



CITY OF PATASKALA PLANNING AND ZONING COMMISSION

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

STAFF REPORT

September 7, 2022

Preliminary Plan Amendment Application PP-22-001

Applicant:	James T. Watkins, P.E.
Owner:	William Fannin Jr.
Location:	Hazelton-Etna Road SW (PIDs: 255-067746-00.000, 255-069066-00.005, 255-069072-00.000)
Acreage:	+/- 127.78-acres
Zoning:	R-15 – Medium-High Density Residential
Request:	Requesting approval of an amendment to a previously approved Preliminary Plan pursuant to Section 1113.14 of the Pataskala Code for “Forest Ridge”, a 254-lot single-family residential subdivision.

Description of the Request:

The Applicant is seeking approval of an amendment to a previously approved Preliminary Development Plan pursuant to Section 1113.14 of the Pataskala Code for the development known as “Forest Ridge”. A 254-lot single-family residential subdivision located at 0 Hazelton-Etna Road (PID 255-067746-00.000, 255-069066-00.005 and 255-069072-00.000), north of the Ravines at Hazelwood and South of Apple Blossom Road SW.

Staff Summary:

The three (3) properties located along Hazelton-Etna Road (SR 310) north of the Ravines of Hazelwood, west of Scenic View Estates, and south of Apple Blossom Road and Beechwood Trails are 128-acres in size overall and are currently zoned R-15 – Medium-High Density Residential. The These properties are currently undeveloped, with the northernmost two (2) parcels being heavily forested and the southernmost parcel partially forested and partially used as agricultural land. Many ravines, streams, and wetlands are within these parcels. The only road frontage is approximately 100-feet along Hazelton-Etna Road.

These properties were annexed into the City of Pataskala from Harrison Township in 2015. A Pre-Annexation agreement was authorized by City Council by Resolution 2015-035 on April 20, 2015 and placed within the City of Pataskala Utility Department’s service area. The property was zoned R-15 – Medium-High Density Residential with the landowners’ intent, per the Pre-Annexation Agreement, for a residential subdivision with approximately 243, more or less, single-family lots developed under the Cluster Housing regulations stipulated in Chapter 1275 of the Pataskala Code.

A Preliminary Development Plan for the 255-lot, single-family residential subdivision, titled “Forest Ridge”, was approved by the Planning and Zoning Commission on May 5, 2021 (PP-21-001). Two conditions of approval were included with that approval, the first, that the Applicant “shall address all comments and questions of the Planning and Zoning Department, City Engineer, Pataskala Utilities, and

the West Licking Joint Fire District”, and the second, that “After all comments and questions have been addressed the Applicant shall submit a mylar copy of the revised Preliminary Plan to the Planning and Zoning Department for signatures and records”.

Following the initial approval, the Property Owner marketed the property for sale. As part of the due diligence for the current interested party, additional preliminary engineering and wetland/stream impact review was done. As a result of this, some changes to the layout were made, necessitating an amendment to the Preliminary Development Plan. In general, this includes the removal of “Cottonwood Court”, shortening of “Redbud Ridge Road”, and the consolidation of northern lots within the proposed Sections 6 and 7. The previously approved plan (PP-21-001) is included for reference. A general summary of the proposed amendment is below. Items which have changed from the original approval in May of 2021 are indicated in red.

Site Statistics

- Total Acreage: 128.1-acres.
- Acreage in Reserve: 50 (39%), (up from 46.24 (36.1%)).
- Acreage within R/W: 18.07 ((14.1%)), (up from 17.25-acres (13.47%)).
- Acreage within Stormwater Infrastructure: 4.75-acres (3.8%), (down from 5.2-acres (4.06%)).

Lot Requirements

- Number of Lots: 254 (down from 255).
- Density: 1.9-lots per acre.
- Proposed Phases: Seven (7) Sections.
- Minimum Lot Dimensions: 70-feet x 125-feet (down from 70-feet x 130-feet)
- Minimum Lot Area: 8,750-square feet (down from 9,100-square feet)

Setbacks

- Front: 30-feet minimum
- Side: 5-feet minimum
- Rear: 30-feet minimum

Roadways

- Entrance: Boulevard entrance with interior landscaped median, “Ruby Road” from Hazelton-Etna Road.
 - Traffic signal to be installed at intersection of proposed “Larkspur Drive” and Hazelton-Etna Road, with a southbound left-turn lane on SR310 into the development.
- Interior roadways: “William Lane, James Way, Fannin Drive, Paloma Lane, Creekside Drive, Waterlily Way, Golden Oak Drive, Deagle Drive, Redbud Ridge Road”. Sidewalks on both sides of streets.

Signage

- One double-sided entryway sign, unknown size, finished in limestone veneer and wood timber within the boulevard median at the entrance to the subdivision.

Landscaping

- A Variance was granted by the Board of Zoning Appeals (Variance Application VA-21-005) on February 9, 2021, to allow the Applicant to submit the Tree Replacement Survey and Landscape Plans in accordance with Chapter 1283 of the Pataskala Code with the Final Plan Application per phase of development.

- Pursuant to the decision of the US Sixth Circuit Court of Appeals (F.P. Development, LLC. V. Charter Township of Canton, Michigan – Nos. 20-1447/1466) and on determination of the City Law Director, the City of Pataskala’s current Tree Replacement ordinances (Chapter 1283.03) are currently unenforceable. As such, tree replacements are no longer required. However, the Landscape Plans will still be required as part of the Final Development Plan submittal.
- Some entryway landscaping is provided, with alternating evergreen and deciduous trees along both sides of the boulevard entrance, with smaller ground cover plants along the frontage.
- A note is included stating Street Trees shall be placed at one (1) for every 30-feet.

Staff Review:

The following review does not constitute recommendations but merely conclusions and suggestions based on the summary.

A full list of Planning and Zoning Staff comments is attached to this Staff Report.

This proposed subdivision shall be subject to the new Residential Appearance Standards in Chapter 1296 of the Pataskala Code (Ordinance 2019-4355).

Pursuant to the Pre-Annexation Agreement (Resolution 2015-035) the number of lots within the proposed subdivision shall be “243, more or less”. During review of the previously approved Preliminary Plan (PP-21-001), The City’s Law Director’s opinion is that the 255 lots which were proposed, which is about a 5% increase, would fall within that “more or less” distinction. The Amended Preliminary Plan provides for 254 lots, which is one (1) less than previously approved.

A Variance will be required from Section 1117.07 of the Pataskala Code for having an intersection that does not meet the horizontal alignment standards for subdivisions, specifically, the intersection of Deagle Drive and Ruby Road. This may be addressed during the Construction Plan review of Section 5, and will need to be approved prior to the Final Plan for this Section.

As mentioned in the Staff Summary, the Applicant was granted a Variance (VA-21-005 approved February 9, 2021) by the Board of Zoning Appeals for the final Tree Replacement and Landscaping Plans to be delayed until the Final Plan Application stage of the process. However, also mentioned was that the City’s current Tree Replacement Ordinances (Section 1283.03) are unenforceable, so the need for the Tree Replacement is essentially nullified. Staff will still need to see a proposed Landscaping Plan with Street Trees, and other landscaping, with the Final Development Plans for each phase.

Should this Preliminary Plan application be approved, the next step would be the Construction Plans, which are done per phase of development and are approved administratively. Once the Construction Plans are approved, the next step would be the Final Plan Application (with Landscaping Plan) which is done per phase which will return to the Planning and Zoning Commission for final approval. If the Final Plan Application is approved, the developer may begin construction of public improvements.

Public Service Director

1. Access management
 - a. At the behest of the City, and in large part due to the geometry at the access point, the developer has agreed to install a traffic signal at the entrance to this project.
2. Layout
 - a. The developer has worked with the City to address traffic flow within the development to allow multiple access points to nearly all lots within the development. In working out these compromises, there is an instance or two where the roadway radius at intersections were not able to be met. While these variance(s) will be needed, they are not believed to be a problem.

City Engineer

- a. Consideration should be given for Fannin Drive to be revised to a 33' typical for potential future secondary access.
- b. Streets shall remain at the angle of intersection for a minimum of at least 100 feet beyond the point of intersection per 1117.10. (This requirement needs confirmed at Ruby Rd & Deagle Dr, Ruby Rd & Redbud Ridge Rd, & at Creekside Dr & Redbud Ridge Dr.)
- c. The intersections of Ruby Rd and Waterlily Way & Ruby Rd and Fannin Dr must have a minimum spacing of 200' per 1117.10.
- d. Recommend the Storm Sewer Trunk Line remain in the Right of Way and not at the rear property line.

Surrounding Area:

Direction	Zoning	Land Use
North	AG – Agricultural (Harrison Twp) R – 15 (Harrison Twp) B-1 Business (Harrison Twp)	Single-Family Homes
East	PDD – Planned Development District	Scenic View Estates
South	R-15 – Medium-High Density Residential	Ravines at Hazelwood
West	AG – Agricultural AG – Agricultural (Harrison Twp)	Single-Family Homes Agricultural

Preliminary Development Plan Approval:

According to Section 1113.11 of the Pataskala Code, the Planning and Zoning Commission shall determine whether a Preliminary Development Plan is approved, approved with conditions, or disapproved. Approval of a Preliminary Development Plan shall be based upon compliance with applicable regulations and input from city departments and other applicable departments and agencies.

Department and Agency Review

- Zoning Inspector – No Comments .
- City Engineer – See Attached.
- Pataskala Utilities – No comments.
- Public Service – See Attached.
- Police Department – No Comments.
- West Licking Joint Fire District – No comments.
- Southwest Licking Schools – No comments.

Conditions:

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

1. The applicant shall address all comments and questions of the Planning and Zoning Department, City Engineer, and Public Service Director.
2. After all comments and questions have been addressed the Applicant shall submit a mylar copy of the revised Preliminary Plan to the Planning and Zoning Department for signatures and records.

Resolution:

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

"I move to approve an Amendment to a Preliminary Development Plan for Application PP-22-001 pursuant to Section 1113.14 of the Pataskala Code. ("with the following conditions" if conditions are to be placed on the approval)."



CITY OF PATASKALA PLANNING & ZONING DEPARTMENT

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

PP-22-001 “Forest Ridge” Staff Review

September 7, 2022

Page 1:

- In the title, add “Amended” to that it reads “Amended Preliminary Plan...”.
- On the location map, remove the “Lima” township identifier.
- Site Statistics Table:
 - Provide total acreage within areas to be dedicated right-of-way.
 - Provide total acreage dedicated to stormwater facilities.
- Setbacks:
 - Front setback is listed as “30’ (25’ min.)”. Which one will it be? Will you use both? Which lots will have which minimum setback?
- Notes:
 - Note A: Lists reserves “A” through “K”, but the plans only show reserves “A” through “H”, with “I” being the island within the boulevard. Where are reserves “J” and “K”?
 - Note P: Height of proposed fence?
 - Note “J”: Modify this to say “As approved by Variance VA-21-005, the Tree Survey and Replacement Plan shall be submitted with the Final Development Plan, per phase of development. However, pursuant to *F.P. Development, LLC. V. Charter Township of Canton, Michigan*, Case No. 20-1447/1466, which was decided since VA-21-005 was granted, the Tree Survey and Replacement Plan now can be submitted at the Applicant’s sole discretion”.
 - Add an extra note to encompass street trees spaces at every 30’.
 - We will need to see Street Trees, other landscaping, in the Final Development Plan.
 - Add note “Variance required from Section 1117.07 of the Pataskala Code for Horizontal Alignment of intersection at Ruby Road and Deagle Drive”.

Page 2:

- 1113.06(n): “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”.
 - Appears to be only done for corner lots, other lots need width at the building line to be shown.
 - There are multiple lots on curved streets with only the width at the R/W shown, and that dimension being less than the proposed minimum lot width. Please indicate width at building line to confirm compliance with proposed minimums.
- Change page title “Preliminary Engineering Plan” to “Preliminary Development Plan” to avoid confusion with the eventual engineering plans that will be done.
- Streets
 - “William Lane” is similar to “Williams Street”, which already exists in the County.
 - “James Lane” is too similar to the multiple “James Street, Road, Drives” already existing in the county.
 - T – Turn around will be required at the end of Waterlily Way until such time that the street is extended. Lot 19, and potentially Lot 20 would be unbuildable until that time.
- Wetlands:
 - Show wetland buffer location for post wetland impact areas.

- Wetland in Reserve “E”, south of Lot 200 is missing the 25-foot buffer.
- Wetland buffer in Reserve “E” encroaches quite a bit into Lot 212, may be difficult to site a house here.
- Wetland buffer in Reserve “F” encroaches into front yard of Lot 35, make sure there is enough room to fit the driveway in there, would have to be on west side of lot.

Page 3:

- 1113.06(n): “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”.
 - Appears to be only done for corner lots, other lots need width at the building line to be shown.
 - There are multiple lots on curved streets with only the width at the R/W shown, and that dimension being less than the proposed minimum lot width. Please indicate width at building line to confirm compliance with proposed minimums.
- Change page title “Preliminary Engineering Plan” to “Preliminary Development Plan” to avoid confusion with the eventual engineering plans that will be done.
- Wetlands:
 - Two wetland areas in north of Reserve “G” are missing the 25-foot wetland buffers.

Page 5:

- CBUs:
 - Has the Post Office approved these locations? Will need letter of approval from the Post Office prior to approval of any Final Development Plans.
- Signage:
 - Need to see square footage and height of proposed signage.
- Lot Table:
 - Use acreages instead of square feet.

Declaration of Covenants:

- Item 8.16: States “at a ratio of 1 tree per 40’ on center” code requires 1 tree per 30’. Correct on the plans, however, revise Covenants to reflect correct information from plans.
- Item 8.17: The post office is going to require the use of Cluster-Box Units so you will want to reflect that in the covenants.
- Item 8.17: When using streetlights, yard lights and lamp posts are not required.
- Reference the Residential Appearance Standards of Chapter 1296.

From: [Alan Haines](#)
To: [Jack Kuntzman](#)
Subject: RE: Pataskala PZC Review Memo for 09-07-2022
Date: Wednesday, August 31, 2022 10:30:11 AM

Jack,

My comments are as follows:

1. PM-22-001
 - a. Access Management
 - i. In general, finalize, optimize and reduce the number and location of access points on Etna Parkway/
 - ii. Access points should line up with opposing drives as much as feasible.
 1. Prefer southern access to align with proposed private road on west side of Etna Parkway
 - iii. Addition of proposed future access points will likely necessitate the closing of a current proposed access point.
 - iv. 3 access points not preferred, current or future, especially 2 that are only 600' apart. Preferred maximum of 2 access points on Etna Parkway, with absolute future maximum of 3 access points.
 - v. No access to Mill St, other than emergency.
 - vi. Proposed cross access easement shall run from the right-of-way all the way to the property line where it is providing access.
 - vii. Access Management improvements on Etna Parkway are anticipated, and shall be coordinated with the Public Service Director and City Engineer once access points to the facilities has been finalized. Access management improvements shall be included and reviewed during construction plan review.
2. PP-22-001
 - a. Access management
 - i. At the behest of the City, and in large part due to the geometry at the access point, the developer has agreed to install a traffic signal at the entrance to this project.
 - b. Layout
 - i. The developer has worked with the City to address traffic flow within the development to allow multiple access points to nearly all lots within the development. In working out these compromises, there is an instance or two where the roadway radius at intersections were not able to be met. While these variance(s) will be needed, they are not believed to be a problem.
3. PP-22-00
 - a. No comment at this time.
4. ZON-22-003
 - a. No comment
5. ZON-22-004
 - a. Access to the property shall remain as the existing cross access from the property to the south. An additional drive on SR 310 to access this property will not be considered.

Let me know if questions.

Regards,

From: [Scott Haines](#)
To: [Jack Kuntzman](#)
Subject: RE: Pataskala PZC Review Memo for 09-07-2022
Date: Monday, August 29, 2022 4:27:38 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

Verdantas has reviewed the PZC Applications and offer the following comments:

1. **PP-22-001**
 - a. Consideration should be given for Fannin Drive to be revise to a 33' typical for potential future secondary access.
 - b. Streets shall remain at the angle of intersection for a minimum of at least 100 feet beyond the point of intersection per 1117.10. (This requirement needs confirmed at Ruby Rd & Deagle Dr, Ruby Rd & Redbud Ridge Rd, & at Creekside Dr & Redbud Ridge Dr.)
 - c. The intersections of Ruby Rd and Waterlily Way & Ruby Rd and Fannin Dr must have a minimum spacing of 200' per 1117.10.
 - d. Recommend the Storm Sewer Trunk Line remain in the Right of Way and not at the rear property line.
2. **PP-22-002**
 - a. No engineering related comments at this time
3. **ZON-22-003**
 - a. No engineering related comments at this time
4. **ZON-22-004**
 - a. No engineering related comments at this time

Thank You

Scott R. Haines, PE, CPESC
Senior Project Manager
O. 740.344.5451 | D. 740.224.0839
1555 W. Main Street, Newark, Ohio 43055

From: Jack Kuntzman <jkuntzman@ci.pataskala.oh.us>
Sent: Wednesday, August 10, 2022 2:57 PM
To: Felix Dellibovi <fdellibovi@ci.pataskala.oh.us>; Jim Roberts <jroberts@hullinc.com>; Scott Haines <shaines@hullinc.com>; Chris Sharrock <csharrock@ci.pataskala.oh.us>; Bruce Brooks <bbrooks@pataskalapolice.net>; Doug White <DWhite@westlickingfire.org>; kperkins@laca.org; Kevin Miller <kevin.miller@lhschools.org>; laitken@lhschools.org; Alan Haines <ahaines@ci.pataskala.oh.us>; 'Chris Gilcher' <cgilcher@swlcws.com>; Miller, Ben <bmillier@structurepoint.com>; Goodwin, Shawn <SGoodwin@structurepoint.com>



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		Staff Use
Address: <u>SR 310</u> <u>255-069072-00</u>		Application Number:
Parcel Number: <u>255-067746-0</u> / <u>255-069066-00</u>		Fee:
Zoning: <u>R-15 / Cluster Overlay</u>	Acres: <u>128 acres</u>	Filing Date:
Water Supply: <input checked="" type="checkbox"/> City of Pataskala <input type="checkbox"/> South West Licking <input type="checkbox"/> On Site		Hearing Date:
Wastewater Treatment: <input checked="" type="checkbox"/> City of Pataskala <input type="checkbox"/> South West Licking <input type="checkbox"/> On Site		

Applicant Information		Documents	
Name: <u>James T. Watkins, P.E.</u>		<input type="checkbox"/> Application	
Address: <u>83 SULL AVE</u>		<input type="checkbox"/> Fee	
City: <u>Gahanna</u>	State: <u>OH</u>	Zip: <u>43230</u>	<input type="checkbox"/> Preliminary Plan
Phone: <u>614-414-7979</u>	Email: <u>jim@watconeng.com</u>	<input type="checkbox"/> Supplementary Info	
		<input type="checkbox"/> Deed	
		<input type="checkbox"/> Area Map	

Owner Information	
Name: <u>William Fannin Jr</u>	
Address: <u>8471 Olinda Way</u>	
City: <u>Fort Myers</u>	State: <u>Florida</u> Zip: <u>33912</u>
Phone: <u>239-745-5462</u>	Email: <u>William.FanninJr@gmail.com</u>

Preliminary Plan Information
Describe the Project: <u>The Forest Ridge subdivision is a new 254 single family development located immediately east of S.R 310 and immediately north of the existing subdivision named The Ravines at Hazelwood. This is an amendment to the previously plan for Forest Ridge (PP-21-001)</u>

Documents to Submit

Preliminary Plan Application: Submit one copy of the preliminary plan application.

Preliminary Plan: Submit 10 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 10 copies of a site plan to scale of the subject property indicating the following:

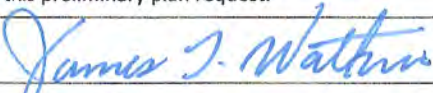
- a) Statement of proposed use of all lots, giving types number of dwelling units and any type of business or industry.
- b) Location and approximate dimensions of all existing buildings.
- c) For commercial and industrial development, the location, dimensions, approximate grade of proposed parking and 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.

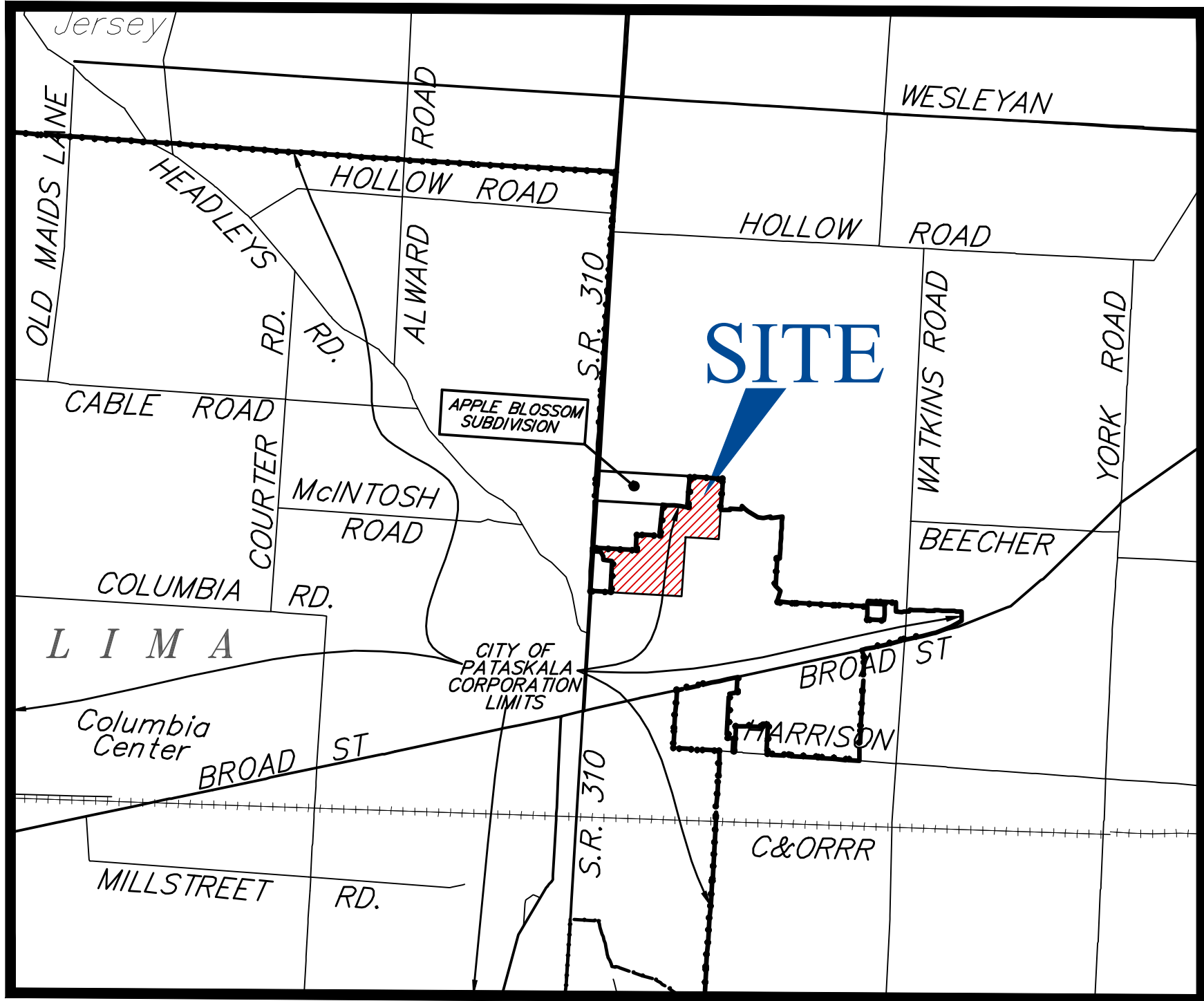
Area Map: Submit 10 copies of an area map from the Licking County Engineer's office showing the area encompassed by the address list. Area maps can be obtained at www.lcounty.com/taxparcelviewer/default.

