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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#	
Hear	ing Date:	

# APPLICATION FOR FINAL DEVELOPMENT PLAN Name of Owner: CBS Construction LLC Mailing Address: 7846 Gateway Ln, Powell, OH 43065 Email Address: bhupati2k@gmail.com Business Telephone: 609-903-0141 Home Telephone: Address of Property: Piatt Road, Delaware, OH 43015 Parcel (s): 418-320-01-001-005 Acreage: ±15.20 Present Zoning: PRD Range: 18 Twp: 4 Section: 3 Farm Lot No: N/A Subdivision Name: Oaks at Berlin Proposed Plan: Final development plan for 20 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: 01 26 24 Agent/Applicant Signature: Charle Agent/Applicant Address: 7846 Gateway Ln, Powell, OH 43065 Phone: 609-903-0141 Fax: Email address: bhupati2k@gmail.com Zoning Inspector Signature: \_\_ Date:

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 quidelines 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:

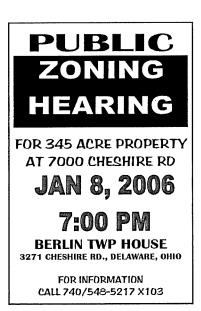
David Loveless
Berlin Township
Zoning Inspector
Phone: 740.548.5217 ext. 103
Fax: 740.548.7458
zoninginspector@berlintwp.us

#### 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

- 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.
- 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.
- 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



R-3 with PRD Overlay Piatt Road Berlin Township, Ohio February 6, 2024



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#### Appendix 'A'

#### **Tree Species List:**

#### **Deciduous Trees**

- Honey Locust (Gleditsia triacanthos f. inermis)
- Linden Trees (Tilia americana)
- Celebration Maple (Acer x freemanii 'Celzam')
- Little Leaf Linden (Tilia cordata)
- Ginkgo Trees (Ginkgo biloba)
- Japanese Zelkova (Zelkova serrata)
- Swamp White Oak (Quercus Bicolor)
- Black Gum Tree (Nyssa Sylvatica)
- Hornbeam Tree (Carpinus betulus)

#### **Evergreen Trees**

- Norway Spruce (*Picea abies*)
- White Spruce (Picea glauca)
- Meyer's Spruce (Picea meyeri)
- Green Giant Arborvitae (Thuja plicata x standishii 'Green Giant')
- White Pine (*Pinus strobus*)

#### **Ornamental Deciduous Trees**

- Japanese Tree Lilac (Syringa reticulata)
- Serviceberry Tree (Amelanchier × grandiflora)
- Persian Parrotia (Parrotia persica)
- Cockspur Hawthorne Tree (Crataegus crus-galli var. inermis)
- Magnolia Tree (Magnolia)

# Article 11 Planned Residential District The Oaks at Berlin

Proposed Zoning: R-3 with PRD overlay

February 6, 2024

Any red underlined text signifies revised/additional language to the previous preliminary version of this development text document.

- **A. Preliminary Development Plan –** See <u>Final</u> 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 site of the R-3/PRD is approximately ±15.20 acres. The site is located on the east side of Piatt Road. It is located in the 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 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%.

#### Refer to Tab 6, Exhibit F-1 for 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 doors shall be architecturally treated with panels or other fenestrations, shall contain architectural hardware and/or windows, and shall be of one color and one material.

Forward facing garages shall not extend more than 4' from the main body of the house containing the front door, so long as the front porch extends to, or farther, than the face of the garage.

Additionally, a total of 25% of garages (5 lots minimum) in the development shall be side-loaded.

#### <u>Signage</u>

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, Exhibits <u>D-2 & D-3</u>. 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, Exhibits <u>D-2 & D-3</u>.

 The intended general provisions for water, fire hydrants, sanitary sewer, and surface drainage, to the extend 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 east. Refer to the <u>Final Utility and Grading Plan</u> by E.P. Ferris, Tab 5, Exhibit E-1, and utility letters, Tab 5, Exhibits E-2 through E-12.

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

The existing site is bordered by a proposed sports facility along the north, the Glenmead Development to the east and south, and Piatt Road to the west. This development also ties into the Glenmead Development through a Glenbrook Drive connection on the east. See Tab 3, Exhibit C-2 for the Existing Features Plan.

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

The open space has been designed to buffer existing homes and uses around the periphery of the site, to provide internal pockets of open space for the resident's use, as well as provide an attractive entry to the subdivision. All open spaces shall be maintained by the HOA.

Common Open Space "A" contains the main entry feature with entrance and temporary signage, and a multi-use path per Berlin Township Trustees along Piatt Road.

Common Open Space "B" contains the playground, 20'x20' shelter, benches, 2-rail fencing along pathway between lots 9 & 10, as well as landscape buffers along the east and south that contain tree plantings, mounding, and crossbuck fencing.

Common Open Space "C" contains a large retention pond, benches, mounding and evergreen tree plantings to buffer the adjacent property to the north, evergreen tree plantings to buffer the daycare site to the west, and a multi-use path that connects from the Glenbrook Drive proposed extension to Piatt Road.

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 11.08 g.) Minimum Tract size

A divergence is requested to allow the parcel to be zoned to be less than 20 acres. This is a remnant parcel and will continue the street connection to Piatt Road from Glenmead through Glenbrook Drive.

#### 7. Proposed location of all structures.

See <u>Final</u> 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, shelter, CBU mailboxes, and signage.

CBU mailboxes to be located on the north side of Glenbrook Drive, in an easement on the adjoining commercial parcel. The area surrounding the CBU's to be maintained by the HOA, this includes all maintenance and seasonal upkeep needed. All mailboxes shall be installed plumb, in compliance with ADA regulations, and shall be maintained to stay upright and in good condition.

- **8. Preliminary Traffic Impact Analysis, based upon new trip generation.**Refer to Tab 5, Exhibit E-8 for the Traffic Access Study
- 9. The responsibility and maintenance of any proposed on-site 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, refer to Tab 5, Exhibit E-3.

#### 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 <u>Final</u> Development Plan – Tab 3, Exhibit C-1 and Tab 4, Exhibit D-4 for Open Space distribution

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

All building setbacks from the site perimeter shall be at least 50' away. See Tab 3, Exhibit C-1 for Final Development Plan

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. Additionally, a multi-use pathway per Berlin Township Trustees will be constructed along Piatt Road, as well as multi-use pathways in Common Open Spaces "B" and "C" to connect the open spaces within the development.

A crosswalk and curb ramps will be installed on the south side of the Piatt Road-Glenbrook Drive intersection to accommodate pedestrian traffic from the development to the schools.

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 uses;

The site does not have any existing tree buffers of note. The open space design accommodates the areas that are necessary to buffer from adjacent uses, and proposes tree plantings along the north, south, and east, as well as mounding along the north and east.

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

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 a 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  $\pm 15.20$  acres. A divergence is requested to allow less than 20 aces to be in this district.

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

No wetlands, steep (over 20%) slopes, forests, 100 year floodplains, ravines, or noted wildlife habitats are located on site. Refer to Tab 3, Exhibit C-2 for Existing Features Plan

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 percent of open space shall be provided. The percent of open space required varies according to the zoning district overlaid;
  - 1. FR-1: 40% (of gross tract area) open space

#### 2. R-2, R-3 and 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, (defined as jurisdictional wetlands, floodplains, slopes greater than 20%, utility rights-of-way and existing bodies of water) may count for up to 50% of the required open space. That portion of land dedicated to public purpose 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 ±5.00 acres, or ±32.9%. Any increase in the required detention area from the preliminary development plan that reduces useable greenspace, alters proposed locations or types of proposed amenities shall be brought back to the Township Trustees for review and approval.

I. No residential dwelling structures shall be constructed within the 100-year floodplain of 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 zones, centralized water supply and sanitary sewage disposal systems shall be provided, subject to Delaware County Sanitary Engineer, Board of Health, and/or 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 with 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 <u>Final</u> 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.
- 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, broad leaf street trees (i.e., maple, oak, sycamore, chestnut, and 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 a 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 interior streets per Delaware County Standards. Sidewalk connection shall be provided to allow residents to access to open spaces. Street trees shall be located outside of the right-of-way, on the opposite side of the sidewalk from the road. Street trees shall be provided at a minimum of 60' O.C. at 2.5" caliper, except for under existing electric easements.
- q. Setbacks, front, side and rear: as defined in the underlying zoning district.

12.5' side yard setback, 25' front yard setback (55' from roadway centerline minimum), and a 25' rear yard setback shall be met.

Additionally, lots shall be setback 80' from Piatt Road centerline

- r. Minimum lot size: as defined in the underlying zoning district. The minimum lot size of 0.25 acres (10,890 sf) shall be met
- s. Minimum lot width: as defined in the underlying zoning district.

  The minimum lot width of 80' at the right-of-way shall be met, see
  Tab 3, Exhibit C-1 for Final Development Plan
- 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 setback at least 12 feet 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: A 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 measured from the elevation of the threshold plate at the front door to the highest point of the roof. Chimneys, barns, silos, grain handling conveyors, church spires, domes, flag poles, and elevator shafts are exempted from the 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 living 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:

- 1. One (1) bedroom unit: 800 square feet
- 2. Two (2) bedroom unit: 900 square feet
- 3. Three or more bedroom units: 1000 square feet

Minimum livable building square footage for all residential structures shall be 2,300 square feet for all residential structures

aa. Landscaping: All yards, front, side and rear, shall be landscaped, and all organized open spaces or non- residential use areas shall be landscaped and shall meet the requirements of Article 26, unless a variation from these standards is specifically approved as part of the final development plan. A landscape plan showing the caliper, height, numbers, name, and placement of all material, prepared by a licensed landscape architect shall be approved as a part of the final development plan.

Refer to Tab 4, Exhibits D-1, D-2, <u>& D-3</u> for <u>final</u> development plan landscape exhibits. All landscape shown on preliminary landscape plans shall be the minimum amount of plantings required in the final development plan.

All trees proposed for the development shall meet the following minimum caliper/height requirements:

- Deciduous trees 2.5" caliper
- Evergreen trees 1.75" caliper / 5-6' height
- Ornamental trees 1.75" caliper / 5-6' height

All tree species to be used in final landscape plans to adhere to list of species approved by the trustees, attached as Appendix A

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 and approving 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 this 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

dd. 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, Exhibits D-2 & D-3. 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 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.

The HOA shall be turned over to the home owners once 17 of the 20 lots have received final occupancy permits from the zoning inspector.

11. Emergency service provisions (letter from Fire and Police departments).

See Tab 5, Exhibit E-11 for Berlin Fire Department Letter

#### 12. Phasing Plans

There will only be 1 phase

#### **D. Final Development Plan -** See Final Development Plan - Tab 3, Exhibit C-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 & 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 setback requirements. Refer to Tab 4, Exhibits D-1 through D-6 for all landscaping, entrance features, signage, pathways, sidewalks, and amenities.

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.

No 100-year floodplains, wetlands, and slopes greater than 20% are recorded on site. 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.

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 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%.

Refer to Tab 6, Exhibit F-1 for 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 doors shall be architecturally treated with panels or other fenestrations, shall contain architectural hardware and/or windows, and shall be of one color and one material.

Forward facing garages shall not extend more than 4' from the main body of the house containing the front door, so long as the front porch extends to, or farther, than the face of the garage.

Additionally, a total of 25% of garages (5 lots minimum) in the development shall be side-loaded.

#### Sianaae

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, Exhibits D-2 & D-3. 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, Exhibits D-2 & D-3.

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 has been extended to this site from the east. Refer to the Final Utility and Grading Plan from E.P. Ferris & Associates, Inc., Tab 5, Exhibit E-1, and the utility letters, Tab 5, Exhibits E-2 through E-12.

- 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 Access Study by E.P. Ferris & Associates, Inc., Tab 5, Exhibit E-8.
- f. The relationship of the proposed development to existing and probable uses of surrounding areas during the development timetable.

The existing site is bordered by a proposed sports facility along the north, the Glenmead Development to the east and south, and Piatt Road to the west. The Olentangy Berlin Middle School is located across Piatt Road from the site. This development also ties into the Glenmead Development through a Glenbrook Drive connection on the east. See Tab 3, Exhibit C-2 for the Existing Features Plan.

g. <u>Location of schools, parks and other public facility sites, within or</u> adjacent to the site.

The site is within proximity to Olentangy Berlin High School, Olentangy Berlin Middle School, Cheshire Elementary School, and the New Cheshire Cemetery. See Tab 3, Exhibit C-2 for the Existing Features Plan

h. <u>The proposed time schedule for development of the site including</u> 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 summer/fall of 2024. The site utilities, street, and landscape will be installed, and homes will be constructed.

i. <u>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</u>

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.

Applicant is the owner of the property.

Refer to Tab 5, Exhibit E-7 for letter from Delaware County Engineer 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.

  Refer to Section A.6 in this development text for the list of divergences.
- I. 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 5, Exhibit E-12 for the Bank 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.

#### E. 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 as Tab 1, Exhibit A-1

#### 1. Legal Description of the property

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 – 418-320-01-001-005

#### 4. Topographical map

The topography is shown on Tab 5, Exhibit E-1, Utility and Grading Plan

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

Refer to Tab 3, Exhibit C-1 for Final Development Plan

## 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 through <u>D-3</u>, 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.

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

The site is within proximity to Olentangy Berlin High School, Olentangy Berlin Middle School, Cheshire Elementary School, and the Cheshire Cemetery. Refer to Tab 3, Exhibit C-2, for the Existing Features Plan

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 5, Exhibit E-12 for 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 <u>summer/fall of 2024</u>. 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 be only one phase

12. Letter approving agent for owner if applicable.

Applicant is owner of property

APPLICANT:

CBS CONSTRUCTION LLC 7846 GATEWAY LN POWELL OH 43065

SURROUNDING PROPERTY OWNERS:

ROMANELLI & HUGHES BUILDING COMPANY GLENMEAD HOA C/O OMNI PO BOX 395 GROVE CITY OH 43123

CARLO & JESSICA BARONE 2895 GLENMEAD DR DELAWARE OH 43015

PATRICK & CARINE TCHUITIO 2911 GLENMEAD DR DELAWARE OH 43015 GOPINATHAN BALASUBRAMANIAN & SANDYHA JAGNATHAN 2931 GLENMEAD DR DELAWARE OH 43015

SPENCER & COURTNEY GATES 2985 GLENMEAD DR DELAWARE OH 43015

BLAKE & COURTNEY LUSENHOP 3005 GLENMEAD DR DELAWARE OH 43015 SCOTT & SARAH KARR 3027 GLENMEAD DR DELAWARE OH 43015 DAVID & CHRISTY STURTZ 3047 GLENMEAD DR DELAWARE OH 43015

CHRISTOPHER & LORRAINE YBARRA 3067 GLENMEAD DR DELAWARE OH 43015

ROBERT & DAWN VASS 3087 GLENMEAD DR DELAWARE OH 43015 JONATHON & AIMEE DONEYHUE 3107 GLENMEAD DR DELAWARE OH 43015

GANESH KUMAR KUMARASWAMY 3127 GLENMEAD DR DELAWARE OH 43015 JOHN PAYNE & JESSICA MCELFRESH 3151 GLENMEAD DR DELAWARE OH 43015

NAGA & MEGHANA VARANASI 2390 GLENVALE DR DELAWARE OH 43015

JOHN & LAUREN FLEMING 2368 GLENVALE DR DELAWARE OH 43015 PRABHU KOLA & PREETHI KURRA 2346 GLENVALE DR DELAWARE OH 43015

SAURABH & VIDHI TYAGI 2322 GLENVALE DR DELAWARE OH 43015

RAMKALYAN & SWATHI SRIPATI 2300 GLENVALE DR DELAWARE OH 43015 CHANDAN PATEL & ANUPAMA KUMARI 2278 GLENVALE DR DELAWARE OH 43015 JAGADISH YARRAGUNTLA & SAHITHI VUYYURU 2252 GLENVALE DR DELAWARE OH 43015

PRASHAN DEGIRI & DISNA WIJENAYAKE 3221 GLENBROOK DR DELAWARE OH 43015

GARRY & LACEY DRAKE 3201 GLENBROOK DR DELAWARE OH 43015 OLENTANGY LOCAL SCHOOL DISTRICT BOARD OF EDUCATION 2500 PIATT RD DELAWARE OH 43015 MARIMA LLC PO BOX 604 SUNBURY OH 43074

## LEGAL DESCRIPTION SUBAREA A - 15.20± ACRES ZONING BOUNDARY

Situated in the State of Ohio, County of Delaware, Township of Berlin, being part of Range 18, Township 4, Quarter Township 3, Farm Lot 9, United States Military District, also being part of a 18.244 acre tract of land conveyed to CBS Constructions, LLC in Volume 1954, Page 2486, being of record in the Recorder's Office, Delaware County, Ohio, and being more particularly described as follows:

**BEGINNING** at the southeast corner of a 44.983 acre tract of land conveyed to Olentangy Local School District Board of Education in Volume 1809, Page 833, and also being at the intersection of the north line of GLENMEAD SECTION 1, PHASE A of record in Plat Cabinet 5, Slide 495 with the centerline of Piatt Road as dedicated in Plat Cabinet 5, Slide 495;

Thence along the easterly line of said 44.983 acre tract and also being along the centerline of Piatt Road (120 feet wide) as conveyed by Highway Easement of record in Volume 1544, Page 707 for the following three (3) courses:

