

# HARPER'S POINTE

**Final Development Plan  
+Zoning Map Amendment**

Beech Ridge Drive  
Powell, Ohio  
April 24, 2015



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# CITY OF POWELL

## PLANNING AND ZONING COMMISSION (P&Z)

### ZONING MAP AMENDMENT APPLICATION

ALL ITEMS ON THIS APPLICATION MUST BE COMPLETED.

Application Fee: \$750.00\*

**Applicant:** Len Pivar Builder Inc dba Arlington Homes

Address/City/State/Zip: 165 Thornbury Lane, Powell OH 43065

Email Address: lenpivarbuilder@midohio.twcbc.com

Phone No: 614-847-9110

Cell Phone No: 614-206-2665

Fax No: na

**Property Owner:** Gertrude Trowbridge

Address/City/State/Zip: 9030 Francine Lane, Powell, OH 43065

Email Address: NA

Phone No: 740-881-6350

Cell Phone No: NA

Fax No: NA

**Architect/Designer for Applicant:** Faris Planning and Design LLC

Address/City/State/Zip: 243 N 5th Street, Columbus, Ohio 43215

Email Address: tfaris@farisplanninganddesign.com

Phone No: 614-487-1964

Cell Phone No: 614-284-4574

Fax No: NA

**Property Address:** 2470 West Powell Road, Powell, Ohio 43065

Lot Number/Subdivision: pid31942513046000 Existing Use: Single Family and Commercial Proposed Use: PR district-

Reason for Administrative Review (attach necessary documents): Rezoning and approval of Final Development Pla

#### Checklist:

- ☒ Attach a list of contiguous property owners as well as directly across the street from and within 250 feet of property
- ☒ Attach **15 copies** of a vicinity map
- ☒ Attach statement of compatibility of proposed zoning and use with adjacent properties and comprehensive plan
- ☒ Provide a PDF copy of all plans, drawings, text, any other items, and application on a CD
- ☒ Attach the required fee - \$750.00\*

\*Does not include transcript cost, which actual cost incurred.

I agree to grant the City Staff, the Commission, Board or Council considering this application access to the property that is the subject of this application for the purposes of reviewing this application and posting public notice for this application.

Signature of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_

Office Use

Received

Office Use

AMT \_\_\_\_\_

TYPE/DATE \_\_\_\_\_

RECEIPT # \_\_\_\_\_

PAYOR \_\_\_\_\_

Payment

## **APPLICATION FOR AMENDMENT TO THE OFFICIAL ZONING MAP**

An application for amendment to the Official Zoning Map adopted as a part of this Zoning Ordinance by Chapter 1141, undertaken under the terms of Section 1131.03(c), must be complete for consideration. All applications for zoning amendments shall be submitted on such forms as designated by the Zoning Administrator. Applications lacking any part of the information listed below shall be deemed to be incomplete and shall not be acted on until completed. Applications must contain at least the following information:

- (a) The name, address, and phone number of the applicant and, in the case of a lessee, of the property owner;**

Len Pivar Builder Inc. dba Arlington Homes, 165 Thornbury Lane, Powell OH 43065,  
614-847-9110, Applicant

Gertrude Trowbridge, 9030 Francine Lane, Powell, OH 43065, 740-881-6350, Owner

- (b) Legal description of all of the property affected by the proposed amendment;**

See Exhibit B-1 for legal description.

- (c) The proposed amending ordinance, approved as to form by the Director of Law;**

Will be submitted by City of Powell.

- (d) A statement of the reason(s) for the proposed amendment in terms of serving the public health, safety, convenience, and/or welfare, and in terms of any changed or changing conditions within the area;**

The requested zoning change from R- Residential and Planned Commercial to Planned Residential is requested to accommodate development of condominium homes on this property as described and recommended in the current Comprehensive Plan. The proposed use will provide a transition from the existing commercial on the west to the existing single family residential to the east

- (e) The present use;**

The present use is single family residential and 2 unoccupied commercial buildings

- (f) The present zoning district;**

The present zoning is R- Residential and Planned Commercial

- (g) The proposed use;**



The proposed use is condominium homes

**(h) The proposed zoning district;**

The proposed zoning is Planned Residential- PR

**(i) Fifteen (15) copies of a vicinity map drawn to scale illustrating and denoting:**

**(1) Property lines, ownerships, and property dimensions;**

See Exhibits C-2 and E-1

**(2) Streets, street names, alleys and thoroughfares;**

See Exhibit C-2 Site is accessed from Beech Ridge Drive

**(3) Existing zoning district boundaries and designations;**

See Exhibit C-2 and E-1. The site is currently zoned R-Residential in the northern square portion of the site, and the south linear portion is zoned PC- Planned Commercial. Existing zoning to the east and north is Planned Residence District. To the west and south the current zoning is a mixture of Downtown Business District and Planned Commercial

**(4) Proposed changes to zoning district boundaries and designations;**

This application proposes to change the base zoning from R- Residence District and PC Planned Commercial to PR-Planned Residential District

**(5) Any other information the Zoning Administrator may require, which may include, but is not limited to:**

**A. Streets and traffic accesses;**

See Exhibit C-1

**B. Location and extent of all existing and proposed building and structures;**

See Exhibits C-1, C-2, and E-1

**C. Yard dimensions;**

See Exhibit C-2

**D. Utilities;**

See exhibit E-1

**E. Landscape features and plans, including the location and trunk diameter of existing trees;**

See exhibits D-1 and D-2

**F. Site drainage patterns and facilities;**

See exhibit E-1

**G. Drawings and dimensions of signs;**

See exhibit D-4

**H. Refuse and service areas and facilities;**

Waste refuse will be handled by a private hauler with residents having individual trash cans

**I. Open spaces;**

See Exhibit C-1

**J. Loading areas;**

Not Applicable

**K. Walks and pathways;**

See Exhibit C-1

**L. Off-street parking spaces, aisles and accesses;**

See Exhibit C-1

**M. Uses of land;**

The land will be used for condominium development

**N. Location and extent of structures and land uses on surrounding property; and**

See Exhibits C-2 and E-1

**O. Written evidence of compliance with EPA and/or Health Department sanitary sewer requirements.**

Proposed sanitary service shall be in strict compliance with Delaware County Sanitary Engineer and EPA

**(j) A list of names and addresses of all property owners within the proposed rezoned area, all owners of property located contiguous to, directly across the street from and within 250 feet of the proposed rezoned area.**

See Exhibit A-1 for surrounding property Owners

- (k) A statement on the ways in which the proposed amendment relates to and is consistent with the Comprehensive Plan; and**

The Comprehensive plan recommends that this area be used for 'town center housing', either on village lots or in multifamily or condominium projects, to strengthen and support the redevelopment and renovation of the town center businesses and offices

This development will bring another housing type to the downtown area to further enhance the walkability and viability of the Downtown core. The housing type provides a mix of unit types that cater primarily to older individuals, and compared to single family homes, have much lower impacts to schools, vehicle trips, and since internal roads are private, street maintenance.

- (l) A fee as established by the Council. (Amendment by Ordinance 91-40)**

A fee has been paid at the time of filing

- (m) Any application for zoning map amendment to a Planned District shall be accompanied by a Development Plan as otherwise described by this Zoning Code. (Ord. 98-42. Passed 10-6-98.)**



# CITY OF POWELL

## PLANNING AND ZONING COMMISSION (P&Z) FINAL DEVELOPMENT PLAN APPLICATION

ALL ITEMS ON THIS APPLICATION MUST BE COMPLETED.

Application Fee: \$600.00 + \$90.00 per acre

**Applicant:** Len Pivar Builder Inc dba Arlington Homes

Address/City/State/Zip: 165 Thornbury Lane, Powell Ohio 43065

Email Address: lenpivarbuilder@midohio.twcbc.com

Phone No: 614-847-9110 Cell Phone No: 614-206-2665 Fax No: NA

**Property Owner:** Gertrude Trowbridge

Address/City/State/Zip: 9030 Francine Ln, Powell, Ohio 43065

Email Address: NA

Phone No: 1-740-881-6350 Cell Phone No: NA Fax No: NA

**Architect/Designer for Applicant:** Faris Planning and Design LLC

Address/City/State/Zip: 243 N 5th Street, Suite 401, Columbus, Ohio 43015

Email Address: tfaris@farisplanninganddesign.com

Phone No: 614-487-1964 Cell Phone No: 614-284-4574 Fax No: NA

**Property Address:** 2470 West Powell Road, Powell, Ohio 43065

Lot Number/Subdivision: pid31942513046000 Existing Use: single family, commercial Proposed Use: PR- single family

Reason for Administrative Review (attach necessary documents): Approval of Final Development Plan and rezoning

### Checklist:

- ☒ Preliminary Plan requirements set forth in Section 1143.11(c) and Final Plan requirements set forth in Section 1143.11(i).
- ☒ Provide any other information that may useful to the Planning and Zoning Commission or City Staff in the space below or attach additional pages.
- ☒ **15 copies** of all drawings, text, any other items, and application.
- ☒ Provide a PDF copy of all plans, drawings, text, any other items, and application on a CD.
- ☒ Attach the required fee - \$600.00 + \$90.00 per acre.

(See Over)



**APPROVAL SHALL EXPIRE AND MAY BE REVOKED IF CONSTRUCTION DOES NOT BEGIN  
WITHIN TWO (2) YEARS FROM THE DATE OF ISSUANCE OF APPROVAL.**

I agree to grant the City Staff, the Commission, Board or Council considering this application access to the property that is the subject of this application for the purposes of reviewing this application and posting public notice for this application.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Office Use
Received

Office Use
AMT _____
TYPE/DATE _____
RECEIPT # _____
PAYOR _____
Payment

City of Powell · 47 Hall Street · Powell, Ohio 43065 · (614) 885-5380 · (614) 885-5339 fax · [www.cityofpowell.us](http://www.cityofpowell.us)

**APPLICATION FOR PLANNED RESIDENCE DISTRICT  
DEVELOPMENT TEXT**

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

Arlington Homes (Len Pivar), dba Len Pivar Builder Inc., 165 Thornbury Lane, Powell  
Ohio 43016 614-847-9110

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

**Land Planner**

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

**Civil Engineer**

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

**Architect**

Jerry Hasbrouck, Hasbrouck Engineering Inc., 6161 Busch Blvd, Ste 87,  
Columbus, OH 43229, Phone (614) 888-3918

**Landscape Architect**

Dennis Kareem, Environmental Management Inc. PO box 175, Dublin, Ohio 43017  
Phone 614 876-9988

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

See Exhibit A-1 for adjacent property owners.

**(4) Legal description of the property.**

See Exhibit B-1 for legal description.

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

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

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

Will be submitted by City of Powell.

**(7) A vicinity map at a scale approved by the Zoning Inspector showing all property lines, existing streets and alleys, approved future streets and land uses on adjacent Planned District areas, transportation and land use elements of the Municipality's adopted Comprehensive Plan, current zoning classifications and boundaries, and current land uses on the site of the proposed Planned District development and in the surrounding areas to the physical extent deemed necessary by the Zoning Inspector, but no less than 250 feet beyond the limits of the proposed Planned District Development Plan.**

See Exhibit C-2 and E-1.

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

See Exhibit C-1 for Final Development Plan.

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

See Exhibits B-1, C-2, and E-1

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

See Exhibits C-2 and E-1

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

Total site is 8.75 +/- acres. There are no subareas.

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

See Exhibit E-1

**E. Existing surface drainageways and surface sheet flow patterns;**

See Exhibit E-1

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

None on site

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

See exhibit D-2 for existing tree survey

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

See Exhibit C-1 for Final Development Plan.

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

See Exhibit C-1 for Final Development Plan. Also see Exhibit E-1

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

The proposed residential density is 5.37 du/ gross ac. See Exhibit C-1 for Final Development Plan.

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

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

**2. Names of existing and proposed streets;**  
See Exhibits C-1 and C-2.

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

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

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

**6. Common open areas, public lands, and natural scenic easements, including the area of each;**  
Open spaces are identified on the Final Development Plan. There are 2.0 +/- acres of common open areas and scenic easements areas shown. The open spaces shall be maintained by the Homeowners/Condominium Association.



**7. Proposed landscape treatment of the site;**

See Landscape Plans attached as Exhibits D-1 through D-5.

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

See Utility Service Letters and Utility Plan attached as Exhibits E-1 through E-6.

**9. Provisions for accommodating surface drainage runoff;**

See Exhibit C-1 and E-1 for approximate location of storm water detention basins.

**10. Proposed architectural design criteria;**

The front elevations will be detailed entirely with stone, brick, or a combination of the two. The masonry material will wrap each corner by 2' minimum. Sides and rears will be stucco. Sides that are visible from interior or adjacent streets shall have either a high water table of brick or stone or be entirely sided with brick or stone. Facade colors shall not be of excessively high chroma or intensity. Major roof elements shall have a minimum 7:12 pitch. Roof materials shall be of a medium or dark color. Garage doors shall be paneled, and of one color and material (windows shall be allowed if consistent with architectural character and theme). See Exhibit F for architectural elevations and site features.

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

See Exhibit C-1 for Final Development Plan. This property connects to sidewalks along the proposed new public street, which will extend from Grace Drive to Beech Ridge Drive, and the sidewalks will be extended into the property past the entry feature/gates as shown on the development plan.

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

The plan incorporates the direction given to the applicant by the planning and zoning director, as well as comments and suggestions by the Planning and Zoning Commission before and during Preliminary Development Plan Approval, as well as Final Development Plan Approval

Common Open space and scenic easements shall be designated and arranged as shown on the Preliminary Development Plan attached as Exhibit C-1. PR districts require a minimum of 20% open space. The proposed development provides for a minimum of 22.9% open space.

The proposed residential density is 5.37 du/ gross ac, the code allows for projects with densities up to 9 du/ac

The minimum building separation between structures shall be 10', which the PR code allows for a 0' side yard in a zero lot line development. Since these are condominium homes, there are no lot lines, but there are many residential subdivisions in Powell that have a 5' side yard setback, which would equate to a 10' building separation that this plan proposes. The building construction shall conform to all building standards pertaining to structural separation of 10'

The rear yard setbacks required per the PR code is 30'. 30' setbacks to the east, and a 40' setback to the north are proposed adjacent the existing single family. In addition, extensive landscaping will be installed to provide existing and new home owners private rear yard spaces.

PR code allows 25% lot coverage. Since these homes are condominiums and not on fee simple lots, individual lot coverage cannot be calculated, so this standard cannot be quantified in this development.

PR code requires minimum of 800 sf for a 2 bedroom unit, with a total square footage of 1,500 sf required. The minimum floor area proposed for residential units is 2,000 square feet exclusive of finished basements and garages. Sizes can vary upwards to 3,000 square feet depending on options chosen by the buyer, and will average 2,500 sf.

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

The comprehensive plan includes this property in the town center area. The eastern border of this project is that boundary. The comprehensive plan calls for village scale projects at village residential densities to be developed in these areas to further the revitalization of the downtown. The proposed development reflects and advances these principles, densities, and attention to human scale details.

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

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

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

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

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

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

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

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

The Applicant has a contract on the property with the land seller. The applicant is an established custom home builder.

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

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

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

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

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

Individual homes- single family detached, shall be constructed. There will be 47 home sites available. The floor plans and elevations of the units will be a mixture of ranch, 1 ½ story and 2 story homes. The minimum floor area required for residential units is 2,000 square feet exclusive of finished basements and garages. Sizes can vary upwards to 3,000 square feet depending on options chosen by the buyer. The front elevations will be detailed entirely with stone, brick, or a combination of the two. The masonry material will wrap each corner by 2' minimum. Sides and rears will be stucco. Sides that are visible from interior or adjacent streets shall have either a high water table of brick or stone or be entirely sided with brick or stone. Facade colors shall not be of excessively high chroma or intensity. Major roof elements shall have a minimum 7:12 pitch. Roof materials shall be of a medium or dark color. Garage doors shall be paneled, and of one color and material (windows shall be allowed if consistent with architectural character and theme). See Exhibit F for conceptual architectural elevations and site features.

Home prices will begin at the low \$400,000 and vary upwards to \$500,000 and greater.

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

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

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

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

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

The Owner occupied units generate moderate levels of traffic, substantially less than if the site were to remain commercial.

The units generate a net surplus of revenue for schools as these types of developments generate much fewer school age children than traditional single family.



**(14) A fee as established by ordinance.**  
The fee has been submitted with this application.

**Exhibit "A-1" - Surrounding Property Owners**

MOTIKA A  
196 MULADORE DR  
POWELL OH 43065

HILL G & JANE M  
199 PADDOCK CIR  
POWELL OH 43065

KACZKOWSKI ALYSON  
154 BEECH RIDGE DR  
POWELL OH 43065

VICTOR ROVDER DIANE M  
142 BEECH RIDGE DR  
POWELL OH 43065

LINA BOZZELLI  
130 BEECH RIDGE DR  
POWELL OH 43065

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

SHIRLEY TRUSTEE DEWIRE  
228 GLEN VILLAGE CT  
POWELL OH 43065

EQUITY COMPANY  
CUSTODIAN FBO JAMES  
MCCLUE  
225 GLEN VILLAGE CT  
POWELL OH 43065

JOHN SHERBA MARYANN  
TRUSTEES  
70 BEECH RIDGE DR  
POWELL OH 43065

WEST T & ALLISON  
54 BEECH RIDGE DR  
POWELL OH 43065

SHIBLEY E & P KATHLEEN  
TRUSTEES  
52 BEECH RIDGE DR  
POWELL OH 43065

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

DOUGLAS RUTZKY LAURA L  
211 MULADORE DR  
POWELL OH 43065

SMITH A & ELIZABETH M  
201 MULADORE DR  
POWELL OH 43065

TOLLEY L  
193 MULADORE DR  
POWELL OH 43065

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

AMY NELSON  
183 MULADORE DR  
POWELL OH 43065

PICKERING LEE  
179 MULADORE DR  
POWELL OH 43065

SHIELA PETERSON  
175 MULADORE DR  
POWELL OH 43065

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

FELDNER  
165 MULADORE DR  
POWELL OH 43065

TIERNEY J & GINA  
161 BEECH RIDGE DR  
POWELL OH 43065

DALBY B & ANN S  
151 BEECH RIDGE DR  
POWELL OH 43065

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

GIOFFRE  
127 BEECH RIDGE DR  
POWELL OH 43065

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

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

FREED K  
97 BEECH RIDGE DR  
POWELL OH 43065

COLE T  
89 BEECH RIDGE DR  
POWELL OH 43065

CALLAHAN J & MELISA  
73 BEECH RIDGE DR  
POWELL OH 43065

ALFRED FABER GAIL  
55 BEECH RIDGE DR  
POWELL OH 43065

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

90 DRIVE  
GRACE DR  
POWELL OH 43065

YAGER J GAIL A  
70 GRACE DR  
POWELL OH 43065

TROWBRIDGE TRUSTEE  
2470 POWELL RD  
POWELL OH 43065

OREILLY BROTHERS LTD  
110 GRACE DR  
POWELL OH 43065

90 DRIVE  
90 GRACE DR  
POWELL OH 43065

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

90 DRIVE  
GRACE DR  
POWELL OH 43065

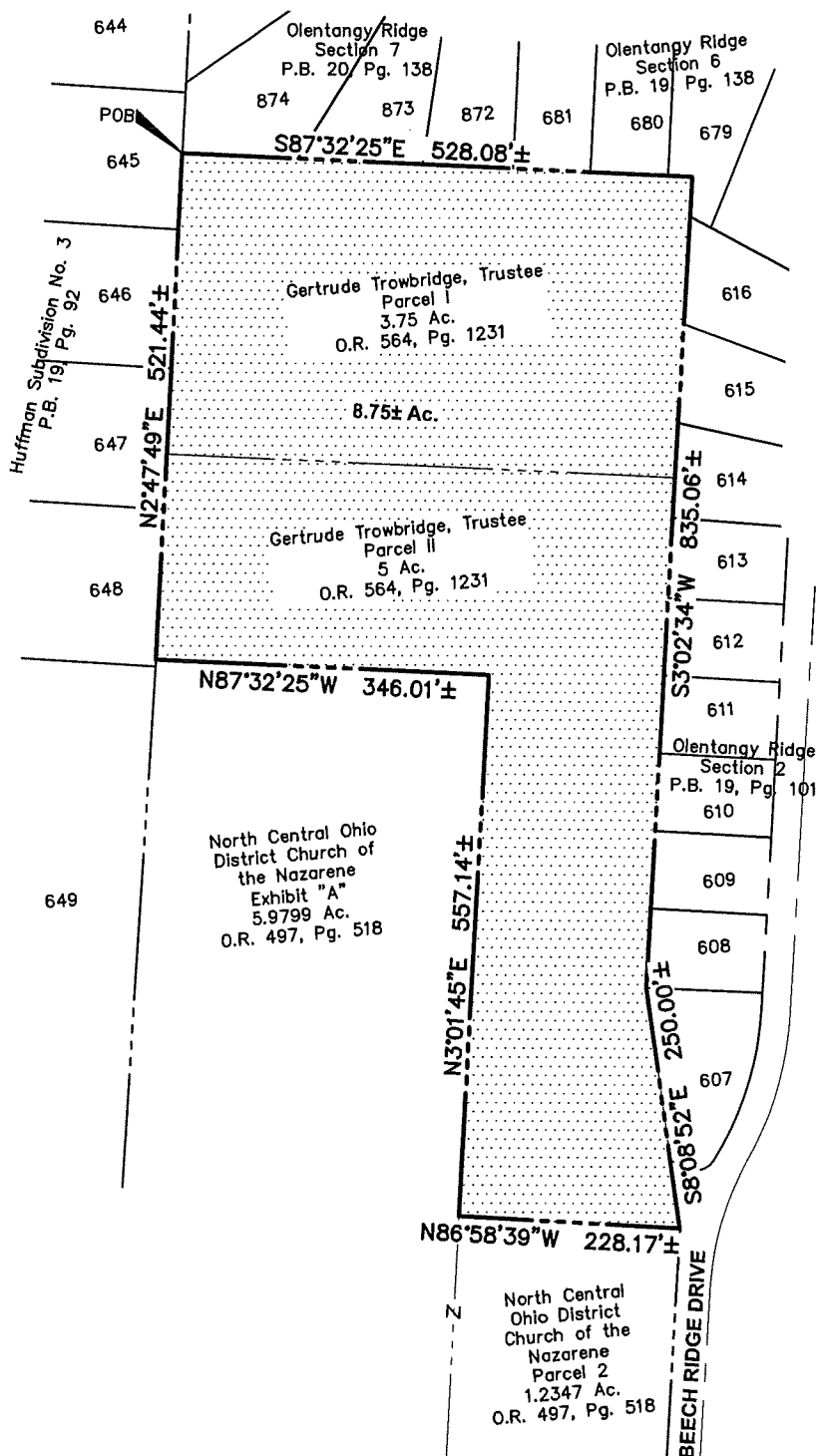
LVA LLC  
80 GRACE DR  
POWELL OH 43065



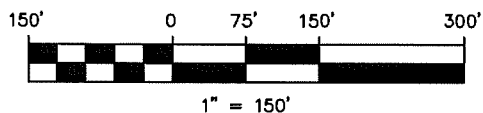
**Exhibit "B-1" : Legal Description and Boundary Survey**

# Parcel Exhibit

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



This drawing is based on existing Delaware County records.



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

**ADVANCED**  
CIVIL DESIGN  
ENGINEERS SURVEYORS

422 Beecher Road  
Gahanna, Ohio 43230  
ph 614.428.7750  
fax 614.428.7755

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

Situated in the State of Ohio, County of Delaware, City of Powell, Range 19, Township 3, Section 4, United States Military District, being 8.75± acres, said 8.75± acres being all of Parcel I (3.75 Ac. by deed) and Parcel II (5.00 Ac. by deed) as described in the deed to Gertrude Trowbridge, Trustee of record in Official Record 564, page 1231 and described as follows:

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

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

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

**S 03° 02' 34" W, 835.06± feet**;

**S 08° 08' 52" E, 250.00± feet**;

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

**N 86° 58' 39" W, 228.17± feet**;

**N 03° 01' 45" E, 557.14± feet**;

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

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

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

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

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

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

**ADVANCED CIVIL DESIGN, INC.**

**Exhibit "C-1 & C-2" - Preliminary Development, Phasing, and Context Map**



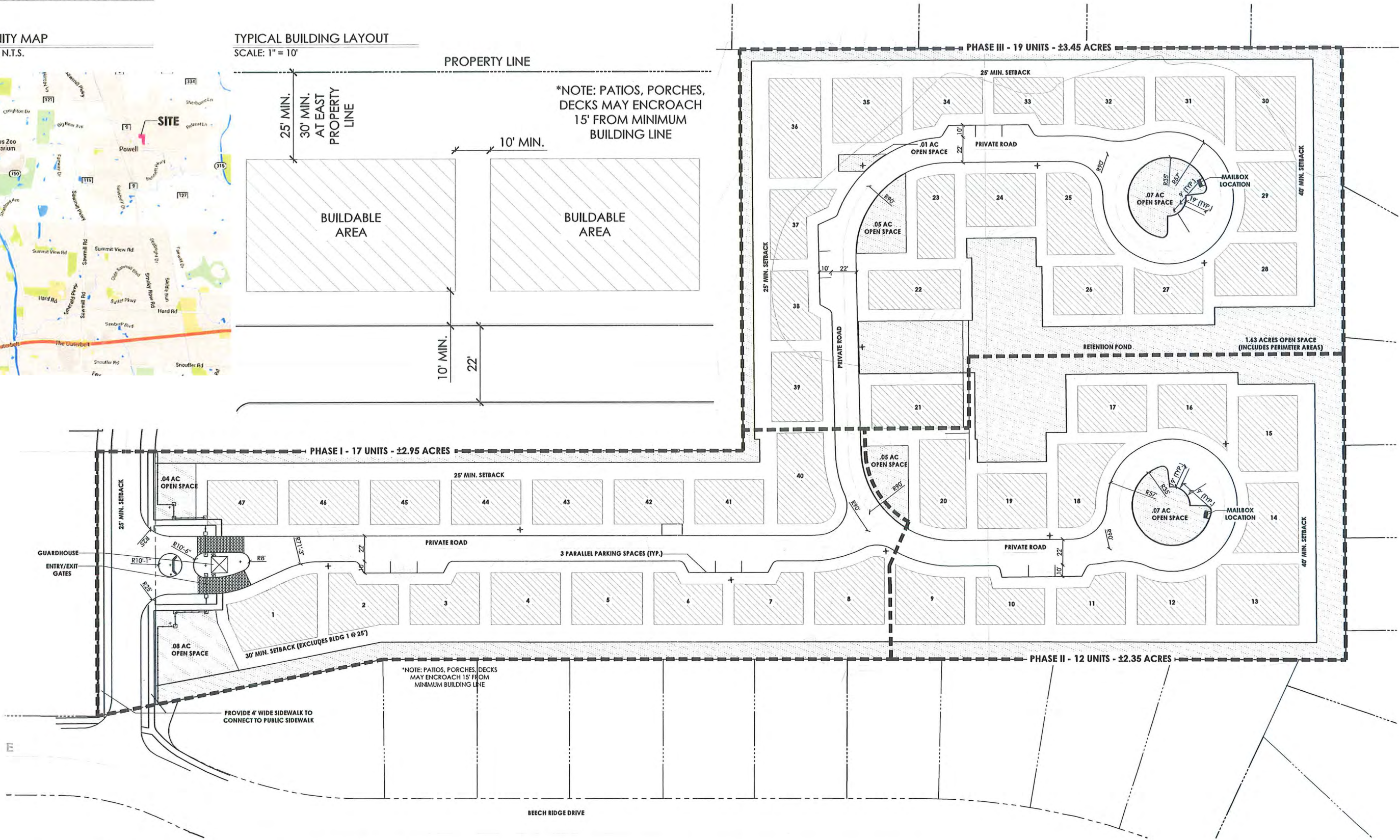
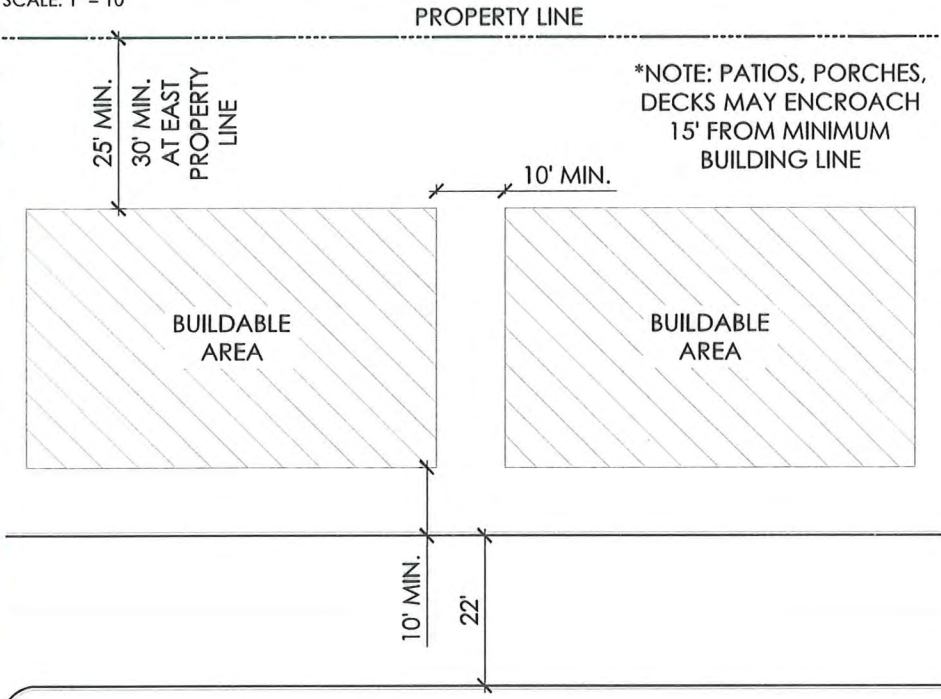
SITE DATA

TOTAL ACRES	+/- 8.75 ACRES
TOTAL UNITS	47
DENSITY	+/- 5.37 D.U./AC.
TREE PRESERVE / SCENIC / OPEN SPACES	2.00 ACRES [22.9%]

VICINITY MAP  
SCALE: N.T.S.



