



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

Economic Development & Planning Department
James Schimmer, Director

Technical Review Committee Agenda

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

October 23, 2018
1:30 p.m.

1. New Business

A. Planning Commission

i. 698-V – Brad Fisher

Owner/Applicant:	James & Charlene Davison
Agent:	Plank Law Firm, LPA
Township:	Norwich Township
Site:	4180 Saturn Rd. (PID #200-001828)
Acreage:	4.400-acres
Utilities:	Private water and wastewater
Request:	Requesting a Variance from Section 501.05 of the Franklin County Subdivision Regulations to allow for the creation of one (1) lot that would result in a side lot line being more than five (5) degrees from perpendicular to the roadway and exceeds the maximum permitted depth to width ratio.

ii. 699-V – Brad Fisher

Owner/Applicant:	Brookside Golf & Country Club Co.
Agent:	Jackson B. Reynolds, III
Township:	Perry Township
Site:	2770 Dublin Granville Rd. (PID #213-000345 and 213-000438)
Acreage:	11.418-acres
Request:	Requesting a Variance from Section 501.05 of the Franklin County Subdivision Regulations to allow the creation of one (1) lot that results in a side lot line more than five (5) degrees from perpendicular to the roadway.

iii. JEFF-18-05 – Brad Fisher

Owner:	Mary Stratton & Christy Sechler
Applicant:	Geoffre Companies
Township:	Jefferson Township
Site:	6020 Havens Corners Rd. (PID #170-000086)
Acreage:	17.000-acres
Utilities:	Public water and wastewater
Request:	Requesting to rezone from the Restricted Suburban Residential District (RSR) to the Planned Suburban Residential District (PSR).

B. Board of Zoning Appeals

i. CU-3922 – Brad Fisher

Owner/Applicant:	Shelly & Sands Inc.
Township:	Hamilton Township
Agent:	Tony Ruggiero
Site:	5636 Lockbourne Rd. (PID #150-000125)
Acreage:	106.000-acres
Request:	Requesting a Conditional Use from Sections 610.06(7) and 610.091(2) of the Franklin County Zoning Resolution to allow the placement of fill in the floodway fringe and floodway.

ii. CU-3923 – Phil Ashear

Owner/Applicant:	Mark Tackett
Township:	Madison Township
Site:	5544 Saltzgaber Rd. (PID #180-001000)
Acreage:	1.000-acres
Utilities:	Private water and wastewater
Request:	Requesting a Conditional Use from Section 302.031 of the Franklin County Zoning Resolution to allow a mobile home to serve as a temporary residence in an area zoned Rural.

iii. VA-3924 – Phil Ashear

Owner/Applicant:	Stanley & Lisa Vivens
Township:	Franklin Township
Site:	2647 Clime Rd. (PID# 140-003934)
Acreage:	0.445-acres
Utilities:	Public water and private wastewater
Request:	Requesting a Variance from Section 512.02(2) of the Franklin County Zoning Resolution to allow the construction of an accessory structure that would exceed the maximum square footage on a lot smaller than one (1) acre in an area zoned Rural.

iv. VA-3925 – Phil Ashear

Owner:	Estes Express Lines
Applicant:	O'Connor Company Inc.
Township:	Franklin Township
Site:	1009 Frank Rd. (PID# 140-003298)
Acreage:	31.050-acres
Utilities:	Public water and wastewater
Request:	Requesting a Variance from Sections 670.083(a), 670.083(b), 670.088(a), 670.088(g(1)), 670.088(g(3(a))), 670.088(g(3(b))), 670.088(g(3(c))), 670.088(g(3(d))), 670.0812(a), and 670.0812(b) of the Franklin County Zoning Resolution to allow an expansion of more than 50 percent to a non-conforming building that would fail to meet standards for building location, and landscaping and screening requirements in an area zoned Limited Industrial and subject to the Smart Growth Overlay.

v. VA-3926 – Brad Fisher

Owner/Applicant:	Kathryn Hawkins
Township:	Clinton Township
Location:	999 E. Cook Rd. (PID #130-001510)
Acreage:	1.98-acres
Utilities:	Public water and private wastewater
Request:	Requesting a Variance from Sections 512.02(1) and 512.02(2) of the Franklin County Zoning Resolution to allow the construction of an accessory building that would exceed the maximum number and size of accessory structures on a lot between one (1) and two (2) acres in an area zoned Rural.

vi. VA-3927 – Phil Ashear

Owner/Applicant:	Reese Community Baptist Church
Township:	Hamilton Township
Location:	1920 Todd Ave. (PID #150-000612)
Acreage:	0.270-acres
Request:	Requesting a Variance from Sections 110.041, 512.02(2), and 512.02(2(j)) of the Franklin County Zoning Resolution to allow the construction of an accessory building on a non-conforming lot that does not meet lot width requirement, would not meet the required side yard setback, and would be located on parcels with no principal structure in an area zoned Rural.

vii. VA-3928 – Phil Ashear

Owner/Applicant:	Calvin Lemon
Township:	Franklin Township
Location:	1333 Wilson Rd. (PID #142-000002)
Acreage:	0.885-acres
Utilities:	Private water and wastewater
Request:	Requesting a Variance from Sections 512.02(1) and 512.02(2) to allow the construction of an accessory building that would exceed the maximum number and size of accessory buildings on a lot smaller than one (1) acre in size in an area zoned Rural.

viii. VA-3930 – Phil Ashear

Owner/Applicant:	Kevin Day
Township:	Madison Township
Location:	3867 Noe Bixby Rd. (PID #180-001239)
Acreage:	1.070-acres
Utilities:	Private water and wastewater
Request:	Requesting a Variance from Sections 512.02(2(a)) and 610.05(3) of the Franklin County Zoning Resolution to allow for the construction of an accessory building that would not be located to the side or rear of the principal structure and would be partially located in the floodway fringe in an area zoned Limited Suburban Residential (R-2).

2. Adjournment of Meeting to November 27, 2018.

RECEIVED

OCT 16 2018

Franklin County Planning Department
Franklin County, OH

VARIANCE or APPEAL APPLICATION
for unincorporated Franklin County

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

to be completed by FCPC Staff

Date Submitted: 10/16/18

Received By: BMF

Application No.: 698-V Fee: \$350

FCPC Date: 11/14/18

Property Owner/Subdivider/or Agent

Signature: Donald Plank

Date: 10/15/2018

Name: Donald T Plank, Attorney for Charlene and James Davison

Address: Plank Law Firm, LPA, 411 East Town Street, Floor 2

City, State, Zip: Columbus, Ohio 43215 Phone No: (614) 947 - 8600

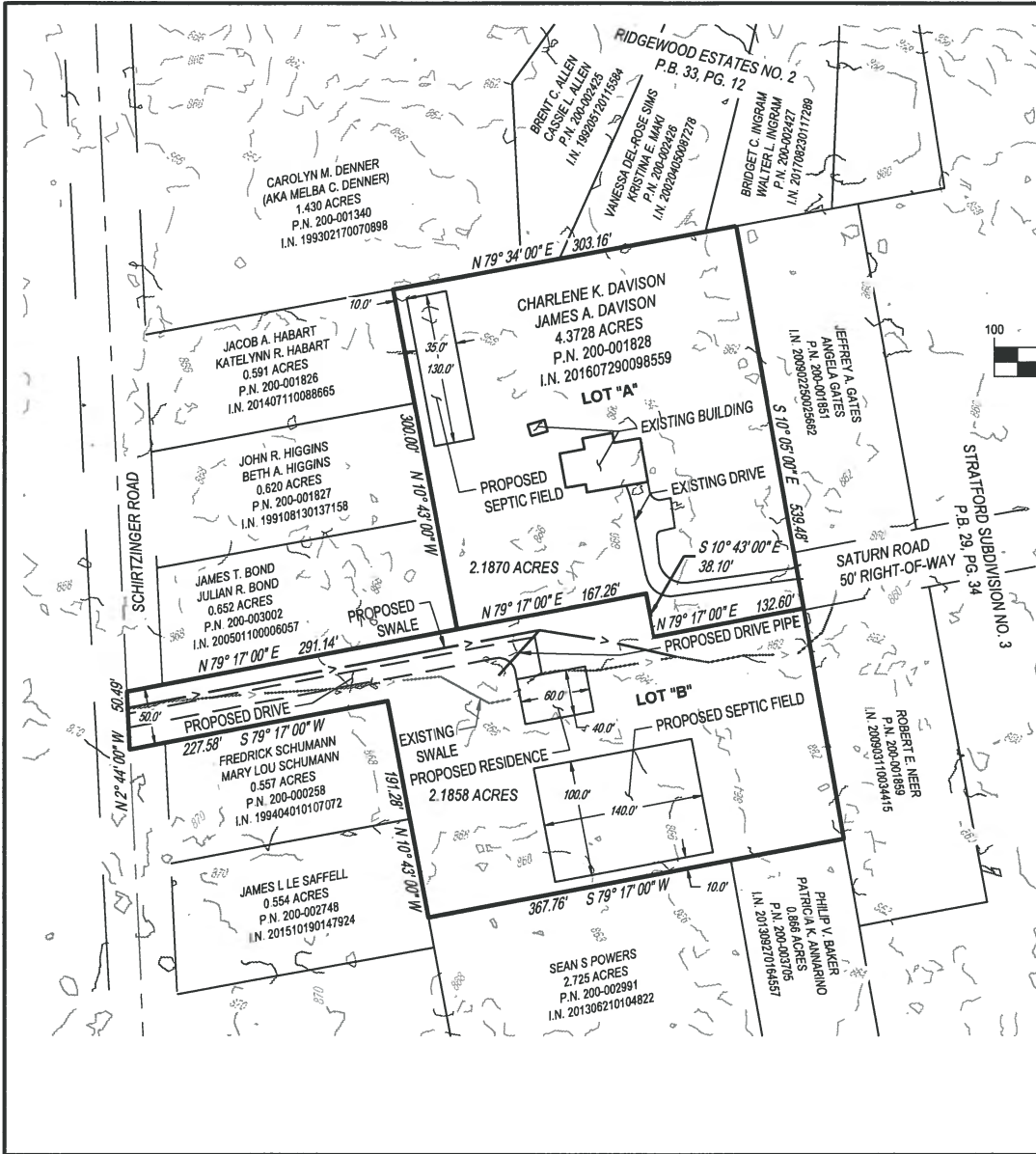
Section numbers(s) of the county subdivision regulations and a brief description of variance(s) or appeal(s) requested:

Section 501.05 - Lot Geometry: Side lot lines shall be within five degrees of being perpendicular or radial to street centerlines. The proposed side lot line is beyond five degrees of being perpendicular to both Schirtzinger Road and Saturn Road.

Section 501.05 - Lot Geometry: Depth to width shall not exceed a ratio of 4:1.

Lot "B" will have a depth to width ratio exceeding 4:1. Lot "A", by this variance request, better conforms to the standard than the existing lot of record.

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



PROPOSED LOT SPLIT OF PARCEL
NO 200-001828 4180 SATURN ROAD,
HILLIARD OHIO BEING PART OF
SURVEY NO. 1406, VIRGINIA MILITARY
LANDS

FLOOD ZONE: X
39049C0161K, 6/17/2008
ZONING: R (RURAL)

NOTE:
CURRENT SEPTIC SYSTEM LOCATED NORTHEAST OF THE
EXISTING RESIDENCE WILL REMAIN IN SERVICE.

REFERENCES:
EXISTING TOPOGRAPHY WAS DOWNLOADED FROM THE
OHIO GEOGRAPHICALLY REFERENCED INFORMATION
PROGRAM ACCESSED ON 08/07/2018.
EXISTING SWALE WAS DRAWN IN FOLLOWING FRANKLIN
COUNTY AERIAL PHOTOGRAPHY AND LIDAR CONTOURS.



GRAPHIC SCALE (IN FEET)



698-V

PLANK LAW FIRM	
LOT SPLIT CHARLENE, DAVISON	
4180 SATURN ROAD HILLIARD FRANKLIN, OHIO	
SCALE: 1"=100'	DATE: 7/27/2018
DESIGN:	JOB NO.: TBD
DRAWN: AGP	SHEET NO.: 1 OF 1
CHECKED: JAM	



RECEIVED

OCT 16 2018

Franklin County Planning Department
Franklin County, OH

VARIANCE or APPEAL APPLICATION

for unincorporated Franklin County

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

to be completed by FCPC Staff

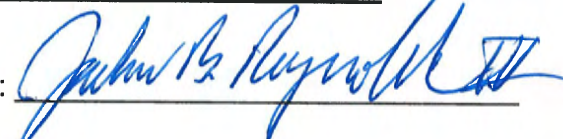
Date Submitted: 10 / 16 / 18

Received By: BMF

Application No.: 699-V Fee: \$350

FCPC Date: 11 / 14 / 18

Property Owner/Subdivider/or Agent

Signature: 

Date: 10 / 12 / 18

Name: Jackson B. Reynolds, III for Brookside Country Club

Address: 37 West Broad Street, Suite 460

City, State, Zip: Columbus, OH 43215

Phone No: (614) 221- 4255

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

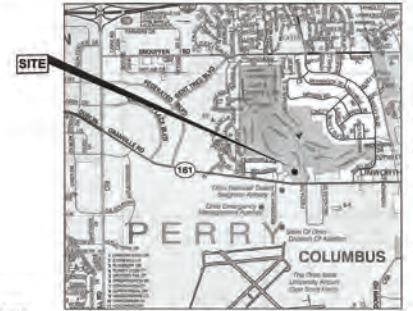
Section 501.05 - Lot geometry - to split a lot (2.276 acres) out of a larger lot (213-000345) which does not meet lot geometry requirements.

To split an additional lot (9.142 acres) of a larger lot (213-000438) which does not meet lot geometry requirements. To permit a combination of the two lots into one lot.

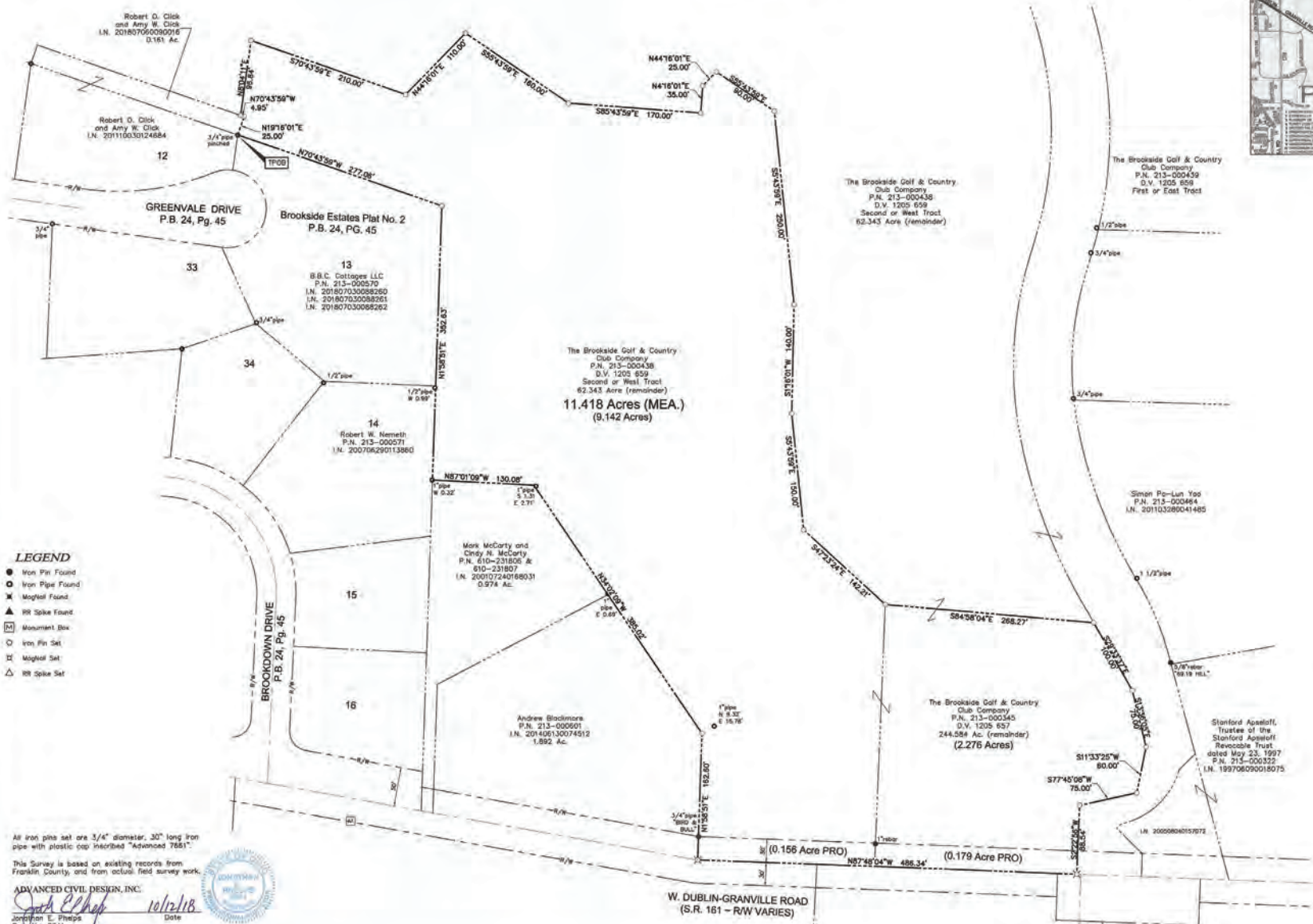
Use a separate sheet to present additional description or information explaining why you feel the FCPC should grant the requested variance(s) or appeal(s).

BOUNDARY SURVEY 11.418 ACRES

Quarter Township 4, Township 2, Range 19
United States Military District
Perry Township, Franklin County, Ohio



VICINITY MAP
SCALE: NTS



LEGEND

- Iron Pin Found
- Iron Pipe Found
- ▲ Mognal Found
- ✦ RR Spike Found
- Monument Box
- Iron Pin Set
- Mognal Set
- △ RR Spike Set

All iron pin set are 3/4" diameter, 30" long iron pipe with plastic cap inscribed "Advanced 7651".

This Survey is based on existing records from Franklin County, and from actual field survey work.

ADVANCED CIVIL DESIGN, INC.
Jonathan E. Phelps
10/12/18
Date



Bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (2007). Said bearings were derived from GPS observation and determining a portion of the centerline of West Dublin Granville Road between two mognals having a bearing of N87°48'04"W.



Boundary Survey

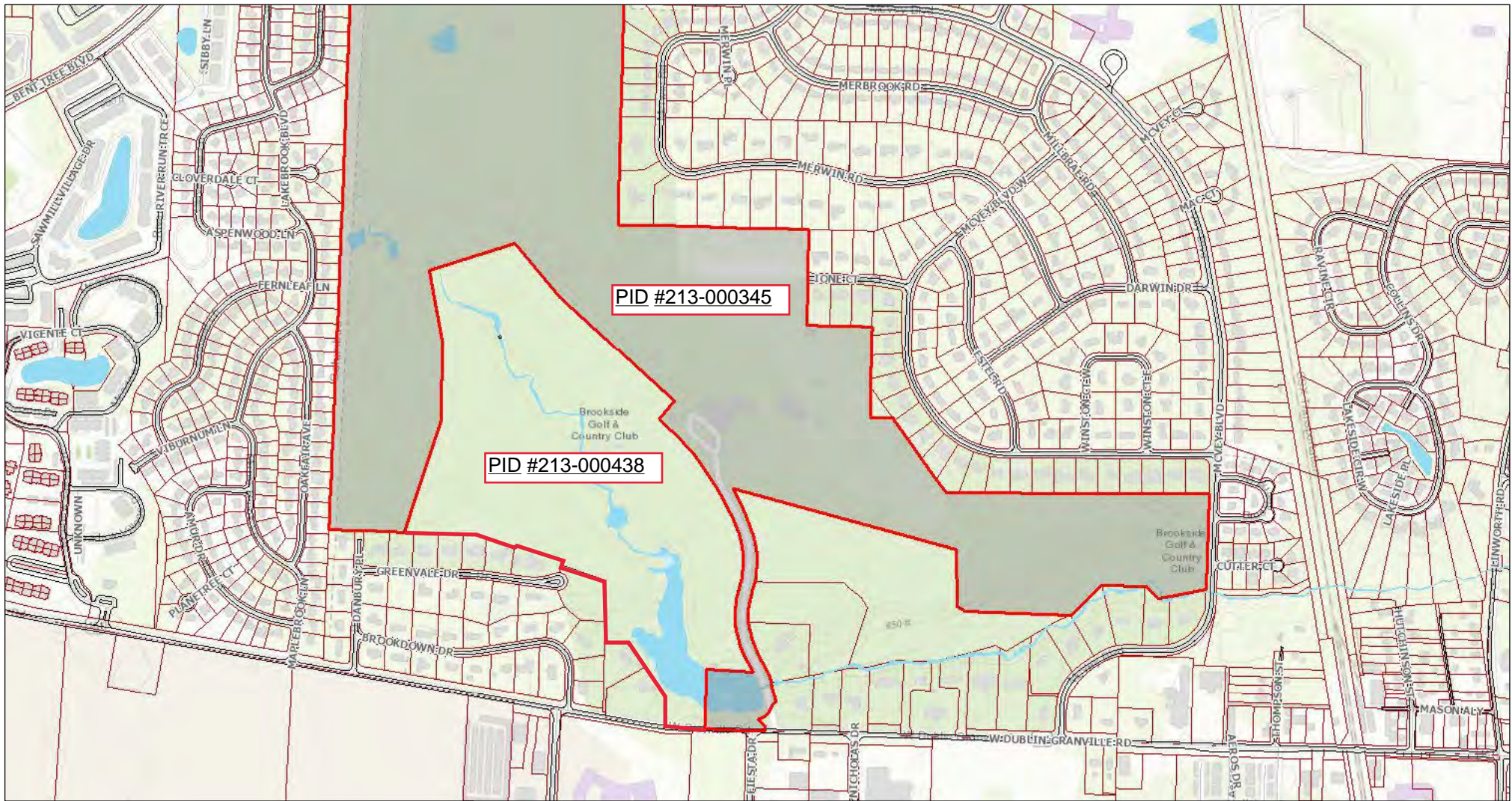
PLAN PREPARED BY: JEP
CHECKED BY: JEP

422 Swisher Road
Columbus, Ohio 43207
ph: 614-438-7750
fax: 614-438-7750

SCALE: 1" = 60'
DATE: October 12, 2018

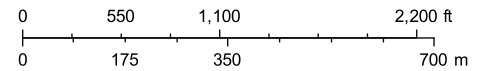
SHEET 1 / 1
JOB NO.: 18-0001-658

Brookside Golf and Country Club



October 17, 2018

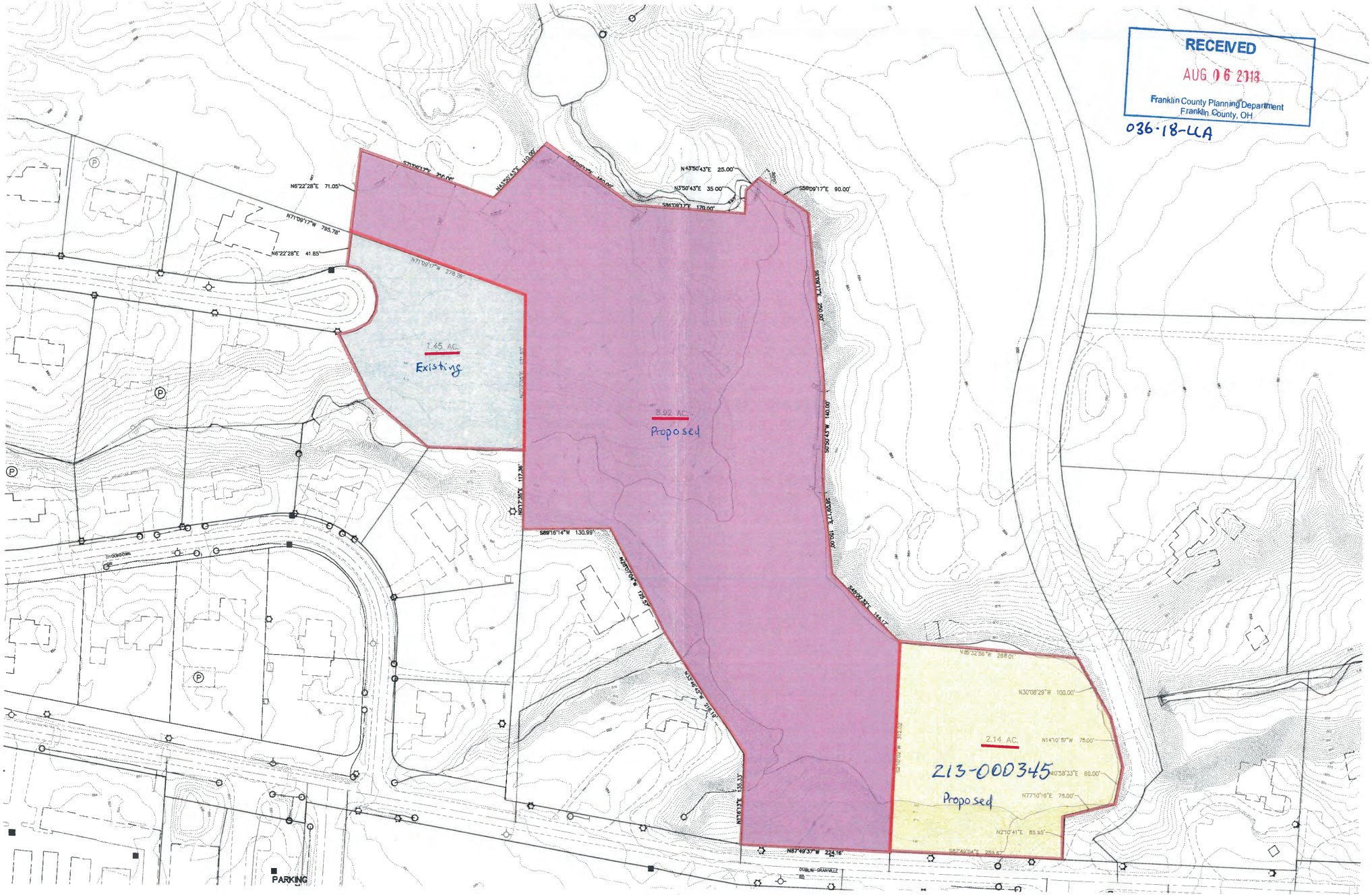
1:8,539



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

RECEIVED
AUG 06 2013
Franklin County Planning Department
Franklin County, OH

036-18-44





207 North Fourth Street Columbus, Ohio 43215
p: 614.469.1882 f: 614.469.1887
David W. Fisher, Esq.
davidfisher@kephartfisher.com

October 11, 2018

VIA EMAIL AND HAND DELIVERY

Mr. Charles McCroskey
Administrator/Inspector
Jefferson Township
6545 Havens Road
Blacklick, Ohio 43004

Re: Rezoning Application for Stratton Property, Havens Corners Road, Gahanna, Ohio

Dear Mr. McCroskey:

The purpose of this letter and its enclosures is to file an Application for Zoning Change for the Stratton Property located at 6020 Havens Corners Road, Gahanna, Ohio. Attached are the following:

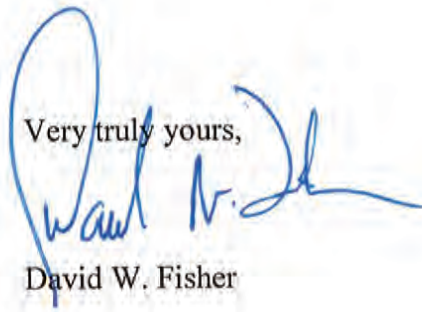
1. Application Fee check in the amount of \$1,850.85 payable to Jefferson Township.
2. One original executed Application for Zoning Change.
3. Two sets of mailing labels for all property owners within and 250' adjacent to the Property.
4. Ten binders containing the Application for Zoning Change and all required materials pursuant to the Jefferson Township Zoning Resolution.
5. One full size set of all drawings.
6. A flashdrive containing this correspondence and the entire contents of the attached binders.

We will also upload this letter, the Application and the entire contents of the attached binders to the Township's website portal.

Based on today's filing, it is our understanding that this Application will be heard by the Jefferson Township Zoning Commission at a public hearing to be held at the Township Offices on November 15, 2018.

We look forward to working with you on this matter.

Very truly yours,



David W. Fisher

DWF

C w encl: John Gioffre
Patrick Fisher
Loreto Canini
Jim Ohlin
Gary Smith
Chris Lescody

**STRATTON PROPERTY
HAVENS CORNERS ROAD
REZONING APPLICATION
TABLE OF CONTENTS**

TAB NO.	ITEM
1.	Jefferson Township Application for Zoning Change
2.	Legal Description of Property
3.	Property Survey
4.	Names and Addresses of all Property Owners within and 250' adjacent to the Property
5.	A-Size Map from Franklin County Auditor with list of Property Owners
6.	Recent Property Photograph
7.	Development Text
8.	Development Plan including typical section for Private Roadway System
9.	Illustrative Site Plan
10.	Open Space Plan
11.	Conceptual Landscape Plan
12.	Landscape Details
13.	Sample Architecture Elevations
14.	Jefferson Sewer and Water District Will Serve Letter
15.	Other Utility Availability and Will Serve Letters
16.	Confirming Emails from Jefferson Township Fire Chief and Franklin County Engineer that Private Streets will be permitted
17.	Sample Declaration of Covenants, Easements, Assessments, Conditions and Restrictions for Homeowners Association

**JEFFERSON TOWNSHIP
ZONING COMMISSION**



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

APPLICATION FOR ZONING CHANGE

Case Number:	Date: October 11, 2018
Applicant: Gioffre Companies	Christy Lynn Stratton, Trustee of the Mary Ellen Property Owner: Stratton Trust
Street Address: 6262 Eiterman Road	Street Address: 6273 Hampton Green Place
City: Dublin State: Ohio Zip: 43016	City: Dublin State: Ohio Zip: 43016
Phone Number: (614) 764 - 0032	Phone Number: () N/A
E-Mail Address: pfisher@gioffreco.com	E-Mail Address: N/A

*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
RSRD Zoning District to the PSR Zoning District for property located at:*

Street Address: **6020 Havens Corners Road, Gahanna, OH 43230** Parcel #: **170-000086-00**

Acreage to be rezoned: **17.017 acres**

--- 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: Development of a subdivision containing 41
platted lots on which will be constructed empty nester style patio homes on private streets.

2. The property is currently being used for: Single family dwelling, out buildings and pasture lands.

3. The legal description of the property for which the rezoning is requested: See Attached Legal Description

4. The property is outlined on the attached See Attached Survey 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 zoning change would support the general health, safety and welfare of the Township and its residents and be an appropriate redevelopment of the Property by redeveloping a property that has been deteriorating and in disrepair for some time while also providing much needed empty nester patio home style housing within the Township for current Township residents and others attracted to living in the Township as a location to continue to live independently after choosing to downsize from larger full-sized family style homes. The proposed rezoning would also allow the Property to remain in the Township as opposed to annexation to the City of Gahanna. Changing conditions in the Township and surrounding areas and the Township's desire to provide empty nester housing products within the Township support this proposed rezoning change. The proposed development has been designed in a way to protect and respect the rural character of the Township by maintaining large open space green areas along adjoining streets and providing buffer areas from neighboring tracts. Jefferson Sewer and Water District has reviewed and approved the proposed development on a preliminary basis and Franklin County Engineer has approved a private street subdivision.

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, Patrick Fisher of Gioffre Companies _____ (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:

Date: October 11, 2018

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 Christy Lynn Stratton, Trustee of the Mary Ellen Stratton Trust 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: **Christy Lynn Stratton, Trustee**

Mailing Address: 6273 Hampton Green Place

City, State, and Zip: Dublin, OH 43016

Phone Number: () N/A

Cell #: () N/A

E-Mail Address: N/A

Signature of Applicant:

Please Print: **Patrick Fisher**

(If different than property owner)

Mailing Address: 6262 Eiterman Rd.

