## Harpers Pointe

FINAL DEVELOPMENT PLAN
Beech Ridge Drive
Powell, Ohio
March 28, 2017
Arlington
高lomes

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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

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.
Legal description of the property.
See Exhibit B-1 for Parcel Description, See Exhibit B-2 for Parcel Exhibit.
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 $5^{\prime}$ and pertain to stoops, porches, bay/bow windows, and chimneys.

Setbacks from public streets are $20^{\prime}$ min. to $25^{\prime}$ maximum per code. In the C-1 plan, the setback is $30^{\prime}$ 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 $30^{\prime}$ as required by code. $30^{\prime}$ 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 $1-1 / 2$ 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 $\mathrm{C}-1$ 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 $\mathrm{C}-1$ for phasing plan.

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 it has the ability to post a bond for the City of Powell Council prior to Final Development Plan approval.

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, $1 \frac{1}{2}$ story and 2 story homes. Square footage of the units is anticipated to be from $1,500 \mathrm{sf}$. (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

HILL G \& JANE M 199 PADDOCK CIR POWELL OH 43065

KACZKOWSKI ALYSON
154 BEECH RIDGE DR POWELL OH 43065

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

JOHN SHERBA MARYANN TRUSTEES
70 BEECH RIDGE DR POWELL OH 43065

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

SMITH A \& ELIZABETH M 201 MULADORE DR
POWELL OH 43065

AMY NELSON
183 MULADORE DR
POWELL OH 43065

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

WM CHRIS PETERS SUSAN R
201 PADDOCK CIR
POWELL OH 43065

RUSSELL VIRES JUDITH A 200 PADDOCK CIR POWELL OH 43065

VICTOR ROVDER DIANE M 142 BEECH RIDGE DR POWELL OH 43065

SHIRLEY TRUSTEE DEWIRE 228 GLEN VILLAGE CT POWELL OH 43065

WEST T \& ALLISON 54 BEECH RIDGE DR POWELL OH 43065

KURT STANLEY SUSAN L 217 MULADORE DR POWELL OH 43065

TOLLEY L 193 MULADORE DR POWELL OH 43065

PICKERING LEE 179 MULADORE DR POWELL OH 43065

FELDNER
165 MULADORE DR POWELL OH 43065

MOTIKA A
196 MULADORE DR
POWELL OH 43065

A WOOD ANDREA TRUST 166 BEECH RIDGE DR POWELL OH 43065

LINA BOZZELLI 130 BEECH RIDGE DR POWELL OH 43065

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

LIU
52 BEECH RIDGE DR POWELL OH 43065

DOUGLAS RUTZKY LAURA L 211 MULADORE DR POWELL OH 43065

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

GORDON M \& KATHERINE A 175 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

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

COLE T
89 BEECH RIDGE DR
POWELL OH 43065

LS 2470
2470 POWELL RD
POWELL OH 43065

VILLAGE OF POWELL OHIO
OLENTANGY ST
POWELL OH 43065

90 DRIVE
GRACE DR
POWELL OH 43065

YAGER J GAIL A<br>70 GRACE DR<br>POWELL OH 43065

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

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

CALLAHAN J \& MELISA 73 BEECH RIDGE DR POWELL OH 43065

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

OREILLY BROTHERS LTD
110 GRACE DR
POWELL OH 43065

90 DRIVE
90 GRACE DR
POWELL OH 43065

PROSPECT HOLDING CO LLC
60 GRACE DR
POWELL OH 43065

GIOFFRE
127 BEECH RIDGE DR POWELL OH 43065

FREED K
97 BEECH RIDGE DR POWELL OH 43065

ALFRED FABER GAIL 55 BEECH RIDGE DR POWELL OH 43065

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

90 DRIVE
GRACE DR POWELL OH 43065

LVA LLC 80 GRACE DR POWELL OH 43065

EXHIBIT A

Exhibit "B-1 \& B-2" - Parcel Description and Parcel Exhibit

## Parcel Description～8．75士 Acres <br> 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 $8.75 \pm$ acres，said $8.75 \pm$ 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：

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

Thence $\mathbf{S} \mathbf{8 7 0} \mathbf{3 2} \mathbf{~ 2 5 "} \mathbf{E}$ ，along the north perimeter of said $8.75 \pm$ acre tract，being the south line of Olentangy Ridge，Section 7 and the south line of Olentangy Ridge，Section 6，528．08 $\pm$ feet；

Thence along the east perimeter of said $8.75 \pm$ 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 03o 02＇34＂W，835．06士 feet； <br> S 08o 08＇52＂E，250．00 $\pm$ feet；

Thence along the southern perimeter of said $8.75 \pm$ 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 86o 58＇ 39 ＂ $\mathbf{~ W , ~ 2 2 8 . 1 7 ~} \pm$ feet； N 03o 01＇45＂E，557．14 $\pm$ feet；

N 870 32＇ $\mathbf{2 5}$＂W，346．01士 feet to the east line of Huffman Subdivision No．3；
Thence N 02o 47＇49＂E along the west perimeter of said $8.75 \pm$ acre tract，being the east line of Huffman Subdivision No．3，521．44 $\pm$ feet to the Point of Beginning．Containing $8.75 \pm$ 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 CI VIL DESI GN，I NC．

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.


Exhibit "C-1, C-1.1, \& C-2" - Final Development, Phasing, and Vicinity Map

## SITE DATA

| TTotal Acres | +/-8.75 ACRES |
| :---: | :---: |
| total Units | 48 |
| DENSTIT | ${ }^{+1-5.49}$ D.U./AC |




| SITE DATA |  |
| :---: | :---: |
| total acres | +1-8.75 ACRES |
| total un | 47 |
| Denstry | 537. |






SITE DATA

| TOOTA ACRES | +-8.75 Acres |
| :--- | :---: |
| TOTAL UNIS | 48 |






SITE DATA



Paris Planning \& Devigun

Exhibit "D-1 through D-5" - Tree Survey and Landscape Plans



| EXISTING TREES |  |  |  |
| :---: | :---: | :---: | :---: |
| ARLINGTON TROWBRIDGE |  |  |  |
| TREE NUMBER | SIZE | SPECIES | CONDITİN |
| 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 |  | Pine | Fair |
| 14 | 6 | Walnut | Fair |
| 15 | 8 | Spruce | Fair |
| 16 |  | 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 |  | 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 |  | Walnut | Fair |
| 61 | 12 | Walnut | Fair |


