



Technical Review Committee Agenda

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

August 27, 2019
1:30 p.m.

1. New Business

A. Planning Commission

i. 672-PP-E-2 – Brad Fisher

Owner:	Rockford Homes - William McCoy Jr.
Applicant:	Rockford Homes
Engineer:	EMH&T – Jeff Strung
Subdivision:	Morrison Farms East
Township:	Jefferson Township
Site:	5284 Taylor Road (PID #170-000007), 3134 Waggoner Rd (171-000587)
Acreage:	46.700-acres
Utilities:	Public water and sewer
Request:	Requesting a 2-year extension to the Morrison Farms East Preliminary Plan.

ii. JEFF-19-03 – Brad Fisher

Owner/Applicant:	Daffney Geyer
Township:	Jefferson Township
Site:	7372 E. Broad St. (PID #170-001007)
Acreage:	0.410-acres
Request:	Requesting to rezone from the Restricted Suburban Residential district (RSR) to the Suburban Office (SO) district.

iii. JEFF-19-04 – Brad Fisher

Owner:	Rhea Kaplan
Applicant:	Grand Communities, LLC.
Township:	Jefferson Township
Site:	McOwen Rd. (PID #170-000054), Waggoner Rd. (170-000008)
Acreage:	102.200-acres
Utilities:	Public water and sewer
Request:	Requesting to rezone from the Countryside Residential (CSR) district to the Planned Suburban Residential (PSR) district.

B. Board of Zoning Appeals

i. CU-3947 – Brad Fisher

Owner:	Can Necmettin
Applicant:	Fun Time Pool & Spa, Inc. – Allen Smith
Township:	Norwich Township
Site:	3806 Riverview Drive (PID #200-000236)
Acreage:	0.670-acres
Utilities:	Private water and wastewater
Zoning:	Rural District
Request:	Requesting a Conditional Use from Section 610.06(2) of the Franklin County Zoning Resolution to allow the construction of a swimming pool in the floodplain in an area zoned Rural.

ii. VA-3948 – Brad Fisher

Owner/Applicant:	Mark & Cynthia Maier
Township:	Pleasant Township
Site:	3451 Rolling Hills Lane (PID #230-000717)
Acreage:	0.460-acres
Utilities:	Private water and wastewater
Zoning:	Limited Suburban Residential District (R-2)
Request:	Requesting a Variance from Section 650.162(c) to allow the construction of a fence in the Big Darby Watershed Riparian Setback in an area zoned Limited Suburban Residential (R-2).

iii. CU-3949 – Brad Fisher

Owner/Applicant:	Lawrence Keck
Township:	Madison Township
Site:	3926 Wade Road (PID #180-002753)
Acreage:	0.260-acres
Utilities:	Public water and sewer
Zoning:	Restricted Urban Residential District (R-8)
Request:	Requesting a Conditional Use from Section 610.06(2) of the Franklin County Zoning Resolution to allow the construction of an accessory building in the floodplain in an area zoned Restricted Urban Residential (R-8).

iv. VA-3950 – Brad Fisher

Owner/Applicant:	George Smith
Agent:	Jackson B. Reynolds
Township:	Franklin Township
Site:	1929-1959 Harmon Avenue (PID #140-007411)
Acreage:	10.600-acres
Zoning:	Limited Industrial District (LI)
Request:	Requesting a Variance from Sections 344.041(b(1)), 501.012, 504.012, 504.024(b), 521.012(1) and 531.011(2) of the Franklin County Zoning Resolution to allow the site to not meet the required minimum for screening opacity, fence height, parking setback, building setback, screening, and allow for parking on a gravel surface in an area zoned Limited Industrial (LI).

v. VA-3951 – Brad Fisher

Owner:	Jordan Johnston
Applicant:	Chris Bartmess
Township:	Pleasant Township
Site:	8336 Harrisburg London Road (PID #230-001838)
Acreage:	5.550-acres
Utilities:	Private water and wastewater
Zoning:	Rural District
Request:	Requesting a Variance from Section 512.02(a) of the Franklin County Zoning Resolution to allow the construction of an accessory building that would not meet the minimum setback requirement in an area zoned Rural.

2. Adjournment of Meeting to September 24, 2019.



August 15, 2019

Mr. Mathew Brown, AICP
Planning Administrator
Franklin County Economic Development & Planning Department
150 South Front Street
Columbus, Ohio 43215

Subject: Morrison Farms East
Subdivision case 672-PP

Dear Mr. Brown,

On behalf of our client, Rockford Homes, we are respectfully requesting the extension of the approved preliminary plan for Morrison Farms East. The preliminary plan was approved on December 13, 2017 and will expire on December 13, 2019.

Morrison Farms East is a multiple phased development and therefore we are requesting a two year extension of the preliminary plan to December 13, 2021. Section Four of the development is under construction and it will be finished this fall.

Please feel free to give me a call if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey Adam Strung', is written over a large, light-colored scribble or watermark.

Jeffrey Adam Strung, PLA, ASLA
Vice President

JEFFERSON TOWNSHIP
ZONING COMMISSION



TEL: (614) 855-4265

www.jeffersontownship.org

Email: cjccroskey@jeffersontownship.org

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Franklin County Planning Department
Franklin County, OH

JEFF-19-03

APPLICATION FOR ZONING CHANGE

Case Number: RZ19-000002 Date: August 7, 2019

Applicant: Daffney Geyer Property Owner: same

Street Address: 211 Sandrala Drive Street Address: same

City: Reynoldsburg State: OH Zip: 43068 City: same State: Zip:

Phone Number: (614) 425-3070 Phone Number: ()

E-Mail Address: daffney.geyer@allstate.com E-Mail Address:

In accordance with the provisions of Article IX, Section 920 of the Jefferson Township Zoning Resolution,

I hereby apply to the Zoning Commission and the Township Trustees for a rezoning from the

RSR Zoning District to the SO Zoning District for property located at:

Street Address: 7372 East Broad Street Parcel #: 170-001007

Acreage to be rezoned: .41 +-

--- Please type or print information ---

--- Please answer the following questions thoroughly and completely ---

--- If additional space is needed, attach extra sheets ---

1. The proposed use of the property is: Insurance Office

2. The property is currently being used for: Residential

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CCM
AUG 7 2019
JEFFERSON TWP. ZONING

3. The legal description of the property for which the rezoning is requested:

4. The property is outlined on the attached Franklin County Auditor map.
Type of Official Map

5. Statement of the relation of the proposed zoning change to the general health, safety and welfare in terms of need or appropriateness within the area, by reason of changed or changing conditions; and the relation to changing conditions and the relation to appropriate plans of the area. Also approval by the controlling health agency and where applicable the Franklin County Engineer:

Proposed change to SO as the home is in a transitional area on East Broad Street and there is a business on both sides of the parcel that we are looking to re-zone. Majority of the surrounding area is also business use

6. Attachments and additional information required:

- A. Complete and sign application *(done online)*
- B. One (1) copies of the legal description of the property. Current property survey to include acreage, and all bearings and distances, referencing an establishing beginning point.
- C. One (1) list of property owners within two hundred and fifty (250) feet of subject property, the address of the property and the mailing address of the property owners. This list must be obtained from the Franklin County Auditors Office located at 373 South High Street, Columbus, Ohio 43215 on the 19th floor.
- D. One (1) set of mailing labels for property owners within two hundred and fifty (250) feet of subject property.
- E. One (1) A-size map showing properties within two hundred and fifty (250) feet of subject property. This map must be obtained from the Franklin County Auditors Office located at 373 South High Street, Columbus, Ohio 43215 on the 19th floor.
- F. A recent photograph of the property to be rezoned must accompany the application.
- G. All information that pertains to sanitary services and water supply must be provided. This includes the location of any on-lot septic system(s) and/or well(s). If services are to be provided by a private or public entity, a letter must be provided verifying that the services exists *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 the appropriate agency) must be provided.
- H. Any other information that may be deemed reasonably necessary by the Jefferson Township Zoning Department.
- I. Application filing fee payable to Jefferson Township. *(Fee \$500 + \$25 per acre/Residential; \$1,000 + \$50 per acre/Planned District, Commercial or Industrial)*

Fee to request a modification to an Approved Development Plan

\$500 + 50 Notice

If request is to rezone to a Planned District, please refer to the Jefferson Township Zoning Resolution for additional development plan submission requirements. Eight (8) copies of all required information must be submitted with this application.

7. Statement of Understanding:

I, *online* (applicant / owner / agent) understand that this application must be filed with all pertinent information, as required by the Jefferson Township Zoning Resolution and any other information by Jefferson Township Zoning Department. I understand that my application will not be filed until all information has been received and that the Jefferson Township Zoning Department reserves the right to delay any request until such information has been received. I have been informed of my right to meet with staff prior to the submission of my application and have

either met with staff, through a scheduled appointment, or have waived my right to do so.

Applicant / Agent Signature: Online *Date:* _____

8. Certification:

Before completing this application and executing the following certification, it is recommended that the application be discussed with the Staff of the Jefferson Township Zoning Department.

APPLICANT'S CERTIFICATION

I / WE _____ certify that I am / We are the owner(s) of land included in the application and that the foregoing statement herein contained and attached, and information or attached exhibits thoroughly to the best of my / our ability present the arguments in behalf of the application herewith submitted and that the statements and attached exhibits above referred to are in all respects true and correct to the best of my / our knowledge and belief.

Signature of Property Owner: _____ *Please Print:* _____

Mailing Address: _____

City, State, and Zip: Online _____

Phone Number: () _____ *Cell #:* () _____

E-Mail Address: _____

Signature of Applicant: _____ *Please Print:* _____

(If different than property owner)

Mailing Address: _____

City, State, and Zip: _____

Phone Number: () Online _____ *Cell #:* () _____

E-Mail Address: _____

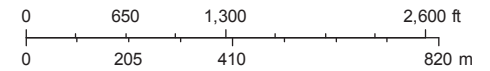
JEFF-19-03



August 21, 2019

- Parcel IDs
- Pavement
- Street Network
- Waterbodies
- Tax Parcel
- ImageryExtent2017

1:9,973



Franklin County Auditor
 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), (c) OpenStreetMap contributors, and the GIS User Community

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- Appendix F: Sample Deed Restrictions
- Appendix G: Utility Availability Letter
- Appendix H: Evidence of Control Letter
- Appendix I: Adjacent Owners & Addresses



1.0 DEVELOPMENT PLAN TEXT

Applicant: Grand Communities LLC
3940 Olympic Blvd., Suite 400
Erlanger, KY 41018

Owner: Jonathan Kaplan
2319 Echo Hills Cir. NE.
Atlanta, GA. 30345

Engineer/ Surveyor: Civil & Environmental Consultants, Inc.
250 Old Wilson Bridge Road, Suite 250
Worthington, OH 43085

Property Address: McOwen Road & Waggoner Road, Blacklick, Ohio 43004

Property Acreage: 102.22 Acres

Tax Parcel Number: 170-000054-00 & 170-000008-00

1.1 PROJECT NARRATIVE

The project site consists of approximately 102.22 acres located at the southeast corner of Waggoner Road and McOwen Road. It is currently zoned Countryside Residential District (CSR).

Currently located around the proposed development to the:

- North of the property is one single family home, and undeveloped woodlands and open field;
- South of the property is Paddock Reserve Subdivision;
- East of the property is developed single family, large lots;
- West of the property is developed single family, large lots.

The applicant is requesting to rezone the property to Planned Suburban Residential District (PSR). The proposed development will consist of 99 detached single family homes. Lots will be eighty-five feet in width at the building line.

Site Acreage: 102.22 Acres
Number of Lots: 99
Open Space/ Percentage: 60.86 acres/ 60%
Right of Way: 9.47 Acres
Gross Density: 0.97 Lots per Acre
Net Density: 1.07 Lots per Acre

To the greatest extent possible, the developer intends to preserve 30.50 acres of the existing young woodlands located on the project site. All wetlands and streams located on site will be placed within a reserve area/ open space.

1.2 UTILITIES

All utilities shall be underground except for telephone and cable pedestals and electric transformers.

1.2.1 Waterline

There is an existing 12” waterline located on the east side of Waggoner Road available for connection.

1.2.2 Sanitary

Existing 18” sanitary sewer is being constructed on the east side of Waggoner Road, and will be available for connection by the time development activities commence.

1.2.3 Drainage

Existing drainage flows northeast to southwest. Two retention ponds are being proposed one at the southeast corner and another at the southwest corner of the project site.

1.3 DIVERGENCE REQUEST

A divergence is being requested from the required 250-foot building setback for new subdivisions along Waggoner Road, as required per the Jefferson Township Scenic Byways Corridor Management Plan.

The 180’ setback matches the Paddock Reserve Subdivision immediately adjacent to the south. The existing tree line along Waggoner Road is to be preserved and landscaping is proposed at the entrance of the development to preserve the scenic byway streetscape.

2.0 APPLICATION FOR ZONING CHANGE

**JEFFERSON TOWNSHIP
ZONING COMMISSION**

RECEIVED
AUG 20 2019
Franklin County Planning Department
Franklin County, OH



TEL: (614) 855-4265
www.jeffersontownship.org
Email: cmccroskey@jeffersontownship.org

JEFF-19-04

APPLICATION FOR ZONING CHANGE

Case Number: R219-000003 Date: 8/15/2019

Applicant: Grand Communities LLC Property Owner: Jonathan, Linda, + Marcie Kaplan

Street Address: 3940 Olympic Blvd. suite 400 Street Address: 2319 Echo Hills

City: Erlanger State: KY Zip: 41018 City: Atlanta State: GA Zip: 30345

Phone Number: (859)341-4709 Phone Number: (404)634-7760

E-Mail Address: hlaffin@fischerhomes.com E-Mail Address: jonkaplan7@gmail.com

In accordance with the provisions of Article IX, Section 920 of the Jefferson Township Zoning Resolution, I hereby apply to the Zoning Commission and the Township Trustees for a rezoning from the Countryside Residential District (CSR) to the Planned Suburban District (PSR) for property located at:

Street Address: McOwen Road Parcel #: 170-000054-00

Acreage to be rezoned: 52.62

Street Address: Waggoner Road Parcel #: 170-000008-00

Acreage to be rezoned: 49.60

--- Please type or print information ---
--- Please answer the following questions thoroughly and completely ---
--- If additional space is needed, attach extra sheets ---

1. The proposed use of the property is:

The proposed use of the property is Low Density Residential, consistent with the Jefferson Township Comprehensive Plan. Ninety-nine (99) single family homesites

2. The property is currently being used for:

Agricultural/ farming

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Aug 15 2019
cm
JEFFERSON TWP. ZONING

3. The legal description of the property for which the rezoning is requested:

See attached

4. The property is outlined on the attached _____ Auditor's _____ map.
Type of Official Map

5. Statement of the relation of the proposed zoning change to the general health, safety and welfare in terms of need or appropriateness within the area, by reason of changed or changing conditions; and the relation to changing conditions and the relation to appropriate plans of the area. Also approval by the controlling health agency and where applicable the Franklin County Engineer:

The proposed Saddlecrest PSR is a ninety-nine (99) homesite, single-family residential community on approximately 102 acres of land. The density will be approximately 0.96 units/acre. This density is consistent with the density guidelines noted in the Jefferson Township Comprehensive Plan. The homesites within the community will have a minimum lot width of eighty-five feet (85'), measured from the building setback line. The development will fit in with existing residential communities, specifically, Paddock Reserve, located directly south of the site. In many ways, Saddlecrest will mimic Paddock Reserve in character and content.

The site will preserve many natural features currently found on the site, including woodlands, streams and wetlands. The open space on the site will exceed the minimum requirement of forty percent (40%) open space, and every wetland and stream throughout the subdivision will be preserved through careful planning considerations.

6. Attachments and additional information required:

- A. Complete and sign application
- B. One (1) copies of the legal description of the property. Current property survey to include acreage, and all bearings and distances, referencing an establishing beginning point.
- C. One (1) list of property owners within two hundred and fifty (250) feet of subject property, the address of the property and the mailing address of the property owners. This list must be obtained from the Franklin County Auditors Office located at 373 South High Street, Columbus, Ohio 43215 on the 19th floor.
- D. One (1) set of mailing labels for property owners within two hundred and fifty (250) feet of subject property.
- E. One (1) A-size map showing properties within two hundred and fifty (250) feet of subject property. This map must be obtained from the Franklin County Auditors Office located at 373 South High Street, Columbus, Ohio 43215 on the 19th floor.
- F. A recent photograph of the property to be rezoned must accompany the application.

- G. All information that pertains to sanitary services and water supply must be provided. This includes the location of any on-lot septic system(s) and/or well(s). If services are to be provided by a private or public entity, a letter must be provided verifying that the services exists *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 the appropriate agency) must be provided.
- H. Any other information that may be deemed reasonably necessary by the Jefferson Township Zoning Department.
- I. Application filing fee payable to Jefferson Township. (*Fee \$500 + \$25 per acre/Residential; \$1,000 + \$50 per acre/Planned District, Commercial or Industrial*)

Fee to request a modification to an Approved Development Plan \$500 + 50 Notice

If request is to rezone to a Planned District, please refer to the Jefferson Township Zoning Resolution for additional development plan submission requirements. Eight (8) copies of all required information must be submitted with this application.

7. Statement of Understanding:

I, Hillary Laffin (applicant / owner / agent) understand that this application must be filed with all pertinent information, as required by the Jefferson Township Zoning Resolution and any other information by Jefferson Township Zoning Department. I understand that my application will not be filed until all information has been received and that the Jefferson Township Zoning Department reserves the right to delay any request until such information has been received. I have been informed of my right to meet with staff prior to the submission of my application and have either met with staff, through a scheduled appointment, or have waived my right to do so.

Applicant / Agent Signature:

Hillary Laffin

Date:

8/9/2019

8. Certification:

Before completing this application and executing the following certification, it is recommended that the application be discussed with the Staff of the Jefferson Township Zoning Department.

APPLICANT'S CERTIFICATION

I / WE Jonathan E. and Linda M. Kaplan certify that I am / We are the owner(s) of land included in the application and that the foregoing statement herein contained and attached, and information or attached exhibits thoroughly to the best of my / our ability present the arguments in behalf of the application herewith submitted and that the statements and attached exhibits above referred to are in all respects true and correct to the best of my / our knowledge and belief.

Signature of Property Owner: Jonathan E. Kaplan Please Print: Jonathan E. Kaplan
Mailing Address: 2319 Echo Hills Cir NE
City, State, and Zip: Atlanta GA 30345
Phone Number: (404) 634-7760 Cell #: (404) 338-0631
E-Mail Address: jenkaplan7@gmail.com

Signature of Property Owner: Linda M. Kaplan Please Print: LINDA M KAPLAN
Mailing Address: 2319 Echo Hills Circle NE
City, State, and Zip: ATLANTA GA 30345
Phone Number: (404) 634-7760 Cell #: (404) 402-5286
E-Mail Address: rubes0628jl@aol.com

Signature of Property Owner: Marcie E Kaplan Please Print: MARCIE E KAPLAN
Mailing Address: 61 Kensington Pk.
City, State, and Zip: Arlington, MA 02476
Phone Number: (781) 648-5940 Cell #: (617) 417-7770
E-Mail Address: mkpsyd@verizon.net

Signature of Applicant: *Hillary Laffin*

Please Print: HILLARY LAFFIN

(If different than property owner)

Mailing Address: 3940 OLYMPIC BLVD. SUITE 400

City, State, and Zip: ERLANGER, KY, 41018

Phone Number: (859) 341-4709

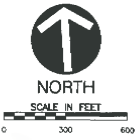
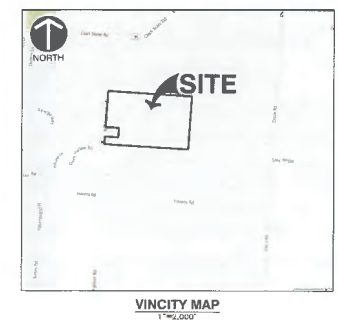
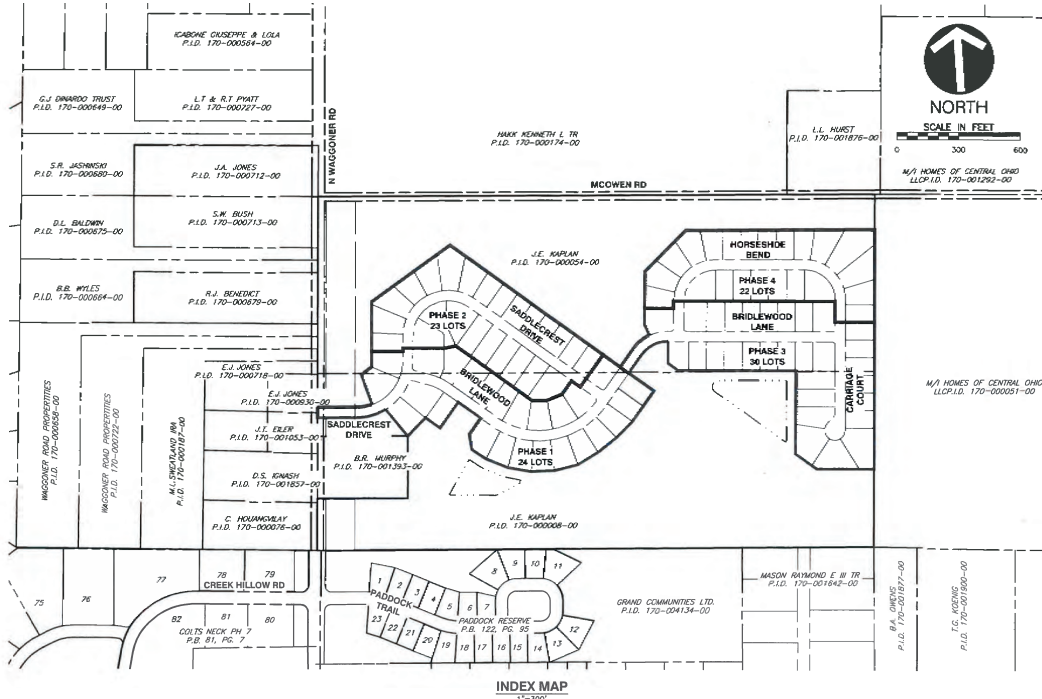
Cell #: (513) 827-0008

E-Mail Address: hlaffin@fischerhomes.com

APPENDIX A

DEVELOPMENT PLAN

**DEVELOPMENT PLAN
FOR
SADDLECREST**
JEFFERSON TOWNSHIP, FRANKLIN COUNTY, OHIO
AUGUST 2019



SITE DATA

SITE ADDRESS =	EAST SIDE OF WAGGONER ROAD, SOUTH OF MOONEN ROAD
SCHOOL DISTRICT =	GAHANNA-JEFFERSON LOCAL SCHOOLS
TOTAL SITE ACREAGE =	102.22 AC.
LOT ACREAGE =	37.78 ACRES
RESERVE ACREAGE =	60.864 ACRES
RIGHT OF WAY ACREAGE =	9.472 ACRES
TOTAL PROPOSED SINGLE FAMILY RESIDENTIAL LOTS =	99 (85'x140' TYP.)
EXISTING WOODS ON SITE =	48.824 ACRES (48%)
EXISTING WOODS PRESERVED WITHIN PROPOSED RESERVE AREAS =	30.508 ACRES (29%)

ZONING

CURRENT ZONE:	COUNTRYSIDE RESIDENTIAL DISTRICT (CSRD)
PROPOSED ZONE:	PLANNED SUBURBAN RESIDENTIAL DISTRICT (PSR)
OPEN SPACE REQUIRED:	40.868 ACRES (40%)
OPEN SPACE PROVIDED:	60.864 ACRES (60%)
GROSS DENSITY:	0.974 LOTS/ACRE (99 LOTS/102.22 AC.)
NET DENSITY:	1.0674 LOTS/ACRE (99 LOTS / (102.22 AC. - 9.47 AC.))
MINIMUM LOT SIZE:	10,000 SQ. FT. (0.23 AC.)
MINIMUM LOT WIDTH	30'
Ø BUILDING SETBACK:	85'
SETBACKS:	
FRONT:	25'
SIDE:	5' MIN / 15' TOTAL
REAR:	20% LOT DEPTH

- NOTES**
- PER FEMA FLOOD INSURANCE RATE MAP NUMBER 39049C0216K AND 39049C0217K, DATED 08/17/08, THE SITE IS ZONED X, OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
 - WETLAND & STREAM DELINEATION COMPLETED BY CEC IN JULY 2019.
 - RESERVE AREAS TO BE OWNED BY JEFFERSON TOWNSHIP AND MAINTAINED BY THE SADDLECREST SUBDIVISION HOME OWNERS ASSOCIATION FOR OPEN SPACE AND STORMWATER FACILITIES.
 - PER THE GROUND WATER POLLUTION POTENTIAL REPORT NO. 40 FOR FRANKLIN COUNTY, THE SITE'S POLLUTION POTENTIAL INDEX RANGS IS 100-119.
 - ROAD TYPICAL PER COUNTY SUBDIVISION STANDARDS.
 - PER FRANKLIN COUNTY SUBDIVISION REGULATIONS 402.01B- LOTS 8, 9, 12, 13, 14, 15, 16, 28, 29, 30, 32, 33, 34, 35, 36, 37, 38, 39, 40, 45, 46, 47, 80, 81, 82, 83, 84, 85, 86, 87, 85, 86, 87, 88, AND 89 HAVE POORLY DRAIN SOILS (PH) LOCATED ON SITE.
 - FOUR BOARD OR FOUR SPLIT RAIL FENCING SHALL BE REQUIRED ALONG ANY RESERVE AREA ABUTTING LOTS IN THE SADDLECREST SUBDIVISION.
 - NO TREES SHALL BE PLANTED WITHIN THE PUBLIC RIGHT OF WAY.
 - CLUSTER MAILBOXES FOR THE DEVELOPMENT ARE TO BE LOCATED WITHIN THE PUBLIC ROW. THEY SHALL BE PLACED THROUGHOUT THE SUBDIVISION WITH NO MORE THAN TWO (2) CLUSTER BOX UNITS GROUPED TOGETHER.
 - A TOTAL OF 99 LOTS ARE ALLOWED WITHIN THIS SUBDIVISION.
 - THE FRONTAGE ALONG WAGGONER ROAD SHALL BE LANDSCAPED USING THE TREE AND VEGETATIVE SPECIES SPECIFIED IN THE JEFFERSON TOWNSHIP SCENIC BYWAY MANAGEMENT PLAN.

- REFERENCES**
- PARCEL LINES FROM SURVEY COMPLETED BY CEC IN JULY 2019.
 - TOPOGRAPHIC INFORMATION SHOWN FROM FRANKLIN COUNTY AUDITORS.
 - SOILS INFORMATION SHOWN FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES CONSERVATION SERVICE WEB SOIL SURVEY.

ENGINEER / SURVEYOR
CEC & ENVIRONMENTAL CONSULTANTS, INC.
250 OLD WILSON BRIDGE ROAD, SUITE 250
WORTHINGTON, OH 43085
CONTACT: BRIAN BURKHART, P.E.
PHONE: 614-315-7172
EMAIL: BBURKHART@CECINC.COM

DEVELOPER
GRAND COMMUNITIES LLC
2940 OLYMPIC BLVD, SUITE 400
EVANSTON, IL 60118
CONTACT: HILARY LAFPIN
PHONE: 855-344-7281
EMAIL: hlafpin@fischerhomes.com

SOIL SURVEY LEGEND

MAP SYMBOL	SOIL NAME
Beu	BENNINGTON SILT LOAM, 0 TO 2 PERCENT SLOPES
BeB	BENNINGTON SILT LOAM, 2 TO 6 PERCENT SLOPES
CentB2	CENTERBURG SILT LOAM, 2 TO 6 PERCENT SLOPES, ERODED
CentC2	CENTERBURG SILT LOAM, 6 TO 12 PERCENT SLOPES, ERODED
Pm	PERMANO SILTY CLAY LOAM, 0 TO 1 PERCENT SLOPES

OWNER
JONATHAN KAPLAN
2319 ECHO HILLS CIR NE
ATLANTA, GA 30345

REVISION RECORD

NO.	DATE	DESCRIPTION

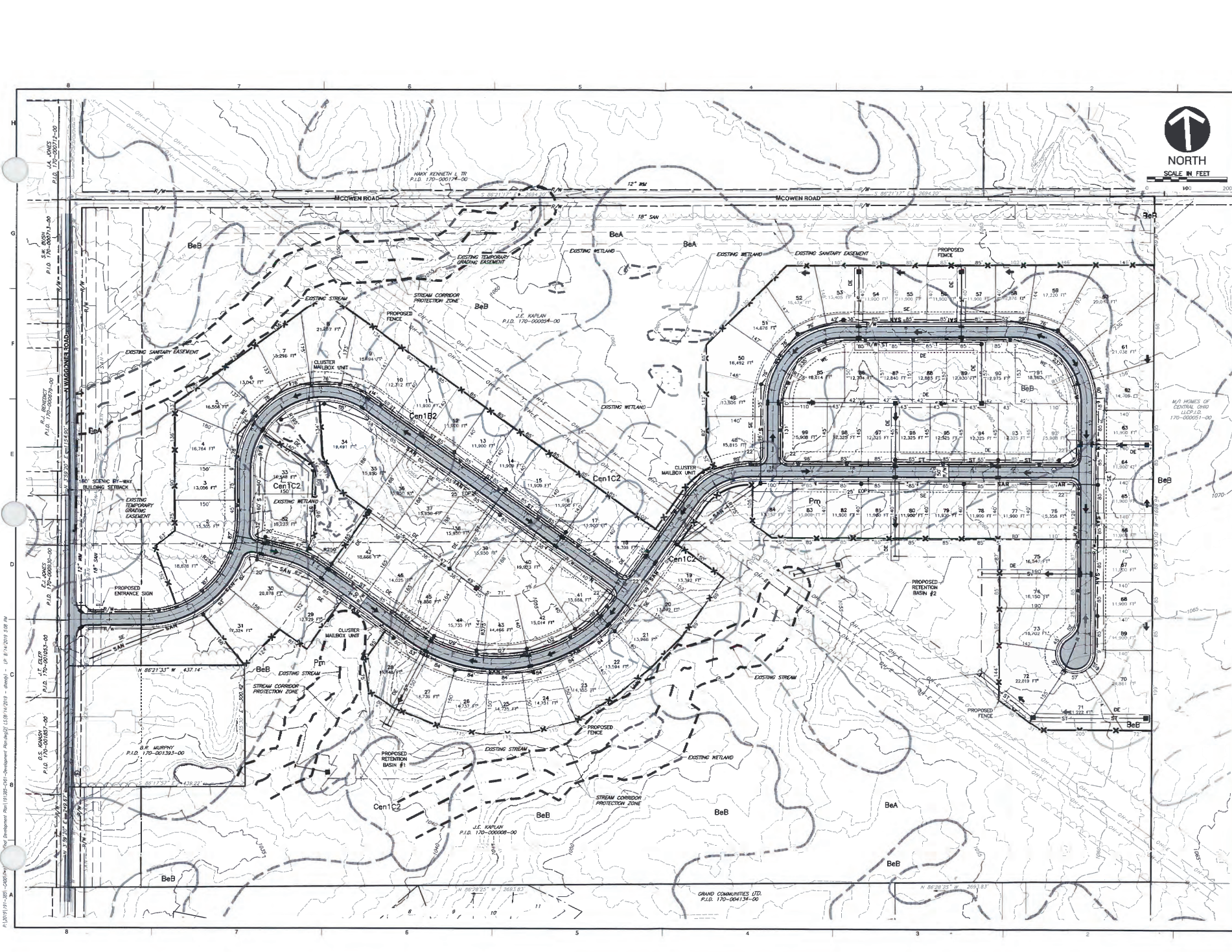
CEC
Civil & Environmental Consultants, Inc.
250 Old Wilson Bridge Road - Suite 250 - Worthington, OH 43085
614-540-8633 - 888-598-6488
www.cecinc.com

**GRAND COMMUNITIES LLC
SADDLECREST
JEFFERSON TOWNSHIP
FRANKLIN COUNTY, OHIO**

DEVELOPMENT PLAN

DATE: AUGUST 2019 (DRAWN BY: JKL)
DATE SCALE: AS NOTED (CHECKED BY: JKL)
DATE: 10/28/2019 (APPROVED BY: JKL)

DRAWING NO: **C000**
SHEET 1 OF 2



REVISION RECORD		
NO.	DATE	DESCRIPTION

GRAND COMMUNITIES LLC
SADDLECREST
JEFFERSON TOWNSHIP
FRANKLIN COUNTY, OHIO

Civil & Environmental Consultants, Inc.
 250 Old Wilson Bridge Road - Suite 250 - Worthington, OH 43085
 614-540-6633 - 688-098-6808
 www.ccec.com

DEVELOPMENT PLAN

DATE: AUGUST 2019 DRAWN BY: DJH
 DATE CHECKED BY: TMM
 SCALE: 1"=100'

DRAWING NO. **C001**

SHEET 2 OF 2

P:\2019\19-001-SADDLECREST\Development Plan\19-001-Development Plan.dwg (11/20/19 - 08:49) - LP: B (11/20/19 5:58 PM)

APPENDIX B
LEGAL DESCRIPTION



Instrument Number: 201605170061630
Recorded Date: 05/17/2016 11:16:50 AM



Terry J. Brown
 Franklin County Recorder
 373 South High Street, 18th Floor
 Columbus, OH 43215
 (614) 525-3930
<http://Recorder.FranklinCountyOhio.gov>
Recorder@FranklinCountyOhio.gov

FranklinCountyRecorderTerryBrown @RecorderBrown

Transaction Number: T20160029999
Document Type: DEED
Document Page Count: 3

Submitted By (Walk-In):
 CARLILE PATCHEN & MURPHY

Walk-In

Return To (Box):
 CARLILE PATCHEN & MURPHY

Box

First Grantor:
 JONATHAN E KAPLAN

First Grantee:
 JONATHAN E KAPLAN

Fees:
 Document Recording Fee: \$28.00
 Additional Pages Fee: \$8.00

Instrument Number: 201605170061630
Recorded Date: 05/17/2016 11:16:50 AM

Total: \$36.00

OFFICIAL RECORDING COVER PAGE

DO NOT DETACH

THIS PAGE IS NOW PART OF THIS RECORDED DOCUMENT

NOTE: If the document data differs from this cover sheet, the document data always supersedes the cover page.
 COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

TRANSFERRED

MAY 17 2016

CLARENCE E. MINGO II
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX EXEMPT	
D	MWD
CLARENCE E. MINGO II FRANKLIN COUNTY AUDITOR	

90005591

SURVIVORSHIP DEED

Jonathan E. Kaplan ("Grantor"), for valuable consideration paid, grants with general warranty covenants to **Jonathan E. Kaplan and Linda M. Kaplan**, husband and wife, for their joint lives, remainder to the survivor of them, whose tax mailing address is 2319 Echo Hills Circle, NE, Atlanta, Georgia 30345, his entire interest in the following real property:

Situated in the State of Ohio, County of Franklin, and in the Township of Jefferson:

Being more particularly bounded and described in Exhibit A attached hereto and incorporated herein by reference.

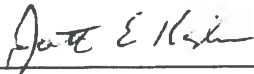
Parcel No.: 170-000054-00 and 170-000008-00
Property Address: McOwen Road & Waggoner Road, Ohio 43004

EXCEPTIONS TO WARRANTY: Covenants, conditions, reservations, restrictions, easements, rights-of-way, setback lines, taxes and assessments of record, if any.

PRIOR INSTRUMENT OF REFERENCE: Instrument No. 201301090004416, Recorder's Office, Franklin County, Ohio.

Linda M. Kaplan, wife of the Grantor, releases all rights of dower herein.

Executed this 7th day of May, 2016.



Jonathan E. Kaplan



Linda M. Kaplan

STATE OF Georgia
COUNTY OF Gwinnett, SS:

BE IT REMEMBERED, that before me, a Notary Public in and for said County and State, personally came the above named Jonathan E. Kaplan and Linda M. Kaplan and acknowledged the signing of this Survivorship Deed to be their voluntary act and deed, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date written above, this 10 day of May, 2016.



Kendra Lynn McLeod
Notary Public

This Instrument Prepared By:
CARLILE PATCHEN & MURPHY LLP
366 East Broad Street
Columbus, Ohio 43215

EXHIBIT A

Situated in the State of Ohio, County of Franklin, and in the Township of Jefferson:

TRACT ONE:

Being the north half of Lot No. 13, Quarter Township one (1), Township one (1), Range sixteen (16), United States Military Land, 50 acres:

Franklin County Auditor's Parcel No.: 170-000054-00

0-38-F
quaf
(170)
000054

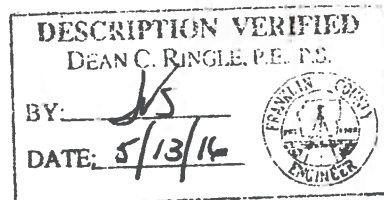
TRACT TWO:

Being the south half of Lot Number 13, Quarter Township 1, Township 1, Range 16, U.S. Military Lands, and being the South half of Lot Number 13, and containing Fifty (50) acres, more or less, and being the same premises conveyed by Frances Atwood to Addie Compton, recorded in Deed Record 1036, page 108, Recorder's Office, Franklin County, Ohio, except the following described three-acre tract out of said fifty acres, described as follows:

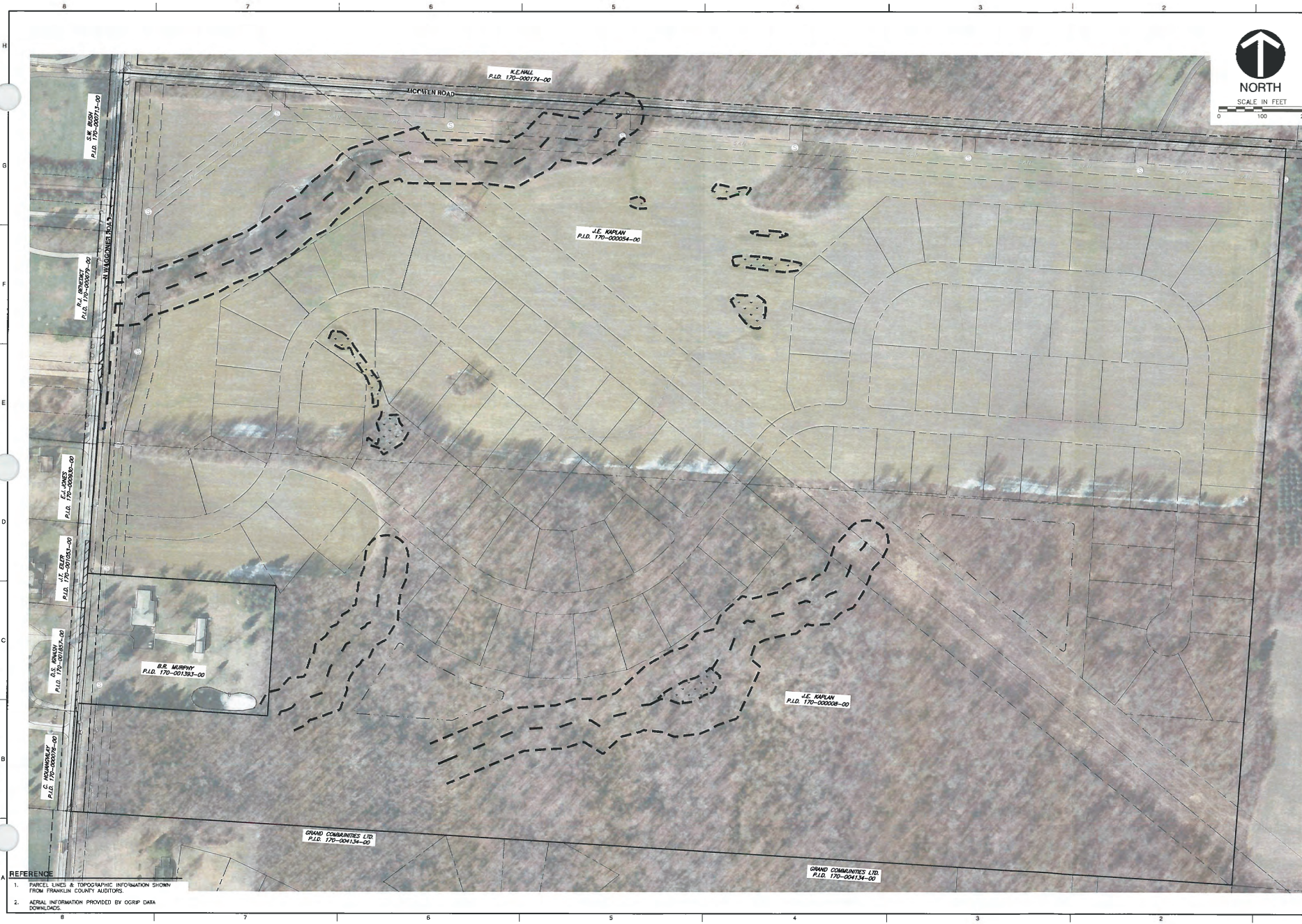
Beginning at an iron pin in Waggoner Road at the southwest corner of Lot 13 or the southwest corner of the ADDIE COMPTON 50 acre tract; thence along the west line of Lot 13, North 4 deg. 30' East, 249.25 feet to an iron pin being the southwest corner of the tract herein intended to be described; continuing along the west line of Lot 13, North 4 deg. 30' East, 300 feet to an iron pin; thence South 85 deg. 30' East, (passing an iron pin at 19 feet), 435.6 feet to an iron pin; thence South 4 deg. 30' West, 300 feet to an iron pin; thence North 85 deg. 30' West, (passing an iron pin at 416.6 feet) 435.6 feet to the place of beginning, containing 3 acres, more or less.

Franklin County Auditor's Parcel No.: 170-000008-00

0-38 F
quaf
(170)
000008



APPENDIX C
AERIAL EXHIBIT



NORTH

SCALE IN FEET

0 100 200

REV. NO.	DATE	DESCRIPTION



Civil & Environmental Consultants, Inc.
 200 Old Wilson Bridge Road • Suite 200 • Worthington, OH 43085
 614-500-6033 • 614-500-8888
www.ceecv.com

**GRAND COMMUNITIES LLC
 SADDLECREST
 JEFFERSON TOWNSHIP
 FRANKLIN COUNTY, OHIO**

AERIAL EXHIBIT

DATE: AUGUST 2019	DRAWN BY: SAA
SCALE: 1" = 100'	CHECKED BY: DJM
APPROVED BY: [Signature]	DATE: 12/30/19

DRAWING NO. **1**

SHEET 1 OF 1

1. PARCEL LINES & TOPOGRAPHIC INFORMATION SHOWN FROM FRANKLIN COUNTY AUDITORS.
 2. AERIAL INFORMATION PROVIDED BY OCRIP DATA DOWNLOADS.

APPENDIX D

SAMPLE ARCHITECTURAL DESIGN CONCEPTS



BAYBERRY

Masterpiece Collection

welcome home.

Approximately 2091 sq ft and U



COASTAL CLASSIC
(WITH OPTIONAL WOOD TRELLIS WING WALL)

designed by *FH*



CAMBRIDGE COTTAGE
(WITH OPTIONAL STONE & BRICK
VENEER & STONE WING WALL)

designed by *FH*



ENGLISH ELEGANCE
(WITH OPTIONAL BRICK WING WALL)

designed by *FH*



FRENCH MANOR
(WITH OPTIONAL STONE VENEER
& STONE WING WALL)

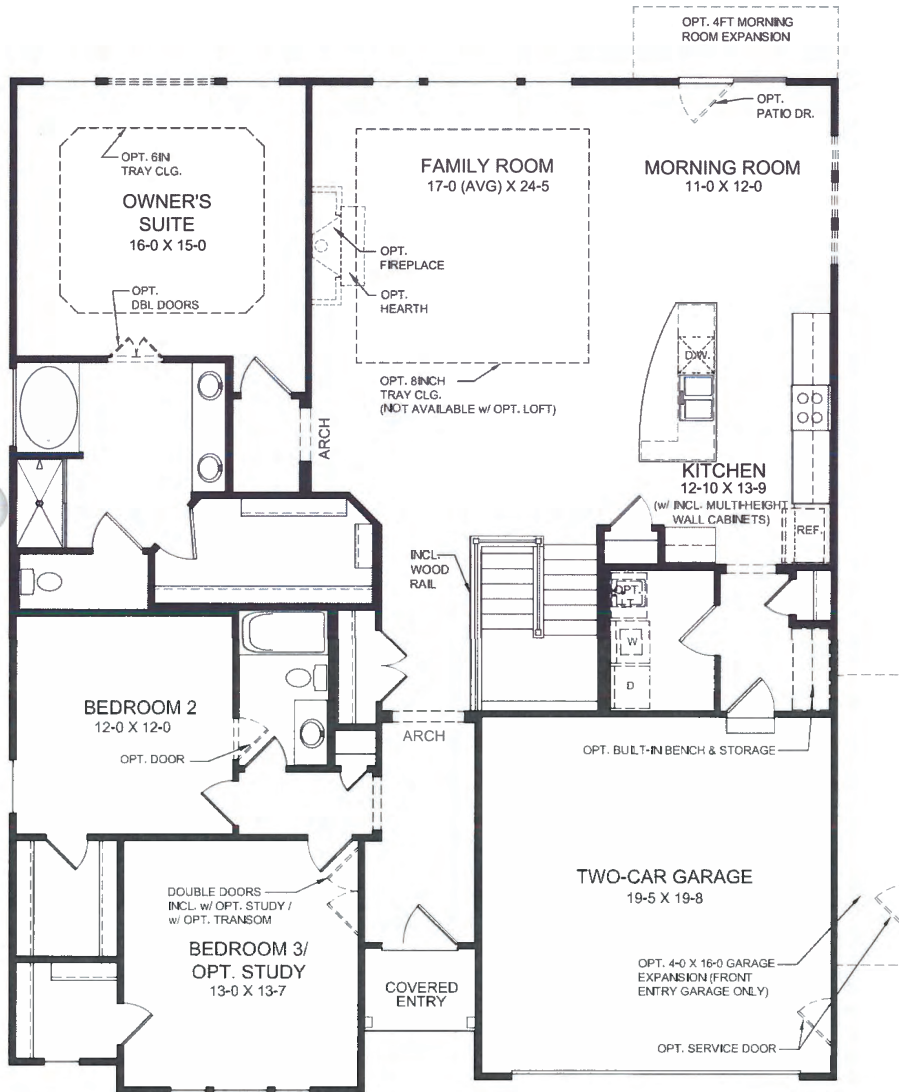
designed by *FH*

Images & Options Available at fischerhomes.com

Our Plans Include You

PLAN FEATURES

- Three Bedroom Home with Optional Study in lieu of Bedroom #3
- Included 9ft First Floor Ceiling Height
- Family Foyer with Optional Built-in Bench & Storage
- Open Kitchen Design with Island Seating and Pantry
- Optional Built-in Appliance Kitchen
- Private Owner's Suite with Owner's Bath and Large Walk-In Closet
- Optional Deluxe Garden Bath with Ceramic Tile Shower and Garden Tub
- Optional Designer Bath with Ceramic Tile & Platform Tub
- Included Double Vanity in Owner's Bath
- Optional Covered Rear Patio/Deck
- Optional 4ft Garage Expansion
- Optional Three Car Garage
- Optional Loft with Optional Bedroom and Full Bath
- Optional Finished Lower Level



FIRST FLOOR DESIGN

(INCLUDES 9 FT FIRST FLOOR CEILING HEIGHT)



Images & Options Available at fischerhomes.com

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RVSD. 07/19
IM 09/18

welcome home.

Approximately 3029 sq ft and U



FRENCH MANOR
 (WITH OPTIONAL ENTRY COURTYARD & CURVED BRICK WING WALL)

designed by: *[Signature]*



COASTAL CLASSIC
 (WITH WOOD TRELLIS WING WALL
 WITH STONE BASE)

designed by: *[Signature]*



CASA BELLA
 (WITH OPTIONAL LOW
 STONE WING WALL)

designed by: *[Signature]*

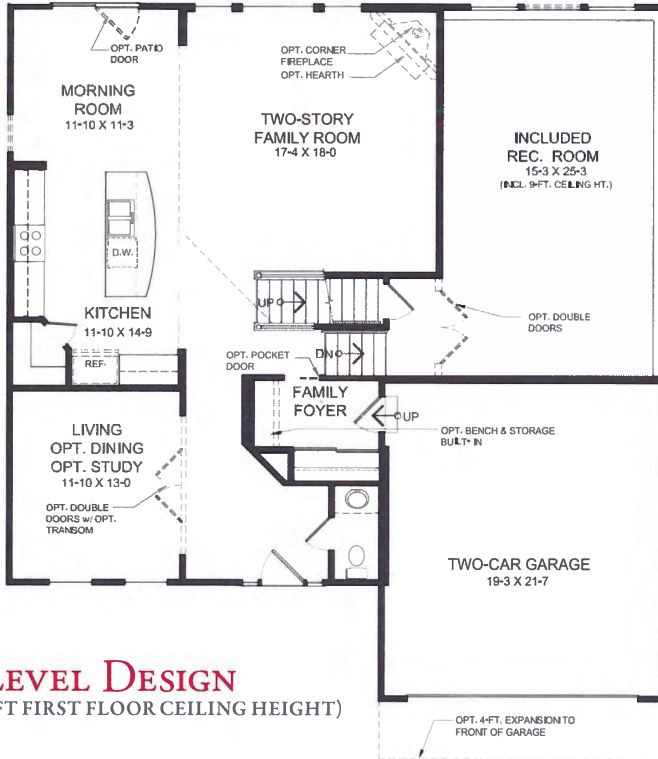


ENGLISH ELEGANCE
 (WITH OPTIONAL BRICK WALL
 EXTENSION)

designed by: *[Signature]*

Images & Options Available at fisherhomes.com

Our Plans Include You



MAIN LEVEL FEATURES

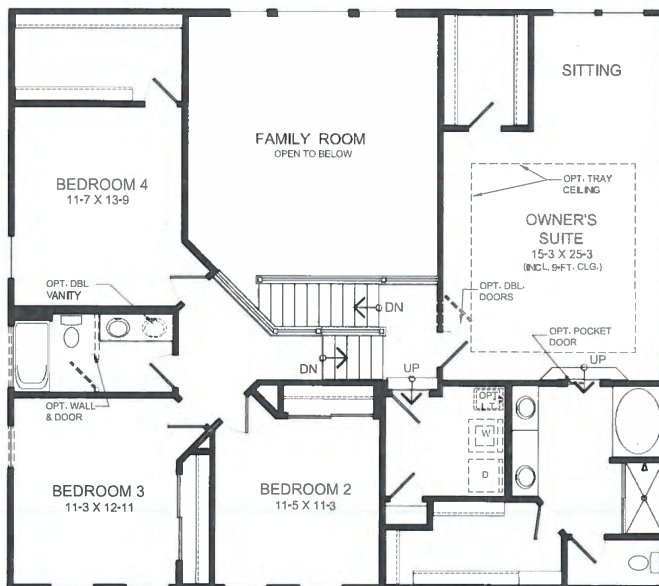
- Unique Five-Level design
- Two Story Family Room
- Large Kitchen with Pantry & Multi-Height Cabinets
- Living/Dining Room with Optional Study
- Included Family Foyer
- Optional Fireplace
- Included Recreation Room One Level Down from Family Room
- Optional 4 ft Expanded Morning Room

OWNER'S LEVEL FEATURES

- Owner's Retreat Located on its Own Private Level with Sitting Room & Dual Walk-In Closets
- Spacious Owner's Bath with Separate Shower & Garden Tub
- Optional Deluxe Garden Bath with Ceramic Tile Shower
- Optional Designer Bath with Ceramic Tile & Platform Tub

UPPER LEVEL FEATURES

- Three Additional Bedrooms
- Dynamic Views of Family Room Below
- Optional Divided Hall Bath
- Optional Third Full Bath



Images & Options Available at fischerhomes.com

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RVSD. 09/18
IM 09/18

FISCHER HOMES



EVERETT

Masterpiece Collection

welcome home.

