

# OAK KNOLL

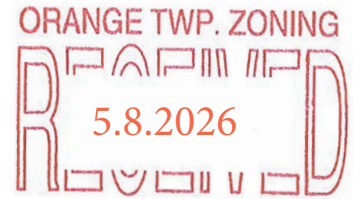
ORANGE TWP. ZONING  
**REAPPROVED**  
5.8.2026

## Planned Unit Development District (PUD)

### Development Plan And Zoning Submittal

Orange Township, Delaware County, Ohio  
May 2026





## TABLE OF CONTENTS

1. Rezoning Application
2. Project Overview
3. Development Text
4. Development Plan
  - a. Title Sheet
  - b. Grading and Utility Plan
  - c. Landscape Plan
5. Architectural Guidelines
6. Legal Description
7. Survey
8. Traffic Analysis\*
9. Letter – Delaware County Engineer Feasibility\*
10. Letters – Utilities\*
  - a. Delaware County Sanitary Sewer
  - b. DelCo Water
  - c. AEP
  - d. Suburban Natural Gas
11. Sample HOA Documents

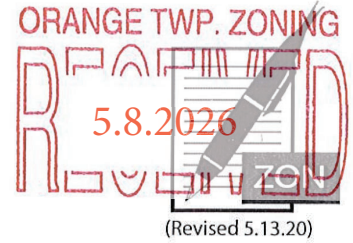
\*NOTE: items reference former project name of Hidden Oaks which has been changed per DCRPC directive to Oak Knoll.

ORANGE TWP. ZONING  
RECEIVED  
5.8.2026



# Rezoning Application

Page 1 of 6



**Orange Township Zoning Dept.**  
 Phone: (740) 548-5430  
 Fax: (740) 548-7537

### Property Information

Site Address: **6980 South Old State Road**

Parcel ID(s): **318-240-01-018-000; 318-240-01-019-000**

Total Acreage: <b>8.38 (survey)</b>	Subdivision: <b>Oak Knoll</b>	Lot #:
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### Property Description

Acres to be rezoned: **8.38**

Current Land Use: **Residential**

#### Surrounding Land Uses:

North	<b>Residential</b>
South	<b>Residential</b>
East	<b>Residential</b>
West	<b>Residential</b>

### Rezoning Request

Current Zoning District: **FR-1**

Proposed Zoning District: **PUD**

Proposed Land Use: **Residential**

Request: **Rezone 8.38 acre property to PUD District for a new 17 lot single family neighborhood with public utilities and onsite amenities**

### Decision Dates

Staff Technical Review:

Delaware County Regional Planning Commission (DCRPC):

Zoning Commission:

Board of Trustees:

### Staff Use Only

ZON #
Date Filed:
Fee Paid:
Payment:
Received By:

Hearings	Decision
Tech Review:	
DCPRC Date:	
ZC:	
BOT:	

### Checklist

- Fee Payment (check or money order only)
- Completed Application
- Notarized Signatures
- Available Utilities (see page 4)
- Development text (see page 4)
- Development Map (see page 5)
- Legal Description & Survey (see page 5)

### Water & Wastewater

- Water Supply**
- Public (Central)
  - Private (On-site)
  - Other

### Wastewater Treatment

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

### Submittal Options

Drop off: 1680 E Orange Road  
 Lewis Center, OH 43035  
 Mail in: 1680 E Orange Road  
 Lewis Center, OH 43035



# Rezoning Application

Page 2 of 6

ORANGE TWP. ZONING  
**RECEIVED**  
5.8.2026  
**RECEIVED**  
(Revised 5.13.20)

**Applicant Information**  Same as applicant

Name: Real Property Design and Development LLC

Individual     Corporation (If so State: )     Other

Address: 15 N. Liberty St  
Powell, OH 43065

Phone # 614-323-7800      Fax#

Email: john.wicks@rpddllc.com

Owner Authorization attached:  Yes  No

**Agent Information**  Same as applicant

Name:

Individual     Corporation (If so State: )     Other

address:

Phone #      Fax#

Email:

Owner Authorization attached:  Yes  No

**Property Owner Information**  Same as applicant

Name: 6980 SOS LLC

Individual     Corporation (If so State: )     Other

Address: 15 N. Liberty St., Powell, OH 43065

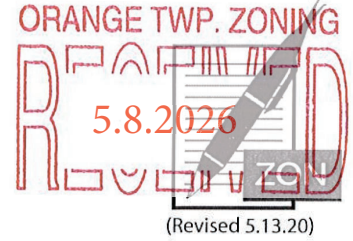
Phone # 614-323-7800      Fax#

Email: john.wicks@rpddllc.com



# Rezoning Application

Page 3 of 6



### Affidavit

I hereby certify that the facts, statements, and information presented within this application form and any subsequent documents attached hereto are true and correct to the best of my knowledge and belief. I hereby understand and certify that any misrepresentation or omissions of any information required in this application form may result in my application being delayed or not approved by the Township. I hereby certify that I have read and fully understand all the information required in this application form and all applicable requirements of the Orange Township Zoning Resolution.

### Applicant/Authorized Agent Affidavit

I, John Wicks (Print Name), hereby certify that all information provided is true and accurate. I agree to be bound by all provisions of the Orange Township Zoning Resolution.

[Signature]  
Individual Applicant's/Agent's Signature

5/8/26  
Date

Individual subscribed and sworn in my presence this 8 day of MAY, 2026.



**Nicole Wicks**  
Notary Public, State of Ohio  
Commission #: 2024-RE-970377  
My Commission Expires 04.16.2029

[Signature]  
Notary Public

Non-Individual Applicant's/Agent's Signature

Date

Non-Individual subscribed and sworn in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ both personally and on behalf of \_\_\_\_\_.

Notary Public

### Property Owner's Signature

I, John Wicks (Print Name), hereby authorize the applicant/agent listed above to file this application on my behalf and agree to amendment of the same as they deem appropriate.

Individual Property Owner's Signature

Date

Individual subscribed and sworn in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public

[Signature]  
Non-Individual Property Owner's Signature

5/8/26  
Date

Non-Individual subscribed and sworn in my presence this 8 day of MAY, 2026 both personally and on behalf of \_\_\_\_\_.



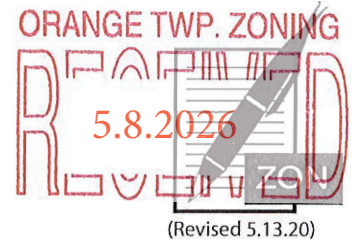
**Nicole Wicks**  
Notary Public, State of Ohio  
Commission #: 2024-RE-970377  
My Commission Expires 04.16.2029

[Signature]  
Notary Public



# Rezoning Application

Page 4 of 6



## Rezoning/Text Amendment Application Requirements

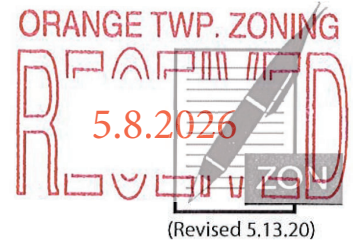
Any applicant who requests a zoning change is solely responsible for filing all materials required by the application in their entirety. Please consult with the Zoning Department to obtain a copy of pertinent development standards prior to filing a rezoning request. An incomplete application will not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

- At the time of filing, applicant must submit the following:
  - Completed application form
  - Ten (10) copies of all maps/plans (24" X 36" maximum)
  - Ten (10) reduced-scale copies of all maps/plans (11" X 17")
  - Ten (10) copies of development text and supplemental information
  - Digital Copy (pdf format) of all materials noted above
  - Fee (see current fee schedule)
  
- Basic Content of Development Text
  - Development Plan text (appropriate font & margins, cover page, table of contents, individual page #s and author)
  - Name of development
  - Most recent Zoning Resolution text (applicable articles) used as a presentation template (with Disclaimer)
  - Date of text and all subsequent revisions
  - Text shall address all standards in the respective zoning district
  - Detailed overview of the project
  - Legal description of the property. Current property survey to include acreage, all bearings and distances, and referencing an established beginning point.
  - Location/Area map. Base maps to scale (example: 1"= 100') are required. You can obtain this information and print a copy of the map on <http://www.delco-gis.org/auditor/>
  - All information that pertains to water, sanitary sewer, gas, electric and telecommunications must be provided. If services are to be provided by a private or public entity, a letter must be provided verifying that the services exist and that the applicant will have access to such services. If an on-lot septic system and/or well are proposed, information from the Delaware General Health District (or appropriate agency) must be provided.
  - Permitted, conditional and prohibited uses
  - Development plan procedure
  - Development standards
  - Gross Density/Lot Coverage
  - Phasing plans (if applicable)
  - Site development and easement agreements
  - List of divergences from Zoning Resolution provisions (if any) being requested (list code sections)
  - Any additional information or exhibits deemed necessary for proper consideration of the application by the Zoning Department, Zoning Commission and Board of Township Trustees



# Rezoning Application

Page 5 of 6



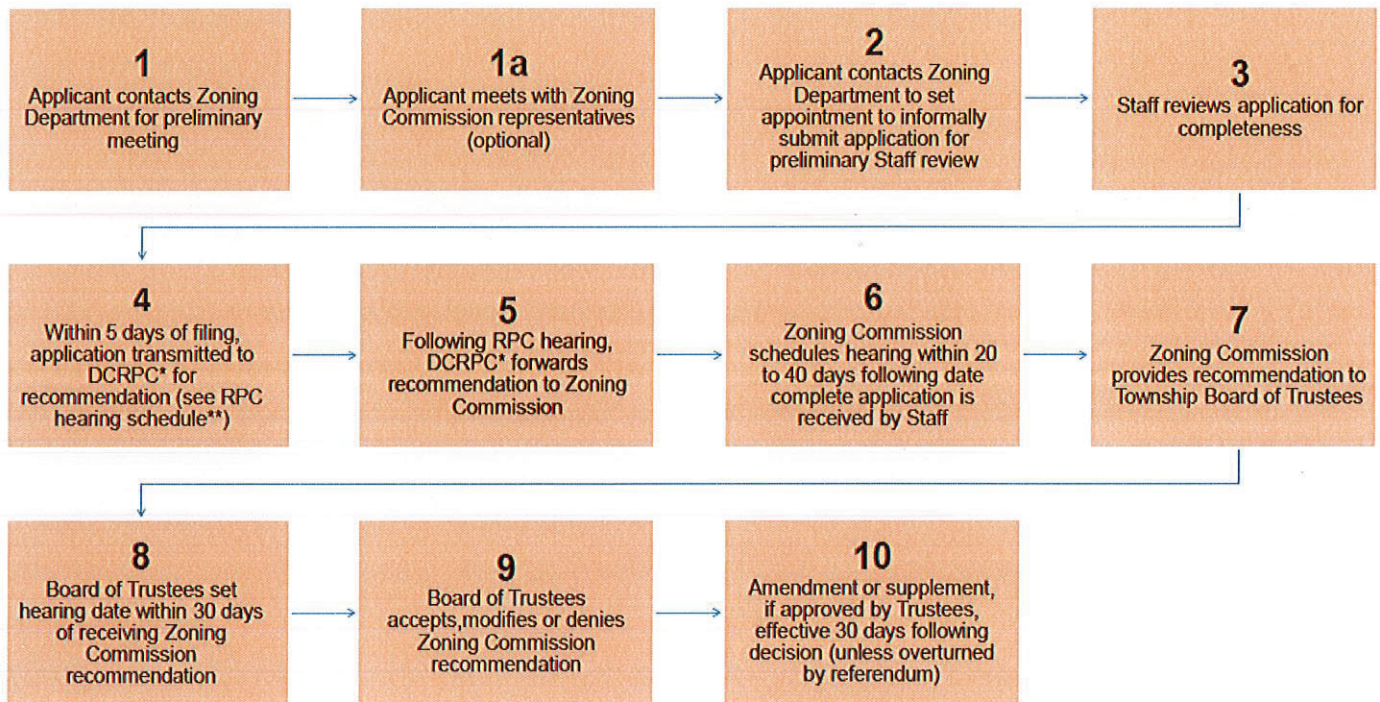
## Rezoning/Text Amendment Application Requirements Cont.

- Maps, Plans and Exhibits
  - Names of the applicant, architect, engineer and contractor with the respective addresses and phone numbers.
  - Street address of the subject property, the exact distance and direction to the nearest street intersection, and any other landmarks that would assist in locating and identifying the property.
  - Current zoning and use of each adjacent property.
  - North arrow on site plan(s).
  - Scale of drawing. Please use a suitable standard scale (i.e. 1"=100')
  - Dimensions, bearings and location of:
    - Property lines on all sides
    - All perimeter setback lines (front, rear, side, building and parking) and building separation (if applicable)
    - Existing and proposed building/s with size and height
    - Dumpster location/s
    - Proposed curb cuts, access drives and sidewalk locations (if any)
    - Existing sidewalks, curbs, alleys, streets, and service or frontage roads
    - Open space areas (no build/no disturb zones)
    - Lot size/s with acreage amount shown
    - Landscaping (plant species & quantities, planting details)
    - Lighting (photometrics, cut sheets)
    - Parking (space calculations required vs. proposed, parking stall dimensions)
    - Signage, including all details (in color)
    - Pedestrian/bikeway trails & easements
  - Parcel and building area in square feet
  - Density and lot coverage (gross & net)
  - Dimensions and location of existing and proposed parking and loading facilities, including but not limited to aisles, driveways, parking and loading stalls, entrances, exits, median strips, traffic islands, lighting, screening, fences, landscaping, greenbelts and signage.
  - Existing and proposed traffic circulation pattern.
  - Contour lines, soil types, and existing and proposed drainage facilities comprising the subject property.
  - Dimensions and location of existing and proposed sanitary wastewater system/s, water supply system/s and other utilities.
    - A letter approving on-site system/s is required from Delaware County General Health District
  - Phasing plans (if applicable)
  - Site development and easement agreements
  - Building Elevations (in color)
    - Architectural standards and exhibits including color chart and building materials
  - Any additional information or exhibits deemed necessary for proper consideration of the application.

Rezoning/Text Amendment Application Requirements Cont.

- Supplemental Information
  - Copy of Deed and/or Covenants
  - Zoning exhibit (legal description and survey)
  - Engineering feasibility (i.e traffic impact study, stormwater management)
  - Any additional correspondence from appropriate federal, state and local agencies.

Application Procedure

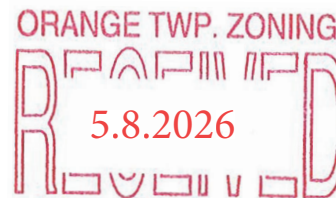


\*Delaware County Regional Planning Commission (DCRPC)

\*\* [DCRPC Calendar](#)

# PROJECT OVERVIEW

For  
**Oak Knoll**  
May 2026



The proposed project located at 6980 South Old State Road is situated on the west side of South Old State Road approximately 2,000 feet north of Orange Road. Public streets with curb and gutter will serve the subdivision, designed to Delaware County standards. The property is bordered on all sides by single family residential housing.

Zoning options for this property include (i) the straight Neighborhood (N) zoning district at 2.5 units per acre, and (ii) the Planned Unit Development District (PUD) from Orange Township’s newly adopted Zoning Code at 2 units per acre. While the Neighborhood district would yield more homes, the PUD option was selected in order to maintain the rural feel along South Old State Road by concentrating new homes west of the existing house on the property which is planned to remain and be renovated modernized to meet the architectural guidelines for Oak Knoll.

Oak Knoll as proposed will be a new premier PUD with connectivity to a future sidewalk along the west side of South Old State Road as part of a proposed 5-lane roadway project by the Delaware County Engineer. Upon completion of that project, residents will have access to the vast network of public multi-use paths and parks within Orange Township for all of its residents. Active and passive open spaces within Oak Knoll include 3 reserves totalling 22% of the gross project area with a gazebo and tot lot for the residents’ enjoyment in Reserve C at the northwest corner of the site.

Five foot (5’) wide sidewalks will be located in front of each lot and along frontages of open spaces for pedestrian connectivity throughout.

The neighborhood will have a single, common USPS cluster mailbox kiosk per federal regulations.

**Consistency with Comprehensive Plan:** The PUD use is consistent with Orange Township’s Land Use Plan Subarea 10, as it is surrounded by SFPRD neighborhoods and larger FR-1 residential properties, at 2.0 dwelling units per acre.

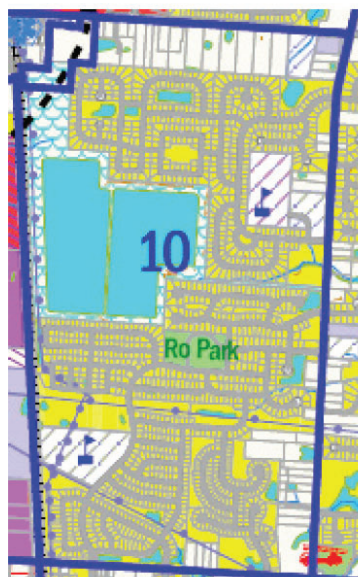


## SUBAREAS

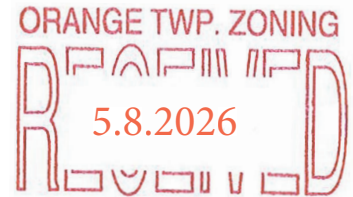
Central Residential Heartland - Subarea 10  
Land area: 986 acres  
Undeveloped area: 21 acres  
Current population: 3,644 (1,248 unit)

This area is bounded by the railroad tracks on the west, the Lewis Center District on the northwest, Lewis Center Road on the north, Orange Road on the south, and South Old State Road on the east.

- 10-1. Continue large lots of one acre or more fronting on Orange, Lewis Center and South Old State Roads.
- 10-2. Rehabilitation and reuse of existing structures should be encouraged, including conversion to office uses or live/work spaces directly south of the commercially-zoned portion of Evans Farm. New structures should maintain the same character of existing buildings including setbacks and massing.
- 10-3. In-fill remaining lands with planned developments at 2 units per acre if served by centralized sanitary sewer.
- 10-4. Work with Del-Co water to obtain right of way for Road D (Home Road Extension).
- 10-5. The Lewis Center Road/South Old State Road intersection should remain residential or uses allowed in FR-1.



**DEVELOPMENT TEXT**  
**For**  
**OAK KNOLL**



**Application for Planned Unit Development District (PUD)**  
**May 8, 2026**

**Property Information**

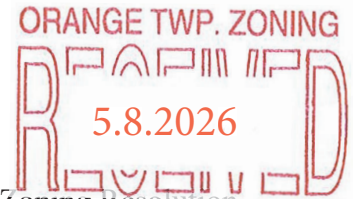
Address: 6890 South Old State Road, Lewis Center, OH 43035  
Parcel Number: 318-240-01-018-000 and 318-240-01-019-000  
Total Acreage: 8.34 Acres

**Applicant/Owner/Developer**

6890 SOS LLC  
15 N. Liberty Street  
Powell, OH 43065  
Phone: 614-323-7800  
Email: [john.wicks@rpddllc.com](mailto:john.wicks@rpddllc.com)

**Designer/Engineer**

Real Property Design and Development, LLC  
15 N. Liberty Street  
Powell, OH 43065  
Attention: John C. Wicks  
Phone: 614-323-7800  
Email: [john.wicks@rpddllc.com](mailto:john.wicks@rpddllc.com)



**NOTICE**

These materials represent a current compilation of the Orange Township Zoning Resolution, and reflect the end product of the evolution of Zoning in Orange Township from its initial adoption by the voters on November 8, 1955, and through the amendments effective October 8, 1971, November 25, 1982, January 19, 1989, February 1, 1990, October 6, 1992, June 2, 1994, January 27, 2002, June 15, 2005, August 16, 2006, May 17, 2007, August 20, 2008, May 7, 2009, June 16, 2010, March 9, 2011, May 1, 2013, June 13, 2016, June 1, 2019, August 3, 2020, November 4, 2020, and July 21, 2022

Every effort has been made to ensure the accuracy of this compilation. However, the user is advised that, in any conflict between these materials and the original Zoning Resolution or the Amendments thereto, the text of the latter shall control.