- 1) North 29°46'29" East, 433.72 feet to a point of curvature;
- 2) Along a curve to the right having a radius of 750.00 feet, a delta angle of 14°50'35", an arc length of 194.30 feet, and a chord bearing and distance of North 37°11'46" East, 193.75 feet to a point of tangency;
- 3) North 44°37'05" East, 143.46 feet to a point at the southwest corner of a 10.717 acre tract of land conveyed to Marima, LLC in Volume 1954, Page 2412;

Thence across said Piatt Road and along the south line of said 10.717 acre tract, South 86°41'41" East, 62.77 feet to a point on the easterly right of way line of said Piatt Road;

Thence along said easterly right of way line of Piatt Road for the following four (4) courses:

- 1) Along a curve to the right having a radius of 798.00 feet, a delta angle of 02°38'34", an arc length of 36.81 feet, and a chord bearing and distance of South 43°17'48" West, 36.81 feet to a point of tangency;
- 2) South 44°37'05" West, 148.11 feet to a point of curvature;
- 3) Along a curve to the left having a radius of 702.00 feet, a delta angle of 14°50'35", an arc length of 181.86 feet, and a chord bearing and distance of South 37°11'46" West, 181.35 feet to a point of tangency:
- 4) South 29°46'29" West, 159.90 feet to a point of curvature;

Thence leaving said easterly right of way line and across said 18.244 acre tract along a new dividing line for the following six (6) courses:

- 1) Along a curve to the left having a radius of 18.50 feet, a delta angle of 104°20'50", an arc length of 33.69 feet, and a chord bearing and distance of South 22°24'48" East, 29.23 feet to a point of compound curvature;
- 2) Along a curve to the left having a radius of 220.00 feet, a delta angle of 18°17'14", an arc length of 70.22 feet, and a chord bearing and distance of South 83°43'50" East, 69.92 feet to a point of tangency;
- 3) North 87°07'33" East, 106.21 feet to a point of curvature;
- 4) Along a curve to the right having a radius of 530.00 feet, a delta angle of 06°42'46", an arc length of 62.09 feet, and a chord bearing and distance of South 89°31'04" East, 62.06 feet to a point of tangency;
- 5) South 86°09'41" East, 161.13 feet to a point;
- 6) North 03°50'19" East, 450.10 feet to a point on the south line of said 10.717 acre tract;

Thence along said south line, South 86°41'41" East, 789.26 feet to a point at the southeast corner of said 10.717 tract, also being the southwest corner of Lot 2404 of GLENMEAD SECTION 2 of record in Plat Cabinet 5, Slide 679, and also being the northwest corner of Glenbrook Drive (60 feet wide) as dedicated in Plat Cabinet 5, Page 679;

Thence along the west line of said Glenbrook Drive and the west line of Lots 2424-2429, inclusive, of said GLENMEAD SECTION 2, South 03°16'16" West, 669.94 feet to a point at the northeast corner of Lot 2111 of said GLENMEAD SECTION 1, PHASE A;

Thence along the north line of said Lot 2111, North 86°08'49" West, 1370.14 feet to the **POINT OF BEGINNING**.

Containing 15.20± acres, more or less, and being a 15.20± acre part of Parcel Number 418-320-01-001-005, with 0.853± acres being P.R.O.

Bearings referenced herein are assumed based on the west line of GLENMEAD SECTION 2 of record in Plat Cabinet 5, Slide 679 bearing South 03°16'16" West.

This description is based on records obtained by E.P. Ferris and Associates in 2022 and is intended to be used for zoning purposes only and not for legal transfer.



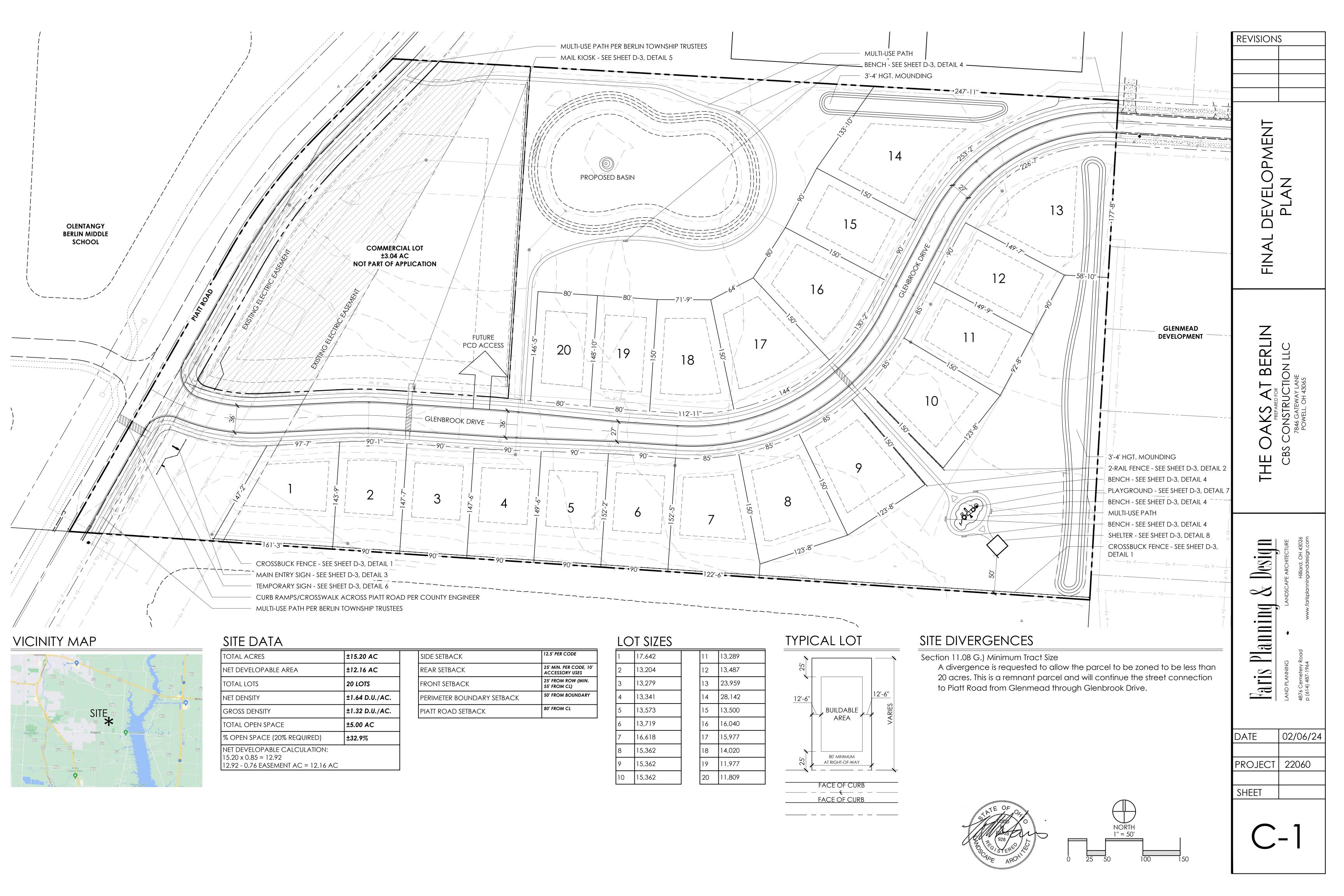
EXHIBIT B-2

ON 1/30/24

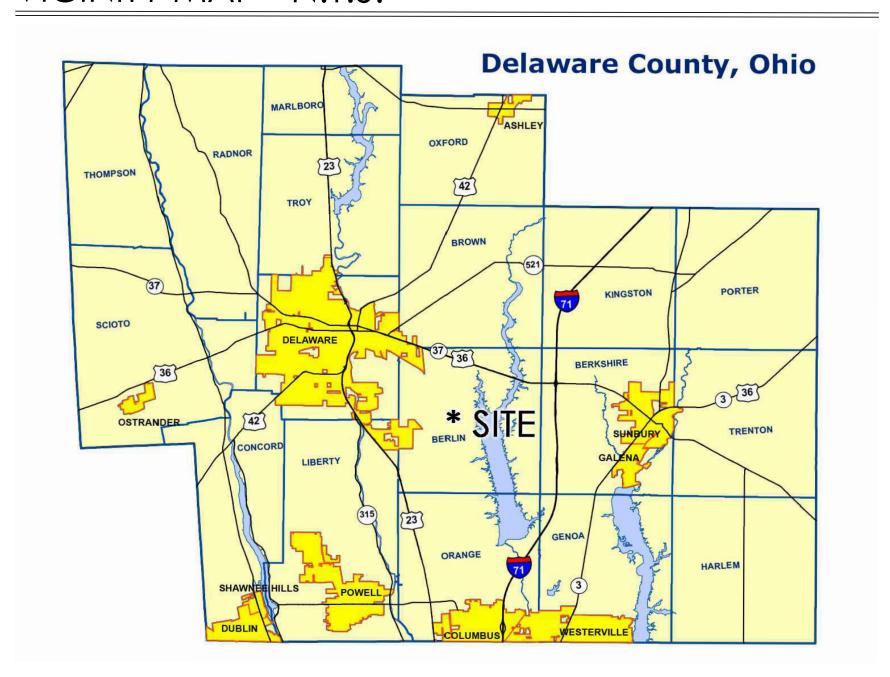
EDITED BYckelly



02/06/24

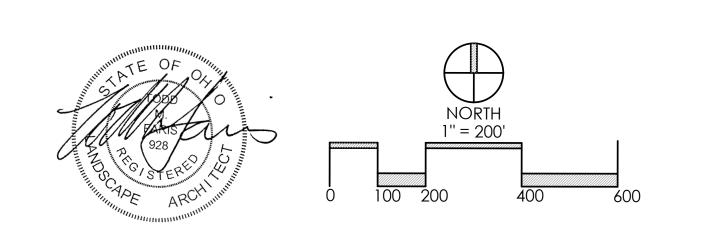


# VICINITY MAP - N.T.S.



## BUFFER MAP - N.T.S.





REVISIONS

EXISTING FEATURES PLAN

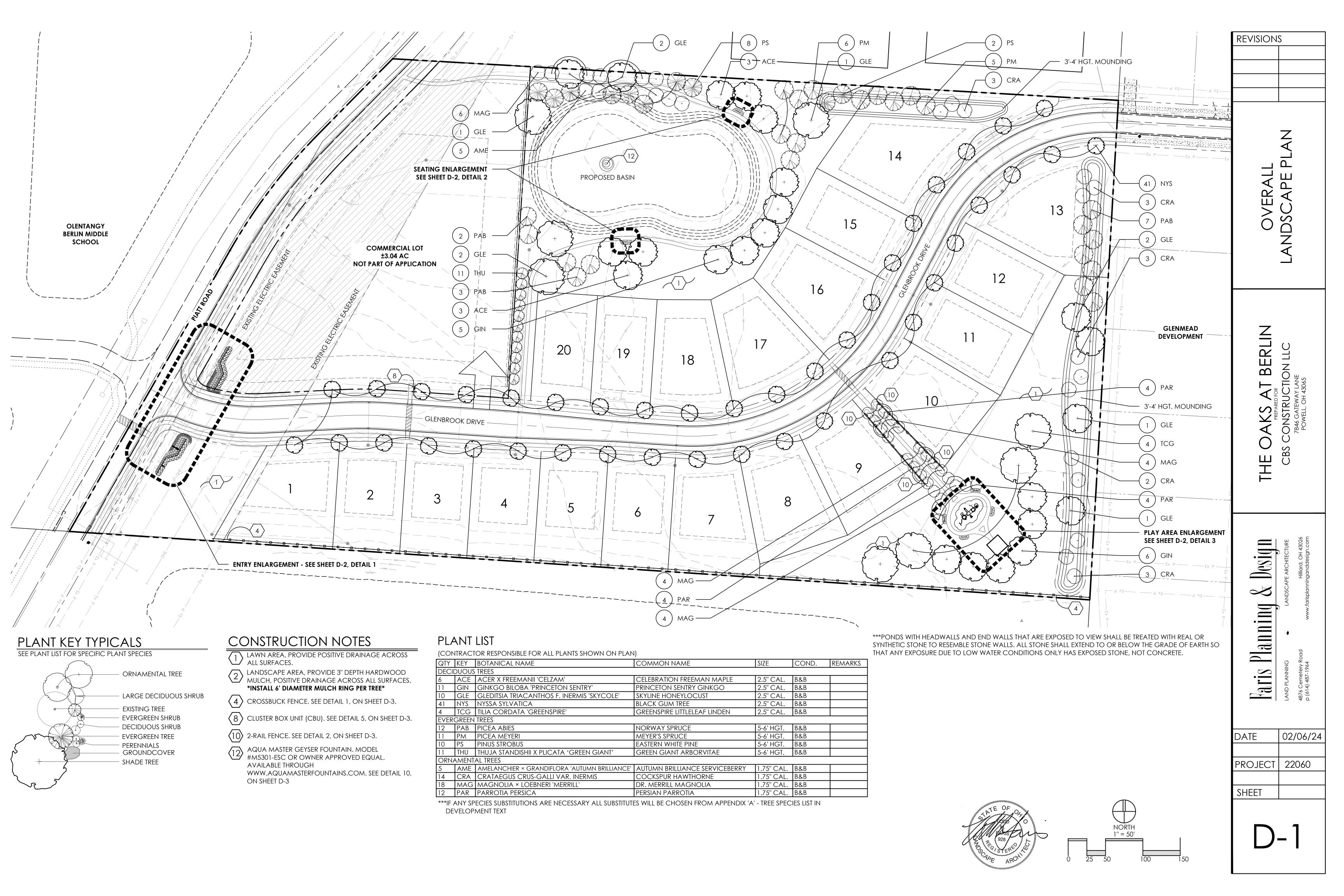
E OAKS AT BERLIN
CBS CONSTRUCTION LLC

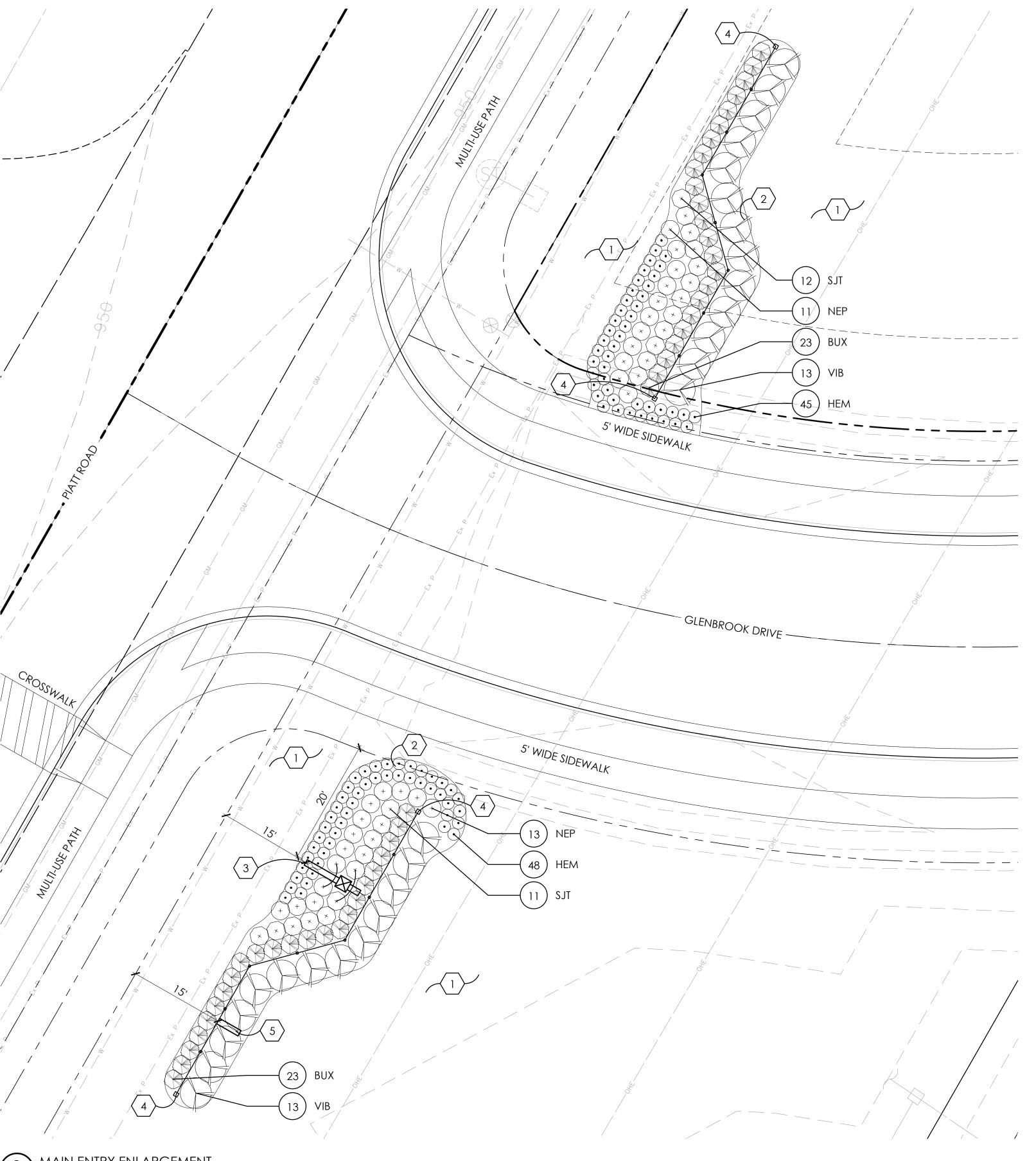
Planing & Design.com

DATE 02/06/24
PROJECT 22060
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C-2





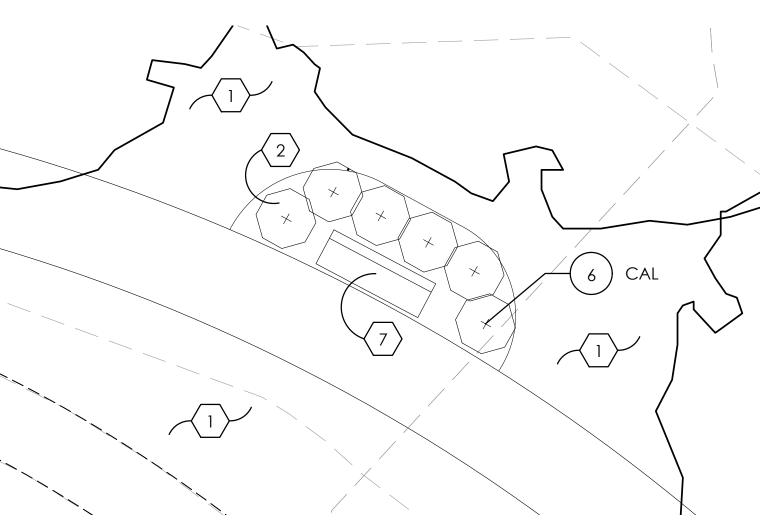
MAIN ENTRY ENLARGEMENT

SCALE: 1" = 10'

### PLANT LIST - MAIN ENTRY

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

100	MIKACI	OK KESPONSIBLE FOR ALL PLAINTS SHOWN OIN P	LAN			
QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARKS
DEC	IDUOUS	SHRUBS				
23	SJT	SPIRAEA JAPONICA 'TRACY'	DOUBLE PLAY BIG BANG SPIREA	18" HGT.	CONT.	
26	VIB	VIBURNUM CARLESII 'CAYUGA'	CAYUGA KOREAN SPICE VIBURNUM	24" HGT.	CONT.	
EVE	RGREEN	SHRUBS				
46	BUX	BUXUS × 'GREEN GEM'	GREEN GEM BOXWOOD	18" HGT.	CONT.	
ORN	IAMENT	al Grasses/perennials				
93	HEM	HEMEROCALLIS 'STELLA DE ORO'	STELLA DE ORO DAYLILY	NO. 1	CONT.	
24	NEP	NEPETA X FAASSENII 'WALKER'S LOW'	WALKER'S LOW CATMINT	NO. 1	CONT.	



