

CITY OF POWELL
Ordinance 2017-14
Exhibit A

HARPERS POINTE

FINAL DEVELOPMENT PLAN

Beech Ridge Drive
Powell, Ohio
March 28, 2017



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**APPLICATION FOR DOWNTOWN RESIDENCE DISTRICT
DEVELOPMENT TEXT**

(1) Name, address, and phone number of applicant.

LS POWELL 2470 LLC (Len Pivar) 1020 Dennison Avenue, Columbus Ohio 43201 614-847-9110

(2) Name, address, and phone number of registered surveyor, registered engineer and/or urban planner assisting in the preparation of the preliminary development plan.

Land Planner/Landscape Architect

Todd Faris, Faris Planning & Design, LLC, 243 N. Fifth Street, Suite 401, Columbus, OH 43215; Phone 614-487-1964

Civil Engineer

Tom Warner, Advanced Civil Design, 422 Beecher Road, Gahanna, OH 43220; Phone 614-944-5088

(3) A list containing the names and mailing addresses of all owners of property contiguous to, directly across the street from and within 250 feet of the property in question.

See Exhibit A for adjacent property owners.

(4) Legal description of the property.

See Exhibit B-1 for Parcel Description, See Exhibit B-2 for Parcel Exhibit.

(5) A description of present use(s) on and of the land.

Property currently has one vacant single family residence, a vacant shooting range and gun shop, and a vacant commercial building

(6) Draft of a proposed Ordinance, prepared with the advice and counsel of the Director of Law, establishing this specific Development Plan as an additional effective zoning control over the land in question, consistent with the continuing authorities of the current Planned District zoning in these areas provided for elsewhere in this Zoning Ordinance.

Will be submitted by City of Powell.

(7) A vicinity map at a scale approved by the Zoning Inspector showing all property lines, existing streets and alleys, approved future streets and land uses on adjacent Planned District areas, transportation and land use elements of the Municipality's adopted Comprehensive Plan, current zoning classifications and boundaries, and current land uses on the site of the proposed Planned District development and in the surrounding areas to the physical extent deemed

necessary by the Zoning Inspector, but no less than 250 feet beyond the limits of the proposed Planned District Development Plan.

See Exhibit C-2 for Vicinity Map.

(8) A preliminary development plan at a scale approved by the Zoning Administrator illustrating:

See Exhibit C-1 for Final Development Plan.

A. The property line definition and dimensions of the perimeter of the site;

See Exhibit C-1 for Final Development Plan.

B. Right-of-ways and paving widths of all existing, currently platted, and previously approved Planned District streets and alleys adjacent to, on, or abutting the site;

See Exhibit C-1 for Final Development Plan

C. The area of the site and its subareas in acres;

Total site is 8.748 +/- acres. There are no subareas.

D. The topography of the site and abutting areas at no more than five (5) foot contour intervals;

See Exhibit C-1 for Final Development Plan.

E. Existing surface drainageways and surface sheet flow patterns;

See Exhibit C-1 for Final Development Plan.

F. Flood plain areas, ravine-bottom areas, and areas of ground slope in excess of six (6) percent;

None on site

G. Existing vegetation on the site with the specific tree spots for all trees six (6) inches in diameter or greater, measured twenty-four (24) inches from the ground;

See Exhibit D-2 for Tree Inventory, and Exhibit D-3 for Tree Removal Plan

H. Existing easements on the site with notations as to their type, extent, and nature;

See Exhibit C-1 for Final Development Plan. Exhibit C-1.1 denotes Final Development Plan if Public Road option is exercised.

I. The location and dimensions of existing utilities on and adjacent to the site, including the nearest sanitary sewer, with manhole invert elevations;

See Exhibit C-1 for Final Development Plan. Also see Utility Service Letters and Utility Plan attached as Exhibits E-1 through E-7.

J. Calculation of the maximum residential units permitted on the site under the terms of the Zoning Ordinance, including delineation of the subdistricts of the site upon which these calculations have been made;

The proposed residential density is maximum 5.49 du/ gross ac. See Exhibit C-1 for Final Development Plan.

K. A preliminary plan for the first, or next, phase of site development illustrating;

1. New street centerlines, right-of-ways, and street classification types;
See Exhibit C-1 for Final Development Plan.

2. Names of existing and proposed streets;
See Exhibit C-1 for Final Development Plan.

3. Generalized lot and block layouts, indicating and illustrating property lines, minimum lot areas, minimum building setbacks and yards, location and extent of major off-street parking areas, etc.;
See Exhibit C-1 for Final Development Plan.

4. Subareas of the site to be developed, by land use type, housing types, and housing densities, including subarea statistics;
There are no subareas identified.

5. All proposed structures shall be located showing square footage, tenant or user types, and expected entranceways and service or loading areas;
See Exhibit C-1 for Final Development Plan.

6. Common open areas, public lands, and natural scenic easements, including the area of each;

Open spaces are identified on the Final Development Plan. There are +/- 2.04 acres of common open areas and scenic easements areas shown. The open spaces shall be maintained by the Homes Association.

7. Proposed landscape treatment of the site;
See Exhibit D-1 for Site Landscape Plan, Exhibit D-4 for Detailed Landscape Planting Plans, and Exhibit D-5 for Landscape Details and Plant List.

8. Proposed utility patterns and provisions, including sanitary sewer, individual waste disposal systems, storm sewer, trash collection systems, outdoor lighting, and water supply, including relevant easements and engineering feasibility studies or other evidences of reasonableness;

See Utility Service Letters and Utility Plan attached as Exhibits E-1 through E-7. See Exhibit G for Light Fixtures. All engineering requirements, easements and utility provisions shall be approved by the City Engineer through the final engineering process.

9. Provisions for accommodating surface drainage runoff;

See Exhibit E-1 for Final Development Plan for location of storm water detention basins.

The developer shall provide a schedule for any pond or catch basin work which would impact the Olentangy Ridge pond. Said schedule and periodic updates shall be provided to Olentangy Ridge Residents whose property abuts the pond in the Olentangy Ridge neighborhood.

10. Proposed architectural design criteria;

The front elevations will be detailed with stone and/or brick accents. Siding materials shall be masonry (stone, brick, stucco, or fiber cement exterior siding) and/or wood. Facade colors shall not be of excessively high chroma or intensity. Major roof elements shall have a minimum 7:12 pitch. Roof materials shall be of a medium or dark color. Garage doors shall be paneled, and of one color and material (windows shall be allowed if consistent with architectural character and theme). See Exhibit F for conceptual architectural elevations and site features. Additional modifications to home elevations may be made as this is a custom building project, but the character and materiality of homes shall be consistent. Plans that are different than approved with this application will be submitted for review by City staff to ensure conformance prior to any building permits being issued.

11. Proposed pedestrian/jogging/bicycle pathways and equestrian paths, including locations, dimensions, landscape and construction, including relationships of such pathways to existing and proposed future pathways on surrounding property;

See Exhibit C-1 for Final Development Plan. This property connects to sidewalks located on Beech Ridge Drive, and the sidewalks will be extended into the property past the entry feature/gates as shown on the development plan. In the case that the public Roadway is extended across the southern frontage, these sidewalks will link to sidewalks on the new public street.

12. Overall site development statistics comparing this plan for development with requirements of this Zoning Ordinance and with the comprehensive plan and indicating that all requirements of this Zoning Ordinance and the comprehensive plan have been met in this preliminary plan and will be met in final development.

The plan incorporates the direction given to the applicant by the planning and zoning director, as well as comments and suggestions by the Planning and Zoning Commission.

The site is currently zoned Downtown Residence District and conforms to the comprehensive plan.

Single Family dwellings are an approved use in the Downtown Residence District.

Minimum lot size requirements do not pertain as this is a homes association and not typical fee simple single family homes.

The proposed residential density is maximum 5.49 du/ gross ac, the code allows for projects with density of up to 7 du/ac

Principal building setbacks from private interior streets are 10', projections into the setbacks are limited to 5' and pertain to stoops, porches, bay/bow windows, and chimneys.

Setbacks from public streets are 20' min. to 25' maximum per code. In the C-1 plan, the setback is 30' min. from Beecher Road ROW to maintain setback against adjacent single family. In plan C-1.1, this setback is 40'-60' from the potential east west public road to allow for entry gates and separation from the new public connection road between Beech Ridge Drive and Grace Avenue.

The minimum building setback for principal structures from project perimeter is 25' long the western boundary, versus 30' as required by code. 30' minimum will be adhered to along the eastern and northern site boundaries adjacent existing single family homes. Projections into the setbacks are limited to 15' and pertain to patios, porches, bay/bow windows, and chimneys.

The maximum overall lot coverage is 50% per code. As this is a homes association with common open space, the lot coverage is calculated over the entire 8.748 acres

The minimum building separation between structures shall be 10' as required by code. (5' side yards). Roof overhangs may encroach into this setback but must meet Residential Building Code fire ratings and construction requirements in those instances.

Common Open space and scenic easements shall be designated and arranged as shown on the Final Development Plan attached as Exhibit C-1, or C-1.1 if public Roadway is extended.

The minimum floor area required for residential units is 1,500 square feet for ranches, exclusive of unfinished basements and garages. The minimum floor area of 1-½ and 2 story homes shall be 2000 square feet, exclusive of unfinished basements or garages.

This project will be developed in phases, which shall be smaller than 5 acres per phase which is required by code.

L. Projected development schedule by subareas of the entire planned development site, and for the first, or next phase of development, including land uses, public areas, natural and scenic reserves, streets, building, utilities, and other facilities, indicating the relationship of the proposed

development to existing and probable uses of surrounding areas during the development timetable.

The First Phase shall consist of 17 units (16 units if public road option is exercised) and associated roadways and utilities, which will be completed in 12 to 18 months. The Second Phase shall include 12 units, which will be completed in 12 to 18 months. Phase 3 shall include 19 units and be completed in 12 to 18 months. Separate Phases of construction may occur simultaneously. See Exhibit C-1 for phasing plan.

The site is bordered on the east and north by existing single family homes, to the west by offices and other facilities located off Grace Drive, and to the southwest and south by existing commercial uses and undeveloped commercial outlots.

M. An overall traffic scheme, illustrating points of access, parking areas, including the number of parking spaces and indicating visitor, employee and service traffic flow, illustrating calculated peak hour traffic use for residents and employees as well as deliveries and other transport and the effect of this traffic on the community traffic ways.

See Exhibit C-1 for traffic and parking for this site. See Exhibit E-7 for Traffic Study

N. If to be developed in phases, the entire site development shall be described in outline and diagrammatic plan form, and in a complementing detailed text in a manner calculated to assure City officials that Planned Development requirements and other requirements of this Zoning Ordinance shall be met in the detailed development of the phases to follow, and that the entire Planned Development area will meet all of the requirements of this Zoning Ordinance, such diagrams and descriptive texts being accepted with, and becoming a part of the extended zoning plan for the entire site.

The First Phase shall consist of 17 units (16 units if public road option is exercised) and associated roadways and utilities, which will be completed in 12 to 18 months. The Second Phase shall include 12 units, which will be completed in 12 to 18 months. Phase 3 shall include 19 units and be completed in 12 to 18 months. Separate Phases of construction may occur simultaneously. See Exhibit C-1 for phasing plan.

(9) Evidences of the ability of the applicant to carry forth its plan by control of the land and the engineering feasibility of the plan, and that the applicant has sufficient control over the land and financing to initiate the proposed development plan phase within two (2) years.

The Applicant owns the subject land. The applicant is an established custom home builder.

(10) Evidence of the applicant's ability to post a bond if the plan is approved assuring completion of public service facilities to be constructed within the project area by the developer.

The Applicant shall provide evidence that it has the ability to post a bond for the City of Powell Council prior to Final Development Plan approval.

(11) Verification by the owner of the property that all the information in the application is true and correct to the best of his knowledge.

The applicant has reviewed the included information in the Final Development Plan submittal and believes it to be true and correct to the best of the applicant's knowledge.

(12) A statement of the character and nature of the development including the cost range or rent levels for housing in residential development and the general types of business or industrial and commercial developments.

The development will be a Homes Association. Each home owner owns a lot. Open space and roadways are in separate lots, and are owned by the Homes Association. Individual homes- single family detached, shall be constructed. There will be 48 home sites available (47 if public roadway is constructed along the southern boundary). The floor plans and elevations of the units are shown, and many custom options will be available to the buyer, but will be a mixture of ranch, 1 ½ story and 2 story homes. Square footage of the units is anticipated to be from 1,500 sf. (ranches only) up to 3,000 sf, exclusive of unfinished basements or garages. Building materials shall be all natural, and will offer several floor plans and elevations. The front elevations will be detailed with stone and/or brick accents. Additional modifications to homes elevations may be made as this is a custom building project, but the character and materiality of homes shall be consistent. Plans that are different than approved with this application will be submitted for review by City staff to ensure conformance prior to any building permits being issued.

Anticipated cost range will be \$450,000-\$750,000

Special attention shall be focused on site details involving the streetscape, utilizing landscape, street/yard lights, special pavement types at driveways and walks to units, as well as the overall streetscape character.

A central pond will be constructed to provide an interior amenity for the homes, and small greens and islands of open space with the development will be available for community use.

Rears of unit's adjacent existing single family and commercial will be well screened to provide privacy for both buyers and adjacent property owners. Existing vegetation on the periphery of the site will be preserved to the best extent possible to give the property maturity from the first day of development.

(13) A statement of the general impact the development will have on the infrastructure, municipality and schools including projected demographics, a traffic impact study and a fiscal impact analysis may be required by the Planning and Zoning Commission.

In light of the surrounding single family development and commercial properties the subject proposal is very compatible with existing area uses and provides a natural transition from traditional single family lots to commercial uses.

(14) A fee as established by ordinance.

The fee has been submitted with this application.

Exhibit "A" - Surrounding Property Owners

BAKER E & TAMARA L
TRUSTEES
198 PADDOCK CIR
POWELL OH 43065

WM CHRIS PETERS SUSAN R
201 PADDOCK CIR
POWELL OH 43065

MOTIKA A
196 MULADORE DR
POWELL OH 43065

HILL G & JANE M
199 PADDOCK CIR
POWELL OH 43065

RUSSELL VIRES JUDITH A
200 PADDOCK CIR
POWELL OH 43065

A WOOD ANDREA TRUST
166 BEECH RIDGE DR
POWELL OH 43065

KACZKOWSKI ALYSON
154 BEECH RIDGE DR
POWELL OH 43065

VICTOR ROVDER DIANE M
142 BEECH RIDGE DR
POWELL OH 43065

LINA BOZZELLI
130 BEECH RIDGE DR
POWELL OH 43065

MOCKLER E & JANE M
118 BEECH RIDGE DR
POWELL OH 43065

SHIRLEY TRUSTEE DEWIRE
228 GLEN VILLAGE CT
POWELL OH 43065

MCCOY P & STAMPER
WALLACE L
225 GLEN VILLAGE CT
POWELL OH 43065

JOHN SHERBA MARYANN
TRUSTEES
70 BEECH RIDGE DR
POWELL OH 43065

WEST T & ALLISON
54 BEECH RIDGE DR
POWELL OH 43065

LIU
52 BEECH RIDGE DR
POWELL OH 43065

SLAGLE C & CHRISTINE M
20 BEECH RIDGE DR
POWELL OH 43065

KURT STANLEY SUSAN L
217 MULADORE DR
POWELL OH 43065

DOUGLAS RUTZKY LAURA L
211 MULADORE DR
POWELL OH 43065

SMITH A & ELIZABETH M
201 MULADORE DR
POWELL OH 43065

TOLLEY L
193 MULADORE DR
POWELL OH 43065

VARGO J & BURTON LISA R
187 MULADORE DR
POWELL OH 43065

AMY NELSON
183 MULADORE DR
POWELL OH 43065

PICKERING LEE
179 MULADORE DR
POWELL OH 43065

GORDON M & KATHERINE A
175 MULADORE DR
POWELL OH 43065

HERBST FREDERICK &
CLEARY ERIN CATHLEEN
171 MULADORE DR
POWELL OH 43065

FELDNER
165 MULADORE DR
POWELL OH 43065

CRAIG B & CHRISTA D
161 BEECH RIDGE DR
POWELL OH 43065

EXHIBIT A

DALBY D
151 BEECH RIDGE DR
POWELL OH 43065

VEIT D & ALYSON M
139 BEECH RIDGE DR
POWELL OH 43065

GIOFFRE
127 BEECH RIDGE DR
POWELL OH 43065

JAMIESON D & JAMIESON
LEIGHA A SENTER
117 BEECH RIDGE DR
POWELL OH 43065

ELIZABETH BIRCH
DUCKWORTH SCOTT J
109 BEECH RIDGE DR
POWELL OH 43065

FREED K
97 BEECH RIDGE DR
POWELL OH 43065

COLE T
89 BEECH RIDGE DR
POWELL OH 43065

CALLAHAN J & MELISA
73 BEECH RIDGE DR
POWELL OH 43065

ALFRED FABER GAIL
55 BEECH RIDGE DR
POWELL OH 43065

LS 2470
2470 POWELL RD
POWELL OH 43065

NORTH CENTRAL OHIO
DISTRICT CHURCH OF THE
NAZARENE
OLENTANGY ST
POWELL OH 43065

NORTH CENTRAL OHIO
DISTRICT CHURCH OF THE
NAZARENE
120 OLENTANGY ST
POWELL OH 43065

VILLAGE OF POWELL OHIO
OLENTANGY ST
POWELL OH 43065

OREILLY BROTHERS LTD
110 GRACE DR
POWELL OH 43065

90 DRIVE
GRACE DR
POWELL OH 43065

90 DRIVE
GRACE DR
POWELL OH 43065

90 DRIVE
90 GRACE DR
POWELL OH 43065

LVA LLC
80 GRACE DR
POWELL OH 43065

YAGER J GAIL A
70 GRACE DR
POWELL OH 43065

PROSPECT HOLDING CO LLC
60 GRACE DR
POWELL OH 43065

EXHIBIT A

Exhibit “B-1 & B-2” – Parcel Description and Parcel Exhibit

**Parcel Description ~ 8.75± Acres
West of Beech Ridge Drive
North of Powell Road**

Situated in the State of Ohio, County of Delaware, City of Powell, Range 19, Township 3, Section 4, United States Military District, being 8.75± acres, said 8.75± acres being all of Parcel I (3.75 Ac. by deed) and Parcel II (5.00 Ac. by deed) as described in the deed to LS POWELL 2470 LLC in Official Record 1431, page 1533 and described as follows:

Beginning at the northwest corner of said 8.75± acre tract, in the east line of Huffman Subdivision No. 3 and at the southwest corner of Olentangy Ridge, Section 7;

Thence **S 87° 32' 25" E**, along the north perimeter of said 8.75± acre tract, being the south line of Olentangy Ridge, Section 7 and the south line of Olentangy Ridge, Section 6, **528.08± feet**;

Thence along the east perimeter of said 8.75± acre tract, being the west line of Olentangy Ridge, Section 6 and the west line of Olentangy Ridge, Section 2, the following two (2) courses;

S 03° 02' 34" W, 835.06± feet;

S 08° 08' 52" E, 250.00± feet;

Thence along the southern perimeter of said 8.75± acre tract, being the north line of Parcel 2 and north and east lines of Exhibit "A" in the deed to North Central Ohio District Church of the Nazarine, the following three (3) courses;

N 86° 58' 39" W, 228.17± feet;

N 03° 01' 45" E, 557.14± feet;

N 87° 32' 25" W, 346.01± feet to the east line of Huffman Subdivision No. 3;

Thence **N 02° 47' 49" E** along the west perimeter of said 8.75± acre tract, being the east line of Huffman Subdivision No. 3, **521.44± feet** to the ***Point of Beginning***. Containing 8.75± acres, more or less.

The above description was prepared by Advanced Civil Design, Inc. on January 19, 2015 and is based on existing records.

This description is based on information obtained from Delaware County GIS. A drawing of the above description is attached hereto and made part thereof.

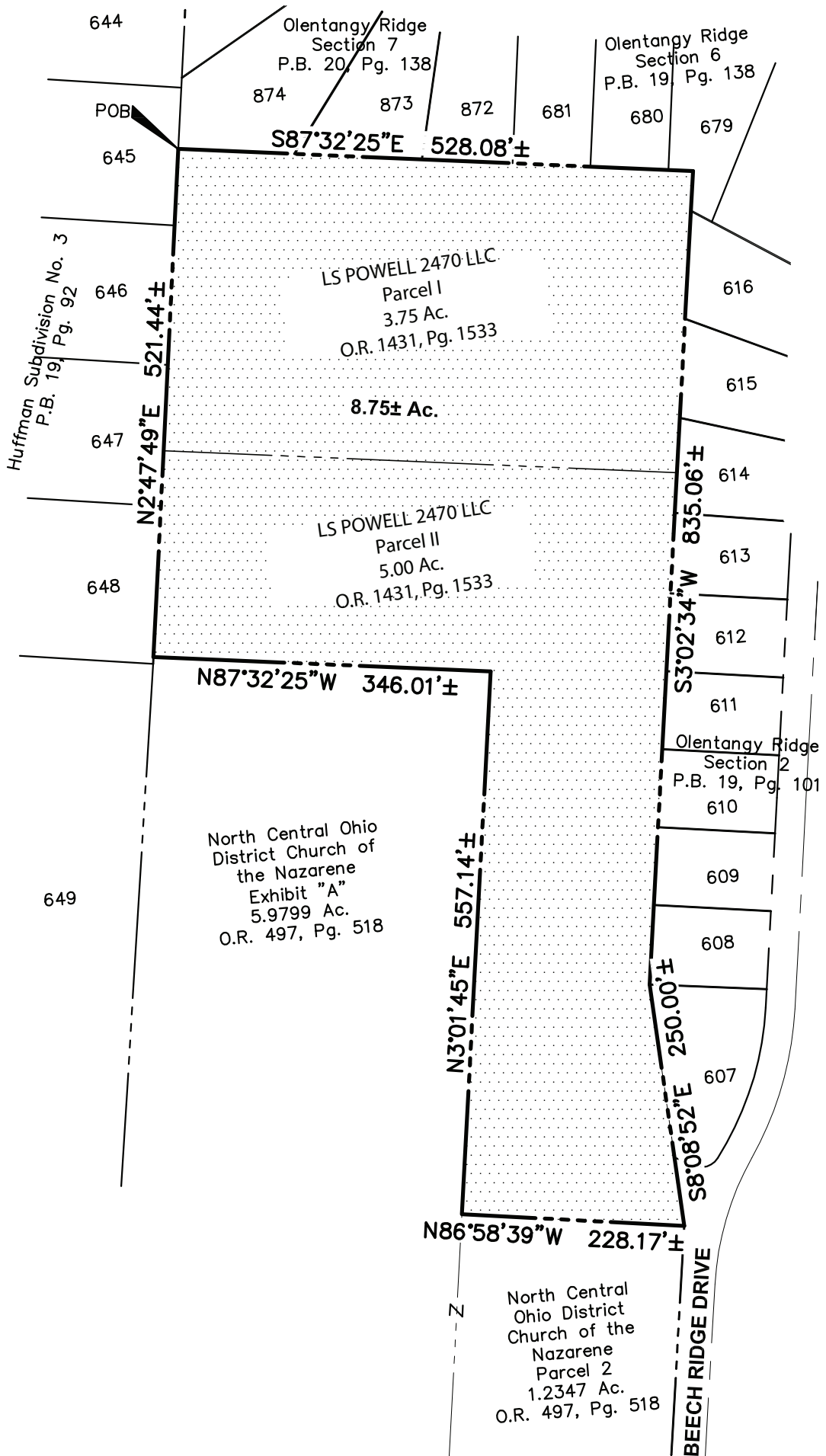
All references used in this description can be found at the Recorder's Office, Delaware County, Ohio.

This description is not to be used for the transfer of land.

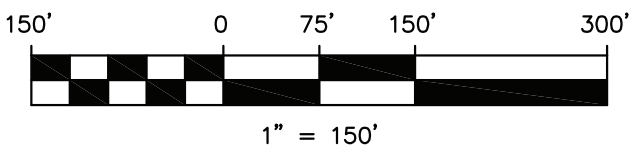
ADVANCED CIVIL DESIGN, INC.

Parcel Exhibit

City of Powell, Delaware County, Ohio
Section 4, Township 3, Range 19, U.S.M.D.



This drawing is based on existing Delaware County records.



DRAWN BY: BCK	JOB NO.: 13-0001-591
DATE: 1/19/2015	CHECKED BY: DRB

ADVANCED
CIVIL DESIGN
ENGINEERS SURVEYORS

EXHIBIT B-2

422 Beecher Road
Gahanna, Ohio 43230
ph 614.428.7750
fax 614.428.7755

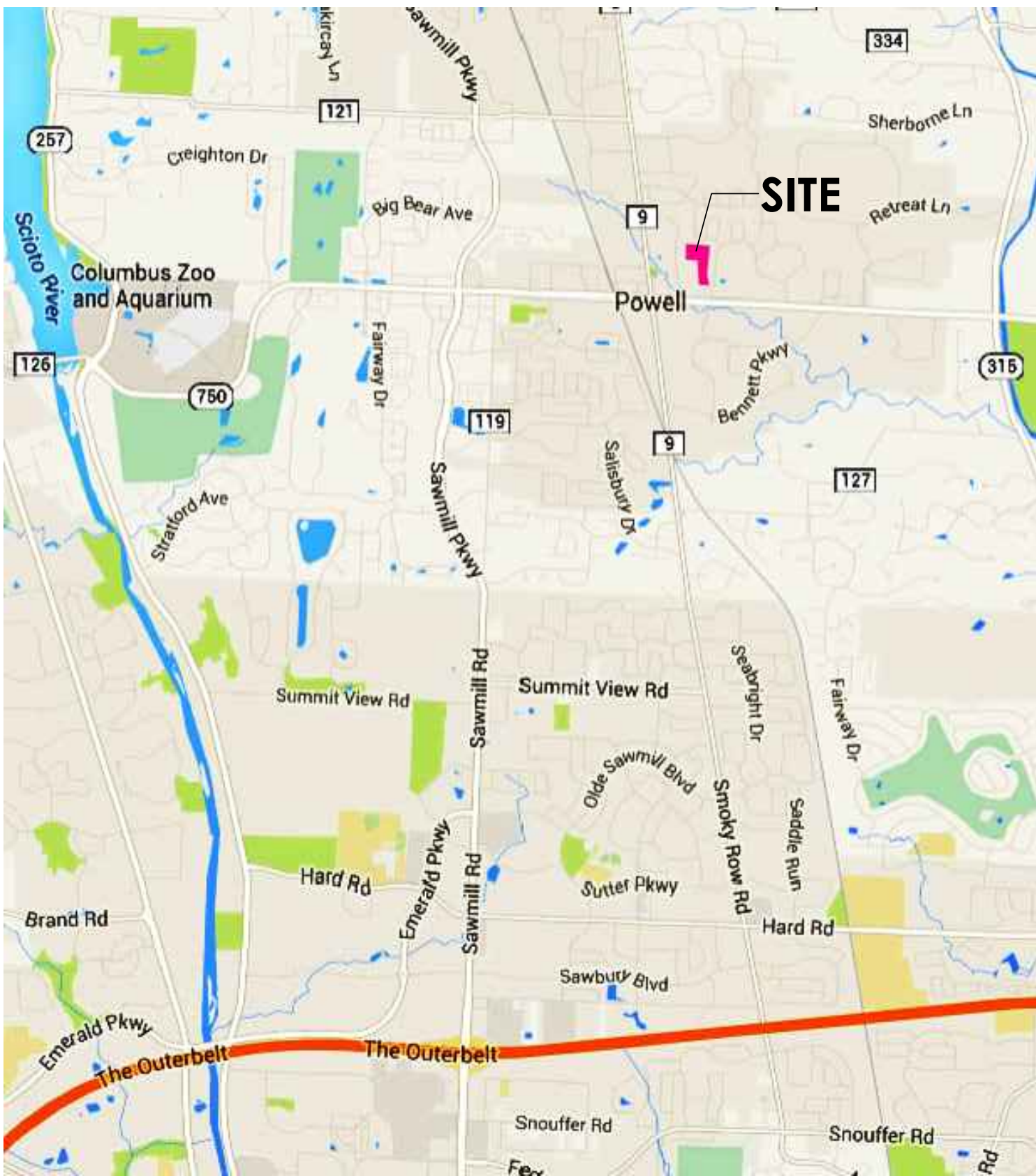
Exhibit “C-1, C-1.1, & C-2” - Final Development, Phasing, and Vicinity Map

SITE DATA

TOTAL ACRES	+/- 8.75 ACRES
TOTAL UNITS	48
DENSITY	+/- 5.49 D.U./AC.
TREE PRESERVE / SCENIC / OPEN SPACES	2.04 ACRES (23.3%)

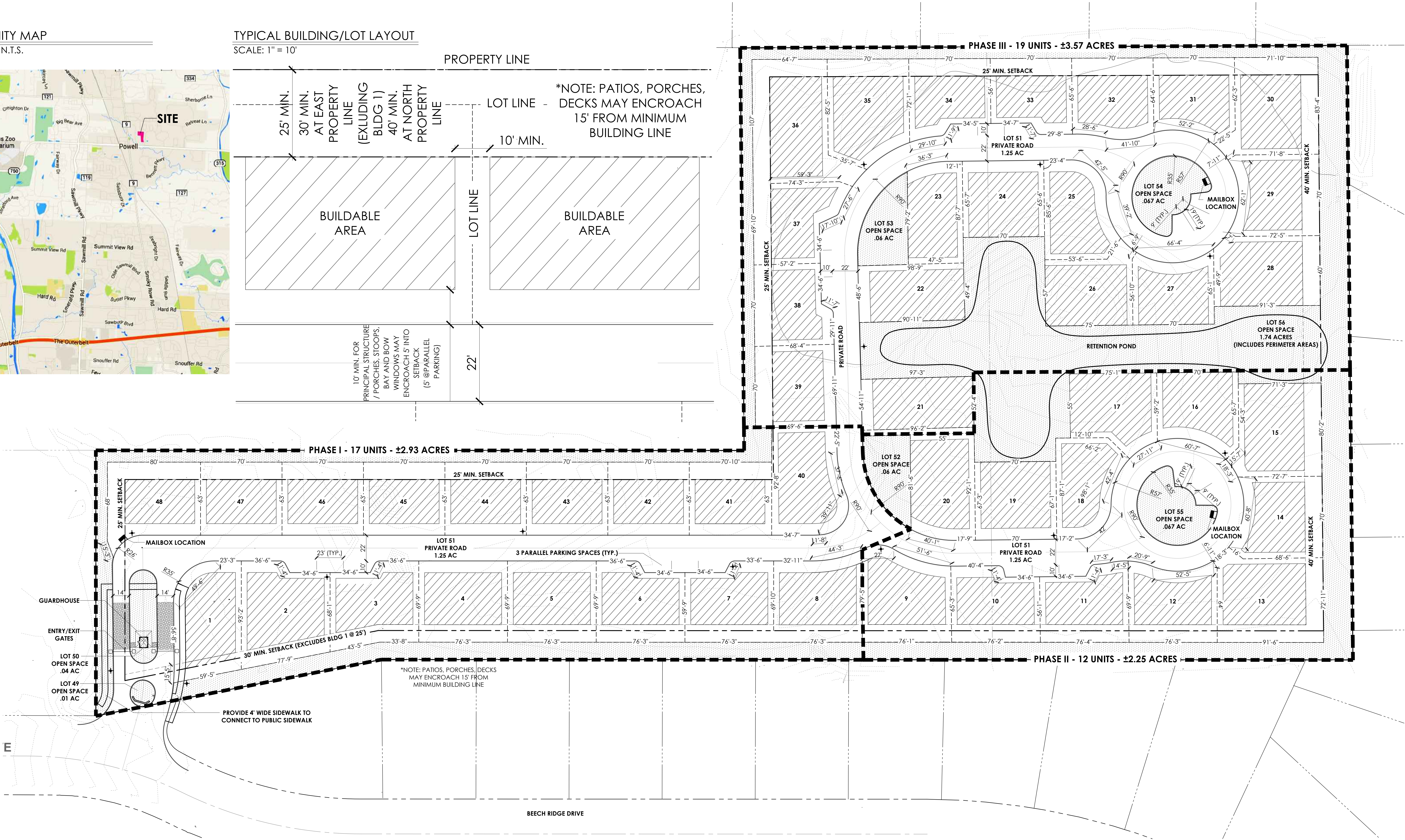
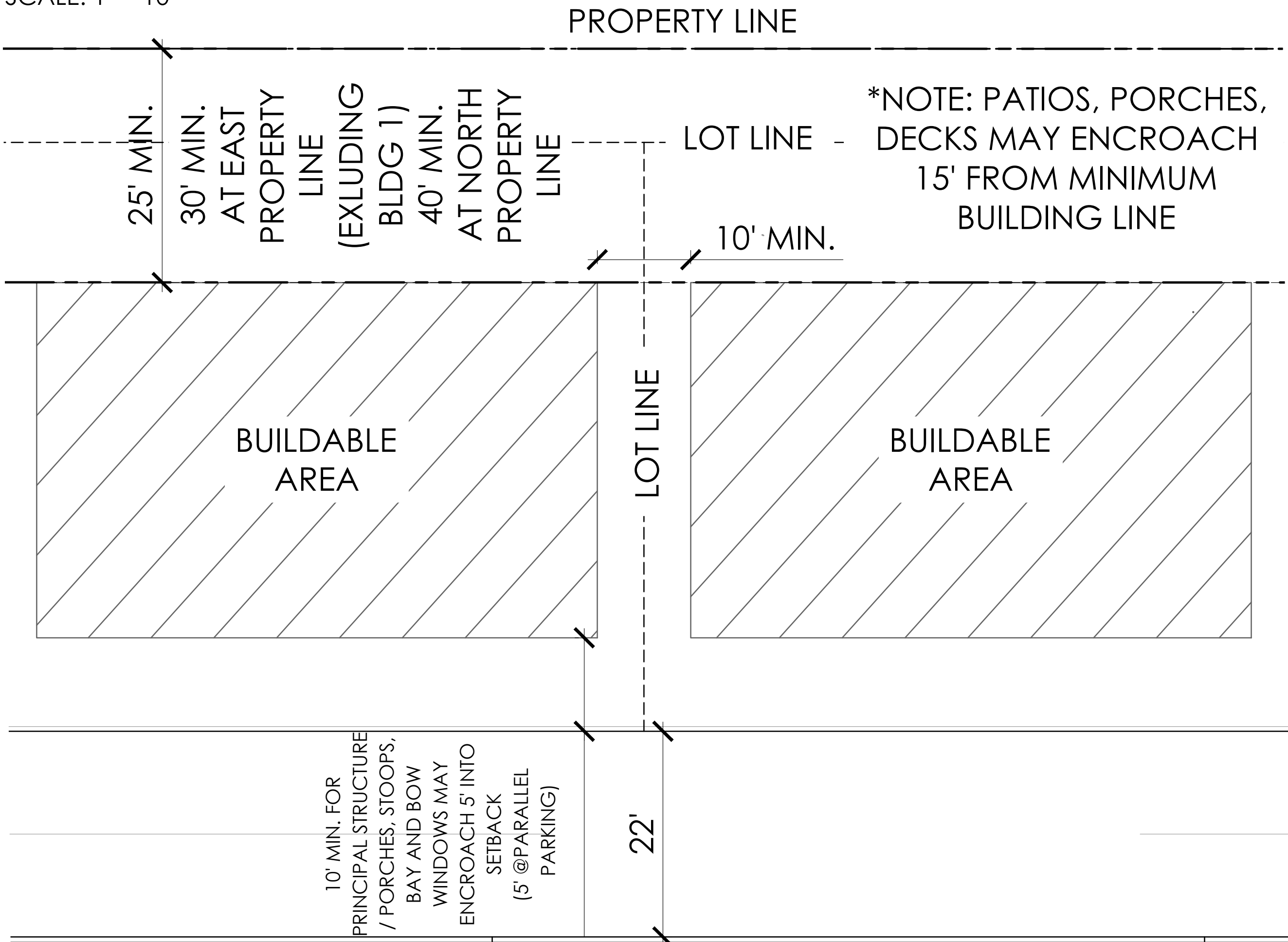
VICINITY MAP

SCALE: N.T.S.



TYPICAL BUILDING/LOT LAYOUT

SCALE: 1" = 10'

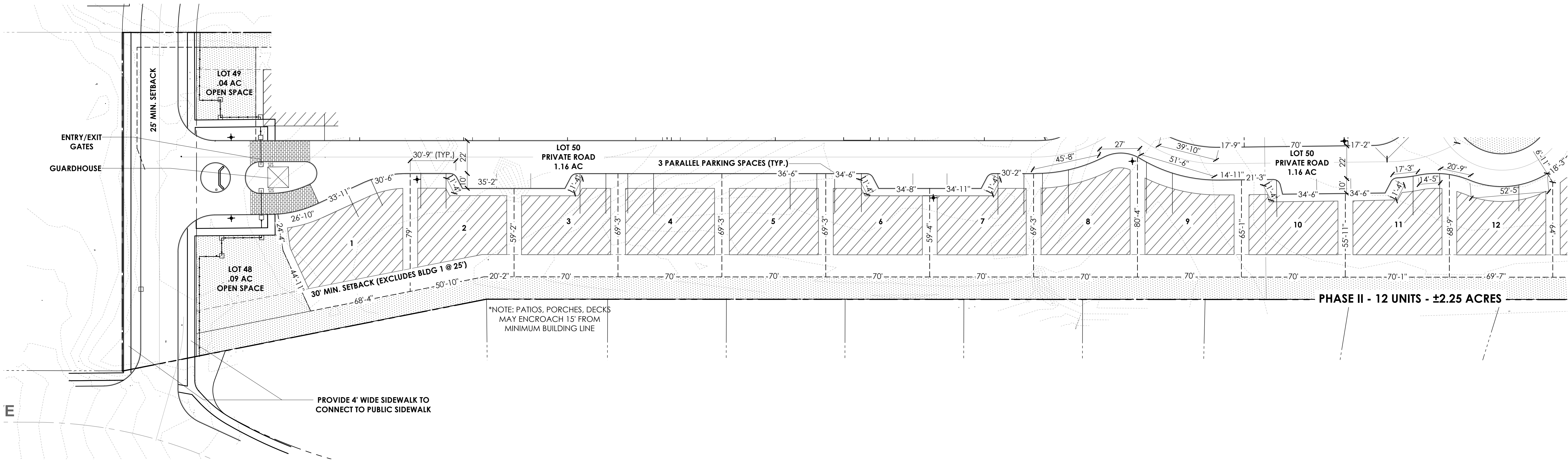


FINAL DEVELOPMENT AND PHASING PLAN

EXHIBIT C-1

SITE DATA

TOTAL ACRES	+/- 8.75 ACRES
TOTAL UNITS	47
DENSITY	+/- 5.37 D.U./AC.
TREE PRESERVE / SCENIC / OPEN SPACES	2.05 ACRES (23.4%)



FINAL DEVELOPMENT AND PHASING PLAN - PUBLIC R.O.W.

HARPER'S POINTE

PREPARED FOR ARLINGTON HOMES
DATE: 3.28.2017

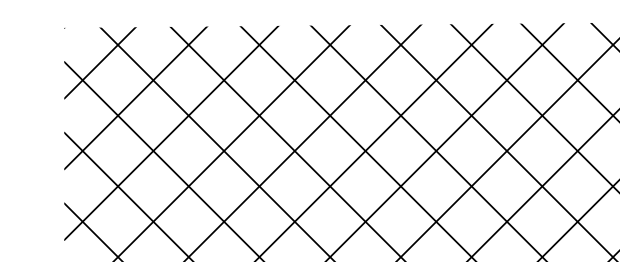
EXHIBIT C-1.1

Faris Planning & Design

LAND PLANNING LANDSCAPE ARCHITECTURE
243 N. 5th Street Suite 401 Columbus, OH 43215
p (614) 487-1964 www.farisplanninganddesign.com



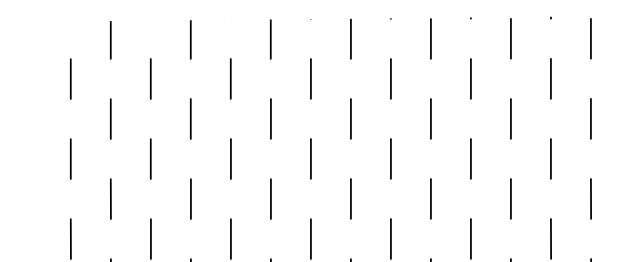
ZONING HATCH KEY



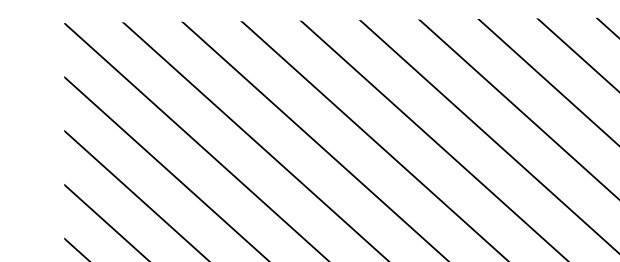
PLANNED COMMERCIAL DISTRICT



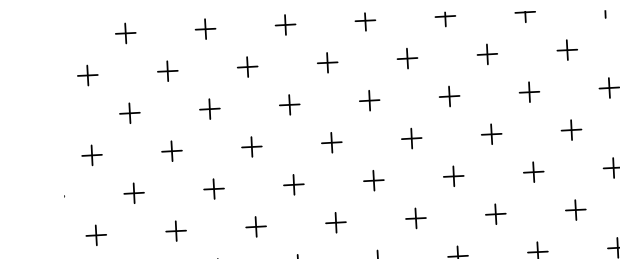
RESIDENCE DISTRICT



DOWNTOWN BUSINESS DISTRICT



PLANNED RESIDENCE DISTRICT



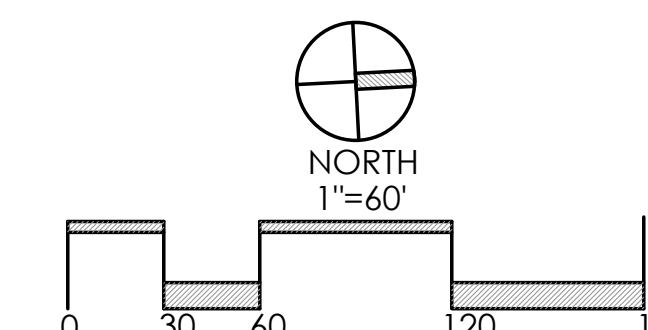
DOWNTOWN RESIDENCE DISTRICT

VICINITY MAP

HARPER'S POINTE

PREPARED FOR ARLINGTON HOMES
DATE: 3.28.2017

EXHIBIT C-2



Faris Planning & Design

LAND PLANNING • LANDSCAPE ARCHITECTURE
243 N. 5th Street Suite 401 Columbus, OH 43215
p (614) 467-1964 www.farisplanninganddesign.com



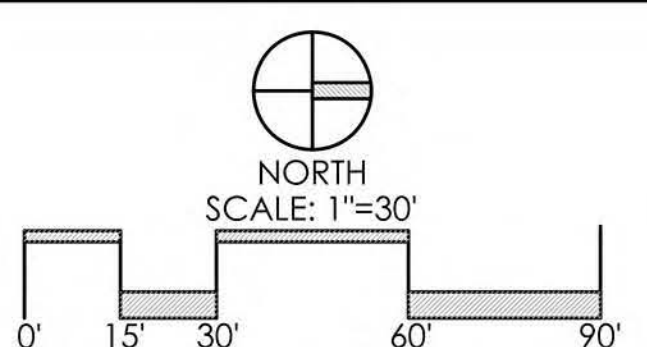
ILLUSTRATIVE PLAN

HARPER'S POINTE

PREPARED FOR ARLINGTON HOMES

DATE: 3.28.2017

SITE DATA	
TOTAL ACRES	+/- 8.75 ACRES
TOTAL UNITS	48
DENSITY	+/- 5.49 D.U./AC.
TREE PRESERVE / SCENIC / OPEN SPACES	2.04 ACRES (23.3%)



Faris Planning & Design

LAND PLANNING LANDSCAPE ARCHITECTURE

855 Grandview Avenue Suite 230 Columbus, OH 43215
p (614) 487-1964 f (614) 487-1975



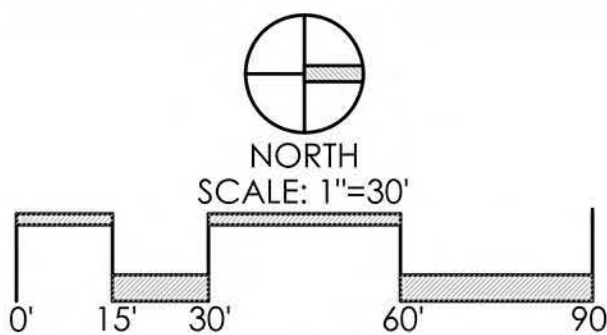
ILLUSTRATIVE PLAN - PUBLIC R.O.W.

HARPER'S POINTE

PREPARED FOR ARLINGTON HOMES
DATE: 3.28.2017

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DENSITY	+/- 5.37 D.U./AC.
TREE PRESERVE / SCENIC / OPEN SPACES	2.05 ACRES (23.4%)



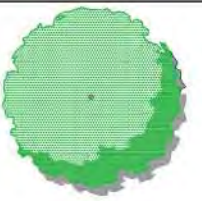
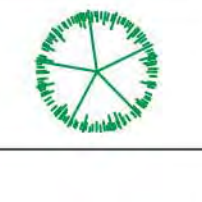






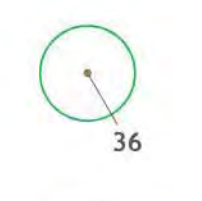


Faris Planning & Design

LAND PLANNING
855 Grandview Avenue
p (614) 487-1964

LANDSCAPE ARCHITECTURE
Suite 230
Columbus, OH 43215
f (614) 487-1975

Exhibit “D-1 through D-5” – Tree Survey and Landscape Plans

Landscape Plant Key

Symbol	Quantity	Description	Symbol	Quantity	Description
	10	ZS - Village Green Zelkova (Entryway Tree)		89	PA - Norway Spruce
	33	AR - Armstrong Red Maple (Street Tree A)		32	PG - White Spruce
	64	QI - Shingle Oak (Street Tree B)		35	PP - Colorado Blue Spruce
	12	TD - Bald Cypress (Pondside)		242	TO - Arborvitae Screen
		Existing Trees to Remain			
		(Overlay over Proposed Tree Graphics) To Offset Trees Removed during construction		67	Acer rubrum- Red Maple- 22 total IN - Quercus rubra- Red Oak- 23 total Tilia cordata- Littleleaf Linden- 22 total

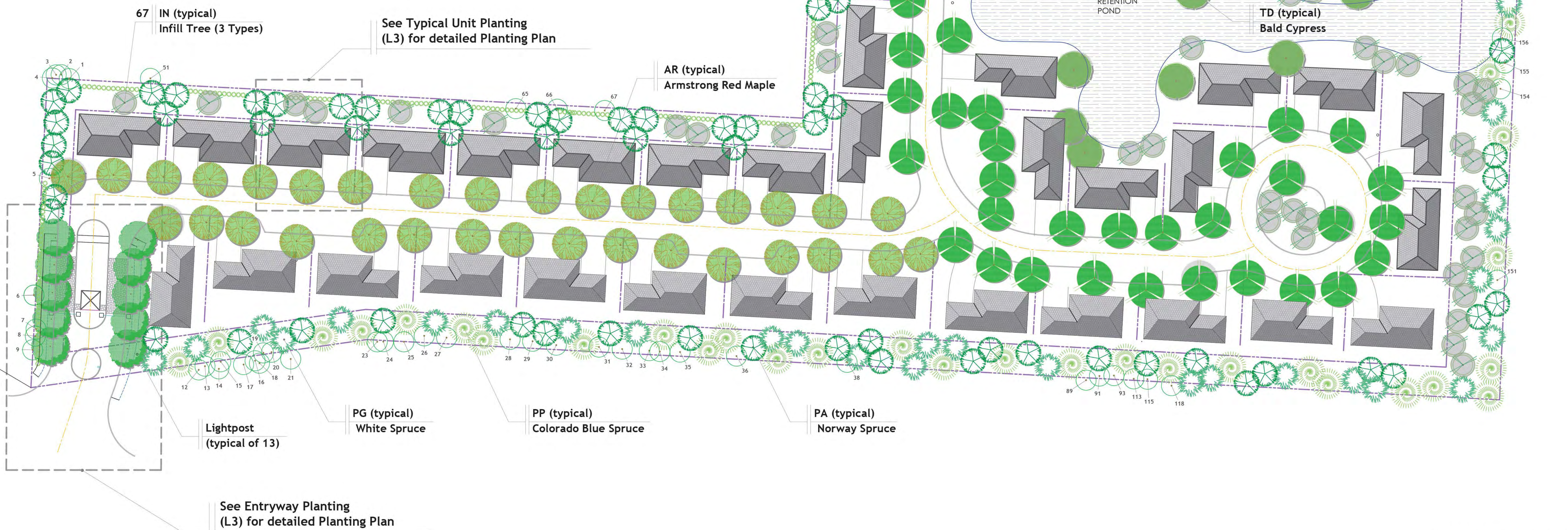


EXHIBIT D-1

ENVIRONMENTAL MANAGEMENT INC.
P.O. BOX 175
MURKIN, OHIO 43017-0175
(614) 876-9988



Harper's Pointe Site Landscape Plan



landscape industry
certified
technician

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Date:

2015 01 22 1414

Scale:

1"=30' on 30"x42

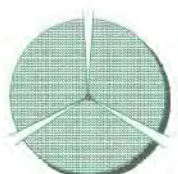










Drawn By:

EMN

Drawing Number:

L1

Plant Key

	Street Tree A - qty 43		Existing Trees to Remain
	AR - Armstrong Red Maple		TO - Emerald Green Arborvitae
	Street Tree B - qty 63		Entry Tree - qty 6
	QJ - Shingle Oak		PC - Cleveland Select Pear
	Pondside Tree - qty 12		Screen Evergreen - qty 35
	TD - Bald Cypress		PP - Colorado Blue Spruce
	Infill Tree (2.5" caliper) - qty 87		Screen Evergreen - qty 32
	Acer rubrum- Red Maple Tilia cordata- Littleleaf Linden Quercus rubra- Red Oak		PG - White Spruce
	Infill Tree (4" caliper) - qty 30		Screen Evergreen - qty 77
	Acer rubrum- Red Maple Tilia cordata- Littleleaf Linden Quercus rubra- Red Oak		PA - Norway Spruce



Proposed Future Tree, to offset trees removed during construction
(Per City of Powell Standards)

EXHIBIT D-1.1



Harper's Pointe
Site Planting Plan

Date: 2015 04 01 0838

Scale: 1"=30' on 30x42

Drawn By: EMN

Drawing Number: L1

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NORTH

BBB ACCREDITED BUSINESS

OHIO NURSERY & LANDSCAPE ASSOCIATION

landscape industry certified technician

EXISTING TREES			
ARLINGTON HOMES - TROWBRIDGE			
TREE NUMBER	SIZE	SPECIES	CONDITION
1	18	Walnut	Good
2	8	Walnut	Good
3	13	Walnut	Good
4	14	Walnut	Good
5	26	Walnut	Good
6	10	Pine	Poor
7	18	Honey Locust	Fair
8	14	Honey Locust	Fair
9	14	Honey Locust	Fair
10	12	Spruce	Fair
11	18	Sycamore	Good
12	10	Maple	Good
13	9	Pine	Fair
14	6	Walnut	Fair
15	8	Spruce	Fair
16	9	Pine	Fair
17	10	Pine	Fair
18	7	Walnut	Fair
19	6	Spruce	Fair
20	7	Spruce	Fair
21	12	Pine	Fair
22	16	Pine	Fair
23	13	Spruce	Fair
24	13	Spruce	Fair
25	16	Spruce	Fair
26	10	Pine	Poor
27	8	Pine	Fair
28	14	Pine	Good
29	13	Pine	Good
30	14	Pine	Fair
31	12	Pine	Fair
32	12	Pine	Fair
33	16	Pine	Fair
34	12	Pine	Poor
35	17	Pine	Fair
36	17	Pine	Fair
37	8	Pine	Fair
38	10	Pine	Fair
39	14	Osage Orange	Poor
40	12	Osage Orange	Poor
41	11	Osage Orange	Poor
42	9	Pine	Fair
43	11	Catalpa	Fair
44	10	Pine	Poor
45	9	Pine	Fair
46	10	Walnut	Fair
47	8	Walnut	Fair
48	10	Osage Orange	Fair
49	8	Walnut	Fair
50	8	Osage Orange	Fair
51	8	Boxelder	Fair
52	35	Oak	Good
53	8	Maple	Fair
54	7	Osage Orange	Fair
55	7	Walnut	Fair
56	7	Elm	Fair
57	9	Honey Locust	Fair
58	7	Honey Locust	Fair
59	8	Honey Locust	Fair
60	8	Walnut	Fair
61	12	Walnut	Fair

Tree Inventory

EXISTING TREES				
HARPER'S POINTE				
TREE NUMBER	SIZE	SPECIES	CONDITION	STATUS
1	8	Walnut	Good	
2	8	Walnut	Good	
3	14	Walnut	Good	
4	14	Walnut	Good	
5	19	Honey Locust	Good	
6	14	Honey Locust	Good	
7	14	Honey Locust	Good	
8	14	Honey Locust	Good	
9	10	Honey Locust	Good	
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336	10	Honey Locust	Good	

Tree Replacement Data

Total Site Acreage	8.75 Acres (381,150 sq. ft.)
Development Extents	4.37 Acres (190,357sq. ft.)
Site Tree Requirement	½" of caliper per 150 sq. ft. of area- total caliper required 1270.50 caliper inches
Existing Trees to remain	1,021 caliper inches
Proposed Trees	249 caliper inches
(Does not include street trees, screening or unit landscaping)	



