

#### CITY OF PATASKALA PLANNING AND ZONING COMMISSION

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

#### STAFF REPORT

October 4, 2023

#### Final Plan Application FP-23-002

**Applicants:** Grand Communities, LLC.

Owner: Grand Communities, LLC.

O W Broad Street (Broad & Heron Avenue), Pataskala, OH 43062 (PID: 064-

307692-00.165)

**Acreage:** +/- 7.855-acres out of 145-acres total.

**Zoning:** R-10 – High Density Residential

**Request:** Requesting approval of a Final Plan Application for Section 5 of the Heron Manor

subdivision pursuant to Section 1113.28 of the Pataskala Code.

#### **Description of the Request:**

The applicant is seeking approval of the Final Development Plan for Section 5 of the Heron Manor Subdivision, consisting of 33 single-family lots, pursuant to Section 1113.28 of the Pataskala Code.

#### **Staff Summary:**

The Amended Preliminary Plan for Heron Manor was approved by the Planning and Zoning Commission on June 5, 2019. It was approved with the condition that the Rezoning Application (ZON-18-012) for a 4.85-acre section at the front of the proposed subdivision that was previously zoned GB to be rezoned R-10, consistent with the rest of the proposed Heron Manor, be approved by City Council. ZON-18-012 was approved by City Council on June 17, 2019 (Ordinance 2019-4334).

The Board of Zoning Appeals approved two (2) variances for Heron Manor. First, a variance from Section 1283.05(A) of the Pataskala Code to allow for the spacing of street trees every 50-feet, instead of the required 30-feet. And the second, from Section 1295.09(b)(8) to allow for the installation of a permanent subdivision identification sign to be a 'hanging sign' instead of the required monument sign (VA-19-021).

As approved, the entire proposed Heron Manor consists of approximately 46.60-acres of land and 145 proposed lots. Heron Manor utilizes the cluster housing regulations pursuant to Section 1275 of the Pataskala Code. Cluster housing is intended to promote the preservation of open and natural areas, reduce development costs, and provide flexible development. The density of the subdivision is 3.72 units per acre, and there is 10.18-acres of open space held in reserve, or 21.94%.

Phase	FDP Approval Date	# of Lots	Status
1	June 6, 2020	31	Complete
2	June 6, 2020	32	Complete
3	June 2, 2021	17	Complete
4	June 1, 2022	17	Under Construction
5	Pending	33	Pending
6	n/a	14	Future Development

Construction Plans for Section 5 were reviewed, approved, and signed off on March 3, 2023. Section 5 will consist of 33 (55'x105' min.) single-family lots on +/- 7.86-acres. There are no reserve areas within Section 5. Per the approved Preliminary Plan, setbacks are to be 25' from the front, 5' from each side, and 20' from the rear. Construction of Section 5 will include the creation of Waterlily Lane.

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

#### Planning and Zoning Staff:

The Construction Plans for Section 5 have been approved and signed. Among the Conditions of Approval on the Preliminary Plan were the condition that all construction traffic shall be routed through Heron Manor and not through the adjacent existing subdivision(s). Staff would like to reiterate this requirement, as numerous complaints have been received from residents regarding construction traffic moving barricades or driving through lawns to access the site through the existing subdivision. All other Conditions of Approval have been addressed.

Staff has reviewed the proposed Final Plan and has no other comments. There were no major changes to the proposed layout.

#### Other Departments or Agencies

No other comments received.

#### **Surrounding Area:**

Direction	Zoning	Land Use
North	R-10 – High Density Residential	Heron Manor Section 6 (Future Development)
East	R-10 – High Density Residential	Heron Manor Section 4 – Under Construction
South	R-10 – High Density Residential	Heron Manor Section 1 & 2
West	AG - Agricultural	Agricultural

#### Final Development Plan Approval:

According to Section 1255.20 of the Pataskala Code, the Planning and Zoning Commission shall consider approval of a final development plan if the proposal:

- a. The Final Development Plan conforms in all pertinent respects to the approved Preliminary Development Plan, provided that the Planning and Zoning Commission may authorize plans amended as specified in Section 1255.14.
- b. That the proposed development advances the general health and safety of the City of Pataskala.
- c. That the Planning and Zoning Commission is satisfied that the developer has provided sufficient guarantees or demonstrates possession of the requisite financial resources to complete the project.
- d. That the interior road system, proposed parking, and any off-site improvements are suitable, safe, and adequate to carry anticipated vehicular and pedestrian traffic generated by and within the proposed development and to adjacent property.
- e. The development has adequate public services and open spaces.

- f. The development preserves and is sensitive to the natural characteristics of the site in a manner that complies with any applicable regulations.
- g. The development provides adequate lighting for safe and convenient use of the streets, walkways, driveways, and parking areas without unnecessarily spilling or emitting light onto adjacent properties or the general vicinity.
- h. Signs, as shown on the submitted sign plan, will be of a coordinated effect throughout the planned district, and with adjacent development; are of appropriate size, scale, design, and relationship with principal buildings the site and surroundings, so as to maintain safe and orderly pedestrian and vehicular circulation.
- i. The landscape plan adequately enhances the principal buildings and site; maintains existing trees to the extent possible; buffers adjacent incompatible uses; breaks up large expanses of pavement with natural materials; and utilizes appropriate plant selections of the buildings, site and climate.
- j. That the existing and proposed utilities, including water and sewer service, and drainage will be adequate for the population densities and nonresidential uses proposed in the Planned Development District and complies with applicable regulations established by the City or any other governmental entity which may have jurisdiction over such matters.
- k. Phases of projects are planned so that these conditions are complied with to meet the needs of that phase upon its completion.
- I. That any other items shown in the final development plan or in the accompanying text be addressed to the Planning and Zoning Commission's satisfaction.

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

- Zoning Inspector No comments.
- City Engineer No comments.
- Public Service No comments.
- Pataskala Utilities No comments.
- Police Department No Comments.
- West Licking Joint Fire District No comments.
- Licking Heights Local Schools No Comments.

#### **Modifications:**

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

1. The Applicant shall submit a mylar copy of the Final Development Plan to the Planning and Zoning Department for signatures.

#### **Resolution:**

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

"I move to approve Application number FP-23-002 pursuant to Section 1225.13 of the Pataskala Code. ("with the following modifications" if modifications are to be placed on the approval)."



781 Science Boulevard Suite 100 Gahanna, Ohio 43230 ph 614.428.7750 fax 614.428.7755

#### ENGINEERS SURVEYORS

21-0009-644

September 7, 2023

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

RE: Heron Manor Section 5 West Broad Street Final Development Plan Submittal

Dear Mr. Fulton,

With this letter we are submitting a Final Development Plan for Heron Manor Section 5, located on the north side of Broad Street, west of and directly adjacent to Heron Manor (Sections 3 & 4) subdivision in the City of Pataskala. The project includes 7.855 acres of land and 33 single family lots as approved with the Heron Manor Amended Preliminary Plan in June of 2019.

Included with this submittal are the following items:

- 14 2 Completed Final Development Plan Application
- 14 10 Final Development Plan
- 14 5 Landscaping/Signage/Tree Preservation Plan
- 14 1 CBU Location Map
- 14 − 1 Address List
- 14 − 1 Area Map
- 14 6 Copy of Recorded Deed
- 14 1 Survey from Recorded Deed
- 14 63 Sample Deed Covenants and Restrictions
- 1 − 1 Check No. 632125 in Amount of \$1,000.00 for Payment of Application Fee
- 1 1 Check No. 632124 in Amount of \$2,500.00 for Payment of Engineering Review Fee
- 1 1 CD Containing PDF Format Copies of Above-Listed Items

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

Sincerely,

ADVANCED CIVIL DESIGN

David D. Denniston, PE Senior Project Manager

Cc: Troy Cameron, Grand Communities, LLC

advancedcivildesign.com



# CITY OF PATASKALA PLANNING AND ZONING COMMISSION

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

#### **FINAL PLAN APPLICATION**

(Pataskala Codified Ordinances Chapter 1113)

17 000	askara coarriea Oramances c	snapter 1113)				
Property Information			Staff Use			
Address: 0 West Broad Street	Address: 0 West Broad Street					
Parcel Number: 064-307692-00.165			FP-23-002			
Zoning: R-10	Acres: 7.855		Fee: 1000 / 2500			
Water Supply:			001322 / 21937			
■ City of Pataskala □ South V	Vest Licking	☐ On Site	Filing Date:			
Wastewater Treatment:			09/08/2023			
■ City of Pataskala □ South V	Vest Licking	☐ On Site	Hearing Date: 10/04/2023			
Applicant Information			L			
Name: Grand Communities, LLC			Documents			
Address: 3940 Olympic Blvd., Suite 100			Application			
City: Erlanger	State: KY	Zip: 41018	■ Fee			
Phone: 614-348-6257	Email: tcameron@f	ischerhomes.com	Final Plan			
			■ Deed			
Owner Information			Address List			
Name: Same as applicant			Area Map			
Address:						
City:	State:	Zip:				
Phone:	Email:					
		_				
Final Plan Information						
Describe the Project: This submittal cons	sists of 33 single fam	ily lots, known as Sec	tion 5 of the Heron			
Manor Subdivision. The Final Develop	ment Plan includes d	evelopment for the 33	lots, along with the			
associated streets and utility infrastruct	ure.					

#### **Documents to Submit**

Final Plan Application: Submit 14 copies of the final plan application.

Final Plan: Submit 14 copies of the final plan on sheets 24 x 36 inches in size containing the following:

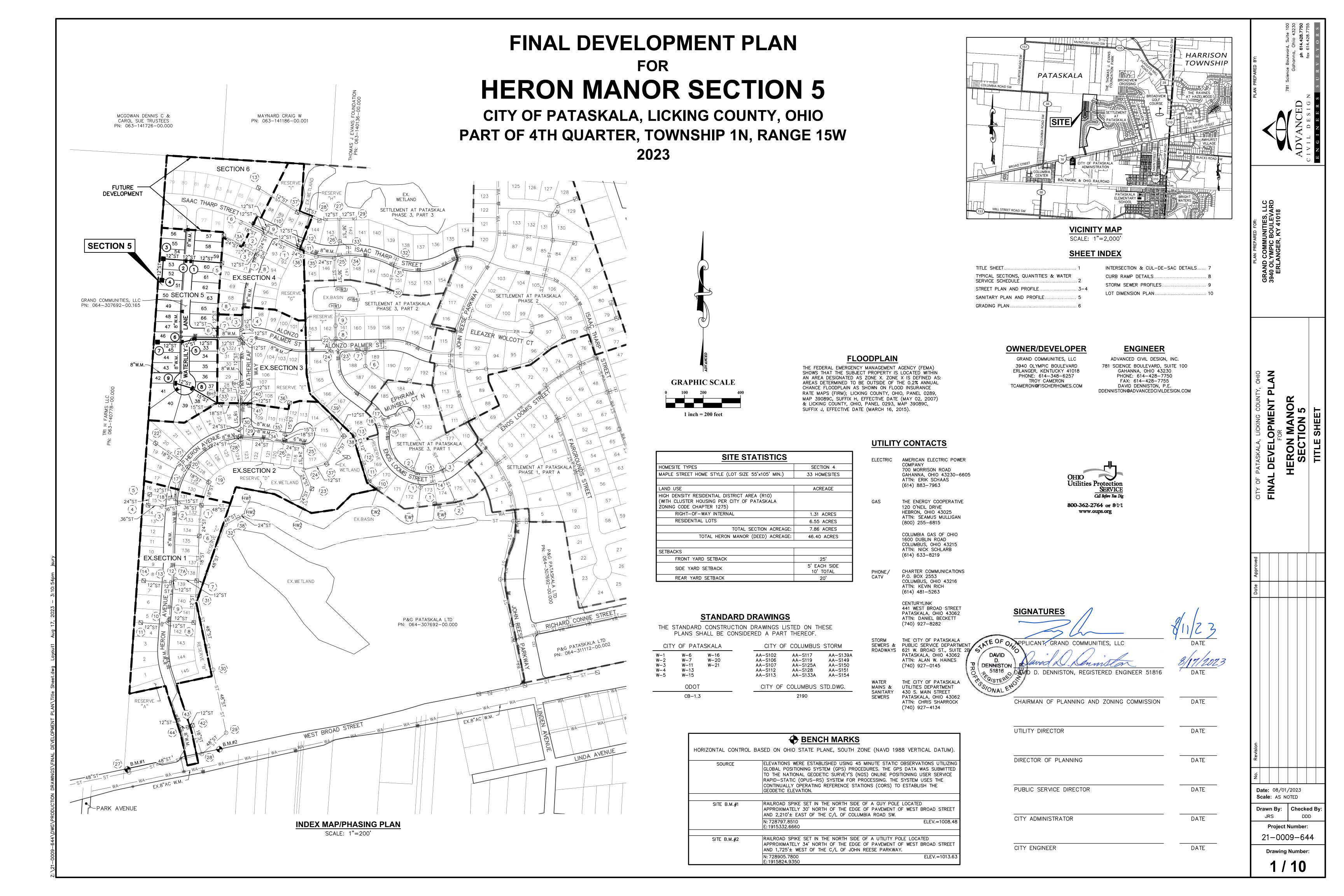
- a) Proposed name of the subdivision, location by section, range, township or other officially recognized survey number, date, north arrow, scale and acreage.
- b) Name and address of the owner and subdivider, State of Ohio registered professional engineer, and/or surveyor who prepared the plan, and their appropriate registration numbers and seals.
- c) Plan boundaries, based on accurate traverse, with angular and lineal dimensions. All dimensions, both linear and angular shall be determined by an accurate control survey in the field which must balance close, within the limit of one (1) in 10,000.
- d) Bearing and distances to nearest established street lines, or other recorded permanent monuments.
- e) Exact locations, right-of-way, names of all streets within and adjoining the plat, and the building setback lines.
- f) Radii, internal angles, points of curvature, tangent bearings, lengths of arcs, and lengths of bearings and chords of all applicable streets within the plat area.
- g) All easements and right-of-way provided for public or private services and/or utilities.
- h) All lot numbers and lines with accurate dimensions in feet and hundredths. When lots are located on a curve, the lot width at the building setback line shall be shown.
- i) Accurate location and description of all monuments.
- j) Accurate outlines of areas to be dedicated or reserved for public use, or any area to be reserved for the common use of all property owners. The use and accurate boundary locations shall be shown for each parcel of land to be dedicated.
- k) A copy of any restrictions and covenants the subdivider intends to include in the deeds to the lots in the subdivision.
- Certification by a State of Ohio registered surveyor to the effect that the plan represents a survey made by him, that the monuments shown thereon exist as located, and that all dimensional details are correct.
- m) Typical sections and complete profiles of streets and other related improvements to be constructed in the proposed subdivision.
- n) The location of, and a description of all monuments and pins as specified in Section 1121.04.
- o) If a zoning change is involved, certification from the City Zoning Inspector shall be required indicating that the change has been approved and is in effect.
- p) Certification shall be required showing that all required improvements have been installed and approved by the proper City officials and/or other agencies, or the required bond or other surety is in effect assuring installation and initial one (1) year minimum maintenance of the required improvements (Section 1113.18(d)).

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

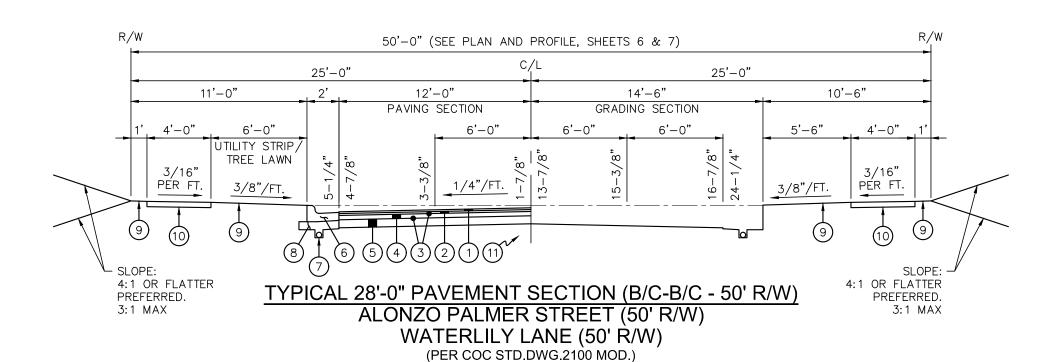
**Address List:** Submit one copy of a list of all property owners and addresses of those owning property within 200 feet or two parcels from any point on the subject property line, whichever creates more property owners. This list must be in accordance with the Licking County Auditor's current tax list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

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

Signatures	
I certify the facts, statements and information provided on and attached to this application are tr my knowledge. Also, I authorize City of Pataskala staff to conduct site visits and photograph the p pertains to this final plan request.	
Applicant:	Date: 8/24/23
Owner:	Date: 4/24/23



		E	STIMATED QUANTITIES
ITEM	TOTAL	UNIT	DESCRIPTION
			STREET
201	Lump	Sum	Clearing and Grubbing
203	1,430	Sum	Excavation Not Including Embankment Construction (R/W)
203	130	C.Y.	Embankment (R/W)
204	3,685	S.Y.	Subgrade Compaction
204	2	Hour	Proof Rolling
301	300	C.Y.	3-1/4" Asphalt Concrete Base
301	35	C.Y.	3" Asphalt Concrete Base (Temporary Turnaround)
304	555	C.Y.	6" Aggregate Base
304 407	45 365	C.Y.	4" Aggregate Base (Temporary Turnaround) Trackless Tack Coat (0.055 Gal./S.Y.)
441	115	C.Y.	1-1/4" Asphalt Concrete Surface Course, Type 1
441	165	C.Y.	1-3/4" Asphalt Concrete Intermediate Course, Type 2
605	2,095	L.F.	4 In. Pipe Underdrain
608	4	Each	Wheelchair Ramp
609	2,095	L.F.	Standard Concrete Curb and Gutter (6")
623	Lump	Sum	Construction Layout Stakes
624	Lump	Sum	Mobilization
SPEC	1	Each	Video Taping of Project Site
SPEC	1	Each	Temporary Barricade (As Per COC Std.Dwg. 2190)
			WATER
801	1,110	L.F.	8" Water Main and Appurtenances
801	35	L.F.	6" Water Main and Appurtenances (Includes Hydrant Leads)
802	4	Each	6" Valve w/Box (Includes Hydrant Valves)
802	4	Each	8" Valve w/Box
805	18	Each	3/4" Water Service (Long), Complete
805	15	Each	3/4" Water Service (Short), Complete
809	3	Each	Fire Hydrant, Type "A"
			SIGNAGE & PAVEMENT MARKING
630	126	L.F.	Ground Mounted Support, Square Post (2"x2")
630	1	Each	Sign, Double Faced Street Name w/Ground Mounted Support
630	30.00	S.F	Sign, Flat Sheet (Reference Sheet 7 for Further Detail)
644	36	L.F.	Stop Line, 24" White
644	96	L.F.	Crosswalk Line, 12" White
			FROSION & SERIMENT CONTROL
207	1	C V	EROSION & SEDIMENT CONTROL
207	1	S.Y. Each	Construction Entrance  Concrete Washout Area
207	1,290	L.F.	Filter Fabric Fence
207	28,800	S.Y.	Temporary Seeding and Mulching
207	3	Each	Filter Fabric Inlet Protection
207	7	Each	Dandy Curb Bag
207	8	Each	Dandy Bag
659	2,580	S.Y.	Permanent Seeding and Mulching
659	260	S.Y.	Repair Seeding and Mulching
659	1.7	Ton	Commercial Fertilizer (12 LBS/1000 SQ. FT.)
			0.700.4.05.45
			STORM SEWER
604	2	Each	Standard Catch Basin 2x2 (AA—S133A)
604	1	Each	Standard Catch Basin 2x2 w/Window (AA-S133A)
604	1	Each	Curb and Gutter Inlet Manhole w/Casting (AA—S121)
604	4	Each	Curb and Gutter Inlet, Single Box (AA—S125A)
604	1	Each	Manhole Type "C", Solid Lid, 48" Base (AA-S102)
901	145	L.F.	15" Conduit, N-12 or Approved Equal, 720.12
901	185	L.F.	12" Conduit, Sanitite HP or Approved Equal, 720.12
901	665	L.F.	12" Conduit, N-12 or Approved Equal, 720.12
			LIGUTINO
			LIGHTING
SPEC	7	Each	Street Lights (Incl 1 for The City of Pataskala Public Service Dept.)
<b>]</b>			
THE CHA	TITIES	DEEN FOTE	LIGHED AS A MEANIC FOR DETERMINING THE CITY MOREOTON SEED. THE
CONTRACT	OR SHALL	COMPLETE HIS	LISHED AS A MEANS FOR DETERMINING THE CITY INSPECTION FEES. THE OWN QUANTITY TAKEOFF IN DETERMINING THE BID PRICE FOR THE PLAN



# LEGEND:

SERVICE

STATION

0+03

0+32

0 + 35

0+85

0+94

1+45

1+50

1+95

2+05

2+50

3+09

3+62

4+04

4+15

4+72

5+29

5+87

5+90

6+40

6+43

6+95

6+98

7+43

7+46

7+98

8+51

8+54

NUMBER

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- 1) 1-1/4" ASPHALT CONCRETE SURFACE COURSE (MEDIUM TRAFFIC), PG64-22, ITEM 441 (448)
- (2) 1-3/4" ASPHALT CONCRETE INTERMEDIATE COURSE (MEDIUM TRAFFIC), PG64-22, ITEM 441 (448)
- 3 TRACKLESS TACK COAT, APPLIED AT 0.055 GAL./S.Y., ITEM 407

PLAN INFORMATION

NORTHING

730807.1884

730998.4629

STATE PLANE COORDINATES

(SERVICE LOCATION)

730836.1516 | 1915618.9787

730839.1515 | 1915618.9998 730845.0610 | 1915619.0416

730849.5295 | 1915619.0731

730888.5021 | 1915619.3484

730897.4235 | 1915619.4114

730948.4642 | 1915619.7719

730953.4221 1915619.8069

731008.4207 | 1915620.1953

731053.4615 | 1915620.5135

731072.4192 | 1915620.6473

731112.4197 | 1915620.9510

731165.4587 | 1915621.3045

731207.4158 | 1915621.6008 731218.4574 1915621.6788

731273.5506 | 1915623.2192

731276.5467 | 1915623.3744

731334.1868 | 1915627.2220

731337.1796 | 1915627.4305

731392.0466 | 1915631.2524

731395.0394 | 1915631.4608

731444.6760 | 1915634.9184

731447.6687 1915635.1268

731499.5430 | 1915638.7403

731502.5358 | 1915638.9487

731547.4270 | 1915642.0757

731550.4197 | 1915642.2842

731599.3013 | 1915645.6892

731602.2940 | 1915645.8976

731654.6671 | 1915649.5458

731657.6599 1915649.7543

WATER SERVICE SCHEDULE

EASTING

1915618.774

1915620.1250

SERVICE

STATION

- (4) 3-1/4" ASPHALT CONCRETE BASE, ITEM 301
- (5) 6" AGGREGATE BASE, ITEM 304

No Scale
DESIGN SPEED = 30MPH, POSTED SPEED = 25MPH

- 6 COMBINATION CURB & GUTTER, TYPE STANDARD, PER COC STD.DWG.2010
- (7) 4" PIPE UNDERDRAIN, ITEM 605

AS-BUILT INFORMATION

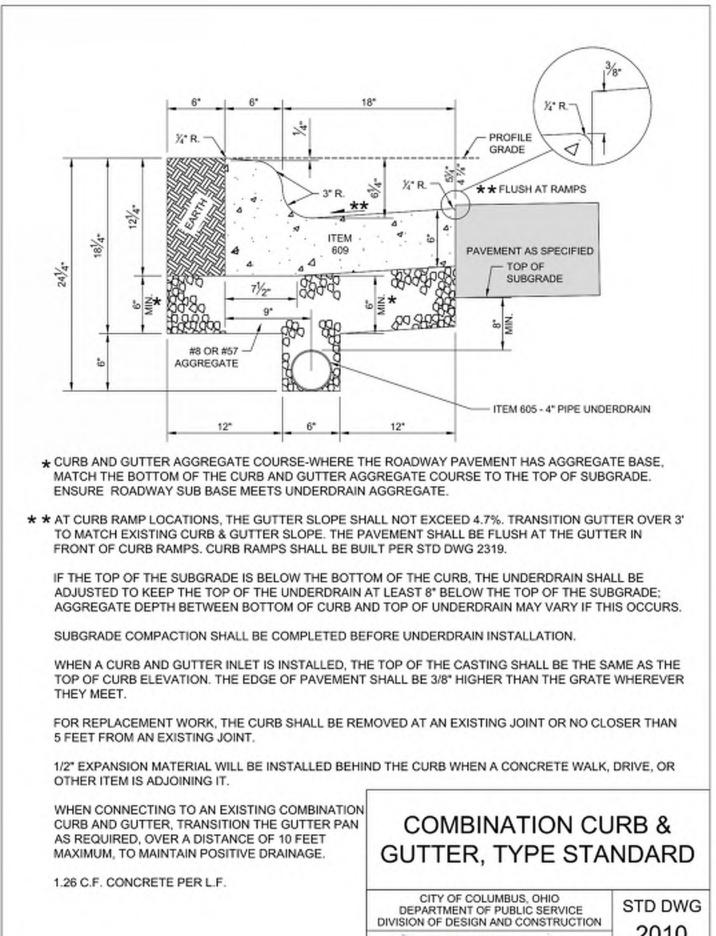
NORTHING

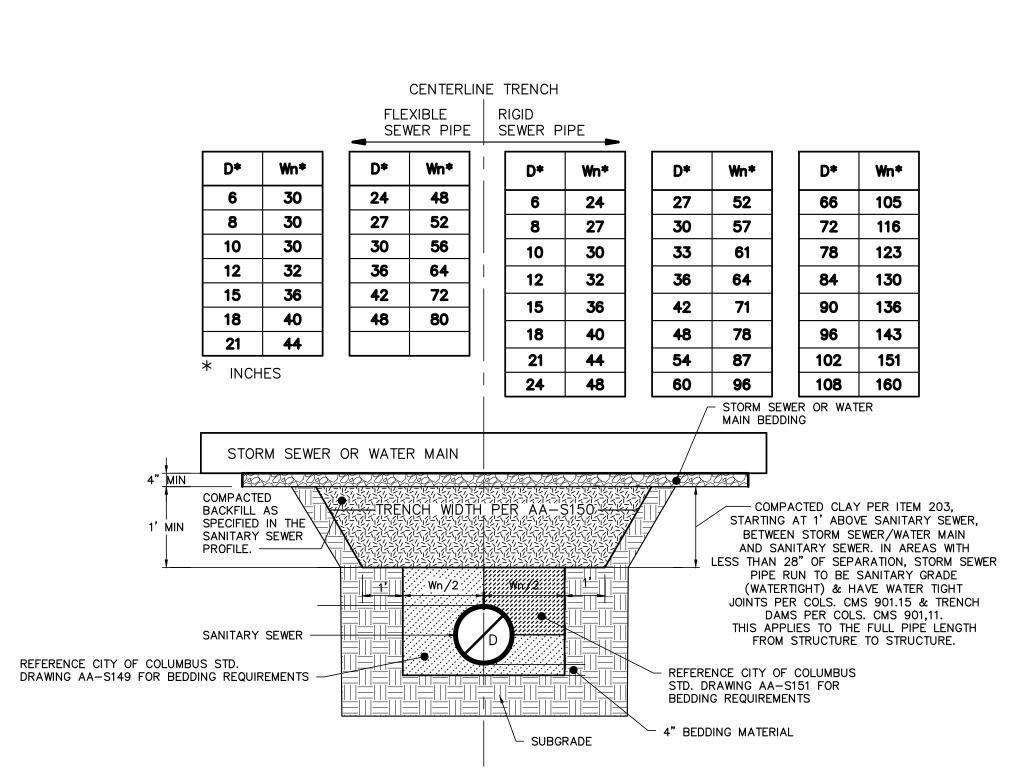
STATE PLANE COORDINATES

(SERVICE LOCATION)

EASTING

- (8) NO.8 OR NO.57 AGGREGATE (PRICE TO BE INCLUDED IN THE PRICE BID FOR 4" PIPE UNDERDRAIN.)
- (9) SEEDING AND MULCHING, ITEM 659.
- (10) STANDARD SIDEWALK (4" THICK) PER COC STD.DWG.2300
- (11) SUBGRADE COMPACTION, ITEM 204
- ALL ITEM NUMBERS REFER TO THE CITY OF COLUMBUS CMS, CURRENT EDITION.





THE ABOVE SHALL BE USED DURING THE CONSTRUCTION OF THE SANITARY SEWER & SANITARY SERVICE LATERALS AT EXISTING/PROPOSED STORM SEWER & ALL WATERLINE CROSSINGS. IF IT IS DISTURBED DURING CONSTRUCTION OF THE STORM SEWER OR THE WATERLINE, IT MUST BE RESTORED TO THE REQUIREMENTS OF THE DETAIL. LENGTH OF THE I/I BARRIER PROTECTION FOR SANITARY MAINS AND/OR LATERALS SHALL BE 10 FEET CENTERED ON STORM/WATERLINE PIPE CROSSING AND MEASURED ALONG THE SANITARY MAINLINE OR SERVICE LATERAL.

> ANTI INFILTRATION AND INFLOW BARRIER DETAIL NO SCALE

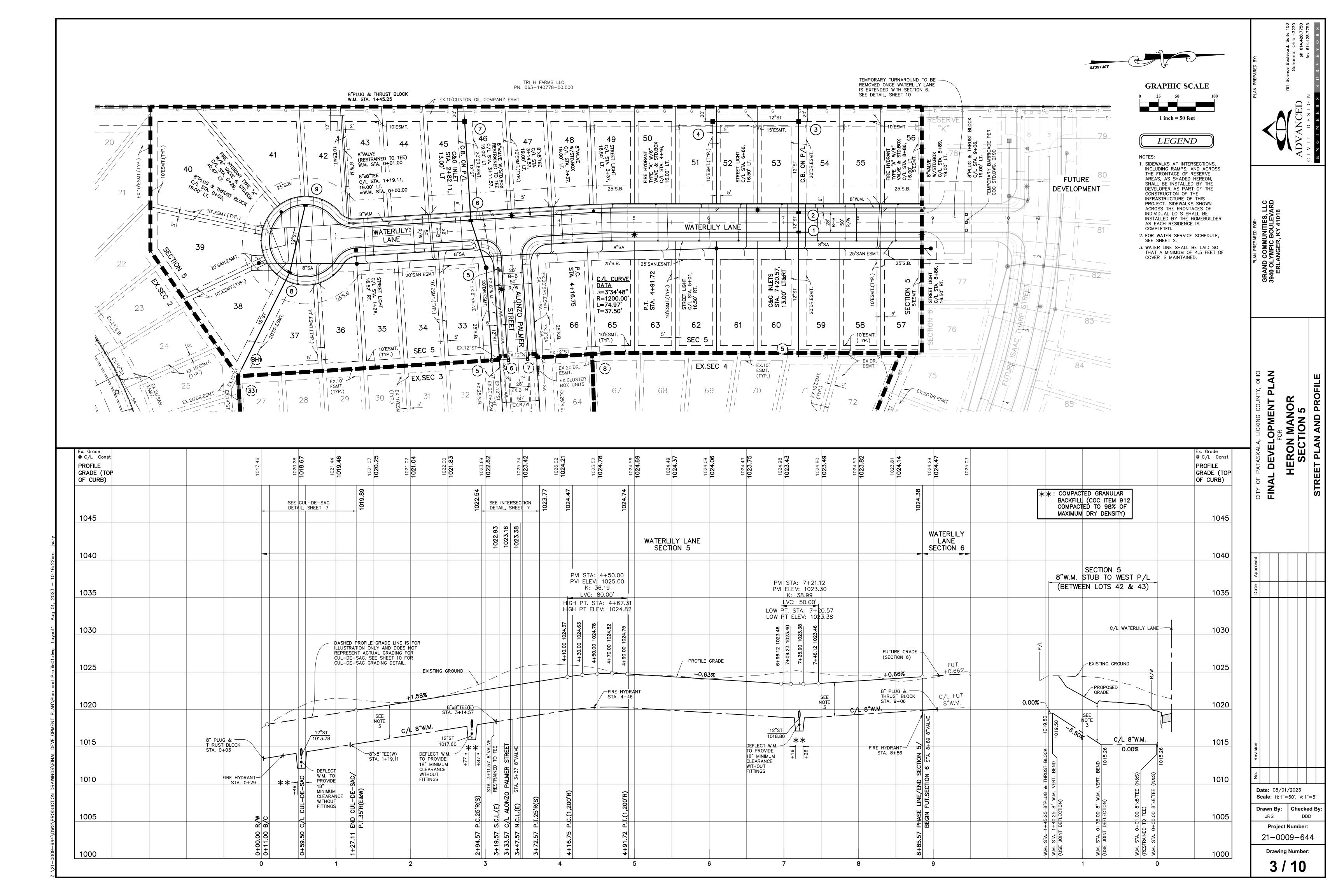
3/30/2018

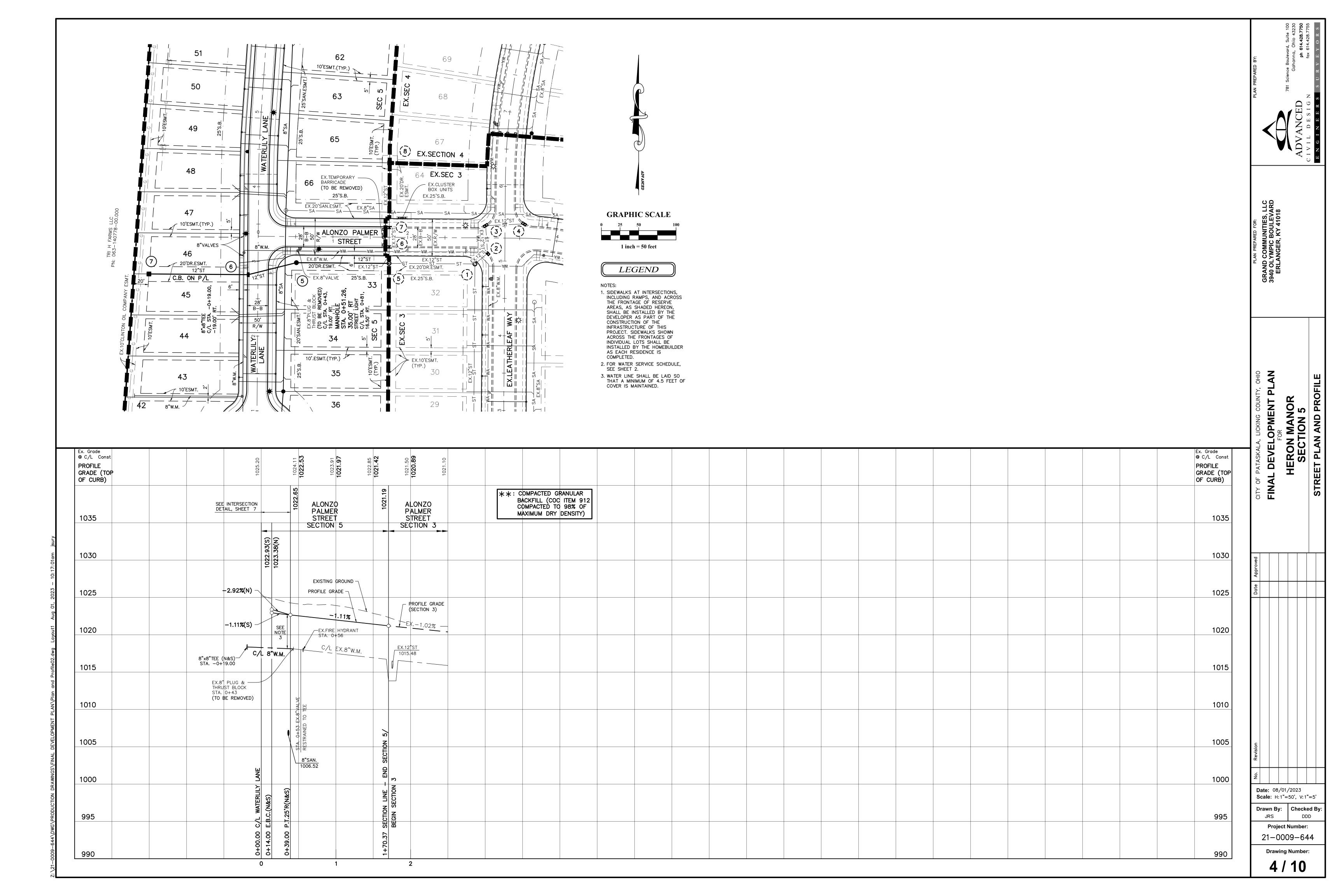
SHT 1 OF 1

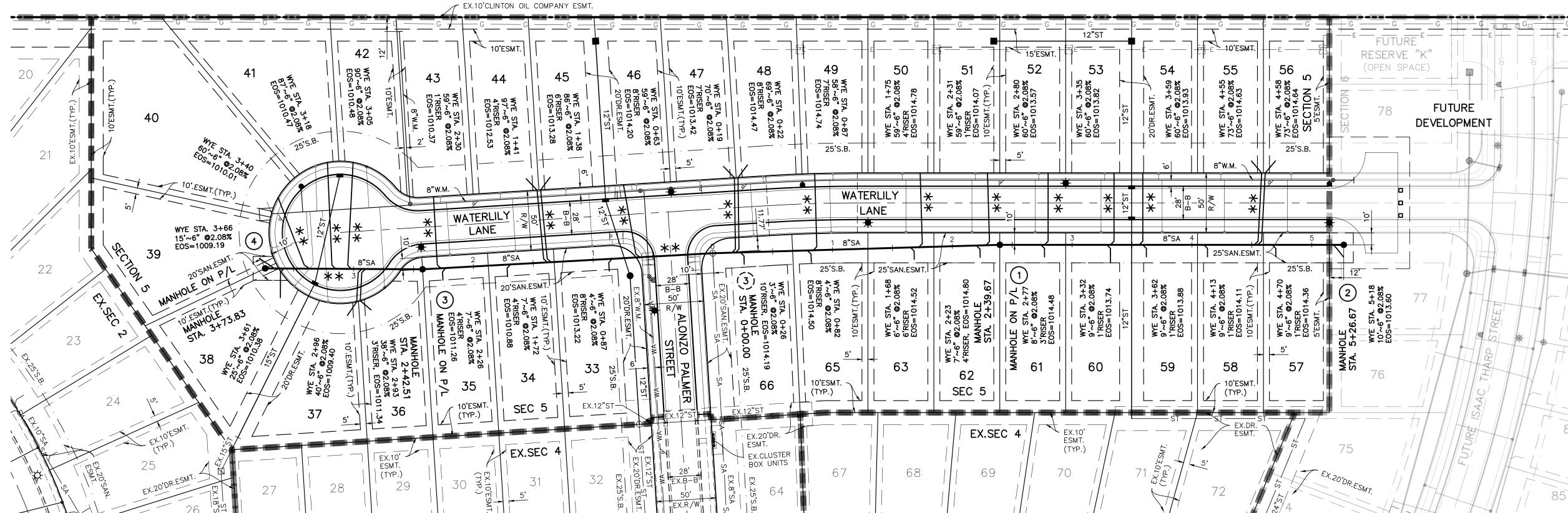
**Date:** 08/01/2023 Scale: NONE Drawn By: | Checked By JRS **Project Number:** 21-0009-644

IMPROVEMENTS.