| 62 | 7 | Walnut | Fair |
| :---: | :---: | :---: | :---: |
| 63 | 11 | Walnut | Fair |
| 64 | 37 | Osage Orange | Good |
| 65 | 9 | Catalpa | Fair |
| 66 | 18 | Oak | Fair |
| 67 | 17 | Oak | Fair |
| 68 | 10 | Pine | Fair |
| 69 | 7 | Pine | Poor |
| 70 | 10 | Pine | Fair |
| 71 | 11 | Pine | Good |
| 72 | 12 | Pine | Fair |
| 73 | 15 | Oak | Fair |
| 74 | 14 | Sweet Gum | Fair |
| 75 | 12 | Oak | Poor |
| 76 | 6 | Walnut | Good |
| 77 | 8 | Spruce | Good |
| 78 | 11 | Spruce | Good |
| 79 | 8 | Spruce | Fair |
| 80 | 13 | Spruce | Fair |
| 81 | 13 | Spruce | Fair |
| 82 | 16 | Spruce | Good |
| 83 |  | Crabapple | Good |
| 84 | 10 | Pine | Fair |
| 85 | 9 | Pine | Fair |
| 86 | 8 | Spruce | Fair |
| 87 | 11 | Spruce | Fair |
| 88 | 11 | Spruce | Fair |
| 89 | 11 | Spruce | Fair |
| 90 | 11 | Pine | Fair |
| 91 | 11 | Spruce | Fair |
| 92 | 10 | Pine | Fair |
| 93 | 10 | Spruce | Fair |
| 94 | 13 | Pine | Fair |
| 95 | 11 | Sweet Gum | Good |
| 96 | 12 | Pine | Fair |
| 97 | 12 | Sweet Gum | Fair |
| 98 | 25 | Oak | Good |
| 99 | 6 | Mulbery | Good |
| 100 | 7 | Cherry | Fair |
| 101 | 12 | Spruce | Good |
| 102 | 29 | Sycamore | Good |
| 103 | 12 | Spruce | Good |
| 104 | 11 | Spruce | Fair |
| 105 | 29 | Oak | Good |
| 106 | 8 | Sweet Gum | Good |
| 107 | 6 | Walnut | Fair |
| 108 | 17 | Hickory | Good |
| 109 | 12 | Hickory | Good |
| 110 | 10 | Spruce | Poor |
| 111 | 9 | Spruce | Poor |
| 112 | 8 | Spruce | Poor |
| 113 | 15 | Spruce | Fair |
| 114 | 14 | Spruce | Fair |
| 115 | 11 | Spruce | Fair |
| 116 | 9 | Spruce | Fair |
| 117 | 10 | Spruce | Fair |
| 118 | 14 | Spruce | Fair |
| 119 | 13 | Spruce | Fair |
| 120 | 10 | Spruce | Fair |
| 121 | 13 | Spruce | Fair |
| 122 | 9 | Spruce | Fair |
| 123 | 13 | Spruce | Fair |
| 124 | 10 | Spruce | Fair |
| 125 | 11 | Spruce | Fair |
| 126 | 8 | Spruce | Fair |
| 127 | 11 | Spruce | Fair |


| 128 | 11 | Spruce | Fair |
| :---: | :---: | :---: | :---: |
| 129 | 11 | Spruce | Fair |
| 130 | 13 | Spruce | Fair |
| 131 | 13 | Spruce | Fair |
| 132 | 12 | Spruce | Fair |
| 133 | 12 | Spruce | Fair |
| 134 | 9 | Spruce | Fair |
| 135 | 7 | Elm | Fair |
| 136 | 11 | Oak | Fair |
| 137 | 6 | Elm | Fair |
| 138 | 9 | Elm | Fair |
| 139 | 7 | Walnut | Fair |
| 140 | 12 | Mulberry | Fair |
| 141 | 7 | Elm | Fair |
| 142 | 10 | Pine | Poor |
| 143 | 6 | Spruce | Poor |
| 144 | 6 | Spruce | Poor |
| 145 | 16 | Pine | Fair |
| 146 | 16 | Pine | Poor |
| 147 | 10 | Spruce | Fair |
| 148 | 7 | Spruce | Fair |
| 149 | 7 | Spruce | Poor |
| 150 | 9 | Spruce | Fair |
| 151 | 9 | Spruce | Fair |
| 152 | 16 | Pine | Fair |
| 153 | 9 | Pine | Fair |
| 154 | 16 | Spruce | Fair |
| 155 | 13 | Spruce | Fair |
| 156 | 11 | Spruce | Fair |
| 157 | 10 | Spruce | Fair |
| 158 | 13 | Pine | Fair |
| 159 | 10 | Cottonwood | Fair |
| 160 | 11 | Pine | Fair |
| 161 | 13 | Pine | Fair |
| 162 | 8 | Pine | Fair |
| 163 | 11 | Pine | Fair |
| 164 | 11 | Pine | Fair |
| 165 | 13 | Pine | Fair |
| 166 | 11 | Pine | Fair |
| 167 | 15 | Pine | Fair |
| 168 | 11 | Spruce | Fair |
| 169 | 8 | Spruce | Poor |
| 170 | 8 | Spruce | Fair |
| 171 | 11 | Maple | Fair |
| 172 | 32 | Oak | Good |
| 173 | 7 | Oak | Fair |
| 174 | 8 | Hackberry | Fair |
| 175 | 6 | Hackberry | Fair |
| 176 | 10 | Hackberry | Fair |
| 177 | 7 | Hackberry | Fair |
| 178 | 7 | Hackberry | Fair |
| 179 | 18 | Cottonwood | Good |
| 180 | 29 | Maple | Good |
| 181 | 32 | Maple | Good |
| 182 | 14 | Spruce | Fair |
| 183 | 10 | Boxelder | Fair |
| 184 | 12 | Spruce | Fair |
| 185 | 6 | Walnut | Fair |
| 186 | 6 | Elm | Fair |
| 187 | 8 | Osage Orange | Fair |
| 188 | 19 | Oak | Good |
| 189 |  | Osage Orange | Fair |
| 190 | 21 | Maple | Good |
| 191 | 9 | Cottonwood | Fair |
| 192 | 9 | Elm | Fair |
| 193 | 6 | Maple | Fair |






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

andscape industry certified


Exhibit "E-1 through E-7" - Engineering and Utility Letters

CITY OF POWELL, OHIO
FINAL DEVELOPMENT PLAN

## FOR

HARPER'S POINTE

DEVELOPER




cinle engineer


Gitr OF Powell




LOCATION MAP




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| TLLEPHONE |
| :---: |
| (644) $223-6790$ |

(514) $23-6779$

(64) $883-8821$

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EROSION AND SEDIMENT CONTROL NARRATIVE
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$8^{\prime \prime}$ MINMUM NO. 2 STONE
$\frac{\text { CONSTRUCTION ENTRANCE }}{\text { (NO SCAE) }}$

## GENERAL EROSION AND SEDIMENT CONTROL NOTES








TEMPORARY SEEDING

| Araa requiring temporay stabilization | Time tame to apply erosion controls | Araar requiring Permnent stabilization | Time tamet to apply rosion controls |
| :---: | :---: | :---: | :---: |
| Any disturbance areas within 50 feet of a surface water of the State and not at final grade |  |  | Wethin seen dops of the most remind |
|  |  |  | Wthin two dopo of recsing final grode |
|  |  | Any other rease ot finol grade |  |


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| :--- | :--- |


| DES | dates |  |  |  |
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|  |  | STEEP BANKS | Tall fescle 040 Le |  |
|  | MARCH 1-SEPT 30 |  |  |  |
| Oopu | oct 1-Nov 20 |  |  |  |
|  | Nov 2 -Mmarct 15 |  |  |  |
| much | ANV TME Of FIAR | straw |  |  |
|  | , me | Posse (moed | culose faxe) | 1 TowAC OP $46 \mathrm{BL/10}$ |




## CONTRACTOR RESPONSIBILITY







$\frac{\text { SEDIMENT FENCE DETALL }}{\text { (No scale) }}$

SEDIMENT FENCE NOTES













DANDY BAG




$$
\begin{aligned}
& \text { INLET PROTECTION DETALL }
\end{aligned}
$$

SECTION A-A
SILT FENCE INLET FILTER
Use for all inlets.