EXHIBIT D-3

ENVIRONMENTAL MANAGEMENT INC.
P.O. BOX 175
OURLIN, OHIO 43017-0175
(614) 876-9988



Harper's Pointe Tree Removal Plan

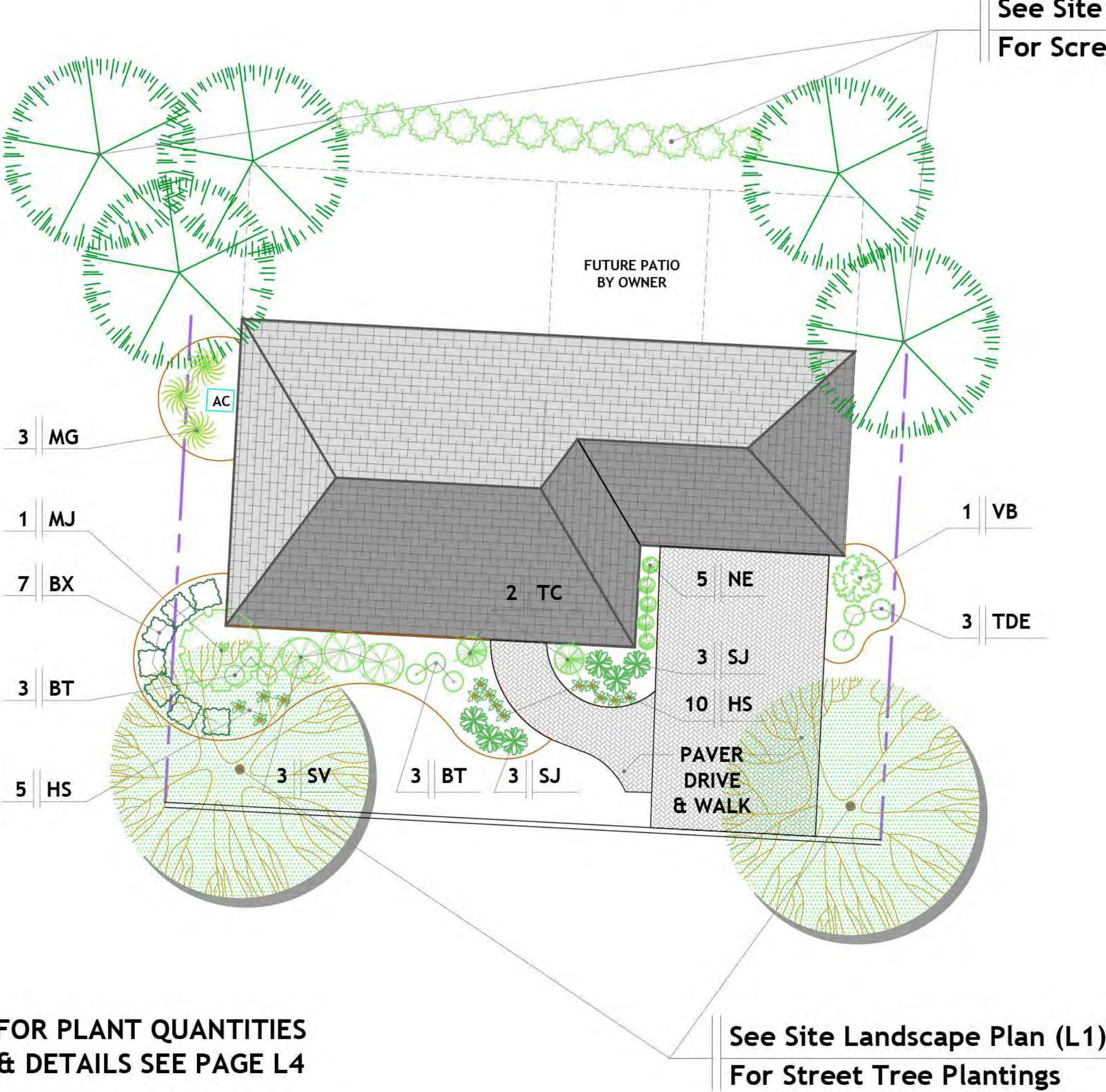


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Drawn By:	EMN
Drawing Number:	L2

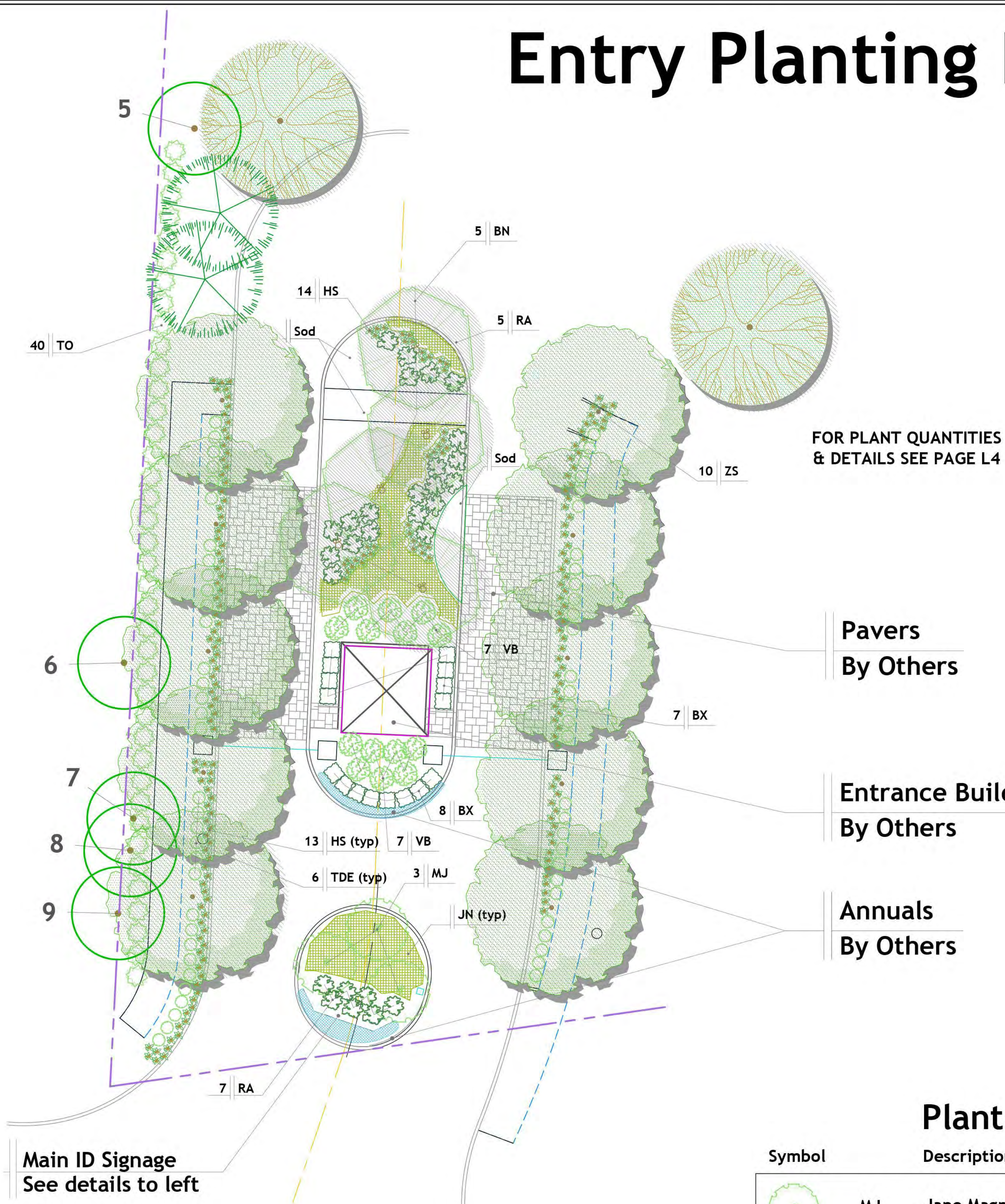


Typical Unit Landscape



Plant Key		
Symbol	Description	
	MJ	Jane Magnolia
	BT	Crimson Pigmy Barberry
	BX	Green Gem Boxwood
	SJ	Little Princess Spirea
	SV	Dwarf Korean Lilac
	TC	Pyramidal Yew
	TDE	Dense Yew
	VB	Fragrant Viburnum
	HS	Happy Returns Daylily
	MG	Maiden Grass
	NE	Walker's Glow Nepeta

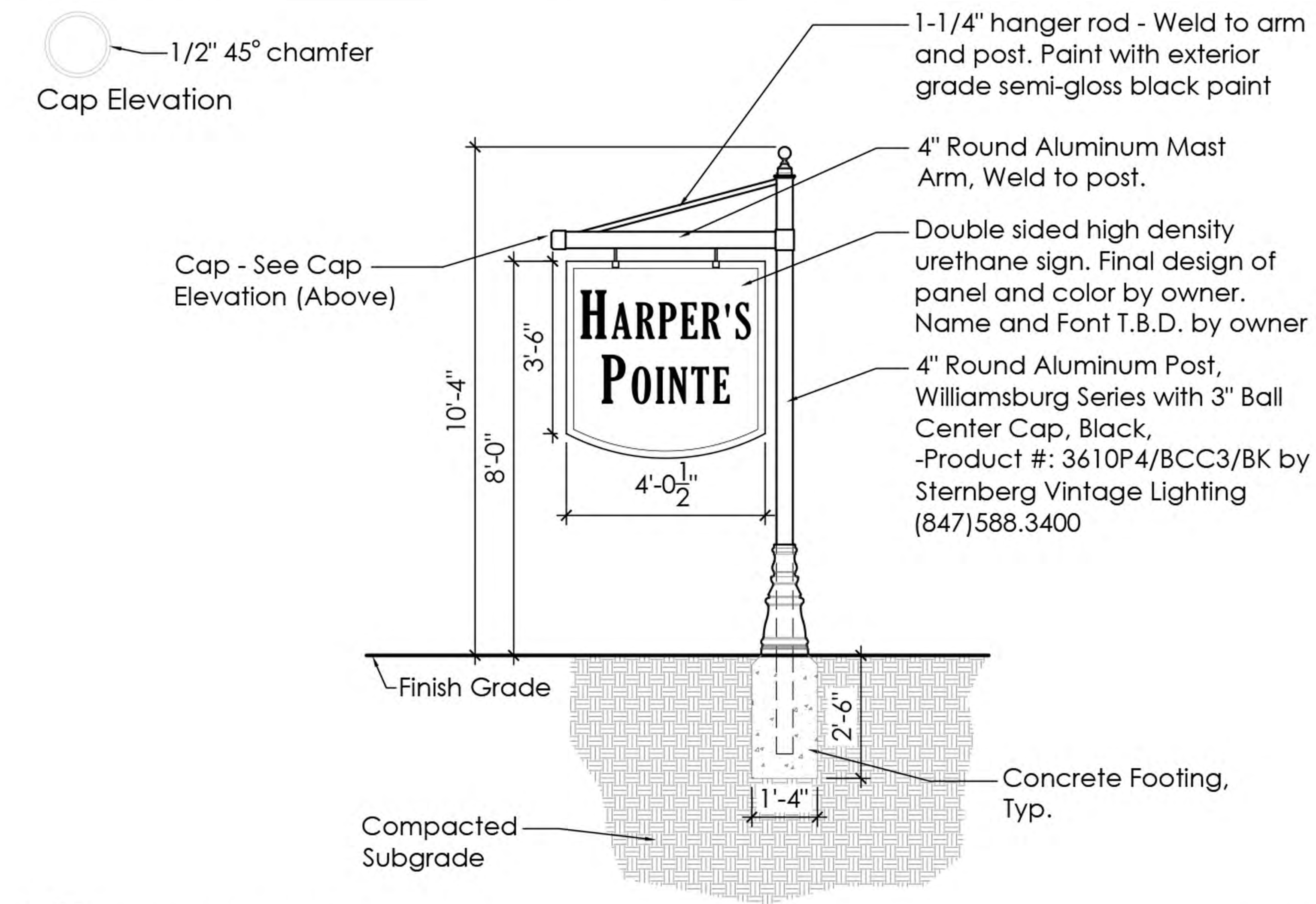
Entry Planting Plan



Symbol	Description
	BN River Birch
	ZS Village Green Zelkova
	(Overlay over Proposed Tree Graphics) To Offset Trees Removed during construction

Plant Key		
Symbol	Description	
	MJ	Jane Magnolia
	BX	Green Gem Boxwood
	JN	Youngstown Andorra Juniper
	RA	Low Gro Sumac
	TDE	Dense Yew
	TO	Emerald Green Arborvitae
	HS	Happy Returns Daylily
	VB	Fragrant Viburnum

EXHIBIT D-4

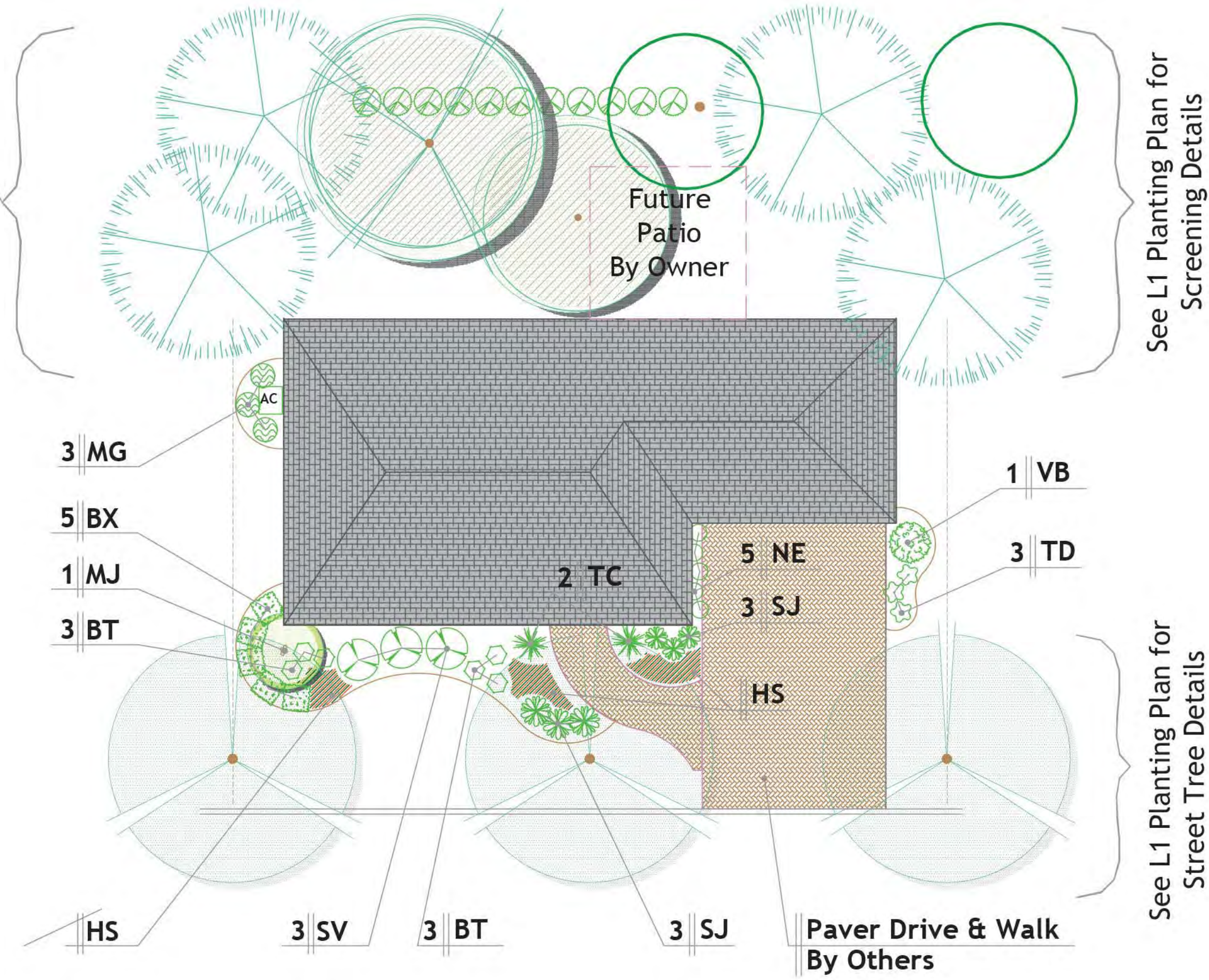


MAIN ID SIGNAGE
N.T.S.

04-1129

See L1 Planting Plan for Screening Details

Typical Unit Planting

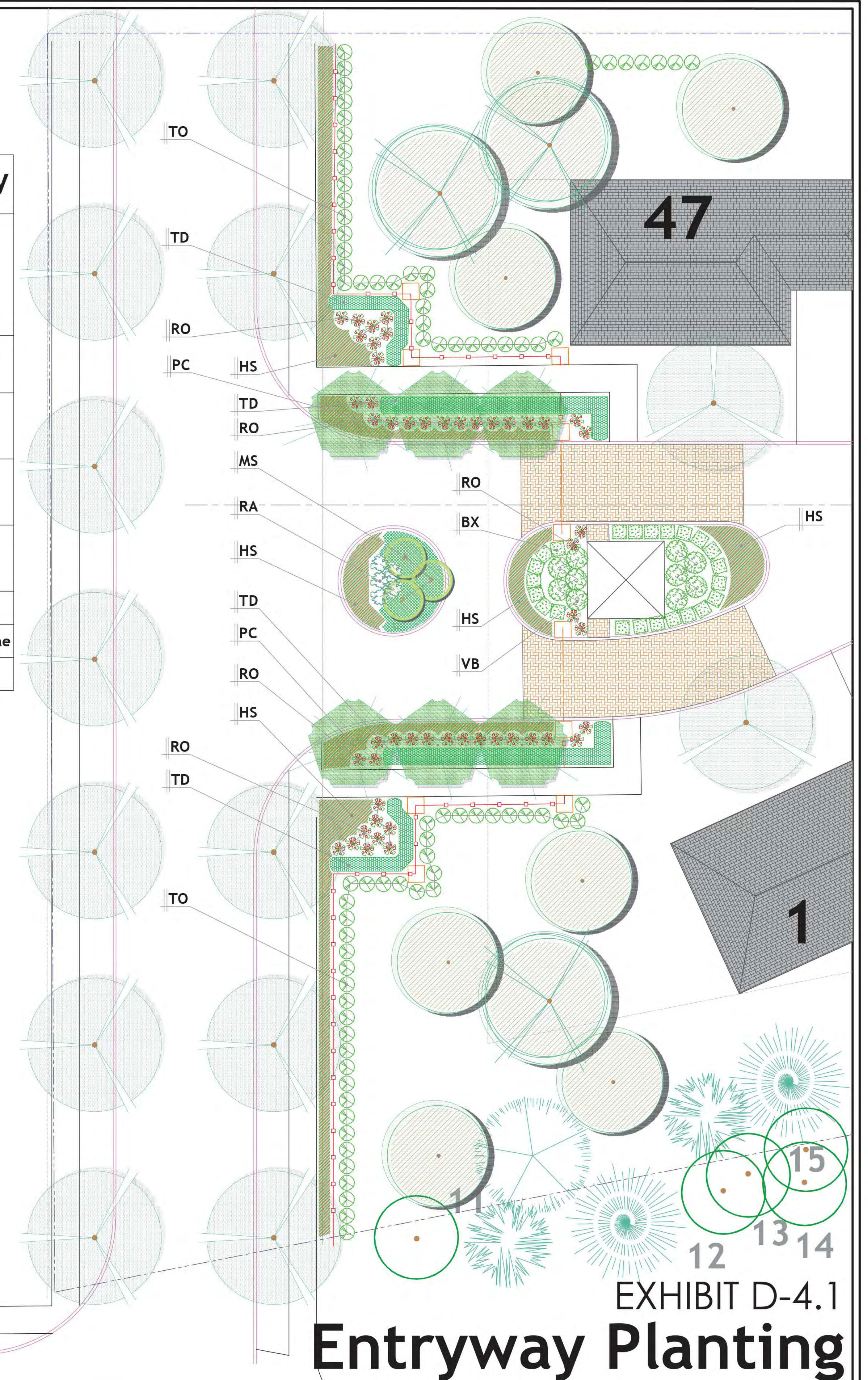


Plant Key Typical Unit

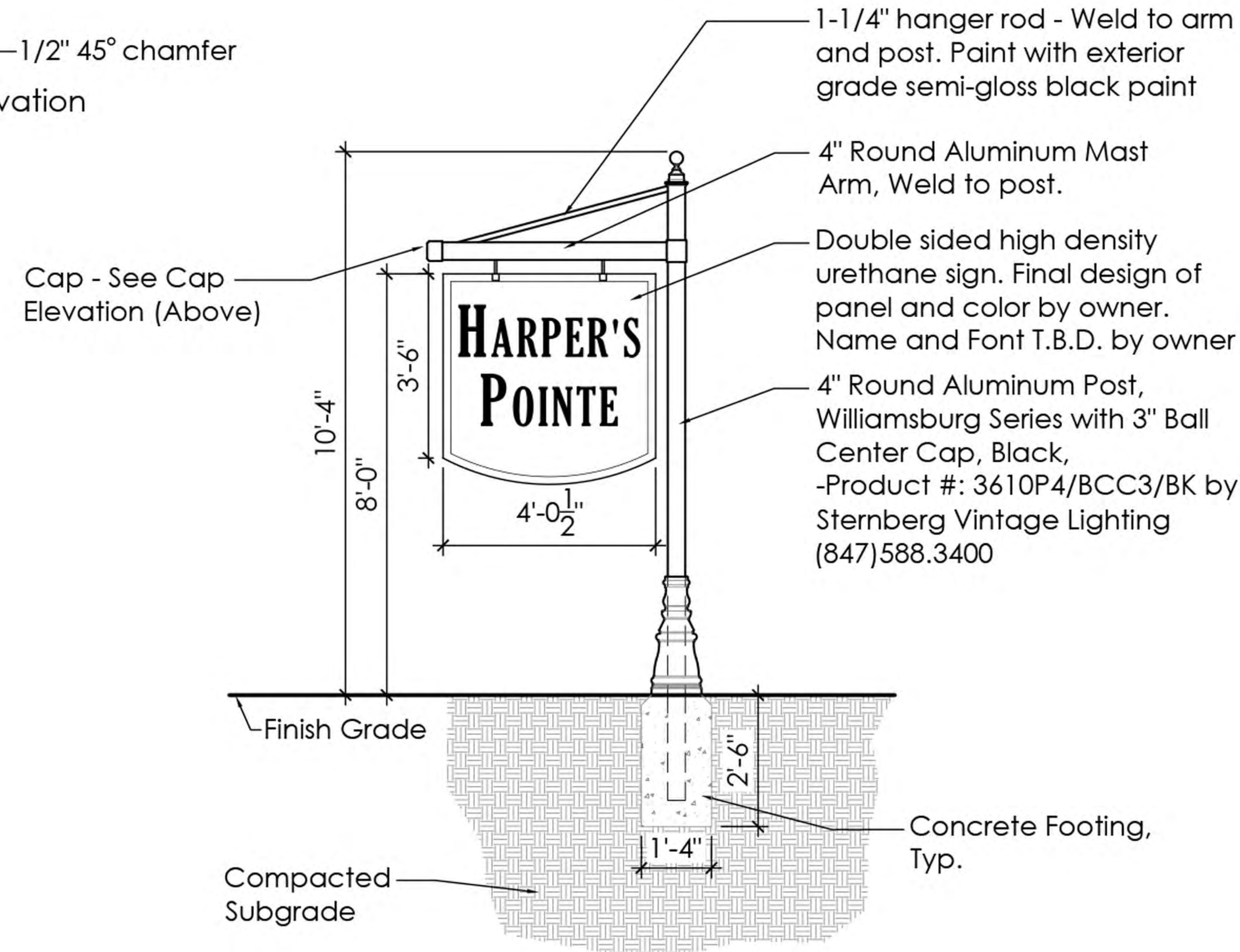
	MJ - Jane Magnolia
	SV - Crimson Pigmy Barberry
	MG - Maiden Grass
	BX - Green Gem Boxwood
	SV - Dwarf Korean Lilac
	TC - Pyramidal Yew
	SJ - Little Princess Spirea
	NE - Walker's Glow Nepeta
	TD - Dense Yew
	HS - Happy Returns Daylily
	VB - Fragrant Viburnum

Plant Key Entryway

	PC - Cleveland Select Pear
	MJ - Jane Magnolia
	JN - Youngstown Andorra Juniper
	HS - Happy Returns Daylily
	TD - Dense Yew
	RA - Low Gro Sumac
	TO - Emerald Green Arborvitae
	RO - Knock-Out Roses



1/2" 45° chamfer
Cap Elevation



MAIN ID SIGNAGE
N.T.S.

04-1129



Harper's Pointe Typical Unit & Entryway Plantings, Signage Detail

Date: 2015 04 01 0810	This design is property of EMI all rights reserved
Scale: 1"=10' on 30x42	
Drawn By: EMN	
Drawing Number: L3	

NORTH

landscape industry
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technician

2015 01 22 1411

Shrubs

Trees

Perennials

1. Owner/Contractor to verify utilities prior to commencing work, Contact OUPS (Ohio Utility Protection Service) at 1-800-362- 2764, 48 hours prior to commencing work.
2. All plants quantities and sizes are noted for reference only and should not be assumed to be correct.
In the event of a discrepancy the plan will take precedence over the plant list for total quantities
3. Backfill for plant materials is to be a blend of existing soil with organic blended soil a 30/70 ratio of new soil combined with existing soil.
4. Prior to mulching beds all new plantings are to be fertilized with a 12-12-12 or 14-14-14 slow release fertilizer. Application rates as pre manufacturer's recommendations
5. All planting beds are to be mulched to a 2" depth with shredded hardwood mulch.
6. Street Trees noted will be field located and coordinated with unit drive installation.
7. All lawn areas are to be seeded with a 50/50 blend seed at a rate of 2 pounds per 1000 sq. ft. Turf seed installation will consist of loosening and preparing seedbed to a depth of 1", removing objects 1" or larger and smoothing soil. Seed will be applied by hydroseed, starter fertilizer, fiber mulch, and tackifier.
8. Main entrance lawn areas to be sodded per extents for plan. Sod to be improved Kentucky Bluegrass Sod.
9. All tree quantities meet the Powell tree replacement guidelines.

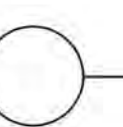
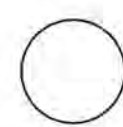


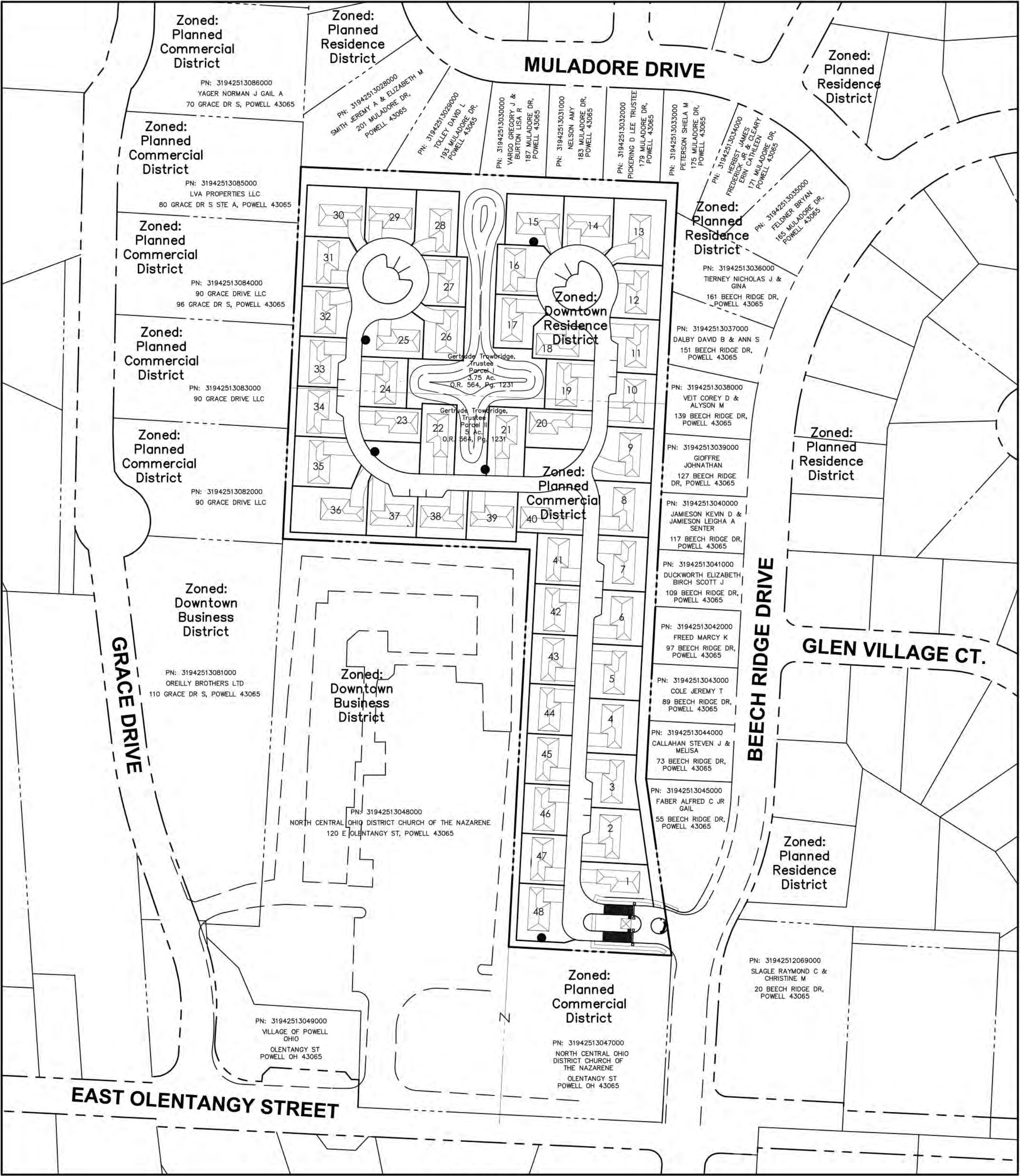
EXHIBIT D-5



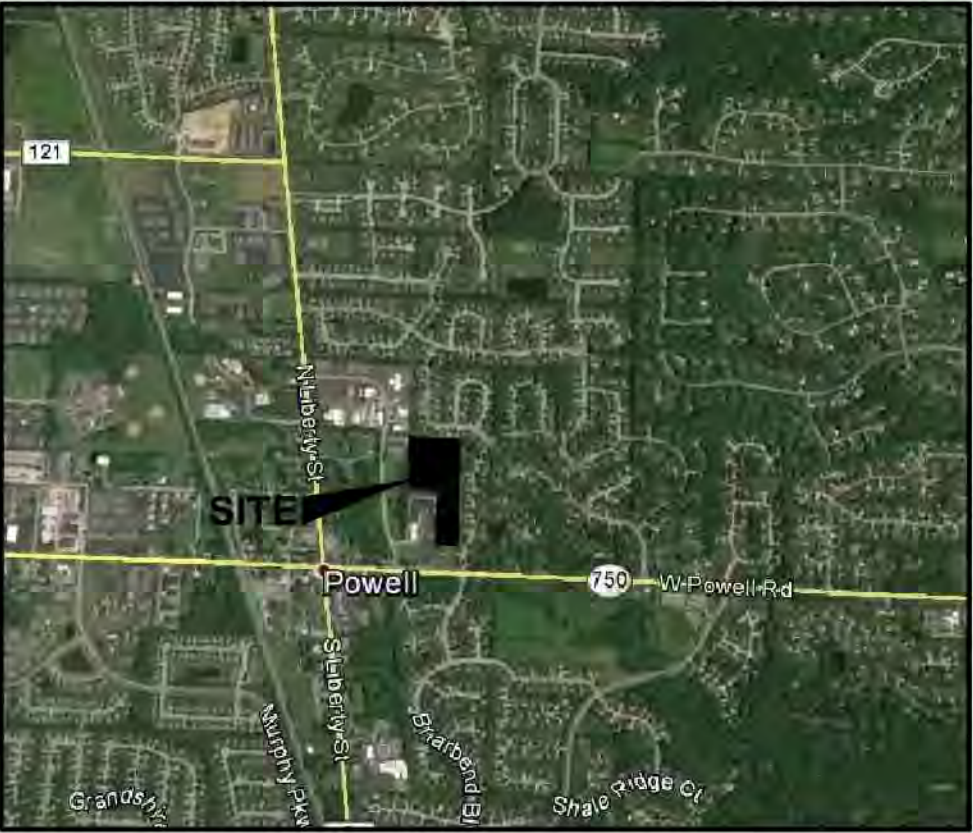
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Scale:	NTS
Drawn By:	EMN
Drawing Number:	L4

Exhibit “E-1 through E-7” – Engineering and Utility Letters

CITY OF POWELL, OHIO
FINAL DEVELOPMENT PLAN
FOR
HARPER'S POINTE

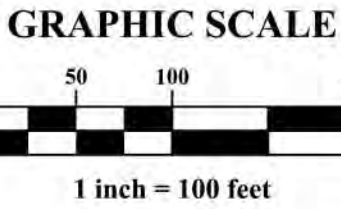


INDEX MAP
SCALE: 1"=100'



LOCATION MAP

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CITY OF POWELL / DELAWARE COUNTY, OHIO
HARPER'S POINTE
FINAL DEVELOPMENT PLAN
FOR
LEN PIVAR BUILDER INC
TITLE SHEET

Issue Dates:

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- GENERAL NOTES
- THE REGULATIONS AND CONSTRUCTION STANDARDS OF THE CITY OF POWELL, TOGETHER WITH THE CURRENT CONSTRUCTION AND MATERIAL SPECIFICATIONS OF THE CITY OF COLUMBUS (COLS) AND THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT), INCLUDING ALL SUPPLEMENTS THERETO, SHALL GOVERN ALL CONSTRUCTION ITEMS THAT ARE A PART OF THIS PLAN UNLESS OTHERWISE NOTED.
 - THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE WILL MAKE INSPECTION OF THE WORK. THE CITY ENGINEER WILL REQUIRE AT LEAST 48 HOURS WRITTEN NOTICE BEFORE ANY WORK TAKES PLACE. FAILURE TO REQUEST THE NECESSARY INSPECTION MAY RESULT IN THE REJECTION OF THE WORK AND THE PROJECT.
 - IT IS THE INTENTION OF THE PLANS TO PROVIDE AND REQUIRE A COMPLETED PROJECT READY FOR OPERATION. ANY WORK ITEMS OMITTED FROM THE PLANS, WHICH ARE CLEARLY NECESSARY FOR COMPLETION OF THE WORK, AND ITS APPURTENANCES SHALL BE CONSIDERED A PART OF SUCH WORK, THOUGH NOT DIRECTLY SPECIFIED OR CALLED FOR IN THE PLANS. THIS INCLUDES, BUT IS NOT LIMITED TO SUCH INCIDENTAL ITEMS AS RELOCATION OF MAILBOXES, SAW CUTTING, AND REMOVAL AND/OR RELOCATION OF SIGNS, SPRINKLERS, OR OTHER MISCELLANEOUS ITEMS.
 - ALL ITEMS OF WORK CALLED FOR ON THE PLANS FOR WHICH NO SPECIFIC METHOD OF PAYMENT IS PROVIDED SHALL BE PERFORMED BY THE CONTRACTOR WITH THE COST TO BE INCLUDED IN THE UNIT PRICE BID FOR THE VARIOUS RELATED ITEMS.
 - THE CONTRACTOR OR DEVELOPER SHALL DEPOSIT THE TOTAL ESTIMATED COST FOR INSPECTIONS, AS DETERMINED BY THE CITY ENGINEER, WITH THE CITY OF POWELL PRIOR TO THE START OF CONSTRUCTION.
 - THE CONTRACTOR SHALL PROVIDE THE CITY OF POWELL, A SURETY, ACCEPTABLE TO THE CITY OF POWELL, EQUAL TO 100% OF CONSTRUCTION COSTS. THE SURETY SHALL GUARANTEE THE WORK FOR ONE YEAR AFTER ACCEPTANCE BY THE CITY.
 - THE CITY ENGINEER WILL NOT BE RESPONSIBLE FOR MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF CONSTRUCTION THAT ARE NOT SPECIFIED HEREIN. THE CITY ENGINEER WILL NOT BE RESPONSIBLE FOR SAFETY ON THE WORK SITE, OR THE FAILURE BY THE CONTRACTOR TO PERFORM WORK ACCORDING TO PLANS.
 - APPROVAL OF THESE PLANS IS CONTINGENT UPON ALL EASEMENTS REQUIRED FOR CONSTRUCTION OF THE WORK BEING SECURED AND SUBMITTED TO THE CITY OF POWELL FOR RECORDING PRIOR TO COMMENCEMENT OF WORK. NO WORK, WHICH REQUIRES AN EASEMENT, WILL BE ALLOWED TO PROCEED UNTIL THIS IS DONE.
 - THE CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL SAFETY REQUIREMENTS INCLUDING THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970. THE CONTRACTOR SHALL EXERCISE PRECAUTION ALWAYS FOR THE PROTECTION OF PERSONS (INCLUDING EMPLOYEES) AND PROPERTY. IT SHALL ALSO BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO INITIATE, MAINTAIN AND SUPERVISE ALL SAFETY REQUIREMENTS, PRECAUTION AND PROGRAMS IN CONNECTION WITH THE WORK, INCLUDING THE REQUIREMENTS FOR CONFINED SPACES PER 29 CFR 1910.146.
 - THE CONTRACTOR/DEVELOPER SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS.
 - THE CONTRACTOR SHALL CONFINE HIS ACTIVITIES TO THE PROJECT SITE, EXISTING RIGHT-OF-WAYS, TEMPORARY AND PERMANENT EASEMENTS, AND SHALL NOT ENTER UPON OTHER PROPERTIES WITHOUT WRITTEN PERMISSION OF THE OWNER. IF THE PROPOSED WORK REQUIRES EASEMENTS UPON OTHER PROPERTIES, THE CONTRACTOR SHALL NOTIFY THE OWNER(S) IN WRITING NO LESS THAN 72 HOURS IN ADVANCE OF THE COMMENCEMENT OF THE WORK, AND COPY THE CITY ON ALL CORRESPONDENCE. FAILURE TO NOTIFY AFFECTED PROPERTY OWNERS MAY SUBJECT THE CONTRACTOR TO THE PENALTIES ASSOCIATED WITH THE VIOLATION OF POWELL CITY CODE, SECTION 541.05, CRIMINAL TRESPASS.
 - THE CONTRACTOR SHALL CAREFULLY PRESERVE BENCHMARKS, PROPERTY CORNERS, REFERENCE POINTS, STAKES AND OTHER SURVEY REFERENCE MONUMENTS OR MARKERS. IN CASES OF WILLFUL OR CARELESS DESTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE. RESETTling THE MARKERS SHALL BE PERFORMED BY AN OHIO PROFESSIONAL SURVEYOR AS APPROVED BY THE CITY ENGINEER AT THE CONTRACTOR'S EXPENSE.
 - PROPERTY BOUNDARIES, INCLUDING PROPERTY LINES AND ROAD RIGHT-OF-WAY, ARE SHOWN FROM THE BEST INFORMATION AVAILABLE AND ARE NOT NECESSARILY COMPLETE OR CORRECT.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING THE FINISHED WORK CONFORM TO THE LINES, GRADES, ELEVATIONS AND DIMENSIONS CALLED FOR ON THE DRAWINGS AND TYPICAL SECTIONS.
 - ANY DEVICE SHALL NOT BE OPERATED AT ANY TIME IN SUCH A MANNER THAT THE NOISE CREATED SUBSTANTIALLY EXCEEDS THE NOISE CUSTOMARILY ATTENDANT TO THE REASONABLE AND EFFICIENT PERFORMANCE OF SUCH EQUIPMENT. PURSUANT TO POWELL CITY CODE, SECTION 509.08, CONSTRUCTION ACTIVITY IS ONLY PERMITTED BETWEEN THE HOURS OF 7:30 A.M. AND 7:00 P.M. ANY CONSTRUCTION ACTIVITY BEYOND THESE HOURS REQUIRES A WRITTEN REQUEST TO THE DIRECTOR OF PUBLIC SERVICE MEETING THE REQUIREMENTS OF POWELL CITY CODE, SECTION 509.08(b).
 - PAVEMENTS SHALL BE CUT IN NEAT, STRAIGHT LINES THE FULL DEPTH OF THE EXISTING PAVEMENT OR AS REQUIRED BY THE CITY ENGINEER.
 - ALL SOIL SUBGRADE SHALL BE PREPARED AND COMPACTED IN ACCORDANCE WITH ITEM 204 TO A DEPTH OF 12 INCHES BELOW THE SUBGRADE SURFACE. SUBGRADE SHALL BE SCARIFIED AND CONTAIN SUFFICIENT MOISTURE TO MEET ITEM 203 COMPACTION REQUIREMENTS.
 - THE CONTRACTOR IS NOT PERMITTED TO USE ANY RECLAIMED MATERIALS IN ITEM 304.
 - NON-RUBBER TIRED VEHICLES SHALL NOT BE MOVED ON OR ACROSS PUBLIC STREETS OR HIGHWAYS WITHOUT THE WRITTEN PERMISSION OF THE CITY ENGINEER.
 - TRACKING OR SPILLING MUD, DIRT, OR DEBRIS UPON STREETS, RESIDENTIAL OR COMMERCIAL DRIVES, SIDEWALKS OR BIKE PATHS IS PROHIBITED PER POWELL CITY CODE, SECTION 905.12 AND ANY SUCH OCCURRENCE SHALL BE CLEANED UP IMMEDIATELY BY THE CONTRACTOR. IF THE CONTRACTOR FAILS TO REMOVE SAID MUD, DIRT, DEBRIS, OR SPILLAGE, THE CITY OF POWELL RESERVES THE RIGHT TO REMOVE THESE MATERIALS AND CLEAN AFFECTED AREAS, THE COST OF WHICH SHALL BE PAID BY THE CONTRACTOR/DEVELOPER PER POWELL CITY CODE, SECTION 905.13.
 - DURING CONSTRUCTION THE CONTRACTOR SHALL PROVIDE ADEQUATE DRAINAGE AND PROPER SOIL EROSION CONTROL MEASURES FOR PROTECTION OF ALL ADJACENT ROADS AND LANDS, PER COLS ITEM 207.
 - THE CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO EQUAL OR BETTER THAN EXISTED BEFORE CONSTRUCTION. DRAINAGE DITCHES OR WATERCOURSES THAT ARE DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO THE GRADES AND CROSS-SECTIONS THAT EXISTED BEFORE CONSTRUCTION.
 - THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS SO AS TO MAINTAIN AT ALL TIMES SEWER, DRAIN, AND DITCH FLOWS THROUGH EXISTING FACILITIES TO REMAIN IN PLACE AND THROUGH EXISTING FACILITIES TO BE REPLACED UNTIL NEW FACILITIES ARE COMPLETED AND PUT INTO SERVICE. THE CONTRACTOR, TO A CONDITION SATISFACTORY TO THE CITY ENGINEER, SHALL RESTORE THE FLOW OF ALL SEWERS, DRAINS, AND OTHER WATERCOURSES DISTURBED DURING THE PROSECUTION OF THE WORK.
 - ANY MODIFICATION OF THE WORK AS SHOWN ON THESE DRAWINGS MUST HAVE PRIOR WRITTEN APPROVAL BY THE POWELL CITY ENGINEER.
 - THE CONTRACTOR SHALL CALL TOLL FREE, THE OHIO UTILITIES PROTECTION SERVICE (OUPS) AT 1-800-362-2764 SEVENTY-TWO (72) HOURS IN ADVANCE OF THE ANTICIPATED START OF CONSTRUCTION, AND SHALL NOTIFY ALL UTILITY COMPANIES AT LEAST FORTH-EIGHT (48) HOURS PRIOR TO WORK IN THE VICINITY OF THEIR LINES.

UTILITY	OWNER	TELEPHONE
TELEPHONE	AT&T 111 NORTH FRONT STREET COLUMBUS, OH 43215 CONTACT: RON C HARRISON	(614) 223-6790
ELECTRIC	AMERICAN ELECTRIC POWER 850 TECH CENTER DRIVE GAHANNA, OH 43230-6605 CONTACT: ANDY WAINWRIGHT	(614) 883-6821
GAS	COLUMBIA GAS 920 WEST GOODALE BLVD. COLUMBUS, OH 43215 CONTACT: JODY BEAVER	(614) 460-5400
CABLE TELEVISION	TIME WARNER CABLE 1266 DUBLIN ROAD P.O. BOX 2553 COLUMBUS, OH 43216-2553 CONTACT: GREG MILLER	(614) 348-1539

- EXISTING UTILITIES SHOWN ON THE PLAN ARE FROM THE BEST AVAILABLE RECORDS AND FIELD INVESTIGATION AND ARE NOT NECESSARILY COMPLETE OR CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR THE INVESTIGATION, LOCATION, SUPPORT, PROTECTION AND RESTORATION OF ALL EXISTING UTILITIES AND APPURTENANCES WHETHER SHOWN OR NOT.
 - THE CONTRACTOR SHALL EXPOSE AND VERIFY THE LOCATION AND ELEVATION OF ANY UTILITIES WITHIN THE LIMITS OF THE PROPOSED CONDUIT PATH, PRIOR TO STARTING ANY EXCAVATION. IN CASE OF CONFLICT, ADJUSTMENTS IN LOCATION AND ELEVATION OF THE PROPOSED UTILITIES MAY BE MADE IF APPROVED PER GENERAL NOTE #24, OR ARRANGEMENTS SHALL BE MADE TO MOVE THE EXISTING UTILITY TO PROVIDE ADEQUATE CLEARANCE.
 - MAINTAIN THREE (3) FEET HORIZONTAL AND ONE (1) FOOT VERTICAL SEPARATION FROM ALL SEWER AND WATER LINES.
 - EXISTING DRAIN TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE RECONNECTED OR CONNECTED TO THE STORM SEWER SYSTEM BY THE CONTRACTOR, AS APPROVED BY THE CITY ENGINEER. THE COST OF SAID WORK TO BE INCLUDED IN THE UNIT PRICE BID FOR THE VARIOUS RELATED ITEMS.
 - ALL TRENCHES WITHIN PAVEMENT, BERM, AND SHOULDER LIMITS SHALL BE BACKFILLED OR SECURELY PLATED DURING NON-WORKING HOURS.
 - ACCESS TO ALL ADJOINING PROPERTIES SHALL BE MAINTAINED AT ALL TIMES. AREAS WITH MULTIPLE DRIVES SHALL HAVE AT LEAST HALF OF THE DRIVES OPEN AT ALL TIMES. PROPERTIES WITH A SINGLE ACCESS WILL REQUIRE STAGED CONSTRUCTION; SHORT-TERM FULL CLOSURE OF A SINGLE ACCESS WILL BE PERMITTED WITH THE PROPERTY OWNER AND/OR TENANT'S AGREEMENT. SUCH FULL CLOSURES SHALL BE SCHEDULED AND COORDINATED WITH THE PROPERTY OWNER/TENANT.
 - AT ALL UTILITY CROSSINGS THE TRENCH BACKFILL SHALL CONSIST OF COMPACTED GRANULAR MATERIAL, COLS ITEM 912, BETWEEN THE DEEPER AND SHALLOWER PIPE.
 - COMPACTED GRANULAR MATERIAL, COLS ITEM 912 SHALL CONSIST OF NATURAL, BROKEN OR CRUSHED STONE, CRUSHED GRAVEL, OR CRUSHED SLAG. SYNTHETIC OR MAN-MADE MATERIALS ARE UNACCEPTABLE.
 - BACKFILL FOR TRENCHES UNDER PAVEMENT AND WITHIN THE RIGHT-OF-WAY SHALL BE COMPACTED GRANULAR MATERIAL, COLS ITEM 912, TO THE PAVEMENT SUBGRADE. WHERE TRENCHES CROSS THE PAVEMENT, COLS ITEM 912 SHALL EXTEND THE FULL WIDTH OF THE RIGHT-OF-WAY, AND TO WITHIN 6 INCHES OF FINISHED GRADE WHERE NOT UNDER PAVEMENT.
 - BACKFILL FOR TRENCHES PARALLEL TO THE PAVEMENT AND WITHIN THE RIGHT-OF-WAY, WITH THE TOP OF THE TRENCH 3 FEET OR CLOSER TO THE BACK OF CURB OR EDGE OF PAVEMENT OR LOCATED UNDER A PEDESTRIAN PATHWAY, SHALL BE COMPACTED GRANULAR MATERIAL, COLS ITEM 912, TO WITHIN 6 INCHES OF FINISHED GRADE. BACKFILL FOR ALL OTHER TRENCHES WITHIN THE RIGHT-OF-WAY PARALLEL TO THE PAVEMENT, SHALL BE SHALL BE COMPACTED BACKFILL, COLS ITEM 911, EXCEPT THAT COMPACTION SHALL BE TO MINIMUM 9 PERCENT MAXIMUM DRY DENSITY. PRIOR TO CONSTRUCTION OF THE STREETS, THE CITY ENGINEER MAY REQUIRE SOIL TESTS ON THE BACKFILL. WHERE TEST RESULTS INDICATE THAT THE BACKFILL DOES NOT MEET COMPACTION REQUIREMENTS THE BACKFILL SHALL BE REMOVED, REPLACED, AND RE-TESTED UNTIL MEETING THOSE REQUIREMENTS.
 - THE CONTRACTOR SHALL INSTALL STREET LIGHTS AT THE LOCATIONS SHOWN ON THE PLANS, INCLUDING ALL WIRING AND DISCONNECTS AND PROVIDE A COMPLETE OPERATING LIGHTING SYSTEM THAT COMPLIES WITH THE CITY OF POWELL SPECIFICATIONS.
 - ALL AREAS FOR UNDERGROUND ELECTRIC AND STREET LIGHTING ELECTRIC, TELEPHONE, AND CABLE TV INSTALLATIONS SHALL BE BROUGHT TO FINISHED GRADE, AS SHOWN ON THE GRADING PLAN, PRIOR TO THEIR BEING INSTALLED. ALL FILL REQUIRED SHALL BE COMPACTED IN ACCORDANCE WITH COLS ITEM 203.12, CONDITION 1. THIS WORK SHALL BE PERFORMED AS PART OF THIS PLAN AND THE COST SHALL BE INCLUDED UNDER ITEM 203.
 - SEEDING SHALL BE APPLIED AT THE RATE OF 8 POUNDS (LB.) PER 1,000 SQUARE FEET (SF) AND SHALL USE THE FOLLOWING SEED MIXTURE:

40% TITIAN TALL FESCUE

40% TARHEEL TALL FESCUE

10% DENIM KENTUCKY BLUEGRASS

10% RENAISSANCE PERENNIAL RYE GRASS
 - COMMERCIAL-GRADE COMPLETE FERTILIZER OF NEUTRAL CHARACTER, CONSISTING OF FAST, AND SLOW RELEASE NITROGEN, 50% DERIVED FROM NATURAL ORGANIC SOURCES OF UREA-FORM, PHOSPHOROUS, AND POTASSIUM AND WITH THE FOLLOWING COMPOSITION SHALL BE APPLIED:

COMPOSITION: 13% NITROGEN, 26% PHOSPHOROUS, AND 12% POTASSIUM BY WEIGHT

FERTILIZER SHOULD BE APPLIED AT THE RATE OF 6 POUNDS (LB.) PER 1,000 SQUARE FEET (SF).
 - ALL SIGNS, LANDSCAPING, STRUCTURES OR OTHER APPURTENANCES DISTURBED OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED OR REPAIRED TO THE SATISFACTION OF THE CITY ENGINEER. THE CONTRACTOR SHALL PAY FOR THE COST OF THIS WORK.
- GENERAL NOTES FOR STORM SEWERS
- ANY MODIFICATION OF THE WORK AS SHOWN ON THESE DRAWINGS MUST HAVE PRIOR WRITTEN APPROVAL BY THE POWELL CITY ENGINEER.
 - THE PROPOSED SANITARY SEWERS AND SERVICES ARE TO BE CONSTRUCTED UNDER PLAN P PRIOR TO STREET IMPROVEMENTS.
 - BEFORE THE CONTRACTOR STARTS ANY WORK ON THE PROJECT AND AGAIN BEFORE FINAL ACCEPTANCE OF ANY WORK, REPRESENTATIVES OF THE CITY AND THE CONTRACTOR SHALL MAKE AN INSPECTION OF ALL EXISTING SEWERS THAT ARE TO REMAIN IN SERVICE AND WHICH MAY BE AFFECTED BY THE WORK. THE CONDITION OF THE EXISTING CONDUITS AND APPURTENANCES SHALL BE DETERMINED FROM FIELD OBSERVATIONS. THE CITY SHALL KEEP RECORDS OF THE INSPECTION IN WRITING.
 - ALL EXISTING SEWERS INSPECTED INITIALLY BY THE ABOVE MENTIONED PARTIES SHALL BE MAINTAINED AND LEFT IN A CONDITION REASONABLY COMPARABLE TO THAT DETERMINED BY THE ORIGINAL INSPECTION. THE CONTRACTOR, TO THE SATISFACTION OF THE CITY ENGINEER, SHALL CORRECT ANY CHANGE IN THE CONDITION RESULTING FROM THE CONTRACTOR'S OPERATIONS.
 - PAYMENT FOR ALL OPERATIONS DESCRIBED ABOVE SHALL BE INCLUDED IN THE CONTRACT PRICE FOR THE PERTINENT CONTRACT ITEMS.
 - ALL STORM SEWERS CONSTRUCTED UNDER THIS PLAN SHALL MEET THE REQUIREMENTS OF COLS ITEM 901, WITH A MINIMUM INSIDE DIAMETER OF 12 INCHES.
 - ALL NEW CONDUITS, CATCH BASINS AND MANHOLES CONSTRUCTED, AS A PART OF THE PROJECT SHALL BE FREE OF ALL FOREIGN MATTER AND IN A CLEANED CONDITION BEFORE THE CITY WILL ACCEPT THE PROJECT.
 - ALL INLETS, CATCH BASINS, AND MANHOLES SHALL BE CHANNELIZED.
 - ROADWAY UNDERDRAINS SHALL BE DISCHARGED INTO THE NEAREST STORM STRUCTURE AVAILABLE ALONG THE LINE OF FLOW UNLESS SHOWN OTHERWISE ON THE PLANS.
 - THE CONTRACTOR SHALL ADJUST ALL EXISTING AND PROPOSED CASTINGS TO MATCH THE SURROUNDING FINISHED GRADE. THE COST OF ALL CASTING ADJUSTMENTS SHALL BE INCLUDED IN THE VARIOUS SEWER ITEMS.
 - ALL DRAINAGE SWALES ALONG REAR LOT LINES, SHOWN ON THE GRADING PLAN, SHALL BE CONSTRUCTED TO FINISHED GRADE AS PART OF THIS PLAN AND THE COST SHALL BE INCLUDED UNDER COLS ITEM 203.
 - ALL STORM WATER DETENTION/RETENTION AREAS SHOWN ON THE GRADING PLAN SHALL BE CONSTRUCTED TO FINISHED GRADE PER COLS ITEM 203, HYDRO-SEEDED, AND HYDRO-MULCHED PER COLS ITEM 659, AS PART OF THIS PLAN. THE COST SHALL BE INCLUDED AS A LUMP SUM UNDER SPECIAL, DETENTION/RETENTION AREA CONSTRUCTION.
 - THE CONTRACTOR SHALL PROVIDE TWO ROOF DRAIN OPENINGS IN THE CURB FOR EACH LOT, LOCATED AS DIRECTED BY THE OWNER.
 - ALL CATCH BASINS ARE TO BE EQUIPPED WITH EAST JORDAN #5110, TYPE M3 GRATES, OR APPROVED EQUAL.
 - UPON COMPLETION OF CONSTRUCTION FOR EACH PHASE OF STORM SEWER WORK, THE DEVELOPER, THROUGH ITS ENGINEER, SHALL FURNISH THE CITY ENGINEER A TABULATION OF STRUCTURE NUMBERS, THE ELEVATION OF THE TOP OF CASTINGS AS PROPOSED ON THE PLANS, AND THE ELEVATION OF THE TOP OF CASTINGS, AS BUILT. FURTHER, A TABULATION OF STATIONING AND TOP OF CURB ELEVATION, AS BUILT, AT THE ENDS OF ALL STREETS, THAT ARE TO BE EXTENDED IN THE FUTURE, SHALL BE SUBMITTED. THE CITY ENGINEER WILL DETERMINE ADJUSTMENTS, IF ANY, THAT ARE NECESSARY AND ALL NECESSARY ADJUSTMENTS SHALL BE DONE PRIOR TO SUBMITTAL OF 'AS BUILT' DRAWINGS.
 - THE ORIGINAL TRACINGS, REVISED 'AS BUILT', AND TWO SETS OF PRINTS SHALL BE GIVEN TO THE CITY PRIOR TO ANY TAP PERMITS BEING ISSUED, OR ACCEPTANCE BY THE CITY FOR THE ONE YEAR MAINTENANCE PERIOD. THE INFORMATION SHOWN ON THE 'AS BUILT' PLANS SHALL BE FROM FIELD MEASUREMENTS. WATER SERVICES AND MAIN LINE VALVES SHALL BE LOCATED BY STREET STATIONING, TOP OF CASTING ELEVATIONS FOR ALL STORM SEWER STRUCTURES AND ANY VARIANCE IN THE HORIZONTAL LOCATION OF THE UTILITIES FROM THAT SHOWN ON THE APPROVED PLANS, SHALL BE SHOWN.

