



CITY OF PATASKALA PLANNING AND ZONING COMMISSION

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

STAFF REPORT

March 6, 2024

Replat Application REP-24-003

Applicant:	Pulte Homes of Ohio, LLC.
Owner:	Benita & Beta Niroula
Location:	1795 Keela Drive, Pataskala, OH 43062 (PID: 064-068322-00.326)
Acreage:	+/- 0.224-acres total
Zoning:	R-7 – Village Single-Family Residential
Request:	Requesting approval of a Replat pursuant to Section 1113.48 of the Pataskala Code to adjust the front building setback line for Lot 269 of the Hazelwood Subdivision.

Description of the Request:

The Applicant is requesting approval of a Replat, pursuant to Section 1113.48 of the Pataskala Code, in order to adjust the front building setback line for Lot 269 of the Hazelwood Subdivision.

Staff Summary:

The property located at 1795 Keela Drive is currently occupied by a 1,728-square foot single-family home built in 2018. It is lot 269 of the Hazelwood Section 5 – Part 1 subdivision originally platted in 2018. As constructed per the approved New Residential Construction Permit (18-506), the existing home is currently set back from the front property line 26-feet, 77.68-feet from the north (rear) property line, 16-feet from the east side property line, and 16-feet from the west side property line.

There are several easements throughout the property, those being: a 20-foot wide Sanitary Easement on the southwestern corner of the lot, about 15-feet inside the property. Five (5) foot wide utility easements on both the east and west side property lines, a 10-foot-wide utility easement across the north rear property line, and a 30-foot-wide Drainage Easement through the rear yard of the home, starting approximately 20-feet in from the north rear property line.

The Applicant is requesting approval of a Replat pursuant to Section 1113.48 of the Pataskala Code in order to move the platted 35-foot front building setback line on Lot 269 forward 10-feet, bringing it to 35-feet from the front property line on Keela Drive, and subsequently bringing the existing home on the lot into compliance with the required setback line per the plat. The proposed replat would create Lot 269-A, being the same size and dimensions, and retaining all existing easements.

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

Planning and Zoning Staff:

When the Hazelwood single-family residential subdivision, zoned R-7 – Village Single-Family Residential, was initially beginning construction starting in 2001, a few lots throughout each section of development were platted with 30-foot or 35-foot front building setback lines, despite the minimum in the R-7 zoning district being 25-feet, to create varied frontages throughout the development. Construction of additional sections was halted for a time between 2008-2018, before continuing with parts of Section 4, Sections 5, and Section 6. These sections, when platted carried over the varied setback lines of previous sections.

In 2018 the New Residential Construction Permit for Lot 269, 1795 Keela Drive, was submitted to the Planning and Zoning Departments for approval. The submitted site plan (included in application documents) mistakenly shows a 25-foot building setback line, when, as platted, it is a 35-foot building setback line. Per Pataskala Code, the minimum front building setback in the R-7 zoning district is 25-feet, and the New Residential Construction Permit was approved in error.

The new home was constructed per the approved plans, but not in accordance with the setback line per the recorded plat. The error was not discovered until 2023 when the original owners of the home wished to sell. In order to facilitate a sale of the home, the City furnished a letter (attached) stating that the structure was in compliance with the minimum standards of the Pataskala Code, and upon review of the site engineering plans, determined that the current location of the structure does not conflict with any existing utilities or other infrastructure.

Staff have no concerns with the proposal, as the existing structure itself is in compliance with Pataskala Code.

Should this Replat Application be approved, the Applicant shall submit a mylar copy of the approved replat, 18-inch by 24-inch in size, to the Planning and Zoning Office for signatures. Pursuant to Section 1113.49 of the Pataskala Code, the subdivider shall file the Replat within 30 days of the final official signature and return the recorded mylar copy to the Planning and Zoning Staff.

Surrounding Area:

Direction	Zoning	Land Use
North	PDD – Planned Development District	Scenic View Estates (Single-Family Homes)
East	R-7 – Village Single-Family Residential	Single-Family Home
South	R-7 – Village Single-Family Residential	Single-Family Home
West	R-7 – Village Single-Family Residential	Single-Family Home

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.
- Southwest Licking School District – No comments.

Modifications:

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

1. The Applicant shall submit a replat mylar in accordance with Sections 1113.39 and 1113.44 of the Pataskala Code.
2. Pursuant to 1113.49 of the Pataskala Code, the replat shall be recorded within 30 days of the latest signature.

Resolution:

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

"I move to approve Replat Application REP-24-003 pursuant to Section 1113.48 of the Pataskala Code. ("with the following modifications" if modifications are to be placed on the approval)."



CITY OF PATASKALA PLANNING AND ZONING COMMISSION

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

REPLAT APPLICATION

(Pataskala Codified Ordinances Chapter 1113)

Property Information	
Address: 1795 Keela Dr., Pataskala, OH 43062	
Parcel Number: 064-068322-00.326	
Zoning: R-7	Acres: .224
Water Supply: <input checked="" type="checkbox"/> City of Pataskala <input type="checkbox"/> South West Licking <input type="checkbox"/> On Site	
Wastewater Treatment: <input checked="" type="checkbox"/> City of Pataskala <input type="checkbox"/> South West Licking <input type="checkbox"/> On Site	

Applicant Information		
Name: Pulte Homes of Ohio LLC		
Address: 475 Metro Pl. S., Dublin, OH 43017		
City: Dublin	State: OH	Zip: 43017
Phone: 614-376-1023	Email: nicki.martin@pultegroup.com	

Property Owner Information		
Name: Benita & Beda Niroula		
Address: 1795 Keela Dr.		
City: Pataskala	State: OH	Zip: 43062
Phone: 972-802-9593	Email: vnmniroula@yahoo.com	

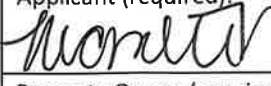


Replat Information
Describe the Project: Replat of Hazelwood Section 5 - Part 1 lot 269 to modify the front building line from 35 feet to 25 feet to address the existing location of the home.

Staff Use
Application Number: REP-24-003
Fee: \$ 500
Filing Date: 1-11-24
Hearing Date: 3-6-2024
Receipt Number: 001451

ERF/Receipt 21942

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

Documents to Submit
Replat Application: Submit one (1) copy of the Replat application.
Cover Letter: Submit one (1) copy of a cover letter detailing the contents and purpose of the Replat submittal.
<p>Replat: Submit 14 copies of the Replat including the following:</p> <ul style="list-style-type: none"> Name of the subdivision located by section, range, township, or by other survey number, date, north arrow, and acreage. Name and address of the professional registered surveyor who prepared the replat and appropriate numbers and seals. Replat boundaries based on accurate traverse with angular and linear dimensions, both linear and angular shall be determined by an accurate control survey in the field, which must balance, and close within the limit of 1:10,000. Bearings and distances to the nearest established street lines or other recognized permanent monuments. The parcel identification number of the original tract(s) and the owners name(s) and parcel identification number(s) of all adjacent parcels. Radaii, internal angles, points of curvature, tangent bearings, lengths or arcs, all easements and right-f-way provided for public services or utilities, building setback lines with dimensions, right-of-way width, and names of all streets within and adjoining the Replat. New lot numbers assigned to all new or modified lots. This number shall consist of the lowest original lot number contained within the lot lines of the proposed lots and hyphenated with the letter "A", or next alphabetical letter needed to make the proposed lot unique within the subdivision. All lot lines with accurate dimensions in feet and hundredths, and acreage. Accurate outlines of areas to be dedicated or reserved for public use, or any area to be reserved for common use of all property owners. The use and accurate boundary locations shall be shown for each parcel of land to be dedicated. The locations and descriptions of all monuments and pins. When lots are located on a curve or when lot lines are at angles other than 90 degrees, the width at the building line shall be shown. If the building line is curved, the arc length shall be shown. Locations of all wetlands, ponds, watercourses and other naturally occurring water features on the property including a 25-foot buffer as measured from the edge of the water feature. Any part of the subdivision located within the 100-year flood plain as indicated on the Flood Insurance Rate Map (FIRM), or as determined by other appropriate persons. Required statements and signatures to be affixed on the Replat. If the lots being replatted have existing structures, then a separate dimensionally accurate sketch prepared by a registered surveyor illustrating the revised lot lines, together with the outlines of such structure shall be submitted. The Replat shall meet all applicable zoning and subdivision regulations. All existing easements and reserves shall be maintained on the Replat. The Planning and Zoning Commission may waive this requirement if it is determined that the existing easement would not serve a purpose as part of the replatted lots. Where no easements exist, a minimum five (5) foot easement along the property line of the side and rear yards if determined to be necessary by the City Administrator or their designee.
Original Final Plat: Submit 14 copies of the original Final Plat.
Deed: Provide a copy of the deed for the property with any deed restrictions. Deeds can be obtained at www.lcounty.com/rec .
Electronic Copies: Submit an electronic copy of the Replat as a Portable Document Format (pdf) file or other acceptable format.

Signatures	
I certify the facts, statements and information provided on and attached to this application are true and correct to the best of my knowledge. Also, I authorize City of Pataskala staff to conduct site visits and photograph the property as necessary as it pertains to this Replat request.	
Applicant (required):  Nichole Martin, Pulte Homes	Date: 1/3/2024
Property Owner (required):  	Date: 01/08/24



January 10, 2024

Jack Kuntzman

City Planner

City of Pataskala

Re: 1795 Keela Drive Nonconformity with Platted Building Line

Application Statement

Replat Lot 269 – Hazelwood Section 5 Part 1

In response to a notice of nonconformity from the City of Pataskala dated November 15, 2023, it has come to Pulte's attention the need to replat lot 269 originally platted as part of Hazelwood Section 5 Part 1 to modify the front building line from 35 feet to 25 feet to address the existing location of the home and to be consistent with the R-7 zoning district. The contents of the application included herein are as follows:

- 1) Application
- 2) Fee
- 3) Applicant Statement
- 4) Affidavit of Facts Relating to Title
- 5) 14 copies of the replat of lot 269
- 6) 14 copies of the Hazelwood Section 5 Part 1 plat
- 7) General Warranty Deed for 1795 Keela Drive
- 8) Deed restrictions for Hazelwood

Sincerely,

A handwritten signature in blue ink, appearing to read "nichole m", with a stylized flourish at the end.

Nichole Martin

Land Planning and Entitlement Manager

Pulte Homes of Ohio



202311280021608

Pgs:16 \$150.00 T20230023140
11/28/2023 10:56 AM MEPGENTRY LAW
Bryan A. Long Licking County Recorder

AFFIDAVIT ON FACTS
RELATING TO TITLE

The undersigned being first duly sworn does herein state as follows, effective as of
November 16, 2023:

1. The undersigned is the Vice President of Land Planning and Development of Pulte Homes of Ohio LLC, a Michigan limited liability company, which executed the plat for, and was the former owner of the Lots within the plat labeled "Hazelwood Section 5 Part 1", of record in Instrument No. 201801080000376, Recorder's Office, Licking County, Ohio (the "**Section 5-1 Plat**").

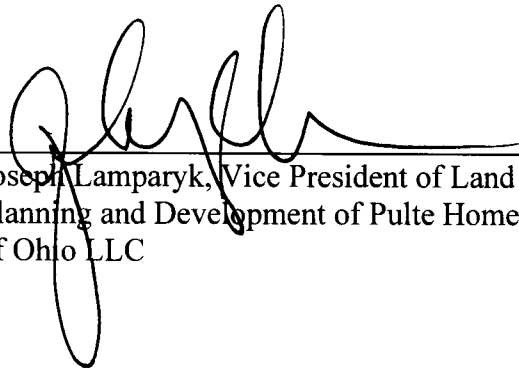
2. In such capacity, the undersigned has knowledge of the facts set forth herein.

3. The Section 5-1 Plat depicts a thirty-five foot (35') setback from Keela Drive on Lot 269. Pursuant to the letter attached hereto as **Exhibit A**, the City of Pataskala has stated that since the property is zoned R-7, the minimum required setback is twenty-five feet (25'), and the City will only enforce a setback of twenty-five feet (25') for Lot 269.

4. The Recorder's Office, Licking County, Ohio is hereby requested and directed to cross index the Section 5-1 Plat as defined herein.

[Signature Page Follows.]

Further, Affiant sayeth naught.

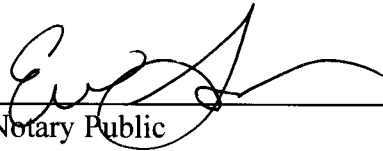

Joseph Lamparyk, Vice President of Land
Planning and Development of Pulte Homes
of Ohio LLC

State of Ohio
County of Franklin

Sworn to and subscribed before me by Joseph Lamparyk, the Vice President of Land Planning
and Development of Pulte Homes of Ohio LLC, a Michigan limited liability company, this
16 day of November, 2023.



EVA GROW
Notary Public, State of Ohio
My Commission Expires:
April 12, 2025


Notary Public

Instrument Prepared By and Return To:
Gentry Law Group, LLC
David Gentry
2000 Henderson Road, Suite 355
Columbus, OH 43220
david@gentrylawgroup.com

EXHIBIT A

Letter from City of Pataskala



CITY OF PATASKALA PLANNING & ZONING DEPARTMENT

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

November 15, 2023

Matthew A. Kirk, P.S.
EMH&T
5500 New Albany Road
Columbus, OH 43054

Re: 1795 Keela Drive Nonconformity with Platted Building Line.

To Whom it May Concern,

It has come to the attention of City Staff that the existing single-family dwelling located at 1795 Keela Drive, Pataskala, OH 43062; being Lot 269 of the Hazelwood Section 5 Part 1 subdivision, was not constructed in accordance with the 35-foot Building Line from the front property line on Keela Drive as shown on the recorded plat (Instrument Number 201801080000376, recorded plat attached for reference).

