

LIBERTY PLACE

Planned Residential District
Liberty Road and Hyatts
Road Liberty Township, Ohio
November 12, 2024



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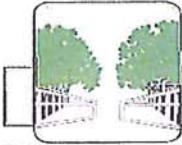
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LIBERTY
TOWNSHIP * FOUNDED 1808

10104 Brewster Lane, Suite 125, Powell, OH 43065
Zoning Office 740-938-2010 Fax 740-938-2001
www.libertytp.org

APPLICATION FOR AMENDMENT OF ZONING MAP
TO
PLANNED RESIDENCE DISTRICT
(PR)

FILE #LTZ-_____ DATE:_____

FEES:_____ RECEIPT # _____

OPTION A OPTION B
(Please check one)

PROPERTY PROPOSED TO
BE REZONED

ADDRESS: 6060 Liberty Rd, Powell 43065

PARCEL ID #s: 31921001001000

TOTAL ACREAGE: 20.05 ACREAGE TO BE REZONED: 20.05

CURRENT ZONING DISTRICT: FR1 PROPOSED ZONING DISTRICT: PR

CURRENT USE: Residential PROPOSED USE: Residential

RANGE: 19 TOWNSHIP: 3 SECTION: 2 FARM LOT(S)#: A

CURRENT PROPERTY
OWNER(S)

NAME: BJ Builder, LLC

ADDRESS: 2490 N High St, Suite 100

CITY/STATE/ZIP: Columbus, OH 43202

TELEPHONE: 614-588-8166

EMAIL ADDRESS: vergeohio@gmail.com

SIGNATURES

The undersigned certifies that this application (both sides) and the attachments thereto contain all information required by the Liberty Township Zoning Resolution, that all information contained herein is true and accurate and is submitted to induce the requested zoning change, and agrees to be bound by the provisions of the Zoning Resolution of Liberty Township, Delaware County, OH. The undersigned also gives Liberty Township permission to place signage on subject property to announce hearings.

PROPERTY OWNER(S):  DATE: 11/07/2024

PROPERTY OWNER(S): _____ DATE: _____

DEVELOPER:  DATE: 11/07/2024

RECEIVED BY: _____ DATE: _____

The Liberty Township Zoning Resolution and Comprehensive Plan are available for review at the Zoning Office or you may download them from the Township's website: www.libertytp.org

Note: The initial application fee covers two (2) Zoning Commission hearings. If additional hearings are requested by the applicant, additional fees will be charged in accordance with the adopted fee schedule, and are payable before the next hearing will be scheduled.

PLEASE COMPLETE BOTH SIDES

SUBMITTAL REQUIREMENTS	<p>Fees AND one(1) completed original application form AND the following arranged into ten (10) packets:</p> <ol style="list-style-type: none"> 1) Legal description of subject property in both text and map form 2) List of all owners of property within, contiguous to, directly across the street from, and within two hundred feet (200') of the perimeter boundaries of such area proposed to be rezoned, and their current mailing addresses. 3) ALL required documents as set forth in Article 10 of the Liberty Township Zoning Resolution as well as the applicable sections in Article 7. 4) All drawings/plans must be measureable to the scale as listed on the document. 5) Any other supporting documentation in regard to this application.
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COMPLIANCE WITH ZONING RESOLUTION AND COMPREHENSIVE PLAN	<p>How do you believe your application meets both the Liberty Township Zoning Resolution (code) and the Comprehensive Plan?</p> <hr/> <p>The property is currently a residential property zoned FR1 and is adjacent to other residential properties zoned both FR1 and PR.</p> <hr/> <hr/> <hr/> <hr/>
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DEVELOPER INFORMATION	<p>NAME: <u>BJ Builder, LLC</u></p> <p>ADDRESS: <u>2490 N High St, Suite 100</u></p> <p>CITY/STATE/ZIP: <u>Columbus, OH 43202</u></p> <p>TELEPHONE: <u>614-588-8166</u></p> <p>EMAIL ADDRESS: <u>vergeohio@gmail.com</u></p>
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CONTACT INFORMATION	<p>The Liberty Township Zoning Secretary will contact you or your designated representative in order to schedule your hearing. Please provide the following information:</p> <p>Contact Person: <u>Vic Chen</u></p> <p>Email Address: <u>viccj@gmail.com</u></p> <p>Telephone: <u>614-588-8166</u></p> <p>Mailing Address: <u>2490 N High St, Suite 100, Columbus, OH 43202</u></p> <hr/>
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Please make sure all requested information is provided. **Incomplete applications will not be accepted.**

PLANNED RESIDENTIAL DEVELOPMENT SUMMARY

05/15/24

Planned Residential Development Data	Proposed for Development	Maximum Allowed/Minimum Required by Zoning Code
Development Summary		
Single Family	±20.05 Acres (includes ±7.68 acres O.S.)	
Total Open Space Required = 20%	4.01 Acres	
Gross Open Space Provided	±7.68 Acres (38%)	
Total Open Space Provided (Excluding Easements & Ponds)	±5.61 Acres (28%)	
Total Open Space Provided (15% Max. Easements & Ponds per code)	±6.21 Acres (31%)	
Total Acres	±20.05 Acres Gross	
	±14.33 Acres Net Developable	(see Net Developable Plan Tab 3, Exhibit C-3)
Number of Units	17 Total Units	21 PRD Net Developable Plan per Zoning Code
Density	±0.85 DU/AC Gross ±1.19 DU/AC Net Developable	1.5 PRD Net Developable Plan per Zoning Code
Max. Building Height	40'	40'
Minimum Parking	4	2.25
Min. Front Yard Setback	30'	30'
Min. Side Yard Setback	20' (40' Total)	25'
Min. Rear Yard Setback	25'	25' Unless approved as Cluster Housing, Common Wall Housing, or similar variations.
Accessory Structure Setback	10'	10'
Min. Lot Frontage at Front Yard Setback	100'	None Stated
Min. Lot Size	11,100 SF (0.254 AC)	Per Comprehensive Plan

Article 10 – Planned Residence District

Liberty Place

Proposed Zoning – PR

May 15, 2024

Development Plan – Section 10.09

In the Planned Residence District (PR), no use shall be established or changed and no structure shall be constructed or altered until the required Development Plan has been approved in accordance with the provisions of the Liberty Township Zoning Resolution.

10.09.A Preliminary Development Plan: Six (6) paper copies and one (1) electronic copy of the Preliminary Development Plan shall be submitted to the Zoning Commission with the PR application at least 21 days prior to the meeting date. The plan shall include in text and map form, the following:

10.09.A.1 A survey plat and legal description of the property signed by a registered surveyor showing the size and location of the proposed project.

See Tab 2, Exhibits B-1 & B-2 for Legal Description and Boundary Survey

10.09.A.2 The proposed size and location of the tract at a scale of at least one inch equals one hundred feet (1"=100') showing topographic contours of at least five (5)-foot intervals.

See Tab 3, Exhibit C-2 for Existing Conditions Plan

10.09.A.3 All existing conditions on-site including wooded areas, wetlands, floodplain areas, and existing structures within two hundred (200) feet of property boundaries

See Tab 3, Exhibit C-2 for Existing Conditions Plan

10.09.A.4 The relationship of the proposed development to the existing uses including easements, setbacks, and right-of-way areas.

The Planned Residential District site is approximately ±20.05 AC. The site is located in Liberty Township, Delaware County, Ohio. It is bound by Hyatts Road to the north, Liberty Road to the east, a railroad to the west, and existing single-family homes to the south.

There is one overhead transmission power line located across the site, and one along the western boundary.

10.09.A.5 Proposed locations of all structures and uses.

See Tab 3, Exhibit C-1 for Preliminary Development Plan indicating single family platted lots.

10.09.A.6 Proposed density calculations and percentage of lot coverage.
See Tab 3, Exhibit C-3 for Net Developable Plan and Exhibit C-4 for Open Space Plan. There are ±6.21 AC of open space provided per code definition of open spaces (only 15% of easements and/or ponding included in required open space). There are actually ±7.68 AC of total open space if all ponds and easements are included. Only 4.01 AC of open space, or 20% of site area are required per code. Total developed lot coverage is approximately 12% or ±2.40 AC for all lots and roadways.

10.09.A.7 The general character of the tract, including:
a.) The limitations or controls to be placed on operations or location;
Only single family platted lots with allowed accessory uses and open space shall be allowed in this development per the plan. There will be a Homeowners Association, refer to Tab 8, Exhibit H-1 for Sample Deed Restrictions.

b.) Lots, numbered with dimensions, bearings, and distances;
See Tab 3, Exhibit C-1 for numbered lots and dimensions

c.) Proposed traffic patterns showing public and private streets and transportation facilities;
See Tab 3, Exhibit C-1 for proposed traffic patterns, all internal roads within the development shall be public and built to Delaware County Engineer standards.

d.) Description of other development features, including landscaping and entry features;
The entrance feature shall be located at the intersection of proposed Road A and Liberty Road. Included in the entrance feature is a permanent entry sign that will be a freestanding monument sign. See Tab 4, Exhibit D-2 for signage details.

Access points for construction traffic, construction signs indicating the construction office, construction entrance, and areas of no construction traffic will be provided during Final Development Plan submission. Signs shall be erected at the start of construction and be placed until the end of construction. Location of signs will vary as construction progresses throughout the site. Signs shall be no larger than 2 square feet and will not contain any business name or logo.

Temporary sales signage and model home signage is anticipated for this development. Final locations and details will be provided at the Final Development submission.

Buffering and mounding is proposed along Hyatts Road, Liberty Road, and railroad tracks which consists of a mixture of evergreen, ornamental, and shade trees. See Tab 4, Exhibits D-1 & D-2 for concept landscape plans.

A multi-use pathway will run along Liberty Road and a portion of Hyatts Road and shall be 10' wide asphalt. Two additional 4' concrete paths will access Open Space A & C which will highlight the stream and a pond with a gazebo and bench. Stormwater retention ponds shall have bubblers instead of fountain jets.

Final landscape plans will be provided at the Final Development Plan Submission.

e.) Lighting and signage.

No street lighting is proposed, only individual yard lights for the homes shall be allowed.

The entry sign shall be illuminated and will meet the requirements of Article 7.

10.09.A.8 Conceptual architectural design and elevations, roof pitch, and exterior construction materials.

The exteriors of the homes shall be comprised entirely of stone, brick, cultured stone, EIFS, wood (including engineered wood), cementitious fiber or stucco, or a combination thereof, except for gutters, soffits and overhangs, entry doors, garage doors and other accents. Aluminum and/or vinyl may be used for trim details such as soffits, gutters, shutters, windows, etc.

All homes will have a minimum eight (8) inch overhangs, a minimum roof pitch of 6/12 on the main structures of the home (accent features such as porches, dormers, and garages may have less than 6/12 roof pitch), all front windows will be wrapped with a minimum of four (4) inch wood trim or engineered wood (LP smart trim) (except when the windows are surrounded by stone or brick) and the garage doors will either have raised panels or decorative accents.

Exterior finishes containing high gloss or high chroma colors are prohibited on all structures within the property. No home, two lots to the left or right of the subject lot shall have the same front façade as the subject lot. No home directly across the street (and where a subject lot has more than one lot across the street caused by lot lines not being in substantial alignments), neither of the homes across from the subject lot shall have the same front façade as the subject lot. However, this requirement will not apply to situations in which the home across the street is facing a different street.

Model homes will be allowed in this Planned Residential Development. The model homes will have garages converted and utilized as sales offices ('garage conversion'), until the model home is no longer utilized, at which point the garage will be converted back to its intended purpose. Model homes may be utilized and operated on any of the lots identified on the development plan. The arrangement for the model homes, signage, program, and parking lot may be utilized in conjunction with any such model homes. The Township Zoning Inspector shall be permitted to review and approve the inclusion of such features on lots adjacent to any of the model home lots provided that plans indicating substantial conformance with the layout and design as shown on the exhibits is achieved. These details and locations will be determined at time of Final Development Plan submission.

- 10.09.A.9 The intended provisions for utilities including water, fire hydrants, sanitary sewer and adequate storm water drainage outlets. Information regarding existing pipe sizes, capacities, committed flows, and potential needed upgrades must be documented by the utility provider or a registered civil engineer, whichever is applicable.

Water service will be provided by DelCo Water. Sewer service is available through Delaware County Regional Sewer District. See Tab 5, Exhibits E-2 & E-3 for Service Letters.

Surface drainage, storm sewer, and detention will be handled on-site as determined during final engineering. See Tab 5, Exhibit E-1 for Preliminary Utility Plan, and Tab 5, Exhibit E-7 for Delaware County Engineer Letter.

All other utility providers and emergency provider letters can be found in Tab 5, Exhibits E-4 through E-6.

- 10.09.A.10 A design of the open space and proposed description of its use, ownership, and plan for maintenance.

The open spaces have been designed to provide buffers to adjacent existing uses, to existing streets, and provide open spaces for the development

community. See Tab 4, Exhibit D-3 for the Open Space Plan. These areas are designated as common open space on the plan and shall be owned and maintained by the Homeowners Association. The multi-use pathway along Liberty Road and a portion of Hyatts Road shall be 10' wide asphalt.

Common Open Space 'A' – contains proposed basins (ponds areas are separated in calculations), existing stands of trees to be preserved, and an existing ephemeral stream. In addition, this space contains a majority of the multi-use pathway, half of the entry feature planting, landscape mounding and vegetative screening at the perimeter of the property. In addition, a 4' concrete path will access Open Space A which will highlight the pond with a bench overlook.

Common Open Space 'B, C, & E' – are interior to the development and are available to the property homeowners for their use.

Common Open Space 'D' – contains the monument entry sign and half of the entry feature along Liberty Road, mounding and buffering along Liberty Road and Hyatts Road, existing stands of trees to be preserved, an existing ephemeral stream, and a 10' multi-use pathway along Liberty Road. In addition, a 4' concrete paths will access Open Space C which will highlight the stream gazebo.

Easement Open Spaces 'A-C' – are to be maintained and clear of woody vegetation and available for utility access and pedestrian recreational use.

10.09.A.11 The purpose, need, and reason for each divergence from the Design Standards in this Article, the General Development Standards or the Sign Regulations of this Zoning Resolution, such as setbacks, parking, landscaping, lighting, signage and so forth, must be specified. All justifications must be based on the subject property.

No divergence are requested.

10.09.A.12 Traffic Impact Analysis based upon new trip generation as estimated by the Delaware County Engineer's standards.

See Tab 7, Exhibit G-1 for Traffic Impact Study

10.09.A.13 All required design standards in Section 10.07 of this Zoning Resolution.

10.07.A Access: Frontage on and direct access to, one or more dedicated or improved public roads is required. Provisions for future connections to other public roads may be required by the

Township, Delaware County Engineer, and/or the Delaware County Regional Planning Commission.

The site has direct access to Liberty Road.

10.07.B Density:

10.07.B.1 The maximum overall density for any single-family development within Liberty Township shall be one and one-half (1.5) dwelling units per net developable acre. Note: The Liberty Township Comprehensive Plan recommends densities for most areas within Liberty Township be substantially less than this maximum.

The site is in Subarea II, the density suggested is 1.25 unit per net developable acre within the comprehensive plan, and 1.50 unit per net developable acre per zoning code. A net density of ±1.19 DU/AC meets the zoning code and Comprehensive Plan.

10.07.B.2 Developments shall have minimum lot sizes, as specified in the Liberty Township Comprehensive Plan as of the date an Application For Zoning is filed; however, to encourage the efficient use of land and resources, to promote greater efficiency in providing public and utility services, and to encourage innovation and preservation of natural resources and features in planning and building, the Township may consider exceptions to the minimum lot sizes prescribed in the Liberty Township Comprehensive Plan to allow clustering of dwelling units where appropriate.

The site is in Subarea II, no lot sizes are recommended in the Comprehensive Plan. The proposed lot size is a minimum of 100' x 111'.

10.07.C Setback Requirements: No part of any permitted, building, principal, or accessory structure, or use, except that of a lawn, and as provided for under Section 7.13, shall encroach upon a required setback. The physical relationship of permitted uses and structures and their minimum yard space shall be determined in accordance with the following, EXCEPT that locations of Fences, Driveways, Parking Areas, and Water Impoundments shall be

governed by the requirements in Article 7 of this Resolution, and locations of Signs shall be governed by the requirements in Article 20 of this Resolution:

	Front and adjacent roads	Setback from Side lot line	Setback from Rear lot line
Permitted residential buildings	30 feet from ROW*	25 feet**	25 feet
Permitted non-residential buildings	100 feet from ROW*	100 feet	100 feet
Accessory structures	The front building line of the principal structure	10 feet	10 feet

*or as required by Section 7.09, whichever is greater.

**unless approved as Cluster Housing, Common Wall Housing, or similar variations.

Per the Comprehensive Plan, page 47, Cluster subdivisions, or PRDs, are typically touted as an improved alternative to the conventional subdivision. In areas where sewer service is available, somewhat higher densities within Planned Residential zoning has been approved.

Per Article 4 of the zoning code: Dwelling, Cluster Housing - A development design technique that concentrates dwellings on a part of the site to allow the remaining land to be used for recreation, common open space, and preservation of environmentally sensitive features. Cluster housing does not permit any increase in the permitted densities of the District in which it is located.

The development meets the definition and design intent for Cluster Housing. The requested 20' side yard setback is permissible under these provisions.

PR Setbacks:

Setback from Hyatts Road: 130' from centerline

Setback from Liberty Road: 130' from centerline

Platted Lot Setbacks:

Front Yard Setback: 30'

Rear Yard Setback: 25'

Side Yard Setback: 25', 20' for the interior lots 1-8, and 12-15.

Accessory Structure Setback: 10' front & rear

10.07.D Building Design: The project architect shall give due regard to

building footprints, orientation, massing, roof shape, roof pitch, and exterior materials so as to blend with other traditional or historic architecture in the community or within the proposed development. The use of vinyl as an exterior siding material is not permitted.

The exteriors of the homes shall be comprised entirely of stone, brick, cultured stone, EIFS, wood (including engineered wood), cementitious fiber or stucco, or a combination thereof, except for gutters, soffits and overhangs, entry doors, garage doors and other accents. Aluminum and/or vinyl may be used for trim details such as soffits, gutters, shutters, windows, etc.

All homes will have a minimum eight (8) inch overhangs, a minimum roof pitch of 6/12 on the main structures of the home (accent features such as porches, dormers, and garages may have less than 6/12 roof pitch), all front windows will be wrapped with a minimum of four (4) inch wood trim or engineered wood (LP smart trim) (except when the windows are surrounded by stone or brick) and the garage doors will either have raised panels or decorative accents.

Exterior finishes containing high gloss or high chroma colors are prohibited on all structures within the property. No home, two lots to the left or right of the subject lot shall have the same front façade as the subject lot. No home directly across the street (and where a subject lot has more than one lot across the street caused by lot lines not being in substantial alignments), neither of the homes across from the subject lot shall have the same front façade as the subject lot. However, this requirement will not apply to situations in which the home across the street is facing a different street.

The minimum proposed square footage for the single-family homes shall be 2,500 sq. ft.

- 10.07.E Building Height: No building shall exceed forty (40) feet in height. All other freestanding structures including, but not limited to, flagpoles shall not exceed forty-eight (48) feet in height. All attached structures including, but not limited to, chimneys and church spires shall not exceed a height that is eight (8) feet greater than either the height of the building or other structure to which it is attached.

The 40' height limit shall not be exceeded in this development.

10.07.F Open Space: At least twenty percent (20%) of the total gross acreage of the Planned Residence District must be devoted to open space. Open Space shall be designated upon the Development Plan as "Common Open Space," "Open Space," and/or "Natural Green Space" upon the basis of the definitions, purposes, requirements and conditions set forth in Section 4.01 of this Resolution. Such Open Space shall be designed to provide active recreation, passive recreation, the preservation of natural site amenities or any combination thereof. Any buildings, structures, and improvements to the open space must be appropriate to the uses which are authorized for the Open Space, with regard to its topography and unimproved condition. The Open Space shall be of a size, shape, and location which is conducive to use by all residents of property. Right-of-ways for water courses and other similar channels are not acceptable as open space dedication unless such lands or Easement are usable as a Trail or have been approved by the Zoning Commission. Storm water retention or detention facilities and land under high-voltage power line easements are acceptable as Open Space, provided such facilities do not exceed fifteen percent (15%) of the total Open Space required.

The responsibility for the maintenance of all Open Spaces shall be specified by the developer in writing within the Development Plan. The required amount of Common Open Space reserved in a Planned Residence District shall either be held in corporate ownership by owners of the project area, for the use of each person who buys or leases property within the development, or be dedicated to a homeowners' association that shall have title to the land. Such Open Space shall be used only for the purposes for which it is designated within the approved Development Plan, and in accordance with the approved Development Plan. The legal articles relating to the organization of the homeowners' association are subject to review and approval by the Zoning Commission. Such legal articles are required to be submitted as part of the Development Plan and shall provide adequate provisions for the perpetual care and maintenance of all common areas. Such legal articles shall be inserted into the chain of title of the land within the Planned Residence District.

The development shall comply. All open spaces shall be designated as common open space. Total open space for the

site is ± 7.68 AC, or 38%, (there is ± 6.21 AC, or 31%, of total open space, 15% max. powerlines & ponds acreage). The required open space percentage that is allowed under the overhead transmission powerline and within proposed basins is a total of 15% of the required open space. See Tab 4, Exhibit D-3 for Open Space Plan.

The open space shall be maintained by the Homeowners Association. See Tab 8, Exhibit H-1 for Sample Deed Restrictions.

10.07.G Walkways: Walkways with landscaping and trees connecting all dwelling areas and any Open Spaces and any non-residential areas shall be required. Walkways shall be separated from the paved street surfaces in accordance with Delaware County Engineer standards.

A multi-use pathway along Liberty Road and a portion of Hyatts Road, and interior street sidewalks are proposed per the Preliminary Development Plan, see Tab 3, Exhibit C-1.

10.07.H Street Trees are required and shall conform to adopted Township standards.

Street trees are proposed at 50' on center and will be located on all public streets, except when under overhead transmission power lines. Street trees shall be planted a minimum of 5' to the outside of the public right of way, and be deciduous trees, either ornamental or shade trees.

See Tab 4, Exhibit D-1 for overall landscape concept and street trees. Street tree maintenance shall be the responsibility of the homeowner whose lot is directly adjacent the street trees. In the event the street trees are not adjacent any homeowner lots, the street trees shall be maintained by the HOA.

10.07.I Bikeways/Bike Paths: Bikeways shall be provided in accordance with the Township's adopted Bikeways Plan and shall be built in accordance with the Delaware County Engineer standards. In addition, bikeways within new developments shall be provided in order to connect with existing or planned bikeways external to the proposed new development.