- DEL-CO WATER COMPANY


GENERAL NOTES FOR WATER LINE CONSTRUCTION
- GENERAL NOTES AS MODIFIED BY DEL-CO AND SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS SHALL SUPERSEDE THE REQUIREMENTS OF THE SUBDIVISION CONSTRUCTION STANDARDS MANUAL WHEREVER DISCREPANCIES OCCUR.
 - STANDARD GENERAL NOTES:
 - WATER LINE DESIGN, MATERIALS, AND INSTALLATION METHODS SHALL CONFORM TO APPLICABLE SECTIONS OF RECOMMENDED STANDARDS FOR WATER WORKS (TEN STATES STANDARDS), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE DEL-CO WATER SUBDIVISION CONSTRUCTION STANDARDS MANUAL. CONTRACTOR SHALL OBTAIN A COPY OF THE STANDARDS AND HAVE IN HIS POSSESSION AT ALL TIMES DURING CONSTRUCTION. COORDINATE WORK WITH DEL-CO WATER (740) 548-7746.
 - WATER MAINS SHALL BECOME THE OWNERSHIP OF DEL-CO WATER UPON FINAL ACCEPTANCE.
 - WATER LINE CONSTRUCTION PLANS ARE APPROVED FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE APPROVAL LETTER OR SIGNED PLANS. IF CONSTRUCTION HAS NOT STARTED WITHIN ONE YEAR OF THE DATE OF APPROVAL, PLANS SHALL BE RESUBMITTED TO DEL-CO WATER COMPANY FOR APPROVAL.
 - WATER LINE CONSTRUCTION:
 - WATER LINES SHALL BE NSF 61 APPROVED, AND COMPLIANT WITH ASTM D2241 & OHIO EPA ENG_08_001 STANDARDS.
 - USE THE FOLLOWING TYPE AND CLASS OF PIPE UNLESS OTHERWISE INDICATED ON THE DRAWINGS:
 - 2-INCH WATER LINE PIPE: CLASS 200 SDR 21 YELOWINE PVC (RESTRAINED JOINT).
 - 4-INCH WATER LINE PIPE: CLASS 200 SDR 21 PVC.
 - 6-INCH TO 12-INCH WATER LINE PIPE: CLASS 160 SDR 26 PVC.
 - 16-INCH AND LARGER WATER LINE PIPE: AWWA C151 CLASS 52 DIP.
 - 4-INCH PIPE AND LARGER USED FOR FIRE SERVICE: AWWA C900 DR 18 (150 PSI) PVC.
 - ALL SIZES OF DEL-CO-OWNED WATER LINES USED ON MASTER METER PROJECTS: CLASS 200 SDR 21 PVC.
 - ALL FITTINGS SHALL BE MECHANICAL JOINT CONFORMING TO AWWA C153.
 - ALL VALVES SHALL BE MECHANICAL JOINT CONFORMING TO AWWA WITH ANSI 304 STAINLESS STEEL EXTERNAL HARDWARE. VALVES 12-INCH AND SMALLER SHALL BE RESILIENT-SEATED GATE VALVES PER AWWA C509 AND VALVES 16-INCH AND LARGER SHALL BE PRATT GROUNDHOG BUTTERFLY VALVES PER AWWA C504.
 - PROVIDE HEAVY-DUTY VALVE BOXES ON ALL HOT-TAPS AND AT VALVES LOCATED UNDER GRAVEL OR PAVEMENT SURFACES.
 - TOP OF VALVE BOX SHALL BE FLUSH WITH FINISHED GRADE IN PAVED AREAS, AND 4 INCHES ABOVE FINISHED GRADE IN NON-PAVED AREAS.
 - CROSSES SHALL NOT BE USED WITHOUT APPROVAL OF DEL-CO WATER COMPANY.
 - MAINTAIN A MINIMUM 10-FOOT HORIZONTAL AND 1.5-FOOT VERTICAL SEPARATION BETWEEN WATER LINES AND SANITARY AND STORM SEWERS.
 - ALL OTHER BURIED UTILITIES SHALL MAINTAIN A MINIMUM 5-FOOT HORIZONTAL SEPARATION, AND 2-FOOT VERTICAL SEPARATION FROM THE CENTERLINE OF WATER LINES AS FINALLY LAID AND CONSTRUCTED.
 - PROVIDE CONCRETE THRUST BLOCKING FOR ALL FITTINGS, VALVES, ANCHOR TEES, AND HYDRANTS. BURY WATER LINES A MINIMUM DEPTH OF 48-INCHES TO THE TOP OF PIPE.
 - PLACE A 5-FOOT STEEL FENCE POST OR 4'x4' WOOD POST AT VALVES AND THE ENDS OF LINES.
 - PAINT BLUE.
 - TRACER WIRE:
 - INSTALL COPPERHEAD® OR EQUAL 12-GAUGE HIGH STRENGTH 452LB BREAK STRENGTH 30 MIL HDPE JACKET, COPPER-CLAD, STEEL REINFORCED TRACER WIRE ON ALL WATER MAIN AND SERVICE LINES INSTALLED BY TRENCHING METHODS.
 - INSTALL COPPERHEAD® OR EQUAL 12-GAUGE EXTRA HIGH STRENGTH 1150LB BREAK STRENGTH 45 MIL HDPE JACKET, COPPER-CLAD, STEEL REINFORCED TRACER WIRE ON ALL WATER MAIN AND SERVICE LINES INSTALLED BY BORING METHODS.
 - FASTEN WIRE TO PIPE IN TWO PLACES PER PIPE SECTION. EXTEND TRACER WIRE TO GROUND SURFACE AT ALL VALVES AND HYDRANTS AS SHOWN IN THE DEL-CO STANDARD DETAIL. SPLICE WIRES USING COPPERHEAD® LSC12-BLUE, OR PRO-TRACE® #73901 WEATHERPROOF UNDERGROUND WIRE CONNECTORS.
 - CONNECT ALL SERVICE LINE WIRES TO MAIN LINE WIRES USING DURATRACE™ PART #3WB-01 (BLUE), COPPERHEAD® LSC12-BLUE, OR PRO-TRACE® #73901 WEATHERPROOF UNDERGROUND WIRE CONNECTORS.
 - CONTRACTOR SHALL TEST THE CONTINUITY OF ALL WIRE USING A THIRD-PARTY TESTER.
 - CONTRACTOR SHALL CONTACT DEL-CO'S INSPECTION DEPARTMENT A MINIMUM OF 24 HOURS PRIOR TO TEST.
 - TESTER SHALL SEND A SIGNED REPORT TO DEL-CO WATER INSPECTION DEPARTMENT AFFIRMING ALL WIRE HAS CONTINUITY.
 - CONTRACTOR SHALL REPAIR ALL DEFICIENCIES.
 - WATER SERVICE CONSTRUCTION (BETWEEN MAIN LINE AND METER PIT):
 - ALL WATER SERVICES SHALL BE CONSTRUCTED AND INSTALLED PER AWWA C800.
 - FOR METERS 1-INCH AND SMALLER, USE 1-INCH CLASS 200 SDR 7 IRON PIPE SIZE (IPS) POLYETHYLENE PIPE.
 - CONNECTIONS TO PVC PIPE SHALL BE MADE WITH APPROVED TAPPING SADDLE AND CORPORATION STOP PER DEL-CO SUBDIVISION CONSTRUCTION STANDARDS MANUAL.
 - CONNECTIONS TO DIP SHALL BE BY DIRECT TIE OR SADDLE AND APPROVED CORPORATION STOP PER DEL-CO SUBDIVISION CONSTRUCTION STANDARDS MANUAL.
 - PROVIDE A CURB STOP WITH 1-INCH FEMALE IRON PIPE THREADS ON THE CUSTOMER SIDE AT THE END OF SERVICE LINES. LOCATE AT ROW, BUT A MINIMUM OF FIVE FEET FROM EDGE OF SIDEWALK.
 - ALL SERVICE LINE VALVES 1½-INCH AND LARGER SHALL BE MECHANICAL JOINT GATE VALVES, RESTRAINED WITH DUCT-LUGS AND GALVANIZED ALL THREAD ROD OR ANCHOR TEES WHERE APPLICABLE.
 - MINIMUM DEPTH OF COVER SHALL BE 48 INCHES.
 - PLACE A 5-FOOT STEEL FENCE POSTS OR 4'x4' WOOD POST AT THE ENDS OF ALL SERVICE LINES.
 - CONTRACTOR SHALL PROVIDE SPECIAL BACKFILL MATERIAL FOR ALL LINES, INCLUDING THOSE INSTALLED BY DEL-CO WATER CO. INC., WHERE REQUIRED BY THE COUNTY OR CITY ENGINEER.
 - FIRE HYDRANTS:
 - FIRE HYDRANTS SHALL CONFORM TO AWWA C502 FOR DRY BARREL HYDRANTS.
 - MAIN VALVE: 5.25-INCH COMPRESSION.
 - NOZZLES:
 - THREADING: CONFORM TO NFPA NATIONAL STANDARD FIRE HOSE THREADS.
 - 1.5-INCH STEAMER, EXCEPT THE FOLLOWING LOCATIONS PROVIDE AN INTEGRAL STORZ CONNECTION: HARRINGTON HH550 OR EQUAL; BERKSHIRE, BERLIN, CONCORD, GENOA, KINGSTON, LIBERTY, ORANGE, PORTER, TRENTON, AND SCIOTO TOWNSHIPS; CITY OF POWELL; AND THE VILLAGES OF SUNBURY AND GALENA.
 - TWO 2.5-INCH HOSE CONNECTIONS.
 - INLET CONNECTION: 6-INCH MECHANICAL JOINT.
 - OPERATING NUT: 1.5-INCH PENTAGON, TURN COUNTERCLOCKWISE TO OPEN.
 - EXTENSIONS AND PARTS: SHALL BE MANUFACTURED BY THE ORIGINAL EQUIPMENT MANUFACTURER.
 - APPROVED MANUFACTURERS: MUELLER SUPER CENTURION 200, AMERICAN FLOW CONTROL B-84-B, CLOW MEDALLION, M&H MODEL 125M, AVK NOSTALGIC 2780, OR KENNEDY GUARDIAN K81D.
 - PAINTING: REPAINT ALL HYDRANTS AFTER INSTALLATION PER DEL-CO SUBDIVISION CONSTRUCTION STANDARDS MANUAL SECTION 02731, PART 2.06.
 - LIBERTY TOWNSHIP, POWELL, AND VILLAGE OF SUNBURY: SAFETY RED.
 - OTHER TOWNSHIPS: SAFETY YELLOW.
 - FIRE HYDRANTS LOCATED ON PRIVATE WATER LINES SHALL BE PAINTED INDUSTRIAL GREEN.
 - DISINFECT ALL WATER LINES IN ACCORDANCE WITH AWWA C651 AND DEL-CO SPECIFICATIONS.
 - PIPE INSTALLATION AND PRESSURE TESTING SHALL BE IN ACCORDANCE WITH AWWA C600 FOR DUCTILE IRON PIPE AND C605 FOR PLASTIC PIPE, AND DEL-CO SPECIFICATIONS.
 - CONTRACTOR SHALL PROVIDE ALL EQUIPMENT NECESSARY TO PERFORM PRESSURE TEST.
 - SCHEDULE TEST BETWEEN 8:00 AM AND 2:00 PM WEEKDAYS. NOTIFY DEL-CO 24 HOURS PRIOR TO TEST.
 - OBTAIN WRITTEN APPROVAL OF MATERIAL AND MANUFACTURERS LIST FROM DEL-CO WATER PRIOR TO BEGINNING CONSTRUCTION.
 - PROVIDE CASING PIPE FOR ALL ROAD CROSSINGS UNLESS OTHERWISE APPROVED BY DEL-CO. CASING PIPE SHALL BE STEEL PIPE WITH 0.375-INCH WALL THICKNESS, OR PVC C900 FOR WATER LINES 12-INCH DIA. OR LESS. CASINGS FOR WATER LINES LARGER THAN 12-INCH DIA. MAY BE AWWA C905.
 - EASEMENTS SHALL BE PROVIDED TO DEL-CO WATER BEFORE PERMISSION WILL BE GIVEN TO MAKE NEW SERVICE LINE CONNECTIONS.
 - CONNECTIONS TO EXISTING WATER LINES WILL BE MADE BY DEL-CO WATER AT THE CONTRACTOR'S EXPENSE, OR PERFORMED BY CONTRACTORS WHO ARE APPROVED FOR MAKING CONNECTIONS. NOTIFY ALL PROPERTY OWNERS, AND DEL-CO WATER, IN WRITING 48 HOURS BEFORE STARTING CONSTRUCTION.
 - CONTRACTOR SHALL EXCAVATE TO DETERMINE THE LOCATION AND DEPTH OF EXISTING WATER LINES WHEREVER COVER OVER THE WATER LINES IS BEING REDUCED. IF THE FINAL DEPTH OF THE WATERLINE WILL BE BELOW DEL-CO WATER STANDARDS, CONTRACTOR SHALL SUBMIT A RELOCATION PLAN FOR APPROVAL BY DEL-CO WATER, AND RELOCATE THE WATER LINE AT THEIR EXPENSE.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING THE WATER LINE PRIOR TO FINAL ACCEPTANCE BY DEL-CO WATER, AND REPAIRING ALL DAMAGES FROM CONSTRUCTION ACTIVITY.
 - DO NOT FILL NEW WATER LINES UNTIL APPROVED BY DEL-CO WATER CO.
 - BOOSTER PUMPS ARE NOT ALLOWED ON INDIVIDUAL SERVICES.
 - NORMAL WORKING PRESSURE SHALL NOT BE LESS THAN 35 PSI.

PLAN PREPARED BY:

PLAN PREPARED FOR:

CITY OF POWELL/ DELAWARE COUNTY, OHIO

Issue Dates:



422 Beacher Road
Gahanna, Ohio 43230
ph 614.428.7790
fax 614.428.7755

ADVANCED
CIVIL DESIGN
ENGINEERS & SURVEYORS

LEN PIVAR BUILDER LLC
165 THORNBURY LANE
POWELL, OHIO 430650

HARPER'S POINTE

FINAL DEVELOPMENT PLAN

FOR

LEN PIVAR BUILDER INC

GENERAL NOTES

Date: 03/28/2017

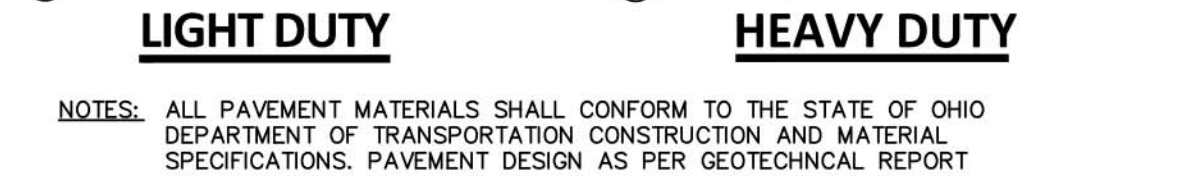
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Drawn By: CWH

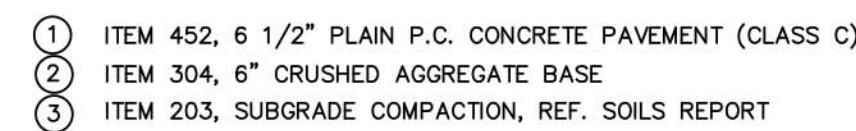
Checked By: TMW

Project Number:
13-0001-591

Drawing Number:
2 / 8

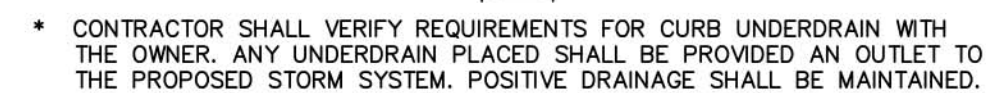


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1. 4000 PSI COMPRESSIVE STRENGTH, 600 PSI FLEXURAL STRENGTH.
2. 5-7% ENTRAINED AIR WITH APPROVED WATER-REDUCING AND RETARDING ADMIXTURES.
3. CONSTRUCTION JOINTS SHALL BE SPECIFIED BY CONTRACTOR AS A PART OF THE CONTRACT BID.
4. CONCRETE PAVING SHALL HAVE A LIGHT BROOM FINISH.
5. CURING COMPOUND SHALL BE APPLIED AS PER CMSM ITEM 451.10.

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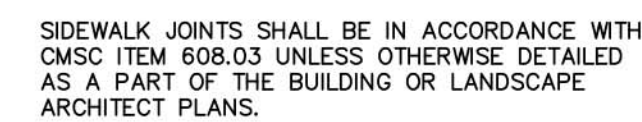
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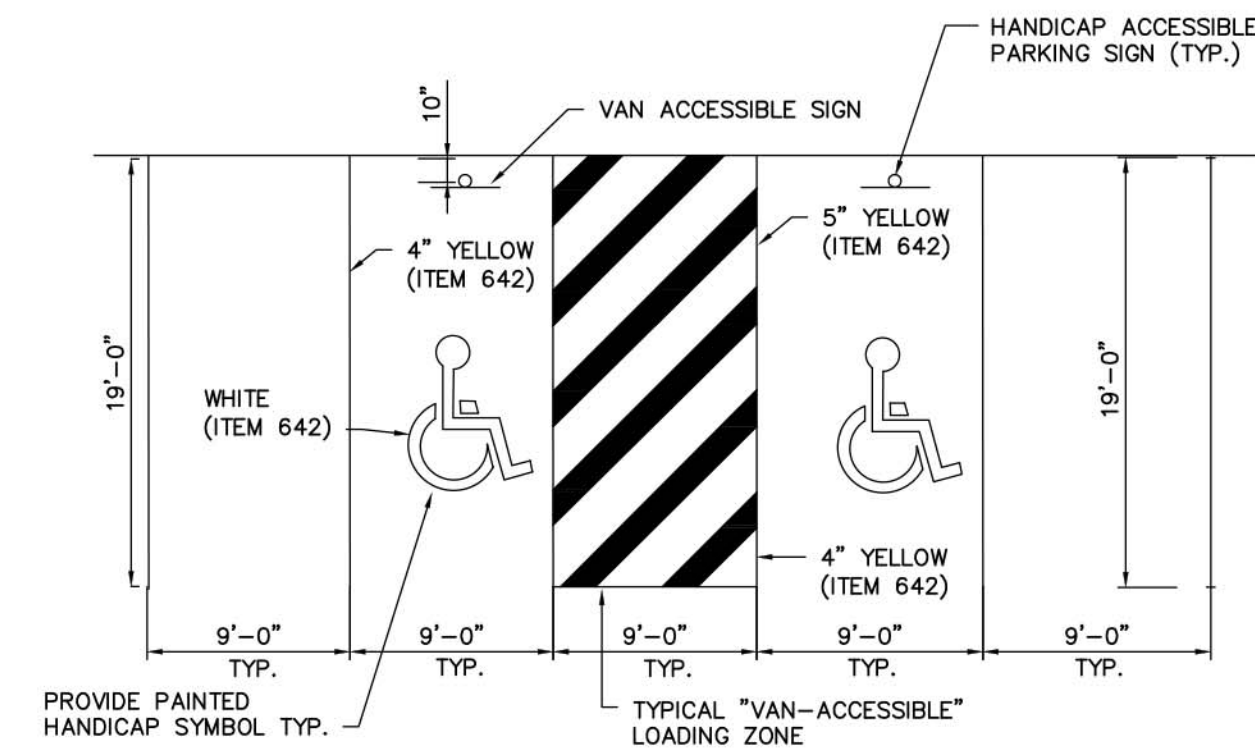
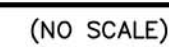
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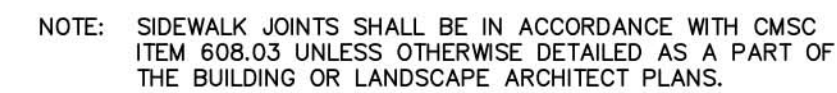
* : CONSTRUCTION JOINTS MAY BE SAWED OR TOOLED AS DIRECTED BY THE CONSTRUCTION MANAGER.



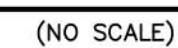
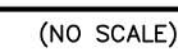
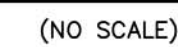
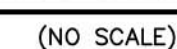
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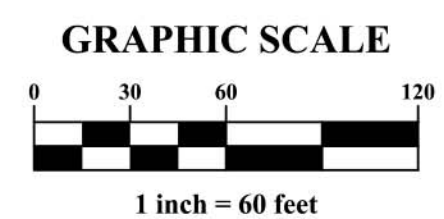
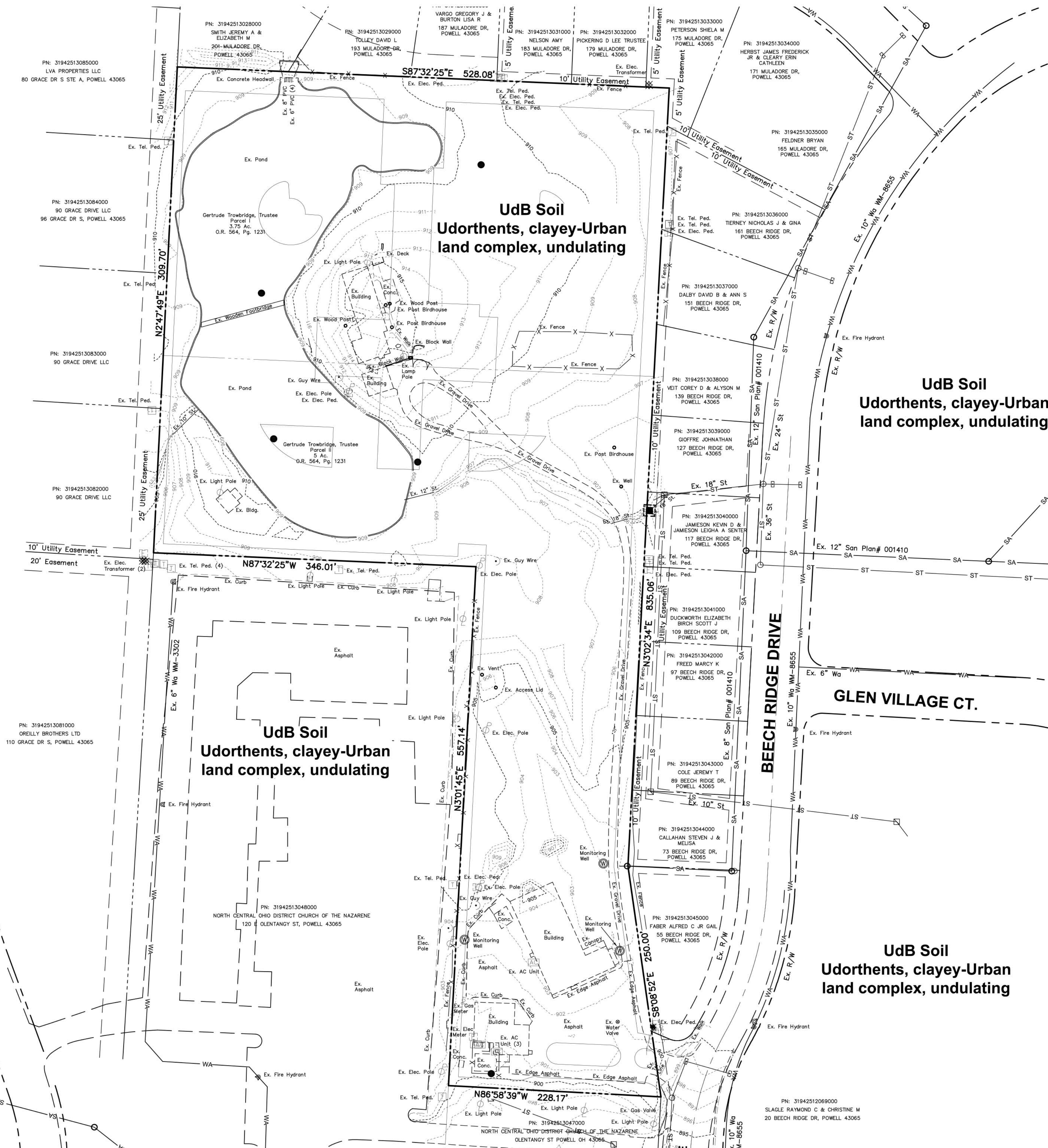
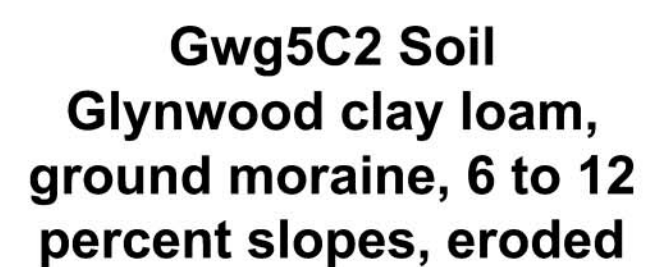
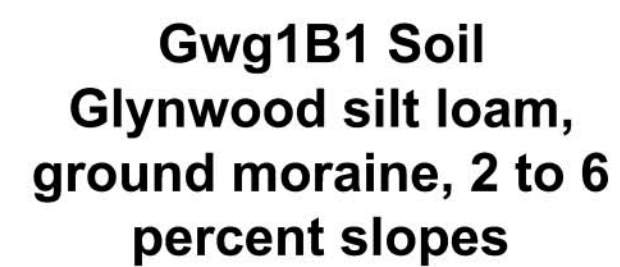


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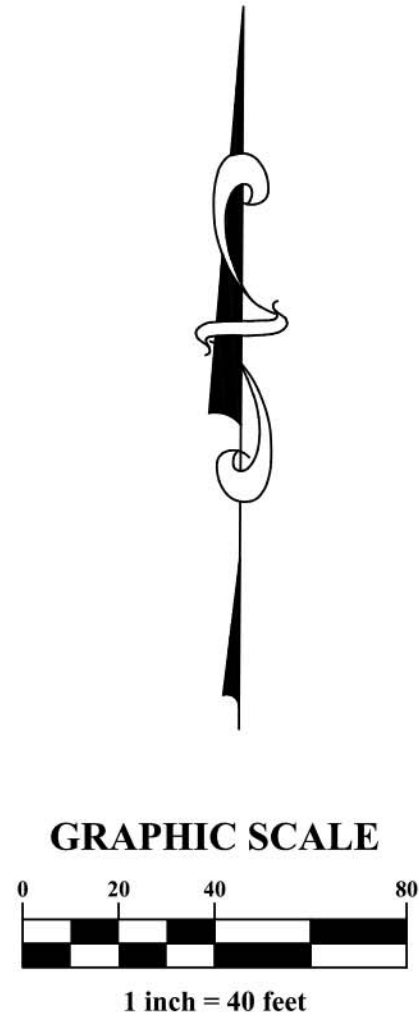
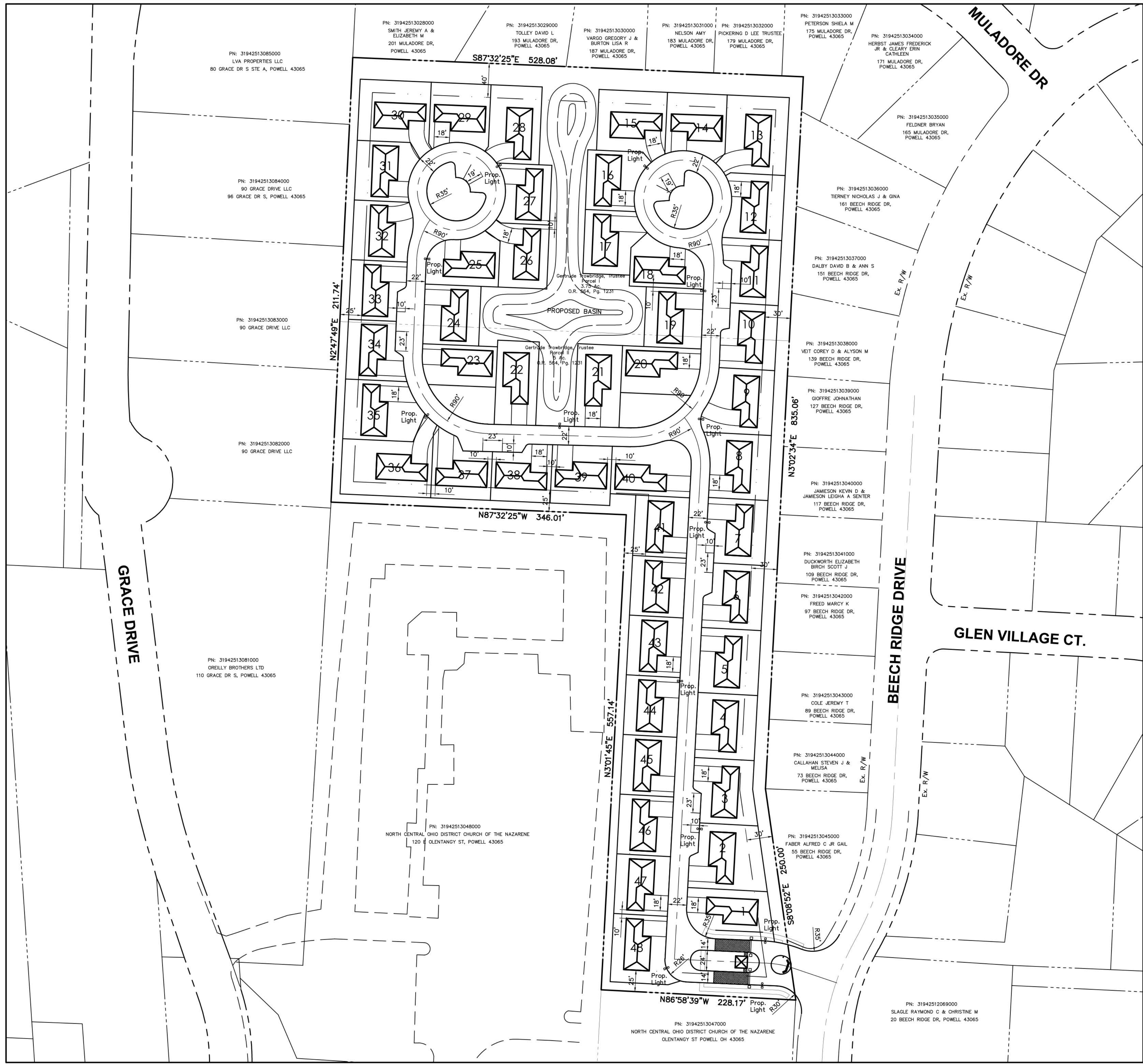


EXHIBIT E-1

PLAN PREPARED FOR: LEN PIVAR BUILDER LLC 165 THORNBURY LANE POWELL, OHIO 430650		CITY OF POWELL/ DELAWARE COUNTY, OHIO HARPER'S POINTE FINAL DEVELOPMENT PLAN FOR LEN PIVAR BUILDER INC SITE PLAN		Issue Dates: Date: 03/28/2017 Scale: N/A Drawn By: CWH Checked By: TMW Project Number: 13-0001-591 Drawing Number: 5 / 8	
PLAN PREPARED BY: ADVANCED CIVIL DESIGN ENGINEERS & SURVEYORS 422 Beecher Road Gallama, Ohio 43230 ph 614.428.7750 fax 614.428.7755					

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GRACE DRIVE

PN: 31942513081000
O'REILLY BROTHERS LTD
110 GRACE DR S, POWELL 43065

PN: 31942513083000
90 GRACE DRIVE LLC

PN: 31942513084000
90 GRACE DRIVE LLC
96 GRACE DR S, POWELL 43065

PN: 31942513085000
LVA PROPERTIES LLC
80 GRACE DR S STE A, POWELL 43065

PN: 31942513048000
NORTH CENTRAL OHIO DISTRICT CHURCH OF THE NAZARENE
120 OLENTANGY ST, POWELL 43065

PN: 31942513047000
NORTH CENTRAL OHIO DISTRICT
CHURCH OF THE NAZARENE
OLENTANGY ST POWELL OH 43065

PN: 31942512069000
SLAGLE RAYMOND C & CHRISTINE M
20 BEECH RIDGE DR, POWELL 43065

PN: 31942513045000
FABER ALFRED C JR GAIL
55 BEECH RIDGE DR,
POWELL 43065

PN: 31942513044000
CALLAHAN STEVEN J &
MELISA
73 BEECH RIDGE DR,
POWELL 43065

PN: 31942513042000
FREED MARCY K
97 BEECH RIDGE DR,
POWELL 43065

PN: 31942513041000
DUCKWORTH ELIZABETH
BIRCH SCOTT J
109 BEECH RIDGE DR,
POWELL 43065

PN: 31942513040000
JAMESON KEVIN D &
JAMESON LEIGHA A SENTER
117 BEECH RIDGE DR,
POWELL 43065

PN: 31942513039000
GIOFFRE JOHNATHAN
127 BEECH RIDGE DR,
POWELL 43065

PN: 31942513038000
VEIT COREY D & ALYSON M
139 BEECH RIDGE DR,
POWELL 43065

PN: 31942513037000
DALBY DAVID B & ANN S
151 BEECH RIDGE DR,
POWELL 43065

PN: 31942513036000
TIERNEY NICHOLAS J & GINA
161 BEECH RIDGE DR,
POWELL 43065

PN: 31942513035000
FELDER BRYAN
165 MULADORE DR,
POWELL 43065

PN: 31942513034000
HERBST JAMES FREDERICK
JR & CLEARY ERIN
CATHLEEN
171 MULADORE DR,
POWELL 43065

PN: 31942513033000
PETERSON SHELIA M
175 MULADORE DR,
POWELL 43065

PN: 31942513032000
POKERING D LEE TRUSTEE
179 MULADORE DR,
POWELL 43065

PN: 31942513031000
NELSON AMY
183 MULADORE DR,
POWELL 43065

PN: 31942513030000
VARGO GREGORY J &
BURTON LISA R
187 MULADORE DR,
POWELL 43065

PN: 31942513029000
TOLLEY DAVID L
193 MULADORE DR,
POWELL 43065

PN: 31942513028000
SMITH JEREMY A &
ELIZABETH M
201 MULADORE DR,
POWELL 43065

GRAPHIC SCALE

0 30 60 120

1 inch = 60 feet

NOTE:
STORM WATER MANAGEMENT, BOTH WATER QUALITY AND QUANTITY, SHALL
BE PROVIDED IN ACCORDANCE WITH THE CITY OF POWELL, AND THE STATE
OF OHIO EPA REQUIREMENTS. STORM WATER MANAGEMENT SHALL BE
PROVIDED WITH PARKING LOT SURFACE STORAGE, PIPE STORAGE, AND
WITHIN THE PROPOSED WETLAND BASIN.

LEGEND

- SA PROP. SANITARY SEWER
- ST PROP. STORM SEWER
- WA PROP. WATERLINE
- SA EX. SANITARY SEWER
- ST EX. STORM SEWER
- WA EX. WATERLINE
- G EX. GAS
- E EX. ELECTRIC
- PROP. STORM MH
- PROP. STORM CATCH BASIN
- PROP. SANITARY MH
- PROP. FIREHYDRANT
- PROP. WATER VALVE

EXHIBIT E-1

Issue Dates:

Date: 03/28/2017
Scale: N/A

Drawn By: CWH
Checked By: TMW

Project Number:
13-0001-591

Drawing Number:

6 / 8

CITY OF POWELL/ DELAWARE COUNTY, OHIO

HARPER'S POINTE

FINAL DEVELOPMENT PLAN

FOR

LEN PIVAR BUILDER INC

GRADING

PLAN PREPARED BY:

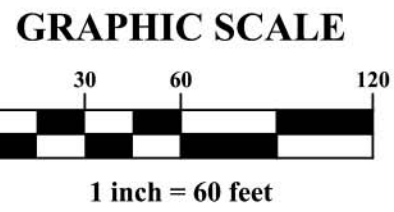
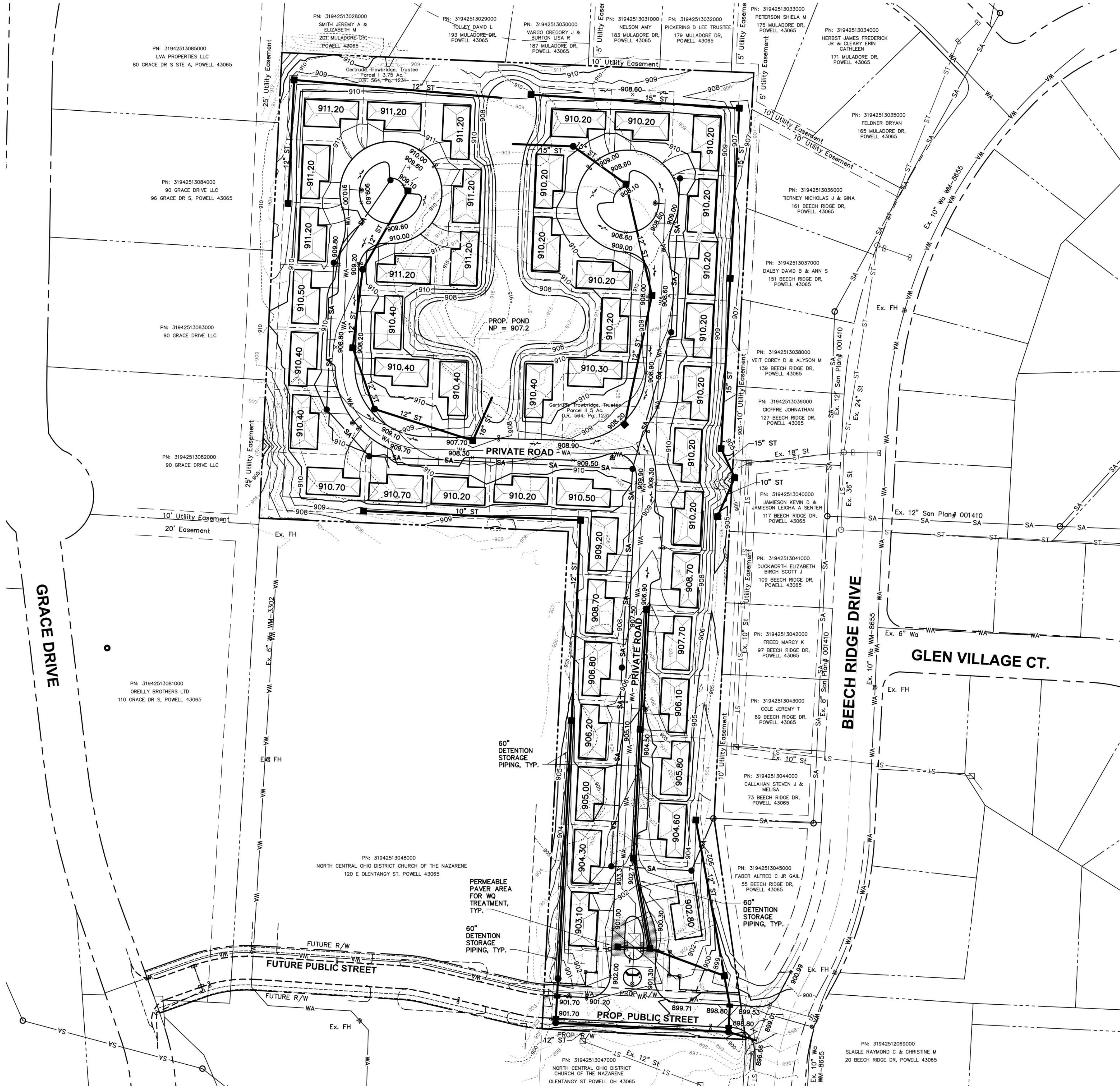
LEN PIVAR BUILDER LLC
165 THORNBURY LANE
POWELL, OHIO 430650



422 Becher Road
Gallama, Ohio 43230
ph 614.428.7750
fax 614.428.7755

ENGINEERS & SURVEYORS

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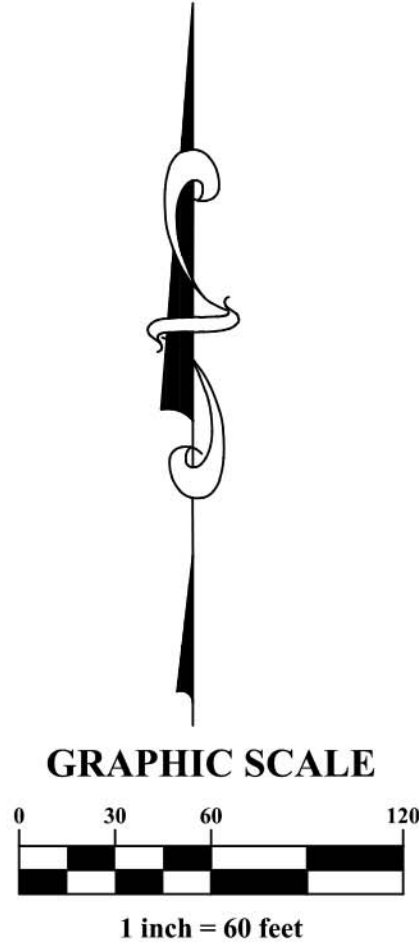
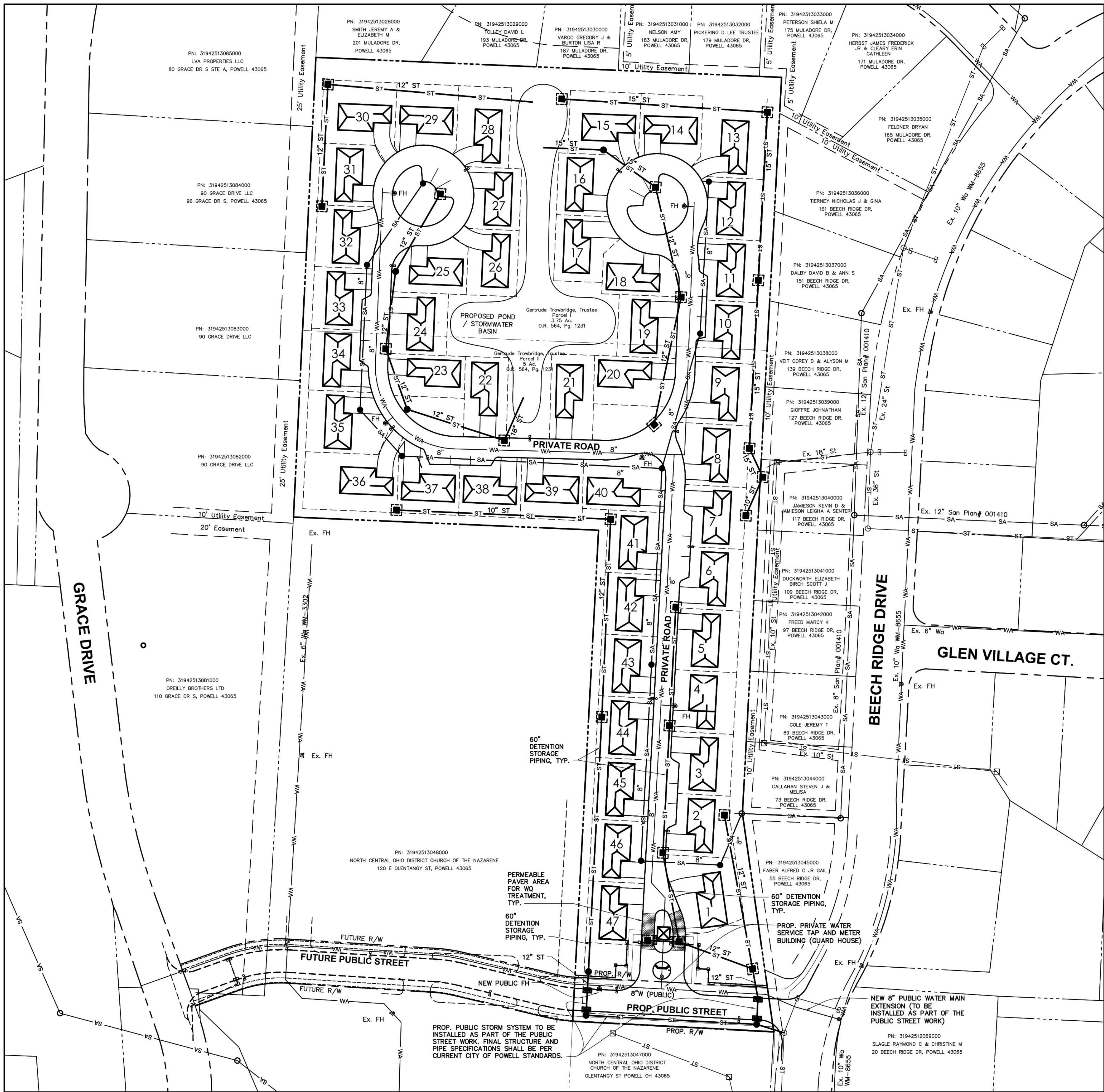
NOTE:
STORM WATER MANAGEMENT, BOTH WATER QUALITY AND QUANTITY, SHALL BE PROVIDED IN ACCORDANCE WITH THE CITY OF POWELL AND THE STATE OF OHIO EPA REQUIREMENTS. STORM WATER MANAGEMENT SHALL BE PROVIDED WITH PARKING LOT SURFACE STORAGE, PIPE STORAGE, AND WITHIN THE PROPOSED WETLAND BASIN.

- LEGEND**
- SA PROP. SANITARY SEWER
 - ST PROP. STORM SEWER
 - WA PROP. WATERLINE
 - SA EX. SANITARY SEWER
 - ST EX. STORM SEWER
 - WA EX. WATERLINE
 - G EX. GAS
 - E EX. ELECTRIC
 - PROP. STORM MH
 - PROP. STORM CATCH BASIN
 - PROP. SANITARY MH
 - PROP. FIREHYDRANT
 - PROP. WATER VALVE

PLAN PREPARED BY: ADVANCED CIVIL DESIGN ENGINEERS SURVEYORS 422 Beecher Road Gahanna, Ohio 43230 ph 614.428.7750 fax 614.428.7755	
PLAN PREPARED FOR: LEN PIVAR BUILDER LLC 165 THORNBURY LANE POWELL, OHIO 430650	
CITY OF POWELL / DELAWARE COUNTY, OHIO HARPER'S POINTE FINAL DEVELOPMENT PLAN FOR LEN PIVAR BUILDER INC GRADING (PUBLIC STREET ALTERNATE)	
Issue Dates:	
Date: 03/28/2017 Scale: N/A	
Drawn By: CWH	Checked By: TMW
Project Number: 13-0001-591	
Drawing Number: 6.1 / 8	


EXHIBIT E-1

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- LEGEND**
- SA PROP. SANITARY SEWER
 - ST PROP. STORM SEWER
 - WA PROP. WATERLINE
 - SA EX. SANITARY SEWER
 - ST EX. STORM SEWER
 - WA EX. WATERLINE
 - G EX. GAS
 - E EX. ELECTRIC
 - PROP. STORM MH
 - PROP. STORM CATCH BASIN
 - PROP. SANITARY MH
 - PROP. FIREHYDRANT
 - PROP. WATER VALVE

EXHIBIT E-1

PLAN PREPARED BY:  ADVANCED CIVIL DESIGN ENGINEERS SURVEYORS 422 Beecher Road Gahanna, Ohio 43230 ph 614.428.7750 fax 614.428.7755	
PLAN PREPARED FOR: LEN PIVAR BUILDER LLC 165 THORNBURY LANE POWELL, OHIO 430650	
CITY OF POWELL / DELAWARE COUNTY, OHIO HARPER'S POINTE FINAL DEVELOPMENT PLAN FOR LEN PIVAR BUILDER INC UTILITY (PUBLIC STREET ALTERNATE)	
Issue Dates:	
Date: 03/28/2017 Scale: N/A	
Drawn By: CWH	Checked By: TMW
Project Number: 13-0001-591	
Drawing Number: 7.1 / 8	

EROSION AND SEDIMENT CONTROL NARRATIVE

PLAN ENGINEER: ADVANCED CIVIL DESIGN, INC.
422 BEECHER ROAD
GAHANNA, OH 43230
PH (614) 428-7750
FAX (614) 428-7755
CONTACT: TOM WARNER
EMAIL: TWARNER@ADVANCEDCIVILDESIGN.COM

SITE MANAGER: LEN PIVAR BUILDER LLC
DBA ARLINGTON HOMES
165 THORNBURY LANE
POWELL, OHIO 43065

PROPERTY OWNER: LEN PIVAR BUILDER LLC
DBA ARLINGTON HOMES
165 THORNBURY LANE
POWELL, OHIO 43065

SITE CONTACT: LEN PIVAR BUILDER LLC
DBA ARLINGTON HOMES
165 THORNBURY LANE
POWELL, OHIO 43065

EXISTING SITE DESCRIPTION: THE SITE IS A WOODED LOT WITH AN EXISTING STRUCTURE ONSITE.
OVERALL SITE ACREAGE: 8.26 ACRES

EXISTING SITE DRAINAGE CONDITION: THE EXISTING SITE DRAINS VIA OVERLAND SHEET FLOW TO THE SOUTH INTO A STORM SEWER SYSTEM WITHIN THE EXISTING SUBDIVISION TO THE SOUTH.

ADJACENT AREAS: THE SITE IS BOUNDED BY WEST OLENTANGY STREET TO THE NORTH, A SINGLE FAMILY SUBDIVISION TO THE SOUTH, RAILROAD TRACKS TO THE EAST & A COMMERCIAL PARCEL TO THE WEST

CRITICAL AREAS: THE SITE IS A WOODED PARCEL AND EFFORT SHOULD BE MADE TO PRESERVE EVERY TREE POSSIBLE.

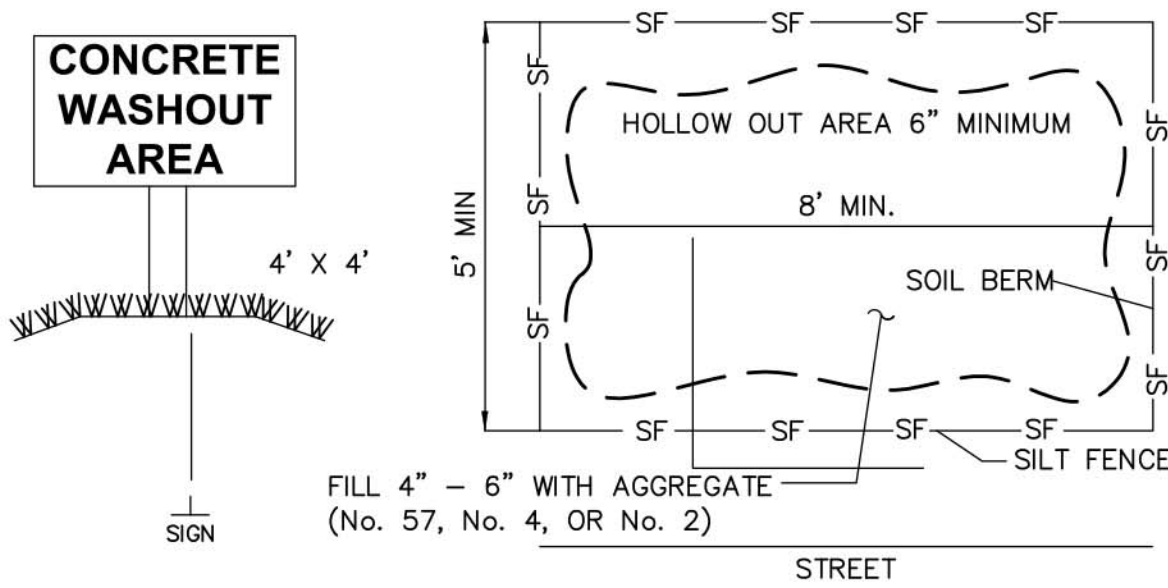
EROSION & SEDIMENT CONTROL MEASURES: EROSION AND SEDIMENT RUNOFF WILL BE CONTROLLED BY THE USE OF SEDIMENT FENCE AND INLET PROTECTION. INLET PROTECTION AT ALL EXISTING INLETS SHALL BE PLACED AS A PART OF THE SITE MASS EXCAVATION.

MAINTENANCE: MAINTENANCE OF THE EROSION & SEDIMENT CONTROL ITEMS SHALL BE IN ACCORDANCE WITH THE NOTES LISTED WITHIN THIS PLAN.