Drawing Number:







ADVANCED				4
	<b>G</b>	SRAP	HIC S	CALE
		1 ir	nch = 50	feet

# LEGEND

IN ADDITION TO THE NOTES BELOW, SEE STANDARD DRAWING SAN-1/SAN-2 FOR BACKFILL REQUIREMENTS WITHIN THE INFLUENCE OF THE R/W AND UNDER PATHS OUTSIDE OF THE R/W.

GRANULAR BACKFILL ITEM
912 REQUIRED FOR
PAVEMENT INFLUENCE LINE
& AT UTILITY CROSSINGS.

\* : BACKFILL COMPACTED TO 95% OF ITS MAXIMUM LABORATORY DRY WEIGHT.

\*\* : GRANULAR BACKFILL (ITEM 304) COMPACTION PER ITEM 912

I/I: REFERENCE ANTI
INFILTRATION AND INFLOW
BARRIER DETAIL (SHEET 2,
SANITARY SEWER
IMPROVEMENT PLAN) FOR
BACKFILL REQUIREMENTS.

### <u>NO1</u>

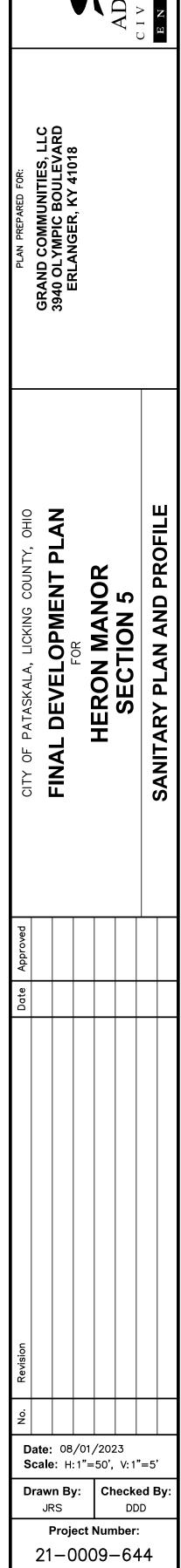
- 1. RISER LENGTHS SHOWN ARE THE ACTUAL LENGTH OF PIPE LAID AT 45° ANGLE, NOT VERTICAL ELEVATION DIFFERENCE.
- 2. TRACER WIRE SHALL BE INSTALLED ON ALL SANITARY SEWER SERVICE LINES. REFERENCE GENERAL NOTES FOR ADDITIONAL INFORMATION.

SEWER MANHOLE COORDINATES (BASED ON NAD83 OHIO ZONE SOUTH — NSRS 2011 ADJ.)							
STRUCTURE NO.	PLAN NORTHING	PLAN EASTING	AS-BUILT NORTHING	AS-BUILT EASTING			
1	731411.4949	1915686.7379					
2	731697.8011	1915706.6813					
3	730929.5413	1915673.6396					
4	730798.5938	1915663.7334					
EX3	731172.0228	1915677.1234					

SEWER ALIGNMENT — BEARING & DISTANCE TABLE									
FROM	ТО	SIZE	PLAN BEARING	PLAN DISTANCE	AS-BUILT BEARING	AS-BUILT DISTANCE			
EX3	1	8"	N02*17'57"E	239.67'					
1	2	8"	N03*59'05"E	287.00'					
EX3	3	8"	S00°49'23"W	242.51					
3	4	8"	S04*19'34"W	131.32'					

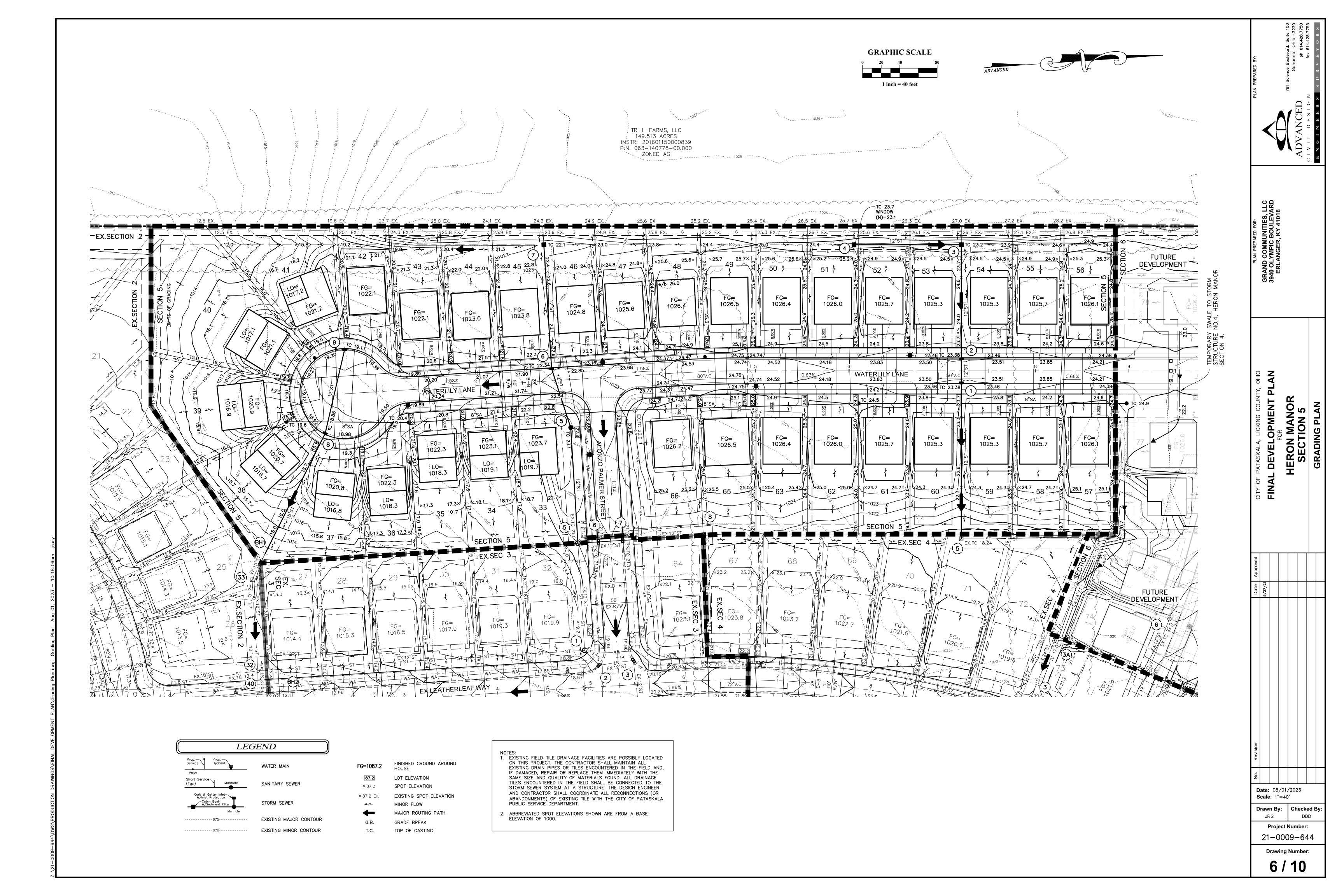
	4	3		(3)	(3)		1			2	
1030	TC=1019.60			(PLAN)	(PLAN)		TC=1024.50			TC=1024.90	1030
1025			*	ALONZO EX		~		EX.GROUND PROP.GRADE			1025
1020	ALONZO PALMER STREET CUL-DE-SAC	PROP.GRADE EX.GROUND		55							1020
	COL-DE-SAC		8"W.M. 12"ST 1017.22						12"ST 1017.56		
1015	12"ST 1013.01							78-	7.00' ~ 8" @ 0.45%	593	1015
1010	7 131.32 ~ 8" @ 0.45% & S	242.	51 ~ 8 @ 0.70%	8"(N) 1006.03	8"(S) 1006.03	239.67' ~ 8" @ 2.30	1011.54			1012	1010
1005		242.	** 1/1	EX.8"(E) 1005.93 (PLAN)	EX.8"(E) 8 9 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0						1005
1000	**	*	+   +   +   +	<u>د</u>	SC S	*		* **	-		1000
995	173.83 MANHOLE SAN-3 SAN-3 142.51 MANHOLE	SAN-3		+00.00 EX.MANHOLE HERON MANG SECTION 3	+00.00 EX.MANHOLE HERON MANG SECTION 3		+39.67 MANHOLE SAN-3			+26.67 MANHOLE SAN-3	995
STATION	3	2	1	0	0	1	2	3	4	5	
EX. GROUND	1017.27	1018.97	1021.88	1022.81	1022.81	1023.70	1024.63	1023.64	1024.38	1023.96	
INVERT	1008.09	1007.43	1006.73	1005.93	1005.93	1008.33	1010.63	1011.91	1012.36	1012.81	
CUT	9.18	11.54	15.15	16.88	16.88	15.37	14.00	11.73	12.02	11.15	

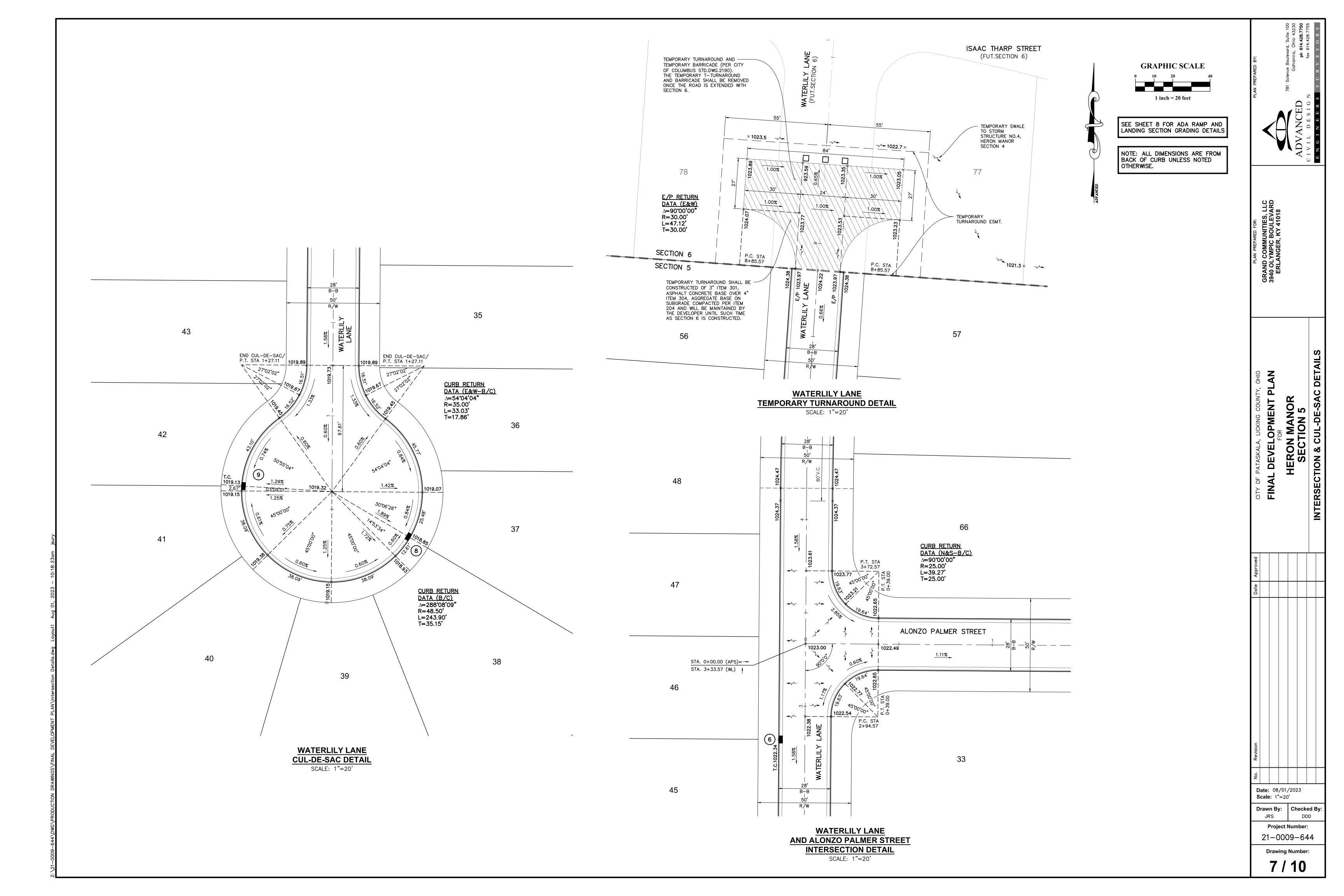
		SANIT	ARY SERVICE	SCHEDULE		
		PLAN INFORMAT	AS	BUILT INFORMATION		
LOT NUMBER	WYE		COORDINATES DCATION)	WYE	STATE PLANE (WYE LO	COORDINATES
	STATION	NORTHING	EASTING	STATION	NORTHING	EASTING
47	0+19	731191.0075	1915677.8857			
48	0+22	731194.0051	1915678.0060			
66	0+26	731198.0018	1915678.1665			
65	0+82	731253.9568	1915680.4130			
49	0+87	731258.9527	1915680.6136			
63	1+68	731339.8875	1915683.8630			
50	1+75	731346.9122	1915684.1450			
62	2+23	731394.8433	1915686.0694			
51	2+31	731403.0037	1915686.3970			
61	2+77	731448.7396	1915689.3323			
52	2+80	731451.7323	1915689.5408			
60	3+32	731503.6066	1915693.1542			
53	3+35	731506.5994	1915693.3627			
54	3+59	731530.5414	1915695.0304			
59	3+62	731533.5341	1915695.2389			
58	4+13	731584.4108	1915698.7828			
55	4+55	731626.3093	1915701.7013			
56	4+58	731629.3021	1915701.9098			
57	4+70	731641.2731	1915702.7437			
77	5+18	731689.1570	1915706.0791			
46	0+63	731108.2742	1915676.2075			
33	0+87	731085.0317	1915675.8736			
45	1+38	731034.0370	1915675.1409			
44	1+41	731031.0373	1915675.0978			
34	1+72	731000.0405	1915674.6525			
35	2+26	730946.0461	1915673.8767			
43	2+30	730942.0465	1915673.8193			
36	2+93	730879.1917	1915669.8306			
37	2+96	730876.2002	1915669.6043			
42	3+05	730867.2259	1915668.9254			
41	3+18	730854.2629	1915667.9448			
40	3+40	730832.3256	1915666.2852			
38	3+61	730811.3854	1915664.7011			
39	3+66	730806.3997	1915664.3239			

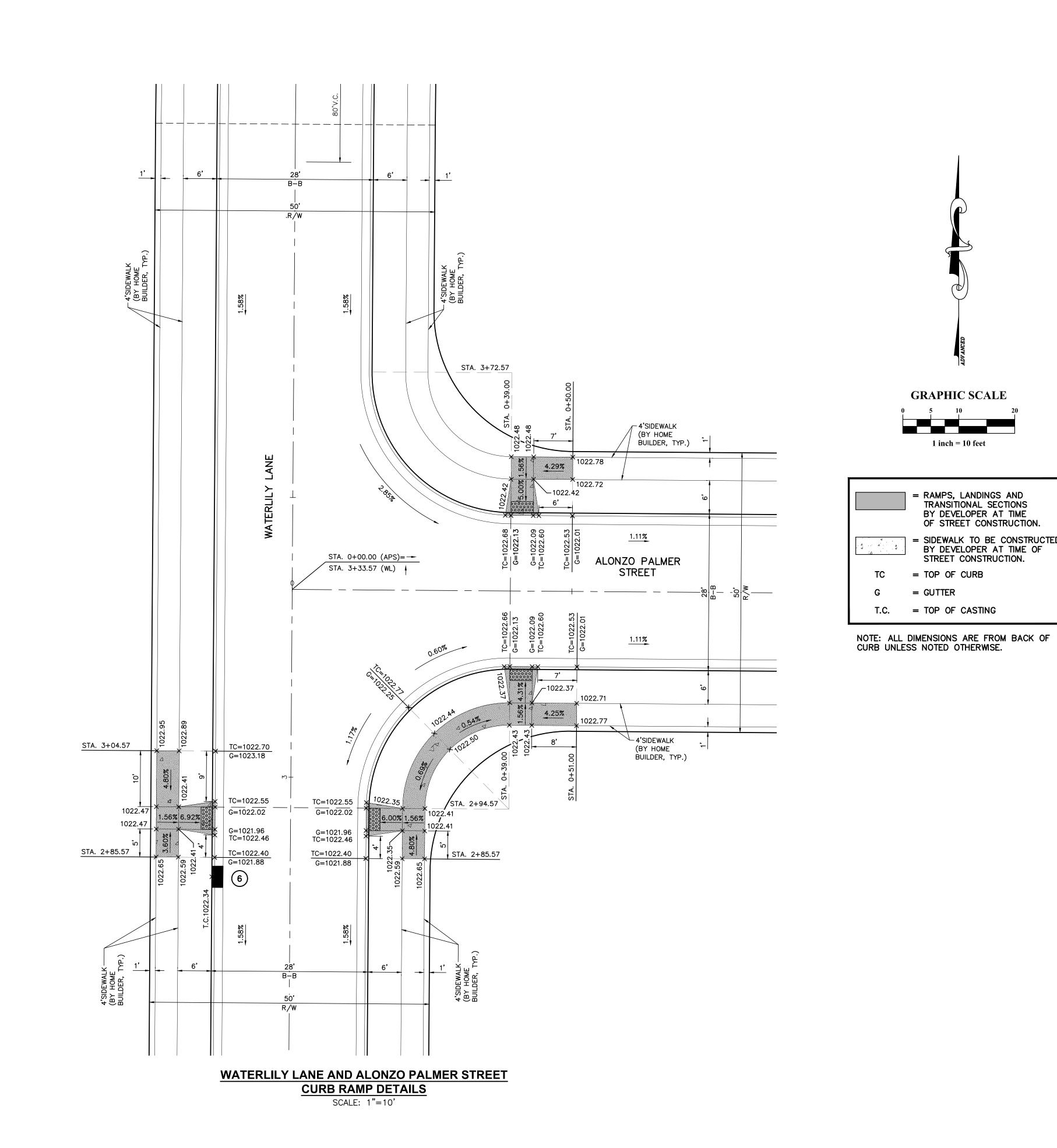


Drawing Number:

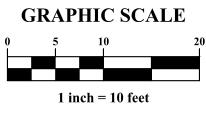
ulevard, Suite nna, Ohio 43 **ph 614.428.7** fax 614.428.7











= RAMPS, LANDINGS AND TRANSITIONAL SECTIONS BY DEVELOPER AT TIME OF STREET CONSTRUCTION. = SIDEWALK TO BE CONSTRUCTED BY DEVELOPER AT TIME OF STREET CONSTRUCTION. = TOP OF CURB

T.C. = TOP OF CASTING

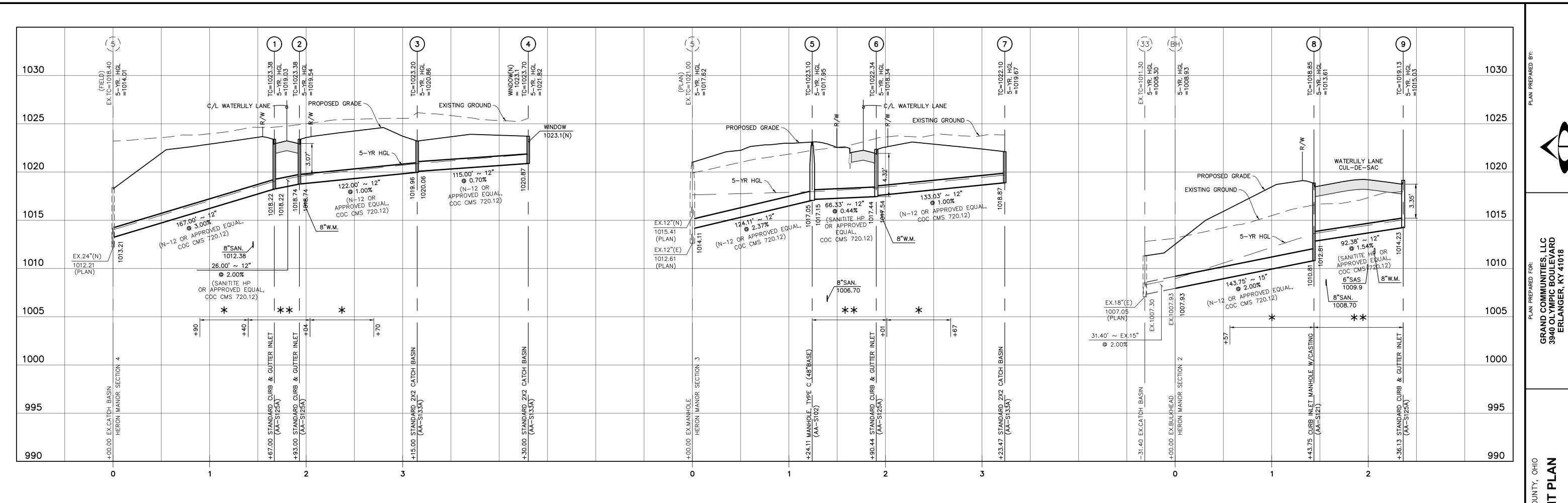
ulevard, Suite 100 inna, Ohio 43230 **ph 614.428.7750** fax 614.428.7755

**Date:** 08/01/2023 **Scale**: 1"=10'

Drawn By: Checked By JRS

Project Number: 21-0009-644

**Drawing Number:** 8 / 10



SEWER MANHOLE COORDINATES (BASED ON NAD83 OHIO ZONE SOUTH — NSRS 2011 ADJ.)							
STRUCTURE NO.	PLAN NORTHING	PLAN EASTING	AS-BUILT NORTHING	AS-BUILT EASTING			
1	731522.7577	1915672.4349					
2	731524.5644	1915646.4977					
3	731533.0421	1915524.7926					
4	731418.3201	1915516.8014					
5	731101.9222	1915691.1178					
6	731085.9184	1915626.7428					
7	731086.8579	1915493.7126					
8	730839.1053	1915679.0927					
9	730866.1670	1915590.7617					
EX.5 (SEC.4)	731511.1531	1915839.0312					
EX.BH	730766.1189	1915802.9404					
EX.5 (SEC.3)	731101.0457	1915815.2240					
EX.33	730750.1766	1915829.9922					

SEWER ALIGNMENT - BEARING & DISTANCE TABLE							
FROM	то	SIZE	PLAN BEARING	PLAN DISTANCE	AS-BUILT BEARING	AS-BUILT DISTANCE	
EX.5	1	12"	N86°00'55"W	167.00'			
EX.BH	8	15"	N59*29'17"W	143.75'			
8	9	12"	N72*58'00"W	92.38'			
1	2	12"	N86°00'55"W	26.00'			
2	3	12"	N86°00'55"W	122.00'			
3	4	12"	S03*59'05"W	115.00'			
EX5	5	12"	N89°35'43"W	124.11'			
5	6	12"	S76*02'21"W	66.33'			
6	7	12"	N89°35'43"W	133.03'			
EX33	EX.BH	15"	N59°29'17"W	31.40'			

NOTE:
PIPE COVER DIMENSION WITHIN THE LIMITS OF
PAVEMENT ARE MEASURED FROM TOP OF PIPE
(INCLUDING PIPE THICKNESS) TO PROPOSED
GRADE.

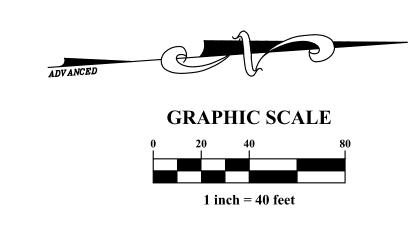
ALL TRENCH BACKFILL SHALL BE COMPACTED TO 95% OF MAXIMUM DRY WEIGHT AT OPTIMUM MOISTURE CONTENT (±2%) UNLESS NOTED AS:

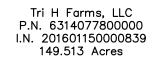
- \* COMPACTED BACKFILL (COC ITEM 911 COMPACTED AS PER COC TABLE 912.03 OR ODOT TABLE 203.07-1)
- \*\*: COMPACTED GRANULAR BACKFILL (COC ITEM 912 COMPACTED AS PER COC TABLE 912.03 OR ODOT TABLE 203.07-1)

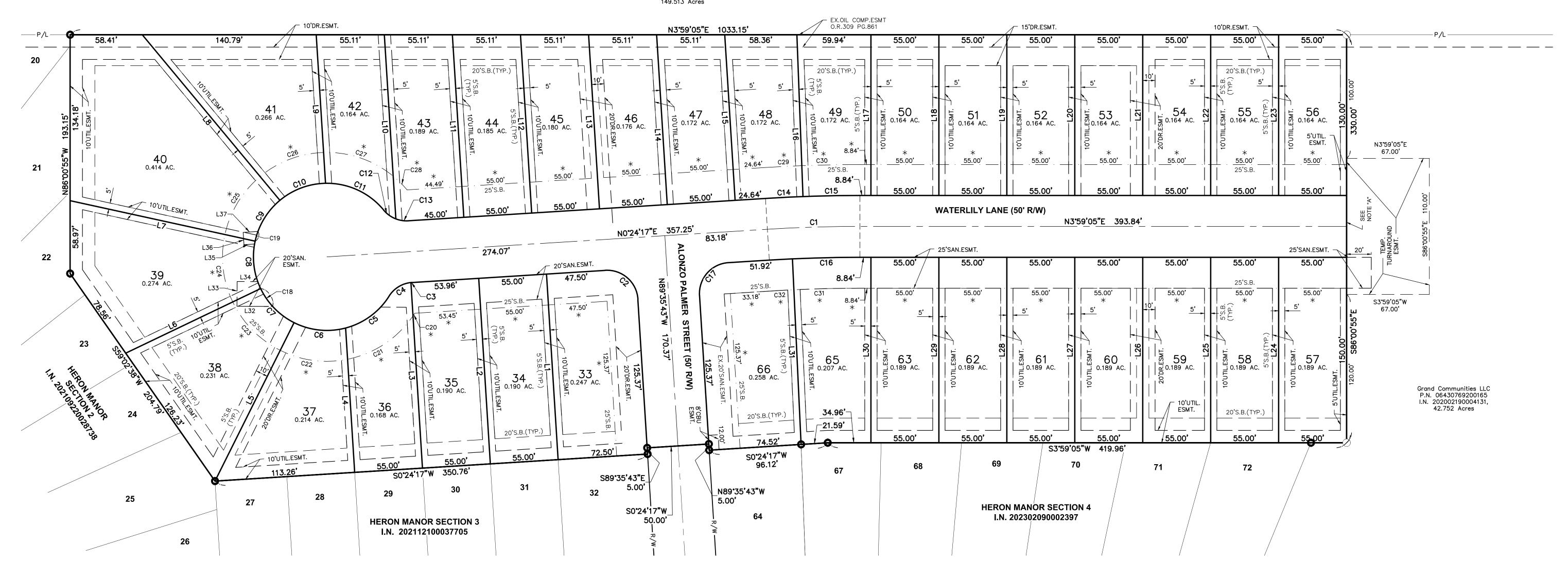
Date: 08/01/2023 **Scale**: H:1"=50', V:1"=5' Drawn By: Checked By JRS Project Number: 21-0009-644 **Drawing Number:** 

nulevard, Suite 100 anna, Ohio 43230 ph 614.428.7750 fax 614.428.7755

1 inch = 5 feet (V) 1 inch = 50 feet (H)







CURVE TABLE									
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DIST.				
C1	3°34'48"	1200.00'	74.98'	N02°11'41"E	74.97'				
C2	90°00'00"	25.00'	39.27	N45°24'17"E	35.36'				
C3	2°29'24"	24.00'	1.04'	N00°50'25"W	1.04'				
C4	51°34'40"	24.00'	21.60'	N27°52'27"W	20.88'				
C5	42°51'24"	59.50'	44.51'	N32°14'06"W	43.48'				
C6	41°19'06"	59.50'	42.91'	N09°51'10"E	41.98'				
C7	37*54'26"	59.50'	39.37	N49°27'56"E	38.65'				
C8	37*54'26"	59.50'	39.37'	N87°22'22"E	38.65'				
C9	37°54'26"	59.50'	39.37'	S54°43'12"E	38.65'				
C10	38°41'07"	59.50'	40.17	S16 <b>°</b> 25'25"E	39.41'				
C11	51°33'13"	59.50'	53.54	S28°41'45"W	51.75'				
C12	29°26'30"	24.00'	12.33'	S39°45'06"W	12.20'				
C13	24°37'35"	24.00'	10.32'	S12*43'04"W	10.24				
C14	1°25'13"	1225.00'	30.37	S01°06'53"W	30.37				
C15	2*09'35"	1225.00'	46.17	S02°54'17"W	46.17'				
C16	2°39'58"	1175.00'	54.67	N02°39'06"E	54.67				

	CURVE TABLE									
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DIST					
C17	90°00'00"	25.00'	39.27	N44°35'43"W	35.36'					
C18	16°48'45"	59.50'	17.46'	N60°00'46"E	17.40'					
C19	7*52'00"	59.50'	8.17'	N69°44'25"W	8.16'					
C20	1°44'30"	84.50'	2.57'	N52°26'44"W	2.57'					
C21	44°06'39"	84.50'	65.05	N29°31'10"W	63.46'					
C22	37 <b>°</b> 58'33"	84.50'	56.01'	N11°31'26"E	54.99'					
C23	37 <b>°</b> 54'26"	84.50'	55.91'	N49°27'56"E	54.89'					
C24	37 <b>°</b> 54'26"	84.50'	55.91'	N87°22'22"E	54.89'					
C25	37 <b>°</b> 54'26"	84.50'	55.91'	S54°43'12"E	54.89'					
C26	37 <b>°</b> 56'28"	84.50'	55.96'	S16°47'45"E	54.94'					
C27	41°12'45"	84.50'	60.78	S22°46'52"W	59.48'					
C28	10°44'18"	84.50'	15.84'	S48°45'24"W	15.81'					
C29	1°25'13"	1250.00'	30.99'	S01°06'53"W	30.99'					
C30	2*09'35"	1250.00'	47.12'	S02°54'18"W	47.12'					
C31	2*39'58"	1150.00'	53.51'	S02*39'06"W	53.51'					
C32	0°54'50"	1150.00'	18.34'	S00°51'42"W	18.34'					

	LINE TA	ABLE
LINE	DISTANCE	BEARING
L1	150.37	S89°35'43"E
L2	150.37	S89°35'43"E
L3	150.35'	S89°35'43"E
L4	117.01'	S89°35'43"E
L5	143.22'	S59°29'17"E
L6	121.01'	S21°34'51"E
L7	153.25'	S16*19'35"W
L8	174.17'	S54°14'01"W
L9	120.39'	N89°35'43"W
L10	149.21	N89°35'43"W
L11	147.95'	N89°35'43"W
L12	144.51'	N89°35'43"W
L13	141.07'	N89°35'43"W
L14	137.63'	N89°35'43"W
L15	134.19'	N89°35'43"W
L16	130.96'	N88°10'30"W
		·

	LINE TA	ABLE
LINE	DISTANCE	BEARING
L17	130.00'	N86°00'55"W
L18	130.00'	N86°00'55"W
L19	130.00'	N86°00'55"W
L20	130.00'	N86°00'55"W
L21	130.00'	N86°00'55"W
L22	130.00'	N86°00'55"W
L23	130.00'	N86°00'55"W
L24	150.00'	S86°00'55"E
L25	150.00'	S86°00'55"E
L26	150.00'	S86°00'55"E
L27	150.00'	S86°00'55"E
L28	150.00'	S86°00'55"E
L29	150.00'	S86°00'55"E
L30	150.00'	S86°00'55"E
L31	150.24'	S88°40'53"E
L32	28.80'	S04°19'34"W

# NOTE

LINE TABLE

LINE DISTANCE BEARING

L33 | 20.00' | N85°40'26"W

L34 | 16.61' | N04°19'34"E

L35 8.56' S00°24'17"W

| L36 | 10.00' | N89°35'43"W |

L37 | 11.94' | N00°24'17"E

- A TEMPORARY EASEMENT FOR TEMPORARY TURNAROUND SHALL BECOME NULL AND VOID AT SUCH TIME AS TURNAROUND IS REMOVED AND WATERLILY LANE IS EXTENDED BY PLAT OR DEED.
- B LOTS RECORDED ON THIS PLAT ARE TRIBUTARY TO EXISTING AND FUTURE RESERVES WHEREIN STORM WATER BASINS AND CONTROL FACILITIES EXIST FOR THE PURPOSE OF STORM WATER MANAGEMENT. TO MAINTAIN PROPER STORM WATER MANAGEMENT, SUCH FACILITIES SHALL BE OWNED, MANAGED, AND REPAIRED BY THE DEVELOPER UNTIL SUCH TIME AS DEVELOPER NO LONGER HOLDS AN ASSOCIATION BOARD SEAT, AT WHICH TIME, ALL RESPONSIBILITIES SHALL BE TRANSFERRED TO SAID ASSOCIATION.