A 10' multi use path is proposed along Liberty Road and a portion of Hyatts Road to link to surrounding developments. A multi-use path easement to the township and fee in lieu off construction

shall be provided along any unbuilt portion of the path along Hyatts Road so that existing tree stands may be preserved. Internal sidewalks along roadways and pathways through open spaces connect residents of this development to these pathways which in turn connect to the adjoining communities. Roadway sidewalk locations and widths shall follow county regulations at time of platting.

- 10.07.J Landscaping: All yards (front, side and rear) shall be landscaped, and all organized Open Spaces or non-residential use areas shall be landscaped. A Landscape Plan showing the caliper, height, numbers, name, and placement of all material, prepared by a licensed landscape architect, shall be submitted and approved as a part of the Final Development Plan.
All front, side, and rear yards shall be landscaped as well as open spaces or non-residential use areas. See Tab 4, Exhibit D-1 for concept landscape plans. Final landscape plans will be provided at the time of Final Development Plan submission.
- 10.07.K Screening: All ground-mounted utility cabinets shall be screened from view with non-deciduous plantings that exceed the height of the cabinet being screened, which shall be maintained in a neat and tidy manner by the owner of the property upon which such utility cabinets are located.
All ground mounted utility locations shall be screened as required.
- 10.07.L Buffering: Natural foliage shall be retained where practicable. Where adequate foliage does not exist, the Township may require establishment of such tree cover or other foliage as may be necessary to buffer adjacent uses.
Existing tree stands and tree rows are present on site. These are being designed around, so to preserve these unique features and enhance the value of the proposed development. Existing tree stands in the south will be preserved to greatest extent possible. Additional mounding and buffering is being provided along Hyatts Road, Liberty Road, and the railroad.
- 10.07.M Preservation Areas: Wetlands, steep (over twenty percent (20%)) slopes, and ravines shall be preserved to the greatest extent possible and shall be delineated on the Development Plan. No

building or structure shall be placed or constructed in any Preservation Area.

No preservation areas exist on site.

10.07.N Floodplain: No Principal Structures shall be constructed within the one-hundred-year (100-year) floodplain of any stream or river.

No floodplains exist on site.

10.07.O Power Lines: Land underneath overhead high-voltage electric transmission lines may be used for Open Space, parking, driveways, and roads with the permission of the applicable utility company.

All areas underneath overhead transmission power lines shall conform to the requirements of the applicable utility company.

10.07.P Utilities: All utilities constructed to service the proposed use shall be located underground. An approved centralized water supply shall be provided. Wastewater disposal systems shall be provided, subject to Delaware County Sanitary Engineer approval.

All utilities shall be underground, see utility provider letters from DelCo and Delaware County Sanitary Engineer in Tab 5, Exhibits E-2 and E-3.

10.07.Q Parking: Off-street parking shall be provided at the time of construction, with adequate provisions for ingress and egress. On-site parking spaces for each Permitted Use shall be provided according to the requirements set forth in Article 7 of this Zoning Resolution. In addition to the requirements set forth in Article 7.02, parking areas designed to serve permitted non-residential uses in this zoning district shall be located no less than thirty-five (35) feet from any adjacent residentially- zoned land and shall be screened and buffered from view.

Off-street parking shall be provided at the time of construction. Each single-family home shall have a minimum of a 2 car garage with 2 parking spaces in front of the garage in the driveway for a minimum total of 4 spaces per home.

10.07.R Exterior Lighting: All lighting shall conform with the Lighting Regulations in Article 7 of this Zoning Resolution.

Exterior lighting shall conform to Article 7.

10.07.S Signs: Signs shall conform to Article 20, or as approved per

Development Plan.

Entry feature signage is provided at the entry along Liberty Road, see Tab 4 Exhibit D-2 for sign location and concept elevation. Final temporary marketing signage and model home signage will be provided at the time of Final Development Plan submission.

10.07.T Construction and Maintenance of Improvements Within Right-of-Way: The construction and maintenance of all improvements behind the curb line or the edge of pavement including, but not limited to, drainage improvements, landscaping improvements, sidewalks, bikepaths, and/or driveway approaches shall be the responsibility of the abutting property owner unless otherwise approved in the Development Plan.

The developer agrees to construct and maintain all the improvements within all the internal public streets from the edge of curb to the ROW, which maintenance responsibilities transfer to the HOA or abutting Homeowner after construction of improvements.

All walkways, landscaping and drainage within open spaces shall be the responsibility of the HOA.

10.07.U Supplemental Conditions and Safeguards: The Zoning Commission and/or Board of Trustees may impose additional conditions relating to the development with regard to the type and extent of the public improvements to be installed, landscaping, improvements and maintenance of Open Space areas, and other development characteristics.

10.09.A.14 The proposed size and location of any alternative energy apparatus including, but not limited to, solar panels and wind generators.

No alternative energy apparatus is proposed for this development

10.09.A.15 Emergency service provisions (letter from Fire department regarding access and water supply to the proposed development site).

See Tab 5, Exhibit E-6 for Emergency Service Letter

10.09.A.16 Phasing plans, if any.

There shall only be one phase

10.09.A.17 The ability of the applicant to carry forth its Development Plan by control of the land and the engineering feasibility of the Development Plan.

The developer owns the land. See attached utility provider letters and preliminary utility plan, Tab 5, Exhibits E-1 through E-7

- 10.09.A.18 Plan approval period – the approval of a preliminary development plan shall be effective for a period of one (1) year from the date thirty (30) days after the zoning is approved by the Board of Trustees in order to allow for the preparation and submission of the Final Development Plan.

RESUME

Name: Jianqin (Vic) Chen with BJ Builder LLC

Street Address: 2700 Alum Crossing Dr., Lewis Center, OH 43035

EDUCATION

Suny at Stony Brook, NY

Bachelor of Science, Major in Computer Science and Applied Mathematics and Statistics.

EXPERIENCE (nearly 20 years in real estate / construction)

Management

- Manage several rental properties in Ohio and New York since 2013: a building with 5 residential units and 2 retails in Brooklyn, NY, 3 single families houses in Columbus area, one quadplex townhouse, one duplex townhouse and a mixed use building with 27 units and 2 retail near campus area.

Construction

- 2490 N High St, Columbus, OH 43202 - a mixed use building with 27 units and 2 retails completed in 2023;



- 26-30 Wilcox St, Columbus, OH 43202 - a duplex townhouse completed in 2023;



- 9-19 Tompkins St, Columbus, OH 43202 – renovated quadplex townhome completed in 2020;



- 4920 7th Ave, Brooklyn, NY 11220 – 5 residential units with 2 retails completed in 2013;



- Built over 10 restaurants in Columbus area since 2000, such as PJ Hot pot, Japanese Steakhouse, Pier 11 boiling seafood, and other Asian restaurants.

TAB 1 – EXHIBIT 'A-1' – Surrounding Property Owners

PROPERTY
OWNER/DEVELOPER:

BJ LLC
2490 N HIGH ST
COLUMBUS OH 43202

SURROUNDING PROPERTY
OWNERS:

JESSICA SALYERS
6049 LIBERTY RD
POWELL OH 43065

LAURA MILLER
6075 LIBERTY RD
POWELL OH 43065

HOLLY HODKINSON
6125 LIBERTY RD
POWELL OH 43065

PATRICK DONOVAN
6149 LIBERTY RD
POWELL OH 43065

TIMOTHY & SHERRY TELESZ
6177 LIBERTY RD
POWELL OH 43065

6205 LIBERTY LLC
6205 LIBERTY RD
POWELL OH 43065

EARL LONG
6241 LIBERTY RD
POWELL OH 43065

JANE TRIPLET
& ROBERT NOTHSTINE
2691 HYATTS RD
POWELL OH 43065

OHIO POWER CO
1 RIVERSIDE PLAZA
COLUMBUS OH 43215

COLUMBUS SOUTHERN &
OHIO ELECTRIC CO
1 RIVERSIDE PLAZA
COLUMBUS OH 43215

JOHN & STACI LINDENAU
6210 LIBERTY RD
POWELL OH 43065

SPARROW VENTURE LTD
5900 LIBERTY RD
POWELL OH 43065

STEPHANIE THULEEN
2748 HYATTS RD
POWELL OH 43065

AARON BAILEY
& BRITNY HUBER
2661 MAIN ST
POWELL OH 43065

GARY & JANICE SALYERS
2677 MAIN ST
POWELL OH 43065

WAYNE & LINDA KANNIARD
5971 RAILROAD ST
POWELL OH 43065

DAVIN BERNAL
5997 RAILROAD ST
POWELL OH 43065

BRANDON BEAVER
& MINDY SYDEBOTHAM
2680 HYATTS RD
POWELL OH 43065

HELEN LAY
2609 MAIN ST
POWELL OH 43065

IAN LANDES
2635 MAIN ST
POWELL OH 43065

COLUMBUS BIBLE CHAPEL
6000 LIBERTY RD
POWELL OH 43065

BOARD OF TOWNSHIP
TRUSTEES OF LIBERTY
TOWNSHIP
2500 HYATTS RD
POWELL OH 43065

TAB 2 – EXHIBITS 'B-1 through B-3' – Legal Description, Boundary Survey, and Transmission Line Easement

GREAT AMERICAN TITLE AGENCY
6800 LAUFFER RD BLDG 2
COLUMBUS, OH 43231



Doc ID: 014938910004 Type: OFF
Kind: DEED
Recorded: 11/01/2023 at 01:39:15 PM
Fee Amt: \$50.00 Page 1 of 4
Workflow# 0000340502-0001
Delaware County, OH
Melissa Jordan County Recorder
File# 2023-00023544

BK **2061** PG **582-585**

Delaware County
The Grantor Has Complied With
Section 319.202 Of The R.C.
DATE 10-27-23 Transfer Tax Paid \$ 2,100.00
~~TRANSFERRED OR TRANSFER NOT NECESSARY~~
Delaware County Auditor By JN

GENERAL WARRANTY DEED

Bougher Family Farm, LLC, an Ohio Limited Liability Company, Grantor, of Delaware County, Ohio, for valuable consideration paid, grants with general warranty covenants to **BJ Builder LLC**, an Ohio Limited Liability Company, Grantee, the following **REAL PROPERTY**:

Being situated in the State of Ohio, in the County of Delaware, and in the Township of Liberty, and being bounded and described as follows:

For description of real estate conveyed by this deed, and containing 20.05 acres, more or less, see Exhibit "A" attached hereto and made a part hereof.

PIN: 319-210-01-001-000

Property Address: 6060 Liberty Road, Powell, Ohio 43065

tax mailing address: 2490 N High St. Ste 100 Columbus OH 43202

This deed is executed and delivered by Grantor and accepted by Grantee subject to all easements, conditions, restrictions, zoning ordinances, and rights of way of record. Real estate taxes shall be prorated to the date of delivery of deed and paid by Grantor. Grantee to pay all taxes and assessments thereafter.

Prior Instrument Reference: Official Record Volume 920 Page 618, Recorder's Office, Delaware County, Ohio.

Executed this 10th day of October 2023.

Bougher Family Farm, LLC
By: *Stephen W. Bougher*, MGR
Stephen W. Bougher,
Its: Managing Member

EXHIBIT B-1

STATE OF OHIO
COUNTY OF DELAWARE, ss:

This is an acknowledgment clause. No oath or affirmation has been administered to the signer.

The foregoing instrument was acknowledged before me by **Stephen W. Bougher, Managing Member, on behalf of Bougher Family Farm, LLC**, an Ohio Limited Liability Company, this 10th day of October 2023.



Notary Public

EDWARD FRANCIS FLAHIVE
Attorney at Law
Notary Public, State of Ohio
Commission Has No Expiration
O.R.C. 147.03

This Instrument Prepared by: Edward F. Flahive, Attorney at Law, 3843-B Attucks Dr., Powell, OH 43065

EXHIBIT "A"

Bougher Family Farm, LLC

Description of Real Estate

Being situated in the State of Ohio, in the County of Delaware, and in the Township of Liberty, and being bound and described as follows:

Situated in the County of Delaware and in the State of Ohio and in the Township of Liberty and beginning at the northeast corner of Section Number Two (2), Township Three (3), Range Nineteen (19), U.S.M. Lands in Liberty Township; thence west with the Section line forty nine rods and ten links to the east line of the Columbus & Toledo R.R.; thence south on the east line of said R.R. sixty six rods to the south line of the eighty acre tract belonging to John Hack (formerly); thence east on the south line of said tract fifty rods and seventeen links to the east line of said section; thence north on the line of said section sixty six rods to the place of beginning containing twenty acres and forty-five one-hundredths of an acre, (20.45).

DESCRIPTION APPROVED
FOR TRANSFER
Chris Bauserman
Delaware County Engineer

RL
10-27-23

EXCEPTING THEREFROM THE FOLLOWING:

Situated in the County of Delaware and in the State of Ohio and in the Township of Liberty, and bounded and described as follows: Being in Range 19, Township 3, Section 2, part of Lot A, and beginning in the center line of a public road known as Hack Street, 135 feet East of the intersection of said road and the east line of the right-of-way of the Toledo, Columbus and Hocking Valley (now C and O) Railroad; thence run east in the center of said road, 40 feet; thence south 100 feet; thence west 40 feet; thence north, 100 feet to the place of beginning, containing 0.09 of an acre, more or less.

Last transfer see Deed Record 384, page 175, Recorder's Office, Delaware County, Ohio.

ALSO EXCEPTING THE FOLLOWING:

Situated in the County of Delaware and in the State of Ohio and in the Township of Liberty, and bounded and described as follows: Being a part of Lot A in Range 19, Township 3, Section 2, bounded and described as follows:

Commencing at the intersection of the centerlines of County Road 123 (Hyatts Road) and County Road 9, said point also being the Northeast corner of Quarter Township 3N; thence N. 89 degrees 42' West along the centerline of County Road 123, a distance of 681.80 feet to a P.K. nail and the true place of beginning, thence S. 0 degrees 09' West, 100.00 feet to an iron pipe; thence N. 89 degrees 42' West, 135.00 feet to an iron pipe in the east right-of-way line for the C & O Railroad; thence N. 0 degrees 09' East along the east right-of-way line, a distance of 100.00 feet to a P.K. nail in the centerline of County Road 123; thence S. 89 degrees 42' East along the centerline of County Road 123, 135.00 feet to the place of beginning.

Containing 0.310 acres, more or less subject to all legal highways and easements of record.

Prior instrument of reference: Vol. 388, page 417, and Vol. 459, page 825, Recorder's Office, Delaware County, Ohio.

The above **Parcel** after deducting the above two exceptions, contains 20.05 acres, more or less.

Subject to all legal highways, taxes which are a lien, current agricultural use valuation recoupments, easements (including but not limited to the easement for highway purposes in OR 472, page 2170), and other restrictions, if any, of record.

Prior Instruments Reference: Official Record Volume 920 Page 618; Official Record Volume 906, page 862 and Official Record Volume 538, Page 329, Recorder's Office, Delaware County, Ohio.

See Memorandum of Trust Affidavit recorded in OR 726, page 2279, Recorder's Office, Delaware County, Ohio.

PIN: 319-210-01-001-000.

Premises Known As: 6060 Liberty Road, Powell, Ohio 43065.

DESCRIPTION FOR CLOSING ONLY	
<input type="checkbox"/> RPC Approval Required	LAW
<input type="checkbox"/> Municipal Approval Required	
9/22/23	
Delaware County Engineer	

LEGAL DESCRIPTIONS OF RECORD:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DELAWARE, STATE OF OHIO, AND DESCRIBED AS FOLLOWS:

BEING SITUATED IN THE STATE OF OHIO, IN THE COUNTY OF DELAWARE, AND IN THE TOWNSHIP OF LIBERTY, AND BEING BOUND AND DESCRIBED AS FOLLOWS:

SITUATED IN THE COUNTY OF DELAWARE AND IN THE STATE OF OHIO AND IN THE TOWNSHIP OF LIBERTY AND BEGINNING AT THE NORTHEAST CORNER OF SECTION NUMBER TWO (2), TOWNSHIP THREE (3), RANGE NINETEEN (19), U.S.M. LANDS IN LIBERTY TOWNSHIP; THENCE WEST WITH THE SECTION LINE FORTY FIVE (45) FEET TO THE EAST LINE OF THE COLUMBUS & TOLEDO R.R.; THENCE SOUTH ON THE EAST LINE OF SAID R.R. SIXTY SIX (66) FEET TO THE SOUTH LINE OF THE EIGHTY ACRE TRACT BELONGING TO JOHN HACK (FORMERLY); THENCE EAST ON THE SOUTH LINE OF SAID TRACT FIFTY FIVE (55) FEET TO THE EAST LINE OF SAID SECTION; THENCE NORTH ON THE LINE OF SAID SECTION SIXTY SIX (66) FEET TO THE PLACE OF BEGINNING CONTAINING TWENTY ACRES AND FORTY-FIVE ONE-HUNDREDTHS OF AN ACRE, (20.45).

EXCEPTING THEREFROM THE FOLLOWING:

SITUATED IN THE COUNTY OF DELAWARE AND IN THE STATE OF OHIO AND IN THE TOWNSHIP OF LIBERTY, AND BOUND AND DESCRIBED AS FOLLOWS: BEING IN RANGE 19, TOWNSHIP 3, SECTION 2, PART OF LOT A, AND BEGINNING IN THE CENTER LINE OF A PUBLIC ROAD KNOWN AS HACK STREET, 135 FEET EAST OF THE INTERSECTION OF SAID ROAD AND THE EAST LINE OF THE RIGHT-OF-WAY OF THE TOLEDO, COLUMBUS AND HOOKING VALLEY (NOW C AND O) RAILROAD; THENCE RUN EAST IN THE CENTER OF SAID ROAD, 40 FEET; THENCE SOUTH 100 FEET; THENCE WEST 40 FEET; THENCE NORTH, 100 FEET TO THE PLACE OF BEGINNING, CONTAINING 0.09 OF AN ACRE, MORE OR LESS.

LAST TRANSFER SEE DEED RECORD 384, PAGE 175, RECORDER'S OFFICE, DELAWARE COUNTY, OHIO, ALSO EXCEPTING THE FOLLOWING:

SITUATED IN THE COUNTY OF DELAWARE AND IN THE STATE OF OHIO AND IN THE TOWNSHIP OF LIBERTY, AND BOUND AND DESCRIBED AS FOLLOWS: BEING A PART OF LOT A IN RANGE 19, TOWNSHIP 3, SECTION 2, BOUND AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINES OF COUNTY ROAD 123 (HYATTS ROAD) AND COUNTY ROAD 9, SAID POINT ALSO BEING THE NORTHEAST CORNER OF QUARTER TOWNSHIP 3N; THENCE N 89 DEGREES 42' WEST ALONG THE CENTERLINE OF COUNTY ROAD 123, A DISTANCE OF 881.80 FEET TO A P.K. NAIL AND THE TRUE PLACE OF BEGINNING, THENCE S. 0 DEGREES 09' WEST, 100.00 FEET TO AN IRON PIPE; THENCE N. 89 DEGREES 42' WEST, 135.00 FEET TO AN IRON PIPE IN THE EAST RIGHT-OF-WAY LINE FOR THE C. & O. RAILROAD; THENCE N. 0 DEGREES 09' EAST ALONG THE EAST RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET TO A P.K. NAIL IN THE CENTERLINE OF COUNTY ROAD 123; THENCE S. 89 DEGREES 42' EAST ALONG THE CENTERLINE OF COUNTY ROAD 123, 135.00 FEET TO THE PLACE OF BEGINNING.

CONTAINING 0.310 ACRES, MORE OR LESS SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD.

PRIOR INSTRUMENT OF REFERENCE: VOL. 388, PAGE 417, AND VOL. 459, PAGE 825, RECORDER'S OFFICE, DELAWARE COUNTY, OHIO.

THE ABOVE PARCEL AFTER DEDUCTING THE ABOVE TWO EXCEPTIONS, CONTAINS 20.05 ACRES, MORE OR LESS.

SUBJECT TO ALL LEGAL HIGHWAYS, TAXES WHICH ARE A LIEN, CURRENT AGRICULTURAL USE VALUATION RECOUPMENTS, EASEMENTS (INCLUDING BUT NOT LIMITED TO THE EASEMENT FOR HIGHWAY PURPOSES IN OR 472, PAGE 2170), AND OTHER RESTRICTIONS, IF ANY, OF RECORD.

PRIOR INSTRUMENTS REFERENCE: OFFICIAL RECORD VOLUME 906, PAGE 862 AND OFFICIAL RECORD VOLUME 538, PAGE 329, RECORDER'S OFFICE, DELAWARE COUNTY, OHIO.

SEE MEMORANDUM OF TRUST AFFIDAVIT RECORDED IN OR 726, PAGE 2279, RECORDER'S OFFICE, DELAWARE COUNTY, OHIO, PARCEL NUMBER: 319-210-01-001-000

NOTES:

1. THERE WAS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED AT THE TIME OF THIS SURVEY.
2. THERE WAS NO OBSERVED EVIDENCE OF ANY CHANGES IN STREET RIGHT-OF-WAY LINES DURING THE TIME OF THIS SURVEY.
3. THERE WAS NO OBSERVED EVIDENCE OF ANY RECENT STREET OR SIDEWALK REPAIRS IN PROCESS DURING THE TIME OF THIS SURVEY.
4. THERE WAS NO VISIBLE EVIDENCE OF ANY WETLAND AREA DEMARCATION OBSERVED ON THE SUBJECT TRACT DURING THE TIME OF THIS SURVEY.
5. THERE WAS NO VISIBLE EVIDENCE OF ANY ENCROACHMENTS ONTO OR OVER THE SUBJECT TRACT DURING THE TIME OF THIS SURVEY.
6. THERE WAS NO EVIDENCE OF ANY CEMETERIES, BURIAL GROUNDS OR ISOLATED GRAVE SITES LOCATED ON THE SUBJECT TRACT DURING THE TIME OF THIS SURVEY.
7. THERE WAS NO EVIDENCE OF SITE BEING USED AS A SOLID WASTE DUMP, SLUMP, OR SANITARY LANDFILL OBSERVED AT THE TIME OF THIS SURVEY.
8. ALL REBAR SET ARE 5/8" DIA. 30" LONG, W/ RED PLASTIC CAP STAMPED "LANDMARK SURVEY".

NOTES PER TITLE COMMITMENT:

THE FOLLOWING ITEMS ARE PER SCHEDULE B OF TITLE COMMITMENT NUMBER 116274 ISSUED BY STEWART TITLE GUARANTY COMPANY, WITH AN EFFECTIVE DATE OF MAY 17, 2023, AT 7:00 A.M.

- ITEM 11 EASEMENT APPEARING IN OFFICIAL RECORD 1280, PAGE 4, RECORDER'S OFFICE, DELAWARE COUNTY, OHIO, AFFECTS, SHOWN.
- ITEM 12 EASEMENT APPEARING IN OFFICIAL RECORD 472, PAGE 2170, RECORDER'S OFFICE, DELAWARE COUNTY, OHIO, AFFECTS, SHOWN.
- ITEM 13 EASEMENT APPEARING IN DEED BOOK 390, PAGE 555, RECORDER'S OFFICE, DELAWARE COUNTY, OHIO, AFFECTS, SHOWN.
- ITEM 14 EASEMENT APPEARING IN DEED BOOK 386, PAGE 490, RECORDER'S OFFICE, DELAWARE COUNTY, OHIO, AFFECTS, SHOWN.
- ITEM 15 EASEMENT APPEARING IN DEED BOOK 370, PAGE 58, RECORDER'S OFFICE, DELAWARE COUNTY, OHIO, AFFECTS, SHOWN.