City, State, and Zip: Dublin, OH 43016

Phone Number: (**614**) 764-0032

Cell #: (**614**) 832-0067

E-Mail Address: pfisher@gioffreco.com

ZONING DESCRIPTION
17.0 +/- ACRES

Situated in the State of Ohio, County of Franklin, Jefferson Township, being a part of Inlot No. 13, Second Quarter of Township 1, Range 16, United States Military Lands, and being all of the remainder of a 20.205 acre tract as conveyed to Mary Ellen Stratton, Trustee under a trust agreement created by Robert L. Stratton, dated February 14, 1980 and amended by Amendment Number One to Trust Agreement dated February 7, 1984 (1/2 interest) in Official Record Volume 6754 Page J04 and Christy Lynn Sechler, Trustee of the Mary Ellen Stratton Trust dated February 14, 1980 (1/2 interest) in Instrument Number 200809250144726, all records being of the Recorder's Office, Franklin County, Ohio and being more particularly bounded and described as follows:

BEGINNING at the northeasterly corner of the remainder of said 20.205 acre tract, also being the southeasterly corner of a 3.543 acre tract conveyed to Todd L. & Melissa J. Hempel in Instrument Number 201509160130651, being on the westerly line of a 1.80 acre tract as conveyed to Larry E. Seymour and Joan E. Obrien in Instrument No. 200309160295102, and being in the centerline of right of way line of Mann Road (30') as delineated on Plat Book 5 Page 155;

Thence along the centerline of said Mann Road and the easterly line of said 20.205 acre tract, and the westerly line of said 1.80 acre tract, South 04° 54' 01" West, 25.00 feet to a point in the northeasterly corner of a 1.004 acre tract conveyed to James W. & Rebecca J. Zimmer in Instrument No. 200510210222382, also being a southeasterly corner of said 20.205 acre tract;

Thence along a northerly line of said 20.205 acre tract and the northerly line of said 1.004 acre tract, North 85° 30' 00" West, 350.00 feet to a point on the northwesterly corner of said 1.004 acre tract;

Thence along the westerly line of said 1.004 acre tract, and a second 1.004 acre tract as conveyed to Julie Lennon, Trustee in Official Record Volume 12354 Page B04, and an easterly line of said 20.205 acre tract, South 04° 54' 01" West, 250.00 feet to a point on the southwesterly corner of said second 1.004 acre tract;

Thence along the southerly line of said second 1.004 acre tract, and a northerly line of said 20.205 acre tract, South 85° 30' 00" East, 350.00 feet to a point in the centerline of said Mann Road;

Thence along the centerline of said Mann Road, also being the easterly line of said 20.205 acre tract and the westerly line of a 4.269 acre tract as conveyed to Jeffrey and Kathy Lipps in Official Record Volume 30005 Page F04, also being the westerly line of a 0.736 acre tract conveyed the Franklin County Commissioners in Instrument Number 200205140120952, South 04°54'01" West, 371.84 feet to a point, being on the northeasterly corner of a 1.262 acre tract conveyed to the Franklin County Commissioners in Instrument Number 200207300185916;

Thence leaving said centerline along a southerly line of said 20.205 acre tract and a northerly line of said 1.262 acre tract, North 85°05'59" West, 30.00 feet to a point;

Thence continuing along the easterly line of said 20.205 acre tract and the westerly line of said Mann Road and said 1.262 acre tract, South 04°54'01" West, 80.00 feet to a point;

Thence continuing along the easterly line of said 20.205 acre tract and the westerly line of said Mann Road and said 1.262 acre tract, South 39°53'32" West, 61.03 feet to a point;

Thence continuing along the easterly line of said 20.205 acre tract and the westerly line of said Mann Road and said 1.262 acre tract, South 04°54'01" West, 150.26 feet to a point on the southwesterly corner of said 20.205 acre tract, also being on the northerly line of Havens Corner Road;

Thence along the northerly line of said Havens Corner Road and said 1.262 acre tract and the southerly line of said 20.205 acre tract, North 85°19'50" West, 364.77 feet to a point;

Thence continuing along the northerly line of said Havens Corner Road and said 1.262 acre tract and the southerly line of said 20.205 acre tract, North 85°20'08" West, 150.10 feet to a point;

Thence continuing along a westerly line of said Havens Corner Road and said 1.262 acre tract and a westerly line of said 20.205 acre tract, South 04°25'25" West, 15.00 feet to a point;

Thence continuing along the southerly line of said 20.205 acre tract and the northerly line of said Havens Corner Road and said 1.262 acre tract, North 85°20'08" West, 327.46 feet to a point on the southwesterly corner of said 20.205 acre tract, also being the southeasterly corner of Lot 1 of Ealy Estates as delineated in Plat Book 27 Page 31;

Thence along the easterly line of said Lot 1 and Lot 5 through 8 of said Ealy Estates and the westerly line of said 20.205, North 05°03'32" East, 939.22 feet to a point on the northwesterly corner of said 20.205 acre tract and the northeasterly corner of said Lot 8, also being on the southerly line of Lot 3 of the Beech Knoll Subdivision as delineated in Plat Book 53 Page 72;

Thence along the southerly line of said Beach Knoll Lot 3 and said 3.543 acre tract and the northerly line of said 20.205 acre tract, South 85°30'00" East, 904.62 feet to the **POINT OF BEGINNING**, containing 17.0 acres, more or less

This description is based on records obtained by E.P. Ferris and Associates in 2018 and is intended to be used for zoning purposes only.

Mary E. Stratton TR & Christy L.
Sechler TR
6020 Havens Corners Rd.
Gahanna, OH 43230

City of Gahanna
200 S. Hamilton Rd.
Gahanna, OH 43230-2919

Matthew H. & Erin L. Souder
5979 Havens Corners Rd.
Gahanna, OH 43230

Tonia A. Souder
5979 Havens Corners Rd.
Gahanna, OH 43230

John D. & Darlene A. Mahilo
1788 Taylor Station Rd.
Blacklick, OH 43004

Sandra A. Kirk
2125 Ackley Pl.
Columbus, OH 43219-1433

Robert J. Ariss
3062 Knoll Dr.
Gahanna, OH 43230-3120

Oscar M. & Barbara A. Baumhackl
3046 Knoll Dr.
Gahanna, OH 43230

Yousef & Margareta S. Marzeki
3038 Knoll Dr.
Gahanna, OH 43230

Ludie A. Scott TR
3025 Knoll Dr.
Gahanna, OH 43230

Lucy L. Younkins & Scott B. Shroyer
3012 Knoll Dr.
Gahanna, OH 43230

Glenn W. III & Sharon L. Dalton
2990 Knoll Dr.
Gahanna, OH 43230

Michael L. Sayre
2966 Knoll Dr.
Gahanna, OH 43230

SME Properties LLC
5944 Havens Corners Rd.
Gahanna, OH 43230

Julie Lennon TR
3075 Mann Rd.
Blacklick, OH 43004

James W. & Rebecca J. Zimmer
3085 Mann Rd.
Blacklick, OH 43004

Todd L. & Melissa J. Hempel
3097 Mann Rd.
Blacklick, OH 43004

Gavin K. & Margaret M. Freytag
3123 Mann Rd.
Blacklick, OH 43004

Joshua C. & Erica E. Fullen
3090 Mann Rd. Rear
Blacklick, OH 43004

Gary K. Ruder
3100 Mann Rd.
Blacklick, OH 43004

Michael S. & Kay A. Melaragno
3098 Mann Rd.
Blacklick, OH 43004

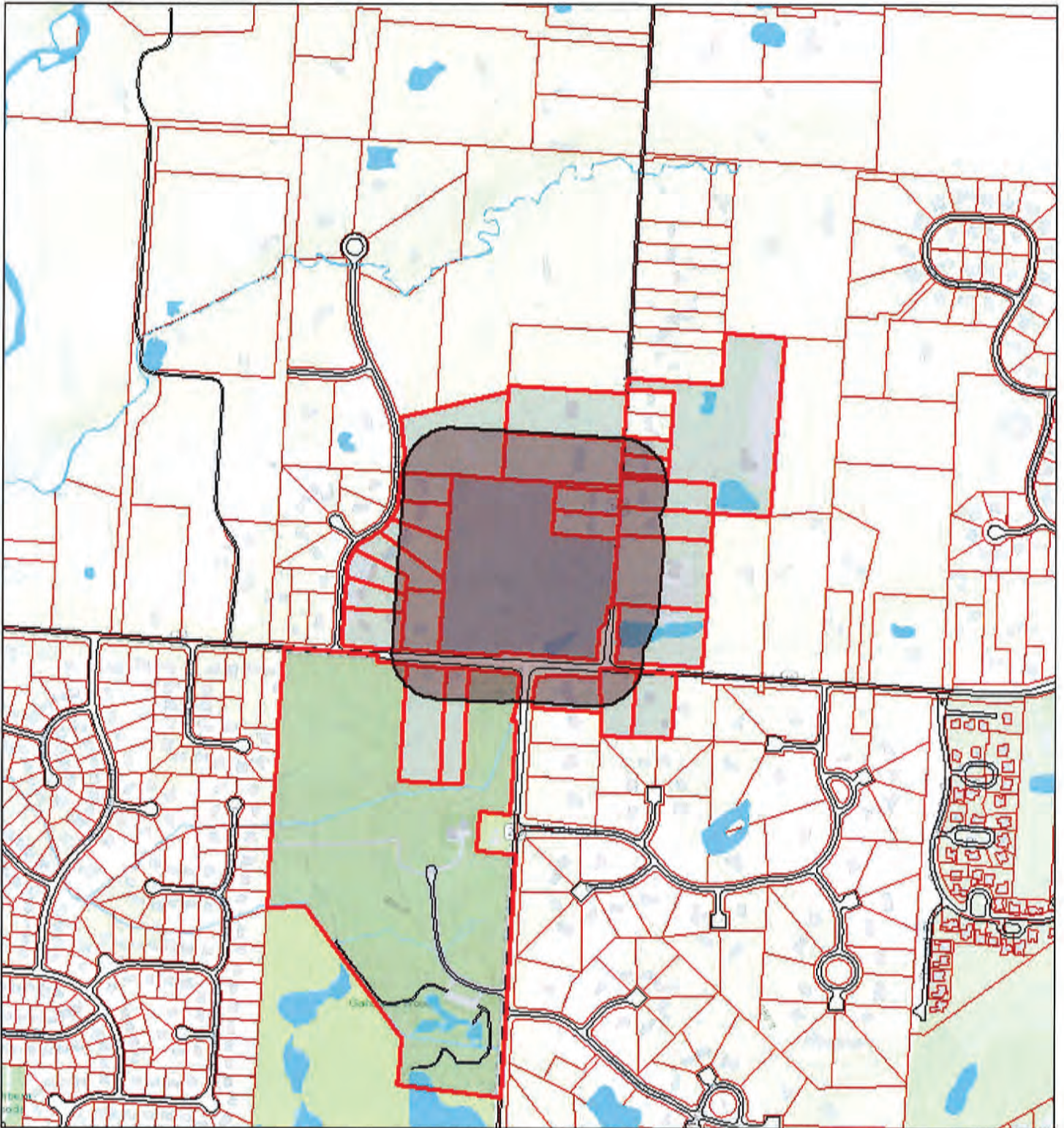
Larry E. Seymour & Joan E. O'Brien
3086 Mann Rd.
Blacklick, OH 43004

Terry R. & Christine A. Broas
3078 Mann Rd.
Blacklick, OH 43004

Jeffrey & Kathy Lipps
3052 Mann Rd.
Blacklick, OH 43004

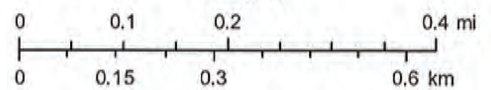
Zachary Mark McGregor
3020 Mann Rd.
Blacklick, OH 43230

Franklin County Auditors Office



October 9, 2018

1:11,724



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



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<input type="checkbox"/>	Alt ID	Site Address	Owner 1	Owner 2
<input type="checkbox"/>	... 025-009243-00	TAYLOR STATION RD	CITY OF GAHANNA	
<input type="checkbox"/>	... 025-009249-00	5987 HAVENS CORNERS...	SOUDER MATTHEW H	SOUDER ERIN L
<input type="checkbox"/>	... 025-009244-00	5979 HAVENS CORNERS...	SOUDER TONIA A	
<input type="checkbox"/>	... 170-001759-00	1788 TAYLOR STATION...	MAHILO JOHN D	MAHILO DARLENE A
<input type="checkbox"/>	... 170-001764-00	KNOLL DR	KIRK SANDRA A	
<input type="checkbox"/>	... 170-001128-00	3062 KNOLL DR	ARISS ROBERT J	
<input type="checkbox"/>	... 170-001127-00	3046 KNOLL DR	BAUMHACKL OSCAR M	BAUMHACKL BARBARA A
<input type="checkbox"/>	... 170-001126-00	3038 KNOLL DR	MARZEKI YOUSEF	MARGARETA S
<input type="checkbox"/>	... 170-001125-00	3028 KNOLL DR	SCOTT LUDIE A TR	
<input type="checkbox"/>	... 170-001124-00	3012 KNOLL DR	YOUNKINS LUCY L	SHROYER SCOTT B
<input type="checkbox"/>	... 170-001123-00	2990 KNOLL DR	DALTON GLENN W III	DALTON SHARON L
<input type="checkbox"/>	... 170-001122-00	2966 KNOLL DR	SAYRE MICHAEL L	
<input type="checkbox"/>	... 170-001121-00	5944 HAVENS CORNERS...	SME PROPERTIES LLC	
<input type="checkbox"/>	... 170-000086-00	6020 HAVENS CORNERS...	STRATTON MARY E TR	SECHLER CHRISTY L TR
<input type="checkbox"/>	... 170-001501-00	3075 MANN RD	LENNON JULIE TR	
<input type="checkbox"/>	... 170-001147-00	3085 MANN RD	ZIMMER JAMES W	ZIMMER REBECCA J
<input type="checkbox"/>	... 170-000603-00	3097 MANN RD	HEMPEL TODD L	HEMPEL MELISSA J
<input type="checkbox"/>	... 170-000789-00	3123 MANN RD	FREYTAG GAVIN K	FREYTAG MARGARET M
<input type="checkbox"/>	... 170-000596-00	3090 MANN RD REAR	FULLEN JOSHUA C	FULLEN ERICA E
<input type="checkbox"/>	... 170-001281-00	3100 MANN RD	RUDER GARY K	
<input type="checkbox"/>	... 170-001280-00	3098 MANN RD	MELARAGNO MICHAEL S	KAY A
<input type="checkbox"/>	... 170-000847-00	3086 MANN RD	SEYMOUR LARRY E	OBRIEN JOAN E
<input type="checkbox"/>	... 170-000301-00	3078 MANN RD	BROAS TERRY R	CHRISTINE A
<input type="checkbox"/>	... 170-000595-00	3052 MANN RD	LIPPS JEFFREY & KATHY	
<input type="checkbox"/>	... 170-000253-00	3020 MANN RD	MCGREGOR ZACHARY MARK	

Selection Manager

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- Select all
- Deselect page all
- Deselect all

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**DEVELOPMENT TEXT
STRATTON PROPERTY
HAVENS CORNERS ROAD**

This Development Text forms an integral part of a Rezoning Application filed by Gioffre Companies (“Applicant”) with Jefferson Township, Franklin County, Ohio (“Township”), for a development proposed for the Stratton Property (“Development”), being a 17.017 acre site located on the north side of Havens Corners Road just west of Mann Road near the intersection of Havens Corners Road and Taylor Station Road, being Franklin County Permanent Parcel #170-000086-00 (“Property”).

Applicant proposes to rezone the Property pursuant to Article VI of the Township Zoning Resolution as a Planned Suburban Residential District (PSR). All Section references herein refer to the applicable Section of the Township Zoning Resolution. To the extent a matter is not addressed herein but is otherwise addressed in other materials presented with the Rezoning Application, such matter shall be deemed incorporated herein by this reference. All references to the Township Zoning Resolution and all requirements for the development of the Property shall be in accordance with the Township Zoning Resolution as in effect on October 11, 2018, the date of filing of the Rezoning Application with the Township.

BACKGROUND

The Property currently consists of an old farm house, several outbuildings which are in a state of disrepair, and pastureland. In recent years, the Property has been occupied and used by tenants, not the owner. The Property is adjacent to the City of Gahanna and could be annexed to Gahanna for development. Applicant has determined to file the Rezoning Application in hopes of keeping the Property in the Township for development as an empty nester patio home community serving the residents of the Township and others desiring to move to the Township for the quality of life and amenities the Township provides. The proposed Development has been designed to respect the rural character of the Township by maintaining large open green space areas along the eastern and southern boundaries of the Property where it abuts Mann Road and Havens Corners Road and providing buffer areas from adjacent large lot neighbors. These open spaces and buffer areas will also be tree preservation zones as noted on the Development Plan (Tab 8) and Open Space Plan (Tab 10).

The Applicant is currently in contract to purchase the Property from its current owner, Christy Lynn Stratton, Trustee of the Mary Ellen Stratton Trust.

RELATIONSHIP TO COMPREHENSIVE PLAN

In preparing the Rezoning Application, Applicant has reviewed the “Jefferson Township 2050 A Vision for the Future” Comprehensive Plan document Review Draft July 25, 2018 (“Comp Plan”) in an effort to make certain the Development complies with the Comp Plan to the maximum extent possible. Applicant submits that the Development is in keeping with both the letter and spirit of the Comp Plan for the following reasons:

- The Development supports the Township Community Core Values noted on Page 6 of the Comp Plan by among other things:
 - Retaining the green community character of the Township;
 - Protecting and nurturing the natural landscape;
 - Protecting, promoting and preserving the abilities and activities of the Jefferson Water and Sewer District;
 - Using innovative land use and preservation concepts including performance zoning, to retain the character of the Township;
 - Safeguarding special resources, such as rural streetscape and unique residential opportunities.
- The Development assists the Township in preparing for the next generation as noted on page 42 of the Comp Plan by promoting a small lot walkable community using the Property wisely and for the benefit of the entire Township community. Additionally, as noted on page 43 of the Comp Plan the Development will provide for a walkable neighborhood and smaller residences.
- The Development will assist the Township in meeting the goal of having its current and future residents’ age in place as called for on page 45 of the Comp Plan. As stated on page 45 the Development will “...provide housing for empty-nesters that offer a low-maintenance lifestyle and first floor master bedroom design, or single –floor design. This provides an opportunity for individuals to “age in place” and enjoy independent living within the township.”
- The Development supports the Sustainability and Resiliency Goals and Objectives of the Township as set forth on page 49 of the Comp Plan by providing an innovative form of residential development and encouraging development of housing which allows empty-nester families to remain in the Township.
- While the Land Use Management Plan on page 51 of the Comp Plan designates the Property as being within the “Low Density Residential” classification with a recommended density of one (1) unit per acre, page 54 of the Comp Plan in the block “Lot Size/Density” states that “in some special cases, higher densities may [be] granted based upon the merits of the development plan and possibility of annexation, up to 1.0 dwelling units per acre.” Given the location of the Property adjacent to the City of Gahanna thereby permitting annexation, this bonus density is appropriate.

- The Development supports the Conservation Development principles of the Township set forth on page 83 of the Comp Plan by preserving open space through clustering development structures into a location that is easily connected to existing infrastructure. As noted on the Development Plan (Tab 8) and Open Space Plan (Tab 10), designated open spaces and buffer zones will also be tree preservation zones.
- In reviewing the Summary Goals of the Township set forth on Page 98 of the Comp Plan, the Development will assist the Township in meeting these Goals by preserving the rural character of the Township and encouraging creative development that reflects the Township’s identity as “An Exceptional Place to Live”.

DEVELOPMENT IN KEEPING WITH THE PURPOSES OF PLANNED SUBURBAN RESIDENTIAL DISTRICT (PSR)

The proposed Development is in keeping with the purposes specified for permitting a rezoning to PSR as set forth in Section 620.01(A) in that the Development is imaginative, well-designed, preserves open space, respects the physical qualities and limitations of the land and provides an improved living environment.

DEVELOPMENT STANDARDS AND COMMITMENTS

The empty nester patio homes proposed for the Development will be generally in keeping with the Sample Architectural Elevations included in the Application (Tab 13). All homes will be constructed using natural materials consisting of brick, stone, cultured stone, stucco, wood or cementitious siding, excluding foundations, windows, doors, gutters, downspouts, soffits, garage doors, trim molding and accent features. The homes will be 1-1/2 story dwellings with first floor master suites and will be located on fee simple lots as generally depicted on the Development Plan (Tab 8) and Illustrative Site Plan (Tab 9) included in the Application.

The Development will consist of 41 fee simple patio home lots on private streets. These streets will be maintained by the Homeowners Association for the Development. Private streets have been discussed with Township fire and safety officials along with a general discussion of serviceability. While Section 620.04(C)(2) requires a written statement with regard to suitable access for emergency vehicles, Applicant was advised by Township Fire Chief Shull that a letter was not required (Tab16). The Franklin County Engineer has approved the platting of lots on private streets subject to Applicant satisfying the Franklin County Subdivision Regulations (Tab 16) which the Applicant will do. The Township will have no responsibility for street maintenance, upkeep or snow plowing with respect to these private streets.

The Development is designed to provide maintenance free living for its empty nester residents by having the Homeowners Association undertake landscaping, lawn mowing, irrigation, snow shoveling and snow plowing for all homes. Article X.A.2 (page 32) of the Sample Declaration of Covenants, Easements, Assessments, Conditions and Restrictions for the Homeowners Association included in the Application sets forth these agreements (Tab 17).

DIVERGENCES

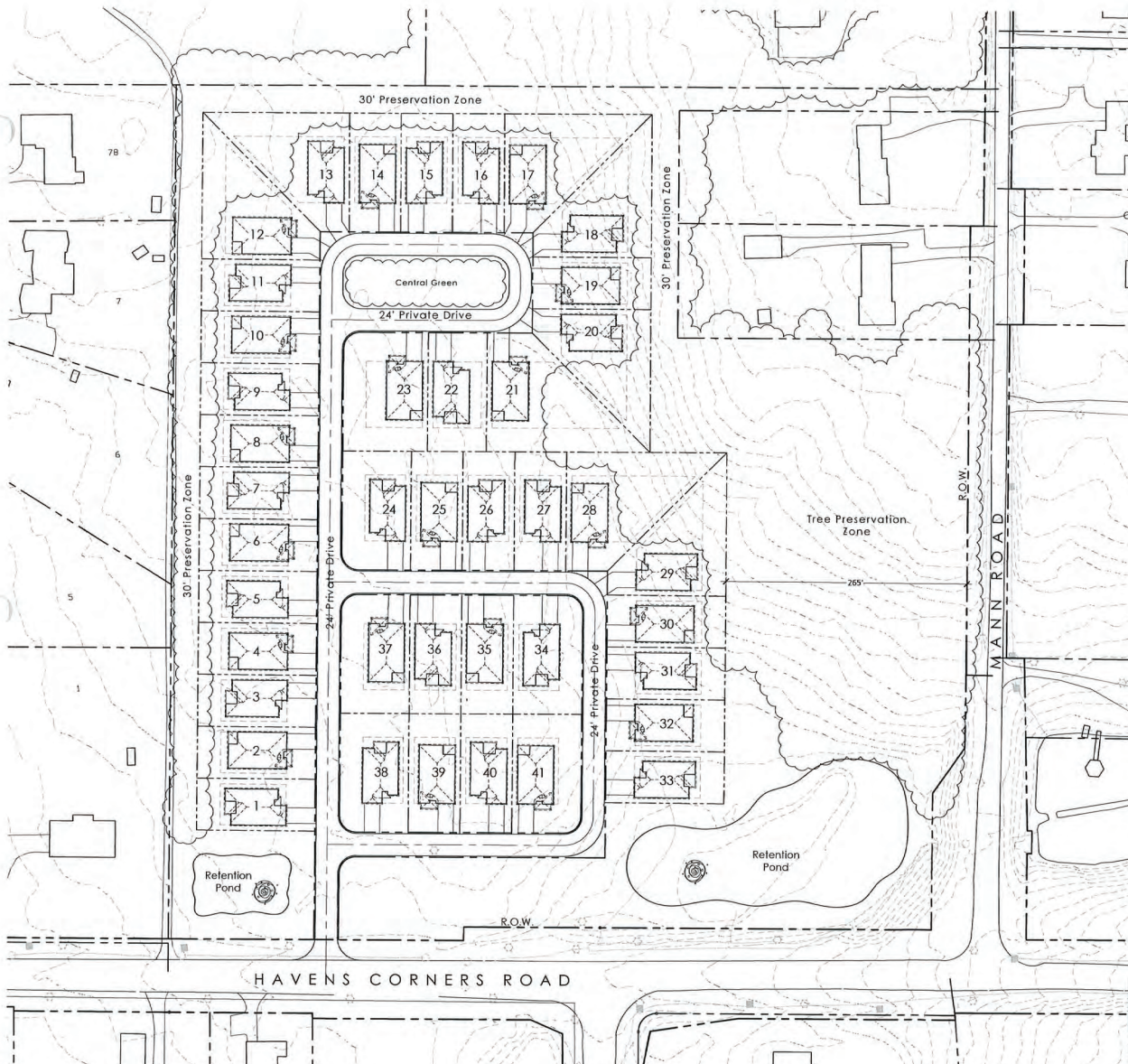
As permitted by Section 620.06 (I), Applicant respectfully requests the Township to grant the following divergences from development standards or other requirements to permit the Development to proceed:

Divergence #1 – Section 620.04(B) requires a minimum lot width of sixty (60) feet. The Development proposes minimum lot width of fifty seven (57) feet, a difference of three (3) feet requiring a divergence. This divergence is justified due to the fact that (a) empty nester dwelling units such as those proposed are typically located on smaller lots due to the preference of home buyers and the desire to have less yard area and (b) the Development will preserve significant open space and tree buffer areas as a consequence of concentrating lot development on smaller footprints. Applicant respectfully requests that this proposed divergence be approved as part of and as shown on the Development Plan.

Divergence #2 – Section 865.01(A) recommends a “T” turnaround or a minimum outside turnaround radius of thirty eight (38) feet for a driveway. Applicant will not satisfy this development standard as indicated on the Development Plan (Tab 8) and Illustrative Site Plan (Tab 9) included in the Application. Applicant maintains that these standards are more in keeping with requirements for long large lot driveways and not patio homes with a twenty five (25) foot setback. This divergence is justified due to the fact that the smaller lots with a twenty five (25) foot setback have no need for an on-lot turnaround. Applicant respectfully requests that this proposed divergence be approved as part of and as shown on the Development Plan.

TIME SCHEDULE FOR DEVELOPMENT

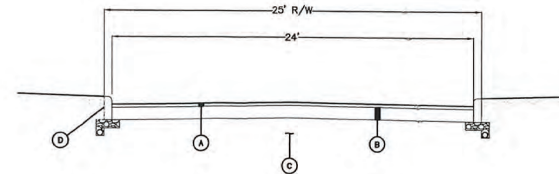
Site development activities for the entire Development will be undertaken at one time, presently anticipated to occur in the Spring/Summer of 2019 with patio home construction occurring immediately thereafter. It is anticipated that full buildout and sale of all patio homes will occur within 24 months after site development activities are completed.



Vicinity Map

Site Data:

Current Zoning:	RSRD	Perimeter Setbacks:	
Proposed Zoning:	PSR	From Havens Corners ROW:	75'
Total Site Area:	±17.017 Acres	From Mann Road ROW:	265'
Total Units:	41	Eastern Boundary:	30' Preservation Zone
Min. Lot Size:	57x130'	Northern Boundary:	30' Preservation Zone
Min. Lot Area:	7,410 S.F.	Northwestern Boundary:	30' Preservation Zone
Net Density:	±2.40 du/ac	Internal Lot Setbacks:	
Open Space Provided:	±6.98 Acres (41%)	Front:	25' from back of curb
(Does not include limited common area)		Side:	6'
		Rear:	26'



TYPICAL 24' PRIVATE DRIVE (FC/FC) SECTION
NOT TO SCALE

- (A) ASPHALT CONCRETE SURFACE COURSE, ITEM 448
- (B) ROLLER COMPACTED CONCRETE BASE, ITEM 365
- (C) SUBGRADE COMPACTION, ITEM 204
- (D) STRAIGHT 18" CURB, ITEM 609
(W/ 4" PIPE UNDERDRAIN)

HAVENS CORNERS - DEVELOPMENT PLAN

Jefferson Township, Ohio October 11, 2018

Romanelli & Hughes

G2 Planning
Urban Design
Landscape Architecture
Planning + Design
726 E. Broad Street
Columbus, Ohio 43215
Ph: 614 583 9230
Web: www.g2planning.com

E. P. FERRIS
AND
ASSOCIATES
INC.
Consulting Civil Engineers and Surveyors



Site Data:

Current Zoning: RSRD
 Proposed Zoning: PSR
 Total Site Area: ±17.017 Acres
 Total Units: 41
 Min. Lot Size: 57'x130'
 Min. Lot Area: 7,410 S.F.
 Net Density: ±2.40 du/ac
 Open Space Provided: ±6.98 Acres (41%)
 (Does not include limited common area)

Perimeter Setbacks:
 From Havens Corners ROW: 75'
 From Mann Road ROW: 265'
 Eastern Boundary: 30' Preservation Zone
 Northern Boundary: 30' Preservation Zone
 Northwestern Boundary: 30' Preservation Zone

Internal Lot Setbacks:
 Front: 25' from back of curb
 Side: 6'
 Rear: 26'

HAVENS CORNERS - ILLUSTRATIVE SITE PLAN

Jefferson Township, Ohio October 11, 2018



Romanelli & Hughes

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 Landscape Architecture
 Planning + Design
 759 E. Broad Street
 Columbus, Ohio 43215
 Ph: 614.593.9259
 Web: www.g2planning.com

E. P. FERRIS
 AND
 ASSOCIATES
 INC.
 Consulting Civil Engineers and Surveyors



Site Data:

Current Zoning: RSRD
 Proposed Zoning: PSR

Total Site Area: ±17.017 Acres

Total Units: 41
 Min. Lot Size: 57'x130'
 Min. Lot Area: 7,410 S.F.
 Net Density: ±2.40 du/ac

Open Space Provided: ±6.98 Acres (41%)
 (Does not include limited common area)

Perimeter Setbacks:
 From Havens Corners ROW: 75'
 From Mann Road ROW: 265'
 Eastern Boundary: 30' Preservation Zone
 Northern Boundary: 30' Preservation Zone
 Northwestern Boundary: 30' Preservation Zone

Internal Lot Setbacks:
 Front: 25' from back of curb
 Side: 6'
 Rear: 26'

HAVENS CORNERS - OPEN SPACE PLAN

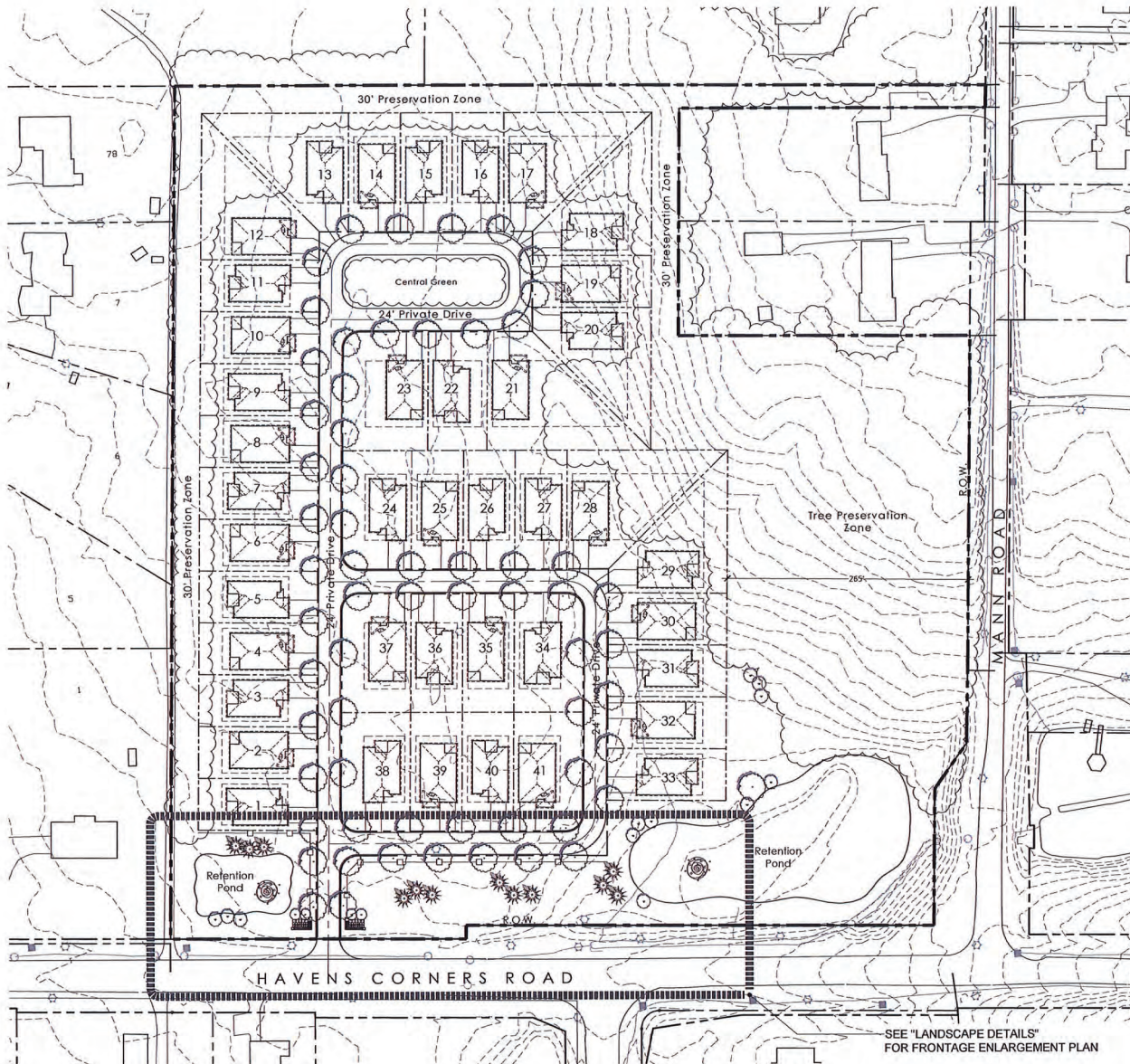
Jefferson Township, Ohio October 11, 2018



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Planning + Design
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 Columbus, Ohio 43215
 PH: 614.583.9230
 Web: www.g2planning.com