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:	8/5/2022
Owner:	William Fannin, Jr.	Date:	08/05/2022 11:10 AM EDT

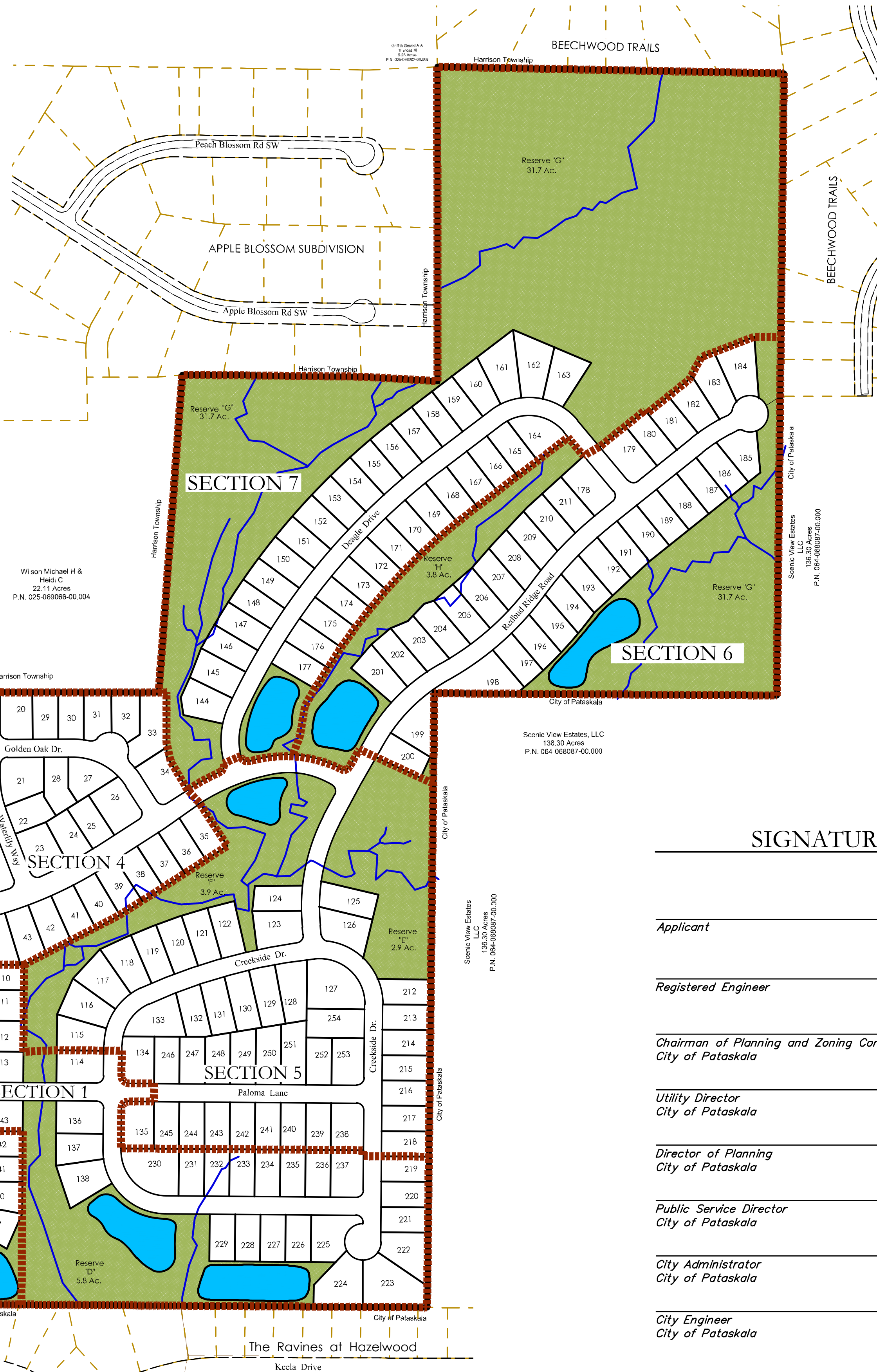
PROPOSED AMENDED PLAN



LOCATION MAP
NO SCALE

PRELIMINARY PLAN FOR Forest Ridge CITY OF PATASKALA

LOCATED IN:
QUARTER TOWNSHIP 2, TOWNSHIP 1, RANGE 14
UNITED STATES MILITARY LANDS
TOWNSHIP OF HARRISON, COUNTY OF LICKING, STATE OF OHIO



PHASING

SECTION 1 – 54 LOTS
SECTION 2 – 33 LOTS
SECTION 3 – 22 LOTS
SECTION 4 – 32 LOTS
SECTION 5 – 45 LOTS
SECTION 6 – 34 LOTS
SECTION 7 – 34 LOTS

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Page 5	-----	ENTRY FEATURE, LANDSCAPING PLAN CLUSTER MAILBOX PLAN

SITE STATISTICS

TOTAL ACREAGE:	128.1 ACRES
# OF LOTS PERMITTED:	243, more or less
# OF LOTS PROVIDED:	254
GROSS DENSITY:	1.9 LOT/ACRE
ZONING CLASSIFICATION:	R-15 (Cluster)
50' RIGHT-OF-WAY:	12,790 L.F.
60' RIGHT-OF-WAY:	2,460 L.F.
OPEN SPACE PROVIDED:	50 AC.±
MINIMUM LOT SIZE:	70' x 125' (8,750 S.F)

FRONT:	30' (25' Min.)
SETBACKS: SIDE:	5'
REAR:	30'

NOTES

NOTE "A": Reserve "A" through "K" as designated and delineated hereon, shall be owned and maintained by the Forest Ridge subdivision for the purpose of passive open space, and for the construction, operation, maintenance and repair of the retention pond, storm sewers, drainage, ditches, swales and all underground drainage from all lots and adjacent lands.

NOTE "B": The Reserve "I" is an island located within the right of way of Ruby Road shall be maintained by the Forest Ridge Homeowners Association.

NOTE "C": All of Forest Ridge Sections 1-5 is in the Flood Hazard Zone X as shown on the Federal Emergency Management Agency Flood Insurance Rate Map, 39089C029J, effective date 03/16/2015.

NOTE "D": "No Parking" signs shall be posted on the same side of the streets as the fire hydrants for roadways 33' in width or less.

NOTE "E": Each lot is for one single family dwelling unit.

NOTE "F": A new traffic light shall be constructed at the 1st Section of development at the intersection of S.R 310 and Ruby Road. Accordingly, an emergency access wont be needed.

NOTE "G": All contours here are shown in two foot intervals.

NOTE "H": The proposed house location shall be constructed in the area of lot exclusive of the front, side and rear setbacks.

NOTE "I": Street lights shall also be provided within the right of way of New Public Roads staggered at an approximate spacing of 200 feet as shown on the plan. Light fixture to be installed shall be the City of Pataskala Colonial Style Fixture.

NOTE "J": Tree replacement or fee in lieu of tree replacement per Chapter 1283 is not required or is not applicable to the Forest Ridge Subdivision. In addition, the street trees are required at one for every 30' of street frontage and of appropriate type per Section 1283.05. The street tree plan will be incorporated into the landscape plan.

Note "K": Utilities to be installed shall be underground, the City prefers front yard stormsewers.

Note "L": Developed under Cluster Housing regulations pursuant to Chapter 1275 of the Pataskala.

Note "M": Proposed Use: Single Family Residential.
1,300 S.F with 600 S.F basement
1,450 S.F without a basement

Note "N": Sidewalks to be provided on both sides of the street.

Note "O": This proposed subdivision shall be subject to the Residential Appearance Standards in Chapter 1296 of the Pataskala Code (Ordinance 2019-4355).

Note "P": A 3 board split rail fence shall be installed at the rear of Lots 1 through 19 to serve as a visual barrier to the adjacent Township property. The fence plan will be incorporated into the landscape plan.

SIGNATURE BLOCK

Applicant	Date
Registered Engineer	Date
Chairman of Planning and Zoning Commission City of Pataskala	Date
Utility Director City of Pataskala	Date
Director of Planning City of Pataskala	Date
Public Service Director City of Pataskala	Date
City Administrator City of Pataskala	Date
City Engineer City of Pataskala	Date

ENGINEER/PLANNER

OWNER/DEVELOPER:

Prepared By:
WATCON
CONSULTING ENGINEERS
& SURVEYORS
83 Shull Avenue
Gahanna, Ohio 43230
Ph. (614) 414-7979

Attn: William Fannin Jr
8471 Olinda Way #3702
Fort Myers, Florida
Phone: (239) 745-5492
Email: williamfanninjr@gmail.com

Original Approval Date: May 12, 2021
Revised Date: August 5th, 2022

PRELIMINARY ENGINEERING PLAN
FOR
Forest Ridge

LOCATED IN:
QUARTER TOWNSHIP 2, TOWNSHIP 1, RANGE 14
UNITED STATES MILITARY LANDS
TOWNSHIP OF HARRISON, COUNTY OF LICKING, STATE OF OHIO

Wilson Michael H &
Heidi C
22.11 Acres
P.N. 025-069066-00.004

Gero Edward W &
Nancy S
13.24 Acres
P.N. 025-067746-02.000

Reserve "I"
0.04 Ac.

Reserve "A"
0.6 Ac.

Harrison Township

Shain David S &
Kay R
3.11 Acres
P.N. 025-067746-01.000

Hicks Carolyn E
5.97 Acres
P.N. 025-079170-00.000

Bogges Marsha
Ann
4.29 Acres
P.N. 025-070356-00.000

Harrison Township
City of Pataskala

Open Space

City of Pataskala
RAVINES AT HAZELWOOD SUBDIVISION

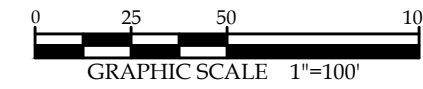
City of Pataskala

Scenic View Estates
LLC
136.30 Acres
P.N. 064-068087-00.000

City of Pataskala

Original Approval Date: May 12, 2021
Revised Date: August 5th, 2022

2
5



LEGEND

- STORM SEWER ————
SANITARY SEWER ————
WATER LINE ————
EX. STORM SEWER ————
EX. SAN. SEWER ————
EX. WATER LINE ————
WETLAND DELINEATION ————
TOTAL WETLAND IMPACT ———— = +/- 0.86 AC.
TOTAL STREAM IMPACT ———— = +/- 2,005 L.F.
30' BUILDING LINE ————
20' SAN ESMT ————
WETLANDS 25' BUFFER ————
(During Final Engineering Stage the City will approve administratively a practical reduction to the wetland buffer.)
WETLAND BUFFER NOTE: Buffer areas shall forever be restricted from development with buildings, structures, and uses and the natural state of said zone shall remain undisturbed except for as part of the development's infrastructure at the time of initial construction.
STREET LIGHT ————

ENGINEER/PLANNER

Prepared By: **WATCON**
CONSULTING ENGINEERS
& SURVEYORS
83 Shull Avenue
Gahanna, Ohio 43230
Ph. (614) 414-7979

OWNER/DEVELOPER:

Attn: William Fannin Jr
8471 Olinda Way #3702
Fort Myers, Florida
Phone: (239) 745-5492
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PRELIMINARY ENGINEERING PLAN
FOR
Forest Ridge

LOCATED IN:
QUARTER TOWNSHIP 2, TOWNSHIP 1, RANGE 14
UNITED STATES MILITARY LANDS
TOWNSHIP OF HARRISON, COUNTY OF LICKING, STATE OF OHIO

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13.24 Acres
P.N. 025-067746-02.000

Wilson Michael H &
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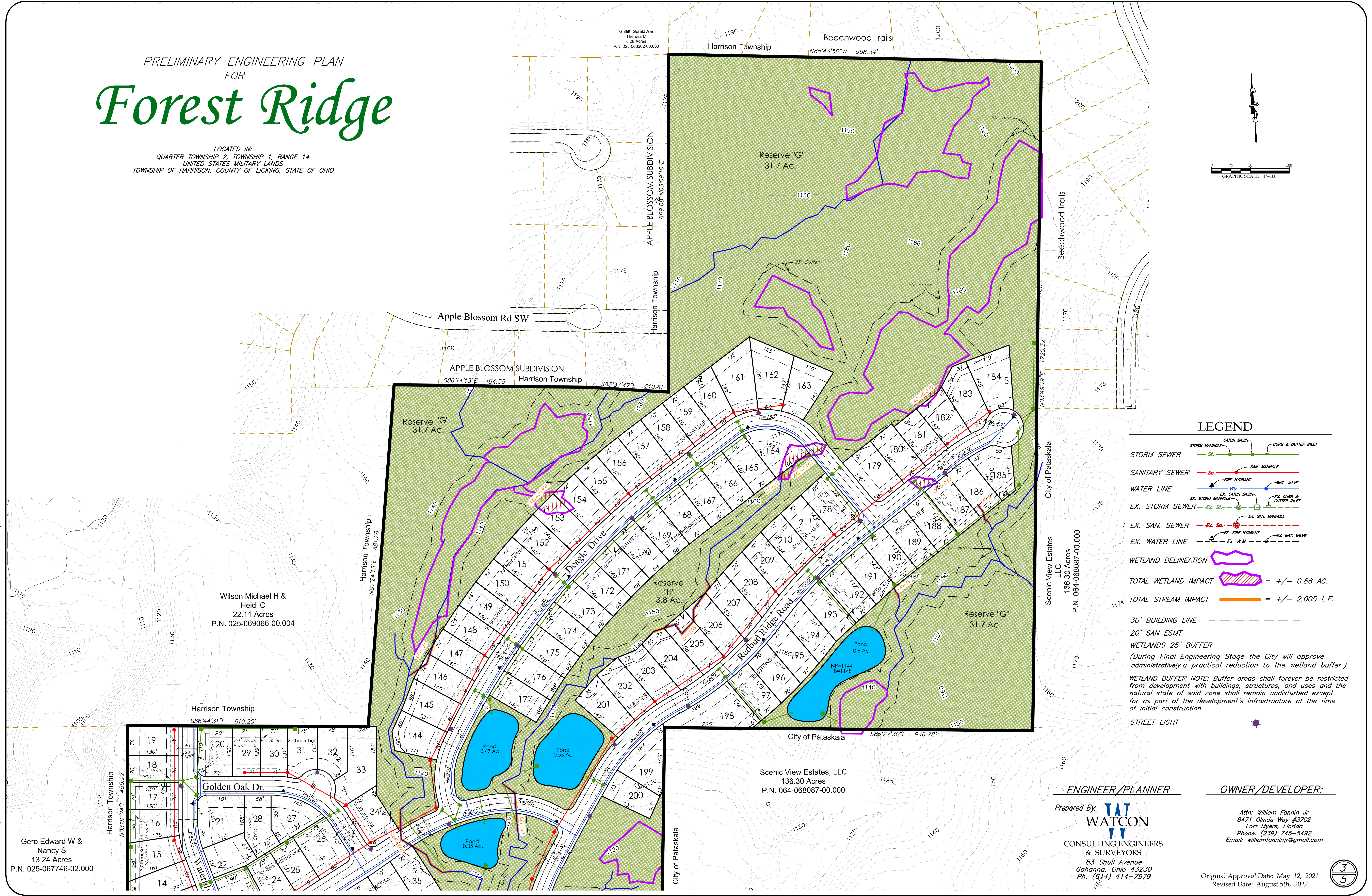
Griffith Gerald A &
Theresa M
5.28 Acres
P.N. 025-068087-00.008

Scenic View Estates, LLC
136.30 Acres
P.N. 064-068087-00.000

ENGINEER/PLANNER
Prepared By:
WATCON
CONSULTING ENGINEERS
& SURVEYORS
83 Shull Avenue
Gahanna, Ohio 43230
Ph. (614) 414-7979

OWNER/DEVELOPER:
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LEGEND

STORM SEWER: SL (green line with dots), Catch Basin, CURB & GUTTER INLET

SANITARY SEWER: Sa (red line with dots), SAN. MANHOLE

WATER LINE: W (blue line with dots), FIRE HYDRANT, WAT. VALVE

EX. STORM SEWER: Ex. SL (green dashed line with dots), EX. CATCH BASIN, EX. CURB & GUTTER INLET

EX. SAN. SEWER: Ex. Sa (red dashed line with dots), EX. SAN. MANHOLE

EX. WATER LINE: Ex. W (blue dashed line with dots), EX. FIRE HYDRANT, EX. WAT. VALVE

WETLAND DELINEATION: (purple outline)

TOTAL WETLAND IMPACT: (purple hatched area) = +/- 0.86 AC.

TOTAL STREAM IMPACT: (orange line) = +/- 2,005 L.F.

30' BUILDING LINE: ---

20' SAN ESMT: ---

WETLANDS 25' BUFFER: ---

(During Final Engineering Stage the City will approve administratively a practical reduction to the wetland buffer.)

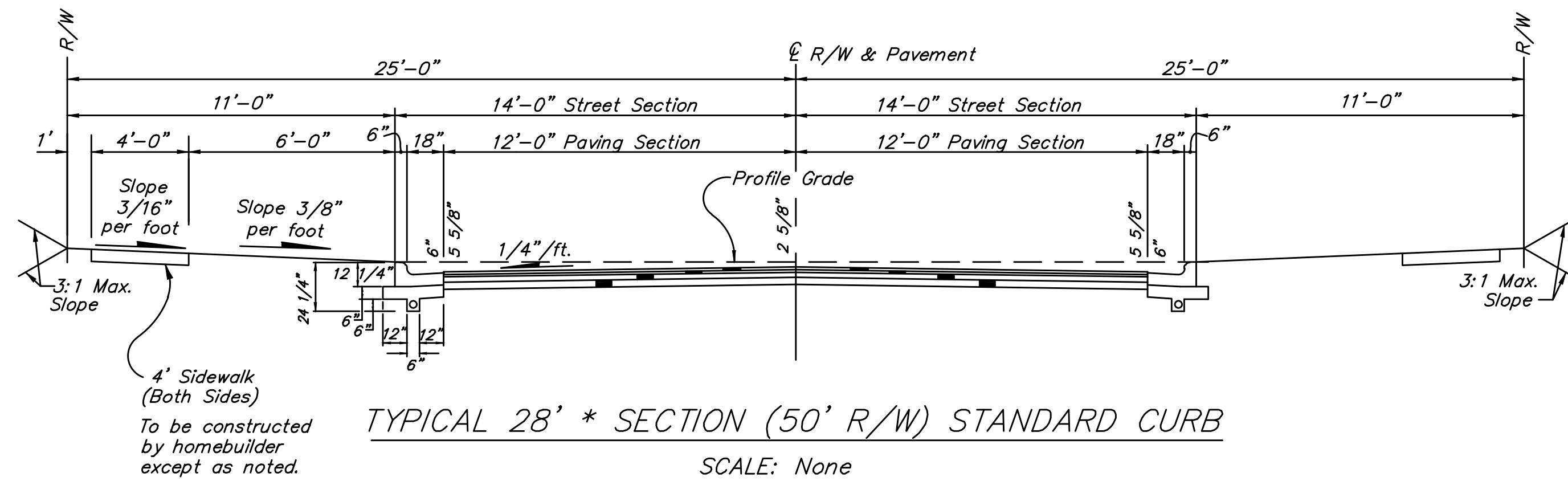
WETLAND BUFFER NOTE: Buffer areas shall forever be restricted from development with buildings, structures, and uses and the natural state of said zone shall remain undisturbed except for as part of the development's infrastructure at the time of initial construction.

STREET LIGHT: (star symbol)

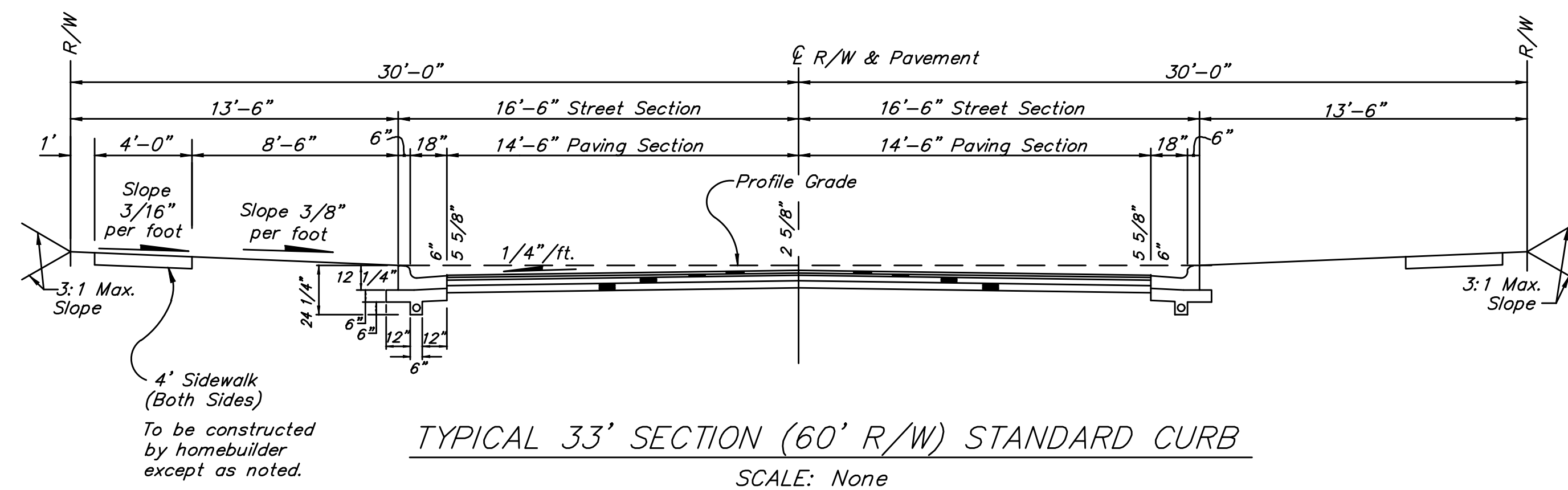
TYPICAL SECTIONS AND LOT ACREAGE PLAN
FOR

Forest Ridge

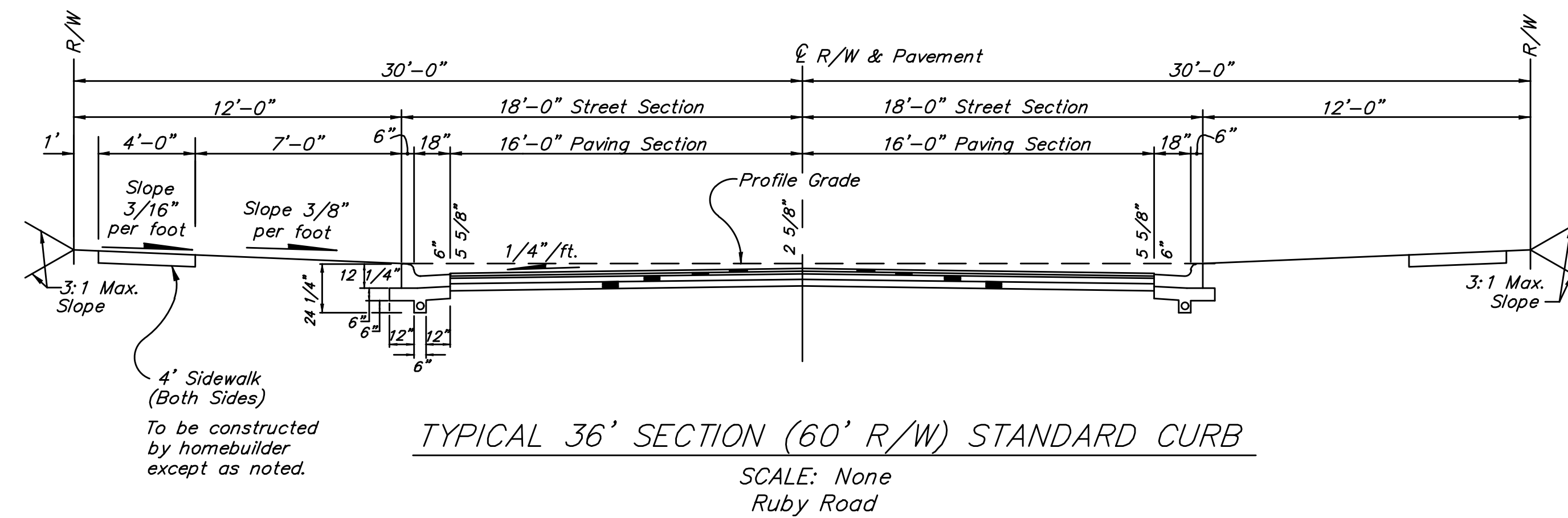
LOCATED IN:
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TOWNSHIP OF HARRISON, COUNTY OF LICKING, STATE OF OHIO



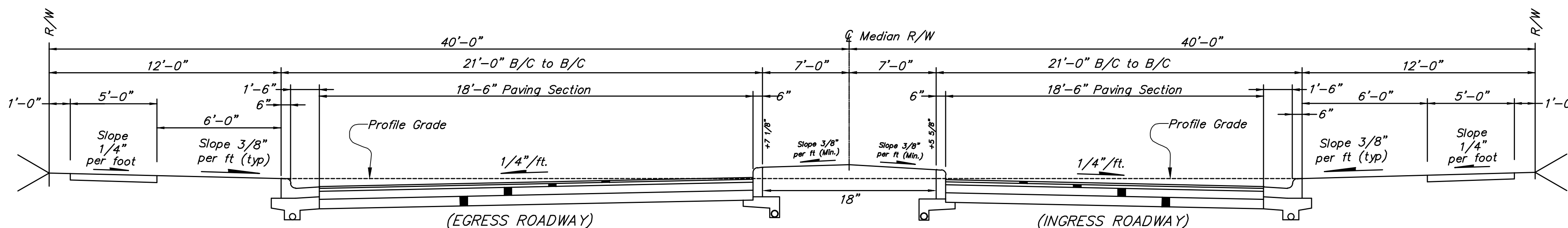
Ruby Road, William Lane, Fannin Drive, James Way, Paloma Lane, Creekside Drive, Golden Oak Court, Golden Oak Drive, Redbud Ridge Road, Deagle Drive, Waterlily Way, and Cottonwood Court.