Effective March 5, 2026

**Permitted and Conditional Uses**

Article 5

*Table 5.02 A – Comprehensive Permitted and Conditional Uses*

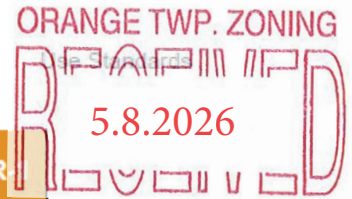
	Commercial Corridor	Neighborhood Commercial	Community Living Zone	Flex Employment Zone	Mixed-Use District	Neighborhood Zone	Farm Residential
Use Name (and Use Standards)	CC	C-2	CL	FE	MU	N	FR-1
● = Permitted							
○ = Conditional							
Accessory Dwelling Unit (ADU)							○
Adult Entertainment Business				○			
Advanced Manufacturing	●			●			
Agriculture	●	●	●	●	●	●	●
Antique Shop	●	●		●	●		
Art Studio	●	●		●	●		
Artisan Manufacturing	●	●		●	●		
Arts Center	●	●		●	●		
Assisted Living Facility							
Assisted Living Facility, Senior	●		●		●		
Beverage Sales, Liquor, Beer, or Wine Store	●			●	●		
Beverage, Brewing and Distilling	○			●	○		
Beverage, Distribution	○			●			
Beverage, Non-Alcoholic Production	○			●	○		
Car Wash	○			●			
Cemeteries							●

Article 5

Use Name (and Use Standards)	CC	C-2	CL	FE	MU	N	FR-1
Clinic	●			●	●		
Clinic, Veterinary	●	●		●	●		
Collection and Recycling Facility	●			●			
Commercial College	●			●	●		
Commercial Recreation – Indoor – Large	●			●			
Commercial Recreation – Indoor – Small	●	●		●	●		
Commercial Recreation – Outdoor – Large	●			●			
Commercial Recreation – Outdoor – Small	●			●	●		
Community Center	●	●		●	●		
Community Garden	●	●	●	●	●	●	●
Concession Stand	●			●	●		
Construction-Related Structures	●	●	●	●	●	●	●
Data Center				●			
Day-Care Center	●	●		●	●		
Day-Care Home – Type A			○		○	○	○
Day-Care Home – Type B			○		○	○	○
Drive Through	●			○			
Drug, Alcohol, or Psychiatric Treatment Center				○			
Drugstore	●	●		●	●		

ORANGE TWP. ZONING  
 REVIEWED  
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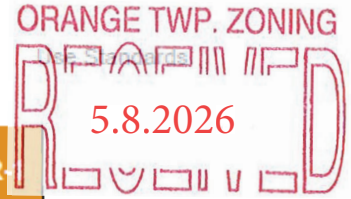
Use Name (and Use Standards)	CC	C-2	CL	FE	MU	N	FR-1
Event Center	●			●	○		
Financial Institution	●	●		●	●		
Fitness Facility/Gym	●			●	●		
Food Sales, Large Grocery	●			●	●		
Food Sales, Small Grocery	●	●		●	●		
Food Service, Commissary/Bakery	●	●		●	●		
Food Service, Deli	●	●		●	●		
Funeral Home	●			●	○		
Garden Center	●			●	●		
Government Administration	●	●		●	●		○
Ground Mounted Solar Energy System	○			●			○
Group Home			○			○	○
Heavy Industrial				○			
Home-Based Business			●		●	●	●
Hospital	●			●	○		
Integrated Solar Energy System	●	●	●	●	●	●	●
Kennel	●			●			○
Library	●	●	●	●	●		●
Light Industrial	●			●			
Marijuana Facility							
Massage and Physical Therapy	●	●		●	●		



Use Name (and Use Standards)	CC	C-2	CL	FE	MU	N	FR
Microbrewery or Microdistillery	●			●	●		
Motorcycle Sales and Service	●			●			
Offices, Business and Professional	●	●	○	●	●		
Overnight Lodging, Bed and Breakfast	●	●		●	●		○
Overnight Lodging, Boutique Hotel	●	●		●	●		
Overnight Lodging, Hotel or Motel	●			●	●		
Park	●	●	●	●	●	●	●
Parking Garage	●		○	●	○		
Personal Services	●	●		●	●		
Private Club	●			●	●		
Private Garage	●	●	●	●	●	●	●
Recreational Vehicle Sales/Services	○			●			
Religious Assembly	●	●	○	●	●	○	○
Research/Laboratory Facility	●			●			
Residential (1-2 Units)			●		●	●	●
Residential (2-5 Units)			●		●		
Residential (6+ Units)			●		●		
Restaurant – Full Service	●	●		●	●		
Restaurant – Limited Service	●	●		●	●		



Use Name (and Use Standards)	CC	C-2	CL	FE	MU	N	FR
Restaurant – Quick Service	●			●	○		
Retail Gasoline and Convenience	●			●			
Retail Store, Large – Over 50,000 GFA	●						
Retail Store, Medium – Over 4,000 GFA, Under 50,000 GFA	●	●		●	○		
Retail Store, Small – Under 4,000 GFA	●	●		●	●		
Rooftop Solar Energy System	●	●	●	●	●	●	●
School – College/University	●	●		●			
School – Primary	●	●	●		●	●	●
School – Secondary	●	●	●		●	●	●
Senior Independent Living Facility	●		●		●		
Skilled Care Facility	●		●		●		
Small Solar Facility	○			●			
Standalone Drive-Through Facility	●			●			
Standalone Emergency Facility	●			●			
Storage Facility, Indoor				●			
Storage Facility, Outdoor				●			
Swimming Pool	●	●	●	●	●	●	●
Theater	●			●	●		
Transitional Dwelling			○		○		



Use Name (and Use Standards)	CC	C-2	CL	FE	MU	N	FR
Urgent Care	●			●	●		
Utility Generation Facility	●			●			
Vehicle Repair Garage, Heavy Vehicles				○			
Vehicle Repair Garage, Light Vehicles	○			●			
Vehicle Sales and Service	○			●			
Walk-Up / Bike-Up Window	●	●		●	●		
Warehousing and Logistics	○			●			
Wholesale Sales	●			●			

**ARTICLE 10. Planned Unit Development District (PUD)**

**A. Purpose.** The Planned Unit Development District (PUD) is established to provide flexibility for unique projects that promote the goals of the Comprehensive Plan, but that cannot be accomplished under a base zoning district, in addition to fostering orderly development. *The proposed project is located within Subarea 10 of the Comprehensive Plan. This PUD plan promotes the applicable goals of the Comprehensive Plan as follows:*

- *10-1 in preserving the current feel and character of South Old State Road by consolidating new homes to the west of the existing house on the property*
- *10-2 by rehabilitating and modernizing the existing house on the property*
- *10-3 by proposing a gross density of 2 units per acre with centralized sewer*

**B. Process.** The establishment of a planned unit development requires a zoning map amendment per ORC Section 519.12.

**C. Application requirements.** In addition to, and preceding, the procedural requirements of the zoning map amendment process in ORC Section 519.12, the Zoning Inspector shall receive applications for planned unit developments and confirm if they are complete. A complete application for a planned unit development includes the following information:



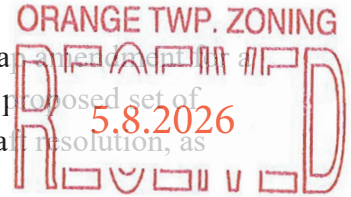
- 1) A site plan that meets the requirements of a zoning permit application as specified in Section 25.02(2) - Zoning Permits, Applications, and Fees. **Plan**
- 2) A lighting plan per Section 21.03 - Lighting. **No street lighting is proposed. This PUD shall comply with all other applicable rules of Section 21.03.**
- 3) A landscaping plan per Section 21.06 - Landscaping, Screening, and Buffering. **See Development Plan**
- 4) A parking plan per Section 21.12 - Section 21.12 Parking, Drive-Throughs, and Circulation. **No specific parking plan is required for residential projects. Each home site shall be required to have a minimum of two (2) enclosed garage parking spaces and two (2) additional parking spaces in the driveway**
- 5) A signage plan per Article 22 - Signage. **See Development Plan and Article 22.07 below.**
- 6) Proposed building elevations and exterior finish materials per Section 21.05 – Street-Facing Façade Design Standards, if applicable. **See Architectural Design Guidelines**
- 7) A proposed set of uses that would be permitted across the development. Such a set of uses shall only include uses that are permitted outright and shall not propose any uses to be permitted as conditional uses. Any use not listed as a permitted use shall be considered a prohibited use. **The use shall be single-family residential homes and permissible accessory uses**
- 8) A proposed set of dimensional standards, including setbacks and heights, that would be permitted across the development. **See Development Plan**
- 9) A phase schedule if the development will be constructed in phases. **The project will be completed in a single phase**
- 10) An executed acknowledgement from the Applicant requiring that all real property is to be placed in an existing JEDD or new JEDD in which Orange Township is a contracting party, provided that the proposed set of permitted uses includes any commercial or industrial components. **Not Applicable**
- 11) A fee as established by the Board of Trustees. **Fee included with submittal**

12) A list of requested divergences from any applicable development standards, if any, and written justification for said divergences. **No divergences requested**

**D. General Development Standards.** All applications for a PUD shall comply with the development standards in Article 21 of this Zoning Resolution, unless specific divergences from these provisions are approved by the Orange Township Board of Trustees. If any divergences are required, the applicant shall note them in their development plan and provide written justification for said divergences.

**E. PUD Development Standards.** All applications submitted under this Article shall comply with the following development standards:

- 1) If the area to be rezoned under this Article includes single-family residential uses, the maximum number of residential units per gross acre of area within the area to be developed shall be no greater than 2. units per acre. **Complies**
- 2) If the area to be rezoned under this Article includes multi-family residential uses, the maximum number of residential units per gross acre within the area to be developed shall be no greater than 6 units per acre. **Not Applicable**
- 3) If the area to be rezoned under this Article includes a mix of residential and commercial uses, with at least 20% of the gross floor area of all proposed buildings being dedicated to commercial uses, the maximum number of residential units per gross acre of area within the area to be developed shall be no greater than 8 units per acre. **Not Applicable**
- 4) The maximum height for buildings dedicated solely to residential uses shall be 35 feet. **Complies**
- 5) The maximum height for buildings dedicated solely to commercial or industrial uses shall be 50 feet. **Not Applicable**
- 6) The maximum height for buildings containing a mix of residential and commercial uses shall be 50 feet. **Not Applicable**
- 7) If a property to be rezoned under this Article contains any commercial or industrial uses, the minimum building setback from any lot line of a residential zoning district shall be 100 feet. **Not Applicable**



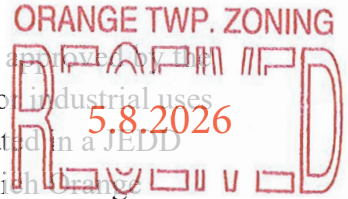
**F. Application format.** As part of an application for a text and/or map amendment for a planned unit development, the proposed set of permitted uses and dimensional standards required above shall be formatted into a draft as specified by the Zoning Inspector.

**G. Review criteria.** The reviewing authorities shall consider if:

- 1) The proposal is consistent with the purpose, criteria, intent, and standards of this Article and Zoning Resolution. **Complies**
- 2) The proposal would meet or exceed the goals, objectives, and/or recommendations of the Comprehensive Plan. **Complies**
- 3) The proposal would support safe walking, bicycling, wheelchair, and other non-vehicular transportation to and between common destinations including residences, employment centers, educational facilities, shopping, and recreation that is provided within or adjacent to the planned unit development. **Complies. See Development Plan. Sidewalks are included in this plan which will connect to the proposed sidewalk along the west side of South Old State upon the County's completion of that road widening project.**
- 4) The proposal would promote the conservation and/or promotion of natural resources within the Township. **Complies. This PUD design facilitates the preservation of mature tree rows and the location of the existing pond located at the east end of the site.**
- 5) There are any other considerations which promote public health, safety, and welfare as may be deemed relevant by the Board of Trustees.

**H. Conditions to approval.** In addition to other powers provided per ORC Section 519.12, the reviewing authorities may impose conditions on the approval of a planned unit development that would cause the development to meet applicable review criteria. Such conditions may include but are not limited to the following:

- 1) A requirement to modify specific aspects of an application.
- 2) A requirement that the development or specific portions thereof shall comply with any or all applicable standards laid out in Article XXI and Article XXII of the Orange Township Zoning Resolution.



**I. Condition of Approval.** Unless otherwise excluded by resolution approved by the Board of Trustees, no real property that includes any commercial or industrial uses shall be included in an approved PUD unless such property is located in a JEDD created under Section 715.72 of the Ohio Revised Code and in which Orange Township is a contracting party. No zoning permits or Certificates of Zoning Compliance shall be issued by the Zoning Department until such time that an executed petition (or petitions) is (or are) submitted to Orange Township that fulfill the statutory requirements of Section 715.72 of the Ohio Revised Code from the owner(s) of record, and the owner(s) of any businesses operating thereon, for any property included in the Application and Development Plan that is put to a commercial or industrial use, to effectuate and acknowledge said property owner(s) and business owner(s) consent and subjection to the JEDD.

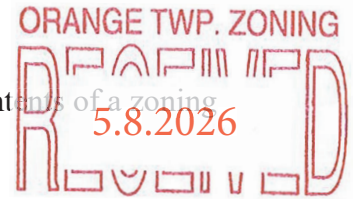
## ARTICLE 21. General Development Standards

### Section 21.01 Performance Standards **This PUD shall comply**

- A. **Applicability.** All uses established or placed into operation on or after the effective date of this Zoning Resolution shall comply with the following performance standards. No use in existence prior to the effective date of this Zoning Resolution shall be altered or modified in a manner that conflicts with these standards.
- B. **General Standards.** All uses shall conform to the standards of the Ohio Environmental Protection Agency regarding glare, heat, exterior light, liquid or solid wastes, vibrations, and noise.
- C. **Glare, Heat and Exterior Light.** Any operation producing intense light or heat, such as high temperature processing, combustion, welding, or other, shall be performed within an enclosed building and not be visible beyond any lot line bounding the subject property.
- D. **Liquid or Solid Wastes.** No discharge at any point into any public sewer, private sewage disposal system, or stream, or into the ground, of any materials of such nature or temperature as can contaminate any water supply or interfere with bacterial processes in sewage treatment, shall be permitted.
- E. **Vibrations and Noise.** No uses shall be located – and no equipment shall be installed – in such a way as to produce intense, earth-shaking vibrations which are discernible without instruments at or beyond the property line of the subject premises.
- F. **Noise.** No use shall conflict with the noise standards in the currently adopted Orange Township Noise Resolution.

### Section 21.02 Accessory Uses and Structures **This PUD shall comply**

- A. **Classifying Accessory Uses and Structures.** Accessory uses and accessory structures are defined as written in the Definitions section of this Zoning Resolution. Where a given use or structure or a proposed use or structure does not clearly meet the definition of a primary use, accessory use, primary structure, or accessory structure, the Zoning Inspector shall classify the use or structure based on, as appropriate:



- 1) Information provided by the property owner, including the contents of a zoning permit application;
- 2) Signage located on the property;
- 3) Signage that identifies the property;
- 4) The operation of similar uses and their common association with other uses;
- 5) The size of a structure (including footprint area and height) in relation to the size of other structures on the same property;
- 6) The location of a structure in relation to the location of other structures on the same property;

**B. Zoning Permit Required.** Unless explicitly exempted, a Zoning Permit is required to establish, construct, or operate an accessory use and/or accessory structure.

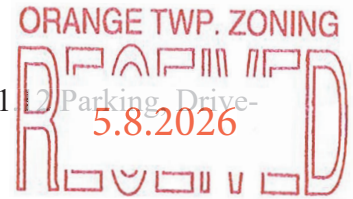
**C. Exempt from Zoning Permit.** Accessory structures that have a footprint area of less than 100 square feet and that are not located in a front yard are exempt from requiring a zoning permit. This exemption does not include signage.

**D. Conflict with Other Sections.**

- 1) The standards within this Article shall control, unless an approved Planned District explicitly changes these provisions.
- 2) The standards adopted for an existing and previously approved Planned District shall control development within the Planned District and shall supersede any similar standard within this Zoning Resolution.

**E. Accessory Uses - Location and Operation.**

- 1) Accessory uses shall be located on the same property as the associated primary use.
- 2) Accessory uses must continuously meet the definition of an accessory use. Should a change in operation cause the accessory use to meet the definition of a primary use, a new Zoning Permit shall be required.
- 3) Signage standards for accessory uses are included in Article 22 – Signage.



- 4) Parking standards for accessory uses are included in Section 21.02 - Parking, Driveways, Throughs, and Circulation.
- 5) Home occupations may be permitted as accessory to a residential dwelling subject to the standards of Section 5.06 - Home Occupations.

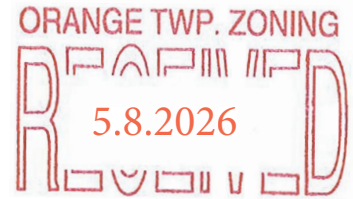
**F. Accessory Structures – Location and Design.**

- 1) Accessory structures shall not be located in a front yard. Properties in the Farm Residential (FR-1) district are exempt from this standard.
- 2) Accessory structures shall not exceed the height or footprint area of the primary structure on the same property.
- 3) In addition to other applicable standards provided within this Section, accessory structures shall observe the same setback requirements that apply to primary structures on the subject property unless explicitly exempted in Section 21.04 - Dimensional Standards.

**Section 21.03 Lighting This PUD shall comply. No Street lights are proposed with this PUD**

**A. Exempt from a Zoning Permit.** The following types of exterior lighting shall not require a Zoning Permit:

- 1) Lighting on residential properties that do not exceed 2850 lumens (equivalent to a 150-watt incandescent lamp).
- 2) Temporary holiday lighting.
- 3) Fixtures producing light directly by the combustion of fossil fuels, such as kerosene lanterns or gas lamps.
- 4) Fixtures required by the Ohio Building Code that operate only in emergencies.
- 5) Temporary emergency lighting installed by the police, fire department, or other governmental agency, including lights on emergency service vehicles.
- 6) Streetlights that are installed by a governmental agency.



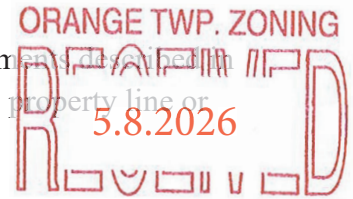
- 7) Illuminated poles for governmental or institutional flags.

**B. Lighting Required.** Exterior lighting is required for the following:

- 1) Change of use of a mixed-use or other non-residential property.
- 2) Construction of a mixed-use or other non-residential structure.
- 3) Expansion of a mixed-use or other non-residential structure.
- 4) New or expanded vehicular parking areas for a mixed-use or other non-residential property.
- 5) New, expanded, or rebuilt on-site pedestrian walkways associated with uses other than Residential (1-2 Units) uses.

**C. Design of Lighting.**

- 1) Lighting shall not be installed within a public right-of-way except where authorized or installed by government entities or their designees.
- 2) All exterior lighting shall be shielded to prevent direct views of a light source from a separate property and shall meet the definition of full cut-off light fixtures.
- 3) All exterior lighting shall have a maximum temperature of 5000 Kelvin.
- 4) Each pedestrian entrance and exit, excluding exits for emergency use only, shall have a full cutoff light fixture.
- 5) Pedestrian walkways on non-residential properties shall be sufficiently illuminated to prevent any dark areas. This provision shall not be construed to require illumination for pathways that are included in trails.
- 6) The height of lighting pole, including light fixtures in parking areas, shall not exceed twenty (20) feet, as measured from grade level to the highest point of the light pole.
- 7) The entire parking area of a given property, including parking spaces and drive aisles, shall be sufficiently illuminated to prevent any dark areas.



- 8) The levels of lighting shall not exceed the footcandle measurements at the property line or beyond five (5) feet into an adjoining property.

*Table 21.03-A - Maximum Light Pollution Illuminances*

Receiving Area Zoning Classification	Maximum Footcandles at (or within 5 feet of) the Property Line
Industrial	2.0
Office and Business	2.0
Residential	0.4

- D. **Prohibited Lighting.** The following types of lighting are prohibited: search lights, beacons, laser source lights, or any similar high-intensity or flashing lights.
- E. **Required Information of a Lighting Plan.** A submitted plan for exterior lighting shall include the following information on a site plan:
- 1) The locations of each proposed light fixture, including poles and wall-mounted fixtures.
  - 2) The height of the proposed lighting fixtures.
  - 3) The lighting levels for the proposed site and an area extending a minimum of 30 feet onto adjacent properties.
  - 4) The proposed intensity levels of the lighting throughout the site indicating footcandle measurements.
  - 5) A graphic representation of the proposed fixtures.
  - 6) Information on the fixture lamp type (e.g. low pressure sodium, metal halide, or other).

**Section 21.04 Dimensional Standards This PUD shall comply**



- A. **Applicability.** Each zoning district provides a reference of minimum dimensional standards, as applicable, for lot sizes, setbacks, building and related requirements in this Zoning Resolution.
- B. **Principal and Accessory Structures.** Setback standards shall apply to all principal and accessory structures unless otherwise specified.
- C. **Setbacks for nonresidential uses abutting residential districts.** Nonresidential buildings or uses except parking shall be set back at least 100 feet from the lot line of any residential district (these districts may include, but are not limited to, Neighborhood Zone (N), Community Living (CL), Single Family Planned Residential District (SFPRD), Multi Family Planned Residential District (MFPRD), Planned Elderly Residential District (PERD), Route 23 Corridor Overlay District (RCOD), or Planned Unit Development (PUD), providing that district is exclusively residential in nature). This requirement shall supersede any normal setback requirement of all zoning districts in this Resolution, unless specifically approved as a divergence by the Board of Township Trustees in an approved Planned Unit Development.
- D. **Permitted encroachments into required setbacks.** The following elements may project into required setbacks as specified by dimensions and/or locations, but are subject to any other applicable provision of this Resolution:
- 1) Landscaping, buffer yards, fences, and walls, except for walls that are part of a building. Additional regulations apply in Section 21.06 - Landscaping, Screening, and Buffering.
  - 2) Walkways and driveways.
  - 3) Awnings; canopies; galleries; building eaves; roof overhangs; gutters; downspouts; light shelves; bay windows and oriels less than ten (10) feet wide; chimneys; flues; cornices; belt courses; egress windows; sills; buttresses; and other similar architectural features may encroach up to five (5) feet into a required setback from a principal building, provided that such extension is at least five (5) feet from the vertical plane of any lot line.
  - 4) Unenclosed front porches may encroach into a front setback provided that such encroachment is no greater than ten (10) feet from the front building facade, and no closer than ten (10) feet from the vertical plane of any lot line.
  - 5) Hardscape aprons surrounding pools may encroach up to three (3) feet into the required side and/or rear setbacks.

**Section 21.05-A Street-Facing Façade Design Standards. Not applicable to Residential PUD**

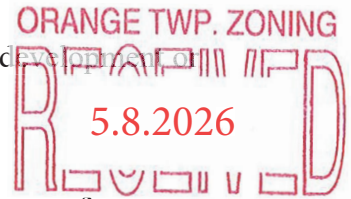
*Applicability.* The requirements of Section 21.05 – Street-Facing Façade Design Standards apply to any new construction of a mixed-use, commercial, or other **non-residential** development within the districts and zones specified.

**B. Required Design Elements. Not Applicable to Residential PUD**

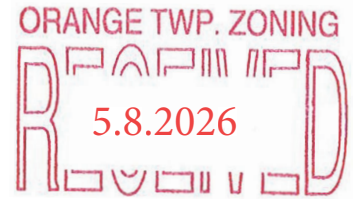
**Section 21.06 Landscaping, Screening, and Buffering Not Applicable to Residential PUD however shall be applicable to the future homes within the PUD**

A. **Purpose.** The purpose of this section is to provide consistent standards for landscaping, screening, and buffering provided within or along private properties. The standards herein establish the minimum and/or maximum requirements, as applicable, for all landscaping, screening, and buffering that is required or otherwise provided on a given private property. Through the standards below, landscaping, screening, and buffering will:

- 1) Provide shade and reduce the heat-island effect of paved roadways.
- 2) Help absorb stormwater to reduce stress on stormwater management infrastructure.
- 3) Protect non-invasive, non-dangerous trees from removal.
- 4) Encourage additional planting of non-invasive species to enhance quality of life and quality of place.
- 5) Increase the canopy of tree foliage throughout Orange Township.
- 6) Reduce noise nuisances that may carry over between certain zones and districts.
- 7) Reduce visual nuisances by limiting views between certain zones and districts.
- 8) Restrict screening to a specific set of materials.



- B. **Applicability.** The standards of this article apply to the following developments and alterations of a private property:
- 1) New construction of a principal structure.
  - 2) Expansion of an existing principal structure by 2,500 square feet or more.
  - 3) Repair or rehabilitation of a property that, after review by the Zoning Inspector, would expand the gross floor area of a primary structure on the subject property by fifty percent (50%) or more.
  - 4) Construction of a new parking area.
  - 5) Expansion of an existing parking area by over 25% of the existing surface area.
  - 6) Specific types of tree planting or removal per the provisions within this article.
- C. **Exempt from Zoning Permit.** Unless otherwise provided, installation of landscaping, screening, and buffering does not require a zoning permit. Property alterations that do not comply with these provisions are subject to the proceedings in Article 29 – Enforcement.
- D. **Landscaping plan requirements.** Any landscaping plans required as part of a zoning permit review shall provide a site plan of existing conditions and a site plan of proposed conditions that clearly identify the information described within this Section.
- E. **Existing conditions site plan.** A site plan of existing conditions shall clearly identify:
- 1) Property lines.
  - 2) Adjacent public rights-of-way.
  - 3) Existing utilities and easements.
  - 4) Existing building footprint(s).
  - 5) Existing fencing, including a description of the height(s) and material(s).
  - 6) Existing trash container or dumpster areas.
  - 7) Areas of existing hardscaping (concrete and asphalt pavement).
  - 8) Existing trees.
  - 9) Areas of existing vegetative landscaping with the type of vegetation noted.
- F. **Proposed conditions site plan.** A site plan of proposed conditions shall clearly identify:
- 1) Property lines.



- 2) Adjacent public rights-of-way.
- 3) Existing utilities and easements.
- 4) Existing building footprint(s).
- 5) Proposed building expansion(s) or demolition(s).
- 6) Proposed fencing, including a description of the height(s) and material(s).
- 7) Proposed trash container or dumpster areas.
- 8) Trees to be removed.
- 9) Type and quantity of trees to be planted.
- 10) Proposed areas of hardscaping (concrete and asphalt pavement).
- 11) Proposed areas of vegetative landscaping, with type and quantity of species listed out.
- 12) The person or group responsible for maintaining landscaping.