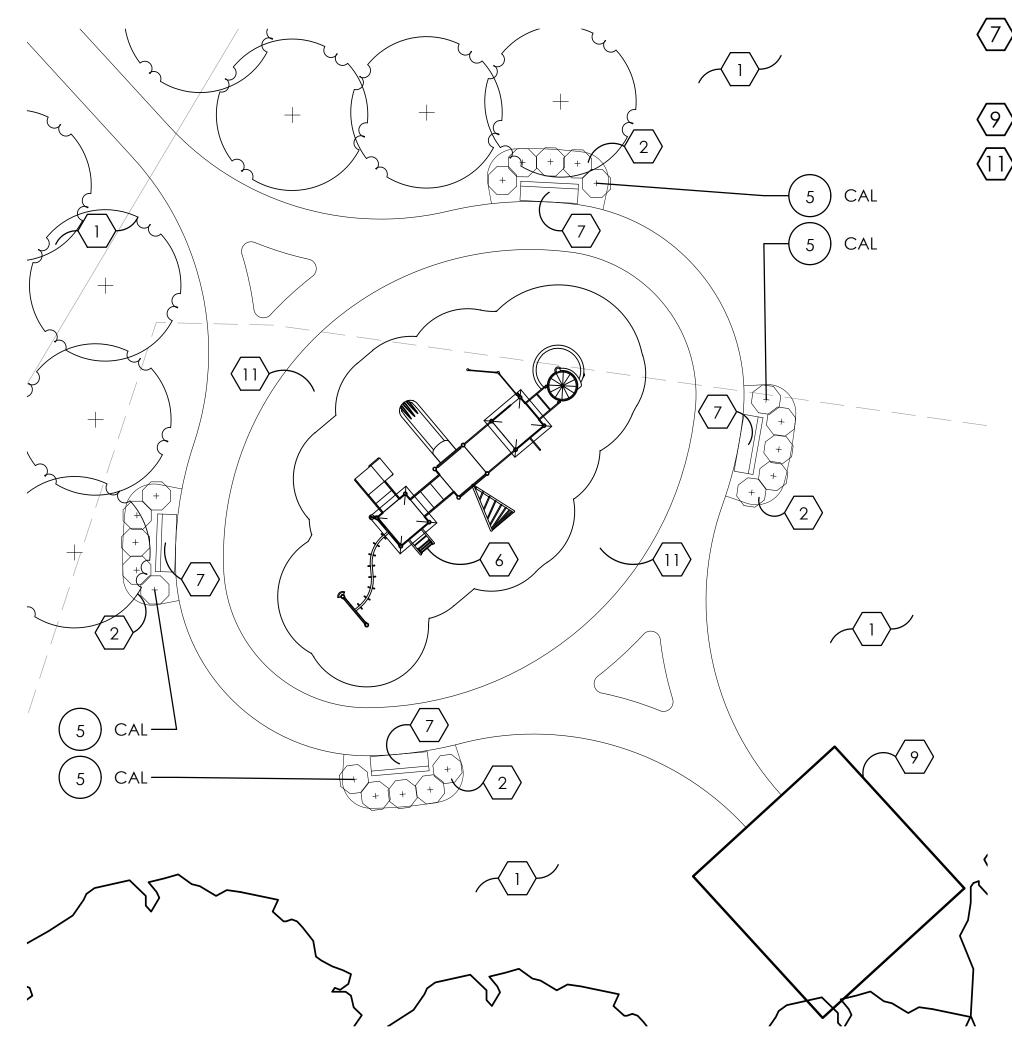
SEATING ENLARGEMENT (TYPICAL OF 2)

SCALE: 1" = 5'

## PLANT LIST - SEATING & PLAY AREA ENLARGEMENTS

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.
ORNA	<b>MENTA</b>	AL GRASSES/PERENNIALS			
32	CAL	CALAMAGROSTIS X ACUTIFLORA KARL FOERSTER	KARL FOERSTER FEATHER REED GRASS	NO. 1	CONT.

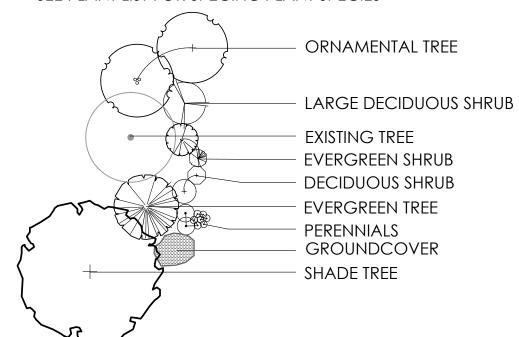


PLAY AREA ENLARGEMENT

SCALE: 1" = 10'



SEE PLANT LIST FOR SPECIFIC PLANT SPECIES



## CONSTRUCTION NOTES

- LAWN AREA, PROVIDE POSITIVE DRAINAGE ACROSS ALL SURFACES.
- LANDSCAPE AREA, PROVIDE 3" DEPTH HARDWOOD MULCH, POSITIVE DRAINAGE ACROSS ALL SURFACES.
  \*INSTALL 6' DIAMETER MULCH RING PER TREE\*
- MAIN ENTRY SIGN, SEE DETAIL 3, ON SHEET D-3.
- 4 CROSSBUCK FENCE. SEE DETAIL 1, ON SHEET D-3.
- TEMPORARY SIGN LOCATION. SEE DETAIL 6, ON SHEET D-3.
- UPLAY TODAY SLIDE MOUNTAIN PLAYGROUND EQUIPMENT. MODEL # UPLAY-015-N OR OWNER APPROVED EQUAL. AVAILABLE THROUGH WWW.ULTRAPLAY.COM, 1 (888) 403-7684. SEE DETAIL 7, ON SHEET D-3.
- 8' LONG METAL BENCH. NORTHGATE PARK BENCH, TBN-15; BLACK, OR OWNER APPROVED EQUAL. AVAILABLE FROM TREETOP PRODUCTS. SEE DETAIL 4, ON SHEET D-3.
- 9 SHELTER. SEE DETAIL 8, ON SHEET D-3.
- ENGINEERED WOOD FIBER MULCH SYSTEM 300 IN NATURAL WOOD COLOR OR OWNER APPROVED EQUAL. AVAILABLE THROUGH THE FIBAR GROUP, WWW.FIBAR.COM, 1 (800) 342-2721. DEPTH TO BE 12" TO MEET PLAYGROUND EQUIPMENT REQUIREMENTS. CONTRACTOR TO REFERENCE INSTALLATION SHEET FROM SUPPLIER ON METHOD OF INSTALLATION. SEE DETAIL 9, ON SHEET D-3

ANDSCAPE RGEMENT PLAN

REVISIONS

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TION LLC

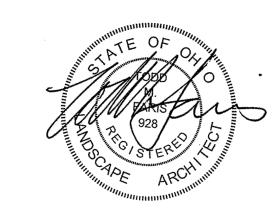
HE CAKS AL B
PREPARED FOR
CBS CONSTRUCTION
7846 GATEWAY LANE

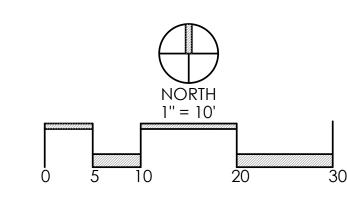
Planning & Design

DATE 02/06/24
PROJECT 22060

SHEET

**D-2** 





POSTS SHALL BE SOUND, STRAIGHT AND FREE FROM KNOTS, SPLITS, AND SHAKES, AND PEELED THEIR ENTIRE LENGTH. BOTH ENDS SHALL BE DOUBLE TRIMMED AND SAWED SQUARE

FENCE BOARDS:

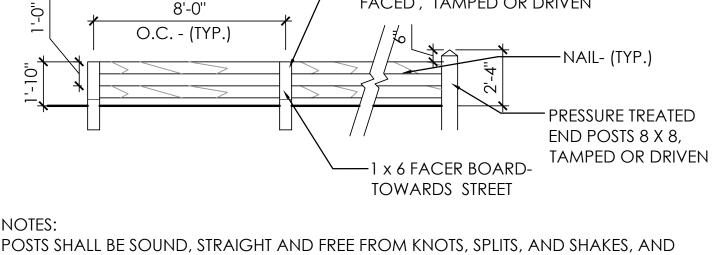
BOARDS SHALL BE 1" X 6" X 16' POPLAR, PRESSURE TREATED. THE BOARDS SHALL BE SOUND, STRAIGHT AND FREE OF KNOTS AND SHAKES

PAINT SHALL BE A SEMI GLOSS BLACK

**FASTENERS:** 

NAILS-10D PLAIN SHANK BOX GALVANIZED

# CROSS BUCK FENCE WITH TWO BOTTOM RAILS N.T.S.



POSTS SHALL BE SOUND, STRAIGHT AND FREE FROM KNOTS, SPLITS, AND SHAKES, AND PEELED THEIR ENTIRE LENGTH. BOTH ENDS SHALL BE DOUBLE TRIMMED AND SAWED SQUARE

- 6" DIA. PRESSURE TREATED LINE POSTS

'FACED', TAMPED OR DRIVEN

FENCE BOARDS

BOARDS SHALL BE 1" X 6" X 16' POPLAR, PRESSURE TREATED. THE BOARDS SHALL BE SOUND, STRAIGHT AND FREE OF KNOTS AND SHAKES

PAINT SHALL BE A SEMI GLOSS BLACK

**FASTENERS** 

NAILS-10D PLAIN SHANK BOX GALVANIZED

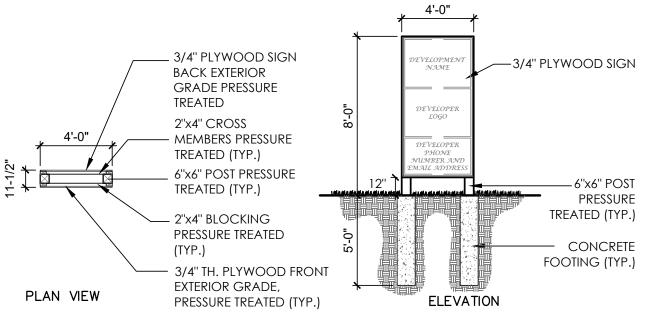
FOUR (4)"HI -LITE" ANGLE SHADE METAL HALIDE LIGHTS H-18110 W/ B-2 GOOSE NECK ARM OR OWNER-APPROVED EQUAL IN BLACK FINISH, AVAILABLE FROM LIGHTING UNLIMITED (614.487.1487) The Oaks || at Berlin DOUBLE-SIDED HIGH DENSITY URETHANE SIGN (22 SQ. FT. PER SIDE), FONT T.B.D. BY OWNER WOODEN POST, ARMS, AND MOLDINGPAINTED WITH EXTERIOR GRADE BLACK PAINT 4'-0'' CUT STONE CAP STONE COLUMN 8x16 CONCRETE BLOCK, TYP. 3'-0" SQUARE, TYP.

MAIN ENTRY SIGN (DOUBLE-SIDED) ELEVATION



MANUFACTURER: TREETOPPRODUCTS.COM MODEL: NORTHGATE PARK BENCH (SKU: TBN-15) DIMENSIONS: 91.5" L X 25" W X 18" H

BLACK METAL BENCH



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

TEMPORARY SIGN DETAIL

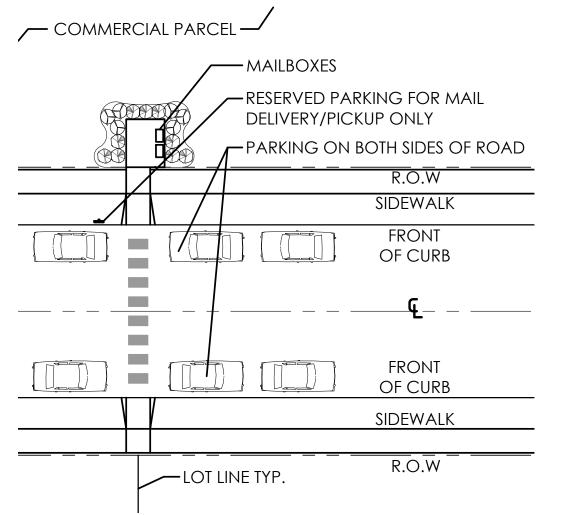


PROPOSED PLAYGROUND STRUCTURE OR OWNER APPROVED EQUAL)

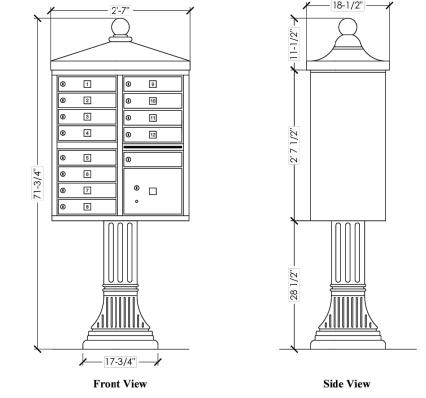


\*NOTE: 20'x20' SHELTER, SIMILAR IN DETAIL SHOWN ABOVE INCORPORATING CONCRETE PAD & DOWN LIGHTING

PROPOSED SHELTER (OR OWNER APPROVED EQUAL)



\*NOTE: SEE EXHIBIT D-4 FOR MORE INFORMATION REGARDING CBU SIGNAGE AND LAYOUT



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



3 - Stainless steel intake scree

16024 County Rd X, Kiel, WI USA 53042 800-693-3144 www.aquamasterfountains.com

**BASIC FLOW PATTERN (BFP)** 



HT x DIA ft UPPER 1 | 120 | 5.6 ELECTRICAL RATING Ph | VOLTAGE | AMPS | 1 | 208-240 | 2.8 HT x DIA m UPPER 2.4 x 0.9 ELECTRICAL RATING 1 | 220-230 | 3 Ph | VOLTAGE | AMPS



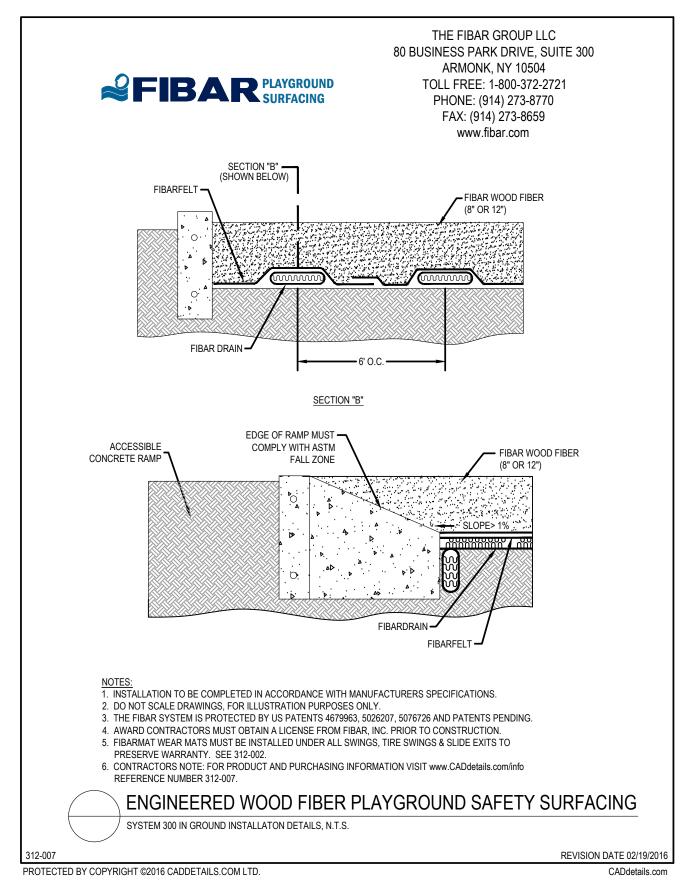
1 - Interchangeable nozzles 4 - Patented, high-efficency impeller systen