Ruby Road and
Fannin Drive



Ruby Road



Parcel Table		Parcel Table		Parcel Table		Parcel Table		Parcel Table	
Lot #	Area	Lot #	Area	Lot #	Area	Lot #	Area	Lot #	Area
1	10,788.03 SQ. FT.	44	12,740.15 SQ. FT.	87	9,100.00 SQ. FT.	130	11,196.08 SQ. FT.	216	9,248.10 SQ. FT.
2	9,911.45 SQ. FT.	45	11,877.58 SQ. FT.	88	11,614.16 SQ. FT.	131	10,643.53 SQ. FT.	217	9,227.45 SQ. FT.
3	9,938.01 SQ. FT.	46	10,633.93 SQ. FT.	89	11,614.16 SQ. FT.	132	9,631.90 SQ. FT.	218	9,206.81 SQ. FT.
4	9,964.58 SQ. FT.	47	11,594.63 SQ. FT.	90	9,100.00 SQ. FT.	133	13,970.02 SQ. FT.	219	9,175.76 SQ. FT.
5	9,991.15 SQ. FT.	48	11,583.13 SQ. FT.	91	9,100.00 SQ. FT.	134	11,594.26 SQ. FT.	220	9,165.51 SQ. FT.
6	10,017.72 SQ. FT.	49	10,372.42 SQ. FT.	92	9,100.00 SQ. FT.	135	11,614.16 SQ. FT.	221	9,144.87 SQ. FT.
7	10,044.29 SQ. FT.	50	11,583.13 SQ. FT.	93	9,100.00 SQ. FT.	136	11,614.16 SQ. FT.	222	13,682.08 SQ. FT.
8	10,070.86 SQ. FT.	51	11,583.13 SQ. FT.	94	9,100.00 SQ. FT.	137	10,368.49 SQ. FT.	223	20,134.40 SQ. FT.
9	10,134.82 SQ. FT.	52	9,776.66 SQ. FT.	95	9,100.00 SQ. FT.	138	12,677.92 SQ. FT.	224	15,980.59 SQ. FT.
10	10,010.55 SQ. FT.	53	11,618.37 SQ. FT.	96	9,100.00 SQ. FT.	139	10,589.79 SQ. FT.	225	13,498.74 SQ. FT.
11	9,551.34 SQ. FT.	54	9,100.67 SQ. FT.	97	9,100.00 SQ. FT.	140	9,991.37 SQ. FT.	226	9,100.00 SQ. FT.
12	9,265.84 SQ. FT.	55	9,099.05 SQ. FT.	98	9,100.00 SQ. FT.	141	9,100.00 SQ. FT.	227	9,100.00 SQ. FT.
13	12,956.69 SQ. FT.	56	9,097.42 SQ. FT.	99	9,226.13 SQ. FT.	142	9,100.00 SQ. FT.	228	9,100.00 SQ. FT.
14	11,388.56 SQ. FT.	57	9,095.80 SQ. FT.	100	9,555.58 SQ. FT.	143	10,964.16 SQ. FT.	229	9,100.00 SQ. FT.
15	11,646.94 SQ. FT.	58	9,094.18 SQ. FT.	101	17,446.85 SQ. FT.	144	11,393.80 SQ. FT.	230	17,446.85 SQ. FT.
16	9,978.95 SQ. FT.	59	9,092.55 SQ. FT.	102	9,100.00 SQ. FT.	145	11,364.55 SQ. FT.	231	9,100.00 SQ. FT.
17	9,100.60 SQ. FT.	60	9,090.93 SQ. FT.	103	9,100.00 SQ. FT.	146	10,009.06 SQ. FT.	232	9,100.00 SQ. FT.
18	9,101.64 SQ. FT.	61	9,089.30 SQ. FT.	104	9,100.00 SQ. FT.	147	10,009.06 SQ. FT.	233	9,100.00 SQ. FT.
19	9,888.95 SQ. FT.	62	9,087.68 SQ. FT.	105	8,925.00 SQ. FT.	148	10,009.06 SQ. FT.	234	9,100.00 SQ. FT.
20	11,590.26 SQ. FT.	63	11,595.93 SQ. FT.	106	8,750.00 SQ. FT.	149	10,009.06 SQ. FT.	235	9,100.00 SQ. FT.
21	13,791.99 SQ. FT.	64	9,253.85 SQ. FT.	107	8,750.00 SQ. FT.	150	10,009.06 SQ. FT.	236	9,100.00 SQ. FT.
22	9,331.34 SQ. FT.	65	9,248.30 SQ. FT.	108	8,750.00 SQ. FT.	151	10,009.06 SQ. FT.	237	11,614.16 SQ. FT.
23	13,047.21 SQ. FT.	66	9,242.76 SQ. FT.	109	8,750.00 SQ. FT.	152	10,708.99 SQ. FT.	238	11,614.16 SQ. FT.
24	9,854.11 SQ. FT.	67	9,237.22 SQ. FT.	110	8,750.00 SQ. FT.	153	10,006.78 SQ. FT.	239	9,100.00 SQ. FT.
25	9,227.91 SQ. FT.	68	9,231.67 SQ. FT.	111	10,625.00 SQ. FT.	154	10,031.58 SQ. FT.	240	9,100.00 SQ. FT.
26	12,941.97 SQ. FT.	69	11,614.16 SQ. FT.	112	10,667.91 SQ. FT.	155	10,033.64 SQ. FT.	241	9,100.00 SQ. FT.
27	10,470.69 SQ. FT.	70	9,100.00 SQ. FT.	113	10,539.15 SQ. FT.	156	9,871.49 SQ. FT.	242	9,100.00 SQ. FT.
28	10,370.08 SQ. FT.	71	9,100.00 SQ. FT.	114	11,614.16 SQ. FT.	157	10,094.42 SQ. FT.	243	9,100.00 SQ. FT.
29	9,189.47 SQ. FT.	72	9,100.00 SQ. FT.	115	10,676.89 SQ. FT.	158	9,800.00 SQ. FT.	244	9,100.00 SQ. FT.
30	9,195.35 SQ. FT.	73	9,100.00 SQ. FT.	116	11,772.50 SQ. FT.	159	9,800.00 SQ. FT.	245	9,100.00 SQ. FT.
31	9,416.32 SQ. FT.	74	9,100.00 SQ. FT.	117	12,202.51 SQ. FT.	160	10,340.91 SQ. FT.	246	9,100.00 SQ. FT.
32	9,725.22 SQ. FT.	75	9,100.00 SQ. FT.	118	11,499.33 SQ. FT.	161	14,458.95 SQ. FT.	247	9,100.00 SQ. FT.
33	15,450.87 SQ. FT.	76	9,100.00 SQ. FT.	119	10,427.00 SQ. FT.	162	14,537.19 SQ. FT.	248	9,525.10 SQ. FT.
34	12,005.45 SQ. FT.	77	9,100.00 SQ. FT.	120	10,427.00 SQ. FT.	163	12,140.95 SQ. FT.	249	10,375.30 SQ. FT.
35	9,702.44 SQ. FT.	78	9,100.00 SQ. FT.	121	10,427.00 SQ. FT.	164	11,412.13 SQ. FT.	250	11,225.51 SQ. FT.
36	9,498.91 SQ. FT.	79	9,100.00 SQ. FT.	122	10,427.00 SQ. FT.	165	9,789.84 SQ. FT.	251	12,075.71 SQ. FT.
37	9,450.00 SQ. FT.	80	9,100.00 SQ. FT.	123	12,543.08 SQ. FT.	166	9,800.00 SQ. FT.	252	9,100.00 SQ. FT.
38	9,450.00 SQ. FT.	81	9,100.00 SQ. FT.	124	9,249.90 SQ. FT.	167	9,800.00 SQ. FT.	253	11,614.16 SQ. FT.
39	9,512.88 SQ. FT.	82	9,100.00 SQ. FT.	125	11,084.67 SQ. FT.	168	10,144.91 SQ. FT.	254	12,800.00 SQ. FT.
40	9,727.66 SQ. FT.	83	9,100.00 SQ. FT.	126	12,714.62 SQ. FT.	169	9,856.48 SQ. FT.	255	9,668.12 SQ. FT.
41	9,727.66 SQ. FT.	84	9,100.00 SQ. FT.	127	18,752.09 SQ. FT.	170	9,856.27 SQ. FT.	256	9,310.04 SQ. FT.
42	10,007.89 SQ. FT.	85	9,100.00 SQ. FT.	128	12,259.70 SQ. FT.	171	9,856.81 SQ. FT.	257	9,289.39 SQ. FT.
43	10,736.36 SQ. FT.	86	9,100.00 SQ. FT.	129	11,490.56 SQ. FT.	172	9,858.10 SQ. FT.	258	9,268.75 SQ. FT.

CLUSTER MAILBOX & LANDSCAPE PLAN
FOR
Forest Ridge

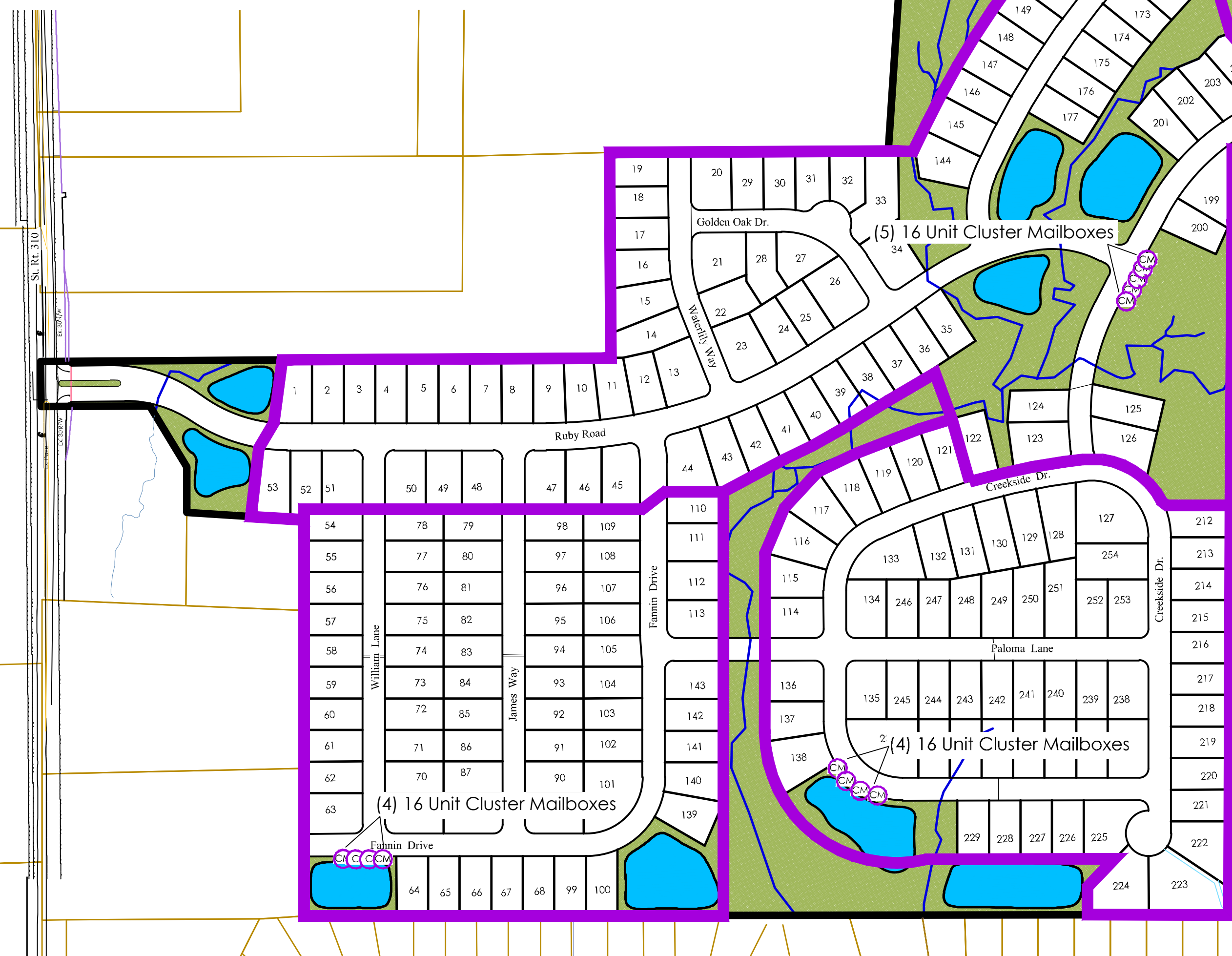
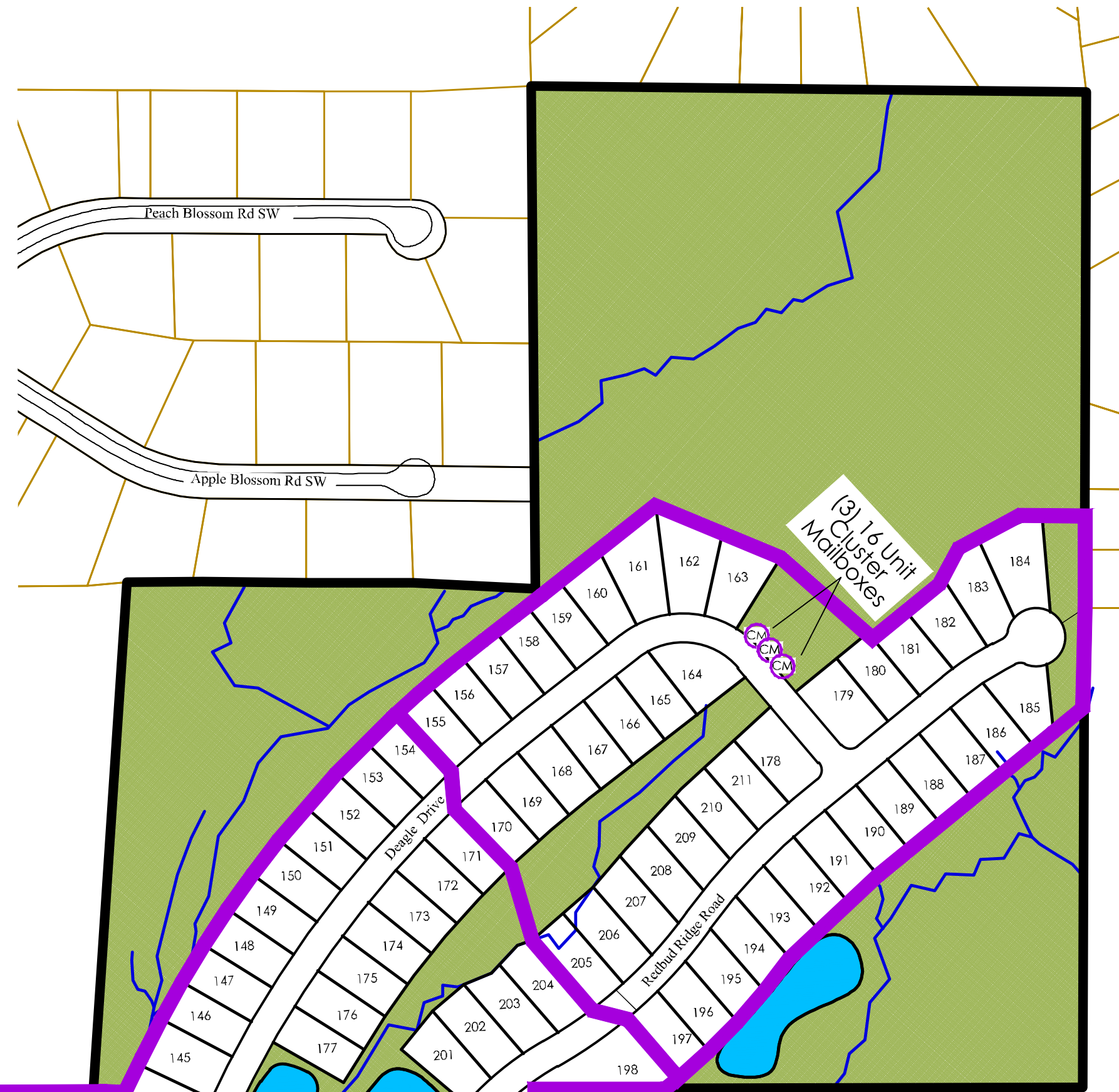
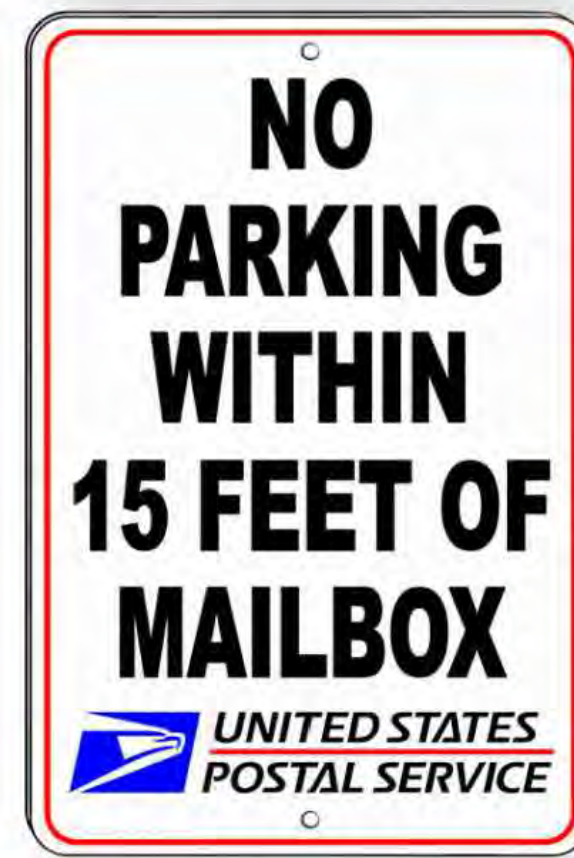
LOCATED IN:
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LEGEND

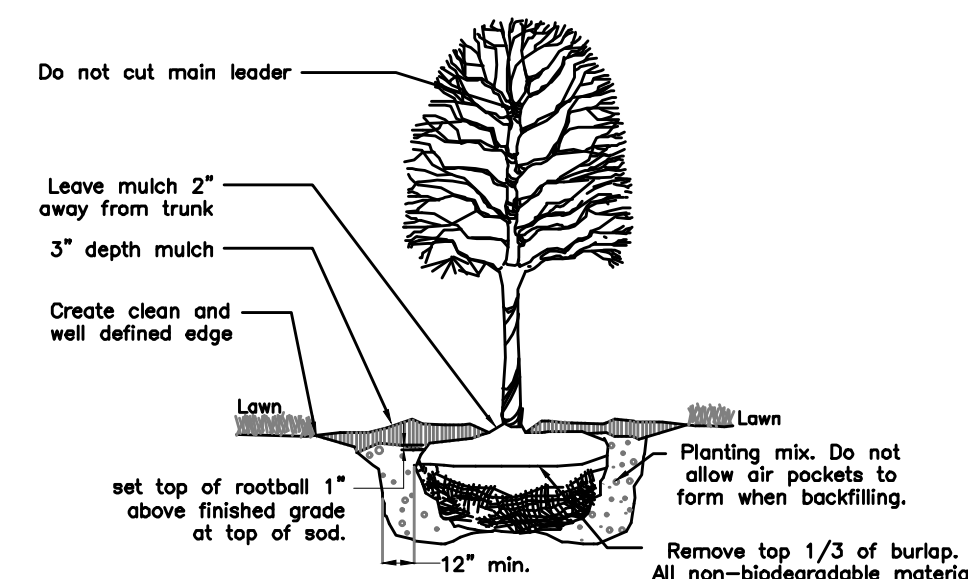
CLUSTER MAILBOX SERVICE AREA
CLUSTER MAILBOX LOCATION

CLUSTER MAILBOX
LOCATION NOTE

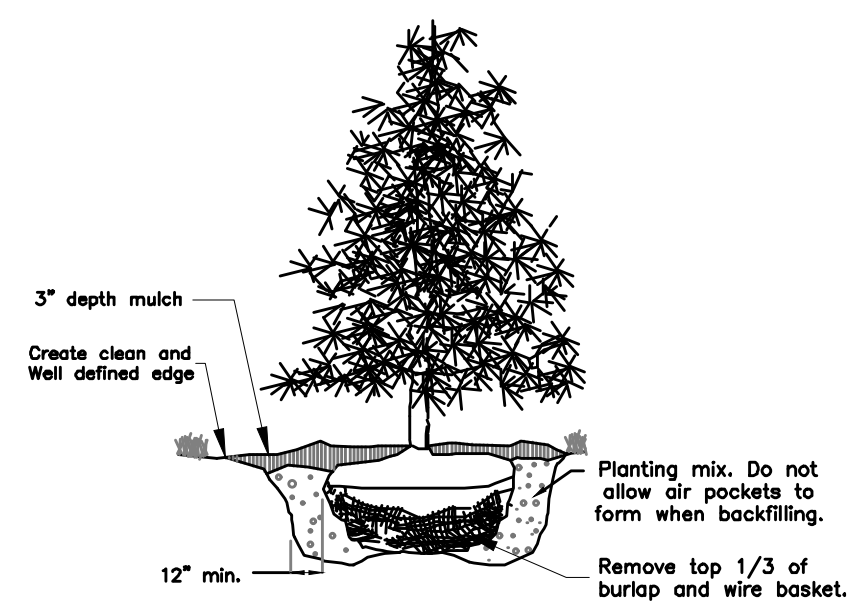
Cluster Mailboxes will be placed on a concrete slab outside of the right-of-way. The concrete slab will connect to the sidewalk. The pedestrian side of the box will be perpendicular to and face the sidewalk. If there is No Parking on one side of the street, the Cluster Mailboxes will be placed on the "No Parking" side of the street whenever possible as to avoid any pedestrian vehicle blockage issue for the mail carrier.



INSTALLATION DETAILS

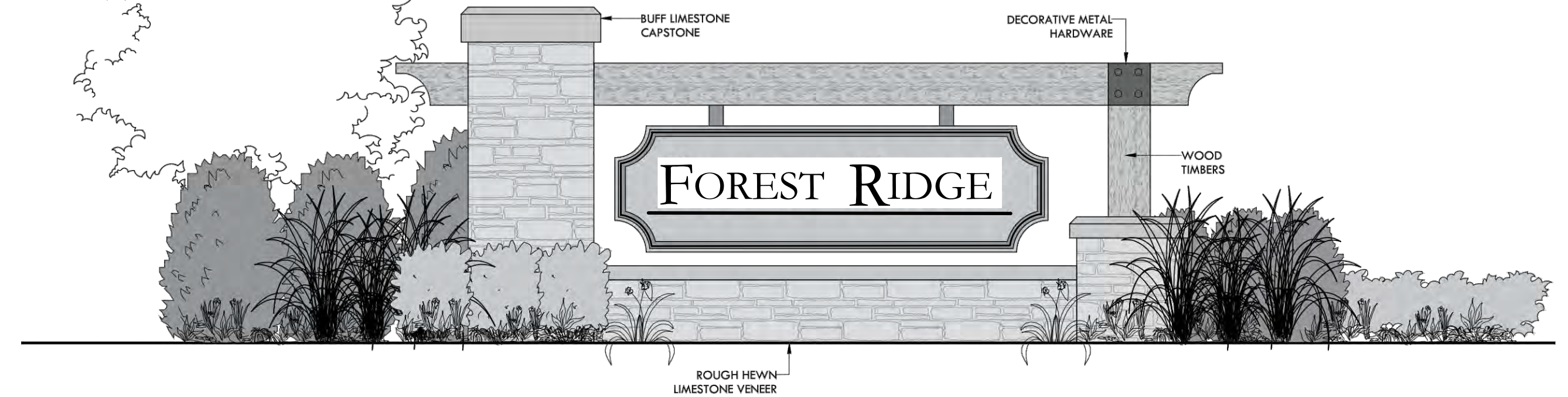


Deciduous Tree Planting
2.5" in Dia. ☉ Installation (min.)

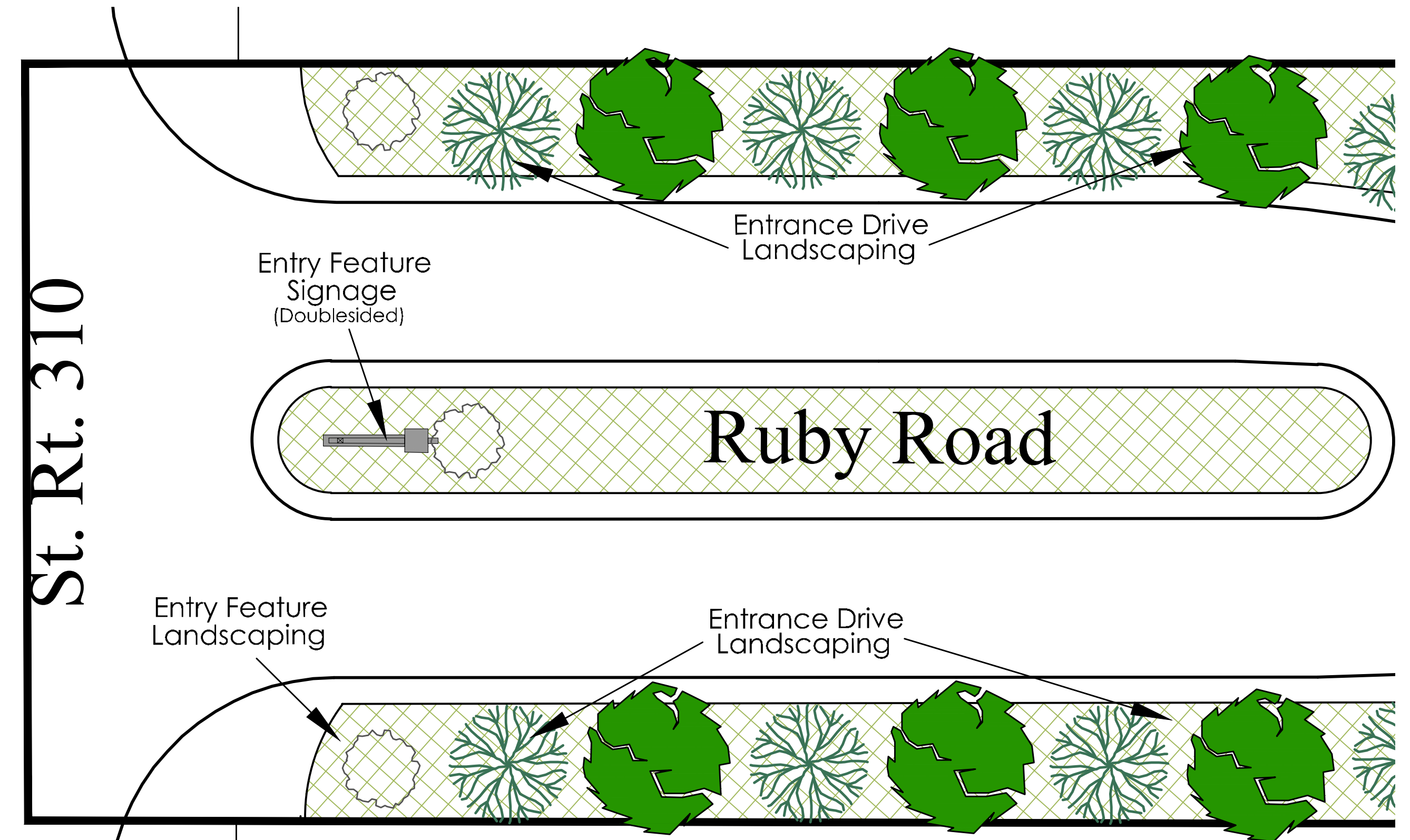


Evergreen Tree Planting
5'-6' Tall ☉ Installation (min.)

