



Violet Township, Ohio  
**Development Plan**

Application For:

# Violet Grove

**Submitted On:**  
February 5, 2026

**Submitted For:**  
**Arbor Homes**

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**Tab 1 – Development Text**

**EXHIBITS**

**Tab 2 – Deed Restrictions**

**Tab 3 – Adjacent Neighbors**

**Tab 4 – Boundary Survey and Legal Description**

**Tab 5 – Final Development Plan Exhibits**

- Exhibit 'A1' – Regional Context Plan
- Exhibit 'B1' – Existing Conditions Plan
- Exhibit 'B2' – Vicinity Plan
- Exhibit 'C1' – Development Plan
- Exhibit 'C2' – Open Space Plan
- Exhibit 'C3' – Signage Plan
- Exhibit 'C4' – Illustrative Plan

**Tab 6 – Landscape Plan Exhibits**

- Exhibit 'D1' – Site Landscape Key
- Exhibit 'D2' – Southern Landscape Enlargement
- Exhibit 'D3' – Northern Landscape Enlargement
- Exhibit 'D4' – Western Landscape Enlargement
- Exhibit 'E1' – North Open Space Enlargement
- Exhibit 'E2' – Entry Enlargement
- Exhibit 'E3' – CBU & Landscape Details I
- Exhibit 'E4' – Landscape Details II
- Exhibit 'E5' – Landscape Details III
- Exhibit 'F1' – Existing Trees
- Exhibit 'F2' – Existing Trees Index
- Exhibit 'G1' – Graphic Display Plan Key
- Exhibit 'G2' – Graphic Entry Display
- Exhibit 'G3' – Graphic Frontage Display
- Exhibit 'G4' – Graphic Open Space Display
- Exhibit 'G5' – Graphic Buffer Display

**Tab 7 – Architectural Exhibits**

- Exhibits 'H1' Through 'H26' – Architecture

**Tab 8 – Engineering Exhibits**

- Exhibit 'J' – Grading & Utility Plan
- Exhibit 'K' – Roadway Profiles

**Tab 9 – Serviceability Letters**

- Exhibit 'M' – Engineering Feasibility Letter
- Exhibit 'N' – Water & Sewer Servicing Letter

TAB 1  
DEVELOPMENT PLAN TEXT

## **3N: CGPOD - Community Gathering Place Overlay District**

### **3N1 – Purpose**

The Community Gathering Place Overlay District (CGPOD) is created pursuant to Section 519.021(C) of the Ohio Revised Code. Its purpose is to promote a well-planned, aesthetically appealing, and sustainable community. The district encourages a mix of residential, commercial, community, and recreational uses while prioritizing design elements that foster connectivity, enhance public spaces, and protect community character. The CGPOD achieves this purpose by allowing mixed-use development that:

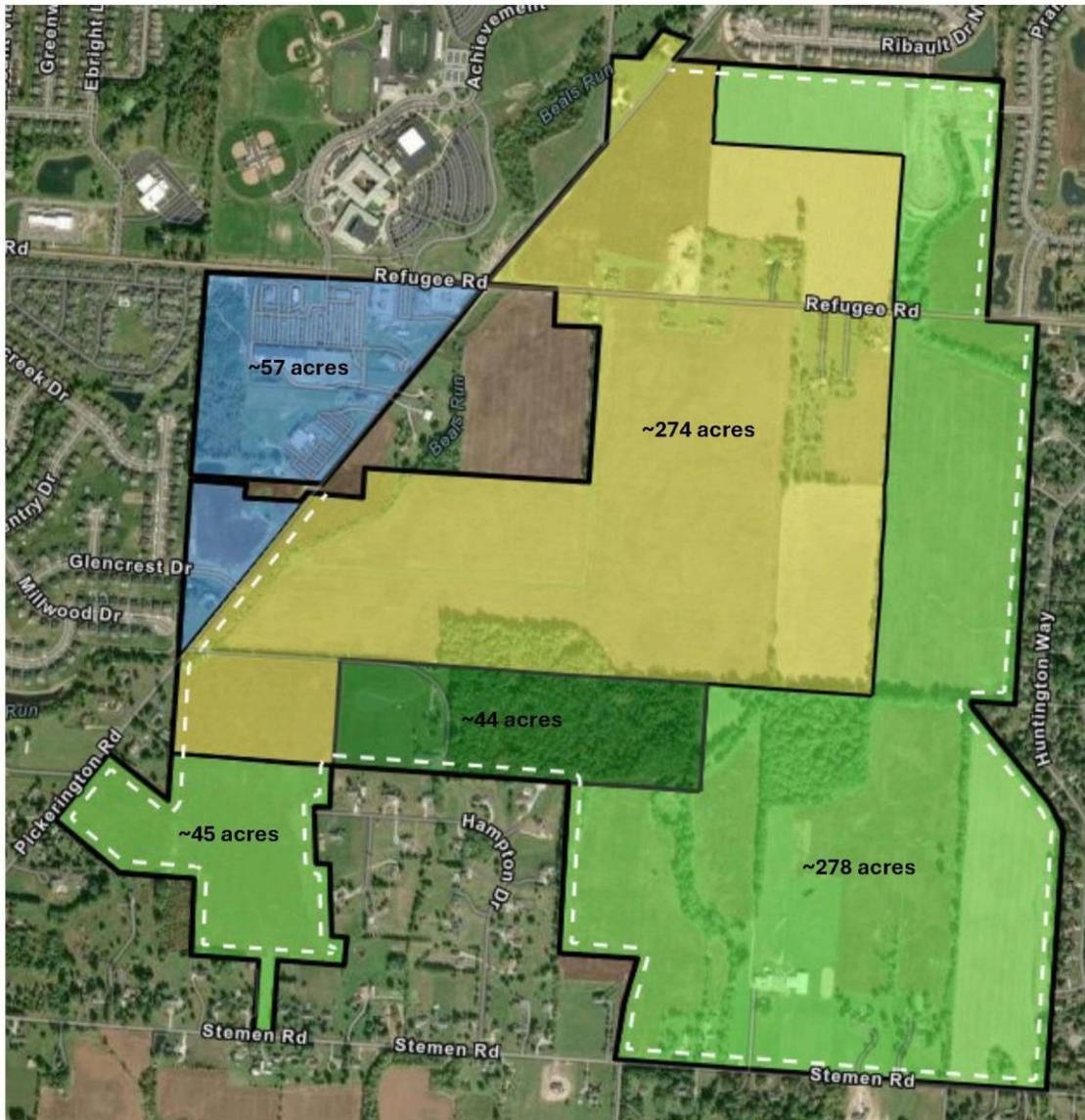
1. Creates a dynamic space by seamlessly integrating a variety of uses to foster vibrant community interactions;
2. Promotes multi-generational development by incorporating a range of lot sizes, including smaller lots for young professionals and seniors seeking downsized living, alongside larger lots designed for established families requiring more space, ensuring diverse and inclusive housing options within the community;
3. Encourages mixed-use development with business-friendly districts to drive economic growth for Violet Township by attracting investment, increasing the commercial tax base, and supporting local businesses;
4. Fosters distinctive architectural styles that reflect Violet Township’s heritage to create visually appealing and cohesive developments;
5. Encourages designs that minimize environmental impacts and conserve environmentally sensitive or unique natural, historic, or cultural features;
6. Establishes a network of trails and walkways to link neighborhoods, parks, schools, and local businesses;
7. Integrates green spaces to enhance the natural beauty of the area and serve as gathering spots for residents;
8. Incorporates landscaping and buffering to ensure compatibility with adjacent development and protect community character;
9. Enables design reviews to ensure that projects align with surrounding development and Township goals; and
10. Encourages innovative planning and design that balances residential, commercial, and recreational uses while maintaining Violet Township’s identity.

The Stemen Road Project is designed to be consistent with purpose of the Community Gathering Place Overlay District. The responses and exhibits located within this development plan and application will reflect this.

### **3N2 - Overlay Area**

The Community Gathering Place Overlay District (CGPOD) is created pursuant to Section 519.021(C) of the Ohio Revised Code. It encompasses, including and overlaying, all land bounded by the CGPOD boundaries in Figure 3N2.01 as of the effective date of this amendment to the Violet Township Zoning Resolution. These boundaries reflect and align with the recommendations outlined in the Vision for Violet 2022 Comprehensive Plan.

# Mixed-Use Overlay Subareas



- Suburban Residential
- Mixed-Use
- General Business

- Estate Residential
- Buffer

\*\*40 acres of community space will be required throughout the district.



### **3N3- Effect of the CGPOD Designation**

The Community Gathering Place Overlay District (CGPOD) introduces a framework for innovative development within its boundaries. The following provisions govern the implementation and effect of the CGPOD designation:

1. As of the effective date of this amendment, all the land bounded by the CGPOD boundaries in the maps above is eligible for CGPOD Overlay zoning;
2. The Violet Township Zoning Resolution currently in place shall continue to apply to all property within the CGPOD boundaries unless the Township Trustees approve an application by an owner of property within the CGPOD boundaries to subject the owner's property to the regulations of the CGPOD;
3. The application shall be made pursuant to the regulations of Chapter 3N of the Township Zoning Resolution, including a Development Plan in compliance of said Chapter;
4. Upon receiving the application, the Township Trustees shall determine whether the application and Development Plan comply with the regulations of Chapter 3N. This determination shall not be considered as an amendment to the Township Zoning Resolution for purposes of Section 519.12 of the Ohio Revised Code, but may be appealed pursuant to Chapter 2506 of the Ohio Revised Code;
5. If the Township Trustees determine that the application and Development Plan do not comply with the regulations of Chapter 3N of this Resolution, then the Township Trustees shall deny the application. The applicant may file a Chapter 2506 appeal pursuant to Section 519.021(C) of the Ohio Revised Code; and
6. If the Township Trustees determine that the application and Development Plan comply with the regulations of Chapter 3N, then they shall approve the application and change the zoning map so the underlying zoning no longer applies to such property, with the property now being located in the CGPOD and subject to the regulations of Chapter 3N. The approval of the application and Development Plan and the removal of the prior zoning from the zoning map is an administrative, ministerial act and shall not be considered an amendment to the Township Zoning Resolution.

### **3N4 – Procedures**

All applications to submit property to the CGPOD regulations shall follow the procedures outlined below:

1. **Preapplication Meeting:** The applicant shall engage in informal consultations with staff from the Township. Such consultations may also include and are strongly encouraged with the Fairfield County Regional Planning Commission, the Fairfield County Engineer, one or two representatives from the Township Zoning Commission, and other departments prior to submission of an application for approval of a Development Plan. No statement or action by Township or County officials in the course of these informal consultations shall be construed to be a waiver of any legal obligation of the applicant or of any procedure of formal approval required by the Township or County statutes or rules. Ohio's Open Meetings Laws (Section 121.22 of the Ohio Revised Code) are required to be observed at all meetings involving a quorum of members of the Zoning Commission or Trustees.

The application should provide a conceptual layout of the proposed development to allow discussion of the existing features of the site, environmental limitations of the site, and any utility and transportation-related matters.

The applicant held a pre-application meeting with the township on 11.06.2025.

2. **CGPOD Development Plan Schedule:** Each year the Violet Township Trustees shall adopt a CGPOD Development Plan schedule, which shall include monthly submittal deadlines for CGPOD applications. The submittal deadline immediately following the submission of a completed application, as determined by the Zoning Inspector, shall be considered the "submittal date" of said application.

Each year the Zoning Commission shall adopt a CGPOD Work Session Schedule that includes one work session per month within twenty-one (21) days of each month's submittal deadline established by the Township Trustees. The purpose of the monthly work sessions is to review any proposed CGPOD applications including associated development plans and to provide informal feedback to the Township Trustees prior to the required Trustee Public Hearing.

3. **Application and Development Plan:** The applicant shall prepare and submit a formal application and Development Plan, with a minimum of five (5) hard copies, along with an electronic copy and any and all applicable fees to the Violet Township Zoning Inspector. The application shall be signed by the applicant and all owners of the property. The Violet Township Trustees may request that any County agency submit comments for consideration at the meeting.

The application shall include a Development Plan and be accompanied by the following supporting information and documentation in text and map form:

- (a) The names and addresses of property within, contiguous to, and directly across the street as they appear on the County Auditor's then current tax list.

Please refer to tab 3 for adjacent property address labels.

- (b) A survey plat and legal description signed by a registered Ohio surveyor showing

the size and location of the Tract to be developed.

Please refer to tab 4 for the legal description as well as the boundary survey.

- (c) A grading plan drawn to scale of 1" = 100', or to another scale acceptable to the Zoning Inspector, showing all information pertaining to surface drainage for the Tract.

Please refer to Tab 8 for the grading plan articulating surface drainage.

- (d) An explanation of the method/structure and proposed documentation and instruments to be used in order to perpetually own, maintain and preserve the required open space. The location, size, and proposed use(s) of all open space areas shall be detailed.

Please refer to Tab 2, for the deed restrictions outlining the ownership[ and maintenance of the openspace.

- (e) A Traffic Impact Study (TIS) may be required as indicated below: A Traffic Analysis when required by and in accordance with the applicable provisions of the Fairfield County Roadway Design Manual).

- i. A Traffic Analysis, when required, shall be signed and sealed by a Professional Engineer (preferably a Professional Transportation Operations Engineer) and shall include all information required by the Fairfield County Engineer's office (FECO), the Fairfield County Subdivision Regulations, the Fairfield County Roadway Design Manual, the Violet Township Access Management Regulations, the Ohio Department of Transportation (ODOT) or any third-party Engineering firm hired by the Township, as applicable.
- ii. The recommendations included in a Traffic Analysis, when required, shall be approved by the permitting authority of the applicable roads to which the recommendations apply. In the case of Township Roads, the Township may utilize a third-party Engineering firm or the County Engineer's office to review and approve the recommendations of the Traffic Analysis.
- iii. The applicant may delay the Traffic Analysis until after the Development Plan has been approved by the Township Trustees, provided the following information is submitted to the Zoning Inspector at the time of the Zoning Permit application:
  - 1. A copy of a letter(s) from the permitting authority(ies) of the applicable roadway(s), indicating that the applicant has completed a Traffic Analysis and that said permitting authority(ies) has (have) reviewed and approved said Traffic Analysis.

2. A copy of an agreement or other acceptable form of commitment between the applicant and the permitting authority(ies) of the roadway(s), outlining the funding commitments for constructing the required improvements within the Traffic Analysis in accordance with the time frames in the approved study.
3. If an applicant is unable to provide the above information, then the Zoning Permit shall be denied by the Zoning Inspector and a new Development Plan must be approved by the Township Trustees in accordance with Section 3N4.

The applicant's traffic engineer has submitted a TIS study to the township for review and approval, a copy of which has been included with this application.

4. **Development Plan Contents:** The Development Plan must be drawn to a scale of at least 1" = 100', or to another scale acceptable to the Zoning Inspector, and include in text and map form the following proposed features:

- (a) Proposed name of the development and its location.

The proposed name of the development Violet Grove. The project is located on Stemen Road At the northern terminus of Allen Road and is called out on all relevant exhibits within this development plan.

- (b) Names and addresses of the applicant, owners, and developers.

The applicant is G2 Planning and Design 720 East Broad Street Columbus, OH 43215.  
The developer is Arbor Homes 6797 N High St #238, Worthington, OH 43085,  
The property owners are Herbert Lindsay 5880 Scarborough Blvd, Columbus, OH 43232 and Austin McClain & Vivien Surv, 7070 Stemen Rd NW, Pickerington, OH 43147.

- (c) Date and north arrow.

All Exhibits are dated and all relevant exhibits have an arrow indicating page orientation

- (d) A list, description and location of the precise uses proposed for the development and phases for construction, if any. The list of uses shall be defined by their customary name or identification and must be allowed as permitted uses for the applicable subarea. Any listed uses may be limited to specific areas delineated in the Development Plan. If the proposed timetable for development includes constructing the property in phases, all phases to be developed after the first phase shall be fully described in textual form in a manner calculated to give Township officials definitive guidelines for approval of future phases.

Lot phasing is shown on Exhibit C1 in tab 5.

- (e) Boundary lines of the proposed development and the total acreage of the proposed project.

The boundary survey and legal description of the site is accounted for within this submittal, for more information, refer to Tab 4 for the Legal Description and Boundary Survey.

- (f) The adjoining lines of adjacent Tracts, Parcels or Lots.

Adjacent tracts are shown as they appear in GIS, for more information, refer to tab 5 Exhibits B1, B2, C1, C2, C3 & C4.

- (g) Layout, numbering, and dimensions of Lots, if more than one.

All lots will be either a minimum of 50 feet or 60 feet in width and 130 feet in depth, for more information, refer to Tab 5 Exhibit C1 for Lot Typical Diagrams.

- (h) Labels for the existing zoning districts for the Tract and adjacent Parcels.

The adjacent and subject site zoning can be found in the Vicinity Plan within the Development Plan Submittal, for more information refer to Tab 5 Exhibit B2.

- (i) Existing and proposed deed restriction for the Tract to be developed, if applicable.
- (j) Sight Line Diagram for adjacent residential districts.

Site lines are articulated and accounted for within this Development Plan, refer to Tab 6, Exhibits D2, D3, & G5 to Landscape Exhibits site line diagram articulations for the neighboring residential district.

- (k) Locations, widths, and names of all existing and proposed public streets or other public rights-of-way, railroad and utility rights-of-way or easements, parks and other public open spaces, and section and corporation lines within the Tract.

All existing and proposed ROWs and street names are shown on exhibits within the submittal package, refer to tab 8 exhibit x in the engineers exhibits and B1, and C1 in tab 5 for more information.

- (l) Existing sewers, water mains, culverts, and other underground facilities within the Tract, adjacent to the Tract or that will be used or are proposed to be used in developing the Tract, indicating pipe sizing, grades, and locations.

Please refer to tab 8 for more information.

- (m) Existing ground configuration, drainage channels, wooded areas, watercourses, and other significant physical features within the Tract. This will include an exhibit demonstrating environmentally sensitive areas such as the 100-year floodplain, wetlands, and slopes greater than 20 percent.

For significant site features and floodplains, refer to tab 8 exhibit x in the Engineers Exhibits for more information.

- (n) Any stream delineations and mitigation setbacks required by the Army Corps of Engineers.

For stream delineations and floodplains, refer to tab 8 for more information.

- (o) Parcels of land intended to be dedicated or temporarily reserved for public use or reserved by deed covenant with the condition proposed for such covenant, and for the dedications.

For land to be dedicated for public use, refer to Tab 5, Exhibit C2 and Tab 2 for more information.

- (p) The proposed provisions for water, fire hydrants, sanitary sewer, all underground utilities, and surface drainage with engineering feasibility studies or other evidence of reasonableness. Preliminary water, sanitary sewer, and storm sewer line sizes and location, detention basins and drainage structures shall be drawn. Detailed engineering is not required.

For preliminary engineering exhibits, see tab 8 for more information.

- (q) A copy of letters from the following entities:

- i. County Engineer or roadway maintaining authority stating that the proposed access and sight distance is adequate.
- ii. Water and Sewer District stating that central water and sanitary sewers are available and have sufficient capacity to serve the proposed land uses.

These letters are accounted for and can be found in tab 9 of the Development Plan Submittal.

- (r) Proposed street grades and preliminary sewer size slope.

For preliminary engineering exhibits, please refer to tab 8 for more information.

- (s) Building setback lines with dimensions.

Building setback lines are labeled on Tab 5 Exhibit C1, on the lot typical diagrams and shown on plan.

- (t) Layout, location, dimensions of any existing and proposed structures. Any existing structures to be demolished when developing the Tract must be labeled as “to be removed”.

No structures currently exist on site, therefore there is nothing to label to be removed.

- (u) Building locations depicting the bulk, height, and spatial relationships of building masses with adjacent development.

The layout and locations of proposed single-family homes and their relationship with adjacent development are indicated by the proposed subdivision layout as indicated on the development plan exhibits. All structures will comply with the setback and height requirements outlined in this text and the development plans.

- (v) Preliminary drawings for buildings to be constructed, including preliminary floor plans, exterior elevations, and sections.

Architectural elevations and floor plans are provided within this Development plan submittal and can be found within Tab 7.

- (w) Color renderings of proposed and existing Structures (except those that are “to be removed”), complete with a listing of all colors referenced by the Pantone Color Reference System (latest edition) or if Pantone is not available, the manufacturer’s reference/serial number with samples and materials to be used.

Proposed structures and their materials can be found in Tab 7 with the architectural elevations.

- (x) Intended measures to screen rooftop mechanical equipment, production areas, service areas, storage areas, trash containers, and loading zones from view.

The site will comply with any screening requirements set forth in the CGPOD, however no loading zones nor service areas are proposed in this Development Plan.

- (y) A Parking Study detailing the required number of parking spaces prepared by an architect, landscape architect, and/or professional engineer registered in the State of Ohio.

Each residence will have a two car garage and a driveway capable of accommodating 2 cars for a total of 4 parking spots per residence in addition to street parking.

- (z) Detailed Parking and Loading Plan showing layout, location and design of parking and loading areas, number of parking and loading spaces, traffic circulation, curb cuts, pedestrian walks, and lane improvements on existing public roads.

There are no parking lots or loading areas on site however curb cuts & pedestrian walks can be found in Tab 5 Exhibit C2 and Lane improvements can be found in Tab 8.

- (aa) Accommodations and access for emergency and fire-fighting apparatus.

Emergency access accommodations can be found within the Engineering Exhibits found in Tab 8.

- (bb) A detailed Signage Plan showing the location, type, dimensions, and features of all signage.

The Signage Plan can be found in Tab 5 Exhibit C3 and the Sign details as well as a signage enlargement can be found in Tab 6 Exhibit E2 and E4.

- (cc) A detailed Exterior Lighting Plan that include a photometric plan showing:
- i. The proposed intensity levels of the lighting throughout the site indicating footcandle measurements;
  - ii. The lighting levels for the proposed site and an area extending a minimum of 30 feet onto adjacent properties;
  - iii. The locations of each of the proposed lighting fixtures (wall mounted and pole);
  - iv. The minimum, maximum, and average intensity/illumination for the site;
  - v. Details of all proposed outdoor lighting fixtures indicating manufacturer, model, and style of the fixture.
  - vi. A graphic representation of the fixture is required.
  - vii. The fixture lamp type (i.e. low pressure sodium, metal halide, etc.) shall be indicated on the proposed plans;
  - viii. The proposed height of the lighting fixtures; and
  - ix. The hours of use of the lighting fixtures.

All exterior Lights shall comply with Code.

- (cc) A Landscape Plan which depicts and identifies all proposed landscaping features. The Landscape Plan shall identify the caliber, height, and numbers of each plant, shrub, or tree, its name, its size at planting and rendering(s) of how that section of the development would look in elevation.

All Landscape Exhibits can be found within Tab 6, Ex. D1-G5 within this Development Plan submittal.

- (dd) A letter stating that all necessary restrictive covenants, to ensure the perpetual maintenance of the required open space, will be executed. Executed covenants shall be submitted prior to the Zoning Inspector issuing a Zoning Permit for construction.

Deed Restrictions and Covenants can be found within Tab 3 of the Development Plan Submittal.

- (ee) A letter stating that all necessary agreements will be executed to ensure access to and maintenance of any private roadways and proposed parking lots, including shared parking areas. Executed agreements shall be submitted prior to the Zoning Inspector issuing a Zoning Permit for construction.

No private Roadways or parking areas are being proposed as a part of this Development Plan

- (ff) The ability of the applicant to carry forth this plan by control of the land and the engineering feasibility of the plan.

For Engineering Feasibility, see Tab 8 Exhibit X For more information.

(gg) The applicant may request a divergence from the development standards set forth in Article 3N8(19). An applicant making such a request shall specifically and separately list each requested divergence and the justification therefore on the Development Plan submittals, with a request that the proposed divergence be approved as part of and as shown on the Development Plan. Unless specifically supplemented by the standards contained in the Development Plan, the development shall comply with the requirements contained in Section 3N4. A request to approve a use that is not listed as a permitted use in the Subarea shall not be considered a divergence and shall follow the statutory rezoning process to determine if such use should be added to the Subarea text.

**This Development Plan shall conform to the standards and requirements set forth in the CGPOD and Violet Township Zoning Resolution, and requests no divergences.**

(ii) Any other information, as may be required by the Violet Township Trustees, in order to determine compliance with this Zoning Code.

(jj) All drawings that are a part of the Development Plan shall respectively bear the seals of the preparing architect, landscape architect, and/or professional engineer. The respective professional attaching his or her seal to the drawings must be licensed to practice in the state of Ohio.

5. **Zoning Inspector:** After receipt of a completed application materials and required fees, the Zoning Inspector shall forward said materials to both the Zoning Commission and Township Trustees for further action under this Section 3N4, including, but not limited to, this Section.

6. **Zoning Commission:** The Zoning Commission may review said application materials at its next Work Session immediately following the submittal date of said application and at no other or additional Work Session(s). During the Work Session, the Zoning Commission may provide informal feedback to the applicant and the Zoning Inspector. The Zoning Inspector may provide a written report to the Township Trustees that includes the informal feedback received from the Zoning Commission during its informal Work Session.

The Zoning Commission informal feedback during this Work Session is advisory to the applicant and Zoning Inspector and is non-binding upon the applicant, Zoning Inspector, and Township Trustees. No statement or action by the Zoning Commission, or any of its members, in the course of a Work Session shall be construed to be a waiver of any obligation of the applicant or of any procedure or approval required under this Section 3N4 or any other applicable Township, County, or State statutes or rules. Ohio's Open Meetings Laws (Section 121.22 of the Ohio Revised Code) are required to be observed at Zoning Commission Work Sessions. Failure of the Zoning Commission to obtain a quorum to open and conduct said Work Session shall not delay the review of said application by the Township Trustees

The Zoning Commission shall give the applicant and all owners of property within, contiguous to, and directly across the street from the area subject to the Application written notice of the Work Session at least ten (10) days before the date of the Zoning Commission Work Session.

Notice shall be sent by regular, first-class mail to the addresses of those owners as they appear on the County Auditor's then current tax list. The failure of delivery of that notice shall not invalidate any action taken by the Township on the Application.

7. **Township Trustees Action:** The Township Trustees shall schedule and hold a public hearing within forty-five (45) days after the "submittal date" of said application and shall give the applicant along with any adjoining property owner(s) written notice of the hearing at least ten (10) days before the date of the hearing. Notice shall be sent by regular mail. The Township Trustees may take into consideration any comments received from the Zoning Inspector, including any provided from the Zoning Commission Work Session. The Township Trustees shall render a decision on the Application and Development Plan within thirty (30) days after the conclusion of the hearing. Failure of the Zoning Commission to provide informal feedback or of the Zoning Inspector to provide a written report shall not delay the review of said application by the Township Trustees.
8. **Condition of Approval:** Unless otherwise excluded by resolution approved by the Township Trustees, no real property shall be included in an Application and Development Plan unless the Application and Development Plan provides the Applicant's intent and commitment to enter into a development agreement with the Township containing terms satisfactory to the Township (the "Economic Development Agreement"). Such Economic Development Agreement terms may include, but are not limited to, the property's and uses' voluntary involvement and participation in one or more economic development programs, such as and without limitation, a New Community Authority, Joint Economic Development District, and/or Tax Increment Financing District. No Application shall be approved unless this condition of providing the Applicant's intent and commitment to enter an Economic Development Agreement is met at the time of filing the complete Application. No permits or Certificates of Zoning Compliance shall be issued by the Zoning Department until such time that all real property that is part of an Application has fulfilled this condition by the preparation, finalization, and execution of such a development agreement. In the event that the Agreement has not been finalized and/or executed at the time the Township Trustees are considering taking action on the Application and Development Plan, the Trustees in their sole and absolute discretion may approve the Application and Development Plan subject to condition(s), which may include, but are not limited to, a condition that the Economic Development Agreement shall be finalized and executed within six (6) months following such approval.
9. **Basis of Approval:** In determining whether or not to approve an Application and Development Plan, the Township Trustees shall consider the following:

- (a) If the proposed Development Plan is consistent with the purpose, criteria, intent, and standards of this Article and Zoning Code, and/or that proposed divergences provide the benefits, improved arrangement and design of the proposed development and justify the deviation from the development standards or requirements of the Zoning Resolution.
- (b) If the proposed Development Plan meets the design features and development standards required in this Article and Zoning Code or otherwise are listed and approved as divergences.
- (c) If the proposed development will be adequately served by essential public facilities and services including, without limitation, roads, sidewalks, and multi-use paths, police and fire protection, drainage structures, potable water and centralized sanitary sewers or other approved sewage disposal systems.
- (d) If the proposed development can be made accessible through existing Township roadways or roadways and lane improvements actually being constructed and opened prior to the opening of the uses in the Development Plan without creating unreasonable traffic congestion in the immediate vicinity of the proposed development or elsewhere in the Township.
- (e) Such other considerations which promote public health, safety, and welfare may be deemed relevant by the Township Trustees.

In approving the Application and Development Plan, the Township Trustees may impose such conditions, safeguards and restrictions deemed necessary in order to carry out the purpose and intent of the CGPOD.

10. **Effect of Approval:** The Township Trustees' action on a proposed Development Plan under this Article shall not be considered to be an amendment to the Township Zoning Resolution for purposes of Section 519.12 of the Revised Code but is subject to appeal pursuant to Chapter 2506 of the Revised Code. If the Trustees determine that an Application and a proposed Development Plan complies with the requirements of this Article, including any approved divergences, and approve said application, upon such approval the Zoning Map shall be changed so that any other zoning district that applied to the Tract that is subject to the Application no longer applies to that Tract. The removal of the prior zoning district from the Zoning Map is a ministerial act and shall not be considered to be an amendment to the Township Zoning Resolution for the purposes of Section 519.12 of the Revised Code.

11. **Plat:** The Development Plan as approved by the Township Trustees shall be the subject of a subdivision plat to be approved by the Fairfield County Regional Planning Commission, only if required by the Ohio Revised Code or the Fairfield County Regional Planning Commission. When the land is developed in phases, plats for all phases shall be submitted in accordance with the timetable in the approved Development Plan. If a plat is required by applicable law, no use shall be established or changed, and no structure shall be constructed or altered until the required subdivision plat has been prepared and recorded in accordance with the Subdivision Regulations for Fairfield County, Ohio, and this Zoning Resolution. The subdivision plan and plat shall be in accordance with the approved Development Plan. No zoning certificate shall be issued for any structure in any portion of the CGPOD for which a

plat is required until such plat for that portion has been approved by the applicable platting authorities and recorded with the Fairfield County Recorder in accordance with the approved Development Plan and the Subdivision Regulations of Fairfield County, Ohio.

12. **Development Plan Approval Period:** The approval of the Development Plan shall be effective for a period of five (5) years in order to allow for the preparation and recording of a subdivision plat (if required under applicable law) and the Commencement of Construction following the issuance of a zoning permit. If no plat has been recorded within this approval period (or if platting is not required, if construction has not commenced), the Development Plan shall expire. Upon the expiration of the Development Plan, no use shall be established or changed, and no building, structure or improvement shall be constructed until either an extension has been approved in accordance with Section 3N4 or an application accompanied by a new Development Plan has been filed with and approved by the Township using the same procedures and criteria as established for the approval of the initial Development Plan.
13. **Extension of Time:** An extension of the time limit for either recording the approved subdivision plat or the Commencement of Construction may be granted by the Township Trustees upon application of the owner(s), provided the Township Trustees determines that such an extension is not in conflict with the public interest, that there is a legitimate purpose and necessity for such extension, and that the applicant shows evidence of reasonable effort toward the accomplishment of the recordation of the plat and the completion of the development of the project. The length of time permitted for an extension shall be determined based upon the application submitted and at the discretion of the Township Trustees. A request for an extension shall be filed prior to the expiration of the established approval period.
14. **Amendment of an Approved Development Plan:** After a Development Plan has been approved by the Township Trustees, no changes to said plan shall be permitted without approval as set forth below
  - (a) **Minor Amendment for Estate Residential and Suburban Residential Subareas:** Any variance from the development standards in Table 3N6.02 shall be considered by the Board of Zoning Appeals under its hearing process under Section VII hereof.
  - (b) **Minor Amendments for Mixed Use and General Business Subareas:** Within thirty (30) days of the submittal of a written application specifically detailing the changes requested along with a revised Development Plan, the Zoning Inspector may administratively approve a minor amendment. Minor amendments are limited to the following:
    - i. An encroachment of five (5) feet or less into a Side or Rear Setback as shown on the approved development plan, provided such setback abuts property having the same or similar use, as determined by the Zoning Inspector, and

any change in setback is acceptable to the Violet Township Fire Department. (Changes to the Right-of-Way setbacks have more impact to utilities and the overall design intent of this Article and shall be considered a major amendment.)

- ii. An increase of no more than five (5) percent of the lot coverage provided on the approved development plan.
- iii. An increase of no more than five (5) feet in the maximum building height as shown on the approved development plan.

Anyone aggrieved by the Zoning Inspector's decision on a proposed minor amendment, may appeal said decision to the Township Trustees within 30 days of said decision by the Zoning Inspector. The Township Trustees shall hear said appeal within thirty (30) days of receiving the appeal. The Board of Trustee's action is final and is subject to appeal through RC 2506.

- (c) **Major Amendment:** All other proposed amendments, other than those identified in Section 3N4(14)(a) and (b) above, shall be considered major amendments and must be approved by the Township Trustees after a public hearing.

The Township Trustees shall schedule and hold a public hearing within thirty (30) days of receiving an application for a major amendment and providing notice of the public hearing where said modification will be considered. The purpose of the public hearing is to determine whether the owner(s) has made reasonable and diligent efforts toward the accomplishment of the original Development Plan, and that such amendment is consistent with the intent of Section 3N4. Notice shall be provided to the applicant and all owners within, contiguous to, and directly across the street from the property for which the amendment is proposed. Said notice shall be given by regular first-class mail sent no less than (10) days prior to the public hearing. The notice shall be mailed to the addresses of those owners as they appear on the County Auditor's current tax list. The failure of delivery of said notice shall not invalidate any action the Township Trustees may take on the request. The Township Trustees shall render a decision on the proposed amendment at the conclusion of the public hearing. The Township Trustee's decision on the amendment is administrative in nature and is subject to appeal in accordance with RC 2506.

- (d) Any minor or major modification that is approved shall apply only to the proposed Development Plan for which the amendment application has been submitted and shall not apply to the entire CGPOD.
- (e) A request to approve a use that is not listed as a permitted use in the Subarea, and that is not otherwise permitted in this overlay shall not be considered an amendment and shall follow the statutory rezoning process to determine if such use should be added to the Subarea text.

15. **Fee:** A fee as established by the Schedule of Zoning Fees shall accompany an application requesting approval of the Development Plan. In addition, the applicant shall also be responsible for all reasonable and necessary expenses incurred by the Township in using professional consulting services to review the Development Plan. These expenses may include, without limitation, costs for professional consultants such as architects, legal, landscape architects, planners and engineers utilized by the Township in connection with reviewing the Development Plan and related application materials. As soon as reasonably practicable following the submission of an application for approval of a Development Plan, the Zoning Commission Chair and Zoning Inspector shall decide if it needs a professional consultant(s) to assist it in reviewing the application. If the Zoning Commission Chair and Zoning Inspector decides it needs professional consulting services, it shall designate the person(s) to be consulted and make an initial estimate of the expenses anticipated to be incurred in reviewing the application materials. The Zoning Inspector shall provide the applicant with notice of its initial estimate of such expenses. This initial estimate will be reviewed, and may be revised, from time to time during the review process, and, if such review results in an increase in the estimated professional consulting fees and charges which will be incurred in the Township's review of the application materials, the Zoning Inspector shall send the applicant written notice of the revised estimate of fees and charges. Within fourteen (14) days of the date of the notice of the initial estimate of fees and charges (and, if applicable, within fourteen (14) days of the date of the notice of any revised estimate), the applicant shall deposit in the office of the Fiscal Officer, an amount equal to the estimated cost of the Township's expenses. In making the estimate of the professional consulting fees and charges anticipated to be incurred, the Zoning Commission Chair and Zoning Inspector shall consider the reasonable commercial rates of qualified professionals and reasonable estimates of time to complete the review. Any unused portion of the estimated amount received to cover the professional consulting fees and charges shall be returned to the applicant as soon as practicable following the final disposition of the application, along with a summary of the fees and charges expended for such services.

### **3N5 – Purpose and Summary of Subareas**

The CGPOD is categorized into various subareas, where priority is placed on the scale and form of buildings rather than on the land use of a property. While the transect district still regulates land use, it is a more efficient tool to address the preservation of unique/notable characteristics within established neighborhoods. This maintains and enhances their sense of place. Buildings are grouped by compatible uses, scale, and intensity of use, with the intention to develop neighborhoods where residents and workers may walk to work, school, and daily errands.

## ESTATE RESIDENTIAL (ER)

The ER subarea serves as a buffer between the existing Hampton Ridge subdivision and the newly developed land within the CGPOD. The large estate-style homes are thoughtfully clustered within the natural landscape, preserving mature trees to create a secluded, picturesque setting. Each residence should be nestled among the existing tree canopy, blending luxury with nature while maintaining privacy and enhancing the community's scenic character. Winding driveways and strategically positioned homes allow for a harmonious balance between spacious living and environmental preservation. It serves as a transition into the denser areas within the Overlay, offering estate style housing clustered within the existing woods in close proximity to the CGPOD's amenities.



Photo credit: Zillow.com

## SUBURBAN RESIDENTIAL (SR)

The SR subarea is devoted to single-family uses on moderate lot sizes that allow for efficient land use while still providing residents with adequate space for private yards and outdoor spaces through single-family and patio home options. This subarea promotes a sense of community and residential character by creating centralized open spaces for recreation and walkability to nearby amenities.



## MIXED-USE (MU)

The MU subarea is a vibrant, sustainable community that seamlessly integrates residential, commercial, and recreational spaces into a single location. This subarea aims to foster an environment that enhances the quality of life for residents, creates a dynamic and diverse neighborhood that accommodates a variety of housing types, promotes local businesses, and encourages walkability to reduce dependence on automobiles. The MU subarea's economic growth and convenient access to local services, amenities, businesses, and entertainment creates a well-rounded community.



Photo Credit:

Left: <https://newalbanyohio.org/>

Center: <https://williamsonsource.com/the-margin-district-brings-new-residential-retail-and-office-space-to-franklin/>

Right: Googlemaps

## General Business (GB)

The GB subarea is currently characterized by existing, traditional suburban commercial uses that emphasize the automobile to serve a broader area. This subarea will preserve these uses while integrating new building design features and pedestrian amenities for future redevelopment that will connect and blend this area within the surrounding CGPOD.

### 3N6 – Permitted Uses, Lot Area, Setback, and Height Requirements

Various use types within the CGPOD are encouraged to foster mixed-use development. To facilitate this, a Development Plan is required to permit development and operation. Different uses are permitted or prohibited in various areas of the Overlay, as outlined below:

1. The CGPOD area includes a list of permitted uses. Any use not specifically listed as permitted shall be considered prohibited in this area, as detailed in Tables 3N6.01 and 3N6.03; and
2. Uses designated as “P” are permitted within the corresponding area. If a use is not listed as “P” within the corresponding subarea, then it is specifically prohibited within said subarea; and
3. Tables 3N6.02 and 3N6.04 detail the Lot Area, Setback and Height Requirements for each subarea.

**Table 3N6.01  
Residential Subareas – Permitted Uses**

Use	Subarea	
	Estate Residential (ER)	Suburban Residential (SR)
Single-Family Dwelling	P*	P
Single-Family Patio Home		P
Duplex		
Townhome (Row or Pinwheel Design) (No more than 4 dwelling units per building)		
Multi-Family Buildings (More than 4 dwelling units in one building)		
Assisted Living		
Bed and Breakfast	P	P
Community Gardens	P	P
Day Care Centers		P
EV Charging Station		
Home Occupations	P	P

Use	Subarea	
Institutional Uses (Art Gallery, Library, Etc.)		P
Nursery School		P
Park, Community or Regional		P
Park, Neighborhood	P	P
Places of Assembly, Small		P
School, High or Technical		P
School, Post Secondary		
School, Early Childhood Education, Elementary, Immediate, or Middle		P
Solar Energy Systems, Roof Top	P	P

\*Minimum Livable Area Above Grade (as defined in 3N9) shall be 4,500 square feet.

**Table 3N6.02  
Residential Subarea Lot Area, Setback and Height Requirements**

	ER	SR
		Single-family Dwelling or Patio Home
Min. Lot Size	N/A*	5,000 Sq. Ft.*
Min. Frontage (Ft.)	N/A*	50/Single Family Dwelling 40/Patio Home
Minimum Setback (Pickerington and Refugee Road) (Ft.)	50	50
Minimum Front Setback (all other local roads) (Ft.)	50	25
Min. Side Setback (Ft.)	N/A*	5
Min. Rear Setback (Ft.)	N/A*	35
Min. Distance Between Buildings (Ft.)	100	10
Number of Stories	3	2
Max. Building Height (Ft.)	35	35

\*These lots may front on private roads. Minimum lot size, frontage, and side/rear setbacks

must comply with the purpose of the Estate Residential Subarea as described in 3N5. Existing wooded areas shall be preserved in accordance with Section 3N8(13)(d).

All Lot Configurations will comply with the above standards. For more information Refer to Tab 5 Exhibit C1

**Table 3N6.03  
MU and GB Subareas – Permitted Uses**

Use	MU	GB
<b>Automobile Oriented Uses, No oil changing facilities</b>		P
<b>Bank, with Auto Oriented Uses</b>		P
<b>Bank, without Auto Oriented Uses</b>	P	P
<b>Bed and Breakfast</b>	P	
<b>Beverage Sales, Alcoholic</b>	P	P
<b>Beverage Sales, Microbrewery</b>	P	P
<b>Beverage Sales, Micro Winery</b>	P	P
<b>Business, Retail Small, without Auto Oriented Uses</b>	P	P
<b>Business, Retail Medium</b>	P	P
<b>Community Garden when accessory to a permitted use</b>	P	
<b>Commercial Recreation</b>	P	P
<b>Communication Facilities and Substations</b>	P	P
<b>Community Gathering Space</b>	P	
<b>Daycare Centers</b>	P	P
<b>Dwelling, Duplex</b>	P	
<b>Dwelling, Multi-Family Building (More than 4 dwelling units in one building)</b>	P	
<b>Dwelling, Single Family Patio Home</b>	P	
<b>Dwelling, Studio, One- or Two-Bedroom Units (within Multi-Family Dwelling Building or Mixed Use Building)</b>	P	
<b>Dwelling, Townhome (Row or Pinwheel Design) (No more than 4 dwelling units per building)</b>	P	
<b>EV Charging Station</b>	P	P
<b>Flex Office- Laboratory/ Research/ Development</b>	P	
<b>Food Truck- Special Permit for Events</b>	P	P
<b>Home Occupations, Limited</b>	P	
<b>Hotel, Boutique</b>	P	
<b>Institutional- Art Galleries, Libraries, and Other Similar Uses</b>	P	
<b>Maker Space, Small</b>	P	
<b>Mixed-Use Building, Comprised of Uses Listed in Table 3N6.03</b>	P	
<b>Nursery School</b>	P	P
<b>Offices, Large Administration, Business Medical or Professional</b>	P	P
<b>Offices, Small Administration, Business Medical or Professional</b>	P	P
<b>Outdoor Patio (Restaurant)</b>	P	P
<b>Park, Community or Regional</b>	P	
<b>Park, Neighborhood</b>	P	
<b>Parking Structures</b>	P	
<b>Personal Services</b>	P	P
<b>Pet Grooming Services</b>	P	P
<b>Places of Assembly, Large</b>	P	
<b>Places of Assembly, Small</b>	P	P

Use	MU	GB
Restaurants with Auto Oriented Use		P
Restaurants without Auto Oriented Use	P	P
School, High or Technical		P
School, Post Secondary	P	
School Early Childhood Education, Elementary, Intermediate, or Middle	P	
Solar Energy Systems, Rooftop	P	P
Winery	P	

**Table 3N6.04  
MU and GB Subarea – Lot Area, Setback and Height Requirements**

Mixed Use Subarea Only	All Uses
Minimum Lot Size (Sq. Ft.)	5,000
Minimum Lot Width (Ft.)	N/A
Right-of-Way Setback (Pickerington or Refugee Road)* (Ft.)	Minimum 50/Maximum 75
Right-of-Way Setback (Collector Road)* (Ft.)	Minimum – N.A. Maximum 40
Right-of-Way (Local Road)*(Ft.)	Minimum – N.A. Maximum 30
Min. Side Setback (Ft.)	N/A
Min. Rear Setback (Ft.)	25**
Maximum Lot Coverage (Percent)	80
Max. Height (Feet)**	Maximum of 55 feet. Height shall be measured from the finished grade at the building's foundation to the peak of the roof, or to the highest point of the structure, whichever is greater. Building heights shall gradually taper as they develop toward the Suburban Residential (SR) area, ensuring a smooth transition and proportional scaling. Any building located within 500 feet of the SR subarea shall be no

	more than three stories and shall not exceed 45 feet.
<b>Min. Distance Between Buildings (Ft.)</b>	As required by the Violet Township Fire Department

\* In no case shall a parking lot encroach into the minimum Right-of-Way Setback. The Right-of-Way Setback should be landscaped and may include the required multi-use path or sidewalk, fences, or any development entry features or signs that meet the requirements of this Article.