6 - AquaLock Connector (ALC) electrical quick disconnec

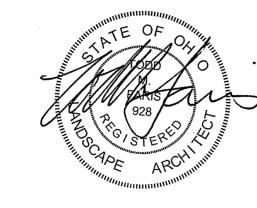


\*NOTE: GEYSER AERATOR FOUNTAIN FROM AQUA MASTERS (OR OWNER APPROVED EQUAL)

FOUNTAIN SHALL BE A 120V - 1 PHASE AND HAVE A SPRAY PATTERN OF 10' HGT. MINIMUM



O ENGINEERED WOOD FIBER DETAIL OR OWNER APPROVED EQUAL)



REVISIONS

DETAIL SITE

> BERLIN TION LL

Design Planning Paris

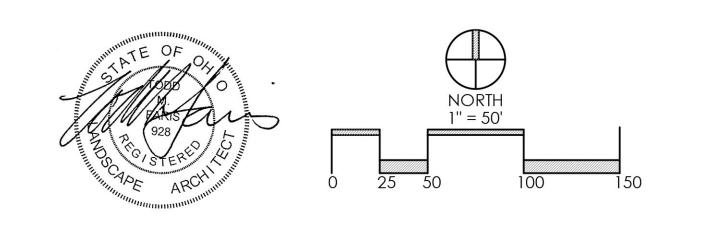
02/06/24 PROJECT 22060

SHEET



SITE DATA

TOTAL ACRES	±15.20 AC
TOTAL OPEN SPACE	±5.00 AC
% OPEN SPACE (20% REQUIRED)	±32.9%

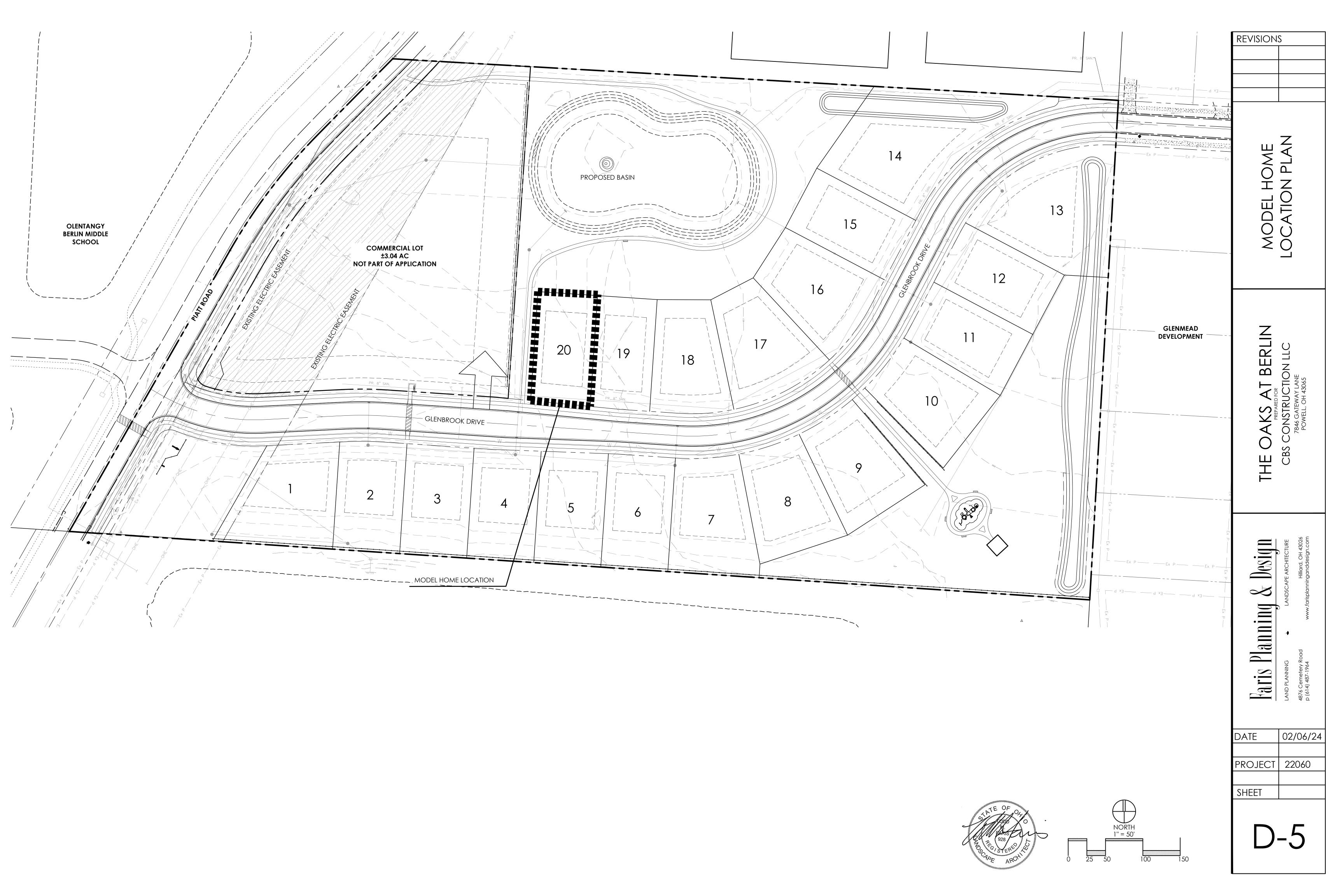


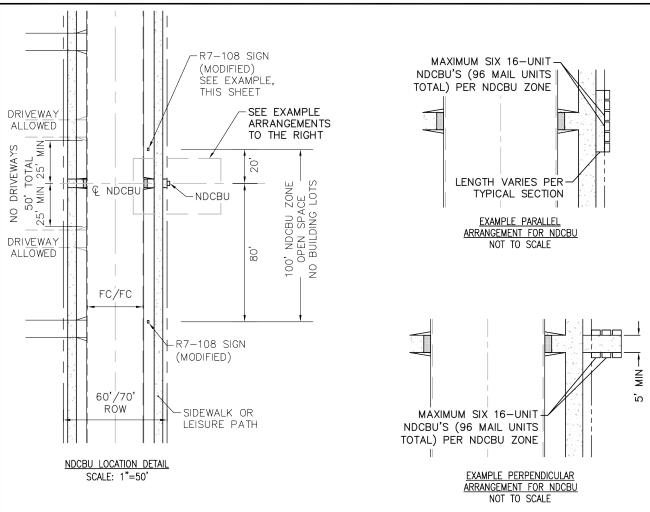
OPEN SPACE BERLIN

Design Paris Planning

02/06/24 PROJECT 22060

SHEET







EXAMPLE R7-108 MODIFIED SIGNAGE NOT TO SCALE

#### **GENERAL NOTES:**

- A MAXIMUM OF 96 MAIL UNITS AT A SINGLE "NDCBU ZONE" WILL BE PERMITTED TO PREVENT QUEUING FOR MAIL PICKUP.
- 2. NDCBU'S SHALL ONLY BE PERMITTED ON TANGENT ROADWAY SECTIONS, NOT ON ANY PART OF A HORIZONTAL CURVE.
- 3. NDCBU ZONE SHALL BE LOCATED ADJACENT TO OPEN SPACE. NO BUILDING LOT FRONTAGE SHALL BE PERMITTED WITHIN THE NDCBU ZONE ON THE SAME SIDE OF STREET.
- 4. NDCBU'S SHALL BE LOCATED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY, WITHIN H.O.A.-OWNED AND MANAGED PROPERTY, IF AVAILABLE. THE TOWNSHIP AND COUNTY SHALL NOT BE <u>RESPONSIBLE FOR MAINTENANCE OF ANY PART OF THE ND</u>CBU OR CONCRETE PAD, INCLUDING THE CLEARING OF SNOW OR ICE FROM THE NDCBU AREA. WRITTEN APPROVAL FROM THE TOWNSHIP WOULD BE REQUIRED FOR INSTALLATION WITHIN THE RIGHT-OF-WAY.
- 5. NDCBU'S SHALL BE PLACED SUCH THAT THE FACE OF THE NDCBU ABUTS THE RIGHT-OF-WAY. A WALKWAY (5 FT MIN WIDTH) SHALL BE CONSTRUCTED TO CONNECT THE SIDEWALK/LEISURE PATH TO THE NDCBU CONCRETE PAD.
- 6. NDCBU CONCRETE PADS, EITHER SINGLE OR MULTIPLE UNIT, SHALL BE CONSTRUCTED PER THE USPS APPROVED SPECIFICATION.
- 7. NDCBU'S SHALL NOT BE LOCATED ON ARTERIAL ROADWAYS. NDCBU'S MAY BE LOCATED ON COLLECTOR AND LOCAL ROADWAYS, INCLUDING CUL-DE-SACS, PROVIDED ON-STREET OR OFF-STREET PARKING IS PROVIDED.
- 8. NDCBU'S SHALL BE LOCATED A MINIMUM DISTANCE OF 50 FEET FROM ANY INTERSECTION.

#### 27' STREET SECTION NOTES:

9. MAILBOX NDCBU'S SHALL NOT BE LOCATED ON THE SAME SIDE OF THE STREET AS THE WATER MAINS/HYDRANTS.

#### 32' AND 36' STREET SECTION NOTES:

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

 MAILBOX NDCBU'S MAY BE LOCATED ON EITHER SIDE OF THE STREET, BUT SHALL NOT BE LOCATED WITHIN 50 FT OF A FIRE HYDRANT.



COLLECTION BOX UNITS

— APPROVED XX/XX/2020 (NDCBU) DESIGN CRITERIA

REVISED XX/XX/2020

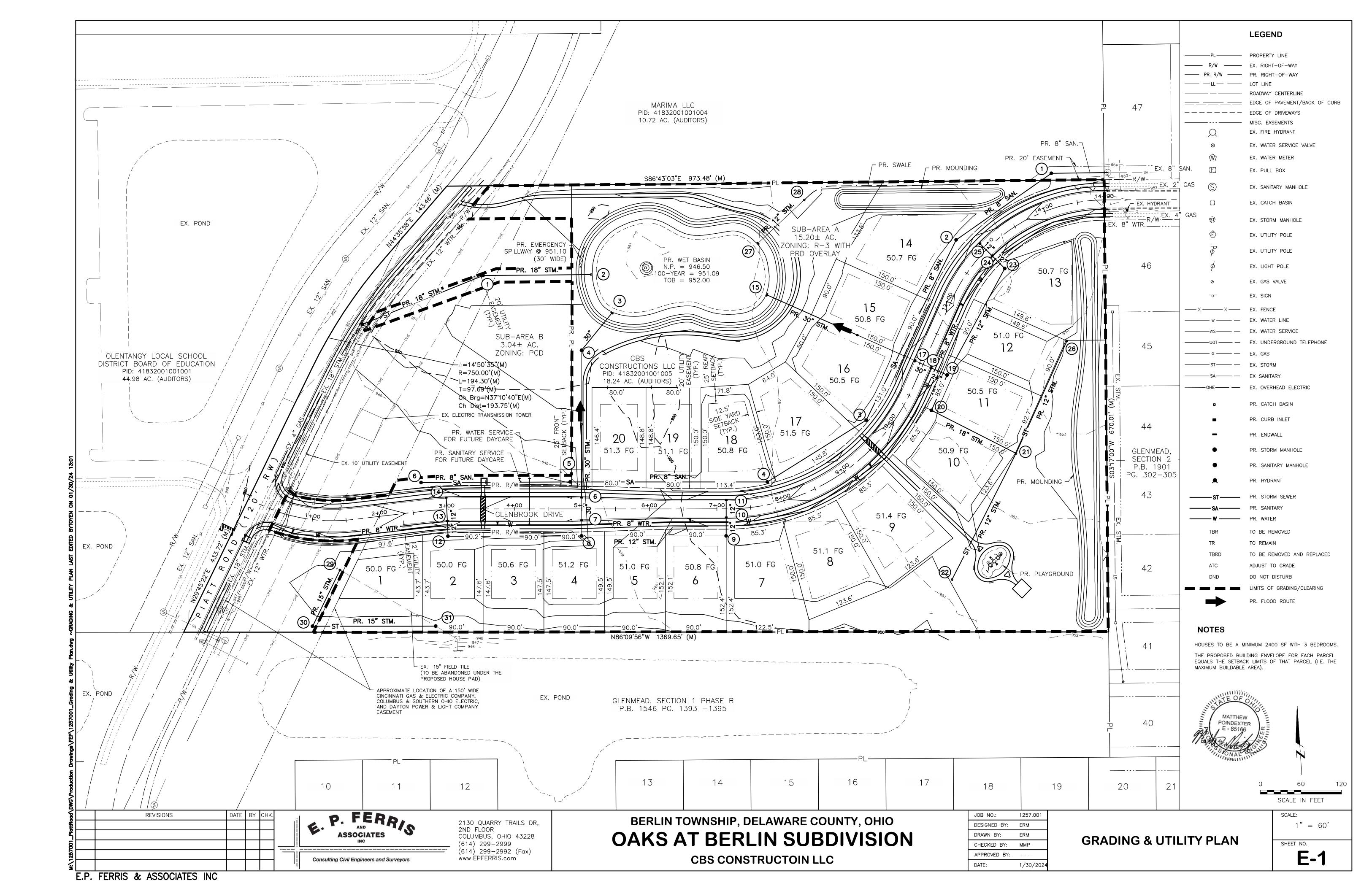
(NDCBU) DESIGN CRITERIA

sheet 1 of 1 DCED-R2333

STANDARD CONSTRUCTION DRAWING

NEIGHBORHOOD DELIVERY &

EXHIBIT D-6





## **Delaware County**

Regional Sewer District

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

sent via email: clescody@epferris.com

January 18, 2024

Christopher L. Lescody, P.E. E.P. Ferris & Associates, Inc. 2130 Quarry Trails Drive Columbus, OH 43228

Re: Serviceability Request

Piatt Road

Parcel: 41832001001005

Dear Mr. Lescody:

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

#### **Availability**

The Delaware County Sanitary Engineer's Office can confirm that public sanitary sewer is available to serve the above referenced parcel provided that the development obtain sanitary service via the existing 8" sanitary sewer on the Glenmead property to the east. Extensions from the existing sanitary sewer will be necessary to provide service to the proposed development.

#### **Capacity**

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

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

Sincerely,

Kuly Jhil Kelly Thiel Staff Engineer III

cc: mpoindexter@epferris.com

EXHIBIT E-2

Officers

PAMALA L. HAWK
President

PERRY K. TUDOR
Vice President

ROBERT W. JENKINS
Secretary

G. MICHAEL DICKEY
Treasurer

GLENN MARZLUF
General Manager/CEO

BRIAN COGHLAN Chief Operating Officer



#### 6658 OLENTANGY RIVER ROAD DELAWARE, OHIO 43015

www.delcowater.org Phone (740) 548-7746 • (800) 521-6779 Directors
MARC A. ARMSTRONG

DAVID A. BENDER

DOUGLAS D. DAWSON

TIMOTHY D. MCNAMARA

MICHAEL (NICK) D. SHEETS

January 16, 2024

Matt Poindexter: Via Email: <a href="mailto:mpoindexter@epferris.com">mpoindexter@epferris.com</a>

Dear Mr. Poindexter:

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: +/- 20 single-family units, Parcel 418-320-01-001-005 Location: East side of Piatt Road, +/-900 feet north of Glenmead Dr.

Land Size: ±18.24 acres

This site can be served from an existing 12-inch waterline located on Piatt Road

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

Sincerely,

DEL-CO WATER COMPANY, INC.

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



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

10/13/2022

Christopher L. Lescody, PE E.P. Ferris & Associates, Inc. 2130 Quarry Trails Dr, 2<sup>nd</sup> Floor Columbus, OH 43228

RE: AVAILABILITY OF ELECTRICAL SERVICE

#### **Piatt Road Development**

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 mixed used development consisting of a 22-lot single-family residential and 3-acres of commercial development, is located on Piatt Rd, north of Glenmead Dr 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

#### 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

October 14, 2022

E.P. Ferris & Associates, Inc. Christopher L. Lescody, PE VIA Email: <a href="mailto:clescody@epferris.com">clescody@epferris.com</a>

RE: Piatt Road Development- Berlin Township

Dear Christopher:

In response to your request for natural gas service availability to the approximately 18.244 acres located on the east side of Piatt Road, north of Glenmead 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

P.O. Box 2553 Columbus, Ohio 43216 Tel. (614) 481-5263 Fax (614) 255-6428



November 4, 2022

Christopher L. Lescody E.P. Ferris & Associates, Inc. 2130 Quarry Trails Drive, 2<sup>nd</sup> Floor Columbus, Ohio 43228

RE: Rezoning for mixed-use development in Berlin Township, Ohio. The development in located on the east side of Piatt Road, north of Glenmead Road.

Dear Mr. Lescody:

This letter is to confirm that Charter Communications has the capacity and ability to provide advanced cable, high speed internet and digital phone services to the proposed mixed-use development in Berlin Township, Ohio. The development in located on the east side of Piatt Road, north of Glenmead Road.

