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BERLIN TWP. ZONING OFFICE  
3271 CHESHIRE ROAD  
DELAWARE, OH 43015  
740.548.5217 – PHONE / 740.548.7458 – FAX

Date \_\_\_\_\_  
BZC# \_\_\_\_\_  
Fee: \$ \_\_\_\_\_ Rec# \_\_\_\_\_  
Hearing Date: \_\_\_\_\_

APPLICATION FOR FINAL DEVELOPMENT PLAN

Name of Owner: Maeve Meadows LLC

Mailing Address: 470 Olde Worthington Road, Westerville, OH 43082

Email Address: jthomasjr@drkmetro.com

Business Telephone: 614-540-2400 Home Telephone: \_\_\_\_\_

Address of Property: Cheshire Road, Delaware, OH 43015

Parcel (s): 418-310-01-068-000 Acreage: ±23.838 Present Zoning: R-3/PRD

Range: 18 Twp: 3, 4 Section: 11 Farm Lot No: N/A

Subdivision Name: Maeve Meadows

Proposed Plan: Final development plan for 35 single family lots including open spaces, multi-use paths, and amenities

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

*The undersigned certifies that this application and the attachments thereto contain all information required by the Zoning Resolution and that all information contained herein is true and accurate and is submitted to induce the amendment of the Zoning Map. Applicant agrees to be bound by the provisions of the Zoning Resolution of Berlin Township, Delaware County, Ohio.* Revised 02/12/15

Date: \_\_\_\_\_ Agent/Applicant Signature: \_\_\_\_\_

Agent/Applicant Address: 475 Metro Place, Dublin, OH 43017

Phone: 614-376-1662 Fax: \_\_\_\_\_

Email address: Jim.Hilz@PulteGroup.com

Date: \_\_\_\_\_ Zoning Inspector Signature: \_\_\_\_\_

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED

**REQUIREMENTS FOR THE COMPLETE APPLICATION FOR HEARING BY  
THE BERLIN TOWNSHIP ZONING COMMISSION (BZC) FINAL  
DEVELOPMENT**

Original completed application form, dated, and signed by the owner or lessee.

All fees **must** be paid in full when application is presented, and are non-refundable, **\$700.00**.

A **certified** real estate tax mailing address list of current property owners within 200 feet of subject property obtained from **Delaware County Auditors Office, with mailing addresses and two sets of mailing labels, including applicant and/or applicant's representative.**

**THESE ITEMS MUST BE PRESENTED WITH THE APPLICATION:**

A survey plat signed by a registered Ohio Surveyor showing:

1. Legal Description of the property,
2. Plat Plan of the parcel to scale, including:
  - a.) Area of property including, streets, roadways and parking, and
  - b.) Placement of all existing & proposed buildings,
3. The lot number and/or street address
4. Topographical map

***In addition, the survey plat and/or application must include the following as specified in the Berlin Township Zoning Resolution:***

5. All setback and frontage dimensions, Article 24.
6. Architectural design criteria for all structures and criteria for proposed signs, with proposed control procedures, Article 25.
7. Landscape Plan, in accordance with the Berlin Township Zoning Resolution, Article 26.

***Note:*** Need text describing design features/standards.

***Other requirements to be submitted are as follows:***

8. Location of schools, parks and other public facility sites, within one (1) mile,
9. Ability to post bond or an irrevocable letter of credit if the plan is approved assuring completion of public service facilities to be constructed within the project by the developer.
10. The proposed time schedule for development of the site including streets, buildings, utilities and other facilities,
11. If the proposed timetable for development includes developing the land in phases, all phases developed after the first, which in no event shall be less than five (5) acres or the whole tract (whichever is smaller), shall be fully described in



textual form in a manner calculated to give Township official's definitive guidelines for approval of future phases.

**Include the following original letters if applicable:**

Letter approving agent for owner if applicable

Letter from the Del-Co. Water Company attesting to water availability.

Letter from Gas Company attesting to gas availability (if applicable).

Letter from the Delaware County Sanitary Engineer attesting to sewer capability

**or** Letter from the Delaware County Health Department attesting to septic feasibility.

Letter from Ohio Department of Transportation (O.D.O.T) or a registered engineer, addressing traffic issues.

Letter from Berlin Township Fire Chief addressing protective service issues they may have.

Letter from the Environmental Protection Agency (E.P.A).

Letter from the Delaware County Engineer. (should include county ditch/drainage plan).

All information concerning Model Homes, Signs, Landscaping, Lighting, and Parking, if applicable.

A drainage plan prepared by a registered engineer.

**ALL TOWNSHIP DEVELOPMENT STANDARDS MUST BE ADDRESSED.**

***Refer to Article 24 of the Berlin Township Zoning Resolution.***

**PROVIDE AN ELECTRONIC COPY (CD) OF ALL DOCUMENTATION TO BE SUBMITTED.**

**TWELVE (12) COPIES OF ALL NECESSARY AND RELEVANT INFORMATION MUST BE SUBMITTED WITH THE APPLICATION.**

**TWELVE (12) COPIES OF ALL AMENDMENTS OR REVISIONS MUST BE SUBMITTED AND AT LEAST 7 DAYS BEFORE ANY TABLING HEARING.**

**APPLICATIONS WILL ONLY BE PROCESSED WHEN THEY ARE 100% COMPLETE.**

**A MINIMUM OF THREE SIGNS SHALL BE PROVIDED BY APPLICANT.**

Submit any questions to:

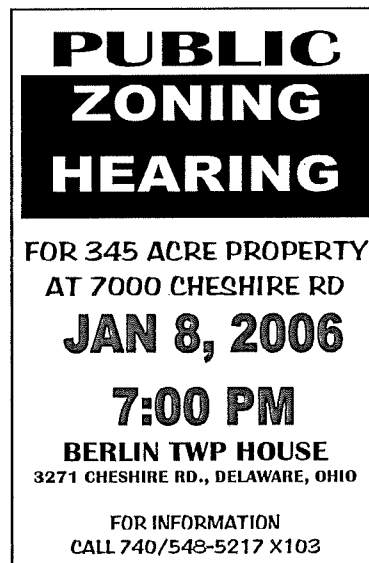
David Loveless  
Berlin Township  
Zoning Inspector  
Phone: 740.548.5217 ext. 103  
Fax: 740.548.7458  
[zoninginspector@berlintwp.us](mailto:zoninginspector@berlintwp.us)

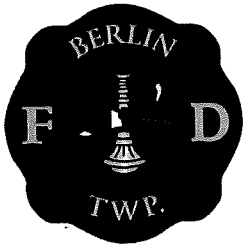
**Addendum to BZC Checklist – Signs:**

For proposed amendments to the Zoning District Map and/or the Comprehensive Land Use Map the applicant shall provide (3) three signs conforming to the following:

- (a) One sign shall be posted for each 500' of road frontage or at the discretion of the Zoning Inspector on the parcel in the area proposed in the amendment in a location visible from an adjacent street. One sign shall be posted on the corner of the township property located on the northwest corner of Lackey Old State and Cheshire Roads, and one sign shall be posted in front of the township hall.
- (b) The signs shall be two (2) feet by three (3) feet with letters not less than two (2) inches in height notifying the public of the location of the upcoming hearing and the affected parcel as well as a contact number for additional information.
- (c) The signs shall be posted continuously for at least fourteen (14) days prior to the date of the required public hearing and be removed within seven (7) days after board action.
- (d) The signs shall be posted by the applicant with the direction of the zoning inspector or be given to the zoning inspector for posting.

**Example:**





***Berlin Township  
Fire Department***

*2708 Lackey Old State Road  
Delaware, Ohio 43015  
(740) 548-6031*

***Fire Chief Adam Miller  
Lt. Steve Arnold, Fire Prevention***

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- 1) Entry into a subdivision/project development shall have 1 lane in and 2 lanes out. When required by Berlin Township FD there shall be at least 2 entry points into the subdivision/project development.
- 2) No Parking signage shall be on the Fire Hydrant side of the street. This signage shall meet the Delaware County Sheriff's office enforcement requirements.
- 3) There shall be a Fire Hydrant installed within the first 50' going into the project development.
- 4) After the first Fire Hydrant going into the project fire hydrants shall be installed every 300'-throughout the project development.
- 5) Any street stubs or ending point shall have a fire hydrant installed at the end point. If determined by Berlin Township FD a flash hydrant is acceptable to be installed in the project development however once the street extension takes place a fire hydrant shall be installed in place of the flush hydrant at the developer's cost.
- 6) The minimum water main size within any project development shall be at least 8" that shall flow a minimum 1000 GPM. Actual water main size for the project development shall be determined at plan review by Berlin Township Fire Department.
- 7) Cul-de-sac shall meet the turning radius per the Orange Twp. FD attachment of 48'
- 8) Berlin Twp. FD shall have access to all green space. The width of the hard surface shall be a minimum 6'. Berlin Township FD will determine hard service requirements.
- 9) Model homes shall have an EXIT sign non-illuminated in the Office area and a 5# ABC Fire Extinguisher.
- 10) To scale drawings shall be provided for all new and revised projects. The scale can be 1"=100' or 1/2"=100' for large projects.

This is not an all-inclusive list

Rev. 03/22

# MAEVE MEADOWS

Residential District High Density (R-3)  
Piatt Road  
Berlin Township, Ohio  
July 5, 2022



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Exhibits 'G-1 & G-2' – Owner Approval Letter and Bank Letter

Exhibit 'H-1' – Sample Declaration of Covenants/Deed Restrictions

## MAEVE MEADOWS MASTER DEVELOPMENT SUMMARY

<b>ZONING CLASSIFICATION</b>	<b>Proposed Acreage for Development</b>	<b>Additional Comments</b>
R-3 with Planned Residential Overlay	±23.838 Acres	Includes single family and open space
<b>Total Acres</b>	<b>±23.838</b>	

## PLANNED RESIDENTIAL DEVELOPMENT SUMMARY

<b>Planned Residential Development Data</b>	<b>Proposed for Development</b>	<b>Required by Zoning Code</b>
<b>Development Summary</b>		
Single Family and R.O.W.	±13.028 Acres	
Open Space	±10.81 Acres (± 45.3%)	20%
<b>Total Acres</b>	<b>±23.838 Acres</b>	
Number of Units	35	
Density	±1.73 du/ac net developable	1.85 du/ac net developable
Max. Building Height-All PRD Areas	35'	35'
Min. Front Yard Setback-SF	60' from centerline internal street, 80' centerline of Piatt Road	As approved in development plan from centerline internal street, 80' centerline of Piatt Road
Min. Side Yard Setback-SF	12.5'	12.5'
Min. Rear Yard Setback-SF	25'	25'
Min. Lot Frontage at ROW-SF	51'	80'
Min. Lot Size-SF	10,125 s.f.	10,890 s.f.
Min. Parking-SF	4	4

# Planned Residential District

## Maeve Meadows

Current Zoning: R-3 with PRD overlay

July 5, 2022

**A. Preliminary Development Plan** - See Final Development Plan-Tab 3, Exhibit C-1

**1. Proposed size and location of the PRD District, at a scale of at least 1"=200', showing topographic contours of at least 5' intervals, wooded areas, wetlands, adjacent (within 200') structures, 100 year floodplains.**

The proposed size of the R-3/PRD is approximately ±23.838 acres. The site is located on the south side of Cheshire Road, east of the Piatt Road extension. It is located in Subarea 4b - Suburban Transition, of the Berlin Township Comprehensive Plan. Refer to Tab 3, Exhibit C-1, Final Development Plan.

**2. Suggested architectural designs for all structures and signs.**

Exterior Appearance and Materials

Finish building materials shall be applied to all sides of the exteriors of buildings. Colors and building materials shall be harmonious and compatible with colors of the natural surrounding and adjacent buildings and improvements.

All front facades shall consist of all natural material. Natural material shall be defined as brick, natural or manufactured stone, stucco; natural or engineered wood siding, or cementitious siding, with painted or stained finish. The maximum amount of stucco allowed on any front facade shall be 30%. Side and rear facades may be high grade vinyl.

Refer to Tab 6, Exhibit F-1 for final architectural elevations

Exterior Colors

Exterior colors of excessively high chroma or intensity are not permitted. No more than two colors in addition to the colors of natural brick, stone or manufactured stone may be used on the

building as a whole. Garage doors shall not be painted in contrasting colors to adjacent wall surfaces; they shall be painted to be similar in color to adjacent wall surfaces and trim.

### Roofs

All main roofs shall have a minimum pitch of 6:12. Secondary roofs, such, as at porches, may be a lesser slope and a minimum of 4:12. Roofs shall be finished in standard 3-tab shingle, 25-year warranty. Dimensional shingles may also be used. Roof color shall be consistent from building to building and shall be in the black, brown or gray tones or blends of these colors. Stark white and bright colors shall be prohibited.

### Chimneys and Fireplaces

Cantilevered chimneys are permitted but must extend above roofline, cantilevered shed style are not permitted. Direct vent fireplaces are permitted provided they are contained inside the building main walls or cantilevered chimney. Chimneys may be finished in the same material as adjacent wall. Direct vent fireplaces and 90% efficient furnaces may exhaust directly through adjacent wall. Manufactured wood burning fireplaces and furnace exhausts may protrude through roof without enclosure provided pipe size is limited to 8" maximum and is painted a dark color to blend with roof color.

### Garages

No dwelling may be constructed on any lot unless an attached enclosed garage for at least two automobiles is also constructed on the same lot. Garage door shall be paneled and of one color and one material. Garage doors shall not exceed 4' in front of the main front façade of the dwelling. Additionally, a total of 8 side-loaded garages, two of which are lots 23 and 20, six of which are the first three lots (north and south each) contiguous to Piatt Road houses will have minimum of 95' of frontage and shall have side loaded garages that face to the east.

### Signage



Temporary and Permanent signage are proposed for this development. Temporary signage shall be located adjacent main entry from Piatt Road. This sign shall be double sided and is shown on Tab 4, Exhibit D-1. A permanent identification sign is located at the main entry from Piatt. The sign shall be yard arm type sign and have down lighting to illuminate signage. Refer to Tab 4, Exhibit D-2.

**3. The intended general provisions for water, fire hydrants, sanitary sewer and surface drainage, to the extent known. Information regarding existing pipe sizes, capacities, committed flows, and potential needed upgrades must be documented.**

Water shall be provided by DelCo Water. Sanitary sewer has been extended to this site from the north. Refer to the Final Utility Plan by Kimley-Horn, Tab 5, Exhibit E-1, and utility letters, Tab 5, Exhibits E-2 through E-10.

**4. The relationship of the proposed development to existing and probable uses and surrounding areas, including easements, rights of way, proposed drainage and public utilities.**

The existing development is bordered by existing single-family homes along the north, east and south boundary. To the east is the Howard Farms Development, which this development ties into. See Tab 3, Exhibit C-2 for the Existing Features Plan.

**5. A design of the open space and the proposed description of its use and maintenance.**

The open space has been designed to preserve existing trees and buffer existing homes around the periphery of the site, and to provide internal pockets of open space for resident's use. Large open spaces along Piatt Road have been accentuated to allow for an attractive entry to the subdivision and provide a large open space for resident's use. All open spaces shall be maintained by the HOA.

Common Open Space A contains the main entry feature and signage, a large retention pond with overlook, as well as landscape buffers along Piatt Road comprised of mounding and landscape, horse fencing, wire farm fencing, playground, shelter, mailboxes (exclusively located on Stogen Court), and

seating areas. The shelter will be 20'x20' and in similar architectural detail to what is shown on Exhibit D-1, incorporating a concrete pad and down lighting. This open space is oriented towards Piatt Road providing open space that is shared with the overall community. A 10' multi use trail is provided along Piatt Road per the comprehensive plan, and crossbuck fencing will be located at the west of the multi-use path along Piatt from north property line to the south, except at the McKenna Drive entrance. Also, an 8' sidewalk will be located around the proposed open space system on site, as well as extending north through the open space to connect to Cheshire Road. The 8' sidewalk connecting to Cheshire will be buffered on both sides with mounding, landscape, and wire farm fencing to be additionally along the east border of Cheryl Butler, Delaware County Parcel Number: 41831001073000 as of 1/24/2022 and west boarder of Cynthia Colvin, Delaware County Parcel Number: 41831001074000 as of 1/24/2022

Natural Open Space 'A' and 'B' likewise contain existing trees and shall be preserved.

Common Open Space B contains mounding, a wire farm fence, and evergreens, excluding white pines, which are 20' on center, a minimum of 6' in height and located on the mounding behind lots 1-14 to buffer the existing home to the south, as well as the southern portion of the entry feature and the temporary marketing sign.

Ponds with headwalls and end walls that are exposed to view shall be treated with real or synthetic stone to resemble stone walls. All stone shall extend to or below the grade of earth so that any exposure due to low water conditions only has exposed stone, not concrete.

Ponds will have aerator fountains to maintain water quality. Fountains shall have a spray pattern of 10' height minimum.

## **6. Specific statements of divergence from the development standards in this article**

Section 9.06 A.) Lot Area.

A divergence was granted at the Preliminary Development Plan approval to allow the lot area to be reduced to a minimum of 10,125 square feet instead of 10,890 square feet. This reduction in lot area allows for the preservation of open space, allowing for large areas of interconnected open space with amenities that residents desire in neighborhoods including walking paths, open green spaces, natural areas, playground, and pond overlook.

Section 9.06 B.) Lot Frontage.

A divergence was granted at the Preliminary Development Plan approval to allow the lot frontage to be reduced to 51' at the right-of-way instead of 80'. With the minimum frontage at the building setback line to be 75'. This reduction in lot frontage allows for the preservation of open space, allowing for large areas of interconnected open space with amenities that residents desire in neighborhoods with amenities that include walking paths, open green spaces, natural areas, playground, and shelter.

**7. Proposed locations of all structures.**

See Final Development Plan - Tab 3, Exhibit C-1, for locations of all structures. All structures shall be located on a fee simple lot, excluding the proposed pathways, entry feature, pavilion, and signage.

**8. Preliminary Traffic Impact Analysis, based on new trip generation.**

Refer to Tab 5, Exhibit E-10 for Traffic Impact Study.

**9. The responsibility and maintenance of any proposed onsite sewage disposal systems, and letter from the appropriate county or state agency declaring the site feasible for such design.**

The site will be served with Delaware County Sanitary Sewer Service

**10. All required design features from Section 11.08**

- a. Open space shall be distributed throughout the development as part of a unified open space system, which shall serve to unify the development visually and functionally, and buffer surrounding land uses.**

Refer to Final Development Plan - Tab 3, Exhibit C-1 and Tab 4, Exhibit D-3 for Open Space distribution.

**b. No building shall be constructed within 50 feet of the perimeter property line of the overall PRD tract.**

All buildings constructed will maintain a 50-foot setback from the property line of the overall PRD tract.

**c. The zoning commission may require walkways to connect all dwelling areas with open space and to interconnect the open spaces.**

Internal sidewalks are to be located on both sides of internal streets. The intersection of McKenna Drive and Stogen Court shall be a three way stop, with crosswalk markings, and ADA compliant ramps to connect internal sidewalks. Additionally, a 10' multi-use path along Piatt Road will be constructed along the property frontage per the comprehensive plan. Sidewalks will be installed in Common Open Spaces "A" to connect the open spaces within the development.

**d. Moderate to thick coverage by trees and natural undergrowth is desirable to most intended functions of the open space. Where such foliage exists naturally, it should be retained where practicable. Where adequate foliage does not exist, the Zoning Commission may require establishment of such tree cover or other foliage as may be necessary to achieve the purpose of the open space and the buffer of adjacent land uses.**

The open space design accommodates/preserves buffers adjacent existing single-family homes adjacent the development.

Existing tree rows along project boundaries and along the ditch shall be preserved to greatest extent possible. Utility crossings, roadway crossings, and grading associated with those activities may impact some locations but will be minimized to protect these features.

**e. Scenic areas and views shall be preserved to the maximum extent practicable, including views from the adjacent road.**

The site is relatively void of natural features other than the existing tree rows at property lines and drainage ditch. Views will be enhanced with addition of ponds and landscape.

**f. Open spaces may be used for the natural disposal of storm water drainage, No features should be designed which are likely to cause erosion or flooding of the proposed or existing houses.**

Open spaces will be used to handle storm water storage, retention, and discharge in accordance with the Delaware County Engineer's office. No erosion or flooding shall be caused to any proposed or existing structures.

**g. Minimum overall tract size for the PRD is 20 acres, unless adjacent to a neighborhood of comparable density or design, in which case the zoning Commission may permit the tract size to be reduced to 10 acres.**

The tract size is  $\pm 23.838$  acres

**h. Improvements within the PRD shall conform to the subdivision standards for Delaware County, Ohio**

All improvements within the subdivision shall conform to the subdivision standards of Delaware County, Ohio

**i. Wetlands, steep slopes (over 20%), forests, 100 year floodplains, ravines, and noted wildlife habitat are to be preserved to the greatest extent possible.**

Existing trees will be preserved to best extent possible along property lines, at main entry and along ditch line as allowed by County Engineer.

**j. The permitted density shall not be exceeded.**

The permitted density of 1.85 dwelling units per net developable acre shall not be exceeded.

**k. The required open space shall be provided. The percent of open space required varies according to the zoning district overlaid.**

**FR-1-40% (of gross tract acreage) open space  
R-2, R-3, R-4-20% (of gross tract area) open  
space**

**In calculating open space, the areas of fee simple lots conveyed to homeowners shall not be included. Unbuildable areas, as provided in 11.03 (b), may count for up to 50% of the required open space. That portion of land dedicated to public purposes (see section 11.03,c.) that remains either open and unbuilt upon by any structure (including parking) or which houses a recreational facility approved by the zoning Commission on the Development Plan may count toward the open space requirement.**

Provided open space is  $\pm 10.81$  acres, or  $\pm 45.3\%$ . Any increase in required detention area from the preliminary development plan that reduces useable greenspace shall be brought back to the Township Trustees for review and approval.

**l. No residential dwelling structures shall be constructed within the 100 year floodplain or any stream or river.**

No residential dwelling unit shall be constructed within a 100 year floodplain, stream or river, and none exist on site.

**m. In FR-1 zones, water supply and sanitary sewage disposal shall be as approved by the Delaware County Board of Health and/or the Ohio EPA. Feasibility shall be indicated by the appropriate agency at the time of the preliminary plan. In the R-2, R-3, and/or R-4 zone, centralized water supply and sanitary sewage disposal systems shall be provided. Subject to Delaware County Sanitary Engineer, Board of Health, and Ohio Environmental Protection Agency Approval. Feasibility of water supply and wastewater disposal systems shall be indicated by the appropriate agencies at the time of the preliminary plan.**

Refer to letters from DelCo Water and DelCo Sanitary engineer for feasibility of water and sewer to this site, Tab 5, Exhibits E-2 and E-3.

**n. The project architect shall give due regard to the footprints, building orientation, massing, roof shape, pitch and exterior materials to blend with other traditional or historic architecture in the community or within the site. All residential roofs must be a minimum of 5/12 pitch, or as approved by plan. Permanently sited manufactured housing must have a minimum pitch of 3:12.**

Refer to item A.2 above for architectural criteria. Refer to Final Development Plan, Tab 3, Exhibit C-1 for building areas. There shall not be any manufactured housing on site.

**o. Residential lots shall be fenced for safety if they abut agriculture.**

No homes directly abut agricultural activities. Wire farm fencing shall be installed along the southern boundary, as well as along the rear of the existing lot by the proposed detention basin, as shown on the landscape plans.

**p. Sidewalks or paths shall be provided. Sidewalks shall be separated from the paved street surface by at least five feet (5') of landscaped or grassed green strip. Deciduous broadleaf street trees (i.e., maple, oak, sycamore, chestnut, sweet gum) shall be planted (or saved) at the rate of one per 60 feet of frontage on both sides of the street. Trees must be at least 2.5 inch caliper at planting. Trees may not be placed in the 5' green strip between the street and sidewalk. Trees shall be placed in the front lawn of the residences.**

Sidewalks shall be located on both sides of the street along all the interior streets per Delaware County Standards. Sidewalk connections shall be provided to allow residences to access to open spaces. Street trees will be provided at a minimum of 60' o.c., at 2.5 inch caliper.

**q. Setbacks – front, side and rear; as defined in the underlying zoning district**

12.5' side yard setback 30' front yard setback (60' from roadway centerline minimum), 25' rear yard setback  
Additional setbacks shall be 80' from Piatt Road centerline and 50' from project perimeter for lots backing to project perimeter.

**r. Minimum Lot Size – as defined by the underlying zoning**

The minimum lot size of .25 acres (10,890 sf) shall not be met and a divergence is requested with 10,125 sf minimum. This divergence applies to 21 of the lots.

**s. Minimum Lot Width- as defined by the underlying zoning**

The minimum lot width of 80' at the right-of-way shall not be met, and a divergence has been requested to allow 51' at ROW.

**t. Detached garages with one-hour fire rated construction may be constructed within ten (10) feet of the lot line provided the garage is located to the rear of the house, and that the garage does not abut an adjacent residence**

The subdivision will comply with this regulation

**u. Street layouts should relate to natural topography, and be designed to provide open space views to as many homes as possible**

The plan has been designed to accommodate this design feature

**v. Attached garages shall be set back at least 12' from the front building line of the house, if on street parking is not provided.**

On street visitor parking shall be accommodated per the Delaware County Subdivision Standards. All single family homes shall have parking for 2 cars in the garage, with a minimum of 2 car parking in front of each garage, for a total of 4 minimum onsite parking spaces as required by code.