- CONSTRUCTION SEQUENCE: (EROSION & SED. CONTROL)
- OBTAIN PROPER CITY OF POWELL, COUNTY, STATE, AND FEDERAL PERMITS.
 - PRIOR TO CONSTRUCTION THE OWNER/OPERATOR SHALL COORDINATE WITH ALL CONTRACTORS AND THE CITY OF POWELL ENGINEER AS REQUIRED.
 - THE CONTRACTOR SHALL CALL THE OHIO UTILITIES PROTECTION SERVICE (OUPS) AT 1-800-362-2764 FORTY-EIGHT (48) HOURS IN ADVANCE OF ANTICIPATED START OF CONSTRUCTION, AND SHALL NOTIFY ALL UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO WORK IN THE VICINITY OF THEIR LINES.
 - ESTABLISH THE TEMPORARY CONSTRUCTION ENTRANCE INTO THE SITE PER DETAIL ON THIS SHEET.
 - THE CONTRACTOR SHALL INSTALL ORANGE CONSTRUCTION FENCE AROUND ALL PROTECTION AREAS (PRESERVED TREES) PRIOR TO COMMENCEMENT OF WORK.
 - CLEAR NECESSARY VEGETATION FOR THE INSTALLATION OF THE PERIMETER SEDIMENT FENCE.
 - WHILE PERFORMING SITE GRADING ACTIVITIES, DISTURBED AREAS SHALL BE SEEDED WITHIN 7 DAYS OF CONSTRUCTION. DRAINAGE SHALL BE DIRECTED TO A FILTERING FACILITY AT ALL TIMES DURING CONSTRUCTION. TOPSOIL SHALL BE STOCKPILED FOR LATER RE-SPREAD OR HAULED OFFSITE.
 - AS EACH AREA IS DISTURBED AND MOUNDING TAKES PLACE IN ORDER TO PROVIDE COMPACTION AND PLACEMENT OF FILL ACROSS THE SITE, EROSION CONTROL MEASURES SHALL BE USED. STOCKPILES SHALL BE SURROUNDED BY SEDIMENT FENCE AND TEMPORARY SEEDING APPLIED.
 - SEED AND MULCH THE SITE ACCORDING TO THE TEMPORARY AND PERMANENT SEEDING REQUIREMENTS TO REESTABLISH ALL DENUED AREAS.
 - THE CONTRACTOR SHALL REMOVE AND DISPOSE OF THE TEMPORARY EROSION CONTROL DEVICES ONLY AFTER ALL AREAS HAVE BEEN PAVED AND/OR SEEDED/MULCHED. AFTER REMOVAL OF THE EROSION CONTROL DEVICES, THE CONTRACTOR SHALL CLEAN ALL INLETS AND STORM SEWER PIPES OF ALL SEDIMENT INCURRED DURING CONSTRUCTION

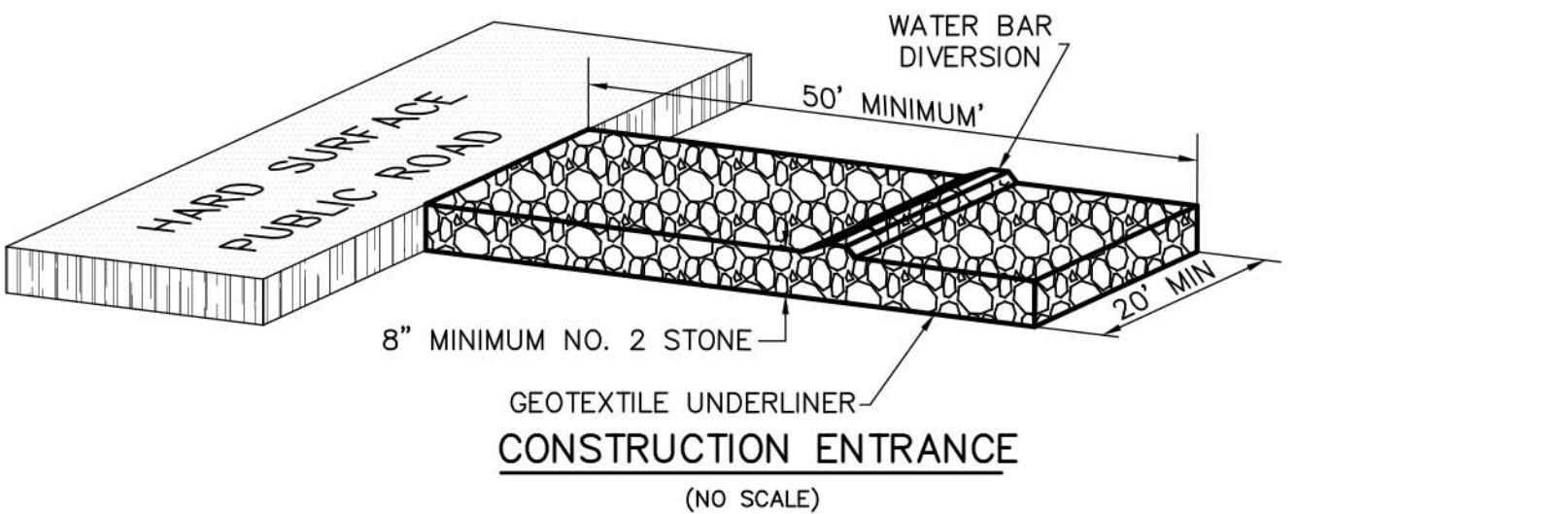
CONTRACTOR RESPONSIBILITY: DETAILS HAVE BEEN PROVIDED ON THE PLANS IN AN EFFORT TO HELP THE CONTRACTOR PROVIDE EROSION AND SEDIMENTATION CONTROL. THE DETAILS SHOWN ON THE PLAN SHALL BE CONSIDERED A MINIMUM. ADDITIONAL OR ALTERNATE DETAILS MAY BE FOUND IN THE S.C.S. MANUAL "WATER MANAGEMENT AND SEDIMENT CONTROL FOR URBANIZING AREAS." THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR PROVIDING NECESSARY AND ADEQUATE MEASURES FOR PROPER CONTROL OF EROSION AND SEDIMENT RUNOFF FROM THE SITE ALONG WITH PROPER MAINTENANCE AND INSPECTION IN COMPLIANCE WITH THE NPDES GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY.

CONCRETE WASHOUT AREA



CONCRETE WASHOUT AREA

ENTRANCE SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MUD AND DIRT TRACKED ONTO PUBLIC ROADWAY. PERIODIC STREET CLEANING MAY BE REQUIRED AND SHOULD BE INCLUDED IN THE BID PRICE FOR ITEM 207, EROSION AND SEDIMENT CONTROL.



GENERAL EROSION AND SEDIMENT CONTROL NOTES

PERMANENT OR TEMPORARY SOIL STABILIZATION SHALL BE APPLIED TO DENUED AREAS WITHIN SEVEN DAYS AFTER FINAL PROPOSED GRADE IS REACHED ON ANY PORTION OF THE SITE. ALL DENUED AREAS SHALL BE CONSTRUCTED TO FINAL PROPOSED GRADE AS QUICKLY AS POSSIBLE AND SHOULD NOT BE LEFT DORMANT UNLESS SITE CONDITIONS DO NOT ALLOW FINAL GRADING TO BE COMPLETED. SOIL STABILIZATION SHALL ALSO BE APPLIED WITHIN SEVEN DAYS TO DENUED AREAS WHERE GRADING MAY NOT BE COMPLETE, BUT WILL REMAIN DORMANT (UNDISTURBED) FOR LONGER THAN FORTY-FIVE DAYS.

SHEET FLOW RUNOFF FROM DENUED AREAS SHALL BE FILTERED OR DIVERTED TO A SETTLING FACILITY.

SEDIMENT BARRIERS SUCH AS SEDIMENT FENCE OR DIVERSIONS TO SETTLING FACILITIES SHALL PROTECT ADJACENT PROPERTIES AND WATER RESOURCES FROM SEDIMENT TRANSPORTED BY SHEET FLOW.

PRIOR TO CONSTRUCTION OPERATIONS IN A PARTICULAR AREA, ALL SEDIMENTATION AND EROSION CONTROL FEATURES SHALL BE IN PLACE. FIELD ADJUSTMENTS WITH RESPECT TO LOCATIONS AND DIMENSIONS MAY BE MADE BY THE ENGINEER.

THE CONTRACTOR SHALL PLACE INLET PROTECTION FOR THE EROSION CONTROL IMMEDIATELY AFTER CONSTRUCTION OF THE CATCH BASINS OR INLETS WHICH ARE NOT TRIBUTARY TO A SEDIMENT BASIN OR DAM.

THE LIMITS OF SEEDING AND MULCHING WILL EXTEND OVER THE PROJECT AREA IN ACCORDANCE WITH THE LEVEL OF DISTURBANCE ASSOCIATED WITH THE ACTUAL CONSTRUCTION SEQUENCE. ALL AREAS NOT DESIGNATED TO BE SEEDED SHALL REMAIN UNDER NATURAL GROUND COVER. THOSE AREAS DISTURBED OUTSIDE THE SEEDING LIMITS SHALL BE SEEDED AND MULCHED AT THE CONTRACTOR'S EXPENSE.

TEMPORARY SEEDING

Area requiring temporary stabilization	Time frame to apply erosion controls
Any disturbance areas within 50 feet of a surface water of the State and not at final grade	Within two days of the most recent disturbance if the area will remain idle for more than 21 days
For all construction activities, any disturbed areas that will be dormant for more than 21 days but less than one year, and not within 50 feet of a surface water of the State	Within seven days of the most recent disturbance within the area For residential subdivisions, disturbed areas must be stabilized at least seven days prior to transfer of permit coverage for the individual lot(s)
Disturbed areas that will be idle over winter	Prior to the onset of winter weather

PERMANENT SEEDING

Area requiring Permanent stabilization	Time frame to apply erosion controls
Any area that will lie dormant for one year or more	Within seven days of the most recent disturbance
Any areas within 50 feet of a surface water of the State and at final grade	Within two days of reaching final grade
Any other areas at final grade	Within seven days of reaching final grade within that area

DESCRIPTION	DATES	RECOMMENDED APPLICATION RATE (OR EQUIVALENT) AS SPECIFIED IN RAINWATER & LAND DEVELOPMENT	
PERMANENT SEEDING	MARCH 1-SEPT 30	GENERAL USE	MIX OF - CREEPING RED FESCUE @ 20-40 LB/AC DOMESTIC RYEGRASS @ 10-20 LB/AC KENTUCKY BLUEGRASS @ 10-20 LB/AC
		STEEP BANKS	TALL FESCUE @ 40 LB/AC
		ROAD DITCHES	
TEMPORARY SEEDING	MARCH 1-SEPT 30	MIX OF - PERENNIAL RYEGRASS @ 40 LB/AC TALL FESCUE @ 40 LB/AC ANNUAL RYEGRASS @ 40 LB/AC	
DORMANT SEEDING	OCT 1-NOV 20	PREPARE SEEDED, ADD LIME & FERTILIZER, THEN MULCH. FROM NOV 21 THROUGH MARCH 15, APPLY THE SELECTED SEED MIXTURE AT A 50% INCREASE IN RATE	
	NOV 20-MARCH 15	PREPARE SEEDED, ADD LIME & FERTILIZER, APPLY THE SELECTED SEED MIXTURE AT A 50% INCREASE IN RATE, THEN MULCH	
MULCH	ANY TIME OF YEAR	STRAW	2 TONS/AC OR 90 LB/1000FT
		HYDROSEED (WOOD CELLULOSE FIBER)	1 TON/AC OR 46 LB/1000FT

MAINTENANCE: IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE SEDIMENT CONTROL FEATURES USED ON THIS PROJECT. THE SITE SHALL BE INSPECTED EVERY 7 DAYS AND WITHIN 24 HOURS OF A STORM EVENT GREATER THAN 0.5" PER 24 HOUR PERIOD. RECORDS OF THESE INSPECTIONS SHALL BE KEPT AND MADE AVAILABLE TO JURISDICTIONAL AGENCIES IF REQUESTED. ANY SEDIMENT OR DEBRIS WHICH HAS REDUCED THE EFFICIENCY OF A STRUCTURE SHALL BE REMOVED IMMEDIATELY. SHOULD A STRUCTURE OR FEATURE BECOME DAMAGED, THE CONTRACTOR SHALL REPAIR OR REPLACE AT NO ADDITIONAL COST TO THE OWNER.

SCHEDULE: THE CONTRACTOR SHALL PROVIDE A SCHEDULE OF OPERATIONS TO THE CONSTRUCTION MANAGER. SEDIMENTATION AND EROSION CONTROL FEATURES SHALL BE PLACED IN ACCORDANCE WITH THIS SCHEDULE.

CONTRACTOR RESPONSIBILITY

DETAILS HAVE BEEN PROVIDED ON THE PLANS IN AN EFFORT TO HELP THE CONTRACTOR PROVIDE EROSION AND SEDIMENTATION CONTROL. THE DETAILS SHOWN ON THE PLAN SHALL BE CONSIDERED A MINIMUM. ADDITIONAL OR ALTERNATE DETAILS MAY BE FOUND IN THE S.C.S. MANUAL "WATER MANAGEMENT AND SEDIMENT CONTROL FOR URBANIZING AREAS." THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR PROVIDING NECESSARY AND ADEQUATE MEASURES FOR PROPER CONTROL OF EROSION AND SEDIMENT RUNOFF FROM THE SITE ALONG WITH PROPER MAINTENANCE AND INSPECTION IN COMPLIANCE WITH THE NPDES GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY.

THE CONTRACTOR SHALL PROVIDE A SCHEDULE OF OPERATIONS TO THE OWNER. THE SCHEDULE SHOULD INCLUDE A SEQUENCE OF THE PLACEMENT OF THE SEDIMENTATION AND EROSION CONTROL MEASURES THAT PROVIDES FOR CONTINUAL PROTECTION OF THE SITE THROUGHOUT THE EARTH MOVING ACTIVITIES.

THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT OFF-SITE TRACKING OF SEDIMENTS BY VEHICLES AND EQUIPMENT IS MINIMIZED. ALL SUCH OFF-SITE SEDIMENT SHALL BE CLEANED UP DAILY.

SEDIMENT FENCE NOTES

SILT FENCE: THIS SEDIMENT BARRIER UTILIZES STANDARD STRENGTH OR EXTRA STRENGTH SYNTHETIC FILTER FABRICS. IT IS DESIGNED FOR SITUATIONS IN WHICH ONLY SHEET OR OVERLAND FLOWS ARE EXPECTED.

- THE HEIGHT OF A SILT FENCE SHALL NOT EXCEED 36-INCHES (HIGHER FENCES MAY IMPOUND VOLUMES OF WATER SUFFICIENT TO CAUSE FAILURE OF THE STRUCTURE).
- THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS. WHEN JOINTS ARE NECESSARY, FILTER CLOTH SHALL BE SPLICED TOGETHER ONLY AT A SUPPORT POST, WITH A MINIMUM OF A 6 INCH OVERLAP, AND SECURELY SEALED.
- POSTS SHALL BE SPACED A MAXIMUM OF 10 FEET APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND (MINIMUM OF 12-INCHES). WHEN EXTRA STRENGTH FABRIC IS USED WITHOUT THE WIRE SUPPORT FENCE, POST SPACING SHALL NOT EXCEED 6 FEET.
- A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4-INCHES WIDE AND 4 INCHES DEEP ALONG THE LINE OF POSTS AND UPSLOPE FROM THE BARRIER.
- WHEN STANDARD STRENGTH FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1-INCH LONG, TIE WIRES OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2-INCHES AND SHALL NOT EXTEND MORE THAN 36-INCHES ABOVE THE ORIGINAL GROUND SURFACE.
- THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE, AND 8-INCHES OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36-INCHES ABOVE THE ORIGINAL GROUND SURFACE. FILTER FABRIC SHALL NOT BE STAPLED TO EXISTING TREES.
- WHEN EXTRA STRENGTH FILTER FABRIC AND CLOSER POST SPACING ARE USED, THE WIRE MESH SUPPORT FENCE MAY BE ELIMINATED. IN SUCH A CASE, THE FILTER FABRIC IS STAPLED OR WIRED DIRECTLY TO THE POSTS WITH ALL OTHER PROVISIONS OF ITEM NO. 6 APPLYING.
- THE TRENCH SHALL BE BACKFILLED AND SOIL COMPACTED OVER THE FILTER FABRIC.
- SILT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY STABILIZED.

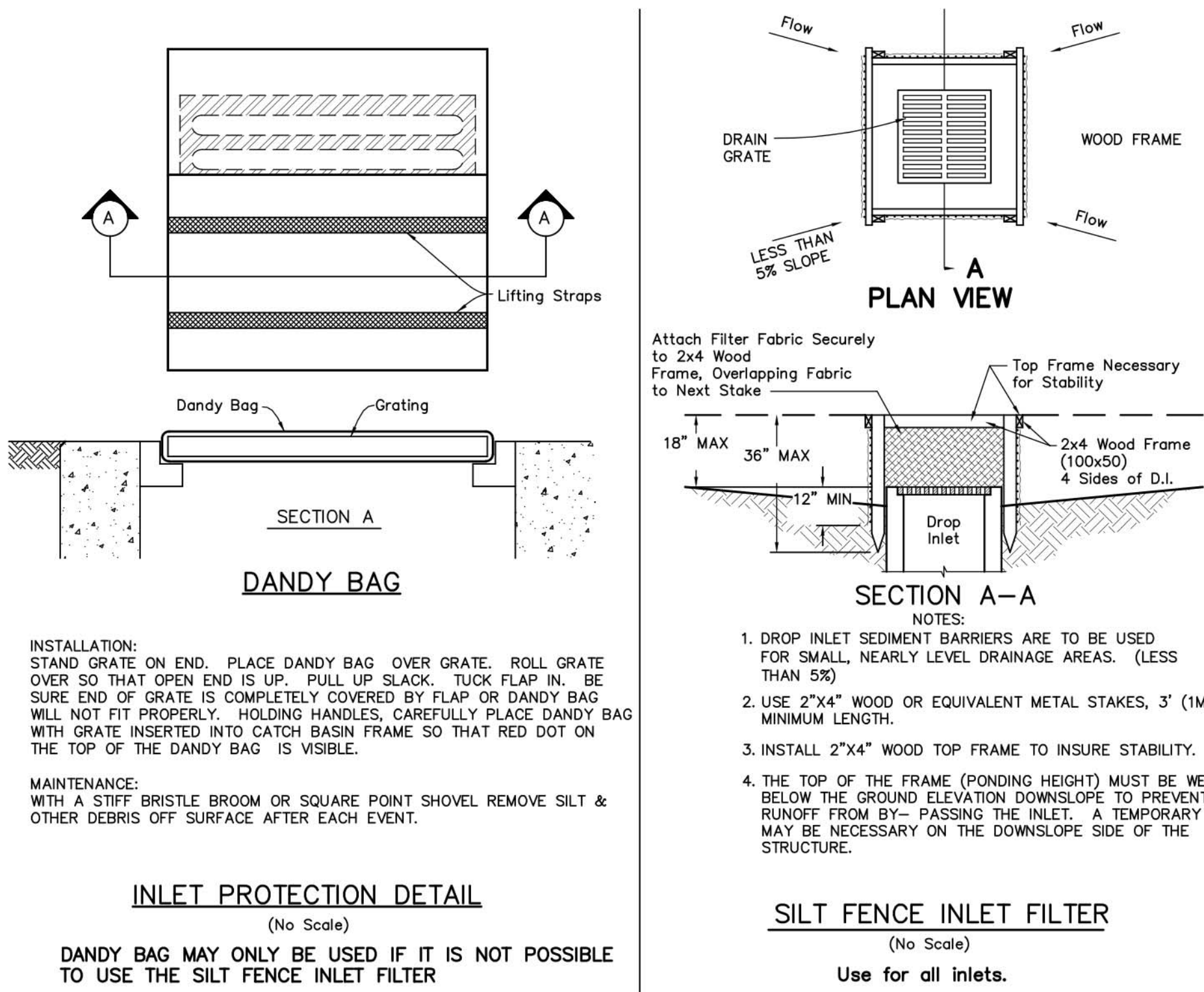
SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.

MAINTENANCE

SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER IS STILL NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.

SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.

ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDED.



INLET PROTECTION DETAIL

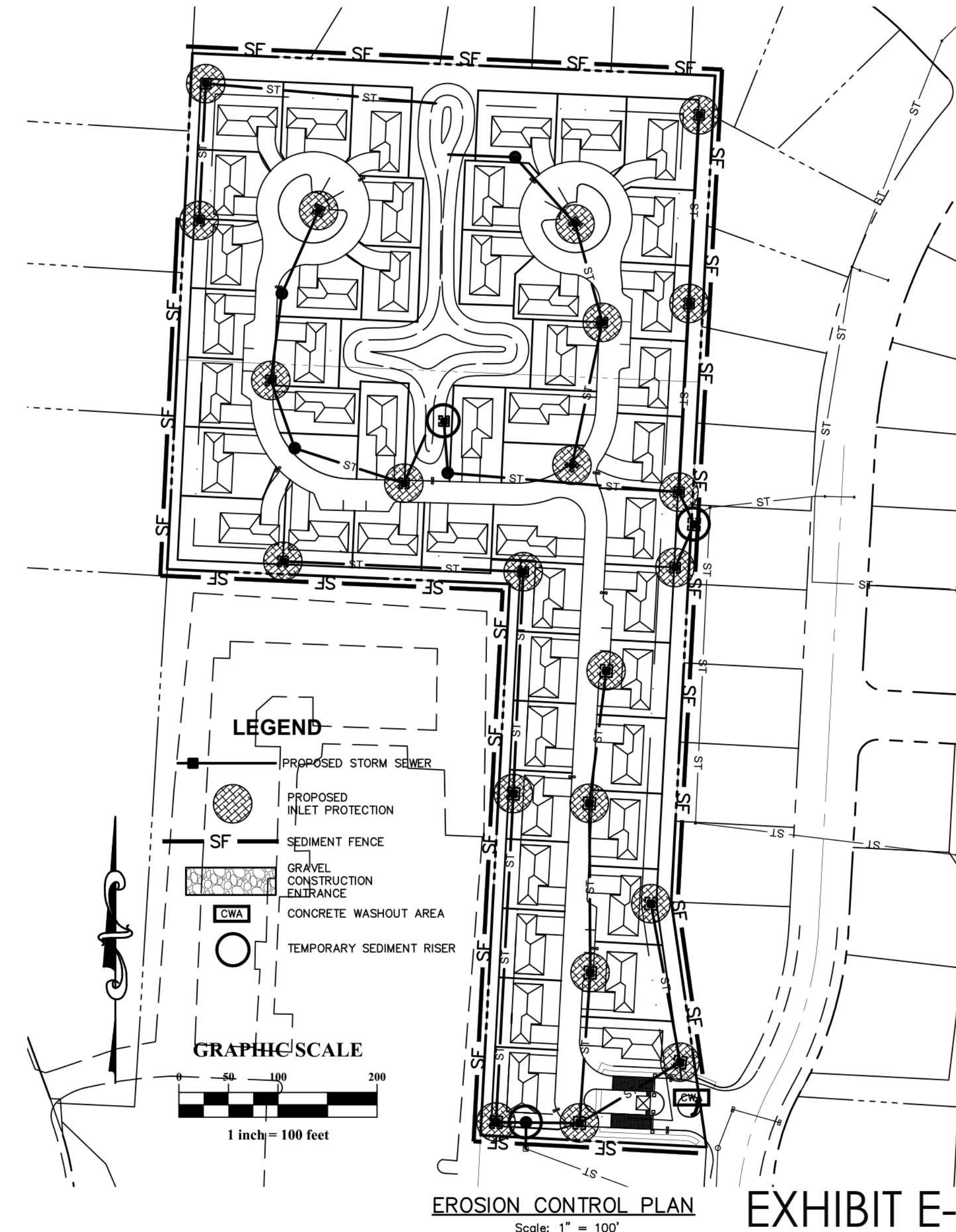
(No Scale)

DANDY BAG MAY ONLY BE USED IF IT IS NOT POSSIBLE TO USE THE SILT FENCE INLET FILTER

SILT FENCE INLET FILTER

(No Scale)

Use for all inlets.



PLAN PREPARED BY:
ADVANCED CIVIL DESIGN
ENGINEERS & SURVEYORS
422 Beecher Road
Gahanna, Ohio 43230
PH 614.428.7750
FAX 614.428.7755

PLAN PREPARED FOR:
LEN PIVAR BUILDER LLC
165 THORNBURY LANE
POWELL, OHIO 430650

CITY OF POWELL/ DELAWARE COUNTY, OHIO
HARPER'S POINTE
FINAL DEVELOPMENT PLAN
FOR
LEN PIVAR BUILDER INC
EROSION CONTROL NOTES & DETAILS

Issue Dates:
Date: 03/28/2017
Scale: N/A
Drawn By: CWH
Checked By: TMW
Project Number:
13-0001-591
Drawing Number:
8 / 8

August 20, 2013

Jason Hockstok
Advanced Civil Design
422 Beecher Rd
Gahanna, OH 43230

Re: Harpers Pointe, Powell, OH

Thank you for requesting information to be served by Columbia Gas of Ohio, Inc. (COH) to serve the natural gas needs to this proposed project. This letter is to confirm COH does have facilities along Powell Rd/E. Olentangy St in Powell. Although COH facilities may be in the vicinity of your proposed property, further investigation will need to take place for capacity and final design. Additional information will be required later; however, when you are ready to proceed please contact me and I will assist you through this process.

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

If you have additional questions please feel free to contact me at 614-460-6863 or on my cell at 614-623-5186. We look forward to partnering with you on this and future projects.

Sincerely,

Diego F. Catano
Columbia Gas of Ohio, Inc.
200 Civic Center Drive
Columbus, OH 43215

DEL - CO

Water Co., Inc.

Directors

TIMOTHY D. McNAMARA
President
BRUCE A. BLACKSTON
Vice President
ROBERT W. JENKINS
Secy.-Treas.

WILLIAM E. COLE
DOUGLAS D. DAWSON
DAVID A. BENDER
J. MICHAEL SHEETS
BRIAN P. COGHLAN
G. MICHAEL DICKEY
PERRY K. TUDOR

GLENN MARZLUF
General Manager

6658 OLENTANGY RIVER ROAD
DELAWARE, OHIO 43015
Phone: (740) 548-7746
Fax: (740) 548-6203



August 13, 2013

Mr. Jason M. Hockstok, P.E.
Advanced Civil Design, Inc.
422 Beecher Road
Gahanna, Ohio 43230

RE: Water Availability
Trowbridge Tract – Beech Ridge Road

Dear Mr. Hockstok:

As requested, this is to inform you that Del-Co Water is able to provide water service to the site described below upon plan approval and payment of the required fees:

Proposed Land Use: Multi-family development

Location: West side of Beech Ridge Road, ±250 feet north of E. Olentangy Street.

Current address 2470 W. Powell Road

Acreage: ±8.748 acres

This site can be served from an existing 10-inch water line located on Beech Ridge Road.

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.

Shane F. Clark, P.E.
Deputy General Manager



DELAWARE COUNTY
DIVISION OF ENVIRONMENTAL SERVICES
CODE COMPLIANCE • REGIONAL SEWER DISTRICT • SOLID WASTE

TIFFANY A. JENKINS, P.E., DIRECTOR

August 14, 2013

Advanced Civil Design, Inc.
Jason M. Hockstok, P.E.
Senior Project Manager
422 Beecher Road
Gahanna, Ohio 43230

**Re: Harpers Point
Parcel 31942513046000
City of Powell**

Dear Mr. Hockstok:

Pursuant to your email request dated August 13, 2013 for a will-serve letter for the above mentioned development and parcel, we offer the following:

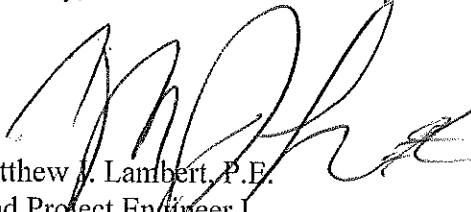
Sanitary sewer is available to the subject parcel. Availability means that new development on the subject parcel will be permitted to connect to County sewer provided that there is sufficient capacity available for the development.

This letter does not serve as a confirmation or reservation of capacity. Following receipt of the proposed development plan, our office will determine if any capacity improvements are required to the sewer system. If improvements are required, they will be detailed under future correspondence. Capacity reservation is not guaranteed until a subdividers agreement or sewer extension agreement has been executed between the County and the developer.

Also, note that there is not a sanitary mainline located on subject parcel, although there is currently a sanitary sewer lateral serving one building on the subject parcel. Therefore, a mainline sewer extension will be required for the proposed development.

If you have any questions, please contact me.

Sincerely,



Matthew J. Lambert, P.E.
Lead Project Engineer I

cc: Cathleen Rider
Tiffany Jenkins, Director of Environmental Services
file

Station 321
Administrative Offices
7761 Liberty Road
Powell, Ohio 43065
(740) 938-2021
(740) 938-2031 Fax

Liberty Township

Fire Department

Fire Chief
Timothy R. Jensen, OFE

Station 322
Fire Prevention Bureau
10150 Sawmill Road
Powell, Ohio 43065
(740) 938-2022
(740) 938-2023 Fax

August 19, 2013

Mr. Jason Hockstok
Advanced Civil Design
422 Beecher Road
Gahanna, OH 43230

RE: Harpers Pointe Site Plan

Mr. Hockstok,

Please accept this letter as acknowledgment that Advanced Civil Design has submitted preliminary site plans for the proposed Harpers Pointe development. It is my understanding that our meeting today was the second; the first being with Insp. Tom Saunders.

I will meet with Insp. Saunders and review the updated site plan you left with me today. There are several areas to be addressed. We look forward to working with you as the proposed development works its way through the planning process.

Respectfully,



Timothy R. Jensen
Fire Chief

Cc: Insp. Tom Saunders, Fire Prevention Bureau
Dave Betz, Director of Plan Development for City of Powell

**TRAFFIC ENGINEERING
SERVICES, INC.**

742 Radio Drive • Lewis Center, OH 43035 • Phone (740) 549-0070 • Fax (866) 359-0465
www.trafficcounts.com

October 4, 2013

Mr. Todd M. Faris, ASLA, LEED AP BD+C
Faris Planning & Design, LLC
243 N. Fifth Street
Suite 401
Columbus, OH 43215

RE: Harpers Pointe

Dear Todd:

Please consider this letter a summary of the results of the traffic study for the subject project. The purpose of the traffic study was to determine if the site has an impact on the signal warrant analysis at Olentangy Street (SR 750) & Beech Ridge Drive/Bartholomew Boulevard.

Existing Data

As part of this project, Twenty-four hour counts were taken on all approaches to the intersection. When the counts were taken, SR 315 was closed in each direction at SR 750 (SR 750 through movements were maintained). In September of 2000, TES conducted counts on the minor street approaches to this intersection as well as on Olentangy Street (SR 750) just to the east of this intersection. All count reports are attached.

A comparison of recent counts to the historical counts revealed that in the eastbound, westbound, and southbound directions volumes were generally consistent. The counts in the northbound direction were substantially higher than in 2000. TES does not believe there has been a significant increase in development that would be tributary to this intersection so the increased traffic may be due to "cut through" traffic which may even be associated with the SR 315 closure.

Since the Powder Room is closed on Monday and not open until 10 AM on Tuesday, the first 21 hours of the count did not have any existing traffic from the site. These 21 hours and an additional three hours were used in the analysis.

Trip Generation

The accepted method for computing trip generation in the traffic engineering profession is *Trip Generation Manual, 9th Edition* published by the Institute of Transportation Engineers (ITE). This manual provides trip rates for different land uses based on data from sample sites in each category. The daily traffic is needed for the signal warrant analysis. Table 1 shows a summary of the site generated traffic.

Signal Warrant Analysis

Signal warrant analyses were performed at the intersection of Olentangy Street (SR 750) & Beech Ridge Drive/Bartholomew Boulevard for the existing and existing+site conditions. There are a total of 9 warrants in the *Ohio Manual of Uniform Traffic Control Devices, 2012 Edition (OMUTCD)*. If any of these are met, a signal is “warranted.” If a signal is warranted, it means it is above the minimum level that a signal is desirable and may or may not be recommended for installation. A listing of the 9 warrants follows:

- Warrant # 1 – Eight-Hour Vehicular Volume
- Warrant # 2 – Four-Hour Vehicular Volume
- Warrant # 3 – Peak Hour
- Warrant # 4 – Pedestrian Volume
- Warrant # 5 – School Crossing
- Warrant # 6 – Coordinated Signal System
- Warrant # 7 – Crash Experience
- Warrant # 8 – Roadway Network
- Warrant # 9 – Intersection Near a Grade Crossing

For the warrants requiring volume data, the *OMUTCD* specifies two levels of volume criteria depending on the 85th percentile speed and the population of the municipality. The volumes necessary are lower for speeds greater than 40 MPH or for isolated communities with a population less than 10,000. For the higher speed or lower population criteria, traffic volumes required to meet the warrants are a percentage of the volumes required for a lower speed or high population community. When speed data is not collected as part of the study, it is common practice to use the speed limit which is 35 MPH.

In considering the site, it was necessary to assume an hourly distribution through the day of the site traffic. The site traffic was distributed based on the daily traffic with the primary traffic distributions. An exhibit showing the daily traffic and the daily distribution worksheets for each condition are attached.

The *OMUTCD* states under “guidance” that engineering judgment should be used to determine what portion of the right-turn vehicles from the minor street approach should be deducted in the analysis. Turning data was not collected at the intersection so a discount was not applied.

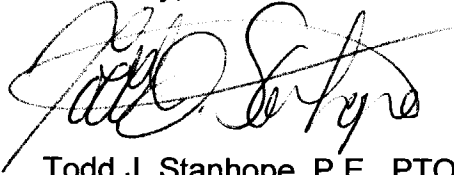
The results show that the Four Hour Signal Warrant is met in the existing condition. Since only the highest volume minor street is used in the warrant, the Beech Ridge Drive approach is not a factor in the warrants. Therefore, if only the traffic from Beech Ridge Drive was considered for the warrants, the warrants would not be met in either the existing condition or the existing condition with the site. The signal warrant analyses worksheets are attached.

Conclusions

The site traffic will not affect the results of the signal warrant analyses. Based on the traffic counted for the project, the Four Hour Signal Warrant is met for both the existing and existing plus site traffic. The warrant was met based on the minor street volumes on the Bartholomew Avenue approach so the site does not impact the result of the signal warrant. SR 315 was closed on both sides of SR 750 when the data was collected. The data on Bartholomew Boulevard is not consistent with a previous count and it may not reflect normal conditions.

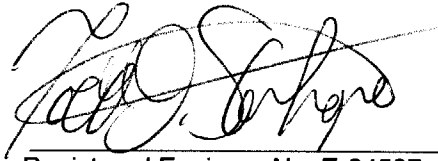
Please let us know if you have any questions. Thank you.

Sincerely,



Todd J. Stanhope, P.E., PTOE

Prepared under the direction of:



Registered Engineer No. E-64507, Ohio

10-4-2013

Date



Traffic Study Subarea	Land Use	Time of Day	Data Set from Trip Generation	Override with Average	Regression Equation from Trip Generation	Total Trips	Entering		Exiting	
							%	Total Trips	%	Total Trips
1	Residential Condominium/Townhouse (ITE Code #230) Ind. Variable (X) = 48.0 Dwelling Units	Daily	Weekday	<input type="checkbox"/>	$\ln(T)=0.87\ln(X)+2.46$	340	50%	170	50%	170
				<input type="checkbox"/>						
		TOTALS		Daily				340	170	170

Harpers Pointe Traffic Study - 10/2013

TABLE 1 - SITE TRIP GENERATION SUMMARY

Traffic Engineering Services, Inc.
742 Radio Drive
Lewis Center, OH 43035
(740) 549-0070
www.trafficcounts.com

Olentangy St (SR 750)
west of Beech Ridge Dr/Bartholomew Blvd

Weekly Volume, per Channel

EB									
Interval Start	Mon 9/30/2013	Tue 10/1/2013	Wed 10/2/2013	Thu 10/3/2013	Fri 10/4/2013	Sat 10/5/2013	Sun 10/6/2013	Mon - Fri Average	Weekly Average
12:00 AM	-	22	12	-	-	-	-	17.0	17.0
1:00 AM	-	8	9	-	-	-	-	8.5	8.5
2:00 AM	-	8	2	-	-	-	-	5.0	5.0
3:00 AM	-	12	16	-	-	-	-	14.0	14.0
4:00 AM	-	21	10	-	-	-	-	15.5	15.5
5:00 AM	-	22	31	-	-	-	-	26.5	26.5
6:00 AM	-	118	138	-	-	-	-	128.0	128.0
7:00 AM	-	467	427	-	-	-	-	447.0	447.0
8:00 AM	-	542	462	-	-	-	-	502.0	502.0
9:00 AM	-	396	393	-	-	-	-	394.5	394.5
10:00 AM	-	388	-	-	-	-	-	388.0	388.0
11:00 AM	-	384	-	-	-	-	-	384.0	384.0
12:00 PM	-	452	-	-	-	-	-	452.0	452.0
1:00 PM	404	440	-	-	-	-	-	422.0	422.0
2:00 PM	404	470	-	-	-	-	-	437.0	437.0
3:00 PM	475	457	-	-	-	-	-	466.0	466.0
4:00 PM	505	550	-	-	-	-	-	527.5	527.5
5:00 PM	588	544	-	-	-	-	-	566.0	566.0
6:00 PM	470	522	-	-	-	-	-	496.0	496.0
7:00 PM	432	414	-	-	-	-	-	423.0	423.0
8:00 PM	346	338	-	-	-	-	-	342.0	342.0
9:00 PM	186	174	-	-	-	-	-	180.0	180.0
10:00 PM	66	74	-	-	-	-	-	70.0	70.0
11:00 PM	28	30	-	-	-	-	-	29.0	29.0
Totals	3904	6853	1500	0	0	0	0	6740.5	6740.5

Peak Hours

12:00 AM - 12:00 PM	-	8:00 AM	8:00 AM	-	-	-	-	8:00 AM	8:00 AM
Volume	-	542	462	-	-	-	-	502.0	502.0
12:00 PM - 12:00 AM	5:00 PM	4:00 PM	-	-	-	-	-	5:00 PM	5:00 PM
Volume	588	550	-	-	-	-	-	566.0	566.0

Traffic Engineering Services, Inc.
742 Radio Drive
Lewis Center, OH 43035
(740) 549-0070
www.trafficcounts.com

Olentangy St (SR 750)
east of Beech Ridge Dr/Bartholomew Blvd

Site: 000000000000

Weekly Volume, per Channel

Interval Start	WB							Mon - Fri Average	Weekly Average
	Mon 9/30/2013	Tue 10/1/2013	Wed 10/2/2013	Thu 10/3/2013	Fri 10/4/2013	Sat 10/5/2013	Sun 10/6/2013		
12:00 AM	-	9	15	-	-	-	-	12.0	12.0
1:00 AM	-	9	9	-	-	-	-	9.0	9.0
2:00 AM	-	12	7	-	-	-	-	9.5	9.5
3:00 AM	-	5	6	-	-	-	-	5.5	5.5
4:00 AM	-	16	14	-	-	-	-	15.0	15.0
5:00 AM	-	36	44	-	-	-	-	40.0	40.0
6:00 AM	-	166	190	-	-	-	-	178.0	178.0
7:00 AM	-	542	466	-	-	-	-	504.0	504.0
8:00 AM	-	568	474	-	-	-	-	521.0	521.0
9:00 AM	-	459	439	-	-	-	-	449.0	449.0
10:00 AM	-	384	-	-	-	-	-	384.0	384.0
11:00 AM	-	382	-	-	-	-	-	382.0	382.0
12:00 PM	-	373	-	-	-	-	-	373.0	373.0
1:00 PM	374	380	-	-	-	-	-	377.0	377.0
2:00 PM	409	412	-	-	-	-	-	410.5	410.5
3:00 PM	471	488	-	-	-	-	-	479.5	479.5
4:00 PM	523	547	-	-	-	-	-	535.0	535.0
5:00 PM	692	674	-	-	-	-	-	683.0	683.0
6:00 PM	486	521	-	-	-	-	-	503.5	503.5
7:00 PM	326	384	-	-	-	-	-	355.0	355.0
8:00 PM	258	222	-	-	-	-	-	240.0	240.0
9:00 PM	155	178	-	-	-	-	-	166.5	166.5
10:00 PM	68	65	-	-	-	-	-	66.5	66.5
11:00 PM	30	29	-	-	-	-	-	29.5	29.5
Totals	3792	6861	1664	0	0	0	0	6728.0	6728.0

Peak Hours

12:00 AM - 12:00 PM	-	8:00 AM	8:00 AM	-	-	-	-	8:00 AM	8:00 AM
Volume	-	568	474	-	-	-	-	521.0	521.0
12:00 PM - 12:00 AM	5:00 PM	5:00 PM	-	-	-	-	-	5:00 PM	5:00 PM
Volume	692	674	-	-	-	-	-	683.0	683.0

Traffic Engineering Services, Inc.
742 Radio Drive
Lewis Center, OH 43035
(740) 549-0070
www.trafficcounts.com

Bartholomew Blvd
south of Olentangy St (SR 750)

Weekly Volume, per Channel

NB									
Interval Start	Mon 9/30/2013	Tue 10/1/2013	Wed 10/2/2013	Thu 10/3/2013	Fri 10/4/2013	Sat 10/5/2013	Sun 10/6/2013	Mon - Fri Average	Weekly Average
12:00 AM	-	1	3	-	-	-	-	2.0	2.0
1:00 AM	-	0	0	-	-	-	-	0.0	0.0
2:00 AM	-	2	0	-	-	-	-	1.0	1.0
3:00 AM	-	0	0	-	-	-	-	0.0	0.0
4:00 AM	-	0	3	-	-	-	-	1.5	1.5
5:00 AM	-	8	7	-	-	-	-	7.5	7.5
6:00 AM	-	46	32	-	-	-	-	39.0	39.0
7:00 AM	-	157	117	-	-	-	-	137.0	137.0
8:00 AM	-	108	103	-	-	-	-	105.5	105.5
9:00 AM	-	46	70	-	-	-	-	58.0	58.0
10:00 AM	-	27	-	-	-	-	-	27.0	27.0
11:00 AM	-	34	-	-	-	-	-	34.0	34.0
12:00 PM	-	32	-	-	-	-	-	32.0	32.0
1:00 PM	38	26	-	-	-	-	-	32.0	32.0
2:00 PM	57	46	-	-	-	-	-	51.5	51.5
3:00 PM	89	58	-	-	-	-	-	73.5	73.5
4:00 PM	164	133	-	-	-	-	-	148.5	148.5
5:00 PM	132	160	-	-	-	-	-	146.0	146.0
6:00 PM	116	104	-	-	-	-	-	110.0	110.0
7:00 PM	66	62	-	-	-	-	-	64.0	64.0
8:00 PM	27	50	-	-	-	-	-	38.5	38.5
9:00 PM	20	25	-	-	-	-	-	22.5	22.5
10:00 PM	8	7	-	-	-	-	-	7.5	7.5
11:00 PM	0	2	-	-	-	-	-	1.0	1.0
Totals	717	1134	335	0	0	0	0	1139.5	1139.5

Peak Hours

12:00 AM - 12:00 PM	-	7:00 AM	7:00 AM	-	-	-	-	7:00 AM	7:00 AM
Volume	-	157	117	-	-	-	-	137.0	137.0
12:00 PM - 12:00 AM	4:00 PM	5:00 PM	-	-	-	-	-	4:00 PM	4:00 PM
Volume	164	160	-	-	-	-	-	148.5	148.5

Traffic Engineering Services, Inc.
742 Radio Drive
Lewis Center, OH 43035
(740) 549-0070
www.trafficcounts.com

Beech Ridge Dr.
north of Olentangy St (SR 750)

Weekly Volume

Interval Start	Mon 9/30/2013		Tue 10/1/2013		Wed 10/2/2013		Thu 10/3/2013		Fri 10/4/2013		Sat 10/5/2013		Sun 10/6/2013		Mon - Fri Average	
	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB
12:00 AM	-	-	3	3	2	2	-	-	-	-	-	-	-	-	2.5	2.5
1:00 AM	-	-	0	0	2	0	-	-	-	-	-	-	-	-	1.0	0.0
2:00 AM	-	-	0	1	1	0	-	-	-	-	-	-	-	-	0.5	0.5
3:00 AM	-	-	1	0	1	1	-	-	-	-	-	-	-	-	1.0	0.5
4:00 AM	-	-	1	2	1	2	-	-	-	-	-	-	-	-	1.0	2.0
5:00 AM	-	-	9	0	9	1	-	-	-	-	-	-	-	-	9.0	0.5
6:00 AM	-	-	34	3	34	1	-	-	-	-	-	-	-	-	34.0	2.0
7:00 AM	-	-	84	28	64	14	-	-	-	-	-	-	-	-	74.0	21.0
8:00 AM	-	-	70	42	56	16	-	-	-	-	-	-	-	-	63.0	29.0
9:00 AM	-	-	39	26	38	22	-	-	-	-	-	-	-	-	38.5	24.0
10:00 AM	-	-	28	27	-	-	-	-	-	-	-	-	-	-	28.0	27.0
11:00 AM	-	-	28	25	-	-	-	-	-	-	-	-	-	-	28.0	25.0
12:00 PM	-	-	28	34	-	-	-	-	-	-	-	-	-	-	28.0	34.0
1:00 PM	26	28	39	32	-	-	-	-	-	-	-	-	-	-	32.5	30.0
2:00 PM	31	34	30	26	-	-	-	-	-	-	-	-	-	-	30.5	30.0
3:00 PM	30	37	44	49	-	-	-	-	-	-	-	-	-	-	37.0	43.0
4:00 PM	46	64	33	72	-	-	-	-	-	-	-	-	-	-	39.5	68.0
5:00 PM	32	72	42	77	-	-	-	-	-	-	-	-	-	-	37.0	74.5
6:00 PM	41	65	45	69	-	-	-	-	-	-	-	-	-	-	43.0	67.0
7:00 PM	36	56	26	52	-	-	-	-	-	-	-	-	-	-	31.0	54.0
8:00 PM	23	46	20	43	-	-	-	-	-	-	-	-	-	-	21.5	44.5
9:00 PM	8	29	6	27	-	-	-	-	-	-	-	-	-	-	7.0	28.0
10:00 PM	4	6	6	11	-	-	-	-	-	-	-	-	-	-	5.0	8.5
11:00 PM	0	1	3	6	-	-	-	-	-	-	-	-	-	-	1.5	3.5
Totals	277	438	619	655	208	59	0	0	0	0	0	0	0	0	594.0	619.0
Combined	715		1274		267		0		0		0		0		1213.0	
Split (%)	38.7	61.3	48.6	51.4	77.9	22.1	-	-	-	-	-	-	-	-	49.0	51.0

Peak Hours

12:00 AM -	-	-	7:00	8:00	7:00	9:00	-	-	-	-	-	-	-	-	7:00 AM	8:00 AM
12:00 PM	-	-	AM	AM	AM	AM	-	-	-	-	-	-	-	-	74.0	29.0
Volume	-	-	84	42	64	22	-	-	-	-	-	-	-	-	-	-
12:00 PM -	4:00	5:00	6:00	5:00	-	-	-	-	-	-	-	-	-	-	6:00 PM	5:00 PM
12:00 AM	PM	PM	PM	PM	-	-	-	-	-	-	-	-	-	-	43.0	74.5
Volume	46	72	45	77	-	-	-	-	-	-	-	-	-	-	-	-

24 Hour Volume Count

Location : Olentangy St. E/O Olentangy Ridge Pl.

Start Date: Weekday Avg. - Week of 9/25/2000

Start Time:

Start Time	Volume			Directionality	
	EB	WB	Total	EB	WB
0:00	23	35	58		
1:00	11	18	29		
2:00	6	8	14		
3:00	4	8	12		
4:00	12	8	20		
5:00	67	37	104		
6:00	312	156	468		
7:00	575	449	1024		
8:00	572	532	1104	51.8%	48.2%
9:00	496	466	962		
10:00	429	402	831		
11:00	429	473	902		
12:00	449	485	934		
13:00	486	477	963		
14:00	495	473	968		
15:00	532	512	1044		
16:00	584	535	1119		
17:00	626	572	1198	52.3%	47.7%
18:00	592	526	1118		
19:00	439	451	890		
20:00	302	362	664		
21:00	220	267	487		
22:00	130	177	307		
23:00	63	95	158		
Total	7854	7524	15378		

Traffic Engineering Services, Inc.

3001 Bethel Rd, Suite 207

Columbus, Oh 43220

Title1 : Bartholomew Blvd.

9191

Title2 :

09/18/00

Title3 :

Interval	Mon 18		Tue 19		Wed 20		Thu 21		Fri 22		Sat 23		Sun 24		Weekda	
Begin	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB
12:AM	*	*	*	*	0	4	0	2	2	4	2	3	3	2	0	3
01:00	*	*	*	*	0	0	1	1	0	2	0	1	0	2	0	1
02:00	*	*	*	*	0	0	0	0	1	1	0	2	0	1	0	0
03:00	*	*	*	*	0	0	0	0	0	0	0	0	1	3	0	0
04:00	*	*	*	*	0	0	0	0	0	1	0	0	1	0	0	0
05:00	*	*	*	*	7	2	2	1	2	1	1	0	0	0	3	1
06:00	*	*	*	*	41	6	30	5	32	4	3	1	1	0	34	5
07:00	*	*	*	*	40	26	47	10	48	16	11	3	5	1	45	17
08:00	*	*	*	*	39	32	34	13	42	32	35	22	20	3	38	25
09:00	*	*	*	*	16	18	30	25	35	28	60	60	30	12	27	23
10:00	*	*	4	4	19	18	24	22	27	36	46	37	26	19	18	20
11:00	*	*	24	28	15	23	15	23	30	28	46	44	25	32	21	25
12:PM	*	*	20	28	24	21	19	25	25	23	26	47	19	49	22	24
01:00	*	*	19	26	16	14	21	23	25	27	22	21	29	28	20	22
02:00	*	*	11	24	17	16	22	20	19	19	21	21	34	36	17	19
03:00	*	*	18	20	17	32	20	37	22	33	31	33	*	*	19	30
04:00	*	*	26	42	24	40	32	42	22	38	22	34	*	*	26	40
05:00	*	*	47	61	35	44	42	50	42	64	25	38	*	*	41	54
06:00	*	*	36	40	30	39	39	54	52	60	28	31	*	*	39	48
07:00	*	*	27	48	35	50	27	50	40	30	19	30	*	*	32	44
08:00	*	*	11	35	6	40	15	31	22	27	11	15	*	*	13	33
09:00	*	*	11	20	6	11	12	20	9	17	13	24	*	*	9	17
10:00	*	*	0	9	4	7	2	6	8	42	5	9	*	*	3	16
11:00	*	*	1	3	0	1	1	5	9	18	9	17	*	*	2	6
Total	0	0	255	388	391	444	435	465	514	551	436	493	194	188	429	473
Combined	0		643		835		900		1,065		929		382		902	
Split	0.0	.0	39.7	60.3	46.8	53.2	48.3	51.7	48.3	51.7	46.9	53.1	50.8	49.2	47.6	52.4
A																
Peak Hr	*	*	11:00	11:00	06:00	08:00	07:00	09:00	07:00	10:00	09:00	09:00	09:00	11:00	07:00	08:00
Volume	*	*	24	28	41	32	47	25	48	36	60	60	30	32	45	25
P																
PeakHr	*	*	05:00	05:00	05:00	07:00	05:00	06:00	06:00	05:00	03:00	12:00	02:00	12:00	05:00	05:00
Volume	*	*	47	61	35	50	42	54	52	64	31	47	34	49	41	54

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Weekly Summary Report

Location: BEECH RIDGE
 Location Code: 9193
 Jurisdiction: POWELL
 Sample Time: 15
 Operator: 1
 Recorder Mode: Volume

Recorder Set: 09/19/2000 12:35
 Recorder Start: 09/19/2000 13:00
 Recorder End: 09/24/2000 15:30
 Machine Number: 8

Week of Sep 17, 2000 Channel: 1 Direction: S

Start Time	17 Sun	18 Mon	19 Tue	20 Wed	21 Thu	22 Fri	23 Sat	Wkday Avg	Daily Avg
24:00				2	1	2	15	1	5
01:00					1		1	1	1
02:00				2	1		2	1	1
03:00						1		1	1
04:00					3	3		3	3
05:00				14	16	7	1	12	9
06:00				50	41	44	7	45	35
07:00				61	71	60	17	64	52
08:00				63	36	47	46	48	48
09:00				47	47	41	40	45	43
10:00				38	32	39	51	36	40
11:00				39	43	38	49	40	42
12:00				40	40	33	35	37	37
13:00			46	39	45	35	27	41	38
14:00			37	33	36	28	40	33	34
15:00			27	36	35	31	34	32	32
16:00			41	39	37	42	59	39	43
17:00			53	43	46	49	46	47	47
18:00			45	48	62	45	49	50	49
19:00			49	56	45	65	56	53	54
20:00			42	27	38	33	30	35	34
21:00			18	27	19	38	29	25	26
22:00			9	10	10	17	27	11	14
23:00			5	2	3	19	9	7	7
Totals:			372	716	708	717	670	707	695
% Avg Wkday			52.6	101.3	100.1	101.4			
% Avg Day			53.5	103.	101.9	103.2	96.4		
AM Peak Hr				08:00	07:00	07:00	10:00		
AM Count				63	71	60	51		
PM Peak Hr			17:00	19:00	18:00	19:00	16:00		
PM Count			53	56	62	65	59		

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Signal Warrant #1 Worksheet (Ref. #1)

Beech Ridge Drive/Bartholomew Drive & E. Olentangy St. (SR 750) Existing (2013)

Speed Limit on E. Olentangy St. (Sr 750): 35 MPH (Community Population >10,000)

CONDITION	# OF LANES	E. OLENTANGY ST. (SR 750)					BEECH RIDGE DRIVE/BARTHOLOMEW DRIVE					WARRANT #1 - CONDITION A				WARRANT #1 - CONDITION B			
		MAJOR STREET					MINOR STREET												
		Existing		Total			Existing		Total		MAX 1-WAY								
		EB	WB	EB	WB	2-WAY	NB	SB	NB	SB									
Warrant	1					X					X	100%	80%	100%	80%	100%	80%	100%	80%
Warrant	2											500	400	150	120	750	600	75	60
70% Warrant	1											600	480	200	160	900	720	100	80
70% Warrant	2											350	280	105	84	525	420	53	42
												420	336	140	112	630	504	70	56
6-7 AM		118	166	118	166	284	46	34	46	34	46	NO	NO	NO	NO	NO	NO	NO	NO
7-8 AM		467	542	467	542	1009	157	84	157	84	157	YES	YES	YES	YES	YES	YES	YES	YES
8-9 AM		542	568	542	568	1110	108	70	108	70	108	YES	YES	YES	NO	YES	YES	YES	YES
9-10 AM		396	459	396	459	855	46	39	46	39	46	YES	YES	NO	NO	YES	YES	NO	NO
10-11 AM		388	384	388	384	772	27	28	27	28	28	YES	YES	NO	NO	YES	YES	NO	NO
11-12 Noon		384	382	384	382	766	34	28	34	28	34	YES	YES	NO	NO	YES	YES	NO	NO
12-1 PM		452	373	452	373	825	32	28	32	28	32	YES	YES	NO	NO	YES	YES	NO	NO
1-2 PM		404	374	404	374	778	38	26	38	26	38	YES	YES	NO	NO	YES	YES	NO	NO
2-3 PM		404	409	404	409	813	57	31	57	31	57	YES	YES	NO	NO	YES	YES	NO	NO
3-4 PM		475	471	475	471	946	89	30	89	30	89	YES	YES	NO	NO	YES	YES	YES	YES
4-5 PM		505	523	505	523	1028	164	46	164	46	164	YES	YES	YES	YES	YES	YES	YES	YES
5-6 PM		588	692	588	692	1280	132	32	132	32	132	YES	YES	NO	YES	YES	YES	YES	YES
6-7 PM		470	486	470	486	956	116	41	116	41	116	YES	YES	NO	NO	YES	YES	YES	YES
7-8 PM		432	326	432	326	758	66	36	66	36	66	YES	YES	NO	NO	YES	YES	NO	YES
8-9 PM		346	258	346	258	604	27	23	27	23	27	YES	YES	NO	NO	NO	YES	NO	NO
WARRANT STATUS												2 Hours Met (8 Required) CONDITION NOT MET				6 Hours Met (8 Required) CONDITION NOT MET			
												WARRANT #1 - COMBINATION OF 80% CONDITION A & 80% CONDITION B							
WARRANT STATUS												3 Hours Met (8 Required) CONDITION NOT MET							

WARRANT #1 : NOT MET

NOTE(S)

Existing traffic component on E. Olentangy St. (Sr 750) is based on count taken 9/30/2013-10/1//2013.
Existing traffic component on Beech Ridge Drive/Bartholomew Drive is based on count taken 9/30/2013-10/1//2013.