G. **Native species encouraged.** Native species are encouraged to be planted. Invasive species, as classified by the Ohio Department of Natural Resources, shall not be utilized to meet any landscaping, buffering, or screening requirement.

**Section 21.07 Street Tree Requirements** **Although not listed in Table 21.07-A below, This PUD shall provide street trees according to this section, if deemed appropriate by the Board of Trustees.**

A. **Applicability.** Where this Section is made applicable by any work described in Section 21.06.B, the requirements of Section 21.07 Street Tree Requirements apply within the districts specified in Table 21.07-A - Street Tree Applicability.

*Table 21.07-A - Street Tree Applicability*

Zone or District Name	Symbol	Applies
Commercial Corridor Zone	CC	●
Community Living Zone	CL	●
Farm Residential	FR-1	
Flex Employment Zone	FE	●
Mixed-Use District	MU	●
Neighborhood Zone	N	●

**Table Notes:**

● = Applies

- B. New street trees required.** 1 new tree shall be required for every 30 lineal feet of front lot lines for a given property. This calculation shall be rounded up to the next whole number of trees. (E.g., a property with a front lot line 29 feet long shall be required to plant 1 tree; a property with a front lot line 31 feet long shall be required to plant 2 trees.)
- C. Permitted locations of street trees.**
- 1) Where applicable, new trees shall be planted within the front yard(s) of the subject property, or within 500 feet of the subject property in the public right-of-way if approved by the Public Works Department. Street trees may not be located within the right-of-way unless explicitly approved in writing by the Public Works Department. Street trees that are planted without prior approval may be removed and disposed of by Orange Township.
  - 2) The minimum spacing between tree trunks shall be no less than the minimum recommended spacing for the tree species.
- D. Credit for existing trees.** Upon confirmation by the Zoning Inspector, the requirements of this Section shall be considered partially or fully met, depending on the number of required street trees, if:
- 1) The public right-of-way within 500 feet of the subject property already has sufficient trees to meet these requirements; or
  - 2) The subject property has a buffer yard along the adjacent public rights-of-way that contains a sufficient number of trees; or
  - 3) The public right-of-way does not physically have enough room for additional trees at the time of application upon determination by the Public Works Department (e.g., the roadway, curbing, and sidewalk completely fill the width of the public right-of-way).

**Section 21.08 Perimeter Landscaping Requirements Not Applicable to Residential PUD**

**Section 21.09 Bufferyard Requirements Not Applicable to Residential PUD**

**Section 21.10 Screening Standards Although not listed in Table 21.10-A below, This PUD shall provide screening according to this section as it relates to the Neighborhood Zone, if deemed appropriate by the Board of Trustees.**

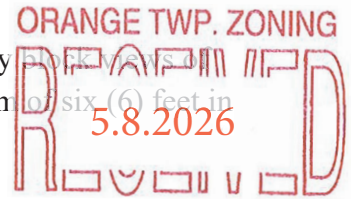
- A. **Screening required.** Screening is required around all outside or open areas of the following:
- 1) Storage of trailers;
  - 2) Non-vehicular equipment;
  - 3) Tools and machinery;
  - 4) Loading docks;
  - 5) Containers (including ground-mounted shipping containers);
  - 6) Consumer goods;
  - 7) Outdoor sales and display;
  - 8) Packaged wholesale merchandise (including merchandise on pallets); and
  - 9) Trash containers or dumpsters.
- B. **Permitted screening types.** Specified screening types are permitted per Table 21.10-A - Screening Standards.

*Table 21.10-A - Screening Standards*

Zone, District, or Overlay Name	Permitted Screening Types			
	Fence	Walls	Berm	Trees/Shrubs
Commercial Corridor Zone (CC)	●	●	●	●
Community Living Zone (CL)	●			●
Farm Residential (FR-1)	●		●	●
Flex Employment Zone (FE)	●	●	●	●
Mixed-Use District (MU)	●	●	●	●
Neighborhood Zone (N)	●			●

**Table Notes:**  
 ● = permitted

- C. **Design of screening.**



1) Where screening is required, such screening shall effectively required screening areas between grade level and a minimum height above grade level.

2) Some permitted fence types in Table 21.10-A - Screening Standards may not, alone, effectively block views and may require supplemental screening.

D. **Minimum and maximum height of screening.** All such screening shall be properly maintained in an orderly fashion and be a minimum of six (6) feet in height and no taller than twelve (12) feet in height. The maximum height restriction does not apply to trees that are included in screening.

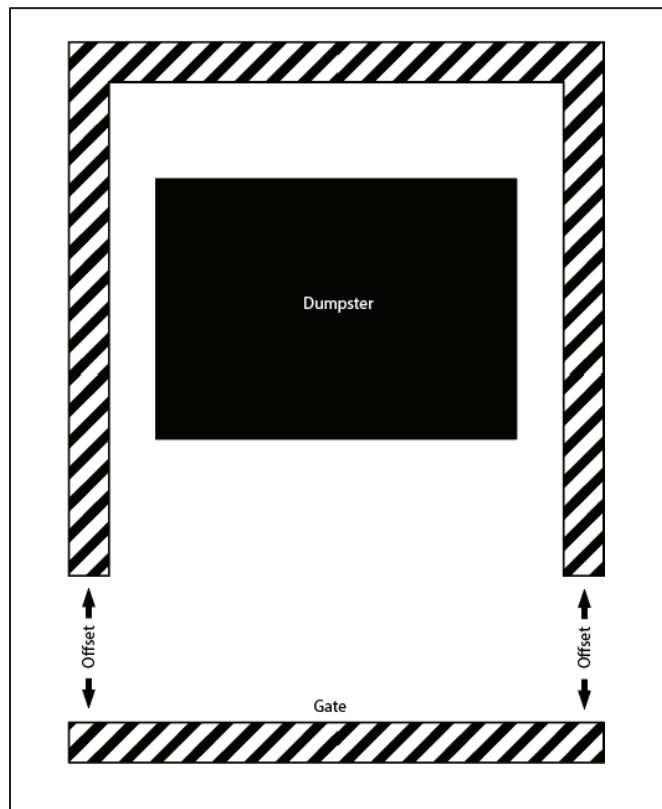
E. **Screening of mechanical and service equipment.** All equipment for heating, ventilation, air conditioning, and similar devices shall be screened from direct view from a non-alley public right-of-way by a building (i.e., the devices are located behind a building on the subject property), or by landscaping and screening that meets the provisions of this Section.

F. **Screening of dumpsters and storage areas.** Trash containers, dumpsters, and storage areas shall be screened on three sides with a solid wall or fence that is a minimum of one foot taller than the trash container, dumpster, or the material within the storage area to be screened. A solid gate of the same height as the walls or fence shall be constructed for the fourth side. Per Figure 21.10-A - Potential Layout of Dumpster Screening, a horizontal offset between the gate and the walls or fence may be provided to allow pedestrian access to a dumpster without requiring the gate to be opened. The required walls or fence shall be accented with landscaping and shall be constructed in either:

1) The same materials as those used on the principal building (excluding materials that have transparency); or

2) A solid privacy fence.

Figure 21.10-A - Potential Layout of Dumpster Screening



- G. Restriction on front yard fences. Front yards that are not part of an approved screening area may not be enclosed by screening taller than four (4) feet in height. This height restriction does not apply to trees that are planted in a front yard.

**Section 21.11 Landscaping Maintenance Standards This PUD shall comply**

- A. **Continued maintenance required.** The property owner shall be responsible for the continued proper maintenance of all landscaping materials and shall keep them in a proper, neat, and orderly appearance free from refuse and debris at all times.
- B. **Unhealthy or dead landscaping replacement required.** Plants that are required as part of this Article, and that become unhealthy or that die must be replaced by the earliest of either one calendar year from their death or by the next planting season.
- C. **Violations.** Violation of these maintenance standards shall be a violation of this Resolution.

**Section 21.12 through 21.25 are Not Applicable to Residential PUD**

**ARTICLE 22. Signage. Signage within this PUD shall comply with all Article 22, as applicable. See Development Plan for Entry Feature Signage details.**

**Section 22.07 Permanent Signs for Residential Uses and Residential Subdivisions**


**A. Signs for individual dwellings.**

- 1) One wall sign is permitted on each individual lot used for residential purposes provided the sign is mounted flush to the façade of the principal dwelling and does not exceed one (1) square foot. Such sign shall not be directly or internally illuminated. A zoning permit shall not be required for this type of sign.
- 2) For dwellings where a home occupation or bed and breakfast is located, one ground-mounted sign, or one wall sign, or one window sign is permitted per lot with a maximum sign area of three (3) square feet and a maximum height of three feet for ground-mounted signs.
- 3) Except for address markers, signage for residential uses and on residential properties shall not be illuminated.

**B. Entrance signs at multi-unit residential developments or subdivisions.** Entrance signage shall be permitted at multi-unit developments and subdivisions per the provisions of Table 22.07-A – Entrance Signage for Multi-Unit Residential Development and Subdivisions. Table 22.07-A - Entrance Signage for Multi-Unit Residential Development and Subdivisions

*Table 22.07-B - Permanent Signs for Residential Uses and Residential Subdivisions*

Element	Type of Sign – Entrance to Multi-Unit Residential Development or Subdivision <sup>(1)</sup>	
	Ground-Mounted Signage	Wall Signs
Maximum Number of Signs	1 per vehicular entrance to the development or subdivision on a collector or arterial street	2 per vehicular entrance to the development or subdivision on a collector street
Maximum Surface Area (per Side)	30 square feet	30 square feet
Maximum Height	8 feet	N/A

<b>Minimum Setback from Public Right-of-Way</b>	5 feet	5 feet	
<b>Minimum Setback from Abutting Property</b>	10 feet	N/A	
<b>Location of Signs</b>	On a collector or arterial street	On a decorative wall or fence generally parallel to a collector street	
<b>Permitted Illumination</b>	Shielded exterior light source	Shielded exterior light source	
<b>Table Notes:</b> (1) A permitted subject property may have ground-mounted signage or wall signs but shall be prohibited from having both ground-mounted signage and wall signs.			

**Section 5.15 Open Space Requirements This PUD complies. Three (3) reserves are included and shown on the Development Plan.**

- (1) **Open Space.** Where open space is required to be dedicated, 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, having regard to its topography and unimproved condition. The open space shall be of a size, shape, and location which is conducive to use by residents. Public utility and similar easements, rights-of-way for streets and roads, and rights-of-way for water courses and other similar channels are not acceptable for common open space dedication unless such land or right-of-way is useable as a trail or similar purpose and has been approved by the Zoning Commission. Storm water retention or detention facilities are acceptable for dedication as open space, provided such facilities do not exceed 50% of the total dedicated open space.

**ZONING DIMENSIONAL TABLE**

ZONING DISTRICT: PLANNED UNIT DEVELOPMENT DISTRICT (PUD)	
PID: 318-240-01-018-000, 318-240-01-019-000	
EXISTING USE: RESIDENTIAL	
STANDARD	PUD CODE
USE	VARIES
DENSITY (UNITS/ACRE)	2.0
MINIMUM OPEN SPACE AREA	20.0%
MINIMUM LOT AREA	9,450 SF
MINIMUM LOT WIDTH @ 90°	70 FEET
FRONT YARD SETBACK	25 FEET
REAR YARD SETBACK	30 FEET
MIN. PERVIOUS SURFACE	35%
MAX BUILDING HEIGHT	35 FEET
BUILDING DIMENSIONS	1,800 SF MIN

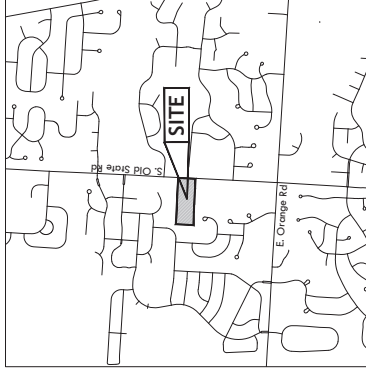
# DEVELOPMENT PLAN

## for

# OAK KNOLL

FARM LOT 23, SEC. 2, TWP. 3, R. 18, USML  
DELAWARE COUNTY, OHIO

ORANGE TWP. ZONING  
PLANNED UNIT DEVELOPMENT DISTRICT (PUD)  
8.38 Amended (5.8.2026)



**PLAN PREPARED BY:**  
Real Property Design and Development, LLC  
15 North Liberty Street  
Powell, OH 43065  
Phone: (614) 323-7800  
Email: john.wisner@rpdllc.com

- SHEET INDEX**
- Title Sheet
  - Development Plan
  - Landscape Plan



LOCATION PLAN  
1" = 100 FT

**UTILITY COMPANIES**

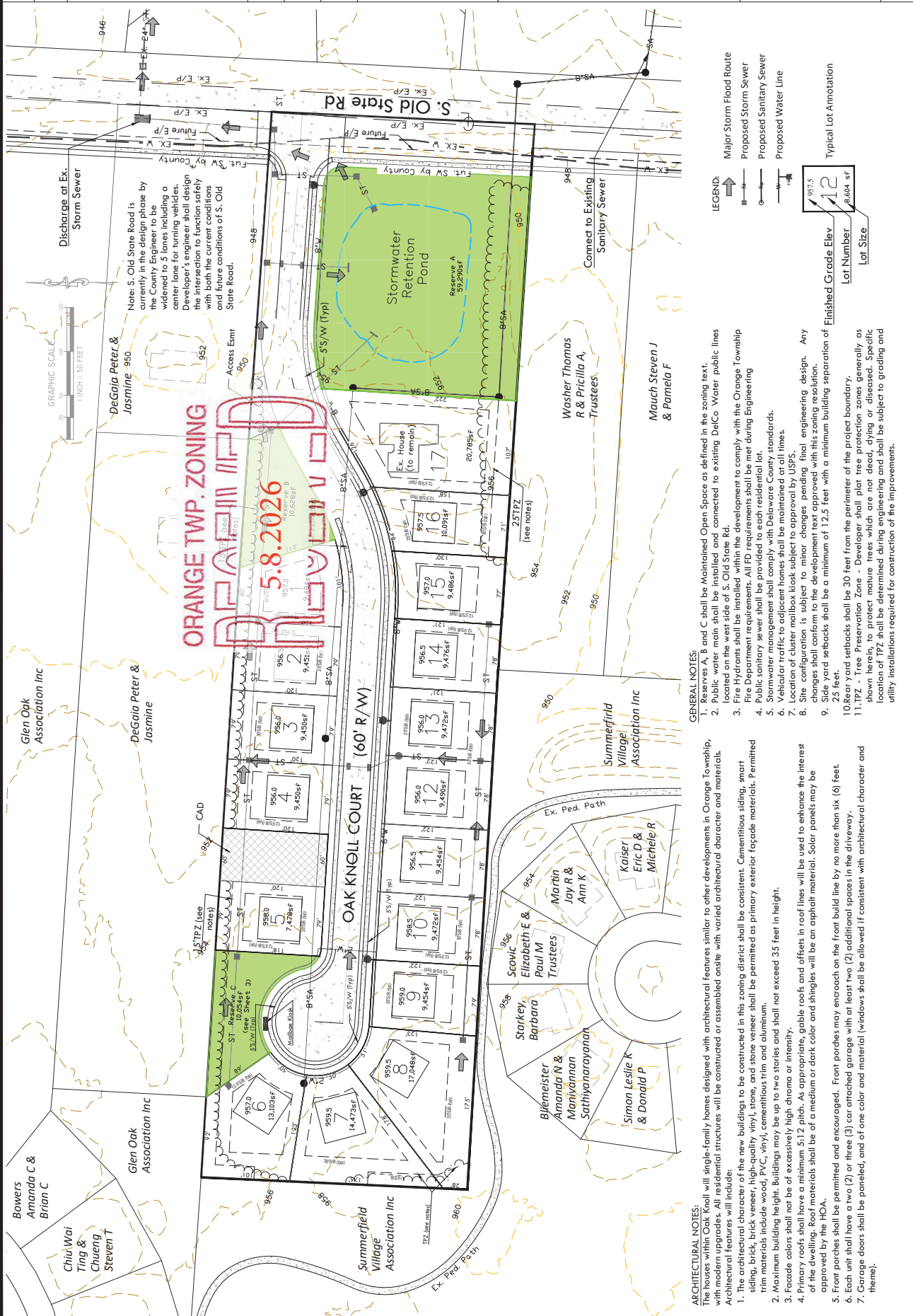
- American Electric Power  
850 Tech Center Drive  
Columbus, Ohio 43230  
(614) 885-6603
- Del-Co Water Company, Inc.  
6773 Olmstedgale Avenue Road  
Attention: Shane Chirk, P.E.  
(740) 548-7746
- Delaware County Engineer  
50 Channing Street  
Piquette, Ohio 43015  
(740) 803-2240
- Delaware County Sanitary Engineer  
50 Channing Street  
Piquette, Ohio 43015  
(740) 803-2240
- Florida  
1300 Columbus Simdusky Road  
Merion, Ohio 43302  
(740) 369-0629
- Suburban Natural Gas  
2826 Lewis Center Road  
Lewis Center, Ohio 43035  
(740) 948-2450



(NOTE: IF THIS DRAWING IS LESS THAN 22"x34" IT IS A REDUCED SIZE DRAWING.)



ORANGE TOWNSHIP, DELAWARE COUNTY, OH  
DEVELOPMENT PLAN  
OAK KNOLL  
TITLE SHEET  
Project No. NA  
Checked By: JCW  
Date: MAY 8, 2026



Note: S. Old State Road is currently in the design phase by the County Engineer to be widened to 5 lanes including a center lane for turning vehicles. Developer's engineer shall design the intersection to function safely with both the current conditions and future conditions of S. Old State Road.

**GENERAL NOTES:**

1. Reserves A, B and C shall be Maintained Open Space as defined in the zoning text.
2. Public water main shall be installed and connected to existing DeCo. Water public lines located on the west side of S. Old State Rd.
3. Fire Hydrants shall be installed within the development to comply with the Orange Township Fire Department requirements. All FD requirements shall be met during Engineering.
4. Public sanitary sewer shall be provided to each residential lot.
5. Stormwater management shall comply with Delaware County standards.
6. Vehicular traffic to adjacent homes shall be maintained at all times.
7. Location of cluster mailbox kiosk subject to approval by USPS.
8. Site configuration is subject to minor changes pending final engineering design. Any changes shall conform to the development text approved with this zoning resolution.
9. Side yard setbacks shall be a minimum of 12.5 feet with a minimum building separation of 10.8 feet.
10. 8' x 4' yard setbacks shall be 30 feet from the perimeter of the project boundary.
11. TPZ: Tree Preservation Zone. Developer shall place preservation zones generally at the rear of the lot, which shall be determined during engineering and shall be subject to grading and utility installations required for construction of the improvements.

**ARCHITECTURAL NOTES:**

- The houses within Oak Knoll will be single-family homes designed with architectural features similar to other developments in Orange Township, with modern upgrades. All residential structures will be constructed or assembled onsite with varied architectural character and materials. Architectural features will include:
1. The architectural character of the new buildings to be constructed in this zoning district shall be consistent. Cementitious siding, smart siding, brick, brick veneer, high-quality vinyl, stone, and stone veneer shall be permitted as primary exterior façade materials. Permitted trim materials include wood, PVC, vinyl, cementitious trim and aluminum.
  2. Maximum building height. Buildings may be up to two stories and shall not exceed 35 feet in height.
  3. Facade colors shall not be of excessively high chroma or intensity.
  4. Primary roofs shall have a minimum 5:12 pitch. As appropriate, cable roof and shingles will be used to enhance the interest of the dwelling. Roof materials shall be of a medium or dark color and shingles will be an asphalt material. Solar panels may be approved by the HOA.
  5. Front porches shall be permitted and encouraged. Front porches may encroach on the front build line by no more than six (6) feet.
  6. Each unit shall have a two (2) or three (3) car attached garage with at least two (2) additional spaces in the driveway.
  7. Garage doors shall be paneled, and of one color and material (windows shall be allowed if consistent with architectural character and theme).

(NOTE: IF THIS DRAWING IS LESS THAN 22" X 34" IT IS A REDUCED SIZE DRAWING.)



**NOTES:**

1. ENTRY FEATURE: The entry feature will be designed to provide clear signage to mark the vehicular entry point of the development. It will be constructed of durable, high quality materials such as natural or manufactured stone and will be visually comparable to similar structures of proximate development. Landscaping and lighting will be vital elements to benefit the feature aesthetically and increase visibility. All such elements will comply with the zoning text. The entry feature shall be located outside the sight triangle for exiting vehicles.
2. NEIGHBORHOOD PARKS; RESERVES: Reserves A, B and C shall be Maintained Open Space as defined in Section the zoning text and shall be maintained by the HOA for residents' use. Reserves A and B shall be passive open spaces, and Reserve C shall be active open space.
3. STREET TREES: Street trees as provided herein shall be located outside the public right-of-way and shall be installed with each lot's landscaping package by the homebuilder. Generally street trees shall comply with Section 21.07 of the Zoning text to be placed at 30 spacing with adjustments permissible due to driveway locations.
4. Each home site shall be required to have an additional landscaping package of ornamental trees, shrubs and mulchbeds at the front of the structure in compliance with Section 21.06 of the zoning code.
5. All applicable landscaping requirements of the zoning text, whether or not shown specifically on this plan, shall be met or exceeded.
6. Separative Open Space: Corner Markers with min 4x4 posts shall be placed as shown on this plan.
7. Existing healthy mature trees along the perimeter of the property which are outside of the construction limits shall be preserved in accordance with the zoning text (TPZ) shown on this plan.
8. Fencing shall be permitted along lot lines subject to township fence requirements. All such fences shall be consistent in color and specifications to be adopted by the HOA. Black aluminum with height of 48" is recommended.
9. Landscaping shall be of a type that will not encroach within a 3-foot diameter of any fire hydrant at maturity.