UTILITY STATEMENT:

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

BASIS OF BEARINGS:

THE BEARINGS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD83 (GORS). SAID BEARINGS ORIGINATED FROM A FIELD TRAVERSE WHICH WAS REFERRED TO SAID COORDINATE SYSTEM BY GPS OBSERVATIONS AND OBSERVATIONS OF SELECTED STATIONS IN THE OHIO DEPARTMENT OF TRANSPORTATION REAL-TIME NETWORK. THE PORTION OF THE CENTERLINE OF LIBERTY ROAD, HAVING A BEARING OF S 2°45'23" W AND MONUMENTED AS SHOWN HEREON, IS DESIGNATED THE "BASIS OF BEARING" FOR THIS PLAT.

ZONING NOTE:

A CURRENT ZONING REPORT WAS NOT PROVIDED TO THE UNDERSIGNED PRIOR TO THE COMPLETION OF THIS SURVEY.

FLOOD ZONE NOTE:

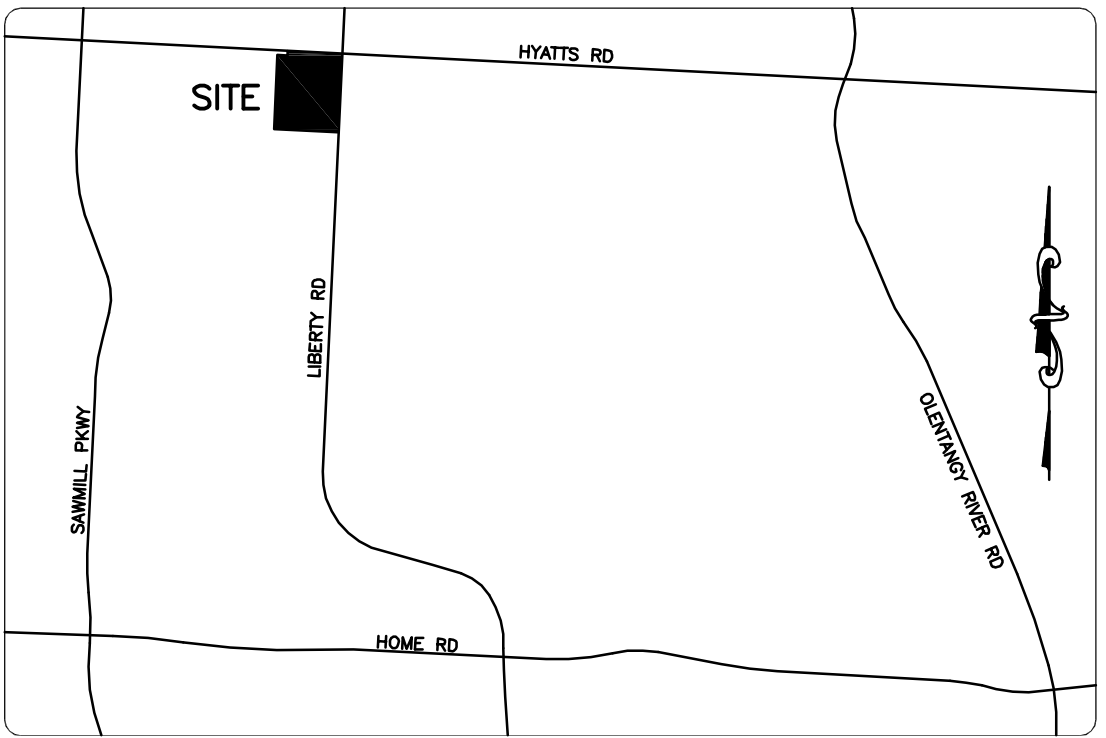
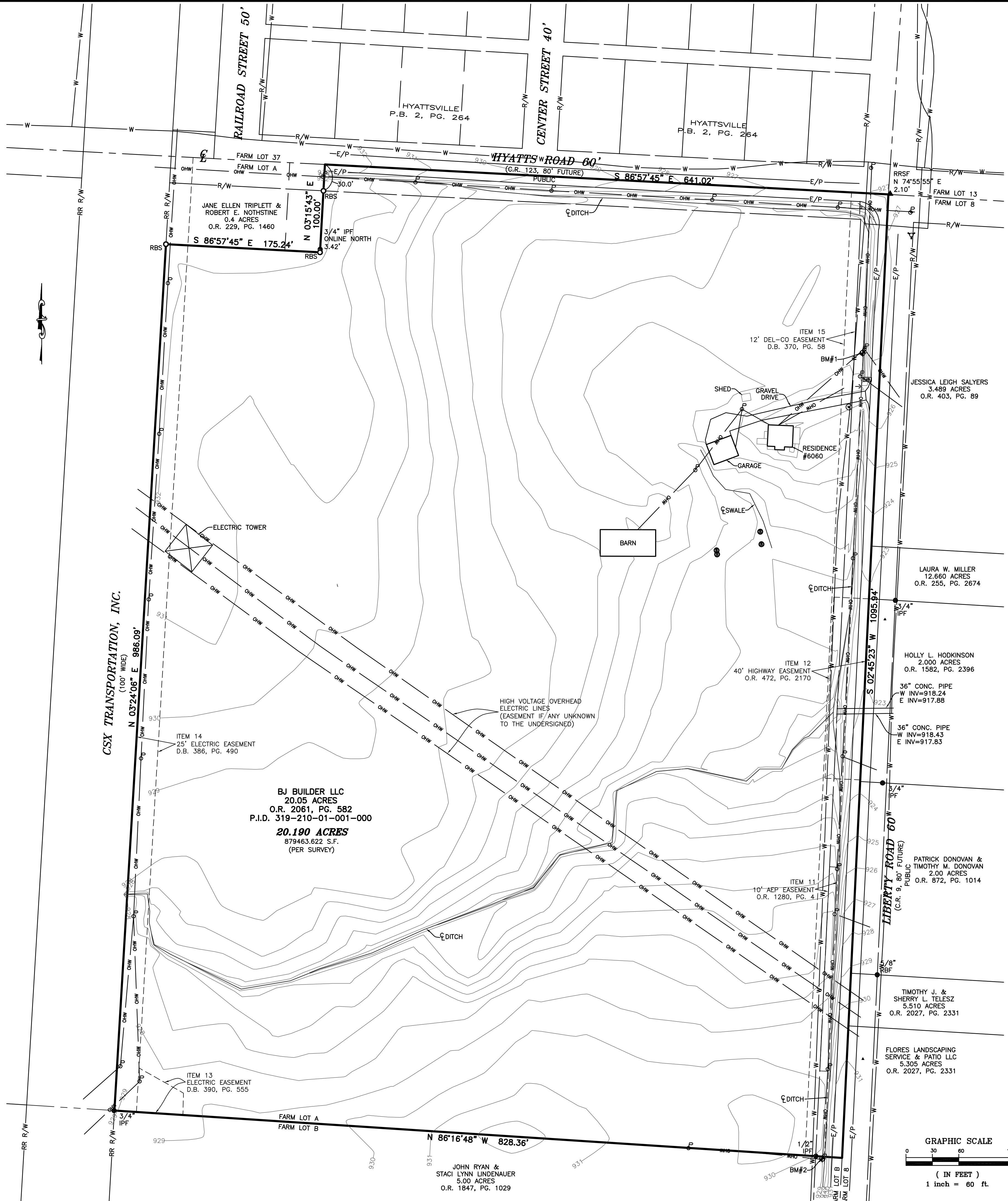
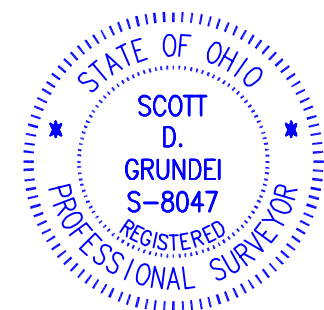
ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS NUMBER 390410022K, WITH AN EFFECTIVE DATE OF 4/16/2009, THE SUBJECT TRACT IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN).

CERTIFICATION:

TO: VERGE DEVELOPMENTS LLC, AN OHIO LIMITED LIABILITY COMPANY, STEWART TITLE GUARANTY COMPANY, THEIR SUCCESSORS AND/OR ASSIGNS.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS IN 2021, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7(A), 7(B), 8, 9, 11, 13, 16, 17, 18, 19, & 20(A) OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA AND NSPS AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, THE UNDERSIGNED FURTHER CERTIFIES THAT THE SURVEY MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE "MINIMUM ANGLE, DISTANCE, AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS WHICH CONTROL LAND BOUNDARIES FOR ALTA/NSPS LAND TITLE SURVEYS." THE FIELD WORK WAS COMPLETED IN NOVEMBER OF 2023.

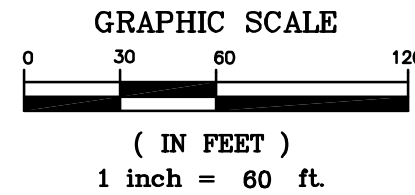
SCOTT D. GRUNDEI
 11/20/23
 SCOTT D. GRUNDEI, P.S.
 REGISTERED SURVEYOR NO. 8047



VICINITY MAP
 NOT TO SCALE

BENCHMARKS:
 BENCHMARKS ARE BASED ON GPS OBSERVATION NAVD 88 DATUM (2011).
 BM#1 BEING A RAILROAD SPIKE SET IN THE SIDE OF A UTILITY POLE LOCATED ON THE WEST SIDE OF LIBERTY ROAD, 150 FEET SOUTH OF HYATTS ROAD, 11 FEET & WEST OF THE EDGE OF PAVEMENT OF LIBERTY ROAD.
 ELEV=925.68 (NAVD 88)
 BM#2 BEING A RAILROAD SPIKE SET IN THE SIDE OF A UTILITY POLE LOCATED ON THE WEST SIDE OF LIBERTY ROAD, 1098 FEET SOUTH OF HYATTS ROAD, 11 FEET & WEST OF THE EDGE OF PAVEMENT OF LIBERTY ROAD.
 ELEV=925.75 (NAVD 88)

- LEGEND**
- IRON PIN FOUND
 - ▲ RAILROAD SPIKE FOUND
 - REBAR SET
 - ⊕ POWER POLE
 - GUY WIRE ANCHOR
 - ⊕ SEPTIC
 - ⊕ FIRE HYDRANT
 - ⊕ WATER VALVE
 - OVERHEAD UTILITY WIRES
 - UNDERGROUND WATERLINE (APPROXIMATE LOCATION PER DEL-CO WATER)
 - EXISTING CONTOUR LINE
 - FENCE LINE
 - E/P EDGE OF PAVEMENT
 - E/B EDGE OF BERM



ALTA/NSPS LAND TITLE SURVEY OF
**6060 LIBERTY ROAD
 POWELL, OHIO 43065**
 LYING IN
 FARM LOT A, SECTION 2, TOWNSHIP 3, RANGE 19
 UNITED STATES MILITARY LANDS
 TOWNSHIP OF LIBERTY, COUNTY OF DELAWARE
 STATE OF OHIO

LANDMARK SURVEY GROUP
 690 LAKEVIEW PLAZA BLVD. SUITE A
 WORTHINGTON OH. 43085
 PHONE: (614) 485-9000
 WWW.LANDMARKSURVEY.COM
 DATE: 11/14/23 FILE NO. ALTA1-JOB44-ALT
 REV. DATE DESCRIPTION

F. J. Hack

Mr. F. J. Hack

RFD Powell, Ohio

Dr. No.

W. O. 600/1584-1/2-150

This Indenture, made this 14th day of April 1952

by and between F. J. Hack and Alma N. Hack

his wife (or unmarried) of the County of Delaware State of Ohio, partles of the first part, and THE OHIO POWER COMPANY, a corporation organized and existing under the laws of the State of Ohio, party of the second part.

Witnesseth: That for and in consideration of the sum of One Dollar in hand paid to the parties of the first part by the party of the second part, the receipt of which is hereby acknowledged, said parties of the first part hereby grant, bargain, sell, convey, and warrant to the party of the second part, its successors and assigns forever, a right of way and easement with the right, privilege, and authority to said party of the second part, its successors, assigns, lessees, and tenants to construct, erect, operate and maintain a line of towers and wires for the purpose of transmitting electric or other power, in, on, along, over, through or across the following described lands situated in

Liberty Township, in the County of Delaware in the State of Ohio, and part of

Section No. A U.S. Military Land Township No. 3N and Range No. 19W and bounded:

On the North by the lands of E.M. Jackson et ux - E.L. Organ - J.P. Curmode - North of Lot Line of Lot A

F. J. Hack

Grantee hereby agrees that in exercising its right of ingress and egress over the lands of the Grantor as provided in attached easement it will use such reasonable route as shall be designated by the Grantor or tenant and said Grantor, heirs or assigns, hereby agrees to designate such reasonable route when requested by Grantee, its successors and assigns so to do.

said premises or the premises of the parties of the first part adjoining the same on either side, any building, structure, branches or other obstructions which may endanger the safety or interfere with the use of said towers or fixtures or wires attached thereto or any structure on said premises, and the right of ingress and egress to and over said above described premises, and any of the adjoining lands of the parties of the first part, at any and all times, for the purpose of patrolling the line, of repairing, renewing or adding to the number of said towers, structures, fixtures and wires, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any or all of said improvements erected upon, over, or on said land, together with the rights, easements, privileges and appurtenances in or to said lands which may be required for the full enjoyment of the rights herein granted; provided however, the said THE OHIO POWER COMPANY, its successors or assigns, shall further pay to me/us or my/our heirs or assigns, the sum of Fifty Dollars (\$50.00) for each tower erected on said lands, hereinbefore described, from time to time, whenever and as soon as any towers are erected thereon. Grantee will immediately repair or replace all fences, gates, drains and ditches damaged or destroyed by it on said premises or pay Grantor all damages done to the fences, drains, ditches, crops and stock on the premises herein described, caused by the construction, operation and maintenance of said lines. It is understood and agreed between the parties hereto that no building or structure shall be placed by the grantors herein, their heirs, successors, lessees, or assigns, under or within fifty (50) feet (measured horizontally) of any tower or wire to be constructed over said premises. All claims for damages caused in the operation and maintenance of said lines, shall be made at the office of the Grantee at 21 South First Street, Newark, Ohio, or mailed to P. O. Box 911, Newark, Ohio, within thirty days after such damages accrue. If Grantor and Grantee cannot agree on the amount of damages, the same shall be arbitrated. Any trees cut will be paid for by Board Measure, using Scribner's Lumber Rules, at the market price in vicinity, and this indenture contains all agreements, expressed or implied, between the parties hereto.

On Have and in Hold the same unto said party of the second part, its successors and assigns.

In Witness Whereof, the parties of the first part have hereunto set their hands the day and year first above written.

Signed and Acknowledged in the presence of:

James S. Johnson
Laura Weinstock
Laura Weinstock

F. J. Hack
Alma N. Hack

\$250.00 Two hundred fifty

57833

THE STATE OF OHIO, }
Delaware County } ss.

Before me, a Notary Public

in and for said County, personally appeared the above named F. J. Hock and

Alma M. Hock

who acknowledged that they did sign the within instrument and that the same is their free act and deed.

IT WITNESS WHEREOF, I have hereunto set my hand and official seal on this 14th day of April, A. D. 1952.

Laura Weinstock
Notary Public.

My commission expires Oct 29, 1952

Laura Weinstock

THE STATE OF OHIO, }
County } ss.

Before me, a

in and for said County, personally appeared the above named

who acknowledged that

free act and deed.

IT WITNESS WHEREOF, I have hereunto set my hand and official seal on this day of A. D. 19

did sign the within instrument and that the same is

Notary Public.

My commission expires, 19

THE STATE OF OHIO, }
County } ss.

Before me, a

in and for said County, personally appeared the above named

who acknowledged that

free act and deed.

IT WITNESS WHEREOF, I have hereunto set my hand and official seal on this day of A. D. 19

did sign the within instrument and that the same is

Notary Public.

My commission expires, 19

Name F. J. Hock
Address 411, Powell, Ohio
Lina Central-Eastman
Eas. No. 42 Map No. 1866

[Handwritten signature and stamp]

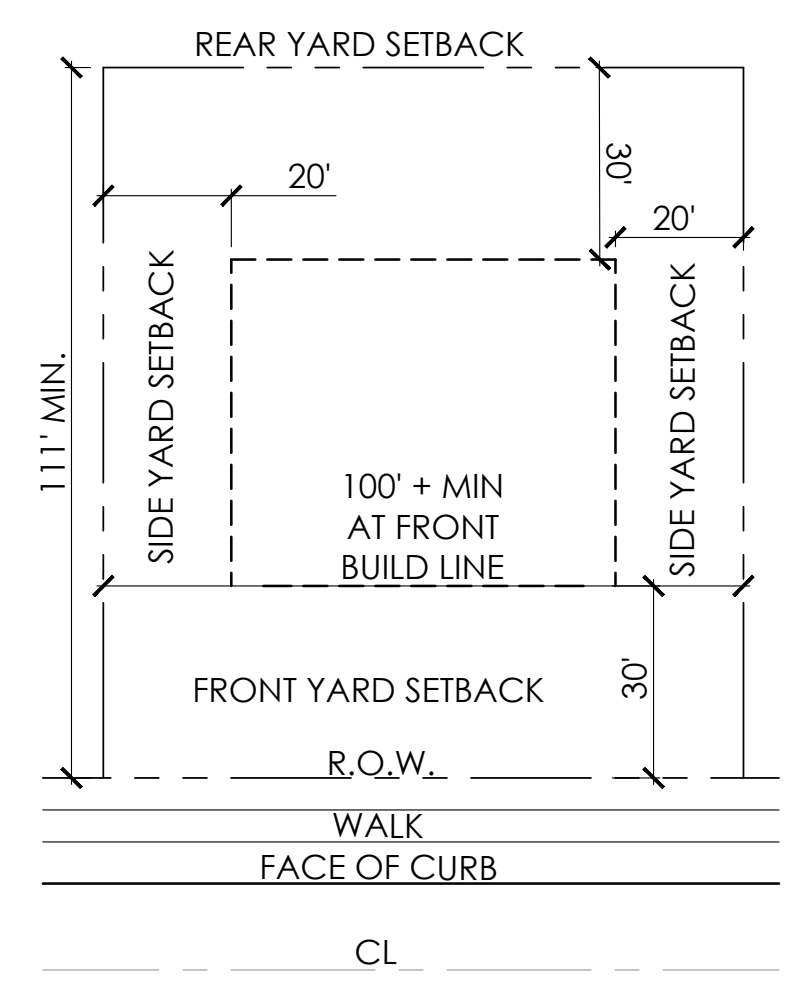
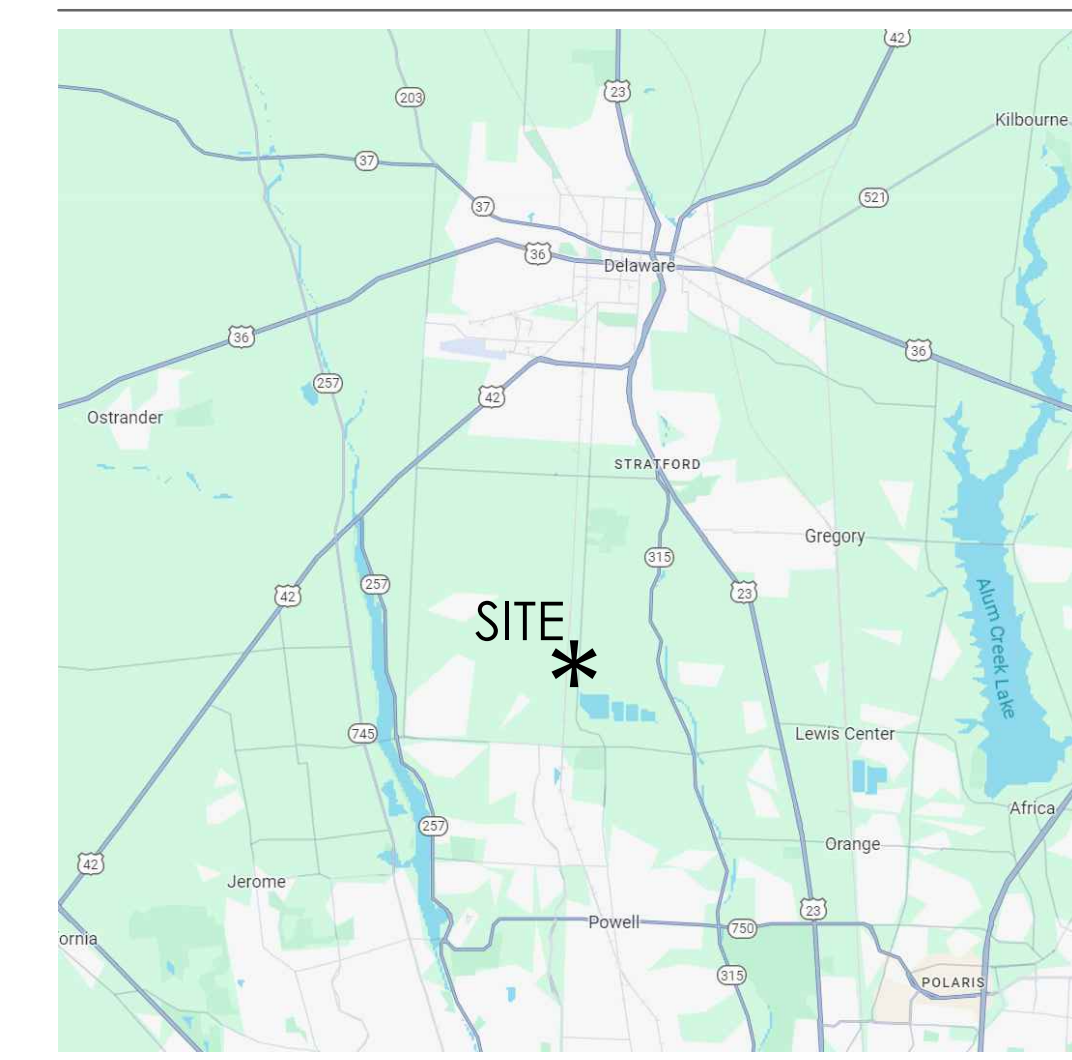
*Transfer not necessary
May 20-1952
J. A. Samsone
Co. Auditor*

Received for Record 63271 1952
Recorded in Deed Records May 22, 1952
Volume 242 Page 27
of Record Recorder
State of Ohio County

