



Commissioner Kevin L. Boyce • Commissioner Marilyn Brown • Commissioner John O'Grady  
President

Economic Development & Planning Department  
James Schimmer, Director

# Technical Review Committee Agenda

Franklin County Engineer's Office  
970 Dublin Road  
Columbus, OH 43215

March 27, 2018  
1:30 p.m.

## 1. New Business

### A. Planning Commission

#### i. 691-V&PP – Matt Brown

<b>Applicant:</b>	Advanced Civil Design, Inc. – Tom Warner
<b>Owner:</b>	Romanelli & Hughes Building Company
<b>Township:</b>	Jefferson Township
<b>Subdivision</b>	Woodland Creek
<b>Site:</b>	0 Waggoner Road (PID #170-000074)
<b>Acreage:</b>	32.02- acres
<b>Request:</b>	Requesting a Variance from Sections 402.01 and 502.15 of the Franklin County Subdivision Regulations and Preliminary Plan approval of a 29 lot single-family subdivision that will include homes with basements in poorly drained soils and fail to provide the required right-of-way for an uncurbed street.

#### ii. ZON-18-02 – Brad Fisher

<b>Applicant:</b>	Matt Robert
<b>Owner:</b>	Howley Capital, LLC
<b>Agent:</b>	Matt Koppitch
<b>Township:</b>	Clinton Township
<b>Site:</b>	1165 Chambers Rd. (PID#130-000332)
<b>Acreage:</b>	0.330-acres
<b>Utilities:</b>	Private water and public wastewater
<b>Request:</b>	Requesting to rezone from the Limited Industrial (LI) district to the Select Commercial Planned District (SCPD).

**iii. ZON-18-03 – Brad Fisher**

<b>Owner/Applicant:</b>	A-7 Travel Solutions Inc.
<b>Agent:</b>	Jackson B. Reynolds
<b>Township:</b>	Pleasant Township
<b>Site:</b>	7280 Stahl. (PID#230-000218)
<b>Acreage:</b>	1.860-acres
<b>Utilities:</b>	Private water and wastewater
<b>Request:</b>	Requesting to amend the existing Select Commercial Planned District to allow an accessory building to expand in size.

**B. Board of Zoning Appeals**

**i. AP-3899 – Phil Ashear**

<b>Owner/Applicant:</b>	Gary & Teresa Horn
<b>Agent:</b>	Al Bordelon
<b>Township:</b>	Franklin Township
<b>Location:</b>	2079 Frank Rd. (PID #140-001597)
<b>Acreage:</b>	0.979-acres
<b>Utilities:</b>	Public water and wastewater
<b>Request:</b>	Requesting an appeal under Section 110.043(3) of the Franklin County Zoning Resolution to allow the expansion of a non-conforming use in an area zoned Rural.

**ii. VA-3900 – Phil Ashear**

<b>Owner/Applicant:</b>	Gary & Teresa Horn
<b>Agent:</b>	Al Bordelon
<b>Township:</b>	Franklin Township
<b>Location:</b>	2079 Frank Rd. (PID #140-001597)
<b>Acreage:</b>	0.979-acres
<b>Utilities:</b>	Public water and wastewater
<b>Request:</b>	Requesting a Variance from Sections 302.041, 512.02(2) and 541 of the Franklin County Zoning Resolution to allow for the lot to exceed maximum lot coverage, maximum accessory building size, and deviate from sign regulations.

**iii. VA-3901 – Phil Ashear**

<b>Owner/Applicant:</b>	Steven Poth
<b>Township:</b>	Pleasant Township
<b>Location:</b>	6120 Graessle Rd. (PID #230-000003)
<b>Acreage:</b>	1.606-acres
<b>Utilities:</b>	Private water and wastewater
<b>Request:</b>	Requesting a Variance from Sections 512.02(2) and 512.02(2(a)) of the Franklin County Zoning Resolution to allow the construction of an accessory building that exceeds the maximum permitted accessory building size and will not be located to the side or rear of the principal structure in an area zoned Rural.

**2. Adjournment of Meeting to April 24, 2018.**



Total Number of Lots Proposed: 29 Total Area: 32.02 acres

Average Lot Dimension: 100 feet by 150 feet Typical Lot Area: 0.34 acre(s)

Reserve Areas: 17.8 acres Streets: 2.86 acres Open Space: - acres

Current Zoning? Planned Suburban Residential Number of Proposed Final Plat Phases: 1

Type of Water Supply Proposed: Jefferson Township Sewer & Water District

Type of Wastewater Disposal Proposed: Jefferson Township Sewer & Water District

Will the Subdivision Have Sidewalks? Y Curb/gutter? Y

**Is a Variance to the Franklin County Subdivision Regulations requested? YES NO**  
**If YES, Variance application form must be attached with the Preliminary Plan application.**

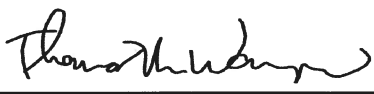
Twenty (20) copies of the Preliminary Plan, including the E&S Plan, are submitted with this application.

The undersigned acknowledges this Preliminary Plan application does not constitute a Subdivision Plat application and understands the filing deadlines and meeting schedules associated with this request. Approval of a Preliminary Plan does not constitute acceptance of any public improvements shown. Such acceptance can only be made in conjunction with Final Plat requirements and procedures specified in the Franklin County Subdivision Regulations. The Subdivision Plat is not considered filed until a Final Plat application is submitted and accepted, in accordance with the Subdivision Regulations of Franklin County, Ohio.

To the best of my knowledge and belief, information and materials submitted as a part of this Preliminary Plan application are correct, complete and accurate. The Franklin County Technical Review Group members are hereby granted permission to enter the property for inspection and review purposes.

Property Owner's Signature 

Date: 03 / 14 / 18

Engineer's Signature 

Date: 03 / 14 / 18

## **EROSION AND SEDIMENT CONTROL POLICY**

### Franklin County Subdivision Regulations

#### **General:**

Per the Franklin County Subdivision Regulations, an Erosion and Sediment Control Plan shall be required for major subdivisions, may be required for other development and shall conform with the *Ohio Department of Natural Resources, Division of Soil and Water Conservation manual, "Rainwater and Land Development."* Implementation of approved erosion control measures should precede earth-disturbing activities. The Ohio Environmental Protection Agency (OPEA) may also have jurisdiction over earth-disturbing activities.

#### **Purpose:**

The erosion and sediment (E&S) control plan is required for the purpose of reducing pollution to public and/or private water by sediment from accelerated soil erosion associated with construction activity.

#### **E&S Control Plan Requirements:**

The E&S plan shall be a separate sheet, be a part of subdivision improvement plans, provide information regarding the entire site and shall include the following:

1. Vicinity Map – Map locating the site in relation to the surrounding area. Indicate the location of receiving waters.
2. Work Limits – Indicate the limits of earth-disturbing activity; include borrow, spoil and stockpile areas.
3. Existing Topography – The existing contours of the entire site and adjacent land should be shown on the plan. Changes to the existing contours should also be shown on the plan. A topographic map should contain an appropriate scale and contour interval to clearly depict the topography of the site.
4. Existing Vegetation – Show existing tree lines, unique vegetation and areas that may affect erosion and sediment controls. Existing vegetation shall remain along waterways: minimum width of buffer strip on each side of the stream shall be two and one-half times the stream width measured from the top of the streambank or 50 feet, whichever is greater.
5. Soils – Show boundaries of the different soil types. A table relating relevant information concerning their limitations for the proposed use may be necessary. Information pertaining to the limitations of soil type can be determined from the Franklin County Soil Survey and Soil Potential Index.

Topsoil shall be segregated and stockpiled during grading of the site and be reapplied before the establishment of permanent vegetation.

6. Existing Drainage Patterns – Drainage patterns should be evident on the plan. Include off-site areas susceptible to sediment deposits or to erosion caused by accelerated runoff, as well as off-site areas affecting potential accelerated runoff and erosion. Indicate size of drainage area contributing to the site. Include any known

existing agriculture field tiles that may be present on the site. Any subsurface drainage tiles encountered during development shall be rerouted or connected into the subdivision's drainage system to ensure that these systems will continue drain upland properties.

7. Special Notes for Critical Areas – Give details and specifications for practices protecting streams, steep slopes, designated trees or stands of trees, etc.
8. Site Development – Show all planned locations of buildings, parking facilities, roads, utilities, easements, etc. Existing structures and facilities should also be shown.
9. Location of Practices – Show the location of all erosion and sediment control and stormwater management practices to be used on-site. Include measures that are to be utilized temporarily or permanently.

Temporary sediment basins and/or traps are to be utilized as the primary means of trapping sediment on site. They should be situated within the lowest points of elevation along the perimeter of the property and also adjacent to waterways whose headwaters originate upslope of the property. Enough land must be reserved to accommodate sediment basins and/or traps sized at 67 cubic yards of storage volume per acre of drainage area. (Note: this is not the same as per acre disturbed acre or per acre of the site). If permanent stormwater management ponds are proposed for the site, they must be retrofit to serve as sediment basins during active construction periods. Basins and traps shall be installed prior to any grading of the site.

Sediment barriers shall be installed to intercept sheet runoff from disturbed areas that do not drain into sediment basins or traps.

Vegetative practices shall be utilized on all disturbed areas within seven days if they are to remain dormant (undisturbed) for more than 45 days. Disturbed areas within 50 feet of any stream shall be stabilized within seven days.

10. Surface Water Locations - Show locations of springs, wetlands, streams, lakes, etc., on or within 200 feet of the site.
11. Detailed Drawings – Any structural practices used should be explained and illustrated with detailed drawings. Detailed drawings should be included for only those practices used on-site.
12. Specifications for Stabilization – Specifications for temporary and permanent seeding, mulching, construction entrances, etc., should be given. Include seeding mixtures and rates, lime and fertilizer application rates, and type and quantity of mulching for both temporary and permanent stabilization.
13. Construction Sequence – Provide a schedule relating the implementation of erosion and sediment control practices and stormwater management practices to major construction operations. By properly scheduling the construction, both the extent of exposed ground and the duration of exposure can be minimized.

Example of Construction Sequence:

1. Clearing and grubbing for those areas necessary for installation of sediment basins and traps and perimeter controls.
  2. Installation of sediment basin/traps and perimeter control.
  3. Continuation of clearing and grubbing within the areas designated to be disturbed.
  4. Road grading.
  5. Sewer and utility installation.
  6. Final grading.
  7. Application of permanent vegetative cover.
14. Maintenance and Inspection – Provide notes and information regarding maintenance for each practice to ensure continued performance.
15. Plan Reference Data – Title, scale, direction, legend and date shall be provided on all plans. The plan should also include name, address and telephone number of person(s) preparing the plan, as well as the owner of the property.

**Plan Review and Enforcement:**

1. Plan Review and Site Inspection – During and at the end of the construction of the subdivision street(s), utilities, etc., the erosion and sedimentation (E&S) control practices will be monitored by the Franklin Soil and Water Conservation District (FSWCD) personnel. The FSWCD personnel, based on a cooperative agreement with the Franklin County Commissioners and Franklin County Engineer, are responsible for plan review and approval will make periodic site inspections to ensure compliance. During inspections it may be determined that other erosion control practices, not already specified on this plan, may be necessary due to unforeseen environmental conditions and/or changes in drainage patterns caused by earth-moving activity.
2. Enforcement – Several milestones are reached at the end of the development process, which will be utilized to ensure proper placement of required conservation practices per the above.
  - A. Release of Surety – No surety, all or in part, will be released until the Franklin County Engineer’s office is notified by FSWCD staff that the E&S practices, as previously approved, are in place and are properly functioning.
  - B. “Progress Letter” – The “progress letter” from the Franklin County Engineer to the Franklin County Development Department (providing assurance that street construction has been sufficiently and properly completed such that commencement of house construction is appropriate) will be forwarded only after assurance is received indicating all approved E&S practices are in place and are properly functioning.
  - C. Street Completion – The transfer and acceptance of any street for public purpose will occur only after assurance is received that all approved E&S practices are in place and are properly functioning.

- D. Building Permits and Inspections – The Franklin County Development Department, in cooperation with the FSWCD, reserves the right to withhold the issuance of building permits and inspections at any time during the homebuilding phase of the project until assurance is received that all approved erosion and sediment control practices are in place and are properly functioning.
- E. The Franklin County Planning Commission, in cooperation with the Franklin County Prosecuting Attorney's office and the FSWCD, reserve the right to pursue necessary legal actions at any time during the construction phases of the project to ensure compliance with the approved E&S control plan.

**STATEMENT OF UNDERSTANDING**

I understand and accept the responsibility to plan for and complete the required erosion and sediment control practices and hereby recognize them as an integral part of the subdivision named Woodland Creek.

I will notify the FSWCD a minimum of three (3) work days prior to any land disturbance and will attend a preconstruction meeting with personnel from the FSWCD to review the implementation of the erosion control plan.



\_\_\_\_\_  
Signature of Subdivider/Developer

03 / 14 / 18  
Date

148 W. Schrock Road

\_\_\_\_\_  
Address of Subdivider/Developer

Westerville, Ohio 43081

\_\_\_\_\_

614-891-2042

\_\_\_\_\_  
Telephone Number



# VARIANCE or APPEAL APPLICATION

for unincorporated Franklin County

Franklin County Development Department – Franklin County Planning Commission  
150 S. Front Street, FSL Suite 10 Columbus, OH 43215 Phone: (614) 525-3094

to be completed by FCPC Staff

Date Submitted: 3 / 15 / 18

Received By: Matt Brown

Application No.: 691-V Fee: \$700.00

FCPC Date: 4 / 11 / 18

## Property Owner/Subdivider/or Agent

Signature: Vincent Romanelli

Date: 03 / 14 / 18

Romanelli & Hughes Building Company c/o  
Name: Advanced Civil Design, Inc. Mr. Thomas Warner

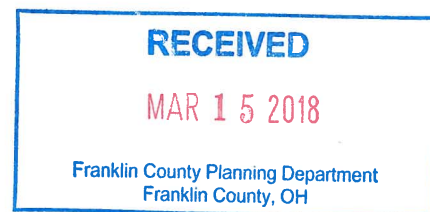
Address: 148 Schrock Road

City, State, Zip: Westerville, Ohio 43081

Phone No: (614) 891 - 2042

Section numbers(s) of the county subdivision regulations and a brief description of variance(s) or appeal(s) requested:

VARIANCES TO THE FOLLOWING SECTIONS ARE BEING REQUESTED. SEE ATTACHED SHEET FOR BRIEF DESCRIPTION OF EACH VARIANCE REQUEST:  
402.01 POORLY DRAINED SOILS  
405.07 RIPARIAN SETBACK ESTABLISHED  
502.15 STREET CLASSIFICATION AND DESIGN



Use a separate sheet to present additional description or information explaining why you feel the FCPC should grant the requested variance(s) or appeal(s).

402.01 POORLY DRAINED SOILS

AN AREA OF POORLY DRAINED SOILS EXISTS ALONG THE EXISTING DITCH THAT TRAVERSES THROUGH THE PROPERTY. THE SOIL CLASSIFICATION IN THIS AREA IS DENOTED AS "Pm" AND IDENTIFIED AS PEWAMO SILTY CLAY LOAM. THE POORLY DRAINED SOIL AREA RESIDES ON AND AFFECTS SEVENTEEN OF THE PROPOSED TWENTY NINE LOTS FORMALLY IDENTIFIED AS LOTS 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 & 25. PER FRANKLIN COUNTY DEVELOPMENT SECTION 402.01, STRUCTURES BUILT IN AREAS WITH THE "Pm" (PEWAMO SILTY CLAY LOAM) SOIL CLASSIFICATION ARE PROHIBITED FROM CONSTRUCTING BASEMENTS OR LOWER LEVELS.

DUE TO THE INTENDED PRICE POINTS AND SQUARE FOOTAGES, THE PROPOSED HOMES WITHIN THIS DEVELOPMENT ARE PLANNED TO BUILD BASEMENTS/LOWER LEVELS. AS SUCH, A SPECIALIZED PERIMETER FOUNDATION DRAINAGE SYSTEM SHALL BE REQUIRED TO BE CONSTRUCTED AS PART OF THE BUILDING CONSTRUCTION ON THE IDENTIFIED LOTS AFFECTED BY THE POORLY DRAINING SOIL AREA. THE SPECIALIZED PERIMETER FOUNDATION DRAINAGE SYSTEM SHALL BE DESIGNED AND INSTALLED TO SUFFICIENTLY REMOVE ANY EXCESS DRAINAGE THAT MAY ADVERSELY AFFECT THE PROPOSED STRUCTURES FOUNDATION SYSTEM.

THIS VARIANCE REQUEST IS SUBMITTED TO ALLOW BASEMENTS TO BE CONSTRUCTED IN THE POORLY DRAINED SOIL AREAS AND AFFECTED LOTS, PUSUANT TO THE PERMITTED BUILDINGS MEETING THE REQUIREMENTS OF PROVIDING A FOUNDATION SYSTEM ADEQUATE TO CONTROL DRAINAGE WITHIN THE "Pm" SOIL CLASSIFICATION AREAS.

405.07 RIPARIAN SETBACK ESTABLISHED

PER SECTION 405.07 A TOTAL WIDTH OF 50 FEET IS THE REQUIRED SETBACK DISTANCE FOR THE EXISTING UNNAMED TRIBUTARY RUNNING THROUGH THIS PROJECT. FURTHER CLARIFICATION FROM THE COUNTY PLANNING COMMISSION INDICATES THAT "TOTAL WIDTH" MEANS 50 FEET AS MEASURED ON ONE SIDE OF THE TRIBUTARY FROM THE HIGH WATER MARK OR TOP OF BANK. THE RIPARIAN SETBACKS REQUIRED AT THAT TIME THIS PLAN WAS ORIGINALLY APPROVED (2012) WERE 25 FEET OR HALF THE DISTANCE OF THE NEW REQUIREMENTS THAT WERE PUBLISHED IN APRIL, 2012. THE INCREASED RIPARIAN SETBACK DISTANCE FROM 25 FEET TO 50 FEET NOW CREATES AN ENCROACHMENT CONDITION ON LOTS 7, 8, 14, 19, 20 & 21 AND AT BOTH OF THE STORMWATER MANAGEMENT BASINS.

TO ADDRESS THE INCREASED RIPARIAN SETBACK WIDTHS AND ENCROACHMENTS THE PROJECT IS NOW EXPERIENCING DUE TO THE LATEST COUNTY REQUIREMENTS, THE PROPOSED STORMWATER BASINS HAVE BEEN REPOSITIONED TO AVOID ANY ENCROACHMENTS IN THE RIPARIAN SETBACK. HOWEVER DUE TO REQUIRED LOT SIZES/DIMENSIONS, DEVELOPMENT STANDARDS AND OVERALL LAYOUT CONSTRAINTS, THE ACTUAL LOT LAYOUT AND STREEET ALIGNMENTS CANNOT BE REVISED WITHOUT REQUIRING REDUCTIONS IN BUILDABLE AREA. REDUCTION IN BUILDABLE AREA CANNOT BE ACCOMMODATED WITH THE DEVELOPMENT COSTS REQUIRED FOR THE PUBLIC IMPROVEMENTS.

TO ADDRESS THE RIPARIAN SETBACK ENCROACHMENTS ON LOTS 7, 8, 14, 19, 20 & 21, WE ARE REQUESTING A VARIANCE TO ALLOW THE RIPARIAN SETBACK TO ENCROACH THE IDENTIFIED LOTS. A PROPOSED COMBINED DRAINAGE / CONSERVATION EASEMENT IS SHOWN TO BE ESTABLISHED ON THE AFFECTED LOTS TO FURTHER PROTECT THE RIPARIAN ZONE. THIS PROPOSED EASEMENT AREA WILL PROHIBIT ANY DISTURBANCES OR BUILDINGS BEING PERMITTED WITHIN THE EASEMENT AREA. THE COMBINED EASEMENT AREA WILL BOTH PRESERVE THE RIPARIAN SETBACK ZONE AND ALSO ADD AN ADDITIONAL TEN FOOT BUFFER ON THE LEADING EDGE WHERE REAR LOT DRAINAGE WILL BE COLLECTED AND ROUTED TO THE BASINS. THE EASEMENT AREAS ARE PLANNED TO BE TURNED OVER TO THE COUNTY FOR OWNERSHIP AND MAINTENANCE RESPONSIBILITIES.

#### 502.15 STREET CLASSIFICATION AND DESIGN

PER SECTION 502.15, LOCAL UNCURBED STREET SECTIONS SHALL REQUIRE A 60 FOOT RIGHT-OF-WAY. THE PROJECT INCLUDES A SHORT SECTION OF UNCURBED ROADWAY PROPOSED IN A 50 FOOT RIGHT-OF-WAY WHICH OCCURS IN THE TRANSITION AREA FROM THE ENTRANCE BOULEVARD TO THE PROPOSED CULVERT CROSSING. WE ARE REQUESTING TO ALLOW THIS APPROXIMATE 200 LINEAL FOOT SECTION OF ROADWAY TO REMAIN IN THE 50 FOOT PROPOSED RIGHT-OF-WAY.

SINCE THIS SECTION OF STREET IS IN A TRANSITIONAL AREA, THERE IS LITTLE OPPORTUNITY FOR THE SECTION TO BE DEVELOPED AS A FULL DRAINAGE SECTION. A LARGE PERCENTAGE OF THIS STREET SECTION WILL HAVE TO TRANSITION SIDE SLOPES AROUND THE CULVERT CROSSING AND HEADWALLS. AS SUCH, WE FEEL THE 50 FOOT RIGHT-OF-WAY WIDTH IS ADEQUATE TO ADDRESS THE DRAINAGE CONDITION WITHIN THE 200 LINEAL FOOT TRANSITION SECTION AND AROUND THE PROPOSED CULVERT CROSSING.

# JEFFERSON TOWNSHIP PRELIMINARY DEVELOPMENT PLAN FOR WOODLAND CREEK 2018

**NOTE A. DEVELOPMENT STANDARDS:**

THE LAND IS ZONED PLANNED RESIDENTIAL DISTRICT (PRD). THERE ARE NUMEROUS ADVANTAGES TO PLANNED DISTRICT ZONING, INCLUDING THE PREDICTABILITY WHICH COMES FROM COMPREHENSIVELY PLANNING LARGE TRACTS OF LAND SOON AS THIS. THIS APPROACH ALLOWS THE DEVELOPER TO PRESERVE SOME OF THE UNIQUE CHARACTERISTICS OF THE PROPERTY. THE PLAN CAN ALSO INCORPORATE SOME OF THE EXISTING UNIQUE FEATURES OF THE SITE. MOST IMPORTANTLY, THE PLANNED DISTRICT ZONING GIVES THE TOWNSHIP MORE CONTROL OF THE DESIGN AND BUILDING STANDARDS FOR THIS DEVELOPMENT, ENSURING THAT WHAT IS COMMITTED TO IS WHAT IS BUILT. THESE STANDARDS WILL ENSURE THE LEVEL OF QUALITY THE TOWNSHIP IS SEEKING FOR THIS SITE. THE FOLLOWING PROPOSED DEVELOPMENT STANDARDS GUIDE THE DEVELOPMENT ACTIVITIES OF THIS COMMUNITY:

**NOTE B. EXISTING SOIL CONDITIONS:**

THE EXISTING SITE AREA IS CURRENTLY COVERED IN EXISTING TREE STANDS AND WOODLAND VEGETATION. AN AREA OF POORLY DRAINED SOILS EXISTS ALONG THE EXISTING DITCH THAT TRAVELERS THROUGH THE PROPERTY. THE SOIL CLASSIFICATION IN THIS AREA IS INDICATED AS "m" AND IS REFERRED AS PERMANENT SLIPLY CLAY LOAM. THE PLANNED DISTRICT ZONING GIVES THE TOWNSHIP MORE CONTROL OF THE DESIGN AND BUILDING STANDARDS FOR THIS DEVELOPMENT, ENSURING THAT WHAT IS COMMITTED TO IS WHAT IS BUILT. THESE STANDARDS WILL ENSURE THE LEVEL OF QUALITY THE TOWNSHIP IS SEEKING FOR THIS SITE. THE FOLLOWING PROPOSED DEVELOPMENT STANDARDS GUIDE THE DEVELOPMENT ACTIVITIES OF THIS COMMUNITY:

THE PROPOSED HOMES WITHIN THIS DEVELOPMENT ARE PLANNED TO BUILD BASEMENTS/OTHER LEVELS, AS SUCH, A SPECIALIZED PERIMETER FOUNDATION DRAINAGE SYSTEM SHALL BE REQUIRED TO BE CONSTRUCTED AS PART OF THE BUILDING CONSTRUCTION ON THE IDENTIFIED LOTS AFFECTED BY THE POORLY DRAINING SOIL AREA. THE SPECIALIZED PERIMETER FOUNDATION DRAINAGE SYSTEM SHALL BE DESIGNED AND INSTALLED TO SUFFICIENTLY REMOVE ANY EXCESS DRAINAGE THAT MAY ADVERSELY AFFECT THE PROPOSED STRUCTURES FOUNDATION SYSTEM. A VARIANCE REQUEST IS INCLUDED IN THIS APPLICATION TO ALLOW THE BASEMENTS TO BE CONSTRUCTED IN THE POORLY DRAINED SOIL AREA AND AFFECTED LOTS.

**NOTE C. RIPARIAN SETBACKS:**

THE EXISTING DRAINAGE DITCH INTERSECTING THE PROPERTY IS A PROTECTED WATERWAY WHICH REQUIRES A 50 FOOT RIPARIAN SETBACK BE ESTABLISHED ON EACH SIDE OF THE WATERWAY. THE 50 FOOT DIMENSION HAS BEEN ESTABLISHED ON THE DEVELOPMENT AND IS MEASURED FROM THE TOP OF BANK ON EACH SIDE OF THE WATERWAY. THE 50 FOOT RIPARIAN SETBACK ZONE IS ESTABLISHED SUBDIVIDED INTO LOTS 7, 8, 14, 19, 20 & 21. THE ENCROACHMENT OCCURS AT THE REAR YARDS OF THE LOTS WHERE AN ESTABLISHED DRAINAGE EASEMENT IS ALSO REQUIRED FOR REAR YARD DRAINAGE SHOULDS AND STORM SEWER DRAIN PIPES. THE DRAINAGE EASEMENT IN THE REAR YARDS OF THE LOTS BEING AFFECTED BY THE RIPARIAN SETBACK HAVE BEEN ENLARGED IN SIZE TO ENCOMPASS BOTH THE REQUIRED DRAINAGE WAY AND THE AREA OF SLEIGHT RIPARIAN AREA ENCROACHMENT. THESE "TRIPLE-D" EASEMENT AREAS ARE IDENTIFIED ON THE DEVELOPMENT PLAN AS DRAINAGE AND CONSERVATION EASEMENT AREAS. THE EASEMENT LANGUAGE FOR THESE LOTS SHALL BE DEVELOPED WITH THE EXPRESS INTENT OF NOT ALLOWING ANY DISTURBANCE OR CONSTRUCTION TO OCCUR WITHIN THE RIPARIAN SETBACK AREAS.

**NOTE D. BUILDING DATA:**

NUMBER OF UNITS: NOT TO EXCEED 28 SINGLE FAMILY HOME SITES  
 MINIMUM LOT SIZE: 15,000 SQ. FT.  
 MINIMUM WIDE: 50 FT. MINIMUM  
 BUILDING HEIGHT: 35 FEET MAXIMUM  
 FRONT LOT WIDTH: 100 FEET MINIMUM AT THE BUILDING LINE  
 SETBACK FRONT YARDS: 25' MINIMUM  
 SETBACK REAR YARDS: 10' MINIMUM PER SIDE FOR BUILDINGS; PROVIDED, HOWEVER, DRIVERSWAYS MAY BE BUILT NO CLOSER THAN 3' TO THE SIDE LOT LINE.  
 SETBACK SIDE YARDS: 10' MINIMUM PER SIDE FOR BUILDINGS; PROVIDED, HOWEVER, DRIVERSWAYS MAY BE BUILT NO CLOSER THAN 3' TO THE SIDE LOT LINE.

ALL HOMES WILL BE CONSTRUCTED OF ALL NATURAL MATERIALS.

**NOTE E. STREET DESIGN:**

ALL STREETS SHALL BE DESIGNED TO THE FRANKLIN COUNTY SUBDIVISION REGULATIONS AND PER THE TYPICAL STREET SECTIONS SHOWN HEREON.

**NOTE F. STREET TREES / PLANTING:**

NO STREET TREES WILL BE INSTALLED ALONG THE NEW PUBLIC STREET, TO ENHANCE THE LESS FORMAL WOODED NATURE OF THE DEVELOPMENT. AT LEAST TWO TREES WILL BE RANDOMLY INSTALLED IN THE FRONT YARDS, UNLESS EXISTING TREES GREATER THAN 3 INCH CALIPER ARE PRESERVED IN THE YARD. TREE TYPES WILL BE VARIED TO BE CONSISTENT WITH VARYING TREE TYPES IN THE LOT.  
 EXISTING TREES WITHIN THE RESERVE AREAS AND ALONG WAGGONER ROAD WILL BE MAINTAINED TO THE EXTENT PRACTICABLE.

**NOTE G. UTILITY INFRASTRUCTURE:**

ALL LOTS ARE TO BE SERVED BY CENTRAL SEWER AND WATER SERVICE FROM JEFFERSON TOWNSHIP SEWER AND WATER DISTRICT. NO WATER WELLS ARE TO BE INSTALLED ON THE PROPERTY. THE FRANKLIN COUNTY ENGINEER'S OFFICE HAS CONFIRMED THE ENTRY ROAD INTERSECTIONS AND THE FACT THAT NO TRAFFIC STUDY IS REQUIRED FOR THIS DEVELOPMENT, DUE TO THE CURRENT WAGONER LANE WIDTHS ON WAGONER ROAD, THE WEST SIDE OF WAGONER ROAD IS TO BE WIDENED FOR THE LENGTH OF THE PROPERTY WITH AN ASPHALT OVERLAY AS SPECIFIED BY THE FRANKLIN COUNTY ENGINEER'S OFFICE.

**NOTE H. STORM DRAINAGE:**

STORMWATER MANAGEMENT WILL BE PROVIDED BY TWO RETENTION BASINS ON THE WESTERN EDGE OF THE PROPERTY. THE BASINS WILL CONTAIN AREAS OF RAISED GARDEN & BENCH-RESTORATION AND NESTLING STRUCTURES FOR WATER QUALITY TREATMENT IN ADDITION TO CONTROLLING FLOOD CONSTRUCTION RUN-OFF VELOCITIES. FINAL SIZES AND LOCATIONS REQUIRED WILL BE DETERMINED CONCURRENT WITH FINAL ENGINEERING.  
 THE TWO RETENTION BASINS AND ALL CONNECTING DRAINAGE WAYS INCLUDING THE STORM SEWER INFRASTRUCTURE WILL BE OWNED AND MAINTAINED BY THE FRANKLIN COUNTY ENGINEER'S OFFICE. DRAINAGE EASEMENTS FOR RIGHTS-OF-WAY ARE TO BE GRANTED FOR PERPETUAL ACCESS BY FRANKLIN COUNTY AS SHOWN ON THE APPLICABLE PLAN SHEETS OF THIS DEVELOPMENT PLAN.

SUBJECT TO APPROVAL OF THE FRANKLIN COUNTY ENGINEER'S OFFICE AND OHIO ENVIRONMENTAL PROTECTION AGENCY, THE DITCH RUNNING FROM WAGONER ROAD TO THE SOUTHWEST CORNER OF THE PROPERTY SHALL BE CLEANED UP TO IMPROVE FLOW CHARACTERISTICS OF THE CHANNEL. THE PROPOSED WORK WILL CONSIST SOLELY OF "HAND WORK" TO REMOVE ONLY WOODY LOGS, MATERIAL, OR CURBS BELOW THE DITCH HIGH WATER MARK OR TOP OF BANK. NO DREDGING WITH LARGE EQUIPMENT SHALL BE PERMITTED. ADDITIONALLY THE DITCH RUNNING FROM THE SOUTHWEST CORNER OF THE PROPERTY TO HANCOCK CORNERS ROAD SHALL BE INCLUDED IN THE CHANNEL CLEANUP OPERATION. HOWEVER, GRANTS OF ACCESS BY ADJACENT PRIVATE LAND OWNERS WILL BE REQUIRED PRIOR TO WORKING IN THIS SECTION. THE FRANKLIN COUNTY ENGINEER'S OFFICE AND JEFFERSON TOWNSHIP WILL ADVISE DEVELOPER IN OBTAINING ACCESS RIGHTS FROM THE ADJACENT PROPERTY OWNERS.

**NOTE I. OPEN SPACE/RESERVE AREAS:**

IT IS THE INTENT OF THIS DEVELOPMENT TO PRESERVE AND MAINTAIN THE NATURAL WOODED AREA ON THIS PROPERTY TO THE EXTENTS POSSIBLE. AS SUCH, THE ENTIRE AREA OUTSIDE OF THE PRIVATE LOTS AND PUBLIC ROAD RIGHTS-OF-WAY IS BEING PROPOSED AS COMMON OPEN SPACE / RESERVE AREAS. ALL RESERVE AREAS SHALL BE OWNED BY JEFFERSON TOWNSHIP AND MAINTAINED BY THE HOA. NO BUILDINGS OR PERMANENT ACTIVITIES SHALL BE ALLOWED WITHIN THE RESERVE AREAS WITHOUT PRIOR APPROVAL OF THE JEFFERSON TOWNSHIP AND THE HOA.

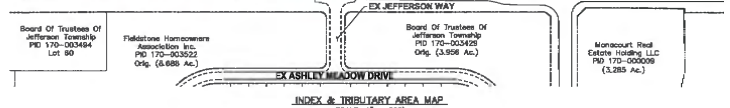
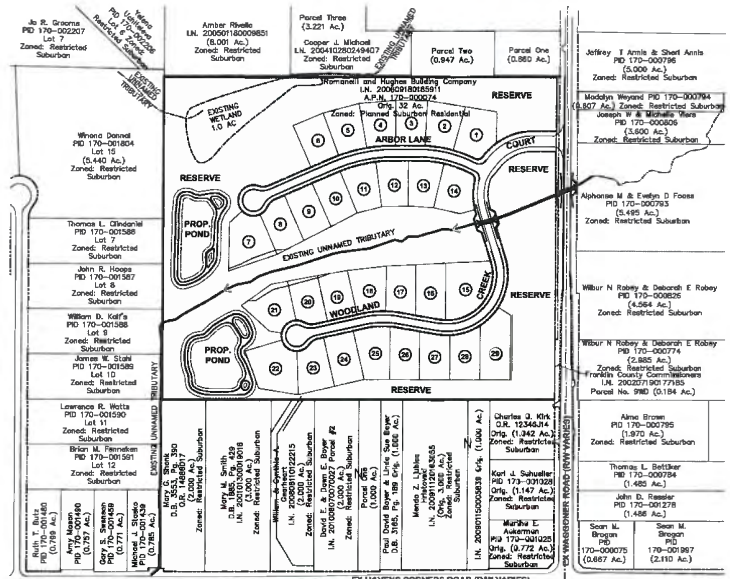
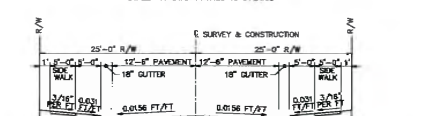
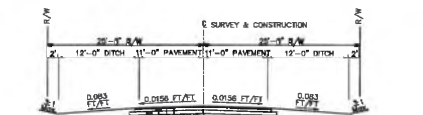
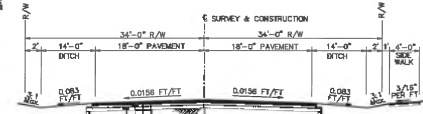
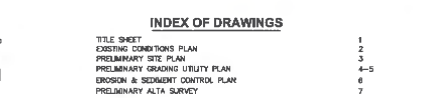
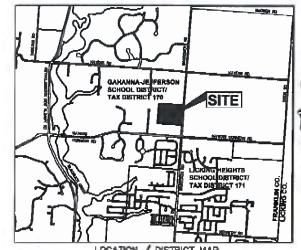
THE COMMON OPEN SPACE/RESERVE AREAS WILL BE CONSIDERED "NON-SETBACK ZONES" AND EXIST AROUND THE SOUTH, WEST, EAST AND NORTH PERIMETER AND CENTRAL CORRIDOR AS NOTED ON THE DEVELOPMENT PLAN. DEVELOPMENT ACTIVITY IS PROHIBITED WITHIN THE RESERVE AREAS EXCEPT FOR THE INITIAL CLEAN UP OF ANY LITTER AND REMOVAL OF FALLEN TREES. RESTORATION OF ANY DISTURBED AREAS ALONG THE EDGE OF THE RESERVE AREAS WILL BE UNDERTAKEN DURING THE INITIAL ROADWAY AND LOT CONSTRUCTION PHASE.  
 THE RESERVE AREAS WILL BE DELINEATED FROM THE LOT DEVELOPMENT AREAS WITH A 2'-RAIL SPLIT RAIL FENCE CONSTRUCTED AT THE TIME THE DEVELOPMENT IS INITIALLY CONSTRUCTED. THE LIMITS OF THE RESERVE AREA BOUNDARY FENCE IS SHOWN ON THE APPLICABLE SHEETS OF THIS DEVELOPMENT PLAN.

**NOTE J. SCHOOL DISTRICT:**

WOODLAND CREEK SUBDIVISION FALLS WITHIN THE GAHANNA-JEFFERSON SCHOOL DISTRICT.

**NOTE K. SIDEWALKS:**

PRIOR TO FINAL PLAT APPROVAL AN EASEMENT OR OTHER INSTRUMENT SHALL BE PLACED ON THE SIDEWALKS THAT FALL OUTSIDE THE RIGHTS-OF-WAY ONTO RESERVE "A" AND LOTS 1 & 14 TO MAINTAIN PUBLIC ACCESS TO THE SIDEWALK AND KEEP THE SIDEWALKS FREE AND CLEAR OF CURBS AND IN GOOD CONDITION. THE EASEMENT SHALL GIVE FRANKLIN COUNTY THE RIGHTS FOR MAINTENANCE OF THE WALKWAYS.