**OAK KNOLL PLANT LIST\***

SYMBOL	COMMON NAME	SCIENTIFIC NAME	CITY	NOTES
○	ORNAMENTAL TREE	ORNAMENTAL TREE	ORNAMENTAL TREE	ORNAMENTAL TREE
○	ORNAMENTAL SHRUB	ORNAMENTAL SHRUB	ORNAMENTAL SHRUB	ORNAMENTAL SHRUB
○	ORNAMENTAL PALM	ORNAMENTAL PALM	ORNAMENTAL PALM	ORNAMENTAL PALM
○	ORNAMENTAL BUSH	ORNAMENTAL BUSH	ORNAMENTAL BUSH	ORNAMENTAL BUSH
○	ORNAMENTAL VINE	ORNAMENTAL VINE	ORNAMENTAL VINE	ORNAMENTAL VINE
○	ORNAMENTAL HERB	ORNAMENTAL HERB	ORNAMENTAL HERB	ORNAMENTAL HERB
○	ORNAMENTAL ANNUAL	ORNAMENTAL ANNUAL	ORNAMENTAL ANNUAL	ORNAMENTAL ANNUAL
○	ORNAMENTAL PERENNIAL	ORNAMENTAL PERENNIAL	ORNAMENTAL PERENNIAL	ORNAMENTAL PERENNIAL
○	ORNAMENTAL GRASS	ORNAMENTAL GRASS	ORNAMENTAL GRASS	ORNAMENTAL GRASS
○	ORNAMENTAL FOLIAGE	ORNAMENTAL FOLIAGE	ORNAMENTAL FOLIAGE	ORNAMENTAL FOLIAGE
○	ORNAMENTAL TREE	ORNAMENTAL TREE	ORNAMENTAL TREE	ORNAMENTAL TREE
○	ORNAMENTAL SHRUB	ORNAMENTAL SHRUB	ORNAMENTAL SHRUB	ORNAMENTAL SHRUB
○	ORNAMENTAL PALM	ORNAMENTAL PALM	ORNAMENTAL PALM	ORNAMENTAL PALM
○	ORNAMENTAL BUSH	ORNAMENTAL BUSH	ORNAMENTAL BUSH	ORNAMENTAL BUSH
○	ORNAMENTAL VINE	ORNAMENTAL VINE	ORNAMENTAL VINE	ORNAMENTAL VINE
○	ORNAMENTAL HERB	ORNAMENTAL HERB	ORNAMENTAL HERB	ORNAMENTAL HERB
○	ORNAMENTAL ANNUAL	ORNAMENTAL ANNUAL	ORNAMENTAL ANNUAL	ORNAMENTAL ANNUAL
○	ORNAMENTAL PERENNIAL	ORNAMENTAL PERENNIAL	ORNAMENTAL PERENNIAL	ORNAMENTAL PERENNIAL
○	ORNAMENTAL GRASS	ORNAMENTAL GRASS	ORNAMENTAL GRASS	ORNAMENTAL GRASS
○	ORNAMENTAL FOLIAGE	ORNAMENTAL FOLIAGE	ORNAMENTAL FOLIAGE	ORNAMENTAL FOLIAGE

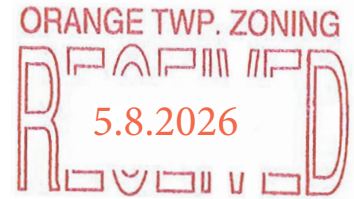
\*SYMBOL, AMOUNT, VARIETY, SPECIES, ETC. OF PLANT MATERIALS SUBJECT TO AVAILABILITY AT TIME OF CONSTRUCTION.

**ENTRY FEATURE**

(NOTE: IF THIS DRAWING IS LESS THAN 20" X 34" IT IS A REDUCED SIZE DRAWING)

## ARCHITECTURAL DESIGN GUIDELINES

For  
**OAK KNOLL**  
May 2026



### Homes

The houses within Oak Knoll will single-family homes designed with architectural features similar to other developments in Orange Township, with modern upgrades. All residential structures will be constructed or assembled onsite with varied architectural character and materials. Architectural features will include:

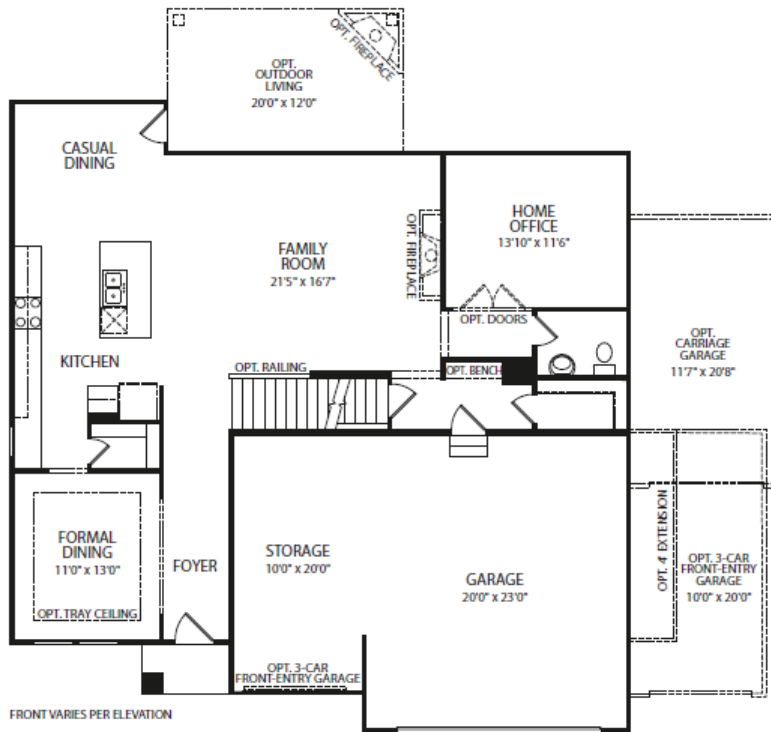
1. The architectural character of the new buildings to be constructed in this zoning district shall be consistent. Cementitious siding, smart siding, brick, brick veneer, vinyl, stone, and stone veneer shall be permitted as primary exterior façade materials. Permitted trim materials include wood, PVC, vinyl, cementitious trim and aluminum.
2. Maximum building height. Buildings may be up to two stories and shall not exceed 35 feet in height.
3. Facade colors shall not be of excessively high chroma or intensity.
4. Primary roofs with a minimum 5:12 pitch. As appropriate, gable roofs and offsets in roof lines will be used to enhance the interest of the dwelling. Roof materials shall be of a medium or dark color and shingles will be an asphalt material. Solar panels may be approved by the HOA.
5. Front porches shall be permitted and encouraged. Front porches may encroach on the front build line by no more than six (6) feet.
6. Each unit shall have a two (2) or three (3) car attached garage with at least two (2) additional spaces in the driveway.
7. Garage doors shall be paneled, and of one color and material (windows shall be allowed if consistent with architectural character and theme).

Control features for the architectural design shall consist of deed restrictions as well as a Homeowners Association which will administer and control design following site development. All homes shall have a minimum 2-car attached garage.

It is intended that the architectural style of homes in Oak Knoll will be similar to those pictured below.

House Sample 1

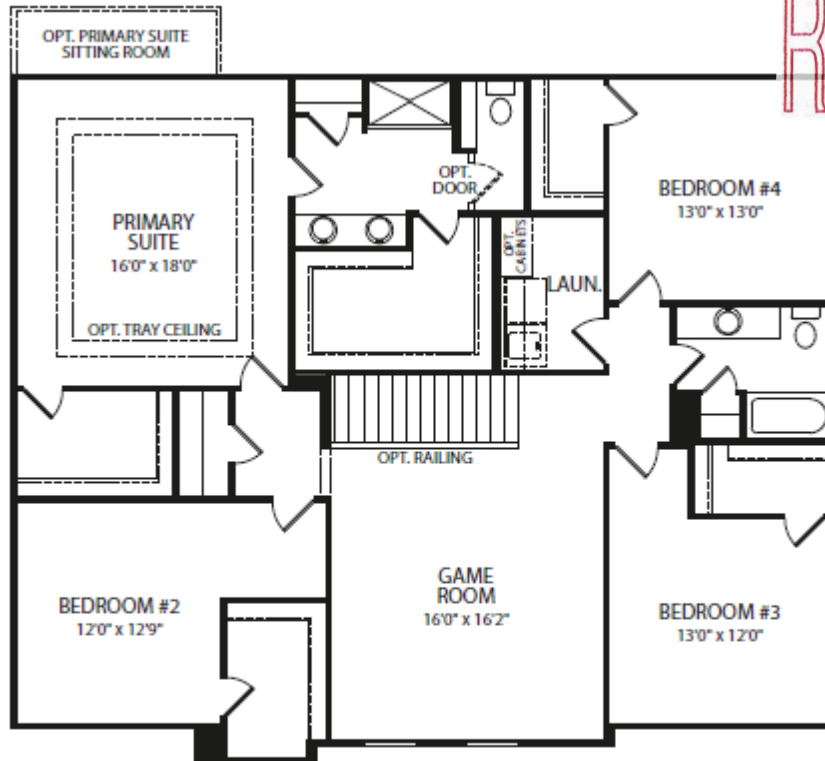
ORANGE TWP. ZONING  
REAPPRaised  
5.8.2026  
REVIEWED



Main Level

ORANGE TWP. ZONING

REAPPROVED  
5.8.2026



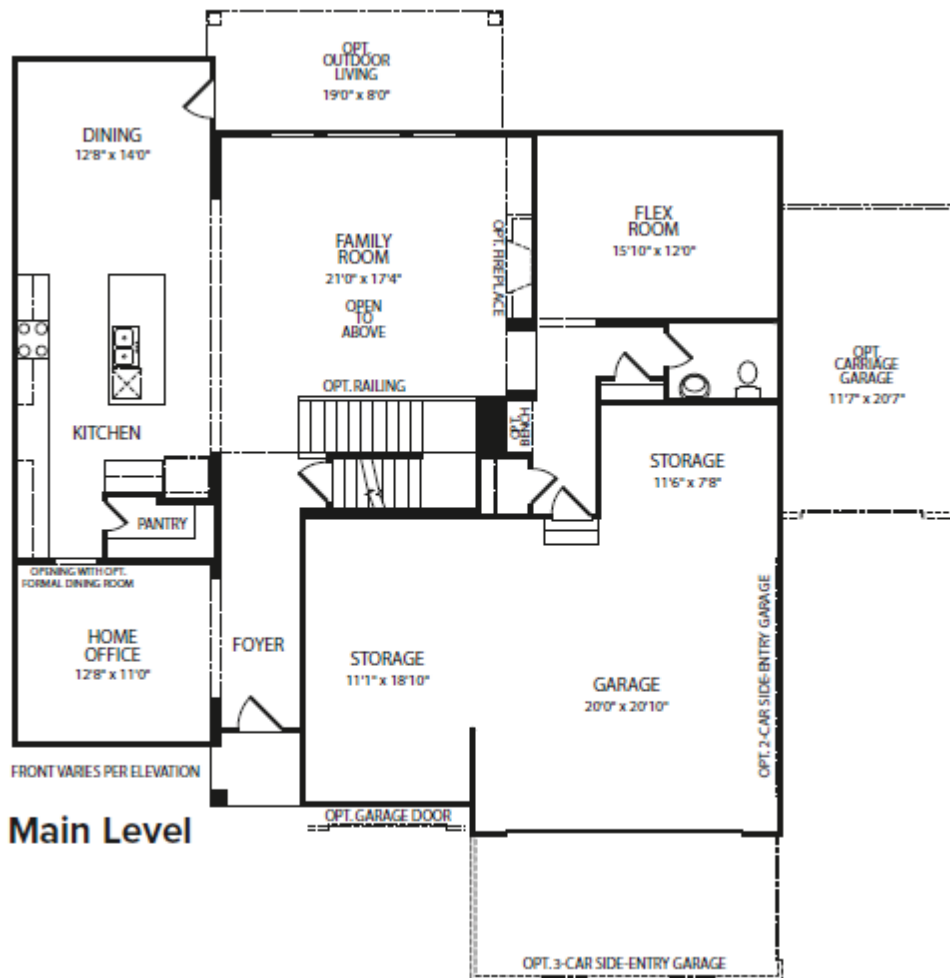
FRONT VARIES PER ELEVATION

## Second Level

House Sample 2

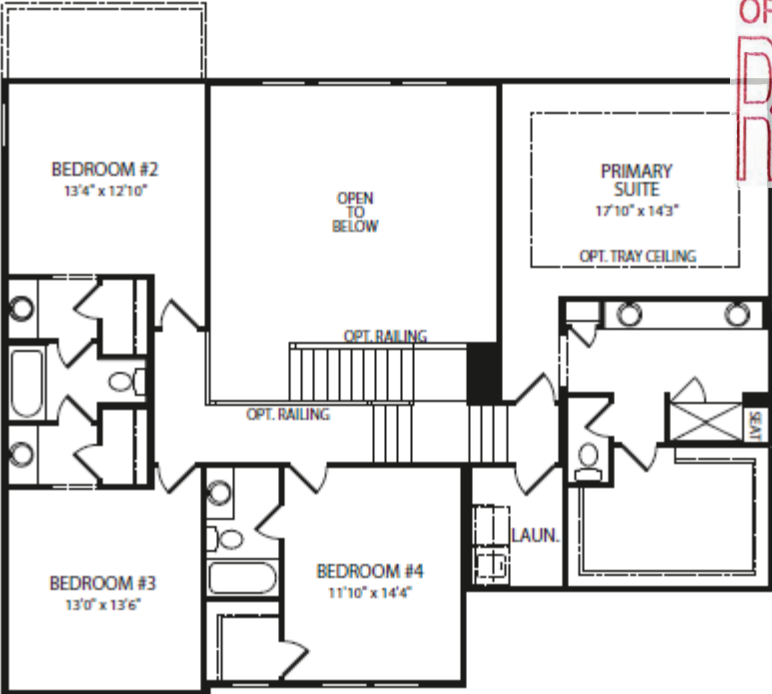
ORANGE TWP. ZONING

REAPPROVED  
5.8.2026



ORANGE TWP. ZONING

REAPPROVED  
5.8.2026

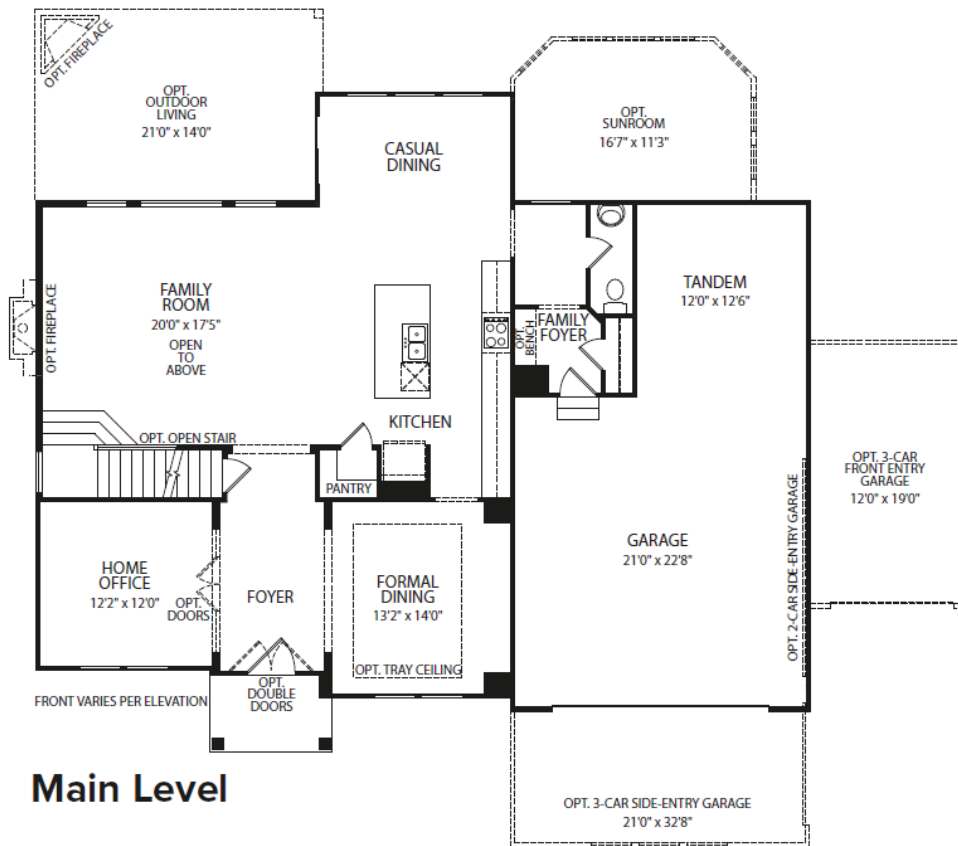


FRONT VARIES PER ELEVATION

### Second Level

House Sample 3

ORANGE TWP. ZONING  
REAPPROVED  
5.8.2026  
REVIEWED

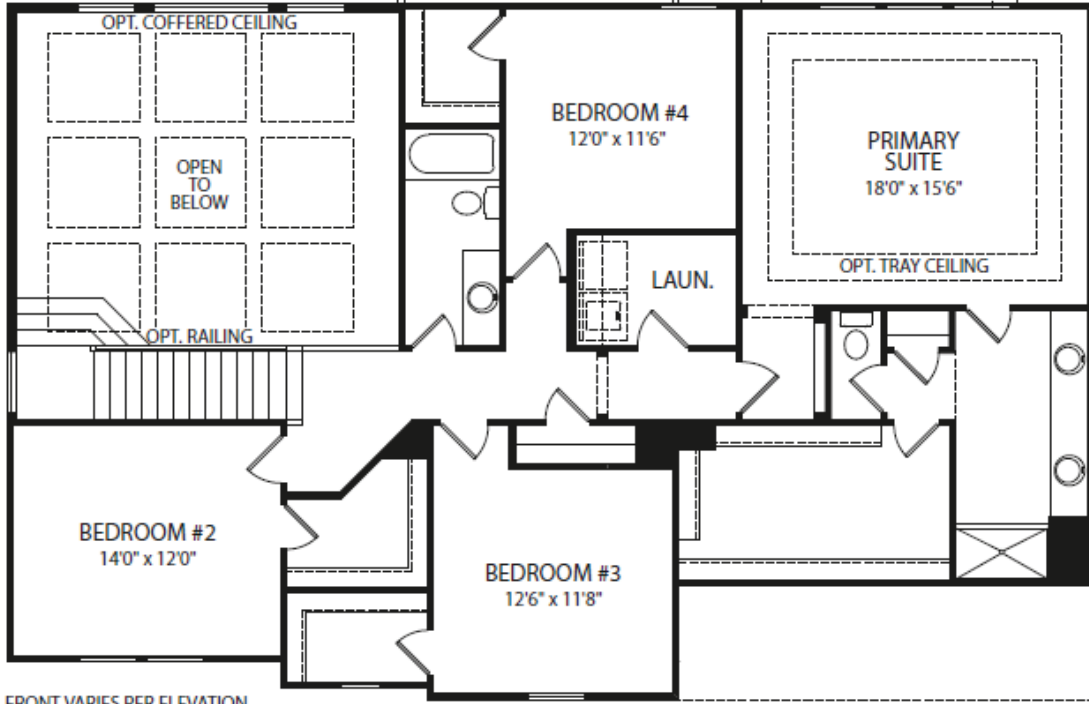


Main Level

ORANGE TWP. ZONING

REAPPROVED  
5.8.2026

OPT. SITTING ROOM  
16'7" x 11'7"  
(ONLY AVAILAB. ON  
MAIN LEVEL SUNROOM)



FRONT VARIES PER ELEVATION

## Second Level

APPROVED  
FOR TRANSFER  
FRED L. STULTS

PARCEL I:

Being part of Lot Number Twenty-three (23), Section 2, Township 3, Range 18, United States Military Lands; Beginning at a P.K. Nail in the centerline of County Road #10, said nail being located at the northeast corner of Lot 23; Thence with the centerline of said road South 3 deg. 45' West, a distance of 300.00 feet to a railroad spike; Thence North 85 deg. 27' 30" West, a distance of 570.80 feet to an iron pin passing an iron pin at 30.00 feet; Thence North 3 deg. 45' East, a distance of 300.00 feet to an iron pin set in the lot line between Lots 22 and 23; Thence with said Lot line South 85 deg. 27' 30" E. a distance of 570.80 feet to the place of beginning, passing an iron pin at 540.80 feet. Containing 3.931 acres, more or less, but subject to all easements and rights of way of record.

PARCEL II:

Situated in the County of Delaware, State of Ohio and in Orange Township, bounded and described as follows:

Being part of Lot Number Twenty-three (23), Section 2, Township 3 North, Range 18 West, United States Military Lands and being a part of parcel described in Deed Volume 298, page 587, Delaware County Records and said tract more particularly described as follows:

Beginning for reference at a P.K. Spike in the centerline of County Road #10, Old State Road, marking the northeast corner of Lot 23; Thence North 85 deg. 27' 30" West 570.80 feet, in the north line of Lot 23 to an iron pipe, the principal place of beginning of the tract herein described; Thence continuing North 85 deg. 27' 30" West 641.00 feet in the north line of Lot 23 to an iron pipe; Thence South 3 deg. 45' West 300.00 feet to an iron pipe; Thence South 85 deg. 27' 30" East 641.00 feet, parallel with the north line of Lot 23 to an iron pipe marking the southwest corner of a 3.93 acre tract described in Deed Vol. 368, page 579, Delaware County Deed Records; Thence North 3 deg. 45' East 300.00 feet along the west line of said 3.93 acre tract to the place of beginning containing 4.41 acres, more or less, but subject to all easements and rights of way of record.

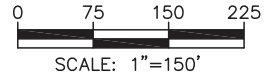
APPROVED  
FOR TRANSFER  
FRED L. STULTS  
Delaware County Engineer

# BOUNDARY SURVEY

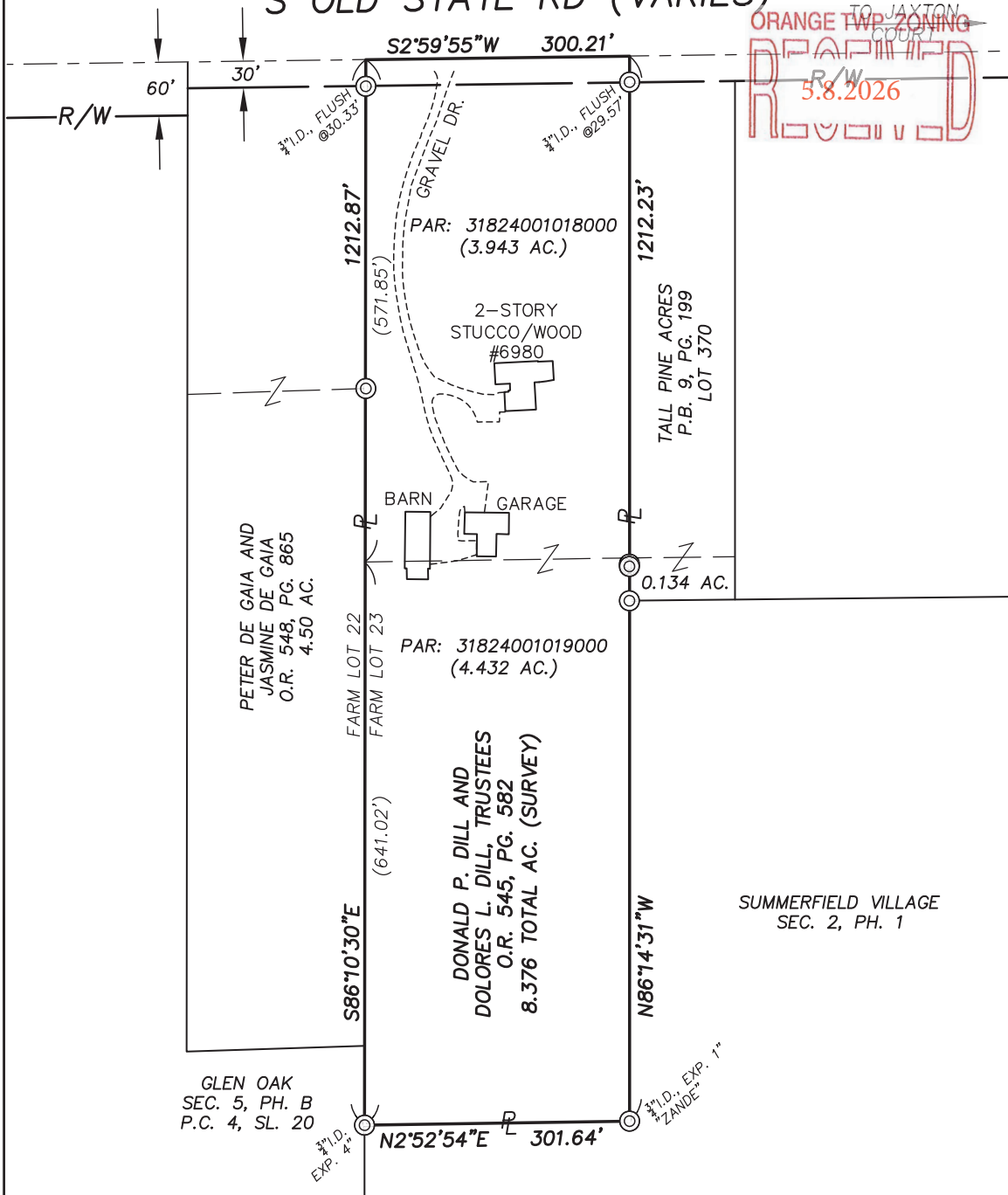
FARM LOT 23, SEC. 2, TWP. 3 N., RNG. 18 W.