Approximately 2212 sq ft and U

OPTIONAL LOFT AVAILABLE



AMERICAN HERITAGE
(WITH OPTIONAL STONE & BRICK VENEER & STONE WING WALL)

designed by:



AMERICAN CLASSIC
(WITH OPTIONAL BRICK WING WALL)

designed by:

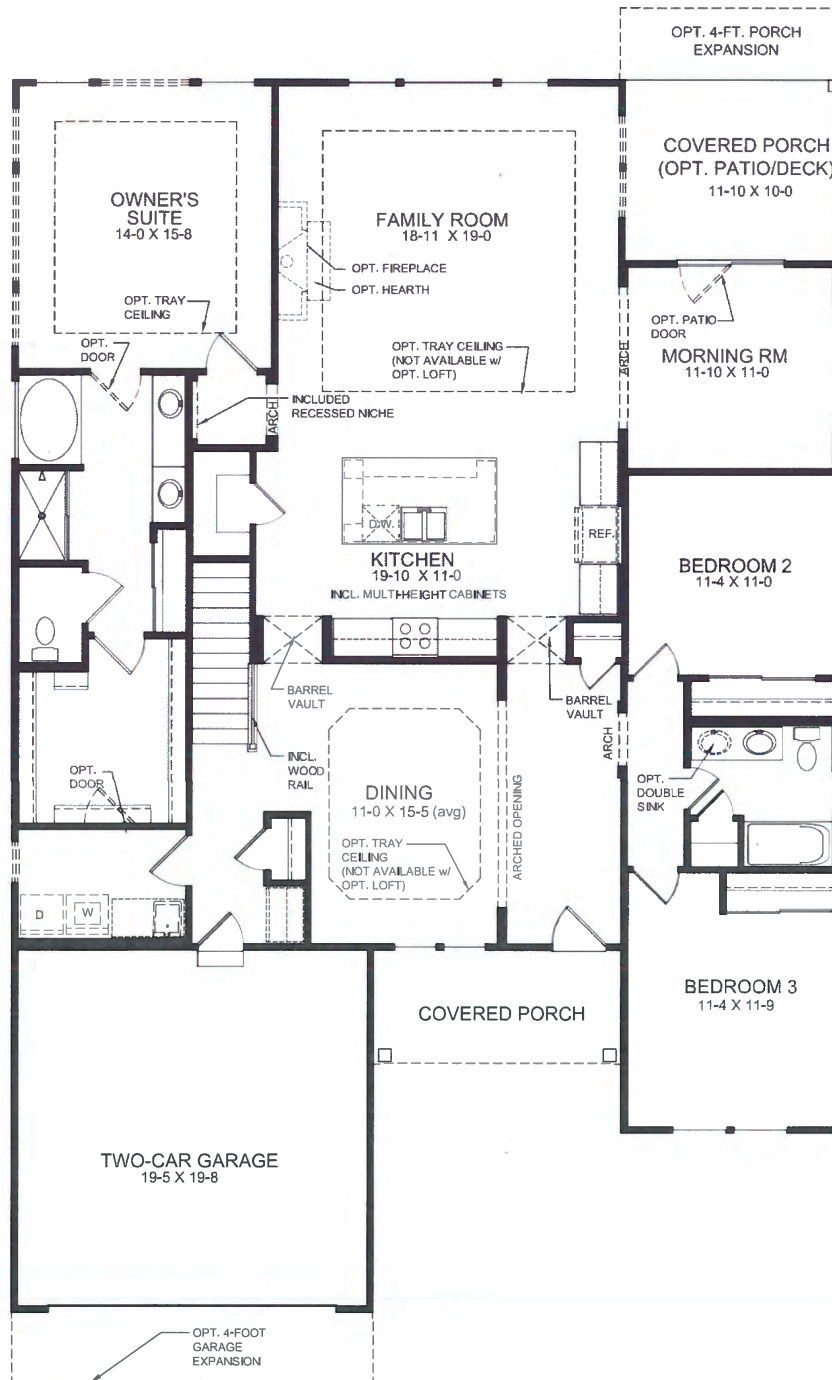


COASTAL CLASSIC
(WITH OPTIONAL STONE VENEER
& WOOD TRELLIS WING WALL)

designed by:

Images & Options Available at fischerhomes.com

Our Plans Include You



PLAN FEATURES

- Three Bedroom Home with Optional Study in lieu of Bedroom #3
- Included 9ft First Floor Ceiling Height
- Included Formal Dining Space and Morning Room
- Optional Tray Ceiling in Family Room and Dining Space
- Family Foyer
- Unique Open Kitchen Design with Expansive Island with Seating and Pantry Closet
- Optional Built-in Appliance Kitchen
- Private Owner's Suite with Owner's Bath and Large Walk-In Closet
- Optional Deluxe Garden Bath with Ceramic Tile Shower and Garden Tub
- Optional Designer Bath with Ceramic Tile & Platform Tub
- Included Double Vanity in Owner's Bath
- Optional Direct Access from Owner's W.I.C. to Laundry
- Included Covered Rear Porch with Optional Patio/Deck
- Optional 4ft Garage Expansion
- Optional Three Car Garage
- Optional Loft with Optional Bedroom and Full Bath
- Optional Finished Lower Level
- Optional Powder Room

FIRST FLOOR DESIGN

(INCLUDES 9 FT FIRST FLOOR CEILING HEIGHT)



Images & Options Available at fischerhomes.com

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RVSD. 07/19
IM 09/18

welcome home.

Approximately 2851 sq ft and U



AMERICAN CLASSIC
(WITH OPTIONAL CURVED BRICK WING WALL
& SIDE ENTRY GARAGE)

designed by *FH*



PACIFIC CRAFTSMAN
(WITH OPTIONAL STONE VENEER
& WOOD TRELLIS WING WALL)

designed by *FH*



NANTUCKET RETREAT
(WITH OPTIONAL BRICK VENEER
& WOOD TRELLIS WING WALL)

designed by *FH*



VILLA TOSCANO
(WITH OPTIONAL STONE & BRICK
VENEER & STONE WING WALL)

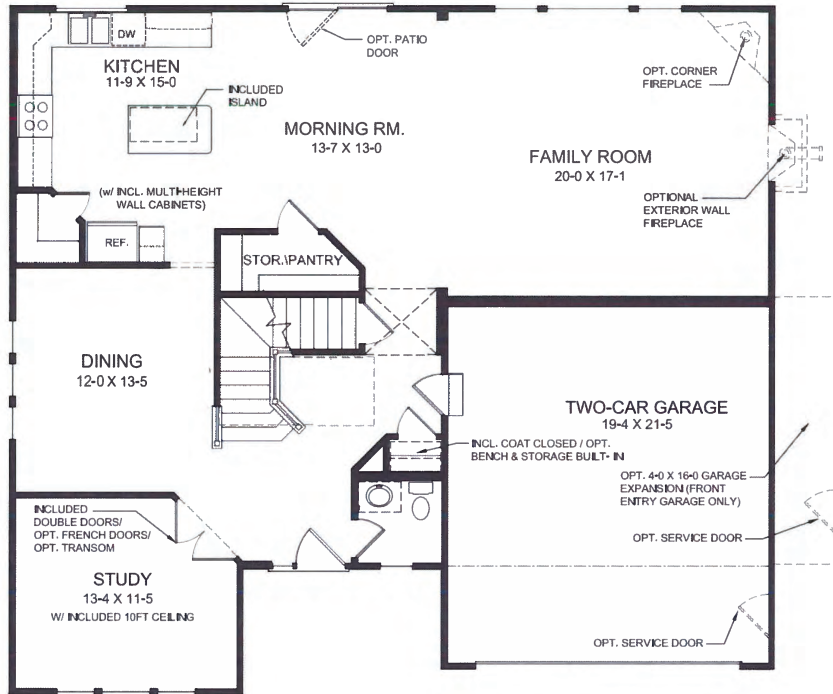
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Images & Options Available at fischerhomes.com

Our Plans Include You

welcome home.

Approximately 2851 sq ft and U

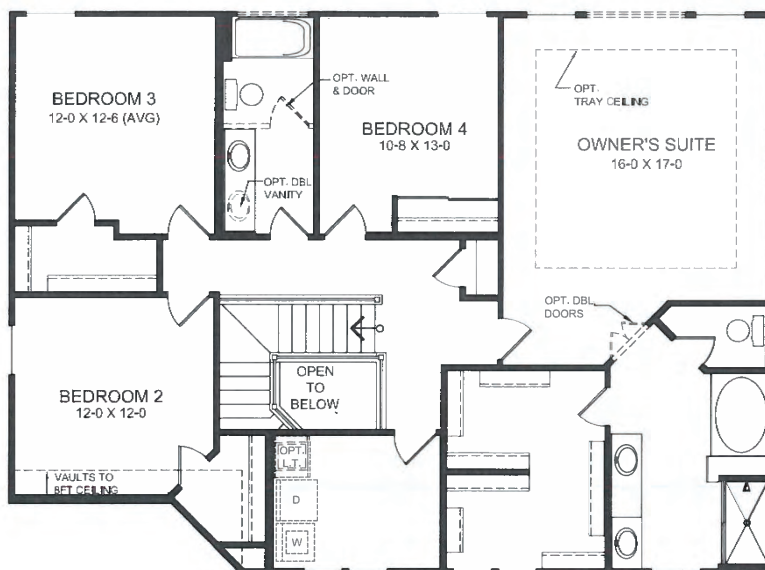


FIRST FLOOR FEATURES

- Spacious Entry Foyer
- Study with Included 10 ft Ceiling Height
- Large Family Room Open to Kitchen/Morning Room
- Kitchen Features Included Island, Optional Furniture Island & Walk-In Pantry
- Alternate First Floor Design with Separate Living/Dining Rooms
- Alternate First Floor Design with Open Kitchen Design & Hearth Room
- Optional First Floor Guest Suite
- Oversized Coat/Storage Closet
- Optional Bay Window in Morning Room

FIRST FLOOR DESIGN

(INCLUDES 9 FT. FIRST FLOOR CEILING HEIGHT)



SECOND FLOOR FEATURES

- Generous Owner's Suite with Included Shower and Garden Tub in Owner's Bath
- Walk-in Closets in all Four Bedrooms
- Optional Divided Hall Bath
- Convenient and Spacious Second Floor Laundry
- Optional Third Bath
- Optional Deluxe Garden Bath with Ceramic Tile Shower
- Optional Designer Bath with Ceramic Tile Shower & Platform Tub

SECOND FLOOR DESIGN

Images & Options Available at fischerhomes.com



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RVSD. 04/19
IM 09/18

Our Plans Include You

welcome home.

Approximately 2876 sq ft and U



STRATFORD TUDOR
 (WITH OPTIONAL DORMER & OPTIONAL CURVED BRICK WING WALL)

designed by *FH*



CASA BELLA
 (WITH OPTIONAL BRICK WALL
 EXTENSION WITH ARCHED OPENING)

designed by *FH*



WESTERN CRAFTSMAN
 (WITH OPTIONAL WOOD TRELLIS WING
 WALL WITH STONE VENEER BASE)

designed by *FH*

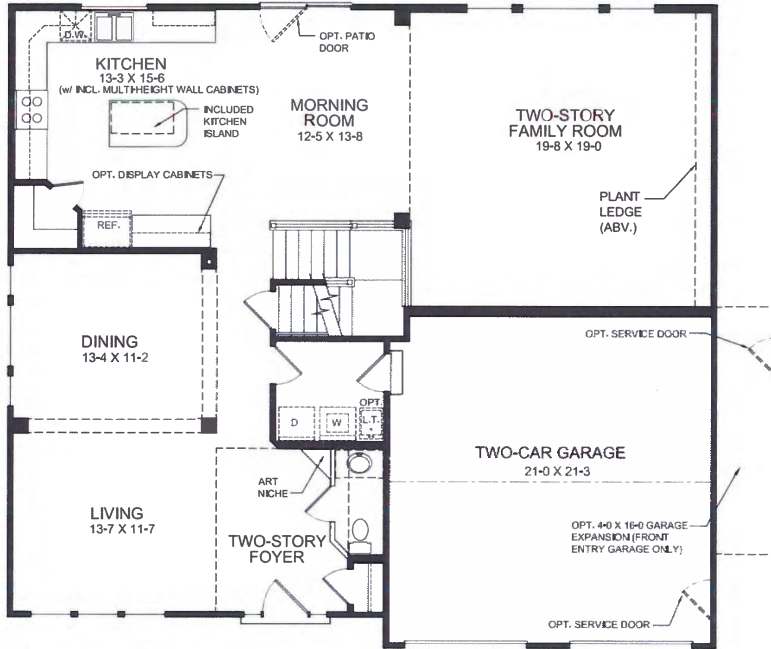


NANTUCKET RETREAT
 (WITH OPTIONAL BRICK WING WALL)

designed by *FH*

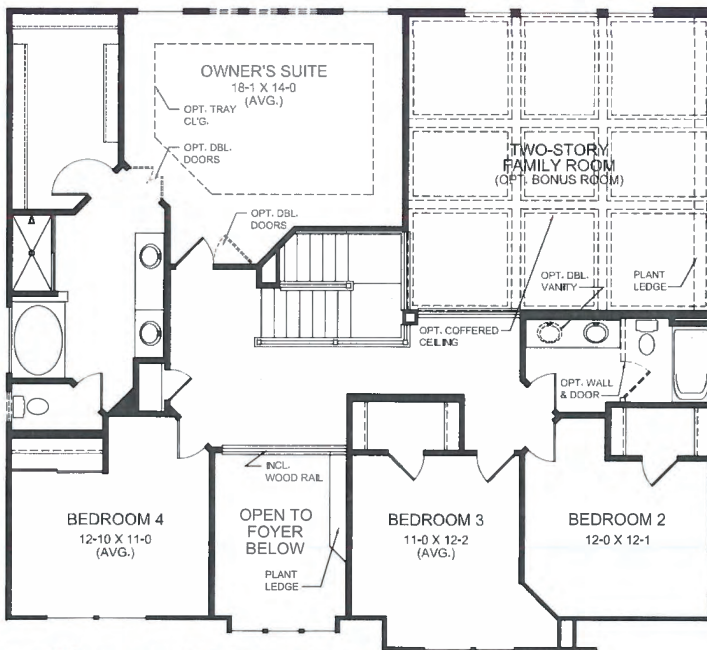
Images & Options Available at fischerhomes.com

Our Plans Include You



FIRST FLOOR DESIGN

(INCLUDES 9 FT FIRST FLOOR CEILING HEIGHT)



SECOND FLOOR DESIGN

FIRST FLOOR FEATURES

- Soaring Two-Story Foyer
- Open Living/Dining Rooms with Optional Study in lieu of Living Room
- First Floor Laundry
- Open Kitchen & Morning Room with Large Corner Pantry and Included Island
- Optional Furniture Island
- Large Two-Story Family Room
- Optional Fireplace
- Optional Family Foyer
- Optional Bay Window
- Alternate First Floor Design with Sunroom & Gourmet Kitchen Island
- Optional Coffered Ceiling in Family Room

SECOND FLOOR FEATURES

- Generous Owner's Suite with Included Shower and Garden Tub in the Owner's Bath
- 4 Bedrooms
- Dynamic Views into Family Room and Foyer from Second Floor Balconies
- Optional Deluxe Second Floor Laundry in lieu of Two-Story Foyer
- Optional Bonus Room or Guest Suite in lieu of Two-Story Family Room
- Optional Divided Hall Bath
- Optional Third Full Bath



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RVSD. 09/18

IM 09/18

FISCHER HOMES



MARSHALL

Masterpiece Collection

welcome home.

Approximately 3722 sq ft and U



WESTERN CRAFTSMAN
(WITH OPTIONAL DORMER & WOOD TRELLIS WING WALL WITH STONE BASE)

designed by



ENGLISH ELEGANCE
(WITH OPTIONAL CURVED BRICK WING WALL)

designed by



FRENCH MANOR
(WITH OPTIONAL BRICK & STONE VENEER & STONE WALL EXTENSION WITH ARCHED OPENING)

designed by



BELLA VISTA
(WITH OPTIONAL CURVED BRICK WING WALL)

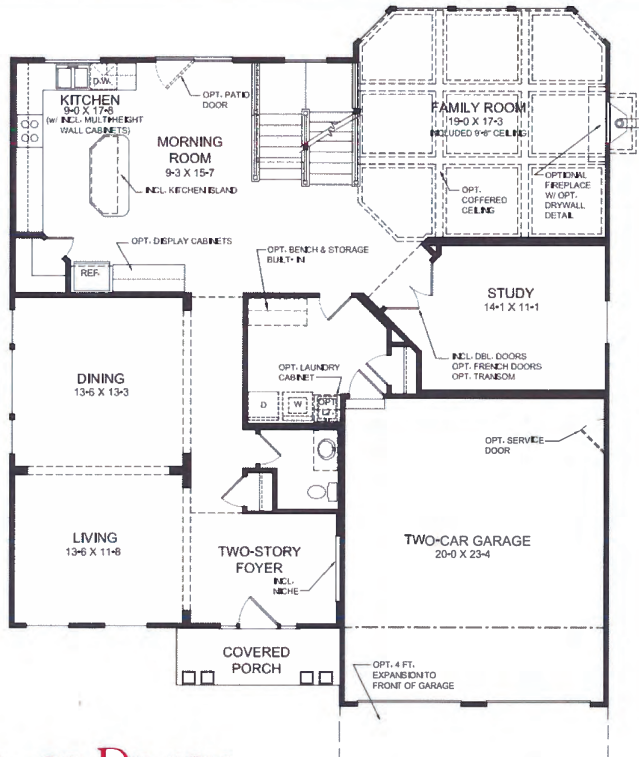
designed by

Images & Options Available at fischerhomes.com

Our Plans Include You

welcome home.

Approximately 3722 sq ft and U

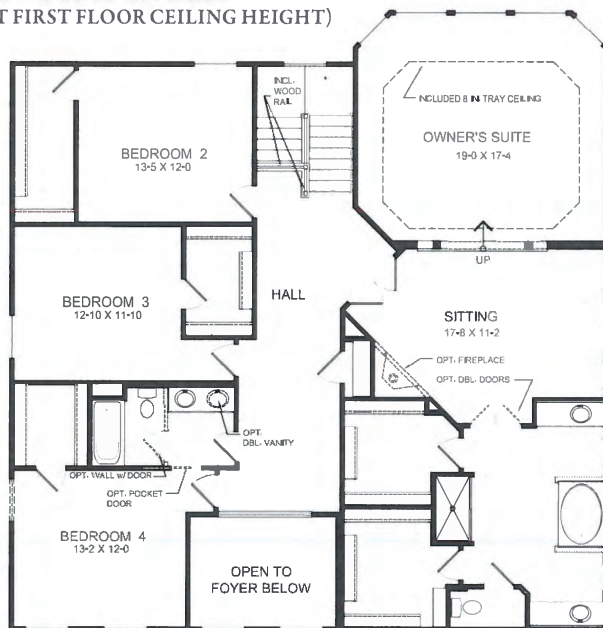


FIRST FLOOR FEATURES

- Soaring Two-Story Foyer
- Open Living/Dining Room
- Spacious Kitchen/Morning Room with Included Island and Corner Pantry
- Light Filled Family Room with Unique Angled Window Wall
- Included Private Study
- Optional Coffered Ceiling in Family Room
- Alternate First Floor with Sunroom, Open Kitchen & Gourmet Island
- Optional Family Foyer

SECOND FLOOR FEATURES

- Deluxe Owner's Suite with Spacious Sitting Room Included
- Optional Tray Ceiling in Owner's Suite
- Owner's Bath Features Dual Walk-In Closets and Separate Shower and Garden Tub
- Loft Overlooking Foyer Below
- Optional Expanded Loft in lieu of Two-Story Foyer
- Four Bedrooms with Loft
- All Bedrooms have Large Walk-In Closets
- Optional Third Bath Design
- Optional Second Floor Laundry
- Optional Divided Hall Bath
- Optional Deluxe Garden Bath with Ceramic Tile Shower
- Optional Designer Bath with Ceramic Tile Shower & Platform Tub



Images & Options Available at fisherhomes.com

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RVSD. 06/19
IM 09/18

welcome home.

Approximately 2711 sq ft and U



WESTERN CRAFTSMAN

(WITH OPTIONAL STONE VENEER, WITH OPTIONAL SIDE ENTRY GARAGE, & OPTIONAL. WOOD TRELLIS WING WALL)

designed by *FH*



CAMBRIDGE COTTAGE

(WITH OPTIONAL STONE VENEER)

designed by *FH*



AMERICAN CLASSIC

(WITH STONE VENEER & WITH OPTIONAL
THREE-CAR INTEGRATED FRONT ENTRY
GARAGE)

designed by *FH*



COASTAL CLASSIC

(WITH OPTIONAL THREE-CAR
INTEGRATED FRONT ENTRY GARAGE)

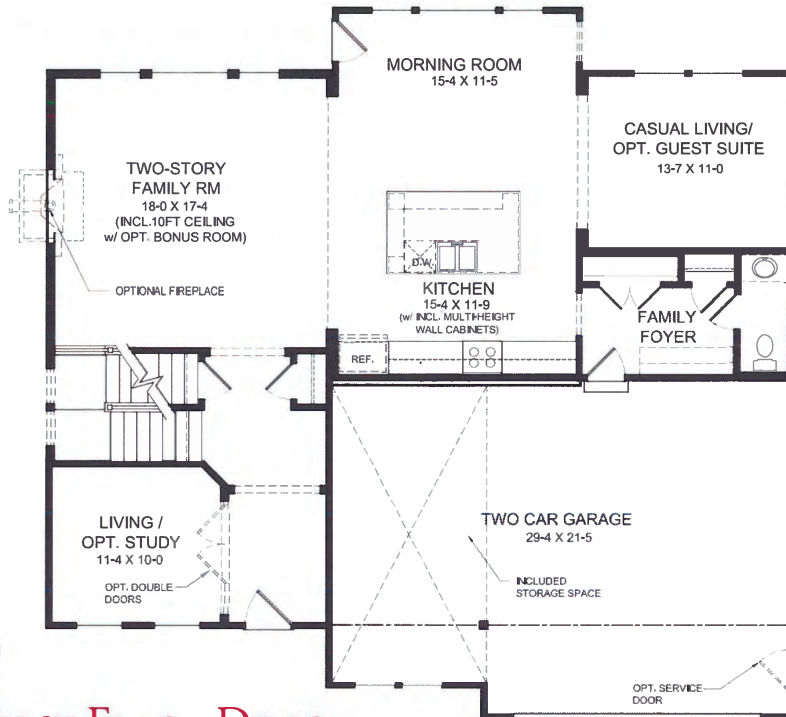
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Images & Options Available at fischerhomes.com

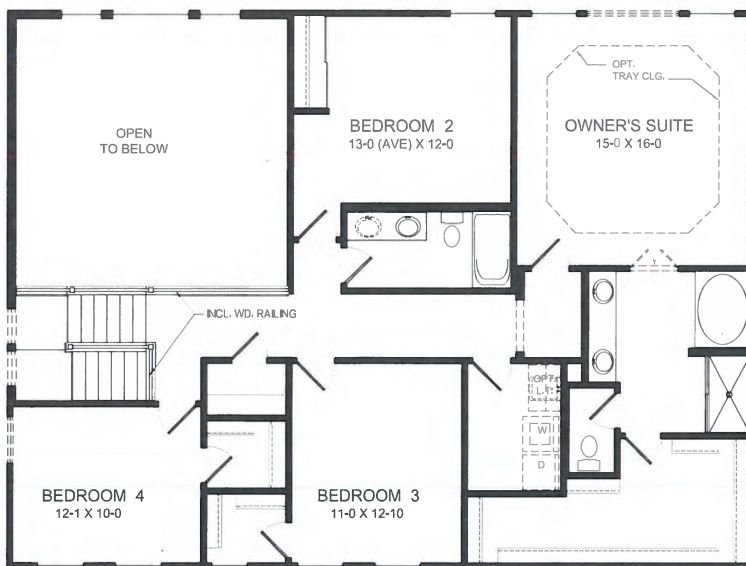
Our Plans Include You

welcome home.

Approximately 2711 sq ft and U



FIRST FLOOR DESIGN
(INCLUDES 9 FT FIRST FLOOR CEILING HEIGHT)



SECOND FLOOR DESIGN

FIRST FLOOR FEATURES

- Soaring Two-Story Family Room
- Living Room/Optional Study located in Front of the Home
- Open Kitchen Design with Expansive Island with Seating and Light-Filled Morning Room
- Casual Living Space Open to Kitchen/Family Rm/Morning Rm located in Rear of the Home
- Optional Private Guest Suite in Lieu of Casual Living Space
- Optional Pocket Office & First Floor Laundry with Walk-in Pantry in Lieu of Casual Living Space
- Spacious Family Foyer with Coat Closet and Optional Built-in Bench & Storage
- Included Over-sized Garage with Large Storage Area

SECOND FLOOR FEATURES

- Spacious Owner's Suite with Included Shower and Garden Tub in Owner's Bath
- Large Owner's Walk-in Closet
- 4 Bedrooms
- Dynamic Views into Family Room from Second Floor Balcony
- Optional Expansive Bonus Room in Lieu of Two-Story Family Room
- Convenient Second Floor Laundry
- Optional Third Full Bath



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RVSD. 09/18
IM 09/18

Our Plans Include You

FISCHER HOMES



CLAYTON

Masterpiece Collection

welcome home.

Approximately 2802 sq ft and U



ENGLISH ELEGANCE
(WITH OPTIONAL STONE VENEER)

designed by *POB Design*



AMERICAN CLASSIC
(WITH OPTIONAL STONE VENEER)

designed by *FH*



FRENCH MANOR

designed by *FH*

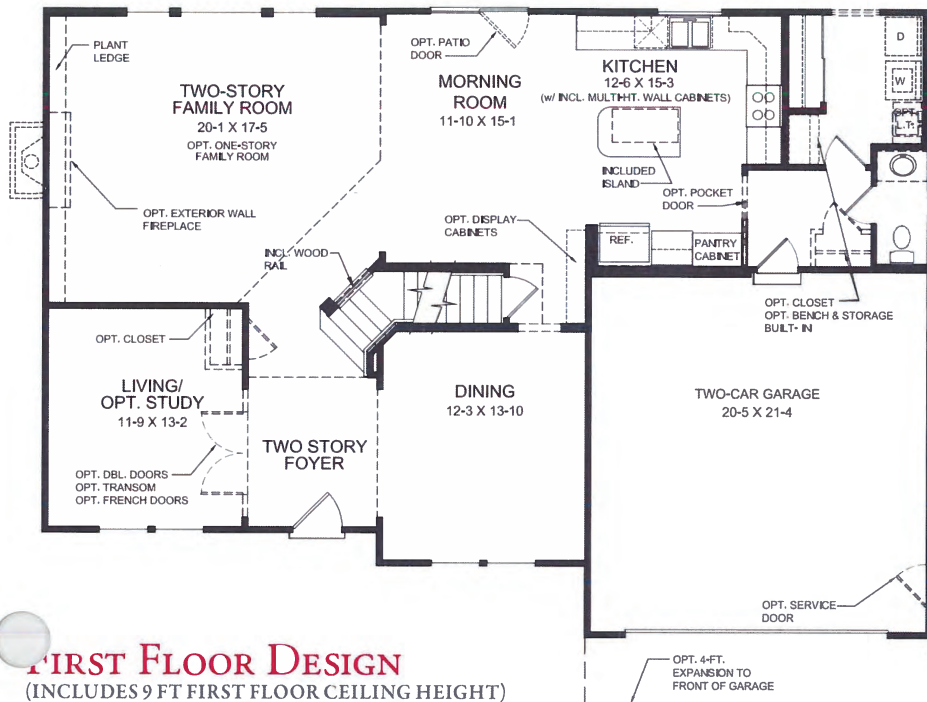


VINTAGE VICTORIAN

designed by *Handley*

Images & Options Available at fischerhomes.com

Our Plans Include You

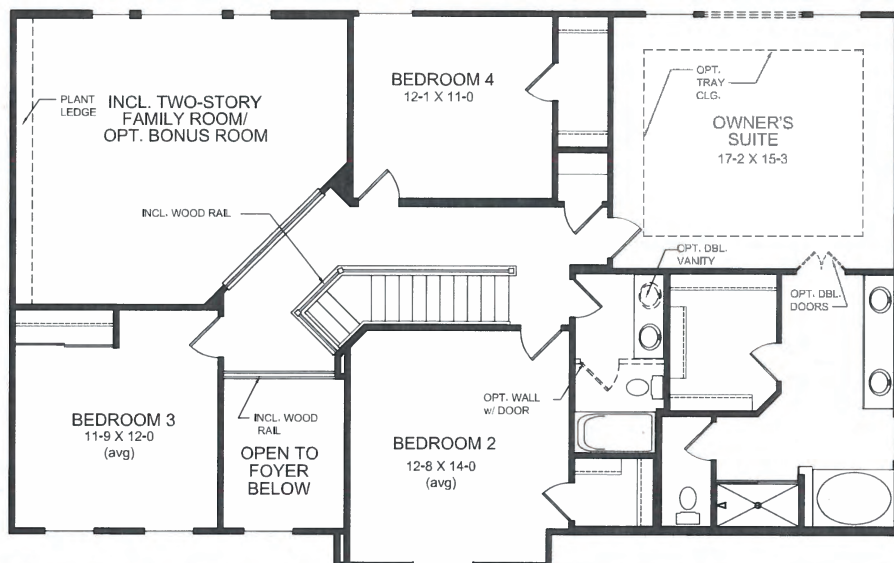


FIRST FLOOR FEATURES

- Soaring Two-Story Entry Foyer
- Large Dining Room and Living Room with Optional Study
- Optional Fireplace
- Optional Bay Window
- Expansive Two-Story Family Room
- Spacious Morning Room with Kitchen with Included Island
- Alternate First Floor Design with Sunroom & Gourmet Island
- Large First Floor Laundry
- Optional Sunroom Fireplace

SECOND FLOOR FEATURES

- Large Owner's Suite with Optional Tray Ceiling
- Included Shower and Garden Tub in the Owner's Bath
- Optional Divided Hall Bath
- Optional Deluxe Garden Bath with Ceramic Tile Shower
- Optional Designer Bath with Ceramic Tile Shower & Platform Tub
- 4 Bedrooms
- Balcony Provides Dynamic Views into Family Room and Foyer Below
- Optional Bonus Room in lieu of Two Story Family Room
- Optional Third Full Bath



Images & Options Available at fischerhomes.com

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RVSD. 09/18
IM 09/18

welcome home.

Approximately 2526 sq ft and U



MODERN FARMHOUSE
(WITH ALTERNATE SECOND FLOOR DESIGN,
OPTIONAL PORCH, & LOW BRICK VENEER)

designed by *J. Amberg*



GRANDE VISTA
(WITH ALTERNATE SECOND FLOOR DESIGN)

designed by *FH*



CAMBRIDGE COTTAGE
(WITH ALTERNATE SECOND FLOOR DESIGN)

designed by *J. Amberg*



PACIFIC CRAFTSMAN
(WITH ALTERNATE SECOND FLOOR DESIGN)

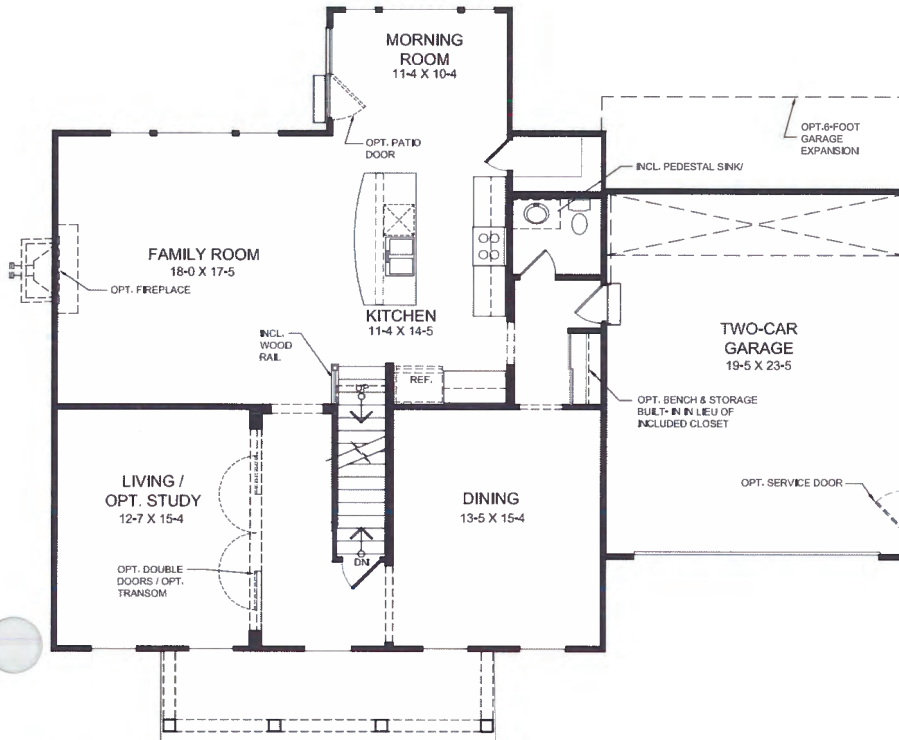
designed by *FH*

Images & Options Available at fischerhomes.com

Our Plans Include You

welcome home.

Approximately 2526 sq ft and U

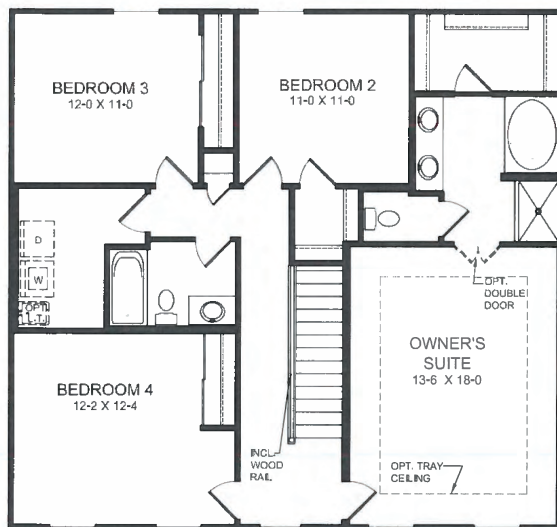


FIRST FLOOR FEATURES

- Living/Optional Study
- Formal Dining
- Optional Open Stair to Basement
- Spacious Family Room Open to Kitchen & Morning Room
- Kitchen Includes Large Island with Seating & Walk-in Pantry
- Optional Display Cabinets
- Light-Filled Morning Room
- Optional First Floor Hobby/Laundry Room
- Optional Three Car Garage
- Included Oversized Garage
- Alternate First Floor Design with Expanded Morning Room

FIRST FLOOR DESIGN

(INCLUDES 9 FT FIRST FLOOR CEILING HEIGHT)



SECOND FLOOR FEATURES

- Large Owner's Suite with Included Shower & Garden Tub
- Included Double Vanity in Owner's Bath
- Alternate Second Floor Design with Expanded Owner's Suite with Sitting Room & Owner's Bath
- Four Bedrooms
- Second Floor Laundry
- Optional Third Full Bath
- Optional Deluxe Garden Bath with Ceramic Tile Shower
- Optional Designer Bath with Ceramic Tile Shower & Platform Tub

SECOND FLOOR DESIGN



Images & Options Available at fischerhomes.com

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Our Plans Include You

FISCHER HOMES



HAYDEN

Masterpiece Collection

welcome home.

Approximately 2406 sq ft and U



GRANDE VISTA

designed by:



CAMBRIDGE COTTAGE

designed by:



WESTERN CRAFTSMAN

designed by:

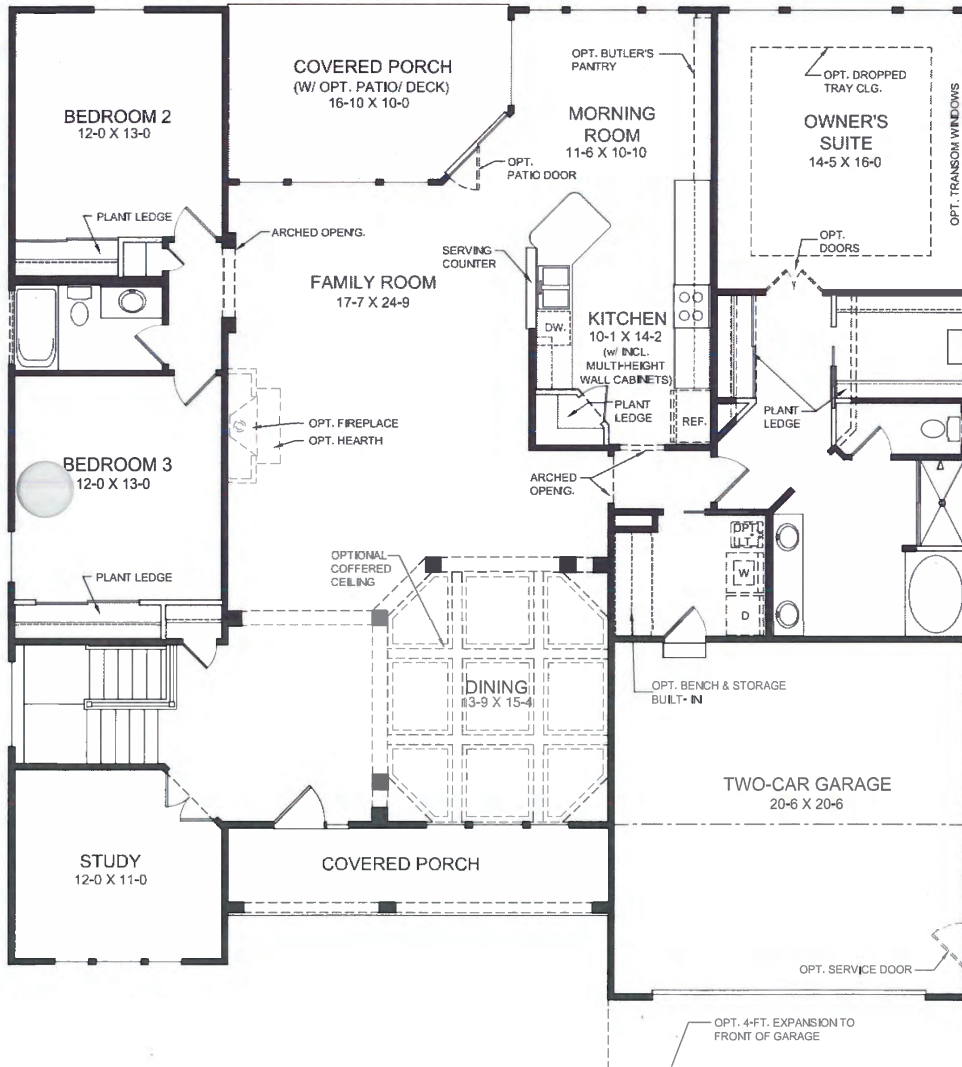


AMERICAN CLASSIC

designed by:

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Our Plans Include You



FIRST FLOOR FEATURES

- Included 10 ft First Floor Ceiling Height
- Welcoming Entry Foyer
- Formal Dining Room
- Included Study
- Spacious Family Room with Optional Fireplace/Entertainment Center
- Light Filled Morning Room
- Included Covered Porch Off Kitchen
- Private Owner's Suite
- Owner's Bath Includes Separate Shower and Garden Tub
- Three Bedrooms
- Optional Open Kitchen with Included Island
- Alternate First Floor Design with Expanded Morning Room & Owner's Suite
- Optional Coffered Ceiling in Dining Room
- Optional Deluxe Garden Bath with Ceramic Tile Shower
- Optional Designer Bath with Ceramic Tile Shower & Platform Tub

FIRST FLOOR DESIGN

(INCLUDES 10 FT FIRST FLOOR CEILING HEIGHT)



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FISCHER HOMES



LELAND

Masterpiece Collection

welcome home.

Approximately 3045 sq ft and U



MODERN FARMHOUSE
(WITH STONE VENEER &
OPTIONAL SIDE ENTRY GARAGE)

designed by



AMERICAN CLASSIC
(WITH BRICK VENEER &
OPTIONAL SIDE ENTRY GARAGE)

designed by



COASTAL CLASSIC
(WITH STONE VENEER &
OPTIONAL SIDE ENTRY GARAGE)

designed by



WESTERN CRAFTSMAN
(WITH STONE VENEER &
OPTIONAL SIDE ENTRY GARAGE)

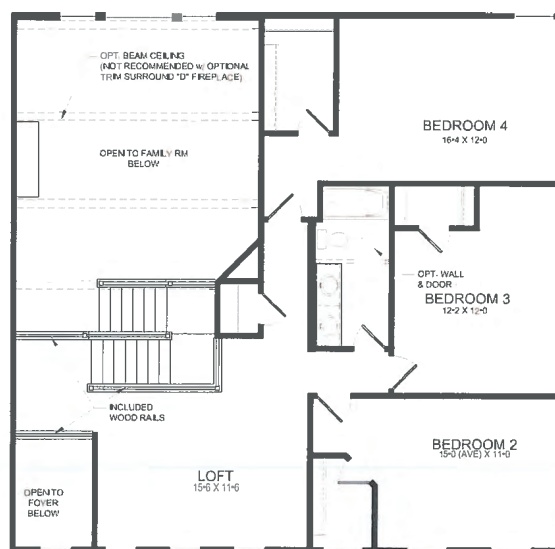
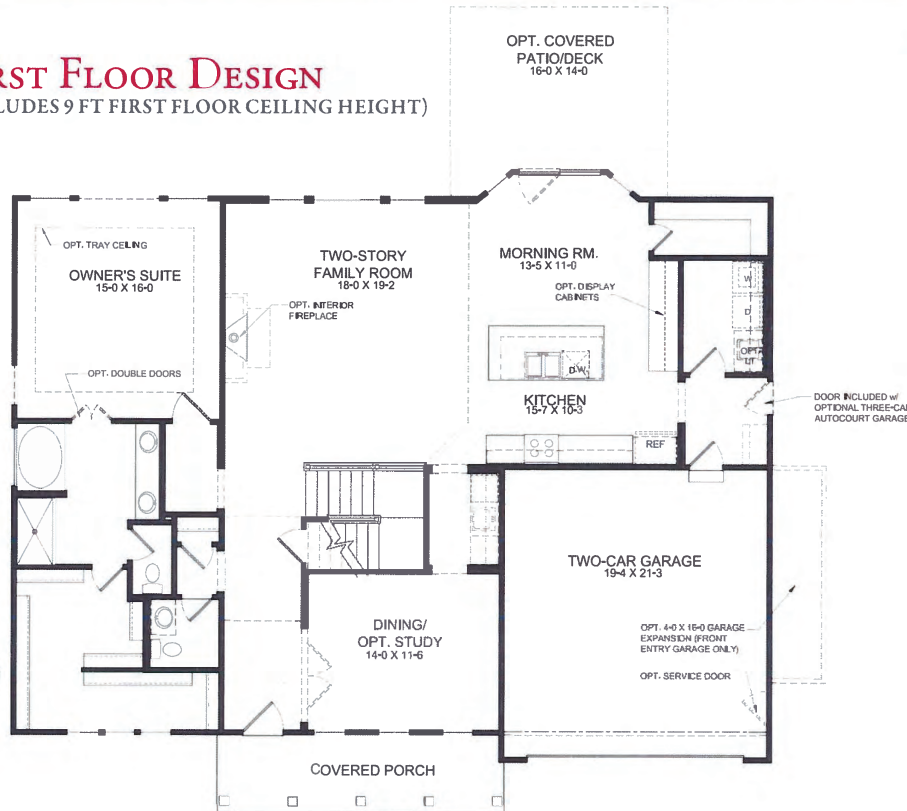
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Our Plans Include You

FIRST FLOOR DESIGN

(INCLUDES 9 FT FIRST FLOOR CEILING HEIGHT)



FIRST FLOOR FEATURES

- Included Two-Story Foyer
- Included First Floor Owner's Suite
- Variety of Owner's Bath Configurations
- Optional Owner's Suite Expansion
- Included Two-story Family Room with Optional Fireplace
- Included Dining Room/Optional Study
- Open Kitchen Design with Large Island with Seating
- Over-sized walk-in Pantry
- Optional Built-in Appliance Kitchen
- Included Morning Room Bay Window
- Convenient First Floor Laundry
- Included Family Foyer with Optional Built-in Bench & Storage
- Alternate First Floor with Expanded Kitchen Island and Light-Filled Morning Room/Hearth Room
- Optional Morning Room/Hearth Room Fireplace
- Alternate First Floor with First Floor Guest Suite with walk-in closet and Private Bath
- Optional Covered Rear Patio/Deck

SECOND FLOOR FEATURES

- Three Spacious Bedrooms with walk Closets
- Open Loft Provides Additional Living Space
- Included Full Bath/ Optional 3rd Floor Bath

SECOND FLOOR DESIGN



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FISCHER HOMES



STANTON

Masterpiece Collection

welcome home.

Approximately 3343 sq ft and U



ENGLISH ELEGANCE

designed by:



AMERICAN CLASSIC
(WITH OPTIONAL DORMERS)

designed by:



WESTERN CRAFTSMAN

designed by:

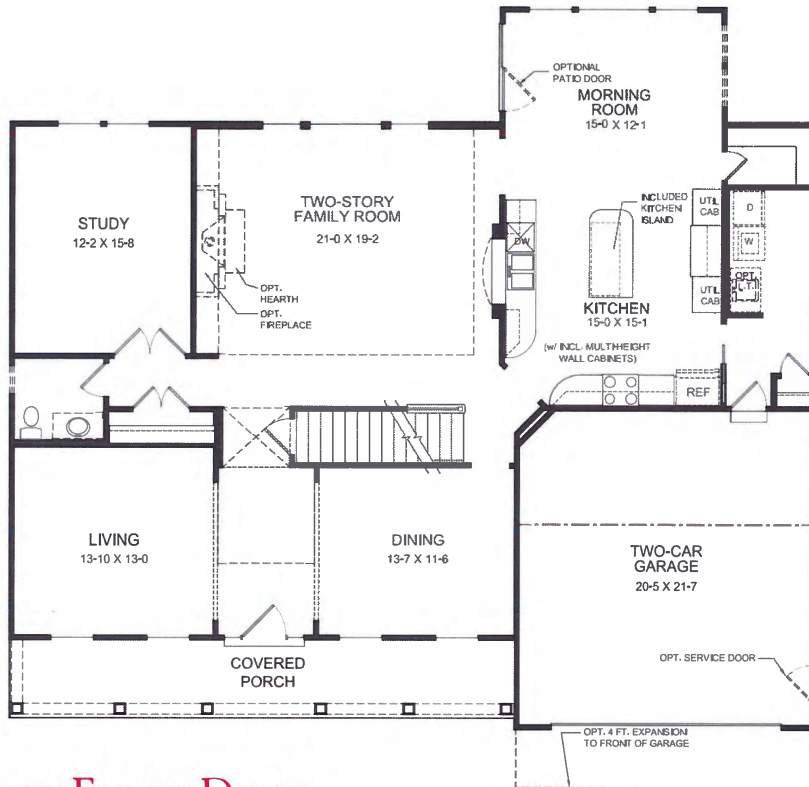


GRANDE VISTA
(WITH OPTIONAL DORMER)

designed by:

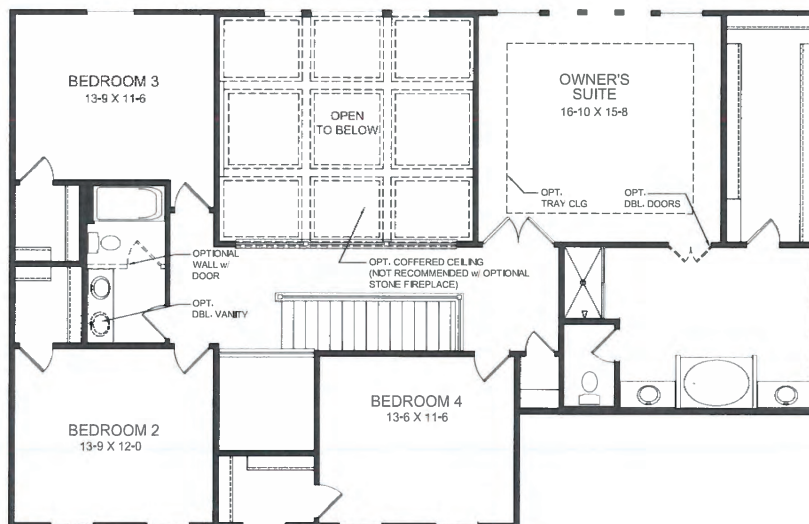
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Our Plans Include You



FIRST FLOOR DESIGN

(INCLUDES 9 FT FIRST FLOOR CEILING HEIGHT)



SECOND FLOOR DESIGN

FIRST FLOOR FEATURES

- Soaring Two-Story Entry Foyer & Family Room
- Formal Dining and Living Rooms
- Private First Floor Study
- Spacious Kitchen with Walk-In Pantry and Light Filled Morning Room
- Convenient First Floor Laundry
- Optional Coffered Ceiling in Family Room
- Optional Guest Suite
- Optional Fireplace
- Optional Built-in Appliance Kitchen
- Optional Open Kitchen Design
- Optional Open Stair to Basement

SECOND FLOOR FEATURES

- Owner's Suite with Oversized Walk-In Closet and Optional Light Filled Sitting Area
- Spacious Owner's Bath with Separate Shower, Garden Tub and Split Vanities
- 4 Bedrooms Each with Large Walk-In Closets
- Dynamic Views into Family Room and Foyer from Second Floor Balconies
- Optional Third Full Bath
- Optional Divided Hall Bath
- Optional Deluxe Garden Bath with Ceramic Tile Shower
- Optional Designer Bath with Ceramic Tile Shower & Platform Tub



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FISCHER HOMES



KELLER

Masterpiece Collection

welcome home.