If you have any questions, give me a call at 614-827-7971 and I will be happy to discuss this project with you.

Thank You!

Anthony Adams

Anthony Adams
Construction Manager
Anthony.adams@charter.com



## **Delaware County Engineer**

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

October 21st, 2022

Laura Borso Berlin Township 3271 Cheshire Road Delaware, Ohio 43035

Re: Piatt Road Development

#### Dear Laura:

The Delaware County Engineer's Office (DCEO) has reviewed the proposed conceptual layout submitted to our office October 13<sup>th</sup>, 2022, currently known as the Piatt Road Development in Berlin Township. The proposed conceptual layout appears to be generally feasible, with some relatively minor modifications to conform to DCEO Standards as noted below. Storm water management will be required to conform to current Delaware County Standards and is expected to be analyzed in more detail during the preliminary engineering phase.

We provide the following comments:

- 1) A Traffic Access Study (TAS) will be required for this development
- 2) Adequate sight distance the access point to the site will need to meet current standards.
- 3) Verify that there are adequate drainage outlets that exist for the site. There is an existing stream at the northwest corner of the site which could possibly serve as an adequate outlet; however, a detailed stormwater management engineering design is required before this determination can be made.
- 4) Drainage maintenance and drainage, erosion and sedimentation control (DESC) requirements will be required
- 5) Preliminary Engineering and Final Engineering plans will need to be submitted that comply with the current Delaware County Engineer's Design, Construction and Surveying Standards Manual.
- 6) Provide curb ramps/crosswalk across Piatt Road at the proposed intersection
- 7) Provide R/W to the parcel to the north (41832001001004 Currently owned by Marima LLC) near lot 15
- 8) Streetname will need to be Glenbrook Drive (continuation for the adjacent subdivision)
- 9) Width of Glennbrook Drive near Piatt Road shall be 36' (Length TBD)

Please note that the reviewed plans are conceptual in nature and, therefore, only address the conceptual layout. 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.

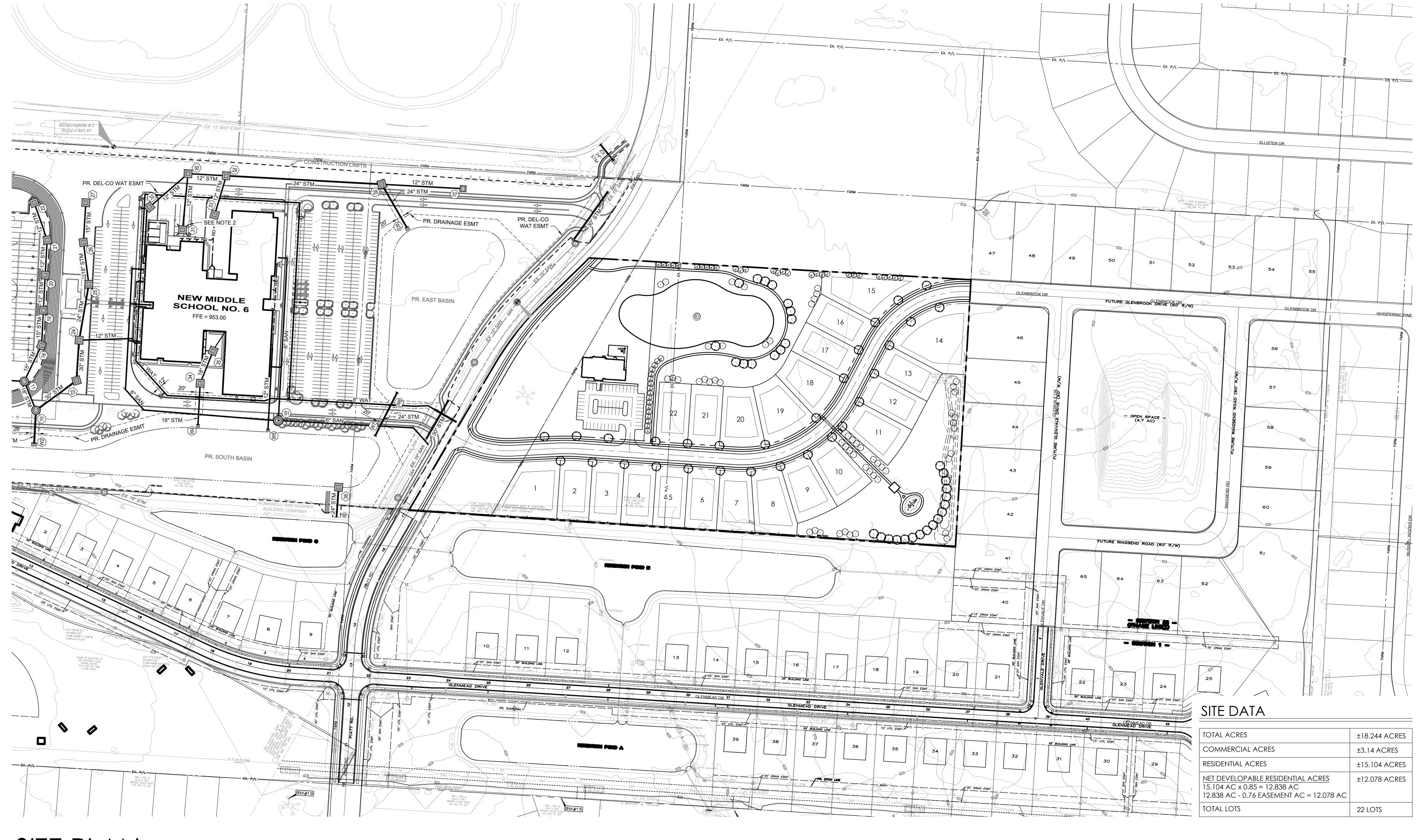
Sincerely,

Michael A. Love, P.E., PTOE Deputy Development Engineer

cc: Scott Sanders AICP, DCRPC

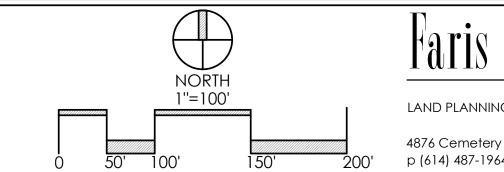
Christopher Lescody PE, EP Ferris & Associates, Inc

**EXHIBIT E-7** 



SITE PLAN

PIATT ROAD
PREPARED FOR CBS CONSTRUCTION LLC DATE: 10/7/22



LAND PLANNING



# TRAFFIC ACCESS STUDY

Piatt Road Development Piatt Road Delaware County, Ohio

Prepared by: E.P. Ferris & Associates, Inc. 880 King Avenue Columbus, Ohio 43212 (614) 299-2999 www.epferris.com

March 2, 2023

# **Traffic Impact Study**

# Piatt Road Development Piatt Road

**Delaware County, Ohio** 

Prepared under the direction of David L. Samuelson, PE

E.P. Ferris & Associates, Inc. 880 King Avenue Columbus, Ohio 43212 (614) 299-2999

DAVID

SAMUELSON

SAMU

David L. Samuelson, PE

Reg. No. 55330

#### **Purpose and Objectives:**

The objective of the traffic access study is to evaluate the access for the proposed development along Piatt Road, for 22 single-family detached homes and a 5,572 gsf daycare facility. The proposed site access is opposite an existing exit drive for a school campus, about 400 feet north of Piatt Road intersection at Glenmead Drive. The west frontage of the site is along Piatt Road. The proposed access road will extend east through the site and connect to Glenbrook Drive and the street network further east. Site plan information is in **Appendix A**. An update to the Study below reflects estimation of daily volumes on the site drive, under the 'No-Build Traffic' section. Study recommendations are unchanged.

#### **Study Parameters:**

The study parameters were established in a Memorandum of Understanding (MOU), dated November 1, 2022, and is in **Appendix A**. The MOU was reviewed and approved by the Delaware County Engineer's Office (DCEO). Note that the MOU did not include reference to the daycare facility. The study years are 2024 (opening day) and 2034 (opening day+10-year horizon). The weekday PM peak hour was evaluated. The Study area is limited to the intersection of Piatt Road/Proposed Access.

#### **STUDY AREA:**

#### Land Use:

The proposed development is 22 single family detached units and a 5,572 gsf daycare facility. The site is currently undeveloped as well as the land north of the site. There is a school campus to the west of Piatt Road, and residential developments to the east and south. **Piatt Road** is a 3-lane road, with a posted speed limit of 45 mph. The site access is proposed as a 2-lane road (one ingress/one egress at Piatt Road).

#### **STUDY TRAFFIC VOLUMES:**

#### General:

**Appendix B** provides traffic volume information for Piatt Road as provided by DCEO. Per the MOU, that traffic volume information was extrapolated for Opening Year and Opening Year+10.

#### **No-Build Traffic:**

In addition to the projected Piatt Road traffic by DCEO, some of the area residential traffic east of the site will use the proposed site access at Piatt Road. A review of that area residential development indicates traffic from about 90 of those residences that might use Piatt Road or use Lackey Old State Road, but for this study analysis has been rounded up to 100. See illustration with the 90 highlighted residences in **Appendix B**. In order to determine how many residences might use Piatt Road versus Lackey Old State Road, a ratio comparison of current volumes has been made between volumes on the two roads. This analysis also assumes none of those non-site residences would be oriented south on Russel Woods Drive.

A review of MORPC and ODOT data for Lackey Old State Road showed 2021 volumes ranging from 3,678 near US 36, to 3,534 south of Curve Road. The 3,534 volume was used for this analysis. From the Piatt Road data provided by DCEO, the daily volume was extrapolated from Year 2018 to 2021, resulting in a 2021 daily volume of 4,225. Comparing the ratio of 4,225 on Piatt Road to the 3,534 on Lackey Old State Road, the ratio is 54 percent oriented towards Piatt Road, and 46 percent towards Lackey Old State Road.

Page **1** of **3** 

The next step was to determine how much of that non-site traffic would turn from the access on Piatt Road and head south, and how much to the north. Following the DCEO data, 55 percent is oriented to/from the south along Piatt Road, and 45 percent to/from the north along Piatt Road. These volumes have been added to Piatt Road traffic to result in total non-site traffic, and are provided in **Appendix B.** 

Per request of the DCEO, an update to this Study includes an estimation of daily volumes along the Site drive. Details are provided at the end of Appendix B. The results indicate that site drive volumes at Piatt Drive (west end of site drive) are estimated to be in the range of 1,200-1,500 vehicles per day. At the east end, daily volumes are estimated at 1,000-1,200 vehicles per day.

#### Site Traffic:

The Study is focused on the PM peak site traffic. Site trip generation is based upon the ITE Trip Generation Report, 11<sup>th</sup> Edition, and is summarized below in **Table 1** and provided in **Appendix B**.

Table #1 – Site Trip Generation Summary

		remenantion our minuty				
Time	Size	Unit	Method	Entry	Exit	Total
Period				Split%	Split%	Trips
PM Peak	22	Dwelling Units	Ln (T)=0.94Ln(X)+0.27	15	9	24
				63%	37%	
PM Peak	5.572	KSF	T=11.12(X)	29	33	62
				47%	53%	
			TOTAL	44	42	86

#### **Distribution of Site Traffic:**

Site generated traffic distribution was based on the DCEO traffic volume information. Although it is possible some of the site traffic may be oriented east to and from Lackey Old State Road, this study conservatively assumes all site traffic will use the access at Piatt Road. From the DCEO information, it is assumed most of the site trips are oriented to and from the south (55 percent), and the remaining 45 percent oriented to and from the north. Site trip distribution is illustrated in **Appendix B**.

#### **Build (Total) Traffic:**

Build traffic (No-Build plus site volumes), is included in Appendix B for Years 2024 and 2034.

#### **TRAFFIC ANALYSIS:**

#### **Turn Lane Warrants:**

Turn lane warrants for a northbound right turn lane on Piatt Road at the site access follow ODOT criteria for Stop controlled side streets or driveways. The right turn lane warrant analyses are provided in **Appendix C** including site development and anticipated non-site development. The results show a right turn lane is not warranted nor recommended at this driveway. Although in Year 2034 including site traffic the warrant analysis shows a right turn close to meeting warrants, this Study assumes all site traffic will only enter or exit via Piatt Road. It is instead more likely that some of the site trips will instead be oriented to and from the east and use Lackey Old State Road, similar to non-site volumes described previously. This would mean a right turn lane volume on Piatt Road would be further reduced and further lessen the need for a northbound right turn lane on Piatt Road.

Page **2** of **3** 

#### **Capacity Analysis:**

Level of service (LOS) and vehicle delay are the standards used to evaluate the operation of the study intersection during the peak traffic hours. Synchro Software (Version 11) was used for the intersection analysis, and the software is based on the latest Highway Capacity Manual published by the National Highway Research Board. Level of Service thresholds are summarized in **Table 2**. Level of service D on approach lanes and an overall LOS C was used as the minimum accepted without recommendation for mitigation. Unsignalized intersection total delay was reported as the minor street delays. The capacity analyses are provided in **Appendix C**.

Table #2 - Level of Service Criteria

Lovel of Comice	Average Delay (sec/vehicle)				
Level of Service	Unsignalized Intersections				
А	≤ 10.0				
В	> 10.0 and ≤ 15.0				
С	> 15.0 and ≤ 25.0				
D	> 25.0 and ≤ 35.0				
E	> 35.0 and ≤ 50.0				
F	> 50.0				

#### **Analysis of Piatt Road at Site Access:**

The study intersection was evaluated for side street stop control, and the results are summarized in **Table 3**, with the analyses provided in **Appendix C**. The analysis shows relatively minor delay increases associated with the addition of site traffic. Overall, results show acceptable delay conditions for all scenarios, and no improvements are needed nor recommended at this driveway.

Table #3-Capacity Analysis Results-Piatt Road at Site Access (Stop Sign Control on Site Access and School Drive)

				Analysi	s Year				
		2024	1			20	34		
Approach Delay	Backgro including N		•	ound Plus ite	Background including Non-Site		Backgro		
		PM		PM		PM		PM	
Eastbound Left		B/13.6		B/14.9		C/16.5		C/18.5	
Eastbound Right		B/11.6		B/12.1		B/13.1		B/13.8	
Westbound (Site)		B/12.1		B/13.5		B/14.2		C/16.5	
Southbound Left		A/7.9		A/8.0		A/8.2		A/8.3	

#### **Sight Distance Conditions at Proposed Site Access:**

A sight distance triangle was prepared for site traffic exiting the proposed driveway along Piatt Road. The Ohio Location and Design Manual was used for this analysis for intersection sight distance. For a posted speed limit of 45 mph and an Intersection Sight Distance (ISD) of 500 feet the results indicate no sight distance restrictions.

#### **Recommendations:**

Overall, no improvements are needed nor are they recommended at the intersection of Piatt Road at the site access.

Page 3 of 3

# APPENDIX A

Piatt Road Development

Delaware County, Ohio



SITE PLAN

PIATT ROAD
PREPARED FOR CBS CONSTRUCTION LLC
DATE: 10/7/22





APPROVED

By mlove at 9:40 am, Nov 02, 2022

Consulting Civil Engineers and Surveyors

2130 QUARRY TRAILS DRIVE, 2ND FLOOR \_\_\_\_\_\_\_ COLUMBUS, 0H 43228 614-299-2999 | 614-299-2992 FAX

### Memorandum of Understanding

November 1, 2022

Between: Delaware County Engineers,

and E.P. Ferris & Associates, Inc.

Re: Traffic Access Study Scope for the Piatt Road Development

#### **Purpose**

The purpose of this Memorandum of Understanding (MOU) is to establish a scope for the Traffic Access Study of the Piatt Road Development in Berlin Township, Ohio (referred to below as the Piatt Development). The site is located along Piatt Road. An access along Piatt Road is proposed, to be located about 400 feet north of Glenmead Drive, opposite an exitonly drive for a school campus. Piatt Road is a 3-lane curbed road in this area, with a posted speed limit of 45 MPH. The scope of the Access Study was based upon discussions with Delaware County Engineer's (DCEO) staff.

#### **Proposed Development**



The Piatt Development will consist of 22 single family residential units, located east of Piatt Road. A Stop-sign controlled access is proposed along Piatt Road opposite an exit-only

#### Road connection to the east is existing

road by others. That future road in turn will connect to other existing roadways that extend further to the east and south, respectively to tackey old state Road, and Glennead Drive. The result is current and future residences in this area will have multiple access/egress routes. Although some of the Piatt Development traffic may use the access alternatives, this will be offset by other residences using the Piatt access. For simplicity, the trip volumes at the proposed access are assumed to be equivalent to trips generated by the 22 homes of the Piatt Development.

Cant assume this. Will need to estimate traffic from adjacent subdivision(s) that will use this proposed intersection

#### **Traffic Volumes**

-Include proposed ADT on new road

Non-Site Traffic:

DCEO provided traffic data for Piatt Road, as summarized below. Per discussion with the DCEO, only the commuter PM peak will be evaluated. This data indicates an annual growth rate of 4.73% (straight line). The following table also includes non-site volumes estimated for analysis of Year 2024 (Opening Day) and 2034 (Opening Day + 10).