**w. Porches-covered porch or portico across some portion of the front of the house is a recommended structural design element.**

Either covered front entries, porches, or porticos shall be encouraged of homebuilders within the subdivision

**x. Street lighting, if provided, must be of white light, with light standards of traditional or Victorian design, (no modern gooseneck lamps or yellow lighting) Maximum height of standards is 16 feet.**

There will be no street lighting

**y). Building Height Limits. – No buildings in this district shall exceed thirty five (35) feet in height as measured from the elevation of the threshold plate at the front door to the highest point on the roof. Chimneys, barns, silos, grain handling conveyors, church spires, dorms, flagpoles, and elevator shafts are exempted from this height regulation and may be erected to any safe height, not to exceed one-hundred (100) feet in height. No windmills, antennas, or towers shall be constructed to a height greater than the distance from the center of the base thereof to the nearest property line of said tract and not to exceed one hundred (100) feet in height.**

No building shall exceed 35' as measured from the threshold Plate at the front door to the highest point on the roof.

**z). Building Dimensions – (Floor space requirements) – Each detached single family dwelling hereafter erected in this district shall have a living area not less than one thousand (1000) square feet or eight hundred (800) square feet of ground floor area, if the residence is multi-story. All such living areas shall be exclusive of basements, porches, or garages.**

**All attached single family structures constructed within this district shall contain the following minimum living area**

**One (1) bedroom unit- 800 square feet**

**Two (2) bedroom unit- 900 square feet  
Three or more bedroom units 1000 square feet**

Minimum livable building square footage for all residential structures shall be, 1,500 square feet for all residential structures.

**aa). Landscaping – All yards, front, side and rear, shall be landscaped, and all organized open spaces shall meet the requirements of Article XXIII, unless a variation from these standards is specifically approved as part of the final development plan. A landscape plan showing caliper, height, numbers, name and placements of all material, prepared by a landscape architect shall be approved as part of the final development plan.**

Refer to Tab 4, Exhibits D-1 and D-2 for final development plan landscape exhibits.

**bb). Parking – Off street parking shall be provided, at the time of construction of the main structure or building, with adequate provisions for ingress and egress according to the development plan. In preparing the parking plan, the provisions of Article 24 of this resolution, when appropriate, shall be incorporated.**

Parking shall be provided at the time of construction of the main structure or building.

**cc). Signs – Except as provided under the provisions of the article for home occupations or as controlled by Article 25 (Signs) of this Resolution and except as permitted by the Board of Zoning Appeals incidental to Conditional Uses, no signs shall be permitted in this district except a “For Sale” or “For Rent or Lease” sign advertising the tract on which the said sign is located. Such sign shall not exceed six (6) square feet in area on each side.**

All signage shall comply with Article 25.

**ff). The Owner or developer of a subdivision or similar area, upon the conditions and for the time period established by**

**the Zoning Commission, may erect one (1) sign not exceeding thirty two (32) square feet in area per side advertising said subdivision, development, or tract for sale.**

The developer requests that 1 sign be allowed for this project. The sign shall be erected at the corner of the entry road from Piatt, and conform to the temporary signage exhibits in Tab 4, Exhibit D-1. The sign may remain in place until 90% of the homes in the subdivision have been sold.

**ee). Exterior Lighting- All exterior lighting shall meet the lighting requirements of Article 24 of this zoning resolution, unless a variation from these standards is specifically approved as part of the final development plan.**

All exterior lighting shall comply with Article 24

**ff). Other required provisions as stated in this ordinance. The Berlin Township Zoning Commission and/or Board of Trustees may impose special additional conditions relating to the development with the regard to type and extent of public improvements to be installed, landscaping, development, improvement and maintenance of common open space, and any other pertinent development characteristics.**

**11. Emergency service provisions (letter from fire and police departments)**

See Tab 5, Exhibit E-8 for fire department letter

**12. Phasing plans.**

There will be only 1 phase.

**B. Other Submittal requirements**

**Certified real estate tax mailing address lists for property owners within 200 feet with three sets of labels, including applicant and/or applicant's representative.**

The certified real estate tax mailing lists are attached hereto as Tab 1, Exhibit A-1

**1. Legal Description**

The legal description is attached as Tab 2, Exhibits B-1 and B-2.

**2. Plat Plan of the parcel to scale, including**  
**a. area of property including streets, roadways, and parking**  
**b. Placement of all existing and proposed structures**

See Final Development Plan Tab 3, Exhibit C-1

**3. The lot number and/or street address**

Parcel Number Identification - 41831001068000

**4. Topographical map**

The topography is shown on Tab 3, Exhibit C-2, Existing Features Plan.

**5. All setback and frontage dimensions, Article 24,**

See Final Development Plan Tab 3, Exhibit C-1

**6. Architectural design criteria for all structures and criteria for proposed signs, with proposed control procedures, Article 25,**

See section A.2 of the zoning text for architectural design.

**7. Landscape plan in accordance with the Berlin Township Zoning Resolution, Article 26,**

Landscape plans and site details are attached as Tab 4, Exhibits D-1 and D-2, with buffer and open space descriptions in section A.5 of the zoning text.

Tree requirements for building coverage on individual lots shall be determined and plans submitted at time of permitting each individual structure as they will not be known until that time.

**8. Location of schools, parks and other public facility sites, within one (1) mile,**

The site is within proximity to Cheshire Elementary School, the Berlin Township Hall, and Cheshire Cemetery, and Alum Creek State Park. Refer to Tab 3, Exhibit C-2.

**9. Ability to post bond or an irrevocable letter of credit if the plan is approved assuring completion of public service facilities to be constructed within the project by the developer.**

See Tab 7, Exhibit G-2 for WesBanco Letter

**10. The proposed time schedule for development of the site including streets, buildings, utilities and other facilities.**

It is anticipated that the subdivision construction would begin shortly after approval of a final development plan and final engineering plans and plats are approved, which is likely to occur in the summer of 2022. The site utilities, street, and landscape will be installed, and homes will be constructed.

**11. If the proposed timetable for development includes developing the land in phases, all phases developed after the first, which in no event shall be less than five (5) acres or the whole tract (whichever is smaller), shall be fully described in textual form in a manner calculated to give Township official's definitive guidelines for approval of future phases.**

There shall only be one phase

**12. Letter approving agent for owner if applicable.**

See Tab 7, Exhibit G-1 for Owner Approval Letter

**D. Final Development Plan – See Final Development Plan–Tab 3, Exhibit C-1**

**1.) A survey plat and legal description signed by a registered Ohio surveyor showing the size and location of the proposed Planned Residential District.**

Refer to Tab 2, Exhibits B-1 and B-2 for the legal description and boundary survey

**2.) The plan will be to scale of at least 1" =100' and will show the proposed uses of the site, location of buildings and structures, streets and roadways, and parking areas, all required design features, and the following:**

**a.) The general development character of the tract including the limitations or controls to be placed on all uses, with proposed lot sizes, minimum setback requirements. Other development features, including landscaping, entrance features, signage, pathways, sidewalks, recreational facilities, and all commonly owned structures shall be shown in detail which identifies the quantity and type and typical section of each. For example, the landscape plan shall identify each plant, shrub, or tree, its name, its size at planting and rendering of how that section of the development would look in elevation.**

Refer to Tab 3, Exhibit C-1 for all proposed uses of the site, location of buildings and structures, streets and roadways, parking areas, lot sizes, and minimum setbacks requirements. Refer to Tab 4, Exhibits D-1 through D-3 for all landscaping, entrance features, signage, pathways, sidewalks, and recreational facilities

**b.) Environmentally sensitive areas such as the 100-year floodplain, wetlands, and slopes greater than 20% shall be mapped. No structure (other than approved drainage structures) shall be constructed within the limits of the 100-year floodplain as mapped by FEMA on the Flood Insurance Rate Maps for Delaware County.**

All 100-year floodplains, wetlands, and slopes greater than 20% shall be mapped. Refer to Tab 3, Exhibit C-2 and Tab 5,

Exhibit E-1. No structure shall be constructed within the limits of the 100-year floodplain, and none exist on site. Existing trees will be preserved to best extent possible along property lines, at main entry and along ditch line as allowed by County Engineer.

**c.) Architectural design criteria including materials, colors and exact renderings for all structures and criteria for proposed signs, with proposed control procedures. These are specific renderings of the elevations of structures. Any modification of these structures shall require re-approval of the development plan by the Township. Materials and colors shall be submitted for approval.**

#### Exterior Appearance and Materials

Finish building materials shall be applied to all sides of the exteriors of buildings. Colors and building materials shall be harmonious and compatible with colors of the natural surrounding and adjacent buildings and improvements.

All front facades shall consist of all natural material. Natural material shall be defined as brick, natural or manufactured stone, stucco; natural or engineered wood siding, or cementitious siding, with painted or stained finish. The maximum amount of stucco allowed on any front facade shall be 30%. Side and rear facades may be high grade vinyl.

Refer to Tab 6, Exhibit F-1 for final architectural elevations

#### Exterior Colors

Exterior colors of excessively high chroma or intensity are not permitted. No more than two colors in addition to the colors of natural brick, stone or manufactured stone may be used on the building as a whole. Garage doors shall not be painted in contrasting colors to adjacent wall surfaces; they shall be painted to be similar in color to adjacent wall surfaces and trim.

#### Roofs

All main roofs shall have a minimum pitch of 6:12. Secondary roofs, such, as at porches, may be a lesser slope and a minimum of 4:12. Roofs shall be finished in standard 3-tab shingle, 25-year warranty. Dimensional shingles may also be used. Roof color shall be consistent from building to building and shall be in the black, brown or gray tones or blends of these colors. Stark white and bright colors shall be prohibited.

#### Chimneys and Fireplaces

Cantilevered chimneys are permitted but must extend above roofline, cantilevered shed style are not permitted. Direct vent fireplaces are permitted provided they are contained inside the building main walls or cantilevered chimney. Chimneys may be finished in the same material as adjacent wall. Direct vent fireplaces and 90% efficient furnaces may exhaust directly through adjacent wall. Manufactured wood burning fireplaces and furnace exhausts may protrude through roof without enclosure provided pipe size is limited to 8" maximum and is painted a dark color to blend with roof color.

#### Garages

No dwelling may be constructed on any lot unless an attached enclosed garage for at least two automobiles is also constructed on the same lot. Garage door shall be paneled and of one color and one material. Garage doors shall not exceed 4' in front of the main front façade of the dwelling. Additionally, a total of 8 side-loaded garages, two of which are lots 23 and 20, six of which are the first three lots (north and south each) contiguous to Piatt Road houses will have minimum of 95' of frontage and shall have side loaded garages that face to the east.

#### Signage

Temporary and Permanent signage are proposed for this development. Temporary signage shall be located adjacent main entry from Piatt Road. This sign shall be double sided and is shown on Tab 4, Exhibit D-1. A permanent identification sign is located at the main entry from Piatt. The sign shall be



yard arm type sign and have down lighting to illuminate signage. Refer to Tab 4, Exhibit D-2.

**d.) The proposed provisions for water, fire hydrants, sanitary sewer, and surface drainage with engineering feasibility studies or other evidence of reasonableness. Line sizes and locations, detention basins and drainage structures shall be drawn.**

Water shall be provided by DelCo Water. Sanitary sewer will be extended to this site from the north. Refer to the Final Utility Plan by Kimley-Horn, Tab 5, Exhibit E-1, and the utility letters, Tab 5, Exhibits E-2 through E-10

**e.) A traffic impact analysis by a professional engineer who is skilled at traffic surveys, showing the proposed traffic patterns, public and private streets, and other transportation facilities, including their relationship to existing conditions, topographical and otherwise.**

Refer to the Traffic Impact Study by Smart Services, Inc., Tab 5, Exhibit E-10

**f.) The relationship of the proposed development to existing and probable uses of surrounding areas during the development timetable.**

The existing development is bordered by existing single-family homes along the north, east and south boundary. To the east is the Howard Farms Development, which this development ties into. See Tab 3, Exhibit C-2 for the Existing Features Plan.

**g.) Location of schools, parks and other public facility sites, within or adjacent to the site.**

The site is within proximity to Cheshire Elementary School, the Berlin Township Hall, and Cheshire Cemetery, and Alum Creek State Park. Refer to Tab 3, Exhibit C-2

**h.) The proposed time schedule for development of the site including streets, buildings, utilities and other facilities.**

It is anticipated that the subdivision construction would begin shortly after approval of the final development plan and final engineering plans and plats are approved, which is likely to occur in the summer of 2022. The site utilities, street, and landscape will be installed, and homes will be constructed.

**i.) If the proposed timetable for development includes developing the land (including open space) in phases, all phases developed after the first, which in no event shall be less than five (5) acres or the whole tract (whichever is smaller), shall be fully described in textual form in a manner calculated to give township officials definitive guidelines for approval of future phases.**

There shall only be one phase

**j.) The ability of the applicant to carry forth this plan by control of the land and the engineering feasibility of the plan.**

Refer to Tab 7, Exhibit G-1 for owner approval letter and refer to Tab 5, Exhibit E-9 for letter about engineering feasibility

**k.) Specific statements of divergence from the development standards in Articles 24 (General Standards) 25 (Signs) and/or 26 (Landscaping) or existing County Subdivision regulations or standards and the justification therefore, unless a variation from these development standards is specifically approved, the same shall be in compliance. Since the Final Development Plan is an exact rendition of what is intended to be built, all standards for setback, landscaping parking and lot size are per plan.**

Section 9.06 A.) Lot Area.

A divergence was granted at the Preliminary Development Plan approval to allow the lot area to be reduced to a minimum of 10,125 square feet instead of 10,890 square feet. This reduction in lot area allows for the preservation of open space, allowing for large areas of interconnected open space with amenities that residents desire in neighborhoods including walking paths, open green spaces, natural areas, playground, and pond overlook.

Section 9.06 B.) Lot Frontage.

A divergence was granted at the Preliminary Development Plan approval to allow the lot frontage to be reduced to 51' at the right-of-way instead of 80'. With the minimum frontage at the building setback line to be 75'. This reduction in lot frontage allows for the preservation of open space, allowing for large areas of interconnected open space with amenities that residents desire in neighborhoods with amenities that include walking paths, open green spaces, natural areas, playground, and shelter.

**l.) Evidence of the applicant's ability to post a bond or an irrevocable letter of credit if the plan is approved assuring completion of public service facilities to be constructed within the project by the developer.**

Refer to Tab 7, Exhibit G-2 for the WesBanco Letter

**m.) In the preparation of the development plan, or the individual drawings used to make up the development plan the respective architect, landscape architect, professional engineer, or surveyor licensed to practice in the state of Ohio shall place his or her seal on his or her own drawings.**

All individual drawings shall be stamped with a seal by the landscape architect, professional engineer, or surveyor on their own respective drawings

APPLICANT ADDRESS:	MAEVE MEADOWS LLC 470 OLDE WORTHINGTON RD WESTERVILLE OH 43082	
SURROUNDING PROPERTY OWNERS:	DONALD & MARY STULLER 2841 CHESHIRE RD DELAWARE OH 43015	BERLIN VILLAGE LLC 470 OLDE WORTHINGTON RD WESTERVILLE OH 43082
FINCON LIMITED 145 N UNION ST DELAWARE OH 43015	MICHAEL & JUDY GRUBB 3361 PIATT RD DELAWARE OH 43015	BERLIN LLC 2785 CHESHIRE RD DELAWARE OH 43015
GREGORY & DANA RANDALL 3133 PIATT RD DELAWARE OH 43015	S. 3077 PIATT RD DELAWARE OH 43015	BRUCE BAKER 2700 CHESHIRE RD DELAWARE OH 43015
NATHANAEL PAULUS 2728 CHESHIRE RD DELAWARE OH 43015	CHERYL BUTLER 2746 CHESHIRE RD DELAWARE OH 43015	CYNTHIA COLVIN 2802 CHESHIRE RD DELAWARE OH 43015
KATHERINE FREEMAN-CROFT 2838 CHESHIRE RD DELAWARE OH 43015	DANIEL & JILL BISHOP 2880 CHESHIRE RD DELAWARE OH 43015	HOMEWOOD CORPORATION 2700 E DUBLIN GRANVILLE RD COLUMBUS OH 43231

September 11, 2016

**DESCRIPTION OF 23.838 ACRES  
SOUTH OF CHESHIRE ROAD (60' R/W)  
EAST OF PIATT ROAD (33' R/W)  
BERLIN TOWNSHIP, DELAWARE COUNTY, OHIO**

Situated in the State of Ohio, County of Delaware, Berlin Township, Section 3, Township 4, Range 18, Farm Lot 11, United States Military Lands, being all of that 23.838 acre tract of land described as Tract Three in a deed to Barbara G. Schanck, Trustee, of record in Official Record 1376, Page 1645, all references herein being to the records located in the Recorder's Office, Delaware County, Ohio and being more particularly described as follows;

Beginning **FOR REFERENCE** at the intersection of the centerlines of Cheshire and Piatt Roads, being the northwesterly corner of Farm Lot 11, the southwest corner of a 2.998 acre tract of land as described in a deed to Daniel W. and Stacy J. Loddell, of record in Official Record 1283, Page 925, the northwesterly corner of "Schanck Subdivision", a subdivision of record in Plat Book 14, Page 53 and the northeasterly corner of a 50 acre tract of land described as the "Second Tract" in a deed to David F. Gardner, of record in Deed Book 577, Page 2605;

Thence South 2° 54' 03" West, along the centerline of said Piatt Road, the westerly line of said "Schanck Subdivision", the easterly line of said 50 acre tract and the westerly line of a 1.103 acre tract of land as described in a deed to Gregory S. and Dana J. Randall, of record in Official Record 1420, Page 1269, a distance of 470.45 feet to the **TRUE PLACE OF BEGINNING**;

Thence along the southerly and easterly lines of said 1.103 acre tract the following courses;

1. **South 86° 02' 02" East**, a distance of **320.46 feet** to a point;
2. **North 2° 52' 50" East**, a distance of **150.00 feet** to a point in the southerly line of Lot 251 of said "Schanck Subdivision";

Thence along the southerly line of said Lot 251, the southerly lines of Lots 252 and 253 and the easterly line of said Lot 253 of said subdivision, the following courses;

1. **South 86° 04' 10" East**, a distance of **337.16 feet** to a point;

EXHIBIT B-1



2. **North 2° 50' 33" East**, a distance of **320.24 feet** to a point in the centerline of said Cheshire Road, being a point in the northerly line of said Farm Lot 11 and the southerly line of a 53.944 acre tract of land as described in a deed to Barbara G. Schanck, Trustee, of record in Official Record 805, Page 2238;

Thence **South 86° 01' 56" East**, along the centerline of said Cheshire Road, the northerly line of said Farm Lot 9 and the southerly line of said 53.944 acre tract, a distance of **60.00 feet** to a point at the northwesterly corner of Lot 258 as shown and delineated on the plat entitled "Ruckshire Subdivision", a subdivision of record in Plat Book 14, Page 72;

Thence along the westerly and southerly lines of said "Ruckshire Subdivision" the following courses;

1. **South 2° 49' 54" West**, a distance of **726.22 feet** to a point;
2. **South 86° 03' 36" East**, a distance of **299.88 feet** to a point at the southwest corner of a 5.00 acre tract of land described as Parcel I in a deed to Daniel L. and Jill M. Bishop, of record in Official Record 1307, Page 1795, also being the northwesterly corner of a 2.00 acre tract of land described as Parcel II in said deed;

Thence with the westerly and southerly lines of said 2.00 acre tract the following courses;

1. **South 2° 49' 38" West**, a distance of **290.50 feet** to a point;
2. **South 86° 02' 52" East**, a distance of **300.00 feet** to a point in the westerly line of a 141.380 acre tract of land as described in a deed to Homewood Corporation, of record in Official Record 719, Page 1262;

Thence **South 2° 51' 59" West**, along the westerly line of said 141.380 acre tract, a distance of **340.50 feet** to a point at the northeasterly corner of a 9.082 acre tract of land as described in a deed to Michael P. and Judy A. Grubb, of record in Deed Book 471, Page 625;

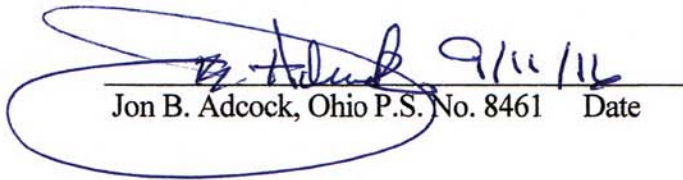
Thence **North 88° 06' 51" West**, along the northerly line of said 9.082 acre tract, a distance of **1318.56 feet** to a point in the centerline of said Piatt Road, also being the a point in the westerly line of said Farm Lot 11 and the easterly line of the previously mentioned 50 acre Gradner tract;

Thence **North 2° 54' 03" East**, along said centerline, the westerly line of said Lot 11 and the easterly line of said 50 acre tract, a distance of **934.42 feet** to the **TRUE PLACE OF BEGINNING** and containing **23.838 acres** of land.

Bearings herein are based on GPS observations, being the Ohio State Plane Coordinate System, North Zone, NAD 1983.

This description was prepared by American Land Surveyors, LLC, by Jon B. Adcock, Ohio  
Licensed Professional Surveyor No. 8461.

The above described 23.838 acres is all of Delaware County Auditor's Parcel No. 418-310-01-068-  
000.

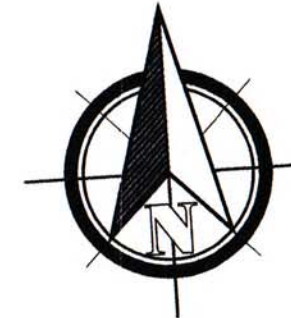
  
Jon B. Adcock, Ohio P.S. No. 8461      Date





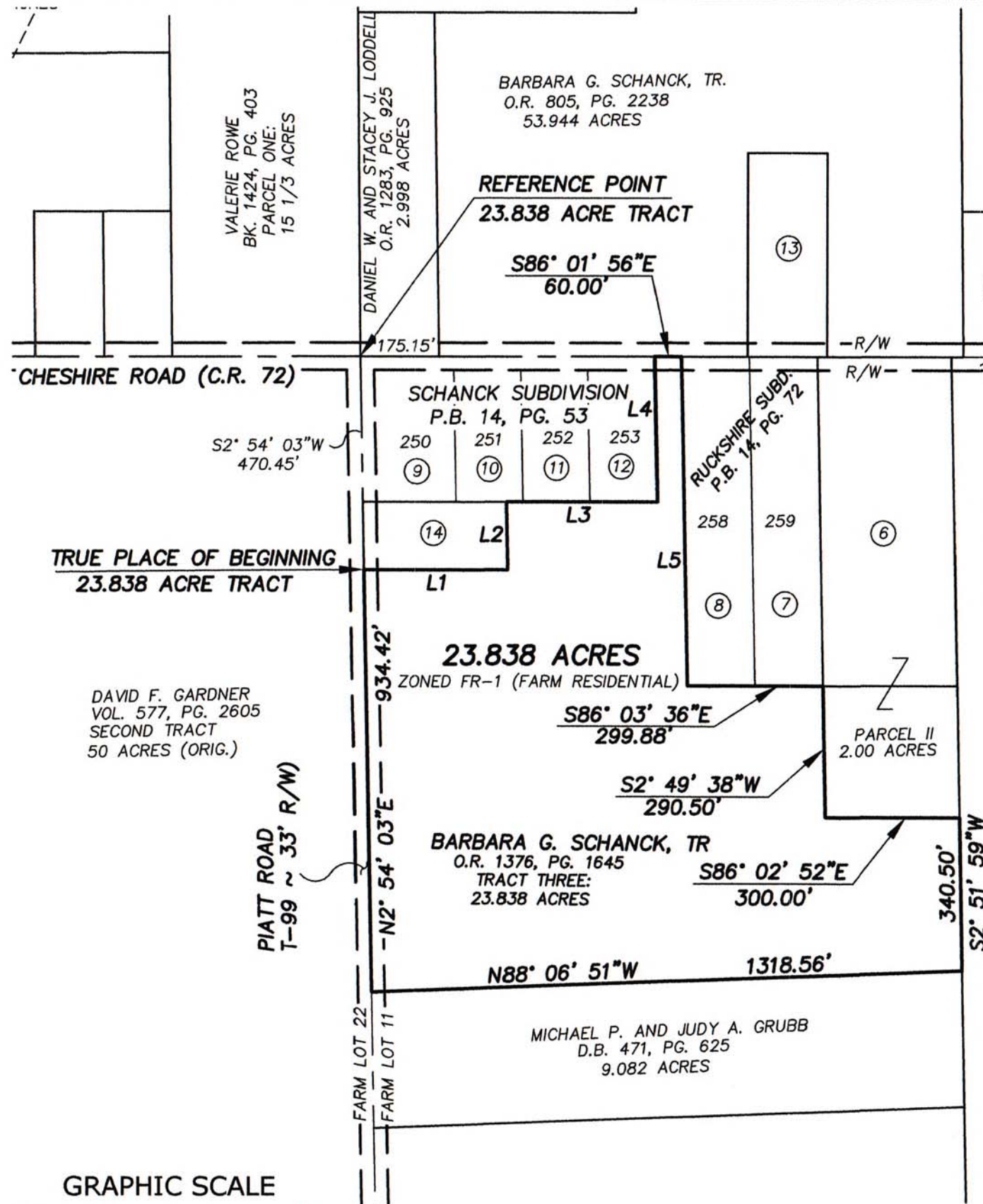
# ZONING EXHIBIT

23.838 ACRE TRACT  
SITUATED IN  
SECTION 3, TOWNSHIP 4, RANGE 18, FARM LOT 11  
UNITED STATES MILITARY LANDS  
BERLIN TOWNSHIP, DELAWARE COUNTY, OHIO



## BASIS OF BEARINGS:

BEARINGS SHOWN HEREON ARE BASED  
ON GPS OBSERVATIONS, BEING THE  
OHIO STATE PLANE COORDINATE  
SYSTEM, NORTH ZONE, NAD 1983.