"∗" Lot width along the building line

**Date:** 08/01/2023

Date: 08/01/2023 Scale: 1"=40'

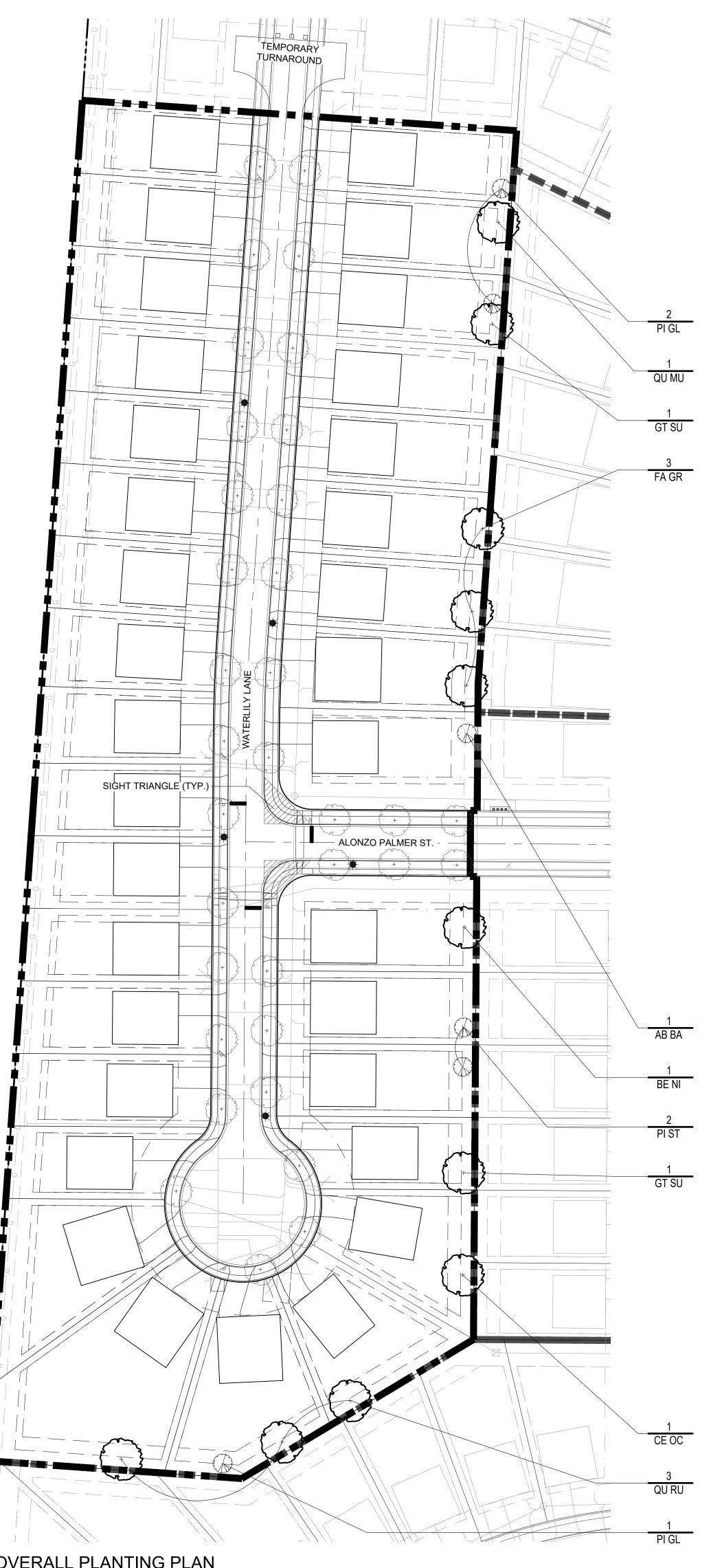
Drawn By: Checked By

JRS DDD

Brainet Number:

Project Number: 21-0009-644

Drawing Number: 10 / 10



OVERALL PLANTING PLAN

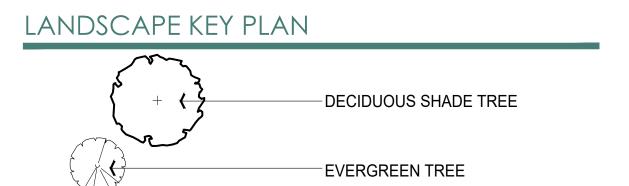
SCALE: 1"=50"

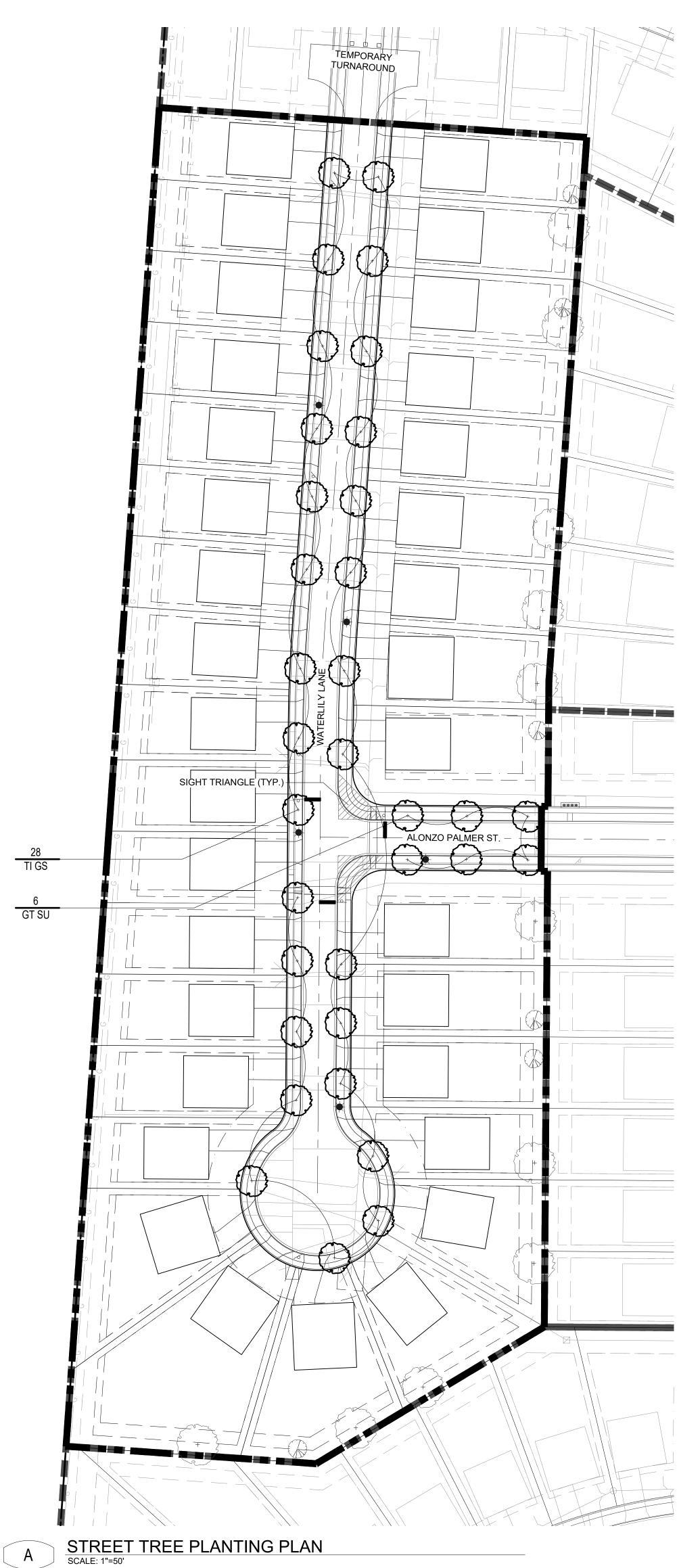
OVERALL PLANT LIST

(COIII	liacioi is	responsible for all plant material si	iowii oli pian)			
QTY.	CODE	BOT. NAME/COMMON NAME	SIZE	COND.	SPACING	NOTES
DECID	UOUS SHA	DE TREES / STREET TREES				
1	QU MU	Quercus Muehlenbergii Chinkapin Oak	2.5" CAL.	B&B	AS SHOWN	
3	QU RU	Quercus Rubra Red Oak	2.5" CAL.	B&B	AS SHOWN	
2	GT SU	Gleditsia Triancanthos 'Sunburst' Sunburst Honey Locust	2.5" CAL.	B&B	AS SHOWN	
3	FA GR	Fagus Grandifolia American Beech	2.5" CAL.	B&B	AS SHOWN	
1	BE NI	Betula Nigra River Birch	2.5" CAL.	B&B	AS SHOWN	
1	CE OC	Celtis Occidentalis Common Hackberry	2.5" CAL.	B&B	AS SHOWN	
EVER	GREEN TR	EES				
1	AB BA	Abies Balsamea Balsam Fir	6'-7' HT.	B&B	PER PLAN	
3	PI GL	Picea Glauca White Spruce	6'-7' HT.	B&B	PER PLAN	
2	PI ST	Pinus Strobus Eastern White Pine	6'-7' HT.	B&B	PER PLAN	

1. EACH LOT TO HAVE A MINIMUM OF 1 TREE IN YARD (IN ADDITION TO THE ABOVE PLANT LIST). 2. TREES PLANTED IN YARD TO CONTRIBUTE TOWARDS FINAL TREE REPLACEMENT COUNT.

3. SEE SHEET L-3 FOR YARD PLANTING AND YARD TREE LIST.

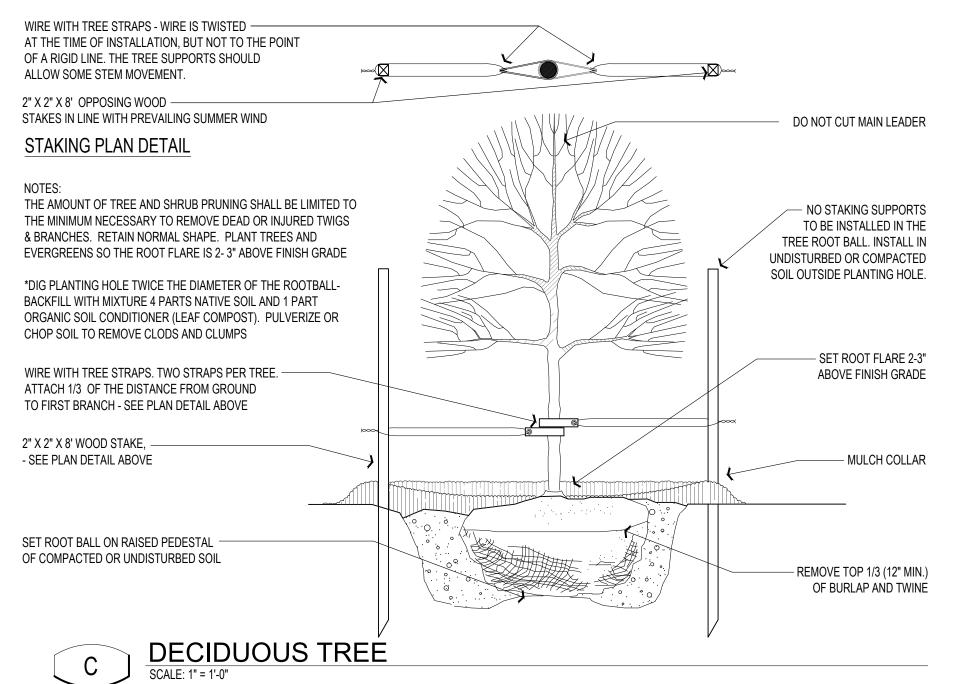




STREET TREE PLANT LIST (Contractor is responsible for all plant material shown on plan)									
QTY.	CODE	BOT. NAME/COMMON NAME	SIZE	COND.	SPACING	NOTES			
DECIE	DUOUS SHA	ADE TREES / STREET TREES							
28	TI GS	Tilia Cordata 'Greenspire' Greenspire Littleleaf Linden	2" CAL.	B&B	AS SHOWN	Match Form			
6	GT SU	Gleditsia Triancanthos 'Sunburst' Sunburst Honey Locust	2" CAL.	B&B	AS SHOWN				

1. ALL STREET TREES WILL BE INSTALLED IN ACCORDANCE WITH VA-19-021 2. STREET TREES ARE NOT INCLUDED IN TREE REPLACEMENT NUMBERS.

NOTES:



**EXHIBIT L-1** 



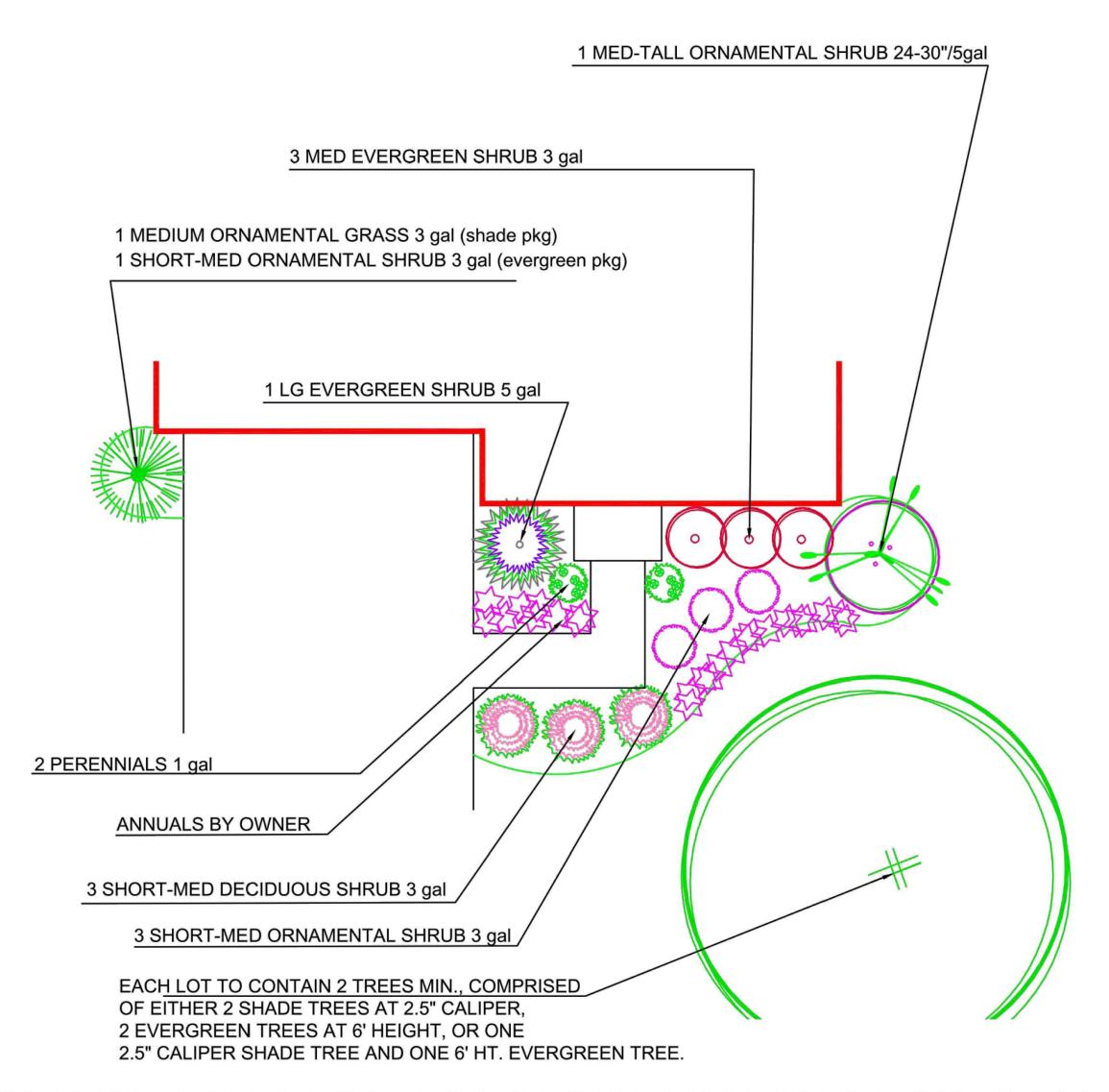








HARPER M38



# \*SHADE TREE OR EVERGREEN TREE OPTION

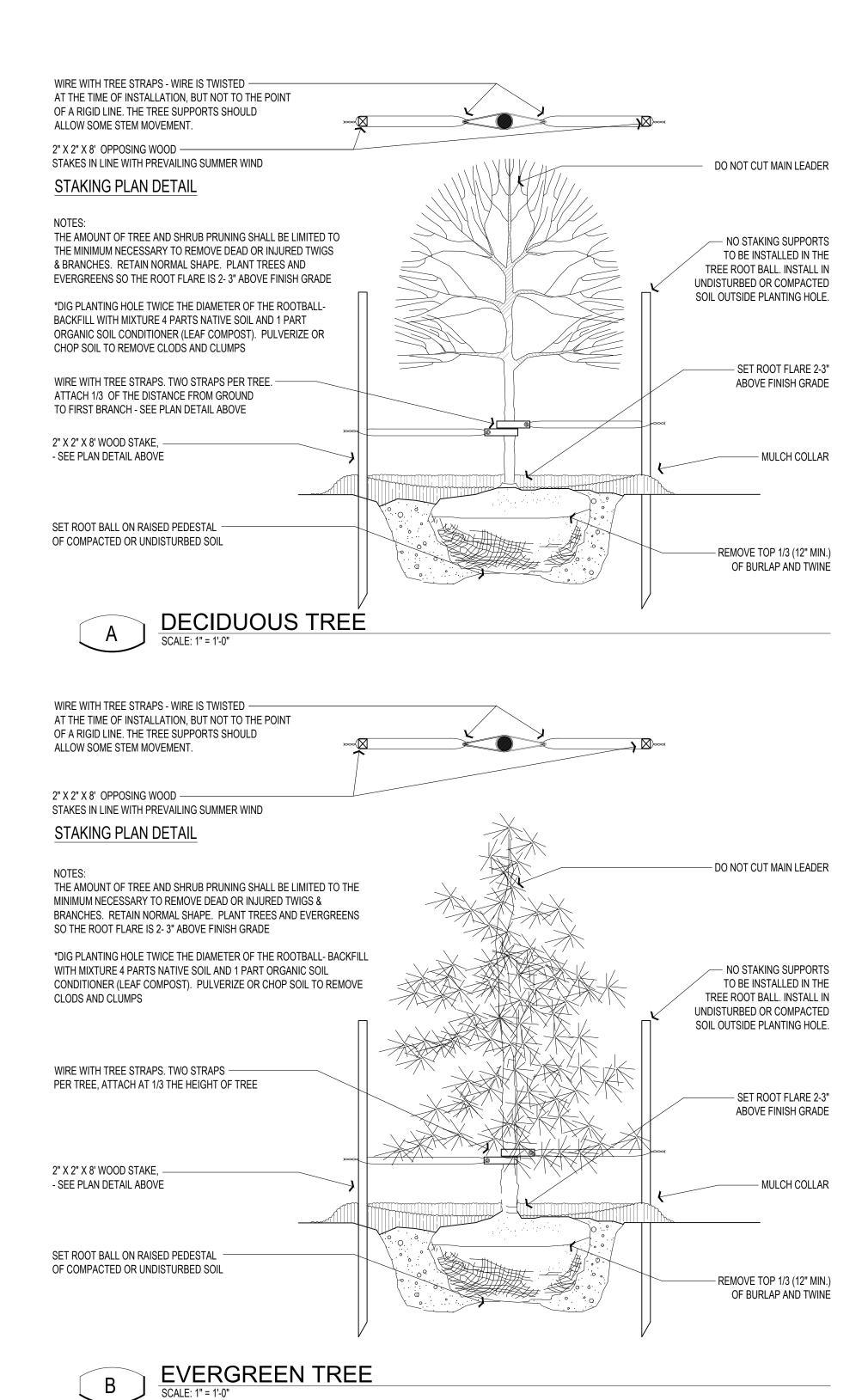
\* Evergreen or shade tree options tbd by the landscaper and supervisor considering overall streetscape concept see detail, a minimum of one evergreen packages per 4 homes.

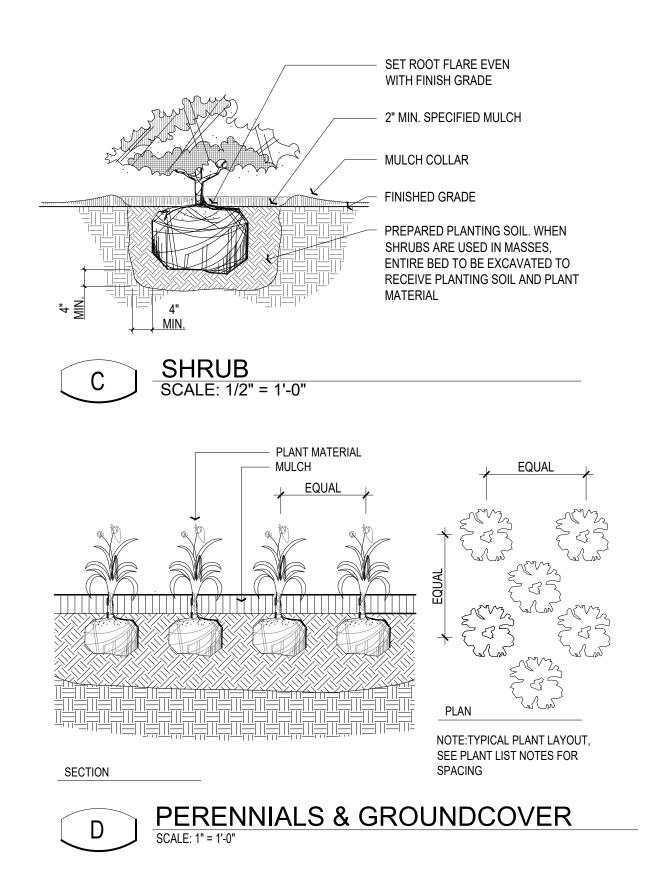


This plan is typical design, changes may need to occur per homesite conditions such as but not exclusive of: changes in grade, easements, utility locations, sun orientation, plant availability, soil conditions, and drainage conditions. These conditions will need to be determined in the field by the landscape professional. © 2007 Fischer Homes Inc. All Rights Reserved.

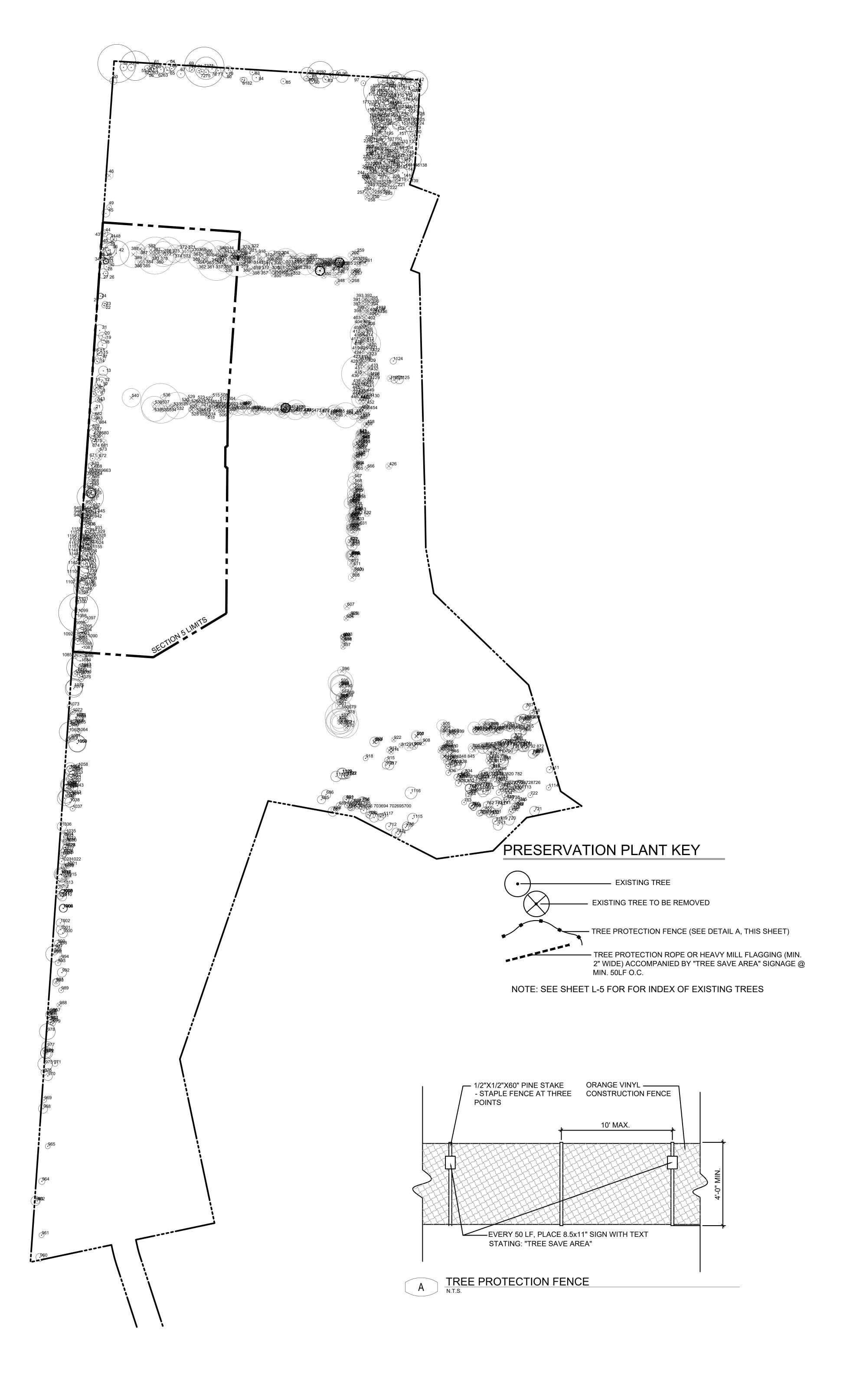
# E TYPICAL LOT LANDSCAPE ENLARGEMENT PLAN N.T.S. NOTE: FRONT YARD TREE TO CONTRIBUTE TOWARD TREE REPLACEMENT COUNT

SE	ONT YARD TREE LICTION 5 ONLY tractor is responsible for all plant mate	·	ŕ
QTY.	BOT. NAME/COMMON NAME	SIZE	COND.
DECID	UOUS SHADE TREES / STREET TREES		
4	Quercus Ellipsoidalis Northern Pin Oak	2.5" CAL.	B&B
6	Quercus Rubra Red Oak	2.5" CAL.	B&B
4	Gleditsia Triancanthos 'Sunburst' Sunburst Honey Locust	2.5" CAL.	B&B
2	Fagus Grandifolia American Beech	2.5" CAL.	B&B
4	Betula Nigra River Birch	2.5" CAL.	B&B
4	Celtis Occidentalis Common Hackberry	2.5" CAL.	B&B
4	Tilia Americana American Basswood	2.5" CAL.	B&B
4	Acer Campestre Hedge Maple	2.5" CAL.	B&B
6	Acer Rubrum Red Maple	2.5" CAL.	B&B
4	Liquidambar Styraciflua American Sweet Gum	2.5" CAL.	B&B
4	Ostrya Virginiana Eastern Hop Hornbeam	2.5" CAL.	B&B
EVER	GREEN TREES		
4	Abies Balsamea Balsam Fir	6'-7' HT.	B&B
4	Picea Glauca White Spruce	6'-7' HT.	B&B
6	Pinus Strobus Eastern White Pine	6'-7' HT.	B&B
6	Picea Abies Norway Spruce	6'-7' HT.	B&B