Year 2018 ADT	3700
Year 2038 ADT	7200
Design Hourly Volume (2018)	370 (10%)
Directional Distribution	55/45 (PM peak-55 NB/45 SB)
Trucks (Daily)	74 (2%)
Design Speed/Legal Speed	45 MPH
Classification	Rural Major Collector
Estimated Volumes	
Year 2024	4750 Daily, 475 PM (261 NB, 214 SB)
Year 2034	6500 Daily (650 PM (358 NB, 292 SB)
Assumed Exit-only School Traffic opposite Site	5 exit right and 5 exit left
Access during Commuter PM Peak	

#### Trip Generation:

Site trip generation estimates during the PM Peak Commuter Peak are summarized below in Table 1 and are based upon the ITE Trip Generation Manual, 11<sup>th</sup> Edition.

Table 1. Trip Generation -Piatt Road Development (ITE Land Use Code 210)

Time Period	Size	Unit	Method	Entry	Exit	Total
			(Peak Hour of Generator)	Split%	Split%	Trips
PM Peak	22	Dwelling	Ln(T)=0.94Ln(X) + 0.27	15	9	24
		Units		63%	37%	

#### Site Traffic Distribution:

It is assumed site traffic patterns will follow the north-south PM commuter peak pattern along Piatt Road (55% to/from the south, 45% to/from the north).

#### **Scope of Analysis**

Capacity Analysis:

Capacity analysis of the study access will be based on Synchro software. An overall LOS C and a LOS D per approach will be used to determine improvement needs, if any.

Turn Lane Warrants/Turn Lane Lengths:

Right turn lane warrants will be evaluated for northbound Piatt Road at the site access. The right turn lane length, if warranted, will be calculated, and will follow the ODOT Location and Design Manual (ODOT L&D) guidelines. If needed, the right turn volumes will also be reviewed to determine how close the warrants are to being met. There is an existing southbound left turn lane.

Sight Distance Analysis:

A sight distance evaluation will be performed for the site access along Piatt Road and conform to ODOT L&D criteria.

Items not included in Study:

No signal warrant analyses will be conducted.

No crash analysis will be included.

Cost estimates or plans/improvement schematics, if any, will be prepared separately.

#### Report

The report will include detailed text of analysis, results, recommendations, tables, figures, and appendices. The report will provide recommendations to mitigate anticipated traffic and will categorize recommendations into No-Build and Build.

#### **Memorandum of Understanding**

The letter shall serve as a memorandum of understanding between the DCEO, and the Applicant who is represented by the Preparer for the approval of the Traffic Impact Study. All items agreed to by the DCEO and the Preparer shall be incorporated into the Traffic Access Study for final approval by the DCEO.

Sincerely,

E.P. FERRIS & ASSOCIATES

David L. Samuelson, PE
Senior Traffic Engineer

Delaware County Engineers Office (or their representative)

Signature:	Date:	

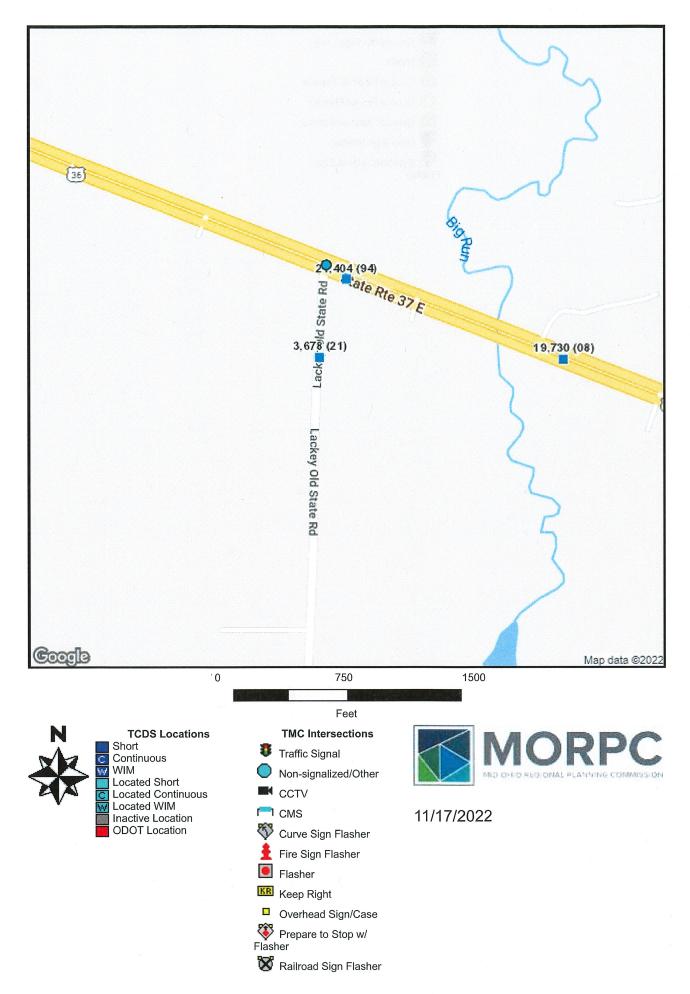
# APPENDIX B

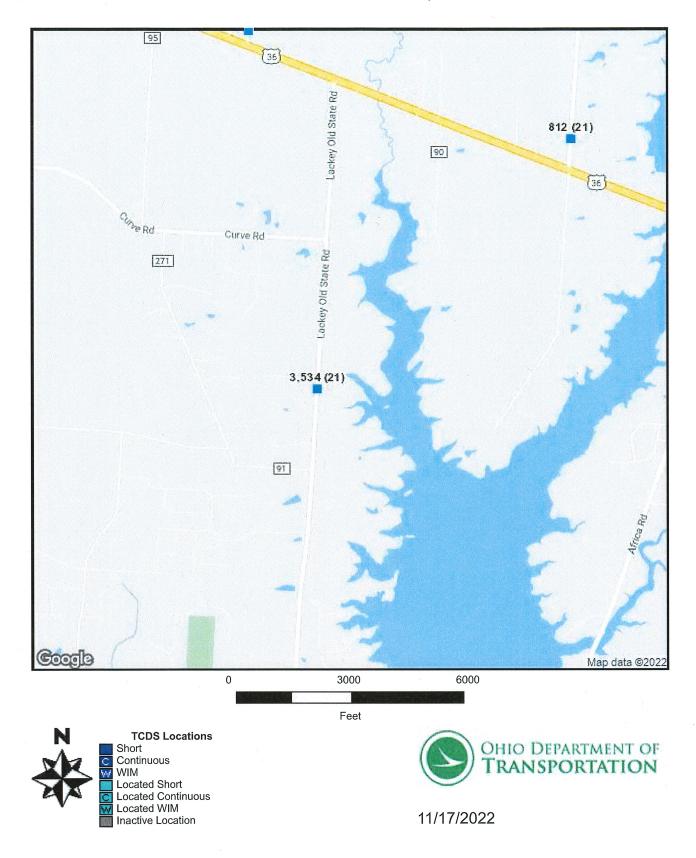
Piatt Road Development

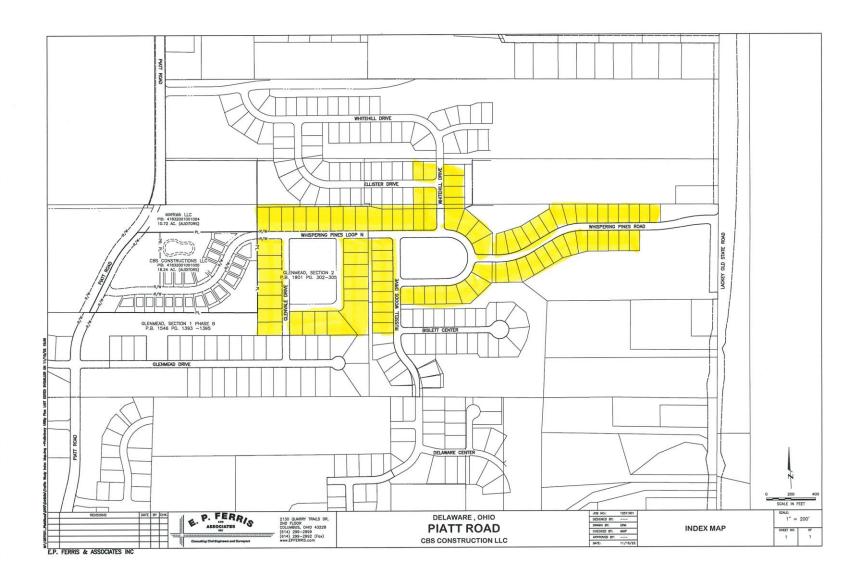
Delaware County, Ohio

## DESIGN DESIGNATION

DEGIGIT DEGIGITATION	PIATT RD. CHESHIRE RD.	
CURRENT ADT (2018)	3700 6250	
DESIGN YEAR ADT (2038)	_ 7200 14000	
DESIGN HOURLY VOLUME (2018)	370 630	
DIRECTIONAL DISTRIBUTION		
TRUCKS (24 HOUR B&C)	- 74 187.5	
DESIGN SPEED	45 MPH 45 MPH	
LEGAL SPEED	45 MPH 45 MPH	
DESIGN FUNCTIONAL CLASSIFICATION:		
RURAL MAJOR COLLECTOR		
MHS PROJECT	_ NO	







Yellow shaded areas are residential trips that may use Lackey Old State to east or use Piatt Road access to the west.

90 homes shaded yellow. For analysis, assume rounded up to 100 homes.

Note some of the 100 homes may travel south instead via Russell Woods Street, bur for this analysis assume the options are only Lackey Old State or Piatt Road.

.

Graph Look Up 11/18/22 10:40 AM

#### ITETripGen Web-based App







1/1



ITETripGen Web-based App Data Plot and Equation DATA STATISTICS Querv Filter Graph Look Up Land Use: Single-Family Detached Housing (210) Click for Description and Data Plots DATA SOURCE: Trip Generation Manual, 11th Ed v Independent Variable Dwelling Units 2,500 SEARCH BY LAND USE CODE: Time Period: 210 Peak Hour of Adjacent Street Traffic 2.000 One Hour Between 4 and 6 p.m. LAND USE GROUP: (200-299) Residential Setting/Location: v General Urban/Suburban LAND USE Trip Type: Add Users = Trip Ends 1,500 210 - Single-Family Detached Housing Vehicle Number of Studies: LAND USE SUBCATEGORY: 208 All Sites v 1,000 Avg. Num. of Dwelling Units: SETTING/LOCATION Average Rate: v General Urban/Suburban 0.94 Range of Rates: INDEPENDENT VARIABLE (IV): 0.35 - 2.98 Dwelling Units v Standard Deviation: TIME PERIOD: 1,000 1.500 2,500 Fitted Curve Equation: Weekday, Peak Hour of Adjacent Street Traffic > X = Number of Dwelling Units Ln(T) = 0.94 Ln(X) + 0.27TRIP TYPE: Reset Zoom Restore 0.92 Vehicle **Directional Distribution:** X Study Site Fitted Curve --- Average Rate ENTER IV VALUE TO CALCULATE TRIPS: 63% entering, 37% exiting Calculate 100 Calculated Trip Ends: Average Rate: 94 (Total), 59 (Entry), 35 (Exit) Fitted Curve: 99 (Total), 62 (Entry), 37 (Exit) Use the mouse wheel to Zoom Out or Zoom In. Hover the mouse pointer on data points to view X and T values.

DERIVATION OF TOTAL NON-SITE TRIPS LIKELY TO USE PIATT ROAD OR LACKEY OLD STATE ROAD

https://itetripgen.org/Query

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#### VOLUME COMPARISONS PIATT ROAD AND LACKEY OLD STATE ROAD

#### PIATT ROAD FROM DCEO

2018 DAILY VOLUME	3700
2038 DAILY VOLUME	7200
ANNUAL GROWTH RATE PERCENT	4.73
2021 VOLUMES	4225
2024 VOLUMES	4750
2038 VOLUMES	6500

#### LACKEY OLD STATE FROM MORPC SOUITH OF US 36/SR 37

2021 MORPC DAILY VOLUME 3678 SOUTH OF US 36/SR 37 2021 ODOT DAILY VOLUME 3534 SOUTH OF CURVE ROAD

USE 2021 ODOT DAILY VOLUME FOR RATIO COMPARISON TO PIATT RD

COMPARISON LACKEY OLD STATE TO PIATT 2021 VOLUMES

4225 VS 3534 RATIO 54% VS 46%

INDICATES THAT NON-SITE RESIDENTS SELECTING BETWEEN PIATT RD AND LACKEY OLD STATE ROAD IS 54 PERCENT USING PIATT ROAD.

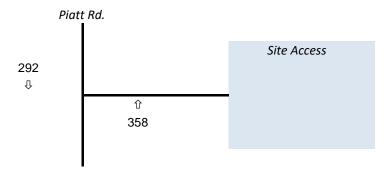
## USE THIS 54/46 RATIO IN DETERMINING NON-SITE PM PEAK TRIP DISTRIBUTION BETWEEN PIATT ROAD AND LACKEY OLD STATE ROAD

PER TRIP RATE DATA	IN	OUT	TOTAL	
100 RESIDENCES PM PEAK HOUR		62	37	99
OF THESE TRIPS,				
54% ASSIGNED TO PIATT ROAD		33	20	53
55% OF THOSE TRIPS TO FROM SOUTH		18	11	
45% OF THOSE TRIPS TO FROM NORTH		15	9	

2024 PM Peak Hour Traffic

2034 PM Peak Hour Traffic





PM Peak Hour Non-Site at Piatt Intersection

	Piati	t Rd.			
		Ŷ <u>.</u>	9		
	15 ৬	ℐ	11		
5*	Ď			於	
5*	$\Rightarrow$			18	
5*	₹				

<sup>\*</sup>School Exit drive traffic assumed during commuter PM Peak Hour

Graph Look Up 11/18/22 10:39 AM

v

#### ITETripGen Web-based App









Graph Look Up ITETripGen Web-based App Querv Filter Graph Look Up DATA SOURCE: Trip Generation Manual, 11th Ed v SEARCH BY LAND USE CODE: 210 LAND USE GROUP: (200-299) Residential ~ LAND USE : Add Users 210 - Single-Family Detached Housing LAND USE SUBCATEGORY: All Sites v SETTING/LOCATION: General Urban/Suburban v

INDEPENDENT VARIABLE (IV):

ENTER IV VALUE TO CALCULATE TRIPS:

Weekday, Peak Hour of Adjacent Street Traffic >

Calculate

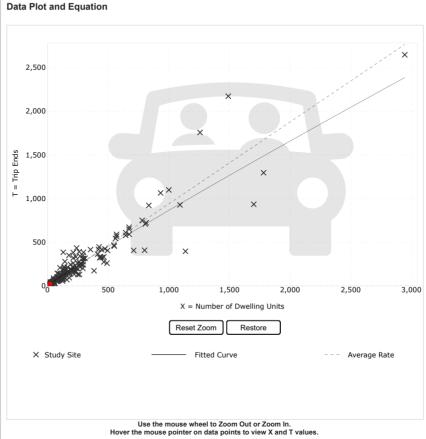
Dwelling Units

TIME PERIOD:

TRIP TYPE:

Vehicle

22



#### DATA STATISTICS Land Use: Single-Family Detached Housing (210) Click for Description and Data Plots Independent Variable: Dwelling Units Time Period: Peak Hour of Adjacent Street Traffic One Hour Between 4 and 6 p.m. Setting/Location: General Urban/Suburban Trip Type: Vehicle Number of Studies: 208 Avg. Num. of Dwelling Units: Average Rate: 0.94 Range of Rates: 0.35 - 2.98 Standard Deviation: Fitted Curve Equation: Ln(T) = 0.94 Ln(X) + 0.270.92 **Directional Distribution:** 63% entering, 37% exiting Calculated Trip Ends: Average Rate: 21 (Total), 13 (Entry), 8 (Exit) Fitted Curve: 24 (Total), 15 (Entry), 9 (Exit)

**ESTIMATION OF SITE TRIPS** 

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Graph Look Up 12/8/22. 12:45 PM

#### ITETripGen Web-based App





DATA STATISTICS



# Graph Look Up

ITETripGen Web-based App Querv Filter Graph Look Up DATA SOURCE: Trip Generation Manual, 11th Ed SEARCH BY LAND USE CODE: 565 LAND USE GROUP: V (500-599) Institutional LAND USE Add Users 565 - Day Care Center LAND USE SUBCATEGORY: All Sites ~ SETTING/LOCATION: General Urban/Suburban ~ INDEPENDENT VARIABLE (IV): 1000 Sq. Ft. GFA v TIME PERIOD: Weekday, Peak Hour of Adjacent Street Traffic 🔻 TRIP TYPE:

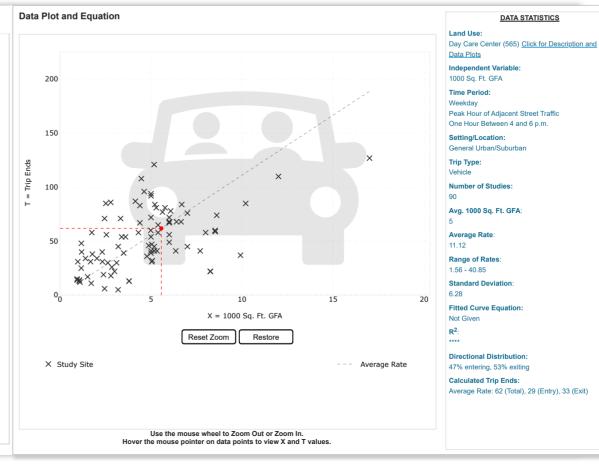
Vehicle

5.57

ENTER IV VALUE TO CALCULATE TRIPS:

VERSION: 6.0.1 (UPDATES) | DATA: 11TH EDITION | TERMS AND CONDITIONS | PRIVACY | ITE MARKETPLACE

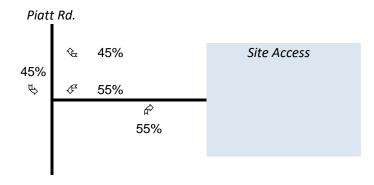
Calculate



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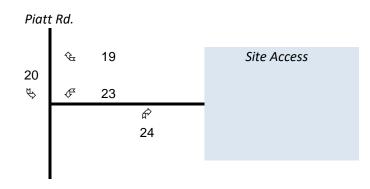
https://itetripgen.org/Query 1/1 Piatt Development Figure 2

# Site Trip Distribution



# PM Peak Hour Site Trips

TOTAL IN = 44 TOTAL OUT = 42



Piatt Development Figure 3

2024 PM Peak Hour Traffic Background + Non-Site

	Piati	t Rd.			
214	15	Ŷ <del>Ŀ</del>	9		Site Access
<b>₽14</b>	₽	₹	11		
5	Ð		①	於	
5	$\Rightarrow$		261	18	
5	₹				

2034 PM Peak Hour Traffic Background + Non-Site

	Piatt	t Rd.			
		ŶĿ	9		Site Access
292	15				
Û	₽	F	11		
5	Ď		仓	於	
5	$\Rightarrow$		358	18	
5	₹				

2024 PM Peak Hour Traffic Total With Site

Piatt Rd.