Prepared By:



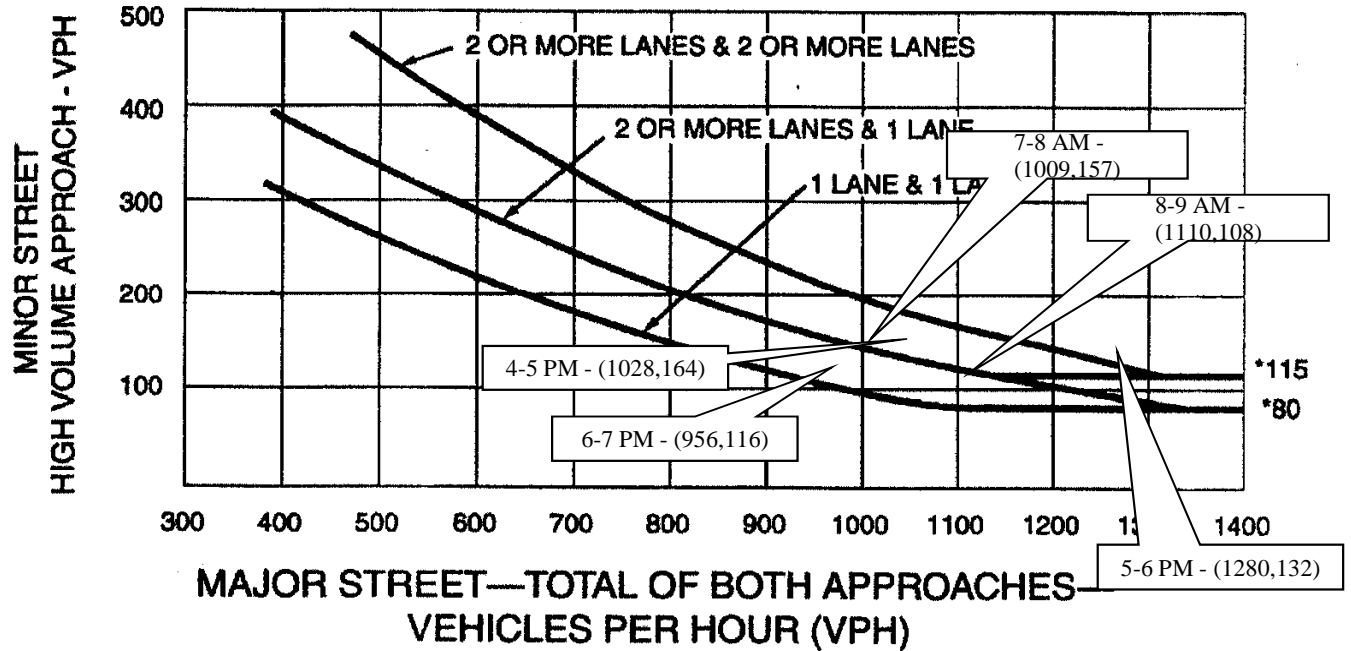
10/2013

Appendix

Signal Warrant 2 (Ref. #1)

Beech Ridge Drive/Bartholomew Drive & E. Olentangy St. (SR 750)
Existing (2013)

Figure 4C-1. Warrant 2, Four-Hour Vehicular Volume



***Note: 115 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 80 vph applies as the lower threshold volume for a minor-street approach with one lane.**

Lanes	Time	Major Street Volume (2-Way)	Minor Street Volume (1-Way)	Criteria Met in Hour	Warrant Result
1 Lane & 1 Lane	6-7 AM	284	46	NO	MET
	7-8 AM	1009	157	YES	
	8-9 AM	1110	108	YES	
	9-10 AM	855	46	NO	
	10-11 AM	772	28	NO	
	11-12 Noon	766	34	NO	
	12-1 PM	825	32	NO	
	1-2 PM	778	38	NO	
	2-3 PM	813	57	NO	
	3-4 PM	946	89	NO	
	4-5 PM	1028	164	YES	
	5-6 PM	1280	132	YES	
	6-7 PM	956	116	YES	
	7-8 PM	758	66	NO	
	8-9 PM	604	27	NO	

NOTE(S)

Existing traffic component on E. Olentangy St. (Sr 750) is based on count taken 9/30/2013-10/1//2013.
Existing traffic component on Beech Ridge Drive/Bartholomew Drive is based on count taken 9/30/2013-10/1//2013.

HARPERS POINTE TRAFFIC STUDY

PREPARED BY:



10/2013

APPENDIX

FOUR HOUR SIGNAL WARRANT (REF. #1)

Time	Residential					
	Source: <i>Locust Curve Drive - Delaware, Ohio</i>					
	% of 24 Hour Entering (Weekday)	% of 24 Hour Exiting (Weekday)	Volume Entering (Weekday)		Volume Exiting (Weekday)	
			EB	WB	NB	SB
			85	85	0	170
000	0.2%	0.1%	0	0	0	0
100	0.3%	0.0%	0	0	0	0
200	0.5%	0.1%	0	0	0	0
300	0.2%	0.1%	0	0	0	0
400	0.0%	0.3%	0	0	0	1
500	0.1%	1.5%	0	0	0	2
600	1.2%	5.7%	1	1	0	10
700	3.3%	13.5%	3	3	0	23
800	5.0%	9.5%	4	4	0	16
900	4.4%	6.4%	4	4	0	11
1000	4.6%	4.5%	4	4	0	8
1100	5.5%	5.2%	5	5	0	9
1200	5.4%	7.1%	5	5	0	12
1300	4.5%	4.6%	4	4	0	8
1400	5.3%	4.8%	4	4	0	8
1500	6.9%	4.9%	6	6	0	8
1600	7.4%	6.8%	6	6	0	12
1700	11.8%	6.7%	10	10	0	11
1800	8.7%	6.3%	7	7	0	11
1900	8.3%	4.8%	7	7	0	8
2000	7.9%	3.8%	7	7	0	6
2100	4.6%	2.0%	4	4	0	3
2200	2.8%	1.1%	2	2	0	2
2300	1.0%	0.1%	1	1	0	0
TOTAL	100.00%	100.0%	85	85	0	170

TABLE - Daily Site Traffic Distribution-Beech Ridge Drive/Bartholomew Drive & E. Olentangy St. (SR 750) (Ref. #2)

Signal Warrant #1 Worksheet (Ref. #2)

Beech Ridge Drive/Bartholomew Drive & E. Olentangy St. (SR 750)

Existing + Site Traffic (2013)

Speed Limit on E. Olentangy St. (Sr 750): 35 MPH (Community Population >10,000)

CONDITION	# OF LANES	E. OLENTANGY ST. (SR 750)							BEECH RIDGE DRIVE/BARTHOLOMEW DRIVE								WARRANT #1 - CONDITION A				WARRANT #1 - CONDITION B			
		MAJOR STREET							MINOR STREET															
		Existing		Site		Total			Existing		Site		Total		MAX 1-WAY									
		EB	WB	EB	WB	EB	WB	2-WAY	NB	SB	NB	SB	NB	SB										
Warrant	1							X								X	100%	80%	100%	80%	100%	80%	100%	80%
Warrant	2																500	400	150	120	750	600	75	60
70% Warrant	1																600	480	200	160	900	720	100	80
70% Warrant	2																350	280	105	84	525	420	53	42
																	420	336	140	112	630	504	70	56
6-7 AM		118	166	1	1	119	167	286	46	34	0	10	46	44	46	NO	NO	NO	NO	NO	NO	NO	NO	NO
7-8 AM		467	542	3	3	470	545	1015	157	84	0	23	157	107	157	YES	YES	YES	YES	YES	YES	YES	YES	YES
8-9 AM		542	568	4	4	546	572	1118	108	70	0	16	108	86	108	YES	YES	NO	NO	YES	YES	YES	YES	YES
9-10 AM		396	459	4	4	400	463	862	46	39	0	11	46	50	50	YES	YES	NO	NO	YES	YES	NO	NO	NO
10-11 AM		388	384	4	4	392	388	780	27	28	0	8	27	36	36	YES	YES	NO	NO	YES	YES	NO	NO	NO
11-12 Noon		384	382	5	5	389	387	775	34	28	0	9	34	37	37	YES	YES	NO	NO	YES	YES	NO	NO	NO
12-1 PM		452	373	5	5	457	378	834	32	28	0	12	32	40	40	YES	YES	NO	NO	YES	YES	NO	NO	NO
1-2 PM		404	374	4	4	408	378	786	38	26	0	8	38	34	38	YES	YES	NO	NO	YES	YES	NO	NO	NO
2-3 PM		404	409	4	4	408	413	822	57	31	0	8	57	39	57	YES	YES	NO	NO	YES	YES	NO	NO	NO
3-4 PM		475	471	6	6	481	477	958	89	30	0	8	89	38	89	YES	YES	NO	NO	YES	YES	YES	YES	YES
4-5 PM		505	523	6	6	511	529	1041	164	46	0	12	164	58	164	YES	YES	YES	YES	YES	YES	YES	YES	YES
5-6 PM		588	692	10	10	598	702	1300	132	32	0	11	132	43	132	YES	YES	NO	YES	YES	YES	YES	YES	YES
6-7 PM		470	486	7	7	477	493	971	116	41	0	11	116	52	116	YES	YES	NO	NO	YES	YES	YES	YES	YES
7-8 PM		432	326	7	7	439	333	772	66	36	0	8	66	44	66	YES	YES	NO	NO	YES	YES	NO	YES	YES
8-9 PM		346	258	7	7	353	265	617	27	23	0	6	27	29	29	YES	YES	NO	NO	NO	YES	NO	NO	NO

WARRANT STATUS	2 Hours Met (8 Required) CONDITION NOT MET	6 Hours Met (8 Required) CONDITION NOT MET
----------------	---	---

WARRANT STATUS	WARRANT #1 - COMBINATION OF 80% CONDITION A & 80% CONDITION B
	3 Hours Met (8 Required) CONDITION NOT MET

WARRANT #1 : NOT MET

NOTE(S)

Existing traffic component on E. Olentangy St. (Sr 750) is based on count taken 9/30/2013-10/1//2013.
Existing traffic component on Beech Ridge Drive/Bartholomew Drive is based on count taken 9/30/2013-10/1//2013.

Prepared By:

**TRAFFIC ENGINEERING
SERVICES, INC.**

10/2013

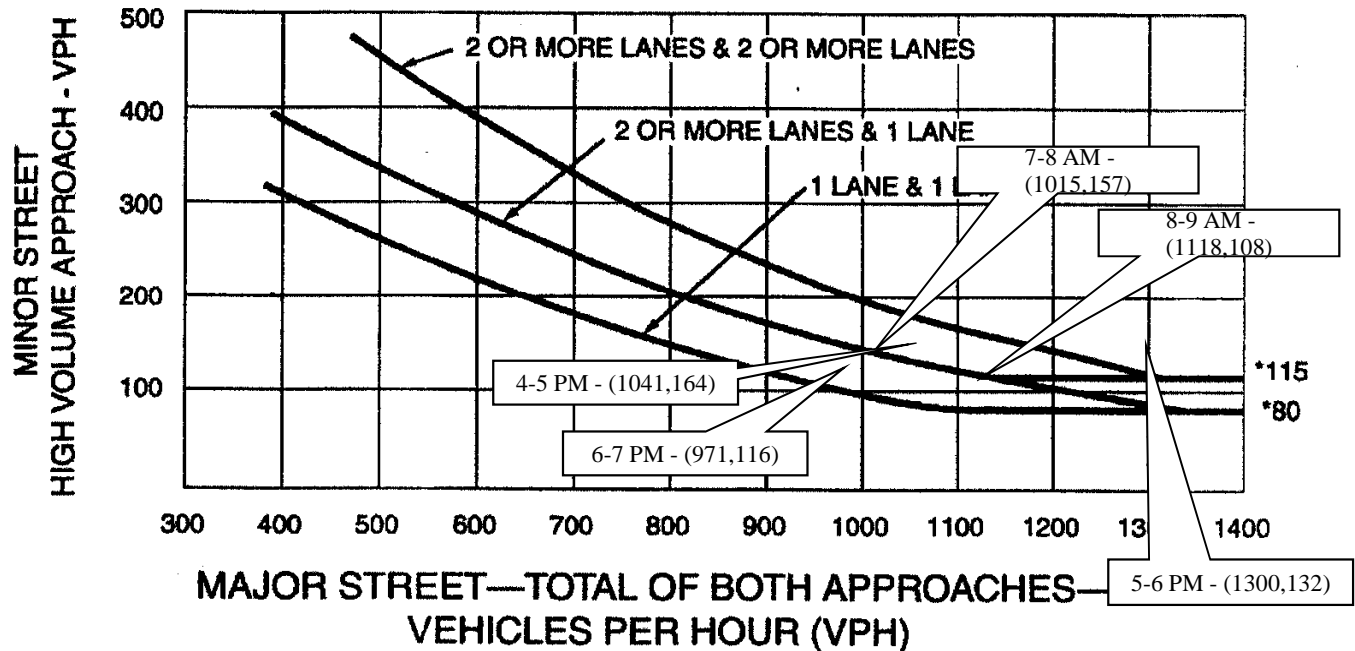
Appendix

Signal Warrant 2 (Ref. #2)

Beech Ridge Drive/Bartholomew Drive & E. Olentangy St. (SR 750)

Existing + Site Traffic (2013)

Figure 4C-1. Warrant 2, Four-Hour Vehicular Volume



***Note: 115 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 80 vph applies as the lower threshold volume for a minor-street approach with one lane.**

Lanes	Time	Major Street Volume (2-Way)	Minor Street Volume (1-Way)	Criteria Met in Hour	Warrant Result
1 Lane & 1 Lane	6-7 AM	286	46	NO	MET
	7-8 AM	1015	157	YES	
	8-9 AM	1118	108	YES	
	9-10 AM	862	50	NO	
	10-11 AM	780	36	NO	
	11-12 Noon	775	37	NO	
	12-1 PM	834	40	NO	
	1-2 PM	786	38	NO	
	2-3 PM	822	57	NO	
	3-4 PM	958	89	NO	
	4-5 PM	1041	164	YES	
	5-6 PM	1300	132	YES	
	6-7 PM	971	116	YES	
	7-8 PM	772	66	NO	
	8-9 PM	617	29	NO	

NOTE(S)

Existing traffic component on E. Olentangy St. (Sr 750) is based on count taken 9/30/2013-10/1/2013.

Existing traffic component on Beech Ridge Drive/Bartholomew Drive is based on count taken 9/30/2013-10/1/2013.

HARPERS POINTE TRAFFIC STUDY

PREPARED BY:



10/2013

APPENDIX

FOUR HOUR SIGNAL WARRANT (REF. #2)



March 3, 2016

Mr. Len Pivar
Len Pivar Builder, Inc.
Dba Arlington Homes
165 Thornbury Lane
Powell, OH 43065

Re: Harper's Pointe Trip Generation Comparison
City of Powell, Delaware County, Ohio

Dear Len:

Please consider this letter a summary of the trip generation comparison for the subject site.

BACKGROUND

The site is proposed to be redeveloped with 47 condominium units. Although the units are being marketed to those over the age of 55, there are no age related ownership restrictions. It is our understanding that the existing site has two vacant buildings that could be occupied with commercial land uses that conform to the existing zoning and would not require City approval. The sizes of the buildings are 2,553 SF and 6,244 SF. For this analysis, these buildings being occupied by a restaurant and retail space respectively would represent the baseline for the trip generation comparison.

TRIP GENERATION ANALYSIS

The accepted method for computing trip generation in the traffic engineering profession is the latest edition of *Trip Generation Manual* published by the Institute of Transportation Engineers (ITE). This manual provides trip rates for different land uses based on data from sample sites in each category. The trip generation for the existing and proposed land uses was computed using *Trip Generation, 9th Edition*, published by the Institute of Transportation Engineers (ITE).

The categories in *Trip Generation* representing the land uses of the existing buildings under existing zoning are "High Turnover (Sit-Down) Restaurant" (ITE Code #932) and "Shopping Center" (ITE Code #820) respectively. The "Shopping Center" is commonly used to represent commercial development when a specific user is not known. Table 1 shows a summary of the trip generation calculations for the existing buildings with the existing zoning. Pass-by trips were also considered in the analysis. Pass-by trips are trips to commercial developments that are already on the adjacent street. For example, someone may stop at a store on the way home from work. This reduces the site traffic on the area street network but does not affect the volume entering and exiting the site. The percentage of Pass-by trips are found in the *Trip Generation Handbook-An ITE Recommended Practice, 3rd Edition* published by ITE. Table 1 also shows the pass-by trips.

The category in *Trip Generation* representing the proposed land use is "Residential Condominium/Townhouse" (ITE Code #230). Table 2 shows a summary of the trip generation calculations for the proposed land use. It is noted that the current plan has one less unit than the plan used to prepare the *Harper's Pointe Traffic Study* dated 10/4/2013 and prepared by Traffic Engineering Services (now part of Smart Services).


CONCLUSIONS

A comparison was made between the existing and proposed land use. Primary trips were considered in the comparison since this represents only the additional traffic on the street network. The proposed land use will generate fewer trips than what could occupy the existing buildings under the existing zoning as the summary below indicates:

Description/Land Use	Daily Primary Trips	AM Peak Hour Primary Trips	PM Peak Hour Primary Trips
Existing Land Use (baseline)	1444	57	75
Proposed Land Use	333	28	32

Please let me know if you have any questions. Thank you.

Sincerely,
SMART SERVICES, INC.


Registered Engineer No. E-64507, Ohio
Todd J. Stanhope, PE, PTOE
Director of Traffic Engineering

3-3-2016
Date



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



Traffic Study Subarea	Land Use	Time of Day	Data Set from: <i>Trip Generation Manual, 9th Edition</i> (Unless noted Otherwise)	Regression Equation from: <i>Trip Generation Manual, 9th Edition</i>	Pass-By % <i>From Trip Generation Handbook 3rd Edition unless noted otherwise</i>	Total Trips	Entering				Exiting					
							%	Total Trips	Sub Total	Pass-By Trips	Primary Trips	%	Total Trips	Sub Total	Pass-By Trips	Primary Trips
1	Shopping Center (ITE Code #820) Ind. Variable (X) = 6.244 1000 SF Gross Leasable Area		Weekday	$\ln(T)=0.65\ln(X)+5.83$	NA	1119	50%	560	560	0	560	50%	559	559	0	559
		AM Peak	Peak Hour of Adj. Street Traffic, One Hour between 7 & 9 AM	$\ln(T)=0.61\ln(X)+2.24$	No Data	29	62%	18	18	0	18	38%	11	11	0	11
		PM Peak	Peak Hour of Adj. Street Traffic, One Hour between 4 & 6 PM	$\ln(T)=0.67\ln(X)+3.31$	34.0%	93	48%	45	45	15	30	52%	48	48	16	32
2	High Turnover (Sit-Down) Restaurant (ITE Code #932) Ind. Variable (X) = 2.553 1000 SF Gross Floor Area	Daily	Weekday	Average Rate= 127.15	NA	325	50%	163	163	0	163	50%	162	162	0	162
		AM Peak	Peak Hour of Adj. Street Traffic, One Hour between 7 & 9 AM	Average Rate= 10.81	No Data	28	55%	15	15	0	15	45%	13	13	0	13
		PM Peak	Peak Hour of Adj. Street Traffic, One Hour between 4 & 6 PM	Average Rate= 9.85	43.0%	25	60%	15	15	6	9	40%	10	10	4	6
TOTALS			Daily			1444		723	723	0	723		721	721	0	721
			AM Peak			57		33	33	0	33		24	24	0	24
			PM Peak			118		60	60	22	38		58	58	21	37

Harper's Point Trip Generation Comparison - 3/2016

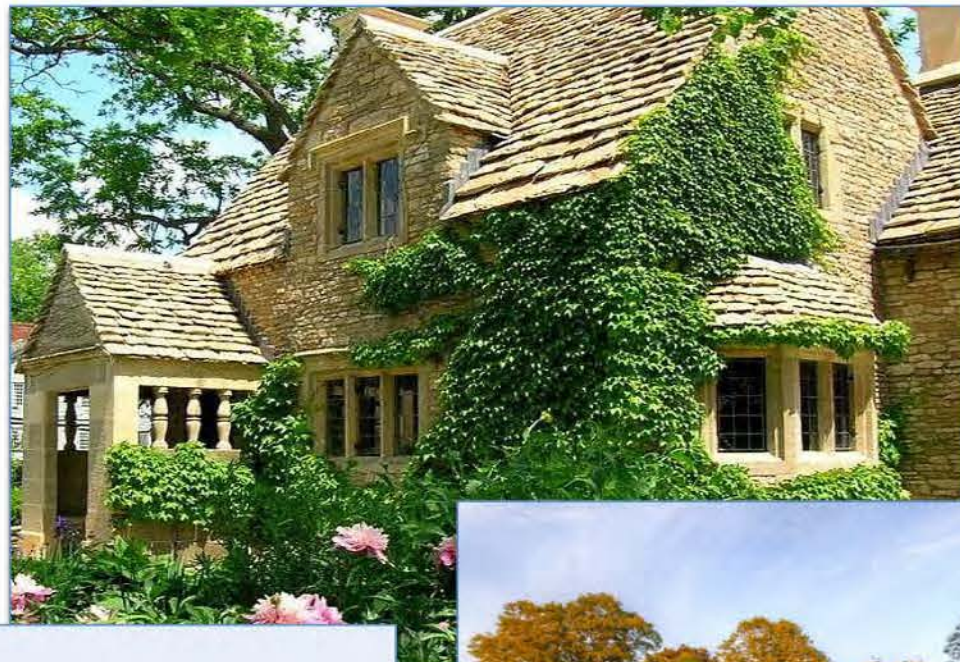
TABLE 1 - SITE TRIP GENERATION SUMMARY

Traffic Study Subarea	Land Use	Time of Day	Data Set from: <i>Trip Generation Manual, 9th Edition</i> (Unless noted Otherwise)	Override with Average	Regression Equation from: <i>Trip Generation Manual 9th Edition</i>	Total Trips	Entering		Exiting	
							%	Total Trips	%	Total Trips
3	Residential Condominium/Townhouse (ITE Code #230) Ind. Variable (X) = 47 Dwelling Units	Daily	Weekday	<input checked="" type="checkbox"/>	$\ln(T)=0.87\ln(X)+2.46$	333	50%	167	50%	166
		AM Peak	Peak Hour of Adj. Street Traffic, One Hour between 7 & 9 AM	<input type="checkbox"/>	$\ln(T)=0.80\ln(X)+0.26$	28	17%	5	83%	23
		PM Peak	Peak Hour of Adj. Street Traffic, One Hour between 4 & 6 PM	<input type="checkbox"/>	$\ln(T)=0.82\ln(X)+0.32$	32	67%	21	33%	11
				<input type="checkbox"/>						
				<input type="checkbox"/>						
TOTALS			Daily	<input type="checkbox"/>		333		167		166
			AM Peak			28		5		23
			PM Peak			32		21		11

Harper's Point Trip Generation Comparison - 3/2016

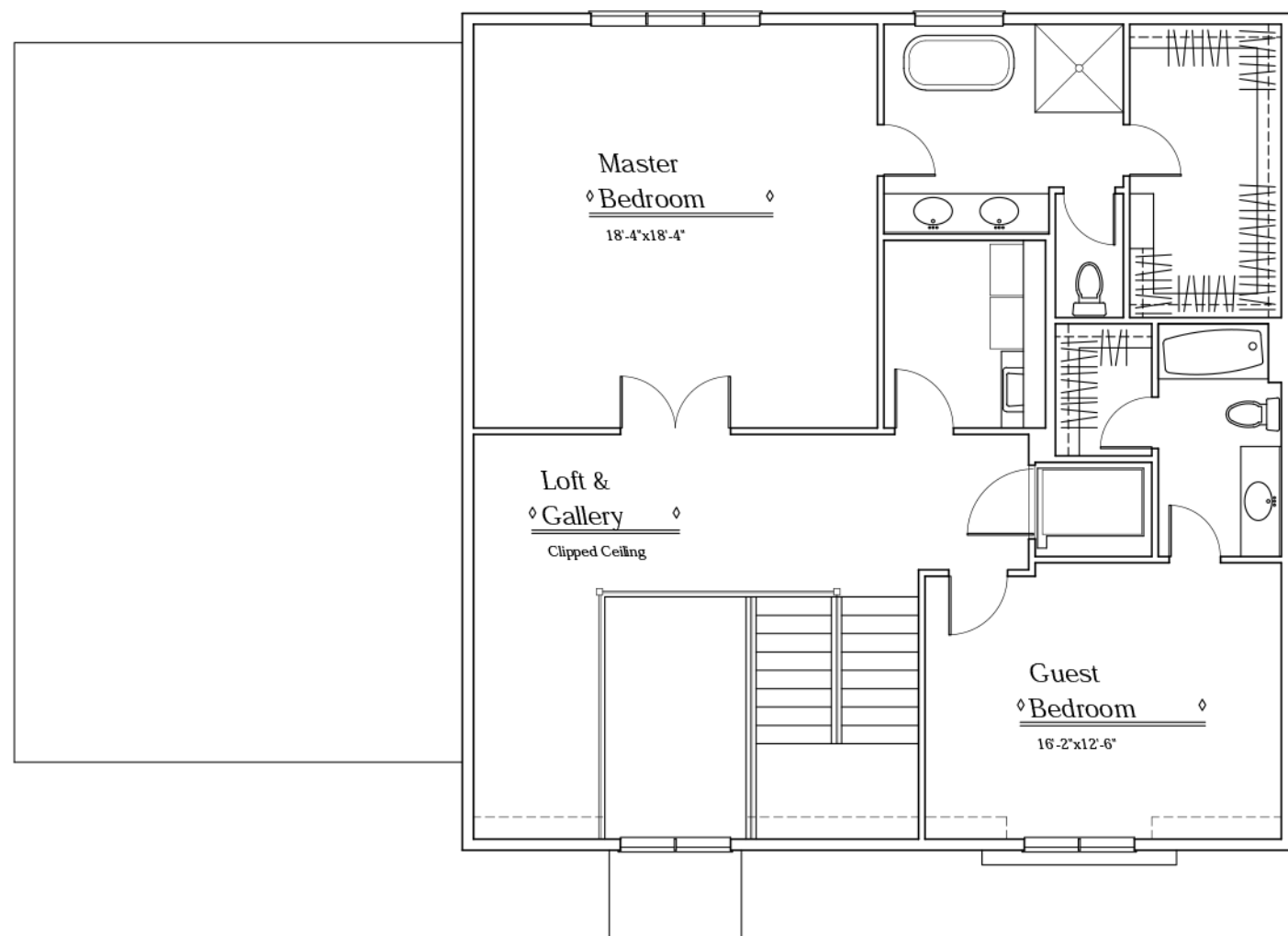
TABLE 2 - SITE TRIP GENERATION SUMMARY

Exhibit “F” - Architectural Plans, Elevations, and Site Features



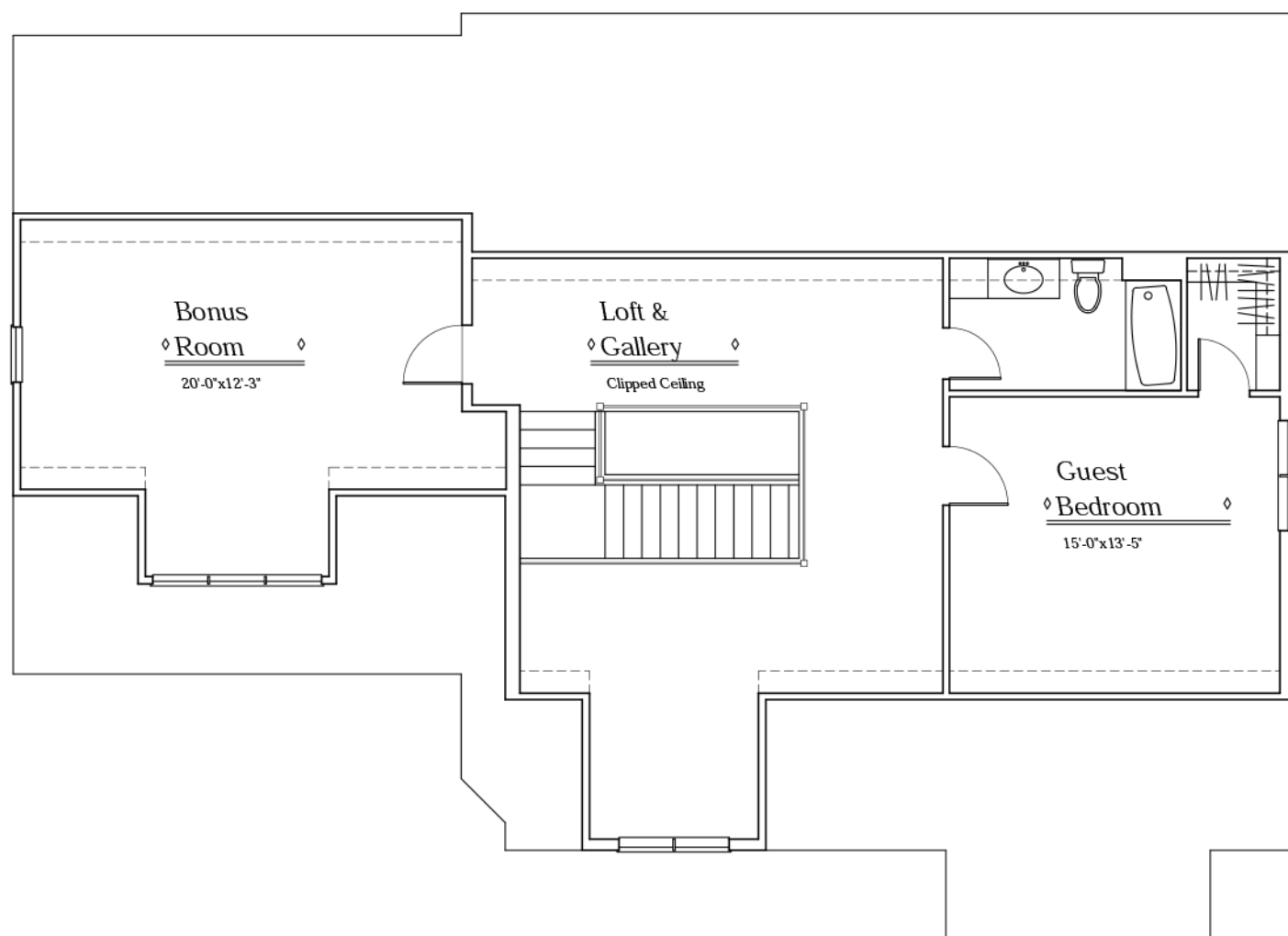
HARPER'S POINTE CHARACTER

EXHIBIT F



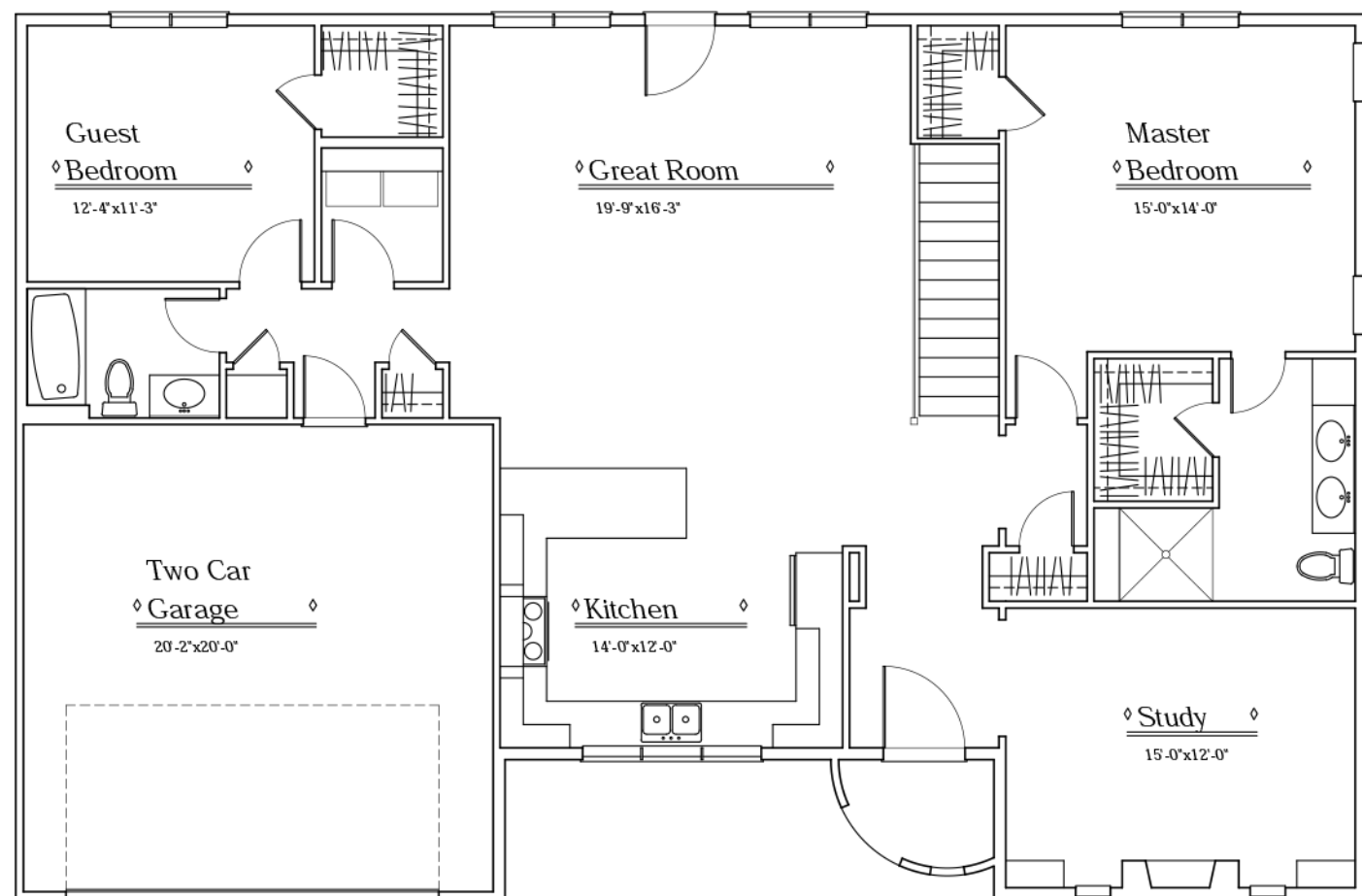
2 STORY "K"
2nd Floor

1275 S.F. LIVING AREA



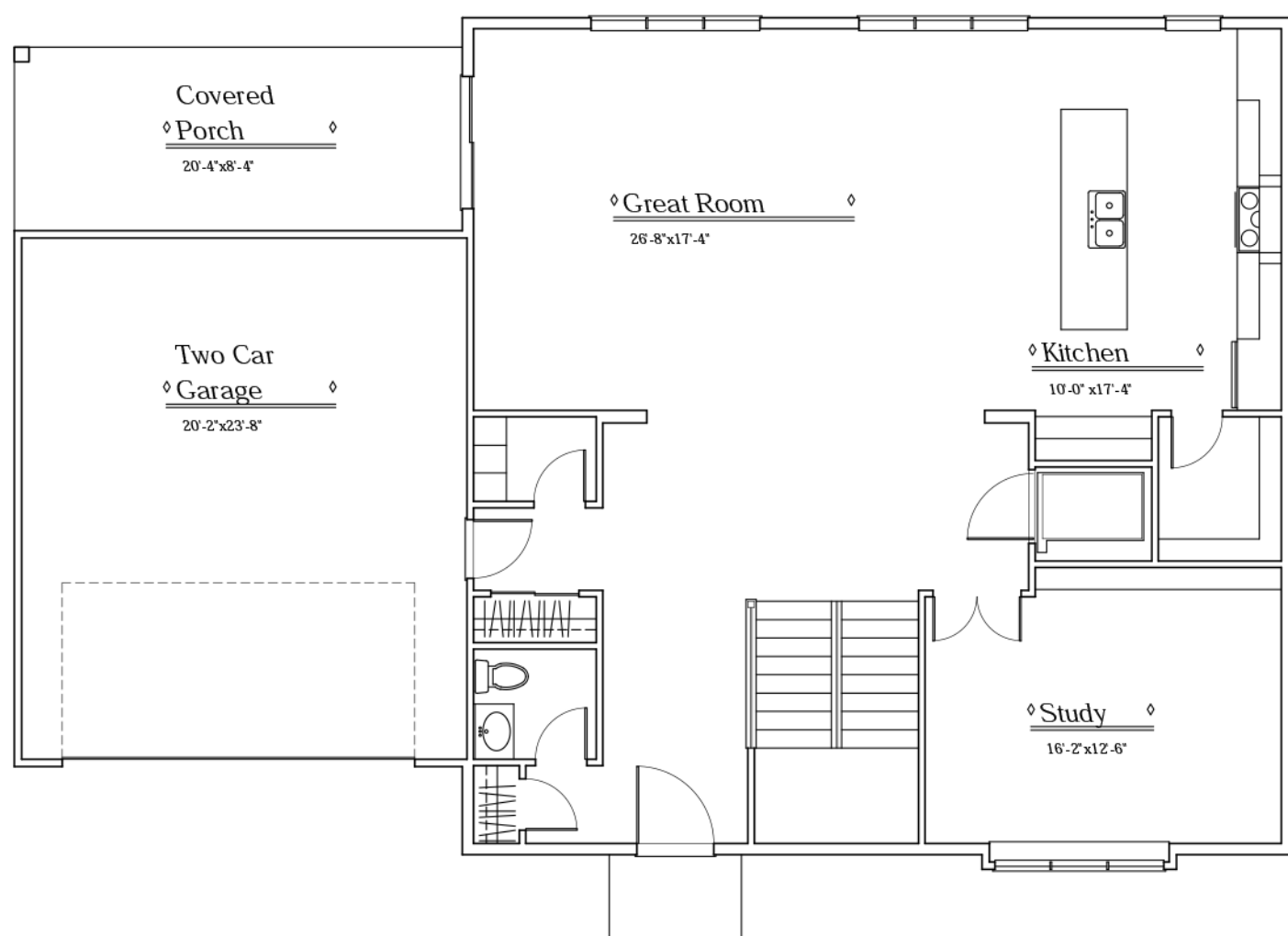
1 1/2 STORY "C"
2nd FLOOR

1165 S.F. LIVING AREA,
960 S.F. BEDROOM AREA



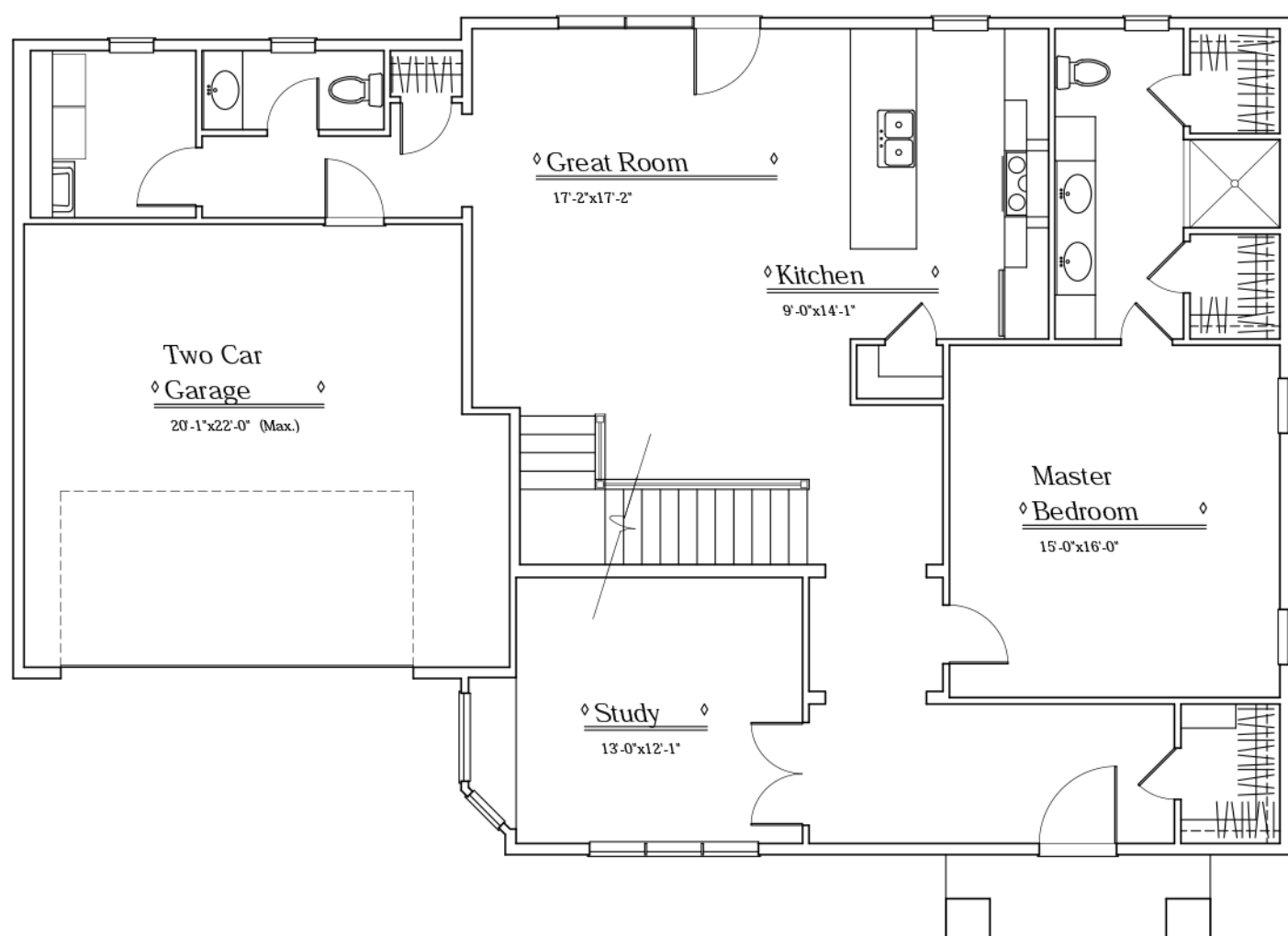
RANCH "I"
Opt. 1st Floor

1007 S.F. LIVING AREA,
4075 S.F. GARAGE AREA,
29 S.F. FRONT PORCH AREA



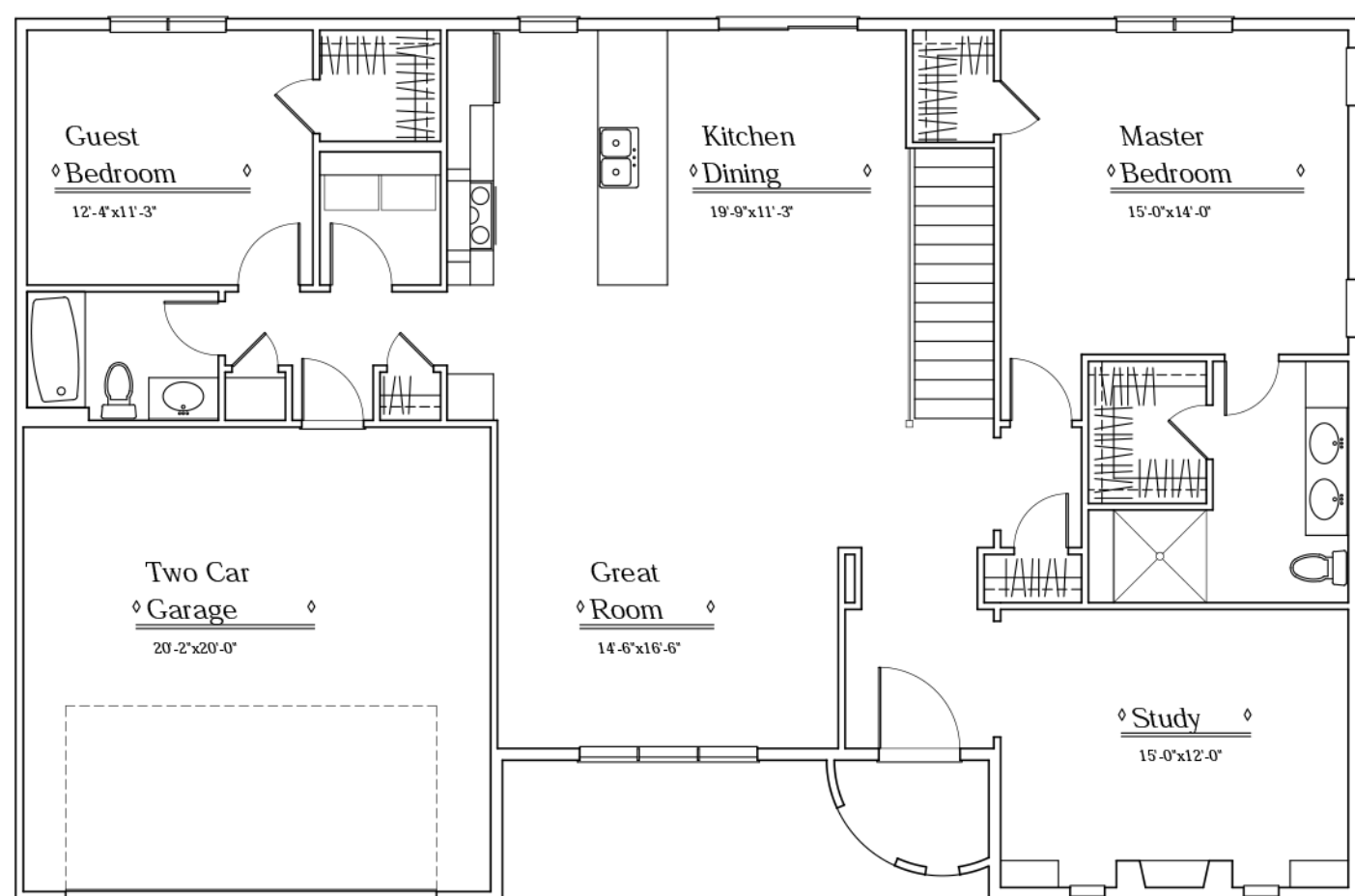
2 STORY "K"
1st Floor

1108 S.F. LIVING AREA/1006 S.F. GARAGE AREA,
24 S.F. FRONT PORCH, 889 S.F. REAR PORCH



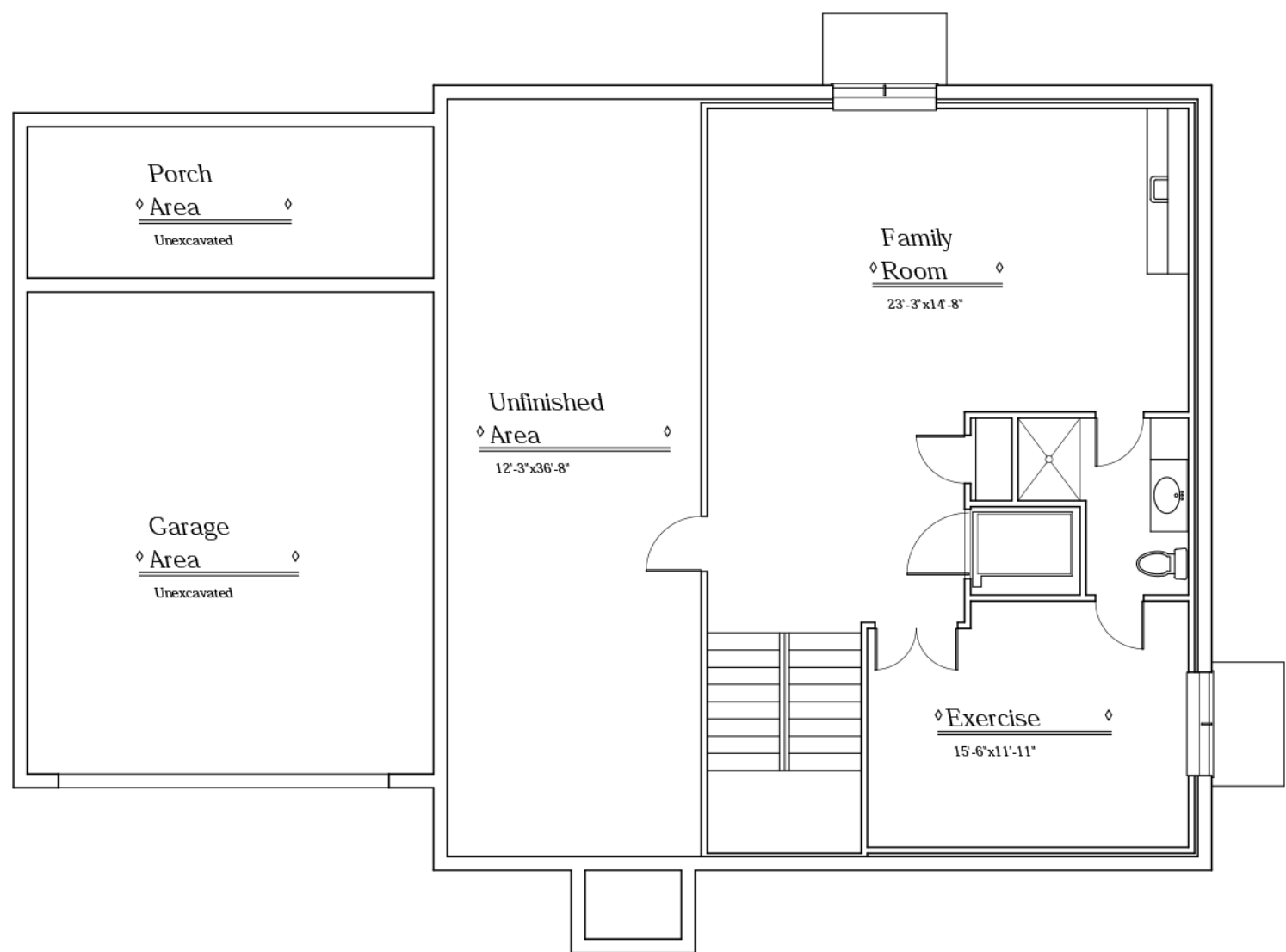
1 1/2 STORY "C"
1st FLOOR

1008 S.F. LIVING AREA,
881 S.F. GARAGE AREA,
48 S.F. FRONT PORCH AREA



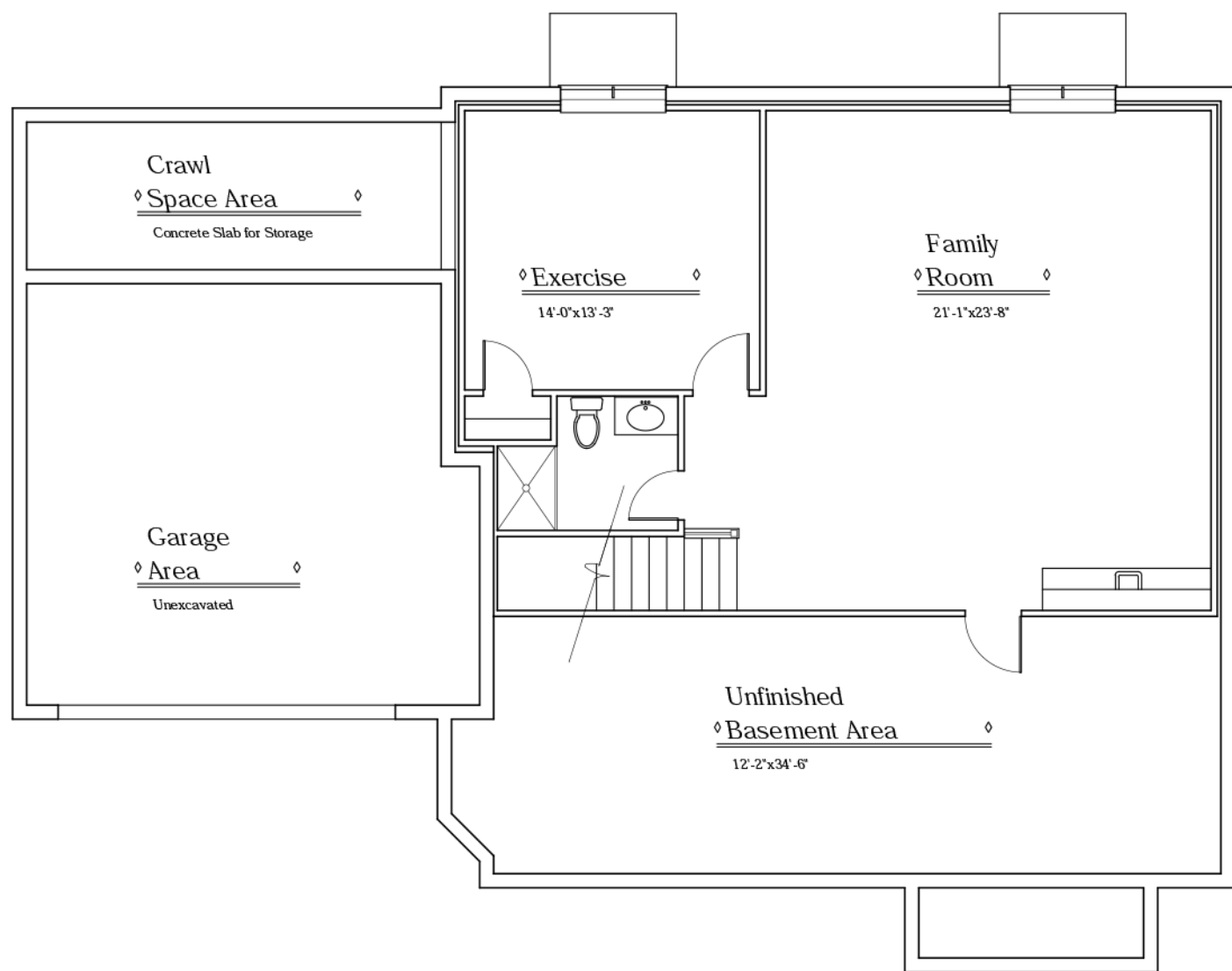
RANCH "I"
1st Floor

1007 S.F. LIVING AREA,
4075 S.F. GARAGE AREA,
29 S.F. FRONT PORCH AREA



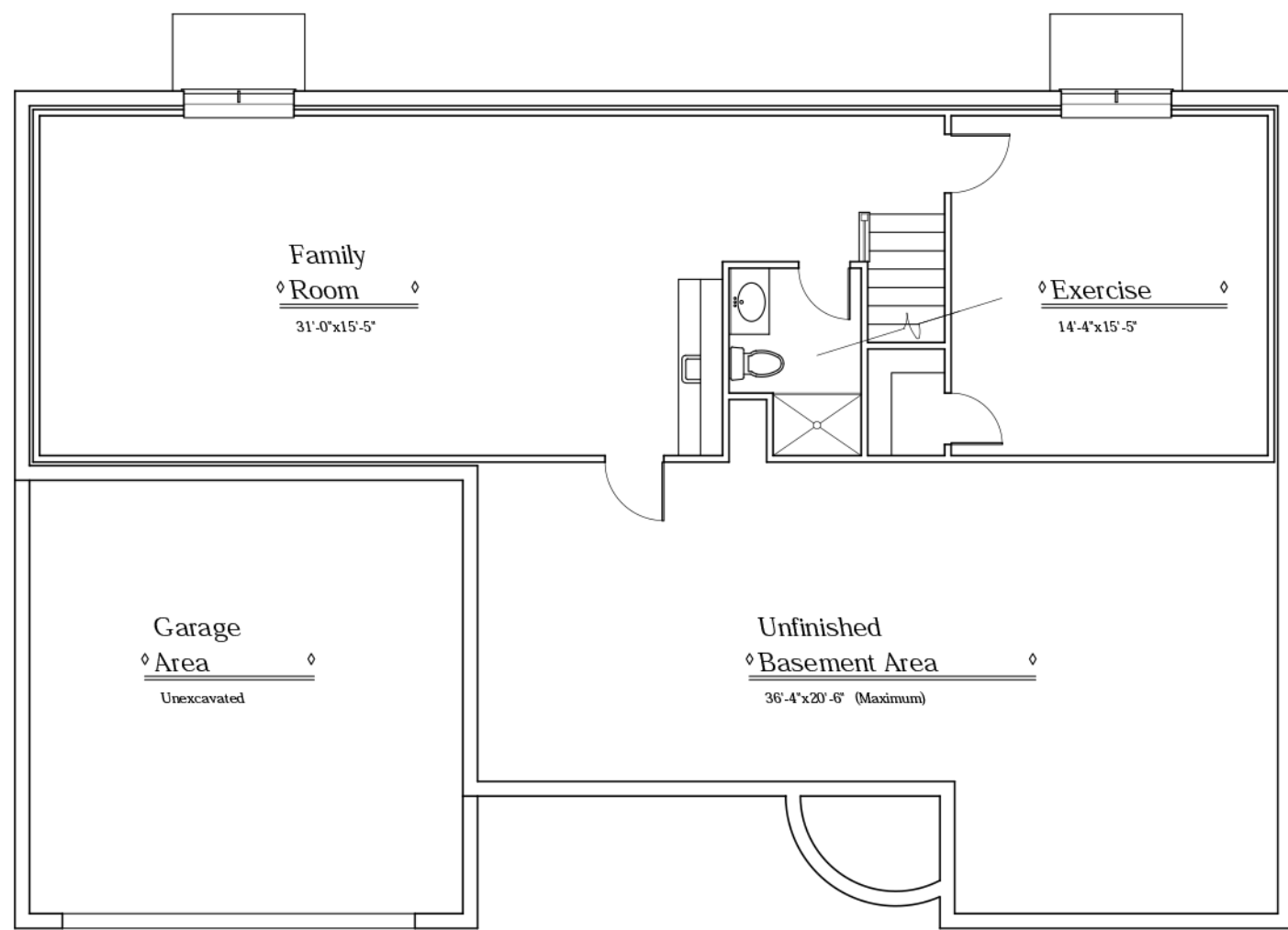
2 STORY "K"
BASEMENT

143 S.F. BASEMENT AREA,
76 S.F. FINISHED LOWER LEVEL



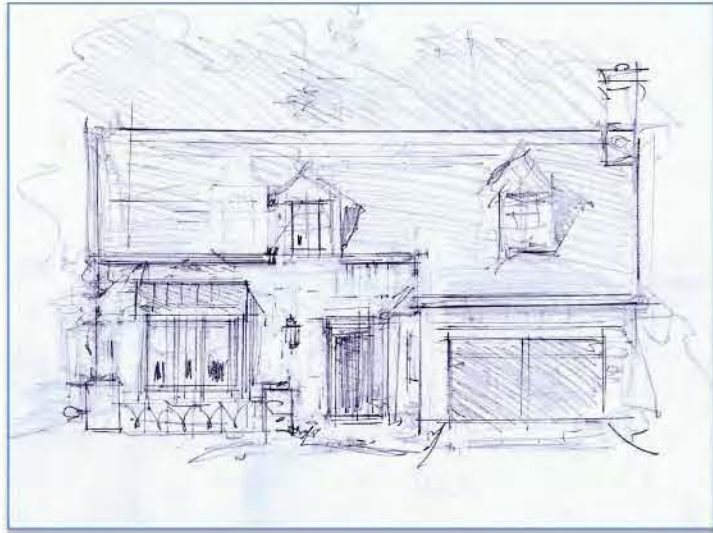
1 1/2 STORY "C"
BASEMENT

100 S.F. BASEMENT AREA,
84 S.F. FINISHED LOWER LEVEL



RANCH "I"
BASEMENT

1008 S.F. BASEMENT AREA,
86 S.F. FINISHED LOWER LEVEL



ELEVATIONS

EXHIBIT F



MODEL "K"