**GENERAL INFORMATION:**

PROPERTY OWNER/ APPLICANT:	ROMANELLI & HUGHES BUILDING COMPANY 148 W. SCHROEDER RD. WESTERVILLE, OH 43081-4915 PHONE: (614) 891-2042 ATTN: MR. VOICE ROMANELLI
CIVIL ENGINEER:	ADVANCED CIVIL DESIGN, INC. 422 REDFERN ROAD GAHANNA, OHIO 43230 PHONE: (614) 426-7792 ATTN: MR. TOM WARNER, P.E.
LAND USE:	LOW DENSITY SINGLE FAMILY HOMES
GROSS LAND AREA:	32.02 ACRES
DEVELOPMENT AREA:	11.41 ACRES (LOTS) 17.71 ACRES (RESERVE) 2.90 ACRES (RIGHT-OF-WAY - SUBDIVISION STREETS) 0.90 ACRES (R/W TAKE - WAGONER ROAD)
IMPERVIOUS AREA:	6.00 ACRES (60% EXISTING) 5.90 ACRES (100% PROPOSED) 1.90 ACRES - ROADS/WALKS 4.00 ACRES - 30% PER LOT AVG.



JEFFERSON TWP., FRANKLIN COUNTY, OHIO

**WOODLAND CREEK**

PRELIMINARY DEVELOPMENT PLAN  
FOR  
ROMANELLI & HUGHES BUILDING COMPANY

TITLE SHEET

DATE: 03/13/2018  
SCALE: AS NOTED

DRAWN BY: DAS  
CHECKED BY: TWE

PROJECT NUMBER:  
**11-0017-149**

DRAWING NUMBER:  
**117**

DATE: 03/13/18  
SCALE

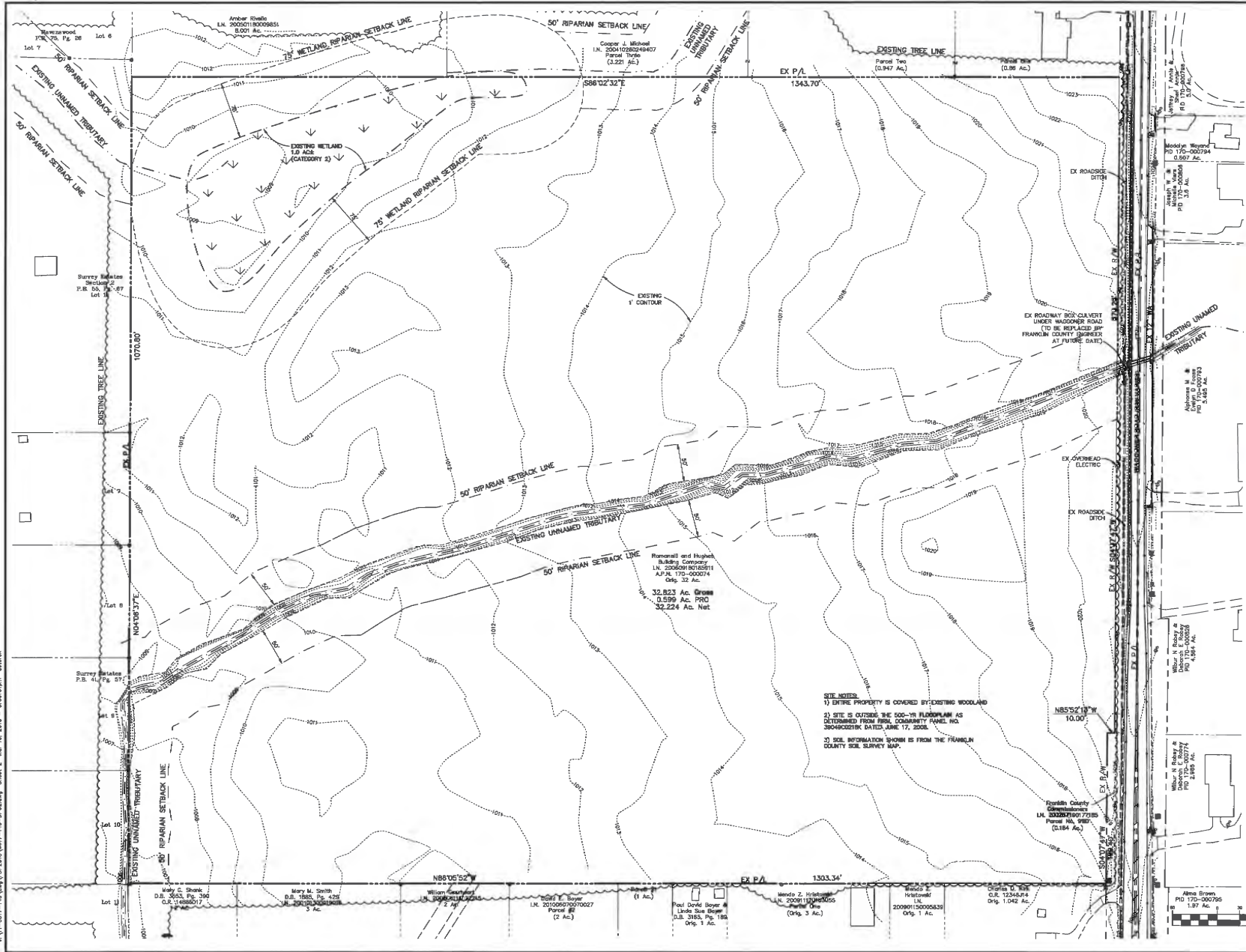
ADVANCED CIVIL DESIGN

148 W. SCHROEDER RD.  
WESTERVILLE, OH 43081  
PH: 614.891.2042  
FAX: 614.891.7792

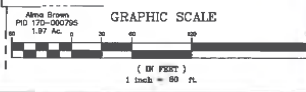


691-V+PP

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**MAR 15 2018**  
Franklin County Planning Department  
Franklin County, OH



PLAN PROVIDED BY: **ADVANCED CIVIL DESIGN**  
1418 Main Street  
Columbus, Ohio 43260  
Phone: 614-458-7700  
Fax: 614-458-7700

PLAN PROVIDED FOR: **RA Romanelli & Hughes Building Company**  
1418 Main Street  
Columbus, Ohio 43260  
Phone: 614-458-7700  
Fax: 614-458-7700

JEFFERSON TWP., FRANKLIN COUNTY, OHIO

**WOODLAND CREEK**  
PRELIMINARY DEVELOPMENT PLAN  
FOR  
**ROMANELLI & HUGHES BUILDING COMPANY**  
EXISTING CONDITIONS PLAN

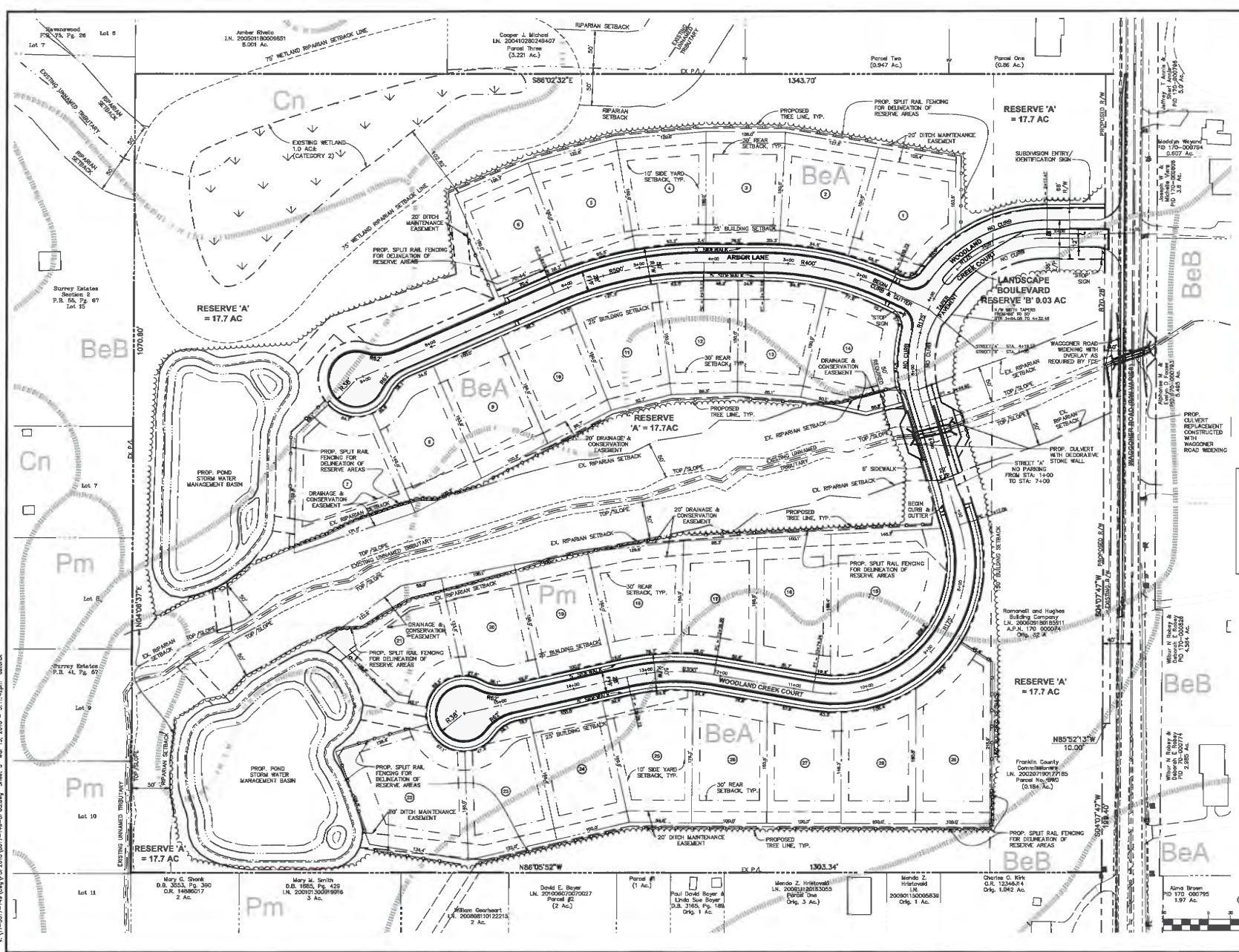
Issue Date: 03/13/2018  
Scale: AS NOTED

Drawn By: DAS  
Checked By: TW

Project Number: **11-0017-149**

Drawing Number: **2/17**

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**SOIL LEGEND**

- Bm Battlement silt loam, 0 to 2 percent slopes
- BtH Battlement silt loam, 2 to 8 percent slopes
- Cn Condit silt loam
- Pm Pewanee silty clay loam

--- Soil Boundary  
● Soil Type Symbol

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Franklin County, OH

**RESERVE AREA NOTES**

RESERVE AREA "A" IS A NATURAL PRESERVATION AREA (TO BE OWNED BY THE JEFFERSON TOWNSHIP BOARD OF TRUSTEES AND MAINTAINED BY THE "HOA" HOME OWNERS ASSOCIATION)

RESERVE AREA "B" IS A PROPOSED LANDSCAPED MEDIAN (TO BE OWNED BY THE JEFFERSON TOWNSHIP BOARD OF TRUSTEES AND MAINTAINED BY THE "HOA" HOME OWNERS ASSOCIATION)

NO BUILDING STRUCTURES SHALL BE ALLOWED IN PROPOSED RESERVE AREAS UNLESS SEPARATE PERMIT IS OBTAINED THROUGH JEFFERSON TOWNSHIP.



DATE: 03/13/2018  
SCALE: AS NOTED

Drawn By: DAS      Checked By: TW

Project Number: 11-0017-149

Drawing Number: **3 / 7**

Prepared For: JEFFERSON TWP., FRANKLIN COUNTY, OHIO

PROJECT: WOODLAND CREEK PRELIMINARY DEVELOPMENT PLAN FOR ROMANELLI & HUGHES BUILDING COMPANY PRELIMINARY SITE PLAN

PLANNED BY: Romanelli & Hughes Civil Design

ADVANCED CIVIL DESIGN

PREPARED BY: Romanelli & Hughes Building Company

Amber Ebelco  
J.N. 20059118006851  
0.01 AC

Casper & Michel  
J.N. 200440280248497  
0.20 AC

Parcel Ten  
(0.947 AC)

Parcel One  
(0.86 AC)

Parcel 170-000794  
0.507 AC

Parcel 170-000795  
1.97 AC

RESERVE 'A'  
= 17.7 AC

LANDSCAPE BOULEVARD  
RESERVE 'B' 0.03 AC

RESERVE 'A' = 17.7 AC

RESERVE 'A'  
= 17.7 AC

RESERVE 'A'  
= 17.7 AC

Mary C. Shook  
D.B. 3053, Pg. 390  
O.R. 14886217  
2 AC

Mary M. Smith  
D.B. 1950, Pg. 422  
J.N. 2001730039916  
3 AC

David E. Boyer  
J.N. 201096970270227  
Parcel 1C  
(2 AC)

Paul David Boyer &  
Linda Sue Boyer  
D.B. 2180, Pg. 188  
O.R. 1 AC

Mendo Z. Hirirowali  
J.N. 20081301835055  
Parcel One  
0.20 AC

Mendo Z. Hirirowali  
J.N. 2008130006838  
O.R. 1 AC

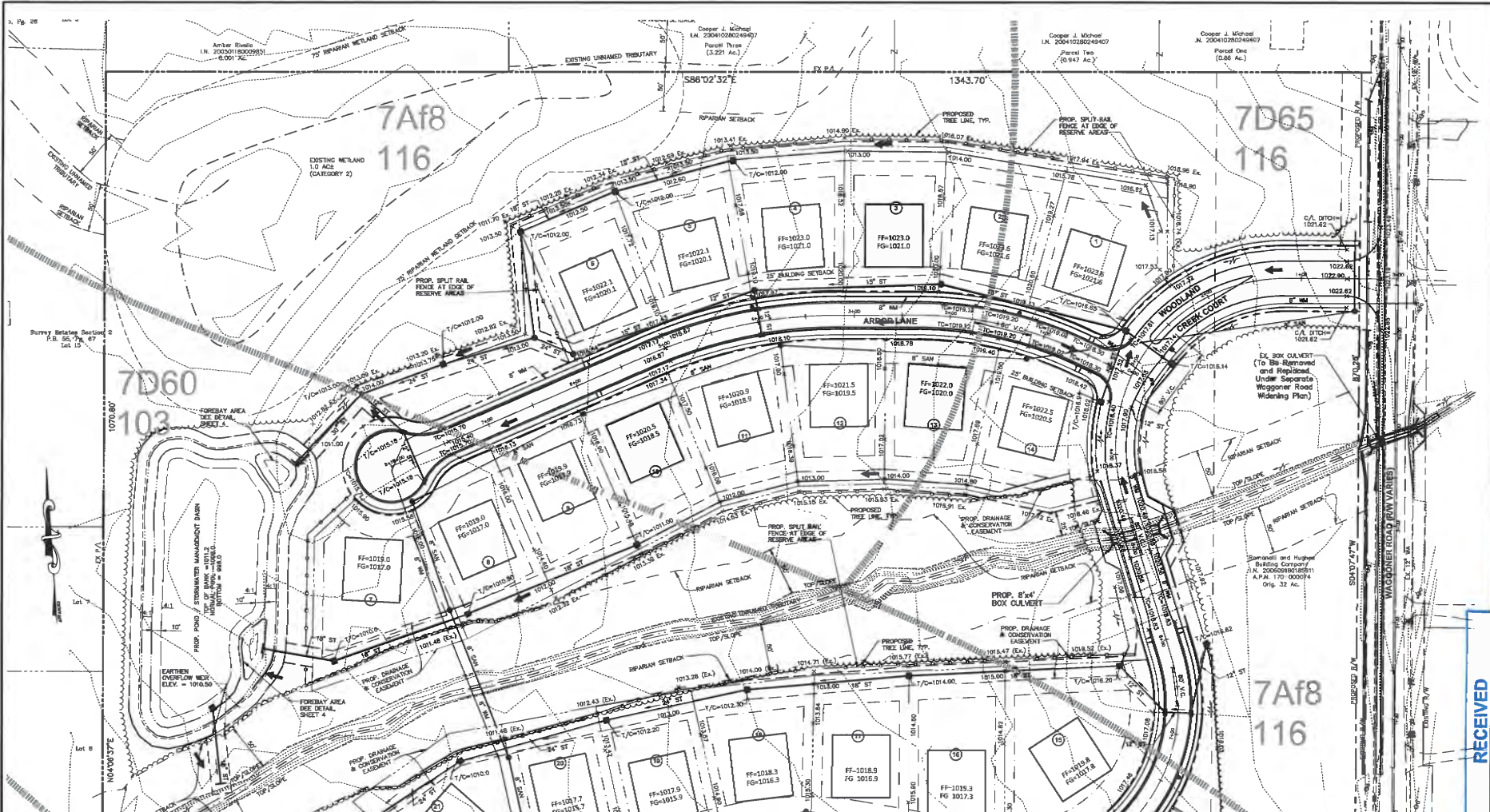
Christine C. Riva  
O.R. 13248214  
O.R. 1.042 AC

Alma Brown  
D.B. 175-000795  
1.97 AC

Wilson Gearheart  
J.N. 20089819122218  
2 AC

Mary C. Shook  
D.B. 3053, Pg. 390  
O.R. 14886217  
2 AC

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**GROUND WATER POLLUTION POTENTIAL LEGEND**

7Aa8	Distal TR Over Bedded Sedimentary Rock
7Ab8	Sand and Gravel Interbedded in Gravel TR
7D50	Buried Valley
7D55	Buried Valley

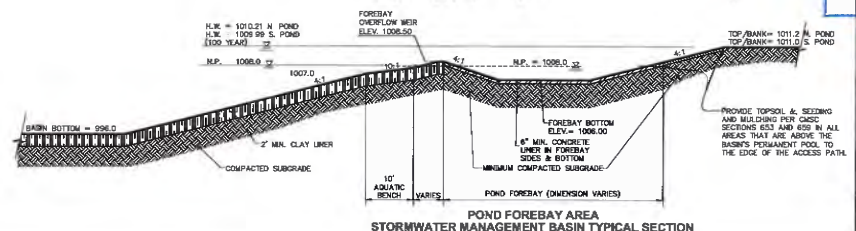
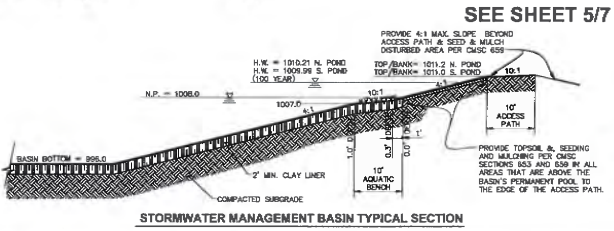
CHPP Boundary

Hydrogeological Region, Setting & Drain Index Number

**LEGEND**

GRAPHIC SCALE  
1 inch = 50 feet

X TC 785.20	TOP OF CURB
X 785.20	TOP OF PAVEMENT OR GROUND SURFACE
X 785.20 Ea.	EXISTING TOP OF PAVEMENT OR GROUND SURFACE
---	EXISTING CONTOUR
---	PROPOSED CONTOUR
←	FLOOD ROUTING PATH



PLAN PREPARED BY: **ADVANCED CIVIL DESIGN**

PLAN PREPARED FOR: **ROMANELLI & HUGHES BUILDING COMPANY**

PROJECT: **WOODLAND CREEK PRELIMINARY DEVELOPMENT PLAN FOR WAGNER ROAD (ROW VARIABLE) PRELIMINARY GRADING PLAN**

DATE: 03/13/2018  
SCALE: AS NOTED

DRAWN BY: DAS  
CHECKED BY: DW

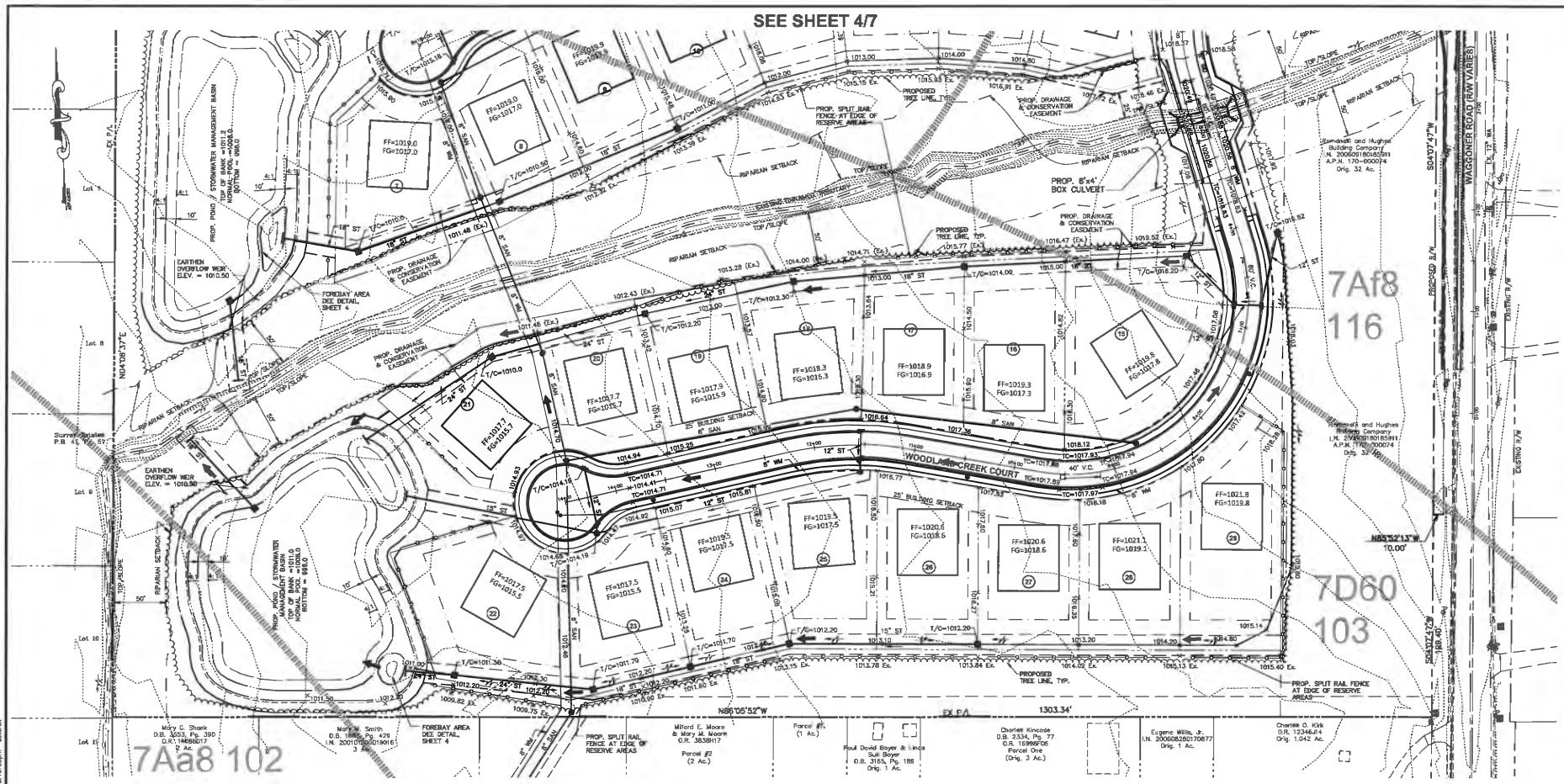
PROJECT NUMBER: **11-0017-149**

DRAWING NUMBER: **4 / 7**

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FRANKLIN COUNTY PLANNING DEPARTMENT  
FRANKLIN COUNTY, OH

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SEE SHEET 4/7



- LEGEND**
- X TO 793.20 TOP OF CURB
  - X 793.20 TOP OF PAVEMENT OR GROUND SURFACE
  - x 793.20 Ex. EXISTING TOP OF PAVEMENT OR GROUND SURFACE
  - - - 795 - - - EXISTING CONTOUR
  - 795 - - - PROPOSED CONTOUR
  - ← FLOOD ROUTING PATH

**GROUND WATER POLLUTION POTENTIAL LEGEND**

- 7a0b: Glacial Till Over Bedded Sedimentary Rock
- 7a0c: Sand and Gravel Interbedded in Glacial Till
- 7a0d: Buried Valley
- 7a0e: Buried Valley
- 7a0f: Buried Valley

7Aa8 102



**RECEIVED**  
**MAR 15 2013**  
 Franklin County Planning Department  
 Franklin County, OH

W:\11-0017-149\11-0017-149-004-05.dwg SHEET 5 Mar 13, 2013 - 5:12:58pm d:\cadd

PLAN PROVIDED BY: **ADVANCED CIVIL DESIGN**  
 442 Bunker Road  
 Columbus, Ohio 43229  
 Phone: 614.458.7700  
 Fax: 614.458.7750

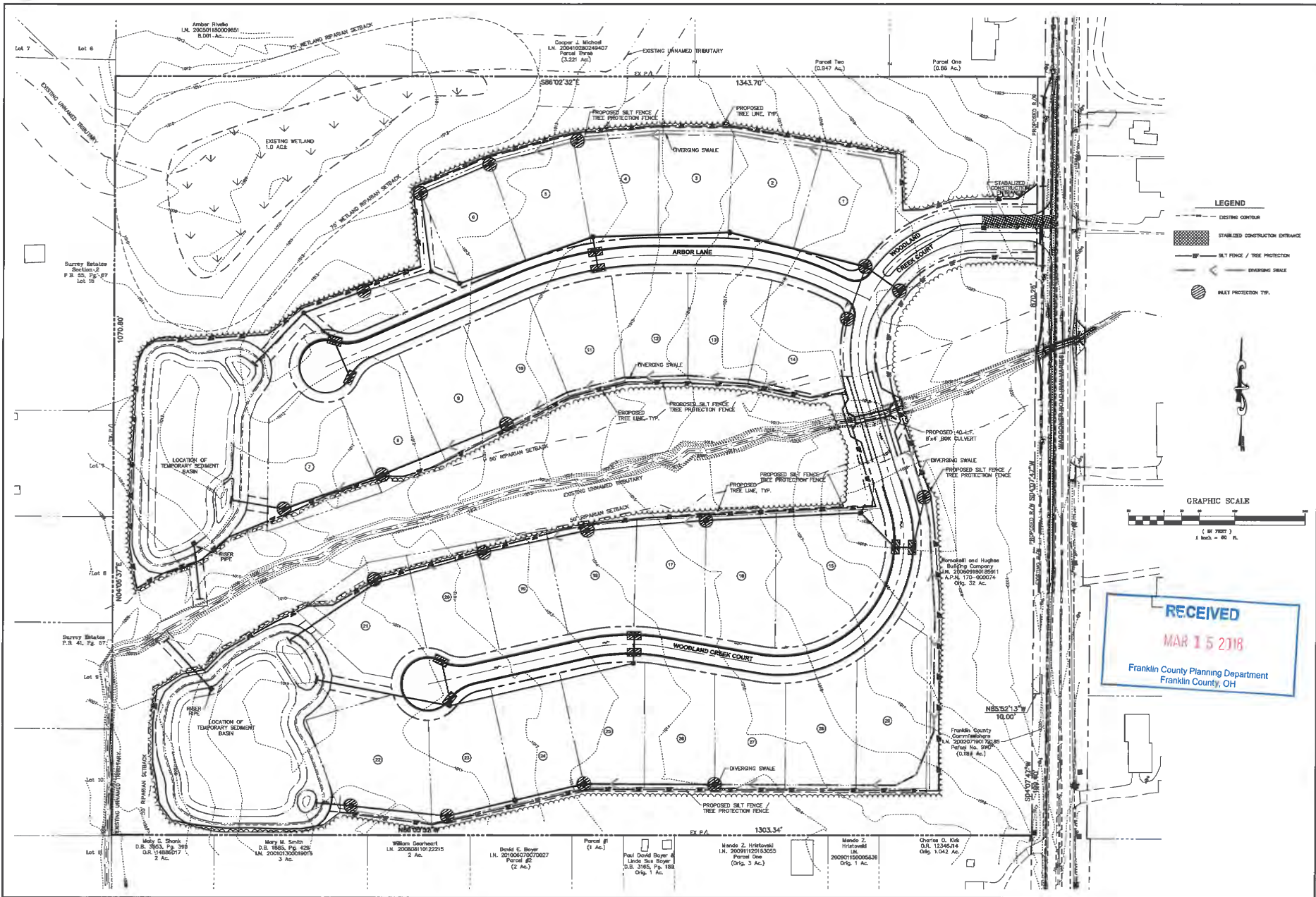
PLAN PROVIDED FOR: **ROMANELLI & HUGHES BUILDING COMPANY**  
 20000 Rockwood  
 A.P.N. 170-00074  
 Orig. 32 Ac.

PROJECT: **WOODLAND CREEK PRELIMINARY DEVELOPMENT PLAN FOR ROMANELLI & HUGHES BUILDING COMPANY PRELIMINARY GRADING PLAN**

PREPARED BY: **FRANKLIN COUNTY, OHIO**

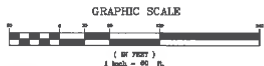
DATE: 03/13/2013  
 SCALE: AS NOTED  
 DRAWN BY: DAS  
 CHECKED BY: TW  
 PROJECT NUMBER: 11-0017-149  
 DRAWING NUMBER: 517





**LEGEND**

- EXISTING CONTOUR
- STABILIZED CONSTRUCTION ENTRANCE
- SILT FENCE / TREE PROTECTION
- DIVERGING SWALE
- INLET PROTECTION TIP



**RECEIVED**  
**MAR 15 2018**  
 Franklin County Planning Department  
 Franklin County, OH

PLAN PREPARED BY:  
**ADVANCED CIVIL DESIGN**  
 622 Monroe Ave.  
 Columbus, OH 43215  
 Phone: 614.458.7700  
 Fax: 614.458.7705

PLAN PREPARED FOR:  
**ROMANELLI & HUGHES BUILDING COMPANY**  
 10000 Woodland Creek Rd.  
 Columbus, OH 43240  
 Phone: 614.458.7700  
 Fax: 614.458.7705

**WOODLAND CREEK  
 PRELIMINARY DEVELOPMENT PLAN  
 FOR  
 ROMANELLI & HUGHES BUILDING COMPANY  
 EROSION & SEDIMENT CONTROL PLAN**

DATE: 03/13/2018  
 SCALE: AS NOTED

DRAWN BY: DAS  
 CHECKED BY: JWV

PROJECT NUMBER:  
**11-0017-149**

DRAWING NUMBER:  
**617**



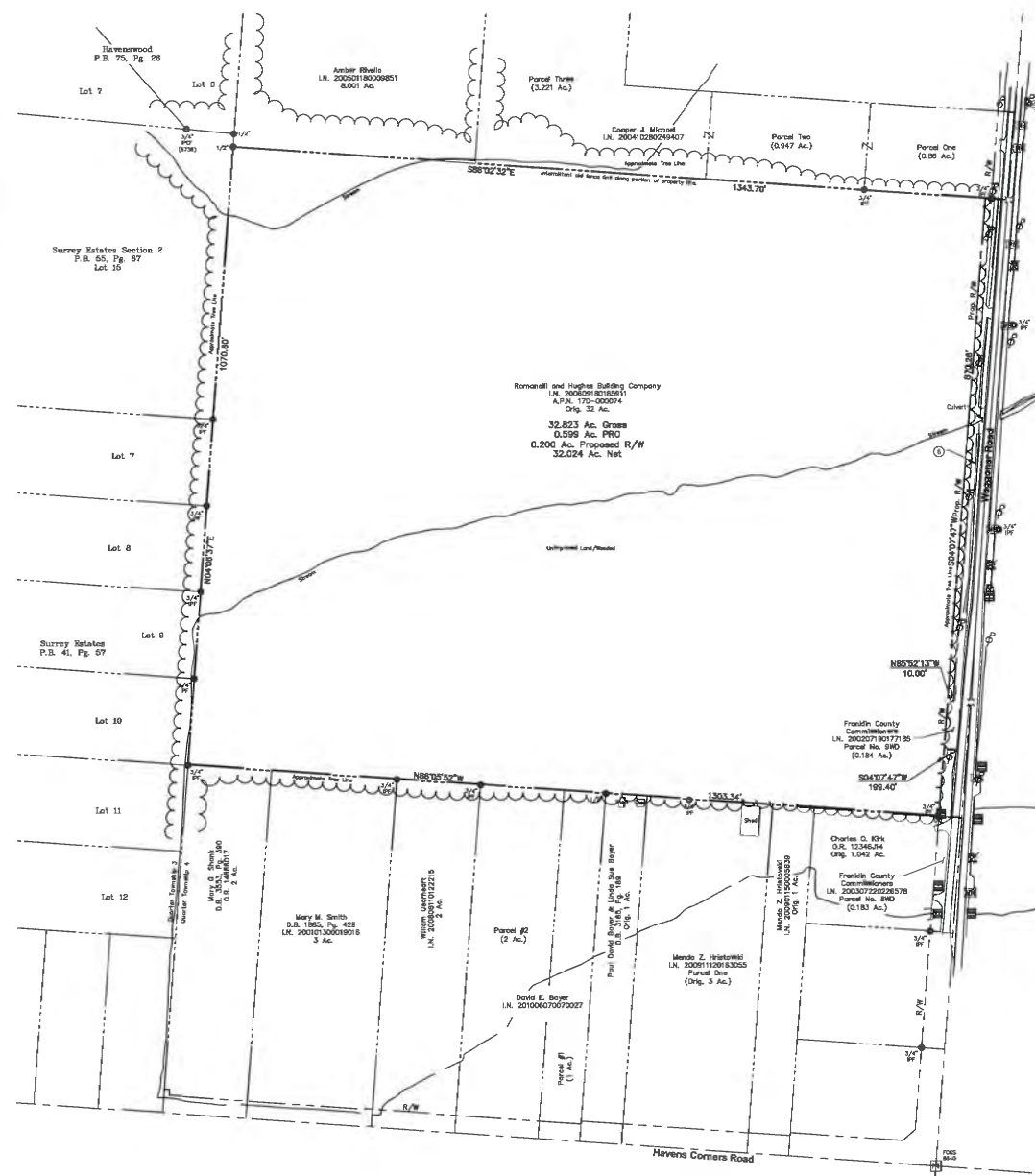
**LEGAL DESCRIPTION**

The land referred to in this Policy is situated in the Township of Jefferson, County of Franklin, State of Ohio, and is described as follows:  
 Being part of the first section and sixteenth Range of the U.S. Military Lands, beginning at the northeast corner of Lot No. 23, which beginning point is the southeast corner of Lot No. 22; thence west along the north line of Lot No. 23, 80 rods more or less, to an iron pin in the west line of said 32 acre tract hereby described, which point is at the southwest corner of land belonging to Frank E. and Rose Souder; thence south on a line parallel with the west line of the Wagoner Road, 64 rods more or less, to an iron stake at the north-west corner of an 18 acre tract of land belonging to Donald and Cecelia Denevers; thence east on a line parallel with the first section line, 50 rods more or less, to an iron pin at the south east corner of Lot No. 23, which point is in the center of the Wagoner Road; thence north on the east line of Lot No. 23, 84 rods more or less, to the place of beginning, containing 32 acres of land, more or less.

Especially, therefore, the following:  
 Beginning at FODS monument 6640 at the centerline intersection of Wagoner Rd. and Hovers Corners Rd., said monument being S 04 degrees 07' 47" W, a distance of 281,808 ft. from FODS Monument 6633.  
 Thence along the centerline of Wagoner Rd. N 04 degrees 07' 47" E, a distance of 800.17 ft. to the southeast corner of said 32,000 acre tract and the northeast corner of a 1,042 acre lot covered by Charles C. Kirk, by Instrument No. 200102120028213, Recorder's Office, said corner also being the true place of beginning.  
 Thence along the grantor's southerly property line and the northerly property line of said 1,042 acre tract N 85 degrees 56' 45" W, a distance of 40.00 ft. to an iron pin and placing a found iron monument of 28.50 ft.  
 Thence N 04 degrees 07' 47" E around the grantor's tract and being parallel to the centerline of Wagoner Rd., a distance of 200.00 ft. to an iron pin and.  
 Thence S 85 degrees 52' 13" E, a distance of 40.00 ft. to the intersection of Wagoner Rd.  
 Thence along said centerline S 04 degrees 07' 47" W, a distance of 198.83 ft. to the true place of beginning containing 0.184 acres more or less out of Auditor's Parcel number 770-000774, of which the present roof occupies (P.R.O.) 0.138 acres more or less.

**LEGEND**

- Iron Rod Found
- Iron Pin Set
- ▲ Pk Nail Found
- Pk Nail Set
- ▲ RR Spike Found
- ▲ RR Spike Set
- Monument Box
- Monument
- ⊕ Concrete Post
- ⊕ Electric Manhole
- ⊕ Tapped Hub / Tron Pt.
- ⊕ Electric Transformer
- ⊕ Post Sign / Lamp
- ⊕ Tel Pedestal
- ⊕ Sign
- ⊕ Billboard / OH Sign
- ⊕ Pole Disc
- ⊕ Deciduous Tree
- ⊕ Pole Disc Tel Light
- ⊕ Pine Tree
- ⊕ Pole Disc Tel Light
- ⊕ Shrub
- ⊕ Pole Top
- ⊕ Sanitary Manhole
- ⊕ Pole Tel Light
- ⊕ Sanitary Manhole
- ⊕ Pole Light
- ⊕ Storm Manhole
- ⊕ Pole Sign
- ⊕ Catch Basin
- ⊕ Traffic Box
- ⊕ Curb Inlet W / Grate
- ⊕ Guy Pole
- ⊕ Gas Valve
- ⊕ Guy Wire
- ⊕ Gull Meter
- ⊕ Fire Hydrant
- ⊕ Underground Line Marker
- ⊕ Water Valve
- ⊕ Sprinkler Valve Box
- ⊕ Mailbox
- ⊕ Monitoring Well



**NOTES CORRESPONDING TO SCHEDULE B - SECTION II OF COMMITMENT NO. 66108-RH**

- 1 Easement to The North Western Ohio Natural Gas Company of record in Deed Book 2948, Page 127, assigned to Columbia Gas of Ohio, Inc. in Deed Book 2948, Page 10, is located on the subject parcel. Easement is blanket and undivisible to be shown hereon.
- 2 Easement to The Ohio Telephone and Telegraph Company of record in Deed Book 952, Page 322 is located on the subject parcel. Easement is blanket and undivisible to be shown hereon.
- 3 Easement to The Ohio Telephone and Southern Ohio Electric Company of record in Deed Book 1079, Page 530 is located on the subject parcel as shown hereon within the limits of Highway (1939).