\*\*Parking may encroach into a Side or Rear Setback, but in no case shall parking be located closer than five feet from the internal lot line, except in cases where the Township Trustees determine that parking lots need to straddle internal lot lines to comply with the connectivity requirements of 3N8(10). In such cases, appropriate cross-access easements must be established.

\*\*\*Rooftop mechanical units, antennas, etc., may extend an additional ten (10) feet above the building provided they are screened in accordance with 3N8(13)(g)(i)(3)

**3N7 – Prohibited Uses**

Certain uses are prohibited to ensure that the CGPOD’s vision aligns with the goals of creating a sustainable, walkable, and community-focused environment. These prohibitions are to maintain the character and design standards of the district, protect public welfare, and foster a mixed-use environment that balances residential, commercial, and recreational needs while promoting sustainability. The following uses are prohibited within the CGPOD:

1. **Outdoor Storage of Inoperable Vehicles:**
  - (a) The outdoor storage of inoperable, unlicensed, or unused vehicles, including trailers detached from semi-tractors, for a period exceeding fourteen (14) consecutive days is prohibited, except for necessary construction equipment in working order. This helps to maintain a clean and attractive environment, free from unsightly and potentially hazardous materials.
2. **Recreational Vehicles and Equipment Parking:**
  - (a) No recreation trailer, boat, motor home, or equipment of any type shall be parked in front of the established front building line on any lot within this district. Temporary parking is permitted for up to forty-eight (48) hours for individuals preparing for or returning from travel. This prohibition ensures that the district remains pedestrian-oriented and aesthetically appealing.
3. **Motor Vehicle Sales and Pawn Shops:**
  - (a) These establishments do not align with the district’s emphasis on creating engaging spaces for community interaction, as they could detract from its branding as a desirable, vibrant hub for residents and visitors.
4. **Mobile Homes or Mobile Office Structures:**
  - (a) No mobile home or mobile office structure shall be placed or occupied in the CGPOD, except when specifically permitted. This prevents the introduction of

temporary or unconventional housing structures that are incompatible with the long-term vision of the district.

**5. Accumulation of Trash and Debris:**

- (a) No trash, debris, unused property, or discarded materials shall be permitted to accumulate on any lot or parcel. Such accumulation may create eyesores, hazards, or nuisances to the neighborhood. The Township Trustees retains authority to address nuisances as provided in Section 505 of the Ohio Revised Code.

**6. Outdoor Storage:**

- (a) No outdoor storage of any kind shall be permitted within the CGPOD. All permitted uses must be conducted completely within an enclosed building to maintain the district's aesthetic appeal and prevent clutter.

**7. Cement, Asphalt, or Similar Plants:**

- (a) No cement, asphalt, or similar manufacturing plants shall be permitted in the CGPOD. These types of industrial operations are incompatible with a district focused on residential, commercial, and recreational uses.

**8. Truck Loading, Unloading, or Engine Idling:**

- (a) No overnight truck loading, unloading, or engine idling shall be permitted within two hundred (200) feet of a residential use. This restriction minimizes noise and air pollution in residential areas, ensuring a more peaceful living environment.

**9. Outdoor Gun Ranges:**

- (a) No outdoor gun ranges shall be permitted within the CGPOD. These facilities are inconsistent with the district's goal of creating safe, accessible, and family-friendly spaces.

**10. Data Centers:**

- (a) No data centers shall be permitted in the CGPOD. These uses are typically large, require significant infrastructure, and do not contribute to the mixed-use, community-oriented environment intended for the district.

**11. Warehousing:**

- (a) No warehousing or distribution centers shall be permitted. These types of uses generate significant truck traffic and are incompatible with the walkable, pedestrian-friendly design of the district.

**No prohibited uses are being proposed by this Development Plan.**

### **3N8- Development Standards**

The design standards aim to create a unified development and design approach to the CGPOD. Due to the unique nature of the overlay district, these standards, unless otherwise noted, will supersede any general design standards including but not limited to lighting, landscaping, and sign standards found within the Township Zoning Resolution.

The following standards shall apply to all uses and developments within the ER, SR, and MU subareas of the CGPOD.

1. **Site Development and Arrangement of Buildings** - To ensure a cohesive design, a Development Plan shall include a minimum of twenty-five (25) acres to pull down the CGPOD Overlay. All buildings shall be arranged so they respond to the surrounding existing expected uses and the buildings and site development complies with the following requirements:
  - (a) Buildings must have a relationship to the street and should not be in the center of the lot with surrounding parking;
  - (b) Parking must be placed to the side and rear of the building;
  - (c) A proposed development shall include appropriate buffers and open spaces;
  - (d) The bulk, height, and surface materials of buildings within the proposed development shall be compatible with the surrounding area. Buildings, structures, and parking areas shall be designed and located within the development to minimize environmental impacts and conserve environmentally sensitive or unique natural, historic, or cultural features. This includes, but not limited to, tree rows, wooded lots greater than one (1) acre, stream corridors, and steep slopes;
  - (e) Native vegetation adjacent to wetlands and surface waters shall be retained or restored;
  - (f) Existing hedge and tree lines shall be preserved unless one or more of the following applies:
    - i. A majority of the trees are dead, diseased, dying, or invasive; or
    - ii. A road widening as determined by a state, county, or local road department is required.
  - (g) Wildlife habitat areas of species listed as endangered, threatened, or of special concern by the Ohio Department of Natural Resources shall be preserved;
  - (h) Historic or archaeological sites (e.g., earthworks, burial grounds, etc.) shall be preserved;
  - (i) A viable pedestrian circulation system shall be provided, meaning a minimum of a ten (10)-foot wide walking path throughout the development or along adjacent existing roadways to provide for connection to surrounding developments (existing and potential). The design of these paths shall be pursuant to Section 3N8(12); and
  - (j) Natural drainage swales and creeks shall be protected. No construction of buildings is allowed inside the one hundred (100)-year floodplain. In addition, no structures are permitted within one hundred (100) feet of the ordinary high-water line of a riparian or wetland area as determined by a professional engineer.

2. **Open Space** - Open space shall be thoughtfully integrated into the site design to enhance environmental preservation, recreational opportunities, and community aesthetics. Open space locations and proposed uses must be clearly depicted in the Development Plan and are subject to approval by the Township Trustees. Open space may be maintained privately by the developer, property owner, a New Community Authority or transferred to the Township for public use with formal approval. Land dedicated for public purposes, including new school sites, may contribute toward satisfying the open space requirement. Open spaces shall also comply with the following requirements:
- (a) A minimum of forty (40)-acres within the MU subarea shall be designated as a community gathering space, which may be distributed across the subarea and is not required to be contiguous. However, each individual area designated as a community gathering space must be at least 1/2 acre in size to count toward this requirement. Areas devoted toward the community gather space shall be designated as an interactive open space that fosters community engagement by incorporating features that encourage social interaction, recreation, and relaxation. These spaces can include walking trails, seating areas, fire pits, playgrounds, splash pads, and multi-use plazas, including but not limited to an amphitheater, and recreational fields that cater to people of all ages. Integrating interactive elements such as public art, community gardens, and technology-enabled features like smart lighting or Wi-Fi access enhances usability and accessibility. A school may also be permitted within and counted toward this 40-acre community gathering space requirement. By prioritizing connectivity, sustainability, and inclusivity, an interactive open space becomes a vibrant hub where residents can gather, collaborate, and enjoy a dynamic, shared environment
  - (b) In all subareas, a minimum of ten percent (10%) of the gross tract acreage shall be designated as pocket parks which should be connected to the Community Gather Space required in 3N8(2)(a) by multi-use trails or sidewalks as determined by the Township Trustees. Gross tract acreage encompasses all land within the development plan, including wetlands and steep slopes. Pocket parks shall be designed to be seamlessly integrated into the overall development, ensuring they are strategically located to enhance the accessibility and connectivity of the community while also prioritizing the preservation of significant natural features such as woodlots exceeding one (1) acre, tree rows, greenspaces, courtyards, and other notable site characteristics. Pocket parks may also serve as active or passive recreational areas. Pocket parks may not include:
    - i. Private and public roads and associated rights-of-way;
    - ii. Public or private parking spaces, access ways, driveways and other vehicular use areas;
    - iii. Required minimum spacing between buildings;

- iv. Required yard setbacks; except when part of a large contiguous open space and accessible with a bike or pedestrian path, and with the approval of the Planning and Zoning Commission
  - v. Public utility substations;
  - vi. High tension transmission lines or other above ground utilities shall not make up more than fifty percent (50%) of the required open space; and
  - vii. Artificial water features;
- (c) A comprehensive open space and buffer maintenance plan is required and must demonstrate the long-term strategy for maintaining the designated open space and buffers, ensuring its sustainability and functionality over time; and
- (d) The ownership and preservation method of the open space and buffers must be clearly identified. Documentation must ensure that the open space and buffers are preserved in perpetuity through appropriate legal mechanisms.

The proposed Development Plan conforms to the above standards.

3. **Density** – The maximum density for the Suburban Residential and Mixed-Use Subareas shall be as follows:

- (a) Suburban Residential Subarea – The overall density of the SR subarea shall not exceed two (2) dwelling units per gross acre. The Township Trustees may approve a development plan for a tract that clusters higher density residential uses within a specific tract provided the overall density of the entire SR subarea as denoted in Figure 3N2.01 does not exceed two (2) dwelling units per gross acre.

The proposed Development Plan conforms to the max density of 2 units per acre.

- (b) Mixed Use Subarea – The overall density of the MU subarea shall not exceed eight (8) dwelling units per gross acre. The Township Trustees may approve a development plan that clusters higher density residential uses within a specific tract provided the overall density of the entire MU subarea as denoted in Figure 3N2.01 does not exceed eight (8) dwelling units per gross acre

4. **Living Area Dimensions** - All Dwelling Units within Mixed-Use or Multi-Family Unit Buildings shall contain the following minimum living area:

- (a) One (1) bedroom unit: 800 square feet.
- (b) Two (2) bedroom unit: 900 square feet.
- (c) Three (3) or more bedroom units: 1000 square feet.
  - i. No more than twenty-five percent (25%) of the total dwelling units within a Mixed Use or Multi-Family Building shall be devoted to three-bedroom or larger units.

5. **Mixture of Uses** - The MU subarea shall maintain an overall ratio of seventy percent (70%) residential uses to thirty percent (30%) commercial uses based upon

gross acreage of the MU subarea. For purposes of this section, the gross acreage for residential uses shall include all areas devoted to single family patio homes, duplexes, townhomes, multi-family buildings, limited home occupations, parks, schools, community gardens and community gathering spaces including any associated parking and open spaces. The gross acreage for commercial uses shall include the areas devoted to all other uses listed as permitted for the MU subarea in Table 3N6.03 including any associated parking and open space for said uses. For the purposes of this section, dwelling units included within Mixed Use Buildings shall be considered as commercial use.

One or more development plans may be approved that include up to 50% of the gross acreage within the Mixed-Use (MU) district devoted to residential use without the inclusion of a commercial component. However, once this threshold is reached, no further development plans shall be approved unless they comply with the required 70% residential to 30% commercial ratio for the overall development.

6. **Storm Water** - Developments must include a stormwater management plan that meets Township and the Fairfield County Stormwater Design Manual standards. Prioritization should be given to Low-Impact Development (LID) techniques such as rain gardens, bioswales, and permeable paving. The plan should control the one hundred (100)-year storm event runoff and prevent any increase in runoff above pre-development levels. Stormwater features must prevent erosion, flooding, and standing water while maintaining natural drainage areas. Regional retention/detention ponds with soft edges should be used to integrate stormwater management into the landscape, reducing the need for multiple ponds.
7. **Subdivision Standards** - Public streets and all drainage improvements shall conform to the Fairfield County Subdivision Regulations or as otherwise approved per the Development Plan. Standards for any private drives shall be approved as part of the Development Plan including, but not limited to, minimum width and pavement type.
8. **Pavement Standards for Parking Lots** - Parking lots and private driveways do not have to meet street cross-sectional standards, but parking lot drive aisles that connect to the public streets shall be constructed to public street cross-sectional and design life standards within fifty (50) feet of the edge of the public paved road.
9. **Parking & Circulation**
  - (a) **Vehicular Parking:** All developments must provide off-street vehicular parking at the time of development and shall comply with the parking requirement in Table 3N8.01. The layout, service areas, entrances, exits, signs, lighting, and landscaping must be designed to minimize adverse impacts on community character and ensure parking is not a dominant aesthetic component of the site. Landscaping shall be incorporated to reduce the visual impact of parking areas.

**(b) General Parking Regulations:**

- i. All parking spaces shall be a minimum of nine (9) feet in width and eighteen (20) feet in length measured rectangularly. There shall be a minimum aisle width of twenty-five (25) feet.
- ii. Parking spaces located within an enclosed garage may count toward the off-street parking requirements.
- iii. All driveways shall be constructed of a hard surface such as pavement, brick, or concrete.
- iv. Recreational vehicles and trailers may be temporarily parked in a driveway for no longer than forty-eight (48) hours every seven (7) days.
- v. Parking pads for the long-term parking of recreational vehicles or trailers are prohibited in the required front setback.
- vi. The location of all off-street parking spaces shall comply with Table 3N8.01.

**Table 3N8.01  
Minimum Number of Parking Space and Parking Location**

<b>Subarea</b>	<b>Minimum Number of Spaces</b>	<b>Parking Location</b>
<b>Estate Residential and Suburban Residential</b>	<ul style="list-style-type: none"> <li>• 2 off-street spaces per dwelling unit</li> <li>• Parking spaces located within an enclosed garage may count toward the minimum parking requirements.</li> </ul>	<ul style="list-style-type: none"> <li>• Driveways may encroach into the required front yard setback.</li> <li>• Vehicles may be parked in a driveway between the front façade of the home and the public right-of-way.</li> </ul>
<b>Mixed Use</b>	<ul style="list-style-type: none"> <li>• To optimize land use and improve efficiency in mixed use developments, a shared parking study is required to determine the appropriate number of parking spaces. This study shall analyze the peak usage times of different land uses – such as residential, retail, office and entertainment – to identify opportunities for shared parking rather than requiring separate spaces for each use. This study shall consider on-street parking, bicycle parking, spaces for</li> </ul>	<ul style="list-style-type: none"> <li>• Off-street parking is prohibited between the front building façade and the public right-of-way.</li> <li>• Any parking visible from the public right-of-way shall be screened pursuant to 3N8(13)(e).</li> </ul>

Subarea	Minimum Number of Spaces	Parking Location
	electrical vehicle charging stations and parking lots and/or structures that are available for all uses within the proposed development plan. By accounting for staggered demand patterns, a shared parking study can help reduce excessive parking requirements, promote walkability, and support sustainable design while ensuring parking availability for residents, employees and visitors. This study shall recommend the number of spaces required within the Development Plan and shall be approved by the Township Trustees.	

(c) **Bicycle Parking:** Bicycle parking must be provided and approved by the Township Trustees as part of the Development Plan and shall feature secure, well-lit racks or lockers located in convenient, highly visible areas near building entrances.

(d) **Electrical Vehicle (EV) Parking:** When EV parking spaces are provided and visible from the right-of-way, they shall be landscaped in accordance with Section 3N8(13)(e).

10. **Vehicular Circulation and Access** - Access to any county road, including, but not limited to, Refugee and Pickerington Roads, shall be limited to those locations approved by the County Engineer. All other access points shall be limited to those shown on a Development Plan approved by the Township Trustees.

The overall design within the Development Plan must provide for vehicular connectivity between properties within the Development Plan as well as future and existing connections to adjacent properties outside of the Development Plan boundaries. This requirement could be achieved through access roads and/or cross-access easements between parking lots. Existing stub roads abutting the CGPOD shall also be extended to create connectivity between existing developments and the CGPOD. This requirement has been established to reduce traffic movements on mainline roads to improve the public health and safety of those utilizing public rights-of-way. The Township Trustees may rely upon recommendations from the Fairfield County Engineer’s Office or other consulting engineers to determine the proposed method for providing connectivity.

Visibility at intersections shall comply with the Violet Township parking code (Section 3X of Zoning Resolution).

11. **Lighting** - Lighting of the site shall be designed to minimize adverse impacts on the community, the adjacent properties, and the public rights-of-way. All light fixtures shall be full cut-off type fixtures except for decorative light fixtures.

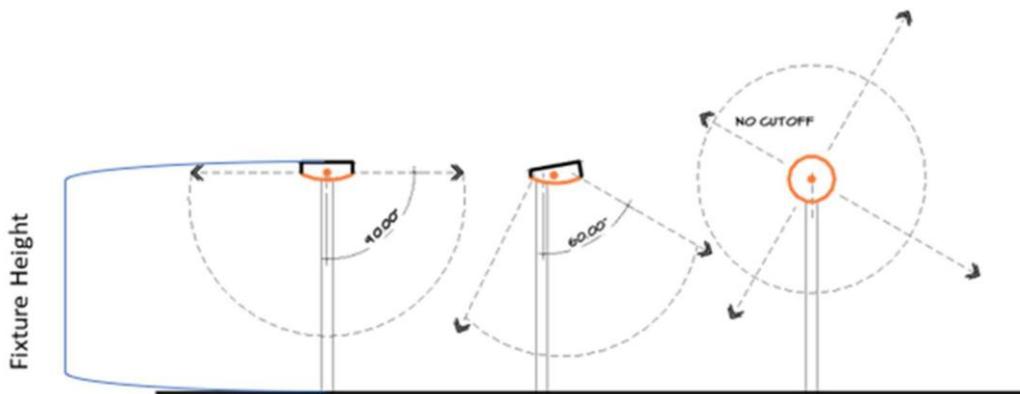
- (a) The maximum illumination at a Lot Line that abuts a lot zoned for single-family or mixed residential uses shall be 0.3 foot-candles.
- (b) The maximum illumination at a Lot Line that abuts any other use shall be one (1)-foot-candles.
- (c) The fixture height in parking lots shall not exceed twenty (20) feet. Fixture height shall be measured from the finished grade to the topmost point of the fixture.
- (d) Lighting located under canopies shall be flush mounted or recessed within the canopy.

All proposed Lighting will conform to the above standards.

(e) **Prohibited Lighting:**

- i. Search lights, beacons, laser source lights, or any similar high-intensity or flashing lights are prohibited, except in emergencies by police and/or fire department personnel.

**Figure 3N8.01  
Lighting Cutoffs**



No prohibited Lighting is being proposed as a part of this development plan.

12. **Pedestrian Amenities** - Pedestrian amenities, such as wide sidewalks, crosswalks, benches, and green spaces, shall be creatively integrated into the development to enhance accessibility and promote a walkable environment for the community as determined by the Township Trustees in an approved Development Plan. Additionally, the following requirements shall apply:

- (a) Refugee Road shall have a ten (10)-foot multi-use path (within a fifteen (15)-

foot MUP easement) on both sides of the road.

Curb ramps and crosswalks shall be installed pursuant to the [American Disability Act](#) requirements; and

- (b) Multi-use paths and sidewalks shall be constructed immediately outside the road right-of-way within a fifteen (15)-foot MUP easement, or ten (10)-foot sidewalk easement designated for such public use.
- (c) For all Townhome (Row or Pinwheel Design), Multi-Family Buildings, and Multi-Use Buildings, pedestrian pathways connecting buildings with parking areas shall be provided. Pedestrian pathways must also connect to a multi-use path required in this Section.

13. **Landscaping & Buffering** - All sites must be well landscaped and buffered to minimize the impacts of certain site components, including trash receptacles, storage, parking, utilities, and mechanicals as determined by the Township Trustees. However, at a minimum, the Development Plan shall comply with the following requirements:

- (a) A Perimeter Buffer shall be required in the areas depicted by a white dashed line on Figure 3N2.01. Additionally, a Perimeter Buffer shall apply when a proposed Development Plan abuts a property within the CGPOD that has not yet pulled down the cloud and is following the underlying zoning that allows single-family uses.
- (b) **Perimeter Buffer Requirements:**
  - i. A typical perimeter buffer shall be fifty (50) feet in width, unless otherwise approved by the Township Trustees as shown on an approved Development Plan. The Township Trustees may adjust (increase or decrease) the buffer width, depending upon the following factors:
    - 1. The adjacent land uses and zoning classifications;
    - 2. The location of the multi-use path;
    - 3. Existing tree lines and other existing natural features; or
    - 4. Other relevant factors as determined by the Township Trustees.
  - ii. A buffer of one hundred (100) feet in width shall be provided on any property in the Mixed-Use Subarea adjacent to any existing residential lot outside of the CGPOD.
  - iii. The buffer shall contain native vegetation and trees and shall be mounded or mimic the natural condition of a forest edge to reduce noise pollution and visual impacts of the development from adjacent land uses

- iv. The images in Figures 3N8.02 and 3N8.03 show the ideal perimeter buffer. A multi-use path shall be included in the buffer along with a mix of deciduous and evergreen species to enhance year-round screening.

Screening is present along the dashed white line in the figure within this development plan. Mounding is minimized however to preserve existing trees. For more information see Tab 6 Exhibits D1-D4, F1-F2, and G5.

**Figure 3N8.02  
Perimeter Buffer with Mound**

BUFFER WITH A MOUND

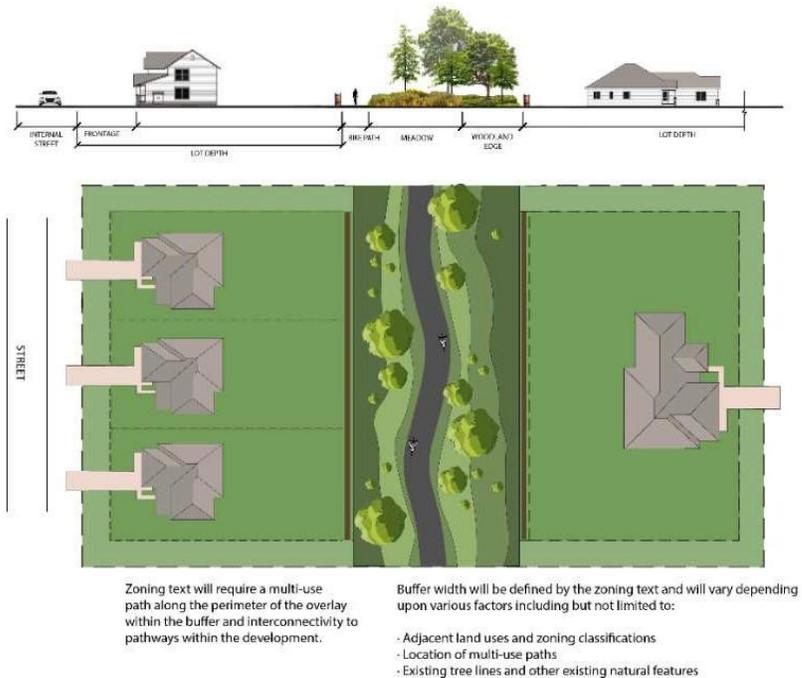


Zoning text will require a multi-use path along the perimeter of the overlay within the buffer and interconnectivity to pathways within the development.

Buffer width will be defined by the zoning text and will vary depending upon various factors including but not limited to:

- Adjacent land uses and zoning classifications
- Location of multi-use paths
- Existing tree lines and other existing natural features

## BUFFER WITHOUT A MOUND



**Figure 3N8.03**  
**Perimeter Buffer without Mound**

- v. Buffers must include a fence on each side of the buffer which will serve as a clear borderline between the buffer and the fee simple lots.
1. Fence Design:
    - (a) Maximum Height: Four (4) feet.
    - (b) Material: The fence shall be designed to comply with the Violet Township standard fence requirements for buffers.
  - (c) **Native Plants in Ohio:** Ohio boasts about nineteen hundred (1,900) native plant species, all uniquely adapted to the local climate and soil, contributing to biodiversity and ecological health. Planting a diverse mix of native species helps safeguard against pests and diseases, ensuring ecosystem resilience. Notable species for this purpose include Blue-eyed Mary, Wild Bergamot, Eastern Columbine, Gray Goldenrod, Northern Spicebush, and Wild Geranium. For a complete list, visit [ohionativeplantmonth.org](http://ohionativeplantmonth.org). For promoting biodiversity, reducing the likelihood of an outbreak of disease, and overall ecological health of the Overlay area, all required plantings in this Article shall include a diverse range of plant species as determined by the Township Trustees.
  - (d) **Tree Preservation:** All major trees shall be preserved, unless exempted, as follows:

- i. The proposed structure or vehicular use area cannot be located in a manner to avoid removal of the tree while at the same time permitting desirable and logical development of the lot. Such trees shall be identified on the Development Plan approved by the Township Trustees.
- ii. The tree is damaged, diseased, or otherwise is an undesirable species in its present location as indicated on the Development Plan approved by the Township Trustees.

All good faith efforts will be made to preserve trees, however some trees will be removed to accommodate retention and Paths, for more information see tab 6 Exhibit F1 & F2.

- (e) **Parking Lot Screening:** Any surface parking areas adjacent to an existing or planned public right-of-way shall be screened from the respective right-of-way with a minimum of a thirty-six (36)-inch continuous planting hedge and tree combination. The height shall be measured from the grade of adjacent parking area;

There are no parking lots being proposed as a part of this Development plan.

- (f) **Refugee and Pickerington Road Setback Landscaping:** Throughout the Setback area along Refugee and Pickerington Roads, there shall be a minimum of four (4) trees per one hundred (100) lineal feet. Trees may be deciduous, coniferous or a combination thereof. This requirement shall not apply in the areas of ingress and egress, or to existing trees which are undisturbed by the project.

(g) **Mechanical Equipment, Service Areas, and Screening Requirements**

- i. Mechanical Equipment and Generators: External mechanical equipment must be screened from public rights-of-way and adjacent single-family lots using one of the following:
  - 1. A wall or fence at least one (1)-foot taller than the equipment, made of materials matching the principal building.
  - 2. Evergreen landscaping at least one (1)-foot taller than the equipment, installed in a linear fashion with a maximum spacing of twelve (12) feet.
  - 3. Rooftop mechanicals must be screened by a parapet wall or similar mechanism extending at least one (1)-foot above the units.
- ii. Service, Production, and Loading Zones: These areas must be located at the rear or side of buildings and screened on all sides from property lines, public roads, and private streets using:
  - 1. A six (6)-foot wall or mound with landscaping.
  - 2. Evergreen trees at least five (5) feet tall, spaced a maximum of

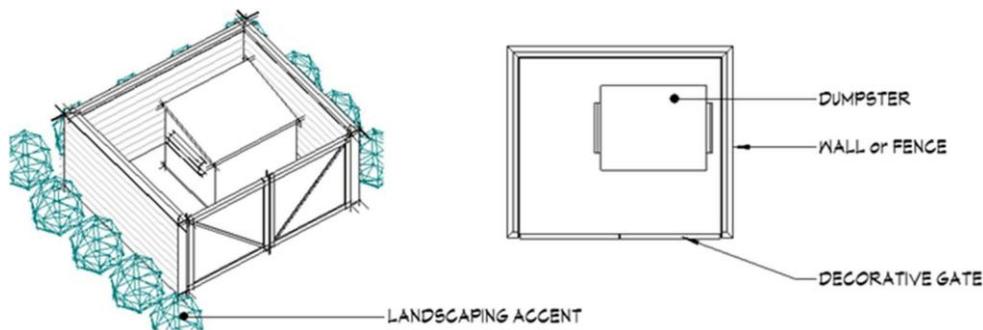
twelve (12) feet apart.

iii. Trash Containers and Storage Areas:

1. Must be screened on three (3) sides by a wall or fence one (1)-foot taller than the container or stored materials, with materials matching the principal building. The fourth side must have a solid, decorative gate of the same height.
2. Accent landscaping, such as shrubs, must be planted no more than five (5) feet apart around the perimeter of walls or fences.

No Service areas, mechanical equipment or trash containers are being proposed as a part of this development plan.

**Figure 3N8.04**  
**Dumpster Enclosure and Accent Landscaping**



14. **Signage** - All signs and graphics within the CGPOD shall be compatible in size, location, height, material, shape, color, and illumination while considering different use types throughout the development. A Master Signage Plan for all portions of the CGPOD may be submitted as part of a Final Development Plan application. If a Master Signage Plan is approved as part of the Final Development Plan, then the Zoning Inspector may issue a permit for each approved sign. If no Master Signage Plan is approved as part of the Development Plan, then each sign shall be submitted as its own Development Plan for approval pursuant to Section 3N4, prior to the Zoning Inspector issuing a permit for said sign. All signs in the CGPOD must comply with the following regulations:

(a) **Prohibited Signs:**

The following permanent signs shall be prohibited: portable displays or mobile signs, flags, banners, pennants, gas or air-filled devices, revolving or rotating signs, exposed neon signs, exposed LED signs, signs with flashing messages or bare bulbs, signs on backlit awnings, video signs, signs with moving text or pictures, and bench signs, monopole signs, roof signs, and rotating signs. Off premise signs shall also be prohibited.

- (b) **General Sign Requirements:** All signs shall comply with the following

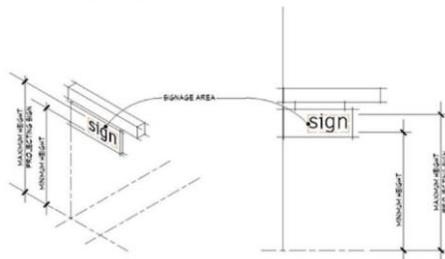
requirements:

- i. Signs shall be designed utilizing natural materials such as stone, wood, or brick for eighty percent (80%) of the sign. Sign colors and fonts should also align with the character of the area and match the colors of the primary building, utilizing leaf greens, browns, tans, greys, whites, sky blue, and brick red..
- ii. Signs shall not be painted directly on the surface of the building, wall or fence.
- iii. Signs shall have a maximum of two (2) sign faces per sign.
- iv. Sign placement shall not create a vehicular sight distance limitation or other visual barrier and it shall not otherwise create a safety hazard that will adversely affect the public health, safety or general welfare. The use of clear sight triangles at roadway and driveway intersections is required to ensure that motorists have the greatest sight distance available to them before entering or exiting a roadway.
- v. Each building and unit, if applicable, shall have an address number that is clearly visible from the public right-of-way. Such Signs shall not require a development plan or permit.

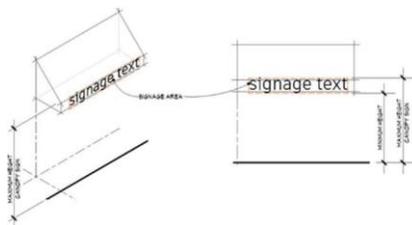
This development Plan shall comply with all standards set forth in the CGPOD and Violet Township Zoning Resolution. For more information on sign compliance, see exhibit C3, E3 and E4.

(c) **Types of Signs :** The following types of signs are permitted within the CGPOD.

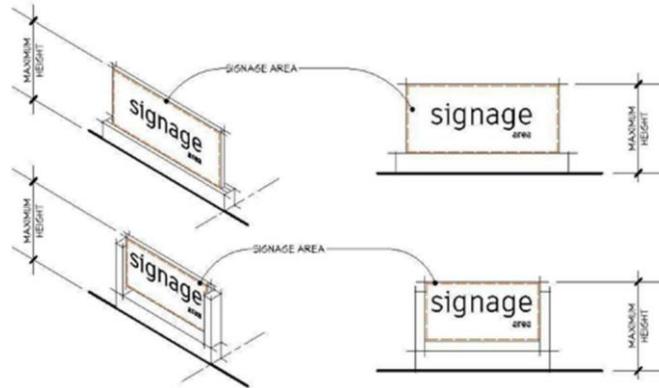
- i. Projecting Signs



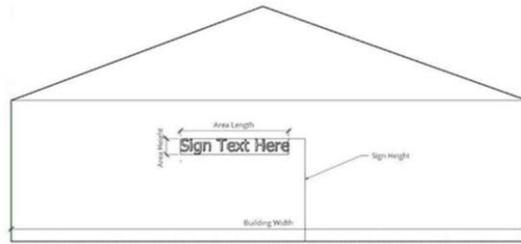
- ii. Canopy Signs



iii. Ground Signs



iv. Wall Signs



v. Window Signs

(d) **Number and Size of Signs.** The number and size of signs shall be as approved by the Township Trustees as part of a Development Plan.

15. **Building Design Standards** - The intent of the Building Design Standards is to create a cohesive, aesthetically pleasing environment that promotes the use of natural materials to maintain a sense of harmony among surrounding properties. These standards will ensure that the area's architecture reflects a balance between individuality and consistency. The following design requirements aim to achieve this vision:

- (a) **Design Elements:** For all new buildings, blank walls shall not be permitted. Where expanses of solid walls are necessary, they may not exceed twenty (20) feet in length. There shall be a minimum of three (3) design elements for every

one hundred (100) feet of elevation facing a public right-of-way. There shall be a minimum of two (2) design elements for every one hundred (100) feet of elevation not fronting on a public right-of-way. Approved design elements:

- i. Columns designed with brick or stone to complement the building facade. The Zoning Commission shall recommend the width, subject to approval by the Township Trustees as part of the Development Plan.
- ii. A door at least twenty-eight (28) square feet in area with a portico or covered entry that integrates contemporary urban design.
- iii. A window of at least six (6) square feet in area. Multiple windows smaller than ten (10) square feet shall count as one (1) element.
- iv. A masonry water table feature that enhances durability and visual appeal.
- v. Trellis systems containing plants or other vertical greenery to soften the facade.
- vi. Patios or decks designed to blend seamlessly with the building's aesthetic while adhering to setback requirements.
- vii. Awnings with modern design elements that complement the streetscape and enhance the pedestrian experience.
- viii. Permanent architectural features such as street furniture, landscaped garden areas, and urban art installations that are integrated into the streetscape design. These must align with the overall design theme and be approved by the Zoning Commission.
- ix. Balconies and chimneys shall be prohibited from facing a public right of way to maintain a cohesive streetscape.

All proposed architecture will comply, for more information see the Architectural Elevations in Tab 7.

**(b) Building Materials**

- i. All exterior walls shall be comprised of natural materials or of synthetic materials that the Township has deemed to mimic the look of natural materials. This permitted list of materials includes only the following: brick, stone, native or cultured stone, wood, or fiber cement. Foundations must be clad with the same natural material utilized on building to blend with the overall architecture of the structure. Exposed cement block or split face block foundations shall be prohibited.
- ii. As technology evolves, newer synthetic materials, that did not exist at the time of the adoption of this Article, may be created and may mimic the look of the natural materials required within this Section. The Board of Trustees may approve the use of a newer material under the following conditions:
  1. The manufacturing of said material did not exist at the time of adoption of this Article (insert date here); and
  2. The Board of Trustees determines that said material provides a substantially similar appearance to the natural materials required by this section.

3. The Board of Trustees determines that the synthetic material has been demonstrated to have equivalent or superior performance and durability compared to its natural material counterpart.
- iii. Vinyl, copper, and aluminum shall be prohibited except when used for trim details such as downspouts, soffits, gutters, and shutters and made to appear as a natural material as determined by the approved Development Plan.

All proposed architecture will comply, for more information see the Architectural Elevations in Tab 7.

**(c) Building Colors**

- i. Building colors shall blend with the surrounding properties and be consistent with the neighborhood's visual character. Earth tones, such as browns, tans, and grays, are preferred to match the use of natural materials.
- ii. White and brick red may be utilized, but starkly contrasting colors (e.g., black) are discouraged, particularly in areas adjacent to brick or other traditional materials. Accent colors, such as leaf greens and sky blues, may be used sparingly but shall not dominate the overall color scheme.

All proposed architecture will comply, for more information see the architectural elevations in Tab 7.

**(d) Façade Articulation**

- i. The vertical plane of the façade of a mixed-use building shall be broken up with a high level of articulation. The applicant shall comply with all the following regulations to meet the intent of this requirement:
  1. The use of different architectural elements on the ground floor than upper floors shall be required. These elements shall include a change in building material or trim accent, cornice lines, variations in window sizes and/or treatments, and awnings.
  2. A minimum of fifty percent (50%) of the first (ground) floor façade shall consist of pedestrian entrances or windows. Windows shall be clear glass. Opaque or reflective glass is prohibited.
  3. Articulation of the roof ridge, eave, and/or parapet lines shall be provided to avoid long, unbroken, and/or horizontal roof lines.

All proposed architecture will comply, for more information see the Architectural Elevations in Tab 7.

**(e) Building Projections/Recesses**

- i. A mixed-use building shall comply with one of the following projection/recess requirements:

1. **Vertical Projections/Recesses:** At intervals of no more than fifty (50) feet of building length, there shall be a projection or recess of at least two (2) feet, extending from the base to the eave of the building. A change in building material or color may be utilized to comply with this requirement if the Township Trustees determine such change in material or color achieves the same effect as a vertical projection or recess.

All proposed architecture will comply, for more information see the Architectural Elevations in Tab 7.

**Horizontal Projections/Recesses:** The upper stories shall be projected or recessed from the first (ground) floor by at least two (2) feet for a minimum of fifty percent (50%) of the front plane.

(f) **Roofing**

- i. Roof designs shall incorporate architectural treatments—such as parapets, gables, or sloped roof elements—with a minimum 6:12 pitch to create the visual impression of a pitched roof when viewed from the adjacent street or public right-of-way, regardless of the underlying roof structure. All rooftop mechanical equipment must be fully screened from view from the public right-of-way and adjacent buildings, using materials and design elements that are architecturally integrated with the overall building design.
- ii. Consistent roof materials shall be required throughout the subareas. Permitted materials include:
  1. Architectural shingles;
  2. Standing seam metal; and
  3. Slate or simulated slate.
- iii. The color of the roof shall blend and be complimentary to the building color. Earth tones, such as browns, tans, and grays, are preferred to match the use of natural materials. The use of white roofs on commercial buildings is also permitted.
- iv. Green roofs as defined in Section 3N9 may be permitted when included in a development plan approved by the Township Trustees.
- v. Roofs may incorporate a variety of types, such as gable and dormer designs. Other roof types may be approved where appropriate as determined by the Township Trustees with Development Plan approval.
- vi. For Mixed Use Buildings, the building height shall be varied or appear to be varied using different roof pitches or parapets. Uniform roof heights

across multiple buildings or within a single large structure are prohibited unless approved by the Township Trustees.

All proposed architecture will comply, for more information see the Architectural Elevations in Tab 7.

16. **Mailboxes** - When cluster mailbox units are required by the U.S.P.S., said units shall be located outside the public right-of-way and appropriately distributed throughout the development. An appropriate amount of off-street parking spaces shall be provided to ensure proper traffic circulation throughout the development. Final unit and parking locations and number of off-street parking spaces shall be determined and controlled by the Development Plan approved by the Township Trustees. All cluster mailbox units and associated off-street parking areas shall be privately maintained.

Mailboxes are proposed and located throughout the site, for more information refer to Tab 5 Exhibit C1.

17. **Utilities** - All utilities in the CGPOD shall be buried underground.

Utilities will be underground, see tab 8 for more information.

18. **Solar** – Where such use is permitted, roof-mounted solar panels may only be installed so as not to be visible.

Solar panels will comply with this requirement.

19. **Divergences** - The Township Trustees, as a part of the Development Plan approval process outlined in Section 3N4, may grant divergences from any standard or requirement in this Article except for permitted uses, the density of dwelling units per acre, and the percentage of required open space. An applicant requesting a divergence shall specifically and separately list each requested divergence and the justification therefore on the Development Plan with a request that the proposed divergence be approved “per plan”. No divergence shall be granted for the reduction of required open space, density, or uses other than those permitted in this Article.

No divergences are being proposed as a part of this Development plan.

20. **Compliance with Existing Development Standards** - All other development standards applicable to site development shall be required to be followed including, but not limited to:

(a) [Fairfield County Flood Damage Prevention Regulations.](#)

- (b) [Fairfield County Subdivision Regulations.](#)
- (c) [Fairfield County Roadway Design Manual.](#)
- (d) [Fairfield County Stormwater Design Manual.](#)
- (e) [Violet Township Access Management Regulations](#)

TAB 2  
DEED RESTRICTIONS

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**OF**

**[SUBDIVISION NAME] SUBDIVISION**

## TABLE OF CONTENTS

	<u>Page</u>
RECITALS .....	1
ARTICLE I DEFINITIONS .....	2
Section 1. Definitions .....	2
Section 2. Other Terms .....	5
ARTICLE II DECLARATION .....	5
ARTICLE III OBLIGATIONS OF DECLARANT .....	6
ARTICLE IV ASSOCIATION; MEMBERSHIP; VOTING; FUNCTIONS .....	6
Section 1. Membership in Association .....	6
Section 2. Voting Rights .....	6
Section 3. Functions .....	7
ARTICLE V BOARD OF DIRECTORS .....	7
Section 1. Management .....	7
Section 2. Initial Board of Directors .....	8
Section 3. Additional Qualifications .....	8
Section 4. Term of Office, Vacancy and Number of Directors After the Applicable Date .....	8
Section 5. Removal of Directors .....	9
Section 6. Duties of the Board of Directors .....	9
Section 7. Powers of the Board of Directors .....	10
Section 8. Limitation on Board Action .....	11
Section 9. Compensation .....	12
Section 10. Non-Liability of Directors .....	12
Section 11. Additional Indemnity of Directors .....	12
Section 12. Bond .....	12
Section 13. Initial Management .....	13
ARTICLE VI REAL ESTATE TAXES; UTILITIES .....	13
Section 1. Real Estate Taxes .....	13
Section 2. Utilities .....	13
ARTICLE VII ENCROACHMENTS AND EASEMENTS IN COMMON AREAS .....	13
ARTICLE VIII DELINEATION OF HOMEOWNERS ASSOCIATION VERSUS LOT OWNERS' MAINTENANCE, ETC. OBLIGATIONS .....	14
Section 1. Homeowners Association Obligations .....	14
Section 2. Maintenance of Individual Lots .....	14

Section 3. Damage to or Abuse of Common Area .....	14
Section 4. Access to Lots and Easements.....	14
Section 5. Storm Water Quality and Best Management Practices .....	15
ARTICLE IX ARCHITECTURAL STANDARDS.....	15
Section 1. Architectural Control Committee .....	16
Section 2. Approval Process.....	16
Section 3. Power of Disapproval .....	16
Section 4. Duties of Committee.....	17
Section 5. No Waiver of Future Approvals .....	17
Section 6. Variance.....	17
Section 7. Compliance with Guidelines .....	18
Section 8. Non-Liability of DECLARANT and Committee .....	18
Section 9. Inspection .....	18
Section 10. No Compensation .....	18
ARTICLE X USE RESTRICTIONS/COVENANTS AND REGULATIONS.....	18
Section 1. Intentionally Omitted.....	19
Section 2. DECLARANT’S and the Association’s Rights to Perform Certain Maintenance and Removal .....	19
Section 3. Ditches and Swales and Erosion Control .....	19
Section 4. Drilling .....	19
Section 5. Ground Elevations and Erosion Control.....	19
Section 6. Insurance Impact .....	20
Section 7. Landscape Easements .....	20
Section 8. Tree Preservation.....	20
Section 9. Maintenance of Lots and Improvements .....	21
Section 10. Occupancy and Residential Use of Partially Completed Dwelling Unit Prohibited .....	21
Section 11. Occupants Bound.....	22
Section 12. Quiet Enjoyment.....	22
Section 13. Residential Use.....	22
Section 14. Business Use.....	22
Section 15. Firearms.....	23
Section 16. Tents, Trailers and Temporary Structures .....	23
Section 17. Model Homes .....	23
Section 18. Non-Applicability to Association.....	29
Section 19. Sales Office .....	23
Section 20. Sanitary Waste Disposal.....	23
Section 21. Fences & Walls.....	24
ARTICLE XI ASSESSMENTS .....	29
Section 1. Annual Accounting.....	29

Section 2. Proposed Annual Budget.....	30
Section 3. Regular Assessments .....	30
Section 4. Special Assessments .....	32
Section 5. Failure of Owner to Pay Assessments .....	32
Section 6. Initial Budgets and Assessments .....	34
Section 7. Initial Working Capital and Start-Up Fund .....	34
Section 8. Compliance with Ohio Code .....	35
ARTICLE XII MORTGAGES.....	35
Section 1. Notice to Association .....	35
Section 2. Notice of Unpaid Assessments.....	35
ARTICLE XIII INSURANCE .....	35
Section 1. Insurance.....	35
Section 2. Insurance by Owners .....	36
ARTICLE XIV CASUALTY AND RESTORATION .....	36
ARTICLE XV AMENDMENT OF DECLARATION .....	37
Section 1. Generally .....	37
Section 2. Amendments by DECLARANT Only.....	38
ARTICLE XVI ACCEPTANCE AND RATIFICATION .....	39
ARTICLE XVII NEGLIGENCE .....	39
ARTICLE XVIII BENEFIT AND ENFORCEMENT.....	39
Section 1. Covenants Appurtenant to Land.....	39
Section 2. Prosecution of Violations .....	40
ARTICLE XIX MISCELLANEOUS.....	40
Section 1. Costs and Attorney Fees .....	40
Section 2. Waiver .....	40
Section 3. Severability Clause.....	41
Section 4. Pronouns .....	41
Section 5. Interpretation .....	41
Section 6. Delegation of Use of the Common Areas.....	41
Section 7. The Plat.....	41
Section 8. Grievance Resolution .....	41

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
[SUBDIVISION NAME] SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions (“Declaration”) of [Subdivision Name] (hereinafter “Subdivision,” “Community” or “[Subdivision Name]”) is made this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by [DEVELOPER] (the “**DECLARANT**”).