E. P. FERRIS
 AND
ASSOCIATES
 INC.
 Consulting Civil Engineers and Surveyors



CONCEPTUAL PLANT LIST

CODE	BOT. NAME/COMMON NAME	SIZE	COND.	SPACING	NOTES
DECIDUOUS SHADE TREES / STREET TREES					
AC WB	Acer saccharum 'Wright Brothers' Wright Brothers Sugar Maple	2' CAL.	B&B	AS SHOWN	Match Form
CE XM	Celastrus magnificus Magnifica Hackberry	2' CAL.	B&B	AS SHOWN	Match Form
CL KE	Cladonia kentuckea American Yellowwood	2' CAL.	B&B	AS SHOWN	Match Form
FA GR	Fagus grandifolia American Beech	2' CAL.	B&B	AS SHOWN	Match Form
LI ST	Liquidambar styraciflua Sweetgum	2' CAL.	B&B	AS SHOWN	Match Form
NY SY	Nyssa sylvatica 'Wildfire' Wildfire Blackgum	2' CAL.	B&B	AS SHOWN	Match Form
PL AC	Platanus x acerifolia 'Bloodgood' Bloodgood London Planetree	2' CAL.	B&B	AS SHOWN	Match Form
QU PL	Quercus palustris Pin Oak	2' CAL.	B&B	AS SHOWN	Match Form
QU SH	Quercus shumardii Shumard Oak	2' CAL.	B&B	AS SHOWN	Match Form
UL FR	Ulmus 'Frontier' Frontier Elm	2' CAL.	B&B	AS SHOWN	Match Form
SMALL ORNAMENTAL TREES					
AM GR	Amelanchier x grandiflora 'Autumn Brilliance' Autumn Brilliance Serviceberry	1.5'	B&B	AS SHOWN	Match Form
AS TR	Asimina triloba Pawpaw	1.5'	B&B	AS SHOWN	Match Form
CAN F	Caryopteris canadensis 'JFS-KW6' Native Flame® American Hornbeam	1.5'	B&B	AS SHOWN	Match Form
CE CA	Cercis canadensis Eastern Redbud	1.5'	B&B	AS SHOWN	Match Form
CR WK	Cotoneaster villosa 'Winter King' Winter King Hawthorn	1.5'	B&B	AS SHOWN	Match Form
EVERGREEN TREES					
AB CO	Abies Concolor White Fir	8' HT.	B&B	PER PLAN	
PI AB	Picea abies Norway Spruce	8' HT.	B&B	PER PLAN	
PI GL	Picea glauca White Spruce	8' HT.	B&B	PER PLAN	
PI ST	Pinus strobus White Pine	8' HT.	B&B	PER PLAN	
TH PL	Thuja plicata 'Green Giant' Green Giant Arborvitae	8' HT.	B&B	PER PLAN	



Conceptual Plant Palette

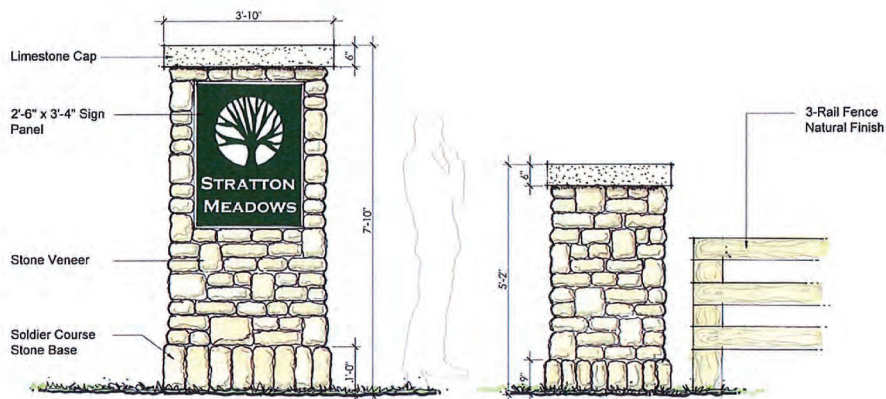
HAVENS CORNERS - CONCEPTUAL LANDSCAPE PLAN

Jefferson Township, Ohio October 11, 2018

Romanelli & Hughes

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Large Entry Column

Small Entry Column

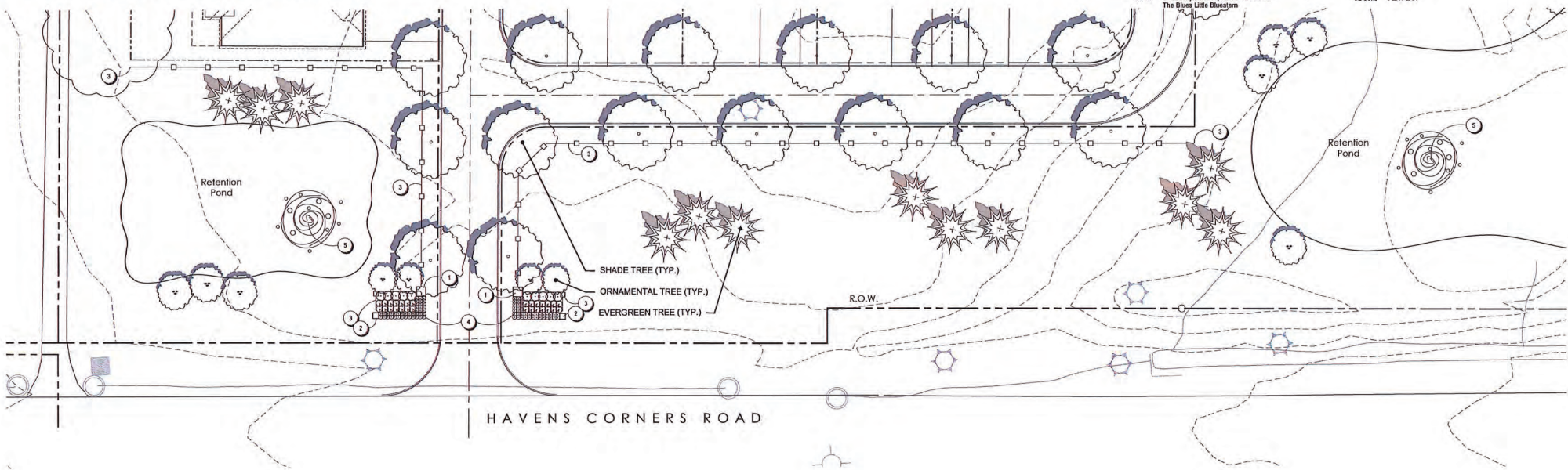
CODED NOTES

- ① LARGE ENTRY COLUMN
- ② SMALL ENTRY COLUMN
- ③ 3-RAIL HORSE FENCE (NATURAL FINISH)
- ④ LANDSCAPE AREA
- ⑤ FOUNTAIN

CONCEPTUAL PLANT LIST

CODE	BOT. NAME/COMMON NAME	SIZE	COND.	SPACING	NOTES
SMALL ORNAMENTAL TREES					
AM RP	Amelanchier canadensis 'Ginn Form' Rainbow Pillar Serviceberry	1.5'	B&B	PER PLAN	Tree Form
FLOWERING / DECIDUOUS SHRUBS					
CL AL	Clethra alnifolia 'Ruby Spice' Ruby Spice Summersweet	24' HT.	#3 Cont.	PER PLAN	
HY PA	Hydrangea paniculata 'Jani' Little Lime Hydrangea	30' HT.	#5 Cont.	PER PLAN	
IL VE	Ilex verticillata 'Berry Heavy GOLD' Gold Berry Heavy Winterberry	24' HT.	#3 Cont.	PER PLAN	
IT VI	Itea virginica 'Henry's Garnet' Henry's Garnet Itea	24' HT.	#3 Cont.	PER PLAN	
CO ST	Cornus stolonifera 'Farrow' Arctic Fire Redtwig Dogwood	24' HT.	#3 Cont.	PER PLAN	
VI DE	Viburnum dentatum 'Syrmsedred' Chicago Lustre Arrowwood Viburnum	36' HT.	#5 Cont.	PER PLAN	
EVERGREEN SHRUBS					
JU VA	Juniperus virginiana 'Grey Owl' Grey Owl Juniper	24' SPRD.	#3 Cont.	PER PLAN	
JU TA	Juniperus virginiana 'Taylor' Taylor Juniper	5' HT.	B&B	PER PLAN	
TH OC	Thuja occidentalis 'Rheingold' Rheingold Arborvitae	30' HT.	B&B	PER PLAN	
GRASSES, PERENNIALS, GROUNDCOVERS, & VINES					
AS TU	Acelepis tuberosa 'Gay Butterflies' Gay Butterflies Butterfly Weed	-	#1 Cont.	PER PLAN	
EC PU	Echinacea purpurea 'Magnus' Magnus Coneflower	-	#1 Cont.	PER PLAN	
HE HA	Hemerocallis 'Happy Returns' Happy Returns Daylily	-	#1 Cont.	PER PLAN	
LI SP	Liatris spicata 'Kobold' Kobold Blazing Star	-	#1 Cont.	PER PLAN	
PA VI	Panicum virgatum 'Heavy Metal' Heavy Metal Switchgrass	-	#3 Cont.	PER PLAN	
PE AT	Parovoxia stipitoides 'Little Spire' Little Spire Russian Sage	-	#2 Cont.	PER PLAN	
RU HI	Rudbeckia hirta Black-eyed Susan	-	#1 Cont.	PER PLAN	
SC BL	Schizachyrium scoparium 'The Blues' The Blues Little Bluestem	-	#2 Cont.	PER PLAN	

Conceptual Entry Features



HAVENS CORNERS - LANDSCAPE DETAILS

Jefferson Township, Ohio October 11, 2018

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SAMPLE HOME ELEVATION #2



SAMPLE HOME ELEVATION #1

HAVENS CORNERS CONCEPT PLAN

Jefferson Township, Ohio 2018.06.07

— — — — — 
Romanelli & Hughes

G2 PLANNING
Interior Design
LANDSCAPE ARCHITECTURE
Planning + Design
721 E. Broad Street
Cincinnati, OH 45219
PH: 513.581.7100
WWW.G2DESIGNINC.COM

October 2, 2018

Re: Parcel #170-00086

Mr. Chris Lescody, PE

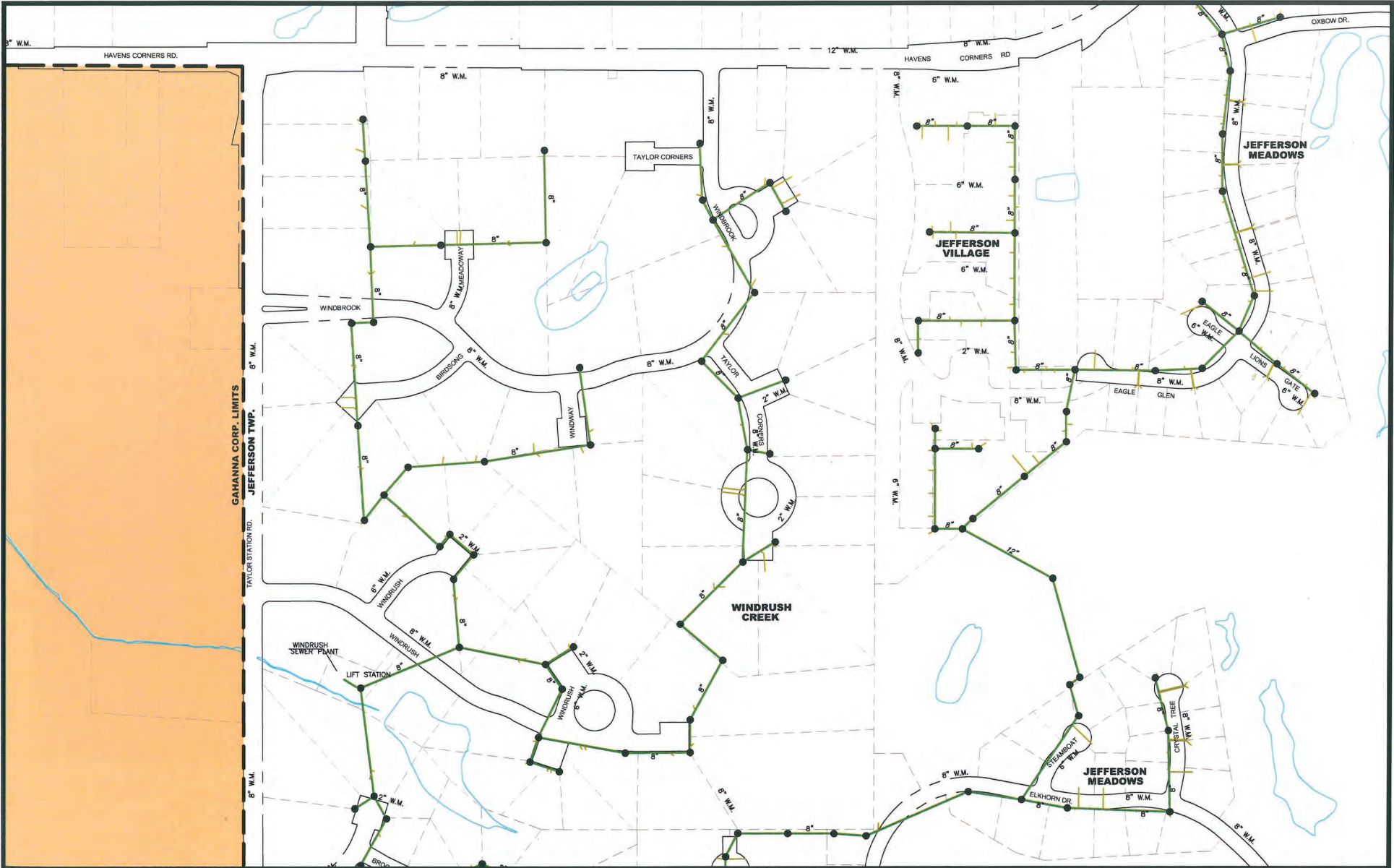
The Jefferson Water & Sewer District is able to serve the 17.94 Acre parcel #170-00086 with water off Havens Corners & Mann Road. Sanitary sewer service is available from the Windrush subdivision at the south east corner of Taylor Station and Havens Corners Rd.

Please feel free to contact me if you need any further information.

Sincerely yours,



Robert Stewart, Director



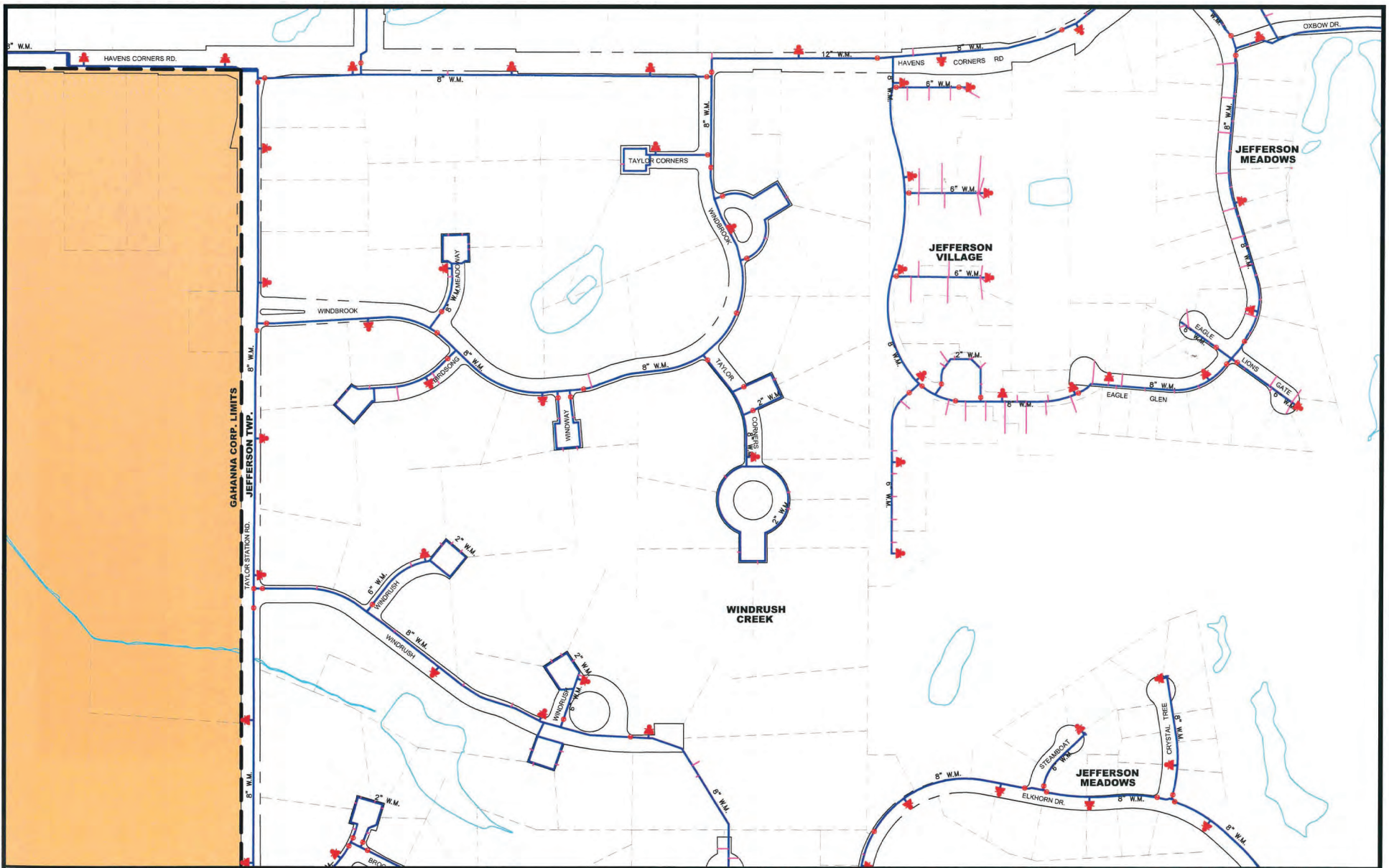
JEFFERSON WATER AND SEWER DISTRICT
SANITARY SEWER/FORCE MAIN ATLAS

INDEX AREA: C-6



SCALE: 1" = 300'





JEFFERSON WATER AND SEWER DISTRICT
WATERLINE ATLAS

INDEX AREA: C-6



SCALE: 1" = 300'





An **AEP** Company

BOUNDLESS ENERGY™

AEP Ohio
700 Morrison Rd
Gahanna, OH 43230
AEPOhio.com

10/3/2018

Christopher Lescody, PE
E.P. Ferris & Associates, Inc.
800 King Ave
Columbus, OH 43212

RE: AVAILABILITY OF ELECTRICAL SERVICE

18025 Havens Corners

To Whom It May Concern:

This letter will confirm that American Electric Power has electric service facilities adjacent to your new project. These facilities will be made available to serve your project with some Contribution-In-Aid-To-Construction charged to the project developer.

Our records indicate your project; a 41-single family residential development is located on the west side of Mann Rd and north of Havens Corners Rd, in Jefferson Township, Franklin County, Ohio.

American Electric Power anticipates providing your new project the best possible service. I look forward to working with you and remain available to coordinate your project needs. Please contact me to discuss any questions you may have or other assistance you may require.

Sincerely,

Erik Schaas
Customer Design Supervisor



AT&T
111 N Fourth St
Suite 802
Columbus, OH 43215

T: 6142238541
F: 6142234105
www.att.com

October 03, 2018

Christopher Lescody
E.P. Ferris & Associates, Inc.
xxxx HAVENS CORNERS CONCEPT
JEFFERSON TWP, Ohio

Dear Mr. Lescody,

This letter is in response to your request for information on the availability of AT&T service at 18025 HAVENS CORNER CONCEPT 180904.

Attn: CHRISTOPHER LESCODY - E.P. FERRIS & ASSOCIATES, INC.

RE: 18025 HAVENS CORNERS CONCEPT 180904 - JEFFERSON TWP.

This letter acknowledges that the above referenced project is located in an area served by AT&T. Any service arrangements for this location will be subject to later discussions and agreements between the developer and AT&T. Please be advised that this letter is not a commitment by AT&T to provide service to NORTH SIDE OF HAVENS CORNERS - JUST W OF MANN RD but an acknowledgement that we have service in this area.

Please contact me at the phone number included in this letter if you have any questions.

Thank you for contacting AT&T.

Sincerely,

Sheri Loomis
Telecommunications Specialist

cc:

SHERI LOOMIS, AT&T

Work Request Parameters:

OTHER: HAVENS CORNERS CONCEPT 180904

October 1, 2018

Christopher L. Lescody, PE
Vice President
E.P. Ferris & Associates, Inc.
880 King Ave
Columbus, Oh 43212

Re: Havens Corner and Mann Rd, Blacklick, OH

Thank you for wanting to choose Columbia Gas of Ohio, Inc. (COH), a NiSource Company, to serve your natural gas needs to your new proposed project. This letter is to confirm COH does have facilities on Havens Corners Rd and Mann Rd. Although COH facilities may be in the vicinity of your proposed property, further investigation will need to take place for capacity. Once Attachment A of the Information Request Packet has been answered and returned and all other requested information is released to the COH New Business Team, gas availability and any capacity issues will be determined; as well as any deposit and/or Aid-To-Construction costs that may be required.

Please note that availability is contingent upon a cost benefit analysis. If the project is not deemed economically feasible for Columbia Gas, a deposit may be necessary

If you have any questions regarding availability, or how it is determined, please feel free to contact me at 614-506-7023 Monday-Friday, 8:00am to 4:30pm. Columbia Gas and I look forward to partnering with you on this and future projects.

Sincerely,

Todd Schwarz

Columbia Gas of Ohio a Nisource Company
Todd Schwarz
Development Manager

P.O. Box 2553
Columbus, Ohio 43216
Tel. (614) 481-5263
Fax (614) 255-6428



October 5, 2018

Christopher Lescody
E.P. Ferris & Associates, Inc.
880 King Ave
Columbus, OH 43212

RE: Havens Corners, Jefferson Twp, Franklin County, OH

Dear Mr. Lescody:

This letter is to confirm that Charter Communications has the capacity and ability to provide advanced cable, high speed internet and digital phone services to the proposed Havens Corners, Jefferson Twp, Franklin County, OH project.

If you have any questions give me a call at 614-481-5263 and I will be happy to discuss this project with you.

Thank You!

A handwritten signature in black ink, appearing to read "Kevin D. Rich".

Kevin D. Rich
Construction Manager
kevin.rich1@charter.com

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

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

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

THIS DECLARATION OF COVENANTS, EASEMENTS, ASSESSMENTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made as of the _____ day of _____, 201__ by _____, a(n) _____ of _____ ("Developer").

A. Developer is the owner in fee simple of the real property more fully described in Exhibit A attached hereto and by this reference incorporated herein (the "Property").

B. Developer desires to develop the Property into a residential subdivision to be known as _____ (hereinafter the "Subdivision"), and to restrict the use and occupancy of the Property for the protection of the Property and the future owners of the Property and to provide for the preservation of the values of and amenities in the Subdivision for the benefit of the present and future Owners of the Lots and the Improvements constructed thereon.

C. Developer desires that all of the Property be encumbered with the covenants, easements, restrictions and conditions set forth herein which shall run with the land and be binding on all parties having any right title or interest in the Property, or any part thereof, their heirs, successors and assigns, including the future Owners of any Lot, the Developer, the Developer's successors and assigns, and any utility companies, whether public or private, or agencies or instrumentalities of local government providing utility services, who are granted rights herein.

D. Located contiguous to or near the Subdivision is property that has been or in the future may be developed as an extension and/or subsequent phase of the Subdivision with subdivision lots for single-family homes to be built on them, and additional landscaped, green areas and/or other amenities and improvements, and subjected to the plan and restrictions created hereby. This property is referred to herein as the "Additional Property."

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

NOW, THEREFORE, in pursuance of a general plan for the protection, benefit and mutual advantages of the property in the Subdivision, Developer, with respect to the property described on Exhibit A of this Declaration, hereby declares that all of the Property (currently being all of the property described on Exhibit A to this Declaration) shall be held, sold, conveyed

and occupied subject to the following covenants, easements, assessments, conditions and restrictions, which are for the purpose of protecting the values and desirability of, and which shall run with the title to, each part of the Subdivision, and be binding on all parties having any right, title or interest therein, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Developer, each owner of the property in the Subdivision, the homeowners association, and the respective personal representatives, heirs, successors and assigns of each. By this Declaration, Developer declares that the Property is a planned community subject to the provisions of the Planned Community Act, as hereinafter defined.

GENERAL PROVISIONS

I. APPLICABILITY

This Declaration shall apply to the entire Property as described on the attached Exhibit A. If Developer owns, and/or acquires additional parcels adjacent to or near the Property, intended by Developer for future development, generally consistent with the development of the Property, Developer may annex said additional parcels to, and if so annexed, declare them to be, subsequent phases of the Subdivision. Upon such annexation, Developer shall have the right, but not the obligation, to subject such annexed parcels to the terms and conditions of this Declaration. Developer may subject annexed parcels to this Declaration without modification, or Developer may supplement and amend this Declaration as it applies to such additional phases of development. As to each development phase of the Subdivision, Developer may re-record this Declaration with an attached exhibit which modifies and/or supplements this Declaration with respect to such phase, or Developer may incorporate this Declaration by reference into a supplemental declaration or an amendment hereto which establishes the modifications and/or supplemental provisions desired by Developer to be applicable to such phase. The modifications and/or supplemental provisions applicable to different phases of development at the Subdivision may be comparable to, more restrictive or less restrictive than the parallel provisions applicable to other development phases, as determined to be appropriate by Developer in the exercise of its sole discretion. In the event of any inconsistency between the provisions of this Declaration and the provisions of any phase-specific modifications and/or supplements hereto, the terms of the phase-specific document shall control.

II. DEFINITIONS

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

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

C. “Assessments” – charges levied by the Association on Lots and their Owners as provided for herein, including but not limited to Membership Transfer Assessments, Initial Operating Assessments, Operating Assessments, Special Assessments, Individual Lot Assessments, and Private Utility Services Costs.

D. “Association” – an association of all of the Owners of Lots in the Subdivision, at any time, except Owners of Exempt Property with respect to that property. The Association is being incorporated as an Ohio non-profit corporation named _____, or similar name, which Association is also an “Owners Association” under the Planned Community Act. The Association shall own, maintain and administer all common improvements, private utility facilities such as water lines, metering equipment, and storm water management systems, private streets, access and security gates, signs, common area landscaping, fencing and tree preservation areas as defined herein.

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

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

G. “Cluster Mailboxes” - Mailbox Kiosks or structures containing multiple individually located mailboxes and parcel compartments for use by the U.S. Postal Service.

H. “Code of Regulations” and “Code” – the Code of Regulations of the Association created under and pursuant to the provisions of Chapter 1702, providing certain operating rules and procedures for the Association. A true copy of the Code of Regulations is attached to this Declaration as Exhibit B and made a part hereof by this reference. The Code of Regulations shall constitute the “Bylaws” of the Association, as required by the Planned Community Act.

I. “Common Expenses” – expenses incurred in maintaining the Common Property and shall mean the projected expense of maintaining all Common Property at the time that the Subdivision is completely developed and all Lots are resident occupied. Common Expenses shall also include all costs and expenses incurred by the Association in conducting its affairs and generally discharging its duties and obligations imposed upon it by this Declaration or assumed by it pursuant to authorization granted by this Declaration.

J. “Common Property” - all real and personal property now or hereafter acquired pursuant to this Declaration or otherwise, and owned by the Association, or granted by easement or reserved by reservation to or for the benefit of to the Association and/or Subdivision, for the common use and the enjoyment of the Owners, or for the operation of the Association. The Common Property may include open spaces, reserve areas, landscaped areas, tree preservation zones, street islands, walls, fences, security gates, walkways, entranceway and community

border features, detention areas, private drives, and other property designated by Developer or the Board to be Common Property, and benefiting the Owners and Occupants of the Lots and Improvements in the Subdivision. The Common Property shall include not only real or personal property owned by the Association, but also shall include real or personal property for the maintenance of which the Association has responsibility under this Declaration, pursuant to applicable zoning regulations, approved plat(s), and/or under any agreement entered into by the Developer or by the Association, the terms of which are binding on the Association. The Common Property includes, but is not limited to, ownership and maintenance of Reserves _____, as numbered and identified on the Final Plat.

K. "Declaration" this instrument and all of its provisions and attachments, through which the Property is submitted to the deed restrictions for recordation, and as this instrument may be lawfully amended from time to time.

L. "Design Review Board" – the committee or board appointed by the Board to perform architectural control, to review, approve or disapprove and oversee construction of, and all subsequent modifications, additions or alterations to Improvements.

M. "Developer" – _____, a(n) _____, and any manager, officer, shareholder, successor or assignee thereof to which Developer specifically assigns any of its rights under this Declaration by a written instrument.

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

O. "Final Development Plan" - the approved final development plan for _____ - _____, as approved with modifications by Jefferson Township Zoning Commission, Franklin County, Ohio on _____, 2018, or as amended in the future and in effect.

P. "Final Plat" - the recorded plat of _____ Subdivision recorded _____ in Plat Book _____, Pages _____, Recorder's Office, Franklin County, Ohio. Final Plat shall include, if applicable, the final subdivision plat of any Additional Property subjected the Declaration.

Q. "Improvements" – all man-made or man-installed alterations to the Property which cause the Property to deviate from its natural condition, including but not limited to single-family homes, dwellings, buildings, outbuildings and garages and other structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools, hot tubs, and spas, sport and recreational courts, fixtures and

facilities, including recreational equipment, slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, mailboxes, decks, patios, porches and walkways, planted trees, hedges, shrubs and other forms of landscaping, and all other structures or improvements of every type.

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

S. “Initial Operating Assessment” - a one-time Assessment that the Board may levy against each Lot, other than Exempt Property, at the time and in the manner set forth in Article IX Paragraph H. Funds from Initial Operating Assessments will be used to pay Common Expenses (that is, funds needed to meet cash requirements of the Association for its operations and reasonable revenues), to fund Association operations, to fund capital improvements, and for such other purposes determined appropriate by the Board in furtherance of its functions hereunder.

T. “Lot” – a discrete parcel of real property identified upon the recorded Final Plat of the Property, or recorded re-subdivision thereof and any other discrete parcel of real property designated by Developer, excluding the Common Property and any portion of the Property dedicated for public use. Developer has and reserves the right to split and/or combine currently platted Lots into new platted Lots without the consent or approval of Owners of other Lots in the Subdivision, as Developer may deem such split or combination to be beneficial to the Property from time to time. Any and all references herein to a “Lot” shall include any such re-platted Lots. Once a split/combination is completed, the former lots shall cease to be “Lots” for any and all purposes hereunder.

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

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

W. “Membership Transfer Assessment” – an Assessment levied by the Association each time the fee simple interest in a Lot with a dwelling on it is transferred, or in the case of a sale under a land installment contract, each time a land installment contract, for value, for a Lot with a dwelling on it is recorded.

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

Y. “Operating Assessment” – an Assessment that the Board may levy from time to time upon all Lots, other than Exempt Property, and their Owners, pursuant to the terms of this Declaration, to provide funds to pay Common Expenses. .

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

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

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

CC. “Private Utility Assessment” - an Assessment that the Board may levy from time to time on the Lots and their Owners, pursuant to Article IX, Paragraph H.

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

EE. “Reserve Fund” - the fund established pursuant to Article IX.

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

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

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

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

JJ. "Tree Preservation Zones" - all property that is identified on the Final Development Plan and Final Plat as no disturb zones where trees in fair or good condition shall be preserved, protected and undisturbed, as provided in the approved Zoning Text, and except in locations of necessary common access and utility easements or storm water management facilities.

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

LL. "Zoning Text" - the approved Zoning Text for _____ as approved by the Jefferson Township Zoning Commission, Franklin County, Ohio on _____, _____, 20____, or as amended in the future and in effect.

III. GOALS

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

- A. Compliance with all Zoning Text, Final Development Plan and similar governmental regulations;
- B. Promotion of the health, safety and welfare of all Owners and residents of the Property;
- C. Preservation, beautification and maintenance of the Property and all Improvements;
- D. Establishment of requirements for the development and use of the Property; and
- E. Compliance with the provisions of the Planned Community Act.

DEVELOPMENT & USE RESTRICTIONS

IV. USE RESTRICTIONS

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

- A. Use of Lots. Except as otherwise permitted herein, each Lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to a

residence. No Improvements of any kind or nature may be constructed on any Lot until and unless the plans therefore have been approved by the Design Review Board (or Developer if no Design Review Board has been established), as provided for hereinafter. All Improvements shall be constructed in accordance with the approved Zoning Text, Final Development Plan and the Jefferson Township Zoning Commission.

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

C. Use of Common Property. Any Common Property may be used only in accordance with the purposes for which it is intended and for any reasonable purposes incidental to the residential use of a Lot and shall be subject to the Rules. All uses of the Common Property shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and Occupants, and shall comply with the provisions of this Declaration, the laws of the State, the ordinances of Jefferson Township, and the Rules, and other Association Governing Documents. The Association, acting through its Board of Directors, shall possess all power and authority vested in it pursuant to the Articles of Incorporation for the Association, including, but not limited to, the right to (i) contract, lease, or assign interest in; (ii) initiate, defend, negotiate and settle claims arising from casualty, condemnation or other actions with respect to; and (iii) establish rules governing conduct upon, the Common Property owned or maintained by the Association and all Improvements located thereon.