LINE TABLE		
L1	S86° 02' 02"E	320.46'
L2	N2° 52' 50"E	150.00'
L3	S86° 04' 10"E	337.16'
L4	N2° 50' 33"E	320.24'
L5	S2° 49' 54"W	726.22'

① TIFFANY M. GAFFEY  
O.R. 1046, PG. 2887  
1.103 ACRES

② GARY W. AND TRACI A. ST. AMANT  
VOL. 627, PG. 664

③ BEVERLY A. SAMMONS  
VOL. 541, PG. 566

④ RICHARD S. TAYLOR  
VOL. 531, PG. 696

⑤ STEVEN G. AND CATHY L. RIPPEN, CO-TRUSTEES  
O.R. 1254, PG. 353

⑥ DANIEL L. AND JILL M. BISHOP  
O.R. 1307, PG. 1795  
PARCEL I  
5.00 ACRES

⑦ KATHERINE E. FREEMAN-CROFT  
VOL. 916, PG. 849

⑧ JAMES R. AND CYNTHIA A. COLVIN  
VOL. 140, PG. 1140

⑨ BRANDAN AND JENNIFER ADKINS  
O.R. 1303, PG. 404

⑩ BRUCE E. BAKER  
VOL. 37, PG. 927

⑪ MILDRED DELLA FLORA, TR.  
VOL. 85, PG. 2140

⑫ CHERYL A. BUTLER  
O.R. 1360, PG. 1569

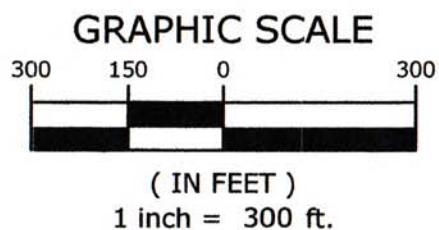
⑬ BARBARA G. SCHANCK, TR.  
O.R. 1406, PG. 2042  
1.808 ACRES

⑭ GREGORY S. AND DANA J. RANDALL  
O.R. 1420, PG. 1269  
1.103 ACRES



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1346 Hemlock Court N.E., Lancaster, Ohio 43130  
Contact: Brett Adcock  
740-654-0600  
Fax: 740-654-0604  
www.americanlandsurveyors.com

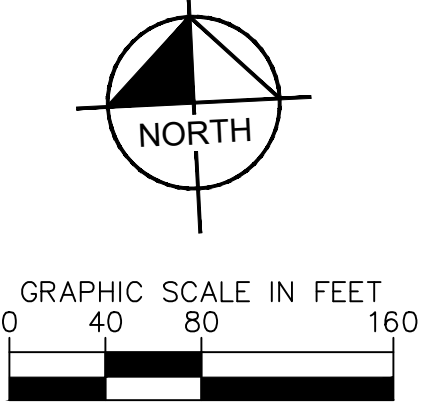
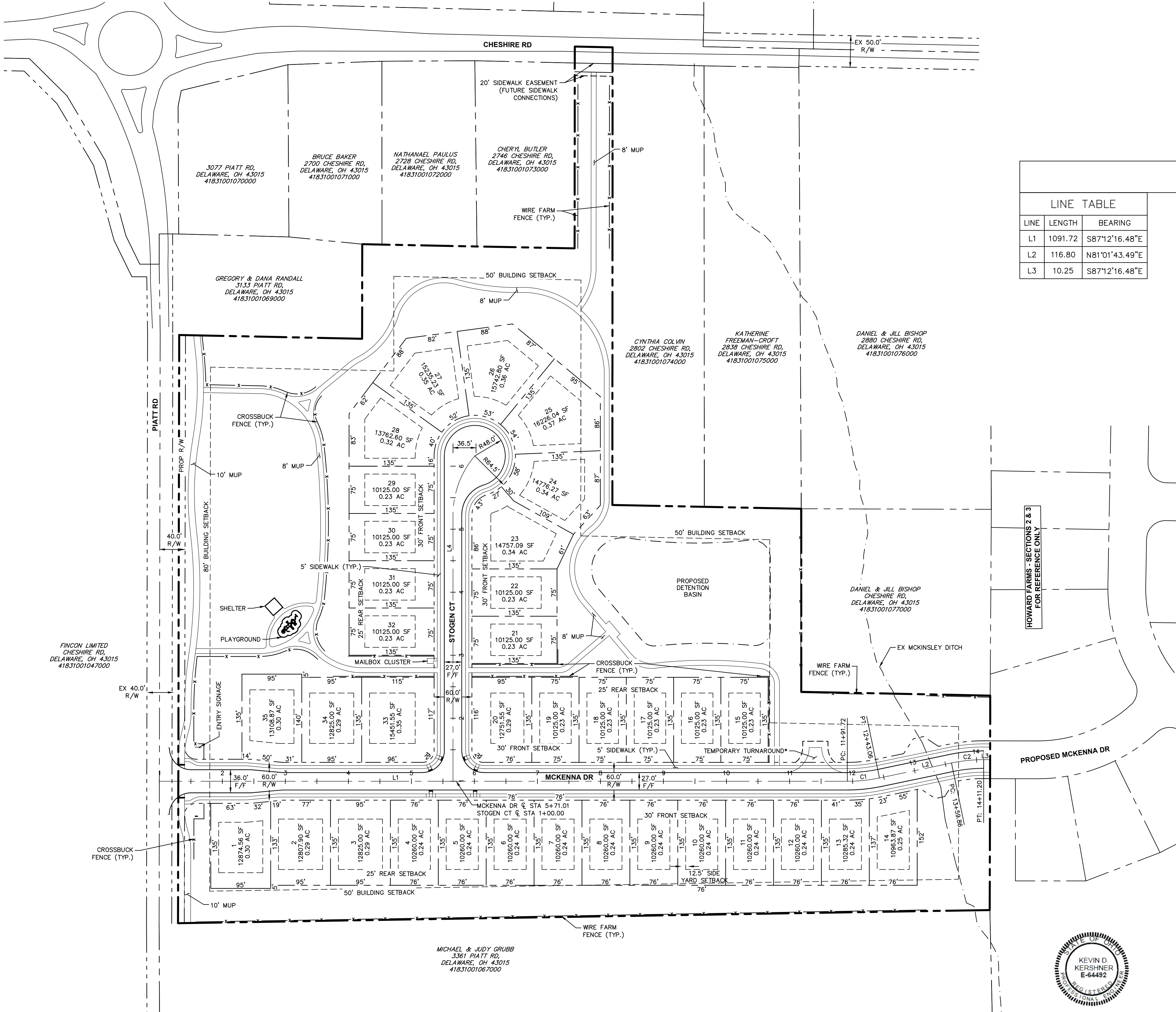
EXHIBIT B-2

FIELD	DRAFT	CHECK
JBA	JBA	JBA
JOB NO.: 16-028		
DATE: SEPTEMBER 11, 2016		
SCALE: 1"=300'		
SHEET NO.: 1/1		



Drawing name: K:\CIB\_LDEA\190013020\_Pulte Move Meadows Delaware County\2\_Design\CADD\PlotSheets\Final Development\_Plan\Site Plan.dwg Layout1 Jul 05, 2022 12:05pm by: Nick McGool

This document, together with the concepts and designs presented herein, is an instrument of service, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LINE TABLE			CURVE TABLE						
LINE	LENGTH	BEARING	CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
L1	1091.72	S87°12'16.48"E	C1	250.00'	51.34'	N86°54'44"E	51.25'	11°46'00"	25.76'
L2	116.80	N81°01'43.49"E	C2	250.00'	51.34'	N86°54'44"E	51.25'	11°46'00"	25.76'
L3	10.25	S87°12'16.48"E							

STOGEN CT		
LINE	LENGTH	BEARING
L4	516.25	N2°47'43.52"E

**Kimley»Horn**

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7995 COLUMBIA RD., SUITE 200  
COLUMBUS, OH 43215  
PHONE: 614-434-6696  
WWW.KIMLEY-HORN.COM

**SITE PLAN**

**MAEVE MEADOWS**  
BERLIN TOWNSHIP  
DELAWARE COUNTY, OHIO

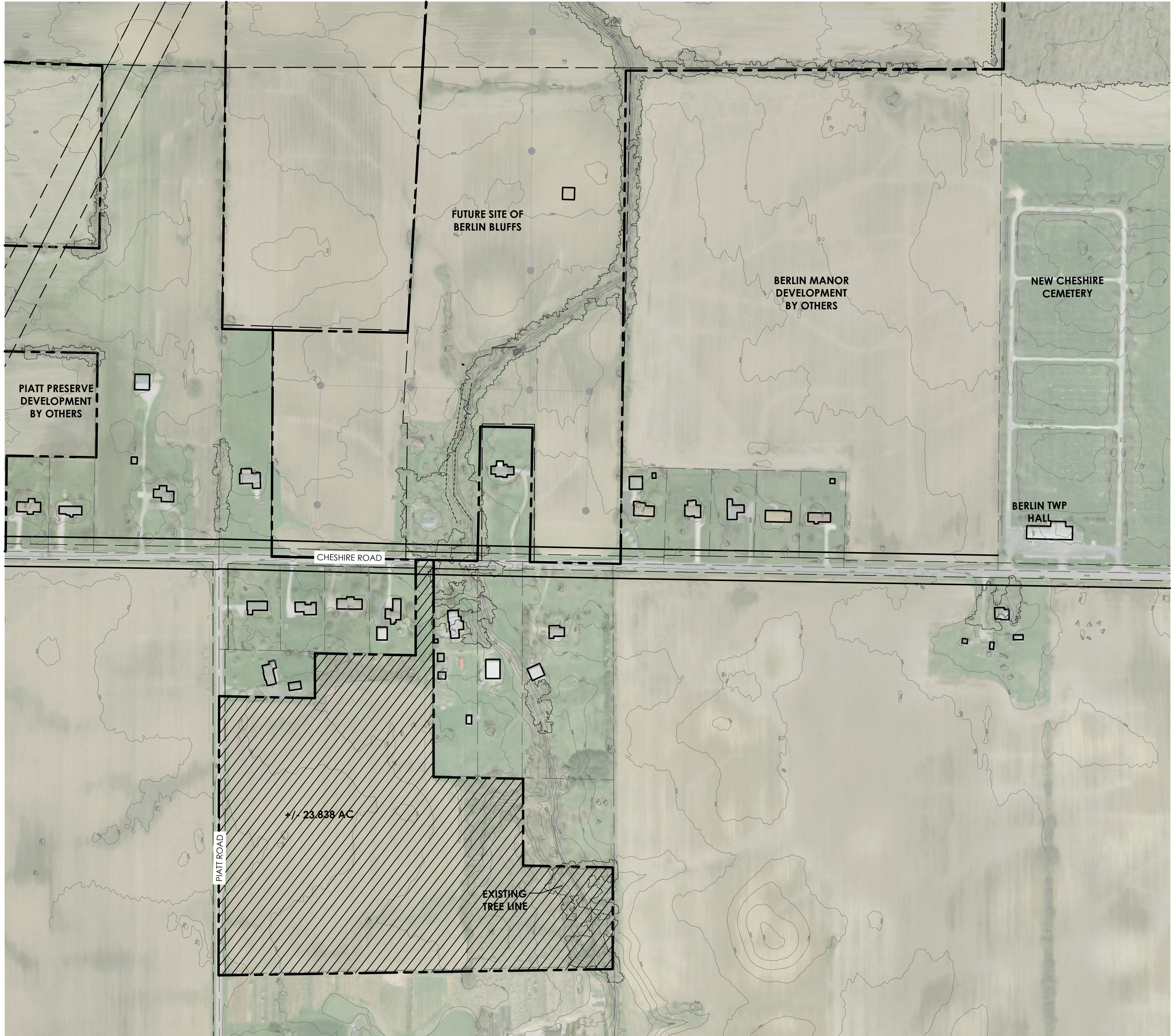
ORIGINAL ISSUE:  
XX/XX/2022  
KHA PROJECT NO.  
190013020  
SHEET NUMBER

**C-1**  
OF X

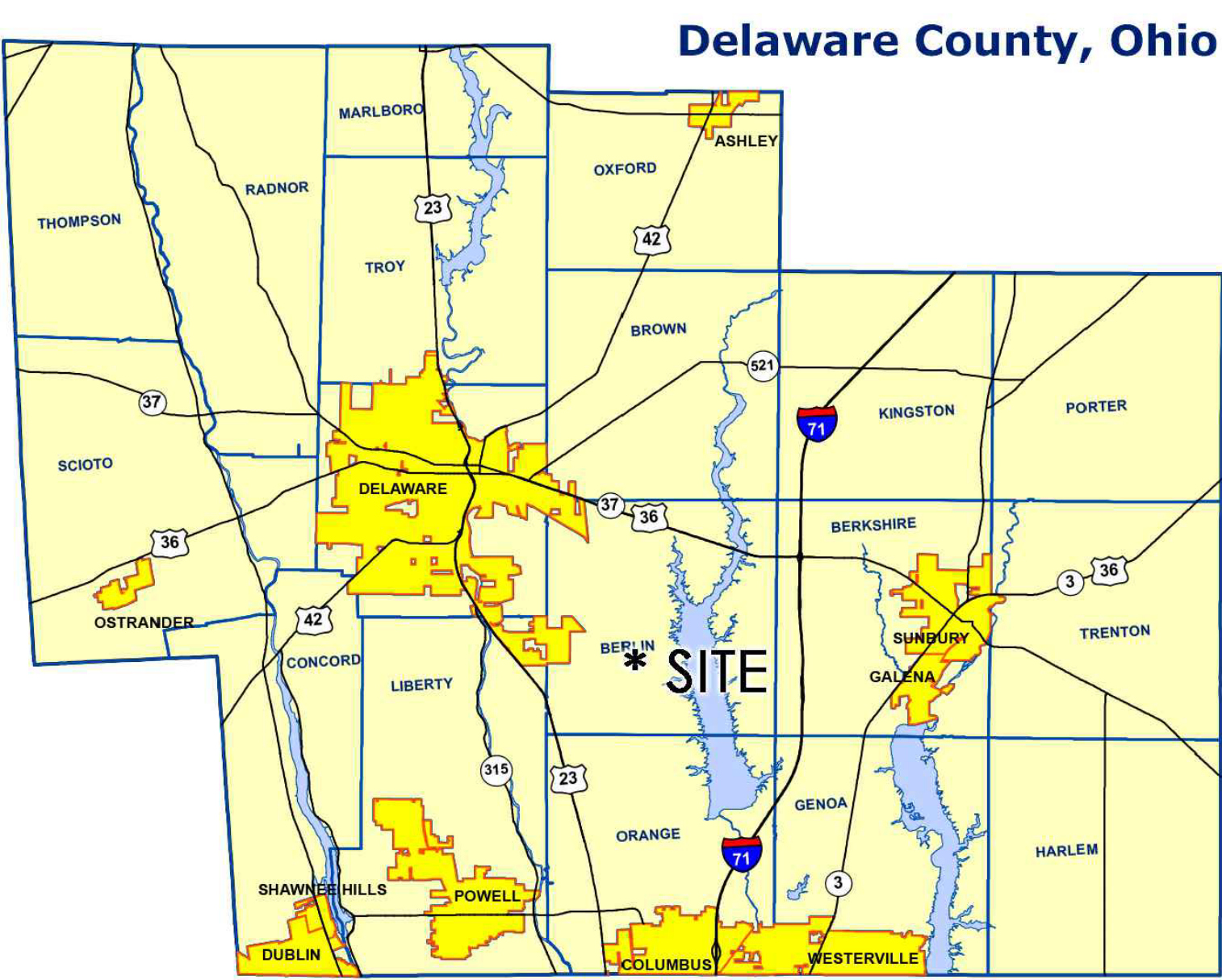


*Kevin D. Kershner*

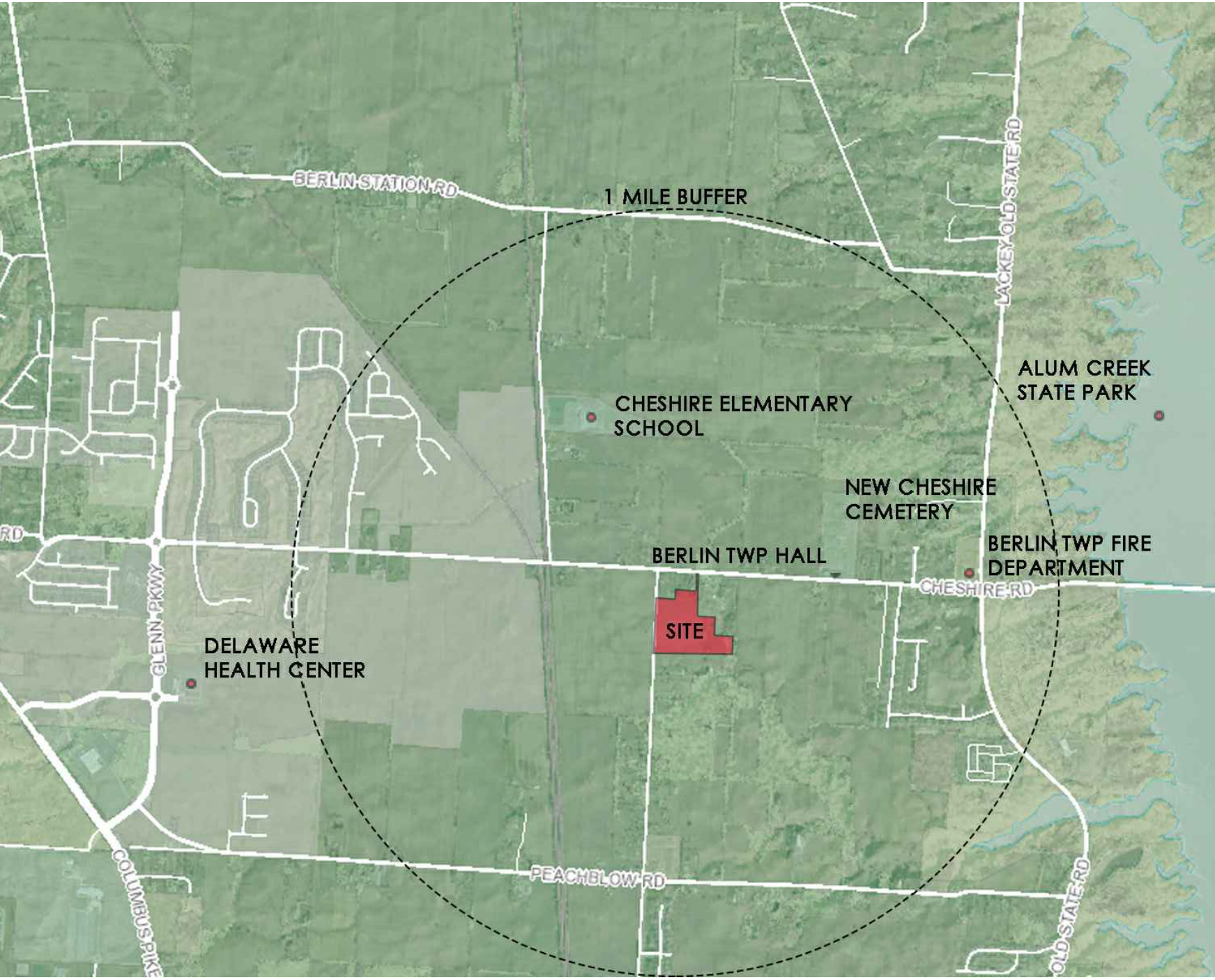




VICINITY MAP - N.T.S.



BUFFER MAP - N.T.S.

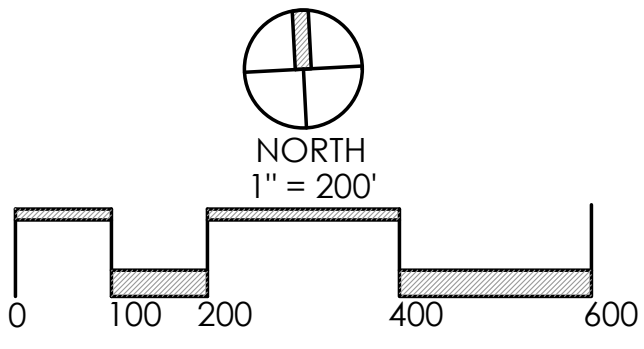


EXISTING FEATURES PLAN

MAEVE MEADOWS

PREPARED FOR PULTE GROUP  
DATE: 7/5/22

EXHIBIT C-2



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





BIRDSEYE VIEW FROM SOUTHWEST

ILLUSTRATIVE PERSPECTIVE

---

# MAEVE MEADOWS

PREPARED FOR METRO DEVELOPMENT

DATE: 7/5/22





POND OVERLOOK



SHELTER & PLAYGROUND AREA



MIXED-USE TRAIL NORTH CORNER

ILLUSTRATIVE PERSPECTIVE

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# MAEVE MEADOWS

PREPARED FOR METRO DEVELOPMENT

DATE: 7/5/22





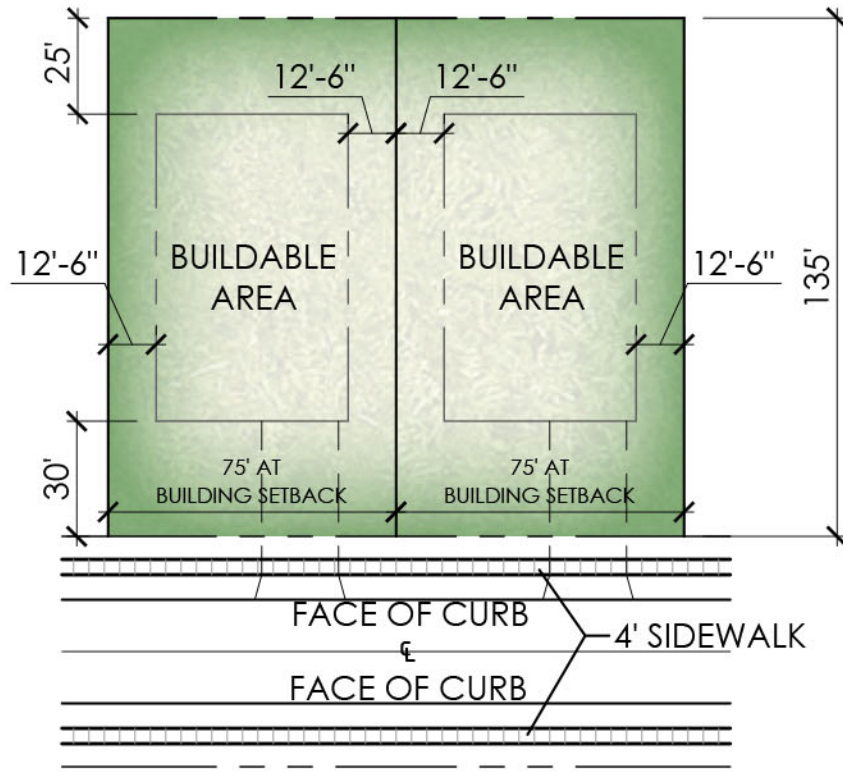
SITE DATA

TOTAL ACRES	± 23.838 AC	SIDE SETBACK	12.5' PER CODE
NET DEVELOPABLE AREA	± 20.26 AC	REAR SETBACK	25' REQUESTED, 10' ACCESSORY USES
TOTAL LOTS (75' x 135')	35 LOTS	FRONT SETBACK	MIN. 60' FROM CL
NET DENSITY	± 1.73 D.U./AC.	PIATT ROAD SETBACK	80' FROM CL
GROSS DENSITY	± 1.47 D.U./AC.		
COMMON OPEN SPACE	± 9.67 AC		
NATURAL OPEN SPACE	± 1.14 AC		
TOTAL OPEN SPACE	± 10.81 AC		
% OPEN SPACE (20% REQUIRED)	45.3%		
NET DEVELOPABLE CALCULATION:			
23.838 x 0.85 = 20.26 AC			

LOT SIZES (MIN. 10,125 S.F.)