U.S.M.L.

ORANGE TOWNSHIP, DELAWARE CO., OHIO



S OLD STATE RD (VARIES)



ORANGE TWP ZONING  
RECEIVED  
5.8.2026  
TO JAXTON COURT  
R/W

### LEGEND

- ⊙ IRON PIPE FOUND
- ℙ PROPERTY LINE
- R/W PUBLIC ROAD RIGHT-OF-WAY

### SURVEY NOTES

Bearings hereon are based on the centerline of right-of-way of S. Old State Rd. being S2°59'55"W and referenced to State Plane Grid, Ohio North Zone, per an Ohio RTN Survey (NAD83, 2011 Adjustment, Epoch 2010.0, US Survey Feet).

Address of subject property is 6980 S. Old State Rd., Lewis Center, OH 43035.

This plat is based on the results of an actual field survey performed on the property under my supervision in September, 2025.



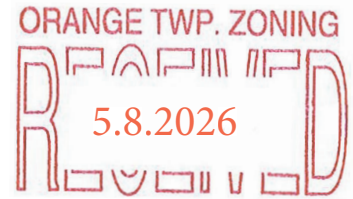
8850 COMMERCE LOOP DR  
COLUMBUS, OH 43240  
(614) 899-2209  
DRAWING NAME: 25520BS.DWG

DATE: 9/25/2025    REVISED:  
JOB No.: 25-520    F.B./PG.: 52/76  
CLIENT: REAL PROP. DESIGN & DEV.  
CLIENT P.O.: N/A

BY *Timothy P. Stadt*  
OHIO PROFESSIONAL SURVEYOR No. 8723



**TRAFFIC ANALYSIS**  
**for**  
**Oak Knoll**  
May 2026



The Oak Knoll project consists of 17 single-family residential homes on the west side of South Old State Road, with its only access point directly onto South Old State approximately 600 feet south of Coltsbridge Drive.

See attached Traffic Access Study from Smart Services, Inc.

ORANGE TWP. ZONING  
REAPPROVED  
5.8.2026

# Hidden Oaks Traffic Access Study

Prepared For:

Real Property Design & Development LLC

Prepared By:

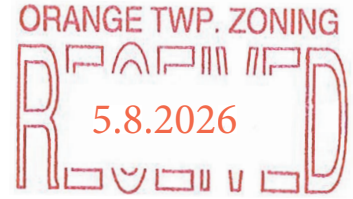


1900 Crown Park Court, Suite E  
Columbus, OH 43235  
(614) 914-5543  
[www.SmartServices-Inc.com](http://www.SmartServices-Inc.com)

INITIAL: 9/2025

SSI Project #: 893801

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All Rights Reserved



# Hidden Oaks Traffic Access Study

**Prepared For:**

Real Property Design & Development LLC  
15 N. Liberty St  
Powell, OH 43065

Telephone: (614) 323-7800

**Prepared By:**

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

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

Under the direction of:

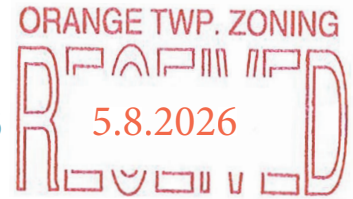
\_\_\_\_\_  
Registered Engineer No. E-64507, Ohio

\_\_\_\_\_  
Date



9/2025

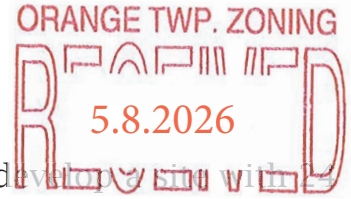
# TABLE OF CONTACTS



Background	1
Existing Conditions	1
Projected Site Traffic	4
2026 & 2036 Traffic	6
Traffic Analysis	9
Conclusions	9

## APPENDIX

- Traffic Counts
- Turn Lane Warrant Graphs



## BACKGROUND

Real Property Design & Development LLC is proposing to develop with single-family homes. The site is located on the west side of S. Old State Road just north of Jaxton Court. Figure 1 shows the location of the site. There is one proposed full access on S. Old State Road. The permitting agency for the access is the Delaware County Engineers Office (DCEO). 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).

## EXISTING CONDITIONS

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

<b>STREET</b>	<b>POSTED SPEED LIMIT</b>	<b>DESIGN SPEED</b>	<b>DELAWARE COUNTY THOROUGHFARE PLAN CLASS</b>
Old State Road	55 MPH	55 MPH	Minor Arterial

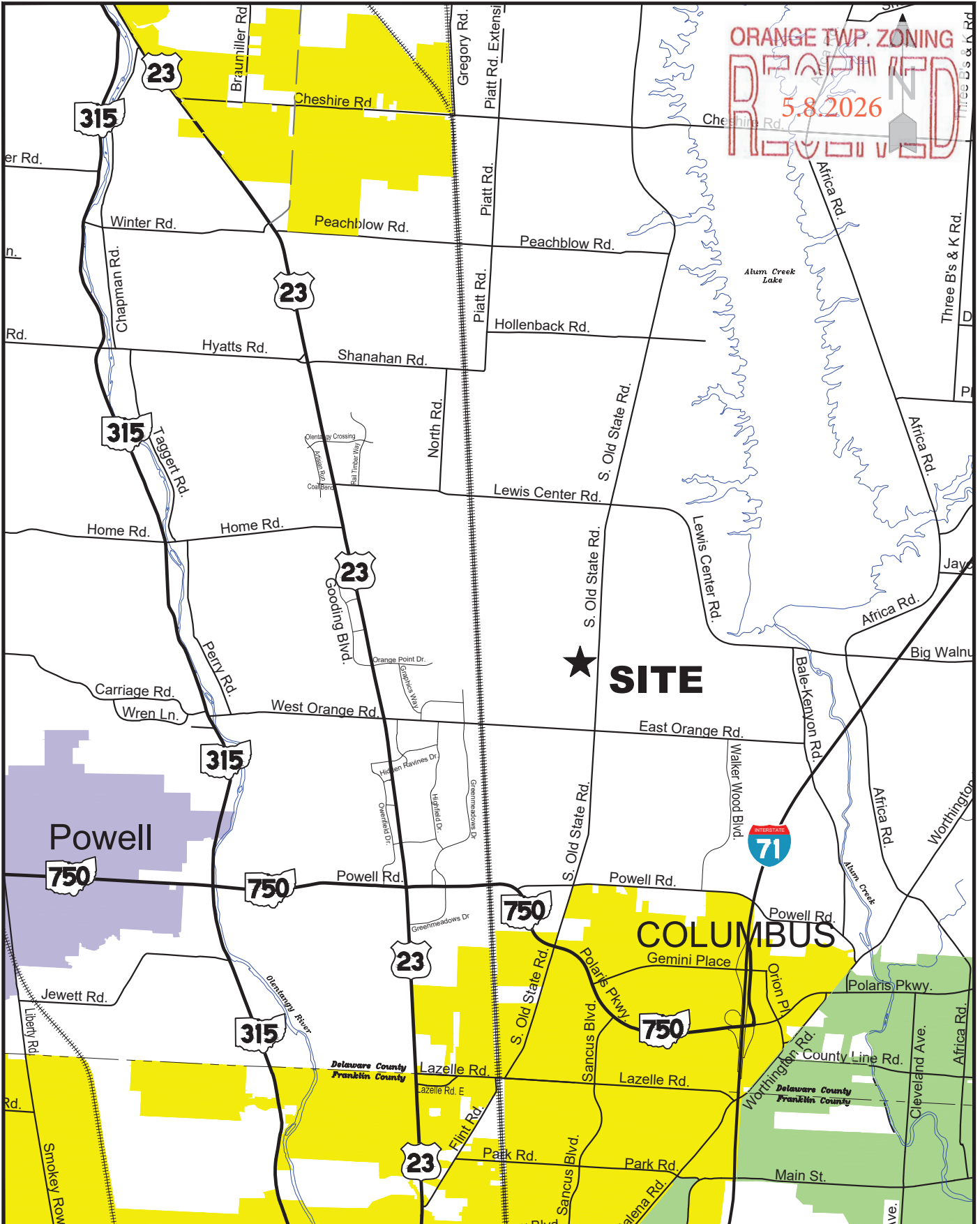
TABLE 1 - Summary of Roadway Information

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

<b>SEGMENT</b>	<b>SOURCE</b>	<b>AM PEAK HOUR</b>	<b>PM PEAK HOUR</b>
S. Old State Road north of Orange Road	MORPC	6/04/2024 8:00-9:00 AM	6/04/2024 5:15-6:15 PM

TABLE 2 – Summary of Existing Traffic Basis

ORANGE TWP. ZONING  
**REOPENED**  
5.8.2026



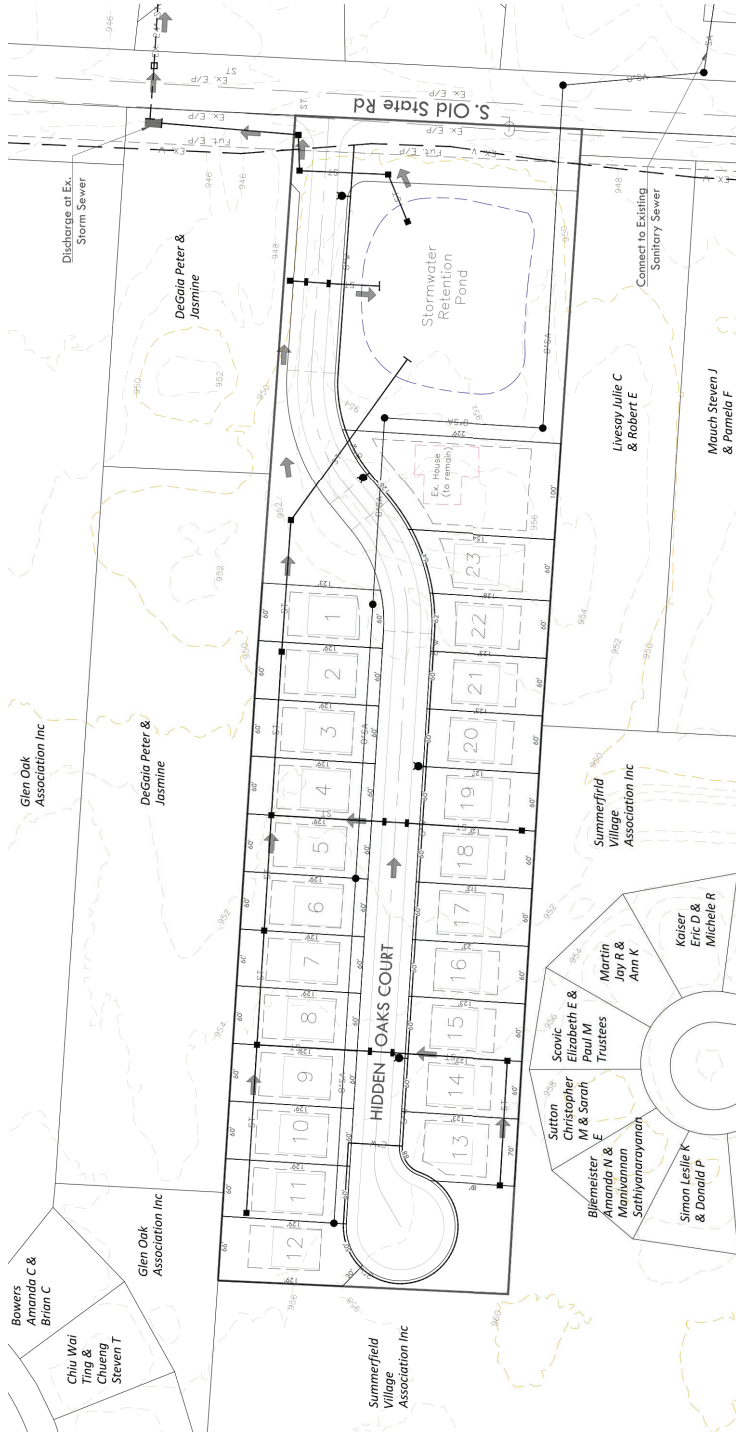
**HIDDEN OAKS  
TRAFFIC ACCESS STUDY**

PREPARED BY: **SMART SERVICES**

9/2025

**FIGURE 1**

**SITE LOCATION**



# FIGURE 2

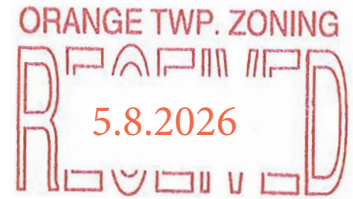
SITE LAYOUT

## HIDDEN OAKS TRAFFIC ACCESS STUDY

9/2025



## 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 use used to represent the site is “Single-Family Detached Housing” (ITE Code #210). Table 3 shows the trip generation calculations.

### Trip Distribution

The distribution of traffic is assumed to be 60% from the south and 40% from the north. The following is the resulting distribution:

- 40% to/from the north on S. Old State Road
- 60% to/from the south on S. Old State Road



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)	ENTERING		EXITING	
					%	TOTAL TRIPS	%	TOTAL TRIPS
1	Single-Family Detached Housing (ITE Code #210)  Ind. Variable (X) = 24 Dwelling Units	Daily	Weekday	$\ln(T) = 0.92 \ln(X) + 2.68$	50%	136	50%	135
		AM Peak	Peak Hour of Adj. Street Traffic, One Hour between 7 & 9 AM	$\ln(T) = 0.91 \ln(X) + 0.12$	25%	5	75%	15
		PM Peak	Peak Hour of Adj. Street Traffic, One Hour between 4 & 6 PM	$\ln(T) = 0.94 \ln(X) + 0.27$	63%	16	37%	10
TOTALS						271		271
			Daily			136		135
			AM Peak			5		15
			PM Peak			16		10

Hidden Oaks Traffic Access Study - 9/2025

TABLE 3 - SITE TRIP GENERATION SUMMARY



## 2026 & 2036 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 2036. Based on MORPC’s 2012 ADT of 36,343 and 2024 ADT of 41,797 (shown below), a linear annual growth rate of 1.25% was applied. Table 4 shows the assumed growth rates and corresponding factors.

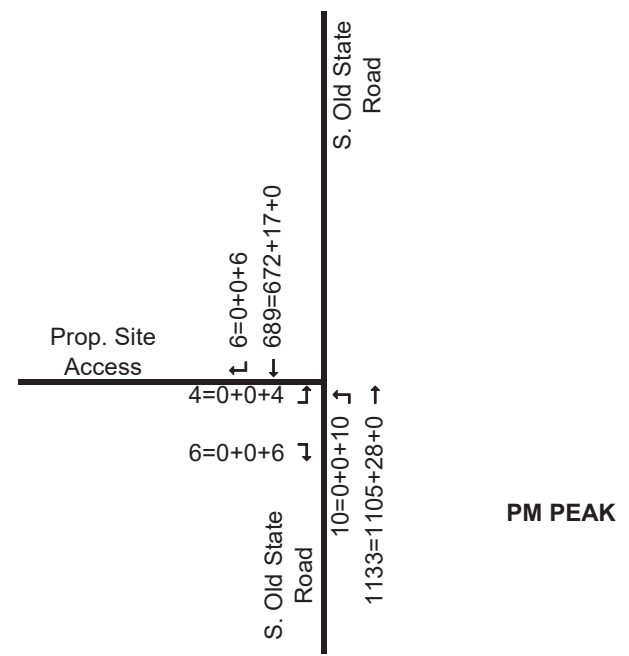
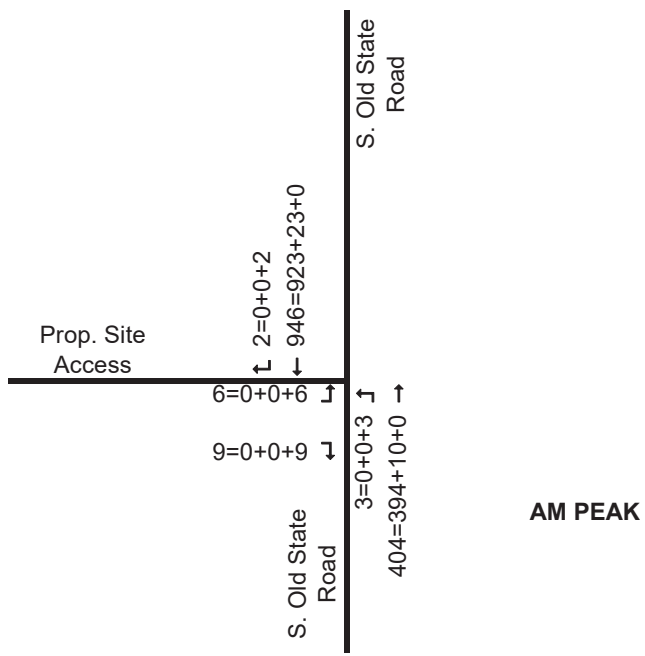
Record		1 of 1		Goto Record		go	
Location ID	15 023N	MPO ID					
Type	SPOT	HPMS ID					
On NHS		On HPMS					
LRS ID		LRS Loc Pt.					
SF Group	01 FC URBAN PRINCIPAL ART (2025)	Route Type					
AF Group		Route					
GF Group		Active	Yes				
Class Dist Grp		Category	STA				
Seas Class Grp							
WIM Group							
QC Group	Default						
Funct'l Class	URBAN PRINCIPAL ART	Milepost					
Located On	US 23						
Loc On Alias							
NORTH OF	ORANGE RD						
More Detail ▶							
STATION DATA							
Directions: <b>2-WAY</b> NB SB ?							
AADT ?							
Year	AADT	DHV-30	K %	D %	PA	BC	Src
2024	41,797 <sup>4</sup>						
2020	36,809 <sup>4</sup>						
2014	37,573 <sup>4</sup>						
2012	36,343 <sup>4</sup>						
1993	31,103						

SEGMENT	LINEAR ANNUAL GROWTH RATE	2024 TO 2026 FACTOR	2024 TO 2036 FACTOR
S. Old State Road north of Orange Road	1.25%	1.025	1.150

TABLE 4 – Growth Factor Summary for 2024 Counts

Figure 3 shows the components of the 2026 ‘Build’ traffic. Figure 4 shows the components of the 2036 ‘Build’ traffic.

ORANGE TWP. ZONING  
**REAPPROVED**  
 5.8.2026



**LEGEND**

A (SHEET TITLE)=B+C+D

- A = 2026 'BUILD'
- B = EXISTING (2024)
- C = GROWTH
- D = SITE TOTAL

**HIDDEN OAKS  
 TRAFFIC ACCESS STUDY**

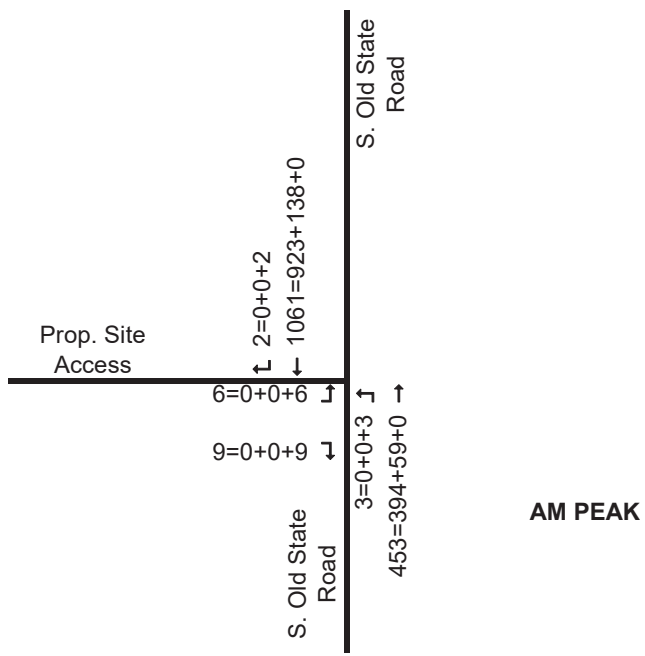
PREPARED BY: SMART SERVICES

9/2025

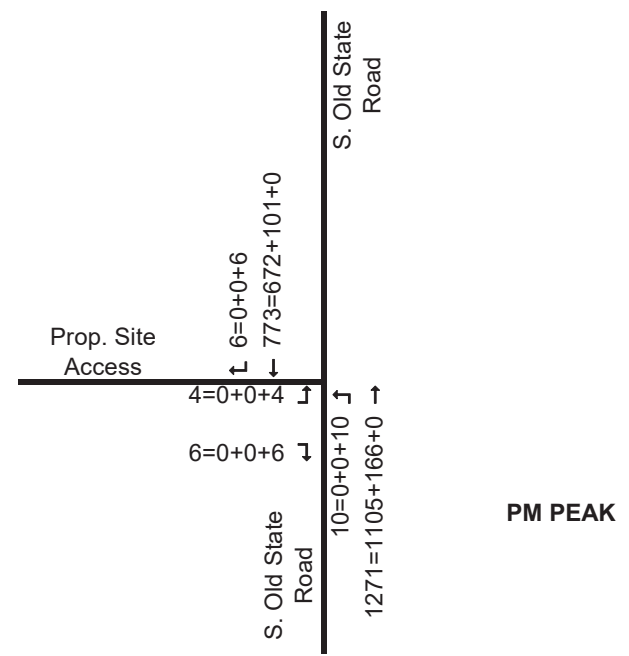
**FIGURE 3**

2026 'BUILD'

ORANGE TWP. ZONING  
**REAPPROVED**  
 5.8.2026



AM PEAK



PM PEAK

**LEGEND**

A (SHEET TITLE)=B+C+D

- A = 2036 'BUILD'
- B = EXISTING (2024)
- C = GROWTH
- D = SITE TOTAL

**HIDDEN OAKS  
 TRAFFIC ACCESS STUDY**

PREPARED BY: SMART SERVICES

9/2025

**FIGURE 4**

2036 '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 minor arterials (S. Old State 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.