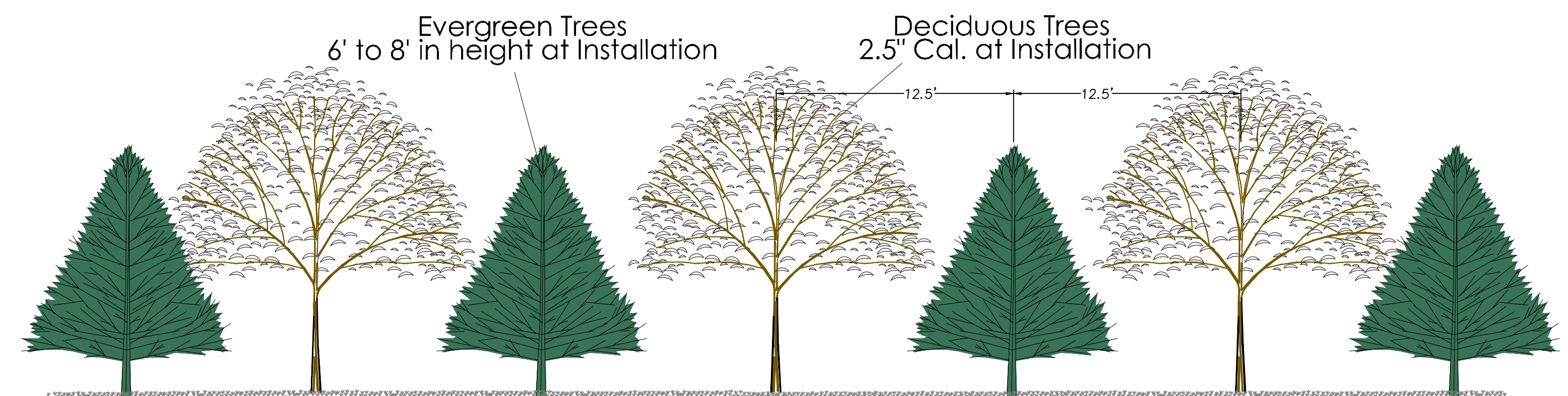
ENTRY FEATURE SIGNAGE
(Doublesided)



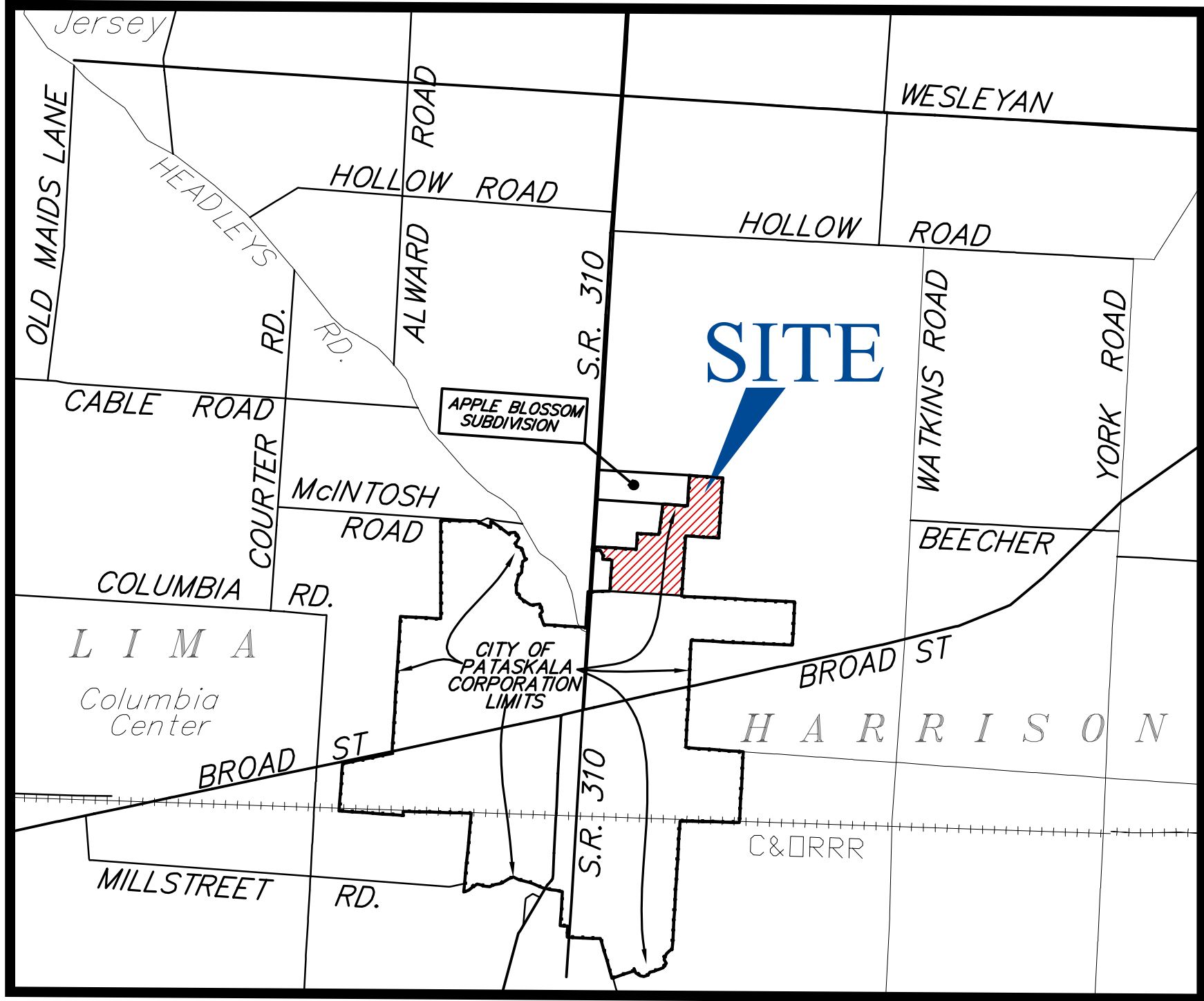
ENTRY FEATURE LANDSCAPING



ENTRANCE DRIVE LANDSCAPING



**PREVIOUSLY
APPROVED PLAN
(PP-21-001)**



LOCATION MAP
NO SCALE

PRELIMINARY PLAN
FOR
Forest Ridge
CITY OF PATASKALA

LOCATED IN:
QUARTER TOWNSHIP 2, TOWNSHIP 1, RANGE 14
UNITED STATES MILITARY LANDS
TOWNSHIP OF HARRISON, COUNTY OF LICKING, STATE OF OHIO



PHASING	
SECTION 1	51 LOTS
SECTION 2	45 LOTS
SECTION 3	47 LOTS
SECTION 4	50 LOTS
SECTION 5A-5B	62 LOTS TOTAL

TABLE OF CONTENTS	
Page 1	TITLE SHEET & PHASING PLAN
Page 2	PRELIMINARY ENGINEERING PLAN (S)
Page 3	PRELIMINARY ENGINEERING PLAN (N)
Page 4	TYPICAL SECTIONS & LOT ACREAGE PLAN
Page 5	ENTRY FEATURE, LANDSCAPING PLAN CLUSTER MAILBOX PLAN

SITE STATISTICS	
TOTAL ACREAGE:	128.1 ACRES
# OF LOTS PERMITTED:	372
# OF LOTS PROVIDED:	255
GROSS DENSITY:	1.9 LOT/ACRE
ZONING CLASSIFICATION:	R-15 (Overlay)
50' RIGHT-OF-WAY:	11,676 L.F.
60' RIGHT-OF-WAY:	2510 L.F.
OPEN SPACE PROVIDED:	46.2 AC.=36%
MINIMUM LOT SIZE:	70' x 130'
APD	
ACREAGE WITHIN LOTS	64.61 ACRES
ACREAGE WITHIN R/W	17.25 ACRES
ACREAGE WITHIN RESERVES	46.24 ACRES
ACREAGE WITHIN STORMWATER BASIN	5.2 ACRES

FRONT:	30'
SETBACKS: SIDE:	5'
REAR:	30'

NOTES

NOTE "A": Reserve "A" through "K" as designated and delineated hereon, shall be owned and maintained by the Forest Ridge subdivision for the purpose of passive open space, and for the construction, operation, maintenance and repair of the retention pond, storm sewers, drainage, ditches, swales and all underground drainage from all lots and adjacent lands.

NOTE "B": The Reserve "L" island located within the right of way of Larkspur Drive shall be maintained by the Forest Ridge Homeowners Association.

NOTE "C": All of Forest Ridge Sections 1-5 is in the Flood Hazard Zone X as shown on the Federal Emergency Management Agency Flood Insurance Rate Map, 39089C0293J, effective date 03/16/2015.

NOTE "D": "No Parking" signs shall be posted on the same side of the streets as the fire hydrants for roadways 33' in width or less.

NOTE "E": Each lot is for one single family dwelling unit.

NOTE "F": A new traffic light shall be constructed at the 1st Section of development at the intersection of S.R. 310 and Larkspur Drive. Accordingly, an emergency access wont be needed.

NOTE "G": All contours here are shown in one foot intervals.

NOTE "H": The proposed house location shall be constructed in the area of lot exclusive of the front, side and rear setbacks.

NOTE "I": Street lights shall also be provided within the right of way of New Public Roads staggered at an approximate spacing of 200 feet as shown on the plan. Light fixture to be installed shall be the City of Pataskala Colonial Style Fixture.

NOTE "J": Pursuant to VA-21-005 granted by the City of Pataskala Board of Zoning Appeals, the Applicant shall submit a Tree Replacement Survey and Landscape Plan Pursuant to Section 1283 with the Final Plan Application per section of the development. In addition, the street trees are required at one for every 30 feet of street fronting and of appropriate type per Section 1283.05. The street tree plan will be incorporated into the landscaping plan.

Note "K": Add utilities to be installed underground where suitable, the City prefers front yard stormsewers.

Note "L": Developed under Cluster Housing regulations pursuant to Chapter 1275 of the Pataskala.

Note "M": Proposed Use: Single Family Residential.

SIGNATURE BLOCK

Applicant	Date
Registered Engineer	Date
Chairmen of Planning and Zoning Commision City of Pataskala	Date
Utility Director City of Pataskala	Date
Director of Planning City of Pataskala	Date
Public Service Director City of Pataskala	Date
City Administrator City of Pataskala	Date
City Engineer City of Pataskala	Date

ENGINEER/PLANNER	OWNER/DEVELOPER:
Prepared By: WATCON CONSULTING ENGINEERS & SURVEYORS 83 Shull Avenue Gahanna, Ohio 43230 Ph. (614) 414-7979	Attn: William Fanning Jr 8471 Olinda Way #3702 Fort Myers, Florida Phone: (239) 745-5492 Email: williamfanningjr@gmail.com

DATE: APRIL 9, 2021

PRELIMINARY ENGINEERING PLAN
FOR
Forest Ridge

LOCATED IN:
QUARTER TOWNSHIP 2, TOWNSHIP 1, RANGE 14
UNITED STATES MILITARY LANDS
TOWNSHIP OF HARRISON, COUNTY OF LICKING, STATE OF OHIO

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Bogges Marsha
Ann
4.29 Acres
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Harrison Township
City of Pataskala

Open Space

The Ravines at Hazelwood

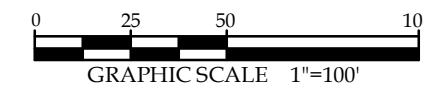
City of Pataskala

Hazelwood Section 4, parts 1 & 2
City of Pataskala

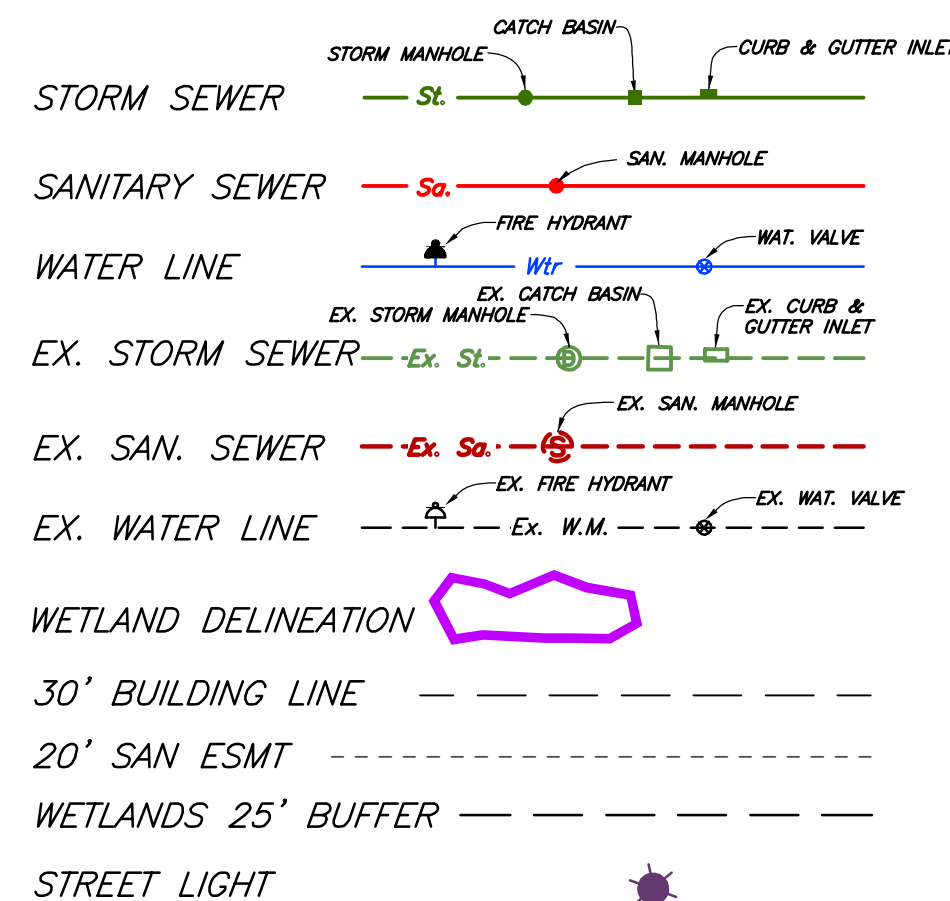
City of Pataskala

City of Pataskala

Scenic View Estates
LLC
136.30 Acres
P.N. 064-068087-00.000



LEGEND



ENGINEER/PLANNER

Prepared By:
WATCON
CONSULTING ENGINEERS
& SURVEYORS
83 Shull Avenue
Gahanna, Ohio 43230
Ph. (614) 414-7979

OWNER/DEVELOPER:

Attn: William Fannin Jr
8471 Olinda Way #3702
Fort Myers, Florida
Phone: (239) 745-5492
Email: williamfanninjr@gmail.com

DATE: APRIL 9, 2021

PRELIMINARY ENGINEERING PLAN
FOR
Forest Ridge

LOCATED IN:
QUARTER TOWNSHIP 2, TOWNSHIP 1, RANGE 14
UNITED STATES MILITARY LANDS
TOWNSHIP OF HARRISON, COUNTY OF LICKING, STATE OF OHIO

Gero Edward W &
Nancy S
13.24 Acres
P.N. 025-067746-02.000

Wilson Michael H &
Heidi C
22.11 Acres
P.N. 025-069066-00.004

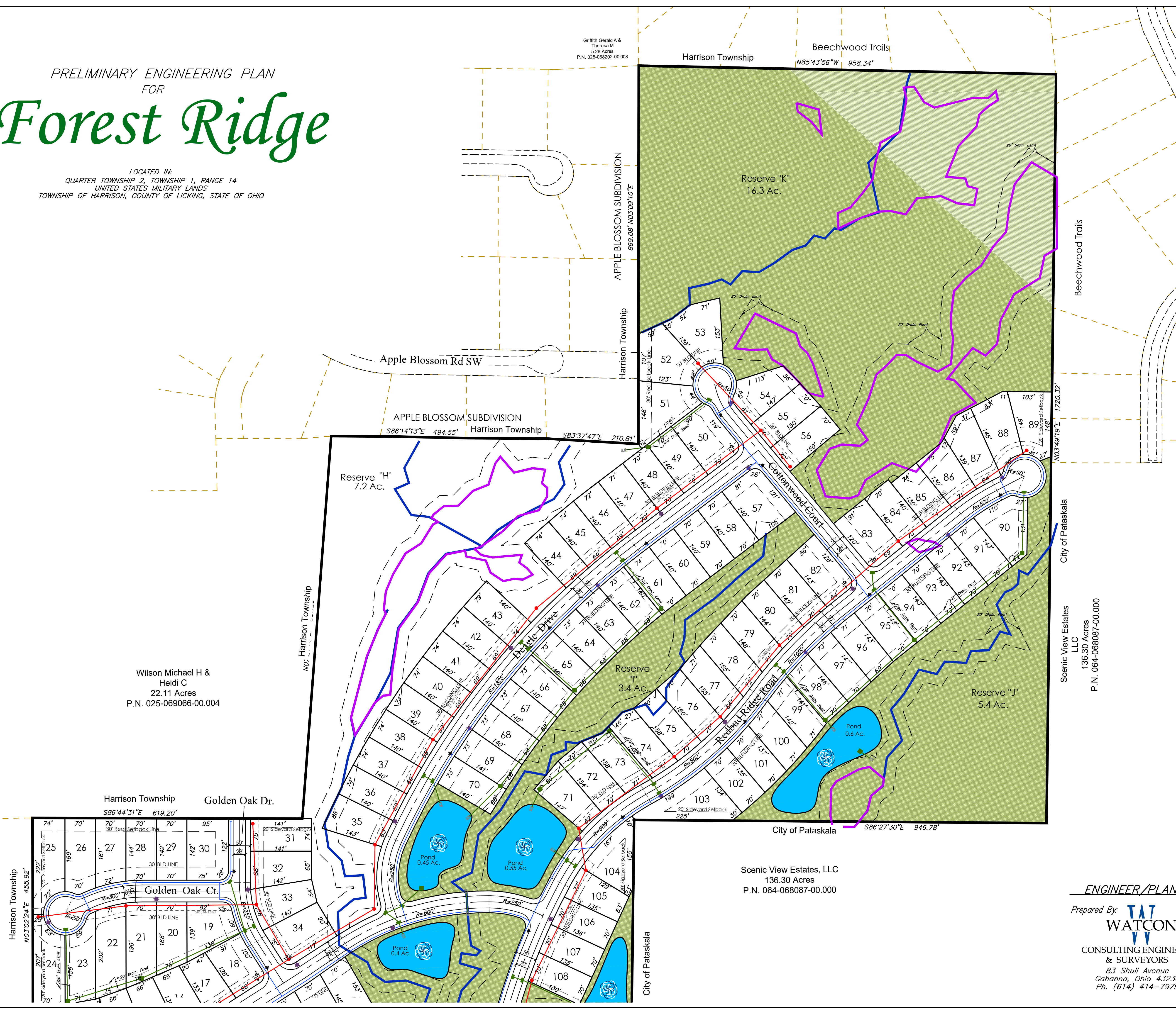
Griffith Gerald A &
Theresa M
5.28 Acres
P.N. 025-068202-00.008

Scenic View Estates, LLC
136.30 Acres
P.N. 064-068087-00.000

ENGINEER/PLANNER
Prepared By:
WATCON
CONSULTING ENGINEERS
& SURVEYORS
83 Shull Avenue
Gahanna, Ohio 43230
Ph. (614) 414-7979

OWNER/DEVELOPER:
Attn: William Fannin Jr
8471 Olinda Way #3702
Fort Myers, Florida
Phone: (239) 745-5492
Email: williamfanninjr@gmail.com

DATE: APRIL 9, 2021



LEGEND

STORM SEWER: Catch basin, Storm manhole, Curb & gutter inlet, St.

SANITARY SEWER: San. manhole, Fire hydrant, Wat. valve, W.

WATER LINE: Ex. storm manhole, Ex. catch basin, Ex. curb & gutter inlet, Ex. san. manhole, Ex. fire hydrant, Ex. W.M., Ex. wat. valve.

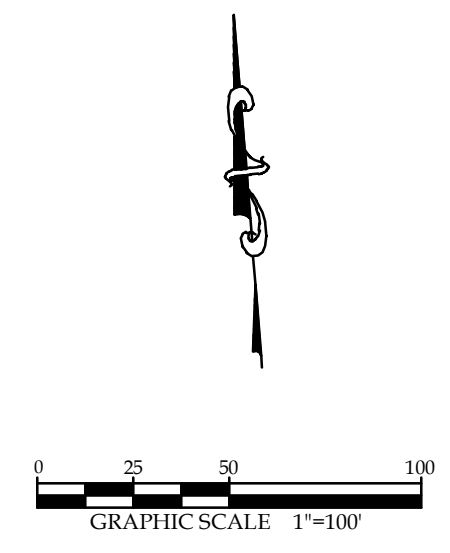
WETLAND DELINEATION: Wetland area.

30' BUILDING LINE: Dashed line.

20' SAN ESMT: Dashed line.

WETLANDS 25' BUFFER: Dashed line.

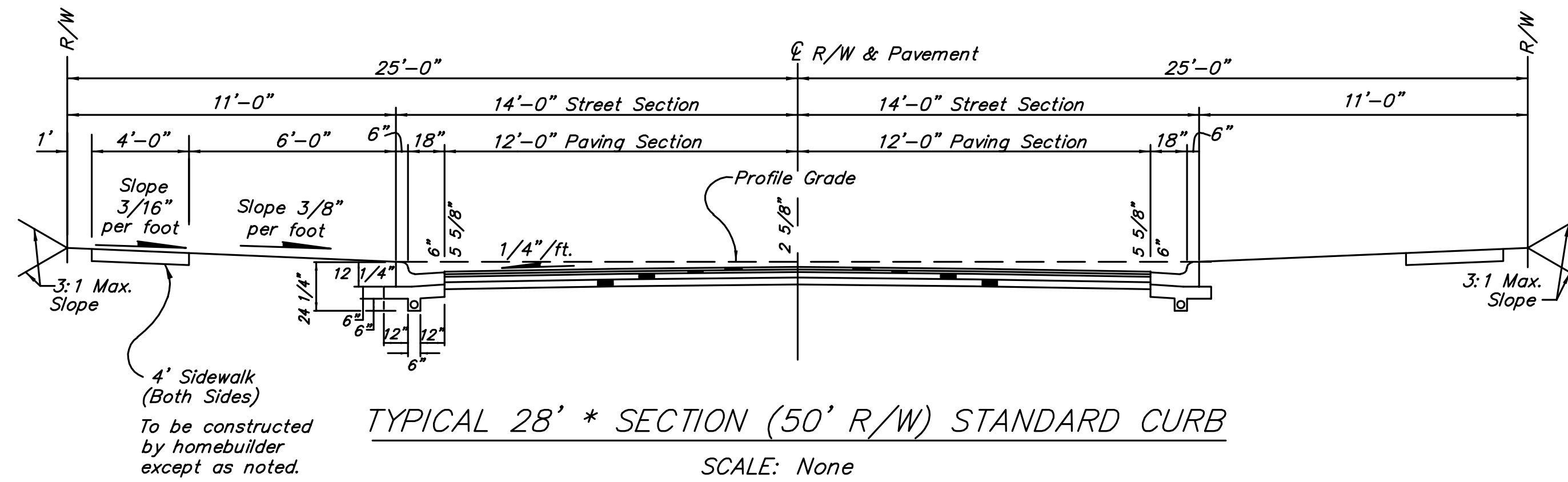
STREET LIGHT: Street light symbol.



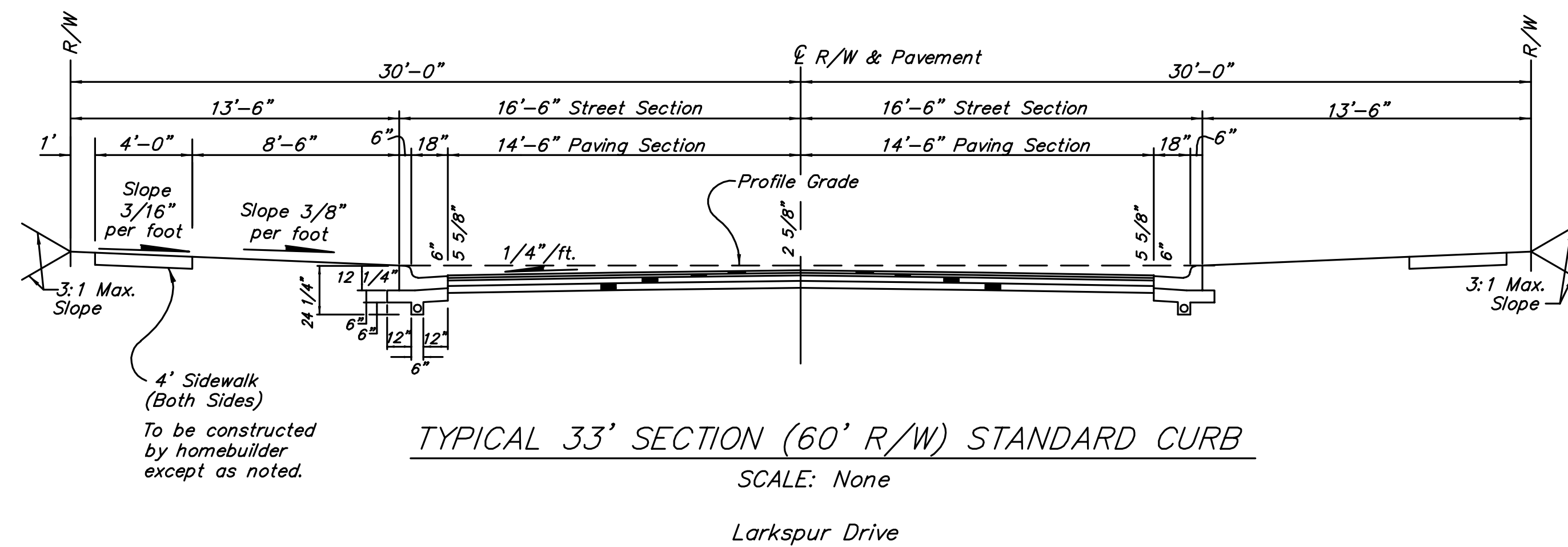
TYPICAL SECTIONS AND LOT ACREAGE PLAN
FOR

Forest Ridge

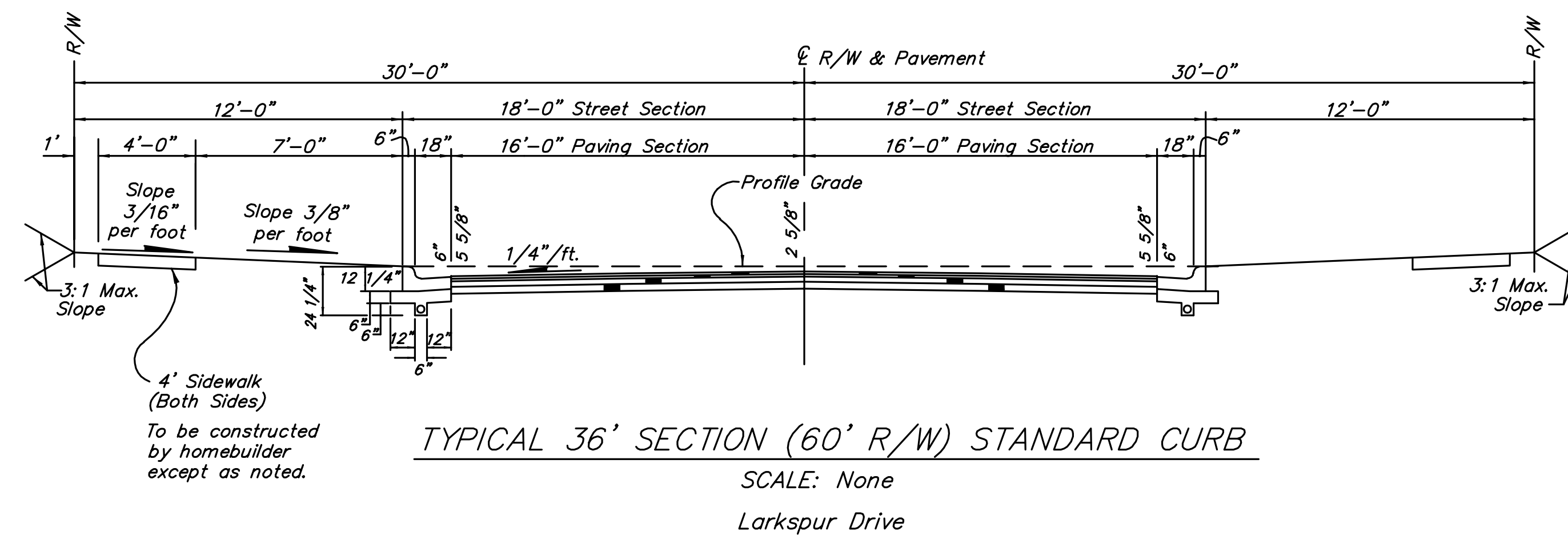
LOCATED IN:
QUARTER TOWNSHIP 2, TOWNSHIP 1, RANGE 14
UNITED STATES MILITARY LANDS
TOWNSHIP OF HARRISON, COUNTY OF LICKING, STATE OF OHIO



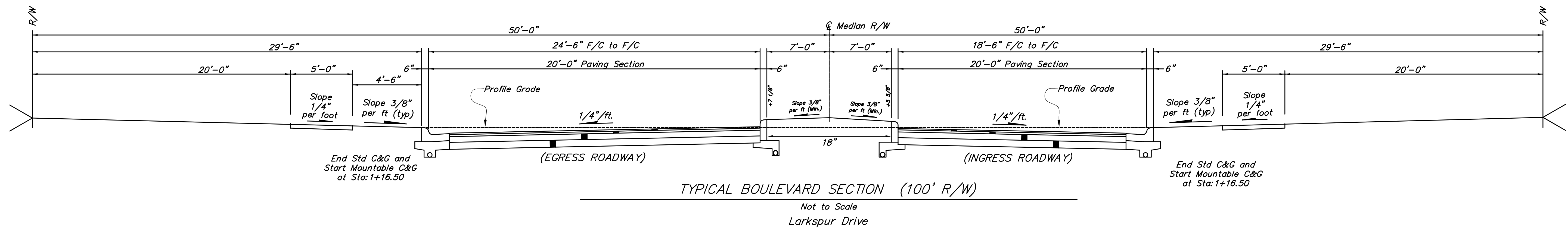
Larkspur Drive, William Lane, Fannin Drive, James Way, Paloma Lane, Creekside Drive, Golden Oak Court, Golden Oak Drive, Redbud Ridge Road, Deagle Drive, and Cottonwood Court.