A NiSource Company
New Business Team 200 Civic Center Dr. Columbus, OH 43215

August 20, 2013

Jason Hockstok<br>Advanced Civil Design<br>422 Beecher Rd<br>Gahanna, OH 43230<br>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 614-6235186. 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. MeNAMARA 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 PERRYK. 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, $\pm 250$ feet north of E. Olentangy Street. Current address 2470 W. Powell Road
Acreage: $\pm 8.748$ 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
Roa.


DELAWARE COUNTY DIVISION OF ENVIRONMENTAL SERVICES<br>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,


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

August 19, 2013

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

RE: Harpers Point 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 <br> SERVICES, INC. <br> 742 Radio Drive • Lewis Center, OH 43035 • Phone (740) 549-0070 • Fax (866) 359-0465 

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:

\[

\]

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.

Mr. Todd M. Faris, ASLA, LEED AP BD +C - 10/4/2013
Page 3 of 3

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


Prepared under the direction of:


TABLE 1 - SITE TRIP GENERATION SUMMARY

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

Olentangy St (SR 750)
west of Beech Ridge Dr/Bartholomew Blvd
Weekly Volume, per Channel

| EB |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Interval Start | $\begin{array}{r} \text { Mon } \\ 9 / 30 / 2013 \end{array}$ | $\begin{array}{r} \text { Tue } \\ 10 / 1 / 2013 \end{array}$ | $\begin{array}{r} \text { Wed } \\ 10 / 2 / 2013 \end{array}$ | $\begin{array}{r} \text { Thu } \\ 10 / 3 / 2013 \end{array}$ | $\begin{array}{r} \text { Fri } \\ 10 / 4 / 2013 \\ \hline \end{array}$ | $\begin{array}{r} \text { Sat } \\ 10 / 5 / 2013 \\ \hline \end{array}$ | $\begin{array}{r} \text { Sun } \\ 10 / 6 / 2013 \\ \hline \end{array}$ | Mon - Fri Average | Weekly <br> 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 |  |  |  |  |  |  |  |  |  |
| $\begin{gathered} \text { 12:00 AM - } \\ \text { 12:00 PM } \end{gathered}$ | - | 8:00 AM | 8:00 AM | - | - | - | - | 8:00 AM | 8:00 AM |
| Volume | - | 542 | 462 | - | - | - | - | 502.0 | 502.0 |
| $\begin{gathered} \text { 12:00 PM } \\ \text { 12:00 AM } \end{gathered}$ | 5: 00 PM | 4:00 PM | - | - | - | - | - | 5: 00 PM | 5:00 PM |
| Volume | 588 | 550 | - | - | - | - | - | 566.0 | 566.0 |

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

Olentangy St (SR 750)
Site: 000000000000
east of Beech Ridge Dr/Bartholomew Blvd

Weekly Volume, per Channel

| WB |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Interval Start | $\begin{array}{r} \text { Mon } \\ 9 / 30 / 2013 \\ \hline \end{array}$ | $\begin{array}{r} \text { Tue } \\ 10 / 1 / 2013 \end{array}$ | $\begin{array}{r} \text { Wed } \\ 10 / 2 / 2013 \\ \hline \end{array}$ | $\begin{array}{r} \text { Thu } \\ 10 / 3 / 2013 \\ \hline \end{array}$ | $\begin{array}{r} \text { Fri } \\ 10 / 4 / 2013 \\ \hline \end{array}$ | $\begin{array}{r} \text { Sat } \\ 10 / 5 / 2013 \\ \hline \end{array}$ | $\begin{array}{r} \text { Sun } \\ 10 / 6 / 2013 \\ \hline \end{array}$ | Mon - Fri Average | Weekly Average |
| 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 |  |  |  |  |  |  |  |  |  |
| $\begin{gathered} 12: 00 \mathrm{AM}- \\ \text { 12:00 PM } \end{gathered}$ | - | 8:00 AM | 8:00 AM | - | - | - | - | 8:00 AM | 8:00 AM |
| Volume | - | 568 | 474 | - | - | - | - | 521.0 | 521.0 |
| $\begin{gathered} \text { 12:00 PM - } \\ \text { 12:00 AM } \end{gathered}$ | 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 <br> Lewis Center, OH 43035 <br> (740) 549-0070 <br> www.trafficcounts.com

Bartholomew Blvd south of Olentangy St (SR 750)

Weekly Volume, per Channel

| NB |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Interval Start | $\begin{array}{r} \text { Mon } \\ 9 / 30 / 2013 \end{array}$ | $\begin{array}{r} \text { Tue } \\ 10 / 1 / 2013 \\ \hline \end{array}$ | $\begin{array}{r} \text { Wed } \\ 10 / 2 / 2013 \end{array}$ | $\begin{array}{r} \text { Thu } \\ 10 / 3 / 2013 \end{array}$ | $\begin{array}{r} \text { Fri } \\ 10 / 4 / 2013 \\ \hline \end{array}$ | $\begin{array}{r} \text { Sat } \\ 10 / 5 / 2013 \\ \hline \end{array}$ | $\begin{array}{r} \text { Sun } \\ 10 / 6 / 2013 \\ \hline \end{array}$ | 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 |  |  |  |  |  |  |  |  |  |
| $\begin{gathered} 12: 00 \mathrm{AM}- \\ \text { 12:00 PM } \end{gathered}$ | - | 7:00 AM | 7:00 AM | - | - | - | - | 7:00 AM | 7:00 AM |
| Volume | - | 157 | 117 | - | - | - | - | 137.0 | 137.0 |
| $\begin{gathered} \text { 12:00 PM }- \\ \text { 12:00 AM } \end{gathered}$ | 4:00 PM | 5:00 PM | - | - | - | - | - | 4:00 PM | 4:00 PM |
| Volume | 164 | 160 | - | - | - | - | - | 148.5 | 148.5 |

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

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

| Weekly Volume |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Interval Start | $\begin{gathered} \text { Mon } \\ 9 / 30 / 2013 \end{gathered}$ |  | $\begin{gathered} \text { Tue } \\ 10 / 1 / 2013 \end{gathered}$ |  | $\begin{gathered} \text { Wed } \\ 10 / 2 / 2013 \end{gathered}$ |  | $\begin{gathered} \text { Thu } \\ 10 / 3 / 2013 \end{gathered}$ |  | $\begin{gathered} \text { Fri } \\ 10 / 4 / 2013 \end{gathered}$ |  | $\begin{gathered} \text { Sat } \\ 10 / 5 / 2013 \end{gathered}$ |  | $\begin{aligned} & \text { Sun } \\ & 10 / 6 / 2013 \end{aligned}$ |  | 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 | 71 |  | 127 |  | 26 |  | 0 |  | 0 |  | 0 |  |  |  | 1213 |  |
| Split (\%) | 38.7 | 61.3 | 48.6 | 51.4 | 77.9 | 22.1 | - |  | - | - | - | - | - | - | 49.0 | 51.0 |
| Peak Hours |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| $\begin{gathered} 12: 00 \mathrm{AM}- \\ \text { 12:00 PM } \end{gathered}$ | - | - | $\begin{array}{r} 7: 00 \\ \text { AM } \end{array}$ | $\begin{array}{r} 8: 00 \\ \text { AM } \end{array}$ | $\begin{array}{r} 7: 00 \\ \text { AM } \end{array}$ | $\begin{array}{r} 9: 00 \\ \text { AM } \end{array}$ | - |  | - |  | - |  |  |  | 7:00 AM | 8:00 AM |
| Volume | - | - | 84 | 42 | 64 | 22 | - | - | - | - | - |  | - |  | 74.0 | 29.0 |
| $\begin{gathered} \text { 12:00 PM - } \\ \text { 12:00 AM } \end{gathered}$ | $\begin{gathered} \text { 4:00 } \\ \text { PM } \end{gathered}$ | $\begin{array}{r} 5: 00 \\ \text { PM } \end{array}$ | $\begin{gathered} \text { 6:00 } \\ \text { PM } \end{gathered}$ | $\begin{array}{r} 5: 00 \\ \text { PM } \end{array}$ | - | - | - |  | - |  | - |  |  |  | 6:00 PM | 5:00 PM |
| Volume | 46 | 72 | 45 | 77 | - | - | - | - | - |  | - |  | - |  | 43.0 | 74.5 |