**STATEMENT OF ENCROACHMENTS**

All shown.

**MISCELLANEOUS NOTES**

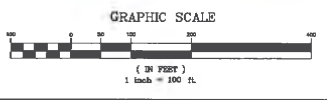
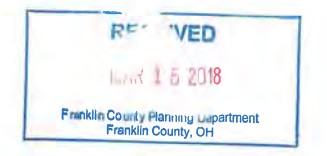
Dimensions on this plot are expressed in feet and decimal parts thereof unless otherwise noted. Measurements were found at places where indicated.  
 There is no observable above ground evidence of this site being used as a solid waste dump, pump or any kind of sanitary landfill.  
 Any locations of underground utilities shown hereon are based upon visible above ground structures and/or record drawings provided to the surveyor. Locations of other ground utility lines and structures may vary from locations shown hereon. Additional buried utility lines and structures may be encountered. No warranties are made as to the accuracy of this survey to locate buried utilities/structures.  
 The land described herein is all of the land as described in Schedule A of the site commitment as issued by The Telen Group, Policy No. 56100-01, effective date 05/15/2006.

**FLOOD NOTE**

By graphic plotting only this property is located in Zone X (Areas determined to be outside of the 500-year flood plain) by the Federal Emergency Management Agency on Flood Insurance Rate Maps, Community Panel No. 39046C0218C, with an effective date of June 17, 2008, in Franklin County, Ohio. No field staking was performed to determine this zone and no elevation certificates may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.

**ALTA / ACSM CERTIFICATION**

By Romanell and Hughes Building Company  
 R & H Title, LLC  
 The Telen Group  
 This is to certify, to the best of my knowledge and belief, that this map or plat and the survey on which it is based were made in accordance with the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS in 2002, and includes items 1-4, 6, 8, 9, 10, 14, and 15 thereof, pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, unless further written text in my professional opinion, as a land surveyor registered in the State of Ohio, the Relative Practical Accuracy of this survey differs and is noted that which is specified therein.



PLAN PREPARED BY: **ADVANCED CIVIL DESIGN**

PLAN PREPARED FOR: **JEFFERSON TWP./FRANKLIN COUNTY, OHIO**

**WOODLAND CREEK PRELIMINARY DEVELOPMENT PLAN FOR ROMANELLI & HUGHES BUILDING COMPANY PRELIMINARY ALTA SURVEY**

Date: 03/13/2018  
 Scale: AS NOTED  
 Drawn By: DAS  
 Checked By: JWH  
 Project Number: 11-0017-149  
 Drawing Number: 717

NEWKIRK

COPY

JEFFERSON TOWNSHIP BOARD OF TRUSTEES

RESOLUTION No. 06-07-03

TO REZONE PARCEL # 170-000074 FROM (RSR) TO (PSRD) TO ALLOW FOR THE DEVELOPMENT OF 29 NEW SINGLE FAMILY LOTS

WHEREAS, The Board of Trustees of Jefferson Township received a recommendation from the Jefferson Township Zoning Commissions to deny a request to rezone Parcel # 170-000074 from Restricted Suburban Residential to Planned Suburban Residential, and

WHEREAS, The Board desires to overturn the recommendation and to approve the rezoning request with stipulations,

Now, therefore, be it resolved by the Board of Trustees of Jefferson Township, Franklin County, Ohio, that:

Section 1. Following a public hearing on application #ZC 2005-09, the recommendation of the Jefferson Township Zoning Commission with respect to Application #ZC 2005-09 is hereby modified as follows: The recommendation of the Zoning Commission is denied and said application to rezone 31.8 +/- acres identified as parcel #170-000074 from RSR to PSRD to develop 29 new single family homes is hereby approved, with the following stipulations:

- A. The applicant shall meet all the recommendations from Franklin County Planning Commission.
B. The applicant shall to apply for a street width variance during the platting process.
C. The applicant shall provide a letter of authorization from Franklin County to maintain a 25-foot buffer zone around the wetlands.
D. The applicant shall revise the plan to reflect 100-ft lot widths at the building line on all proposed building sites.
E. The applicant shall deed free and clear of liens and encumbrances all open space to the Jefferson Township Board of Trustees with the exception that the open space may be restricted as to public access and shall remain in its natural state as a "no-touch, no disturb" area.
F. The applicant shall create a force funded homeowners association that will be responsible for maintenance of the open space.

Section 2. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

Section 3. It is found and determined that all formal actions of this Board concerning and Pertaining to the adoption of this resolution were adopted in an open meeting of This Board, and that all deliberations of the Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including §121.22 of the O.R.C.

Motion for adoption by FLANAGAN, seconded by FINN, this 25 day of JULY, 2006. Plan changed via Modification in April 2008

Voting Aye thereon: Donna Finn, Chair; Mat Flanagan, Vice-Chair; Mike Rowan, Trustee; Keh Jones, Fiscal Officer

Voting Nay thereon: Donna Finn, Chair; Mat Flanagan, Vice-Chair; Mike Rowan, Trustee

COPY

RECEIVED MAR 15 2018 Franklin County Planning Department Franklin County, OH

691-V+PP

STATEMENT IN SUPPORT OF REZONING  
of  
NEWKIRK ESTATES

This 31.816-acre tract located on the west side of Waggoner Road approximately 600 feet north of Havens Corners Road (Tax Parcel No. 170-00074) is currently undeveloped. There are no structures on the property. The property is heavily wooded with higher quality hardwoods to the west and the north, and predominantly locust trees and low brushy plants to the east along Waggoner Road. An ephemeral stream runs east to west through the middle of the site, which stream exits the site and then flows in a narrow ditch running southerly to Havens Corners Road. The property is surrounded by single-family residences on lots ranging in size from one to five acres or larger, which are served by septic tank sanitary treatment systems. Surrounding developments are depicted on Exhibit C-3.

In order to maximize protection of the native trees, a 31-acre conservation zone development is proposed rather than one-acre lots as permitted by the underlying zoning. The proposal is to cluster 29 smaller lots with an minimum size of 15,000 square feet on either side of a "wishbone" road as shown on Exhibit C-2. This enables protection of the native trees to the maximum extent possible, reduces the amount of road surface, and allows development to occur further distant from the property lines. Homes shall be no closer than 200 feet west of the Waggoner Road right-of-way to allow maintenance of the wooded character of the site along Waggoner Road. This development is enabled as a result of the extension of central water and sewer services by the Jefferson Water & Sewer District, as evidenced by Exhibit E. A typical housing style is shown on Exhibit C-6 representing Romanelli & Hughes typical housing styles for upscale neighborhoods. Development standards for the project are set forth in the Zoning Text - Exhibit C-1.

This proposal addresses the goals set forth in the Township's Comprehensive Plan, as adopted on September 4, 1996. The Plan calls for the protection of the Township's open spaces and rural character while still allowing for case-by-case flexibility and reasonable growth in the area encompassing the subject property. The proposal incorporates many issues central to the Comprehensive Plan such as natural resource protection and a "clustered" design, thereby maintaining the area's rural character and minimizing "land use conflicts and environmental disruption". The proposal also utilizes the preferred zoning district, PSR, while maintaining a density well below the maximum allowed by PSR standards. Overall, the proposal will blend both the goals of the Comprehensive Plan and PSR requirements while establishing reasonable growth patterns in the area to protect the Township's identity and natural resources and simultaneously guard against excessive growth.

# NEWKIRK ESTATES DEVELOPMENT TEXT

## Table of Contents

### ~~I.~~ I. Project Goals and Development Standards

- Existing Conditions
- Project Goals
- The Design Process
- Development Standards

### ~~II.~~ II. Exhibits

- ~~1.~~ 1. Development Plan
- ~~2.~~ 2. Existing Conditions Plan
- ~~3.~~ 3. Regional Context Plan
- ~~4.~~ 4. Sample Building Elevations
- ~~5.~~ 5. Wagonner Road Improvement
- ~~6.~~ 6. Storm Water Management

Prepared for: Romanelli & Hughes Homes  
5000 Tuttle Crossing Blvd., Dublin, OH 43016

Based on Original Text Prepared by:  
POD Design  
330 West Spring Street, Columbus, OH 43215



## NEWKIRK ESTATES DEVELOPMENT TEXT

### INTRODUCTION

Over the last decade Jefferson Township has seen new growth and prosperity. Much of the residential development has been in the form of large upscale single-family homes. While some homes are built on large lots with significant private open space, other developments feature large homes on smaller lots with greater common open space for use by the entire neighborhood or community. This "conservation zone" style of development further promotes preservation of natural resources including streams, wetlands, and wooded areas consistent with the rural character of Jefferson Township east of Reynoldsburg New Albany Road. These "conservation zone" developments are enabled by the availability of central sewer service which was not available for the prior developments such as the one to the west of this property built circa 1975-80.

The proposed plan for the Newkirk property is based on the principles of open space conservation design. Through conservation development, the site is divided into areas of highest and lowest environmental sensitivity, which consequently identify development opportunity areas. Woods, wetlands and stream corridors will be conserved except where necessary for residential development, storm water management, and construction of supportive infrastructure. All new growth will be concentrated along the central "wishbone" road to maximize preservation of boundary areas and central stream area. Based on the arrangement of the existing features and the areas that are most desirable for development, a neighborhood plan can be created that respects the natural beauty of the site and maintains the rural character along this portion of Waggoner Road.

### EXISTING CONDITIONS

The site, approximately 31 acres, is located west of Waggoner Road just north of Havens Corners Road. An ephemeral stream bisects the property east to west, with wetlands to the northwest and mature trees dominating major portions of the site. The land is flat with little fall from east to west. Single family developments occur to the west, with older road frontage lots to the south and north.

### PROJECT GOALS

The plan has been designed to meet or exceed the requirements of the proposed Planned Suburban Residential District (PSRD). This planned residential neighborhood will preserve many of the natural site features while maintaining the rural fabric and character along Waggoner Road. To achieve this fit with the site and the existing community, the following goals have been established:

- Respecting the unique qualities of this site as a wooded area*
- Preserve and maintain key natural features of the site at a gross density of less than one home per acre*
- Locate the lots in the center of the north and south halves of the parcel to avoid the stream and preserve wooded areas along the periphery*
- Provide green space buffers along the edges of the development to minimize the visual impact of the development from the adjoining property owners*
- Provide large 100 foot single family lots of similar to those found in newer neighborhoods in the northeastern corner of Jefferson Township consistent with conservation planning designs*

## NEWKIRK ESTATES DEVELOPMENT TEXT

- Construct a public "wishbone" road with curbs, storm drains, and sidewalks, and with a boulevard entry to Waggoner Road
- Eliminate frontage house lots that facing Waggoner Road while by maintaining a 200 foot wooded setback

### THE DESIGN PROCESS

The design for the community is based on the principles of residential conservation development. Careful attention has been directed to the way that homes orient away from Waggoner Road beyond a 200 foot wooded setback, and internally to provide common area wooded open space to the rear of all lots. The street pattern has been carefully designed to minimize disruption of the central stream feature, reduce long sight lines, and provide connections to open space to reinforce the concept of homes being within a wooded area. Elevations of typical housing styles are shown on Exhibit C-6. All house styles will have "side load" garages.

This plan pays particular attention to the preservation of mature wooded space by committing approximately 16 acres (approximately 51% of the land area) for common open space areas. The open space will be owned and maintained by the homeowners association ("HOA"). Sample HOA regulations to be incorporated into the final plat are attached as Exhibit C-7. The open space will remain "undisturbed" once infrastructure construction is completed as shown on the site plan.

The sidewalks along the streets will function as pedestrian by-ways. The streets will be designed in the same manner as the area new residential communities with the exceptions noted in "Street Design" below. With the exception of trees removed from construction areas, trees larger than six inches will be preserved and additional trees will be randomly located in the front lawns to provide shade and scale where no original trees remain after construction. With the exception of offsite sewer and water lines which necessarily connect to adjacent properties, and internal storm drainage facilities connecting to the retention basins, all infrastructure will be constructed from the street side to minimize disruption of the rear yards or the buffering wooded areas. Mailboxes and directional signage throughout the community will be standardized to decrease the visual clutter that often results along a street.

### DEVELOPMENT STANDARDS

The land will be zoned Planned Residential District (PSRD). There are numerous advantages to planned district zoning, including the predictability which comes from comprehensively planning large tracts of land such as this. This approach allows the developer to preserve some of the unique characteristics of the property. The plan can also incorporate some of the existing unique features of the site. Most importantly, the Planned District zoning gives the Township more control of the design and building standards for this development, ensuring that what is committed to is what is built. These standards will ensure the level of quality the Township is seeking for this site. The following proposed Development Standards would guide the development activities of this community:

#### General Information:

Land Use:	Low density SF homes
Gross Land Area:	± 31.3 acres
Number of Units:	Not to exceed 29 SF home sites

## NEWKIRK ESTATES DEVELOPMENT TEXT

Minimum Lot Size:	15,000 sq. ft. (100' width min.)
Minimum House Size:	2500 sq. ft. minimum
Building Height:	35 feet maximum
<b>Front Lot Width:</b>	<b>100 feet minimum at the building line</b>

*All homes will be constructed of all natural materials*

### Building Setbacks:

Front Yards:	25' minimum
Rear Yards:	30' minimum ✓ 20% of lot Depth
Side Yards:	10' minimum per side for buildings; provided, however, driveways may be built no closer than 3' to the side lot line.

**Parking:** A minimum of two off street spaces per dwelling minimum enclosed in a two-car garage, All garages will be "side loaded."

**Signage:** Permanent signage will be constructed for the entry to the subdivision on Wagonner Road. The sign face will be flanked by stone piers that will be surrounded by landscaping and maintained by the HOA.

**Street Design:** Although Exhibit C-2 shows road construction details consistent with the Franklin County Subdivision Regulations, with the support of Jefferson Township, the applicant will request the following divergences from the Regulations: 1) the entry road between the north and south "wishbones" will be paved only 19 feet wide, with open swale ditches to the stream and no curbs; and, 2) the "wishbones" will be paved only 21 feet wide (25 feet back to back of curbs) with parking restricted to one side.

**Street Trees and Open Space:** No street trees will be installed along the new public street. At least two trees will be randomly installed in the front yards, unless existing trees greater than 3 inch caliper are preserved in the yard, to enhance the less formal wooded nature of the development. Tree types will be varied to be consistent with varying tree types in the area of the lot. Existing tree lines along Wagonner Road will be maintained to the extent practicable. There will be "non disturb zones" around the south, west and north periphery and central stream as noted on the Development Plan; provided, however, that during initial development activity clean up of litter, removal of fallen trees, and restoration of disturbed areas will be undertaken. Bollards at every other rear lot corner will delineate individual lots from adjacent "non disturb" common areas. Larger trees will be maintained in the Wagonner Road frontage with the balance of the area grassed and maintained by the HOA.

**Mailboxes:** All homes shall have a standardized mailbox design, located along street frontages.

**Lighting:** Landscape and entry sign lighting is permitted; however all such illumination must be from concealed sources. All lighting shall be arranged to reflect light away from any street or adjacent property; direct or indirect glare into eyes of motorists or pedestrians shall be prohibited.

**Drainage/Open Space:** Sizes and locations of retention ponds, which will provide stormwater retention, as shown on Development Plan are schematic. Final sizes and locations required will be determined concurrent with final engineering. All common open space areas will be owned and maintained by the HOA.



## NEWKIRK ESTATES DEVELOPMENT TEXT

### ADDITIONAL INFORMATION

Infrastructure: All lots are to be served by central sewer and water service from Jefferson Township Sewer and Water District (see attached confirming correspondence - Exhibit E). **No water wells are to be installed on the property.** The Franklin County Engineer's office has confirmed the entry road intersections and the fact that no traffic study is required for the development due to its small size (see attached confirming correspondence - Exhibit F-1). The west side of Waggoner Road is to be widened for the length of the property as specified by the Franklin County Engineer's office. See Exhibit 5.

Storm Drainage: Subject to approval of the Franklin County Engineer's office and Ohio Environmental Protection Agency, and grants of access by adjacent owners, applicant will improve the flow characteristics of the ditch running from the southwest corner of the property to Havens Corners Road to reduce adjacent flooding. Such improvements will be consistent with information on Exhibit F-2.

Sales Model: One home may be used as a real estate sales office / model home within Newkirk Estates, only for sales of homes within Newkirk Estates. Such use shall be ended, and the model home transformed to a single family residence, after the sale of 25 homes. No resale of homes shall be permitted from the model home. **All prospective buyers and buyers shall be notified that active livestock husbandry, including horse and cattle raising, occurs on adjacent lands.**

Development Timetable: Subject to market conditions and timely approval of final plats and related plans, it is anticipated that development will be completed within 36 months for final rezoning.

Township and County Access: **Although public access will be prohibited in the non disturb areas, the Township and the County will be granted an access easement over all of the non disturb areas for the purposes of enforcement and ditch maintenance, respectively, the site being enrolled in the county ditch maintenance program.**

# JEFFERS PRELIMINARY I WOODL

## DEVELOPMENT STANDARDS:

THE LAND IS ZONED PLANNED RESIDENTIAL DISTRICT (PSRD). THERE ARE NUMEROUS ADVANTAGES TO PLANNED DISTRICT ZONING, INCLUDING THE PREDICTABILITY WHICH COMES FROM COMPREHENSIVELY PLANNING LARGE TRACTS OF LAND SUCH AS THIS. THIS APPROACH ALLOWS THE DEVELOPER TO PRESERVE SOME OF THE UNIQUE CHARACTERISTICS OF THE PROPERTY. THE PLAN CAN ALSO INCORPORATE SOME OF THE EXISTING UNIQUE FEATURES OF THE SITE. MOST IMPORTANTLY, THE PLANNED DISTRICT ZONING GIVES THE TOWNSHIP MORE CONTROL OF THE DESIGN AND BUILDING STANDARDS FOR THIS DEVELOPMENT, ENSURING THAT WHAT IS COMMITTED TO IS WHAT IS BUILT. THESE STANDARDS WILL ENSURE THE LEVEL OF QUALITY THE TOWNSHIP IS SEEKING FOR THIS SITE. THE FOLLOWING PROPOSED DEVELOPMENT STANDARDS GUIDE THE DEVELOPMENT ACTIVITIES OF THIS COMMUNITY:

## GENERAL INFORMATION:

LAND USE: LOW DENSITY SINGLE FAMILY HOMES  
 GROSS LAND AREA: 1.3203 ACRES  
 NUMBER OF UNITS: NOT TO EXCEED 29 SINGLE FAMILY HOME SITES  
 MINIMUM LOT SIZE: 15,000 SQ. FT.  
 MINIMUM HOUSE SIZE: 2500 SQ. FT. MINIMUM  
 BUILDING HEIGHT: 35 FEET MAXIMUM  
 FRONT LOT WIDTH: 95 FEET MINIMUM AT THE BUILDING LINE

ALL HOMES WILL BE CONSTRUCTED OF ALL NATURAL MATERIALS

## BUILDING SETBACKS:

FRONT YARDS: 25' MINIMUM  
 REAR YARDS: 30' MINIMUM  
 SIDE YARDS: 10' MINIMUM PER SIDE FOR BUILDINGS; PROVIDED, HOWEVER, DRIVEWAYS MAY BE BUILT NO CLOSER THAN 3' TO THE SIDE LOT LINE.

## PARKING:

A MINIMUM OF TWO OFF STREET SPACES PER DWELLING MINIMUM ENCLOSED IN A TWO-CAR GARAGE. ALL GARAGES SHALL BE "SIDE LOADED"

## SIGNAGE:

PERMANENT SIGNAGE WILL BE CONSTRUCTED FOR THE ENTRY TO THE SUBDIVISION ON WAGGONER ROAD. THE SIGN FACE WILL BE FLANKED BY STONE PIERS THAT WILL BE SURROUNDED BY LANDSCAPING AND MAINTAINED BY THE HOA. THE ENTRANCE SIGN SHALL BE LOCATED OUTSIDE THE RIGHT-OF-WAY AND SHALL NOT BE WITHIN THE SITE VISIBILITY TRIANGLE. A SIGN PERMIT WILL BE REQUIRED BY JEFFERSON TOWNSHIP.

## STREET DESIGN:

ALL STREETS SHALL BE DESIGNED TO THE FRANKLIN COUNTY SUBDIVISION REGULATIONS UNLESS A VARIANCE IS GRANTED BY FRANKLIN COUNTY PLANNING COMMISSION. THE APPLICANT IS REQUESTING THE FOLLOWING DIVERGENCES FROM THE REGULATIONS: 1) THE ENTRY ROAD BETWEEN THE NORTH AND SOUTH HIGHWAYS WILL BE PAVED 14 FEET WIDE WITH OPEN GRADE SWYDES TO THE STREAM AND NO CURBS AND; 2) THE "WEDGES" WILL BE PAVED ONLY 21 FEET WIDE (25 FEET BACK TO BACK OF CURBS) WITH PARKING RESTRICTED TO ONE SIDE; 3) THE ENTRY ROAD FROM WAGGONER ROAD WILL HAVE A GRASS MEDIAN.

FRANKLIN COUNTY PLANNING COMMISSION DENIED THE VARIANCE REQUESTS FOR ITEMS 1 AND 2 PERTAINING TO THE STREET WIDTH REDUCTIONS ON MAY 14, 2008. ALL STREETS SHALL BE DESIGNED PER THE FRANKLIN COUNTY SUBDIVISIONS. NOTES 1 AND 2 HAVE BEEN REMOVED FROM THE TEXT.

FRANKLIN COUNTY PLANNING COMMISSION GRANTED A VARIANCE TO ALLOW THE SINGLE ACCESS ROADWAY FROM WAGGONER ROAD ON MAY 14, 2008.

FRANKLIN COUNTY PLANNING COMMISSION GRANTED A VARIANCE TO ALLOW THE GRASS MEDIAN AT THE ENTRANCE FROM WAGGONER ROAD ON MAY 14, 2008.

## STREET TREES / OPEN SPACE:

NO STREET TREES WILL BE INSTALLED ALONG THE NEW PUBLIC STREET. AT LEAST TWO TREES WILL BE RANDOMLY INSTALLED IN THE FRONT YARDS, THAN 3 INCH CALIPER ARE PRESERVED IN THE YARD, TO ENHANCE THE LESS FORMAL WOODED NATURE OF THE DEVELOPMENT. TREE TYPES WILL BE VARIED TO BE CONSISTENT WITH VARYING TREE TYPES IN THE AREA OF THE LOT. EXISTING TREE LINES ALONG WAGGONER ROAD WILL BE MAINTAINED TO THE EXTENT PRACTICABLE. THERE WILL BE "NON DISTURB ZONES" AROUND THE SOUTH, WEST AND NORTH PERIPHERY AND CENTRAL STREAM AS NOTED ON THE DEVELOPMENT PLAN. PROVIDED, HOWEVER, THAT DURING INITIAL DEVELOPMENT ACTIVITY CLEAN UP OF LITTER, REMOVAL OF FALLEN TREES, AND RESTORATION OF DISTURBED AREAS WILL BE UNDERTAKEN. BOLLARDS AT EVERY OTHER REAR LOT CORNER WILL DELINEATE INDIVIDUAL LOTS FROM ADJACENT "NON DISTURB" COMMON AREAS. LARGER TREES WILL BE MAINTAINED IN THE WAGGONER ROAD FRONTAGE WITH THE BALANCE OF THE AREA GRASSSED AND MAINTAINED BY THE HOA.

## MAILBOXES:

ALL HOMES SHALL HAVE A STANDARDIZED MAILBOX DESIGN, LOCATED ALONG STREET FRONTAGES.

## LIGHTING:

LANDSCAPE AND ENTRY SIGN LIGHTING IS PERMITTED; HOWEVER ALL SUCH ILLUMINATION MUST BE FROM CONCEALED SOURCES. ALL LIGHTING SHALL BE ARRANGED TO REFLECT LIGHT AWAY FROM ANY STREET OR ADJACENT PROPERTY; DIRECT OR INDIRECT GLARE INTO EYES OF MOTORISTS OR PEDESTRIANS SHALL BE PROHIBITED.

## DRAINAGE / OPEN SPACE:

STORMWATER MANAGEMENT WILL BE PROVIDED BY TWO RETENTION BASINS. THE BASINS WILL CONTAIN AREAS OF RAIN GARDEN / BIO-RETENTION AND WETLAND STRUCTURES. FINAL SIZES AND LOCATIONS REQUIRED WILL BE DETERMINED CONCURRENT WITH FINAL ENGINEERING. ALL COMMON OPEN SPACE AREAS WILL BE OWNED AND MAINTAINED BY THE HOA.

## INFRASTRUCTURE:

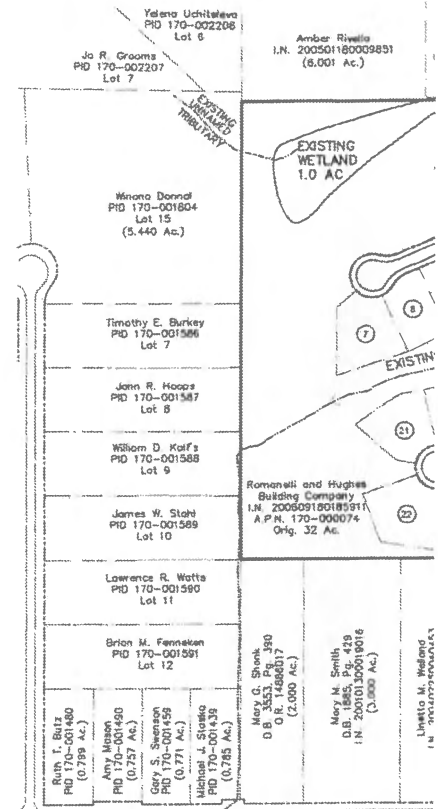
ALL LOTS ARE TO BE SERVED BY CENTRAL SEWER AND WATER SERVICE FROM JEFFERSON TOWNSHIP SEWER AND WATER DISTRICT. NO WATER WELLS ARE TO BE INSTALLED ON THE PROPERTY. THE FRANKLIN COUNTY ENGINEER'S OFFICE HAS CONFIRMED THE ENTRY ROAD INTERSECTIONS AND THE FACT THAT NO TRAFFIC STUDY IS REQUIRED FOR THE DEVELOPMENT DUE TO ITS SMALL SIZE. THE WEST SIDE OF WAGGONER ROAD IS TO BE WIDENED FOR THE LENGTH OF THE PROPERTY WITH AN ASPHALT OVERLAY AS SPECIFIED BY THE FRANKLIN COUNTY ENGINEER'S OFFICE.

## STORM DRAINAGE:

SUBJECT TO APPROVAL OF THE FRANKLIN COUNTY ENGINEER'S OFFICE AND OHIO ENVIRONMENTAL PROTECTION AGENCY, AND GRANTS OF ACCESS BY ADJACENT OWNERS, APPLICANT WILL IMPROVE THE FLOW CHARACTERISTICS OF THE DITCH RUNNING FROM THE SOUTHWEST CORNER OF THE PROPERTY TO HAVENS CORNERS ROAD TO REDUCE ADJACENT FLOODING. JEFFERSON TOWNSHIP WILL Aid DEVELOPER IN OBTAINING ACCESS EASEMENTS FROM THE ADJACENT PROPERTY OWNERS. THE PROPOSED WORK WILL CONSIST SOLELY OF "HAND WORK" TO REMOVE DEBRIS WHICH WILL IMPROVE THE FLOW CHARACTERISTICS. NO DREDGING WITH LARGE EQUIPMENT SHALL BE PERMITTED UNLESS AN INDIVIDUAL PERMIT IS OBTAINED FROM THE ARMY CORP OF ENGINEERS AND OHIO EPA.

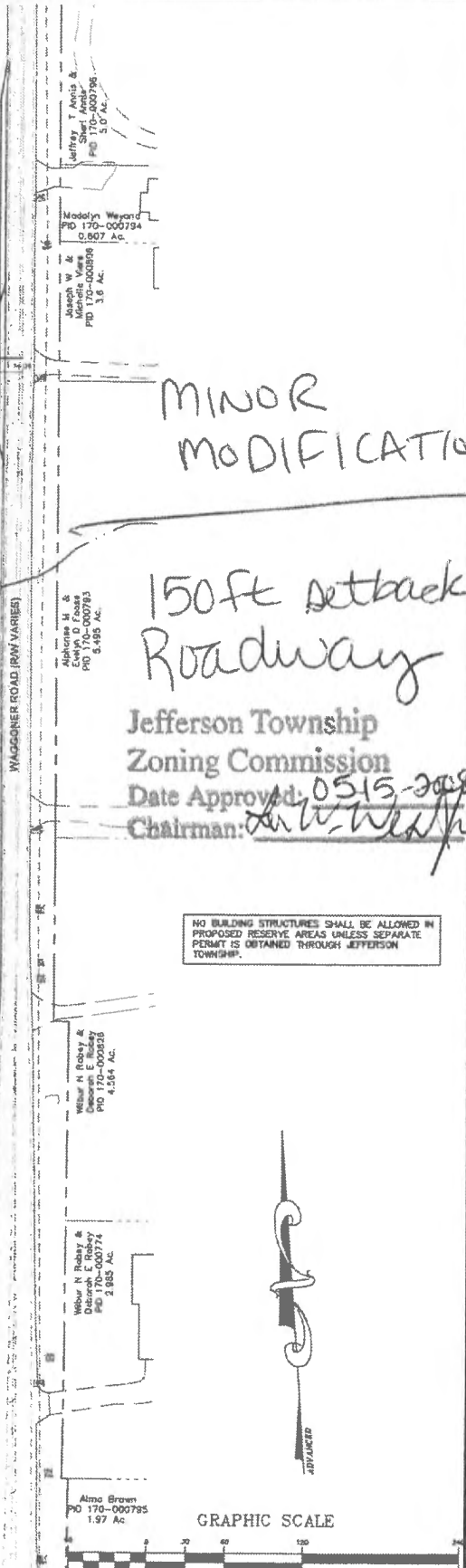
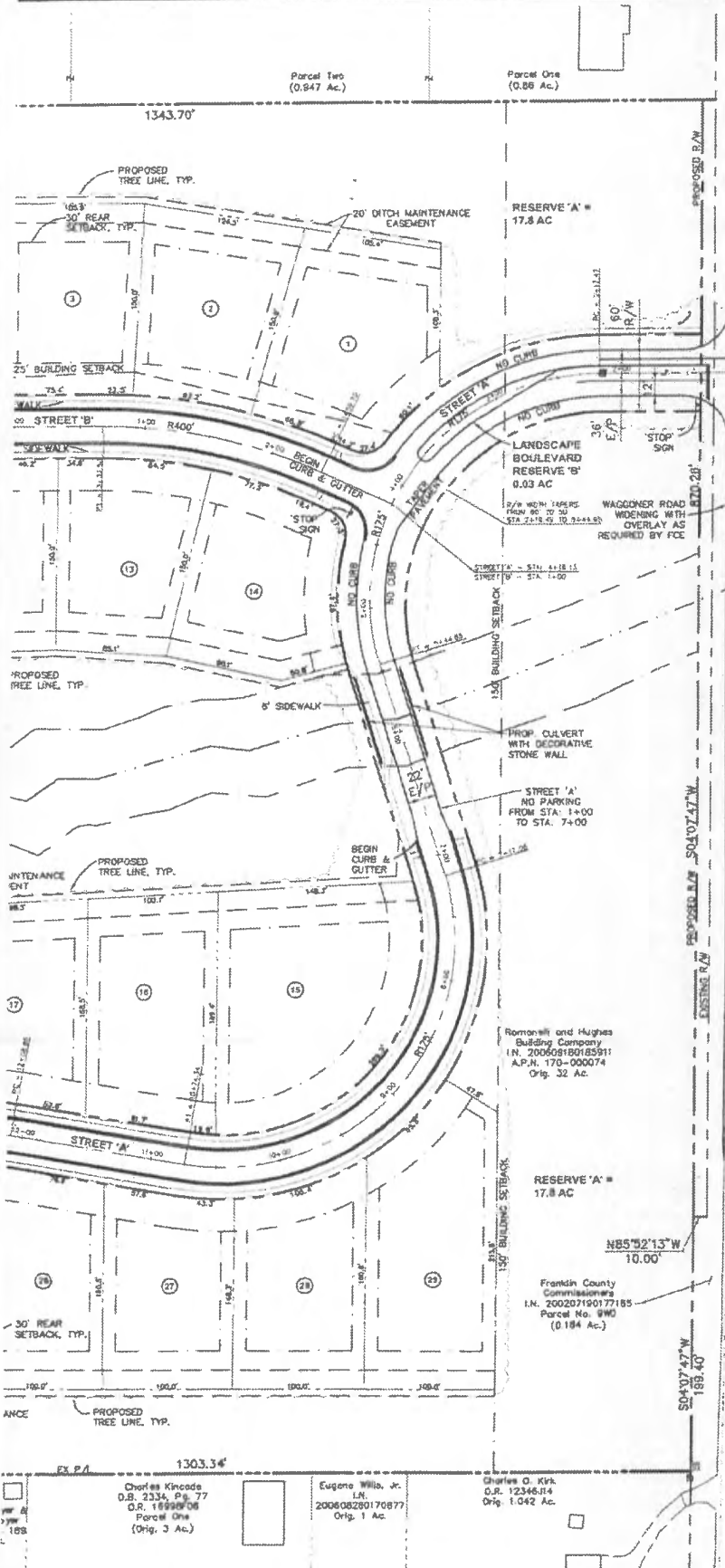
## SALES MODEL:

ONE HOME MAY BE USED AS A REAL ESTATE SALES OFFICE / MODEL HOME WITHIN WOODLAND CREEK. ONLY FOR SALES OF HOMES WITHIN WOODLAND CREEK. SUCH USE SHALL BE ENDED, AND THE MODEL HOME TRANSFORMED TO A SINGLE FAMILY RESIDENCE, AFTER THE SALE OF 25 HOMES. NO RESALE OF HOMES SHALL BE PERMITTED FROM THE MODEL HOME. ALL PROSPECTIVE BUYERS AND BUYERS SHALL BE NOTIFIED THAT ACTIVE LIVESTOCK HUSBANDRY, INCLUDING HORSE AND CATTLE RAISING, OCCURS ON ADJACENT LANDS.



Board of Trustees of  
Jefferson Township  
PID 170-003494  
Lot 60

Fieldstone Homeowners  
Association Inc.  
PID 170-003522  
Orig. (8.688 Ac.)



MINOR MODIFICATION

150ft Setback Roadway

Jefferson Township  
Zoning Commission  
Date Approved: 05/15/08  
Chairman: *[Signature]*

NO BUILDING STRUCTURES SHALL BE ALLOWED IN PROPOSED RESERVE AREAS UNLESS SEPARATE PERMIT IS OBTAINED THROUGH JEFFERSON TOWNSHIP.

GRAPHIC SCALE

( IN FEET )  
1 inch = 60 ft.

<p>PLAN PREPARED BY:</p> <p>422 E. Lorain Road Cincinnati, Ohio 45230 PH 514-987-7500 FAX 514-987-7553</p>
<p>PLAN PREPARED FOR:</p> <p>180 S. Main Street Cincinnati, Ohio 45219 PH 514-987-7500 FAX 514-987-7553</p>
<p>JEFFERSON TWP., FRANKLIN COUNTY, OHIO</p> <p><b>WOODLAND CREEK</b></p> <p><b>PRELIMINARY DEVELOPMENT PLAN</b></p> <p>FOR</p> <p><b>ROMANELLI &amp; HUGHES BUILDING COMPANY</b></p> <p><b>PRELIMINARY SITE PLAN</b></p>
<p>Issue Date:</p> <p>07/19/08: Franklin County Preliminary Development Plan</p> <p>04/14/08: Jefferson Township Zoning Commission / FDPC</p> <p>05/07/08: Resubmitted to the FDPC</p> <p>05/14/08: Revised per FDPC Approval</p>
<p>Date: 05/14/2008</p> <p>Scale: 1" = 60'</p>
<p>Drawn By: HAS</p> <p>Checked By: HGC</p>
<p>Project Number:</p> <p><b>07-0009-149</b></p>
<p>Drawing Number:</p> <p><b>317</b></p>

Parcel Two (0.847 Ac.) 1343.70'

Parcel One (0.86 Ac.)

RESERVE 'A' = 17.8 AC

RESERVE 'B' = 8.03 AC

RESERVE 'A' = 17.8 AC

Franklin County Commissioners  
I.N. 200207190177185  
Parcel No. 990  
(0.184 Ac.)

Charles Kincaid  
D.B. 2334, P# 77  
O.R. 18998/08  
Parcel One  
(Orig. 3 Ac.)

Eugene Mills, Jr.  
I.N. 200608280170877  
Orig. 1 Ac.

Charles O. Kirk  
O.R. 12346/14  
Orig. 1.042 Ac.

Alma Brown  
PO 170-000785  
1.97 Ac.

Wilbur N. Robey & Company  
PO 170-000774  
2.885 Ac.

Wilbur N. Robey & Company  
PO 170-000780  
4.584 Ac.

Alphonsa H. & Evelyn D. Foss  
PO 8-489 Ac.

Joseph W. & Michelle Voss  
PO 170-000898  
3.6 Ac.

Modolin Weyand  
PO 170-000794  
0.807 Ac.

Jeffrey T. Anker & Sheri Anker  
PO 170-000796  
5.0 Ac.