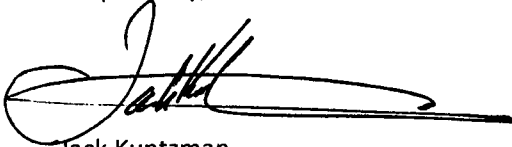
As shown on the site plan for construction, Zoning Permit #18-506 (attached), approved by the City of Pataskala on August 29, 2018; the structure was approved with a 25-foot building line from the front property line on Keela Drive, as opposed to the 35-feet as shown on the plat, and approved for construction with a 26-foot setback from the front property line. Therefore, the existing structure is nonconforming with the platted building line by a distance of approximately nine (9) feet.

However, the property in its entirety is currently zoned within the City of Pataskala as R-7 – Village Single Family Residential. Pursuant to Section 1237.05(C)(1) of the Pataskala Code, the minimum required front yard setback is 25-feet. As such, the existing dwelling on Lot 269 is considered to be in conformity with the minimum requirements of Pataskala Code.

It is the understanding of the City of Pataskala that at the time of platting the Hazelwood Subdivision, the setback lines were staggered throughout the subdivision to create variations in the frontage. The City has examined the plans we have on file for the immediate area and has confirmed there are no conflicts with existing infrastructure by having the structure located at 26-feet from the front property line.

The City of Pataskala has furnished this letter in order to potentially alleviate concerns in the sale of the property by the current owner, however, the City recommends a Replat be applied for in order to move the platted 35-foot building line southwards to 25-feet for any future owners of the property.

Respectfully,

A handwritten signature in black ink, appearing to read 'Jack Kuntzman', written over a horizontal line.

Jack Kuntzman

City Planner

City of Pataskala

T: 740-964-1316

E: jkuntzman@ci.pataskala.oh.us

Encl.:

Plat of Hazelwood Section 5 Part 1 (Instrument Number 201801080000376)

Permit #18-506

Cc:

File

Property Owner

HAZELWOOD SECTION 5 PART 1

1/3

Situated in the State of Ohio, County of Licking, City of Pataskala, and in Lot 39, Quarter Township 2, Township 1, Range 14, United States Military Land, containing 16.467 acres of land, more or less, said 16.467 acres being part of that tract of land conveyed to PULTE HOMES OF OHIO LLC by deed of record in Instrument Number 201601120000597, Recorder's Office, Licking County, Ohio.

The undersigned, PULTE HOMES OF OHIO LLC, a Michigan limited liability company, by MATTHEW J. CALLAHAN, Division Vice President of Land Acquisition, owner of the lands platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents its "HAZELWOOD SECTION 5 PART 1", a subdivision containing Lots numbered 252 to 285, both inclusive, and areas designated as Reserves "G", "H" and "T", does hereby accept this plat of same and dedicates to public use, as such, all of Burtwood Drive, Coryus Drive and Keela Drive shown hereon and not heretofore dedicated.

Easements are hereby reserved in, over and under areas designated on this plat as "Utility Easement", "Drainage Easement" or "Sidewalk Easement" for the construction, operation and maintenance of all public and quasi public utilities above and beneath the surface of the ground and, where necessary, for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage. Within those areas designated "Drainage Easement" on this plat, an additional easement is hereby reserved for the purpose of constructing, operating and maintaining major storm water drainage swales and or other storm water drainage facilities. No above grade structures, dams or other obstructions to the flow of storm water runoff are permitted within Drainage Easement areas as delineated on this plat unless approved by the Pataskala City Engineer. Within those areas designated "Sidewalk Easement" on this plat, an additional easement is hereby reserved for the construction and maintenance of a sidewalk for use by the public. Within those areas designated "Wetland Conservation Easement" on this plat, an easement is hereby reserved for the purposes described in Note "E" of sheet 2 of this plat.

The undersigned further agrees that any use or improvements made on this land shall be in conformity with all existing valid zoning, platting, health or other lawful rules and regulations including the applicable off-street parking and loading requirements of Pataskala, Ohio for the benefit of itself and all other subsequent owners or assigns taking title from, under or through the undersigned.

In Witness Whereof, MATTHEW J. CALLAHAN, Division Vice President of Land Acquisition of PULTE HOMES OF OHIO LLC, has hereunto set his hand this 3rd day of Jan, 2019.

Signed and Acknowledged
In the presence of

Steve Peck
STEVE PECK

PULTE HOMES OF OHIO LLC

By *Matthew J. Callahan*
MATTHEW J. CALLAHAN,
Division Vice President of
Land Acquisition

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared MATTHEW J. CALLAHAN, Division Vice President of Land Acquisition of PULTE HOMES OF OHIO LLC, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said PULTE HOMES OF OHIO LLC, for the uses and purposes expressed herein.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this 5th day of January, 2019.

My commission expires

Stephen Peck
Notary Public, State of Ohio



STEPHEN PECK
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
01-18-2022

Approved this 21 day of Dec.
2017

Anthony C. S.
Director of Utility Services,
Pataskala, Ohio

Approved this 21 day of Dec.
2017

L. H.
Director of Public Services,
Pataskala, Ohio

Approved this 21 day of Dec.
2017

Barry K.
City Administrator,
Pataskala, Ohio

Approved this 21 day of Dec.
2017

John A. R. H.
City Engineer,
Pataskala, Ohio

Approved this 26 day of Dec.
2017

Richard R.
Chairman, Planning and Zoning
Commission,
Pataskala, Ohio

Approved this 21 day of Dec.
2017

Att. H.
Director of Planning, Pataskala, Ohio

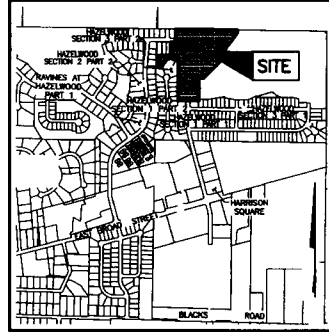
Transferred this 8 day of Jan.
2019

Michael L. Smith
Auditor,
Licking County, Ohio

Filed for record this _____ day of _____
20____ at _____ M. Fee \$ _____
File No. 46

Samuel J. Lee
Recorder,
Licking County, Ohio

Recorded this _____ day of _____
20____
Plat Book _____, Pages _____



LOCATION MAP AND BACKGROUND DRAWING
NOT TO SCALE

SURVEY DATA:

BASIS OF BEARINGS: The bearings shown on this plat are based on the same meridian as the bearings used on the subdivision plat entitled "Beechwood Trails Section 6", of record in Plat Book 12, Page 33, Recorder's Office, Licking County, Ohio.

SOURCE OF DATA: The sources of recorded survey data referenced in the plan and text of this plat are the records of the Licking County, Ohio, Recorder.

IRON PINS: Iron pins, where indicated hereon, unless otherwise noted, are to be set and are iron pipes, thirteen sixteenths inch inside diameter, thirty inches long with a plastic plug placed in the top end bearing the initials EMHT INC.

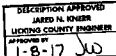
PERMANENT MARKERS: Permanent markers, where indicated hereon, are to be one-inch diameter, thirty-inch long, solid iron pins, are to be set to monument the points indicated and are to be set with the top end flush with the surface of the ground and then capped with an aluminum cap stamped EMHT INC. Once installed, the top of the cap shall be marked (punched) to record the actual location of the point.

SURVEYED & PLATTED
BY



We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are in feet and decimal parts thereof.

- o = Iron Pin (See Survey Data)
- = MAG Nail to be set
- = Permanent Marker (See Survey Data)



By *Matthew A. Kura* 21 Dec 17
Professional Surveyor No. 7865 Date



S.C.P.Z. = Stream Corridor
Preservation Zone
See Note "B"

W.C.E. = Wetland Conservation Easement
See Note "C"

D.E. = Drainage Easement

B.L. = Building Line

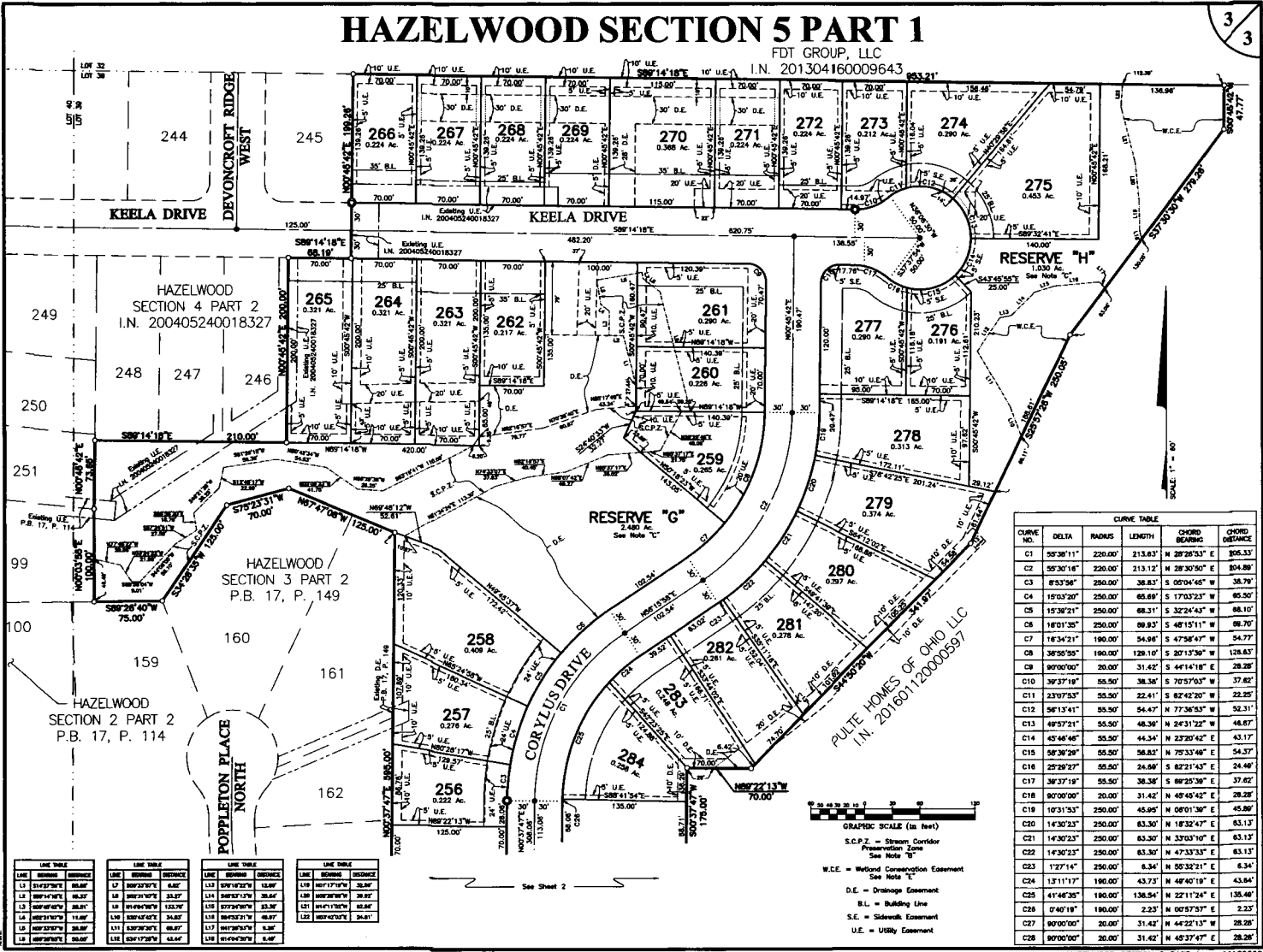
S.E. = Sidewalk Easement

U.E. = Utility Easement

SCALE: 1" = 60'

CURVE NO.	CURVE DATA			
	DELTA	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	53°38'11"	220.00	N 28°28'53" E	206.33
C2	53°30'18"	220.00	N 28°30'50" E	204.86
C3	53°56'58"	220.00	S 05°04'45" W	36.78
C4	150°52'20"	250.00	S 17°03'23" W	65.50
C5	153°36'21"	250.00	S 32°24'43" W	118.10
C6	161°35'21"	250.00	S 48°05'17" W	59.70
C7	180°34'51"	190.00	S 47°56'41" W	64.77
C8	35°35'56"	190.00	S 20°13'36" W	128.23
C9	80°00'00"	20.00	E 14°14'18" E	18.63
C10	39°37'18"	55.50	S 70°57'03" W	22.22
C11	27°37'53"	55.50	E 82°42'50" W	37.65
C12	36°15'41"	55.50	N 77°38'33" E	52.31
C13	49°57'21"	55.50	N 65°21'22" E	38.20
C14	55°46'48"	55.50	N 23°20'42" E	43.11
C15	58°38'28"	55.50	N 79°53'40" E	54.33
C16	25°29'27"	55.50	N 62°21'43" E	34.47
C17	39°37'18"	55.50	S 69°28'38" W	27.20
C18	90°00'00"	20.00	N 45°40'42" E	38.63
C19	162°15'23"	250.00	N 08°01'38" E	45.81
C20	143°30'23"	250.00	N 18°32'47" E	63.11
C21	143°30'23"	250.00	N 33°03'10" E	63.11
C22	143°30'23"	250.00	N 47°33'33" E	63.11
C23	127°14'14"	250.00	S 34°53'21" E	63.11
C24	131°17'17"	190.00	S 43°73'10" E	43.84
C25	41°46'35"	190.00	S 22°11'24" E	132.46
C26	04°18'18"	190.00	S 23°05'57" E	135.41
C27	80°00'00"	20.00	N 44°22'13" W	28.20
C28	80°00'00"	20.00	E 45°37'47" W	28.20

- (a) **Construction.** The placement or construction of any man-made structures such as buildings, structures, fences, roads and parking lots is prohibited.
- (b) **Cutting Vegetation.** Any cutting of trees, ground cover or vegetation, or destroying by means of herbicides or pesticides is prohibited; provided however, that any needed trees or brushland must possess a safety hazard to the extent that surrounding properties may be removed to the extent to abate such threat.
- (c) **Land Surface Alteration.** The removal of soil, sand, gravel, rock, minerals or other materials from the seacoast areas, or depositing soils, rocks or other material to the topography of the Wetland Areas shall be prohibited.
- (d) **Dumping Waste, garbage and unguilty or offensive materials** are not permitted and may not be accumulated on the Wetland Areas.
- (e) **Water courses.** All water courses and streams adjacent riparian buffers within the Wetland Areas may not be dredged, straightened, filled, channelized, impeded, diverted or otherwise altered.
- (f) **Other Activities.** Each and every other activity or project which might endanger the natural, scenic, biological ecological integrity of the Wetland Areas shall be prohibited.