Location: Olentangy St. E/O Olentangy Ridge PI. Start Date: Weekday Avg. - Week of $9 / 25 / 2000$ Start Time:

| Start <br> Time | EB | Volume <br> WB | Total | Eirectionality |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| EB | WB |  |  |  |  |
| $1: 00$ | 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 | $51.8 \%$ | $48.2 \%$ |
| $8: 00$ | 572 | 532 | 1104 |  |  |
| $9: 00$ | 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 | $5.7 \%$ |  |
| $17: 00$ | 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.
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 |  | 065 |  | 929 |  | 382 |  |  |
| 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 |


| Location: | BEECH RIDGE | Recorder Set: $09 / 19 / 200012: 35$ |
| :--- | :--- | :--- |
| Location Code: 9193 | Recorder Start: $09 / 19 / 200013: 00$ |  |
| Jurisdiction: POWELL | Recorder End: $09 / 24 / 200015: 30$ |  |
| Sample Time: 15 | Machine Number: 8 |  |
| Operator: | 1 |  |
| Recorder Mode: Volume |  |  |


| Week of Sep | 17. |  | ne1: 1 |  | rectio | S |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Start | 17 | 18 | 19 | 20 | 21 | 22 | 23 | Wkday | Daily |
| Time | Sun | Mon | Tue | Wed | Thu | Fri | Sat | Avg | 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 |  |  |

FII PCOM

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

Speed Limit on E. Olentangy St. (Sr 750): $\mathbf{3 5}$ MPH (Community Population >10,000)


## 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

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 (2Way) | Minor Street Volume (1Way) | 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:
TRAFFIC ENGINEERING, AFFIC ENGINEERING,
SERVICES, INC.

## APPENDIX

FOUR HOUR SIGNAL WARRANT (REF. \#1)

| Time | Residential <br> Source: <br> Locust Curve Drive - Delaware, Ohio |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | \% of 24 <br> Hour Entering (Weekday) | \% of 24 <br> Hour <br> Exiting (Weekday) | Volume Entering (Weekdav) |  | Volume Exiting (Weekdav) |  |
|  |  |  | 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)
Appendix

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

Speed Limit on E. Olentangy St. (Sr 750): $\mathbf{3 5}$ MPH (Community Population >10,000)


WARRANT \#1 : NOT MET

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

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 (2Way) | Minor Street Volume (1Way) | 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:
TRAFFIC ENGINEERING, SERVICES, INC.
SICIC ENGINEERING

## APPENDIX

FOUR HOUR SIGNAL WARRANT (REF. \#2)



An Ohio EDGE Certified Firm
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 $6,244 \mathrm{SF}$. 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:

|  | Daily <br> Description/Land Use | AM Peak Hour <br> Primary Trips | PM Peak Hour <br> Primary Trips 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


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

|  |  |  | Data Set from: | Regresion Equation from: | Pass.By \% |  |  |  | Entering |  |  |  |  | Exiting |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ${ }_{\text {Tratic }}^{\text {Trabudy }}$ | Land Use | Time of Day | Trip Generation Manual, 9th Edition (Unless noted Otherwise) | Trip Generation Manual 9th Edition | From Trip Generation Handbook 3rd Edition unless noted otherwise | Toal Trips | \% | Toal Trips | Sub Total | $\begin{gathered} \text { Pass-By } \\ \text { Trips } \end{gathered}$ | $\underset{\substack{\text { Primary } \\ \text { Trips }}}{ }$ | \% | Total Trips | Sub Toal | Pass-By | $\begin{gathered} \text { Primary } \\ \text { Trips } \end{gathered}$ |
|  |  |  | Weekday | $\ln (\mathrm{T})=0.65 \ln (\mathrm{X})+5.83$ | NA | 1119 | 50\% | 560 | 560 | 0 | 560 | 50\% | 559 | 559 | 0 | 559 |
|  |  | AM Peak | Peak Hour of Adj. Street Traffic, One Hour beween $7 \& 9$ | $\ln (\mathrm{T})=0.61 \ln (\mathrm{X})+2.24$ | No Data | 29 | 62\% | 18 | 18 | 0 | 18 | 38\% | 11 | ${ }^{11}$ | 0 | ${ }^{11}$ |
|  |  | PM Peak | Peak Hour of Adj. Street Traffic, One Hour between $4 \& 6$ | $\ln (\mathrm{T})=0.67 \ln (\mathrm{X})+3.31$ | 34.0\% | ${ }_{93}$ | 48\% | 45 | 45 | 15 | 30 | 52\% | ${ }^{48}$ | ${ }^{48}$ | 16 | ${ }^{32}$ |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | 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 beeween $7 \& 9$ | Average Rate= 10.81 | No Data | ${ }^{28}$ | 55\% | 15 | 15 | 0 | 15 | 45\% | ${ }^{13}$ | ${ }^{13}$ | 0 | ${ }^{13}$ |
|  |  |  | 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 |
|  | Ind. Variable ( $X$ ) $=2.553$ 1000 SF Gross Floor Area |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| TOTALS |  | Daily |  |  |  | 1444 |  | ${ }^{723}$ | ${ }^{723}$ | 0 | ${ }^{723}$ |  | ${ }^{721}$ | ${ }^{721}$ | 0 | ${ }_{721}$ |
|  |  | AM PeakPM Peak |  |  |  | $57$ |  | 33 60 | $\begin{array}{r}33 \\ \hline 60\end{array}$ | 0 | 33 38 38 |  | 24 58 58 | 24 58 58 | ${ }^{0}$ | 24 37 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |

TABLE 1 - SITE TRIP GENERATION SUMMARY

| Traffic Sudysubarea | Land Use | Time of Day | Data Set from: <br> Trip Generation Manual, 9th Edition (Unless noted Otherwise) | $\begin{gathered} \text { Overide } \\ \text { with } \\ \text { Average } \end{gathered}$ | Regression Equation from: <br> Trip Generation Manual <br> 9th Edition | Total Trips | Entering |  | Exiting |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  | \% | Total Trips | \% | Total Trips |
| 3 | \#230) <br> Residential Condominium/Townhouse (ITE Code $\# 230$ ) | Daily | Weekday | $\square$ | $\ln (\mathrm{T})=0.87 \ln (\mathrm{X})+2.46$ | ${ }^{33}$ | 50\% | 167 | 50\% | 166 |
|  |  | AM Peak | Peak Hour of Adj. Street Traffic, One Hour between 7 \& 9 | $\square$ | $\ln (\mathrm{T})=0.80 \ln (\mathrm{X})+0.26$ | ${ }^{28}$ | 17\% | 5 | 83\% | ${ }^{23}$ |
|  | Ind. Variable ( X$)=\mathbf{4 7} \quad$ Dwelling Units | PM Peak | Peak Hour of Adj. Street Traffic, One Hour between 4 \& 6 | $\square$ | $\ln (\mathrm{T})=0.82 \ln (\mathrm{X})+0.32$ | ${ }^{32}$ | 67\% | ${ }^{21}$ | 33\% | 11 |
|  |  |  |  | $\square$ |  |  |  |  |  |  |
| TOTALS |  | Daily $\square$ |  |  |  |  |  |  |  |  |
|  |  | 333 |  | 167 |  | 166 |
|  |  | AM PeakPM Peak |  |  |  | 28 |  | 5 |  | ${ }^{23}$ |
|  |  | 32 |  | 21 |  | 11 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Harper's Point Trip Generation Comparison - 3/2016 |  |  |  |  |  |  |  |  |  |  |

Exhibit "F" - Architectural Plans, Elevations, and Site Features



MODELS










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




Exhibit "G-1, G-1.1, and G-2" - Light Plans and Light Fixtures


## 马コ马ココ $=$ <br> Lighting Systems <br> Of Columbus，Inc．




Lighting Systems $=$
Of Columbus, Inc.

Lighting Systems
Of Columbus, Inc.


Decorative Lamp Post
SMOOTH STRAIGHT 4 INCH DIAMETER POLE SHAFT

- Straight Non-Tapered, reinforced composite pole shaft
- Direct Embedded and Anchor Base models
- One piece XTREME ${ }^{\circledR}$ elastomeric urethane base cover


## Ordering Information

|  | 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 | $\begin{aligned} & \text { INSTALLATION } \\ & \text { METHOD } \end{aligned}$ | COLOR | $\begin{aligned} & \text { TENON } \\ & \text { O.D. } \end{aligned}$ | 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 foot/3 35M |
| 12 | 12 feet/3.66M |
| C | Installation method |
| Cat No | Descraintion |
| DE | Direct Embedded |
| AB | Anchor Base |
| D | Color |
| Cat No | Dosarintion |
| BLK | Black |
| MITB | Vlatle Black |
| DBZ | Dark Bronze |
| DGR | Dark Green |
| HTG | Hunter Green |
| SLV | Silver |
| WHT | White |
| GRY | Grey |
| CC | Custom color - Please |
| provid | e a min. 3" $\times$ 3" color chip. |
| RAL | Please provide a four digit |
| RAL color number. |  |


| E Tenon O.D. (outside diameter) |  |
| :---: | :---: |
| Cat No. | Descripion |
| 23 | $23 / 8$ " ( 60 mm ) |
| 27 | $27 / 8$ " (73mm) |
| 30 | 3" (76mm) |
| 35 | 3 1/2" (89 mm) |
| 40 | 4" (102 mm) |
| F | Tenon height |
| Cat No. | Descripion |
| -30 | 3.0" (76mm) |
| -35 | 3.5 " 89 mm ) |
| -40 | 4.0 " (102 mm) |
| -50 | 5.0 " 127 mm ) |

- For other tenon sizes contact the
factory.

| $\frac{G}{G} \quad$ Options |  |
| :--- | :--- |
| Cat No. | Description |
| R1 | Single receptacle and housing with | spring loaded cover. Molded in dark grey color. Standard location is $12^{\prime} / 305 \mathrm{~mm}$ below the top of the pole.

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

- Other accessories are shown on the Accessories specification sheet.
ABOVE GRADE
HEIGHT
12' MODEL
SHOWN


HEIGHT: 15"/380mm

Direct Embedded - DE


## Anchor Base Installation - AB

Bolts: $5 / 8^{\prime \prime} \times 21^{\prime \prime} \times 3$ " Galvanized with 8 washers and 4 nuts.


Wind Loading Data

| Cat No. Description | WT | WIND SPEED (MPH) With 3 SECOND GUST FACTOR |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | 90 | 100 | 110 | 120 | 130 | 140 | 150 |
| 66 feet/1.83M | 43 | 20.0 | 16.0 | 13.1 | 10.9 | 9.3 | 8.0 | 6.9 |
| 77 feet/2.13M | 67 | 17.2 | 13.8 | 11.2 | 9.3 | 7.9 | 6.8 | 5.8 |
| 88 feet/2.44M | 70 | 15.1 | 12.0 | 9.7 | 8.0 | 6.8 | 5.8 | 5.0 |
| 99 feet/2.74M | 73 | 13.3 | 10.5 | 8.5 | 6.9 | 5.8 | 5.0 | 4.3 |
| 1010 feet/3.05M | 75 | 11.8 | 9.3 | 7.4 | 6.0 | 5.1 | 4.3 | 3.7 |
| 1111 feet/3.35M | 78 | 10.5 | 8.2 | 6.5 | 5.3 | 4.4 | 3.7 | 3.2 |
| 1212 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.

## Specifications

POLE SHAFT
The composite lamp post shall be smooth straight. The post shall be 4 inches ( 102 mm ) in diameter with a nominal wall thickness of .28 inches ( 7 mm ). The hand hole shall be 2 inches $(51 \mathrm{~mm}) \times 4$ inches $(102 \mathrm{~mm})$ with a cover. The post shall be constructed of fiberglass reinforced isopthalic 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 $(51 \mathrm{~mm}) \times 4$ inch ( 102 mm ) hole for conduit entrance 24 inches ( 610 mm ) 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.

- 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

## 1. LUMINAIRE

$\square$ PROV Providence medium housing scale

## 2. REFLECTOR

HID (Flat tempered clear glass lens)

| $\underline{\text { Horizontal Reflector }}$ | Vertical Reflector |
| :--- | :--- |
| $\square \mathrm{H} 2$ (Type 2) | $\square \mathrm{V} 3$ (Type3) |
| $\square \mathrm{H} 3$ (Type3) | $\square \mathrm{V} 5$ (Type5) |
| $\square \mathrm{H} 4$ (Type4) |  |
| $\square \mathrm{H} 5$ (Type5) |  |

## Indirect

$\square$ INDA (Asymmetric)
$\square$ INDS (Symmetric)

## 3. LAMP/BALLAST

COMPACT FLUORESCENT (Use GX24q base, 26,32 or 42 watt lamp. -180 C minimum starting temp Direct only.)
$\square \mathrm{CF}$
METAL HALIDE (120/208/240/277 volt ballast)
Medium base, ED-17 lamp
$\square 50 \mathrm{MH} \quad \square 70 \mathrm{MH} \quad \square 100 \mathrm{MH}$
G12 base, T-6 ceramic lamp
$\square$ 70MHT6
ELECTRONIC METAL HALIDE (120 thru 277 volt) Medium base, ED-17 lamp
$\square 50 \mathrm{MHEB} \quad \square$ 70MHEB $\quad \square$ 150MHEB

G12 base, T-6 ceramic lamp
$\square$ 70MHT6EB150MHT6EB

PULSE START METAL HALIDE (120/208/240/277 volt ballast)
Medium base, ED-17 lamp
$\square$ 150PSMH
$\square$ 150PSMHT6
HIGH PRESSURE SODIUM (120/208/240/277 volt ballast)
Medium base, ED-17 lamp
$\square 70 \mathrm{HPS}$100HPS
$\square 150 \mathrm{HPS}$