TYPICAL BUILDING LAYOUT  
SCALE: 1" = 10'



FINAL DEVELOPMENT AND PHASING PLAN

HARPER'S POINTE

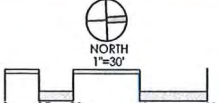
PREPARED FOR ARLINGTON HOMES

DATE: 4.24.15

EXHIBIT C-1

Faris Planning & Design

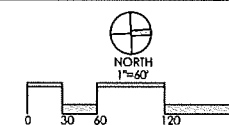
LAND PLANNING LANDSCAPE ARCHITECTURE  
243 N. 5th Street Suite 401 Columbus, OH 43215  
p (614) 487-1944 www.farisplanninganddesign.com







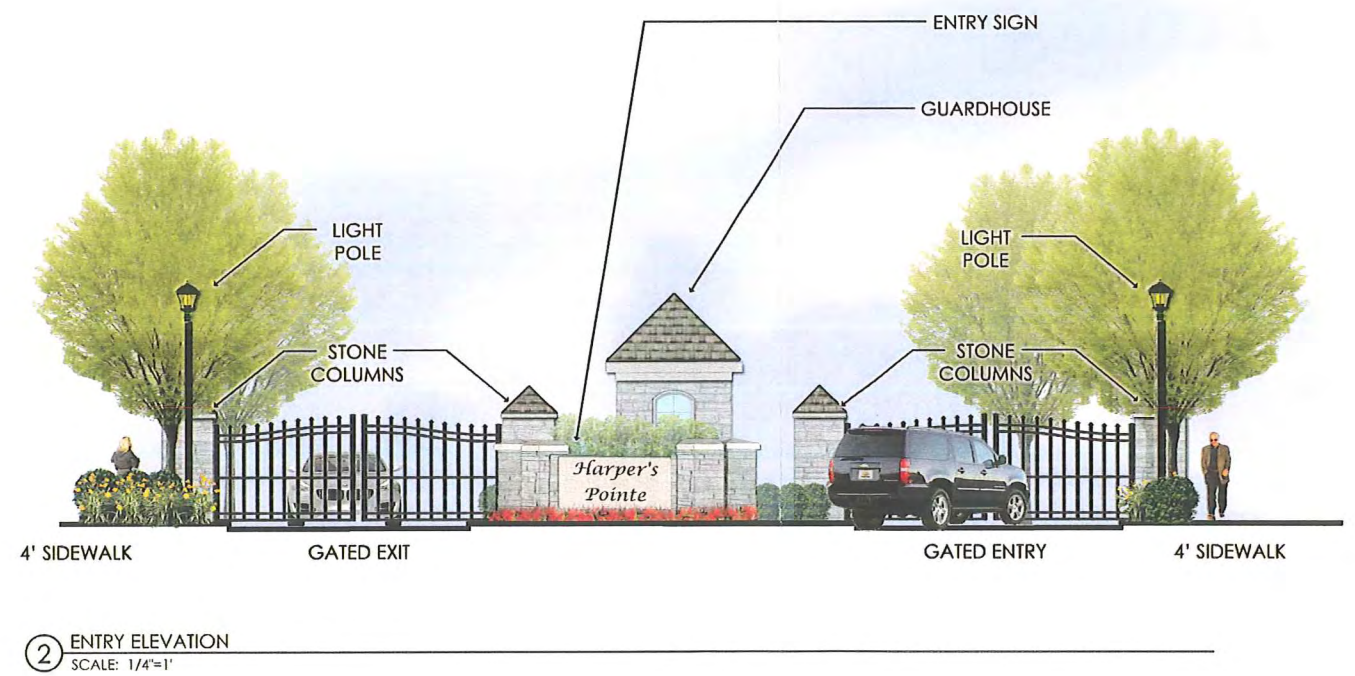
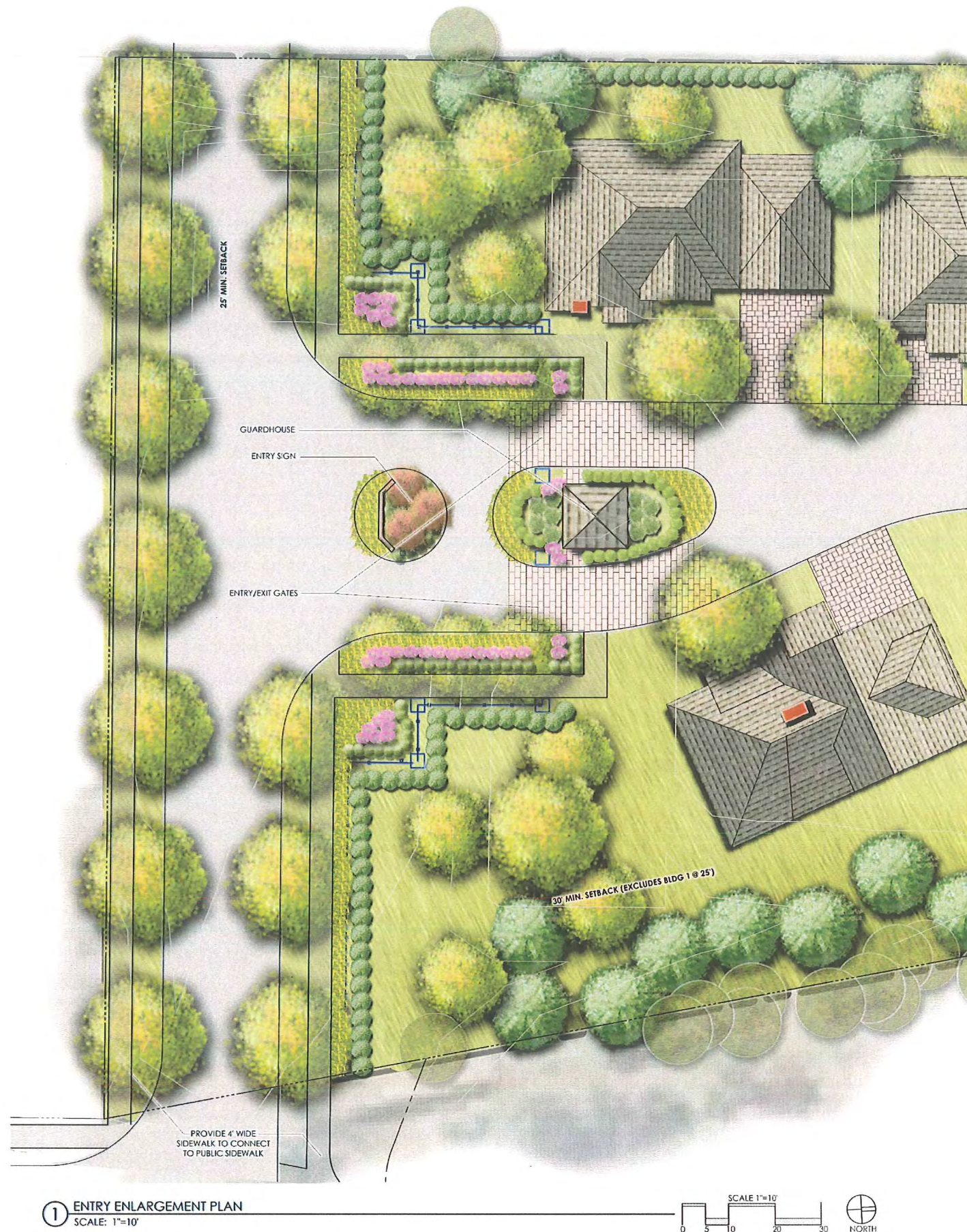
# ZONING HATCH KEY











## ILLUSTRATIVE ENTRY ENLARGEMENT PLAN AND ELEVATION

**HARPER'S POINTE**  
PREPARED FOR ARLINGTON HOMES  
DATE: 4.24.15

**Faris Planning & Design**

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



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



Plant Key

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



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

EX. D-1



Harper's Pointe  
Site Planting Plan

Date:	2015 04 01 0838
Scale:	1"=30' on 30x42
Drawn By:	EMN
Drawing Number:	L1

This design is property of EMI all rights reserved

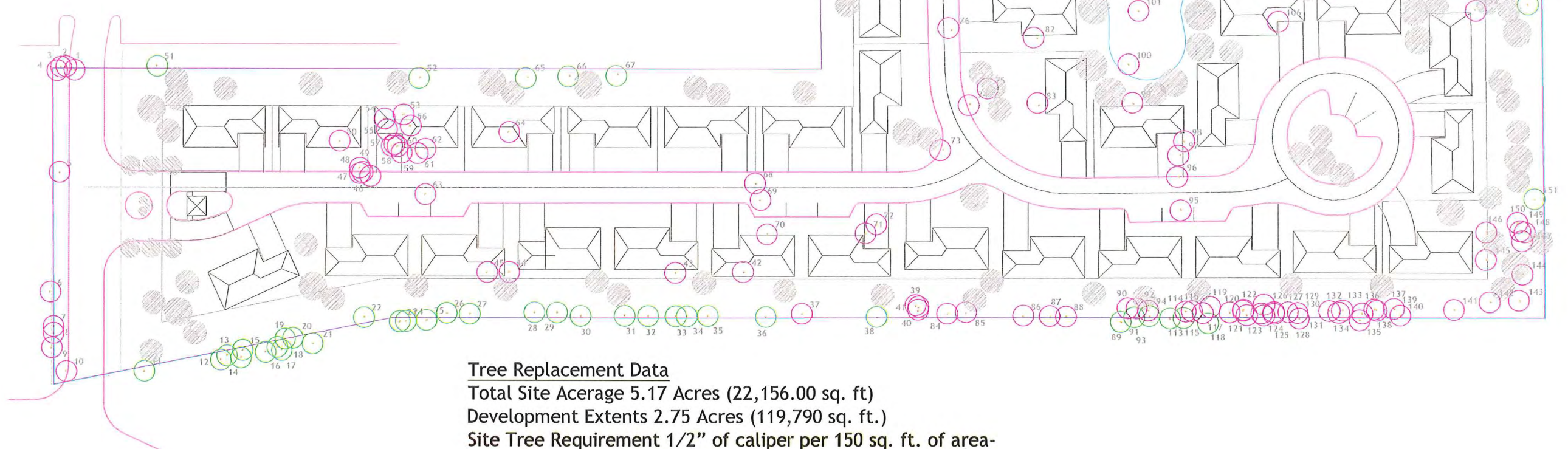
NORTH





Tree Inventory

EXISTING TREES				
Tree Number	DBH	Species	Health	Notes
1	12	Maple	Good	
2	10	Oak	Good	
3	15	Maple	Good	
4	18	Oak	Good	
5	14	Maple	Good	
6	16	Oak	Good	
7	11	Maple	Good	
8	13	Oak	Good	
9	17	Maple	Good	
10	19	Oak	Good	
11	14	Maple	Good	
12	16	Oak	Good	
13	12	Maple	Good	
14	10	Oak	Good	
15	15	Maple	Good	
16	18	Oak	Good	
17	14	Maple	Good	
18	16	Oak	Good	
19	11	Maple	Good	
20	13	Oak	Good	
21	17	Maple	Good	
22	19	Oak	Good	
23	14	Maple	Good	
24	16	Oak	Good	
25	12	Maple	Good	
26	10	Oak	Good	
27	15	Maple	Good	
28	18	Oak	Good	
29	14	Maple	Good	
30	16	Oak	Good	
31	11	Maple	Good	
32	13	Oak	Good	
33	17	Maple	Good	
34	19	Oak	Good	
35	14	Maple	Good	
36	16	Oak	Good	
37	12	Maple	Good	
38	10	Oak	Good	
39	15	Maple	Good	
40	18	Oak	Good	
41	14	Maple	Good	
42	16	Oak	Good	
43	11	Maple	Good	
44	13	Oak	Good	
45	17	Maple	Good	
46	19	Oak	Good	
47	14	Maple	Good	
48	16	Oak	Good	
49	12	Maple	Good	
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51	15	Maple	Good	
52	18	Oak	Good	
53	14	Maple	Good	
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297	17	Maple	Good	
298	19	Oak	Good	
299	14	Maple	Good	
300	16	Oak	Good	



**Tree Replacement Data**  
Total Site Acreage 5.17 Acres (22,156.00 sq. ft)  
Development Extents 2.75 Acres (119,790 sq. ft.)  
Site Tree Requirement 1/2" of caliber per 150 sq. ft. of area-  
total caliber required 1270.50 caliber inches  
Existing Trees to remain 884 caliber inches  
Proposed Trees 386.5 caliber inches  
(Does not include street trees, screening or unit landscaping)

EX. D-2



P.O. BOX 175 DUBLIN, OHIO 43017-0175  
(614) 876-7285

52 Existing Tree to Remain

53 Existing Tree to be Removed

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

## Harper's Pointe Tree Removal Plan

Date: 2015 03 31 1740

Scale: 1"=30' on 30x42

Drawn By: EMN

Drawing Number: L2

This design is property of EMI all rights reserved

NORTH

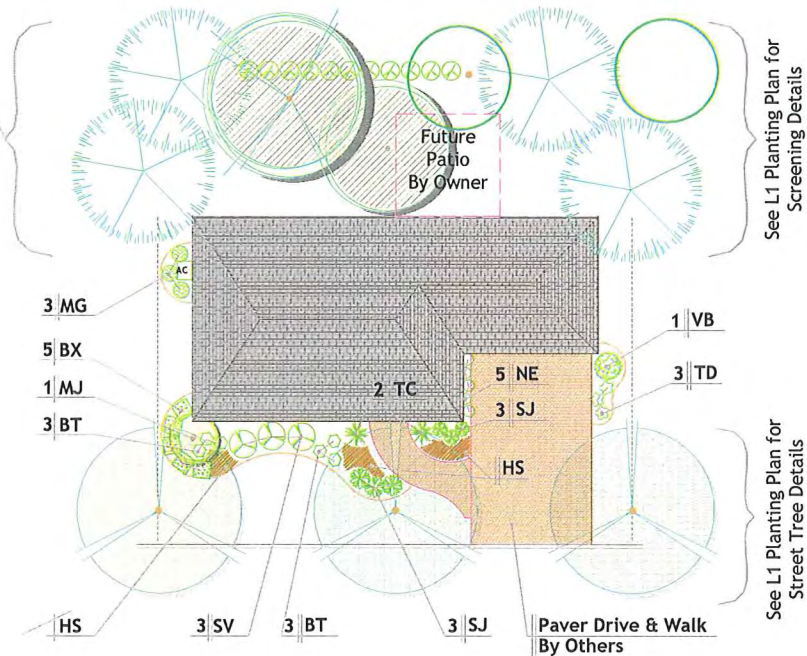


landscape industry certified technician



See L1 Planting Plan for Screening Details

## Typical Unit Planting



### Plant Key Typical Unit

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

### Plant Key Entryway

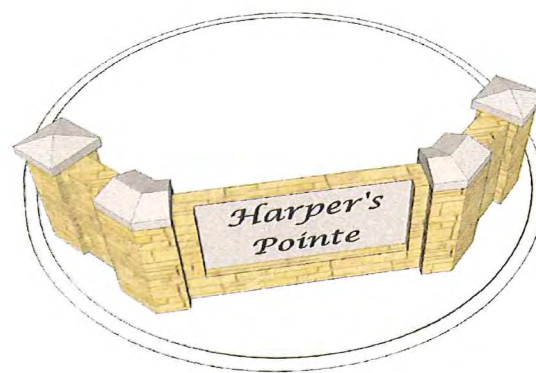
	PC - Cleveland Select Pear
	MJ - Jane Magnolia
	JN - Youngstown Andorra Juniper
	HS - Happy Returns Daylily
	TD - Dense Yew
	RA - Low Gro Sumac
	TO - Emerald Green Arborvitae
	RO - Knock-Out Roses

## Main ID Signage



Main ID Signage Dimensions

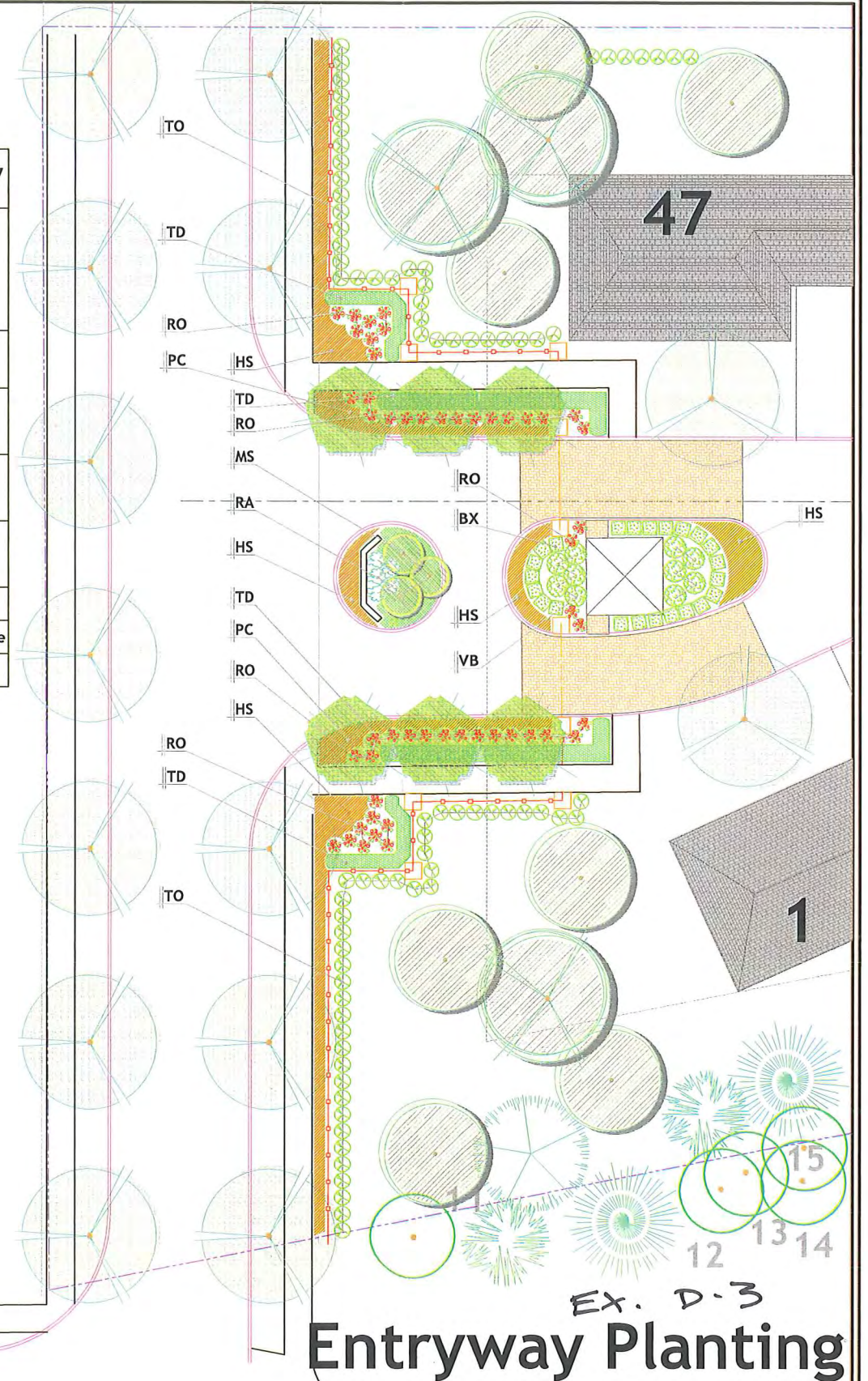
- Signage Notes**
1. All signage to meet City of Powell Graphics Standards
  2. Signage is single faced/Cut limestone/Sandblast lettering stained black
  3. Lettering is to be Lucinda Calligraphy unless noted otherwise
  4. Signage to be illuminated by ground mounted LED landscape lighting



Main ID Signage Top View



Main ID Signage Illustration



## Entryway Planting



P.O. BOX 175 DUBLIN, OHIO 43017-0175  
(614) 876-9283

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

Date: 2015 04 01 0810

Scale: 1"=10' on 30x42

Drawn By: EMN

Drawing Number: L3

This design is property of EMI all rights reserved





Site Plant List

Symbol	Quantity	Botanical/Common Name	Size	Condition	Remarks
<b>Trees</b>					
AR	43	Acer rubrum 'Armstrong' Armstrong Red Maple	2 1/2" caliper	B&B	Well Matched
MS	3	Magnolia virginiana 'Sweetbay' Sweetbay Magnolia	8-10' ht.	B&B	Well Matched Well Branched
RU	87	Acer rubrum- Red Maple- 22 total Tilia cordata- Littleleaf Linden- 22 total Quercus rubra- Red Oak- 23 total	2 1/2" caliper	B&B	Well Branched Field Locate with L.A.
RU	30	See Above- same list at larger size	4" caliper	B&B	Well matched Field Locate with L.A.
PA	77	Picea abies Norway Spruce	6-7' ht.	B&B	Well Matched Well Branched
PC	6	Pyrus sp. 'Cleveland Select' Cleveland Select Pear	2 1/2" caliper	B&B	Well Matched
PG	32	Picea glauca White Spruce	6-7' ht.	B&B	Well Matched Well Branched
PP	35	Picea pungens Colorado Blue Spruce	6-7' ht.	B&B	Well Matched Well Branched
QI	63	Quercus imbricaria Shingle Oak	2 1/2" caliper	B&B	Well Matched
TD	12	Taxodium distichum Bald Cypress	2 1/2" caliper	B&B	Well Matched Well Branched
ZS	6	Zelkova serrata 'Village Green' Village Green Zelkova	3" caliper	B&B	Well Branched
<b>Shrubs</b>					
BX	23	Buxus sp. 'Green Gem' Green Gem Boxwood	15-18" ht.	B&B	Well Matched
JN	20	Juniperus horizontalis plumosa 'Youngstown' Youngstown Andorra Juniper	#5	Container	Well Matched
RA	5	Rhus aromatica 'Low Grow' Low Gro Sumac	#5	Container	Well Matched
RO	51	Rosa sp. 'Knock-Out' Knock-Out Shrub Rose- Red	#3	Container	Plant 36" o.c.
TDE	136	Taxus densiformis Dense Yew	15-18"	B&B	Well Matched Plant 3'-6" o.c.
TO	250	Thuja occidentalis 'Emerald Green' Emerald Green Arborvitae	6'-0" ht.	B&B	Well Matched Plant 3'-6" o.c.
<b>Perennials</b>					
HS	123	Hemerocallis sp. 'Happy Returns' Happy Returns Daylily	#1	Container	Plant 30" O.C.