LOT #	SQUARE FEET	LOT #	SQUARE FEET	LOT #	SQUARE FEET
1	12,875	14	10,964	27	15,235
2	12,808	15	10,125	28	13,763
3	12,825	16	10,125	29	10,125
4	10,260	17	10,125	30	10,125
5	10,260	18	10,125	31	10,125
6	10,260	19	10,125	32	10,125
7	10,260	20	12,752	33	15,452
8	10,260	21	10,125	34	12,825
9	10,260	22	10,125	35	13,109
10	10,260	23	14,757		
11	10,260	24	14,776		
12	10,260	25	16,226		
13	10,285	26	15,743		

75'x135' TYPICAL LOT LAYOUT



NOTE: LOT LAYOUT VARIES WITH LOCATION, SEE PLAN

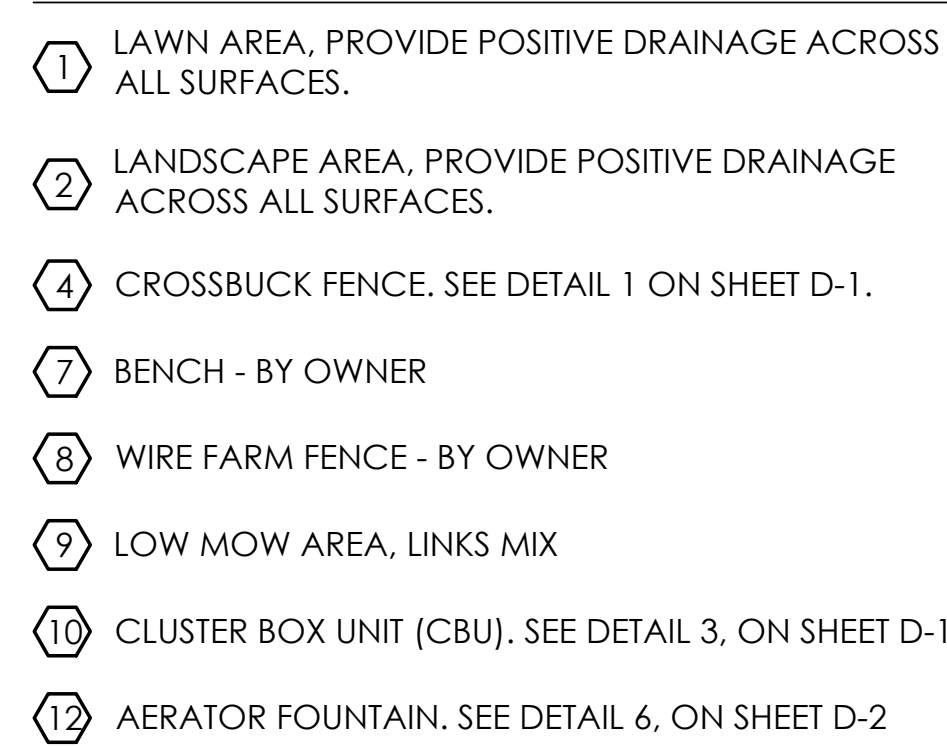
SITE DIVERGENCES \*\*APPROVED AT PRELIM DEVELOPMENT SUBMITTAL\*\*

Section 9.06 A.) Lot Area.  
A divergence was granted at the Preliminary Development Plan approval to allow the lot area to be reduced to a minimum of 10,125 square feet instead of 10,890 square feet. This reduction in lot area allows for the preservation of open space, allowing for large areas of interconnected open space with amenities that residents desire in neighborhoods including walking paths, open green spaces, natural areas, playground, and pond overlook.

Section 9.06 B.) Lot Frontage.  
A divergence was granted at the Preliminary Development Plan approval to allow the lot frontage to be reduced to 51' at the right-of-way instead of 80'. With the minimum frontage at the building setback line to be 75'. This reduction in lot frontage allows for the preservation of open space, allowing for large areas of interconnected open space with amenities that residents desire in neighborhoods with amenities that include walking paths, open green spaces, natural areas, playground, and shelter.



SEE PLANT LIST FOR SPECIFIC PLANT SPECIES



1. ALL PLANTS SHALL MEET OR EXCEED STANDARDS SET IN THE USA STANDARD FOR NURSERY STOCK.
2. ALL PLANTING OPERATIONS SHALL ADHERE TO THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS.
3. PLANT LOCATIONS AND BEDS SHALL BE LOCATED BY CONTRACTOR AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
4. PLANTING BEDS SHALL HAVE A MINIMUM 3" DEEP SHREDDED HARDWOOD BARK MULCH. MULCH HEDGES IN A CONTINUOUS BED.
5. ALL PLANTING BEDS TO BE TILLED TO A MINIMUM DEPTH OF 12".
6. ALL PLANTING BEDS TO BE FERTILIZED WITH 10-10-10 OR APPROVED EQUAL.
7. SODDING / SEEDING BY LANDSCAPE CONTRACTOR.
8. THE LOCATION OF THE EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
9. ALL AREAS DISTURBED BY CONSTRUCTION ARE TO BE RESTORED, FINE GRADED AND SEEDED/ SODDED.
10. ALL EXISTING PLANT MATERIAL SHOWN ON THIS PLAN IS TO BE PRESERVED UNLESS SPECIFICALLY NOTED OTHERWISE.

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

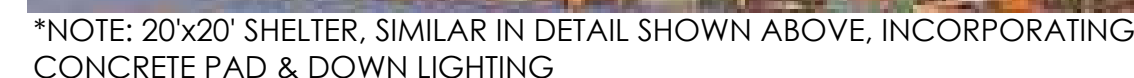
Diagram illustrating the cross-section of a retaining wall assembly, showing dimensions and components:

- 8"x8" PRESSURE TREATED END POSTS TAMPED OR DRIVEN
- 6"x6" PRESSURE TREATED LINE POSTS "FACED", TAMPED OR DRIVEN
- 1 x 6 FASER BOARD-TOWARDS STREET
- FINISH GRADE
- Dimensions: 8'-0" (width), 1'-0" (height), 4'-4" (height), 3'-6" (height), 3'-0" (height).

PAINT:  
PAINT SHALL BE A SEMI GLOSS BLACK

FASTENERS:  
NAILS-10D PLAIN SHANK BOX GALVANIZED

3 12 UNIT CBU PLAN AND ELEVATION  
SCALE: N.T.S.



NOTE: 15' MIN. SETBACK FROM R.O.W. SIGNAGE TO BE DOUBLE SIDED

**PLAN VIEW**

- 3/4" PLYWOOD SIGN BACK EXTERIOR GRADE PRESSURE TREATED
- 2"x4" CROSS MEMBERS PRESSURE TREATED (TYP.)
- 6"x6" POST PRESSURE TREATED (TYP.)
- 2"x4" BLOCKING PRESSURE TREATED (TYP.)
- 3/4" TH. PLYWOOD FRONT EXTERIOR GRADE PRESSURE TREATED (TYP.)

**ELEVATION**

- 4'-0"
- 8'-0"
- 12"
- DEVELOPMENT NAME
- DEVELOPER LOGO
- DEVELOPER ADDRESS AND LOCAL PHONE
- 6"x6" POST PRESSURE TREATED (TYP.)
- CONCRETE FOOTING (TYP.)

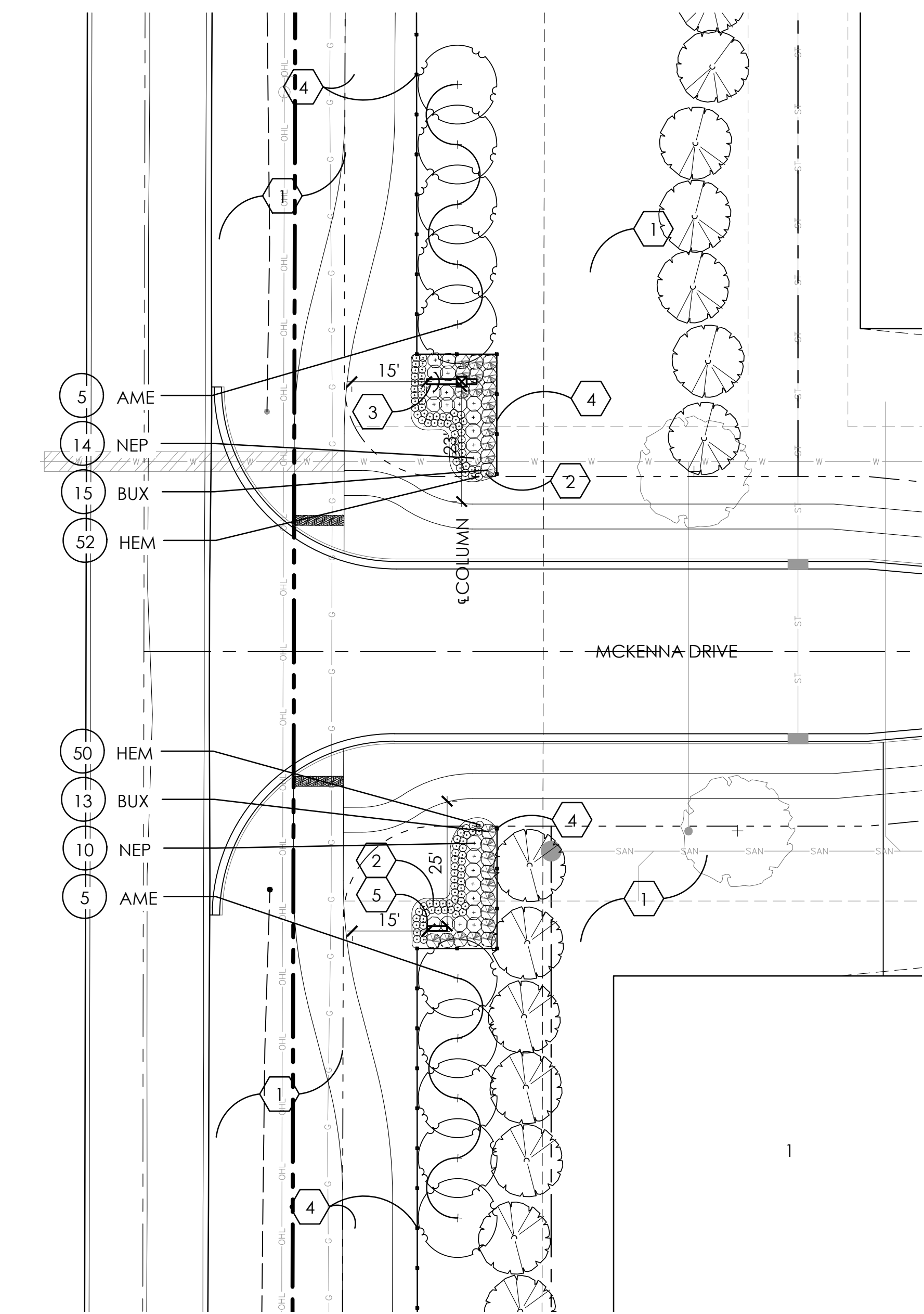
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24

# Faris Planning & Design

# MAEVE MEADOWS



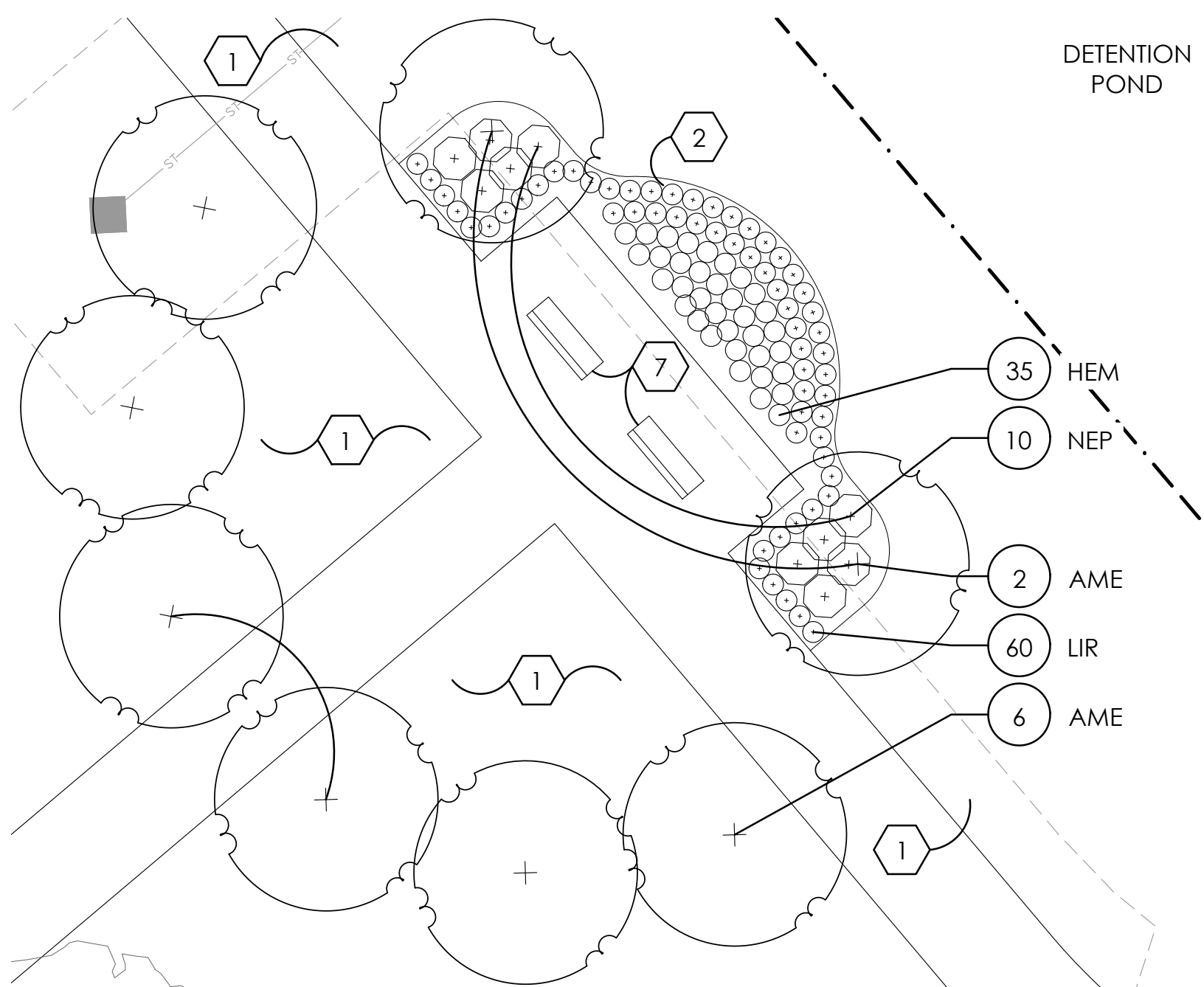
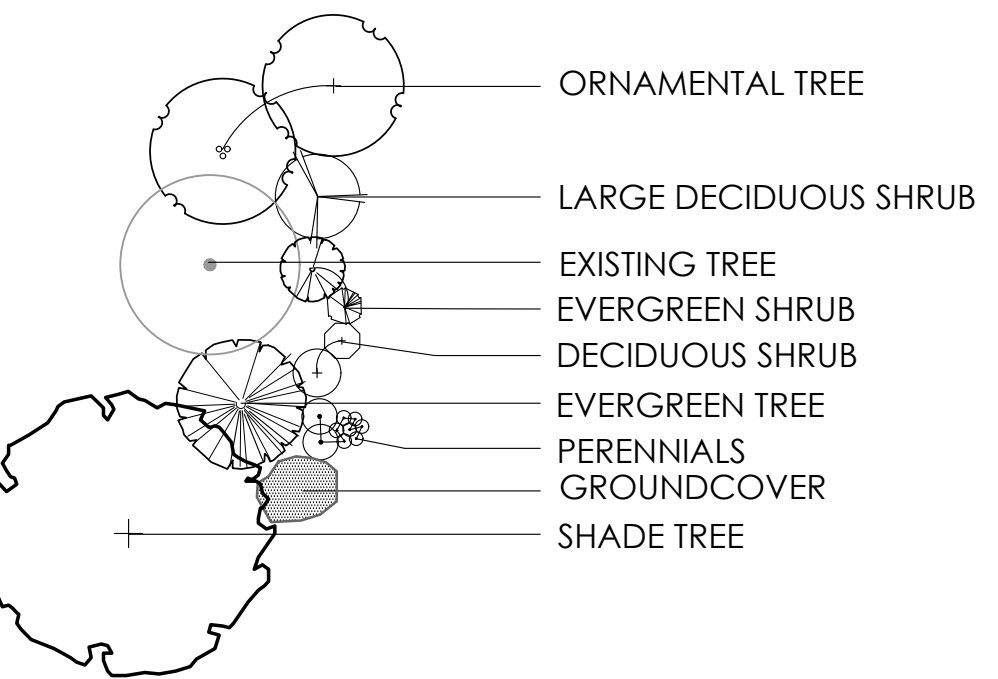


1 MAIN ENTRY ENLARGEMENT PLAN  
SCALE: 1" = 20'

CONSTRUCTION NOTES:

- 1 LAWN AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
- 2 LANDSCAPE AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
- 3 MAIN ENTRY SIGN, SEE DETAIL 2 ON SHEET D-2.
- 4 CROSSBUCK FENCE. SEE DETAIL 1 ON SHEET D-1.
- 5 TEMPORARY SIGN LOCATION. SEE DETAIL 2 ON SHEET D-1.
- 6 PLAYGROUND. SEE DETAIL 5 ON SHEET D-2
- 7 BENCH - BY OWNER
- 11 SHELTER. SEE DETAIL 4, ON SHEET D-1.

PLANT KEY TYPICALS  
SEE PLANT LIST FOR SPECIFIC PLANT SPECIES



3 POND OVERLOOK ENLARGEMENT PLAN  
SCALE: 1" = 10'

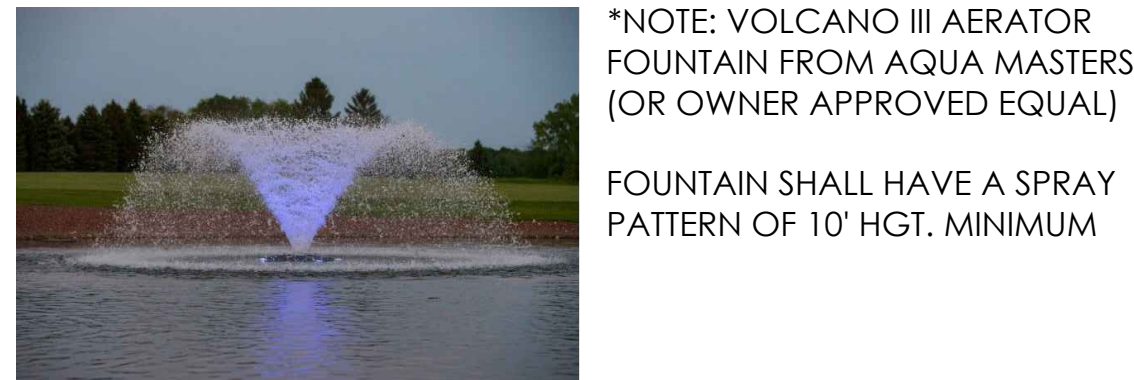
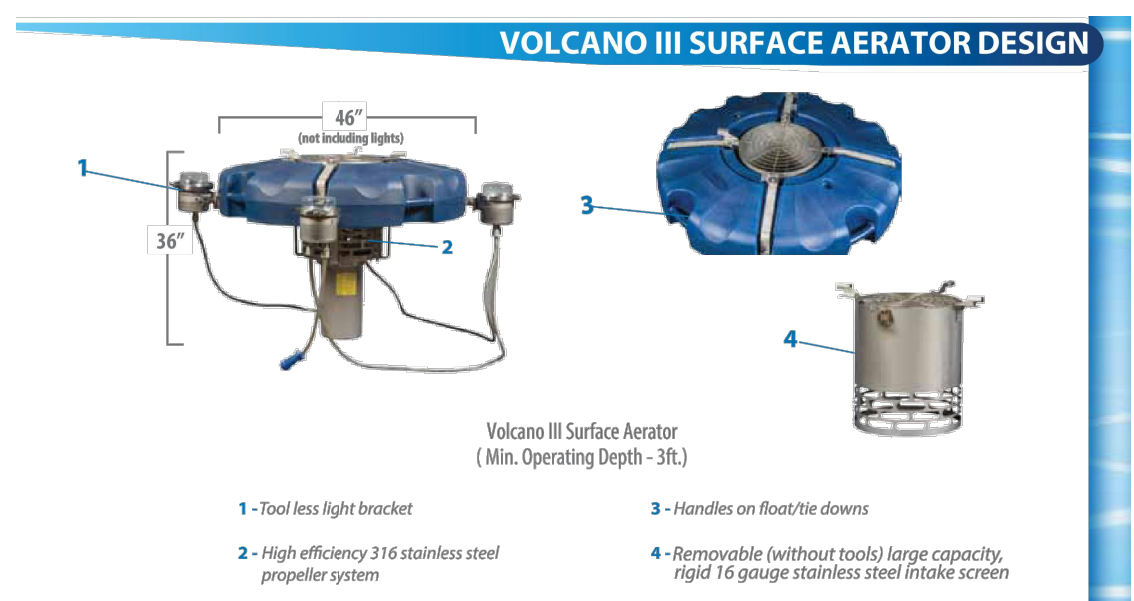
PLANT LIST  
(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARKS
TREES						
26	AME	AMELANCHIER LAEVIS 'LUSTRE ALLEGHENY'	LUSTRE ALLEGHENY SERVICEBERRY	1.75" CAL.	B&B	
SHRUBS						
28	BUX	BUXUS 'GREEN VELVET'	GREEN VELVET BOXWOOD	18" HGT	B&B	
PERENNIALS/ORNAMENTAL GRASSES						
208	HEM	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY	NO. 1	CONT.	
105	LIR	LIRIOPE MUSCARI 'SILVERY SUNPROOF'	SILVERY SUNPROOF LIRIOPE	NO. 1	CONT.	
51	NEP	NEPETA X FAASSENII 'WALKER'S LOW'	WALKER'S LOW CATMINT	NO. 1	CONT.	

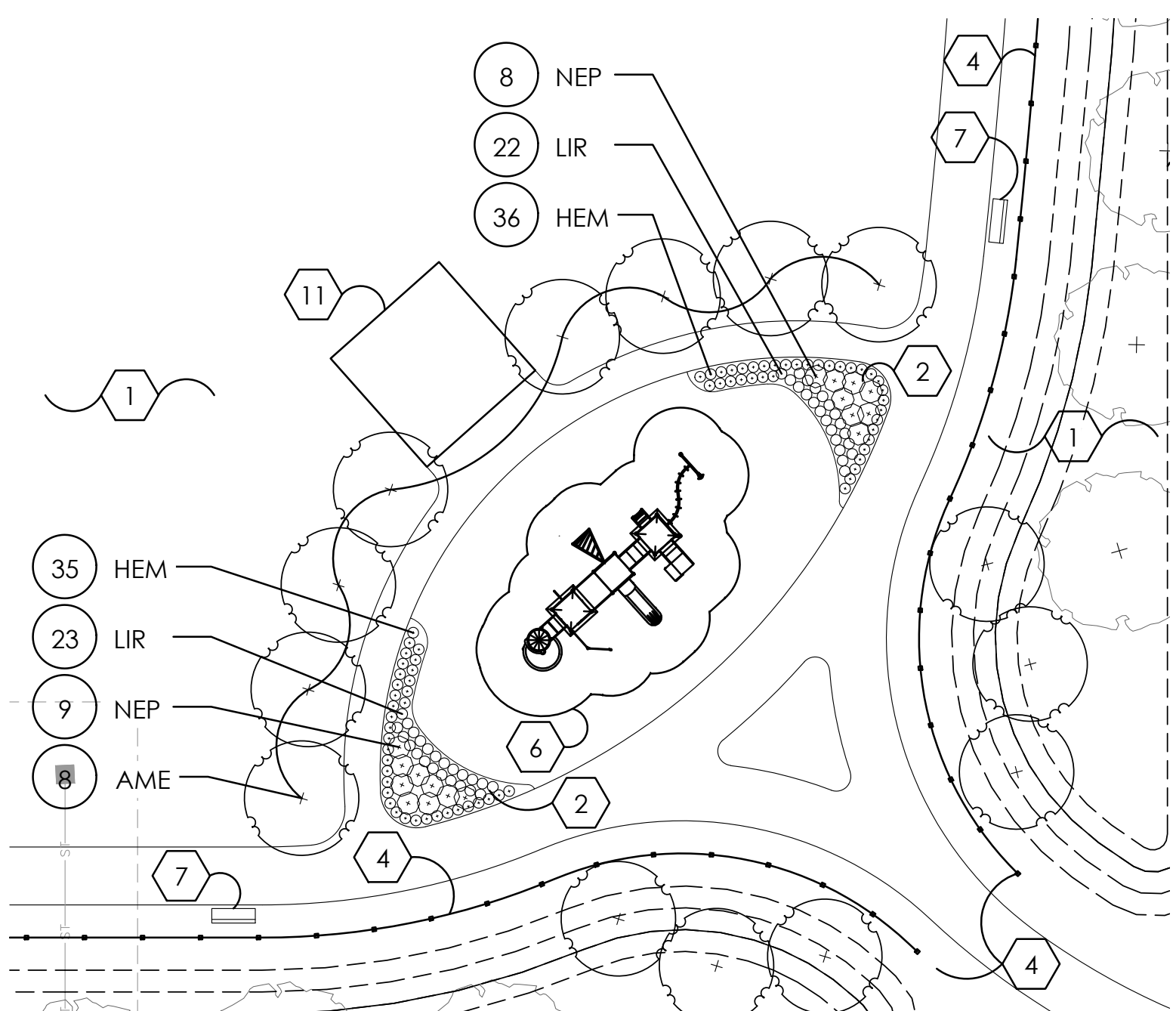
\*NOTE: ANNUALS TO BE PLANTED BY OWNER. NOT IN INITIAL LANDSCAPE COSTS.