Approximately 3467 sq ft and U



CASA BELLA

(WITH OPTIONAL METAL ROOF & SECOND FLOOR BONUS ROOM)

designed by



VILLA TUSCANO

(WITH OPTIONAL STONE VENEER & SECOND FLOOR BONUS ROOM)

designed by



PACIFIC CRAFTSMAN

(WITH OPTIONAL METAL ROOF & SECOND FLOOR BONUS ROOM)

designed by



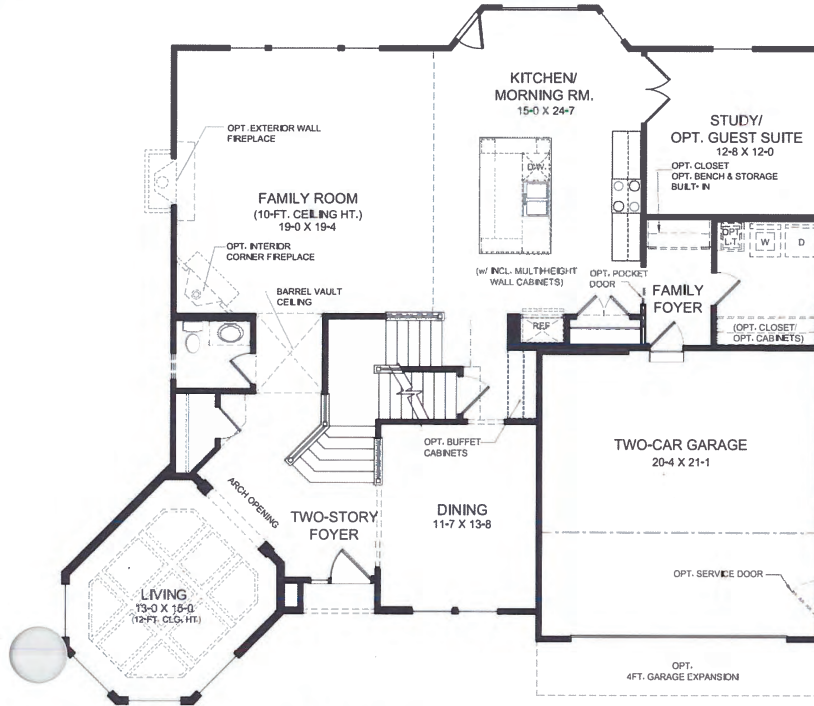
BELLA VISTA

(WITH OPTIONAL SECOND FLOOR BONUS ROOM)

designed by

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Our Plans Include You

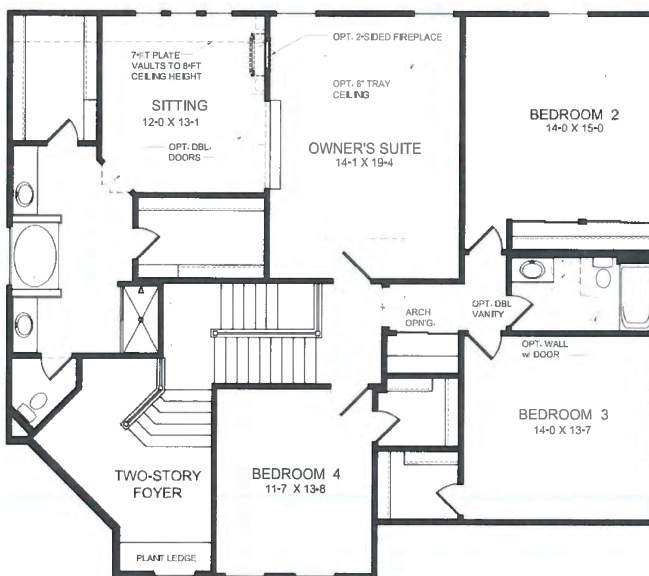


FIRST FLOOR FEATURES

- Two-Story Entry Foyer
- Unique, Light-Filled Solarium with Optional Coffered Ceiling
- Formal Dining Room
- Spacious Family Room with 10 ft Ceiling Height
- Optional Fireplace
- Optional Buffet Cabinets
- Open Kitchen Design with Multi-Height Cabinets, Included Island and Pantry
- Optional Expanded Morning Room
- Private Rear Study/Optional Guest Suite
- Large First Floor Laundry
- Included Family Foyer

SECOND FLOOR FEATURES

- Expansive Owner's Retreat with Included Sitting Room
- Owner's Bath Features Included Separate Shower/Garden Tub, Double Vanity and Dual Walk-In Closets
- Three Spacious Secondary Bedrooms
- Optional Bonus Room
- Optional Divided Hall Bath
- Optional Deluxe Garden Bath with Ceramic Tile Shower
- Optional Designer Bath with Ceramic Tile Shower & Platform Tub



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FISCHER HOMES



PAXTON

Masterpiece Collection

welcome home.

Approximately 4069 sq ft and U



ENGLISH ELEGANCE

designed by:



AMERICAN CLASSIC
(WITH OPTIONAL PORCH)

designed by:



COASTAL CLASSIC

designed by:

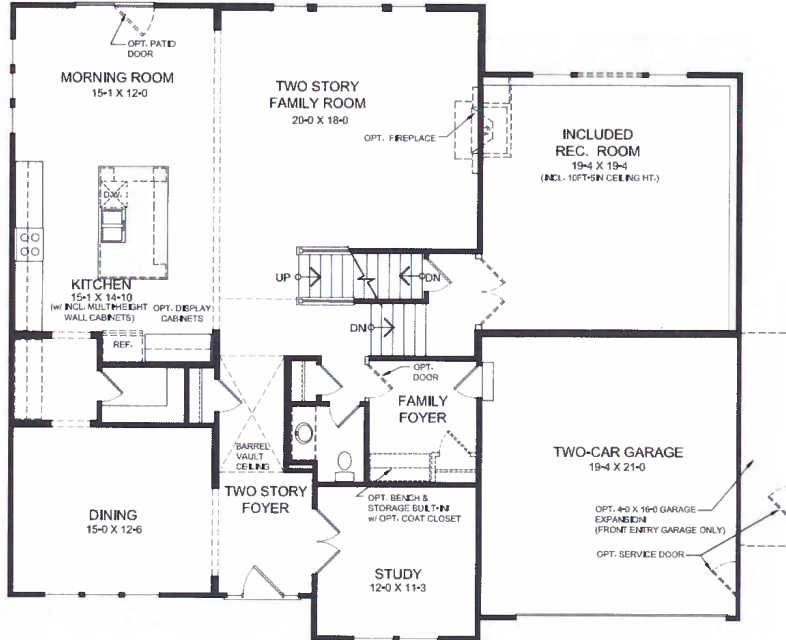


FRENCH MANOR

designed by:

Images & Options Available at fischerhomes.com

Our Plans Include You



MAIN LEVEL FEATURES

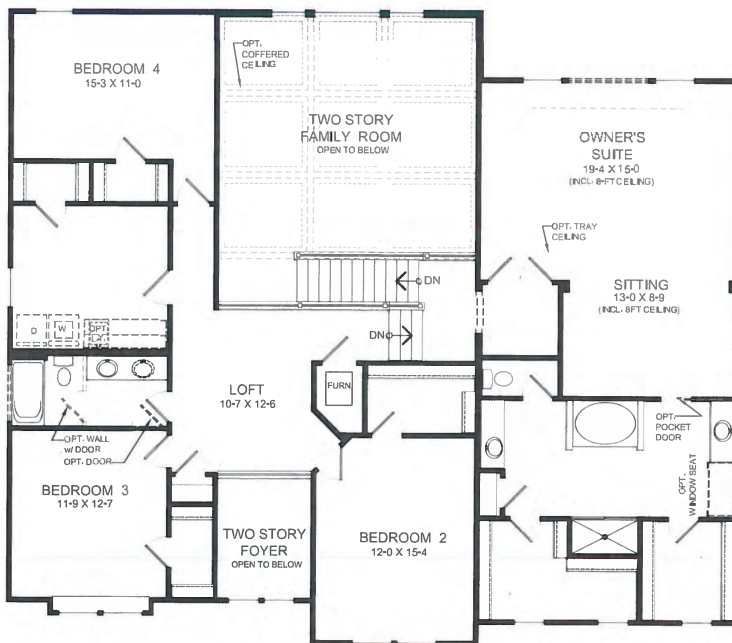
- Unique Five-Level Design
- Two Story Foyer and Family Room
- Large Open Kitchen Design with Walk-in Pantry
- Alternate Kitchen Design
- Optional 4 ft Expanded Morning Room
- Included Family Foyer
- Included Dining Room and Study
- Optional First Floor Laundry
- Included Recreation Room One Level Down from Family Room

OWNER'S LEVEL FEATURES

- Owner's Retreat Located on its Own Private Level with Included Sitting Room & Dual Walk-in Closets
- Optional Two-sided Fireplace
- Spacious Owner's Bath with Separate Shower and Tub
- Variety of Owner's Bath Options Including Platform Tub and Oversize Deluxe Shower
- Alternate Owner's Suite Design with Private Sitting Room.

UPPER LEVEL FEATURES

- Three Additional Bedrooms with Walk-in Closets
- Included Loft Overlooking Foyer and Family Room Below
- Spacious Laundry/Hobby Room with Walk-in Closet
- Included Fifth Bedroom with Optional First Floor Laundry
- Optional Divided Hall Bath
- Optional Third Bath



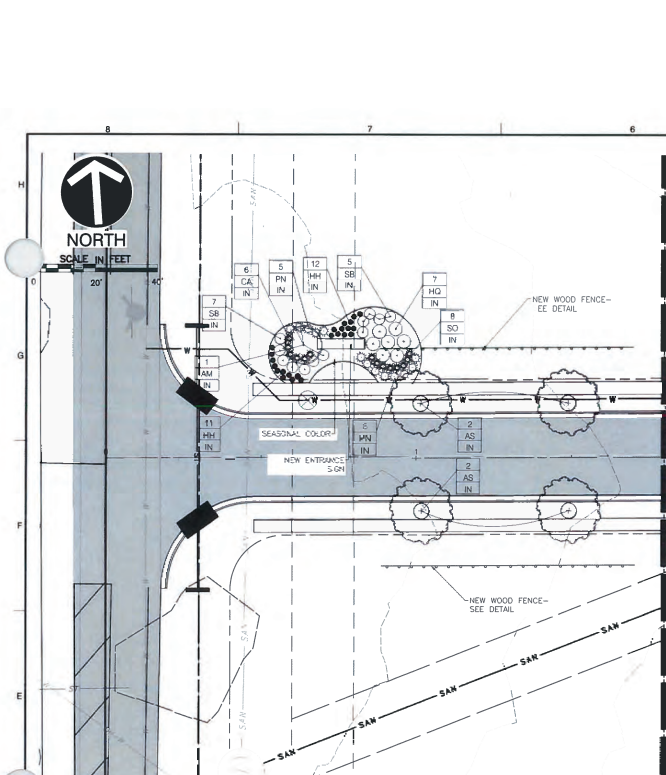
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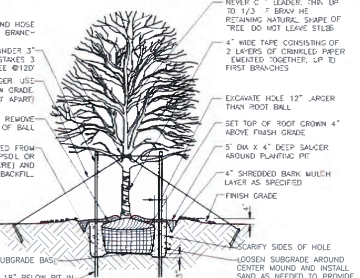
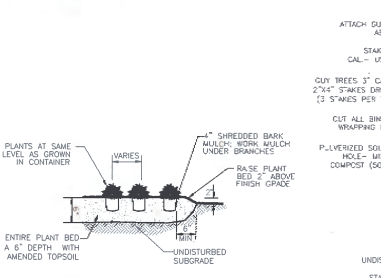
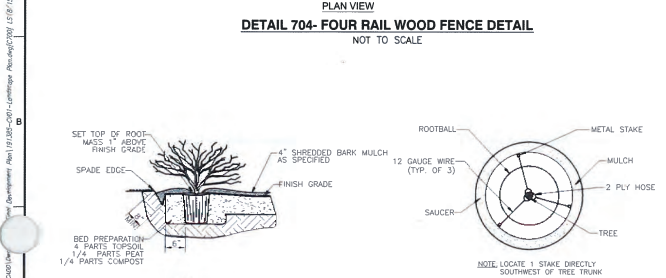
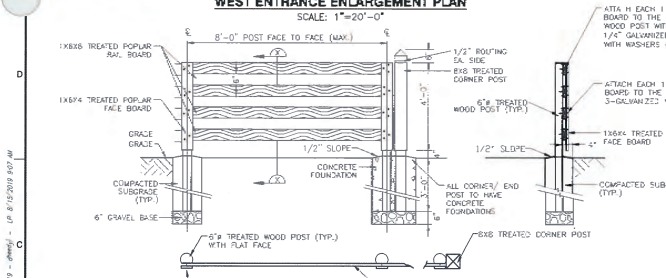
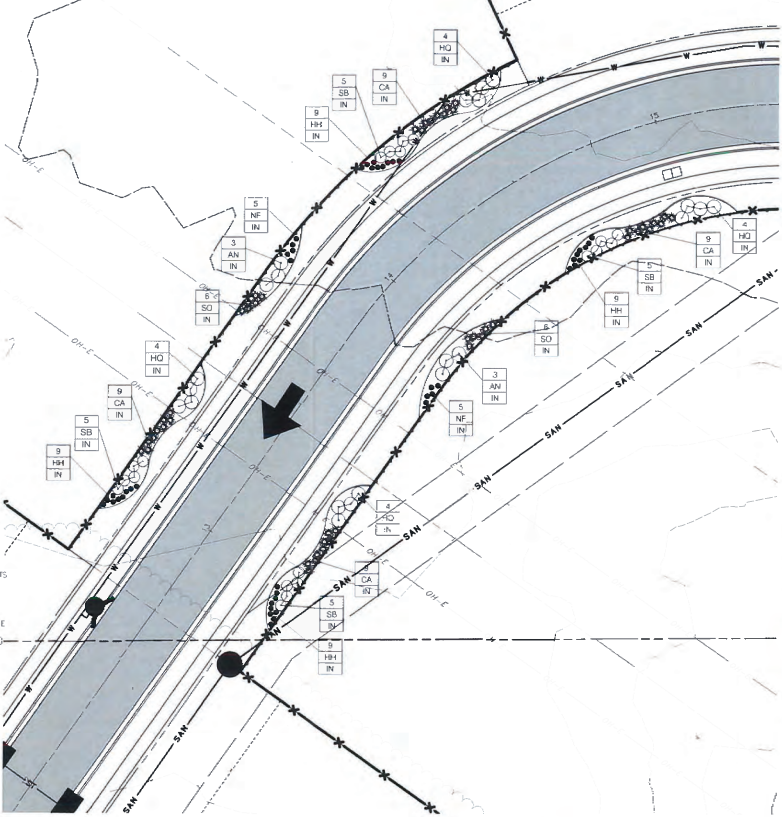
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APPENDIX E

LANDSCAPE PLAN & DESIGN CONCEPTS



SYMBOL	DESCRIPTION	PLANT QUANTITY	PLANT TYPE	PLANT LOCATION
TR	REQUIRED TREE REPLACEMENT	1	AG	ST
IN	INTERIOR PLANTING			
ST	STREET TREE PLANTINGS			

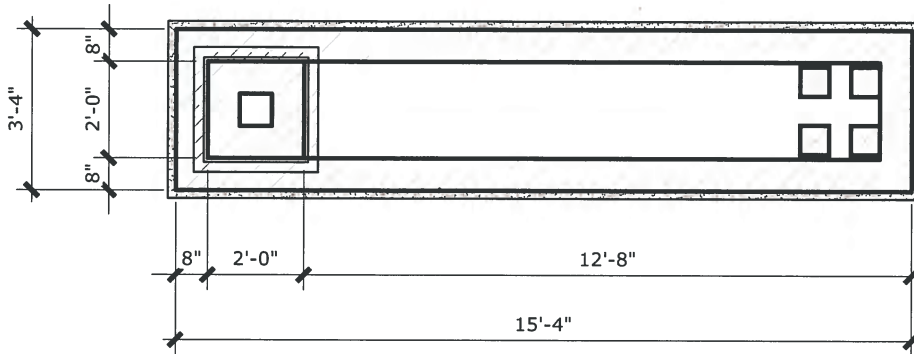
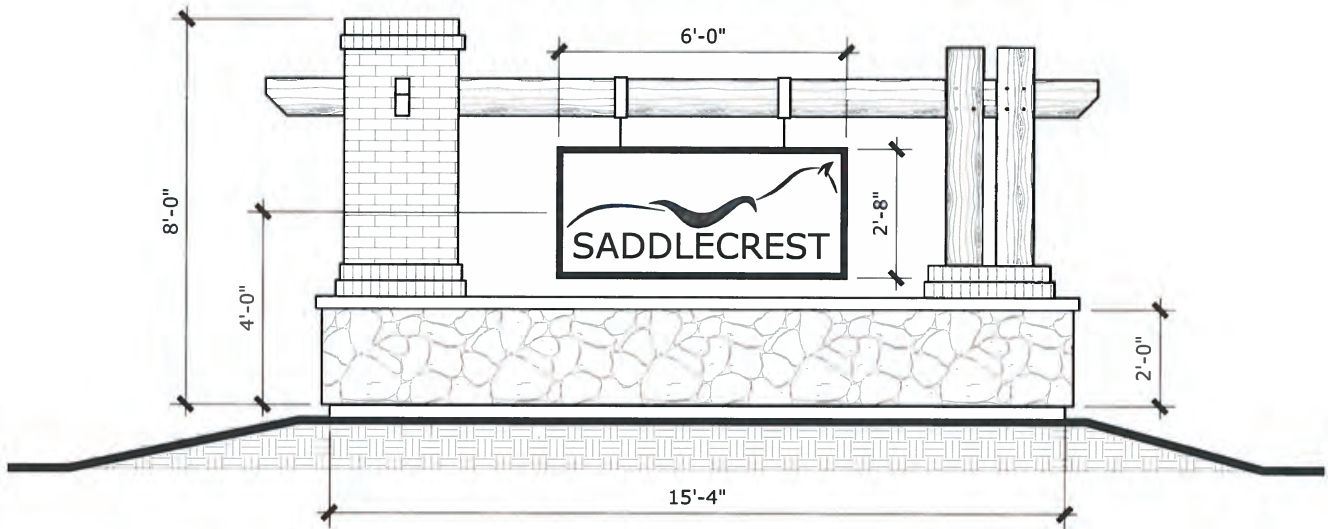


- GENERAL LANDSCAPE NOTES:**
- ALL CONSTRUCTION METHODS AND MATERIALS MUST CONFORM TO CURRENT STANDARDS AND SPECIFICATIONS OF THE FEDERAL, STATE, COUNTY, CITY, OR LOCAL REQUIREMENTS, WHICHEVER HAS JURISDICTION.
 - THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS IN THE FIELD PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FIELD DIMENSIONS AND ELEVATIONS DURING THE ENTIRE CONSTRUCTION SCHEDULE. IF ANY DISCREPANCIES ARE FOUND IN THESE PLANS FROM ACTUAL FIELD DIMENSIONS, THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY.
 - CONTRACTOR SHALL MAINTAIN ONE SET OF AS-BUILT/RECORD DRAWINGS ON THE JOB SITE DURING CONSTRUCTION FOR DISTRIBUTION TO THE OWNER AND/OR OWNER'S REPRESENTATIVE UPON COMPLETION.
 - NO CHANGES TO THE SITE LANDSCAPE LAYOUT ARE ALLOWED WITHOUT THE WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT.
 - CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUALITY AND QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING AS SHOWN ON DRAWINGS.
 - ALL MATERIAL SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE CURRENT "AMERICAN ASSOCIATION OF NURSERIES STOCK AND 2001-2014", PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERMAN.
 - NO PLANT SHALL BE PUT INTO THE GROUND BEFORE ROUGH GRADING HAS BEEN FINISHED AND APPROVED.
 - ALL PLANTS SHALL BE PLANTED SO THAT THE ROOT CROWN IS PLANTED AT GRADE LEVEL.
 - ALL PLANTS SHALL BE BALLED AND WRAPPED OR CONTAINER GROWN AS SPECIFIED. NO CONTAINER GROWN STOCK WILL BE ACCEPTED IF IT IS ROOT BOUND. ALL ROOT WRAPPING MATERIAL MADE OF STEEL OR PLASTIC SHALL BE REMOVED AT THE TIME OF PLANTING. TWINE OR ROPE SHALL BE REMOVED FROM AROUND CROWN OF TRUNK TO PREVENT GRINDING OF TREE OR SHRUB.
 - WITH CONTAINER GROWN STOCK, THE CONTAINER SHALL BE REMOVED AND THE CONTAINER BALL SHALL BE CUT THROUGH THE SURFACE IN TWO VERTICAL LOCATIONS.
 - PLANT MATERIAL TO BE INSTALLED TO MAINTAIN 4" MULCH EDGE AT MATURE GROWTH ADJACENT TO ALL LANDSCAPES.
 - THE DAY PRIOR TO PLANTING, THE LOCATIONS OF ALL TREES AND SHRUBS SHALL BE STAKED FOR APPROVAL BY OWNERS.
 - THE LANDSCAPE CONTRACTOR SHALL REFER TO CONTRACT SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
 - THE LANDSCAPE CONTRACTOR SHALL GUARANTEE NEW PLANT MATERIAL THROUGH ONE (1) CALENDAR YEAR FROM THE TIME OF SUBSTANTIAL COMPLETION OF PROJECT. ALL DEAD, DAMAGED OR MISSING LANDSCAPE MATERIALS WILL BE REPLACED PER THE CITY OF CANAL WINNESTON.
 - IF THERE IS A DISCREPANCY BETWEEN THE PLANS AND THE PLANT SCHEDULE, THE PLANS SHALL TAKE PRECEDENCE.
 - CONTRACTOR SHALL REPAIR ANY DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO OWNER.
 - STATES AND OR GUY WIRES SHALL BE REMOVED AFTER ONE (1) YEAR OF INSTALLATION.
 - ALL EXISTING LANDSCAPING SHALL BE MAINTAINED DURING CONSTRUCTION. ANY NATURAL EXISTING DEAD OR UNSATISFACTORY BY LANDSCAPE ARCHITECT WILL BE REPLACED EQUIVALENT IN SIZE AND SHAPE AT NO COST TO OWNER.
 - IF PLANT SPECIES SPECIFIED ARE FOUND TO BE UNAVAILABLE OR NOT IN SUFFICIENT QUANTITIES AT TIME OF PLANTING, THE CONTRACTOR MAY SUBSTITUTE SPECIES UPON WRITTEN APPROVAL BY LANDSCAPE ARCHITECT.

OVERALL PLANTING SCHEDULE

LEGEND	KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS	HEIGHT AT MATURE	SOIL AT DELIVERY
AS	4	Ace saccharina	Green Mountain Sugar Maple	12-12" Cal. 10-10"	Deciduous Tree		25'	25'
AM	1	Amorpha fruticosa	Suburn Blotch	12-12" Cal. 10-10"	Deciduous Tree		12-15'	12-15'
AN	8	Aronia melanocarpa	Black Chokeberry	12-12" Cal. 10-10"	Deciduous Shrub		4-5'	4-5'
CA	42	Callunetia x alacuta	Kent Blueberry	12-12" Cal. 10-10"	Deciduous Shrub		3'	3'
HA	24	Hesperaloe parviflora	Red Yucca	12-12" Cal. 10-10"	Perennial		18"	18"
HQ	23	Hesperaloe parviflora	Red Yucca	12-12" Cal. 10-10"	Perennial		3'-4'	3'-4'
HF	10	Hesperaloe parviflora	Red Yucca	12-12" Cal. 10-10"	Perennial		18"	18"
PK	13	Picea canadensis	White Pine	12-12" Cal. 10-10"	Evergreen		4-5'	4-5'
SB	33	Spiraea x vanhouttei	Gold Flame Spirea	12-12" Cal. 10-10"	Deciduous Shrub		2-3'	2-3'
SD	20	Spiraea x vanhouttei	Gold Flame Spirea	12-12" Cal. 10-10"	Deciduous Shrub		2-3'	2-3'

Conceptual Signage



Saddlecrest
Community Entry Feature
8.12.2019

APPENDIX F

SAMPLE DEED RESTRICTIONS

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
AND RESERVATION OF EASEMENTS FOR
(Name of Community)**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR **NAME OF COMMUNITY** ("Declaration") is made this ___ day of _____, 20XX, by GRAND COMMUNITIES, LLC, a Kentucky limited liability company (the "Declarant"), under the following circumstances:

- A. Declarant is the owner in fee simple of certain real property located in _____ County, Ohio, more particularly described in **Exhibit A** attached hereto (the "Property") and desires to create a residential community consisting of single family detached homes with permanent Common Elements (as hereinafter defined) for the benefit of said community; and
- B. Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said Common Elements; and to this end, desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said Property and the subsequent Owners thereof; and
- C. Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an Association to which should be delegated and assigned the powers and duties of maintaining and administering the Common Elements and administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and
- D. Declarant has formed or will form the _____ **Homeowners' Association, Inc.**, as an Ohio not-for-profit corporation (the "Association"), which shall be responsible for the maintenance, management and control of the Common Elements on the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Property described in **Exhibit A** and such Additional Property as may be subjected to the provisions hereof, shall be held, sold and conveyed, subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, and any subdivision plat which includes the Property, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

SECTION 1 **DEFINITIONS**

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

1.1 Additional Property. "Additional Property" means property that may in the future be subjected to the plan provided herein, and consists of all or any part of property determined by Declarant, in its sole and unfettered discretion, as property subject to be part of the Property and subjected to the provisions hereof, and may include any property in the vicinity of, adjacent to or contiguous with property a part of the Property as it is then constituted, provided that, with respect to other property that owner concurs with subjecting the same to the provisions hereof.

1.2 Architectural Guidelines. "Architectural Guidelines" as defined in Section 5 of this Declaration.

1.3 Areas of Common Responsibility. "Areas of Common Responsibility" shall mean and refer to the Common Elements, together with those areas, if any, which by the terms of this Declaration or by contract or agreement become the responsibility of the Association. The office of any property manager employed by or contracting with the Association, if located on the Property, or any public rights-of-way within or adjacent to the Property or regional detention basins adjacent to the Property, may be part of the Areas of Common Responsibility.

1.4 Articles and Articles of Incorporation. "Articles" and "Articles of Incorporation" mean those articles, filed with the Ohio Secretary of State, incorporating the Association under the provisions of Chapter 1702 of the Ohio Revised Code, as the same may be amended from time to time.

1.5 Assessments. "Assessments" mean Base Assessment, Special Assessment, Individual Assessment, Working Capital Assessment, and Capital Contribution Assessment, or any other assessments required by the Declaration or any Supplemental Declaration.

1.6 Association. "Association" means Homeowners' Association, Inc., an Ohio not-for-profit corporation, which owns, operates and maintains the Common Elements, and any successor organization which owns, operates and maintains the Common Elements.

1.7 Base Assessment. "Base Assessment" means the charge established by Section 4.2 of this Declaration.

1.8 Board of Directors. "Board of Directors" means the Board of Directors of the Association or the Board of Directors as established by the Class B Member established pursuant to its Articles of Incorporation, Code of Regulations and this Declaration.

1.9 Builder(s). “Builder(s)” means [REDACTED], a [REDACTED] limited liability company, its successors and assigns, and such other persons and entities as may acquire one or more Lots from Declarant for the purpose of constructing improvements thereon for resale, but only to the extent of such Lots acquired.

1.10 Capital Contribution Assessment. “Capital Contribution Assessment” means as defined in Section 4.7 of this Declaration.

1.11 Class A Members or Class A Membership. “Class A Members” or “Class A Membership” means those members of the Association consisting of all Owners except, during the Development Period, Declarant.

1.12 Class B Member or Class B Membership. “Class B Member” or “Class B Membership” means, during the Development Period, Declarant, as a member of the Association.

1.13 Code of Regulations. “Code of Regulations” means the Code of Regulations of the Association, as the same may be amended from time to time, pursuant to Chapter 1702 of the Ohio Revised Code, a copy of which is attached hereto as Exhibit B and made a part hereof.

1.14 Common Elements. “Common Elements” shall mean and refer to all real property, or any interest therein, together with improvements located thereon, owned by, leased to the Association or granted as an easement to the Association, for the benefit, use and enjoyment of its Members.

1.15 Common Expenses. “Common Expenses” shall mean as defined in Section 4.2 of this Declaration.

1.16 Common Private Driveway. “Common Private Driveway” shall mean and refer to any private road or driveway which is built or installed as part of the original construction or improvement of the Property by the Declarant and/or the Builder to serve more than one (1) Lot; and which may be situated on a dividing line between Lots or partly on one (1) Lot and partly on another Lot, together with any road or driveway which may be specifically designated by Declarant and/or Builder within a Common Driveway Easement, Private Driveway Easement, or a record plat and/or other recorded instrument.

1.17 Common Private Driveway Easement. “Common Private Driveway Easement” shall mean and refer to all private driveway easement(s) located on the Property as shown on any Record Plat, or other recorded instrument. The areas within the easement(s) are sometimes referred to as the Common Private Driveway(s).

1.18 Community-Wide Standard. “Community-Wide Standard” shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard may be more specifically determined by the Board of Directors and Declarant.

1.19 Conservation Easement. "Conservation Easement" shall mean and refer to all conservation easements, if any, located on the Property as shown on any Record Plat or recorded Easement Plat.

1.20 Declarant. "Declarant" means Grand Communities, LLC, a Kentucky limited liability company, its successors and assigns.

1.21 Declaration. "Declaration" means this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for **Name of Community**, as the same may from time to time be amended in the manner prescribed herein.

1.22 Default. "Default" means any violation or breach of, or any failure to comply with, the Restrictions, this Declaration or any other Governing Documents as defined below.

1.23 Development Period. "Development Period" means the period commencing on the date on which this Declaration is recorded in the **County** County, Ohio Recorder's Office and terminating on the earlier to occur of: (i) within thirty (30) days following the date when one hundred percent (100%) of the Dwelling Units which may be built on the Property or Additional Property have been deeded by either Declarant and/or any Builder to a third party purchaser; or (ii) thirty (30) years from the date of recording of the Declaration.

1.24 Dwelling Unit. "Dwelling Unit" means any building or portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single person, a family or family-sized group of persons.

1.25 Governing Documents. "Governing Documents" mean the Declaration, the Record Plat, the Code of Regulations, the Articles of Incorporation, the rules and regulations, if any, the management agreement, if any, entered into between the Association and any professional manager of the Property, and any other basic documents used to create and govern the Property.

1.26 Improvements. "Improvements" means all Dwellings, buildings, outbuildings, sheds, garages and other structures; overhead, aboveground and underground installations, including without limitations, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools, hot tubs, spas, and tennis and all other types of walkways, and recreational courts, fixtures and facilities, including tree houses, play houses, children's recreational equipment or structures, basketball hoops and playground equipment; pet houses, runs, and enclosures; changing of colors or materials; exterior lighting; slope and drainage alterations; roads, driveways, uncovered parking areas and other such areas; fences, mailboxes; trellises, walls, retaining walls, exterior stairs, decks, patios and porches; planted trees, hedges, shrubs and other forms or landscaping; and all other structures or Improvements of every type, constructed or maintained on the Property.

1.27 Individual Assessment. “Individual Assessment” means the charge established in Section 4.5 of this Declaration.

1.28 Landscape and Signage Easements. “Landscape and Signage Easements” shall mean as defined in Section 8.8 of this Declaration.

1.29 Lot(s). “Lot(s)” means each of the parcels of land shown as such upon the Record Plats of the Property.

1.30 Maintenance Standards. “Maintenance Standards” mean those standards adopted by Declarant and/or the Board pursuant to Section 7 of the Declaration as the same may from time to time be amended.

1.31 Members. “Members” means all Class A Members and the Class B Member.

1.32 Occupant. “Occupant” means any person in possession of a Lot or Dwelling Unit whether or not such possession is lawful and shall include but not be limited to, an Owner’s family members, guests, invitees, Tenants and lessees.

1.33 Open Spaces. “Open Spaces” shall mean and refer to all open spaces located on the Property as shown on any Record Plat, which are for the benefit of the Owners in the Subdivision.

1.34 Owner. “Owner” means, with respect to any Lot, the owner of record from time to time, whether one or more persons or entities, of an interest in fee simple, reversion, remainder or leasehold estate of 99 years or more, but shall not include the Association. Such term shall include contract sellers except those having an interest merely as security for the performance of an obligation.

1.35 Private Driveway Easement. “Private Driveway Easement” shall mean and refer to all private driveway easement(s) located on the Property as shown on any Record Plat. The areas within the easement(s) are sometimes referred to as the Common Private Driveway(s).

1.36 Private Storm Sewer Easements. “Private Storm Sewer Easements” shall mean and refer to any easements shown on any Record Plat to provide surface drainage. These areas are for the benefit of all Lot Owners and any applicable governmental authority having jurisdiction over drainage control.

1.37 Property. “Property” means that certain land in [REDACTED] Township, [REDACTED] County, Ohio, more particularly described in Exhibit A to this Declaration. When portions of the Additional Property are subjected to this Declaration pursuant to Section 10 herein, those portions shall then be deemed part of the Property.

1.38 Record Plat. “Record Plat” means a plat of [REDACTED] as recorded in the [REDACTED] County, Ohio Recorder’s records, including any subsequent plats or replats.

1.39 Recreational Facilities. “Recreational Facilities” shall mean any facilities now or hereafter installed on the Property for the benefit of Owners and Occupants, which may include, but not be limited to, swimming pools, bath houses, clubhouses, shelters, ponds, walking trails, gazebos, playgrounds and surrounding areas, and any portions of the Common Elements on which recreation activity is permitted.

1.40 Restrictions. “Restrictions” means all covenants, conditions, restrictions, easements, charges, liens and other obligations provided for in this Declaration, including, without limitation, the Maintenance Standards and all notices, rules and regulations issued in accordance with this Declaration.

1.41 Special Assessment. “Special Assessment” means the charge established by Section 4.4 of this Declaration.

1.42 Structure. “Structure” means:

(a) any thing or object (other than landscaping) the placement of which upon any part of the Property may affect the appearance of the Property, including, without limitation, porch, deck, shed, barn, storage facility, covered or uncovered patio, fence, curbing, paving, wall, signboard or any other temporary or permanent Improvement; and

(b) any excavation, fill, ditch, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any part of the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any part of the Property.

1.43 Subdivision. “Subdivision” means all phases or sections of the Record Plat for [REDACTED], a subdivision in [REDACTED] Township, [REDACTED] County, Ohio, and consisting of all the Property from time to time made subject to the provisions of this Declaration.

1.44 Supplemental Declaration. “Supplemental Declaration” shall mean an amendment or supplement to this Declaration executed by or consented to by Declarant which subjects all or any portion of the Additional Property to this Declaration; imposes, expressly or by reference, additional restrictions and obligations on the land subject to this Declaration.

1.45 Tenant. “Tenant” means any person occupying any Lot pursuant to a written or oral lease agreement with the Owner thereof or with any other person or entity claiming under the Owner.

1.46 Working Capital Assessment. “Working Capital Assessment” as defined in Section 4.6 of this Declaration.

SECTION 2
PROPERTY SUBJECT TO THIS DECLARATION

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

SECTION 3
ASSOCIATION MEMBERSHIP, MEETINGS AND BOARD

3.1 Formation of the Association. The Declarant has caused or will cause to be chartered the Association. The purpose of the Association is to provide for the administrative governance, maintenance, management and upkeep of the Property and to promote the general health and welfare of the Owners and Occupants of the Property.

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

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

Within ninety (90) days after the expiration of the Development Period, the President of the Association shall call a special membership meeting (“Development Period Special Meeting”). At the Development Period Special Meeting, all Declarant appointed Directors shall be deemed removed from office, and the Class A Members, including the Declarant if it is then an Owner, shall elect a Director to fill each vacancy on the Board. The terms of said elected Directors for the initial Class A Member elected board, shall be from one (1) to three (3) years so that in any one (1) year thereafter, one term shall expire. The Director with the most votes shall be the Director who shall serve the three (3) year term. The Director with the next largest total of votes shall serve the two (2) year term and the third Director shall serve a one (1) year term. Additionally, subsequent to the Development Period Special Meeting, all Directors, and their successors, shall be elected by Class A Members and shall be elected for a three (3) year term.

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

3.4 Membership. The membership of the Association shall at all times consist exclusively of Owners. All Owners shall be Members. Membership shall be appurtenant to and may not be separated from such ownership.

3.5 Members Rights and Duties. Each Member shall have the rights, duties and obligations set forth in this Declaration and all amendments duly made hereto in accordance with the terms herein.

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

SECTION 4

ASSESSMENTS

4.1 Creation of Assessments. There are hereby created Assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors, to be

commenced at the time and in the manner set forth in this Section. Types of Assessments are as described below. Each Owner, by acceptance of a deed or recorded contract of sale for any portion of the Property, is deemed to covenant and agree to pay these Assessments.

(a) No Owner may waive or otherwise exempt themselves from liability for the Assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Elements or abandonment of the Dwelling Unit. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Code of Regulations, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

(b) Notwithstanding any provision of this Declaration, the Articles of Incorporation or Code of Regulations to the contrary, Declarant and Builder, until the expiration of the Development Period, shall not be required to pay any Assessments for any recorded, "unoccupied" Lot in which they have the interest otherwise required for Class A Membership. Furthermore, Declarant shall have the right, by written contract, to exempt any party purchasing a Lot not for its own occupancy of a house on such Lot from the liability to pay assessments herein.

4.2 Base Assessment. The Base Assessment shall be levied by the Association against the Owner of each Dwelling Unit or Lot, as provided in Section 4.3 below, to be used currently, and to provide an adequate reserve fund for future use, for the improvement, expansion and maintenance of the Common Elements, including, but not limited to, the payment of real estate taxes on those portions of the Common Elements to which the Association is the record owner; casualty and liability insurance for the Common Elements to which the Association is the record owner and fidelity bonds; the cost of repairing, maintaining and replacing the landscaping in the Common Elements; the cost of supplying water to the Common Elements; the costs of operation, maintenance, improvement, and replacement of the Recreational Facilities, Open Spaces, Landscape Easement Areas and Signage Easement Areas, and retention/detention or other stormwater management facilities; the cost of reasonable reserves for contingencies, replacements and working capital; management fees; organizational costs; legal costs for the enforcement of liens and covenants in this Declaration and all other costs incurred by Declarant or the Board in the exercise of its powers and duties pursuant to this Declaration (collectively "Common Expenses"). The Base Assessment shall be estimated initially in accordance with Section 4.3 of this Declaration. The obligation to pay the Base Assessment shall not in any manner be dependent on or discharged, or otherwise affected by the use or non-use of the Common Elements or Recreational Facilities, or the actual occupancy of any Lot or Dwelling Unit of the Property.

4.3 Computation of Base Assessment. It shall be the duty of the Board, prior to the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget shall include a capital reserve account for the capital replacement, as needed.

(a) The Base Assessment for all Dwelling Units shall commence on the first day of the month following the conveyance of the first Dwelling Unit in the Subdivision from either Declarant or Builder to an individual Owner of a Dwelling Unit.

(b) The Base Assessment to be levied against each Dwelling Unit for the coming year shall be determined by multiplying the total budgeted Common Expenses, including reserves, by a fraction, the numerator of which is the number "1," and the denominator of which is the total number of Dwelling Units or Lots subject to Assessment under Section 4.3(a) above.

(c) Notwithstanding the above, the Board may, in its sole discretion, reduce the Base Assessment determined pursuant to the above formula by taking into account:

(i) Other sources of funds available to the Association; and

(ii) Assessments to be levied upon additional Dwelling Units or Lots reasonably anticipated to become subject to Assessments during the fiscal year.

(d) So long as Declarant has the right unilaterally to annex Additional Property pursuant to Section 10 below, Declarant may elect on an annual basis, but shall not be obligated, to reduce the resulting Base Assessment for any fiscal year by payment of a subsidy; provided, any such subsidy shall be conspicuously disclosed as a line item in the income portion of the Common Expense budget and shall be made known to the membership. The payment of such subsidy in any year shall under no circumstances obligate Declarant to continue payment of such subsidy in future years.

(e) The Board shall cause a copy of the Common Expense budget and notice of the amount of the Base Assessment to be levied against each Dwelling Unit or Lot for the following year to be delivered to each Owner at least fifteen (15) days prior to the beginning of the fiscal year. If, in the event the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined by the Board, the budget in effect for the immediately preceding year shall continue.

4.4 Special Assessment. In addition to the other Assessments authorized herein, and to the extent that the reserve fund is insufficient, the Association may levy Special Assessments for the following reasons:

(a) The amount of any operating deficit incurred in any calendar year may be paid by means of a Special Assessment sufficient in an amount so as to allow the

Association to satisfy such deficit in part or in whole, provided that any such Special Assessment shall have been approved in accordance with Section 4.4(c) below.

(b) To the extent that the capital budget is insufficient, the Association may levy Special Assessments to construct, structurally alter, or replace capital Improvements which are a part of the Common Elements in any fiscal year.

(c) So long as the total amount of Special Assessments allocable to each Lot or Dwelling Unit does not exceed One Hundred Percent (100%) of the Base Assessment for that fiscal year, the Board may impose the Special Assessment. Any Special Assessments which would cause the amount of Special Assessments allocable to any Lot or Dwelling Unit to exceed this limitation shall be effective only if approved by a majority vote of the Members present and voting at a meeting duly called for such purpose. Special Assessments shall be paid as determined by the Board, and the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessments is imposed.

4.5 Individual Assessment. The Association after approval by a majority of the members of the Board shall have the right to assess an individual Lot or Dwelling Unit for any of the following (“Individual Assessment”):

(a) any costs incurred for maintenance or repair caused through the willful or negligent act of an Owner or Occupant or their family, tenants, guests or invitees, including attorney fees, court costs and other expenses incurred; and/or

(b) any costs associated with the enforcement of this Declaration or the Rules and Regulations, if any, of the Association, including, but not limited to attorney’s fees, witness fees and costs, and court costs.

4.6 Working Capital Assessment. At the time of closing on the sale of each Lot from Builder or Declarant to a third party purchaser, the purchaser shall be required to pay an amount established by the Board, or the amount equal to the current annual assessment, as such purchaser’s capital contribution to the working capital of the Association (“Working Capital Assessment”). The Builder or Declarant, in its sole discretion may waive the Working Capital Assessment. The Working Capital Assessment amount shall be determined by the Board of Directors. The Working Capital Assessment shall be used by the Association for its operating expenses. Such Working Capital Assessment is not an advance payment of the Base Assessment or any other Assessment established herein and will not be held in any sort of trust or reserve account. Declarant and Builder shall not be required to pay any Working Capital Assessment as described in this paragraph.

4.7 Capital Contribution Assessment. At the time of closing on the resale of a Dwelling Unit or Lot to a subsequent purchaser, said subsequent purchaser shall be required to pay one hundred percent (100%) of the current Working Capital Assessment as such purchaser’s capital contribution to the working capital of the Association (“Capital Contribution Assessment”). The

Capital Contribution Assessment shall be used by the Association for its operating expenses. Such Capital Contribution Assessment is not an advance payment of the Base Assessment or any other Assessment established herein, and will not be held in any sort of trust or reserve account. Declarant and Builder shall not be required to pay any Capital Contribution Assessment as described in this paragraph.

4.8 Common Surplus. If the Base Assessment collected in any given year is in excess of the actual Common Expenses for that year, the Board may, at its sole discretion (a) return each Owner's share of the Common Surplus; (b) credit each Owner's share of the Common Surplus to each Owner's payment as for the Base Assessment for the following year; (c) apply the Common Surplus to the reserve; or (d) repay any loan obtained by the Board, on behalf of the Association, used to fund any prior year's operating deficit as provided for in Section 4.10 below.

4.9 Payment. Unless otherwise established by the Board, the Base Assessment shall be paid in advance in annual installments not more than ten (10) days after the due dates established by the Board. The Board shall have the power at any time to adopt such billing, collection and payment procedures and payment time schedules as it shall deem appropriate. Additionally, any Special Assessment or Individual Assessment imposed by the Board shall become due upon the date designated in the notice, but not less than thirty (30) days after the mailing of the notice to the Owner by United States mail. **At the time of closing on a Lot or Dwelling Unit from either Declarant or Builder to a third party purchaser, each purchaser of a Dwelling Unit or Lot shall be required to pay the Working Capital Assessment, or a percentage thereof, as provided in Section 4.6 above and a prorated share of the Base Assessment, for the balance of the annual period in which the closing takes place. Further, at the time of a resale closing of a Dwelling Unit or Lot to a subsequent purchaser, such subsequent purchaser shall be required to pay the Capital Contribution Assessment, or a percentage thereof, as provided in Section 4.7 above and a prorated share of the Base Assessment for the balance of the annual period in which the closing takes place.**

4.10 Operating Deficit. If during the Development Period the Association incurs an operating deficit, Declarant, Builder or any other affiliated entity of Declarant ("Affiliated Entity"), may, at its option, loan funds to the Association to fund the deficit. In the event that Declarant, Builder and/or Affiliated Entity elects to fund the deficit, the Association shall execute a loan agreement and promissory note for the benefit of Declarant, Builder and/or Affiliated Entity, as the case may be, the form of which shall comply with the terms and conditions set forth in **Exhibit C** attached hereto and made a part hereof. The Association shall be obligated to repay to the Declarant, Builder and/or Affiliated Entity, as the case may be, any and all monies lent by such entity to the Association in accordance with this Section in order to fund any deficit. Such repayment of monies shall be in accordance with the terms and conditions of said loan agreement and promissory note.

4.11 Books and Records of the Association. The Association shall keep full and correct books of account. The Association shall make available to all Lot Owners and the holders of all first mortgages on Lots, current copies of the books, records and financial statements of the Association upon reasonable request during normal business hours. All funds collected by the

Association shall be held and expended solely for the purposes designated by this Declaration and shall be deemed to be held for the use, benefit and account of the Association and all of the Lot Owners.

4.12 Penalty for Late Payment. For each Lot as to which any installment of any Assessments are not paid within a period of thirty (30) days from its due date, unless otherwise modified by the Board, there shall be added to the installment a penalty of ten percent (10%) thereof, and interest at the rate of twelve percent (12%) per annum, or such other amount established by the Board (or, if less, the maximum rate allowable by law) from the due date on the amount of such installment plus penalty until paid.

4.13 Creation of Lien and Personal Obligation of Assessment. All Assessments shall be a charge and lien on each Lot to the extent and for the period provided in Section 4.14 below, and shall also be the personal obligation of the Owner of each Lot against which they are made.

4.14 Liens. If any Assessment on a Lot is not paid within the period established by the Board pursuant to Section 4.9 herein, the amount thereof together with any interest, costs, penalties and reasonable attorneys' fees thereon shall constitute a lien on such Lot in favor of the Association prior to all other liens and encumbrances whatsoever, excepting real estate taxes and assessments and liens of record in favor of the United States of America, the State of Ohio, and all other political subdivisions or governmental instrumentalities of the State of Ohio to the extent made superior by applicable law, and all bona fide recorded first mortgages and the rights of any first mortgagee who comes into possession of a Lot pursuant to mortgage foreclosure or by deed in lieu thereof. Assessments shall become a lien on a Lot on the date the Board mails written notice of any such Assessment to the Owners of any Lot subject thereto. The Association may perfect the lien by recording a notice of lien with the [REDACTED] County, Ohio Recorder's Office, in any legally recordable form. Nonpayment of any Assessment on a Lot shall be deemed and is hereby declared to be the happening of a condition or event that creates an interest in real estate.

4.15 Evidence of Payment. Upon the request of the Owner or any mortgagee or Tenant of any Lot or any prospective purchaser, mortgagee, or Tenant thereof, the Board or its designated representative shall furnish written evidence of the amount of the Assessments with respect to such Lot for the current year and the amount of any unpaid Assessments, penalty and interest, if any. Such evidence may be conclusively relied upon by any such party and by anyone furnishing any title evidence or opinion with respect to such Lot. The Board may impose a reasonable charge for furnishing such written evidence.

4.16 Enforcement of Lien. Any lien established under this Declaration may be enforced by the Association in the same manner and to the same extent (including appointment of a receiver, foreclosure sale and deficiency judgment) and subject to the same procedures as in the case of foreclosure of a real property mortgage under the laws of the State of Ohio. In any such enforcement proceeding, the amount which may be recovered by the Association shall include all costs of such proceeding, including reasonable attorneys' fees. In any such foreclosure sale, the Association may become the purchaser.

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

SECTION 5 **ARCHITECTURAL REVIEW**

5.1 Architectural Review Committee. The Board, or the Declarant during the Development Period, may appoint an Architectural Review Committee (“ARC”) to review and approve, modify or reject all development, construction, landscaping and site plans involving an Improvement on any Lot pursuant to this Section. If an ARC has not been appointed in accordance with the foregoing, any reference in this Section to ARC shall mean the Declarant during the Development Period or the Board thereafter.

5.2 Alteration of Dwelling Unit and Structures. Except for initial construction of Dwelling Units, accessory Structures and Common Elements by either Declarant and/or Builder, no building, fence, wall, deck or other Structure shall be commenced, constructed, erected, placed, moved onto or permitted to remain on any Lot, nor shall any Dwelling Unit, Improvement and/or Structure on any Lot be remodeled, painted or altered or expanded in any way which changes the exterior appearance thereof, unless detailed plans and specifications therefor shall have been submitted to and approved in writing by the ARC. Such plans and specifications shall be in such form and shall contain such information as the ARC may reasonably require, including but not limited to any or all of the following: a site plan; patio and walkway locations; description of materials; location of lighting; architectural plans including cross-sections, floor plans and elevations; and evidence of conformity with building codes. The ARC shall either approve the plans and specifications, disapprove them, or approve them with conditions or qualifications.

5.3 Approval of Plans and Specifications. The ARC shall approve plans and specifications submitted to it with respect to any Lot (or subdivision of Lots) if it finds that they comply with the requirements of this Section, will further the purposes outlined in this Declaration and meets Architectural Guidelines adopted by the ARC. Upon final approval thereof, a certified copy of the detailed plans and specifications shall be deposited for permanent record with the ARC and a copy bearing the written approval of the ARC shall be returned to the applicant. Approval by the ARC of plans and specifications with respect to any Lot shall not impair the ARC’s right

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

5.4 Architectural Guidelines. The ARC may adopt reasonable architectural guidelines and rules relating to the construction, erection and placement of buildings, fences, walls and structures in order to fulfill its obligations under this Section. Such guidelines and specifications may include but not be limited to building materials, minimum or maximum sizes, dimensions or heights, color schemes, material finishes, locations, setbacks or other reasonable requirements.

5.5 Disapproval of Plans and Specifications. If plans and specifications (whether schematic, preliminary or detailed) submitted to the ARC with respect to any Lot do not comply with the Architectural Guidelines, if any, and the requirements of Section 5.2 as to the information required to be included in the plans and specifications, the ARC shall either disapprove such plans and specifications or approve them subject to such conditions and qualifications as the ARC may deem necessary to achieve compliance. The ARC may refuse to grant permission to construct, place or make the requested Improvement, when:

- (a) the plans, specifications, drawings or other material submitted are, themselves, inadequate to incomplete, or show the proposed Improvement to be in violation of these Declarations, the plat restrictions or any rules, regulations or guidelines adopted by the ARC;
- (b) the design or color scheme of a proposed Improvement or the materials proposed to be used are not in harmony with the general surroundings of the Lot or with adjacent buildings or structures in the sole opinion of the ARC; or
- (c) the proposed Improvement, or any thereof, would, in the sole opinion of the ARC, be contrary to the interest, welfare or rights of all of part of other Owners.

5.6 Failure of the ARC to Act. If the ARC shall fail to act upon any plans and specifications submitted to it within ninety (90) days after submission thereof, such plans and specifications shall be deemed to have been approved as submitted, and no further action by the ARC shall be required. If construction of a Structure is not commenced on a Lot on or before six (6) months from the date of submission of plans and specifications, then such "deemed approval" shall be automatically canceled and a new submission shall be required.

5.7 Violations. If any Dwelling Unit and/or Structure situated upon any Lot shall have been constructed, erected, placed, remodeled or altered other than in accordance with the approved plans and specifications, the ARC shall give notice of a Default to the Owner of the Lot involved, provided, however, that the ARC may, upon such conditions as it may determine, waive any such Default if it finds that such Default does not substantially conflict with the policies of the ARC.

5.8 Enforcement. In the event of a violation of the provisions of this Section, the Association shall have the right to enforce this Section by any proceedings authorized in this Declaration, Code of Regulations or rules and regulations, if any, as well as any other relief available at law or in equity.

5.9 Right of Entry. The ARC through its members, employees, and agents, shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot or the construction, erection, placement, remodeling, or alteration of any Dwelling Unit and/or Structure thereon is in compliance with the provisions of this Section, without the ARC or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

5.10 Fees. Reasonable fees may be charged for the processing of plans and specifications. Such fees may cover the cost of such processing, including inspection costs. Such fees shall be payable at the time of submission of the respective item for approval.

5.11 Approval of Plans by Declarant. Notwithstanding anything to the contrary in this Section, during the Development Period (which may still be in effect even after the Development Period Special Meeting), the plans and specifications for the initial construction of a Dwelling Unit shall be subject only to Declarant's approval and shall not be approved by the ARC.

5.12 No Waiver of Future Approvals. The Approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approvals and consent of such ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

5.13 Variance. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and applicable zoning laws, ordinances and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) stop the ARC from denying a variance in other circumstances. For purpose of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, the terms of any financing, or the initiation of work without the required approval of the ARC shall not be considered hardships warranting a variance.