## WOODLAND CREEK WETLAND EVALUATION

MARCH 11, 2015

RECEIVED

MAR 15 2018

Franklin County Planning Department  
Franklin County, OH

691-V+PP

### Advanced Civil Design Project No: 11-0017-149

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#### 1.0 BACKGROUND

The Woodland Creek site is located on the west side of Waggoner Road and north of Havens Corner Road in Franklin County, Ohio. Civil & Environmental Consultants, Inc. (CEC) delineated a wetland near the northwest corner of the site in November 2004. The CEC delineation determined that the wetland was a Category 2 according to Ohio EPA ORAM protocol. CEC determined the boundaries of the wetland (Appendix A) and the wetland delineation was approved by the U.S. Army Corps of Engineers. In February 2008, Advanced Civil Design (ACD) completed an Indiana Bat Habitat Survey of the site. As part of the survey, an ACD representative met with U.S. Fish & Wildlife personnel for an onsite inspection. As part of the inspection, U.S. Fish & Wildlife inspected the wetland area and confirmed its presence.

#### 2.0 PURPOSE

The purpose of the March 11, 2015 Wetland Evaluation was examine the wetland to determine whether or not the boundary, as determined by CEC in 2004, has significantly changed.

#### 3.0 EVALUATION

The evaluation process involved reviewing the CEC 2004 delineation report with special attention to the Figure 2 that shows the wetland location and boundary. The evaluation also included a review of the current National Wetland Inventory (NWI) Map that covers the subject property, a review of recent aerial photographs of the site, and an onsite inspection, including photographs. Due to winter conditions, exact boundary demarcation is not possible because determining

wetland boundaries requires an examination of herbaceous plant species that typically require wetland conditions. Most of these plants are dormant during winter months. However, remnants of some of the 2014 crop of wetland plants was easily observable; and together with identifiable changes in topography and areas with ponded water or ice, the approximate boundary of the wetland is relatively easy to determine.

#### 4.0 RESULTS

The current NWI Map does not show any wetlands on the subject property. This comports well with the 2004 CEC report. In 2004, the only NWI Map available covering the subject property was dated 1995. As noted in CEC's report, the 1995 NWI Map does not show any wetlands on the site.


A 2012 aerial photograph of the property shows an area near the northwest corner of the property that is darker than the surrounding area. The darker area comports well with the wetland delineated by CEC.

Site photographs taken on March 11, 2015 comport well with site photographs presented in the 2004 CEC report. Some of the same type of wetland plants typically present in forested wetland areas in Ohio are evident in both sets of photographs. The general area of the wetland comports well in both sets of photographs.

#### 5.0 CONCLUSION

The boundary of the previously delineated wetland on the subject property does not appear to have significantly changed. This conclusion is based on:

- The review of the 2004 CEC report,
- The 2012 aerial photograph of the property,
- The review and comparison of NWI Maps,
- The comparison of site photographs taken in 2004 and 2015,
- The 2008 Indiana Bat Habitat Survey, and
- The March 11, 2015 onsite evaluation.

  
Richard Kelly, M.S. Civil/Environmental Engineering  
Director, Environmental Services  
Advanced Civil Design

## **APPENDIX A**

**2004 CEC WETLAND DELINEATION BOUNDARY  
CURRENT NATIONAL WETLAND INVENTORY MAP  
2012 AERIAL PHOTOGRAPHS**

WAGGONER



NOVEMBER 2004  
 CEC WETLAND DELINEATION  
 APPROVED BY U.S. ARMY CORPS OF ENGINEERS



U.S. Fish and Wildlife Service

# National Wetlands Inventory

## Woodland Creek

Mar 10, 2015

### Wetlands

- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other



This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or correctness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

User Remarks:



WETLAND  
AREA



2012 AERIAL PHOTOGRAPH  
← N

WETLAND  
AREA



2012 AERIAL PHOTOGRAPH  
CLOSE UP  
↑ N

## **APPENDIX B**

### **SITE PHOTOGRAPHS**

**Woodland Creek Site: Wetland Area Photographs March 11, 2015**



**1. Northeast area of wetland. Remnants of 2014 sedge and rush species in foreground.**



**2. Center area of wetland. Remnants of 2014 sedge, rush, and Carex species.**

**Woodland Creek Site: Wetland Area Photographs March 11, 2015**



3. Southwest area of wetland. Remnants of 2014 sedge and rush species.



691-V+PP

**DECLARATION OF COVENANTS, EASEMENTS, ASSESSMENTS,  
CONDITIONS AND RESTRICTIONS**

**FOR**

**WOODLAND CREEK**

**(A Planned Community Under  
Chapter 5312 of the Ohio Revised Code)**

THIS DECLARATION OF COVENANTS, EASEMENTS, ASSESSMENTS, CONDITIONS AND RESTRICTIONS (the “Declaration”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015 by ROMANELLI AND HUGHES BUILDING COMPANY, an Ohio corporation, of 148 West Schrock Road, Westerville, Ohio 43081 (“Developer”).

A. Developer is the owner of the real property more fully described in Exhibit A attached hereto and by this reference incorporated herein (the “Property” as defined hereinafter); and

B. Developer desires to develop the Property into a residential subdivision to be known as Woodland Creek, (the “Subdivision”), and to restrict the use and occupancy of the Property for the protection of the Property and the future owners of the Property and to provide for the preservation of the value of and amenities in the Subdivision for the benefit of the Owners of the Lots and the Improvements construction thereon; and

C. Developer declares that all of the Property shall be held, developed, encumbered, leased, occupied, improved, used and conveyed subject to the following covenants, easements, assessments, conditions and restrictions (the “Restrictive Covenants”), which shall run with the land and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, including the future Owners of any Lot (as hereinafter defined), the Developer, the Developer’s successors and assigns, and any utility

companies, whether public or private, or agencies or instrumentalities of local government providing utility services, who are granted rights herein; and

D. Developer deems it desirable for the accomplishment of these objectives to create an association to which is delegated and assigned the non-exclusive right and obligation to administer and enforce the provisions hereof, to own and/or maintain certain property, to have easements rights with respect to certain portions of the Property, to administer such property, and to collect and disburse funds necessary to accomplish these objectives. Accordingly, Developer shall cause to be incorporated a homeowners' association as a non-profit corporation under and pursuant to the laws of Ohio, whose Members are and will be all of the Owners of a Lot or Lots in the Subdivision.

NOW, THEREFORE, in pursuance of a general plan for the protection, benefit and mutual advantages of the property in the Subdivision, Developer, with respect to the property described on Exhibit A of this Declaration, hereby declares that all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, easements, assessments, conditions and restrictions, which are for the purpose of protecting the values and desirability of, and which shall run with the title to, each part of the Subdivision, and be binding on all parties having any right, title or interest therein, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Developer, each owner of the property in the Subdivision, the homeowners association, and the respective personal representatives, heirs, successors and assigns of each.

## **GENERAL PROVISIONS**

### **I. APPLICABILITY**

This Declaration shall apply to the entire Property as described on the attached Exhibit A. If Developer owns, and/or acquires additional parcels adjacent to or near the Property, intended by Developer for future development, generally consistent with the development of the Property, Developer may annex said additional parcels to, and if so annexed, declare them to be, subsequent phases of the Subdivision. Upon such annexation, Developer shall have the right, but not the obligation, to subject such annexed parcels to the terms and conditions of this Declaration. Developer may subject annexed parcels to this Declaration without modification, or Developer may supplement and amend this Declaration as it applies to such additional phases of development. As to each development phase of the Subdivision, Developer may re-record this Declaration with an attached exhibit which modifies and/or supplements this Declaration with respect to such phase, or Developer may incorporate this Declaration by reference into a supplemental declaration or an amendment hereto which establishes the modifications and/or

supplemental provisions desired by Developer to be applicable to such phase. The modifications and/or supplemental provisions applicable to different phases of development at the Subdivision may be comparable to, more restrictive or less restrictive than the parallel provisions applicable to other development phases, as determined to be appropriate by Developer in the exercise of its sole discretion. In the event of any inconsistency between the provisions of this Declaration and the provisions of any phase-specific modifications and/or supplements hereto, the terms of the phase-specific document shall control.

## II. DEFINITIONS

A. “Additional Property” – property that may in the future be subjected to the plan for the Subdivision provided hereby, and consists of such other property as Developer, in its sole discretion, may from time to time determine and designate as Additional Property.

B. “Articles” and “Articles of Incorporation” – the Articles, when filed with the Secretary of State of Ohio, incorporating Woodland Creek Homeowners’ Association, Inc. as a non-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code (“ORC 1702”).

C. “Assessments” – charges levied by the Association on Lots and their Owners, consisting of Membership Transfer Assessments, Operating Assessments, Special Assessments and Individual Lot Assessments.

D. “Association” – an association of all of the Owners of Lots in the Subdivision, at any time, except Owners of Exempt Property with respect to that property. The Association is being incorporated as an Ohio non-profit corporation named Woodland Creek Homeowners’ Association, Inc., or similar, which Association is also an “Owners Association” as that term is defined in Chapter 5312 of the Ohio Revised Code.

E. “Association Governing Documents” – the formative documents of the Association, consisting of articles of incorporation, code of regulations, its rules and all amendments and/or supplements thereto, this Declaration and all amendments and/or supplements thereto, applicable building and zoning laws and ordinances, and any recorded plats.

F. “Board” and “Board of Directors” – the board of directors or other management body of the Association.



G. “Code of Regulations” and “Code” – the Code of Regulations of the Association created under and pursuant to the provisions of ORC 1702, providing certain operating rules and procedures for the Association. A true copy of the Code of Regulations is attached to this Declaration as Exhibit B and made a part hereof by this reference.

H. “Common Elements” – all real and personal property now or hereafter acquired pursuant to this Declaration or otherwise, and owned by the Association, or benefitted by easement to it, for the common use and the enjoyment of the Owners, or for the operation of the Association. The Common Elements may include open spaces, reserve areas, entranceway and community border features, detention areas, private drives, and other property designated by Developer or the Board to be Common Elements, and benefiting the Owners and Occupants of the Lots and Improvements in the Subdivision. The Common Elements shall include not only real or personal property owned by the Association, but also shall include real or personal property for the maintenance of which the Association has responsibility under this Declaration, pursuant to applicable zoning regulations, approved plat(s), and/or under any agreement entered into by the Developer or by the Association, the terms of which are binding on the Association. The Common Elements initially include, but are not limited to, ownership and maintenance of Reserves A and B as described in Exhibit A, the maintenance responsibilities for Reserves A and B as described in Exhibit A, and may include additional areas in the future as Additional Property is made part of the Subdivision.

I. “Common Expenses” – expenses incurred in maintaining the Common Elements and shall mean the projected expense of maintaining all Common Elements at the time that the Subdivision is completely developed and all Lots are resident occupied.

J. “Developer” – Romanelli and Hughes Building Company, an Ohio corporation, and any manager, officer, shareholder, successor or assignee thereof to which Developer specifically assigns any of its rights under this Declaration by a written instrument.

K. “Design Review Board” – the board or committee appointed by the Board to review, approve or disapprove and oversee construction of, and all subsequent modifications, additions or alterations to Improvements.

L. “Exempt Property” – any portion of the Property comprising the Subdivision (a) now or hereafter dedicated to common public use or owned by the United States, the State, the County, the City, the Township, any school board, or similar governmental body, or any instrumentality or agency or any such entity, for so long as any such entity, instrumentality or agency shall be the owner thereof, or (b) owned by the Association; provided in either such case, the same is not utilized as a residence.

M. “Improvements” – all man-made or man-installed alterations to the Property which cause the Property to deviate from its natural condition, including but not limited to single-family homes, dwellings, buildings, outbuildings and garages and other 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, hot tubs, and spas, sport and recreational courts, fixtures and facilities, including recreational equipment, slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, mailboxes, decks, patios, porches and walkways, planted trees, hedges, shrubs and other forms of landscaping, and all other structures or improvements of every type.

N. “Individual Lot Assessment” – an Assessment that the Board may levy upon a Lot and its Owners to reimburse the Association for costs incurred solely on behalf of that Lot, or the Owners thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner of the Lot; costs of additional insurance premiums reasonably allocable to an Owner because of use of Improvements on that Lot; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; administrative charges for violations of the Association Governing Documents, late charges, and interest on delinquent Assessments, and costs of collection of delinquent obligations to the Association, including attorneys’ fees and court costs, and all other charges reasonably determined to be chargeable solely to a Lot and its Owners.

O. “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 by Developer, excluding the Common Elements and any portion of the Property dedicated for public use. Developer has and reserves the right to split and/or combine currently platted Lots into new platted Lots without the consent or approval of Owners of other Lots in the Subdivision, as Developer may deem such split or combination to be beneficial to the Property from time to time. Any and all references herein to a “Lot” shall include any such replatted Lots. Once a split/combination is completed, the former lots shall cease to be “Lots” for any and all purposes hereunder.

P. “Manager” – the person or entity retained by the Board to assist in the management of the Association.

Q. “Member” – any person entitled to membership in the Association, as provided for in Article VII.

R. “Membership Transfer Assessment” – an Assessment levied by the Association each time the fee simple interest in a Lot with a dwelling on it is transferred for value to a bona

fide home purchaser, or in the case of a sale under a land installment contract, each time a land installment contract, for value, for a Lot with a dwelling on it is recorded.

S. “Occupant” – a person residing in a dwelling on a Lot, regardless of whether that Person is an Owner.

T. “Operating Assessment” – an Assessment that the Board may levy from time to time upon all Lots, other than Exempt Property, and their Owners, pursuant to the terms of this Declaration, to provide funds to pay Common Expenses, that is, funds needed to meet cash requirements of the Association for its operations and reasonable revenues.

U. “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 Developer.

V. “Person” – a natural individual, trustee, corporation, partnership, limited liability company, or other legal entity capable of holding title to real property.

W. “Planned Community Act” – Chapter 5312 of the Ohio Revised Code.

X. “Property” - all of the real property described in Exhibit A attached hereto and such Additional Property as may be annexed by amendment to this Declaration, or added to the Subdivision by a supplemental declaration or amendment to this Declaration from and after such time as the Additional Property is subject to the provisions hereof, or real property that is owned in fee simple by the Association, together with all easements and appurtenances.

Y. “Reserve Fund” – the fund established pursuant to Article IX.

Z. “Rules” – the rules and regulations governing (i) use of the Property and the Common Elements and (ii) the conduct of Members and their respective families, guests, licensees and invitees, as may be established by the Board from time to time, together with the architectural standards that may be adopted by the Design Review Board from time to time.

AA. “Special Assessment” – an Assessment that the Board may levy upon all Lots, except Exempt Property, to pay for unanticipated operating deficiencies, or to pay for capital expenditures not regularly budgeted and not to be paid out of monetary reserves, such as costs for major capital improvement replacements and for major new capital improvements, or any other similar purpose determined appropriate by the Board in furtherance of its functions hereunder.

BB. "State" – the State of Ohio, and, unless the context requires otherwise, any political subdivision thereof exercising jurisdiction over the Property.

CC. "Subdivision" – all property that at any time has been subjected to the provisions of this Declaration (which includes all of the Property) and the Common Elements and any subsequent additions thereto.

DD. "Turnover Date" – the date on which Developer relinquishes its exclusive right to appoint all members of the Board, which date shall be no later than the date when the Subdivision has been fully developed and all Lots have been deeded to bona fide purchasers unrelated to Developer; provided Developer reserves the right, in its sole and absolute discretion, to turn over control of the Association, or selected functions thereof, at such earlier time as it determines.

### III. GOALS

The covenants, easements, conditions and restrictions contained in this Declaration 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.
- E. Compliance with the provisions of the Planned Community Act.

## DEVELOPMENT & USE RESTRICTIONS

### IV. 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 Developer and every Owner or Occupant, their respective heirs, successors and assigns, as well as their family members, guests and invitees.

A. Use of Lots. Except as otherwise permitted herein, each Lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to a residence. No Improvements of any kind or nature may be constructed on any Lot until and unless the plans therefore have been approved by the Design Review Board (or Developer if no Design Review Board has been established), as provided for hereinafter.

B. Use of Common Elements. Any Common Element may be used only in accordance with the purposes for which it is intended and for any reasonable purposes incidental to the residential use of a Lot and shall be subject to the rules and regulations governing the use as promulgated by the owner or owner(s) of the property. All uses of the Common Elements 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 this Declaration, the laws of the State and the Rules, and other Association Governing Documents. The Association, acting through its Board of Directors, shall possess all power and authority vested in it pursuant to the Articles of Incorporation for the Association, including, but not limited to, the right to (i) contract, lease, or assign interest in; (ii) initiate, defend, negotiate and settle claims arising from casualty, condemnation or other actions with respect to; and (iii) establish rules governing conduct upon, the Common Elements owned by the Association and all Improvements located thereon.

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

D. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Developer while marketing the Lots and residences for sale; (ii) street and identification signs installed by the Association, the Developer; or a local governmental body having jurisdiction over the streets within the Subdivision; (iii) one temporary real estate sign on a Lot not to exceed six square feet in area advertising that such Lot is for sale; and (iv) for a reasonable period of time before, and not to exceed three days after, a public governmental election in which the Lot Owners are permitted to vote, up to three temporary political signs of not more than six square feet each, expressing support for or opposition against an individual candidate or issue which is the subject of the current election. Political signs containing information or expressing opinions other than simple support for or opposition against a specific candidate or issue may be removed by the Association, and not more than one sign for or against any specific candidate or issue may be posted or displayed on

any one Lot. No such signs may be posted in or on any portions of the Common Elements owned by the Association except signs authorized and approved by the Board.

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 Elements, unless expressly permitted by the Rules. All domestic pets shall be properly restrained and shall not be permitted to roam free or loose on the Property, other than on the Lot of the owner of such pet(s). No animal, including a domestic pet, shall be kept on the Property if the size, type or characteristics of such animal constitute a nuisance. Proper Lot maintenance as required elsewhere herein shall include the obligation to regularly remove pet waste from an Owner's Lot. Outdoor dog houses, animal cages, dog runs and other similar objects, whether or not affixed to the ground, are prohibited without the express prior review and approval of the Design Review Board, which may be withheld in the Design Review Board's sole discretion.

F. Nuisances. No noxious or offensive trade shall be permitted on the Property or within any building, dwelling or other structure located on the Property, nor shall any use be made nor condition allowed to exist on any Lot which unreasonably disturbs or interferes with the quiet occupancy of any Person residing on any other Lot.

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. This provision shall not prohibit (i) a "home office" use, in connection with which no non-resident employees are working on the Property, and no customers, employees, subcontractors or other third parties park on the Property, or (ii) during the construction and initial sales period, the use of Lots, including dwellings and other Improvements constructed thereon, and Common Elements for construction and sales purposes, including the construction and operation of sales models and/or trailers by Developer and/or by builders as approved by Developer, in its sole discretion.

H. Storage. No open storage of any kind is permitted. No storage buildings of any kind are permitted, including without limitation, sheds or barns, unless approved by the Design Review Board.

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

J. Vehicles. The Board shall be entitled to create and enforce reasonable rules concerning the parking of any vehicle permitted in the Property. In addition to its authority to levy Individual 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, including on Lots, unless such vehicles are located in permitted, enclosed structures shielded from view.

No commercial vehicles, watercraft, snowmobiles, trailers, campers, buses or mobile homes shall be parked or stored on the street in the Subdivision, or on any Lot (except in an enclosed permitted structure shielded from view). The Board may permit the occasional, non-recurring parking of vehicles otherwise prohibited by the foregoing sentence, and may require as a condition of such permission that the owner of the vehicle or the Lot on which it is parked substantiate that such parking is limited to less than forty-eight (48) consecutive hours, and not more than ninety-six (96) cumulative hours in any thirty (30) day period. Nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during the construction of residences on the Lots. In addition, no automobile or other motorized vehicle of any type or description which is not functionally or legally operable on public highways shall be kept, stored, operated or maintained on or in front of any Lot within the Subdivision for a period longer than seven days, unless the same is entirely contained and shielded from view within a permitted structure. Any vehicle so kept, stored, operated or maintained shall be considered a nuisance, and the Board shall have the right and authority to have the same removed at the owner's expense.

As used herein, the word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or the storage or conveyance of animals, machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The term "commercial vehicle" shall include and mean every type of vehicle, whether or not motorized, which is designed and used exclusively or primarily for anything other than personal transportation of ten or fewer persons at one time. Vehicles larger than ten person passenger vans are conclusively presumed to be commercial vehicles, whereas passenger cars, passenger vans (full-sized or mini-vans), pickup trucks, sports-utility vehicles, and motorcycles are presumed to be designed and used for personal transportation. Vehicles which are not conclusively presumed to be commercial by virtue of their size, and which are used by the operator thereof for both business and personal purposes, shall not be considered "commercial vehicles" merely by virtue of advertising information painted or otherwise affixed thereto.

K. Trash. Except for the reasonably necessary activities of the Developer 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, screened

from view, and stored either inside of a permitted structure, or to the side or rear of the home constructed on the Lot.

L. Antennae. To the extent such prohibition is permitted by federal legislation, no outside radio, satellite dish, television or other electronic antennae or aerial may be erected or maintained on any Lot or the exterior of any Improvement, without the prior written approval of the Design Review Board. Standard TV antennae and other over-the-air reception devices (including satellite dishes) of one meter (39 inches) in diameter or less shall be permitted to be erected or installed provided, however, that no exterior antenna, satellite dish or similar exterior improvement shall be installed upon any Lot without first providing written notice to the Design Review Board. Installation of standard TV antennae and over-the-air reception devices shall comply with any and all rules and guidelines adopted by the Design Review Board or the Board concerning location and general screening requirements and reasonable color blending requirements in order to minimize visual disturbance; provided, however, that such rules or regulations do not unreasonably increase the cost of installing, maintaining, or using such devices, or otherwise unreasonably delay an Owner's right to receive acceptable over-the-air signals.

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

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

O. Street Trees/Lot Trees. No street trees will be installed along the public street by Developer. Developer may designate two (2) or more trees as deemed necessary by Developer to be installed on each Lot, provided, however, if any existing trees located on any of the Lots are greater than three (3) inch caliper then Developer shall preserve two (2) or more of such existing tree(s) and shall not install any other trees on such Lot. Each Owner shall care for, and, if necessary, replace such trees at the Owner's expense with others of like type.

P. Mailbox. Developer may designate a curb side mailbox for each Lot with a design giving uniformity to the Subdivision. 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 like kind, design, pattern and color as the initial mailbox.

Q. Yard Lighting and Lamp Posts. All yard lights and lamp posts shall conform to the standards set forth by the Design Review Board and Jefferson Township Code Section 850.02.



R. Fencing. The Design Review Board shall have the authority to establish standards according to which fencing and walls may be permitted in the Subdivision. Said authority shall include the power to prohibit fencing or walls, or both, entirely, to prohibit or require fencing or walls of certain types, and to prohibit or require fencing or walls of certain types (or entirely) in certain areas. All fencing and walls shall meet any applicable requirements (if any) in Paragraph T below, and shall conform to the standards set forth by the Design Review Board, and must be approved by the Board, in writing, prior to the installation thereof. By way of example, and not limitation, and subject to the provisions of Paragraph T below, compliance with the following standards shall be considered by the Design Review Board in reviewing fence applications:

i. Fences shall be split rail and in the style and color as set forth on Exhibit C, attached hereto;

ii. No fence or wall shall be constructed in excess of forty-eight inches (48") above finished grade, provided however that if a governmental agency exercising jurisdiction over the property on which the fence or wall is to be constructed requires a minimum height in excess of forty-eight inches (48") for safety reasons (i.e. swimming pool enclosure), such fence or wall may exceed forty-eight inches (48") above finished grade, but only to the extent necessary to meet the governmentally required minimum;

iii. Fences or walls shall not be located closer to the street than a line parallel to the street and extending from the midpoint between the front and rear corners 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 feet (3') in height which are located on or adjacent to entrance platforms or steps; and

iv. Fences shall be constructed parallel to property lines where possible, and shall be located either (i) immediately at the property line (so as to allow adjacent Owner to connect thereto with fencing), or (ii) set back not less than three feet (3') from the property line. Fences shall not be erected in such a fashion as to 'jog' around utility junction boxes unless such boxes are physically located straddling the property line.

The Developer has the right to mandate the use of one or more specific fence styles by publishing a detail containing the construction specifications therefor. Such an election may be made by the attachment hereto of such a detail as Exhibit C, or by the later filing of an amendment or supplement to this Declaration containing the fence detail(s). If no Exhibit C is attached to this Declaration, the Developer has not elected to require specific fencing at this time. Nothing contained herein shall be interpreted or construed to permit the use of approved fencing materials to accomplish a purpose or use otherwise prohibited.

S. Swimming Pools. No above ground swimming pools shall be permitted. For purposes hereof, an “above ground swimming pool” shall be any pool extending twelve inches (12”) or more above the finished grade of the Lot and having (i) a water surface area in excess of thirty-six square feet; or (ii) a filtration system of any description. This paragraph shall not be intended to prohibit the installation of a hot tub or sauna.

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

U. Clothes Lines. No clothing or any other household fabrics shall be hung in the open on any Lot, and no outside clothes dryer or airing facilities shall be permitted.

V. Holiday Displays. Any exterior holiday displays placed on any Lot, such as, but not limited to, exterior lights, holiday scenes, characters or music, shall be tasteful, not unduly large in size, not offensive to neighbors or other residents of the Subdivision, and of limited duration. The Board shall be permitted to establish Rules regarding holiday displays.

W. Hunting, Trapping, Fishing and Firearms. No hunting, trapping and fishing shall be permitted on any portion of the Property. No outdoor discharge of a firearm shall be permitted on any portion of the Property.

## V. ARCHITECTURAL STANDARDS

All Property at any time subject to this Declaration shall be governed and controlled by this Article.

A. Design Review Board. The Design Review Board shall be a board consisting of three (3) persons. Until the Turnover Date, Developer shall have the sole and exclusive right to appoint and remove all three members of the Design Review Board at will, and may elect in the exercise of its sole discretion, to act itself as the Design Review Board (or appoint an agent to act in its place) in lieu of appointing individuals. After the Turnover Date, the Board of Directors

(as set forth in Article VII, Paragraph B) shall have the right to appoint all three members to the Design Review Board, or to appoint an agent to act in the Design Review Board's place, at will.

The Design Review Board shall have the exclusive authority, at a private or public meeting by action of two or more of the members thereof (if Developer has not elected to act itself or appoint an agent to act, in which case such authority shall be exercised by Developer or its agent) 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 that Owner's Lot and any Occupant thereof to comply with the standards promulgated 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), and no plantings or removal of plants, trees or shrubs, shall be permitted without, until and unless the Owner first obtains the written approval thereof from the Design Review Board and otherwise complies with the provisions of this Declaration.

B. Modifications. Except as otherwise provided in this Declaration, 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 or landscaping on any Lot, including without limitation, alter surfaces of existing Improvements or landscaping, change paint colors or roofing materials, construct or modify fencing, or install any 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. The Design Review Board may charge a nominal fee in connection with processing applications submitted pursuant to this Paragraph. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of that Owner's residence.

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration, the Design Review Board shall have the authority to grant reasonable variances from the provisions of Article IV, and from the provisions of this Article and from the architectural standards established pursuant to this Article, provided that the activity or condition is not prohibited by applicable law and does not conflict with the standards set forth in the Development Text for the Property adopted by the Jefferson Township Trustees; and provided further that, in its judgment, the variance is in the best interest of the Subdivision and is within the spirit of the standards of the Design Review Board. No variance granted pursuant to this Paragraph shall constitute a waiver of any provision of this Declaration as applied to any other Person or any other part of the Property.

D. Improvements and Landscaping by Developer. Notwithstanding any of the foregoing to the contrary, all Improvements including, but not limited to dwellings, buildings and

landscaping constructed by the Developer or its agents, or designated assignees, or constructed by builders approved by Developer, shall be deemed to comply in all respects with the provisions of this Declaration, any design guidelines, and the requirements of the Design Review Board, and shall not require approval of the Association, the Board, the Owners or the Design Review Board; provided that such Improvements comply with the provisions of this Declaration and the required architectural standards for the Subdivision adopted by the Developer.

E. Compliance With Zoning Requirements. All Improvements shall comply at all times with all zoning requirements of applicable governmental authorities.

## VI. EASEMENTS AND LICENSES

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

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 this Declaration or other Association Governing Documents. The Association may enter any Lot to remove or correct any violation of this Declaration or the Rules, or to maintain, repair and replace the Common Elements, 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 Developer may convey easements over the Common Elements owned by the Association to any entity for the purpose of constructing, installing, maintaining and operating poles, pipes, conduit, wires, swales, land contours, ducts, cables and other equipment or conditions necessary to furnish electrical, gas, sanitary or storm sewer, water, telephone, cable television and other similar utility or security services, whether of public or private nature, to the Property and to any entity for such other purposes as the Board or Developer deems appropriate; provided that such equipment or condition(s), or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Board or Developer may grant such easements

over all portions of the Property for the benefit of adjacent properties as the Board or Developer deems appropriate; provided that the grant of such easements imposes no undue, unreasonable or material burden or cost upon the Property; and further provided that the Board or Developer may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably delayed or withheld). Developer shall have the absolute right within (i) areas designated as drainage courses on the recorded plat of the Subdivision; (ii) all areas encumbered by general utility or specific storm drainage easements; and (iii) areas determined by sound engineering practice to be necessary to the proper drainage of all or part of the Subdivision, to enter upon Lots and perform grading and other construction activities deemed appropriated in the exercise Developer's judgment to install, modify, alter, remove or otherwise work on storm water drainage facilities and conditions (including both surface grading and subsurface structures). If any such entry and/or work performed by Developer results in damage to other portions of a Lot, or to any Improvements or landscaping thereon, Developer shall be responsible for the restoration of such portions, Improvements or landscaping at Developer's sole cost.

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

E. Easement for Maintenance. A non-exclusive easement is hereby granted to the Association to enter upon, over or through the Property for the purpose of performing maintenance responsibilities reserved to the Association in the recorded plats for the Subdivision or in this Declaration.

F. Reservation of Special Easements. Any areas marked by shading, cross-hatching or which are otherwise identified on Exhibit D, if an Exhibit D is attached to this Declaration, represent portions of the Property over, across, under and through which Developer reserves easements ("Special Easements") for the purpose of constructing Improvements or conveying rights deemed by Developer to be beneficial to the Property. Unless indicated otherwise on Exhibit D, if an Exhibit D is attached to this Declaration, the Special Easement areas are also No-Build Zones (as hereinafter defined). The Special Easement areas may be parts of individual Lots instead of on Common Elements. In such cases, the Owner(s) of the Lot(s) affected by the Special Easement(s) shall be and remain responsible for the ordinary care and maintenance of the Special Easement areas. If special fencing, landscaping, storm water detention/retention, or community safety or entry features are constructed in a Special Easement area by Developer, the State or the Association, the responsibilities of the Lot Owner on who Lot such Improvement has been constructed shall not exceed ordinary grass cutting, trimming and watering around such Improvements. Nothing contained in this Paragraph shall require that Developer reserve or establish Special Easements, and if no areas on Exhibit D, if an Exhibit D is attached to this

Declaration, have been shaded, cross-hatched or otherwise identified, Developer has not reserved any Special Easements.

G. No-Build Zones/No-Disturb/Buffer/Preservation.

1. Any areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit D, if an Exhibit D is attached to this Declaration, as “No-Build Zones” shall be areas in which no Owner shall have the right to construct or locate any Improvements, including but not limited to fencing. Landscaping may be located in No-Build Zones, provided that prior approval for such landscaping has been granted by the Design Review Board. In vegetated No-Build Zones, Owners may perform maintenance necessary for the safety of persons and property (i.e. removing noxious and poisonous plants, or removing dead trees which may fall and harm persons or other Improvements). Grassed No-Build Zones shall be mowed, trimmed and watered by the Person(s) responsible for the maintenance of the specific area in question according to the other terms hereof;

2. Any areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit D, if an Exhibit D is attached to this Declaration, as “No-Disturb Zones” are deemed to be No-Build Zones, except that within No-Disturb Zones, Owners may not disturb or perform any maintenance or locate any Improvements in such zones without the prior approval of the Developer.

3. Any areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit D, if an Exhibit D is attached to this Declaration, as “Buffer” areas are deemed to be No-Build Zones. The Developer may install landscaping within any Buffer area, and an easement for such installation is hereby expressly reserved. Unless otherwise provided on the plat or herein, the on-going maintenance of Developer-installed landscaping in Buffer areas shall be the responsibility of the Owner(s) on whose Lot(s) the landscaping is located. No Owner may remove or install any plant material in any designated Buffer area without the express written consent of the Association;

4. Any areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit D, if an Exhibit D is attached to this Declaration as “Preservation” zones, “Conservation” zones or the like are deemed to be No-Build Zones, except that no landscaping within such zone(s) (including noxious or ‘poisonous’ plants) shall be removed unless the same pose(s) an imminent danger or falling with a likely result of injury or damage to person or property, and no Improvements shall be constructed or activities conducted that could adversely affect the survival of such landscaping. Grassed Preservation zones may be (but are not required to be) mowed at the election of the Owner on whose Lot such zone is located, provided that no underbrush or vegetation other than grass shall be mowed or removed. Periodic

watering and/or fertilizing that is not deleterious or harmful to the landscaping in a Preservation zone is permitted. Debris from dead plant material may be removed from a Preservation zone;

5. Any areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit D, if an Exhibit D is attached to this Declaration, as “Tree Preservation Zones”, “Conservation Zones” or the like, are deemed to be no-build zones, and as such, no structure or building shall be placed upon, in or under such a designated area, except for storm water drainage facilities and underground utility systems. The natural state of said are, to include the trees, vegetation (including noxious or “poisonous plants”), and water drainage therein, shall not be disturbed, unless the same pose(s) an imminent danger of falling with a likely result of injury or damage to person or property, and no Improvements shall be constructed or activities conducted that could adversely affect the survival of such landscaping. Grassed Tree Preservation Zones may be (but are not required to be) mowed at the election of the Owner on whose Lot such zone is located, provided that no underbrush or vegetation other than grass shall be mowed or removed. Periodic watering and/or fertilizing that is not deleterious to the landscaping in a Tree Preservation Zone is permitted. Debris from dead plant material may be removed from a Tree Preservation Zone. The Owner of the Lot or Common Elements that includes a Tree Preservation Zone shall care for and maintain that portion of such zone as falls within that Owner’s property;

6. Any areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit D, if an Exhibit D is attached to this Declaration, as “Wetland Preservation Zones”, “Stream Buffer Zones” or the like, are deemed to be no-build zones, and as such, such zones shall forever be restricted from development of Improvements or related uses of any kind. Any activity or use which would, as a natural consequence, impede or make more difficult the accomplishment of the purpose or intent of these zones is expressly prohibited. Without limiting the foregoing, the following activities are expressly prohibited: (i) dumping or burning or refuse; (ii) hunting or trapping; (iii) disturbance, excavation or removal of natural resources, including, but not limited to, topsoil, sand, gravel, or rocks; (iv) any activity that may contribute to erosion of land; (v) cutting or removal of trees or vegetation, except that dead, diseased, noxious or decayed trees may be removed as required for conservation or scenic purposes, or for reasons of public safety; (vi) private encroachment, including but not limited to, planting of flowers, shrubs, garden material, dumping of trash or debris, or the installation of any type of recreation or other facility or convenience; and (vii) installation of new construction of roads or public utility facilities;

7. Any areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit D, if an Exhibit D is attached to this Declaration, as “Scenic Easement”, or the like, are deemed to be no-build zones, and as

such, no structure, building or accessory of any kind shall be placed upon, in or under such a designated area, except for storm water drainage facilities and underground utility systems. The natural state of said area, including but not limited to, the trees, vegetation and water drainage therein, shall not be disturbed, except that dead, diseased, noxious or decayed trees may be removed as required for conservation or scenic purposes, or for reasons of public safety. The Owner of the Lot or Common Elements that includes a Scenic Easement shall care for and maintain that portion of such zone as falls within that Owner's Lot; and

8. Any areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit D, if an Exhibit D is attached to this Declaration, as "Landscape/Maintenance Easement", or the like, are hereby reserved unto the Developer as non-exclusive easements for the purpose of constructing, installing, maintaining, enhancing, repairing and replacing landscaping and landscaping features. After sale of an affected Lot or parcel from Developer, the Owner of the Lot or Common Elements that includes a Landscape/Maintenance Easement shall care for and maintain that portion of such zone as falls within the Owner's Lot.

## **HOMEOWNERS' ASSOCIATION**

### **VII. MEMBERSHIP AND VOTING RIGHTS**

A. Membership. Every Owner shall be deemed to have a membership in the Association and, by acceptance of a deed to property in the Subdivision, every Owner agrees to and acknowledges being a Member of the Association. In the case of a Lot that is the subject of a recorded land installment contract, the vendee or vendees under that installment contract and not the vendor shall, while holding such interest, be a Member of the Association. 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 for the conveyance of fee simple title. Initially those Lots to which these membership provisions apply shall be those Lots that are subjected hereby to the provisions of this Declaration, but as portions of the Additional Property are subdivided and platted into Lots, and the Lots therein subject to the plan hereof by the recording of supplemental declarations or amendments to this Declaration, membership in the Association shall extend to and encompass the holders of fee simple interests in those Lots, and holders of vendee interest under recorded land installment contracts with respect to those Lots, on the same basis as set forth herein for membership. The foregoing is not intended to include Persons who hold 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 in common.

B. Governance. The Association shall be governed by a Board of Directors consisting of three (3) persons. Prior to the Turnover Date, the members of the Board shall be appointed by the Developer, or the Developer may elect to act as the Board, or it may appoint a managing agent to act as the Board on its behalf. No members, other than the Developer shall have voting rights in Association matters until the Turnover Date. The transfer of control on the Turnover Date shall take place at a meeting which shall occur no later than the date when the Subdivision has been fully developed and all Lots have been deeded to bona fide purchasers unrelated to Developer. Voting and all other matters regarding the governance and operation of the Association following the Turnover Date shall be set forth in the Association Governing Documents.