5 PROPOSED PLAYGROUND STRUCTURE  
(OR OWNER APPROVED EQUAL)



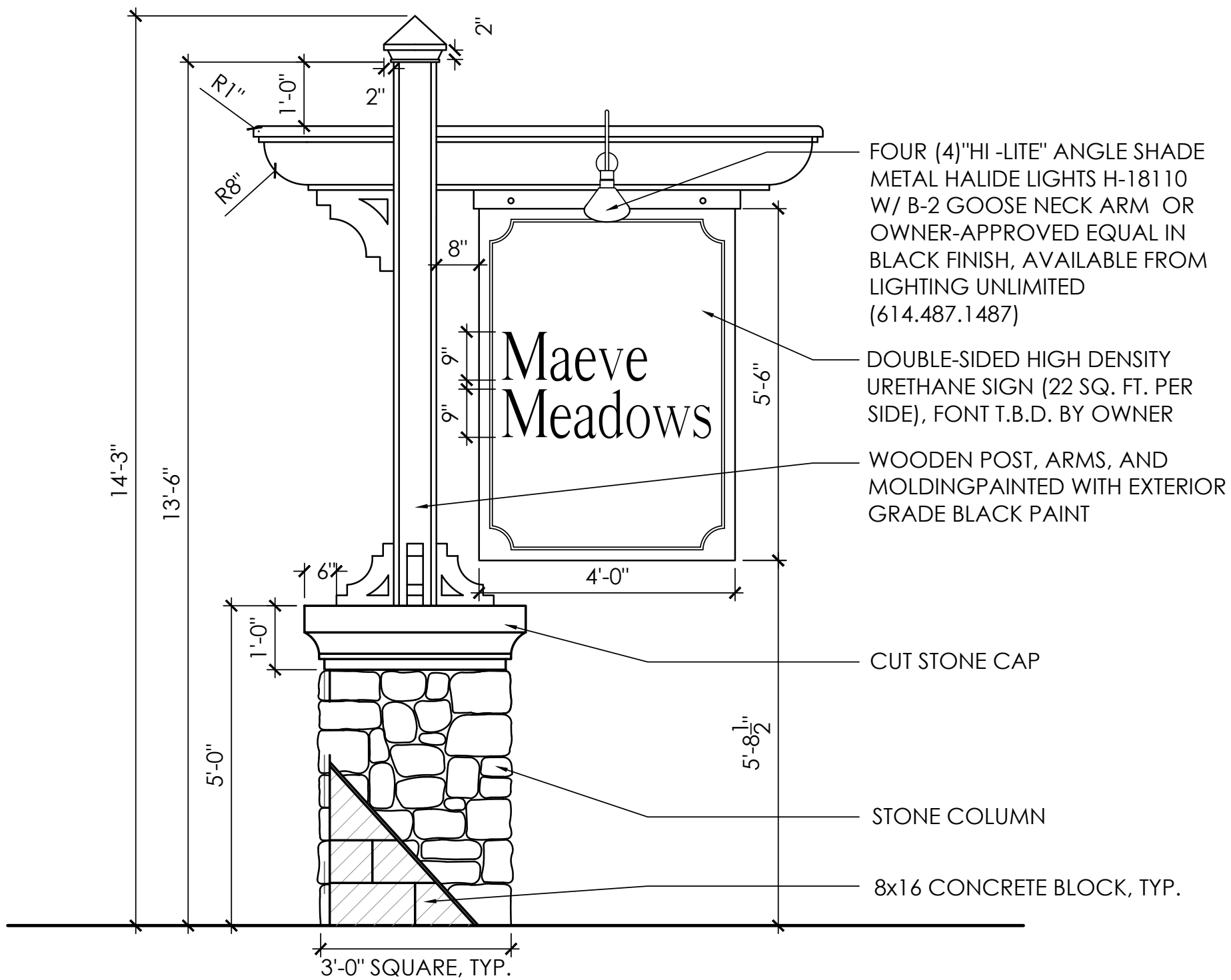
6 AERATOR FOUNTAIN  
(OR OWNER APPROVED EQUAL)



4 PLAYGROUND ENLARGEMENT PLAN  
SCALE: 1" = 20'

GENERAL PLANTING NOTES:

- ALL PLANTS SHALL MEET OR EXCEED STANDARDS SET IN THE USA STANDARD FOR NURSERY STOCK.
- ALL PLANTING OPERATIONS SHALL ADHERE TO THE AMERICAN ASSOCIATION OF NURSERYMEN STANDARDS.
- PLANT LOCATIONS AND BEDS SHALL BE LOCATED BY CONTRACTOR AND APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- PLANTING BEDS SHALL HAVE A MINIMUM 3" DEEP SHREDDED HARDWOOD BARK MULCH. MULCH HEDGES IN A CONTINUOUS BED.
- ALL PLANTING BEDS TO BE TILLED TO A MINIMUM DEPTH OF 12".
- ALL PLANTING BEDS TO BE FERTILIZED WITH 10-10-10 OR APPROVED EQUAL.
- SODDING / SEEDING BY LANDSCAPE CONTRACTOR.
- THE LOCATION OF THE EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING WORK AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
- ALL AREAS DISTURBED BY CONSTRUCTION ARE TO BE RESTORED, FINE GRADED AND SEEDED/ SODDED.
- ALL EXISTING PLANT MATERIAL SHOWN ON THIS PLAN IS TO BE PRESERVED UNLESS SPECIFICALLY NOTED OTHERWISE.



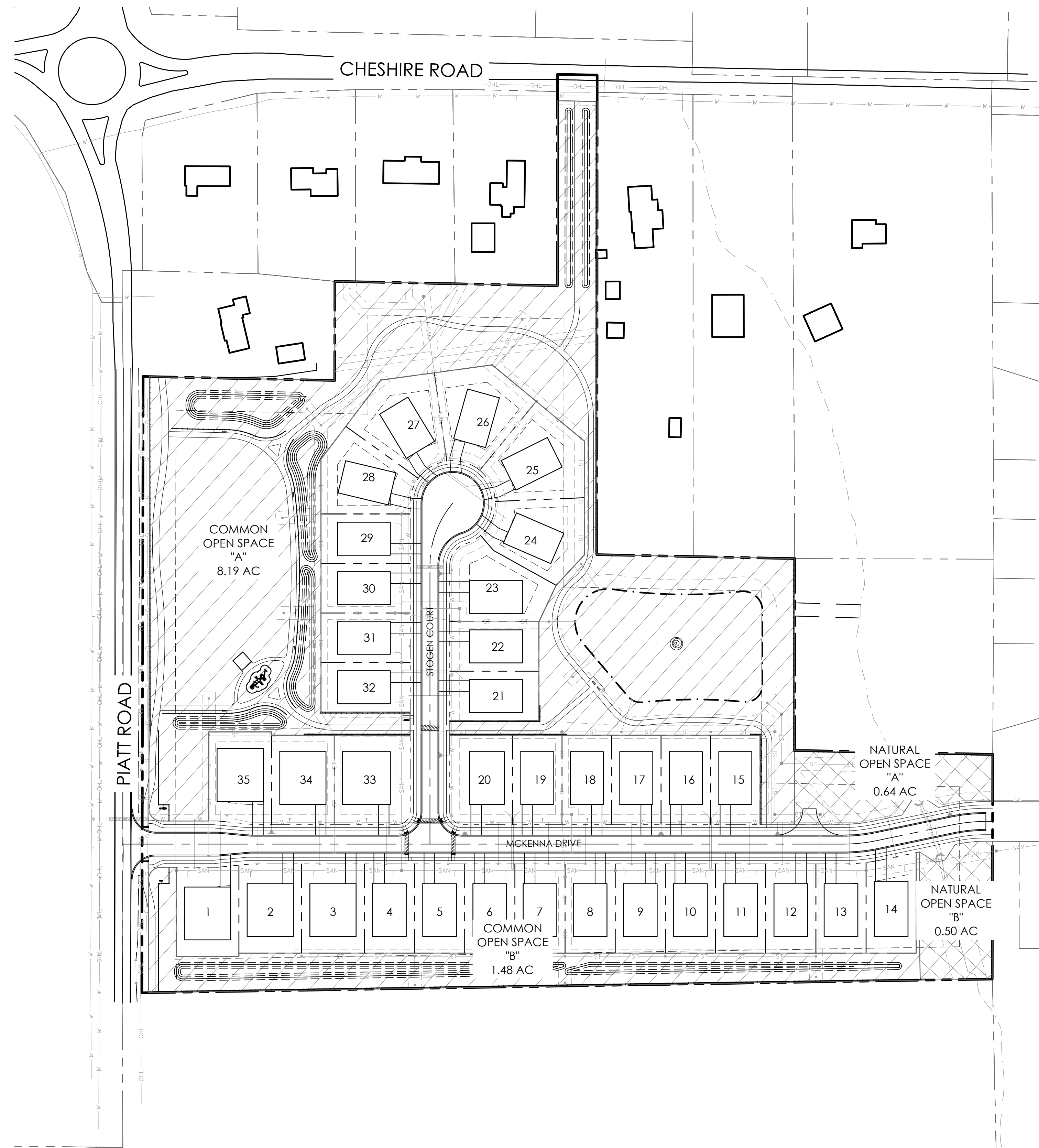
2 MAIN ENTRY SIGN (DOUBLE-SIDED) ELEVATION  
N.T.S.

LANDSCAPE ENLARGEMENT PLAN

MAEVE MEADOWS  
PREPARED FOR PULTE GROUP  
DATE: 7/5/22

EXHIBIT D-2





#### SITE DATA

TOTAL ACRES	± 23.838 AC
COMMON OPEN SPACE	± 9.67 AC
NATURAL OPEN SPACE	± 1.14 AC
TOTAL OPEN SPACE	± 10.81 AC
%OPEN SPACE (20% REQUIRED)	45.3%

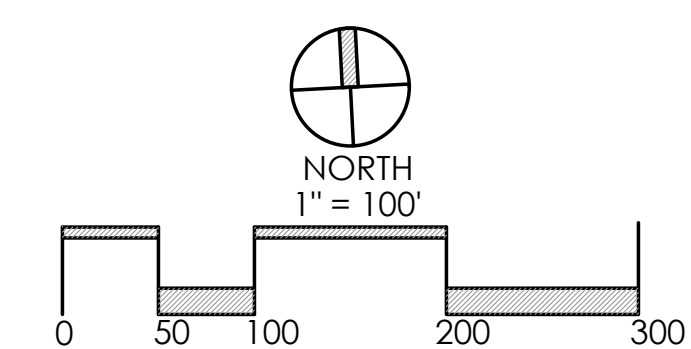
## OPEN SPACE PLAN

# MAEVE MEADOWS

PREPARED FOR PULTE GROUP

DATE: 7/5/22

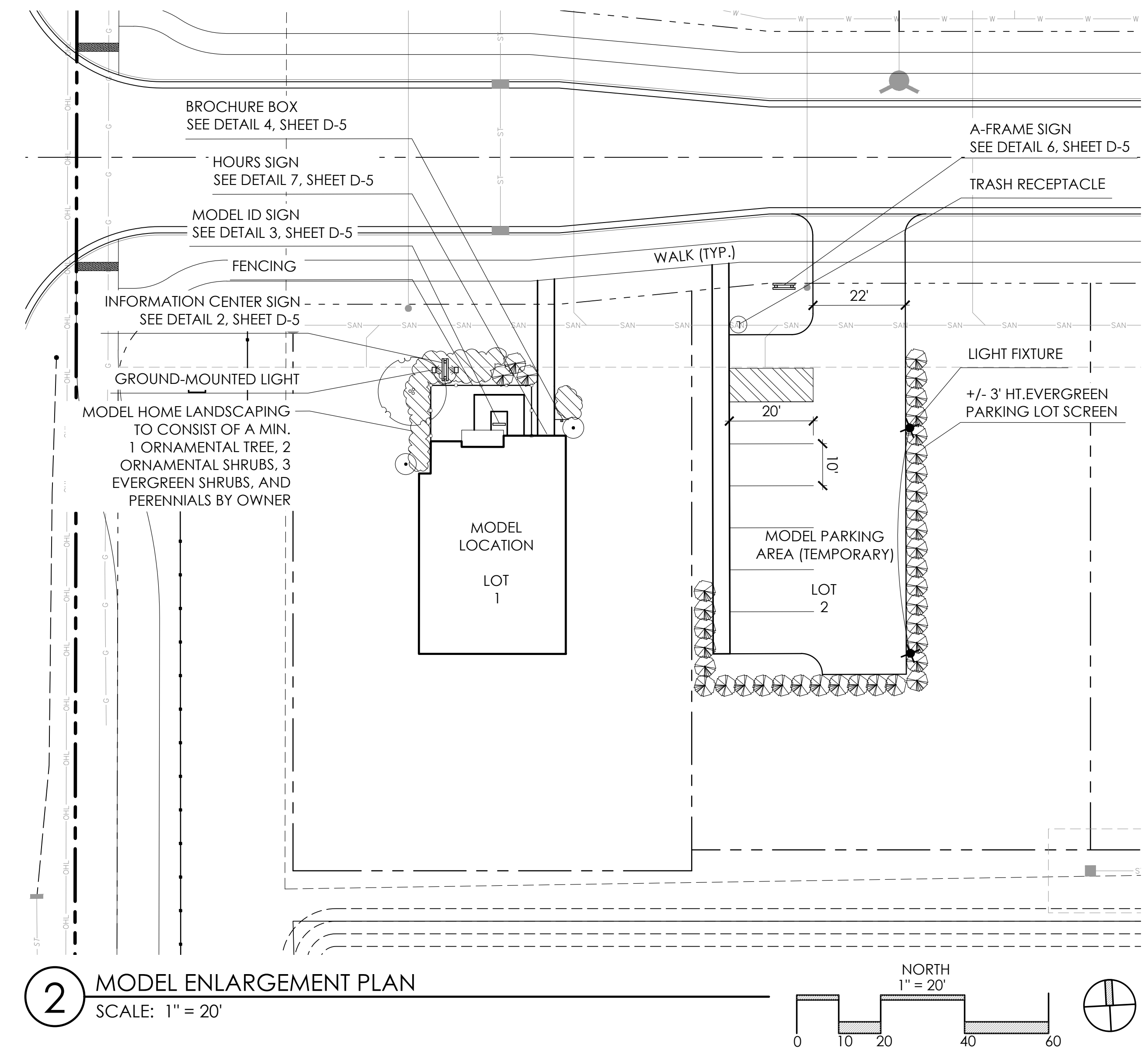
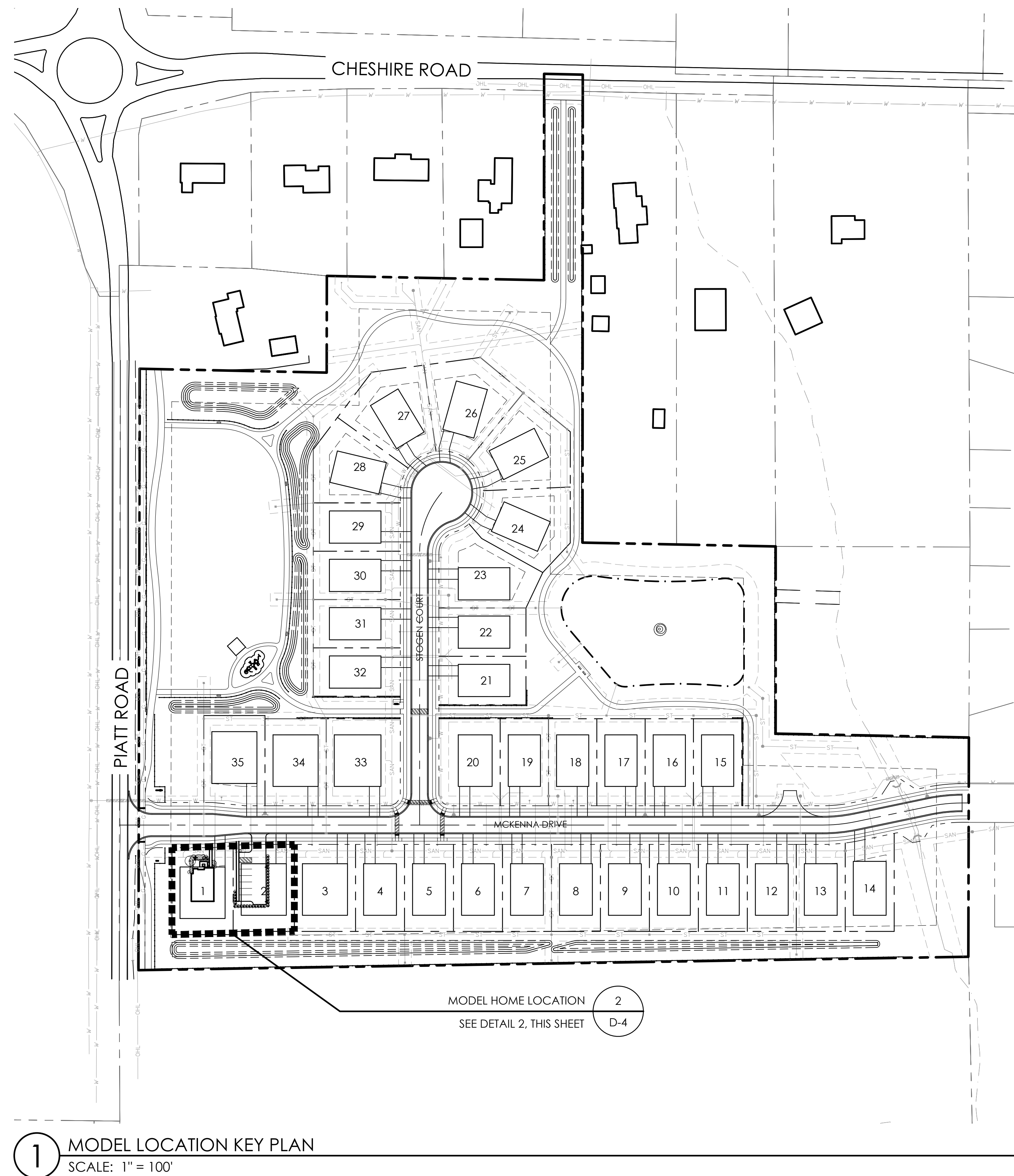
## EXHIBIT D-3



**Faris Planning & Design**

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

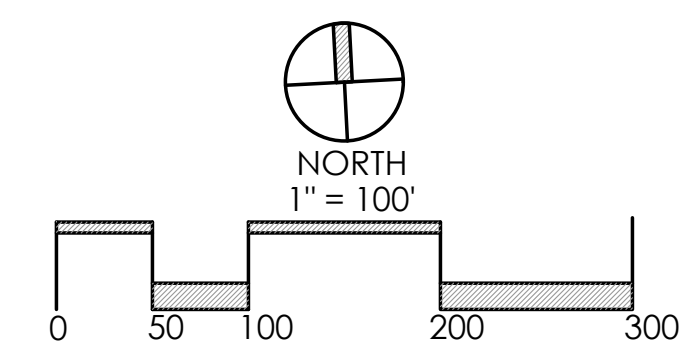




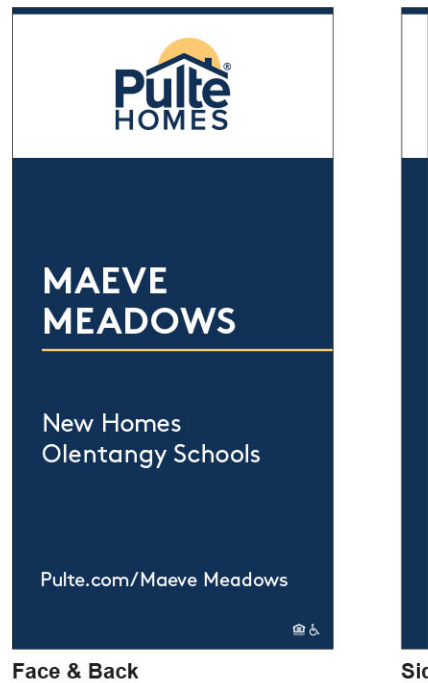
# MODEL LOCATION KEY & ENLARGEMENT PLANS

# EXHIBIT D-4

**MAEVE MEADOWS**  
PREPARED FOR PULTE GROUP  
DATE: 7/5/22



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



Face & Back Side

1. Double sided, ground level, aluminum cabinet
2. Community entrance
3. Dimensions: 48" x 96"

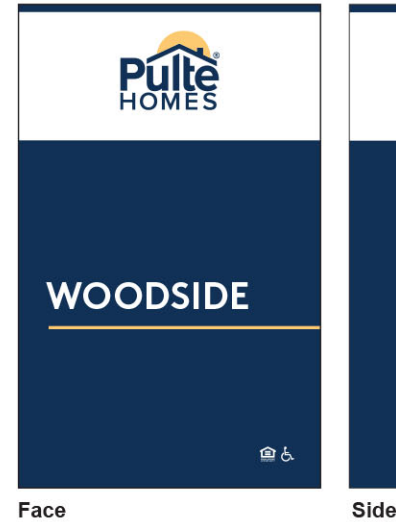
① ENTRANCE SIGN  
SCALE: N.T.S.



Face & Back Alt. Back Side

1. Double sided, ground level, aluminum cabinet
2. Located at decorated model
3. Dimensions: 36" x 72"

② HOME GALLERY SIGN  
SCALE: N.T.S.



Face Side

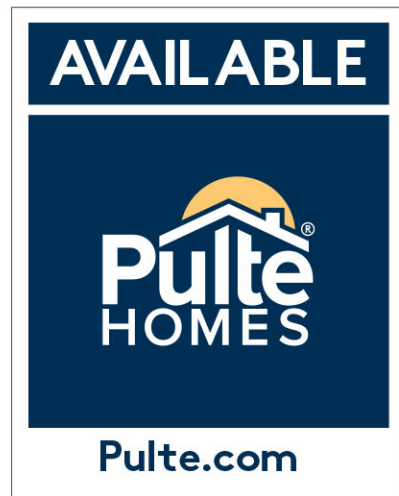
1. Double sided, ground level, aluminum cabinet
2. Located at decorated model
3. Dimensions: 20" x 32"

③ MODEL ID SIGN  
SCALE: N.T.S.



1. Brochure box constructed out of PVC with vinyl graphics pantone 540C
2. Located at decorated model

④ BROCHURE BOX  
SCALE: N.T.S.



1. Corrugated PVC sign
2. Located at home sites
3. Dimensions: 24" x 30"

⑤ SOLD AND AVAILABLE LOT SIGNS  
SCALE: N.T.S.



1. Corrugated PVC panel for A-Frame
2. Located at in community
3. Dimensions: 20" x 32"

⑥ A-FRAME DIRECTIONAL SIGN  
SCALE: N.T.S.



## HOME GALLERY HOURS

Monday: 11:00am - 6:00pm  
Tuesday: 11:00am - 6:00pm  
Wednesday: 11:00am - 6:00pm  
Thursday: 11:00am - 6:00pm  
Friday: 11:00am - 6:00pm  
Saturday: 11:00am - 6:00pm  
Sunday: 12:00pm - 5:00pm

1. White vinyl on first surface of glass door
2. Located at decorated model
3. Dimensions: 14" x 14-1/2"

⑦ HOME GALLERY HOURS  
SCALE: N.T.S.

## MODEL HOME SIGNAGE

# MAEVE MEADOWS

PREPARED FOR PULTE GROUP  
DATE: 7/5/22

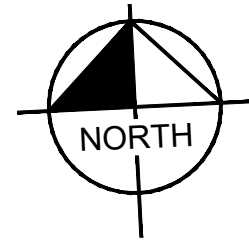
## EXHIBIT D-5




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



This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kinley-Horn and Associates, Inc. shall be without liability to Kinley-Horn and Associates, Inc.











GRAPHIC SCALE IN FEET



0 40 80 160

A diagram of a 1D lattice with two sites, 954 and 955. Site 954 is occupied by a fermion (black dot) and site 955 is occupied by a boson (grey circle). The sites are connected by a horizontal line with 'W' labels at the ends. The fermion is labeled 'F' and the boson is labeled 'B'.