**WITNESSETH:**

**RECITALS**

WHEREAS, **DECLARANT** is the Owner of real estate in [County Name] County, State of Ohio, more particularly described in **Exhibit A** attached and made a part hereof, comprised of approximately \_\_\_\_\_ acres; and

WHEREAS, **DECLARANT** desires and intends to create on the Real Estate a residential community with public streets, with identification signage, and complimentary landscaping at the entranceway and with open spaces and with common areas for surface water management while also serving as open space, all for the benefit of such residential community, to be known as “[Subdivision Name] Subdivision” as shown on **Exhibit B**; and

WHEREAS, **DECLARANT** intends to develop the [Subdivision Name] Subdivision in separate sections, all of which comprise the [Subdivision Name] Subdivision, beginning with an initial section comprised of approximately \_\_\_\_\_ acres known as [Subdivision Name] Section 1 as shown on **Exhibit C**; and

WHEREAS, **DECLARANT** desires to provide, subject to this Declaration, a common interest community which addresses commonly owned real estate, their maintenance and other obligations, and the finances to honor these and other community obligations; and

WHEREAS, **DECLARANT** desires to subject the Initial Tract to certain rights, privileges, covenants, restrictions, easements, assessments, charges and liens, each and all to the extent herein provided, for the benefit of the Initial Tract and each Owner of all or part thereof; and

WHEREAS, **DECLARANT** deems it desirable, to accomplish these tasks in said Initial Tract, to create an organization to which shall be delegated and assigned the powers of supervising, maintaining and administering any common areas and maintenance expense areas detailed in the Initial Tract, administering and enforcing the covenants and restrictions contained in this Declaration, collecting and disbursing the assessments and charges imposed and created hereby and hereunder, and promoting the common interest of the Owners of the Initial Tract, and all parts thereof; and

WHEREAS, **DECLARANT** has caused “[Subdivision Name] Homeowners Association, Inc.” to be incorporated under the provisions of Chapter 1702 of the Ohio Revised Code, as the referenced organization for the purpose of exercising such functions;

NOW THEREFORE, **DECLARANT**, as Owner of the Initial Tract hereby declares that the Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth.

## **ARTICLE I DEFINITIONS**

**Definitions.** The following words and terms, when used herein or in any supplement or amendment hereto, unless the context clearly requires otherwise, shall have the following meanings:

(a) “Additional Property” shall mean any real estate, excluding the Initial Tract, which may in part or in total be made subject to this Declaration but **ONLY** if the Additional Property is developed as a subdivision for detached single family homes;

(b) “Applicable Date” shall mean and refer to the date determined pursuant to Article IV of this Declaration; and refers to the time at which the **DECLARANT** relinquishes control of the governance of the Association as detailed on Article IV;

(c) “Articles” shall mean and refer to the Articles of Incorporation of the Association, as the same may be amended from time to time;

(d) “Association” or “HOA” shall mean and refer to [Subdivision Name] Homeowners Association, Inc., an Ohio nonprofit corporation organized under Chapter 1702 of the Ohio Revised Code, which **DECLARANT** has caused to be incorporated under said name, and its successors and assigns;

(e) “Board” or “Board of Directors” shall mean and refer to the governing body of the Association elected, selected or appointed as provided for in the Articles, Bylaws and this Declaration;

(f) “Bylaws” shall mean and refer to the Code of Regulations of the Association attached hereto as Exhibit D, as the same may be amended from time to time;

(g) “Code” shall mean and refer to the Ohio Nonprofit Corporation Law, Chapter 1702 of the Ohio Revised Code, as amended;

(h) “Committee” shall mean and refer to the “[Subdivision Name] Architectural Control Committee”, the same being the committee or entity established pursuant to Article IX of this Declaration for the purposes therein stated;

(i) “Common Areas” denominated by such title [or “Open Space or such similar term] on recorded plats (“Plats”) of this community and will ultimately be transferred in legal title to the HOA by the **DECLARANT** and thereafter be commonly owned by the HOA. Common areas limited in use to less than all of the Owners, if any, are labeled “Limited Common Area.” All common areas not labeled Limited Common Area are general Common Areas available to all Owners in the Subdivision.

Subject to the tree preservation requirements contained herein, the HOA at all times herein has rights as respects these common areas to regulate the use thereof, to make and/or remove improvements thereon (except for the removal of fencing installed by **DECLARANT** (other than to repair or replace such fencing)), including but not limited to landscaping, and to provide utilities thereto with the attendant responsibility to care for and maintain same. Illustrative of such areas are the common areas denominated as such on Exhibit B.

The **DECLARANT** expects to convey legal title to Common Areas to the HOA as soon after the Applicable Date as any related mortgage of **DECLARANT** thereon is satisfied in full but reserves the right to transfer such title earlier in **DECLARANT**'s sole discretion. The Board, after the initial Board is replaced, is empowered to accept title subject to a mortgage if it is satisfied with assurances of payment thereof by **DECLARANT**. **DECLARANT** reserves the right to relocate and/or reconfigure the open space or common areas as precise engineering for the site may dictate;

(j) “Common Expenses” shall refer to expenses of administration of the HOA and for their exercised rights and obligations detailed in the definitions for “Common Areas” and “Maintenance Expense Areas” and shall also include the cost of overseeing areas designated on recorded Plats of [Subdivision Name] labeled “Common Area” [or “Open Space”];

(k) “Community” or “Project” refers to the [Subdivision Name] area depicted on Exhibit B as it is developed and as it continues to exist after the Applicable Date;

(l) “**DECLARANT**”, ALSO KNOWN AS “**DEVELOPER**”, SHALL MEAN AND REFER TO [**DEVELOPER**] AND ANY SUCCESSORS AND THEIR ASSIGNS INCLUDING, BUT NOT LIMITED TO, ANY MORTGAGEE ACQUIRING TITLE, TO ANY PORTION OF THE REAL ESTATE PURSUANT TO THE EXERCISE OF RIGHTS UNDER, OR FORECLOSURE OF, A MORTGAGE EXECUTED BY **DECLARANT**;

(m) “Dwelling Unit” shall refer to a single free-standing residential structure on an individual lot or multiple lots;

(n) “Initial Tract” shall refer to the **Exhibit C** real estate to be platted [Subdivision Name] Section 1, and shall be comprised of \_\_\_ Lots;

(o) “Lot” means any plot of ground designated as such upon the recorded final plat(s) of [Subdivision Name] (the “Final Plat(s)”), and upon which one (1) Dwelling Unit is constructed or is to be constructed. When Lot is used it shall be deemed to include the Dwelling Unit, if any, located thereon;

(p) “Maintenance Expense Areas” certain aesthetic, informational and other amenities influenced by the natural features of the Real Estate have been used in the development design to differentiate this community from other communities. As a consequence thereof, easement areas or improvements in dedicated rights-of-ways have or will be created shown on recorded plats that reserve to **DECLARANT** and after the Applicable Date the HOA certain rights and/or responsibilities. Illustrative of these areas are the following:

- (1) Common Areas and any dedicated common access thereto. These areas shall not include easement areas across lots nor any Tree Preservation Areas on such lots, which maintenance shall be the responsibility of the respective Owners.
- (2) The identification walls at the Community entrances and complimentary landscaping and possibly water and electric service for such identification within easements designated on recorded plats.
- (3) If the **DECLARANT** or the HOA after the Applicable Date contracts, under lease, with an electric utility to install street lighting in [Subdivision Name] the lease payments shall be a common expense.
- (4) Maintenance and repair of the fencing in Common Areas as indicated on the Plat for the Subdivision, and maintenance and preservation of trees in any Tree Preservation Areas in the Common Areas.

(q) “Member” means a Member of the Association;

(r) “Mortgagee” shall mean and refer to the holder of a recorded first mortgage lien on a Lot or Dwelling Unit;

(s) “Open Space Areas/Common Areas.” In addition to the retention ponds being open space areas, other space labeled as noted is contemplated, some of which may be Limited Common Area;

(t) “Owner” shall mean and refer to the record Owner, whether one or more Persons, of the fee simple title to any Lot, but in any event shall not include or mean or refer to

a mortgagee or tenant unless and until such mortgagee or tenant has acquired title to any Lot, but upon so acquiring title to any Lot a mortgagee or tenant shall be an Owner;

(u) "Person" shall mean and refer to an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof;

(v) The "Real Estate" shall mean and refer to the parcel of real estate in [County Name] County, Ohio, described in Exhibit "A" attached to this Declaration and subject thereto, as referred to in the first recital clause of this Declaration;

(w) The description of "[Subdivision Name], Section 1" consists of \_\_\_\_\_ (\_\_\_) Lots numbered 1 through \_\_\_ inclusive. Consequently, the legal description for each Lot in this subdivision shall be as follows:

[INSERT LEGAL DESCRIPTION BASED ON PLAT]

(x) "Restrictions" shall mean and refer to the agreements, conditions, covenants, restrictions, easements, assessments, charges, liens and all other provisions set forth in this Declaration, as the same may be amended from time to time (see Article X);

(y) "Rules and Regulations" are the rules and regulations relative to the use, occupancy, operation and enjoyment of the Real Estate, Common Areas and individual Lots that are part of this Subdivision.

(z) "Tree Preservation Area(s)" shall mean those areas designated as such on any Plat, subject to drainage improvements, drainage easements as required by applicable law or local authority, and such other easements as are shown on the Plats or other plans for the Community.

**Other Terms.** Other terms and words defined elsewhere in this Declaration shall have the meanings herein attributed to them.

## ARTICLE II DECLARATION

**DECLARANT** hereby expressly declares that the Initial Tract shall be held, transferred and occupied subject to the Restrictions as covenants running with the Real Estate. The Owners of any Lot subject to these Restrictions, and all other Persons, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from **DECLARANT** or a subsequent Owner of such Lot, or (ii) by the act of occupancy of any Lot, shall conclusively be deemed to have accepted such deed, executed such contract and undertaken such occupancy subject to each Restriction and agreement herein contained. By acceptance of such deed, or execution of such contract, or undertaking such occupancy, each Owner and all other Persons acknowledge the rights and powers of **DECLARANT**, the

Committee and of the Association with respect to these Restrictions, and also for itself, its heirs, personal representatives, successors and assigns, covenant, agree and consent to and with **DECLARANT**, the Committee, the Association, and the Owners and subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreement.

### **ARTICLE III OBLIGATIONS OF DECLARANT**

**DECLARANT** has constructed or provided for, or will prior to the Applicable Date construct or provide for, the following:

- (a) a storm drainage system for the Initial Tract, including structures and drainage courses;
- (b) at the sole discretion of the **DECLARANT**, the installation in the designated easements of the subdivision identification signage and landscaping at the entranceway to [Subdivision Name] and possible water and electric service to accommodate same; and
- (c) the Common Areas described in Article I(1)(i).

### **ARTICLE IV ASSOCIATION; MEMBERSHIP; VOTING; FUNCTIONS**

**Membership in Association.** **DECLARANT** and each Owner of a Lot shall, automatically upon becoming an Owner, be and become a Member of the Association and shall remain a Member until such time as his ownership of a Lot ceases, but membership shall terminate when such Owner ceases to be an Owner, and membership will be transferred to the new Owner of his Lot; provided, however, that any Person who holds the interest of an Owner in a Lot merely as security for the performance of an obligation shall not be a Member until and unless he realizes upon his security, at which time he shall automatically be and become an Owner and a Member of the Association.

**Section 2. Voting Rights.** The Association shall have the following classes of membership, with the following voting rights:

- (a) Class A. Class A Members shall be all Owners except Class B Members. Each Class A Member shall be entitled to one (1) vote for each Lot of which such Member is the Owner with respect to each matter submitted to a vote of Members upon which the Class A Members are entitled to vote. When more than one (1) Person constitutes the Owner of a particular Lot, all such Persons shall be Members of the Association, but all of such Persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine and as amplified in the Bylaws if such determination is unavailable, but

in no event shall more than one (1) vote be cast with respect to any such Lot. Attendance at properly called Association meetings by one Member of a jointly titled Lot shall vest in such sole attending Member the entire one (1) vote;

(b) Class B. Class B Members shall be **DECLARANT** and all successors and assigns of **DECLARANT** designated herein as **DECLARANT** as Class B Members in a written notice mailed or delivered to the resident agent of the Association. Each Class B Member shall be entitled to four (4) votes for each Lot designated on [SUBDIVISION NAME] Plat(s), including Exhibit B, on all matters requiring a vote of the Members of the Association. **THE CLASS B MEMBERSHIP SHALL CEASE AND TERMINATE UPON THE FIRST TO OCCUR OF:**

(i) THIRTY (30) DAYS AFTER THE DATE UPON WHICH THE WRITTEN RESIGNATION OF THE CLASS B MEMBERS IS DELIVERED TO THE RESIDENT AGENT OF THE ASSOCIATION; OR

(ii) THIRTY (30) DAYS AFTER THE DATE WHEN ALL LOTS SUBJECT TO THIS DECLARATION ARE TITLED IN NAMES OTHER THAN THE **DECLARANT** OR AN ASSIGNEE OF THE **DECLARANT**.

THE DATE DETERMINED BY SECTION 2(B) ABOVE IS HEREINAFTER REFERRED TO AS THE "APPLICABLE DATE".

After the Applicable Date, Class B memberships shall be converted to Class A memberships, and each former Class B Member shall be entitled to one (1) Class A membership for each Lot owned.

The total possible votes for Class A Members prior to the Applicable Date considering only the Initial Tract is \_\_\_\_\_. The total votes for Class B Members prior to the Applicable Date considering only the Initial Tract is \_\_\_\_\_.

**Section 3. Functions.** The Association has been formed for the purpose of providing for the maintenance, repair, replacement, administration, operation of the Article III matters and, to pay any other necessary expenses and costs related thereto, and to perform such other functions as may be designated for it to perform under this Declaration.

## **ARTICLE V BOARD OF DIRECTORS**

**Management.** The business and affairs of the Association shall be governed and managed by the Board of Directors. No person shall be eligible to serve as a Member of the Board of Directors unless he is, or is deemed in accordance with this Declaration to be, an Owner, or a person appointed by **DECLARANT** as provided in Section 2 of this Article V.

**Initial Board of Directors.** The initial Board of Directors shall be composed of the persons designated pursuant to the Bylaws (herein referred to as the “Initial Board” or “Board”), who have been or shall be appointed by **DECLARANT**. Notwithstanding anything to the contrary contained in, or any other provision of, this Declaration, the Articles, the Bylaws or the Code (a) the Initial Board shall hold office until the first annual meeting of the Members of the Association occurring on or after the Applicable Date, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever prior to such first annual meeting occurring on or after the Applicable Date determined as provided above, every such vacancy shall be filled by a person appointed by **DECLARANT**, who shall thereafter be deemed a Member of the Initial Board. Each Owner, by acceptance of a deed to a Lot, or by acquisition of any interest in a Dwelling Unit by any type of judicial acts inter vivos or causa mortis, or otherwise, shall be deemed to have appointed **DECLARANT** as such Owner’s agent, attorney-in-fact and proxy, which shall be deemed coupled with an interest and irrevocable until the Applicable Date determined as provided above, to exercise all of said Owner’s right to vote, and to vote as **DECLARANT** determines, on all matters as to which Members of the Association are entitled to vote under the Declaration, the Articles, the Bylaws, the Code or otherwise. This appointment of **DECLARANT** as such Owner’s agent, attorney-in-fact and proxy shall not be affected by incompetence of the Owner granting the same. Each Person serving on the Initial Board, whether as an original Member thereof or as a Member thereof appointed by **DECLARANT** to fill a vacancy, shall be deemed a special member (“Special Member”) of the Association and an Owner solely for the purpose of qualifying to act as a Member of the Board of Directors and for no other purpose. No such person serving on the Initial Board shall be deemed or considered a Member of the Association nor an Owner of a Lot for any other purpose (unless he is actually the Owner of a Lot and thereby a Member of the Association).

**Additional Qualifications.** Where an Owner consists of more than one Person or is a partnership, corporation, trust or other legal entity, then one of the Persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot or Dwelling Unit may be represented on the Board of Directors by more than one Person at a time.

**Term of Office, Vacancy and Number of Directors After the Applicable Date.**

(a) Term. Subject to the provisions of Section 2 of this Article V, the entire membership of the Board of Directors shall be elected at each annual meeting of the Association. The Initial Board shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the first annual meeting of the Members occurring on or after the Applicable Date provided herein. After the Applicable Date, each Member of the Board of Directors shall be elected for a minimum term of one (1) year. Each Director shall hold office throughout the term of such Director’s election and until a successor is elected and qualified.

(b) Number of Directors After Applicable Date. The number of Directors to serve on the Board after the Applicable Date shall be a minimum of three (3) with a maximum of nine (9).

(c) Vacancies. Subject to the provisions of Section 2 of this Article V as to the Initial Board, any vacancy or vacancies occurring in the Board after the Applicable Date shall be filled by a vote of a majority of the remaining Members of the Board or by vote of the Owners if a Director is removed in accordance with Section 5 of this Article V. The Director so filling a vacancy shall serve until the next annual meeting of the Members and until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director so removed or in respect to whom there has otherwise been a vacancy. Any vacancy in a Director position that was appointed by **DECLARANT** must be replaced by a person designated by **DECLARANT**.

**Removal of Directors.** A Director or Directors, except the members of the Initial Board, may be removed with or without cause by vote of a majority of the votes entitled to be cast at a special meeting of the Owners duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners or until his successor is duly elected and qualified. Any vacancy in a Director position that was appointed by **DECLARANT** must be replaced by a person designated by **DECLARANT**.

**Duties of the Board of Directors.** The Board of Directors shall be the governing body of the Association representing all of the Owners and being responsible for the functions and duties of the Association, including but not limited to providing for the administration of the Real Estate, the management, maintenance, repair, upkeep and replacement of the Common Areas (unless the same are otherwise the responsibility or duty of Owners), and the collection of Regular Assessments and/or Special Assessments (collectively, the "Assessments") and other income, and disbursement of the Common Expenses. After the Applicable Date, the Board may employ a managing agent ("Managing Agent") upon such terms as the Board shall find, in its discretion, reasonable and customary. The Managing Agent, if one is employed, shall assist the Board in carrying out its duties, which include, but are not limited to:

(a) procuring of utilities used in connection with the Lots, Dwelling Units and Common Areas (to the extent the same are not provided and billed directly to Owners of Lots and Dwelling Units by utility companies);

(b) assessment and collection from the Owners of the Owners' respective shares of the Common Expenses;

(c) preparation of the proposed annual budget, a copy of which will be distributed, delivered and otherwise made available to each Owner at the same time as the notice of the annual or special meeting at which the same is to be acted upon is mailed or delivered;

(d) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; if possible, such accounting shall be distributed, delivered and otherwise made available to each Owner simultaneously with the distribution and publication of the proposed annual budget for the current year;

(e) keeping a current, accurate and detailed record of receipts and expenditures affecting the Common Areas and the business and affairs of the Association, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an Owner at any time during normal business hours by reasonable pre-arrangement;

(f) procuring and maintaining for the benefit of the Association, the Owners, any Managing Agent and the Board the insurance coverages required under this Declaration, the Code, Chapter 5312 of the Ohio Revised Code, and such other insurance coverages as the Board, in its sole discretion, may deem necessary or advisable;

(g) paying any other necessary expenses and costs in connection with the Common Areas (including open space common areas) and including the overseeing of open space preservation areas that are not common areas but instead are impositions by easement within the confines of Lots; and

(h) all duties and obligations imposed upon the Association or the Board under this Declaration, the Articles, the Bylaws, the Code or Chapter 5312 of the Ohio Revised Code.

**Powers of the Board of Directors.** The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of its duties. These powers include, but are not limited to, the power:

(a) to employ a Managing Agent to assist the Board in performing its duties;

(b) to purchase, lease or otherwise obtain for the Association, to enable it to perform its functions and duties, such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;

(c) to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;

(d) to employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas, and to perform all other maintenance, upkeep, repair and replacement duties of the Association and the Board;

(e) to include the costs of performing all of its functions, duties and obligations as Common Expenses and to pay all of such costs therefrom;

(f) to open and maintain a bank account or accounts in the name of the Association;

(g) to promulgate, adopt, revise, amend and alter from time to time such additional Restrictions, Rules and Regulations with respect to use, occupancy, operation and enjoyment of the Real Estate (Lots) and the Common Areas (in addition to those set forth in this Declaration) including but not limited to charging uniform fees for the use of Common Areas and to set and charge fees for late payment of assessments and fines for violations of Restrictions, Rules and Regulations as the Board, as allowed by Ohio law, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered to all Owners; any elimination, modification, or addition of Restrictions, Rules and Regulations shall require the written approval of the **DECLARANT** so long as **DECLARANT** owns any lot, which approval shall not be unreasonably delayed, conditioned, or withheld.

(h) to grant to such public or private companies, entities or bodies as the Board may approve, such easements as may be necessary to provide the Lots, Dwelling Units, and Common Areas with facilities for utility and similar services, including but not limited to cable television facilities and service, provided that such easements are located within or are coextensive with any one or more utility easements, maintenance and access easement, landscape and maintenance easements, shown upon, and identified as such on, or provided for in, any subdivision plat of the Real Estate, whether such plat is heretofore or hereafter recorded;

(i) shall have the right to convey title of Common Area to Owners to correct any overlaps or encroachments; and

(j) to borrow funds to perform its duties for the benefit of the Association and Owners and use the assessments as collateral, if collateral is required, to secure such financing.

**Limitation on Board Action.** After the Applicable Date, the authority of the Board shall be in accordance with Chapter 5312 of the Ohio Revised Code, and further limited to contracts involving a total expenditure of less than Thirty Thousand and No/100 Dollars (\$30,000.00) per year without obtaining the prior approval of a majority of the cumulative vote of the Owners, except that in the following cases such approval shall not be necessary:

(a) contracts for replacing or restoring portions of the Common Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received or for which the insurance carrier has acknowledged coverage;

(b) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; and

(c) expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

**Compensation.** No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority vote of the Owners. The Managing Agent, if any is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

**Non-Liability of Directors.** The Directors shall not be liable to the Owners or any other Persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association.

**Additional Indemnity of Directors.** The Association shall indemnify, hold harmless and defend any Person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director of the Association, against the reasonable expenses, including attorney fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director is liable for gross negligence or misconduct in the performance of his duties. The Association shall also reimburse to any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such Director was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent (if any) or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors. All Directors shall sign a commitment of professional behavior and agreement to avoid conflicts of interest.

**Bond.** The Board of Directors may provide surety bonds and may require the Managing Agent (if any), the treasurer of the Association, and such other officers as the Board deems necessary, to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors and any such bond shall specifically include protection for any insurance

proceeds received for any reason by the Board. The expense of any such bonds shall be a Common Expense.

**Initial Management.** Notwithstanding anything to the contrary contained in this Declaration, **DECLARANT** shall have, and **DECLARANT** hereby reserves to **DECLARANT**, the exclusive right to manage or designate a Managing Agent for the Real Estate and Common Areas, and to perform all the functions of the Association, until the Applicable Date. **DECLARANT** may, at its option, engage a Managing Agent affiliated with it to perform such functions and, in either case, **DECLARANT** or such Managing Agent shall be entitled to reasonable compensation for its services so long as **DECLARANT** secures **DECLARANT's** written consent to a required written contract which will not be unreasonably delayed, conditioned, or withheld. After the Applicable Date, the HOA shall be required to hire a professional management company, as a Managing Agent, to perform the administration duties of the HOA, including accounting, billing, contracting and other similar duties.

#### **ARTICLE VI REAL ESTATE TAXES; UTILITIES**

**Real Estate Taxes.** Real estate taxes on each Lot, and on any Dwelling Unit or other improvements on each Lot, are to be separately assessed and taxed to each Lot and shall be paid by the Owner of such Lot.

**Utilities.** Each Owner shall pay for his own utilities which, to the extent possible, shall be separately metered to each Lot and Dwelling Unit. Utilities which are not separately metered to an Owner's Lot or Dwelling Unit including utilities (if any) to community identification signage shall be treated as and paid as part of the Common Expense, unless otherwise determined by the Association.

#### **ARTICLE VII ENCROACHMENTS AND EASEMENTS IN COMMON AREAS**

If by reason of inexactness of construction, settling after construction, or for any other reasons, any Common Areas encroach on any Lot, an easement shall be deemed to exist and run to the Association for the maintenance, use and enjoyment of such Common Areas.

Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities, if any, in the Common Areas and serving his Dwelling Unit.

**ARTICLE VIII**  
**DELINEATION OF HOMEOWNERS ASSOCIATION VERSUS LOT OWNERS'**  
**MAINTENANCE, ETC. OBLIGATIONS**

**Homeowners Association Obligations.** Maintenance of the Common Areas, unless the same is otherwise the responsibility or duty of Owners of Lots shall be provided by the Association, however, this duty shall not include or be deemed or interpreted as a requirement that the Association, the Board or any Managing Agent must provide any on-site or roving guards, security service or security system.

**Maintenance of Individual Lots.** Except as otherwise noted, each Owner shall be responsible for maintaining and keeping his Lot and all improvements thereon not provided by the Association in a good, clean and sanitary condition, with an appearance which is complementary to the Subdivision. If any Owner shall fail to maintain and keep his property or any part thereof in a good, clean and sanitary condition with an exterior appearance up to the general standards of [Subdivision Name], the Association may perform any work necessary and charge the Owner thereof for such cost which shall be immediately due, and shall be secured by the Association's lien on the Owner's property in like manner to liens created for Assessments hereunder. Each Owner, by his acceptance of a deed to any Lot, irrevocably grants to the Association, its agents and employees, the right to enter upon, across and over the Lot owned by such Owner under such conditions as are reasonably necessary to affect the maintenance, cleaning, repair or other work permitted herein and agrees to reimburse the Association for all legal and administrative charges and court cost incurred to require an Owner to comply with the covenants, restrictions and rules and regulations of the Association.

**Damage to or Abuse of Common Area.** If, due to the willful, intentional or negligent acts or omissions of an Owner, or of a member of the Owner's family, or of a guest, tenant, or invitee or other occupant or visitor of the Owner, damage is caused to Common Areas or repairs and maintenance are accelerated relative to the Association's obligations and some maintenance or repairs are required, the Owner shall be required to pay for such damage. Upon demand by the Board, the cost of such repairs shall be immediately due and payable, and if not paid, a lien in like manner to the lien under Assessments may attach to the Owner's property, and costs of collection and reasonable attorney fees shall be added to any judgment entered on behalf of the Association.

**Access to Lots and Easements.** The authorized representatives of the **DECLARANT**, the Association, the Board and the Managing Agent for the Association (if any) shall be entitled to reasonable access to any Lot as may be required in connection with maintenance, repairs or replacements of or to the Common Areas and items, including, but not limited to, access to any easements reserved, granted or created by any [Subdivision Name] subdivision plat or of any portion of the Real Estate for such purposes.

**Storm Water Quality and Best Management Practices.** This Community has been designed and developed in accordance with the City of \_\_\_\_\_'s Storm Water Drainage Ordinance. As part of said ordinance, it is required to install and maintain devices known as Best Management Practices ("BMP's"). BMP's are designed to filter impurities in the storm water runoff from the community, preventing said impurities from entering into creeks, streams and rivers and are generally located near the detention ponds at the outlets of the storms sewers. Over time, as these impurities are collected within the BMP's, it will become necessary to have the impurities removed. Upon recording of the plats for the Community, the Association shall become responsible for the operation and maintenance and any costs or fees associated with all BMP's installed in the Community.

As part of the pre-construction approval process, the City of \_\_\_\_\_ requires that "BMP Operation and Maintenance Manuals" be submitted for the Community. By reference hereto, all BMP Operation and Maintenance Manuals that have been submitted are incorporated into and made a part of this Declaration. Any additional BMP Operation and Maintenance Manuals that are submitted for the Community, if any, shall also be incorporated into and made a part of this Declaration by reference.

## **ARTICLE IX ARCHITECTURAL STANDARDS**

Nothing, including any fence, deck, retaining walls, recreational equipment (including basketball goals, swing sets and play sets or other play equipment), or any structure, storage shed, doghouse or other improvements, shall be erected on any Lot, and no construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, no exterior alteration or modification of any residence or existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the Committee has been obtained pursuant to this Article.

**THIS ARTICLE SHALL NOT APPLY TO THE ACTIVITIES OF THE DECLARANT NOR TO CONSTRUCTION OR IMPROVEMENTS OR MODIFICATIONS TO THE COMMON AREAS BY OR ON BEHALF OF THE ASSOCIATION.**

**THIS ARTICLE MAY BE AMENDED BY DECLARANT, BUT NOT WITHOUT THE DECLARANT'S WRITTEN CONSENT SO LONG AS THE DECLARANT OWNS ANY LAND SUBJECT TO THIS DECLARATION, WHICH CONSENT SHALL NOT BE UNREASONABLY DELAYED, CONDITIONED OR WITHHELD.**

This Committee has the right to assign to the property manager to approve some or all Architectural Control Requests that fall within the scope of the Architectural Standards, Guidelines, Rules and Covenants. If the property manager determines the documents provide

inadequate direction the property manager should seek guidance from the Committee and the Board of Directors.

**Architectural Control Committee.** There shall be, and hereby is, created and established the “[Subdivision Name] Architectural Control Committee” (“Committee”), consisting of **DECLARANT**, which shall have exclusive jurisdiction over all construction on any portion of the Lots. UNTIL ONE HUNDRED PERCENT (100%) OF THE LOTS HAVE BEEN DEVELOPED AND CONVEYED TO PURCHASERS in the normal course of development and sale, the DECLARANT, or not more than five (5), nor less than three (3), Persons designated by it, SHALL CONSTITUTE THE COMMITTEE AND SHALL SERVE AT THE DISCRETION OF THE DECLARANT. THERE SHALL BE NO SURRENDER OF THIS RIGHT PRIOR TO THAT TIME EXCEPT IN A WRITTEN INSTRUMENT IN RECORDABLE FORM EXECUTED BY THE **DECLARANT**. **DECLARANT** RESERVES THE RIGHT TO DELEGATE COMMITTEE RIGHTS TO ANY OTHER ENTITY AT **DECLARANT’S** DISCRETION. After the sale of one hundred percent (100%) of the Lots, the Committee shall be a standing committee of the Association, consisting of not more than five (5), nor less than three (3), Persons as may, from time to time, be provided in the Bylaws. If the Bylaws do not at any time provide for the Committee, then the Board shall be and constitute the Committee.

**Approval Process.** The Committee has prepared and promulgated, on behalf of the Board of Directors, design and development guidelines and application and review procedures. Copies are on file in the office of the **DECLARANT** (or the Association, as the case may be) which are incorporated into this Declaration by reference. The guidelines and procedures shall be those of the Association, and the Committee shall have sole and full authority to prepare and to amend them. It shall make the guidelines and procedures available to Owners, builders, and developers who seek to engage in development of or construction, modification, addition or alteration made on or to any existing structure, upon all or any portion of the Lots and such Owners and builders shall conduct their operations strictly in accordance therewith. The Committee, or its designee, must give written approval, not to be unreasonably withheld, for any building contractor selected by the Owner for construction.

Prior to any construction on any Lot, the approval of the Committee must be obtained after written application has been made to the Committee by the Owner of the Lot requesting authorization from the Committee. Such written application shall be made in the manner and form prescribed from time to time by the Committee in its guidelines and procedures which will contain requirements to promote the standard of quality of workmanship and design and harmony of external design with existing structures, location in relation to surrounding structures, topography and finish grade elevation as determined by the Committee.

**Power of Disapproval.** The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

(a) the plans, specifications, drawings or other material submitted are, themselves, inadequate or incomplete, or show the proposed improvement to be in violation of these Declarations, the plat restrictions or any rules, regulations or guidelines adopted by the Committee;

(b) the design or color scheme of a proposed improvement or the materials proposed to be used are not in harmony with the general surroundings of the Lot or with adjacent buildings or structures in the sole opinion of the Committee acting in good faith;

(c) the proposed improvement, or any part thereof, would, in the sole opinion of the Committee acting in good faith, be contrary to the interest, welfare or rights of all or part of other Owners; or

(d) the removal or placement of landscaping or structures in the open space preservation easements.

**Duties of Committee.** The Committee shall approve or disapprove proposed improvements within sixty (60) calendar days after all required information has been submitted to it. One copy of the submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and in the event that such notification is one of disapproval, it shall specify the reason or reasons therefore. In the event that the Committee fails to provide written notice of approval or to request written notice for additional information within sixty (60) calendar days after submission of all required or requested information, the plans shall be deemed and presumed denied. APPROVAL BY THE COMMITTEE MUST BE IN WRITING, AND NO VERBAL APPROVALS ARE ALLOWED OR AUTHORIZED.

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

**Variance.** The Committee may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and applicable zoning laws, ordinances and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any

permit, the terms of any financing, or the initiation of work without the required approval of the Committee shall not be considered hardships warranting a variance.

**Compliance with Guidelines.** Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the Committee may be excluded by the Committee from the Real Estate without liability to any person, subject to the notice and hearing procedures contained in the Bylaws. Further, if any approval required by this Declaration is not granted in writing with respect to any item prior to its installation, the respective Owner thereof shall remove promptly the unapproved item or structure, upon request by **DECLARANT** or the Association.

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

**Inspection.** The Committee and the **DECLARANT** and/or any property management organization's personnel may inspect work being performed to assure compliance with these Restrictions, the plat restrictions and applicable regulations. However, neither the Committee, nor any member thereof, nor the **DECLARANT**, nor any agent or contractor employed or engaged by the Committee, or the **DECLARANT** shall be liable or responsible for defects, nonconformity or deficiencies in any work inspected or approved by it or them, or on its or their behalf. Further, no such inspection or approval given by or on behalf of the Committee, the **DECLARANT** shall be taken or deemed to be or constitute a warranty or guaranty of the work so inspected or approved.

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

## **ARTICLE X USE RESTRICTIONS/COVENANTS AND REGULATIONS**

The following covenants and restrictions contained below and made a part hereof concerning the use and enjoyment of the Lots, Dwelling Units, and Common Areas (and Article VIII) are in addition to any other covenants or restrictions contained herein and in the Final Plat(s) of [Subdivision Name]. All such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the

benefit of and are enforceable by an Owner, or by the Association. In addition to any other remedies herein provided, present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof including reasonable attorney fees, but there shall be no right or reversion or forfeiture resulting from such violation.

**Intentionally Omitted.**

**DECLARANT'S and the Association's Rights to Perform Certain Maintenance and Removal.** In the event that the Owner of a Lot shall fail to maintain his Lot and any improvements, or remove any unauthorized item or structure situated thereon in accordance with the provisions of these Restrictions and the provisions of any recorded plat of the Real Estate, the **DECLARANT**, until the Applicable Date, and, thereafter, the Association through its agents and employees or contractors, should have the right to enter upon said Lot and repair, mow, clean, remove or perform such other acts as may be reasonable necessary, to make such Lot and improvements situated thereon, if any, conform to the requirements of these Restrictions and the provisions contained in any such plat. The cost thereof to the **DECLARANT** or the Association shall be collected as a special assessment against such Owner and his Lot in the manner provided for herein for the collection of Common Expenses. Neither the **DECLARANT** nor the Association, nor any of its agents, employees or contractors, shall be liable for any damage with may result from any maintenance work performed hereunder.

**Ditches and Swales and Erosion Control.** It shall be the duty of the Owner of any Lot on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed (both by improvements and plant material) and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary. It shall be the duty of the Owner of any Lot to establish as needed and to maintain all erosion control on his or her respective Lot.

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

**Ground Elevations and Erosion Control.** It shall be the Owner's responsibility to maintain and comply with all building and site finish ground elevations and erosion control as finally required and approved by the [City/Town] of \_\_\_\_\_, [County Name] County as evidenced upon the final construction plan for the development of this subdivision.

**Insurance Impact.** Nothing shall be done or kept by an Owner in any Dwelling Unit, or on any Lot, or on any of the Common Areas, which will cause an increase in the rate of insurance on any Common Areas. No Owner shall permit anything to be done or kept in his Dwelling Unit or on his Lot which will result in a cancellation of insurance on any part of the Common Areas, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

**Landscape Easements.** There are strips and areas of ground shown titled as various easements on the Final Plat for the Real Estate which are hereby reserved for the use of Owners of Lots to the extent and limited for the purposes set forth in the Declaration and for the use of **DECLARANT** and Association for the installation, maintenance, repair and replacement of the matters detailed in Article I(1)(i) requiring maintenance. Except as installed and maintained by Owners, pursuant to the requirements of the Declarations, or by **DECLARANT** and the Association, no permanent or other structure (except walls, sidewalks and fences otherwise permitted hereby or by the **DECLARANT** and approved by the Board) shall be erected or maintained on said strips and areas by the Owner of any Lot subject to any such "Landscape Easement", and the Owners of such Lots affected by any such "Landscape Easement" shall take and hold title to their Lots subject to the foregoing rights of the **DECLARANT** and the Association and shall not do or permit to be done anything which will obstruct or interfere with or remove any installations or landscaping made by the **DECLARANT** or Association in any such "Landscape Easement". The foregoing grant of rights to the **DECLARANT** shall not impose an obligation on the **DECLARANT** to undertake such maintenance unless it elects to do so.

**Tree Preservation.** Owners of Lots shall not remove trees or vegetation within the Tree Preservation Areas except as necessary for the clearing of dead trees, the clearing of noxious weeds, or the removal of trees as necessary for public health and safety. Except as set forth in the preceding sentence, each tree within the Tree Preservation Areas which is badly damaged or destroyed by a builder or by an Owner during the course of construction activities or after occupancy shall be replaced within one (1) year with a tree which is at least two and one-half inches (2.5") in diameter (measured six inches (6") above the ground). Any trees which are replaced pursuant to the terms and conditions of this paragraph and which die within one (1) year of their planting shall promptly be replaced with a substantially similar tree. The person responsible for replacing such tree hereunder, either initially or, if necessary, within the one (1) year period of their planting, will be the Owner of the Lot upon which the tree was originally located or, if the tree was damaged or destroyed by a builder or another Owner in the course of construction of a dwelling on another Lot in the Subdivision, the Owner of the Lot upon which such dwelling was being constructed will be responsible for replacing any such tree within the Tree Preservation Area. Similarly, any other vegetation (shrubs, wild flowers, underbrush, etc.) that is damaged or destroyed shall be replaced with similar plants, with the responsibility for replacement being consistent with that described above for trees. The provisions of this Section imposing responsibility upon an Owner for the replacement of any such tree are for the benefit of the Association and Subdivision and shall not be deemed or

construed as limiting, in any way, the liability of any builder to any Owner and/or the Association for any damage to any trees in the Tree Preservation Areas. Trees and vegetation within any such Tree Preservation Areas shall be permanently maintained by the Owner of the applicable portion of the Real Estate and successors in title. Periodic maintenance, seasonal plantings and the like shall not be subject to the restriction in this Section. During construction, builders shall provide adequate physical barriers such as straw bales or snow fencing to protect designated trees and vegetation to be preserved from damage by construction equipment and activities.

**Maintenance of Lots and Improvements.** It shall be the responsibility of each Owner to prevent the occurrence of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Real Estate. No waste shall be committed in any Dwelling Unit or on any Lot. Each Owner shall:

(a) Mow the Lot at such times as may be reasonably required in order to keep the grass & other vegetation no longer than four (4) inches and prevent the unsightly growth of weeds. Notwithstanding the foregoing, vacant Lots owned by Declarant shall be mowed by Declarant at such times as necessary so that the maximum height of the grass on those Lots shall not exceed twelve (12) inches.

(b) Remove all debris or rubbish from the Lot;

(c) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate;

(d) Cut down and remove dead trees from the Lot;

(e) Where applicable, prevent debris and foreign material from entering drainage areas; and

(f) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

(g) Screen all wood piles.

**Occupancy and Residential Use of Partially Completed Dwelling Unit Prohibited.** No Dwelling Unit constructed on any of the Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the Dwelling Unit shall have been substantially completed shall be made by the Board and such decision shall be binding on all parties, however, if an occupancy

permit from a governmental authority is involved, the issuance thereof shall be deemed substantial completion.

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

**Quiet Enjoyment.** No portion of the Real Estate shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Real Estate that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants or surrounding property. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Real Estate. For greater clarification, no Owner shall knowingly or willfully make or create an unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of the Owners or allow any such noise or disturbance to be made on his or her Lot, including any noise by the use of musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other machines or equipment. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence is in any way obnoxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Real Estate. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Real Estate. Also, excessive grass clippings from the mowing of lawns or other lawn/tree rubbish will not be allowed to be left on any street within the development.

**Residential Use.** The Real Estate shall be used only for single family residential purposes; provided, however, that such restriction shall not apply to any Lot or part thereof or any other part of the Real Estate at any time owned by the Association which constitutes a part of the Common Areas and upon which no Dwelling Unit is located.

**Business Use.** No individual garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot, except that an Owner or occupant of a Lot may conduct business activities within the Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Real Estate, (c) the business activity does not involve persons coming onto the Real Estate who do not reside in the Real Estate or door to door solicitation of residents of the Real Estate; and (d) the business activity is consistent with the residential character of the Real Estate and does

not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Real Estate, as may be determined in the sole discretion of the Board.

The terms “business” and “trade”, as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider’s family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Lot shall not be considered a trade or business within the meaning of this section.

No pre-school, babysitting business or such childcare services for more than six (6) children shall be allowed to operate upon any Lot. The Owner should make consideration for this service not to be a nuisance to adjacent neighbors.

This section shall not apply to any activity conducted by the **DECLARANT** with respect to its development and sale of the Real Estate or its use of any Lots with such entity owns within the Real Estate.

**Firearms.** The discharge of firearms within the Real Estate is prohibited. The term “Firearms” includes bows and arrows, slingshots, “B B” guns, pellet guns, paint ball guns and other firearms of all types, regardless of size. Notwithstanding anything to the contrary, contained herein or in the Bylaws, the Association shall not be obligated to take action to enforce this Section.

**Tents, Trailers and Temporary Structures.** Except as may be permitted by the **DECLARANT** or the Board during initial construction within the Real Estate, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon a Lot or the Common Areas. Notwithstanding the above, party tents or similar temporary structures may be erected for special events for a period not longer than 48 hours unless otherwise consented to by the Committee.

**Model Homes.** No Owner of any Lot shall build or permit the building upon his Lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the **DECLARANT**.