EXHIBIT F



MODEL "C"

EXHIBIT F



MODEL "I"

EXHIBIT F



ENTRY

EXHIBIT F

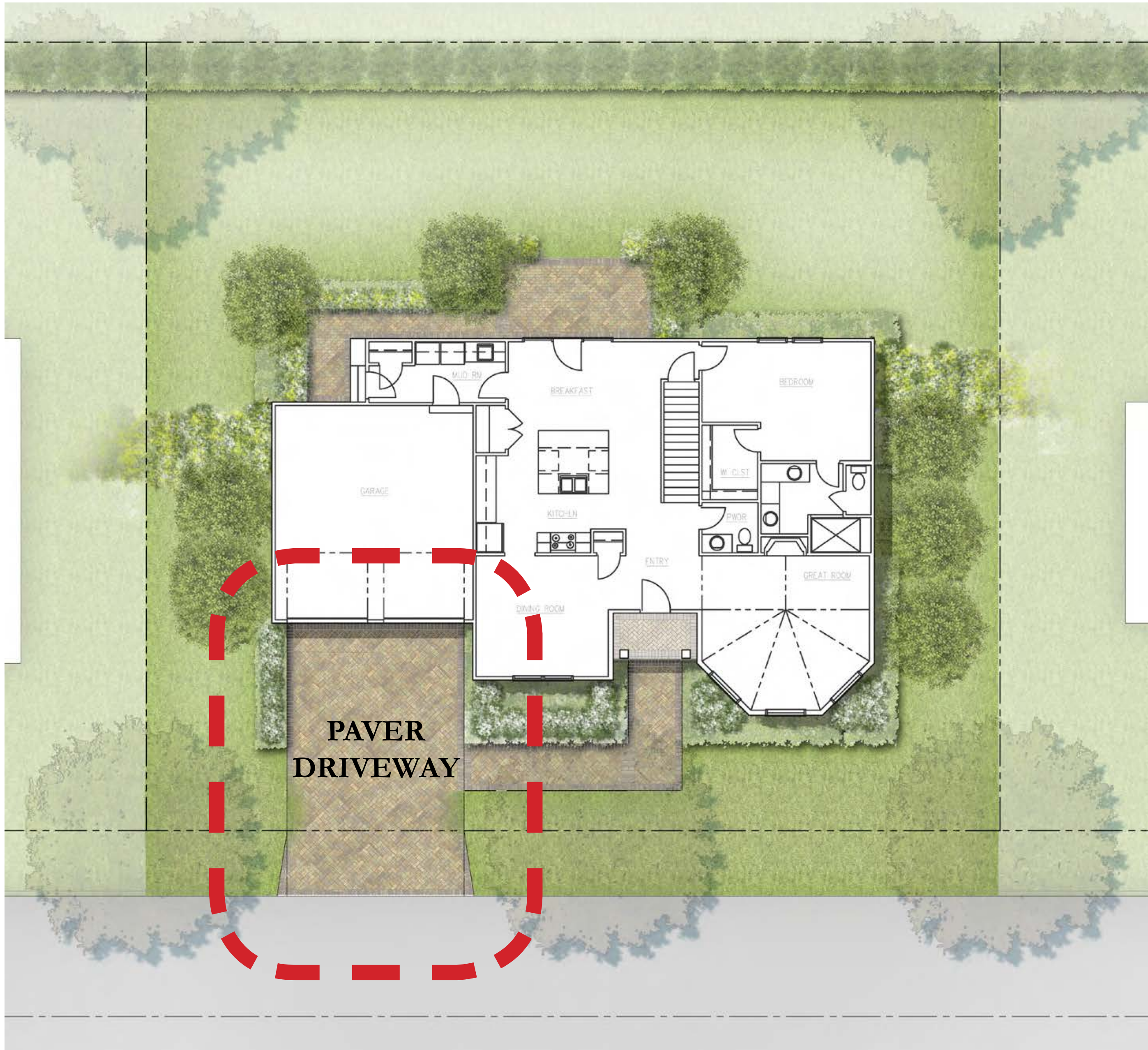


STREETSCAPE

EXHIBIT F



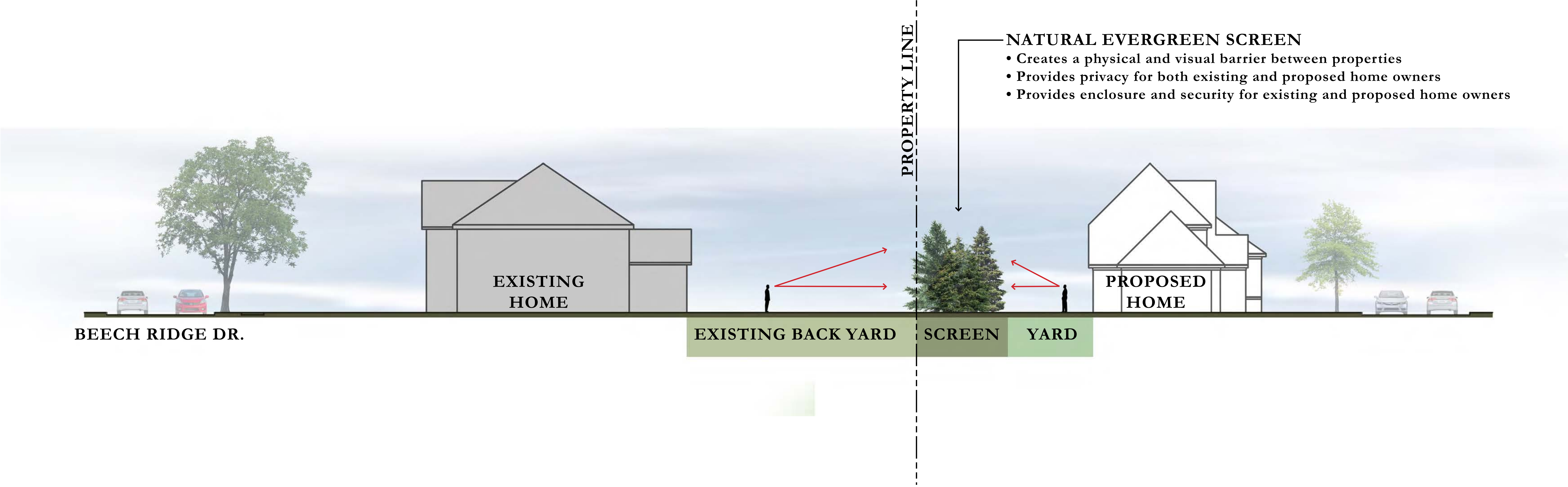
**PAVER DRIVEWAYS TO MATCH ARCHITECTURE
(TYPICAL THROUGHOUT DEVELOPMENT)**



Typical Unit Plan (NOTE: landscape plan will vary based on home owner preference)

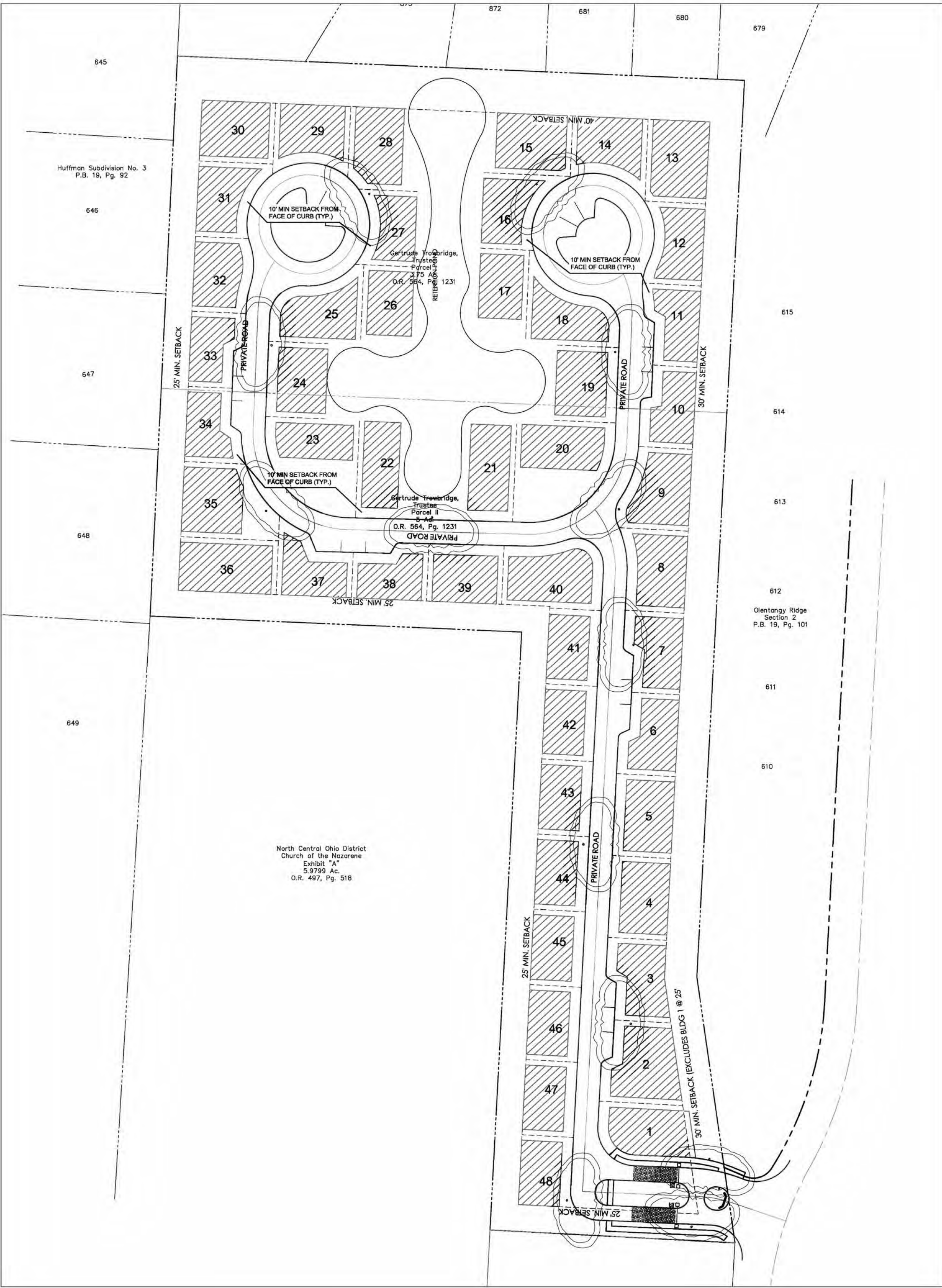


**PAVER DRIVEWAYS UNIFY THE DESIGN AND
ESTABLISH A HIGH QUALITY STANDARD WHILE
APPROACHING AND ENTERING THE HOMES**

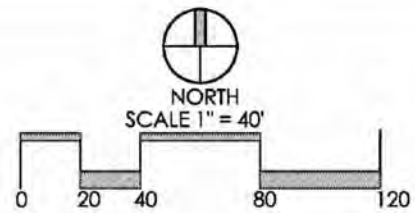


Harpers Point, Section: Vegetated Screen at Property Line

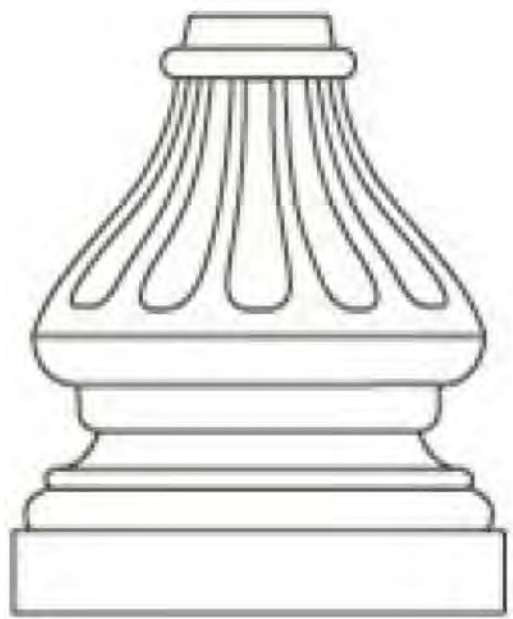
Exhibit “G-1 , G-1.1, and G-2” - Light Plans and Light Fixtures



HARPER'S POINTE



Lighting Systems
Of Columbus, Inc.



#	Date	Comments
Revisions		

Drawn By:

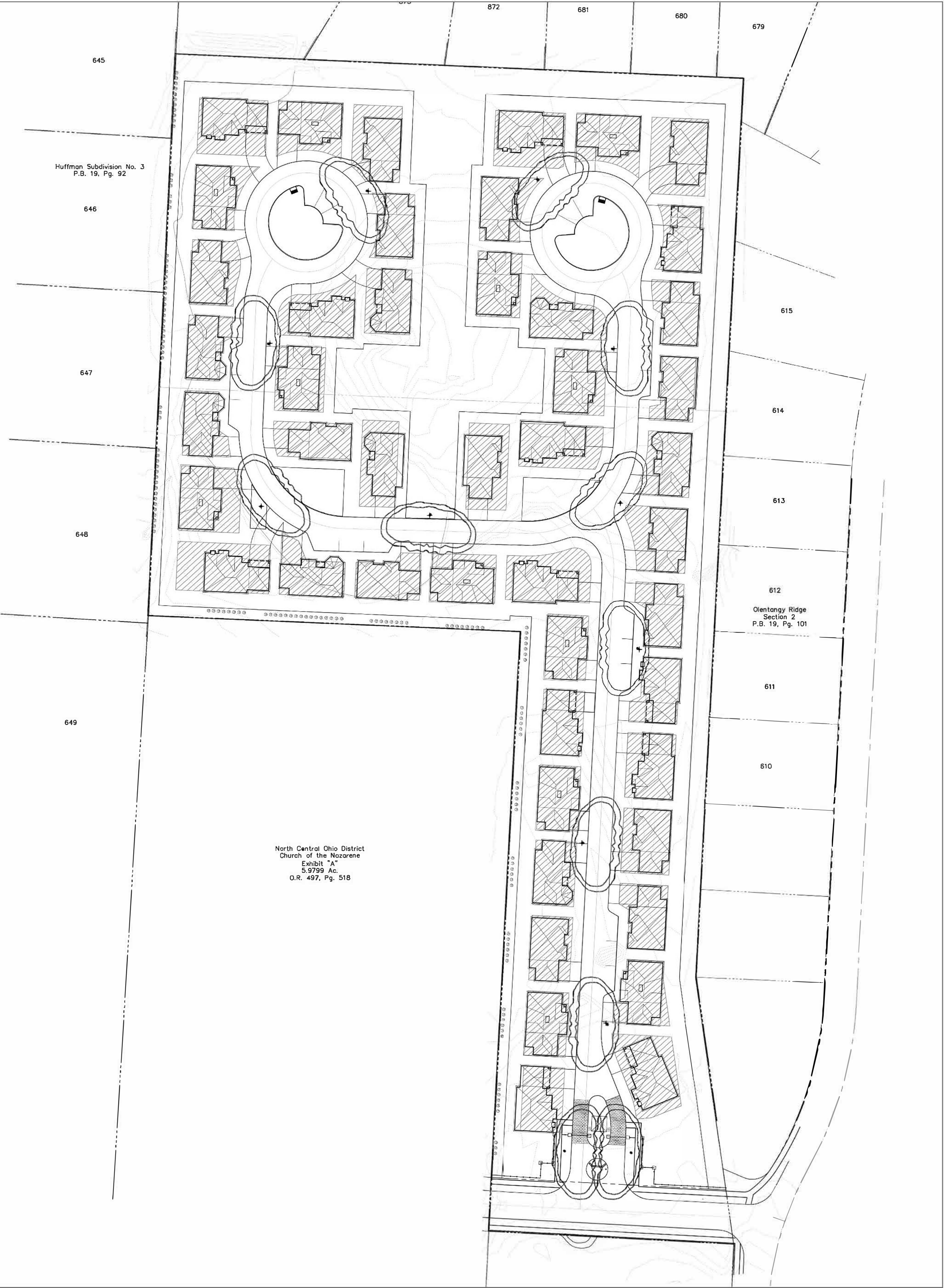
Checked By:

Date: 1/15/2015

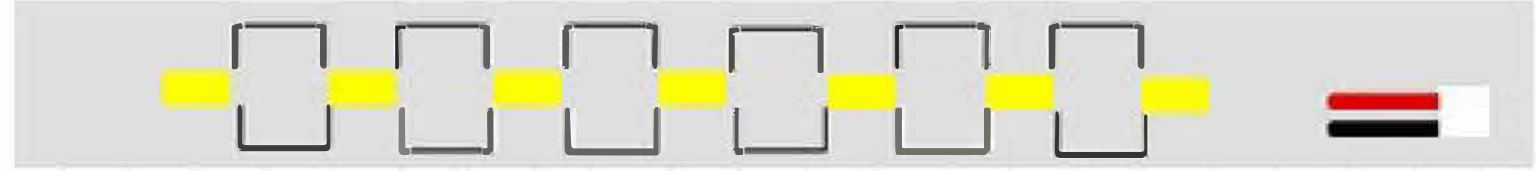
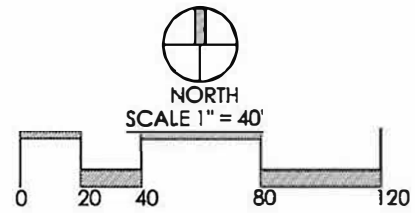
Scale:

Project_1

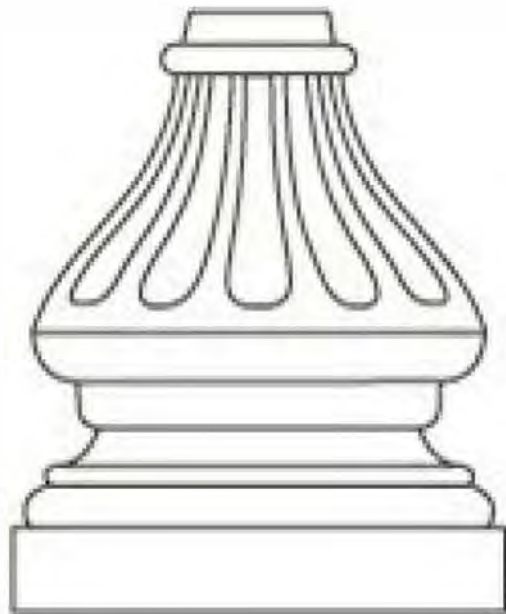
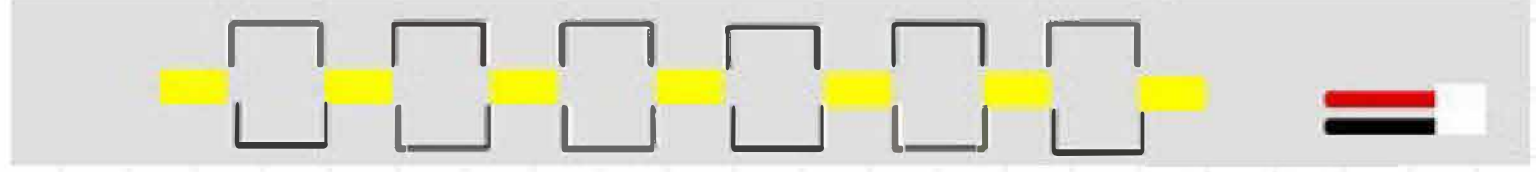
EXHIBIT G-1



HARPER'S POINTE



Lighting Systems
Of Columbus, Inc.



#	Date	Comments

Revisions

Drawn By:
Checked By:
Date: 4-24-2015

Scale:

Project_1



DECORATIVE LAMP POST

POLE **RS4**
DECORATIVE BASE **D8S**

SMOOTH STRAIGHT 4 INCH DIAMETER POLE SHAFT

- Straight Non-Tapered, reinforced composite pole shaft
- Direct Embedded and Anchor Base models
- One piece XTREME® elastomeric urethane base cover

Ordering Information

SAMPLE CATALOG NUMBER LOGIC

	B	C	D	E	F	G
RS4-D8S	12	DE	DGR	40	-30	
RS4-D8S	12	AB	BLK	27	-35	RC
BASE & POLE DESIGN	ABOVE GRADE HEIGHT	INSTALLATION METHOD	COLOR	TENON O.D.	TENON HEIGHT	OPTIONS

B ABOVE GRADE HEIGHT

Cat No.	Description
6	6 feet/1.83M
7	7 feet/2.13M
8	8 feet/2.44M
9	9 feet/2.74M
10	10 feet/3.05M
11	11 feet/3.35M
12	12 feet/3.66M

C INSTALLATION METHOD

Cat No.	Description
DE	Direct Embedded
AB	Anchor Base

D COLOR

Cat No.	Description
BLK	Black
MTB	Matte Black
DBZ	Dark Bronze
DGR	Dark Green
HTG	Hunter Green
SLV	Silver
WHT	White
GRY	Grey
CC	Custom color - Please provide a min. 3" x 3" color chip.
RAL	Please provide a four digit RAL color number.

E TENON O.D. (OUTSIDE DIAMETER)

Cat No.	Description
23	2 3/8" (60mm)
27	2 7/8" (73mm)
30	3" (76mm)
35	3 1/2" (89mm)
40	4" (102mm)

F TENON HEIGHT

Cat No.	Description
-30	3.0" (76mm)
-35	3.5" (89mm)
-40	4.0" (102mm)
-50	5.0" (127mm)

• For other tenon sizes contact the factory.

G OPTIONS

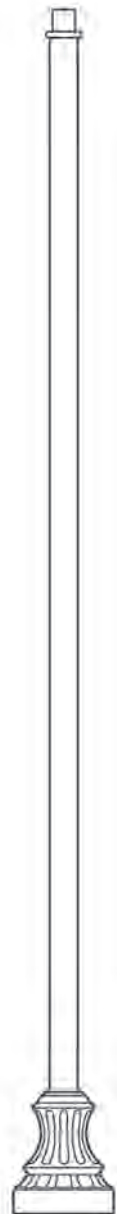
R1 Single receptacle and housing with spring loaded cover. Molded in dark grey color. Standard location is 12"/305mm below the top of the pole.

RC Receptacle housing and a NEC approved cover. GFCI receptacle by others. Standard location is 12"/305mm below the top of the pole.

• Other accessories are shown on the Accessories specification sheet.

ABOVE GRADE HEIGHT

12' MODEL SHOWN



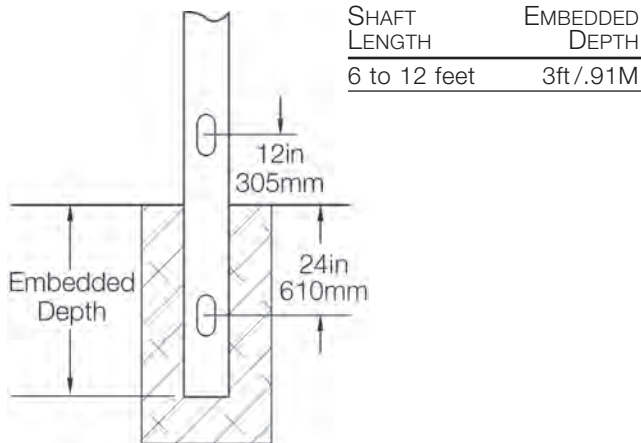
HEIGHT: 15"/380MM

BASE DIAMETER: 12"/305MM

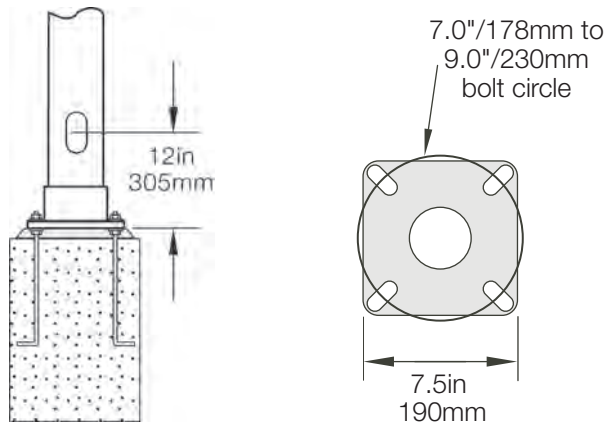
EXHIBIT G-2

whatley.com

877-959-7678

Direct Embedded - DEAnchor Base Installation - AB

BOLTS: 5/8" x 21" x 3" Galvanized with 8 washers and 4 nuts.

Wind Loading Data

		WIND SPEED (MPH) WITH 3 SECOND GUST FACTOR							
Cat No.	Description	WT	90	100	110	120	130	140	150
6	6 feet/1.83M	43	20.0	16.0	13.1	10.9	9.3	8.0	6.9
7	7 feet/2.13M	67	17.2	13.8	11.2	9.3	7.9	6.8	5.8
8	8 feet/2.44M	70	15.1	12.0	9.7	8.0	6.8	5.8	5.0
9	9 feet/2.74M	73	13.3	10.5	8.5	6.9	5.8	5.0	4.3
10	10 feet/3.05M	75	11.8	9.3	7.4	6.0	5.1	4.3	3.7
11	11 feet/3.35M	78	10.5	8.2	6.5	5.3	4.4	3.7	3.2
12	12 feet/3.66M	81	9.4	7.3	5.7	4.6	3.8	3.2	2.7

Wind speed values are for a 3-second gust per ASCE 7-05 and AASHTO 2009. Calculated per ASCE 7-05, 50-year recurrence interval, 1.0 Importance factor. Assumes load 12 inches above the pole top. Safety factor = 2.0.

Values are based on anchor base applications. Contact the factory for direct embedded application EPA's.

SpecificationsPOLE SHAFT

The composite lamp post shall be smooth straight. The post shall be 4 inches (102mm) in diameter with a nominal wall thickness of .28 inches (7mm). The hand hole shall be 2 inches (51mm) x 4 inches (102mm) with a cover. The post shall be constructed of fiberglass reinforced isophthalic epoxy resin utilizing glass roving, continuous strand mat and off axis fibers oriented for optimum strength and rigidity. The post shall be non-conductive and chemically inert.

PERFORMANCE CRITERIA

The post shall be designed with a minimum safety factor of 2:1 and have no more than a 10% deflection at full wind loading. The post shall deflect no more than 2.5% of the above-ground length with 100 lbs. of lateral top load (stiffness). Poles shall be tested and rated per ASCE 7-05 and AASHTO 2009 specifications for pole structures.

DIRECT EMBEDDED INSTALLATION

Direct embedded poles shall have a 2 inch (51mm) x 4 inch (102mm) hole for conduit entrance 24 inches (610mm) below finished grade. Embedded depths may vary per local codes, site soil conditions, drainage and very high wind conditions.

ANCHOR BASE INSTALLATION

Anchor bases shall be constructed of steel or 6061-T6 aluminum base plate. The base shall be factory bonded to the post. The anchor base shall have four holes at ninety degrees, accommodating a bolt circle of 7 inches (178mm) to 9 inches (230mm).

POST TOP

A painted 6061-T6 aluminum tenon shall be firmly bonded to the pole for mounting a post-top luminaire or arm.

FINISH

The surface of the post shall be uniform and consistent for the entire length of the post. A UV-resistant catalyzed urethane coating shall be extremely durable and retains its gloss after a 5000 hour exposure test (ASTM) to the sun, with no dulling or chalking of the surface.

ORNAMENTAL BASE COVER

The ornamental decorative base cover shall be one piece and constructed from a proprietary elastomeric urethane and finished to match the post. The base shall be corrosion free and extremely resistant to impact and chipping.

WARRANTY

The products shall be warranted to be free of defects for five years from the date of shipment from the factory.

EXHIBIT G

Providence® Medium with HID Optic– PROV

TYPE

- Horizontal reflector Type 2, 3, 4, & 5
- Vertical reflector Type Type 2, 3, 4, & 5
- Asymmetric & Symmetric Indirect reflector
- Compact fluorescent available

- IP65 rating
- Powder coat finish in 13 standard colors with a polymer primer sealer

PROV (HID)



1. LUMINAIRE PROV	2. REFLECTOR	3. LAMP/BALLAST	4. COLOR	5. OPTIONS	6. MOUNTING

1. LUMINAIRE

- ☐ PROV Providence medium housing scale

2. REFLECTOR

HID (Flat tempered clear glass lens)

Horizontal Reflector

Vertical Reflector

- ☐ H2 (Type 2)
☐ H3 (Type3)
☐ H4 (Type4)
☐ H5 (Type5)

- ☐ V3 (Type3)
☐ V5 (Type5)

Indirect

- ☐ INDA (Asymmetric)
☐ INDS (Symmetric)

3. LAMP/BALLAST

COMPACT FLUORESCENT (Use GX24q base, 26, 32 or 42 watt lamp. -180 C minimum starting temp Direct only.)

- ☐ CF

METAL HALIDE (120/208/240/277 volt ballast)

Medium base, ED-17 lamp

- ☐ 50MH ☐ 70MH ☐ 100MH

G12 base, T-6 ceramic lamp

- ☐ 70MHT6

ELECTRONIC METAL HALIDE (120 thru 277 volt)

Medium base, ED-17 lamp

- ☐ 50MHEB ☐ 70MHEB ☐ 150MHEB

G12 base, T-6 ceramic lamp

- ☐ 70MHT6EB ☐ 150MHT6EB

PULSE START METAL HALIDE (120/208/240/277 volt ballast)

Medium base, ED-17 lamp

- ☐ 150PSMH ☐ 175PSMH (Vertical reflector only)

G12 base, T-6 ceramic lamp

- ☐ 150PSMHT6

HIGH PRESSURE SODIUM (120/208/240/277 volt ballast)

Medium base, ED-17 lamp

- ☐ 70HPS ☐ 100HPS ☐ 150HPS

All ballasts are factory wired for 277 volts, unless specified. Lamps not included.

4. COLOR

- | | |
|---|---|
| <input type="checkbox"/> AWT (Arctic White) | <input type="checkbox"/> CRT (Corten) |
| <input type="checkbox"/> BLK (Black) | <input type="checkbox"/> MAL (Matte Aluminum) |
| <input type="checkbox"/> MTB (Matte Black) | <input type="checkbox"/> MDG (Medium Grey) |
| <input type="checkbox"/> DGN (Dark Green) | <input type="checkbox"/> ATG (Antique Green) |
| <input type="checkbox"/> DBZ (Dark Bronze) | <input type="checkbox"/> LGY (Light Grey) |
| <input type="checkbox"/> WRZ (Weathered Bronze) | <input type="checkbox"/> RAL/PREMIUM |
| <input type="checkbox"/> BRM (Metallic Bronze) | COLOR (Provide RAL) |
| <input type="checkbox"/> VBL (Verde Blue) | <input type="checkbox"/> CUSTOM COLOR |
| | (Provide color chip for matching) |

5. OPTIONS

- | | |
|---|--|
| <input type="checkbox"/> SPK (Decorative spike) | <input type="checkbox"/> PFN (Finial painted brass) |
| <input type="checkbox"/> BPS (Struts painted brass) | <input type="checkbox"/> PCA-T (Rotatable photocell) |
| <input type="checkbox"/> HSS (House side shield, not available for Type 5. Factory installed) | |
| <input type="checkbox"/> LDL (Lightly diffused lens. Frosted, flat tempered glass lens has a lightly diffused finish to minimize the lamp and reflector brightness.) | |
| <input type="checkbox"/> QRS (Restrike controller and T-4 mini-can socket will light following power outage until HID reaches full brightness. (Lamp wattage not to exceed ballast wattage). Horizontal reflector only.) | |
| <input type="checkbox"/> QL (Socket for T-4 mini-can lamp, field wired to a separate circuit. (Lamp wattage not to exceed ballast wattage). Must be field wired to a separate 120 volt circuit. Horizontal reflector only.) | |

6. MOUNTING – Must choose one

WALL MOUNT

- | | | | |
|---------------------------------|---------------------------------|--------------------------------|--------------------------------|
| <input type="checkbox"/> WMA55 | <input type="checkbox"/> WMA56 | <input type="checkbox"/> WMA57 | <input type="checkbox"/> WMA7 |
| <input type="checkbox"/> WMA9U | <input type="checkbox"/> WMA22U | <input type="checkbox"/> WMA11 | <input type="checkbox"/> WMA12 |
| <input type="checkbox"/> WMA16 | <input type="checkbox"/> WMA17 | <input type="checkbox"/> WMA18 | <input type="checkbox"/> WMA20 |
| <input type="checkbox"/> WMA22D | <input type="checkbox"/> WMA24 | <input type="checkbox"/> WMA37 | <input type="checkbox"/> WMA38 |
| <input type="checkbox"/> WMA39 | | | |

POLE MOUNT

- | | | | |
|--------------------------------|---------------------------------|--------------------------------|---------------------------------|
| <input type="checkbox"/> SLA1 | <input type="checkbox"/> SLA1-2 | <input type="checkbox"/> SLA8U | <input type="checkbox"/> SLA22U |
| <input type="checkbox"/> TRA55 | <input type="checkbox"/> TRA56 | <input type="checkbox"/> TRA57 | |

PIER MOUNT

- | | | |
|------------------------------|------------------------------|------------------------------|
| <input type="checkbox"/> PM1 | <input type="checkbox"/> PM2 | <input type="checkbox"/> PM3 |
|------------------------------|------------------------------|------------------------------|

Visit www.aal.net for Arms, Poles & Accessories Specification Guide

SPECIFICATIONS

REFLECTOR MODELS – REFLECTOR/LAMP

The upper lamp housing shall be die cast aluminum. The internal reflector module is sealed from the outer housing with a molded silicone gasket. The tempered glass lens shall be sealed to the housing with a silicone gasket. One stainless steel latch shall release the door to allow access the lamp. The reflector module shall be composed of faceted, specular and semi specular anodized aluminum panels rigidly attached in a die cast aluminum housing. The reflector shall be removed without tools by lifting it out of the four spring loaded posts. The reflector tray shall be rotatable on 90° centers for orienting the light distribution. Sockets are medium base for ED-17 lamps, G12 for use with T6 lamps, All HID sockets are pulse rated porcelain.

REFLECTOR – BALLAST

The lower ballast housing shall be die cast aluminum. The tool-less ballast access for servicing is accomplished by a quarter turn motion of the top cover. The ballast shall be mounted on a prewired tray with a quick disconnect plug attached to the underside of the cover. HID ballasts are high power factor, rated for -30°C starting. Electronic ballasts for metal halide lamps are sound rated A. Ballasts are wired at the factory for 277 volts, unless specified. Compact fluorescent transformers shall accept 120 to 277 volt input and rated for -18°C starting.

INDIRECT MODELS – LOWER LAMP MODULE

The lower housing shall contain the lamp module. The cover shall be die cast aluminum with a tempered glass lens. The lamp shall be accessed by turning the lamp housing cover a quarter turn. The reflector shall be polished, anodized aluminum with an extremely narrow beam for directing the light to the upper reflector. Sockets are medium base for ED-17 lamps or G12 for use with T6 lamps, All sockets are pulse rated porcelain.

See next page

JOB _____
 TYPE _____
 NOTES _____



ARCHITECTURAL AREA LIGHTING
 16555 East Gale Ave. | City of Industry | CA 91745
 P 626.968.5666 | F 626.369.2695 | www.aal.net
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INDIRECT MODELS – UPPER REFLECTOR/BALLAST

The die cast aluminum upper housing shall contain the ballast assembly and the indirect reflector. The ballast shall be mounted on a prewired tray with a quick disconnect plug. The HID ballasts are high power factor, rated for -30°C starting. Ballasts are wired at the factory for 277 volts, unless specified. The indirect reflector is mounted to the underside of the upper housing. The reflector shall be die cast aluminum, finished in a high reflectance white. The indirect reflector models shall be IES classified as full cutoff with less than 1% lumen output above 90 degrees.

INSTALLATION & MOUNTING

The Medium (PROV) Providence shall be factory supplied as a complete, prewired assembly. The PROV fitter shall slip over a 4"/100 mm O.D. pole, be secured and leveled with stainless steel set screws. For 5"/127mm O.D. pole, the AD5 can be used.

FINISH

Fixture finish consists of a five stage pretreatment regimen with a polymer primer sealer, oven dry off, and top coated with a thermoset super TGIC polyester powder coat finish. The finish shall meet the AAMA 605.2 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance

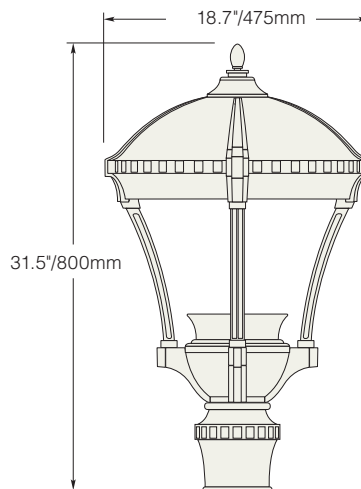
CERTIFICATION

The fixture shall be listed with ETL for outdoor, wet location use. Conforms to the UL1598 and Canadian CSA Std. C22.2 no.250 standard. IP65.

WARRANTY

Providence HID is warranted for 3 years. Any unauthorized return, repair, replacement or modification of the Product(s) shall void this warranty. This warranty applies only to the use of the Product(s) as intended by AAL and does not cover poles, arms, mounting, or any misapplication or misuse of said Product(s), or installation in hazardous or corrosive environments. *Contact AAL for complete warranty language, exceptions, and limitations.

DIMENSIONS



Weight: 29 LBS

EPA: 0.96

PROV H5 150MH WATTAGE: 185 LUMEN OUTPUT: 7178 EFFICACY: 67.5

B3 U0 G1

FORWARD LIGHT LUMEN

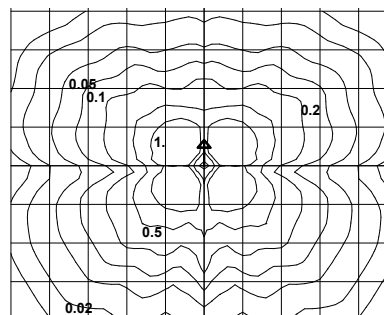
FL	30°	1.9%	240
FM	60°	15.1%	1889
FH	80°	11.3%	1411
FVH	90°	0.4%	52

BACK LIGHT

BL	30°	1.8%	225
BM	60°	14.4%	1802
BH	80°	12.0%	1500
BVH	90°	0.5%	60

UPLIGHT

UL	100°	0%	0
UH	180°	0%	0



20' MOUNTING HEIGHT

Mounting Height	Multiplier
10	4.000
15	1.778
20	1.000
25	0.640
30	0.444
35	0.327
40	0.250
45	0.198
50	0.160

UPLIGHT 0%
DOWNLIGHT 100%

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Current Search Criteria:

Category

Finish

Family

Style

Room

Lights

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- Delta Bath Match
- Progress LED
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- Bar Lighting
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- Bedroom Lighting
- Dining Room Lighting
- Great Room Lighting
- Hall & Foyer Lighting
- Kitchen Lighting
- Outdoor Lighting
- Sitting Room Lighting

- Accessories
- Bath & Vanity
- Bath Fans
- Ceiling Fans
- Chandeliers
- Close-to-Ceiling
- Commercial Outdoor
- Directionals
- Exit Signs
- Flex Track System
- Hall & Foyer
- Landscape
- Modular Fluorescent
- Outdoor
- Pendants
- Pendants Mini-Pendants
- Recessed-Accessory
- Recessed-Housing
- Recessed-Trim
- Sconces
- Step Lights
- Track
- Undercabinet
- Wall Bracket

[Outdoor](#) > [Nottingham](#) > P5835-71

P5835-71

Category: Outdoor

Room Type: Outdoor Lighting

Finish: Gilded Iron

Style: Traditional/Formal

Family: Nottingham

Description: Two-light wall lantern with water glass panels.

MSRP: \$277.97

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+ Technical Details

Width/Diameter: 8"

Height: 19-5/8"

Lamp Quantity: two

Lamp Type: Candelabra Base

Lamp Wattage (Max): 60

Notes:

+ Additional Support

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P5835-71



P5835-77



P5836-71



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Exhibit “H” - Sample Declaration and Bylaws

Doc ID: 011045060066 Type: OFF
Kind: DECLARATION
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Fee Amt: \$540.00 Page 1 of 66
Workflow# 0000116100-0001
Delaware County, OH
Melissa Jordan County Recorder
File# 2016-00010374
BK **1415** PG **2421-2486**

TALON TITLE AGENCY (BOX)
570 POLARIS PKWY STE 140
WESTERVILLE, OH 43082

Delaware County
The Grantor Has Complied With
Section 319.202 Of The R.C.
DATE 4/19/16 Transfer Tax Paid 0
~~TRANSFERRED OR TRANSFER NOT NECESSARY~~
Delaware County Auditor By BH

**DECLARATION OF COVENANTS,
EASEMENTS, RESTRICTIONS, ASSESSMENTS
AND ASSESSMENT LIENS**

Talon Box-C FOR

(1)

THE COURTYARDS AT VILLAGE CROSSING

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

Cross Reference: Official Record Volume 1397 at page 2110, et seq.
Plat Cabinet 4, Slides 43 and 43A

This instrument was prepared by:

Calvin T. Johnson, Jr., Esq.
Brosius, Johnson & Griggs, LLC
1600 Dublin Road, Suite 100
Columbus, Ohio 43215

EXHIBIT H

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Exhibits

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**DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS,
ASSESSMENTS AND ASSESSMENT LIENS FOR
THE COURTYARDS AT VILLAGE CROSSING**

This Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens (this "**Declaration**") is made on or as of this 31st day of March, 2016, by EPCON STATE STREET, LLC, an Ohio limited liability company, ("**Declarant**") and NSS DEVELOPMENT LLC, an Ohio limited liability company, ("**NSS**") who joins herein for the sole purpose of submitting and subjecting its property, as hereinafter described, to the provisions of this Declaration.

Background

1. Declarant is the owner in fee simple of the following real estate:

Situating in the State of Ohio, County of Delaware, and City of Westerville and described as follows:

Being Lot Numbers 3, 5, 8, 11 through 14, both inclusive, 17, 25, 26, 27, 28, 30, 31, 32, 33, 35 and 36, respectively, of the Courtyards at Village Crossing, as said Lots are numbered and delineated upon the plat recorded in Official Record Volume 1397 at page 2110, et seq. (Plat Cabinet 4, Slides 43 and 43A), Recorder's Office, Delaware County, Ohio.

2. NSS is the owner in fee simple of the following real estate:

Situating in the State of Ohio, County of Delaware, and City of Westerville and described as follows:

Being Lot Numbers 1, 2, 4, 6, 7, 9, 10, 15, 16, 18 through 24, both inclusive, 29, 34, and 37 through 40, both inclusive, and Reserves A and B of the Courtyards at Village Crossing, as said Lots and Reserves are numbered or lettered and delineated upon the plat recorded in Official Record Volume 1397 at page 2110, et seq. (Plat Cabinet 4, Slides 43 and 43A), Recorder's Office, Delaware County, Ohio.

3. The property described in Paragraphs 1 and 2 of this Background Section is collectively referred to herein as the "**Subject Property**".

4. The Subject Property is being developed and built as a residential subdivision of lots for single-family homes known as The Courtyards at Village Crossing (the "Community") and may include amenities, landscaped areas, entranceway and community border features, reserves, open or green spaces, and storm water drainage facilities.

5. Declarant and NSS desire hereby to restrict the use and occupancy of the Subject Property and provide for the preservation of the values of and amenities in the Community for the benefit of the present and future Owners of the Lots and the Improvements constructed on them.

6. Declarant and NSS hereby declare that all of the Subject Property shall be encumbered with the following covenants, easements and restrictions which shall run with the land and be binding on all parties having any right, title or interest in the Subject Property, or any part thereof, their heirs, successors and assigns, including the future Owners of any Lot, the Declarant, the Declarant's successors and assigns, NSS, NSS' successors and assigns, and any utility companies, whether public or private, who are granted rights herein.

7. Declarant and NSS deem it desirable for the accomplishment of these objectives to create an association to which is delegated and assigned the non-exclusive right and obligation to administer and enforce the provisions hereof, to own and/or maintain certain property, to have easement rights with respect to certain property, to administer such property, and to collect and disburse funds necessary to accomplish these objectives. Accordingly, Declarant shall cause to be incorporated a homeowners' association as a nonprofit corporation under and pursuant to the laws of Ohio, whose Members are and will be all of the Owners of a Lot or Lots in the Community.

COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS AND ASSESSMENT LIENS

NOW THEREFORE, Declarant, with respect to the property described in Paragraph 1 of the Background Section of this Declaration, and NSS, with respect to the property described in Paragraph 2 of the Background Section of this Declaration, hereby declare that all of the Subject Property (currently being all of the property described in Paragraphs 1 and 2 of the Background Section of this Declaration) shall be held, sold, conveyed and occupied subject to the following covenants, easements, and restrictions, which are for the purpose of protecting the values and desirability of, and which shall run with the title to, each part of the Community, and be binding on all parties having any right, title or interest therein, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, NSS, each owner of property in the Community, the homeowners association, and the respective

personal representatives, heirs, successors and assigns of each.

1. **DEFINITIONS.**

The following terms used in this Declaration shall have these meanings, unless the context requires otherwise:

- (a) **"Articles" and "Articles of Incorporation"** -- the Articles of Incorporation filed with the Secretary of State of Ohio on January 22, 2016, incorporating The Courtyards at Village Crossing Homeowners' Association, Inc. (the **"Association"**) as a non-profit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio (**"Chapter 1702"**).
- (b) **"Assessments"** -- charges levied by the Association on Lots and their Owners, consisting of Operating Assessments, Special Assessments, and Individual Lot Assessments.
- (c) **"Association"** -- an association of all of the Owners of Lots in the Community, at any time, except Owners of Exempt Property with respect to that property. The Association has been incorporated as an Ohio non-profit corporation named "The Courtyards at Village Crossing Homeowners' Association, Inc." and has been assigned corporate entity number 3853910 by the Secretary of State of Ohio.
- (d) **"Board"** -- those persons, who as a group, serve as the Board of Directors of the Association.
- (e) **"Code of Regulations" and "Code"** -- the Code of Regulations of the Association (sometimes referred to as "bylaws") created under and pursuant to the provisions of Chapter 1702, providing certain operating rules and procedures for the Association. A true copy of the Code of Regulations is attached hereto as Exhibit A and made a part hereof by this reference.
- (f) **"Common Elements"** -- all real and personal property now or hereafter acquired by the Association, or benefited by easement to it, pursuant to the provisions hereof, or otherwise, for the common use and the enjoyment of the Owners, or for the operation of the Association; provided that the foregoing shall not include easement rights with respect to a Home Structure or Dwelling Unit. The Common Elements may include open spaces, Reserve areas, entranceway and community border features, detention areas, and other property designated by Declarant or the Board (as the Board will be constituted following the Turnover Date) to be Common Elements, and benefiting the Owners and Occupants of the Lots and Improvements in the Community. The Common Elements shall include not only

real or personal property owned by the Association, but also shall include real or personal property for the maintenance of which the Association has responsibility under this Declaration, pursuant to applicable zoning regulations, approved plat(s), and/or under any agreement entered into by the Declarant or by the Association, the terms of which are binding on the Association. The Common Elements specifically includes Reserves A and B identified in Paragraph 2 of the Background Section of this Declaration.

- (g) **"Common Expense"** -- costs and expenses incurred by the Association in fulfilling its functions pursuant to the provisions of the Governing Documents.
- (h) **"Community"** or **"The Courtyards at Village Crossing"** -- all property that at any time has been subjected to the provisions of this Declaration (which includes all of the Subject Property) and the Common Elements and any subsequent additions thereto.
- (i) **"Courtyard Easement"** -- means an easement located on a Lot and benefitting a contiguous Lot and the owners thereof and permitting and providing for the construction, reconstruction, maintenance, repair, replacement and use of an enclosed courtyard area and the improvements within that area, including, but not limited to, patios, porches, fire pits, water features, and landscaping. The Courtyard Easement area is an area bounded generally by the side of the Home Structure located on the Lot, fences extending to and from the Home Structure on the Lot and the Home Structure on the adjacent contiguous Lot to which the fences extend, and the property boundary line between the two contiguous Lots all as initially constructed by Declarant or NSS (or their specific successors and assigns) and/or shown on a recorded plat of the Community.
- (j) **"Declarant"** -- Epcon State Street, LLC and any successor or assignee to which it specifically assigns any of its rights and which assumes its obligations hereunder by a written instrument.
- (k) **"Declaration"** -- this instrument, by which the Subject Property is hereby submitted to the provisions hereof.
- (l) **"Design Review Committee"** -- the person(s) having the power and authority to establish and enforce architectural standards governing the construction of Improvements in the Community.
- (m) **"Dwelling Unit"** -- that portion or those portions of the Home Structure on a Lot described as a Dwelling Unit in this Declaration.