CITY OF PATASKALA PLANNING & ZONING DEPARTMENT
621 West Broad Street, Suite 2A
Pataskala, Ohio 43062

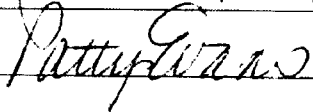
NEW RESIDENTIAL CONSTRUCTION APPLICATION
(Pataskala Codified Ordinances Section 1209)

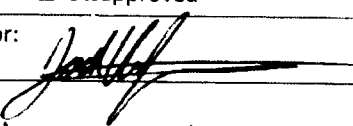
Property Information			Staff Use		
Address: 1795 Keela Drive, Pataskala, OH 43062			Application Number: 18-506		
Parcel Number: 064-068322-00.326			Fee: \$ 800		
Subdivision/Development Name: Hazelwood			Filing Date: 8-28-18		
Lot/Building Number: 269	Zoning:	Acres: 0.2238	Receipt Number: 22948		
Water Supply: <input type="checkbox"/> City of Pataskala <input type="checkbox"/> South West Licking <input type="checkbox"/> On Site			<input checked="" type="checkbox"/> Auditor Notified		
Wastewater Treatment: <input type="checkbox"/> City of Pataskala <input type="checkbox"/> South West Licking <input type="checkbox"/> On Site					
Applicant Information					
Name: Pulte Homes of Ohio, LLC					
Address: 475 Metro Place South, Suite 200					
City: Dublin	State: OH	Zip: 43017	Documents		
Phone: (614) 376-1030	Email: Patricia.Evans@Pulte.com		<input checked="" type="checkbox"/> Application		
			<input checked="" type="checkbox"/> Fee		
			<input checked="" type="checkbox"/> Site Plan		
			<input checked="" type="checkbox"/> Elevations		
			<input checked="" type="checkbox"/> Compliance App.		
			<input type="checkbox"/> Board of Health Approval		
Owner Information					
Name: Same					
Address:					
City:	State:	Zip:			
Phone:	Email:				
Documents to Submit					
New Residential Construction Application: Submit one (1) copy of the New Residential Construction application.					
Fee: Application fee of \$800 for single-family (Multi-family is based upon the number of units, see fee schedule)					
Site Plan: Submit one (1) copy of a site plan that includes all required information.					
Elevations: Submit one (1) copy of building elevations that includes all required information.					

Erosion Control: Submit one (1) copy of Erosion & Sediment Control plan that includes all required information.
Certificate of Compliance Application: Submit one (1) copy of the Residential Certificate of Compliance application.
Board of Health Approval: Approval from the Licking County Board of Health indicating that the property is suitable for a well and septic system if the property will not be served by central water and sewer.

Important Information
Applicability: A New Residential Construction Application is required for all new single-family and multi-family construction.
New Residential Construction Requirements: Please reference the New Residential Construction Checklist for all necessary requirements for approval.
Building Permit: <ul style="list-style-type: none">All new residential construction will require a building permit from the Licking County Building Department.Please call the Licking County Building Department at 740-349-6671 for additional information.
Inspections: <ul style="list-style-type: none">The Pataskala Planning and Zoning Department will inspect the property after construction has been completed.To schedule an inspection please call the Zoning Inspector at 740-927-3885.

Site Superintendent	
Name: Jason Pfister	Title:
Phone: (614) 496-5951	Email: Jason.Pfister@Pulte.com

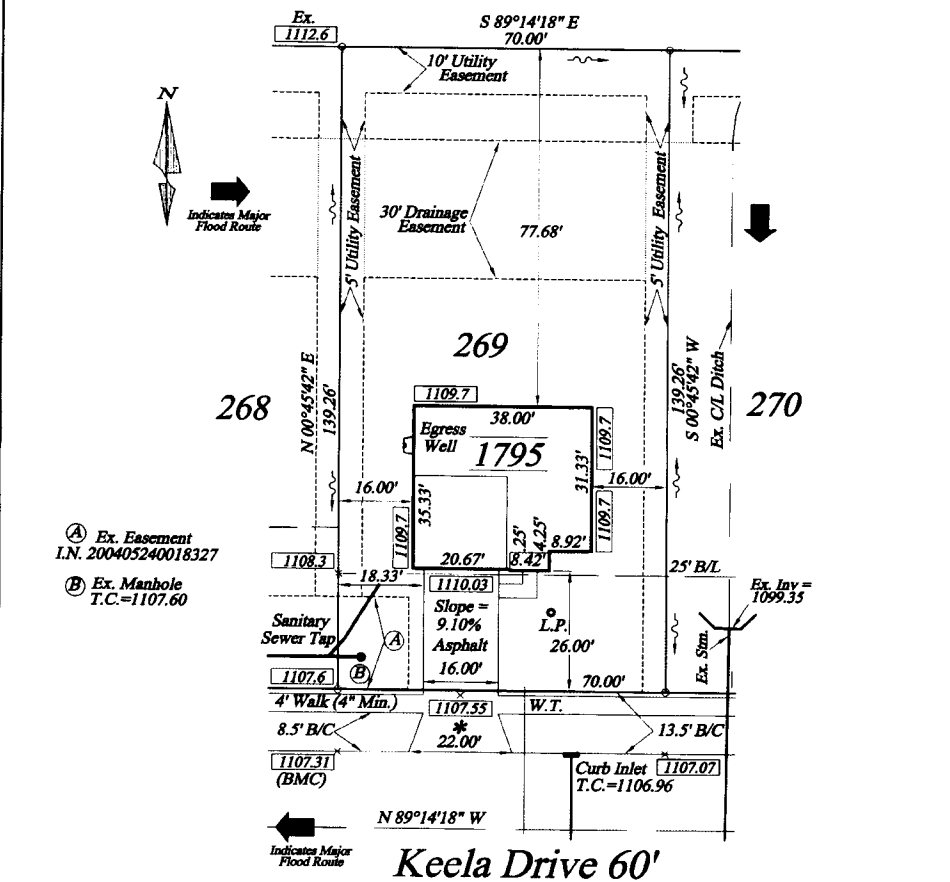
Signatures	
I certify the facts, statements and information provided on and attached to this application are true and correct to the best of my knowledge and understand the requirements for new residential construction. Also, I authorize City of Pataskala staff to inspect the property as necessary as it pertains to this application.	
Applicant: 	Date: 8/28/18
Owner:	Date:

Zoning Inspector	
<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved	
Zoning Inspector: 	Date: 8-29-18
Conditions: perm. expires on 8-29-19	

NO.	REVISION DATE & REQUEST
1	
2	
3	
4	
5	

ORDER NO.

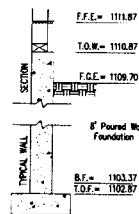
For **Pulte Group** House Style **Newton HR1B**
 Lot / Subdivision **269 Hazelwood Section 5, Part 1** City of **Pataskala**
 Scale 1" = **20'** PB **Unrec.** PG **Unrec.** Date **08-09-18** DRN **CS** CK **CTS** Co. of **Licking**
 Flood Zone **X** Community Panel **39089C** Page **02931** Effective Map Date **03-16-15**
 Minimum R: **35'** S: **7/15'** Total Lot Width at Build Line **70.00'** Drive Slope Distance **27.25'** Impervious Lot Coverage **1778 / 9748 = 18.24%**
 Note: Water / Sanitary Tap to be relocated if in Drive or Sidewalk. Sidewalk Depth to be a Minimum of 4'.
 Note: All Utilities Shall Be Located Underground. 5 Evergreen Trees and 1 Ornamental Tree To Be Located On The Lot.



- Ⓐ Ex. Easement I.N. 200405240018327
- Ⓑ Ex. Manhole T.C.=1107.60

Lot calculation information is for estimate purposes only and should be verified by the contractor or builder.

Lot Area	9748	SQ. FT.
Lot Area	0.2238	Acres
Stall Area	940	SQ. Yards
Drive Area	48	SQ. Yards
Basement Area	903	SQ. FT.
Approach/Walk (8'W)	226	SQ. FT.
Public Walk	216	SQ. FT.
Service Walk	33	SQ. FT.
Manhole to Lot	16	FEET
Sanitary Lot	10	FEET
Check PM	YES	NO



* Stabilized Construction Entrance

PLOT PLAN
 We hereby certify that the foregoing PLOT PLAN was prepared from information provided by the Client and data obtained from Engineering Subdivision Plan. This Plot Plan is to be used by the Client for the sole purpose of obtaining a building permit. The use of the Plot Plan for any other purpose is strictly prohibited.



8-29-18
 # 18-506



By *C. Thomas Smith*

REPLAT OF LOT 269 OF HAZELWOOD SECTION 5 PART 1

Situated in the State of Ohio, County of Licking, City of Pataskala, and in Lot 39, Quarter Township 2, Township 1, Range 14, United States Military Lands, containing 0.224 acre of land, more or less, said 0.224 acre being all of Lot 269 of the subdivision entitled "Hazelwood Section 5 Part 1", of record in Instrument Number 201801080000376, said Lot 269 being conveyed to **BEDA NIROULA AND BENITA NIROULA** by deed of record in Instrument Number 202310310020012, Recorder's Office, Licking County, Ohio.

The undersigned, **BEDA NIROULA AND BENITA NIROULA**, Husband and Wife, owners of the lands platted herein, duly authorized in the premises, do hereby certify that this plat correctly represents their **"REPLAT OF LOT 269 OF HAZELWOOD SECTION 5 PART 1"**, a subdivision containing Lot 269A, do hereby accept this plat of same.

Easements are hereby reserved in, over and under areas designated on this plat as "Utility Easement" or "Drainage Easement" for the construction, operation and maintenance of all public and quasi public utilities above and beneath the surface of the ground and, where necessary, for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage. Within those areas designated "Drainage Easement" on this plat, an additional easement is hereby reserved for the purpose of constructing, operating and maintaining major storm water drainage swales and or other storm water drainage facilities. No above grade structures, dams or other obstructions to the flow of storm water runoff are permitted within Drainage Easement areas as delineated on this plat unless approved by the Pataskala City Engineer.

The undersigned further agrees that any use or improvements made on this land shall be in conformity with all existing valid zoning, platting, health or other lawful rules and regulations including the applicable off-street parking and loading requirements of Pataskala, Ohio for the benefit of itself and all other subsequent owners or assigns taking title from, under or through the undersigned.

In Witness Whereof, **BEDA NIROULA AND BENITA NIROULA**, Husband and Wife, have hereunto set their hands this _____ day of _____, 20____.

Signed and Acknowledged
In the presence of

_____ **BEDA NIROULA**

_____ **BENITA NIROULA**

STATE OF OHIO
COUNTY OF LICKING ss:

Before me, a Notary Public in and for said State, personally appeared **BEDA NIROULA AND BENITA NIROULA**, who acknowledged the signing of the foregoing instrument to be their voluntary act and deed, for the uses and purposes expressed herein.

In Witness Thereof, I have hereunto set my hand and affixed my official seal this _____ day of _____, 20____.

My commission expires _____
Notary Public, _____ State of Ohio

Approved this _____ day of _____,
20____

Director of Utility Services,
Pataskala, Ohio

Approved this _____ day of _____,
20____

Director of Public Services,
Pataskala, Ohio

Approved this _____ day of _____,
20____

City Administrator, Pataskala, Ohio

Approved this _____ day of _____,
20____

City Engineer, Pataskala, Ohio

Approved this _____ day of _____,
20____

Chairman, Planning and Zoning
Commission,
Pataskala, Ohio

Approved this _____ day of _____,
20____

Director of Planning, Pataskala, Ohio

Transferred this _____ day of _____,
20____

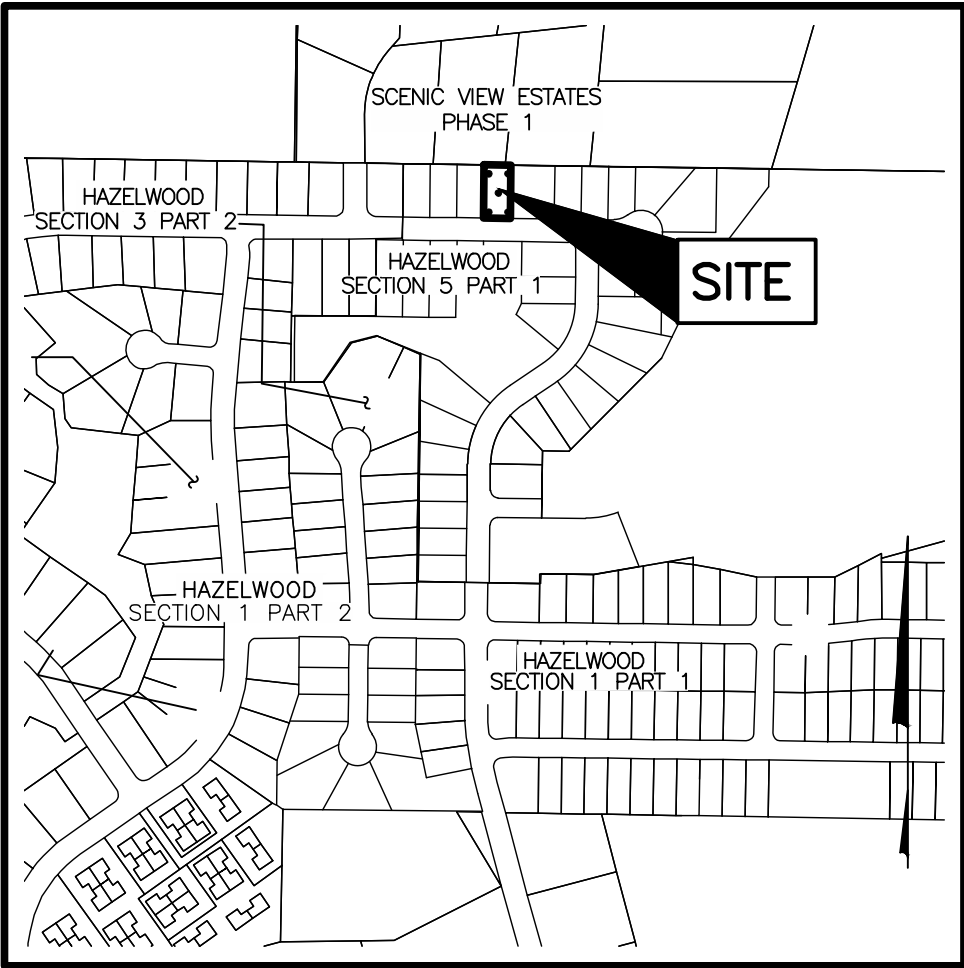
Auditor, Licking County, Ohio

Filed for record this _____ day of _____,
20____ at _____ M. Fee \$ _____
File No. _____

Recorder, Licking County, Ohio

Recorded this _____ day of _____,
20____

Plat Book _____, Pages _____



LOCATION MAP AND BACKGROUND DRAWING
NOT TO SCALE

SURVEY DATA:

BASIS OF BEARINGS: The bearings shown on this plat are based on the same meridian as the bearings used on the subdivision plat entitled "Beechwood Trails Section 6", of record in Plat Book 12, Page 33, Recorder's Office, Licking County, Ohio.