## VIII. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. Common Elements. Developer may, from time to time, at Developer's option, obligate the Association to maintain property not owned by the Association and may 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 Elements 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 Developer. The Association, subject to the rights of the Owners set forth in this Declaration and the Association Governing Documents, shall be responsible for the exclusive management and control of the Common Elements owned by the Association, if any, and all Improvements thereon, and shall keep it in good, clean, attractive and sanitary condition, order and repair, in accordance with the terms and conditions of this Declaration. The Developer and Association shall each have the right to grant easements to third parties over, across, under and/or through the Common Elements owned by the Association, including but not limited to easements for the construction, extension and/or expansion of utilities and conservation easements, all as the Developer and/or Association may be legally obligated or voluntarily disposed to grant. Regardless of whether Developer expressly conveys or assigns entry feature maintenance responsibilities to the Association, and irrespective of whether Exhibit D discloses the reservation of one or more easements over the entry(ies) to the Subdivision, the Association shall have the continuing right to maintain, modify and/or improve any and all entry features constructed by the Developer, and for such purpose all relevant easements that may be deemed necessary at any time for the Association's performance of work on or around the entry features are hereby deemed granted to the Association.

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

C. Cost-Sharing Agreements. The Association may enter into cost-sharing agreements with other homeowners associations pursuant to which the Association agrees (i) 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; and/or (ii) grants reciprocal rights, licenses and/or easements to members of each such associations to use and enjoy each other's common elements, subject to such rules and regulations, restrictions and fees as the Association may determine from time to time.

D. Rules and Regulations. The Board may make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with this Declaration and the Association Governing Documents. The Board shall have the power to impose sanctions on Owners for violations of the provisions of this Declaration, the Rules or the other Association Governing Documents, including without limitation: (i) reasonable monetary fines, charges or penalties, as may be permitted by law, which shall be considered Individual Lot Assessments, (ii) suspension of the right to vote as a Member of the Association, and (iii) suspension of the right to use the Common Elements owned by the Association. 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 the provisions of this Declaration, the Association Governing Documents or the Rules against any Owner, tenant, guest or invitee of any Owner, the amount shall be due and payable by such Owner and shall be a Lot Assessment against such Owner's Lot.

E. Implied Rights. The Association may exercise any other right or privilege given to it the laws of the State or any provision of the Association Governing Documents or given to it as an "owners association" by the Planned Community Act, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Declaration, or reasonably necessary to effect any such right or privilege, and unless otherwise expressly reserved to the membership or delegated to a Manager pursuant to Article VIII, Paragraph F below, the Board shall have the power and authority to act on behalf of the Association.

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

include any miscellaneous fees payable in the event of transfers or other transactions involving the Lots.

G. Insurance.

i. Fire and Extended (Special Form) Coverage. The Association shall, with respect to insurable property or interests owned by it, obtain and maintain insurance for all buildings, structures, fixtures and equipment and common personal property, now or at any time hereafter constituting a part of the Common Elements, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard coverage endorsements, with such limits, deductibles, and coverage as is deemed appropriate by the Board. This insurance shall (i) be written in the name of the Association; (ii) provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on any Lot, or other property, and its appurtenant interest, superior to the lien of a first mortgage; (iii) be obtained from an insurance company authorized to write such insurance in the State which has a current rating of Class A-/VIII, or better, as determined by the then latest edition of Best's Insurance Reports or its successor guide; and (iv) provide that the insurance carrier shall notify the Association and all first mortgagees named at least thirty days in advance of the effective date of any cancellation of the policy; provided that in the case of the Association's failure to pay the insurance premium when due, the carrier shall only be required to provide ten (10) days advance notice to the Association and all first mortgagees.

ii. Liability Coverage. The Association shall obtain and maintain a Commercial General Liability policy of insurance covering all of the Common Elements and the functions of the Association insuring the Association, the officers and directors, and its Members, with such limits as the Board may determine, but no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate, for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of any Member because of negligent acts of the Association, the Board, or other Members, and shall include, without limitation, coverage for legal liability of the insured's for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements, and other legal liability, including liability under contractual indemnity clauses and liability arising out of lawsuits related to any employment contracts of the Association. Each such policy must provide that it may not be canceled by any party, without at least thirty (30) days prior written notice to the Association and eligible holders of first mortgage liens on a Lot or Lots.

iii. Directors' and Officers' Liability Insurance. To the extent reasonably available, the Board shall obtain, or cause to be obtained, directors' and officers' liability insurance in an amount of not less than \$1,000,000 for each claim and in the aggregate.

iv. Other. The Association may, in the Board's discretion, obtain and maintain the following insurance (i) fidelity bond coverage for all officers, directors, Board members and employees of the Association and all other persons handling or responsible for handling funds of the Association, (ii) workers' compensation insurance, (iii) additional insurance against such other hazards and casualties as is required by law, and (iv) any other insurance the Board deems necessary.

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

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 Elements, or any portion thereof. Each Owner hereby 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 in trust for the benefit of the Owners.

I. Books, Records. Upon reasonable request of any Owner, the Association shall be required to make available for inspection by any Owner all books, records and financial statements of the Association, except for those items deemed privileged, protected, or confidential in accordance with applicable law, rules or regulations, including but not limited to: (i) information that pertains to personnel matters; (ii) communications with legal counsel or attorney work product pertaining to proposed or pending litigation; (iii) information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidential requirements and that is subject to those requirements; (iv) information that relates to the enforcement of the Association Governing Documents against Owners; and (v) information the disclosure of which is prohibited by state or federal law. The Association may charge reasonable fee to cover the administrative costs of handling, copying, delivering, etc., the requested documents.

## **IX. ASSESSMENTS**

A. Operating Fund. The Board may establish an Operating Fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association and repairing and maintaining the Common Elements. The Board may also establish a Reserve Fund to which a portion of the Operating Assessments shall be credited to cover the costs of future capital expenditures and/or other non-recurring items not intended to be funded from the Operating Fund.

B. Types of Assessments. Each Owner, by accepting a deed to a Lot, is deemed to covenant and agrees to pay to the Association the following assessments: (i) Membership Transfer Assessment; (ii) Operating Assessments; (iii) Special Assessments; and (iv) Individual 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 Elements or by abandoning his/her Lot. Operating and Special Assessments shall be fixed at a uniform rate for all Lots.

C. Membership Transfer Assessments. Each time that there is the transfer for value of the fee simple interest in a Lot with a dwelling on it to a bona fide home purchaser, or in the case of a sale under a land installment contract, each time a land installment contract, for value, for a Lot with a dwelling on it is recorded, the purchasers and that Lot shall be assessed and there shall immediately become due and payable to the Association upon conveyance of the Lot a Membership Transfer Assessment of One Hundred Dollars (\$100.00). The Membership Transfer Assessments may be utilized by the Association in furtherance of its purposes, is not in lieu of any other Assessments, and is not refundable when a Lot is transferred.

D. Operating Assessments.

1. The purpose of the Operating Assessments is to provide funds to pay the following:
  - i. the cost of the maintenance, repair, replacement, and other services to be provided by the Association;
  - ii. the costs for insurance and bond premiums to be provided and paid for by the Association;
  - iii. the cost of utility services, if any, charged to or otherwise properly payable by the Association;
  - iv. the costs associated with the construction of new capital improvements on Common Elements, not replacing capital improvements installed by Developer.

- v. the estimated amount required to be to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;
- vi. an amount, deemed adequate by the Board, in its sole and absolute discretion, to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements, and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year should be maintained; and
- vii. the costs for the operation, management and administration of the Association, including, but not limited to, fees for the property management, landscaping, mowing, lighting, pavement maintenance, snow and ice removal, and mitigation for the Common Elements and other Improvements as set forth herein, real estate taxes and assessments for the Common Elements (but not individual Owner Lots), fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and any other costs to perform these services, and any costs of operations of the Association not otherwise specifically excluded;

the Board shall establish, levy and collect Operating Assessments against each Lot and its Owners subject to the same, an equal pro rata share of such costs, in accordance with the provisions of Article IX, Paragraph D.2 of this Declaration.

2. An equal pro rata share of the Operating Assessments shall be assessed and collected as follows:
  - i. Initial Period. Commencing on the date a Lot with a residential home constructed thereon is conveyed by Developer to a home purchaser, such Lot Owner shall be subject to and obligated to pay to the Association an Operating Assessment for the remainder of the calendar year, as determined by the Board, prorated through the date of closing and based on a 365 day year. This amount may have been prepaid by the Developer and if so, a credit back to the Developer will be collected at the closing on the Lot.
  - ii. Subsequent Calendar Year. For each full year following the year in which a Lot with a dwelling constructed thereon is first conveyed by the Developer to a home purchaser, the Lot Owner(s) of such Lot shall be obligated to pay to the Association the full Operating Assessment for each such year. For each calendar year, the Board shall establish an equal

Operating Assessment amount, to be charged to each such Lot for such year. The Assessment amount shall be determined by dividing among all Lots in the Subdivision that have a home constructed thereon and that has been conveyed to a home purchaser, the projected gross expenses anticipated to be incurred by the Association to operate the Association during that calendar year (including the payment of all costs to be incurred in maintaining all Common Elements, and appropriate reserve funds).

The Develop may pay, in its sole and absolute discretion, (a) an amount equal to the per Lot Operating Assessment multiplied by the number of Lots owned by Developer as of the first day of such year; or (b) an amount necessary to fund the actual difference between the Association's actual cost of operations for such year, and the amount of Operating Assessments assessed to Lot Owners for the year. If and to the extent funds provided by the Developer to the Association are necessary as a result of failure of Lot Owner(s) to pay all or any portion of the duly levied Assessments to the Association, such amounts provided by Developer may be characterized as non-interest bearing 'advances' or 'loans' by the Developer to the Association, which the Association shall be obligated to repay to the Developer upon demand, or which may be credited to the Developer's payment of deficit(s) in any future year(s).

- iii. Due Dates. The Operating Assessments issued to Lot Owners shall be payable in full within ten days of the date on which such Assessment is issued; provided, however that the Board may determine to allow payment in installments; monthly, quarterly or semi-annual. If payable in installments, the Assessment shall include a statement of the dates on which installments are due, and the Assessment shall be given to a Lot Owner not less than ten days prior to the due date of the first installment. Unless the Operating Assessment states that it is payable in installments, payment in full within ten days shall be required.

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

F. Individual Lot Assessments. The Board may levy an Individual Lot Assessment against any Lot Owner to reimburse the Association for costs incurred on behalf of that Lot, or as a consequence of any act or omission by any Owner, Occupant, or invitee thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of additional insurance premiums specially allocable to an Owner; costs of utility expenses chargeable to an Owner but not separately billed by the utility company; and all other costs associated with administrative and enforcement charges, including court costs and the Association's legal fees, (if any) reasonably determined to be an Individual Lot Assessment by the Board. By way of example, and not of limitation, the Board may levy an Individual Lot Assessment in the nature of an administrative charge reasonably determined by the Board against any Lot Owner who violates any provision of this Declaration, the Rules or the Association Governing Documents.

Except in the case of Individual Lot Assessments for utility charges, interest, late charges, returned check charges, court costs, arbitration costs, and/or attorney fees, prior to levying an Individual Lot Assessment, the Board shall give the Owner or Owners written notice of the proposed Individual Lot Assessment that includes: (i) the description of the violation of the restriction, rule or regulation allegedly violated; (ii) the amount of the Individual Lot Assessment; (iii) a statement that the Owner has a right to a hearing before the Board to contest the Individual Lot Assessment by delivering to the Board a written notice requesting a hearing within ten days after the Owner's receipt of notice of Individual Lot Assessment; and (iv) in the case of a charge for violation of a restriction, rule or regulation, a reasonable date by which the Owner must cure the alleged violation to avoid an Individual Lot Assessment.

The notice by the Board given pursuant to the foregoing may be delivered personally to the Owner or Occupant of the Lot to whom an Individual Lot Assessment is proposed to be charged, or by certified mail, return receipt requested, or by regular mail. In the event after such hearing the Board determines to levy the Individual Lot Assessment, the Board shall deliver to the Owner written notice thereof within thirty days of the date of that hearing.

G. Remedies.

1. Acceleration. If any Assessment, installment of an Assessment, or portion thereof, if not paid within ten days after the same has become due, the Board, at its option, without demand or notice, may call the entire balance of the Assessment due.

2. Interest; Late Charge. If any Assessment or portion of any Assessment remains unpaid for ten days after all or any part thereof shall become due and payable, the Board may charge interest on the entire unpaid balance from and after the date at the lesser of (i) twelve percent (12%), or (ii) the highest rate permitted by law. A reasonable administrative collection charge may also be assessed for any payment remaining unpaid



for ten days after it is due, which charge may be payable to the Association, or its Manager, as determined by the Board.

3. Application of Payment. Payments made by an Owner for Assessments shall be applied in the following priority: (i) to interest accrued on the delinquent Assessment(s), or installments or portions of installments thereof; (ii) to administrative late fees charged with respect to the delinquency; (iii) to reimburse the Association for enforcement charges and collection costs, including but not limited to, attorneys' fees and paralegal fees incurred by the Association in connection with the delinquency; and (iv) to the delinquent Assessment, or installment or portion thereof, applying to the oldest principal amounts first.

4. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest and late fees thereon, and any and all costs of collection, including reasonable attorneys' fees, shall become the joint and several personal obligations of the Owners of the Lot charged the same, beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute and prosecute to completion an action at law on behalf of the Association against the Owner(s) personally obligated to pay any delinquent Assessment, and/or an action to foreclose the Association's lien or liens against a Lot or Lots for unpaid Assessments owed by that Lot and the Owner(s) thereof. If any such action, interests and costs of such action, including reasonable attorneys' fees, shall be added to the amounts owed by the Owner(s) and the Lot to the extent permitted by Ohio law. An Owner's personal obligation for a Lot's delinquent Assessments (including accrued interest, late fees and costs of collection 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 shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

5. Liens. All unpaid Assessments, or portions thereof, together with any interest and charges thereon or costs of collection, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment, or portion thereof, remains unpaid for ten (10) days after it is due, the Board may authorize any officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and costs, with the appropriate governmental office containing a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, the amount of the unpaid portion of the Assessment, and such other information as the laws of the State may require. The certificate may be signed by any officer, authorized agent or Manager

of the Association. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. The Assessment lien shall remain valid for a period of five 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 unless the lien is discharge by the final judgment or order of any court having jurisdiction. Notwithstanding the foregoing, the lien for Assessments provided for in this Paragraph shall be subordinate to the lien of any bona fide first mortgage on a Lot.

6. Subordination of Lien. The lien of the Assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Lot recorded prior to the date on which such lien of the Association is perfected by the recording of a certificate of lien, and any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid Assessments against the mortgaged Lot which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Owner.

7. Estoppel Certificate. The Board shall, within a reasonable time follow receipt of a written demand and for a reasonable charge, furnish a certificate signed by the President or other designated representative of the Association, setting forth whether the Assessments on a specified Lot have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

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

## X. MAINTENANCE

A. Maintenance by Association. The Association shall maintain and keep in good repair the Common Elements as provided herein. This maintenance shall include, without limitation, maintenance, repair and replacement of (i) all landscaping and other flora, structures, and Improvements situated upon Reserves A and B as identified on Exhibit A together with all personal property used in connection with the operation of Reserves A & B identified on Exhibit A, (ii) all landscaping and other flora, structures and Improvements on Reserves A & B as identified on Exhibit A that are not maintained or to be maintained by Jefferson Township and

all personal property used in connection with the same, and (iii) all other Common Elements owned or to be maintained by the Association pursuant to the provisions of the Association Governing Documents, applicable zoning or other recorded instruments. Further, the Association may, in its discretion and to the extent determined by the Board, choose to maintain property that it does not own, the maintenance of which would, in the opinion of the Board, benefit the Subdivision.

B. Maintenance by Owner. Each Owner or Occupant shall repair, replace and maintain in good order and safe and sanitary condition, at that Owner's expense, that Owner's Lot, and all portions of, Improvements to, structures on, and, equipment and components used in connection with, that Owner's Lot, except to the extent the maintenance responsibility is otherwise expressly assumed by the Association pursuant to provisions of this Declaration or by a governmental authority. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at that Owner's own expense all maintenance, repairs and replacements within such Lot that, if omitted, would adversely affect the safety and usefulness of the Common Elements. Each Owner shall maintain those portions of that Owner's Lot that are adjacent to any portion of the Common Elements in accordance with the Rules and the requirements set forth in this Declaration.

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

D. Damage to Common Elements by Owner or Occupant. If any portion of the Common Elements is damaged by any Owner or Occupant, his/her family, guests or invitees, then the Board may levy an Individual 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 Elements adjacent to such Lot.

## XI. MISCELLANEOUS

A. Term. The provisions of this Declaration shall bind and run with the land for a term of forty (40) years from and after the date that this Declaration is filed for recording with the Recorder of Franklin County, Ohio and thereafter shall automatically renew forever for successive periods of ten (10) years each, unless terminated with the consent of Members exercising not less than one hundred percent (100%) of the voting power of all Members.

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

C. Amendments. Until the Turnover Date, Developer may, in its sole and absolute discretion, unilaterally amend the provisions of this Declaration at any time and from time to time, without the consent of any other Owners or the Association. Any such amendment may impose covenants, conditions, restrictions and easements in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of any property in the Subdivision. After the Turnover Date, Developer may unilaterally amend the provisions of this Declaration, without the consent of any other Owners, if such amendment is: (i) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots, (iii) necessary to conform to the requirements of the United States Federal Housing Administration or the Veterans Administration, or (iv) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner or Owners have thereof consented to such amendment in writing.

Before or after the Turnover Date, Developer shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion, to subject all or any part of the Additional Property to the provisions of this Declaration at any time and from time to time by executing and recording with the Recorder's office of Franklin County, Ohio, an amendment to this Declaration specifying that such Additional Property is part of the Subdivision. Such an amendment shall not require the joinder or signature of the Association, other Owners, mortgagees, or any other Person. In addition, such amendments to this Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions as may be

necessary or appropriate, as determined by Developer, to reflect and address the different character or intended development of any such Additional Property.

After the Turnover Date, this Declaration may be amended or modified with the approval of Owners holding not less than seventy-five percent (75%) of the voting power of all Owners in the Association either in writing or in a meeting called for that purpose; provided, however, that the consent of Developer shall be required for any amendment or modification which affects Developer's rights hereunder, and further provided that the consent of all Owners shall be required for any amendment which effects a change in the voting power of any Owner, the method of allocating Common Expenses among Owners, or the fundamental purpose for which the Association is organized, or to terminate the provisions of this Declaration. Any amendment to this Declaration adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in this Declaration by the president and the secretary of the Association, and shall contain their certifications that the amendment was duly adopted in accordance with the requirements of this paragraph. Any amendment so adopted and executed shall be effective upon the filing of the same with the Recorder's office Franklin County, Ohio. The Declaration may not be amended so as to eliminate the Association's responsibility to repair and maintain Common Elements in the Subdivision or to change or eliminate the requirement and obligation of the Lot Owners to be Members of and pay Assessments to the Association.

No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege.

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

E. Developer's Right to Replat Developer's Property. Developer reserves the right, at any time and from time to time, to amend, alter or replat any plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by Developer and Owners consenting to such amendment, alteration or replatting shall be the subject of any amendment, alteration or replatting. The Association and each Owner whose Lot is not altered by such amendment, alteration or replatting, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or replatting and shall be deemed to have joined in the same.

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

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

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

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

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

I. 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.

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

K. Construction. In interpreting words and phrases herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. Any rule of construction to the effect that any ambiguities are to be resolved against the party who drafted the document shall not be utilized in interpreting this Declaration and the Exhibits hereto.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Developer has caused the execution of this Declaration as of the date first above written.

ROMANELLI & HUGHES BUILDING COMPANY,  
an Ohio corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF OHIO            )  
                                  ) SS:  
COUNTY OF FRANKLIN    )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, the \_\_\_\_\_ of Romanelli and Hughes Building Company, an Ohio corporation, on behalf of such limited liability company.

\_\_\_\_\_  
Notary Public

This document prepared by:

David W. Fisher, Esq.  
Kephart Fisher LLC  
207 N. Fourth Street  
Columbus, Ohio 43215  
(614)469-1882



EXHIBIT A

SUBDIVISION LEGAL DESCRIPTION

EXHIBIT B  
SUBDIVISION PLAT

**EXHIBIT C**  
**APPROVED FENCE DETAIL**

**EXHIBIT D**  
**SPECIAL EASEMENT AREAS**



**Franklin County  
Application for Rezoning/Text Amendment**

Application Number: <u>20N-18-02</u>	Date Filed: <u>2/20/18</u>	Received By: <u>BMF</u>	Total Fees: <u>\$1000.<sup>00</sup></u>	Receipt Number: <u>18-00 572</u>
-----------------------------------------	-------------------------------	----------------------------	--------------------------------------------	-------------------------------------

**Subject Property Information**

- 1. Street Address: 1165 Chambers Road
- 2. Parcel ID Number(s): 130 - 000332
- 3. Township(s): Clinton



**Description of Subject Property**

- 4. Acres to be Rezoned: .33
- 5. Current Land Use: 447--Office Building
- 6. Surrounding Land Use:
  - North Residential;Retail/AptoverWalkup
  - South Multi-Family AR3
  - East Manufacturing, LM
  - West Multi-Family AR3

- 7. Water Supply Source:  Public (Central)  Private (Onsite)
- 8. Sanitary Sewer Source:  Public (Central)  Private (Onsite)

**Rezoning Request**

- 9. Current Zoning: Limited Industrial
- Proposed Zoning: Special Commercial Planned District
- 10. Proposed Land Use: 7991-Physical Fitness Facility
- 11. Purpose for Request: \_\_\_\_\_

To adopt a Special Commercial Planned District. Please see attached for additional information

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**Applicant/Owner/Agent Information**

12. Applicant Information: Matt Roberts - Vertical Adventures  
Address: 6513 Kingsmill Ct., Columbus OH 43229  
Phone: 614-330-9546 Fax: \_\_\_\_\_  
Interest in Property: Lessee  
Signature: 
13. Property Owner: Howley Capital--Andrew P. Howley  
Address: 1138 Chambers Rd  
Phone: 614-531-5258 Fax: \_\_\_\_\_  
Signature: 
14. Agent Information: Matt Koppitch  
Address: 100 S. Third St., Columbus, OH 43215  
Phone: 614-227-8824 Fax: 614-227-2390  
Signature: 

**Applicant/Owner/Agent Information**

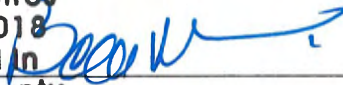
I/we (applicant) Matt Roberts swear that I/we am/are the owners/lessees/options of land requested for rezoning and that the statements, information and exhibits attached are true and correct to the best of my/our knowledge.

Applicant Signature:   
(required)

Date: 19 Feb 2018

Property Owner Signature: 



**BONNIE A. MACALLISTER**  
**NOTARY PUBLIC**  
**STATE OF OHIO**  
Comm. Expires **May 16, 2018**  
Subscribed and sworn to in my presence and before me on this 19th day of Feb  
Notary Public Signature:   
**Recorded in** \_\_\_\_\_  
**Franklin County**

## **Rezoning/Text Amendment Application General Application Requirements**

Any applicant who requests a zoning change is solely responsible for filing all materials required by the application in its entirety. Please consult with the Economic Development and Planning Department to obtain a copy of pertinent development standards prior to filing a rezoning request. An incomplete application will not be placed on an agenda until it is determined to be complete, having all relevant issues addressed in plan or text form.

---

### **Two (2) copies of each of the following items are required with each application:**

1. The completed application form.
2. The notarized affidavit with current property owner signature.
3. Legal description of the property. Current property survey to include acreage, all bearings and distances, and referencing an established beginning point.
4. Location/Area map. Engineering base maps to scale (example: 1"=100') are required. You can obtain this information from the County Engineers Office, 19th Floor, 373 South High Street, 614.462.3030
5. All information that pertains to sanitary services and water supply must be provided. If services are to be provided by a private or public entity, a letter must be provided verifying that the services exist and that the applicant will have access to such services. If an on-lot septic system and/or well are proposed, information from the Franklin County Board of Health (or appropriate agency) must be provided.
6. Any additional information or exhibits deemed necessary for proper consideration of the application.

### **Two (2) copies of the Development Plan are required with the following information:**

1. Names of the applicant, architect, engineer and contractor with the respective addresses and phone numbers.
2. Street address of the subject property, the exact distance and direction to the nearest street intersection, and any other landmarks that would assist in locating and identifying the property.
3. Present zoning, existing use and proposed use.
4. Zoning and use of each adjacent property.
5. North arrow on the site plan.
6. Scale of drawing. Please use a suitable standard scale.
7. Dimensions and locations of:
  - Property lines on all sides,
  - All setback lines,
  - Existing and proposed buildings with size and height,
  - Dumpster locations,
  - Proposed curb cuts and sidewalk locations (if any),
  - Existing sidewalks, curbs, alleys, streets, and service or frontage roads,
  - Any property proposed for dedication or easement,

- All easements, utility poles, fire hydrants, significant tree stands, and obstructions.
- 8. Parcel and building area in square feet.
- 9. Dimensions and location of existing and proposed parking and loading facilities, including but not limited to aisles, driveways, parking and loading stalls, entrances, exits, median strips, traffic islands, lighting, screening, fences, landscaping, greenbelts and signage.
- 10. Existing and proposed traffic circulation pattern.
- 11. Contour lines, soil types, and existing and proposed drainage facilities comprising the subject property.
- 12. Location and dimension of existing and proposed sanitary wastewater systems along with the location of existing and proposed water supply systems. A letter approving such systems is required from the appropriate health authority.

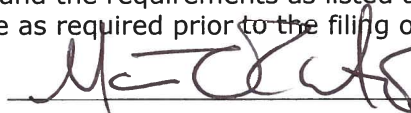
Note: When a planned district is requested, a development plan must be prepared by a registered architect, engineer, surveyor or landscape architect. Three (3) copies of said plan are required to be submitted. This plan is to demonstrate the engineering feasibility of the proposed project. Furthermore, a separate landscape plan is required and is to be completed and sealed by a professional landscape architect. The Rural Zoning Commission makes no exceptions to these requirements. All other issues in the performance standards must be addressed, even if they do not appear to pertain to your particular site.

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### Statement of Understanding

I/we have read and understand the requirements as listed above and I/we have met with the Technical Review Committee as required prior to the filing of this application.

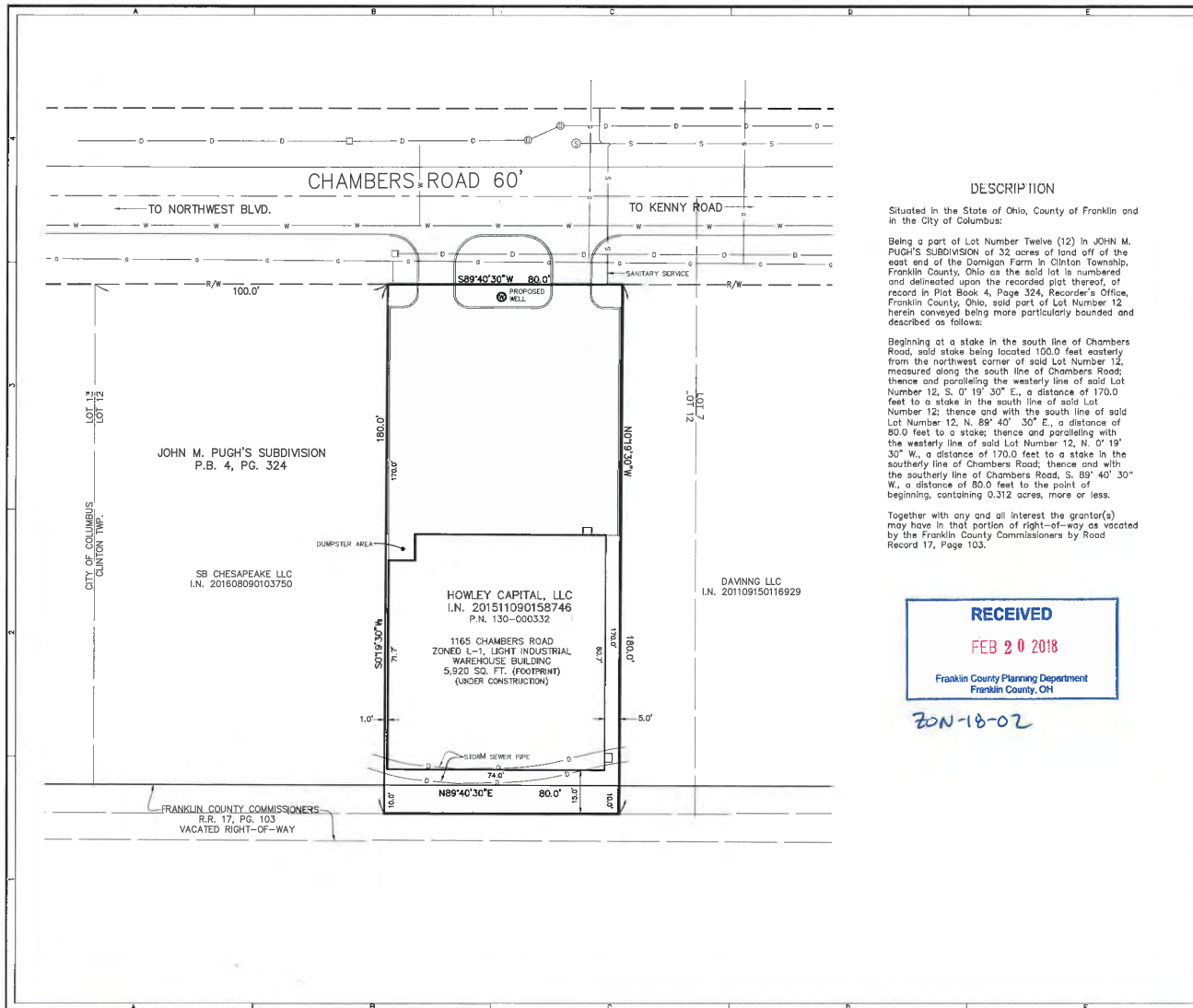
Applicant Signature: \_\_\_\_\_



Date: \_\_\_\_\_

19 Feb 2018





**DESCRIPTION**

Situated in the State of Ohio, County of Franklin and in the City of Columbus:

Being a part of Lot Number Twelve (12) in JOHN M. PUGH'S SUBDIVISION of 32 acres of land off of the east end of the Domigan Farm in Clinton Township, Franklin County, Ohio as the said lot is numbered and delineated upon the recorded plat thereof, of record in Plat Book 4, Page 324, Recorder's Office, Franklin County, Ohio, said part of Lot Number 12, herein conveyed being more particularly bounded and described as follows:

Beginning at a stake in the south line of Chambers Road, said stake being located 100.0 feet easterly from the northwest corner of said Lot Number 12, measured along the south line of Chambers Road; thence and paralleling the westerly line of said Lot Number 12, S. 0° 19' 30" E., a distance of 170.0 feet to a stake in the south line of said Lot Number 12; thence and with the south line of said Lot Number 12, N. 89° 40' 30" E., a distance of 80.0 feet to a stake; thence and paralleling with the westerly line of said Lot Number 12, N. 0° 19' 30" W., a distance of 170.0 feet to a stake in the southerly line of Chambers Road; thence and with the southerly line of Chambers Road, S. 89° 40' 30" W., a distance of 80.0 feet to the point of beginning, containing 0.312 acres, more or less.

Together with any and all interest the grantor(s) may have in that portion of right-of-way as vacated by the Franklin County Commissioners by Road Record 17, Page 103.

**RECEIVED**  
**FEB 20 2018**  
 Franklin County Planning Department  
 Franklin County, OH

20N-18-02



**GRAPHIC SCALE**  
 20 10 0 10 20  
 ( IN FEET )  
 1 inch = 20 ft.



**IBI GROUP**  
 635 Shakeridge Boulevard  
 Westerville, OH 43081 USA  
 tel 614 978 4900 fax 614 918 4901  
 ibi@us.ibm.com

REVISION:  
 02-14-18 PAVEMENT STRIPPING

**HOWLEY CAPITAL, LLC**  
 1165 CHAMBERS ROAD  
 COLUMBUS, OHIO

DESIGN	DRAFT	CHECK
	DC	RW

IBI GROUP NO.: 114497  
 DATE: NOVEMBER 2017  
 SCALE:  
 HORIZONTAL: 1"=20'  
 VERTICAL:

SHEET TITLE:  
**ZONING EXHIBIT**

SHEET NO.:

# Vertical Adventures

## 1165 Chambers Road Clinton Township, Ohio 43212

Property Owner: The Howley Capital LLC  
Parcel Number: 130-000332, 0.3306 acre (16,000 S.F.)

Current zoning: 'LI' Light Industrial  
Proposed zoning: Special Commercial Planned District

### REQUIRED PARKING

REQUIRED PARKING:  
A3 - ASSEMBLY (FITNESS): 1 PER 250 S.F. - 5920 S.F./250 = 23.68 (24)  
25% REDUCTION PER FUTURE LAND USE PLAN

REQUIRED MINIMUM NUMBER OF PARKING SPACES: 18 SPACES

SPACES PROVIDED: 13 INCLUDING ONE HANDICAP ACCESSIBLE SPACE

MINIMUM ONE BICYCLE PARKING SPACE SHALL BE PROVIDED PER EVERY 20 VEHICLE PARKING SPACES.