5.14 Compliance with Guidelines. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the ARC may be excluded by the ARC from the Properties without liability to any person, subject to the notice and hearing procedures contained in the Code of Regulations. Further, if any approval required by this Declaration is not granted in writing with

respect to any item prior to its installation, the respective Owner thereof shall remove promptly the unapproved item or structure, upon request by ARC.

5.15 Non-Liability of Declarant, ARC. Neither the Declarant nor the ARC shall be responsible in any way for any defect in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the ARC or the Declarant does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used or as to the compliance of any plans submitted for approval with these Restrictions, any recorded plat governing the Real Estate or any applicable code, regulation or law.

5.16 Inspection. The ARC and the Declarant may inspect work being performed to assure compliance with this Declaration, the plat restrictions and applicable rules and regulations. However, neither the ARC, nor any member thereof, nor the Declarant, nor any agent or contractor employed or engaged by the ARC or the Declarant, shall be liable or responsible for defects, nonconformity or deficiencies in any work inspected or approved by it or them, or on its or their behalf. Further, no such inspection or approval given by or on behalf of the ARC or the Declarant shall be taken or deemed to be or constitute a warranty or guaranty of the work so inspected or approved.

5.17. No Compensation. Neither the ARC nor any of its members shall be entitled to any compensation for performing its duties or obligations set forth in the Declaration.

SECTION 6 **COVENANTS AND RESTRICTIONS OF USE AND OCCUPANCY**

6.1 Purposes. In order to promote the health, safety and welfare of all Owners, Members and Occupants, and to preserve, beautify and maintain the Property and all Structures thereon as a subdivision of high quality and to preserve and promote a good environmental quality, the following covenants, restrictions and limitations as to use and occupancy are hereby adopted, declared and established. These covenants and restrictions shall hereinafter burden and benefit all Lots on the Property, shall run with the land, be binding on current and successor Lot Owners, for the benefit of all Lot Owners and all Lots on the Property.

6.2 Covenants and Restrictions. The following are the covenants and restrictions and limitations as to use and occupancy to which the Property is hereby subjected:

(a) Land Use. Except as otherwise provided in this Declaration, no part of the Property other than Common Elements shall be used for other than residential housing and any Dwelling Unit constructed on a Lot shall be used only as a residence for a single family. To the extent permitted by law, an Owner of a Lot may use a portion of a Dwelling Unit located thereon for his office, studio or other business or trade purpose provided that the activities therein shall not: (i) interfere with the quiet enjoyment or comfort of any other

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

(b) Other Structures. No Improvements or Structures of a temporary character (trailer, shack, garage, barn or other temporary outbuilding) shall be used or erected on any Lot after the permanent residence on each Lot has been completed. No window-mounted heating or air conditioning units shall be permitted. Improvements or Structures may not be placed on any Lot without the ARC's prior written approval, as provided in Section 5 above. This Section shall not apply to Declarant or a Builder during the initial construction of a Dwelling Unit located on a Lot.

(c) Parking. All Lots shall provide a minimum of two (2) off-street parking spaces, exclusive of garages. No parking spaces, streets or driveways nor any other part of the Common Elements nor any Lot upon which a Dwelling Unit is constructed shall be used for parking of any trailer, truck, boat, or anything other than operative automobiles, motorcycles or scooters, except while loading, unloading or cleaning which shall not exceed forty-eight (48) hours. Any of such vehicles may, however, be stored or parked in an enclosed garage provided such garage door can be completely closed, and remains closed, except during times of ingress and egress from the garage, when such a vehicle is parked therein. The word "trailer" shall include, but not be limited to, trailer coach, recreational vehicle, house trailer, mobile home, automobile trailer, boat trailer, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner

as to permit human use and occupancy, storage, or conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "truck" as used herein shall include and mean every type of motor vehicle other than passenger cars and non-commercial pick-up truck, sports utility vehicle or van which is used as a principal vehicle by an Owner of a Dwelling Unit or his/her family. Notwithstanding the restrictions in this Section, vehicles actively being used for the purpose of construction, delivery or repair work to or upon any Lot or Dwelling Unit may be permitted to be parked on any Lot and street in the Subdivision.

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

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

(d) Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No Lot Owner shall permit anything to be done or kept in a Dwelling Unit or other approved Structure on any Lot that would be in violation of any law. No waste shall be committed in or to any of the Common Elements.

(e) Oil and Mining Operations. No oil drillings, oil development operations, oil refining, quarries or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, water or natural gas shall be erected, maintained or permitted on any Lot.

(f) Garbage and Refuse Disposal. All trash, garbage or other rubbish ("Trash") shall be kept at all times in each Owner's garage, except on the days which it is collected or as otherwise directed and instructed by the Board or Declarant. Any Trash containers

placed outside by the Dwelling Unit Owners to be collected shall only remain outside for a period not to exceed twenty-four (24) hours or in accordance with an alternative schedule determined by the Board or Declarant. Trash removal and/or recycling shall be subject to such other rules and regulations as the Board or Declarant may adopt from time to time.

(g) Antennas. No exterior antenna, receiving dish or similar apparatus of any kind for receiving or transmitting audio or video signals shall be placed, allowed or maintained upon any portion of the Subdivision, including any Lot, unless approved in accordance with the provisions of Section 5 hereof or as otherwise permitted by the Architectural Guidelines; provided, however, no such approval shall be necessary to install the following on a Dwelling Unit: (i) antennae designed to receive direct broadcast satellite services, including direct-to-home satellite services or antennae designed to receive or transmit fixed wireless signals via satellite, that are one meter or less in diameter; (ii) antennae designed to receive video programming services via multi-point distribution services or antennae designed to receive or transmit fixed wireless signals other than via satellite that are one meter or less in diameter or diagonal measurement; or (iii) antennae that are designed and intended to receive television broadcast signals.

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

(h) Signs. No permanent sign shall be permitted on any Lot or building in the Subdivision. An Owner of a Dwelling Unit is permitted to place and maintain a standard "For Sale" or "For Rent" sign on his Lot; provided, however it is of a typical size within the industry. An Owner must obtain the prior written consent of the Board in the event said Owner desires to maintain a "For Sale" or "For Rent" sign which is not of a typical size within the industry. This sign restriction shall not apply to signs used by Declarant and/or Builder or their assigns, while Declarant and/or Builder are selling Dwelling Units in the Subdivision, or to traffic, street names, Common Elements or subdivision identification signs. During the Development Period, Builder may place signage on Open Space or on Common Elements with approval of Declarant. The Board of Directors shall have the right to adopt rules and regulations governing the display and placement of signs in the Subdivision, including, without limitation, imposing reasonable time, place and manner restrictions; provided, however, such restrictions shall not apply to Declarant or Builder during the Development Period. The Board or Declarant may impose a fine of One Hundred Fifty and No/100 Dollars (\$150.00) per day for the display of any sign which violates this provision and is not removed within twenty-four (24) hours after written demand is delivered to the Owner at that Lot. Notwithstanding the foregoing, the provisions of this Section shall not apply to any mortgagee in possession due to foreclosure of a first mortgage or as grantee pursuant to any deed in lieu of such foreclosure.

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

(j) Laundry and Trash. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out to dry or for other reasons or exposed on any part of the Property. No clotheslines shall be located on any Lot. The Property shall be kept free and clear of Trash and other unsightly materials.

(k) Rental of Dwelling Units. The Owners of the respective Dwelling Units or any first mortgagees in possession thereof shall have the right to lease the same subject to the covenants and restrictions in the Declaration and the Code of Regulations and rules and regulations, if any. However, neither a Unit Owner nor any first mortgagee in possession shall lease less than an entire Dwelling Unit nor shall any Dwelling Unit be leased for a term of less than six (6) months. The respective Dwelling Unit shall not be rented for transient or hotel purposes, which shall be defined as (i) rental for any period less than ninety (90), or (ii) any rental if the occupants of the Dwelling Units are provided customary hotel service such as room service or food and beverage, maid service and furnishing of laundry and linen. All leases of any Dwelling Unit shall be in writing. All such leases shall provide that they are subject to all the provisions of the Declaration, the Code of Regulations and the rules and regulations and Architectural Guidelines, if any, and that any failure of the lessee to comply with any such provision shall constitute a default under the lease. In the event that the Tenant or any other Occupant of a Lot violates the Declaration, Code of Regulations, or any rules and regulations or Architectural Guidelines for which a fine is imposed, notice of the fine shall be given to the Owner and the Tenant and such fine may be assessed against the Tenant in accordance with the Declaration and Code of Regulations. If a fine is not paid by the Tenant within the time period established by the Board, the Owner shall pay the fine upon notice from the Association of the Tenant's failure to pay such fine. Unpaid fines shall constitute a lien against the Lot.

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

above, the Board may require the Owner, at any time, to provide it with such information within seven (7) days of the Board's request.

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

(l) Swimming Pools, Hot Tubs and Spas. No above-ground swimming pools shall be constructed, erected, placed or permitted to remain upon any Lot; provided, however, portable or inflatable swimming pools designed for use by small children shall be permitted so long as they are stored out of view when not in use. In-ground swimming pools are permitted provided they are approved pursuant to Section 5 hereof. This Section shall not prohibit the construction, erection or placement of a diving board, slide or other equipment appurtenant to an otherwise conforming swimming pool. Hot tubs and spas shall be permitted on any Lot but must be in-ground or if above ground shall not be visible from the street.

(m) Fencing. No fences shall be erected or built on any part of any Lot between the rear of the dwelling unit constructed thereon and the street in front of the dwelling unit. On a corner Lot, the section or sections of fence running with the side street shall not extend closer to said side street at any point than the dwelling unit on said Lot. Fences erected on said Lot from the rear of the dwelling unit and the back property line shall not be in excess of four (4) feet in height and shall be rustic rail, split rail, decorative PVC, ornamental iron, decorative wood, decorative metal or hedge, or other material approved by the ARC, provided however, that all fences constructed of the aforesaid materials shall be at least fifty percent (50%) open. Non-reflective metal fence may be installed as an integral part of a fence constructed of the aforesaid materials in order to provide a secure enclosure. Notwithstanding the foregoing requirements, the ARC may approve privacy fences or other fences that are not fifty percent (50%) open or fences that exceed four (4) feet in height provided that the ARC finds that the construction and location of such fence and its outward appearance does not adversely affect the visual appearance of the community. The ARC may at its discretion require additional landscaping accompanying such fence improvement. Barbed wire, chain link or similar fences shall be prohibited. Once removed

or altered, any chain link fence in place at the time of the recording of this Declaration, shall only be replaced by permitted fencing. All fences must meet local governmental fence codes and regulations. Entrance designations, Recreational Facilities, fences and any other Structure erected by Declarant, Builder and/or the Association are exempt from this Restriction.

(n) Basketball Goals, Play Areas, etc. No permanent basketball goals shall be attached to any Dwelling or affixed in the ground without the approval of the ARC. No playground equipment, tree houses, trampolines, or similar structures shall be erected on any Lot except in accordance with Rules and Regulations established by the ARC from time to time or as otherwise approved by the ARC. Full size portable goals will be allowed as well as small portable children's goals made of plastic so long as goals are kept away from public streets. These temporary goals shall be kept in the garage when not in use.

(o) Building Setbacks. No building shall be located nearer to any street than the building setback line shown in the Record Plat of the Subdivision, except as constructed by Declarant or Builder. All building setbacks shall comply with zoning requirements established for the Property.

(p) Lawns. No weeds, underbrush or unsightly growths or objects of any kind shall be permitted to remain on any Lot within the Subdivision. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed on a regular basis. Lot areas left in a naturalized state by the Declarant or Builder may be left in such naturalized state by the Lot Owner.

(q) Obligation to Keep Dwelling Unit in Good Condition. Each Lot Owner or Occupant shall keep each his/her Dwelling Unit and all Structures located on his/her Lot in good order, condition and repair and such maintenance, repair, appearance and condition shall comply with the provisions of this Declaration and applicable laws and ordinances.

(r) Mailboxes. Declarant or Builder reserves the right to establish a standard design for mailboxes for use by all Lot Owners. The decision of the type of material to be used by each Owner shall be at sole discretion of Declarant and/or Builder. Lot Owners shall be responsible for maintenance of their individual mailboxes. Declarant and/or Builder may however, waive this right or establish the use of cluster mailboxes.

(s) Additional Restrictions. As the Additional Property is annexed to the Property by means of a Supplemental Declaration, Dwelling Units or Lots within specific phases may be subject to additional covenants, rules and regulations established by Declarant at such time as such Dwelling Units or Lots are annexed to the Property.

(t) Lot Grading. Neither the Owner nor anyone claiming under the Owner shall alter elevations and grades established by Declarant for any building Lot without the prior written approval of Declarant and/or Declarant's designee during the Development Period;

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

(u) Storm Water Detention/Retention Ponds. Except as herein provided, the storm water retention/detention ponds within the Subdivision shall be used for aesthetic amenities and storm water drainage only, no other use thereof, including, without limitation, swimming, ice skating, playing, or use of personal flotation devices, and other recreation, shall be permitted, without the written consent of the Board of Directors. The Association, the Declarant and their respective representatives, agents, employees, officers, trustees or directors, shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the storm water detention/retention ponds or any other body of water located within the Subdivision. No Owner shall have any right to place rocks, stones, Trash, sewage, waste water, debris, ashes or other refuse in any storm water detention/retention pond or any other body of water. Applicable governmental agencies, the Declarant and the Association, shall have the sole right to control the water level of all bodies of water located within the Subdivision and to control the growth and eradication of plants, fowls, reptiles, animals, fish and fungi in and around any storm water retention pond within the Subdivision. Owners shall not be permitted to withdraw water from any storm water detention/retention pond in the Subdivision.

(v) Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Community, except for temporary lines as required during construction. Notwithstanding the foregoing, utility lines or replacement of utility lines existing prior to the development of the Subdivision, special purpose utility lines which would be impractical to locate underground, and utility lines established by the Declarant shall be exempt from this requirement.

(w) Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the ARC.

(x) Garage Sales, Moving Sales, Rummage Sales, etc. No garage sale, moving sale, rummage sale or similar activity shall be conducted by an Owner within the Community without the approval of the Association.

All provisions of the Declaration, Code of Regulations and of any rules and regulations or use restriction promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any

Lot. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, Code of Regulations, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, Code of Regulations and rules and regulations adopted pursuant thereto.

SECTION 7 MAINTENANCE STANDARDS

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

(a) except as otherwise hereinafter provided, or, as may be provided by other recorded documents, the Association shall be responsible for maintenance, repair and replacement of the Common Elements and all Structures thereon;

(b) except as otherwise hereinafter provided, the Association shall be responsible for the maintenance and general upkeep of all lawns and landscaping in the Common Elements owned in fee simple by the Association, which shall include, but not limited to, mulching the landscaping beds, cutting the grass and keeping all lawns and landscaping beds in a neat and orderly manner, the cost of which shall be a Common Expense of the Association;

(c) each Owner shall maintain, repair and replace at their expense all portions of the Common Elements which may be damaged or destroyed by reason of his/her own intentional or negligent act or omission or by the intentional or negligent act or omission of any invitee, lessee, licensee, employee, agent, family member, guest, and/or pet(s) of such Owner; provided, however, in the event an Owner or Occupant damages the Common Elements and fails to maintain, repair or replace the same as provided herein, the Association shall have the right to provide such maintenance, repair and replacement and assess all costs associated therewith as a Specific Assessment against the Lot of such Owner;

(d) the obligation of the Association and of the Owners to repair, maintain and replace the portions of the Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or

replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Property;

(e) notwithstanding the fact that the Association and/or any Owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of any construction guarantee or insurance coverage shall not excuse any delay by the Association or by any Owner in performing its or his obligation hereunder; and

(f) except as otherwise provided above in this Section, each Owner shall maintain, repair and replace at his/her expense all portions of each Dwelling Unit and Structure located on each Lot owned by him/her and all internal and external installations of such Lot such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the boundaries of or serving the Lot.

7.2 Obligation to Keep Premises in Good Repair. Each Owner during his/her period of ownership and, during his/her tenancy, each Tenant leasing a Lot, shall keep each Lot, Dwelling Unit and all Structures thereon owned or leased by him/her in such maintenance, repair and appearance as shall comply with the Maintenance Standards.

7.3 Periodic Inspection. Periodically, the Association may inspect each Lot and the exterior of the Dwelling Unit and all Structures thereon to determine whether each complies with the Maintenance Standards and the Declarant or the Association or such officer, employee agent or representative shall not be deemed to have committed a trespass. After each such inspection, the Association shall, if any defects are found, issue an inspection report to the Owner with a copy to the Tenant, if applicable, listing such defects, if any, and the reasonable time within which they may be corrected. Such Owner shall correct such defects or cause them to be corrected within such reasonable period as is stated in the inspection report. In the event that an Owner fails to correct such Default(s), the Association shall have the right to enter such Lot to cure such Default(s) as provided in Section 11.3 hereof and all costs associated therewith shall be a Specific Assessment against the Lot.

7.4 Drainage Swales. Neither the Owner nor anyone claiming under the Owner shall, except in an emergency, alter the location or grade of any open storm water drainage way on any Lot without the prior written consent of the Association. If altered, such Owner shall correct the alteration or cause it to be corrected within a reasonable period. In the event that an Owner fails to correct, the Association shall have the right to enter such Lot to cure as provided in Section 11.3 hereof and all costs associated therewith shall be a Specific Assessment against the Lot.

7.5 Right of Entry. Declarant and the Association, through its authorized officers, employees, and agents, shall have the right to enter upon any Lot and/or Structure at all reasonable

times and upon reasonable advance notice for the purpose of making inspections required by this Section without Declarant or the Association or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such entry or such action or actions. Any bona fide utility company, through its authorized officers, employees, and agents, shall have the right to enter upon the Common Elements or upon any utility easements located on any Lots, for the purpose of installing, repairing or servicing any of its equipment, or for reading meters, without Board approval; provided, however, that if any such activities by the utility require alteration to or displacement of any waterscaping, landscaping, grass, sidewalks, fences, garages, or other Structures, then the prior approval of the Board shall be required.

7.6 Failure to Comply. Failure to comply with the Maintenance Standards or to correct the defects listed in any inspection report issued by the Association or to pay any fee hereunder shall constitute a Default, in which event Declarant or the Board shall have the right to enforce this Section by any proceedings authorized in this Declaration, Code of Regulations or rules and regulations, if any.

SECTION 8 **COMMON ELEMENTS AND EASEMENTS**

8.1 Description of Common Elements. The Common Elements in the Subdivision shall include, but not be limited to: the Recreational Facilities; Open Spaces; Landscape and Signage Easements; Private Storm Sewer Easements and any other easements for open space, landscaping areas and mounding, water retention/detention basins, common area utility easements, storm sewer and surface water drainage easements, water main easements, sanitary sewer easements, preservation areas, and private drainage easements; all as are or may be located, described and shown on the Record Plats (collectively, the "Common Elements"). Declarant and/or Builder may also create other Common Elements not now in existence but that might in the future be added, located and shown on any subsequent Record Plat to be recorded and creating additional Lots to be subjected to this Declaration.

8.2 Rights of Enjoyment in Common Elements. Except as herein otherwise provided, each Owner shall have a right and nonexclusive easement for use and enjoyment of the Common Elements, and such right and easement shall be appurtenant to, and shall pass with the title to his/her Lot. Each Tenant shall have a nontransferable right to use and enjoy the Common Elements, which right shall terminate when such person ceases to have the status of a Tenant. Such rights and privileges shall be subject, however, to the following:

- (a) The right of the Board, with the approval of sixty-seven percent (67%) of the Class A Members, to borrow money in aid thereof to mortgage the Common Elements for the purpose of constructing, equipping, improving and maintaining the Common Elements, notwithstanding the foregoing, during the Development Period, the approval of the Class B Member is also required.

(b) The right of the Board to adopt, enforce and amend Rules and Regulations pertaining to the use of the Common Elements, including regulations limiting guests of Owners and Tenants who may use the Common Elements at any one time.

(c) The right of the Board to suspend the right of any Owner or the privilege of any Occupant to use the Common Elements that are recreational in nature as determined by the Board for any infraction of the Rules and Regulations relating to the Common Elements for a period not to exceed sixty (60) days for each such infraction, or for nonpayment or delinquency of the Assessments against such Owner's Lot for a period not to exceed the period of such nonpayment or delinquency.

(d) Such rights as the Board may have to grant easements or rights of way to any public utility corporation or public agency.

(e) The right of the Association to transfer or convey title to all or any portion of the Common Elements upon the approval of the Owners of at least two-thirds (2/3) of the Lots and the consent of Declarant;

(f) All applicable provisions of valid agreements of the Association relating to the Common Elements.

(g) Such rights as the Board may have under the Declaration to convey or lease all or any part of the Common Elements.

(h) All other easements, restrictions and rights to which the Property is subject.

(i) The right of the Association to grant permits, licenses, and easements over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property, or the benefit of the Association.

(j) Such easements and rights reserved or granted within the Declaration to Declarant and/or Builder.

8.3 Subordination to Mortgage or Other Lien. The rights and privileges provided in this Section shall be subordinate to any mortgage or other lien given by the Association for the purposes of acquiring, improving or maintaining the Common Elements.

8.4 Conveyance of Common Property by Declarant to Association; No Implied Rights. Upon final construction of Improvements in the Common Elements described in this Section, Declarant covenants to convey by quitclaim deed all of its right, title and interest in and to said Common Elements to the Association and all such right, title and interest in and to said items shall then be the property of the Association. As to any Common Facilities located entirely or partially on any one or more of the Lots, the Owners of such Lots shall have only nonexclusive

easement rights to use such facilities as described in Section 8 of this Declaration. Declarant may transfer or convey to the Association at any time and from time to time any personal property and any interest in improved or unimproved real property. Such conveyance shall be deemed to be accepted by the Association upon delivery of any personal property or upon recordation of an instrument of conveyance of any interest in real property, and the property shall thereafter be Common Elements to be used and maintained by the Association for the benefit of its Members. The Association shall accept "as is" the conveyance of such property without any representation or warranty, express or implied, in fact or by law, with respect thereto, including, without limitation, representations or warranties of merchantability or fitness for the ordinary or any particular purpose, and without and representations or warranties regarding future repairs or regarding the condition, construction, accuracy, completeness, design, adequacy of the size or capacity in relation to the utilization, or the future economic performance or operations of, or the material or furnishing which has been or will be used in such property or repairs. By acceptance of title to any Common Elements, the Association and all Owners release Declarant from any claims, and warrant that no claim shall be made by the Association or any Member or Owner relating to the condition, construction, design, capacity, operation, use accuracy, adequacy or completeness of such property or repairs or for incidental or consequential damages arising therefrom. So long as Declarant owns any property primarily for development and/or sale in the Subdivision or has the right unilaterally to annex Additional Property to the Declaration, Declarant may, upon written notice to the Association, require the Association to reconvey to Declarant all or any portion of the Common Elements, improved or unimproved, at no charge to Declarant, without a vote of the Members of the Association, if all or any portion of the Common Elements are: (a) found by Declarant to have been conveyed in error; (b) needed by Declarant to make adjustments in property boundary lines; or (c) reasonably determined by Declarant to be needed by Declarant due to changes in the overall scheme of development for the Subdivision.

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

8.5 Conveyance or Lease of Common Elements. Upon authorization by the Board and the Class B Member, the Association may at any time convey or lease all or a part of the Common Elements to any public agency, authority, or utility or to any private entity, upon such terms and conditions as shall be agreed upon by the other party and Board, including, without limitation, terms and conditions providing for the use of such Common Elements by the public in general and terms and conditions pertaining to the maintenance and repair of such Common Elements and the assessments of Owners and/or Tenants for the costs of such maintenance and repair.

8.6 Use of Common Elements by Declarant and Builder. Declarant and Builder and their affiliates and associates shall have the same rights of use and enjoyment of the Common Elements as the Class A Members during the Development Period, and shall have the right to use the Common Elements for promotional, sales and similar purposes until all of the Dwelling Units have been sold. Declarant specifically reserves the right to use, or allow its affiliate Builder to use, part of the clubhouse or Recreational Facilities, if applicable, as a sales office during the Development Period.

8.7 Easements.

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

(b) The Association may hereafter grant easements for utility purposes for the benefit of the Property or other reasons, including but not limited to, the right to install, lay, use, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the Common Elements, and each Owner hereby grants the Association an irrevocable power of attorney to execute, acknowledge, deliver and record, for and in the name of such Owner, such instruments as may be necessary to effectuate the foregoing.

(c) Declarant hereby reserves easements and the right to grant easements on, over and across certain Lots for open space, landscaping mounding and monument areas and for the installation, maintenance, use, repair and replacement of underground utilities, public utilities, water detention basins, storm sewer, sanitary sewer and surface water

drainage easements, water mains, preservation areas and private drainage easements, and building setbacks, specifically as shown on the Record Plats now or hereinafter recorded for the Subdivision, and to cut and grade slopes in and along Lot boundaries at streets and drives built within the Property. The foregoing easements shall not be used for recreations purposes but are reserved for such aesthetic or utility purposes as indicated by the nature of the easement.

(d) All easements and rights described in the Declaration are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on Declarant, its successors and assigns, and any Owner, purchaser, mortgagee and other party now or hereafter having an interest in the Property, or any part or portion thereof. After the Development Period, the Association shall be deemed to be the successor of Declarant and, as such, shall be deemed to be the grantee of said easements provided in this Section, and shall hold such easements for the use, benefit and enjoyment of all Lot Owners in the Subdivision. All notes on the Record Plat that are pertinent to the specific easements set forth herein are incorporated herein by reference.

8.8 Landscape and Signage Easement. A non-exclusive and irrevocable easement is hereby created, for the benefit of the Association or its designees, on, over and across those Lots identified on any Record Plat, or other recorded instrument, as “Landscape and Signage Easement,” for the sole purpose of installing, maintaining and replacing any and all landscaping, monuments, and signage located on the Landscape Easement Areas and Signage Easement Areas.

8.9 Common Private Driveway Easements. The Lots sharing a Common Private Driveway Easement shall be subject to and benefited by a perpetual non-exclusive easement for ingress and egress over the Common Private Driveway. The Owners of such Lots shall use the Common Private Driveway situated on the easements with due regard for the rights of any other Owner and its use of such driveway. No Owner shall use or permit the use of the driveway in a manner which impairs the right of way of any other Owner to its use, nor shall any Owner park or store vehicles or personal property on, or obstruct or encroach upon, or permit the use of, or permit the obstruction of or encroachment upon, the Common Private Driveway in any manner whatsoever without the concurrence of all Owners entitled to use the Common Private Driveway. The Owners using the Common Private Driveway shall share equally in the expense and costs of maintaining, improving and repairing the Common Private Driveway, except that any damage other than ordinary wear and tear caused by any Owner, or any party claiming through such Owner, whether by negligence or willful misconduct, shall be repaired at the expense of such Owner. The driveway shall be maintained in good order and repair and in a condition substantially similar to that of its original construction. Upon conveyance of a Lot, the grantor of such Lot shall be, as of the closing date for such conveyance, relieved of the obligation to share in the expense and cost of future maintenance and repair imposed hereby, and those obligations shall bind thereafter the grantee of said conveyance. The grantor shall, however, be obligated personally during and after his/her period of ownership for expenses and costs incurred for maintenance and repair during his/her period of ownership of the Lot. Maintenance expense of the Common Private Driveway

shall also include snow plowing if a majority of Lot Owners served by a Common Private Driveway agree to incur expenses for snow plowing services. The obligations and responsibilities for the enforcement of the provisions contained within this Section shall fall upon the Lot Owners served and benefited by the Common Private Driveway and shall not be an obligation or responsibility of the Association. The obligation of an Owner of a Common Private Driveway to share in the cost and expense of maintaining a Common Private Driveway, is separate and distinct from the obligation of such Owner to pay other Assessments levied pursuant to this Declaration.

8.10 Easements to Other Residents. Declarant may designate that certain owners of real property outside of the Property and such other persons as Declarant may designate, shall have an easement of enjoyment in and over the Common Elements or specific Common Elements, and the facilities located thereon, to the same extent as any Owner, subject to the provisions of Section 8.2. Such individuals shall be subject to the Rules and Regulations of the Association concerning the use of said Common Elements, but shall not be subject to Assessments by the Association. The Association may, if appropriate, and at the sole discretion of the Board of Directors, charge a fee to such individuals for the use of such Common Elements, including the Recreational Facilities.

SECTION 9 **MAINTENANCE**

9.1 Association's Responsibility. The Association shall maintain and keep in good repair the Areas of Common Responsibility, such maintenance to be funded as hereinafter provided. The Areas of Common Responsibility shall include, but need not be limited to, entry landscaping and signage easements; water retention/detention basins; Common Element utility easements, storm sewer and surface water drainage easements; preservation areas; all landscaping and other flora, Structures, and Improvements, including any private streets, situated upon the Common Elements; landscaped medians within public right-of-way throughout the Property; the Recreational Facilities; and such portions of any Additional Property included within the Areas of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, or by a contract or agreement for maintenance thereof by the Association. The Association may maintain other property which it does not own or share in the maintenance of Property it does not own, including, without limitation, property dedicated to the public or property owned by another homeowners' association, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

(a) There are hereby reserved to the Association blanket easements over the Property as necessary to enable the Association to fulfill responsibilities under this Section.

(b) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Areas of Common Responsibility shall be a Common Expense to be allocated among all Units as part of the Base Assessment, subject to the right of the Association to seek reimbursement from the Owner(s) of, or other persons responsible for, certain portions of the Areas of Common Responsibility pursuant to this Declaration, other recorded covenants, or agreements with the Owner(s) thereof; provided,

however, in the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the Occupants, family, guests, lessees or invitees of an Owner, then the Association may perform such maintenance, repair or replacement and all costs thereof, not paid for by insurance, shall be assessed against the Lot of such Owner as a Specific Assessment. All maintenance by the Association shall be performed consistent with the Community-Wide Standard.

9.2 Owner's Responsibility. Each Owner shall maintain his or her Dwelling Unit and all Structures, and other Improvements comprising the Dwelling Unit. Owners of Dwelling Units adjacent to any roadway within the Property shall maintain driveways serving their respective Dwelling Units, whether lying within the Owner's Lot boundaries or not, and shall maintain and irrigate landscaping on that portion of the Common Element, if any, or right-of-way between the Dwelling Unit boundary and the back-of-curb of the adjacent street. All maintenance required by this Declaration shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants. In addition to any other enforcement rights available to the Association, if any Owner fails properly to perform his or her maintenance responsibility, the Association may enter such Owner's property and perform the required maintenance. The costs and expense of such maintenance shall be charged to the Owner thereof as an Individual Assessment in accordance with Section 4.5; provided, however, when entry is required other than due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

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

SECTION 10

COVENANT FOR STAGED DEVELOPMENT

10.1 Staged Development. Declarant reserves the right at any time within the Development Period to remove any portion of the Property, annexed to the Property by Declarant, from the scope of the Declaration or to make subject to or annex any portion of the Additional Property to this Declaration without the consent of the Members of the Association. However, Declarant is not bound to annex any of the Additional Property to this Declaration, and until such time as any of the Additional Property is annexed, the same shall not be subject to the provisions of this Declaration. Declarant shall have the right and power, but neither the duty nor the obligation, in its sole and unfettered discretion, to subject all or any part of the Additional Property to the provisions hereof at any time and from time to time by executing and recording with the Recorder of [REDACTED] County, Ohio, an amendment to this Declaration or a supplemental declaration specifying that such Additional Property is part of [REDACTED]. Such an amendment shall not require the joinder or signature of the Association, other Owners,

mortgagees, or any other Person. In addition, such amendments to this Declaration or supplemental declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions as may be necessary or appropriate, as determined by Declarant, to reflect and address the different character or intended development of any such Additional Property.

10.2 Total Dwelling Units. The total number of Dwelling Units or Lots for the Property and the Additional Property shall not exceed the total number of Dwelling Units and Lots authorized by the zoning authority having jurisdiction over the development of the Property.

10.3 Supplemental Declaration for Staged Development. Owners of Lots subject to such amendment or supplemental declaration shall be Owners as defined by this Declaration.

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

SECTION 11 **ENFORCEMENT**

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

Costs incurred by the Association in exercising any of its rights with respect to any Lot shall be a binding personal obligation of the Owner thereof which shall be payable on demand. If the Owner fails to pay such costs within thirty (30) days after demand, the Association shall enter the amount of the obligation, the name of the Owner as it appears on its records and the description of the Lot in a lien record book to be maintained by the Board at its main office, together with the

date of such entry. The Association shall have a prior lien on such Lot for such amount until paid and such lien shall have priority from the date of such entry over all other liens and encumbrances thereon whatsoever, excepting real estate taxes and assessments, liens of record as of the date of such entry and liens of the United States of America, the State of Ohio, and all other political subdivisions or governmental instrumentalities of the State of Ohio to the extent made superior by applicable law, all bona fide recorded first mortgages and the lien of any first mortgagee who comes into possession of a Lot pursuant to mortgage foreclosure or by deed in lieu thereof. The lien provided in this Section shall be recordable and shall be enforceable as provided in Section 4 hereof.

11.2 Remedies. Nothing contained in this Section shall be deemed to affect or limit the rights of Declarant, Builder, the Association, any Owner, Occupant, or their legal representatives, heirs, devisees, successors or assigns, by appropriate judicial proceedings, to enforce the restrictions, or recover damages for any Default. It is hereby declared that irreparable harm will result to beneficiaries of this Declaration by reason of a Default, and, therefore, each beneficiary shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration, as well as any other relief available at law or in equity.

11.3 Right and Easement of Entry. The Association, through its authorized officers, employees, and agents, shall have the right and easement to enter upon any Lot at all reasonable times and to do anything thereon necessary to perform the action or actions specified in the notice to the Owner to abate, remedy, extinguish, remove or repair a Default, without the Association or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of each entry or such action or actions as are carried out in accordance with the provisions of this Section, provided that no summary abatement or similar procedure may be utilized through non-judicial means to alter or demolish items of construction.

11.4 No Waiver. The failure of Declarant, Builder, the Association, any Owner, Tenant, or their legal representatives, heirs, devisees, successors or assigns, in any one or more instances, to insist upon compliance with any of the Restrictions, or to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such or any similar restriction, right or privilege, including the right to cure Default, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.

11.5 Rules and Regulations. The Board may adopt and enforce, and from time to time amend, reasonable rules and regulations regarding the administration, interpretation and enforcement of the Restrictions (the "Rules and Regulations"). Each such rule and regulation shall be consistent with and designed to further the purposes outlined in this Declaration.

SECTION 12

REAL ESTATE TAXES AND ASSESSMENTS

12.1 Real Estate Taxes. The Owner of a Lot shall be responsible for and shall pay all taxes and assessments, general and special, levied or imposed upon the Lot and its Improvements.

12.2 Common Elements. Taxes and assessments, general and special, charged against the Common Elements which are owned in fee simple by the Association shall be deemed a Common Expense. Assessments charged against the Subdivision shall be paid by the Owners as set forth in Section 4 hereof.

SECTION 13 **INSURANCE**

13.1 Fire, Extended Coverage and Standard "All Risks" Insurance. The Association shall insure all buildings which are part of the Recreation Facilities and any other Common Elements, and may maintain insurance for all other Structures and Improvements now or hereinafter constructed on the Common Elements against any loss or damage by such hazards as are ordinarily insured by a comprehensive, extended coverage and "all-risks" policies issued in the amounts at all times sufficient to prevent the Association from becoming co-insurers under the terms of any applicable coinsurance clause or provision and in no event less than the actual replacement cost of such Improvements, as determined from time to time by the insurer.

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

13.2 Use of Fire Insurance Proceeds. Unless at least sixty-seven percent (67%) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than Declarant or Builder) of the individual lots have given their prior written approval, the Association shall not be entitled to use hazard insurance proceeds for losses to the Common Elements for other than the repair, replacement, improvement or reconstruction of such Common Elements.

13.3 Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all Common Elements, and other areas for which the Association is responsible, and insuring the Association, the Directors, and the Lot Owners and members of their respective families, tenants and occupants, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injury and/or property. This insurance shall include protection against liability for risks arising out of the maintenance of the Areas of Common Responsibility and such other risks as are customarily covered with respect to developments similar in construction, location and use, as determined by the Board. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from

denying the claim for a Lot Owner, tenant or occupant because of negligent acts of the Association, the Board, or other Lot Owners, tenants, or occupants.

13.4 Other Insurance. In addition, the Board may purchase and maintain contractual liability insurance, directors and officers (“D&O”) liability insurance, and such other insurance as the Board may deem desirable from time to time.

13.5 Insufficient Insurance. In the event the improvements forming a part of the Common Elements or any other area for which the Association is responsible, or any portion thereof, shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, the Association shall advance such costs in excess of available insurance proceeds. The amount so advanced by the Association shall become a Special Assessment against all of the Lots, and such Assessments shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of Assessments. The action required to be taken by the Association under this Section shall not require any vote of the Members of the Association.

13.6 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall (i) during any period in which construction activity is underway on any Lot, carry or cause its Builder to carry builder’s risk insurance for the full value of any improvements and other liabilities associated with the ongoing construction activity on the Lot, and (ii) at all other times, carry blanket all-risk casualty insurance on the Lot(s) and any Dwelling and/or other structures constructed thereon. The Board may require all Owners to furnish copies or certificates thereof to the Association. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of any Dwelling or other structure, the Owner shall proceed promptly to repair or to reconstruct the damaged parts of the Dwelling or other structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Section 5 of this Declaration and all applicable zoning, building and other governmental regulations. The Owner shall pay any costs of repair or reconstruction, which are not covered by insurance proceeds. In the event that the Dwelling or other structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Lot in a neat, safe, and attractive condition consistent with the Community-Wide Standard.

13.7 Fidelity Bonds. The Board may obtain as a Common Expense to the Association fidelity bond coverage with respect to any person who either handles or is responsible for funds held or administered by the Association, in an amount no less than the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force; provided, however, the fidelity bond coverage must at least equal the sum of three months’ Assessments on all Dwelling Units on the Property, plus the Association’s reserve funds. A

management agent handling funds for the Association shall also be covered by its own fidelity bond, naming the Association as an additional obligee, at the sole cost of said agent.

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

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

The Association and/or any Owner must provide Declarant with notice and reasonable opportunity to cure any claim by the Association or Owner arising out of or in any way relating to alleged defects by Declarant in developing the Property or for any other claim. If the claim is not resolved to the Association's and/or any Owner's reasonable satisfaction, any such claim, shall be settled by mediation. If within sixty (60) days after service by the Association and/or Owner upon Declarant of a written demand for mediation, the mediation does not result in complete settlement of the dispute, then any unresolved claim shall be settled by binding arbitration. Judgment on any arbitration award rendered may be entered in any court having jurisdiction thereof and shall be binding and conclusive as to all parties and no appeal may be taken by any party.

SECTION 15
DURATION AMENDMENT AND TERMINATION

15.1 Duration. This Declaration and all amendments and supplements thereto, and the Restrictions shall be covenants running with the land and shall bind the Property and every part thereof, and shall (regardless of whether any such beneficiary owns an interest in any lot) inure to the benefit of and be enforceable by, the Board and each Owner and tenant and their legal representatives, heirs, devisees, successors and assigns, and shall continue in full force and effect for thirty (30) years from the date on which this declaration is recorded in the [REDACTED] County, Ohio Recorder's office. Thereafter the restrictions shall be automatically renewed for successive ten (10) year periods unless amended or terminated as provided in this Section.

15.2 Amendment or Termination. In addition to other manners described below, prior to the end of the Development Period, any provision of this Declaration may be amended, in whole or in part, or terminated, by a recorded instrument approved by the Declarant and Owners of at least sixty-seven percent (67%) of all Lots located in the Property. After the end of the Development Period, any provision of this Declaration may be amended in whole or in part or terminated by a recorded instrument approved by the Owners of at least sixty-seven percent (67%) of all Lots located in the Property.

The President of the Board shall determine whether the persons who have approved of any amendments or termination of this Declaration constitute Owners of at least sixty-seven percent (67%) of all Lots. Promptly after the approval of any amendment or termination of any part of this

Declaration, the President of the Board shall cause to be recorded the written instrument of amendment or termination executed in properly recordable form by the President of the Association and, if during the Development Period, Declarant and the certificate of the President of the Association that the Owners of at least sixty-seven percent (67%) of all Lots have approved such instrument.

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

Notwithstanding anything above to the contrary, this Declaration may be amended at any time during the Development Period without the vote of Owners by a written instrument executed by Declarant for any purpose whatsoever; provided, however, that no such amendment shall materially affect any Owner's interest in the Association or right, if any, to use the Common Elements. Each Owner and his or her mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this paragraph.

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

SECTION 16 **MISCELLANEOUS**

16.1 No Reverter. No covenant, condition, restriction or reservation or easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.

16.2 Notices. Any notice required or permitted to be given to an Owner or Tenant by the Board pursuant to the provisions of this Declaration shall be deemed given when delivered personally or mailed by United States Registered or Certified Mail, return receipt requested, postage paid, or delivered in person, including delivery by Federal Express or other reputable commercial courier service, addressed to his or her last address as it appears on the records of the Association. Notices provided for in this Declaration or the Articles or Code of Regulations shall be in writing, and shall be addressed to an Owner at the address of the Lot and to the Declarant and to the Association at the address of their respective registered agent on file with the Secretary of State of the State of Ohio. Any Owner may designate a different address for notices to such Owner by giving written notice to the Association. Owners shall keep the Association advised of their current address and phone numbers where they can be reached. The time period in which a response to any such notice must be given or any action taken with respect thereto, shall commence to run from the date of personal delivery or date of receipt shown on the return receipt. Rejection

or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice sent.

16.3 Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might be. Neither the Association, the Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Property, nor be held liable for loss or damage to property, nor be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and occupants of any Lot, tenants, guests and invitees of any Owner, as applicable, acknowledge that the Association, its Board and committees, Declarant, or any successor Declarant are not insurers and that each Owner and occupant of any Lot and each tenant, guest and invitee of any Owner assumes all risk for loss or damage to persons, to Lots and Dwellings and to the contents of Lots and Dwellings and further acknowledges that the Association, its Board and Committees, Declarant, or any successor Developer have made no representation or warranties nor has any Owner, occupant, tenant, guest, or invitee relied upon any representations or warranties expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire and/or burglar alarm systems or other security systems recommended or installed or any security measures undertaken within the Property.

16.4 Construction. The Board shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

16.5 Invalidity. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

16.6 Headings. The headings of the Sections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

16.7 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular the plural, and vice versa.

16.8 Conflict. If there are conflicts or inconsistencies between the provisions of the laws of the State of Ohio, the Articles of Incorporation, this Declaration, the Code of Regulations, Architectural Guidelines and the Rules and Regulations, it shall be agreed that the provisions of the laws of the State of Ohio, this Declaration, the Articles of Incorporation, the Code of Regulations, the Architectural Guidelines and the Rules and Regulations (in that order) shall prevail.

16.9 Covenants Running with Land. This Declaration and all amendments hereto shall be, and shall be construed as, covenants running with the land, shall be binding upon Declarant,

Builder, any mortgagee, the Association, its Members, each Owner, each Occupant and all claiming under each Owner or Occupant, and shall (regardless of whether or not any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by (i) Declarant, (ii) Builder, (iii) the Association, and (iv) each Owner and all claiming under each Owner.

16.10 Availability of Documents. The Association shall make available to Members, Owners, and lenders, and to holders, insurers, or guarantors of any first mortgage, current copies of the Declaration, rules and regulations, if any, and other rules concerning the Property. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. The Association may charge a reasonable fee to cover the cost of copies.

16.11 Right of Entry. The Association shall have a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance or operation of the Property.

16.12 Condemnation. In the event any Lot or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the net proceeds of any award or settlement shall be the property of the Owner and the holder of the first mortgage, to the extent of their respective interests. Each Owner shall give the holder of a first mortgage on the Owner's Lot timely written notice of such proceeding or proposed acquisition.

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

IN WITNESS WHEREOF, Declarant has caused this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for [redacted] to be executed by its duly authorized officer as of the day and year first above written.

GRAND COMMUNITIES, LLC
a Kentucky limited liability company

By: _____
Name: _____
Title: _____

COMMONWEALTH OF KENTUCKY)
: SS
COUNTY OF BOONE)

The foregoing was acknowledged before me this ____ day of _____, 2019, by Todd E. Huss, as President of Grand Communities, LLC, a Kentucky limited liability company, on behalf of the company.

Notary Public

This instrument prepared by:

Matthew Bernholc / Brad Bury
Attorney at Law
Fischer Homes
3940 Olympic Boulevard, Suite 400
Erlanger, Kentucky 41018
859-344-4350

DRAFT



EXHIBIT A

Insert Legal Description of Initial Property to be subject to Declaration

DRAFT

EXHIBIT B

**CODE OF REGULATIONS
OF**

**ARTICLE 1.
NAME AND LOCATION**

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

**ARTICLE 2.
DEFINITIONS**

Each of the terms used herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for _____ ("Declaration") made by Grand Communities, LLC, a Kentucky limited liability company ("Declarant") dated _____, and of record at the _____ County, Ohio Recorder's Office. The Declaration may be, from time to time, amended or supplemented.

**ARTICLE 3.
MEETING OF MEMBERS**

3.1 Annual Meetings. The first Annual Meeting of the Members shall be held after the incorporation of the Association, on such date as the initial Board shall determine. Each subsequent Annual Meeting of the Members shall be held in the State of Ohio, upon proper notice, at a date, time and place as may be reasonably set by the Board of Directors (hereinafter referred to as "Board" or "Director"). If the day for the Annual Meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Each Annual Meeting shall be open to all Members.

3.2 Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board. Special meetings shall be called by the President upon written request, delivered to the President in person or by certified mail, of Members having at least one-third (1/3) of the voting power of all Members. Upon receipt of this request, the President shall immediately cause written notice to be given of the special meeting to be held on a date not less than ten (10) nor more than thirty-five (35) days after receipt of this request. If written notice is not given to the Members within ten (10) days after the delivery of the request, the Members making the request may call the special meeting and give written notice of it.

3.3 Notice of Meetings. Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days, but no more than thirty-five (35) days before such meeting to each Member entitled to vote thereat. The notice shall be addressed to the Member's address last appearing on the books of the Association, or, supplied by such Member to the Association for the purpose of notice. Such notice shall specify the date, time and place of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notice of the date, time and place, and purpose(s) of any meeting of Members may be waived by any Member, before or after the meeting, by a writing filed with the records of the Association. The attendance of any Member at any meeting without protesting, before or at the beginning of the meeting, the lack of proper notice, shall be deemed a waiver by the Member of notice of the meeting.

3.4 Quorum; Adjournment. Except as may be otherwise provided by law, the Articles of Incorporation, these Code of Regulations or the Declaration, there shall be a quorum at any meeting of Members where Members who hold at least ten percent (10%) of the total voting power of Members in good standing are present, in person or by proxy. For a vote on any matter to be valid, the quorum requirement must be met at the time of completion of that vote. If such quorum shall not be present or represented at any meeting, a majority of the Members entitled to vote thereat, shall have power to adjourn that meeting to a day which is not more than one (1) week from the day the original meeting was called. Notice of the adjournment may not be given if the time and place to which the meeting is adjourned are fixed and announced at the original meeting. When the meeting reconvenes, the quorum requirement shall be lowered to five percent (5%) of the total voting power of the Members in good standing which must be present, in person or by proxy.

3.5 Proxies. At all meetings of Members, each Member may vote in person or by proxy. The person designated a proxy need not be a Lot Owner. All proxies shall be in writing and filed with the Secretary at least twenty-four (24) hours prior to the meeting, except that the Board may waive this time requirement for a particular meeting if the waiver would not delay the meeting and would otherwise be fair and reasonable. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his/her Lot, except as otherwise provided in the Declaration or the Articles of Incorporation. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering a Lot, the presentation to the Board of Directors of a copy of the mortgage containing the proxy designation shall be notice of that designation, and, if the mortgage so states, of the irrevocability of that designation. A proxy shall be void if it is not dated or purported to be revocable without notice.

3.6 Voting by Mail by Association Members. Any Association Member may cast his/her written vote by mail on any proposal voted upon at any meeting of the Members of the Association by sending such written vote to the Secretary of the Association within the period seven (7) days before the date of the meeting. Such written votes shall be filed with the records of the Association and, in no event, shall any action be taken or approved by the Association with the approval of any less than the percentage of voting power required by the provisions of the Declaration or without the consent of any party that is required by any of said provisions. Members who have voted by mail shall not be counted in determining whether the quorum has been met at a meeting of the Members.

3.7 Members. Every Lot Owner shall be a Member of the Association, and such membership shall be appurtenant to and may not be separated from ownership of any Lot. During the Development Period (as defined in the Declaration), the Association shall have Class A Members (being all Owners except Declarant) and a Class B Member (Declarant). At such time as the Class B Membership shall terminate, the Declarant, if it is then a Lot Owner, shall become a Class A Member and continue as such so long as it shall remain a Lot Owner. Class B Membership shall terminate upon the expiration of the Development Period.

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

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

3.9 Order of Business. The order of business at all meetings of Members shall be as follows: (1) calling of meeting to order; (2) roll call, determination of whether there is a quorum; (3) proof of notice of meeting or waiver of notice; (4) reading of minutes of preceding meeting; (5) reports of Officers; (6) reports of committees; (7) election of the Board of Directors (when appropriate); (8) unfinished and/or old business; (9) new business; (10) adjournment.

3.10 Action by Association Members Without a Meeting. Any action which may be authorized or taken at a meeting of the Members may be authorized or taken without a meeting in a writing or writings signed by all Members in good standing which writing or writings shall be filed with the records of the Association. Written notice of any action proposed to be taken by such written consent of Members shall be sent to all parties who are entitled to notices under the Declaration not less than ten (10) days prior to commencing the circulation of the action for written consent among the Members.

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

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

Within ninety (90) days after the expiration of the Development Period, the President of the Association shall call a special membership meeting (“Development Period Special Meeting”). At the Development Period Special Meeting, all Declarant appointed Directors shall be deemed removed from office, and the Class A Members, including the Declarant if it is then an Owner, shall elect a Director to fill each vacancy on the Board. The terms of said elected Directors for the initial Class A Member elected board shall be from one (1) to three (3) years, so that in any one (1) year thereafter, one term shall expire. The Director with the most votes shall be the Director who shall serve the three (3) year term. The Director with the next largest total of votes shall serve the two (2) year term and the third Director shall serve a one (1) year term. Additionally, subsequent to the Development Period Special Meeting, all Directors, and their successors, shall be elected by Class A Members and shall be elected for a three (3) year term.

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

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

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

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

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

ARTICLE 5.
NOMINATION AND ELECTION OF DIRECTORS

5.1 Nomination. Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting of the Members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two or more Members of the Association. The Nominating Committee shall be appointed by the Board at least thirty (30) days prior to each Annual Meeting of the Members, to serve from the close of such Annual Meeting until the close of the next Annual Meeting and such appointment shall be announced at each Annual Meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among Members or non-members. Notwithstanding the foregoing, as long as Declarant has the right to appoint all Directors, Declarant also has the right to nominate all Directors.

5.2 Election. Elections to the Board shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Code of Regulations. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE 6.
MEETINGS OF DIRECTORS

6.1 Annual Organizational Board Meeting. The Annual Organizational Board Meeting shall take place immediately after each Annual Meeting of the Members, at the time and place fixed from time to time by the Board.

6.2 Regular Meeting. Unless waived by the Board regular meetings of the Board shall be held no less than quarterly, on the date and at the time and place fixed from time to time by the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

6.3 Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by a majority of Directors.