Typical Unit Landscape- Plants per building

Symbol	Quantity	Botanical/Common Name	Size	Condition	Remarks
<b>Trees</b>					
MJ	1	Magnolia sp. 'Jane' Jane Magnolia	5-6' ht.	B&B	Multi-Stemmed
<b>Shrubs</b>					
BT	6	Berberis thunbergii 'Crimson Pigmy' Crimson Pigmy Barberry	#3	Container	Well Matched
BX	5	Buxus 'Green Gem' Green Gem Boxwood	#3	Container	Well Matched
SJ	6	Spirea japonica 'Little Princess' Little Princess Spirea	#3	Container	Well Matched
SV	6	Syringa meyeri 'Palibin' Dwarf Korean Lilac	#5	Container	Well Matched Well Branched
TC	2	Taxus cuspidata 'Capitata' Pyramidal Yew	30-36" ht.	B&B	Well Matched
TD	3	Taxus media 'Densiformis' Dense Yew	#5	Container	Well Matched
VB	1	Viburnum carlesii Fragrant Viburnum	24-30" ht.	B&B	Well Branched
<b>Perennials</b>					
HS	15	Hemerocallis sp. 'Happy Returns' Happy Returns Daylily	#1	Container	
MG	3	Miscanthus sinensis Maiden Grass	#2	Container	
NE	5	Nepeta sp. Walker's Glow Walker's Glow Nepeta	#1	Container	

General Notes

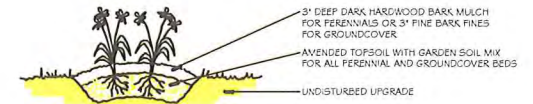
- Owner/Contractor to verify utilities prior to commencing work. Contact OUPS (Ohio Utility Protection Service) at 1-800-362-2764, 48 hours prior to commencing work.
- All plants quantities and sizes are noted for reference only and should not be assumed to be correct. In the event of a discrepancy the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

Tree Replacement Data

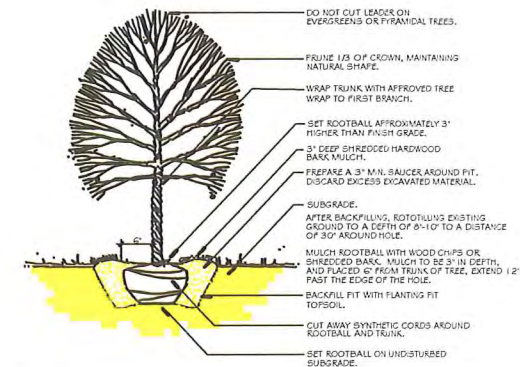
Total Site Acreage	5.17 Acres (22,156.00 sq. ft.)
Development Extents	2.75 Acres (119,790 sq. ft.)
Site Tree Requirement	1/2" of caliper per 150 sq. ft. of area- total caliper required 1270.50 caliper inches
Existing Trees to remain	884 caliper inches
Proposed Trees	386.5 caliper inches
(Does not include street trees, screening or unit landscaping)	



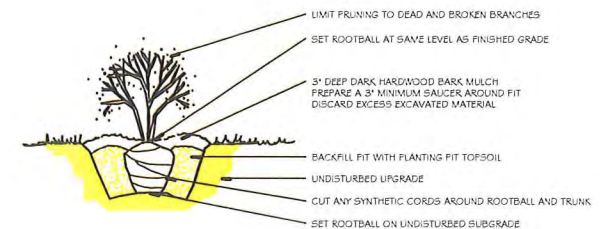
A Evergreen Tree Detail



B Perennial/Groundcover Detail



C Deciduous Tree Detail



D Shrub Detail

EX. D-4



P.O. BOX 175 DUBLIN, OHIO 43017-0175  
(614) 876-9928

Harper's Pointe  
Details

Date:  
2015 04 01 0925

Scale:  
NTS on 30x42

Drawn By:  
EMN

Drawing Number:  
L4

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landscape industry  
certified  
technician



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

## DEVELOPER

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## PLANNER/LANDSCAPE ARCHITECT

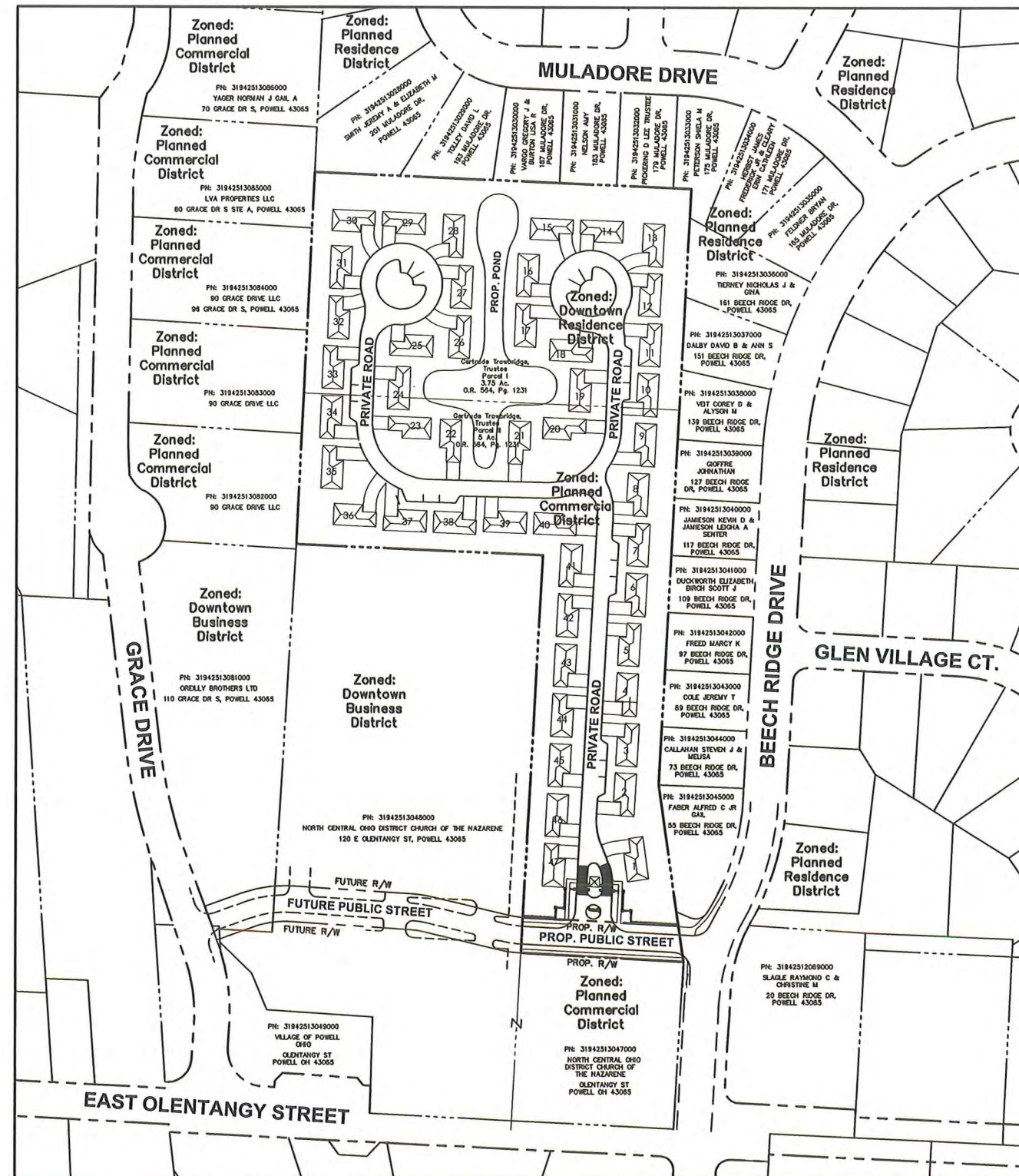
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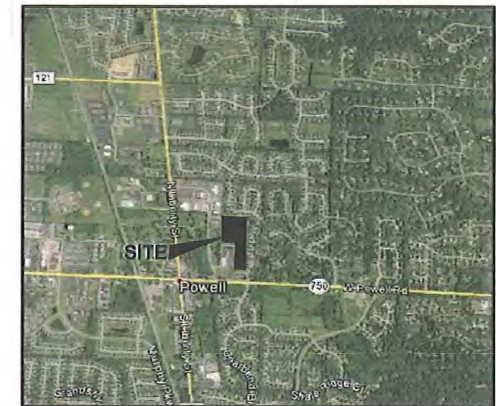
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## CITY OF POWELL

DAVID BETZ  
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POWELL, OH 43065  
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DBETZ@CITYOFPOWELL.US



INDEX MAP  
SCALE: 1"=100'



LOCATION MAP

## Index of Drawings

Sheet Number	Sheet Title
1	TITLE SHEET
2	GENERAL NOTES
3	DETAILS
4	EXISTING CONDITIONS
5	SITE PLAN
6	GRADING
7	UTILITY
8	EROSION CONTROL NOTES & DETAILS



GRAPHIC SCALE  
1 inch = 100 feet

## PREPARED BY:



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Gahanna, Ohio 43230  
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Date: 04/01/2015  
Scale: N/A

Drawn By: CWH  
Checked By: TMW

Project Number:  
13-0001-591

Drawing Number:

1 / 8

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

PLAN PREPARED FOR:  
LEN PIVAR BUILDER LLC  
165 THORNBURY LANE  
POWELL, OHIO 43065

PLAN PREPARED BY:



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### GENERAL NOTES

1. THE REGULATIONS AND CONSTRUCTION STANDARDS OF THE CITY OF POWELL, TOGETHER WITH THE CURRENT CONSTRUCTION AND MATERIAL SPECIFICATIONS OF THE CITY OF COLUMBUS (COLS) AND THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT), INCLUDING ALL SUPPLEMENTS THERETO, SHALL GOVERN ALL CONSTRUCTION ITEMS THAT ARE A PART OF THIS PLAN UNLESS OTHERWISE NOTED.
2. THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE WILL MAKE INSPECTION OF THE WORK. THE CITY ENGINEER WILL REQUIRE AT LEAST 48 HOURS WRITTEN NOTICE BEFORE ANY WORK TAKES PLACE. FAILURE TO REQUEST THE NECESSARY INSPECTION MAY RESULT IN THE REJECTION OF THE WORK AND THE PROJECT.
3. IT IS THE INTENTION OF THE PLANS TO PROVIDE AND REQUIRE A COMPLETED PROJECT READY FOR OPERATION. ANY WORK ITEMS OMITTED FROM THE PLANS, WHICH ARE CLEARLY NECESSARY FOR COMPLETION OF THE WORK, AND WHICH THE CONTRACTOR SHALL BE CONSIDERED A PART OF SUCH WORK, THOUGH NOT DIRECTLY SPECIFIED OR CALLED FOR IN THE PLANS, THIS INCLUDES, BUT IS NOT LIMITED TO SUCH INCIDENTAL ITEMS AS RELOCATION OF MAILBOXES, SAW CUTTING, AND REMOVAL AND/OR RELOCATION OF SIGNS, SPRINKLERS, OR OTHER MISCELLANEOUS ITEMS.
4. ALL ITEMS OF WORK CALLED FOR ON THE PLANS FOR WHICH NO SPECIFIC METHOD OF PAYMENT IS PROVIDED SHALL BE PERFORMED BY THE CONTRACTOR WITH THE COST TO BE INCLUDED IN THE UNIT PRICE BID FOR THE VARIOUS RELATED ITEMS.
5. THE CONTRACTOR OR DEVELOPER SHALL DEPOSIT THE TOTAL ESTIMATED COST FOR INSPECTIONS, AS DETERMINED BY THE CITY ENGINEER, WITH THE CITY OF POWELL PRIOR TO THE START OF CONSTRUCTION.
6. THE CONTRACTOR SHALL PROVIDE THE CITY OF POWELL, A SURETY, ACCEPTABLE TO THE CITY OF POWELL, EQUAL TO 100% OF CONSTRUCTION COSTS. THE SURETY SHALL GUARANTEE THE WORK FOR ONE YEAR AFTER ACCEPTANCE BY THE CITY.
7. THE CITY ENGINEER WILL NOT BE RESPONSIBLE FOR MEANS, METHODS, PROCEDURES, TECHNIQUES, OR SEQUENCES OF CONSTRUCTION THAT ARE NOT SPECIFIED HEREIN. THE CITY ENGINEER WILL NOT BE RESPONSIBLE FOR SAFETY ON THE WORK SITE, OR THE FAILURE BY THE CONTRACTOR TO PERFORM WORK ACCORDING TO PLANS.
8. APPROVAL OF THESE PLANS IS CONTINGENT UPON ALL EASEMENTS REQUIRED FOR CONSTRUCTION OF THE WORK BEING SECURED AND SUBMITTED TO THE CITY OF POWELL FOR RECORDING PRIOR TO COMMENCEMENT OF WORK. NO WORK, WHICH REQUIRES AN EASEMENT, WILL BE ALLOWED TO PROCEED UNTIL THIS IS DONE.
9. THE CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL SAFETY REQUIREMENTS INCLUDING THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970. THE CONTRACTOR SHALL EXERCISE PROVISION ALLOWAYS FOR THE PROTECTION OF PERSONS (INCLUDING EMPLOYEES) AND PROPERTY. IT SHALL ALSO BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO INITIATE, MAINTAIN AND SUPERVISE ALL SAFETY REQUIREMENTS, PRECAUTION AND PROGRAMS IN CONNECTION WITH THE WORK, INCLUDING THE REQUIREMENTS FOR CONFINED SPACES PER 29 CFR 1901.146.
10. THE CONTRACTOR/DEVELOPER SHALL BE RESPONSIBLE TO OBTAIN ALL NECESSARY PERMITS.
11. THE CONTRACTOR SHALL CONFINE HIS ACTIVITIES TO THE PROJECT SITE, EXISTING RIGHT-OF-WAYS, EASEMENTS, AND PERMITS AND SHALL NOT ENTER UPON OTHER PROPERTIES WITHOUT WRITTEN PERMISSION OF THE OWNER. IF THE PROPOSED WORK REQUIRES ENTERING EASEMENTS UPON OTHER PROPERTIES, THE CONTRACTOR SHALL NOTIFY THE OWNER(S) IN WRITING NO LESS THAN 72 HOURS IN ADVANCE OF THE COMMENCEMENT OF THE WORK, AND COPY THE CITY ON ALL CORRESPONDENCE. FAILURE TO NOTIFY AFFECTED PARTIES MAY SUBJECT THE CONTRACTOR TO THE PENALTIES ASSOCIATED WITH THE VIOLATION OF POWELL CITY CODE, SECTION 54.05, CRIMINAL TRESPASS.
12. THE CONTRACTOR SHALL CAREFULLY PRESERVE BENCHMARKS, PROPERTY CORNERS, REFERENCE POINTS, STAKES AND OTHER SURVEY REFERENCE MARKERS AND SHALL BE RESPONSIBLE FOR ANY NEGLIGENCE OR DESTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE RESETING THE MARKERS SHALL BE PERFORMED BY AN OHIO PROFESSIONAL SURVEYOR AS APPROVED BY THE CITY ENGINEER AT THE CONTRACTOR'S EXPENSE.
13. PROPERTY BOUNDARIES, INCLUDING PROPERTY LINES AND ROAD RIGHT-OF-WAY, ARE SHOWN FROM THE BEST INFORMATION AVAILABLE AND ARE NOT NECESSARILY COMPLETE OR CORRECT.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING THE FINISHED WORK CONFORM TO THE LINES, GRADES, ELEVATIONS AND DIMENSIONS CALLED FOR ON THE DRAWINGS AND TYPICAL SECTIONS.
15. ANY DEVICE SHALL NOT BE OPERATED AT ANY TIME IN SUCH A MANNER THAT THE NOISE CREATED IS SUBSTANTIALLY EXCESSIVE TO THE PERMISSIBLE NOISE LEVELS SET FORTH IN SECTION 905.12 AND EFFICIENT PERFORMANCE OF SUCH EQUIPMENT. PURSUANT TO POWELL CITY CODE, SECTION 509.08, CONSTRUCTION ACTIVITY IS ONLY PERMITTED BETWEEN THE HOURS OF 7:30 A.M. AND 7:00 P.M. ANY CONSTRUCTION ACTIVITY BEYOND THESE HOURS REQUIRES A WRITTEN REQUEST TO THE DIRECTOR OF PUBLIC SERVICE MEETING THE REQUIREMENTS OF POWELL CITY CODE, SECTION 509.08(b).
16. PAVEMENTS SHALL BE CUT IN NEAT, STRAIGHT LINES THE FULL DEPTH OF THE EXISTING PAVEMENT OR AS REQUIRED BY THE CITY ENGINEER.
17. ALL SOIL SUBGRADE SHALL BE PREPARED AND COMPACTED IN ACCORDANCE WITH ITEM 204 TO A DEPTH OF 12 INCHES BELOW THE SUBGRADE SURFACE. SUBGRADE SHALL BE SCARIFIED AND CONTAIN SUFFICIENT MOISTURE TO MEET ITEM 203 COMPACTION REQUIREMENTS.
18. THE CONTRACTOR IS NOT PERMITTED TO USE ANY RECLAIMED MATERIALS IN ITEM 304.
19. NON-RUBBER Tired VEHICLES SHALL NOT BE MOVED ON OR ACROSS PUBLIC STREETS OR HIGHWAYS WITHOUT THE WRITTEN PERMISSION OF THE CITY ENGINEER.
20. TRACKING OR SPILLING MUD, DIRT, OR DEBRIS UPON STREETS, RESIDENTIAL OR COMMERCIAL DRIVES, SIDEWALKS OR BIKE PATHS IS PROHIBITED PER POWELL CITY CODE, SECTION 905.12 AND ANY SUCH OCCURRENCE SHALL BE CLEANED UP IMMEDIATELY BY THE CONTRACTOR. IF THE CONTRACTOR FAILS TO REMOVE SAID MUD, DIRT, DEBRIS, OR SPILLAGE, THE CITY OF POWELL RESERVES THE RIGHT TO REMOVE THESE MATERIALS AND CLEAN AFFECTED AREAS, THE COST OF WHICH SHALL BE PAID BY THE CONTRACTOR/DEVELOPER PER POWELL CITY CODE, SECTION 905.13.
21. DURING CONSTRUCTION THE CONTRACTOR SHALL PROMOVE ADEQUATE DRAINAGE AND PROPER SOIL EROSION CONTROL MEASURES FOR PROTECTION OF ALL ADJACENT ROADS AND LANDS, PER COLS ITEM 207.
22. THE CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO EQUAL OR BETTER THAN EXISTED BEFORE CONSTRUCTION. DRAINAGE DITCHES OR WATERCOURSES THAT ARE DISTURBED BY CONSTRUCTION SHALL BE RESTORED TO THE GRADES AND CROSS-SECTIONS THAT EXISTED BEFORE CONSTRUCTION.
23. THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS SO AS TO MAINTAIN AT ALL TIMES SEWER, DRAIN, AND DITCH FLOWS THROUGH EXISTING FACILITIES TO REMAIN IN PLACE AND THROUGH EXISTING FACILITIES TO BE REPLACED UNTIL NEW FACILITIES ARE COMPLETED AND PUT INTO SERVICE. THE CONTRACTOR, TO A CONDITION SATISFACTORY TO THE CITY ENGINEER, SHALL RESTORE THE FLOW OF ALL SEWERS, DRAINS, AND OTHER WATERCOURSES DISTURBED DURING THE PROSECUTION OF THE WORK.
24. ANY MODIFICATION OF THE WORK AS SHOWN ON THESE DRAWINGS MUST HAVE PRIOR WRITTEN APPROVAL BY THE POWELL CITY ENGINEER.
25. THE CONTRACTOR SHALL CALL TOLL FREE, THE OHIO UTILITIES PROTECTION SERVICE (OUPS) AT 1-800-368-3767 TWENTY-THREE (23) HOURS IN ADVANCE OF THE ANTICIPATED START OF CONSTRUCTION, AND SHALL NOTIFY ALL UTILITY COMPANIES AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO WORK IN THE VICINITY OF THEIR LINES.

UTILITY	OWNER	TELEPHONE
TELEPHONE	AT&T 111 NORTH FRONT STREET COLUMBUS, OH 43215 CONTACT: RON C HARRISON	(614) 223- 2231
ELECTRIC	AMERICAN ELECTRIC POWER 850 TECH CENTER DRIVE CAHANNA, OH 43230-8805 CONTACT: ANDY WAINWRIGHT	(614) 863- 8631
GAS	COLUMBIA GAS 920 WEST GOODALE BLVD. COLUMBUS, OH 43215 CONTACT: JOEY BEAVER	(614) 480- 4801
CABLE TELEVISION	TIME WARNER CABLE 1266 DUGLIN ROAD P.O. BOX 2553 COLUMBUS, OH 43216-2553 CONTACT: GREG MILLER	(614) 348- 3481

6. EXISTING UTILITIES SHOWN ON THE PLAN ARE FROM THE BEST AVAILABLE RECORDS AND FIELD INVESTIGATIONS AND ARE NOT NECESSARILY COMPLETE OR CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR THE INVESTIGATION, LOCATION, SUPPORT, PROTECTION AND RESTORATION OF ALL EXISTING UTILITIES AND APPURTENANCES WHETHER SHOWN OR NOT.

27. THE CONTRACTOR SHALL EXPOSE AND VERIFY THE LOCATION AND ELEVATION OF ANY UTILITIES WITHIN THE LIMITS OF THE PROPOSED CONDUIT PATH, PRIOR TO STARTING ANY EXCAVATION. IN CASE OF CONFLICT, ADJUSTMENTS IN LOCATION AND ELEVATION OF THE PROPOSED UTILITIES MAY BE MADE IF APPROVED PER GENERAL NOTE #24, OR ARRANGEMENTS SHALL BE MADE TO MOVE THE EXISTING UTILITY TO PROVIDE ADEQUATE CLEARANCE.

28. MAINTAIN THREE (3) FEET HORIZONTAL AND ONE (1) FOOT VERTICAL SEPARATION FROM ALL SEWER AND WATER LINES.

29. EXISTING DRAIN TIES ENCOUNTERED DURING CONSTRUCTION SHALL BE RECONNECTED OR CONNECTED TO THE STORM SEWER SYSTEM BY THE CONTRACTOR, AS APPROVED BY THE CITY ENGINEER. THE COST OF SAID WORK TO BE INCLUDED IN THE UNIT PRICE BID FOR THE VARIOUS RELATED ITEMS.

30. ALL TRENCHES WITHIN PAVEMENT, BERM, AND SHOULDER LIMITS SHALL BE BACKFILLED OR SECURELY PLATED DURING NON-WORKING HOURS.

31. ACCESS TO ALL ADJACENT PROPERTIES SHALL BE MAINTAINED AT ALL TIMES. AREAS WITH MULTIPLE DRIVES SHALL HAVE LEAVEY OF THE DRIVES OPEN AT ALL TIMES. PROPERTIES WITH A SINGLE ACCESS WILL REQUIRE STAGED CONSTRUCTION. SHORT-TERM FULL CLOSURE OF A SINGLE ACCESS WILL BE PERMITTED WITH THE PROPERTY OWNER AND/OR TENANT'S AGREEMENT. SUCH FULL CLOSURES SHALL BE SCHEDULED AND COORDINATED WITH THE PROPERTY OWNER/TENANT.

32. ALL AT UTILITY CROSSINGS THE TRENCH BACKFILL SHALL CONSIST OF COMPACTED GRANULAR MATERIAL, COLS ITEM 912, BETWEEN THE DEEPER AND SHALLOWER PIPE.

33. COMPACTED GRANULAR MATERIAL, COLS ITEM 912 SHALL CONSIST OF NATURAL, BROKEN OR CRUSHED STONE, CRUSHED GRAVEL, OR CRUSHED SLAG. SYNTHETIC OR MAN-MADE MATERIALS ARE UNACCEPTABLE.

34. BACKFILL FOR TRENCHES UNDER PAVEMENT AND WITHIN THE RIGHT-OF-WAY SHALL BE COMPACTED GRANULAR MATERIAL, COLS ITEM 912, TO THE PAVEMENT SUBGRADE, WHERE TRENCHES CROSS THE PAVEMENT, COLS ITEM 912 SHALL FILL THE FULL WIDTH OF THE RIGHT-OF-WAY, AND TO WITHIN 6 INCHES OF FINISHED GRADE WHERE NOT UNDER PAVEMENT.

35. BACKFILL FOR TRENCHES PARALLEL TO THE PAVEMENT AND WITHIN THE RIGHT-OF-WAY, WITH THE TOP OF THE TRENCH 3 FEET OR CLOSER TO THE BACK OF CURB OR EDGE OF PAVEMENT OR LOCATED UNDER A PEDESTRIAN PATHWAY, SHALL BE COMPACTED GRANULAR MATERIAL, COLS ITEM 912, TO WITHIN 6 INCHES OF FINISHED GRADE. BACKFILL FOR ALL OTHER TRENCHES WITHIN THE RIGHT-OF-WAY PARALLEL TO THE PAVEMENT, SHALL BE COMPACTED BACKFILL, COLS ITEM 911, EXCEPT THAT COMPACTION SHALL BE TO MINIMUM 9 PERCENT MAXIMUM OR DENSITY. PRIOR TO CONSTRUCTION OF THE STREETS, THE CITY ENGINEER MAY REQUIRE SOIL TESTS ON THE BACKFILL. WHERE TEST RESULTS INDICATE THAT THE BACKFILL DOES NOT MEET COMPACTION REQUIREMENTS THE BACKFILL SHALL BE REMOVED, REPLACED, AND RE-TESTED UNTIL MEETING THOSE REQUIREMENTS.

36. THE CONTRACTOR SHALL INSTALL STREET LIGHTS AT THE LOCATIONS SHOWN ON THE PLANS, INCLUDING ALL WIRING AND DISCONNECTS AND PROVIDE A COMPLETE OPERATING LIGHTING SYSTEM THAT COMPLIES WITH THE CITY OF POWELL SPECIFICATIONS.

37. ALL AREAS FOR UNDERGROUND ELECTRIC AND STREET LIGHTING ELECTRIC, TELEPHONE, AND CABLE TV INSTALLATIONS SHALL BE BROUGHT TO FINISHED GRADE, AS SHOWN ON THE GRADING PLAN, PRIOR TO THEIR BEING INSTALLED. ALL FILL REQUIRED SHALL BE COMPACTED IN ACCORDANCE WITH COLS ITEM 203.12, CONDITION 1. THIS WORK SHALL BE PERFORMED AS PART OF THIS PLAN AND THE COST SHALL BE INCLUDED UNDER ITEM 203.

38. ALL SEEDING SHALL BE APPLIED AT THE RATE OF 8 POUNDS (LB.) PER 1,000 SQUARE FEET (SF) AND SHALL USE THE FOLLOWING SEED MIXTURE:

40% TITAN TALL FESCUE  
40% TARBEL TALL FESCUE  
10% DENIM KENTUCKY BLUEGRASS  
10% RENAISSANCE PERENNIAL RYE GRASS

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

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

FERTILIZER SHOULD BE APPLIED AT THE RATE OF 6 POUNDS (LB.) PER 1,000 SQUARE FEET (SF).

40. ALL SIGNS, LANDSCAPING, STRUCTURES OR OTHER APPURTENANCES DISTURBED OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED OR REPAIRED TO THE SATISFACTION OF THE CITY ENGINEER. THE CONTRACTOR SHALL PAY FOR THE COST OF THIS WORK.

GENERAL NOTES FOR STORM SEWERS

1. ANY MODIFICATION OF THE WORK AS SHOWN ON THESE DRAWINGS MUST HAVE PRIOR WRITTEN APPROVAL BY THE POWELL CITY ENGINEER.

2. THE PROPOSED SANITARY SEWERS AND SERVICES ARE TO BE CONSTRUCTED UNDER PLAN P PRIOR TO STREET IMPROVEMENTS.

3. BEFORE THE CONTRACTOR STARTS ANY WORK ON THE PROJECT AND AGAIN BEFORE FINAL ACCEPTANCE OF ANY WORK, REPRESENTATIVES OF THE CITY AND THE CONTRACTOR SHALL MAKE AN INSPECTION OF ALL EXISTING SEWERS THAT ARE TO REMAIN IN SERVICE AND WHICH MAY BE AFFECTED BY THE WORK. THE CONDITION OF THE EXISTING CONDUITS AND THEIR APPURTENANCES SHALL BE DETERMINED FROM FIELD OBSERVATIONS. THE CITY SHALL KEEP RECORDS OF THE INSPECTION IN WRITING.

4. ALL EXISTING SEWERS INSPECTED INITIALLY BY THE ABOVE MENTIONED PARTIES SHALL BE MAINTAINED AND LEFT IN A CONDITION REASONABLY COMPARABLE TO THAT DETERMINED BY THE ORIGINAL INSPECTION. THE CONTRACTOR, TO THE SATISFACTION OF THE CITY ENGINEER, SHALL CORRECT ANY CHANGE IN THE CONDITION RESULTING FROM THE CONTRACTOR'S OPERATIONS.

5. PAYMENT FOR ALL OPERATIONS DESCRIBED ABOVE SHALL BE INCLUDED IN THE CONTRACT PRICE FOR THE PERTINENT CONTRACT ITEMS.

6. ALL STORM SEWERS CONSTRUCTED UNDER THIS PLAN SHALL MEET THE REQUIREMENTS OF COLS ITEM 901, WITH A MINIMUM INSIDE DIAMETER OF 12 INCHES.

7. ALL NEW CONDUITS, CATCH BASINS AND MANHOLES CONSTRUCTED, AS A PART OF THE PROJECT SHALL BE FREE OF ALL FOREIGN MATTER AND IN A CLEANED CONDITION BEFORE THE CITY WILL ACCEPT THE PROJECT.

8. ALL INLETS, CATCH BASINS, AND MANHOLES SHALL BE CHANNELIZED.

9. ROADWAY UNDERDRAINS SHALL BE DISCHARGED INTO THE NEAREST STORM STRUCTURE AVAILABLE ALONG THE LINE OF FLOW UNLESS SHOWN OTHERWISE ON THE PLANS.

10. THE CONTRACTOR SHALL ADJUST ALL EXISTING AND PROPOSED CASTINGS TO MATCH THE SURROUNDING FINISHED GRADE. THE COST OF ALL CASTING ADJUSTMENTS SHALL BE INCLUDED IN THE VARIOUS SEWER ITEMS.

11. ALL DRAINAGE SWALES ALONG REAR LOT LINES, SHOWN ON THE GRADING PLAN, SHALL BE CONSTRUCTED TO FINISHED GRADE AS PART OF THIS PLAN AND THE COST SHALL BE INCLUDED UNDER COLS ITEM 203.

12. ALL STORM WATER DETENTION/RETENTION AREAS SHOWN ON THE GRADING PLAN SHALL BE CONSTRUCTED TO FINISHED GRADE PER COLS ITEM 203, HYDRO-SEEDED, AND HYDRO-MULCHED PER COLS ITEM 659, AS PART OF THIS PLAN. THE COST SHALL BE INCLUDED AS A LUMP SUM UNDER SPECIAL, DETENTION/RETENTION AREA CONSTRUCTION.

13. THE CONTRACTOR SHALL PROVIDE TWO ROOF DRAIN OPENINGS IN THE CURB FOR EACH LOT, LOCATED AS DIRECTED BY THE OWNER.

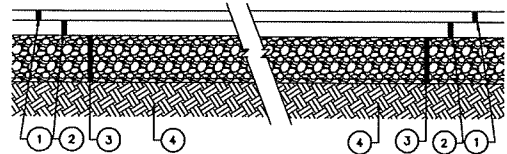
14. ALL CATCH BASINS ARE TO BE EQUIPPED WITH EAST JORDAN #5110, TYPE M3 GRATES, OR APPROVED EQUAL.

15. UPON COMPLETION OF CONSTRUCTION FOR EACH PHASE OF STORM SEWER WORK, THE DEVELOPER, THROUGH ITS ENGINEER, SHALL FURNISH THE CITY ENGINEER A TABULATION OF STRUCTURE NUMBERS, THE ELEVATION OF THE TOP OF CASTING AS PROPOSED ON THE PLANS, AND THE ELEVATION OF THE TOP OF CASTING, AS BUILT. FURTHER, A TABULATION OF STATIONING AND TOP OF CURB ELEVATION, AS BUILT, AT THE ENDS OF ALL STREET SEWER STRUCTURES AND ANY VARIANCE IN THE HORIZONTAL LOCATION OF THE UTILITIES WILL DETERMINE ADJUSTMENTS, IF ANY, THAT ARE NECESSARY AND ALL NECESSARY ADJUSTMENTS SHALL BE DONE PRIOR TO SUBMITTAL OF 'AS BUILT' DRAWINGS.