- |                               |   |                                   |
|-------------------------------|---|-----------------------------------|
| EXISTING PROPERTY LINE        |  | PROPOSED WATER LINE               |
| EXISTING RIGHT-OF-WAY         |  | PROPOSED FIRE HYDRANT             |
| EXISTING INDEX CONTOUR        |  | PROPOSED SANITARY SEWER           |
| EXISTING INTERMEDIATE CONTOUR |  | PROPOSED SANITARY MANHOLE         |
| EXISTING WATERLINE            |  | PROPOSED STORM SEWER LINE         |
| EXISTING FIRE HYDRANT         |  | PROPOSED CATCH BASIN              |
| EXISTING SANITARY SEWER       |  | PROPOSED CURB INLET               |
| EXISTING MANHOLE              |  | PROPOSED HEADWALL                 |
| PROPOSED PROPERTY LINE        | × TC 955.90   | PROPOSED TOP OF CASTING ELEVATION |
| PROPOSED RIGHT-OF-WAY         | × LP 956.20   | PROPOSED LOW POINT ELEVATION      |
| PROPOSED CENTERLINE           | × HP 956.47   | PROPOSED HIGH POINT ELEVATION     |
| PROPOSED PAVEMENT EDGE        | × ME 956.47   | MATCH EXISTING ELEVATION          |

1. THE FINISHED GROUND ELEVATION HAS BEEN ESTABLISHED AS THE MINIMUM GRADE AROUND THE FINISHED STRUCTURE TO ENSURE PROPER DRAINAGE. ENGINEERS FROM THE BUILDER MAY SET AN ELEVATION HIGHER THAN THIS MINIMUM DEPENDING ON THE TYPE OF STRUCTURE TO BE BUILT AND THE AMOUNT OF BASEMENT EXCAVATION TO BE GENERATED. ALL EARTHWORK (STREET EXCAVATION AND OVERLOT GRADING) SHALL BE WITHIN  $\pm 0.1$  FEET OVERLOT GRADING SHALL BE TO PROPERTY LINE GRADES (NOT PAD ELEVATIONS). SURVEYOR SHALL GIVE A CUT OR FILL TO THIS ELEVATION FROM ONE OR MORE STAKES.
2. DRIVEWAY SLOPES SHALL MAINTAIN A SLOPE OF NOT LESS THAN 3% AND AND NO GREATER THAN 8%.
3. MAXIMUM SLOPE AWAY FROM HOUSE IS 3:1. EXPOSE BLOCK AS NECESSARY.
4. ALL CURB ELEVATIONS PROVIDED ARE BOTTOM OF CURB.
5. ALL FILL IN THE AREA OF RIGHT-OF-WAY SHALL BE MADE IN ACCORDANCE WITH ITEM 203.
6. CONTRACTOR IS RESPONSIBLE FOR REVIEWING GEOTECHNICAL REPORT SPECIFIC TO THE PROJECT SITE AND FOLLOWING THE SITE PREPARATION RECOMMENDATIONS, INCLUDING THE REMOVAL AND MITIGATION OF UNSUITABLE MATERIAL. IF A GEOTECHNICAL REPORT WAS NOT PREPARED FOR THE PROJECT SITE, CONTRACTOR SHALL TAKE ALL RISKS ASSOCIATED WITH SUBSURFACE FINDINGS.
7. THE CONTRACTOR, BUILDER AND/OR HOME OWNER SHALL MAINTAIN DITCH FOR SIDE YARD FLOOD ROUTING AT ELEVATIONS INDICATED BETWEEN HOUSES AT ALL TIMES, EVEN DURING HOUSE CONSTRUCTION. NO ABOVE GRADE STRUCTURES, DAMS OR OTHER OBSTRUCTIONS TO THE FLOW OF STORM WATER RUNOFF ARE PERMITTED WITHIN THE DRAINAGE EASEMENT AREAS.
8. IT SHALL BE THE RESPONSIBILITY OF THE EARTHWORK CONTRACTOR TO MAINTAIN DRAINAGE OR PROVIDE DRAINAGE DIVERSIONS AT ALL TIMES DURING EARTHWORK OPERATIONS. THE COST FOR ALL MATERIALS REQUIRED FOR THIS WORK (IE. TEMPORARY PIPES, TEMPORARY SWALES) IS TO BE INCLUDED IN THE BID.
9. PONDS WITH HEADWALLS AND END WALLS THAT ARE EXPOSED TO VIEW SHALL BE TREATED WITH REAL OR SYNTHETIC STONE TO RESEMBLE STONE WALLS. ALL STONE SHALL EXTEND TO OR BELOW THE GRADE OF EARTH SO THAT ANY EXPOSURE DUE TO LOW WATER CONDITIONS ONLY HAD EXPOSED STONE, NOT CONCRETE.
10. PONDS WILL HAVE AERATOR FOUNTAINS TO MAINTAIN WATER QUALITY. FOUNTAINS SHALL HAVE A SPRAY PATTERN OF 10' HEIGHT MINIMUM.

HOWARD FARMS - SECTIONS 2 & 3  
FOR REFERENCE ONLY



Kevin Keeshan

[illegible]





# Delaware County

## Regional Sewer District

**Executive Director**  
Michael A. Frommer, P.E.

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

September 22, 2020

Justin Wollenberg, P.E.  
Terrain Evolution  
720 East Broad Street  
Suite 203  
Columbus, OH 43215

sent via email: [jwollenberg@terrainevolution.com](mailto:jwollenberg@terrainevolution.com)

Re: **Request for Sewer Capacity**  
Maeve Meadows, Berlin Township  
Parcels: 41831001068000

Dear Mr. Wollenberg:

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 49 Equivalent Residential Unit(s) (ERU).

Capacity is available to serve the proposed project. Extensions from the existing sanitary sewer will be necessary to provide service to the proposed buildings.

Please be aware that downstream improvements to the Peachblow pump station and forcemain will be conducted by the County and construction sequencing might impact future phasing of the proposed development.

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

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

Sincerely,

Kelly Thiel  
Staff Engineer III  
Delaware County Regional Sewer District

cc: Correspondence File

EXHIBIT E-2

*Officers*

**DAVID A. BENDER**

*President*

**PERRY K. TUDOR**

*Vice President*

**ROBERT W. JENKINS**

*Secretary*

**G. MICHAEL DICKEY**

*Treasurer*

**GLENN MARZLUF**

*General Manager/CEO*

**SHANE CLARK**

*Deputy General Manager*



**6658 OLENTANGY RIVER ROAD**

**DELAWARE, OHIO 43015**

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

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

*Directors*

**BRUCE A. BLACKSTON**

**BRIAN P. COGHLAN**

**WILLIAM E. COLE**

**DOUGLAS D. DAWSON**

**PAMALA L. HAWK**

**TIMOTHY D. MCNAMARA**

May 27, 2021

Mr. Dan Rhine  
Terrain Evolution  
720 East Broad St., Suite 203  
Columbus, Ohio 43215

Via Email: [drhine@terrinevolution.com](mailto:drhine@terrinevolution.com)

RE: Water Availability – Maeve Meadows, LLC Property

Dear Mr. Rhine:

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

Proposed Land Use: ±43 single-family homes.

Location: Southeast corner of Cheshire Rd. and Piatt Rd.

Land Size: ±23.838 acres

This site can be served from an existing 12-inch waterline located on Cheshire Rd. and an 8-inch waterline on Piatt Rd.

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

Sincerely,  
DEL-CO WATER COMPANY, INC.

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



An **AEP** Company

*BOUNDLESS ENERGY<sup>SM</sup>*

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

6/2/2021

**Dan Rhine, E.I.**  
**Terrain Evolution**  
**720 E Broad St, Suite 203**  
**Columbus, OH 43215**

RE: AVAILABILITY OF ELECTRICAL SERVICE

**Maeve Meadows**

To Whom It May Concern:

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

Our records indicate your project; a single-family residential development, is located on 23.838 acres, on the southeast side of Piatt Rd and Cheshire Rd, in Berlin Township, Delaware County, Ohio.

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

Sincerely,

**Erik Schaas**  
Customer Design Supervisor

June 27, 2016

Terrain Evolution  
Attn: Chad Keaton  
720 E Broad Street  
Columbus, OH 43215

Re: 16-033 Schanck Properties

Thank you for choosing Columbia Gas of Ohio, Inc. (COH), a NiSource Company, to serve your natural gas needs to your new proposed residential project. This letter is to confirm COH does have facilities in the area. Columbia Gas does have main on Cheshire Rd and is currently evaluating the possibility of getting natural gas infrastructure extended along Gregory RD. Once the Attachment A of the Information Request Packet has been answered (you will receive when this comes to fruition) and returned and all other requested information is released to the COH New Business Team, the length of main line required to serve the subdivision, and any capacity issues will be determined; as well as any deposit and/or Aid-To-Construction costs that may be required.

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

If you have any questions regarding availability, or how it is determined, please feel free to contact me at 614-460-6354 Monday-Friday. Columbia Gas and I look forward to partnering with you on this and future projects.

Sincerely,



Columbia Gas of Ohio  
Joe Codispoti  
New Business Development Manager

# SUBURBAN NATURAL GAS COMPANY

ESTABLISHED 1882

211 FRONT STREET, P.O. BOX 130  
CYGNET, OHIO 43413-0130

(419) 655-2345  
FAX: (419) 655-2274

2626 LEWIS CENTER ROAD  
LEWIS CENTER, OHIO 43035-9206

(740) 548-2450  
FAX: (740) 549-4939

June 4, 2021

Terrain Evolution  
Dan Rhine, EI  
VIA EMAIL  
drhine@terrainevolution.com

RE: Maeve Meadows Service Availability

Dear Dan:

In response to your request for natural gas service availability to the approximately 23.838 acres located on the southeast of Piatt Road and Cheshire Road, Delaware County, Ohio, Suburban Natural Gas Company does have natural gas service available to the above described location.

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

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

Cordially,



Aaron Roll  
Vice President  
System Development

AR/hc

cc: D. Joseph Pemberton





2780 Liberty Rd.  
Delaware Ohio 43015

September 14, 2016

Chad Keaton  
Terrain Evolution  
720 East Broad St.  
Suite 203  
Columbus, OH 43215

Reference: Utility Service Request – #41832001008000, 41832001010000, and 41831001037000

Dear Chad :

This letter is being issued to you to confirm that Frontier Communications will provide any telecommunications services required to the proposed Single Family Lot parcel for Residential development located in Delaware County on Cheshire Rd.

Please provide preliminary & final construction drawings to me, Robert Chandler at 2780 Liberty Rd. Delaware Ohio 43015. If you have any questions or concerns please contact me at 740-369-0826.

Sincerely,

*Robert Chandler*  
Robert Chandler  
Network Engineer – Frontier Communications



**Berlin Township  
Fire Department**  
2708 Lackey Old State Road  
Delaware, Ohio 43015  
(740) 548-6031

**Fire Chief Craig A. Hall  
Lt. Steve Arnold, Fire Prevention**

---

Date: 11/12/2021  
To: Joe Thomas  
From: Lt. Steve Arnold  
Subject: Berlin Twp. Fire Department Plan Review

**APPROVED for Preliminary review only.**

I am writing in response to your request regarding the proposed land use development known as **Maeve Meadows**/formerly known as Southwoods. This Section of land is located in Berlin Township and Berlin Township Fire Department does provide fire protection for this area. Berlin Twp. FD has reviewed the project drawings as needed with the following concerns. Items to be addressed at final review.

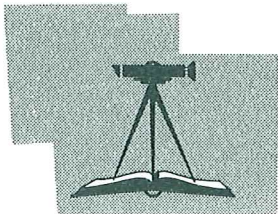
- 1) Dead end street shall have a hammerhead turn around per OFC Appendix D, 120' HAMMERHEAD (Hard copy of the OFC forwarded to Berlin Twp. Zoning.)
- 2) Waterline Main shall connect to the largest water main on Piatt Rd.
- 3) Street signage.
- 4) Fire hydrants shall flow 1000 gpm.

This plan review is for **Preliminary plan review only**. Please make needed corrects and resubmit for final review when required.

We appreciate the opportunity to work with you in the future and thank you for your interest in Berlin Township. If we can be of any further assistance please do not hesitate to call or visit our 2708 Lackey Old State location.

Respectfully,

Lt. Steve Arnold, CFSI



---

# Delaware County Engineer

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

**Robert M. Riley, P.E.**  
*Chief Deputy Engineer*

---

September 14, 2016

Berlin Township Zoning Board  
3271 Cheshire Rd.  
Delaware, OH 43015

Re: Schanck Properties – Cheshire Road  
Berlin Township

Dear Zoning Board Members:

The Delaware County Engineer's Office (DCEO) has reviewed the conceptual layout for three (3) residential subdivisions along Cheshire Road, east of Gregory Road in Berlin Township. A copy of the conceptual plan is attached for reference.

The conceptual layout appears to be feasible; however modifications should be considered as shown in red in the attached plan markup.

It appears that the conceptual layout proposes stormwater management controls, which will be required for this project. The developer will need to verify that an adequate drainage outlet exists for these development sites or provide one if none is found. Drainage, Erosion and Sedimentation Control (DESC) requirements are also required.

Turn lanes will be required along Cheshire Road. A Traffic Study is required to determine if any other improvements are necessary in the area, including a southbound turn lane into the property south of Cheshire Road. Additional study areas may be outlined during the MOU process.

Please note the plan reviewed is preliminary in nature and therefore only addresses the conceptual layout. Preliminary and final engineering plans will need to be submitted that comply with the current edition of the Delaware County Engineer's Design, Construction and Surveying Standards Manual.

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

Sincerely,

John Piccin, P.E., P.S.  
Deputy Development Engineer

cc: Thom Reis, Terrain Evolution  
Chet Heid, Berlin Township Zoning Inspector  
Scott Sanders, DCRPC  
Rob Riley, Mike Love, Tiffany Jenkins, Cindy Davis, DCEO

encl

EXHIBIT E-9









November 19, 2020

**APPROVED**

*By mlove at 1:55 pm, Dec 15, 2020*

Mr. Michael Love, PE, PTOE  
Delaware County Engineer's Office  
50 Channing Street  
Delaware, OH 43015

**Re: Schanck-Roll Properties Traffic Study REV 1 Addendum 2**  
Berlin Township, Delaware County, Ohio

Dear Mike:

Please consider this letter an addendum to the Schanck-Roll Properties Traffic Study REV 1 dated November 2, 2016 which was approved as noted by the Delaware County Engineer's Office (DCEO) on January 26, 2017. There was also a previous addendum: Addendum 1 dated June 11, 2019 and approved as noted on June 27, 2019.

## **BACKGROUND**

The *Schanck-Roll Properties Traffic Study REV 1* considered three separate sites that were proposed to be developed with single family homes. The sites are in the vicinity of the intersection of Cheshire Road & Piatt Road. The following are the proposed changes covered in this Addendum (A site plan is attached):

- Eaststone Crossing site (NE-79 Dwelling Units)
  - In Addendum 1, changed to "Piatt Preserve East" with 22 dwelling units proposed and noted that this site may still have original property tributary to this access.
  - Originally proposed to have access to the Piatt Road Extension when built, but in Addendum 1 was not proposed.
  - In addition to the 22 lots of "Piatt Preserve East, "Berlin Bluffs" with 120 lots has been added with the access to Cheshire Road proposed again.
- Westfield Lakes site (NW-75 Dwelling Units)
  - In Addendum 1, changed to "Piatt Preserve West" with 112 dwelling units proposed.
  - Originally proposed to have access to Gregory Road and Cheshire Road.
  - In Addendum 1, proposed to have access to the Piatt Road extension and not Cheshire Road.
  - No changes for Addendum 2.

- The Southwoods site (SE-30 Dwelling Units)
  - Originally proposed to have access to Piatt Road.
  - No changes were proposed in Addendum 1.
  - Now “Maeve Meadows” with 49 dwelling units proposed.

Site plans for Berlin Bluffs and Maeve Meadows are attached. For any Addendum 2 Analysis, all references including the edition of the Trip Generation Manual, the average rates, and the Opening Day year/Design Year will be retained from the Schanck-Roll Properties Traffic Study REV 1 for consistency.

## PROJECTED SITE TRAFFIC

The revised site traffic was computed using *Trip Generation, 9th Edition*, published by the Institute of Transportation Engineers (ITE). The land use “Single Family Detached Housing” (ITE Code #210) was used for the traffic. The rates were established in the REV 1 study based on the regression equations for the 184 lots. The revised Table 2 is attached and shows a summary of the trip generation calculations.

## 2017 AND 2027 TRAFFIC

For reference, Figures 3-6 attached were revised to reflect the changes to the site unit counts and access locations through this Addendum.

## TURN LANE WARRANT/TURN LANE LENGTH ANALYSES

With a full access proposed on Cheshire Road for Berlin Bluffs and addition of site traffic to the Piatt Preserve East and Maeve Meadows accesses on Piatt Road, turn lane warrants needed to be reassessed. The graphs for all referenced turn lane analyses are attached.

### Piatt Road Extension & Piatt Preserve East Access

**Left Turn Lane Warrant** - Piatt Road is a three-lane section so the existing two-way left turn lane provides a left turn lane for Piatt Preserve East.

**Right Turn Lane Warrant** - For a right turn lane warrant, through traffic on Piatt Road had to be estimated. The DCEO provided a 2038 ADT on the Piatt Road extension. Based on this, the northbound 2038 through volume in the PM Peak would be estimated as follows:

$$7200 \times (K=0.10) \times (D=0.55) = 396$$

The DCEO right turn lane requirements are per the ODOT graphs found in the *ODOT L&D Manual*. Plotting (396,38) developed above on the right turn lane warrant graph indicates a right turn lane is not warranted.

### Piatt Road & Maeve Meadows Access

**Left Turn Lane Warrant** - According to the *TIS Standards*, the criteria to determine if left turn lanes are warranted on major collector streets with posted speeds 40 MPH and above is if there are more than 10 left turning vehicles during the peak hour for full build-out of the development. The projected site traffic



for the southbound left turn movement is 9 vehicles in the PM Peak hour so a left turn lane is not warranted.

**Right Turn Lane Warrant** - Per the *TIS Standards*, the procedure for determining whether a right turn lane is required is according to the procedures found in the *ODOT L&D Manual* which is referenced from the *State Highway Access Management Manual (SHAMM)*. The results show a right turn lane is not warranted.

#### **Cheshire Road & Berlin Bluffs Access**

**Left Turn Lane Warrant** - According to the *TIS Standards*, the criteria to determine if left turn lanes are warranted on an arterial street with posted speeds 40 MPH and above is if there are more than 10 left turning vehicles during the peak hour for full build-out of the development. The projected site traffic for the eastbound left turn movement is 34 vehicles in the PM Peak hour so a left turn lane is warranted.

The length of the left turn lane was calculated per Section 400 of the *ODOT L&D Manual*. The posted speed limit was used as the speed in the calculations. The result is a 175-foot left turn lane which includes the 50-foot diverging taper. The calculations are attached. A concept widening plan prepared by Terrain Evolution is attached.

**Right Turn Lane Warrant** - Per the *TIS Standards*, the procedure for determining whether a right turn lane is required is according to the procedures found in the *ODOT L&D Manual* which is referenced from the *State Highway Access Management Manual (SHAMM)*. The results show a right turn lane is not warranted.

## **CHESHIRE ROAD & PIATT ROAD INTERSECITON**

The approach volumes for 2027 were affected by the increase in units and revised access points. Table 6 was updated to reflect the current 2027 Build approach volumes. The approach 2037 'No Build' volumes generally remain higher than the 2027 'Build' volumes. The 2027 'Build' total approach volume into the intersection is lower than the 2037 'No Build' so the site traffic will not have an impact on the intersection.

<b>Approach</b>	<b>Linear Annual Growth Rate</b>	<b>2015 to 2037 Factor</b>	<b>2027 'Build' Approach Volume AM Peak/ PM Peak</b>	<b>2037 'No Build' Approach Volume AM Peak/ PM Peak</b>
Cheshire Rd EB at Piatt Rd	3.00%	1.660	279 / 386	354 / 385
Cheshire Rd WB at Piatt Rd	3.00%	*1.630	376 / 429	410 / 482
Piatt Rd NB at Cheshire Rd	3.50%	1.770	112 / 223	199 / 204
<b>TOTAL</b>			<b>767/1038</b>	<b>963/1269</b>

\*=Existing Count was taken in 2016.

TABLE 6 – Design Year Comparison



## CHANGES TO CONCLUSIONS

The following is a summary of the changes to the conclusions for each analysis condition. For Addendum 1, strike-throughs denoted items that were no longer applicable and bold items denoted new items. For this Addendum, blue strike-throughs denote items that are no longer applicable and blue bold items denote new items.

### 2017 'Build' & 2027 'Build'

- Gregory Road & Prop. Piatt Preserve West (N) ~~Westfield Lakes Access~~
  - A southbound left turn lane is not warranted. (**Cul-de-sac Street**)
  - A northbound right turn lane is not warranted. (**Cul-de-sac Street**)
- Gregory Road & Prop. Piatt Preserve West (S) Access
  - A southbound left turn lane is not warranted. (**Cul-de-sac Street**)
  - A northbound right turn lane is not warranted. (**Cul-de-sac Street**)
- ~~Cheshire Road & Prop. Westfield Lakes Access~~
  - ~~An eastbound left turn lane is warranted. The length of the lane is 175 feet which includes the 50 foot diverging taper.~~
  - ~~A westbound right turn lane is not warranted.~~
- Piatt Road Extension & Prop. Piatt Preserve West Access
  - Since the Piatt Road Extension is three lanes, pavement will exist for a northbound left turn lane.
  - A southbound right turn lane is not warranted.
  - When this access is built, a cul-de-sac will be required at the end of Gregory Road.
- Piatt Road Extension & ~~Ex. Prop.~~ Piatt Preserve East ~~Eaststone Crossing Access~~
  - ~~The southbound left turn movement has three or fewer peak hour left turns which does not meet the DCEO's ten vehicle threshold for criterion 3. Because design traffic has not been developed yet for the Piatt Road extension, criterion 1 could not be analyzed but there are a minor number of left turns. Because the Piatt Road extension is a three-lane section, a two-way left turn lane accommodates the left turn movement.~~
  - ~~Since design traffic was not available for the Piatt Road extension, the right turn lane warrant analysis could not be performed. However, based on the 46 (this volume will be fewer since there are fewer lots) right turning vehicles in the~~





~~PM Peak, the through movement threshold is approximately 325 through vehicles. On Piatt Road south of Cheshire Road, the northbound approach volume is 199 vehicles so it is unlikely the volume north of Cheshire would exceed the threshold.~~

**A northbound right turn lane is not warranted.**

- ~~Cheshire Road & Prop. Eaststone Crossing Access~~
  - ~~Until the Piatt Road extension is open to traffic (expected in 2019), an access on Cheshire Road will be allowed with no associated improvements. When the Piatt Road extension is open, the Cheshire Road access will be closed.~~
- **Cheshire Road & Prop. Berlin Bluffs Access**
  - **An eastbound left turn lane is warranted. The length of the lane is 175 feet which includes the 50-foot diverging taper. The developer is requesting a fee in lieu of constructing this left turn lane.**
  - **A westbound right turn lane is not warranted.**
- **Piatt Road & Prop. Maeve Meadows Southwoods Access**
  - A southbound left turn lane is not warranted.
  - A northbound right turn lane is not warranted.
- **Cheshire Road & Piatt Road**
  - The public project will have a design year at least 10 years beyond the 2027 traffic developed for this project. The approach 2037 'No Build' volumes are higher than the 2027 'Build' volumes so the site traffic will not have an impact on the intersection.

## **MITIGATION (DEVELOPER IMPACTS)**

### Mitigation

This section summarizes the developer mitigation based on the design year unless noted otherwise. All necessary public roadway improvements associated with the development, including any required off-site improvements, shall be constructed with the first phase of construction, except as agreed upon by the Delaware County Engineer.

