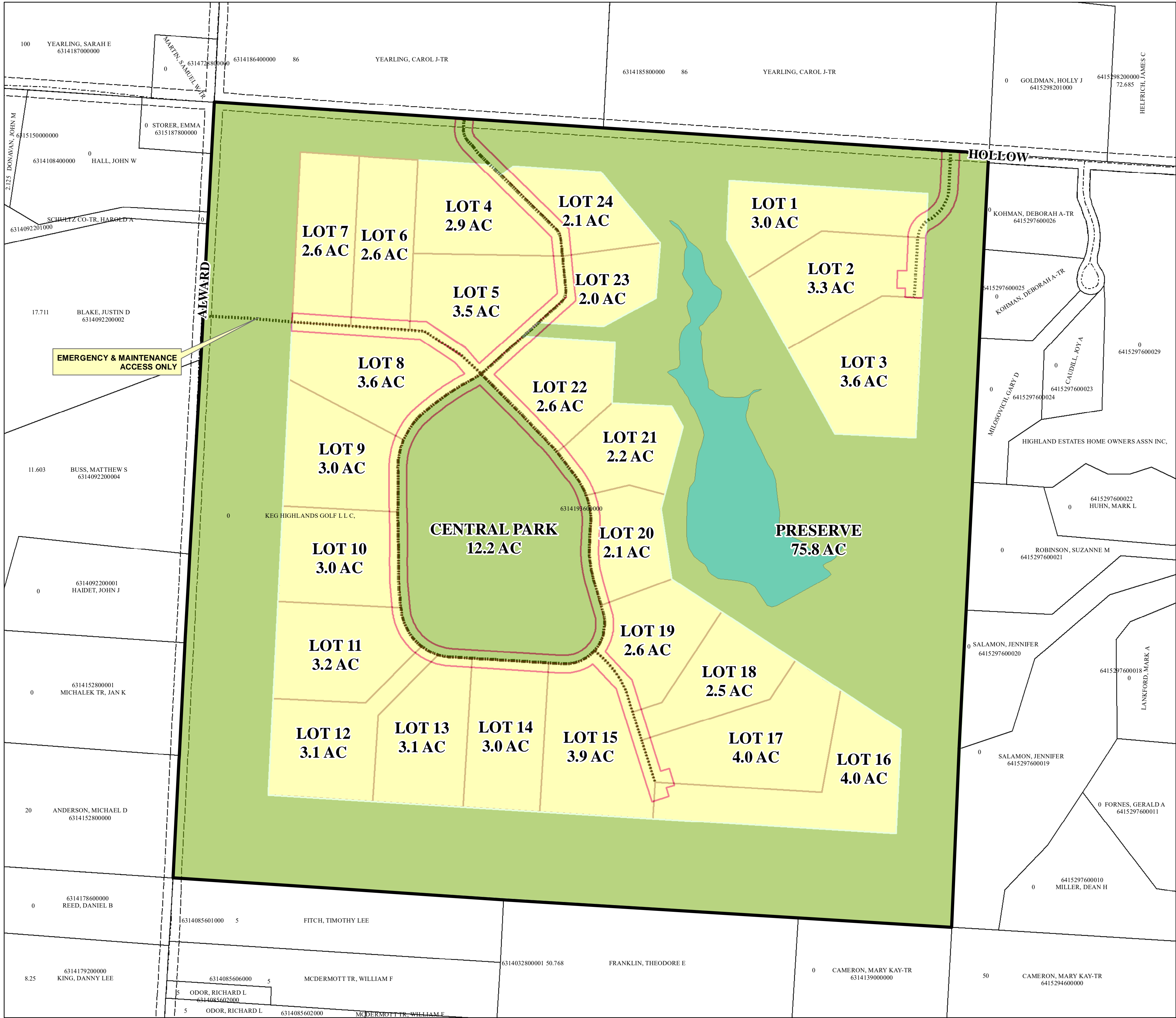
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A scale bar with two units. The top unit is 'Feet' with a scale from 0 to 500. The bottom unit is 'Miles' with a scale from 0 to 0.09. The bar is divided into segments corresponding to these units.