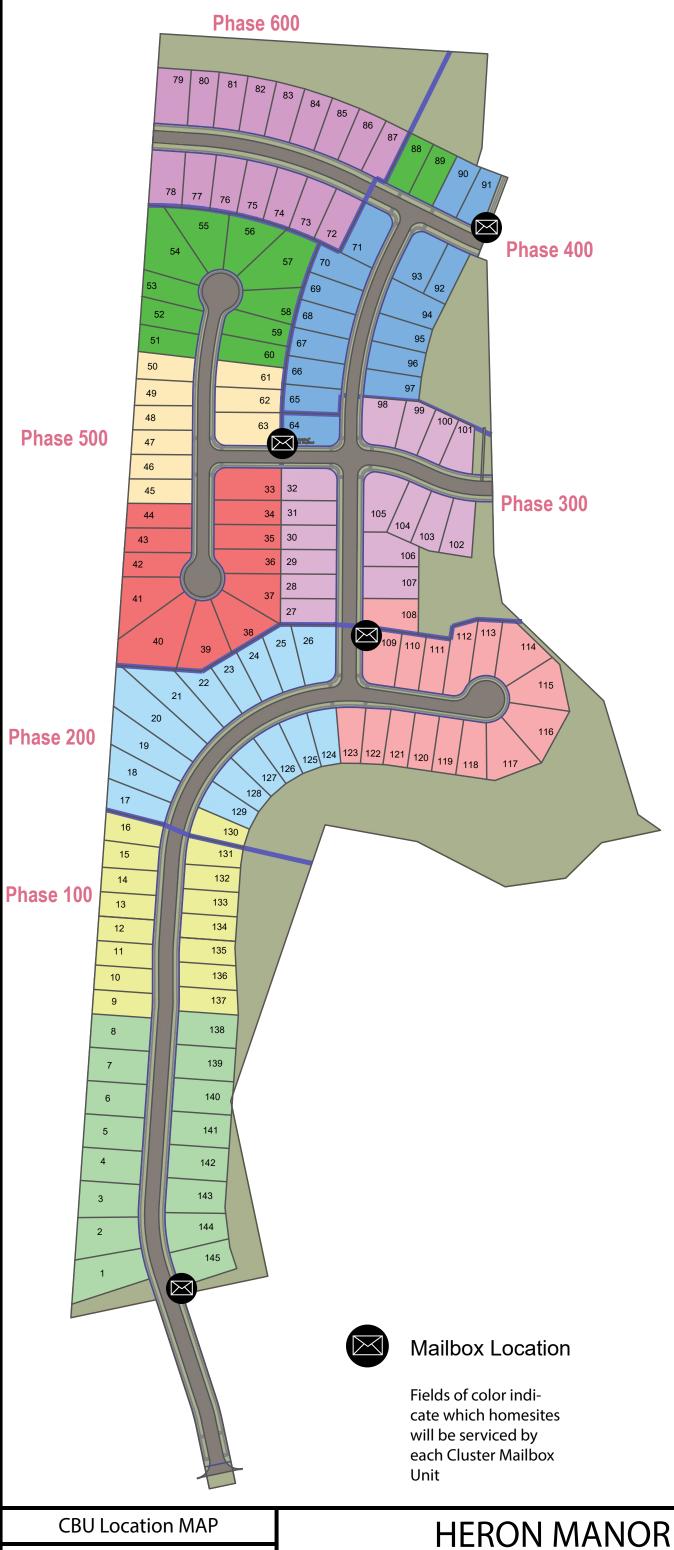


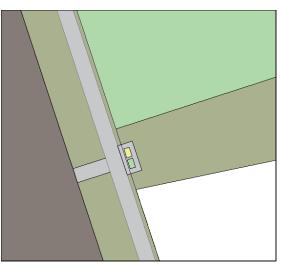




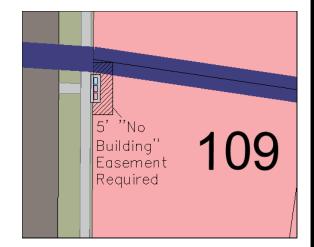


SPECIES .	CONDITION	STATUS	301 6.		DEAD REMOVE	601	6.1 HA CKBERRY	GOOD REMOVE	901 19.1		FAIR R
ELM ELM	FAIR FAIR	PRESERVED PRESERVED	302 22 303 31 304 6.	8 HA CKBERRY 7 HA CKBERRY	GOOD   REMOVE     GOOD   REMOVE     FAIR   REMOVE	602 603 604	6.7 HA CKBERRY  8.3 HA CKBERRY  6.4 ELM	FAIR         REMOVE           FAIR         REMOVE           GOOD         REMOVE	902 12.7 903 7.0	WILLOW ELM ELM	FAIR         R           FAIR         R           FAIR         R
ELM ELM ELM	FAIR FAIR FAIR	PRESERVED PRESERVED PRESERVED	30.6 6.	I HA CKBERRY	FAIR         REMOVE           FAIR         REMOVE           GOOD         REMOVE	60.6	6.1 ELM	GOOD         REM OV E           GOOD         REM OV E           FAIR         REM OV E	905 14.0 906 12.4	LOCUST ELM	FAIR R
ELM ELM	FAIR FAIR	PRESERVED PRESERVED	308 8.0 309 11.0	HA CKBERRY BEECH	GOOD REMOVE GOOD REMOVE FAIR REMOVE			FAIR   REMIOVE   FAIR   REMIOVE   FAIR   REMIOVE   FAIR   REMIOVE	907 11.5 908 7.6	ELM ELM HICKORY	FAIR R
ELM ELM OA.K	GOOD GOOD GOOD	PRESERVED PRESERVED PRESERVED	311 15 312 14	0 LOCUST 3 HA CKBERRY	GOOD REMOVE  GOOD REMOVE	611 612	7.6 ELIM 8.9 BEECH	GOOD REMOVE FAIR REMOVE	909 7.6 910 8.9 911 10.5	HICKORY WILLOW LOCUST	FAIR         R           FAIR         R           FAIR         R
OAK OAK	GOOD	PRESERV ED PRESERV ED	313 6. 314 18	5 BEECH 5 MAPLE	FAIR REMOVE GOOD REMOVE	613 614	4.3 ELM 2.1 ELM	GOOD REMOVE	911 10.5 912 6.1 913 7.0	LOCUST ELM WILLOW	FAIR         R           GOOD         R           FAIR         PR
OAK OAK OAK	FAIR FAIR FAIR	PRESERVED PRESERVED PRESERVED	31.6 6. 31.7 8.	1 A SH 6 A SH	DEAD         REMOVE           FAIR         REMOVE           FAIR         REMOVE	61.6 61.7	0.8 ELM 1.8 ELM	FAIR REMOVE FAIR REMOVE FAIR REMOVE	914 6.l 915 6.l	M APLE WILLOW	FAIR         PR           GOOD         PR
OAK OAK	FAIR FAIR	PRESERV ED PRESERV ED	318 7. 319 8.	BEECH CHERRY	FAIR REMOVE POOR REMOVE	618 619	1.5 ELM 3.4 WALNUT	FAIR REMOVE	916 9.2 917 10,5	WILLOW	FAIR PR
OAK OAK	GOOD GOOD	PRESERVED PRESERVED	320 7.3 321 11.	BEECH S ASH	FAIR REMOVE FAIR REMOVE	620 621	1.1 CHERRY 6.1 HA CKBERRY	POOR REMOVE	918 6.1 919 12.1	LOCUST HACKBERRY	FAIR PR
OA.K OA.K	GOOD POOR	PRESERVED PRESERVED	323 7. 324 6.	6 OAK 7 BEECH	FAIR REMOVE GOOD REMOVE	623 624	1.1 LOCUST 2.7 LOCUST	FAIR REMOVE	920 11.1 921 6.1	CHERRY OAK	FAIR         R           GOOD         R
BOXELDER BEECH	POOR GOOD	PRESERV ED PRESERV ED	325 15 326 6.	9 LOCUST 4 LOCUST	GOOD REMOVE GOOD REMOVE	625 626	3.1 LOCUST (3.7 LOCUST	FAIR REMOVE	922 6.1 923 13.7	CHERRY OAK	GOOD R FAIR PR
BEECH BEECH	GOOD FAIR	PRESERVED PRESERVED	328 12 329 7.0	7 ASH D BIRCH	GOOD         REMOVE           POOR         REMOVE           DEAD         REMOVE	627 628	1.8 LOCUST	FA IR         REM OV E           GOOD         REM OV E           FA IR         REM OV E	924 6.l 925 13.7 926 13.4	OHERRY OAK	DEAD PR FAIR PR
BIRCH ELM	FA IR FA IR	PRESERVED PRESERVED	330 6. 331 7.	4 <u>ELM</u> 6 BEECH	GOOD REMOVE GOOD REMOVE	630 631	7.6 ELM 6.1 ELM	FAIR PRESERVED GOOD REMOVE	927 13.1	OAK	GOOD   PR   FAIR   PR   FAIR   PR
ELM ELM	FAIR FAIR	PRESERV ED PRESERV ED	333 6.	7 LOGUST	FAIR         REMOVE           GOOD         REMOVE           GOOD         REMOVE	632	7.0 BIRCH 7.0 HA CKBERRY	FAIR REMOVE GOOD REMOVE	929 9.6	OAK OAK OAK	FAIR         PR           FAIR         PR           FAIR         PR
ELM ELM TREE	FAIR FAIR POOR	PRESERVED PRESERVED	335 8. 336 14	9 OAK 3 BEECH	GOOD REMOVE GOOD REMOVE	635 636	6.4 ELM 7.6 WALNUT	FAIR REMOVE GOOD REMOVE	931 7.6	OAK OAK OAK	FAIR         PR           FAIR         PR           FAIR         PR
TREE: ELM TREE:	POOR FAIR DEAD	PRESERVED PRESERVED	337 18 338 6.	5 OAK 7 ASH	GOOD REMOVE FAIR REMOVE	637 638	6.1 HA CKBERRY 0.2 WALNUT	GOOD REMOVE	932 7.3 933 11.1 934 10.5	OAK OAK CHERRY	FAIR PR FAIR PR FAIR PR
MAPLE TREE	DEAD FAIR	PRESERVED PRESERVED	340 7.	6 BIRCH	GOOD REMOVE DEAD REMOVE	639 640	7.0 ELM	GOOD REMOVE FAIR REMOVE	935 6.1	OAK	FAIR PR
COTTON WOOD ELM	FAIR GOOD	PRESERVED PRESERVED	342 7.	6 HA CKBERRY	GOOD REMOVE	642	7.6 LOCUST	FAIR REMOVE	937 8.0	OAK	DEAD         PR           FAIR         PR           FAIR         PR
TREE	FAIR	PRESERV ED	344 6.	7 A.SH	GOOD REMOVE	644	6.1 HA CKBERRY	FAIR REMIOVE	939 11.1	OAK	FAIR PR
OAK	FAIR	PRESERV ED	346 7. 347 47	6 MULBERRY 8 LOCUST	GOOD   REMOVE   GOOD   REMOVE	646	2.7 LOCUST	FAIR REMOVE	941 13.7	OAK	FAIR PR
BIRCH OA.K	FAIR GOOD	REMOVE PRESERVED	349 10	2 OAK	FAIR REMIOVE	649	1.1 ASH	DEAD REMOVE	943 15.9	OAK	GOOD PR FAIR PR
BIRCH BIRCH	GOOD FAIR	PRESERVED PRESERVED	351 6.	7 WILLOW	GOOD REMOVE	651	6.7 HA CKBERRY	FAIR REMOVE	945 14.3	OAK	FAIR PR
MAPLE	GOOD	PRESERV ED	353 6. 354 6.	7 ELM	GOOD REMOVE GOOD REMOVE	653	2.7 LOCUST	GOOD REMOVE GOOD REMOVE	947 7.6	HACKBERRY	GOOD PR FAIR PR
MAPLE MAPLE	GOOD GOOD	PRESERVED PRESERVED	356 7.	MAPLE	GOOD REMIOVE	656	2.7 LOCUST	FAIR REMOVE GOOD REMOVE	949 7.6	OAK	G00D PR G00D PR
MAPLE BEECH	GOOD	PRESERVED PRESERVED	358 7.	6 MAPLE	FAIR REMOVE	658	6.1 ELM	FAIR REMOVE	951 31.8	OAK	GOOD PR FAIR PR
MAPLE	FAIR	PRESERV ED	360 15 361 9.	9 MAPLE 6 HA CKBERRY	GOOD REMOVE FAIR REMOVE			FAIR REMOVE	953 11.1	OAK OAK	FAIR PR
MULBERRY	GOOD	PRESERV ED	363 11.	I OAK	FAIR REMOVE	7	200001	FAIR PRESERVED FAIR PRESERVED	955 11.5	OAK OAK	FAIR PF
COTTON WOOD TREE	GOOD DEAD	PRESERVED PRESERVED	365 7.	B ELM	FAIR         REMOVE           FAIR         REMOVE           FAIR         REMOVE	- 665 666	7.6 OAK	FAIR PRESERVED FAIR PRESERVED FAIR PRESERVED	957 9.6 958 10.2	HA-CKBERRY M-APLE	GOOD PR FAIR PR
MULBERRY TREE TREE	GOOD POOR GOOD	PRESERVED PRESERVED PRESERVED	367 35 368 15	0 WALNUT 9 WALNUT	FAIR REMOVE FAIR REMOVE	668	7.3 ELM 6.4 LOCUST	FAIR PRESERVED FAIR PRESERVED	959 6.l 960 9.6	ELM LOCUST	FAIR PR
MULB ERRY HACKBERRY	GOOD GOOD	PRESERVED PRESERVED	369 17 370 14	3 ELM	GOOD   REMOVE     FAIR   REMOVE   FAIR   REMOVE	670 671	7.6 OAK 6.1 ELM	FAIR PRESERVED GOOD PRESERVED	961 6.1 962 6.1	ELM HACKBERRY	FAIR PR
BIRCH TREE	GOOD GOOD	PRESERVED PRESERVED	372 1.7 373 21	5 A SH 0 HA CKBERRY	FAIR REMOVE GOOD REMOVE			FAIR REMOVE FAIR PRESERVED	963 11.1 964 7.6	CHERRY CHERRY	FAIR PR
WALNUT COTTONWOOD COTTONWOOD	FAIR GOOD POOR	PRESERVED PRESERVED PRESERVED	374 21. 375 7.	0 HA CKBERRY D HA CKBERRY	FA IR REM OV E  GOOD REM OV E	675 676	6.1 OAK 6.4 OAK	FAIR PRESERVED FAIR PRESERVED	965 6.l 968 11.1	LOCUST CHERRY	FAIR PR
OAK BIRCH	GOOD DEAD	PRESERVED PRESERVED	377 30	3 CHERRY	GOOD   REMOVE   GOOD   REMOVE   DEAD   REMOVE	677 678	3.7 CHERRY 2.1 CHERRY	POOR PRESERVED DEAD PRESERVED	969 6.l 970 11.1 971 7.0	CHERRY CHERRY	DEAD PR
BUCKEYE Birch	GOOD FAIR	PRESERVED PRESERVED	379 7.5 380 44	D HA CKBERRY 6 A SH	GOOD REMOVE DEAD REMOVE	680	7.6 LOCUST	DEAD PRESERVED FAIR REMOVE FAIR REMOVE	971 7.0 972 14.3	LOCUST LOCUST	FAIR PR
OA K LOCUST	GOOD FAIR	PRESERVED PRESERVED	381 6. 382 14	I ELM 3 HA CKBERRY	GOOD REMOVE GOOD REMOVE	- 682 - 683	7.6 ELM 7.6 ELM	FAIR PRESERVED FAIR PRESERVED	973 12.7 974 6.1 975 17.5	LOCUST LOCUST HACKBERRY	FAIR
OA.K OA.K PEA.R	GOOD FAIR GOOD	PRESERVED PRESERVED	384 8.	D ELM	GOOD REMOVE	684 685	6.4 CATALPA 9.9 HA CKBERRY	FAIR PRESERVED FAIR PRESERVED	975 17.5 976 7.6 977 13.1	HACKBERRY HACKBERRY	FAIR PR DEAD PR FAIR PR
HACKBERRY HACKBERRY	GOOD	PRESERVED PRESERVED	386 11. 387 6.	I LOCUST OSAGE ORANGE	GOOD REMOVE  GOOD REMOVE	687		FAIR         PRESERVED           FAIR         PRESERVED           FAIR         PRESERVED	978 19.1	LOCUST LOCUST ELM	FAIR         PR           FAIR         PR           FAIR         PR
TREE HACKBERRY	DEAD GOOD	PRESERVED PRESERVED	388 10 389 31	8 ELM 8 OAK	GOOD REMOVE  GOOD REMOVE	689	6.1 ELM 6.4 BIRCH	GOOD PRESERVED GOOD PRESERVED	980 6.7	ELM HAOKBERRY ELM	FAIR         PR           FAIR         PR           FAIR         PR
OAK OAK WILLOW	GOOD GOOD GOOD	PRESERVED PRESERVED PRESERVED	390 6. 391 7.	6 WILLOW	GOOD REMOVE GOOD REMOVE	691 692	8.0 BIRCH 6.1 BIRCH	FAIR PRESERVED FAIR PRESERVED	982 6.7	HACKBERRY	FAIR         PR           FAIR         PR           FAIR         PR
A SH OA K	POOR FAIR	PRESERV ED PRESERV ED	393 6. 394 9.	HA CKBERRY BEECH	GOOD REMOVE  GOOD REMOVE	693 694		FAIR         PRESERVED           FAIR         PRESERVED           FAIR         PRESERVED	984 7.0	HAOKBERRY HAOKBERRY CHERRY	FAIR
BEECH OAK	GOOD GOOD	PRESERVED PRESERVED	395 8.1 396 6.	BEECH HACKBERRY	GOOD REMOVE GOOD REMOVE	69.6 69.7	7.3 WILLOW 7.0 WILLOW	FAIR PRESERVED FAIR PRESERVED	986 6.7 987 6.1	ELM LOCUST	FAIR PR FAIR PR GOOD PR
MAPLE MULBERRY BEECH	FAIR GOOD GOOD	PRESERVED PRESERVED PRESERVED		BEECH WALNUT	GOOD REMOVE GOOD REMOVE	698	7.6 ELM 6.1 WILLOW	GOOD PRESERVED FAIR PRESERVED	988 6.l 989 6.l	LOCUST LOCUST	FAIR R
MAPLE MAPLE	GOOD GOOD	PRESERV ED PRESERV ED	400 7.3 401 1.6	BEECH 2 WALNUT	GOOD REMOVE GOOD REMOVE	700 701	6.1 WILLOW 6.4 WILLOW 7.3 WILLOW	FAIR PRESERVED FAIR PRESERVED FAIR PRESERVED	990 9.2 991 6.1	LOCUST LOCUST	GOOD PF
BEECH ASH	GOOD DEAD	PRESERVED PRESERVED	402 6. 403 6.	4 BEECH 4 ELM	GOOD REMOVE FAIR REMOVE	703 704	6.4 WILLOW 6.1 WILLOW	FAIR PRESERVED FAIR PRESERVED	992 11.1 993 7.0	LOCUST ELM	FAIR PF
MAPLE TREE OAK	FAIR GOOD GOOD	PRESERVED PRESERVED	405 23	9 BEECH	DEAD         REMOVE           GOOD         REMOVE           GOOD         REMOVE	705 706	0.5 WILLOW 11.1 WILLOW	FAIR PRESERVED FAIR PRESERVED	994 6.1 995 7.0	WALNUT HACKBERRY	FAIR PR
MAPLE ASH	GOOD DEAD	PRESERVED PRESERVED	407 6. 408 6.	4 BEECH 4 BEECH	GOOD REMOVE GOOD REMOVE	708	6.4 WILLOW	FAIR         PRESERVED           FAIR         PRESERVED           FAIR         PRESERVED	996 19.1 997 7.3	HACKBERRY HACKBERRY	FAIR PR
MAPLE WILLOW	GOOD	PRESERVED PRESERVED	409 6. 410 14	BEECH WALNUT	GOOD REMOVE GOOD REMOVE	710	1.1 WILLOW 8.3 WILLOW	FAIR PRESERVED FAIR PRESERVED	998 6.1 999 7.3	ELM ELM	FAIR PR
A SH A SH A SH	DEAD POOR	PRESERVED PRESERVED PRESERVED	412 6.	HA CKBERRY BEECH	GOOD REMOVE  GOOD REMOVE	712 713	8.6 WILLOW 11.5 WILLOW	GOOD PRESERVED FAIR PRESERVED	1000 11,5 1001 11,1	LOCUST ELM	FAIR PR
TREE MAPLE	GOOD FAIR	PRESERVED PRESERVED	414 31 415 7.	8 MAPLE D ELM	GOOD REMOVE GOOD REMOVE	714	8.0 WILLOW	FAIR         PRESERVED           FAIR         PRESERVED           FAIR         PRESERVED	1002 9.9 1004 9.6	BIRCH ASH	FAIR PF
OAK MAPLE	FAIR FAIR	PRESERVED PRESERVED	41.6 6. 41.7 6.	I ELM	GOOD REMOVE GOOD REMOVE	71.7 718	1.8 WILLOW 7.6 WILLOW	FAIR PRESERVED FAIR PRESERVED	1005 9.9 1006 9.6	ASH ASH	POOR PR
WILLOW	GOOD FAIR	PRESERV ED PRESERV ED	418 15 419 25		GOOD REMOVE FAIR REMOVE	719 720	6.7 WILLOW 2.4 WILLOW	FAIR PRESERVED GOOD PRESERVED	1007 7.£ 1008 8.0	LOCUST LOCUST	FAIR PF GOOD PF
ASH WILLOW WILLOW	POOR FAIR	PRESERVED PRESERVED	421 13 422 7.	4 MAPLE 6 MAPLE	GOOD REMOVE GOOD REMOVE	721 722	6.1 ELM	FAIR PRESERVED FAIR PRESERVED FAIR PRESERVED	1009 8.0 1010 10.5	LOCUST LOCUST	FAIR PF
BEECH MAPLE	POOR FAIR	PRESERVED PRESERVED	423 12 424 6.	7 ASH I BEECH	POOR REMOVE FAIR REMOVE	724	6.4 WILLOW	FAIR PRESERVED FAIR PRESERVED	1011 7.6 1012 8.0 1013 11.8	ELM CHERRY	FAIR PF
A SH BEECH	POOR FAIR	PRESERVED PRESERVED	426 7.	6 LOCUST	GOOD   REMOVE   GOOD   REMOVE   GOOD   REMOVE	726 727	6.7 WILLOW 8.0 WILLOW	GOOD PRESERVED GOOD REMOVE	1014 10,2	WILLOW	FAIR PR
MITTOM	FAIR FAIR	PRESERVED PRESERVED	428 6. 429 6.	MAPLE BEECH	FAIR REMIOVE FAIR REMIOVE	729	7.0 WILLOW	GOOD   REMOVE	1016 15.9	LOCUST	FAIR         PR           GOOD         PR           POOR         PR
MAPLE MAPLE	FAIR FAIR	PRESERVED PRESERVED	430 7. 431 13	1 WALNUT	GOOD   REMOVE   GOOD   REMOVE   DEAD   REMOVE	731 732	6.1 WILLOW 6.4 WILLOW	FAIR REMOVE GOOD REMOVE	1017 12.4 1018 15.9 1019 6.1	WILLOW ELM	FAIR PR
BEECH ELM MAPLE	FAIR FAIR FAIR	PRESERVED PRESERVED PRESERVED	433 6. 434 6.	I HA CKBERRY I ELM	GOOD REMOVE FAIR REMOVE	733 734	6.7 WILLOW 6.7 WILLOW	GOOD PRESERVED  GOOD PRESERVED	1020 6.1 1021 6.1	M ULBERRY WILLOW	FAIR PR
MAPLE ASH	FAIR DEAD	PRESERVED PRESERVED	435 7. 436 45	6 MAPLE 2 MAPLE	FAIR REMOVE GOOD REMOVE	736 737	6.7 WILLOW 6.1 HA CKBERRY	FAIR REMOVE GOOD REMOVE	1022 6.1 1023 7.0	ELM OSAGE ORANGE	FAIR PR
CHERRY BIRCH	FAIR GOOD	PRESERVED PRESERVED	437 12 438 7.	4 MAPLE OAK	FAIR REMOVE GOOD REMOVE	738 739	9.6 COTTONWOOD 7.3 WILLOW	FAIR         REMOVE           GOOD         PRESERVED	1024 7.6 1025 6.1	ELM ELM	FAIR PR
ELM HA CKBERRY	FA IR FA IR	PRESERV ED PRESERV ED	440 15 441 11.	9 OAK 5 ELW	POOR REMOVE FAIR REMOVE	740 741	6.1 WILLOW 6.4 WILLOW	FAIR PRESERVED FAIR PRESERVED	1026 9.6 1027 7.6	WILLOW BEECH	FAIR PF GOOD PF
MAPLE BEECH	FAIR POOR	PRESERVED PRESERVED	442 6. 443 6.	7 HA CKBERRY I BEECH	GOOD REMOVE GOOD REMOVE	742 743 744	1.8 WILLOW 8.0 SYCAMORE	FAIR PRESERVED FAIR REMOVE	1028 7.0 1029 6.1	M ULBERRY BEECH	GOOD PF FAIR PF
A SH OA K	FA IR FA IR	PRESERVED PRESERVED	445 20 446 6.	I HA CKBERRY I HA CKBERRY	FAIR REMOVE FAIR REMOVE	745 746	0.5 WILLOW 7.6 WILLOW	FAIR REMOVE FAIR PRESERVED	1030 7.6 1031 7.6	ELM ELM	FAIR PR
ELM ELM ASH	GOOD FAIR	PRESERVED PRESERVED	447 12 448 6.	7 HA CKBERRY I BEECH	FAIR REMOVE FAIR REMOVE	748 749	6.1 HICKORY	DEAD	1032 7.0 1033 10,2 1034 9.9	OSAGE ORANGE MULBERRY LOCUST	FAIR         PR           FAIR         PR           POOR         PR
A SH BEECH	DEAD GOOD	PRESERVED PRESERVED	450 7.	6 HA CKBERRY	FAIR REMOVE FAIR REMOVE	750 751	6.1 ELM 7.6 WILLOW	FAIR PRESERVED FAIR PRESERVED	1035 6.1	ELM	POOR   PR   FAIR   PR   FAIR   PR
ASH ASH	GOOD POOR DEAD	PRESERVED PRESERVED PRESERVED	452 7.0 453 6.	A SH I BEECH	DEAD REMOVE FAIR REMOVE	752 753 754	6.1 WILLOW 7.0 WILLOW 7.6 WILLOW	GOOD         PRESERVED           GOOD         PRESERVED           FAIR         PRESERVED	1038 11.1 1037 6.1 1038 12.4	ELM LOCUST	FAIR PR
TREE MAPLE	DEAD FAIR	PRESERVED PRESERVED	454 9.3 455 6.	7 ELM	FAIR REMOVE FAIR REMOVE	755	8.0 WILLOW 6.7 WILLOW	FAIR PRESERVED FAIR PRESERVED	1039 17.5 1040 17.8	ASH ASH	POOR PR
MAPLE ASH	FAIR POOR	PRESERV ED PRESERV ED	457 6. 458 7.	BEECH BLIN	FAIR REMOVE FAIR REMOVE	758	7.0 WILLOW 7.0 WILLOW	GOOD         PRESERVED           FAIR         PRESERVED	1041 7.6 1042 6.1	LOCUST LOCUST	FAIR PR
MAPLE BEECH	FAIR FAIR	PRESERVED PRESERVED	459 7. 460 7.	6 ELIM 6 HA CKBERRY	FAIR REMOVE FAIR REMOVE	760 761	8.0 WILLOW 6.7 WILLOW	GOOD PRESERVED FAIR PRESERVED	1043 9.6 1044 11.5	LOCUST LOCUST	FAIR PR
OAK ASH	FAIR DEAD	PRESERV ED PRESERV ED	462 6.	BEECH 4 OAK	FAIR REMOVE GOOD REMOVE	762 763	7.6 WILLOW 6.1 WILLOW	GOOD PRESERVED FAIR PRESERVED	1045 9.6 1046 8.3	LOCUST LOCUST	FAIR PR
A SH MA PLE MA PLE	DEAD FAIR FAIR	PRESERVED PRESERVED PRESERVED	464 30. 465 7.	3 WALNUT 6 ELM	GOOD REMOVE FAIR REMOVE	764 765	6.7 WILLOW 7.6 WILLOW 6.1 WILLOW	GOOD         PRESERVED           GOOD         PRESERVED           GOOD         PRESERVED	1047 6.7 1048 15.9	ELM LOCUST	FAIR PR
A SH A SH	DEAD FAIR	PRESERVED PRESERVED	467 16	6 HICKORY	DEAD         REMOVE           FAIR         REMOVE           FAIR         REMOVE	767	9.6 WILLOW	GOOD PRESERVED FAIR PRESERVED	1050 7.0	LOCUST	FAIR         PR           FAIR         PR           GOOD         PR
A SH A SH	DEAD FAIR	PRESERVED PRESERVED	469 16 470 7.	2 WILLOW 6 ELM	FAIR REMOVE FAIR REMOVE	770	6.1 WILLOW 9.6 WILLOW	FAIR PRESERVED FAIR PRESERVED	1052 7.6	LOCUST	GOOD   PR   GOOD   PR   FAIR   PR
MAPLE: OAK	FAIR FAIR	PRESERVED PRESERVED	471 11. 472 6.	1 BEECH 7 ELM	FAIR REMOVE FAIR REMOVE	772 773	43 WILLOW 24 WILLOW	FAIR         PRESERVED           GOOD         PRESERVED	1053 9.9 1054 11.1 1055 13.1	LOCUST WILLOW	FAIR PR FAIR PR FAIR PR
MAPLE OAK	GOOD GOOD	PRESERVED PRESERVED	474 14 475 8.	3 WALNUT D ELM	GOOD REMOVE FAIR REMOVE	77.4 77.5	0.5 WILLOW	FAIR PRESERVED FAIR PRESERVED	1056 14.3 1057 7.6	WILLOW	FAIR PR
MAPLE HICKORY OAK	GOOD GOOD GOOD	PRESERVED PRESERVED PRESERVED	476 6. 477 23	OAK 9 BEECH	FAIR REMOVE FAIR REMOVE	777 778	3.4 WILLOW	FAIR PRESERVED FAIR PRESERVED	1058 7.0 1059 20,7	LOCUST ASH	FAIR         PR           POOR         PR
A SH OA K	DEAD GOOD	PRESERVED PRESERVED	479 13 480 6.	1 BEECH 7 BEECH	GOOD REMOVE FAIR REMOVE	779 780	1.1 WILLOW 6.1 WILLOW	FAIR REMOVE GOOD REMOVE	1060 20.1 1061 6.1	ASH ELM	POOR PR FAIR PR
A SH MAPLE	DEAD GOOD	PRESERVED PRESERVED	481 7.3 482 14	BEECH HA CKBERRY	GOOD REMOVE FAIR REMOVE	781 782	9.6 WILLOW 7.0 WILLOW	FAIR REMOVE	1062 23.9 1063 6.1	HACKBERRY HACKBERRY	FÁIR PR
MAPLE CHERRY	GOOD GOOD	PRESERVED PRESERVED	483 12 484 7.	7 CHERRY D HA CKBERRY	DEAD REMOVE GOOD REMOVE	783 784	7.0 WILLOW 7.0 WILLOW 6.4 WILLOW	GOOD   REMOVE	1064 6.7 1065 6.1	HACKBERRY HACKBERRY	FAIR PR
WILLOW	GOOD GOOD	PRESERVED PRESERVED	486 14 487 12	0 CHERRY 7 ELM	POOR REMOVE FAIR REMOVE	786 787	9.2 WILLOW 7.5 WILLOW	FAIR REMIOVE FAIR PRESERVED	1066 7.3 1067 6.7	HACKBERRY HACKBERRY	FAIR PR GOOD PR
MAPLE MAPLE	GOOD	PRESERVED PRESERVED	488 6. 489 7.	7 OAK 3 ELM	FAIR REMOVE FAIR REMOVE	788 789	2.7 WILLOW 2.7 WILLOW	GOOD PRESERVED FAIR PRESERVED	1068 6.1 1069 16.2	HACKBERRY ASH	GOOD PR POOR PR
MAPLE CHERRY MAPLE	FAIR GOOD FAIR	PRESERVED PRESERVED PRESERVED			FAIR         REMOVE           FAIR         REMOVE           FAIR         REMOVE	790 791 792	2.7 WILLOW 7.0 WILLOW	FAIR PRESERVED FAIR PRESERVED	1071 16.6	ASH ASH ELM	POOR         PR           POOR         PR           FAIR         PR
A SH MAPLE	FAIR FAIR	PRESERVED PRESERVED	493 11. 494 19	I CHERRY I OAK	GOOD REMOVE FAIR REMOVE	793 794	9.6 WILLOW 7.6 WILLOW	FAIR PRESERVED FAIR PRESERVED	1072 6.1 1073 6.1 1074 20.7	ELM ELM ASH	FAIR         PR           POOR         PR           POOR         PR
MAPLE BIRCH BIRCH	DEAD FAIR FAIR	PRESERVED PRESERVED	495 23 496 7.	9 OAK 6 CHERRY	GOOD REMOVE DEAD REMOVE	796 797	7.0	GOOD	1074 20.7 1075 20,1 1076 6.1	ASH OAK	POOR PR POOR PR FAIR PR
ASH HICKORY	DEAD FAIR	PRESERVED PRESERVED	498 11 499 19	5 MAPLE 1 ASH	FAIR REMOVE POOR REMOVE	798 799	9.6 WILLOW 7.6 WILLOW	GOOD PRESERVED FAIR PRESERVED	1077 6.7 1078 6.1	OAK OAK	FAIR PR
MAPLE MAPLE MAPLE	FAIR FAIR GOOD	PRESERVED PRESERVED	500 7. 501 12	HA CKBERRY HA CKBERRY	GOOD REMOVE GOOD REMOVE	801 802	8.6 WILLOW	GOOD PRESERVED FAIR PRESERVED	1079 6.1 1080 6.1	OAK WILLOW	FAIR PR
MAPLE ASH ASH	GOOD DEAD DEAD	PRESERVED PRESERVED PRESERVED	503 6.	B EECH	FAIR         REMOVE           GOOD         REMOVE           FAIR         REMOVE	803 804	9.6 WILLOW 2.7 WILLOW	GOOD PRESERVED GOOD PRESERVED	1081 29.3 1082 6.1	WILLOW	FAIR         PF           GOOD         PF
A SH A SH	DEAD POOR	PRESERVED PRESERVED	505 13 506 6.	4 OAK 7 ELM	GOOD REMOVE FAIR REMOVE	80 <i>5</i> 80 <i>6</i>	2.7 WILLOW 6.1 WILLOW	FAIR REMOVE GOOD REMOVE	1083 7.6 1084 17.5 1085 6.1	WILLOW WILLOW	FAIR PF
A SH MAPLE	POOR FAIR	PRESERV ED PRESERV ED	507 6. 508 6.	HA CKBERRY	DEAD REMOVE FAIR REMOVE	808 809	2.7 WILLOW 0.2 WILLOW	GOOD REMOVE GOOD REMOVE	1085 6.1 1086 13.4 1087 23.9	WILLOW WILLOW	FAIR         PR           FAIR         PR           DEAD         PR
MAPLE MAPLE	FAIR GOOD	PRESERVED PRESERVED	510 6. 511 7.	HA CKBERRY HA CKBERRY	FAIR REMOVE FAIR REMOVE	810 811	7.0 WILLOW WILLOW	FAIR PRESERVED GOOD PRESERVED	1088 26.4	COTTONWOOD	DEAD PR FAIR PR FAIR PR
ASH SWEETGUM	DEAD POOR	PRESERV ED PRESERV ED	512 7.5 513 6.	HA CKBERRY HA CKBERRY	GOOD REMOVE GOOD REMOVE	813	8.0 WILLOW	GOOD   PRESERVED	1089 7.5 1090 7.0 1091 6.1	M ULBERRY OAK ELM	FAIR PR FAIR PR GOOD PR
MAPLE BEECH MAPLE	FAIR FAIR	REMOVE PRESERVED REMOVE	515 6. 516 6.	7 ASH I ASH	DEAD REMOVE POOR REMOVE	81.5 81.6	7.6 WILLOW 7.6 WILLOW	FAIR REMOVE	1092 6.4 1093 12.7	ELM WILLOW	FAIR PR
MAPLE MAPLE	FAIR FAIR	REMOVE REMOVE	517 7. 518 6.	6 HA CKBERRY LOCUST	FAIR REMOVE GOOD REMOVE	81 <i>7</i> 818	1.1 WILLOW 9.6 WILLOW	GOOD   REMOVE	1094 11.1 1095 6.4	WILLOW	FAIR PR
A SH MAPLE	DEAD FAIR	REMOVE REMOVE	519 7.5 520 6.	ELM ELM	DEAD         REMOVE           FAIR         REMOVE           DEAD         REMOVE	820 821	62 WILLOW 3.1 WILLOW	FAIR         PRESERVED           GOOD         PRESERVED	1096 13.1 1097 6.1	WILLOW M.APLE	GOOD PF FAIR PF
A SH MAPLE	DEAD FAIR	REMOVE REMOVE	522 7. 523 6.	ELM ELM	GOOD REMOVE FAIR REMOVE	822 823	2.1 WILLOW 7.6 WILLOW	GOOD PRESERVED FAIR PRESERVED	1098 12.7 1099 47.8	M APLE WILLOW	GOOD PR FAIR PR
A SH MAPLE	DEAD DEAD	REMOVE PRESERVED	524 11. 525 7.	CHERRY DEECH	GOOD REMOVE FAIR REMOVE	824 825	6.1 WILLOW 6.1 WILLOW	FAIR PRESERVED FAIR PRESERVED	1100 17.5 1101 6.1	WALNUT M APLE	FAIR PF GOOD PF
MAPLE OAK	GOOD GOOD	PRESERVED PRESERVED	527 6.	4 ELM	GOOD REMOVE  GOOD REMOVE	827 828	6.7 WILLOW 7.6 WILLOW	FAIR PRESERVED FAIR PRESERVED	1102 14.3 1103 20.7	OAK OAK	FAIR PF
MAPLE SYCAMORE	GOOD	PRESERV ED PRESERV ED	529 6. 530 6.	7 ELM I ELM	GOOD REMOVE	829 830	8.0 WILLOW 6.1 WILLOW	FAIR PRESERVED GOOD PRESERVED	1104 15.9 1105 17.5 1106 17.5	OAK OAK	GOOD PF FAIR PF GOOD PF
MAPLE CHERRY	GOOD GOOD	PRESERV ED PRESERV ED	. 531 . 31. 532 . 6.	ELM .	FAIR	832 833	11.1 WILLOW 6.7 WILLOW 7.3 WILLOW	GOOD	1107 14.6	OAK OAK OAK	GOOD   PF   FAIR   PF   GOOD   PF
A SH MA PLE OA K	FAIR GOOD GOOD	PRESERVED PRESERVED PRESERVED	534 7. 535 8.	6 CHERRY 6 BEECH	DEAD REMOVE GOOD REMOVE	834 835	8.0 WILLOW 6.1 WILLOW	FAIR PRESERVED FAIR PRESERVED	1109 22,3	OAK OAK OAK	FAIR PF
MAPLE MAPLE	GOOD	PRESERVED PRESERVED	536 6. 537 47	I ELM 8 HICKORY	FA IR	836 837	6.4 WILLOW 2.7 WILLOW	FAIR PRESERVED FAIR PRESERVED	1111 7.6 1112 6.1	M ULBERRY WILLOW	FAIR PI
BEECH BEECH ELM	FAIR GOOD FAIR	PRESERVED PRESERVED	539 30 540 22	3 LOCUST 3 WALNUT	GOOD REMOVE FAIR REMOVE	839 840	7.0 SYCAMORE 2.7 WILLOW	FAIR PRESERVED GOOD PRESERVED	1113 6.1 1114 6.1	ELM M APLE	FAIR         PI           GOOD         PI
MAPLE MAPLE	FAIR FAIR	PRESERVED REMOVE	541 6. 542 6.	I HA CKBERRY I HA CKBERRY	GOOD REMOVE FAIR REMOVE	841 842	6.1 WILLOW 7.0 WILLOW	FAIR         PRESERVED           GOOD         PRESERVED	1115 12.7 1116 14.3	WILLOW	G00D PF G00D PF
MULBERRY A SH	GOOD DEAD	REMOVE REMOVE	544 14	6 HA CKBERRY	FAIR         REMOVE           GOOD         REMOVE           GOOD         REMOVE	844 845	6.7 WILLOW 7.6 WILLOW	GOOD PRESERVED FAIR REMOVE	1117 6.I 1118 12.7	WILLOW	FAIR PI
MAPLE MAPLE	GOOD GOOD POOR	REMOVE REMOVE	546 11 547 14	8 HA CKBERRY 3 A SH	GOOD REMOVE DEAD REMOVE	846 847	7.6 WILLOW 7.8 WILLOW	FAIR REMOVE GOOD REMOVE	1119 13.4 1120 12.7	WILLOW	FAIR PI
HACKBERRY BEECH	POOR GOOD	REMOVE REMOVE	549 7.	3 HA CKBERRY	GOOD   REMOVE   GOOD   REMOVE   GOOD   REMOVE	848		FAIR         REMOVE           GOOD         REMOVE           GOOD         REMOVE	1122 7.6	WILLOW	FAIR PI
A SH A SH MA PLE	DEAD DEAD	REMOVE REMOVE	551 12	4 HA CKBERRY CHERRY	GOOD REMOVE POOR REMOVE	8.51	7.6 WILLOW 8.0 WILLOW	FAIR REMOVE FAIR REMOVE	1124 7.6	M APLE M APLE	GOOD   PI   GOOD   PI   FAIR   PI
MAPLE MAPLE	FAIR GOOD	REMOVE REMOVE	553 6. 554 9.	C HERRY  HA CKBERRY	DEAD REMOVE GOOD REMOVE	853 854	7.3 WILLOW 6.4 WILLOW	FAIR REMOVE	1126 9.9 1126 8.0 1127 7.6	M APLE M APLE	GOOD PI FAIR PI
A SH OA K	DEAD GOOD	REMOVE REMOVE	556 12 557 14	7 HA CKBERRY 6 WALNUT	FAIR REMOVE FAIR REMOVE	856 857	6.1 ELM 8.0 WILLOW	FAIR REMOVE FAIR PRESERVED	1128 6.1 1129 6.1	CHERRY M APLE	FAIR PF GOOD PF
BEECH OAK WILLOW	GOOD FAIR GOOD	REMOVE REMOVE	558 6. 559 7.	4 CHERRY 3 ELM	FAIR REMOVE FAIR REMOVE	858 859	6.1 ELM 3.7 HA CKBERRY	FAIR PRESERVED FAIR PRESERVED	1130 6.I 1131 6.I	HACKBERRY HACKBERRY	FAIR PF
WILLOW OAK	GOOD	REMOVE REMOVE	561 8. 562 6.	WALNUT ASH	FAIR         REMOVE           POOR         REMOVE           DEAD         REMOVE	861 862	0.2 LOCUST 7.0 LOCUST	FAIR PRESERVED FAIR PRESERVED	1132 6.1 1133 12.1	CHERRY ELM	FAIR PF
OAK WILLOW WILLOW	GOOD GOOD GOOD	REMOVE REMOVE	563 6. 564 6.	I ELM I HA.CKBERRY	FAIR REMOVE GOOD REMOVE	863 864	1.1 LOCUST 8.0 LOCUST	FAIR PRESERVED POOR PRESERVED	1134 6.I 1135 6.4	HACKBERRY ELM	G00D PF G00D PF
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OAK ASH	GOOD POOR	REMOVE REMOVE	568 17 569 11	5 WALNUT	FAIR         REMOVE           FAIR         REMOVE           GOOD         REMOVE	868 869	0.5 SYCAMORE	FAIR PRESERVED FAIR PRESERVED	1138 6.J 1139 23.9	WILLOW	GOOD PI FAIR PI
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MAPLE MAPLE ASH	FAIR GOOD POOR	REMOVE REMOVE	573 30	8 LOCUST 3 LOCUST	GOOD REMOVE GOOD REMOVE	872 873	7.6 WILLOW 7.6 WILLOW	FAIR PRESERVED GOOD PRESERVED	1142 30.6 1143 14.3	OAK HACKBERRY	FAIR PF
ASH ASH	POOR DEAD	REMOVE REMOVE	574 21 575 35	0 LOCUST 0 LOCUST	GOOD   REMOVE   GOOD   REMOVE   FAIR   REMOVE	874 875	6.1 WILLOW 0.5 WILLOW	GOOD         PRESERVED           FAIR         PRESERVED	1144 28.7 1145 9.6	OAK OAK	GOOD PF FAIR PF
OAK ASH	GOOD DEAD	REMOVE REMOVE	577 38 578 7.	2 LOCUST	GOOD REMOVE GOOD REMOVE	876 877 878		FAIR         PRESERVED           GOOD         PRESERVED           FAIR         PRESERVED	1146 11.1 1147 11.5	OAK OAK	FAIR PF
HACKBERRY MAPLE	GOOD GOOD	REMOVE REMOVE	579 6. 580 22	9 ELM 9 ASH	FAIR REMOVE DEAD REMOVE	879	9.2 WILLOW DOCUST	GOOD PRESERVED FAIR PRESERVED	1148 10.2 1149 31.8 1150 6.1	OAK OAK	FAIR PF FAIR PF FAIR PF
BEECH BEECH	GOOD GOOD	REMOVE REMOVE	582 6.	I HAWTHORN	GOOD   REMOVE     FAIR   REMOVE     GOOD   REMOVE	882	7.6 ASH 11.1 LOCUST	DEAD PRESERVED FAIR PRESERVED FAIR PRESERVED	1151 7.6	OAK	FAIR PR FAIR PR FAIR PR
BEECH ASH	GOOD DEAD	REMOVE REMOVE	584 10 585 7.	5 HA CKBERRY 6 HA CKBERRY	GOOD REMOVE GOOD REMOVE	884 885	8.3 LOCUST 6.1 BEECH	FAIR PRESERVED FAIR PRESERVED	1152 12.7 1153 9.6 1154 7.6	OAK OAK OAK	FAIR         PR           FAIR         PR           FAIR         PR
BEECH ASH ASH	GOOD POOR DEAD	REMOVE REMOVE	586 10 587 27 588 6.	1 LOCUST	GOOD REMOVE GOOD REMOVE GOOD REMOVE	886 887	8.0 LOCUST 8.0 LOCUST 6.2 LOCUST	FAIR REMOVE FAIR PRESERVED	1155 12.7 1156 7.3	OAK OAK	GOOD PR FAIR PR
ELM HACKBERRY	FAIR GOOD	REMOVE REMOVE	589 8.3 590 10	HA CKBERRY  A SH	GOOD REMOVE DEAD REMOVE	889 890	7.5 LOCUST 4.3 LOCUST	FAIR PRESERVED FAIR PRESERVED	1167 6.1 1158 6.1	OAK ELM	FAIR PR
	DEAD GOOD	REMOVE REMOVE	591 25 592 26	5 LOCUST 1 LOCUST	GOOD REMOVE GOOD REMOVE	891 892	1.5 HA CKBERRY 7.5 LOCUST	FAIR REMOVE	REPLACEMENT CALCULATIONS	REPLAC	CEMENTS
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ELM HACKBERRY HACKBERRY BIRCH	GOOD GOOD GOOD	REMOVE REMOVE	594 7. 595 30	3 LOCUST	FAIR REMOVE		2.1 LOCUST	FAIR REMIOVE	15" S X: 66 REMOVED (REPLACE @ 4		4 COUNTED @ 4:1
ELM HACKBERRY HACKBERRY	GOOD GOOD			3 LOCUST 2 ELM 4 HA CKBERRY	FAIR         REMOVE           FAIR         REMOVE           FAIR         REMOVE           GOOD         REMOVE	896 897	2.1   LOCUST	FAIR         REMOVE           GOOD         REMOVE           FAIR         REMOVE           FAIR         REMOVE	15" ≤ X: 66 REMOVED (REPLACE @ 4 TOTAL REPLACEMENTS REQUIRED: REPLACED IN PREVIOUS SECTIONS: PROVIDED IN SECTION 5:	MIN. 572 460 PRO	4 COUNTED @ 4:1 2 TOTAL DVIDED IN SECTIONS 1, 2, 3 & 4 /IDED IN SECTION 5
	BEM   BEM	Description   Description	A. B.   A.   A.   A.   A.   A.   A.	March   Marc	1.	The color   The					