6.4 Notice of Meetings; Attendance by Members. Notice of the date, time, and place of organizational, regular, and special meetings of the Board shall be given to each Director by personal delivery, mail, electronic mail, facsimile, or telephone at least three (3) days before the meeting. The notice need not specify the purposes(s) of the any meeting. Notice of the date, time and place of any meeting may be waived by a Director, before or after the meeting, by a writing filed with or entered upon the records of the meeting. Attendance of a Director at any meeting without protesting, before or at the beginning of the meeting, the lack of proper notice shall be deemed a waiver by the Director of notice of the meeting.

No notice need be given to Non-Director Members of organizational, regular, or special meetings of the Board. A Non-Director Member may not attend a Board meeting or may not participate in any such meeting unless given permission to do so by the President of the Board. A Non-Director Member may not vote at a meeting of the Board.

6.5 Waiver of Notice. Any requirement of notice to a Director provided under this Article may be waived by the Director entitled thereto by written waiver of such notice signed by the Director and filed with the Secretary of the Association. Attendance at a meeting is considered waiver of notice.

6.6 Quorum; Adjournment. A simple majority of the Directors then in office shall constitute a quorum for any meeting, provided that the quorum requirement must be met at the time of completion of a vote on any matter for that vote to be valid. Whether or not a quorum is present, a majority of the Directors present at a meeting may adjourn that meeting. Notice of the adjournment need not be given if the time and place to which the meeting is adjourned are fixed and announced at the meeting.

6.7 Voting Power. At any meeting of the Directors at which a quorum is present, all matters shall be determined by a majority vote of those voting on the matter, except as may be otherwise expressly provided in the Declaration and these Code of Regulations. The President may cast an additional vote to break a tie vote on any matter.

6.8 Action Taken Without a Meeting. Any action which may be taken at a meeting of the Board may be taken without a meeting in a writing or writings which may include electronic approval signed by all the Directors, which writing(s) shall be filed with the records of the Board. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE 7.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1 Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Declaration, that are not specifically and exclusively reserved to the Members by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

(a) Adopt and publish Rules and Regulations (as hereinafter defined) governing the use of the Common Elements and the personal conduct of the Members, occupants and their guests thereon, and to establish penalties for the infraction thereof;

(b) Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(c) Obtain insurance coverage not less than that required pursuant to the Declaration;

(d) Enforce the covenants, conditions and restrictions set forth in the Declaration;

(e) Repair, maintain, and improve the Common Elements;

(f) The right of the Board, with the approval of sixty-seven percent (67%) of the Class A Members, to borrow money in aid thereof to mortgage the Common Elements for the purpose of constructing, equipping, improving and maintaining the Common Elements, notwithstanding the foregoing, during the Development Period, the approval of the Class B Member is also required;

(g) Execute any loan agreement and/or promissory note for the benefit of Declarant, Builder (as defined in the Declaration) and/or Affiliated Entity (as defined in the Declaration), as the case may be, the form of which shall comply with the terms and conditions set forth in Exhibit C attached to the Declaration, which shall evidence any loan of funds made to the Association to fund a deficit;

(h) Authorize the repayment to the Declarant, Builder and/or Affiliated Entity, as the case may be, of any or all monies lent by such entity to the Association in accordance with Section 4.10 of the Declaration in funding any deficit;

(i) Suspend the voting rights of a Member during any period in which such Member shall be in Default in the payment of any Assessment levied by the Association, as more fully provided in the Declaration;

(j) Employ a manager, an independent contractor and/or such other employees as it deems necessary, and to prescribe their duties; and

(k) Exercise for the Association all powers, duties and authority vested in or delegated to the Association by provisions of these Code of Regulations, the Articles of Incorporation, or the Declaration not specifically reserved thereby to others, including any powers necessary or convenient to carry out its duties and authority. The powers of the Board shall be construed to be as broad as possible.

7.2 Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any special meeting when such statement is requested in writing by Members representing thirty percent (30%) of each class of Members who are entitled to vote;

(b) Supervise all Officers, agents and employees of the Association, and to see that their duties are properly performed, with the Board having full power to hire and fire;

(c) As more fully provided in the Declaration, to:

- (i) Establish, enforce, levy and collect Assessments as provided in the Declaration;
 - (ii) Give written notice of each Assessment to every Member subject thereto within the time limits set forth therein;
 - (iii) Foreclose the lien against any property for which Assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Member(s) personally obligated to pay the same, or both;
 - (iv) Pay the Association's Common Expenses through the Assessments and/or the borrowing of funds as provided in the Declaration;
- (d) Issue, or to cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;
- (f) Cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
- (g) Cause the restrictions created by the Declaration to be enforced; and
- (h) Take all actions deemed necessary or desirable to comply with all requirements of law and the Declaration.

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

7.4 Rules and Regulations. The Board may adopt and amend rules and regulations (hereinafter, "Rules and Regulations") for the maintenance, use, conservation, and beautification of the Property and for the health, comfort, safety, and general welfare of Members and their families, tenants, and invitees. The Board, or any committee created by the Board, may impose fines on a Member who violates, or whose family members, tenants or invitees violate the Rules and Regulations. The Board may establish a schedule of fines for particular violations of the Rules and Regulations to be paid by any Member who violates such Rules and Regulations. Any fines assessed by the Board shall be due and payable on the date the next installment of any Assessment is due. In the event that a Member shall fail to pay when due any fines assessed by the Board

under this Section, then the amount of the assessed fines, in addition to any and all expenses incurred by the Board in enforcing this Section, including reasonable attorneys' fees to the extent permitted by Ohio law, may be levied as a Special Assessment against the Lot Owner in question and his or her Lot. The levying of a fine against a defaulting or delinquent Member shall not operate as a waiver of any other rights that the Board may have against such Member pursuant to the Declaration or these Code of Regulations. In the event such Rules and Regulations shall conflict with any provisions of the Declaration or these Code of Regulations, the provisions of the Declaration and of these Code of Regulations shall govern.

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

ARTICLE 8.

OFFICERS AND THEIR DUTIES

8.1 Enumeration of Officers. The Association may have a President, Vice-President, Secretary and Treasurer. The Board may create other offices from time to time. The President, Vice-President, Secretary and Treasurer shall be Members, or representatives of the Declarant or Builder.

8.2 Election of Officers. Prior to the Development Period Special Meeting, the Officers of the Association will be elected by the Board of Directors at the Annual Organizational Board Meetings. Thereafter, the Officers of the Association will be elected by the Board of Directors promptly after the Development Period Special Meeting and at each Annual Organizational Board Meeting and the persons so elected shall take office immediately upon election.

8.3 Term. The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year and until a successor is elected, unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

8.4 Special Appointments. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.5 Resignation and Removal. The Board may remove any Officer at any time, with or without cause, by a majority vote of the Directors. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies. A vacancy in any office may be filled by appointment of the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he or she replaces.

8.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall hold more than two (2) offices simultaneously. No person shall

simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.4 of these Code of Regulations, or except by resolution of seventy-five (75%) percent of the Board of Directors. No Officer shall execute an instrument in more than one capacity if the signatures of two or more Officers are required by law, the Articles of Incorporation, the Declaration or these Code of Regulations.

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

(a) President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members and all meetings of the Board and shall see that orders and resolutions of the Board are carried out. The President may sign all legal instruments authorized by and on behalf of the Association.

(b) Vice-President. The Vice-President shall act in the place of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the names and addresses of Members; give each Member a copy of any Rules and Regulations or amendments thereto; and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; keep proper books of accounts, specifying the receipts and expenses, together with records showing the allocation, distribution, and collection of the common profits, losses, and expenses among and from the Members; and shall prepare an annual budget and annual statement of income and expenditures to be presented to the Members at the Annual Meeting, with a copy to be mailed or delivered to each Member.

(e) Reliance on Professional Advice. As long as the Directors and the Officers are acting in good faith, the Directors and Officers may rely upon the advice of professionals hired or retained to advise the Association. It is understood that the Directors and Officers will be unpaid volunteers.

ARTICLE 9. COMMITTEES

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

ARTICLE 10. INDEMNIFICATION PROVISIONS

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

ARTICLE 11. **MISCELLANEOUS**

11.1 Service of Notices on the Board of Directors. Notice required to be given to the Board of Directors or to the Association may be delivered to any Directors or Officer of the Association either personally, via electronic mail with a read receipt requested, or by certified mail addressed to such Director or Officer at his/her residence or business address.

11.2 Service of Notices on Devisees and Personal Representatives. Notice required to be given to any devisee or personal representative of a deceased Owner may be delivered either personally or by certified mail to such party at his, her or its address appearing on the records of the Court within the state of such deceased Owner is being administered.

11.3 Nondiscrimination. No Member (including the Declarant) and no employee, agent, or representative of a Member shall discriminate on the basis of sex, race, color, creed, or national origin in sale or lease of any Lot, or in the use of the Common Elements.

11.4 Nonwaiver of Covenants. No delay or failure on the part of the Board and/or on the part of any Officer in exercising any right, power or privilege or in failing to enforce a covenant, condition, obligation, or a provision contained in the Declaration, Articles of Incorporation, Code of Regulations, or Rules and Regulations shall be or be deemed to be a waiver thereof, or be or be deemed to be a waiver of any subsequent exercise of such a right, power, or privilege, or be deemed to be a waiver of any subsequent violation or breach of such covenant, condition, obligation, or privilege, nor shall any single or partial exercise of any right, power, or privilege preclude any other or future exercise thereof or preclude the exercise of any other right, power, or privilege. All rights, powers, and privileges given hereunder or at law or in equity are cumulative, and any one or more or all of such rights, owners, and privileges may be exercised simultaneously or consecutively.

11.5 Board's Power to Bind. A lawful agreement or determination made by the Board or an Officer, in accordance with procedures established in the Declaration and Code of Regulations, shall bind all Members, their successors and their assigns.

11.6 No Act of Business for Profit. These Code of Regulations shall not be construed to give the Association authority to conduct any act of business for profit on behalf of one or more Members.

11.7 Books and Records. The books, records and papers of the Association shall at all time, during reasonable business hours, be subject to inspection by any Member. The Declaration, Articles of Incorporation, Code of Regulations and Rules and Regulations, if any, shall be available for inspection by any Member at the principal office of the Association or at such other reasonable place as the Board might direct, where copies may be purchased at reasonable cost.

11.8 Fiscal Year. The fiscal year shall begin on the first day of January of every year, except that the first fiscal year of the Association shall begin at the date of incorporation. The commencement date of the fiscal year herein established may be changed by the Board of Directors.

11.9 Execution of Corporation Documents. With the prior authorization of the Board of Directors, all notes, contracts and other documents shall be executed on behalf of the Association by either the President or the Vice-President, and all checks and other drafts shall be executed on behalf of the Association by such Officers, agents or other persons as are, from time to time, by the Board, authorized so to do.

11.10 Conflict. In the case of any conflict between the Articles of Incorporation and these Code of Regulations, the Articles of Incorporation shall control; and in the case of conflict between the Declaration and these Code of Regulations, the Declaration shall control.

11.11 Amendments. These Code of Regulations may be amended from time to time, at any Annual Meeting or special meeting of the Members in accordance with the provisions set forth in the Declaration for amendment thereto. Notwithstanding the foregoing, the Declarant, or any person or entity that the Declarant has designated, must consent in writing to the amendment before the amendment is effective if the amendment is passed during the Development Period.

11.12 Governing Law. The Code of Regulations shall be interpreted and enforced under the laws of the State of Ohio.

11.13 Perpetuities; Restraints on Alienation. If an option, privilege, covenant, or right created by the Code of Regulations shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) rule restriction restraints on alienation, or (c) any other statutory or common law rule imposing time limits, then that provision shall continue only until twenty-one years after the death of the last survivor of the now living decedents of Donald J. Trump.

11.14 Severability. The invalidity of part or all of any provision of the Code of Regulations shall neither impair the validity of nor affect in any manner the Declaration, the Articles of Incorporation or the rest of the Code of Regulations.

11.15 Heirs, Successors and Assigns. These Code of Regulations shall be binding upon and shall inure to the benefit of the Association, the Declarant, the Builder, Members and Members' heirs, successors, and assigns.

11.16 Interpretation. These Code of Regulations shall be interpreted reasonably and in good faith. They should not be applied so strictly so as to thwart justice or common sense. Ohio law shall control. If the Code of Regulations or the Articles of Incorporation are silent on a subject, the Directors may follow the applicable corporation laws of Ohio and shall have all powers given to a board of directors under the applicable corporation laws of Ohio. These Section headings are for convenience only and shall not affect the meaning or construction of the Code of Regulations. A reference to a specific Section without a further identification of the document containing that Section is a reference to a Section in the Code of Regulations. Where the context requires masculine, feminine and/or neuter terminology shall include the neuter, feminine and/or masculine. Any capitalized terms used herein which are not otherwise defined, shall have the meanings as defined in the Declaration.

ADOPTED this _____ day of _____, 2019.

HOMEOWNERS'
ASSOCIATION, INC., an Ohio not-for-profit
corporation

By: _____
Name: _____ Title:

EXHIBIT C

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

1. Type of Note:

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

(a) Demand Note:

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

(b) Open-end Note:

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

(c) Closed-end Note:

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

2. Method of Payment:

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

(a) Installment Plan:

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

(b) Lump Sum Payment:

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

(c) Balloon Payment:

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

3. Interest:

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

(a) Fixed:

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

(b) Variable:

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

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

(c) Compound:

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

(d) Simple:

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

4. Limit on Term:

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

5. Waiver of Defenses:

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

6. Agreement(s) and Note(s) shall contain clauses addressing the following issues:

(a) Order of payment

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

DRAFT

APPENDIX G

UTILITY AVAILABILITY LETTER

August 12, 2019

Mr. David Heedy, P.E.
Civil & Environmental Consultants, Inc.
250 Old Wilson Rd. Suite 250
Worthington, Ohio 43085

RE: Kaplan Tract

Mr. Heedy,

Thank you for your interest in obtaining potable water and sanitary sewer services from the Jefferson Water and Sewer District. The District was established in 1988 and has the exclusive authority to provide services within its jurisdictional area, which includes your property.

After my preliminary review on the plot plan that you submitted, you may require services in excess of our planned capacities. As such, you will need to submit a variance application to determine to what extent there may be additional capacity fees charged that may affect your development. Please submit a development plan once it is available.

I have attached the variance application that you may submit to my attention once completed.

If you would like to discuss this matter or have questions, please contact me.

Respectfully,



Robert A. Stewart, Director

APPENDIX H

EVIDENCE OF CONTROL LETTER

Jefferson Township
Zoning and Building
6545 Havens Road
Blacklick, OH 43004

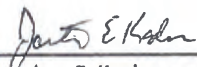
August 2nd, 2019

Re: Kaplan Property (Saddlecrest)

Jefferson Township,

We understand that under Section 620.06 (C) (8) of Jefferson Township's Zoning Resolution, Grand Communities, LLC is required to provide evidence that it has sufficient control over the Kaplan property consisting of approximately 102.22+/- acres, more or less, containing two parcels (170-000008-00 and 170-000054-00) in Jefferson Township, Franklin County, Ohio to proceed with Preliminary Plan and zoning approvals. Pursuant to the agreement between the owners of the Kaplan property and Grand Communities, LLC, please take this letter as evidence that Grand Communities, LLC has sufficient control and can proceed with its application for rezoning, and development plan/text approvals.

Please let us know if you need additional information. Thank you.


Jonathan E. Kaplan

8/7/19
date


Linda M. Kaplan

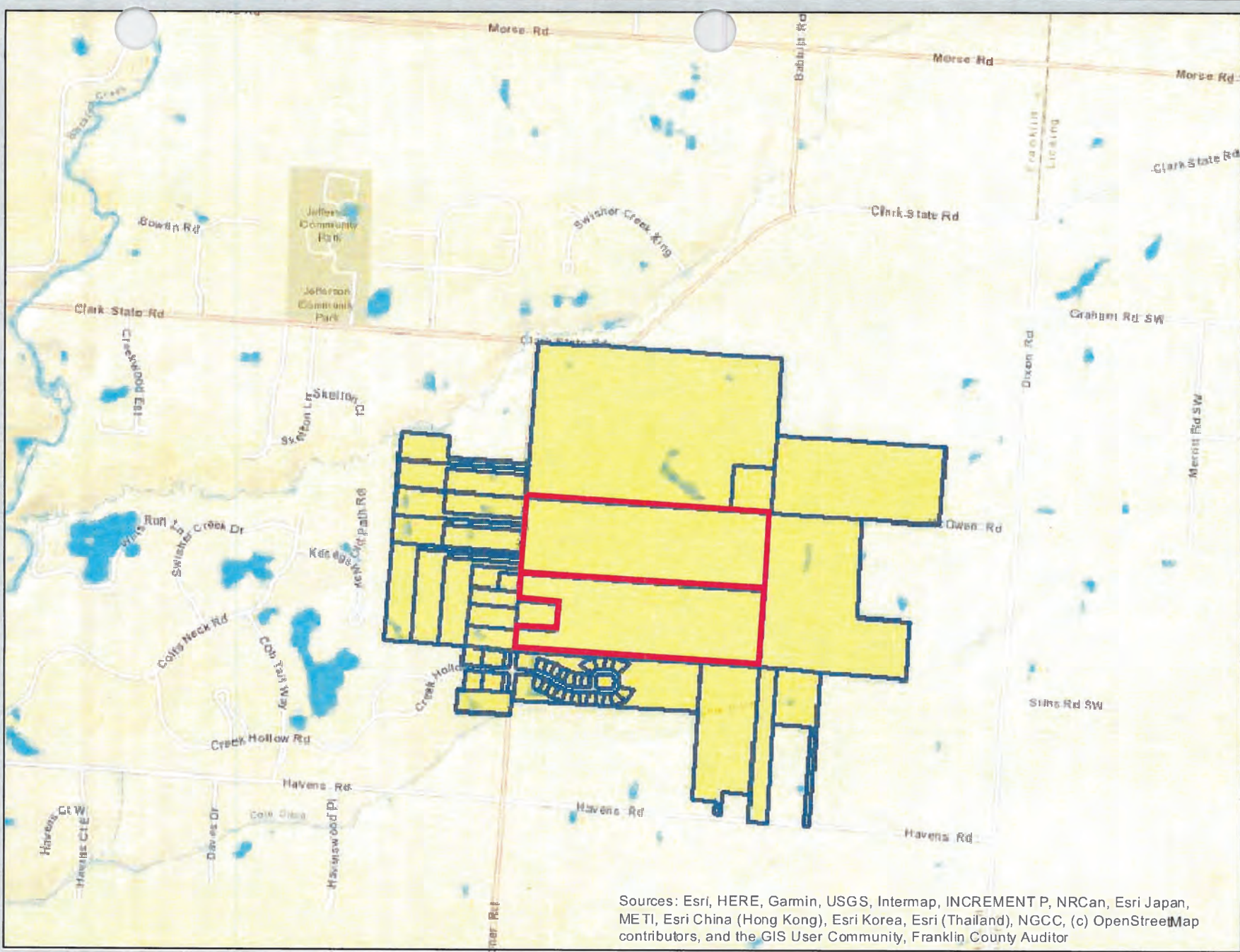
8/7/19
date


Marcie E. Kaplan

8/8/19
date

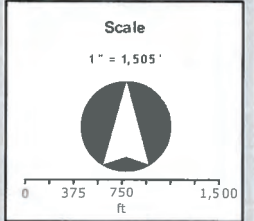
APPENDIX I

ADJACENT OWNERS & ADDRESSES



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, Franklin County Auditor

- Legends**
- Planimetric Legend**
 Source: FC Auditor - 2018 Aerial Photography
- Edge of Pavement
 - Roadway Centerlines
 - Railroad Centerlines
 - Building Footprints
 - Building Under Construction
 - ~ Creeks, Streams, Ditches
 - Rivers & Ponds
- Topographic Legend**
 Source: OSP - 2011 LIDAR Collection
- Spot Elevation
 - Index Contour
 - Intermediate Contour
- Appraisal Legend**
 Source: FC Auditor & Engineer
- Parcels**
- Parcel IDs
 - Parcel Dimensions
 - Lot Numbers
 - Site Address
 - Parcel Boundary
 - Subdivision Boundary
 - Condominium Boundary
- Boundaries**
- County Boundary
 - City, Village, Town Boundary
 - Tax District Boundary
 - School District Boundary
 - Zip Code Boundary



FRANKLIN COUNTY AUDITOR
MICHAEL STINZIANO
 PRINTED: JULY 16, 2019



Disclaimer
 This map is prepared for the real property inventory within the county. It is compiled from records, deeds, survey plats, and other public records and data. Users of this map are notified that the public primary information sources should be considered for verification of the information contained on this map. The county and the mapping companies assume no legal responsibility for the information contained on this map. Please notify the Franklin GIS Division of any discrepancies.

Source:
 The data on this map was originally compiled at 1"=100' based on the Ohio State Plane South Coordinate System, North American Datum 1983 with 2' contours based on the North American Vertical Datum 1929 (when displayed).



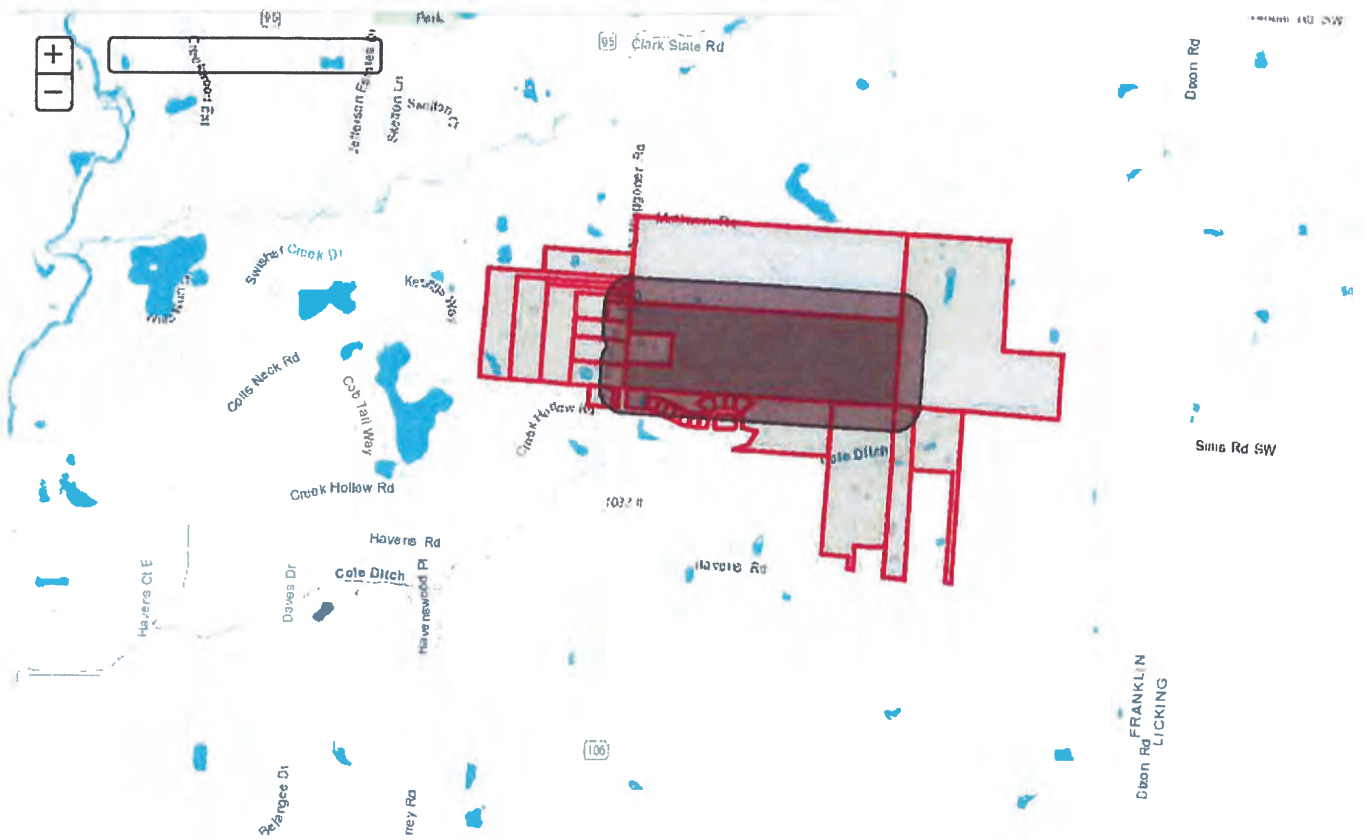
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Current Parcel List

Results

Click rows to view property details

Displaying 1 - 26 of 32

Selection Manager

<input type="checkbox"/>	Alt ID	Site Address	Owner 1	Owner 2
<input type="checkbox"/>	170-001642-00	8000 HAVENS RD	MASON RAYMOND E III TR	
<input type="checkbox"/>	170-002321-00	8436 CREEK HOLLOW RD	OPPONG BERNARD K TR	
<input type="checkbox"/>	170-002330-00	CREEK HOLLOW RD	COLTS NECK HOMEOWNERS	ASSOCIATION
<input type="checkbox"/>	170-004108-00	8482 PADDOCK TR	FISCHER HOMES COLUMBUS LP	
<input type="checkbox"/>	170-004109-00	8494 PADDOCK TR	GRAND COMMUNITIES LLC	
<input type="checkbox"/>	170-004110-00	8508 PADDOCK TR	GRAND COMMUNITIES LLC	
<input type="checkbox"/>	170-004111-00	8516 PADDOCK TR	ALANIS RACHAEL N	ALANIS HECTOR JR
<input type="checkbox"/>	170-004112-00	8528 PADDOCK TR	FISCHER HOMES COLUMBUS II LLC	
<input type="checkbox"/>	170-004113-00	8542 PADDOCK TR	TASONG PERPETUA L	
<input type="checkbox"/>	170-004114-00	8556 PADDOCK TR	GRAND COMMUNITIES LLC	
<input type="checkbox"/>	170-004131-00	PADDOCK TR	GRAND COMMUNITIES LTD	
<input type="checkbox"/>	170-004115-00	8570 PADDOCK TR	VONDERAU CHLOE	VONDERAU BRADEN
<input type="checkbox"/>	170-004116-00	8582 PADDOCK TR	OTT JEROME A	OTT NICOLE A
<input type="checkbox"/>	170-004117-00	8588 PADDOCK TR	FISCHER HOMES COLUMBUS II LLC	
<input type="checkbox"/>	170-004118-00	8600 PADDOCK TR	MALEY JOHN	MALEY LAURIE
<input type="checkbox"/>	170-004133-00	PADDOCK TR	GRAND COMMUNITIES LTD	
<input type="checkbox"/>	170-004134-00	8609 PADDOCK TR	GRAND COMMUNITIES LTD	
<input type="checkbox"/>	170-000076-00	3905 WAGGONER RD	HOUANGVILAY CHINDA	HOUANGVILAY VONGSAVANH
<input type="checkbox"/>	170-001857-00	3931 WAGGONER RD	IGNASH DANIEL S	
<input type="checkbox"/>	170-001053-00	3939 WAGGONER RD	EILER JOSEPH T	EILER JODI L
<input type="checkbox"/>	170-000930-00	3995 WAGGONER RD	JONES ERIC J	JONES SARAH L
<input type="checkbox"/>	170-000718-00	WAGGONER RD	JONES ERIC J	JONES SARAH L
<input type="checkbox"/>	170-000187-00	WAGGONER RD	EQUITY TRUST COMPANY CUSTODIA...	
<input type="checkbox"/>	170-000722-00	4055 WAGGONER RD	WAGGONER ROAD PROPERTIES	LP
<input type="checkbox"/>	170-000658-00	WAGGONER RD	WAGGONER ROAD PROPERTIES	LP

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 Map Report
 Parcel Summary
 Parcel Detail

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Current Parcel List

Results [Click rows to view property details](#) Displaying 26 - 32 of 32

<input type="checkbox"/>	Alt ID	Site Address	Owner 1	Owner 2
<input type="checkbox"/>	170-000679-00	4095 WAGGONER RD	BENEDICT RONALD J	FRANCES M
<input type="checkbox"/>	170-001877-00	8060 HAVENS RD	OWENS BRENT A	OWENS LISA S
<input type="checkbox"/>	170-001900-00	8190 HAVENS RD	KOENIG TIMOTHY G	BEVERLY M
<input type="checkbox"/>	170-000051-00	8015 MCOWEN RD	M/I HOMES OF CENTRAL OHIO LLC	
<input type="checkbox"/>	170-000054-00	MCOWEN RD	KAPLAN JONATHAN E	KAPLAN LINDA M, KAPLAN M...
<input type="checkbox"/>	170-000008-00	WAGGONER RD	KAPLAN JONATHAN E	KAPLAN LINDA M, KAPLAN M...
<input type="checkbox"/>	170-001393-00	3930 WAGGONER RD	MURPHY BENJAMIN R	MURPHY SHARIL

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 - [Deselect page all](#)
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Current Parcel List

Results [Click rows to view property details](#) Displaying 1 - 18 of 18

<input type="checkbox"/>	Alt ID	Site Address	Owner 1	Owner 2
<input type="checkbox"/>	170-001292-00	8008 MCOWEN RD	M/I HOMES OF CENTRAL OHIO LLC	
<input type="checkbox"/>	170-000174-00	7765 CLARK STATE RD	HALL KENNETH L TR	HALL RHODA K TR
<input type="checkbox"/>	170-001876-00	7976 MCOWEN RD	HURST LINDA L	HURST BARBARA M
<input type="checkbox"/>	170-001053-00	3939 WAGGONER RD	EILER JOSEPH T	EILER JODI L
<input type="checkbox"/>	170-000930-00	3995 WAGGONER RD	JONES ERIC J	JONES SARAH L
<input type="checkbox"/>	170-000718-00	WAGGONER RD	JONES ERIC J	JONES SARAH L
<input type="checkbox"/>	170-000187-00	WAGGONER RD	EQUITY TRUST COMPANY CUSTODIA...	
<input type="checkbox"/>	170-000722-00	4055 WAGGONER RD	WAGGONER ROAD PROPERTIES	L P
<input type="checkbox"/>	170-000658-00	WAGGONER RD	WAGGONER ROAD PROPERTIES	L P
<input type="checkbox"/>	170-000679-00	4095 WAGGONER RD	BENEDICT RONALD J	FRANCES M
<input type="checkbox"/>	170-000664-00	4101 WAGGONER RD	WYLES-BICKEL BETHANY A TR	BICKEL BRENT A TR
<input type="checkbox"/>	170-000675-00	4135 WAGGONER RD	BALDWIN DARREN L	VAN MEEUWEN BETTINE
<input type="checkbox"/>	170-000713-00	4155 WAGGONER RD	BUSH STEVEN W	BUSH THERESA A
<input type="checkbox"/>	170-000712-00	4175 WAGGONER RD	JONES JULIE A	JONES STEVE E
<input type="checkbox"/>	170-000680-00	4201 WAGGONER RD	JASHINSKI STEVEN R	JO DEANNE
<input type="checkbox"/>	170-000051-00	8015 MCOWEN RD	M/I HOMES OF CENTRAL OHIO LLC	
<input type="checkbox"/>	170-000054-00	MCOWEN RD	KAPLAN JONATHAN E	KAPLAN LINDA M, KAPLAN M...
<input type="checkbox"/>	170-000008-00	WAGGONER RD	KAPLAN JONATHAN E	KAPLAN LINDA M, KAPLAN M...

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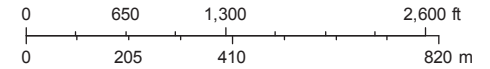
JEFF-19-04



August 21, 2019

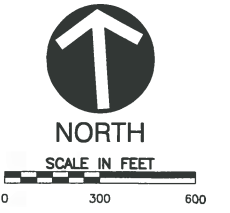
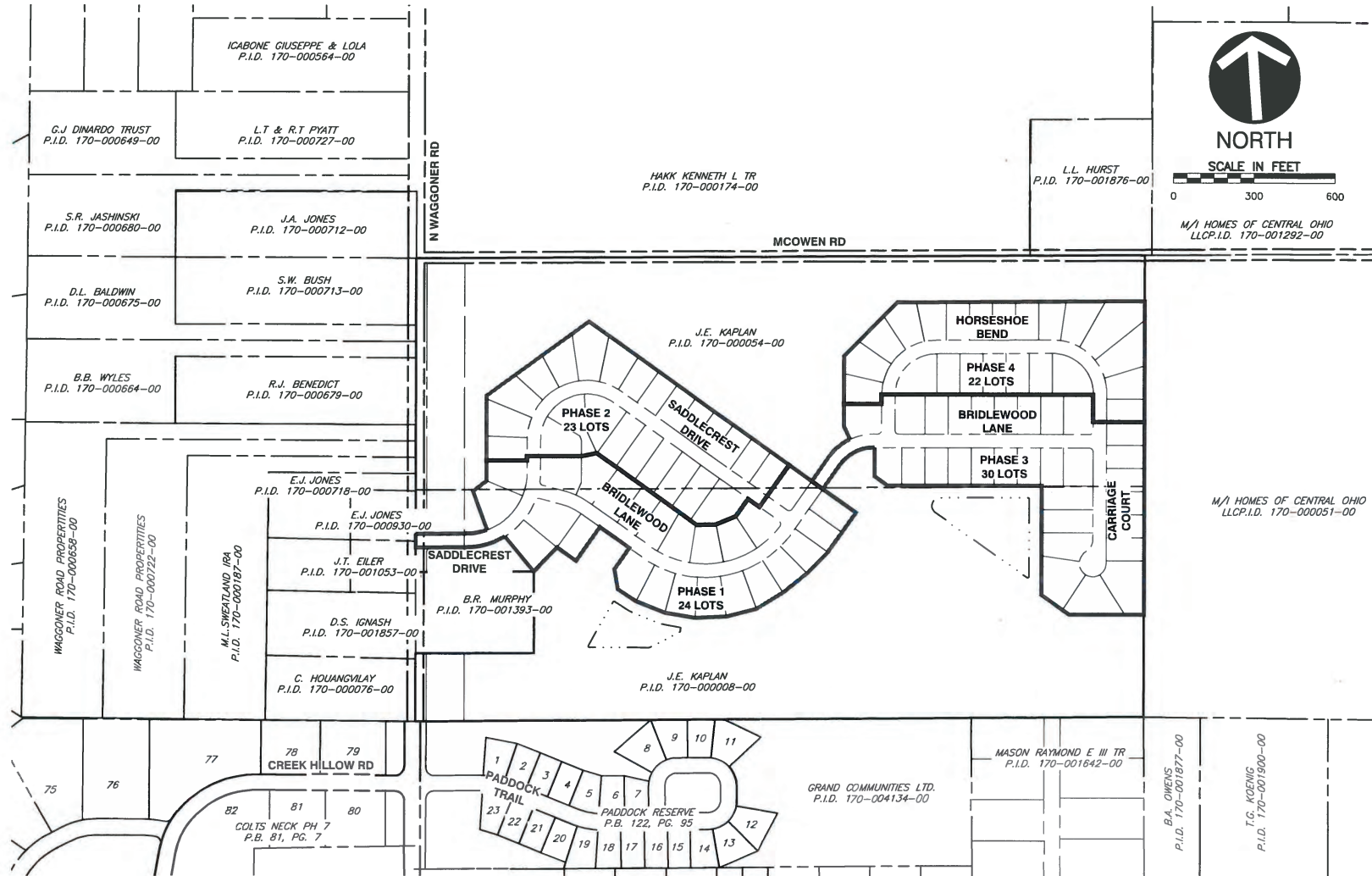
- Parcel IDs
- Pavement
- Street Network
- Waterbodies
- Tax Parcel
- ImageryExtent2017

1:9,973



Franklin County Auditor
 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), (c) OpenStreetMap contributors, and the GIS User Community

**DEVELOPMENT PLAN
FOR
SADDLECREST**
JEFFERSON TOWNSHIP, FRANKLIN COUNTY, OHIO
AUGUST 2019



LEGEND

	EXISTING PARCEL LINES
	EXISTING RIGHT-OF-WAY
	EXISTING PAVEMENT
	EXISTING CENTERLINE
	EXISTING TREELINE
	EXISTING WETLAND BOUNDARY
	EXISTING STORM SEWER
	EXISTING GAS PIPELINE
	EXISTING WATERLINES
	EXISTING SANITARY SEWER
	EXISTING SANITARY MANHOLE
	EXISTING STREAM
	EXISTING STRUCTURE
	EXISTING OVERHEAD WIRES
	EXISTING UTILITY POLE
	EXISTING SOIL TYPE BOUNDARY
	EXISTING SOIL TYPE
	EXISTING MAJOR CONTOURS
	EXISTING MINOR CONTOURS
	PROPOSED SITE BOUNDARY
	PROPOSED PARCEL LINES
	PROPOSED RIGHT-OF-WAY
	PROPOSED PAVEMENT
	PROPOSED CENTERLINE
	PROPOSED EASEMENT
	PROPOSED SETBACK
	PROPOSED BASIN
	PROPOSED STORM SEWER
	PROPOSED STORM CATCH BASIN
	PROPOSED STORM MANHOLE
	PROPOSED CURB INLET
	PROPOSED 8" WATERLINE
	PROPOSED FIRE HYDRANT
	PROPOSED WATER VALVE
	PROPOSED 8" SANITARY SEWER
	PROPOSED SANITARY MANHOLE
	PROPOSED STORM ROUTING PATH
	PROPOSED DRAINAGE EASEMENT
	PROPOSED SANITARY EASEMENT
	PROPOSED WATER EASEMENT

INDEX MAP
1"=300'

SITE DATA

SITE ADDRESS =	EAST SIDE OF WAGGONER ROAD, SOUTH OF MCOWEN ROAD
SCHOOL DISTRICT =	GAHANNA-JEFFERSON LOCAL SCHOOLS
TOTAL SITE ACREAGE =	102.22 AC.
LOT ACREAGE =	37.776 ACRES
RESERVE ACREAGE =	60.864 ACRES
RIGHT OF WAY ACREAGE =	9.47± ACRES
TOTAL PROPOSED SINGLE FAMILY RESIDENTIAL LOTS =	99 (85'x140' TYP.)
EXISTING WOODS ON SITE =	48.82± ACRES (48%)
EXISTING WOODS PRESERVED WITHIN PROPOSED RESERVE AREAS =	30.50± ACRES (29%)

ZONING

CURRENT ZONE:	COUNTRYSIDE RESIDENTIAL DISTRICT (CSR)
PROPOSED ZONE:	PLANNED SUBURBAN RESIDENTIAL DISTRICT (PSR)
OPEN SPACE REQUIRED:	40.88± ACRES (40%)
OPEN SPACE PROVIDED:	60.86± ACRES (60%)
GROSS DENSITY:	0.97± LOTS/ACRE (99 LOTS/102.22 AC.)
NET DENSITY:	1.067± LOTS/ACRE (99 LOTS/ (102.22 AC.-9.47 AC.))
MINIMUM LOT SIZE:	10,000 SQ. FT. (0.23 AC.)
MINIMUM LOT WIDTH	
● BUILDING SETBACK:	85'
SETBACKS	
FRONT:	25'
SIDE:	5' MIN./ 15' TOTAL
REAR:	20% LOT DEPTH

- NOTES**
- PER FEMA FLOOD INSURANCE RATE MAP NUMBER 39049C0216K AND 39049C0217K, DATED 06/17/08; THE SITE IS ZONED X, OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
 - WETLAND & STREAM DELINEATION COMPLETED BY CEC IN JULY 2019.
 - RESERVE AREAS TO BE OWNED BY JEFFERSON TOWNSHIP AND MAINTAINED BY THE SADDLECREST SUBDIVISION HOME OWNERS ASSOCIATION FOR OPEN SPACE AND STORMWATER FACILITIES.
 - PER THE GROUND WATER POLLUTION POTENTIAL REPORT NO. 40 FOR FRANKLIN COUNTY, THE SITES POLLUTION POTENTIAL INDEX RANGE IS 100-119.
 - ROAD TYPICAL PER COUNTY SUBDIVISION STANDARDS.
 - PER FRANKLIN COUNTY SUBDIVISION REGULATIONS 402.018- LOTS 8, 9, 12, 13, 14, 15, 16, 28, 29, 30, 32, 33, 34, 35, 36, 37, 38, 39, 40, 45, 46, 47, 80, 81, 82, 83, 84, 85, 86, 87, 95, 96, 97, 98, AND 99 HAVE POORLY DRAIN SOILS (Pm) LOCATED ON SITE.
 - FOUR BOARD OR FOUR SPLIT RAIL FENCING SHALL BE REQUIRED ALONG ANY RESERVE AREA ABUTTING LOTS IN THE SADDLECREST SUBDIVISION.
 - NO TREES SHALL BE PLANTED WITHIN THE PUBLIC RIGHT OF WAY.
 - CLUSTER MAILBOXES FOR THE DEVELOPMENT ARE TO BE LOCATED WITHIN THE PUBLIC ROW. THEY SHALL BE PLACED THROUGHOUT THE SUBDIVISION WITH NO MORE THAN TWO (2) CLUSTER BOX UNITS GROUPED TOGETHER.
 - A TOTAL OF 99 LOTS ARE ALLOWED WITHIN THIS SUBDIVISION.
 - THE FRONTAGE ALONG WAGGONER ROAD SHALL BE LANDSCAPED USING THE TREE AND VEGETATIVE SPECIES SPECIFIED IN THE JEFFERSON TOWNSHIP SCENIC BYWAY MANAGEMENT PLAN.

REFERENCES

- PARCEL LINES FROM SURVEY COMPLETED BY CEC IN JULY 2019.
- TOPOGRAPHIC INFORMATION SHOWN FROM FRANKLIN COUNTY AUDITORS.
- SOILS INFORMATION SHOWN FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE, NATURAL RESOURCES CONSERVATION SERVICE WEB SOIL SURVEY.

ENGINEER/ SURVEYOR

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
250 OLD WILSON BRIDGE ROAD, SUITE 250
WORTHINGTON, OH 43085

CONTACT: BRIAN BURKHART, P.E.
PHONE: 614-315-7172
EMAIL: BBURKHART@CECINC.COM

DEVELOPER
GRAND COMMUNITIES LLC
3940 OLYMPIC BLVD. SUITE 400
ERLANGER, KY 41018

CONTACT: HILLARY LAFFIN
PHONE: 859-344-7281
EMAIL: hlaffin@fischerhomes.com

OWNER
JONATHAN KAPLAN
2319 ECHO HILLS CIR NE
ATLANTA, GA 30345

SOIL SURVEY LEGEND

MAP SYMBOL	SOIL NAME
BeA	BENNINGTON SILT LOAM, 0 TO 2 PERCENT SLOPES
BeB	BENNINGTON SILT LOAM, 2 TO 6 PERCENT SLOPES
cen1B2	CENTERBURG SILT LOAM, 2 TO 6 PERCENT SLOPES, ERODED
cen1C2	CENTERBURG SILT LOAM, 6 TO 12 PERCENT SLOPES, ERODED
Pm	PEWAMO SILTY CLAY LOAM, 0 TO 1 PERCENT SLOPES

DEVELOPMENT PLAN

**GRAND COMMUNITIES LLC
SADDLECREST
JEFFERSON TOWNSHIP
FRANKLIN COUNTY, OHIO**

Civil & Environmental Consultants, Inc.
250 Old Wilson Bridge Road · Suite 250 · Worthington, OH 43085
614-540-6633 · 888-598-6808
www.cecinc.com

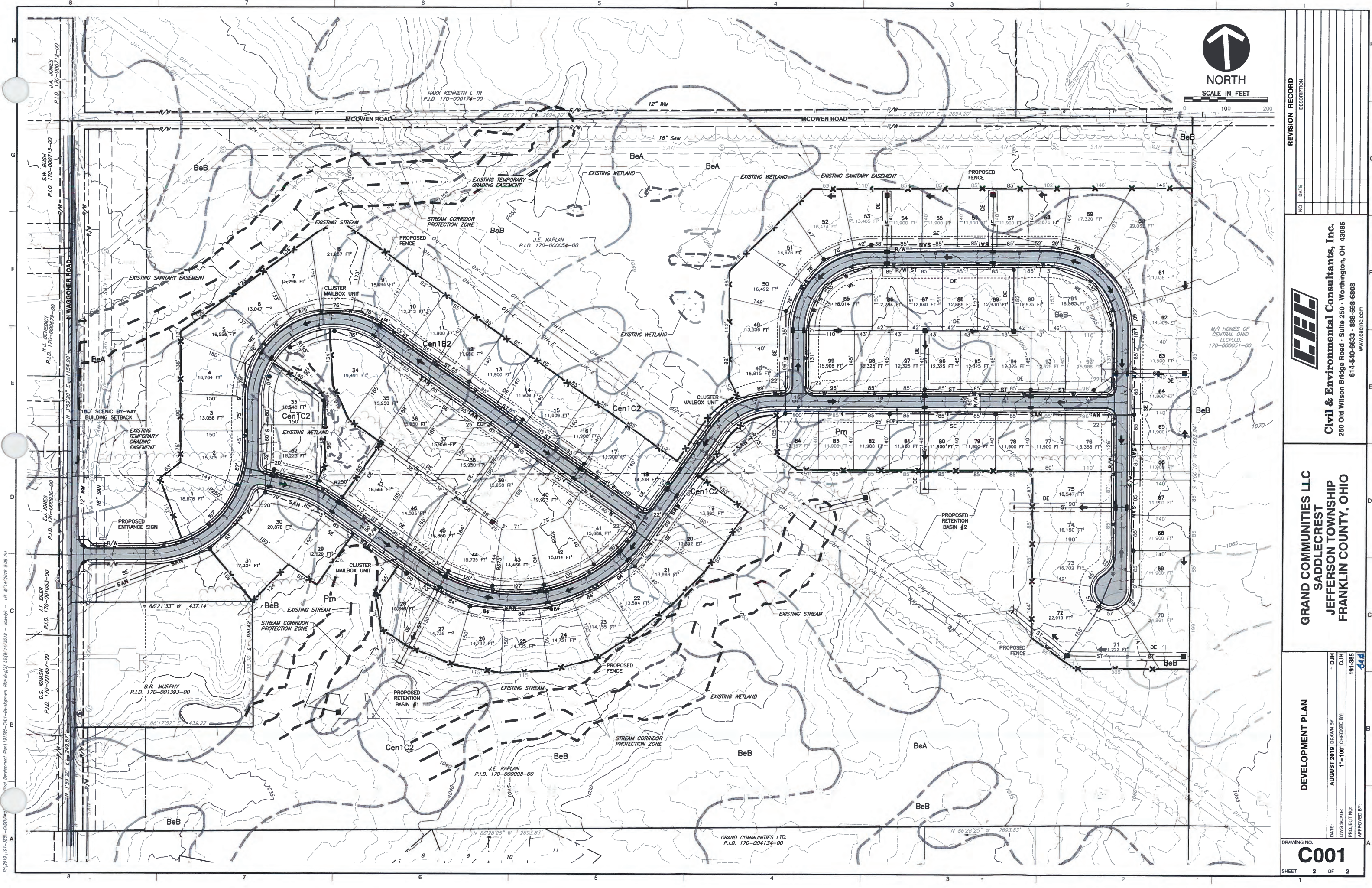
NO.	DATE	DESCRIPTION

DATE: AUGUST 2019 DRAWN BY: DJH
AS NOTED / CHECKED BY: DJH
DWG SCALE: 1"=200'
PROJECT NO.: 191-385
APPROVED BY:

DRAWING NO.: **C000**

SHEET 1 OF 2

P:\2019\191-385-Civil-Development Plan.dwg | LS(8/14/2019 - dhw) - LR: 8/14/2019 2:21 PM



NO.	DATE	DESCRIPTION

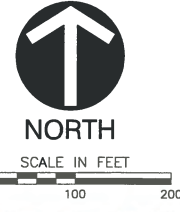
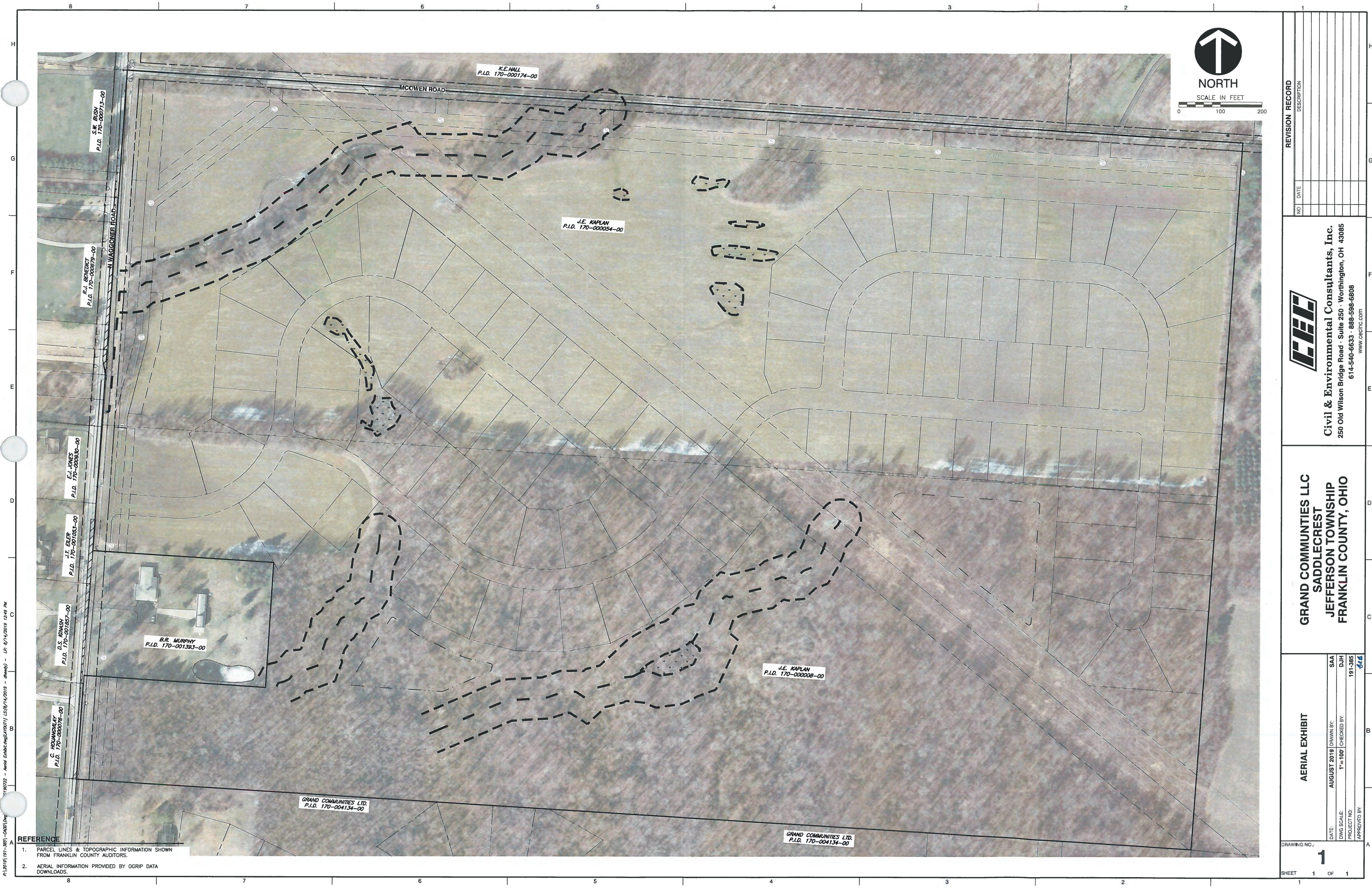
CEC
Civil & Environmental Consultants, Inc.
 250 Old Wilson Bridge Road · Suite 250 · Worthington, OH 43085
 614-540-6633 · 888-598-6808
 www.cecinc.com

GRAND COMMUNITIES LLC
SADDECREST
JEFFERSON TOWNSHIP
FRANKLIN COUNTY, OHIO

DEVELOPMENT PLAN
 DATE: AUGUST 2019 DRAWN BY: DJH
 DWG SCALE: 1"=100' CHECKED BY: DJH
 PROJECT NO: 191-385
 APPROVED BY: *[Signature]*

DRAWING NO: **C001**
 SHEET 2 OF 2

P:\2019\191-385\2019-08-01-Development Plan.dwg (Mod Development Plan) 191-385-C001-Development Plan.dwg [2] LS (8/14/2019 3:08 PM) - LP 8/14/2019 3:08 PM



P:\2019\191-385-0001\Drawings\191385-0001.dwg
 11/19/2022 - Aerial Exhibit (LAYOUT) (LS/8/14/2019 - 09:40) - LP: 8/14/2019 12:49 PM

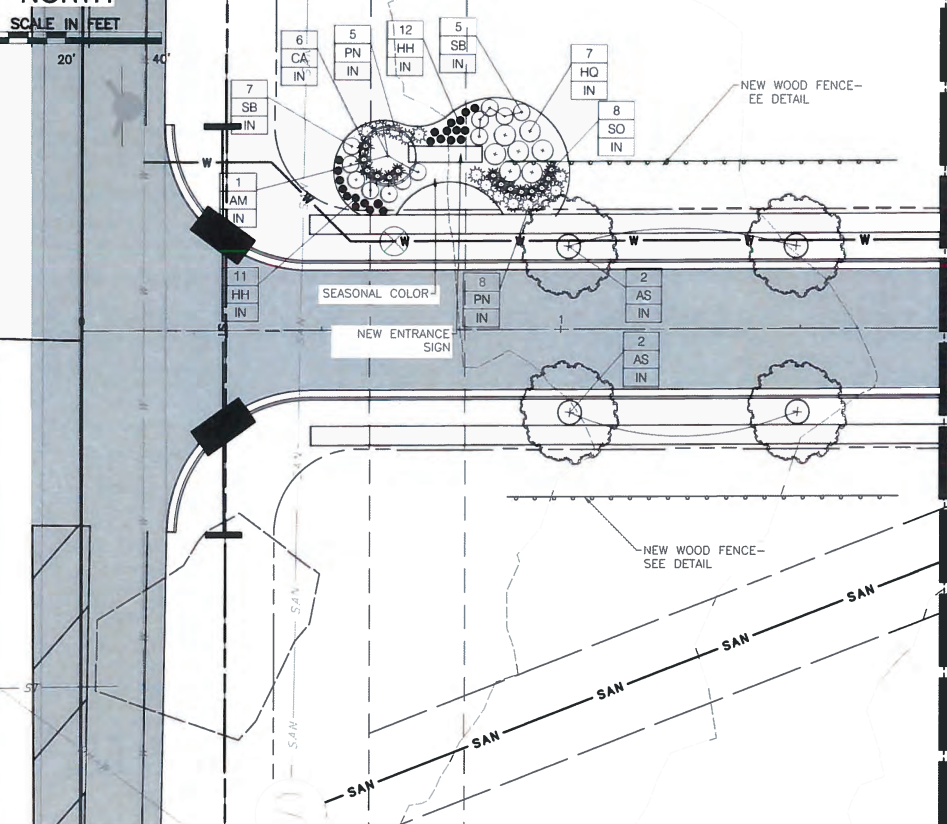
- REFERENCE**
1. PARCEL LINES & TOPOGRAPHIC INFORMATION SHOWN FROM FRANKLIN COUNTY AUDITORS.
 2. AERIAL INFORMATION PROVIDED BY OGRIP DATA DOWNLOADS.