- **Gregory Road & Prop. Piatt Preserve West (N) Access**
  - No Improvements
- **Gregory Road & Prop. Piatt Preserve West (S) Access**
  - No Improvements



- Piatt Road Extension & Prop. Piatt Preserve West-Access
  - When this access is built, a cul-de-sac will be required at the end of Gregory Road.
- Cheshire Road & Prop. Berlin Bluffs Access
  - An eastbound left turn lane is warranted. The length of the lane is 175 feet which includes the 50-foot diverging taper. The developer is requesting a fee in lieu of constructing this left turn lane.
- Piatt Road & Prop. Maeve Meadows Access
  - No Improvements
- Cheshire Road & Piatt Road
  - No Improvements

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

11-19-2020  
Date



Cc: J. Thomas, Jr. - Metro Development





PRELIMINARY DEVELOPMENT PLAN  
FOR

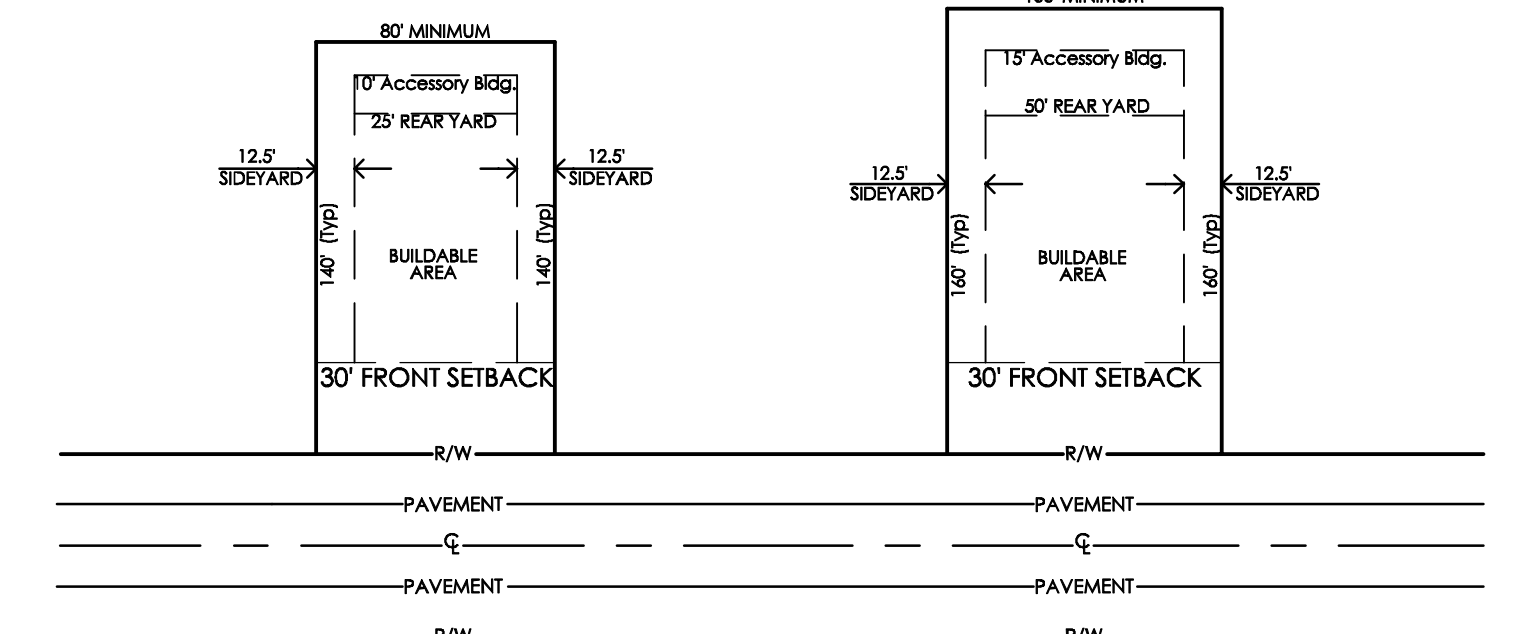
# Piatt Preserve

East & West

BERLIN TOWNSHIP

West (Typ)

East (Typ)



## PIATT PRESERVE WEST

NUMBER OF LOTS: 112  
TOTAL ACREAGE: 76.1 ACRES  
NET DEVELOPABLE ACREAGE: 61.1 ACRES  
POWERLINE AREA ACREAGE: 5.6 ACRES  
(Tot. Ac. x .85 = 50% Pwr Line Ac. = Developable Density Calc.)  
(76.1 Ac x .85 = 64.7 Ac. - 3.6 Ac. = 61.1 Ac.)  
NET DENSITY: 1.83 LOT/AC  
GROSS DENSITY: 1.47 LOT/AC  
  
ZONING CLASSIFICATION: R-3 / PRD Overlay  
OPEN SPACE REQUIRED: 15.2 AC. (20%)  
OPEN SPACE PROVIDED: 20.9 AC. (27%)  
  
LINEAL FEET OF ROAD: 7,392 LIN. FT.  
AVERAGE LOT SIZE: 80' x 140'

### BUILDING SETBACKS

FRONT YARD = 30' (Min.)  
SIDE YARD = 12.5' PER SIDE  
(w/ 3' Pavement Setback for Driveways)  
REAR YARD = 25' (w/ 10' encroachment for Patios, Decks, Porches & Landscape Structures and Accessory Buildings)  
PERIMETER = 50' (w/ 25' encroachment for Patios, Decks, Porches & Landscape Structures and 15' for Accessory Buildings)

## PIATT PRESERVE EAST

NUMBER OF LOTS: 22  
TOTAL ACREAGE: 20.6± AC.  
NET DEVELOPABLE ACREAGE: 17.5 ACRES  
(Tot. Ac. x .85 = Developable Density Calc.)  
(20.6 Ac x .85 = 17.5 Ac.)  
NET DENSITY: 1.25 LOT/AC  
GROSS DENSITY: 1.07 LOT/AC  
  
ZONING CLASSIFICATION: R-2 / PRD Overlay  
OPEN SPACE REQUIRED: 4.1 AC. (20%)  
OPEN SPACE PROVIDED: 6.4 AC. (31%)  
  
LINEAL FEET OF ROAD: 1834 LIN. FT.  
AVERAGE LOT SIZE: 100' x 150'

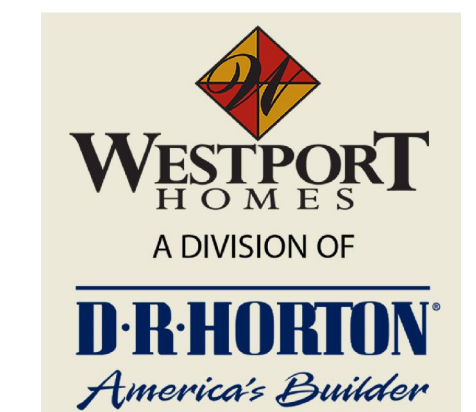
### BUILDING SETBACKS

FRONT YARD = 30' (Min.)  
SIDE YARD = 12.5' PER SIDE  
(w/ 3' Pavement Setback for Driveways)  
REAR YARD = 50' (w/ 25' encroachment for Patios, Decks, Porches & Landscape Structures and 15' for Accessory Buildings)  
PERIMETER = 50' (w/ 25' encroachment for Patios, Decks, Porches & Landscape Structures and 15' for Accessory Buildings)

### NOTES

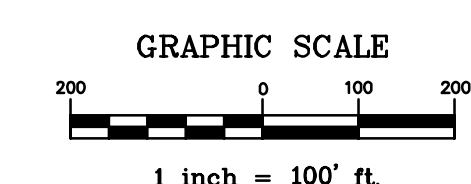
- 1: All of Piatt Preserve is in the Flood Hazard Zone X as shown on the Federal Emergency Management Agency Flood Insurance Rate Map, Map Number 39041C0232 K, effective date April 16, 2009.
- 2: Sidewalks will be provided on both sides of every public right-of-way.
- 3: All community improvements shall be completed prior to Zoning Permit issuance.
- 4: Final Development Plan is subject to minor changes during the Delaware County Final Engineering review process.
- 5: All Reserves shown on the plan will be owned and maintained by the Piatt Reserve Homeowners Association.

OWNER/DEVELOPER



ATTN: TERRY ANDREWS  
507 Executive Campus Dr  
Westerville, OH 43082  
Ph. (614) 891-8545

ENGINEER/SURVEYOR

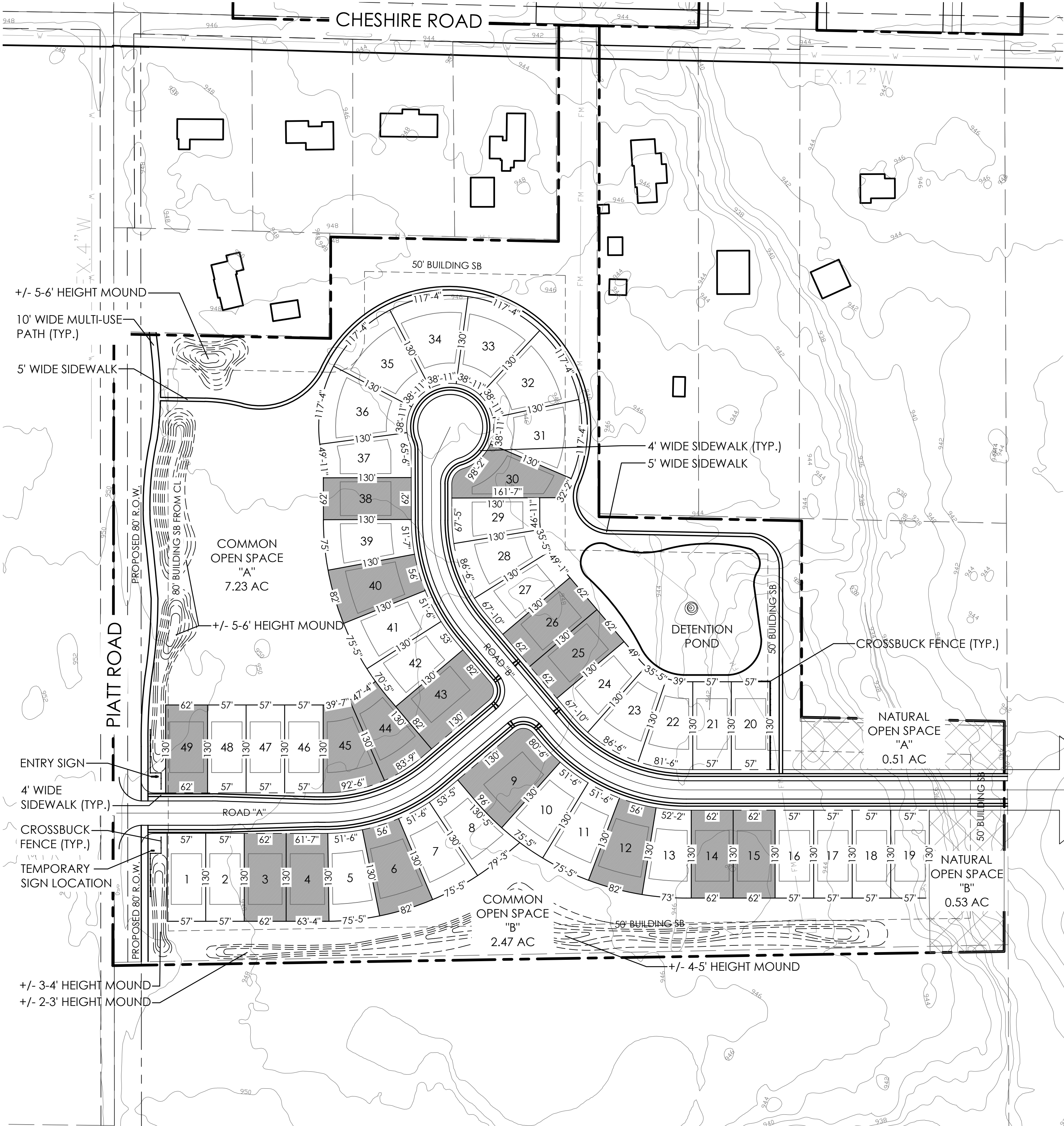


DATE: APRIL 18, 2019









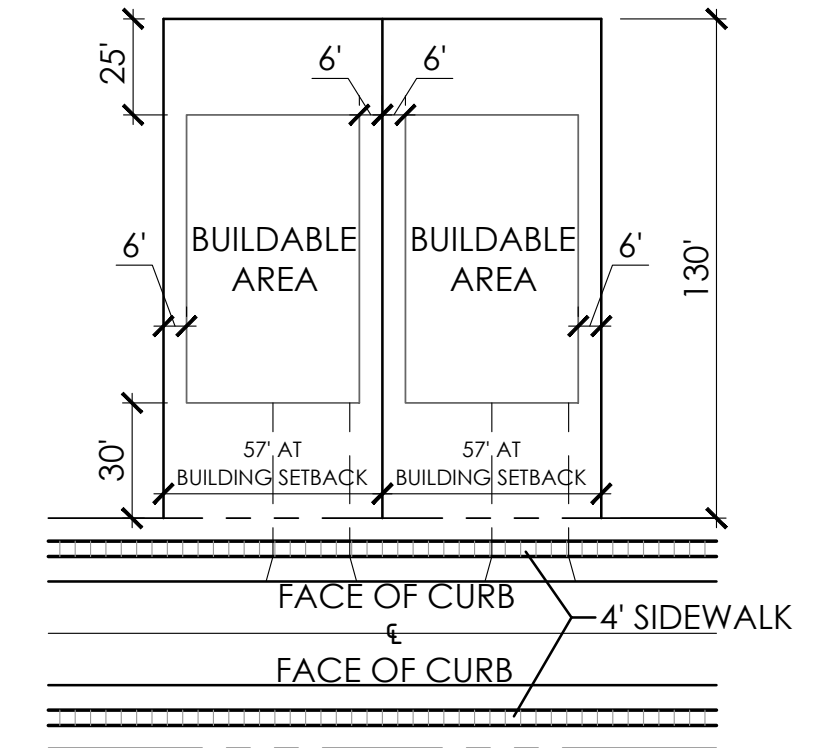
SITE DATA

TOTAL ACRES	± 23.838 AC	SIDE SETBACK	6' REQUESTED
NET DEVELOPABLE AREA	± 20.26 AC	REAR SETBACK	25' REQUESTED, 10' ACCESSORY USES
TOTAL LOTS	49 LOTS	FRONT SETBACK	MIN. 60' FROM CL
57' x 130' LOTS	33 LOTS (67.3%)	PERIMETER SETBACK	50'
62' x 130' LOTS	16 LOTS (32.7%)	MIN. LOT FRONTAGE	38' AT R.O.W. / 57' AT BUILDING SETBACK REQUESTED
NET DENSITY	± 2.41 D.U./AC.	PIATT ROAD SETBACK	80' FROM CL
GROSS DENSITY	± 2.05 D.U./AC.		
COMMON OPEN SPACE	± 9.70 AC		
NATURAL OPEN SPACE	± 1.04 AC		
TOTAL OPEN SPACE	± 10.74 AC		
% OPEN SPACE (20% REQUIRED)	45.05%		
NET DEVELOPABLE CALCULATION:			
23.838 x .85 = 20.26 AC			
		SUBAREA RECOMMENDED PER BERLIN TOWNSHIP COMPREHENSIVE PLAN	DENSITY RECOMMENDED PER NET DEVELOPABLE AND BERLIN TOWNSHIP COMPREHENSIVE PLAN
		8 - SUBURBAN HEART	1.5 DU/AC

LOT SIZES (MIN. 7,410 S.F.)

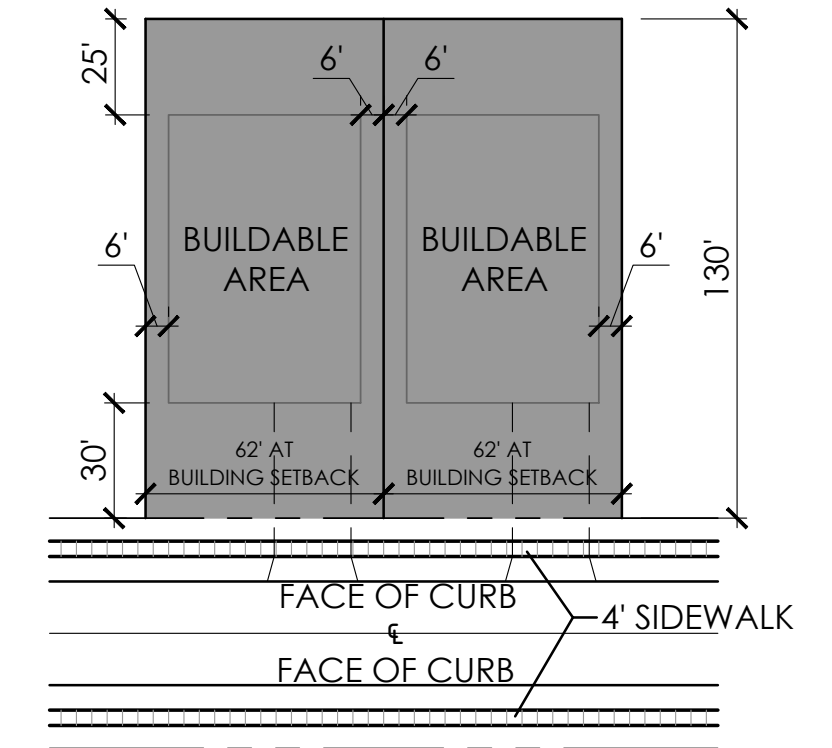
LOT #	SQUARE FEET	LOT #	SQUARE FEET	LOT #	SQUARE FEET
1	7,410	18	7,410	35	10,315
2	7,410	19	7,410	36	10,315
3	8,060	20	7,410	37	7,630
4	8,122	21	7,410	38	8,060
5	8,258	22	7,879	39	8,241
6	8,985	23	7,973	40	8,985
7	8,258	24	7,605	41	8,258
8	8,273	25	8,060	42	8,027
9	11,237	26	8,060	43	10,587
10	8,258	27	7,605	44	8,491
11	8,258	28	7,973	45	8,655
12	8,985	29	7,438	46	7,410
13	8,147	30	9,159	47	7,410
14	8,060	31	10,315	48	7,410
15	8,060	32	10,315	49	8,060
16	7,410	33	10,315		
17	7,410	34	10,315		

57'x130' TYPICAL LOT LAYOUT



NOTE: LOT LAYOUT VARIES WITH LOCATION, SEE PLAN

62'x130' TYPICAL LOT LAYOUT



NOTE: LOT LAYOUT VARIES WITH LOCATION, SEE PLAN

SITE DIVERGENCES

- Section 10.06 A.) Lot Area.  
A divergence is requested to allow the lot area to be reduced to a minimum of 7,410 square feet instead of 14,520 square feet.
- Section 10.06 B.) Lot Frontage.  
A divergence is requested to allow lots to have a minimum 38' lot frontage at the right-of-way instead of 90'. With the minimum frontage at the building setback line to be 57'.
- Section 10.06 F.) Side Yard Setbacks.  
A divergence is requested to allow all side yard setbacks to be reduced to 6' minimum instead of 15'.
- Section 10.06 G.) Rear Yard Requirements.  
A divergence is requested to allow all rear yard setbacks to be reduced to 25' minimum instead of 40'.
- Section 11.08 J.) The permitted density shall not be exceeded.  
A divergence is requested to allow for a net density of 2.41 D.U./AC. instead of the permitted net density of 1.5 D.U./AC.

PRELIMINARY DEVELOPMENT PLAN

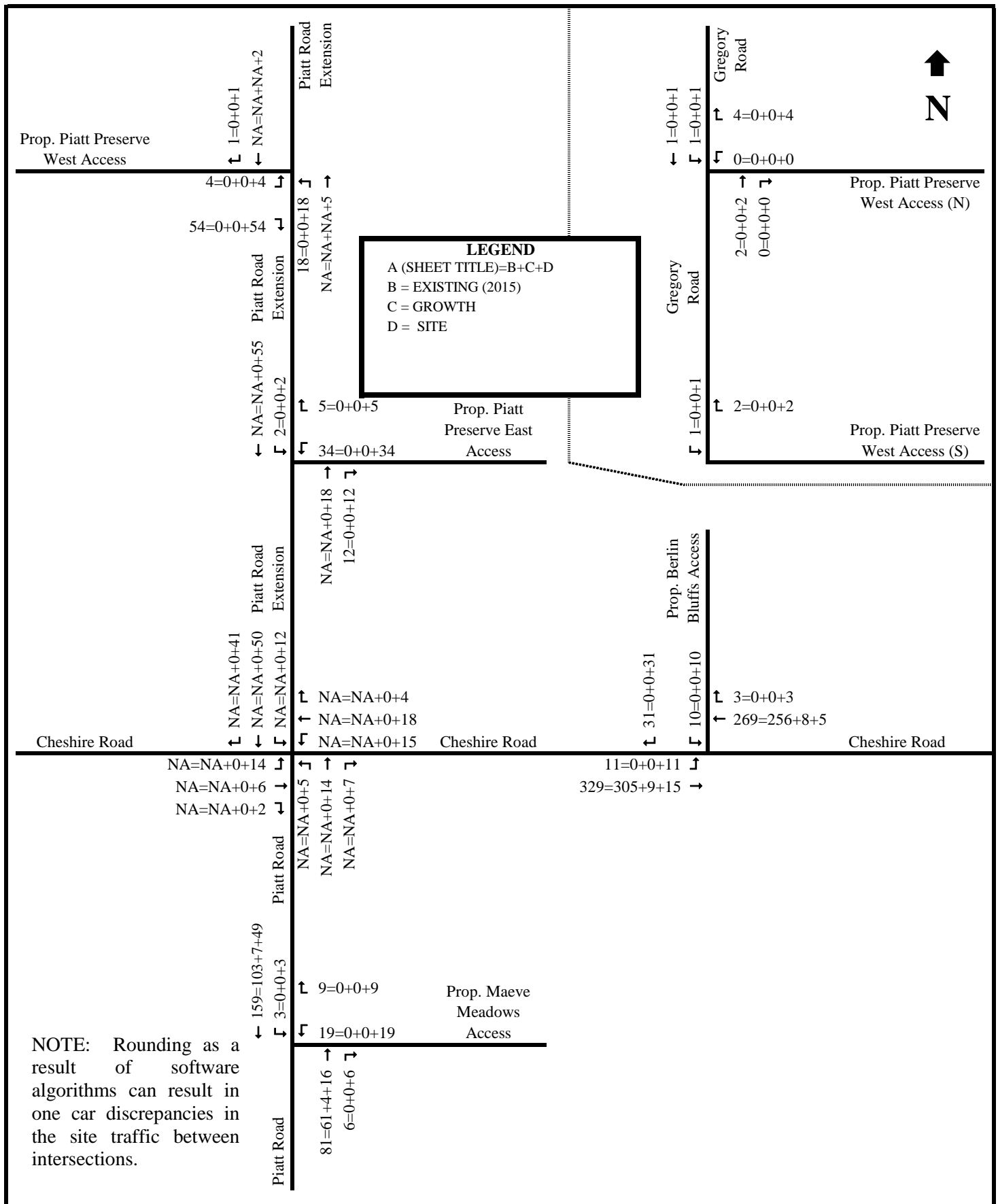
MAEVE MEADOWS  
PREPARED FOR METRO DEVELOPMENT  
DATE: 10/20/20

EXHIBIT C-1

Traffic Study Subarea	Land Use	Time of Day	Data Set from: <i>Trip Generation Manual, 9th Edition</i> (Unless noted Otherwise)	Override with Average	Regression Equation from: <i>Trip Generation Manual 9th Edition</i>	Total Trips	Entering		Exiting	
							%	Total Trips	%	Total Trips
Piatt Preserve West (NW)	Single-Family Detached Housing (Based on 184 Dwelling Units) (Non ITE Source)  Ind. Variable (X) =       112                      Each	Daily	Weekday	<input type="checkbox"/>	Average Rate= 10.00	1120	50%	560	50%	560
		AM Peak	Peak Hour of Adj. Street Traffic, One Hour between 7 & 9 AM	<input type="checkbox"/>	Average Rate= 0.76	85	25%	21	75%	64
		PM Peak	Peak Hour of Adj. Street Traffic, One Hour between 4 & 6 PM	<input type="checkbox"/>	Average Rate= 0.99	111	63%	70	37%	41
Piatt Preserve East-Berlin Bluffs (NE)	Single-Family Detached Housing (Based on 184 Dwelling Units) (Non ITE Source)  Ind. Variable (X) =       142                      Each	Daily	Weekday	<input type="checkbox"/>	Average Rate= 10.00	1420	50%	710	50%	710
		AM Peak	Peak Hour of Adj. Street Traffic, One Hour between 7 & 9 AM	<input type="checkbox"/>	Average Rate= 0.76	107	25%	27	75%	80
		PM Peak	Peak Hour of Adj. Street Traffic, One Hour between 4 & 6 PM	<input type="checkbox"/>	Average Rate= 0.99	140	63%	88	37%	52
Maeve Meadows (SE)	Single-Family Detached Housing (Based on 184 Dwelling Units) (Non ITE Source)  Ind. Variable (X) =        49                      Each	Daily	Weekday	<input type="checkbox"/>	Average Rate= 10.00	490	50%	245	50%	245
		AM Peak	Peak Hour of Adj. Street Traffic, One Hour between 7 & 9 AM	<input type="checkbox"/>	Average Rate= 0.76	37	25%	9	75%	28
		PM Peak	Peak Hour of Adj. Street Traffic, One Hour between 4 & 6 PM	<input type="checkbox"/>	Average Rate= 0.99	48	63%	30	37%	18
TOTALS		<input type="checkbox"/>								
		Daily				3030		1515		1515
		AM Peak				229		57		172
		PM Peak				299		188		111