16. THE ORIGINAL TRACINGS, REVISED 'AS BUILT', AND TWO SETS OF PRINTS SHALL BE GIVEN TO THE CITY PRIOR TO ANY TAP PERMITS BEING ISSUED, OR ACCEPTANCE BY THE CITY FOR THE ONE YEAR MAINTENANCE PERIOD. THE INFORMATION SHOWN ON THE 'AS BUILT' PLANS SHALL BE FROM FIELD MEASUREMENTS. WATER SERVICES AND MAIN LINE VALVES SHALL BE LOCATED BY STREET STATIONING. TOP OF CASTING ELEVATIONS FOR ALL STORM SEWER STRUCTURES AND ANY VARIANCE IN THE HORIZONTAL LOCATION OF THE UTILITIES FROM THAT SHOWN ON THE APPROVED PLANS, SHALL BE SHOWN.

DEL-CO WATER COMPANY  
GENERAL NOTES FOR WATER LINE CONSTRUCTION

- GENERAL NOTES AS MODIFIED BY DEL-CO AND SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS SHALL SUPERSEDE THE REQUIREMENTS OF THE SUBDIVISION CONSTRUCTION STANDARDS MANUAL WHEREVER DISCREPANCIES OCCUR.
2. STANDARD GENERAL NOTES
- A. WATER LINE DESIGN, MATERIALS, AND INSTALLATION METHODS SHALL CONFORM TO APPLICABLE SECTIONS OF RECOMMENDED STANDARDS FOR WATER WORKS (TEN STATES STANDARDS), AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS, AND THE DEL-CO WATER SUBDIVISION CONSTRUCTION STANDARDS MANUAL. CONTRACTOR SHALL OBTAIN A COPY OF THE STANDARDS AND HAVE IT IN HIS POSSESSION AT ALL TIMES DURING CONSTRUCTION. COORDINATE WORK WITH DEL-CO WATER (740) 546-7746.
- B. WATER MAINS SHALL BECOME THE OWNERSHIP OF DEL-CO WATER UPON FINAL ACCEPTANCE. WATER LINE CONSTRUCTION SHALL BE COMPLETED FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE APPROVAL LETTER OR ORIGINAL PLANS. IF CONSTRUCTION HAS NOT STARTED WITHIN ONE YEAR OF THE DATE OF APPROVAL, PLANS SHALL BE RESUBMITTED TO DEL-CO WATER COMPANY FOR APPROVAL.
3. WATER LINE CONSTRUCTION:
- A. WATER LINES SHALL BE NSF 61 APPROVED, AND COMPLIANT WITH ASTM D2241 & OHIO EPA ENG-08-001 STANDARDS.
- USE THE FOLLOWING TYPE AND CLASS OF PIPE UNLESS OTHERWISE INDICATED ON THE DRAWINGS:
- I. 2-INCH WATER LINE PIPE: CLASS 200 SDR 21 YELLOW/NE PIPE (RESTRAINED JOINT).
- II. 4-INCH WATER LINE PIPE: CLASS 200 SDR 21.
- III. 6-INCH TO 12-INCH WATER LINE PIPE: CLASS 160 SDR 26 PVC.
- IV. 16-INCH AND LARGER WATER LINE PIPE: AWWA C151 CLASS 32 DIP.
- V. 4-INCH PIPE AND LARGER USED FOR FIRE SERVICE: AWWA C900 DR 18 (150 PSI) PVC.
- M. ALL SIZES OF DEL-CO-OWNED WATER LINES USED ON MASTER WATER PROJECTS: CLASS 200 SDR 21 PVC.
- N. ALL FITTINGS SHALL BE MECHANICAL JOINT CONFORMING TO AWWA C153.
- O. DEL-CO WATER SHALL BE MECHANICAL JOINT CONFORMING TO AWWA C153 304 STAINLESS STEEL EXTERNAL HARDWARE. VALVES 16-INCH AND SMALLER SHALL BE RUST-NOT-SEATED GATE VALVES PER AWWA C509 AND VALVES 16-INCH AND LARGER SHALL BE PRATT GROUNDHOG BUTTERFLY VALVES PER AWWA C504.
- E. PROVIDE HEAVY DUTY VALVE BOXES ON ALL HOT-TAPS AND AT VALVES LOCATED UNDER GRAVEL OR PAVEMENT SURFACES.
- F. TOP OF VALVE BOX SHALL BE FLUSH WITH FINISHED GRADE IN PAVED AREAS, AND 4 INCHES ABOVE FINISHED GRADE IN NON-PAVED AREAS.
- G. CROSS SHAFTS SHALL REQUIRE APPROVAL OF DEL-CO WATER COMPANY.
- H. MAINTAIN A MINIMUM 10-FOOT HORIZONTAL AND 1.5-FOOT VERTICAL SEPARATION BETWEEN WATER LINES AND SANITARY AND STORM SEWERS.
- II. ALL OTHER BURIED UTILITIES SHALL MAINTAIN A MINIMUM 5-FOOT HORIZONTAL SEPARATION, AND 1-FOOT VERTICAL SEPARATION FROM THE CENTERLINE OF WATER LINES AS FINALLY LAID AND CONSTRUCTED.
- J. PROVIDE CONCRETE THRUST BLOCKING FOR ALL FITTINGS, VALVES, ANCHOR TEES, AND HYDRANTS. BURY WATER LINES A MINIMUM DEPTH OF 48-INCHES TO THE TOP OF PIPE.
- K. LAY 5-FOOT STEEL FENCE POSTS OR 4"x4" WOOD POST AT VALVES AND THE ENDS OF LINES. PAINT BLUE.
- L. TRACER WIRE.
- I. 1. PROVIDE COPPERHEAD® OR EQUAL 12-GAUGE HIGH STRENGTH 452LB BREAK STRENGTH 30 MIL. BLACK JACKET, COPPER-CLAD, STEEL REINFORCED TRACER WIRE ON ALL WATER MAIN AND SERVICE LINES INSTALLED BY TRENCHING METHODS.
- II. 1. INSTALL COPPERHEAD® OR EQUAL 12-GAUGE EXTRA HIGH STRENGTH 1150LB BREAK STRENGTH 45 MIL. BLACK JACKET, COPPER-CLAD, STEEL REINFORCED TRACER WIRE ON ALL WATER MAIN AND SERVICE LINES INSTALLED BY BORING METHODS.
- III. 1. FASTEN WIRE TO PIPE IN TWO PLACES PER PIPE SECTION. EXTEND TRACER WIRE TO GROUND SURFACE AT ALL VALVES AND HYDRANTS AS SHOWN IN THE DEL-CO STANDARD DETAIL. SPACE UNDERNEATH CORNERHEADS LSC12-BLUE, OR PRO-TRACER® #73901 WEATHERPROOF UNDERGROUND WIRE CONNECTORS.
- IV. 1. CONNECT ALL SERVICE LINE WIRES TO MAIN LINE WIRES USING DURATRAC™ PART #3W-01 (BLUE), COPPERHEAD® LSC12-BLUE, OR PRO-TRACER® #73901 WEATHERPROOF UNDERGROUND WIRE CONNECTORS.
- V. 1. CONTRACTOR SHALL TEST THE CONTINUITY OF ALL WIRE USING A THIRD-PARTY TESTER.
2. CONTRACTOR SHALL CONTACT DEL-CO'S INSPECTION DEPARTMENT A MINIMUM OF 24 HOURS PRIOR TO TEST.
2. TESTER SHALL SEND A SIGNED REPORT TO DEL-CO WATER INSPECTION DEPARTMENT AFFIRMING ALL WIRE HAS CONTINUITY.
3. CONTRACTOR SHALL REPAIR ALL DEFICIENCIES.
4. WATER SERVICE CONSTRUCTION (BETWEEN MAIN LINE AND METER PIT):
- A. ALL WATER SERVICES SHALL BE CONSTRUCTED AND INSTALLED PER AWWA C800.
- B. FOR METERS 1-INCH AND SMALLER, USE 1-INCH CLASS 200 SDR 7 IRON PIPE SIZE (IPS) POLYETHYLENE PIPE.
- C. CONNECTIONS TO PVC PIPE SHALL BE MADE WITH APPROVED TAPPING SADDLE AND CORPORATION SADDLE PER DEL-CO SUBDIVISION CONSTRUCTION STANDARDS MANUAL.
- D. CONNECTIONS TO OR FROM EXISTING PIPE SHALL BE MADE BY TAP AND APPROVED CORPORATION STOP PER DEL-CO SUBDIVISION CONSTRUCTION STANDARDS MANUAL.
- E. PROVIDE A CURB STOP WITH 1-INCH FEMALE IRON PIPE THREADS ON THE CUSTOMER SIDE AT THE END OF SERVICE LINE. LOCATE AT ROW, BUT A MINIMUM OF FIVE FEET FROM EDGE OF SIDEWALK.
- F. SERVICE LINE VALVES 1/2-INCH AND LARGER SHALL BE MECHANICAL JOINT GATE VALVES, RESTRAINED WITH DUCT-LOKS AND GALVANIZED ALL THREAD ROD OR ANCHOR TEES WHERE APPLICABLE.
- G. MINIMUM DEPTH OF COVER SHALL BE 48 INCHES.
- AA. 1. USE A 10-FOOT STEEL FENCE POSTS OR 4" WOOD POST AT THE ENDS OF ALL SERVICE LINES.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SPECIAL BACKFILL MATERIAL FOR ALL LINES, INCLUDING THOSE INSTALLED BY DEL-CO WATER CO. INC., WHEN REQUIRED BY THE COUNTY OR CITY ENGINEER.
5. FIRE HYDRANTS:
- F. FIRE HYDRANTS SHALL CONFORM TO AWWA C502 FOR DRY BARREL HYDRANTS.
- G. MAIN VALVE: 5.25-INCH COMPRESSION.
- I. NOZZLES:
- L. THREADING: CONFORM TO NFPA NATIONAL STANDARD FIRE HOSE THREADS.
- 4.5-INCH STEAMER, EXCEPT IN THE FOLLOWING LOCATIONS PROVIDE AN INTEGRAL STROT CONNECTION: HARRINGTON HH30 OR EQUIVALENT; BERSHIRE, BERLIN, CONCORD, GENOA, KINGSTON, LEBAN, ORANGE, SOUTH TOWN, TRENTON, AND SCOTO TOWNSHIPS; CITY OF POWELL; AND THE VILLAGES OF SUNBURY AND GALENA.
- III. 2. TWO 2.5-INCH HOSE CONNECTIONS.
- INLET CONNECTION: 8-INCH MECHANICAL JOINT.
- D. OPERATION: TURN PENTACON TURN COUNTERCLOCKWISE TO OPEN.
- F. EXTENSIONS AND PARTS: SHALL BE MANUFACTURED BY THE ORIGINAL EQUIPMENT MANUFACTURER.
- G. APPROVED MANUFACTURERS: MUELLER SUPER CENTURION 200, AMERICAN FLOW CONTROL B-84-B, CLOW MEDALLION, MAH MODEL 129B, AVEK NOSTALOG 2780, OR KENNEDY GUARDIAN K810.
- H. 1. CONTRACT REPAIR: REPAIR REQUIRED AFTER INSTALLATION PER DEL-CO SUBDIVISION CONSTRUCTION STANDARDS MANUAL SECTION D2731, PART 2.06.
- I. LIBERTY TOWNSHIP, POWELL, AND VILLAGE OF SUNBURY: SAFETY RED.
- II. OTHER TOWNSHIPS: SAFETY YELLOW.
- III. FIRE HYDRANTS LOCATED IN PRIVATE WATER LINES SHALL BE PAINTED INDUSTRIAL GREEN.
6. DISINFECT ALL WATER LINES IN ACCORDANCE WITH AWWA C651 AND DEL-CO SPECIFICATIONS.
7. ALL PIPE INSTALLATION AND PRESSURE TESTING SHALL BE IN ACCORDANCE WITH AWWA C900 FOR WATER LINES 12 INCH DIA. OR LESS. CASINGS FOR WATER LINES LARGER THAN 12 INCH DIA. MAY BE AWWA C905.
8. CONTRACTOR SHALL PROVIDE ALL EQUIPMENT NECESSARY TO PERFORM PRESSURE TEST. SCHEDULE TEST BETWEEN 8:00 AM AND 2:00 PM WEEKDAYS. NOTIFY DEL-CO 24 HOURS PRIOR TO TEST.
9. OBTAIN WRITTEN APPROVAL OF MATERIAL AND MANUFACTURERS LIST FROM DEL-CO WATER PRIOR TO BEGINNING CONSTRUCTION.
10. PROVIDE CASING PIPE FOR ALL ROAD CROSSINGS UNLESS OTHERWISE APPROVED BY DEL-CO. CASING PIPE SHALL BE STEEL PIPE WITH 0.375-INCH WALL THICKNESS, OR PVC C900 FOR WATER LINES 12 INCH DIA. OR LESS. CASINGS FOR WATER LINES LARGER THAN 12 INCH DIA. MAY BE AWWA C905.
10. EASEMENTS SHALL BE PROVIDED TO DEL-CO WATER BEFORE PERMISSION WILL BE GIVEN TO MAKE NEW SERVICE LINE CONNECTIONS.
11. CONNECTIONS TO EXISTING WATER LINES WILL BE MADE BY DEL-CO WATER AT THE CONTRACTOR'S EXPENSE, OR PERFORMED BY CONTRACTORS WHO ARE APPROVED FOR MAKING CONNECTIONS. NOTIFY ALL PROPERTY OWNERS, AND DEL-CO WATER, IN WRITING 48 HOURS BEFORE STARTING CONSTRUCTION.
12. CONTRACTOR SHALL EXCAVATE TO DETERMINE THE LOCATION AND DEPTH OF EXISTING WATER LINES WHEREVER COVER OVER THE WATER LINES IS BEING REDUCED. IF THE FINAL DEPTH OF THE WATERLINE WILL BE BELOW DEL-CO WATER STANDARDS, CONTRACTOR SHALL SUBMIT A RELOCATION PLAN FOR APPROVAL BY DEL-CO WATER, AND RELOCATE THE WATER LINE AT THEIR EXPENSE.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING THE WATER LINE PRIOR TO FINAL ACCEPTANCE BY DEL-CO WATER, AND REPAIRING ALL DAMAGES FROM CONSTRUCTION ACTIVITY.
14. DO NOT FILL NEW WATER LINES UNTIL APPROVED BY DEL-CO WATER CO.
15. BOOSTER PUMPS ARE NOT ALLOWED ON INDIVIDUAL SERVICES.
16. NORMAL WORKING PRESSURE SHALL NOT BE LESS THAN 35 PSI.

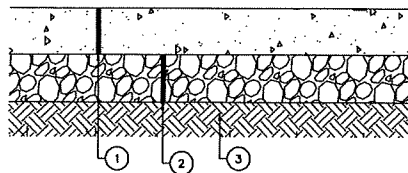


- LIGHT DUTY**
- ① ITEM 404, 1 1/2" ASPHALT CONCRETE
  - ② ITEM 402, 1 1/2" ASPHALT CONCRETE
  - ③ ITEM 304, 8" CRUSHED AGGREGATE BASE
  - ④ ITEM 310, SUBGRADE COMPACTION
- HEAVY DUTY**
- ① ITEM 404, 1 1/2" ASPHALT CONCRETE
  - ② ITEM 402, 2 1/2" ASPHALT CONCRETE
  - ③ ITEM 304, 10" CRUSHED AGGREGATE BASE
  - ④ ITEM 310, SUBGRADE COMPACTION

NOTES: ALL PAVEMENT MATERIALS SHALL CONFORM TO THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION CONSTRUCTION AND MATERIAL SPECIFICATIONS. PAVEMENT DESIGN AS PER GEOTECHNICAL REPORT

#### TYPICAL PAVEMENT SECTIONS

(NO SCALE)



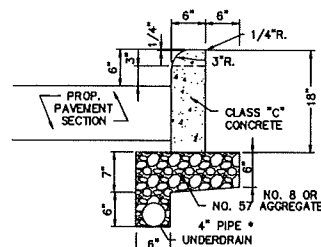
- ① ITEM 452, 8 1/2" PLAIN P.C. CONCRETE PAVEMENT (CLASS C)
- ② ITEM 304, 6" CRUSHED AGGREGATE BASE
- ③ ITEM 203, SUBGRADE COMPACTION, REF. SOILS REPORT

NOTE: CONCRETE PAVING, CMSC ITEM 452 SHALL CONFORM TO THE FOLLOWING SPECIFICATIONS:

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

#### CONCRETE PAVEMENT SECTION & DETAILS

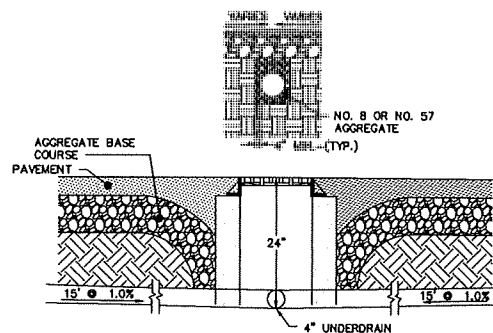
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\* CONTRACTOR SHALL VERIFY REQUIREMENTS FOR CURB UNDERDRAIN WITH THE OWNER. ANY UNDERDRAIN PLACED SHALL BE PROVIDED AN OUTLET TO THE PROPOSED STORM SYSTEM. POSITIVE DRAINAGE SHALL BE MAINTAINED.

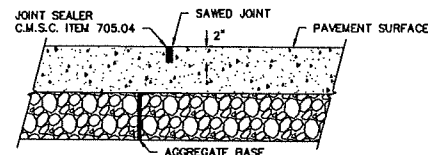
#### STRAIGHT 18" CONCRETE CURB

(NO SCALE)



\* 4" PERFORATED UNDERDRAIN - SEE STORM SEWER PLAN FOR LOCATIONS. THE PERFORATED PIPE SHALL BE PROTECTED FROM HEAVY TRAFFIC AFTER INSTALLATION PRIOR TO PLACEMENT OF PROPOSED PAVING.

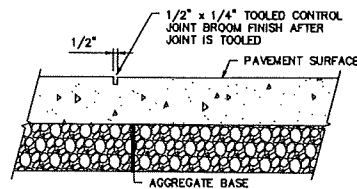
#### TYPICAL 4" UNDERDRAIN DETAIL



JOINTS SHALL BE SAWED AS SOON AS THE INITIAL SETTING OF THE CONCRETE WILL PERMIT MOVEMENT OF THE SAWING EQUIPMENT WITHOUT DAMAGE TO THE SURFACE

#### SAWED CONTROL JOINT DETAIL\*

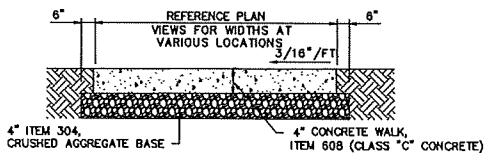
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#### TOOLED CONTROL JOINT DETAIL\*

(NO SCALE)

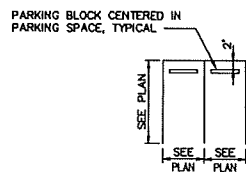
\* : CONSTRUCTION JOINTS MAY BE SAWED OR TOOLED AS DIRECTED BY THE CONSTRUCTION MANAGER.



SIDEWALK JOINTS SHALL BE IN ACCORDANCE WITH CMSC ITEM 608.03 UNLESS OTHERWISE DETAILED AS A PART OF THE BUILDING OR LANDSCAPE ARCHITECT PLANS.

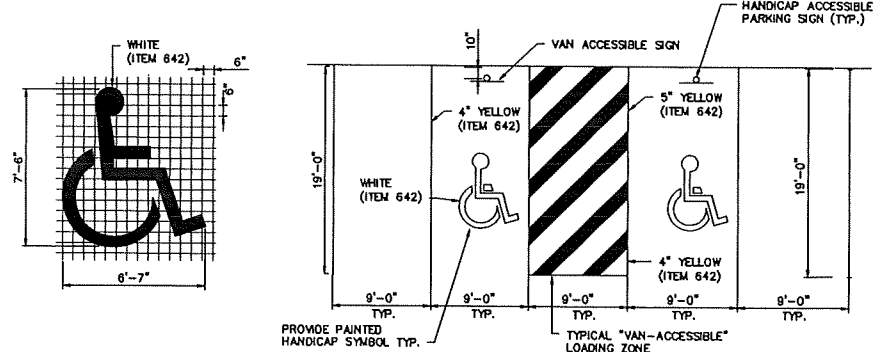
#### SIDEWALK SECTION

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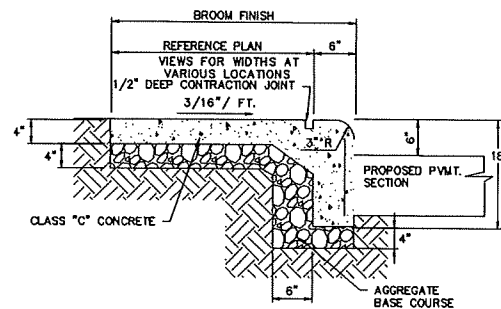
#### CONCRETE WHEEL STOP DETAIL

(NO SCALE)



#### TYPICAL PARKING AND HANDICAP SPACE

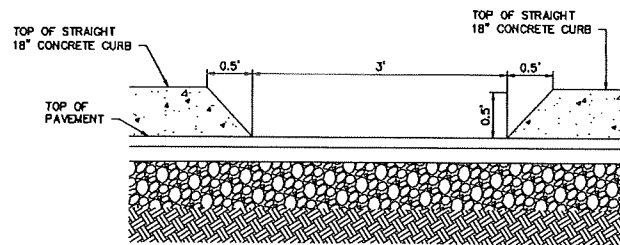
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NOTE: SIDEWALK JOINTS SHALL BE IN ACCORDANCE WITH CMSC ITEM 608.03 UNLESS OTHERWISE DETAILED AS A PART OF THE BUILDING OR LANDSCAPE ARCHITECT PLANS.

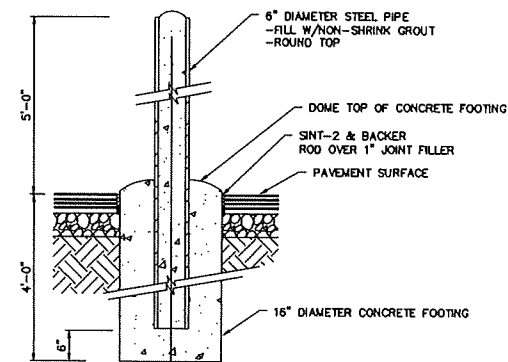
#### STANDARD COMBINED CURB AND WALK

(NO SCALE)



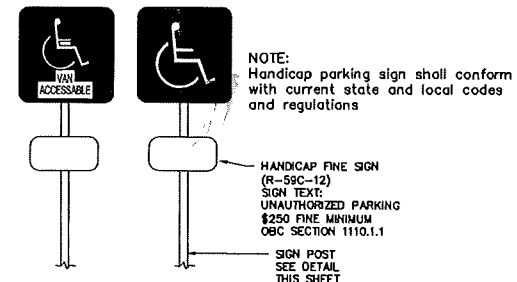
#### CURB OPENING DETAIL

(NO SCALE)



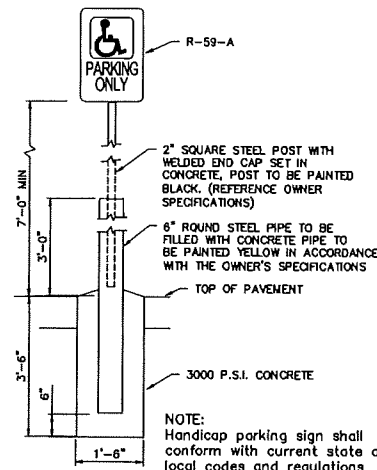
#### EXTERIOR BOLLARD DETAIL

(NO SCALE)



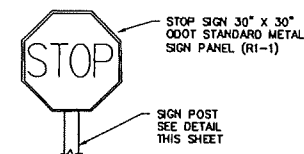
#### HANDICAP PARKING & VAN ACCESSIBLE SIGN DETAIL

(NO SCALE)



#### HANDICAP PARKING SIGN DETAIL

(NO SCALE)



#### STOP SIGN

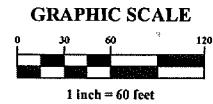
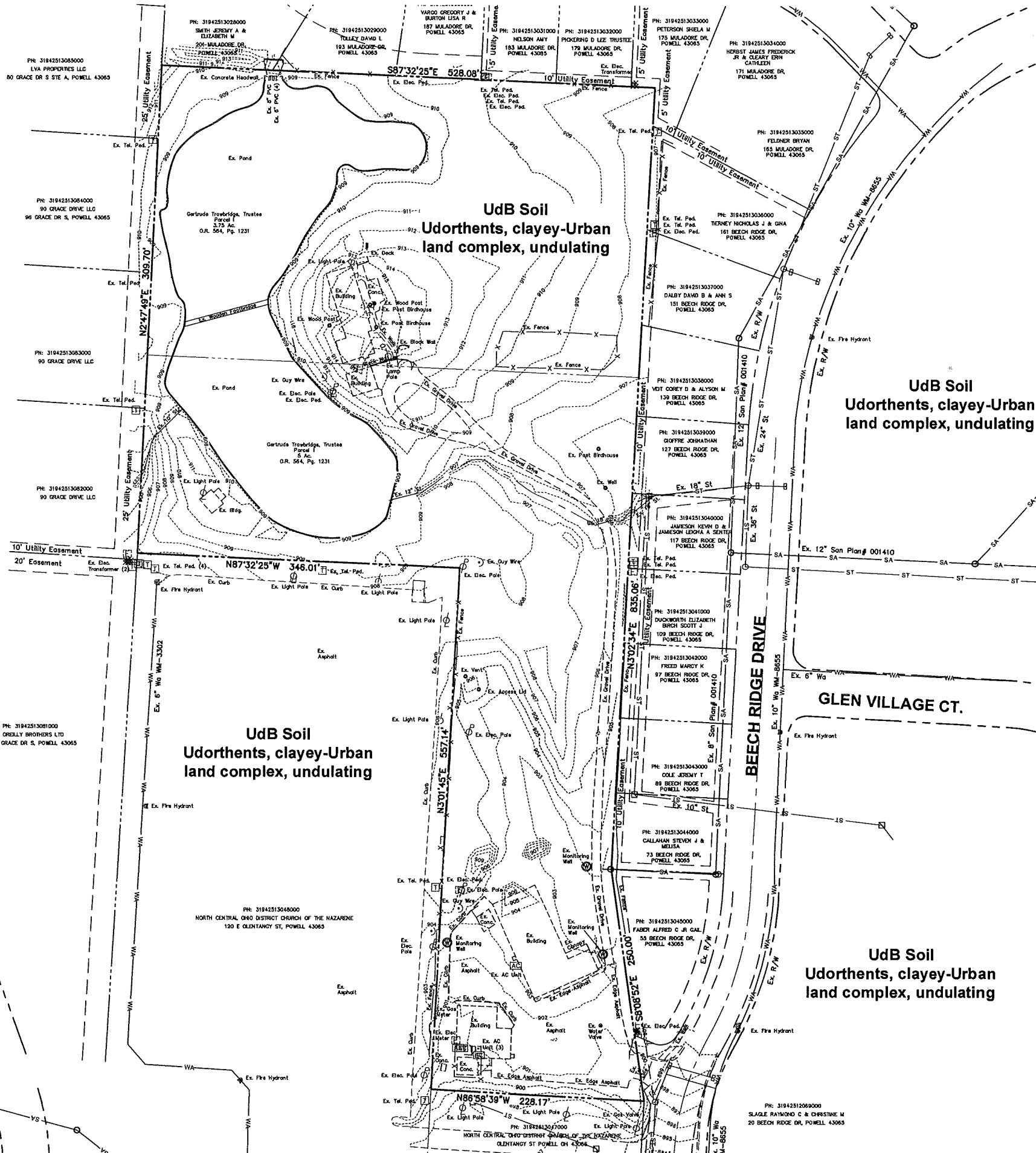
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Gwg1B1 Soil  
Glynwood silt loam,  
ground moraine, 2 to 6  
percent slopes