SOURCE OF DATA: The sources of recorded survey data referenced in the plan and text of this plat are the records of the Licking County, Ohio, Recorder.

IRON PINS: Iron pins, where indicated hereon, unless otherwise noted, are to be set and are iron pipes, thirteen sixteenths inch inside diameter, thirty inches long with a plastic plug placed in the top end bearing the initials EMHT INC.

PERMANENT MARKERS: Permanent markers, where indicated hereon, are to be one-inch diameter, thirty-inch long, solid iron pins, are to be set to monument the points indicated and are to be set with the top end flush with the surface of the ground and then capped with an aluminum cap stamped EMHT INC. Once installed, the top of the cap shall be marked (punched) to record the actual location of the point.

SURVEYED & PLATTED
BY



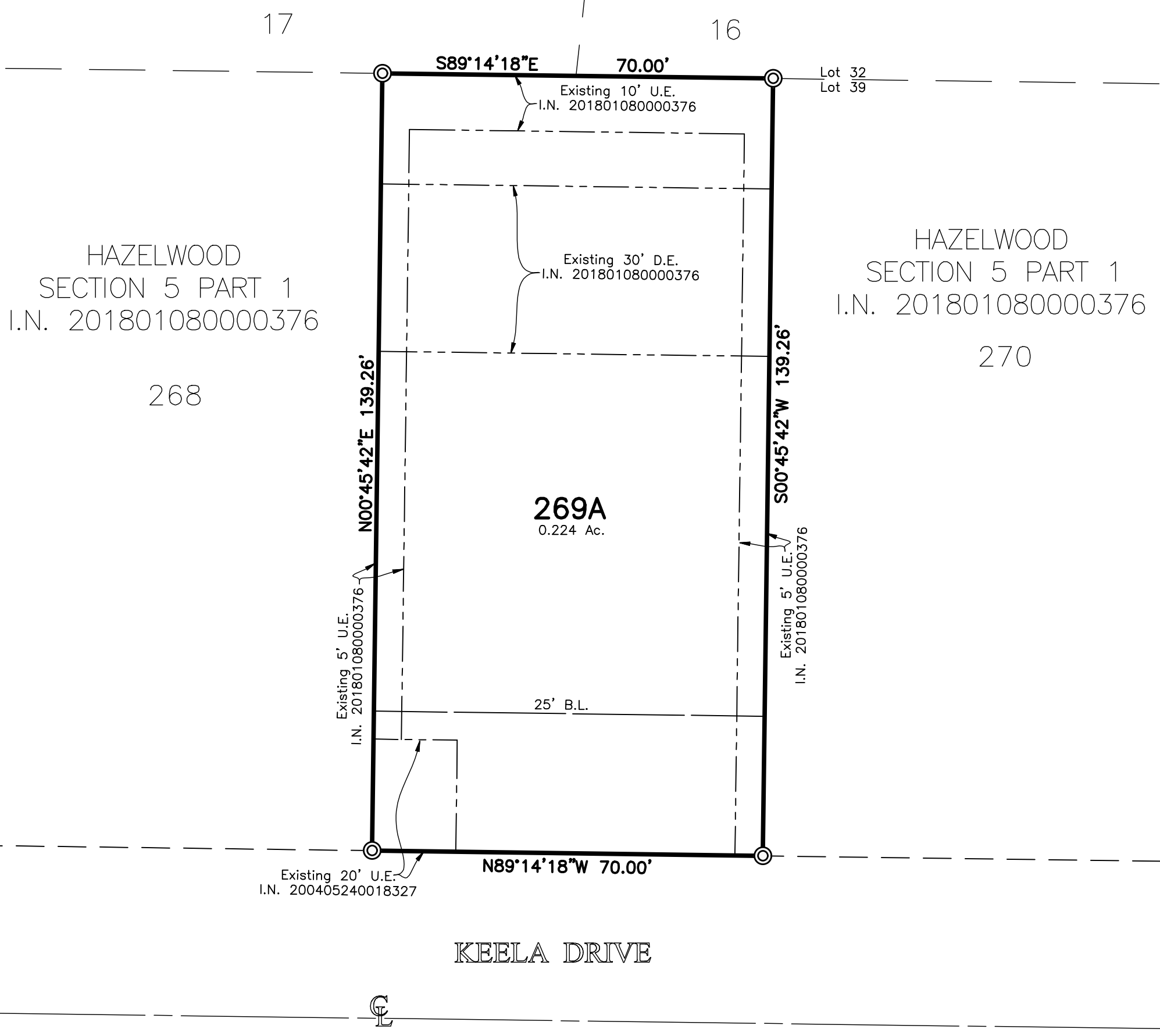
We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are in feet and decimal parts thereof.

- = Iron Pin (See Survey Data)
- = MAG Nail to be set
- © = Permanent Marker (See Survey Data)

By _____
Professional Surveyor No. 7865
Date _____

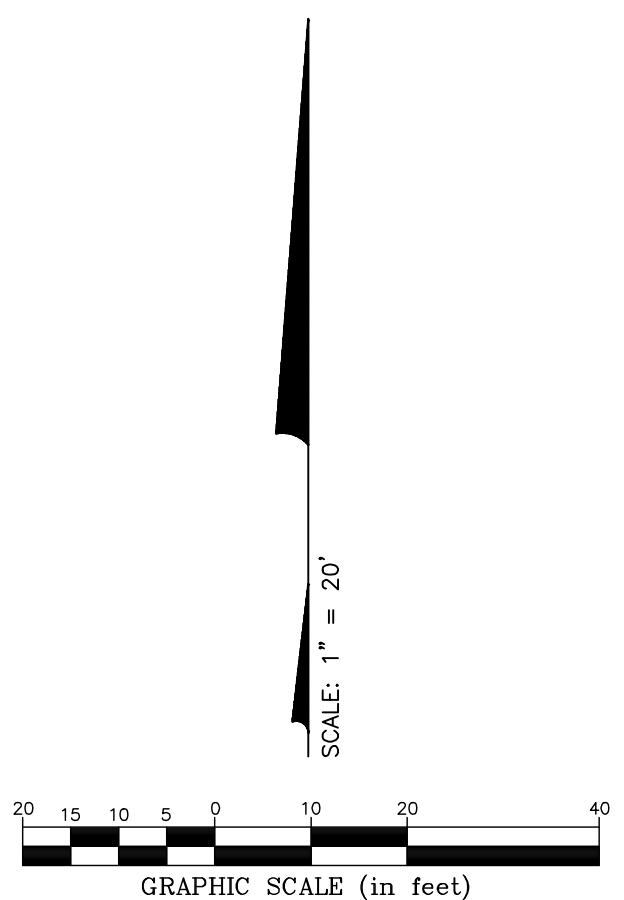
REPLAT OF LOT 269 OF HAZELWOOD SECTION 5 PART 1

SCENIC VIEW ESTATES
PHASE 1
I.N. 202302080002320



NOTE "A": The purpose of this plat is to show certain property, rights of way and easement boundaries as of the time of platting. At the request of zoning and planning authorities at the time of platting, this plat shows some of the limitations and requirements of the zoning code in effect on the date of filing this plat for reference only. The limitations and requirements may change from time to time and should be reviewed to determine the then current applicable use and development limitations of the zoning code as adopted by the government authority having jurisdiction. The then applicable zoning code shall control over conflicting limitations and requirements that may be shown as on this plat. This plat should not be construed as creating plat or subdivision restrictions, private use restrictions, covenants running with the land or title encumbrances of any nature, except to the extent specifically identified as such.

Line Type Legend	
	Existing Property Line
	Existing R/W Line
	Existing R/W Centerline
	Existing Easement Line
	Subdivision Boundary Line
	Lot Line
	R/W Line
	R/W Centerline
	Easement Line



B.L. = Building Line
D.E. = Drainage Easement
U.E. = Utility Easement

HAZELWOOD SECTION 5 PART 1

1
3

Situated in the State of Ohio, County of Licking, City of Pataskala, and in Lot 39, Quarter Township 2, Township 1, Range 14, United States Military Lands, containing 16.467 acres of land, more or less, said 16.467 acres being part of that tract of land conveyed to **PULTE HOMES OF OHIO LLC** by deed of record in Instrument Number 201601120000597, Recorder's Office, Licking County, Ohio.

The undersigned, **PULTE HOMES OF OHIO LLC**, a Michigan limited liability company, by **MATTHEW J. CALLAHAN**, Division Vice President of Land Acquisition, owner of the lands platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents its "**HAZELWOOD SECTION 5 PART 1**", a subdivision containing Lots numbered 252 to 285, both inclusive, and areas designated as Reserves "G", "H" and "I", does hereby accept this plat of same and dedicates to public use, as such, all of Burtwood Drive, Corylus Drive and Keela Drive shown hereon and not heretofore dedicated.

Easements are hereby reserved in, over and under areas designated on this plat as "Utility Easement", "Drainage Easement" or "Sidewalk Easement" for the construction, operation and maintenance of all public and quasi public utilities above and beneath the surface of the ground and, where necessary, for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage. Within those areas designated "Drainage Easement" on this plat, an additional easement is hereby reserved for the purpose of constructing, operating and maintaining major storm water drainage swales and or other storm water drainage facilities. No above grade structures, dams or other obstructions to the flow of storm water runoff are permitted within Drainage Easement areas as delineated on this plat unless approved by the Pataskala City Engineer. Within those areas designated "Sidewalk Easement" on this plat, an additional easement is hereby reserved for the construction and maintenance of a sidewalk for use by the public. Within those areas designated "Wetland Conservation Easement" on this plat, an easement is hereby reserved for the purposes described in Note "E" of sheet 2 of this plat.

The undersigned further agrees that any use or improvements made on this land shall be in conformity with all existing valid zoning, platting, health or other lawful rules and regulations including the applicable off-street parking and loading requirements of Pataskala, Ohio for the benefit of itself and all other subsequent owners or assigns taking title from, under or through the undersigned.

In Witness Whereof, **MATTHEW J. CALLAHAN**, Division Vice President of Land Acquisition of **PULTE HOMES OF OHIO LLC**, has hereunto set his hand this 5th day of JAN, 2018.

Signed and Acknowledged
In the presence of

Steve Peck
STEVE PECK

PULTE HOMES OF OHIO LLC

By Matthew J. Callahan
MATTHEW J. CALLAHAN,
Division Vice President of
Land Acquisition

Joel R. West
JOEL R. WEST

STATE OF OHIO
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared **MATTHEW J. CALLAHAN**, Division Vice President of Land Acquisition of **PULTE HOMES OF OHIO LLC**, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **PULTE HOMES OF OHIO LLC**, for the uses and purposes expressed herein.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this 5th day of JANUARY, 2018.