NO.	DATE	DESCRIPTION

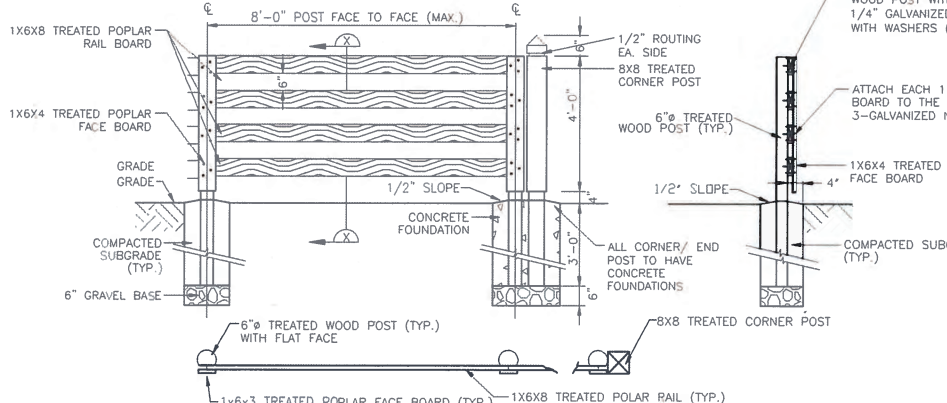

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 250 Old Wilson Bridge Road - Suite 250 - Worthington, OH 43085
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GRAND COMMUNITIES LLC
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JEFFERSON TOWNSHIP
FRANKLIN COUNTY, OHIO

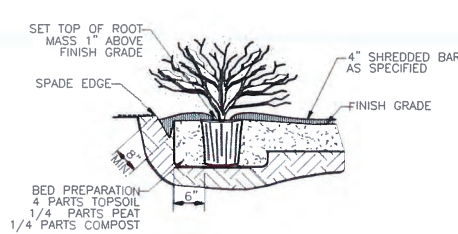
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 DATE: AUGUST 2019 | DRAWN BY: SAA
 DWG SCALE: 1"=100' | CHECKED BY: DJH
 PROJECT NO: 191-385
 APPROVED BY: *[Signature]*



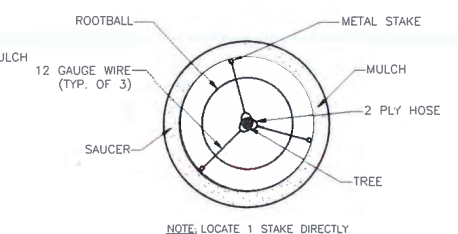
WEST ENTRANCE ENLARGEMENT PLAN
SCALE: 1"=20'-0"



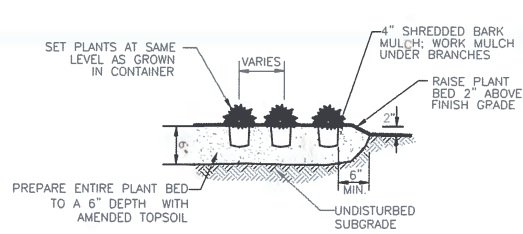
DETAIL 704 - FOUR RAIL WOOD FENCE DETAIL
NOT TO SCALE



DETAIL 703 - SHRUB/ SMALL TREE PLANTING DETAIL
NOT TO SCALE

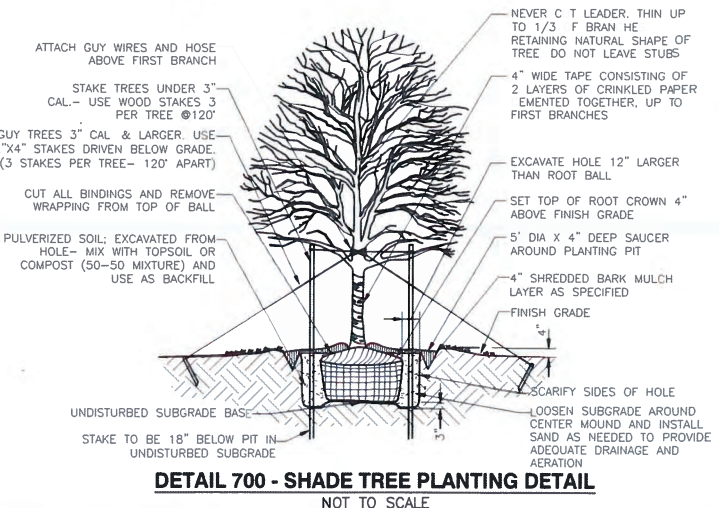
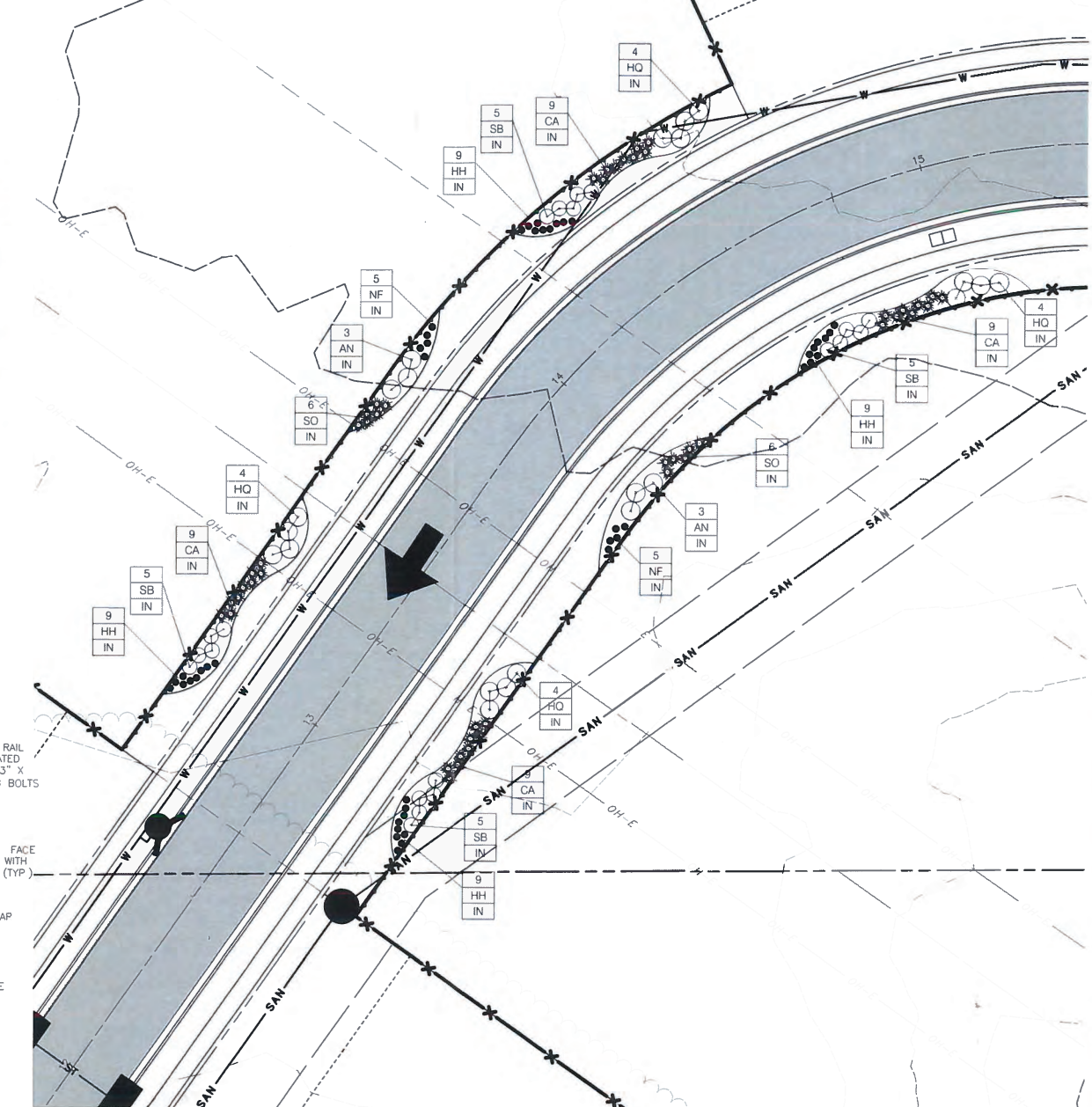


DETAIL 702 - TREE STAKING DETAIL
NOT TO SCALE



DETAIL 701 - ORNAMENTAL GRASS/ PERENNIAL AND GROUND COVER PLANTING DETAIL
NOT TO SCALE

SYMBOL	DESCRIPTION	1	PLANT QUANTITY
TR	REQUIRED TREE REPLACEMENT	AG	PLANT TYPE
IN	INTERIOR PLANTING	ST	REQ LOCATION
ST	STREET TREE PLANTINGS		



DETAIL 700 - SHADE TREE PLANTING DETAIL
NOT TO SCALE

- GENERAL LANDSCAPE NOTES:**
- ALL CONSTRUCTION METHODS AND MATERIALS MUST CONFORM TO CURRENT STANDARDS AND SPECIFICATIONS OF THE FEDERAL, STATE, COUNTY, CITY, OR LOCAL REQUIREMENTS, WHICHEVER HAS JURISDICTION.
 - THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS IN THE FIELD PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FIELD DIMENSIONS AND ELEVATIONS DURING THE ENTIRE CONSTRUCTION SCHEDULE. IF ANY DISCREPANCIES ARE FOUND IN THESE PLANS FROM ACTUAL FIELD DIMENSIONS, THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY.
 - CONTRACTOR SHALL MAINTAIN ONE SET OF AS-BUILT/RECORD DRAWINGS ON THE JOB SITE DURING CONSTRUCTION FOR DISTRIBUTION TO THE OWNER AND/OR OWNER'S REPRESENTATIVE UPON COMPLETION.
 - NO CHANGES TO THE SITE LANDSCAPE LAYOUT ARE ALLOWED WITHOUT THE WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT.
 - CONTRACTOR SHALL SUPPLY ALL PLANT MATERIALS IN QUALITY AND QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING AS SHOWN ON DRAWINGS.
 - ALL MATERIAL SHALL CONFORM TO THE GUIDELINES ESTABLISHED BY THE CURRENT "AMERICAN ASSOCIATION OF NURSERY STOCK, ANSI Z60.1-2014", PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN.
 - NO PLANT SHALL BE PUT INTO THE GROUND BEFORE ROUGH GRADING HAS BEEN FINISHED AND APPROVED.
 - ALL PLANTS SHALL BE PLANTED SO THAT THE ROOT CROWN IS PLANTED AT GRADE LEVEL.
 - ALL PLANTS SHALL BE BALLED AND WRAPPED OR CONTAINER GROWN AS SPECIFIED. NO CONTAINER GROWN STOCK WILL BE ACCEPTED IF IT IS ROOT BOUND. ALL ROOT WRAPPING MATERIAL MADE OF SYNTHETICS OR PLASTICS SHALL BE REMOVED AT THE TIME OF PLANTING. TWINE OR ROPE SHALL BE REMOVED FROM AROUND CROWN OF TRUNK TO PREVENT GIRDLING OF TREE OR SHRUB.
 - WITH CONTAINER GROWN STOCK, THE CONTAINER SHALL BE REMOVED AND THE CONTAINER BALL SHALL BE CUT THROUGH THE SURFACE IN TWO VERTICAL LOCATIONS.
 - PLANT MATERIAL TO BE INSTALLED TO MAINTAIN 4" MULCH EDGE AT MATURE GROWTH ADJACENT TO ALL HARDSCAPES.
 - THE DAY PRIOR TO PLANTING, THE LOCATIONS OF ALL TREES AND SHRUBS SHALL BE STAKED FOR APPROVAL BY OWNER(S).
 - THE LANDSCAPE CONTRACTOR SHALL REFER TO CONTRACT SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
 - THE LANDSCAPE CONTRACTOR SHALL GUARANTEE NEW PLANT MATERIAL THROUGH ONE (1) CALENDAR YEAR FROM THE TIME OF SUBSTANTIAL COMPLETION OF PROJECT. ALL DEAD, DAMAGED OR MISSING LANDSCAPE MATERIALS WILL BE REPLACED PER THE CITY OF CANAL WINCHESTER.
 - IF THERE IS A DISCREPANCY BETWEEN THE PLANS AND THE PLANT SCHEDULE, THE PLANS SHALL TAKE PRECEDENCE.
 - CONTRACTOR SHALL REPAIR ANY DAMAGE TO PROPERTY FROM PLANTING OPERATIONS AT NO COST TO OWNER.
 - STAKES AND OR GUY WIRES SHALL BE REMOVED AFTER ONE (1) YEAR OF INSTALLATION.
 - ALL EXISTING LANDSCAPING SHALL BE MAINTAINED DURING CONSTRUCTION. ANY MATERIAL DEEMED DEAD OR UNSATISFACTORY BY LANDSCAPE ARCHITECT, WILL BE REPLACED EQUIVALENT IN SIZE AND SHAPE AT NO COST TO OWNER.
 - IF PLANT SPECIES SPECIFIED ARE FOUND TO BE UNAVAILABLE OR NOT IN SUFFICIENT QUANTITIES AT TIME OF PLANTING, THE CONTRACTOR MAY SUBSTITUTE SPECIES UPON WRITTEN APPROVAL BY LANDSCAPE ARCHITECT.

LEGEND	KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS	HEIGHT AT MATURITY	SPREAD AT MATURITY
AS	4	Acer saccharum 'Green Mountain'	Green Mountain Sugar Maple	2-1/2" Cal B & B	Deciduous Tree		40'	50'
AM	1	Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	6"-8" H Lump form	Ornamental Tree		12'-15'	10'-12'
AN	6	Aronia melanocarpa 'Iniquis Beauty'	Iniquis Beauty Chokeberry	2" No. 7 Cont.	Deciduous Shrub		3-4'	4-5'
CA	42	Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Reed Grass	12"-18" No. 3 Cont.	Ornamental Grass		3'	3'
HH	59	Hemerocallis ssp. 'Mini Stella'	Mini Stella Daylily	12" No. 2 Cont.	Perennial		18"	18"
HO	23	Hydrangea quercifolia 'Pee Wee'	Pee Wee Dwarf Hydrangea	18"-24" No. 7 Cont.	Deciduous Shrub		3-4'	4-5'
NF	10	Nepeta x faassenii 'Blue Wonder'	Blue Wonder Catmint	12" No. 1 Cont.	Perennial		18"	18"
PN	13	Picea abies 'Pumila'	Pumila Spruce	15"-18" No. 5 Cont.	Evergreen Shrub		2'	4-5'
SB	32	Spiraea x barmada 'Gold Flame'	Gold Flame Spiraea	24" No. 5 Cont.	Deciduous Shrub		2-3'	3-4'
SO	20	Sporobolus heteragrus 'Prairie Dropseed'	Prairie Dropseed	12" No. 3 Cont.	Native Grass		2-3'	2-3'

REVISION RECORD

NO.	DATE	DESCRIPTION

C&E
Civil & Environmental Consultants, Inc.
250 Old Wilson Bridge Road - Suite 250 - Worthington, OH 43085
614-540-6633 - 888-598-6808
www.cceinc.com

GRAND COMMUNITIES LLC
SADDELCREST
JEFFERSON TOWNSHIP
FRANKLIN COUNTY, OHIO

LANDSCAPE PLAN

DATE: AUGUST 2019
DRAWN BY: DJH
CHECKED BY: DJH
AS NOTED

DWG SCALE: 1"=20'-0"
PROJECT NO: 191-385
APPROVED BY: [Signature]

DRAWING NO.: **C700**

SHEET 1 OF 1



Franklin County Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

Application for

Conditional Use

Pursuant to Section 815 of the Zoning Resolution

Page 1 of 8

Aug 15th

350.⁰⁰

RECEIVED

AUG 07 2019
(revised 5.31.19)

Franklin County Planning Department
Franklin County, OH

Property Information

Site Address: 3806 Riverview Dr. Columbus OH

Parcel ID: 200-00236 Zoning District: Franklin R-1C

Lot Acreage: Township: Norwich

Property Owner Information

Name: Neco Law

Address: 3806 Riverview Dr.
Columbus OH, 43221

Phone # 614-446-1234 Fax # N/A

Email: neco@resrfid.com

Applicant Information

Same as property owner

Name: Allen Smith / Fun Time Pool & SPA Inc

Address: 6295 Artesia Dr.
Caval Winchester OH, 43110

Phone # 740-517-7249 Fax # N/A

Email: abcov01@gmail.com

Agent Information

Name: Same

Address:

Phone # Fax #

Email:

Staff Use Only

Case # CU- 3947

Date Filed: 8/7/19

Received By: TB

Hearing Date: 9/16/19

Technical Review: 8/24/19

Zoning Compliance #:
RZ-19-298

Checklist

- Completed Application
- Fee Payment (checks only)
- Auditor's Map (8.5"x11")
- Site Map (max 11"x17")
- Covenants and deed
- Notarized signatures
- Proof of water/wastewater supply

Water & Wastewater

Water Supply

- Public (Central)
- Private (On-site)
- Other

Wastewater Treatment

- Public (Central)
- Private (On-site)
- Other



Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

Application for

Conditional Use

Pursuant to Section 815 of the Zoning Resolution

Page 2 of 8



Case# CU- 3947

Conditional Use(s) Requested:

Section: 610.06 (2)

Description: Conditional Use - Required for development in Flood-way

Section:

Description:

Section:

Description:

Describe the project:

Install ~~pool~~ 16x32 Vinyl liner swimming pool
patio will be: 16" Travertine Coping stone with 5'
of turf around.

NOTE: The applicant must demonstrate that the proposal can satisfy all of the conditional use requirements of the respective zoning district in addition to all requirements under Section 815.04 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 conditional use. If you fail to answer any/all of the questions below, your application will be considered incomplete.

1. Proposed Use or Development of the Land:

New Vinyl liner swimming pool



Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

1803
Economic Development & Planning Department
James Schimmer, Director

Application for

Conditional Use

Pursuant to Section 815 of the Zoning Resolution

Page 3 of 8



Case# CU- 3947

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

This project will increase the value of the home. It will provide the owner with an area to relax and enjoy the county

3. Will the Conditional 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?

yes. This will be a top notch job and add a beautiful view for all to see

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

No, we build everything to code. (National pool code) This won't intrude on any neighboring properties.

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

No this will not effect anyone near or far

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

No this is a private residence



Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

Application for

Conditional Use

Pursuant to Section 815 of the Zoning Resolution

Page 4 of 8



Case# CU- 3947

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

We build to "National Pool Code"

8. Could the applicant's predicament be feasibly obtained through some method other than a conditional use?

No

9. Would the spirit and intent behind the zoning requirements be observed and would substantial justice be done by granting the conditional use?

Yes, This will be an improvement to the property + area.

10. Would the conditional 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?

No The owner did not know



Franklin County Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

Application for Conditional Use

Pursuant to Section 815 of the Zoning Resolution

Page 6 of 8



Case# CU- 3947

Affidavit

I hereby certify that the facts, statements, and information presented within this application form are true and accurate 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 and all applicable requirements of the Franklin County Zoning Resolution. The affiant further acknowledges that a Certificate of Zoning Compliance may only be issued for an approved Conditional Use within the period of one (1) year from the date of final approval by the Board of Zoning Appeals; if a conditional use permit has not been used within one (1) year of its date of issuance, meaning there has not been active and substantial improvement to a property in accordance with a valid conditional use permit, then the conditional use permit shall expire and no work may commence or continue without either renewing the conditional use or receiving a new conditional use approval from the Board of Zoning Appeals in accordance with Section 815 of the Franklin County Zoning Resolution.

[Signature]
Applicant/Authorized Agent

Date 8/7/19

[Signature]
Property Owner (signature must be notarized)

Date 8/7/2019

[Signature]
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.**

ON THIS DAY 7 OF August, 2019
ONLY Necmettin Can
signed and/or acknowledged this document in my presence
Melissa B. Carder
NOTARY PUBLIC

ON THIS DAY 7 OF August, 2019
ONLY Delmer Violette
signed and/or acknowledged this document in my presence
Melissa B. Carder
NOTARY PUBLIC



MELISSA B. CARDER
Notary Public, State of Ohio
My Comm. Expires Dec. 12, 2021
Recorded in Franklin County



MELISSA B. CARDER
Notary Public, State of Ohio
My Comm. Expires Dec. 12, 2021
Recorded in Franklin County

C/O	REVISION DATE & REQUEST

CV-3947

Order No. _____ Final Ordered by X

For Fun Time Pool & Spa House Style Custom
 Lot / Subdivision Tract 1 & Tract 2 N of Fishinger Rd Twp. of Norwich
 Scale 1" = 30' PB 134/1665 PG 435/31 Date 07-25-19 Drawn NV CK CTS CO. of Franklin
 Flood Zone X Community Panel 39049C Panel No. 0163 K Effective Map Date 06-17-08
 Minimums R 25% S 5.00'
 Drive Slope Distance 140.00'

ZONING INFORMATION

PARCEL ID 200-000236-00
 LAND USE 510-One Family Dwelling on Platted Lot
 TAX DISTRICT 200-Norwich Township
 ZONING DISTRICT R-1C
 SCHOOL DISTRICT 2510-Hilliard CSD



Existing Covered Porch to be removed

Reference Standard Drawings:
 2010 Standard Curb and Gutter, 2300 Sidewalks,
 2179 Backfill in ROW, 1441 Pavement and Utility
 Cut Repairs, 123 UA Curb Opening for Roof Drain,
 UA Spot Curb Detail, 2320 Pipe Roof Drain,
 2201 Standard Residential Driveway

Plot Plan shows approximate location of City facilities in ROW. Field confirmation is required.

Note: Builder to maintain a minimum grade of 6" of fall in the first 10' away from the house.

Note: Proposed house elevations have been established to provide a positive drainage pattern. Builder and Home Owner approval required.

Note: Maximum building height allowed - 35'

Note: Downspout drains and conductor lines may be adjusted by Home Builder during installation.

Note: Builder to provide and maintain erosion and sediment control during all phases of construction.

All flat work and hand formed curb placed in City Right of Way shall use C/C Class "S" 4500psi strength concrete.

*All construction conducted in the ROW shall be performed in accordance with C/C Construction and Materials Specifications 2012.

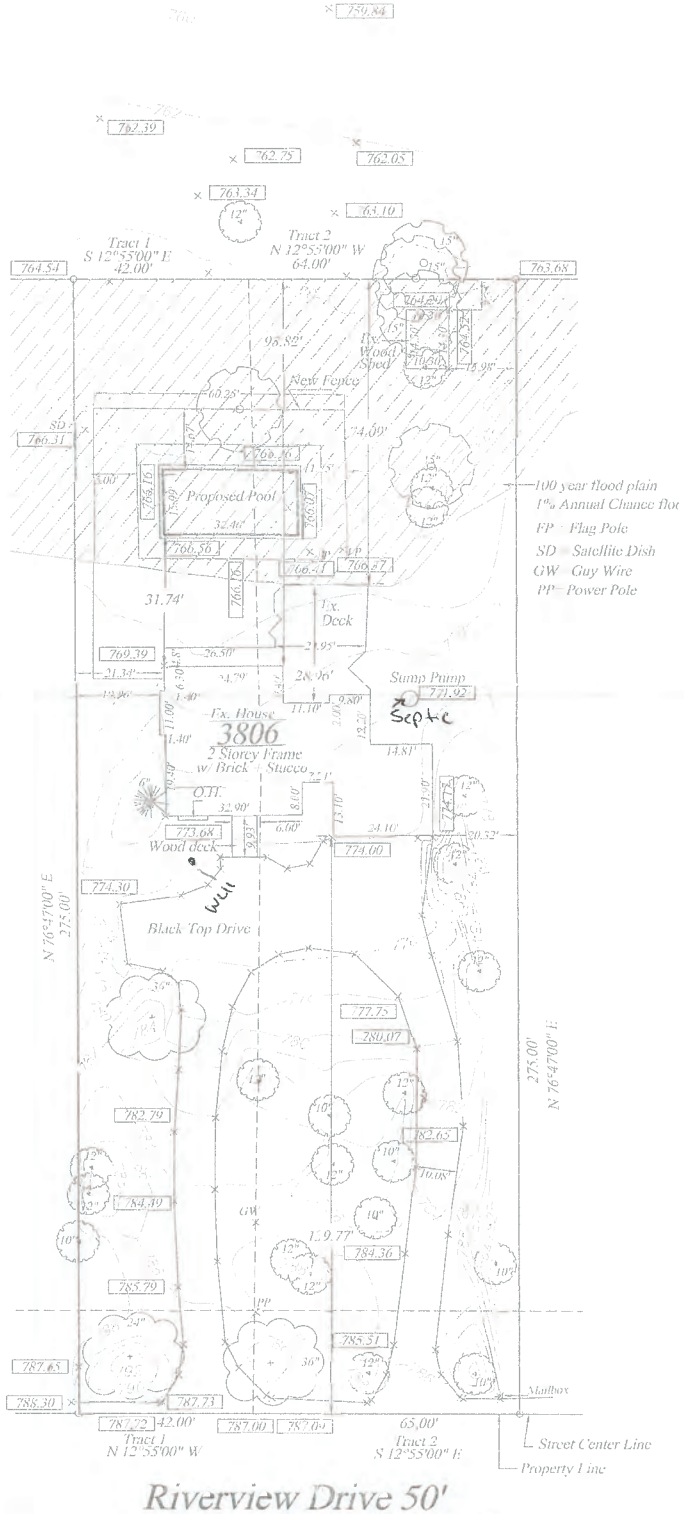
*All concrete construction joints shall be constructed using rubberized expansion joint material.

*Concrete placed in the drive approach and in the sidewalk crossing the drive approach shall be a minimum of 6" thick.

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

Square Footage Data	
Lot	29287.0
Foundation	1951.0
Drive	3539.0
Approach	811.0
Walk	NA
Soil Coverage	20546.0
Soil Coverage	X

DENIED
 TB 81614
 RZ-19-288

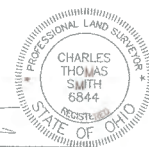


Riverview Drive 50'

PLOT PLAN

We hereby certify that the foregoing **PLOT PLAN** was prepared from information provided by the Client, data obtained from the Upper Arlington GIS, and an actual Survey of the premises. This Plot Plan is to be used by the Client for the sole purpose of obtaining a **building permit**. The use of the Plot Plan for any other purpose is strictly prohibited.

By C. Thomas Smith



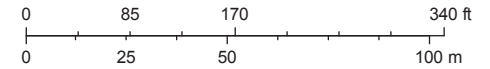
CU-3947



August 8, 2019

- | | | | |
|-------------------------|--------------------|-------------------------------|---|
| Parcel IDs | Creeks & Streams | Cross-Sections | Area of Undetermined Flood Hazard |
| Right of Way | Waterbodies | Other Boundaries | 0.2% Annual Chance Flood Hazard |
| Railroads | Tax Parcel | Limit Lines | Future Conditions 1% Annual Chance Flood Hazard |
| Building Footprints | Drops and Adds | SFHA / Flood Zone Boundary | Area with Reduced Risk Due to Levee |
| Pavement | Easements | 1% Annual Chance Flood Hazard | ImageryExtent2017 |
| SecondaryTransportation | Original Lot Lines | Regulatory Floodway | |
| Street Network | FIRM Panels | Special Floodway | |

1:1,247



Franklin County Auditor
 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), (c) OpenStreetMap contributors, and the GIS User Community



Franklin County Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

Application for

Zoning Variance

Pursuant to Section 810 of the Zoning Resolution

Page 1 of 7



(revised 5.31.19)

Property Information

Site Address: 3451 Rolling Hills Lane Grove City

Parcel ID: 230-000717-00 Zoning District: 510

Lot Acreage: .46 Township: Pleasant

Property Owner Information

Name: Mark + Cynthia Maier

Address: 3451 Rolling Hills Ln
Grove City, Oh 43123

Phone #: 214 208 3274 Fax #

Email: cmaier3@verizon.net

Applicant Information

Same as property owner

Name:

Address:

Phone # Fax #

Email:

Agent Information

Name:

Address:

Phone # Fax #

Email:

Staff Use Only

Case # VA-3948

Date Filed: 8/13/19

Received By: TB

Hearing Date: 9/16/19

Technical Review: 8/27/19

Zoning Compliance #:
RZ-19-277

Checklist

- Completed Application
- Fee Payment (checks only)
- Auditor's Map (8.5"x11")
- Site Map (max 11"x17") see page 7
- Covenants and deed
- Notarized signatures
- Proof of water/wastewater supply
- Copy of denied Zoning Certificate
- Copy of denial letter

Receipt - 19-03049

Water & Wastewater

Water Supply

- Public (Central)
- Private (On-site)
- Other

Wastewater Treatment

- Public (Central)
- Private (On-site)
- Other



Zoning Variance



Case# VA-

Variance(s) Requested:

Section: 650.162(c)

Description: Walls + Fence are not permitted in Riparian Setback

Section:

Description:

Section:

Description:

Describe the project:

We bought this property 2 months ago - with the specific intent to have a fenced yard for our dog. I have cancer and with deteriorating health - walking dog is becoming difficult.

We want to build split rail fence (2 rails) 36" high. 225 ft total, 3 sides - the 4th side is neighbors fence.

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.

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.

The neighborhood is established 45 years old. Other properties have fences, sheds etc along setback. I understand probably built before permits - but one more fence shouldn't damage setback.



Zoning Variance



Case# VA-

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.

Yes - others have fenced yards.

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

Correct

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.

It shouldn't since neighbors already have fences etc

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 - would not adversely affect anyone. Should also be noted with wettest Spring on record - neighbors say water did not encroach yards

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

We cannot contain our dog - the sole purpose of us moving from condo to house.



Case# VA-

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

The fence would be on the setback

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. Other houses along the setback have fences, sheds and pools.

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)

It would not. No buried utilities, septic tank in front.

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

We purchased the house June 28, 19. We were not told of the restrictions. Both neighbors have fences. We also did not require flood insurance.

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

We need a permit for the fence builder, so at this point fence is on hold.

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

Yes - given the established neighborhood and other fences along setback, it is only fair that we can build a fence that water can pass thru and not harm the watershed.

Thank you for your consideration.



Case# VA-

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 and all applicable requirements of the Franklin County Zoning Resolution. The affiant further acknowledges that a Certificate of Zoning Compliance may only be issued for an approved Variance within the period of one (1) year from the date of final approval by the Board of Zoning Appeals; if an approved Variance has not been used within one (1) year of its date of issuance, meaning there has not been active and substantial improvement to a property in accordance with a valid Variance, then the Variance shall expire and no work may commence or continue without either renewing the Variance or receiving a new Variance approval from the Board of Zoning Appeals in accordance with Section 810 of the Franklin County Zoning Resolution.

Applicant/Authorized Agent *

Date

Cynthia Maier

8/12/19

Property Owner (signature must be notarized)

Date


Marc D. Maier

8/12/19

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.**



Lauren Harrison *8/12/2019*
 Lauren Harrison
 Notary Public, State of Ohio
 My Commission Expires
 January 9, 2024



CAMPBELL & ASSOCIATES, INC.
Land Surveying

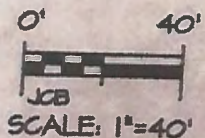
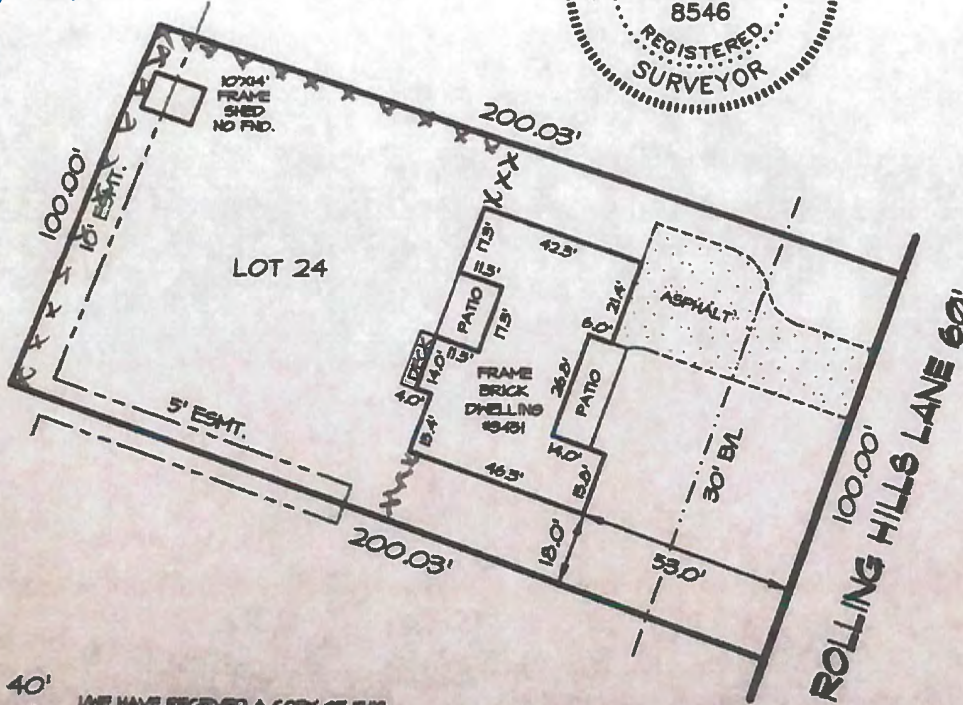
614.785.9340
Fax: 614.785.9342
77 E Wilson Bridge Road
Suite 205
Worthington, OH 43085
<http://www.campbellsurvey.com>

MORTGAGE LOCATION SURVEY

DENIED

TB
RZ-19-277

8/8/19



WE HAVE RECEIVED A COPY OF THIS SURVEY AND FIND THE CONDITIONS ACCEPTABLE TO MEAS.

BUYER/OWNER

Address 3451 Rolling Hills Lane

State of Ohio, County of Franklin

City of Grove City, Ohio

New Owner Mark D. & Cynthia Maier

Rolling Hills Estate Section 2

Plat Book 43 Page 55

Client Order No. 190130

Date June 4, 2019

Present Owner Steve A. & Teresa L. Csaki

C & A Order No.
CO157648

This is to certify to The State Bank & Trust Company and/or Apex Title Agency, Ltd

at a visual inspection of the property and buildings shown (if any) has been made and there are no apparent encroachments or visible easements unless herwise shown. This service was not performed for the purpose of establishing boundary lines, and is not to be used for that purpose.

is Mortgage Location Survey has been prepared in accordance with Chapter 4733-36, Ohio Administrative Code, and is not a boundary survey pursuant to Chapter 4733-37, Ohio Administrative Code.

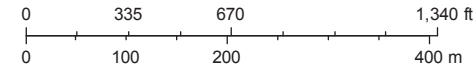
VA-3948



August 21, 2019

1:4,986

- | | | | |
|--------------------------|--------------------|-------------------------------|---|
| Parcel IDs | Creeks & Streams | FIRM Panels | Regulatory Floodway |
| Railroads | Waterbodies | Cross-Sections | Special Floodway |
| Building Footprints | Tax Parcel | Other Boundaries | Area of Undetermined Flood Hazard |
| Pavement | Drops and Adds | Limit Lines | 0.2% Annual Chance Flood Hazard |
| Secondary Transportation | Easements | SFHA / Flood Zone Boundary | Future Conditions 1% Annual Chance Flood Hazard |
| Street Network | Original Lot Lines | 1% Annual Chance Flood Hazard | Area with Reduced Risk Due to Levee |



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), (c) OpenStreetMap contributors, and the GIS User Community



Franklin County
Board of Commissioners

**ECONOMIC DEVELOPMENT
& PLANNING**

Economic Development & Planning Department
James Schimmer, Director

Application for
Conditional Use

Pursuant to Section 815 of the Zoning Resolution

Page 1 of 8



(revised 5.31.19)

Property Information

Site Address: 3926 Wade Rd. Columbus Ohio 43232
Parcel ID: 180-002753-00 Zoning District: Madison Twp.
Lot Acreage: 0-251 Township: Madison Twp.

Property Owner Information

Name: Larry O. Keck
Address: 3926 Wade Rd.
Columbus Ohio 43232
Phone # 614-837-9511 Fax # _____
Email: _____

Applicant Information

Same as property owner

Name: Larry O Keck
Address: 3926 Wade Rd.
Columbus Ohio 43232
Phone # 614-837-9511 Fax # _____
Email: _____

Agent Information

Name: Scott Hessler
Address: 4917 Refugee Rd.
Columbus Ohio 43232
Phone # 614-332-1588 Fax # _____
Email: hessler.scott@yahoo.com
beattysbuilders@gmail.com

Staff Use Only

Case # CU- 3949
Date Filed: 8/14/19
Received By: TB
Hearing Date: 9/16/19
Technical Review: 8/27/19
Zoning Compliance #: RZ-19-243

Receipt - 19-03057

Checklist

- Completed Application
- Fee Payment (checks only)
- Auditor's Map (8.5"x11")
- Site Map (max 11"x17")
- Covenants and deed
- Notarized signatures
- Proof of water/wastewater supply

Water & Wastewater

Water Supply

- Public (Central)
- Private (On-site)
- Other

Wastewater Treatment

- Public (Central)
- Private (On-site)
- Other



Conditional Use



Case# CU-

Conditional Use(s) Requested:

Section: 610.06(2) Conditional use required to build in flood plain

Description: Project Garage

Section:

Description:

Section:

Description:

Describe the project:

Using it as a hobby garage - private garage

NOTE: The applicant must demonstrate that the proposal can satisfy all of the conditional use requirements of the respective zoning district in addition to all requirements under Section 815.04 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 conditional use. If you fail to answer any/all of the questions below, your application will be considered incomplete.

1. Proposed Use or Development of the Land:

Prepare site for new garage. According to Zoning Regulations



Conditional Use



Case# CU-

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

Better improve property value by building new garage and tearing down old one

3. Will the Conditional 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?

Will blend and match color of house

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

No

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

No

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

No



Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

Application for

Conditional Use

Pursuant to Section 815 of the Zoning Resolution

Page 4 of 8



Case# CU-

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

Will be built to all zoning and building regulations

8. Could the applicant's predicament be feasibly obtained through some method other than a conditional use?

No

9. Would the spirit and intent behind the zoning requirements be observed and would substantial justice be done by granting the conditional use?

Yes

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

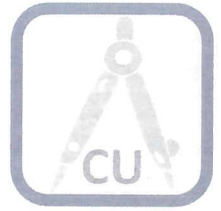
No

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

Yes



Conditional Use



Case# CU-

Conditional Use-Expanded Home Occupation (Only)

The following questions must be addressed when applying for a Conditional Use from Section 511.03 (Conditional Use Home Occupation) of the Franklin County Zoning Resolution. If these questions are not answered, the application will be considered incomplete.

1. Enclose all details regarding the day-to-day operations of the home occupation (type of business, hours of operation, designated parking areas, etc.).

N-A

2. How many non-resident employees?

N-A

3. Will the home occupation be conducted within a structure accessory to a dwelling unit and located on the same lot as the dwelling unit?

Yes

4. What type of commodities, if any, will be sold on the premises? If sales of commodities are not produced on site, please specify all commodities associated with the home occupation?

N-A

5. Will there be outside storage of any kind associated with the conditional use home occupation? If so, what is proposed to be stored on site and how will the storage be completely screened from adjacent residential lots and abutting streets? This must be met!

No

6. Will there be any organized instruction of pupils that would exceed six (6) pupils at any given time?

No

7. Will there be any signage? Signage shall be consistent with the provisions of Section 541.03(8).

No

8. Will the delivery traffic increase? Traffic shall be limited to not more than three (3) UPS or similar deliveries per week. No semi-tractor truck deliveries will be permitted at any time.

No



Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

Application for

Conditional Use

Pursuant to Section 815 of the Zoning Resolution

Page 6 of 8



Case# CU-

Affidavit

I hereby certify that the facts, statements, and information presented within this application form are true and accurate 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 and all applicable requirements of the Franklin County Zoning Resolution. The affiant further acknowledges that a Certificate of Zoning Compliance may only be issued for an approved Conditional Use within the period of one (1) year from the date of final approval by the Board of Zoning Appeals; if a conditional use permit has not been used within one (1) year of its date of issuance, meaning there has not been active and substantial improvement to a property in accordance with a valid conditional use permit, then the conditional use permit shall expire and no work may commence or continue without either renewing the conditional use or receiving a new conditional use approval from the Board of Zoning Appeals in accordance with Section 815 of the Franklin County Zoning Resolution.

Scott Hessler

Applicant/Authorized Agent

8-6-19

Date

Jerry O. Keek

Property Owner (signature must be notarized)

8-6-19

Date

Jerry O. Keek

Property Owner (signature must be notarized)

8-6-19

Date

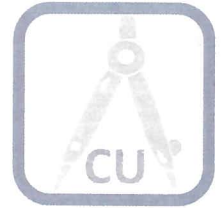
***Agent must provide documentation that they are legally representing the property owner.**

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



CAMERON M. SHAFFER
NOTARY PUBLIC,
STATE OF OHIO
Comm. Expires
January 23, 2022

X Cameron M. Shaffer



Site Plan Requirements

- The site plan must be prepared by a design professional (i.e. registered surveyor, engineer and/or architect) and include all items required under Sections 705.022 and 815.022 of the Franklin County Zoning Resolution
 - *Site plans which are incomplete and/or not drawn to scale will not be accepted.*
- Two (2) copies - minimum size of 8.5"x11" paper, maximum size of 11"x17" paper **Larger size copies are acceptable in addition to the min./max. sizes required*
- North arrow and appropriate scale (i.e. 1 inch = 20 feet)
- Property lines, with the exact dimensions of the lot labeled
- Street right-of-way boundaries including street centerline
- The exact dimensions and location of all existing buildings (principal and accessory), structures (decks, patios, pools, paved parking areas, courtyards, etc.) and driveways/access points, indicating setbacks of each from property lines with measurements/distances labeled
- The exact dimensions, height and location of all proposed buildings, structures, additions, or modifications to the property, indicating setbacks from property lines with measurements/distances labeled
- Landscaping details - provide the quantity, location, size and plant species (Ohio Native Non-Invasive Only) used
- All open space areas including calculations (percentage) of impervious vs. pervious surface
- Building elevations and/or architectural renderings
- Parking layout with required parking calculations provided
- Lighting details - location, type of fixture (illustration), height and strength (footcandles/lumens)
- Existing and intended uses of all buildings and structures
 - *If multiple uses are being conducted within one building, the site plan must reflect the area of the building being occupied by each individual use*
- All easements and above/below ground utilities
- Regulatory floodplain (Floodway and Floodway Fringe) and riparian setback boundaries, when applicable
- All existing and proposed above and below ground drainage and stormwater features
 - *Refer to the Franklin County Stormwater Drainage Manual*
- Site topography (two (2) ft. contour intervals)
- Details regarding the location, height, maintenance and screening for any existing or proposed trash dumpster
- Screening details - *Refer to Section 521 of the Franklin County Zoning Resolution*
- Provisions for water and sanitary services including the the exact location, dimensions and setbacks from property lines and structures of all private/public water and wastewater treatment facilities
 - *If public water and sewer services are provided, proof of services must be submitted*
- All areas of disturbance, including grading, filling, clearing, excavating, etc.
- Erosion and sediment control plan
- All fence locations, indicating height and material(s) used
- Any other information with regard to the lot or neighboring lots which may be necessary to determine and provide for the enforcement of the Franklin County Zoning Resolution
 - *Please note that the requirements mentioned above, or portions of, may be waived by the Administrative Officer when, in his/her opinion, the applicant has satisfactorily demonstrated that all aspects relative to the above have been suitably addressed*



LOCATION MAP

LARRY KECK'S 24'X30' POST FRAME

SHEET INDEX	
SHEET #	NAME
C-1	COVER SHEET
A-1	3D VIEW
A-2	FLOOR PLAN
A-3	ELEVATIONS
A-4	WALL DETAIL
A-5	TRUSS LAYOUT
A-6	METAL ROOFING LAYOUT
A-7	PANELS

GENERAL NOTES:

BUILDING DESIGN BASED ON THE 2013 OHIO RESIDENTIAL CODE PLUS ADDENDUMS

PROPOSED BUILDING : RESIDENTIAL ACCESSORY
PROPOSED AREA FINISHED FLOOR: 720 SQ. FT.

SOIL BEARING DESIGN BASED ON 2,000 PSF AT FOOTING DEPTH. BASED ON NRCS SOIL SURVEY OF SILTY LOAM SOILS . REPORT ANY SIGNIFICANT DIFFERENCE IN SOIL TYPE TO DESIGN ENGINEERING

CONCRETE STRENGTH FOR FOOTERS SHALL BE A MINIMUM OF 3,000 PSI AT 28 DAYS. CONCRETE FOR FLOOR SHALL BE A MINIMUM 4,000 PSI AT 28 DAYS. CONCRETE FOR EXTERIOR SLABS AND SLABS IN UNHEATED AREAS SHALL BE A MINIMUM OF 4,000 PSI AT 28 DAYS, WITH 6% AIR ENTRAINMENT.

THE STRUCTURE IS DESIGNED TO BE SELF-SUPPORTING AND STABLE AFTER COMPLETION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ERECTION PROCEDURES AND SEQUENCE, AND TO ENSURE THE SAFETY OF THE BUILDING AND ITS COMPONENTS.

AN APPROVED SET OF CONSTRUCTION DOCUMENTS SHALL BE KEPT AT THE SITE OF THE WORK AND SHALL BE AVAILABLE FOR REFERENCE BY THE BUILDING OFFICIAL AT ALL TIMES DURING WORKING HOURS WHILE SUCH WORK IS IN PROGRESS.

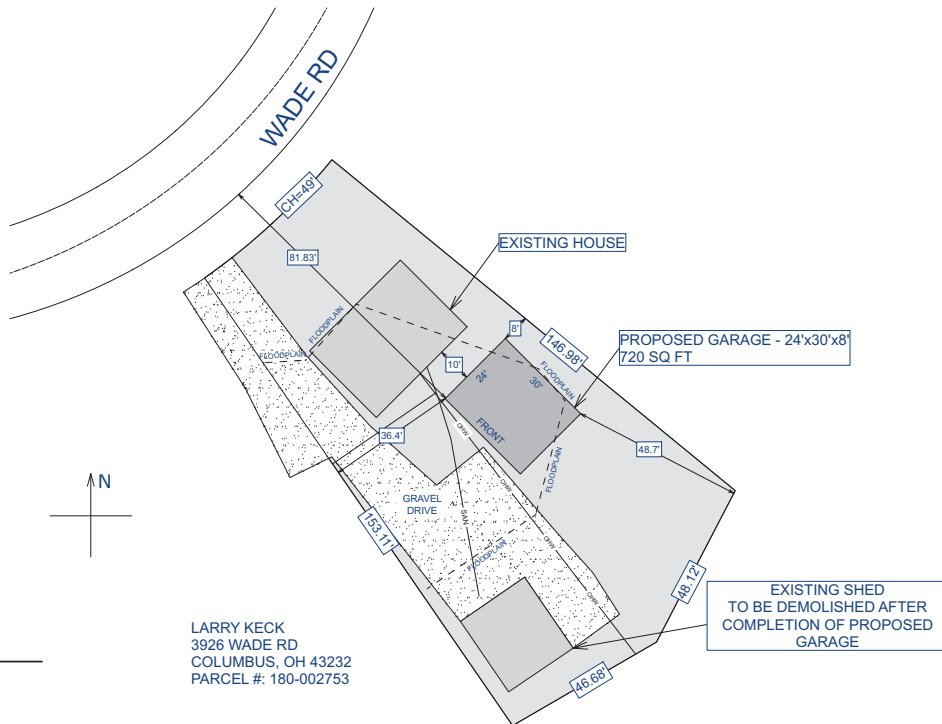
FLASHING SHALL BE INSTALLED IN SUCH A MANNER SO AS TO PREVENT MOISTURE FROM ENTERING ANY WALLS OR TO REDIRECT IT TO THE EXTERIOR. FLASHING SHALL BE INSTALLED AT THE PERIMETERS OF EXTERIOR DOOR AND WINDOW ASSEMBLIES, PENETRATIONS, AND TERMINATIONS OF EXTERIOR WALL ASSEMBLIES, EXTERIOR WALL INTERSECTIONS WITH ROOFS, CHIMNEYS, PORCHES, DECKS, BALCONIES AND SIMILAR PROJECTIONS AND ON BUILT-IN GUTTERS AND SIMILAR LOCATIONS WHERE MOISTURE COULD ENTER THE WALL. FLASHING WITH PROJECTING FLANGES SHALL BE INSTALLED ON BOTH SIDES AND THE ENDS OF COPINGS, UNDER SILLIS AND CONTINUOUSLY ABOVE PROJECTING TRIM; SECTION 1405 OBC.