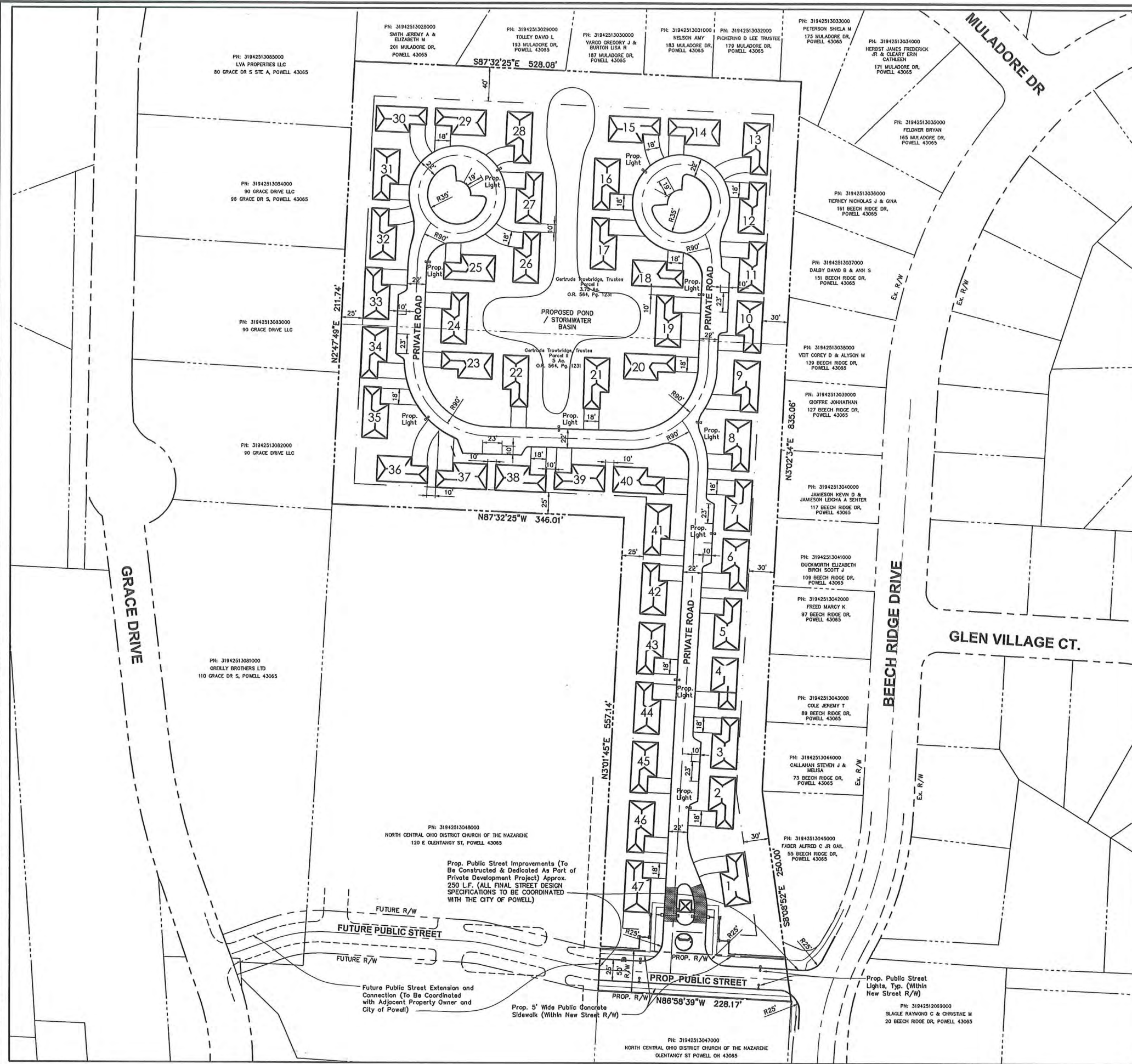
Gwg5C2 Soil  
Glynwood clay loam,  
ground moraine, 6 to 12  
percent slopes, eroded

GRACE DRIVE



PLAN PREPARED BY:  CIVIL DESIGN ENGINEERS & ARCHITECTS 422 Beecher Road Columbus, Ohio 43230 PH: 614-428-7750 Fax: 614-428-7755	PLAN PREPARED FOR: LEN PIVAR BUILDER LLC 165 THORNBURY LANE POWELL, OHIO 43065	CITY OF POWELL / DELAWARE COUNTY, OHIO <b>HARPER'S POINTE</b> FINAL DEVELOPMENT PLAN FOR LEN PIVAR BUILDER INC <b>EXISTING CONDITIONS</b>	Issue Dates:
			Date: 04/01/2015 Scale: N/A
Drawn By: CWH	Checked By: TMW	Project Number: 13-0001-591	Drawn Number: 4 / 8

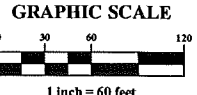
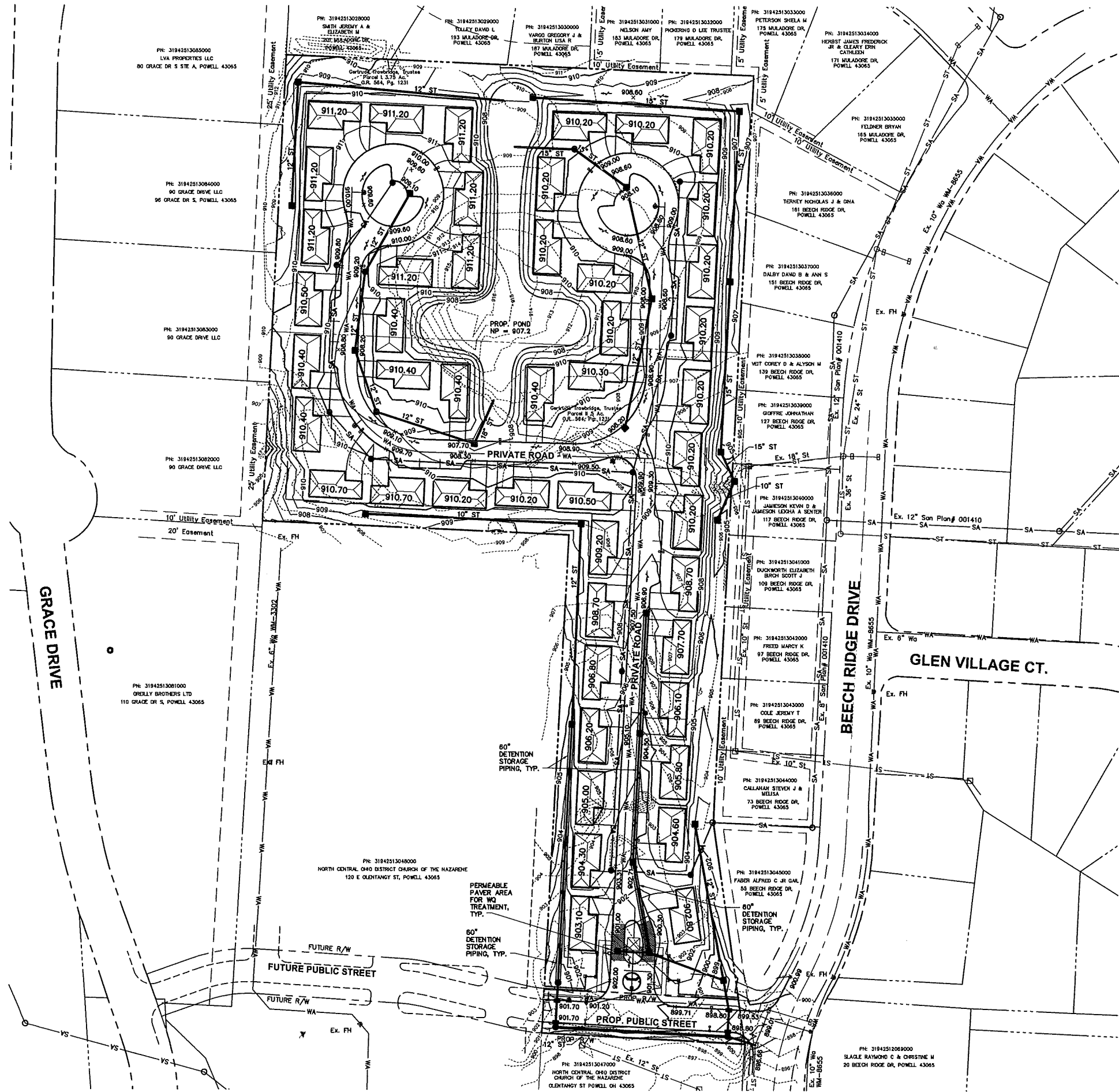
Z:\13-0001-581\DWG\PRODUCTION DRAWINGS\FINAL DEVELOPMENT PLAN\Site Plan.dwg 5 SITE PLAN Mar 31, 2015 - 6:19:45pm dsterck



PLAN PREPARED BY:		CITY OF POWELL / DELAWARE COUNTY, OHIO	
PLAN PREPARED FOR:		HARPER'S POINTE	
LEN PIVAR BUILDER LLC 165 THORNBURY LANE POWELL, OHIO 43065		FINAL DEVELOPMENT PLAN	
FOR		LEN PIVAR BUILDER INC	
ADVANCED CIVIL DESIGN ENGINEERS & SURVEYORS		SITE PLAN	
Date: 04/01/2015 Scale: N/A		Issue Dates:	
Drawn By: CWH		Checked By: TMW	
Project Number: 13-0001-591		Drawing Number: 5/8	



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

LEGEND

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

PLAN PREPARED BY: LEN PIVAR BUILDER LLC 165 THORNBURY LANE POWELL, OHIO 43065		CITY OF POWELL / DELAWARE COUNTY, OHIO <b>HARPER'S POINTE</b> FINAL DEVELOPMENT PLAN FOR LEN PIVAR BUILDER INC		Issue Dates:	
PLAN PREPARED FOR:		CITY OF POWELL / DELAWARE COUNTY, OHIO		Date: 04/01/2015 Scale: N/A	
LEN PIVAR BUILDER LLC 165 THORNBURY LANE POWELL, OHIO 43065		CITY OF POWELL / DELAWARE COUNTY, OHIO		Drawn By: CWH Checked By: TMW	
LEN PIVAR BUILDER LLC 165 THORNBURY LANE POWELL, OHIO 43065		CITY OF POWELL / DELAWARE COUNTY, OHIO		Project Number: 13-0001-591	
LEN PIVAR BUILDER LLC 165 THORNBURY LANE POWELL, OHIO 43065		CITY OF POWELL / DELAWARE COUNTY, OHIO		Drawing Number: 6 / 8	



JUNCTION DRAWINGS/PLAN DEVELOPMENT PLAN/ERC/eng 8 EROSION CONTROL NOTES & DETAILS Mar 31, 2015 - 6:17:14pm d. 2: 13--0001--591 Y

EROSION AND SEDIMENT CONTROL NARRATIVE

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

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

EXISTING SITE DESCRIPTION: THE SITE IS A WOODED LOT WITH AN EXISTING STRUCTURE ON SITE. OVERALL SITE ACREAGE: 8.28 ACRES

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

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

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

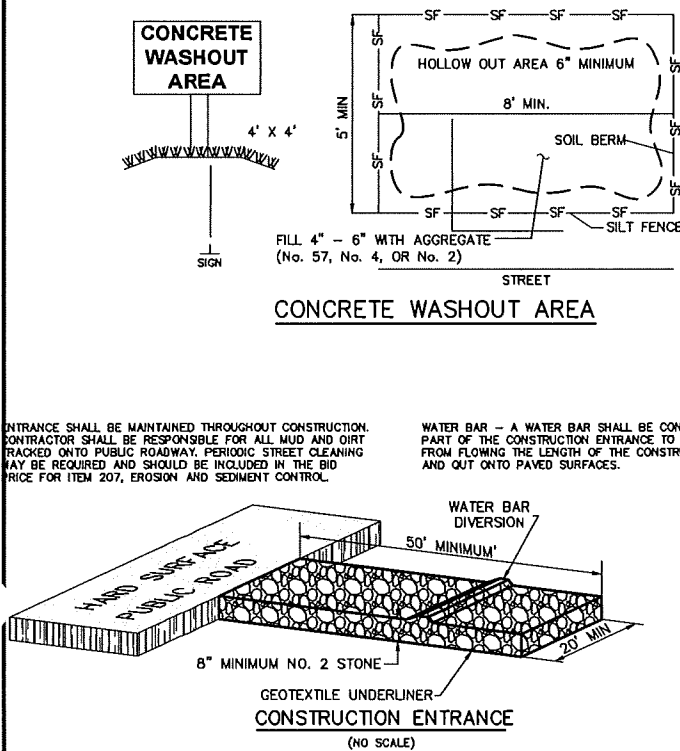
EROSION & SEDIMENT CONTROL MEASURES: EROSION AND SEDIMENT RUNOFF WILL BE CONTROLLED BY THE USE OF SEDIMENT FENCE AND INLET PROTECTION. INLET PROTECTION AT ALL EXISTING INLETS SHALL BE PLACED AS A PART OF THE SITE MASS EXCAVATION.

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

CONSTRUCTION SEQUENCE: (EROSION & SED. CONTROL)

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

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



GENERAL EROSION AND SEDIMENT CONTROL NOTES

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

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

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

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

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

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

TEMPORARY SEEDING

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

PERMANENT SEEDING

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

DESCRIPTION	DATES	RECOMMENDED APPLICATION RATE (OR EQUIVALENT) AS SPECIFIED IN RAINWATER & LAND DEVELOPMENT
PERMANENT SEEDING	MARCH 1-SEPT 30	GENERAL USE MIX OF - CREEPING RED FESCUE @ 20-40 LB/AC DOMESTIC RYEGRASS @ 10-20 LB/AC KENTUCKY BLUEGRASS @ 10-20 LB/AC
		STEEP BANKS ROAD DITCHES TALL FESCUE @ 40 LB/AC
TEMPORARY SEEDING	MARCH 1-SEPT 30	MIX OF - PERENNIAL RYEGRASS @ 40 LB/AC TALL FESCUE @ 40 LB/AC ANNUAL RYEGRASS @ 40 LB/AC
DORMANT SEEDING	OCT 1-NOV 20	PREPARE SEEDED, ADD LIME & FERTILIZER, THEN MULCH. FROM NOV 21 THROUGH MARCH 15, APPLY THE SELECTED SEED MIXTURE AT A 50% INCREASE IN RATE.
	NOV 20-MARCH 15	PREPARE SEEDED, ADD LIME & FERTILIZER, APPLY THE SELECTED SEED MIXTURE AT A 50% INCREASE IN RATE, THEN MULCH.
MULCH	ANY TIME OF YEAR	STRAW 2 TONS/AC OR 90 LB/1000FT
		HYDROSEED (WOOD CELLULOSE FIBER) 1 TON/AC OR 45 LB/1000FT

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

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

CONTRACTOR RESPONSIBILITY

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

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

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

SEDIMENT FENCE NOTES

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

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

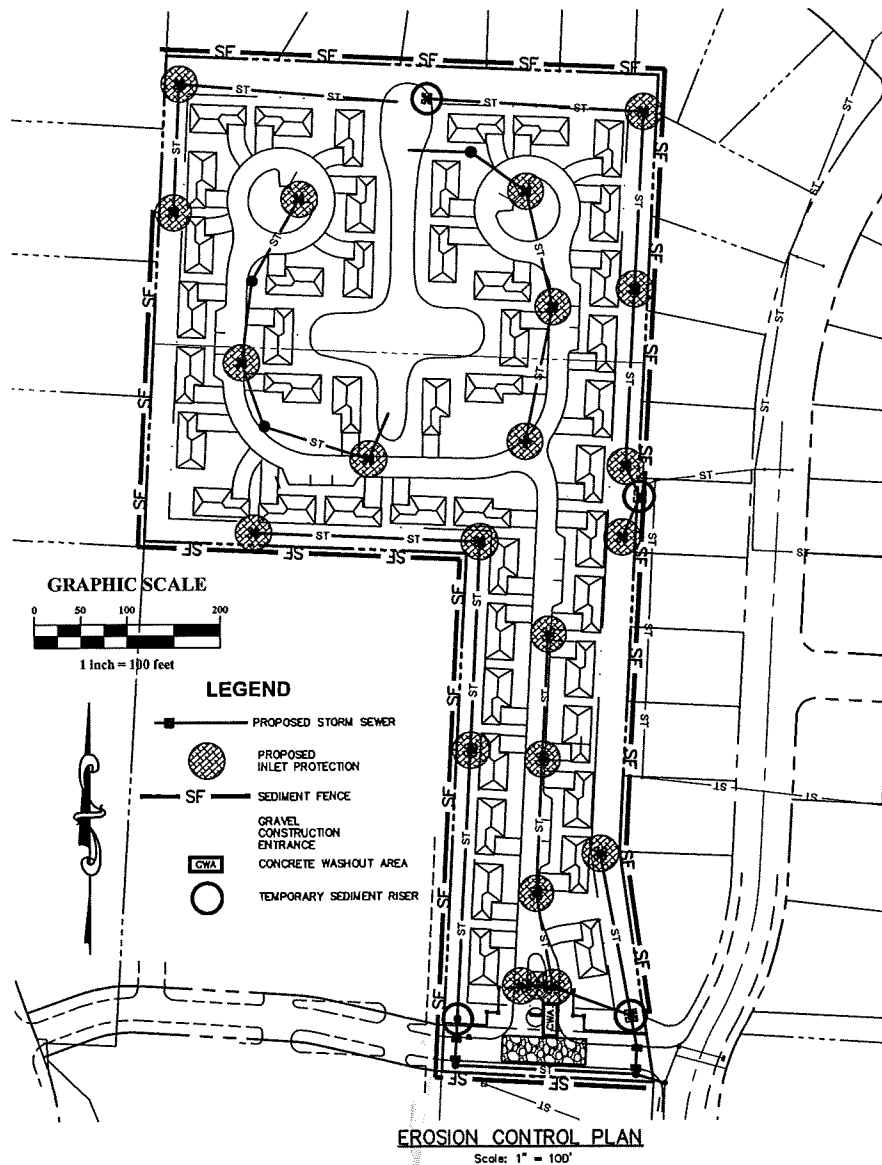
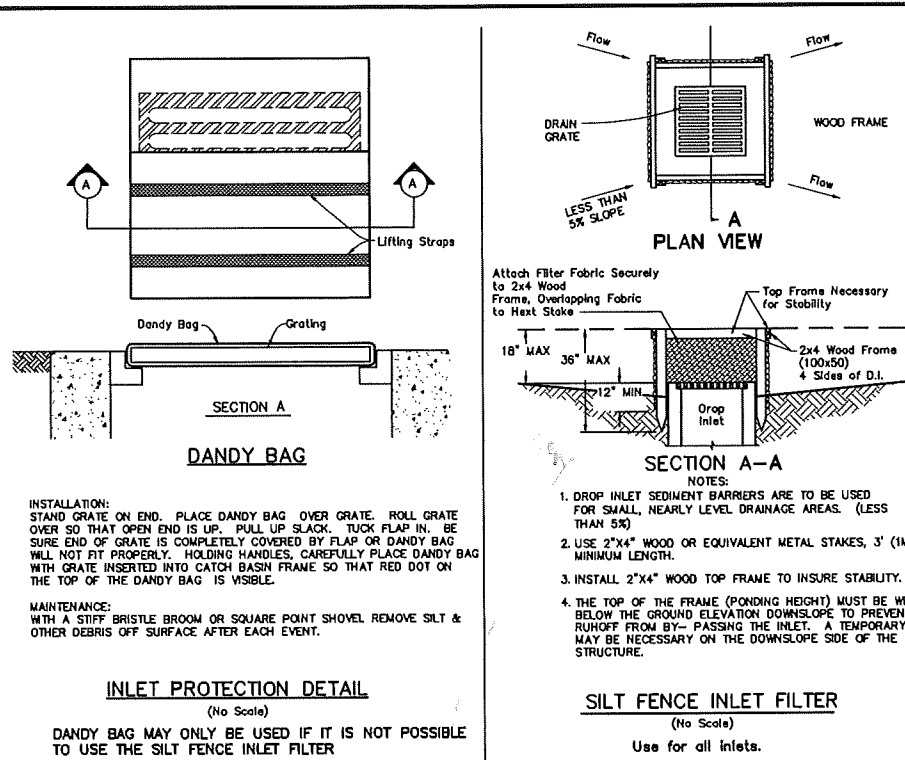
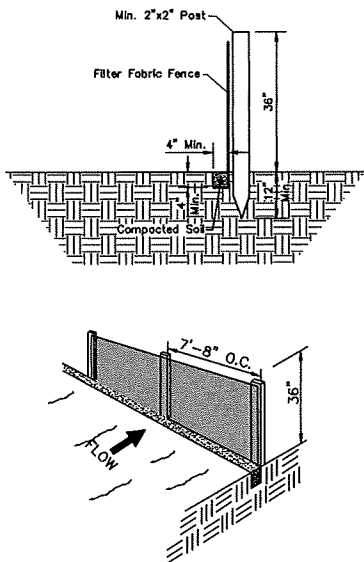
SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.

MAINTENANCE

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

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

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



PLAN PREPARED BY:

422 Beecher Road  
Gahanna, Ohio 43230  
PH 614-428-7750  
FAX 614-428-7755  
FOR 614-428-7755

ADVANCED CIVIL DESIGN

ENGINEERS & SURVEYORS

PLAN PREPARED FOR:

CITY OF POWELL / DELAWARE COUNTY, OHIO

HARPER'S POINTE

FINAL DEVELOPMENT PLAN

FOR

LEN PIVAR BUILDER INC

EROSION CONTROL NOTES & DETAILS

Issue Date:

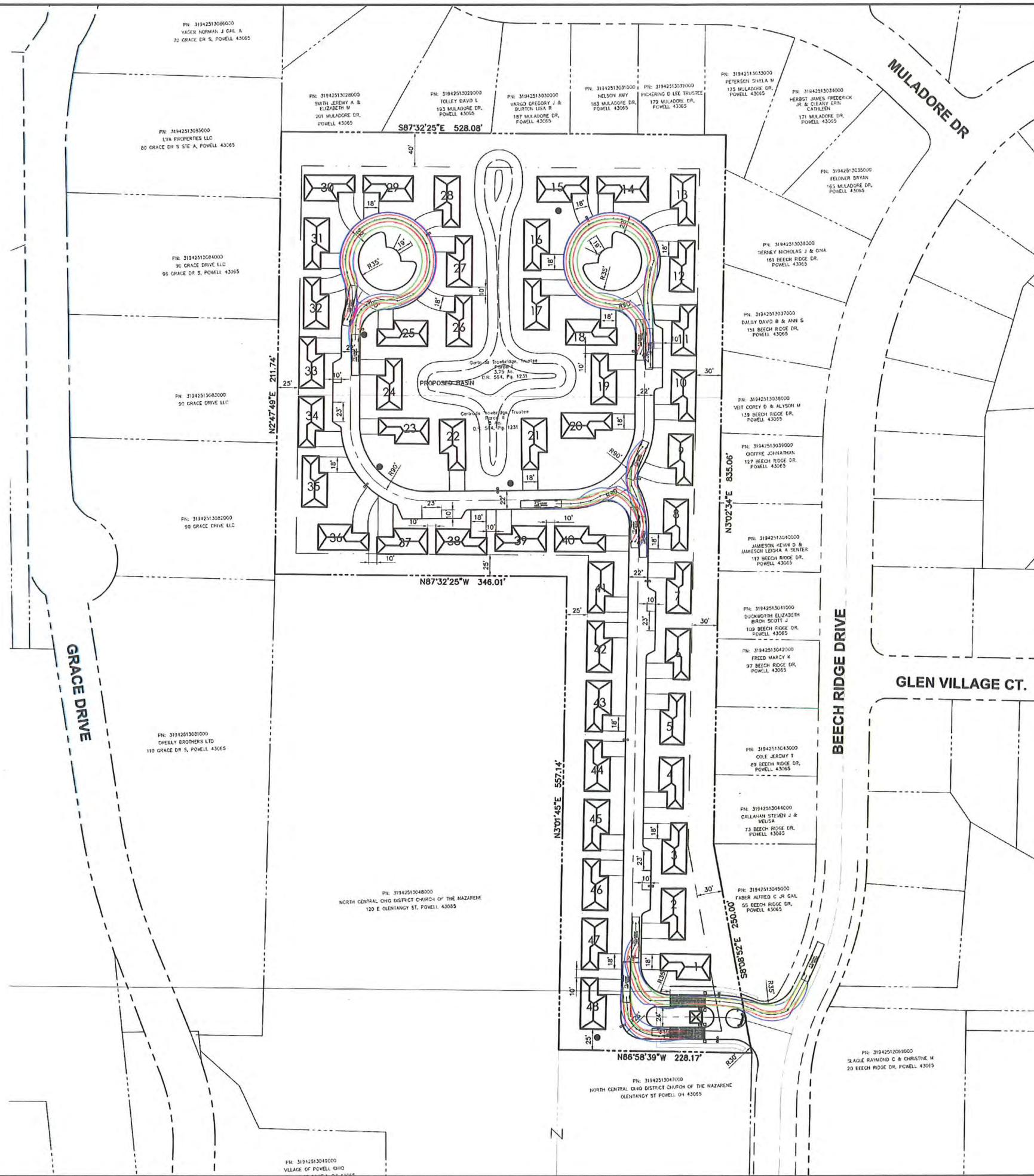
Date: 04/01/2015  
Scale: N/A

Drawn By: CWH  
Checked By: TWW

Project Number:  
13--0001--591

Drawing Number:  
8 / 8

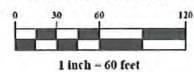




LEGEND

- TRUCK BODY OVERHANG
- FRONT TIRES
- REAR TIRES

GRAPHIC SCALE



## EXHIBIT E-2

CITY OF POWELL, DELAWARE COUNTY OHIO  
FIRE TRUCK TURNING EXHIBIT  
FOR  
HARPERS POINTE

PLAN PREPARED BY:



422 BEECHER ROAD  
Gahanna, Ohio 43230  
ph 614.428.7750  
fax 614.428.7755

SCALE: 1"=60'  
DATE: 01/22/2015

SHEET 1 / 1



A NiSource Company

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

August 20, 2013

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

Re: Harpers Pointe, Powell, OH

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

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

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

Sincerely,

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



# DEL - CO

## Water Co., Inc.

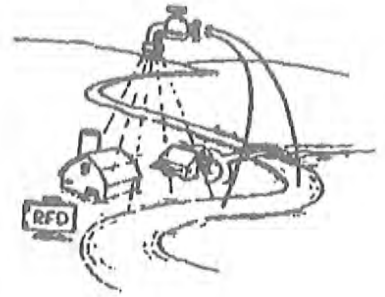
### *Directors*

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

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

GLENN MARZLUF  
*General Manager*

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



August 13, 2013

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

RE: Water Availability  
Trowbridge Tract – Beech Ridge Road

Dear Mr. Hockstok:

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

Proposed Land Use: Multi-family development  
Location: West side of Beech Ridge Road,  $\pm 250$  feet north of E. Olentangy Street.  
Current address 2470 W. Powell Road  
Acreage:  $\pm 8.748$  acres

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

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

Sincerely,  
DEL-CO WATER COMPANY, INC.

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





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

TIFFANY A. JENKINS, P.E., DIRECTOR

August 14, 2013

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

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

Dear Mr. Hockstok:

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

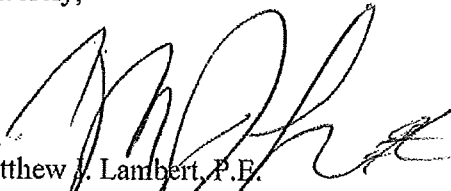
Sanitary sewer is available to the subject parcel. Availability means that new development on the subject parcel will be permitted to connect to County sewer provided that there is sufficient capacity available for the development.

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

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

If you have any questions, please contact me.