My commission expires _____

Stephen Peck
Notary Public,

State of Ohio



STEPHEN PECK
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
01-18-2022

Approved this 21 day of Dec.,
2017

Anthony
Director of Utility Services,
Pataskala, Ohio

Approved this 21 day of Dec.,
2017

hsh
Director of Public Services,
Pataskala, Ohio

Approved this 21 day of DEC.,
2017

Sam J. K.
City Administrator, Pataskala, Ohio

Approved this 21 day of DEC.,
2017

John A. Roberts
City Engineer, Pataskala, Ohio

Approved this 26 day of Dec.,
2017

Richard Baggio
Chairman, Planning and Zoning
Commission,
Pataskala, Ohio

Approved this 21 day of DEC.,
2017

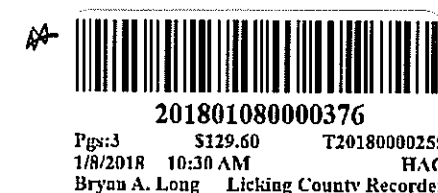
Att. H.
Director of Planning, Pataskala, Ohio

Transferred this 8 day of Jan.,
2018

Michael L. Smith
Auditor, Licking County, Ohio TR

Filed for record this _____ day of _____,
20____ at _____ M. Fee \$_____
File No. 44

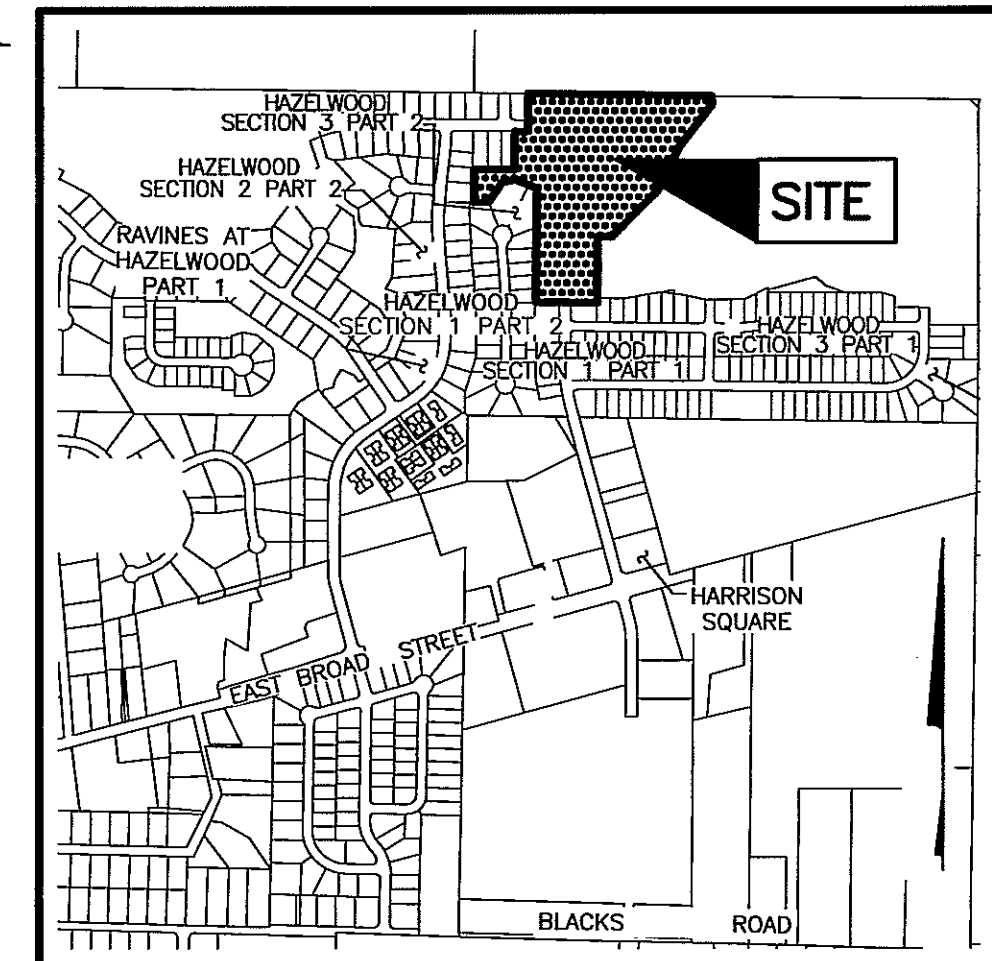
Bryan A. Long
Recorder, Licking County, Ohio



201801080000376
Fig-1 5129.60 T20180000255
1/8/2018 10:30 AM HAC
Bryan A. Long Licking County Recorder

Recorded this _____ day of _____,
20____

Plat Book _____, Pages _____



LOCATION MAP AND BACKGROUND DRAWING

NOT TO SCALE

SURVEY DATA:

BASIS OF BEARINGS: The bearings shown on this plat are based on the same meridian as the bearings used on the subdivision plat entitled "Beechwood Trails Section 6", of record in Plat Book 12, Page 33, Recorder's Office, Licking County, Ohio.

SOURCE OF DATA: The sources of recorded survey data referenced in the plan and text of this plat are the records of the Licking County, Ohio, Recorder.

IRON PINS: Iron pins, where indicated hereon, unless otherwise noted, are to be set and are iron pipes, thirteen sixteenths inch inside diameter, thirty inches long with a plastic plug placed in the top end bearing the initials EMHT INC.

PERMANENT MARKERS: Permanent markers, where indicated hereon, are to be one-inch diameter, thirty-inch long, solid iron pins, are to be set to monument the points indicated and are to be set with the top end flush with the surface of the ground and then capped with an aluminum cap stamped EMHT INC. Once installed, the top of the cap shall be marked (punched) to record the actual location of the point.

SURVEYED & PLATTED
BY



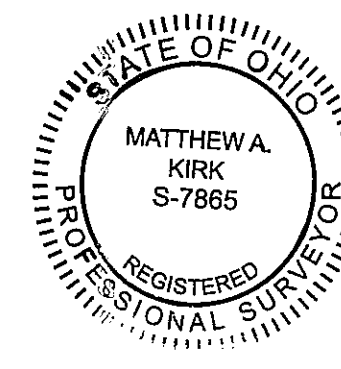
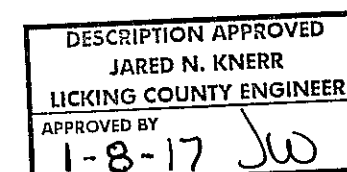
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are in feet and decimal parts thereof.

○ = Iron Pin (See Survey Data)
● = MAG Nail to be set
◎ = Permanent Marker (See Survey Data)

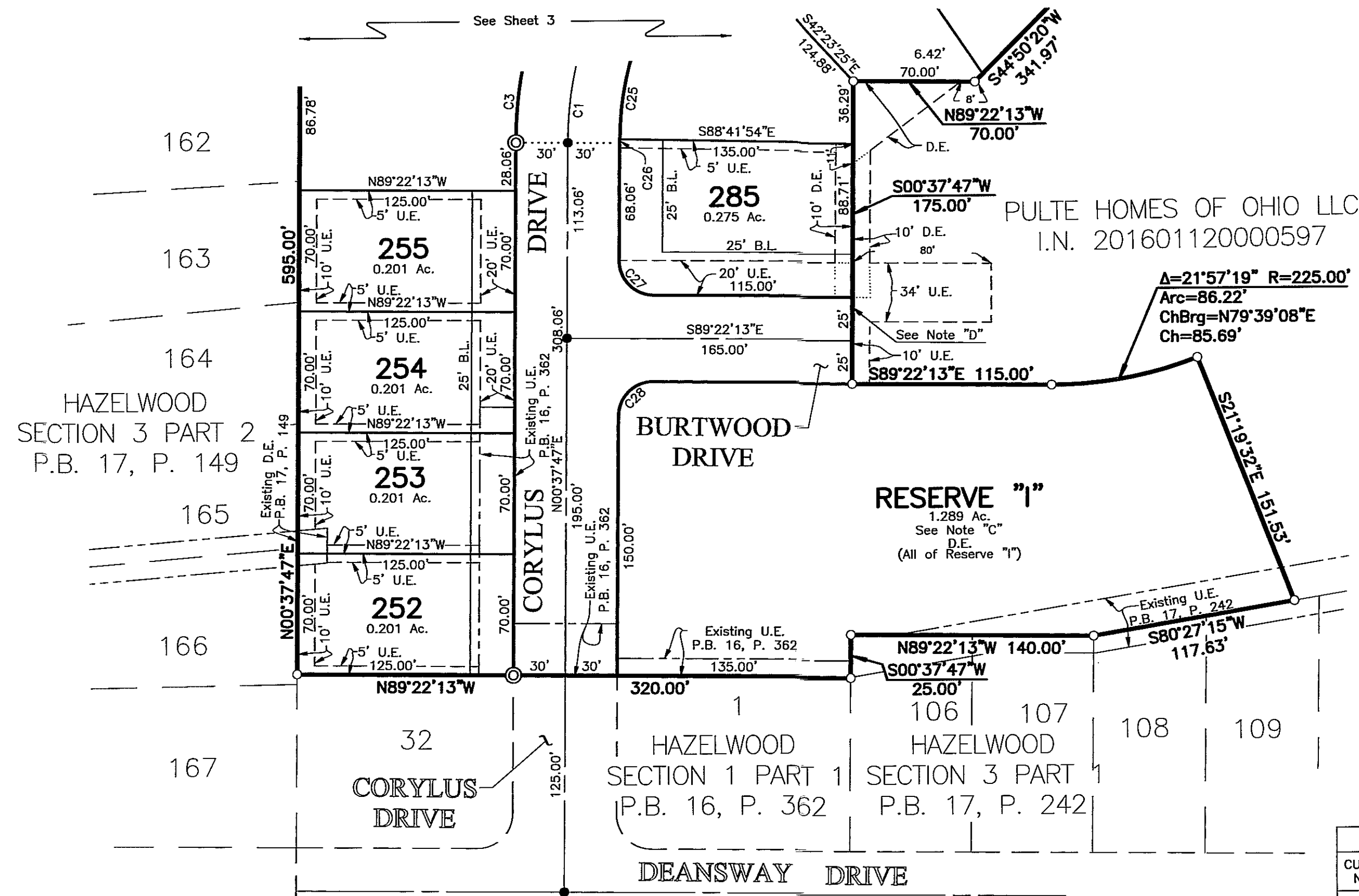
By Matthew A. Kirk
Professional Surveyor No. 7865

21 Dec 17
Date



HAZELWOOD SECTION 5 PART 1

2
3



NOTE "A": The purpose of this plat is to show certain property, rights of way and easement boundaries as of the time of platting. At the request of zoning and planning authorities at the time of platting, this plat shows some of the limitations and requirements of the zoning code in effect on the date of filing this plat for reference only. The limitations and requirements may change from time to time and should be reviewed to determine the then current applicable use and development limitations of the zoning code as adopted by the government authority having jurisdiction. The then applicable zoning code shall control over conflicting limitations and requirements that may be shown as on this plat. This plat should not be construed as creating plat or subdivision restrictions, private use restrictions, covenants running with the land or title encumbrances of any nature, except to the extent specifically identified as such.

NOTE "B" - STREAM CORRIDOR PRESERVATION ZONE: As required by the zoning code, no structure or building shall be placed upon, in or under the areas designated hereon as Stream Corridor Preservation Zone, nor shall any work, including, but not limited to, grading and clearing be performed thereon, which would alter the natural state or topography of such areas or damage any of the trees or vegetation thereon provided that nothing herein shall prohibit the removal of debris and dead woody vegetation from said Stream Corridor Preservation Zone. Within Lots 259, 260 and 261, said Stream Corridor Protection Zone shall be clearly marked by bollards placed on the side yard property lines and center of said lots. The owner of the fee simple title to each lot in which a portion of the Stream Corridor Preservation Zone is located shall maintain, in accordance with the foregoing provision, that portion of the Stream Corridor Preservation Zone that falls within the limits of said owner's lot.

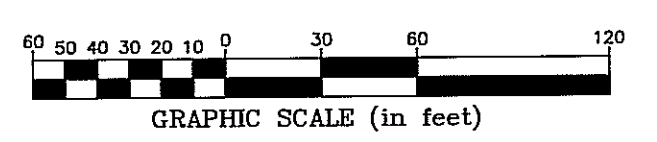
NOTE "C" - RESERVES "G", "H" and "I": All reserves shall be owned, managed, and repaired by an association comprised of the owners of the fee simple titles to the lots in the Hazelwood subdivisions. Storm water basins and storm water control facilities shall be located within the reserves for the use and benefit of the Hazelwood subdivisions. Such storm water basins and storm water control facilities shall be maintained and improved, as necessary, by the association to maintain proper storm water management and control.

NOTE "D": No vehicular access to be in effect until such time as the public street right-of-way is extended by plat or deed.

NOTE "E" - WETLAND CONSERVATION EASEMENT: The Wetland Conservation Easement shall be preserved in perpetuity from any development or disturbance for any purpose whatsoever, except as may be required by applicable law or governmental rule or regulation. By way of example, and not of limitation, the following activities and uses are explicitly prohibited.

- (a) **Construction.** The placement or construction of any man-made modifications such as buildings, structures, fences, roads and parking lots is prohibited.
- (b) **Cutting Vegetation.** Any cutting of trees, ground cover or vegetation, or destroying by means of herbicides or pesticides is prohibited; provided however, that any dead trees or branches which pose a safety hazard or danger to surrounding properties may be removed to the extent to abate such threat.
- (c) **Land Surface Alteration.** The removal of soil, sand, gravel, rock, minerals or other materials from the wetland areas, or doing any act that would alter the topography of the Wetland Areas shall be prohibited.
- (d) **Dumping.** Waste, garbage and unsightly or offensive materials are not permitted and may not be accumulated on the Wetland Areas.
- (e) **Water courses.** Natural water courses and streams and adjacent riparian buffers within the Wetland Areas may not be dredged, straightened, filled, channelized, impeded, diverted or otherwise altered.
- (f) **Other Activities.** Each and every other activity or project which might endanger the natural, scenic, biological, ecological integrity of the Wetland Areas shall be prohibited.