BUILDING USE DESCRIPTION:
STORAGE FOR VEHICLES

SITE ADDRESS:
3926 WADE RD
COLUMBUS, OH
43232

DESIGN CRITERIA:
BUILDING DESIGN:

- FIRST FLOOR: 100 PSF
- CONCENTRATED FLOOR LOAD: 2,000 LBS
- ROOF LIVE LOAD: 20 PSF
- STRUCTURE DEAD LOAD
- FIRST FLOOR: 15 PSF CEILING: 10 PSF
- ROOF: 5 PSF SPRINKLER: N/A
- BASIC WIND SPEED: 90 MPH
- IMPORTANCE FACTOR: 1.0
- EXPOSURE: B
- GROUND SNOW LOAD: 20 PSF
- IMPORTANCE FACTOR: 1.0
- THERMAL FACTOR: 1.0
- SLOPE FACTOR: 1.0
- SEISMIC DESIGN
- SITE CLASS: D
- Ss: 0.11 S₁: 0.05 SDS: 0.12 SD1: 0.09
- OCCUPANCY CLASS: 2



C-1 SITE PLAN
SCALE: 1" = 35'

LARRY KECK
3926 WADE RD
COLUMBUS, OH 43232
PARCEL #: 180-002753

CARL BEATTY

Design/Build Consultant

1219 West High Avenue
New Philadelphia, Ohio 44663
Office: 330-447-5949

NEW GARAGE

24'x30'x8'
FOR
LARRY KECK
OF
3926 WADE RD
COLUMBUS, OHIO
43232

P.O. NUMBER

NOTES

Engineer:

PROJECT NUMBER

19-001

DATE

Thursday, August 15, 2019

SHEET #

C-1

CARL BEATTY

Design/Build Consultant

1219 West High Avenue
New Philadelphia, Ohio 44663
Office: 330-447-5949

NEW GARAGE

24'x30'x8'
FOR
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3926 WADE RD
COLUMBUS, OHIO
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Engineer:
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19-001

DATE

Thursday, August 15, 2019

SHEET #

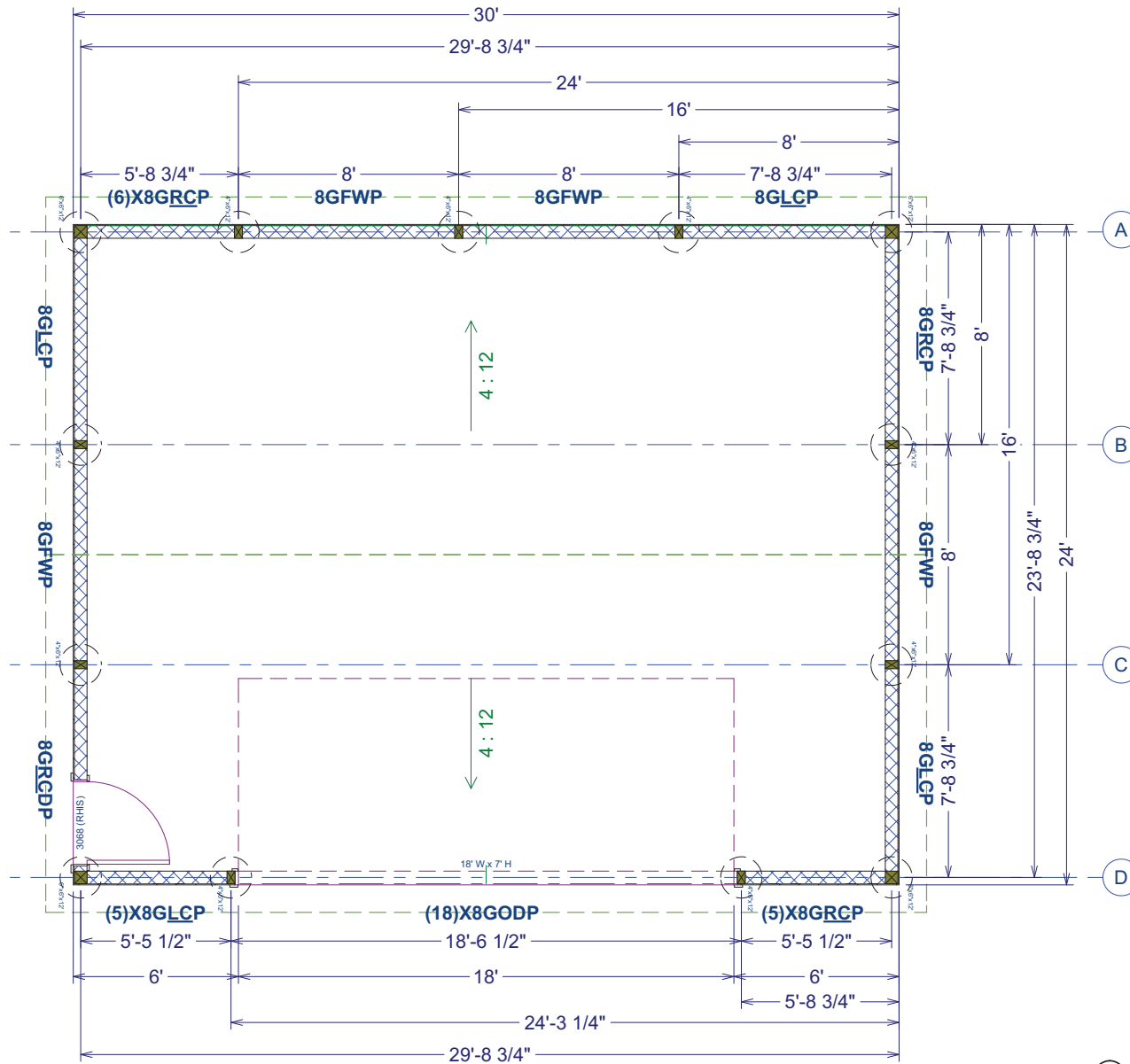
A-1



A-1

3D VIEW

720 SQ FT



A-2 FLOOR PLAN
SCALE: 1/4" = 1'-0"

CARL BEATTY

Design/Build Consultant

1219 West High Avenue
New Philadelphia, Ohio 44663
Office: 330-447-5949

NEW GARAGE

24'x30'x8'
FOR
LARRY KECK
OF
3926 WADE RD
COLUMBUS, OHIO
43232

P.O. NUMBER

NOTES

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PROJECT NUMBER

19-001

DATE

Thursday, August 15, 2019

SHEET #

A-2

844 SQ FT

CARL BEATTY

Design/Build Consultant

1219 West High Avenue
New Philadelphia, Ohio 44663
Office: 330-447-5949

NEW GARAGE

24'x30'x8'

FOR

LARRY KECK

OF

3926 WADE RD
COLUMBUS, OHIO
43232

P.O. NUMBER

NOTES

Engineer:

PROJECT NUMBER

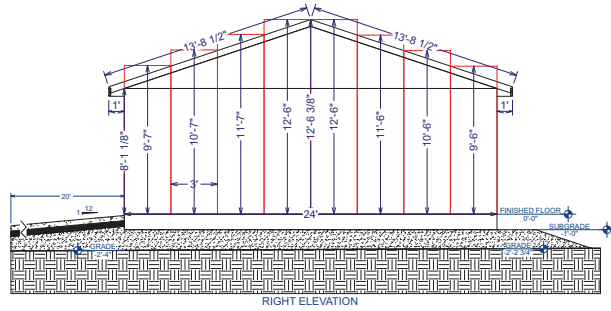
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DATE

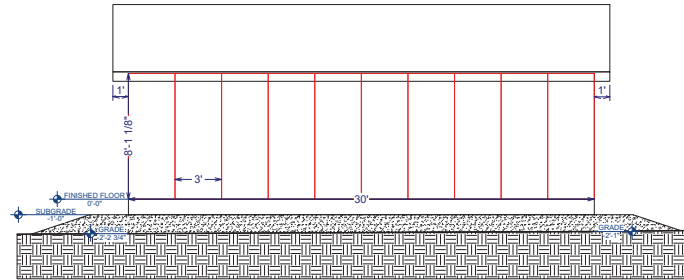
Thursday, August 15, 2019

SHEET #

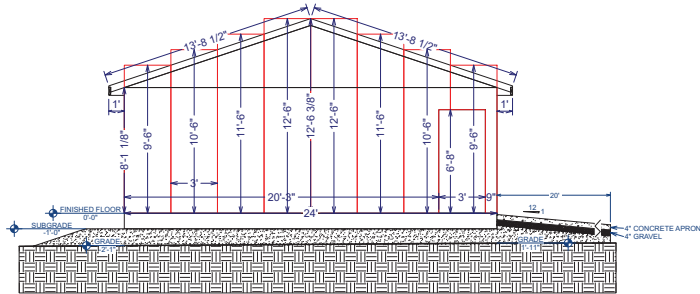
A-3



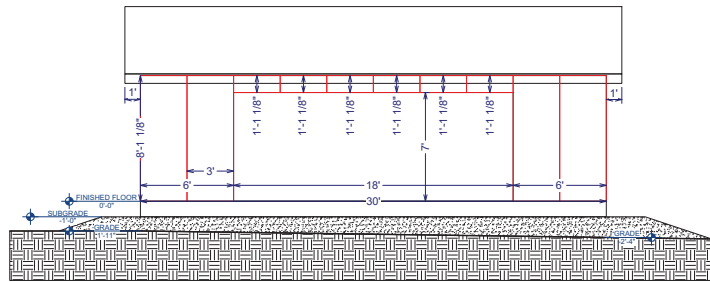
RIGHT ELEVATION



BACK ELEVATION



LEFT ELEVATION



FRONT ELEVATION

A-3

ELEVATIONS

SCALE: 1/8" = 1'-0"

CARL BEATTY

Design/Build Consultant

1219 West High Avenue
New Philadelphia, Ohio 44663
Office: 330-447-5949

NEW GARAGE

24'x30'x8'

FOR

LARRY KECK

OF

3926 WADE RD
COLUMBUS, OHIO
43232

P.O. NUMBER

NOTES

Engineer:

PROJECT NUMBER

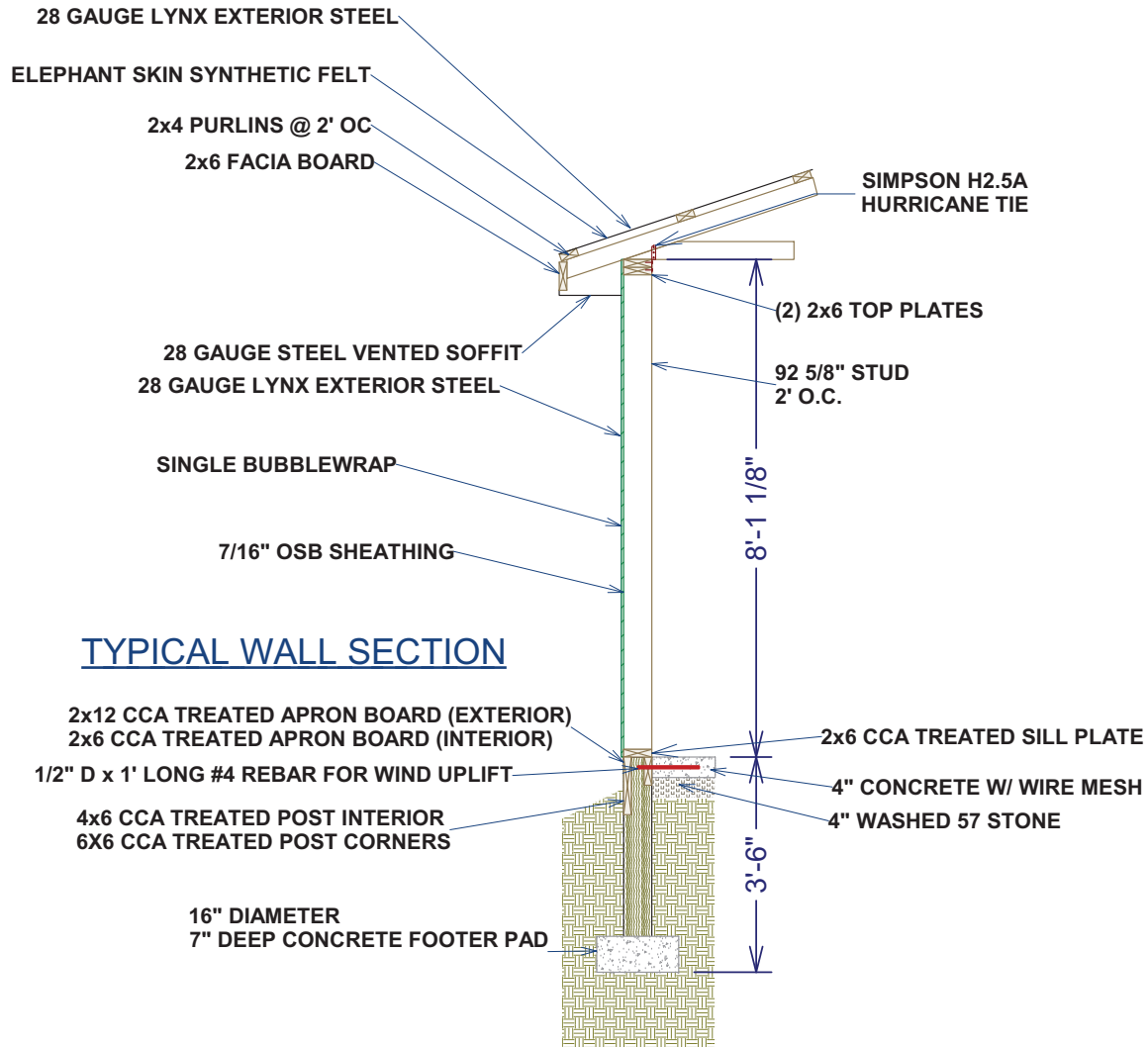
19-001

DATE

Thursday, August 15, 2019

SHEET #

A-4

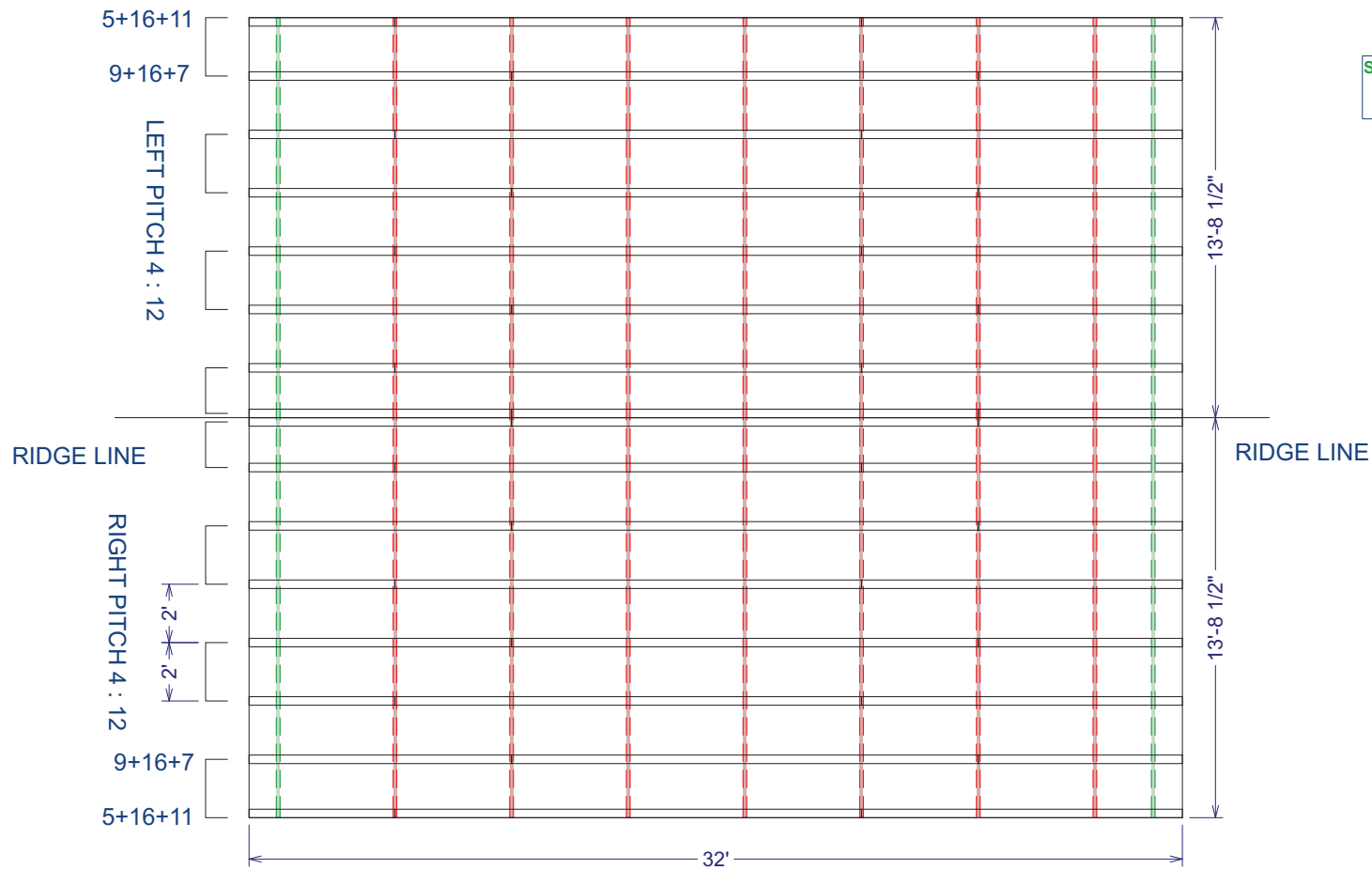


A-4

WALL DETAIL
SCALE: 1/2" = 1'-0"

877 SQ FT

4' O.C. TRUSSES- PURLIN LAYOUT



STRUCTURAL GABLE TRUSSES
COMMON TRUSSES
 REFER TO PAGE: A-5
 FOR TRUSS DETAIL

CARL BEATTY

Design/Build Consultant

1219 West High Avenue
 New Philadelphia, Ohio 44663
 Office: 330-447-5949

NEW GARAGE

24'x30'x8'

FOR

LARRY KECK

OF

3926 WADE RD
 COLUMBUS, OHIO
 43232

P.O. NUMBER

NOTES

Engineer:

PROJECT NUMBER

19-001

DATE

Thursday, August 15, 2019

SHEET #

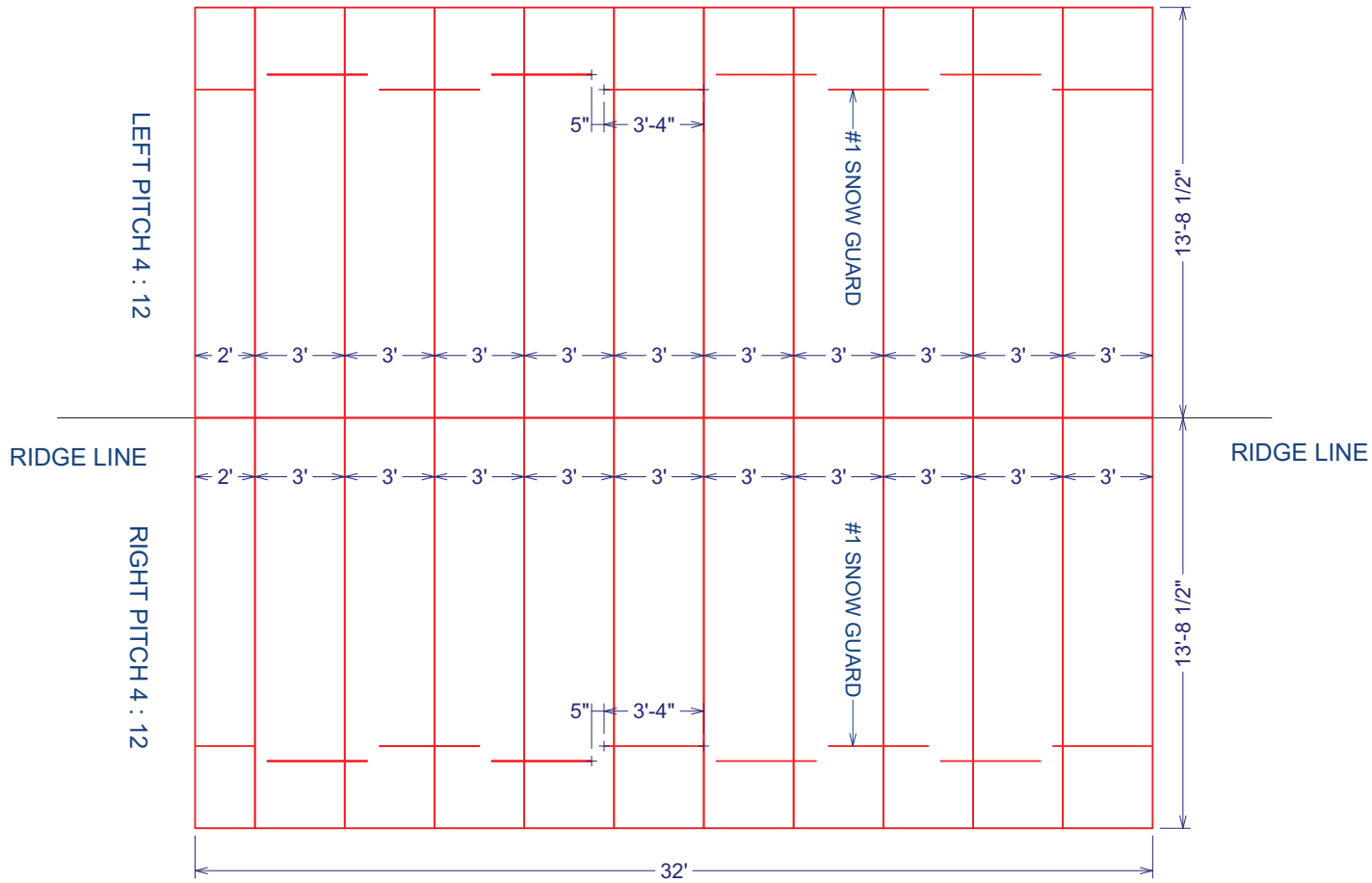
A-5

A-5

TRUSS LAYOUT
 SCALE: 1/4" = 1'-0"

877 SQ FT

METAL ROOFING LAYOUT



CARL BEATTY
 Design/Build Consultant
 1219 West High Avenue
 New Philadelphia, Ohio 44663
 Office: 330-447-5949

NEW GARAGE
 24'x30'x8'
 FOR
 LARRY KECK
 OF
 3926 WADE RD
 COLUMBUS, OHIO
 43232

P.O. NUMBER

NOTES
 Engineer:
 .

PROJECT NUMBER
 19-001

DATE
 Thursday, August 15, 2019

SHEET #

A-6

A-6 METAL ROOFING LAYOUT
 SCALE: 1/4" = 1'-0"

CARL BEATTY

Design/Build Consultant

1219 West High Avenue
New Philadelphia, Ohio 44663
Office: 330-447-5949

NEW GARAGE

24'x30'x8'

FOR

LARRY KECK

OF

3926 WADE RD
COLUMBUS, OHIO
43232

P.O. NUMBER

NOTES

Engineer:

PROJECT NUMBER

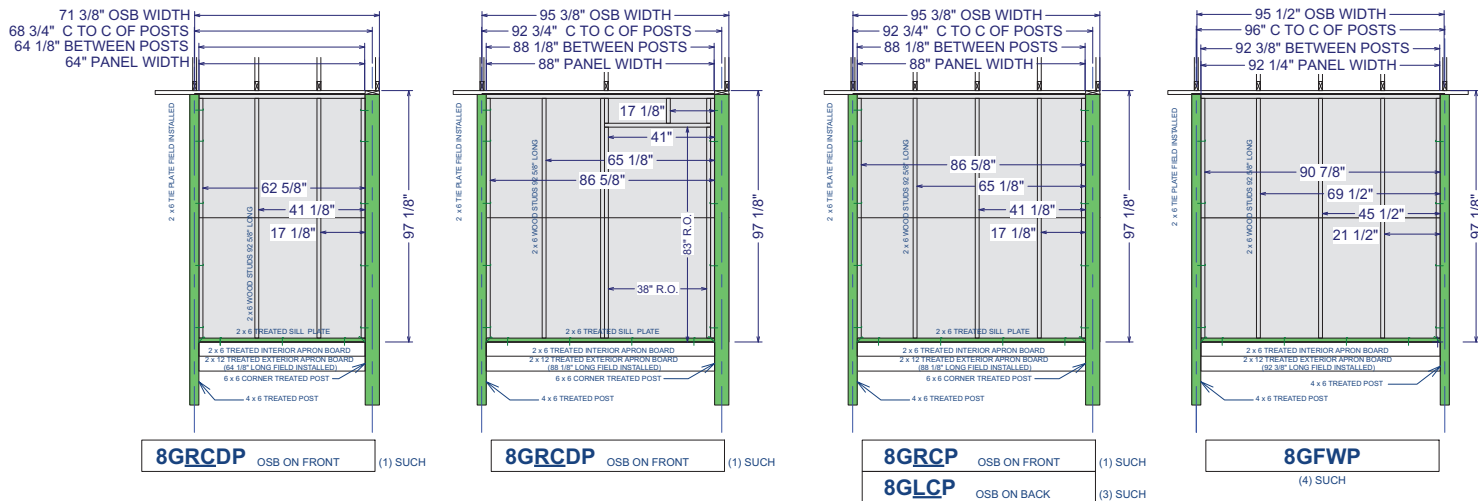
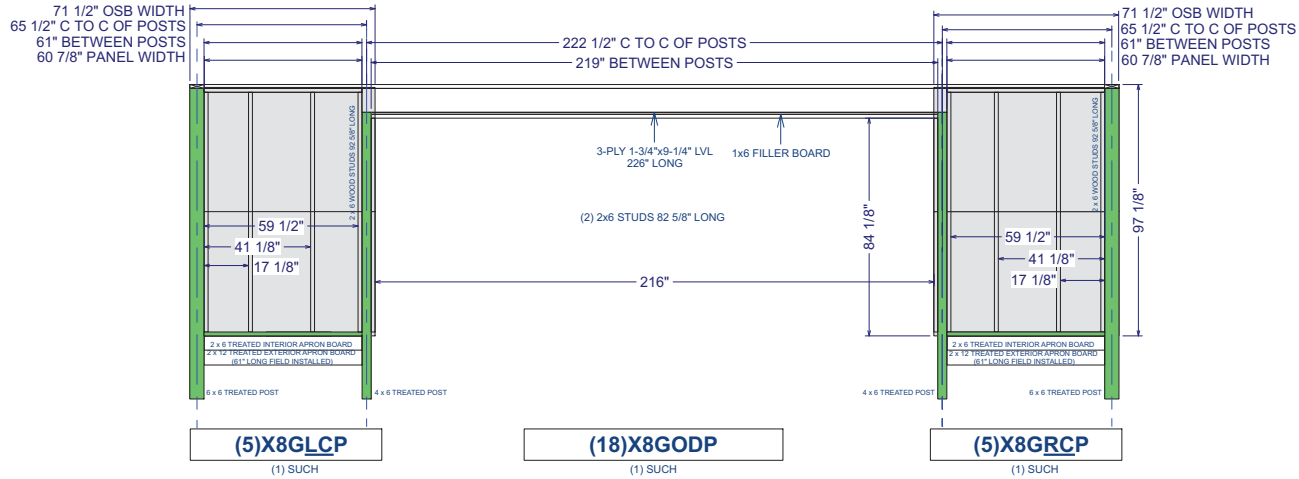
19-001

DATE

Thursday, August 15, 2019

SHEET #

A-7



A-7

PANELS

SCALE: 1/4" = 1'-0"

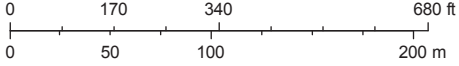
CU-3949



August 21, 2019

1:2,493

- | | | | |
|-------------------------|--------------------|-------------------------------|---|
| Parcel IDs | Creeks & Streams | Cross-Sections | Area of Undetermined Flood Hazard |
| Right of Way | Waterbodies | Other Boundaries | 0.2% Annual Chance Flood Hazard |
| Railroads | Tax Parcel | Limit Lines | Future Conditions 1% Annual Chance Flood Hazard |
| Building Footprints | Drops and Adds | SFHA / Flood Zone Boundary | Area with Reduced Risk Due to Levee |
| Pavement | Easements | 1% Annual Chance Flood Hazard | ImageryExtent2017 |
| SecondaryTransportation | Original Lot Lines | Regulatory Floodway | |
| Street Network | FIRM Panels | Special Floodway | |



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), (c) OpenStreetMap contributors, and the GIS User Community



Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

Application for Zoning Variance

Pursuant to Section 810 of the Zoning Resolution

Page 1 of 3



Property Information

Site Address: 1929 - 1959 Harmon Avenue
Parcel ID: 140-007411 Zoning District: L-I
Lot Acreage: 6.429 Township: Franklin

Property Owner Information

Name: George S Smith
Address: 2209 Harrisburg Pike
Columbus, OH 43123
Phone #: (614) 206-1417 Fax #: (614) 444-2270
Email: setsohl@aol.com

Applicant Information

Same as property owner

Name: George S Smith
Address: 2209 Harrisburg Pike
Columbus, OH 43123
Phone #: (614) 206-1417 Fax #: (614) 444-2270
Email: setsohl@aol.com

Agent Information

Name: Jackson B Reynolds, III
Address: c/o Smith & Hale LLC
37 West Broad Street, Suite 460
Columbus, OH 43215
Phone #: (614) 221-4255 Fax #: (614) 221-4409
Email: jreynolds@smithandhale.com

Staff Use Only

Case # VA- 3950

Date Filed: 8/15/19

Received By: BMF

Hearing Date: 9/16/19

Technical Review: 8/27/19

Zoning Compliance #:

ZC-19-035

Checklist

- Completed Application
- Fee Payment (checks only)
- Auditor's Map (8.5"x11")
- Site Map (max 11"x17") see page 7
- Covenants and deed
- Notarized signatures
- Proof of water/wastewater supply
- Copy of denied Zoning Certificate
- Copy of denial letter

Water & Wastewater

Water Supply

- Public (Central)
- Private (On-site)
- Other

Wastewater Treatment

- Public (Central)
- Private (On-site)
- Other



Franklin County
Board of Commissioners

**ECONOMIC DEVELOPMENT
& PLANNING**

Economic Development & Planning Department
James Schimmer, Director

Application for

Zoning Variance

Pursuant to Section 810 of the Zoning Resolution

Page 2 of 7

Case# VA- 3950

Variance(s) Requested:

Section:

see attached list

Description:

Section:

Description:

Section:

Description:

Describe the project:

The property owner/applicant is seeking to operate a truck trailer/auto parking lot on the property and with this application is seeking relief from some of the applicable development standards.

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.

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.

The property is shaped like an "L" lying on its back with all the development on deep end of the "L" therefore the area where the truck parking facility is located out front of the existing building and has to conform to building setback requirements for the security fencing needs to the operation.



Franklin County
Board of Commissioners

**ECONOMIC DEVELOPMENT
& PLANNING**

1803
Economic Development & Planning Department
James Schimmer, Director

Application for
Zoning Variance

Pursuant to Section 810 of the Zoning Resolution

Page 3 of 7

Case# VA- 3950

- 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.

The owner/applicant is seeking equal treatment as many of the properties along Harmon Avenue have fencing and parking setback requested by this application. So the request is to be treated as other properties in the area.

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

The special condition is a result of the layout of the lot that the applicant / owner purchased. The lot abutting the property has a building located in front of the required building setback.

- 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.

No, the granting of the variance will not grant the owner/applicant any special privilege that is not evident in the area as the request is to be treated equally.

- 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, the granting of the variance would not adversely affect any persons in the area nor would the granting be detrimental nor injurious to the surrounding areas.

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

Yes, but it would be less efficient use of the property and not within keep of other uses in the area.



Franklin County
Board of Commissioners

**ECONOMIC DEVELOPMENT
& PLANNING**

1803
Economic Development & Planning Department
James Schimmer, Director

Application for

Zoning Variance

Pursuant to Section 810 of the Zoning Resolution

Page 4 of 7

Case# VA- 3950

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

The most prominent variance reduces the fence setback from 50' to 20' to colocate with the green belt area along the right of way.

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, the essential character of the neighbor would not be substantially changed nor would the adjoining properties suffer any harm with the granting of the variances.

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)

There would be no impact on the delivery of governmental services with the granting of the variances.

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

No, the applicant / owner only learned of the zoning restrictions when plans were created to develop the proeprty.

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

No, the only way to solve the site issues is through the requested variances.

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

Yes, the spirit and intent behind the zoning code would be observed and substantial justice be done with the granting of the variances.



Franklin County
Board of Commissioners
**ECONOMIC DEVELOPMENT
& PLANNING**
Economic Development & Planning Department
James Schimmer, Director

Application for
Zoning Variance
Pursuant to Section 810 of the Zoning Resolution
Page 5 of 7



Case# VA- 3950

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 and all applicable requirements of the Franklin County Zoning Resolution. The affiant further acknowledges that a Certificate of Zoning Compliance may only be issued for an approved Variance within the period of one (1) year from the date of final approval by the Board of Zoning Appeals; if an approved Variance has not been used within one (1) year of its date of issuance, meaning there has not been active and substantial improvement to a property in accordance with a valid Variance, then the Variance shall expire and no work may commence or continue without either renewing the Variance or receiving a new Variance approval from the Board of Zoning Appeals in accordance with Section 810 of the Franklin County Zoning Resolution.

John B. Reynolds III
Applicant/Authorized Agent *
George B. Smith, owner
By *John B. Reynolds III*
Property Owner (signature must be notarized)

8/14/19
Date
8/15/19
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.



Jeffrey L. Brown 8/15/19

Jeffrey L. Brown, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

Variance List

Section 344.041((b)(i) – to reduce the opaque screening from 80% to 0%

Section 501.012 Height – to increase the height of a fence from 3 ½” to 6’

Section 521.012(i) – to reduce the screening from 100% to 0%

Section 504.024(b) – to reduce the building setback to 20’

Section 531.011(z) – Parking facilities to permit gravel parking lot

Section 504.012 – to reduce parking setback to 20’

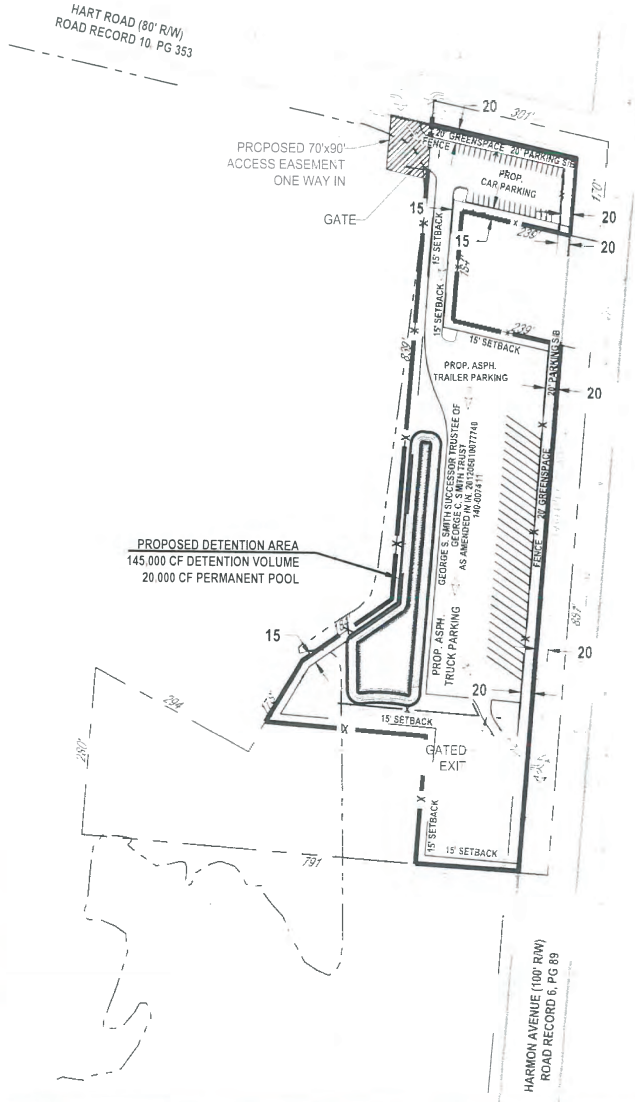
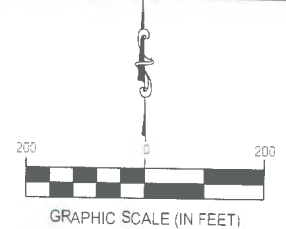
smith-harmon-var.lst (nct)
8/12/19 S:Docs



VIA-3950

**ZONING COMPLIANCE EXHIBIT FOR
 GEORGE S. SMITH, SUCCESSOR TRUSTEE OF
 GEORGE C. SMITH TRUST AS AMENDED
 APN: 140-0007411**

STATE OF OHIO COUNTY OF FRANKLIN TOWNSHIP OF FRANKLIN
 VIRGINIA MILITARY SURVEY 420



EXISTING LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY
- ROADWAY CENTERLINE
- CORPORATION LINE
- GAS LINE
- FENCE
- OVERHEAD UTILITY
- EDGE OF ROADWAY
- EDGE OF DRIVEWAY
- EXISTING CONTOUR (MAJOR)
- EXISTING CONTOUR (MINOR)
- EXISTING 500 YEAR FLOODPLAIN
- UTILITY POLE
- CATCH BASIN
- MANHOLE
- FIRE HYDRANT
- STRUCTURE

PROPOSED LEGEND

- AREA TO BE DEVELOPED
- PROPOSED FENCE
- PROPOSED SETBACK

RECEIVED
AUG 15 2019
 Franklin County Planning Department
 Franklin County, OH

VA-3950

RUSSELL KOENIG OHIO PS NO 8358 DATE _____
 koenig@cesoinc.com

SITE DATA

PARCEL #:	140-007411
ACREAGE:	10.687 ACRES
PROPOSED DEVELOPABLE AREA:	6.429 ACRES
ZONING:	LI - LIMITED INDUSTRIAL
S.I.C #:	42
EXISTING POROUS SURFACE:	0.188 ACRES (2.9% OF DEVELOPABLE AREA)
PROPOSED NON- POROUS SURFACE:	2.972 ACRES (46.2% OF DEVELOPABLE AREA)
PROPOSED GREEN SPACE:	0.574 ACRES (8.9% OF DEVELOPABLE AREA)

FENCE/WALL DATA:

HEIGHT:	6'
OPAQUENESS:	0%

GENERAL NOTES

- THIS DRAWING IS NOT BASED ON A FIELD SURVEY
- THERE WILL BE NO WELL OR SEPTIC SYSTEM PROVIDED FOR THE PROPOSED USE.
- 20% OF OPEN SPACE SHALL BE LANDSCAPED PER SECTION 344.048
- ALL BOUNDARY DISTANCES ARE BASED ON THE CURRENT DEED DESCRIPTION
- EXISTING TOPOGRAPHIC FEATURES ARE BASED ON COUNTY MAPPING AND AVAILABLE AERIAL IMAGERY
- UTILITIES ARE SHOWN BASED ON PLAN INFORMATION RECEIVED FROM INDIVIDUAL UTILITY COMPANIES BASED ON A REQUEST TO THE OHIO UTILITIES PROTECTION SERVICE PLACED ON JANUARY 15, 2019, AND FILED AS TICKET NUMBER A901500339.

ZONING COMPLIANCE EXHIBIT		
GEORGE S. SMITH		
1929-1959 HARMON AVE COLUMBUS		VMS 420 FRANKLIN OHIO
SCALE: 1"=200'	DATE: 08/5/2019	
DESIGN: N/A		JOB NO. 756238
DRAWN: RAK/ALB		SHEET NO.:
CHECKED: JAM		1 OF 1

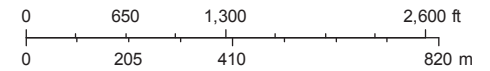
VA-3950



August 21, 2019

- Parcel IDs
- Pavement
- Street Network
- Waterbodies
- Tax Parcel
- ImageryExtent2017

1:9,973



Franklin County Auditor
 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), (c) OpenStreetMap contributors, and the GIS User Community



Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

Application for

Zoning Variance

Pursuant to Section 810 of the Zoning Resolution

Page 1 of 7



(revised 7.13.19)

Property Information

Site Address: 8336 Harrisburg-London Rd,

Parcel ID: 230-001838-00 Zoning District: (R)

Lot Acreage: 5.5530 Township: Pleasant

Property Owner Information

Name: Jordan Johnston

Address: 8336 Harrisburg-London Rd,

Phone # (614) 554-4639 Fax #

Email: jordan.johnston@limbachinc.com

Applicant Information

Same as property owner

Name: Chris W. Bartmess

Address: 533 Illinois Ct.
Westerville, OH 43081

Phone # 614-570-2705 Fax #

Email: cbartmess@luskarchitecture.com

Agent Information

Name:

Address:

Phone # Fax #

Email:

Staff Use Only

Case # VA- 3951

Date Filed: 8/15/19

Received By: BMF

Fee Paid: \$350

Receipt Number: 19-03083

Hearing Date: 9/16/19

Technical Review: 8/27/19

Zoning Compliance #:
R2-19-273

Checklist

- Completed Application
- Fee Payment (checks only)
- Auditor's Map (8.5"x11")
- Site Map (max 11"x17")
- Covenants and deed
- Notarized signatures
- Proof of water/wastewater supply
- Copy of denied Zoning Certificate
- Copy of denial letter

Water & Wastewater

Water Supply

- Public (Central)
- Private (On-site)
- Other

Wastewater Treatment

- Public (Central)
- Private (On-site)
- Other





Case# VA- 3951

Variance(s) Requested:

Section: ~~810~~ 512.02(a)

Description: Homeowners would like to keep design intent of New Garage as-is and not push garage another 6' making this as an accessory structure.

Section:

Description:

Section:

Description:

Describe the project:

(2) car garage addition w/ a 4' breezeway from existing dwelling to west side of new proposed Garage wall. Garage was designed so that it fit between (2) exist. windows on East side of dwelling without extra expenses to relocate the exist. windows. Also affected if we were to attach Garage walls to dwelling is electric/meter service would also be a major expense to move to another location.

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.

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.

We are asking for for this variance so initial design of a 4' breezeway away from dwelling, instead of New proposed garage being submitted as an accessory structure being the required 10' away from the existing dwelling.



Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

Application for

Zoning Variance

Pursuant to Section 810 of the Zoning Resolution

Page 3 of 7



Case# VA- 3951

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.

We feel that other properties in the area could have this minimal variance approved as well if in the same nature of the one we are proposing.

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

No they don't.

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.

With this being a small variance of 6' in an open rural community, we feel this small of a variance could be granted to other structures of the same nature in the same Zoning District.

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 it would not.

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

Yes. Home was constructed in 2015 and is currently occupied and will remain as-is.



Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

Application for

Zoning Variance

Pursuant to Section 810 of the Zoning Resolution

Page 4 of 7



Case# VA- 3951

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

Variance we are proposing is only 6' more that the New Garage would have to move away from dwelling structure making it 10' from the dwelling and classifying it as an accessory structure.

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. This home is located on 5.5+ acres and in a rural open area.

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 would be affected.

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

Property owners to my knowledge were not aware of the current Zoning Restrictions.

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

Yes it could, but homeowners would like to keep original design intent instead of much added cost to move exist. windows and utilitie locations.

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

Yes all parties feel it would. Very small variance in nature is what we are applying for.



Franklin County
Board of Commissioners

ECONOMIC DEVELOPMENT & PLANNING

Economic Development & Planning Department
James Schimmer, Director

Application for

Zoning Variance

Pursuant to Section 810 of the Zoning Resolution

Page 5 of 7



Case# VA- 3951

Affidavit **

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Chris N. Barts

Applicant/Authorized Agent *

8.15.19

Date

Property Owner (signature must be notarized)

Date

Property Owner (signature must be notarized)

Date

Evelyne Yarborough



Evelyne Yarborough
Notary Public, State of Ohio
My Commission Expires 10-01-19

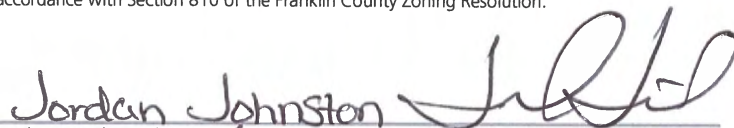
***Agent must provide evidence that they are legally representing the property owner.**
****Approval does not invalidate any restrictions and/or covenants that are on the property.**



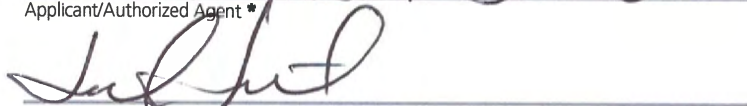
Case# VA- 3951

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 Applicant/Authorized Agent *

8-15-19
 Date


 Property Owner (signature must be notarized)

8-15-19
 Date

Property Owner (signature must be notarized)


Date



Evelyne Yarborough
 Notary Public, State of Ohio
 My Commission Expires 10-01-19

*Agent must provide written consent that they are legally representing the property owner.
 **Approval does not void any restrictions and/or covenants that are on the property.

A New Attached Garage for:
Jordan & Carissa Johnston
 8336 Harrisburg - London Road
 ORIENT, OH 43146

Contractor:
The W.J. Aldrich Company
 11575 London Road
 Orient, OH 43146

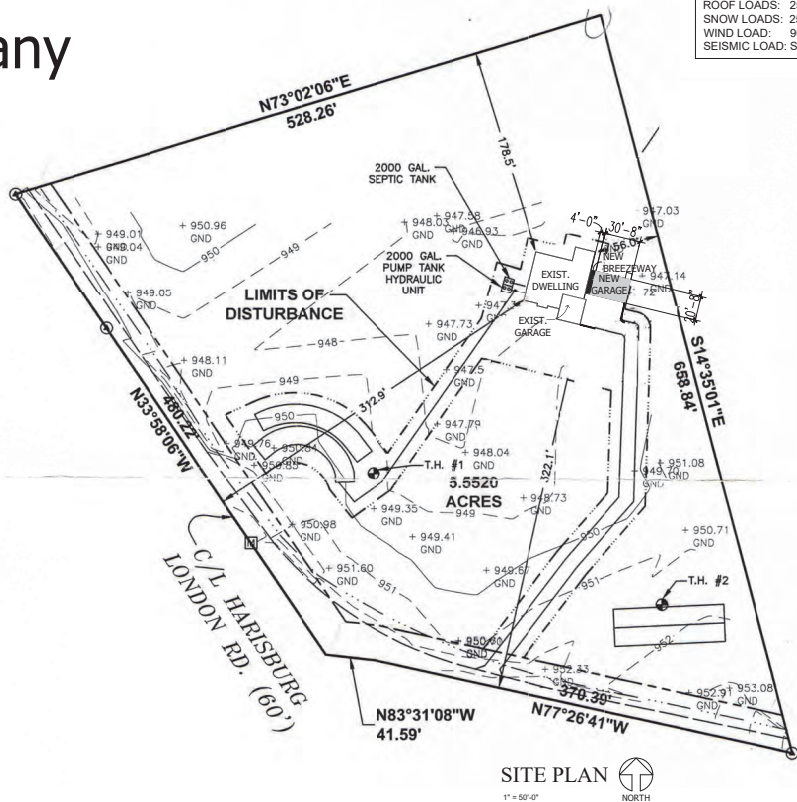
INDEX OF DRAWINGS

C100	COVER / SITE PLAN
A100	GARAGE FOUNDATION PLAN
A101	GARAGE FLOOR PLAN
A200	GARAGE EXTERIOR ELEVATIONS
A201	GARAGE EXTERIOR ELEVATIONS
A300	ROOF / ROOF FRAMING PLAN
A400	BUILDING SECTION / WALL SECTIONS
A500	PROJECT SPECIFICATIONS
E100	ELECTRICAL PLANS

BUILDING CODE

- HVAC & ELECTRICAL WORK SHALL COMPLY WITH REQUIREMENTS OF THE RESIDENTIAL BUILDING CODE.
- THE PLUMBING SYSTEM SHALL COMPLY WITH REQUIREMENTS OF THE RESIDENTIAL BUILDING CODE. PLUMBING CONTRACTOR SHALL SUBMIT PLANS TO FRANKLIN COUNTY HEALTH DEPARTMENT FOR REVIEW AND APPROVAL.
- FLAME SPREAD OF EXPOSED INSULATION SHALL COMPLY WITH O.B.C. 719.3. FLAME SPREAD OF 25 OR LESS AND SMOKE DEVELOPED RATING OF 450 OR LESS.
- FLAME SPREAD OF OF CONCEALED INSULATION SHALL COMPLY WITH O.B.C. 719.2. FLAME SPREAD RATING OF 25 OR LESS AND SMOKE DEVELOPED RATING OF 450 OR LESS.
- PRIOR TO OCCUPYING THIS BUILDING A CERTIFICATE OF USE AND AND OCCUPANCY SHALL OBTAINED.
- FIRE EXTINGUISHERS SHALL BE PROVIDED ON THE JOB SITE DURING CONSTRUCTION AS PER O.B.C. 3309.1
- PAINT ALL PENETRATIONS THROUGH ROOF TO MATCH ROOF

DESIGN LOADING:
 DEAD LOADS: 10 PSF FLOOR JOIST
 20 PSF ROOF TRUSSES
 LIVE LOADS: 40 PSF FLOORS
 ROOF LOADS: 25 PSF
 SNOW LOADS: 25 PSF
 WIND LOAD: 90 MPH EXPOSURE B
 SEISMIC LOAD: SEISMIC CATEGORY B



Bart Architecture & Design
 533 Illinois Ct.
 Westerville, OH 43081

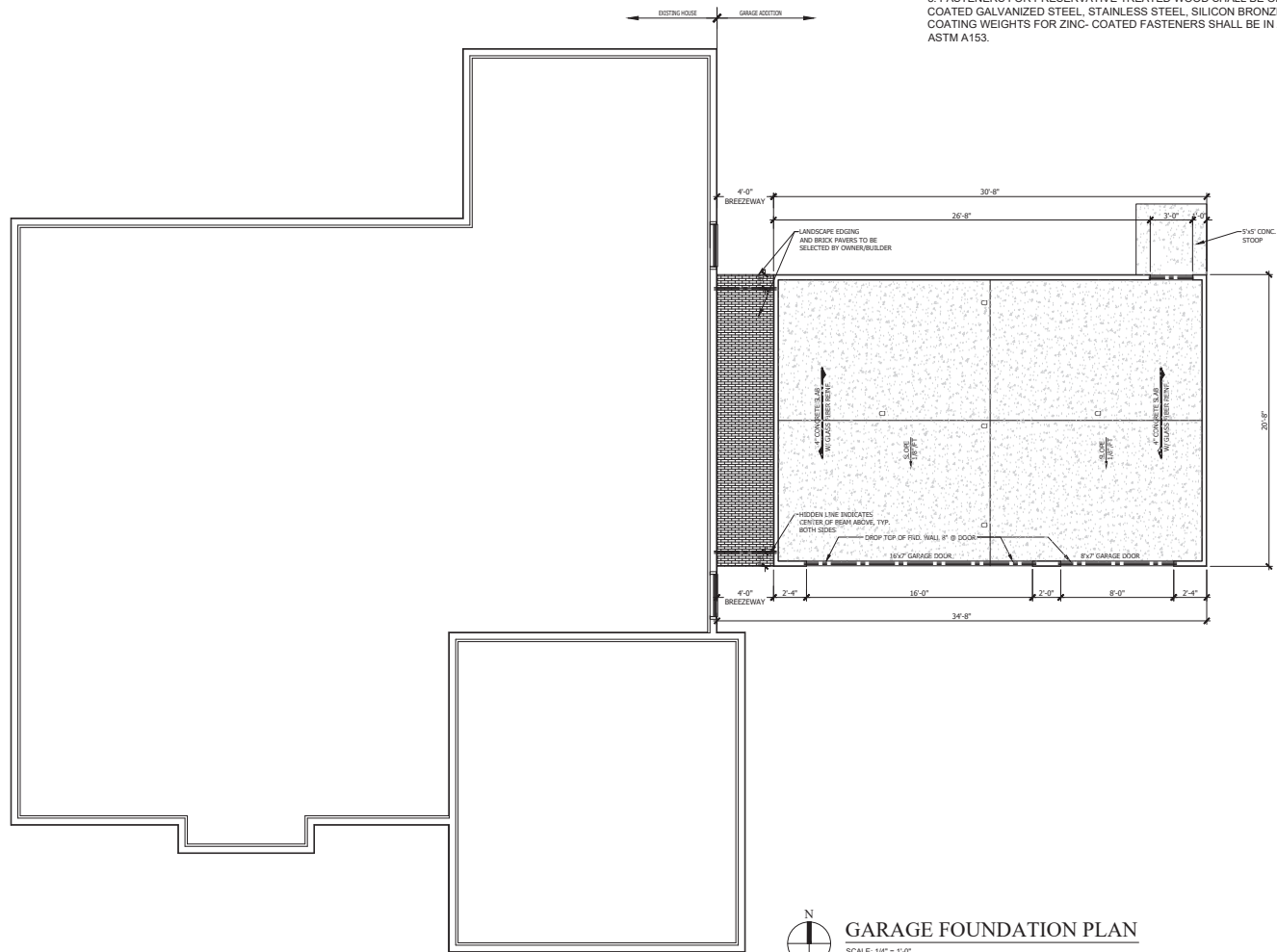
New Attached Garage for:
Jordan & Carissa Johnston
 8336 Harrisburg-London Rd.
 ORIENT, OH 43146
 COUNTY, FRANKLIN

ISSUED DATE:
 08/15/2019
 ISSUED FOR:
 ZONING VARIANCE

SHEET NO.
C100

GENERAL NOTES:

1. ALL INTERIOR PARTITIONS ARE TO BE 3/2" UNLESS NOTED OTHERWISE
2. DOOR SIZES SHOWN ARE NOMINAL. BUILDER & OWNER TO SELECT MFG.
3. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS IN FIELD.
4. FIRE STOPPING SHALL BE PROVIDED TO CUT OFF ALL CONCEALED DRAFT OPENINGS (VERT. & HORIZ.) AND TO FORM AN EFFECTIVE FIRE BARRIER BETWEEN STORIES AND BETWEEN STORIES AND THE ROOF.
5. ALL WOOD IN CONTACT W/ CONCRETE AND/OR MASONRY TO BE PRESERVATIVE TREATED.
6. FASTENERS FOR PRESERVATIVE TREATED WOOD SHALL BE OF HOT DIPPED ZINC-COATED GALVANIZED STEEL, STAINLESS STEEL, SILICON BRONZE OR COPPER. THE COATING WEIGHTS FOR ZINC-COATED FASTENERS SHALL BE IN ACCORDANCE WITH ASTM A153.