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

E. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Developer while marketing the Lots and residences for sale; (ii) street and identification signs installed by the Association, the Developer; or a local governmental body having jurisdiction over the streets within the Subdivision; (iii) one temporary real estate sign on a Lot not to exceed two feet by two feet (2' x 2') in area advertising that such Lot is for sale; and (iv) for a reasonable period of time before, and not to exceed three days after, a public governmental election in which the Lot Owners are permitted to vote, up to three temporary political signs of not more than two feet by two feet (2' x 2") each, expressing support for or opposition against an individual candidate or issue which is the subject of the current election. Political signs containing information or expressing opinions other than simple support for or opposition against a specific candidate or issue may be removed by the Association, and not more than one sign for or against any specific candidate or issue may be

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

F. Animals. No Person may keep, breed, board or raise any animal, livestock, insects, reptile or poultry of any kind for breeding or other commercial purpose on any Lot, or in or upon any part of the Common Property, unless expressly permitted by the Rules. All domestic pets shall be properly restrained and shall not be permitted to roam free or loose on the Property, other than on the Lot of the owner of such pet(s). No animal, including a domestic pet, shall be kept on the Property if the size, type or characteristics of such animal constitute a nuisance. Proper Lot maintenance as required elsewhere herein shall include the obligation to regularly remove pet waste from an Owner's Lot. Outdoor dog houses, animal cages, dog runs and other similar objects, whether or not affixed to the ground, are prohibited without the express prior review and approval of the Design Review Board, which may be withheld in the Design Review Board's sole discretion. Any animal defined as "vicious" or "dangerous" pursuant to the provisions of Ohio Revised Code Chapter 955, as the same may be amended from time to time, is specifically prohibited.

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

H. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property, without the prior written approval of the Board. This provision shall not prohibit (i) a "home office" use, in connection with which no non-resident employees are working on the Property, and no customers, employees, subcontractors or other third parties park on the Property, or (ii) during the construction and initial sales period, the use of Lots, including dwellings and other Improvements constructed thereon, and Common Property for construction and sales purposes, including the construction and operation of sales models and/or trailers by Developer and/or by builders as approved by Developer, in its sole discretion.

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

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

K. Vehicles. The Board shall be entitled to create and enforce reasonable rules concerning the parking of any vehicle permitted in the Property. In addition to its authority to levy Individual Lot Assessments as penalties for the violation of such rules, the Board shall be

authorized to cause the removal of any vehicle violating such rules, including on Lots, unless such vehicles are located in permitted, enclosed structures shielded from view.

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

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

L. Trash. Except for the reasonably necessary activities of the Developer during the original development of the Property, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers, screened from view, and stored either inside of a permitted structure, or to the side or rear of the home constructed on the Lot. No emptied trash containers shall be allowed to remain visible for more than eight (8) hours following the trash pick-up.

M. Antennae. To the extent such prohibition is permitted by federal legislation, no outside radio, satellite dish, television or other electronic antennae or aerial may be erected or maintained on any Lot or the exterior of any Improvement, without the prior written approval of

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

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

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

P. Mailbox. The Developer may designate a uniform style of curbside mailbox for all of the Subdivision, and shall establish siting parameters for the locations thereof, with the intention of providing uniformity throughout the Subdivision. If any mailbox is damaged, destroyed or deteriorates, then each Owner, at such Owner's expenses, shall repair or replace such mailbox with another of like kind, design, pattern and color as designated by the Developer. The Developer may designate certain open areas for the purpose of installing Cluster Mailboxes for the Subdivision. If Cluster Mailboxes are damaged, destroyed or deteriorate then the Association shall repair or replace the Cluster Mailboxes. If an Owner's allotted box within a Cluster Mailbox is damaged by the abuse or negligence of an Owner, the Owner shall be responsible for the reimbursement to the Association of the costs of repair/replacement.

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

R. Fencing. Subject to the further provisions of this Paragraph R, the Design Review Board shall have the authority to establish standards for permissible fencing and walls. Said authority shall include the power to prohibit or require fencing or walls of certain types, and to prohibit or require fencing or walls of certain (or entirely) types in certain areas. All fencing and walls shall meet any applicable requirements (if any) in Paragraph Y below, and shall conform to the standards set forth by the Design Review Board, and must be approved by the Board, in writing, prior to the installation thereof.

Notwithstanding the foregoing, standards and/or restrictions established by the Design Review Board shall not apply to any fencing installed by Developer in any Common Property.

S. Swimming Pools. No above ground swimming pools shall be permitted. For purposes hereof, an "above ground swimming pool" shall be any pool extending twelve inches

(12”) or more above the finished grade of the Lot and having (i) a water surface area in excess of thirty-six square feet; or (ii) a filtration system of any description. This paragraph shall not be intended to prohibit the installation of a hot tub or sauna, so long as such hot tub or sauna is designed for no more than eight (8) adults. In the event that an in-ground swimming pool is permitted to be installed on a Lot and applicable governmental safety regulations require a fence, then such fence shall be permitted notwithstanding any provision of Paragraph R above to the contrary, provided such fence shall be subject to the prior written approval of the Design Review Board as to design and location on the Lot.

T. Hobbies. Hobbies or activities that tend to distract from the aesthetic character of the Lot, and Improvements used in connection with such hobbies or activities, shall not be permitted unless carried out or conducted within a building and not visible from either the street or adjoining property. This section includes but is not limited to, such activities as automotive and boat repair, and sports activities.

U. Mineral Exploration. The Lot shall not be used in any manner to explore for, use, or commercially exploit any water, oil and other hydrocarbons, minerals of any kind, gravel, earth, soil, or any other substance located in or under the ground. No wells may be located on the Lot and no water may be removed from any pond, lake, or other body of water located on, adjacent to or near a Lot, unless otherwise approved by the Developer and Design Review Board.

V. Drives, Curbs, and Walks. Drives, curbs, parking areas and walks shall be constructed, altered and maintained only in accordance with plans and specifications submitted to and approved in writing by the Design Committee and the approved Zoning Text and the Final Development Plan.

W. Tree Preservation and Protection. Tree removal is not permitted in areas designated as “Tree Preservation Zones” on the recorded Final Plat or adjacent platted property or in areas in which tree removal is prohibited in the Zoning Text, Final Development Plan or applicable Jefferson Township Code. Violations of this provision shall be strictly enforced under this Declaration, the approved Zoning Text, Jefferson Township Code and Ohio law. In order that the natural beauty of the Subdivision and neighboring property may be preserved, as required by the Jefferson Township under the approved Zoning Text and Final Development plan, no building, structure, fence, patio, recreation or athletic facility, or any other improvement of any kind may be placed temporarily or permanently upon, in or under, the area designated on the recorded Final Plat as a “Tree Preservation Zone,” nor shall any work be performed thereon which would alter the natural state of the zone or damage any of the trees or vegetation therein; provided, however, that the zone may be disturbed to the extent necessary for the installation and maintenance of utilities and drainage facilities, mounding, landscaping and subdivision entrance of utilities and drainage facilities, mounding, landscaping and subdivision entrance features. Any part of the zone disturbed by maintenance shall be restored as nearly as practicable to the original condition. Any healthy vegetation or trees removed shall be replaced with like number and variety, no other tree or vegetation may be removed from the zone except for removal of

dead, diseased, decayed or noxious trees and other vegetation or as may be required for conservation or aesthetic purposes or in keeping with good forest management practices. In the event of a violation of this paragraph, Developer or the Association may, at its option, cause any tree so removed or destroyed to be replaced with another tree in accordance with the Tree Replacement standards in the approved Zoning Text. Final Development Plan and/or Jefferson Township Code and Ohio Law as applicable, and the Owner of a Lot in the Subdivision who is responsible for such removal shall reimburse Developer or the Association for all expenses incurred by it, including but not limited to like for like tree replacement, damages, and the Developer or the Association's reasonable attorney's fees to enforce this provision.

X. Miscellaneous. The following Improvements shall not be permitted on any Lot in the Subdivision: (i) outdoor clotheslines, (ii) window air conditioning units on any window facing a street, (iii) solar panels, attached or detached.

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

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

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

BB. Water Access. No Owner, Occupant, or any other person, shall have access to, or the right to use, any pond, stream or other body of water through, in or adjacent to the Subdivision for boating, fishing, swimming, or ice skating.

CC. Outdoor Fire Pits and Fireplaces. No outdoor wood burning fire pits or fireplaces shall be permitted. This paragraph shall not be intended to prohibit the installation of an outdoor gas fire pit, so long as a gas fire pit conforms to the standards set forth by the Design Review Board, and must be approved by the Board, in writing, prior to the installation thereof.

DD. No Portable Sports Equipment. No portable sports equipment such as basketball backboards shall be placed in the front yard of a Lot such that the adjacent street (whether public or private) is used as a sports court.

EE. Drainage and Grading. No drainage ditches, cuts, swales, streams, impoundments, ponds, or lakes; no mounds, knobs, dams or hills, and no other physical Improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be destroyed, altered or modified without the prior written approval of the Developer. No Improvements to a Lot shall be made in any manner whatsoever that are inconsistent with the master grading plans (“Master Grading Plan”) established by the Developer for the Lots, as the plans now exist or may hereafter be modified from time to time, without the prior written approval of the Developer. All Lot Owners shall obtain certification from a licensed engineer after completing any Improvement that the Master Grading Plan has been observed. Whenever the possibility exists for the silt run-off, because of construction of Improvements on a Lot, or for some other reason, the home Lot Owner shall be obligated to provide a means of siltation control to prevent such run off. Roof drains, foundation drains, and other clean water connections to the sanitary sewer system are prohibited.

V. ARCHITECTURAL STANDARDS

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

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

The Design Review Board shall have the exclusive authority, at a private or public meeting by action of two or more of the members thereof (if Developer has not elected to act itself or appoint an agent to act, in which case such authority shall be exercised by Developer or its agent) to determine the architectural standards which shall govern the construction of Improvements on the Property, subject to compliance with the Final Development Plan and Zoning Text. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause that Owner’s Lot and any Occupant thereof to comply with the standards promulgated by the Design Review Board. No Improvement shall be placed, erected or installed on the Property, and no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work), and no plantings or removal of plants, trees or shrubs, shall be permitted without, until and unless the Owner first obtains the written approval thereof from the Design Review Board and otherwise complies with the provisions of this Declaration.

B. Modifications. Except as otherwise provided in this Declaration, the Design Review Board shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to the Property. No Person shall construct any Improvement or landscaping on any Lot, including without limitation, alter surfaces of existing Improvements or landscaping, change paint colors or roofing materials, construct or modify fencing, or install any recreational device, without the prior written consent of the Design Review Board. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Board for its approval. The Design Review Board may charge a fee in connection with processing applications submitted pursuant to this Paragraph. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of that Owner's residence.

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

D. Improvements and Landscaping by Developer. Notwithstanding any of the foregoing to the contrary, all Improvements including, but not limited to dwellings, buildings and landscaping constructed by the Developer or its agents, or designated assignees, or constructed by builders approved by Developer, shall be deemed to comply in all respects with the provisions of this Declaration, any design guidelines, and the requirements of the Design Review Board, and shall not require approval of the Association, the Board, the Owners or the Design Review Board; provided that such Improvements comply with the provisions of this Declaration and the required architectural standards for the Subdivision adopted by the Developer and in accordance with the Zoning Text.

E. Compliance with Zoning Text. All Improvements shall comply at all times with the Zoning Text, Final Development Plan, as amended by Jefferson Township, and all other zoning requirements of applicable governmental authorities.

F. Inspection License. During site development and the development and construction of any Improvements on a Lot, the Design Review Board and its duly authorized representatives are granted an irrevocable license to come upon the Lot on which site development is occurring or Improvements are being developed and constructed, to determine compliance with the development and building plans approved by the Design Review Board

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

H. Responsibility for Governmental Fees and Costs. All governmental fees and costs incurred in developing and constructing Improvements on a Lot shall be at the sole cost and expense of the Owner thereof.

VI. EASEMENTS AND LICENSES

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

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

C. Easement for Utilities and Other Purposes. The Board or Developer may convey easements over the Common Property to any entity for the purpose of constructing, installing, maintaining and operating poles, pipes, conduit, wires, meter pits, swales, land contours, ducts, cables and other equipment or conditions necessary to furnish electrical, gas, sanitary or storm sewer, water, telephone, cable television and other similar utility or security services, whether of public or private nature, to the Property and to any entity for such other purposes as the Board or

Developer deems appropriate; provided that such equipment or condition(s), or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Board or Developer may grant such easements over all portions of the Property for the benefit of adjacent properties as the Board or Developer deems appropriate; provided that the grant of such easements imposes no undue, unreasonable or material burden or cost upon the Property; and further provided that the Board or Developer may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably delayed or withheld).

Location of easements for the installation of utilities and for surface drainage are reserved as shown on the final approved engineering plans and the Final Plat of the Subdivision or other instruments of record within the Franklin County Recorder's Office. No lines, wires or other devices for communication purposes, including telephone, television, data and radio signals, or for transmission of electrical current or energy, shall be constructed, placed, or maintained anywhere in or upon the Subdivision unless they are placed and maintained underground or concealed in, under or on buildings or other Improvements; provided that above ground electrical transformers and other equipment may be permitted if properly screened with the prior written approval of the Developer and Design Review Board. All gas, water, sewer, oil and other pipes for gas or liquid transmission shall be placed underground or within or under buildings or other Improvements. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone service incident to the construction of Improvements. Developer shall have the absolute right within (i) areas designated as drainage courses on the Final Plat of the Subdivision; (ii) all areas encumbered by general utility or specific storm drainage easements; and (iii) areas determined by sound engineering practice to be necessary to the proper drainage of all or part of the Subdivision, to enter upon Lots and perform grading and other construction activities deemed appropriate in the exercise of Developer's judgment to install, modify, alter, remove or otherwise work on storm water drainage facilities and conditions (including both surface grading and subsurface structures). If any such entry and/or work performed by Developer results in damage to other portions of a Lot, or to any Improvements or landscaping thereon, Developer shall be responsible for the restoration of such portions, Improvements or landscaping at Developer's sole cost.

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

E. Easement for Maintenance. A non-exclusive easement is hereby granted to the Association to enter upon, over or through the Property, including without limitation the Lots, for the purpose of performing maintenance responsibilities reserved to the Association or otherwise provided for in the Final Plat for the Subdivision or in this Declaration.

F. Use of Other Easements. In addition to the utility easements herein designated, easements in the private streets are hereby reserved and granted to the Developer, and any utility company or governmental unit engaged in supplying one or more utility services to the Subdivision to install, lay, erect, construct, renew, operate, repair, replace, maintain or remove all and every type of gas, water, sanitary or storm sewer or other utility facilities.

G. Open Space. Reserves _____ as identified on the Final Plat shall be Common Property, owned and maintained by the Association for the purpose of passive open space/storm water detention and any other uses allowed by the Development Text, Final Plat or the then current zoning.

H. Entrance, Common Property, _____ Features, Gates, Gate Houses, Fencing, Subdivision Identification Signs, Earth Mounds and Landscaping. The walls, gates, gate houses, fencing, Subdivision identification signs, earth mounds, electrical facilities, irrigation systems and landscaping placed on any of the Lots, streets, or Common Property in the Subdivision by Developer shall not be removed or changed except by the Developer who shall have the right to enter the Lots to do so. The above features shall be maintained in good condition by the Association, or, if not, by the Owners of the Lots on which such features are located.

I. Private Streets. All of the streets in the Subdivision are identified in Reserve ____ on the Final Plat as private streets having a posted speed limit of ____ m.p.h. The responsibility for maintenance, erection of appropriate street signage, repair, plowing and replacement of those streets at least to current standards shall be that of, and equally allocated to, all Lot Owners in the Subdivision. The maintenance, repair and plowing of the streets, and the costs collected for such purposes, shall be administered through the Association. In the event that the streets are to be dedicated for public road purposes in the future, the Lot Owners and the Association shall grant such conveyances or other easements required therefore.

All of the streets shall be maintained in a clean, safe, and aesthetically attractive condition at all times so that at a minimum the condition would comply with the standards imposed by the Township of Jefferson in which each is located. The Association will be responsible for contracting snow removal on the streets in the Subdivision. The Association shall have an easement over each Lot for the purpose of maintaining, repairing and replacing the streets and all of the Common Improvements. The Association shall use such easement rights in a manner designed to minimize interference with a Owner's use and enjoyment of that Owner's Lot. Parking in areas designated for on-street parking located on the Final Development Plan is for the use of Occupants, guests and visitors of the Owners and shall be considered temporary parking only, and is not to exceed forty-eight (48) consecutive hours.

J. Reservation of Special Easements. Any areas marked by shading, cross-hatching or which are otherwise identified on Exhibit C, if an Exhibit C is attached to this Declaration, represent portions of the Property over, across, under and through which Developer reserves easements ("Special Easements") for the purpose of constructing Improvements or conveying rights deemed by Developer to be beneficial to the Property. Unless indicated otherwise on

Exhibit C, if an Exhibit C is attached to this Declaration, the Special Easement areas are also No-Build Zones (as hereinafter defined). The Special Easement areas may be parts of individual Lots instead of on Common Property. In such cases, the Owner(s) of the Lot(s) affected by the Special Easement(s) shall be and remain responsible for the ordinary care and maintenance of the Special Easement areas. If special fencing, landscaping, storm water detention/retention, or community safety or entry features are constructed in a Special Easement area by Developer, the State or the Association, the responsibilities of the Lot Owner on whose Lot such Improvement has been constructed shall not exceed ordinary grass cutting, trimming and watering around such Improvements. Nothing contained in this Paragraph shall require that Developer reserve or establish Special Easements, and if no areas on Exhibit C, if an Exhibit C is attached to this Declaration, have been shaded, cross-hatched or otherwise identified, Developer has not reserved any Special Easements.

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

1. Any areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit C, if an Exhibit C is attached to this Declaration, as “No-Build Zones” shall be areas in which no Owner shall have the right to construct or locate any Improvements, including but not limited to fencing. Landscaping may be located in No-Build Zones, provided that prior approval for such landscaping has been granted by the Design Review Board. In vegetated No-Build Zones, Owners may perform maintenance necessary for the safety of persons and property (i.e. removing noxious and poisonous plants, or removing dead trees which may fall and harm persons or other Improvements). Grassed No-Build Zones shall be mowed, trimmed and watered by the Person(s) responsible for the maintenance of the specific area in question according to the other terms hereof;
2. Any areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit C, if an Exhibit C is attached to this Declaration, as “No-Disturb Zones” are deemed to be No-Build Zones, except that within No-Disturb Zones, Owners may not disturb or perform any maintenance or locate any Improvements in such zones without the prior approval of the Developer.
3. Any areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit C, if an Exhibit C is attached to this Declaration, as “Buffer” areas are deemed to be No-Build Zones. The Developer may install landscaping within any Buffer area, and an easement for such installation is hereby expressly reserved. Unless otherwise provided on the plat or herein, the on-going maintenance of Developer-installed landscaping in Buffer areas shall be the responsibility of the Owner(s) on whose Lot(s) the landscaping is located. No Owner

may remove or install any plant material in any designated Buffer area without the express written consent of the Association;

4. Any areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit C, if an Exhibit C is attached to this Declaration, as “Tree Preservation Zones”, “Conservation Zones” or the like, are deemed to be no-build zones, and as such, no structure or building shall be placed upon, in or under such a designated area, except for storm water drainage facilities and underground utility systems. The natural state of said areas, to include the trees, vegetation (including noxious or “poisonous plants”), and water drainage therein, shall not be disturbed, unless the same pose(s) an imminent danger of falling with a likely result of injury or damage to person or property, and no Improvements shall be constructed or activities conducted that could adversely affect the survival of such landscaping. Grassed Tree Preservation Zones may be (but are not required to be) mowed at the election of the Association, provided that no underbrush or vegetation other than grass shall be mowed or removed. Periodic watering and/or fertilizing that is not deleterious to the landscaping in a Tree Preservation Zone is permitted. Debris from dead plant material may be removed from a Tree Preservation Zone. The Association shall care for and maintain that portion of such zone as falls within an Owner’s Lot;
5. Any areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit C, if an Exhibit C is attached to this Declaration, as “Wetland Preservation Zones”, “Stream Buffer Zones” or the like, are deemed to be no-build zones, and as such, such zones shall forever be restricted from development of Improvements or related uses of any kind. Any activity or use which would, as a natural consequence, impede or make more difficult the accomplishment of the purpose or intent of these zones is expressly prohibited. Without limiting the foregoing, the following activities are expressly prohibited: (i) dumping or burning or refuse; (ii) hunting or trapping; (iii) disturbance, excavation or removal of natural resources, including, but not limited to, topsoil, sand, gravel, or rocks; (iv) any activity that may contribute to erosion of land; (v) cutting or removal of trees or vegetation, except that dead, diseased, noxious or decayed trees may be removed as required for conservation or scenic purposes, or for reasons of public safety; (vi) private encroachment, including but not limited to, planting of flowers, shrubs, garden material, dumping of trash or debris, or the installation of any type of recreation or other facility or convenience; and (vii) installation of new construction of roads or public utility facilities; and;

6. Any areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit C, if an Exhibit C is attached to this Declaration, as “Landscape/Maintenance Easement”, or the like, are hereby reserved unto the Developer as non-exclusive easements for the purpose of constructing, installing, maintaining, enhancing, repairing and replacing landscaping and landscaping features.

L. Power of Attorney. Each Owner, by acceptance of a deed to a Lot appoints the Association (or its designated representative) as that Owner’s attorney-in-fact, to execute, deliver, acknowledge, and record, for and in the name of such Owner, such deeds of easement, licenses, permits, and other instruments as may be necessary or desirable, in the sole discretion of the Board (or its authorized representative) to further establish or effectuate the foregoing easement and rights. This power is for the benefit of every Owner, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

HOMEOWNERS’ ASSOCIATION

VII. MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner shall be deemed to have a membership in the Association and, by acceptance of a deed to property in the Subdivision, every Owner agrees to and acknowledges being a Member of the Association. In the case of a Lot that is the subject of a recorded land installment contract, the vendee or vendees under that installment contract and not the vendor shall, while holding such interest, be a Member of the Association. Membership is a right appurtenant to and inseparable from an Owner’s fee simple title in a Lot, and such right of membership shall automatically transfer to any transferee of fee simple title to a Lot at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. Initially those Lots to which these membership provisions apply shall be those Lots that are subjected hereby to the provisions of this Declaration, but as portions of the Additional Property are subdivided and platted into Lots, and the Lots therein subject to the plan hereof by the recording of supplemental declarations or amendments to this Declaration, membership in the Association shall extend to and encompass the holders of fee simple interests in those Lots, and holders of vendee interest under recorded land installment contracts with respect to those Lots, on the same basis as set forth herein for membership. The foregoing is not intended to include Persons who hold interest merely as security for the performance of an obligation, and the giving of a security interest or mortgage shall not terminate an Owner’s membership. No Owner, whether one or more Persons, shall have more than one membership per Lot owned. In the event an Owner consists of more than one person, such persons shall have one membership in the Association in common.

B. Governance. The Association shall be governed by a Board of Directors consisting of three (3) persons. Prior to the Turnover Date, the members of the Board shall be appointed by the Developer, or the Developer may elect to act as the Board, or it may appoint a managing agent to act as the Board on its behalf. No members, other than the Developer shall have voting rights in Association matters until the Turnover Date. The transfer of control on the

Turnover Date shall take place at a meeting which shall occur no later than the date when the Subdivision has been fully developed and all Lots have been deeded to bona fide purchasers unrelated to Developer. Voting and all other matters regarding the governance and operation of the Association following the Turnover Date shall be set forth in the Association Governing Documents.

VIII. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

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

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

C. Cost-Sharing Agreements. The Association may enter into cost-sharing agreements with other homeowners associations pursuant to which the Association agrees (i) to share in the cost of maintaining, repairing and replacing entranceway features, landscaping, storm water retention facilities, mounding, fencing and any other improvements that benefit the Property; and/or (ii) grants reciprocal rights, licenses and/or easements to members of each such associations to use and enjoy each other's common property, subject to such rules and regulations, restrictions and fees as the Association may determine from time to time.

D. Rules and Regulations. The Board may make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with this Declaration and the Association Governing Documents. The Board shall have the power to impose sanctions on

Owners for violations of the provisions of this Declaration, the Rules or the other Association Governing Documents, including without limitation: (i) reasonable monetary fines, charges or penalties, as may be permitted by law, which shall be considered Individual Lot Assessments, (ii) suspension of the right to vote as a Member of the Association, and (iii) suspension of the right to use the Common Property owned by the Association. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing the provisions of this Declaration, the Association Governing Documents or the Rules against any Owner, tenant, guest or invitee of any Owner, the amount shall be due and payable by such Owner and shall be a Lot Assessment against such Owner's Lot.

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

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

G. Insurance.

1. Fire and Extended (Special Form) Coverage. The Association shall, with respect to insurable property or interests owned by it, obtain and maintain insurance for all buildings, structures, fixtures and equipment and common personal property, now or at any time hereafter constituting a part of the Common Property, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard coverage endorsements, with such limits, deductibles, and coverage as is deemed appropriate by the Board. This insurance shall:

- i. be written in the name of the Association;
- ii. provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on any Lot,

or other property, and its appurtenant interest, superior to the lien of a first mortgage;

- iii. be obtained from an insurance company authorized to write such insurance in the State which has a current rating of Class A-/VIII, or better, as determined by the then latest edition of Best's Insurance Reports or its successor guide; and
- iv. provide that the insurance carrier shall notify the Association and all first mortgagees named at least thirty days in advance of the effective date of any cancellation of the policy; provided that in the case of the Association's failure to pay the insurance premium when due, the carrier shall only be required to provide ten (10) days advance notice to the Association and all first mortgagees.

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

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

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

5. Use of Proceeds. In the event of damage or destruction of any portion of the Common Property owned by the Association, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Member hereby

appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Board may levy a Special Assessment pursuant to the provisions hereof to cover the additional costs.

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

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

IX. ASSESSMENTS

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

B. Types of Assessments. Each Owner, by accepting a deed to a Lot, is deemed to covenant and agrees to pay to the Association the following assessments: (i) Membership Transfer Assessment; (ii) Operating Assessments; (iii) Special Assessments; (iv) Individual Lot Assessments, (v) Private Utility Assessments and (vi) Initial Operating Assessments. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Property or by abandoning his/her Lot. Operating and Special Assessments shall be fixed at a uniform rate for all Lots.

C. Membership Transfer Assessments. Each time that there is the transfer for value of the fee simple interest in a Lot with a dwelling on it to a bona fide home purchaser, or in the case of a sale under a land installment contract, each time a land installment contract, for value, for a Lot with a dwelling on it is recorded, the purchasers and that Lot shall be assessed and there

shall immediately become due and payable to the Association upon conveyance of the Lot a Membership Transfer Assessment in such amount as determine from time to time by the Board. The Membership Transfer Assessments may be utilized by the Association in furtherance of its purposes, is not in lieu of any other Assessments, and is not refundable when a Lot is transferred.

D. Initial Operating Assessment. The Board may establish, levy and collect an Initial Operating Assessment against each Lot and its Owner(s) in such amount as determined by the Board from time to time. The Initial Operating Assessment is a one-time charge payable by the new Owner and due on either (i) the date a Lot with a residential home constructed thereon is conveyed by Developer (or by a third party home builder who acquired the Lot from Developer) to a home purchaser, or (ii) if the home purchaser acquires a vacant Lot for which the purchaser has engaged Developer or a third party builder to construct a residential home, then on the date the home is completed and a certificate of occupancy has been issued. The Initial Operating Assessment may be utilized by the Association to pay Common Expenses, to fund Association operations, to fund capital improvements, and for such other purposes determined appropriate by the Board in furtherance of its functions hereunder. The Initial Operating Assessment is not in lieu of any other Assessments, and is not refundable when a Lot is transferred

E. Operating Assessments.

1. The purpose of the Operating Assessments is to provide funds to pay the following:
 - i. the cost of the maintenance, repair, replacement, and other services to be provided by the Association;
 - ii. the costs for insurance and bond premiums to be provided and paid for by the Association;
 - iii. the cost of utility services, if any, charged to or otherwise properly payable by the Association;
 - iv. the costs associated with the construction of new capital improvements on Common Property, not replacing capital improvements installed by Developer;
 - v. the estimated amount required to be to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;
 - vi. an amount, deemed adequate by the Board, in its sole and absolute discretion, to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements, and for the repair and

replacement of major improvements for which cash reserves over a period of time in excess of one year should be maintained; and

- vii. the costs for the operation, management and administration of the Association, including, but not limited to, fees for the property management, landscaping, mowing, lighting, pavement maintenance, snow and ice removal, and irrigation for the Common Property and other Improvements as set forth herein, real estate taxes, assessments and community development charges (if any) for the Common Property (but not individual Owner Lots), fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and any other costs to perform these services, and any costs of operations of the Association not otherwise specifically excluded;

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

- 2. An equal pro rata share of the Operating Assessments shall be assessed and collected as follows:
 - i. Initial Period. Commencing on either (a) the date a Lot with a residential home constructed thereon is conveyed by Developer (or by a third party home builder who acquired the Lot from Developer) to a home purchaser, or (b) if the home purchaser acquires a vacant Lot for which the purchaser has engaged Developer or a third party builder to construct a residential home, then on the date the home is completed and a certificate of occupancy has been issued, such Lot Owner shall be subject to and obligated to pay to the Association an Operating Assessment for the remainder of the calendar year, as determined by the Board, prorated through the date of closing and based on a 365 day year. This amount may have been prepaid by the Developer and if so, a credit back to the Developer will be collected at the closing on the Lot.
 - ii. Subsequent Calendar Year. For each full year following the year in which a Lot is charged an Operating Assessment under Article IX, Paragraph D.2.i. above, the Lot Owner(s) of such Lot shall be obligated to pay to the Association the full Operating Assessment for each such year. For each calendar year, the Board shall establish an equal Operating Assessment amount, to be charged to each such Lot for such year. The Assessment amount shall be

determined by dividing among all Lots in the Subdivision that have a home constructed thereon and that have been conveyed to a home purchaser, the projected gross expenses anticipated to be incurred by the Association to operate the Association during that calendar year (including the payment of all costs to be incurred in maintaining all Common Property, and appropriate reserve funds).

The Developer may pay, in its sole and absolute discretion, (a) an amount equal to the per Lot Operating Assessment multiplied by the number of Lots owned by Developer as of the first day of such year; or (b) an amount necessary to fund the actual difference between the Association's actual cost of operations for such year, and the amount of Operating Assessments assessed to Lot Owners for the year, in which event, such payment may be, in Developer's discretion, characterized as a loan by the Developer to the Association ("Developer Loan"). Any Developer Loan shall bear interest at the Prime Rate (as published from time to time in the Wall Street Journal) and the Association shall be obligated to repay the Developer Loan to the Developer upon demand.

- iii. Due Dates. The Operating Assessments issued to Lot Owners shall be payable in full within ten (10) days of the date on which such Assessment is issued; provided, however that the Board may determine to allow payment in installments; monthly, quarterly or semi-annual. If payable in installments, the Assessment shall include a statement of the dates on which installments are due, and the Assessment shall be given to a Lot Owner not less than ten days prior to the due date of the first installment. Unless the Operating Assessment states that it is payable in installments, payment in full within ten days shall be required.

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

G. Individual Lot Assessments. The Board may levy an Individual Lot Assessment against any Lot Owner to reimburse the Association for costs incurred on behalf of that Lot, or as a consequence of any act or omission by any Owner, Occupant, or invitee thereof, including

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

Except in the case of Individual Lot Assessments for utility charges, interest, late charges, returned check charges, court costs, arbitration costs, and/or attorney fees, prior to levying an Individual Lot Assessment, the Board shall give the Owner or Owners written notice of the proposed Individual Lot Assessment that includes: (i) the description of the violation of the restriction, rule or regulation allegedly violated; (ii) the amount of the Individual Lot Assessment; (iii) a statement that the Owner has a right to a hearing before the Board to contest the Individual Lot Assessment by delivering to the Board a written notice requesting a hearing within ten (10) days after the Owner's receipt of notice of Individual Lot Assessment; and (iv) in the case of a charge for violation of a restriction, rule or regulation, a reasonable date by which the Owner must cure the alleged violation to avoid an Individual Lot Assessment.

The notice by the Board given pursuant to the foregoing may be delivered personally to the Owner or Occupant of the Lot to whom an Individual Lot Assessment is proposed to be charged, or by certified mail, return receipt requested, or by regular mail. If an Owner requests a hearing as above provided, at least seven (7) days prior to the hearing the Board shall provide the Owner with a written notice that includes the date, time, and location of the hearing. In the event after such hearing the Board determines to levy the Individual Lot Assessment, the Board shall deliver to the Owner written notice thereof within thirty (30) days of the date of that hearing.

H. Private Utility Assessments. Each Owner of a Lot agrees to pay for utility services separately metered or separately charged by a utility company or the Association to that Lot including but not limited to public sewer, electricity, gas, telephone and cable television, and to reimburse the Association for that Owner's share of any utility cost that the Board, or its designee, reasonably determines is attributable to use by that Owner. All other utility costs shall be shared Common Expenses and paid by the Association based on assessments collected. In addition, water service to the Property will be supplied as a private utility service through a master meter system with each Lot being sub-metered for such service and its costs. Each Owner by acceptance of a deed to a Lot agrees to pay for water services separately metered or separately charged by the Association or its designee to that Lot, and to reimburse the Association for that Owner's share of any water services costs on a monthly basis that the Board, or its designee, reasonably determines is attributable to use by that Owner. Such costs shall include any required maintenance of the master meter, sub-meters, tank system, water lines or related equipment attributable to each Lot. Separate charges for reasonable ongoing storm water

management and maintenance of storm water facilities costs may also be established by the Board and with proportionate costs attributed to Owner of a Lot in the Subdivision.