TAB 3 – EXHIBITS 'C-1 through C-4' – Preliminary Development Plan, Existing Features Plan, Net Developable Plan, and Illustrative Plan

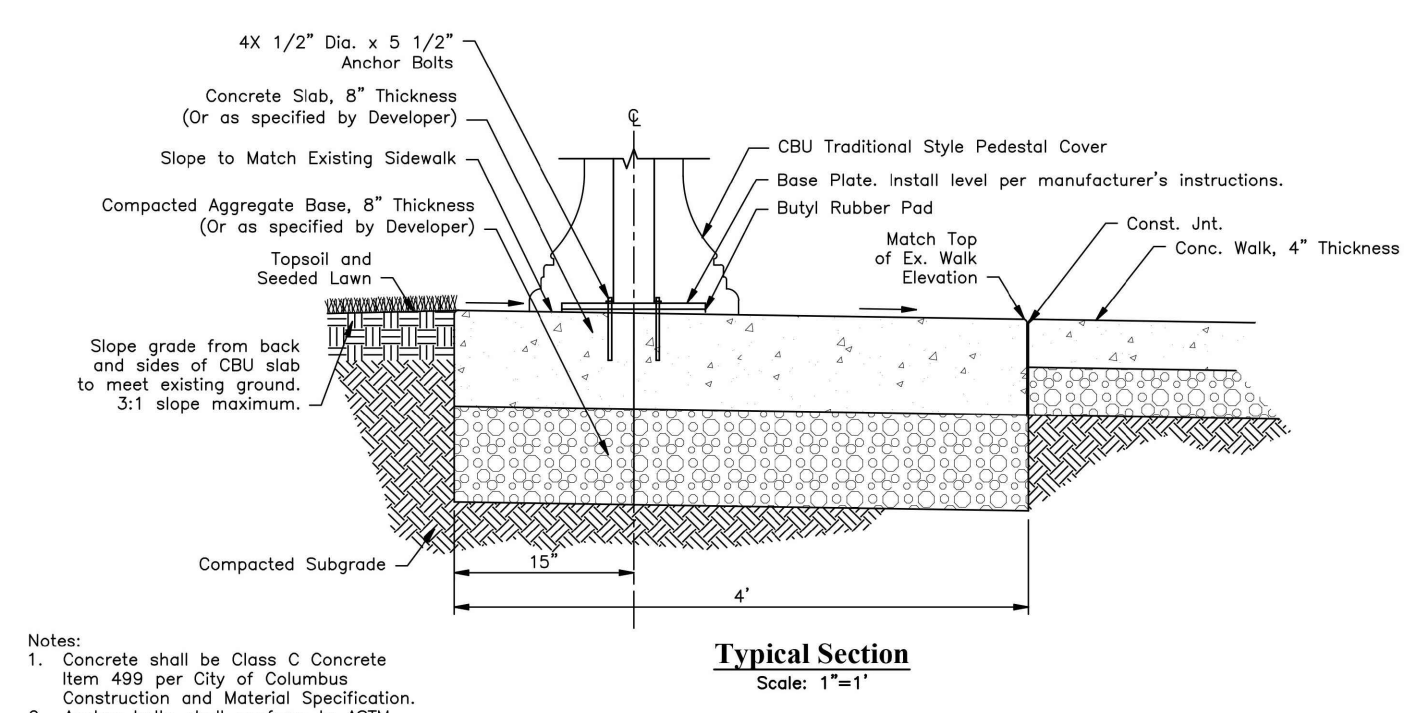
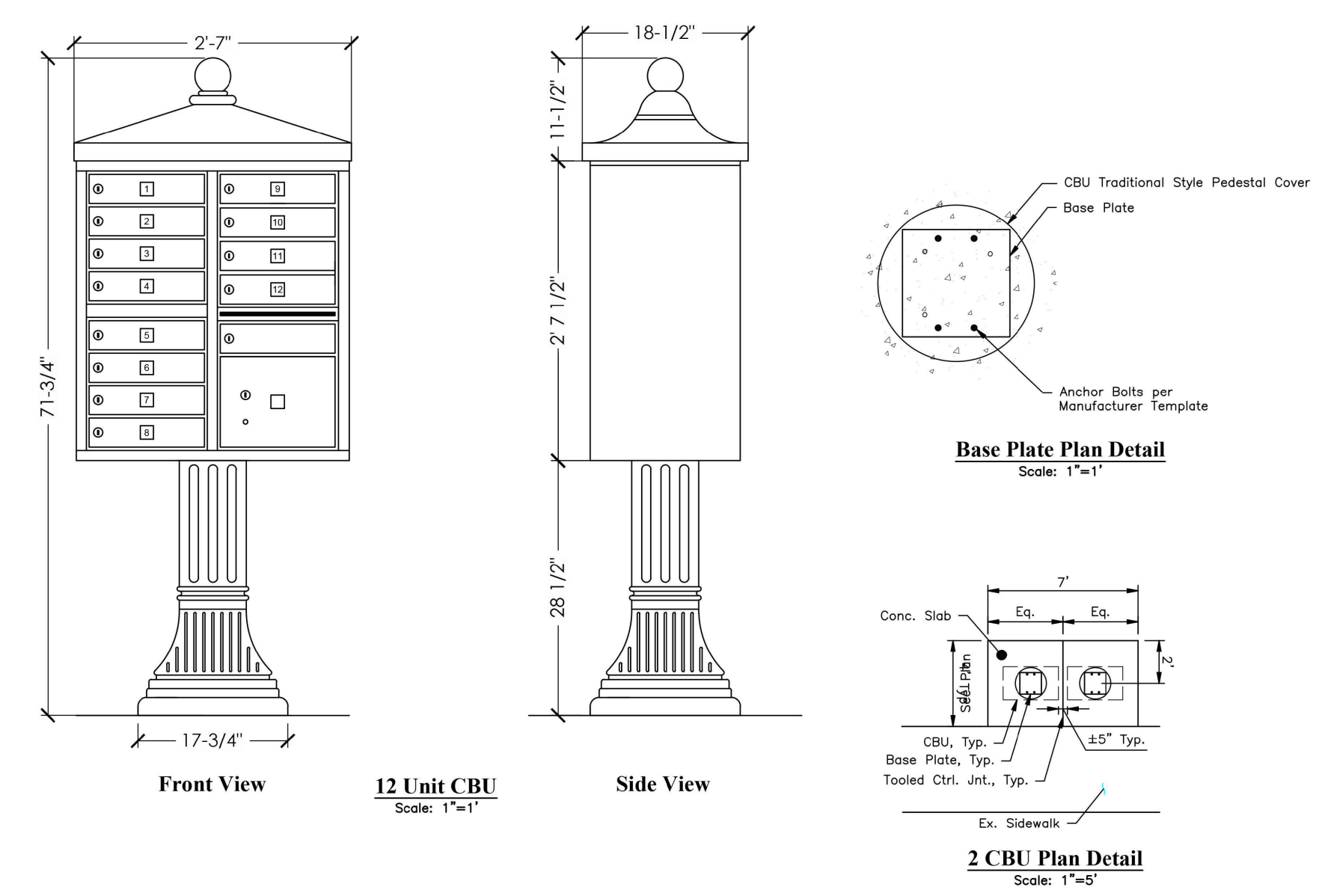


VICINITY MAP



1 TYPICAL/MINIMUM LOT CONFIGURATION
SCALE: 1:30

SITE DATA	
TOTAL ACRES	±20.05 AC
TOTAL NET ACRES	±14.33 AC
TOTAL UNITS	17 UNITS
GROSS DENSITY	±0.847 D.U./AC.
NET DENSITY	±1.19 D.U./AC.
TOTAL OPEN SPACE ACRES (INCLUDING ENTIRE POWERLINE/POND/AC)	±7.68 AC (±38%)
TOTAL OPEN SPACE ACRES (EXCLUDES ENTIRE POWERLINE/POND AC COVER 13%)	±6.21 AC (±31%)



Notes:
1. Concrete shall be Class C Concrete Item 499 per City of Columbus Construction and Material Specification.
2. Anchor bolts shall conform to ASTM A193, Grade B9M, Type 316 Stainless Steel, or per CBU Manufacturer specifications. Verify anchor bolt requirements with CBU Manufacturer.

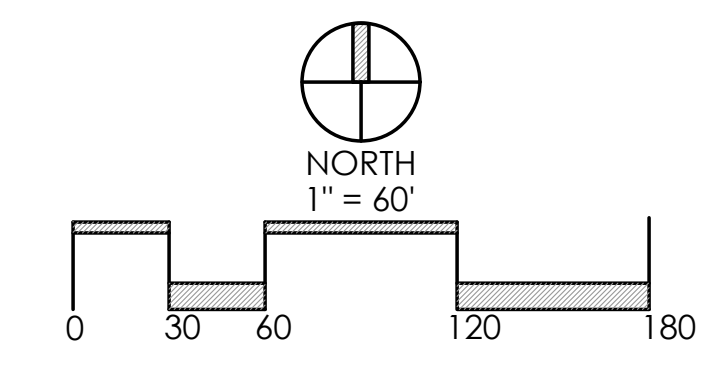
2 12 UNIT CBU
SCALE: N.T.S.

PRELIMINARY DEVELOPMENT PLAN

EXHIBIT C-1

LIBERTY PLACE

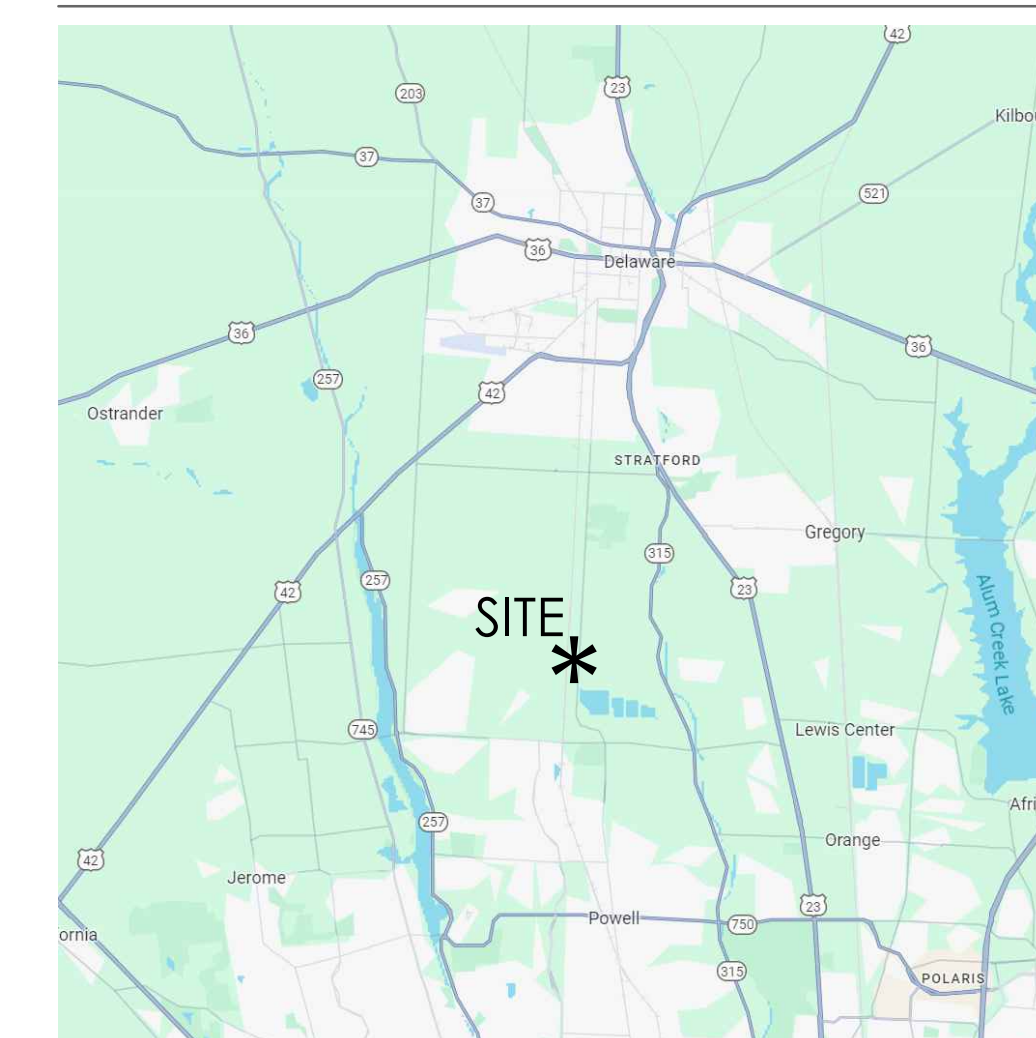
PREPARED FOR BJ BUILDERS, INC
DATE: 11.12.24



Faris Planning & Design

LAND PLANNING LANDSCAPE ARCHITECTURE
4874 Cemetery Road Hilliard, OH 43026
p (614) 487-1964 www.farisplanninganddesign.com

VICINITY MAP

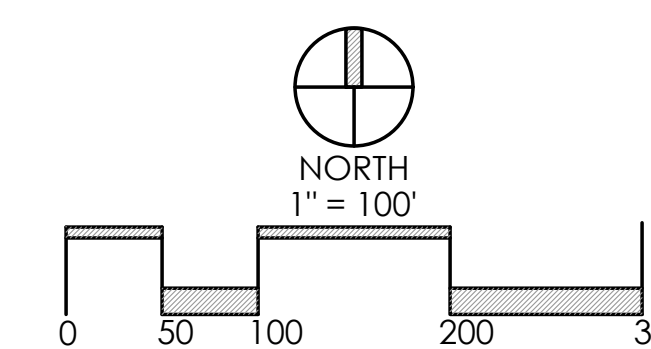


EXISTING CONDITIONS PLAN

LIBERTY PLACE

PREPARED FOR BJ BUILDERS, INC
DATE: 11.12.24

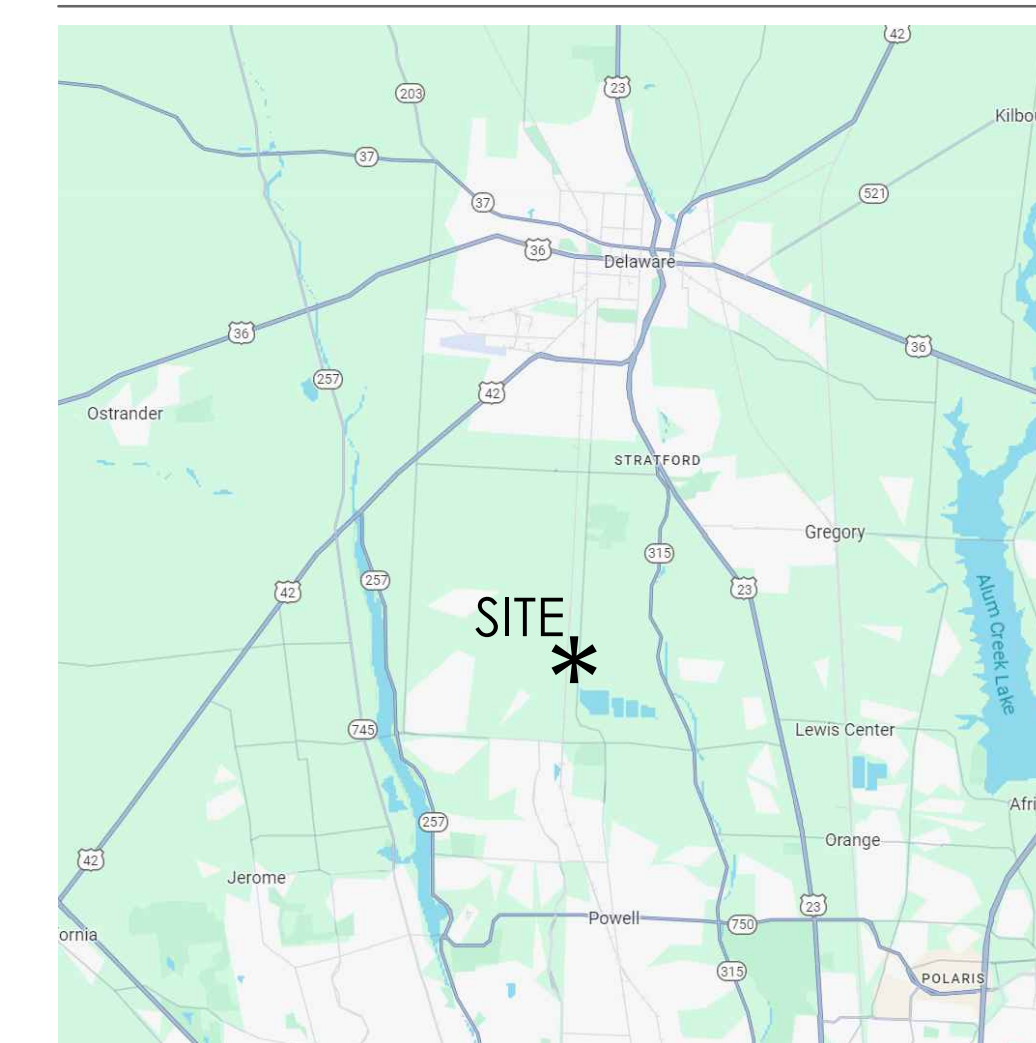
EXHIBIT C-2



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VICINITY MAP



SITE DATA

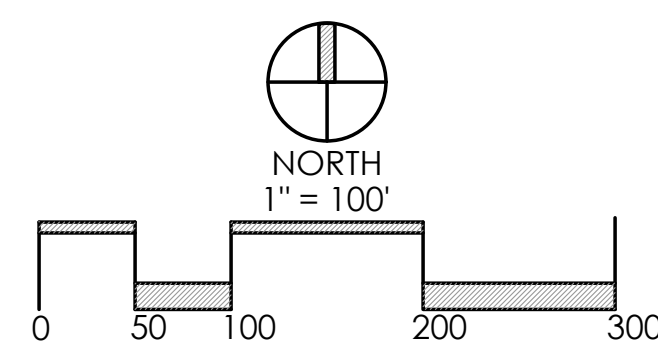
TOTAL ACRES	±20.05 AC
TOTAL NET ACRES	±14.33 AC
NET DEVELOPABLE CALCULATIONS (NET DEVELOPABLE AREA = GROSS ACREAGE - 15% GROSS AC - ACREAGE OF JURISDICTIONAL WETLANDS - ACREAGE WITHIN 100 YR FLOOD - ACREAGE OF AREA >20% SLOPE - ACREAGE OF UTILITY RIGHT OF WAY AND EASEMENTS - ACREAGE OF EXISTING WATERBODIES)	
NDA = (GROSS AC * 0.85) - EASEMENTS = ANSWER	
NDA = (20.05 * 0.85) - 2.71 = 14.33	



NET DEVELOPABLE PLAN

LIBERTY PLACE
 PREPARED FOR BJ BUILDERS, INC
 DATE: 11.12.24

EXHIBIT C-3



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 LAND PLANNING LANDSCAPE ARCHITECTURE
 4876 Cemetery Road Hilliard, OH 43026
 p (614) 487-1964 www.farisplanninganddesign.com



SITE DATA	
TOTAL ACRES	±20.05 AC
TOTAL NET ACRES	±14.33 AC
TOTAL UNITS	17 UNITS
GROSS DENSITY	±0.85 D.U./AC.
NET DENSITY	±1.19 D.U./AC.
TOTAL OPEN SPACE ACRES (INCLUDING 15% ALLOWANCE IN EASEMENTS AND PONDS)	±6.21 AC (±31%)
TOTAL OPEN SPACE ACRES (EXCLUDES ENTIRE EASEMENT AND POND AC OVER 15%)	±5.61 AC (±28%)
TOTAL OPEN SPACE ACRES	±7.68 AC (±38%)

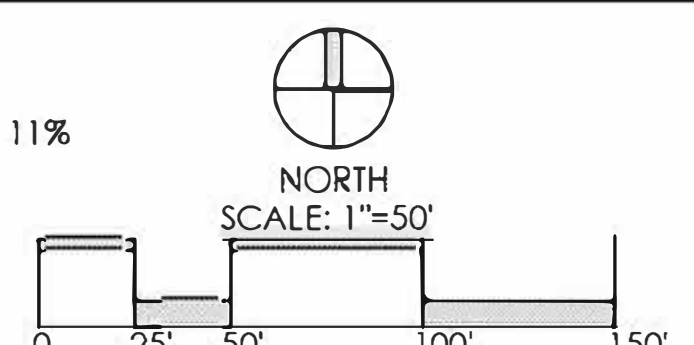
ILLUSTRATIVE SITE PLAN

EXHIBIT C-4

LIBERTY PLACE

PREPARED FOR BJ BUILDERS
DATE: 11.12.24

*PERCENTAGE OF REQ. OPEN SPACE ALLOWED WITHIN POND = 4%
PERCENTAGE OF REQ. OPEN SPACE ALLOWED UNDER POWERLINE = 11%



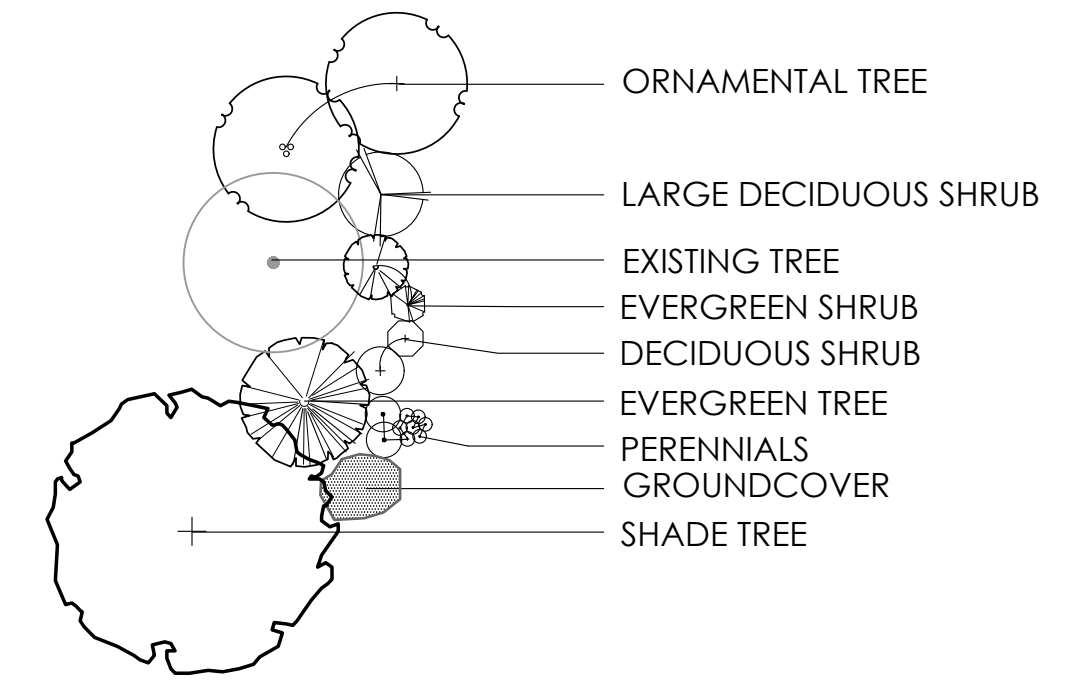
Faris Planning & Design

LAND PLANNING LANDSCAPE ARCHITECTURE
4876 Cemetery Road Hilliard, OH 43026
p (614) 487-1964 www.farisplanninganddesign.com