Bart Architecture & Design
 533 Illinois Ct.
 Westerville, OH 43081

New Attached Garage for:
Jordan & Carissa Johnston
 8336 Harrisburg-London Rd.
 ORIENT, OH 43146
 COUNTY, FRANKLIN

ISSUED DATE:
 08/15/2019
 ISSUED FOR:
 ZONING VARIANCE



GARAGE FOUNDATION PLAN

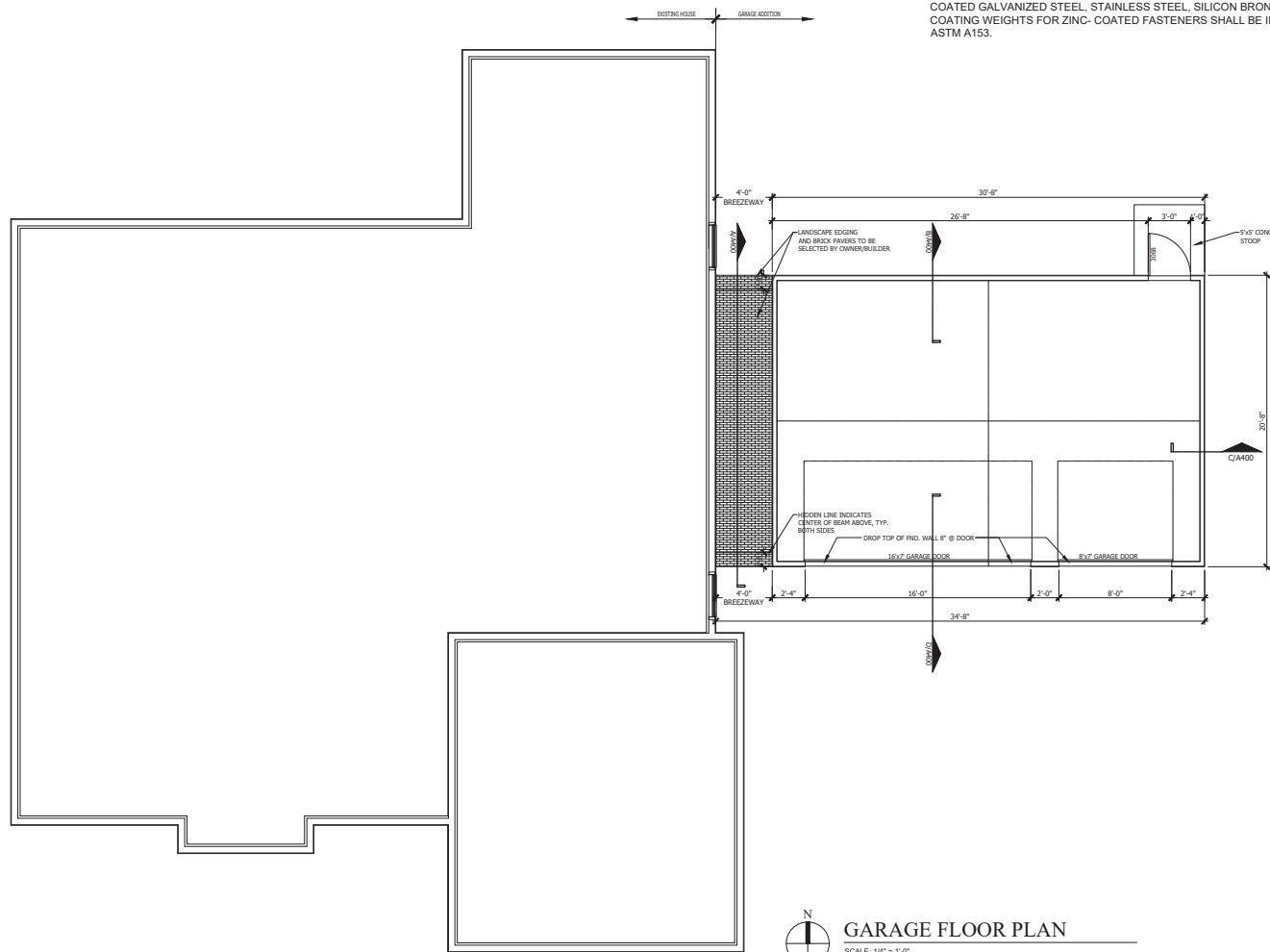
SCALE: 1/4" = 1'-0"

SHEET NO.

A100

GENERAL NOTES:

1. ALL INTERIOR PARTITIONS ARE TO BE 31/2" UNLESS NOTED OTHERWISE
2. DOOR SIZES SHOWN ARE NOMINAL. BUILDER & OWNER TO SELECT MFG.
3. CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS IN FIELD.
4. FIRE STOPPING SHALL BE PROVIDED TO CUT OFF ALL CONCEALED DRAFT OPENINGS(VERT. & HORIZ.) AND TO FORM AN EFFECTIVE FIRE BARRIER BETWEEN STORIES AND BETWEEN STORIES AND THE ROOF.
5. ALL WOOD IN CONTACT W/ CONCRETE AND/OR MASONRY TO BE PRESERVATIVE TREATED.
8. FASTENERS FOR PRESERVATIVE TREATED WOOD SHALL BE OF HOT DIPPED ZINC-COATED GALVANIZED STEEL, STAINLESS STEEL, SILICON BRONZE OR COPPER. THE COATING WEIGHTS FOR ZINC-COATED FASTENERS SHALL BE IN ACCORDANCE WITH ASTM A153.



GARAGE FLOOR PLAN
SCALE: 1/4" = 1'-0"

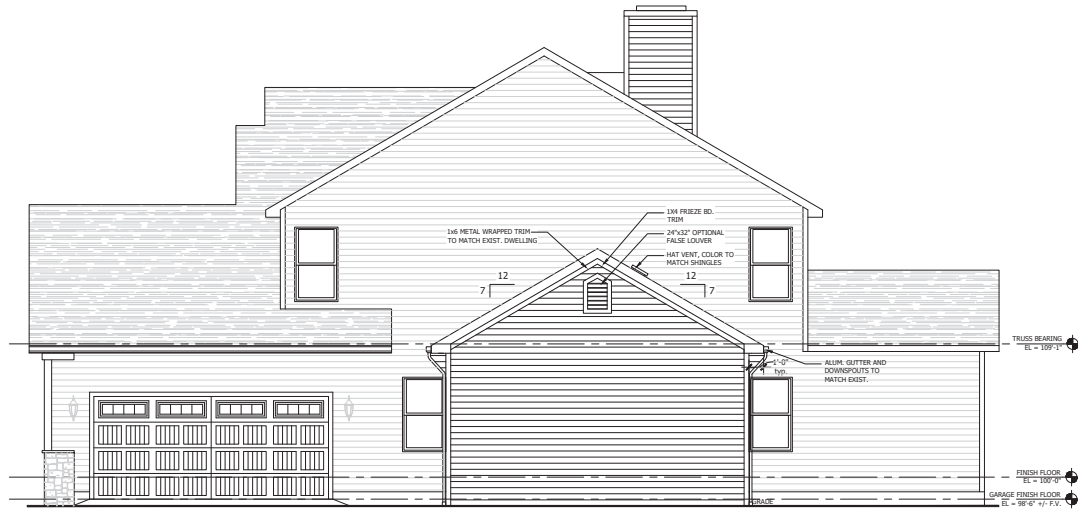
Bart Architecture & Design
533 Illinois Ct.
Westerville, OH 43081

New Attached Garage for:
Jordan & Carissa Johnston
8336 Harrisburg-London Rd.
ORIENT, OH 43146
COUNTY, FRANKLIN

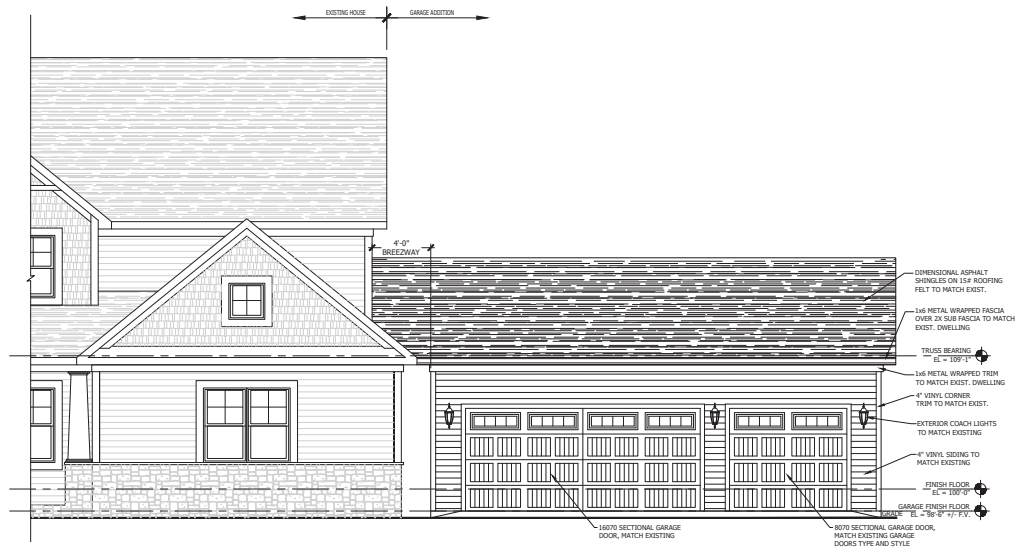
ISSUED DATE:
08/15/2019
ISSUED FOR:
ZONING VARIANCE

SHEET NO.

A101



RIGHT SIDE ELEVATION
1/2" = 1'-0"



FRONT ELEVATION
1/2" = 1'-0"

Bart Architecture & Design
533 Illinois Ct.
Westerville, OH 43081

New Attached Garage for:
Jordan & Carissa Johnston
8336 Harrisburg-London Rd.
ORIENT, OH 43146
COUNTY, FRANKLIN

ISSUED DATE:
08/15/2019
ISSUED FOR:
ZONING VARIANCE

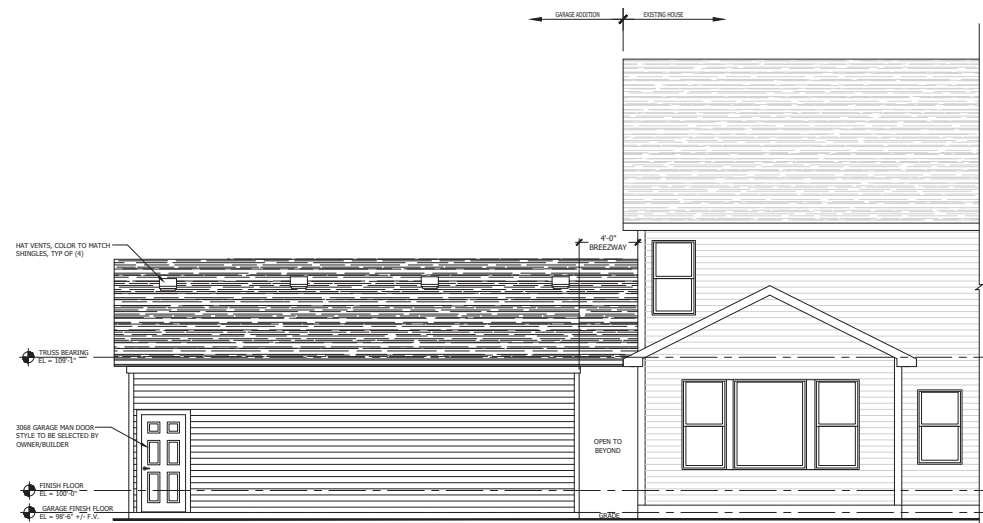
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A200

Bart Architecture & Design
533 Illinois Ct.
Westerville, OH 43081

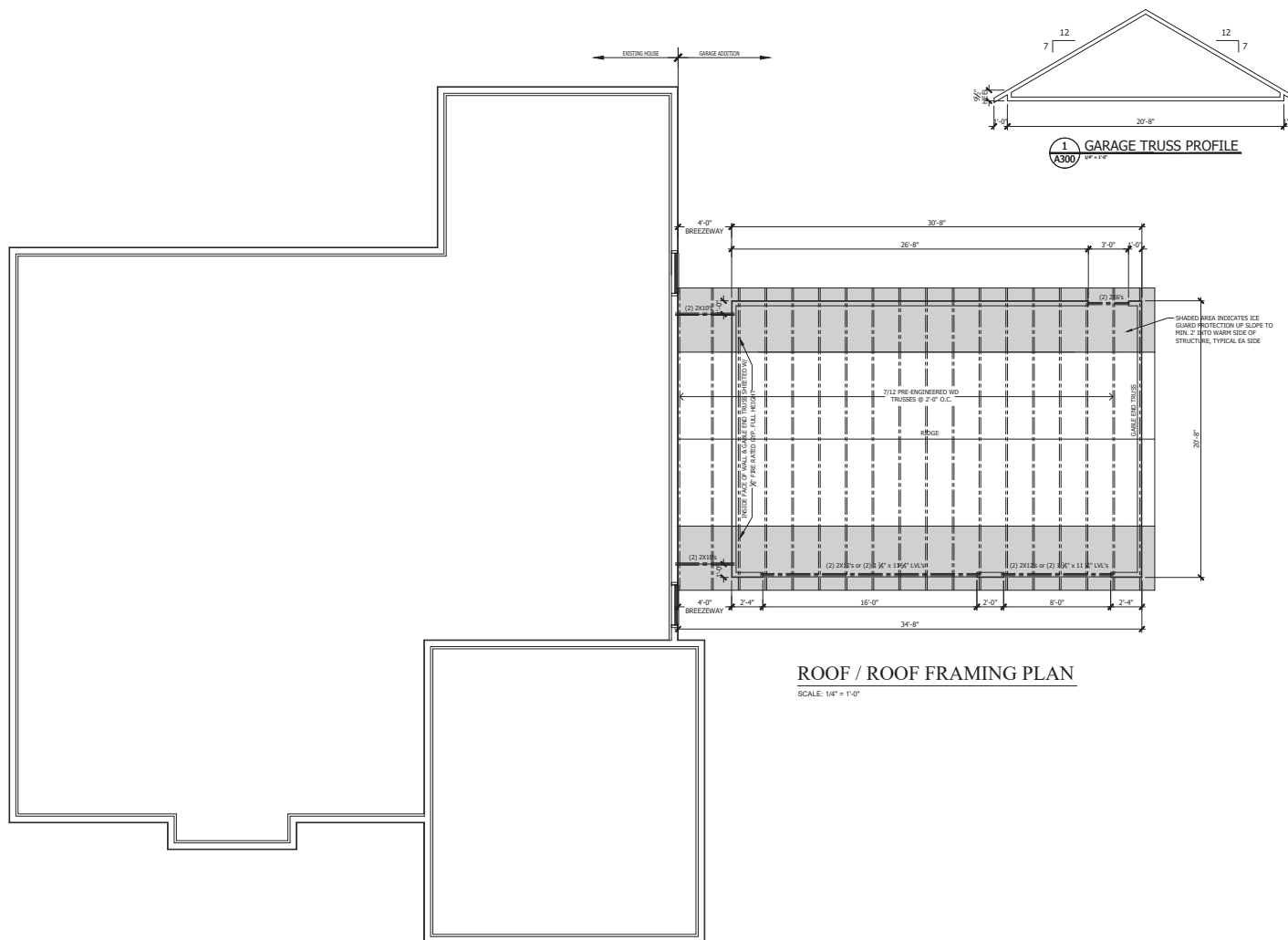
New Attached Garage for:
Jordan & Carissa Johnston
8336 Harrisburg-London Rd.
ORIENT, OH 43146
COUNTY, FRANKLIN

ISSUED DATE:
08/15/2019
ISSUED FOR:
ZONING VARIANCE

SHEET NO.
A201



REAR ELEVATION
1/8" = 1'-0"



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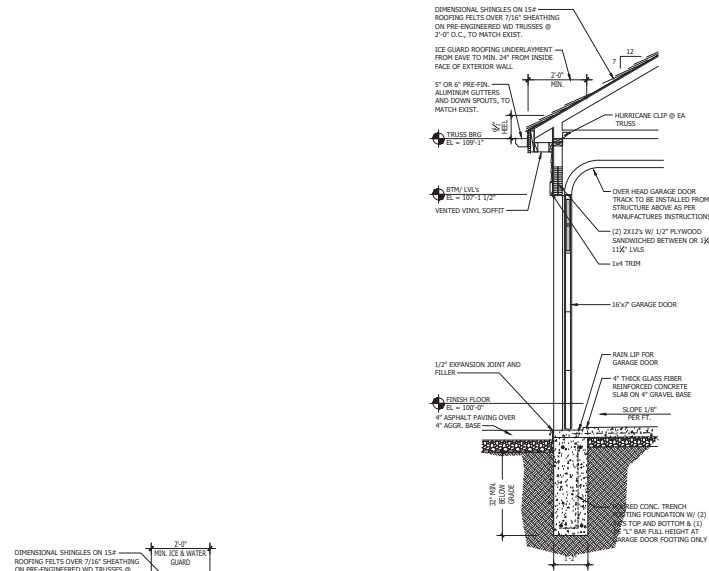
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A300

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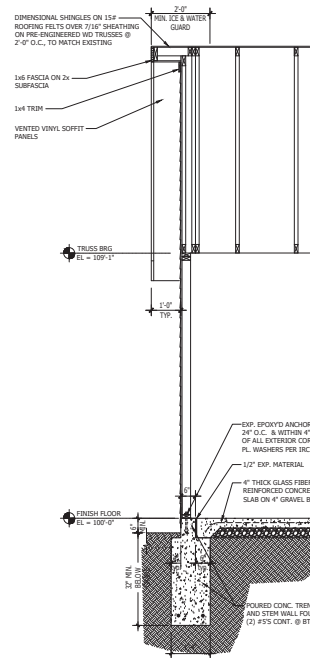
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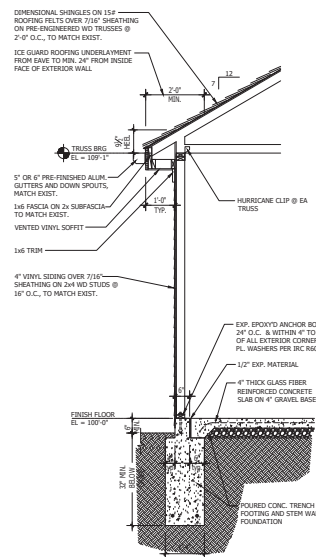
SHEET NO.
A400



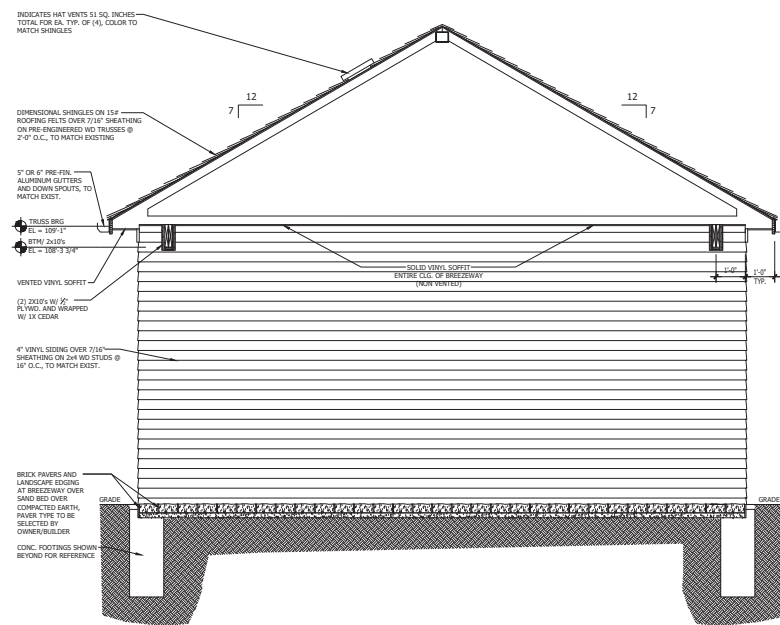
D WALL SECTION
 12'-0" x 12'-0"



C WALL SECTION
 12'-0" x 12'-0"



B WALL SECTION
 12'-0" x 12'-0"



A BUILDING SECTION
 12'-0" x 12'-0"

1. GENERAL REQUIREMENTS

ALL WORK SHALL BE DONE IN CONFORMANCE WITH THE REQUIREMENTS OF ALL STATE AND LOCAL CODES. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A FINISHED PROJECT IN CONFORMANCE WITH ALL GOVERNMENT REGULATIONS AND SHALL NOTIFY THE AUTHOR IMMEDIATELY IF ANY DEVIATION FROM THE PLANS IS EXPECTED OR REQUIRED.

ALL WORK SHALL CONFORM TO THE HIGHEST LEVELS OF THE APPROPRIATE INDUSTRY STANDARDS FOR CUSTOM WORK.

THE INTENTION OF THE CONTRACT DOCUMENTS IS TO PROVIDE A PROJECT COMPLETE IN EVERY RESPECT, READY FOR THE OWNERS OCCUPANCY AND USE WITHIN THE TIME SPECIFIED IN THE OWNER/ CONTRACTOR AGREEMENT. ALL LABOR AND MATERIALS REQUIRED SHALL BE INCLUDED IN THE BASE BID EXCEPT FOR ALTERNATES AS NOTED WHETHER OR NOT SHOWN OR SPECIFIED.

ONLY PLANS MARKED "CONSTRUCTION SET" SHALL BE USED FOR CONSTRUCTION.

ITEMS NOTED AS TYPICAL (TYP) REFER TO ITEMS ON THE SAME SHEET.

DO NOT SCALE DRAWINGS.

ALL DIMENSIONS SHOWN ON THE DRAWINGS ARE ROUGH FRAMING DIMENSIONS UNLESS NOTED OTHERWISE.

ALL DIMENSIONS MUST BE VERIFIED ON THE JOB AND THE AUTHOR MUST BE NOTIFIED OF ANY DISCREPANCIES BEFORE PROCEEDING WITH ANY WORK.

PROVIDE SHOP DRAWINGS TO THE AUTHOR FOR REVIEW PRIOR TO ORDERING INCLUDING, BUT NOT LIMITED TO WINDOWS, PRE-ENGINEERED ROOF TRUSSES, PRE-ENGINEERED FLOOR SYSTEMS, CUT STONE, METAL RAILINGS, SPECIAL MILLWORK ETC.

HEADERS LOCATED ABOVE OPENINGS IN NON-LOAD BEARING WALLS SHALL BE SIZED AS FOLLOWS:

Ø2x6	0'-0" TO < 6'-0"
Ø2x8	6'-0" TO < 8'-0"
Ø2x10	8'-0" TO < 10'-0"
Ø2x12	10'-0" TO 12'-0"

DESIGN LIVE LOADS:

ROOF LIVE LOAD	20 PSF
ROOF SNOW LOAD	20 PSF (GROUND SNOW LOAD)
CEILING JOIST (ATTIC STORAGE)	50 PSF
CEILING JOIST INO ATTIC STORAGE)	10 PSF
FLOORS	40 PSF
STAIRS	40 PSF
EXTERIOR BALCONIES	60 PSF
DECKS	40 PSF
GARAGES	50 PSF
GUARD/ HAND RAILS	200 LBS IN ANY DIRECTION
GUARD/ HAND RAILS INFILL COMPONENTS	50 LBS HORIZONTAL

DESIGN WIND LOADS

WIND EXPOSURE CATEGORY	B
BASIC WIND SPEED	90 MPH, 3 SECOND GUST
COMPONENTS AND CLADDING	15 PSF

DESIGN SEISMIC LOADS

SEISMIC DESIGN CATEGORY	B
-------------------------	---

DESIGN SOIL BEARING PRESSURE 1500 PSF

GEOGRAPHIC DESIGN CRITERIA

WEATHERING	SEVERE
FROST LINE DEPTH	0'-0"
DECAY	MODERATE

IT IS THE CONTRACTORS RESPONSIBILITY TO FOLLOW ALL APPLICABLE SAFETY CODES AND REGULATIONS DURING ALL PHASES OF CONSTRUCTION.

ANY UNAUTHORIZED CHANGES FOUND TO BE UNACCEPTABLE OR INADEQUATE WILL BE THE CONTRACTORS RESPONSIBILITY TO CORRECT. NOTIFY THE AUTHOR IN WRITING OF ANY CHANGES TO BE MADE INCLUDING DESIGN CHANGES PRIOR TO EXECUTION.

THE STRUCTURE IS DESIGNED TO BE SELF-SUPPORTING AND STABLE AFTER THE BUILDING IS FULLY COMPLETED. IT IS THE CONTRACTORS RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE AND TO ENSURE THE SAFETY OF THE BUILDING AND ITS COMPONENTS DURING CONSTRUCTION.

INSTALL HANDRAILS AND GUARDS PER R.C.O. SECTIONS 311.5 THROUGH 312.

2. SITE WORK

IT IS SOLELY THE CONTRACTORS RESPONSIBILITY TO DETERMINE THAT THE SITE SOIL IS ADEQUATE TO SUPPORT THE STRUCTURE AND IS IN CONFORMANCE WITH THE DESIGN SOIL BEARING PRESSURE. THE CONTRACTOR IS RECOMMENDED TO OBTAIN THE SERVICE OF A PROFESSIONAL SOILS ENGINEER TO EVALUATE THE SITE SOIL CONDITIONS.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND THE OWNER TO AGREE UPON WHAT ACTION SHALL BE TAKEN CONCERNING TESTING FOR RADON.

THE CONTRACTOR MUST TAKE SPECIAL PRECAUTIONS TO PROTECT THE EXISTING PLANT LIFE AND SURFACE DRAINAGE ON THE SITE. FOLLOW ALL APPLICABLE LOCAL GOVERNING CODES AND THE OWNER INSTRUCTIONS.

THE CONTRACTOR IS RESPONSIBLE FOR ALL EXCAVATION PROCEDURES AND THE PROTECTION OF ADJACENT PROPERTY, STRUCTURES, UTILITIES ETC. IN ACCORDANCE WITH ALL NATIONAL, STATE AND LOCAL CODES.

FOOTINGS SHALL BE SUPPORTED ON UNDISTURBED NATURAL SOIL OR ENGINEERED FILL.

3. CONCRETE

CONCRETE WORK SHALL COMPLY WITH THE AMERICAN CONCRETE INSTITUTE.

MATERIALS:	STRUCTURAL CONCRETE FOOTINGS:	F'c= 3000 PSI (28 DAYS)
	WALLS, INTERIOR SLABS:	F'c= 3500 PSI
	GARAGE, EXTERIOR FLAT WORK:	F'c= 4500 PSI (6.7% A.E.)
	DEFORMED REINFORCING BARS:	F'y= 60,000 PSI

ALL SPLICES FOR VERTICAL WALL REINFORCING ARE TO BE LAPPED A MINIMUM OF 48 BAR DIAMETERS UNLESS NOTED OTHERWISE. MINIMUM LAP FOR FOOTING REINFORCING TO BE 36 BAR DIAMETERS.

ALL CONCRETE FOOTINGS SHALL BE CENTERED ON COLUMN CENTER LINES.

DOWELS IN FOOTINGS TO MATCH VERTICAL WALL REINFORCING.

PROVIDE CORNER REINFORCING BARS AT FOOTING CORNERS TO MATCH HORIZONTAL REINFORCING.

4. MASONRY

MATERIALS:	CONCRETE BLOCK:	ASTM C90 (HOLLOW AND SOLID)
MORTAR:	TYPE S M8. COMPRESSIVE STRENGTH (1800 PSI)	
	BOND BEAM:	ASTM C-476, COARSE TYPE
	CORE FILL:	ASTM C-476, COARSE TYPE
	JOINT REINFORCING:	DURO-WALL, MILL GALVANIZED FINISH

PROVIDE A MINIMUM OF 2 COURSE OF SOLID GROUT FILLED BLOCK BELOW BEAM BEARING LOCATIONS. FILL CORES SOLID TO FOOTING AT COLUMN BEARING LOCATIONS.

HOLLOW MASONRY UNITS TO BE LAID WITH FULL MORTAR COVERAGE ON HORIZONTAL AND VERTICAL FACE SHELLS. WEBS SHALL ALSO BE BEDDED IN THE STARTING COURSE ON WALLS WHEN ADJACENT TO CELLS WITH REINFORCING OR FILLED WITH GROUT.

SOLID UNITS ARE TO BE LAID WITH FULL END AND BED JOINTS.

PROVIDE SOLID MASONRY UNITS AT STONE OR BRICK LEDGES AND WHERE THE WALL CHANGES THICKNESS. MINIMUM HEIGHT = 1 FULL COURSE.

FILL CORES SOLID AROUND ANCHOR BOLTS AND VERTICAL REINFORCING.

SPLICES FOR VERTICAL WALL REINFORCING SHALL BE LAPPED MINIMUM 48 BAR DIAMETERS.

ALL GROUTING OF MASONRY WALLS SHALL BE BY THE LOW-LIFT GROUTING METHOD (MAXIMUM LIFT HEIGHT= 4'-0" UNLESS CLEAN OUTS AND INSPECTION ARE PROVIDED).

5. METALS

MATERIALS:	STRUCTURAL STEEL:	STRUCTURAL BEAMS:	ASTM A992, F'y= 50 KSI
		MISC. CONNECTION SHAPES:	ASTM A36, F'y= 36 KSI
		STRUCTURAL PIPES:	ASTM 501, F'y= 35 KSI
		STRUCTURAL CONNECTION BOLTS:	ASTM A325
		ANCHOR BOLTS:	ASTM A307 COMPATIBLE WITH TREATED LUMBER
		ELECTRODES:	SERIES E70

ADJUSTABLE STEEL PIPE COLUMNS ARE NOT PERMITTED UNLESS SPECIFIED ON THE CONSTRUCTION DRAWINGS. ADJUSTABLE STEEL COLUMNS SHALL CONFORM TO BOCA RESEARCH AND EVALUATION COMMITTEE RESEARCH REPORT NO. 88-73.

ADJUSTABLE STEEL COLUMNS ARE REQUIRED TO HAVE THE FOLLOWING MINIMUM ALLOWABLE SUPPORT CAPACITY: 3" DIA. COLUMN, 8'-0" CLEAR HGT = 13,800 LBS. 4" DIA. COLUMN, 8'-0" CLEAR HGT = 16,000 LBS. SUBMIT COLUMN SPECIFICATIONS PRIOR TO INSTALLATION.

ADJUSTABLE STEEL COLUMNS SHALL BE INSTALLED WITH THE SCREW PORTION AT THE BOTTOM ENCASED IN CONCRETE.

IN ADDITION TO THE BASE PLATE ATTACHED TO THE FABRICATED COLUMN, A BASE PLATE IS REQUIRED TO BE INSTALLED PER THE REQUIREMENTS LISTED BELOW. WELD THE LOOSE PLATE TO THE ADJUSTABLE COLUMN BASE PLATE.

COLUMN BASE PLATES: 3" DIA. COLUMN = 1/2" X 8' X 8'
4" DIA. COLUMN = 1/2" X 9' X 9'

ALL FIELD WELDING IS TO BE PERFORMED BY A CERTIFIED WELDER. WELDER PERSONNEL AND PROCEDURES ARE TO BE QUALIFIED PER AWS D1.1.

MINIMUM BEAM BEARING ON MASONRY = 4"
MINIMUM BEAM BEARING ON CONCRETE = 3"

STEEL COLUMNS, BEARING PLATES AND ANCHOR BOLTS BELOW GRADE SHALL BE ENCASED WITH A MINIMUM 3" CONCRETE. DO NOT PAINT METAL ENCASED IN CONCRETE.

PAINT LINTELS, EXPOSED MEMBERS AND ALL EXTERIOR STEEL WITH 2 COATS OF RED OXIDE PRIMER.

PROVIDE A HEAVY WASHER AT ALL ANCHOR BOLTS.

DESIGN, FABRICATION, AND ERECTION TO BE GOVERNED BY THE LATEST REVISIONS OF AISC SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS.

FIELD CONNECTIONS TO BE BOLTED, EXCEPT AS OTHERWISE INDICATED. SHOP CONNECTIONS SHALL BE WELDED. FOLLOW INSTRUCTIONS ON THE CONSTRUCTION DRAWINGS FOR GENERAL ARRANGEMENT OF PARTICULAR DETAILS.

PROVIDE LINTELS OVER ALL OPENINGS IN MASONRY WALLS. PROVIDE 1 (OND ANGLE FOR EACH 4" OF WALL THICKNESS AND 6" MINIMUM BEARING EACH END.

MASONRY OPENING/ SECTION:
0'-0" TO 4'-0" L3-1/2x3-1/2x5/16
4'-0" TO 5'-6" L4-3/1/2x5/16 LLLV
5'-6" TO 6'-6" L5-3-1/2x5/16 LLLV

DO NOT ATTACH ANGLES TO WOOD HEADERS.

6. WOOD AND PLASTIC

MATERIALS:	DIMENSIONAL LUMBER:	HEM FIR NORTH NO. 2
	FLOOR JOISTS, RAFTERS:	SPRUCE PINE FIR NO. 2
	BEAM HEADERS:	SPRUCE PINE FIR NO. 2
	LOAD BEARING WALL STUDS:	NON-DIP RATED, EXPOSURE 1
	NON-LOAD BEARING WALL STUDS:	E= 1900 KSI, F= 2600 PSI
	ENGINEERED LUMBER:	5/8" APA RATED, EXPOSURE 1
	ROOF SHEATHING:	7/16" APA RATED, EXPOSURE 1
	WALL SHEATHING:	3/4" T&G, APA RATED, EXPOSURE 1
	FLOOR SHEATHING:	

ALL FASTENERS THAT ARE IN CONTACT WITH A.C.Q., COPPER AZOLE AND OTHER NON-DIP BORATE TREATED WOODS SHALL BE POST HOT DIP GALVANIZED. STAINLESS STEEL OR OTHER MANUFACTURER SPECIFIC FINISHES APPROVED FOR SUCH USE. DO NOT PLACE DISSIMILAR METALS IN CONTACT WITH EACH OTHER.

EXCEPT AS NOTED BELOW OR OTHERWISE SHOWN ON THE CONSTRUCTION DRAWINGS, ALL LUMBER TO LUMBER FASTENINGS SHALL BE IN ACCORDANCE WITH THE 2000 IRC FASTENER SCHEDULE.

JOIST TO FLUSH BEAMS:
16 GA. STANDARD JOIST HANGER
16 GA. STANDARD JOIST HANGER
SIMPSON H2.5 OR EQUAL
8D NAILS @ 6" O.C. (PANEL EDGES)

8D NAILS @ 12" O.C. (INTERMED.)

WALL SHEATHING:
8D NAILS @ 6" O.C. (PANEL EDGES)
8D NAILS @ 12" O.C. (INTERMED.)

FLOOR SHEATHING:
GLUED AND NAILED
8D NAILS/ SCREWS @ 6" O.C. (PANEL EDGES)
8D NAILS/ SCREWS @ 12" O.C. (INTERMED.)

SUPPORTS/ SOLE PLATE TO SUBFLOOR:
STUD TO SOLE PLATE:
STUD TO CAP PLATE:
STUD TO STUD AND JACK STUD TO STUD:
TOP PLATE:
PLATE TO STEEL BEAM:

	GLUE AND 16G NAIL @ 8" O.C.
	Ø1/4"
	Ø2/60
	16G Ø 4" O.C.
	Ø2/100 Ø 8" O.C.
	3/4" DIA. THRU BOLT @ 24" O.C.

WALL STUDS SHALL BE ONE PIECE FULL HEIGHT.

ALL DIMENSIONAL LUMBER SHALL HAVE A MAXIMUM MOISTURE CONTENT OF 15%.

ALL WOOD IN LOCATIONS SUBJECT TO TERMITES, OR DECAY DAMAGE SHALL BE PRESERVE TREATED OR BE OF AN APPROVED DECAY RESISTANT SPECIES. THIS INCLUDED BUT NOT LIMITED TO, ALL EXTERIOR DECK, SILLS, AND SLEEPERS ON CONCRETE OR MASONRY OR IN DIRECT CONTACT WITH THE GROUND.

INSTALL ONE LINE OF SOLID BLOCKING OR CROSS BRIDGING @ 8'-0" O.C. FOR ALL FLOOR, JOIST, CEILING, JOIST AND RAFTER SPANS.

INSTALL SOLID LATERAL BLOCKING AT MID HEIGHT OF LOAD BEARING WALLS THAT ARE NOT SHEATHED EACH SIDE.

JACK STUD REQUIREMENTS FOR HEADERS AND BEAMS (UNLESS NOTED OTHERWISE)	
< 4'-0" SPAN	SINGLE JACK STUD EACH END
> 4'-0" SPAN	DOUBLE JACK STUD EACH END
ENGINEERED LUMBER	DOUBLE JACK STUD EACH END

PROVIDE A MINIMUM OF ONE FULL HEIGHT STUD AT EACH END OF A HEADER IN ADDITION TO THE SPECIFIED JACK STUDS UNLESS NOTED OTHERWISE ON THE CONSTRUCTION DRAWINGS.

CONSTRUCTION ADHESIVE SHALL BE A MINIMUM OF "TTTIBOND CONSTRUCTION ADHESIVE" AS MANUFACTURED BY FRANKLIN INTERNATIONAL OR EQUAL. APPLY ADHESIVE TO 100% OF THE CONTACT SURFACES.

STRUCTURAL FRAMING MEMBERS SHALL NOT BE CUT BORED OR NOTCHED IN EXCESS OF LIMITATIONS SPECIFIED IN IRC SECTION R502.B WITHOUT THE APPROVAL OF A STRUCTURAL ENGINEER.

FRAMED WALLS ARE 2x4 @ 1/2" UNLESS NOTED OTHERWISE.

DECORATIVE COLUMNS SHALL BE ARCHITECTURAL GRADE WOOD OR FIBERGLASS COMPOSITE MATERIAL AND SHALL HAVE ENTASIS ON THE COLUMN SHAFT. STRAIGHT TAPERED OR STRAIGHT SHAFTS ARE NOT ACCEPTABLE. PROVIDE VENTILATION AT THE TOP AND BOTTOM PER MANUFACTURER INSTRUCTIONS AT EXTERIOR LOCATIONS. SUBMIT SHOP DRAWINGS FOR REVIEW PRIOR TO ORDERING.

PROVIDE SOLID BLOCKING OF ALL POINT LOADS CONTINUOUS TO THE FOUNDATION.

INSTALL FIRE STOPPING IN ALL CONCEALED SPACES.

PRE-ENGINEERED WOOD FLOOR TRUSSES/ JOISTS

LOADS:	LIVE LOAD:	45 PSF (UNLESS OTHERWISE SPECIFIED)
	DEAD LOAD:	15 PSF
	LIVE LOAD DEFLECTION:	L/ 480

WHERE TRUSSES/ JOISTS ARE REQUIRED TO FRAME INTO OTHER TRUSSES/ JOISTS, THE DESIGN OF THE HANGERS SHALL BE THE RESPONSIBILITY OF THE TRUSS/ JOIST SUPPLIER. THIS INCLUDES THE DESIGN OF THE HANGERS AND PROVISIONS IN THE SUPPORTING TRUSS/ JOIST TO ACCEPT THE TYPE OF HANGER PROVIDED.

LATERAL BLOCKING/ STRONG BACK BRACING IS REQUIRED TO BE INSTALLED PER MANUFACTURER REQUIREMENTS.

7. THERMAL AND MOISTURE PROTECTION

REFER TO THE MODEL ENERGY CODE CALCULATIONS FOR ADDITIONAL REQUIREMENTS NOT SHOWN ON THE CONSTRUCTION DRAWINGS.

PROVIDE TYPIC HOUSE WRAP OR EQUAL. OVERLAP AND TAPE ALL JOINTS.

GUTTERS AND DOWN SPOUTS TO BE INSTALLED BY A CERTIFIED INSTALLER. LOCATIONS OF DOWN SPOUTS TO BE APPROVED BY THE AUTHOR OF THE CONSTRUCTION DRAWINGS. CONNECT DOWN SPOUTS TO DRAIN BELOW GRADE.

PROVIDE ICE GUARD AT LOCATIONS INCLUDING BUT NOT LIMITED TO ROOF EDGES, VALLEYS, INTERSECTIONS OF ROOF AND WALLS.

PROVIDE ROOF FLASHING AND DRAINAGE CONTROL TO PREVENT THE BACK FLOW OF RUNOFF AT INTERSECTIONS OF FLAT AND SLOPING ROOF PLANES, CHIMNEYS, ALL ROOF SAOLES, CHIMNEY CRICKETS, CURVED ROOF INTERSECTIONS, INTERSECTIONS OF WALLS, ETC.

EXTERIOR TRIM SHALL BE SMOOTH FACED.

PROVIDE INSULATION BATTERIES (CONTINUOUS) IN RAFTER ANS TRUSS SPACES FOR MIN 1" ATTIC AIR VENTILATION SPACE.

EXPOSED INSULATION AND FACINGS SHALL HAVE A MAX FLAME SPREAD OF 25 AND A MAX SMOKE DEVELOPED FACTOR OF 450.

8. DOORS AND WINDOWS

THE CONTRACTOR IS TO VERIFY THAT THE WINDOWS SPECIFIED MEET THE REQUIREMENTS FOR EGRESS.

PROVIDE SAFETY GLAZING IN AREAS WHICH ARE CONSIDERED HAZARDOUS INCLUDING AREAS, BUT NOT LIMITED TO DOORS, SIDELIGHTS, WINDOWS ABOVE TUBS AND SHOWERS, WINDOWS WITHIN THE SWING OF A DOOR AND WINDOWS EXCEEDING SIZE LIMITATIONS DESIGNATED BY THE CODE.

PROVIDE SHOP DRAWINGS FOR REVIEW.

9. FINISHES

ALL CEILINGS ARE TO BE FINISHED SMOOTH.

ALL WALLS ARE TO BE PAINTED WITH ONE COAT OF PRIMER AND TWO COATS OF FINISH PAINT.

PROVIDE 5/8" FIRE CODE GYPSUM BOARD AT WALLS AND CEILING COMMON TO THE GARAGE AND HOUSE. THE SERVICE DOOR INTO THE HOUSE SHALL BE CLASS C. THE COMPLETE ASSEMBLY SHALL BE ONE HOUR FIRE RATED.

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GENERAL ELECTRICAL NOTES

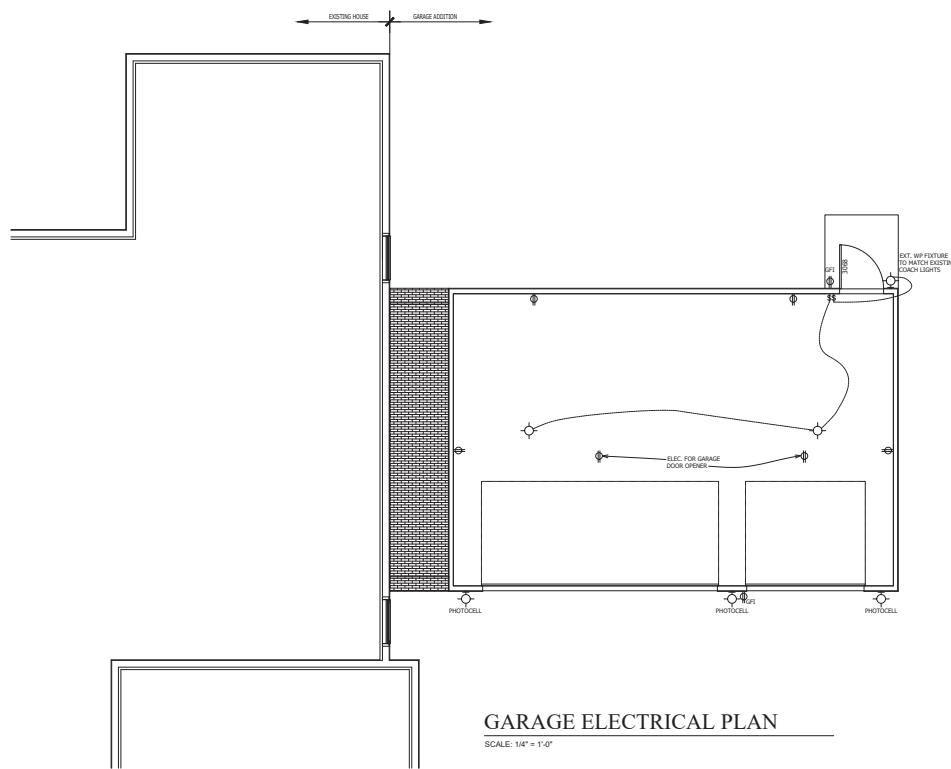
1. ALL ELECTRICAL UNITS SHALL COMPLY W/ THE LATEST EDITION OF THE N.E.C. AND OTHER APPLICABLE STATE AND LOCAL CODES.
2. GROUNDING SHALL COMPLY W/ ARTICLE 250 OF THE N.E.C.
3. CONTRACTOR SHALL APPLY FOR ALL PERMITS, INSPECTIONS & PAY FOR THE SAME. A FINAL CERTIFICATE OF APPROVAL SHALL BE PRESENTED TO THE OWNER BEFORE FINAL PAYMENT WILL BE MADE.
4. CONTRACTOR SHALL CONTACT LOCAL UTILITY COMPANIES AS TO THEIR REQUIREMENTS & INCLUDE ALL ADDITIONAL COST IN THE BID.
5. MINIMUM WIRE SIZE FOR CIRCUITING TO BE #12 WITH #14 PERMITTED FOR CONTROL WIRING.
6. EXIT AND EMERGENCY FIXTURES SHALL BE CONNECTED TO THE LINE SIDE OF A SWITCH OPERATING GENERAL LIGHTING.
7. ALL FLUORESCENT LAMPS TO BE WARM WHITE.
8. ALL CONDUCTORS SHALL BE COPPER OR ALUMINUM.
9. ALL WIRING IN SLAB TO BE IN CONDUIT. COORDINATE ELECTRICAL INSTALLATION W/ PLUMBING SUBCONTRACTOR.
10. CLEARLY IDENTIFY ALL CIRCUITS IN ELECTRICAL PANEL COVER.
11. SERVICE ENTRANCE CONDUITS FROM METER TO PANEL SHALL BE RUN UNDERGROUND.
12. ALL PENETRATIONS THRU TOP PLATE TO BE FIRE STOPPED W/ UL LISTED FIRE STOP SYSTEMS.
13. PHONE JACKS AND WIRING BY ELECTRICAL SUBCONTRACTOR.
14. CABLE SUPPLIED BY CABLE CO. - INSTALLED BY ELECTRICAL SUBCONTRACTOR.
15. ALL DEVICES, JACKS AND COVERS BY ELECTRICAL SUBCONTRACTOR - SEE SPECIFICATIONS.
16. BATHROOM EXHAUST FANS SUPPLIED BY AND WIRED BY ELECTRICAL SUBCONTRACTOR - DUCT WORK BY HVAC SUBCONTRACTOR.
17. ELECTRICAL SUBCONTRACTOR TO WIRE POWER TO HVAC EQUIPMENT. CONTROL WIRING BY HVAC SUBCONTRACTOR.
18. TELEPHONE INTERFACE TIE DOWN BY LOCAL TELEPHONE CO.
19. ALL EXIT AND EMERGENCY LIGHTS SHALL BE CONNECTED HOT LEG AHEAD OF LOCAL SWITCHES IN ACCORDANCE WITH CURRENT OBC & NEC EDITIONS. BATTERIES SHALL BE USED TO PROVIDE 90 MIN TO ALL LAMPS.
20. ALL PENETRATIONS THRU FIRE RATED WALL/CILING ASSEMBLIES TO BE FIRE STOPPED W/ UL LISTED FIRE STOP SYSTEMS.
21. ALL SMOKE DETECTORS SHALL BE INTERCONNECTED.

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E100



GARAGE ELECTRICAL PLAN

SCALE: 1/4" = 1'-0"

VA-3951



August 21, 2019

Parcel IDs	— Creeks & Streams	■ ImageryExtent2017
→ Railroads	■ Waterbodies	
■ Building Footprints	□ Tax Parcel	
— Pavement	Ⓧ Drops and Adds	
— SecondaryTransportation	Ⓛ Easements	
— Street Network	- - Original Lot Lines	

1:4,986

0 335 670 1,340 ft
0 100 200 400 m

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), (c) OpenStreetMap contributors, and the GIS User Community