<b>INTER-SECTION</b>	<b>MOVE-MENT</b>	<b>PEAK HOUR</b>	<b>2026 'BUILD'</b>	<b>2036 'BUILD'</b>
<b>S. Old State Road &amp; Site Access</b>	<b>NB LT</b>	<b>AM Peak</b>	<b>Warrant Not Met (&lt;11)</b>	<b>Warrant Not Met (&lt;11)</b>
		<b>PM Peak</b>	<b>Warrant Not Met (&lt;11)</b>	<b>Warrant Not Met (&lt;11)</b>
	<b>SB RT</b>	<b>AM Peak</b>	<b>Warrant Not Met</b>	<b>Warrant Not Met</b>
		<b>PM Peak</b>	<b>Warrant Not Met</b>	<b>Warrant Not Met</b>

TABLE 5 – Summary of Turn Lane Warrant Analyses

## CONCLUSIONS

2026 and 2036 volumes were developed for use in turn lane warrant analyses. The following is a summary of the conclusions:

### 2026/2036 'Build'

- S. Old State Road & Prop. Site Access
  - A left turn lane is not warranted.
  - A right turn lane is not warranted.

ORANGE TWP. ZONING  
REAPPEARED  
5.8.2026

# APPENDIX



Location Info	
Location ID	15 016N
Type	I-SECTION
Functional Class	URBAN MINOR ART
Located On	S OLD STATE RD
NORTH OF	ORANGE RD
Direction	2-WAY
Community	-
MPO_ID	
HPMS ID	
Agency	MORPC

Count Data Info	
Start Date	6/4/2024
End Date	6/5/2024
Start Time	12:00 AM
End Time	12:00 AM
Direction	2-WAY
Notes	
Count Source	
File Name	CR 010 (2024.06.04) Between E Orange Rd & Alum Crossing Dr.xls
Weather	
Study	
Owner	morpc
QC Status	Accepted

Interval: 15 mins						
Time	15 Min				Hourly Count	
	1st	2nd	3rd	4th		
00:00 - 01:00	11	10	18	12	51	
01:00 - 02:00	12	8	9	9	38	
02:00 - 03:00	12	9	1	4	26	
03:00 - 04:00	6	4	11	8	29	
04:00 - 05:00	12	15	13	22	62	
05:00 - 06:00	23	36	45	77	181	
06:00 - 07:00	85	125	160	168	538	
07:00 - 08:00	225	247	275	295	1042	
08:00 - 09:00	314	309	326	368	1317	
09:00 - 10:00	296	236	233	232	997	
10:00 - 11:00	180	223	235	234	872	
11:00 - 12:00	215	242	251	309	1017	
12:00 - 13:00	317	300	295	275	1187	
13:00 - 14:00	312	275	286	277	1150	
14:00 - 15:00	244	256	293	278	1071	
15:00 - 16:00	329	345	360	361	1395	
16:00 - 17:00	377	357	403	371	1508	
17:00 - 18:00	416	452	447	454	1769	
18:00 - 19:00	424	348	321	331	1424	
19:00 - 20:00	276	276	309	291	1152	
20:00 - 21:00	266	257	234	224	981	
21:00 - 22:00	191	160	163	133	647	
22:00 - 23:00	97	97	67	44	305	
23:00 - 24:00	47	32	41	29	149	
TOTAL					18908	

1777

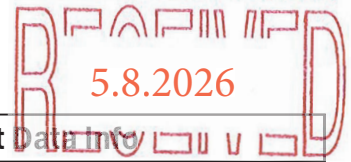


Location Info	
Location ID	15 016N_NB
Type	I-SECTION
Functional Class	URBAN MINOR ART
Located On	S OLD STATE RD
NORTH OF	ORANGE RD
Direction	NB
Community	-
MPO_ID	
HPMS ID	
Agency	MORPC

Count Data Info	
Start Date	6/4/2024
End Date	6/5/2024
Start Time	12:00 AM
End Time	12:00 AM
Direction	
Notes	
Count Source	
File Name	CR 010 (2024.06.04) Between E Orange Rd & Alum Crossing Dr.xls
Weather	
Study	
Owner	morpc
QC Status	Accepted

Interval: 15 mins					
Time	15 Min				Hourly Count
	1st	2nd	3rd	4th	
00:00 - 01:00	9	7	6	5	27
01:00 - 02:00	8	5	4	8	25
02:00 - 03:00	7	7	1	3	18
03:00 - 04:00	1	1	5	1	8
04:00 - 05:00	3	4	5	7	19
05:00 - 06:00	4	3	9	8	24
06:00 - 07:00	18	22	40	40	120
07:00 - 08:00	57	46	69	69	241
08:00 - 09:00	<b>76</b>	<b>102</b>	<b>100</b>	<b>116</b>	<b>394</b>
09:00 - 10:00	102	99	82	78	361
10:00 - 11:00	67	89	108	102	366
11:00 - 12:00	91	109	113	132	445
12:00 - 13:00	160	165	156	129	610
13:00 - 14:00	148	135	163	154	600
14:00 - 15:00	139	134	158	130	561
15:00 - 16:00	194	221	217	202	834
16:00 - 17:00	225	221	240	208	894
17:00 - 18:00	262	<b>277</b>	<b>290</b>	<b>281</b>	1110
18:00 - 19:00	<b>257</b>	194	174	203	828
19:00 - 20:00	156	158	179	148	641
20:00 - 21:00	143	147	142	120	552
21:00 - 22:00	93	94	85	69	341
22:00 - 23:00	66	61	45	22	194
23:00 - 24:00	29	18	22	17	86
TOTAL					9299

**1105**



Location Info	
Location ID	15 016N_SB
Type	I-SECTION
Functional Class	URBAN MINOR ART
Located On	S OLD STATE RD
NORTH OF	ORANGE RD
Direction	SB
Community	-
MPO_ID	
HPMS ID	
Agency	MORPC

Count Data Info	
Start Date	6/4/2024
End Date	6/5/2024
Start Time	12:00 AM
End Time	12:00 AM
Direction	
Notes	
Count Source	
File Name	CR 010 (2024.06.04) Between E Orange Rd & Alum Crossing Dr.xls
Weather	
Study	
Owner	morpc
QC Status	Accepted

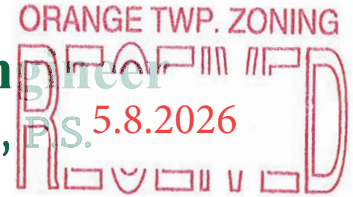
Interval: 15 mins					
Time	15 Min				Hourly Count
	1st	2nd	3rd	4th	
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01:00 - 02:00	4	3	5	1	13
02:00 - 03:00	5	2	0	1	8
03:00 - 04:00	5	3	6	7	21
04:00 - 05:00	9	11	8	15	43
05:00 - 06:00	19	33	36	69	157
06:00 - 07:00	67	103	120	128	418
07:00 - 08:00	168	201	206	226	801
08:00 - 09:00	238	207	226	252	923
09:00 - 10:00	194	137	151	154	636
10:00 - 11:00	113	134	127	132	506
11:00 - 12:00	124	133	138	177	572
12:00 - 13:00	157	135	139	146	577
13:00 - 14:00	164	140	123	123	550
14:00 - 15:00	105	122	135	148	510
15:00 - 16:00	135	124	143	159	561
16:00 - 17:00	152	136	163	163	614
17:00 - 18:00	154	175	157	173	659
18:00 - 19:00	167	154	147	128	596
19:00 - 20:00	120	118	130	143	511
20:00 - 21:00	123	110	92	104	429
21:00 - 22:00	98	66	78	64	306
22:00 - 23:00	31	36	22	22	111
23:00 - 24:00	18	14	19	12	63
TOTAL					9609

672





**Delaware County Engineer**  
**Chris Bauserman, P.E.,**



September 8, 2025

Robin Duffee  
Orange Township  
1680 East Orange Road  
Lewis Center, Ohio 43035

**Re: Hidden Oaks  
(6980 South Old State Road)**

Dear Mr. Duffee,

The Delaware County Engineer's Office (DCEO) has reviewed the proposed conceptual layout submitted to our office for the development known as Hidden Oaks (Wicks) located at 6980 South Old State Road, Lewis Center, Ohio 43035. The proposed conceptual layout appears to be generally feasible. Storm water 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.

Below are DCEO's comments

- 1) There is already a Hidden Oaks subdivision located on South Three B's and K Road in Berkshire Township. The subdivision name may be subject to revision by the Delaware County Regional Planning Commission.
- 2) A traffic impact study will be required.
- 3) Verify that street width, street radii, cul-de-sac radii, R/W, etc. meet the current engineering standards
- 4) An adequate drainage outlet(s) must exist for the proposed development. A detailed storm water management engineering report is required. Offsite drainage easements would need to be established and recorded prior to final plan approval.
- 5) South Old State Road is classified as a Minor Arterial and as such will require a minimum of a 120-ft. right-of-way. The plat should tentatively include 60 ft. R/W dedication from the centerline of the roadway.
- 6) 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.

Please note that the reviewed plans are preliminary in nature and, therefore, only address the conceptual layout. Preliminary and 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 during the engineering design phase.

Thank you for the opportunity to comment on this proposal. Subject to the Township's approval, we will review the detailed engineering plans for this site.

Sincerely,

Chad Green, P.E.  
Deputy Development Engineer

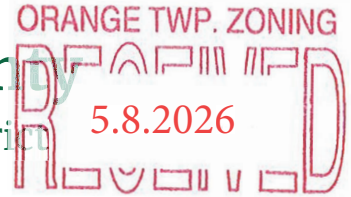
cc: Scott Sanders AICP, DCRPC  
John Wicks, P.E.





# Delaware County

## Regional Sewer District



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

September 19, 2025

John C. Wicks, P.E.  
Real Property Design & Development LLC  
15 N. Liberty Street  
Powell, OH 43065

sent via email: [john.wicks@rpddllc.com](mailto:john.wicks@rpddllc.com)

Re: **Request for Sewer Capacity**  
Hidden Oaks, Orange Township  
Parcel(s): 31824001019000, 31824001018000

Dear John:

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 parcels provided that the development obtain sanitary service via the existing 8" sanitary sewer on the south side of Jaxton Court. Extensions from the existing sanitary sewer will be necessary to provide service to the proposed development.

### **Capacity**

Capacity is conditionally 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,

A handwritten signature in cursive that reads "Kelly Thiel".

Kelly Thiel  
Staff Engineer III

*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*



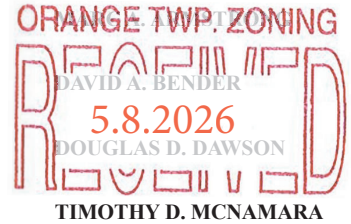
6658 OLENTANGY RIVER ROAD

DELAWARE, OHIO 43015

[www.delcowater.org](http://www.delcowater.org)

Phone (740) 548-7746 • (800) 521-6779

*Directors*



MICHAEL (NICK) D. SHEETS

September 08, 2025

John Wicks:

Dear Mr. Wicks:

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

Proposed Land Use: Residential, Parcel 31824001018000 & 31824001019000

Location: 6980 S Old State, Lewis Center, OH 43035

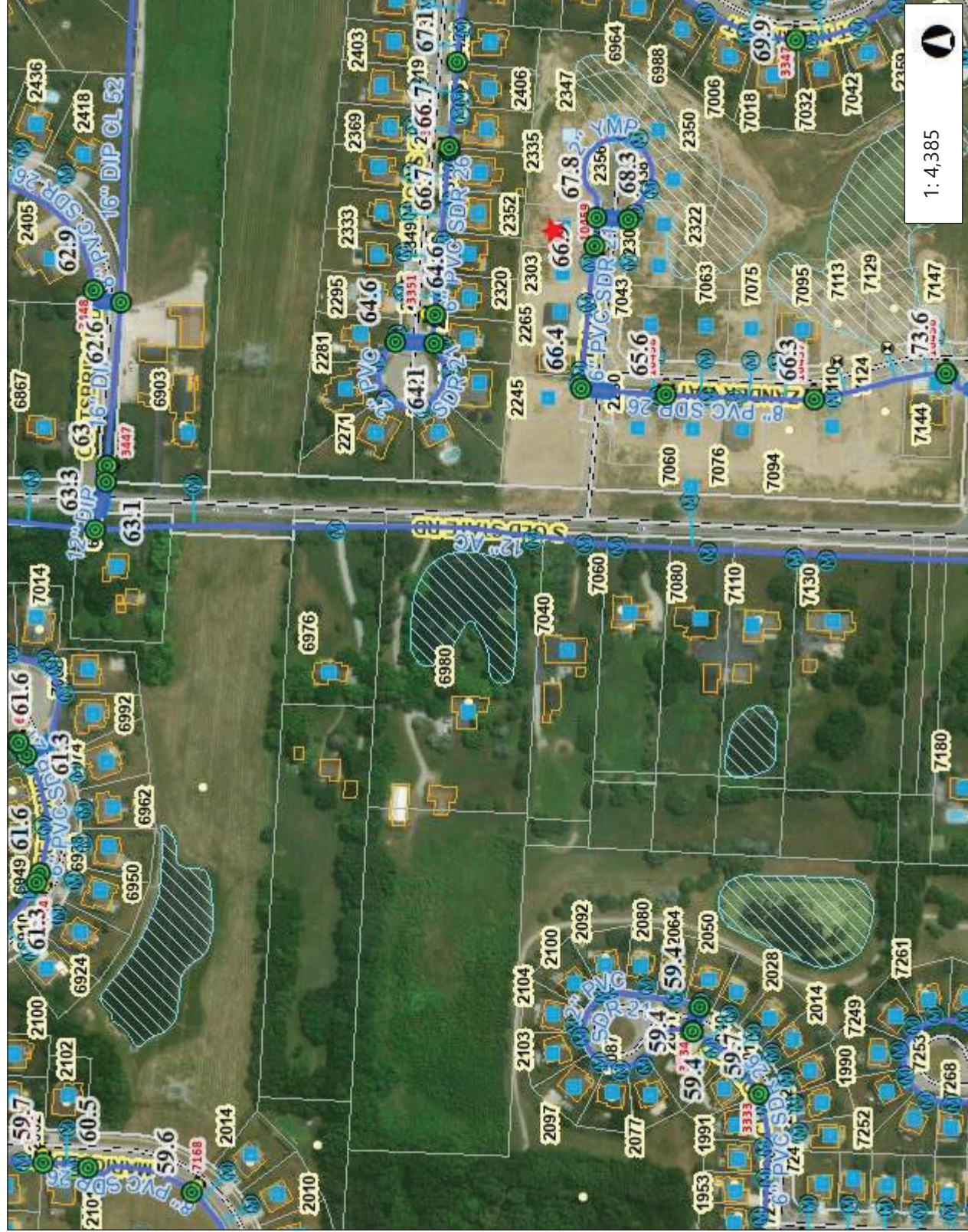
Land Size: ±8.34 (combined) acres

This site can be served from an existing 12-inch waterline located along S. Old State Road. The developer may need to extend a minimum 6-inch waterline to the development property. An aerial map is attached to this letter.

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.

Cris Valenzuela  
Engineer



730.8 0 365.40 730.8 Feet

1: 4,385

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

Legend

- ★ Parcel Point of Interest
- Average Pressure Point
- Pressure Zone Boundaries
- Water Service Point
  - <Null>.0
  - <Null>.1
  - Active.0
  - Active.1
  - Inactive.0
  - Inactive.1
- Water System Control Station
  - Booster Station
  - Booster/Valve Station
  - Valve Station
- Water MPRV
- Water Hydrants
  - Our Agency, Red
  - Our Agency, Yellow
  - Private
- Water Flushing Hydrants
  - Un
  - Lo



Notes

6980 S Old State Road



An **AEP** Company

*BOUNDLESS ENERGY™*

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

9/9/2025

**John C. Wicks**  
**Real Property Design & Development LLC**  
**15 N Liberty St.**  
**Powell, OH 43065**

RE: AVAILABILITY OF ELECTRICAL SERVICE

**Hidden Oaks**

To Whom It May Concern:

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

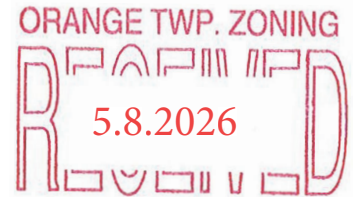
Our records indicate your project; a ±23-unit residential development is located West of S. Old State Rd. and South of Greenspire Dr., Parcels 31824001018000 and 31824001019000 in Orange Township, Delaware County, Ohio.

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

Sincerely,

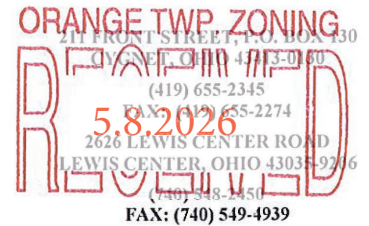
A handwritten signature in black ink, appearing to read "Jacob Spitznogle". The signature is fluid and cursive, written over a white background.

**Jacob Spitznogle**  
Customer Design Technician



# SUBURBAN NATURAL GAS COMPANY

ESTABLISHED 1882



Current Date 9/9/2025

Real Property Design & Development LLC  
15 N. Liberty St.  
Powell, Ohio  
43065

RE: Hidden Oaks

Dear John,

In response to your request for natural gas service availability to the approximately 8.34 acres located on the West of Old State Rd and North of Orange Rd. containing 23 lots

Orange Township Delaware County, Ohio, Suburban Natural Gas Company does have natural gas service available to the above described location.

As always, natural gas service to the area as well as any other served or to be served by Suburban Natural Gas Company is subject to the terms and conditions of our PUCO tariff.

We look forward to working with you on the proposed project. If you have any questions, feel free to contact me directly.

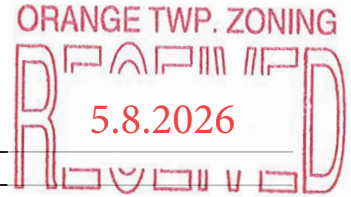
Cordially,

A handwritten signature in blue ink that reads "A C Roll".

Aaron Roll  
Vice President  
System Development

AR/hc

cc: D. Joseph Pemberton



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Space reserved for Auditor, Engineer and Recorder

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**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATION OF EASEMENTS  
FOR  
ORANGE COVE**

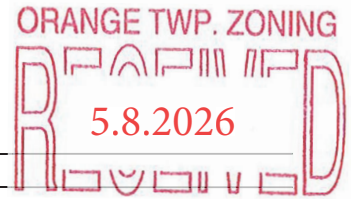
Declarant, **JOHN C. WICKS**, an Ohio individual, is the owner of certain real estate in Berlin Township, Delaware County, Ohio, described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as "Property").

Declarant hereby declares that the Property shall be held, sold and conveyed subject to the covenants, conditions, restrictions and reservation of easements herein and to the provisions of Chapter 5312 of the Ohio Revised Code, the Ohio Planned Community Act. This Declaration is for the purpose of protecting the value and desirability of and which shall run with the Property submitted hereunder or which may subsequently be added, and shall be binding on all parties having any right, title or interest in the Property, its successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I**

**DEFINITIONS**

- 1.1. Act.** "Act" means Chapter 5312 of the Ohio Revised Code, the Ohio Planned Community Act, and as the same is subsequently amended.
- 1.2. Additional Land.** "Additional Land" means the property described in Exhibit "B" which may be made subject to this Declaration pursuant to Article XII.
- 1.3. Allocated Interests.** "Allocated Interests" means the Common Expense Liability and votes in the Association as set forth in Article III.
- 1.4. Assessments.** "Assessments" means those charges upon the Lots established by Article VII of this Declaration.
- 1.5. Association.** "Association" means Orange Cove Association, Inc., an Ohio nonprofit corporation, its successors and assigns. Except as the context otherwise requires "Association" shall mean the Board of Directors acting on behalf of the Association.
- 1.6. Board.** "Board" shall mean the Board of Directors of the Association.



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Space reserved for Auditor, Engineer and Recorder

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**1.7. Builder.** "Builder" means any person or entity (including the Declarant) who acquires a Lot for the purpose of improving that Lot and erecting a Dwelling Unit thereon for resale to an Owner.

**1.8. Code of Regulations.** "Code of Regulations" means the regulations adopted for the Association in accordance with Chapter 1702 of the Ohio Revised Code and shall be the "bylaws" required pursuant to the Act. A copy of the current Code of Regulations is attached as Exhibit C.

**1.9. Common Elements.** "Common Elements" shall mean any real estate owned or leased by the Association other than a Lot, including easements in favor of the Association.

**1.10. Common Expense Liability.** "Common Expense Liability" means the liability for Common Expenses allocated to each Lot pursuant to Article III, of this Declaration.

**1.11. Common Expenses.** "Common Expenses" means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves.

**1.12. Declarant.** "Declarant" means John C. Wicks, its successors and assigns.

**1.13. Declarant Control Period.** "Declarant Control Period" means the period of time that the Declarant may appoint members of the Board of Directors and the officers of the Association as set forth in Article XIII.

**1.14. Declaration.** "Declaration" means this Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Orange Cove Association, Inc., including any amendments hereto.

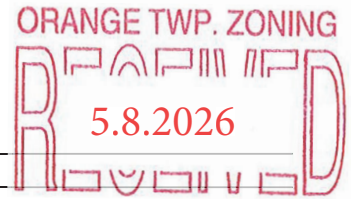
**1.15. Development Period.** "Development Period" means the period commencing on the date of recording of this Declaration and ending on the date fifteen (15) years thereafter within which the Declarant has the right to submit Additional Land to the terms of this Declaration.

**1.16. Development Rights.** "Development Rights" means those rights reserved by the Declarant in Article XII.

**1.17. Dwelling Unit.** "Dwelling Unit" means a detached building designed and intended for use and occupancy as a single-family residence.

**1.18. Lot.** "Lot" means the physical portion of the Property designated for separate ownership or occupancy, the boundaries of which are described pursuant to Article II, Section 2.1.

**1.19. Member.** "Member" means any person or entity entitled to membership in the Association as provided herein.



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**1.20. Occupant.** "Occupant" means any person in possession of a Lot or Dwelling Unit whether or not such possession is lawful and shall include but not be limited to, an Owner's family members, guests, invitees, tenants and lessees.

**1.21. Owner.** "Owner" means the Declarant or other person or entity who owns a Lot, but does not include a person or entity having an interest in a Lot solely as security for an obligation.

**1.22. Property.** "Property" means the real estate described in Exhibit "A" attached hereto and any other property, which may be made subject to the terms of this Declaration, together with any improvements, made thereon.

**1.23. Record Plan.** "Record Plan" means the record plat for Orange Cove Subdivision and any subsequent plats or replats thereof.

**1.24. Special Declarant Rights.** "Special Declarant Rights" means those rights reserved by the Declarant in Article XIII.

**1.25. Supplemental Declaration.** "Supplemental Declaration" shall mean an amendment or supplement to this Declaration executed by or consented to by Declarant which imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or designates property as Common Elements. The term shall also refer to the instrument recorded by the Association pursuant to Article XII, Section 12.1, of this Declaration to subject Additional Property to this Declaration.

**1.26. Surface Water Management System.** "Surface Water Management System" shall mean the system designed for the Property by the Declarant for storm water, soil erosion and sediment control. Such system shall include all existing watercourses, ditches, retention basins and swales located in the Property.

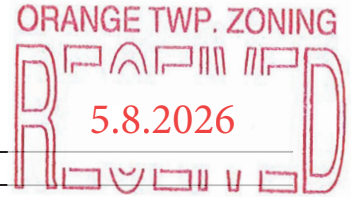
## ARTICLE II

### LOTS

**2.1. Types of Lots.** Initially there shall be two types of Lots within the Property, which are described as follows:

**2.1.1. Lots.** These Lots shall be fee simple lots for the construction and occupation of a detached single-family Dwelling Unit.