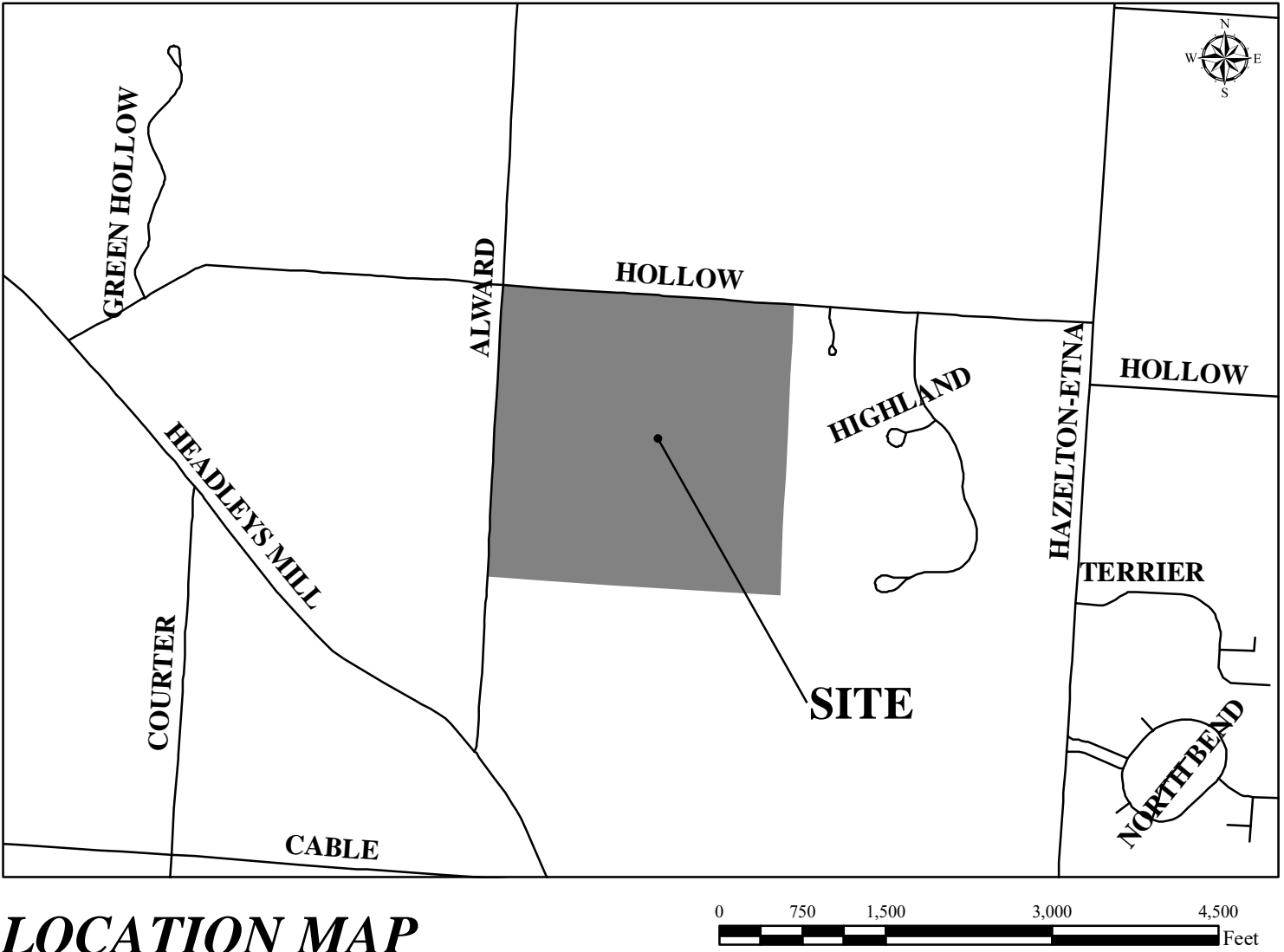
LICKING COUNTY TAX MAP

Property Report

Address			
N/A KEG HIGHLANDS GOLF L L C – 10391 HOLLOW RD SW			
Engineer's Pin	Owner	Auditor's PIN	
0115PA00100000022000	N/A KEG HIGHLANDS GOLF L L C	063-141936-00.000	
Tax Acreage	Deed Acreage	Official Record	
160	0	201405270009368	



AREA MAP



LOCATION MAP

NOTES
Subdivision Name: The Meadow at Highlands.
Date prepared: 11/5/2021

Location: Situated in the County of Licking, State of Ohio, and in the City of Pataskala and bounded and described as follows: Known and described as Lot Number Nine (9) in the First Quarter of the First Township in the Fifteenth (15) Range of the United States Military Lands (USML); containing 160 acres, more or less, subject to all legal highways.