Sincerely,



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

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

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

# Liberty Township

## Fire Department

Fire Chief  
*Timothy R. Jensen, OFE*

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

August 19, 2013

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

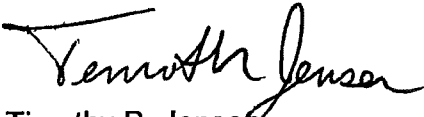
RE: Harpers Pointe Site Plan

Mr. Hockstok,

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

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

Respectfully,



Timothy R. Jensen  
Fire Chief

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

**TRAFFIC ENGINEERING  
SERVICES, INC.**

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

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October 4, 2013

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

RE: Harpers Pointe

Dear Todd:

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

Existing Data

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

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

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

Trip Generation

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

### Signal Warrant Analysis

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

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

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

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

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

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

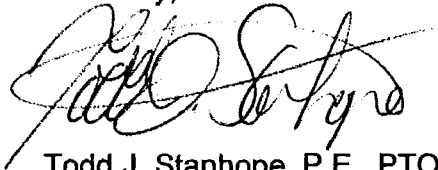
### Conclusions

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

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

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

Sincerely,



Todd J. Stanhope, P.E., PTOE

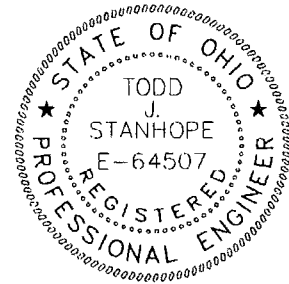
Prepared under the direction of:



Registered Engineer No. E-64507, Ohio

10-4-2013

Date



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

Harpers Pointe Traffic Study - 10/2013

TABLE 1 - SITE TRIP GENERATION SUMMARY

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

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

Weekly Volume, per Channel

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

**Peak Hours**

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



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

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

Site: 000000000000

**Weekly Volume, per Channel**

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

**Peak Hours**

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

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

Bartholomew Blvd  
south of Olentangy St (SR 750)

Weekly Volume, per Channel

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

**Peak Hours**

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

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

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

**Weekly Volume**

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

**Peak Hours**

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

# 24 Hour Volume Count

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

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

Start Time:

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

# Traffic Engineering Services, Inc.

3001 Bethel Rd, Suite 207

Columbus, Oh 43220

Title1 : Bartholomew Blvd.

Title2 :

Title3 :

9191

09/18/00

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

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## Weekly Summary Report

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

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

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

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

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# Signal Warrant #1 Worksheet (Ref. #1)

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

Existing (2013)

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

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

WARRANT #1 : NOT MET

### NOTE(S)

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

Prepared By:

**TRAFFIC ENGINEERING  
SERVICES, INC.**

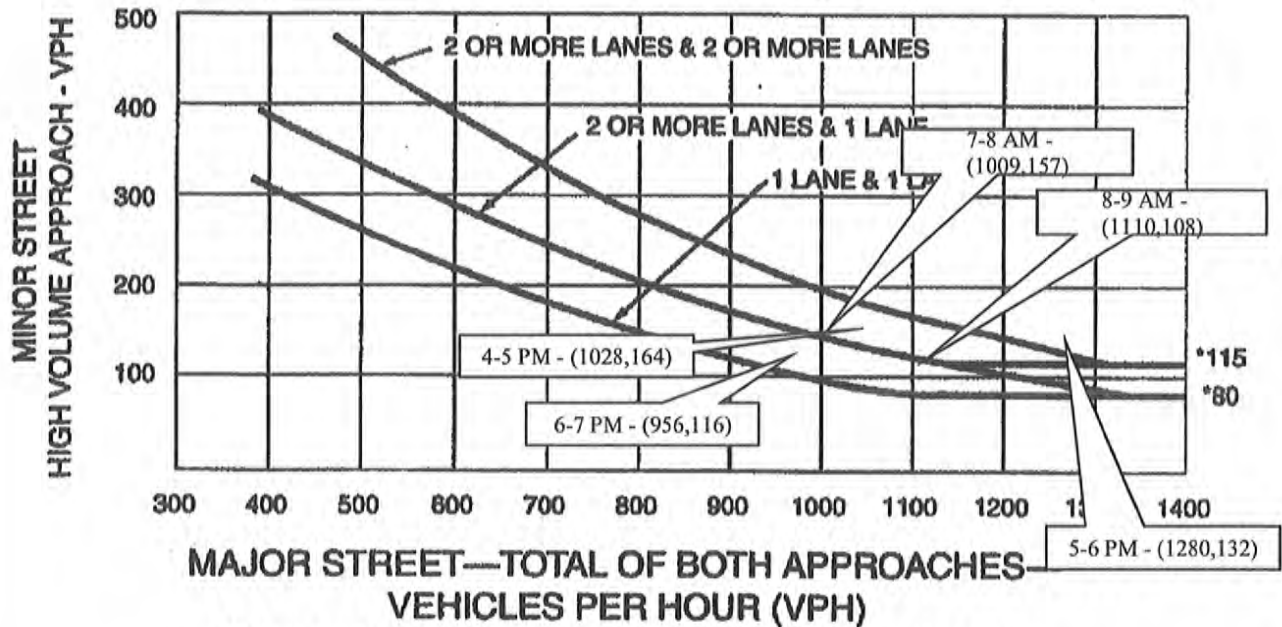
10/2013

Appendix



**Signal Warrant 2 (Ref. #1)**  
**Beech Ridge Drive/Bartholomew Drive & E. Olentangy St. (SR 750)**  
**Existing (2013)**

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



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

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

**NOTE(S)**

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

**HARPERS POINTE  
TRAFFIC STUDY**

PREPARED BY: **TRAFFIC ENGINEERING SERVICES, INC.**

10/2013

**APPENDIX**

**FOUR HOUR SIGNAL WARRANT (REF. #1)**



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

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

## Appendix

# Signal Warrant #1 Worksheet (Ref. #2)

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

Existing + Site Traffic (2013)

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

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

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

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

WARRANT #1 : NOT MET

### NOTE(S)

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

Prepared By:

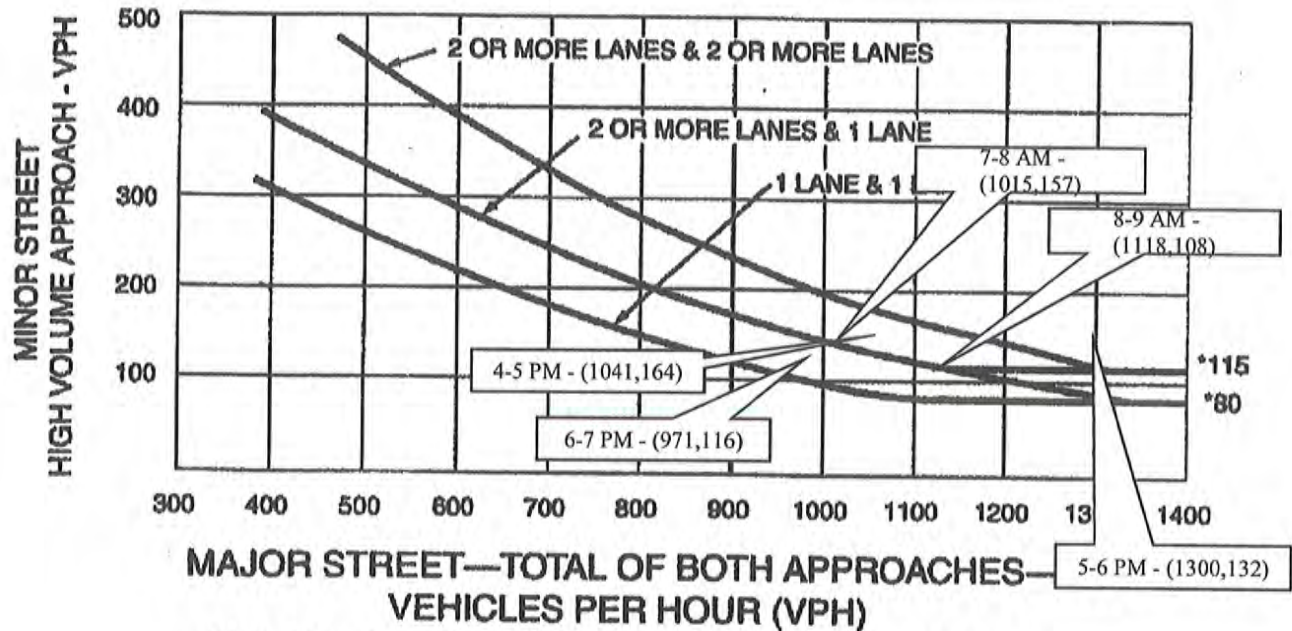
**TRAFFIC ENGINEERING  
SERVICES, INC.**

10/2013

Appendix

**Signal Warrant 2 (Ref. #2)**  
**Beech Ridge Drive/Bartholomew Drive & E. Olentangy St. (SR 750)**  
**Existing + Site Traffic (2013)**

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



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

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

**NOTE(S)**

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

**HARPERS POINTE  
 TRAFFIC STUDY**

PREPARED BY: **TRAFFIC ENGINEERING SERVICES, INC.**

10/2013

**APPENDIX**

**FOUR HOUR SIGNAL WARRANT (REF. #2)**

**SKIDMORE & HALL CO, L.P.A.**

ATTORNEYS AT LAW  
748 NORTH COURT STREET  
MEDINA, OHIO 44256  
www.skidmoreandhall.com

LEE T. SKIDMORE  
ROBERT C. SKIDMORE  
CLAUDIA M. SKIDMORE

TELEPHONE 330-725-5936  
CLEVELAND 330-273-2943  
WADSWORTH 330-335-7404  
FAX 330-725-3145

L. THOMAS SKIDMORE  
(1932-1996)  
RONALD H. HALL  
(1933-1984)

March 27, 2015

Mr. Dave Betz  
City of Powell  
47 Hall Street  
Powell, Ohio 43137

Re: Letter of Intent to Pursue Public Access Road  
North Central Ohio Management Co.  
Newstart Community Church

Dear Mr. Betz:

The undersigned represents North Central Ohio Management Co. and Newstart Community Church, collectively referred to as the ("Owners"). This letter of intent is for and on behalf of the owners with regard to the desire of Arlington Homes ("Developer") to provide a public road to connect Beech Ridge Drive to Grace Drive to service the owners' property as well as the proposed Harper's Pointe Development.

Please be advised the Owners are interested and willing to inform the Planning Commission of their desire to enter into an agreement with the Developer and the City of Powell to accommodate this roadway in the near future.

The Owners' desire is contingent upon a satisfactory agreement with the City of Powell and the Developer that would protect the Owner from any costs or expenses of the proposed road while addresses the following concerns:

1. Whether the access road would become a dedicated street maintained by the City;
2. Whether the access road and location would be approved and accepted by the Owners member(s) and the present mortgage holder(s);
3. Whether the Owners, their tenants, customers and visitors would have access to the plaza at all times during its construction;
4. What effect the proposed road will have upon the owners including the future development of the vacant land; and
5. Whether the proposed development will negatively affect the acceptable uses of the current plaza.

EXHIBIT E-8

The Owners submit this letter as a non-binding intent. No party to this letter of intent shall be liable in an action for breach of contract, specific performance, damages, or otherwise.

It is the intent of the Owner to express their interest in working with the City of Powell and the Developer on the proposed access road while addressing and being satisfied with the conditions and concerns of the Owners.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Lee Skidmore".