### PROVIDED LANDSCAPE/GREENSPACE

OPEN LANDSCAPE PROVIDED: 2804 S.F. OR 17.5%



OWNER:  
The Howley Co.  
1138 Chambers Road  
Columbus, Ohio 43212  
contact: Jim Smiley

Zoning Clearance Plan  
1165 Chambers Road  
Clinton Township, Franklin  
County, Ohio 43212

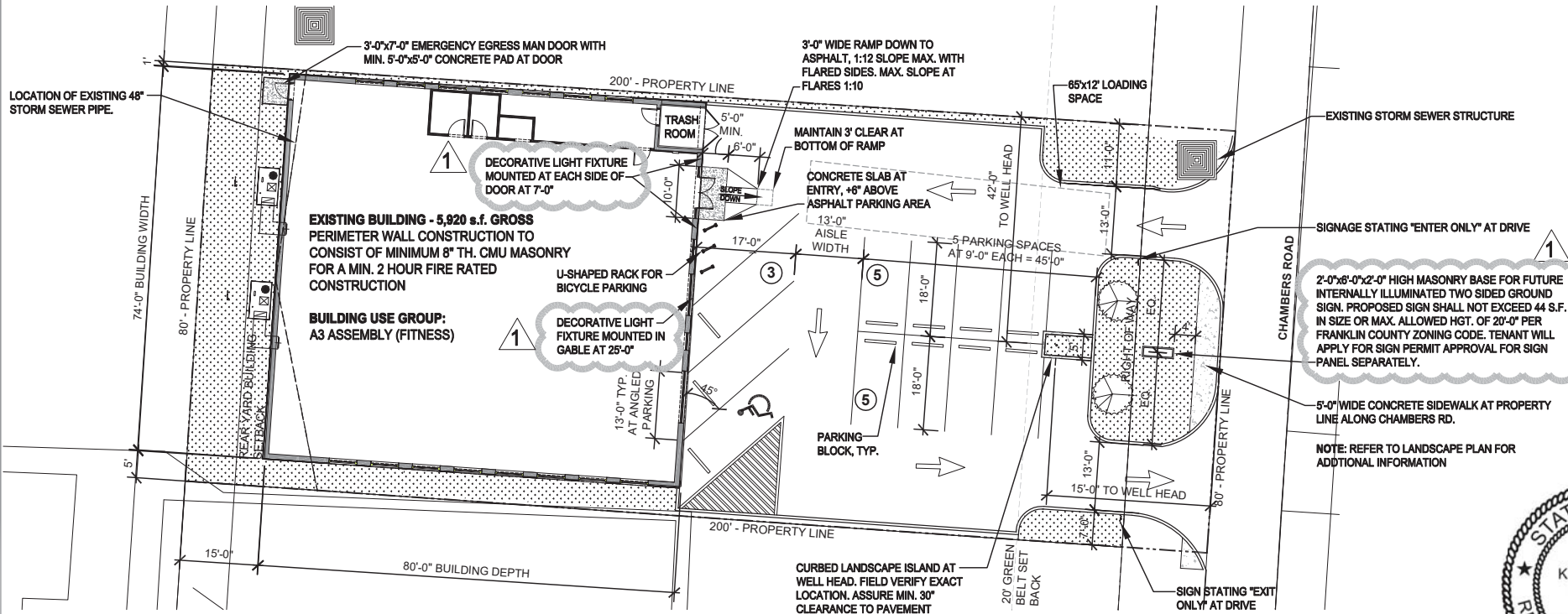
JOB NUMBER  
18\_VA01  
SHEET NUMBER  
ZC1.1  
DATE:  
ZONING: 2018.03.02  
REVISION: 2018.03.19

PREPARED BY:  
614.892.4386  
kimlikanik@hco.com

create collaborative  
design + architecture  
1138 W. 2nd Avenue  
granoview heights, ohio 43212

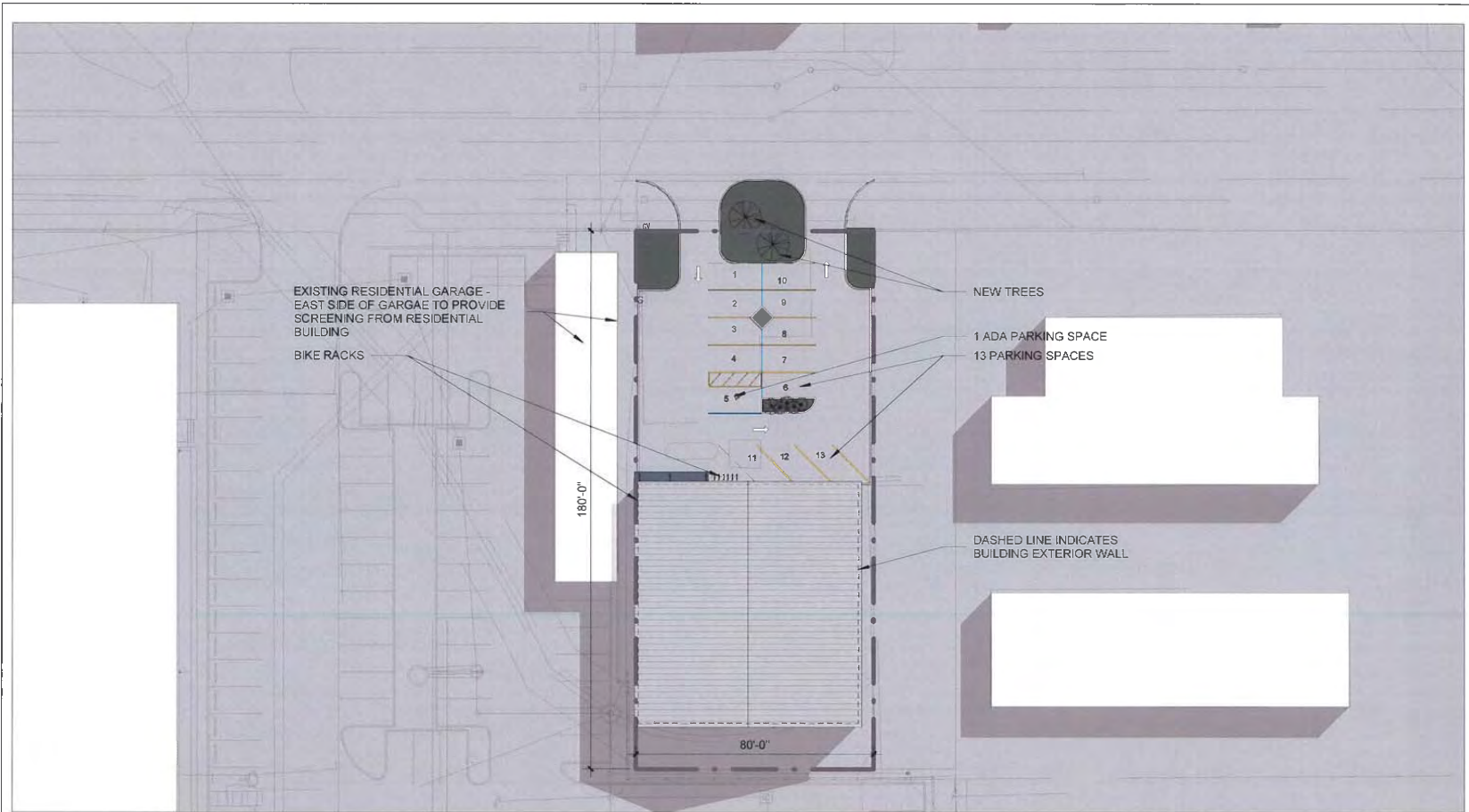


Kimberly Mikanik



1 SITE PLAN  
Scale: 1" = 20'-0"



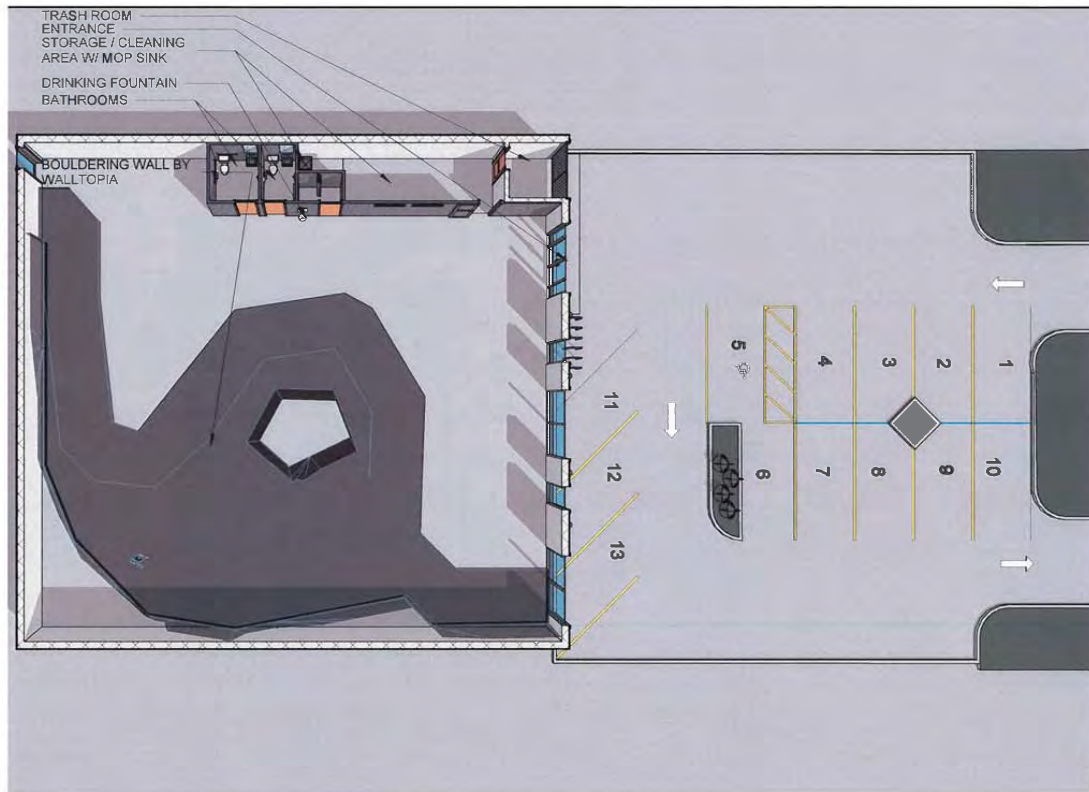


<b>Site</b>
1" = 30'-0"

## Vertical Adventures Chambers

<b>Site Plan</b>		<b>A0</b>
<small>SEE ATTACHED DEVELOPMENT PLAN FOR MORE DETAILS</small>		
Project number	1435	<b>Scale 1" = 30'-0"</b>
Date	2018-01-31	
Drawn by	Author	
Checked by	Checker	

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## Vertical Adventures Chambers

Floor Plan Perspective		
Project number	1435	A1
Date	2018-01-31	
Drawn by	Author	
Checked by	Checker	
		Scale

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Front Perspective

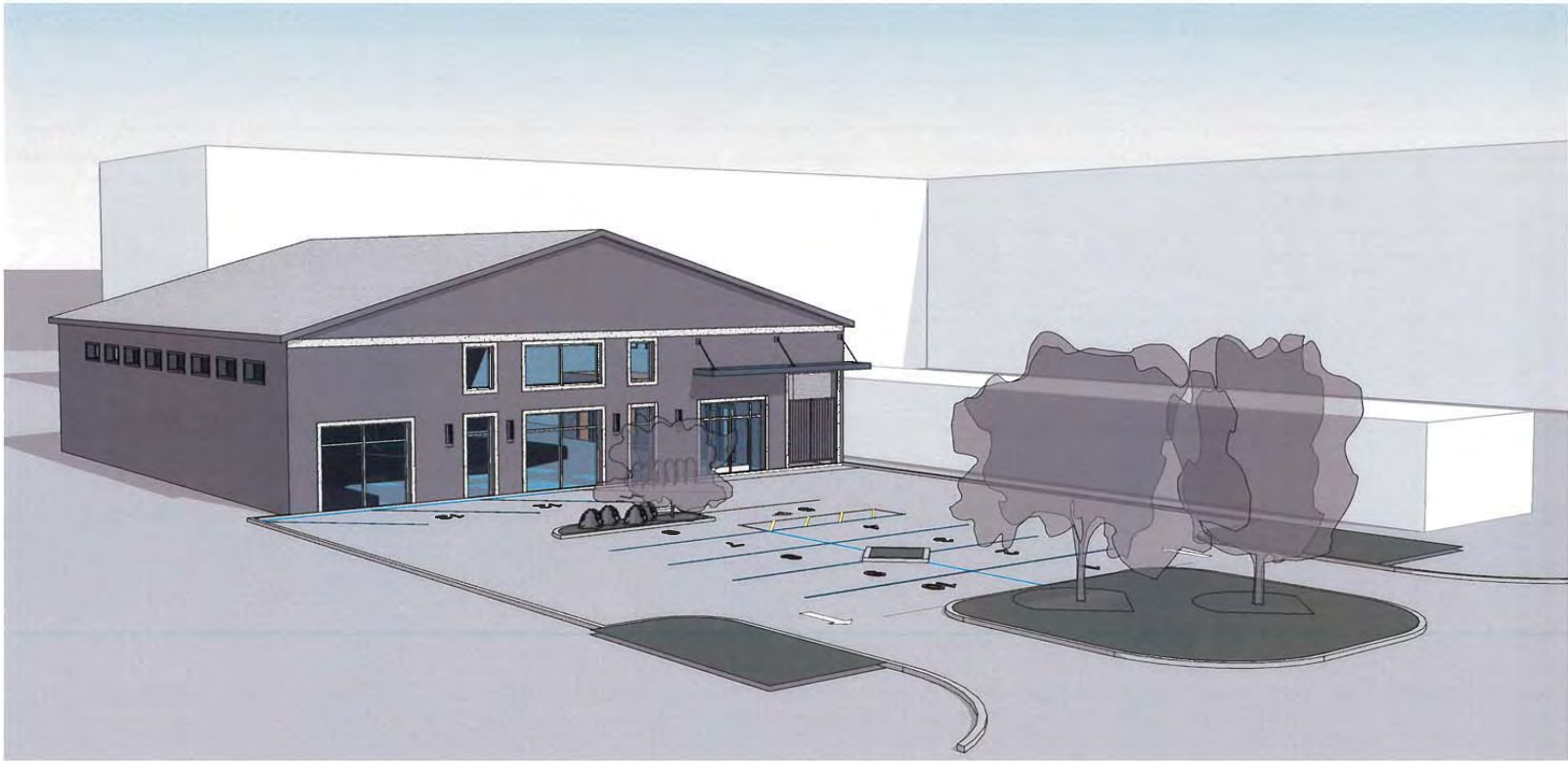

Vertical Adventures Chambers

Front Perspective

Project number	1435
Date	2018-01-31
Drawn by	Author
Checked by	Checker

<b>A2</b>
Scale

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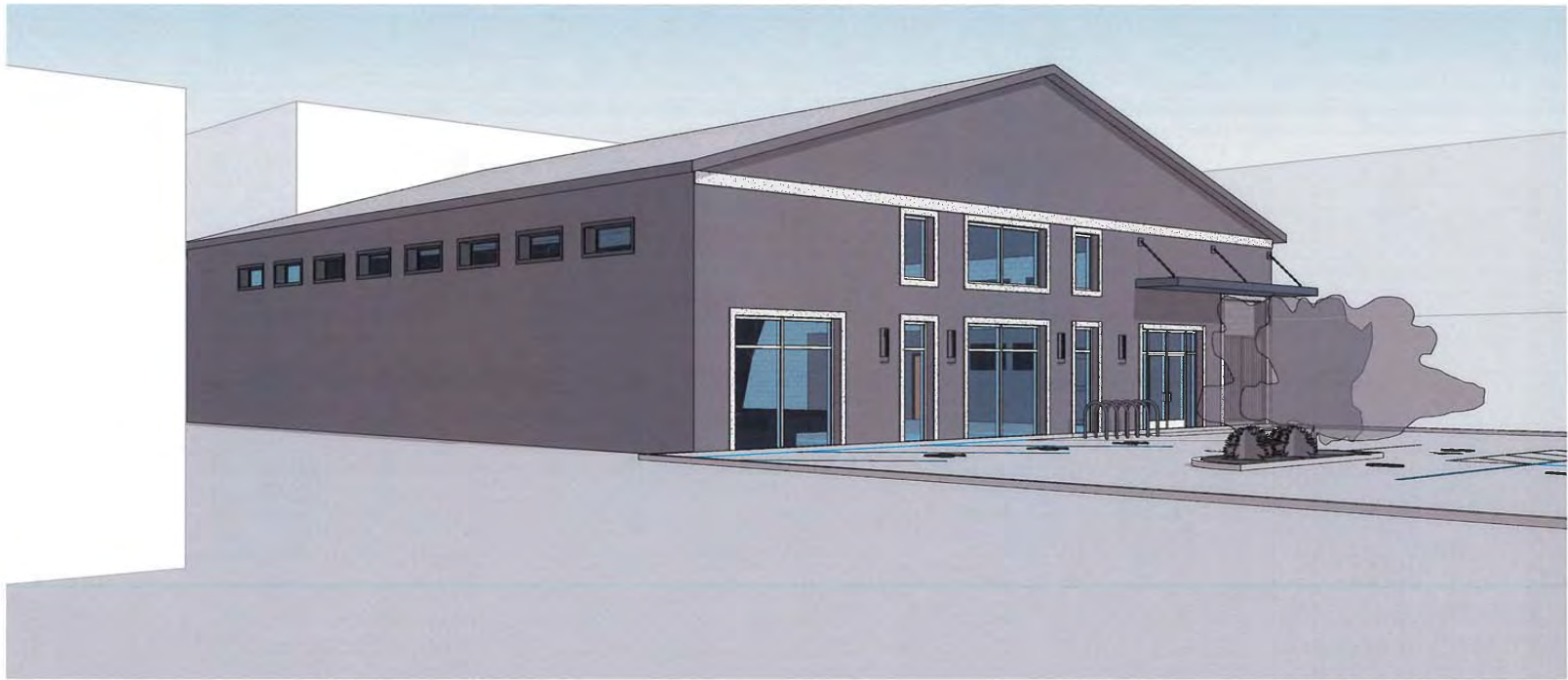


Perspective 2


## Vertical Adventures Chambers

<b>Perspective 1</b>		
Project number	1435	<b>A3</b>
Date	2018-01-31	
Drawn by	Author	
Checked by	Checker	
	Scale	

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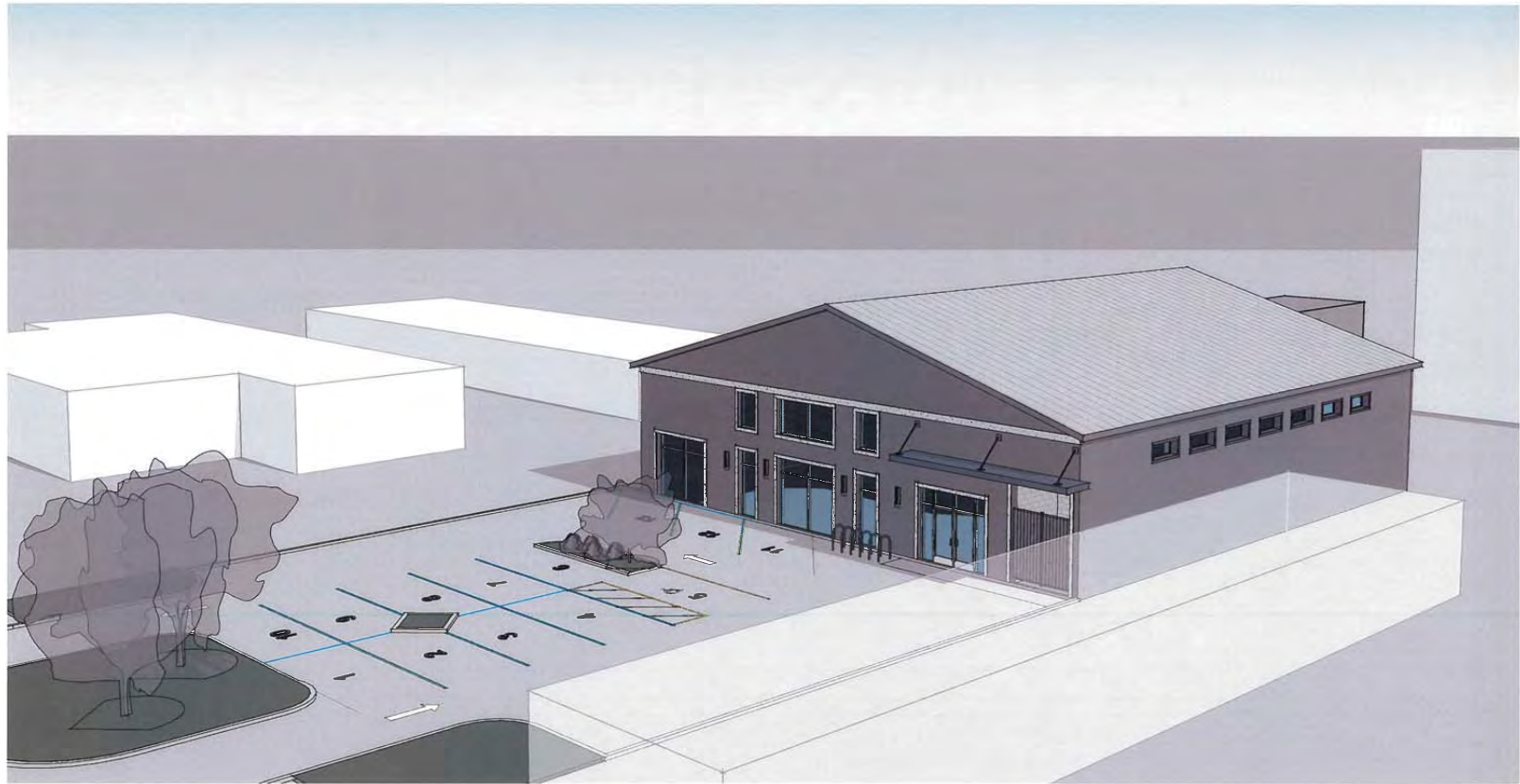


South West  
Perspective


Vertical Adventures Chambers

Perspective 2		
Project number	1435	A4
Date	2018-01-31	
Drawn by	Author	Scale
Checked by	Checker	

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Perspective 3

Vertical Adventures Chambers

Perspective 3

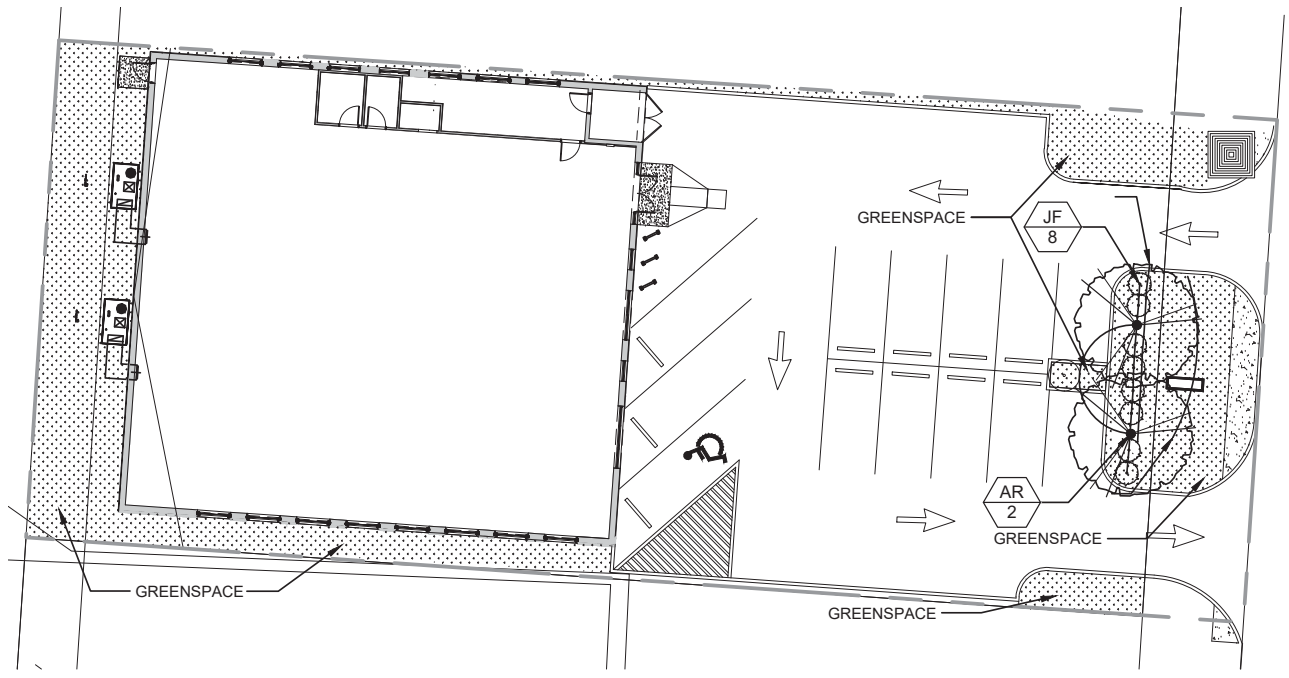
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Date	2018-01-31
Drawn by	Author
Checked by	Checker

A5

Scale

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## PLANT SCHEDULE

TREES	QTY	COMMON NAME / BOTANICAL NAME	CONT
AR	2	Red Maple / <i>Acer rubrum</i>	2" cal.

SHRUBS	QTY	COMMON NAME / BOTANICAL NAME	CONT
JF	8	Sea Green Juniper / <i>Juniperus chinensis</i> 'Sea Green'	24" HT.

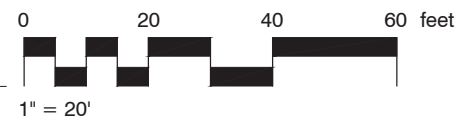
### GENERAL NOTES:

1. OPEN LANDSCAPE PROVIDED: 2804 S.F. (17.5%)
2. ZELKOVA WERE CHANGED TO NATIVE RED MAPLE
3. SEA GREEN JUNIPERS WERE NOT SUBSTITUTED AS THEY ARE BEST SUITED FOR THE APPLICATION



*Andrew J. English*  
Signature

03/05/18  
Date



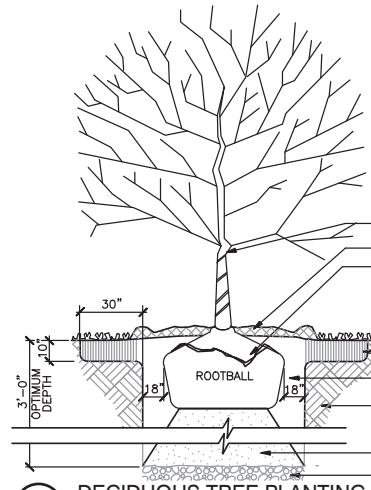
**PRUNING**— REMOVE WHOLE BRANCHES (NOT JUST END TIPS) TO REDUCE FOLIAGE BY 1/3 AND/OR AS DIRECTED. RETAIN NORMAL PLANT SHAPE. ALL PRUNING MUST BE DONE AFTER PLANTING.

**DRAINAGE**— NOTIFY THE LANDSCAPE ARCHITECT WHEN EVER SOIL CONDITIONS ARE FOUND TO HAVE DRAINAGE CAPABILITIES UNSUITED FOR ROOT GROWTH.

**TREE GUYS**— GUY ONLY THOSE TREES WHICH IN THE CONTRACTOR'S OPINION ARE IN DANGER OF BEING BLOWN OUT OF PLUMB DUE TO THEIR LOCATION. SUBMIT GUY METHODS FOR APPROVAL.

LIMB UP TREE TO 4' HT.  
3" MULCH  
REMOVE ROPE, BURLAP, 50% OF THE WIRE CAGE AND ALL TRUNK WRAP PRIOR TO CITY'S LANDSCAPE INSPECTION

ROTOTILL TOP LAYER OF EXG. SOIL  
PLANTING MIX  
COMPACTED SUBGRADE OR UNDISTURBED SOIL  
COMPACTED TOPSOIL MOUND  
FREE DRAINING AGGREGATE



**1 DECIDUOUS TREE PLANTING**  
NTS DETAIL-FILE

ALL PLANTS IN MASSING TO BE SURROUNDED IN PLANT MIX, NOT PLUGGED INTO INDIVIDUAL HOLES.

ALL HEDGES TO BE PLANTED IN TRENCHES AND MULCHED INTO ONE LONG BED.

ALL BURLAP TO BE COMPLETELY REMOVED FROM SHRUB

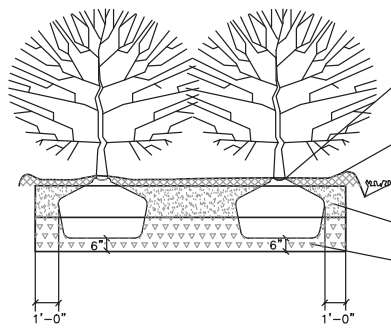
PLANT BALL AT SAME HEIGHT AS GROWN IN NURSERY. DO NOT MOUND UP OVER

CONSTRUCT EARTH SAUCER

SHARP V-CUT EDGE TO SEPARATE MULCH FROM LAWN

PLANTING MIX

TRANSITION LAYER: PLANTING MIX + EXG. TOPSOIL WITH AMMENDMENTS AS NEEDED (1:1)



**2 SHRUB PLANTING GROUP**  
NTS S-PL1-03

**GENERAL PLANTING NOTES:**

1. SURVEY INFORMATION OBTAINED ELECTRONICALLY. PLAN-IT STUDIOS CANNOT ATTEST TO THE ACCURACY OR RELIABILITY OF LEGAL BOUNDARIES, EASEMENTS OR FIELD GATHERED DATA.
2. THE LOCATION OF THE EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
3. ALL DIMENSIONS ARE TAKEN TO FACE OF CURB OR BUILDING WHERE APPLICABLE UNLESS OTHERWISE NOTED. USE DIMENSIONAL INFORMATION GIVEN. DO NOT SCALE DRAWINGS.
4. CONTRACTOR SHALL REFER QUESTIONS ON MATERIALS, FINISHES, LABOR, AND/OR PERFORMANCE STANDARDS NOT SPECIFIED HEREIN TO THE LANDSCAPE ARCHITECT.
5. ALL CHANGES TO DESIGN OR PLANT SUBSTITUTIONS ARE TO BE AUTHORIZED BY THE LANDSCAPE ARCHITECT.
6. CONSULT PLANT SCHEDULE FOR PLANT SIZES AND SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS DRAWN ON PLANS. PLANT LIST QUANTITIES ARE FOR CONVENIENCE ONLY.

7. ALL PLANTS TO CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI-Z60.1-2014) IN REGARDS TO SIZING, GROWING AND B&B SPECIFICATIONS.
8. ALL PROPOSED PLANTING BEDS TO BE TILLED TO A MINIMUM DEPTH OF 6" & AMENDED WITH 3" OF BLENDED TOPSOIL
9. ALL PLANTING BEDS TO BE FERTILIZED WITH 10-10-10 OR APPROVED EQUAL.
10. PLANTING HOLES TO BE DUG A MINIMUM OF TWICE THE WIDTH AND 6-8 INCHES DEEPER THAN THE SIZE OF THE ROOT BALL OF BOTH SHRUB AND TREE AND TO BE AMENDED WITH ORGANIC SOIL CONDITIONER.
11. IN AREAS WHERE BEDROCK OR HEAVILY COMPACTED ROCK FILL IS ENCOUNTERED, THE PLANTING HOLES ARE TO BE DUG TO A MINIMUM OF THREE TIMES THE WIDTH AND ONE FOOT DEEPER THAN THE SIZE OF THE ROOT BALL. NOTIFY LANDSCAPE ARCHITECT IF FIELD CONDITIONS WARRANT ADJUSTMENT OF PLANT LOCATIONS.
12. CONTRACTOR TO PROVIDE A FULL 1 YEAR GUARANTEE ON ALL PLANTS INSTALLED AND PROVIDE COMPLETE MAINTENANCE ON ALL WORK DONE BEGINNING ON THE DAY OF APPROVAL FROM OWNER'S REPRESENTATIVE AND CONTINUING FOR A THREE MONTH DURATION AT WHICH TIME OWNER'S REPRESENTATIVE WILL DECLARE JOB ACCEPTANCE.

13. ALL EXISTING PLANT MATERIAL SHOWN ON THIS PLAN IS TO BE PRESERVED UNLESS SPECIFICALLY NOTED OTHERWISE.
14. ALL SHRUBS AND GROUND COVER BEDS (EXISTING AND NEW), PLANTING BEDS, AND SHRUB MASSES SHALL HAVE A MINIMUM 3" DEEP SHREDDED HARDWOOD BARK MULCH. MULCH HEDGES IN A CONTINUOUS BED.
15. EXISTING GRASS TO BE REMOVED, IF PRESENT, AND TOPSOIL TO BE SPREAD SMOOTH AND HAND-RAKED TO REMOVE ALL ROCKS AND DEBRIS LARGER THAT 1 INCH IN DIAMETER PRIOR TO LAYING SOD OR SEEDING.
16. ALL AREAS DISTURBED BY CONSTRUCTION ARE TO BE RESTORED, FINE GRADED AND SEEDED. HYDROSEED OR PENN MULCH TO BE USED. STRAW MULCH IS PROHIBITED (SEE LANDSCAPE PLANS). SEEDING OR SODDING BY LANDSCAPE CONTRACTOR.
17. IF APPLICABLE LANDSCAPE CONTRACTOR TO COORDINATE WITH EXISTING OR PROPOSED IRRIGATION SYSTEM. IF PROPOSED IRRIGATION SYSTEM COORDINATE WITH IRRIGATION CONTRACTOR AND INSTALLATION OF SYSTEM.



*Andrew J. English*  
Signature

03/05/18  
Date

**Vertical Adventures**  
1165 Chambers Rd.  
Clinton Twp.  
Franklin County, OH 43212

PROJECT NO:  
**PROJECT #017**  
ISSUE DATE  
**March 5, 2018**

SHEET INFORMATION  
CURRENT DATE  
**March 5, 2018**  
REVISIONS

SHEET TITLE  
**Landscape Details**  
SCALE

SHEET NO.

**L-2**

Select Commercial Planned District  
Clinton Township  
1165 Chambers Road, Parcel #: 130-000332  
Vertical Adventures

I. Introduction

Vertical Adventures (“applicant”) proposes the adoption of a Select Commercial Planned District for the parcel located at 1165 Chambers Road in Clinton Township. The lot is currently zoned limited industrial and the applicant seeks a rezoning to allow for the development of a climbing gym, a physical fitness facility where patrons climb rock walls and boulders.

The area is subject to a future land use plan and this proposed development fits the desired goals and objectives of the plan. The proposal also has the support of the community, as evidenced by the attached resolution adopted by the Clinton Township Board of Trustees.

The applicant’s proposed use fits the existing development pattern and will take advantage of the surrounding high density residential development, increased commercial development, and the availability of multiple transportation options for potential patrons of the proposed use.

II. Permitted Uses

All the following shall be permitted uses in the proposed Select Commercial Planned District:

<u>OMB SIC Group Code</u>	<u>Type of Use</u>
506	Electrical Goods
513	Apparel, Piece Goods and Notions
518	Beer, Wine, and Distilled Alcoholic Beverages
4724	Travel Agencies
602	Commercial and Stock Savings Banks
612	Savings and Loan Associations
614	Personal Credit Institutions
615	Business Credit Institutions
723	Beauty Shops
724	Barber Shops
731	Advertising
732	Consumer Credit Reporting Agencies
733	Duplicating, Addressing, Blueprinting, Photocopying, Mailing, Mailing List, and Stenographic Services
736	Personnel Supply Services
7389	Business Services, Not Elsewhere Classified
7991	Physical Fitness Facilities
801	Offices and Clinics of Doctors of Medicine
802	Offices and Clinics of Dentists
803	Offices and Clinics of Doctors of Osteopathy

871  
872

Engineering, Architectural, and Surveying  
Accounting, Auditing, and Bookkeeping Services

And any use that qualifies as “Administrative Offices” as defined by Franklin County Zoning Resolution **Section 344.033 – Administrative Offices** – “Administrative offices primarily engaged in general administrative supervision, purchasing, accounting and other management functions.”

### III. Development Standards

The development standards of ARTICLE V, GENERAL DEVELOPMENT STANDARDS and the Clinton West Neighborhood Plan shall apply to the SELECT COMMERCIAL PLANNED DISTRICT according to the specific zoning district and use selected in accordance with SECTION 420.02, Permitted Use and SECTION 420.033 Performance Standards, unless specifically set forth herein.<sup>1</sup>

### IV. Development Plan

A proposed development plan, site map, and legal description are submitted herein.

#### A. Parking

Parking shall be provided as depicted on the attached site plan. One deviation to the development standards is requested.

NUMBER OF SPACES: According to the Clinton West Neighborhood Plan, a reduction in the required number of parking spaces of 25% is recommended, which would require 18 spaces. A variance is requested to accommodate the 13 spaces as depicted on the site plan. Based upon the high residential density of the surrounding area, the nearby access to public transit provided by COTA bus lines and the availability of bicycle parking (as depicted on the site plan) the 13 parking spaces should be sufficient for the proposed use. As justification please see the attached exhibits.

#### B. Storm Water Drainage

Drainage and run-off from the proposed development shall not cause property damage to off-site areas. Drainage shall be maintained as shown on the development plan.

#### C. Sewage Disposal and Water Supply

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<sup>1</sup> NOTE: All previous variances granted for Parcel #: 130-000332 are considered included in the development standards and as depicted on the attached site plans.

The sewage disposal and water supply shall be as notated on the proposed development plan, site map and the associated attachments.

#### D. Architectural Design

The building will be constructed as depicted on the attached drawings and renderings. It will be a well maintained commercial building and will not exceed the maximums for lot coverage percentage and the height restriction.

#### E. Outdoor Storage

No outdoor storage is proposed for this plan.

#### F. Utilities/Facilities

No new utilities and/or facilities are proposed with this plan. All utilities and facilities shall be as depicted on the attached site plan.

#### G. Pollution

No existing, proposed or future use and/or structure shall emit smoke or odorous gases. No commercial use shall emit noise greater than sixty (60) decibels.

#### H. Graphics

Any future proposed signage must be compatible to the overall architectural design of the building and must comply with all requirements of Sections 420.034 (14), and 541 of the Franklin County Zoning Resolution. The location of signage shall be as depicted on the attached site plan and the dimensions of any signage shall not exceed the dimensions depicted on the attached site plan.

#### I. Lighting

All lighting shall be as depicted on the site plan, shall be in compliance with the Franklin County Zoning Resolution and shall minimize off-site glare and reflection.

#### J. Screening/Landscaping

All screening and landscaping shall be installed as indicated on the attached site map and development plan and will be maintained appropriately. A waiver to the screening requirements is requested below in section L.

#### K. Fencing

All fencing shall be as depicted in the attached site map and development plan.

#### L. Abutting Residential Areas

Currently, a high density residential development is located to the West of the site location. An existing accessory building in the residential area currently screens the residential area from the proposed Select Commercial Planned District. A waiver from the screening requirement is requested in light of the location of the neighboring accessory structure which provides adequate screening.

#### M. Plantings

All plantings shall be comprised of the species as depicted on the attached landscaping plan and maintained appropriately.

#### V. Conclusion

As proposed this Select Commercial Planned District will facilitate economic growth and activity while preserving the nature and character of the surrounding area. The proposal will be constructed and maintained in accordance with all cited and relevant requirements. All deviations from the general standards are minimal and also maintain the nature and character of the surrounding area and also follow the demonstrated development pattern, specifically utilizing and capitalizing on the high residential density of the surrounding area and the abundance of diverse transportation options.



Customer Travel to Chambers: Purely Boulders  
Matthew C. Roberts



20N-18-02

Vertical Adventures (VA1) was founded in 1994 on Busch Boulevard in North Columbus. At the time it opened in January, the Continent was a popular destination in the city, an early example of the mixed-use developments that have since become so popular. During the intervening 24 years, population patterns, neighborhoods, and the popularity of climbing have all significantly changed. In November of 2014, Vertical Adventures opened a state-of-the-art 15,000sf climbing center on Kingsmill Court (VA2) less than a mile from the original location. Even before Kingsmill opened, we began looking for a location that was closer to where our core demographic is now instead of where they were 24 years ago.

After visiting dozens of locations over the course of three years, we found 1165 Chambers Rd, with a landlord who was willing to accommodate our needs and located squarely in an area that is not only demographically well-matched but is in the process of transitioning to a mix of residential and commercial uses and away from the previous industrial uses.

A significant constraint of 1165 Chambers is the amount of parking available on-site. The current site plan accommodates 13 parking spaces. We have leased approximately 27 parking spaces directly across Chambers Road for use outside of business hours. We believe that this is ample for our anticipated customer traffic, based (1) on the projections of visitors drawn from our visit data at Kingsmill, (2) the high density of population within walking and biking distances defined by (3) recent survey data gathered from our members and (4) amenities included at Chambers for the convenience of those walking or biking.

**1. Visitor Projections at Chambers**

Vertical Adventures has used RockGymPro (RGP) Point-of-Sale software since January 2011. RGP logs every visit (“check-in”) to any of our facilities and logs the identity of that client and the time of visit. Since January 2011, RGP has logged over 412,000 check-ins. Using these check-ins and the time of day, we can gather a clear idea of how many visitors Chambers will have and when they will visit.

Table 1 reports the hourly average number of check-ins for VA1 during the period 1 January 2011 through 31 October 2014 and VA2 between 1 December 2014 and 31 December 2017. VA1

	Busch Blvd (VA1)	Kingsmill Ct (VA2)	Proj Chambers (30% of KC)
Floor	6,400	15,000	5,800
Wall	5,000	16,000	3,600
Hourly Average Check-Ins			
Time			
11:00	n/a	19	6
12:00	n/a	14	4
1:00	n/a	14	4
2:00	n/a	13	4
3:00	12	17	5
4:00	12	30	9
5:00	20	50	15
6:00	25	58	17
7:00	19	41	12
8:00	8	17	5
9:00	2	4	1

Table 1: Hourly Visits

was only open from 3pm to 10pm M-F whereas VA2 opens at 11am every day. Chambers will have 3,600sf of climbing wall, only 22.5% of the 16,000sf located at VA2, and 72% of the 5,000sf at VA1. We expect utilization per square foot will be higher than VA2, so we project 30% of the visits that VA2 receives, as reported in column 3 of Figure 1. We estimate that visits last 60-90 minutes. During the workday, visits are likely shorter, as many climb during lunch breaks. Between opening and 3:00, the number of check-ins is projected to be between four and six per hour. It is not until the 5:00 hour that the number of projected visits exceeds the on-premise parking, and yet all of those visit counts are easily within the combined on-premise parking and the additional parking across the street. Additionally, Northwest Blvd contains on-street parking between King and Northstar on both sides of the street, except from 4-6pm.