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

## 4. COLOR

| 4. COLOR |  |
| :--- | :--- |
| $\square$ AWT (Arctic White) | $\square$ CRT (Corten) |
| $\square$ BLK (Black) | $\square$ MAL (Matte Aluminum) |
| $\square$ MTB (Matte Black) | $\square$ MDG (Medium Grey) |
| $\square$ DGN (Dark Green) | $\square$ ATG (Antique Green) |
| $\square$ DBZ (Dark Bronze) | $\square$ LGY (Light Grey) |
| $\square$ WRZ (Wheathered Bronse) | $\square$ RAL/PREMIUM |
| $\square$ BRM (Metallic Bronze) | $\square$ COLOR (Provide RAL) |
| $\square$ VBL (Verde Blue) | $\square$ |
|  | (Providem color chip for matching) |

## 5. OPTIONS

$\square$ SPK (Decorative spike) $\square$ PFN (Finial painted brass)
$\square$ BPS (Struts painted brass) $\square$ PCA-T (Rotatable photocell)
$\square$ HSS (House side shield, not available for Type 5. Factory installed)
$\square$ LDL (Lightly diffused lens. Frosted, flat tempered glass lens has a lightly diffused finish to minimize the lamp and reflector brightness.)
$\square$ 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.)
$\square$ 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

| $\square$ WMA55 $\square$ WMA56 $\square$ WMA57 | $\square$ WMA7 |  |
| :--- | :--- | :--- |
| $\square$ WMA9U $\square$ WMA22U $\square$ WMA11 | $\square$ WMA12 |  |
| $\square$ WMA16 $\square$ WMA17 $\square$ WMA18 | $\square$ WMA20 |  |
| $\square$ WMA22D $\square$ WMA24 $\square$ WMA37 | $\square$ WMA38 |  |
| $\square$ WMA39 |  |  |
| POLE MOUNT |  |  |
| $\square$ SLA1 $\square$ SLA1-2 | $\square$ SLA8U | $\square$ SLA22U |
| $\square$ TRA55 $\square$ TRA56 | $\square$ TRA57 |  |
| $\underline{\text { PIER MOUNT }} \square$ PM1 $\square$ PM2 | $\square$ 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 $90^{\circ}$ 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 $-30^{\circ} \mathrm{C}$ 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 $-18^{\circ} \mathrm{C}$ 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


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 $-30^{\circ} \mathrm{C}$ 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


IES files can be found at www.aal.net

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| :---: | :---: | :---: | :---: | :---: | :---: |


| Current Search Criteria: |  |  |
| :---: | :---: | :---: |
| Category | All Categories | v |
| Finish | All Finishes | v |
| Family | All Families | v |
| Style | All Styles | $\checkmark$ |
| Room | All RoomType | v |
| Lights | Number of Lights | $v$ |
| - New <br> - Delta <br> - Progr <br> - Energ | Products Bath Match ress LED gy Star Products |  |

- Bar Lighting
- Bathroom Lighting
- 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

Outdoar > Nottington > P5835-71


P5835-71

Category: Outdoor
Room Type: Outdoor Lighting
Finish: Gilded Iron
Style: Traditional/Formal
Family: Nottington
Description: Two-light wall lantern with water glass panels.

MSRP: \$277.97

Buy Online

Buy Local


+ Technical Details
Width/Diameter: $8^{\prime \prime}$
Height: 19-5/8"
Lamp Quantity two
Lamp Type: Candelabra Base
Lamp Wattage (Max): 60
Notes:

You Might Also Be Interested In :

$\begin{array}{llll}\text { Style } & \text { All Categories } \quad \boldsymbol{V} & \text { Finish } & \text { All Finishes } \\ \text { Family } & \text { All Families } & \mathbf{v}\end{array}$

## Exhibit "H" - Sample Declaration and Bylaws



The Granter Has Complied With

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


# 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 sea. |
| :--- | :--- |
| Plat Cabinet 4, Slides 43 and 43A |  |

This instrument was prepared by:
Calvin T. Johnson, Jr., Esq.
Brosius, Johnson \& Briggs, LLC
1600 Dublin Road, Suite 100
Columbus, Ohio 43215

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## DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS, ASSESSMENTS AND ASSESSMENT LIENS FOR <br> THE COURTYARDS AT VILLAGE CROSSING

This Declaration of Covenants, Easements, Restrictions, Assessments and Assessment Liens (this "Declaration") is made on or as of this 31 st day of March. 2016. by EPCON' STATE STREFT, 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:

Situated 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 delincated upon the plat recorded in Official Record Volume 1397 at page 2110, el 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:

Situated 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 seg. (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 valucs of and amenities in the Community for the benefit of the present and future Owners of the Lots and the lmprovements 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 thercof, 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 andor 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 respeet 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, casements, 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 intercst thercin, 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 ("Cliapter 1702").
(b) "Assessments" -- charges levied by the Association on Lots and their Owners, consisting of Operaing 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 Properly with respect to that property. The Association has been incorporated as an Ohto 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 cerlain 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 arcas, 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 propenty 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 benefiting a contiguous Lot and the owners thereof and permitting and providing for the construction. reconstruction, maintenance, repair, replacement and usc of an enclosed courtyard area and the improvements within that arca, including, but not limited to, patios, porches, fire pits, water features, and landscaping. The Courtyard Easement area is an arca 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 hercunder by a written instrument.
(k) "Declaration" -- this instrument, by which the Subject Property is hereby submitted to the provisions hereof.
(1) "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 I.ot 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 linited 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 Linit 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 on columns, exterior siding, exterior trim and fences enclosing courtyard areas, but not the courtyard area itself or improvements therein.
(4) "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 omamentations: exterior lighting; slope and drainage alterations; roads, driveways, uncovered parking areas and other such areas, fences. mailboxes, trellises. walls, retaining walls. cxterior stairs. decks, patios and porches and walkways: planted trees, hedges, shrubs and other forms of landscaping: and all other structures or inprovements of every type.
(r) -Individual Lot Assessment" -- att Assessment that the Board may Icvy 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 lmprovements on that I.ot: 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 attorncys fees and court costs, and all other charges reasonably determined to be chargeable solcly 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 thercon, 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 assignce to which it specifically assigns any of its rights and which assumes its obligations hercunder 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 fevy 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 intercst merely as security for performance of an obligation.
( ) "Person" -- a natural individual, trustee, comporation, 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 he paid out of monctary 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 deseribed in Paragraphs I 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 earlicr 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 propery 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. P'urposes.