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	55°38'11"	220.00'	213.63'	N 28°26'53" E	205.33'
C2	55°30'16"	220.00'	213.12'	N 28°30'50" E	204.89'
C3	8°53'56"	250.00'	38.83'	S 05°04'45" W	38.79'
C4	15°03'20"	250.00'	65.69'	S 17°03'23" W	65.50'
C5	15°39'21"	250.00'	68.31'	S 32°24'43" W	68.10'
C6	16°01'35"	250.00'	69.93'	S 48°15'11" W	69.70'
C7	16°34'21"	190.00'	54.96'	S 47°58'47" W	54.77'
C8	38°55'55"	190.00'	129.10'	S 20°13'39" W	126.63'
C9	90°00'00"	20.00'	31.42'	S 44°14'18" E	28.28'
C10	39°37'19"	55.50'	38.38'	S 70°57'03" W	37.62'
C11	23°07'53"	55.50'	22.41'	S 62°42'20" W	22.25'
C12	56°13'41"	55.50'	54.47'	N 77°36'53" W	52.31'
C13	49°57'21"	55.50'	48.39'	N 24°31'22" W	46.87'
C14	45°46'46"	55.50'	44.34'	N 23°20'42" E	43.17'
C15	58°39'29"	55.50'	56.82'	N 75°33'49" E	54.37'
C16	25°29'27"	55.50'	24.69'	S 62°21'43" E	24.49'
C17	39°37'19"	55.50'	38.38'	S 69°25'39" E	37.62'
C18	90°00'00"	20.00'	31.42'	N 45°45'42" E	28.28'
C19	10°31'53"	250.00'	45.95'	N 06°01'39" E	45.89'
C20	14°30'23"	250.00'	63.30'	N 18°32'47" E	63.13'
C21	14°30'23"	250.00'	63.30'	N 33°03'10" E	63.13'
C22	14°30'23"	250.00'	63.30'	N 47°33'33" E	63.13'
C23	1°27'14"	250.00'	6.34'	N 55°32'21" E	6.34'
C24	13°11'17"	190.00'	43.73'	N 49°40'19" E	43.64'
C25	41°46'35"	190.00'	138.54'	N 22°11'24" E	135.49'
C26	0°40'19"	190.00'	2.23'	N 00°57'57" E	2.23'
C27	90°00'00"	20.00'	31.42'	N 44°22'13" W	28.28'
C28	90°00'00"	20.00'	31.42'	N 45°37'47" E	28.28'



S.C.P.Z. = Stream Corridor Preservation Zone
See Note "B"

W.C.E. = Wetland Conservation Easement
See Note "E"

D.E. = Drainage Easement

B.L. = Building Line

S.E. = Sidewalk Easement

U.E. = Utility Easement

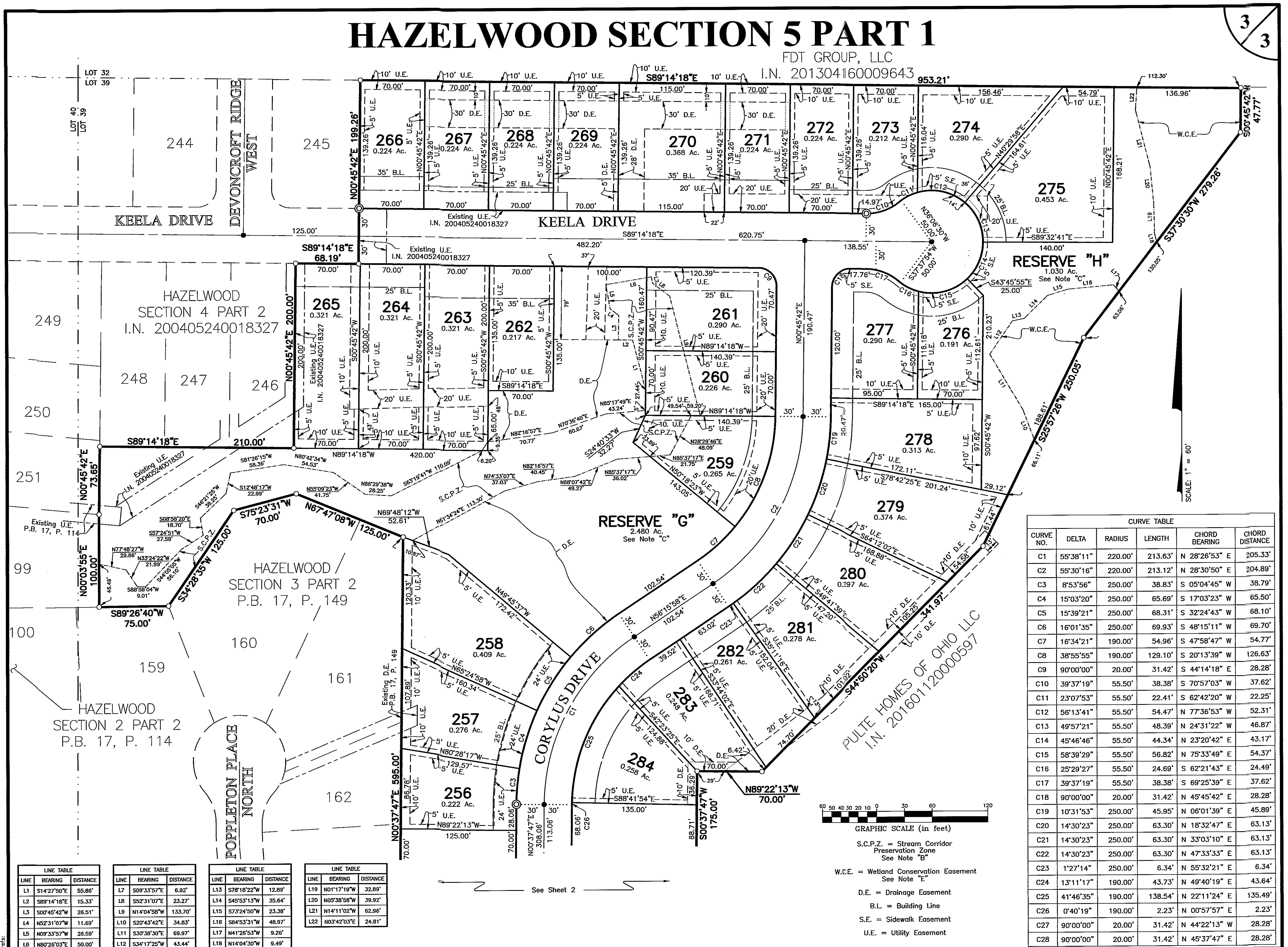
SCALE: 1" = 60'

J:\20160662\DWG\04SHEETS\PLAT\20160662-VS-PLAT-SEC5-PR1.DWG plotted by MUSTON, JOHN on 9/14/2017 3:50:34 PM last saved by JMASTON on 9/14/2017 3:42:11 PM Xref:

HAZELWOOD SECTION 5 PART 1

FDT GROUP, LLC

I.N. 201304160009643



SCALE: 1" = 60'

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	55°38'11"	220.00'	213.63'	N 28°26'53" E	205.33'
C2	55°30'16"	220.00'	213.12'	N 28°30'50" E	204.89'
C3	8°53'56"	250.00'	38.83'	S 05°04'45" W	38.79'
C4	15°03'20"	250.00'	65.69'	S 17°03'23" W	65.50'
C5	15°39'21"	250.00'	68.31'	S 32°24'43" W	68.10'
C6	16°01'35"	250.00'	69.93'	S 48°15'11" W	69.70'
C7	16°34'21"	190.00'	54.96'	S 47°58'47" W	54.77'
C8	38°55'55"	190.00'	129.10'	S 20°13'39" W	126.63'
C9	90°00'00"	20.00'	31.42'	S 44°14'18" E	28.28'
C10	39°37'19"	55.50'	38.38'	S 70°57'03" W	37.62'
C11	23°07'53"	55.50'	22.41'	S 62°42'20" W	22.25'
C12	56°13'41"	55.50'	54.47'	N 77°36'53" W	52.31'
C13	49°57'21"	55.50'	48.39'	N 24°31'22" W	46.87'
C14	45°46'46"	55.50'	44.34'	N 23°20'42" E	43.17'
C15	58°39'29"	55.50'	56.82'	N 75°33'49" E	54.37'
C16	25°29'27"	55.50'	24.69'	S 62°21'43" E	24.49'
C17	39°37'19"	55.50'	38.38'	S 69°25'39" E	37.62'
C18	90°00'00"	20.00'	31.42'	N 45°45'42" E	28.28'
C19	10°31'53"	250.00'	45.95'	N 06°01'39" E	45.89'
C20	14°30'23"	250.00'	63.30'	N 18°32'47" E	63.13'
C21	14°30'23"	250.00'	63.30'	N 33°03'10" E	63.13'
C22	14°30'23"	250.00'	63.30'	N 47°33'33" E	63.13'
C23	1°27'14"	250.00'	6.34'	N 55°32'21" E	6.34'
C24	13°11'17"	190.00'	43.73'	N 49°40'19" E	43.64'
C25	41°46'35"	190.00'	138.54'	N 22°11'24" E	135.49'
C26	0°40'19"	190.00'	2.23'	N 00°57'57" E	2.23'
C27	90°00'00"	20.00'	31.42'	N 44°22'13" W	28.28'
C28	90°00'00"	20.00'	31.42'	N 45°37'47" E	28.28'



GRAPHIC SCALE (in feet)

S.C.P.Z. = Stream Corridor Preservation Zone
See Note "B"

W.C.E. = Wetland Conservation Easement
See Note "E"

D.E. = Drainage Easement

B.L. = Building Line

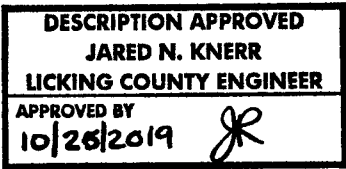
S.E. = Sidewalk Easement

U.E. = Utility Easement

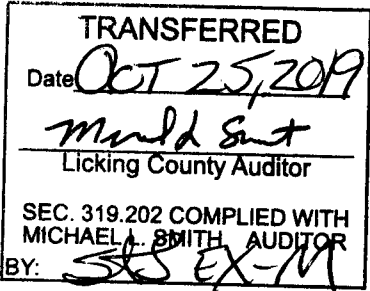
LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S14°27'50"E	55.88'	L7	S09°33'57"E	6.92'	L13	S78°18'22"W	12.89'	L19	N01°17'19"W	32.89'
L2	S89°14'18"E	15.33'	L8	S52°31'07"E	23.27'	L14	S45°53'13"W	35.84'	L20	N05°38'58"W	39.92'
L3	S00°45'42"W	26.51'	L9	N14°04'58"W	133.70'	L15	S73°24'50"W	23.38'	L21	N14°11'02"W	62.96'
L4	N52°31'07"W	11.69'	L10	S20°43'42"E	34.83'	L16	S84°53'31"W	48.97'	L22	N03°42'03"E	24.81'
L5	N09°33'57"W	26.59'	L11	S30°38'30"E	69.97'	L17	N41°04'30"W	9.26'			
L6	N80°26'03"E	50.00'	L12	S34°17'25"W	43.44'	L18	N14°04'30"W	9.49'			

See Sheet 2

J:\20160662\DWG\04SHEETS\PLAT\20160662-US-PLAT-SEC5-PR1.DWG plotted by MASTON, JOHN on 9/14/2017 3:51:23 PM last saved by JMASTON on 9/14/2017 3:42:11 PM



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Pgs:22 \$194.00 T20190019597
10/25/2019 1:08 PM BXBRIAN / PT
Bryan A. Long Licking County Recorder



SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that PULTE HOMES OF OHIO LLC, a Michigan limited liability company, with offices at 475 Metro Place S., Suite 200, Dublin, Ohio 43017, the Grantor herein, for the consideration of Ten Dollars (\$10.00) received to its full satisfaction of MATTHEW J. CALLAHAN, TRUSTEE, the Grantee, whose tax mailing address is 475 Metro Place S., Suite 200, Dublin, Ohio 43017, does, this 14th day of October, 2019, give, grant, bargain, sell, and convey unto the said Grantee, his successors and assigns forever, the following described premises:

Parcel 1

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

Being Lot Numbers Three Hundred Twenty-Eight (328) through Three Hundred Fifty-Eight (358), both inclusive, and area designated as Reserve "K" of HAZELWOOD SECTION 5 PART 2, as the same are numbered and delineated upon the recorded plat thereof, of record in Instrument No. 201908220017576, Recorder's Office, Licking County, Ohio.

Tax Parcel Nos.: 064-068322-00.456 (Lot 328), 064-068322-00.457 (Lot 329), 064-068322-00.458 (Lot 330), 064-068322-00.459 (Lot 331), 064-068322-00.460 (Lot 332), 064-068322-00.461 (Lot 333), 064-068322-00.462 (Lot 334), 064-068322-00.463 (Lot 335), 064-068322-00.464 (Lot 336), 064-068322-00.465 (Lot 337), 064-068322-00.466 (Lot 338), 064-068322-00.467 (Lot 339), 064-068322-00.468 (Lot 340), 064-068322-00.469 (Lot 341), 064-068322-00.470 (Lot 342), 064-068322-00.471 (Lot 343), 064-068322-00.472 (Lot 344), 064-068322-00.473 (Lot 345), 064-068322-00.474 (Lot 346), 064-068322-00.475 (Lot 347), 064-068322-

00.476 (Lot 348), 064-068322-00.477 (Lot 349), 064-068322-00.478 (Lot 350), 064-068322-00.479 (Lot 351), 064-068322-00.480 (Lot 352), 064-068322-00.481 (Lot 353), 064-068322-00.482 (Lot 354), 064-068322-00.483 (Lot 355), 064-068322-00.484 (Lot 356), 064-068322-00.485 (Lot 357), 064-068322-00.486 (Lot 358), 064-068322-00.001 (Reserve "K").

Prior Instrument Reference: Instrument No. 201601120000597, Recorder's Office, Licking County, Ohio.

Parcel 2

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

Being Lot Numbers Three Hundred Thirteen (313) through Three Hundred Twenty-Seven (327), both inclusive, of HAZELWOOD SECTION 6 PART 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Instrument No. 201908140016773, Recorder's Office, Licking County, Ohio.

Tax Parcel Nos.: 064-068322-00.441 (Lot 313), 064-068322-00.442 (Lot 314), 064-068322-00.443 (Lot 315), 064-068322-00.444 (Lot 316), 064-068322-00.445 (Lot 317), 064-068322-00.446 (Lot 318), 064-068322-00.447 (Lot 319), 064-068322-00.448 (Lot 320), 064-068322-00.449 (Lot 321), 064-068322-00.450 (Lot 322), 064-068322-00.451 (Lot 323), 064-068322-00.452 (Lot 324), 064-068322-00.453 (Lot 325), 064-068322-00.454 (Lot 326), 064-068322-00.455 (Lot 327).

Prior Instrument Reference: Instrument No. 201601120000597, Recorder's Office, Licking County, Ohio.

Subject to all conditions, easements, liens, encumbrances, and restrictions of record, and all taxes and assessments not yet payable, which Grantee herein assumes and agrees to pay.

The Grantor hereby covenants with the Grantee and his successors and assigns that the premises are free and clear of all liens and encumbrances whatsoever created by or under the Grantor except (a) real estate taxes and assessments, if any, not

presently due and payable, (b) zoning and building laws, ordinances, and regulations, (c) legal highways, (d) restrictions, conditions, and easements of record, and all other liens and encumbrances of record or otherwise affecting such premises; and that the Grantor will forever warrant and defend the premises, with the appurtenances, unto the Grantee and his successors and assigns against the lawful claims of all persons claiming through the Grantor except as above noted.