## 2. Chambers Demographics

Chambers is located on a small piece of Clinton Township West between Clinton Township West, Columbus' Fifth by Northwest neighborhood, Grandview Heights, Upper Arlington, and the OSU campus. These areas are densely populated with the target demographic of active 22-45 year olds. There are over 1,700 housing units within a 2000' (0.4mi) radius of Chambers, which is a 7 minute walk at a leisurely pace. Figure 2 represents the area of Columbus that is targeted to be served by Chambers. Each dot represents a current or former member of Vertical Adventures—in this plot, approximately 75% of the dots are former members. The entire plot is approximately 2.2 by 2.2 miles and contains approximately 400 current or former members. If, instead of a 1.1 mile radius, we examine a 2 mile radius, there are approximately 800 current or former members.

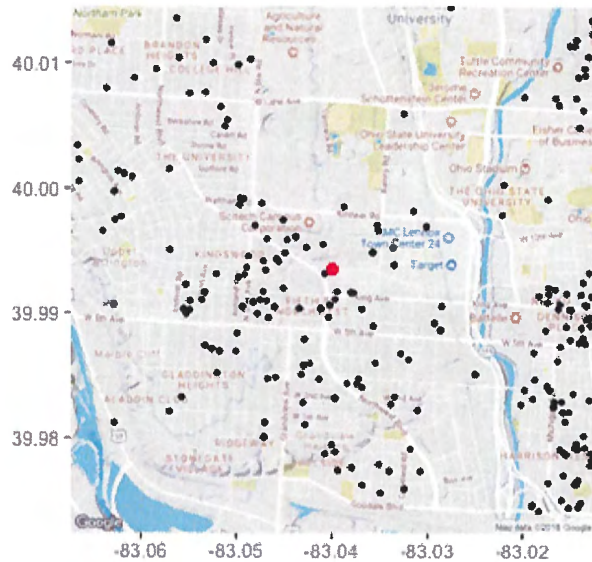


Figure 1: Area surrounding 1165 Chambers Rd.

## 3. Survey Results

We conducted a survey of all current VA members as well as anyone who has visited who lives within two miles of Chambers. This resulted a sample population of 3,837. We had 552 respond to the survey. The purpose of the survey was to elicit information about the transportation that visitors are likely to use to visit Chambers. The individual questions and results are included here. The results support the view that significant numbers of the membership at Chambers are likely to visit on foot or via bicycle. Particularly questions five and six support that a location like Chambers would lead to a much higher proportion of visits occurring from pedestrian or bike travel. In question five, participants were asked how



close they would have to live to a climbing center for the majority of their visits to occur by walking. 95% of respondents would walk if they lived within five minutes, and 69% would usually walk if they lived within 10 minutes. This would include most of the dots west of the Olentangy on figure 2. Question six is similar, yet for cycling. 58.3% of respondents would usually cycle if they lived within two miles of Chambers, which covers an area much larger than Figure 2. Question 7 addresses this question directly by asking what percentage of different transport methods would be used if a patron lived within two miles of a climbing center. 60% of respondents answered 50% or greater if there were adequate bike storage.

These results are all consistent with the membership of climbing centers in general. Members and participants are outdoors-oriented active adults. The final question of the survey was open-ended, asking “What can we do to encourage visitors to either Vertical Adventures or a future climbing facility to minimize their car use in favor of cycling, walking, or using COTA?” The single most common response was choose a location nearer where our members live that is bike- and pedestrian-friendly. 1165 Chambers Rd is the very definition of that location.

#### 4. Bike & Pedestrian Amenities

Meeting our visitors’ desires for a location that is bike and pedestrian-friendly has been a key consideration for the planning of 1165 Chambers. To provide adequate parking for bicycles, we are mounting up to 25 vertical bike racks on the west exterior wall, in addition to 6 racks in the front of the building. There is space in the Southeast corner of the parking lot that could be used to house a bike sharing (CoGo) kiosk. In addition, COTA line 3 stops at the Chambers/Northwest intersection 300’ to the west, with service from the North to Downtown, and COTA line 31 has a stop around the corner on Kenny, near the intersection with Steelwood, which serves the University District and Ohio State University.

#### Conclusion

Based on seven years of visitor data from our first two facilities, we believe that the on-site parking is more than adequate for daytime users, even without the additional

1. Approximately how often do you currently visit Vertical Adventures?		
	n	%
0-2 times per month	161	29.1%
1-2 times per week	223	40.3%
3+ times per week	167	30.2%
No Responses	1	<1%
<b>Total</b>	<b>552</b>	<b>100%</b>

2. What days and times are you most likely to visit either Vertical Adventures or a future climbing center each week?		
	n	%
Weekdays after 5 PM	406	74.2%
Weekends	306	55.9%
Weekdays before 5 PM	154	28.1%

3. When you drive to Vertical Adventures, on average how many people are in your car?		
	n	%
1	243	44.0%
2	243	44.0%
3	51	9.2%
4+	13	2.3%
No Responses	2	<1%

4. Would the number of people in your car increase if you knew there would be limited parking availability?		
	n	%
Yes	235	42.5%
No	312	56.5%
No Responses	5	<1%

5. I would usually walk if I lived within _____ of a climbing facility.		
	n	%
5 minutes	142	25.7%
10 minutes	213	64.2%
15 minutes	170	94.9%
30 minutes	21	98.7%
No Response	6	1.0%

6. I would usually ride my bike if I lived within _____ of a climbing facility.		
	n	%
1 mile	78	14.1%
2 miles	244	58.3%
5 miles	171	89.2%
10 miles	45	97.3%
No Response	14	2.5%

bike parking and COTA options. However, we anticipate that given the high population density surrounding Chambers, the environmental awareness of the climbing community, and all of the options available for carless travel (walking, cycling, COTA) that the daytime parking levels will be ample.

**7. If you were visiting a climbing facility within 2 miles of your home throughout the year, approximately what percentage of visits would occur using:**

	0%	25%	50%	75%	100%
Bicycle (if there was adequate storage)	11%	30%	35%	17%	8%
COTA (if there was a stop within a block of the facility)	72%	15%	6%	5%	2%
Car	2%	14%	31%	25%	27%
Lyft/Uber/Other car service	88%	8%	2%	2%	1%

For the same reason, the evening parking is also ample. We have more parking (40 spaces) than we anticipate needing, based on our Point-of-Sale histories, and when we deduct walking, cycling, and bus riders, we are confident that the proposed solution is adequate to the needs of the business while minimizing any impact to our neighbors.



Franklin County
Application for Rezoning/Text Amendment

Table with 5 columns: Application Number (20N-18-03), Date Filed (3/15/18), Received By (BMF), Total Fees (\$1,100), Receipt Number (18-00853)

Subject Property Information

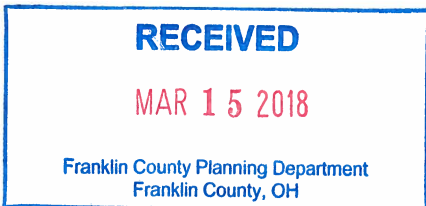
- 1. Street Address: 7280 Stahl Road
2. Parcel ID Number(s): 230 - 000218
3. Township(s): Pleasant

Description of Subject Property



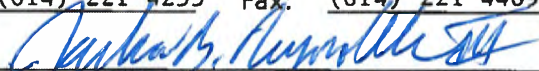
- 4. Acres to be Rezoned: 1.86 acres
5. Current Land Use: Trucking Facility/Office
6. Surrounding Land Use: North rural, South rural, East rural, West rural
7. Water Supply Source: [X] Private (Onsite)
8. Sanitary Sewer Source: [X] Private (Onsite)

Rezoning Request

- 9. Current Zoning: SCPD, Proposed Zoning: SCPD
10. Proposed Land Use: Office/Dispatch Office/Maintenance Facility
11. Purpose for Request: The owner is seeking to amend the existing site plan to remove an existing storage building and construct a new building on the property in approximately the same place where the existing building was located.



**Applicant/Owner/Agent Information**

12. Applicant Information: A-7 Travel Solutions Inc.  
Address: 7280 Stahl Road, Orient, Ohio 43146  
Phone: (614) 579-0940 Fax: \_\_\_\_\_  
Interest in Property: owner  
Signature: 
13. Property Owner: A-7 Travel Solutions Inc.  
Address: 7280 Stahl Road, Orient, Ohio 43146  
Phone: (614) 579-0940 Fax: \_\_\_\_\_  
Signature: 
14. Agent Information: Jackson B. Reynolds, III c/o Smith & Hale LLC  
Address: 37 West Broad Street, Suite 460, Columbus, Ohio 43215  
Phone: (614) 221-4255 Fax: (614) 221-4409  
Signature: 

**Applicant/Owner/Agent Information**

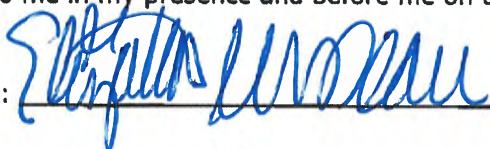
I/we (applicant) Viktor D Burdak swear that I/we am/are the owners/lessees/options of land requested for rezoning and that the statements, information and exhibits attached are true and correct to the best of my/our knowledge.

Applicant Signature:   
(required)

Date: 03/06/18

Property Owner Signature:   
(required)

Subscribed and sworn to me in my presence and before me on this 6th day of March 20 18.

Notary Public Signature: 



## **Rezoning/Text Amendment Application General Application Requirements**

Any applicant who requests a zoning change is solely responsible for filing all materials required by the application in its entirety. Please consult with the Economic Development and Planning Department to obtain a copy of pertinent development standards prior to filing a rezoning request. An incomplete application will not be placed on an agenda until it is determined to be complete, having all relevant issues addressed in plan or text form.

---

### **Two (2) copies of each of the following items are required with each application:**

1. The completed application form.
2. The notarized affidavit with current property owner signature.
3. Legal description of the property. Current property survey to include acreage, all bearings and distances, and referencing an established beginning point.
4. Location/Area map. Engineering base maps to scale (example: 1"=100') are required. You can obtain this information from the County Engineers Office, 19th Floor, 373 South High Street, 614.462.3030
5. All information that pertains to sanitary services and water supply must be provided. If services are to be provided by a private or public entity, a letter must be provided verifying that the services exist and that the applicant will have access to such services. If an on-lot septic system and/or well are proposed, information from the Franklin County Board of Health (or appropriate agency) must be provided.
6. Any additional information or exhibits deemed necessary for proper consideration of the application.

### **Two (2) copies of the Development Plan are required with the following information:**

1. Names of the applicant, architect, engineer and contractor with the respective addresses and phone numbers.
2. Street address of the subject property, the exact distance and direction to the nearest street intersection, and any other landmarks that would assist in locating and identifying the property.
3. Present zoning, existing use and proposed use.
4. Zoning and use of each adjacent property.
5. North arrow on the site plan.
6. Scale of drawing. Please use a suitable standard scale.
7. Dimensions and locations of:
  - Property lines on all sides,
  - All setback lines,
  - Existing and proposed buildings with size and height,
  - Dumpster locations,
  - Proposed curb cuts and sidewalk locations (if any),
  - Existing sidewalks, curbs, alleys, streets, and service or frontage roads,
  - Any property proposed for dedication or easement,

- All easements, utility poles, fire hydrants, significant tree stands, and obstructions.
- 8. Parcel and building area in square feet.
- 9. Dimensions and location of existing and proposed parking and loading facilities, including but not limited to aisles, driveways, parking and loading stalls, entrances, exits, median strips, traffic islands, lighting, screening, fences, landscaping, greenbelts and signage.
- 10. Existing and proposed traffic circulation pattern.
- 11. Contour lines, soil types, and existing and proposed drainage facilities comprising the subject property.
- 12. Location and dimension of existing and proposed sanitary wastewater systems along with the location of existing and proposed water supply systems. A letter approving such systems is required from the appropriate health authority.

Note: When a planned district is requested, a development plan must be prepared by a registered architect, engineer, surveyor or landscape architect. Three (3) copies of said plan are required to be submitted. This plan is to demonstrate the engineering feasibility of the proposed project. Furthermore, a separate landscape plan is required and is to be completed and sealed by a professional landscape architect. The Rural Zoning Commission makes no exceptions to these requirements. All other issues in the performance standards must be addressed, even if they do not appear to pertain to your particular site.

---

**Statement of Understanding**

I/we have read and understand the requirements as listed above and I/we have met with the Technical Review Committee as required prior to the filing of this application.

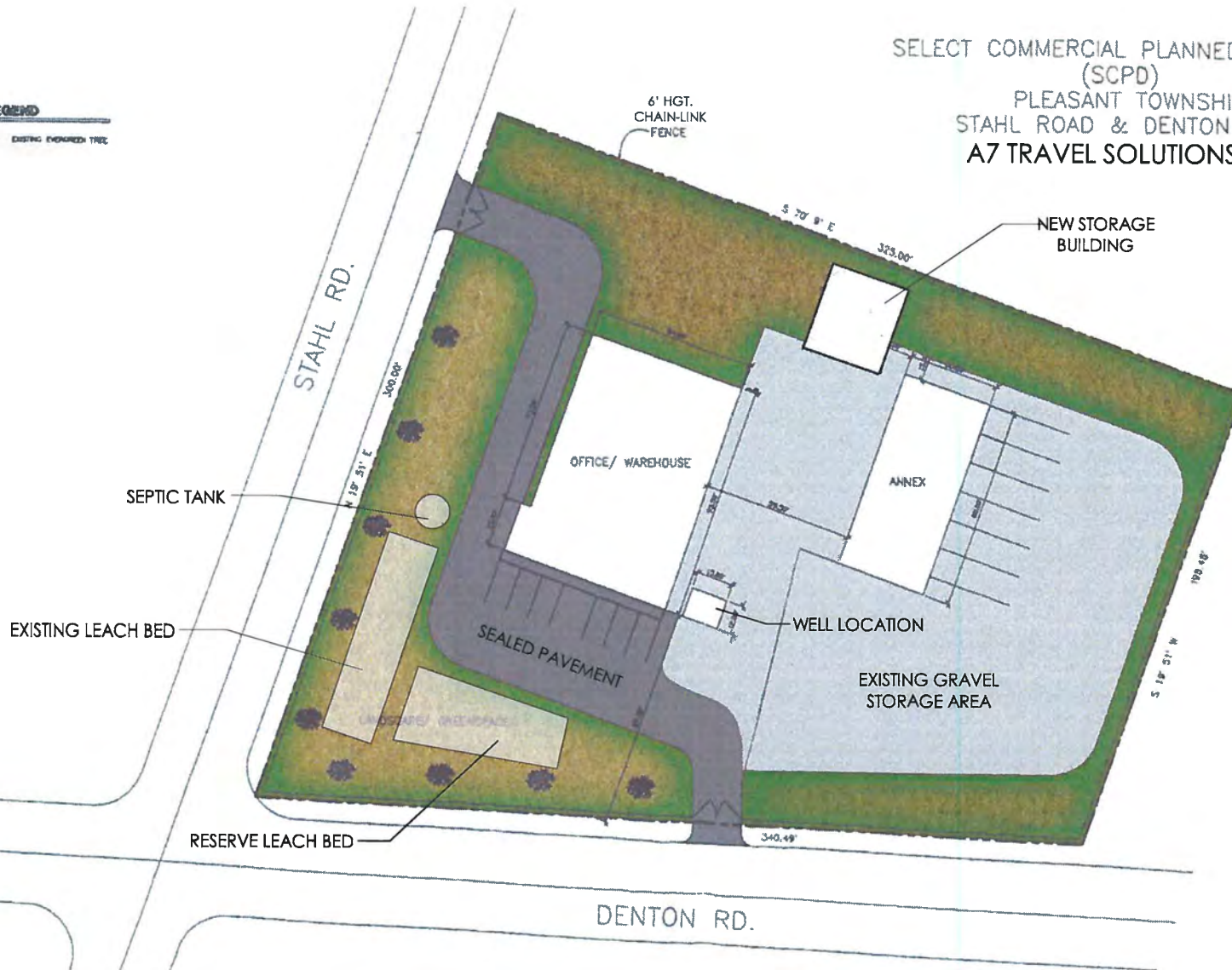
Applicant Signature: \_\_\_\_\_

*Jason G. Reynolds III*  
\_\_\_\_\_

Date: \_\_\_\_\_

**LEGEND**  
 ● EXISTING ENHANCED TREE

SELECT COMMERCIAL PLANNED DISTRICT  
 (SCPD)  
 PLEASANT TOWNSHIP  
 STAHL ROAD & DENTON ROAD  
 A7 TRAVEL SOLUTIONS INC.



**Paris Planning & Design**  
 LAND PLANNING LANDSCAPE ARCHITECTURE  
 203 N. 9th Street  
 Columbus, OH 43215  
 614.461.1144 www.parisplanninganddesign.com

**A7 TRAVEL SOLUTIONS INC.**  
 7250 STAHL ROAD  
 CURENT, OHIO 43146

SP1

**RECEIVED**  
 MAR 15 2018  
 Franklin County Planning Department  
 Franklin County, OH

20N-18-03

**A SITE PLAN**  
 SCALE: 20x1" = 50'

RECEIVED

MAR 15 2018

Franklin County Planning Department  
Franklin County, OH

ZON-18-03

SELECT COMMERCIAL PLANNED DISTRICT  
(SCPD)  
PLEASANT TOWNSHIP  
STAHL ROAD & DENTON ROAD  
A7 TRAVEL SOLUTIONS INC.  
ZON No. \_\_\_\_\_

BACKGROUND:

The subject property is located at the northeast corner of the intersection of Stahl Road and Denton Road and consist of a 1.86 acre tract of land currently zoned SCPD and has Variance 2281, granted for fencing. In 1997 Puckett's Painting & Coating Inc. rezoned the property to SCPD to allow for a paint contractor's office and storage facility. The property is surrounded by Rural agricultural uses to the north, east, and south and single family residential use across Stahl Road to the west. The applicant rezoned the property to SCPD for the purpose of establishing proper current zoning under the current Code for office/dispatching delivery vehicles, parking of delivery vehicles and a maintenance facility for the delivery vehicles in 2015. The proposed SCPD will allow for new out building to be located on the site.

PERMITTED USES:

The property shall be used for office/dispatching delivery vehicles, parking of vehicles and minor vehicle maintenance of the delivery vehicles as is specifically as set forth in Franklin County Zoning Resolution Sections 322.022 and 332.032(421).

The main building shall be used for office space and storage/warehouse. Vehicles will be stored inside the main building warehouse space and in the existing annex where minor maintenance maybe done on the delivery vehicles.

The existing out buildings and the new building as depicted on the site plan shall be used for storage of materials and supplies, and maintenance of vehicles. The use of these facilities for maintenance of the delivery vehicles shall be done in strict compliance with federal, state and local environmental standards.

DEVELOPMENT STANDARDS:

Unless otherwise indicated in the submitted drawing or in the written text, the applicable standards for the site shall be those standards contained in Section 332.04 Community Services (CS) of the Franklin County Zoning Code. Provided however the fencing currently existing as a result of Variance 2281, mentioned above, shall be permitted to continue and additional 6" high fencing be allowed around the south and east boundaries along the right of way of Denton and Stahl Roads. Also, this SCPD text waives the screening and opacity requirements contained in the Code (as well as the requirements to maintain it), provided however these opacity and landscape and maintenance requirements along the east and north sides of the property (the sides of the property not fronting on Stahl Road or Denton Road) shall cease to be waived at such times as the adjacent property is used for residential purposes. Trees indicated in the landscape



green space on the Site Plan shall be replaced within thirty (30) days after their death or destruction, weather permitting. Likewise, trees planted in the future to comply with the opacity requirements as stated herein shall be replaced within thirty (30) days after their death or destruction, weather permitting.

LIGHTING:

All lighting on the subject property that is visible from residentially used neighboring property shall be a cut-off type fixtures (down lighting) and limited to the building and parking areas unless located for landscaping and security purposes. The exterior lighting of the site shall minimize off-site glare and reflection by utilizing screening, direction of lighting, height of lighting, wattage and type of lighting for the purpose of screening off-site glare to neighboring residentially used properties.

SIGNAGE AND GRAPHICS:

- A. One freestanding graphics shall be allowed to be placed at the intersection of Stahl Road and Denton Road. The total size of the sign shall not exceed forty (40) square feet per face and shall not be any higher than seven (7) feet from grade. All wall graphics shall be permitted only in conformity with the Franklin County Zoning Code.
- B. No off-premise graphics shall be permitted on-site, nor any illumination which flashes, travels, animates or intermittently illuminates shall be allowed.

ENVIRONMENTAL TREATMENT:

- A. The premises shall be landscaped along the Stahl Road and Denton Road frontages with a planting of evergreens or deciduous shade trees as depicted on the site plan. The depicted fencing on the site plan shall be maintained in its current height for security purposes.
- B. No banners, pennants, streamers or other similar obnoxious displays shall be permitted on the site.
- C. There shall be only two curb cuts allowed on this site, one on Stahl Road and one on Denton Road. These curb cuts shall have a maximum width of thirty-five (35) feet.

SITE PLAN:

- A. The property shall be used in accordance with the submitted site plan. The attached amended site plan illustrates where the building(s) and parking areas are located. This site plan may be slightly adjusted to reflect the engineering, topographical or other site data developed at the time that A7 Travel Solutions Inc. actually occupies the premises. Any slight adjustment to the site plan shall be reviewed and approved by the Zoning Officer or his designee upon submission of the appropriate data regarding the proposed adjustment. The general layout of the site plan concept shall conform to the site plan. Outdoor storage of vehicles shall be permitted only between the two (2) buildings and on

the east side of the warehouse annex.

- B. Parking requirements shall conform to those found in Section 531 of the Franklin County Zoning Code. A waiver is requested to allow the existing gravel areas to remain and non-paved in those areas identified on the site plan as those areas have historically been used for graveled and storage areas.

BUILDING ELEVATIONS:

The existing structures with the new building will remain on the premises. The building shall be painted with colors using either earth tones, grey or other muted colors or colors as agreed to by the zoning officer.

STORMWATER DRAINAGE:

Drainage and run-off from the proposed development shall not cause property damage to off-site areas. The current site drainage shall be maintained.

SEWAGE DISPOSAL AND WATER SUPPLY:

The existing sewage disposal and water supply facilities will continue to be utilized in the operation with the new owner. The sewage disposal and water supply facility shall be properly maintained and operational in accordance with pertinent state and local regulations.

POLLUTION:

- A. Smoke: No smoke shall be emitted from any structure in the SCPD.
- B. Noise: The noise level shall be no greater than sixty (60) decibels at the lot line.
- C. Odor: No odorous gases or other obnoxious odor shall be permitted at any point beyond the SCPD boundary.

ARCHITECTURAL DESIGN:

- A. The site plan layout and footprint of the building shall not be altered without the prior written consent of the zoning officer. At no time may alterations exceed an expansion of thirty-five percent (35%) of the existing square footage of the gross aggregate building area.
- B. No outside storage shall be permitted on the lot. No rubbish or debris of any kind shall be placed or permitted to accumulate on any portion of the lot except in any enclosed dumpster or enclosed storage area.

TRAFFIC & CIRCULATION:

The subject property shall have two (2) curb cuts which curb cuts are existing today and as shown on the Site Plan. The location of these curb cuts shall not be altered without the prior written consent of the Franklin County Economic Development Director. Circulation within the subject property shall be in the area as indicated surrounding the office, warehouse and annex. It is contemplated by the applicant that no increase in traffic will be generated as a result of this zoning and applicant's use due to the nature of applicant's business, customers seldom, if not at all, come to applicant's place of business.

---

Jackson B. Reynolds, III  
Attorney for A7 Travel Solutions Inc.  
(614) 221-4255



**Commissioners**  
 Marilyn Brown, President  
 Paula Brooks  
 John O'Grady

**Economic Development & Planning Department**  
 James Schimmer, Director

# Administrative Appeal

Revised January 1, 2009

**RECEIVED** AP  
 FEB 23 2018  
 Franklin County Planning Department  
 Franklin County, OH

<b>Property Information</b>	
Site Address <b>2079 FRANK ROAD</b>	
Parcel ID(s) <b>140-001597</b>	Zoning <b>R//SUB.GROWTH OVRLY.</b>
Township <b>FRANKLIN</b>	Acreage <b>REMAINDER 0.979</b>
Water Supply <input checked="" type="checkbox"/> Public (Central) <input type="checkbox"/> Private (Onsite)	Wastewater Treatment <input checked="" type="checkbox"/> Public (Central) <input type="checkbox"/> Private (Onsite)

<b>Staff Use Only</b>
Case # <b>AP-3899</b>
Date filed: <b>2-23-2018</b>
Received by: <b>DJA</b>
Hearing date: <b>4-16-2018</b>
Zoning Compliance: <b>RZ-17-382</b>

<b>Applicant Information</b>	
Name/Company Name <b>TERESA L. &amp; GARY HORN</b>	
Address <b>BABBITT BEARING CO.</b>	
<b>2079 FRANK ROAD</b>	
<b>COL. OHIO 43223</b>	
Phone # <b>(614) 279-3031</b>	Fax #
Email	

<b>Document Submission</b>
The following documents must accompany this application:
<input checked="" type="checkbox"/> Completed form
<input checked="" type="checkbox"/> Auditor's map (8 1/2" x 11")
<input checked="" type="checkbox"/> Covenants and deed
<input checked="" type="checkbox"/> Notarized signatures
<input checked="" type="checkbox"/> Proof of water & waste water supply
<input checked="" type="checkbox"/> Copy of Administrative Officer's decision
Please see the Application Instructions for complete details

<b>Property Owner Information</b>	
Name/Company Name <b>SAME</b>	
Address <b>AS</b>	
<b>ABOVE</b>	
Phone #	Fax #
Email	

<b>Agent Information (if applicable)</b>	
Name/Company Name <b>AL R. BORDELON</b>	
Address <b>2079 FRANK ROAD</b>	
<b>43223</b>	
Phone # <b>(614) 560-1212</b>	Fax # <b>(614) 442-3341</b>
Email <b>WILL PICKUP//DLVR. ALL CORRESPONDENCE</b>	

Describe the decision by an Administrative Officer that is being appealed:

• APPEAL THE DENIAL OF ZONING APPLICATION RZ-17-382 TO EXPAND THE HISTORIC (1939) USE/ACTIVITY; NOW DEEMED A NON-CONFORMING USE.  
• PER SECTION 110.043: A NON-CONFORMING USE MAY BE EXPANDED UPON AN APPEAL TO THE COUNTY BZA.

Describe the project

PROPERTY OWNER SEEKS TO CONSTRUCT 2ND ACCESSORY BUILDING FOR STORAGE OF COMMERCIAL GOODS USED IN ASSOCIATION WITH THE USE THAT WAS ESTABLISHED UPON 2079 FRANK RD. ON 28 SEP 1939: DEFINED AS SIC GROUP 76 (MISC. REPAIR SVS.) AND THEREAFTER MAINTAINED FOR 77 YEARS TO DATE.

THE FOLLOWING ADDENDUM ITEMS ARE INCLUDED AS READY REFERENCE TO SUPPORT THIS APPEAL ALL AS SO CERTIFIED BELOW.

Affidavit

I hereby certify that the facts, statements, and information presented within this application form are true and correct to the best of my knowledge and belief. I hereby understand and certify that any misrepresentation or omissions of any information required in this application form may result in my application being delayed or not approved by the County. I hereby certify that I have read and fully understand all the information required in this application form.

Applicant

Date

*Amy Horn*

2-23-18

Property Owner (Signature must be notarized)

Date

*Jeresa Horn*

2-23-18

Property Owner (Signature must be notarized)

Date

**JURAT WITH AFFIANT STATEMENT**

State of Ohio }  
County of Franklin } ss.

- See Attached Document (Notary to cross out lines 1-7 below)
- See Statement Below (Lines 1-7 to be completed only by document signer[s], not Notary)

1  
2  
3  
4  
5  
6  
7

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

Subscribed and sworn to (or affirmed) before me  
this 23<sup>rd</sup> day of February, 2018, by  
Date Month Year

Gary W Horn  
Name of Signer No. 1

Teresa L Horn  
Name of Signer No. 2 (if any)

Elizabeth M Dean  
Signature of Notary Public

Exp: July 1<sup>st</sup> 2020  
Any Other Required Information  
(Residence, Expiration Date, etc.)



Place Notary Seal/Stamp Above

**OPTIONAL**

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Administrative Appeal Affidavit Page # 2

Document Date: 2-23-18 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

A D D E N D U M  
T O  
R Z - 1 7 - 3 8 2  
A D M I N I S T R A T I V E A P P E A L

P R O J E C T D E T A I L S

CONTINUE THE 1940'S PRE-LAW USE OF ACCESSORY BUILDINGS IN SUPPORT OF THE LAWFULL SICGROUP 76 ACTIVITY / USE AS ESTABLISHED 28 SEP 1939 - WHICH THE VOTER APPROVED NOV 1950 CODE DID ALLOW AT UP TO 30% LOT COVERAGE (TOTAL ALL STRUCTURES).

ACCESSORY BLDG. FOOT PRINT	PRIOR TO JUL 96	PROPOSED
	(2) 2880 s.f.	(2) 5520 s.f.
% LOT COVERAGE	6.75%	12.94%

TOT. LOT COVERAGE ERECTED BLDG. ONLY	EXISTING	PROPOSED
(HOUSE 1520 s.f.)	4400 s.f. 10.31%	7040 s.f. 16.50%
		6.19% MORE

TOT. HARD ROOF/APRON (NO REQ'D 3FT TRIM BACK)		
	23.8%	29.9%

1. Proposed Use or Development of the Land:

CONTINUE THE SIC GROUP 76 USE, AS 1ST. PUT 28 SEP 1939, EMPLOYING SEPERATE ACCESSORY BUILDINGS; TOTAL ALL STRUCTURES UNDER 30% OF LOT COVERAGE AS WOULD BE COMPLIANT WITH THE VOTER APPROVED ZONING CODE NOV 1950: AS CONTINUED FOR 77 YEARS TO DATE.

2. How will the proposed development relate to the existing and probable future land use character of the area:

LOT 11'S USE AND CHARACTER FORMS THE FOUNDATIONAL FABRIC CHARACTERIZING THE COMMUNITY OF ACTIVITIES ABUTTING THE WEST TERMINUS OF FRANK ROAD AT 30 HWY. AND HAS DONE SO IN AN INSTITUTIONAL EXEMPLARY MANNER FOR OVER 77 YEARS.

3. Will the Use be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such a use will not change the essential character of the same area?

- THE MODERN (AFTER 1972) CHARACTER WILL NOT APPEAR TO CHANGE.
- THE FRONTING TALL 2 STORY RESIDENCE ASSERTS ITS PRESENCE 140 FT FROM THE CENTER LINE OF FRANK ROAD ON RISING GROUND AND LARGELY MASKS ACTIVITIES TO ITS REAR.
- THE PROPOSED WILL SIT 130 FT REARWARD OF THE IMPOSING RESIDENCE ON FALLING GROUND.



4. Will the Use be hazardous or disturbing to existing or future neighboring uses?

FIVE (5) ABUTTERS ATTEST AS FOLLOWS:  
STATEMENT AND TESTIMONY OF SUPPORT TAB 3

I support the current use of the property and enlargement/change of the existing service building, in the best interests of the Horns, for uses consistent with or similar to the current use(s), without objection.

5. Will the Use be detrimental to property in the immediate vicinity or to the community as a whole?

THE ABOVE STATEMENTS SUPPORT WHAT  
THE PAST 77 YEAR HISTORY SUGGESTS:  
THE LOT 11/2079 FRANK ROAD FOOTPRINT  
OF ACTIVITY HAS NOT PROVED DETRIMENTAL  
TO THE COMMUNITY AND IS EXPECTED TO ADD SUPPORT.

6. Will the Use be served adequately by essential public facility and services?

LOT 11 IS FULL SERVED BY ALL PUBLIC UTILITIES  
AND SERVICES. TAB 4

7. How will the proposal meet the development standards of that specific district?

• LOT 11 IS CONFIGURED TO 1920'S PROGRESSIVE "FARMETTE"  
CONDITIONS (NOMINAL 70 FT WIDTHS X BY X 600 FT. DEPTH W/  
BUILDINGS ON/AT/NEAR PROPERTY LINES). NOT EVER CONFORMING  
• 1939 DEED (1.027 AC.) DEPRIVED OF 0.048 AC. BY 12-5-72 R.O.W.  
FOR COUNTY ROAD (PLAT 1.027 - MINUS - 0.048 R.O.W. = 0.979 | TAB 5

8. Could the applicant's predicament be feasibly obtained through some other method: ?

• THE EXISTING FOOTPRINT OF RESIDENCE AND OUT BUILDINGS  
INITIALLY ARE IN PLACE 1926 & 1932 AND SIDE YARDS  
DO NOT CONFORM. THE PROPOSED DOES CONFORM.  
• THE 1950 STANDARDS WERE BASED ON LOT WIDTH  
AND ACCORDED LOT 11 WITH 30% COVERAGE.  
• AFFIRMATIVE APPEAL IS THE ONLY MEANS TO ALLOW  
THE 1939-1996 ACTIVITY TO ENDURE; PROTECTED BY THE  
NOV 1950 - JUL 1996 CODE 30% LOT COVERAGE.

9. Would the spirit and intent behind the zoning requirements be observed and would substantial justice be done by granting the Administrative Appeal.

• ALL OF LOT 11'S ACTIVITIES HAVE BEEN VIEWED FOR 77 CONTINUOUS YEARS AND ARE COMMUNITY SUPPORTED.

• THE PROPOSED WILL SIT BEHIND A TALLER 2 STORY HOUSE MASKING ITS PRESENCE OVER 340 FT FROM THE FRANK ROAD CENTER LINE. TAB 2

• JUSTICE PREVAILS IF THE INTENT OF THE ORIGINAL LOT SIZE AND 1950 CODE LATITUDE OF 30% LOT COVERAGE IS WEIGHED IN THE AFFIRMATIVE; THROUGH GRANT OF AFFIRMATIVE ADMINISTRATIVE APPEAL.

10. Would the use adversely affect the delivery of governmental services (e.g., water, sewer, garbage, fire, police).

NO!

11. Did the applicant purchase the property with knowledge of the zoning restrictions?

• AT THE TIME OF COMING ON THE PROPERTY (1977) AS AN EMPLOYEE -- TO THE TIME -- OF TITLE TRANSFER (1989) -- THE 1996 CODE WAS UNKNOWN.

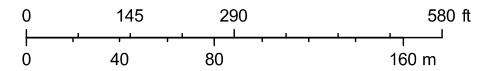
• THE APPLICANT AT TIME OF 1989 PURCHASE; WAS RELIANT UPON THE 1950 CODE ((UP TO 30% LOT COVERAGE)) AS EVIDENCE THAT THE BUILDING AND BUSINESS COULD ENLARGE.

# AP-3899 and VA-3900



March 20, 2018

1:2,135



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community Columbus GIS



**Commissioners**  
 Marilyn Brown, President  
 Paula Brooks  
 John O'Grady

**Economic Development & Planning Department**  
 James Schimmer, Director

# Application for Zoning Variance

Revised January 1, 2009

**RECEIVED**  
 FEB 23 2018  
 Franklin County Planning Department  
 Franklin County, OH

VA

<b>Property Information</b>	
Site Address <b>2079 FRANK ROAD</b>	
Parcel ID(s) <b>140-001597</b>	Zoning <b>R//SUB.GROWTH OVRLY.</b>
Township	Acreage <b>REMAINDER 0.979</b>
Water Supply <input checked="" type="checkbox"/> Public (Central) <input type="checkbox"/> Private (Onsite)	Wastewater Treatment <input type="checkbox"/> Public (Central) <input type="checkbox"/> Private (Onsite)

<b>Applicant Information</b>	
Name/Company Name <b>TERESA L. &amp; GARY HORN</b>	
Address <b>BABBITT BEARING CO.</b> <b>2079 FRANK ROAD</b> <b>COL. OHIO 43223</b>	
Phone # <b>(614) 279-3031</b>	Fax #
Email	

<b>Property Owner Information</b>	
Name/Company Name	
Address <b>SAME</b> <b>AS</b> <b>ABOVE</b>	
Phone #	Fax #
Email	

<b>Agent Information (if applicable)</b>	
Name/Company Name <b>AL R. BORDELON</b>	
Address <b>2079 FRANK ROAD</b> <b>43223</b>	
Phone # <b>(614) 560-1212</b>	Fax # <b>(614) 442-3341</b>
Email <b>WILL PICK UP//DLVR. ALL CORRESPONDENCE</b>	

Staff Use Only
Case # <b>VA-3900</b>
Date filed: <b>2-23-2018</b>
Fee paid <b>350.00</b>
Receipt # <b>18-00635</b>
Received by: <b>PJA</b>
Hearing date: <b>4-16-2018</b>
Zoning Compliance: <b>R2-17-382</b>

Document Submission
The following documents must accompany this application:
<input checked="" type="checkbox"/> Completed application
<input checked="" type="checkbox"/> Fee Payment (Checks only)
<input checked="" type="checkbox"/> Auditor's map (8 1/2" x 11")
<input checked="" type="checkbox"/> Site Map (max 11" x 17")
<input checked="" type="checkbox"/> Covenants and deed
<input checked="" type="checkbox"/> Notarized signatures
<input checked="" type="checkbox"/> Proof of water & waste water supply
Please see the Application Instructions for complete details

Case #

VA-3900

Variations Requested

Section 302.041 - LOT AREA AND COVERAGE

Description

Section 512.02(2) - ACCESSORY BUILDING SIZE

Description

Section 541 - SIGN REGULATIONS

Description

VARIANCES REQUESTED  
AND  
PROJECT DESCRIPTIONS  
ARE  
DIVIDED INTO TWO(2) PARTS

PART ONE: OVERARCHING BACKGROUND FACTS  
AND  
PART TWO: 3 SPECIFIC VARIANCE REQUESTS

ALL

AS FOLLOWS AT  
NEXT PAGES

# PART ONE:

## OVERARCHING BACKGROUND FACTS

### PROJECT

- CONTINUE THE PRE-LAW (1939-NOV 1950) & POST NOV 1950 LAW FULL 30% LOT COVERAGE (RESIDENCE & OUT BUILDINGS) BASED ON LOT WIDTH, ALL AS PRE-EXISTED THE 1996 CODE BASED ON ACREAGE. **TAB 6**
- CONTINUE THE SIC GROUP 76 (MISC. REPAIR SVS.) AS DEFINES LOT 11, 2079 FR. RD. FROM THE 1940 CENSUS, CONTINUOUSLY TO DATE: A PERIOD OF 77 YEARS.
- CONTINUE THE PRIOR USE OF ADDITIONAL ACCESSORY BUILDINGS AS DETAILED BELOW:

ACCESSORY BLDG	PRIOR TO JUL 96	PROPOSED
FOOT PRINT	(2 BLDG) 2880 S.F.	(2 BLDG) 5520 S.F.
% 0.979 AC. LOT	6.75%	12.94%

TOT. LOT COVERAGE	4400 S.F.	7040 S.F.
ERECTED BLDG'S ONLY	10.31%	6.19% MORE

TOT. HARD ROOF & APRON (NO REQ'D 3 FT. TRIM BACK)	23.8%	29.9%
------------------------------------------------------	-------	-------

- NOV 1950 VOTER APPROVED CODE PERMITS 30% LOT COVERAGE IN ONE FAMILY (1-R-6) DISTRICT (MIN. LOT WIDTH 60 FT.).
- CONTINUE SIGN LOCATION AND SIGNAGE PRIOR EXISTING.