Larkspur Drive



Larkspur Drive



Parcel Table	
Parcel #	Area
1	10788.03SQ. FT.
2	9911.45SQ. FT.
3	9938.01SQ. FT.
4	9964.58SQ. FT.
5	9991.15SQ. FT.
6	10017.72SQ. FT.
7	10044.29SQ. FT.
8	10070.86SQ. FT.
9	10134.82SQ. FT.
10	10010.55SQ. FT.
11	10201.34SQ. FT.
12	10615.73SQ. FT.
13	10085.26SQ. FT.
14	9928.83SQ. FT.
15	9873.30SQ. FT.
16	9639.72SQ. FT.
17	9196.95SQ. FT.
18	10702.72SQ. FT.
19	11834.40SQ. FT.
20	10749.42SQ. FT.
21	12807.40SQ. FT.
22	14035.41SQ. FT.
23	12210.60SQ. FT.
24	13531.46SQ. FT.
25	14413.68SQ. FT.
26	11888.36SQ. FT.
27	10584.24SQ. FT.
28	9987.17SQ. FT.
29	9944.84SQ. FT.
30	13421.92SQ. FT.
31	10538.31SQ. FT.
32	10806.96SQ. FT.
33	10941.82SQ. FT.
34	13188.16SQ. FT.
35	10777.06SQ. FT.
36	10009.06SQ. FT.
37	10009.06SQ. FT.
38	10009.06SQ. FT.
39	10009.06SQ. FT.
40	10009.06SQ. FT.
41	10009.06SQ. FT.
42	10009.06SQ. FT.
43	10709.06SQ. FT.

Parcel Table	
Parcel #	Area
44	10031.58SQ. FT.
45	10033.64SQ. FT.
46	9871.00SQ. FT.
47	9838.51SQ. FT.
48	9800.00SQ. FT.
49	9800.00SQ. FT.
50	13496.62SQ. FT.
51	13945.88SQ. FT.
52	14279.70SQ. FT.
53	13767.73SQ. FT.
54	11338.25SQ. FT.
55	10413.27SQ. FT.
56	10510.36SQ. FT.
57	14347.41SQ. FT.
58	9800.00SQ. FT.
59	9800.00SQ. FT.
60	9800.00SQ. FT.
61	10144.91SQ. FT.
62	9856.48SQ. FT.
63	9856.27SQ. FT.
64	9856.81SQ. FT.
65	9858.10SQ. FT.
66	9860.12SQ. FT.
67	9862.88SQ. FT.
68	9866.38SQ. FT.
69	9927.58SQ. FT.
70	9922.22SQ. FT.
71	11034.67SQ. FT.
72	10861.98SQ. FT.
73	10713.00SQ. FT.
74	11279.99SQ. FT.
75	11141.91SQ. FT.
76	11044.30SQ. FT.
77	10871.09SQ. FT.
78	10581.47SQ. FT.
79	10190.76SQ. FT.
80	9994.24SQ. FT.
81	9945.49SQ. FT.
82	12278.95SQ. FT.
83	12487.48SQ. FT.
84	9800.00SQ. FT.
85	9620.00SQ. FT.
86	10315.91SQ. FT.

Parcel Table	
Parcel #	Area
87	12118.71SQ. FT.
88	12119.95SQ. FT.
89	12383.88SQ. FT.
90	12476.14SQ. FT.
91	10008.19SQ. FT.
92	10010.00SQ. FT.
93	10010.00SQ. FT.
94	10010.00SQ. FT.
95	10010.00SQ. FT.
96	10152.98SQ. FT.
97	10486.72SQ. FT.
98	10072.41SQ. FT.
99	9912.61SQ. FT.
100	9710.12SQ. FT.
101	9496.70SQ. FT.
102	9410.15SQ. FT.
103	16174.04SQ. FT.
104	12426.23SQ. FT.
105	9372.03SQ. FT.
106	9524.43SQ. FT.
107	9509.36SQ. FT.
108	9268.85SQ. FT.
109	9498.43SQ. FT.
110	11977.37SQ. FT.
111	9352.03SQ. FT.
112	9298.89SQ. FT.
113	9278.25SQ. FT.
114	9257.60SQ. FT.
115	9236.95SQ. FT.
116	9216.31SQ. FT.
117	9144.87SQ. FT.
118	13682.08SQ. FT.
119	20134.40SQ. FT.
120	15980.59SQ. FT.
121	13498.74SQ. FT.
122	9100.00SQ. FT.
123	9100.00SQ. FT.
124	9100.00SQ. FT.
125	9100.00SQ. FT.
126	9100.00SQ. FT.
127	17446.85SQ. FT.
128	9100.00SQ. FT.
129	9100.00SQ. FT.

Parcel Table	
Parcel #	Area
130	9100.00SQ. FT.
131	9100.00SQ. FT.
132	9100.00SQ. FT.
133	9100.00SQ. FT.
134	11614.16SQ. FT.
135	11614.16SQ. FT.
136	11614.16SQ. FT.
137	12800.00SQ. FT.
138	18752.09SQ. FT.
139	12259.70SQ. FT.
140	11490.56SQ. FT.
141	11196.08SQ. FT.
142	10643.53SQ. FT.
143	9631.90SQ. FT.
144	13970.02SQ. FT.
145	11594.26SQ. FT.
146	9100.00SQ. FT.
147	9100.00SQ. FT.
148	9525.10SQ. FT.
149	10375.30SQ. FT.
150	11225.51SQ. FT.
151	12075.71SQ. FT.
152	9100.00SQ. FT.
153	9100.00SQ. FT.
154	9100.00SQ. FT.
155	9100.00SQ. FT.
156	9100.00SQ. FT.
157	9100.00SQ. FT.
158	9100.00SQ. FT.
159	9100.00SQ. FT.
160	11614.16SQ. FT.
161	9114.93SQ. FT.
162	11614.16SQ. FT.
163	11614.16SQ. FT.
164	10676.89SQ. FT.
165	11772.50SQ. FT.
166	12202.51SQ. FT.
167	11499.33SQ. FT.
168	10427.00SQ. FT.
169	10427.00SQ. FT.
170	10427.00SQ. FT.
171	10427.00SQ. FT.
172	12111.80SQ. FT.

Parcel Table	
Parcel #	Area
173	9861.11SQ. FT.
174	10494.07SQ. FT.
175	10068.16SQ. FT.
176	9795.53SQ. FT.
177	9727.66SQ. FT.
178	9727.66SQ. FT.
179	10007.89SQ. FT.
180	10736.36SQ. FT.
181	13347.23SQ. FT.
182	9100.00SQ. FT.
183	11050.00SQ. FT.
184	11094.62SQ. FT.
185	10964.16SQ. FT.
186	10964.16SQ. FT.
187	9100.00SQ. FT.
188	9100.00SQ. FT.
189	9991.37SQ. FT.
190	10589.79SQ. FT.
191	9555.58SQ. FT.
192	9226.13SQ. FT.
193	9231.67SQ. FT.
194	9237.22SQ. FT.
195	9242.76SQ. FT.
196	9248.30SQ. FT.
197	9253.85SQ. FT.
198	11595.93SQ. FT.
199	9087.68SQ. FT.
200	9089.30SQ. FT.
201	9090.93SQ. FT.
202	9092.55SQ. FT.
203	9094.18SQ. FT.
204	9095.80SQ. FT.
205	9097.42SQ. FT.
206	9099.05SQ. FT.
207	9100.67SQ. FT.
208	9100.00SQ. FT.
209	9100.00SQ. FT.
210	9100.00SQ. FT.
211	9100.00SQ. FT.
212	9100.00SQ. FT.
213	9100.00SQ. FT.
214	9100.00SQ. FT.
215	9100.00SQ. FT.

Parcel Table	
Parcel #	Area
216	9100.00SQ. FT.
217	11614.16SQ. FT.
218	11614.16SQ. FT.
219	9100.00SQ. FT.
220	9100.00SQ. FT.
221	9100.00SQ. FT.
222	9100.00SQ. FT.
223	9100.00SQ. FT.
224	9100.00SQ. FT.
225	9100.00SQ. FT.
226	9100.00SQ. FT.
227	9100.00SQ. FT.
228	9100.00SQ. FT.
229	9100.00SQ. FT.
230	9100.00SQ. FT.
231	9100.00SQ. FT.
232	9100.00SQ. FT.
233	9100.00SQ. FT.
234	9100.00SQ. FT.
235	9100.00SQ. FT.
236	9100.00SQ. FT.
237	11614.16SQ. FT.
238	17446.85SQ. FT.
239	9100.00SQ. FT.
240	9100.00SQ. FT.
241	9100.00SQ. FT.
242	9100.00SQ. FT.
243	9100.00SQ. FT.
244	9100.00SQ. FT.
245	9100.00SQ. FT.
246	9100.00SQ. FT.
247	12620.38SQ. FT.
248	10633.93SQ. FT.
249	11594.63SQ. FT.
250	11583.13SQ. FT.
251	10372.42SQ. FT.
252	11583.13SQ. FT.
253	11583.13SQ. FT.
254	9776.66SQ. FT.
255	11618.37SQ. FT.

CLUSTER MAILBOX & LANDSCAPE PLAN
FOR
Forest Ridge

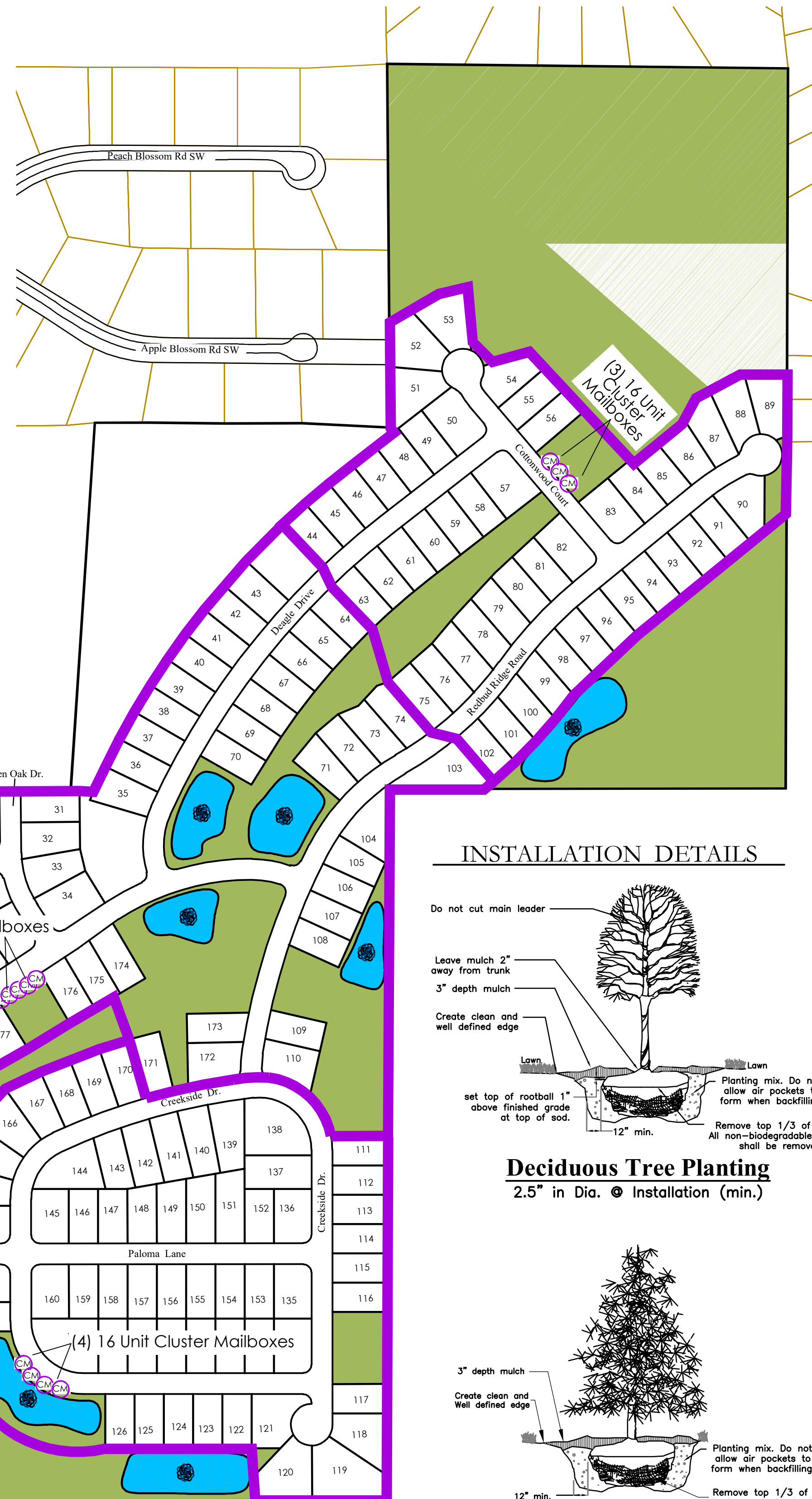
LOCATED IN:
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UNITED STATES MILITARY LANDS
TOWNSHIP OF HARRISON, COUNTY OF LICKING, STATE OF OHIO

LEGEND

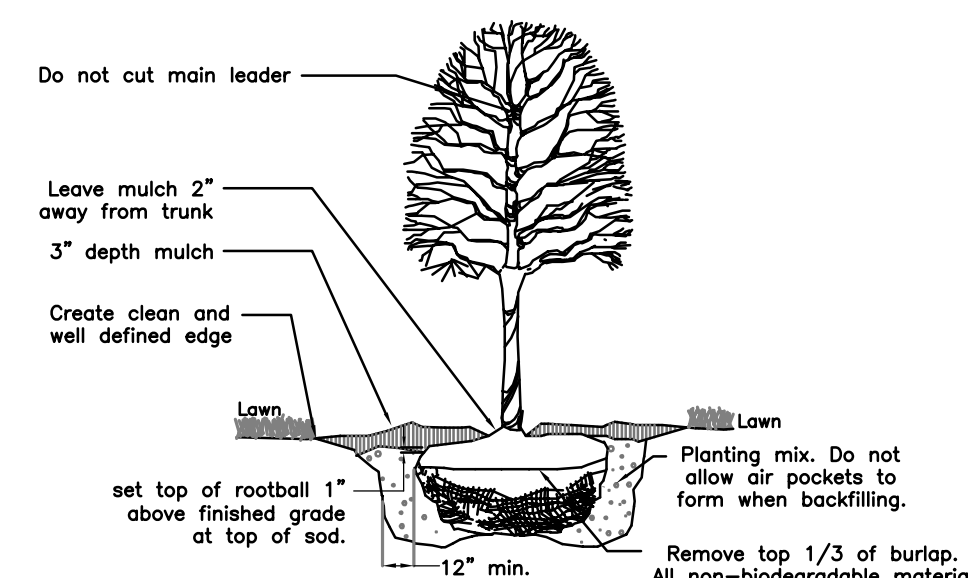
CLUSTER MAILBOX SERVICE AREA
CLUSTER MAILBOX LOCATION

CLUSTER MAILBOX
LOCATION NOTE

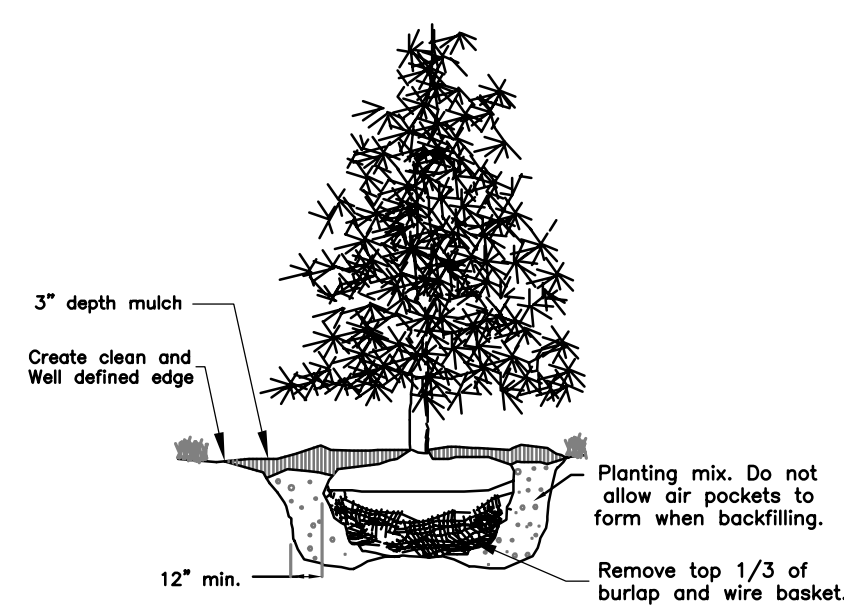
Cluster Mailboxes will be placed on a concrete slab outside of the right-of-way. The concrete slab will connect to the sidewalk. The pedestrian side of the box will be perpendicular to and face the sidewalk. If there is No Parking on one side of the street, the Cluster Mailboxes will be placed on the "No Parking" side of the street whenever possible as to avoid any pedestrian vehicle blockage issue for the mail carrier.



INSTALLATION DETAILS



Deciduous Tree Planting
2.5" in Dia. @ Installation (min.)

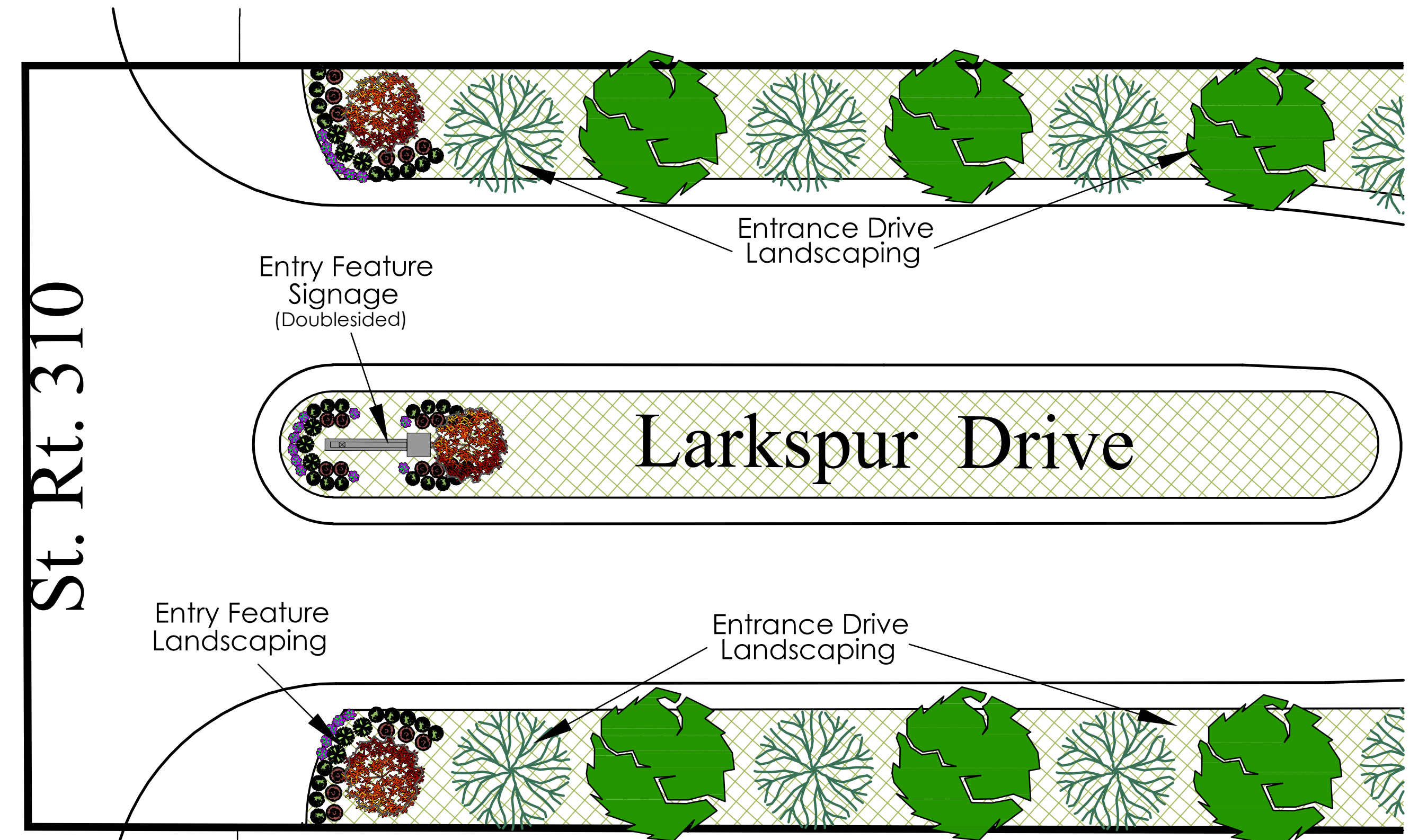


Evergreen Tree Planting
5'-6' Tall @ Installation (min.)

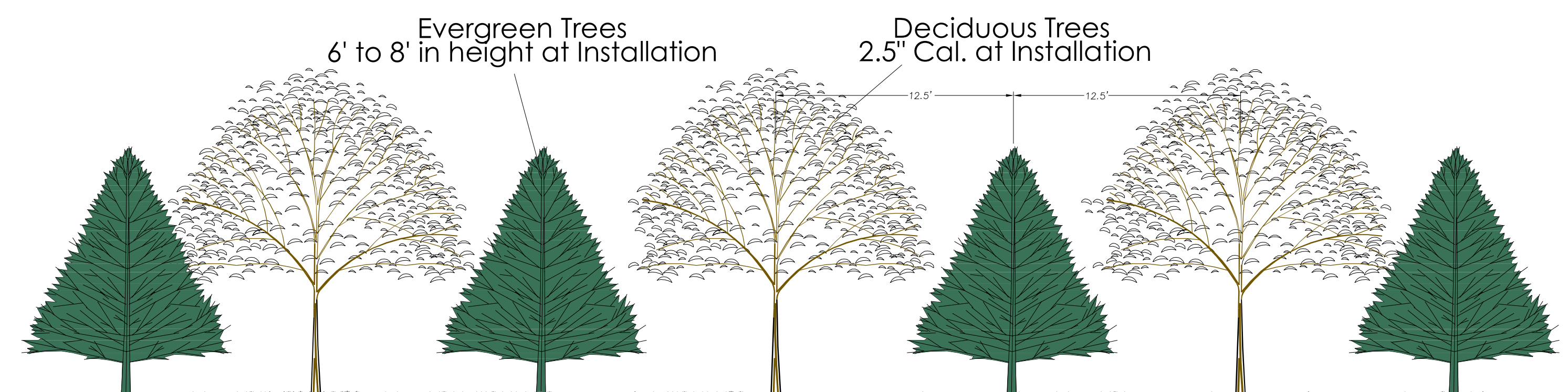
ENTRY FEATURE SIGNAGE
(Doublesided)



ENTRY FEATURE LANDSCAPING



ENTRANCE DRIVE LANDSCAPING



**DECLARATION OF COVENANTS
EASEMENTS, RESTRICTIONS AND ASSESSMENTS AND ASSESSMENT LIENS
FOR
FOREST RIDGE**

[DRAFT-Submitted for Zoning purposes only. August, 2022]

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Exhibits

Exhibit A.....Subject Property

Exhibit BAdditional Easement Areas

DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENTS AND ASSESSMENT LIENS FOR WOODCREST

This Declaration of Covenants, Easements, Restrictions and Assessments and Assessment Liens (the “**Declaration**”) is made on or as of this _____ day of _____, 201____, by DEVELOPER, INC., an Ohio corporation, whose address is _____ (“**Developer**”).