Property Owner: KEG Highlands Golf LLC, 2700 McKinley Ave., Suite 204, Columbus, Ohio 43204.
Last Transferred May 27, 2014, Instrument 201405270009368, Licking County Recorder's Office.

Floodplain: The site is located in Zone X (Area of Minimal Flood Hazard) on FIRM Panel No. 39089C02641 dated 5/2/2007.

Survey Data: All existing permanent and temporary structures are shown on the aerial photograph within this plan. There are no known burial grounds and other areas of archeological significance within and adjacent to the Major Subdivision for a minimum distance of 200 feet. The NWI wetlands, watercourses and waterbodies are included per Ohio GIS data. All naturally occurring water features include at least a minimum 25-foot no-build buffer as measured from the edge of the water feature and are included within dedicated open space or with otherwise be platted as no-build zones. All existing easements are subject to revocation or relocation.

Location, widths and description of proposed easements. All lots shall have 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.

Minimum Lot Frontage: 150'
Building Setbacks: 80' front setback (or at point of 150' lot width), 30' side setback and 30' rear setback.

Utilities: Location of proposed water service is shown on the plan along with probable septic treatment system locations. All new utilities shall be located underground.

(r) A vicinity map at a scale of not less than 2,000 square feet to the inch. This map shall depict all existing subdivisions, roads, road rights of way, tract lines and the nearest existing intersections and thoroughfares. It shall also show the most advantageous connections between roads in the proposed Major Subdivision and those of the neighboring area.

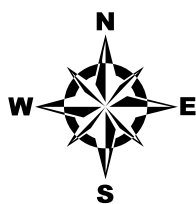
Tree Survey
Existing trees have been monumented with the current aerial photograph. No trees are to be removed from the site from the date of this application and a complete tree survey will be completed for specified development areas after the construction plans are prepared and submitted for review. A Tree Replacement Survey and Landscaping Plan will be submitted prior to construction drawings being approved pursuant to Chapter 1283.

No phasing is being proposed with this development, as the entire site will be engineered and developed together.

PRELIMINARY DEVELOPMENT PLAN
TITLE SHEET

The Meadow at Highlands
10391 Hollow Road SW & 3699 Alward Road SW, Pataskala, Ohio 43062
Parcel No. 631-141936-00.000 | 160 acres

- Legend
- Site Boundaries
 - Pond
 - Road Centerline
 - Residential Lots
 - Dedicated Open Space
 - Road Right-of-Way
 - Common Driveway (14 ft.)
 - Common Driveway (20 ft.)
 - Common Driveway Easements
 - Property Lines