# PART ONE: ESSENTIAL FACTS

Case #

VA-3900

1. Proposed Use or Development of the Land:

CONTINUATION OF SIC GROUP 76 ACTIVITY AS EVIDENCED BY 1940 CENSUS/AND/AFFIRMED BY DEATH CERTIFICATE OF ORIGINAL OPERATOR (~55 YEARS, SELF EMPLOYED, 1917-1972)) AS SUPPORTED BY 1930 CENSUS, AND 3RD. PARTY SIGNED STATEMENTS (COVERING 1940 THRU 1973), DIRECTORIES, AND BUSINESS RECORDS 1973 TO CURRENT DATE: A PERIOD OVER 77 YEARS, AND ADDITION OF A 2ND ACCESSORY BUILDING, CAUSING A 6.19% INCREASE IN LOT COVERAGE.

TAB 7

2. How will the proposed development relate to the existing and probable future land use character of the area:

A) OCCUPANCY FOR SIC GROUP 76 ACTIVITY AT 2079 FRK. RD. CONSTITUTES 56 CONTINUOUS YEARS PRIOR TO THE 1996 CODE AND FORMS THE "FOUNDATIONAL COMMUNITY USES" CHARACTERIZING THE WEST TERMINUS OF (4) LANE FRANK ROAD.  
B) THE PUBLIC "VISABLE FACE" IS AND WILL EFFECTIVELY BE THE FRONTING RESIDENCE; ONE OF THE BEST MAINTAINED IN SOUTHERN FRANKLIN TOWNSHIP.

3. Will the Use be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such a use will not change the essential character of the same area?

A) THE PROPOSED (MASKED) ACCESSORY BUILDING HAS BEEN PLACED REARWARD OF THE FRONTING EXISTING STRUCTURES

TAB 2

B) FIVE ABUTTERS ATTEST AS FOLLOWS:

- I support the current use of the property and enlargement/change of the existing service building, in the best interests of the Horns, for uses consistent with or similar to the current use(s), without objection.

TAB 3

# PART ONE: ESSENTIAL FACTS

Case #  
VA-3900

4. Will the Use be detrimental to property in the immediate vicinity or to the community as a whole?

- THE CONDITIONAL USE IS NOT BELIEVED DETRIMENTAL.
- (3) AREA RESIDENTS (TRUSTEES) ATTEST ACCEPTANCE.
- TOWNSHIP RESOLUTION 17-356 SUPPORTS PROJECT.

TAB 8

5. How will the proposal meet the development standards of that specific district?

EXISTING MAIN BUILDING ALLGNMENT. (RESIDENCE & OUT BUILDING)  
DATE TO THE 1920's/1930's AND CAN NOT CONFORM TO 1996  
SIDE YARD SETBACKS. THE PROPOSED BETTERS  
EXISTING, AND IS PROPOSED TO SIT OVER 340FT FROM THE  
4LANE CENTER LINE (ON THE OVER 600FT. DEEP LOT).

TAB 2

6. Could the applicant's predicament be feasibly obtained through some method other than a variance?

A) THE MAIN BLDG. FOOTPRINTS, AND LOT WIDTH AND DEPTH,  
AND SIC GROUP 76 ACTIVITY, ALL PRE-DATE ALL  
ADOPTED CODES.

TAB 7 TAB 9

B) WERE IT NOT FOR THE 1996 CODE RESTRICTIONS;  
THE PRIOR (NOV 1950) 30% STANDARDS COULD  
ACCOMMODATE THE PROPOSED 6.1% ADDITION.

TAB 6



# PART ONE: ESSENTIAL FACTS

Case #  
VA - 3900

7. Would the spirit and intent behind the zoning requirements be observed and would substantial justice be done by granting the variance requested.

- NO LIMITATIONS EXISTED, SEP 1939 TO NOV 1950, EXCEPT AN INDIVIDUAL'S OWN LABOR & INDUSTRY; WHICH AT 2079 FR. RD. PRODUCED COMPATIBLE EMPLOYMENT: 50% OF THE 25 GRANT JONES FARM LOTS (OF WHICH 2079 IS LOT 11) WERE DEVELOPED AFTER LOT 11 / 1940 USE.
- HARDSHIP EXISTS DUE TO IMPOSED JUL 1996 CONDITIONS, FOR WHICH VARIANCE REDRESS IS NOW MADE.

8. Did the applicant purchase the property with knowledge of the zoning restrictions?

- THE OWNER AND APPLICANT WORKED ON THE PROPERTY AS A 17 YEAR OLD VO-TECH STUDENT (1977) AND ACQUIRED OWNERSHIP AT 29 YEARS OF AGE IN JUN 1989; WITH THE UNDERSTANDING THAT THE SIC GROUP 76 ACTIVITY HAD "ALWAYS BEEN THERE" - AND - PRIOR TO ALL LATER LIMITATIONS: (1996 CODE).

TAB 10 -

- FACT: ONE OF FACTS LEARNED AFTER 1977 WAS THAT AFTER THE MCDANIELS PURCHASE (BABBITT BEARINGS) IN OCT 1973: MC DANIELS PLACED HIS SIGN ON THE SAME POST WHERE BEAL HAD HIS SIGN.

TAB 15

# PART ONE: ESSENTIAL FACTS

Case #

VA-3900

## 9. ADDITIONAL TAB ITEMS FACTS:

TAB 11: AERIAL PHOTOS 1947-1953-1955-1960.

- SUPPORT TAB 12 STATEMENT OF BERTHA KINNARD (PERIOD 1940'S-1970'S) INDICATING ORIGINAL BEALSIC GROUP 76 ACTIVITY CHARACTERIZED BY "CUSTOMERS IN AND OUT" DEMAND PARKING.

TAB 12: STATEMENT BERTHA M. KINNARD.

- CUSTOMER VOLUME/PARKING "IN AND OUT".

TAB 13: STATEMENT JOSEPH D. Mc DANIELS.

- PURCHASED/STARTED BUSINESS OCT 1973.
- SOLD TO HORNS 1989 (INT. 13546 PG. B11)

TAB 14: SYNOPSIS RECORD ATTESTS 77 YEAR USE.

- TABULATED FACTS SUPPORT NO 2 YEAR BREAK.
- ADDRESS DIRECTORIES ATTEST NO 2 YEAR BREAK.
- STATEMENTS ATTEST NO 2 YEAR BREAK.

TAB 15: MANPOWER COMPONENT AND SIGNAGE.

- MANPOWER INSIGHTS 1940 TO DATE.
- SIGNAGE STATEMENTS.

Case #

VA - 3900

## Application instructions

Please submit the following:

1) **Application Form**

Completed application form with notarized signatures

2) **Fee – non refundable**

Checks only payable to *Franklin County Treasurer*

3) **Covenants or deed restrictions.**

Provide a copy of your deed with any deed restrictions

You can find your deed at:

[www.franklincountyohio.gov/recorder](http://www.franklincountyohio.gov/recorder)

T A B 13

4) **Auditor's Tax Map.**

Provide a map showing the subject property and all land within 500 feet of the property.

You can find the map at:

[www.franklincountyohio.gov/auditor](http://www.franklincountyohio.gov/auditor)

S E P E R A T E

5) **Site map**

Provide a map showing the subject property with the following items:

- For the subject property
  - All property lines
  - Dimensions of the property
  - Road frontage
  - Street right-of-ways
  - Driveways
  - Easements
  - Floodplain areas
  - Location of existing septic/aerator systems and wells
- For all existing and proposed buildings and structures
  - Location of each on the property
  - Location of any proposed addition or expansion
  - Square footage of each
  - Height of each
  - Distance to property lines
- Scale
- North arrow
- Any information relevant to the specific nature of the variance

T A B 2

6) **Proof of utility service**

Provide proof from the provider of your water and wastewater services.

Note: If services are provided by a private or public entity, you must provide a letter verifying that you have service or will have access to it. If you're proposing an on-lot septic system or well, please provide information from the Franklin County Board of Health (or appropriate agency).

T A B 4

<b>Variance(s) Requested</b>	
Section	302.041 - LOT AREA AND COVERAGE.
Description	PROPOSING INCREASE TO 29.9%. // 1996 CODE PERMITS 20%.
Question	
Description	HISTORIC EXISTING 23.8%. PROPOSING 6.19% ADDITION.
Question	
Description	

<b>Describe the project</b>
CONTINUE PRE-LAW (1939-1950) OVER 20% LOT COVERAGE, AND POST NOV 1950 LAWFULL UP TO 30% LOT COVERAGE (ACTUAL 23.8%) RESIDENCE & OUT BUILDINGS, ALL AS PERMITTED BY NOV 1950 CODE BASED ON LOT WIDTH PRIOR TO 1996 CODE BASED ON ACREAGE.

1. Are there special conditions or circumstances applying to the property involved that do not generally apply to other properties in the same zoning district.

OVER 23% LOT COVERAGE HAS EXISTED AT LOT 11 SINCE ON OR AFTER BUSINESS USE 1939. (TAB 9 SHOWS DUAL ADDITIONS PRIOR TO 1932). 6.19% ADDITIONAL REQUESTED. (TAB 11/1947 PHOTO DEPICTS OVER 23%).

2. That a literal interpretation of the requirements of this Zoning Resolution would deprive the applicant of rights commonly enjoyed by other properties in the same Zoning District under the terms of the Zoning Resolution.

LOT 11 (0.979 Ac.) OVER 600 FT. DEEP X ± 70 FT. WIDE / BUS. USE SINCE 1939 PERMITTED 30% LOT COVERAGE BY NOV 1950 CODE (TAB 6 BASED ON LOT WIDTH). 1996 CODE CONFISATORY BASED ON ACREAGE.

3. That the special conditions and circumstances, listed under question #1, do not result from any actions of the applicant.

APPLICANT PURCHASE (TAB 13/1989) CONTINUED PRIOR BUS. USE. 1996 CODE ACREAGE CONDITIONS (FUTURE) UN-KNOWN. HISTORIC OVER 20% LOT COVERAGE PRE-EXISTED.

4. That approving the variance requested will not grant the applicant any special privilege that is denied by this Zoning Resolution to other lands or structures in the same Zoning District.
- USE IS TAB 1 SIC GROUP 76 ACTIVITY IN CONTINUOUS USE (TAB 4) SINCE SEP. 1939 (TAB 7) AND SUCH USE & LOT COVERAGE PRE-DATE 1996 ZONING: ALL UNIQUE TO LOT 11.
5. Would granting the variance adversely affect the health or safety of persons residing or working in the vicinity of the proposed development, be materially detrimental to the public welfare, or injurious to private property or public improvements in the vicinity?
- FIVE (5) ABUTTERS SUPPORT THE PROJECT (TAB 3)
  - THREE (3) AREA RESIDENTS (TRUSTEES) SUPPORT (TAB 8)
  - FRANKLIN TWP. RESOLUTION 17-356 SUPPORTS (TAB 8)
6. Can there be any beneficial use of the property without the variance?
- BUS. SERVICE IS DEMAND DRIVEN TO EFFECT PERFECTION BORE HOLES (WITH NO/LITTLE TOLERANCE) REQUIRING HOURS AND DAYS.  
PROPERTY INVESTMENT IS REDUCED TO RUINATION WITHOUT SPACE AND ABILITY TO MATCH TIGHTENING 21ST CENTURY STANDARDS.
7. How substantial is the variance? (i.e. 10 feet vs. 100 feet - Required frontage vs. proposed)
- LOT 11 IS OVER 600 FT. DEEP. THE 6.19% ADDED OUT BLDG. FOOTPRINT WILL SIT 340 FT. FROM THE FRANK ROAD CENTERLINE REARWARD OF THE MASKING RESIDENCE: (2 STORY).
8. Would the essential character of the neighborhood be substantially altered or would the adjoining properties suffer substantial harm as a result of the variance?
- FIVE (5) ABUTTERS SUPPORT PROJECT. (TAB 3)
9. How would the variance adversely affect the delivery of governmental services? (e.g., water, sewer, garbage, fire, police - Verification from local authorities - i.e. fire might be required)
- NO REPORTED HARM IN PAST 77 YEARS.
10. Did the applicant purchase the property with knowledge of the zoning restrictions?
- PURCHASE IN 1989 (TAB 13) PRE-DATES 1996 ZONING.
11. Could the applicant's predicament feasibly be obtained through some method other than a variance?
- NO LIMITATIONS EXISTED SEP 1939 - NOV 1950 EXCEPT "WILL TO WORK." 1996 CODE CREATES HARDSHIP FOR 77 YEARS OF STEWARDSHIP.
12. Would the spirit and intent behind the zoning requirement be observed and would substantial justice be done by granting the variance?
- CONFIGURATION OF LOT 11 CAN NOT MEET 1996 CODE STANDARDS. VARIANCE PROMISES EQUAL UTILITY WITH COMPLIANT LOT.

## Variance(s) Requested

Section

512.02(2) ACCESSORY BUILDING SIZE

Description

PROPOSE A TOTAL OF 5520 S.F. IN (2) ACCESSORY BLDG'S.  
 1996 CODE PERMITS 720 S.F. (IN UNDER 1 AC. LOTS//LOT 11).  
 ORIGINAL PLATTED 1.027 AC. LOT: REDUCED BY HWY. ROW. TO 0.979 AC.  
 NOTE: PRIOR 1950 CODE PERMITTED (LOT 11) UPTO 12,790 S.F. COVERAGE.

Describe the project

PROJECT

MAINTAIN PRELAW 2640 S.F. EXISTING (6.19%) ACCESSORY BLDG.  
 REPLACE 2ND BLDG. (240 S.F.) WITH 2880 S.F. (ADDS  $6.75 - 0.56 = 6.19\%$ )  
 ORIGINAL VOTER ADOPTED NOV 1950 CODE PERMITTED 30% (12,790 S.F.)  
 LOT COVERAGE (ON OVER 60 FT. WIDE LOTS/LOT 11 (TAB 6)).  
 PROPOSED 5520 S.F. REPRESENTS UNDER 13% OF LOT 11.

## GENERAL CONDITIONS

◦ AS A PRACTICAL FACT; UN-LIMITED  
 ACCESSORY BUILDING SQUARE FOOTAGE  
 CONDITIONS HAVE EXISTED BEFORE AND AFTER  
 THE VOTER APPROVED NOV 1950  
 ZONING CODE ON LOT 11 (ACTUAL AFTER 1950: 12,790 S.F.)

◦ THIS PRACTICAL "UN-LIMITED CONDITION" AT  
 TIME OF APPLICANT'S 1989 PURCHASE  
 WAS THE SOLE SECURE PROMISE THAT THE  
 APPLICANT COULD ANTICIPATE EXPANSION.

◦ AS OF THE LATER JUL 1996 CODE: APPLICANT'S  
 ACCESSORY BUILDING SQ. FOOTAGE (2880 S.F.)  
 EXCEEDED THE 1996 720 S.F. LIMIT.  
 WHERE THERE WAS "SOME" (12,790 S.F.)  
 NOW ('96) THERE WAS "NONE" (720 S.F.)

Variance(s) Requested  
Section 512.02(2) ACCESSORY BUILDING SIZE

1. Are there special conditions or circumstances applying to the property involved that do not generally apply to other properties in the same zoning district.

DE FACTO UN-REGULATED ACCESSORY BLDG.(S) & LOT COVERAGE  
EXISTED SEP 1939-NOV 1950 AND PRACTICAL UN-FETTERED  
BOUNDS HAVE EXISTED 1950 THEREAFTER (UNTIL 1996 CODE);  
CONDITIONS APPLICANT'S 1989 PURCHASE RELIED UPON.

TAB 6-1950 CODE  
TAB 15-STATEMENT J. REBER

2. That a literal interpretation of the requirements of this Zoning Resolution would deprive the applicant of rights commonly enjoyed by other properties in the same Zoning District under the terms of the Zoning Resolution.

1950 CODE 30% LOT COVERAGE (MIN. 6000 S.F./60 FT. WIDE TAB 6) IS  
RE-BALANCED BY VARIANCE "VIS-A-VIS" 1996 CONFISTATORY  
"ONLY LARGE LOT" STANDARD WHICH DEPRIVES APPLICANT OF  
EXPECTED UTILITY; AS EXISTED AT 1989 PURCHASE.

3. That the special conditions and circumstances, listed under question #1, do not result from any actions of the applicant.

APPLICANT PURCHASE (1989/TAB 13) CONTINUED PRIOR ACTIVITY.  
IN 1989 APPLICANT WAS ASSURED OF FUTURE EXPANSION BY  
1950 CODE 30% COVERAGE (THAT COMPUTES TO TOT. 12,790 S.F.),  
OF WHICH: A TOTAL OF ±7040 S.F. IS SOUGHT.

4. That approving the variance requested will not grant the applicant any special privilege that is denied by this Zoning Resolution to other lands or structures in the same Zoning District.

USE/CONDITIONS IS (TAB 1) SIC GROUP 76 IN  
CONTINUOUS USE (TAB 14) SINCE SEP 1939 (TAB 7) AND  
ALL (INCLUDES BLDG./LOT COVERAGE) PRE-DATE ZONING:  
ALL UNIQUE TO LOT 11.

5. Would granting the variance adversely affect the health or safety of persons residing or working in the vicinity of the proposed development, be materially detrimental to the public welfare, or injurious to private property or public improvements in the vicinity?

• FIVE (5) ABUTTERS SUPPORT PROJECT. (TAB 3)  
• THREE (3) AREA RESIDENTS (TRUSTEES) SUPPORT. (TAB 8)  
• FRANKLIN TWP. RESOLUTION 17-356 SUPPORTS. (TAB 8)

6. Can there be any beneficial use of the property without the variance?

BUS. SERVICE ENTAILS CRAFTING PERFECTION BORE  
HOLES, WITH LITTLE TO NO TOLERANCES (REQUIRING  
TEDIOUS HOURS). PROPERTY IS REDUCED TO RUIN  
WITHOUT SPACE TO MEET EVOLVING DEMAND.

7. How substantial is the variance? (i.e. 10 feet vs. 100 feet - Required frontage vs. proposed)

THE TOTAL OUT BLDG. INCREASE (6.19%) IS INSIGNIFICANT.  
2ND BLDG. SITED 130 FT REARWARD OF IMPOSING  
TWO STORY RESIDENCE (MASKING 2ND BLDG.).

8. Would the essential character of the neighborhood be substantially altered or would the adjoining properties suffer substantial harm as a result of the variance?

FIVE (5) ABUTTERS SUPPORT PROJECT. (TAB 3)

9. How would the variance adversely affect the delivery of governmental services?

(e.g., water, sewer, garbage, fire, police - Verification from local authorities - i.e. fire might be required)

NO REPORTED HARM IN PAST 77 YEARS.

10. Did the applicant purchase the property with knowledge of the zoning restrictions?

PURCHASE IN 1989 (TAB 13) PRE-DATES 1996 ZONING.

11. Could the applicant's predicament feasibly be obtained through some method other than a variance?

1996 CODE FAVORS TO A FAULT LARGE LOT OWNERS.  
VARIANCE COMPENSATES FOR LEGISLATIVE TAKING.

12. Would the spirit and intent behind the zoning requirement be observed and would substantial justice be done by granting the variance?

CONFIGURATION OF LOT 11 CAN NOT MEET 1996 CODE.  
VARIANCE GRANTS EQUAL UTILITY WITH COMPLIANT LOT.



## Variance(s) Requested

Section

541. SIGN REGULATIONS

Description

Section

Description

PROPOSING  $\pm 27.6$  SQ. FT. NON-ILLUMINATED SIGN ON SINGLE POST SUPPORT IN RESIDENTIAL ZONING DISTRICT WHERE <NEW> SIGNS ARE NOT ALLOWED.

Description

## Describe the project

PROTECT AND SUSTAIN SIGNAGE THAT HAS EXISTED AT LOT 11/2079 FRANK RD. CONTINUOUSLY SINCE PRIOR TO ZONING (1996 & 1950); AND IS A LAWFULL PRE-EXISTING NON-CONFORMING USE.

### • GENERAL CONDITIONS •

- AS STATED BY THOSE SWORN AND SIGNED STATEMENTS AT TAB-15: SIGNAGE HAS EXISTED UPON LOT 11 PRIOR TO NOV 1950, AND CONTINUOUSLY THEREAFTER TO DATE.
- SIGNAGE (FREE-STANDING/NON-ILLUMINATED) (AND DUAL FACED) IS LOCATED 43+ FEET FROM THE CENTER LINE OF HWY. R.O.W. &  $\pm 18$  FEET BEHIND THE CURB LINE (BACK OF CURB). 1989 SIGN BENT BY WIND STORM (EARLY '90's):  $\pm 25$  S.F. FACE REPAIRED TO  $\pm 27.66$  S.F.
- SIGNAGE DOES NOT VIOLATE KEY INTENT COUNTY CODE WHICH IS TO BAR NEW SIGNS.
- APPLICANT TOOK POSSESSION AT PURCHASE (1989).

Variance(s) Requested	
Section	541. SIGN REGULATION
Description	

1. Are there special conditions or circumstances applying to the property involved that do not generally apply to other properties in the same zoning district.

A LAWFULL PRE-LAW SIGN OCCUPANCY HAS EXISTED ON LOT 11, AND CONTINUOUSLY TO DATE.

TAB 15

2. That a literal interpretation of the requirements of this Zoning Resolution would deprive the applicant of rights commonly enjoyed by other properties in the same Zoning District under the terms of the Zoning Resolution.

ALL LOT OWNERS POSSESSED WITH PRE-LAW LAWFULL USE ARE EQUALLY PROTECTED, BY STATUTE. ABRIDGMENT WOULD BE SINGULAR AND CONFISTATORY.

3. That the special conditions and circumstances, listed under question #1, do not result from any actions of the applicant.

APPLICANT HAS ACTED TO PROTECT ITS SIGNAGE BY MAINTING SAME INSITU; SAME AS AT PURCHASE.

4. That approving the variance requested will not grant the applicant any special privilege that is denied by this Zoning Resolution to other lands or structures in the same Zoning District.

ALL LANDS POSSESSED WITH VIABLE "GRANDFATHERED" USE/RIGHTS; POSSESS SIMILAR RIGHTS, WHEATHER APPLICANT ELECTS TO HAVE RECOGNIZED--OR NOT!

5. Would granting the variance adversely affect the health or safety of persons residing or working in the vicinity of the proposed development, be materially detrimental to the public welfare, or injurious to private property or public improvements in the vicinity?

FIVE (5) ABUTTERS ATTEST ACCEPTANCE. (TAB 3)  
THREE (3) AREA RESIDENTS (TRUSTEES) SUPPORT. (TAB 8)  
TOWNSHIP RESOLUTION 17-356 SUPPORTS. (TAB 8)

6. Can there be any beneficial use of the property without the variance?

SIGNAGE, ALIKE AT LOT 11, IS SUPPORTIVE OF SAFETY TO THE MOTORING PUBLIC; VERSUS "BRAKING VEHICLES" SEARCHING THEIR WAY TO A LOCATION IN TRAFFIC. NO VARIANCE PUTS MOTORISTS AND PROPERTY AT RISK.

7. How substantial is the variance? (i.e. 10 feet vs. 100 feet - Required frontage vs. proposed)

THE VARIANCE FORMALIZES SIGNAGE DATED TO 1950.

8. Would the essential character of the neighborhood be substantially altered or would the adjoining properties suffer substantial harm as a result of the variance?

SEE ITEM 5. ABOVE

9. How would the variance adversely affect the delivery of governmental services? (e.g., water, sewer, garbage, fire, police - Verification from local authorities - i.e. fire might be required)

SIGNAGE AT LOT 11 IS A LONG STANDING AREA FIXTURE.  
- NO EFFECT -

10. Did the applicant purchase the property with knowledge of the zoning restrictions?

THE SIGN WAS IN PLACE AT PURCHASE (1989).

11. Could the applicant's predicament feasibly be obtained through some method other than a variance?

THE SIGN IS AN AREA FIXTURE. THE VARIANCE ACTS TO FORMALIZE COMPLIANCE.

12. Would the spirit and intent behind the zoning requirement be observed and would substantial justice be done by granting the variance?

THE PHYSICAL SIGNAGE IS OF LONG DURATION. VARIANCE RECOGNITION MONUMENTS THE LIMITS OF THAT USE.

FOR VARIANCES  
SECTIONS  
302.041 AND 512.02(2) AND 541.

Case #  
VA-3900

Affidavit FOR EACH AND ALL HERETO BEFORE VARIANCES

I hereby certify that the facts, statements, and information presented within this application form are true and correct to the best of my knowledge and belief. I hereby understand and certify that any misrepresentation or omissions of any information required in this application form may result in my application being delayed or not approved by the County. I hereby certify that I have read and fully understand all the information required in this application form.

Applicant \_\_\_\_\_

Date \_\_\_\_\_

*Amy Horn*

*2-23-18*

Property Owner (Signature must be notarized) \_\_\_\_\_

Date \_\_\_\_\_

*Teresa Horn*

*2-23-18*

Property Owner (Signature must be notarized) \_\_\_\_\_

Date \_\_\_\_\_

\*Agent must provide documentation that they are legally representing the property owner.

\*\*Approval does not invalidate any restrictions and/or covenants that are on the property.

**JURAT WITH AFFIANT STATEMENT**

State of Ohio }  
County of Franklin } ss.

- See Attached Document (Notary to cross out lines 1-7 below)
- See Statement Below (Lines 1-7 to be completed only by document signer[s], not Notary)

1  
2  
3  
4  
5  
6  
7

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

Subscribed and sworn to (or affirmed) before me  
this 23rd day of February, 2018, by  
Date Month Year

Gary W Horn

Name of Signer No. 1

Teresa L Horn

Name of Signer No. 2 (if any)

Elizabeth M Dean

Signature of Notary Public

Exp. July 1st 2020

Any Other Required Information  
(Residence, Expiration Date, etc.)



Place Notary Seal/Stamp Above

**OPTIONAL**

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Administrative Appeal Affidavit Page #4

Document Date: 2-23-18 Number of Pages: 1

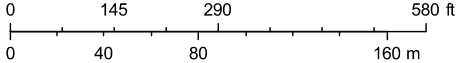
Signer(s) Other Than Named Above: N/A

# AP-3899 and VA-3900



March 20, 2018

1:2,135



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community Columbus GIS



**Commissioners**  
 Marilyn Brown, President  
 Paula Brooks  
 John O'Grady

**Economic Development & Planning Department**  
 James Schimmer, Director

# Application for Zoning Variance

Revised January 1, 2009

RECEIVED

MAR 21 2018

Franklin County Planning Department  
 Franklin County, Ohio



Property Information	
Site Address 6120 Graessle Rd London Ohio 43140	
Parcel ID(s) 230-00003	Zoning Rural
Township Pleasant	Acreage 1.606
Water Supply <input type="checkbox"/> Public (Central) <input checked="" type="checkbox"/> Private (Onsite)	Wastewater Treatment <input type="checkbox"/> Public (Central) <input checked="" type="checkbox"/> Private (Onsite)

Applicant Information	
Name/Company Name Steve Roth	
Address 6120 Graessle Rd London OH 43140	
Phone # 614-588-3160	Fax #
Email Steven.Roth@Sbcglobal.net	

Property Owner Information	
Name/Company Name Steve Roth	
Address 6120 Graessle Rd London Ohio 43140	
Phone # 614-588-3160	Fax #
Email Steven.Roth@Sbcglobal.net	

Agent Information (if applicable)	
Name/Company Name	
Address	
Phone #	Fax #
Email	

Staff Use Only
Case # VA-3901
Date filed: 3/21/18
Fee paid NA - See case # VA-3890
Receipt # NA
Received by: BMP
Hearing date: 4/16/18
Zoning Compliance: RZ-18-008

Document Submission
The following documents must accompany this application:
<input checked="" type="checkbox"/> Completed application
<input checked="" type="checkbox"/> Fee Payment (Checks only)
<input checked="" type="checkbox"/> Auditor's map (8 1/2" x 11")
<input checked="" type="checkbox"/> Site Map (max 11" x 17")
<input checked="" type="checkbox"/> Covenants and deed
<input checked="" type="checkbox"/> Notarized signatures
<input checked="" type="checkbox"/> Proof of water & waste water supply
Please see the Application Instructions for complete details

Variance(s) Requested	
Section	S12-012
Description	need 60 more square feet than permitted.
Section	S12-012(a)
Description	Requesting to locate Building 6' Past Front of Property.
Section	
Description	

**Describe the project**

Added A Pole Building to Side of Property  
 It is A 30' By 50' Building 1500 Sq Ft. and 60 Sq Ft  
 And Extends 6' Past The Front of Residence.  
 (Road Frontage only Required 30' But Building is 93')

**NOTE: To receive a variance, you must meet all the variance requirements** in Section 810.04 of the Franklin County Zoning Resolution. Your answers to the following questions will help the Board of Zoning Appeals determine whether you meet the requirements for a variance. If you don't answer the questions, we will consider your application incomplete.

- Are there special conditions or circumstances applying to the property involved that do not generally apply to other properties in the same zoning district.

~~NO~~ NO So that the trucks I have are not  
 parked in yard and drive and are in a secure Building and not  
 damaged by weather or other need the size to fit everything in there.  
 Location is there is trees in the rear that would need cut down.

- That a literal interpretation of the requirements of this Zoning Resolution would deprive the applicant of rights commonly enjoyed by other properties in the same Zoning District under the terms of the Zoning Resolution.

others have larger barns that can accommodate  
there Annex Property so it's not in yard or damaged  
by weather or other.

- That the special conditions and circumstances, listed under question #1, do not result from any actions of the applicant.

NO

No trees will be cut down when the location is noted.



4. That approving the variance requested will not grant the applicant any special privilege that is denied by this Zoning Resolution to other lands or structures in the same Zoning District.

True

5. Would granting the variance adversely affect the health or safety of persons residing or working in the vicinity of the proposed development, be materially detrimental to the public welfare, or injurious to private property or public improvements in the vicinity?

NO

6. Can there be any beneficial use of the property without the variance?

Other Than A Place To Plant A Tree, I don't see Any

7. How substantial is the variance? (i.e. 10 feet vs. 100 feet - Required frontage vs. proposed)

As noted - The Building extends 6' But Has 93' of Frontage.

8. Would the essential character of the neighborhood be substantially altered or would the adjoining properties suffer substantial harm as a result of the variance?

NO. IN FACT IT IS AN IMPROVEMENT.

9. How would the variance adversely affect the delivery of governmental services?

(e.g., water, sewer, garbage, fire, police - Verification from local authorities - i.e. fire might be required)

None.

10. Did the applicant purchase the property with knowledge of the zoning restrictions?

NO

11. Could the applicant's predicament feasibly be obtained through some method other than a variance?

yes. But Not Feasible.

12. Would the spirit and intent behind the zoning requirement be observed and would substantial justice be done by granting the variance?

yes. IT WOULD BE A GREAT IMPROVEMENT TO THE AREA AND MY LIFE.

**Affidavit**

I hereby certify that the facts, statements, and information presented within this application form are true and correct to the best of my knowledge and belief. I hereby understand and certify that any misrepresentation or omissions of any information required in this application form may result in my application being delayed or not approved by the County. I hereby certify that I have read and fully understand all the information required in this application form.

Steven Roth  
Applicant

2-14-2018  
Date

[Signature]  
Property Owner (Signature must be notarized)

2-14-18  
Date

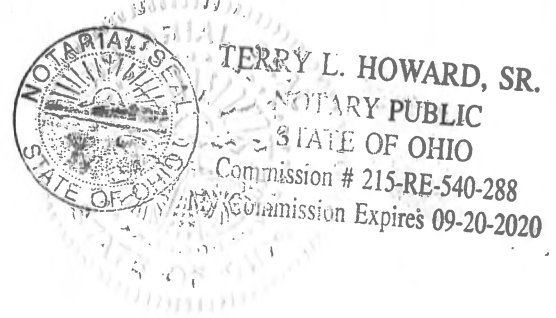
[Signature]  
Property Owner (Signature must be notarized)

2-14-18  
Date

\*Agent must provide documentation that they are legally representing the property owner.

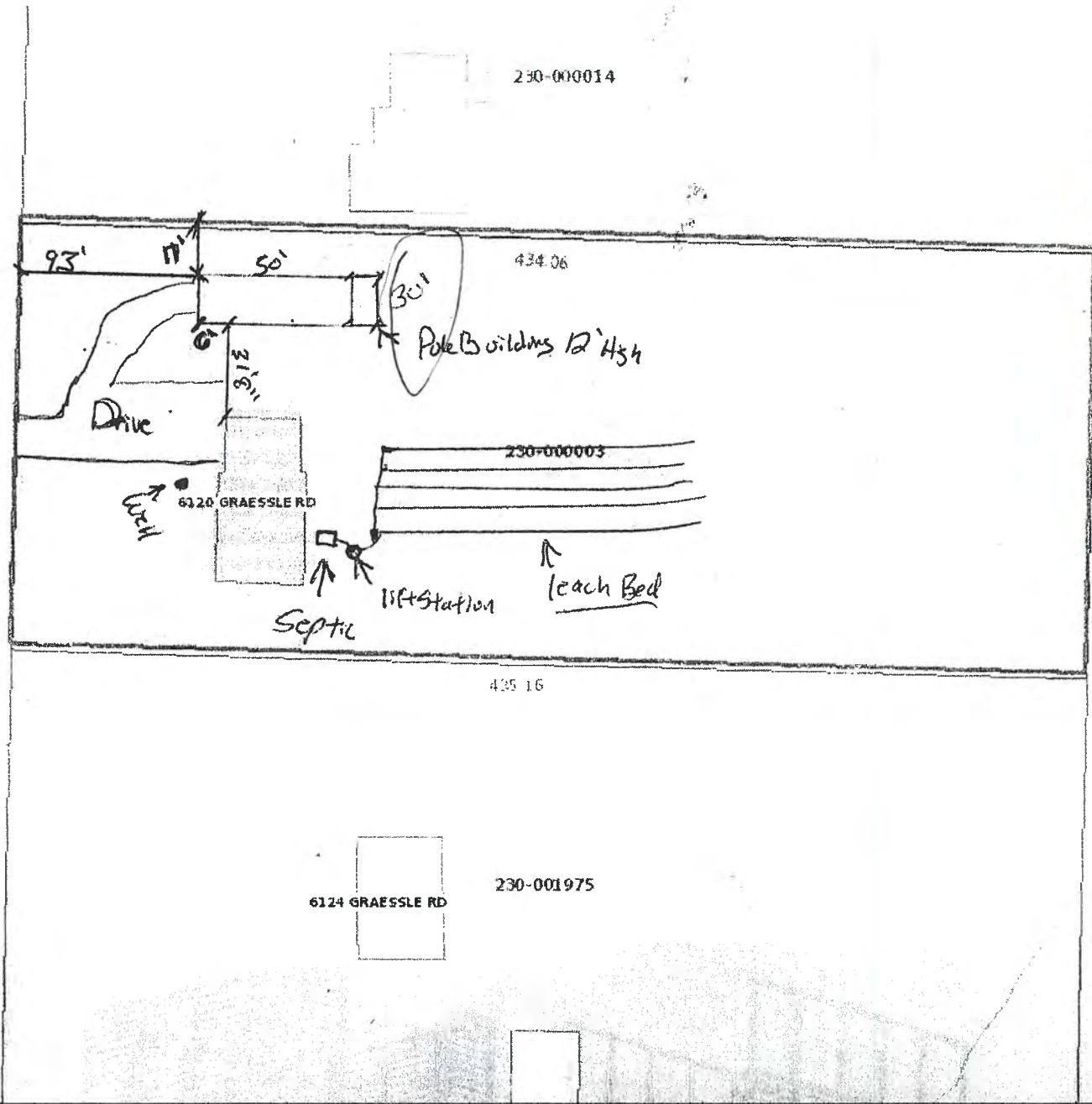
\*\*Approval does not invalidate any restrictions and/or covenants that are on the property.

County/City of \_\_\_\_\_  
Commonwealth/State of \_\_\_\_\_  
The foregoing instrument was subscribed and  
sworn before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_ (name of person making acknowledgment)  
Notary Public \_\_\_\_\_  
My Commission Expires \_\_\_\_\_



County/City of Cols  
Commonwealth/State of Oh  
The foregoing instrument was subscribed and  
sworn before me this 14 day of FEB 18  
by Steven Roth Leslie Roth  
(name of person making acknowledgment)  
[Signature]  
Notary Public  
My Commission Expires \_\_\_\_\_

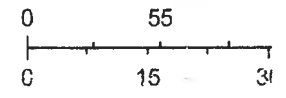
GRAESSLE RD  
196-01  
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196-01  
GRAESSLE RD  
196-01



**RECEIVED**  
**FEB 15 2018**  
Franklin County Planning Department  
Franklin County, OH

VA-3898

230-0002



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