I. Remedies.

1. Acceleration. If any Assessment, installment of an Assessment, or portion thereof, is not paid within ten (10) days after the same has become due, the Board, at its option, without demand or notice, may call the entire balance of the Assessment due.

2. Interest; Late Charge. If any Assessment or portion of any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board may charge interest on the entire unpaid balance from and after the date at the lesser of (i) twelve percent (12%), or (ii) the highest rate permitted by law. A reasonable administrative collection charge may also be assessed for any payment remaining unpaid for ten (10) days after it is due, which charge may be payable to the Association, or the Manager, as determined by the Board.

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

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

5. Liens. All unpaid Assessments, or portions thereof, together with any interest and charges thereon and costs of collection, shall constitute a continuing charge in favor

of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment, or portion thereof, remains unpaid for ten (10) days after it is due, the Board may authorize any officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and costs, with the appropriate governmental office containing a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, the amount of the unpaid portion of the Assessment, and such other information as the laws of the State may require. The certificate may be signed by any officer, authorized agent or Manager of the Association. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. The Assessment lien shall remain valid for a period of five (5) years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or unless the lien is discharged by the final judgment or order of any court having jurisdiction.

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

7. Contested Lien. Any Owner or Owners who believe that an Assessment chargeable to that Owner or Owner's Lot (for which a certificate of lien has been filed by the Association) has been improperly charged against that Lot, may bring an action in the Court of Common Pleas in the county where the Property is located for the discharge of that lien and/or for a declaratory judgment that such Assessment was unlawful. The filing of such action shall not be grounds for an offset or to withhold payment. In any such action, if it is finally determined that all or a portion of the Assessment has been improperly charged to that Lot, the Court shall make such order as is just, which may provide for a discharge of record for all or a portion of that lien and a refund of an Assessment or portion thereof determined to be unlawful.

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

9. Suspension of Vote and Use of Common Property. If any Assessment, or portion thereof, remains unpaid for more than thirty (30) days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common

Property, except for necessary ingress and egress to his/her Lot, shall be suspended until such Assessment is paid.

X. MAINTENANCE

A. Maintenance by Association.

1. Common Property. Subject to the Board's exercise of sound, fiscal judgment, the Association shall maintain and keep in good repair the Common Property, including, without limitation. This maintenance shall include, without limitation, maintenance, repair and replacement of (i) all landscaping and other flora, irrigation, structures, and Improvements situated upon the Common Property together with all personal property used in connection with the operation of the Common Property, and (ii) all other Common Property owned or to be maintained by the Association pursuant to the provisions of the Association Governing Documents, Zoning Text or other recorded instruments. Further, the Association may, in its discretion and to the extent determined by the Board, choose to maintain property that it does not own, the maintenance of which would, in the opinion of the Board, benefit the Subdivision.

2. Lots. The Association, in the Board's sole discretion and subject to the Board's exercise of sound, fiscal judgment, may undertake and provide any of the following exterior maintenance and upkeep for the Lots: (i) cutting and trimming grass and vegetation; (ii) mulching, lawn fertilization and weed control; (iii) tree and shrub trimming as needed; (iv) maintaining, repairing and replacing selected landscaping and other flora within selected areas on the Lots; (v) operating, maintaining and repairing any irrigation system servicing the Lots to the extent such system was installed by Developer or the Association; (vi) minor driveway maintenance and repair (but specifically excluding capital repairs and replacement, which shall be the responsibility of each Owner); and (vii) plowing and shoveling snow and ice from the driveway area and sidewalks leading to the front door of the home (Owners shall be responsible for the front/rear porches, patios, decks and other areas) (collectively, the "Lot Maintenance Work"). The costs of the Lot Maintenance Work shall be included in the Operating Assessments charged to the Lot Owners under Article IX. No Owner may gain exemption from liability for such costs by waiving or foregoing the Association's election to provide the Lot Maintenance Work. Except for any Lot Maintenance Work undertaken by the Association, nothing in this Paragraph shall release any Lot Owner from its obligation to maintain its Lot and the Improvements located thereon as required under Article X, Paragraph B. If the Board elects to cease providing any Lot Maintenance Work, the Owners shall thereafter be responsible for providing such services to their respective Lots. The Association shall not be responsible for cleaning and housekeeping of any Lot, or for the care and replacement of plantings or other improvements installed by an Owner, all of which shall be at the sole cost of the Owner.

B. Maintenance by Owner. Each Owner or Occupant shall repair, replace and maintain in good order and safe and sanitary condition, at that Owner's expense, that Owner's Lot, and all portions of, Improvements to, structures on, and, equipment and components used in connection with, that Owner's Lot, except to the extent the maintenance responsibility is

otherwise expressly assumed by the Association pursuant to provisions of this Declaration or by a governmental authority. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at that Owner's own expense all maintenance, repairs and replacements within such Lot that, if omitted, would adversely affect the safety and usefulness of the Common Property. To the extent not maintained by the Association, (i) each Owner shall maintain those portions of that Owner's Lot that are adjacent to any portion of the Common Property, and (ii) each Owner shall be responsible for maintaining all flora and landscaping installed by such Owner. All maintenance shall be in accordance with the Rules and the requirements set forth in this Declaration.

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

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

XI. MISCELLANEOUS

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

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

and statute of limitations in connection with the enforcement by the Association of the provisions hereof, the Rules, or any of the other Association Governing Documents.

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

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

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

and maintain Common Property in the Subdivision or to change or eliminate the requirement and obligation of the Lot Owners to be Members of and pay Assessments to the Association.

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

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

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

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

- i. any proposed amendment of this Declaration;
- ii. any proposed termination of the Association; and
- iii. any default under this Declaration which gives rise to a cause of action by the Association against the Owner of the Lot subject to

the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

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

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

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

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

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

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

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

_____,
a(n) _____

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this ___ day of _____,
201___, by _____, the _____ of
_____, a(n) _____,
on behalf of such _____.

Notary Public

This document prepared by:

Robert S. Ryan, Esq.
Kephart Fisher LLC
207 N. Fourth Street
Columbus, Ohio 43215
(614) 469-1882

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

EXHIBIT B

CODE OF REGULATIONS

(BYLAWS)

OF

_____ **HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I.

Definitions

All capitalized words used herein that are not otherwise defined shall have the same meanings given to such words in that certain Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens for _____ (the "Declaration"), with respect to the real property described therein (the "Property"), and as the Declaration may be lawfully amended from time to time.

ARTICLE II.

Name and Purpose

Section 2.01. The name of this Ohio nonprofit corporation shall be _____ Homeowners Association, Inc. (the "Association").

Section 2.02. The purposes for which the corporation is formed are, generally, to serve as an "owners' association" as that term is defined in Chapter 5312 of the Ohio Revised Code (the "Planned Community Act") as now in effect and as may be amended from time to time, and to that end to hold title to, or easements over, land currently within the _____ Subdivision, and all other property at any time added to _____ Subdivision, a subdivision of residential properties located in the Township of Jefferson, Franklin County, Ohio, and made subject to any of the restrictions that govern or that may hereafter govern the use of land or property in the aforesaid Subdivision, or that may be subject to this Association, for common purposes, including but not limited to retention/detention areas, utility areas, landscape areas, pond areas, and/or landscape entry areas (as may exist), to maintain and administer such land and common areas in accordance with the plat(s) of _____ (the "Subdivision"), of record in Plat _____, Pages _____, and the Declaration (collectively the "Restrictions"), and any other plats,

amendments or restrictions of record which make property subject to the Restrictions, or the Association, including property which may be added in the future.

In carrying out the foregoing purposes, the Association may purchase, lease, exchange, acquire, own, hold, mortgage, pledge, hypothecate, borrow money upon, sell and otherwise deal in and with real and personal property of every kind, character and description whatsoever and all estates and interests therein, and otherwise may engage in any lawful act or activity for which corporations may be formed under Chapter 1702 of the Revised Code of Ohio. The foregoing purposes shall be accomplished on a nonprofit basis, and no part of the net earnings of the Association shall inure to the benefit of any private person, firm, corporation, association or organization, except that the Association may pay reasonable compensation for services provided to or for the benefit of the Association

ARTICLE III.

Members and Voting

Section 3.01. Each owner of a fee or undivided fee simple interest in a lot in the Subdivision is a Member of the Association (hereinafter a “Member”). “Owner”, as used herein, as well as in the Declaration, means and includes the record Owner of a fee simple interest in a Lot subject to the provisions of the Declaration, except the owner of the fee simple interest in a Lot subject to a recorded land installment contract, in which case the vendee is referred to herein as the “Owner”. The membership of each Owner shall terminate when the Owner ceases to own an undivided fee simple interest or interests or vendee interest in a Lot, and upon the sale, transfer or other disposition of each undivided fee simple interest or vendee interest in a Lot; the membership in the Association which is appurtenant to that interest shall automatically be transferred to the new Owner(s) of the interest. No Member may otherwise transfer or terminate his or her membership in the Association or sever the membership interest.

Section 3.02. Except as provided herein, on any question for which the vote of Members is permitted or required, the Owner or Owners of each Lot in the Subdivision shall be entitled to exercise one vote for each such Lot that the Owner or Owners own. If two or more persons or entities own undivided interests in a Lot as fiduciaries, tenants in common or otherwise, such persons or entities shall only be entitled to one vote with respect to the Lot, which vote shall be exercised, if at all, as a single Lot and not by percentage interest.

Notwithstanding anything herein to the contrary, Developer, or its successors and assigns, shall be entitled to exercise one hundred percent (100%) of the total voting power of the Members of the Association on each matter properly submitted to the Members for their vote, consent, waiver, release or action until the Turnover Date. After the Turnover Date, each Lot shall be entitled to one vote on each matter properly submitted to the Members for their vote, consent, waiver, release or other action. In addition to the indemnification provided herein, Developer, including Directors of the Board appointed by and employed by the Developer, shall have no liability and shall be indemnified and held harmless by the Association for events

occurring after the relinquishment of voting control, which shall occur on the Turnover Date. Assessments shall be paid by each Member when due without regard to the right of a Member to vote.

Section 3.03. Fiduciaries and minors who are Owners of record of a Lot or Lots may vote their respective interests as Members. If two or more persons or entities own undivided interests in a Lot as fiduciaries, tenants in common or otherwise, such persons or entities shall be entitled to one vote with respect to a Lot, which vote shall be exercised, if at all, as a single Lot and not by percentages of interest. If more than one of such Owners attends a meeting, acts in voting by mail or executing consents, a majority of those voting may act for the Owners of the lot. If only one such person or entity attends a meeting, votes or executes a consent then the person or entity may act for all.

Section 3.04. An entity which is a Member of the Association may exercise its right to vote by any officer, director, principal, member, partner, trustee or employee and any such person shall conclusively be deemed to have authority to vote and to execute any proxies and written waivers and consents relative thereto, unless, before a vote is taken or a consent or waiver is acted upon, it shall be made to appear by a certified copy of the regulations or bylaws or of a resolution adopted by the entity that such authority does not exist or is vested in some other officer or person.

Section 3.05. At meetings of the Members or otherwise, any Member entitled to vote or take action may be represented and may vote or take action by a proxy or proxies appointed by an instrument in writing. Each such instrument shall be filed with the Secretary of the meeting before the person holding the proxy shall be allowed to vote thereunder at the meeting or with the Secretary of the Association before the person holding the proxy may take action thereunder without a meeting. No proxy shall be valid after the expiration of eleven (11) months from its date of execution unless the Member executing it shall have specified therein the length of time that it is to continue in effect.

Section 3.06. A Member's voting rights shall be suspended during any time period that such Member has a delinquency with the Association. For purposes hereof, a Member shall be deemed to have a delinquency during any time period that such Member has an outstanding sum payable to the Association which sum has not been paid, and which remains unpaid beyond the date on which such payment became due and payable.

ARTICLE IV.

Meetings of Members

Section 4.01. After the Turnover Date, an annual meeting of the voting Members for the election of Directors, for the consideration of reports to be made at the meeting and for the transaction of such other business as may properly come before the meeting shall be held during

the first quarter of each calendar year, on a date established by the Board of Directors of the Association (the “Board of Directors” or the “Board”), or on such other date within one (1) month thereafter as may be designated by the Board of Directors from time to time. Prior to the Turnover Date, no meetings shall be required.

Section 4.02. Special meetings of the Members may be called by the President, by a majority of the Board acting with or without a meeting, or following the Turnover Date, by Members entitled to exercise not less than twenty-five percent (25%) of the total voting power of the Members. Upon delivery of a request in writing to the President or Secretary of the Association by persons entitled to call such a meeting, it shall be the duty of the President or Secretary to give notice to the Members in accordance with this Code of Regulations, but if such request is refused, then the persons making the request may call a meeting by giving the notice.

Section 4.03. All meetings of Members shall be held at such places as may be specified by the Board of Directors or the persons calling the meeting.

Section 4.04. A written or printed notice of every meeting of Members, whether annual or special, stating the time, place and purpose or purposes for which the meeting is called, shall be given by, or at the direction of, the President or Secretary of the Association by personal delivery or by mail not more than sixty (60) days nor less than ten (10) days before the meeting to each Member entitled to notice thereof. If mailed, such notice shall be addressed to the Member at the Member’s address as it appears on the records of the Association. The Association shall have no obligation to perform research or investigations beyond its records to ascertain the identity or the address of any Member. If a meeting is adjourned to another time or place, no further notice of the adjourned meeting need be given if the time and place to which it is adjourned are fixed and announced at the meeting. In the event of a transfer of ownership of a Member’s Lot after notice has been given and prior to the holding of the meeting, it shall not be necessary to serve notice on the transferee. The Board of Directors may set a record date for the determination of the Members who are entitled to receive notice of or to vote at any meeting of Members, which record date shall not be earlier than forty-five (45) days preceding the meeting. If no record date is fixed therefor, the record date for determining the Members who are entitled to receive notice of or who are entitled to vote at a meeting of Members shall be the business day next preceding the day on which notice is given or the meeting is held, as the case may be. In any case where a person’s or entity’s right to vote is questioned or disputed, the person wishing to vote shall have the burden of proving his, her or its right to vote.

Section 4.05. Notice of the time, place and purpose or purposes of any meeting of Members may be waived in writing either before or after the holding of the meeting by any Member, which writing shall be filed with or entered upon the records of the meeting. The attendance of a Member at any meeting in person or by proxy without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be waiver by that Member of notice of the meeting.

Section 4.06. A quorum for any meeting of Members shall be that number of Members who are entitled to vote who are present in person or represented by proxy at a meeting, and except as hereinafter provided, all actions shall be taken upon the majority vote of all Members present, in person or by proxy, provided that no action required by law, the Declaration, the Articles, or this Code of Regulations that must be authorized or taken by those Members exercising not less than a designated percentage of the total voting power may be authorized or taken by a lesser percentage. Those Members entitled to vote who are present in person and represented by proxy at a meeting may adjourn the meeting from time to time. Any business may be transacted at the reconvened meeting as if the meeting had been held as originally called. Voting by absentee ballot shall be permitted only at meetings for which such availability has been designated in the meeting notice. At any meeting for which absentee ballots are permitted, the number of absentee ballots cast shall be included only in the calculation of votes for determining the passage or non-passage of matters submitted to a vote, but such number shall not be included in calculating the quorum, or the number of votes necessary to adjourn or continue such meeting.

Section 4.07. The order of business of any meeting of Members shall be determined by the presiding officer, unless otherwise determined by a vote of those Members entitled to exercise not less than a majority of the voting power of the Members present in person or represented by proxy at the meeting.

Section 4.08. At all elections of Members of the Board of Directors, the candidates receiving the greatest percentage of the votes cast for their respective positions shall be elected. All other questions shall be determined by the vote of those Members entitled to exercise not less than a majority of the voting power of the Members present in person or represented by proxy at a meeting unless for any particular purpose the vote of a greater percentage of this voting power of all Members is required by law, the Articles, this Code of Regulations, the Declaration or otherwise.

Section 4.09. Any action which may be authorized or taken at a meeting of Members may be authorized or taken without a meeting in a writing or writings signed by Members exercising not less than seventy-five percent (75%) of the voting power of all Members or such greater proportion thereof as the Articles, this Code of Regulations, the Declaration or any other provision of law may otherwise require. Said writing or writings shall be filed with or entered upon the records of the Association. Any vote which may be taken at a meeting of Members may also be conducted by mail. In that event ballots shall be mailed to all persons and entities who are Members of the Association at the time of the mailing and approval shall be required from a majority of the voting power of all Members or from such greater (or lesser, in the case of electing Members of the Board of Directors) proportion thereof as the Articles, this Code of Regulations, the Declaration or any provision of law may otherwise require. Adequate records of the manner and results of each vote conducted by mail shall also be filed with or entered upon the records of the Association.

ARTICLE V

Board of Directors

Section 5.01. Subject to such limitations as have been or may hereafter be imposed by the Declaration, the Articles or this Code of Regulations, as any of the same may be lawfully amended from time to time, all power and authority of the Association shall be vested in and exercised by a Board of Directors consisting of three (3) persons. Said persons shall manage and conduct the business and affairs of the Association and exercise the powers and duties established by the Declaration, the Rules, the Articles, and this Code of Regulations (collectively, the “Association Governing Documents”) until they resign, or until their successors are elected and qualified. Except for members of the Board of Directors appointed by the Developer, members of the Board of Directors must be Members of the Association. Prior to the Turnover Date the Declarant shall appoint all Directors.

Subsequent to the Turnover Date, the Board of Directors shall consist of three (3) individuals. Directors elected at the first meeting of Members following Developer’s relinquishment of control shall serve until the end of the next following annual meeting of Members. Directors elected or re-elected thereafter shall serve one (1) year terms, terminating at the end of the next annual meeting thereafter. Following the Turnover Date of Developer control, any Director may be removed by the affirmative vote of those Members entitled to exercise not less than seventy-five percent (75%) of the voting power of all Members of the Association. A vote to remove any Director shall be conducted at a special meeting of the Members called for that purpose.

Section 5.02. Candidates for election as Directors may be selected by a Nominating Committee formed in accordance with Section 6.05 of Article VI hereof. Candidates may also be nominated from the floor of any meeting held for the purpose of electing a Director or Directors. The Nominating Committee may nominate as many candidates as it wishes, provided that if the Nominating Committee nominates a candidate, it shall nominate not less than the number of Directors to be elected.

Section 5.03. If any member of the Board of Directors, other than a member of the Board of Directors appoint by Developer, vacates membership on the Board of Directors as a result of death, resignation or any other act or reason, a replacement Director shall be appointed by the remaining Directors. If the remaining Directors cannot agree upon a person to fill the vacancy within thirty (30) days after such vacancy is created, said remaining Directors shall call a special meeting of the Members of the Association to fill the vacancy, such meeting to be held within sixty (60) days after the vacancy is created. Any Director appointed or elected to fill a vacancy shall hold office for the unexpired term of the Director he or she succeeds and until his or her successor is elected and qualified, or until he or she resigns.

Section 5.04. The Board of Directors shall hold such meetings from time to time as it deems necessary, and such meetings as may be called by the President of the Association from

time to time, provided that the Board of Directors shall be required to meet at least once in each calendar quarter. Meetings shall be held at such place as the President or a majority of the Directors may determine, or by electronic or telephonic communication provided that each Director can hear or read in real time and participate and respond to every other Director.

Section 5.05. The President or Secretary shall cause electronic, telegraphic or written notice of the time and place of all meetings of the Board of Directors, both regular and special meetings, to be duly served upon or sent to each Director not less than two (2) nor more than twenty (20) days before the meeting, except that a regular meeting of the Board of Directors may be held without notice immediately after the annual meeting of the Members of the Association at the same place as the annual meeting was held for the purpose of electing or appointing officers for the ensuing year and the transaction of such other business as may properly come before said meeting. No notice of adjourned meetings need be given. Notice of the time and place of any meeting of the Board may be waived by any Director in writing either before or after the holding of the meeting, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Director at any Board of Directors meeting without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by that person of notice of the meeting.

Section 5.06. At all meetings of the Board of Directors a majority of the Members thereof shall constitute a quorum, but less than a quorum may adjourn a meeting from time to time, and at adjourned meetings any business may be transacted as if the meeting had been held as originally called. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as otherwise required by law, the Declaration, the Articles or this Code of Regulations. No Owner, other than a Director, may attend or participate in any discussion or deliberation of a meeting of the Board of Directors unless the Board of Directors expressly authorized that Owner to attend or participate.

Section 5.07. Members of the Board of Directors shall not receive any compensation for their services rendered to the Association as a Director. However, any Director may be reimbursed for actual expenses incurred in the performance of duties as a Director, if approved by the Board of Directors, and any Director may serve the Association in any other capacity and may receive compensation therefore, subject to the requirements and limitations of this Code of Regulations and the Articles.

Section 5.08. Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting in a writing or writing signed by all of the Directors, which writing or writings shall be filed with or entered upon the records of the Association.

Section 5.09. The Board of Directors may employ or engage the services of a Manager or managing agent and such other persons, firms or corporations as it deems necessary or advisable in order to perform the duties imposed upon it, and may pay such compensation as it

determines. The Board of Directors may delegate to any such Manager, managing agent, person, firm or corporation such administrative or ministerial duties as it determines.

Section 5.10. The Board of Directors shall exercise all powers and have all authority, under law, and under the provisions of the Declaration, Articles, and this Code of Regulations, that are not specifically and exclusively reserved to the Members by law or by other provisions of the Declaration, this Code of Regulations or Articles, and without limiting the generality of the foregoing, the Board of Directors shall have the right, power and authority to:

- a) take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law, and the Declaration, this Code of Regulations and Articles;
- b) obtain insurance coverage and bonds the Directors consider appropriate or necessary; provided that insurance coverage and bonds required pursuant to the provisions of the Declaration and in amounts no less than that required pursuant to the provisions of the Declaration shall be obtained and maintained;
- c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- d) subject to the provisions of the Declaration, repair, maintain and improve the Common Property;
- e) establish, enforce, levy and collect Assessments, late fees, delinquent interest and such other charges as are provided for in the Declaration and adopt, publish, and enforce rules and regulations concerning the same;
- f) adopt and publish rules and regulations governing the use of the Common Property and the personal conduct of Owners, Occupants and their guests thereon;
- g) suspend the voting rights of an Owner during any period in which such Owner shall be in default in the payment of any charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for each infraction of published rules and regulations or any provisions of the Declaration);
- h) declare the office of a member of the Board of Directors to be vacant in the event such Director shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- i) subject to such approvals, if any, as may be required pursuant to the provisions of the Declaration, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation, management agreements, purchase agreements

and loan documents, all on such terms and conditions as the Board of Directors in its sole and absolute discretion may determine;

- j) cause excess funds of the Association to be invested in such reasonable investments that meet standards for fiduciary investments under Ohio law as the Board of Directors may from time to time determine;
- k) subject to the provisions of applicable law and the Declaration, borrow funds, as needed, and pledge and assign such security and rights of the Association, including rights to levy and collect Association Assessments of every type or nature, or other fixture income, and to file liens therefore and enforce collection thereof, as might be necessary or desirable in the judgment of the Board of Directors, to obtain any such loan;
- l) take such actions and expend the Association funds and Assessments as the Board of Directors deems appropriate in its sole discretion, to satisfy the requirements of institutional mortgagees, and guarantors and insurers of first mortgage loans for the financing or refinancing of Lots a part of the Subdivision;
- m) purchase and cause the Association to hold title to real property; and
- n) do all things and take all actions permitted to be taken by the Association by law or the Declaration not specifically reserved thereby to others.

Section 5.11. 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, including correct and complete books and records of account that specify receipts and expenditures relating to Common Property and other common receipts and expenses, records showing the allocation, distribution, and collection of common profits, losses, and expenses among and from Owners, minutes of meetings of the Members and meetings of the Board of Directors, and records of the names and addresses of Owners;
- b) present the latest available financial statement of the Association to the Owners at each annual meeting of Owners, or at any special meeting when requested in writing by Owners representing not less than a majority of the voting power of Owners.
- c) supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- d) cause an annual budget to be prepared, and amendments thereto as needed;

- e) as more fully provided in the Declaration, establish, levy, enforce and collect Assessments.
- f) issue, or cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid;
- g) procure and maintain insurance and bonds as provided in the Declaration, and as the Board of Directors deems advisable;
- h) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration; and
- i) take all other actions required to comply with all requirements of the Declaration, Articles and this Code of Regulations.

Section 5.12. The Board of Directors shall comply with all applicable state and federal laws concerning prohibitions against discrimination on the basis of race, color, religion, sex, military status, national origin, disability, age, or ancestry, including, but not limited to, Chapter 4112 of the Ohio Revised Code. No private right of action additional to those conferred by the applicable state and federal anti-discrimination laws is conferred on any aggrieved individual by the preceding sentence.

ARTICLE VI

Officers and Committees

Section 6.01. The officers of the Association shall be a President, a Secretary, a Treasurer and such other officers as may be designated and elected by the Board of Directors. All officers shall be elected by the Board of Directors from among the members of the Board of Directors. Officers shall hold office at the pleasure of the Board of Directors and any two or more offices may be held by the same person. No officer shall receive any compensation for their services rendered to the Association as a Director; provided that an officer may be reimbursed for actual expenses incurred in the performance of duties as an officer, if approved by the Board of Directors, and any officer may serve the Association in any other capacity and may receive compensation therefore, subject to the requirements and limitations of this Code of Regulations the Articles.

Section 6.02. It shall be the duty of the President to preside at all meetings of Members of the Association and the Board of Directors, to exercise general supervision over the affairs of the Association and in general to perform all duties incident to the office or which may be required by the Members or the Board. If one is appointed, it shall be the duty of a Vice President to perform the duties of the President in the event of his or her absence or disability

and such other duties as may be assigned to him or her by the Board. If no Vice President is appointed, the Board shall designate at each meeting at which the President is absent or disabled, the person who shall fulfill the President's duties.

Section 6.03. It shall be the duty of the Secretary to keep or cause to be kept under his or her supervision an accurate record of the acts and proceedings of the Members and the Board of Directors, including records of the names and addresses of the Members. The Secretary shall further perform all duties incident to the office and such other duties as may be required by the Members of the Board of Directors. Upon the expiration or termination of his or her term of office, the Secretary shall deliver all books, records, documents and other property of the Association in his or her possession or control to his or her successor or to the President.

Section 6.04. The Treasurer shall receive and safely keep all money, securities and other intangible property belonging to the Association, or evidence thereof, and shall disburse the same under the direction of the Board of Directors; shall keep or cause to be kept under his or her supervision correct and complete books and records of account specifying the receipts and expenditures of the Association, together with records showing allocation, distribution and collection of the assessments, fees, revenues and expenses among and from the Members, shall hold the same open for inspection and examination by the Board of Directors and the Members, and shall present abstracts of the same at annual meetings of the Members or at any other meeting when requested; shall give bond in such sum with such surety or sureties as the Board of Directors may require for the faithful performance of his or her duties; shall perform any other duties which may be required of him or her by the members of the Board of Directors; and, upon the expiration or termination of his or her term of office, shall deliver all money and other property of the Association in his or her possession or control to his or her successor or to the President.

Section 6.05. The Board of Directors may create a committee or committees. Each committee shall serve at the pleasure of the Board of Directors and shall be subject to the control and direction of the Board of Directors. Any committee may act pursuant to the vote of a majority of its members at a meeting of the committee or by a writing or writings signed by all of its members. Any act or authorization by any such committee within the authority delegated to it shall be as effective for all purposes as the act or authorization of the Board of Directors. Each committee shall establish its own procedures for scheduling and giving notice of its meetings, establishing agendas, maintaining records of its meetings and actions, and other administrative matters, subject to any such procedures which may be established for that committee or all committees by the Board of Directors.

ARTICLE VII

INDEMNIFICATION

Section 7.01. The Association shall indemnify any officer or Director 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 (including, without limitation, any action threatened or instituted by or in the right of the Association), by reason of the fact that he or she is or was a Director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, Trustee, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal matter, to have had no reasonable cause to believe his or her conduct was unlawful. An individual claiming indemnification under this Section 7.01 shall be presumed, in respect of any act or omission giving rise to such claim for indemnification, to have acted in good faith and in a manner that he or she believed to be in or not opposed to the best interests of the Association, and with respect to any criminal matter, to have had no reasonable cause to believe that his or her conduct was unlawful, and the termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, rebut the presumption.

Section 7.02. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding:

- (A) the Association shall not indemnify any officer or Director of the Association who was a party to any completed action or suit instituted by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, in respect of any claim, issue or matter asserted in such action or suit as to which he or she shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Association or misconduct (other than negligence) in the performance of his or her duty to the Association unless and only to the extent that the Court of Common Pleas of a county where all or any part of the development is located or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances of the case, he or she is fairly and reasonably entitled to such indemnity as such Court of Common Pleas or such other court shall deem proper; and
- (B) the Association shall promptly make any such unpaid indemnification as is determined by a court to be proper as contemplated by this Section 7.02.

Section 7.03. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding, to the extent that an officer or Director of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.01, or in defense of any claim, issue or matter therein, he or she shall be promptly indemnified by the Association against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) actually and reasonably incurred by him or her in connection therewith.

Section 7.04. Any indemnification required under Section 7.01 and not precluded under Section 7.02 shall be made by the Association only upon a determination that such indemnification of the officer or Director is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 7.01. Such determination may be made only (a) by a majority vote of a quorum consisting of Directors of the Association who were not and are not parties to, or threatened with, any such action, suit or proceeding, or (b) if such a quorum is not obtainable or if a majority of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association, or any person to be indemnified, within the past five (5) years, or (c) by the Members, or (d) by the Court of Common Pleas of Franklin County, Ohio or (if the Association is a party thereto) the court in which such action, suit or proceeding was brought, if any; and such determination may be made by a court under division (d) of this Section 7.04 at any time [including, without limitation, any time before, during or after the time when any such determination may be requested of, be under consideration by or have been denied or disregarded by the disinterested Directors under division (a) or by independent legal counsel under division (b) or by the Members under division (c) of this Section 7.04]; and no decision for any reason to make any such determination, and no decision for any reason to deny such determination, by the disinterested Directors under division (a) or by independent legal counsel under division (b) or by the Members under division (c) of this Section 7.04 shall be evidenced in rebuttal of the presumption recited in Section 7.01. Any determination made by the disinterested Directors under division (a) or by independent legal counsel under division (b) or by the Members under division (c) of this Section 7.04 to make indemnification in respect of any claim, issue or matter asserted in an action or suit threatened or brought by or in the right of the Association shall be promptly communicated to the person who threatened or brought such action or suit, and within ten (10) days after receipt of such notification such person shall have the right to petition the Court of Common Pleas of Franklin County, Ohio or the court in which such action or suit was brought, if any, to review the reasonableness of such determination.

Section 7.05. Expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) incurred in defending any action, suit or proceeding referred to in Section 7.01 shall be paid by the Association in advance of the final disposition of such action, suit or proceeding to or on behalf of the officer or Director promptly as such expenses are incurred by him or her, but only if such officer or Director shall first agree, in writing, to repay all amounts so paid in respect of any claim, issue or other matter asserted in such action, suit or

proceeding in defense of which he or she shall not have been successful on the merits or otherwise,

- (A) if it shall ultimately be determined as provided in Section 7.04 that he or she is not entitled to be indemnified by the Association as provided under Section 7.01; or
- (B) if, in respect of any claim, issue or other matter asserted by or in the right of the Association in such action or suit, he or she shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Association or misconduct (other than negligence) in the performance of his or her duty to the Association, unless and only to the extent that the Court of Common Pleas of a county where all or any part of the development is located or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances, he or she is fairly and reasonably entitled to all or part of such indemnification.

Section 7.06. The indemnification provided by Article VII shall not be exclusive of, and shall be in addition to, any other rights to which any person seeking indemnification may be entitled under the Articles or this Code of Regulations or any agreement, vote of Members or disinterested Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be an officer or Director of the Association and shall inure to the benefit of the heirs, executors, and administrators of such person.

Section 7.07. The Association may purchase and maintain insurance or furnish similar protection, including but not limited to trust funds, letters of credit, or self-insurance, on behalf of any person who is or was a Director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the obligation or the power to indemnify him or her against such liability under the provisions of this Article VII. Insurance may be purchased from or maintained with a person in which the Association has a financial interest.

Section 7.08. For purposes of this Article VII, and as examples and not by way of limitation:

- (A) A person claiming indemnification under this Article VII shall be deemed to have been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.01, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding referred to Section 7.01, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding shall be terminated as to such person, with or without prejudice, without the entry of

a judgment or order against him or her, without a conviction of him or her, without the imposition of a fine upon him or her and without his or her payment or agreement to pay any amount in settlement thereof (whether or not any such termination is based upon a judicial or other determination of the lack of merit of the claims made against him or her or otherwise results in a vindication of him or her);

- (B) References to an “other enterprise” shall include employee benefit plans; references to a “fine” shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to “serving at the request of the Association” shall include any service as a Director, officer, employee, agent or volunteer of the Association which imposes duties on, or involves services by, such Director, officer, employee, agent or volunteer with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Association” within the meaning of that term as used in this Article VII; and
- (C) The term “volunteer” shall mean a Director, officer, committee member or other agent of the Association, or another person associated with the Association, who (i) performs services for or on behalf of, and under the authority or auspices of, the Association, and (ii) does not receive compensation, either directly or indirectly, for performing those services. Compensation does not include (i) actual and necessary expenses that are incurred by the volunteer in connection with the services performed for the Association and that are reimbursed to the volunteer or otherwise paid; (ii) insurance premiums paid on behalf of the volunteer and amounts paid, advanced or reimbursed pursuant to this Article VII, Section 1702.12(E) of the Ohio Revised Code or any indemnification agreement, resolution or similar arrangement; or (iii) modest perquisites.