**2.1.2. Reserve Areas.** Lots owned by the Association for open space.



Space reserved for Auditor, Engineer and Recorder

**2.2. Description of Lot Boundaries.** The boundaries of the Lots shall be those as set forth on the Record Plan.

**ARTICLE III**

**ALLOCATION OF ALLOCATED INTERESTS**

**3.1. Common Expense Liability.** The allocation of Allocated Interests for Common Expense Liability shall be determined in accordance with the allocation of the various assessments as set forth in Article VII, Section 7.8.

**3.2. Votes in the Association.** The allocation of Allocated Interests for voting purposes shall be one vote per Lot.

**ARTICLE IV**

**COMMON ELEMENTS AND EASEMENTS**

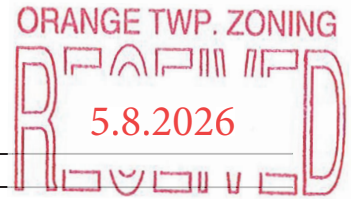
**4.1. Description.** The Common Elements shall be any portion of the Property owned by the Association in fee or by easement or leased to the Association

**4.2. Easements.** The Property shall be subject to certain easements. These easements shall be appurtenant to and pass with the title to the Lots.

**4.2.1. Enjoyment.** The Common Elements shall be subject to an easement of enjoyment in favor of the Lots and Owners. Such easement shall be limited to the purposes for which the easements are created. Nothing herein shall be construed to provide any right of access to the Lots by any persons who are not Owners thereof.

**4.2.2. Access.** The Common Elements shall be subject to permanent non-exclusive easements for ingress and egress in favor of the Lots. This non-exclusive easement is granted to the Owners of all Lots, Occupants, their guests and invitees, and to all police, fire and other emergency personnel, and to all similar persons, and to the local governmental authorities, but not to the public in general, to enter upon the Common Elements in the performance of their duties.

**4.2.3. Drainage.** The Lots shall be subject to easements in favor of the Lots benefited for Surface Water Management as further defined in Article V. No Owner shall do anything on or within a Lot or Dwelling Unit that shall unreasonably increase the flow of surface water.



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Space reserved for Auditor, Engineer and Recorder

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**4.2.4. Orange Township; Delaware County.** A non-exclusive easement is granted to Orange Township and Delaware County, and to all police, fire and other emergency personnel, ambulance operators, delivery, garbage and trash removal personnel, and to all similar persons, and to the local governmental authorities, but not to the public in general, to enter upon the Common Elements and the Surface Water Management System in the performance of their duties.

**4.3. Owner's Delegation Rights.** Any Owner may delegate his or her easement rights and rights of enjoyment to the Common Elements to any Occupants, and any guests, invitees, tenants or lessees thereof. Any Owner who has leased his or her Lot shall be deemed to have delegated such rights. Any such delegation, however, shall in accordance with and subject to reasonable rules, regulations and limitation as may be adopted by the Association in accordance with its Code of Regulations.

**4.4. Limitation on Common Elements and Easements.** All Common Elements, easements and rights granted herein are subject to:

**4.4.1.** Restrictions set forth in this Declaration and any Supplemental Declaration.

**4.4.2.** Easements set forth on the Record Plan

**4.4.3.** Any rules and regulations adopted by the Association and the right to enforce such rules and regulations.

**4.4.4.** The right of the Association to levy assessments for the Common Expenses, and other assessments as set forth herein.

**4.4.5.** The right of the Declarant and the Association to amend the Record Plan and to grant further rights and easements within, upon, over, under, and across the Common Elements for the benefit of the Owners, the Association or Declarant. The Association, however, shall have no right to amend the Record Plan with respect to the Lots.

**4.4.6.** The Common Elements cannot be mortgaged or conveyed without the consent of two-thirds of the Owners, excluding the Declarant. A conveyance or encumbrance of the Common Elements shall not deprive any Lot or Dwelling Unit of its rights of access nor affect the priority of validity of pre-existing encumbrances. During any Declarant Control Period as set forth in Article XIII, no portion of the Common Elements can be dedicated without the prior approval of the Federal Housing Administration or the Veterans Administration, if either such agency is insuring or guaranteeing the mortgage on any Lot.

**4.4.7.** If access to any residence is through the Common Elements, any conveyance or encumbrance of such area is subject to the Lot Owner's easement.

**4.4.8.** All rights granted to the Association in this Declaration.

4.4.9. Development rights and Special Declarant Rights as set forth in Articles XV and XVII.

## ARTICLE V

### SURFACE WATER MANAGEMENT

**5.1. Surface Water Management System.** The Surface Water Management System shall consist of the "Drain. Esmt." as shown on the Record Plan. Berlin Township and Delaware County, Ohio shall maintain and administer the Surface Water Management System in accordance with the guidelines as may be promulgated from time to time.

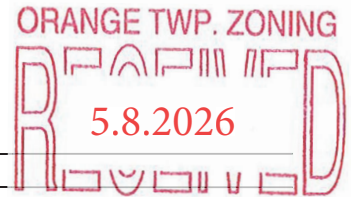
**5.2. Surface Water Management System Easements.** Each Lot shall be subject to and shall be benefited by an easement for storm sewers, drainage and surface water management as more particularly shown on the Record Plan. Such easement shall be non-exclusive as to the Owners and shall run to Orange Township and Delaware County, which have control and responsibility for drainage and surface water management. Such easement, however, shall not run to the public at large.

**5.3. Access to Lots.** For the purpose solely of performing the maintenance required or authorized herein, Orange Township and Delaware County, through their duly authorized agents or employees, or subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon the Lot at reasonable hours on any day.

**5.4. Individual Maintenance.** Each Owner shall maintain that portion of the Surface Water Management System, which serves only that Owner's Lot.

**5.5. Retention Basin Maintenance.** The Association shall have primary responsibility for the maintenance of the retention basins, including any pipes, concrete gutters or mechanical devices, including vegetation control and debris removal.

**5.6. Restrictions on Use.** No Owner shall use or permit any other persons to use the Surface Water Management System in any manner which would constitute a nuisance, hazard or unsanitary condition or be in violation of any local, state, or federal law ordinance, rule, regulation or statute. No use of the retention basins including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the retention basin. No buildings, sheds, decks, pools or other such structures, or the footers or foundations of any structures or features shall be constructed above or within the limits of any drainage easement unless approved in writing by the Delaware County Engineer's Office.



**ARTICLE VI**

**OWNERS ASSOCIATION**

**6.1. Formation.** The Declarant has caused or will cause to be chartered a nonprofit corporation named Orange Cove Association, Inc. and shall be the “owners association” as defined in Section 5312.01 (L) of the Act. The purposes for the Association are to provide for the administrative governance, maintenance and upkeep of the Property and to promote the health, safety, and welfare of the Owners and Occupants of the Property.

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

**6.3. Powers of the Association.** Subject to Special Declarant Rights hereinafter set forth, the Association may:

**6.3.1.** Hire and fire managing agents, attorneys, accountants, and other independent professionals and employees that the board determines are necessary or desirable in the management of the property and the association;

**6.3.2.** Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the association, the board of directors, or the property, or that involves two or more owners and relates to matters affecting the property;

**6.3.3.** Enter into contracts and incur liabilities relating to the operation of the property;

**6.3.4.** Enforce all provisions of the declaration, bylaws, covenants, conditions, restrictions, and articles of incorporation governing the lots, common elements, and limited common elements;

**6.3.5.** Adopt and enforce rules that regulate the maintenance, repair, replacement, modification, and appearance of common elements, and any other rules as the declaration provides;

**6.3.6.** Acquire, encumber, and convey or otherwise transfer real and personal property, subject to section 5312.10 of the Act;

**6.3.7.** Hold in the name of the owners association the real property and personal property;

**6.3.8.** Grant easements, leases, licenses, and concessions through or over the common elements;

**6.3.9.** Levy and collect fees or other charges for the use, rental, or operation of the common elements or for services provided to owners;

**6.3.10.** Pursuant to section 5312.11 of the Act, levy the following charges and assessments:

**6.3.10.1.** Interest and charges for the late payment of assessments;

**6.3.10.2.** Returned check charges;

**6.3.10.3.** Enforcement assessments for violations of the declaration, the bylaws, and the rules of the owners association;

**6.3.10.4.** Charges for damage to the common elements or other property.

**6.3.11.** Adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;

**6.3.12.** Impose reasonable charges for preparing, recording, or copying the declaration, bylaws, amendments to the declaration and bylaws, resale certificates, or statements of unpaid assessments;

**6.3.13.** Authorize entry to any portion of the planned community by designated individuals when conditions exist that involve an imminent risk of damage or harm to common elements, another Dwelling Unit, or to the health or safety of the occupants of that Dwelling Unit or another Dwelling Unit;

**6.3.14.** Subject to division (A)(1) of section 5312.09 of the Act, borrow money and assign the right to common assessments or other future income to a lender as security for a loan to the Association;

**6.3.15.** Suspend the voting privileges and use of recreational facilities of an Owner who is delinquent in the payment of assessments for more than thirty days;

**6.3.16.** Purchase insurance and fidelity bonds the Directors consider appropriate and necessary;

**6.3.17.** Invest excess funds in investments that meet standards for fiduciary investments under the laws of the State of Ohio;

**6.3.18.** Exercise powers that are any of the following:

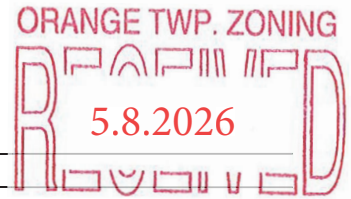
**6.3.18.1.** Conferred by the declaration or bylaws;

**6.3.18.2.** Necessary to incorporate the Association as a nonprofit corporation;

**6.3.18.3.** Permitted to be exercised in this state by a nonprofit corporation;

**6.3.19.** Necessary and proper for the government and operation of the Association.

**6.4. Voting Rights.** Subject to Special Declarant Rights as set forth in Article XIII, Owners shall be entitled to vote on matters properly before them in accordance with this Article, the Code of Regulations and the laws of the State of Ohio.



**6.5. Number of Votes.** Each Lot shall have one vote. If only one of several Owners for a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any one of the Owners casts the vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks. No votes allocated to any Lots owned by the Association may be cast.

**6.6. Proxies.** A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the Owners of a Lot through a duly executed proxy. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one year after its date, unless it specifies a shorter time. Written notice to the Board or notice in a meeting of a revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically cease upon conveyance of the Lot.

Unless expressly reserved and the Association is notified of such reservation, a land contract vendee shall be deemed the proxy of a land contract vendor for purposes of this section.

**6.7. Annual Meeting.** A meeting of the Members of the Association must be held at least once each year.

**6.8. Management Agent.** The Board may employ for the Association a professional management agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, certain powers granted to the Board by this Declaration. The Declarant, or an affiliate of the Declarant, may be employed as a managing agent or manager.

No management contract may have a term in excess of three (3) years and must permit termination by either party without cause and without termination fee on ninety (90) days or less written notice.

## ARTICLE VII

### ASSESSMENTS

**7.1. Establishment of Assessments.** There are hereby established for the benefit of the Association, its successors and assigns, as a charge on each Lot, certain Assessments for Common Expenses, and other expenses. Each Owner, by acceptance of a deed, covenants and agrees to pay such Assessments.

**7.2. Purpose of the Assessments.** The Assessments are established for the benefit and use of the Association and shall be used in covering the costs of the Common Expenses and for other such purposes as hereinafter set forth.

**7.3. Annual General Assessment.** There is hereby established an Annual General Assessment levied against all Lots for the purpose of the Common Expenses of the Association. The Common Expenses shall be, but not limited to, (1) operation, maintenance, repair and replacement as required by this Declaration; (2) the cost of any insurance required by this Declaration; (3) reasonable reserves for contingencies and replacement; and (4) administrative, accounting, legal and management fees; (5) all other costs and liabilities incurred by the Association in the exercise of its powers and duties pursuant to this Declaration.

**7.4. Individual Assessment.** The Association shall have the right to assess an individual Lot for any of the following:

**7.4.1.** any costs incurred by the Association in the performance of any maintenance in accordance with Article VIII, Section 8.4.

**7.4.2.** any charges or fines imposed or levied in accordance with Article IX, Section 9.3.1.1.

**7.4.3.** subject to the provisions of Section 7.6, any costs incurred for maintenance or repair caused through the willful or negligent act of an Owner or Occupant or their family, tenants, guests or invitees, including attorney fees, court costs and other expenses incurred.

**7.4.4.** subject to the provisions of Section 7.6, any costs associated with the enforcement of this Declaration or the Rules and Regulations of the Association, including, but not limited to attorneys fees, witness fees and costs, and court costs.

**7.4.5.** any costs or charges permitted by this Declaration, any Supplemental Declarations, amendments, or the Code of Regulations to be charged or assessed as an Individual Assessment.

**7.5. Procedures for Imposing an Individual Assessment for Damages or Enforcement.**

**7.5.1. Notice.** Prior to imposing a Individual Assessment for damages pursuant to Section 7.5.3, or for enforcement pursuant to Section 7.5.4, the Board shall give the Owner written notice containing:

**7.5.1.1.** a description of the property damaged or the violation;

**7.5.1.2.** The amount of the proposed Individual Assessment;

**7.5.1.3.** A statement that the owner has a right to a hearing before the Board to contest the proposed Individual Assessment;

**7.5.1.4.** A statement setting forth the procedures to request a hearing pursuant to Section 7.6.2; and

**7.5.1.5.** A reasonable date by which the Owner must cure the violation to avoid the proposed Individual Assessment.

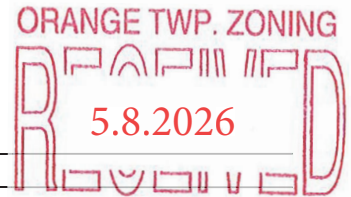
**7.5.2. Hearing.** An Owner may request a hearing by delivering written notice of such request no later than the tenth day after receiving the notice provided in Section 7.6.1 of this Article. If the Owner fails to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the Individual Assessment referenced in the notice provided above, or may allow a reasonable time to cure the violation before imposing a Individual Assessment. If an Owner requests a hearing, the Board shall not levy the Individual Assessment before holding a hearing, and will, at least seven days prior to the hearing; provide the Owner with a written notice of the date, time and location of the hearing. Within 30 days following a hearing at which the Board imposes a Individual Assessment, the Board shall deliver a written notice of the Individual Assessment to the Unit Owner.

**7.5.3. Manner of Notice.** Any notice required under this Section to be served:

**7.5.3.1.** upon the Owner shall be delivered personally to the Owner or Occupants at the Lot or Dwelling Unit, or mailed (by certified mail, return receipt requested) to the Owner at the address of the Lot, provided that if the Owner has provided the Association with an alternate address, all such notices shall be mailed (by certified mail, return receipt requested) to the Owner at such alternative address.

**7.5.3.2.** upon the Association shall be delivered personally to any officer of the Association or to any on-site representative of any professional management company hired by the Association; or mailed (by certified mail, return receipt requested) to any officer of the Association or to the management company hired by the Association.

**7.6. Working Capital Fund; Initial Assessment.** At the time of closing of a Lot from Builder, the purchaser of such Lot shall be assessed the sum of \$150.00 for each Dwelling Unit to be constructed as initial capital contribution to the working capital fund of the Master Association. These Assessments shall be used by the Association for its operating expenses. Such Assessment is not an advance payment of the Annual General Assessment, and it will not be held in any sort of trust or reserve account.



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**7.7. Special Assessment.** There is hereby established a Special Assessment for the purpose of repairing or restoring damage or destruction to the Common Elements as further set forth in Article X.

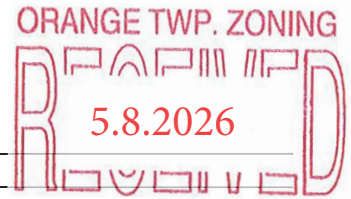
**7.8. Computation and Payment of Annual General Assessment.** The Annual General Assessment shall be computed and levied in accordance with the budget adopted by the Board pursuant to the Code of Regulations. This Assessment shall be effective as to each Lot on the first day of the Association's fiscal year. The initial Annual General Assessment as to each Lot shall commence on the first day of the month following the earlier of (i) its conveyance to an Owner other than a Builder; or (ii) occupation of the Dwelling Unit. The initial Annual General Assessment shall be prorated on a monthly basis to the end of the Master Association's fiscal year, and shall be collected at closing of the conveyance of the Lot from the Builder. So long as there has been no default in payment of the Assessment, it shall be payable in annual installments due on the first day of each fiscal year. The Board shall have the power from time to time to adopt such billing, collection and payment procedures, charges and other payment time schedules, as it deems appropriate.

**7.9. Maximum Annual Assessment.** Beginning with the recording of this Declaration and until December 31, 2019, the maximum Annual General Assessment shall be \$600.00 Beginning with Assessments levied as of January 1, 2020, and annually thereafter, the Board, without a vote of the Owners, may increase or decrease the Annual General Assessment. If the Board increases the Annual General Assessment, then, within Thirty (30) days of notice of such increase, Members in good standing exercising Twenty-five (25%) percent of the voting power of the Association, may petition the Board for a special meeting of the Association to reconsider such increase. At such meeting, the Members in good standing, in person or by proxy, exercising sixty-six and two thirds (66 2/3%) percent of voting power of the Master Association, may vote to reduce the increase by any amount therein proposed, but not lower than the previous years maximum amount.

**7.10. Allocation of Assessments.** The Common Expense Liability of each Lot shall be its portion of the Common Expense. The Common Expense Liability and the Annual General Assessment shall be allocated equally to each Lot. The other Assessments shall be allocated as applicable to the respective Lots and as determined by the Board.

**7.11. Lien for Assessments.** The Association shall have a lien for any Assessment levied against a Lot, for fines imposed against an Owner or Occupant, and for interest, costs and reasonable attorney fees.

**7.11.1. Creation.** The lien for Assessments is created by this Declaration and shall be a charge and a continuing lien on each Lot, which shall run with the land. All persons or entities acquiring an interest in a Lot after the filing of this Declaration take such interest subject to the lien.



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**7.11.2. Effective Dates.** The lien for the Common Expense Liability for each Lot as set forth in the Annual General Assessment shall be effective on the first day of the fiscal year of the Association. The lien for other Assessments shall be effective on the first day of the month following the notice of it levy on the Owners affected.

**7.11.3. Perfection.** Recording of this Declaration constitutes notice and perfection of the Lien.

**7.11.4. Notice of Lien.** The Association shall file a notice of lien with the Recorder of Delaware County.

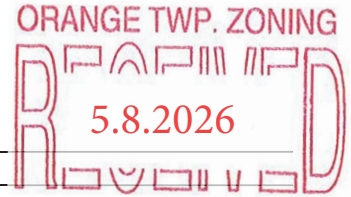
**7.11.5. Priority of the Lien.** The lien created by this Section shall be prior to all liens and encumbrances recorded subsequent to this Declaration except the lien for real estate taxes and assessments and the lien of any bona fide first mortgage filed of record.

**7.11.6. Subordination and Mortgagee Protection.** Notwithstanding any of the provisions hereof to the contrary, the lien of any Assessment levied pursuant to this Declaration (and any late charges, interest, costs and attorney fees) shall be subordinate to, and shall in no way affect the rights of the holder of a first mortgage made in good faith for value received; provided, however, that such subordination shall apply only to Assessments, or installments thereof, which have become due and payable prior to the date of Sheriff's sale of such Lot pursuant to a foreclosure or the date of a deed in lieu of foreclosure. Such sale or transfer shall not relieve the mortgagee or the purchaser of a Lot at such sale from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment. Mortgagees are not required to collect Assessments on behalf of the Association. Failure to pay Assessments shall not constitute a default under any mortgage insured by FHA/VA.

**7.11.7. Extinguishment of the Lien.** A lien for unpaid Assessments is extinguished unless proceedings to enforce it are instituted within five (5) years after the full amount of the Assessment becomes due. If an Owner of a Lot subject to a lien files a petition for relief under the United States Bankruptcy Code, then the period of time to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay under Section 362 of the Bankruptcy Code is lifted.

**7.11.8. Estoppel Certificate/Status Letter.** Upon request of any mortgagee or Owner and upon payment in full of all Assessments and other charges permitted by this Declaration that are due to the Association, the Association shall execute and deliver to such mortgagee or Owner an Estoppel Certificate/Status Letter. The Association may charge a reasonable fee for the preparation of such certificate.

**7.12. Delinquency and Acceleration.** Any installment of an Assessment provided for by this Declaration shall become delinquent if not paid on the due date as established by this Declaration



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or by the Board. With respect to each installment of an Assessment not paid within five (5) days of its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, costs of collection, reasonable attorney fees and interest at the rate provided in Section 1343.03 of the Ohio Revised Code (and as amended from time to time). Interest shall be calculated from the date of delinquency to the date full payment is received by the Association. If any installment of an Assessment is not paid within thirty (30) days of its due date, the Board may, at its election, declare all of the unpaid balance of the Assessment immediately due and payable without further notice or demand to the Owner. The Association may enforce the collection of the full Assessment and all charges thereon in any manner authorized by law or this Declaration. The filing of any petition for relief pursuant to the United States Bankruptcy Code by an Owner whose Assessment has been accelerated shall operate as a restoration of the Assessment to its prior status as if it has not been accelerated.

**7.13. Remedies Cumulative.** A suit to recover money judgment for unpaid Assessments and charges may be maintained without foreclosing or waiving the right to enforce the lien. A foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

**7.14. Personal Obligation.** The Assessments, including fines, if any, payable by each Owner, together with any penalty, interest, costs and reasonable attorney fees shall be the personal obligation of the Owner of the Lot at the time incurred. The personal obligation shall not pass to any successors in title unless expressly assumed by them.

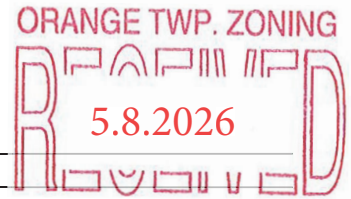
**7.15. Statement of Unpaid Assessments.** The Association shall upon written request of the Owner, contract purchaser, or first mortgagee, furnish a statement setting forth the amount of unpaid Assessments against the Lot. This statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board and every Owner. The Association may charge a reasonable amount for this statement.

**7.16. No Waiver of Liability for Common Expenses.** No Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Lot against which the Assessments are made.

## ARTICLE VIII

### UPKEEP OF THE PROPERTY

**8.1. Lots.** Each and every Lot, its Dwelling Unit and any improvement erected thereon shall be maintained in a reasonable manner in accordance with the standard generally prevailing throughout the Properties and as may be set forth in a Supplemental Declaration.



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**8.2. Common Elements.** Except as may be expressly provided in any Supplemental Declaration, easement or contract, the Association shall maintain the Common Elements.

**8.3. Association's Right to Maintain.** In the event that an Owner shall fail to provide maintenance as required by this Declaration in a manner satisfactory to the Association, and such Owner has failed to comply for ten (10) days after being so notified of such failure and upon being provided an opportunity to be heard concerning such failure, then the Association shall have the right, through its agents and employees, to enter upon said Lot and repair, maintain and restore the Lot. In the event that such failure poses a health, safety or security risk, then no notice or hearing need be given. The cost of such maintenance and repair shall be assessed against the subject Lot in accordance with Article VII, Section 7.5.