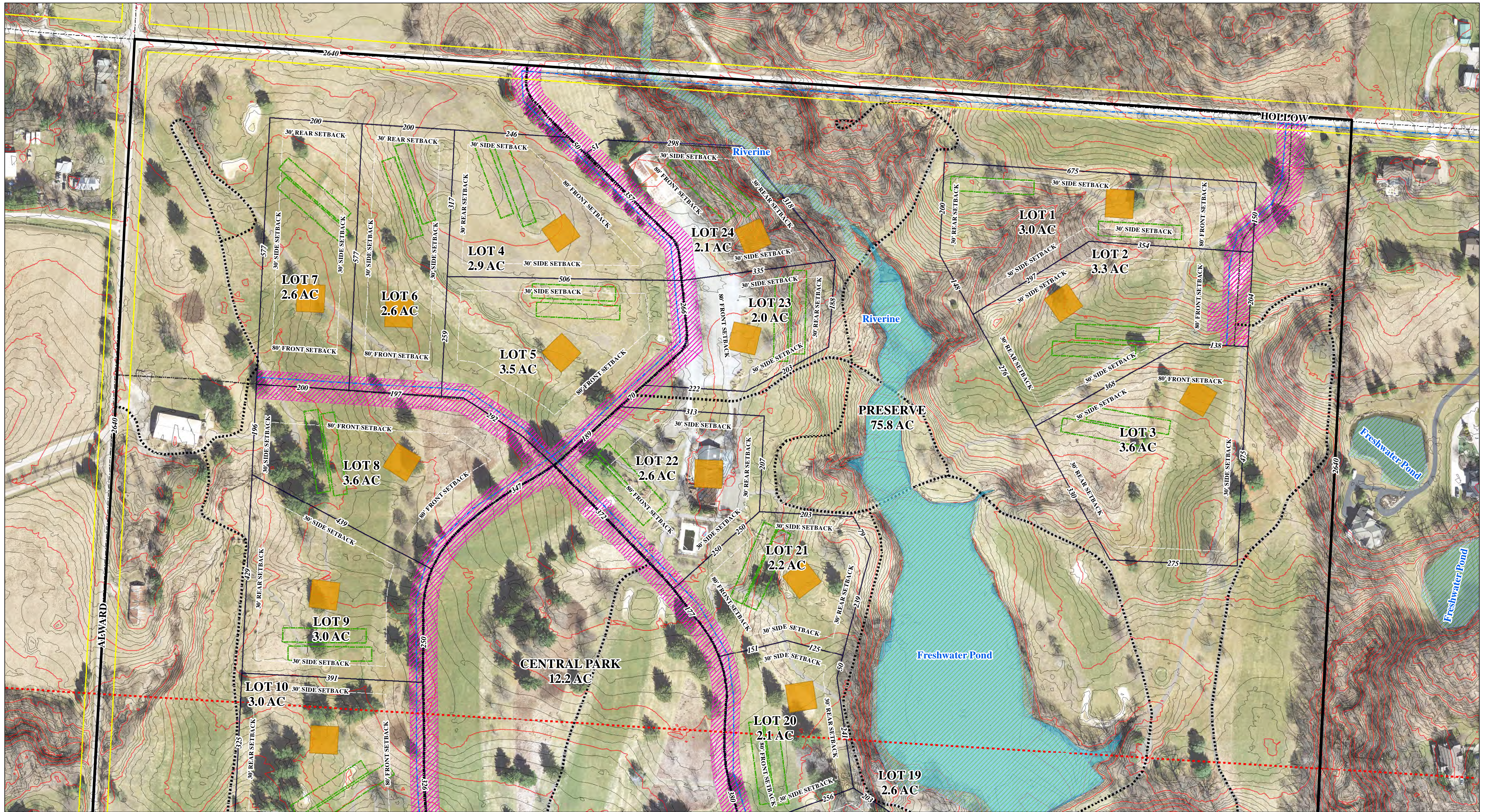


Project Number:
21-145

Prepared by: JOE CLASE, AICP

Date: 11/5/2021

Sheet No. 1



0 50 100 200 300 400 500 600 700 800 900 1,000 Feet

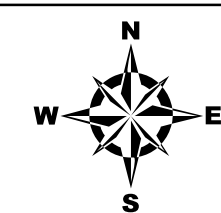
SITE PLAN

PRELIMINARY DEVELOPMENT PLAN NORTH PORTION

The Meadow at Highlands
10391 Hollow Road SW & 3699 Alward Road SW, Pataskala, Ohio 43062
Parcel No. 631-141936-00.000 | 160 acres

Legend

- Site Boundaries
- Proposed Lot Boundaries
- Proposed Buildings
- Matchline
- Possible STS Fields
- NWI Wetlands
- Minimum Setbacks
- Pond
- Road Centerline
- Dimensions
- Proposed Waterline
- Road Right-of-Way
- Common Driveway (14 ft.)
- Common Driveway (20 ft.)
- Conceptual Trail Layout
- Common Driveway Easements