**Sales Office.** To the extent deemed necessary or desirable by **DECLARANT**, the **DECLARANT** shall be permitted to place sales offices and construction and storage facilities for uses attributable to the construction, development, marketing and maintenance of the subdivision on any unsold lot or on any Common Area in the subdivision.

**Sanitary Waste Disposal.**

(a) **Nuisances.** No outside toilets shall be permitted on any Lot (except during a period of construction and then only with the consent of the Board), and no sanitary waste or other wastes shall be permitted to be exposed.

(b) **Construction of Sanitary Sewage Lines.** All sanitary sewage lines on the Lots shall be designed, constructed and installed in accordance with the provisions and requirements of the [Town/City] of \_\_\_\_\_, [County Name] County and these Restrictions.

(c) **Connection Requirements for Sanitary Sewers.** All homes shall have sewers directly connected by way of gravity except by the use of lift pumps and/or check valves or connections shall be one (1) foot above the lowest manhole in the Subdivision.

Notwithstanding anything to the contrary contained herein or in the Articles or Bylaws, including, but not limited to, any covenants and restrictions set forth herein or otherwise, **DECLARANT** shall have the right to use and maintain any Lots and Dwelling Units owned by **DECLARANT** in and on the Real Estate (other than individual Dwelling Units and Lots owned by persons other than **DECLARANT**), all of such number and size and at such locations as **DECLARANT** in its sole discretion may determine, as **DECLARANT** may deem advisable or necessary in its sole discretion to aid in the construction of Dwelling Units and the sale of Lots and Dwelling Units or for the conducting of any business or activity attendant thereto, including, but not limited to model Dwelling Units, storage areas, construction yards, signs, construction offices, sales offices, management offices and business offices. **DECLARANT** shall have the right to relocate any or all of the same from time to time as it desires. **DECLARANT** shall have the right to remove the same from the Real Estate and Additional Property at any time.

**Fences & Walls.** Subject to the prior written approval of the **DECLARANT** or, after the Applicable Date, the Committee, a fence may be permitted consistent with the fence guidelines set forth in Exhibit E.

**Section 21. Animals, Pets and Livestock.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, or any portion of any Lot, except that of dogs, cats or other usual and common domesticated household pets not to exceed a total of three (3) may be permitted on a Lot, provided they are not kept, bred or maintained for any commercial purposes. All pets shall be confined to an Owner's Lot or on a leash at all times. The Owner(s) of such permitted pets shall confine in such a manner to prevent such permitted pets from being a nuisance, including barking which may annoy or disturb other Owners. Pet Owners who do not observe these considerations will be required by the Board of Directors to remove pets from the Community. It is the pet Owner's responsibility to clean up after their pet within the Community including lawns, Common Areas, street and sidewalks. Dog kennels and dog houses are prohibited.

**Section 22. Nuisances.** No noxious, unlawful or otherwise offensive activity shall be carried out on any Lot, nor shall anything be done thereon which may be or may become a serious annoyance or nuisance to the Community, including without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, television, loudspeakers, or other equipment or machines, or loud persons. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Lots or Real Estate that will emit foul or obnoxious odors.

**Section 23. Outside Lighting.** Requests for installation of outside lighting are subject to the following conditions: (a) no more than double floodlights will be installed without specific approval from the Committee not to exceed 150 watts or 90 watts Halogen bulbs; (b) landscape lighting shall be low-voltage type lighting & must be directed down; (c) all “up” directed lighting and fixtures must be specifically approved by the Committee; (d) all exterior lighting (i.e. landscape, security, etc.) must fall within Lot limits; (e) any lighting that is directed offsite of the Lot shall be prohibited; and (f) all exterior lighting approved by the Committee for installation must be maintained, light bulbs in operable condition to ensure uniform illumination on each Lot.

**Section 24. Flagpoles.** All flagpole(s) must be approved by the Committee, including proposed location of such flagpole(s). If approved, a flagpole must be placed within 10’ feet of a Dwelling Unit. Only the display of flags protected by federal and/or state law(s) will be permitted on any Lot.

**Section 25. Play Equipment.** No playground equipment including, but not limited to, swing sets, trampolines, tree houses, or similar structures shall not be erected on any Lot without prior approval by the Committee. No metal play sets shall be approved. Wooden playsets must be kept in good repair, including staining, sealing, and painting and may be subject to continued approval of the Committee. Portable and/or temporary play equipment such as, but not limited to infant wading pools, shall be removed from the yard of a Lot when not in use. Portable and/or temporary play equipment is not allowed to remain outside overnight or out of season. All basketball backboards must be high quality materials with clear Plexiglas backboards and shall always be kept in good repair. No portable goals will be allowed. Trampolines must be placed within footprint of the Dwelling Unit to be screened from street view and shall be stored from November through March.

**Section 26. Easements.** Any improvement, installation, addition or change in a drainage, sewer, utility and landscape or access easement must be approved by the Committee. Any such improvement, installation, addition or change in such an easement shall be at an Owner’s own risk and will not be replaced and/or repair due to any use or necessary work in such easement area.

**Section 27. Decks.** Prior to the commencement of construction of deck, the Committee must approve the design, materials, and any stain or color treatment of such deck. All decks shall be constructed of treated lumber, cedar, Trex or comparable composite material. The railing on a deck shall not exceed four feet (4') in height. Decks shall be constructed of quality materials and professional quality installation.

**Section 28. Porches, Screened in Porches, Rooms and Garage Additions.** Prior to the commencement of construction of a porch, screened in porch, garage and room additions, detailed plans must be submitted and approved by the Committee and are subject to the following guidelines: (a) the addition shall be constructed of quality materials; (b) the roofline shall follow the natural roofline of the Dwelling Unit; and (c) the roof shingles, siding and trim shall match the materials and colors of the Dwelling Unit.

**Section 29. Accessory Structures.** All sheds, storage barns, outbuilding, pool houses or other such accessory structures must be submitted and approved by the Committee.

**Section 30. Retaining Walls.** Prior to the installation of any retaining wall(s), the Committee must approve the installation of such retaining wall. Any proposed retaining wall must be materially (i.e., stone, brick, etc.) and architecturally compatible with the exterior finishes of the Dwelling Unit. Any retaining wall(s) that divert ground water onto adjoining properties or which substantially change the existing drainage pattern will not be approved by the Committee.

**Section 31. Vehicle Parking.** Vehicles shall be parked only in the garages or driveways of a Lot. Parking on the community streets is allowed only by non-resident social guests. No recreational vehicle, motor home, camper, boat, commercial vehicle, trailer, truck which exceeds 3/4 ton weight load, trailer, boat shall be stored overnight or longer on any Lot in open public view on community streets. Stored, inoperable or unlicensed vehicles shall be permitted only in enclosed garages.

**Section 32. Unlicensed Motorized Vehicles.** Motor scooter, minibikes, ATV and/or any other unlicensed motorized vehicles are prohibited in the Community, Common Areas and streets.

**Section 33. Swimming Pools, Hot Tubs, Jacuzzis and Spas.** No above ground pools are permitted on any Lot. Hot tubs, jacuzzis and spas may be allowed at the Committee's discretion provided they are screened from the Community, including streets and neighboring properties. Wading pools under 24 inches in height are permitted providing such wading pool is not visible from the street and does not stay out overnight. A detailed design plan must be provided to the Committee for its review and approval prior to the commencement of any in-ground pool construction. All in-ground pools must comply with state and local government laws and regulations. No alteration to the existing grade of any Lot may be done without the prior approval of the Committee and any proposed grade changes must be shown on the

proposed plans. In-ground pool applications will not be considered by the Committee unless accompanied by an application for an acceptable fence design with such fence being a minimum height of 6 feet; provided, however, a fence will not be required if the in-ground pool has an automatic cover. The Committee may require added landscaping to screen the in-ground pool from adjacent properties. The design and installation of an in-ground pool shall be professional in appearance and maintained by Owner in reasonable condition.

**Section 34. Landscaping.** All landscaping plans are subject to Committee approval. The Committee may, in its discretion, modify such plans to promote the integrity and aesthetic appearance of the Real Estate. No tree(s) shall be removed or planted without approval by the Committee. No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Areas, except with express permission from the Committee. Vegetable gardens may be approved by the Committee provided that such gardens are maintained with the same requirements as a landscape bed.

**Section 35. Fireworks.** The discharge of fireworks within the Community is prohibited except for dates in which they are permitted by the local municipality. Notwithstanding anything to the contrary contained herein or in the Bylaws, the Association shall not be obligated to take action to enforce this Section.

**Section 36. Mailboxes.** Each Owner shall maintain their mailbox in good condition. As necessary the Owner shall replace their mailbox with the same type, size, color & lettering/numbering as the original installation unless a change in design and color is approved by the Committee.

**Section 37. Leasing.** Any Owner who leases a Dwelling Unit shall lease the entire Dwelling Unit and shall have a written lease, for a period of at least six (6) months, which shall provide that the lease is subject to the provisions of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. Such Owner shall provide the Association with the name(s) of the renter and upon demand from the Association, the Owner will provide a copy of such lease. Notwithstanding any inconsistent or contrary provision in this Declaration on renting or reconveyance that violates any requirements of any federal agencies shall not apply to such Lot or its Owner.

**Section 38. Signs.** All signs except one standard size framed real estate “for sale” signs on an individual Lot are prohibited. Signs advertising property for rent, for goods, services or home occupations are strictly prohibited. Subject to all federal and state law(s), one political sign per candidate or legislation is permitted provided timing and size limitations are followed. Declarant is expressly exempt from the requirements of this Section and may post any signs on the Common Areas and on any Lots owned by Declarant, as it deems necessary or appropriate.

**Section 39. Sidewalks.** The Lot owner is responsible for sidewalk maintenance. In the event any Owner or parties with whom Owner contracts for work on the Owner's Lot, causes damage to a sidewalk or street curb such Owner shall be responsible for repairing said damage.

**Section 40. Construction, Earth-Moving and Excavation.** No construction, significant earth-moving, or excavating work of any nature may be conducted on any Lot without first having any development plans approved by the Committee.

**Section 41. Used Structures.** All structures built or placed on any Lot shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such Lot.

**Section 42. Private Water Systems.** Private water systems will not be permitted.

**Section 43. Bug Killers.** Electric bug killers, "zappers", and other similar devices shall not be installed at a location which will result in the operation thereof becoming a nuisance or annoyance to other Owners and shall only be operated when outside activities require the use therefore (and not continuously).

**Section 44. Storm Doors.** If storm doors are installed, they must be painted to match the exterior of the home. No unfinished aluminum storm doors are permitted.

**Section 45. Air Cooling Units.** Air cooling units or other like utilities that are outside of the Dwelling Unit must be located at the side or rear of the Dwelling Unit, except as may be permitted by the Committee. No window air conditioning units may be installed on any Lot.

**Section 46. Energy Conservation Equipment.** No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a Dwelling Unit, as determined in the sole discretion of the Committee.

**Section 47. Antennas – Television Radio, Satellite and Solar Panels.** To the extent such prohibition is permitted by federal legislation, no radio, satellite dish, television or other electronic antennae or aerial may be erected or maintained on any Lot or the exterior of any Dwelling Unit, without the prior written approval of the Committee. Standard TV antennae and other over-the-air reception devices (including satellite dishes) of one meter (39.37 inches) in diameter or less shall be permitted; 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 Committee. Each Lot may have no more than two (2) permitted satellite dishes and the same shall only be permitted on a Lot if the satellite dish (i) will be aesthetically concealed by landscaping, fencing, reasonable color blending requirements in order to minimize visual disturbance or by other means and (ii) shall be installed in such a manner to be

least visible from front elevation street view and installed based on the following location priority order (a) rear of the Lot, (b) side of the Lot and (c) front of the Lot. Other antennae, aeriels or devises, towers or radio antennae that are not covered by federal legislation, including satellite dishes larger than one meter and ham or amateur radio antennas are strictly prohibited on any Lot within the Community. The Committee reserves the right to adopt rules and make changes to requirements for the installation of antennae and/or satellite systems as permitted and/or required by federal legislation.

**Section 48. Sight Lines.** No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem for vehicular traffic.

**Section 49. Common Areas.** No person shall draw water or other materials from water retention ponds or add water, except for storm water drainage approved by the DECLARANT or by the Committee, or other materials, whether by dumping or otherwise, to the lakes and other water retention ponds without the prior approval of the Board as to quality and quantity of materials. There shall be no docks on the retention ponds nor boating, swimming, or wading. Fishing may be permitted for Owners within the Community from Common Areas. The Common Areas shall be used and enjoyed only for the purposes for which it is designed and intended and shall be used subject to this Declaration.

**Non-Applicability to Association.** Notwithstanding anything to the contrary contained herein, the covenants and restrictions set forth, shall not apply to or be binding upon the Association in its ownership, management, administration, operation, maintenance, repair, replacement and upkeep of the Common Areas to the extent the application thereof could or might hinder, delay or otherwise adversely affect the Association in the performance of its duties, obligations and responsibilities as to the Common Areas.

**Section 51. Applicability to Declarant.** None of the provisions of this Section shall be construed so as to restrict Declarant in the performance of its normal construction activities during the construction of residences on the Lots. To the extent inconsistent with the performance of Declarant's construction activities during the construction of residences on the Lots, the provisions of this Section shall not apply to Declarant.

**Section 52. Compliance With Existing Restrictions.** In addition to the foregoing, all Lots shall comply with the existing Restrictions, all applicable zoning regulations and building codes, and all other laws, rules and regulations of any governmental authority with jurisdiction over the Real Estate.

## **ARTICLE XI ASSESSMENTS**

**Annual Accounting.** Annually, after the close of each fiscal year of the Association and prior to the date of the annual meeting of the Association next following the end of such

fiscal year, the Board shall cause to be prepared and furnish the Owners with a financial statement of operations by the Association, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.

**Proposed Annual Budget.** The Initial Board of the HOA shall establish the first annual budget and its resultant regular assessments thereafter. Annually, on or before the date of the annual meeting (“Annual Meeting”) or special meeting of the Association at which the budget is to be acted upon, the Board of Directors shall cause to be prepared a proposed annual budget for the next ensuing fiscal year estimating the total amount of the Common Expenses for such next ensuing fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such Annual Meeting or special meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual or special meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the next ensuing fiscal year. At such Annual Meeting or special meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of the eligible Owners represented at such meeting; provided, however, that in no event shall such annual or special meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget, the Regular Assessments and all sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis. After the Applicable Date, the annual budget and the Regular Assessments shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas. Such replacement reserve fund for capital expenditures and replacement repair of the Common Areas shall be maintained by the Association in a separate interest-bearing account or accounts with one or more banks or savings and loan associations authorized to conduct business in [County Name] County, Ohio selected from time to time by the Board. The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as herein provided, whenever determined. Whenever, whether before or after the Annual Meeting or special meeting of the Association at which the budget is to be acted upon, there is no annual budget approved by the Owners as herein provided for the current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon one hundred and ten percent (110%) of such last approved budget, as a temporary budget.

**Regular Assessments.** The annual budget as adopted by the Owners shall, based on the estimated cash requirement for the Common Expenses in the fiscal year covered thereby as set forth in said budget, contain a proposed assessment against each Lot, which shall be the same amount for each Lot, provided, immediately following the adoption of the annual budget, each Owner shall be given notice of the assessment against his respective Lot (the “Regular

Assessment”). In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, each Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the assessment against each Lot based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget, including reserve funds as hereinabove provided. The Regular Assessment against each Lot shall be paid in annual installments payable in advance by a date specified by the Board which date shall not be earlier than fifteen (15) days after the written notice of such Regular Assessment is given to the Owners. Payment of the Regular Assessment, whether in one payment or in any other manner, shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors.

In the event the Regular Assessment for a particular fiscal year of the Association was initially based upon a temporary budget,

(a) if the Regular Assessment based upon the final annual budget adopted by the Owners exceeds the amount of the Regular Assessment based upon the temporary budget, that portion of such excess applicable to the period from the first day of the current fiscal year to the date of the next payment of the Regular Assessment which is due shall be paid with such next payment and such next payment, and all payments thereafter during such fiscal year, whether annual or quarterly, shall be increased so that the Regular Assessment as finally determined shall be paid in full by the remaining payments due in such fiscal year, or

(b) if the total Regular Assessment based upon the temporary budget exceeds the Regular Assessment based upon the final annual budget adopted by the Owners, such excess shall be retained by the Association for Association expenses but shall be taken into account in establishing the next regular assessments: provided, however, that if an Owner had paid his Regular Assessment in full in advance, then the adjustments set forth under (a) above or (b) shall be made by a cash payment by, or refund to, the Owner or the first day of the second month following the determination of the Regular Assessment based upon the annual budget finally adopted by the Owners. The Regular Assessment for each fiscal year of the Association shall become a lien on each separate Lot as of the first day of each fiscal year of the Association, even though the final determination of the amount of such Regular Assessment may not have been made by that date. The fact that an Owner has paid his Regular Assessment for the current fiscal year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided, sells, conveys or transfers his Lot or any interest therein, shall not relieve or release such Owner or his successor as Owner of such Lot from payment of the Regular Assessment for the Lot as finally determined, and such Owner and his successor as Owner of such Lot shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessments furnished by the Association pursuant to Section 2 of Article XII hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year with respect to which such statement is made shall state that the matters set forth therein

are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations. Annual or quarterly (if so determined by the Board) installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Association, and neither the Board nor the Association shall be responsible for providing any notice or statements to Owners for the same. The initial and subsequent Regular Assessment shall be adopted by the Board based on the annual expenses of the Community, including but not limited to, the cost of maintenance, utilities, professional fees, general upkeep, etc. of the Community which includes the input of **DECLARANT**.

(c) **DECLARANT IS NOT OBLIGATED FOR ANY REGULAR ASSESSMENT AND SHALL NOT BE SUBJECT TO ASSESSMENT AT ANY TIME FOR ANY AMOUNTS RELATED TO THE REPLACEMENT RESERVE FUND.**

**Special Assessments.** From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the Owners, unless otherwise provided in this Declaration, the Articles, the Bylaws or the Code, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Lot, but not on Lots owned by **DECLARANT**, prorated in equal shares (the "Special Assessments"). Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures and to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefore under the circumstances described in this Declaration. **THE DECLARANT SHALL ONLY BE RESPONSIBLE FOR SPECIAL ASSESSMENTS AFTER THE APPLICABLE DATE OCCASIONED BY EXTRAORDINARY REPAIRS TO ORIGINALLY INSTALLED INFRASTRUCTURE, BUT DECLARANT SHALL NOT BE RESPONSIBLE FOR NEW INFRASTRUCTURE OR AMENITIES DESIRED BY OTHER OWNERS UNLESS DECLARANT FOR ITSELF SPECIFICALLY AGREES OTHERWISE IN WRITING.**

#### Failure of Owner to Pay Assessments.

(a) No Owner may exempt himself or herself from paying Regular Assessments and Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Areas and items deemed Maintenance Expense Areas for purposes of maintenance, and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas or by abandonment of the Lot belonging to such Owner. Each Owner shall be personally liable for the payment of all Regular Assessments and Special Assessments against his Lot. Where the Owner constitutes or consists of more than one Person, the liability of such Persons shall be joint and several. Regular and Special Assessments should constitute a lien against the Lots and Dwelling Units thereon, but not on Lots owned by

Declarant. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessments or Special Assessments within ten (10) days after its due date, the lien for such Assessment on the Owner's Lot and Dwelling Unit may be filed for record in the office of the [County Name] County, Ohio Recorder and foreclosed by the Board for and on behalf of the Association as a mortgage on real property and enforced in like manner as mortgages. The lien for Regular Assessments or Special Assessments created by this Declaration shall be prior to all liens and encumbrances recorded subsequent to this Declaration, except the lien for real estate taxes and assessments and the lien of any first mortgage on a Lot filed of record. Upon the failure of an Owner to make timely payments of any such Regular Assessments or Special Assessments, when due, the Board may, in its discretion, accelerate the entire balance of the unpaid Assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing (and without thereby waiving) the lien securing the same. In any action to recover a Regular Assessment or Special Assessment, or any other charges due the Association, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Lot and Dwelling Unit all of the costs and expenses of such action incurred (including but not limited to reasonable attorney fees) and interest from the date such Assessments or charges were due, until paid, at a rate equal to the "prime interest rate" then in effect as publicly announced or published by JPMorgan Chase Bank, N.A., or its successors (or if said Bank is no longer in existence, then such rate charged by another national bank in [County Name] County, Ohio selected by the Board) plus four percent (4%) but in no event more than the maximum rate allowable under applicable usury laws.

(b) Notwithstanding anything contained in this Section or elsewhere in this Declaration, the Articles or the Bylaws, any sale or transfer of a Lot and Dwelling Unit to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment or other charges as to such installments which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Lot and Dwelling Unit or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular Assessments or Special Assessments or other charges thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments or other charges, the lien for which has been divested as aforesaid, shall, if not collected from the person personally liable therefore, be deemed to be a Common Expense, collectible from all Owners (including the party acquiring the subject Lot and Dwelling Unit from which it arose).

(c) In addition to the remedies above stated for failure to pay assessments, the Association may, as allowed by Ohio law, disqualify a delinquent Owner from his right to vote and to hold office or committee membership in the Association while Assessments are

delinquent in addition to charging a reasonable late fee, as allowed by Ohio law, per day of delinquency to among other things, cover the administrative expense of addressing the delinquency and also deny such Member the use of the Common Areas for a period not exceeding sixty (60) days for each separate nonpayment.

**Initial Budgets and Assessments.** Notwithstanding anything to the contrary contained herein, in the Articles, in the Bylaws, in the Code or otherwise, until the Applicable Date the annual budget and all Regular Assessments and Special Assessments shall be established by the Initial Board without meetings of or concurrence of the Owners. The agency, power of attorney and proxy granted to the **DECLARANT** by each Owner pursuant to Section 2 of Article V hereof shall be deemed to cover and include each Owner's right to vote on and approve the annual budget and any Regular Assessments and Special Assessments until the Applicable Date. Until otherwise established or modified by Declarant, the initial annual Regular Assessment shall be \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_.00).

Further, until the Applicable Date and notwithstanding the foregoing or anything else contained herein, no Regular Assessments, Special Assessments or other charges shall be owed or payable by **DECLARANT** with respect to any Lot or other portion of the Real Estate owned by **DECLARANT** while the same is owned by **DECLARANT**, nor shall any such Assessments or charges become a lien on any such Lot or other portion of the Real Estate owned by **DECLARANT**, except as specifically detailed in the last paragraph of Section 4 of Article XI herein. Assessments against a Lot shall commence to accrue from the date each Lot is conveyed by **DECLARANT** to another Person after construction of a single family residence thereon, and a prorated portion of the Regular Assessment for the balance of the fiscal year of the Association against each Lot so conveyed by **DECLARANT** shall be paid by each purchaser upon such conveyance.

**Initial Working Capital and Start-Up Fund.** Upon the closing of the initial conveyance of each Lot by **DECLARANT** to another Person, the purchaser of such Lot shall pay to the Association, in addition to any other amount then owed or due to the Association, as a contribution to its working, capital and start-up fund, \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_.00), which payment shall be nonrefundable and shall not be considered as an advance payment of any Assessment or other charge owed the Association with respect to such Lot. Such working capital and start-up fund shall be held and used by the Association for payment of, or reimbursement to **DECLARANT** for advances made to pay expenses of the Association for its early period of operation of the Real Estate, to enable the Association to have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary by the Board. This start-up fund shall also be applicable from any successors in title to Lots and therefore is an obligation of successor title owners to the HOA at the time of such title transfer meaning that at the time of a resale closing of a Lot to a subsequent purchaser, such subsequent purchaser shall be required to pay the start-up contribution in the amount of Four Hundred and Ninety-Nine and 00/100 Dollars (\$499.00).

**Compliance with Ohio Code.** To the extent that these covenants are inconsistent or not fully compliant with Chapter 5312 of the Ohio Revised Code, these covenants shall be interpreted to be in compliance therewith and the HOA shall be required to operate in compliance therewith in all respects.

## **ARTICLE XII MORTGAGES**

**Notice to Association.** Any Owner, who places a first mortgage lien upon such Owner's Lot, or the Mortgagee, may notify the Secretary of the Association thereof and provide the name and address of the Mortgagee. A record of each such first mortgage, and name and address of the Mortgagee, shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the Bylaws or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record or in the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by this Declaration, the Bylaws or otherwise shall be required and no Mortgagee shall be entitled to vote on any matter to which such Mortgagee otherwise may be entitled by virtue of this Declaration, the Bylaws, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

The Association shall, upon written request of a Mortgagee who has furnished the Association with its name and address as hereinabove provided, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligations of such borrower under this Declaration or the Bylaws which is not cured within sixty (60) days.

**Notice of Unpaid Assessments.** The Association shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments or other charges against the Lot, which statement shall be binding upon the Association and the Owners, and any Mortgagee or grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments or charges in excess of the amounts set forth in such statement except as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Section 3 of Article XI hereof.

## **ARTICLE XIII INSURANCE**

**Insurance.** The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury. The Association shall maintain in force adequate officers' and directors' insurance covering the officers and directors of the Association. The Association shall also maintain in force adequate

fire and extended coverage insurance, insuring all Common Areas against fire, windstorm, vandalism, and such other hazards as may be insurable under standard "extended coverage" provisions, in an amount equal to the full insurable value of such improvements and property. The Association shall notify all mortgagees which have requested notice of any lapse, cancellation, or material modification of any insurance policy. All policies of insurance shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, Board members, **DECLARANT**, any property manager, their respective employees and agents, the Owners and occupants, and also waives any defenses based on co-insurance or on invalidity arising from acts of the insured, and shall cover claims of one or more parties against other insured parties.

The Association may maintain a fidelity bond indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any director, officer, employee or anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The fidelity bond should cover the maximum amount of funds which will be in the custody of the Association or its management agent at any time, but in no event shall such fidelity bond coverage be less than the sum of one (1) year's assessment on all Lots in the Subdivision, plus the Association's reserve funds.

The Association shall cause all insurance policies and fidelity bonds to provide at least ten (10) days written notice to the Association, and all mortgagees who have requested such notice, before the insurance policies or fidelity bonds can be canceled or substantially modified for any reason.

**Insurance by Owners.** Each Owner shall be solely responsible for and may obtain such additional insurance as he deems necessary or desirable, at his own expense, affording coverage upon his personal property, his Lot, his Dwelling Unit, the contents of his Dwelling Unit, his personal property stored anywhere on the Real Estate, and for his personal liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Association.

#### **ARTICLE XIV CASUALTY AND RESTORATION**

In the event of damage to or destruction of any of the Common Areas due to fire or any other casualty or disaster, the Association shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by the Association, if any, shall be applied to the cost of such repair and reconstruction.

If the insurance proceeds, if any, received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction

of these areas, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing these areas so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be assessed by the Association against all of the Owners in equal shares. Any such amounts assessed against the Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the Common Areas and/or maintenance expense areas (if any) to as near as possible the same condition as they existed immediately prior to the damage or destruction and with the same architecture and materials.

Immediately after a fire or other casualty or disaster causing damage to any property for which the Board of Directors or Association has the responsibility of maintenance and repair hereunder, the Board shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires or deems necessary.

Encroachments upon any Lot which may be created as a result of such reconstruction or repair of any of the Common Areas shall not constitute a claim or basis of a proceeding or action by the Owner upon whose Lot such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the Common Areas were originally constructed.

## ARTICLE XV AMENDMENT OF DECLARATION

**Generally.** Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(a) **Adoption.** Any proposed amendment to this Declaration must be approved by a vote of not less than seventy percent (70%) in the aggregate of the votes of all Owners. In the event any Lot or Dwelling Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions hereof.

(b) **Special Amendments.** No amendment to this Declaration shall be adopted which changes (1) the applicable share of an Owner's liability for the Common Expenses, or the method of determining the same, or (2) the provisions of Article XIII of this Declaration with respect to casualty insurance to be maintained by the Association, or (3) the provisions of Article XIV of this Declaration with respect to reconstruction or repair of the Common Areas

in the event of fire or any other casualty or disaster, or (4) the provisions of this Declaration establishing the Committee and providing for its functions, without, in each or any of such circumstances, the unanimous approval of all Owners and of all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of the Declaration.

(c) **Recording.** Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the Office of the Recorder of [County Name] County, Ohio, and such amendment shall not become effective until so recorded.

**Amendments by DECLARANT Only.** Notwithstanding the foregoing or anything else contained herein, the **DECLARANT** shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners, the Association, the Board of Directors, any Mortgagees or any other Person to amend or supplement this Declaration at any time and from time to time if **DECLARANT** records the modification in the Office of the Recorder of [County Name] County, Ohio, and if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Association, the Department of Housing and Urban Development, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots and Dwelling Units, (c) to bring this Declaration into compliance with any governmental requirements, (d) to comply with or satisfy the requirements of any insurance underwriters, insurance rating bureaus or organizations which perform (or may in the future perform) function similar to those performed by such agencies or entities, to subject additional property to these restrictions, (e) to annex additional real estate to the Subdivision, (f) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto, (g) to clarify, further define or limit any easement, or otherwise exercise any rights reserved herein, or (h) change the substance of one or more covenants, conditions, terms or provisions hereof but (A) does not materially increase the obligation(s) of any Owner under any covenant, condition, term or provision without such Owner's consent or (B) is necessary to comply with a bona fide governmental requirement, including applicable laws, ordinances, regulations or orders of any municipality or court having jurisdiction. In furtherance of the foregoing, a power coupled with an interest is hereby reserved by (and granted by each Owner to) the **DECLARANT** to vote in favor of, make, or consent to any amendments described in this Section 2 on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot or Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the **DECLARANT** to vote in favor of, make, execute and record any such amendments. The right of the **DECLARANT** to act

pursuant to rights reserved or granted under this Section 2 shall terminate at such time as the **DECLARANT** no longer holds or controls title to any part or portion of the Real Estate.

#### **ARTICLE XVI ACCEPTANCE AND RATIFICATION**

All present and future Owners, Mortgagees, tenants and occupants of the Lots and Dwelling Units, and other Persons claiming by, through or under them, shall be subject to and shall comply with the provisions of this Declaration, the Articles, the Bylaws and the rules, regulations and guidelines as adopted by the Board of Directors and (to the extent of its jurisdiction) the Committee, as each may be amended or supplemented from time to time. The acceptance of a deed of conveyance of the act of occupancy of any Lot or Dwelling Unit shall constitute an agreement that the provisions of this Declaration, the Articles, the Bylaws and rules, regulations and guidelines, as each may be amended, or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any Person having at any time any interest or estate in an Lot or Dwelling Unit or the Real Estate, all as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All Persons who may own, occupy, use, enjoy or control a Lot or Dwelling Unit or any part of the Real Estate in any manner shall be subject to this Declaration, the Articles, the Bylaws, and the rules, regulations and guidelines applicable thereto as each may be amended or supplemented from time to time.

#### **ARTICLE XVII NEGLIGENCE**

Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, invitees or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his violation of any of the Restrictions or any violation thereof by any member of his family or his or their guests, employees, agents, invitees or tenants.

#### **ARTICLE XVIII BENEFIT AND ENFORCEMENT**

**Covenants Appurtenant to Land.** These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at any time after both the Applicable Date and a minimum of fifteen (15) years from recording, a majority of the then Owners of the Lots in this subdivision agree to change (or terminate) said covenants in

whole or in part and on the condition that an instrument to that effect signed by the Owners voting in favor of such change has been recorded; provided, however, that no change or termination of said covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto.

**Prosecution of Violations.** It shall be lawful for the Association, the Committee (as to matters for which it has responsibility) or any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating, or attempting to violate any covenant, conditions, provisions or restrictions contained herein either to prevent such person or persons from doing so, or to recover damages or other dues for such violation, or to require the removal of structures erected in violation hereof. All costs of litigation and attorneys' fees resulting from violation of these covenants and restrictions shall be the financial responsibility of the Owner or Owners found to be in violation. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Failure to enforce any specific requirement of the covenant shall not be considered as a waiver of the right to enforce any covenant herein, thereafter. Notwithstanding the foregoing, any violation of these covenants or the Declaration may be waived by a majority of the then Owners of the Lots in this subdivision.

The Association may, with respect to an Owner who violates these restrictions and/or Rules and Regulations, after written notice to such Owner detailing the nature of the violation and providing a time period established by the Association to cure or conform, disqualify such Owner's voting rights and right to hold office while the violation continues, and may further, in the Board's sole discretion, provide that an additional fine be charged to such Owner, as allowed by Ohio law. This fine, if not paid when required, will be processed in the same manner as Assessments.

## **ARTICLE XIX MISCELLANEOUS**

**Costs and Attorney Fees.** In any proceeding arising because of failure of an Owner to make any payments required by this Declaration, the Articles or the Bylaws, or to comply with any provision of this Declaration, the Articles, the Bylaws, or the rules, regulations and guidelines adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its costs and reasonable attorney fees incurred in connection with such default or failure.

**Waiver.** No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Areas or by abandonment of his Lot or Dwelling Unit.

**Severability Clause.** The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, the Articles or the Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles or the Bylaws and each shall be enforceable to the greatest extent permitted by law. Non-enforcement of one provision does not affect the enforcement of another.

**Pronouns.** Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

**Interpretation.** The captions and titles of the various articles, sections, sub-sections, paragraphs and subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

**Delegation of Use of the Common Areas.** Any Member may delegate, in accordance with provisions of this Declaration and the rules or regulations promulgated by the Association, his right of enjoyment, and use of the Common Areas to members of his family, his tenants or contract purchasers who reside on any Lot.

**The Plat.** The Final Plat of the realty of [Subdivision Name], Section \_\_\_\_, that is the Initial Tract in this Declaration, is being recorded contemporaneously herewith in the Office of the Recorder of [County Name] County, Ohio.

**Grievance Resolution.** Any grievance between and among the Members and the Board or any member thereof shall first be subject to discussion between the involved parties at a meeting held specifically for that purpose, and if unsuccessful referred to mediation. Only after unsuccessful discussions and determination by the mediator that further mediation would be fruitless, the parties may then submit their grievance to a court of competent jurisdiction to resolve the grievance.

IN WITNESS WHEREOF, [DEVELOPER] has caused this Declaration to be executed on the day and year first written above.

[DEVELOPER]

By: \_\_\_\_\_  
[OFFICER}, [TITLE]

STATE OF OHIO            )  
  : SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, an Ohio [limited liability company], on behalf of the [limited liability company]. This is an acknowledgement clause; no oath or affirmation was administered.

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

This instrument prepared by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT A**  
**Legal Description**

([Subdivision Name] Overall)

SAMPLE

**EXHIBIT B**

Plat

[Subdivision Name]

SAMPLE

**EXHIBIT C**  
**Initial Tract**

SAMPLE

**EXHIBIT D**  
**Code of Regulations (Bylaws)**

**CODE OF REGULATIONS (BYLAWS)**  
**OF**  
**[NAME OF HOMEOWNER'S ASSOCIATION] HOMEOWNERS ASSOCIATION,**  
**INC.**

**ARTICLE I**  
**Identification**

Section 1. Name. The name of the corporation is “[NAME OF HOMEOWNER’S ASSOCIATION] Homeowners Association, Inc.” (hereinafter referred to as the “Corporation”).

Section 2. Principal Office and Registered Agent. The post-office address of the principal office of the Corporation is:

Clayton Properties Group, Inc.  
dba Arbor Homes  
9050 Centre Pointe Drive – Suite 210  
West Chester, Ohio 45069

The name of its Registered Agent in charge of such office is [Craig Brockman].

Section 3. Fiscal Year. The fiscal year of the Corporation shall begin at the beginning of the first day of January in each year and end at the close of the last day of December next succeeding.

**ARTICLE II**  
**Members**

Section 1. Membership. Every Owner, as defined in that certain Declaration of Covenants, Conditions and Restrictions of [NAME OF SUBDIVISION] (the “Declaration”), shall be members of the Corporation.

Section 2. Place of Meeting. All meetings of members of the Corporation shall be held at such place, within or outside the State of Ohio, as may be determined by the Board of Directors and specified in the notices or waivers of notice thereof or proxies to represent members at such meetings.

Section 3. Annual Meetings. The annual meetings of members shall be held on the first Monday in May of each year, if such day is not a legal holiday, or if a legal holiday, then on the next succeeding business day which is not a legal holiday. The Board of Directors reserves the right to modify the date and time of the annual meeting.

Section 4. Special Meetings. Special meetings of members may be called at any time for the purpose of considering matters which require the approval of all or some of the voting members, or for any other reasonable purpose. Any such special meeting shall be called by written notice, authorized by the president, a majority of the Board, or by ten percent (10%) of the members, delivered not less than seven (7) days prior to the date fixed for such meeting. The notices shall specify the date, time and place of meeting and the matters to be considered.

Section 5. Notice of Meeting. Written or printed notice stating the place, day and hour of a meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered or mailed by the Secretary of the Corporation to each member of record of the Corporation entitled to vote at such meeting, at such address as appears upon the records of the Corporation, at least ten (10) days before the date of the meeting. Notice of any meeting of the members may be waived in writing by any member if the waiver sets forth in reasonable detail the purpose or purposes for which the meeting is called and the time and place thereof. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Any member may consent in writing to receive notices of any meeting by electronic mail or facsimile. The Secretary shall maintain electronic mail addresses or facsimile numbers of those members who have consented to receive notice by electronic mail or facsimile, but the Secretary shall remove such electronic mail addresses or facsimile numbers from the Association if and when such Voting Member revokes their consent in writing.

Section 6. Voting at Meetings.

(a) Voting Rights. There shall be one person with respect to each Lot, as such term is defined in the Declaration, who shall be entitled to vote at any meeting of the members. Such person shall be known herein as the "Voting Member." Such Voting Member may be the Owner, as such term is defined in the Declaration, or one of the group comprised of all the Owners of a Lot, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Any or all of such Voting Members may be present at any meeting of the Voting Members and may vote or take any action as a Voting Member, either in person or by proxy. Declarant, as such term is defined in the Declaration (or its nominee), may exercise the voting rights with respect to any Lot owned by it. Until the Applicable Date, as such term is defined in the Declaration, all actions of the Corporation shall require the prior written approval of the Declarant (or its nominee).

(b) Proxies. A Voting Member, including a natural person, is entitled to vote either in person or by proxy, executed in writing by such Voting Member or by his or her duly authorized attorney-in-fact and delivered to the Secretary of the meeting. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the scheduled time of the meeting. In any meeting of the Voting Members called for the purposes of electing the Board of Directors of the Corporation each Voting Member shall be permitted to cast the number of votes to which he is entitled, as hereinabove set forth, for each Director of the Corporation to be elected at such meeting, provided, however, that the first Board of Directors shall be elected solely by the Declarant as provided in the Declaration and the Articles.

(c) Quorum and Adjournments. The presence in person, by the use of authorized communications equipment, by mail, or by proxy of the Voting Members constituting the representation of a majority of the total votes of the Corporation shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes present at such meeting. Any meeting of the Voting Members, including both annual and special meetings and any adjournments thereof, may be adjourned to a later date without notice other than announcement at the meeting even though less than a quorum is present.

Section 7. List of Voting Members. At least five (5) days before each meeting of Voting Members, the Secretary of the Corporation shall prepare or cause to be prepared a complete list of the Voting Members of the Corporation entitled to vote at such meeting arranged in alphabetical order with the address of such Voting Members and shall be subject to inspection by a record Voting Member. The original or duplicate membership register shall be the only evidence as to the persons who are entitled as Voting Members to examine such lists or to vote at such meeting.

Section 8. Meetings by Means of Authorized Communications Equipment. One or more Members may participate in a meeting of the Members by means of authorized communications equipment within the meaning of Section 1702.01 of the Ohio Revised Code. Participation of a Member at a meeting by authorized communications equipment in accordance with this Section 8 shall constitute presence in person at such meetings.

Section 9. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Voting Members may be taken without a meeting, if prior to such action, a written consent thereto, setting forth the action so taken, is signed by all the Voting Members entitled to vote with respect to the subject matter thereof, and such written consent is filed with the minutes of the proceedings of the Voting Members. Such consent shall have the same effect as a unanimous vote of the Voting Members.

## ARTICLE III

### Directors

Section 1. Number and Term of Office. The Board of Directors shall consist of three (3) members, each of whom must be an Owner who maintains his principal residence on a Lot, or be an officer, director or employee of Declarant. Any member of the Initial Board whose term expires prior to the Applicable Date (as defined in the Declaration) shall be deemed to be elected and re-elected as a Director at each annual meeting until the first annual meeting of the Members occurring on or after the Applicable Date.

At the first annual meeting of the members after the Applicable Date, the Directors elected at such annual meeting shall be classified, with respect to the time for which such Director shall hold office, into three (3) classes as nearly equal in number as possible, with each Director to hold office until a successor is elected and qualified, or until such Director's earlier death, resignation or removal from office. The terms of the members of the Board of Directors in the first group expire at the first annual meeting of the members after their election, the terms of the second group expire at the second annual meeting of the members after their election, and the terms of the third group expire at the third annual meeting of the members after their election. At each annual meeting of the members after the Applicable Date, Directors shall be elected for a term of three (3) years, to succeed those whose terms expire.

The Directors shall serve without compensation unless such compensation is approved by the Voting Members holding a majority of the total votes. If a member of the Board of Directors shall cease to meet any qualification herein required for a member of the Board, such member shall thereupon cease to be a member of the Board and his place on the Board shall be deemed vacant. The Voting Members may remove any member of the Board with or without cause, except as provided in the Declaration, and elect a successor at a meeting of the Voting Members called expressly for such purpose.

Section 2. Vacancies. Except as provided in the Declaration, vacancies occurring in the membership of the Board of Directors caused by resignation, death or other incapacity, or increase in the number of Directors shall be filled by a majority vote of the remaining members of the Board, and each Director so elected shall serve until the next meeting of the Voting Members, or until his successor shall have been duly elected and qualified. At the first annual meeting of the members following any such vacancy, a Director shall be elected for the balance of the term of the Director in respect to whom there has otherwise been a vacancy. Notice specifying any increase in the number of Directors and the name, address and principal occupation of and other pertinent information about any Director elected to fill any vacancy shall be given in the next mailing sent to the Voting Members after such increase or election.

Section 3. Annual Meetings. The Board of Directors shall meet annually, without notice, immediately following, and at the same place as, the annual meeting of the Voting Members.

Section 4. Regular Meetings. Regular meetings shall be held at such times and places, either within or without the State of Ohio, as may be determined by the President or Board of Directors.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by the President or by any member of the Board of Directors, at any place within or without the State of Ohio, upon twenty-four (24) hours notice, specifying the time, place and general purposes of the meeting, given to each Director personally, by telephone or telegraph; or notice may be given by mail or email if sent at least three (3) days before such meeting.

Section 6. Waiver of Notice. Any Director may waive notice of any meeting in writing. Attendance by a Director at a meeting shall constitute a waiver of notice of such meeting.

Section 7. Quorum. A majority of the entire Board of Directors then qualified and acting shall constitute a quorum and be sufficient for transaction of any business, except for filling vacancies in the Board of Directors which shall require action by a majority of the remaining Directors. Any act of the majority of the Directors present at a meeting at which a quorum shall be present shall be the act of the Board unless otherwise provided for by law or by these Bylaws. A majority of the Directors present may adjourn any meeting from time to time. Notice of an adjourned meeting need not be given other than by announcement at the time of adjournment.

Section 8. Meetings by Means of Authorized Communications Equipment. One or more Directors may participate in a meeting of the Directors by means of authorized communications equipment within the meaning of Section 1702.01 of the Ohio Revised Code. Participation of a Director at a meeting by authorized communications equipment in accordance with this Section 8 shall constitute presence in person at such meetings.

Section 9. Action by Written Consent. Action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if prior to such action, a written consent thereto is signed by all the members of the Board, and such written consent is filed with the minutes of the proceedings of the Board.

Section 10. Powers and Duties of the Board of Directors. The Board shall have all powers which can be exercised by a Board under the Declaration, Ohio Nonprofit Corporation Law (Chapter 1702 of the Ohio Revised Code, as amended) and Ohio Planned Community Law (Chapter 5312 of the Ohio Revised Code, as amended).

## ARTICLE IV

### Officers

Section 1. Number of Officers. The officers of the Corporation shall consist of a President, a Secretary, a Treasurer, and such officers or assistant officers as the Board shall from time to time create and so elect. Any two (2) or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person. The President shall be chosen from among the Directors. Officers shall serve without compensation unless such compensation is approved by the Voting Members holding a majority of the total votes.