In pursuance of a general plan for the protection, benefit, and mutual advantage of all lots described above and of all persons who now are or may hereafter become owners of any of said lots or parts thereof, and as part of the consideration for this conveyance, the Grantor executes and delivers this deed, and the Grantee accepts the same, subject to each and all of the following reservations, restrictions, conditions, easements, covenants, obligations, and charges (hereinafter collectively called "Restrictions") which are for the mutual benefit and protection of and shall be enforceable by any of the present or future owners of said lots and other lots in the Hazelwood subdivision with similar restrictions including, but not limited to, lots described in: (i) Instrument No. 200603090006724; (ii) Instrument No. 200409160033528; (iii) Instrument No. 200211050041959; (iv) Instrument No. 200209190034933; (v) Instrument No. 200204090013551; (vi) Instrument No. 201604120006937; (vii) Instrument No. 201802210003285; and (viii) Instrument No. 201905140009284, Recorder's Office, Licking County, Ohio.

It is intended and understood that all or part of the premises described in this Special Warranty Deed shall be conveyed back to the Grantor. Such re-conveyance or

any transfer or conveyance which may result in the same person acquiring all of the premises or more than one lot shall not result in a merger of the interest so as to result in the extinguishment of the Restrictions, it being the intent of the Grantor that the Restrictions remain at all times in full force and effect notwithstanding any such event.

I. DEFINITIONS

A. "Annual Assessment" -- amount to be paid to the Association by each Owner annually.

B. "Assessments" -- collectively referring to Annual Assessments, Lot Assessments and Special Assessments.

C. "Association" -- Hazlewood [sic] Association, Inc., an Ohio non-profit corporation formed by Grantor, its successors and assigns.

D. "Association Governing Documents" -- these Restrictions, the articles of incorporation, code of regulations, by-laws and any and all procedures, rules, regulations or policies adopted by the Association or its Board.

E. "Board" -- the board of trustees of the Association.

F. "Common Expenses" -- expenses incurred in owning, maintaining, or improving the Common Property, or in operating the Association pursuant to the Association Governing Documents.

G. "Common Property" -- all real and personal property now or hereafter acquired, pursuant to these Restrictions or otherwise, and owned by the Association for the common use and the enjoyment of the Owners, or for the operation of the Association.

H. "Entrance Feature Area" the entrance features described in Article IX, Paragraph E of these Restrictions.

I. "Grantor" -- Pulte Homes of Ohio LLC and any officer, successor or assign thereof to which Grantor specifically assigns any of its rights under these Restrictions by a written instrument.

J. "Improvements" -- all buildings, outbuildings, garages and structures; overhead, aboveground and underground installations, including without limitation,

utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools; tennis and all other types of permanently installed recreational courts, fixtures and facilities; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, patios and porches, and all other structures of every type.

K. "Lot" -- a discrete parcel of real property identified upon the recorded subdivision plat of the Property, or recorded re-subdivision thereof and any other discrete parcel of real property designated as a Lot by Grantor, excluding the Common Property and any portion of the Property dedicated for public use.

L. "Lot Assessment" -- an assessment that the Board may levy against one or more Lots to reimburse the Association for costs incurred on behalf of those Lot(s), or the Owner or occupants thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner of those Lots; costs of additional insurance premiums reasonably allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other charges reasonably determined to be a Lot Assessment by the Board.

M. "Manager" -- the person or entity retained by the Board to assist in the management of the Association as set forth in Section IV, Paragraph F of the Restrictions.

N. "Member" -- any person or entity entitled to membership in the Association, as provided for in Article III.

O. "Owner" -- the record owner, whether one or more persons or entities, of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as security for performance of an obligation, and also excluding the Grantor.

P. "Property" -- the premises described on page one, such additional property as may be annexed by amendment to these Restrictions, other sections of Hazelwood that have been or will in the future be developed by Grantor and subjected to these Restrictions, or property that is owned in fee simple by the Association, together with all easements and appurtenances.

Q. "Reserve Fund" -- the fund that may be established pursuant to Article V.

R. "Rules" -- the rules and regulations governing use of the Property and the Common Property, as may be established by the Board from time to time pursuant to Article IV.

S. "Special Assessment" -- an assessment levied by the Association through its Board, against all Lots pursuant to Article V, to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures, unanticipated operating deficiencies, or any other purpose determined appropriate by the Board in furtherance of its functions hereunder.

T. "State" -- the State of Ohio.

U. "Turnover Date" -- the date on which Grantor relinquishes its exclusive right to appoint all members of the Board, which date shall be no later than the date Grantor closes on the sale of the last Lot it owns in the Hazelwood subdivision, as it may be ultimately enlarged by the annexation of additional phases.

II. GOALS

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

- A. Compliance with all zoning and similar governmental regulations;
- B. Promotion of the health, safety and welfare of all Owners and residents of the Property;
- C. Preservation, beautification and maintenance of the Property and all Improvements; and
- D. Establishment of requirements for the development and use of the Property.

III. MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner shall be deemed to have a membership in the Association. Membership is a right appurtenant to and inseparable from an Owner's fee simple title in a Lot, and such right of membership shall automatically transfer to any transferee of fee simple title to a Lot at the time such title is conveyed or at such time as a land installment contract is entered and recorded for the conveyance of fee simple title. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an Owner's membership. No Owner, whether one or more persons, shall have more than one membership per Lot owned. In the event an Owner consists of more than one person, such persons shall have one membership in the Association as tenants in common.

B. Governance. Voting and all other matters regarding the governance and operation of the Association shall be set forth in the Association Governing Documents.

IV. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. Common Property.

1. Grantor may, from time to time, at Grantor's option, convey to the Association for the use and benefit of the Association and the Members, real or personal property, or any interest therein, as part of the Common Property in the nature of an easement appurtenant to the Property. The Association shall accept title to any interest in any real or personal property transferred to it by Grantor. The Association, subject to the rights of the Owners set forth in these Restrictions and the Association Governing Documents, and subject also to budget limitations and the business judgment rule, shall be responsible for the exclusive management and control of the Common Property, if any, and all improvements thereon, and shall keep that property in good, clean, attractive, and sanitary condition, order and repair.

2. Subject only to budgetary limitations and the Board's right to exercise its reasonable judgment, the Association shall operate, maintain, repair and replace entry feature(s) in the Entrance Feature Area and on all other Common Property and shall keep the Entrance Feature Area in good, clean and attractive condition, order and repair. The Association by its Board, shall have the right to establish and enforce rules and regulations pertaining to the operation, maintenance and use of the Entrance Feature Area.

B. Personal Property and Real Property for Common Use. The Association may acquire, hold, manage, operate, maintain, improve, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Grantor.

C. Cost-Sharing Agreements. The Association may enter into cost-sharing agreements with other home owners' associations pursuant to which the Association agrees to share in the cost of maintaining, repairing and replacing entranceway features, landscaping, storm water retention facilities, mounding, fencing and any other improvements that benefit the Property or the members of the Association.

D. Rules and Regulations. The Association may make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with these Restrictions and the Association Governing Documents. The Association shall have the power to impose sanctions on Owners, including without limitation: (1) reasonable monetary fines which shall be considered Lot Assessments; (2) suspension of the right to vote as a Member of the Association; and (3) suspension of the right to use the Common Property or any part of the Common Property. In

addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing any provision of these Restrictions, any other Association Document, or any Rules, against any Owner, tenant, guest or invitee of any Owner, the amount so expended shall be due and payable by such Owner as set forth in Section V(F), and shall be included as a Lot Assessment against such Owner's Lot.

E. Implied Rights. The Association may exercise any other right or privilege given to it expressly by the laws of the State and these Restrictions, and every other right or privilege reasonably implied from the existence of any right or privilege granted in these Restrictions, or reasonably necessary to effect any such right or privilege.

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

G. Insurance.

1. The Association shall obtain and maintain a comprehensive policy of public liability insurance insuring the Association, the trustees, and the Owners and occupants, with such coverage and limits as the trustees may determine, covering claims for personal injury and/or property damage arising by reason of acts or omissions by or on behalf of the Association or otherwise.

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

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

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

I. Books; Records. Upon reasonable request of any Member, the Association shall be required to make reasonably available for inspection by any Member all books, records and financial statements of the Association.

V. ASSESSMENTS

A. Reserve Fund. The Board, at its discretion, may establish and maintain a Reserve Fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association, and/or repairing and maintaining Common Property or components thereof.

B. Types of Assessments. Subject to the option described in Section V(C), the Grantor, for each Lot owned, covenants and agrees, and each Owner, by accepting a deed to a Lot, is deemed to covenant and agree, to pay to the Association the following assessments: (1) Annual Assessments; (2) Special Assessments; and (3) Lot Assessments. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Property or by abandoning his/her Lot. Annual and Special Assessments shall be fixed at a uniform rate for all Lots.

C. Annual Assessments. The Board shall annually estimate the Common Expenses and the expenses, if any, it expects the Association to incur in the Association's next ensuing fiscal year for the maintenance, operation and management of the Association (which may include amounts, if any, for the Reserve Fund -- as may be determined by the Board), and shall assess each Owner of a Lot an Annual Assessment equal to such estimated expenses divided by the total number of Lots. The Annual Assessments shall be paid in accordance with the procedures set forth in the Association Governing Documents and the Rules. Notwithstanding the foregoing to the contrary, prior to the date that Grantor relinquishes its right to appoint members of the Board as set forth in the Association Governing Documents (the "Turnover Date"), Grantor may elect to pay the Annual, Special or Lot Assessments applicable to Lots owned by Grantor or in lieu thereof, not pay such Annual Assessments, and to instead pay any deficit incurred in operating the Association, determined annually.

D. Special Assessments. The Board may levy against all Lot(s) and Owners a Special Assessment to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures and not to be paid out of the Reserve Fund; unanticipated operating deficiencies or any other purpose determined appropriate by the Board in furtherance of its functions hereunder.

E. Lot Assessments. The Board may levy a Lot Assessment against any Lot(s) and the Owner(s) thereof to reimburse the Association for costs incurred on behalf of the Lot(s), or as a consequence of any act or omission by any Owner, occupant, or invitee, including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other fines and charges reasonably determined to be a Lot Assessment by the Board. Upon its determination to levy a Lot Assessment, the Board shall give the affected Owner(s) written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Lot Assessment, 10 days prior to the effective date of the levy of any Lot Assessment. The Board may levy a Lot Assessment in the nature of a fine reasonably determined by the Board against the Lot of any Owner who violates the Rules, or any provision of the Association Governing Documents, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules or any provision of the Association Governing Documents, including these Restrictions.

F. Remedies.

1. Late Charge. If any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board may charge interest from and after that date at the lesser of the rate of twelve percent (12%) per annum or the highest rate permitted by law, together with an administrative collection charge of Twenty-five Dollars (\$25.00).

2. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including reasonable attorneys' fees shall become the personal obligation of the Owner(s) beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute an action at law on behalf of the Association against the Owner(s) personally obligated to pay any delinquent assessment. Except upon the commencement of a foreclosure by a bona fide first-mortgage lender, an Owner's personal obligation for a Lot's delinquent Assessments shall also be the personal obligation of his/her successors in title who acquire an interest after any Assessment becomes due and payable and both such Owner and his/her successor in title shall be jointly and severally liable therefor. Except as otherwise provided herein, the transfer of an interest in a Lot other than by foreclosure by a holder of a bona fide first-mortgage lender shall neither impair the

Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

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

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

VI. MAINTENANCE

A. Maintenance by Association. Subject only to budgetary limitations and the right of the Board to exercise reasonable business judgments, the Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Common Property and all personal property used in connection with the operation of the Common Property.

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

would adversely affect the safety and usefulness of the Common Property. Each Owner shall maintain those portions of his/her Lot that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in these Restrictions.

C. Right of Association to Repair Lot. If any Owner fails to maintain his/her Lot in the manner required herein, and said Lot remains in disrepair for a period of 30 days after notification by the Grantor or the Association to said Owner, and if the Board determines that any maintenance of that Lot is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Property by Owners, to prevent damage to or destruction of any other part of the Common Property or to comply with the Rules or the terms of these Restrictions, then the Board may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance and the Board may levy a Lot Assessment for all reasonable expenses incurred.

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

VII. ARCHITECTURAL STANDARDS

All Property at any time subject to these Restrictions shall be governed and controlled by the provision of this article.

A. Design Review Board. The Design Review Board shall be a board consisting of three (3) persons. Until the Turnover Date, Grantor shall have the sole and exclusive right to appoint and remove all three members of the Design Review Board at will. After the Turnover Date, the Board shall have the right to appoint all three members to the Design Review Board at will. The Design Review Board shall have the exclusive authority, by action of two or more of the members thereof, at a private or public meeting to determine the architectural standards which shall govern the construction of Improvements on the Property. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause his/her Lot and any occupant thereof to comply with the standards adopted by the Design Review Board. No Improvement shall be placed, erected or installed on the Property, and no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) shall be commenced or continued until and unless the Owner first obtains the written approval thereof of the Design Review Board and otherwise complies with all provisions of these Restrictions.

B. Modifications. Except as otherwise provided in these Restrictions, the Design Review Board shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to the Property. No person shall construct any Improvement on any Lot, including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, or install any permanent recreational device, without the prior written consent of the Design Review Board. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Board for its approval. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of his/her residence.

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of these Restrictions, the Design Review Board shall have the authority to grant reasonable variances from the provisions of Article VIII, provided that the activity or condition is not prohibited by applicable law; and provided further that, in their judgment, the variance is in the best interest of the community and is within the spirit of the standards of the Design Review Board. No variance granted pursuant to this section shall constitute a waiver of any provision of these Restrictions as applied to any other person or any other part of the Property.

D. Improvements by Grantor. Notwithstanding the foregoing to the contrary, all Improvements and landscaping constructed by the Grantor or its partners, members or shareholders shall be deemed to comply in all respects with the requirements of the Design Review Board.

VIII. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Grantor, its members and every Owner or occupant, their heirs, successors and assigns, as well as their family members, guests, and invitees.