Section 7.09. Any action, suit or proceeding to determine a claim for indemnification under this Article VII may be maintained by the person claiming such indemnification, or by the Association, in the Court of Common Pleas of an Ohio county where all or any part of the development is located. The Association and (by claiming such indemnification) each such person consents to the exercise of jurisdiction over its or his or her person by the Court of Common Pleas of Franklin County, Ohio in any such action, suit or proceeding.

ARTICLE VIII

Notices and Demands

Section 8.01. Any notice or demand which is required to be given or delivered to or served upon a Member of the Association shall be in writing and shall be deemed to have been given, delivered or served when delivered personally to him or her or mailed to him or her at his or her address as it appears on the records of the Association. If a Member has provided the Association with an e-mail address for such Member, notices may be sent by e-mail properly addressed to the address provided by the Member. Notices required or permitted to be delivered to or served upon the Association and/or its Directors must be served in writing, personally, by U.S. Mail delivery, overnight delivery service, or by facsimile if the Association maintains a separate fax number.

Section 8.02. In computing the period of time for the giving of a notice required or permitted under the Articles, this Code of Regulations or a resolution of the Members or Directors, the day on which the notice is given shall be excluded, and the day when the act for which notice is given is to be done shall be included, unless the instrument calling for the notice otherwise provides. If notice is permitted to be given by mail, the notice shall be deemed to have been given when deposited in the mail.

ARTICLE IX

Amendments

Section 9.01. This Code of Regulations may be amended by the vote of a majority of Members present in person or by proxy at a meeting called for such purpose; or a new Code of Regulations may be adopted at a meeting of voting Members held for that purpose (or in a vote conducted by mail) by the affirmative vote of those Members entitled to exercise not less than seventy-five percent (75%) of the total voting power of the Members. The foregoing notwithstanding, any amendment terminating and dissolving the Association shall require the unanimous consent of all Owners.

ARTICLE X

Duration

Section 10.01. The Association shall exist so long as the provisions of the Declaration are applicable to the Subdivision.

ARTICLE XI

Miscellaneous

Section 11.01. This Code of Regulations shall also be deemed to be Bylaws as the same is defined in Chapter 5312 of the Ohio Revised Code.

EXHIBIT C

SPECIAL EASEMENT AREAS

[Intentionally Omitted If Nothing Attached]



Commissioners
 Marilyn Brown, President
 Paula Brooks
 John O'Grady

Economic Development & Planning Department
 James Schimmer, Director

RECEIVED
 SEP 25 2018
 Franklin County Planning Department
 Franklin County, OH

Application for Conditional Use

Revised January 1, 2009



Property Information	
Site Address 5636 Lockbourne Road, Columbus, Ohio	
Parcel ID(s) 150-000125	Zoning Industrial
Township Hamilton	Acreage 106
Water Supply <input type="checkbox"/> Public (Central) <input type="checkbox"/> Private (Onsite)	Wastewater Treatment <input type="checkbox"/> Public (Central) <input type="checkbox"/> Private (Onsite)
None	None

Applicant Information	
Name/Company Name Contact: Tony Ruggiero, Shelly & Sands, Inc.	
Address 3570 S. River Road, P.O. Box 1585 Zanesville, Ohio 43702-1585	
Phone # 614-402-3233	Fax # 740-453-6049
Email tonyr@shellyandsands.com	

Property Owner Information	
Name/Company Name Shelly & Sands, Inc.	
Address 3570 S. River Road, P.O. Box 1585 Zanesville, Ohio 43702-1585	
Phone # 740-453-0127	Fax # 740-455-3144
Email Main@shellyandsands.com	

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

Staff Use Only
Case # CU-3922
Date filed: 9/25/18
Fee paid 650.00
Receipt # 18-03449
Received by: TB
Hearing date: 11/19/18

Zoning Compliance:
*See previous Cond. Use cases
 CU-3513 + CU-3562
 Conditionally Approved*

Document Submission
The following documents must accompany this application:
<input checked="" type="checkbox"/> Completed application
<input checked="" type="checkbox"/> Fee Payment (Checks only)
<input checked="" type="checkbox"/> Auditor's map (8 1/2" x 11")
<input checked="" type="checkbox"/> Site Map (max 11" x 17")
<input checked="" type="checkbox"/> Covenants and deed
<input checked="" type="checkbox"/> Notarized signatures
<input type="checkbox"/> Proof of water & waste water supply <i>- NONE</i>
Please see the Application Instructions for complete details

Case #
CU-3922

Conditional Use(s) Requested	
Section	Section 610.06: Conditional Use in Floodway Fringe
Description	Permanent placement of fill will be used in this project
Section	Section 610.091: Areas with Floodways
Description	A portion of this project lies within a floodway
Section	
Description	

Describe the project
This project is to modify our current conditional use permit, CU-3562. Requirements to be modified:
1. Allow clean hard fill from other companies besides Shelly & Sands.

NOTE: To receive a conditional use, you must meet all the conditional use requirements in 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 don't answer the questions, we will consider your application incomplete.

1. Proposed Use or Development of the Land:

The new proposed use is for a pay to dispose of clean hard fill location. Clean Hard Fill as defined in Ohio Administrative Code (OAC) Rule 3745-400-05: "Clean hard fill consists only of reinforced or non-reinforced concrete, asphalt concrete, brick, block, tile, and/or stone."

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

By using the property for a pay to fill location, the current time line for CU-3562 will complete the project in a shorter amount of time.

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?

There will be no changes to the reclamation plans previously stated in CU-3562.

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

No. Hazardous materials are prohibited in CU-3562.

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

No. Project will restore land to a developable condition as stated in CU-3562.

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

No. Public services are needed. sanitary needs can be satisfied with portable toilets.

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

Completion of this project will leave the land in good, developable condition which is compatible with either GI or Rural designations

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

No. Current property is a quarry and need to be reclaimed and brought up to elevations described in CU-3562.

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

yes, bring the property back to developable land is good for the community.

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

No. The fill area effects the inter part of the property. Clean hard fill can be excavated to deliver services.

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

Shelly & Sands has knowledge of the current zoning restrictions.

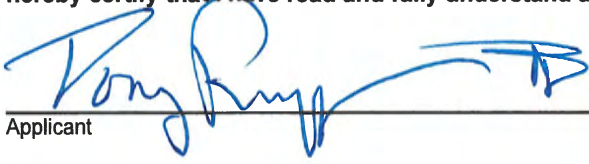
Conditional Use-Expanded Home Occupation (Only)

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.).

Affidavit

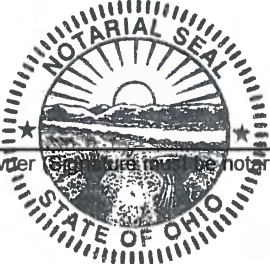
I hereby certify that the facts, statements, and information presented within this application form are true and correct to the best of my knowledge and belief. I hereby understand and certify that any misrepresentation or omissions of any information required in this application form may result in my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


Applicant

8/22/18
Date


Property Owner (Signature must be notarized)

9/21/18
Date

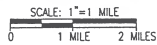
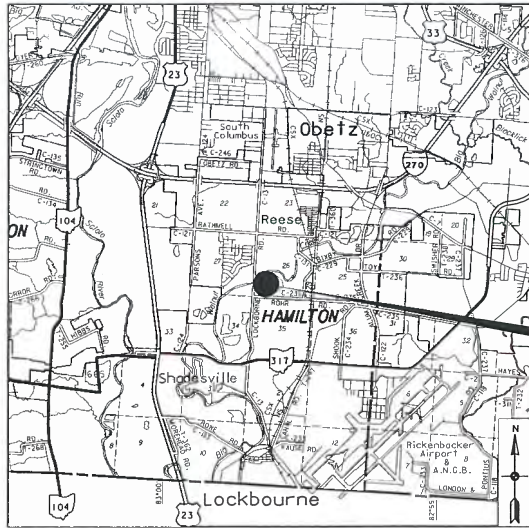

Property Owner (Signature must be notarized)
Darcy L. Harlan
Notary Public, State of Ohio
My Commission Expires
8-12-23

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.**

LOCATION MAP



ONSITE CONTACT
BOB MATTERS
SHELLY AND SANDS
PHONE: (614) 444-5100

ADR
ADRIAN & ASSOCIATES, LTD.
Newark Office:
88 West Church Street
Newark, OH 43055
(740) 345-1921 (ph)
(740) 345-4994 (fax)
www.adriannovation.com
OHIO: Newark · Columbus · Cleveland · Marietta
NORTH CAROLINA: Goldsboro · Raleigh



Keith A. Cody
KEITH A. CODY, P.E.
OHIO PROFESSIONAL ENGINEER #62352
8-15-07
DATE

SHELLY AND SANDS
LOCKBORNE ROAD
FILL SITE

SITUATED IN HAMILTON TOWNSHIP
COUNTY OF FRANKLIN, STATE OF OHIO

INDEX OF SHEETS

TITLE-GENERAL NOTES 1
SWPPP 2

PROJECT DATA	
PROJECT EARTH DISTURB AREA:	72.5 ACRES
ESTIMATED CONTRACTOR EARTH DISTURBED AREA:	1.0 ACRES
NOTICE OF INTENT EARTH DISTURBED AREA:	73.5 ACRES
BASELINE RECEIVING WATERS - END: BALMIE CREEK	
SUBSEQUENT RECEIVING WATERS - 1:370 RIVER	
"LATITUDE N39°50'57"	"LATITUDE AND LONGITUDE TO APPROXIMATE CENTER OF PROJECT
"LONGITUDE W82°57'51"	

SHELLY AND SANDS _____ DATE _____
SUBCONTRACTOR _____ DATE _____
SUBCONTRACTOR _____ DATE _____

UNDERGROUND UTILITIES
TWO WORKING DAYS
BEFORE YOU DIG
CALL 1-800-362-2764 (TOLL FREE)
OHIO UTILITIES PROTECTION SERVICE
NON-MEMBERS
MUST BE CALLED DIRECTLY

RECEIVED

SEP 25 2018

Franklin County Planning Department
Franklin County, OH

CU-3922

GENERAL NOTES

THE CONDITION OF THE NPDES CONSTRUCTION STORM WATER GENERAL PERMIT (SEE PROPOSAL) SHALL BE MET DURING ALL STAGES OF CONSTRUCTION. THE LOCATION AND TIMING OF ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE FIELD ADJUSTED TO PREVENT SIGNIFICANT IMPACTS ON RECEIVING WATERS. IMPLEMENTATION OF THIS STORM WATER POLLUTION PREVENTION PLAN SHALL CONTINUE THROUGHOUT THE DURATION OF THE PROJECT OR UNTIL THE UP-SLOPE DISTURBED AREAS ARE STABILIZED.

INSTALLATION OF SEDIMENT BASINS/DAMS, PERIMETER FILTER FABRIC FENCE, AND DITCH CHECKS SHALL BE AS PER ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS - 207.03.

ALL REASONABLE ATTEMPTS, SHOULD BE MADE TO MINIMIZE THE TOTAL AREA OF DISTURBED LAND.

NO DRAINING OR PUMPING OF WATER FROM THE PROJECT SITE TO THE BIG WALNUT CREEK WILL BE ALLOWED ON THIS PROJECT.

CONTRACTOR / OWNER MUST LIMIT THE HOURS OF OPERATION TO BETWEEN 8:00 AM AND 8:00 PM.

CONTRACTOR / OWNER MUST COMPLETE THE GRADING, RE-SOILING, AND THE SEEDING OF THE SITE AS THE PROJECT PROCEEDS. NO AREAS GREATER THAN APPROXIMATELY 5 ACRES MAY BE LEFT UNGRADED OR UNSEEDED AFTER BEING FILLED TO THE PROPER ELEVATION. THE FILL ELEVATION FOR PHASE #1 MUST NOT EXCEED 70'.

TEMPORARY STABILIZATION

ALL DISTURBED AREAS THAT ARE TO REMAIN IDLE FOR MORE THAN 21 DAYS SHALL BE TEMPORARILY STABILIZED WITHIN 7 DAYS OF THE MOST RECENT EARTH DISTURBING ACTIVITY. AREAS WITHIN 50' OF A WETLAND OR OTHER WATER BODY SHALL BE TEMPORARILY STABILIZED WITHIN 2 DAYS. TEMPORARY STABILIZATION MAY INCLUDE SEEDING, MULCHING, MATTING OR SOD.

PERMANENT STABILIZATION

AREAS THAT WILL REMAIN IDLE FOR MORE THAN 1 YEAR, AND AREAS THAT ARE AT FINAL GRADE SHALL BE PERMANENTLY STABILIZED WITHIN 7 DAYS OF THE MOST RECENT EARTH DISTURBING ACTIVITY. AREAS WITHIN 50 FEET OF A WETLAND OR OTHER WATER BODY SHALL BE PERMANENTLY STABILIZED WITHIN 2 DAYS. PERMANENT STABILIZATION MAY INCLUDE SEEDING, MULCHING, MATTING, SODDING, RIP RAP, NATURAL CHANNEL ENGINEERING OR ROCK CHECK DAMS.

MAINTENANCE

PROPERLY MAINTAIN ALL TSEC BMP. DISPOSE OF SILT REMOVED FROM TSEC BMP ACCORDING TO ODOT 2002 CMS 105J6. IF A RECORDED RAIN EVENT IS GREATER THAN 0.5 INCHES ALL TSEC BMP THAT HAVE FAILED MUST BE REPLACED. REMOVE ALL TSEC BEFORE THE PROJECT IS ACCEPTED. DISPOSE OF THE REMOVED MATERIALS ACCORDING TO 2002 CMS 105J6 AND 2002 CMS 105J7. MAINTAIN THE TSEC BMP UNTIL THE UP-SLOPE PERMANENT GRASS COVERAGE IS 10X OR BETTER. AT THIS STAGE, REMOVE THE TSEC BMP.

A. PERIMETER FILTER FABRIC FENCE, FILTER FABRIC DITCH CHECKS, ROCK CHECKS, INLET PROTECTION, DICES, AND DALE FILTER DICES. REMOVE TRAPPED SEDIMENT WHEN IT REACHES HALF THE HEIGHT OF THE LOWEST SECTION. MAKE APPROPRIATE CORRECTIONS WHEN THESE TSEC BMP BECOMES NONFUNCTIONAL.

B. SEDIMENT BASINS AND DAMS. REMOVE DEPOSITED SEDIMENT WHEN SEDIMENTS REDUCE INITIAL VOLUME OF THE SEDIMENT BASIN OR DAM BY ONE-HALF. MAKE APPROPRIATE CORRECTIONS WHEN THESE TSEC BMP FAIL. REMOVE DAMS AND BASINS AFTER THE UP-SLOPE HAS BEEN STABILIZED.

ACCEPTABLE BACK FILL MATERIAL

THE CONTRACTOR OR OWNER OF THE SITE WILL PLACE NO ASPHALT OR ASPHALT CONCRETE AT THE SITE SHOWN ON THESE PLANS. THE CONTRACTOR OR OWNER WILL OTHERWISE COMPLY WITH THE DEFINITION OF "CLEAN, HARD FILL", IAC 3145-00-0901, WHICH EXCLUDES "MATERIAL CONTAMINATED WITH HAZARDOUS WASTE, SOLID WASTE, OR INFECTIOUS WASTE". FOR THE MATERIALS PLACED AT THE SITE, THE CONTRACTOR WILL TAKE CARE TO PRECLUDE PETROLEUM CONTAMINATED CONCRETE FROM THE SITE.

SECURITY

THE AREA BEING FILLED SHALL BE SECURED SO THAT NO UNAUTHORIZED PERSONS WILL HAVE ACCESS, AND NO UNAUTHORIZED PERSONS WILL BE ABLE TO TRESPASS OR DUMP MATERIALS AT THE SITE.

DATE: _____
DESIGNED BY: _____
DRAWN BY: _____
CHECKED BY: _____
IN CHARGE: _____
PROJECT NO.: _____
JOB NO.: _____
SCALE: _____

TITLE

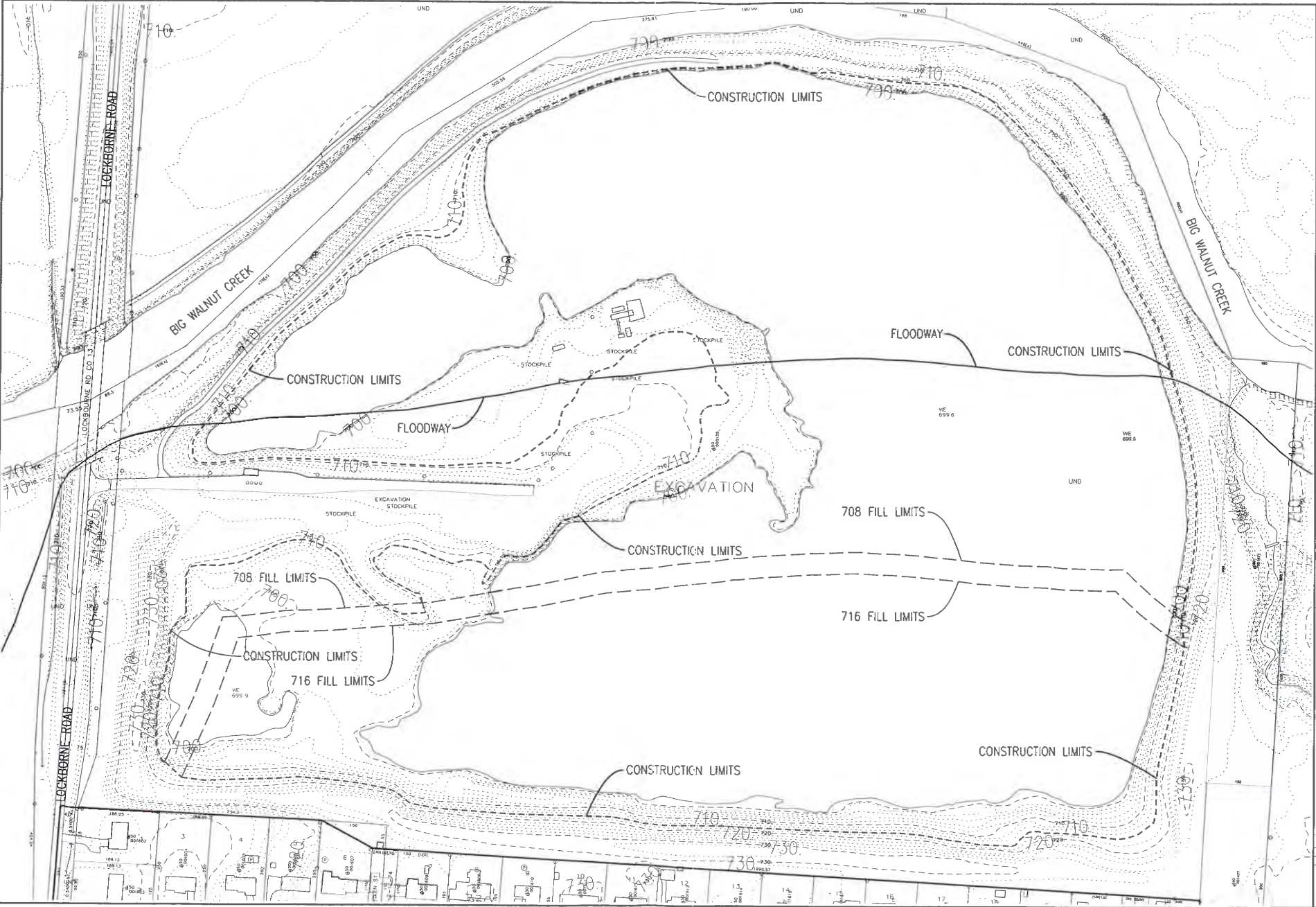
LOCKBORNE ROAD FILL SITE
FRANKLIN COUNTY, OHIO

15 AUG 07
JOB #232101

1
2

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DRAWN BY: [blank] DATE: [blank]
 CHECKED BY: [blank] DATE: [blank]
 REVISIONS: [blank]
 ADR
 SWPPP
 LOCKBORNE ROAD FILL SITE
 FRANKLIN COUNTY, OHIO
 15 AUG 07
 X06 F232101
 2
 2
 HORIZONTAL SCALE IN FEET
 0 100 200
 NORTH

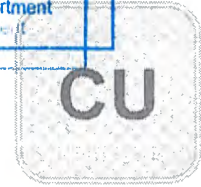


Commissioners
 Marilyn Brown, President
 Paula Brooks
 John O'Grady

Economic Development & Planning Department
 James Schimmer, Director

Application for Conditional Use

Revised January 1, 2009



Property Information	
Site Address 5544 Saltzgaber Rd. Groveport, Ohio 43125	
Parcel ID(s) #180-001000	Zoning Rural
Township Madison	Acreage 1
Water Supply <input type="checkbox"/> Public (Central) <input checked="" type="checkbox"/> Private (Onsite)	Wastewater Treatment <input type="checkbox"/> Public (Central) <input checked="" type="checkbox"/> Private (Onsite)

Applicant Information	
Name/Company Name Mark Tackett	
Address 3998 Poppyseed Ct. Columbus, Ohio 43207	
Phone # 614 632-6833	Fax #
Email MarkTackett79@gmail.com	

Property Owner Information	
Name/Company Name Mark Tackett	
Address 3998 Poppyseed Ct. Columbus, Ohio 43207	
Phone # 614 632-6833	Fax #
Email MarkTackett79@Gmail.com	

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

Staff Use Only
Case # CU-3923
Date filed: 10/31/18
Fee paid 350.00
Receipt # 18-03572
Received by: TB
Hearing date: 11/19/18
Zoning Compliance: N/A

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

Case #
CW-3923

Conditional Use(s) Requested	
Section	302.031
Description	Requesting a conditional use to allow a recreational vehicle to serve as a temporary residence in an area zoned Rural.
Section	
Description	
Section	
Description	

Describe the project
Requesting a conditional use to allow a recreational vehicle to serve as a temporary residence in an area zoned Rural.

NOTE: To receive a conditional use, you must meet all the conditional use requirements in 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 don't answer the questions, we will consider your application incomplete.

- Proposed Use or Development of the Land:
I am looking to build a home on this property.

- How will the proposed development relate to the existing and probable future land use character of the area:
The RV is will be used primarily as a job trailer during construction.

- 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?
The RV is in good working condition and free of defect. The area surrounding the RV is free of clutter and the property is well maintained. RV has Holding tanks for water and waste and will not be using well and septic on site.

Case #

CU-3923

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?

Yes. A temporary electric has already been established on the property.

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

I am unsure.

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

This was the only provided to me when I requested information about this property.

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?

No

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.).

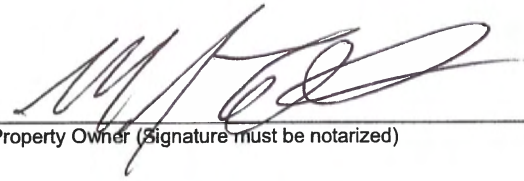
Case #
CU-3923

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.

Mark Tackett
Applicant

~~9/15/18~~ 10/3/18
Date


Property Owner (Signature must be notarized)

9/15/18 10/3/18
Date

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.

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of OHIO
County of Franklin } ss.

On this the 3rd day of October, 2018, before me,
MAKDA BERHANE, the undersigned Notary Public,
Name of Notary Public
personally appeared MARK J. TACKETT,
Name(s) of Signer(s)

personally known to me - OR -
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.



Place Notary Seal/Stamp Above

[Signature]
Signature of Notary Public
Notary
06-22-2021
Any Other Required Information
(Printed Name of Notary, Expiration Date, etc.)

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

185-002909

759 ft

760 ft
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OCT 03 2018
Franklin County Planning Department
Franklin County, OH

CU-3923

180-001505

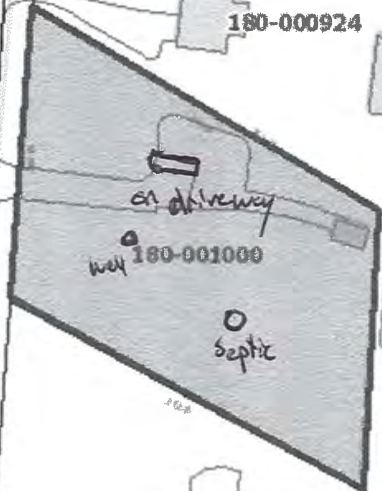
180-000092

180-004961

185-002772

180-000924

180-001181



185-002774

180-000921

SALTZGABER RD

185-002773

180-000908

185-002547



Commissioners
 Marilyn Brown, President
 Paula Brooks
 John O'Grady

Economic Development & Planning Department
 James Schimmer, Director

Application for Zoning Variance

Revised January 1, 2009



Property Information	
Site Address 2647 Cline Rd Columbus, 43223	
Parcel ID(s) 140-0039-34-00	Zoning Rural
Township Franklin	Acreage .445
Water Supply <input checked="" type="checkbox"/> Public (Central) <input type="checkbox"/> Private (Onsite)	Wastewater Treatment <input checked="" type="checkbox"/> Public (Central) <input type="checkbox"/> Private (Onsite)

Applicant Information	
Name/Company Name Stanley & Lisa Vivens, Sr	
Address 2647 Cline Rd Columbus, OH 43223	
Phone # 614-214-2357	Fax # 614-443-2059
Email slvivens@gmail.com	

Property Owner Information	
Name/Company Name Stanley & Lisa Vivens, Sr	
Address 2647 Cline Rd Columbus, OH 43223	
Phone # 614-214-2357	Fax # 614-443-2059
Email slvivens@gmail.com	

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

Staff Use Only
Case # VA-3924
Date filed: 10/9/18
Fee paid 350.00
Receipt # 18-03620
Received by: TB
Hearing date: 11/19/18
Zoning Compliance: R2-18-313

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

Variance(s) Requested	
Section	512.02(2)
Description	Pole Barn 34'x28' location, Number & Size of
Section	Accessory Building.
Description	
Section	
Description	

Describe the project

This is a Pole Barn to store Lawn Equipment & snow removal equipment as well as storing Patio Furniture. Size is 34' x 28'

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.

There is a fence around the property.
This has a permitted Home occupation.

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.

There are other properties that have Pole Barns this size or ~~large~~ larger in the area.

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

No applicant Needs not to take any actions.

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 this will not be a special privilege

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 there would be no detriment to the public or private property.

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

No

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

Maximum size 220sqft Current out Building 624 sqft + 952 sqft = 1576 sqft

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 there are other pole barns in the 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)

No affect governmental services.

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

No did not know there were such restrictions.

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

No Building is bigger than allowed.

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 & intent would be observed.

Case #

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.

Lisa M. Vivens
Applicant

10/9/18
Date

Lisa M. Vivens
Property Owner (Signature must be notarized)

10/9/18
Date

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.

Derron A. Turner
NOTARY PUBLIC

10-9-2018
DATE

STATE OF OHIO
COUNTY OF FRANKLIN

182E7B955 My Commission Exp. 03-28-2023



DERRON A. TURNER
NOTARY PUBLIC, STATE OF OHIO
FRANKLIN COUNTY
My Commission Expires 03/28/2023

Application instructions

Please submit the following:

1) **Application Form**

Completed application form with notarized signatures

2) **Fee – non refundable**

Checks only payable to *Franklin County Treasurer*

3) **Covenants or deed restrictions.**

Provide a copy of your deed with any deed restrictions

You can find your deed at:

www.franklincountyohio.gov/recorder

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

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

You can find the map at:

www.franklincountyohio.gov/auditor

5) **Site map**

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

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

6) **Proof of utility service**

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

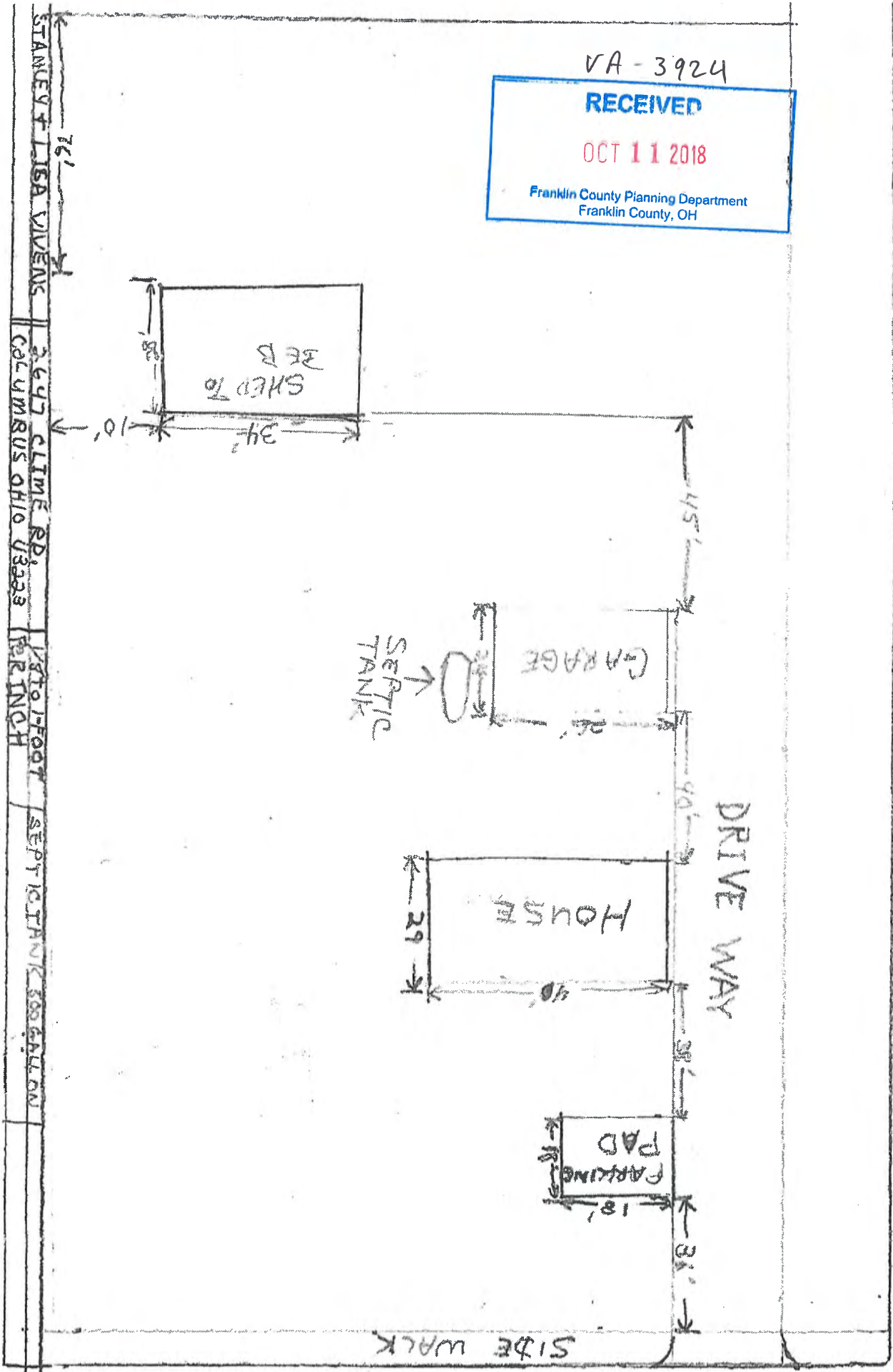
Note: If services are provided by a private or public entity, you must provide a letter verifying that you have service or will have access to it. If you're proposing an on-lot septic system or well, please provide information from the Franklin County Board of Health (or appropriate agency).