Section 2. Election and Terms. Each officer shall be elected by the Board of Directors at the annual meeting thereof and shall hold office until the next annual meeting of the Board or until his successor shall have been elected and qualified or until his death, resignation or removal. Any officer may be removed at any time, with or without cause, by vote of a majority of the whole Board, but such removal shall be without prejudice to the contract rights, if any, of the person so removed; provided, however, that election of an officer shall not of itself create contract rights.

Section 3. Vacancies. Whenever any vacancy shall occur in any office by death, resignation, increase in the number of officers of the Corporation, or otherwise, the same shall be filled by the Board of Directors, and the officer so elected shall hold office until the next annual meeting of the Board or until his or her successor is duly elected or appointed.

Section 4. President. The President shall be the chief executive officer of the Corporation; shall preside at all meetings of Voting Members and of the Board of Directors; shall have general and active supervision, control and management of the affairs and business of the Corporation, subject to the orders and resolutions of the Board; shall have general supervision and direction of all officers, agents and employees of the Corporation; shall see that all orders and resolutions of the Board are carried into effect; and in general shall exercise all powers and perform all duties incident to such office and such other powers and duties as may from time to time be assigned to him by the Board.

The President shall have full authority to execute proxies on behalf of the Corporation, and to execute, with the Secretary, powers of attorney appointing other corporations, partnerships, or individuals the agent of the Corporation, all subject to the provisions of the laws of the State of Ohio, the Declaration, the Articles of Incorporation and this Code of Bylaws.

Section 5. Secretary. The Secretary shall attend all meetings of the Board and of the Voting Members and shall act as Secretary of such meetings; shall give or cause to be given all notices provided for in these Bylaws or required by law; shall record all votes and minutes of all proceedings of the meetings of Voting Members and the Board in a book or books to be kept for that purpose; shall be custodian of the records of the Corporation; shall have charge of the

list of Voting Members; and in general shall exercise all powers and perform all duties as may be from time to time assigned to him or her by the Board or by the President.

Section 6. Treasurer. The Treasurer shall keep correct and complete records of account showing accurately at all times the financial condition of the Corporation; shall be the custodian of the corporate funds and securities; shall immediately deposit, in the name and to the credit of the Corporation, all moneys and other valuable effects of the Corporation in such depositories as may be designated by the Board of Directors; shall disburse the funds of the Corporation as may be ordered by the Board or by the President; and in general, shall exercise all powers and perform all duties customarily incident to such office and such other powers and duties as may from time to time be assigned to him or her by the Board or the President.

## ARTICLE V Books and Records

Section 1. Books and Records in General. The Board of Directors shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the "Subdivision" as defined in the Declaration, specifying and itemizing the maintenance and repair expenses of the Subdivision and other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by Owner. Upon ten (10) calendar days notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement in recordable form of his account setting forth the amount of any unpaid assessment or other charges due and owing from such Owner, and such amount shall be binding upon the Board and the Corporation, and any mortgagee or grantee of such Owner furnished with such statement shall not be liable for, and the Lot of such Owner shall not be conveyed subject to a lien for, any unpaid assessment in excess of the amount set forth in such statement.

Section 2. Preparation of Annual Budget. The Treasurer shall cause to be prepared an annual budget reflecting the estimated revenues for the following budget year as well as the estimated surplus or deficit as of the end of the budget year. The proposed annual budget must be approved at a meeting duly called for that purpose as provided in the Declaration. At least (10) days prior to such meeting, the Secretary shall deliver to each member of the Association written notice that the proposed annual budget is available upon written request at no charge to the member.

## ARTICLE VI Execution of Instruments

Section 1. Checks, Drafts, etc. All checks, drafts, bills of exchange or other orders for the payment of money, obligations, notes or other evidences of indebtedness of the Corporation

shall be signed or endorsed by such officer or officers, employee or employees of the Corporation as shall from time to time be designated by the Board of Directors.

Section 2. Contracts. All contracts, agreements, deeds, conveyances, mortgages and similar instruments authorized by the Board of Directors shall be signed, unless otherwise directed by the Board of Directors or required by law, by the President and attested by the Secretary.

**ARTICLE VII**  
**Amendments and Definitions**

Section 1. Amendments. These Bylaws may be altered, amended or repealed from time to time by a majority vote of the whole Board at any regular or special meeting if the notice or waiver of notice of said meeting shall have stated that the Bylaws are to be amended, altered or repealed or if all members of the Board of Directors at the time are present at said meeting. Any amendment to these Bylaws shall be recorded in the [COUNTY NAME] County, Ohio Recorder's Office, together with a certification a certification of the Secretary of the Association that the amendment was duly adopted by a majority vote of the Members at a meeting of the Members.

Section 2. Definitions. The terms used in these Bylaws shall have the same meaning as the same terms as defined and used in the Declaration, except as otherwise defined herein.

Section 3. Conflicts. In the event of any conflict between the provisions of the Declaration and these Bylaws, the provisions of the Declaration shall control. In the event of any conflict between the Articles and these Bylaws, the provisions of the Articles shall control.

**ARTICLE VIII**  
**The Ohio Nonprofit Corporation Law**

The provisions of the Ohio Nonprofit Corporation Law, as amended, applicable to any of the matters not herein specifically covered by these Bylaws, are hereby incorporated by reference in and made a part of these Bylaws.

Adopted: \_\_\_\_\_, 20\_\_

## EXHIBIT E

### Fence and Wall Standards

1. No fence or any portion thereof may be installed on that part of any Lot that is closer to the street than the primary rear wall of the residence on the Lot (i.e., fences are permitted only in the rear of the residence); no fence shall be permitted to extend beyond the rear plane of the residence. Special consideration may be made if there is a service door to the garage.
2. Fences shall be of white or tan vinyl material, white or black decorative aluminum, black wrought iron or stained or unstained wood (including pressure treated) only. No chain link type of fencing will be permitted. Examples of permitted fences shall be as follows:
  - a. Wood or Vinyl Three or Four Rail Kentucky Board Fence, with or without metal liner.
  - b. Split Rail Fence, with or without metal liner.
  - c. Aluminum or Wrought Iron Metal Fences.
3. Fences shall be up to 60 inches in height from the initial grade of the Lot.
4. All fence posts shall be positioned on the inside of the fence for all types of fencing.
5. All corner Lots are classified as “double fronting” Lots and shall adhere to the minimum building setback requirements. Fencing shall not extend beyond the side/rear house plane more than 8 feet.
6. For all pond Lots, any fence adjacent to a pond shall not exceed 48 inches in height to avoid obstructing pond views and such fencing is limited to black faux wrought iron or black wrought iron only. Stockade fences are prohibited.
7. Fencing within any recorded easement shall meet the requirements of the easement.
8. No fence shall obstruct the flow of stormwater.
9. In addition to the regulations set forth above, it is the obligation of the lot Owner to adhere to any zoning code and building regulations.
10. Any fence enclosing a swimming pool shall be subject to the above regulation and conform to state or local regulation and be submitted to the proper jurisdictional authority prior to installation.

11. Requests for invisible fencing will be subject to the Committee's approval of the proposed fence location prior to installation. All controller boxes & other equipment shall be hidden from view. Invisible fences are subject to the same easement restrictions as set forth in this Exhibit. Invisible fences must be installed no less than 5 feet within the Lot lines.

12. All fences shall be subject to the following construction and maintenance requirements:

a. All fencing shall be constructed of quality materials and of a high-quality professional installation, non-compliance will result in modifications or professional reinstallation at the Owner's expense.

b. All fencing shall be properly braced and all posts shall be placed into the ground with concrete at such a depth to ensure the fence will be secure and will not move.

c. All fence bracing or ribbing shall be on the inside of the fence unless otherwise approved by the Committee.

d. All fences must be maintained and repaired in a reasonable fashion.

e. Any warped fence boards shall be replaced as needed.

f. All wood fences shall be stained and treated with a quality wood preservation at least every three years to maintain the appearance of the fence.

g. All fencing belongs to Owner of the Lot in which the fence is located. The HOA will only maintain fences in which there is a platted common area for said fence.