A. Use of Lots. No Lot shall be used except for residential purposes; provided, however, that the foregoing shall not prohibit the operation of builders' model homes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling not to exceed two and one-half stories in height, and each such dwelling shall have a two-car attached garage. No bi-level homes shall be permitted in the subdivision. As used herein, "bi-level home" shall mean a home having two levels with an integral garage on the lower level. No home shall be constructed on any Lot having a garage with a lower elevation than the street elevation such that the garage and/or driveway are depressed below the finished grade of the Lot. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either

temporarily or permanently, provided, however, that nothing herein shall prevent the use of trailers or temporary buildings by builders for construction management and related uses during the construction of homes within the Property.

B. Use of Common Property. The Common Property may be used only in accordance with the purposes for which they are intended and for any reasonable purposes incidental to the residential use of the Property. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants, and shall comply with the provisions of these Restrictions, all other Association Governing Documents, the laws of the State, and the Rules.

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

D. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (1) marketing signs installed by the Grantor and its members while marketing the Lots and residences for sale; (2) street and identification signs installed by the Association or the Grantor; and (3) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale.

E. Animals. No person may keep, breed, board or raise any animal, livestock, reptile, or poultry of any kind for breeding or other commercial purpose on any Lot, or in or upon any part of the Common Property, unless expressly permitted by the Rules.

F. Nuisances. No noxious or offensive trade shall be permitted on the Property or within any dwelling located on the Property. No soil shall be removed for any commercial purpose.

G. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property, without the prior written approval of the Board.

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

I. Hotel/Transient Uses; Leases. No Lot may be used for hotel or transient uses, including without limitation, uses in which the occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders. All leases shall be in writing and shall be subject to these Restrictions, the other Association Governing Documents, and the Rules.

J. Vehicles. The Board is hereby granted the power and the authority to create and enforce reasonable rules concerning placement and the parking of any vehicle permitted on the Property, so long as those rules are consistent with, and do not amend, any of the terms of the restriction in this section. In addition to its authority to levy Lot Assessments as penalties for the violation of such rules, the Board shall be authorized to cause the removal of any vehicle violating such rules.

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

For the purpose of this section, the terms "truck" and "prohibited commercial vehicle" shall include all vehicles that have a length of more than 21 feet; all vehicles that include any visible exterior or unenclosed storage of tools or materials (except no more than two (2) visible ladders). Dump trucks, tow trucks, flat bed car hauling trucks, panel trucks and vans larger than one-ton capacity, pickup trucks larger than one ton capacity and semi type tractors and trailers, shall in every instance be considered to be to be a prohibited truck and/or a prohibited commercial vehicle. For the purpose of this section, the word "trailer" shall include landscaping trailer, open bed trailer, trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of personal property, whether resting on wheels, jacks, tires or other foundation.

Furthermore, no automobile, truck, or other motor-driven vehicle, or trailer, in a condition where it is unlicensed, unregistered, apparently inoperable, extensively damaged, disabled, dismantled, or otherwise not in a condition to be lawfully operated upon the public highway, or any vehicle component or part, shall be placed, parked or stored in any visible location on or in front of a Lot or residence for a period of time longer than thirty (30) days. After this time the vehicle, trailer or part shall be deemed to be a nuisance, and shall be removed.

K. Trash. Except for the reasonably necessary activities of the Grantor or its members during the original development of the Property, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers, and screened from view.

L. Antennae. No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be installed or maintained on the Property except for satellite receiving dishes 24" in diameter or smaller which cannot be seen from any street.

M. Utility Lines. All utility lines on the Property shall be underground, subject only to the requirements of governmental authorities having jurisdiction and utility companies.

N. Tanks. No tanks for the storage of propane gas, fuel oil or any other combustible substance shall be permitted to be located above or beneath the ground of any Lot except that propane gas grills are permitted.

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

P. Mailbox. Grantor may designate and require a curb side mailbox for each Lot, with a design and composition that will provide uniformity to the subdivision. Each mailbox shall have the street numbers for the Lot on each side of such mailbox. If the mailbox is damaged, destroyed or deteriorates, then each Owner, at such Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailbox.

Q. Yard Lights and Lamp Posts. All yard lights and lamp posts shall conform to the standards set forth by the Design Review Board.

R. Fencing. Fences or walls are permitted in accordance with the following requirements:

1. Fences or walls shall be constructed of wood, approved plastic, stone or brick only, and in no event shall chain link or other metal or wire fencing be permitted.

2. No fence or wall shall be constructed in excess of four (4) feet above finished grade.

3. Fences or walls shall not be located closer to the street than a line parallel to the street and extending from the rear corner of the home, and in no event shall fences be located closer to any street than the building line shown on the recorded plat, except for ornamental railings, walls or fences not exceeding three (3) feet in height located on or adjacent to entrance platforms or steps.

4. Fences installed by Grantor or the Association within any common area or landscape or entry easement area shall not be subject to the provisions of Paragraphs 1, 2, or 3, above, and Grantor or the Association shall have the right to maintain or replace such fencing.

S. Swimming Pools. No above-ground swimming pool extending twelve (12) inches or more above the finished grade of the Lot shall be permitted upon any Lot except that this Section VIII(S) shall not be intended to prohibit the installation of a hot tub or sauna. In the event an in-ground swimming pool is installed on a Lot and applicable governmental safety regulations require a fence of a height greater than provided for under Section VIII(R) above, then such higher fence shall be permitted notwithstanding any provision of said Section VIII(R) to the contrary, provided such higher fence shall be subject to prior written approval of the Design Review Board as to design and location on the Lot. All other restrictions set forth in Section VIII(R), including but not limited to construction and construction material, setbacks and repair and maintenance shall extend to any fencing around in-ground pool areas.

T. Miscellaneous. The following structures and improvements shall not be permitted on any Lot in the Subdivision: (1) outdoor clotheslines; and (2) window air conditioning units on any window facing the street.

IX. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Property. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Property, and a right of access to and from his/her Lot, which rights shall be appurtenant to, and shall pass with the title to, his/her Lot, subject to the terms and limitations set forth in these Restrictions, subject to the Rules. An Owner may delegate his/her rights of access and enjoyment to family members, occupants, guests and invitees.

B. Right of Entry for Repair. The duly authorized agents, officers, contractors, and employees of the Association shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of performing the Association's rights or obligations set forth in these Restrictions. The Association may enter any Lot to remove or correct any violation of these Restrictions or the Rules, or to maintain, repair, and replace the Common Property, but only during reasonable hours

and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency.

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

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

E. Entry Feature. An easement was granted, declared and reserved by a Special Warranty Deed of record at Instrument No. 200204090013551 in favor of the Grantor and the Association over, under and upon a portion of Lot 26 of Section 1 Part 1 of Hazelwood subdivision (the "Entrance Feature Area"), to construct, repair, reconstruct and maintain an entry feature(s) and other improvements. The easement shall run with the land and shall be binding on all future Owners of Lots encumbered by the Entrance Feature Area except as hereinafter set forth.

X. MISCELLANEOUS

A. Term. These Restrictions shall bind and run with the land for a term of 30 years from and after the date that these Restrictions are filed for recording with the Recorder of Licking County, Ohio and thereafter shall automatically renew forever for successive periods of ten (10) years each, unless earlier terminated by the vote of a majority of all of the Members, at a meeting scheduled and conducted for that purpose.

B. Enforcement. These Restrictions may be enforced by any proceeding at law or in equity by the Grantor, any member of Grantor, any Owner, the Association, the Design Review Board, and each of their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any covenant, restriction, or rule to restrain and/or to enjoin violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees) in connection with any violation. The failure or forbearance to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of these rights.

C. Amendments. Until the Turnover Date, Grantor may, in its sole and absolute discretion, unilaterally amend these Restrictions at any time and from time to time, without the consent of any other Owners. Any such amendment may impose covenants, conditions, restrictions and easements upon the Property in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of the Property. After the Turnover Date, Grantor may unilaterally amend these Restrictions, without the consent of any other Owners, if such amendment is: (1) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order; (2) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (3) necessary to conform to the requirements of United States Federal Housing Administration, or (4) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner thereof has consented to such amendment in writing. No amendment may remove, revoke, or modify any right or privilege of Grantor without the written consent of Grantor or the assignee of such right or privilege. Grantor shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to these Restrictions at any time and from time to time by executing and recording in the appropriate governmental office an amendment to these Restrictions specifying that such additional property is part of the Property. An amendment to these Restrictions made by Grantor shall not require the joinder or consent of the Association, other Owners, mortgagees or any other person. In addition, such amendments to the Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Grantor, to reflect and address the different character or intended development of any such additional property.

In addition, these Restrictions may be amended or modified after the Turnover Date with the approval of Owners holding not less than two-thirds (2/3) of the voting power of all Owners in the Association, provided that the consent of all Owners shall be required for any amendment which effects a change in the voting power of any Owner, the method of allocating Common Expenses among Owners, or the

fundamental purpose for which the Association is organized. Any amendment to these Restrictions adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in these Restrictions by the president and the secretary of the Association, and shall contain their certifications that the amendment was duly adopted in accordance with the requirements of this paragraph. Any amendment so adopted and executed shall be effective upon the filing of the same with the Recorder of Licking County, Ohio.

D. Grantor's Rights to Complete Development. Grantor, and the members of Grantor, shall have the right to: (1) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (2) construct or alter Improvements on any property owned by Grantor; (3) construct and maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Grantor or the Association; or (4) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Property. Further, Grantor shall have the right of ingress and egress through the streets, paths and walkways located in the Property for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained in these Restrictions shall limit the rights of Grantor or require Grantor to obtain approval to: excavate, cut, fill or grade any property owned by Grantor or to construct, alter, remodel, demolish or replace any Improvements on any Common Property or any property owned by Grantor as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or require Grantor to seek or obtain the approval of the Association or the Design Review Board for any such activity or Improvement on any Common Property or any property owned by Grantor. Nothing in this section shall limit or impair the reserved rights of Grantor as elsewhere provided in these Restrictions.

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

1. Any proposed amendment of these Restrictions;
2. Any proposed termination of the Association; and
3. Any default under these Restrictions which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

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

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

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

H. Enforcement; Waiver. Failure of the Grantor, any member of Grantor, the Association or any Owner to enforce any provision of these Restrictions or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement by the Association of these Restrictions or the Rules.

I. Captions. The caption of each article, section and paragraph of these Restrictions is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of these Restrictions.

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

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused the execution of these Restrictions as of the date first above written.

PULTE HOMES OF OHIO LLC,
a Michigan limited liability company

By: Matthew J. Callahan
Matthew J. Callahan, Division Vice
President Land Acquisition

STATE OF OHIO,
COUNTY OF FRANKLIN, SS:

The foregoing instrument was executed and acknowledged before me this 14
day of October, 2019, by Matthew J. Callahan, Division Vice President
Land Acquisition of Pulte Homes of Ohio LLC, a Michigan limited liability company, on
behalf of the company.



JENNIFER S. SMITH
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
09-17-2024

Jennifer S. Smith
Notary Public

This Instrument Prepared By:

David G. Gentry, Esq.
Gentry Law Group, LLC
2000 W. Henderson Rd., Suite 355
Columbus, Ohio 43220
(614) 929-5151
david@gentrylawgroup.com

DESCRIPTION APPROVED
JARED N. KNERR
LICKING COUNTY ENGINEER

Approved By JM Oct 31, 2023
01140760818376269000

TRANSFERRED

Oct 31, 2023
Michael L. Smith
LICKING COUNTY AUDITOR
SEC 319.902 COMPLIED WITH
MICHAEL L. SMITH
By: OCB 990.00

InstrID:202310310020012	10/31/2023
Pages:2 F: \$34.00	10:06 AM
Bryan A. Long	T20230021646
Licking County Recorder	

GENERAL WARRANTY DEED

JOHNATHAN D. DYER, Unmarried, of Licking County, Ohio, the grantor in the following deed, for valuable consideration paid, grants with general warranty covenants, to **BEDA NIROULA and BENITA NIROULA, Husband and Wife**, for their joint lives, remainder to the survivor of them, whose address is 1795 Keela Drive, Pataskala, OH 43062, the following **REAL PROPERTY**: Situated in the County of Licking in the State of Ohio, and City of Pataskala

Being Lot Number Two Hundred Sixty-Nine, (269), in Hazlewood Section 5, Part 1, as the same is numbered and delineated upon the recorded plat thereof, of record in Instrument Number 201801080000376, recorder's office, Licking County, Ohio.

Parcel #: 064-068322-00.326

Property Address: 1795 Keela Drive, Pataskala, OH 43062

Tax Mailing Address: P.O. Box 650530, Dallas, TX 75265-0530

Prior Instrument Reference: Instrument No. 201901220001296 Recorder's Office, Licking County, Ohio.

Grantee is responsible for all taxes due after the date of this conveyance.

EXCEPTIONS TO WARRANTIES: Except all easements, leases, conditions, zoning ordinances, right of ways, legal highways, restrictions and reservations of record; and all coal, oil, gas, and other mineral rights and interest previously transferred or reserved of record, if any; and except real estate taxes and assessments, which are now or may hereafter become a lien on said premises.

Witness his hand this 27th day of October, 2023.

Signed and acknowledged in the presence of:




JOHNATHAN D. DYER

State of Ohio)
County of Franklin) ss:

BE IT REMEMBERED, That on this 27th day of October 2023, before me, the subscriber, a Notary Public in and for said county, personally came **JOHNATHAN D. DYER, Unmarried**, the Grantor in the foregoing Deed, and acknowledged the signing thereof to be his voluntary act and deed.

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

This instrument was prepared by:
Roger L. Weaver, Esq.
25 E. Waterloo St.
Canal Winchester, OH 43110
(614) 834-1750
Return after filing to Roger L. Weaver


Notary Public
 DENISE M. NEWMAN
Notary Public, State of Ohio
My Commission Expires:
July 23, 2025

Auditor's and Recorder's Stamps

* See Section 5302.05 and 5302.06 Ohio Revised Code