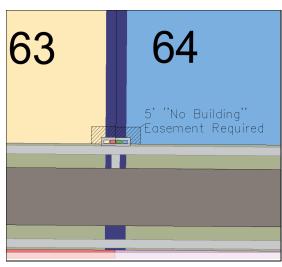




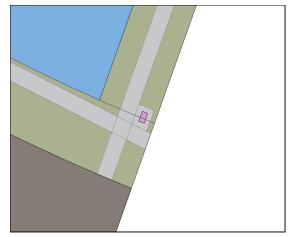
Phase 100 Installment - Two 16-Unit CBU



Phase 200 Installment - Three 16-Unit CBU \*\*\*Requires Easement on Homesite 109



Phase 300 Installment - Three 16-Unit CBU, One 12-unit \*\*\*Requires Easement on Homesites 63-64



Phase 600 Installment - One 16-Unit CBU



CREATED: 09/04/2019 - NDS UPDATED: 09/04/2019 - NDS

HERON MANOR
PATASKALA, LICKING COUNTY, OHIO

DIVISION - 51 - COLUMBUS



#### **HERON MANOR SECTION 5 FINAL DEVELOPMENT PLAN**

#### ADJACENT PROPERTY OWNERS WITHIN 200' OF PROJECT

TRI H FARMS LLC 3922 BEECH RD JOHNSTOWN OH 43031 GRAND COMMUNITIES LLC 3940 OLYMPIC BLVD STE 100 ERLANGER KY 41018

FISCHER HOMES COLUMBUS II LLC 3940 OLYMPIC BLVD STE 400 ERLANGER KY 41018

RABI BASTOLA & NEETA CHAPAGAIN 212 LEATHERLEAF WAY PATASKALA OH 43062

KAMAL & BIZU BARAILY 208 LEATHERLEAF WAY PATASKALA OH 43062

NARAYAN & ISHORI M NEUPANE 206 LEATHERLEAF WAY PATASKALA OH 43062

LIN CHEN 25875 GREENBANK LAKE FOREST CA 92630 KHEM SANYASI & RENUKA BHANDARI 202 LEATHERLEAF WAY PATASKALA OH 43062

GANESH & DIL GHIMIREY 200 LEATHERLEAF WAY PATASKALA OH 43062

DEV RAJ POKHAREL & SANDRA SUBEDI 150 HERON AVE PATASKALA OH 43062

PADAM & SABITRA ADHIKARI 144 HERON AVE PATASKALA OH 43062 JESSICA JACKSON & JEFFREY HARLAN 140 HERON AVE PATASKALA OH 43062

YUEHAO LI & XIAOXIA HE 152 HERON AVE PATASKALA OH 43062 MICHAEL & LORI MASON 201 LEATHERLEAF WAY PATASKALA OH 43062 GANESH KUMAR DHIMAL & MAYA PABITRA 203 LEATHERLEAF WAY PATASKALA OH 43062

YANFENG GONG 205 LEATHERLEAF WAY PATASKALA OH 43062 DEO N & KUMARI ADHIKARI 370 ALONZO PALMER ST PATASKALA OH 43062



1 INCH = 600 FEET

CITY OF PATASKALA, LICKING COUNTY, OHIO FINAL DEVELOPMENT PLAN AREA MAP FOR HERON MANOR SECTION 5



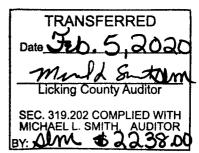
SCALE: 1" = 600' DATE: AUGUST 14, 2023

DESCRIPTION APPROVED
JARED N. KNERR
LICKING COUNTY ENGINEER
APPROVED BY
02 19 2020



202002190004131

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DESCRIPTION APPROVED
JARED N. KNERR
LICKING COUNTY ENGINEER
APPROVED BY
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 Bryan A. Long
 Licking County Recorder

TRANSFER NOT NECESSARY

Date Feb 19 2020

Madd Sut HE

**Licking County Auditor** 

RE-RECORD TO CORRECT LEGAL DESCRIPTION

## **GENERAL WARRANTY DEED**

P & G Pataskala, Ltd., an Ohio limited liability company ("Grantor"), for valuable consideration paid, grants, with general warranty covenants to Grand Communities, LLC, a Kentucky limited liability company "Grantee"), the real property described in Exhibit A.

Prior Reference: O.R. Volume 764 at page 644 Parent Tax Parcel No.: 064-307692-00.000

Property Address: 42.752 ac. Broad St., Pataskala, OH 43062

**SUBJECT** to any and all easements, rights of way, conditions and restrictions of record; all legal highways and public roadways; zoning ordinances, rules and regulations.

**EXCEPTED** from the general warranty covenants are the real estate taxes and assessments which shall be prorated between the Grantor and Grantee to the time of closing and those taxes and assessments due and payable thereafter.

**EXECUTED** this **3**0

P & G Pataskala, Ltd.

By: Park National Bank, Trustee of the J. Gilbert

Reese Trust, u/a/d 12/14/07, Member

Thomas M. Cummiskey, Senior V.P. and

Trust Officer

STATE OF OHIO

) ) SS

**COUNTY OF LICKING** 

The foregoing instrument was acknowledged before me this 30 day of Januar 2020, by Thomas M. Cummiskey, Senior V.P. and Trust Office of Park National Bank, Trustee of the J. Gilbert Reese Trust, u/a/d/12/14/07, Member of P & G Pataskala, Ltd., on behalf of the company

GLORIA J. KAHRIG Notary Public, State of Ohio

My Commission Expires

03-27-2023

This instrument was prepared by:

Reese Pyle Meyer PLL 36 N. Second St., P.O. Box 919 Newark, Ohio 43058-0919. (740) 345-3431

#### **EXHIBIT A**

Situated in the State of Ohio, County of Licking, City of Pataskala, being in Lots 12 and 13, 4th Quarter Township, Township 1, Range 15 in the United States Military District and also being 42.752 acres out of the remainder of a 183.658 acre tract as conveyed to P & G Pataskala, Ltd. in Official Record 764, Page 644 as further described as follows:

Commencing at the centerline intersection of Broad Street (S.R. 16 - R/W Varies, ODOT R/W Plan LIC-16-0.00-3.60) and John Reese Parkway as recorded in The Settlement at Pataskala Phase 1-A in Plat Book 16, Page 72;

Thence with the south line of said remainder of a 183.658 acre tract and the centerline of Broad Street (S.R. 16 - R/W Varies, ODOT R/W Plan LIC-16-0.00-3.60) S 78° 03' 21" W, 1852.44 feet to a magnail set at the TRUE POINT OF BEGINNING for the land herein described as follows;

Thence continuing with the south line of the remainder of said 183.658 acre tract and the centerline of Broad Street (S.R. 16, ODOT R/W Plan LIC-16-0.00-3.60), S 78° 03' 21" W, 60.00 feet to a magnail set;

Thence across the remainder of said 183.658 acre tract passing over the northerly right of way line of Broad Street (S.R. 16, ODOT R/W Plan LIC-16-0.00-3.60), N 11° 56′ 39″ W, 150.00 feet to an iron pin set;

Thence the following three (3) courses across the remainder of said 183.658 acre tract:

- 1.) Along curve to the left having a central angle of 06° 08' 19", a radius of 320.00 feet, an arc length of 34.28 feet and a chord bearing and distance of N 15° 00' 48" W, 34.27 feet to an iron pin set;
- 2.) N 18° 04' 58" W, 257.26 feet;
- 3.) S 78° 03' 21" W, 195.49 feet to an iron pin set in the west line of the remainder of said 183.658 acre tract and the east line of a 149.513 acre tract as conveyed to Tri H Farms, LLC in Instrument Number 201601150000839;

Thence with the west line of the remainder of said 183.658 acre tract and the east line of said 149.513 acre tract, N 03° 59' 05" E, 2890.16 feet to a 1" pinched iron pipe found at the northwest corner of the remainder of said 183.658 acre tract, the northeast corner of said 149.513 acre tract and being in the south line of a 50 acre tract as conveyed to Dennis C. McGowan and Carol Sue McGowan, Trustees of the

Dennis C. McGowan Trust dated 3 July 2002 in Instrument Number 200207150025814;

Thence with the north line of the remainder of said 183.658 acre tract, the south line of said 50 acre tract and the south line of a 10.357 acre tract as conveyed to Craig W. Maynard in Official Record 90, Page 31, S 86° 29' 04" E, 409.53 feet to an iron pin set at the northeast corner of the remainder of said 183.658 acre tract and the northwest corner of the remainder of a 19.047 acre tract as conveyed to Grand Communities, LTD in Instrument Number 201803290005860;

Thence the following eight (8) courses with the east line of the remainder of said 183.658 acre tract and the west line of the remainder of said 19.047 acre tract;

- 1.) S 03° 30′ 16″ W, 240.04 feet to an iron pin set;
- 2.) S 08° 40′ 56" W, 74.35 feet to an iron pin set;
- 3.) S 71° 10′ 57" E, 125.00 feet to an iron pin set;
- 4.) S 23° 17' 50" W, 49.05 feet to an iron pin set;
- 5.) S 62° 13' 22" E, 72.00 feet to an iron pin set;
- 6.) Along a curve to the right through an angle of 82° 56' 36", a radius of 20.00 feet, an arc length of 28.95 feet, and a chord bearing and distance of N 69° 14' 24" E, 26.49 feet to an iron pin set;
- 7.) S 69° 17' 49" E, 14.39 feet to an iron pin set;
- 8.) S 20° 42′ 11″ W, 125.00 feet to an iron pin set at an angle point in the east line of the remainder of said 183.658 acre tract and the southwest corner of the remainder of said 19.047 acre tract;

Thence with the east line of the remainder of said 183.658 acre tract and the south line of the remainder of said 19.047 acre tract, S 69° 17' 49" E, 210.71 feet to an iron pin set at the northeast corner of the remainder of said 183.658 acre tract, the southeast corner of the remainder of said 19.047 acre tract and being in the west line of Lot 145 as created in the Settlement at Pataskala Phase 3, Part 3 as recorded in Instrument Number 201610130022454;

Thence with the east line of the remainder of said 183.658 acre tract, the west line of said Lot 145, the west line of Reserve "B" as created in the Settlement at Pataskala, Phase 3, Part 2 as recorded in Instrument Number 200608240024662 and the west line of Lot 163 as created in said Settlement at Pataskala, Phase 3, Part 2, S 01° 22′ 38" E, 346.82 feet to an iron pin set at the southwest corner of said Lot 163, an angle point in the east line of the remainder of said 183.658 acre tract and a northwest corner of Alonzo. Palmer Street as created in said Settlement at Pataskala, Phase 3, Part 2;

Thence with the east line of the remainder of said 183.658 acre tract and the westerly right of way line of Alonzo Palmer Street, S 01° 38′ 04″ E, 60.00 feet to an iron pin set at an angle point in the east line of the remainder of said 183.658 acre tract, a southwest corner of Alonzo Palmer Street and being the northwest corner of Lot 164 as created in said Settlement at Pataskala, Phase 3, Part 2;

Thence with the east line of the remainder of said 183.658 acre tract and west line of said Lot 164, S 00° 58′ 03″ E, 118.14 feet to an iron pin set at the southwest corner of said Lot 164 and the northwest corner of Lot 165 as created in said Settlement at Pataskala, Phase 3, Part 2;

Thence with the east line of the remainder of said 183.658 acre tract and west line of said Lot 165, S 09° 51′ 15″ E, 110.51 feet to an iron pin set at the southwest corner of said Lot 165 and the northwest corner of Lot 166 as created in said Settlement at Pataskala, Phase 3, Part 2;

Thence with the east line of the remainder of said 183.658 acre tract and west line of Lots 166, 167 and 168 as all are created in said Settlement at Pataskala Phase 3, Part 2, S 46° 01' 38" E, 316.64 feet to an iron pin set at an angle point in the west line of said Lot 168 and being an angle point the east line of the remainder of said 183.658;

Thence with the east line of the remainder of said 183.658 acre tract, the west line of said Lot 168, the west line of Lot 169 as created in the Settlement at Pataskala, Phase 3, Part 1 as recorded in Instrument Number 200510070031920, S 16° 47'56" E, 266.76 feet to an iron pin set at the southwest corner of said Lot 169 and the northwest corner of Lot 170 as created in said Settlement at Pataskala Phase 3, Part 1;

Thence with the east line of the remainder of said 183.658 acre tract the west line of said Lot 170, S 55° 00′ 41″ E, 61.57 feet to an iron pin set;

Thence the following ten (10) courses across the remainder of said 183.658 acre tract;

- 1.) S 78° 03' 53" W, 135.11 feet to an iron pin set;
- 2.) S 45° 24' 29" W, 113.46 feet to an iron pin set;
- 3.) S 81° 55' 00" W, 136.84 feet to an iron pin set;
- 4. N 62° 51' 10" W, 222.45 feet to an iron pin set;
- 5\ N 79° 42' 15" W, 209.92 feet to an iron pin set;
- 6.) S 18 53' 17" W, 655.16 feet to an iron pin set;
- 7.) S 11° 56′ 07" E, 402.21 feet to an iron pin set;

8.) S 78° 03' 21" W, 195.92 feet to an iron pin set;

9.) S 18° 04' 58" E, 250.80 feet to an iron pin set;

10.) Along curve to the right having a central angle of 06° 08' 19", a radius of 380.00 feet, an arc length of 40.71 feet and a chord bearing and distance of S 15° 00' 48" E, 40.69 feet to an iron pin set;

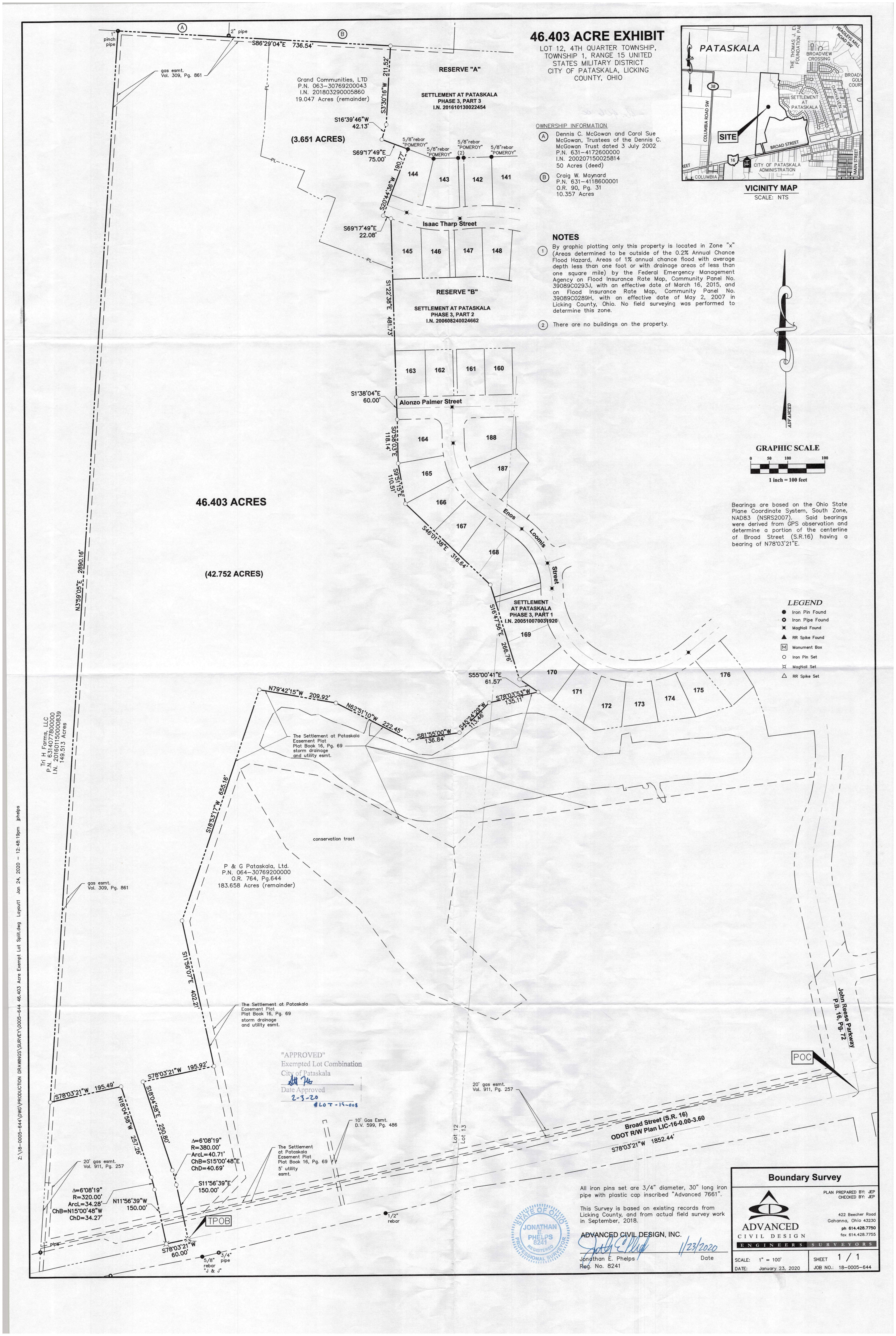
Thence continuing across the remainder of said 183.658 acre tract passing over the northerly right of way line of Broad Street (S.R. 16, ODOT R/W Plan LIC-16-0.00-3.60) S 11° 56′ 39″ E, 150.00 feet to the TRUE POINT OF BEGINNING , containing 42.752 acres, more or less.

The above description was prepared by Advanced Civil Design Inc. and based on existing Licking County records, along with an actual field survey.

Iron pins set 3/4" diameter, 30" long pipe with plastic cap inscribed "Advanced 7661".

Bearings are based on the Ohio State Plane Coordinate System, South Zone NAD83 (NSRS2007). Said bearings were derived from GPS observation and determine a portion of the centerline of Broad Street (S.R. 16) having a bearing of N 78° 03' 21" E.

All references used in this description can be found at the Recorder's Office Licking County, Ohio.



# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, AND RESERVATION OF EASEMENTS FOR

	THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND I	RESERVATION OF EASEMENTS FOR ("Declaration") is
made t	his day of, 2020, by GRAND COMMUNITIES, LLC, a Kentucky
limited	l liability company (the "Declarant"), under the following circumstances:
A.	Declarant is the owner in fee simple of certain real property located in County, Ohio, more particularly described in Exhibit A attached hereto (the "Property") and desires to create a residential community consisting of single family detached homes with permanent Common Elements (as hereinafter defined) for the benefit of said community; and
B.	Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said Common Elements; and to this end, desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said Property and the subsequent Owners thereof; and
C.	Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an Association to which should be delegated and assigned the powers and duties of maintaining and administering the Common Elements and administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and
D.	Declarant has formed or will form the Homeowners' Association, Inc., as an Ohio not-for-profit corporation (the "Association"), which shall be responsible for the maintenance, management and control of the Common Elements on the Property.
	NOW, THEREFORE, Declarant hereby declares that all of the Property described in
	it A and such Additional Property as may be subjected to the provisions hereof, shall be
	old and conveyed, subject to the covenants, conditions, restrictions, easements, charges and
	et forth in this Declaration, and any subdivision plat which includes the Property, which are
	e purpose of protecting the value and desirability of, and which shall run with, the real ty and be binding on all parties having any right, title, or interest in the Property or any part
propert	iy and be omaing on an parties having any right, title, of interest in the Froperty of any part

thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

# SECTION 1 DEFINITIONS

The words in this Declaration which begin with capital letters, other than words which would be normally capitalized, unless the context otherwise requires, shall have the meanings set forth in this Section.

- 1.1 <u>Additional Property</u>. "Additional Property" means property that may in the future be subjected to the plan provided herein, and consists of all or any part of property determined by Declarant, in its sole and unfettered discretion, as property subject to be part of the Property and subjected to the provisions hereof, and may include any property in the vicinity of, adjacent to or contiguous with property a part of the Property as it is then constituted, provided that, with respect to other property that owner concurs with subjecting the same to the provisions hereof.
- 1.2 <u>Architectural Guidelines</u>. "Architectural Guidelines" as defined in Section 5 of this Declaration.
- 1.3 Areas of Common Responsibility. "Areas of Common Responsibility" shall mean and refer to the Common Elements, together with those areas, if any, which by the terms of this Declaration or by contract or agreement become the responsibility of the Association, whether located within the Property or adjacent to it. The office of any property manager employed by or contracting with the Association, if located on the Property, or any public rights-of-way within or adjacent to the Property, regional retention/detention basins adjacent to the Property, or other areas adjacent to the Property that the Association determines, may be part of the Areas of Common Responsibility.
- 1.4 <u>Articles and Articles of Incorporation</u>. "Articles" and "Articles of Incorporation" mean those articles, filed with the Ohio Secretary of State, incorporating the Homeowners' Association, Inc., as a non-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code, as the same may be amended from time to time.
- 1.5 <u>Assessments</u>. "Assessments" mean Base Assessment, Special Assessment, Individual Assessment, Working Capital Assessment, and Capital Contribution Assessment, or any other assessments required by the Declaration or any Supplemental Declaration.
- 1.6 <u>Association</u>. "Association" means Homeowners' Association, Inc., an Ohio not-for-profit corporation, and any successor organization, which owns, operates and maintains the Common Elements.
- 1.7 <u>Base Assessment</u>. "Base Assessment" means the charge established by Section 4.2 of this Declaration.

- 1.8 <u>Board of Directors</u>. "Board of Directors" means the Board of Directors of the Association or the Board of Directors as established by the Class B Member established pursuant to its Articles of Incorporation, Code of Regulations and this Declaration.
- 1.9 <u>Builder(s)</u>. "Builder(s)" means Fischer Single Family Homes IV, LLC, an Ohio limited liability company, its successors and assigns, and such other persons and entities as may acquire one or more Lots from Declarant for the purpose of constructing improvements thereon for resale, but only to the extent of such Lots acquired.
- 1.10 <u>Capital Contribution Assessment</u>. "Capital Contribution Assessment" means as defined in Section 4.7 of this Declaration.
- 1.11 <u>Class A Members or Class A Membership</u>. "Class A Members" or "Class A Membership" means those members of the Association consisting of all Owners except, during the Development Period, Declarant.
- 1.12 <u>Class B Member or Class B Membership</u>. "Class B Member" or "Class B Membership" means, during the Development Period, Declarant, as a member of the Association.
- 1.13 <u>Code of Regulations</u>. "Code of Regulations" means the Code of Regulations of the Association, as the same may be amended from time to time, pursuant to Chapter 1702 of the Ohio Revised Code, a copy of which is attached hereto as **Exhibit B** and made a part hereof.
- 1.14 <u>Common Elements</u>. "Common Elements" shall mean and refer to all real property, or any interest therein, together with improvements located thereon, owned by, leased to the Association or granted as an easement to the Association, for the benefit, use and enjoyment of its Members.
- 1.15 <u>Common Expenses</u>. "Common Expenses" shall mean as defined in Section 4.2 of this Declaration.
- 1.16 <u>Common Private Driveway</u>. "Common Private Driveway" shall mean and refer to any private road or driveway which is built or installed as part of the original construction or improvement of the Property by the Declarant and/or the Builder to serve more than one (1) Lot; and which may be situated on a dividing line between Lots or partly on one (1) Lot and partly on another Lot, together with any road or driveway which may be specifically designated by Declarant and/or Builder within a Common Driveway Easement, Private Driveway Easement, or a record plat and/or other recorded instrument.
- 1.17 <u>Common Private Driveway Easement</u>. "Common Private Driveway Easement" shall mean and refer to all private driveway easement(s) located on the Property as shown on any Record Plat, or other recorded instrument. The areas within the easement(s) are sometimes referred to as the Common Private Driveway(s).

- 1.18 <u>Community-Wide Standard</u>. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard may be more specifically determined by the Board of Directors and Declarant.
- 1.19 <u>Conservation Easement</u>. "Conservation Easement" shall mean and refer to all conservation easements, if any, located on the Property as shown on any Record Plat or recorded Easement Plat.
- 1.20 <u>Declarant</u>. "Declarant" means Grand Communities, LLC, a Kentucky limited liability company, its successors and assigns.
- 1.21 <u>Declaration</u>. "Declaration" means this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for \_\_\_\_\_\_ Homeowners' Association Inc., as the same may from time to time be amended in the manner prescribed herein.
- 1.22 <u>Default</u>. "Default" means any violation or breach of, or any failure to comply with, the Restrictions, this Declaration or any other Governing Documents as defined below.
- 1.23 <u>Development Period</u>. "Development Period" means the period commencing on the date on which this Declaration is recorded in the <u>County</u>, Ohio Recorder's Office and terminating on the earlier to occur of: (i) within thirty (30) days following the date when one hundred percent (100%) of the Dwelling Units which may be built on the Property or Additional Property have been deeded by either Declarant and/or any Builder to a third party purchaser; or (ii) thirty (30) years from the date of recording of the Declaration.
- 1.24 <u>Dwelling Unit</u>. "Dwelling Unit" means any building or portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single person, a family or family-sized group of persons.
- 1.25 <u>Governing Documents.</u> "Governing Documents" mean the Declaration, the Record Plat, the Code of Regulations, the Articles of Incorporation, the rules and regulations, if any, the management agreement, if any, entered into between the Association and any professional manager of the Property, and any other basic documents used to create and govern the Property.
- 1.26 <u>Improvements</u>. "Improvements" means all Dwelling Units, buildings, outbuildings, sheds, garages and other structures; overhead, aboveground and underground installations, including without limitations, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools, hot tubs, spas, tennis courts, and all other types of recreational courts, fixtures and facilities, including but not limited to, tree houses, play houses, children's recreational equipment or structures, basketball goals and playground equipment; pet houses, runs, and enclosures; changing of colors or materials of the Improvements; exterior lighting; slope and drainage alterations; roads, driveways, uncovered parking areas and other such areas; fences, mailboxes; trellises, walls, retaining walls, exterior

stairs, decks, patios and porches; planted trees, hedges, shrubs and other forms or landscaping; and all other structures or Improvements of every type, constructed or maintained on the Property.

- 1.27 <u>Individual Assessment</u>. "Individual Assessment" means the charge established in Section 4.5 of this Declaration.
- 1.28 <u>Landscape and Signage Easements</u>. "Landscape and Signage Easements" shall mean as defined in Section 8.8 of this Declaration.
- 1.29 <u>Lot(s)</u>. "Lot(s)" means each of the parcels of land shown as such upon the Record Plats of the Property.
- 1.30 <u>Maintenance Standards</u>. "Maintenance Standards" mean those standards adopted by Declarant and/or the Board pursuant to Section 7 of the Declaration as the same may from time to time be amended.
  - 1.31 <u>Members</u>. "Members" means all Class A Members and the Class B Member.
- 1.32 Occupant. "Occupant" means any person in possession of a Lot or Dwelling Unit whether or not such possession is lawful and shall include but not be limited to, an Owner's family members, guests, invitees, Tenants and lessees.
- 1.33 Open Spaces. "Open Spaces" shall mean and refer to all open spaces located on the Property as shown on any Record Plat, which are for the benefit of the Owners in the Subdivision.
- 1.34 Owner. "Owner" means, with respect to any Lot, the owner of record from time to time, whether one or more persons or entities, of an interest in fee simple, reversion, remainder or leasehold estate of 99 years or more, but shall not include the Association. Such term shall include contract sellers except those having an interest merely as security for the performance of an obligation.
- 1.35 <u>Private Driveway Easement</u>. "Private Driveway Easement" shall mean and refer to all private driveway easement(s) located on the Property as shown on any Record Plat. The areas within the easement(s) are sometimes referred to as the Common Private Driveway(s).
- 1.36 <u>Private Storm Sewer Easements</u>. "Private Storm Sewer Easements" shall mean and refer to any easements shown on any Record Plat to provide surface drainage. These areas are for the benefit of all Lot Owners and any applicable governmental authority having jurisdiction over drainage control.

1.37	Property.	"Property	" mean	s that c	ertain land in					_Township,		
		County,	Ohio,	more	particularly	described	in	<b>Exhibit</b>	A	to	this	
Declaration.	When porti	ons of the	e Addit	ional P	roperty are si	ubjected to	this	Declarati	on	purs	uant	
to Section 10	0 herein, tho	se portion	is shall	then be	e deemed part	t of the Prop	erty	7.				

1.38 Record Plat. "Record Plat" means a plat of as
recorded in the County, Ohio Recorder's records, including any
subsequent plats or replats.
1.39 <u>Recreational Facilities</u> . "Recreational Facilities" shall mean any facilities now or
hereafter installed on the Property for the benefit of Owners and Occupants, which may include, but not be limited to, swimming pools, bath houses, clubhouses, shelters, ponds, walking trails,
gazebos, playgrounds and surrounding areas, and any portions of the Common Elements on which
recreational activity is permitted.
1.40 <u>Restrictions</u> . "Restrictions" means all covenants, conditions, restrictions,
easements, charges, liens and other obligations provided for in this Declaration, including, without limitation, the Maintenance Standards and all notices, rules and regulations issued in accordance
with this Declaration.
1.41 Special Assessment. "Special Assessment" means the charge established by
Section 4.4 of this Declaration.
1.42 <u>Structure</u> . "Structure" means:
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(a) any thing or object (other than landscaping) the placement of which upon
any part of the Property may affect the appearance of the Property, including, without
limitation, porch, deck, shed, barn, storage facility, covered or uncovered patio, fence, curbing, paving, wall, signboard or any other temporary or permanent Improvement; and
curoning, paving, wan, signobard of any other temporary of permanent improvement, and
(b) any excavation, fill, ditch, dam or other thing or device which affects or
alters the natural flow of surface waters from, upon or across any part of the Property, or
which affects or alters the flow of any waters in any natural or artificial stream, wash or
drainage channel from, upon or across any part of the Property.
1.43 <u>Subdivision</u> . "Subdivision" means all phases or sections of the Record Plat for
, a subdivision in Township,
County, Ohio, and consisting of all the Property from time to time made
subject to the provisions of this Declaration.
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- 1.44 <u>Supplemental Declaration</u>. "Supplemental Declaration" shall mean an amendment or supplement to this Declaration executed by or consented to by Declarant which subjects all or any portion of the Additional Property to this Declaration; imposes, expressly or by reference, additional restrictions and obligations on the land subject to this Declaration.
- 1.45 <u>Tenant</u>. "Tenant" means any person occupying any Lot pursuant to a written or oral lease agreement with the Owner thereof or with any other person or entity claiming under the Owner.

1.46 <u>Working Capital Assessment</u>. "Working Capital Assessment" as defined in Section 4.6 of this Declaration.

### SECTION 2 PROPERTY SUBJECT TO THIS DECLARATION

The Property, each portion thereof, and all Dwelling Units thereon shall be held, transferred, sold, conveyed, leased, mortgaged and occupied subject to the terms, provisions, covenants and conditions of this Declaration.