The Association shall apply all funds reccived 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 Comunon Elements by Declarant, and after the Tumover 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 l.ot. or ownership of the vendee interest in a Lot if applicable, is held by more than one Person, the cointerest 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 mectings 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 onc 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 Tumover 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 coporations. 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. suc and be sucd, 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 reccived 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 tinancial 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 cntity, for the exercise of any one or more of the various powers and authority granted to and dutics 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 excrecse of those powers and authority by such person, corporation, firm, entity, agent or employee shall be decmed the exercise of those powers and authority by the Association. except that no independent contractor shall be deemed by vitue 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 excrcise of the powers and authority granted hereunder, except as the Board shall in its sole discretion deem necessary or desirable for the saleguarding 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, stom 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 goveming the use, operation andior 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 relie \(\Gamma\), 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 cnforcement 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 bchalf 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 oblained 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 morigagees named at least thirty ( 30 ) days in advance of the cffective 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 Mcmbers. 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 Menber becausc 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, bodity 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 thity ( 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 attomey-in-fact for such purpose. If such procecds 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 Tumover 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 benefiting that Owner or those Owners and located on an adjacent l.ot. 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 dwelings 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 annount 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 condemuation 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 hercby irrevocably appoints the Association as its attomey-in-fact for such purpose. The awards or procceds of any condemnation action shall be payable to the Association, to be held and used for the bencfit 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 attomey work product pertaining to proposed or pending litigation: (iii) information that pertains to contracts or transactions currently under negotation, 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 enforcoment 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 handing, 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 cciling 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, vamish, wall covering, tile and other finishing material applicd 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 pancling, 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 Cinit'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 (lnit) and components of the foregoing, if any;
(c) all plumbing, electric, heating, cooling and other utility or service lincs, pipes, wires, ducts, sump pumps, ejector pumps, conduits and apparatus, wherever located. which serve only that Dwelling Unit or the L.ot on which the Dwelling Unit and Home Structure are located;
(f) all control knobs, switches, themostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service only the Dwelling Linit 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 thercby:
(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;
(i) 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 arca 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
(1) 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 hereafier created by subdivision or other plat and specified thercon to be conveyed to an association of the Owners of all property in the Community, and includes specifically Reserves A and B, (b) casements 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 (c) 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 Lols. 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 shali, 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 bencfiting the Community, whether fee simple, or as casements, shall likewise be appropriately conveycd to or invested in the Association. Easement rights to the Association set forth herein shall be vested in the Association upon the recording hercof and casement 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 fec interests shall be by limited wartanty deed. In addition, the Declarant may also grant such casements 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 acguire, 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 Mcmbers exercising not less than seventy-five percent ( $75 \%$ ) of the voting power of Mernbers.

### 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, excavaling, 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 Commitlee.

## 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 Owners 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 Asscssments related to its ownership of Lots unless Declarant assigns to NSS and NSS assumes its riglits 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 construcion of new capital improvements on Common Elements not replacing capital improvements instalied by Declarant;
(c) 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 rescrve 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 salarics, 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 Struclure 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 cach 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 l.ots 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 Lol 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 thisty (30) days prior to the date the first installmem 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 thity ( 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, invitecs or tenants of that Owner's Lot to violate the same or any provision of the Goveming Documents, including the restrictions contained herein and in the Rules.

Except in the case of Individual Lot Asscssments for utility charges, interest, Jate charges, returned check charges, court costs, arbitration costs, andior 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 Asscssment is proposed to be charged, personally to an Occupant of a Dwelling Unit on that Owner's Lot, by certified mail, return recejpt 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 thinty (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 duc, 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 duc 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 applicd in the following priority: (i) to interest accrued on the delinquent Assessment(s), or instaliments 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 fecs thercon, and any and all costs of colliection. including reasonable attomeys" 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 duc and payable. The Board may authorize the Association to institute and prosecute to completion an action at law on bchalf 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 duc, 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 attorncys' 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 lion 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 relcase 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 thercof 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 Owncr'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 purposcs. 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 rescrves, surpluses or reductions in future assessments and hereby grants to the Board an irrevocable power of attomey 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 scrvices 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 shalt maintain, repair and replace all lmprovements 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 deternined in the sole judgment of the Board.

In the event of damage or destruction of any portion of the Common Flements 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 specilically provided herein (including specifically and without limitation, with respect to a Home Sructure as provided in Section 9.5 of this Avticle 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 arca 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 Linit located upon that Owner's Lot and the portions of the courtyard area benefitting that Owners Lot and located with the Courtyard Easement on the Lot immediately contiguous and adjacent to that Owner's Iot: provided that the Association shall mow and fertilize grassy arcas 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 Lnit 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 lmprovements thereon, is necessary to ensure public safcty, to permil 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 I.ot Assessment for all reasonable expenses incured, 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 invitecs, 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 arcas 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 Lols. for snow removal services provided to the same. and for the maintenance of all yard areas, mulch beds, trecs 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), cach Owner of a Lot shall bear the cost of maintaining, repairing and replacing the lmprovements 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 invitces 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 Structurc. 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 andior 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 thercof, 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. ARCHITECTLRAL 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 Tumover Date. Declarant (with the consent of NSS so long as VSS 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 Tumover Date, the Board shall have the right to appoint all three (3) members to the Design Review Committec, 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 agrecs by acceptance of a deed to a Lot, to comply with. and to cause that Owner's Lot and any Occupant thercof to comply with the standards adopted by the Design Review Committee. No Improvement. including a Hone 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 continucd until and unless the Owner first obtains the written approval thereof by the Design Revicw 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 Committec shall have jurisdiction over all construction, modifications, additions or alterations of lmprovements, including llome Structures, on or to a Lot. No person, without first oblaining 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, baskeball 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 Revicw Committee for its approval, written plans and specifications showing the nature, kind, shape. color, size, materials and location of proposed Improvements and alterations, logether with any other reasonable information the Design Review Commitlee may request to assist it in revicwing such application. The Design Review Committec (or a Managing Agent acting as the Design Review Committee by designation, if applicable) may charge a reasonable fee in conncction with the review of plans for a proposed Improvement. Nothing contained hercin shall be construed to limit the right of an Owner to remodel or decorate interior Inprovements 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 hercto shall constitute a waiver of any provision hercof 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 Revicw 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 conncetion 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 agrecs, 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 lmprovements 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 thercon 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, ljecnsces and invitees:

### 11.1. Lise 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, fratemity 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 Lol other than one single-family residence not to exceed two and one-half storics 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 elcvation 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, bam, 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 bencfit or promote the health, safety, wellare, 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 Elcments 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 guiet 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 excced 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 cach, 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 issuc 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. Animats.

Except as hereinafter provided, no animals, reptiles, livestock or pouitry 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 detined 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. Ouldoor 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 Linits and other Improvements constructed thereon, and Common Elcments may be used for construction and sales purposes,
including the constuction 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 Linits on the Lots by Declarant, NSS or builders approved by either.

### 11.10. Hotel/Transient L'ses.

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 scrvice, 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 Rulcs.

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-cight (48) hours in any thirty (30) day period, provided, however, that nothing contained hercin 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 velicles 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 tiucks, 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, automobilc 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 thercof, 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 cight (8) hours following the trash pickup.

### 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. Ctility 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 Fnjoyment Over Common Elements.

Every Owner shall have a right and casement (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 l.ot. 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, licensecs and invitees.

### 12.2. Courtyard Easements.

Each Lot ("Burdened I ot") 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 Lol"). The Owner or Owners of each Burdened Lot grants to the Owners and Oceupants of the Contiguous Lot adjacent to that Burdened Lot the right to construct, reconstruct. maintain. repair, replace and use an enclosed courtyard arca 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 Burdencd Lot, fences extending to and from the IIome 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 aflix 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 herelo 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 cxercised 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 employecs of the Association shall have a right of entry and access to all property subject hercto, 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 enforement 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 al any time to perform its obligations hereunder. The Association may enter a Lot to remove or correct any violation of any provision hercof, 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 cquipment necessary to furnish electrical, gas, sewer, water, telephone, cable telcvision, 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 interferc with any Owners' use and enjoyment of that Owner's Lot. The Board or Declarant may grant such casements 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 unduc, 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 casement is heroby 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 hercunder 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 lmprovements thereon, andior 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 casements 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 propertics benefited and burdened thercby, 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 casement. Failure to refer specitically 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 cncumbered, as the case may be, along with the Lot.