Background

1. Developer is the owner in fee simple of the real estate identified and described on Exhibit A, attached hereto and made a part hereof by this reference (the “**Subject Property**”).
2. The Subject Property is being developed and built as a residential subdivision of lots for single-family homes known as FOREST RIDGE (the “**Community**”) and may include public or private streets, associated improvements, landscaped areas, entranceway and community border features, reserves, open or green spaces, and storm water drainage facilities.
3. Developer desires hereby to restrict the use and occupancy of the Subject Property and provide for the preservation of the values of and amenities in the Community for the benefit of the present and future Owners of the Lots and the Improvements constructed on them.
4. Developer hereby declares that all of the Subject Property shall be encumbered with the following covenants, easements, restrictions and conditions which shall run with the land and be binding on all parties having any right, title or interest in the Subject Property, or any part thereof, their heirs, successors and assigns, including the future Owners of any Lot, the Developer, the Developer’s successors and assigns, and any utility companies, whether public or private, who are granted rights herein.
5. Further, Developer deems it desirable for the accomplishment of these objectives to create an association to which is delegated and assigned the non-exclusive right and obligation to administer and enforce the provisions hereof, to own certain property, to have easement rights with respect to certain property, to administer such property, and to collect and disburse funds necessary to accomplish these objectives. Accordingly, Developer shall cause to be incorporated a homeowners’ association under and pursuant to the laws of Ohio, whose Members are and will be all of the Owners of a Lot or Lots in the Community.

COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS AND ASSESSMENT LIENS

NOW THEREFORE, in pursuance of a general plan for the protection, benefit, and mutual advantages of the property in the Community, Developer hereby declares that all of the Subject Property shall be held, developed, improved, encumbered, sold, conveyed and occupied subject to the following covenants, easements, and restrictions:

1. DEFINITIONS.

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

- (a) **“Additional Easement Areas”**-- those areas, whether or not shown on the plat of the Community, which Developer has determined shall be subject to further easements for the benefit of the Community.
- (b) **“Additional Property”** -- property that may in the future be subjected to the plan for the Community provided hereby, and consists of such property as Developer, in its sole discretion, may from time to time determine and designate as Additional Property.
- (c) **“Architectural Review Committee”** -- the group of individuals having the power and authority to establish and enforce architectural standards governing the construction of Improvements in the Community.
- (d) **“Articles” and “Articles of Incorporation”** -- the articles, when filed with the Secretary of State of Ohio, incorporating FOREST RIDGE Homeowners’ Association, Inc. (the **“Association”**) as a non-profit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio (**“Chapter 1702”**).
- (e) **“Assessments”** - charges levied by the Association on Lots and their Owners, consisting of Operating Assessments, Special Assessments, and Individual Lot Assessments.
- (f) **“Association”** -- an association of all of the Owners of Lots in the Community, at any time, except Owners of Exempt Property with respect to that property. The Association is being incorporated as an Ohio non-profit corporation named “FOREST RIDGE Homeowners’ Association, Inc.”
- (g) **“Board”** -- the Board of Directors of the Association.
- (h) **“Code of Regulations” and “Code”** -- the Code of Regulations of the Association (sometimes referred to as “bylaws”) created under and pursuant to the provisions of Chapter 1702, providing certain operating rules and procedures for the Association.
- (i) **“Common Elements”** -- all real and personal property now or hereafter acquired by the Association, or benefited by easement to it, pursuant to the provisions hereof, or otherwise, for the common use and the enjoyment of the Owners, or for the operation of the Association. The Common Elements may include open spaces, Reserves, entranceway and community border features, detention areas, and other property designated by Developer or the Board (as the Board will be constituted following the Turnover Date) to be Common Elements, and benefiting the Owners of the Lots in the Community.
- (j) **“Common Expense”** - costs and expenses incurred by the Association in fulfilling its functions pursuant to the provisions of the Governing Documents.

- (k) **“Community”** or **“FOREST RIDGE”** – all property that at any time has been subjected to the provisions of this Declaration, and initially includes all of the property described in Exhibit A, and which may be expanded to encompass all or any part of the Additional Property.
- (l) **“Developer”** -- DEVELOPER, Inc. and any successor or assign to which it specifically assigns any of its rights and which assumes its obligations hereunder by a written instrument.
- (m) **“Exempt Property”** -- means the portion of the real property comprising the Community (a) now or hereafter dedicated to common public use or owned by the United States, the State of Ohio, the County, the City, any school board, or similar governmental body, or any instrumentality or agency or any such entity, for so long as any such entity or any such instrumentality or agency shall be the owner thereof, or (b) owned by the Association; provided in either such case, the same is not utilized as a residence.
- (n) **“Governing Documents”** -- the Association’s Articles of Incorporation, Code of Regulations, its Rules, and all amendments thereto, this Declaration, and all amendments thereto, and applicable building and zoning laws and ordinances.
- (o) **“Improvements”** -- all buildings, outbuildings, garages and structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools; swing-sets, playground equipment, playhouses and forts; tennis and all other types of permanently installed recreational courts, fixtures and facilities; slope and drainage features, structures and conditions; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches; planted trees, hedges, shrubs and other forms of landscaping; and all other improvements and/or structures of every type.
- (p) **“Individual Lot Assessment”** -- an assessment that the Board may levy upon a Lot and its Owners to reimburse the Association for costs incurred solely on behalf of that Lot, or the Owners thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner of that Lot; costs of additional insurance premiums reasonably allocable to an Owner because of use of Improvements on that Lot; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; administrative charges for violations of the Governing Documents, late charges, and interest on delinquent assessments, and costs of collection of delinquent obligations to the Association, including attorneys fees and court costs, and all other charges reasonably determined to be chargeable solely to a Lot and its Owners.
- (q) **“Lot”** -- a separate parcel of real property now or hereafter identified upon a recorded subdivision plat of property in the Community, or any portion thereof, or recorded re-subdivision thereof, and any other separate parcel of real property designated as a Lot by Developer, and subjected to the provisions of this Declaration, excluding the Common Elements and any portion of the Community dedicated for public use.

- (r) **“Manager”** -- the person or entity retained by the Board to assist in the management of the Association.
- (s) **“Member”** -- any person or entity meeting the requirement for membership in the Association.
- (t) **“Occupant”** -- a person lawfully residing in a dwelling on a Lot, regardless of whether that person is an Owner.
- (u) **“Operating Assessments”** -- an assessment that the Board may levy upon all Lots, other than Exempt Property, and their Owners, pursuant to the terms of this Declaration, to provide funds to pay Common Expenses, that is, funds needed to meet cash requirements of the Association for its operations and reasonable reserves.
- (v) **“Owner”** and **“Lot Owner”** -- the record Owner, whether one or more Persons, of fee simple title to a Lot, excluding vendors under recorded land installment contracts, but including the vendees, and excluding the Developer and all others having an interest merely as security for performance of an obligation.
- (w) **“Person”** -- a natural individual, trustee, corporation, partnership, limited liability company, or other legal entity capable of holding title to real property.
- (x) **“Reserves”** -- one or more of the Reserves or open spaces in the Community, as delineated and shown on a recorded plat and subjected to the provisions hereof.
- (y) **“Rules”** -- the rules and regulations governing use of property in the Community as may be established by the Board from time to time.
- (z) **“Special Assessment”** -- an assessment that the Board may levy upon all Lots, except Exempt Property, to pay for unanticipated operating deficiencies, or to pay for capital expenditures not regularly budgeted and not to be paid out of monetary reserves, such as costs for major capital improvement replacements and for major new capital improvements, or any other similar purpose determined appropriate by the Board.
- (aa) **“Turnover Date”** -- the date on which Developer relinquishes its exclusive right to appoint all members of the Board, which date shall be no later than the date when the Community has been fully developed, and all Lots have been deeded to bona fide purchasers, provided Developer reserves the right, in its sole and unfettered discretion, to turn over control of the Association, or selected functions thereof, at such earlier time as it determines in its sole discretion.

2. GOALS.

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

- (a) Promotion of the health, safety and welfare of all Owners and Occupants of property in the Community;
- (b) Ownership, administration, preservation, beautification and maintenance of the Community's Common Elements and all Improvements thereon;
- (c) Enforcement of architectural controls and restrictions applicable to the Community;
- (d) Compliance with all zoning and similar governmental regulations applicable to the Community; and
- (e) Provide for mandatory membership of Lot Owners in the Community, as it may be constituted, from time to time, in the Association, and the assessment and collection of funds to fulfill its objectives.

3. THE ASSOCIATION.

3.1. Purposes.

The Association shall apply all funds received by it pursuant hereto, and all other funds and property received by it from any source, to the fulfillment of the purposes of the Association as hereinbefore provided. The purposes of the Association are to:

- (a) To own, repair, maintain, regulate the use of, and to have easements with respect to various facilities and amenities in the Community that benefit all of the Community and its Owners and Occupants, including, without limiting the generality of the foregoing, the Common Elements and such other Improvements and amenities as designated to be Common Elements by Developer, and after the Turnover Date, by the Board;
- (b) administer and enforce the provisions of the Governing Documents; and
- (c) assess, collect and disburse funds necessary to fulfill these purposes.

3.2. Mandatory Membership.

Every Lot Owner shall be a Member of the Association. In the case of a Lot that is the subject of a recorded land installment contract, the vendee or vendees under that installment contract and not the vendor shall, while holding such interest, be a Member of the Association. There shall only be one membership per Lot. In the event the fee simple interest in a Lot, or ownership of the vendee interest in a Lot, is held by more than one Person, the co-interest holders of such interests while holding such interests shall have only one membership in the Association as tenants-in-common, with respect to that Lot. Such membership is appurtenant to and inseparable from such interests. Status as a Member shall automatically transfer to the transferee of that interest at the time the fee simple interest is transferred of record. Initially those Lots to which these membership provisions apply shall be those Lots that are subjected hereby to the provision of this Declaration, but as portions of the Additional Property or additional portions of the Community are subdivided and platted into Lots, and the Lots therein

subjected by amendments hereto to the plan hereof, membership in the Association shall extend to and encompass the holders of fee simple interests in those Lots, and holders of vendee interests under recorded land installment contracts with respect to those Lots, on the same basis as set forth herein for membership. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation and the giving of a security interest or mortgage shall not terminate the membership of any Owner, provided further, there shall not be a membership appurtenant to a Lot dedicated to common public use or owned by any governmental body, instrumentality or agency for so long as such body, instrumentality or agency owns that Lot and so long as it is not utilized as a residence, nor for a Lot, if any, that becomes a Common Element, for so long as it remains a Common Element. Voting and all other matters regarding the governance and operation of the Association shall be as set forth in the Governing Documents.

3.3. Powers; Authority; Duties.

The Association shall have all the rights, powers, and duties established, invested, or imposed in it pursuant to the Governing Documents, and the laws of the State of Ohio applicable with respect to Ohio non-profit corporations. Among other things, the Association, through its Board, shall have the power to acquire, own and convey real estate, hold easements with respect to, and maintain the Common Elements, enforce and administer the Declaration, Rules, restrictions and covenants applicable to the Community, sue and be sued, levy and collect assessments, collect and maintain reserves for replacements or anticipated expenditures, enter into contracts, mortgage and pledge all revenue received and to be received and/or to assign and pledge all revenues received or to be received by it under any provisions of these covenants, including, but not limited to, the proceeds of the assessments payable hereunder, and take such other actions as it deems appropriate to its purposes. 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 surpluses to the reduction of the amount of the 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 effectuation of its purposes.

3.4. Other Agreements.

The Association shall have the power and authority to contract with any person, corporation, firm or other entity, for the exercise of any one or more of the various powers and authority granted to and duties to be performed by the Association hereunder, and to delegate such powers and authority to any agent or employee of the Association, and the exercise of those powers and authority by such person, corporation, firm, entity, agent or employee shall be deemed the exercise of those powers and authority by the Association, except that no independent contractor shall be deemed by virtue of these provisions to be the agent of the Association. There shall be no requirement of any bond or surety for the Association, its agents, employees, or others assuring the exercise of the powers and authority granted hereunder, except as the Board shall in its sole discretion deem necessary or desirable for the safeguarding of any funds received by the Association. The Association may enter into agreements with other community, subdivision and condominium associations and/or master associations pursuant to

which the Association agrees (i) to share in the cost of maintaining, repairing and replacing landscaping, storm water retention facilities, mounding, fencing and any other improvements or services that benefit the Community or the Members; and (ii) grant reciprocal rights, licenses and/or easements to members of each such associations to use and enjoy each other's common elements, subject to such rules and regulations, restrictions and fees as the Association may determine from time to time.

3.5. Rules and Regulations.

The Association may make and enforce reasonable Rules governing the use, operation and/or maintenance of the property which is a part of the Community, which shall be consistent with the other provisions of the Governing Documents. The Association shall have the power to impose sanctions on Members and Owners for any infraction of the Governing Documents, including the provisions hereof and the Rules, which such sanctions may include without limitation: (i) reasonable monetary administrative charges which shall be considered Individual Lot Assessments; (ii) suspension of the right to vote as a Member of the Association; and (iii) suspension of the right of the Owner and that Owner's Occupants, licensees, and invitees, to use the Common Elements or any part thereof. In addition, the Board shall have the power to seek relief, including injunctive relief, in any court for violations or to abate violations of the provisions of the Governing Documents. If the Board expends funds for attorneys' fees or litigation expenses in connection with the enforcement of any provision of the Governing Documents, the amount so expended shall be due and payable by the Owner of the Lot whose Owner, Occupant, licensee or invitee violated the provisions of the Governing Documents, and the same shall be an Individual Lot Assessment against such Owner's Lot.

3.6. Implied Rights.

The Association may exercise any other right or privilege given to it expressly by the laws of the State of Ohio or any provision of the Governing Documents, and every other right or privilege reasonably implied from the existence of any right or privilege granted thereby, or reasonably necessary to effect any such right or privilege.

3.7. Managing Agent.

The Board may retain and employ on behalf of the Association a Manager, which may be Developer, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreement shall not exceed one year and shall allow for termination by either party, without cause and without penalty, upon no more than ninety (90) days prior written notice.

3.8. Insurance.

- (a) Fire and Extended (Special Form) Coverage. The Association shall, with respect to insurable property or interests owned by it, obtain and maintain insurance for all buildings, structures, fixtures and equipment and common personal property, now or at any time hereafter constituting a part of the Common Elements, against loss or damage

by fire, lightning, and such other perils as are ordinarily insured against by standard coverage endorsements, with such limits, deductibles, and coverage as is deemed appropriate by the Board. This insurance:

- (i) shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on any Lot, or other property, and its appurtenant interest, superior to the lien of a first mortgage;
 - (ii) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class A-/VIII, or better, as determined by the then latest edition of Best's Insurance Reports or its successor guide;
 - (iii) shall be written in the name of the Association;
 - (iv) shall not be cancelled upon less than thirty (30) days notice to the Association; and
 - (v) unless otherwise determined by the Board, shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and directors, and all Owners.
- (b) Liability Coverage. The Association shall obtain and maintain a Commercial General Liability policy of insurance covering all of the Common Elements and the functions of the Association insuring the Association, the directors, and its Members, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (b) \$1,000,000, for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of any Member because of negligent acts of the Association, the Board, or other Members, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements, and other legal liability, including liability under contractual indemnity clauses and liability arising out of lawsuits related to any employment contracts of the Association. Each such policy must provide that it may not be canceled or substantially modified by any party, without at least thirty (30) days prior written notice to the Association.
- (c) Other. The Association may, in the Board's discretion, obtain and maintain the following insurance: (a) fidelity bond coverage for all officers, directors, Board members and employees of the Association and all other persons handling or responsible for handling funds of the Association, (b) officers' and directors' liability insurance, (c) workers' compensation insurance, (d) additional insurance against such other hazards and casualties as is required by law, and (e) any other insurance the Board deems necessary.

- (d) Use of Proceeds. In the event of damage or destruction of any portion of the Common Elements, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Member hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Board may levy a Special Assessment pursuant to the provisions hereof to cover the additional costs.

3.9. Condemnation.

The Association shall represent the Members in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements, or any portion thereof. Each Member hereby irrevocably appoints the Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Association, to be held and used for the benefit of the Members, as determined by the Board.

3.10. Books; Records.

Upon reasonable request of any Member, the Association shall be required to make reasonably available for inspection by any Member all books, records and financial statements of the Association, except for those items deemed privileged, protected, or confidential in accordance with applicable law, rules or regulations. The Association may charge a reasonable fee to cover the administrative costs of handling, copying, delivering, etc., the requested documents.

4. THE COMMON ELEMENTS.

Developer may, from time to time, at Developer's option, convey to the Association, for the use and benefit of the Association and the Owners and Occupants, real or personal property, or any interest therein, as part of the Common Elements, provided that property is free and clear of all encumbrances except real estate taxes and assessments, if any, not presently due and payable, zoning and building laws, ordinances and regulations, legal highways and restrictions, conditions, easements of record, including, to the extent Developer so determines, those contained herein, and all other liens and encumbrances of record or otherwise affecting the property. All such Common Elements shall consist solely of property (i) benefiting two or more Lots, Owners, and/or Occupants in the Community, as the same may from time to time be constituted; or (ii) as required by zoning. In addition, the Developer may also grant such easements to the Association as the Developer, in its sole discretion, determines to be of benefit to the Community, as the Community may be constituted from time to time. The Association may also acquire, hold, manage, operate, maintain, improve, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Developer.

5. ASSESSMENTS.

5.1. Types of Assessments.

Subject to the provisions of this Article, each Lot Owner, shall be subject to the following Assessments, which by acceptance of a deed to a Lot (whether or not it shall be so expressed in such deed) covenants and agrees to pay to: (a) Operating Assessments, (b) Special Assessments, and (c) Individual Lot Assessments, all of which are to be established and collected as hereinafter provided. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Elements or by abandoning that Owner's Lot.

5.2. Operating Assessments.

For the purposes of providing funds to pay:

- the cost of the maintenance, repair, replacement, and other services to be provided by the Association;
- the costs for insurance and bond premiums to be provided and paid for by the Association;
- the cost for utility services, if any, charged to or otherwise properly payable by the Association;
- the costs for construction of new capital improvements on Common Elements not replacing capital improvements installed by Developer;
- the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;
- an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and
- the costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, landscaping, mowing, planting, lighting, pavement maintenance, snow and ice removal and mitigation, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs of operations of the Association not otherwise specifically excluded;

the Board shall establish, levy and collect Operating Assessments against each Lot and its Owners subject to the same, an equal pro rata share of such costs, in accordance with the following:

- (a) Initial Period. Commencing the first day of the first full month after a Lot with a dwelling constructed thereon has been conveyed by Developer to a home purchaser, each Lot Owner shall be subject to and pay to the Association an Operating Assessment for the remainder of the calendar year, as determined by the Board, prorated in the proportion that the number of full calendar months remaining in the calendar year from the date of the closing of the conveyance of the Lot is to twelve (12). This amount may have been prepaid by the Developer and if so, a credit back to the Developer will be collected at the closing on the Lot.
- (b) Subsequent Calendar Year. Prior to January 1 (or a reasonable time thereafter) of each calendar year thereafter, the Board shall establish a budget for anticipated operating expenses for the next following Operating Assessment period commencing January 1 and ending the following December 31, and apportion the amount so determined in equal shares among all Lots in the Community that have had a dwelling constructed thereon and that have been conveyed to a bona fide home purchaser, and assess each such Lot and its Owner or Owners for the apportioned amount.
- (c) Due Dates. The Operating Assessments shall be due in monthly, quarterly, semi-annual, or annual installments, as the Board may determine. Except for the initial payment of Operating Assessments, notice of Operating Assessments, or if payable in installments, the dates those installments are due, shall be given to a Lot Owner not less than thirty (30) days prior to the date the Operating Assessment, or first installment thereof, is due.

5.3. Special Assessments.

The Board may levy against all Lots subject to Operating Assessments, and their Owners, Special Assessments to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures and not to be paid out of reserves, unanticipated operating deficiencies or any other purpose determined appropriate by the Board in furtherance of its functions hereunder. Those Special Assessments shall be allocated among Lots on the same basis as Operating Assessments are to be allocated, and shall be due and payable on such basis and at such times as the Board directs, provided that no such Special Assessment shall be due and payable on fewer than thirty (30) days written notice.

5.4. Individual Lot Assessments.

The Board may levy an Individual Lot Assessment against any Lot Owner to reimburse the Association for costs incurred on behalf of that Lot, or as a consequence of any act or omission by any Owner, Occupant, or invitee thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other administrative and enforcement charges, including attorneys' fees, incurred by the Association reasonably

determined to be an Individual Lot Assessment by the Board. By way of illustration, and not of limitation, the Board may levy an Individual Lot Assessment in the nature of an administrative charge reasonably determined by the Board against any Lot Owner who violates any provision of the Governing Documents, or who suffers or permits the Members, guests, invitees or tenants of that Owner's Lot to violate the same or any provision of the Governing Documents, including the restrictions contained herein and in the Rules. Upon its determination to levy an Individual Lot Assessment, the Board shall give the affected Lot Owner written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Individual Lot Assessment no fewer than ten (10) days prior to the effective date of the levy of any such Lot Assessment.

5.5. Remedies.

- (a) Acceleration. If any installment of an Assessment, or portion thereof, is not paid within ten (10) days after the same has become due, the Board, at its option, without demand or notice, may call the entire balance of the Assessment due.
- (b) Late Charge. If any portion of any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board may charge interest on the entire unpaid balance from and after that date at the lesser of (i) the "prime rate" charged locally by a nationally recognized bank in the Columbus area plus five percent (5%) per annum or (ii) the highest rate permitted by law, together with a reasonable administrative collection charge, as established by the Board.
- (c) Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any and all costs of collection, including reasonable attorneys' fees, shall become the joint and several personal obligation of the Owners of the Lot charged the same, beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute and prosecute to completion an action at law on behalf of the Association against the Owner or Owners personally obligated to pay any delinquent Assessment, and/or an action to foreclose the Association's lien or liens against a Lot or Lots for unpaid Assessments owed by that Lot and the Owner or Owners thereof. In any such action, interests and costs of such action, including reasonable attorneys' fees, shall be added to the amounts owed by the Owner or Owners and the Lot to the extent permitted by Ohio law.
- (d) Liens. All unpaid Assessments, or portions thereof, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment, or portion thereof, remains unpaid for ten (10) days after it is due, then the Board may authorize any Officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and collection costs, including attorneys' fees, with the appropriate governmental office. The certificate shall contain a description of the Lot which the lien encumbers, the name of the Owner or Owners of that Lot, and the amount of the unpaid portion of the Assessment. The certificate may be signed by any Officer, authorized agent or the Manager of the Association or its authorized representative. Upon the filing of the

certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. The Assessment lien shall remain valid for a period of five (5) years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State of Ohio for the release and satisfaction of mortgages on real property, or until the lien is discharged by the final judgment or order of any court having jurisdiction.

- (e) Subordination of Lien. The lien of the Assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Lot recorded prior to the date on which such lien of the Association is perfected by recording a certificate of lien, and any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid Assessments against the mortgaged Lot which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Owner.
- (f) Contested Lien. Any Owner or Owners who believe that an Assessment chargeable to that Owner or Owner's Lot, and for which a certificate of lien has been filed by the Association has been improperly charged against that Lot or Unit, may bring an action in the Court of Common Pleas in the county where the Subject Property is located for the discharge of that lien and/or for a declaratory judgment that such Assessment was unlawful. The filing of such action shall not be grounds for an offset or to withhold payment. In any such action, if it is finally determined that all or a portion of the Assessment has been improperly charged to that Lot, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien and a refund of an Assessment or portion thereof determined to be unlawful.
- (g) Estoppel Certificate. The Board shall, within a reasonable time following receipt of a written demand and for a reasonable charge, furnish a certificate signed by the President or other designated representative of the Association, setting forth whether the Assessments on a specified Lot have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.
- (h) Suspension of Vote and Use of Common Elements. If any Assessment remains unpaid for thirty (30) days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Elements, shall be suspended until such Assessment is paid. In any case, suspension of any such rights shall be subject to the right of an Owner, Occupant, or their licensees or invitees, to necessary ingress and egress to and from that Owner's Lot.

6. MAINTENANCE.

6.1. Maintenance by Association.

Subject only to budgetary limitations and the right of the Board to exercise reasonable business judgment, the Association shall maintain and keep the Common Elements in good,

clean, attractive, and sanitary condition, order and repair. This maintenance shall include, without limitation, maintenance, repair, and replacement of all Improvements situated upon the Common Elements, including but not limited to the Reserves, any open spaces, signage, entranceways, community border areas, the maintenance, repair and replacement of any Additional Easement Areas (except as provided for in 6.5 below), and the maintenance, repair and replacement of all personal property used in connection with the operation of the Association.

6.2. Maintenance by Owner.

Each Owner or Occupant shall repair, replace, and maintain in good order and condition, at that Person's expense, all portions of Improvements on and equipment and components located upon that Owner's Lot. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at that Owner's expense all maintenance, repairs and replacements of Improvements on such Lot. No Lot or other Improvement shall be permitted to become overgrown, unsightly or fall into disrepair. Each Owner shall maintain that Owner's Lot in accordance with the Rules and the requirements set forth by the Association as provided for herein.

6.3. Right of Association to Repair Lot.

In the event any Owner fails to maintain that Owner's Lot in the manner required herein, and that Lot remains in disrepair for a period of thirty (30) days after notification by Developer or the Association to said Owner, and if the Board or Developer determines that any maintenance of that Lot or Improvements thereon is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Elements by Owners, to prevent damage to or destruction of any other part of the Common Elements, to preserve the value of the Community, or to comply with the Rules or the terms of this Declaration, then the Board or Developer may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance, and the Board may levy an Individual Lot Assessment for all reasonable expenses incurred or, if performed by Developer, those expenses shall be reimbursed by the Owner to Developer.

6.4. Damage to Common Elements By Owner or Occupant.

In the event the need for maintenance or repair of any part of any Common Element is caused by the negligent or intentional act of any Lot Owner or Occupant, or that Person's licensees or invitees, or in the event any Common Element is damaged by any Owner or Occupant, or that Person's licensees, or invitees, then the Board may maintain, repair, and/or replace the same and the cost thereof shall constitute an Individual Lot Assessment against such Lot and its Owner. The determination that such maintenance, repair or replacement is necessary and/or has been caused so caused, shall be made by the Board in its sole discretion. The Association shall be entitled to enter a Lot to repair or maintain any Common Elements adjacent to such Lot.

6.5. Additional Easement Areas.

The Additional Easement Areas shown on Exhibit B attached hereto shall be maintained as follows: [*to be determined as necessary*].