VA-3924

RECEIVED

OCT 11 2018

Franklin County Planning Department
Franklin County, OH



STANLEY + LISA VIVENS
 2647 CLIME RD.
 COLUMBUS OHIO 43223
 1810 1/2 FOOT PER INCH
 SEPTIC TANK 300 GALLON

SIDE WALK

DRIVE WAY

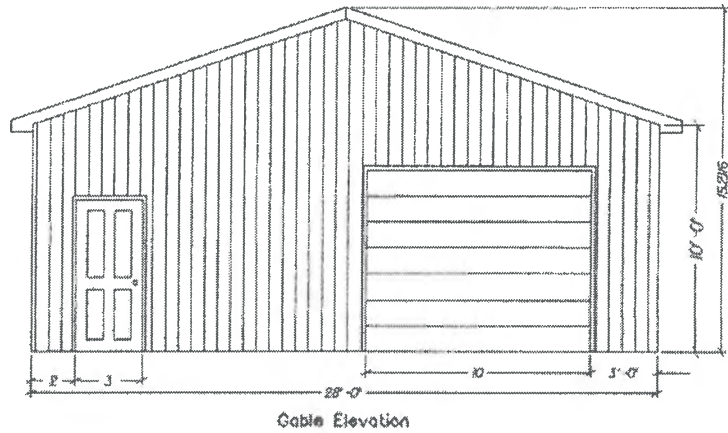
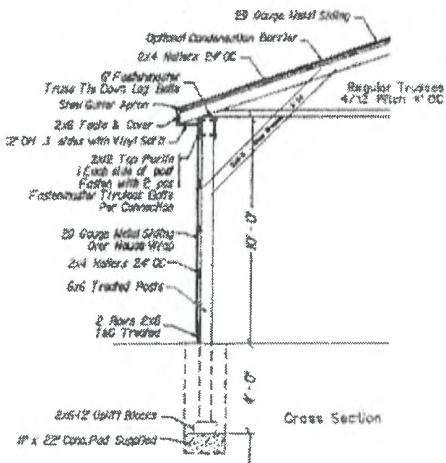
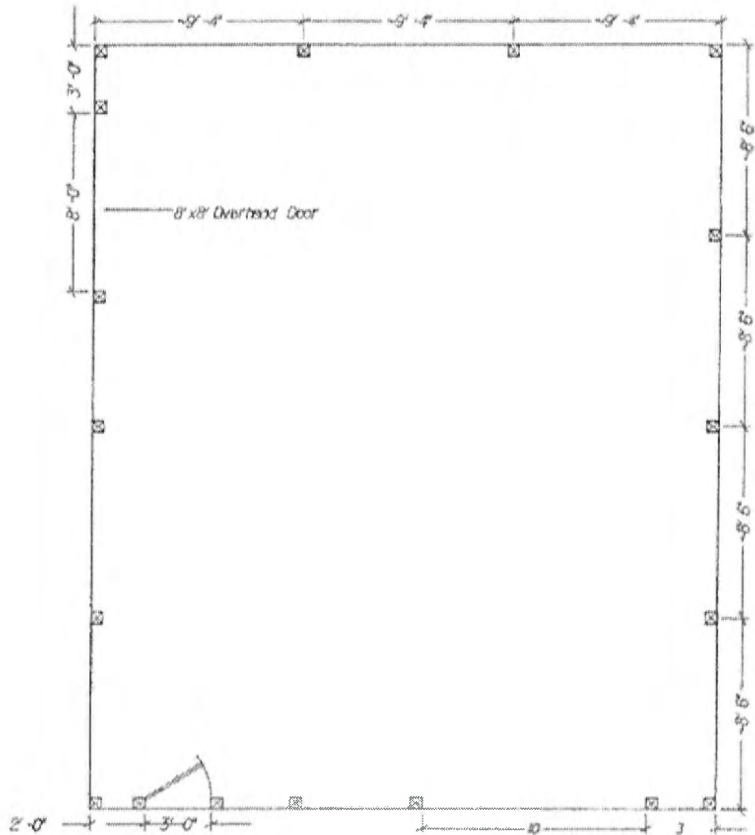
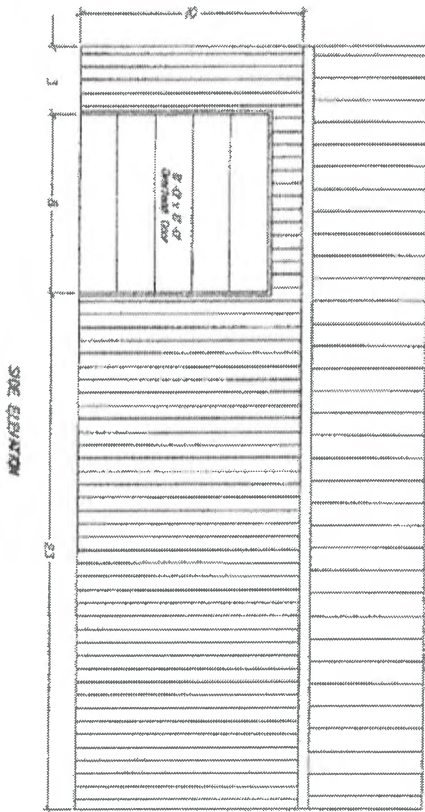
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HOUSE

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VA-3924

RECEIVED

OCT 11 2018

Franklin County Planning Department
Franklin County, OH





Commissioners
 Marilyn Brown, President
 Paula Brooks
 John O'Grady

Application for Zoning Variance

Revised January 1, 2009



Economic Development & Planning Department
 James Schimmer, Director

Property Information	
Site Address 1009 Frank Rd. Columbus, OH 43223	
Parcel ID(s) 140-003298-00 & 140-003297-00	Zoning LI - Limited Industrial
Township Franklin	Acreage 23.52 & 7.53
Water Supply <input checked="" type="checkbox"/> Public (Central) <input type="checkbox"/> Private (Onsite)	Wastewater Treatment <input checked="" type="checkbox"/> Public (Central) <input type="checkbox"/> Private (Onsite)

Applicant Information	
Name/Company Name O'Connor Company of N.C. Inc. Contact: Chris Jordan	
Address 312 Fields Dr. Aberdeen, NC 28315	
Phone # 910-944-0600	Fax # 910-944-1888
Email cj@oconnorconc.com	

Property Owner Information	
Name/Company Name Estes Express Lines Contact: Kevin Fitz	
Address 3901 W. Broad St. Richmond, VA 23230	
Phone # 804-353-1900	Fax #
Email Kevin.fitz@estes-express.com	

Agent Information (if applicable)	
Name/Company Name Civil & Environmental Consultants, Inc. Contact: Carl Arthur	
Address 250 Old Wilson Bridge Road, Suite 250 Worthington, OH 43085	
Phone # 614-468-6201	Fax # 614-540-6638
Email carthur@cecinc.com	

Staff Use Only
Case # VA-3925
Date filed: 10/10/18
Fee paid 650.00
Receipt # 18-03645
Received by: TB
Hearing date: 11/19/18
Zoning Compliance: ZC-18-077

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

Variance(s) Requested

Section

670.068 - Expansions and extensions of buildings a) 50 percent or more:

Description

The expansion of a building's gross floor area by 50 percent or more is subject to all the provisions of the SGO and must follow building design standards as listed in Section 670.083 Design Standards for Frontage Buildings

Section

670.083 Design Standards for Frontage Buildings a) Front setback along a primary street

Description

Front setback depends on the proportion of Along a primary street, the front building line setback for a building or structure shall be 25 +/- two (2) feet, however, a maximum of one-third (1/3) the overall width of such building or structure may be located up to five (5) feet in advance of and/or up to 15 feet beyond the 25 +/- two (2) foot line. Minor architectural accents will not be considered as part of the building for the purposes of front setback.

Section

670.083 Design Standards for Frontage Buildings a) Setback along a non-primary street:

Description

Along a street that is not a primary street, the setback for a building or structure shall be a minimum of 10 feet and a maximum of 25 feet.

Section

670.088 Landscaping and screening. (a), (g)(1), & (g)(3)(a-d) Front Yard and Parking lots.

Description

-Front yard- The front yard shall be planted with live vegetation and shade tree(s), except for paved areas expressly designed for vehicular and pedestrian use. One shade tree is required for each 50 lineal feet, or fraction thereof, of frontage.
 -A surface parking lot or vehicular circulation area shall be screened from all abutting public streets with a wall or fence, or a continuous row of shrubs to a minimum height of 3 feet [2 feet at time of planting] and a maximum height of 5 feet, or a mound, subject to approval by the Administrative Officer. Screening shall be maintained to provide opacity of not less than 75 percent when in leaf. A combination of a wall, fence, mound and shrubs is permitted.
 - In all surface parking areas in which more than 10 parking spaces are required: a.) A landscaped island or peninsula of at least 140 square feet at least 9 feet in width left unpaved, but concrete curbed, filled with suitable topsoil and covered with either grass, groundcover, or mulch shall be provided for every 10 parking spaces, or portion thereof; b.) No less than one (1) shade tree of 2 inches or more in caliper shall be provided in each landscaped island or peninsula; c.) Every parking aisle that is bounded at an end by a traffic lane shall be terminated at such traffic lanes by such a landscaped island or peninsula; d.) Landscaped islands or peninsulas do not need to be uniformly spaced, but must be contained within and dispersed throughout the interior of a parking lot.

Section

670.088 Parking and Circulation. (a) & (b) Setback & Parking Lot Location.

Description

- No parking lot, stacking space, loading space or circulation aisle is permitted between the principal building and a street centerline.
 - A surface parking lot shall be located behind the principal building; however, up to half the number of parking spaces provided may be located at the side of the principal building.

Describe the project

The project consists of an extension of an existing building and additional pavement. The building proposed extension is to the maintenance building which is an ancillary building which supports of the principle use of the site which is freight transport.

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.

Yes, this is part of the Smart Growth Overlay which does not generally apply to other limited industrial districts.

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, a literal interpretation of the requirements deprive the applicant of expanding the maintenance building.

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

No, The applicant wishes to expand was an existing structure was existing prior to the adoption of the 96' Franklin County Zoning Resolution.

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.

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

No.

6. Can there be any beneficial use of the property without the variance?
This extension of the maintenance building will provide beneficial use to the property, without this variance there is no additional benefits to the property owner or community.

7. How substantial is the variance? (i.e. 10 feet vs. 100 feet - Required frontage vs. proposed)
The variance is to portions of Section 670 of the Smart Growth Overlay as applied to the proposed building extension.

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.

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

No adverse effect.

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

No.

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

No.

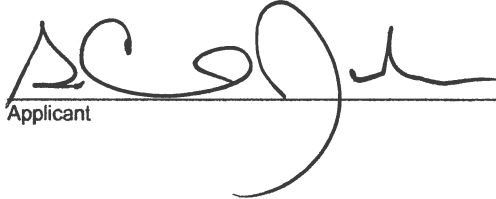
12. Would the spirit and intent behind the zoning requirement be observed and would substantial justice be done by granting the variance?

Yes.

Case # 3925

Affidavit

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


Applicant

10-8-18
Date

Property Owner (Signature must be notarized)

Date

Property Owner (Signature must be notarized)

Date

State of North Carolina, County of Moore, ss:

Sworn to before me and subscribed in my presence this 8 day of October, 2018


Notary Public



My Commission Expires: 1-23-2019

***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.**

Case # 3925

Affidavit

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

Applicant

Date

 KEVIN FITZ
Property Owner (Signature must be notarized)

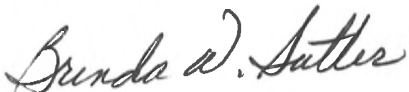
10-5-18
Date

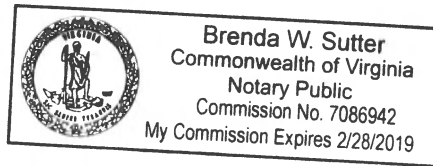
Property Owner (Signature must be notarized)

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.**


10-5-18



Application instructions

Please submit the following:

1) **Application Form**

Completed application form with notarized signatures

2) **Fee – non refundable**

Checks only payable to *Franklin County Treasurer*

3) **Covenants or deed restrictions.**

Provide a copy of your deed with any deed restrictions

You can find your deed at:

www.franklincountyohio.gov/recorder

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

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

You can find the map at:

www.franklincountyohio.gov/auditor

5) **Site map**

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

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

6) **Proof of utility service**

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

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

VA-3925



NORTH

SCALE IN FEET
0 100 200



VICINITY MAP
NOT TO SCALE

ENGINEER

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
250 OLD WILSON BRIDGE ROAD, SUITE 250
WORTHINGTON, OH 43085
CONTACT: CARL HATHORN, P.E.
EMAIL: CARLHATHORN@CECNC.COM
(614) 468-6201

OWNER/DEVELOPER

ESTES EXPRESS LINES
1009 FRANK RD
COLUMBUS, OH 43223

O'CONNOR CO OF INC, INC
312 FIELDS DR
ABERDEEN, NC 28315
CONTACT: CHRIS JORDAN
EMAIL: CJORDAN@ORCONC.COM
(810) 944-0600



800-362-2764 or 8-1-1
www.oups.org

REFERENCE

- EXISTING TOPOGRAPHY WAS BASED ON FRANKLIN COUNTY AUDITORS
ACCESS BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC IN
SEPTEMBER 2016.

NO.	DATE	DESCRIPTION

CEC
Civil & Environmental Consultants, Inc.
250 Old Wilson Bridge Road - Suite 250 - Worthington, OH 43085
614-540-6633 - 888-598-8808
www.cecnc.com

ZONING COMPLIANCE EXHIBIT
ESTES EXPRESS LINES
FRANK ROAD
SHOP EXPANSION
FRANKLIN TOWNSHIP

ZONING COMPLIANCE EXHIBIT

DATE	AUGUST 2018	DRAWN BY:	CIA
DWS SCALE	AS SHOWN	CHECKED BY:	DRAFT
PROJECT NO.	172-459	DATE	DRAFT
APPROVED BY:		DATE	DRAFT

DRAWING NO.:
C000
SHEET 1 OF 1

GENERAL NOTES

THE REQUIREMENTS OF THE CITY OF COLUMBUS, TOGETHER WITH THE CONSTRUCTION AND MATERIAL SPECIFICATIONS OF THE CITY OF COLUMBUS (CMSC), 2012 EDITION, INCLUDING SPECIFICATIONS 1100 AND ALL SUPPLEMENTS THEREIN IN FORCE ON THE DATE OF CONTRACT, SHALL GOVERN ALL MATERIALS AND WORKMANSHIP INVOLVED IN THE IMPROVEMENTS SHOWN ON THESE PLANS EXCEPT AS SUCH SPECIFICATIONS ARE MODIFIED BY THE FOLLOWING NOTES OR BY THE CONSTRUCTION DETAILS SET FORTH HEREIN.

THE CONTRACTOR IS RESPONSIBLE TO VISIT THE SITE AND VERIFY THE EXTENT OF WORK TO BE PERFORMED PRIOR TO MAKING HIS BID. SPECIAL REGARD SHOULD BE GIVEN TO ANY RECORD ITEMS. ALL EXISTING STRUCTURES ARE TO BE REMOVED, UNLESS OTHERWISE NOTED. COST IS TO BE INCLUDED IN THE PRICE BID FOR ITEM 202.

THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.

THE CONTRACTOR AND SUB-CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL FEDERAL, STATE AND LOCAL SAFETY REQUIREMENTS, AND TO PROVIDE, EXERCISE, MAINTAIN, AND SUPERVISE ALL SAFETY REQUIREMENTS, PRECAUTIONS, AND PROGRAMS IN CONNECTION WITH THE WORK, FOR THE PROTECTION OF PERSONS (INCLUDING EMPLOYEES) AND PROPERTY, AT ALL TIMES.

THE IDENTITY AND LOCATION OF EXISTING UNDERGROUND UTILITY FACILITIES KNOWN TO BE LOCATED IN THE AREA HAS BEEN SHOWN ON THESE PLANS AS ACCURATELY AS POSSIBLE WITH THE INFORMATION PROVIDED BY THE OWNER OF THE UNDERGROUND UTILITY FACILITIES SHOWN ON THE PLANS WHO ARE NOT MEMBERS OF A REGISTERED UNDERGROUND PROTECTION SERVICE IN ACCORDANCE WITH SECTION 153.64 OF THE REVISED CODE.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SUPPORT, PROTECTION AND RESTORATION OF ALL EXISTING UTILITIES. THE COST OF THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR THE VARIOUS ITEMS.

THE CONTRACTOR SHALL CAUSE NOTICE TO BE GIVEN AT LEAST 48 HOURS PRIOR TO THE START OF CONSTRUCTION, TO THE OHIO UTILITIES PROTECTION SERVICE (TELEPHONE 1-800-362-2764 TOLL FREE) AND TO THE OWNERS OF UNDERGROUND UTILITY FACILITIES SHOWN ON THE PLANS WHO ARE NOT MEMBERS OF A REGISTERED UNDERGROUND PROTECTION SERVICE IN ACCORDANCE WITH SECTION 153.64 OF THE REVISED CODE.

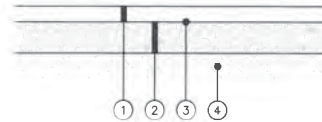
ALL FILL PLACED FOR BUILDING PADS SHALL BE DONE SO IN ACCORDANCE WITH AND UNDER THE OBSERVATION OF A REGISTERED SOILS ENGINEER.

THE CONTRACTOR SHALL BE RESPONSIBLE TO EMPLOY THE SERVICES OF A REGISTERED SOILS ENGINEER TO ENSURE THE SUBGRADE HAS BEEN COMPACTED IN ACCORDANCE WITH CITY OF COLUMBUS CMSC ITEM 203.13 AND THE RECOMMENDATIONS OF THE SOILS ENGINEER.

ALL RADI SHALL BE MEASURED TO THE EDGE OF PAVEMENT OF FACE OF CURB, UNLESS OTHERWISE NOTED.

ALL DIMENSIONS SHALL BE TO THE EDGE OF PAVEMENT OR FACE OF CURB, UNLESS OTHERWISE NOTED.

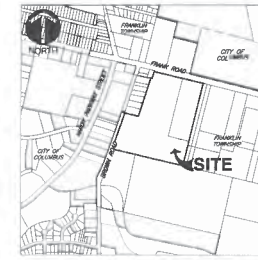
THE CONTRACTOR IS RESPONSIBLE TO GUARANTEE ALL SITE PAVING FOR A PERIOD OF TWO (2) YEARS AFTER COMPLETION OF WORK.



- LEGEND**
- ① ITEM 448, 8" ASPHALT CONCRETE
 - ② ITEM 304, 12" AGGREGATE BASE
 - ③ ITEM 407, BITUMINOUS TACK COAT (0.04 GAL PER SY)
 - ④ ITEM 204, SUBGRADE COMPACTION

- NOTE:**
1. PAVEMENT SECTION FOR HEAVY-DUTY AUTOMOBILE PARKING AREAS TO MATCH EXISTING PAVEMENT AREAS.
 2. PAVEMENT SECTION SHOWN IS BASED ON A TYPICAL SECTION FOR THIS USE AND IS FOR ESTIMATING PURPOSES ONLY. FINAL PAVEMENT DESIGN SHALL BE AS DIRECTED BY THE OWNER. OEC ASSUMES NO LIABILITY FOR THE PAVEMENT SECTION.

TYPICAL PAVEMENT SECTION
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

STATE PLANE COORDINATES - OHIO SOUTH ZONE*				
REFERENCE POINT COORDINATE LOCATIONS				
REF. PT.	DESCRIPTION	NORTHING	EASTING	ELEVATION
REF1	MAG NAIL SET IN PAVEMENT	697004.31	1819175.11	723.81
REF2	MAG NAIL SET IN PAVEMENT	697031.56	1819024.44	724.44

HORIZONTAL REF DATUM= NAD 83 (NRS 2007)

ESTIMATE OF QUANTITIES				
ITEM	QUANTITIES	UNIT	DESCRIPTION	NOTE
203	LUMP	SUM	EXCAVATION INCLUDING EMBANKMENT	
204	495	SY	SUBGRADE COMPACTION	
304	1165	CY	AGGREGATE BASE (12")	
407	20	GAL	BITUMINOUS TACK COAT (0.04 GAL PER SY)	
448	111	CY	ASPHALT CONCRETE (8")	
448	LUMP	SUM	ASPHALT CONCRETE (LEVELING COURSE)	
606	232	LF	GUARDRAIL	
609	21	LF	COMBINED CURB & GUTTER	

NOTE: THE ENGINEER'S ESTIMATE OF QUANTITIES IS FOR THE DETERMINATION OF REVIEW AND INSPECTION FEES ONLY. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING ACTUAL QUANTITIES NEEDED BASED ON STANDARD CONSTRUCTION PROCEDURES AND THE INTENT OF THESE PLANS.

REFERENCE

1. LIDAR DATA PROVIDED BY OHIO GEOGRAPHICALLY REFERENCED INFORMATION PROGRAM OBTAINED ON 02/11/2016.
2. EXISTING TOPOGRAPHY WAS BASED ON AN ACTUAL FIELD SURVEY BY CIVIL & ENVIRONMENTAL CONSULTANTS, INC IN SEPTEMBER 2016.

ENGINEER/SURVEYOR

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
250 OLD WILSON BRIDGE ROAD, SUITE 250
WORTHINGTON, OH 43085
CONTACT: CARL ARTHUR
EMAIL: CARL.AARTHUR@OECINC.COM
(614) 468-6201

OWNER/DEVELOPER

ESTES EXPRESS LINES
1008 FRANK RD
COLUMBUS, OH 43223
O'CONNOR CO OF NC, INC
312 FIELDS DR
ARBORETN, NC 28316
CONTACT: CHRIS JORDAN
EMAIL: CJORDAN@OCCONORCO.COM
(910) 944-0900



800-362-2764 or 8-1-1
www.oups.org

NO.	DATE	DESCRIPTION

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

CONSTRUCTION SITE PLAN
ESTES EXPRESS LINES
FRANK ROAD
SHOP EXPANSION
FRANKLIN TOWNSHIP

COVERSHEET	DATE:	NOVEMBER 2017	DRAWN BY:	CLA
	DWG. SCALE:	AS SHOWN	CHECKED BY:	172-459
	PROJECT NO:			
	APPROVED BY:			

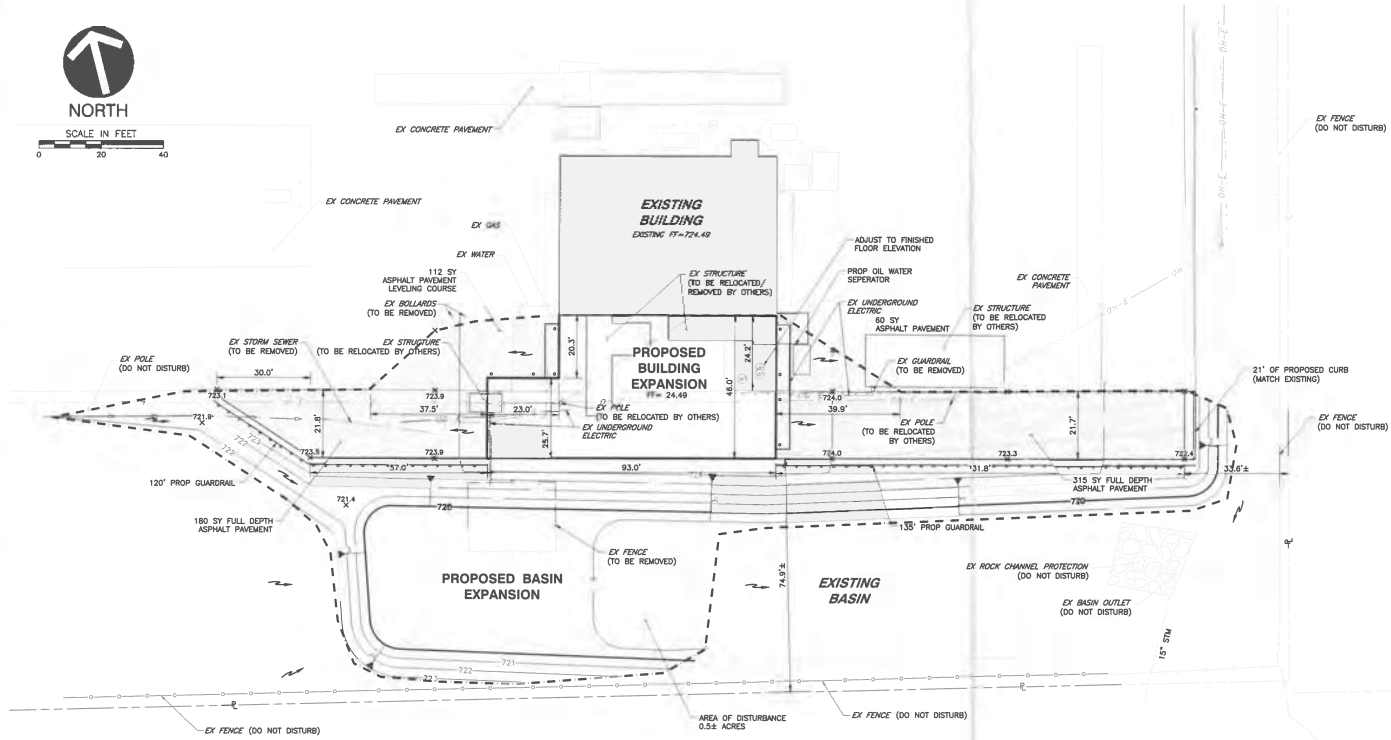
DRAWING NO: **C000**
SHEET 1 OF 2

P:\2017\172-459\172-459-000\DWG\172-459-000-Coversheet.dwg (12/14/2017 10:30:48 AM) - PLOT DATE: 12/14/2017 10:30:48 AM



NORTH

SCALE IN FEET
0 20 40



SITE PLAN
SCALE: 1"=20'

LEGEND

- EXISTING PAVEMENT
- EXISTING STORM SEWER
- EXISTING SANITARY
- EXISTING WATER
- EXISTING UNDERGROUND ELECTRIC
- EXISTING SANITARY MANHOLE
- EXISTING STORM STRUCTURES
- PROPOSED WATER
- PROPOSED PROJECT BOUNDARY
- PROPOSED CENTERLINE
- PROPOSED EDGE OF PAVEMENT
- EXISTING SPOT ELEVATION
- x 9/16"2 PROPOSED SPOT ELEVATION
- FLOW ARROW
- - - LIMITS OF DISTURBANCE
- 720 PROPOSED INDEX CONTOUR
- PROPOSED INTERMEDIATE CONTOUR
- EXISTING INDEX CONTOUR
- EXISTING INTERMEDIATE CONTOUR
- ▨ ASPHALT LEVELING COURSE
- ▨ FULL DEPTH ASPHALT PAVEMENT

NOTES

1. CONTRACTOR SHALL VERIFY ALL EXISTING ELEVATIONS AND INVERTS PRIOR TO START OF CONSTRUCTION.
2. ALL CHANNELS SHALL BE SEEDER AND MULCHED IMMEDIATELY FOLLOWING THEIR CONSTRUCTION. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR MAINTENANCE OF THE CHANNEL PRIOR TO COMPLETION OF THIS PROJECT. THE SLOPE OF THE CHANNEL SHALL BE SUCH THAT IT PROVIDES ACCURATE DRAINAGE THROUGHOUT THE ENTIRE LENGTH OF THE CHANNEL.
3. IT SHALL BE THE RESPONSIBILITY OF THE EARTHWORK CONTRACTOR TO MAINTAIN DRAINAGE OR PROVIDE DRAINAGE DIVERSIONS AT ALL TIMES DURING EARTHWORK OPERATIONS. THE COST FOR ALL MATERIALS REQUIRED FOR THIS WORK IS TO BE INCLUDED IN THE BID.

NO.	DATE	REVISION RECORD DESCRIPTION

Civil & Environmental Consultants, Inc.
250 Old Wilson Bridge Road - Suite 250 - Worthington, OH 43085
614-540-6633 - 888-588-6808
www.cecinc.com

CONSTRUCTION SITE PLAN
ESTES EXPRESS LINES
FRANK ROAD
SHOP EXPANSION
FRANKLIN TOWNSHIP

SITE PLAN	DATE: NOVEMBER 2017	DRAWN BY: CLM
	DWG SCALE:	CURB
	PROJECT NO:	172-459
	APPROVED BY:	TLW



Commissioners
 Marilyn Brown, President
 Paula Brooks
 John O'Grady

Economic Development & Planning Department
 James Schimmer, Director

Application for Zoning Variance

Revised January 1, 2009



Property Information	
Site Address 999 E. Cooke Rd.	
Parcel ID(s) 130-00150-00 130-001510	Zoning Franklin County Rural
Township Clinton	Acreage 2 1.98
Water Supply <input checked="" type="checkbox"/> Public (Central) <input type="checkbox"/> Private (Onsite)	Wastewater Treatment <input type="checkbox"/> Public (Central) <input checked="" type="checkbox"/> Private (Onsite)

Applicant Information	
Name/Company Name Kathryn Hawkins	
Address 999 E. Cooke Rd Columbus, OH 43224	
Phone # 614/209-1460	Fax #
Email Happytoeshomestead@gmail.com	

Property Owner Information	
Name/Company Name Kathryn Hawkins	
Address 999 E. Cooke Rd Columbus, OH 43224	
Phone # 614/209-1460	Fax #
Email Happytoeshomestead@gmail.com	

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

Staff Use Only
Case # VA-3926
Date filed: 10/10/18
Fee paid 350.00
Receipt # 18-03646
Received by: TB
Hearing date: 11/19/19
Zoning Compliance: RZ-18-355

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

Case #

3926

Variance(s) Requested	
Section	512.02(1)
Description	Proposing 3 accessory buildings
Section	512.02(2)
Description	Proposing 2976 sq.ft. in accessory buildings
Section	
Description	

Describe the project

Requesting the addition of a high tunnel on the south side of my property to allow me to grow vegetables year round + protect them from animals. The structure is not permanent, consisting of metal poles + plastic walls - no foundation. This is a kit made by Tunnel Vision + will be installed by professionals.

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.

This property has been allocated grant funds to install a high tunnel + other grant funds to allow for local foods to be made accessible to local (Linden area) low income individuals. This high tunnel would allow for longer vegetable seasons to help local community members. This property is also

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 zoning interpretation currently restricts my ability to grow food + to use my land effectively (in an approved method per zoning - agriculture + personal) because without this structure, my vegetable are heavily damaged by deer, pests, + other wildlife. large enough to be agriculture + prone to wildlife issues.

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

The productivity of the land, it's size, + it's wildlife issues that heavily impact growing conditions have nothing to do with my actions. My use of food to support local community is connected to my actions.

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.

There is no advantage as this structure, while technically deemed an accessory building, does not provide the benefits of a permanent building - this is temporary, not used for storage or living areas, has no foundation - it is a large greenhouse.

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 - nearby individuals would actually benefit from a more attractive view (healthy plants, well managed yard space) + better access to Friendly Food baskets from the field

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

The lack of a high tunnel will reduce vegetable production season by several months, and we will have damage from animals/pests (we lost all paste + beefsteak tomatoes in 2018 to deer + pests). This is the most effective, aesthetic way to use the area.

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

1 extra accessory building (temporary) + additional 1,536 sqft of accessory building (but this is still soil, just enclosed)

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 - a lot of vegetable growers + greenhouses/hoophouses in the 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)

Not at all

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

Yes - tried to make growing food work for 2 seasons before requesting this because we didn't know how heavy pest/wildlife pressure would be

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

Fencing + hunting could help with deer but not pests + this is the only solution for season extension

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

Yes - this variance would benefit our family + our community as it enables us to donate more produce to Linden Food Pantry + give access to SNAP/EBT + WIC + senior shoppers in Linden.

Also, aesthetically, this will create a well-maintained, healthy vegetable patch versus a diseased, half eaten + unproductive one.

Application instructions

Please submit the following:

1) **Application Form**

Completed application form with notarized signatures

2) **Fee – non refundable**

Checks only payable to *Franklin County Treasurer*

3) **Covenants or deed restrictions.**

Provide a copy of your deed with any deed restrictions

You can find your deed at:

www.franklincountyohio.gov/recorder

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

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

You can find the map at:

www.franklincountyohio.gov/auditor

5) **Site map**

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

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

6) **Proof of utility service**

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

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

Case #

3926

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.

Kathryn BA Hawkins
Applicant

10/10/18
Date

Kathryn BA Hawkins
Property Owner (Signature must be notarized)

10/10/18
Date

Property Owner (Signature must be notarized)

Date

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

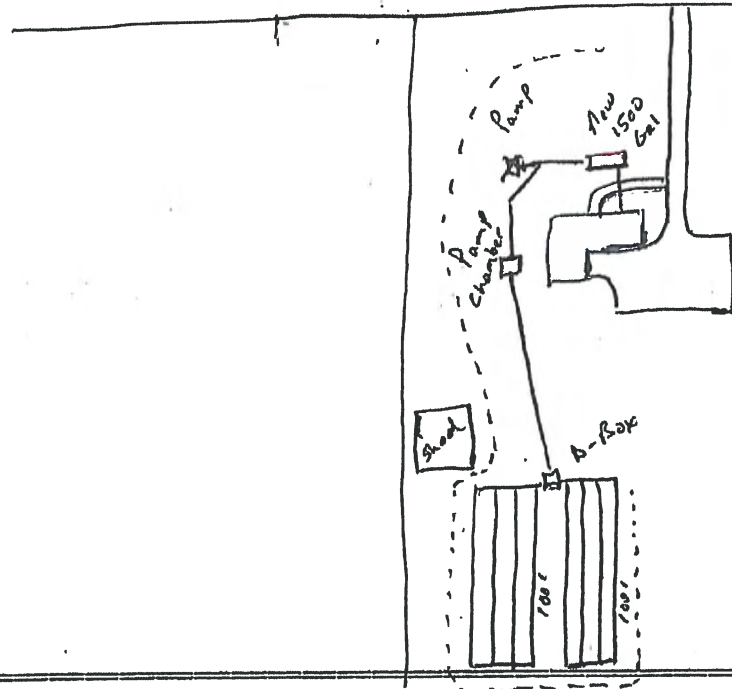
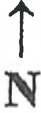
****Approval does not invalidate any restrictions and/or covenants that are on the property.**

*Verified Kathryn BA Hawkins identity with original driver's License on 10/10/18
Michelle Hudak, Notary Public*



MICHELLE HUDAK
Notary Public, State of Ohio
My Commission Expires
September 29, 2020

See Attachment 1 Drawing Completed By Ty Cook



VA-3926

Sanitarian notes to Installer _____

State, County Engineer, or Township approval will be necessary for off-lot aeration tile connections and/or curtain drain connections maintained by these entities.