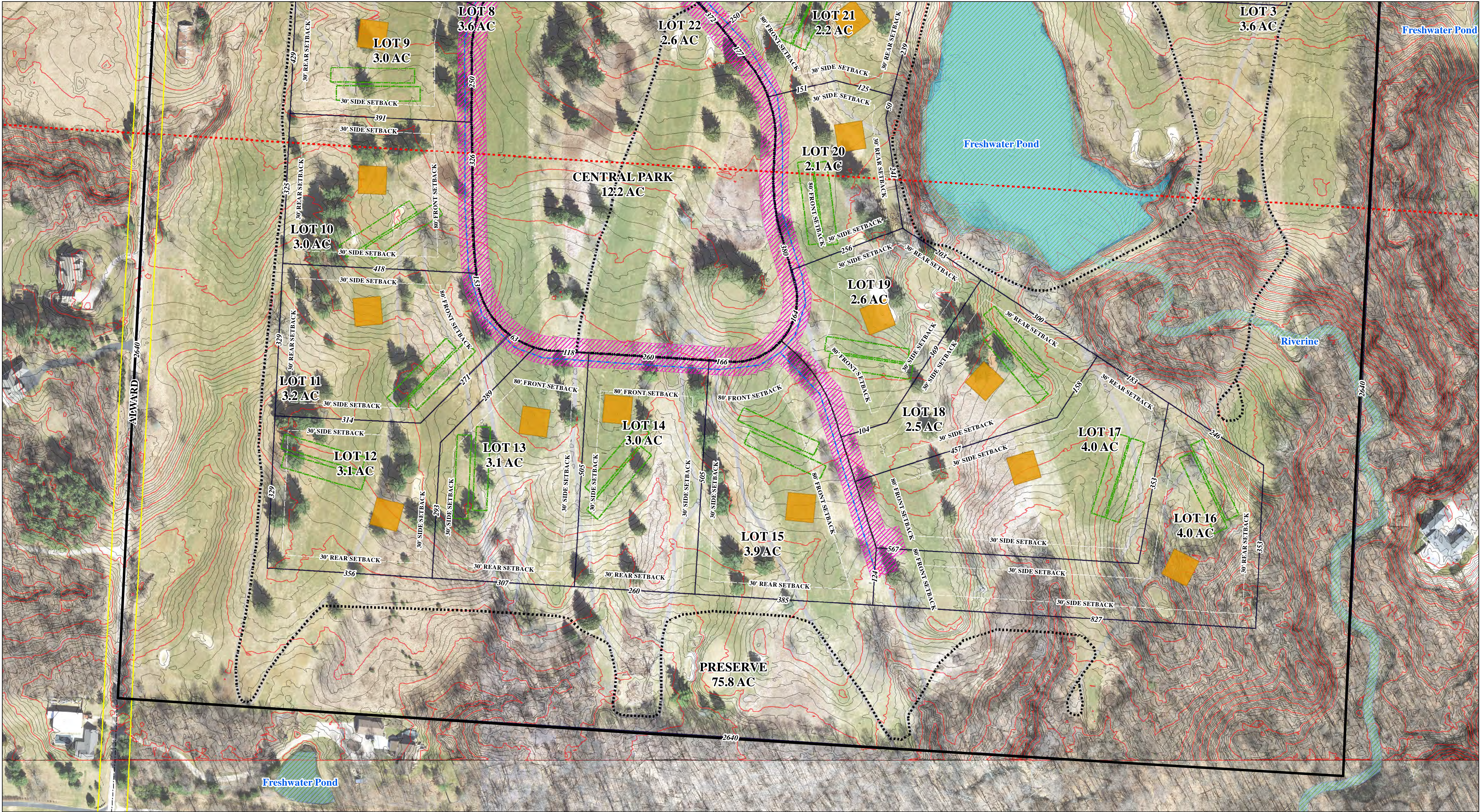
Plan4Land
WWW.PLAN4LAND.NET

Project Number:
21-145

Prepared by: **JOE CLASE, AICP**

Date: **11/5/2021**

Sheet No. 2

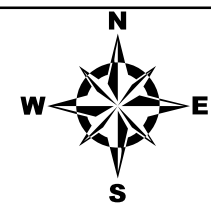


0 50 100 200 300 400 500 600 700 800 900 1,000 Feet

PRELIMINARY DEVELOPMENT PLAN
SOUTH PORTION
The Meadow at Highlands

10391 Hollow Road SW & 3699 Alward Road SW, Pataskala, Ohio 43062
Parcel No. 631-141936-00.000 | 160 acres

Legend		
Site Boundaries	Pond	Common Driveway (14 ft.)
Proposed Lot Boundaries	Road Centerline	Common Driveway (20 ft.)
Proposed Buildings	Dimensions	Conceptual Trail Layout
Matchline	Proposed Waterline	Common Driveway Easements
Possible STS Fields	Road Right-of-Way	
NWI Wetlands		



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Date: **11/5/2021**

Sheet No. 3