7. ARCHITECTURAL STANDARDS.

All property at any time subject to the provisions hereof shall be governed and controlled by the following:

7.1. Architectural Review Committee.

The Architectural Review Committee shall be a committee consisting of three (3) persons. Until the Turnover Date, Developer shall have the sole and exclusive right to appoint and remove all three (3) members of the Architectural Review Committee, at will. After that date, the Board shall have the right to appoint all three (3) members to the Architectural Review Committee. The Architectural Review Committee shall have the exclusive authority, by action of two (2) or more of the members thereof, at a private or public meeting, to determine the architectural standards which shall govern the construction of Improvements on a Lot. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause that Owner's Lot and any Occupant thereof to comply with the standards adopted by the Architectural Review Committee. No Improvement shall be placed, erected or installed on a Lot, and no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) shall be commenced or continued until and unless the Owner first obtains the written approval thereof by the Architectural Review Committee and otherwise complies with any zoning and building regulations and all provisions hereof.

7.2. Modifications.

Except as otherwise provided herein, the Architectural Review Committee shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to a Lot. No person shall construct any Improvement on any Lot, including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, install any permanent recreational device, swing-set, playground, basketball hoop, or other similar Improvement, change the grade or contour of any Lot, change the material of any driveway, modify the exterior lighting, change the mailbox or address marker, construct any porch, deck, patio, gazebo, or pool, modify any landscaping, install any signs or satellite dishes not otherwise permitted herein or by federal law, without the prior written consent of the Architectural Review Committee. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Architectural Review Committee for its approval. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate interior Improvements without such approval.

7.3. Variances.

To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of these provisions, the Architectural Review Committee shall have the authority to grant reasonable variances from the provisions hereof, provided that the activity or condition is not prohibited by applicable law, including but not limited to township zoning or county building regulations; and provided further that, in the judgment of the Architectural Review Committee, the variance is in the best interests of the community and is within the spirit of the standards of the Architectural Review Committee. No variance granted pursuant hereto shall constitute a waiver of any provision hereof as applied to any other person or any other part of the Community.

7.4. Improvements by Developer.

Notwithstanding the foregoing to the contrary, all Improvements and landscaping constructed by the Developer, its agents, or its successors and/or assigns shall be deemed to comply in all respects with this Declaration and the requirements of the Architectural Review Committee, and the Developer, its successors and assigns, shall have the exclusive right to approve the initial construction of a residence upon any Lot even following the Turnover Date.

7.5. Liability Relating to Approvals.

Neither Developer, the Association, the Board, the Architectural Review Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors and assigns, shall be liable to anyone submitting plans and specifications for approval by reason of mistakes of judgment, negligence, or nonfeasance arising out of, or in connection with the approval or disapproval or failure to approve the same. Every Person and Lot Owner who submits plans and/or specifications or otherwise requests approval from the Architectural Review Committee agrees, by submission thereof, that they will not bring any action or suit, seek damages, or otherwise attempt to compel the approval of the same. Each Lot Owner shall be responsible for ensuring that any Improvements constructed on their Lot comply with any zoning ordinances and any easements, covenants and conditions of record.

8. USE RESTRICTIONS.

The following restrictions and covenants concerning the use of each Lot and occupancy of Improvements thereon shall run with the land and be binding upon the Developer and every Owner or Occupant, their respective heirs, successors and assigns, as well as their family members, guests, licensees and invitees:

8.1. Use of Lots.

Except as otherwise specifically provided in this Declaration, no dwelling on a Lot, nor any portion of any Lot, shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, Specifically, no dwelling may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. In

addition, no building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not to exceed two and one-half stories in height, and each such dwelling shall have an attached two car garage. No bi-level homes shall be permitted. As used herein, “bi-level home” shall mean a home having two levels with an integral garage on the lower level. No home shall be constructed on any Lot having a garage with a lower elevation than the street elevation such that the garage and/or driveway are depressed below the finished grade of the Lot. No structure of a temporary character, such as a trailer, tent, shack, vehicle port, barn, pet dwelling including pet fenced in pet areas behind houses, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently; provided, however, that nothing herein shall prevent the use of trailers or temporary buildings by Developer or builders approved by Developer, for sales and construction management and related uses during the construction and sale of homes in the Community or home remodeling after initial construction. All homes shall comply with material standards as approved under the applicable zoning text and/or by Liberty Township or Delaware County for this Community and by the Architectural Review Committee.

8.2. Minimum Square Footages.

No dwelling shall be permitted on any Lot on which the floor area of the main structure is less than what is required by the applicable zoning and subdivision control requirements governing Lots located in the Community.

8.3. Use of Common Elements.

The Common Elements may be used only in accordance with the purposes for which intended and for any reasonable purposes incidental to the residential use of Lots. All uses of the Common Elements shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and/or enjoyment of the Owners and/or Occupants, and shall comply with the provisions of this Declaration and all other Governing Documents, and the laws of the State.

8.4. Hazardous Actions or Materials.

Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Elements that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Elements, or that might or that does unreasonably disturb the quiet occupancy of any Person residing on any other Lot. These provisions shall not be construed so as to prohibit Developer or any other builder in the Community from construction activities consistent with reasonable or customary residential construction practices.

8.5. Signs.

No signs of any character shall be erected, posted or displayed upon property in the Community, except: (i) marketing signs installed by Developer while marketing Lots and residences for sale; (ii) street and identification signs installed by the Association, Developer, or any governmental agency; (iii) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; (iv) on any Lot, one

temporary real estate sign not to exceed six (6) square feet in area advertising that such Lot is for sale; and (v) except to the extent preempted by federal law, up to three (3) temporary political signs of not more than six (6) square feet each, expressing support for or opposition to an individual candidate or issue which is the subject of a current election, provided the same comply with any local ordinances and any Rules established by the Board. No signs shall be placed in the Common Elements.

8.6. Animals.

Except as hereinafter provided, no animals, reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot, or in or upon any part of the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a dwelling on a Lot, provided that: (i) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy administrative and enforcement charges against persons who do not clean up after their pets; and (ii) the right of an Owner or Occupant to maintain an animal in a dwelling on a Lot shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance, creates a detrimental effect on the Community or other Lots or Occupants, or possession of which violates any law, rule or ordinance promulgated by a governmental or quasi-governmental entity. Any animal defined as “vicious” or “dangerous” pursuant to the provisions of Ohio Revised Code Chapter 955, as the same may be amended from time to time, is specifically prohibited. Outdoor doghouses, animal cages or runs are prohibited without the express prior approval of the Architectural Review Committee.

8.7. Nuisances.

No noxious or offensive trade or activity shall be permitted on any property in the Community or within any dwelling located on any Lot. No soil shall be removed for any commercial purpose.

8.8. Business.

No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on any Lot, without the prior written approval of the Board. Notwithstanding the foregoing, (i) a “home office” use is permitted, provided such use does not entail any non-resident employees, generate any traffic or additional parking, require any signage, and is operated in compliance with all laws including any Rules established by the Board and applicable Liberty Township regulations; (ii) an Owner or Occupant may maintain a personal or professional library, keep personal business or professional records or accounts, conduct personal business, make professional telephone calls or correspond in or from a residence; and (iii) during the construction and initial sales period, Lots, including dwellings and Improvements constructed thereon, and Common Elements may be used for construction and sales purposes, including the construction and operation of sales models and/or trailers by Developer and by builders and developers as approved by Developer, in its sole discretion, until

dwelling have been constructed on all Lots and all Lots with dwellings on them have been conveyed to bona fide residential home purchasers.

8.9. Storage.

No storage buildings, barns or sheds of any kind are permitted on any Lot. This section shall not apply to any storage as may be necessary during the construction or remodeling of homes on the Lots.

8.10. Hotel/Transient Uses.

No Lot or Improvement thereon may be used for hotel or transient uses, including without limitation, uses in which an Occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders.

8.11. Vehicles.

The Board is granted the power and the authority to create and enforce reasonable Rules concerning placement and the parking of any vehicle permitted on or in the Community. In addition to its authority to levy Individual Lot Assessments as administrative charges for the violation of the Rules, the Board shall be authorized to cause the removal of any vehicle violating this Declaration or such Rules.

Except as specified below, no trucks, no prohibited commercial vehicles, no boats, no trailers, no campers and no mobile homes shall be parked or stored on any street or on any Lot in the Community (except in the attached garage) for any time period longer than forty-eight (48) hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots.

For the purpose of this section, the terms “truck” and “prohibited commercial vehicle” shall include all vehicles that have a length of more than 21 feet and all vehicles that include any visible exterior storage of tools or materials; provided, however, that up to two (2) ladders may be visible. Dump trucks, tow trucks, flat bed car hauling trucks, panel trucks and vans larger than one-ton capacity, pickup trucks larger than one ton capacity, and semi type tractors and trailers, shall in every instance be considered to be to be a prohibited truck and/or a prohibited commercial vehicle. For the purpose of this section, the word “trailer” shall include landscaping trailer, open bed trailer, trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of personal property, whether resting on wheels, jacks, tires or other foundation.

Furthermore, no automobile, truck, or other motor-driven vehicle, or trailer, in a condition where it is unlicensed, unregistered, apparently inoperable, extensively damaged, disabled, dismantled, or otherwise not in a condition to be lawfully operated upon the public highway, or any vehicle component or part, shall be placed, parked or stored in any visible

location on or in front of a Lot or residence for a period of time longer than thirty (30) days. After this time the vehicle, trailer or part shall be deemed to be a nuisance, and shall be removed.

8.12. Trash.

Except for the reasonably necessary activities of Developer during the original development of the Community, no burning or storage of trash of any kind shall be permitted in the Community. All trash shall be deposited in covered, sanitary containers, and these containers shall at all times be screened from view from any other Lot or street, except when temporarily placed outside for trash collection. No emptied trash containers shall be allowed to remain visible for more than eight hours following the trash pick-up.

8.13. Antennae.

No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on a Lot, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission, except that this restriction shall not apply to satellite dishes with a diameter less than one (1) meter, erected or installed to minimize visibility from the street which the dwelling fronts. Notwithstanding the foregoing, roof-mounted satellite dishes are to be limited to the maximum extent possible by law.

8.14. Utility Lines.

All new utility lines in the Community shall be underground, subject only to the exceptions required by governmental authorities having jurisdiction, utility companies, Developer, and the Board.

8.15. Tanks.

No tanks for the storage of propane gas, fuel oil or any other combustible substance shall be permitted to be located above or beneath the ground of any Lot except that propane gas grills are permitted. This section shall not apply during the construction of any homes on the Lots or to any Lot containing Developer's sales trailer.

8.16. Street Tree.

Developer may designate one or more trees as deemed necessary by Developer along the street in front of each Lot at a ratio of 1 tree per 40' on center as a "street tree". If Developer determines to designate street tree(s) then each Lot Owner agrees to care for, and, if necessary, replace such tree or trees at the Owner's expense with a like type of tree having a caliper greater than or equal to 2".

8.17. Mailbox.

Developer may designate and require a curbside mailbox for each Lot, with a design and composition that will provide uniformity to the subdivision. Each mailbox shall have the street

numbers for the Lot on each side of such mailbox. If the mailbox is damaged, destroyed or deteriorates, then each Owner, at such Owner's expense, shall repair or replace such mailbox with an identical mailbox, or if unavailable, with another of a like kind, design, pattern and color as the initial mailbox.

8.18. Yard Lights and Lamp Posts.

All yard lights and lamp posts, if any, shall conform to the standards set forth by the Architectural Review Committee. If a yard light or lamp post is damaged, destroyed or deteriorates, then each Owner, at such Owner's expense, shall repair or replace such yard light and/or lamp post with an identical yard light or lamppost, or if unavailable, with another of a like kind, design, pattern and color as the initial yard light and/or initial lamp post.

8.19. Fencing.

No perimeter fencing shall be allowed on any Lot. Fencing may be permitted for privacy around decks, patios, hot tubs, etc., and shall not exceed 42 inches in height, but may be required to include landscaping screening where utilized by the Architectural Review Committee. No chain link and no wire fencing shall be permitted. Fence posts may be no higher than 6 inches above the top rail, with the exception of fencing around swimming pool which shall be a minimum of 54 inches in height. Fences shall be at least 50% open. Pool fencing may be aluminum or wrought iron and must comply with applicable Township and County Codes. The Developer may install fencing as part of entry feature improvements and landscape buffering and/or screening along adjacent properties, which shall be maintained by the Association.

8.20. Swimming Pools/Hot Tubs.

No above-ground swimming pool extending twelve (12) inches or more above the finished grade of the Lot shall be permitted upon any Lot except that this restriction shall not prohibit the installation of a hot tub that is properly screened. In the event that an in-ground swimming pool is permitted to be installed on a Lot and applicable governmental safety regulations require a fence, then such fence shall be permitted notwithstanding any provision of Section 8.19 to the contrary, provided such fence shall be subject to prior written approval of the Architectural Review Committee as to design and location on the Lot.

8.21. Compliance with Zoning.

Certain provisions of this Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval processes in the State, County, and/or Liberty Township in which the Subject Property is located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding, and as such requirements may be amended or modified, is required by this Declaration.

8.22. Miscellaneous.

The following Improvements shall not be permitted on any Lot in the Community:

- (a) outdoor clotheslines;
- (b) window air conditioning units on any window facing a street;
- (c) wind turbines or similar wind-powered energy generating equipment;
- (d) solar panels

9. EASEMENTS AND LICENSES.

9.1. Easement of Access and Enjoyment Over Common Elements.

Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Elements, which rights shall be appurtenant to, and shall pass with the title to, that Person's Lot, subject to the terms and limitations set forth herein, and subject to the Rules. An Owner may delegate that Person's rights of access and enjoyment to Occupants, licensees and invitees.

9.2. Right of Entry for Repair.

The duly authorized agents, officers, contractors, and employees of the Association shall have a right of entry and access to the property subject hereto, including without limitation the Lots, for the purpose of exercising the Association's rights, or performing the Association's obligations as set forth herein. The Association may enter any Lot to remove or correct any violation of any provision hereof, or any Rule, or to maintain, repair, and replace the Common Elements and/or Additional Easement Areas, but only during reasonable hours and after providing reasonable advance notice to the Owner, except in cases of an emergency.

9.3. Easement for Utilities and Other Purposes.

The Board or Developer may convey easements over the Common Elements to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, ducts, cables, and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Community and to any entity for such other purposes as the Board or Developer deems appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with any Owners' use and enjoyment of that Owner's Lot. The Board or Developer may grant such easements over all portions of the Community for the benefit of adjacent properties as the Board or Developer deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon any property in the Community, and further provided that the Board or Developer may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably withheld, delayed or conditioned).

9.4. Easement for Services.

A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mail carriers, delivery persons, cable and television repair personnel, garbage removal personnel, and all similar persons, and to the local governmental authorities and the Association (but not to the public in general) to enter upon the Common Elements and the Lots to perform their duties.

9.5. General.

Unless specifically limited herein otherwise, the easements described herein shall run with the land and pass with the title to the benefited and burdened properties, shall be appurtenant to the properties benefited and burdened thereby, shall be enforceable by the owners of the properties benefited thereby, and shall be perpetual. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered, as the case may be, along with the Lot.

10. UTILITY SERVICES.

Each Lot Owner by acceptance of a deed to a Lot agrees to pay for utility services separately metered or separately charged by the utility company to that Lot, and to reimburse the Association for that Owner's Lot's share of any utility cost that the Board, or its designee, reasonably determines is attributable to use by the occupants of that Owner's Lot. The Association shall arrange for the provision of utility services, if any, to the Common Elements and shall pay the costs of such services separately metered to the Association.

11. MISCELLANEOUS.

11.1. Term.

The provisions hereof shall bind and run with the land for a term of thirty (30) years from and after the date that this Declaration is filed for recording with the Recorder of Delaware County, Ohio and thereafter shall automatically renew forever for successive periods of ten (10) years each, unless earlier terminated with the consent of Members exercising not less than seventy-five percent (75%) of the voting power of all Members.

11.2. Enforcement.

The provisions hereof may be enforced by any proceeding at law or in equity by Developer, any Owner, the Association, the Architectural Review Committee, and each of their respective heirs, successors and assigns, against any Person(s) violating, or attempting to violate, any covenant, restriction, or Rule to restrain and/or to enjoin any violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation

reasonable attorneys' fees) in connection with any violation. The failure or forbearance to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of these rights.

11.3. Amendments.

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

In addition, this Declaration may be amended or modified after the Turnover Date with the approval of Owners holding not less than seventy-five percent (75%) of the voting power of all Owners in the Association; provided, however, that the consent of Developer shall be required for any amendment or modification which affects Developer's rights hereunder, and further provided that the consent of all Owners shall be required for any amendment which effects a change in the voting power of any Owner, the method of allocating Common Expenses among Owners, or the fundamental purpose for which the Association is organized. Any amendment to this Declaration adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in this Declaration by the president and the secretary of the Association, and shall contain their certifications that the amendment was duly adopted in accordance with the requirements of this paragraph. Any amendment so adopted and executed shall be effective upon the filing of the same with the County Recorder of the County in which the Community is located.

11.4. Developer's Rights to Complete Development.

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

11.5. Mortgagee Rights.

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

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

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

11.6. Indemnification.

The Association shall indemnify, defend and hold every Officer, Director, and agent of the Association harmless against any and all claims, liabilities, and expenses, including attorneys' fees, reasonably incurred by or imposed upon any Officer, Director, or agent in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he/she may be a party by reason of being or

having been an Officer, Director, or agent. The Officers, Directors, and agents of the Association shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The Officers, Directors, and agents of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such Officer, Director, and agent free from and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any Officer, Director, or agent, or former Officer, Director, or agent may be entitled by law or the provisions of any other Governing Document.

11.7. Mutuality.

All restrictions, conditions and covenants contained herein are made for the direct, mutual, and reciprocal benefit of Developer, the Association, and the present and future Owners of Lots in the Community, and each part thereof, and their respective personal representatives, heirs, successors, and assigns; the provisions hereof shall create mutual equitable servitudes upon the property submitted to these restrictions and each part thereof in favor of each other part thereof; and any property referred to herein as benefited hereby; the provisions hereof shall create reciprocal rights and obligations between the respective Owners of all such property and privity of contract and estate between all Owners thereof; and the provisions hereof shall, as to the Owner of any such property and those Owners respective heirs, personal representatives, successors and assigns, operate as covenants running with the land for the benefit of all such property and the Owners thereof.

11.8. Severability.

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

11.9. Enforcement; Waiver.

Failure of Developer, the Association or any Owner to enforce any provision of this Declaration or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement by the Association of the provisions hereof or the Rules.

11.10. Notices.

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

writing by the Owner. Any demand, notice or other communication or action given or taken hereunder or by one of the joint Owners of a Lot shall be deemed to be given, taken, or received by all such joint Owners.

11.11. Exhibits.

The Exhibits hereto are a part of this Declaration as if set forth in full herein.

11.12. Construction.

In interpreting words and phrases 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. Any rule of construction to the effect that any ambiguities are to be resolved against the party who drafted the document shall not be utilized in interpreting this Declaration and the Exhibits hereto.

11.13. Captions.

The caption of each article, section and paragraph of this Declaration is inserted only for convenience and does not define, limit or describe the scope or intent of its provisions.

11.14. Additional Disclosures.

[to be determined as necessary]

IN TESTIMONY WHEREOF, Developer has caused the execution of this Declaration on the date first set forth above.

DEVELOPER, INC.,
an Ohio corporation

By: _____/DRAFT/

STATE OF OHIO :
:
COUNTY OF DELAWARE :

The foregoing instrument was acknowledged before me this _____ day of _____, 201____, by

_____,
_____, This instrument prepared by: DEVELOPER, Inc., an Ohio corporation, on behalf of that corporation.

Notary Public

EXHIBIT A

SUBJECT PROPERTY

EXHIBIT B

ADDITIONAL EASEMENT AREAS

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CITY OF PATASKALA

RESOLUTION 2020-048

Passed July 20, 2020

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO EXECUTE A SETTLEMENT AGREEMENT WITH FANNIN LIMITED PARTNERSHIP AND JAMES L. DEAGLE

WHEREAS, Fannin Limited Partnership and James L. Deagle are the fee simple owners of contiguous parcels of certain real property consisting of 52.057 acres owned by Fannin (Licking County Parcel Nos. 255-069072-00.000 and 255-069066-00.005) and 75.73 acres owned by Deagle (Licking County Parcel No. 255-067746-00.000) (“the Property”), and,

WHEREAS, the City, Fannin, and Deagle entered into a Pre-Annexation Agreement on June 4, 2015, pursuant to the authorization of City Council Resolution 2015-035; and

WHEREAS, all three parcels were annexed to the City of Pataskala on October 5, 2015; and

WHEREAS, on May 29, 2018, Fannin and Deagle filed a complaint in Licking County Common Pleas Court, assigned case number 18 CV 551, against the City for breach of contract, equitable relief, and monetary damages arising from the City’s alleged failure to provide water and sewer service to the Property post-annexation; and

WHEREAS, the City denied all claims, causes of action, wrongdoing, and liability asserted in the lawsuit, and

WHEREAS, Fannin and Deagle claimed a right under the Pre-Annexation Agreement to connect the Property to City public water and sanitary sewer services and the City claimed that it was legally prohibited from providing the services because of pre-existing Water and Sewer contracts with the Southwest Licking Community Water and Sewer District as well as the February 26, 2016 Arbitration Award (that resolved various water and sewer disputes between the City and the District); and

WHEREAS, following the Court’s grant of Fannin and Deagle’s motion for summary judgment on their breach of contract claim, the City and the District negotiated new water and sewer contracts that gave the City control over water and sewer service to the Property, and the Parties subsequently agreed to mediate the remaining issues; and

WHEREAS, as a result of a May 19, 2020 mediation, the City, Fannin, and Deagle reached an agreement that permits the City to provide public water and sanitary sewer services to the Property, provides Fannin and Deagle certain promises subject to the approval of Council, and effectuates dismissal of the Lawsuit and a mutual release of all claims; and

WHEREAS, Council for the City of Pataskala now wants to authorize a settlement agreement and end the Fannin and Deagle litigation with certainty.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PATASKALA, COUNTY OF LICKING, STATE OF OHIO, A MAJORITY OF MEMBERS PRESENT CONCURRING THAT:

Section 1: Council for the City of Pataskala hereby authorizes and directs the City Administrator to execute a settlement agreement, in substantially the same form and content as the settlement agreement attached hereto as Exhibit A and incorporated herein by reference, with Fannin Limited Partnership and James L. Deagle.

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of Council and that all deliberations of the Council and any of the decision-making bodies of the City of Pataskala which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the State of Ohio.

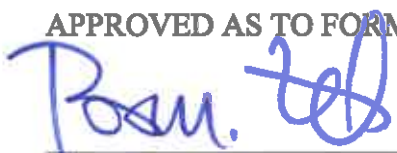
Section 3: This Resolution shall take effect at the earliest time allowed by the Charter of the City of Pataskala.

ATTEST:


Kathy M. Hoskinson, Clerk of Council


Michael W. Compton, Mayor

APPROVED AS TO FORM:


Brian M. Zets, Law Director

SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement Agreement") is entered into as of the Effective Date, by and between Fannin Limited Partnership and James L. Deagle ("Fannin and Deagle") on the Plaintiffs' side and the City of Pataskala, Ohio ("City") on the Defendant's side. Fannin and Deagle and the City will be referred to collectively as the "Parties" and may be referred to individually as a "Party."

WHEREAS, Fannin and Deagle are the fee simple owners of contiguous parcels of certain real property consisting of 52.057 acres owned by Fannin (Licking County Parcel Nos. 255-069072-00.000 and 255-069066-00.005) and 75.73 acres owned by Deagle (Licking County Parcel No. 255-067746-00.000) ("the Property"), and,

WHEREAS, the Parties entered into a pre-annexation Agreement (the "Contract") on June 4, 2015, pursuant to the authorization of City Council Resolution 2015-035; and

WHEREAS, all three parcels were re-zoned to the R-15 District annexed to the City of Pataskala on October 5, 2015; and

WHEREAS, on May 29, 2018, Fannin and Deagle filed a Complaint in Licking County Common Pleas Court assigned case number 18 CV 551 (the "Lawsuit") against the City for breach of contract, equitable relief, and monetary damages arising from the allegations set forth in the Complaint for the City's failure to provide water and sewer service to the Property after annexation to the City; and

WHEREAS, the City denied all claims and causes of action asserted by Fannin and Deagle in the Lawsuit, and

WHEREAS, Fannin and Deagle claimed a right under the Contract to connect the Property to City public water and sanitary sewer services and the City claimed that it was legally prohibited from providing the services by pre-existing Water and Sewer contracts with the Southwest Licking Community Water and Sewer District ("District") and a February 26, 2016 Arbitration Award that resolved various water and sewer disputes between the City and the District; and

WHEREAS, following the Court's grant of Fannin and Deagle's motion for summary judgment on their breach of contract claim, the City and the District negotiated new water and sewer contracts that gave the City control over water and sewer service to the Property, and the Parties subsequently agreed to mediate the remaining issues in the litigation; and

WHEREAS, as a result of mediation on May 19, 2020, the Parties reached an agreement that permits the City to provide public water and sanitary sewer services to the Property, that provides Fannin and Deagle certain promises subject to the approval of City of Pataskala City Council, and that effectuates dismissal of the Lawsuit; and

WHEREAS, the Parties now wish to compromise, settle, and fully resolve any and all claims, causes of action, demands, and disputes arising under the allegations set forth in the Lawsuit.

In consideration of the mutual agreements and covenants hereinafter set forth, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Terms of Settlement

A. Cash Payment

The City will pay Fannin and Deagle, jointly, the sum of Fifty Thousand Dollars and No Cents (\$50,000.00) upon the execution of this Settlement Agreement and the approval of the Settlement Agreement and authorization to disburse funds by the City of Pataskala City Council. The City will make this payment by July 31, 2020.

B. Right to Connect to City Public Water and Sanitary Sewer Services

The City agrees to permit Fannin and Deagle, whenever they so request, to connect the Property to City public water and sanitary sewer services for purposes of developing the property subject to the Capacity Fees Schedule set forth below.

C. Exclusion from Moratorium

The City agrees the Property is excluded from the October 7, 2019 Moratorium (created by Resolution 2019-069).