# SECTION 3 ASSOCIATION MEMBERSHIP, MEETINGS AND BOARD

- 3.1 <u>Formation of the Association</u>. The Declarant has caused or will cause to be chartered the Association. The purpose of the Association is to provide for the administrative governance, maintenance, management and upkeep of the Property and to promote the general health and welfare of the Owners and Occupants of the Property.
- 3.2 Rules and Regulations. The Association through its Board may make and enforce reasonable rules and regulations governing the use of the Common Elements owned by the Association ("Rules"); the levying and collection of assessments for the operation of the Association; the levying and collection of administrative and enforcement charges for the infraction of the Governing Documents, including but not limited to the Rules, and the covenants, conditions, restrictions, governing organizational documents and rules imposed on or encumbering any Lot within the Subdivision; and for other purposes consistent with its goals. All such Rules shall be consistent with the provisions of the Governing Documents. The Association shall have the power to impose sanctions on Owners, including without limitation: (i) reasonable monetary administrative charges which shall be considered Individual Lot/Unit Assessments; (ii) suspension of the right to vote as a Member of the Association; and (iii) suspension of the right of the Owner and the Owner's Occupants, licensees, and invitees, to use the Common Elements for a period not exceeding sixty (60) days, for any infraction of the Governing Documents, including but not limited to the Rules, imposed on or encumbering any Lot within the Subdivision. In addition, the Board shall have the power to seek relief in any court for violations of, or, to abate violations of the Governing Documents, including but not limited to the Rules imposed on or encumbering any Lot within the Subdivision. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing any provision of the Governing Documents, including but not limited to the Rules, imposed on or encumbering any Lot within the Subdivision, or otherwise, the amount so expended shall be due and payable by the Owner or Owners of the Lot or Unit, whose Owner, Occupant, Tenant, licensee, or invitee violated any provision of the Governing Documents, including but not limited to the Rules, and the same shall be an individual Lot/Unit Assessment against such Owner's Lot or Unit and such Owner.

3.3 <u>Board of Directors</u>. Until the expiration of the Development Period, the initial Board shall consist of three (3) persons appointed by the Class B Member who shall serve until their respective successors are elected and qualified. Directors appointed by the Declarant need not be Members of the Association. However, a Director elected by Class A Members shall be a Lot Owner or a spouse of a Lot Owner, except that if a Lot Owner is a corporation, partnership, joint venturer, or other entity, the Lot Owner may elect as a Director an officer, partner, joint venturer, or like individual affiliated with this Lot Owner.

Within ninety (90) days after the expiration of the Development Period, the President of the Association shall call a special membership meeting ("Development Period Special Meeting"). At the Development Period Special Meeting, all Declarant appointed Directors shall be deemed removed from office, and the Class A Members, including the Declarant if it is then an Owner, shall elect a Director to fill each vacancy on the Board. The terms of said elected Directors for the initial Class A Member elected board, shall be from one (1) or two (2) years so that any year thereafter, at least one (1) term shall expire. The two Directors with the most votes shall be the Directors who shall serve a two (2) year term. The remaining Director shall serve a one (1) year term. Subsequent to the Development Period Special Meeting, all Directors, and their successors, shall be elected by Class A Members and shall be elected for a two (2) year term. Furthermore, at any Annual Meeting subsequent to the Development Period Special Meeting, the Board may elect to expand the number of Directors to five (5) but in no event shall the number of Directors be less than three (3).

Notwithstanding anything above to the contrary, the Class B Member may, by written notice to the Board, at or before any Annual Meeting, relinquish to the Class A Members, the Class B Member's right to appoint one or more Directors at such Annual Meeting pursuant to this Section.

- 3.4 <u>Membership</u>. The membership of the Association shall at all times consist exclusively of Owners. All Owners shall be Members. Membership shall be appurtenant to and may not be separated from such ownership.
- 3.5 <u>Members Rights and Duties</u>. Each Member shall have the rights, duties and obligations set forth in this Declaration and all amendments duly made hereto in accordance with the terms herein.
- 3.6 <u>Professional Management Contracts</u>. The Association may delegate all or any portion of its authority to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee on sixty (60) days or less written notice.

# SECTION 4 ASSESSMENTS

- 4.1 <u>Creation of Assessments</u>. There are hereby created Assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors, to be commenced at the time and in the manner set forth in this Section. Types of Assessments are described in this Section. Each Owner, by acceptance of a deed or recorded contract of sale for any portion of the Property, is deemed to covenant and agree to pay these Assessments.
  - (a) Owners may not waive or otherwise exempt themselves from liability for the Assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Elements or abandonment of the Dwelling Unit. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Code of Regulations, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.
  - (b) Notwithstanding any provision of this Declaration, the Articles of Incorporation or Code of Regulations to the contrary, Declarant and Builder, until the expiration of the Development Period, shall not be required to pay any Assessments for any recorded, "unoccupied" Lot in which they have the interest otherwise required for Class A Membership. Furthermore, Declarant shall have the right, by written contract, to exempt any party purchasing a Lot not for its own occupancy of a house on such Lot from the liability to pay assessments herein.
- 4.2 Base Assessment. The Base Assessment shall be levied by the Association against the Owner of each Dwelling Unit or Lot, as provided in Section 4.3 below, to be used currently, and to provide an adequate reserve fund for future use, for the improvement, expansion and maintenance of the Common Elements, including, but not limited to, the payment of real estate taxes on those portions of the Common Elements to which the Association is the record owner; casualty and liability insurance for the Common Elements to which the Association is the record owner and fidelity bonds; the cost of repairing, maintaining and replacing the landscaping in the Common Elements; the cost of supplying water to the Common Elements; the costs of operation, maintenance, improvement, and replacement of the Recreational Facilities, Open Spaces, Landscape Easement Areas and Signage Easement Areas, and retention/detention or other stormwater management facilities; the cost of reasonable reserves for contingencies, replacements and working capital; management fees; organizational costs; legal costs for the enforcement of liens and covenants in this Declaration and all other costs incurred by Declarant or the Board in the exercise of its powers and duties pursuant to this Declaration (collectively "Common Expenses"). The Base Assessment shall be estimated initially in accordance with Section 4.3 of this Declaration. The obligation to pay the Base Assessment shall not in any manner be dependent on or discharged, or otherwise affected by the use or non-use of the Common Elements or Recreational Facilities, or the actual occupancy of any Lot or Dwelling Unit of the Property.

- 4.3 <u>Computation of Base Assessment</u>. It shall be the duty of the Board, prior to the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget shall include a capital reserve account for the capital replacement, as needed.
  - (a) The Base Assessment for all Dwelling Units shall commence upon the conveyance of the first Dwelling Unit in the Subdivision from either Declarant or Builder to an individual Owner of a Dwelling Unit and shall be prorated from the date of conveyance through the end of the billing period.
  - (b) The Base Assessment to be levied against each Dwelling Unit for the coming year shall be determined by multiplying the total budgeted Common Expenses, including reserves, by a fraction, the numerator of which is the number "1," and the denominator of which is the total number of Dwelling Units or Lots subject to Assessment.
  - (c) Notwithstanding the above, the Board may, in its sole discretion, reduce the Base Assessment determined pursuant to the above formula by taking into account:
    - (i) Other sources of funds available to the Association; and
    - (ii) Assessments to be levied upon additional Dwelling Units or Lots reasonably anticipated to become subject to Assessments during the fiscal year.
  - (d) So long as Declarant has the right unilaterally to annex Additional Property pursuant to Section 10 below, Declarant may elect on an annual basis, but shall not be obligated, to reduce the resulting Base Assessment for any fiscal year by payment of a subsidy; provided, any such subsidy shall be conspicuously disclosed as a line item in the income portion of the Common Expense budget and shall be made known to the membership. The payment of such subsidy in any year shall under no circumstances obligate Declarant to continue payment of such subsidy in future years.
  - (e) The Board shall cause a copy of the Common Expense budget and notice of the amount of the Base Assessment to be levied against each Dwelling Unit or Lot for the following year to be delivered to each Owner at least fifteen (15) days prior to the beginning of the fiscal year. If, in the event the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined by the Board, the budget in effect for the immediately preceding year shall continue.
- 4.4 <u>Special Assessment</u>. In addition to the other Assessments authorized herein, and to the extent that the reserve fund is insufficient, the Association may levy Special Assessments for the following reasons:

- (a) The amount of any operating deficit incurred in any calendar year may be paid by means of a Special Assessment sufficient in an amount so as to allow the Association to satisfy such deficit in part or in whole, provided that any such Special Assessment shall have been approved in accordance with Section 4.4(c) below.
- (b) To the extent that the capital budget is insufficient, the Association may levy Special Assessments to construct, structurally alter, or replace capital Improvements which are a part of the Common Elements in any fiscal year.
- (c) So long as the total amount of Special Assessments allocable to each Lot or Dwelling Unit does not exceed One Hundred Percent (100%) of the Base Assessment for that fiscal year, the Board may impose the Special Assessment. Any Special Assessments which would cause the amount of Special Assessments allocable to any Lot or Dwelling Unit to exceed this limitation shall be effective only if approved by a majority vote of the Members present and voting at a meeting duly called for such purpose. Special Assessments shall be paid as determined by the Board, and the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessments is imposed.
- 4.5 <u>Individual Assessment</u>. The Association after approval by a majority of the members of the Board shall have the right to assess an individual Lot or Dwelling Unit for any of the following ("Individual Assessment"):
  - (a) any costs incurred for maintenance or repair caused through the willful or negligent act of an Owner or Occupant or their family, tenants, guests or invitees, including attorney fees, court costs and other expenses incurred; and/or
  - (b) any costs associated with the enforcement of this Declaration or the Rules and Regulations, if any, of the Association, including, but not limited to attorney's fees, witness fees and costs, and court costs.
- 4.6 Working Capital Assessment. At the time of closing on the sale of each Lot from Builder or Declarant to a third party purchaser, the purchaser shall be required to pay an amount established by the Board, or the amount equal to the current annual assessment, as such purchaser's capital contribution to the working capital of the Association ("Working Capital Assessment"). The Builder or Declarant, in its sole discretion may waive the Working Capital Assessment. The Working Capital Assessment amount shall be determined by the Board of Directors. The Working Capital Assessment shall be used by the Association for its operating expenses. Such Working Capital Assessment is not an advance payment of the Base Assessment or any other Assessment established herein and will not be held in any sort of trust or reserve account. Declarant and Builder shall not be required to pay any Working Capital Assessment as described in this paragraph.
- 4.7 <u>Capital Contribution Assessment</u>. At the time of closing on the resale of a Dwelling Unit or Lot to a subsequent purchaser, said subsequent purchaser shall be required to pay one

hundred percent (100%) of the current Working Capital Assessment as such purchaser's capital contribution to the working capital of the Association ("Capital Contribution Assessment"). The Capital Contribution Assessment shall be used by the Association for its operating expenses. Such Capital Contribution Assessment is not an advance payment of the Base Assessment or any other Assessment established herein and will not be held in any sort of trust or reserve account. Declarant and Builder shall not be required to pay any Capital Contribution Assessment as described in this paragraph.

- 4.8 <u>Common Surplus</u>. If the Base Assessment collected in any given year is in excess of the actual Common Expenses for that year, the Board may, at its sole discretion (a) return each Owner's share of the Common Surplus; (b) credit each Owner's share of the Common Surplus to each Owner's payment as for the Base Assessment for the following year; (c) apply the Common Surplus to the reserve; or (d) repay any loan obtained by the Board, on behalf of the Association, used to fund any prior year's operating deficit as provided for in Section 4.10 below.
- 4.9 Payment. Unless otherwise established by the Board, the Base Assessment shall be paid in advance in annual installments not more than ten (10) days after the due dates established by the Board. The Board shall have the power at any time to adopt such billing, collection and payment procedures and payment time schedules as it shall deem appropriate. Additionally, any Special Assessment or Individual Assessment imposed by the Board shall become due upon the date designated in the notice, but not less than thirty (30) days after the mailing of the notice to the Owner by United States mail. At the time of closing on a Lot or Dwelling Unit from either Declarant or Builder to a third party purchaser, each purchaser of a Dwelling Unit or Lot shall be required to pay the Working Capital Assessment and a prorated share of the Base Assessment for the balance of the billing period in which the closing takes place. Further, at the time of a resale closing of a Dwelling Unit or Lot to a subsequent purchaser, such subsequent purchaser shall be required to pay the Capital Contribution Assessment, as provided in Section 4.7 above, and a prorated share of the Base Assessment for the balance of the billing period in which the closing takes place.
- 4.10 Operating Deficit. If during the Development Period the Association incurs an operating deficit, Declarant, Builder or any other affiliated entity of Declarant ("Affiliated Entity"), may, at its option, loan funds to the Association to fund the deficit. In the event that Declarant, Builder and/or Affiliated Entity elects to fund the deficit, the Association shall execute a loan agreement and promissory note for the benefit of Declarant, Builder and/or Affiliated Entity, as the case may be, the form of which shall comply with the terms and conditions set forth in Exhibit C attached hereto and made a part hereof. The Association shall be obligated to repay to the Declarant, Builder and/or Affiliated Entity, as the case may be, any and all monies lent by such entity to the Association in accordance with this Section in order to fund any deficit. Such repayment of monies shall be in accordance with the terms and conditions of said loan agreement and promissory note.
- 4.11 <u>Books and Records of the Association</u>. The Association shall keep full and correct books of account. The Association shall make available to all Lot Owners and the holders of all first mortgages on Lots, current copies of the books, records and financial statements of the

Association upon reasonable request during normal business hours. All funds collected by the Association shall be held and expended solely for the purposes designated by this Declaration and shall be deemed to be held for the use, benefit and account of the Association and all of the Lot Owners.

- 4.12 <u>Penalty for Late Payment</u>. For each Lot as to which any installment of any Assessments are not paid within a period of thirty (30) days from its due date, unless otherwise modified by the Board, there shall be added to the installment a penalty of ten percent (10%) thereof, and interest at the rate of twelve percent (12%) per annum, or such other amount established by the Board (or, if less, the maximum rate allowable by law) from the due date on the amount of such installment plus penalty until paid.
- 4.13 <u>Creation of Lien and Personal Obligation of Assessment</u>. All Assessments shall be a charge and lien on each Lot to the extent and for the period provided in Section 4.14 below, and shall also be the personal obligation of the Owner of each Lot against which they are made.
- 4.14 <u>Liens</u>. If any Assessment on a Lot is not paid within the period established by the Board pursuant to Section 4.9 herein, the amount thereof together with any interest, costs, penalties and reasonable attorneys' fees thereon shall constitute a lien on such Lot in favor of the Association prior to all other liens and encumbrances whatsoever, excepting real estate taxes and assessments and liens of record in favor of the United States of America, the State of Ohio, and all other political subdivisions or governmental instrumentalities of the State of Ohio to the extent made superior by applicable law, and all bona fide recorded first mortgages and the rights of any first mortgagee who comes into possession of a Lot pursuant to mortgage foreclosure or by deed in lieu thereof. Assessments shall become a lien on a Lot on the date the Board mails written notice of any such Assessment to the Owners of any Lot subject thereto. The Association may perfect the lien by recording a notice of lien with the \_\_\_\_\_\_\_\_County, Ohio Recorder's Office, in any legally recordable form. Nonpayment of any Assessment on a Lot shall be deemed and is hereby declared to be the happening of a condition or event that creates an interest in real estate.
- 4.15 Evidence of Payment. Upon the request of the Owner or any mortgagee or Tenant of any Lot or any prospective purchaser, mortgagee, or Tenant thereof, the Board or its designated representative shall furnish written evidence of the amount of the Assessments with respect to such Lot for the current year and the amount of any unpaid Assessments, penalty and interest, if any. Such evidence may be conclusively relied upon by any such party and by anyone furnishing any title evidence or opinion with respect to such Lot. The Board or its representative may impose a reasonable charge for furnishing such written evidence.
- 4.16 <u>Enforcement of Lien</u>. Any lien established under this Declaration may be enforced by the Association in the same manner and to the same extent (including appointment of a receiver, foreclosure sale and deficiency judgment) and subject to the same procedures as in the case of foreclosure of a real property mortgage under the laws of the State of Ohio. In any such enforcement proceeding, the amount which may be recovered by the Association shall include all

costs of such proceeding, including reasonable attorneys' fees. In any such foreclosure sale, the Association may become the purchaser.

4.17 <u>Subordination of Lien to First Mortgage</u>. The mortgage of a first mortgage of record on a Lot shall have no obligation hereunder to collect any Assessments chargeable to such Lot. Failure of a Lot Owner to pay any Assessments imposed in this Declaration shall not automatically be deemed a default under the first mortgage of record on that respective Lot. In addition, when the mortgage of a first mortgage of record, or other purchaser of a Lot as a result of judicial execution, acquires title to the Lot as a result of foreclosure of the first mortgage or by deed in lieu of foreclosure, such acquirer of title, his, her or its heirs, successors and assigns, shall not be solely liable for the share of the Assessments chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Any lien against such Lot shall be canceled and voided, and shall become unenforceable. Such unpaid share of Assessments shall be deemed to be Common Expenses collectible from all of the Lots, including that of such acquirer, his, her or its heirs, successors or assigns.

# SECTION 5 ARCHITECTURAL REVIEW

- 5.1 <u>Architectural Review Committee</u>. The Board, or the Declarant during the Development Period, may appoint an Architectural Review Committee ("ARC") to review and approve, modify or reject all development, construction, landscaping and site plans involving an Improvement on any Lot pursuant to this Section. If an ARC has not been appointed in accordance with the foregoing, any reference in this Section to ARC shall mean the Declarant during the Development Period or the Board thereafter.
- 5.2 Alteration of Dwelling Unit and Structures. Except for initial construction of Dwelling Units, accessory Structures and Common Elements by either Declarant and/or Builder, no building, fence, wall, deck or other Structure shall be commenced, constructed, erected, placed, moved onto or permitted to remain on any Lot, nor shall any Dwelling Unit, Improvement and/or Structure on any Lot be remodeled, painted or altered or expanded in any way which changes the exterior appearance thereof, unless detailed plans and specifications therefor shall have been submitted to and approved in writing by the ARC. Such plans and specifications shall be in such form and shall contain such information as the ARC may reasonably require, including but not limited to any or all of the following: a site plan; patio and walkway locations; description of materials; location of lighting; architectural plans including cross-sections, floor plans and elevations; and evidence of conformity with building codes. The ARC shall either approve the plans and specifications, disapprove them, or approve them with conditions or qualifications.
- 5.3 Approval of Plans and Specifications. The ARC shall approve plans and specifications submitted to it with respect to any Lot (or subdivision of Lots) if it finds that they comply with the requirements of this Section, will further the purposes outlined in this Declaration and meets Architectural Guidelines adopted by the ARC. Upon final approval thereof, a copy of the detailed plans and specification shall be kept as part of the Association's record and a copy

bearing the written approval of the ARC shall be returned to the applicant. Approval by the ARC of plans and specifications with respect to any Lot shall not impair the ARC's right subsequently to approve a requested amendment of such plans and specifications relating to such Lot (subject to the requirements of this Section). The ARC's approval of any plans and specifications shall not constitute a representation or warranty as to the quality of the plans and specifications or their compliance with applicable laws and codes.

- 5.4 <u>Architectural Guidelines</u>. The ARC may adopt reasonable architectural guidelines and rules relating to the construction, erection and placement of buildings, fences, walls and structures in order to fulfill its obligations under this Section. Such guidelines and specifications may include but not be limited to building materials, minimum or maximum sizes, dimensions or heights, color schemes, material finishes, locations, setbacks or other reasonable requirements.
- 5.5 <u>Disapproval of Plans and Specifications</u>. If plans and specifications (whether schematic, preliminary or detailed) submitted to the ARC with respect to any Lot do not comply with the Architectural Guidelines, if any, and the requirements of Section 5.2 as to the information required to be included in the plans and specifications, the ARC shall either disapprove such plans and specifications or approve them subject to such conditions and qualifications as the ARC may deem necessary to achieve compliance. The ARC may refuse to grant permission to construct, place or make the requested Improvement, when:
  - (a) the plans, specifications, drawings or other material submitted are, themselves, inadequate to incomplete, or show the proposed Improvement to be in violation of these Declarations, the plat restrictions or any rules, regulations or guidelines adopted by the ARC;
  - (b) the design or color scheme of a proposed Improvement or the materials proposed to be used are not in harmony with the general surroundings of the Lot or with adjacent buildings or structures in the sole opinion of the ARC; or
  - (c) the proposed Improvement, or any thereof, would, in the sole opinion of the ARC, be contrary to the interest, welfare or rights of all of part of other Owners.
- 5.6 Failure of the ARC to Act. If the ARC shall fail to act upon any plans and specifications submitted to it within ninety (90) days after submission thereof, such plans and specifications shall be deemed to have been approved as submitted, and no further action by the ARC shall be required. If construction of a Structure is not commenced on a Lot on or before six (6) months from the date of submission of plans and specifications, then such "deemed approval" shall be automatically canceled and a new submission shall be required.
- 5.7 <u>Violations</u>. If any Dwelling Unit and/or Structure situated upon any Lot shall have been constructed, erected, placed, remodeled or altered other than in accordance with the approved plans and specifications, the ARC shall give notice of a Default to the Owner of the Lot involved,

provided, however, that the ARC may, upon such conditions as it may determine, waive any such Default if it finds that such Default does not substantially conflict with the policies of the ARC.

- 5.8 <u>Enforcement</u>. In the event of a violation of the provisions of this Section, the Association shall have the right to enforce this Section by any proceedings authorized in this Declaration, Code of Regulations or rules and regulations, if any, as well as any other relief available at law or in equity.
- 5.9 <u>Right of Entry</u>. The ARC through its members, employees, and agents, shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot or the construction, erection, placement, remodeling, or alteration of any Dwelling Unit and/or Structure thereon is in compliance with the provisions of this Section, without the ARC or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.
- 5.10 <u>Fees</u>. Reasonable fees may be charged for the processing of plans and specifications. Such fees may cover the cost of such processing, including inspection costs. Such fees shall be payable at the time of submission of the respective item for approval.
- 5.11 <u>Approval of Plans by Declarant</u>. Notwithstanding anything to the contrary in this Section, during the Development Period (which may still be in effect even after the Development Period Special Meeting), the plans and specifications for the initial construction of a Dwelling Unit shall be subject only to Declarant's approval and shall not be approved by the ARC.
- 5.12 <u>No Waiver of Future Approvals</u>. The Approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approvals and consent of such ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.
- 5.13 <u>Variance</u>. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and applicable zoning laws, ordinances and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) stop the ARC from denying a variance in other circumstances. For purpose of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, the terms of any financing, or the initiation of work without the required approval of the ARC shall not be considered hardships warranting a variance.
- 5.14 <u>Compliance with Guidelines</u>. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and

procedures promulgated by the ARC may be excluded by the ARC from the Properties without liability to any person, subject to the notice and hearing procedures contained in the Code of Regulations. Further, if any approval required by this Declaration is not granted in writing with respect to any item prior to its installation, the respective Owner thereof shall remove promptly the unapproved item or structure, upon request by ARC.

- 5.15 Non-Liability of Declarant, ARC. Neither the Declarant nor the ARC shall be responsible in any way for any defect in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the ARC or the Declarant does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used or as to the compliance of any plans submitted for approval with these Restrictions, any recorded plat governing the Real Estate or any applicable code, regulation or law.
- 5.16 <u>Inspection</u>. The ARC and the Declarant may inspect work being performed to assure compliance with this Declaration, the plat restrictions and applicable rules and regulations. However, neither the ARC, nor any member thereof, nor the Declarant, nor any agent or contractor employed or engaged by the ARC or the Declarant, shall be liable or responsible for defects, nonconformity or deficiencies in any work inspected or approved by it or them, or on its or their behalf. Further, no such inspection or approval given by or on behalf of the ARC or the Declarant shall be taken or deemed to be or constitute a warranty or guaranty of the work so inspected or approved.
- 5.17. <u>No Compensation</u>. Neither the ARC nor any of its members shall be entitled to any compensation for performing its duties or obligations set forth in the Declaration.

# SECTION 6 COVENANTS AND RESTRICTIONS OF USE AND OCCUPANCY

- 6.1 <u>Purposes</u>. In order to promote the health, safety and welfare of all Owners, Members and Occupants, and to preserve, beautify and maintain the Property and all Structures thereon as a subdivision of high quality and to preserve and promote a good environmental quality, the following covenants, restrictions and limitations as to use and occupancy are hereby adopted, declared and established. These covenants and restrictions shall hereinafter burden and benefit all Lots on the Property, shall run with the land, be binding on current and successor Lot Owners.
- 6.2 <u>Covenants and Restrictions</u>. The following are the covenants and restrictions and limitations as to use and occupancy to which the Property is hereby subjected:
  - (a) <u>Land Use</u>. Except as otherwise provided in this Declaration, no part of the Property other than Common Elements shall be used for other than residential housing and any Dwelling Unit constructed on a Lot shall be used only as a residence for a single family. To the extent permitted by law, an Owner of a Lot may use a portion of a Dwelling Unit

located thereon for his office, studio or other business or trade purpose provided that the activities therein shall not: (i) interfere with the quiet enjoyment or comfort of any other Owner or Occupant; (ii) do not increase the normal flow of traffic or individuals in and out of the Property or in and out of said Owner's Lot; (iii) be apparent or detectable by sign, sound or smell from the exterior of the Lot; (iv) conflict or violate zoning requirements for the Subdivision; (v) increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; (vi) be inconsistent with the residential character of the Subdivision; (vii) constitute a nuisance or a hazardous or offensive use; (viii) threaten the security or safety of other residents of the Subdivision; and (ix) involve door-to-door solicitation within the Subdivision, all as may be determined in each case in the sole discretion of the Board of Directors. The foregoing notwithstanding, Declarant, its successors, assigns and affiliates, and any Builder may use Lots, Dwelling Units and Common Elements for construction offices, sales purposes (i.e. model homes), and as offices to meet with prospective purchasers of Dwelling Units. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involve the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Lot or Dwelling Unit shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to any commercial property within the Propertt nor shall it apply to any activity conducted by the Declarant or Builder with respect to its development and sale of the Property or its use of any Lots or Dwelling Units which it owns within the Property.

- (b) Other Structures. No Improvements or Structures of a temporary character (trailer, shack, garage, barn or other temporary outbuilding) shall be used or erected on any Lot after the permanent residence on each Lot has been completed. No window-mounted heating or air conditioning units shall be permitted. Improvements or Structures may not be placed on any Lot without the ARC's prior written approval, as provided in Section 5 above. This Section shall not apply to Declarant or a Builder during the initial construction of a Dwelling Unit located on a Lot.
- (c) <u>Parking</u>. All Lots shall provide a minimum of two (2) off-street parking spaces, exclusive of garages. No parking spaces, streets or driveways nor any other part of the Common Elements nor any Lot upon which a Dwelling Unit is constructed shall be used for parking of any trailer, truck, boat, or anything other than operative automobiles, motorcycles or scooters, except while loading, unloading or cleaning which shall not exceed forty-eight (48) hours. Any of such vehicles may, however, be stored or parked in an enclosed garage provided such garage door can be completely closed, and remains closed, except during times of ingress and egress from the garage, when such a vehicle is parked therein. The word "trailer" shall include, but not be limited to, trailer coach,

recreational vehicle, house trailer, mobile home, automobile trailer, boat trailer, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as to permit human use and occupancy, storage, or conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "truck" as used herein shall include and mean every type of motor vehicle other than passenger cars and other than any non-commercial pick-up truck (no ladder, racks, advertising, etc.), sports utility vehicle or van which is used as a principal vehicle by an Owner of a Dwelling Unit or his/her family. Notwithstanding the restrictions in this Section, vehicles actively being used for the purpose of construction, delivery or repair work to or upon any Lot or Dwelling Unit may be permitted to be parked on any Lot and street in the Subdivision.

No vehicle may be left upon any portion of the Subdivision, except in an enclosed garage or other area designated by the Board, if any, for a period of more than five (5) days if it is not licensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five-day period, such vehicle may be removed from the Subdivision by the Board of Directors or the appropriate authority Township, Ohio or County, Ohio. Trucks with mounted campers which are used as a primary means of transportation shall not be considered recreational vehicles provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal. No semi-trailer, tractor ("cab," "power unit," etc.) portion of such trucks or any trucks with a load capacity in excess of three-quarters of a ton shall be parked, kept or stored within the Subdivision except as may be reasonably necessary to provide service to or delivery within the Subdivision or as otherwise permitted by the Board of Directors.

All homes shall contain a garage. Carports shall not be permitted. Garage doors shall be kept closed at all times, except during times of ingress and egress from the garage. Garages shall be used primarily for the parking of vehicles and shall not be used primarily for storage or other purposes. Garages shall not be converted to additional living space unless the same has been approved in accordance with Section 5 hereof.

- (d) <u>Nuisances</u>. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No Lot Owner shall permit anything to be done or kept in a Dwelling Unit or other approved Structure on any Lot that would be in violation of any law. No waste shall be committed in or to any of the Common Elements.
- (e) <u>Oil and Mining Operations</u>. No oil drillings, oil development operations, oil refining, quarries or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, water or natural gas shall be erected, maintained or permitted on any Lot.

- (f) <u>Garbage and Refuse Disposal</u>. All trash, garbage or other rubbish ("Trash") shall be kept at all times in each Owner's garage, except on the days which it is collected or as otherwise directed and instructed by the Board or Declarant. Any Trash containers placed outside by the Dwelling Unit Owners to be collected shall only remain outside for a period not to exceed twenty-four (24) hours or in accordance with an alternative schedule determined by the Board or Declarant. Trash removal and/or recycling shall be subject to such other rules and regulations as the Board or Declarant may adopt from time to time.
- kind for receiving or transmitting audio or video signals shall be placed, allowed or maintained upon any portion of the Subdivision, including any Lot, unless approved in accordance with the provisions of Section 5 hereof or as otherwise permitted by the Architectural Guidelines; provided, however, no such approval shall be necessary to install the following on a Dwelling Unit: (i) antennae designed to receive direct broadcast satellite services, including direct-to-home satellite services or antennae designed to receive or transmit fixed wireless signals via satellite, that are one meter or less in diameter; (ii) antennae designed to receive video programming services via multi-point distribution services or antennae designed to receive or transmit fixed wireless signals other than via satellite that are one meter or less in diameter or diagonal measurement; or (iii) antennae that are designed and intended to receive television broadcast signals.

Notwithstanding anything to the contrary herein, Owners shall install any permitted antennae only on the rear of the Dwelling Unit unless such installation: (i) imposes unreasonable delay or prevents the use of the antennae; (ii) unreasonably increases the cost of installation; or (iii) prevents an acceptable quality signal from being obtained.

- (h) <u>Signs</u>. Other than those allowed in the Architectural Guidelines, no permanent sign shall be permitted on any Lot or building in the Subdivision. An Owner of a Dwelling Unit is permitted to place and maintain a standard "For Sale" or "For Rent" sign on his Lot; provided, however it is of a typical size within the industry. An Owner must obtain the prior written consent of the Board in the event said Owner desires to maintain a "For Sale" or "For Rent" sign which is not of a typical size within the industry. This sign restriction shall not apply to signs used by Declarant and/or Builder or their assigns, while Declarant and/or Builder are selling Dwelling Units in the Subdivision, or to traffic, street names, Common Elements or subdivision identification signs. During the Development Period, Builder may place signage on Open Space or on Common Elements with approval of Declarant. The Board of Directors shall have the right to adopt rules and regulations governing the display and placement of signs in the Subdivision, including, without limitation, imposing reasonable time, place and manner restrictions; provided, however, such restrictions shall not apply to Declarant or Builder during the Development Period.
- (i) <u>Animals</u>. No animals of any kind shall be raised, bred, or kept on any Lot including the Common Elements, except that dogs or other household pets, may be kept on

a Lot, subject to the Restrictions, provided that it is not kept, bred or maintained for any commercial purpose, and provided that it is kept subject to the rules and regulations, if any, of the Association. No such pets may be allowed to run unattended. Dogs, cats, or other household pets must be kept within the confines of the Owner's Lot except when being held on hand leash by the person attending the animal. A Lot Owner shall be responsible for cleaning up after his/her household pet. Notwithstanding the foregoing, the Association shall have the right to promulgate rules and regulations pertaining to size, number and type of such household pets and the right to levy fines and enforcement charges against persons who do not clean up after their pet.

- (j) <u>Laundry and Trash</u>. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out to dry or for other reasons or exposed on any part of the Property. No clotheslines shall be located on any Lot. The Property shall be kept free and clear of Trash and other unsightly materials.
- Rental of Dwelling Units. The Owners of the respective Dwelling Units or (k) any first mortgagees in possession thereof shall have the right to lease the same subject to the covenants and restrictions in the Declaration and the Code of Regulations and rules and regulations, if any. However, neither a Unit Owner nor any first mortgagee in possession shall lease less than an entire Dwelling Unit nor shall any Dwelling Unit be leased for a term of less than six (6) months. The respective Dwelling Unit shall not be rented for transient or hotel purposes, which shall be defined as (i) rental for any period less than ninety (90) days, or (ii) any rental if the occupants of the Dwelling Units are provided customary hotel service such as room service or food and beverage, maid service and furnishing of laundry and linen. All leases of any Dwelling Unit shall be in writing. All such leases shall provide that they are subject to all the provisions of the Declaration, the Code of Regulations and the rules and regulations and Architectural Guidelines, if any, and that any failure of the lessee to comply with any such provision shall constitute a default under the lease. In the event that the Tenant or any other Occupant of a Lot violates the Declaration, Code of Regulations, or any rules and regulations or Architectural Guidelines for which a fine is imposed, notice of the fine shall be given to the Owner and the Tenant and such fine may be assessed against the Tenant in accordance with the Declaration and Code of Regulations. If a fine is not paid by the Tenant within the time period established by the Board, the Owner shall pay the fine upon notice from the Association of the Tenant's failure to pay such fine. Unpaid fines shall constitute a lien against the Lot.

Within seven (7) days of entering into a lease agreement for the lease of a Lot, the Owner is responsible for providing the Board with the following information: (i) a copy of the fully executed lease agreement; (ii) the name and address of the Tenants and any other Occupant(s); (iii) the name, address, and telephone number of the Owner other than at the Lot; and (iv) such other information as the Board may reasonably require. In the event an Owner leases a Lot and does not provide the Board with the information in (i) through (iv) above, the Board may require the Owner, at any time, to provide it with such information within seven (7) days of the Board's request.

If an Owner who is leasing his or her Lot fails to pay any Assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the Tenant during the period of delinquency, and, upon request by the Board of Directors, Tenant shall pay to the Association all unpaid Assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by Tenant. However, Tenant need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board of Director's request. All such payments made by Tenant shall reduce, by the same amount, Tenant's obligation to make monthly rental payments to lessor. If Tenant fails to comply with the Board of Director's request to pay Assessments or other charges, Tenant shall pay to the Association all amounts authorized under the Declaration as if Tenant were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for Assessments, for which he or she would otherwise be responsible.

- (l) <u>Swimming Pools, Hot Tubs and Spas</u>. No above-ground swimming pools shall be constructed, erected, placed or permitted to remain upon any Lot; provided, however, portable or inflatable swimming pools designed for use by small children shall be permitted so long as they are stored out of view when not in use. In-ground swimming pools are permitted provided they are approved pursuant to Section 5 hereof. This Section shall not prohibit the construction, erection or placement of a diving board, slide or other equipment appurtenant to an otherwise conforming swimming pool. Hot tubs and spas shall be permitted on any Lot but must be in-ground or if above ground shall not be visible from the street.
- Fencing. No fences shall be erected or built on any part of any Lot between the rear of the dwelling unit constructed thereon and the street in front of the dwelling unit. On a corner Lot, the section or sections of fence running with the side street shall not extend closer to said side street at any point than the dwelling unit on said Lot. Fences erected on said Lot from the rear of the dwelling unit and the back property line shall not be in excess of four (4) feet in height and shall be rustic rail, split rail, decorative PVC, ornamental iron, decorative wood, decorative metal or hedge, or other material approved by the ARC, provided however, that all fences constructed of the aforesaid materials shall be at least fifty percent (50%) open. Non-reflective metal fence may be installed as an integral part of a fence constructed of the aforesaid materials in order to provide a secure enclosure. Notwithstanding the foregoing requirements, the ARC may approve privacy fences or other fences that are not fifty percent (50%) open or fences that exceed four (4) feet in height provided that the ARC finds that the construction and location of such fence and its outward appearance does not adversely affect the visual appearance of the community. The ARC may at its discretion require additional landscaping accompanying such fence improvement. Barbed wire, chain link or similar fences shall be prohibited. Once removed or altered, any chain link fence in place at the time of the recording of this Declaration, shall only be replaced by permitted fencing. All fences must meet local

governmental fence codes and regulations. Entrance designations, Recreational Facilities, fences and any other Structure erected by Declarant, Builder and/or the Association are exempt from this Restriction. Lots 27-33 inclusive are specifically prohibited from constructing any fences until such time as the Development Period terminates.