Approved Disapproved Date: _____

(Signature of Official)

Official's notes to the Installer/Sanitarian: _____

OFFICE USE ONLY

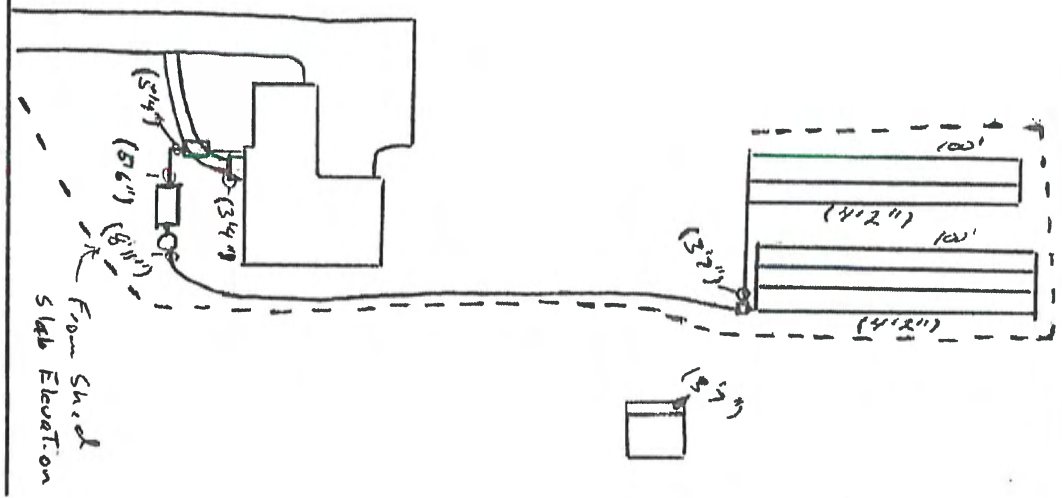
Approved By: [Signature] Date: Jan. 27 04
(Sanitarian) BAUMAN Paid By: BAUMAN
Fee: \$ 150 #285 A Permit # SPR 2004-06
Date Issued: 1/27/04

[Signature: Susan A. Tilgner]

SUSAN A. TILGNER, MS, RD, LD, RS
HEALTH COMMISSIONER

Public Health
sewage record
130-00150-00

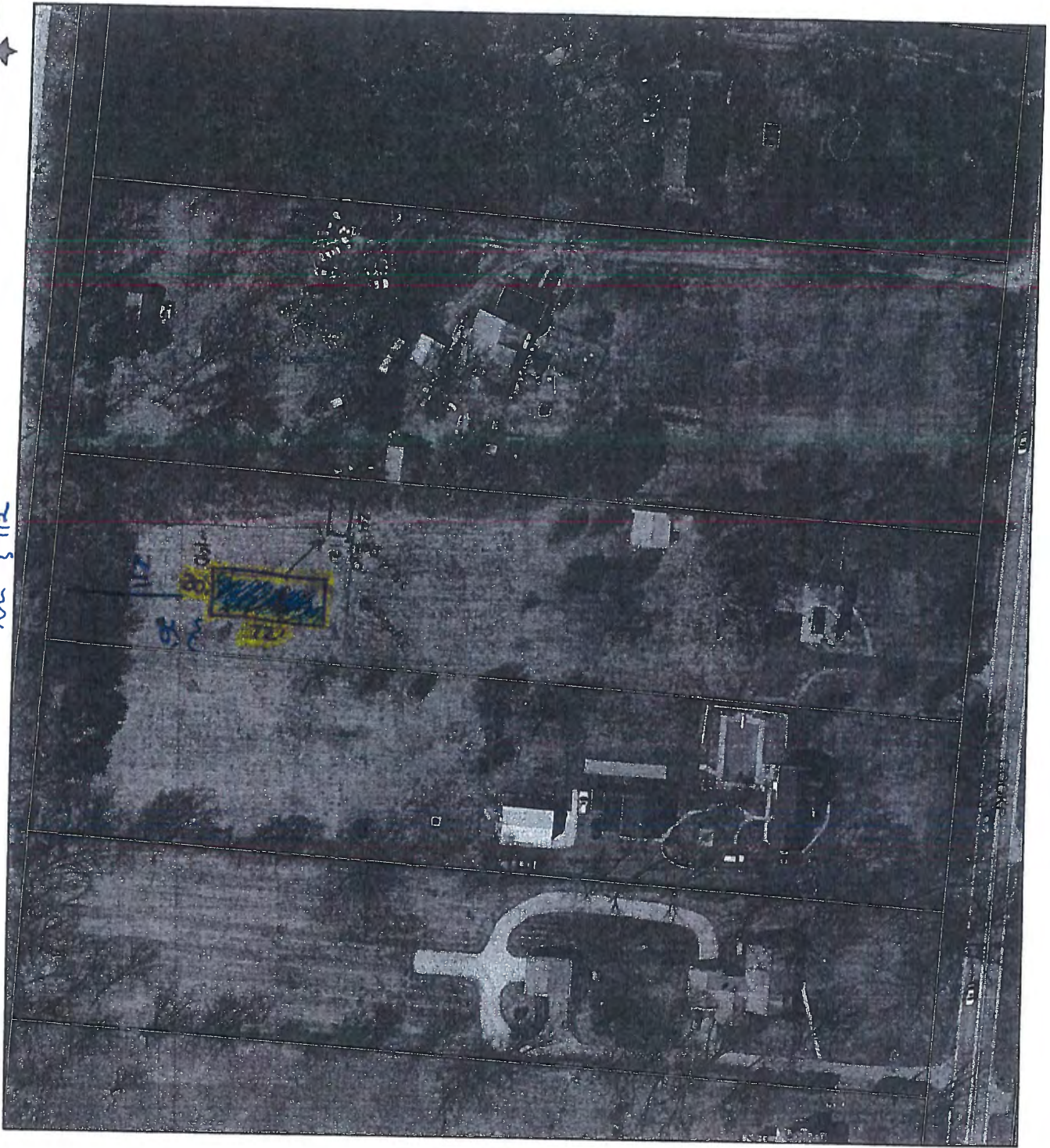
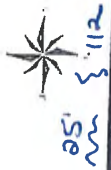
E. Cook Rd



From Street
Slab Elevation

VIA-3926

RECEIVED
OCT 08 2018
11
Franklin County Planning Department
Franklin County, OH



30x72'

UA - 3926

RECEIVED
OCT ~~03~~ 2018
11
Franklin County Planning Department
Franklin County, OH

VA-3926

RECEIVED

OCT 03 2018

11

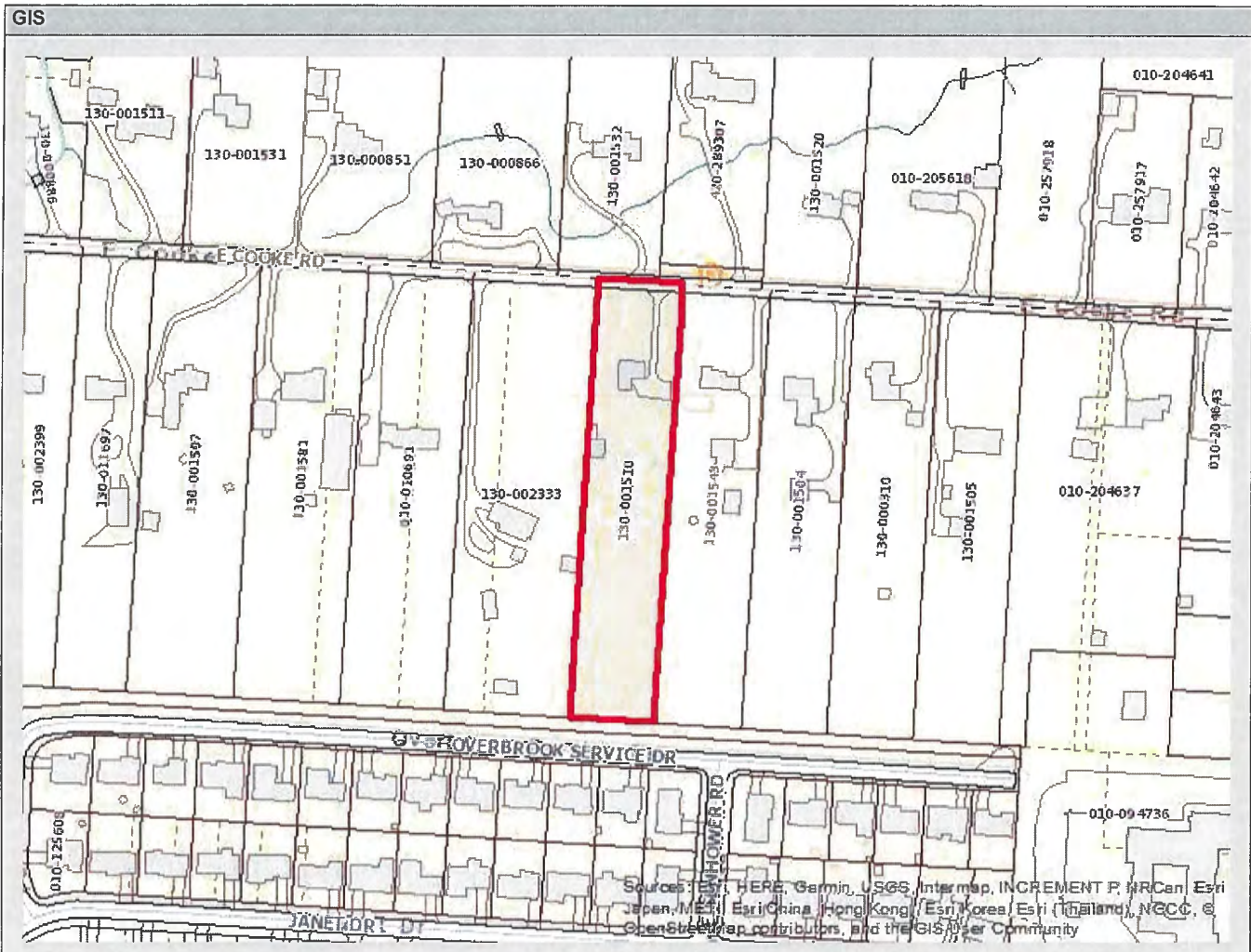
Franklin County Planning Department
Franklin County, OH



MAP(GIS)

Generated on 10/09/2018 at 09:13:09 PM

Parcel ID	Map Routing No	Owner	Location
13000151000	1300014A 04800	HAWKINS JACOB	999 COOKE RD E



Disclaimer

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

The information on this web site is prepared for the real property inventory within this county. Users of this data are notified that the public primary information source should be consulted for verification of the information contained on this site. The county and vendors assume no legal responsibilities for the information contained on this site. Please notify the Franklin County Auditor's Real Estate Division of any discrepancies.



Commissioners
 Marilyn Brown, President
 Paula Brooks
 John O'Grady

Economic Development & Planning Department
 James Schimmer, Director

Application for Zoning Variance

Revised January 1, 2009



Property Information	
Site Address 1920 Todd Ave	
Parcel ID(s) 150-000612 150-000613 150-000614	Zoning Residential Rural
Township Hamilton	Acreage 27 (total)
Water Supply <input type="checkbox"/> Public (Central) <input type="checkbox"/> Private (Onsite) NA	Wastewater Treatment <input type="checkbox"/> Public (Central) <input type="checkbox"/> Private (Onsite) NA

Applicant Information	
Name/Company Name Gregory M. Caracore	
Address 1056 Seacrest Ave Columbus OH 43207	
Phone # 614-595-4324	Fax #
Email gmc88tw@qmail.com	

Property Owner Information	
Name/Company Name Deese Community Baptist Church	
Address 1929 Daugherty Ave Columbus OH 43207	
Isaac Wampler	
Phone # 740-474-4155	Fax #
Email workiw@msn.com	

Agent Information (if applicable)	
Name/Company Name Cindy Vannicelli / e-Merge Real Estate	
Address 105 W. Mound St Circleville OH 43113	
Phone # 740-497-1860	Fax # 740-500-1464
Email CindyVrealtor@yahoo.com	

Staff Use Only
Case # VA-3927
Date filed: 10/11/18
Fee paid 350.00
Receipt # 18-03647
Received by: TB
Hearing date: 11/19/18
Zoning Compliance:

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

Variance(s) Requested	
Section	512.02(a) - set back required 5 ft for lots under 1 acre
Description	
Section	512.02(a) (J) - Accessory structures not permitted in absence of principal structure
Description	
Section	110.041 - must have 60 ft of abutment to build on non-conforming lots.
Description	

Describe the project

Combine the three parcels into one total of .27 acre
 Build a 24'w x 55' long x 14' peak garage w/4 doors
 Combining the three parcels will take care of the section
 issues w/ 512.02(a) + 110.041.
 #512.02(a) (J) - the proposed structure is the best use of the
 land at this time due to NO city water/sewer services being
 present in the community at this time.

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.

Yes, there are no public utilities available + no current well or septic. with the small lot size a standard septic is not going to be a possibility. Applicant will not need a well + septic for the garage.

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.

There are other properties in the area that have only garage's on a lot, and other properties that have had the zoning changed to suit the needs of the property owner.

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

The vacant land is just vacant land with no improvements. No changes have been made

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 special privilege, there are other properties in the area that have the same circumstances.

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 adverse effects, garage will only be used to store "classic vehicles" No commercial activities or any disturbances to surrounding properties

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

Not for this buyer.

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

only variance requesting is for ability to build garage without a hoist.

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 harm would result

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

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

No adverse effects.

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

In process of buying, will only buy if allowed to build garage.

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

Not according to township zoning

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

yes it would allow the church to sell the property and the buyer to make best use of the property.

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.

Dugan M Casarose
Applicant

9-6-18
Date

[Signature]
Property Owner (Signature must be notarized)
See attached jurat for notarization

10-11-2018
Date

Property Owner (Signature must be notarized)

Date

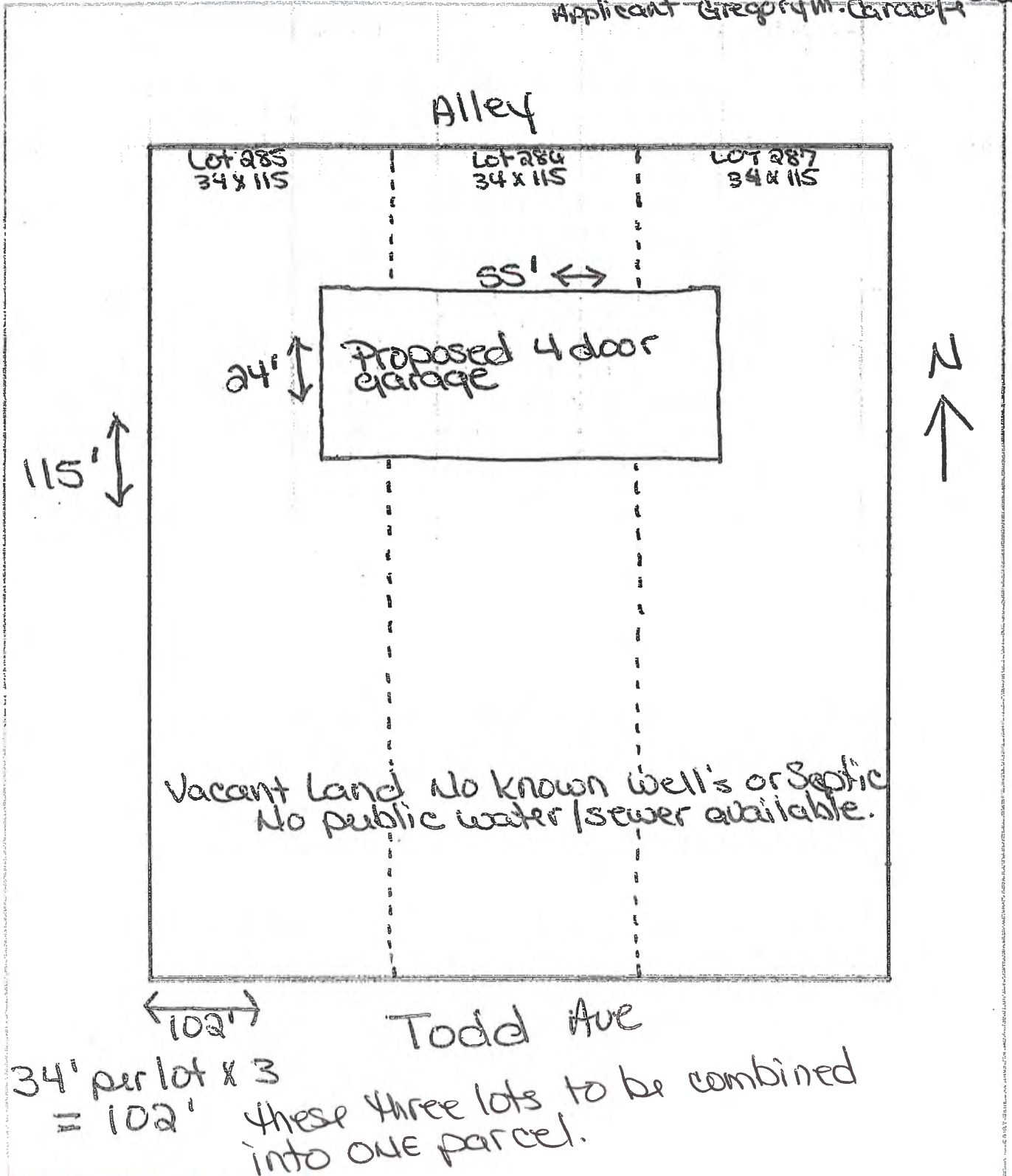


[Signature]
JAMIE A. EDWARDS
Notary Public, State of Ohio
My Commission Expires 05-13-2023

*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.

Applicant Gregory M. Carver



RECEIVED

OCT 11 2018

Franklin County Planning Department
Franklin County, OH

VA-3927

Each block = 4'



Commissioners
 Marilyn Brown, President
 Paula Brooks
 John O'Grady

Economic Development & Planning Department
 James Schimmer, Director

Application for Zoning Variance

Revised January 1, 2009



Property Information	
Site Address 1333 N Wilson Rd, Columbus, OH 43204	
Parcel ID(s) 142-000002-00	Zoning Rural
Township Franklin	Acreage .885
Water Supply <input type="checkbox"/> Public (Central) <input checked="" type="checkbox"/> Private (Onsite)	Wastewater Treatment <input type="checkbox"/> Public (Central) <input checked="" type="checkbox"/> Private (Onsite)

Applicant Information	
Name/Company Name Calvin Lemon	
Address 1333 N Wilson Rd Columbus, OH 43204	
Phone # 937-623-4215	Fax #
Email calvinalemon@gmail.com	

Property Owner Information	
Name/Company Name Calvin Lemon	
Address 1333 N Wilson Rd Columbus, OH 43204	
Phone # 937-623-4215	Fax #
Email calvinalemon@gmail.com	

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

Staff Use Only
Case # VA-3928
Date filed: 10/11/18
Fee paid 350.00
Receipt # 18-03649
Received by: TB
Hearing date: 11/19/18
Zoning Compliance:

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

Variance(s) Requested	
Section	512.02.1
Description	Section & paragraph limits # of accessory structures to (2); proposing (3) accessory structures.
Section	512.02.2
Description	Section & paragraph limits total area of accessory structure to 720sf; proposing a total area of 1634sf.
Section	
Description	

Describe the project
The project's intent is to improve this property through the addition of a new 30'x40' post frame garage structure, to be located ~147' west of the public R/W and 6' north of the property's southern property line. New garage structure will provide additional enclosed vehicle parking and personal storage area, while allowing original 15'x19' garage to remain, along with existing 12.2' square frame shed, thereby maximizing the existing structures which are in good, serviceable condition. Proposal maintains visibility and easy access from front of property (east side) to back of property. Existing frame garage will be returned to it's original 15'x19' configuration and refinished to match existing house.

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

- Are there special conditions or circumstances applying to the property involved that do not generally apply to other properties in the same zoning district.
Yes; this property is considerably larger, at .885 acres, than the majority of surrounding area residential properties, with a vast, mostly unused backyard area which is mostly secluded from the surrounding roadways and properties.
- 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.
Most surrounding properties are allowed to occupy a much greater percentage of the property's overall area with accessory structures than would be allowed on this property; for example, of the 7 properties abutting mine to the north, 6 are .13 acres; 720sf on .13 acres is 12.7%, while 720sf on .885 acres is only 1.9%. 1634sf on .885 acres would be 4.2% of the total area.
- That the special conditions and circumstances, listed under question #1, do not result from any actions of the applicant.
Correct, aside from choosing to purchase the property, as I purchased this property in December 2011 in its current configuration and with its current structures.

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.

Correct, this variance will allow me to achieve utilization of my property at a level which is on-par with the level of utilization afforded to surrounding residential properties.

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; this proposed project will add a simple, modern, pleasant looking garage structure well out of the public domain. Its

appearance will resemble typical detached garage structures (see attached example rendering) and will provide valuable additional parking and personal storage space to my property, thereby reducing the number of vehicles parked outside.

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

Yes, the property is fully usable and habitable in its current condition, however North Wilson Rd can create difficulties with backing into the driveway when necessary, particularly when towing a trailer.

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

Requesting a 3rd accessory structure and a total accessory structure area 914sf greater than the allowed 720sf. Area calculation: retained 15'x19' original garage=285sf, existing 12.2' square shed=149sf, new 30'x40' structure=1200sf. Grand Total = 1634sf.

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 neighborhood does not have a standard design element and the 3rd structure will have a typical detached garage appearance.

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)

This 3rd structure should have no impact on public services, as it is well out of public domain, but still easily accessible if necessary (e.g., in the event of a fire, trucks could easily reach this structure via the access drive.

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

I did not have specific knowledge of the zoning restrictions, but admittedly I did not seek out the information at the time of purchase, as I did not have this project in mind at that time, which was nearly 7 years ago.

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

On this property, I would have to entirely demolish two serviceable structures and build a 24'x30' three-car detached garage to stay within the zoning restrictions and come close to the goal of this project, but would end up with much less overall parking and storage area.


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

Yes, I believe the spirit and intent of the zoning restrictions on accessory buildings is to ensure that properties are not overwhelmed


and/or dominated by massive garages or similar; this proposed structure, while large, will still be a small portion of the overall property.

Affidavit

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


Applicant

10/11/18
Date


Property Owner (Signature must be notarized)

10/11/18
Date

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.



X - 
10-11-2018

ASHLEY EUBANKS
Notary Public, State of Ohio
My Commission Expires 10-22-2020

Application instructions

Please submit the following:

1) **Application Form**

Completed application form with notarized signatures

2) **Fee** – non refundable

Checks only payable to *Franklin County Treasurer*

3) **Covenants or deed restrictions.**

Provide a copy of your deed with any deed restrictions

You can find your deed at:

www.franklincountyohio.gov/recorder

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

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

You can find the map at:

www.franklincountyohio.gov/auditor

5) **Site map**

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

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

6) **Proof of utility service**

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

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

VA-3928

RECEIVED
OCT 11 2018
Franklin County Planning Department
Franklin County, OH

RECEIVED
OCT 11 2018

MORTGAGE LOCATION SURVEY

075011

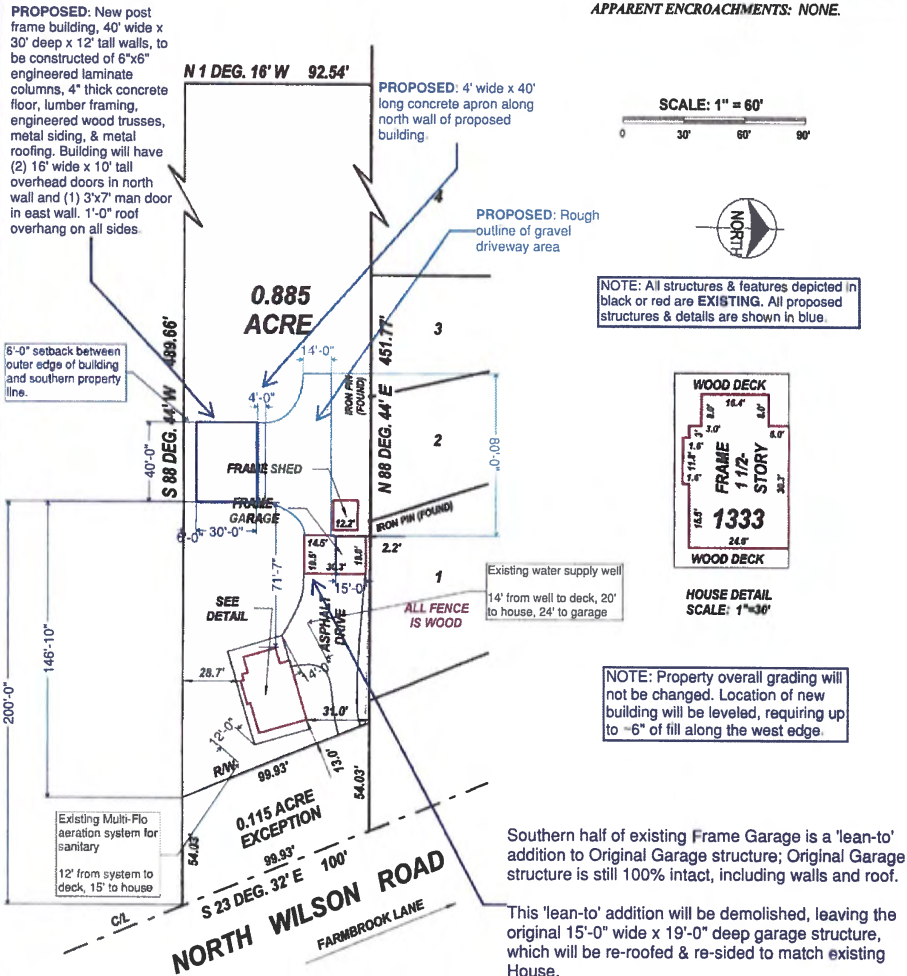
TITLE COMPANY: NORTHWEST SELECT TITLE AGENCY
LENDER: FIFTH THIRD MORTGAGE COMPANY
BUYER: CALVIN LEMON
SELLER: JOYCE RIDDLE, EXECUTOR
DATE: 12/19/11
ORDER NO.: 0750-11

LEGAL DESCRIPTION: BEING 0.885 ACRE (1 ACRE EXCEPTING 0.115 ACRE) (PART OF VIRGINIA MILITARY SURVEY NO. 3316), TOWNSHIP OF FRANKLIN, COUNTY OF FRANKLIN, STATE OF OHIO.

PARCEL NO. 142-000002-00 TITLE CO. FILE NO. NWS-5283



APPARENT ENCROACHMENTS: NONE.



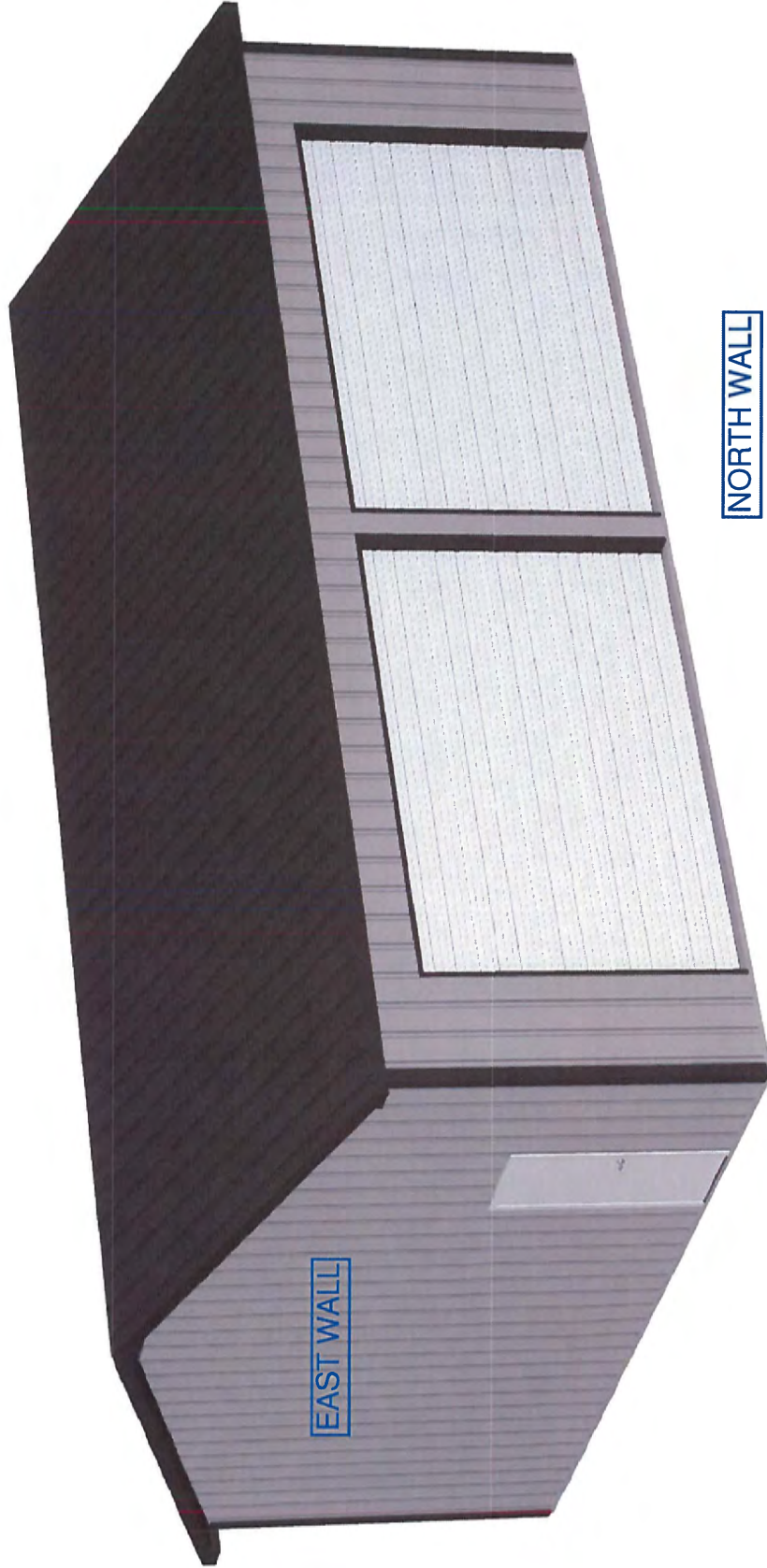
P.O. Box 1902
Westerville, Ohio 43086-1902
Phone: (614)378-9140
Fax: (614)891-5889
CompassSurveying@yahoo.com

We hereby certify that the foregoing MORTGAGE LOCATION SURVEY was prepared in accordance with Chapter 4733-38, Ohio Administrative Code and is not a boundary survey pursuant to Chapter 4733-37 Ohio Administrative Code. This plat is prepared for mortgage loan and title purposes only and does not show the location of fences or landscaping. This plat is not to be used for the determination of any improvements.

By
G. Dean Erlebach
Ohio Registered Surveyor No. 7272



RENDERING OF PROPOSED 30' x 40' POST FRAME BUILDING



EAST WALL

NORTH WALL

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OCT 11 2018
Franklin County Planning Department
Franklin County, OH

VA-3928



Application for Zoning Variance

Revised January 1, 2009



Commissioners
 Marilyn Brown, President
 Paula Brooks
 John O'Grady

Economic Development & Planning Department
 James Schimmer, Director

Property Information	
Site Address 3867 Noe Bixby Rd	
Parcel ID(s) 180-001239	Zoning Limited Sub. Residential (R-2)
Township Madison	Acreage 1.07
Water Supply <input type="checkbox"/> Public (Central) <input checked="" type="checkbox"/> Private (Onsite)	Wastewater Treatment <input type="checkbox"/> Public (Central) <input checked="" type="checkbox"/> Private (Onsite)

Applicant Information	
Name/Company Name Kevin Day	
Address 3867 Noe Bixby Rd Columbus, OH 43232	
Phone # 614-207-9003	Fax #
Email bigday2007@hotmail.com	

Property Owner Information	
Name/Company Name Kevin Day	
Address 3867 Noe Bixby Rd Columbus, OH 43232	
Phone # 614-207-9003	Fax #
Email KD bigb bigday2007@hotmail.com	

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

Staff Use Only
Case # VA - 3930
Date filed: 10-10-18
Fee paid 350.00
Receipt # 18-03657
Received by: PJA
Hearing date: 11-19-18
Zoning Compliance: R2-17-259

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

Case # 3930

Variance(s) Requested	
Section	512.02 (2a)
Description	Location, Number and Size of residential accessory building
Section	610.05(3)
Description	Permitted uses in Floodway Fringe
Section	
Description	

Describe the project

28 x 32 pole barn/garage build on The northeast corner of back yard next to driveway.

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

- Are there special conditions or circumstances applying to the property involved that do not generally apply to other properties in the same zoning district.
No Yes. The property map shows a Flood plane zone covering a partial area of where the proposed structure would need to be located
- 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 proposed building would be on the north side of the existing structure, the front of the house faces west towards Noe Bixby Rd.
- That the special conditions and circumstances, listed under question #1, do not result from any actions of the applicant.
~~NO~~ ^{KD} NO

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.

The location of The proposed building is The only reasonable locatton. The building would be partialy in The Flood zone area and partialy out of it.

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

No

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

No

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

Proposed building would be partialy in Flood zone and in Front of house.

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

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

None

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

No

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

No

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

yes

Case # 3930

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.

Norm E Day
Applicant

10-10-18
Date

Norm E Day
Property Owner (Signature must be notarized)

10-10-18
Date

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.**



JAMIE A. EDWARDS
Notary Public, State of Ohio
My Commission Expires 05-13-2023

Jamie A. Edwards
10.10.18



v A-3930

RECEIVED

OCT 12 2018

Franklin County Planning Department
Franklin County, OH

11/29/2017

VA-3930

RECEIVED

OCT 12 2018

Franklin County Planning Department
Franklin County, OH



85 feet off
Wingate Rd
40 feet off
House
200 feet off
Rear Lot