- (n) **"Exempt Property"** -- means the portion of the real property comprising the Community (a) now or hereafter dedicated to common public use or owned by the United States, the State of Ohio, the County, the City, any school board, or similar governmental body, or any instrumentality or agency or any such entity, for so long as any such entity or any such instrumentality or agency shall be the owner thereof, or (b) owned by the Association; provided in either such case, the same is not utilized as a residence.
- (o) **"Governing Documents"**-- the Association's Articles of Incorporation, Code of Regulations, its Rules and all amendments thereto, all architectural standards adopted from time to time by the Design Review Committee, this Declaration and all amendments thereto, applicable building and zoning laws and ordinances, and any recorded plats of Subject Property.
- (p) **"Home Structure"** -- all portions of the single family home constructed on a Lot not defined as being part of a Dwelling Unit in this Declaration, or as determined by the Board from time to time, and includes, without limitation, the roofs, porches outside of courtyard areas, exteriors, gutters, downspouts, driveways, service walks, sidewalks in front of a Lot, stone or columns, exterior siding, exterior trim and fences enclosing courtyard areas, but not the courtyard area itself or improvements therein.
- (q) **"Improvements"** -- all single-family homes, dwellings, buildings, outbuildings, sheds, garages and other structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools, hot tubs, and spas; sport and recreational courts, fixtures and facilities, including basketball hoops, and lacrosse and soccer goals; children's recreational equipment or structures, including playground equipment, swing-sets, playhouses, tree houses and forts; pet houses, runs, and enclosures; changing of colors or materials; exterior ornamentations; exterior lighting; slope and drainage alterations; roads, driveways, uncovered parking areas and other such areas; fences, mailboxes, trellises, walls, retaining walls, exterior stairs, decks, patios and porches and walkways; planted trees, hedges, shrubs and other forms of landscaping; and all other structures or improvements of every type.
- (r) **"Individual Lot Assessment"** -- an Assessment that the Board may levy upon a Lot and its Owners to reimburse the Association for costs incurred solely on behalf of that Lot, or the Owners thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner of that Lot; costs of additional insurance premiums reasonably allocable to an Owner because of use of Improvements on that Lot; costs of any utility expenses chargeable to an Owner but

not separately billed by the utility company; administrative charges for violations of the Governing Documents, late charges, and interest on delinquent Assessments, and costs of collection of delinquent obligations to the Association, including attorneys' fees and court costs, and all other charges reasonably determined to be chargeable solely to a Lot and its Owners.

- (s) **"Lot"** -- a separate parcel of real property now or hereafter identified upon a recorded subdivision plat of property in the Community and identified as a lot thereon, or any portion thereof, or recorded re-subdivision thereof, and any other separate parcel of real property designated as a Lot by Declarant, and subjected to the provisions of this Declaration, excluding the Common Elements and any portion of the Community dedicated for public use. NSS shall be permitted to designate a separate parcel of real property as a Lot if Declarant assigns its rights established via this Declaration.
- (t) **"Managing Agent"** -- the person or entity retained by the Board to assist in the management of the Association.
- (u) **"Member"** -- any person or entity meeting the requirement for membership in the Association.
- (v) **"NSS"** -- NSS Development LLC, and any successor or assignee to which it specifically assigns any of its rights and which assumes its obligations hereunder by a written instrument.
- (w) **"Occupant"** -- a person residing in a Dwelling Unit on a Lot, regardless of whether that person is an Owner.
- (x) **"Operating Assessment"** -- an Assessment that the Board may levy from time to time upon all Lots, other than Exempt Property, and their Owners, pursuant to the terms of this Declaration, to provide funds to pay Common Expenses, that is, funds needed to meet cash requirements of the Association for its operations and reasonable reserves.
- (y) **"Owner"** and **"Lot Owner"** -- the record Owner, whether one or more Persons, of fee simple title to a Lot, excluding vendors under recorded land installment contracts, but including the vendees, and excluding all others having an interest merely as security for performance of an obligation.
- (z) **"Person"** -- a natural individual, trustee, corporation, partnership, limited liability company, or other legal entity capable of holding title to real property.

- (aa) **"Planned Community Act"** -- Chapter 5312 of the Ohio Revised Code.
- (bb) **"Reserves"** -- one or more of the Reserves or open spaces in the Community, including specifically Reserves A and B, as delineated and shown on a recorded plat and subjected to the provisions hereof.
- (cc) **"Rules"** -- the rules and regulations governing use of property in the Community as may be established by the Board from time to time; and the architectural standards adopted by the Design Review Committee from time to time.
- (dd) **"Special Assessment"** -- an Assessment that the Board may levy upon all Lots, except Exempt Property, to pay for unanticipated operating deficiencies, or to pay for capital expenditures not regularly budgeted and not to be paid out of monetary reserves, such as costs for major capital improvement replacements and for major new capital improvements, or any other similar purpose determined appropriate by the Board in furtherance of its functions hereunder.
- (ee) **"Subject Property"** -- all property that at any time has been subjected to the provisions of this Declaration, and initially includes all of the property described in Paragraphs 1 and 2, respectively, of the Background Section of this Declaration.
- (ff) **"Turnover Date"** -- the date on which Declarant relinquishes its exclusive right to appoint all members of the Board, which date shall be no later than the date when the Community has been fully developed, and all Lots have been deeded to bona fide purchasers other than Declarant or NSS, provided Declarant reserves the right, in its sole and unfettered discretion (with the consent of NSS so long as NSS owns any part of the Subject Property), to turn over control of the Association, or selected functions thereof, at such earlier time as it determines in its sole and unfettered discretion.

2. GOALS.

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

- (a) Promotion of the health, safety and welfare of all Owners and Occupants of property in the Community;
- (b) Ownership, administration, preservation, beautification and maintenance of the Community's Common Elements and all Improvements thereon;
- (c) Enforcement of architectural controls and restrictions applicable to the Community;

- (d) Compliance with all zoning and similar governmental regulations applicable to the Community;
- (e) Provide for mandatory membership of Lot Owners in the Community, as it may be constituted, from time to time, in the Association, and the assessment and collection of funds to fulfill its objectives; and
- (f) To subject the Lots and Community to and to comply with the provisions of the Planned Community Act.

3. THE PROPERTY

3.1. Property Subject.

The property that shall be held, transferred, sold, conveyed and occupied subject to the terms of this Declaration shall initially consist of the Community, including all of the Lots described in Paragraphs 1 and 2 of the Background Section of this Declaration, and any and all rights appurtenant thereto.

4. THE ASSOCIATION.

4.1. Purposes.

The Association shall apply all funds received by it pursuant to the provisions of the Governing Documents, and all other funds and property received by it from any source, to the fulfillment of the purposes of the Association. Among other things, the purposes of the Association are to:

- (a) own, repair, maintain and regulate the use of, and to have easements with respect to, various facilities, amenities, and property in the Community that benefit more than one Lot or their Owners and/or the Community and its Owners and Occupants, including, without limiting the generality of the foregoing, the Common Elements and such other Improvements and amenities as designated to be Common Elements by Declarant, and after the Turnover Date, by the Board;
- (b) perform certain repairs and maintenance with respect to Home Structures;
- (c) administer and enforce the provisions of the Governing Documents; and
- (d) assess, collect and disburse funds necessary to fulfill these purposes.

4.2. Membership.

- (a) **Mandatory Membership.** Every Lot Owner shall be a Member of the Association. In the case of a Lot that is the subject of a recorded land installment contract, the vendee or vendees under that installment contract and not the vendor shall, while holding such interest, be a Member of the Association. There shall only be one membership per Lot. In the event the fee simple interest in a Lot, or ownership of the vendee interest in a Lot if applicable, is held by more than one Person, the co-interest holders of such interests while holding such interests collectively shall have only one membership in the Association as tenants-in-common, with respect to that Lot. Such membership is appurtenant to and inseparable from such interests. Status as a Member shall automatically transfer to the transferee of that interest at the time the fee simple interest is transferred of record. Initially those Lots to which these membership provisions apply shall be those Lots that are subjected hereby to the provisions of this Declaration. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation and the giving of a security interest or mortgage shall not terminate the membership of any Owner, provided further, there shall not be a membership appurtenant to a Lot dedicated to common public use or owned by any governmental body, instrumentality or agency for so long as such body, instrumentality or agency owns that Lot and so long as it is not utilized as a residence, nor for a Lot, if any, that becomes a Common Element, for so long as it remains a Common Element. Voting and all other matters regarding the governance and operation of the Association shall be as set forth in the Governing Documents.
- (b) **Voting.** Voting shall be a right separate and distinct from all other rights of membership in the Association. All voting rights of all Members of the Association shall inure to and be exercisable by the Declarant (with the consent of NSS so long as NSS owns any part of the Subject Property), through the Turnover Date, and no meetings of the Association's membership shall be required to be held prior to the Turnover Date. The Declarant may, in the exercise of its sole discretion and without altering or waiving the foregoing provisions, cause or allow one or more meetings to occur prior to the Turnover Date, for purposes stated by the Declarant, at which the Declarant (with the consent of NSS so long as NSS owns any part of the Subject Property) may consent to the exercise of voting rights by Members. On and after the Turnover Date, voting rights shall be exercisable by Members in accordance with the terms of the Governing Documents.

4.3. Powers; Authority; Duties.

The Association shall have all the rights, powers, and duties established, invested, or imposed in it pursuant to the Governing Documents, the Planned Community Act, and the laws of the State of Ohio applicable with respect to Ohio non-profit corporations. Among other things, the Association, through its Board, shall have the power to acquire, own and convey real estate, hold easements with respect to, and maintain the Common Elements, enforce and administer the Declaration, Rules, restrictions and covenants applicable to the Community, sue and be sued, levy and collect Assessments, collect and maintain reserves for replacements or anticipated expenditures, enter into contracts, mortgage and pledge all revenue received and to be received and/or to assign and pledge all revenues received or to be received by it under any provisions of the Governing Documents, including, but not limited to, the proceeds of the Assessments payable hereunder, and take such other actions as it deems appropriate to its purposes. The Association shall not be obligated to spend in any particular time period all the sums collected or received by it in such time period or in any other time period and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the Assessment in any year, but may carry forward from year to year and time to time such surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

4.4. Other Agreements.

The Association shall have the power and authority to contract with any person, corporation, firm or other entity, for the exercise of any one or more of the various powers and authority granted to and duties to be performed by the Association pursuant to the provisions of the Governing Documents, and to delegate such powers and authority to any agent or employee of the Association, and the exercise of those powers and authority by such person, corporation, firm, entity, agent or employee shall be deemed the exercise of those powers and authority by the Association, except that no independent contractor shall be deemed by virtue of these provisions to be the agent of the Association. There shall be no requirement of any bond or surety for the Association, its agents, employees, or others assuring the exercise of the powers and authority granted hereunder, except as the Board shall in its sole discretion deem necessary or desirable for the safeguarding of any funds received by the Association. The Association may enter into agreements with other community, subdivision and condominium associations and/or master associations pursuant to which the Association agrees (i) to share in the cost of maintaining, repairing and replacing landscaping, storm water retention facilities, mounding, fencing and any other improvements or services that benefit the Community or the Members; and (ii) grant reciprocal rights, licenses and/or easements to members of each such associations to use

and enjoy each other's common elements, subject to such rules and regulations, restrictions and fees as the Association may determine from time to time.

4.5. Rules and Regulations.

The Association may make and enforce reasonable Rules governing the use, operation and/or maintenance of all property which is a part of the Community, which shall be consistent with the other provisions of the Governing Documents. The Association shall have the power to impose sanctions on Members and Owners for any infraction of the Governing Documents, including the provisions hereof and the Rules, which such sanctions may include without limitation: (i) reasonable monetary administrative charges which shall be considered Individual Lot Assessments; (ii) suspension of the right to vote as a Member of the Association; and (iii) suspension of the right of the Owner and that Owner's Occupants, licensees, and invitees, to use the Common Elements or any part thereof, for any infraction of the Governing Documents, including but not limited to the provisions of this Declaration and the Rules; provided that no such Rule shall prohibit the right of ingress and egress to and from a Lot. In addition, the Board shall have the power to seek relief, including but not limited to, injunctive relief, in any court for violations or to abate violations of the provisions of the Governing Documents. If the Board expends funds for attorneys' fees or litigation expenses in connection with the enforcement of any provision of the Governing Documents, the amount so expended shall be due and payable by the Owner of the Lot whose Owner, Occupant, licensee or invitee violated the provisions of the Governing Documents, and the same shall be an Individual Lot Assessment against such Owner's Lot.

4.6. Implied Rights.

The Association may exercise any other right or privilege given to it expressly by the laws of the State of Ohio or any provision of the Governing Documents, and every other right or privilege reasonably implied from the existence of any right or privilege granted thereby, or reasonably necessary to effect any such right or privilege.

4.7. Managing Agent.

The Board may retain and employ on behalf of the Association a Managing Agent, which may be Declarant, and may delegate to the Managing Agent such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Managing Agent shall be a Common Expense.

4.8. Insurance.

- (a) Fire and Extended (Special Form) Coverage. The Association shall, with respect to insurable property or interests owned by it, obtain and maintain insurance for all buildings, structures, fixtures and equipment and common personal property, now or at any time hereafter constituting a part of the Common Elements owned by the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard coverage endorsements, with such limits, deductibles, and coverage as is deemed appropriate by the Board. This insurance:
- (i) shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on any Lot, or other property, and its appurtenant interest, superior to the lien of a first mortgage;
 - (ii) shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class A-/VIII, or better, as determined by the then latest edition of Best's Insurance Reports or its successor guide;
 - (iii) shall be written in the name of the Association;
 - (iv) shall provide that the insurance carrier shall notify the Association and all first mortgagees named at least thirty (30) days in advance of the effective date of any reduction in or cancellation of the policy; and
 - (v) unless otherwise determined by the Board, shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and directors, and all Owners.
- (b) Liability Coverage. The Association shall obtain and maintain a Commercial General Liability policy of insurance covering all of the Common Elements owned by the Association, and the functions of the Association insuring the Association, the officers and directors, and its Members, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (b) \$1,000,000, for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of any Member because of negligent acts of the Association, the Board, or other Members, and shall include, without limitation, coverage for legal

liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements, and other legal liability, including liability under contractual indemnity clauses and liability arising out of lawsuits related to any employment contracts of the Association. Each such policy must provide that it may not be canceled or substantially modified by any party, without at least thirty (30) days prior written notice to the Association and eligible holders of first mortgage liens on a Lot or Lots.

- (c) Directors' and Officers' Liability Insurance. The Board shall obtain, or cause to be obtained, directors' and officers' liability insurance.
- (d) Other. The Association may, in the Board's discretion, obtain and maintain the following insurance: (a) fidelity bond coverage for all officers, directors, Board members and employees of the Association and all other persons handling or responsible for handling funds of the Association, (b) workers' compensation insurance, (c) additional insurance against such other hazards and casualties as is required by law, and (d) any other insurance the Board deems necessary.
- (e) Use of Proceeds. In the event of damage or destruction of any portion of the Common Elements owned by the Association, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Member hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Board may levy a Special Assessment pursuant to the provisions hereof to cover the additional costs.
- (f) Declarant Coverage. The foregoing provisions of this Section 4.8 notwithstanding, prior to the Turnover Date the Declarant may (but shall not be obligated to) elect to cause or allow the Association and its insurable interests in the Association's property, rights and obligations, to be covered by Declarant's existing insurance plan(s), which may or may not meet the monetary limitations described herein, and which may or may not include 'self-insurance' by the Declarant, all as deemed appropriate by the Declarant in the exercise of its sole discretion.
- (g) Owner Insurance. The Owner or Owners of each Lot shall obtain and maintain an insurance policy for the Home Structure, Dwelling Unit and other Improvements owned by that Owner or those Owners located on that Owner's or Owners' Lot and for improvements located within Courtyard Easements benefitting that Owner or those Owners and located on an adjacent Lot. The insurance policy shall provide insurance against loss or damage by fire, lightning and such other perils as are ordinarily insured against by standard extended coverage endorsements, and all

other perils which are customarily covered with respect to dwellings and homes similar in construction, including all perils normally covered by the standard "all risk" endorsement, or, if the policy does not contain an "all risks" endorsement, a policy that includes the "broad form" covered causes of loss, in an amount not less than one-hundred percent (100%) of the current insurable replacement cost of the Home Structure, Dwelling Unit and Improvements to be insured by that Owner or those Owners. The insurance policy shall name the Association as an additional insured.

4.9. Condemnation.

The Association shall represent the Members in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements owned by the Association, or any portion thereof. Each Member hereby irrevocably appoints the Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Association, to be held and used for the benefit of the Members, as determined by the Board.

4.10. Books; Records.

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

5. DWELLING UNIT.

Each Dwelling Unit constitutes a single freehold estate and consists, among other things, of the space in a Home Structure on a Lot that is bounded by the undecorated interior surfaces of the perimeter walls, the unfinished surface of the floor at the lowest level, and the unfinished interior surface of the ceiling of the highest floor, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute complete enclosures of space, and all improvements within that space. Without

limiting the generality of the foregoing, or, as appropriate, in addition, each Dwelling Unit shall include:

- (a) the decorated surfaces, including paint, lacquer, varnish, wall covering, tile and other finishing material applied to floors, ceilings, and interior and perimeter walls, carpeting, if any, and the drywall, paneling and other finishing floor, wall, and ceiling material;
- (b) the finished walls, ceilings and floors themselves, including, but not limited to, drywall, plaster, carpet, tile and/or paneling, but not the building's supporting elements of the Home Structure, such as but not limited to rafters and joists, above the ceiling at the Dwelling Unit's highest level, and the sub-flooring below the finished floors themselves at the lowest level of the Dwelling Unit, and the structural walls or structural components thereof to which the finished walls, floors and ceilings, such as but not limited to plaster, drywall, carpet, tile and/or paneling are affixed;
- (c) all windows, skylights, if any, sun tunnels, if any, and screens and doors, including storm doors and windows, if any, and the frames, sashes and jambs, and the hardware therefor;
- (d) all fixtures and appliances installed for the exclusive use of that Dwelling Unit, commencing at the point of disconnection from the structural body of the Home Structure, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, television antennas and cables, furnaces, hot water heaters, heat pumps, air conditioning units (even though located outside the bounds of a Unit), lights attached to the exterior of the Home Structure, coach lights, fire pits and water features (even though located outside the bounds of a Unit) and components of the foregoing, if any;
- (e) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, sump pumps, ejector pumps, conduits and apparatus, wherever located, which serve only that Dwelling Unit or the Lot on which the Dwelling Unit and Home Structure are located;
- (f) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service only the Dwelling Unit or the fixtures located therein;
- (g) all interior walls that are not necessary for support of the Home Structure, and all components thereof and all space encompassed thereby;

- (h) the portion of fireplaces, if any, actually within the interior of a Home Structure and the vents and dampers therefor accessible from the Dwelling Unit's interior;
- (i) the space in the attached garage attached to the Home Structure;
- (j) the space in the basement, if any, and the space in the attached screened or enclosed porch or veranda, if any, attached to the Home Structure;
- (k) open, unenclosed porches, patios and decks serving the Dwelling Unit and located within the fenced courtyard area serving the Dwelling Unit whether located on the Lot on which the Dwelling Unit is constructed or within a Courtyard Easement located on an adjacent Lot, but not the fences enclosing the courtyard area; and
- (l) the attic space or storage space above the living area of a Dwelling Unit, and the crawl space below a Dwelling Unit, if any, to which the Dwelling Unit has direct and exclusive access.

6. THE COMMON ELEMENTS.

The Common Elements shall consist of (a) those parcels of real estate that have been or that are hereafter created by subdivision or other plat and specified thereon to be conveyed to an association of the Owners of all property in the Community, and includes specifically Reserves A and B, (b) easements shown or noted on any plat to be held by the Association, (c) all property, real and personal, that Declarant determines to be Common Elements, and so designates, and that benefits the Community and its Owners, (d) the entry signage and features leading to and from the Community, and (e) such property, real and personal, and/or property rights that the Board deems desirable and acquires to fulfill the goals of the Association.

All such Common Elements shall consist solely of property (i) benefiting two or more Lots, Owners, and/or Occupants in the Community, as the same may from time to time be constituted or (ii) as required by zoning. In addition, the Declarant may obligate the Association to maintain real or personal property not owned or to be owned by the Association, and may also grant such easements to the Association as the Declarant, in its sole discretion, determines to be of benefit to the Community, as the Community may be constituted from time to time.

6.1. Vesting of Interests.

Fee simple title to the real property to be owned by the Association as Common Elements in the Community shall, as soon as possible, be conveyed to the Association free

and clear of all encumbrances except real estate taxes and assessments, if any, not presently due and payable, zoning and building laws, ordinances and regulations, legal highways, and restrictions, conditions and easements of record, including, but not limited to, those contained herein. From time to time property in the Community or interests therein determined by Declarant as benefiting the Community, whether fee simple, or as easements, shall likewise be appropriately conveyed to or invested in the Association. Easement rights to the Association set forth herein shall be vested in the Association upon the recording hereof and easement rights in subdivision or other plats shall become Common Elements and vested in the Association upon the later of the recording of those documents or this Declaration. Likewise, property owned by Declarant or its successors and assigns, so designated in a subdivision or other plat to be owned by an association of all of the Owners of property in the Community, shall be conveyed to the Association by Declarant, as appropriate. All such conveyances of fee interests shall be by limited warranty deed. In addition, the Declarant may also grant such easements to the Association as the Declarant, in its sole and unfettered discretion, determines to be of benefit to the Community, as it may be constituted from time to time. The Association may also acquire, hold, manage, operate, maintain, improve, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Declarant.

6.2. Disposition or Mortgaging of Common Elements Owned by the Association.

No Common Elements owned by the Association shall be disposed of except as otherwise provided or permitted in the Governing Documents; provided that, in any event, no Common Elements owned by the Association may be mortgaged or conveyed without the consent of Members exercising not less than seventy-five percent (75%) of the voting power of Members.

6.3. Design Review.

Subject to the other provisions of the Governing Documents requiring Members' approvals, the construction, replacement, or modification of Improvements on the Common Elements owned by the Association shall be determined by Declarant (with the consent of NSS if NSS, or its agent or assignee, commences building and selling homes within the Community) until the Turnover Date, or such earlier time as it in its sole discretion determines, and thereafter by the Design Review Committee. The Design Review Committee shall consist of the members of the Board, or such individuals as it may from time to time designate, who, subject to the foregoing, shall have the exclusive authority, by action of a majority of its members, to determine the architectural standards which shall govern the construction, replacement and modification of Improvements on the Common Elements owned by the Association. No improvements shall be constructed,

replaced or modified (which shall include staking, clearing, excavating, grading, and other site work) on the Common Elements unless and until approved by Declarant (with the consent of NSS if NSS, or its agent or assignee, commences building and selling homes within the Community) until the Turnover Date, and thereafter by the Design Review Committee.

7. ASSESSMENTS.

7.1. Types of Assessments.

Subject to the provisions of this Article 7, each Lot Owner shall be subject to the following Assessments, which by acceptance of a deed to a Lot (whether or not it shall be so expressed in such deed) each such Lot Owner covenants and agrees to pay to the Association: (a) Operating Assessments, (b) Special Assessments, and (c) Individual Lot Assessments, all of which are to be established and collected as hereinafter provided. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Elements or by abandoning that Owner's Lot, nor shall any such liability be subject to any set-off or reduction for any reason. NSS shall not be obligated to pay any Assessments related to its ownership of Lots unless Declarant assigns to NSS and NSS assumes its rights established via this Declaration to construct and sell homes within the Community. In the event Declarant assigns to NSS, and NSS assumes its rights, NSS shall pay Assessments as Declarant in accordance with Section 7.2(b) of this Declaration.

7.2. Operating Assessments.

For the purposes of providing funds to pay:

- (a) the cost of the maintenance, repair, replacement, and other services to be provided by the Association;
- (b) the costs for insurance and bond premiums to be provided and paid for by the Association;
- (c) the cost for utility services, if any, charged to or otherwise properly payable by the Association;
- (d) the costs for construction of new capital improvements on Common Elements not replacing capital improvements installed by Declarant;
- (e) the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board;

- (f) an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements, including the Home Structures, and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and
- (g) the costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, landscaping, mowing, planting, lighting, pavement maintenance, snow and ice removal and mitigation for the Common Elements and other Improvements as set forth herein, real estate taxes and assessments for the Common Elements (but not individual Lots), fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs of operations of the Association not otherwise specifically excluded;

the Board shall establish, levy and collect Operating Assessments against each Lot and its Owners subject to the same, an equal pro rata share of such costs, in accordance with the following:

- (a) Initial Period. Commencing the first day of the first full month after a Lot with a Home Structure constructed thereon has been conveyed to a home purchaser, such Lot Owner shall be subject to and pay to the Association an Operating Assessment for the remainder of the calendar year, as determined by the Board, prorated in the proportion that the number of full calendar months remaining in the calendar year from the date of the closing of the conveyance of the Lot is to twelve (12). This amount may have been prepaid by the Declarant or NSS and if so, a credit back to the Declarant or NSS, as appropriate, will be collected at the closing on the Lot.
- (b) Subsequent Calendar Year. For each full year following the year in which a Lot with a Home Structure constructed thereon is first conveyed to a home purchaser, the Lot Owner(s) of such Lot shall be obligated to pay to the Association the full Operating Assessment for each such year. For each calendar year, the Board shall establish an equal annual Assessment amount, to be charged to each such Lot for such year. The Assessment amount shall be determined by dividing among all Lots in the Community that have a Home Structure constructed thereon and that has been conveyed to a home purchaser, the projected gross expenses anticipated to be incurred by the Association to operate the Association at the completion of development of the Community (including the payment of all costs to be incurred in maintaining all Common Elements, and appropriate reserve funds). For each year during which the Declarant continues to own Lots, the Declarant may pay, in the exercise of its discretion, (i) an amount equal to the per Lot Operating

Assessment multiplied by the number of Lots owned by Declarant as of the first day of such year; or (ii) an amount necessary to fund the actual difference between the Association's actual cost of operations for such year, and the amount of Operating Assessments assessed to Lot Owners for the year. If and to the extent the Declarant funds the Association any amount pursuant to this provision, such amount may, at the option of the Declarant, be characterized as an "advance" or "loan" by the Declarant to the Association, which the Association shall be obligated to repay to the Declarant, or which may be credited to the Declarant's payment of deficit(s) in any future year(s).

- (c) **Due Dates.** The Operating Assessments issued to Lot Owners shall be payable in full within thirty (30) days of the date on which such Assessment is issued, provided, however, that the Board may determine to allow payment in monthly, quarterly or semi-annual installments. If payable in installments, the Assessment shall include a statement of the dates on which installments are due, and the Assessment shall be given to a Lot Owner not less than thirty (30) days prior to the date the first installment thereof, is due. Unless the Operating Assessment states that it is payable in installments, payment in full within thirty (30) days shall be required.

7.3. Special Assessments.

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

7.4. Individual Lot Assessments.

The Board may levy an Individual Lot Assessment against any Lot Owner to reimburse the Association for costs incurred on behalf of that Lot, or as a consequence of any act or omission by any Owner, Occupant, or invitee thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs incurred by the Association as a result of the failure of an Owner to maintain insurance in accordance with the provisions of the Governing Documents; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all

other administrative and enforcement charges, including but not limited to, attorneys' fees, incurred by the Association reasonably determined to be an Individual Lot Assessment by the Board. By way of illustration, and not of limitation, the Board may levy an Individual Lot Assessment in the nature of an administrative charge reasonably determined by the Board against any Lot Owner who violates any provision of the Governing Documents, or who suffers or permits the Members, guests, invitees or tenants of that Owner's Lot to violate the same or any provision of the Governing Documents, including the restrictions contained herein and in the Rules.

Except in the case of Individual Lot Assessments for utility charges, interest, late charges, returned check charges, court costs, arbitration costs, and/or attorneys' fees, prior to levying an Individual Lot Assessment, the Board shall give the Owner or Owners written notice of the proposed Individual Lot Assessment that includes:

- (a) a description of the property, damaged, or the violation, of the restriction, rule or regulation allegedly violated;
- (b) the amount of the proposed Individual Lot Assessment;
- (c) a statement that the Owner has a right to a hearing before the Board to contest the proposed Individual Lot Assessment by delivering to the Board a written notice requesting a hearing within ten days after the Owner receives written notice of the proposed Individual Lot Assessment; and
- (d) in the case of a charge for violation of a restriction, rule or regulation, a reasonable date by which the Owner must cure the alleged violation to avoid the proposed Individual Lot Assessment.

The notice by the Board given pursuant to the foregoing may be delivered personally to the Owner to whom an Individual Lot Assessment is proposed to be charged, personally to an Occupant of a Dwelling Unit on that Owner's Lot, by certified mail, return receipt requested, or by regular mail. In the event after such hearing the Board determines to levy the Individual Lot Assessment proposed, the Board shall deliver to the Owner written notice thereof within thirty (30) days of the date of that hearing.

7.5. Remedies.

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

- (b) Late Charge. If any portion of any Assessment remains unpaid for ten (10) days after all or any part thereof shall become due and payable, the Board, at its option, and without demand or notice, may (i) charge interest on the entire unpaid balance (including the accelerated portion thereof) from and after that date at the lesser of twelve percent (12%) or the highest rate permitted by law and/or (ii) charge a reasonable uniform late fee as established by the Board by rule. A reasonable administrative collection charge may also be assessed for any payment remaining unpaid for ten (10) days after it is due, which charge may be payable to the Association, or its Managing Agent, as determined by the Board.
- (c) Application of Payments. Payments made by an Owner for Assessments shall be applied in the following priority: (i) to interest accrued on the delinquent Assessment(s), or installments or portions of installments thereof; (ii) to administrative late fees charged with respect to the delinquency; (iii) to reimburse the Association for enforcement charges and collection costs, including, but not limited to, attorney fees and paralegal fees incurred by the Association in connection with the delinquency; and (iv) to the delinquent Assessment, or installment or portion thereof, applying to the oldest principal amounts first.
- (d) Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest and late fees thereon, and any and all costs of collection, including reasonable attorneys' fees, shall become the joint and several personal obligation of the Owners of the Lot charged the same, beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute and prosecute to completion an action at law on behalf of the Association against the Owner or Owners personally obligated to pay any delinquent Assessment, and/or an action to foreclose the Association's lien or liens against a Lot or Lots for unpaid Assessments owed by that Lot and the Owner or Owners thereof. In any such action, interests and costs of such action, including reasonable attorneys' fees, shall be added to the amounts owed by the Owner or Owners and the Lot to the extent permitted by Ohio law. Except as otherwise provided herein, the transfer of an interest in a Lot shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.
- (e) Liens. All unpaid Assessments, or portions thereof, together with any interest and charges thereon or costs of collection, including but not limited to attorneys' fees, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment, or portion thereof, remains unpaid for ten (10) days after it is due, then the Board may authorize any officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest and

collection costs, including attorneys' fees, with the appropriate governmental office. The certificate shall contain a description of the Lot which the lien encumbers, the name of the Owner or Owners of that Lot, and the amount of the unpaid portion of the Assessment. The certificate may be signed by the President of the Association or its designated representative. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. The Assessment lien shall remain valid for a period of five (5) years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State of Ohio for the release and satisfaction of mortgages on real property, or until the lien is discharged by the final judgment or order of any court having jurisdiction.

- (f) Subordination of Lien. The lien of the Assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Lot recorded prior to the date on which such lien of the Association is perfected by the recording of a certificate of lien, and any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid Assessments against the mortgaged Lot which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Owner.
- (g) Contested Lien. Any Owner or Owners who believe that an Assessment chargeable to that Owner or Owner's Lot, and for which a certificate of lien has been filed by the Association has been improperly charged against that Lot or Unit, may bring an action in the Delaware County Court of Common Pleas for the discharge of that lien and/or for a declaratory judgment that such Assessment was unlawful. The filing of such action shall not be grounds for an offset or to withhold payment. In any such action, if it is finally determined that all or a portion of the Assessment has been improperly charged to that Lot, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien and a refund of an Assessment or portion thereof determined to be unlawful.
- (h) Estoppel Certificate. The Board shall, within a reasonable time following receipt of a written demand and for a reasonable charge, furnish a certificate signed by the President or other designated representative of the Association, setting forth whether the Assessments on a specified Lot have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

- (i) Suspension of Vote and Use of Common Elements. If any Assessment remains unpaid for thirty (30) days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Elements, shall be suspended until such Assessment is paid. In any case, suspension of any such rights shall be subject to the right of an Owner, Occupant, or their licensees or invitees to necessary ingress and egress to and from that Owner's Lot.

8. USE OF FUNDS.

8.1. Application of Assessments.

The Association shall apply all funds received by it pursuant hereto, and all other funds and property received by it from any source, to the fulfillment of the purposes of the Association provided for in this Declaration or in the Governing Documents.

8.2. Authority to Borrow Funds.

In order to secure the repayment of any and all sums borrowed by it, loaned to it, or owed by it, from time to time, the Association is hereby granted the right and power to mortgage and pledge all revenue received and to be received and/or to assign and pledge all revenues received or to be received by it under any provisions of these covenants, including, but not limited to, the proceeds of the Assessments payable under the Governing Documents. The amounts, terms and rates of all borrowing and the provisions of all agreements with holders or owners of any such debt obligation shall be subject solely to the decision of the Board acting in its absolute discretion.

8.3. Authority to Maintain a Surplus.

The Association shall not be obligated to spend in any particular time period all the sums collected or received by it in such time period or in any other time period and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the Assessment in any year, but may carry forward from year to year and time to time such surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes. Each Lot Owner by virtue of acceptance of a deed to a Lot consents to and authorizes the Association, in the sole discretion of the Board, to retain any excess as reserves, surpluses or reductions in future assessments and hereby grants to the Board an irrevocable power of attorney and proxy to approve and authorize such actions.

8.4. Authority to Enter into Contracts.

The Association shall have the right to enter into such contracts with third parties as the Board deems advisable, including but not limited to (i) a contract with a third-party management company ("Managing Agent") to oversee and administer the day-to-day affairs of the Association; (ii) contracts for the performance of maintenance services in the Common Elements for which the Association is obligated; (iii) contracts with providers of utilities and other services deemed necessary or desirable by the Board for the performance of the Association's obligations in the Common Elements, or to the Community. As part of a contract with a Managing Agent, the Board may authorize said Managing Agent to contract with third-party maintenance and service providers on behalf of the Association.

9. MAINTENANCE.

9.1. Maintenance by Association.

- (a) Common Element Maintenance. Except as otherwise specifically provided herein, and then subject only to budgetary limitations and the right of the Board to exercise reasonable business judgment, the Association shall maintain, repair and replace all Improvements constituting a part of the Common Elements owned by the Association or otherwise to be maintained by the Association in good, clean, attractive, and sanitary condition, order and repair. The Association shall maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the Improvements to be maintained by the Association as determined in the sole judgment of the Board.

In the event of damage or destruction of any portion of the Common Elements owned by the Association, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Member hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Board may levy a Special Assessment pursuant to the provisions of this Declaration to cover the additional costs.

- (b) Lot Maintenance. Except as otherwise specifically provided herein (including specifically and without limitation, with respect to a Home Structure as provided in Section 9.5 of this Article 9), and subject only to budgetary limitations and the right of the Board to exercise reasonable business judgment, the Association shall be responsible for mowing, fertilizing, and maintaining the turf grass on each Lot that is located outside of courtyard areas and for maintaining the trees, shrubs and landscaping on the Lot that are located outside of courtyard areas unless determined by the Board, in its sole discretion, not to be an Association expense. The Owners

of each Lot shall be responsible for mowing, fertilizing, and maintaining the turf grass within that Owner's courtyard area and for maintaining the trees, shrubs and landscaping within that Owner's courtyard area.

9.2. Maintenance by Owner.

Except as set forth in Sections 9.1(b) and Section 9.5 of this Article 9, each Owner shall repair, replace, and maintain in good order and condition, at that Person's expense, all portions of the Dwelling Unit located upon that Owner's Lot and the portions of the courtyard area benefitting that Owner's Lot and located within the Courtyard Easement on the Lot immediately contiguous and adjacent to that Owner's Lot; provided that the Association shall mow and fertilize grassy areas and maintain the trees, shrubs, and landscaping located on the individual Lots and outside of courtyard areas and maintain the Home Structure on a Lot unless determined by the Board, in its sole discretion, not to be performed at the Association's expense. The Owner's maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at that Owner's expense all maintenance, repairs and replacements of the Dwelling Unit on the Owner's Lot and the improvements and landscaping within the Courtyard Easement benefitting the Owner's Lot. Each Owner shall maintain that Owner's Lot and the improvements within the Courtyard Easement benefitting the Owner's Lot in accordance with the requirements set forth herein or the Rules.

9.3. Right of Association to Repair Lot and Home Structure.

In order to perform its obligations under Section 9.5 of this Article 9 of the Declaration, the Association shall have the right to repair the Home Structure on a Lot. In addition, if any Owner fails to maintain that Owner's Lot and the Improvements located thereon that are the responsibility of the Lot Owner, and the same remains in disrepair for a period of thirty (30) days after notification by Declarant or the Association to said Owner, and if the Board or Declarant determines that any maintenance of that Lot or Improvements thereon, is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Elements by Owners, to prevent damage to or destruction of any other part of the Common Elements, or to comply with the Rules or the terms of this Declaration, then the Board or Declarant may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance and the Board may levy an Individual Lot Assessment for all reasonable expenses incurred, or if performed by Declarant, those expenses shall be reimbursed by the Owner to Declarant.

9.4. Damage to Common Elements by Owner or Occupant.

If a Common Element is damaged by any Owner or Occupant, that Person's licensees, or invitees, then the Board may levy an Individual Lot Assessment against such

Owner for the cost of repairing or replacing the damaged property. The Association shall be entitled to enter a Lot to repair or maintain any Common Elements adjacent to such Lot.

9.5. Home Structure Maintenance

- (a) Maintenance, Repair and Replacement of Home Structure. Subject only to budgetary limitations and the right of the Board to exercise reasonable business judgment, the Association shall be responsible for the maintenance, repair and replacement of (and therefore will maintain, repair and replace) all portions of the Home Structure, including, but not limited to, the replacement of (and therefore will replace) the roofs of the Home Structure on a Lot when such roofs need replacing at the end of their useable lives, the exterior siding and facades, exterior exposed trim, all gutters and downspouts, porches outside of courtyard areas, fences enclosing courtyard areas and all driveways, service walkways and sidewalks. In addition, the Association shall also, on behalf of the Lot Owners, be responsible for the maintenance and repair of sidewalks located in front of Lots, the driveway approaches to all driveways on Lots, for snow removal services provided to the same, and for the maintenance of all yard areas, mulch beds, trees and shrubs located on a Lot. Notwithstanding the foregoing: (i) if any of the Home Structure or other items to be maintained by the Association are damaged as a result of the negligence or intentional acts of a Lot Owner, or anyone for whom such Owner is responsible, including any resident of a Dwelling Unit on such Lot Owner's Lot, then the Board may levy an Individual Lot Assessment against such Owner for the cost of repairing the damaged Home Structure or item; and (ii) the Association will not be responsible for repairs of Home Structures where the necessity for such repair or replacement results from perils which are covered by (or which could be covered by) the insurance required under Section 4.8 (g).
- (b) Maintenance, Repair and Replacement of Home Structure; Damage and Destruction.
 - (i) Maintenance and Repair. Except for as provided in Section 9.5 (a), each Owner of a Lot shall bear the cost of maintaining, repairing and replacing the Improvements located on the Owner's Lot that are not to be maintained by the Association pursuant to the provisions of this Declaration. Notwithstanding the foregoing, if the need for repair or replacement is caused by or results from the negligent or intentional acts or omissions of the Owner or Occupants of the Dwelling Unit, or the invitees of such Owner or Occupants, the Owner of the Lot on which that Dwelling Unit is located shall be responsible for the cost of such repair and/or replacement.

- (ii) Decision to Repair or Replace a Home Structure. Repair or replacement of a Home Structure as a result of an insured casualty shall be governed by the provisions of Section 4.8. In all other cases the decision to repair or replace a Home Structure shall be made by the Board, and any such resulting repair or replacement shall be undertaken by the Association.
- (iii) Damage and Destruction. In the event a Home Structure and/or Dwelling Unit shall suffer damage or destruction as a result of an insured casualty, the Owners shall repair and return the Home Structure and/or Dwelling Unit to the condition the same was in immediately before such damage or destruction. The insurance proceeds payable by reason thereof shall be utilized to pay the cost of repair, restoration or reconstruction of the Home Structure and/or the Dwelling Unit as applicable. In the event that the proceeds available from such insurance are insufficient to pay these costs, then such repairs of the Dwelling Unit shall be made by the Owner of the Lot, at the cost of the Owner of the Lot and such repairs of the Home Structure shall be made by the Association at the cost of the Association. Should any Owner of a Lot fail or refuse to undertake the Owner's responsibility with respect to the performance of repairs required pursuant to this Section 9.5 (b)(iii) or should any Lot Owner fail or refuse to pay that Owner's share of the costs of repair, restoration or reconstruction required to be paid by such Lot Owner pursuant to this Section 9.5 (b)(iii), the Association may undertake the same, and the cost thereof, together with interest at the highest rate then permitted by law, shall forthwith be due and owing by the Lot Owner failing or refusing to pay such costs, and if the work is undertaken by the Association, the cost shall be assessed against the Lot Owner as an Individual Lot Assessment.

10. ARCHITECTURAL STANDARDS.

All property at any time subject to the provisions hereof shall be governed and controlled by the following:

10.1. Design Review Committee.

The Design Review Committee shall be a committee consisting of three (3) persons, except that prior to the Turnover Date, Declarant (with the consent of NSS so long as NSS owns any part of the Subject Property) shall have the sole and exclusive right to (i) appoint and remove all three (3) members of the Design Review Committee, at will; (ii)

serve itself, as the Design Review Committee; or (iii) delegate to the Association's Managing Agent the responsibility to act as the Design Review Committee. After the Turnover Date, the Board shall have the right to appoint all three (3) members to the Design Review Committee, or to delegate to the Association's Managing Agent (if applicable) the responsibility to act as the Design Review Committee. The Design Review Committee shall have the exclusive authority at a private or public meeting, to determine the architectural standards which shall govern the construction of Improvements on a Lot, including Home Structures. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause that Owner's Lot and any Occupant thereof to comply with the standards adopted by the Design Review Committee. No Improvement, including a Home Structure, shall be placed, erected or installed on a Lot, and no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) shall be commenced or continued until and unless the Owner first obtains the written approval thereof by the Design Review Committee and otherwise complies with any zoning regulations and all provisions hereof. If the Design Review Committee consists of three appointed individuals, the Committee shall act in accordance with the concurrence of two (2) or more of its members.

10.2. Modifications.

Except as otherwise provided herein, the Design Review Committee shall have jurisdiction over all construction, modifications, additions or alterations of Improvements, including Home Structures, on or to a Lot. No person, without first obtaining the written consent of the Design Review Committee, shall construct, install or modify any Improvements on a Lot, including, but not limited to, any Home Structure, alter any surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, install any permanent recreational device, swing-set, playground, basketball hoop, or other similar Improvement, change the grade or contour of any Lot, change the material of any driveway, modify the exterior lighting, change the mailbox or address marker, construct or have installed any porch, deck, patio, gazebo, fence or pool, modify any landscaping, install any sign(s) not otherwise prohibited herein or by applicable law, or otherwise modify or alter any Improvement visible to other Lots or the Common Elements. Owners shall submit to the Design Review Committee for its approval, written plans and specifications showing the nature, kind, shape, color, size, materials and location of proposed Improvements and alterations, together with any other reasonable information the Design Review Committee may request to assist it in reviewing such application. The Design Review Committee (or a Managing Agent acting as the Design Review Committee by designation, if applicable) may charge a reasonable fee in connection with the review of plans for a proposed Improvement. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate interior Improvements without such approval, provided however that interior modifications, the

purpose of which is to be visible outside of the home, shall require approval (i.e. signage mounted on the inside of a window).

10.3. Variances.

To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of these provisions, the Design Review Committee (with the approval of the Declarant and NSS prior to the Turnover Date; provided that approval of NSS shall not be required if NSS no longer owns a portion of the Subject Property) shall have the authority to grant reasonable variances from the provisions hereof, provided that the activity or condition is not prohibited by applicable law; and provided further that, in the judgment of the Design Review Committee, the variance is in the best interests of the Community and is within the spirit of the standards of the Design Review Committee. No variance granted pursuant hereto shall constitute a waiver of any provision hereof as applied to any other person or any other part of the Community.

10.4. Improvements by or through Declarant or NSS

Notwithstanding the foregoing to the contrary, all Improvements including, but not limited to, Home Structures, Dwelling Units and landscaping constructed by the Declarant or NSS, or their respective agents, or designated assignees, or constructed by builders approved by Declarant, shall be deemed to comply in all respects with the provisions of this Declaration, the Design Guidelines, and the requirements of the Design Review Committee, and shall not require approval of the Association, the Board, the Owners or the Design Review Committee; provided that such Improvements comply with the provisions of this Declaration and the required architectural standards, if any, for the Community adopted by the Declarant.

10.5. Liability Relating to Approvals.

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

11. USE RESTRICTIONS.

The following restrictions and covenants concerning the use of each Lot and occupancy of Dwelling Units and Home Structures thereon shall run with the land and be binding upon the Declarant, NSS, and every Owner or Occupant, their respective heirs, successors and assigns, as well as their family members, guests, licensees and invitees:

11.1. Use of Lots.

Except as otherwise specifically provided in this Declaration, no Dwelling Unit on a Lot, nor any portion of any Lot, shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto including courtyard areas. Specifically, no Dwelling Unit may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Each of the Lots in the Community is designed and planned to have constructed on it one single-family residence and ancillary improvements including, but not limited, patios, porches, courtyard areas, driveways, and sidewalks. In addition, no Home Structure shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family residence not to exceed two and one-half stories in height, and each such Home Structure shall have an attached garage for at least two cars. No bi-level homes shall be permitted. As used herein, "bi-level home" shall mean a home having two levels with an integral garage on the lower level. No home shall be constructed on any Lot having a garage with a lower elevation than the street elevation such that the garage and/or driveway are depressed below the finished grade of the Lot. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently; provided, however, that nothing herein shall prevent the use of trailers or temporary buildings by Declarant, by builders approved by Declarant, or by NSS, for sales and construction management and related uses during the construction and sale of homes in the Community. All homes shall comply with material standards as approved by the local governmental authority for this Community and by the Design Review Committee.

11.2. Minimum Square Footages.

No Dwelling Unit shall be permitted on any Lot on which the floor area of the main structure is less than what is required by the applicable zoning and subdivision control requirements governing Lots located in the Community.

11.3. Use of Common Elements.

The Common Elements may be used only in accordance with the purposes for which intended and for any reasonable purposes incidental to the residential use of Lots. All uses of the Common Elements shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and/or enjoyment of the Owners and/or Occupants, and shall comply with the provisions of this Declaration and all other Governing Documents, and the laws of the State.

11.4. Hazardous Actions or Materials.

Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Elements that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Elements, or that might or that does unreasonably disturb the quiet occupancy of any Person residing on any other Lot. These provisions shall not be construed so as to prohibit Declarant, NSS, or any other builder in the Community from construction activities consistent with reasonable or customary residential construction practices.

11.5. Signs.

No signs of any character shall be erected, posted or displayed upon property in the Community, except: (i) marketing signs installed by Declarant while marketing Lots and residences for sale or rent; (ii) marketing signs installed by NSS while marketing Lots and residences for sale or rent; (iii) marketing signs installed by builders approved by Declarant while marketing Lots and residences for sale or rent; (iv) street and identification signs installed by the Association, Declarant, or any governmental agency; (v) on the Common Elements, signs regarding and regulating the use of the Common Elements; provided they are approved by the Board; (vi) on any Lot, one temporary real estate sign not to exceed six (6) square feet in area advertising that such Lot is for sale or rent; and (vii) except to the extent preempted by federal law, up to three (3) temporary political signs of not more than six (6) square feet each, expressing support for or opposition to an individual candidate or issue which is the subject of a current election, provided the same comply with any local ordinances and any Rules established by the Board. Political signs containing information or expressing opinions other than simple support for or opposition against a specific candidate or issue may be removed by the Association, and not more than one sign for or against any specific candidate or issue may be posted or displayed on any one Lot. All political signs must be removed within three (3) days after the election relative to which such sign(s) was/were erected. Except as provided in subparts (iv) and (v) above, no signs shall be placed in the Common Elements.

11.6. Animals.

Except as hereinafter provided, no animals, reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot, or in or upon any part of the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained inside of a home constructed on a Lot, provided that: (i) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy administrative and enforcement charges against persons who do not clean up after their pets; and (ii) the right of an Owner or Occupant to maintain an animal in a Dwelling Unit on a Lot shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance, creates a detrimental effect on the Community or other Lots or Occupants, or possession of which violates any law, rule or ordinance promulgated by a governmental or quasi-governmental entity. Any animal defined as "vicious" or "dangerous" pursuant to the provisions of Ohio Revised Code Chapter 955, as the same may be amended from time to time, is specifically prohibited. Outdoor doghouses, animal cages or runs are prohibited without the express prior approval of the Design Review Committee.

11.7. Nuisances.

No noxious or offensive trade, activity or noise shall be permitted on any property in the Community or within any Dwelling Unit located on any Lot. No soil shall be removed for any commercial purpose. These provisions shall not be construed so as to prohibit Declarant, NSS, or any other builder in the Community from construction activities consistent with reasonable or customary residential construction practices.

11.8. Business.

No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on any Lot, without the prior written approval of the Board. Notwithstanding the foregoing, (i) a "home office" use is permitted, provided such use does not entail any non-resident employees, generate any traffic or additional parking, require any signage, and is operated in compliance with all laws including any Rules established by the Board; (ii) an Owner or Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business, making professional telephone calls or corresponding in or from a residence is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; and (iii) during the construction and initial sales period, Lots, including Home Structures, Dwelling Units and other Improvements constructed thereon, and Common Elements may be used for construction and sales purposes,

including the construction and operation of sales models and/or trailers by Declarant, NSS and by builders as approved by Declarant, in its sole discretion, until Home Structures and Dwelling Units have been constructed on all Lots and all Lots with Home Structures and Dwelling Units on them have been conveyed to bona fide residential home purchasers.

11.9. Storage.

No storage buildings, barns or sheds of any kind are permitted on any Lot. This Section shall not apply to any storage as may be necessary during the construction of Home Structures and Dwelling Units on the Lots by Declarant, NSS or builders approved by either.

11.10. Hotel/Transient Uses.

No Lot, Home Structure, Dwelling Unit or other Improvement thereon may be used for hotel or transient uses, including without limitation, uses in which an Occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders.

11.11. Vehicles.

The Board is granted the power and the authority to create and enforce reasonable Rules concerning placement and the parking of any vehicle permitted on or in the Community. In addition to its authority to levy Individual Lot Assessments as administrative charges for the violation of the Rules, the Board shall be authorized to cause the removal of any vehicle violating this Declaration or such Rules.

Except as specified below, no trucks, no prohibited commercial vehicles, no boats, no trailers, no campers and no mobile homes shall be parked or stored on the Common Elements or on any Lot in the Community (except in the attached garage) for a total of more than forty-eight (48) hours in any thirty (30) day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots.

For the purpose of this Section, the terms "truck" and "prohibited commercial vehicle" shall include all vehicles that have a length of more than 21 feet and all vehicles that include any visible exterior storage of tools or materials; provided, however, that up to two (2) ladders may be visible. Dump trucks, tow trucks, flat bed car hauling trucks, panel trucks and vans larger than one-ton capacity, pickup trucks larger than one ton capacity, and semi type tractors and trailers, shall in every instance be considered to be to be a prohibited truck and/or a prohibited commercial vehicle. For the purpose of this Section, the word "trailer" shall include landscaping trailer, open bed trailer, trailer coach, house

trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of personal property, whether resting on wheels, jacks, tires or other foundation.

Furthermore, no automobile, truck, or other motor-driven vehicle, or trailer, in a condition where it is unlicensed, unregistered, apparently inoperable, extensively damaged, disabled, dismantled, or otherwise not in a condition to be lawfully operated upon the public highway, or any vehicle component or part, shall be placed, parked or stored in any visible location on or in front of a Lot or residence or on the Common Elements for a period of time longer than thirty (30) days. After such time the vehicle, trailer or part shall be deemed to be a nuisance, and may be removed by the Association, at the Lot Owner's expense.

11.12. Trash.

Except for the reasonably necessary activities of Declarant, NSS, and by builders and developers approved by Declarant during the active development of during the original development of the Community, no burning or storage of trash of any kind shall be permitted in the Community. All trash shall be deposited in covered, sanitary containers, and these containers shall at all times be screened from view from any other Lot or street, except when temporarily placed outside for trash collection. No emptied trash containers shall be allowed to remain visible for more than eight (8) hours following the trash pick-up.

11.13. Antennae, Satellite Dishes and Surveillance Equipment.

No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be installed or maintained in the Community except for satellite receiving dishes one (1) meter in diameter or smaller, positioned so as to minimize visibility from any street. Except as reasonably necessary to monitor an entrance to a Dwelling Unit, no surveillance, video or other monitoring equipment shall be installed on any Lot or on the exterior of a Home Structure or Dwelling Unit.

11.14. Utility Lines.

All utility lines in the Community shall be underground, subject only to exceptions for governmental authorities having jurisdiction, utility companies, Declarant, NSS, and the Board.

11.15. Tanks.

No tanks for the storage of propane gas, fuel oil or any other combustible substance shall be permitted to be located above or beneath the ground of any Lot except that up to two (2) propane tanks, of the size customarily used in residential propane gas grills are permitted for use with a propane gas grill. This Section shall not apply during the construction of any homes on the Lots or to any Lot containing Declarant's sales trailer.

11.16. Mailbox.

Declarant may designate and require a curbside mailbox for each Lot, with a design and composition that will provide uniformity to the Community. In the event that a curbside mailbox is installed, each mailbox shall have the street numbers for the Lot on each side of such mailbox. If the mailbox is damaged, destroyed or deteriorates, then the Association, as a Common Expense, shall repair or replace such mailbox with an identical mailbox, or if unavailable, with another of a like kind, design, pattern and color as the initial mailbox.

11.17. Fencing.

Except as otherwise provided herein, no fence may be constructed on any Lot except those installed by Declarant or the Association or a fence replacing a fence that was installed by Declarant or the Association.