- (n) <u>Basketball Goals, Play Areas, etc.</u> No permanent basketball goals shall be attached to any Dwelling or affixed in the ground without the approval of the ARC. No playground equipment, tree houses, trampolines, or similar structures shall be erected on any Lot except in accordance with Rules and Regulations established by the ARC from time to time or as otherwise approved by the ARC. No full size portable goals will be allowed on any Lot. Small portable children's goals made of plastic are allowed so long as goals are kept away from public streets and kept in the garage when not in use.
- (o) <u>Building Setbacks</u>. No building shall be located nearer to any street than the building setback line shown in the Record Plat of the Subdivision, except as constructed by Declarant or Builder. All building setbacks shall comply with zoning requirements established for the Property.
- (p) <u>Lawns</u>. No weeds, underbrush or unsightly growths or objects of any kind shall be permitted to remain on any Lot within the Subdivision. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed on a regular basis. Lot areas left in a naturalized state by the Declarant or Builder may be left in such naturalized state by the Lot Owner.
- (q) <u>Obligation to Keep Dwelling Unit in Good Condition</u>. Each Lot Owner or Occupant shall keep each his/her Dwelling Unit and all Structures located on his/her Lot in good order, condition and repair and such maintenance, repair, appearance and condition shall comply with the provisions of this Declaration and applicable laws and ordinances.
- (r) <u>Mailboxes</u>. Declarant or Builder reserves the right to establish a standard design for mailboxes for use by all Lot Owners. The decision of the type of material to be used by each Owner shall be at sole discretion of Declarant and/or Builder. Lot Owners shall be responsible for maintenance of their individual mailboxes. Declarant and/or Builder may however, waive this right or establish the use of cluster mailboxes.
- (s) <u>Additional Restrictions</u>. As the Additional Property is annexed to the Property by means of a Supplemental Declaration, Dwelling Units or Lots within specific phases may be subject to additional covenants, rules and regulations established by Declarant at such time as such Dwelling Units or Lots are annexed to the Property.
- (t) <u>Lot Grading</u>. Neither the Owner nor anyone claiming under the Owner shall alter elevations and grades established by Declarant for any building Lot without the prior written approval of Declarant and/or Declarant's designee during the Development Period; and, the prior written approval of the Board after the Development Period in accordance

with this Declaration. The purpose of this Restriction is to ensure that the surface drainage plan originally established by Declarant for sheet surface drainage and drainage swales over the yard areas of building Lots is not altered or impeded. Landscaping or plantings shall not be installed or maintained in such a manner as to impede sheet surface drainage or swale drainage.

- Storm Water Detention/Retention Ponds. Except as herein provided, the (u) storm water retention/detention ponds within the Subdivision shall be used for aesthetic amenities and storm water drainage only, no other use thereof, including, without limitation, swimming, ice skating, playing, or use of personal flotation devices, and other recreation, shall be permitted, without the written consent of the Board of Directors. The Association, the Declarant and their respective representatives, agents, employees, officers, trustees or directors, shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the storm water detention/retention ponds or any other body of water located within the Subdivision. No Owner shall have any right to place rocks, stones, trash, sewage, waste water, debris, ashes or other refuse in any storm water detention/retention pond or any other body of water. Applicable governmental agencies, the Declarant and the Association, shall have the sole right to control the water level of all bodies of water located within the Subdivision and to control the growth and eradication of plants, fowls, reptiles, animals, fish and fungi in and around any storm water retention pond within the Subdivision. Owners shall not be permitted to withdraw water from any storm water detention/retention pond in the Subdivision.
- (v) <u>Utility Lines</u>. No overhead utility lines, including lines for cable television, shall be permitted within the Community, except for temporary lines as required during construction. Notwithstanding the foregoing, utility lines or replacement of utility lines existing prior to the development of the Subdivision, special purpose utility lines which would be impractical to locate underground, and utility lines established by the Declarant shall be exempt from this requirement.
- (w) <u>Energy Conservation Equipment</u>. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the ARC.
- (x) <u>Garage Sales, Moving Sales, Rummage Sales, etc.</u> No garage sale, moving sale, rummage sale or similar activity shall be conducted by an Owner within the Community without the approval of the Association.
- (y) <u>Building Type</u>. No building or structure shall be erected, placed or permitted to remain upon any Lot except one single-family Dwelling Unit which may include an attached garage. No other structure shall be erected, placed or permitted to remain on any Lot, except as provided herein. Without limiting the generality thereof, the

word "structure" as used herein means anything or any object, the placement of which upon any Lot may affect the appearance of such Lot, including any building, garage, shed, barn, greenhouse, coop, cage, shack, trailer, swimming pool, outbuilding, basketball backboard, play apparatuses and equipment, play houses, or any other temporary or permanent improvement on such Lot. It is further provided, however, that the word "Structure" does not include uncovered patios or decks.

- (z) <u>Irrigation Systems</u>. Irrigation systems may be installed with the approval of the Board, the Declarant, or Declarant's designee.
- (aa) <u>Utility-Drainage Easements</u>. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the record plat(s) for the Lots. Within these easements, no structure, planting or other material, other than driveways or sidewalks, shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement of the installation or maintenance of utilities, or which may change, obstruct or retard the direction or flow of any drainage channels in the easement area. The easement area of each Lot and all improvements in the easement area shall be maintained by the Owner of the Lot except as otherwise provided in the Declaration or supplements thereto and except for those improvements for which a public authority, utility company or the Association is responsible.

All provisions of the Declaration, Code of Regulations and of any rules and regulations or use restriction promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Lot. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, Code of Regulations, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, Code of Regulations and rules and regulations adopted pursuant thereto.

### SECTION 7 MAINTENANCE STANDARDS

7.1 Adoption and Amendment. Declarant during the Development Period, and the Board after the Development Period, shall have the right to adopt, and may from time to time amend, Maintenance Standards pertaining to the maintenance, repair and appearance of all Lots, and the exterior of all Dwelling Units and Structures thereon. If any provision of any applicable building inspection, or similar maintenance statute, ordinance, resolution, regulation or order of the State of Ohio, any other political subdivision or governmental instrumentality of the State of Ohio, or the Board, is more stringent with regard to a Lot than a comparable provision of the Maintenance Standards, such more stringent provision shall be deemed incorporated in the Maintenance Standards. The Maintenance Standards shall provide, among other things, that:

- (a) except as otherwise hereinafter provided, or, as may be provided by other recorded documents, the Association shall be responsible for maintenance, repair and replacement of the Common Elements and all Structures thereon;
- (b) except as otherwise hereinafter provided, the Association shall be responsible for the maintenance and general upkeep of all lawns and landscaping in the Common Elements owned in fee simple by the Association, which shall include, but not limited to, mulching the landscaping beds, cutting the grass and keeping all lawns and landscaping beds in a neat and orderly manner, the cost of which shall be a Common Expense of the Association;
- (c) each Owner shall maintain, repair and replace at their expense all portions of the Common Elements which may be damaged or destroyed by reason of his/her own intentional or negligent act or omission of any invitee, lessee, licensee, employee, agent, family member, guest, and/or pet(s) of such Owner; provided, however, in the event an Owner or Occupant damages the Common Elements and fails to maintain, repair or replace the same as provided herein, the Association shall have the right to provide such maintenance, repair and replacement and assess all costs associated therewith as a Specific Assessment against the Lot of such Owner;
- (d) the obligation of the Association and of the Owners to repair, maintain and replace the portions of the Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Property;
- (e) notwithstanding the fact that the Association and/or any Owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of any construction guarantee or insurance coverage shall not excuse any delay by the Association or by any Owner in performing its or his obligation hereunder; and
- (f) except as otherwise provided above in this Section, each Owner shall maintain, repair and replace at his/her expense all portions of each Dwelling Unit and Structure located on each Lot owned by him/her and all internal and external installations of such Lot such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the boundaries of or serving the Lot.
- 7.2 <u>Obligation to Keep Premises in Good Repair</u>. Each Owner during his/her period of ownership and, during his/her tenancy, each Tenant leasing a Lot, shall keep each Lot, Dwelling

Unit and all Structures thereon owned or leased by him/her in such maintenance, repair and appearance as shall comply with the Maintenance Standards.

- 7.3 Periodic Inspection. Periodically, the Association may inspect each Lot and the exterior of the Dwelling Unit and all Structures thereon to determine whether each complies with the Maintenance Standards and the Declarant or the Association or such officer, employee agent or representative shall not be deemed to have committed a trespass. After each such inspection, the Association shall, if any defects are found, issue an inspection report to the Owner with a copy to the Tenant, if applicable, listing such defects, if any, and the reasonable time within which they may be corrected. Such Owner shall correct such defects or cause them to be corrected within such reasonable period as is stated in the inspection report. In the event that an Owner fails to correct such Default(s), the Association shall have the right to enter such Lot to cure such Default(s) as provided in Section 11.3 hereof and all costs associated therewith shall be a Specific Assessment against the Lot.
- 7.4 <u>Drainage Swales</u>. Neither the Owner nor anyone claiming under the Owner shall, except in an emergency, alter the location or grade of any open storm water drainage way on any Lot without the prior written consent of the Association. If altered, such Owner shall correct the alteration or cause it to be corrected within a reasonable period. In the event that an Owner fails to correct, the Association shall have the right to enter such Lot to cure as provided in Section 11.3 hereof and all costs associated therewith shall be a Specific Assessment against the Lot.
- 7.5 Right of Entry. Declarant and the Association, through its authorized officers, employees, and agents, shall have the right to enter upon any Lot and/or Structure at all reasonable times and upon reasonable advance notice for the purpose of making inspections required by this Section without Declarant or the Association or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such entry or such action or actions. Any bona fide utility company, through its authorized officers, employees, and agents, shall have the right to enter upon the Common Elements or upon any utility easements located on any Lots, for the purpose of installing, repairing or servicing any of its equipment, or for reading meters, without Board approval; provided, however, that if any such activities by the utility require alteration to or displacement of any waterscaping, landscaping, grass, sidewalks, fences, garages, or other Structures, then the prior approval of the Board shall be required.
- 7.6 <u>Failure to Comply</u>. Failure to comply with the Maintenance Standards or to correct the defects listed in any inspection report issued by the Association or to pay any fee hereunder shall constitute a Default, in which event Declarant or the Board shall have the right to enforce this Section by any proceedings authorized in this Declaration, Code of Regulations or rules and regulations, if any.

### SECTION 8 COMMON ELEMENTS AND EASEMENTS

- 8.1 <u>Description of Common Elements</u>. The Common Elements in the Subdivision shall include, but not be limited to: the Recreational Facilities; Open Spaces; Landscape and Signage Easements; Private Storm Sewer Easements and any other easements for open space, landscaping areas and mounding, water retention/detention basins, common area utility easements, storm sewer and surface water drainage easements, water main easements, sanitary sewer easements, preservation areas, and private drainage easements; all as are or may be located, described and shown on the Record Plats (collectively, the "Common Elements"). Declarant and/or Builder may also create other Common Elements not now in existence but that might in the future be added, located and shown on any subsequent Record Plat to be recorded and creating additional Lots to be subjected to this Declaration.
- 8.2 <u>Rights of Enjoyment in Common Elements</u>. Except as herein otherwise provided, each Owner shall have a right and nonexclusive easement for use and enjoyment of the Common Elements, and such right and easement shall be appurtenant to, and shall pass with the title to his/her Lot. Each Tenant shall have a nontransferable right to use and enjoy the Common Elements, which right shall terminate when such person ceases to have the status of a Tenant. Such rights and privileges shall be subject, however, to the following:
  - (a) The right of the Board, with the approval of sixty-seven percent (67%) of the Class A Members, to borrow money in aid thereof to mortgage the Common Elements for the purpose of constructing, equipping, improving and maintaining the Common Elements, notwithstanding the foregoing, during the Development Period, the approval of the Class B Member is also required.
  - (b) The right of the Board to adopt, enforce and amend Rules and Regulations pertaining to the use of the Common Elements, including regulations limiting guests of Owners and Tenants who may use the Common Elements at any one time.
  - (c) The right of the Board to suspend the right of any Owner or the privilege of any Occupant to use the Common Elements that are recreational in nature as determined by the Board for any infraction of the Rules and Regulations relating to the Common Elements for a period not to exceed sixty (60) days for each such infraction, or for nonpayment or delinquency of the Assessments against such Owner's Lot for a period not to exceed the period of such nonpayment or delinquency.
  - (d) Such rights as the Board may have to grant easements or rights of way to any public utility corporation or public agency.
  - (e) The right of the Association to transfer or convey title to all or any portion of the Common Elements upon the approval of the Owners of at least two-thirds (2/3) of the Lots and the consent of Declarant;
  - (f) All applicable provisions of valid agreements of the Association relating to the Common Elements.

- (g) Such rights as the Board may have under the Declaration to convey or lease all or any part of the Common Elements.
  - (h) All other easements, restrictions and rights to which the Property is subject.
- (i) The right of the Association to grant permits, licenses, and easements over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property, or the benefit of the Association.
- (j) Such easements and rights reserved or granted within the Declaration to Declarant and/or Builder.
- 8.3 <u>Subordination to Mortgage or Other Lien</u>. The rights and privileges provided in this Section shall be subordinate to any mortgage or other lien given by the Association for the purposes of acquiring, improving or maintaining the Common Elements.
- 8.4 Conveyance of Common Property by Declarant to Association. No Implied Rights. Upon final construction of Improvements in the Common Elements described in this Section, Declarant covenants to convey by quitclaim deed all of its right, title and interest in and to said Common Elements to the Association and all such right, title and interest in and to said items shall then be the property of the Association. As to any Common Facilities located entirely or partially on any one or more of the Lots, the Owners of such Lots shall have only nonexclusive easement rights to use such facilities as described in Section 8 of this Declaration. Declarant may transfer or convey to the Association at any time and from time to time any personal property and any interest in improved or unimproved real property. Such conveyance shall be deemed to be accepted by the Association upon delivery of any personal property or upon recordation of an instrument of conveyance of any interest in real property, and the property shall thereafter be Common Elements to be used and maintained by the Association for the benefit of its Members. The Association shall accept "as is" the conveyance of such property without any representation or warranty, express or implied, in fact or by law, with respect thereto, including, without limitation, representations or warranties of merchantability or fitness for the ordinary or any particular purpose, and without representations or warranties regarding future repairs or regarding the condition, construction, accuracy, completeness, design, adequacy of the size or capacity in relation to the utilization, or the future economic performance or operations of, or the material or furnishing which has been or will be used in such property or repairs. By acceptance of title to any Common Elements, the Association and all Owners release Declarant from any claims, and warrant that no claim shall be made by the Association or any Member or Owner relating to the condition, construction, design, capacity, operation, use accuracy, adequacy or completeness of such property or repairs or for incidental or consequential damages arising therefrom. So long as Declarant owns any property primarily for development and/or sale in the Subdivision or has the right unilaterally to annex Additional Property to the Declaration, Declarant may, upon written notice to the Association, require the Association to reconvey to Declarant all or any portion of the Common Elements,

improved or unimproved, at no charge to Declarant, without a vote of the Members of the Association, if all or any portion of the Common Elements are: (a) found by Declarant to have been conveyed in error; (b) needed by Declarant to make adjustments in property boundary lines; or (c) reasonably determined by Declarant to be needed by Declarant due to changes in the overall scheme of development for the Subdivision.

The Association hereby constitutes and appoints Declarant as its agent and attorney-in-fact to accept on behalf of the Association any such conveyance to the Association, to reconvey any such property on behalf of the Association and to execute on behalf of the Association any and all documents, including, without limitation, deeds, necessary or convenient to effectuate and document any such conveyance to or reconveyance from the Association. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to this Section and shall have no duty or obligation to convey any property or property rights to the Association regardless of whether any such property has been made available for the use of Owners. Declarant may reserve, by lease, license, easement or otherwise, such rights of use and enjoyment in and to all or any portion of the property so conveyed as Declarant may reasonably require so long as such reservation is not materially inconsistent with the overall scheme of development for the Subdivision. Neither a Recorded Plat nor the use by the Owners or maintenance by the Association of any property shall create any rights, easements or licenses, in the Association or the Owners, express or implied, unless and until any such property rights, easements or licenses are conveyed by the Declarant to the Association or the Owners, as the case may be, by an instrument recorded in the County, Ohio land records.

- 8.5 Conveyance or Lease of Common Elements. Upon authorization by the Board and the Class B Member, the Association may at any time convey or lease all or a part of the Common Elements to any public agency, authority, or utility or to any private entity, upon such terms and conditions as shall be agreed upon by the other party and Board, including, without limitation, terms and conditions providing for the use of such Common Elements by the public in general and terms and conditions pertaining to the maintenance and repair of such Common Elements and the assessments of Owners and/or Tenants for the costs of such maintenance and repair.
- 8.6 <u>Use of Common Elements by Declarant and Builder.</u> Declarant and Builder and their affiliates and associates shall have the same rights of use and enjoyment of the Common Elements as the Class A Members during the Development Period, and shall have the right to use the Common Elements for promotional, sales and similar purposes until all of the Dwelling Units have been sold. Declarant specifically reserves the right to use, or allow its affiliate Builder to use, part of the clubhouse or Recreational Facilities as a sales office during the Development Period.

#### 8.7 Easements.

(a) In the event that, by reason of the construction, settlement or shifting of any of the Dwelling Units or other Structures located on Lots or by reason of the partial or total destruction and rebuilding of the buildings, any part of the Common Elements presently

encroach or shall hereafter encroach upon any part of a Lot; or any part of a Dwelling Unit presently encroaches on or shall hereafter encroach upon any part of the Common Elements or any other Lot; or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Dwelling Unit presently encroach or shall hereafter encroach upon any part of any Dwelling Unit or Lot, valid easements for the maintenance of each encroachment and for the use of such adjoining space are hereby established. These easements shall exist during the term of this Declaration for the benefit of such Lot or Dwelling Unit and the Common Elements, as the case may be. However, in no event shall a valid easement for any encroachment be created in favor of any Owner if such encroachment occurred due to the willful conduct of said Owner.

- (b) The Association may hereafter grant easements for utility purposes for the benefit of the Property or other reasons, including but not limited to, the right to install, lay, use, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the Common Elements, and each Owner hereby grants the Association an irrevocable power of attorney to execute, acknowledge, deliver and record, for and in the name of such Owner, such instruments as may be necessary to effectuate the foregoing.
- (c) Declarant hereby reserves easements and the right to grant easements on, over and across certain Lots for open space, landscaping mounding and monument areas and for the installation, maintenance, use, repair and replacement of underground utilities, public utilities, water detention basins, storm sewer, sanitary sewer and surface water drainage easements, water mains, preservation areas and private drainage easements, and building setbacks, specifically as shown on the Record Plats now or hereinafter recorded for the Subdivision, and to cut and grade slopes in and along Lot boundaries at streets and drives built within the Property. The foregoing easements shall not be used for recreations purposes but are reserved for such aesthetic or utility purposes as indicated by the nature of the easement.
- (d) All easements and rights described in the Declaration are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on Declarant, its successors and assigns, and any Owner, purchaser, mortgagee and other party now or hereafter having an interest in the Property, or any part or portion thereof. After the Development Period, the Association shall be deemed to be the successor of Declarant and, as such, shall be deemed to be the grantee of said easements provided in this Section, and shall hold such easements for the use, benefit and enjoyment of all Lot Owners in the Subdivision. All notes on the Record Plat that are pertinent to the specific easements set forth herein are incorporated herein by reference.
- 8.8 <u>Landscape</u>, <u>Fencing and Signage Easement</u>. A non-exclusive and irrevocable easement is hereby created, for the benefit of the Association or its designees, on, over and across those Lots identified on any Record Plat, or other recorded instrument, as "Landscape Easement,"

"Signage Easement," or "Fencing Easement," or any combination thereof, for the sole purpose of installing, maintaining and replacing any and all landscaping, fencing, monuments, signage and other items as the Declarant may determine in its discretion located within the aforementioned easement areas.

During the Development Period, the easement area as depicted on the Record Plat for Lots 27-33 inclusive, as well as the Developer installed fencing thereon, shall be maintained by the Association. Subsequent to the Development Period, the Owner of each encumbered Lot will assume maintenance of the easement area for the portion that covers their respective Lot.

- 8.9 Common Private Driveway Easements. The Lots sharing a Common Private Driveway Easement shall be subject to and benefited by a perpetual non-exclusive easement for ingress and egress over the Common Private Driveway. The Owners of such Lots shall use the Common Private Driveway situated on the easements with due regard for the rights of any other Owner and its use of such driveway. No Owner shall use or permit the use of the driveway in a manner which impairs the right of way of any other Owner to its use, nor shall any Owner park or store vehicles or personal property on, or obstruct or encroach upon, or permit the use of, or permit the obstruction of or encroachment upon, the Common Private Driveway in any manner whatsoever without the concurrence of all Owners entitled to use the Common Private Driveway. The Owners using the Common Private Driveway shall share equally in the expense and costs of maintaining, improving and repairing the Common Private Driveway, except that any damage other than ordinary wear and tear caused by any Owner, or any party claiming through such Owner, whether by negligence or willful misconduct, shall be repaired at the expense of such Owner. The driveway shall be maintained in good order and repair and in a condition substantially similar to that of its original construction. Upon conveyance of a Lot, the grantor of such Lot shall be, as of the closing date for such conveyance, relieved of the obligation to share in the expense and cost of future maintenance and repair imposed hereby, and those obligations shall bind thereafter the grantee of said conveyance. The grantor shall, however, be obligated personally during and after his/her period of ownership for expenses and costs incurred for maintenance and repair during his/her period of ownership of the Lot. Maintenance expense of the Common Private Driveway shall also include snow plowing if a majority of Lot Owners served by a Common Private Driveway agree to incur expenses for snow plowing services. The obligations and responsibilities for the enforcement of the provisions contained within this Section shall fall upon the Lot Owners served and benefited by the Common Private Driveway and shall not be an obligation or responsibility of the Association. The obligation of an Owner of a Common Private Driveway to share in the cost and expense of maintaining a Common Private Driveway, is separate and distinct from the obligation of such Owner to pay other Assessments levied pursuant to this Declaration.
- 8.10 <u>Easements to Other Residents</u>. Declarant may designate that certain owners of real property outside of the Property and such other persons as Declarant may designate, shall have an easement of enjoyment in and over the Common Elements or specific Common Elements, and the facilities located thereon, to the same extent as any Owner, subject to the provisions of Section

8.2. Such individuals shall be subject to the Rules and Regulations of the Association concerning the use of said Common Elements but shall not be subject to Assessments by the Association. The Association may, if appropriate, and at the sole discretion of the Board of Directors, charge a fee to such individuals for the use of such Common Elements, including the Recreational Facilities.



### SECTION 9 MAINTENANCE

- 9.1 Association's Responsibility. The Association shall maintain and keep in good repair the Areas of Common Responsibility, such maintenance to be funded as hereinafter provided. The Areas of Common Responsibility shall include, but need not be limited to, entry landscaping, fencing, and signage easements; water retention/detention basins; Common Element utility easements, storm sewer and surface water drainage easements; preservation areas; all landscaping and other flora, Structures, and Improvements, including any private streets, situated upon the Common Elements; landscaped medians within public right-of-way throughout the Property; the Recreational Facilities; and such portions of any Additional Property included within the Areas of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, or by a contract or agreement for maintenance thereof by the Association. The Association may maintain other property which it does not own or share in the maintenance of Property it does not own, including, without limitation, property dedicated to the public or property owned by another homeowners' association, individual, or entity, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.
  - (a) There are hereby reserved to the Association blanket easements over the Property as necessary to enable the Association to fulfill responsibilities under this Section.
  - (b) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Areas of Common Responsibility shall be a Common Expense to be allocated among all Units as part of the Base Assessment, subject to the right of the Association to seek reimbursement from the Owner(s) of, or other persons responsible for, certain portions of the Areas of Common Responsibility pursuant to this Declaration, other recorded covenants, or agreements with the Owner(s) thereof; provided, however, in the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the Occupants, family, guests, lessees or invitees of an Owner, then the Association may perform such maintenance, repair or replacement and all costs thereof, not paid for by insurance, shall be assessed against the Lot of such Owner as a Specific Assessment. All maintenance by the Association shall be performed consistent with the Community-Wide Standard.
- 9.2 Owner's Responsibility. Each Owner shall maintain his or her Dwelling Unit and all Structures, and other Improvements comprising the Dwelling Unit. Owners of Dwelling Units adjacent to any roadway within the Property shall maintain driveways serving their respective Dwelling Units, whether lying within the Owner's Lot boundaries or not, and shall maintain and irrigate landscaping on that portion of the Common Element, if any, or right-of-way between the Dwelling Unit boundary and the back-of-curb of the adjacent street. All maintenance required by this Declaration shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants. In addition to any other enforcement rights available to the

Association, if any Owner fails properly to perform his or her maintenance responsibility, the Association may enter such Owner's property and perform the required maintenance. The costs and expense of such maintenance shall be charged to the Owner thereof as an Individual Assessment in accordance with Section 4.5; provided, however, when entry is required other than due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

9.3 <u>Professional Management Contracts</u>. The Association may delegate all or any portion of its authority, subject to the Board of Directors supervision, to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee on sixty (60) days or less written notice.

#### SECTION 10 COVENANT FOR STAGED DEVELOPMENT

- Staged Development. Declarant reserves the right at any time within the 10.1 Development Period to remove any portion of the Property, annexed to the Property by Declarant, from the scope of the Declaration or to make subject to or annex any portion of the Additional Property to this Declaration without the consent of the Members of the Association. However, Declarant is not bound to annex any of the Additional Property to this Declaration, and until such time as any of the Additional Property is annexed, the same shall not be subject to the provisions of this Declaration. Declarant shall have the right and power, but neither the duty nor the obligation, in its sole and unfettered discretion, to subject all or any part of the Additional Property to the provisions hereof at any time and from time to time by executing and recording with the Recorder of County, Ohio, an amendment to this Declaration or a supplemental specifying that Additional Property declaration such Such an amendment shall not require the joinder or signature of the Association, other Owners, mortgagees, or any other Person. In addition, such amendments to this Declaration or supplemental declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions as may be necessary or appropriate, as determined by Declarant, to reflect and address the different character or intended development of any such Additional Property.
- 10.2 <u>Total Dwelling Units</u>. The total number of Dwelling Units or Lots for the Property and the Additional Property shall not exceed the total number of Dwelling Units and Lots authorized by the zoning authority having jurisdiction over the development of the Property.
- 10.3 <u>Supplemental Declaration for Staged Development</u>. Owners of Lots subject to such amendment or supplemental declaration shall be Owners as defined by this Declaration.
- 10.4 <u>Declarant's Rights to Complete Development</u>. Declarant, its successors and assigns, shall have the right to post signs on its property incidental to the development, construction, promotion, marketing, sale and leasing of property within the Subdivision, and the

right of ingress and egress through the streets, paths and walkways located in Common Elements for any purpose whatsoever, including but not limited to, purpose related to the construction, maintenance and operation of Improvements on property within the Subdivision. Nothing contained herein shall limit the rights of Declarant or require Declarant to obtain approval to: (i) excavate, cut, fill or grade any property owned by it or to construct, alter, remodel, demolish or replace any Improvements on any Common Elements or any property owned by it as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (ii) require it to seek or obtain the approval of the Association or the ARC for any such activity or Improvement on any Common Elements or any property owned by it. Nothing contained herein shall limit or impair the reserved rights of Declarant as elsewhere provided in the Declaration.

#### SECTION 11 ENFORCEMENT

11.1 <u>Curing Defaults; Lien.</u> In the event of any Default with respect to any Lot under this Declaration, the Board shall give written notice to the Owner thereof, with a copy of such notice to each Tenant in Default and a copy to any first mortgagee of the Lot who has requested to receive such notices, setting forth with reasonable particularity the nature of such Default, and the specific action or actions required to remedy the Default. If the Owner or Tenant shall fail to take the specific action or actions within thirty (30) days after the mailing of the notice, the Board may, but shall not be required to exercise any of its rights hereunder. The Board may exercise, without notice, any of its rights hereunder with respect to any Default if it determines that an emergency exists requiring immediate action.

Costs incurred by the Association in exercising any of its rights with respect to any Lot shall be a binding personal obligation of the Owner thereof which shall be payable on demand. If the Owner fails to pay such costs within thirty (30) days after demand, the Association shall enter the amount of the obligation, the name of the Owner as it appears on its records and the description of the Lot in a lien record book to be maintained by the Board at its main office, together with the date of such entry. The Association shall have a prior lien on such Lot for such amount until paid and such lien shall have priority from the date of such entry over all other liens and encumbrances thereon whatsoever, excepting real estate taxes and assessments, liens of record as of the date of such entry and liens of the United States of America, the State of Ohio, and all other political subdivisions or governmental instrumentalities of the State of Ohio to the extent made superior by applicable law, all bona fide recorded first mortgages and the lien of any first mortgagee who comes into possession of a Lot pursuant to mortgage foreclosure or by deed in lieu thereof. The lien provided in this Section shall be recordable and shall be enforceable as provided in Section 4 hereof.

11.2 <u>Remedies</u>. Nothing contained in this Section shall be deemed to affect or limit the rights of Declarant, Builder, the Association, any Owner, Occupant, or their legal representatives, heirs, devisees, successors or assigns, by appropriate judicial proceedings, to enforce the restrictions, or recover damages for any Default. It is hereby declared that irreparable harm will result to beneficiaries of this Declaration by reason of a Default, and, therefore, each beneficiary

shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration, as well as any other relief available at law or in equity.

- 11.3 <u>Right and Easement of Entry</u>. The Association, through its authorized officers, employees, and agents, shall have the right and easement to enter upon any Lot at all reasonable times and to do anything thereon necessary to perform the action or actions specified in the notice to the Owner to abate, remedy, extinguish, remove or repair a Default, without the Association or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of each entry or such action or actions as are carried out in accordance with the provisions of this Section, provided that no summary abatement or similar procedure may be utilized through non-judicial means to alter or demolish items of construction.
- 11.4 <u>No Waiver</u>. The failure of Declarant, Builder, the Association, any Owner, Tenant, or their legal representatives, heirs, devisees, successors or assigns, in any one or more instances, to insist upon compliance with any of the Restrictions, or to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such or any similar restriction, right or privilege, including the right to cure Default, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.
- 11.5 <u>Rules and Regulations</u>. The Board may adopt and enforce, and from time to time amend, reasonable rules and regulations regarding the administration, interpretation and enforcement of the Restrictions (the "Rules and Regulations"). Each such rule and regulation shall be consistent with and designed to further the purposes outlined in this Declaration.

#### SECTION 12 REAL ESTATE TAXES AND ASSESSMENTS

- 12.1 <u>Real Estate Taxes</u>. The Owner of a Lot shall be responsible for and shall pay all taxes and assessments, general and special, levied or imposed upon the Lot and its Improvements.
- 12.2 <u>Common Elements</u>. Taxes and assessments, general and special, charged against the Common Elements which are owned in fee simple by the Association shall be deemed a Common Expense. Assessments charged against the Subdivision shall be paid by the Owners as set forth in Section 4 hereof.

#### SECTION 13 INSURANCE

13.1 Fire, Extended Coverage and Standard "All Risks" Insurance. The Association shall insure all buildings which are part of the Recreation Facilities and any other Common Elements, and may maintain insurance for all other Structures and Improvements now or hereinafter constructed on the Common Elements against any loss or damage by such hazards as are ordinarily insured by a comprehensive, extended coverage and "all-risks" policies issued in the amounts at all times sufficient to prevent the Association from becoming co-insurers under the terms of any

applicable coinsurance clause or provision and in no event less than the actual replacement cost of such Improvements, as determined from time to time by the insurer.

Any such insurance shall be obtained from a fire and casualty insurance company authorized to write such insurance in the State of Ohio which has a general policy holder rating of no less than A, as determined by the then latest edition of the Best's Insurance Reports or its successor guide, and shall be written in the name of the Association for the use and benefit of the Lot Owners and their mortgagees as their interests may appear. The Board of Directors and/or its authorized representatives shall have the exclusive right to negotiate and adjust all loss claims. Unless the Board of Directors determines otherwise, all such insurance shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers or Directors, and all Lot Owners and occupants.

- 13.2 <u>Use of Fire Insurance Proceeds</u>. Unless at least sixty-seven percent (67%) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than Declarant or Builder) of the individual lots have given their prior written approval, the Association shall not be entitled to use hazard insurance proceeds for losses to the Common Elements for other than the repair, replacement, improvement or reconstruction of such Common Elements.
- 13.3 <u>Liability Insurance</u>. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all Common Elements, and other areas for which the Association is responsible, and insuring the Association, the Directors, and the Lot Owners and members of their respective families, tenants and occupants, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injury and/or property. This insurance shall include protection against liability for risks arising out of the maintenance of the Areas of Common Responsibility and such other risks as are customarily covered with respect to developments similar in construction, location and use, as determined by the Board. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim for a Lot Owner, tenant or occupant because of negligent acts of the Association, the Board, or other Lot Owners, tenants, or occupants.
- 13.4 Other Insurance. In addition, the Board may purchase and maintain contractual liability insurance, directors and officers ("D&O") liability insurance, and such other insurance as the Board may deem desirable from time to time.
- 13.5 <u>Insufficient Insurance</u>. In the event the improvements forming a part of the Common Elements or any other area for which the Association is responsible, or any portion thereof, shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, the Association shall advance such costs in excess of available insurance proceeds. The amount so advanced by the Association shall become a Special Assessment against all of the Lots, and such Assessments shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of

Assessments. The action required to be taken by the Association under this Section shall not require any vote of the Members of the Association.

- Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall (i) during any period in which construction activity is underway on any Lot, carry or cause its Builder to carry builder's risk insurance for the full value of any improvements and other liabilities associated with the ongoing construction activity on the Lot, and (ii) at all other times, carry blanket all-risk casualty insurance on the Lot(s) and any Dwelling and/or other structures constructed thereon. The Board may require all Owners to furnish copies or certificates thereof to the Association. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of any Dwelling or other structure, the Owner shall proceed promptly to repair or to reconstruct the damaged parts of the Dwelling or other structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Section 5 of this Declaration and all applicable zoning, building and other governmental regulations. The Owner shall pay any costs of repair or reconstruction, which are not covered by insurance proceeds. In the event that the Dwelling or other structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Lot in a neat, safe, and attractive condition consistent with the Community-Wide Standard.
- 13.7 <u>Fidelity Bonds</u>. The Board may obtain as a Common Expense to the Association fidelity bond coverage with respect to any person who either handles or is responsible for funds held or administered by the Association, in an amount no less than the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force; provided, however, the fidelity bond coverage must at least equal the sum of three months' Assessments on all Dwelling Units on the Property, plus the Association's reserve funds. A management agent handling funds for the Association shall also be covered by its own fidelity bond, naming the Association as an additional obligee, at the sole cost of said agent.

## SECTION 14 RIGHT TO CURE, MEDIATION AND ARBITRATION OF ALLEGED DEFECTS

In order to provide an efficient procedure for resolving certain types of claims, as defined in this Section, the Association and all Owners shall be subject to the dispute resolution procedure set forth in this Section, notwithstanding that other procedures, including those set forth in "Right to Repair" or similar law, may be otherwise applicable.

The Association and/or any Owner must provide Declarant with notice and reasonable opportunity to cure any claim by the Association or Owner arising out of or in any way relating to alleged defects by Declarant in developing the Property or for any other claim. If the claim is not resolved to the Association's and/or any Owner's reasonable satisfaction, any such claim, shall be

settled by mediation. If within sixty (60) days after service by the Association and/or Owner upon Declarant of a written demand for mediation, the mediation does not result in complete settlement of the dispute, then any unresolved claim shall be settled by binding arbitration. Judgment on any arbitration award rendered may be entered in any court having jurisdiction thereof and shall be binding and conclusive as to all parties and no appeal may be taken by any party.