TAB 4 – EXHIBITS 'D-1 through D-3' – Overall Landscape Plans, Landscape Enlargement Plans, and Open Space Plan

PLANT KEY TYPICALS

SEE PLANT LIST FOR SPECIFIC PLANT SPECIES

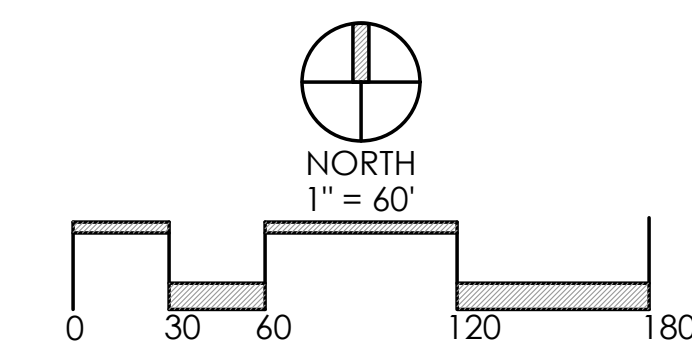


OVERALL LANDSCAPE PLAN

EXHIBIT D-1

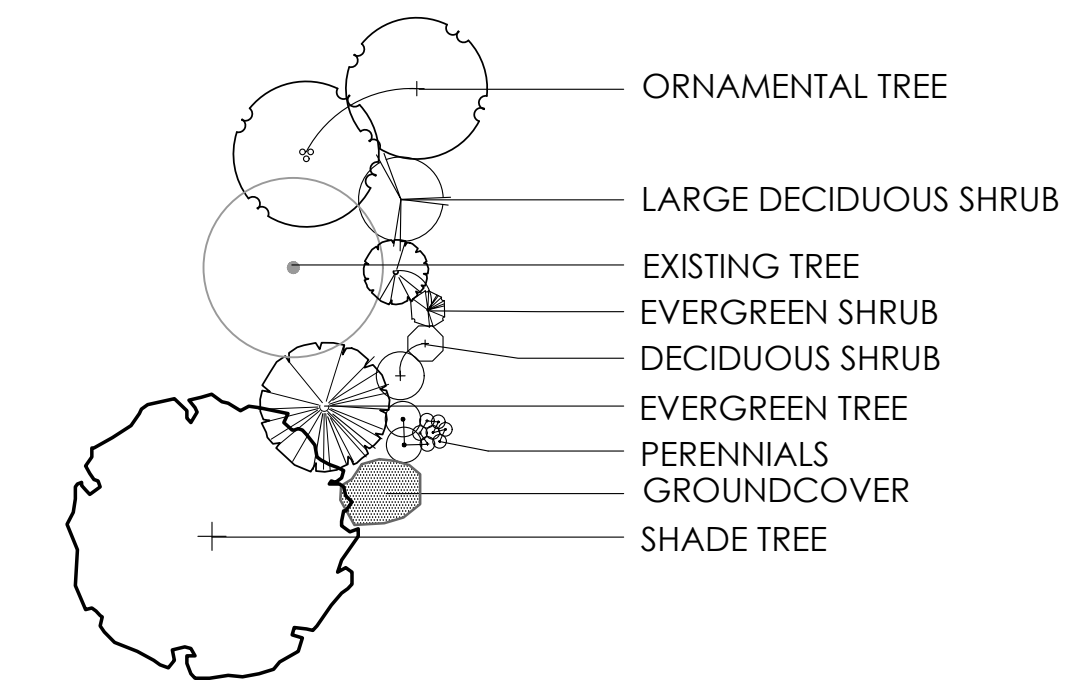
LIBERTY PLACE

PREPARED FOR BJ BUILDERS, INC
DATE: 11.12.24

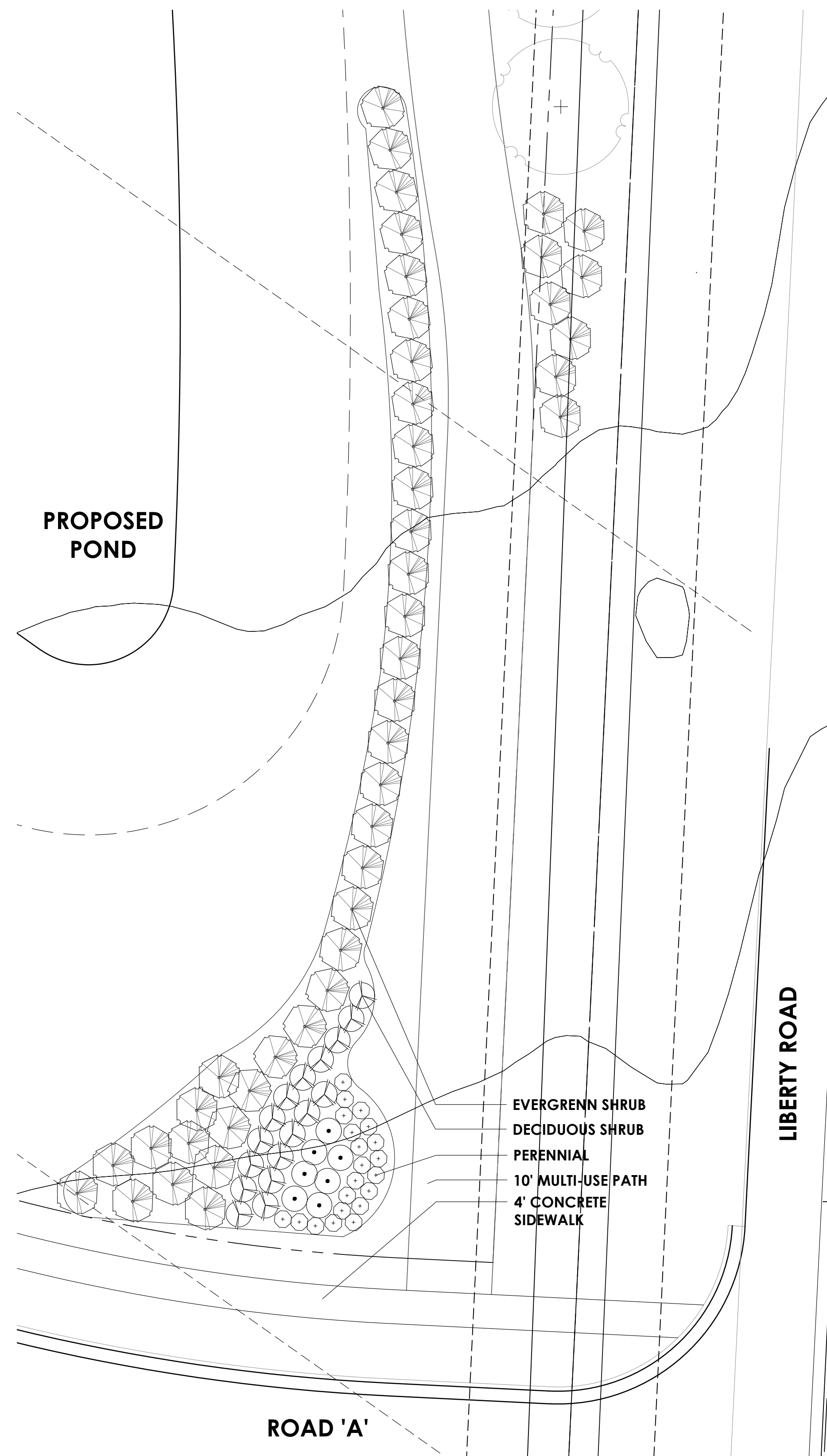


PLANT KEY TYPICALS

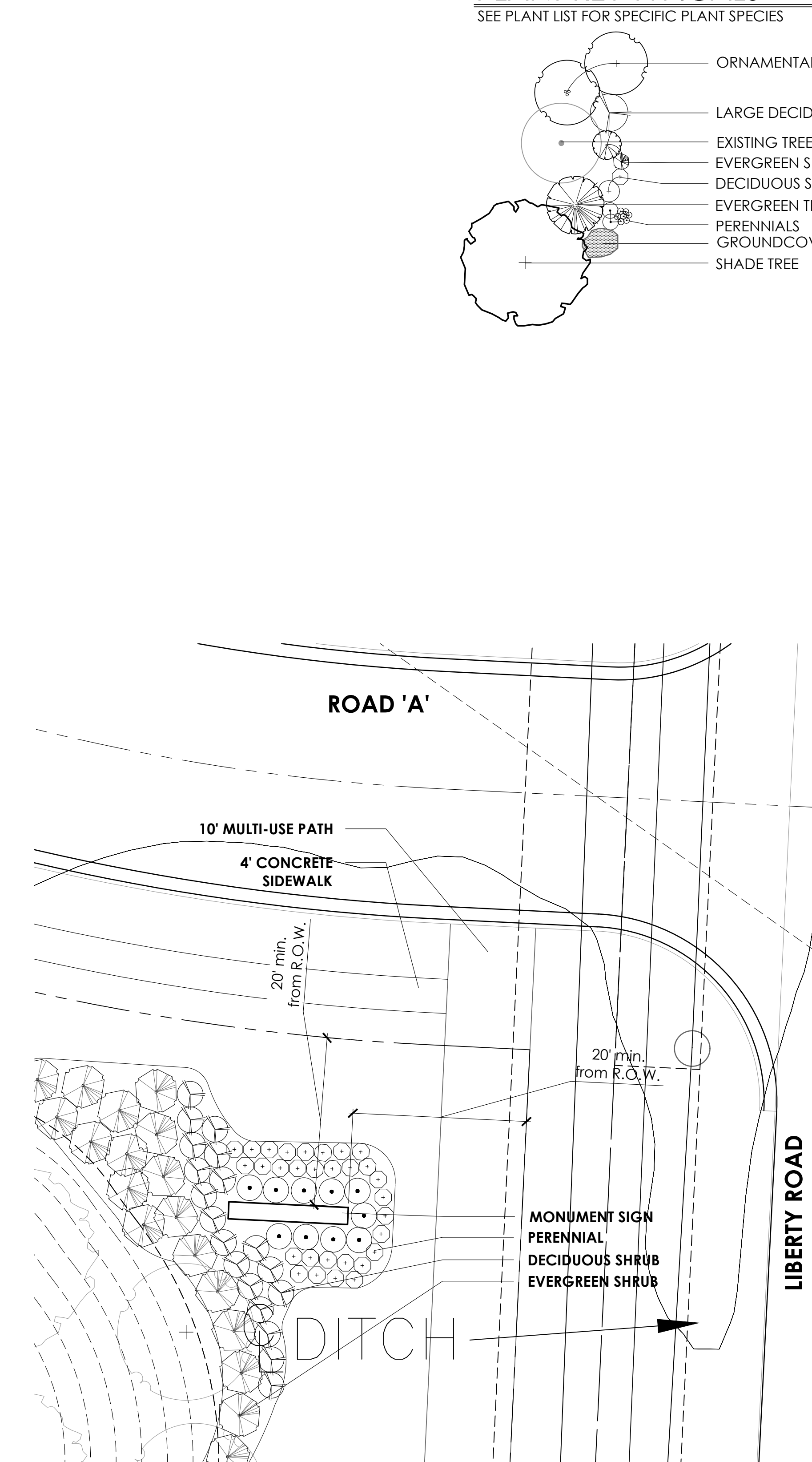
SEE PLANT LIST FOR SPECIFIC PLANT SPECIES



③ ENTRY MONUMENT SIGN
SCALE: N.T.S



② ENTRY FEATURE LANDSCAPE ENLARGEMENT PLAN - NORTH
SCALE: 1" = 10'



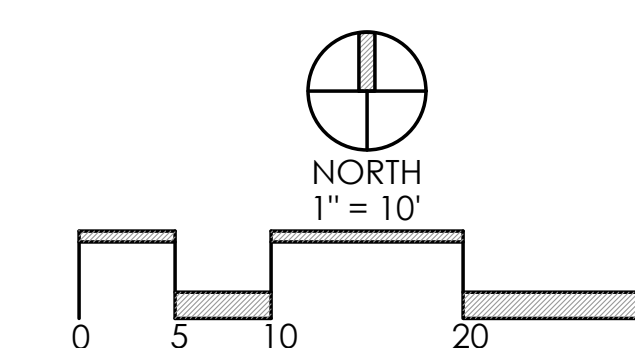
① ENTRY SIGN LANDSCAPE ENLARGEMENT PLAN - SOUTH
SCALE: 1" = 10'

LANDSCAPE ENLARGEMENT PLANS AND SIGNAGE

EXHIBIT D-2

LIBERTY PLACE

PREPARED FOR BJ BUILDERS, INC
DATE: 11.12.24



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LAND PLANNING LANDSCAPE ARCHITECTURE
4874 Cemetery Road Hilliard, OH 43026
p (614) 487-1964 www.farisplanninganddesign.com



OPEN SPACE DATA	
TOTAL ACRES	±20.05 AC
OPEN SPACE REQUIRED (20% GROSS AC)	±4.01 AC
REQUIRED OPEN SPACE ALLOWED IN POWERLINES/PONDS (15% OF REQUIRED OPEN SPACE)	±0.6 AC
OPEN SPACE OUTSIDE OF PONDS AND EASEMENTS COUNTED TOWARDS REQUIREMENT	±5.61 AC (±28%)
OPEN SPACE INCLUDING 15% ALLOWANCE IN EASEMENTS COUNTED TOWARDS REQUIREMENT	±6.21 AC (±31%)
TOTAL OPEN SPACE IN EASEMENTS & PONDS	±2.07
OPEN SPACE IN EASEMENTS & PONDS NOT COUNTED TOWARDS REQUIREMENT	±1.47
TOTAL OPEN SPACE	±7.68 AC (±38%)

KEY

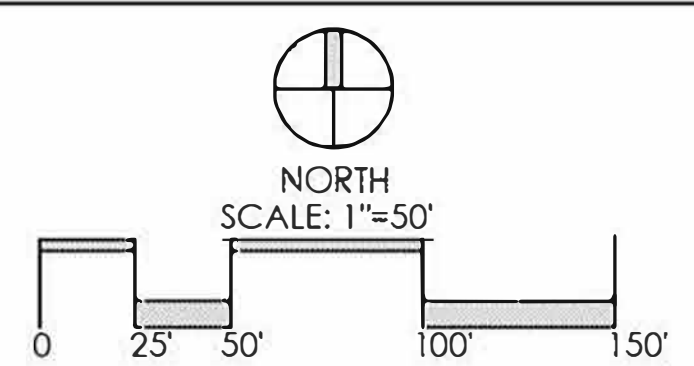
- AREA NOT COUNTED AS OPEN SPACE
- 15% ALLOWED TO COUNT AS OPEN SPACE

OPEN SPACE PLAN

EXHIBIT D-3

LIBERTY PLACE

PREPARED FOR BJ BUILDERS
DATE: 11.12.24



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LAND PLANNING LANDSCAPE ARCHITECTURE

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TAB 5 – EXHIBITS 'E-1 through E-7' – Conceptual Utility Plans and Utility Service Letters



Delaware County

Regional Sewer District

Director/Sanitary Engineer
Tiffany M. Maag, P.E.

April 12, 2024

Eric Chenevey, PE
Arcadis
8101 N High Street, Ste 100
Columbus, OH 43235

sent via email: eric.chenevey@arcadis.com

Re: **Serviceability Request**
Hyatts Road and Liberty Road
Parcel: 31921001001000

Dear Mr. Chenevey:

Pursuant to your request for a sanitary sewer service letter for the aforementioned parcels, we offer the following conditional sanitary sewer availability:

Availability

The Delaware County Sanitary Engineer's Office can confirm that public sanitary sewer is available to serve the above referenced parcel provided that the development obtain sanitary service via the existing 24" sanitary sewer south of the property or the 8" sewer southeast of the Parcel in the Nelson Farms Section 3 development.

Capacity

Capacity is available to serve the proposed development. Capacity for the proposed development is **not reserved** until such time that all the requirements for the sewer extension or commercial tap permit have been fulfilled. Sewer capacity is dynamic and subject to decrease pending ongoing development.

If you should have any questions or concerns about this correspondence, please feel free to contact me.

Sincerely,

Kelly Thiel
Kelly Thiel
Staff Engineer III

EXHIBIT E-2

Officers

PAMALA L. HAWK
President
PERRY K. TUDOR
Vice President
ROBERT W. JENKINS
Secretary
G. MICHAEL DICKEY
Treasurer
GLENN MARZLUF
General Manager/CEO
BRIAN COGHLAN
Chief Operating Officer



6658 OLENTANGY RIVER ROAD
DELAWARE, OHIO 43015
www.delcowater.org
Phone (740) 548-7746 • (800) 521-6779

Directors

MARC A. ARMSTRONG

DAVID A. BENDER

DOUGLAS D. DAWSON

TIMOTHY D. MCNAMARA

MICHAEL (NICK) D. SHEETS

April 9, 2024

Eric Chenevey:

Via Email: eric.chenevey@arcadis.com

Dear Mr. Chenevey:

Please know that Del-Co Water can continue to provide water service to the site described below upon plan approval and payment of the required fees:

Proposed Land Use: Residential, Parcel 319-210-010-01-000
Location: 6060 Liberty Rd
Land Size: ±19.6 acres

This site can be served from an existing 12-inch water main on the west side of Liberty Rd.

This letter of water availability is valid for a period of one year from the date of this letter. Del-Co makes no guarantee of water availability beyond this period. Contact our Engineering Department if you have any questions on the plan review process, or our Customer Service Department for information on tap fees.

Sincerely,
DEL-CO WATER COMPANY, INC.

A handwritten signature in blue ink, appearing to read "Darrell Miller".

Darrell S. Miller, P.E.
Capital Projects Manager



An **AEP** Company

BOUNDLESS ENERGY™

4/8/2024

Eric Chenevey PE
Arcadis
8101 N High St, Suite 100
Columbus, OH 43235
Eric.chenevey@arcadis.com
(614) 818-4900 x2041

RE: AEP Ohio Electric Service for Residential Development (P.I.D.31921001001000)

Dear Eric,

Thank you for your interest in utilizing AEP Ohio to serve the electrical needs for the proposed project located on the southwest corner of **Hyatts Rd and Liberty Rd in Delaware, OH.**

Based on the information provided, we have reviewed our distribution system in the area and have determined the subject project or site is located within AEP Ohio service territory. The specific details of this service have not been developed and may include Contribution In Aid of Construction (CIAC) charges to the customer. Specific details and associated CIAC charges may include but are not limited to: customer and company responsibilities, service type & characteristics, cable/conductor routing, overall project timing, and labor & equipment costs.

A Letter of Agreement (LOA) will be required for distribution voltage retail loads greater than \$1,000,000 in total project costs and/or requesting over 10MW.

If you should have any questions regarding the electric service at this location, please feel free to contact me at (614) 883-7963 or eschaas@aep.com. To initiate the construction and service process please email the attached electrical request for to resdev@aep.com.

Sincerely,

Erik Schaas

Erik M. Schaas
Customer Design Manager
AEP Ohio

EXHIBIT E-4

Matt Poindexter

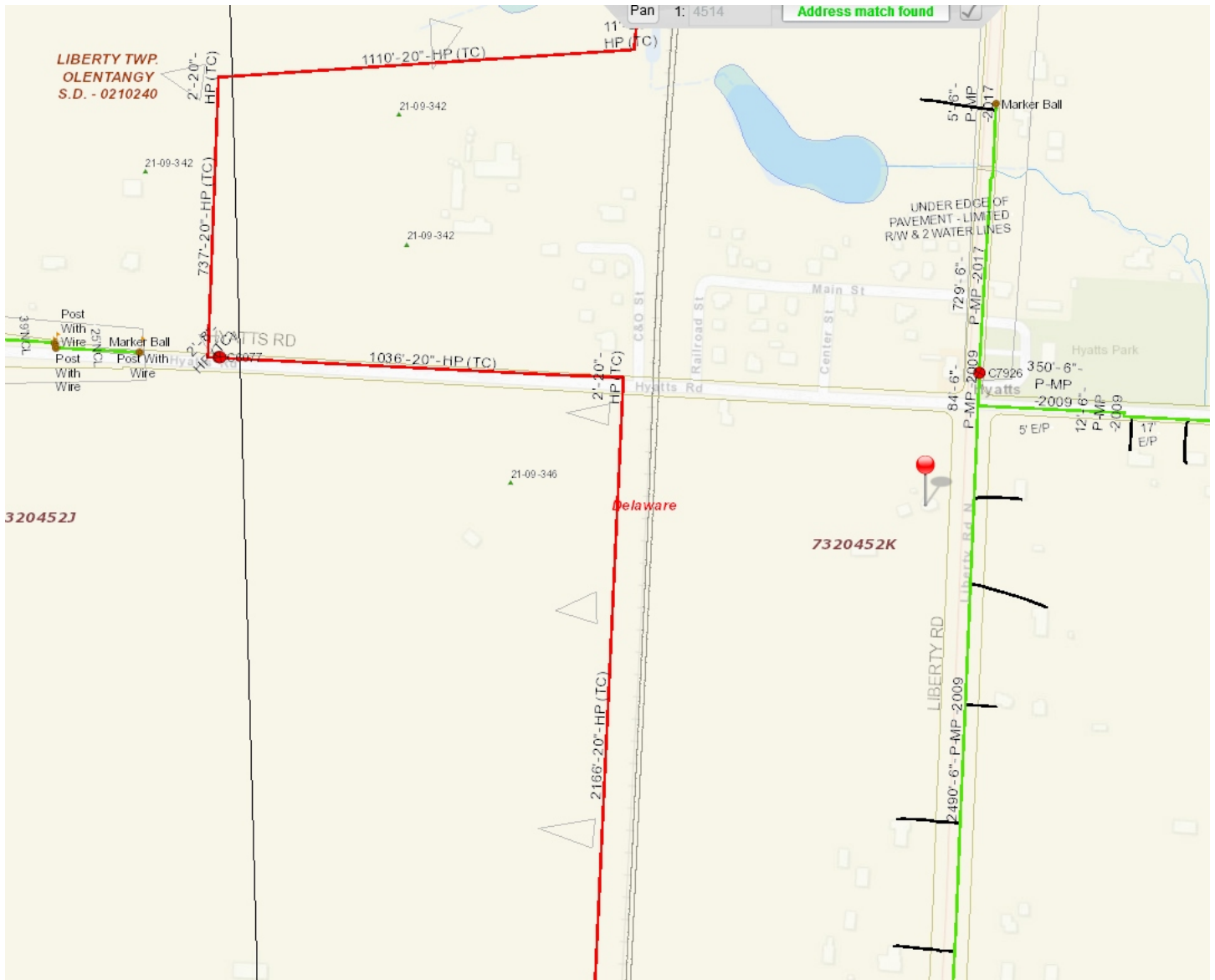
From: Schwarz \ Todd \ Patrick <TSchwarz@nisource.com>
Sent: Wednesday, November 16, 2022 1:42 PM
To: Matt Poindexter
Cc: Chris Lescody
Subject: RE: Vaughan + Co Headquarters - 6060 Liberty Road - Delaware County

We do not send out serviceability letters. Please see the screenshot of the gas mainline shown in green. We have a medium pressure main on Liberty. When final plans have been submitted I can work with my engineering team on design and to see if any up front cost needs paid by customer.