Schanck-Roll Properties Traffic Access Study - ADDENDUM 2: 11/2020

TABLE 2 - SITE TRIP GENERATION SUMMARY



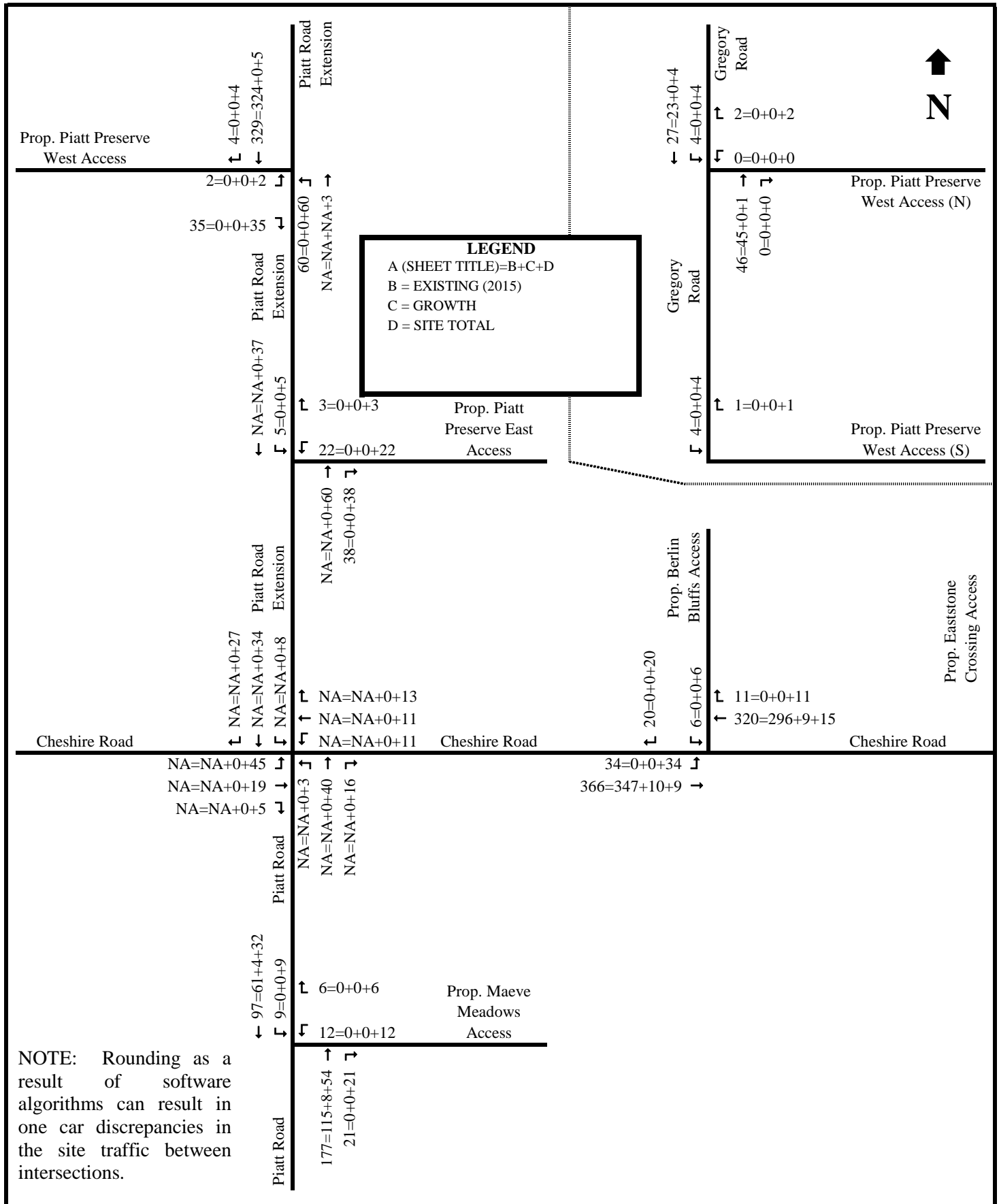
## SCHANCK-ROLL PROPERTIES TRAFFIC ACCESS STUDY

PREPARED BY: **SMART**  
SERVICES

ADDENDUM 2  
11/2020

## FIGURE 3

2017 'BUILD' - AM PEAK



## SCHANCK-ROLL PROPERTIES TRAFFIC ACCESS STUDY

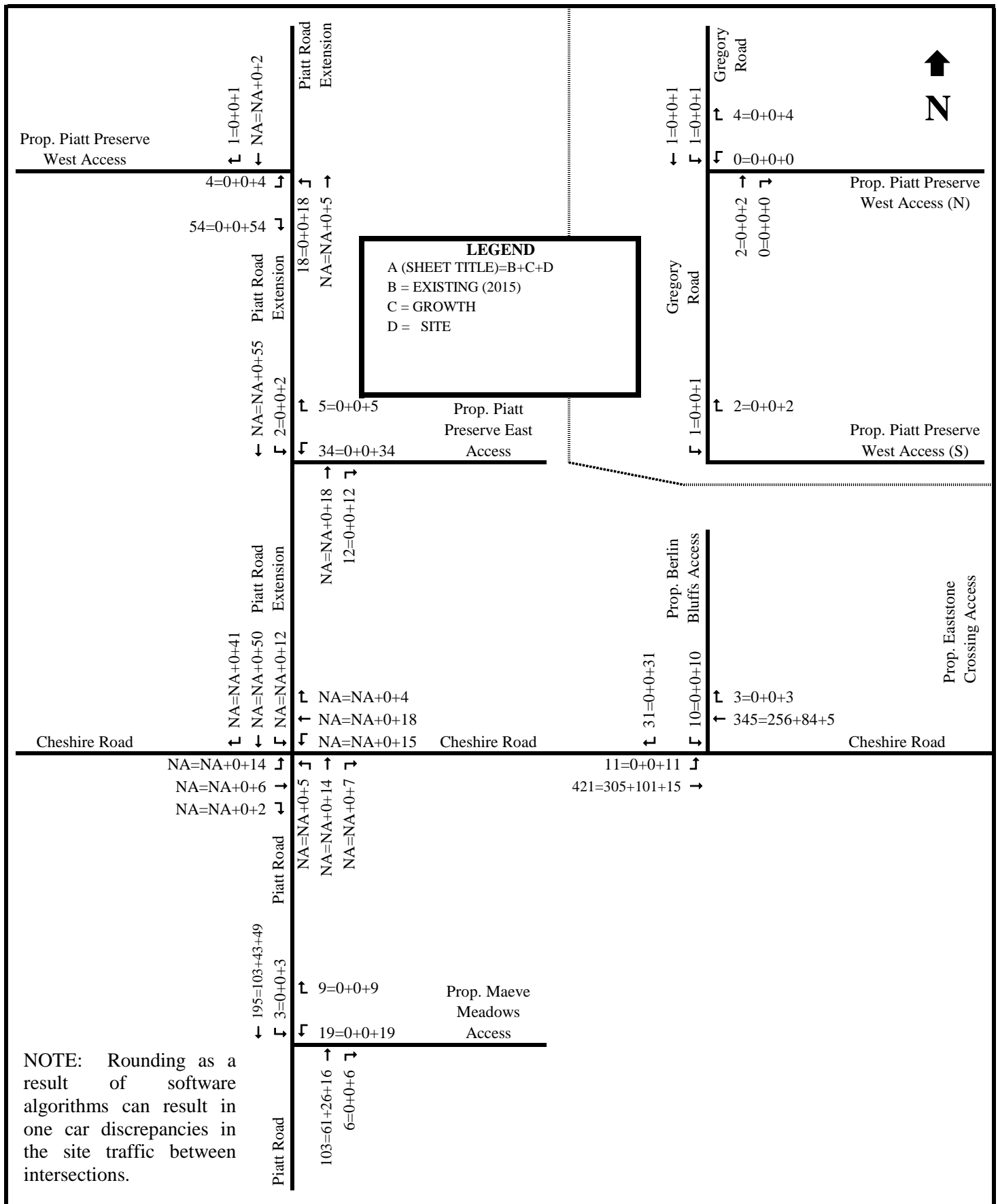
PREPARED BY: **SMART**  
SERVICES

ADDENDUM 2  
11/2020

## FIGURE 4

2017 'BUILD' - PM PEAK





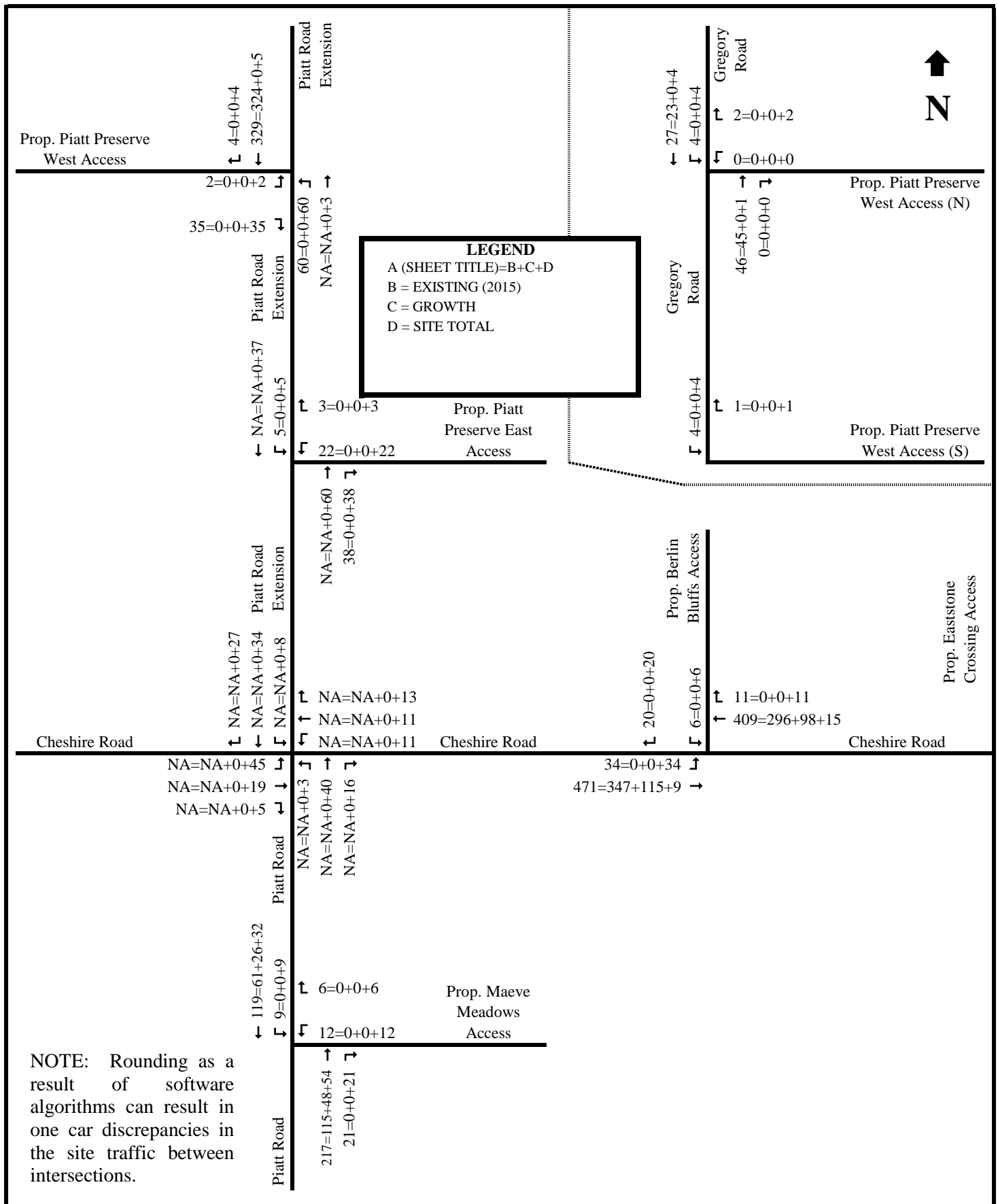
# **SCHANCK-ROLL PROPERTIES TRAFFIC ACCESS STUDY**

PREPARED BY: **SMART SERVICES**

ADDENDUM 2  
11/2020

## **FIGURE 5**

**2027 'BUILD' - AM PEAK**



## SCHANCK-ROLL PROPERTIES TRAFFIC ACCESS STUDY

PREPARED BY: **SMART SERVICES**

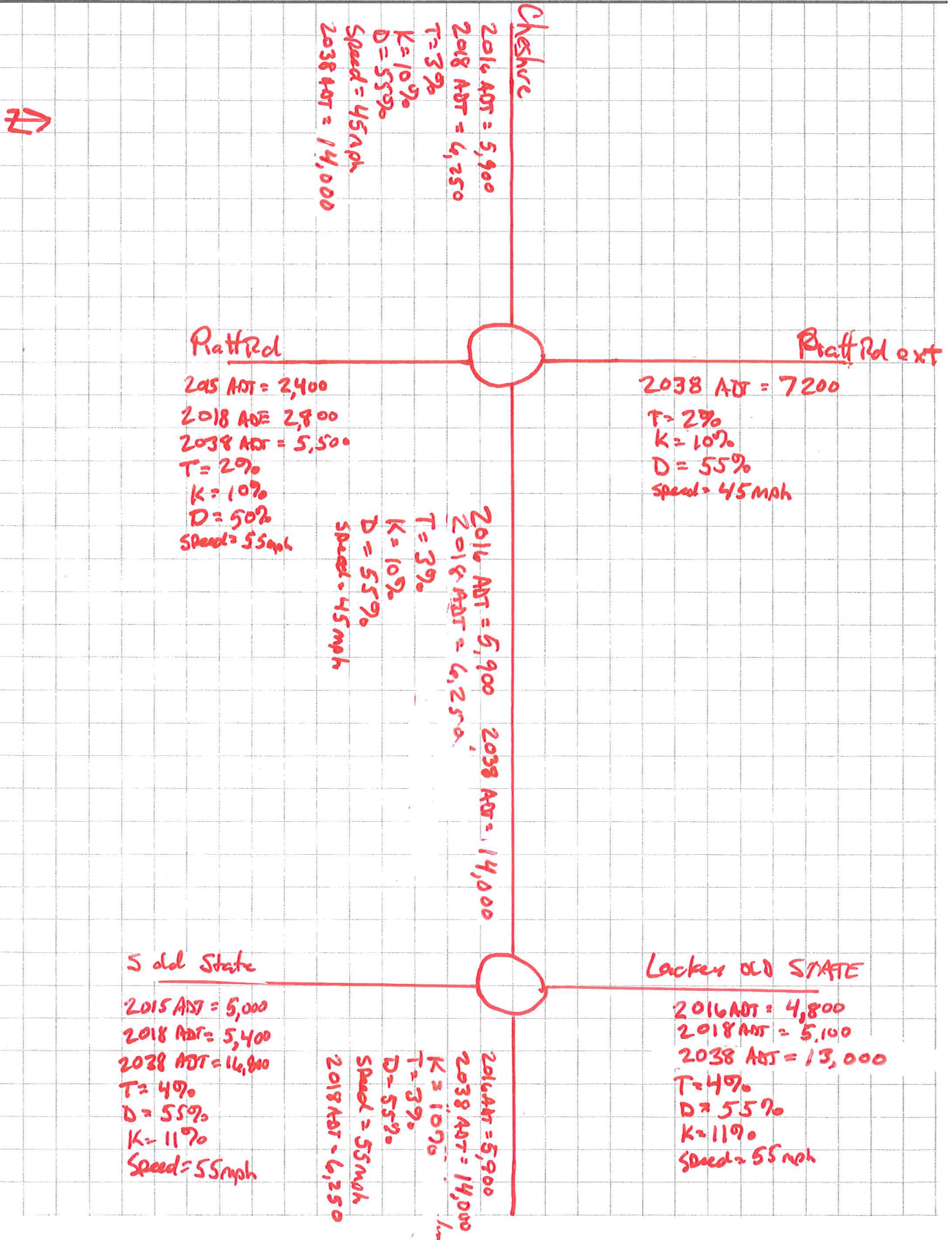
ADDENDUM 2  
11/2020

## FIGURE 6

2027 'BUILD' - PM PEAK

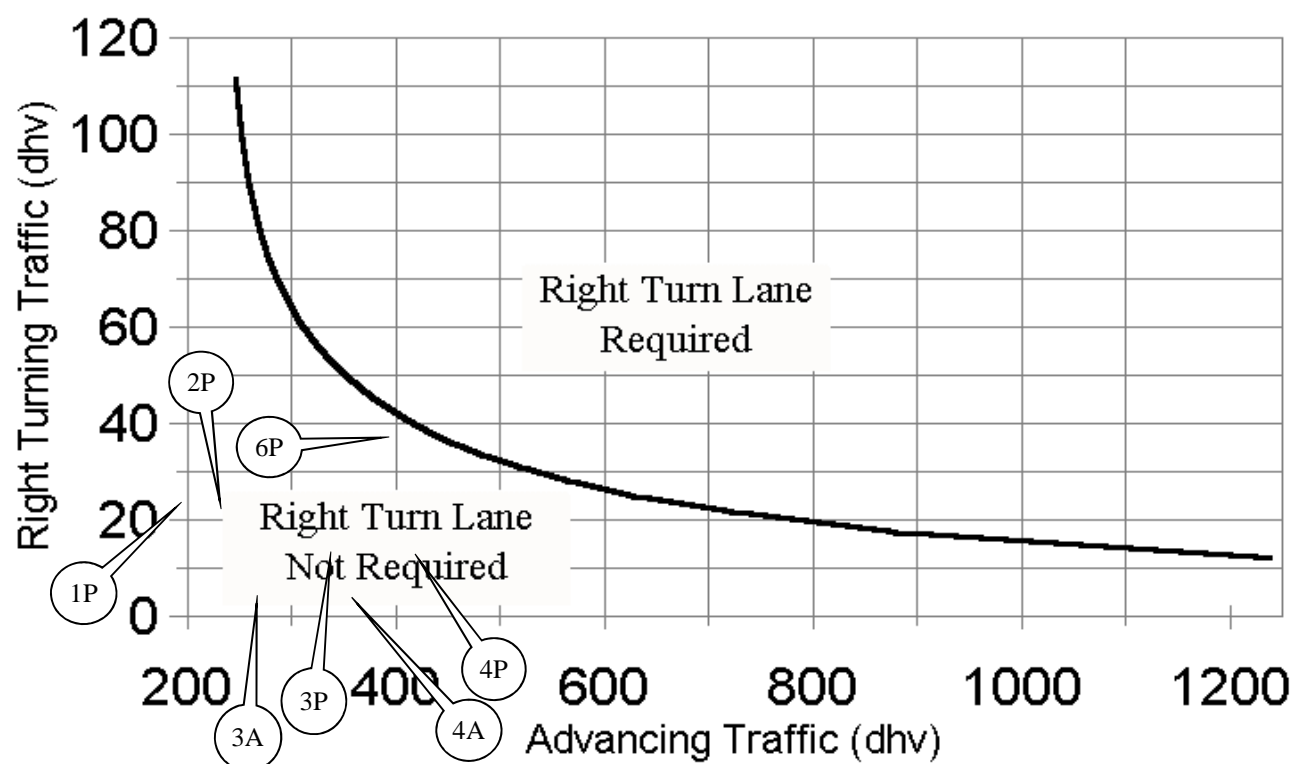
# DELAWARE COUNTY ENGINEERING DEPARTMENT

JOB NO. \_\_\_\_\_ JOB NAME Design Designations - Cheshire Rd SHEET 1 OF 1 SHEETS  
 SUBJECT \_\_\_\_\_ DESIGNED BY MAW DATE 11/7/17  
 CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_



> 40 mph or 70 kph Posted Speed

Note: Only the volumes within the chart were plotted.



## WARRANT SUMMARY

[illegible]

## TRAFFIC ACCESS STUDY

PREPARED BY: 

ADDENDUM 2  
11/2020

## 2 LANE HIGHWAY RIGHT TURN LANE WARRANT (> 40 MPH)

**(3) PROP. BERLIN BLUFFS ACCESS & CHESHIRE ROAD - EB LT - 2017 'BUILD'**

**Critical Analysis Period: PM PEAK**

Type = Unsignalized Through Road

Speed = 45 MPH

Cycle Length = 60 seconds

Turning Volume = 34 VPH

# of Turning Lanes = 1

Advancing Volume = 400 VPH

Turning % (>10% HIGH) = 8.5% LOW

Design Condition = B

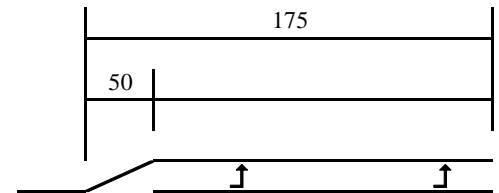
Vehicles per Cycle = 0.6

Storage Length (Calc) = 50 feet

Storage Length (Adj) = NA

Deceleration/Div. Taper = 175 feet

Turn Lane Length = 175 feet



Calculations based on 401-7E in ODOT L&D Manual. All dimensions are in feet.

**(4) PROP. BERLIN BLUFFS ACCESS & CHESHIRE ROAD - EB LT - 2027 'BUILD'**

**Critical Analysis Period: PM PEAK**

Type = Unsignalized Through Road

Speed = 45 MPH

Cycle Length = 60 seconds

Turning Volume = 34 VPH

# of Turning Lanes = 1

Advancing Volume = 505 VPH

Turning % (>10% HIGH) = 6.7% LOW

Design Condition = B

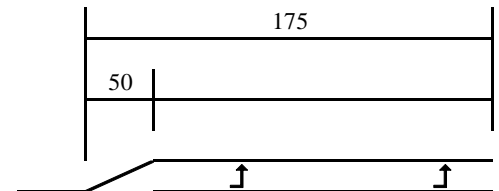
Vehicles per Cycle = 0.6

Storage Length (Calc) = 50 feet

Storage Length (Adj) = NA

Deceleration/Div. Taper = 175 feet

Turn Lane Length = 175 feet



Calculations based on 401-7E in ODOT L&D Manual. All dimensions are in feet.

**SCHANCK-ROLL PROPERTIES  
TRAFFIC ACCESS STUDY**

PREPARED BY:  SMART  
SERVICES

ADDENDUM 2  
11/2020

**APPENDIX**

**LEFT TURN LANE CALCULATIONS**







# Maeve Meadows

BERLIN TOWNSHIP



# Maeve Meadows

## Allison

3,337+ Sq./Ft.  
4-5 Bed, 2.5 -4.5 Bath



# Maeve Meadows

## Allison

3,337+ Sq./Ft.  
4-5 Bed, 2.5-4.5 Bath



# Maeve Meadows

## Castleton

3,366+ Sq./Ft.  
4-6 Bed, 2-5 Bath





# Maeve Meadows

## Castleton

3,366+ Sq./Ft.  
4-6 Bed, 2-5 Bath



# Maeve Meadows

## Woodside

3,277+ Sq./Ft.  
4-6 Bed, 2-5 Bath



# Maeve Meadows

## Woodside

3,277+ Sq./Ft.  
4-6 Bed, 2-5 Bath





# Maeve Meadows

## Maple Valley

2,722+ Sq./Ft.  
4-7 Bed, 2-5 Bath



# Maeve Meadows

## Maple Valley

2,722+ Sq./Ft.  
4-7 Bed, 2-5 Bath



# Maeve Meadows

## Deer Valley

3,526+ Sq./Ft.  
4-7 Bed, 3-6 Bath





# Maeve Meadows

## Deer Valley

3,526+ Sq./Ft.  
4-7 Bed, 3-6 Bath



# Maeve Meadows

## Willwood

3,169+ Sq./Ft.  
4-7 Bed, 2-5 Bath



# Maeve Meadows

## Willwood

3,169+ Sq./Ft.  
4-7 Bed, 2-5 Bath





# Maeve Meadows

## Melrose

3,539+ Sq./Ft.  
4-6 Bed, 3-5 Bath



# Maeve Meadows

## Melrose

3,539+ Sq./Ft.  
4-6 Bed, 3-5 Bath



September 7, 2016

Mr. Joe Thomas  
Metro Development, LLC.  
470 Olde Worthington Road  
Suite 100  
Westerville, Ohio 43082

RE: Piatt & Cheshire Roads, Delaware, Ohio 43015  
PID: 41831001068000

Dear Mr. Thomas,

This letter will confirm that you have the approval of Barbara G. Schanck, Trustee and Mary Elizabeth Amrine to proceed with the re-zoning of the property in accordance with our earlier purchase agreement, dated July 19, 2016. Should there be any other concerns or questions in this matter, do not hesitate to contact me.

Sincerely,

  
Barbara G. Schanck, Trustee

  
Mary Elizabeth Amrine



September 12, 2016

To whom it may concern,

Metro Development has the ability to finance with our bank the 30 lots, known as the Southwoods parcel. I have known Metro Development for the past twenty years and have financed several of their (Condo/Single Family/Development) projects in the past. Currently, Wesbanco Bank is involved with the financing of their (Condo/Single Family/Development) project known as The Reserve at Scioto Glenn.

This letter is not a commitment to lend but rather an expression of our interest in reviewing this transaction for a potential development loan, subject to normal underwriting criteria of Wesbanco Bank Inc.

If you have any questions, please do not hesitate to call me at (614)904-7043.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. P. Duncan', with a stylized flourish at the end.

David P. Duncan  
Senior Vice President  
Commercial Banking Executive  
Wesbanco Bank

**WesBanco Bank, Inc.**  
Central Ohio Market  
5690 North Hamilton Rd.  
Columbus, OH 43230-1324  
Voice: (614) 289-7990  
Administration Fax: (614) 289-7997  
Commercial Fax: (614) 289-7999

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

**FOR**

**THE**

---

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

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

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

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

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

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

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



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

## GENERAL PROVISIONS

### I. APPLICABILITY

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

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

## II. DEFINITIONS

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

### **III. GOALS**

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

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

### **DEVELOPMENT & USE RESTRICTIONS**

#### **IV. USE RESTRICTIONS**

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

#### **ALL SECTIONS SUBJECT TO CHANGE BASED ON ZONING REQUIREMENTS.**

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

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



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

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

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

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

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

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

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

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

J. Vehicles.

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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



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

## **V. ARCHITECTURAL STANDARDS**

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

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

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

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

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

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

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

## **VI. EASEMENTS AND LICENSES**

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

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



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

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

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

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

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

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

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

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

## HOMEOWNERS' ASSOCIATION

### **VII. MEMBERSHIP AND VOTING RIGHTS**

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



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

## **VIII. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

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

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

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

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

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

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

G. Insurance.

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

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

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



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

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

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

## **IX. ASSESSMENTS**

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

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

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

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

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

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

G. Remedies.

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

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



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

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

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

## **X. MAINTENANCE**

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

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

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

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

## **XI. MISCELLANEOUS**

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

(Insert company name)  
an Ohio corporation,

By: \_\_\_\_\_  
\_\_\_\_\_

STATE OF OHIO  
COUNTY OF FRANKLIN: SS

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

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



**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

**EXHIBIT B**

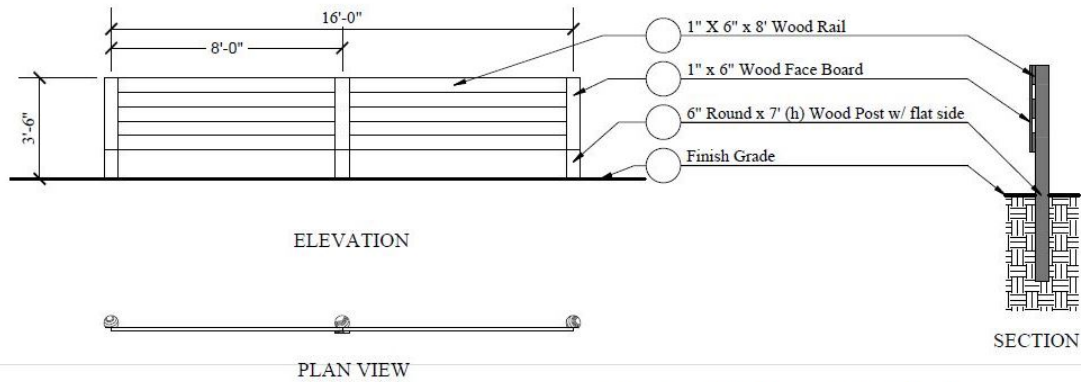
**SPECIAL EASEMENTS SITE PLAN**

[ATTACHED]



## EXHIBIT C

### APPROVED FENCE DETAIL



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

3 RAIL WOOD FENCE DETAIL  
N.T.S.