# SECTION 15 <u>DURATION AMENDMENT AND TERMINATION</u>

- 15.1 <u>Duration</u>. This Declaration and all amendments and supplements thereto, and the Restrictions shall be covenants running with the land and shall bind the Property and every part thereof, and shall (regardless of whether any such beneficiary owns an interest in any lot) inure to the benefit of and be enforceable by, the Board and each Owner and tenant and their legal representatives, heirs, devisees, successors and assigns, and shall continue in full force and effect for thirty (30) years from the date on which this declaration is recorded in the County, Ohio Recorder's office. Thereafter the restrictions shall be automatically renewed for successive ten (10) year periods unless amended or terminated as provided in this Section.
- 15.2 <u>Amendment or Termination</u>. Other than the manners described below, prior to the end of the Development Period, any provision of this Declaration may be amended, in whole or in part, or terminated, by a recorded instrument approved by the Declarant and Owners of at least sixty-seven percent (67%) of all Lots located in the Property. After the end of the Development Period, any provision of this Declaration may be amended in whole or in part or terminated by a recorded instrument approved by the Owners of at least sixty-seven percent (67%) of all Lots located in the Property.

The President of the Board shall determine whether the persons who have approved of any amendments or termination of this Declaration constitute Owners of at least sixty-seven percent (67%) of all Lots. Promptly after the approval of any amendment or termination of any part of this Declaration, the President of the Board shall cause to be recorded the written instrument of amendment or termination executed in properly recordable form by the President of the Association and, if during the Development Period, Declarant and the certificate of the President of the Association that the Owners of at least sixty-seven percent (67%) of all Lots have approved such instrument.

The Board shall maintain such copies filed with it by the President as a permanent record and shall make copies thereof available to any Owner at a reasonable cost.

Notwithstanding anything above to the contrary, this Declaration may be amended at any time during the Development Period without the vote of Owners by a written instrument executed by Declarant for any purpose whatsoever; provided, however, that no such amendment shall materially affect any Owner's interest in the Association or right, if any, to use the Common Elements. Each Owner and his or her mortgagees, by acceptance of a deed to a Lot or a mortgage

encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this paragraph.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. No amendment or removal from the Declaration may be made to Section 10, Covenant for Staged Development.

#### SECTION 16 MISCELLANEOUS

- 16.1 <u>No Reverter</u>. No covenant, condition, restriction or reservation or easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.
- Board pursuant to the provisions of this Declaration shall be deemed given when delivered personally or mailed by United States Registered or Certified Mail, return receipt requested, postage paid, or delivered in person, including delivery by Federal Express or other reputable commercial courier service, addressed to his or her last address as it appears on the records of the Association. Notices provided for in this Declaration or the Articles or Code of Regulations shall be in writing, and shall be addressed to an Owner at the address of the Lot and to the Declarant and to the Association at the address of their respective registered agent on file with the Secretary of State of the State of Ohio. Any Owner may designate a different address for notices to such Owner by giving written notice to the Association. Owners shall keep the Association advised of their current address and phone numbers where they can be reached. The time period in which a response to any such notice must be given or any action taken with respect thereto, shall commence to run from the date of personal delivery or date of receipt shown on the return receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice sent.
- 16.3 Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might be. Neither the Association, the Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Property, nor be held liable for loss or damage to property, nor be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and occupants of any Lot, tenants, guests and invitees of any Owner, as applicable, acknowledge that the Association, its Board and committees, Declarant, or any successor Declarant are not insurers and that each Owner and occupant of any Lot and each tenant, guest and invitee of any Owner assumes all risk for loss or damage to persons, to Lots and Dwellings and to the contents of Lots and Dwellings and further acknowledges that the Association, its Board and Committees, Declarant,

or any successor Developer have made no representation or warranties nor has any Owner, occupant, tenant, guest, or invitee relied upon any representations or warranties expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire and/or burglar alarm systems or other security systems recommended or installed or any security measures undertaken within the Property.

- 16.4 <u>Construction</u>. The Board shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.
- 16.5 <u>Invalidity</u>. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.
- 16.6 <u>Headings</u>. The headings of the Sections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.
- 16.7 <u>Gender</u>. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular the plural, and vice versa.
- 16.8 <u>Conflict</u>. If there are conflicts or inconsistencies between the provisions of the laws of the State of Ohio, the Articles of Incorporation, this Declaration, the Code of Regulations, Architectural Guidelines and the Rules and Regulations, it shall be agreed that the provisions of the laws of the State of Ohio, this Declaration, the Articles of Incorporation, the Code of Regulations, the Architectural Guidelines and the Rules and Regulations (in that order) shall prevail.
- 16.9 Covenants Running with Land. This Declaration and all amendments hereto shall be, and shall be construed as, covenants running with the land, shall be binding upon Declarant, Builder, any mortgagee, the Association, its Members, each Owner, each Occupant and all claiming under each Owner or Occupant, and shall (regardless of whether or not any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by (i) Declarant, (ii) Builder, (iii) the Association, and (iv) each Owner and all claiming under each Owner.
- 16.10 <u>Availability of Documents</u>. The Association shall make available to Members, Owners, and lenders, and to holders, insurers, or guarantors of any first mortgage, current copies of the Declaration, rules and regulations, if any, and other rules concerning the Property. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. The Association may charge a reasonable fee to cover the cost of copies.

- 16.11 <u>Right of Entry</u>. The Association shall have a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance or operation of the Property.
- 16.12 <u>Condemnation</u>. In the event any Lot or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the net proceeds of any award or settlement shall be the property of the Owner and the holder of the first mortgage, to the extent of their respective interests. Each Owner shall give the holder of a first mortgage on the Owner's Lot timely written notice of such proceeding or proposed acquisition.

In the event the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceedings or other sought to be acquired by a condemning authority, the proceeds of any award or settlement shall be distributed to the Association for the common benefit of the Owners and their mortgagees, as their interests appear.

IN WITNESS WHEREOF Decla	arant has caused this Declaration of Covenants,
Conditions and Restrictions and Reservation	
be executed by its duly authorized officer as	
	GRAND COMMUNITIES, LLC a Kentucky limited liability company
	By: Todd E. Huss, President
COMMONWEALTH OF KENTUCKY	) : SS
COUNTY OF BOONE	)
The foregoing was acknowledged b 2020, by Todd E. Huss, as President of Gracompany, on behalf of the company.	efore me this day of, and Communities, LLC, a Kentucky limited liability
	Notary Public
This instrument prepared by:	
Matthew Bernholc, Esq.	
Attorney at Law	
Fischer Homes	

3940 Olympic Blvd., Suite 400 Erlanger, Kentucky 41018 859-341-4709



#### **CONSENT AND ACKNOWLEDGEMENT**

The undersigned Fischer Single Family Homes IV, LLC, a Kentucky limited liability
company ("Fischer") may have an interest in the real estate as described in attached Exhibit "A"
("Lots"). Fischer hereby consents to the execution and delivery of the foregoing Declaration of
Covenants, Conditions and Restrictions, and Reservation of Easements for
(the "Declaration") and to the filing thereof in the
County, Ohio Recorder's office. Prior to recording the Declaration, fee
simple title to the Lots as described herein may have been transferred by Grand Communities,
LLC to Fischer. Fischer hereby agrees that the covenants, conditions and restrictions contained in
the Declaration shall run with the land and bind Fischer and each immediate and remote successor
owner of the lots and their respective legal representatives, heirs, successors and assigns, and
further agrees that the Deeds shall be subject and subordinate to the Declaration as if the
Declaration had been recorded prior in time to the Deeds.
In witness whereof, Fischer Single Family Homes IV, LLC, a Kentucky limited liability
company, hereby executes this Consent and Acknowledgement as of this day of
, 2020.
Fischer Single Family Homes IV, LLC
By:
J. Paul Allen, Secretary
COMMONWEALTH OF KENTUCKY )
) ss:
COUNTY OF BOONE )
The foregoing instrument was acknowledged before me this day of,
2020 by J. Paul Allen, Secretary of Fischer Single Family Homes IV, LLC, a Kentucky limited
liability company.
Notary Public

### EXHIBIT A

### **IINSERT LEGAL DESCRIPTION HERE**



#### EXHIBIT B

# CODE OF REGULATIONS OF HOMEOWNERS' ASSOCIATION, INC.

### ARTICLE 1. NAME AND LOCATION

The name of the corporation is \_\_\_\_\_\_ Homeowners' Association, Inc., hereinafter referred to as the Association. The principal office of the Association shall be located at 3940 Olympic Boulevard, Suite 400, Erlanger, KY 41018, but meetings of Members of the Association and Board of Directors may be held at such places as may be designated by the Board of Directors.

### ARTICLE 2. DEFINITIONS

	Each of t	he term	is used	d herein sh	all have the	same n	neaning as set	forth i	in the Decla	aration
of	Covenants,	Cond	ditions	s and I	Restrictions	and	Reservation	of	Easements	s for
				Homeown	ers' Assoc	iation I	nc. ("Declara	tion")	made by	Grand
Cor	nmunities,	LLC,	a	Kentucky	limited	liability	y company	("De	eclarant")	dated
		,	and o	f record at	the		C	ounty,	Ohio Reco	order's
Off	ice. The Decl	laration	may	be, from tin	me to time,	amende	ed or suppleme	ented.		

### ARTICLE 3. MEETING OF MEMBERS

- 3.1 <u>Annual Meetings</u>. The first Annual Meeting of the Members shall be held within five (5) years from the date of incorporation of the Association, on such date as the initial Board shall determine. Each subsequent Annual Meeting of the Members shall be held in the State of Ohio, upon proper notice, at a date, time and place as may be reasonably set by the Board of Directors (hereinafter referred to as "Board" or "Director"). Each Annual Meeting shall be open to all Members.
- 3.2 <u>Special Meetings</u>. Special meetings of the Members may be called at any time by the President or by the Board. Special meetings shall be called by the President upon written request, delivered to the President in person or by certified mail, of Members having at least one-third (1/3) of the voting power of all Members. Upon receipt of this request, the President shall immediately cause written notice to be given of the special meeting to be held on a date not less than ten (10) nor more than thirty-five (35) days after receipt of this request. If written notice is not given to the Members within ten (10) days after the delivery of the request, the Members making the request may call the special meeting and give written notice of it.

- 3.3 <u>Notice of Meetings</u>. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days, but no more than thirty-five (35) days before such meeting to each Member entitled to vote thereat. The notice shall be addressed to the Member's address last appearing on the books of the Association, or, supplied by such Member to the Association for the purpose of notice. Such notice shall specify the date, time and place of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notice of the date, time and place, and purpose(s) of any meeting of Members may be waived by any Member, before or after the meeting, by a writing filed with the records of the Association. The attendance of any Member at any meeting without protesting, before or at the beginning of the meeting, the lack of proper notice, shall be deemed a waiver by the Member of notice of the meeting.
- 3.4 Quorum; Adjournment. Except as may be otherwise provided by law, the Articles of Incorporation, these Code of Regulations or the Declaration, quorum for a meeting shall constitute (i) the members who are present and in good standing; and (ii) proxies in hand at the time of the commencement of a vote.
- 3.5 <u>Proxies</u>. At all meetings of Members, each Member may vote in person or by proxy. The person designated a proxy need not be a Lot Owner. All proxies shall be in writing and filed with the Secretary at least twenty-four (24) hours prior to the meeting, except that the Board may waive this time requirement for a particular meeting if the waiver would not delay the meeting and would otherwise be fair and reasonable. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his/her Lot, except as otherwise provided in the Declaration or the Articles of Incorporation. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering a Lot, the presentation to the Board of Directors of a copy of the mortgage containing the proxy designation shall be notice of that designation, and, if the mortgage so states, of the irrevocability of that designation. A proxy shall be void if it is not dated or purported to be revocable without notice.
- 3.6 <u>Voting by Mail by Association Members.</u> Any Association Member may cast his/her written vote by mail on any proposal voted upon at any meeting of the Members of the Association by sending such written vote to the Secretary of the Association within the period seven (7) days before the date of the meeting. Such written votes shall be filed with the records of the Association and, in no event, shall any action be taken or approved by the Association with the approval of any less than the percentage of voting power required by the provisions of the Declaration or without the consent of any party that is required by any of said provisions. Members who have voted by mail shall not be counted in determining whether the quorum has been met at a meeting of the Members.
- 3.7 <u>Members</u>. Every Lot Owner shall be a Member of the Association, and such membership shall be appurtenant to and may not be separated from ownership of any Lot. During the Development Period (as defined in the Declaration), the Association shall have Class A Members (being all Owners except Declarant) and a Class B Member (Declarant). At such time as the Class B Membership shall terminate, the Declarant, if it is then a Lot Owner, shall become a Class A Member and continue as such so long as it shall remain a Lot Owner. Class B Membership shall terminate upon the expiration of the Development Period.

3.8 Voting. Each Class A Member shall be entitled to one (1) vote for each Lot owned by such Class A Member; provided that any Class A Member with respect to whom a notice of Default has been issued by the Board pursuant to the Declaration, or who has had his/her right or privilege of use and enjoyment of the Common Elements suspended pursuant to the Declaration, shall not be entitled to vote during any period in which any such Default or suspension continues; and further provided that if a Lot shall be owned by more than one (1) Lot Owner, such Lots Owners shall be deemed to constitute a single Class A Member as to such Lot for purposes of this Section. The Class B Member shall have seven (7) votes for each Lot in which the Declarant holds the interest otherwise required for Class A Membership multiplied by the number of Dwelling Units located or proposed by the Declarant to be located on such Lot, provided, however, that each Class B Membership shall terminate upon the expiration of the Development Period. At such time as Class B Membership shall terminate, the Declarant which, for any Lot, holds an interest therein otherwise required for Class A Membership, shall be deemed a Class A Member with reference to such Lot or Lots and entitled to the voting and all other rights of such Class A Member.

Unless otherwise expressly set forth by law, the Declaration, the Articles of Incorporation or these Code of Regulations, the affirmative vote of fifty-one percent (51%) of the voting power of the Members voting on any matter at a meeting of Members shall be sufficient to determine that matter, provided that any quorum requirement is met at the time of completion of that vote.

- 3.9 Order of Business. The order of business at all meetings of Members shall be as follows: (1) calling of meeting to order; (2) roll call, determination of whether there is a quorum; (3) proof of notice of meeting or waiver of notice; (4) reading of minutes of preceding meeting; (5) reports of Officers; (6) reports of committees; (7) election of the Board of Directors (when appropriate); (8) unfinished and/or old business; (9) new business; (10) adjournment.
- 3.10 Action by Association Members Without a Meeting. Any action which may be authorized or taken at a meeting of the Members may be authorized or taken without a meeting in a writing or writings signed by all Members in good standing which writing or writings shall be filed with the records of the Association. Written notice of any action proposed to be taken by such written consent of Members shall be sent to all parties who are entitled to notices under the Declaration not less than ten (10) days prior to commencing the circulation of the action for written consent among the Members.

# ARTICLE 4. BOARD OF DIRECTORS-SECTION-TERM OF OFFICE

4.1 <u>Number and Term of Office</u>. Until the expiration of the Development Period, the initial Board shall consist of three (3) persons appointed by the Class B Member who shall serve until their respective successors are elected and qualified. Directors appointed by the Declarant need not be Members of the Association. However, a Director elected by Class A Members shall be a Lot Owner or a spouse of a Lot Owner, except that if a Lot Owner is a corporation, partnership, joint venturer, or other entity, the Lot Owner may elect as a Director an officer, partner, joint venturer, or like individual affiliated with this Lot Owner.

Within ninety (90) days after the expiration of the Development Period, the President of the Association shall call a special membership meeting ("Development Period Special Meeting"). At the Development Period Special Meeting, all Declarant appointed Directors shall be deemed removed from office, and the Class A Members, including the Declarant if it is then an Owner, shall elect a Director to fill each vacancy on the Board. The terms of said elected Directors for the initial Class A Member elected board shall be from one (1) to two (2) years, so that any year thereafter, at least one (1) term shall expire. The two Directors with the most votes shall be the Directors who shall serve a two (2) year term. The remaining Director shall serve a one (1) year term. Subsequent to the Development Period Special Meeting, all Directors, and their successors, shall be elected by Class A Members and shall be elected for a two (2) year term. Furthermore, at any Annual Meeting subsequent to the Development Period Special Meeting, the Board may elect to expand the number of Directors to five (5) but in no event shall the number of Directors be less than three (3).

Notwithstanding anything above to the contrary, the Class B Member may, by written notice to the Board, at or before any Annual Meeting, relinquish to the Class A Members, the Class B Member's right to elect one or more Directors at such Annual Meeting pursuant to this Section.

4.2 <u>Resignation; Removal, Vacancies</u>. A Director may resign at any time by giving written notice to the Board, the President or the Secretary. The resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.

A Director appointed by Declarant may be removed by Declarant at any time, with or without cause. An elected Director whose removal has been proposed by a Lot Owner shall be given an opportunity to speak at an annual or special meeting of the Members, after which that Director may be removed, with or without cause, by a majority vote of the Members voting at a meeting of the Members.

If a vacancy is created because of resignation, removal, or death, a successor shall be appointed or elected to serve for the unexpired term of the departed Director. Declarant shall appoint a successor for any appointed Director, and the Members shall elect a successor for any elected Director using the procedure set forth in this Section, at any Annual Meeting of the Members or at any special meeting of the Members called for the purpose of filling this vacancy.

4.3 <u>Compensation</u>. No Director shall receive compensation for any service he or she may render to the Association, however, any Director shall be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

### ARTICLE 5. NOMINATION AND ELECTION OF DIRECTORS

- 5.1 <u>Nomination</u>. Nominations may also be made from the floor at the Annual Meeting of the Members. Nomination for election to the Board may be made by a Nominating Committee appointed by the Board. If created, the Nominating Committee shall consist of three (3) persons who may or may not be Members of the Board or Association. The Nominating Committee, if formed, shall be appointed at least thirty (30) days prior to the Annual Meeting of the Members, to serve from appointment until the close of such Annual Meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Notwithstanding the foregoing, as long as Declarant has the right to appoint all Directors, Declarant also has the right to nominate all Directors.
- 5.2 <u>Election</u>. Elections to the Board shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Code of Regulations. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE 6. MEETINGS OF DIRECTORS

- 6.1 <u>Annual Organizational Board Meeting</u>. The Annual Organizational Board Meeting shall take place immediately after each Annual Meeting of the Members, at the time and place fixed from time to time by the Board.
- 6.2 <u>Regular Meeting</u>. Unless waived by the Board regular meetings of the Board shall be held no less than quarterly, on the date and at the time and place fixed from time to time by the Board.
- 6.3 <u>Special Meetings</u>. Special meetings of the Board shall be held when called by the President of the Association, or by a majority of Directors.
- 6.4 <u>Notice of Meetings; Attendance by Members.</u> Notice of the date, time, and place of organizational, regular, and special meetings of the Board shall be given to each Director by personal delivery, mail, electronic mail, facsimile, or telephone at least three (3) days before the meeting. The notice need not specify the purposes(s) of the any meeting. Notice of the date, time and place of any meeting may be waived by a Director, before or after the meeting, by a writing filed with or entered upon the records of the meeting. Attendance of a Director at any meeting without protesting, before or at the beginning of the meeting, the lack of proper notice shall be deemed a waiver by the Director of notice of the meeting.

No notice need be given to Non-Director Members of organizational, regular, or special meetings of the Board. A Non-Director Member may not attend a Board meeting or may not

participate in any such meeting unless given permission to do so by the President of the Board. A Non-Director Member may not vote at a meeting of the Board.

- 6.5 <u>Waiver of Notice</u>. Any requirement of notice to a Director provided under this Article may be waived by the Director entitled thereto by written waiver of such notice signed by the Director and filed with the Secretary of the Association. Attendance at a meeting is considered waiver of notice.
- 6.6 Quorum; Adjournment. A simple majority of the Directors then in office shall constitute a quorum for any meeting, provided that the quorum requirement must be met at the time of completion of a vote on any matter for that vote to be valid. Whether or not a quorum is present, a majority of the Directors present at a meeting may adjourn that meeting. Notice of the adjournment need not be given if the time and place to which the meeting is adjourned are fixed and announced at the meeting.
- 6.7 <u>Voting Power</u>. At any meeting of the Directors at which a quorum is present, all matters shall be determined by a majority vote of those voting on the matter, except as may be otherwise expressly provided in the Declaration and these Code of Regulations. The President may cast an additional vote to break a tie vote on any matter.
- 6.8 <u>Action Taken Without a Meeting</u>. Any action which may be taken at a meeting of the Board may be taken without a meeting in a writing or writings which may include electronic approval signed by all the Directors, which writing(s) shall be filed with the records of the Board. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## ARTICLE 7. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

- 7.1 <u>Powers</u>. The Board shall exercise all powers and authority, under law, and under the provisions of the Declaration, that are not specifically and exclusively reserved to the Members by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:
  - (a) Adopt and publish Rules and Regulations (as hereinafter defined) governing the use of the Common Elements and the personal conduct of the Members, occupants and their guests thereon, and to establish penalties for the infraction thereof;
  - (b) Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
  - (c) Obtain insurance coverage not less than that required pursuant to the Declaration;
  - (d) Enforce the covenants, conditions and restrictions set forth in the Declaration;

- (e) Repair, maintain, and improve the Common Elements;
- (f) Mortgage the Common elements thereof by borrowing money for the purposes of constructing, equipping, improving and maintaining the Common Elements, notwithstanding the foregoing, the approval of sixty-seven percent (67%) of the Class A Members is require\ed and, during the Development Period, the approval of the Class B Member is also required;
- (g) Execute any loan agreement and/or promissory note for the benefit of Declarant, Builder (as defined in the Declaration) and/or Affiliated Entity (as defined in the Declaration), as the case may be, the form of which shall comply with the terms and conditions set forth in **Exhibit C** attached to the Declaration, which shall evidence any loan of funds made to the Association to fund a deficit;
- (h) Authorize the repayment to the Declarant, Builder and/or Affiliated Entity, as the case may be, of any or all monies lent by such entity to the Association in accordance with Section 4.10 of the Declaration in funding any deficit;
- (i) Suspend the voting rights of a Member during any period in which such Member shall be in Default in the payment of any Assessment levied by the Association, as more fully provided in the Declaration;
- (j) Employ a manager, an independent contractor and/or such other employees as it deems necessary, and to prescribe their duties; and
- (k) Exercise for the Association all powers, duties and authority vested in or delegated to the Association by provisions of these Code of Regulations, the Articles of Incorporation, or the Declaration not specifically reserved thereby to others, including any powers necessary or convenient to carry out its duties and authority. The powers of the Board shall be construed to be as broad as possible.
- 7.2 Duties. It shall be the duty of the Board of Directors to:
- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any special meeting when such statement is requested in writing by Members representing one-third (1/3) of each class of Members who are entitled to vote;
- (b) Supervise all Officers, agents and employees of the Association, and to see that their duties are properly performed, with the Board having full power to hire and fire;
  - (c) As more fully provided in the Declaration, to:
    - (i) Establish, enforce, levy and collect Assessments as provided in the Declaration;

- (ii) Give written notice of each Assessment to every Member subject thereto within the time limits set forth therein;
- (iii) Foreclose the lien against any property for which Assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Member(s) personally obligated to pay the same, or both;
- (iv) Pay the Association's Common Expenses through the Assessments and/or the borrowing of funds as provided in the Declaration;
- (d) Issue, or to cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;
- (f) Cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
  - (g) Cause the restrictions created by the Declaration to be enforced; and
- (h) Take all actions deemed necessary or desirable to comply with all requirements of law and the Declaration.
- 7.3 <u>Professional Management Contracts</u>. The Association may delegate all or any portion of its authority, subject to the Board of Directors supervision, to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee on sixty (60) days or less written notice.
- 7.4 <u>Rules and Regulations</u>. The Board may adopt and amend rules and regulations (hereinafter, "Rules and Regulations") for the maintenance, use, conservation, and beautification of the Property and for the health, comfort, safety, and general welfare of Members and their families, tenants, and invitees. The Board, or any committee created by the Board, may impose fines on a Member who violates, or whose family members, tenants or invitees violate the Rules and Regulations. The Board may establish a schedule of fines for particular violations of the Rules and Regulations to be paid by any Member who violates such Rules and Regulations. Any fines assessed by the Board shall be due and payable on the date the next installment of any Assessment is due. In the event that a Member shall fail to pay when due any fines assessed by the Board under this Section, then the amount of the assessed fines, in addition to any and all expenses incurred by the Board in enforcing this Section, including reasonable attorneys' fees to the extent

permitted by Ohio law, may be levied as a Special Assessment against the Lot Owner in question and his or her Lot. The levying of a fine against a defaulting or delinquent Member shall not operate as a waiver of any other rights that the Board may have against such Member pursuant to the Declaration or these Code of Regulations. In the event such Rules and Regulations shall conflict with any provisions of the Declaration or these Code of Regulations, the provisions of the Declaration and of these Code of Regulations shall govern.

7.5 <u>Annual Review</u>. The Board may arrange for a certified public accountant to perform a review the Association's books. Upon written request, the Board shall provide a first mortgagee with a copy of any annual review report.

### ARTICLE 8. OFFICERS AND THEIR DUTIES

- 8.1 <u>Enumeration of Officers</u>. The Association may have a President, Vice-President, Secretary and Treasurer. The Board may create other offices from time to time. The President, Vice-President, Secretary and Treasurer shall be Members, or representatives of the Declarant or Builder.
- 8.2 <u>Election of Officers</u>. Prior to the Development Period Special Meeting, the Officers of the Association will be elected by the Board of Directors at the Annual Organizational Board Meetings. Thereafter, the Officers of the Association will be elected by the Board of Directors promptly after the Development Period Special Meeting and at each Annual Organizational Board Meeting and the persons so elected shall take office immediately upon election.
- 8.3 <u>Term.</u> The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year and until a successor is elected, unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.
- 8.4 <u>Special Appointments</u>. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.
- 8.5 <u>Resignation and Removal</u>. The Board may remove any Officer at any time, with or without cause, by a majority vote of the Directors. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- 8.6 <u>Vacancies</u>. A vacancy in any office may be filled by appointment of the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he or she replaces.
- 8.7 <u>Multiple Offices</u>. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.4 of these Code of Regulations, or except

by resolution of seventy-five (75%) percent of the Board of Directors. No Officer shall execute an instrument in more than one capacity if the signatures of two or more Officers are required by law, the Articles of Incorporation, the Declaration or these Code of Regulations.

#### 8.8 Duties. The duties of the Officers are as follows:

- (a) <u>President</u>. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members and all meetings of the Board and shall see that orders and resolutions of the Board are carried out. The President may sign all legal instruments authorized by and on behalf of the Association.
- (b) <u>Vice-President</u>. The Vice-President shall act in the place of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- (c) <u>Secretary</u>. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the names and addresses of Members; give each Member a copy of any Rules and Regulations or amendments thereto; and shall perform such other duties as required by the Board.
- (d) <u>Treasurer</u>. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; keep proper books of accounts, specifying the receipts and expenses, together with records showing the allocation, distribution, and collection of the common profits, losses, and expenses among and from the Members; and shall prepare an annual budget and annual statement of income and expenditures to be presented to the Members at the Annual Meeting, with a copy to be mailed or delivered to each Member.
- (e) <u>Reliance on Professional Advice</u>. As long as the Directors and the Officers are acting in good faith, the Directors and Officers may rely upon the advice of professionals hired or retained to advise the Association. It is understood that the Directors and Officers will be unpaid volunteers.

## ARTICLE 9. COMMITTEES

The Board may appoint and disband such committees as it chooses.

### ARTICLE 10. INDEMNIFICATION PROVISIONS

In addition to any other right or remedy to which the persons hereinafter described may be entitled, under the Articles of Incorporation, Code of Regulations, Declaration, any other agreement, or by vote of the Members or otherwise, the Association shall indemnify any Director

or Officer of the Association or former Director or Officer of the Association, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a Director or Officer of the Association, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except as to matters as to which the Director or Officer shall be finally adjudged in this action, suit or proceeding to be liable for willful misconduct or bad faith. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plead of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Board may purchase insurance in the amount it deems appropriate to provide this indemnification, and the cost of this insurance shall be a Common Expense. In the event of a settlement, indemnification shall be provided only in connection with those matters covered by the settlement as to which the Association is advised by counsel that the Director or Officer has not been guilty of willful misconduct or bad faith as a Director or Officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which a Director or Officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as Common Expenses. Nothing in this Section shall be deemed to obligate the Association to indemnify any Member, who is or who has been a Director or Officer, with respect to any duties or obligations assumed or liabilities incurred by the Member as a Member rather than as a Director or Officer.

## ARTICLE 11. MISCELLANEOUS

- 11.1 <u>Service of Notices on the Board of Directors</u>. Notice required to be given to the Board of Directors or to the Association may be delivered to any Directors or Officer of the Association either personally, via electronic mail with a read receipt requested, or by certified mail addressed to such Director or Officer at his/her residence or business address.
- 11.2 <u>Service of Notices on Devisees and Personal Representatives</u>. Notice required to be given to any devisee or personal representative of a deceased Owner may be delivered either personally or by certified mail to such party at his, her or its address appearing on the records of the Court within the state of such deceased Owner is being administered.
- 11.3 <u>Nondiscrimination</u>. No Member (including the Declarant) and no employee, agent, or representative of a Member shall discriminate on the basis of sex, race, color, creed, or national origin in sale or lease of any Lot, or in the use of the Common Elements.
- 11.4 <u>Nonwaiver of Covenants</u>. No delay or failure on the part of the Board and/or on the part of any Officer in exercising any right, power or privilege or in failing to enforce a

covenant, condition, obligation, or a provision contained in the Declaration, Articles of Incorporation, Code of Regulations, or Rules and Regulations shall be or be deemed to be a waiver thereof, or be or be deemed to be a waiver of any subsequent exercise of such a right, power, or privilege, or be deemed to be a waiver of any subsequent violation or breach of such covenant, condition, obligation, or privilege, nor shall any single or partial exercise of any right, power, or privilege preclude any other or future exercise thereof or preclude the exercise of any other right, power, or privilege. All rights, powers, and privileges given hereunder or at law or in equity are cumulative, and any one or more or all of such rights, owners, and privileges may be exercised simultaneously or consecutively.

- 11.5 <u>Board's Power to Bind</u>. A lawful agreement or determination made by the Board or an Officer, in accordance with procedures established in the Declaration and Code of Regulations, shall bind all Members, their successors and their assigns.
- 11.6 <u>No Act of Business for Profit</u>. These Code of Regulations shall not be construed to give the Association authority to conduct any act of business for profit on behalf of one or more Members.
- 11.7 <u>Books and Records</u>. The books, records and papers of the Association shall at all time, during reasonable business hours, be subject to inspection by any Member. The Declaration, Articles of Incorporation, Code of Regulations and Rules and Regulations, if any, shall be available for inspection by any Member at the principal office of the Association or at such other reasonable place as the Board might direct, where copies may be purchased at reasonable cost.
- 11.8 <u>Fiscal Year</u>. The fiscal year shall begin on the first day of January of every year, except that the first fiscal year of the Association shall begin at the date of incorporation. The commencement date of the fiscal year herein established may be changed by the Board of Directors.
- 11.9 <u>Execution of Corporation Documents</u>. With the prior authorization of the Board of Directors, all notes, contracts and other documents shall be executed on behalf of the Association by either the President or the Vice-President, and all checks and other drafts shall be executed on behalf of the Association by such Officers, agents or other persons as are, from time to time, by the Board, authorized so to do.
- 11.10 <u>Conflict</u>. In the case of any conflict between the Articles of Incorporation and these Code of Regulations, the Articles of Incorporation shall control; and in the case of conflict between the Declaration and these Code of Regulations, the Declaration shall control.
- 11.11 <u>Amendments</u>. These Code of Regulations may be amended from time to time, at any Annual Meeting or special meeting of the Members in accordance with the provisions set forth in the Declaration for amendment thereto. Notwithstanding the foregoing, the Declarant, or any person or entity that the Declarant has designated, must consent in writing to the amendment before the amendment is effective if the amendment is passed during the Development Period.
- 11.12 <u>Governing Law</u>. The Code of Regulations shall be interpreted and enforced under the laws of the State of Ohio.

- 11.13 Perpetuities; Restraints on Alienation. If an option, privilege, covenant, or right created by the Code of Regulations shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) rule restriction restraints on alienation, or (c) any other statutory or common law rule imposing time limits, then that provision shall continue only until twenty-one years after the death of the last survivor of the now living decedents of Donald J. Trump.
- 11.14 <u>Severability</u>. The invalidity of part or all of any provision of the Code of Regulations shall neither impair the validity of nor affect in any manner the Declaration, the Articles of Incorporation or the rest of the Code of Regulations.
- 11.15 <u>Heirs, Successors and Assigns</u>. These Code of Regulations shall be binding upon and shall inure to the benefit of the Association, the Declarant, the Builder, Members and Members' heirs, successors, and assigns.
- 11.16 <u>Interpretation</u>. These Code of Regulations shall be interpreted reasonably and in good faith. They should not be applied so strictly so as to thwart justice or common sense. Ohio law shall control. If the Code of Regulations or the Articles of Incorporation are silent on a subject, the Directors may follow the applicable corporation laws of Ohio and shall have all powers given to a board of directors under the applicable corporation laws of Ohio. These Section headings are for convenience only and shall not affect the meaning or construction of the Code of Regulations. A reference to a specific Section without a further identification of the document containing that Section is a reference to a Section in the Code of Regulations. Where the context requires masculine, feminine and/or neuter terminology shall include the neuter, feminine and/or masculine. Any capitalized terms used herein which are not otherwise defined, shall have the meanings as defined in the Declaration.

ADOPTED this	day of, 2020.
	HOMEOWNERS' ASSOCIATION, INC., an Ohio not-for-profit corporation
	By: Brian R. Johnson, President

#### **EXHIBIT C**

Loan Agreement(s) and Promissory Note(s) to fund Operating Deficit(s) pursuant to Section 4.11 of Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for \_\_\_\_\_\_ shall conform with the following provisions which shall govern the terms and conditions of said Agreement(s) and Notes(s):

#### 1. <u>Type of Note:</u>

The Note(s) may be issued in any of the following forms:

#### (a) Demand Note:

This type of Note shall be payable on the date of demand by Lender; or

#### (b) Open-end Note:

This type of Note shall permit additional borrowing and prepayment of principal, without penalty; or

#### (c) Closed-end Note:

This type of Note shall not permit additional borrowing against this note; but prepayment of principal, without penalty, shall be permitted.

#### 2. Method of Payment:

Repayment of the loan(s) may be by any of the following methods:

#### (a) Installment Plan:

This method of payment shall require payments, of both principal and interest, at regular intervals over the term of the loan; or

#### (b) <u>Lump Sum Payment</u>:

This method of payment shall require Periodic payments, of both principal and interest, for a specified time and a lump sum payment at maturity to discharge the outstanding balance of the loan; or

#### (c) Balloon Payment:

This method of payment shall require periodic interest payments for a specified time and a lump sum payment at maturity to discharge the outstanding balance of the loan.

#### 3. Interest:

The Interest Rate established by Lender shall be reasonable, but no greater than two (2) percentages points over the "prime rate" as published in the Wall Street Journal and shall be designated by lender to be either:

#### (a) <u>Fixed</u>:

The Lender shall establish a rate of interest at the time of the making of the Note and this rate of interest shall remain constant over the term of the Note; or

#### (b) Variable:

The Lender can periodically adjust the interest rate in accordance with fluctuations in the "prime rate" as published in the Wall Street Journal.

Furthermore, Interest shall be designated by Lender to be either:

#### (c) Compound:

Interest shall be paid on both the principal and the previously accumulated interest; or

#### (d) Simple:

Interest shall be paid on the principal only and not on accumulated interest.

#### 4. Limit on Term:

The Note(s) may be issued for a term up to, but not to exceed, ten (10) years.

#### 5. Waiver of Defenses:

Borrower shall waive presentment, demand, protest, and notice of demand, protest, nonpayment and dishonor. Borrower shall also waive all defenses based on surety ship or impairment of collateral.

- 6. Agreement(s) and Note(s) shall contain clauses addressing the following issues:
  - (a) Order of payment

- Default (b)
- Expenses
  Omission or waiver by Lender
  Severability
  Choice of law (c) (d)
- (e) (f)

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