Although COH facilities may be in the vicinity of your proposed property, further investigation will need to take place for capacity. Once Attachment A of the Information Request Packet has been answered and returned and all other requested information is released to the COH New Business Team, gas availability and any capacity issues will be determined; as well as any deposit and/or Aid-To-Construction costs that may be required.

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

EXHIBIT E5



Todd Schwarz
Development Manager
Columbia Gas of Ohio
614-506-7023

From: Matt Poindexter <mpoindexter@epferris.com>
Sent: Wednesday, November 16, 2022 1:32 PM
To: Schwarz \ Todd \ Patrick <TSchwarz@nisource.com>
Cc: Chris Lescody <Cllescody@epferris.com>
Subject: Vaughan + Co Headquarters - 6060 Liberty Road - Delaware County

USE CAUTION: This email was sent from an external source. Think before you click links or open attachments. If suspicious, please forward to security@nisource.com for review.

Hi Todd,

We are working on another project at the southwest corner of Liberty Road and Hyatts Road. We are working on submitting a rezoning application for the mixed use development attached. The team is targeting a Dec. 12th application deadline. The development will contain an office, warehouse, and two special event centers.

LIBERTY TOWNSHIP

FIRE DEPARTMENT

Fire Station 321 - Headquarters
7761 Liberty Road
Powell, OH 43065
(740) 938-2021
Fax (740) 938-2031

James Reardon, Fire Chief
Office: (740) 938-2021
jreardon@libertytwp.org
www.libertytwp.org

Fire Station 322
10150 Sawmill Parkway
Powell, OH 43065
(740) 938-2022
Fax (740) 938-2032

April 8, 2024

Arcadis
Attn: Eric Chenevey
8101 North High St, Suite 100
Columbus, Ohio 43235

Regarding: Serviceability request for Liberty & Hyatts Subdivision

Mr. Chenevey,

The Liberty Township Fire Department can provide fire service to the following address in Liberty Township, Delaware County Ohio. Near the southwest corner of Hyatt's Rd. and Liberty Rd, Delaware County Parcel #31921001001000

A full size set of plans meeting the following requirements will need to be submitted for review and approval to:

Liberty Township Fire Prevention Bureau
10150 Sawmill Parkway
Powell, Ohio 43065

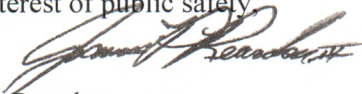
Construction documents, prepared by a registered design professional, shall be submitted to the Fire Code Official in the form and manner prescribed by OFC 105.4, *et seq.* The documents shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed and show in detail that it will conform to all provisions of the OFC, relevant laws, and this Supplement.

The submittal shall consist of two (2) identical sets of construction documents, one (1) paper media.

Paper Media: One (1) full sets of shop drawings on paper. Drawings shall be 30" X 42" at standard engineered scale (1:10, 1:20, 1:30, 1:40, 1:50, and 1:60). **Electronic:** 1 PDF copy on thumb drive.

If you should have any questions please contact Fire Marshal Gilbert at 740-938-2027 or at sgilbert@libertytwp.org.

In the interest of public safety,



James P. Reardon
Fire Chief
Liberty Township Fire Department #21-117

Cc: Shad Gilbert, Fire Marshal

EXHIBIT E-6

Training
Battalion Chief Duane Price
dprice@libertytwp.org

Professional Standards
Battalion Chief Ben Lovell
blovell@libertytwp.org

EMS
Battalion Chief Brian Niemet
bniemet@libertytwp.org



Delaware County Engineer

Chris Bauserman, P.E., P.S.

April 12th, 2024

Staci Hood
Liberty Township
7802 Liberty Road
Powell, Ohio 43065

Re: 6060 Liberty Road

Dear Staci:

The Delaware County Engineer's Office (DCEO) has reviewed the proposed conceptual layout submitted to our office on April 4th, 2024 for the potential development of 6060 Liberty Road. The proposed conceptual layout appears to be generally feasible. Stormwater management will be required to conform to current Delaware County Standards and is expected to be analyzed in more detail during the preliminary engineering phase.

We offer the following comments:

- 1) A traffic impact study is required. DCEO has received a TAS submission, but it has not yet been reviewed.
- 2) Note that a future roundabout is planned for the intersection of Hyatts Road and Liberty Road.
- 3) An adequate drainage outlet(s) must exist for the proposed development. A detailed stormwater management engineering report is required. Offsite drainage easements would need to be established and recorded prior to final plan approval. Overland flood routing to a detention facility and ultimate outlet is required and shall be part of the stormwater management report.
- 4) Mailbox NDCBU locations should be considered as early as possible to avoid conflicts with utilities or other infrastructure. They are required to be shown on Preliminary Engineering Plans but it would benefit all parties to show them on the Sketch Plan, Preliminary Plan, etc.
- 5) Drainage maintenance and drainage, erosion and sedimentation control (DESC) requirements will be required.

Please note that the reviewed plans are preliminary in nature and, therefore our comments address only the conceptual layout. Preliminary and/or Final Engineering Plans will need to be submitted that comply with the current edition of the Delaware County Engineer's Design, Construction and Surveying Standards Manual. All variances from the Delaware County Design, Construction and Surveying Standards Manual are required to be requested and approved prior to plan approval. Subject to the Township's approval, we will review the detailed engineering plans for this site.

Sincerely,

William Ferguson III, P.E.
Deputy Development Engineer

cc: Scott Sanders AICP, DCRPC
Eric Chenevey, PE, Arcadis

EXHIBIT E-7

TAB 6 – EXHIBIT 'F-1' – Architectural Elevations



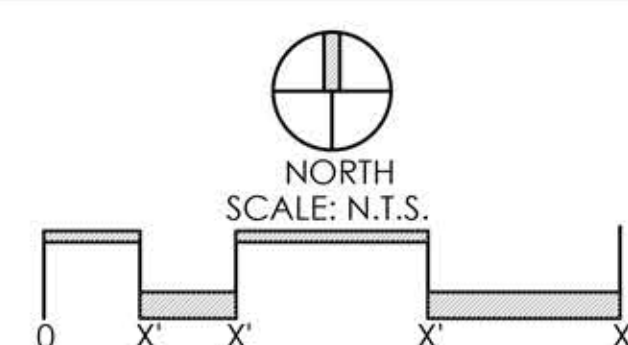
ARCHITECTURAL ELEVATIONS

EXHIBIT F-1

LIBERTY PLACE

PREPARED FOR BJ BUILDERS

DATE: 11.12.24



Faris Planning & Design

LAND PLANNING
4874 Cemetery
p (614) 487-1964

LANDSCAPE ARCHITECTURE
Hilliard, OH 43026
www.farisplanninganddesign.com

TAB 7 – EXHIBIT 'G-1' – Traffic Impact Study

6060 Liberty Road Traffic Access Study

Prepared For:

BJ Builder, LLC

Prepared By:



1900 Crown Park Court, Suite E
Columbus, OH 43235
(614) 914-5543
www.SmartServices-Inc.com

REV. 1.1: 11/2024
INITIAL: 4/2024

SSI Project #: 859201

© Smart Services, Inc., 2024
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6060 Liberty Road Traffic Access Study

Prepared For:

BJ Builder, LLC
2490 N High St, Suite 100
Columbus, OH 43202

Telephone: (614) 843-7333

Prepared By:

Smart Services, Inc.
1900 Crown Park Court, Suite E
Columbus, OH 43235

Telephone: (614) 914-5543
e-mail: pwilson@smartservices-inc.com

Under the direction of:



Registered Engineer No. E-82903, Ohio

11/11/2024
Date



REV. 1.1
11/2024

TABLE OF CONTENTS

Background	1
Existing Conditions	4
Projected Site Traffic	4
2025 & 2035 Traffic	6
Traffic Analysis	9
Conclusions	11

APPENDIX

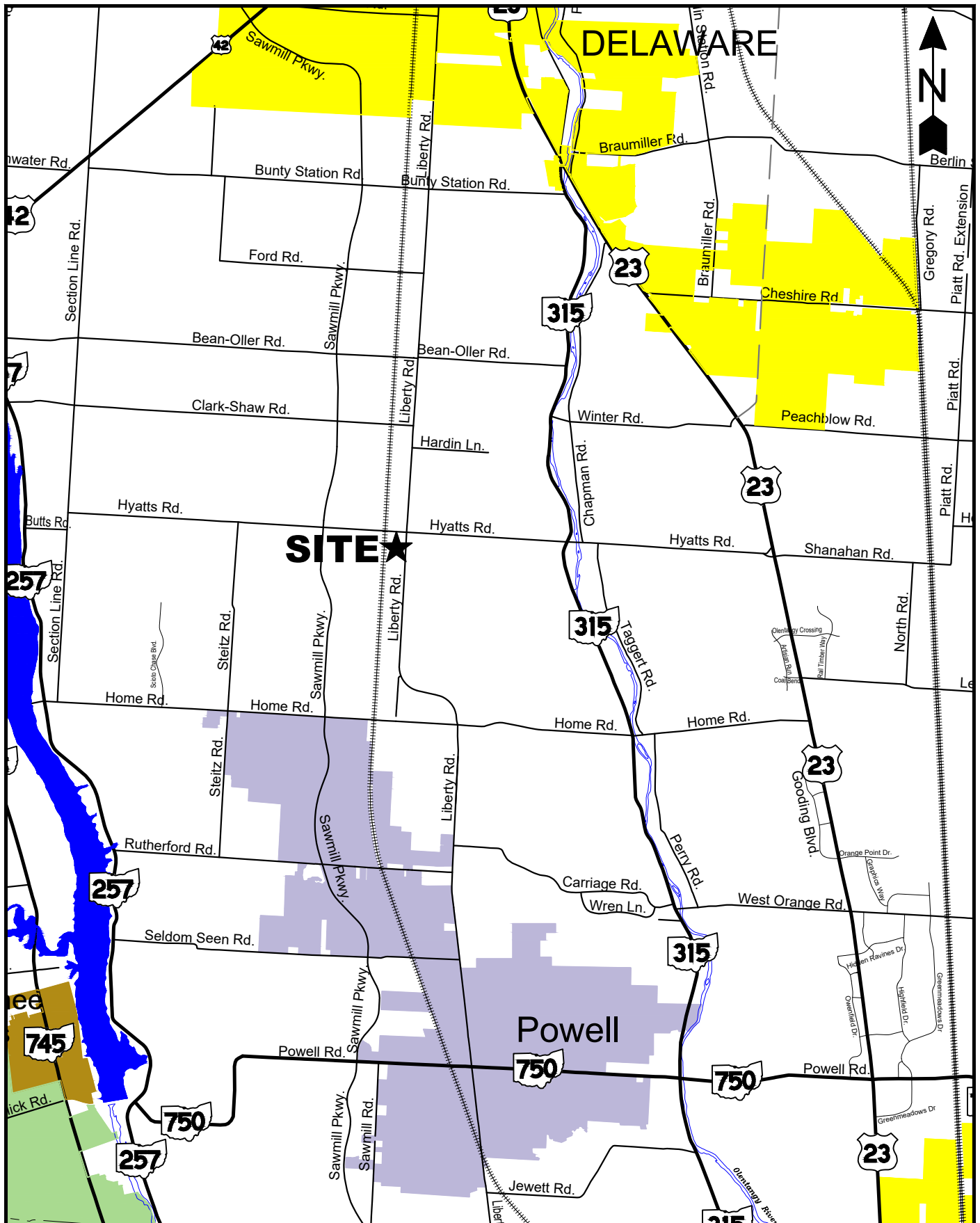
Correspondence
Traffic Counts
Turn Lane Warrant Graphs
Turn Lane Length Calculations

BACKGROUND

BJ Builder LLC is proposing to develop a site with 17 single-family lots. The site is located in the southwest quadrant of the intersection of Liberty Road and Hyatts Road. Figure 1 shows the location of the site. Two accesses are proposed on Liberty Road: one full access and one emergency only access. Figure 2 shows the site plan. The permitting agency is the Delaware County Engineer's Office (DCEO) and they require a traffic access study (TAS).

The scope of the study was contained in a Memo of Understanding (MOU) dated 2/26/2024 that was approved as noted 3/14/2024. The approved MOU is in the Appendix.

An initial version of the TAS dated 4/11/2024 was submitted to the DCEO. The DCEO approved the TAS as noted on 6/10/2024. This revision was necessary because the lots were reduced from 34 to 17 which would affect the results of the TAS.



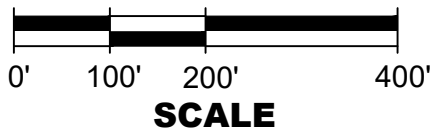
**6060 LIBERTY ROAD
TRAFFIC ACCESS STUDY**

PREPARED BY: **SMART SERVICES**

3/2024

FIGURE 1

SITE LOCATION



**6060 LIBERTY ROAD
 TRAFFIC ACCESS STUDY**

PREPARED BY: **SMART SERVICES**

REV. 1
 11/2024

FIGURE 2

SITE LAYOUT

EXISTING CONDITIONS

Table 1 shows the speed limit and classification for the roadway in the study area.

STREET	POSTED SPEED LIMIT	DESIGN SPEED	DELAWARE COUNTY THOROUGHFARE PLAN CLASS
Liberty Road	50 MPH	50 MPH	Minor Arterial

TABLE 1 - Summary of Roadway Information

Table 2 shows the summary of the basis of existing traffic volumes.

SEGMENT	SOURCE	AM PEAK HOUR	PM PEAK HOUR
4673-Liberty Road & Hyatts Rd	Smart Services, Inc.	7/12/2022 7:45-8:45 AM	7/12/2022 4:45-5:45 PM

TABLE 2 – Summary of Existing Traffic Basis

PROJECTED SITE TRAFFIC

Trip Generation

The accepted method for computing trip generation in the traffic engineering profession is *Trip Generation Manual, 11th Edition* published by the Institute of Transportation Engineers (ITE). This report provides trip rates for different land uses based on data from sample sites in each category. The land uses used to represent the site are “Single-Family Detached Housing” (ITE Code #210). Table 3 shows the trip generation calculations.

Trip Distribution

The distribution of traffic is based on the 2022 traffic leaving the site in the AM Peak. The following is the resulting distribution with the calculations in brackets:

- 43% to/from the North on Liberty Road (106/245)
 - 2% - To/from West of Liberty Road on Hyatts Road (4/245)
 - 36% - To/from North of Hyatts Road on Liberty Rd (89/245)
 - 5% - To/from East of Liberty Road on Hyatts Road (13/245)
- 57% to/from the South on Liberty Road (139/245)

TIS SUBAREA	LAND USE	TIME OF DAY	DATA SET <i>Trip Generation Manual, 11th Edition</i> (Unless noted Otherwise)	RATE OR EQUATION FROM: <i>Trip Generation Manual, 11th Edition</i> (Unless noted Otherwise)	TOTAL TRIPS	ENTERING		EXITING	
						%	TOTAL TRIPS	%	TOTAL TRIPS
1	Single-Family Detached Housing (ITE Code #210) Ind. Variable (X) = 17 Dwelling Units	Daily	Weekday	$\ln(T)=0.92\ln(X)+2.68$	198	50%	99	50%	99
		AM Peak	Peak Hour of Adj. Street Traffic, One Hour between 7 & 9 AM	$\ln(T)=0.91\ln(X)+0.12$	15	25%	4	75%	11
		PM Peak	Peak Hour of Adj. Street Traffic, One Hour between 4 & 6 PM	$\ln(T)=0.94\ln(X)+0.27$	19	63%	12	37%	7
TOTALS		Daily			198		99		99
		AM Peak			15		4		11
		PM Peak			19		12		7

6060 Liberty Road Traffic Access Study - REV. 1.1: 11/2024

TABLE 3 - SITE TRIP GENERATION SUMMARY

2025 & 2035 TRAFFIC

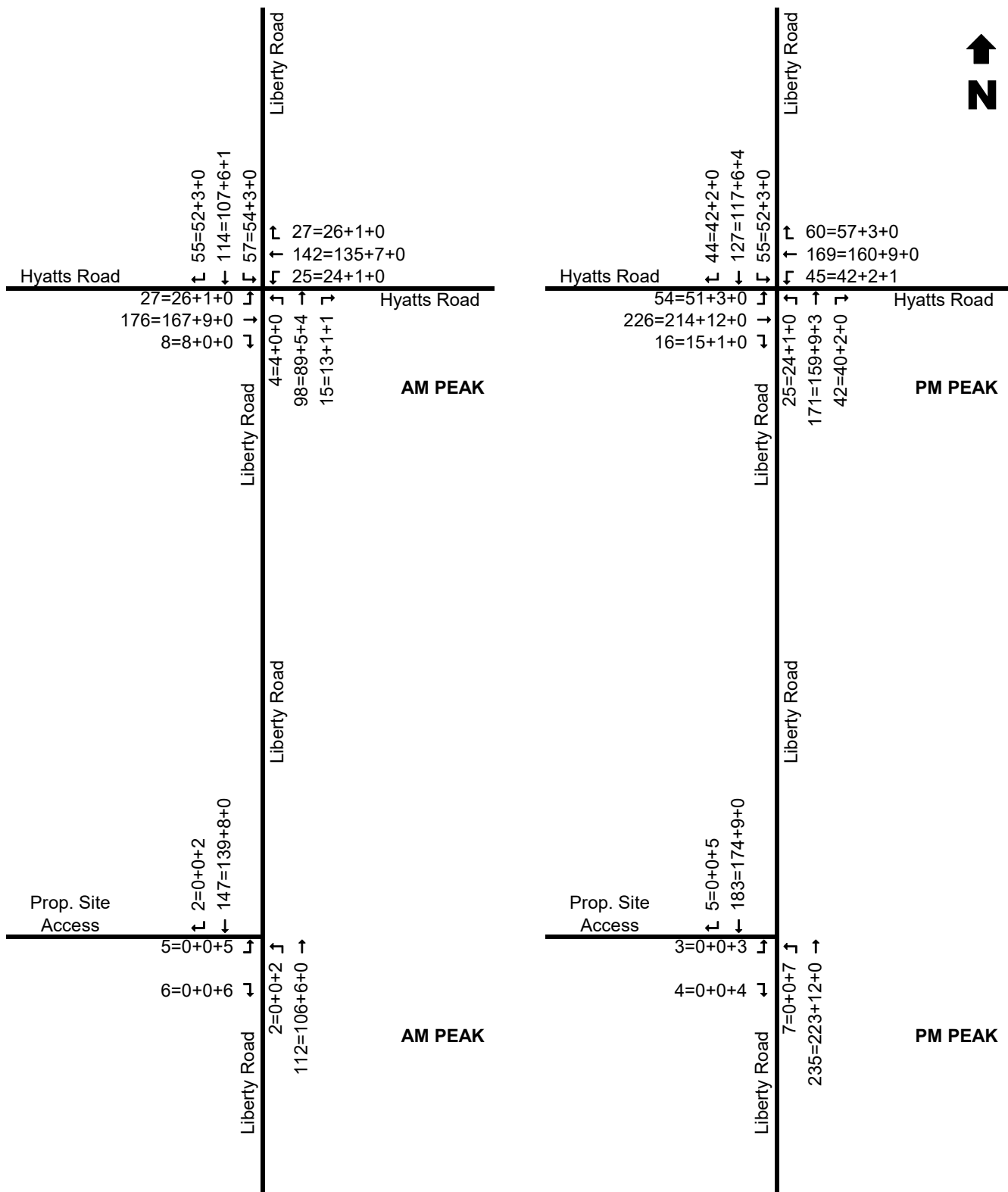
The DCEO requires a 10-Year design horizon for this level of development. Opening Day is assumed to be 2025, therefore the design year is 2035. A linear annual growth rate of 1.8% per year was used from *Clark-Shaw - Sawmill Development Traffic Impact Study*, also prepared by Smart Services. Table 4 shows the assumed growth rates and corresponding factors.

SEGMENT	LINEAR ANNUAL GROWTH RATE	2022 TO 2025 FACTOR	2022 TO 2035 FACTOR
Study Area	*1.8%	1.054	1.234

*=-Assumed Growth Rate

TABLE 4 – Growth Factor Summary for 2022 Counts

Figure 3 shows the components of the 2025 ‘Build’ traffic. Figure 4 shows the components of the 2035 ‘Build’ traffic.