\$\frac{1}{4} 28\$ Site Access

214 35
\$\frac{1}{4} \frac{1}{4} \fra

2034 PM Peak Hour Traffic Total With Site

	Piati	: Rd.			
292	35	Œ	28		Site Access
		-	0.4		
Û	₿	Æ	34		
5	Ď		矿	於	
5	$\Rightarrow$		358	42	
5	₹				

#### March 2, 2023

As an update to this Traffic Study (Study), a DCEO review requested an estimate of daily volumes along the site drive, both at Piatt Road and at the east end of the site.

As outlined previously in Appendix B, this Study estimated that 100 non-site residences would use the Piatt Road access. This Study also conservatively assumed all site traffic would be oriented to/from Piatt Road. With this in mind, see below regarding derivation of daily volumes along the site driveway both at Piatt Road and at the east end of the site drive. Because of potential variation in non-site and site trips heading only towards Piatt Road, values below have been rounded to nearest 100 vehicles.

#### East end of site drive -

Assume 100 single family homes (non-site) at east end of site on this drive, and assume no site trips. Daily weekday volume from ITE trip rates=1,009 (formula for trip rate used). If some site trips head east from site on this site drive rather than only towards Piatt Road and add to the 100 homes, then ADT likely in range of 1,000-1,200 ADT.

West end of site drive at Piatt Road
Assume 100 non-site single family homes per above-daily volume 1,009
22 Site single family homes-daily volume 250 (formula for trip rate used)
5,572 GSF daycare facility-daily volume 265 (average rate used)
Sum of these ADT's is 1,524.

Actual volume may be less. Assume ADT on site drive at Piatt Road may be in range of 1,200-1,500 ADT.

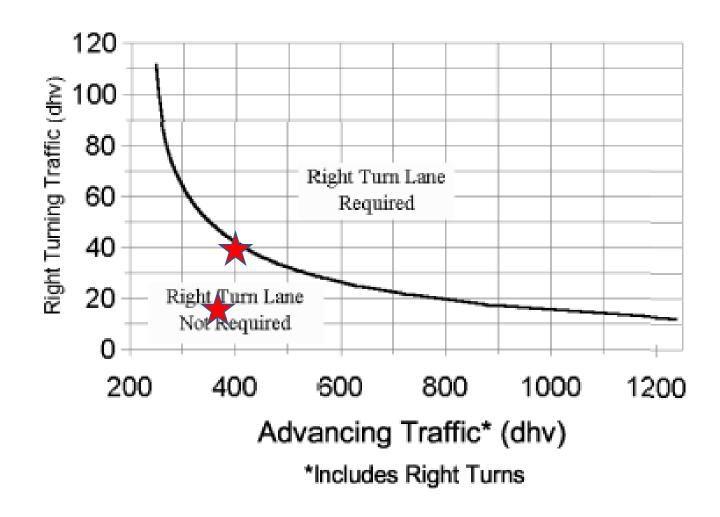
# APPENDIX C

Piatt Road Development

Delaware County, Ohio

# 2-Lane Highway Right Turn Lane Warrant

> 40 mph or 70 kph Posted Speed



# 2-LANE RIGHT TURN LANE WARRANT (HIGH SPEED)

2034 NO BUILD NB TOTAL 376 NB RIGHT 18

2034 BUILD
NB TOTAL 400
NB RIGHT 42

RESULTS-RIGHT TURN
LANE NOT WARRANTED
WITH OR WITHOUT SITE
DEVELOPMENT

401-6b

STUDY ASSUMES NO SITE TRIPS ORIENTED TO AND FROM EAST TOWARDS LACKEY OLD STATE ALTHOUGH IT IS LIKELY THAT WILL OCCUR. THIS WILL FURTHER LESSEN A NEED FOR A NORTHBOUND RIGHT TURN LANE

Intersection												
Int Delay, s/veh	1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	*	f)						ĵ.			<b>†</b>	
Traffic Vol, veh/h	5	5	5	11	0	9	0	261	18	15	214	0
Future Vol, veh/h	5	5	5	11	0	9	0	261	18	15	214	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	0	-	-	0	-	-	-	-	-	0	-	-
Veh in Median Storage	e,# -	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	5	5	5	12	0	10	0	284	20	16	233	0
Major/Minor	Minor2			Minor1			Major1		1	Major2		
Conflicting Flow All	564	569	233	564	_	294	-	0	0	304	0	0
Stage 1	265	265	-	294	-		-	-	-	-	-	-
Stage 2	299	304	_	270	_	_	_	-	_	_	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	-	6.22	-	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	_	-	-	_	_	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	-	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	_	3.318	-	_	_	2.218	-	-
Pot Cap-1 Maneuver	436	432	806	436	0	745	0	-	-	1257	-	0
Stage 1	740	689	-	714	0	-	0	-	-	-	-	0
Stage 2	710	663	-	736	0	-	0	-	-	-	-	0
Platoon blocked, %								-	_		-	
Mov Cap-1 Maneuver	426	426	806	425	-	745	-	-	_	1257	-	-
Mov Cap-2 Maneuver	426	426	-	425	-	-	-	-	_	-	-	-
Stage 1	740	680	-	714	-	-	-	-	-	-	-	-
Stage 2	701	663	-	716	-	-	-	-	-	-	-	-
Ŭ												
Approach	EB			WB			NB			SB		
HCM Control Delay, s	12.3			12.1			0			0.5		
HCM LOS	В			В								
Minor Lane/Major Mvn	nt	NBT	NBR	EBLn1 E	EBLn2V	VBLn1	SBL	SBT				
Capacity (veh/h)		-	-	426	557	527	1257	-				
HCM Lane V/C Ratio		-	-	0.013	0.02	0.041	0.013	-				
HCM Control Delay (s)		-	-	13.6	11.6	12.1	7.9	-				
HCM Lane LOS		-	-	В	В	В	Α	-				
HCM 95th %tile Q(veh	)	-	-	0	0.1	0.1	0	-				

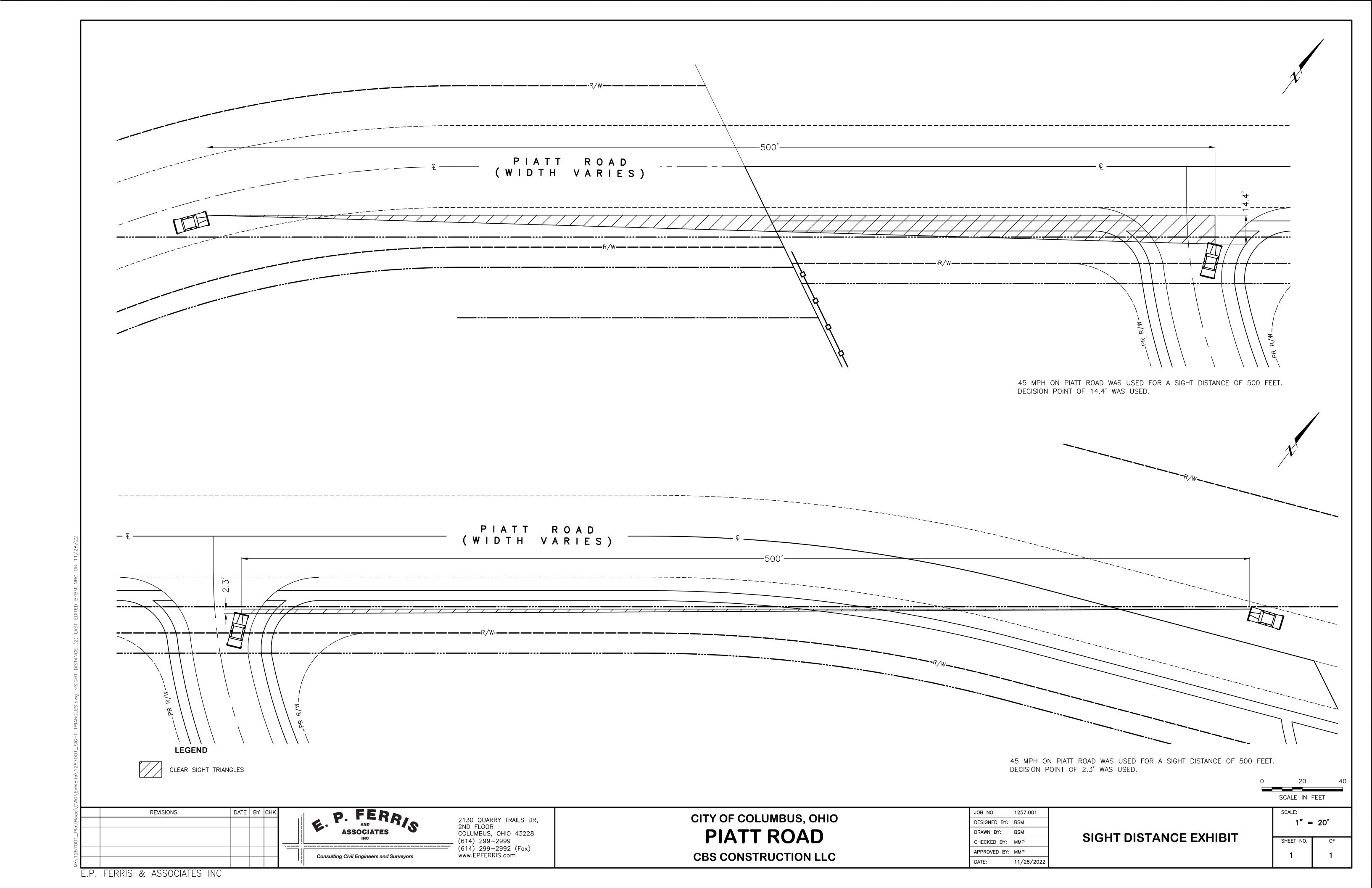
Page 1 Synchro 11 Light Report 11/22/2022

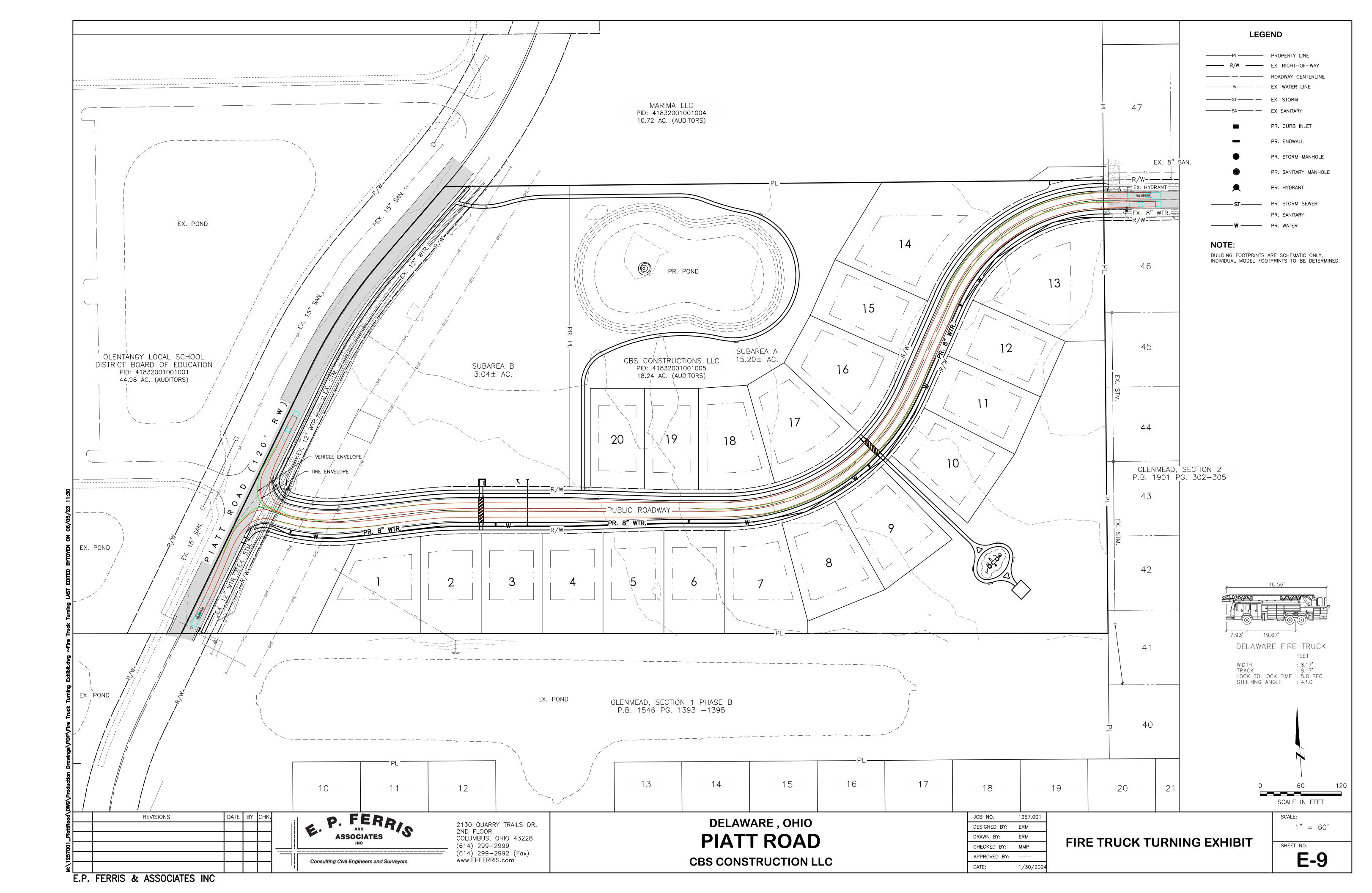
Interception												
Intersection	2.1											
Int Delay, s/veh	2.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	ሻ	f)		Ť				f)		*	<b>†</b>	
Traffic Vol, veh/h	5	5	5	34	0	28	0	261	42	35	214	0
Future Vol, veh/h	5	5	5	34	0	28	0	261	42	35	214	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	0	-	-	0	-	-	-	-	-	0	-	-
Veh in Median Storage	e,# -	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	5	5	5	37	0	30	0	284	46	38	233	0
Major/Minor	Minor2			Minor1		ı	Major1			Major2		
Conflicting Flow All	631	639	233	621		307	<u>viajoi i</u> -	0	0	330	0	0
Stage 1	309	309	233	307	-	307	-	-	-	550	-	-
Stage 2	322	330	-	314	-		-	-		-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	-	6.22		_	_	4.12	_	
Critical Hdwy Stg 1	6.12	5.52	0.22	6.12	_	0.22	_		_	4.12	_	
Critical Hdwy Stg 2	6.12	5.52		6.12	_		_	_			_	_
Follow-up Hdwy	3.518	4.018	3.318	3.518	_	3.318	_	_	_	2.218	_	_
Pot Cap-1 Maneuver	394	394	806	400	0	733	0	_	_	1229	_	0
Stage 1	701	660	-	703	0	- , 00	0	_	_	-	_	0
Stage 2	690	646	-	697	0	-	0	-	-	_	-	0
Platoon blocked, %	3,0	310						_	_			
Mov Cap-1 Maneuver	369	382	806	384	-	733	-	-	-	1229	-	-
Mov Cap-2 Maneuver	369	382	-	384	-	-	_	-	_	-	-	-
Stage 1	701	640	-	703	-	-	-	_	-	-	-	-
Stage 2	661	646	-	665	-	_	_	_	_	-	_	-
- · · g - =		, , ,										
Approach	EB			WB			NB			SB		
	13			13.5			0			1.1		
HCM LOS							U			1.1		
HCM LOS	В			В								
Minor Lane/Major Mvn	nt	NBT	NBR	EBLn1 l			SBL	SBT				
Capacity (veh/h)		-	-	369	518	489	1229	-				
HCM Lane V/C Ratio		-	-	0.015				-				
HCM Control Delay (s)		-	-	14.9	12.1	13.5	8	-				
HCM Lane LOS	,	-	-	В	В	В	Α	-				
HCM 95th %tile Q(veh	)	-	-	0	0.1	0.5	0.1	-				