TAB 3  
ADJACENT NEIGHBORS

SCHENK AARON C  
& STACEY L SURV  
7110 STEMEN RD NW  
PICKERINGTON OH 43147

MARY-T STABLES LLC  
% JEANNE L COLE  
7250 STEMEN RD NW  
PICKERINGTON OH 43147

HODGES CHARLES A  
& MARTHA E (AKA HODGES  
MARTHA) SURV  
11505 HUNTINGTON WAY NW  
PICKERINGTON OH 43147

HAMMOND KRISTEN  
11473 HUNTINGTON WAY NW  
PICKERINGTON OH 43147

KILYK JENNIFER  
& HEBER NICHOLAS SURV  
11455 HUNTINGTON WAY NW  
PICKERINGTON OH 43147

KITZMILLER GERRI REBECCA  
11443 HUNTINGTON WAY  
PICKERINGTON OH 43147

STICKNEY GREGORY D  
11371 HUNTINGTON WAY  
PICKERINGTON OH 43147

COLLINS TRESSY E  
11401 HUNTINGTON WAY  
PICKERINGTON OH 43147

SHOUP ZACHARY D  
& ALEXIS M SURV  
11383 HUNTINGTON WAY NW  
PICKERINGTON OH 43147

STICKNEY GREGORY D  
& SHARON J SURV  
11371 HUNTINGTON WAY  
PICKERINGTON OH 43147

THATCHER DAVIDA F  
11355 HUNTINGTON WAY  
PICKERINGTON OH 43147

SPARKS KENNETH E  
& JAYNE K SURV  
11341 HUNTINGTON WAY NW  
PICKERINGTON OH 43147

SMITH BRUCE RAY  
& MELANIE L SURV  
11321 HUNTINGTON WAY NW  
PICKERINGTON OH 43147

XIONG DAVID  
11303 HUNTINGTON WAY NW  
PICKERINGTON OH 43147

EVANS KATHLEEN B (TOD)  
11285 HUNTINGTON WAY  
PICKERINGTON OH 43147

ALPETER STEVEN  
& JESSICA SURV  
11267 HUNTINGTON WAY NW  
PICKERINGTON OH 43147

ROCKEY ERIN  
11249 HUNTINGTON WAY NW  
PICKERINGTON OH 43147

ARASMITH ALEXANDRA L  
& LAUREN B SURV  
11229 HUNTINGTON WAY NW  
PICKERINGTON OH 43147

JOHNSON PATRICK E  
11209 HUNTINGTON WAY NW  
PICKERINGTON OH 43147

MACHINSKI DOLORES A  
11193 HUNTINGTON WAY NW  
PICKERINGTON OH 43147

MITCHELL HEATHER A  
& WESLEY A SURV  
11177 HUNTINGTON WAY NW  
PICKERINGTON OH 43147

FOLEY DENNIS J  
& DEBORAH B CO TRUSTEES  
11159 HUNTINGTON WAY NW  
PICKERINGTON OH 43147

GASTALDO JONATHAN L  
& KATIE C SURV  
6835 WILDWOOD DR NW  
PICKERINGTON OH 43147

MOORE TODD D  
& MARGARET A SURV  
11073 RAVENWOOD CT NW  
PICKERINGTON OH 43147

GREGOR PAUL A  
& JESSICA SURV  
11071 RAVENWOOD CT NW  
PICKERINGTON OH 43147

GINTER CARYN  
& DAVID SURV  
11069 RAVENWOOD CT NW  
PICKERINGTON OH 43147

BROYLES MARK W  
6830 STEMEN RD NW  
PICKERINGTON OH 43147

NEUPANE MADHU  
& NEUPANE YASHODA & NEUPANE  
KESHAV SURV  
6897 STEMEN RD NW  
PICKERINGTON OH 43147

HERTL DAVID A  
& JENNIFER P CO TRUSTEES  
6919 STEMEN RD NW  
PICKERINGTON OH 43147

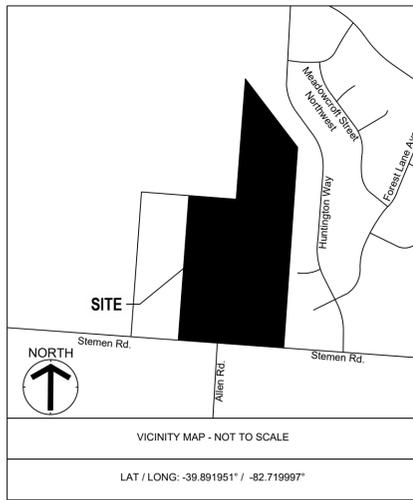
LOMINICO JEFF F  
& ERIKA A SURV  
6945 STEMEN RD NW  
PICKERINGTON OH 43147

KONDRU ANOKH  
& JAMI SURV  
10951 ALLEN RD NW  
PICKERINGTON OH 43147

MCCLAIN AUSTIN  
& VIVIEN SURV  
7070 STEMEN RD NW  
PICKERINGTON OH 43147

6940 STEMEN RD LLC  
C/O H BERT LINDSAY  
5805 SCARBOROUGH BLVD  
COLUMBUS OH 43232

TAB 4  
BOUNDARY SURVEY &  
LEGAL DESCRIPTION



**TOPOGRAPHIC LEGEND**


### Structure Number

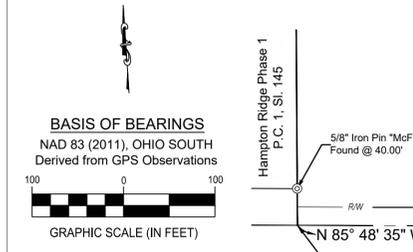
— Gas Line  
 UGE Underground Electric (Per Plan)  
 — Underground Communications  
 OHL Overhead Utility Line  
 STM Storm Sewer  
 ~~~~~ Tree Line

**SURVEYOR'S CERTIFICATION:**  
 TO: First American Title Insurance Company National Commercial Services;  
 Clayton Properties Group, Inc., dba Arbor Homes, a Tennessee corporation

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6(a), 7(a), 7(b)(1) 8, 9, 11(a), 13, 14, 16 & 17 of Table A thereof. The fieldwork was completed on 12/19/2025.

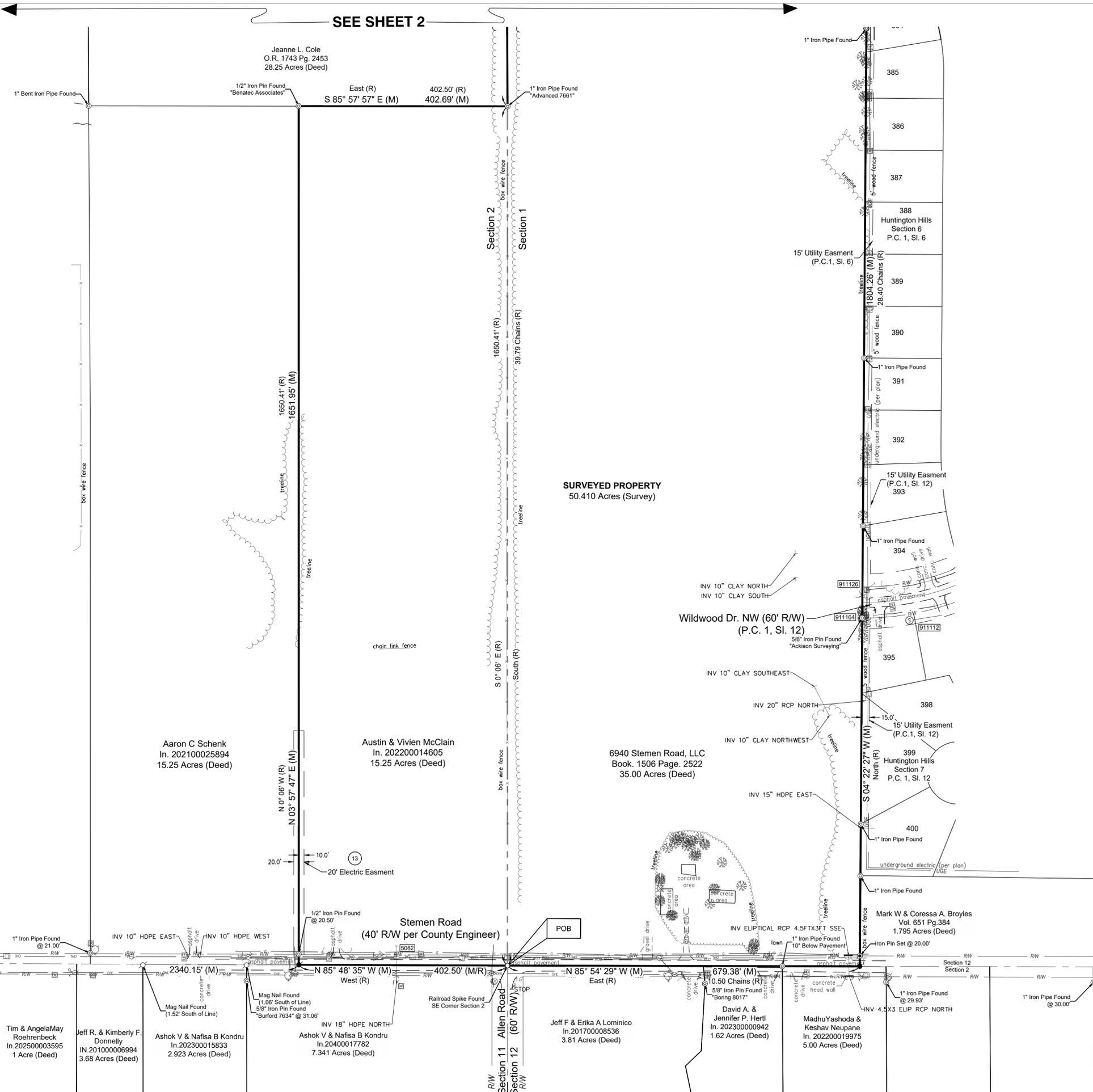
Date of Plat or Map February 2, 2026

Joshua R. Cottingim, Ohio P.S. No. 8911 Date  
 joshua.cottingim@cesoinc.com



**SURVEY LEGEND**

|  |               |
|--|---------------|
|  | (M) - Measure |
|  | (R) - Record  |
|  |               |
|  |               |
|  |               |
|  |               |



**6940 & 7070 Stemen Road NW**  
**Pickerington, Ohio**  
 Section 1 & 2, Township 15, Range 20,  
 Township of Violet, County of Fairfield, State of Ohio

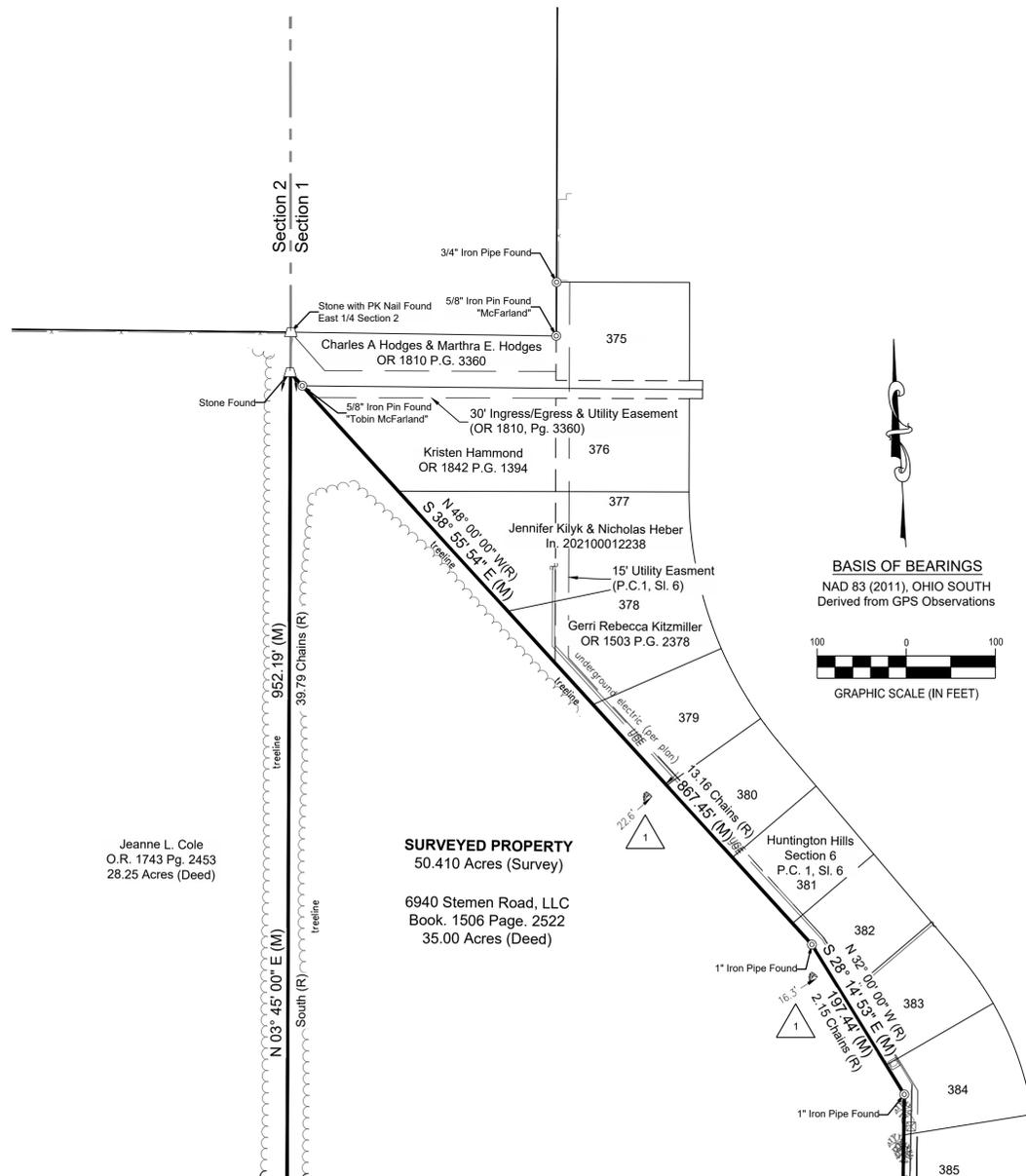
| ID          | Revisions / Submissions |
|-------------|-------------------------|
| Description | Date                    |

© 2025 CESO, INC.  
 Project Number: 767320  
 Drawn By: PJM  
 Checked By: JRC/ALB  
 Date: 2/2/2026  
 Issue:

Drawing Title:  
**ALTA / NSPS LAND TITLE SURVEY**

**SURVEYOR NOTES:**

- This survey does not constitute a title search by the surveyor. All information regarding record easements, and other documents that might affect the quality of title to the parcel shown hereon we obtained through a certified title commitment conducted by First American Title Insurance Company National Commercial Services, Commitment Number NCS-1286241-COL and bearing an effective date of December 05, 2025 at 6:00 a.m. and Commitment Number NCS-1290222-COL and bearing an effective date of January 22, 2026 at 6:00 AM.
- Direct access to the subject parcel is available via Stemen Road. No roadway improvement plans were disclosed to CESO during the survey.
- The utilities shown are located from field survey information, Ohio 811 Ticket #A534501814-00A, #A534501817-00A and/or existing drawings supplied by client. The surveyor makes no guarantee that the utilities located comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the utilities located are in the exact location indicated although the surveyor does certify that they are located as accurately as possible from information available. For utility lines or service locations on private property CESO recommends contracting a private underground utility location service.
- Parcel is located within Zone "X" (Area of Minimal Flood Hazard) as indicated by the Flood Insurance Rate Map (FIRM) Map Number 39045C0040J, effective date: 4/25/2024 published by the Federal Emergency Management Agency.
- No zoning report was provided to the survey at the time of survey.
- There are 0 regular parking spaces & 0 handicap spaces on The Surveyed Property.
- The nearest roadway intersection is Allen Road & Stemen Road, both being public rights-of-way.
- There was no observed evidence of current earth moving work, building construction, or building additions observed on The Surveyed Property at the time of fieldwork.
- No proposed changes in street right-of-way lines were provided to the surveyor. No evidence of current street or sidewalk construction or repairs were observed at time of fieldwork.



Jeanne L. Cole  
O.R. 1743 Pg. 2453  
28.25 Acres (Deed)

**SURVEYED PROPERTY**  
50.410 Acres (Survey)  
  
6940 Stemen Road, LLC  
Book. 1506 Page. 2522  
35.00 Acres (Deed)

SEE SHEET 1

**Stemen Road, LLC Property**  
**EXHIBIT "A" LEGAL DESCRIPTION**

Title Commitment #NCS-1286241-COL

The Land referred to herein below is situated in the Township of Violet, County of Fairfield, State of Ohio, and is described as follows:

Being the West One-Half (1/2) off that part of land willed by John Ford in his life to his daughter, Pheoba Laird, it being a part of the Southwest quarter of Section No. 1, Township No. 15, Range No. 20, containing Thirty-Five (35) acres of land, more or less.

Being more particularly described as follows: Being a part of the Southwest quarter of Section No. 1, Township No. 15, Range No. 20, beginning at a stone in the center of the Public Highway at the Southwest corner of said Section No. 1;

Thence East along the center of said Highway 10.50 chains to a stone;

Thence North 28.40 chains to a stone;

Thence North 32° West 2.15 chains to a stone;

Thence North 48° West 13.16 chains to a stone on the West boundary line of said Section No. 1;

Thence South along said Section line 39.79 chains to the place of beginning, containing 35 acres of land, more or less, subject to all legal highways.

Property Address: 6940 Stemen Road, Pickerington, Ohio 43147  
Tax Parcel Number: 036-00034-00

**Stemen Road, LLC Property**  
**SCHEDULE B - SECTION II**

Title Commitment #NCS-1286241-COL

Items 1-10, 14-16 are not survey related items.

11. Easement from Roy Bitler and Geritha Bitler to The Ohio Bell Telephone Company, dated January 15, 1934, and recorded February 2, 1934, in Lease Volume 39, Page 520, Recorder's Office, Fairfield County, Ohio.  
**EASEMENT IS ON THE STEMEN ROAD, LLC PROPERTY WITHIN THE RIGHT OF WAY OF STEMEN ROAD**

12. Oil and Gas Lease from Guy and Fern Smoke to Glen Sturm Associates, dated May 23, 1960, and recorded May 27, 1960, in Lease Volume 49, Page 123, Recorder's Office, Fairfield County, Ohio.  
**THE 6940 STEMEN ROAD, LLC PROPERTY IS DESCRIBED IN THE RECORD DOCUMENT**

13. Oil and Gas Lease from H. Bert Lindsay and Stephanie Lindsay, to Enveron Corporation, dated October 20, 2000, and recorded March 07, 2001, in OR Book 1142, Page 1279, Recorder's Office, Fairfield County, Ohio.  
**THE 6940 STEMEN ROAD, LLC PROPERTY IS DESCRIBED IN THE RECORD DOCUMENT**

**SIGNIFICANT OBSERVATIONS:**

- Two satellite dishes lie on The Surveyed Property

**McClain Property**  
**EXHIBIT "A" LEGAL DESCRIPTION**

Title Commitment #NCS-1290222-COL

The Land referred to herein below is situated in the Township of Violet, County of Fairfield, State of Ohio, and is described as follows:

Being a part of the southeast quarter of Section 2, Township 15, Range 20, and bounded and described as follows:

Beginning at a point in the centerline of Stemen road, the same being southeast corner to said Section 2 and also the southeast corner or a 30.50 acre tract conveyed to Larry M. Buchanan and Dale R. England, Sr. by deed recorded in Deed Book 535, Page 456 in Fairfield County Recorder's Office;

Thence with the centerline of Stemen road, the same being the south line of Section 2 west 402.50 feet to a point;

Thence on a new line across the said 30.50 acre tract of which the herein described tract is a part north 0 deg. 06' west 1650.41 feet (passing a half inch iron pin set at 20.00 feet) to a half inch iron pin set in the north line of said 30.50 tract;

Thence with said north line east 402.50 feet to a half inch iron pin found at the northeast corner of said 30.50 acre tract;

Thence with the east line of same south 0° 06' east 1650.41 feet (passing a half inch iron pin at 1630.41 feet) to the Place of Beginning.

Containing 15.25 acres.

**McClain Property**  
**SCHEDULE B - SECTION II**

Title Commitment #NCS-1290222-COL

Items 1-12 are not survey related items.

13. Electric Line Right of Way Easement from Larry and Tina Buchanan to South Central Power Company, an Ohio corporation, dated April 9, 1986, and recorded April 23, 1986, in Volume 540, Page 952, Recorder's Office, Fairfield County, Ohio.  
**EASEMENT IS ON THE McCLAIN PROPERTY AS SHOWN HEREON**

14. Right of Way Easement from T. R. Suurt to The Ohip Bell Telephone Company, dated January 11, 1934, and recorded February 2, 1934, in Volume 39, Page 521, Recorder's Office, Fairfield County, Ohio.  
**EASEMENT IS ON THE McCLAIN PROPERTY WITHIN THE RIGHT OF WAY OF STEMEN ROAD**

15. Oil and Gas Lease from Freddie C. Rudisill and Margaret L. Rudisill to Russell C. Graber, dated June 29, 1959, and recorded August 19, 1959, in Volume 48, Page 243, Recorder's Office, Fairfield County, Ohio.

Assignment of Oil and Gas Leases from Russell C. Graber and wife, Mary Jeanne Graber, of Creston, Ohio to Robert G. Storey, Jr., Trustee, dated February 1960, and recorded February 23, 1960, in Miscellaneous Book 7, Page 153, Recorder's Office, Fairfield County, Ohio.

Affidavit of Non-Payment and Non-Production of Oil and Gas Lease by Freddie C. Rudisill and Margaret L. Rudisill, dated March 10, 1983, and recorded March 15, 1983, in Volume 73, Page 888, Recorder's Office, Fairfield County, Ohio.

**THE McCLAIN PROPERTY IS DESCRIBED IN THE RECORD DOCUMENTS**



**6940 & 7070 Stemen Road NW**  
**Pickerington, Ohio**  
Section 1 & 2, Township 15, Range 20,  
Township of Violet, County of Fairfield, State of Ohio

| ID | Revisions / Submissions |
|----|-------------------------|
|    | Description Date        |

© 2025 CESO, INC.  
Project Number: 767320  
Drawn By: PJM  
Checked By: JRC/ALB  
Date: 2/2/2026  
Issue:

Drawing Title:  
**ALTA / NSPS LAND**  
**TITLE SURVEY**

TAB 5  
DEVELOPMENT PLAN EXHIBITS



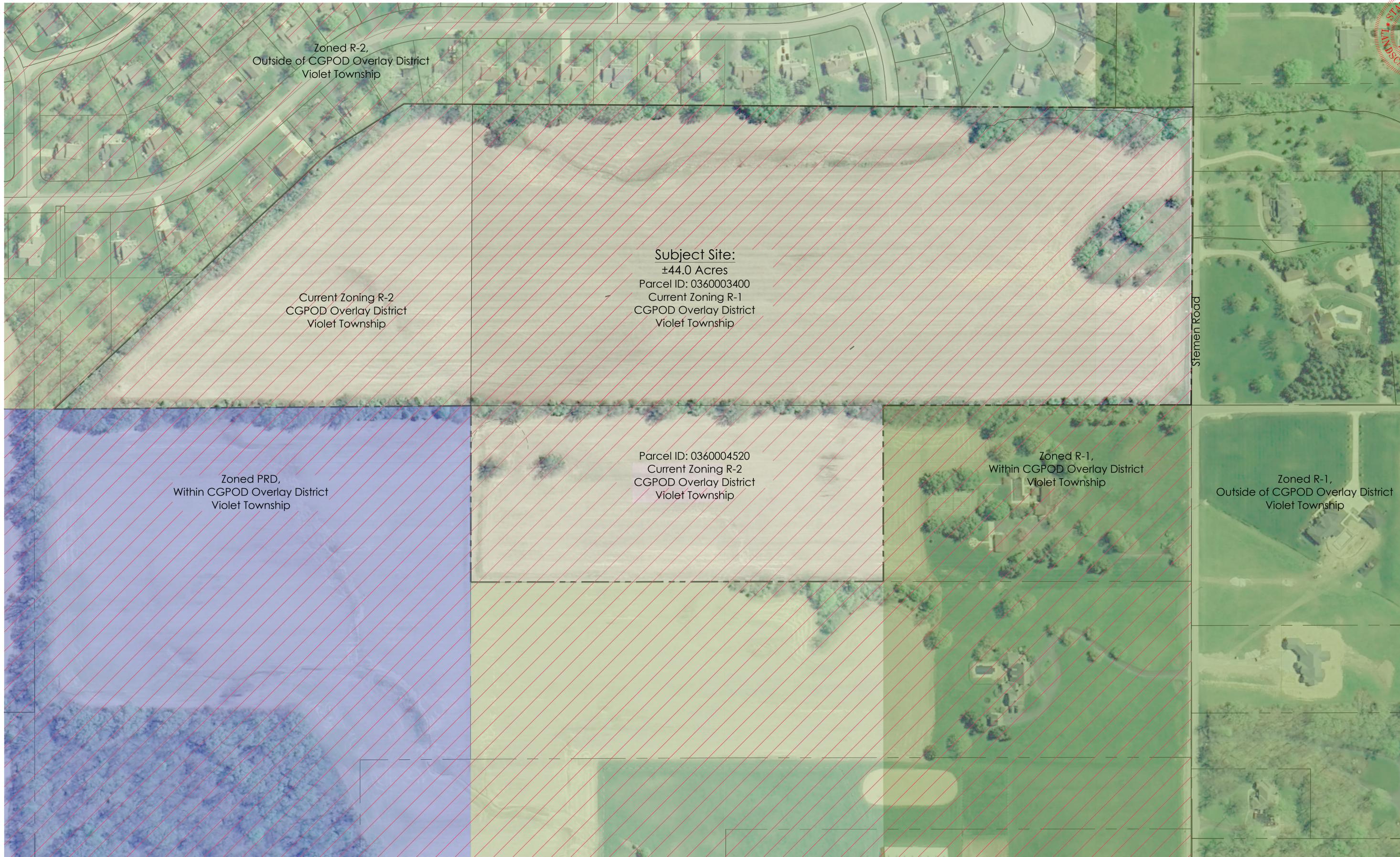
Exhibit A1: Regional Context Plan





Exhibit B1: Existing Conditions Plan





Zoned R-2,  
Outside of CGPOD Overlay District  
Violet Township

Current Zoning R-2  
CGPOD Overlay District  
Violet Township

Subject Site:  
±44.0 Acres  
Parcel ID: 0360003400  
Current Zoning R-1  
CGPOD Overlay District  
Violet Township

Zoned PRD,  
Within CGPOD Overlay District  
Violet Township

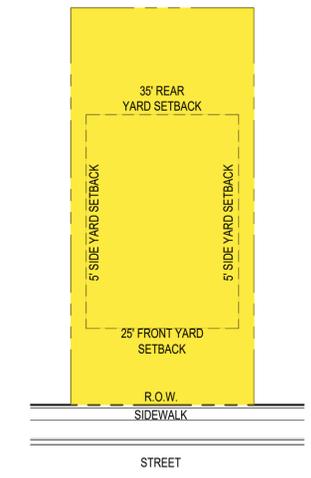
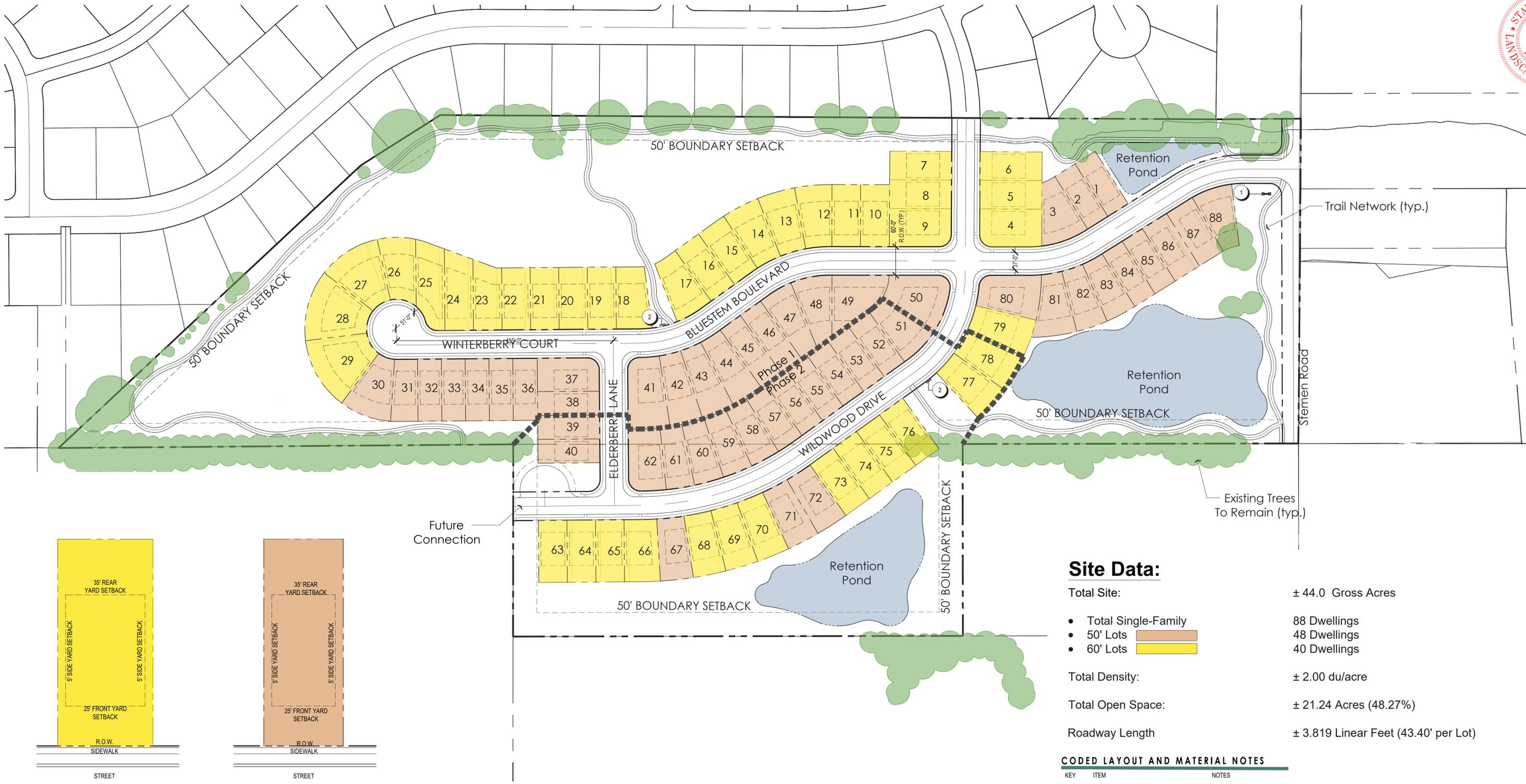
Parcel ID: 0360004520  
Current Zoning R-2  
CGPOD Overlay District  
Violet Township

Zoned R-1,  
Within CGPOD Overlay District  
Violet Township

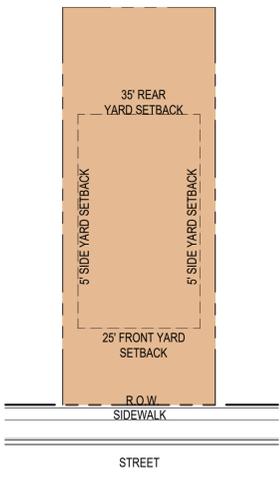
Zoned R-1,  
Outside of CGPOD Overlay District  
Violet Township

Stemen Road





**Typical 60' Single Family Lot**  
 SCALE: 1" = 30'



**Typical 50' Single Family Lot**  
 SCALE: 1" = 30'

**Site Data:**

|                       |                                      |
|-----------------------|--------------------------------------|
| Total Site:           | ± 44.0 Gross Acres                   |
| • Total Single-Family | 88 Dwellings                         |
| • 50' Lots            | 48 Dwellings                         |
| • 60' Lots            | 40 Dwellings                         |
| Total Density:        | ± 2.00 du/acre                       |
| Total Open Space:     | ± 21.24 Acres (48.27%)               |
| Roadway Length        | ± 3.819 Linear Feet (43.40' per Lot) |

**CODED LAYOUT AND MATERIAL NOTES**

| KEY | ITEM       | NOTES                                                |
|-----|------------|------------------------------------------------------|
| 1   | ENTRY SIGN | SEE DETAIL X, EXHIBIT E4 FOR MORE INFORMATION        |
| 2   | CBU        | SEE DETAIL A, B & C, EXHIBIT E3 FOR MORE INFORMATION |

NOTE: FINAL LOCATION AND CONFIGURATION OF CLUSTER BOX UNITS TO BE COORDINATED WITH AND APPROVED BY THE LOCAL U.S.P.S. GROWTH MANAGER



**Site Data:**

Total Site: ± 44.0 Gross Acres  
 Total Open Space: ± 21.24 Acres (48.27%)

**Site Key:**

- Open Space
- 10' Asphalt Multi-use Path
- Sidewalk

Exhibit C2: Open Space Plan





**Site Data:**

|                            |                    |
|----------------------------|--------------------|
| Total Site:                | ± 44.0 Gross Acres |
| Total Number of Site Signs | 1                  |

**CODED LAYOUT AND MATERIAL NOTES**

| KEY | ITEM       | NOTES                                         |
|-----|------------|-----------------------------------------------|
| ①   | ENTRY SIGN | SEE DETAIL A, EXHIBIT E4 FOR MORE INFORMATION |

Exhibit C3: Signage Plan





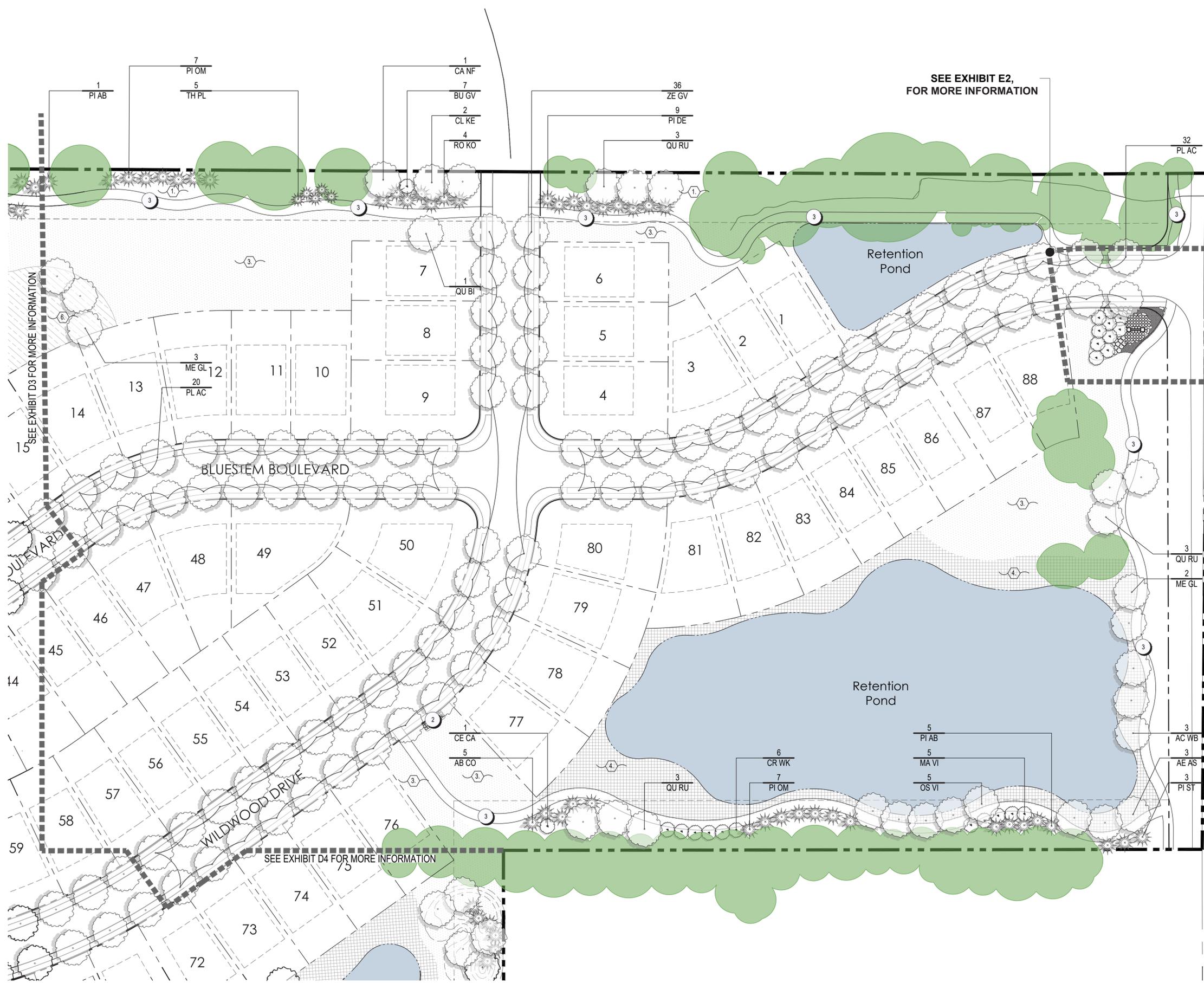
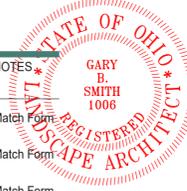
**Site Data:**

|                       |                        |
|-----------------------|------------------------|
| Total Site:           | ± 44.0 Gross Acres     |
| • Total Single-Family | 88 Dwellings           |
| • 50' Lots            | 48 Dwellings           |
| • 60' Lots            | 40 Dwellings           |
| Total Density:        | ± 2.00 du/acre         |
| Total Open Space:     | ± 21.24 Acres (48.27%) |

TAB 6  
LANDSCAPE EXHIBITS



Exhibit D1: Site Landscape Key



**PLANT LIST**

| CODE                                        | BOT. NAME/COMMON NAME                                              | SIZE       | COND. | SPACING  | NOTES      |
|---------------------------------------------|--------------------------------------------------------------------|------------|-------|----------|------------|
| <b>DECIDUOUS SHADE TREES / STREET TREES</b> |                                                                    |            |       |          |            |
| AC WB                                       | Acer saccharum 'Wright Brothers' Wright Brothers Maple             | 2" CAL.    | B&B   | AS SHOWN | Match Form |
| CA NF                                       | Carpinus caroliniana 'Native Flame' Native Flame American Hornbeam | 2" CAL.    | B&B   | AS SHOWN | Match Form |
| CL KE                                       | Cladrastis kentuckea American Yellowwood                           | 2" CAL.    | B&B   | AS SHOWN | Match Form |
| LI MO                                       | Liquidambar styraciflua 'Moraine' Moraine Sweetgum                 | 2" CAL.    | B&B   | AS SHOWN | Match Form |
| OS VI                                       | Ostrya virginiana 'Autumn Treasure' Autumn Treasure Hophornbeam    | 2" CAL.    | B&B   | AS SHOWN | Match Form |
| PL AC                                       | Platanus x acerfolia 'Bloodgood' Bloodgood London Planetree        | 2.5" CAL.  | B&B   | AS SHOWN | Match Form |
| QU RU                                       | Quercus rubra Red Oak                                              | 2" CAL.    | B&B   | AS SHOWN | Match Form |
| QU BI                                       | Quercus bicolor 'JFS-KW12' American Dream Swamp White Oak          | 2" CAL.    | B&B   | AS SHOWN | Match Form |
| ZE GV                                       | Zelkova serrata 'Green Vase' Green Vase Zelkova                    | 2.5" CAL.  | B&B   | AS SHOWN | Match Form |
| ME GL                                       | Metasequoia glyptostroboides Dawn Redwood                          | 2" CAL.    | B&B   | AS SHOWN | Match Form |
| <b>SMALL / ORNAMENTAL TREES</b>             |                                                                    |            |       |          |            |
| CE CA                                       | Cercis canadensis Eastern Redbud                                   | 1.75" CAL. | B&B   | AS SHOWN | Match Form |
| CR WK                                       | Crataegus viridis 'Winter King' Winter King Hawthorn               | 1.75" CAL. | B&B   | AS SHOWN | Match Form |
| MA VI                                       | Magnolia virginiana Sweetbay Magnolia                              | 7-8' HT.   | B&B   | AS SHOWN | Match Form |
| <b>EVERGREEN TREES</b>                      |                                                                    |            |       |          |            |
| AB CO                                       | Abies Concolor White Fir                                           | 5-6' HT.   | B&B   | AS SHOWN |            |
| PI AB                                       | Picea abies Norway Spruce                                          | 5-6' HT.   | B&B   | AS SHOWN |            |
| PI DE                                       | Picea glauca 'Densata' Black Hills Spruce                          | 5-6' HT.   | B&B   | AS SHOWN |            |
| PI OM                                       | Picea omorika Serbian Spruce                                       | 5-6' HT.   | B&B   | AS SHOWN |            |
| PI ST                                       | Pinus strobus White Pine                                           | 5-6' HT.   | B&B   | AS SHOWN |            |
| TH PL                                       | Thuja plicata 'Green Giant' Green Giant Arborvitae                 | 5-6' HT.   | B&B   | AS SHOWN |            |

**CODED LANDSCAPE NOTES**

- 1. TURF AREA - SOD OR SEED PER OWNER DIRECTION
- 2. LANDSCAPE BED - PROVIDE 3" DEPTH HARDWOOD MULCH, POSITIVE DRAINAGE IN ALL DIRECTIONS. HAND SPADE EDGE.

**PLAN HATCH KEY**

| SYMBOL             | ITEM                            | NOTES                                            |
|--------------------|---------------------------------|--------------------------------------------------|
| 3. [Hatch Pattern] | LOW-MOW SEED MIX                | OR OWNER APPROVED EQUAL SEE DETAIL A, EXHIBIT E5 |
| 4. [Hatch Pattern] | CARDNO SWALE SEED MIX           | OR OWNER APPROVED EQUAL SEE DETAIL A, EXHIBIT E5 |
| 6. [Hatch Pattern] | CARDNO ECONOMY PRAIRIE SEED MIX | OR OWNER APPROVED EQUAL SEE DETAIL A, EXHIBIT E5 |

**CODED LAYOUT AND MATERIAL NOTES**

| KEY | ITEM                       | NOTES                                                |
|-----|----------------------------|------------------------------------------------------|
| 2   | CBU                        | SEE DETAIL A,B, & C, EXHIBIT E3 FOR MORE INFORMATION |
| 3   | 10' ASPHALT MULTI USE PATH |                                                      |

SEE EXHIBIT E2, FOR MORE INFORMATION

SEE EXHIBIT D3 FOR MORE INFORMATION

SEE EXHIBIT D4 FOR MORE INFORMATION



PLANT LIST

| CODE                                        | BOT. NAME/COMMON NAME                                                       | SIZE       | COND. | SPACING  | NOTES      |
|---------------------------------------------|-----------------------------------------------------------------------------|------------|-------|----------|------------|
| <b>DECIDUOUS SHADE TREES / STREET TREES</b> |                                                                             |            |       |          |            |
| AC WB                                       | Acer saccharum 'Wright Brothers' Wright Brothers Maple                      | 2" CAL.    | B&B   | AS SHOWN | Match Form |
| AC FR                                       | Acer x freemanii 'Sienna' Sienna Glen Maple                                 | 2.5" CAL.  | B&B   | AS SHOWN | Match Form |
| AE AS                                       | Aesculus x arnoldiana 'Autumn Splendor' Autumn Splendor Buckeye             | 2" CAL.    | B&B   | AS SHOWN | Match Form |
| CA NF                                       | Carpinus caroliniana 'Native Flame' Native Flame American Hornbeam          | 2" CAL.    | B&B   | AS SHOWN | Match Form |
| CL KE                                       | Cladrastis kentuckea American Yellowwood                                    | 2" CAL.    | B&B   | AS SHOWN | Match Form |
| OS VI                                       | Ostrya virginiana 'Autumn Treasure' Autumn Treasure Hophornbeam             | 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 Plane                    | 2.5" CAL.  | B&B   | AS SHOWN | Match Form |
| QU RU                                       | Quercus rubra Red Oak                                                       | 2" CAL.    | B&B   | AS SHOWN | Match Form |