D. Capacity Fees Schedule

The City agrees to the following fee schedule, which is freely assignable by Fannin and Deagle to any purchaser of all or any portion of the Property. The fees to connect a residential lot to City public water and sanitary sewer services ("Capacity Fees") shall be:

1. For the first 3 lots: \$0.00 per lot;
2. For lots 4 through 100: \$8,820.00 per lot;
3. For lots 101 through 200: \$10,000.00 per lot.
4. For lots 201 and beyond: Capacity Fees then in effect lot per lot.

This schedule shall be in effect for a period of seven (7) years from the Effective Date. Upon expiration of the seven-year period, Fannin and Deagle, or any assigned purchaser of all or any portion of the Property, will pay the Capacity Fees per lot then in effect.

The Parties agree that the Section I. D. 1., 2., 3., and 4 provisions of the Settlement Agreement do not guarantee Fannin and Deagle, or any assigned purchaser of the Property, a right to develop any specific number of lots. Instead, the fee schedule sets forth herein shall apply to whatever number of lots is approved and developed, which may be more or less than the

number of lots indicated. Fannin and Deagle understand and acknowledge this Settlement Agreement is not an approval of a Development Plan or granting of any zoning and/or building permits. Fannin and Deagle, or any assigned purchaser of all or any portion of the Property, still must apply for, and be granted, all necessary City and/or County permits and receive all necessary approvals in order to develop the Property.

E. Credit for Engineering Fees

The City will provide Fannin and Deagle with a credit of up to \$9,500.00 for fees associated with the City Engineer's plan review process for the Property. The City agrees the engineering review fee credit is freely assignable by Fannin and Deagle to any purchaser of all or any portion of the Property. Fannin and Deagle or any assigned purchaser of all or any portion of the Property is responsible for fees above the \$9,500.00 credit.

F. Dismissal of the Lawsuit

The Parties shall file an Agreed Order of Dismissal with Prejudice, in the form attached hereto as Exhibit A, within ten (10) days after the full execution of this Settlement Agreement and Fannin and Deagle's receipt of the \$50,000.00 payment as described in Section 1. A. of the Settlement Agreement. Each party will bear its/his own costs, including attorney fees, and no Party will file any claims against another Party for attorney fees or costs incurred in connection with the Lawsuit.

G. Council Approval Required

The Parties agree that the terms of this Settlement Agreement are subject to the approval of the Council for the City of Pataskala. If the Council rejects the terms of this Settlement Agreement, then there is no settlement, the Parties are not bound by the terms of this Settlement Agreement, and no Party may use the terms or existence of this Settlement Agreement or any communications related thereto in prosecuting or defending any claim or defense in the Lawsuit.

II. Action in Regard to Settlement Agreement

The Parties agree upon and consent to the continuing jurisdiction and venue of the Licking County Common Pleas Court and any assigned Judge in the Lawsuit for any disputes related to and/or alleged breach or enforcement of this Settlement Agreement. Should the Court or its Clerk decline to exercise such continuing jurisdiction, or place conditions upon its exercise, the Parties nonetheless consent and agree to the jurisdiction of and venue in the Licking County Common Pleas Court.

III. No Admission or Concession

In entering into this Settlement Agreement, the Parties make no admission or concession regarding the validity or strength of their claims or defenses or the correctness of any decision or judgment entered in the Lawsuit. The Parties enter into this Settlement Agreement to effectuate

a mutual desire to settle the Lawsuit, to avoid protracted litigation, and to avoid the uncertainty and cost associated with such litigation.

IV. Successors and Assigns

The Parties intend for the covenants contained in this Settlement Agreement to run with the land. All the terms and provisions of this Settlement Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the respective successors and/or assigns of the Parties, including but not limited to any future fee simple owner of all or any portion the Property.

V. Severability

If any portion or portions of this Settlement Agreement are held by a court of competent jurisdiction to conflict with any federal, state, or local law, and as a result such portion or portions are declared to be invalid and of no force or effect in such jurisdiction, all remaining provisions of the Settlement Agreement shall otherwise remain in full force and effect and be construed as if such invalid portion or portions had not been included herein.

VI. Miscellaneous

The Parties further agree and acknowledge that the Section provisions of this Settlement Agreement are contractual and not mere recital. The Parties also agree the provisions of this Settlement Agreement shall not be amended or changed except in writing and signed by all Parties to this agreement.

VII. Waiver

The Parties agree that no provision of the Settlement Agreement may be waived, except by a written agreement signed by each Party who is a signatory to this agreement.

VIII. Choice of Law

This Settlement Agreement shall be governed solely by the substantive and procedural laws of the State of Ohio, without regard to the laws of Ohio governing conflicts of law.

IX. Further Assurances

The Parties agree to execute, serve, exchange, and file such further and additional documents, instruments, and writings as may be necessary, proper, or required for the purpose of fully effectuating the terms and provisions of this Settlement Agreement, and the City further agrees and covenants to incorporate the terms of this agreement in duly authorized legislation binding the City in a manner that assures the benefits granted to Fannin and Deagle by this Settlement Agreement are preserved and subject to assignment to any purchaser of all or any portion of the Property during the seven-year term.

X. Execution and Effective Date

This Settlement Agreement may be signed in counterparts; each signed counterpart shall be deemed an original. Each signed counterpart of this Settlement Agreement may be exchanged between the Parties hereto via facsimile or electronic .pdf and shall be deemed an original. The "Effective Date" of this Settlement Agreement is defined as the date on which the last signing Party signs.

XI. Drafting

All Parties have cooperated in the drafting and editing of this Settlement Agreement. It is the express intent of the Parties that no part of this Settlement Agreement be construed against any of the Parties hereto because of the identity of the drafter.

XII. Descriptive Headings

The Parties agree that the Section headings contained herein are for reference purposes only and shall not in any way inform or affect the meaning or interpretation of this Settlement Agreement.

XIII. Acknowledgment

The undersigned acknowledge that they have carefully read this Settlement Agreement, that they have had adequate time to review and consider this Settlement Agreement and to consult with their legal counsel with respect thereto, that they have entered into this Settlement Agreement voluntarily and of their own free will, and that they have authority to sign this Settlement Agreement and agree to all provisions contained herein. The undersigned acknowledge that they had adequate time to investigate the matters resolved by this Settlement Agreement and acknowledge that, in entering into this Settlement Agreement, they are not relying on any representation, factual matter, promise, or commitment except as expressly set forth in this Settlement Agreement.

IN WITNESS WHEREOF, the undersigned Parties have executed this Settlement Agreement and Mutual Release of All Claims on the date indicated below intending to be fully bound by its terms:

Plaintiffs:

Fannin Limited Partnership

By: _____
William Fannin, Jr.

Date

Its: _____

James L. Deagle

Date

Defendant:

City of Pataskala, Ohio

By: _____
Timothy O' Hickin

Date

Its: City Administrator

IN THE COURT OF COMMON PLEAS
LICKING COUNTY, OHIO

FANNIN LIMITED PARTNERSHIP,
et al.,

Plaintiffs,

v.

CITY OF PATASKALA,

Defendant.

:
:
:
:
:
:
:
:
:
:
:

CASE NO. 18 CV 0551

JUDGE THOMAS M. MARCELAIN

STIPULATION OF DISMISSAL

NOW COME THE PARTIES, by and through the undersigned counsel, and hereby stipulate, pursuant to Civ. R. 41(A)(1)(b), that the above-captioned and numbered case is dismissed with prejudice.

David Watkins (0059242)
PLANK LAW FIRM, LPA
411 East Town Street, Flr 2
Columbus, Ohio 43215
614/947-8600
614/228-1790 (Fax)

Attorney for Plaintiffs

Brian M. Zets (0066544)
ISAAC WILES BURKHOLDER
& TEETOR, LLC
Two Miranova Place, Suite 700
Columbus, Ohio 43215
614/221-2121

614/221-5692 (Fax)

City of Pataskala Law Director

TRANSFERRED
Date August 19 1999
J. Terry Evans
Licking County Auditor

SEC.319.202 COMPLIED WITH
J. TERRY EVANS, AUDITOR
BY RM 838.40

Instr: 199908190035031 08/19/1999
Pages: 2 Fee: \$14.00 1:04PM
Patty Albery T19990026233
Licking County Recorder MEPAMERITI

AmeriTitle Box
13456-OMSH

Deed of Executor, Administrator, Trustee,
Guardian, Receiver or Commissioner.

Columbus Builders Supply, Inc. Profit Sharing Trust, by the power conferred by Trust Agreement dated January 1, 1994, and every other power, for valuable consideration dollars paid, grants, with fiduciary covenants, to Fannin Limited Partnership whose tax mailing address is 2770 E Main St Columbus Ohio 43204 the following REAL

PROPERTY:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION

Parcel No. 25-069066-00-005 & 25-069072-00.000

Property Address: Acreage, Apple Bloom Road, Harrison Township, OH

Prior Instrument Reference: Volume 335, page 364 of the Deed Records of Licking County, Ohio.

Witness his hand(s) this 17th day of August, 1999.

Signed and acknowledged in presence of:

Donna W Saure
Donna W Saure.
James F O'Keeffe
JAMES F O'KEEFFE

Christopher S. Herold
Columbus Builders Supply, Inc. Profit Sharing Trust, by
Christopher S. Herold

State of Ohio, County of Franklin: ss.

BE IT REMEMBERED, That on this 17th day of August, 1999, before me, the subscriber, a notary public in and for said state, personally came, Christopher S. Herold of Columbus Builders Supply, Inc. Profit Sharing Trust the Grantor(s) in the foregoing deed, and acknowledged the signing thereof to be his voluntary act and deed.

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

This instrument was prepared by Paul V. Pavlic, Attorney at Law



James F O'Keeffe Notary Public
JAMES F. O'KEEFFE
Notary Public, State of Ohio
My Commission Expires
5-22-2002

Exhibit "A"

Situated in the State of Ohio, County of Licking, Township of Harrison, and being a part of farm Lots 29 and 30, in the 2nd Quarter, Township-1, Range-14, United States Military Lands, and being a survey of that 21.304 acre tract (Tax Duplicate) and 37.57 acre tract (Tax Duplicate, Parcel 2) as conveyed to Columbus Builders Supply Inc., by deed of record in Official Record Volume 335, Page 364, all references being to those of record in the Recorder's Office, Licking County, Ohio, said 52.399 acre parcel being more particularly bounded and described as follows:

Beginning at an existing iron pin (3/4" pipe) marking the Northwest corner of said farm Lot 29, the same being the northeasterly corner of that Subdivision entitled "Hillside Farm Estates", as recorded in Plat Book 11, Page 104, also being the southwesterly corner of Lot 815 in that subdivision entitled "Beech Wood Trails Section 5, as recorded in Plat Book 11, Page 94, and being the Point of Beginning of the hereon described 52.399 acre parcel:

thence southeasterly along the southerly line of Beech Wood Trails Section 5, **South 88°24'49" East, 958.34 feet** to an existing iron pin (3/4" pipe in the base of a tree) marking the southeasterly corner of Lot 820 in said subdivision, passing existing iron pins (3/4" pipes) at 183.97 feet, 469.82 feet, 587.93 feet and 785.87 feet;

thence southwesterly along the westerly line of said subdivision, **South 01°08'47" West, 882.00 feet** to an existing iron pin (3/4" pipe) marking the southwesterly corner of Lot 843, the same being the northwesterly corner of that 136.305 acre tract (Tax Duplicate) as conveyed to Evans Investment Company, by deeds of record in Deed Volume 728, Page 808 and Deed Volume 826, Page 86, this parcel was originally plated as Beech Wood Trails Section 6, and recorded in Plat Book 12, Page 30, and was vacated by the Licking County Auditor's Office and recorded in Deed Volume 826, Page 86, passing existing iron pins (3/4" pipes) at, 65.23 feet, 177.77, 301.59 feet, 443.46 feet, 526.32 feet, 681.25 feet, and 781.11 feet;

thence southwesterly along the westerly line of said 136.305 acre tract, **South 01°08'05" West, 838.32 feet** to an existing iron pin (1" pipe) on the southerly line of farm Lot 29;

thence northwesterly along the southerly line of farm Lot 29, **North 89°08'23" West, 947.04 feet** to an iron pin set marking the northeasterly corner of that 80.791 acre tract (Tax Duplicate) as conveyed to Ruth L. Angevine, et.al., by deeds of record in Deed Volume 560, Page 579, Official Record Volume 235, Page 519, and Official Record Volume 315, Page 701, said iron pin also being the Northeast corner of farm Lot 31;

thence northwesterly along the northerly line of said farm Lot 31, **North 89°22'18" West, 761.75 feet** to an existing iron pin marking the southeasterly corner of that 21.656 acre tract (Tax Duplicate) as conveyed to Robert L. and Gail E. McPherson, by deed of record in Official Record Volume 160, Page 30;

thence northeasterly along the easterly line of said 21.656 acre McPherson tract, **North 04°43'21" East, 881.28 feet** to an existing iron pin marking the northeasterly corner of said 21.656 acre McPherson tract, said iron pin being on the southerly line of Lot 4 in that subdivision entitled "Hillside Farm Estates, and recorded in Plat Book 11, Page 104;

thence southeasterly along the southerly line of said Hillside Farm Estates the following four (4) courses and distances;

South 89°13'27" East, 131.16 feet to an iron pin set, passing an existing iron pin (1/2" rebar) at 116.69 feet;

South 88°24'25" East, 183.40 feet to an existing iron pin (1/2" rebar);

South 89°12'58" East, 180.00 feet to an iron pin set; and...

South 86°10'52" East, 211.22 feet to an existing iron pin (1/2" rebar) marking the southeasterly corner of said subdivision and being on the westerly line of farm Lot 29;

thence northeasterly along the westerly line of said farm Lot 29, the same being the easterly line of Hillside Farm Estates subdivision, **North 00°28'17" East, 869.08 feet** to the Point of Beginning, and containing 52.399 acres more or less according to a survey performed by Jobes Henderson & Associates in March, 1999.

The bearings in the above description are based on the North line of farm Lot 29, the same being the southerly line of Beech Wood Trails Section 5, recorded in Plat Book 11, Page 94 (Sheet 5) as being **North 88°24'49" West**.

All iron pins set are 5/8" in diameter rebar by 30" in length with red surveyors identification caps marked "J&H, PS 6878".

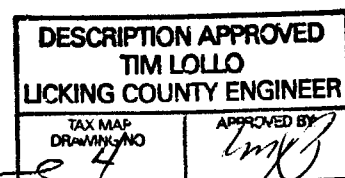
Subject to all valid and existing easements, restrictions and conditions of record.

March 18, 1999

c:\legals\FDL-01



Kevin T. Blaine, P.S.
Reg. Surveyor No. 7830



CONDITIONAL APPROVAL FOR THIS TRANSFER
CORRECTION REQUIRED FOR NEXT TRANSFER
TIM LQLO, LICKING COUNTY ENGINEER

lun B. 11-12-09
- Poor beginning point -



200911130024503

Pgs: 2 \$28.00 T20090023370
11/13/2009 8:45AM MEKAGAY ALBE
Bryan A. Long
Licking County Recorder

SEC.319.202 COMPLIED WITH
J. TERRY EVANS, AUDITOR
BY *MW* 420⁰⁰



011400004000000047000

TRANSFERRED

Date *November 13, 2009*
[Signature] *MW*
Licking County Auditor

QUIT-CLAIM DEED

Mike Ferris Properties, Inc., an Ohio corporation ("Grantor"), for valuable consideration, the receipt of which is acknowledged, hereby remises, releases and forever quit-claims to James L. Deagle, whose tax mailing address is 1471 Wingate Drive, Delaware, Ohio 43015, all its rights and title in the following described real property:

Situate in the Township of Harrison, in the County of Licking and State of Ohio, and further bounded and described in the attached Exhibit A, incorporated herein by reference.

Prior Instrument References: Instruments Numbered 200110180037529 and 200110180037530, Recorder's Office, Licking County, Ohio.

Parcel Nos. 25-067746-00.000

Property Address: 75.735-acres, Hazelton Etna Road, Pataskala, Ohio 43062

This conveyance is made SUBJECT TO (a) the lien of real estate taxes which are not yet due and payable; (b) legal highways and right-of-way; (c) zoning ordinances; and (d) easements, conditions and restrictions of public record.

Mike Ferris, as President of Mike Ferris Properties, Inc., an Ohio corporation, executed this Quit-Claim Deed on November 6, 2009.

Mike Ferris Properties, Inc., an Ohio corporation

By: *Mike Ferris*
Mike Ferris, President

State of Ohio
County of Franklin, ss:

Mike Ferris, as President of Mike Ferris Properties, Inc., an Ohio corporation, acknowledged the signing of the foregoing Deed before me on November 6, 2009, on behalf of said corporation.



Peggy L. Keller
Notary Public, State of Ohio
My Commission Expires 11-19-2013

Peggy L. Keller
Notary Public

This instrument was prepared by:
Kagay, Albert, Diehl & Groeber
Attorneys at Law
6877 North High Street Suite 300
Worthington, Ohio 43085

Exhibit A
Legal Description

75.735-ACRES

Situated in the State of Ohio, County of Licking, Township of Harrison, being located in Lot 31 of Quarter Township 2, Township 1, Range 14, United States Military Lands and being that tract of land as conveyed to Ruth L. Angevine, Howard L. Angevine, Wendell E Angevine and Robert C. Angevine, by deed of record in Official Record 315, Page 701, all references being to records in the Recorder's Office, Licking County, Ohio and bounded and described as follows:

Beginning at a railroad spike set in the centerline of Hazelton-Etna Road (State Route 310), at the northwesterly corner of said Angevine tract, the southwesterly corner of the Steven J. and Tracey L. Pritts 6.800 acre tract (Parcel 1), of record in Official Record 322, Page 237, said railroad spike also being located South 0° 20' 44" West, a distance of 455.91 feet from a railroad spike found at the northwesterly corner of Lot 31, the southwesterly corner of Lot 30;

thence South 89° 22' 03" East, with the southerly line of said Steven J. and Tracey L. Pritts 6.800 acre tract (passing an iron pin found at 30.00 feet), a distance of 1264.93 feet to an iron pin found at the southeasterly corner of said tract;

thence North 0° 20' 05" East, with the easterly line of said Steven J. and Tracey L. Pritts 6.800 acre tract, a distance of 455.91 feet to an iron pin found at the northeasterly corner of said tract and being in the southerly line of the Robert L. and Gail E. McPherson 21.656 acre tract, of record in Official Record 160, Page 30, the northerly line of Lot 31;

thence South 89° 25' 21" East, with the northerly line of Lot 31, the southerly line of said Robert L. and Gail E. McPherson 21.656 acre tract and the southerly line of the Fannin Limited Partnership 52.399 acre tract, of record in Instrument Number 199908190035031, a distance of 1381.05 feet to a stone found at the southeasterly corner of said Fannin Limited Partnership 52.399 acre tract, the northwesterly corner of the Evans Investment Co. 136.305 acre tract, of record in Official Record 826, Page 86 and being a common corner for Lots 30, 31, 32 and 29;

thence South 1° 09' 07" West, with the westerly line of said Evans Investment Co. 136.305 acre tract, the easterly line of Lot 31, a distance of 1699.02 feet to a stone found at the southwesterly corner of said 136.305 acre tract, the southeasterly corner of Lot 31 and being a common corner of Lots 31, 32, 39 and 40;

thence North 89° 08' 22" West, with the southerly line of Lot 31, the northerly line of the Hazelwood Development Ltd. 139.621 acre tract, of record in Instrument Number 199907140029191 and the northerly line of the James Property Management 85.379 acre tract (Parcel 1), of record in Official Record 324, Page 461, a distance of 2051.62 feet to an iron pin found at the southeasterly corner of the Russell H. and Marsha A. Boggess 4.290 acre tract, of record in Official Record 707, Page 685;

thence North 0° 56' 07" East, with the easterly line of said Russell H. and Marsha A. Boggess 4.290 acre tract and the easterly lines of the Roger A. and Carolyn E. Hicks 1.250 and 4.712 acre tracts, of record in Official Record 399, Page 551, a distance of 878.3 feet to an iron pin found at the northeasterly corner of said 1.250 acre tract;

thence North 85° 19' 46" West, with the northerly line of said Roger A. and Carolyn E. Hicks 1.250 acre tract, a distance of 259.69 feet to an iron pin found at the northwesterly corner of said tract and being in the easterly line of the David S. and Kay S. Shain 3.110 acre tract, of record in Official Record 504, Page 96;

thence along the easterly and northerly lines of said David S. and Kay S. Shain 3.110 acre tract, the following bearings and distances:

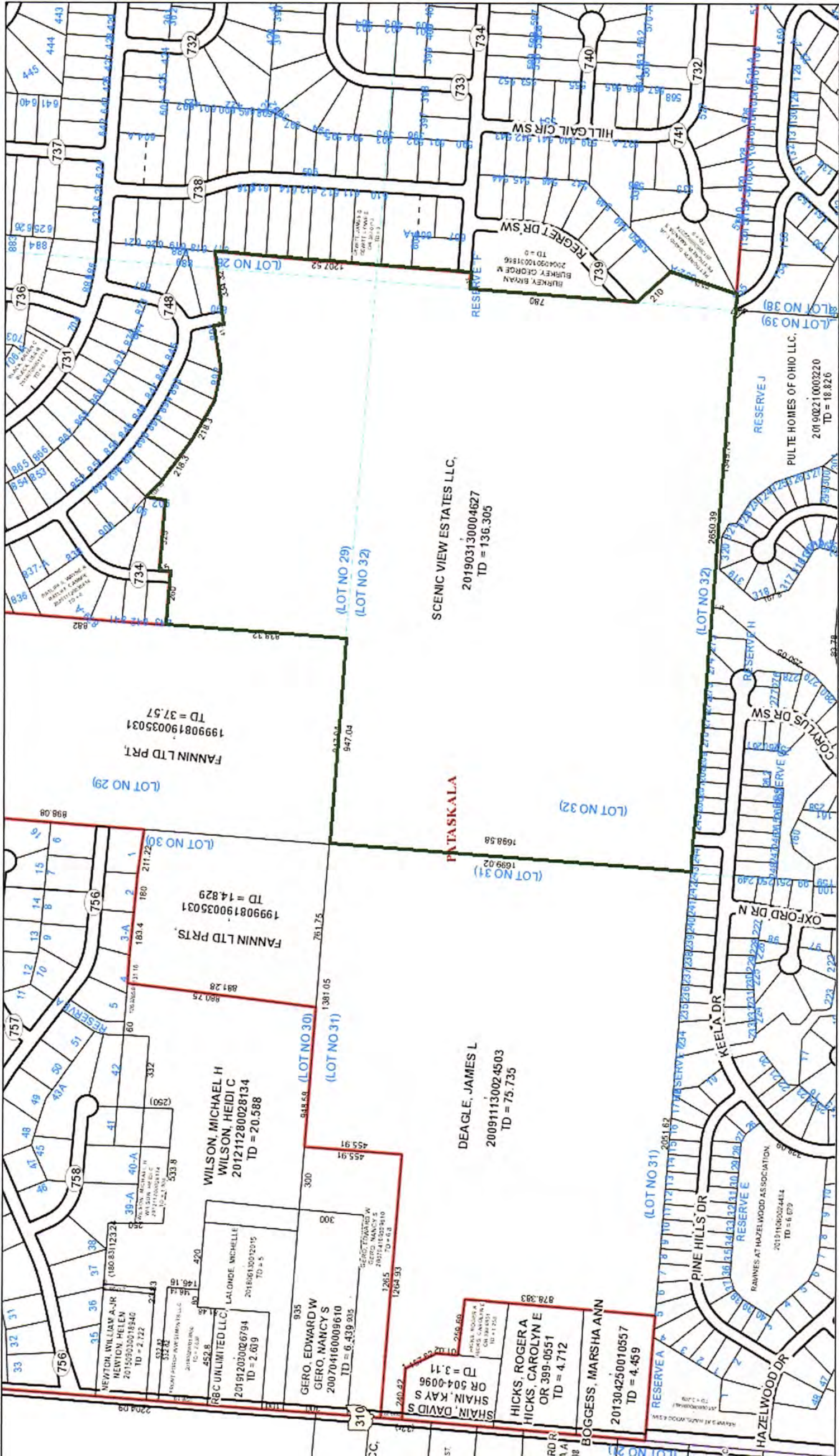
North 0° 46' 13" East, 101.02 feet to an iron pin found; North 30° 30' 44" West, 157.62 feet to an iron pin found; and

North 89° 11' 15" West (passing an iron pin found at 210.36 feet), 240.42 feet to a railroad spike set in the centerline of Hazelton-Etna Road;

thence North 0° 20' 44" East, with said centerline of Hazelton-Etna Road, a distance of 100.22 feet to the place of beginning, containing 75.735 acres, more or less.

Subject, however, to all legal rights-of-ways and/or easements, if any, of previous record.

Bearings contained herein are based on the same meridian as the southerly line of "BEECHWOOD TRAILS SECTION 6" (North 89° 14' 18" East) of record in Plat Book 12, Page 33, Recorder's Office, Licking County, Ohio.



FANNIN LTD PRT,
199908190035031
TD = 37.57
(LOT NO 29)

FANNIN LTD PRTS,
199908190035031
TD = 14.829
(LOT NO 30)

WILSON, MICHAEL H
WILSON, HEIDI C
201211280028134
TD = 20.588
(LOT NO 31)

88C UNLIMITED LLC
201912030026794
TD = 2.639

GERO, EDWARD W
GERO, NANCY S
200704160009610
TD = 6.439 035

SHAIN, DAVID S
OR SHAIN, KAY S
OR 504-0096
TD = 3.11

HICKS, ROGER A
HICKS, CAROLYN E
OR 399-0551
TD = 4.712

BOGESS, MARSHA ANN
201304250010557
TD = 4.459

DEAGLE, JAMES L
200911130024503
TD = 75.735
(LOT NO 32)

SCENIC VIEW ESTATES LLC,
201903130004627
TD = 136.305
(LOT NO 32)

PATAKALA

(LOT NO 31)
1699.02
1698.58

RAINES AT HAZELWOOD ASSOCIATION,
201911060024444
TD = 6.079
HAZELWOOD DR

OXFORD DR N
RESERVE E
201911060024444
TD = 6.079

CORLUS DR SW
RESERVE H
201911060024444
TD = 6.079

PULTE HOMES OF OHIO LLC,
201902210003220
TD = 18.826
(LOT NO 38)

REGRET DR SW
BURKEY, GEORGE W
200409010031816
TD = 0
(LOT NO 39)

HILL GAIL CIR SW
RESERVE F
201911060024444
TD = 6.079