**8.4. Access to Lots.** For the purpose solely of performing the maintenance required or authorized herein, the Association, through its duly authorized agents or employees, or subcontractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day.

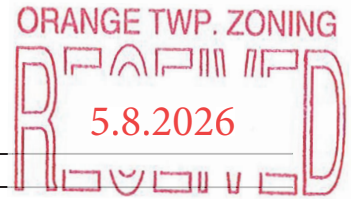
## ARTICLE IX

### RESTRICTIONS

**9.1. Use and Occupancy.** The following restrictions are applicable all Lots with respect to the use and occupancy of the Property. Other restrictions applicable to each Neighborhood shall be set forth in a Supplemental Declaration.

**9.1.1. Compliance with Laws.** No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner.

**9.1.2. Harmful Discharges.** There shall be no emissions of dust, sweepings, dirt, cinders, odors, gases or other substances into the atmosphere (other than normal residential chimney emissions), no production, storage or discharge of hazardous wastes on the Property or discharges of liquid, solid wastes or other harmful matter into the ground or any body of water, if such emission, production, storage or discharge may adversely effect the use or intended use of any portion of the Property or may adversely effect the health, safety or comfort of any person. No waste nor any substance or materials of any kind shall be discharged into any public sewer or the Surface Water Management System serving the Property or any part thereof in violation of any regulation of any public body having jurisdiction over such public sewer, or Surface Water Management System.



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**9.1.3. Noise.** No person shall cause any unreasonably loud noise (except for security devices) anywhere on the Property, nor shall any person permit or engage in any activity, practice or behavior for the purpose of causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property.

**9.1.4. Signs.** No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Declarant or any Builder while actively marketing the Lots for sale; (ii) street and identification signs installed by the Association or the Declarant; (iii) temporary signs and security signs as set forth in the Design Guidelines; (iv) reasonably sized political signs installed in accordance with the time frames and size limits set forth in the Design Guidelines, and (v) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale.

**9.1.5. No Trade or Business.** No trade or business of any kind may be conducted in or from any Lot or Dwelling Unit except that an Owner or Occupant of a Lot or Dwelling Unit may conduct such business activity within the Lot or Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Lot or Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming on to the Lot who do not reside in the Property; and (d) the business activity is consistent with the residential character of the Property.

The terms "business" and "trade" as used in this provision shall be construed to have their ordinary generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (i) such activity is engaged in full-time or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required thereof. The term "trade" or "business" for purposes of this restriction shall not include the construction, operation and maintenance of any model home or homes and sales offices by any Builder during reasonable hours.

**9.1.6. Trash.** Except in connection with construction activities, no burning of any trash and no accumulation or storage of litter, refuse, bulk materials, building materials or trash of any other kind shall be permitted on any Lot. Trash containers (except during construction) shall not be permitted to remain in public view except on days of trash collection. No incinerator shall be kept or maintained upon any Lot.

**9.1.7. Parking; Vehicle Repairs.** Except in connection with construction activities, trucks, trailers, campers, recreational vehicles, boats and other large vehicles may be parked on the Property only if in garages. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any portion of the Property. Vehicle repairs and storage of vehicles are permitted on the Property only if in garages. Recreational vehicles and

boats may be parked in the driveways for a period not to exceed seventy-two (72) hours for the purpose of cleaning, loading or unloading.

**9.1.8. Animals.** The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot. The keeping of guide animals and two (2) orderly domestic pets (e.g., dogs and cats) is permitted. No pets shall be kept or maintained for commercial purposes or for breeding. No external compound cages, kennels or hutches shall be permitted. Each Owner shall be responsible to clean up after their pets in the Common Elements.

Any pet causing or creating a nuisance, unsanitary conditions, unreasonable disturbance or noise may be permanently removed from the Property upon ten (10) days written notice from the Board. Pets shall not be permitted on the Common Elements unless accompanied by someone who can control the pet and unless carried or leashed. Any Owner or Occupant who keeps or maintains any pet on any portion of the Property shall be deemed to have indemnified and agreed to hold the Association harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. All pets which may leave the Dwelling Unit or Lot must be inoculated as required by law.

**9.1.9. Open Fires.** Open burning is not permitted on the Property, except that outdoor fireplaces, grills, and chimneys may be used if equipped with fire screens to prevent the discharge of embers or ashes.

**9.1.10. Outdoor Boilers/Stoves/Furnaces** An accessory structure designed and intended, through the burning of wood or other solid fuel, for the purpose of heating the principal structure or any other site, building, or structure on the premises are not permitted on the Property.

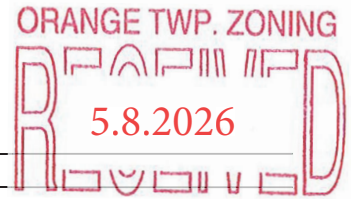
**9.1.11. Clothes Drying.** No outdoor clothes drying apparatus may be placed on any Lot.

**9.1.12. Tree Preservation Zones.** Areas delineated as Tree Preservation Zones on the Record Plan shall remain undisturbed and to be left in their natural state with the following exceptions:

**9.1.12.1.** Removal of dead and/or dying trees or vegetation, and

**9.1.12.2.** Minor grading to correct drainage issues.

**9.2. Architectural Restrictions.** The following architectural restrictions shall be applicable to all Lots. Other restrictions applicable to each Neighborhood shall be set forth in a Supplemental Declaration.

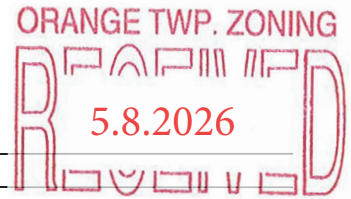


**9.2.1. Plan Approval.** No structure shall be placed, erected or installed upon any Lot, no construction (which term shall include within its definition staking, clearing, excavation, grading, and other site work), no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place until the requirements of this section have been fully met. Prior to any construction, the Owner or Builder shall first submit to the Declarant (which for the terms of this section shall include its designee) a complete set of building plans for the proposed construction. The Declarant shall approve, reject or modify such plans in a writing sent to the Owner or Builder in question not more than thirty (30) days after the plans are submitted to the Declarant. The thirty (30) day period shall commence upon execution of a written notice by the Declarant acknowledging receipt of plans and specifications and all information required therewith. The Declarant shall review the plans as to the quality of workmanship and design and harmony of external structures with existing structures and as to location in relation to surrounding structures, topography and finish grade elevation. The Declarant shall not unreasonably withhold approval of any plans that conform in every way with the Declaration and with the general character of the development on neighboring Lots within the Property. If the Declarant fails to approve, reject, or modify the plans within the thirty (30) day period, the Declarant's approval shall be deemed to have been given, and no further permission shall be needed before the improvements described in such plans may be constructed or installed. However, in no event shall any improvements by constructed or installed that violate any terms of this Declaration.

**9.2.2. Design Guidelines.** The Declarant shall prepare and, on behalf of itself and the Association shall promulgate design and development guidelines governing construction within the Property ("Design Guidelines"). The Design Guidelines shall include application and review procedures to be followed in submitting an application for approval hereunder. The Design Guidelines shall be those of the Association, and the Declarant and/or the Association shall have sole and full authority to modify and to amend them from time to time without the consent of any Owner. The Declarant and/or the Associations shall make the Design Guidelines available to Builders and Owners who seek to engage in construction upon all or any portion of the Property. **There is no requirement that these Guidelines be recorded or rerecorded if amended or modified. Each Builder and Owner is cautioned to request the most current version of the Guidelines prior to undertaking any improvement. The most current version shall be on file with the Declarant and/or the Association having jurisdiction.**

**9.2.3. Declarant's Plan Approval Period.** Declarant's right of plan approval shall exist for as long as Declarant owns any Lot in the Property. Declarant's right of plan approval shall include any alterations to existing Lots or Dwelling Units and / or items requiring prior approval by this Declaration. In any items or matters that are discretionary, the Declarant's decision shall be conclusive upon all parties.

**9.2.4. Declarant's Control of New Construction.** The Declarant shall have exclusive control of new construction within the Property. No provision of this Declaration or the Design Guidelines, as the same relates to new construction, may be modified without Declarant's consent.



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**9.2.5. Association’s Right of Plan Approval.** After Declarant’s right of plan approval has expired, the Association shall be responsible for plan approval. The Declarant may assign its right of plan approval or any portion thereof, to the Association.

**9.2.6. No Liability.** Each Owner and Builder is responsible to insure that all construction or any modifications, are in compliance with the Design Guidelines, restrictions and approved plans. If the Developer or the Directors have acted in good faith on the basis of such information possessed by them, neither the Developer, the Board nor any Director shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; or (b) the construction or performance of any work whether or not pursuant to approved plans, drawings, and specifications.

**9.2.7. Dwelling Type.** No building shall be erected, altered, placed or be permitted to remain on any Lot other than as set forth and constructed in accordance with the Design Guidelines.

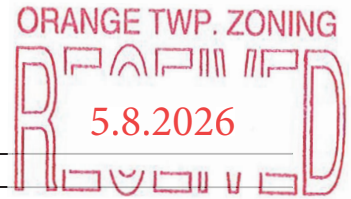
**9.2.8. Dwelling Specifications.** The specifications or each Dwelling Unit, including but not limited to, the size, the roof and gables, siding and exterior elevations, shall be in accordance with the Supplemental Declaration and Design Guidelines for each Neighborhood.

**9.2.9. Set Back, Minimum Elevation and Yard Requirements.** All Dwelling Units shall be located in accordance with the building set back lines, minimum basement elevation and yard requirements as shown on the Record Plan and / or as set forth in the Orange Township Zoning Resolution. The Owner or Builder shall be responsible for compliance with these standards. Declarant shall not be responsible for any failure to comply with these standards.

**9.2.10. Construction Materials.** No Dwelling Units shall be constructed of concrete block, cinder block or other similar materials unless the exterior of the Dwelling Unit is covered with brick and / or siding in accordance with the Design Guidelines. No underground Dwelling Units shall be permitted.

**9.2.11. Radio and Television Antennas.** No exterior antennas, aerials, satellite dishes, or other apparatus for the reception or transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Property, including any Dwelling Unit, without the prior written approval as provided in Section 9.2.1, and in accordance with the Guidelines established by the Declarant or the Master Association or the Neighborhood Association having jurisdiction. Nothing herein shall be construed so as to be in conflict with current Federal Communications Commission’s rules and regulations for antennas.

**9.2.12. Flagpoles.** Permanent flagpoles for the display of the flag of the United States of America shall be permitted with the prior written approval as provided in Section 9.2.1,



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provided that the pole and flag size not out of proportion with the Dwelling Unit and Lot. No exterior lighting shall be permitted. Flags shall be displayed in accordance with the following:

**9.2.12.1.** The patriotic customs set forth in 4 U.S.C.A. 5-10, as amended, governing the display and use of the flag of the United States;

**9.2.12.2.** The consent of the Lot Owner or of any person having lawful control of the Lot;

**9.2.12.3.** The recommended flagpole standards set forth in "Our Flag," published pursuant to S.C.R. 61 of the 105th Congress, 1st Session (1998);

**9.2.12.4.** Any federal law, proclamation of the president of the United States or the governor of the State of Ohio, a section of the Revised Code, or local ordinance or resolution.

**9.2.13. Completion.** Construction of a Dwelling Unit on any Lot shall be completed within one (1) year from the date construction is started.

**9.2.14. Lot Maintenance.** All Lots must be kept mowed and free of debris and clutter. During construction, each Owner and Builder shall be responsible for keeping the streets and adjacent Lots clean and free of debris. The Declarant shall have the right to assess and Owner or Builder for the cost of mowing or clean up in the event that the Owner or Builder fails to do so. Owners shall be responsible for all costs incurred to repair or replace damaged curbs and/or gutters along the front of the Owner's Lot resulting from construction vehicles or any negligence during the construction of the Dwelling Unit.

**9.3. Remedies for Breach of Covenants and Restrictions.** The violation of any covenant or restriction contained in the Declaration or violation of any rule or regulation duly adopted by the Board shall give the Board the authority to enforce the covenants, restrictions, rules and regulations in accordance with this Section.

**9.3.1. Actions.** The Board may take any or all of the following actions.

**9.3.1.1.** levy a fine against the Builder, Owner or Occupant, which shall also be an Individual Assessment under Section 7.5.

**9.3.1.2.** to enter upon a Lot or portion thereof upon which or, as to which, such violation or breach exists and to summarily abate and remove at the expense of the Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, and the Board, or its agents shall not be thereby deemed guilty in any manner of trespass or wrongful act.

**9.3.1.3.** to institute appropriate legal proceedings to enjoin, abate or remedy the continuance of any breach.

**9.3.1.4.** undertake such dispute resolution methods such as mediation and arbitration, except that this provision shall not be construed as any requirement to do so as a condition precedent to legal proceedings.

**9.3.2. Notice and Opportunity to be Heard.** Prior to any action, the Board shall give the Builder, Owner and/or Occupant reasonable notice of the violation and an opportunity to be heard. Such notice and opportunity shall not be required in emergency situations or for repeated or continuing violations.

**9.3.3. Individual Actions.** Each Owner is empowered to enforce the covenants by appropriate legal proceedings or alternative dispute resolution methods.

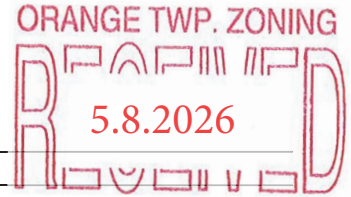
## ARTICLE X

### INSURANCE AND CASUALTY LOSSES

**10.1. Insurance.** The Board or its duly authorized agent shall have the authority to and shall obtain such insurance as it may deem necessary to protect the Common Elements, the Owners, the Association and the Board.

**10.2. Repair and Restoration.** If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

**10.3. Additional Insurance Provisions.** The Declarant or Board, without a vote of the Unit Owners, may amend the provisions of this Article or any supplemental provisions set forth in a Supplemental Declaration, if such amendment is necessary to comply with secondary mortgage market guidelines or is necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on a Unit.



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## ARTICLE XI

### CONDEMNATION

**11.1.** Whenever all or any part of the Common Elements shall be taken (or conveyed in lieu of and under threat of condemnation by the Board) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. No Owner, however, shall have the right to participate in the proceedings incident thereto, unless otherwise required by law. The award made for such taking shall be payable to the Association, as Director for all Owners, to be disbursed as follows:

**11.1.1.** If the taking involves a portion of the Common Elements on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five (75%) percent of the Owners shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements, to be extent lands are available therefore, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article X hereof regarding the disbursement of funds in respect to casualty damage or destruction, which is to be repaired, shall apply.

**11.1.2.** If the taking does not involve any improvements on the Common Elements, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

## ARTICLE XII

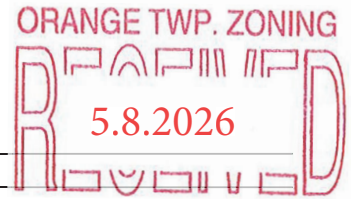
### DEVELOPMENT RIGHTS

**12.1. Submission of Additional Land.** The Declarant reserves the rights to submit all or any portion of the Additional Land to the terms of this Declaration without consent of the Owners at any time during the Development Period. The submission shall be accomplished by the filing of a Supplemental Declaration identifying the Additional Land, the Lots and the Common Elements.

**12.2. Notice to the Board.** The Declarant shall promptly notify the Board of the filing of any Supplemental Declaration.

**12.3. Easements Reserved.** The Declarant reserves for itself, its successors and assigns and any Builder, the following easements:

**12.3.1.** Easements for drainage and all utilities as shown on the Record Plan.



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**12.3.2.** Easements for ingress, egress, drainage and all utilities over the Common Elements provided that such easements do not unreasonably interfere with any Owner's rights of enjoyment.

**12.3.3.** An easement over the Common Elements as may be reasonably necessary for the purpose of discharging its obligations or exercising any rights under the Declaration.

**12.3.4.** An easement for ingress, egress, drainage and all utilities over the Common Elements and in favor of the Additional Property and the right to convey that easements to others in the event that the Additional Property is not submitted to this Declaration.

**12.4. Designation of Further Additional Land.** Declarant reserves the right to designate other adjacent or nearby real property as Additional Land. Such designation shall be by Supplemental Declaration.

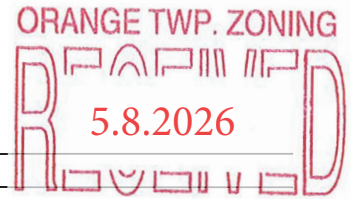
**12.5. Assignment of Development Rights.** The Declarant reserves the right to assign any or all of its Development Rights to any person or entity for the purpose of further development and improvement of the Property. No assignment shall be effective unless in a writing filed with the Recorder of Delaware County, Ohio

**12.6. Transfer of Development Rights by Foreclosure.** Unless otherwise provided in any mortgage securing the Property held by Declarant, in the case of foreclosure of such mortgage, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, of any portion of the Property held by the Declarant subject to the Development Rights herein reserved (including the Special Declarant Rights), a person acquiring title to such property, but only upon his request, succeeds to all such Development Rights. The judgment or instrument conveying title must provide for the transfer of such rights. Upon foreclosure sale, deed in lieu of foreclosure, judicial sale, tax sale, sale under the U.S. Bankruptcy Code or receivership proceedings, the Declarant ceases to have any of the rights herein reserved. A successor to the Development Rights held by a transferee that acquired such rights pursuant to this Section, may declare by a recorded instrument the intention to hold such rights solely for transfer to another person. Thereafter, until transferring such Development Rights to any person acquiring title to the Property subject to the Development Rights, or until recording an instrument permitting exercise of such rights, that successor may not exercise any of those rights, and any attempted exercise is void. So long as a successor declarant may not exercise any Development Rights under this section, such declarant is not subject to any liability as a declarant.

### ARTICLE XIII

#### SPECIAL DECLARANT RIGHTS

**13.1. Use for Sale Purposes.** Declarant reserves for itself, its successors and assigns, and any Builder the right to maintain sales offices and models on the Lots.



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**13.2. Signs and Marketing.** The Declarant reserve the right for itself and any Builder to post signs and displays in the Property to promote sales of Lots, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Owners.

**13.3. Control of the Master Association.**

**13.3.1. Appointment of Directors and Officers.** The Declarant reserve the right to appoint and remove the members of the Board and the Officers of the Master Association during the Declarant Control Period which period will commence upon the recording of this Declaration and shall terminate no later than the earlier of.

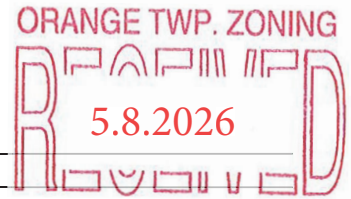
**13.3.1.1.** sixty (60) days after the conveyance of all of the Lots (including Lots and/or units to be included on the Additional Land) to Owners other than Declarant or any Builder;

**13.3.1.2.** fifteen (15) years after recording of this Declaration.

**13.3.2. Early Termination of Control.** The Declarant may voluntarily surrender the right to appoint and remove Directors and officers before the termination of the period set forth above. In that event, the Declarant may require, for the duration of that period, that specified actions of the Association or the Board, be approved by Declarant before they become effective. Such voluntary termination shall be evidenced by a recorded instrument executed by the Declarant setting forth the termination of right to appoint and the actions which require Declarant's approval.

**13.4. Declarant's Personal Property.** The Declarant and any Builder reserve the right to retain all personal property and equipment used in sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant and Builder reserve the right to remove, within One (1) year after the sale of the last Lot, from the Property any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

**13.5. Right to Amend Documents.** Notwithstanding anything above to the contrary, this Declaration may be amended at any time without the vote of Owners by a written instrument executed by the Declarant for the purpose of eliminating or correcting any typographical or other inadvertent error herein; eliminating or resolving any ambiguity herein; making nominal changes; clarifying Declarant' original intent; making any change necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on a Lot. No such amendment, however, shall materially affect any Owner's interest in the Association or the Common Elements. Each Owner and his mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the



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provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by a Declarant to be necessary or proper to effectuate the provisions of this paragraph.

## ARTICLE XIV

### DURATION, AMENDMENT AND TERMINATION

**14.1. Duration.** This Declaration, and its provisions, shall be covenants running with the land and shall bind the property and shall (regardless of whether any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by Declarant, the Association and each Owner, Occupant and their legal representatives, heirs, devisees, successors and assigns and shall continue in full force and effect for twenty (20) years from the date on which this Declaration is recorded. Thereafter this Declaration shall be automatically renewed for successive ten-year periods unless amended or terminated as provided in this Article.

**14.2. Amendment.** Except as provided in Section 13.5, prior to the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument executed by Declarant, approved by the Owners of at least 75% of all Lots.

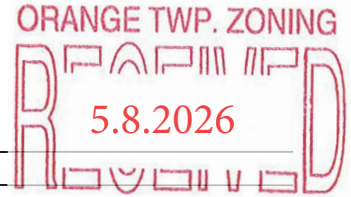
**14.2.1.** Except as provided in this Section 14.2, after the end of the Declarant Control Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument approved by the Owners of at least seventy-five (75%) percent of all Lots.

**14.2.2.** All Amendments shall be executed by the Declarant, and any Builder, if required, and shall be executed by the President and Secretary of the Association. Such Amendment shall certify that the proper notices were sent and that the requisite vote was obtained. Amendments need not be signed by the Owners.

**14.3. Amendments by Board.** The Board may amend the Declaration and any Supplemental Declaration in any manner necessary for any of the following:

**14.3.1.** To meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration, and similar institutions;

**14.3.2.** To meet the requirements of insurance underwriters;



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**14.3.3.** To bring the Declaration into compliance with the laws of the United States, the State of Ohio or any political subdivision thereof; or

**14.3.4.** To correct clerical or typographical errors or obvious factual errors in the Declaration, Supplemental or an exhibit to the Declaration.

**14.4. Termination.** This Declaration and the regime created thereby may be terminated only in accordance with this Section.

**14.4.1. Consent Required.** This Declaration may be terminated only upon the unanimous consent of the Owners, and if during the Declarant Control Period, by consent the Declarant.

**14.4.2. Agreement to Terminate.** No termination shall be effective unless an agreement to terminate is filed for record with the Delaware County Recorder. This agreement shall be executed in the same manner as an amendment. The agreement shall provide for disposition of the Common Elements, disposition of Association funds and other resolutions and provisions necessary to terminate the regime and wind up the affairs of the Association.

**ARTICLE XIV**

**MISCELLANEOUS**

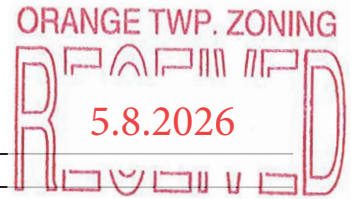
**15.1. No Reverter.** No covenant, condition, restriction or reservation of easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.

**15.2. Notices.** Any notice required or permitted to be given to an Owner or resident by the Board pursuant to the provisions of this Declaration shall be deemed given when mailed by United States mail, postage prepaid, addressed to such person's last address as it appears on the records of the Association.

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

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





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**EXHIBIT A**  
**Lots to be submitted**

*To be created following plat approval*

SAMPLE