| QU BI                                       | Quercus bicolor 'JFS-KW12' American Dream Swamp White Oak                   | 2" CAL.    | B&B   | AS SHOWN | Match Form |
| TI CO                                       | Tilia cordata 'Greenspire' Greenspire Littleleaf Linden                     | 2" CAL.    | B&B   | AS SHOWN | Match Form |
| ME GL                                       | Metasequoia glyptostroboides Dawn Redwood                                   | 2" CAL.    | B&B   | AS SHOWN | Match Form |
| <b>SMALL / ORNAMENTAL TREES</b>             |                                                                             |            |       |          |            |
| AM GR                                       | Amelanchier xgrandiflora 'Autumn Brilliance' Autumn Brilliance Serviceberry | 1.75" CAL. | B&B   | AS SHOWN | Match Form |
| CE CA                                       | Cercis canadensis Eastern Redbud                                            | 1.75" CAL. | B&B   | AS SHOWN | Match Form |
| CR WK                                       | Crataegus viridis 'Winter King' Winter King Hawthorn                        | 1.75" CAL. | B&B   | AS SHOWN | Match Form |
| MA AM                                       | Maackia amurensis 'Starburst' Starburst Amur Maackia                        | 1.75" CAL. | B&B   | AS SHOWN | Match Form |
| MA VI                                       | Magnolia virginiana Sweetbay Magnolia                                       | 7-8' HT.   | B&B   | AS SHOWN | Match Form |
| <b>EVERGREEN TREES</b>                      |                                                                             |            |       |          |            |
| AB CO                                       | Abies Concolor White Fir                                                    | 5-6' HT.   | B&B   | AS SHOWN |            |
| JU CA                                       | Juniperus virginiana 'Canaertii' Canaertii Eastern Red Cedar                | 5-6' HT.   | B&B   | AS SHOWN |            |
| PI AB                                       | Picea abies Norway Spruce                                                   | 5-6' HT.   | B&B   | AS SHOWN |            |
| PI DE                                       | Picea glauca 'Densata' Black Hills Spruce                                   | 5-6' HT.   | B&B   | AS SHOWN |            |
| PI OM                                       | Picea omorika Serbian Spruce                                                | 5-6' HT.   | B&B   | AS SHOWN |            |
| PI FX                                       | Pinus flexilis 'Vanderwolf's Pyramid' Vanderwolf's Pyramid Limber Pine      | 5-6' HT.   | B&B   | AS SHOWN |            |
| PI ST                                       | Pinus strobus White Pine                                                    | 5-6' HT.   | B&B   | AS SHOWN |            |
| TH PL                                       | Thuja plicata 'Green Giant' Green Giant Arborvitae                          | 5-6' HT.   | B&B   | AS SHOWN |            |

CODED LANDSCAPE NOTES

- 1. TURF AREA - SOO OR SEED PER OWNER DIRECTION
- 2. LANDSCAPE BED - PROVIDE 3" DEPTH HARDWOOD MULCH, POSITIVE DRAINAGE IN ALL DIRECTIONS. HAND SPADE EDGE.

PLAN HATCH KEY

| SYMBOL | ITEM                            | NOTES                                            |
|--------|---------------------------------|--------------------------------------------------|
| 3      | LOW-MOW SEED MIX                | OR OWNER APPROVED EQUAL                          |
| 6      | CARDNO ECONOMY PRAIRIE SEED MIX | OR OWNER APPROVED EQUAL SEE DETAIL A, EXHIBIT E5 |

CODED LAYOUT AND MATERIAL NOTES

- | KEY | ITEM                       | NOTES                                                |
|-----|----------------------------|------------------------------------------------------|
| 2   | CBU                        | SEE DETAIL A,B, & C, EXHIBIT E3 FOR MORE INFORMATION |
| 3   | 10' ASPHALT MULTI USE PATH |                                                      |
| 4   | BIRD HOUSE MOUNTED ON POST | SEE DETAIL F, EXHIBIT E3 FOR MORE INFORMATION        |

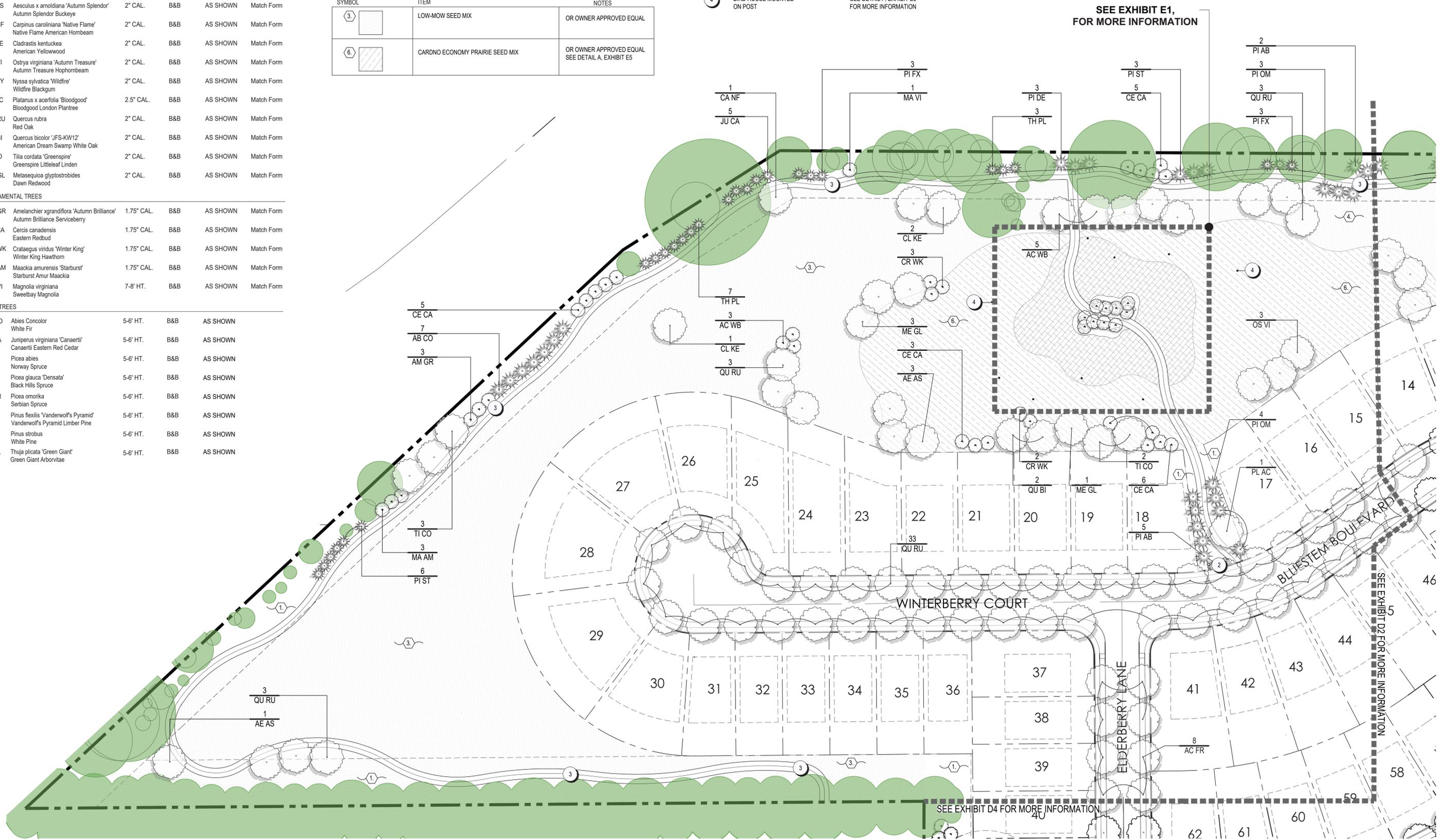


Exhibit D3: Northern Landscape Enlargement



**PLANT LIST**

| CODE                                        | BOT. NAME/COMMON NAME                                                 | SIZE      | COND. | SPACING  | NOTES      |
|---------------------------------------------|-----------------------------------------------------------------------|-----------|-------|----------|------------|
| <b>DECIDUOUS SHADE TREES / STREET TREES</b> |                                                                       |           |       |          |            |
| AC FR                                       | Acer x freemanii 'Sienna'<br>Sienna Glen Maple                        | 2.5" CAL. | B&B   | AS SHOWN | Match Form |
| CA NF                                       | Carpinus caroliniana 'Native Flame'<br>Native Flame American Hornbeam | 2" CAL.   | B&B   | AS SHOWN | Match Form |
| CL KE                                       | Cladrastis kentuckea<br>American Yellowwood                           | 2" CAL.   | B&B   | AS SHOWN | Match Form |
| ME GL                                       | Metasequoia glyptostroboides<br>Dawn Redwood                          | 2" CAL.   | B&B   | AS SHOWN | Match Form |
| TA DI                                       | Taxodium distichum<br>Bald Cypress                                    | 2" CAL.   | B&B   | AS SHOWN | Match Form |
| LI MO                                       | Liquidambar styraciflua 'Moraine'<br>Moraine Sweetgum                 | 2" CAL.   | B&B   | AS SHOWN | Match Form |
| OS VI                                       | Ostrya virginiana 'Autumn Treasure'<br>Autumn Treasure Hophornbeam    | 2" CAL.   | B&B   | AS SHOWN | Match Form |
| NY SY                                       | Nyssa sylvatica 'Wildfire'<br>Wildfire Blackgum                       | 2" CAL.   | B&B   | AS SHOWN | Match Form |
| QU RU                                       | Quercus rubra<br>Red Oak                                              | 2" CAL.   | B&B   | AS SHOWN | Match Form |
| QU BI                                       | Quercus bicolor 'JFS-KW12'<br>American Dream Swamp White Oak          | 2" CAL.   | B&B   | AS SHOWN | Match Form |
| ZE GV                                       | Zelkova serrata 'Green Vase'<br>Green Vase Zelkova                    | 2.5" CAL. | B&B   | AS SHOWN | Match Form |

| <b>SMALL / ORNAMENTAL TREES</b> |                                                                                |            |     |          |            |
|---------------------------------|--------------------------------------------------------------------------------|------------|-----|----------|------------|
| AM GR                           | Amelanchier xgrandiflora 'Autumn Brilliance'<br>Autumn Brilliance Serviceberry | 1.75" CAL. | B&B | AS SHOWN | Match Form |
| CE CA                           | Cercis canadensis<br>Eastern Redbud                                            | 1.75" CAL. | B&B | AS SHOWN | Match Form |

| <b>EVERGREEN TREES</b> |                                                       |          |     |          |  |
|------------------------|-------------------------------------------------------|----------|-----|----------|--|
| AB CO                  | Abies concolor<br>White Fir                           | 5-6' HT. | B&B | AS SHOWN |  |
| PI AB                  | Picea abies<br>Norway Spruce                          | 5-6' HT. | B&B | AS SHOWN |  |
| PI DE                  | Picea glauca 'Densata'<br>Black Hills Spruce          | 5-6' HT. | B&B | AS SHOWN |  |
| PI OM                  | Picea omorika<br>Serbian Spruce                       | 5-6' HT. | B&B | AS SHOWN |  |
| PI ST                  | Pinus strobus<br>White Pine                           | 5-6' HT. | B&B | AS SHOWN |  |
| TH PL                  | Thuja plicata 'Green Giant'<br>Green Giant Arborvitae | 5-6' HT. | B&B | AS SHOWN |  |

**CODED LANDSCAPE NOTES**

- ① TURF AREA - SOD OR SEED PER OWNER DIRECTION
- ② LANDSCAPE BED - PROVIDE 3" DEPTH HARDWOOD MULCH, POSITIVE DRAINAGE IN ALL DIRECTIONS. HAND SPADE EDGE.

**PLAN HATCH KEY**

| SYMBOL | ITEM                  | NOTES                                               |
|--------|-----------------------|-----------------------------------------------------|
| ③      | LOW-MOW SEED MIX      | OR OWNER APPROVED EQUAL                             |
| ④      | CARDNO SWALE SEED MIX | OR OWNER APPROVED EQUAL<br>SEE DETAIL A, EXHIBIT E5 |



Exhibit D4: Western Landscape Enlargement



**PLANT LIST**

| CODE                            | BOT. NAME/COMMON NAME                                                          | SIZE       | COND. | SPACING  | NOTES      |
|---------------------------------|--------------------------------------------------------------------------------|------------|-------|----------|------------|
| <b>SMALL / ORNAMENTAL TREES</b> |                                                                                |            |       |          |            |
| AM GR                           | Amelanchier xgrandiflora 'Autumn Brilliance'<br>Autumn Brilliance Serviceberry | 1.75' CAL. | B&B   | AS SHOWN | Match Form |

**CODED LANDSCAPE NOTES**

- 1) TURF AREA - SOD OR SEED PER OWNER DIRECTION
- 2) LANDSCAPE BED - PROVIDE 3" DEPTH HARDWOOD MULCH. POSITIVE DRAINAGE IN ALL DIRECTIONS. HAND SPADE EDGE.

**PLAN HATCH KEY**

| SYMBOL | ITEM                            | NOTES                                               |
|--------|---------------------------------|-----------------------------------------------------|
| 5      | CARDNO NATIVE WILDFLOWER MIX    | OR OWNER APPROVED EQUAL<br>SEE DETAIL A, EXHIBIT E5 |
| 6      | CARDNO ECONOMY PRAIRIE SEED MIX | OR OWNER APPROVED EQUAL<br>SEE DETAIL A, EXHIBIT E5 |

**CODED LAYOUT AND MATERIAL NOTES**

| KEY | ITEM                                            | NOTES                                         |
|-----|-------------------------------------------------|-----------------------------------------------|
| 3   | 10' ASPHALT MULTI USE PATH                      | -                                             |
| 4   | BIRD HOUSE MOUNTED ON POST                      | SEE DETAIL F, EXHIBIT E3 FOR MORE INFORMATION |
| 5   | ALTERNATIVE SEATING, SALT CREEK BUFF STONE SLAB | SEE DETAIL B, EXHIBIT E4 FOR MORE INFORMATION |
| 6   | BENCH                                           | SEE DETAIL E, EXHIBIT E3 FOR MORE INFORMATION |
| 7   | LIMESTONE SCREENINGS                            | SEE DETAIL D EXHIBIT E3 FOR MORE INFORMATION  |

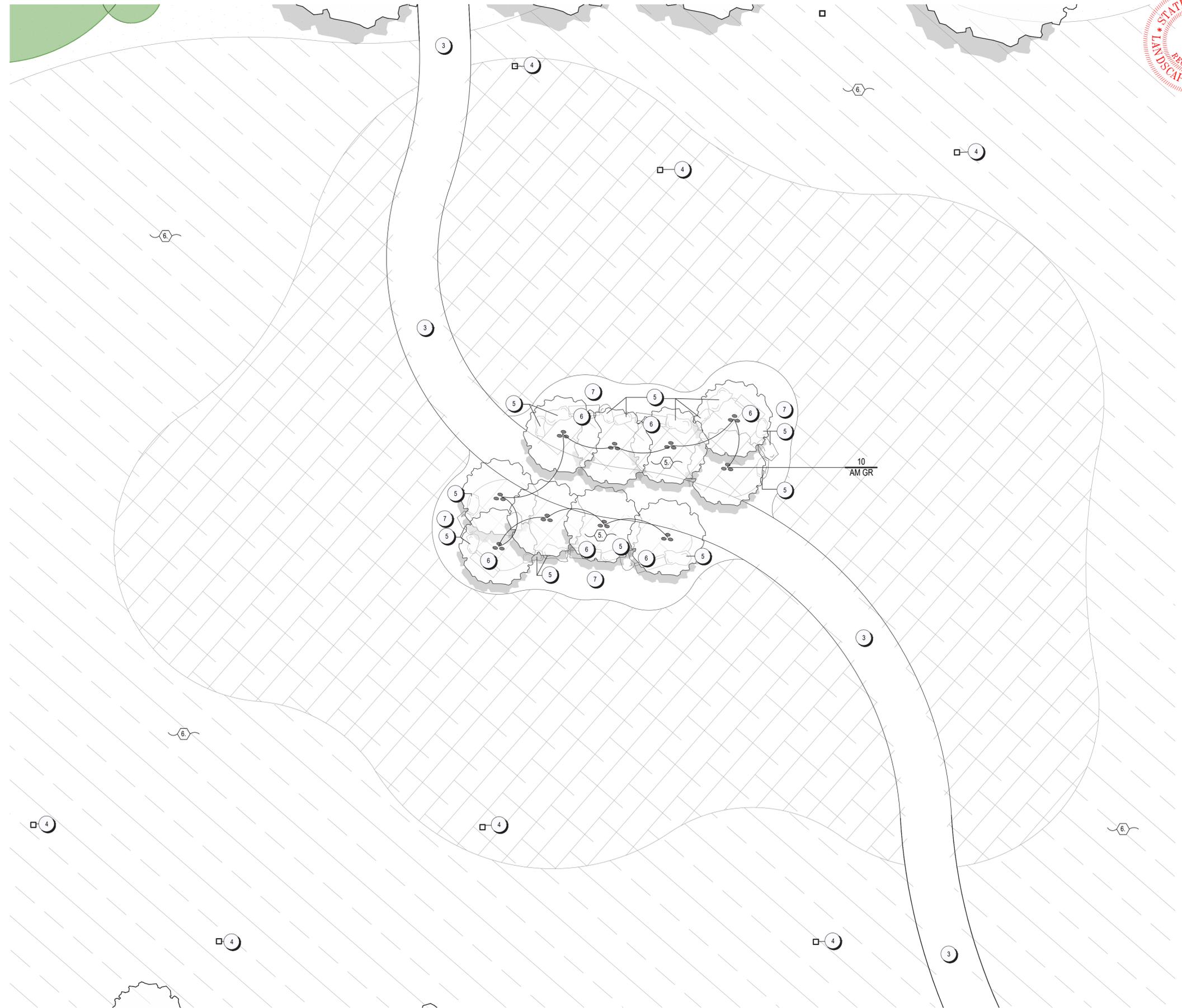
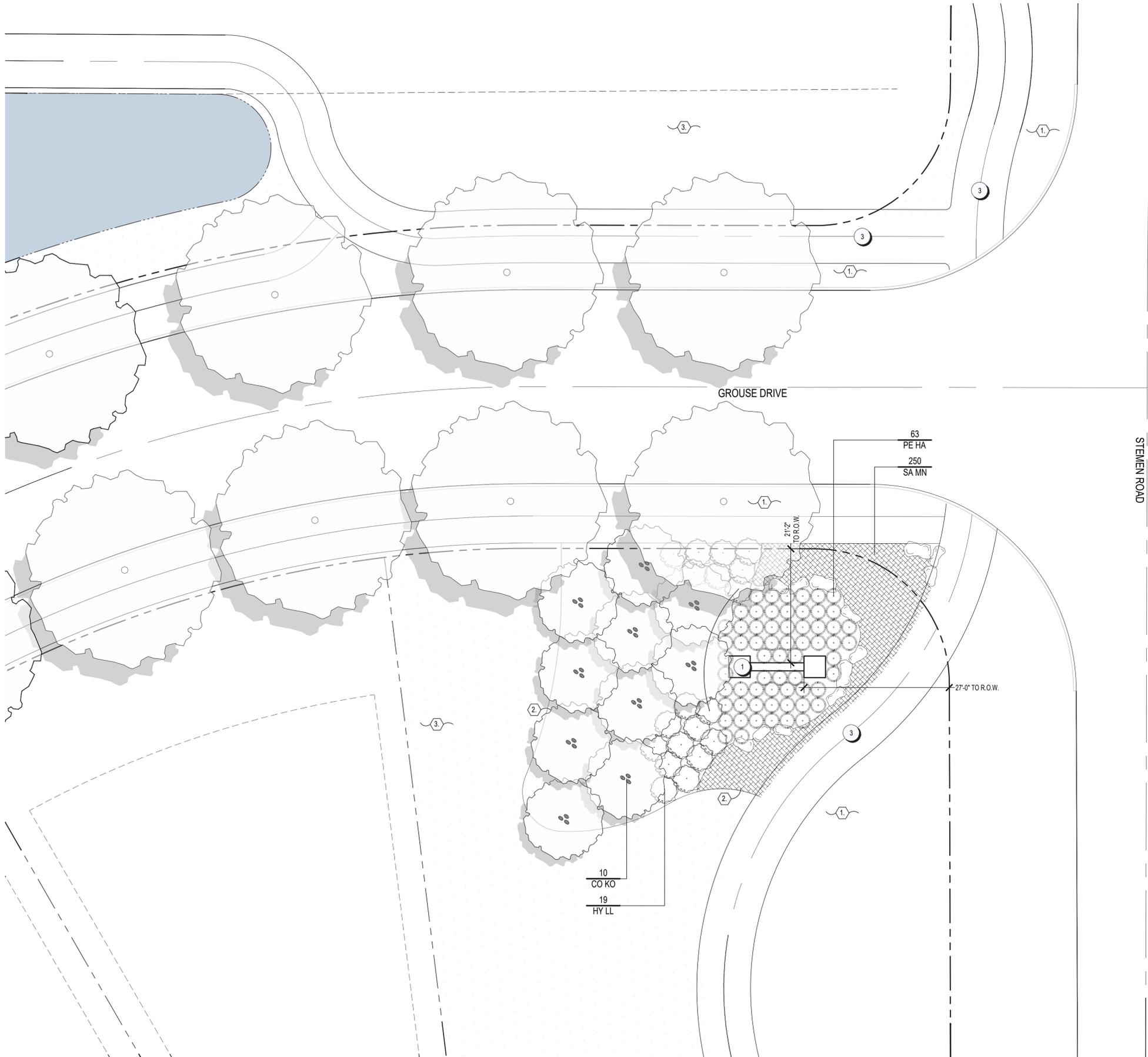


Exhibit E1: Northern Open Space Enlargement





**PLANT LIST**

| CODE                                       | BOT. NAME/COMMON NAME                                            | SIZE       | COND.    | SPACING  | NOTES      |
|--------------------------------------------|------------------------------------------------------------------|------------|----------|----------|------------|
| <b>SMALL / ORNAMENTAL TREES</b>            |                                                                  |            |          |          |            |
| CO KO                                      | Cornus kousa<br>Kousa Dogwood                                    | 2.5' CAL.  | B&B      | AS SHOWN | Match Form |
| <b>DECIDUOUS SHRUBS</b>                    |                                                                  |            |          |          |            |
| HY LL                                      | Hydrangea paniculata 'Limelight'<br>Limelight Hydrangea          | 18-20" HT. | #5 CONT. | AS SHOWN |            |
| <b>PERENNIALS GROUNDCOVERS AND GRASSES</b> |                                                                  |            |          |          |            |
| PE HA                                      | Pennisetum alopecuroides 'Hameln'<br>Hameln Dwarf Fountain Grass | -          | #1 CONT. | AS SHOWN |            |
| SA MN                                      | Salvia x sylvestris 'May Night'<br>May Night Salvia              | -          | #1 CONT. | 18" O.C. |            |

**CODED LANDSCAPE NOTES**

- 1. TURF AREA - SOD OR SEED PER OWNER DIRECTION
- 2. LANDSCAPE BED - PROVIDE 3" DEPTH HARDWOOD MULCH, POSITIVE DRAINAGE IN ALL DIRECTIONS. HAND SPADE EDGE.

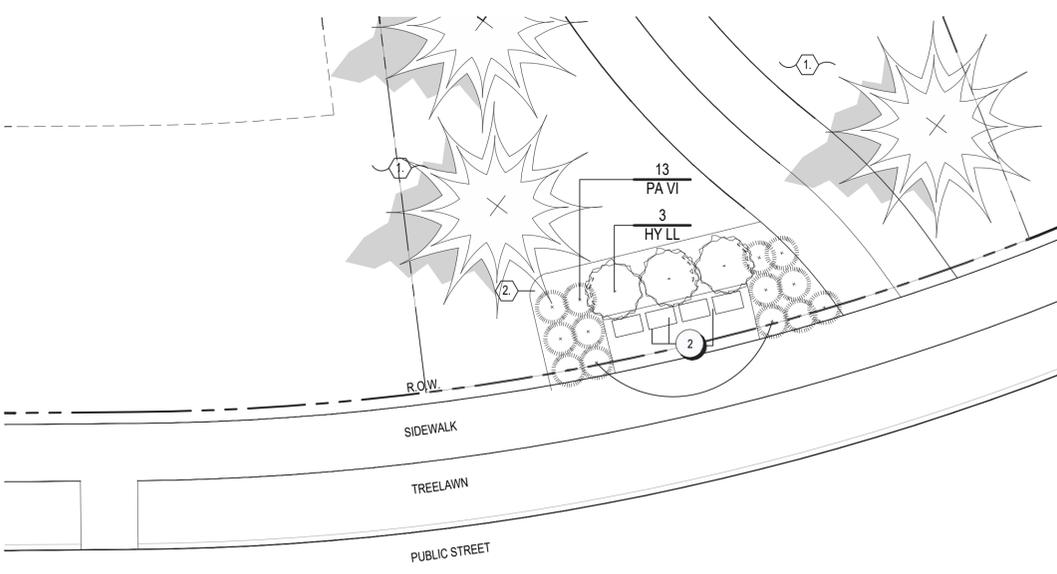
**PLAN HATCH KEY**

| SYMBOL | ITEM             | NOTES |
|--------|------------------|-------|
| 3      | LOW-MOW SEED MIX |       |

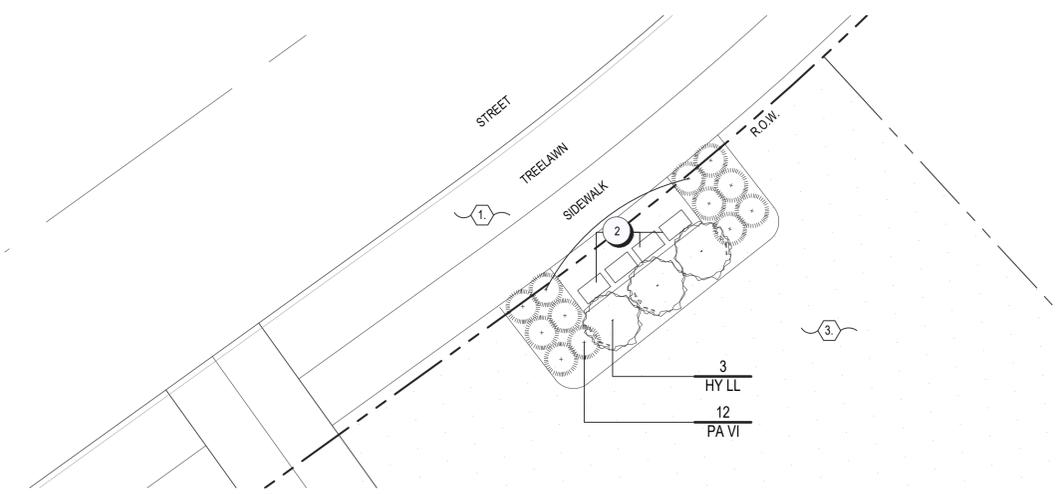
**CODED LAYOUT AND MATERIAL NOTES**

| KEY | ITEM                       | NOTES                                         |
|-----|----------------------------|-----------------------------------------------|
| 1   | ENTRY SIGNAGE              | SEE DETAIL A, EXHIBIT E4 FOR MORE INFORMATION |
| 3   | 10' ASPHALT MULTI USE PATH |                                               |





**A** NORTH CBU ENLARGEMENT PLAN  
0' 8' 24'



**B** SOUTH CBU ENLARGEMENT PLAN  
0' 8' 24'

**PLANT LIST**

| CODE                                       | BOT. NAME/COMMON NAME                                   | SIZE       | COND.    | SPACING  | NOTES |
|--------------------------------------------|---------------------------------------------------------|------------|----------|----------|-------|
| <b>DECIDUOUS SHRUBS</b>                    |                                                         |            |          |          |       |
| HY LL                                      | Hydrangea paniculata 'Limelight'<br>Limelight Hydrangea | 18-20" HT. | #5 CONT. | AS SHOWN |       |
| <b>PERENNIALS GROUNDCOVERS AND GRASSES</b> |                                                         |            |          |          |       |
| PA VI                                      | Panicum viratum 'Northwind'<br>Northwind Switchgrass    | -          | #1 CONT. | AS SHOWN |       |

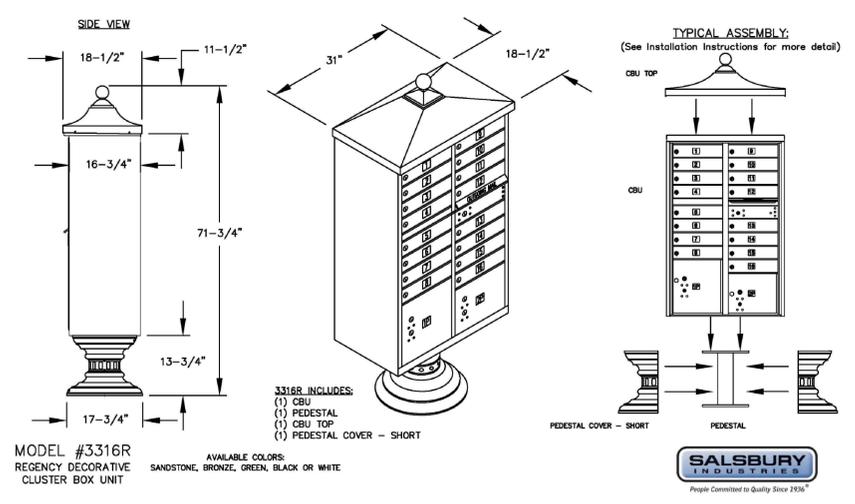
- CODED LANDSCAPE NOTES**
- 1 TURF AREA - SOD OR SEED PER OWNER DIRECTION
  - 2 LANDSCAPE BED - PROVIDE 3" DEPTH HARDWOOD MULCH, POSITIVE DRAINAGE IN ALL DIRECTIONS. HAND SPADE EDGE.

**PLAN HATCH KEY**

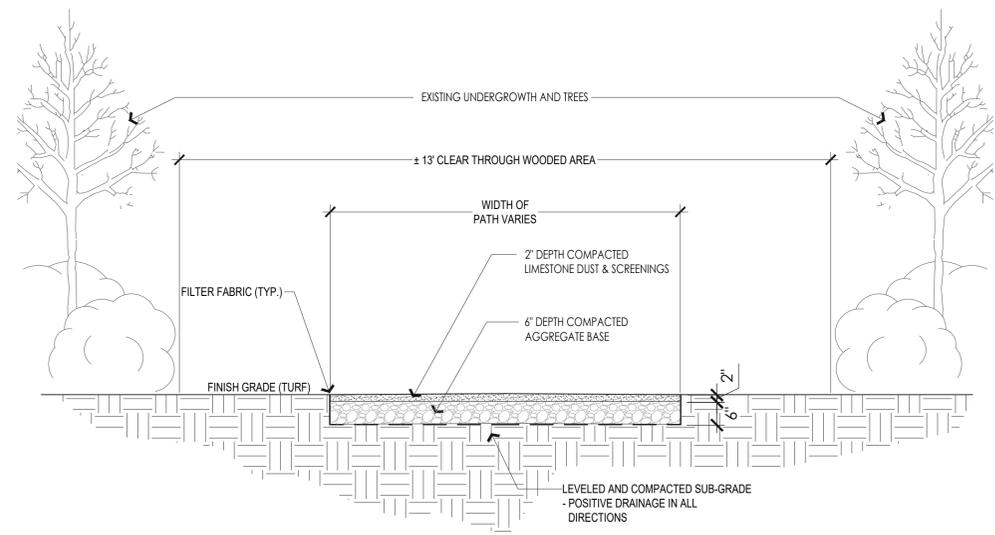
| SYMBOL | ITEM             | NOTES |
|--------|------------------|-------|
| 3      | LOW-MOW SEED MIX |       |

**CODED LAYOUT AND MATERIAL NOTES**

| KEY | ITEM | NOTES                                         |
|-----|------|-----------------------------------------------|
| 2   | CBU  | SEE DETAIL C, EXHIBIT E3 FOR MORE INFORMATION |



**C** TYPICAL CLUSTER BOX UNIT  
SCALE: 1/2" = 1'-0"

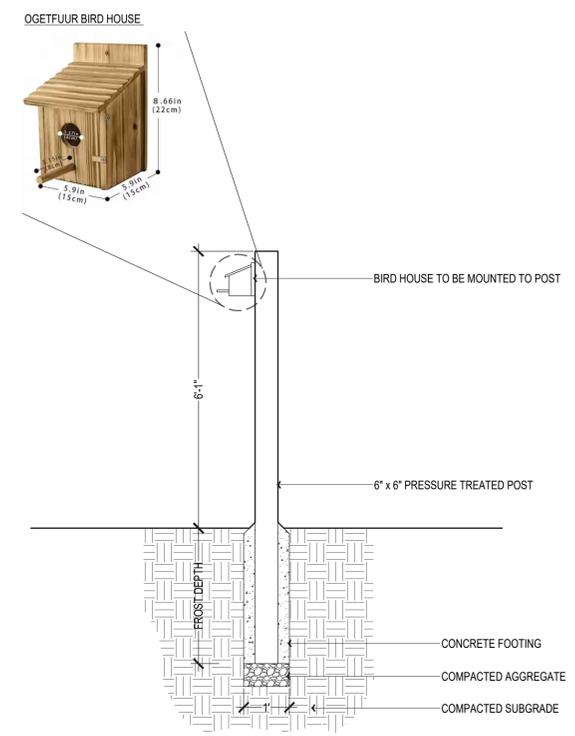


**D** LIMESTONE SCREENINGS PATH  
SCALE: 1/2" = 1'-0"



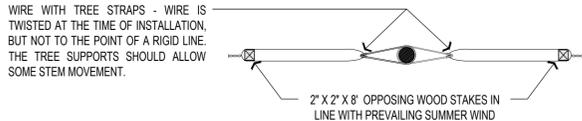
PRODUCT INFO: 6' STELLA ALUMINUM BENCH (BLACK), OR OWNER APPROVED EQUAL

**E** BENCH  
SCALE: NTS



**F** WOOD BIRD HOUSE  
SCALE: 1/2" = 1'-0"

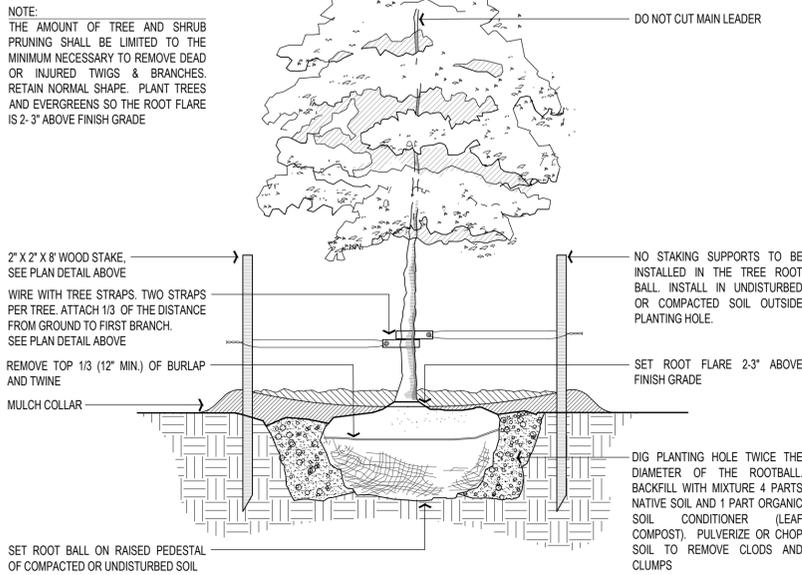




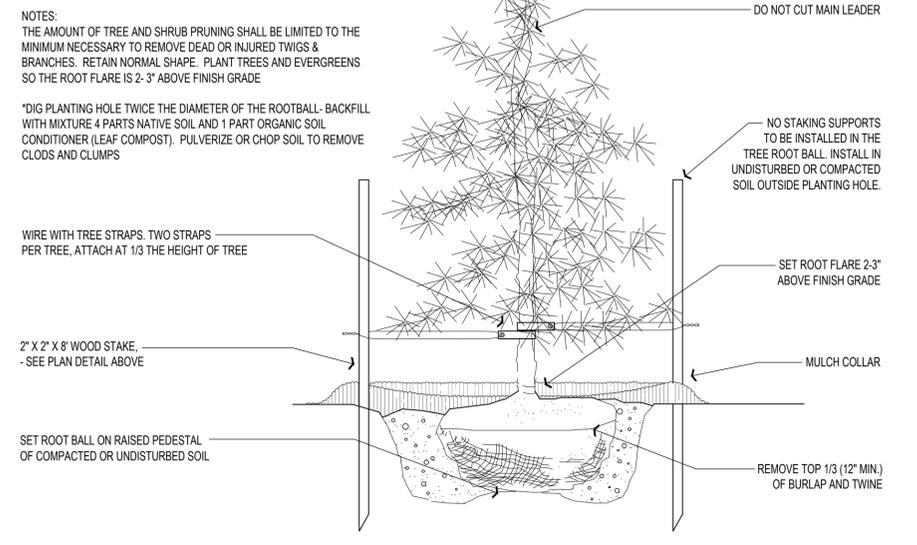
STAKING PLAN DETAIL



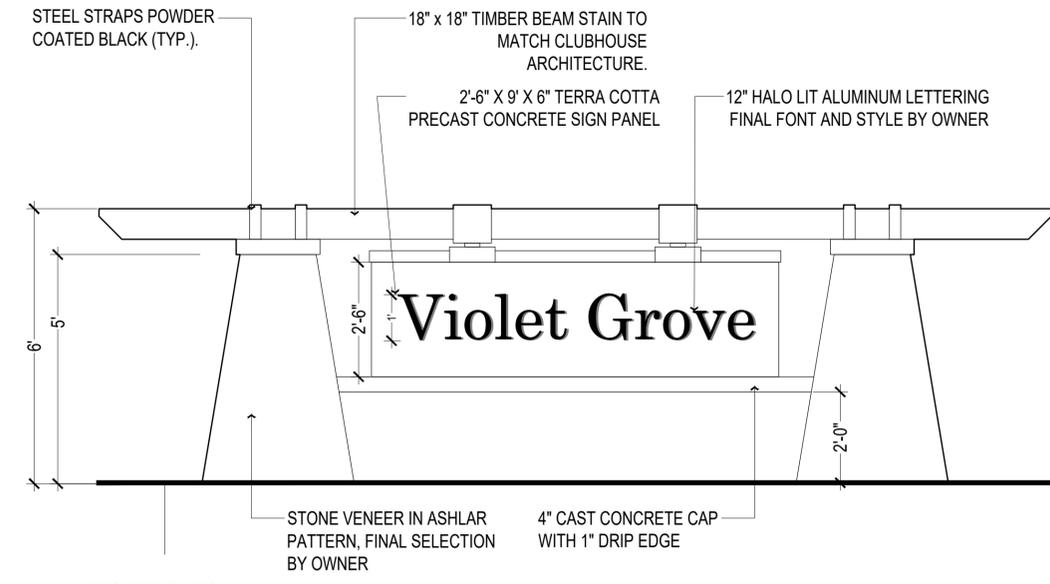
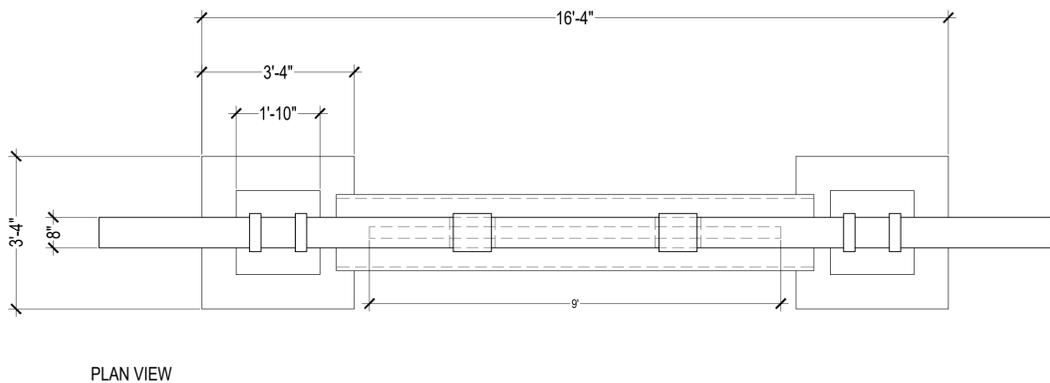
STAKING PLAN DETAIL



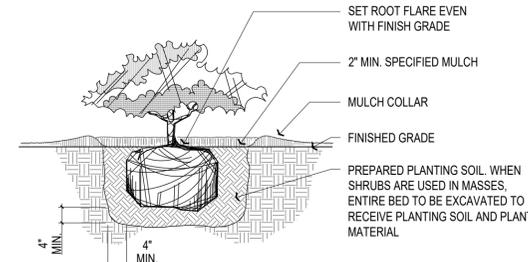
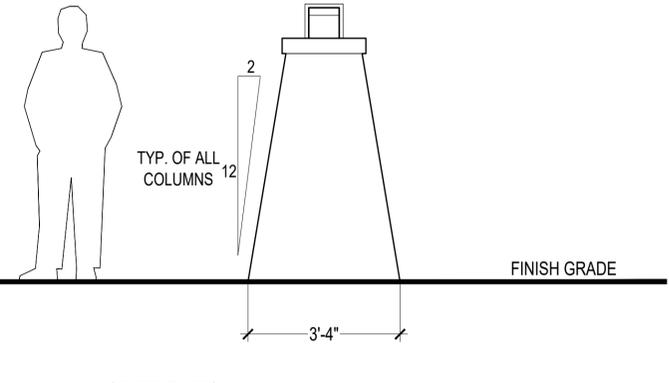
C DECIDUOUS TREE  
SCALE: 1" = 1'-0"



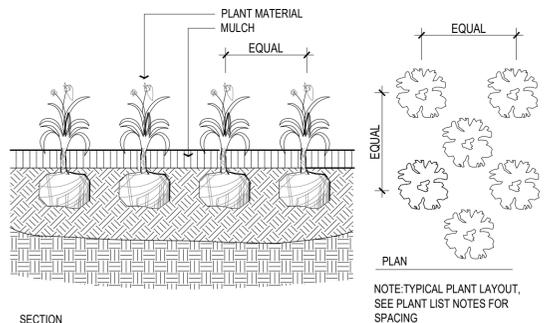
D EVERGREEN TREE  
SCALE: 1" = 1'-0"



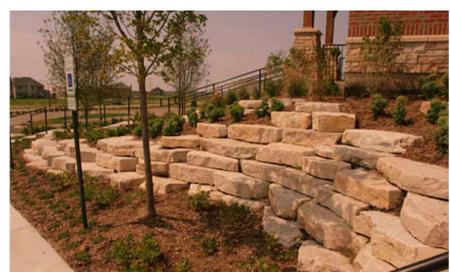
A ENTRY SIGN  
SCALE: 1/2" = 1'-0"



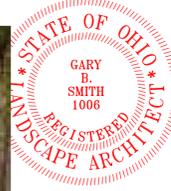
E SHRUB  
SCALE: 1/2" = 1'-0"



F PERENNIALS & GROUNDCOVER  
SCALE: 1" = 1'-0"



B SALT CREEK BUFF STONE  
SCALE: NTS



4) CARDNO SWALE SEED MIX ATTRIBUTES

| COMMON NAME                    | POUNDS PER ACRE | COMMON NAME            | POUNDS PER ACRE |
|--------------------------------|-----------------|------------------------|-----------------|
| BIG BLUESTEM                   | 4 LBS           | SPOTTED JOE PYE WEED   | 1 LBS           |
| CRESTED OVAL SEDGE             | 5 LBS           | MARSH BLAZING STAR     | 1 LBS           |
| BOTTLEBRUSH SEDGE              | 3 LBS           | COMMON WATER HOREHOUND | 5 LBS           |
| COMMON FOX SEDGE               | 3 LBS           | MONKEY FLOWER          | 5 LBS           |
| BROWN FOX SEDGE                | 6 LBS           | DITCH STONECROP        | 1 LBS           |
| CANADA WILD RYE                | 16 LBS          | COMMON MOUNTAIN MINT   | 5 LBS           |
| VIRGINIA WILD RYE              | 16 LBS          | SWEET BLACK EYED SUSAN | 1 LBS           |
| COMMON RUSH                    | 1 LBS           | BROWN EYED SUSAN       | 1 LBS           |
| SWITCH GRASS                   | 3 LBS           | WILD SENNA             | 1 LBS           |
| DARK GREEN RUSH                | 2 LBS           | NEW ENGLAND ASTER      | 5 LBS           |
| WOOL GRASS                     | 5 LBS           | BLUE VERVAIN           | 1.5 LBS         |
| PRAIRIE CORD GRASS             | 3 LBS           | GOLDEN ALEXANDERS      | 2 LBS           |
| COMMON OAT                     | 512 LBS         |                        |                 |
| COMMON WATER PLANTAIN          | 1 LBS           |                        |                 |
| SWAMP MILKWEED                 | 3 LBS           |                        |                 |
| TALL COREOPSIS                 | 1 LBS           |                        |                 |
| COMMON GRASS LEAVED GOLDEN ROD | .5 LBS          |                        |                 |

5) CARDNO ECONOMY PRAIRIE SEED MIX ATTRIBUTES

| COMMON NAME                    | POUNDS PER ACRE | COMMON NAME       | POUNDS PER ACRE |
|--------------------------------|-----------------|-------------------|-----------------|
| BIG BLUESTEM                   | 12 LBS          | BLACK EYED SUSAN  | 8 LBS           |
| SIDE OATS GRAMA                | 16 LBS          | SHOWY GOLDENROD   | 5 LBS           |
| PRAIRIE SEDGE SPECIES          | 3 LBS           | SMOOTH BLUE ASTER | 1 LBS           |
| CANADA WILD RYE                | 24 LBS          | NEW ENGLAND ASTER | 5 LBS           |
| SWITCHGRASS                    | 2.5 LBS         |                   |                 |
| LITTLE BLUESTEM                | 32 LBS          |                   |                 |
| INDIAN GRASS                   | 12 LBS          |                   |                 |
| COMMON OAT                     | 512 LBS         |                   |                 |
| COMMON MILKWEED                | 3 LBS           |                   |                 |
| BUTTERFLY WEED                 | 1 LBS           |                   |                 |
| PARTRIDGE PEA                  | 10 LBS          |                   |                 |
| SAND COREOPSIS                 | 6 LBS           |                   |                 |
| BROAD LEAVED PURPLE CONEFLOWER | 8 LBS           |                   |                 |
| FLASE SUNFLOWER                | .5 LBS          |                   |                 |
| WILD BERGAMOT                  | .5 LBS          |                   |                 |
| FOXGLOVE BEARD TONGUE          | .5 LBS          |                   |                 |
| YELLOW CONEFLOWER              | 4 LBS           |                   |                 |

6) CARDNO NATIVE WILDFLOWER SEED MIX ATTRIBUTES

| COMMON NAME                    | POUNDS PER ACRE |
|--------------------------------|-----------------|
| COMMON MILKWEED                | 4 LBS           |
| PARTRIDGE PEA                  | 16 LBS          |
| SAND COREOPSIS                 | 8 LBS           |
| ILLINOIS SENSITIVE PLANT       | 12 LBS          |
| BROAD LEAVED PURPLE CONEFLOWER | 12 LBS          |
| WILD LUPINE                    | 4 LBS           |
| WILD BERGAMOT                  | 1.5 LBS         |
| FOXGLOVE BEARDTONGUE           | 1 LBS           |
| YELLOW CONEFLOWER              | 4 LBS           |
| BLACK EYED SUSAN               | 10 LBS          |
| SHOWY GOLDENROD                | 5 LBS           |
| SMOOTH BLUE ASTER              | 1 LBS           |

A SEED MIX CHARACTER IMAGE AND ATTRIBUTE BOARD





**TREE PRESERVATION KEY**

- EXISTING TREE INDEX NUMBER\* #
- EXISTING TREE TO BE REMOVED #
- EXISTING TREE TO BE PRESERVED #

\*SEE EXHIBIT F2 FOR EXISTING TREE INDEX





**TREE# D.B.H. SPECIES CONDITION STATUS**

| TREE# | D.B.H. | SPECIES    | CONDITION | STATUS   |
|-------|--------|------------|-----------|----------|
| 1     | 16     | HACKBERRY  | FAIR      | PRESERVE |
| 2     | 6      | ELM        | GOOD      | PRESERVE |
| 3     | 26     | OAK        | FAIR      | PRESERVE |
| 4     | 15     | PEAR       | FAIR      | PRESERVE |
| 5     | 32     | MAPLE      | FAIR      | PRESERVE |
| 6     | 8      | APPLE      | FAIR      | PRESERVE |
| 7     | 37     | COTTONWOOD | GOOD      | REMOVE   |
| 8     | 22     | ELM        | FAIR      | PRESERVE |
| 9     | 11     | ELM        | FAIR      | PRESERVE |
| 10    | 16     | MAPLE      | FAIR      | PRESERVE |
| 11    | 6      | MAPLE      | FAIR      | PRESERVE |
| 12    | 11     | MAPLE      | FAIR      | PRESERVE |
| 13    | 17     | MAPLE      | FAIR      | PRESERVE |
| 14    | 36     | COTTONWOOD | GOOD      | PRESERVE |
| 15    | 8      | BOXELDER   | FAIR      | PRESERVE |
| 16    | 9      | ELM        | FAIR      | REMOVE   |
| 17    | 9      | ELM        | FAIR      | REMOVE   |
| 18    | 16     | ELM        | FAIR      | REMOVE   |
| 19    | 8      | ELM        | FAIR      | REMOVE   |
| 20    | 25     | ELM        | FAIR      | REMOVE   |
| 21    | 6      | BOXELDER   | FAIR      | PRESERVE |
| 22    | 25     | MAPLE      | GOOD      | PRESERVE |
| 23    | 13     | BOXELDER   | GOOD      | PRESERVE |
| 24    | 17     | ELM        | FAIR      | PRESERVE |
| 25    | 8      | WALNUT     | FAIR      | REMOVE   |
| 26    | 8      | OAK        | FAIR      | REMOVE   |
| 27    | 12     | MAPLE      | FAIR      | REMOVE   |
| 28    | 14     | MAPLE      | FAIR      | REMOVE   |
| 29    | 28     | COTTONWOOD | GOOD      | PRESERVE |
| 30    | 15     | ELM        | FAIR      | PRESERVE |
| 31    | 10     | BOXELDER   | POOR      | REMOVE   |