LEGEND

A (SHEET TITLE)=B+C+D

A = 2025 'BUILD'
B = COUNTED (2022)

C = GROWTH
D = SITE TOTAL

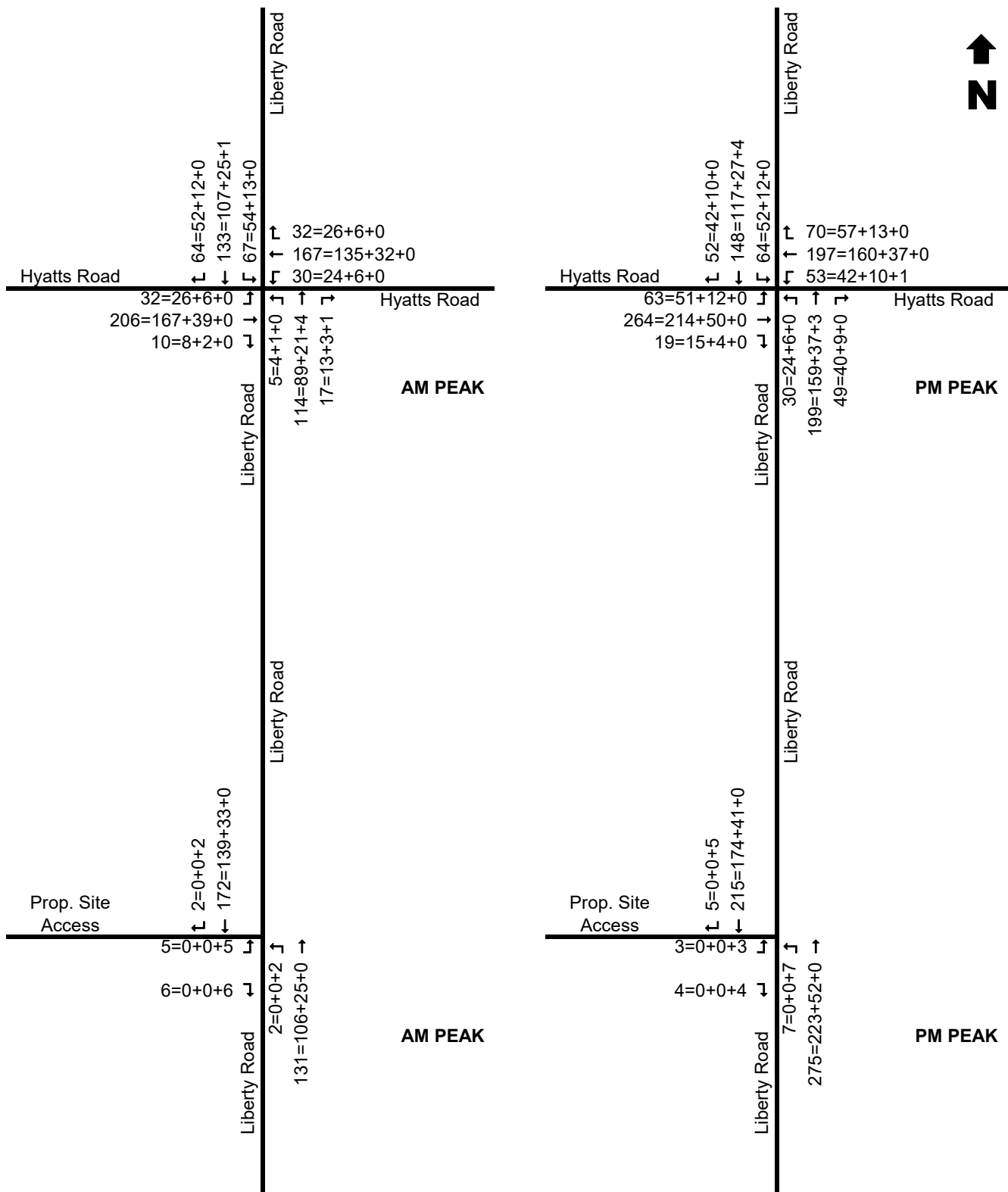
**6060 LIBERTY ROAD
TRAFFIC ACCESS STUDY**

PREPARED BY: SMART SERVICES

REV. 1.1
11/2024

FIGURE 3

2025 'BUILD'



LEGEND

A (SHEET TITLE)=B+C+D

A = 2035 'BUILD'
B = COUNTED (2022)

C = GROWTH
D = SITE TOTAL

**6060 LIBERTY ROAD
TRAFFIC ACCESS STUDY**

PREPARED BY: SMART SERVICES

REV. 1.1
11/2024

FIGURE 4

2035 'BUILD'

TRAFFIC ANALYSIS

Turn Lane Warrant Analysis

Left Turn Lanes - According to the *TIS Standards*, the criteria to determine if left turn lanes are warranted on major arterials (Liberty Road) with posted speeds 40 MPH and above is if there are more than 10 left turning vehicles during the peak hour for full build-out of the development. Table 5 shows the results.

Right Turn Lanes - Per the *TIS Standards*, the procedures for determining whether right turn lanes are required are found in the *ODOT L&D Manual* which is referenced from the *State Highway Access Management Manual (SHAMM)*. Table 5 also shows a summary of the results of the right turn lane warrants. The graphs from the *ODOT L&D Manual* are in Appendix.

INTER-SECTION	MOVE-MENT	PEAK HOUR	2025 'BUILD'	2035 'BUILD'
Liberty Road & Site Access	NB LT	AM Peak	Warrant Not Met	Warrant Not Met
		PM Peak	Not Warranted <10 NB LT	Not Warranted <10 NB LT
	SB RT	AM Peak	Warrant Not Met	Warrant Not Met
		PM Peak	Warrant Not Met	Warrant Not Met

TABLE 5 – Summary of Turn Lane Warrant Analyses

Liberty Road & Hyatts Road Percentage of Site Traffic

Based on the volumes developed in Figure 4, the percentage of site traffic was calculated. Table 7 shows the calculations.

ID	INTERSECTION	2035 'BUILD' - AM PEAK			2035 'BUILD' - PM PEAK			AM PEAK & PM PEAK		
		Intersection			Intersection			Intersection		
		Site	Total	% Site	Site	Total	% Site	Site	Total	% Site
4673	Liberty Road & Hyatts Road	6	877	0.7%	8	1208	0.7%	14	2085	0.7%

6060 Liberty Road Traffic Access Study - REV. 1.1: 11/2024

TABLE 7 - SITE GENERATED TRAFFIC AT STUDY INTERSECTIONS

CONCLUSIONS

2025 and 2035 volumes were developed for use in turn lane warrant analyses, turn lane length analyses, and percentage of site traffic. The following is a summary of the conclusions:

2025/2035 'Build'

- Liberty Road & Prop. Site Access
 - A left turn lane is not warranted.
 - A right turn lane is not warranted.
- Liberty Road & Hyatts Road
 - The site traffic represents 0.7% of the traffic of the 2035 traffic at the intersection.

APPENDIX



February 26, 2024

Mr. Michael Love, PE, PTOE
 Delaware County Engineer's Office
 The Byxbe Building
 1610 State Route 521, P.O. Box 8006
 Delaware, OH 43015



Approved - MAL
Date: 03/14/2024

Re: 6060 Liberty Road TAS - Memo of Understanding
 Liberty Township, Delaware County, Ohio

Dear Mike:

Please consider this letter a Memo of Understanding (MOU) for the traffic access study (TAS) for the subject development.

BJ Builder, LLC is proposing to develop a site with 46 or less single-family lots. The site is located in the southwest quadrant of the intersection of Liberty Road & Hyatts Road. One full access is proposed on Liberty Road and one emergency only access is planned on Hyatts Road. The permitting agency is the Delaware County Engineer's Office (DCEO) and they require a traffic access study.

A phone conversation was held with the DCEO on 2/16/2024 and the following is our understanding of the scope of the TAS:

- The study area is limited to the site access on Liberty Road and the intersection of Liberty Road & Hyatts Road.
- Table A shows the speed limit and classification for the roadway in the study area.

STREET	POSTED SPEED LIMIT	DESIGN SPEED	DELAWARE COUNTY THOROUGHFARE PLAN CLASS
Liberty Road	50 MPH	50 MPH	Minor Arterial

TABLE A - Summary of Roadway Information

- Data Collection - No Data collection is required. The basis of existing traffic will be a public information traffic count taken by Smart Services, Inc. at the intersection of Liberty Road & Hyatts Road on 7/12/2022.
- Trip Generation - Site traffic will be computed using *Trip Generation, 11th Edition* published by ITE.
- Design Year Traffic Development - The DCEO requires a 10-year design based on the trips generated. Opening Day is assumed to 2025; therefore,

the design year is 2035. The annual growth rates used in the *Clark-Shaw - Sawmill Development Traffic Impact Study*, also prepared by Smart Services, will be applied to the referenced count.

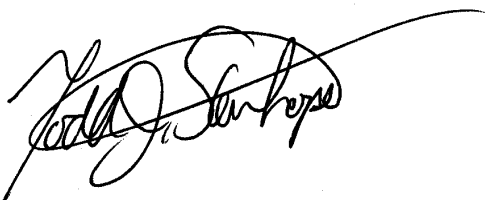
- Analyses - The analysis will be performed for Opening Year and one design horizon. The following are the specific analyses:
 - Turn lane warrants will be analyzed per DCEO Standards for the site access on Liberty Road.
 - The length of any warranted turn lanes will be calculated per the method in Section 400 of the *ODOT L&D Manual*. The existing speed limit will be used as the design speed in the calculations.
 - A percentage of site traffic will be calculated at the intersection of Hyatts Road & Liberty Road based on the design year traffic.

A report will be produced that includes details regarding how traffic was developed for 2025 and 2035. The required analyses will be referenced and prepared for ‘No Build’ (when applicable) and ‘Build’ conditions to show the impact of the additional site traffic. A summary of the conclusions and list of any improvements associated with the development will be provided.

If this MOU is acceptable to you, please indicate your approval in the space provided below. If not, please let us know what items need to be changed. If you have any questions, please contact me. Thank you!

Sincerely,

SMART SERVICES, INC.



Todd J. Stanhope, PE, PTOE
Director of Traffic Engineering

Submitted: One electronic copy (PDF format) via e-mail

Cc: V. Chen - BJ Builder, LLC

Delaware County Engineer’s Office

Approved: _____ Date: _____

Liberty Rd & Hyatts Rd - TMC

Tue Jul 12, 2022

Full Length (7 AM-9 AM, 4 PM-6 PM)

All Classes (Lights and Motorcycles, Heavy)

All Movements

ID: 971410, Location: 40.215979, -83.084902



Provided by: Smart Services, Inc.
88 W. Church Street, Newark, OH, 43055, US

Leg Direction	Hyatts Rd Eastbound					Hyatts Rd Westbound					Liberty Rd Northbound					Liberty Rd Southbound					
Time	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	Int
2022-07-12 7:00AM	1	17	4	0	22	2	14	4	0	20	1	7	2	0	10	12	23	6	0	41	93
7:15AM	7	33	4	0	44	2	29	5	0	36	2	16	4	0	22	12	44	9	0	65	167
7:30AM	9	35	3	0	47	2	25	3	0	30	1	19	3	0	23	10	41	8	0	59	159
7:45AM	4	27	3	0	34	3	51	9	0	63	1	19	5	0	25	14	34	17	0	65	187
Hourly Total	21	112	14	0	147	9	119	21	0	149	5	61	14	0	80	48	142	40	0	230	606
8:00AM	4	62	3	0	69	4	26	8	0	38	1	21	3	0	25	8	19	14	0	41	173
8:15AM	5	33	0	0	38	7	21	3	0	31	0	26	3	0	29	14	26	11	0	51	149
8:30AM	13	45	2	0	60	10	37	6	1	54	2	23	2	0	27	18	28	10	0	56	197
8:45AM	10	38	4	0	52	0	27	10	0	37	4	25	10	0	39	8	26	11	0	45	173
Hourly Total	32	178	9	0	219	21	111	27	1	160	7	95	18	0	120	48	99	46	0	193	692
4:00PM	17	44	0	0	61	4	30	15	0	49	1	44	9	0	54	14	38	4	0	56	220
4:15PM	18	43	5	0	66	12	25	4	0	41	9	49	6	0	64	7	27	9	0	43	214
4:30PM	10	43	1	0	54	8	49	14	0	71	5	37	6	0	48	14	22	12	0	48	221
4:45PM	11	48	5	0	64	7	50	12	0	69	9	39	6	0	54	15	35	10	0	60	247
Hourly Total	56	178	11	0	245	31	154	45	0	230	24	169	27	0	220	50	122	35	0	207	902
5:00PM	8	56	4	0	68	12	44	17	0	73	7	41	6	0	54	15	21	5	0	41	236
5:15PM	19	56	2	0	77	16	33	17	0	66	1	35	14	0	50	12	36	19	0	67	260
5:30PM	13	54	4	0	71	7	33	11	0	51	7	44	14	0	65	10	25	8	0	43	230
5:45PM	9	45	0	0	54	11	35	18	0	64	1	29	11	0	41	7	29	5	0	41	200
Hourly Total	49	211	10	0	270	46	145	63	0	254	16	149	45	0	210	44	111	37	0	192	926
Total	158	679	44	0	881	107	529	156	1	793	52	474	104	0	630	190	474	158	0	822	3126
% Approach	17.9%	77.1%	5.0%	0%	-	13.5%	66.7%	19.7%	0.1%	-	8.3%	75.2%	16.5%	0%	-	23.1%	57.7%	19.2%	0%	-	-
% Total	5.1%	21.7%	1.4%	0%	28.2%	3.4%	16.9%	5.0%	0%	25.4%	1.7%	15.2%	3.3%	0%	20.2%	6.1%	15.2%	5.1%	0%	26.3%	-
Lights and Motorcycles	156	657	43	0	856	107	500	156	1	764	47	461	103	0	611	186	460	155	0	801	3032
% Lights and Motorcycles	98.7%	96.8%	97.7%	0%	97.2%	100%	94.5%	100%	100%	96.3%	90.4%	97.3%	99.0%	0%	97.0%	97.9%	97.0%	98.1%	0%	97.4%	97.0%
Heavy	2	22	1	0	25	0	29	0	0	29	5	13	1	0	19	4	14	3	0	21	94
% Heavy	1.3%	3.2%	2.3%	0%	2.8%	0%	5.5%	0%	0%	3.7%	9.6%	2.7%	1.0%	0%	3.0%	2.1%	3.0%	1.9%	0%	2.6%	3.0%

* L: Left, R: Right, T: Thru, U: U-Turn

Liberty Rd & Hyatts Rd - TMC

Tue Jul 12, 2022

AM Peak (7:45 AM - 8:45 AM)

All Classes (Lights and Motorcycles, Heavy)

All Movements

ID: 971410, Location: 40.215979, -83.084902



Provided by: Smart Services, Inc.
88 W. Church Street, Newark, OH, 43055, US

Leg Direction	Hyatts Rd Eastbound					Hyatts Rd Westbound					Liberty Rd Northbound					Liberty Rd Southbound					
Time	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	Int
2022-07-12 7:45AM	4	27	3	0	34	3	51	9	0	63	1	19	5	0	25	14	34	17	0	65	187
8:00AM	4	62	3	0	69	4	26	8	0	38	1	21	3	0	25	8	19	14	0	41	173
8:15AM	5	33	0	0	38	7	21	3	0	31	0	26	3	0	29	14	26	11	0	51	149
8:30AM	13	45	2	0	60	10	37	6	1	54	2	23	2	0	27	18	28	10	0	56	197
Total	26	167	8	0	201	24	135	26	1	186	4	89	13	0	106	54	107	52	0	213	706
% Approach	12.9%	83.1%	4.0%	0%	-	12.9%	72.6%	14.0%	0.5%	-	3.8%	84.0%	12.3%	0%	-	25.4%	50.2%	24.4%	0%	-	-
% Total	3.7%	23.7%	1.1%	0%	28.5%	3.4%	19.1%	3.7%	0.1%	26.3%	0.6%	12.6%	1.8%	0%	15.0%	7.6%	15.2%	7.4%	0%	30.2%	-
PHF	0.500	0.673	0.667	-	0.728	0.600	0.662	0.722	0.250	0.738	0.500	0.856	0.650	-	0.914	0.750	0.787	0.765	-	0.819	0.896
Lights and Motorcycles	25	161	8	0	194	24	122	26	1	173	4	81	12	0	97	54	101	51	0	206	670
% Lights and Motorcycles	96.2%	96.4%	100%	0%	96.5%	100%	90.4%	100%	100%	93.0%	100%	91.0%	92.3%	0%	91.5%	100%	94.4%	98.1%	0%	96.7%	94.9%
Heavy	1	6	0	0	7	0	13	0	0	13	0	8	1	0	9	0	6	1	0	7	36
% Heavy	3.8%	3.6%	0%	0%	3.5%	0%	9.6%	0%	0%	7.0%	0%	9.0%	7.7%	0%	8.5%	0%	5.6%	1.9%	0%	3.3%	5.1%

*L: Left, R: Right, T: Thru, U: U-Turn

Liberty Rd & Hyatts Rd - TMC

Tue Jul 12, 2022

PM Peak (4:45 PM - 5:45 PM) - Overall Peak Hour

All Classes (Lights and Motorcycles, Heavy)

All Movements

ID: 971410, Location: 40.215979, -83.084902



Provided by: Smart Services, Inc.
88 W. Church Street, Newark, OH, 43055, US

Leg Direction	Hyatts Rd Eastbound					Hyatts Rd Westbound					Liberty Rd Northbound					Liberty Rd Southbound					Int
	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	L	T	R	U	App	
2022-07-12 4:45PM	11	48	5	0	64	7	50	12	0	69	9	39	6	0	54	15	35	10	0	60	247
5:00PM	8	56	4	0	68	12	44	17	0	73	7	41	6	0	54	15	21	5	0	41	236
5:15PM	19	56	2	0	77	16	33	17	0	66	1	35	14	0	50	12	36	19	0	67	260
5:30PM	13	54	4	0	71	7	33	11	0	51	7	44	14	0	65	10	25	8	0	43	230
Total	51	214	15	0	280	42	160	57	0	259	24	159	40	0	223	52	117	42	0	211	973
% Approach	18.2%	76.4%	5.4%	0%	-	16.2%	61.8%	22.0%	0%	-	10.8%	71.3%	17.9%	0%	-	24.6%	55.5%	19.9%	0%	-	-
% Total	5.2%	22.0%	1.5%	0%	28.8%	4.3%	16.4%	5.9%	0%	26.6%	2.5%	16.3%	4.1%	0%	22.9%	5.3%	12.0%	4.3%	0%	21.7%	-
PHF	0.671	0.955	0.750	-	0.909	0.656	0.800	0.838	-	0.887	0.667	0.903	0.714	-	0.858	0.867	0.813	0.553	-	0.787	0.936
Lights and Motorcycles	51	209	15	0	275	42	159	57	0	258	23	157	40	0	220	49	115	42	0	206	959
% Lights and Motorcycles	100%	97.7%	100%	0%	98.2%	100%	99.4%	100%	0%	99.6%	95.8%	98.7%	100%	0%	98.7%	94.2%	98.3%	100%	0%	97.6%	98.6%
Heavy	0	5	0	0	5	0	1	0	0	1	1	2	0	0	3	3	2	0	0	5	14
% Heavy	0%	2.3%	0%	0%	1.8%	0%	0.6%	0%	0%	0.4%	4.2%	1.3%	0%	0%	1.3%	5.8%	1.7%	0%	0%	2.4%	1.4%

*L: Left, R: Right, T: Thru, U: U-Turn

Todd Stanhope

From: Hwashik Jang <hjang@morpc.org>
Sent: Friday, July 15, 2022 12:06 PM
To: Todd Stanhope
Cc: Michael A. Love (mlove@co.delaware.oh.us); Jason Francis (jfrancis@MIHOMES.com); Nick Gill
Subject: RE: Growth Rate Request - Sawmill Parkway, Hyatts Road, Clark Shaw Road

Todd,

We have completed processing growth rates for your traffic study intersections.

Please use linear annual growth rates as summarized below.

<u>Location</u>	<u>Linear Annual Growth Rate</u>
Hyatts Rd e/o Sawmill Pkwy	1.80%
Sawmill Pkwy n/o Hyatts Rd	1.80%
Hyatts Rd w/o Sawmill Pkwy	1.30%
Sawmill Pkwy s/o Hyatts Rd	1.50%
Clark-Shaw Rd e/o Sawmill Pkwy	0.40%
Sawmill Pkwy n/o Clark-Shaw Rd	2.30%
Clark-Shaw Rd w/o Sawmill Pkwy	1.50%
Sawmill Pkwy s/o Clark-Shaw Rd	1.80%

Note: The above rate was derived based on planning level analysis by using MORPC's regional travel demand model.

If you have any questions, please let me know.

Thanks,

HWASHIK JANG

Senior Planner | Mid-Ohio Regional Planning Commission

T: 614.233.4145 | hjang@morpc.org

111 Liberty Street, Suite 100 | Columbus, OH 43215



From: Todd Stanhope <TStanhope@smartservices-inc.com>

Sent: Wednesday, June 29, 2022 2:24 PM

To: Nick Gill <NGILL@morpc.org>

Cc: Hwashik Jang <hjang@morpc.org>; Michael A. Love (mlove@co.delaware.oh.us) <mlove@co.delaware.oh.us>; Jason Francis (jfrancis@MIHOMES.com) <jfrancis@mihomes.com>

Subject: Growth Rate Request - Sawmill Parkway, Hyatts Road, Clark Shaw Road

Caution: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, contact the IT team

Nick

We are performing a traffic impact study for a site with accesses on Hyatts Road and Clark-Shaw Road east of Sawmill Parkway. The subject site is proposed to be developed with commercial, medical office, 247 single family dwelling units, and 136 townhomes. Please provide annual growth rates for all legs of the intersections of Sawmill Parkway & Hyatts Road and Sawmill Parkway & Clark Shaw Road.

Below is MORPC's requested information about the study:

1. Traffic Data upon which you would be applying these growth rates (preferably 24 hour counts). **Peak hour (7-9 AM & 4-6 PM) turning movement counts at both intersections were taken in November 2021. The count report is attached.**
2. Open Year & Design Year, for this study: **2023 and 2033/2043 depending on the trip generation calculations.**
3. Roadway network assumptions: Any roadway assumptions/changes in the vicinity, such as change in number of lanes or roadway alignments, etc: **None anticipated.**
4. Land use assumptions: General info on proposed site location & development, such as: site map, Trip Generation (excel file, preferably). **Trip generation will be calculated as part of the TIS and is not available at this time.**
5. Project Review Contact Person: **Mike Love will be reviewing the TIS for the Delaware County Engineer's Office. His e-mail address is in the cc: line.**

Thank you!

TODD STANHOPE, PE, PTOE
SMART SERVICES
DIRECTOR OF TRAFFIC ENGINEERING

✉ tstanhope@smartservices-inc.com
📍 1900 Crown Park Ct, Columbus, OH 43235
☎ OFFICE 614.914.5543 FAX 740.522.4706
🌐 SmartServices-Inc.com



TAB 8 – EXHIBIT 'H-1' – Sample Deed Restrictions

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

FOR

THE

THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made as of the ____ day of _____ 20__ by (insert company name), of (insert company address) (Developer).

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

B. Developer desires to develop the Property into a residential subdivision, to be known as _____ Subdivision (hereinafter the "Subdivision"), and to restrict the use and occupancy of the Property for the protection of the Property and the future owners of the Property; and

C. Developer or its successors in interest may deem it desirable to establish an association consisting of itself and/or future owners of portions of the Property, for the purpose of owning and/or maintaining certain areas at and/or improvements constructed as part of the Subdivision; and

D. Developer declares that all of the Property shall be held, developed, encumbered, leased, occupied, improved, used, and conveyed subject to the following covenants, easements, conditions and restrictions (the "Restrictive Covenants"), which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Property.

This Declaration is hereby declared to inure to the benefit of all future owners of any Lot (as hereinafter defined) and all others claiming under or through them ("Owners"); the Developer, its successors and assigns; and all utility companies or agencies or instrumentalities of local government providing utility services.

It is hereby declared that irreparable harm will result to the Developer and other beneficiaries of this Declaration by reason of violation of the provisions hereof or default in the observance thereof and therefore, each Owner shall be entitled to relief by way of injunction, damages or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity.