## 13. UTILITY SERVICES.

Each Lot Owner by acceptance of a deed to a Iot agrees to pay for utility services separately metcred 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 designce, 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. MISCELLANEOLS.

### 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 hercof 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 Datc, 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 sel forth hercin including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of any property in the Commurnity. 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 hercof 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 Lols: (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 affeet 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 voling 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 aforcsaid 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 L.ot 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. Deelarant'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 Declarann or the Association; or (d) post signs incidental to the development, construction, promotion, markeling, salc 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 montgage 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 writen request and at such mortgagce'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 thercof, 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 hereot 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 conllict 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 hercin.

### 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 elfect 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 WIIEREOF, the undersigned has executed this instrument this $31^{\text {st }}$ day of March 2016.

EPCON STATE STREET, LLC, an Ohio limited liability company


## STATE OF OHIO

 COUNTY OF FRANKLIN, SS:This instrument was executed and acknowledged before me by Jocl D. Rhoades, Vice-President of EPCON STATE STREET, LLC, ay 中hio limited liability company. on behalf of said liability company, this $3^{\text {st }}$ day of March 2016 ?

[Additional signature on following page]

 MOTRY RLIC-STKECFOAD
 Sse 141 med.
$/ 4 \mathrm{Ch}^{\text {IN }}$ TESTIMONY WHEREOF, the undersigned has executed this instrument this day of March 2016.

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## 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 $/ 40$ day of March 2016.



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## 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 al 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 intercst 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 (hereinatter the "Declaration"), except. in the case of a recorded land instalment sales contract, the vendec 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, decd 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 fec 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 hercin as the "Owner." The membership of each Owner shall terminate when the Owner ceases to own an undivided fee simple interest or interests or vendec interest in a Lot, and upon the sale, transfer or other disposition of each undivided fee simple interest or vendec 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, LI.C. ant Ohio limited liability company and the developer of The Courtyards at Village Crossing (hereinafter, the "Devcloper"). or its successor or its designee, (with the consent of NSS Development, LLC, an Ohio limited liability company ( ${ }^{\circ}$ 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 cach matter properly submitted to the Members for their vote, consent, waiver, release or other action. In addition to the indemnitication provided herein, Developer, including Directors appointed by and employed by the Developer, shall have no liability and shatl be indemnified and held hamnless by the Association for cevents occurring after the relinquishunent of voting control. Assessments shatl be paid by each Member when due without regard to the tight of a Member to vote.

Scction 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 mecting, 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 adopled by the entity that such authority does not exist or is vested in some other officer or person.

Section 2.05. At mectings 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 relinquistment 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 Dircctors"). No annual meetings shall be required or held prior to the Developer's relinquishment of control of the Association.

Section 3.02. Special mectings of the Members may be called by the President, by a majority of the Directors acting with or withour a meeting, or following the relinquishment of control of the Association by the Developer, by Members entitled to exercise not less than twenty-live 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 Mcmber's address as it appears on the records of the Association. The Association shall have no obligation 10 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 adjoumed are fixed and announced at the mecting. 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 $t 0$ vole at any meeting of Members. which record date shall not be earlicr than forty-five (45) days preceding the meeting. If no record date is lixed 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 mecting of Members may be waived in writing cither 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 mecting 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 entiled 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 adjoum 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 att 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 voling 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 vole 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 alt 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. Fxcept 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, trustec, 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 unfeltered 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 Mernbers in which Developer relinquishes control of the Association shall serve until the end of the next following amnual mecting of Members. Directors ciected thereafler 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 affinmative 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.

Scetion 4.02. Candidates for election as Directors may be selected by a Nominating Committec formed in accordance with Section 5.05 of Article V hercof. Candidates may also be nominated from the floor of any meeting held for the purpose of clecting a Director or Directors. The Nominating Committee may nominate as many candidates as it wishes. provided that if the Vominating Committec 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 lill 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 qualificd. or until he or she resigns.

Section 4.04. The Board of Directors shall hold such meetings from time to time as it dcems 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 writen notice of the time and place of all mectings of the Board of Directors, both regular meetings and special meetings, to be duly served upon or sent to cach 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 nced by 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 Dircctor 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 constitule a quorum. but less than a quorum may adjounn 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 Dircetors 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 I.ot 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 mecting of the Board of Directors may be authorized or taken without a mecting 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 scrvices of a manager or managing agent and such other persons, firms or corporations as it deerns 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;
(c) 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, Oceupants 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 Dircetors 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 Deciaration, 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:
(i) 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 Asscssments 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:
(1) 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 morgagees, 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 rescrved 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 mectings 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 mecting 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 necded;
(c) 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 cerlificate 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 reccive any compensation for their services rendered to the Association as a Dircetor: provided that an Officer may be reimbursed for actual expenses incured 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 lncorporation.

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 Mcmbers 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 moncy 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 committec 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 V1

## 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 reponters' 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 belicved to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, that individuat 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 notwithslanding:
(a) the Association shall not indemnify any officer or Director of the Association who was a party to any completed action or suit institured 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, employce. 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 tust 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 coust 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 entilled 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 elscwhere 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 indernnified by the Association against expenses (including. without limitation, attorncys' fces, filing fees, court reporters' fees and transcript cosis) actually and reasonably incuned 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 vole 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 attorncy, 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 procceding 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 6.0I. 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 reportcrs' 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 assented 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 indemenified by the Association as provided under Section 6.01; or
(b) if, in respect of any claim, issuc 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 indennification.

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 secking indemnification may be entitled under the Articles or this Code of Regulations or any agrecment, vote of Members or disinterested Directors, or otherwise, both as to action in that individual's official capacity and as $t 0$ action in another capacity while holding such office, and shall continuc 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 selfinsurance, on behalf of any Person who is or was a Director, oflicer, employec, agent or voluntecr of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employec, agent or volunteer of another corporation (domestic or foreign, nomprotit 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 Vl. 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 procceding refened to in Section 6.01, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding referred to Scction 6.01 , or in defense of any claim, issuc or
other matter thercin, if such action, suit or procceding 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 relerences to "scrving 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 employec 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 bencficiarics of an employee benelit 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 Atticle VI ; and
(c) The term "voluntecr" shall mean a Director, officer, committec 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 voluntect or otherwise paid; (ii) insurance premiums paid on behalf of the volunteer and amounts paid, advanced or reimbursed pursuant to this Article Vl. 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. suil 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) cach 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,


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

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. $5^{\text {th }}$ Street
Columbus, Ohio 43215
RE: Water Availability - Harper's Point
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: $\pm 48$ single-family gated dense gated community Location: West side of Beech Ridge Dr., $\pm 250$ feet north of E. Olentangy Street. Acreage: $\pm 8.75$ 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 unis | 48 |
| Denstr | +/-5.49 D.U./AC. |





# DELAWARE COUNTY REGIONAL SEWER DISTRICT 

michael A. Frommer, P.E., Executive Director Tiffany M. MadAg, P.E., Deputy Director

April 3, 2017
Fris Planning \& Design, LLC
Attn: Josh McKeever
243 N 5 ${ }^{\text {th }}$ 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 Units) (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 Thiol
Delaware County Regional Sewer District

## cc: Mike Frommer <br> Project File <br> Correspondence File