11.18. Swimming Pools.

No above-ground or in-ground swimming pool shall be permitted upon any Lot except that this restriction shall not prohibit the installation of a hot tub or sauna, so long as such hot tub or sauna is designed for no more than eight (8) adults.

11.19. Compliance with Zoning.

Certain provisions of this Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval processes in the State, County, and/or City in which the Subject Property is located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding, and as such requirements may be amended or modified, is required by this Declaration.

11.20. Miscellaneous.

The following Improvements shall not be permitted on any Lot in the Community:

- (a) outdoor clotheslines; and
- (b) window air conditioning units on any window facing a street.

12. EASEMENTS AND LICENSES.

12.1. Easement of Access and Enjoyment Over Common Elements.

Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Elements owned by the Association, which rights shall be appurtenant to, and shall pass with the title to, that Person's Lot, subject to the terms and limitations set forth herein, and subject to the Rules. An Owner may delegate that Person's rights of access and enjoyment to Occupants, licensees and invitees.

12.2. Courtyard Easements.

Each Lot ("Burdened Lot") in The Courtyards at Village Crossing (other than Lots 1, 2, 15, 17, 18, 39 and 40) is hereby made subject to and burdened with a "Courtyard Easement" in favor of and benefitting an immediately contiguous Lot ("Contiguous Lot"). The Owner or Owners of each Burdened Lot grants to the Owners and Occupants of the Contiguous Lot adjacent to that Burdened Lot the right to construct, reconstruct, maintain, repair, replace and use an enclosed courtyard area and the improvements within that area, including, but not limited to, patios, porches, fire pits, water features, and landscaping, located on a portion of the Burdened Lot. The Courtyard Easement area is limited to an area bounded generally by the side of the Home Structure constructed on the Burdened Lot, fences extending to and from the Home Structure on the Burdened Lot and the Home Structure constructed on the Contiguous Lot to which the fences extend, and the property boundary line between the two Lots, all as initially constructed by Declarant or NSS (or their specific successors and assigns) and/or shown on a recorded plat of the Community. The Owner and/or Occupant of the Contiguous Lot shall not temporarily or permanently attach or affix any improvements to the Home Structure on the Burdened Lot or otherwise cause damage to it when exercising that Owner's or Occupant's rights created pursuant to the Courtyard Easement.

The Owner of the Burdened Lot shall have a right of entry and access to, over, upon and through the Courtyard Easement, for the sole purpose of enabling that Owner (or that Owner's designees) to perform obligations, rights, and duties pursuant hereto with regard to reasonable and necessary maintenance, repair, and restoration of that Dwelling Unit on the Burdened Lot. In the event of an emergency, the Lot Owner's right of entry to the Courtyard Easement may be exercised without notice; otherwise, the Lot Owner shall give the Owners or Occupants of the Contiguous Lot no less than twenty-four hours advance notice prior to entering the adjacent Courtyard Easement.

12.3. Right of Entry for Repair.

The Association through its duly authorized agents, officers, contractors, and employees of the Association shall have a right of entry and access to all property subject hereto, including without limitation the Lots, Courtyard Easements, Home Structures and Dwelling Units, for the purpose of exercising the Association's obligations, rights and performing the Association's duties pursuant to the Governing Documents with regard to enforcement of the covenants, restrictions and other provisions of this Declaration, and the maintenance, repair, restoration and/or servicing of any items, things or areas for which it has responsibility or the right to perform. Except as otherwise provided for herein, the Association may enter any Lot at any time to perform its obligations hereunder. The Association may enter a Lot to remove or correct any violation of any provision hereof, or any Rules, but only during reasonable hours and after providing reasonable advance notice to the Owner, except in cases of emergency.

12.4. Easement for Utilities and Other Purposes.

The Board or Declarant may convey easements over the Common Elements to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, ducts, cables, and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Community and to any entity for such other purposes as the Board or Declarant deems appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with any Owners' use and enjoyment of that Owner's Lot. The Board or Declarant may grant such easements over all portions of the Community for the benefit of adjacent properties as the Board or Declarant deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon any property in the Community, and further provided that the Board or Declarant may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably withheld, delayed or conditioned).

12.5. Easement for Services.

A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mail carriers, delivery persons, cable and television repair personnel, garbage removal personnel, and all similar persons, and to the local governmental authorities and the Association (but not to the public in general) to enter upon the Common Elements and the Lots to perform their duties.

12.6. Easements Reserved to Declarant and NSS

Non-exclusive easements exist and continue to exist or are hereby reserved to Declarant and NSS, and their respective officers, employees, contractors, sub-contractors, and designees, over and upon the Common Elements for (a) such time as is necessary to construct and sell dwellings on all Lots, for access to and for the purpose of constructing and selling dwellings on all Lots and completing Common Element Improvements, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available, (b) the periods provided for warranties hereunder or by law, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with home purchasers, and (c) for the period necessary to construct dwellings on all the Lots, and sell the same, to maintain and utilize one or more Lots, and Improvements thereon, and/or a portion or portions of the Common Elements, for sales and management offices, for storage and maintenance, for model homes, for parking areas for sales and rental purposes, and for advertising signs. The rights and easements reserved pursuant to this Section shall be exercised and utilized, as the case may be, in a reasonable manner, and in such way as not to unreasonably interfere with the operation of the Association and the rights of Lot Owners and Occupants of dwellings on Lots.

12.7. General.

Unless specifically limited herein otherwise, the easements described herein shall run with the land and pass with the title to the benefited and burdened properties, shall be appurtenant to the properties benefited and burdened thereby, shall be enforceable by the owners of the properties benefited thereby, and shall be perpetual. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered, as the case may be, along with the Lot.

13. UTILITY SERVICES.

Each Lot Owner by acceptance of a deed to a Lot agrees to pay for utility services separately metered or separately charged by the utility company to that Lot, and to reimburse the Association for that Owner's Lot's share of any utility cost that the Board, or its designee, reasonably determines is attributable to use by the occupants of that Owner's Lot. The Association shall arrange for the provision of utility services, if any, to the Common Elements and shall pay the costs of such services separately metered to the Association.

14. MISCELLANEOUS.

14.1. Term.

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

14.2. Enforcement.

The provisions hereof may be enforced by any proceeding at law or in equity by Declarant, NSS, any Owner, the Association, the Board, the Design Review Committee, and each of their respective heirs, successors and assigns, against any Person(s) violating, or attempting to violate, any covenant, restriction, or Rule to restrain and/or to enjoin any violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees) in connection with any violation. The failure or forbearance to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of these rights.

14.3. Amendments.

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

After the Turnover Date, this Declaration may be amended or modified with the approval of Owners holding not less than seventy-five percent (75%) of the voting power of all Owners in the Association; provided, however, that the consent of Declarant shall be required for any amendment or modification which affects Declarant's rights hereunder, and further provided that the consent of all Owners shall be required for any amendment which effects a change in the voting power of any Owner, the method of allocating Common Expenses among Owners, or the fundamental purpose for which the Association is organized, or to terminate the provisions of this Declaration. Any amendment to this Declaration adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in this Declaration by the President and the Secretary of the Association, and shall contain their certifications that the amendment was duly adopted in accordance with the requirements of this Paragraph. Any amendment so adopted and executed shall be effective upon the filing of the same with the Delaware County Recorder. The Declaration may not be amended so as to eliminate the Association's responsibility to repair and maintain Common Elements in the Community or to change or eliminate the requirement and obligation of the Lot Owners to be Members of and pay Assessments to the Association.

No amendment may remove, revoke, or modify any right or privilege of Declarant or NSS without the written consent of Declarant or NSS, as appropriate, or the assignee of such right or privilege.

14.4. Declarant's Rights to Complete Development.

Declarant, NSS and builders approved by Declarant shall have the unrestricted right to: (a) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (b) construct or alter Improvements on any property owned by Declarant, NSS or builders approved by the Declarant; (c) construct, maintain and operate model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Declarant, NSS, builders approved by the Declarant or the Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Community. Further, Declarant, and its assignees shall have the right of ingress and egress through the streets, paths and walkways located in the Community for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained herein shall limit the rights of Declarant or NSS or require Declarant or NSS to obtain approval to: (i) excavate, cut, fill or grade any property owned by Declarant or NSS; (ii) construct, alter, remodel, demolish, replace, or use any Improvements on any Common Elements or any property or Lot owned by Declarant or NSS as a construction office, model home or real estate sales or leasing office in connection with the sale of any property or Lot; or (iii) require Declarant or NSS to seek or obtain the approval of the Association or the Design Review Committee for any

activity or Improvement on any Common Elements or any property or Lot owned by Declarant or NSS. Nothing in this Section shall limit or impair the reserved rights of Declarant or NSS as elsewhere provided in this Declaration.

14.5. Mortgagee Rights.

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

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

Each holder and insurer of a first mortgage on any Lot shall be entitled, upon written request and at such mortgagee's expense, to inspect the books and records of the Association during normal business hours. The holder and insurer of a first mortgage on a Lot is not required by the Declaration to collect Assessments. Furthermore, unless an insured mortgage provides otherwise, the failure to pay Assessments does not constitute a default under an insured mortgage.

14.6. Mutuality.

All restrictions, conditions and covenants contained herein are made for the direct, mutual, and reciprocal benefit of Declarant, NSS, the Association, and the present and future Owners of Lots in the Community, and each part thereof, and their respective personal representatives, heirs, successors, and assigns; the provisions hereof shall create mutual equitable servitudes upon the property submitted to these restrictions and each part thereof in favor of each other part thereof; and any property referred to herein as benefited hereby; the provisions hereof shall create reciprocal rights and obligations between the respective Owners of all such property and privity of contract and estate between all Owners thereof; and the provisions hereof shall, as to the Owner of any such property and those Owners respective heirs, personal representatives, successors and assigns, operate as covenants running with the land for the benefit of all such property and the Owners thereof.

14.7. Severability.

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

14.8. Enforcement; Waiver.

Failure of Declarant, NSS, the Association or any Owner to enforce any provision of this Declaration or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement by the Association of the provisions hereof or the Rules.

14.9. Notices.

Notices, demands or other communications to an Owner shall be given in writing by personal delivery, or posting at the Lot if a residence has been constructed on such Lot, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise designated in writing by the Owner. Any demand, notice or other communication or action given or taken hereunder or by one of the joint Owners of a Lot shall be deemed to be given, taken, or received by all such joint Owners.

14.10. Exhibits.

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

14.11. Construction.

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

14.12. Captions.

The caption of each Article, Section and Paragraph of this Declaration is inserted only for convenience and does not define, limit or describe the scope or intent of its provisions.

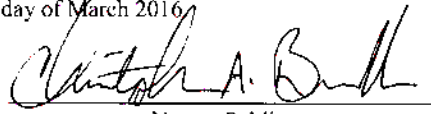
IN TESTIMONY WHEREOF, the undersigned has executed this instrument this 31st day of March 2016.

EPCON STATE STREET, LLC,
an Ohio limited liability company

By 
Joel D. Rhoades, Vice-President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

This instrument was executed and acknowledged before me by Joel D. Rhoades, Vice-President of EPCON STATE STREET, LLC, an Ohio limited liability company, on behalf of said liability company, this 31st day of March 2016.



Notary Public

[Additional signature on following page]



Christopher A. Buente, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

14th IN TESTIMONY WHEREOF, the undersigned has executed this instrument this
day of ~~March~~ 2016.

APRIL

ME

NSS DEVELOPMENT LLC,
an Ohio limited liability company

By *[Signature]*
Jack E. Moore, Member

STATE OF OHIO
COUNTY OF DELAWARE, SS:

This instrument was executed and acknowledged before me by Jack E. Moore,
Member of NSS DEVELOPMENT LLC, an Ohio limited liability company, on behalf of
said liability company, this 14th day of ~~March~~ 2016.

APRIL

ME

[Signature]
Notary Public



MATTHEW J. ROOK, ATTORNEY AT LAW
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

EXHIBIT A
CODE OF REGULATIONS
(BYLAWS)
OF
THE COURTYARDS AT VILLAGE CROSSING HOMEOWNERS'
ASSOCIATION, INC.

ARTICLE I

NAME AND PURPOSE

Section 1.01. The name of this Ohio non-profit corporation shall be The Courtyards at Village Crossing Homeowners' Association, Inc. (the "Association").

Section 1.02. The purposes for which the corporation is formed are set forth in the Articles of Incorporation for The Courtyards at Village Crossing Homeowners' Association, Inc., filed with the Ohio Secretary of State and include being and acting as an association of the owners of residential Lots in a development known as and referred to herein as "The Courtyards at Village Crossing". The Association shall also serve as the "owners association" as that term is defined in Chapter 5312 of the Ohio Revised Code.

ARTICLE II

MEMBERS AND VOTING

Section 2.01. Every person or entity who is a record owner of a fee or undivided fee simple interest in a Lot that has been subjected to the provisions of the Declaration of Covenants, Easements, Restrictions, Assessments, and Assessment Liens for The Courtyards at Village Crossing to which this document is attached, and any amendments thereto (hereinafter the "Declaration"), except, in the case of a recorded land installment sales contract, the vendee or vendees and not the owner or owners of a fee simple interest, from and after the time that the same has been developed and platted and whose property has been subjected to the Declaration or other restrictions (whether by plat, deed restriction, declaration of restriction, or amendments thereto) which require such owners to be and become members of the Association, shall be a "Member" of the Association. "Owner", as used herein, as well as in the Declaration, means and includes the record

Owner of a fee simple interest in a Lot subject to the provisions of the Declaration, except the owner of the fee simple interest in a Lot subject to a recorded land installment contract, in which case the vendee is referred to herein as the "Owner." The membership of each Owner shall terminate when the Owner ceases to own an undivided fee simple interest or interests or vendee interest in a Lot, and upon the sale, transfer or other disposition of each undivided fee simple interest or vendee interest in a Lot, the membership in the Association which is appurtenant to that interest shall automatically be transferred to the new Owner(s) of the interest. No Member may otherwise terminate membership in the Association or sever that membership interest.

Section 2.02. Except as provided herein, on any question for which the vote of Members is permitted or required, the Owner or Owners of each Lot in The Courtyards at Village Crossing shall be entitled to exercise one vote for each such Lot that he or she or they own. If two or more persons own undivided interests in a Lot as fiduciaries, tenants in common or otherwise, such persons shall only be entitled to one vote with respect to the Lot, which vote shall be exercised, if at all, as a single Lot and not by percentage of interest.

Notwithstanding anything herein to the contrary, Epcon State Street, LLC, an Ohio limited liability company and the developer of The Courtyards at Village Crossing (hereinafter, the "Developer"), or its successor or its designee, (with the consent of NSS Development, LLC, an Ohio limited liability company ("NSS"), so long as NSS owns any Lot) shall be entitled to exercise one hundred percent (100%) of the total voting power of the Members of the Association on each matter properly submitted to the Members for their vote, consent, waiver, release or action until such time as the Developer elects to relinquish the voting right, which relinquishment shall take place no later than the time The Courtyards at Village Crossing has been developed to its fullest extent, all improvements have been completed, and all Lots have been sold and conveyed to bona fide residential home purchasers. At such time as Developer elects to relinquish the voting right, each Lot shall be entitled to one vote on each matter properly submitted to the Members for their vote, consent, waiver, release or other action. In addition to the indemnification provided herein, Developer, including Directors appointed by and employed by the Developer, shall have no liability and shall be indemnified and held harmless by the Association for events occurring after the relinquishment of voting control. Assessments shall be paid by each Member when due without regard to the right of a Member to vote.

Section 2.03. Fiduciaries and minors who are Owners of record of a Lot or Lots may vote their respective interests as Members. If two or more persons or entities own undivided interests in a Lot as fiduciaries, tenants in common or otherwise, such persons or entities shall be entitled to one vote with respect to a Lot, which vote shall be exercised, if at all, as a single Lot and not by percentages of interest. If more than one of such Owners

attends a meeting, acts in voting by mail or executing consents, a majority of those voting may act for the Owners of the Lot. If only one such person or entity attends a meeting, votes or executes a consent, then that person or entity may act for all.

Section 2.04. An entity which is a Member of the Association may exercise its right to vote by any officer, director, principal, member of a limited liability company, partner, trustee or employee and any such person shall conclusively be deemed to have authority to vote and to execute any proxies and written waivers and consents relative thereto, unless, before a vote is taken or a consent or waiver is acted upon, it shall be made to appear by a certified copy of the regulations or bylaws or of a resolution adopted by the entity that such authority does not exist or is vested in some other officer or person.

Section 2.05. At meetings of the Members or otherwise, any Member entitled to vote or take action may be represented and may vote or take action by a proxy or proxies appointed by an instrument in writing. Each such instrument shall be filed with the secretary of the meeting before the person holding the proxy shall be allowed to vote under the proxy at the meeting or with the Secretary of the Association before the person holding the proxy may take action under the proxy without a meeting. No proxy shall be valid after the expiration of eleven (11) months from its date of execution unless the Member executing it shall have specified therein the length of time that it is to continue in effect.

ARTICLE III

MEETINGS OF MEMBERS

Section 3.01. After the relinquishment of control of the Association by the Developer, an annual meeting of the voting Members for the election of Directors, for the consideration of reports to be made at the meeting and for the transaction of such other business as may properly come before the meeting shall be held during the first quarter of each calendar year, on a date established by the Board of Directors of the Association (the "Board of Directors"). No annual meetings shall be required or held prior to the Developer's relinquishment of control of the Association.

Section 3.02. Special meetings of the Members may be called by the President, by a majority of the Directors acting with or without a meeting, or following the relinquishment of control of the Association by the Developer, by Members entitled to exercise not less than twenty-five percent (25%) of the total voting power of the Members. Upon delivery of a request in writing to the President or Secretary of the Association by Member entitled to call such a meeting, it shall be the duty of the President or Secretary to give notice to the Members in accordance with this Code of Regulations, but if such

request is refused, then the Members making the request may call a meeting by giving the notice.

Section 3.03. All meetings of Members shall be held at such places as may be specified by the Board of Directors or the persons calling the meeting.

Section 3.04. A written or printed notice of every meeting of Members, whether annual or special, stating the time, place and purpose or purposes for which the meeting is called shall be given by, or at the direction of, the President or Secretary of the Association by personal delivery or by mail not more than sixty (60) nor less than five (5) days before the meeting to each Member entitled to notice thereof. If mailed, such notice shall be addressed to the Member at the Member's address as it appears on the records of the Association. The Association shall have no obligation to perform research or investigations beyond its records to ascertain the identity or the address of any Member. If a meeting is adjourned to another time or place, no further notice of the adjourned meeting need be given if the time and place to which it is adjourned are fixed and announced at the meeting. In the event of a transfer of ownership of a Member's Lot after notice has been given and prior to the holding of the meeting, it shall not be necessary to serve notice on the transferee. The Board of Directors may set a record date for the determination of the Members who are entitled to receive notice of or to vote at any meeting of Members, which record date shall not be earlier than forty-five (45) days preceding the meeting. If no record date is fixed by the Directors, the record date for determining the Members who are entitled to receive notice of or who are entitled to vote at a meeting of Members shall be the business day next preceding the day on which notice is given or the meeting is held, as the case may be. In any case where a person's or entity's right to vote is questioned or disputed, the person wishing to vote shall have the burden of proving his, her or its right to vote.

Section 3.05. Notice of the time, place and purpose or purposes of any meeting of Members may be waived in writing either before or after the holding of the meeting by any Member, which writing shall be filed with or entered upon the records of the meeting. The attendance of a Member at any meeting in person or by proxy without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by that Member of notice of the meeting.

Section 3.06. A quorum for any meeting of Members shall be that number of Members who are entitled to vote who are present in person or represented by proxy at a duly called and noticed meeting, and except as hereinafter provided, all actions shall be taken upon the majority vote of all Members present, in person or by proxy, provided that no action required by law, the Declaration, the Articles of Incorporation, or this Code of Regulations that must be authorized or taken by those Members exercising not less than a

designated percentage of the total voting power may be authorized or taken by a lesser percentage. Those Members entitled to vote who are present in person and represented by proxy at a meeting may adjourn the meeting from time to time. Any business may be transacted at the reconvened meeting as if the meeting had been held as originally called.

Section 3.07. The order of business of any meeting of Members shall be determined by the presiding officer, unless otherwise determined by a vote of those Members entitled to exercise not less than a majority of the voting power of the Members present in person or represented by proxy at the meeting.

Section 3.08. At all elections of Members of the Board of Directors the candidates receiving the greatest percentage of the votes cast for their respective positions shall be elected. All other questions shall be determined by the vote of those Members entitled to exercise not less than a majority of the voting power of the Members present in person and represented by proxy at a meeting, unless for the particular purpose the vote of a greater percentage of this voting power of all Members is required by law, the Articles of Incorporation, this Code of Regulations, the Declaration or otherwise.

Section 3.09. Any action which may be authorized or taken at a meeting of Members may be authorized or taken without a meeting in a writing or writings signed by Members exercising not less than seventy-five percent (75%) of the voting power of all Members or such greater proportion thereof as the Articles of Incorporation, this Code of Regulations, the Declaration or any other provision of law may otherwise require. Said writing or writings shall be filed with or entered upon the records of the Association. Any vote that can be taken at a meeting of Members may also be taken by mail. In that event ballots shall be mailed to all persons and entities who are Members of the Association at the time of the mailing and approval shall be required from a majority of the voting power of all Members or from such greater (or lesser, in the case of electing members of the Board of Directors) proportion thereof as the Articles of Incorporation, this Code of Regulations, the Declaration or any provision of law may otherwise require. Adequate records of the manner and results of each vote conducted by mail shall be filed with or entered upon the records of the Association.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.01. Subject to such limitations as have been or may hereafter be imposed by the Declaration, the Articles of Incorporation or this Code of Regulations, as any of the same may be lawfully amended from time to time, all power and authority of the

Association shall be vested in and exercised by a Board of Directors. Said persons shall manage and conduct the business and affairs of the Association and exercise the powers and duties established by the Declaration, the Articles of Incorporation and this Code of Regulations (collectively, the "Association Governing Documents") until they resign, or until their successors are elected and qualified. Except for members of the Board of Directors appointed by the Developer, members of the Board of Directors must be a Lot Owner, the spouse of a Lot Owner, or a principal, member of a limited liability company, partner, director, officer, trustee, or employee of an entity that is a Lot Owner in the Association. Before the relinquishment of control of the Association by the Developer, the Developer shall appoint all Directors (with the consent of NSS so long as NSS owns any Lot), which shall consist of three individuals named in the Articles of Incorporation, or such replacements thereof as Developer shall from time to time appoint in its sole and unfettered discretion.

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

Section 4.02. Candidates for election as Directors may be selected by a Nominating Committee formed in accordance with Section 5.05 of Article V hereof. Candidates may also be nominated from the floor of any meeting held for the purpose of electing a Director or Directors. The Nominating Committee may nominate as many candidates as it wishes, provided that if the Nominating Committee nominates a candidate, it shall nominate not less than the number of Directors to be elected.

Section 4.03. If any member of the Board of Directors, other than a member of the Board of Directors appointed by the Developer, vacates membership on the Board of Directors as a result of death, resignation or any other act or reason, a replacement Director shall be appointed by the remaining Directors. If the remaining Directors cannot agree upon a person to fill the vacancy within thirty (30) days after the vacancy is created, said remaining Directors shall call a special meeting of Members of the Association to fill the vacancy, such meeting to be held within sixty (60) days after the vacancy is created. Any Director appointed or elected to fill a vacancy shall hold office for the unexpired term of the Director he or she succeeds and until his or her successor is elected and qualified, or until he or she resigns.

Section 4.04. The Board of Directors shall hold such meetings from time to time as it deems necessary and such meetings may be called by the President of the Association from time to time, provided that the Board of Directors shall be required to meet at least once in each calendar quarter. Meetings shall be held at such place as the President or a majority of the Directors may determine, or by electronic or telephonic communication provided that each Director can hear or read in real time and participate and respond to every other Director.

Section 4.05. The President or Secretary shall cause electronic, telegraphic or written notice of the time and place of all meetings of the Board of Directors, both regular meetings and special meetings, to be duly served upon or sent to each Director not less than two (2) nor more than twenty (20) days before the meeting, except that a regular meeting of the Board of Directors may be held without notice immediately after the annual meeting of the Members of the Association at the same place as the annual meeting was held for the purpose of electing or appointing officers for the ensuing year and the transaction of such other business as may properly come before said meeting. No notice of adjourned meetings need be given. Notice of the time and place of any meeting of the Board of Directors may be waived by any Director in writing either before or after the holding of the meeting, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Director at any Board of Directors meeting without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by that person of notice of the meeting.

Section 4.06. At all meetings of the Board of Directors a majority of the members thereof shall constitute a quorum, but less than a quorum may adjourn a meeting from time to time, and at adjourned meetings any business may be transacted as if the meeting had been held as originally called. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as otherwise required by law, the Declaration, the Articles of Incorporation or this Code of Regulations. No Lot Owner, other than a Director, may attend or participate in any discussion or deliberation of a meeting of the Board of Directors unless the Board of Directors expressly authorizes that Owner to attend or participate.

Section 4.07. Members of the Board of Directors shall not receive any compensation for their services rendered to the Association as a Director. However, any Director may be reimbursed for actual expenses incurred in the performance of duties as a Director, if approved by the Board of Directors, and any Director may serve the Association in any other capacity and may receive compensation therefore, subject to the requirements and limitations of this Code of Regulations and the Articles of Incorporation.

Section 4.08. Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting in a writing or writings signed by all of the Directors, which writing or writings shall be filed with or entered upon the records of the Association.

Section 4.09. The Board of Directors may employ or engage the services of a manager or managing agent and such other persons, firms or corporations as it deems necessary or advisable in order to perform the duties imposed upon it, and may pay such compensation as it determines. The Board of Directors may delegate to any such manager, Managing Agent, person, firm or corporation such administrative and ministerial duties as it determines.

Section 4.10. The Board of Directors shall exercise all powers and have all authority, under law, and under the provisions of the Declaration, Articles of Incorporation, and this Code of Regulations, that are not specifically and exclusively reserved to the Members by law or by other provisions of the Declaration, Code of Regulations or Articles of Incorporation, and without limiting the generality of the foregoing, the Board of Directors shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law, and the Declaration, Code of Regulations and Articles of Incorporation;
- (b) obtain insurance coverage and bonds the Directors consider appropriate or necessary; provided that insurance coverage and bonds required pursuant to the provisions of the Declaration and in amounts no less than that required pursuant to the provisions of the Declaration shall be obtained and maintained;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) repair, maintain and improve the Common Elements;
- (e) establish, enforce, levy and collect Assessments, late fees, delinquent interest and such other charges as are provided for in the Declaration and adopt, publish, and enforce rules and regulations concerning the same;

(f) adopt and publish rules and regulations governing the use of the Common Elements and the personal conduct of Owners, Occupants and their guests thereon;

(g) suspend the voting rights of an Owner during any period in which such Owner shall be in default in the payment of any charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for each infraction of published rules and regulations or of any provisions of the Declaration);

(h) declare the office of a member of the Board of Directors to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board of Directors;

(i) subject to such approvals, if any, as may be required pursuant to the provisions of Declaration, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation, management agreements, purchase agreements and loan documents, all on such terms and conditions as the Board of Directors in its sole and absolute discretion may determine;

(j) cause excess funds of the Association to be invested in such reasonable investments that meet standards for fiduciary investments under Ohio law as the Board of Directors may from time to time determine;

(k) subject to the provisions of the Declaration, borrow funds, as needed, and pledge and assign such security and rights of the Association, including rights to levy and collect Association Assessments of every type or nature, or other future income, and to file liens therefore and enforce collection thereof, as might be necessary or desirable in the judgment of the Board of Directors, to obtain any such loan;

(l) take such actions and expend the Association funds and Assessments as the Board of Directors deems appropriate, in its sole discretion, to satisfy the requirements of institutional mortgagees, and guarantors and insurers of first mortgage loans for the financing or refinancing of Lots a part of The Courtyards at Village Crossing;

(m) purchase and cause the Association to hold title to real property; and

(n) do all things and take all actions permitted to be taken by the Association by law or the Declaration not specifically reserved thereby to others.

Section 4.11. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs, including correct and complete books and records of account that specify receipts and expenditures relating to Community Common Elements and other common receipts and expenses, records showing the allocation, distribution, and collection of common profits, losses, and expenses among and from Owners, minutes of meetings of the Members and meetings of the Board of Directors, and records of the names and addresses of Owners;

(b) present the latest available financial statement of the Association to the Owners at each annual meeting of Owners, or at any special meeting when requested in writing by Owners representing not less than a majority of the voting power of Owners;

(c) supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(d) cause an annual budget to be prepared, and amendments thereto as needed;

(e) as more fully provided in the Declaration, establish, levy, enforce and collect Assessments;

(f) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid;

(g) procure and maintain insurance and bonds as provided in the Declaration, and as the Board of Directors deems advisable;

(h) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration; and

(i) take all other actions required to comply with all requirements of the Declaration, Articles of Incorporation and this Code of Regulations.

ARTICLE V

OFFICERS AND COMMITTEES

Section 5.01. The officers of the Association shall be a President, a Secretary, a Treasurer and such other officers as may be determined by the Board of Directors. All officers shall be elected by the Board of Directors from among the members of the Board of Directors. Officers shall hold office at the pleasure of the Board of Directors and any two or more offices may be held by the same person. No Officer shall receive any compensation for their services rendered to the Association as a Director; provided that an Officer may be reimbursed for actual expenses incurred in the performance of duties as an Officer, if approved by the Board of Directors, and any Officer may serve the Association in any other capacity and may receive compensation therefore, subject to the requirements and limitations of this Code of Regulations and the Articles of Incorporation.

Section 5.02. It shall be the duty of the President to preside at all meetings of Members of the Association and the Board of Directors, to exercise general supervision over the affairs of the Association and in general to perform all duties incident to the office or which may be required by the members of the Board of Directors.

Section 5.03. It shall be the duty of the Secretary to keep or cause to be kept under his or her supervision an accurate record of the acts and proceedings of the Members and the Board of Directors, including records of the names and addresses of the Members. The Secretary shall further perform all duties incident to the office and such other duties as may be required by the Members or the Board of Directors. Upon expiration or termination of his or her term of office, the Secretary shall deliver all books, records, documents and other property of the Association in his or her possession or control to his or her successor or to the President.

Section 5.04. The Treasurer shall receive and safely keep all money, securities and other intangible property belonging to the Association, or evidence thereof, and shall disburse the same under the direction of the Board of Directors; shall keep or cause to be kept under his or her supervision correct and complete books and records of account specifying the receipts and expenditures of the Association, together with records showing the allocation, distribution and collection of assessments, fees, revenues and expenses among and from the Members, shall hold the same open for inspection and examination by

the Board of Directors and the Members, and shall present abstracts of the same at annual meetings of the Members or at any other meeting when requested; shall give bond in such sum with such surety or sureties as the Board of Directors may require for the faithful performance of his or her duties; shall perform any other duties which may be required of him or her by the members of the Board of Directors; and, upon the expiration or termination of his or her term of office, shall deliver all money and other property of the Association in his or her possession or control to his or her successor or to the President.

Section 5.05. The Board of Directors may create a committee or committees. Each committee shall serve at the pleasure of the Board of Directors and shall be subject to the control and direction of the Board of Directors. Any committee may act pursuant to the vote of a majority of its members at a meeting of the committee or by a writing or writings signed by all of its members. Any act or authorization by any such committee within the authority delegated to it shall be as effective for all purposes as the act or authorization of the Board of Directors. Each committee shall establish its own procedures for scheduling and giving notice of its meetings, establishing agendas, maintaining records of its meetings and actions, and other administrative matters, subject to any such procedures which may be established for that committee or all committees by the Board of Directors.

ARTICLE VI

INDEMNIFICATION

Section 6.01. The Association shall indemnify any officer or Director of the Association who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including, without limitation, any action threatened or instituted by or in the right of the Association), by reason of the fact that that individual is or was a Director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a Director, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs), judgments, fines and amounts paid in settlement actually and reasonably incurred by that person in connection with such action, suit or proceeding if that individual acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, that individual had no reasonable cause to believe that individual's conduct was unlawful. An individual claiming indemnification under this Section 6.01 shall be presumed, in respect of any act or omission giving rise to such claim for indemnification, to have acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests

of the Association, and with respect to any criminal matter, to have had no reasonable cause to believe that individual's conduct was unlawful, and the termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, rebut such presumption.

Section 6.02. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding:

(a) the Association shall not indemnify any officer or Director of the Association who was a party to any completed action or suit instituted by or in the right of the Association to procure a judgment in its favor by reason of the fact that that individual is or was a Director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a Director, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, in respect of any claim, issue or matter asserted in such action or suit as to which that individual shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Association or misconduct (other than negligence) in the performance of that individual's duty to the Association, unless and only to the extent that the Court of Common Pleas of Delaware County or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances of the case, that individual is fairly and reasonably entitled to such indemnity as such Court of Common Pleas or such other court shall deem proper; and

(b) the Association shall promptly make any such unpaid indemnification as is determined by a court to be proper as contemplated by this Section 6.02.

Section 6.03. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding, to the extent that an officer or Director of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 6.01, or in defense of any claim, issue or matter therein, that individual shall be promptly indemnified by the Association against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) actually and reasonably incurred in connection therewith.

Section 6.04. Any indemnification required under Section 6.01 and not precluded under Section 6.02 shall be made by the Association only upon a determination that such

indemnification of the officer or Director is proper in the circumstances because that individual has met the applicable standard of conduct set forth in Section 6.01. Such determination may be made only (a) by a majority vote of a quorum consisting of Directors of the Association who were not and are not parties to, or threatened with, any such action, suit or proceeding, or (b) if such a quorum is not obtainable or if a majority of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association, or any individual to be indemnified, within the past five (5) years, or (c) by the Members, or (d) by the Court of Common Pleas of Delaware County or (if the Association is a party thereto) the court in which such action, suit or proceeding was brought, if any; and such determination may be made by a court under division (d) of this section 6.04 at any time [including, without limitation, any time before, during or after the time when any such determination may be requested of, be under consideration by or have been denied or disregarded by the disinterested Directors under division (a) or by independent legal counsel under division (b) or by the Members under division (c) of this Section 6.04]; and no decision for any reason to make any such determination, and no decision for any reason to deny such determination, by the disinterested Directors under division (a) or by independent legal counsel under division (b) or by the Members under division (c) of this Section 6.04 shall be evidenced in rebuttal of the presumption recited in Section 6.01. Any determination made by the disinterested Directors under division (a) or by independent legal counsel under division (b) or by the Members under division (c) of this Section 6.04 to make indemnification in respect of any claim, issue or matter asserted in an action or suit threatened or brought by or in the right of the Association shall be promptly communicated to the individual who threatened or brought such action or suit, and within ten days after receipt of such notification such individual shall have the right to petition the Court of Common Pleas of Delaware County or the court in which such action or suit was brought, if any, to review the reasonableness of such determination.

Section 6.05. Expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) incurred in defending any action, suit or proceeding referred to in Section 6.01 shall be paid by the Association in advance of the final disposition of such action, suit or proceeding to or on behalf of the officer or Director promptly as such expenses are incurred by that individual, but only if such officer or Director shall first agree, in writing, to repay all amounts so paid in respect of any claim, issue or other matter asserted in such action, suit or proceeding in defense of which that individual shall not have been successful on the merits or otherwise:

(a) if it shall ultimately be determined as provided in Section 6.04 that that individual is not entitled to be indemnified by the Association as provided under Section 6.01; or

(b) if, in respect of any claim, issue or other matter asserted by or in the right of the Association in such action or suit, that individual shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Association or misconduct (other than negligence) in the performance of that individual's duty to the Association, unless and only to the extent that the Court of Common Pleas of Delaware County or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances, that individual is fairly and reasonably entitled to all or part of such indemnification.

Section 6.06. The indemnification provided by this Article VI shall not be exclusive of, and shall be in addition to, any other rights to which any person seeking indemnification may be entitled under the Articles or this Code of Regulations or any agreement, vote of Members or disinterested Directors, or otherwise, both as to action in that individual's official capacity and as to action in another capacity while holding such office, and shall continue as to an individual who has ceased to be an officer or Director of the Association and shall inure to the benefit of the heirs, executors, and administrators of such individual.

Section 6.07. The Association may purchase and maintain insurance or furnish similar protection, including but not limited to trust funds, letters of credit, or self-insurance, on behalf of any Person who is or was a Director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against any liability asserted against that Person and incurred by that Person in any such capacity, or arising out of that Person's status as such, whether or not the Association would have the obligation or the power to indemnify that Person against such liability under the provisions of this Article VI. Insurance may be purchased from or maintained with a Person in which the Association has a financial interest.

Section 6.08. For purposes of this Article VI, and as examples and not by way of limitation:

(a) An individual claiming indemnification under this Article VI shall be deemed to have been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 6.01, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding referred to Section 6.01, or in defense of any claim, issue or

other matter therein, if such action, suit or proceeding shall be terminated as to such person, with or without prejudice, without the entry of a judgment or order against that individual, without a conviction of that individual, without the imposition of a fine upon that individual and without that individual's payment or agreement to pay any amount in settlement thereof (whether or not any such termination is based upon a judicial or other determination of the lack of merit of the claims made against that individual or otherwise results in a vindication of that individual);

(b) References to an "other enterprise" shall include employee benefit plans; references to a "fine" shall include any excise taxes assessed on an individual with respect to an employee benefit plan; and references to "serving at the request of the Association" shall include any service as a Director, officer, employee, agent or volunteer of the Association which imposes duties on, or involves services by, such Director, officer, employee, agent or volunteer with respect to an employee benefit plan, its participants or beneficiaries; and an individual who acted in good faith and in a manner that individual reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Association" within the meaning of that term as used in this Article VI; and

(c) The term "volunteer" shall mean a Director, officer, committee member or other agent of the Association, or another Person associated with the Association, who (i) performs services for or on behalf of, and under the authority or auspices of, the Association, and (ii) does not receive compensation, either directly or indirectly, for performing those services. Compensation does not include (i) actual and necessary expenses that are incurred by the volunteer in connection with the services performed for the Association and that are reimbursed to the volunteer or otherwise paid; (ii) insurance premiums paid on behalf of the volunteer and amounts paid, advanced or reimbursed pursuant to this Article VI, Section 1702.12(E) of the Ohio Revised Code or any indemnification agreement, resolution or similar arrangement; or (iii) modest prerequisites.

Section 6.09. Any action, suit or proceeding to determine a claim for indemnification under this Article VI may be maintained by the person claiming such indemnification, or by the Association, in the Court of Common Pleas of Delaware County. The Association and (by claiming such indemnification) each such Person consent to the exercise of jurisdiction over its or that Person by the Court of Common Pleas of Delaware County in any such action, suit or proceeding.

ARTICLE VII

NOTICES AND DEMANDS

Section 7.01. Any notice or demand which is required to be given or delivered to or served upon a Member of the Association shall be in writing and shall be deemed to have been given, delivered or served when delivered personally to him or her or mailed to him or her at his or her address as it appears on the records of the Association.

Section 7.02. In computing the period of time for the giving of a notice required or permitted under the Articles of Incorporation, this Code of Regulations or a resolution of the Members or Directors, the day on which the notice is given shall be excluded, and the day when the act for which notice is given is to be done shall be included, unless the instrument calling for the notice otherwise provides. If notice is permitted to be given by mail, the notice shall be deemed to have been given when deposited in the mail.

ARTICLE VIII

AMENDMENTS

Section 8.01. This Code of Regulations may be amended or a new Code of Regulations may be adopted at a meeting of voting Members held for that purpose or in a vote conducted by mail by the affirmative vote of those Members entitled to exercise not less than seventy-five percent (75%) of the total voting power of Members. The foregoing notwithstanding, any amendment terminating and dissolving the Association shall require the unanimous consent of all Owners.

Section 8.02. This Code of Regulations shall also be deemed to be Bylaws as the same is defined in Chapter 5312 of the Ohio Revised Code.

ARTICLE IX

DURATION

Section 9.01. The Association shall exist so long as the provisions of the Declaration are applicable to The Courtyards at Village Crossing.



March 29, 2017

Josh McKeever
Farris Planning and Design, LLC.
243 N. 5th Street
Suite 401
Columbus, OH 43215

Re: Harpers Pointe, Powell, OH

Thank you for requesting information to be served by Columbia Gas of Ohio, Inc. (COH) to serve the natural gas needs to this proposed project. This letter is to confirm COH does have facilities along Powell Rd/E. Olentangy St in Powell. Although COH facilities may be in the vicinity of your proposed property, further investigation will need to take place for capacity and final design. Additional information will be required later; however, when you are ready to proceed please contact me and I will assist you through this process.

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

If you have additional questions please feel free to contact me at 614-460-5416. We look forward to partnering with you on this and future projects.

Sincerely,

A handwritten signature in black ink that reads "Donna Young".

Donna Young
New Business Development Manager | Columbia Gas of Ohio, Inc.
290 W. Nationwide Blvd. | Columbus, Ohio 43215

Officers

TIMOTHY D. McNAMARA

President

DAVID A. BENDER

Vice President

ROBERT W. JENKINS

Secretary

G. MICHAEL DICKEY

Treasurer

GLENN MARZLUF

General Manager/CEO

SHANE CLARK

Chief Operating Officer



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Phone (740) 548-7746 • Fax (740) 548-6203

Directors

BRUCE A. BLACKSTON

BRIAN P. COGHLAN

WILLIAM E. COLE

DOUGLAS D. DAWSON

J. MICHAEL SHEETS

PERRY K. TUDOR

March 29, 2017

via Email: jmckeever@farisplanninganddesign.com

Josh McKeever
Faris Planning & Design, Inc.
243 N. 5th Street
Columbus, Ohio 43215

RE: Water Availability – Harper's Pointe

Dear Mr. McKeever:

As requested, this is to inform you that Del-Co Water is able to provide water service to the site described below upon plan approval and payment of the required fees:

Proposed Land Use: ±48 single-family gated dense gated community
Location: West side of Beech Ridge Dr., ±250 feet north of E. Olentangy Street.
Acreage: ±8.75 acres

This site can be served from an existing 10-inch water line located on Beech Ridge Dr. This development will be served by a master meter.

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.

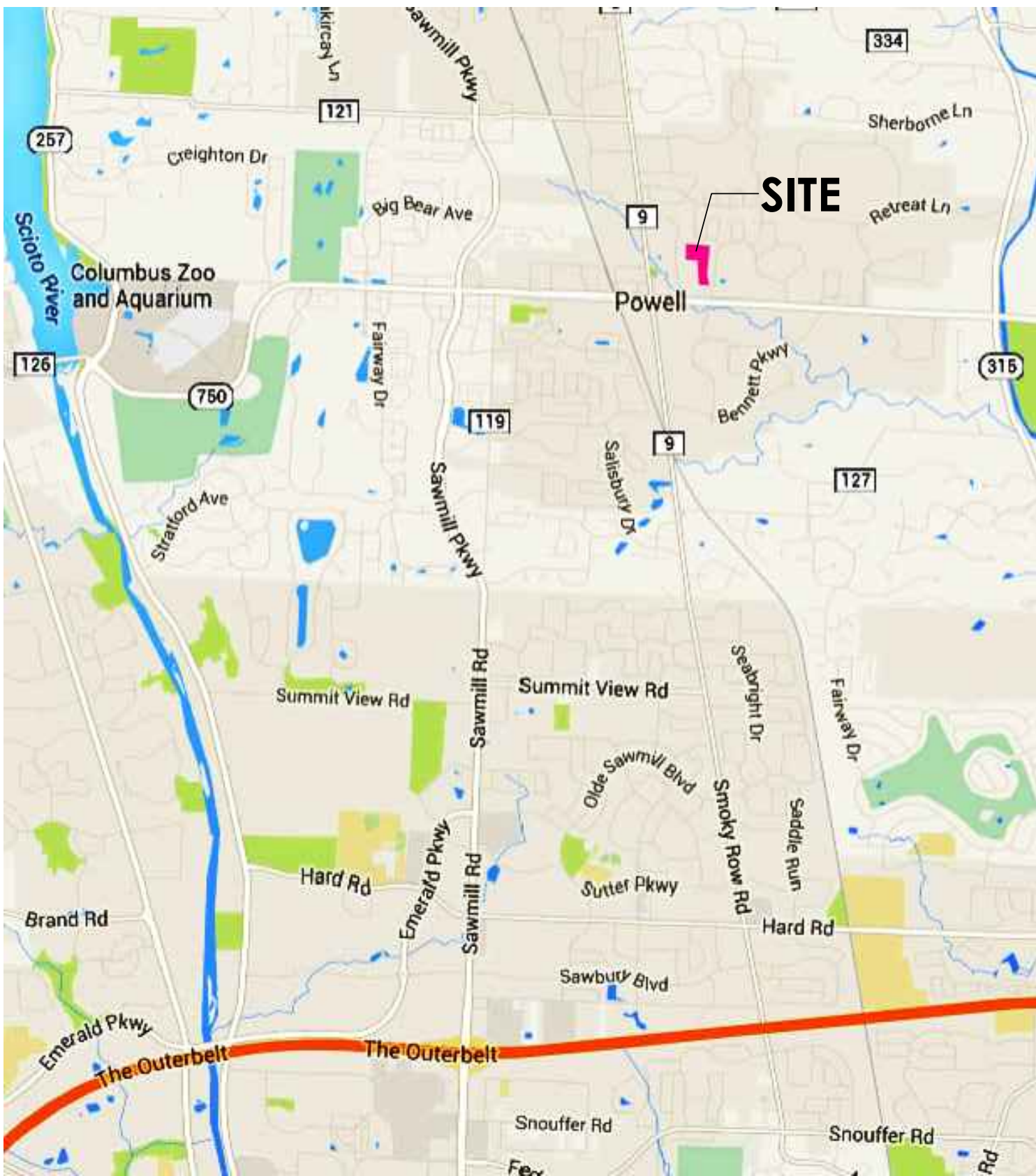
Shane F. Clark, P.E.
Deputy General Manager

SITE DATA

TOTAL ACRES	+/- 8.75 ACRES
TOTAL UNITS	48
DENSITY	+/- 5.49 D.U./AC.
TREE PRESERVE / SCENIC / OPEN SPACES	2.04 ACRES (23.3%)

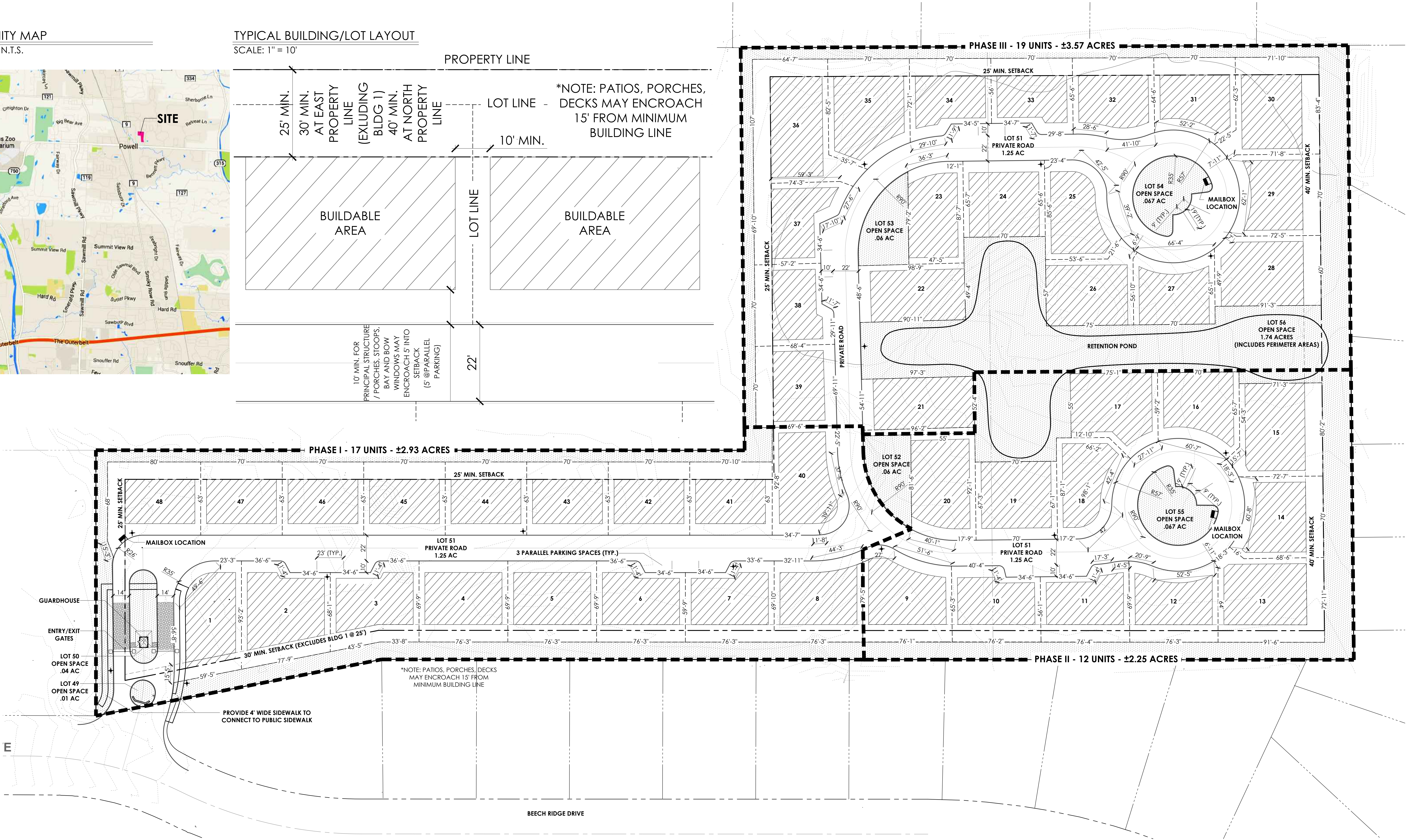
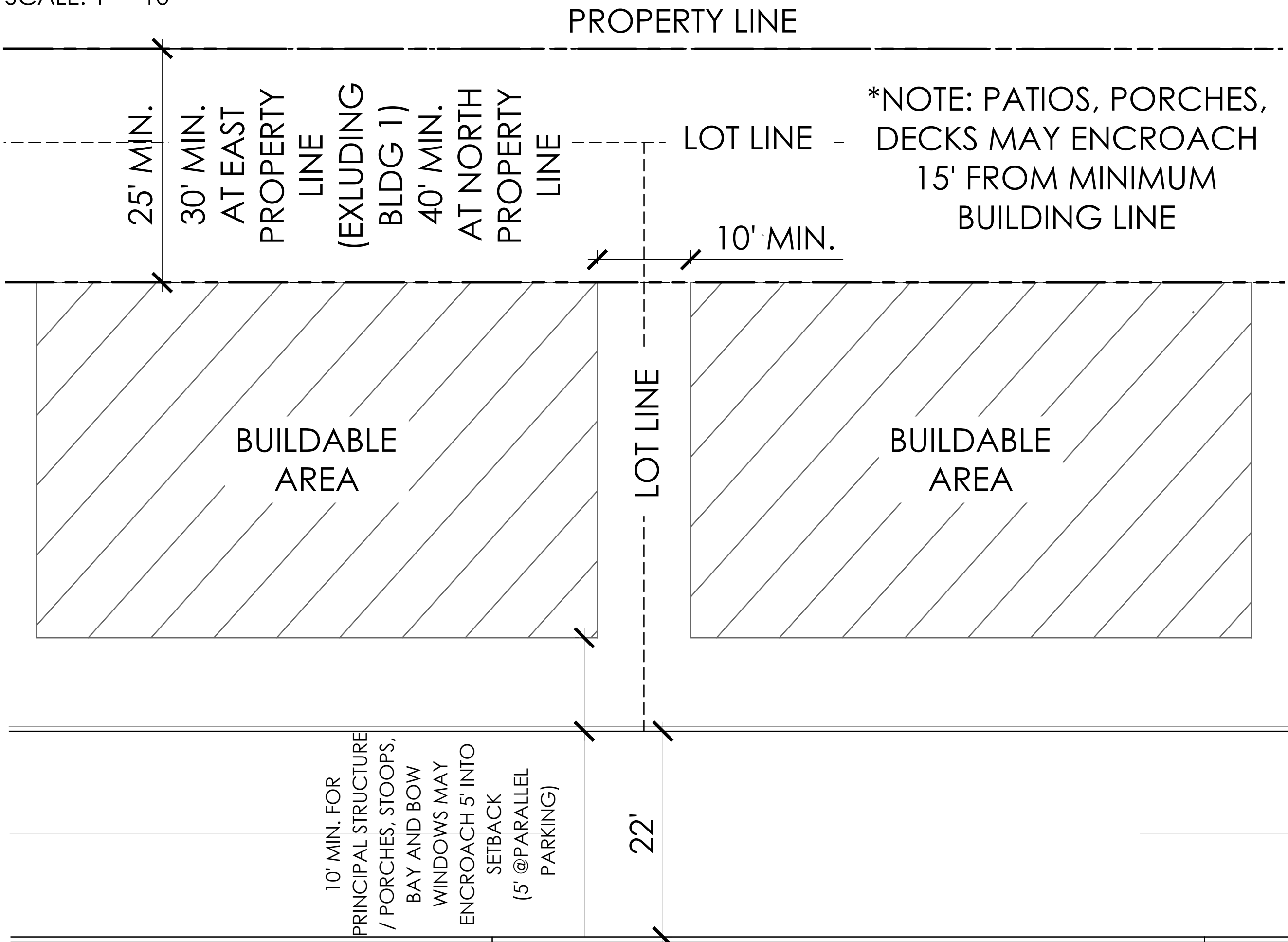
VICINITY MAP

SCALE: N.T.S.



TYPICAL BUILDING/LOT LAYOUT

SCALE: 1" = 10'



FINAL DEVELOPMENT AND PHASING PLAN

EXHIBIT C-1



DELAWARE COUNTY REGIONAL SEWER DISTRICT

MICHAEL A. FROMMER, P.E., EXECUTIVE DIRECTOR
TIFFANY M. MAAG, P.E., DEPUTY DIRECTOR

April 3, 2017

Faris Planning & Design, LLC
Attn: Josh McKeever
243 N 5th Street, Suite 401
Columbus, OH 43215

Re: **Request for Sewer Capacity**
Parcels: 31942513046000

Dear Mr. McKeever:

The Delaware County Regional Sewer District (the "County") has considered your request for approval to discharge sanitary sewage into the Delaware County Sanitary Sewer System from the above referenced location, representing 48 Equivalent Residential Unit(s) (ERU).

Capacity is conditionally available to serve the proposed project.

The current assessment of capacity availability is subject to periodic reevaluation by the County and shall not be valid after 18 months from the date of this letter.

If you have any questions, please feel free to contact me.

Sincerely,

Kelly Thiel
Delaware County Regional Sewer District

cc: Mike Frommer
Project File
Correspondence File

EXHIBIT E-5