NOW, THEREFORE, in pursuance of a general plan for the protection, benefit and mutual advantage of the Property described above and of all persons who now are or may hereafter become owners of any of the Property or plats thereof, the following restrictions, conditions, easements, covenants, obligations, and charges are hereby created, declared and established:

GENERAL PROVISIONS

I. APPLICABILITY

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

B. Developer reserves the right at any time prior to the transfer of the last Lot (as defined hereinafter) owned by it at the Subdivision, to create an association for the purpose of carrying out and performing certain obligations as described herein. The right so reserved by Developer creates no obligation on Developer's part to create such an association, if Developer determines in the exercise of its sole discretion, that the creation of such an association is not desirable. In the event Developer does not create an association prior to the time it transfers the last Lot owned by it at the Subdivision, an association may be formed thereafter by the agreement of a majority of the Owners. In recognition of the benefits which may result from a homeowners' association, and in further recognition of the detrimental impact which an improperly organized association may have on the Property, Developer establishes and declares that in the event an association is established, whether by Developer or by any Owners, the purpose of which is to own and/or maintain any portion of the Property on behalf of the various owners of Lots in the Subdivision, said association shall be formed and shall operate in accordance with the terms and conditions of, and shall be subject to, the restrictions provided hereinafter. Until such time as an association is formed for such purpose, the terms and conditions contained herein regarding such association's operations shall be deemed mere surplussage, and shall not affect the validity or enforceability of any other provision hereof.

II. DEFINITIONS

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

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

C. "Association" – the legal entity (and its successors and assigns) formed for the purpose of owning and/or maintaining any portion of the Property on behalf of the owners of two (2) or more Lots in the Subdivision. If formed, the Association shall be named _____ ASSOCIATION, INC., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity.

D. "Association Documents" – the formative documents of the Association, consisting of the articles of incorporation, code of regulations and any and all procedures, rules, regulations or policies adopted by the Association, or comparable formative documents if the Association is not a corporate entity.

E. "Board" - the board of trustees or other management body of the Association.

F. "Common Expenses" - expenses incurred in maintaining all of the Common Property, and in the context of Article IX (C), "Common Expenses" shall mean the projected expense of maintaining all Common Property at the time that the Subdivision is completely developed and all Lots are resident occupied.

G. "Common Property" - all real and personal property now or hereafter acquired, pursuant to this Declaration or otherwise, and owned by the Association for the common use and the enjoyment of the Owners, or if not owned by the Association, real or personal property for the maintenance of which the Association is responsible under the terms of this Declaration, applicable zoning regulations, or under any other agreement or instrument to the terms of which the Association is bound.

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

I. "Improvements" - all man-made or man-installed alterations to the Property which cause the Property to deviate from its natural condition, including but not limited to buildings, outbuildings and garages; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools and tennis courts; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences,

trellises, walls, retaining walls, exterior stairs, decks, patios and porches, trees, hedges, shrubs and other forms of landscaping, and all other structures of every type.

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

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

L. "Manager" - the person or entity retained by the Board to assist in the management of the Association as set forth in Article VIII, Paragraph F.

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

N. "Operating Fund" - the fund established pursuant to Article IX.

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

P. "Property" - all of the real property described in Exhibit A attached hereto and such additional property as may be annexed by amendment to this Declaration, or that is owned in fee simple by the Association, together with all easements and appurtenances.

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

R. "Special Assessment" - an assessment levied by the Association against all Lots pursuant to Article IX or at a special meeting of the Members of the Association to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Operating Fund.

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

T. "Turnover Date" - the date described in Article VII, Paragraph B.

III. GOALS

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

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

DEVELOPMENT & USE RESTRICTIONS

IV. USE RESTRICTIONS

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

ALL SECTIONS SUBJECT TO CHANGE BASED ON ZONING REQUIREMENTS.

A. Use of Lots. Except as otherwise permitted herein, each Lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to a residence. No Improvements may be constructed on any Lot until and unless the plans therefor have been approved by the Design Review Board (or Developer if no Design Review Board has been established) as provided for hereinafter. All Improvements, excepting only landscaping, shall be constructed no nearer the street or streets on which a Lot fronts than the platted setback line(s) for such Lot, unless a variance to permit construction forward of a setback line has been approved by the appropriate governmental entity exercising jurisdiction over the property, and by the Design Review Board.

B. Use of Common Property. Any Common Property may be used only in accordance with the purposes for which it is intended and for any reasonable purposes incidental to the residential use of a Lot. All uses of the Common Property shall benefit or promote the

health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants, and shall comply with the provisions of this Declaration, the laws of the State, and the Rules.

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

D. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Developer while marketing the Lots and residences for sale; (ii) street and identification signs installed by the Association or the Developer; (iii) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale; and (iv) for a reasonable period of time before, and not to exceed three days after a public governmental election in which the Lot Owners are permitted to vote, up to three (3) temporary political signs of not more than six square feet each, expressing support for or opposition against an individual candidate or issue which is the subject of the current election. Political signs containing information or expressing opinions other than simple support for or opposition against a specific candidate or issue may be removed by the Association, and not more than one sign for or against any specific candidate or issue may be posted or displayed on any one Lot. No such signs may be posted in or on any portions of the Common Area.

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

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

G. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property, without the prior written approval of the Board. This provision shall not prohibit a "home office" use, in connection with which no non-resident employees are working on the Property, and no customers, employees, subcontractors or other third parties park on the Property.

H. Storage. No open storage of any kind is permitted. No storage buildings of any kind are permitted, including without limitation, sheds or barns.

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

J. Vehicles.

1. The Board shall be entitled to create and enforce reasonable rules concerning the parking of any vehicle permitted in the Common Property. In addition to its authority to levy Lot Assessments as penalties for the violation of such rules, the Board shall be authorized to cause the removal of any vehicle violating such rules.
2. No commercial vehicles, snowmobiles, watercraft, trailers, campers, buses or mobile homes shall be parked or stored on the street in the Subdivision, or on any Lot (except in an enclosed permitted structure shielded from view). The Board may permit the occasional, non-recurring parking of vehicles otherwise prohibited by the foregoing sentence, and may require as a condition of such permission that the owner of the vehicle or Lot on which it is parked substantiate that such parking is limited to less than forty-eight (48) consecutive hours, and not more than ninety-six cumulative hours in any thirty (30) day period. Nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots. In addition, no automobile or other motorized vehicle of any type or description which is not functionally or legally operable on public highways shall be kept, stored, operated or maintained on or in front of any Lot within the Subdivision for a period longer than seven (7) days, unless the same is entirely contained and shielded from view within a permitted structure. Any vehicle so kept, stored, operated or maintained shall be considered a nuisance, and the Board shall have the right and authority to have the same removed at the owner's expense.

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

business and personal purposes, shall not be considered “commercial vehicles” merely by virtue of advertising information painted or otherwise affixed thereto.

K. Trash. Except for the reasonably necessary activities of the Developer during the original development of the Property, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers, screened from view and stored either inside of a permitted structure, or to the side or rear of the home constructed on the Lot.

L. Antennae. No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on the Property, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission, except that this restriction shall not apply to satellite dishes with a diameter less than one (1) meter, erected or installed to minimize visibility from the street which the dwelling fronts.

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

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

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

P. Mailbox. Developer may designate a curb side mailbox for each Lot with a design giving uniformity to the Subdivision. If the mailbox is damaged, destroyed or deteriorates, then each Owner, at such Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailbox.

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

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

1. Fences or walls should be constructed of wood, wrought iron, stone or brick. Certain styles of aluminum, plastic or vinyl fences may be approved by the Design Review Board, but and in no event shall chain link or other metal or wire fencing be permitted. Dark painted wire mesh or plastic mesh attached to the inside of an approved fence is permitted. Exhibit "B" identifies specific fence styles approved by the Declarant.
2. No fence or wall shall be constructed in excess of forty-eight inches (48") above finished grade, provided however that if a governmental agency exercising jurisdiction over the property on which the fence or wall is to be constructed requires a minimum height in excess of 48" for safety reasons (i.e. swimming pool enclosure), such fence or wall may exceed 48" above finished grade, but only to the extent necessary to meet the governmentally required minimum;
3. Fences or walls shall not be located closer to the street than a line parallel to the street and extending from the midpoint between the front and rear corners of the home, and in no event shall fences be located closer to any street than the building line shown on the recorded plat, except for ornamental railings, walls or fences not exceeding three feet (3') in height which are located on or adjacent to entrance platforms or steps; and
4. Fences shall be constructed parallel to property lines where possible, and shall be located either (i) immediately at the property line (so as to allow adjacent Owners to connect thereto with fencing), or (ii) set back not less than three feet from the property line. Fences shall not be erected in such a fashion as to 'jog' around utility junction boxes unless such boxes are physically located straddling the property line.

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

S. Swimming Pools. No above ground swimming pools shall be permitted. For purposes hereof, an "above ground swimming pool" shall be any pool extending twelve (12) inches or more above the finished grade of the Lot and having (i) a water surface area in excess of 36 square feet; or (ii) a filtration system of any description. This Paragraph shall not be intended to prohibit the installation of a hot tub or sauna.

T. Compliance With Zoning Requirements. Certain provisions of this Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval processes in the State, County, City, Township and/or Village in which the Property is located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding, is required by this Declaration. However, in the event the governmental entity(ies) change or agree to a modification of such

underlying obligation(s), or if such obligations lapse or for any reason whatsoever become legally unenforceable, this Declaration shall be deemed modified, ipso facto and without the need for further action on the part of the Declarant or any Member, such that this Declaration requires compliance with the obligation as affected by such change or modification.

V. ARCHITECTURAL STANDARDS

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

A. Design Review Board. The Design Review Board shall be a board consisting of three (3) persons. Until the Turnover Date, Developer shall have the sole and exclusive right to appoint and remove all three members of the Design Review Board at will, and may elect in the exercise of its sole discretion, to act itself as the Board (or appoint an agent to act in its place) in lieu of appointing individuals. After the Turnover Date, the Board of Trustees (as set forth in Article VII(B)) shall have the right to appoint all three members to the Design Review Board, or to appoint an agent to act in the Board's place, at will. If no Association exists at any time on or after the Turnover Date, the Design Review Board shall consist of three (3) members elected by the Owners, at an annual election at which the Owner(s) of each Lot shall have 1 vote (one vote per lot, regardless of the number of owners). The then current Board shall handle the administration of the election, pursuant to which the new Board members are to be elected, each for a term of one year.

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

B. Modifications. Except as otherwise provided in this Declaration, the Design Review Board shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to the Property. No person shall construct any Improvement on any Lot, including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, or install any recreational device, without the prior written consent of the Design Review Board. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Board for its approval. The Design Review Board may charge a

nominal fee in connection with processing applications submitted pursuant to this section. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of his/her residence.

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

D. Improvements by Developer. Notwithstanding any of the foregoing to the contrary, all Improvements and landscaping constructed by the Developer or its affiliates, partners, members or shareholders, shall be deemed to comply in all respects with the requirements of the Design Review Board, and separate approval thereof by the Design Review Board is not required.

VI. EASEMENTS AND LICENSES

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

B. Right of Entry for Repair. The duly authorized agents, officers, contractors, and employees of the Association (if formed) shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of performing the Association's rights or obligations set forth in this Declaration. The Association may enter any Lot to remove or correct any violation of this Declaration or the Rules, or to maintain, repair, and replace the Common Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency.

C. Easement for Utilities and Other Purposes. The Association or Developer may convey easements over the Common Property to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, swales, land contours, ducts, cables, and other equipment or conditions necessary to furnish electrical, gas, sanitary or storm sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Property and to any entity for such other purposes as the Board or Developer deems appropriate; provided that such equipment or condition(s), or the exercise of such easement rights shall not unreasonably interfere with the Owners' use and enjoyment of the Property. The Association or Developer may grant such easements over all portions of the Property for the benefit of adjacent properties as the Board or Developer deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that the Association or Developer may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably delayed or withheld). Developer shall have the absolute right within (i) areas designated as drainage courses on the recorded plat of the Subdivision, (ii) all areas encumbered by general utility or specific storm drainage easements, and (iii) areas determined by sound engineering practice to be necessary to the proper drainage of all or part of the Subdivision, to enter upon Lots and perform grading and other construction activities deemed appropriate in the exercise of Developer's judgment to install, modify, alter, remove or otherwise work on storm water drainage facilities and conditions (including both surface grading and subsurface structures). If any such entry and/or work performed by Developer results in damage to other portions of a Lot, or to any Improvements thereon, Developer shall be responsible for the restoration of such portions or Improvements at Developer's sole cost.

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

E. No-Build Zones/Non-Disturbance/Buffer/Preservation.

1. Any areas designated on the recorded plat(s) or re-plat(s) of the Subdivision or in prior deed restrictions, as "No-Build Zones" shall be areas in which no owner shall have the right to construct or locate any improvements. However, certain types of fencing are permitted. Landscaping may be located in No-Build Zones, provided that prior approval for such landscaping has been granted by the Design Review Board. In vegetated No-Build Zones, Owners may perform maintenance necessary for the safety of persons and property (i.e. removing noxious and poisonous plants, or removing dead trees which may fall and harm persons or Improvements). Grassed No-Build Zones shall be mowed, trimmed and watered by the person(s) responsible for the maintenance of the specific area in question according to the other terms hereof;

2. Any areas designated as on the recorded plat(s) or re-plat(s) of the Subdivision or in prior deed restrictions, "Non-Disturbance" zones are deemed to be No-Build Zones, except that within

Non-Disturbance zones, Owners may not disturb or perform any maintenance or locate any Improvements in such zones without the prior approval of the Developer;

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

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

HOMEOWNERS’ ASSOCIATION

VII. MEMBERSHIP AND VOTING RIGHTS

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

B. Governance. The Association shall be governed by a Board of Trustees, consisting of three (3) persons. Prior to the date that the Developer elects to transfer control of the Association to the Lot Owners (the "Turnover Date"), the members of the Board shall be appointed by the Developer, or the Developer may elect to act as the Board, or it may appoint a managing agent to act as the Board on its behalf. No members, other than the Developer, shall have voting rights in Association matters until the Turnover Date. The transfer of control on the Turnover Date shall take place at a meeting which shall occur within six months of the end of the year in which the Developer ceases to own at least one Lot at the Subdivision. Voting and all other matters regarding the governance and operation of the Association following the Turnover Date shall be set forth in the Association Documents.

VIII. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

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

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

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

D. Rules and Regulations. The Association may make and enforce reasonable rules and regulations governing the use of the Property, which shall be consistent with this Declaration and the Association Documents. The Association shall have the power to impose sanctions on Owners for violations of the Restrictive Covenants, including without limitation: (i) reasonable monetary fines which shall be considered Lot Assessments, (ii) suspension of the right to vote as a Member of the Association, and (iii) suspension of the right to use the Common Property. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees or litigation expenses in connection with enforcing this Declaration, the Association Documents or the Rules against any Owner, tenant, guest or invitee of any Owner, the amount shall be due and payable by such Owner and shall be a Lot Assessment against such Owner's Lot.

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

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

G. Insurance.

1. The Association may obtain and maintain property insurance, liability insurance and/or flood insurance covering all or any portion(s) of the Common Property as deemed advisable by the Board, in an amount as is commonly required by prudent institutional mortgage investors. The cost of any such insurance shall be included as a Common Expense for Association budgeting purposes.

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

3. In the event of damage or destruction of any portion of the Common Property, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Owner hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement,

then the Association may levy a Special Assessment pursuant to Section IX to cover the additional costs.

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

I. Books, Records. Upon reasonable request of any Member, the Association shall be required to make available for inspection all books, records and financial statements of the Association. A reasonable fee may be charged to cover the costs of handling, copying and/or delivering such books and records to a Member who requests the same.

IX. ASSESSMENTS

A. Operating Fund. The Board may establish an Operating Fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association and repairing and maintaining the Common Property.

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

C. Annual Assessments. The Board shall estimate the Common Expenses and the expenses, if any, it expects the Association to incur for the maintenance, operation and management of the Association, (which may include amounts, if any, for a Reserve Fund -- as may be determined by the Board) and shall assess each Owner of a Lot an Annual Assessment equal to such estimated expenses divided by the total number of Lots. The Annual Assessments shall be paid in accordance with the procedures set forth in the Rules. Notwithstanding the foregoing, prior to the Turnover Date, Developer may elect to pay the Annual Assessments applicable to Lots owned by Developer or in lieu thereof, not pay such Annual Assessments and pay any deficit incurred in operating the Association.

D. Special Assessments. The Board may levy against any Lot(s) a Special Assessment to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Operating Fund; provided that any such assessment shall have the assent of two-thirds (2/3) of Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Members not less than 10 days nor more than 60 days in advance of the meeting. A quorum must be present at any such meeting.

E. Initial Beautification Assessment: Upon the initial conveyance of a Lot to an Owner (other than the Declarant or a home builder who has been hired to construct a single-family residence on a Lot), such Owner shall pay the sum of One Hundred Dollars (\$100.00) to the Home Owners Association as an Initial Beautification assessment. The Homeowners Association may use the Initial Beautification Assessment for whatever use it deems appropriate. The Initial Beautification Assessment shall not be deemed to be an advance payment of the Annual Assessment or any Individual Assessment or Special Assessment. The Initial Beautification Assessment shall not be required to be held in a trust or reserves account.

F. Lot Assessments. The Board may levy a Lot Assessment against any Lot(s) and the Owner(s) thereof to reimburse the Association for costs incurred on behalf of the Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of enforcement (including court costs and the Association's legal fees, if applicable) relative to any violation of the Restrictive Covenants which exists on such Lot(s); costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other fines and charges reasonably determined to be a Lot Assessment by the Board. Upon its determination to levy a Lot Assessment, the Board shall give the affected Owner(s) written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Lot Assessment, 10 days prior to the effective date of the levy of any Lot Assessment. The Board may levy a Lot Assessment in the nature of a fine reasonably determined by the Board against the Lot of any Owner who violates the Rules, the Association Documents or any provision of this Declaration, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules, the Association Documents, or provisions of this Declaration.

G. Remedies.

1. Interest; Late Charge. If any Assessment remains unpaid for 10 days after all or any part thereof shall become due and payable, the Board may charge interest at rate up to the lesser of 12% per annum or the highest rate permitted by law, and the Board, or the Manager, if applicable, may collect an administrative collection charge of \$25.

2. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including interest, late fees and reasonable attorneys' fees shall become the personal obligation of the Owner(s) beginning on the date the Assessment or installment thereof becomes due and payable. The

Board may authorize the Association to institute an action at law on behalf of the Association against the Owner(s) personally obligated to pay any delinquent assessment. An Owner's personal obligation for a Lot's delinquent Assessments shall also be the personal obligation of his/her successors in title who acquire an interest after any Assessment becomes due and payable and both such Owner and his/her successor in title shall be jointly and severally liable therefor. Except as otherwise provided herein, the transfer of an interest in a Lot shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

3. Liens. All unpaid Assessments, together with any interest and charges thereon and costs of collection, including without limitation, reasonable attorney fees, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment remains unpaid for 10 days after it is due, then the Board may authorize any officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest, charges and costs of collection as aforementioned, with the appropriate governmental office containing a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, the amount of the unpaid portion of the Assessment, and such other information as the laws of the State may require. The certificate may be signed by any officer, authorized agent or Manager of the Association. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. To the extent permitted by law, the Assessment lien shall remain valid, until and unless the lien is released or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or unless the lien is discharged by the final judgment or order of any court having jurisdiction. In any action at law or in equity, including a foreclosure action, to enforce such lien the amount of unpaid Assessments plus charges, interests, costs and reasonable attorney fees of such action shall be recoverable, to the extent permitted by law. Notwithstanding the foregoing, the lien for Assessments provided for in this section shall be subordinate to the lien of any bona fide first mortgage on a Lot.

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

X. MAINTENANCE

- A. Maintenance by Association. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and Improvements situated upon the Common Property and all personal property used in connection with the operation of the Common Property.

B. Maintenance by Owner. Each Owner or occupant shall repair, replace, and maintain in good order and safe and sanitary condition, at his/her expense, his/her Lot, and all portions of, Improvements to, structures on, and, equipment and components used in connection with, his/her Lot. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at his/her own expense all maintenance, repairs and replacements within such Lot that, if omitted, would adversely affect the safety and usefulness of the Common Property. Each Owner shall maintain those portions of his/her Lot that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in this Declaration.

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

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

XI. MISCELLANEOUS

A. Term. This Declaration shall bind and run with the land for a term of 30 years from and after the date that this Declaration is filed for recording with the appropriate governmental office and thereafter shall automatically renew forever for successive periods of 10 years each, unless earlier terminated by a majority of the Members.

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

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

D. Developer's Rights to Complete Development. Developer shall have the right to: (a) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (b) construct or alter Improvements on any property owned by Developer; (c) maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Developer or the Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Property. Further, Developer or its assignee shall have the right of ingress and egress through the streets, paths and walkways located in the Property for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained in this Declaration shall limit the rights of Developer or require Developer or its assignee to obtain approval to: (i) excavate,

cut, fill or grade any property owned by Developer, or (ii) construct, alter, remodel, demolish or replace any Improvements on any Common Property or any property owned by Developer as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (iii) require Developer to seek or obtain the approval of the Association or the Design Review Board for any such activity or Improvement on any Common Property or any property owned by Developer. Nothing in this section shall limit or impair the reserved rights of Developer as elsewhere provided in this Declaration.

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

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

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

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

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

to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any Board member, officer or trustee, or former Board member, officer or trustee, may be entitled.

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

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

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

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

(Insert company name)
an Ohio corporation,

By: _____

STATE OF OHIO
COUNTY OF FRANKLIN: SS

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, of _____ an Ohio corporation.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

SAMPLE

EXHIBIT B

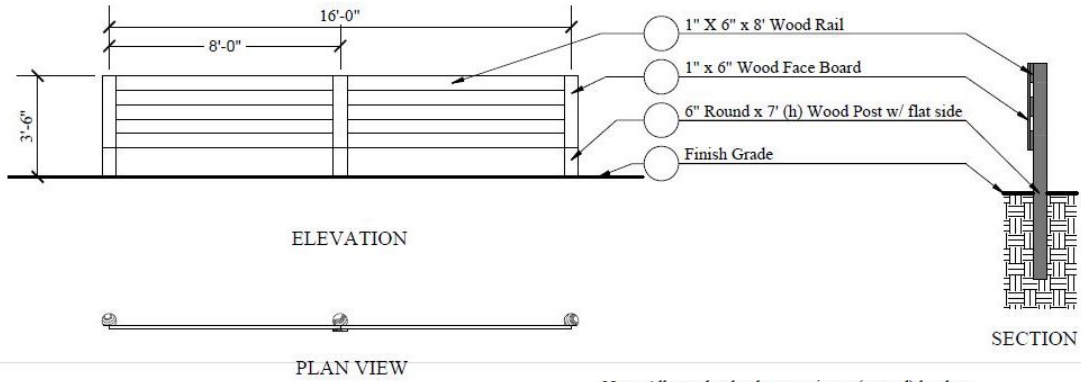
SPECIAL EASEMENTS SITE PLAN

[ATTACHED]

SAMPLE

EXHIBIT C

APPROVED FENCE DETAIL



Note: All wood to be decay resistant (treated) lumber;
paint exposed wood surfaces with Black stain;
all metal fasteners to be zinc coated/galvanized.

3 RAIL WOOD FENCE DETAIL
N.T.S.

SAM