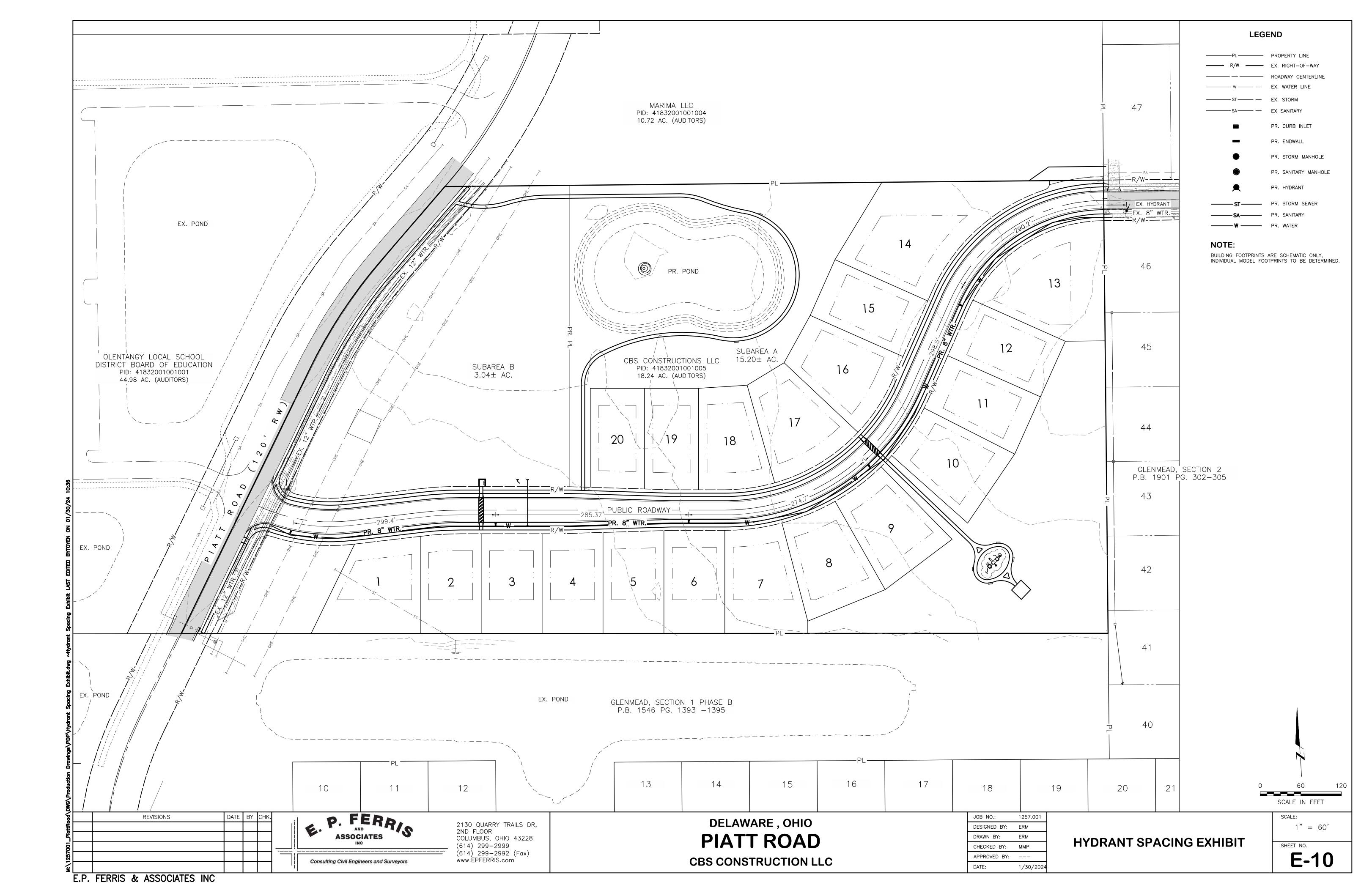
Intersection												
Int Delay, s/veh	0.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	ሻ	f)		ች				f)		ሻ	<b>†</b>	
Traffic Vol, veh/h	5	5	5	11	0	9	0	358	18	15	292	0
Future Vol, veh/h	5	5	5	11	0	9	0	358	18	15	292	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	0	-	-	0	-	-	-	-	-	0	-	-
Veh in Median Storage	e,# -	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	5	5	5	12	0	10	0	389	20	16	317	0
Major/Minor	Minor2		ı	Minor1			Major1			Major2		
Conflicting Flow All	753	758	317	753	-	399	-	0	0	409	0	0
Stage 1	349	349	-	399	-	-	-	-	-	-	-	-
Stage 2	404	409	-	354	-	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	-	6.22	-	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	-	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	-	3.318	-	-	-	2.218	-	-
Pot Cap-1 Maneuver	326	336	724	326	0	651	0	-	-	1150	-	0
Stage 1	667	633	-	627	0	-	0	-	-	-	-	0
Stage 2	623	596	-	663	0	-	0	-	-	-	-	0
Platoon blocked, %								-	-		-	
Mov Cap-1 Maneuver	318	331	724	316	-	651	-	-	-	1150	-	-
Mov Cap-2 Maneuver	318	331	-	316	-	-	-	-	-	-	-	-
Stage 1	667	624	-	627	-	-	-	-	-	-	-	-
Stage 2	614	596	-	643	-	-	-	-	-	-	-	-
, and the second second												
Approach	EB			WB			NB			SB		
HCM Control Delay, s	14.2			14.2			0			0.4		
HCM LOS	В			В								
Minor Lane/Major Mvr	nt	NBT	NBR	EBLn1 l	EBLn2V	VBLn1	SBL	SBT				
Capacity (veh/h)		-	-	318	454	411	1150	-				
HCM Lane V/C Ratio		-	-	0.017	0.024	0.053	0.014	-				
HCM Control Delay (s	)	-	-	16.5	13.1	14.2	8.2	-				
HCM Lane LOS		-	-	С	В	В	Α	-				
HCM 95th %tile Q(veh	1)	-	-	0.1	0.1	0.2	0	-				

Page 1

Intersection												
Int Delay, s/veh	1.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	ሻ	f)		ች				ĵ.		ች	<b>↑</b>	
Traffic Vol, veh/h	5	5	5	34	0	28	0	358	42	35	292	0
Future Vol, veh/h	5	5	5	34	0	28	0	358	42	35	292	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	0	-	-	0	-	-	-	-	-	0	-	-
Veh in Median Storage		0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	5	5	5	37	0	30	0	389	46	38	317	0
Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	820	828	317	810		412	viajoi i -	0	0	435	0	0
Stage 1	393	393	317	412	-	412		-	-	433	-	U
Stage 2	427	435	-	398	-		-	-			-	
Critical Hdwy	7.12	6.52	6.22	7.12	-	6.22	-	-	-	4.12	_	-
Critical Hdwy Stg 1	6.12	5.52	0.22	6.12		0.22		-		4.12	-	
Critical Hdwy Stg 2	6.12	5.52	-	6.12	_			_	-	-	-	-
Follow-up Hdwy	3.518	4.018		3.518	_	3.318				2.218	_	
Pot Cap-1 Maneuver	294	306	724	298	0	640	0	_	_	1125	_	0
Stage 1	632	606	727	617	0	-	0	_	_	- 1120	_	0
Stage 2	606	580	_	628	0	_	0	_	_	_	_	0
Platoon blocked, %	300	000		020				_	_		_	
Mov Cap-1 Maneuver	273	296	724	284	_	640	_	_	_	1125	_	_
Mov Cap-2 Maneuver	273	296	727	284	_	- 0-10	_	_	_	- 1125	_	_
Stage 1	632	585	-	617	-	-	_	_	_	-	-	_
Stage 2	577	580	_	597	_	_	_	_	_	_	_	_
Stage 2	377	300		371								
Approach	EB			WB			NB			SB		
HCM Control Delay, s	15.4			16.5			0			0.9		
HCM LOS	13.4 C			C			- 0			0.7		
TIOWI EOU												
Minor Lane/Major Mvn	nt	NBT	NBR	EBLn1 I	FBI n2V	VBI n1	SBL	SBT				
Capacity (veh/h)				273	420	379	1125					
HCM Lane V/C Ratio						0.178						
HCM Control Delay (s)	1	-	-	18.5	13.8	16.5	8.3	-				
HCM Lane LOS				C	13.0 B	C	0.3 A	-				
HCM 95th %tile Q(veh	)	-	-	0.1	0.1	0.6	0.1	-				
HOW 75th 70the Q(Ven	1)			U. I	U. I	0.0	U. I	_				









# Berlin Township Fire Department Fire Prevention Bureau

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

Fire Chief AJ Miller Lt. Craig A. Hall, Fire Prevention

October 31, 2023

Matt Poindexter. PE E.P. Ferris & Associates, Inc. 2130 Quarry Trail Dr. 2<sup>nd</sup> Fl. Columbus, Ohio, 43228

I am writing in response to your request regarding the proposed land use development know as Oaks at Berlin Development. 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 **Preliminary Project Drawings**, that were forward for review.

The following drawings, have passed my review:

- 1. Fire Truck turning radius
- 2. Hydrant spacing and water line size
- 3. Preliminary utility's
- 4. Change in roadway width

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. Craig A. Hall, CFSI



January 10, 2023

To whom it may concern.

CBS Constructions LLC Has the ability to finance with our bank the property know as 00 Piatt road. We financed the purchase of the property in 2022. Currently CBS Constructions LLC is in process of getting approval from bank for next stage of the development.

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 Union savings bank.

If you have any other questions, please feel free to call me at any time.

Mark A Cooper

Mark A. Cooper My Mortgage Guy 3550 W. Dublin Granville Road Columbus OH 43235 614-633-6120 CELL NMLS# 681544











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

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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 <u>Exhibit A</u> 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

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.

government providing utility services.

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

- This Declaration shall apply to the entire Property as described on the attached Exhibit A. If Developer owns, and/or acquires additional parcels adjacent to the Property, intended by Developer for future development, generally consistent with the development of the Property, Developer may annex said additional parcels to, and declare them to be, subsequent phases of the Subdivision. Upon such annexation, Developer shall have the right, but not the obligation, to subject such annexed parcels to the terms and conditions of this Declaration. Developer may subject annexed adjacent parcels to this Declaration without modification, or Developer may supplement and amend this Declaration as it applies to such additional phases of development. As to each development phase of the Subdivision, Developer may re-record this Declaration with an attached exhibit which modifies and/or supplements this Declaration with respect to such phase, or Developer may incorporate this Declaration by reference into a supplemental declaration which establishes the modifications and/or supplemental provisions desired by Developer to be applicable to such phase. The modifications and/or supplemental provisions applicable to different phases of development at the Subdivision may be comparable to, more restrictive or less restrictive than the parallel provisions applicable to other development phases, as determined to be appropriate by Developer in the exercise of its sole discretion. In the event of any inconsistency between the provisions of this Declaration and the provisions of any phase-specific modifications and/or supplements hereto, the terms of the phase-specific document shall control.
- B. Developer reserves the right at any time prior to the transfer of the last Lot (as defined hereinafter) owned by it at the Subdivision, to create an association for the purpose of carrying out and performing certain obligations as described herein. The right so reserved by Developer creates no obligation on Developer's part to create such an association, if Developer determines in the exercise of its sole discretion, that the creation of such an association is not desirable. In the event Developer does not create an association prior to the time it transfers the last Lot owned by it at the Subdivision, an association may be formed thereafter by the agreement of a majority of the Owners. In recognition of the benefits which may result from a homeowners' association, and in further recognition of the detrimental impact which an improperly organized association may have on the Property, Developer establishes and declares that in the event an association is established, whether by Developer or by any Owners, the purpose of which is to own and/or maintain any portion of the Property on behalf of the various owners of Lots in the Subdivision, said association shall be formed and shall operate in accordance with the terms and conditions of, and shall be subject to, the restrictions provided hereinafter. Until such time as an association is formed for such purpose, the terms and conditions contained herein regarding such association's operations shall be deemed mere surplussage, and shall not affect the validity or enforceability of any other provision hereof.

#### II. **DEFINITIONS**

- A. "Annual Assessment" amount to be paid to the Association by each Owner annually.
- B. "Assessments" collectively referring to Annual Assessments, Lot Assessments and Special Assessments.
- C. "Association" the legal entity (and its successors and assigns) formed for the purpose of owning and/or maintaining any portion of the Property on behalf of the owners of two (2) or more Lots in the Subdivision. If formed, the Association shall be named \_\_\_\_\_\_\_ ASSOCIATION, INC., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity.
- D. "Association Documents" the formative documents of the Association, consisting of the articles of incorporation, code of regulations and any and all procedures, rules, regulations or policies adopted by the Association, or comparable formative documents if the Association is not a corporate entity.
  - E. "Board" the board of trustees or other management body of the Association.
- F. "Common Expenses" expenses incurred in maintaining all of the Common Property, and in the context of Article IX (C), "Common Expenses" shall mean the projected expense of maintaining all Common Property at the time that the Subdivision is completely developed and all Lots are resident occupied.
- G. "Common Property" all real and personal property now or hereafter acquired, pursuant to this Declaration or otherwise, and owned by the Association for the common use and the enjoyment of the Owners, or if not owned by the Association, real or personal property for the maintenance of which the Association is responsible under the terms of this Declaration, applicable zoning regulations, or under any other agreement or instrument to the terms of which the Association is bound.
- H. "Developer" \_\_\_\_\_\_\_, and any manager, member, officer, successor or assignee thereof to which Developer specifically assigns any of its rights under this Declaration by a written instrument.
- I. "Improvements" all man-made or man-installed alterations to the Property which cause the Property to deviate from its natural condition, including but not limited to buildings, outbuildings and garages; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools and tennis courts; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences,

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

- J. "Lot" a discrete parcel of real property identified upon the recorded Subdivision\_ plat of the Property, or recorded re-subdivision thereof and any other discrete parcel of real property designated by Developer, excluding the Common Property and any portion of the Property dedicated for public use. Developer has and reserves the right to split and/or combine currently platted Lots into new platted Lots without the consent or approval of Owners of other Lots in the Subdivision, as Developer may deem such split or combination to be beneficial to the Property from time to time. Any and all references herein to a "Lot" shall include any such 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 <u>Exhibit A</u> 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. <u>Use of Lots</u>. 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. <u>Use of Common Property</u>. 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. <u>Hazardous Actions or Materials</u>. 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. <u>Signs</u>. 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. <u>Animals</u>. 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 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. <u>Nuisances</u>. 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. <u>Business</u>. 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. <u>Storage</u>. No open storage of any kind is permitted. No storage buildings of any kind are permitted, including without limitation, sheds or barns.
- I. <u>Hotel/Transient Uses; Leases</u>. 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 fortyeight (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. <u>Trash</u>. 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. <u>Antennae</u>. 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. <u>Utility Lines</u>. All utility lines on the Property shall be underground, subject to the requirements of relevant governmental authorities and utility companies.
- N. <u>Tanks</u>. 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. <u>Street Trees</u>. 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. <u>Mailbox</u>. 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. <u>Yard Lights and Lamp Posts</u>. All yard lights and lamp posts shall conform to the standards set forth by the Developer and the Design Review Board.
- R. <u>Fencing</u>. 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. <u>Swimming Pools</u>. 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. <u>Compliance With Zoning Requirements</u>. 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. <u>Design Review Board</u>. 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. <u>Modifications</u>. 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. <u>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 <u>prior written consent of the Design Review Board</u>. 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</u>

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. <u>Variances</u>. 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. <u>Improvements by Developer</u>. 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. <u>Easement of Access and Enjoyment Over Common Property</u>. 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. <u>Right of Entry for Repair</u>. 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.

- 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. <u>Easement for Services</u>. 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. <u>Membership</u>. 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

- Common Property. Developer may, from time to time, at Developer's option, A. 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. <u>Personal Property and Real Property for Common Use</u>. 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. <u>Cost-Sharing Agreements</u>. 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. <u>Rules and Regulations</u>. 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. <u>Implied Rights</u>. 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. <u>Managing Agent</u>. 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. <u>Condemnation</u>. 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. <u>Books, Records</u>. 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. <u>Operating Fund</u>. 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. <u>Types of Assessments</u>. 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. <u>Annual Assessments</u>. 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. <u>Special Assessments</u>. 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. <u>Initial Beautification Assessment</u>: 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.
- Lot Assessments. The Board may levy a Lot Assessment against any Lot(s) and F. 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. <u>Interest; Late Charge</u>. 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. <u>Liability for Unpaid Assessments</u>. 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.

- <u>Liens</u>. All unpaid Assessments, together with any interest and charges 3. 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. <u>Vote on Association Matters; Use of Common Property</u>. 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. <u>Maintenance by Association</u>. 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. <u>Maintenance by Owner</u>. 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. <u>Right of Association to Repair Lot</u>. 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. <u>Damage to Common Property By Owner or Occupant</u>. 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. <u>Term.</u> 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. <u>Enforcement; Waiver</u>. 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.

- 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. <u>Developer's Rights to Complete Development</u>. 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. <u>Developer's Rights to Replat Developer's Property</u>. 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. <u>Mortgagee Rights</u>. 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. <u>Indemnification</u>. 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. <u>Severability</u>. 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. <u>Captions</u>. 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. <u>Notices</u>. 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
dat	e first above	written.											

	(Incart company nama)	
	(Insert company name) an Ohio corporation,	
	By:	
STATE OF OHIO		
	as acknowledged before me this	
20, by corporation.	, of	an Ohio
	Notary Public	

# **EXHIBIT A**

# LEGAL DESCRIPTION OF THE PROPERTY

# **EXHIBIT B**

# SPECIAL EASEMENTS SITE PLAN

[ATTACHED]

# **EXHIBIT C**

# APPROVED FENCE DETAIL