| 32    | 6      | OAK        | GOOD      | REMOVE   |
| 33    | 10     | ELM        | FAIR      | REMOVE   |
| 34    | 7      | ELM        | FAIR      | REMOVE   |
| 35    | 16     | MAPLE      | FAIR      | PRESERVE |
| 36    | 8      | CHERRY     | FAIR      | PRESERVE |
| 37    | 13     | OAK        | GOOD      | PRESERVE |
| 38    | 21     | MAPLE      | FAIR      | PRESERVE |
| 39    | 35     | OAK        | GOOD      | PRESERVE |
| 40    | 28     | COTTONWOOD | FAIR      | PRESERVE |
| 41    | 17     | MAPLE      | FAIR      | PRESERVE |
| 42    | 21     | OAK        | GOOD      | PRESERVE |
| 43    | 29     | OAK        | GOOD      | PRESERVE |
| 44    | 8      | OAK        | GOOD      | PRESERVE |
| 45    | 55     | OAK        | GOOD      | PRESERVE |
| 48    | 8      | BOXELDER   | FAIR      | PRESERVE |

**TREE# D.B.H. SPECIES CONDITION STATUS**

| TREE# | D.B.H. | SPECIES    | CONDITION | STATUS   |
|-------|--------|------------|-----------|----------|
| 49    | 36     | CATALPA    | FAIR      | PRESERVE |
| 50    | 10     | ELM        | FAIR      | REMOVE   |
| 51    | 11     | ELM        | FAIR      | PRESERVE |
| 52    | 7      | ELM        | FAIR      | PRESERVE |
| 53    | 6      | CATALPA    | FAIR      | REMOVE   |
| 54    | 35     | COTTONWOOD | FAIR      | PRESERVE |
| 55    | 7      | APPLE      | FAIR      | REMOVE   |
| 56    | 9      | ASH        | FAIR      | REMOVE   |
| 57    | 10     | APPLE      | FAIR      | REMOVE   |
| 58    | 32     | OAK        | GOOD      | REMOVE   |
| 59    | 25     | OAK        | GOOD      | PRESERVE |
| 60    | 10     | APPLE      | GOOD      | PRESERVE |
| 61    | 7      | CHERRY     | POOR      | PRESERVE |
| 62    | 11     | TREE       | FAIR      | PRESERVE |
| 63    | 31     | MAPLE      | GOOD      | PRESERVE |
| 64    | 8      | ELM        | FAIR      | PRESERVE |
| 65    | 28     | OAK        | GOOD      | PRESERVE |
| 66    | 32     | MAPLE      | GOOD      | PRESERVE |
| 67    | 12     | MAPLE      | GOOD      | PRESERVE |
| 68    | 14     | BIRCH      | GOOD      | PRESERVE |
| 69    | 18     | BIRCH      | GOOD      | PRESERVE |
| 70    | 17     | CHERRY     | GOOD      | PRESERVE |
| 71    | 16     | CHERRY     | GOOD      | PRESERVE |
| 72    | 14     | ASH        | FAIR      | PRESERVE |
| 73    | 29     | OAK        | GOOD      | PRESERVE |
| 74    | 32     | OAK        | GOOD      | PRESERVE |
| 75    | 31     | MAPLE      | GOOD      | PRESERVE |
| 76    | 31     | OAK        | GOOD      | PRESERVE |
| 77    | 27     | OAK        | GOOD      | PRESERVE |
| 78    | 16     | SYCAMORE   | GOOD      | PRESERVE |
| 79    | 25     | OAK        | GOOD      | PRESERVE |
| 80    | 25     | OAK        | GOOD      | PRESERVE |
| 81    | 29     | OAK        | GOOD      | PRESERVE |
| 82    | 36     | OAK        | GOOD      | PRESERVE |
| 83    | 47     | OAK        | GOOD      | PRESERVE |
| 84    | 7      | OAK        | GOOD      | PRESERVE |
| 85    | 16     | OAK        | GOOD      | PRESERVE |
| 86    | 18     | OAK        | GOOD      | PRESERVE |
| 87    | 8      | PEAR       | FAIR      | PRESERVE |
| 88    | 10     | ELM        | FAIR      | PRESERVE |
| 89    | 7      | ELM        | FAIR      | PRESERVE |
| 90    | 6      | OAK        | FAIR      | PRESERVE |
| 91    | 31     | OAK        | FAIR      | PRESERVE |

**TREE# D.B.H. SPECIES CONDITION STATUS**

| TREE# | D.B.H. | SPECIES   | CONDITION | STATUS   |
|-------|--------|-----------|-----------|----------|
| 92    | 12     | PINE      | FAIR      | PRESERVE |
| 93    | 31     | OAK       | FAIR      | PRESERVE |
| 94    | 29     | OAK       | FAIR      | PRESERVE |
| 95    | 9      | OAK       | POOR      | PRESERVE |
| 96    | 27     | MAPLE     | FAIR      | PRESERVE |
| 97    | 15     | HACKBERRY | FAIR      | PRESERVE |
| 98    | 15     | WALNUT    | FAIR      | PRESERVE |
| 99    | 28     | OAK       | FAIR      | PRESERVE |
| 100   | 26     | WALNUT    | FAIR      | PRESERVE |
| 101   | 12     | WALNUT    | FAIR      | PRESERVE |
| 102   | 12     | WALNUT    | FAIR      | PRESERVE |
| 103   | 24     | MAPLE     | GOOD      | PRESERVE |
| 104   | 67     | MULBERRY  | FAIR      | PRESERVE |
| 105   | 26     | OAK       | GOOD      | PRESERVE |
| 106   | 13     | MAPLE     | GOOD      | PRESERVE |
| 107   | 24     | OAK       | GOOD      | PRESERVE |
| 108   | 12     | WALNUT    | FAIR      | PRESERVE |
| 109   | 7      | OAK       | FAIR      | PRESERVE |
| 110   | 13     | WALNUT    | FAIR      | PRESERVE |
| 111   | 7      | OAK       | FAIR      | PRESERVE |
| 112   | 6      | OAK       | FAIR      | PRESERVE |
| 113   | 7      | WALNUT    | FAIR      | PRESERVE |
| 114   | 11     | MAPLE     | GOOD      | PRESERVE |
| 115   | 7      | MAPLE     | GOOD      | PRESERVE |
| 116   | 8      | MAPLE     | FAIR      | PRESERVE |
| 117   | 24     | LOCUST    | FAIR      | PRESERVE |
| 118   | 11     | LOCUST    | FAIR      | PRESERVE |
| 119   | 6      | OAK       | FAIR      | PRESERVE |
| 120   | 7      | MULBERRY  | FAIR      | PRESERVE |
| 121   | 14     | MULBERRY  | FAIR      | PRESERVE |
| 122   | 5      | WALNUT    | FAIR      | PRESERVE |
| 123   | 7      | OAK       | FAIR      | PRESERVE |
| 124   | 8      | OAK       | FAIR      | PRESERVE |
| 125   | 39     | OAK       | FAIR      | PRESERVE |
| 126   | 43     | OAK       | FAIR      | PRESERVE |
| 127   | 51     | OAK       | FAIR      | PRESERVE |

Exhibit F2: Existing Tree Index





Exhibit G1: Graphic Display Plan Key



ENTRY SIGN ELEVATION



ENTRY SIGN APPROACH FROM WEST



ENTRY SIGN APPROACH FROM EAST



CENTRAL FRONTAGE VIEW



WESTERN FRONTAGE VIEW

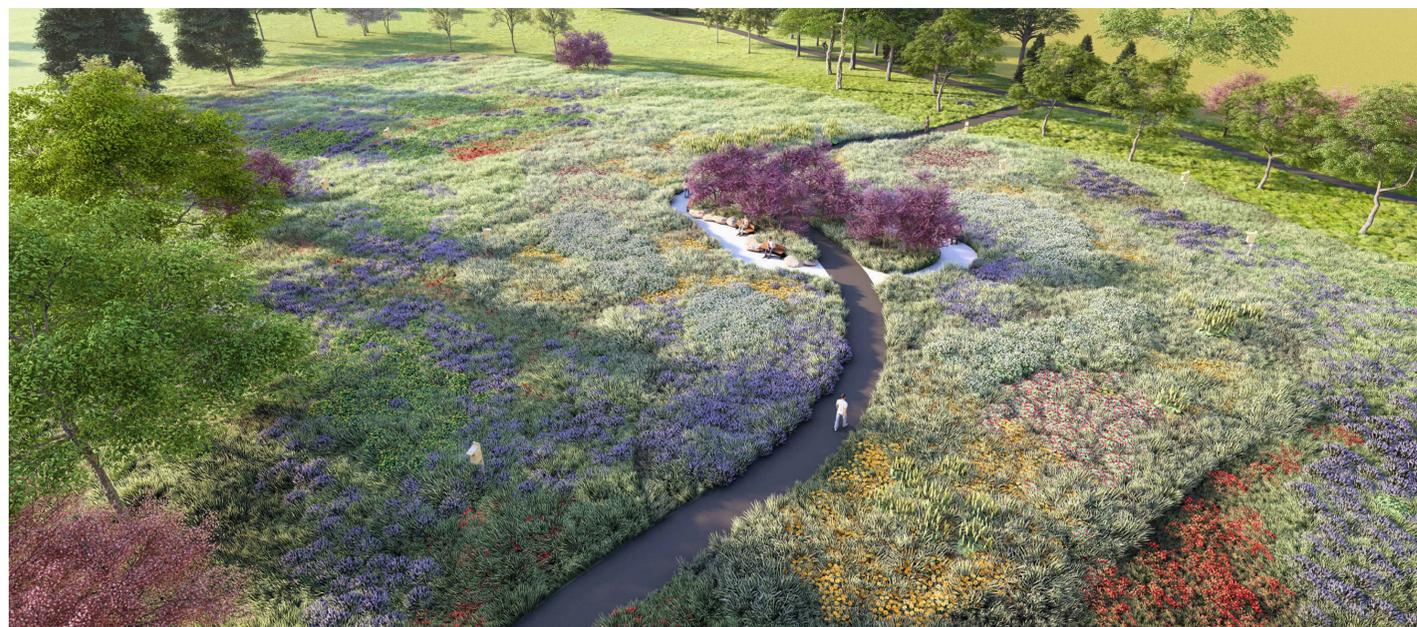


EASTERN FRONTAGE VIEW

Exhibit G3: Graphic Frontage Display



OPEN SPACE VIEW NORTH



OPEN SPACE VIEW SOUTH



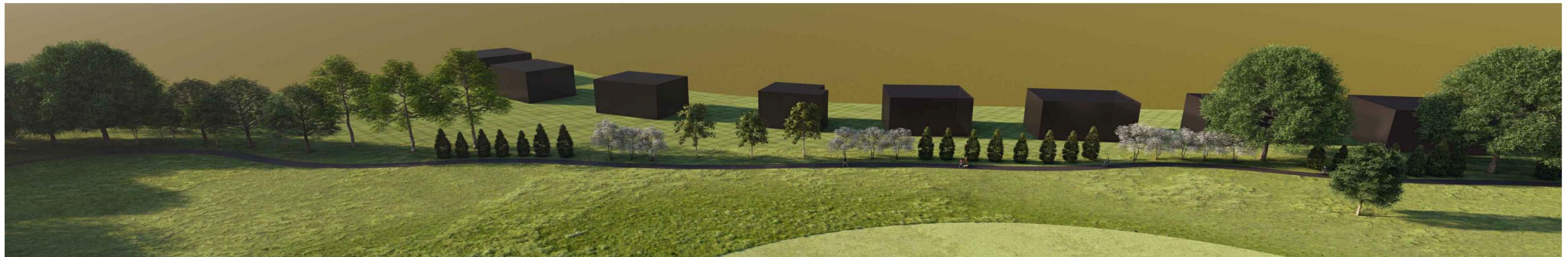
OPEN SPACE GROUND VIEW



BUFFER VIEW A



BUFFER VIEW B



BUFFER VIEW C

Exhibit G5: Graphic Buffer Display

TAB 7  
ARCHITECTURE EXHIBITS

# ELEVATION OPTIONS



# the aspen II

ELEVATION A



SHOWN WITH BRICK OPTION A

ELEVATION B



SHOWN WITH BRICK OPTION A

ELEVATION C



SHOWN WITH BRICK OPTION A

ELEVATION D



SHOWN WITH BRICK OPTION A



ELEVATION E



SHOWN WITH BRICK OPTION A

2,176+ sq.ft.  
2 STORY  
4 BEDROOMS  
2.5 BATHS  
2 CAR GARAGE



REV. 3/2024

YOUR**ARBOR**HOME.COM

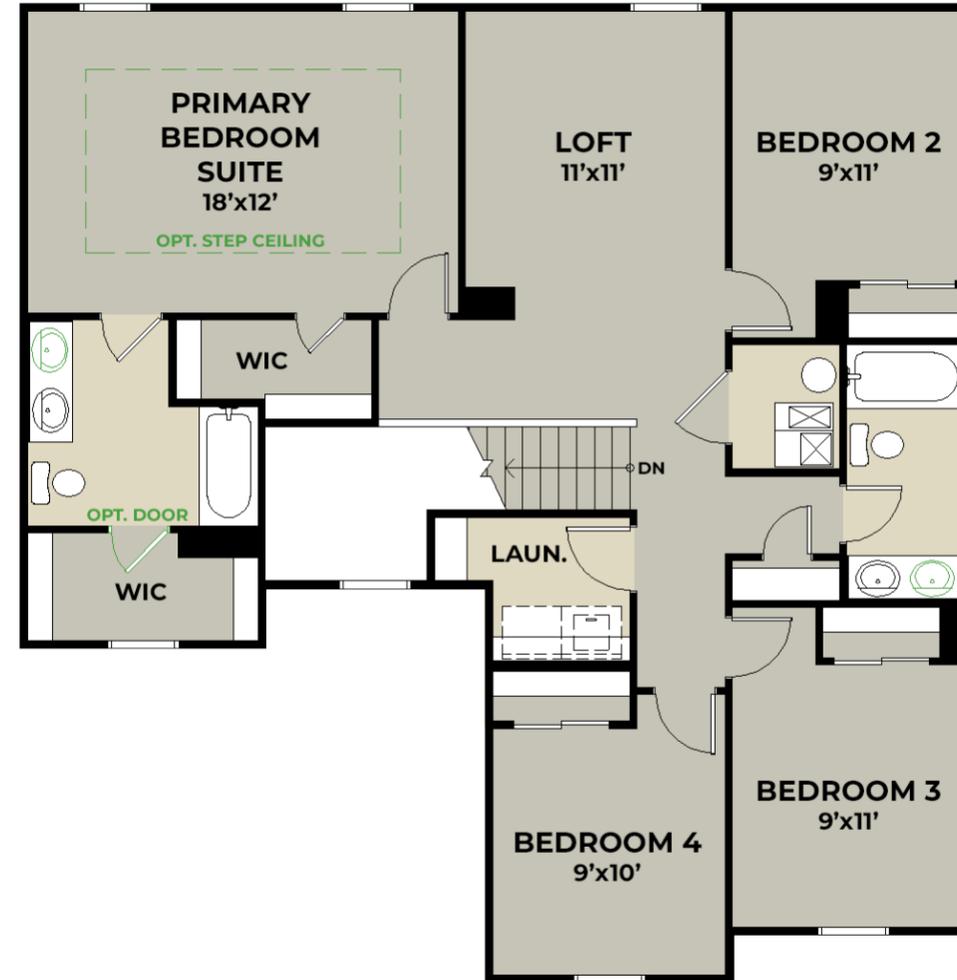
Exhibit 'H1'



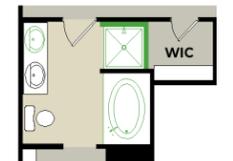
# FIRST FLOOR



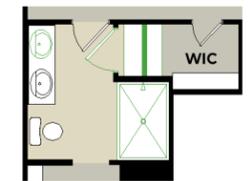
# SECOND FLOOR



**OPTIONAL BEDROOM 5 IN PLACE OF LOFT**



**OPTIONAL DELUXE BATH**



**OPTIONAL TILE SHOWER**

\*Basement Option Brochure Available.  
Please see Community Sales Manager for details.



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Exhibit 'H2'



# ELEVATION OPTIONS



# the bradford

ELEVATION A



SHOWN WITH BRICK OPTION A

ELEVATION B



SHOWN WITH BRICK OPTION A

ELEVATION C



SHOWN WITH BRICK OPTION A

ELEVATION D



SHOWN WITH BRICK OPTION A



ELEVATION E



SHOWN WITH BRICK OPTION A

1,611+ sq.ft.  
RANCH  
3 BEDROOMS  
2 BATHS  
2 CAR GARAGE



REV. 3/2024

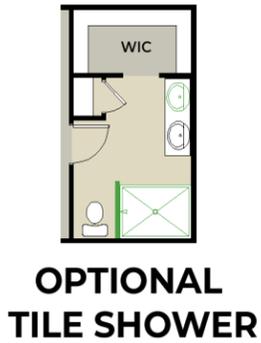
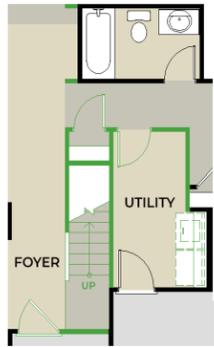
YOUR**ARBOR**HOME.COM

Exhibit 'H3'

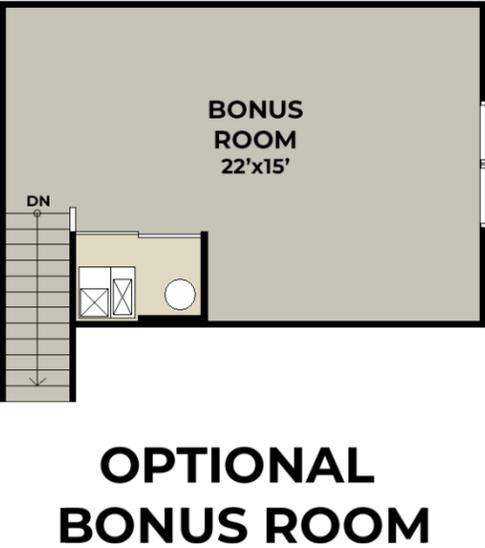


# FIRST FLOOR

## AVAILABLE OPTIONS



# SECOND FLOOR



\*Basement Option Brochure Available. Please see Community Sales Manager for details.



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Exhibit 'H4'



# ELEVATION OPTIONS



# the chestnut

ELEVATION A



SHOWN WITH BRICK OPTION A

ELEVATION B



SHOWN WITH BRICK OPTION A

ELEVATION C



SHOWN WITH BRICK OPTION A

ELEVATION D



SHOWN WITH BRICK OPTION A



ELEVATION E



SHOWN WITH BRICK OPTION A

1,801+ sq.ft.  
RANCH  
3 BEDROOMS  
2 BATHS  
2 CAR GARAGE



REV. 10/2023

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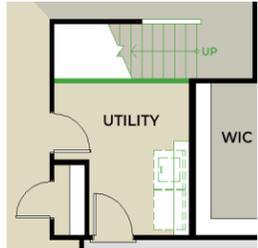
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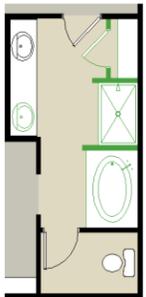
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# SECOND FLOOR

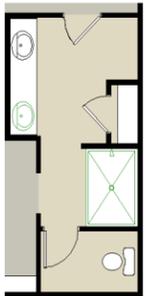
## AVAILABLE OPTIONS



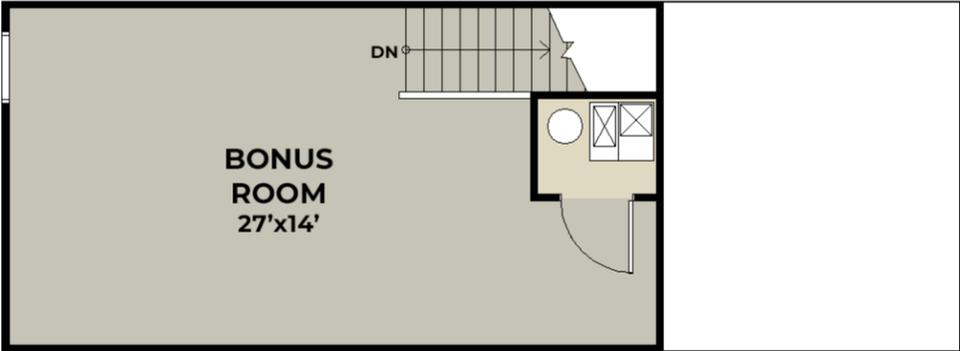
**FIRST FLOOR W/ OPTIONAL BONUS ROOM**



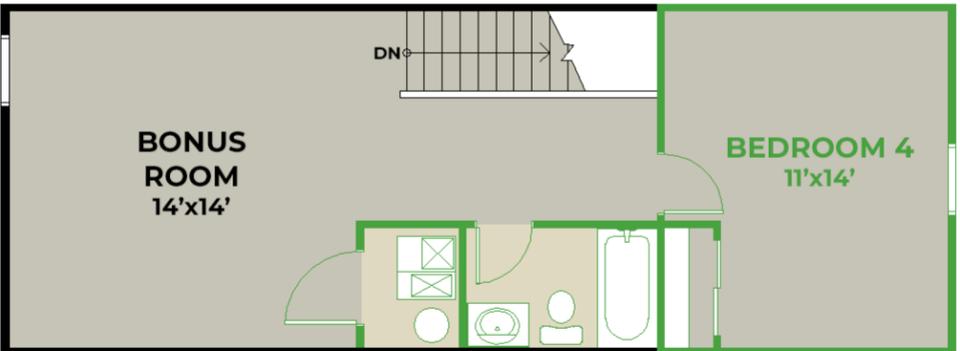
**OPTIONAL DELUXE BATH**



**OPTIONAL TILE SHOWER**



**OPTIONAL BONUS ROOM**



**OPTIONAL BONUS ROOM W/ OPTIONAL BEDROOM & BATH**

\*Basement Option Brochure Available. Please see Community Sales Manager for details.



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Exhibit 'H6'



# ELEVATION OPTIONS



# the cooper

ELEVATION A



SHOWN WITH BRICK OPTION A

ELEVATION B



SHOWN WITH BRICK OPTION A

ELEVATION C



SHOWN WITH BRICK OPTION A

ELEVATION D



SHOWN WITH BRICK OPTION A



ELEVATION E



SHOWN WITH BRICK OPTION A

2,813+ sq.ft.  
2 STORY  
4 BEDROOMS  
2.5 BATHS  
2 CAR GARAGE



REV. 3/2024

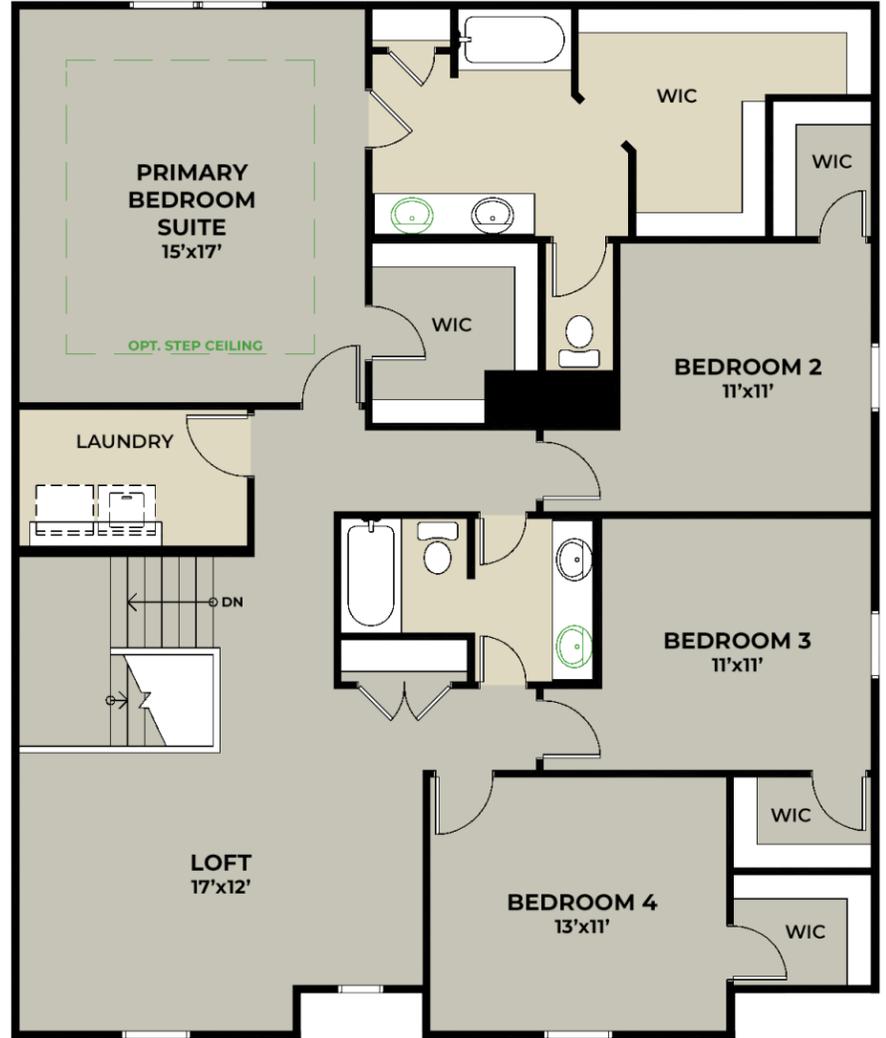
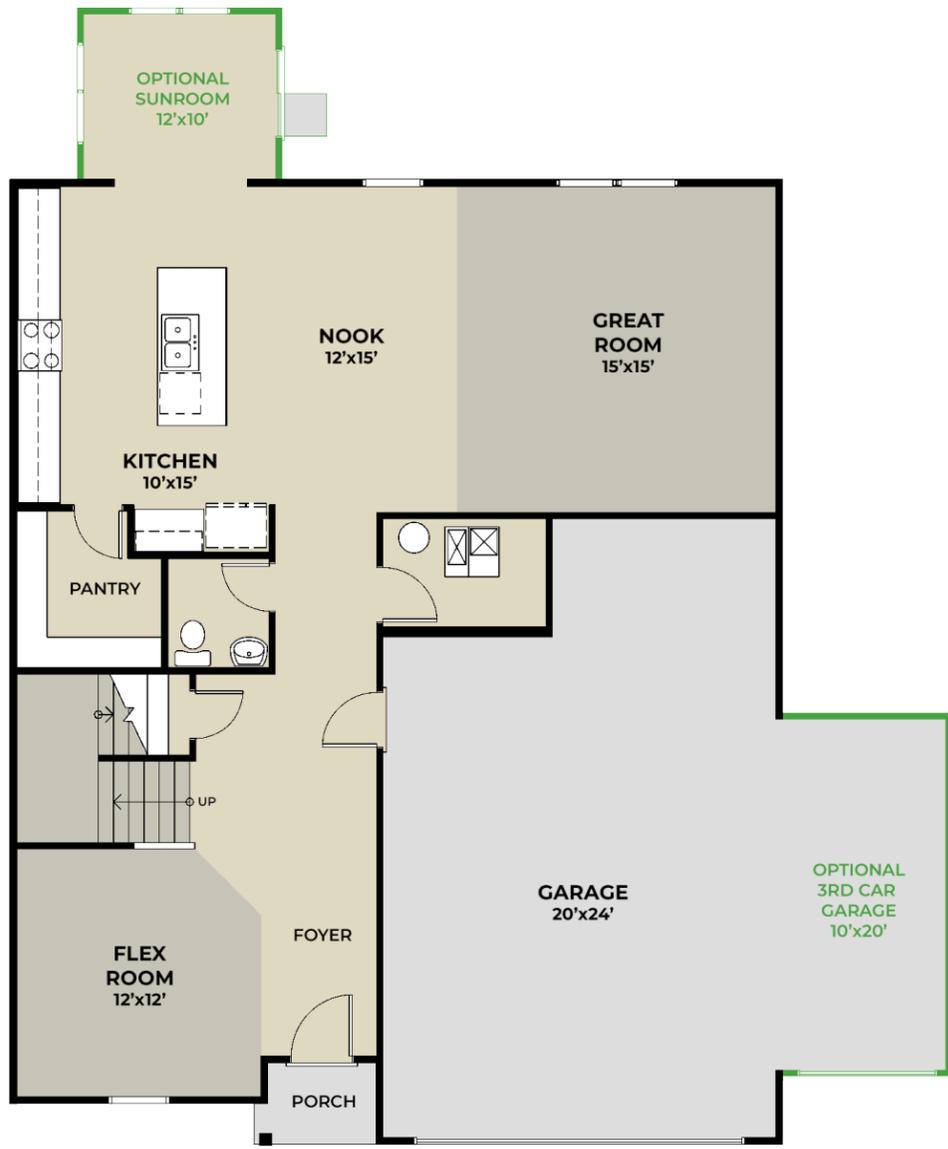
YOUR**ARBOR**HOME.COM

Exhibit 'H7'



# FIRST FLOOR

# SECOND FLOOR



\*Basement Option Brochure Available.  
Please see Community Sales Manager for details.



Exhibit 'H8'



# ELEVATION OPTIONS



# the cottonwood

CRAFTSMAN



TRADITIONAL



TUDOR



ELEVATION A



ELEVATION A



SHOWN WITH BRICK OPTION B

ELEVATION B



ELEVATION B



SHOWN WITH BRICK OPTION B



2,324+ sq.ft.  
2 STORY  
3 BEDROOMS  
2.5 BATHS  
2 CAR GARAGE



REV. 3/2023

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Exhibit 'H9'

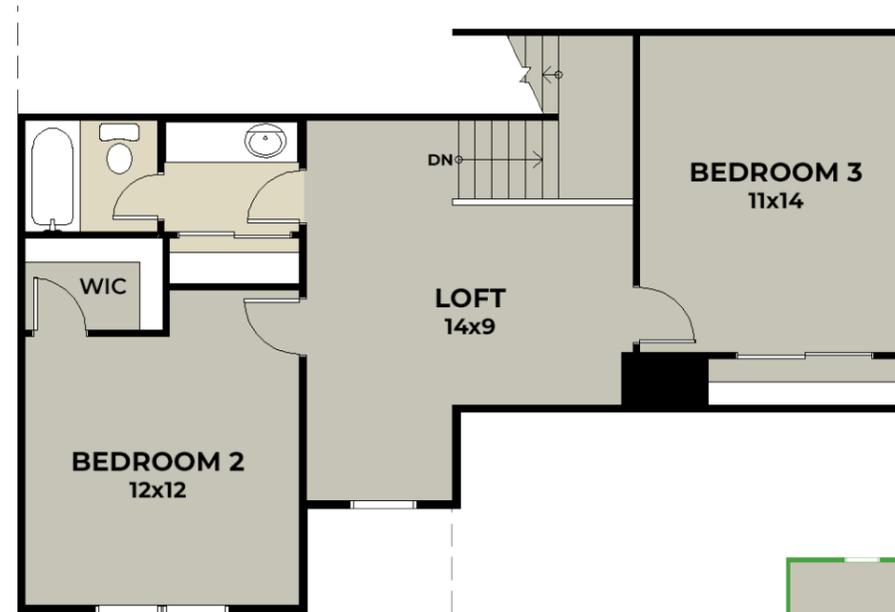


# FIRST FLOOR



# SECOND FLOOR

## AVAILABLE OPTIONS



\*Basement Option Brochure Available.  
Please see Community Sales Manager for details.

# ELEVATION OPTIONS



# the ashton

ELEVATION A



ELEVATION A



SHOWN WITH BRICK OPTION A

ELEVATION B



ELEVATION B



SHOWN WITH BRICK OPTION B

ELEVATION C



ELEVATION C



SHOWN WITH BRICK OPTION C



1,356+ sq.ft.  
RANCH  
3 BEDROOMS  
2 BATHS  
2 CAR GARAGE



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Exhibit 'H11'



# FIRST FLOOR



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# ELEVATION OPTIONS



# the empress

CRAFTSMAN



TRADITIONAL



TUDOR



ELEVATION A



ELEVATION A



SHOWN WITH BRICK OPTION A

ELEVATION B



ELEVATION B



SHOWN WITH BRICK OPTION B

ELEVATION C



ELEVATION C



SHOWN WITH BRICK OPTION C



3,200+ sq.ft.  
2 STORY  
5 BEDROOMS  
2.5 BATHS  
2 CAR GARAGE



REV. 3/2023

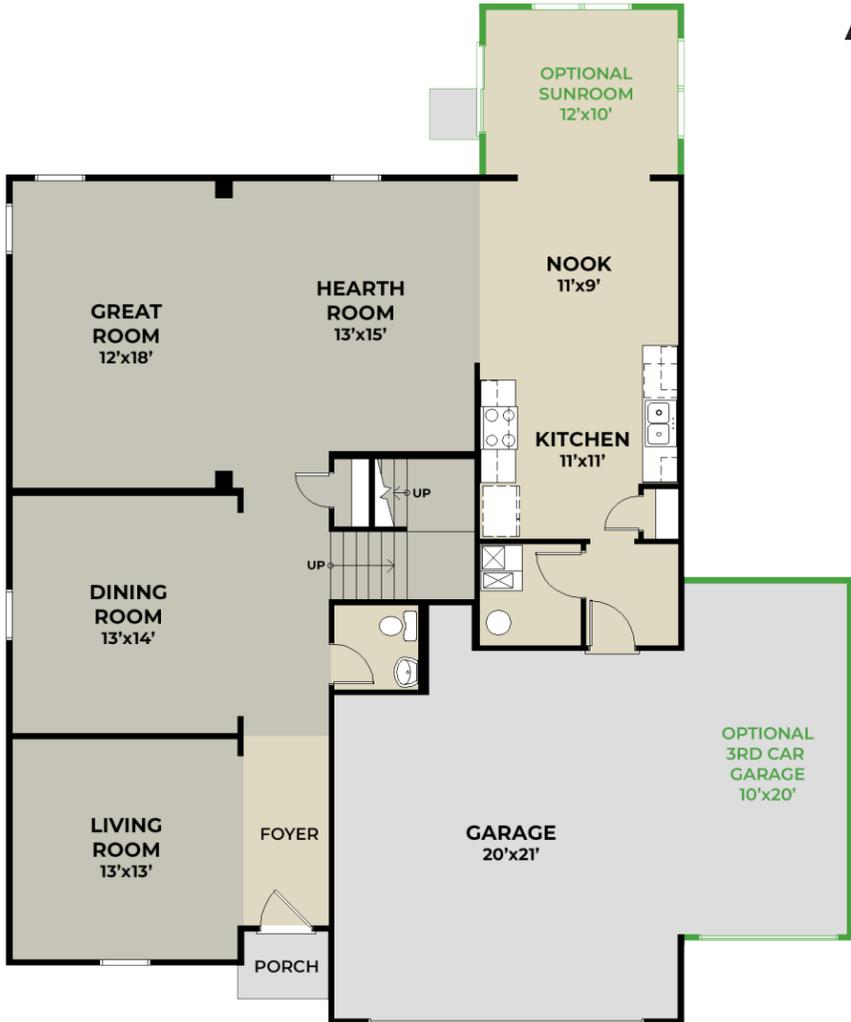
YOUR**ARBOR**HOME.COM

Exhibit 'H13'

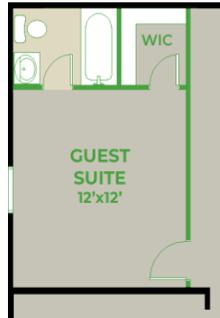


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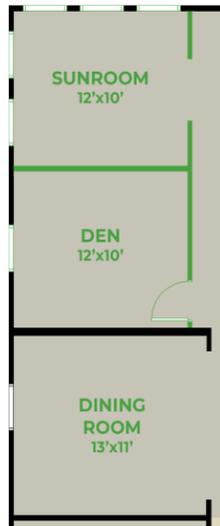
## AVAILABLE OPTIONS



**OPTIONAL BEDROOM**



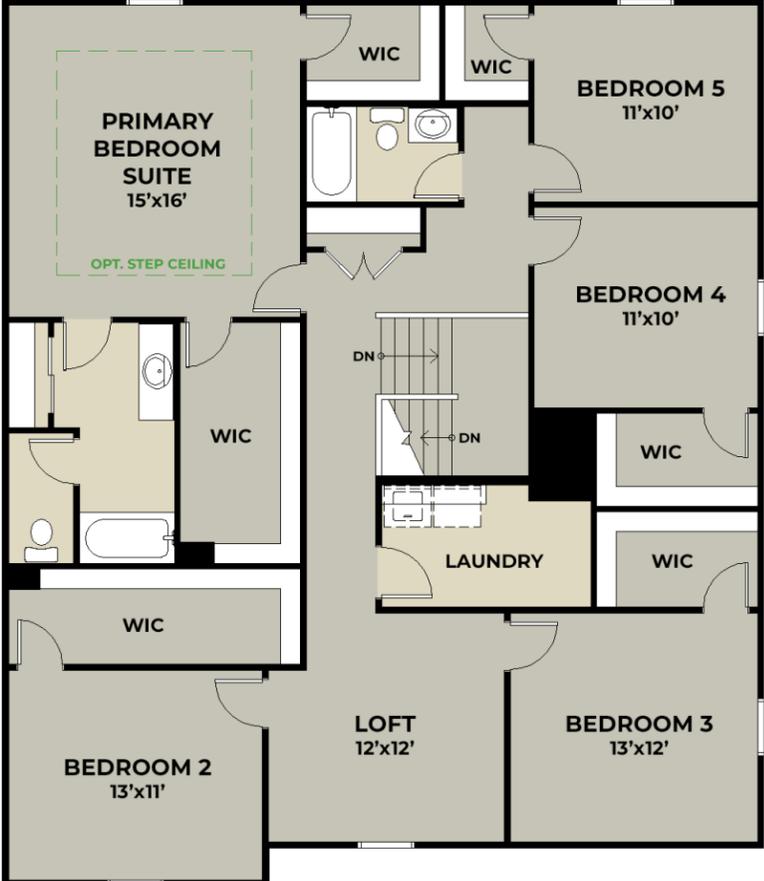
**OPTIONAL GUEST SUITE**



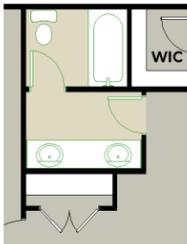
**OPTIONAL SUN ROOM & DEN**

# SECOND FLOOR

## AVAILABLE OPTIONS



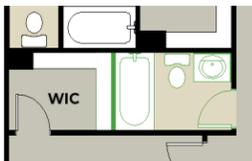
**OPTIONAL ENLARGED BEDROOM 4**



**OPTIONAL ALTERNATE BATH**



**OPTIONAL ENLARGED LOFT**



**OPTIONAL ADDITIONAL HALL BATH**

\*Basement Option Brochure Available. Please see Community Sales Manager for details.



# ELEVATION OPTIONS



# the ironwood

ELEVATION A



SHOWN WITH BRICK OPTION A

ELEVATION B



SHOWN WITH BRICK OPTION B

ELEVATION C



SHOWN WITH BRICK OPTION C

ELEVATION D



SHOWN WITH BRICK OPTION B

ELEVATION E



SHOWN WITH BRICK OPTION B

ELEVATION F



SHOWN WITH BRICK OPTION A



ELEVATION E SHOWN WITH BRICK OPTION A

1,968+ sq.ft.  
2 STORY  
3-4 BEDROOMS  
2.5 BATHS  
2 CAR GARAGE



REV. 1/2023

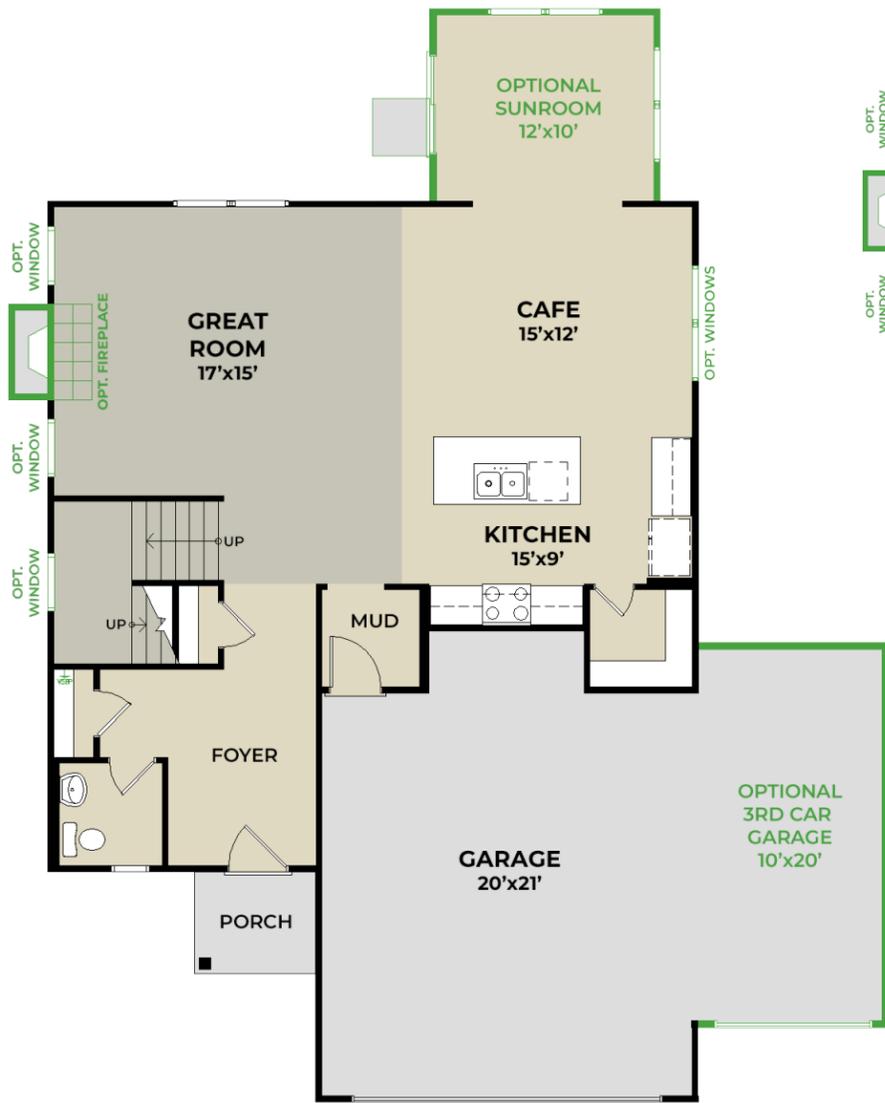
YOUR**ARBOR**HOME.COM

Exhibit 'H15'

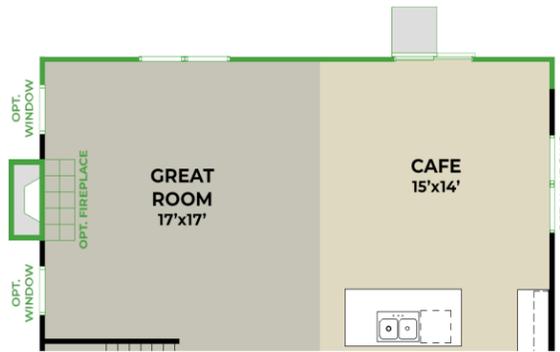


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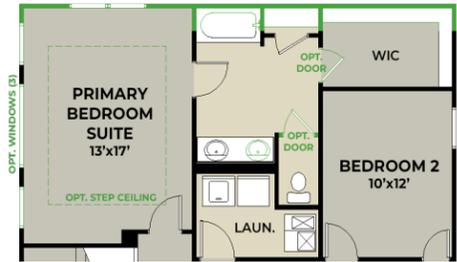
# SECOND FLOOR



## AVAILABLE OPTIONS



**OPTIONAL 2' REAR EXTENSION**

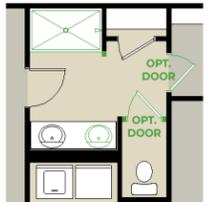


**OPTIONAL 2' REAR EXTENSION**

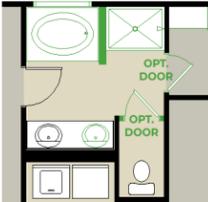
## AVAILABLE OPTIONS



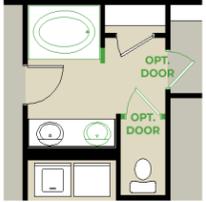
**OPTIONAL BEDROOM 4 IN PLACE OF LOFT**



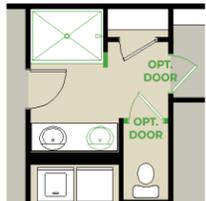
**OPTIONAL 60" SHOWER**



**OPTIONAL DELUXE GARDEN BATH**



**OPTIONAL GARDEN TUB/SHOWER**



**OPTIONAL TILE SHOWER**

\*Basement Option Brochure Available. Please see Community Sales Manager for details.



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# ELEVATION OPTIONS



# the juniper

ELEVATION A



SHOWN WITH BRICK OPTION A

ELEVATION B



SHOWN WITH BRICK OPTION B

ELEVATION C



SHOWN WITH BRICK OPTION C

ELEVATION D



SHOWN WITH BRICK OPTION B

ELEVATION E



SHOWN WITH EXTERIOR PORCH AND BRICK OPTION B

ELEVATION F



SHOWN WITH BRICK OPTION A



ELEVATION E SHOWN WITH BRICK OPTION A

1,760+ sq.ft.  
2 STORY  
3-4 BEDROOMS  
2.5 BATHS  
2 CAR GARAGE



REV. 10/2023

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Exhibit 'H17'

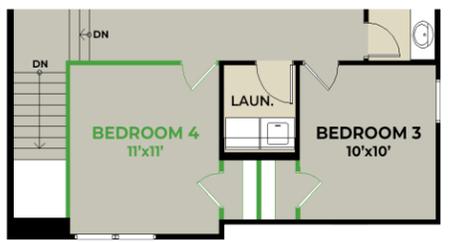
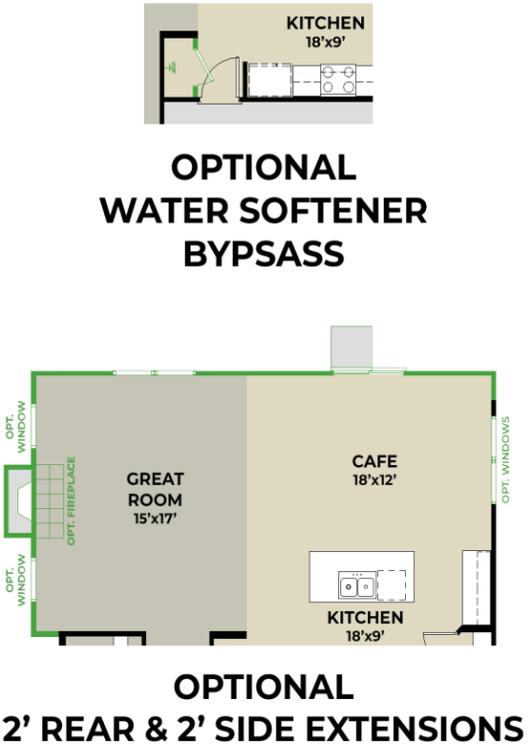


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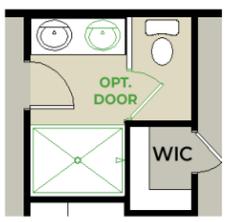
# SECOND FLOOR

## AVAILABLE OPTIONS

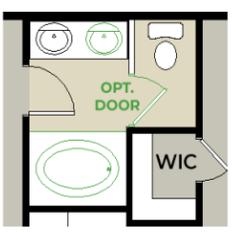
## AVAILABLE OPTIONS



OPTIONAL BEDROOM 4 IN PLACE OF LOFT



OPTIONAL TILE SHOWER



OPTIONAL GARDEN TUB/SHOWER

\*Basement Option Brochure Available. Please see Community Sales Manager for details.



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# ELEVATION OPTIONS



# the norway

ELEVATION A



SHOWN WITH BRICK OPTION A

ELEVATION B



SHOWN WITH BRICK OPTION A

ELEVATION C



SHOWN WITH BRICK OPTION A

ELEVATION D



SHOWN WITH BRICK OPTION A



ELEVATION E



SHOWN WITH BRICK OPTION A

3,029+ sq.ft.  
2 STORY  
5 BEDROOMS  
2.5 BATHS  
2 CAR GARAGE



REV. 3/2024

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Exhibit 'H19'





# ELEVATION OPTIONS



# the palmetto

ELEVATION A



SHOWN WITH BRICK OPTION A

ELEVATION B



SHOWN WITH BRICK OPTION B

ELEVATION C



SHOWN WITH BRICK OPTION C

ELEVATION D



SHOWN WITH EXTERIOR PORCH AND BRICK OPTION B

ELEVATION E



SHOWN WITH BRICK OPTION A

ELEVATION F



SHOWN WITH BRICK OPTION A



ELEVATION E SHOWN WITH BRICK OPTION A

2,581+ sq.ft.  
2 STORY  
4 BEDROOMS  
2.5 BATHS  
2 CAR GARAGE



REV. 2/2023

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Exhibit 'H21'

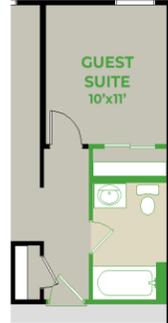
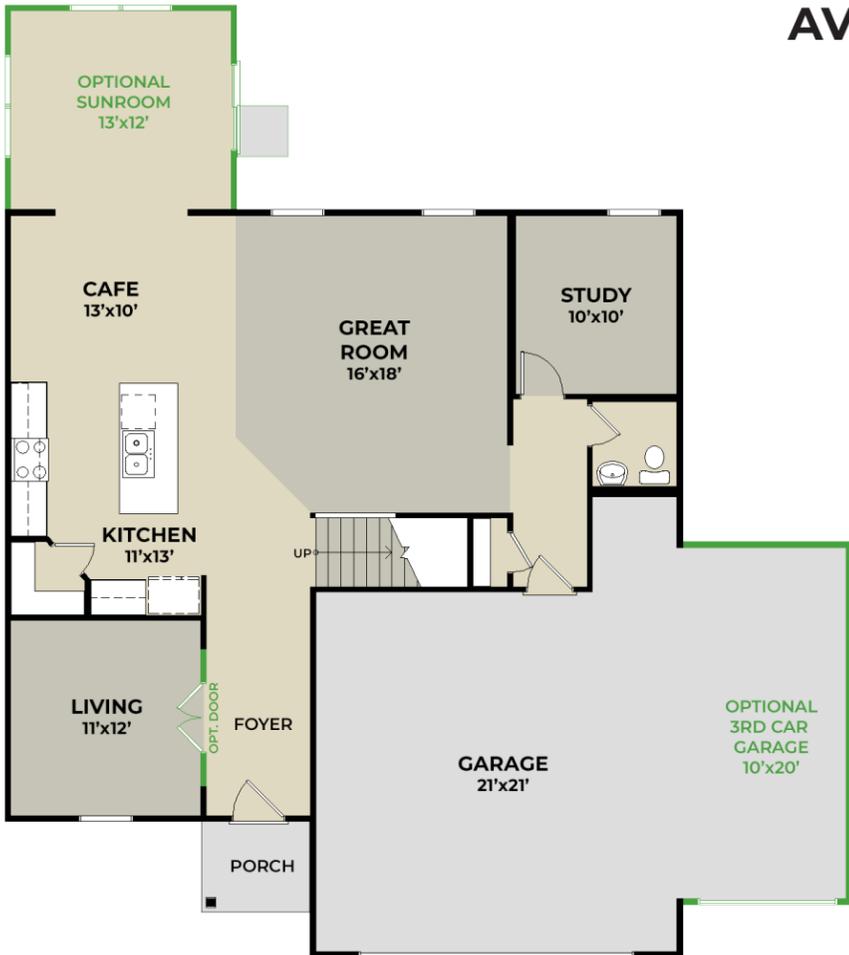


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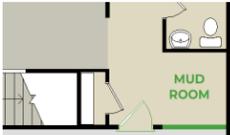
# SECOND FLOOR

## AVAILABLE OPTIONS

## AVAILABLE OPTIONS



**OPTIONAL GUEST SUITE**



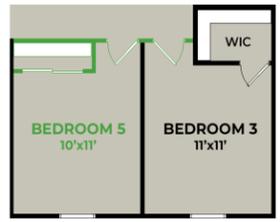
**OPTIONAL MUD ROOM**



**OPTIONAL WATER SOFTENER BYPASS**



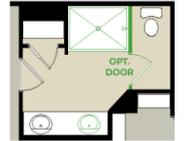
**OPTIONAL 4' GREAT ROOM EXTENSION**



**OPTIONAL BEDROOM 5 IN PLACE OF LOFT**



**OPTIONAL DELUXE BATH**



**OPTIONAL TILE SHOWER W/ OPTIONAL DOOR**

\*Basement Option Brochure Available. Please see Community Sales Manager for details.



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Exhibit 'H22'



# ELEVATION OPTIONS



the spruce

ELEVATION A



SHOWN WITH BRICK OPTION A

ELEVATION B



SHOWN WITH BRICK OPTION A

ELEVATION C



SHOWN WITH BRICK OPTION A

ELEVATION D



SHOWN WITH BRICK OPTION A



ELEVATION E



SHOWN WITH BRICK OPTION A

2,343+ sq.ft.  
2 STORY  
4 BEDROOMS  
2.5 BATHS  
2 CAR GARAGE



REV. 3/2024

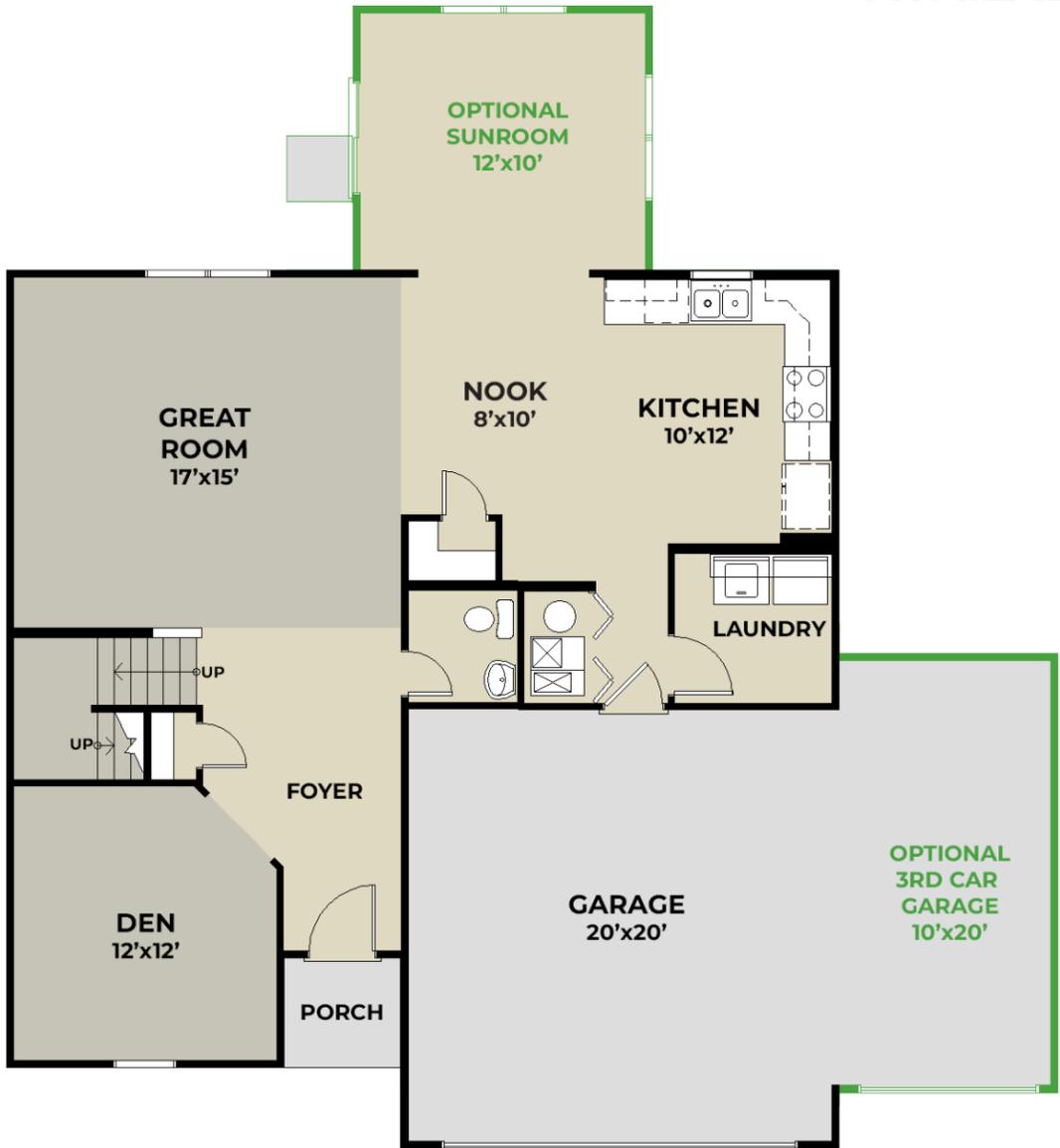
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Exhibit 'H23'



# FIRST FLOOR

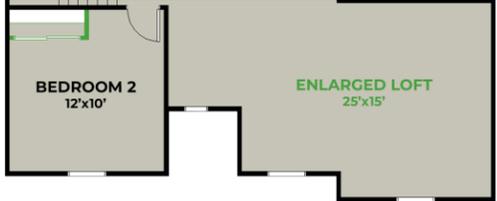
## AVAILABLE OPTIONS



**OPTIONAL BEDROOM**

# SECOND FLOOR

## AVAILABLE OPTIONS



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\*Basement Option Brochure Available.  
Please see Community Sales Manager for details.

Exhibit 'H24'



# ELEVATION OPTIONS



# the walnut

ELEVATION A



ELEVATION A



SHOWN WITH BRICK OPTION B

ELEVATION B



ELEVATION B



SHOWN WITH BRICK OPTION A

ELEVATION C



ELEVATION C



SHOWN WITH BRICK OPTION C



ELEVATION A SHOWN WITH BRICK OPTION A

1,228+ sq.ft.  
RANCH  
3 BEDROOMS  
2 BATHS  
2 CAR GARAGE



REV. 3/2023

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Exhibit 'H25'



# FIRST FLOOR



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TAB 8  
ENGINEERING EXHIBITS





CESO  
WWW.CESOINC.COM

2800 Corporate Exchange Dr., Suite 400  
Columbus, OH 43231  
Phone: 614.794.7080 Fax: 888.208.4826

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ARBOR HOMES LLC.

# DEVELOPMENT PLAN VIOLET GROVE

VIOLET TOWNSHIP, FAIRFIELD COUNTY, OHIO

| Revisions / Submissions |             |      |
|-------------------------|-------------|------|
| ID                      | Description | Date |
|                         |             |      |

Drawing Title:  
**ROADWAY PROFILES**

C:\DCI\ACC\Draws\ARBOR\Stemmen Rd\Project Files\CESO\DCI-CVIL\PLAN\PRELIMINARY\GRADING & UTILITY\PLAN.dwg - 2/10/2026 - Brock, Michaelis

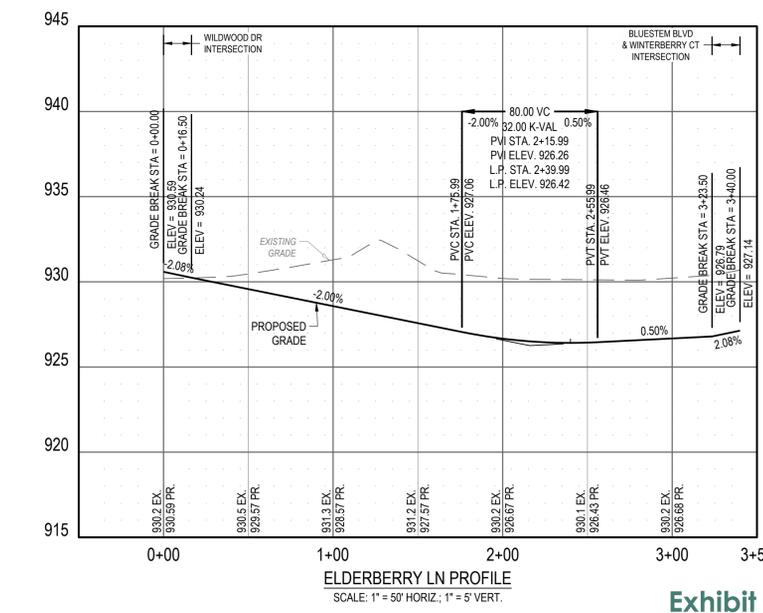
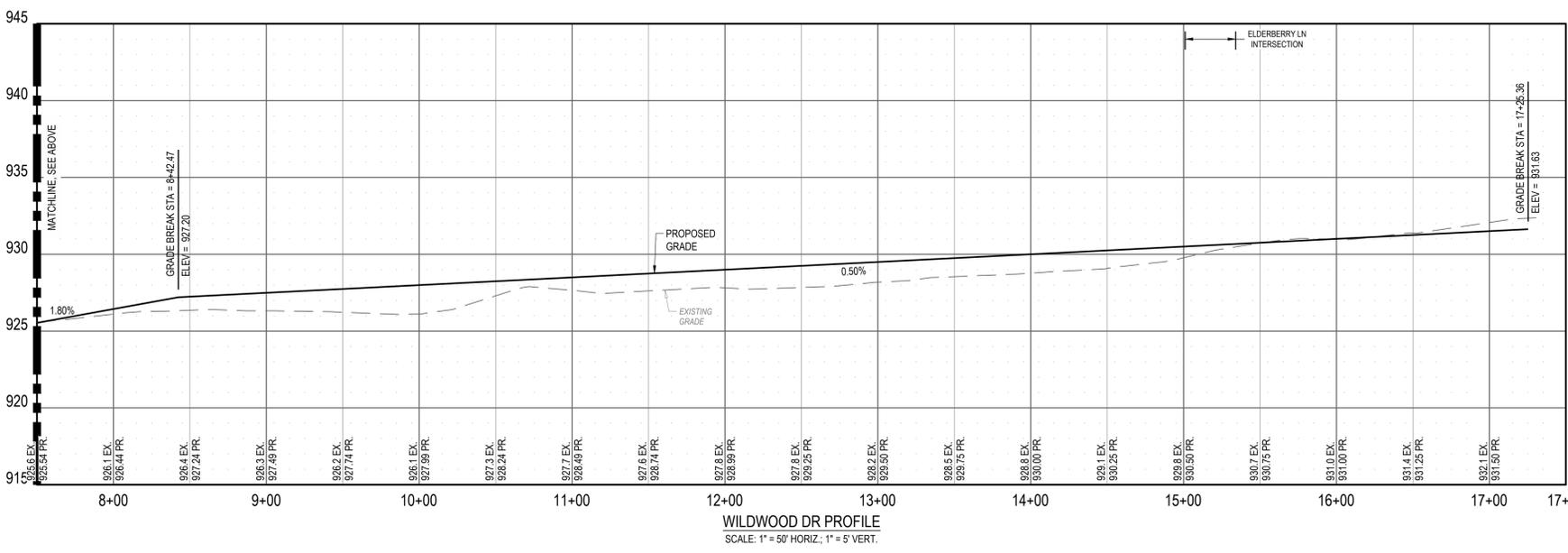
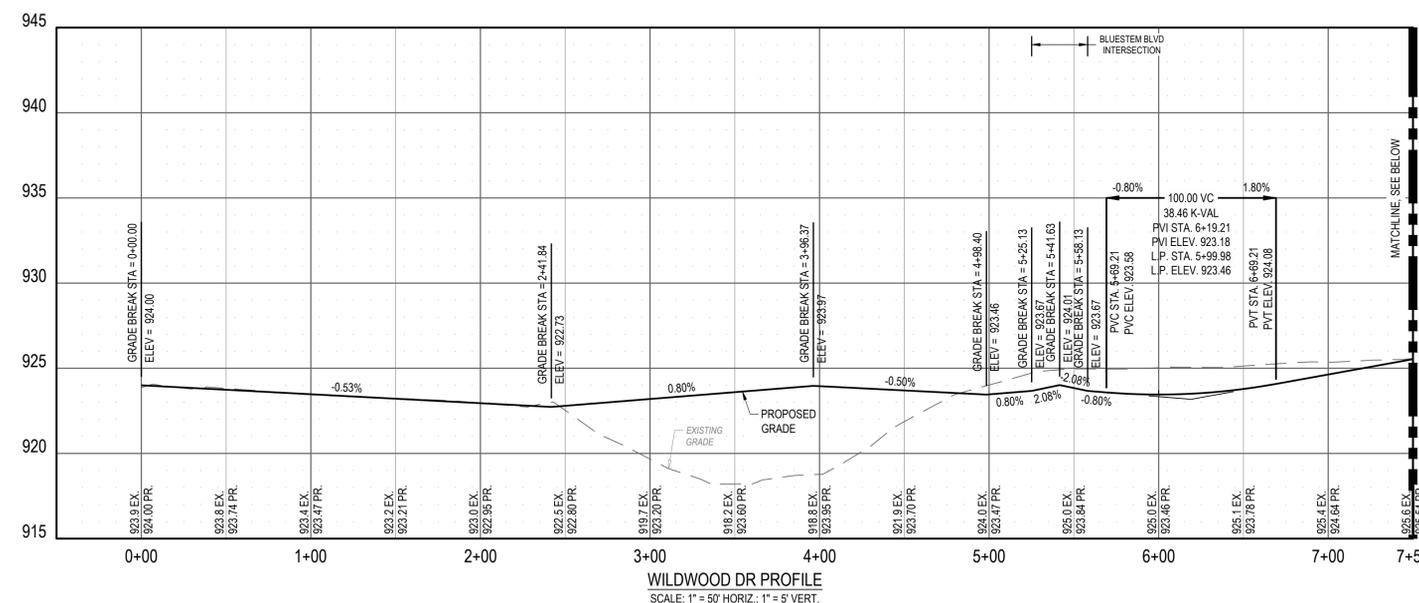
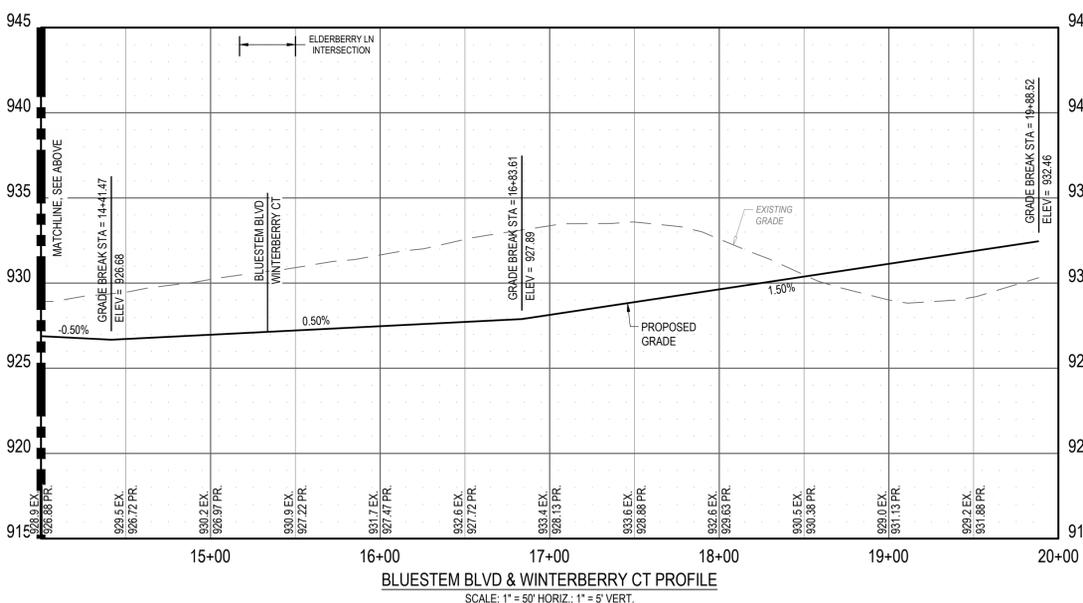
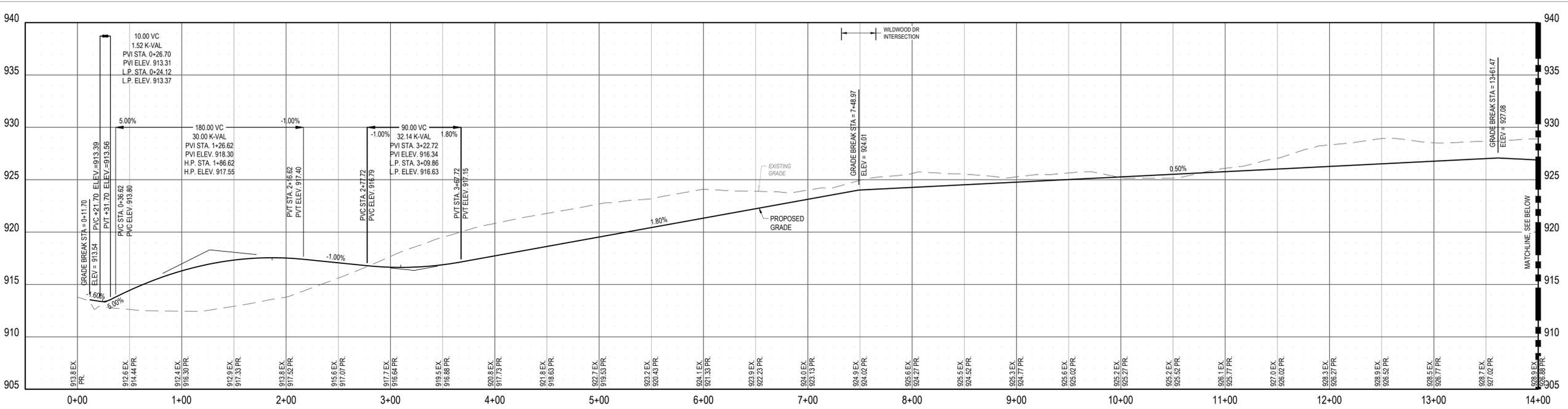


Exhibit 'K'

© 2026 CESO, INC.  
 Project Number: 767320  
 Scale: 1"=100'  
 Drawn By: MMH  
 Checked By: EAC  
 Date: FEBRUARY 2026  
 Issue: PRELIMINARY

TAB 9  
SERVICEABILITY LETTERS

**Stemen Rd – Arbor Homes**  
**43.8± Acre Property**  
**Violet Township,**  
**Ohio Letter of**  
**Engineering**  
**Feasibility**  
**02/03/2026**

The following summary provides a brief overview demonstrating the engineering reasonableness of the proposed provisions for water service, sanitary sewer, underground utilities, and surface drainage for the property associated with this development.

The Stemen Road Development is situated on an approximately 43.8-acre site located along the north side of Stemen Road, just west of Huntington Way, in Violet Township, Fairfield County, Ohio, and within the Community Gathering Place Overlay District. The proposed development consists of a single-family residential subdivision containing 88 lots, including all associated roadways, homes, driveways, walking paths, utilities, and stormwater management systems.

**Sanitary Sewer**

Fairfield County Utilities owns and maintains a wastewater treatment facility located east along Stemen Road, just beyond Huntington Way. Discussions have begun with Fairfield County Utilities to coordinate the extension of a sanitary sewer trunk line from the treatment facility to and through the proposed development. The proposed sanitary sewer trunk line will have sufficient depth and capacity to serve not only the proposed single-family development, but also a larger tributary area northwest of the site.

**Water Service**

Fairfield County Utilities owns and maintains a public 12-inch water main located along the south side of Stemen Road, as shown on record plans and confirmed by field survey. An 8-inch water main extension will connect to the existing 12-inch main and be extended throughout the development to serve each lot.

**Storm Sewer**

The existing site contains two tributary drainage areas, generally divided along the property line between PID 0360003400 and PID 0360004520. The eastern tributary area drains toward a drainage swale that extends from a culvert beneath Stemen Road and continues along the easternmost property line. The western tributary area drains toward a drainage swale originating at a catch basin that conveys flow beneath Stemen Road and extends along the common lot line between PID 0360004520 and PID 0360004500. Both tributary areas ultimately discharge downstream to Sycamore Creek.

The site exhibits approximately 30 feet of total grade relief. Upon completion of construction, drainage patterns will generally follow existing conditions. The project will comply with the Ohio EPA NPDES permit requirements, as well as the design principles and criteria outlined in the Fairfield County Stormwater Design Manual.

**Electric Service**

South Central Power Company currently maintains overhead electric facilities located along both the north and south sides of Stemen Road. These facilities will be utilized to provide electric service to the proposed development.

**Gas Service**

An Energy Cooperative gas main is located along the north side of Stemen Road and is available to potentially serve the proposed development. Although Energy Cooperative facilities exist in the vicinity, additional investigation will be required to confirm available capacity. Upon submittal of the final plans, the Energy Cooperative engineering team will coordinate the design and determine whether any upfront costs or system upgrades will be required from the developer.

**Telecommunications**

Both AT&T and Time Warner Cable have facilities located along the north side of Stemen Road. It is our understanding that either AT&T, Time Warner Cable, or both are capable of providing service to the proposed development. However, as of the date of this letter, no response or confirmation has been received from either AT&T or Time Warner Cable.

Should you have any further questions, please do not hesitate to contact me.

Respectfully,



Jonathan S. Buchanan,  
PE Program Director  
buchanan@cesoinc.com  
(614) 609-4381



**FAIRFIELD COUNTY UTILITIES**

**Tony Vogel**  
Utility Director

TO: Eli Cowan  
FROM: Joshua TC Anders, P.E.  
DATE: February 2, 2026  
SUBJECT: Community Gathering Water and Sewer Service

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Fairfield County Utilities (FCU) has reviewed the Community Gathering Place Water and Sewer Service and have the following comment.

**Sewer**

The proposed site will be serviced by FCU. A sanitary trunk sewer will need to be extended to and through this project site.

**Water**

The proposed site will be serviced by FCU. The water service will extend from the existing 12” water main located on Stemen Roads and need to be extended throughout the project.

If you have any questions, please contact me.

Sincerely,

County Administrator  
**Aundrea N. Cordle**

Joshua Tc Anders, P.E.  
Deputy Director of Utilities

Fairfield County  
Commissioners  
**Steven A. Davis**  
**Jeffrey M. Fix**  
**David L. Levacy**

cc: File

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**Exhibit ‘N’**