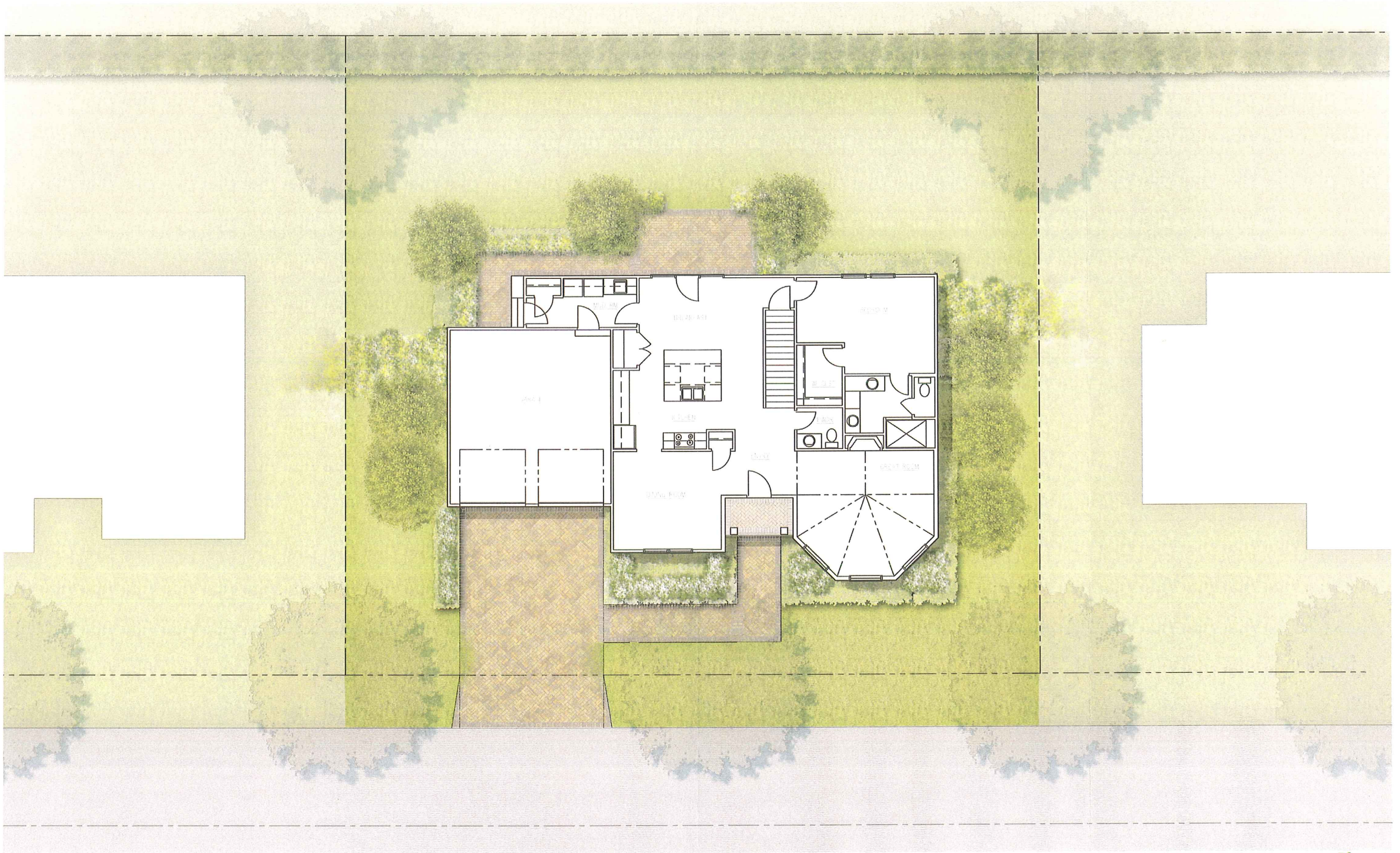
Lee Skidmore

/lts

cc: North Central Ohio Management Co.  
New Start Community Church

**Exhibit "F-1" - Architectural Elevations and Site Features**





Harpers Point, Home Type A, Plan





Harpers Point, Home Type A, Rendering





Harpers Point, Home Type B, Rendering



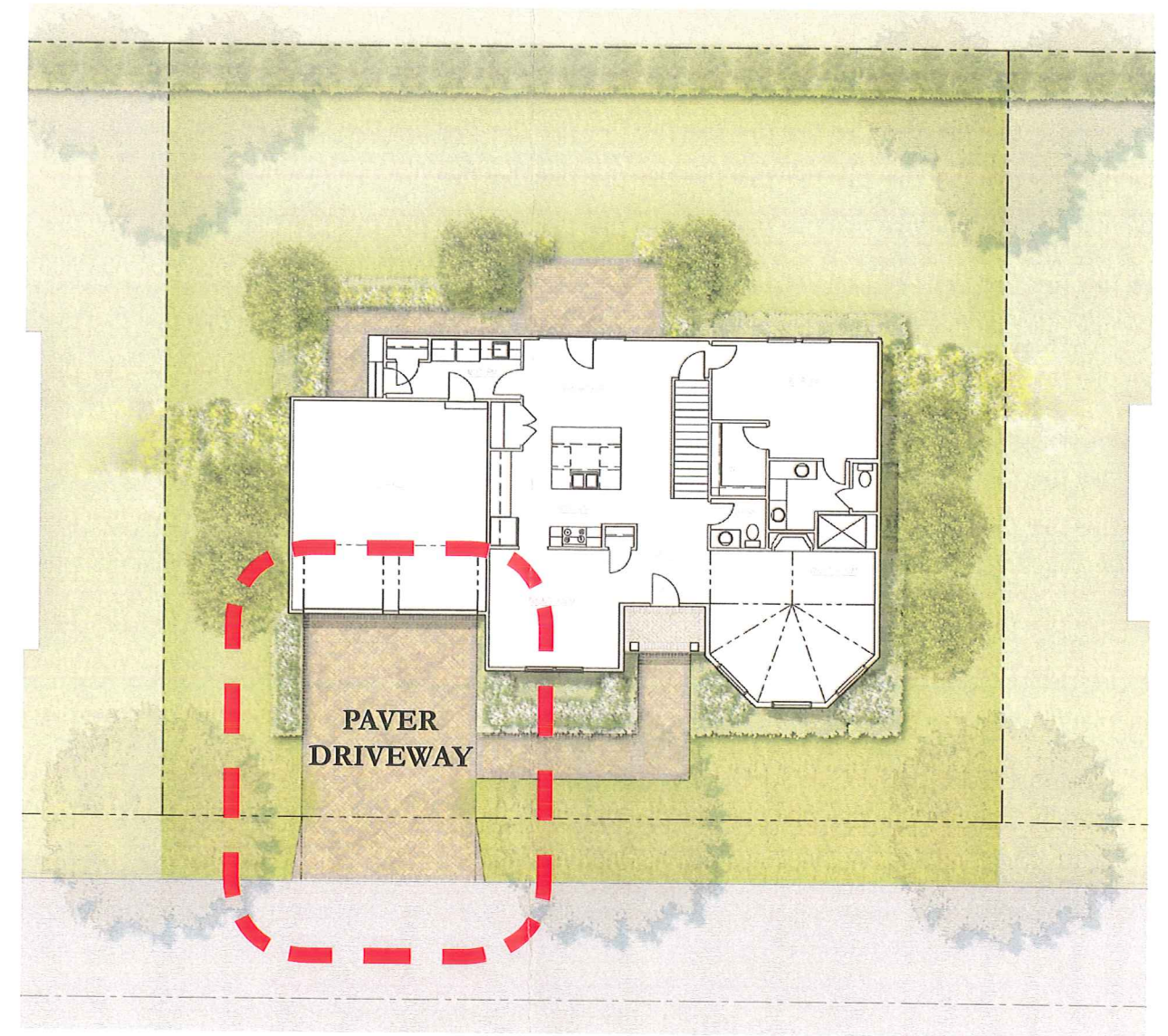


Harpers Point, Home Type C, Rendering

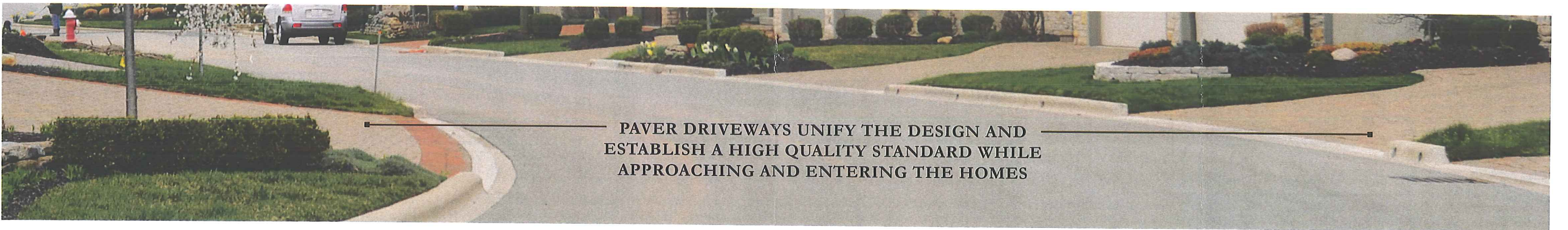




**PAVER DRIVEWAYS TO MATCH ARCHITECTURE  
(TYPICAL THROUGHOUT DEVELOPMENT)**

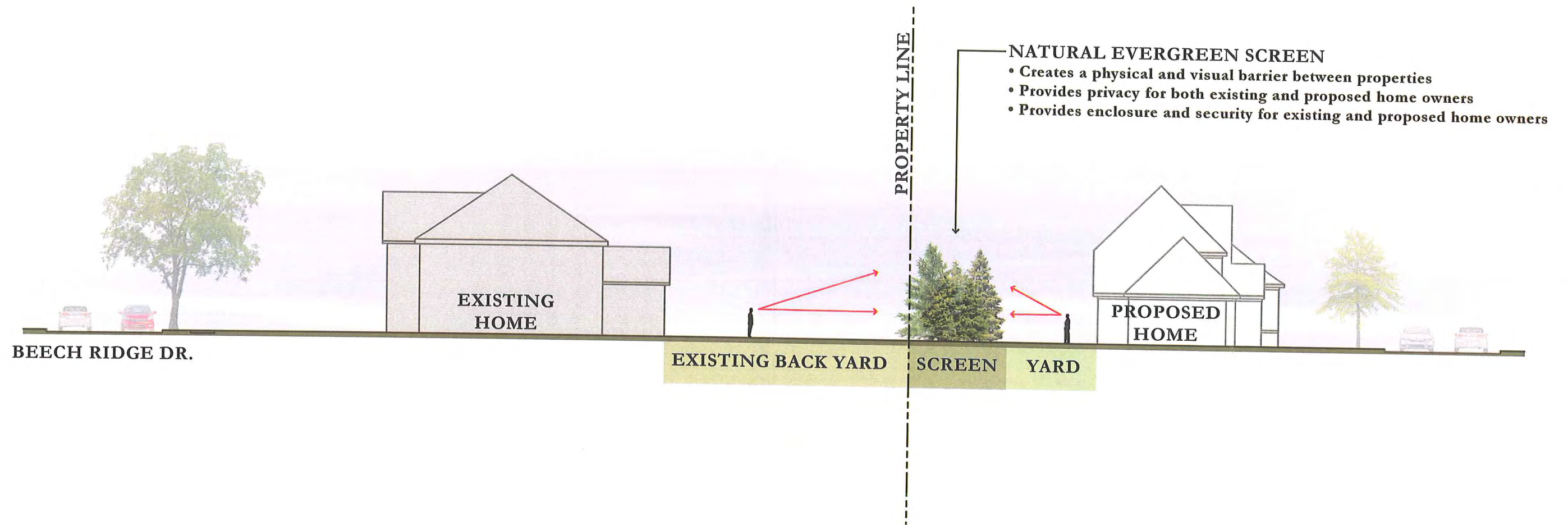


**Typical Unit Plan** (NOTE: landscape plan will vary based on home owner preference)



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





Harpers Point, Section: Vegetated Screen at Property Line





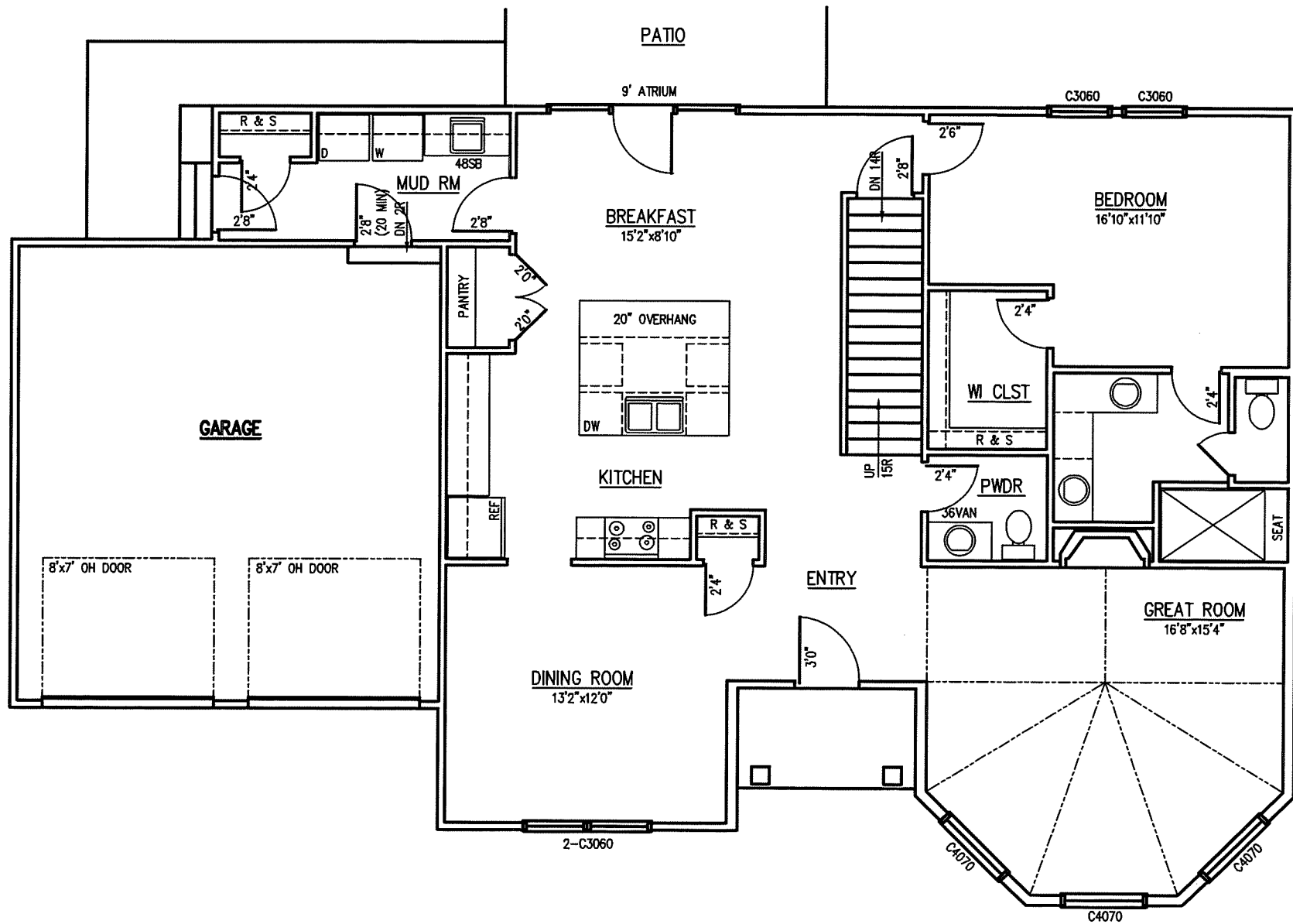
Harpers Point, Streetscape Rendering





Harpers Point, Streetscape - Beech Ridge Dr. Streetscape

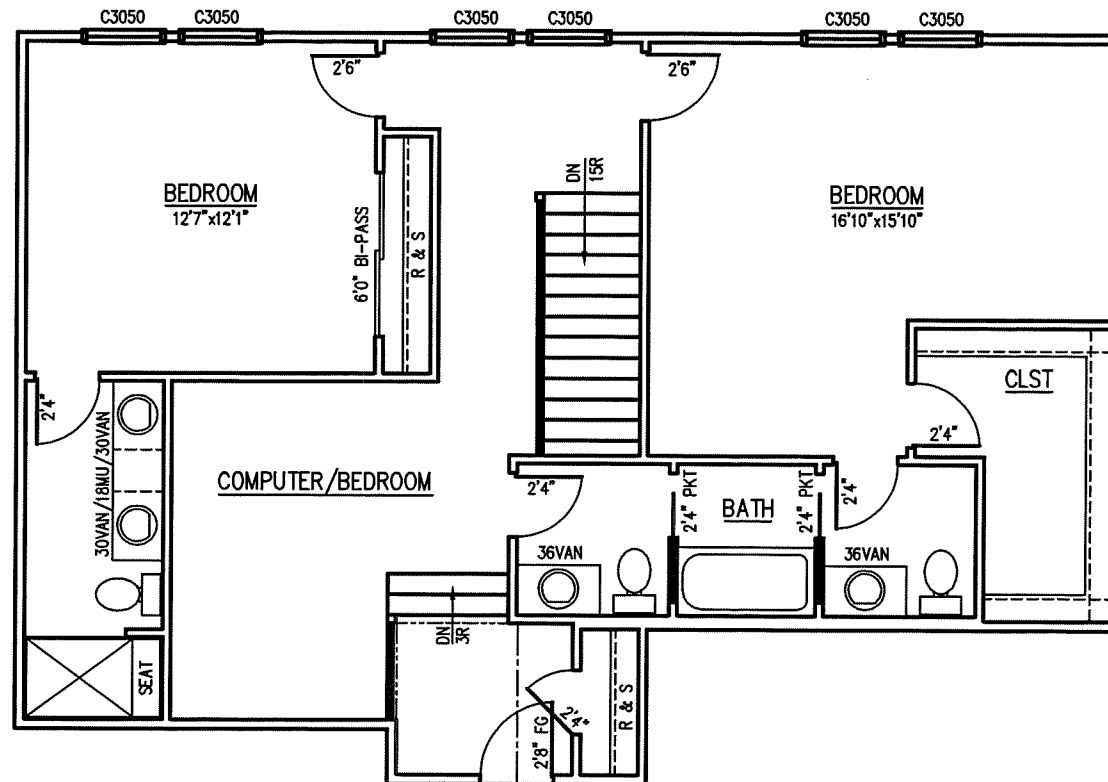




# FIRST FLOOR PLAN

- 1419 SF LIVING AREA

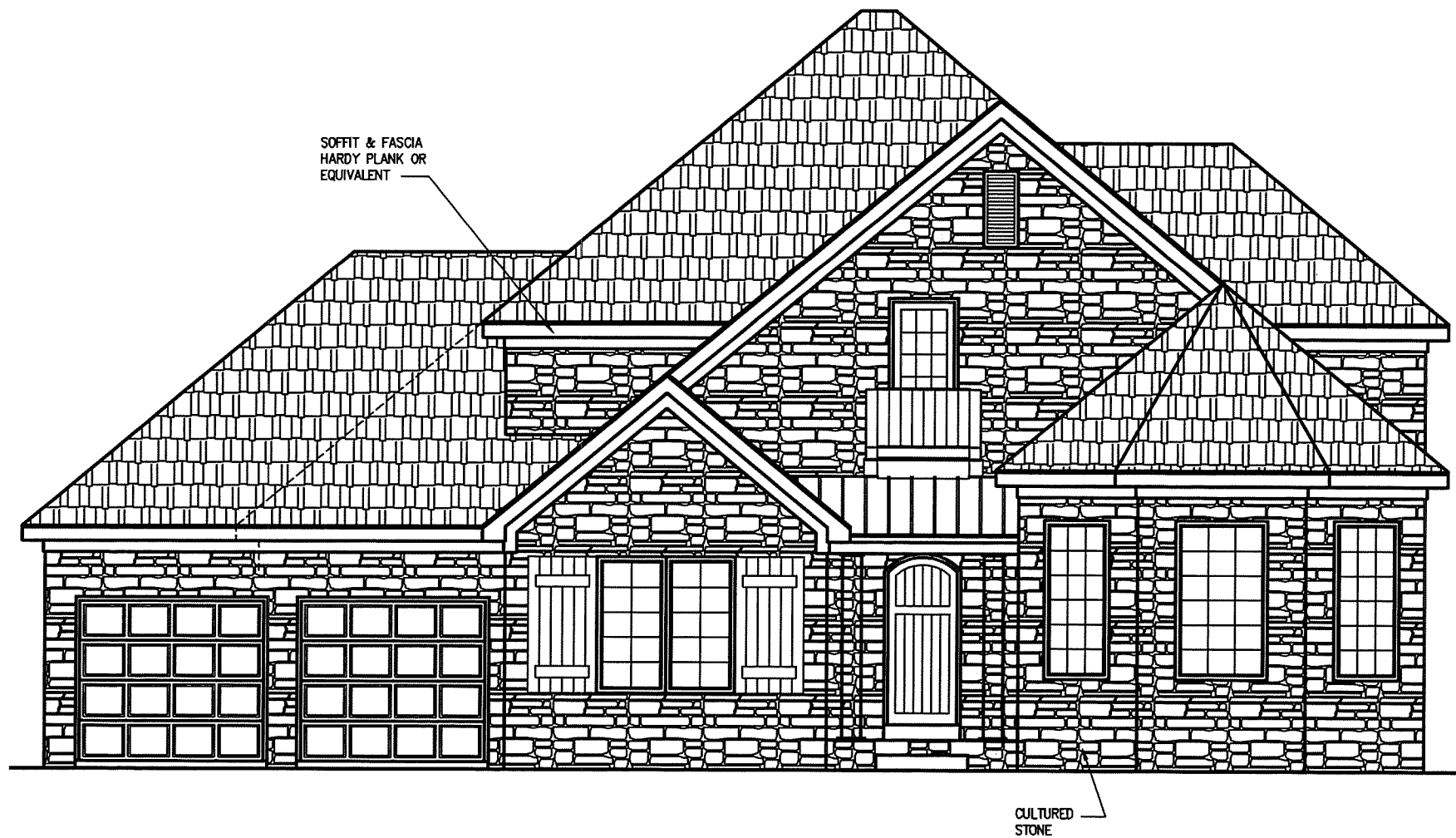
NTS



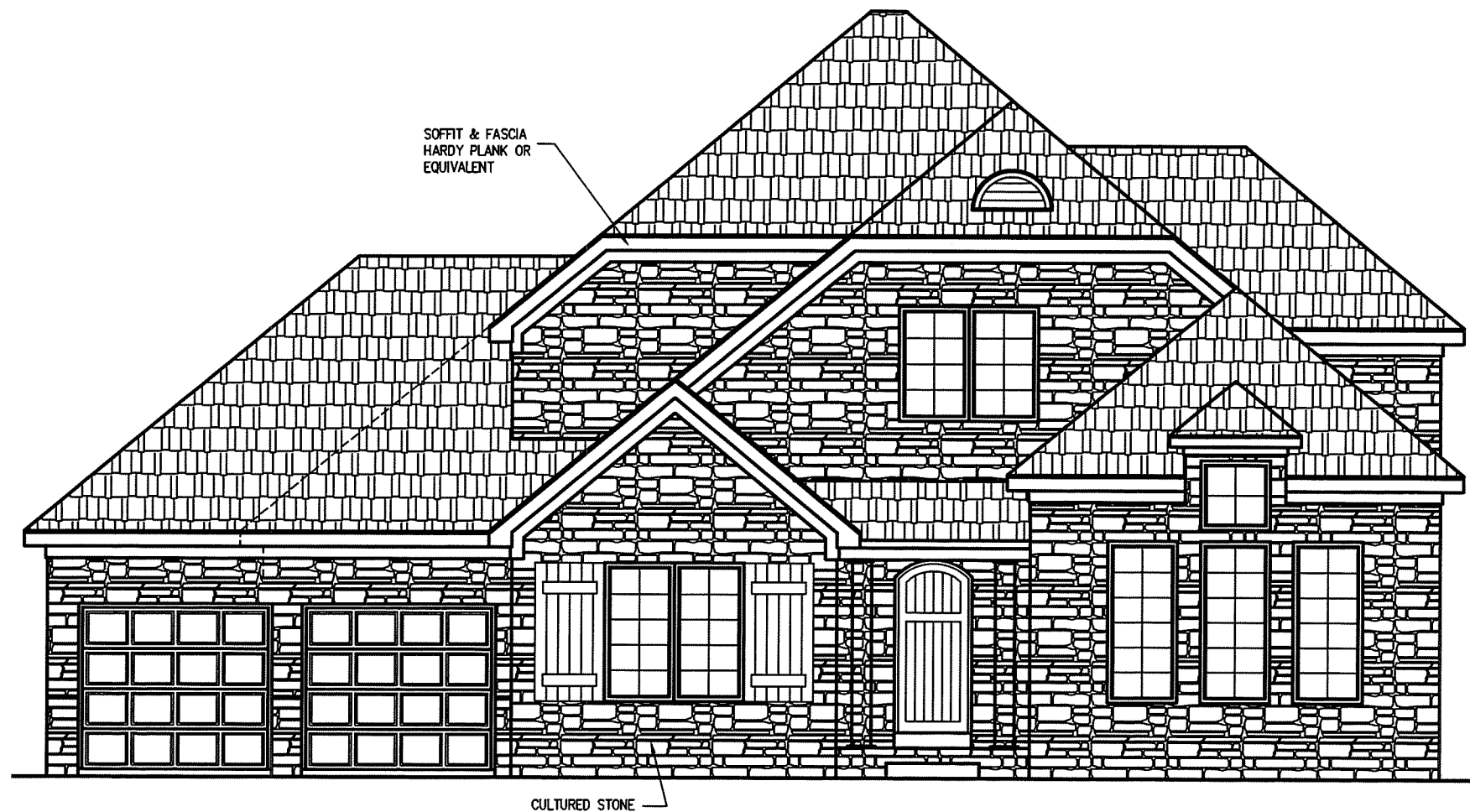
## SECOND FLOOR PLAN

NTS

- 908 SF LIVING AREA

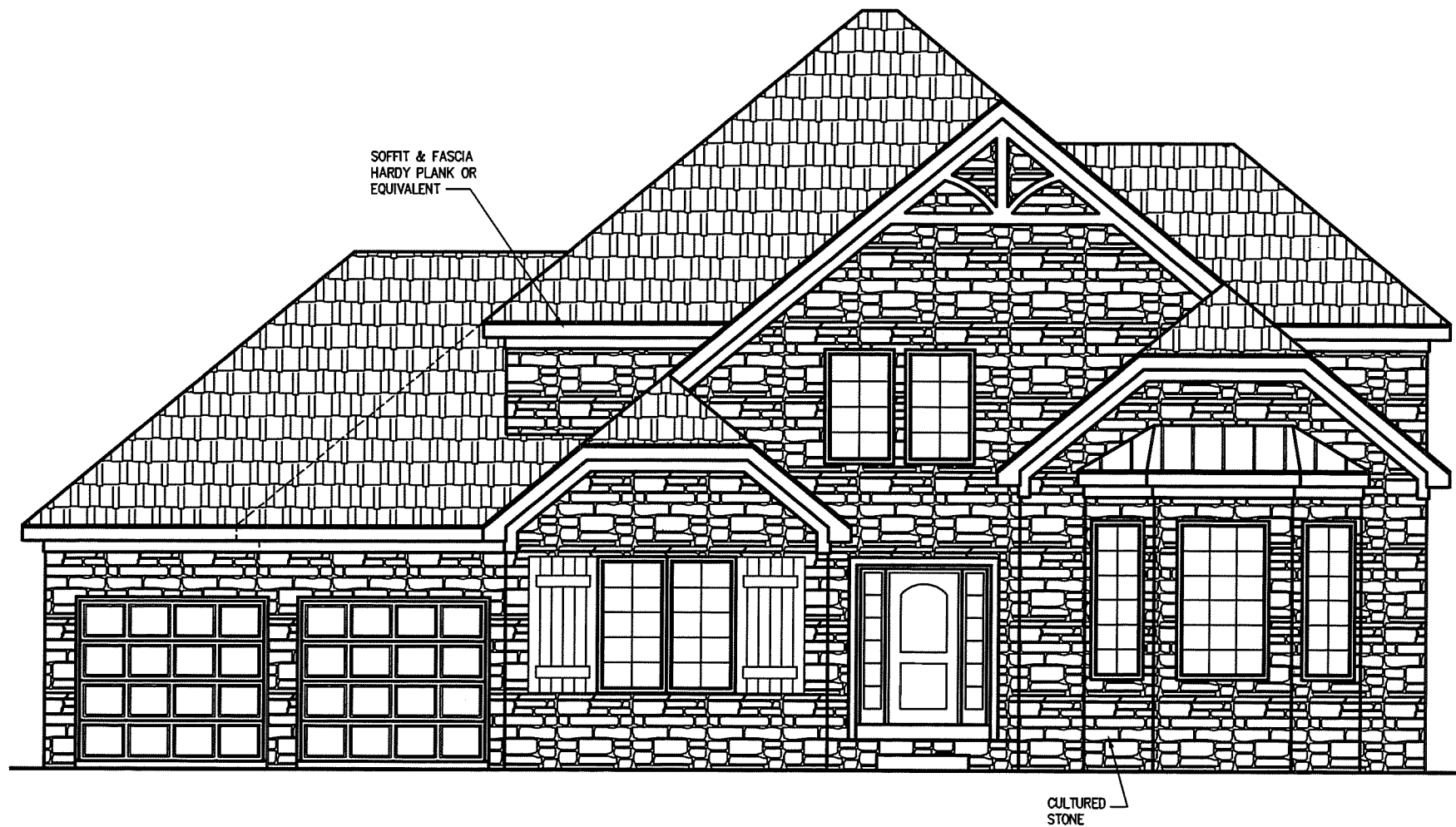


ELEVATION "A"



ELEVATION "B"

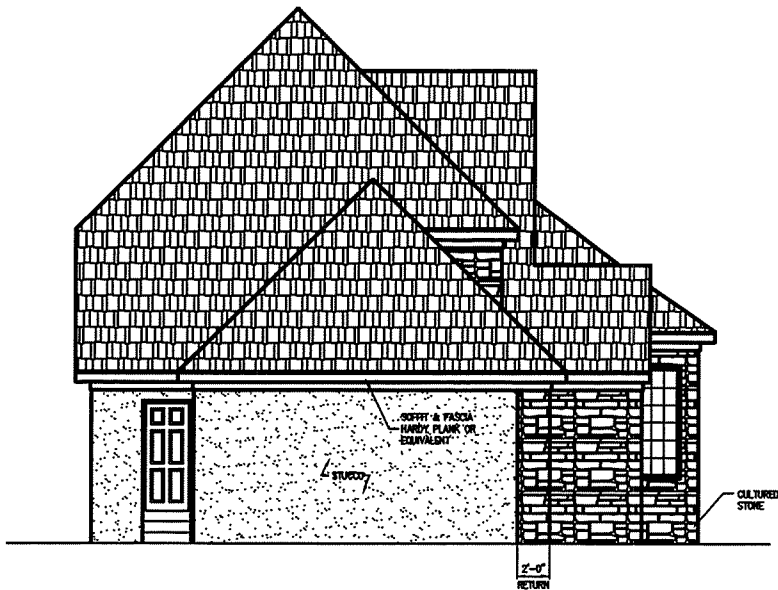




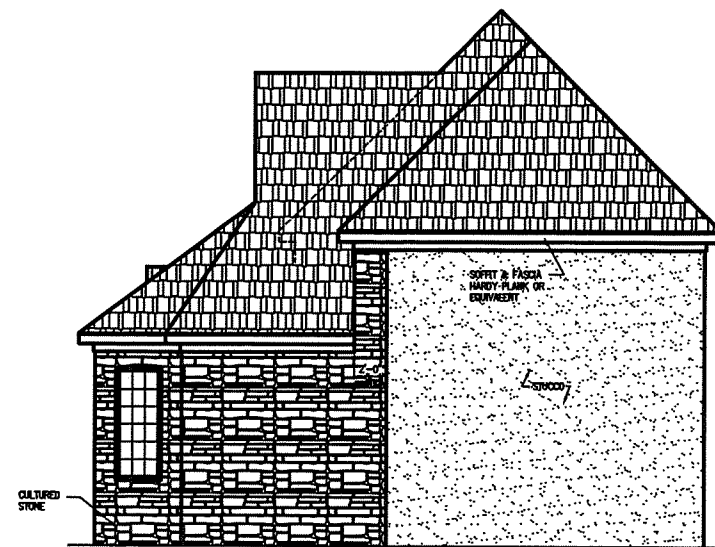
ELEVATION "C"



ELEVATION "D"



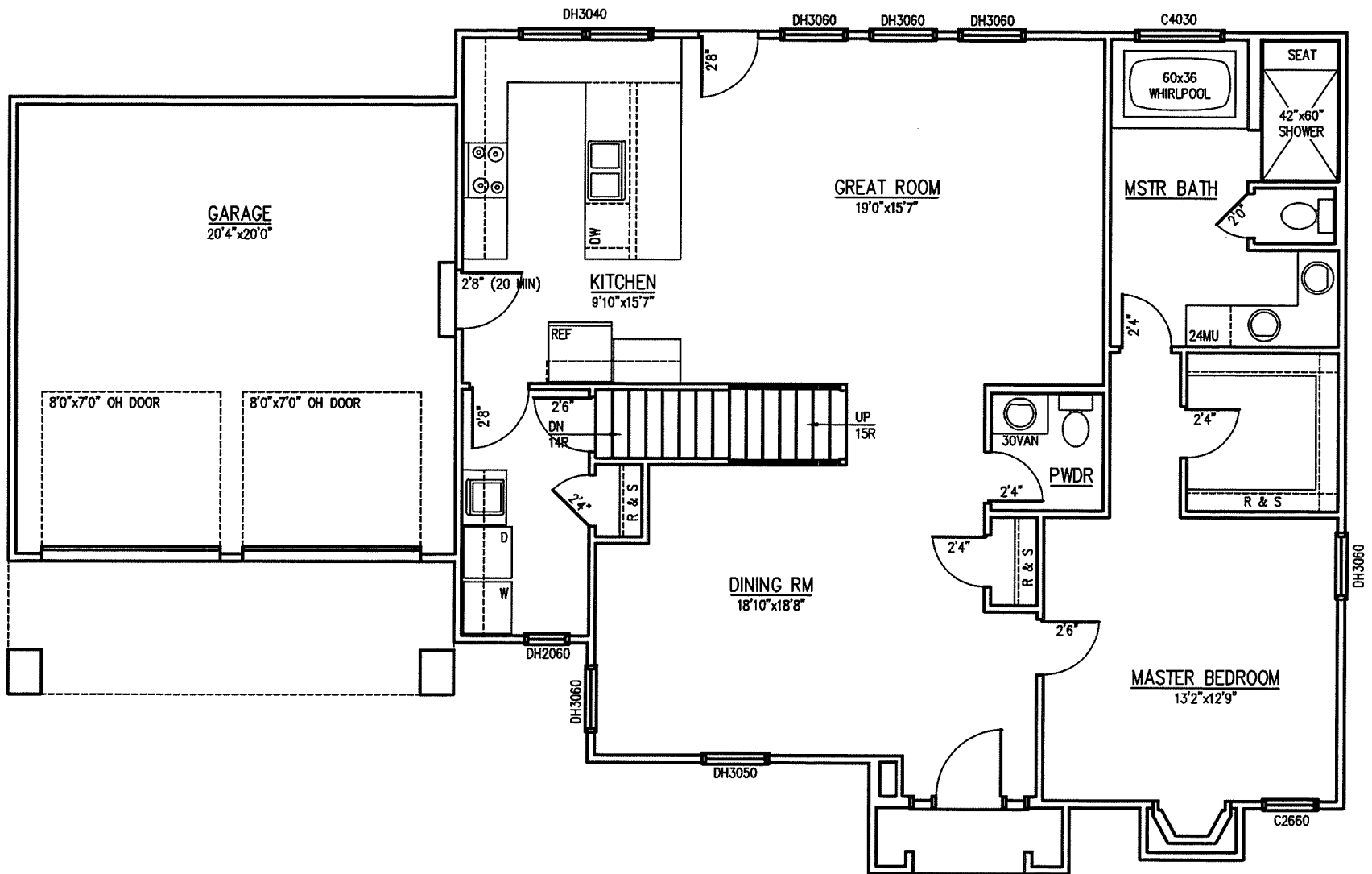
LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION



REAR ELEVATION

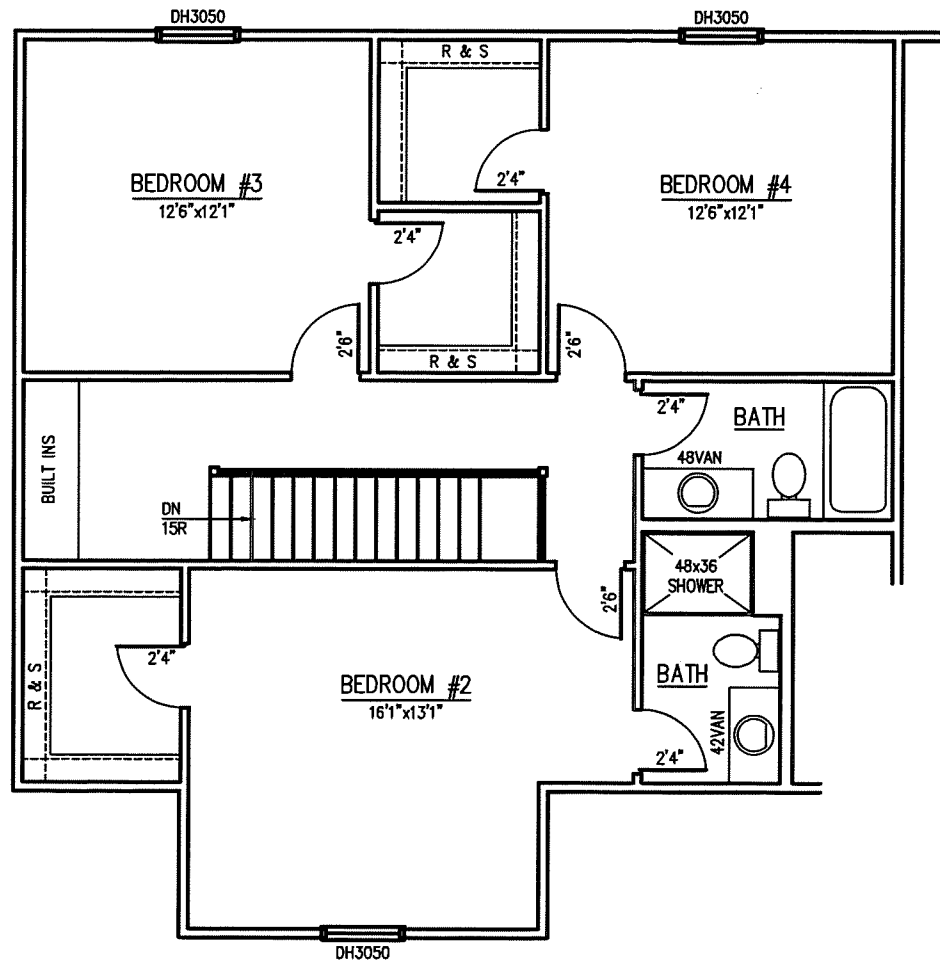


# FIRST FLOOR PLAN

NTS

- 1330 SF LIVING AREA

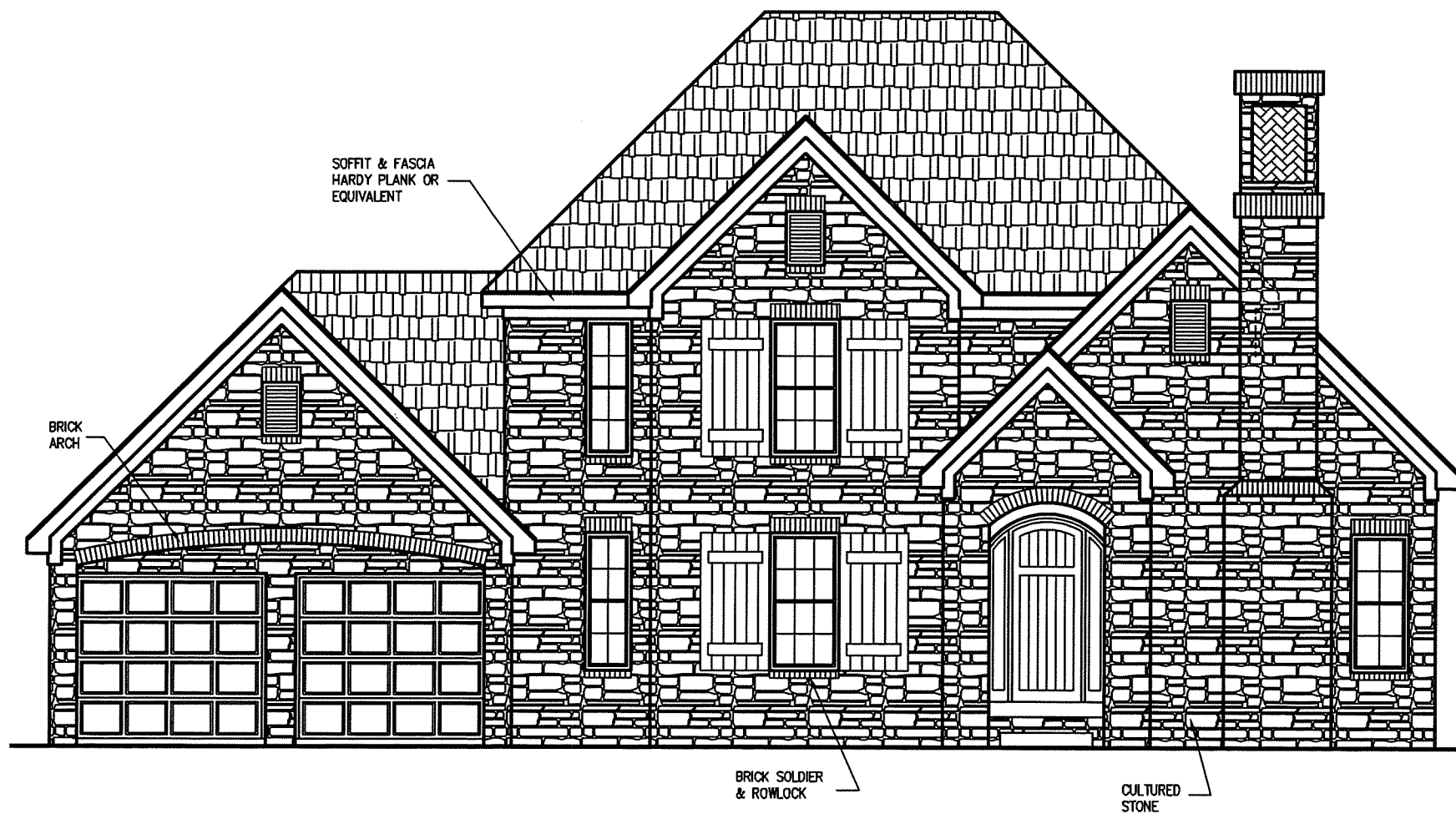




## SECOND FLOOR PLAN

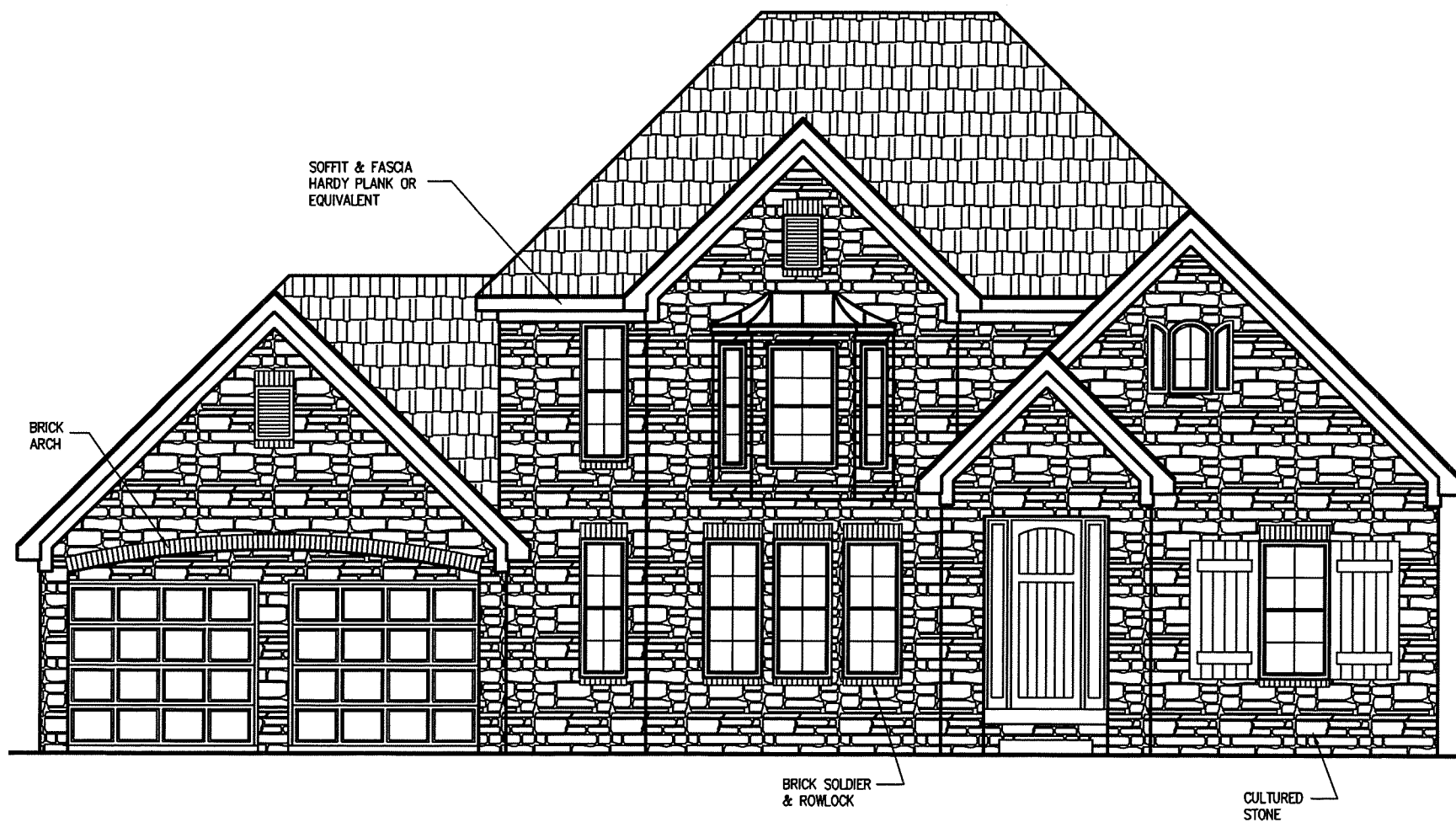
- 909 SF LIVING AREA

NTS

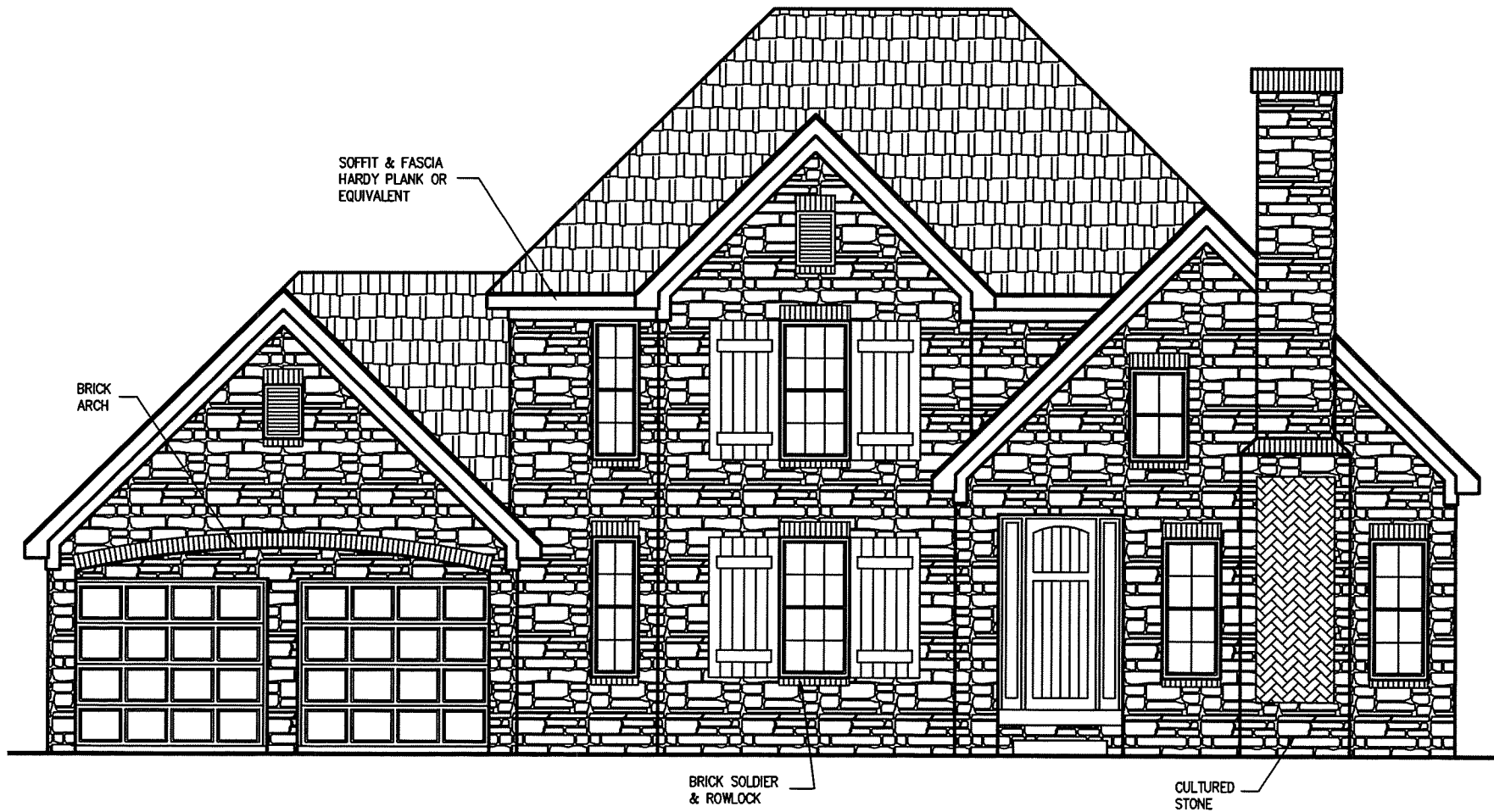


ELEVATION "A"



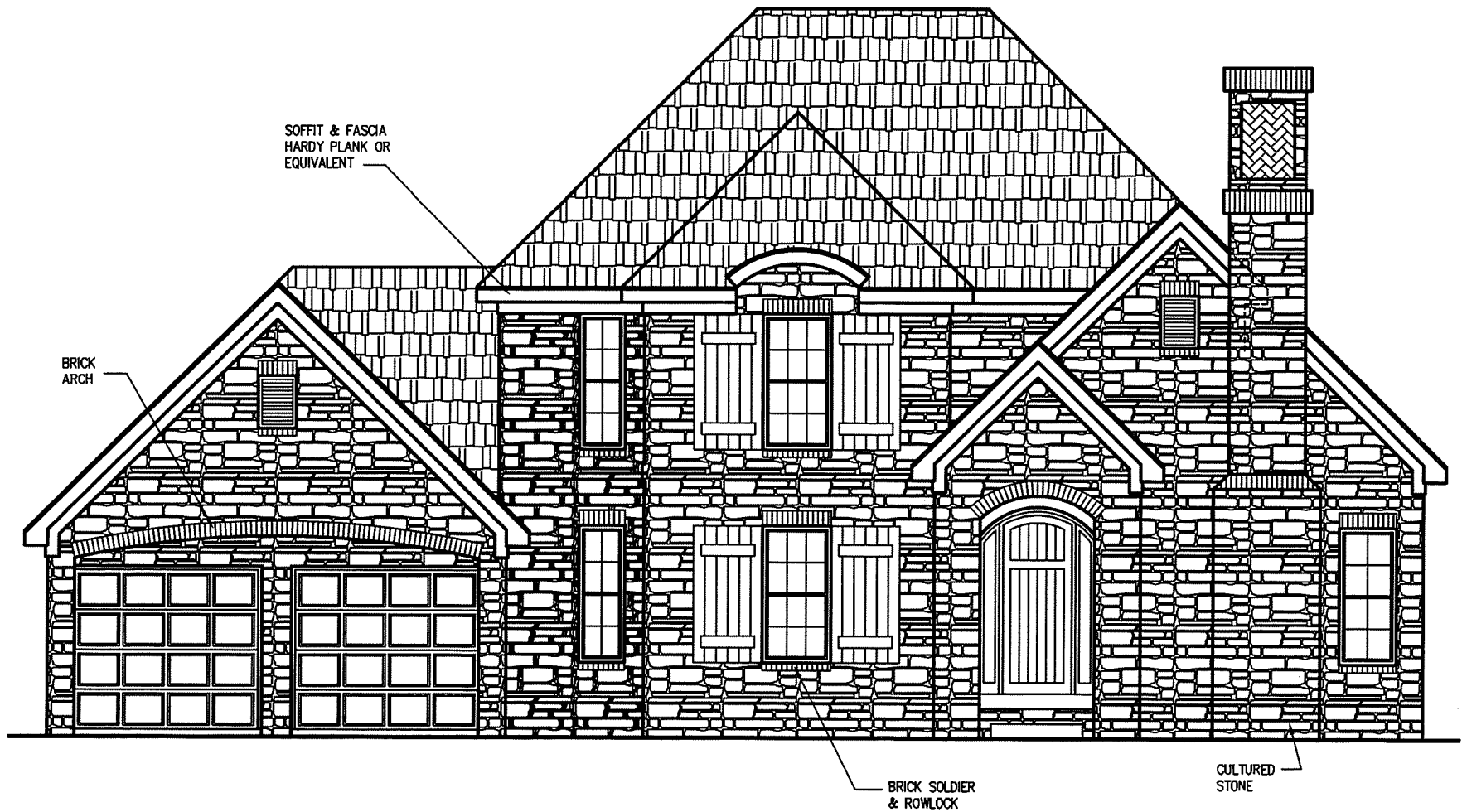


ELEVATION "B"

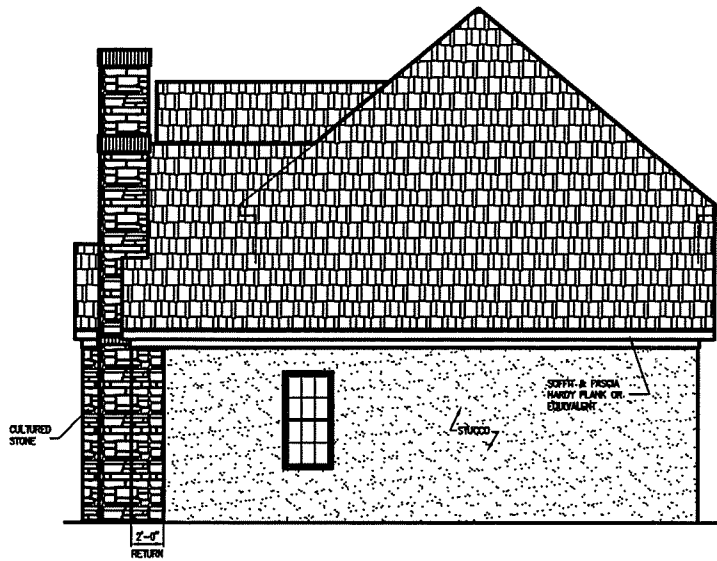


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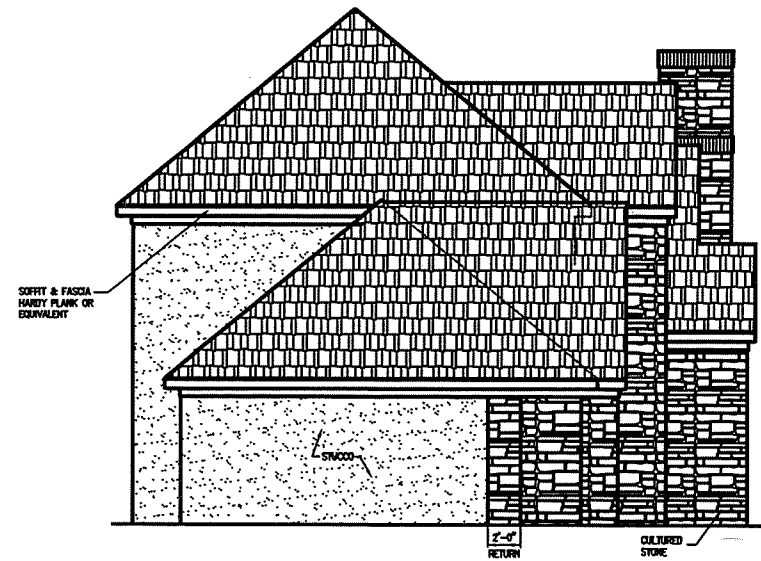




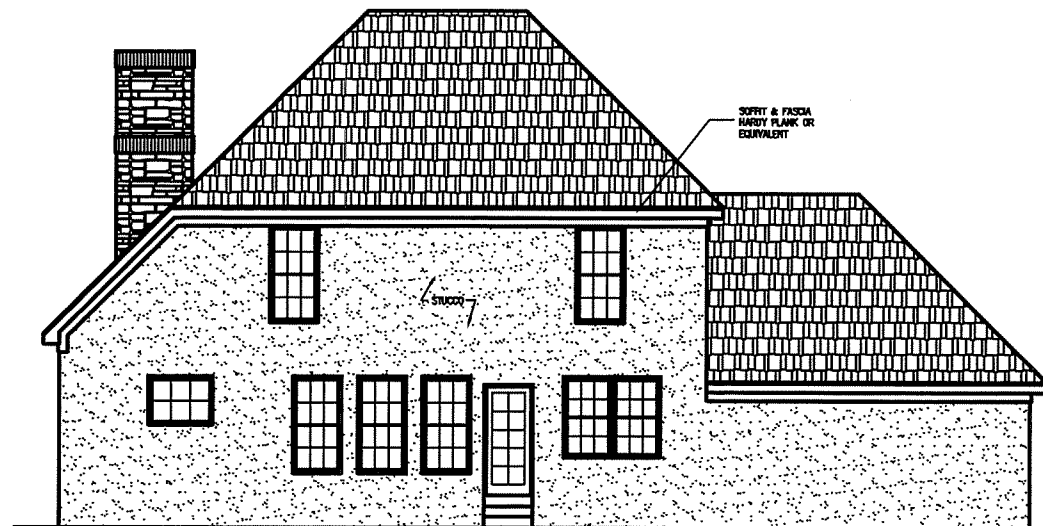
ELEVATION "D"



LEFT SIDE ELEVATION

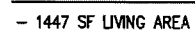


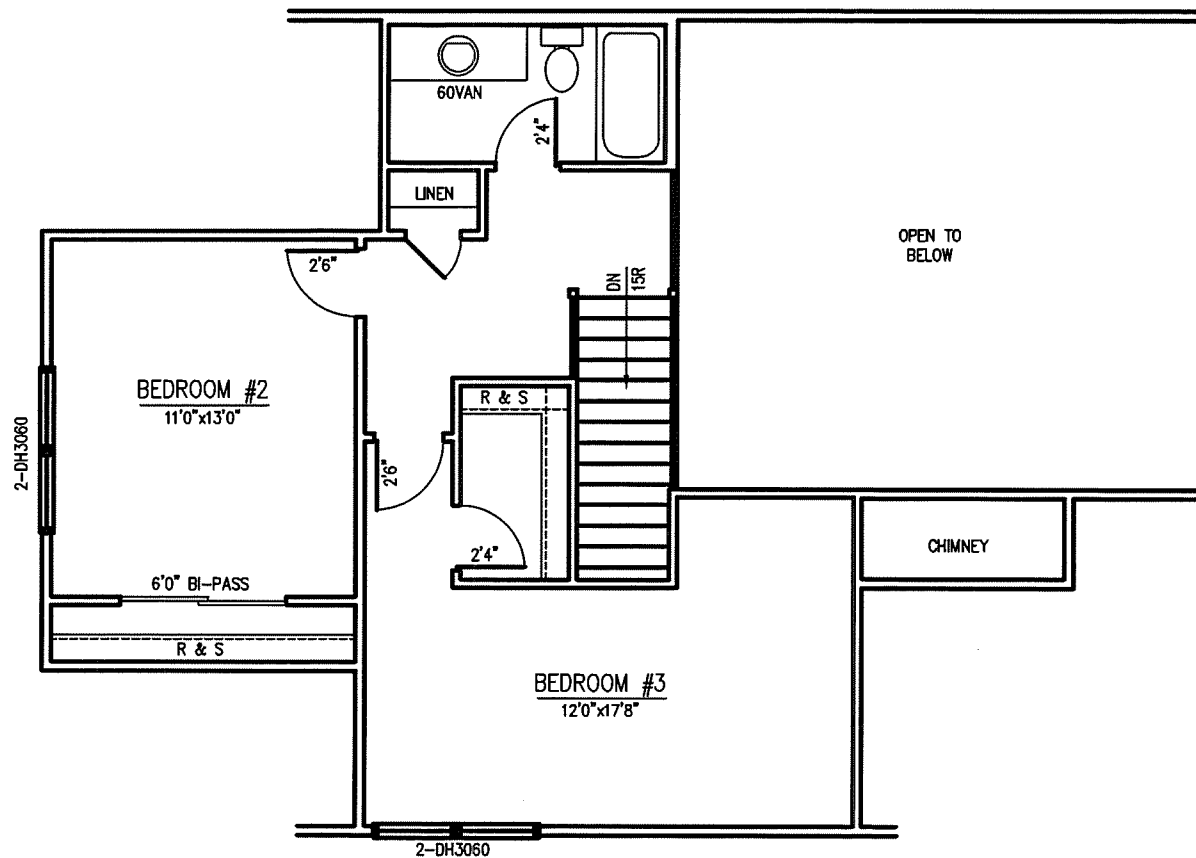
RIGHT SIDE ELEVATION



REAR ELEVATION





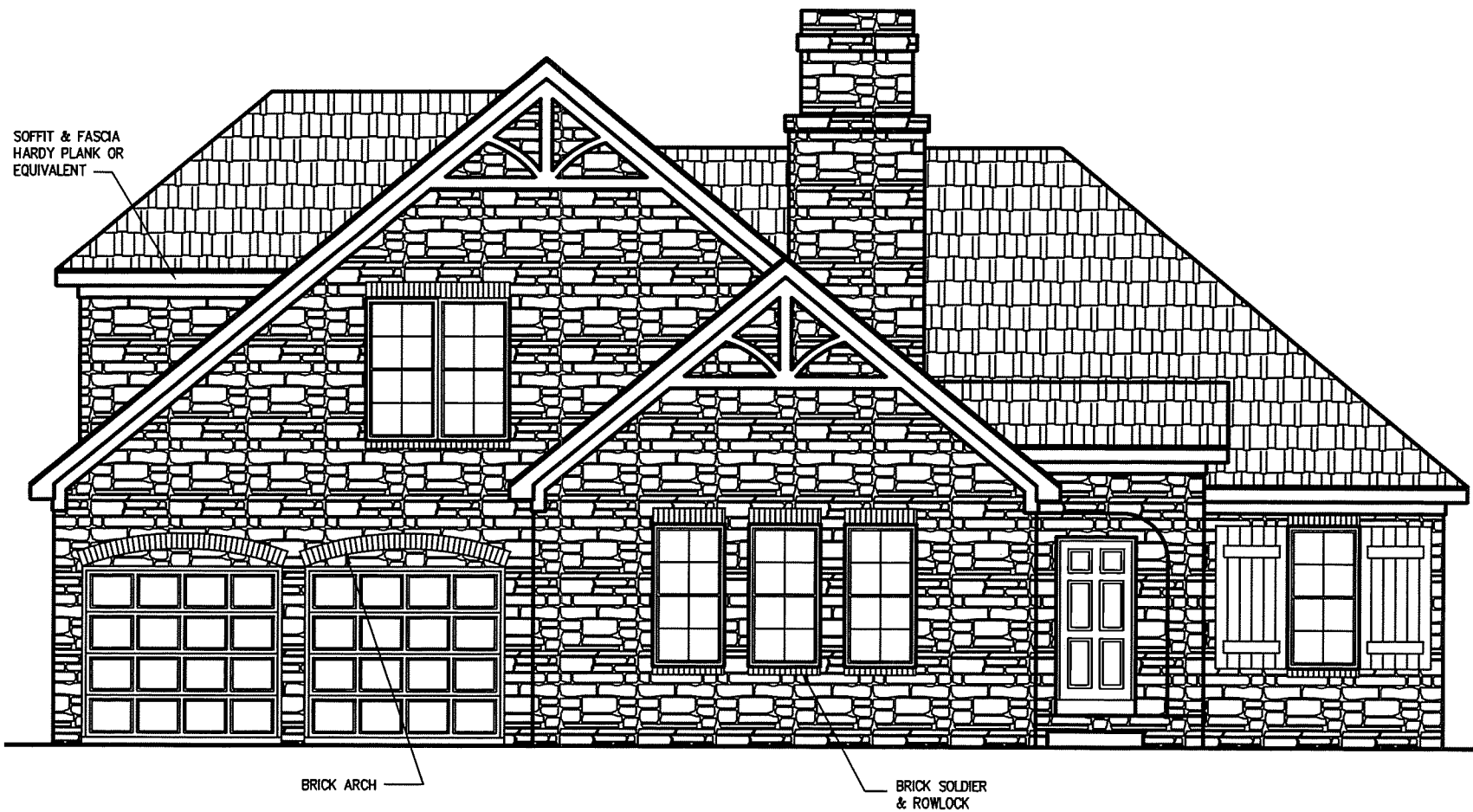


## SECOND FLOOR PLAN

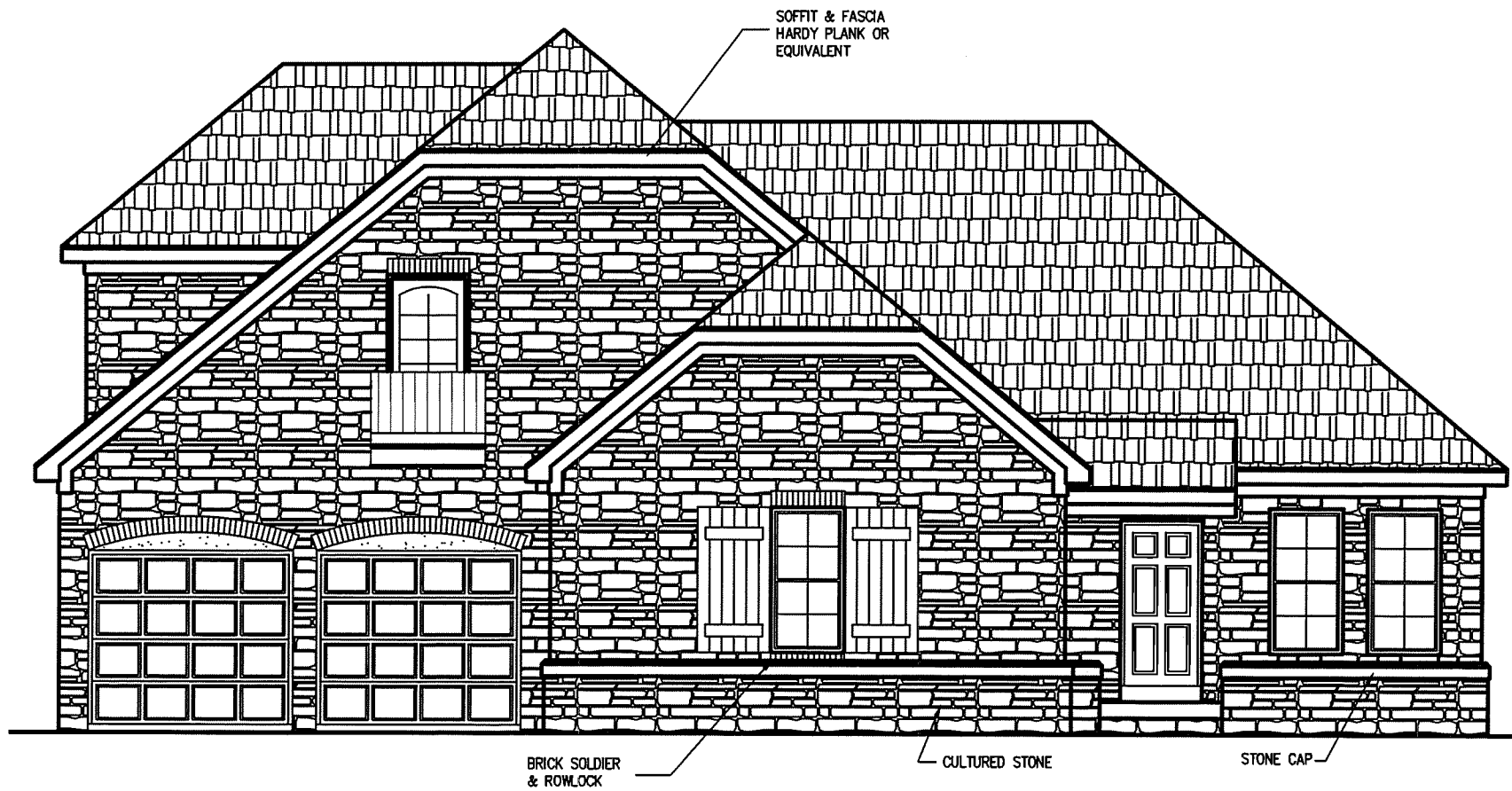
NTS

- 606 SF LIVING AREA





ELEVATION "A"

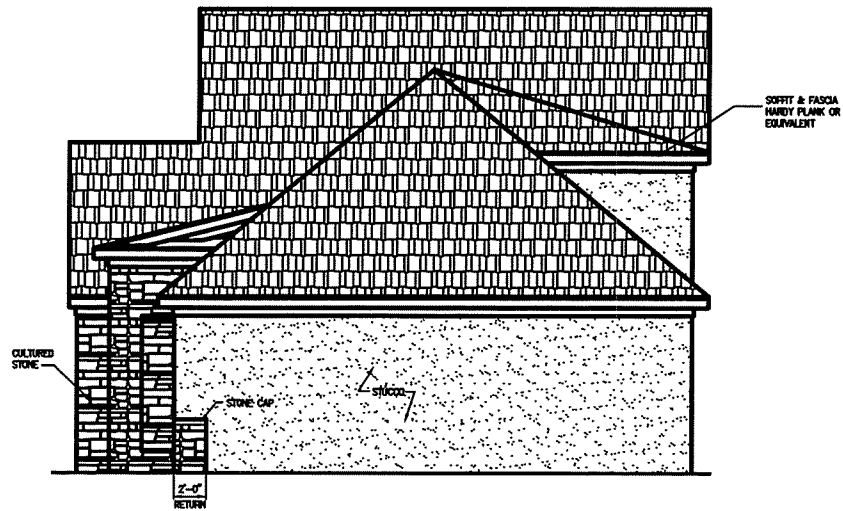


ELEVATION "B"

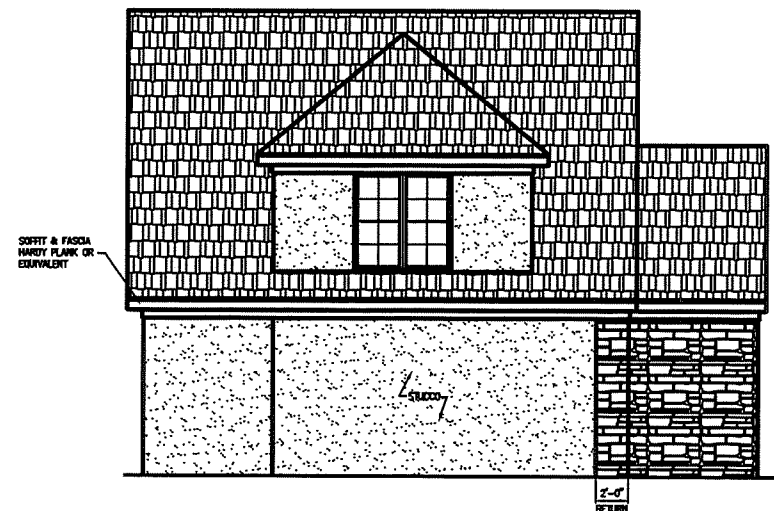




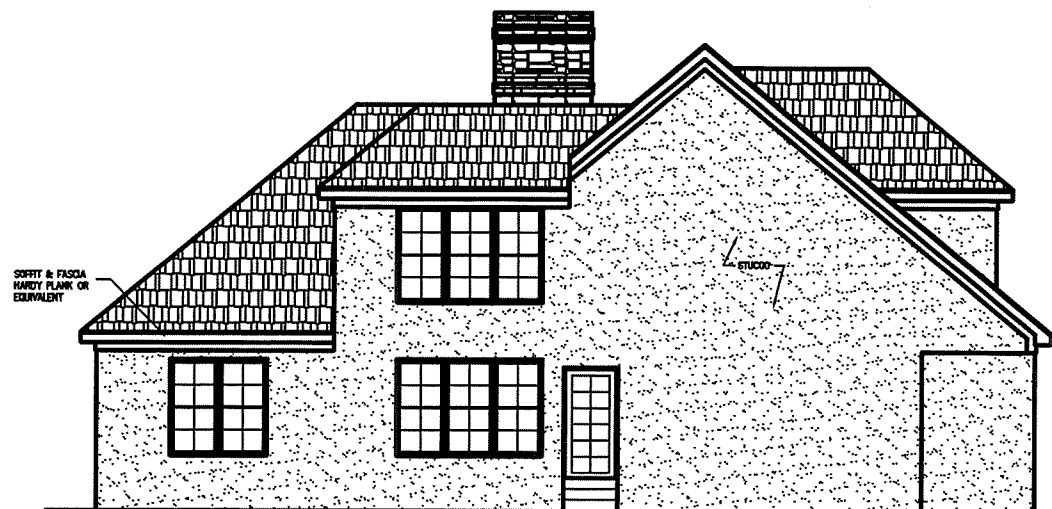
ELEVATION "C"



LEFT SIDE ELEVATION

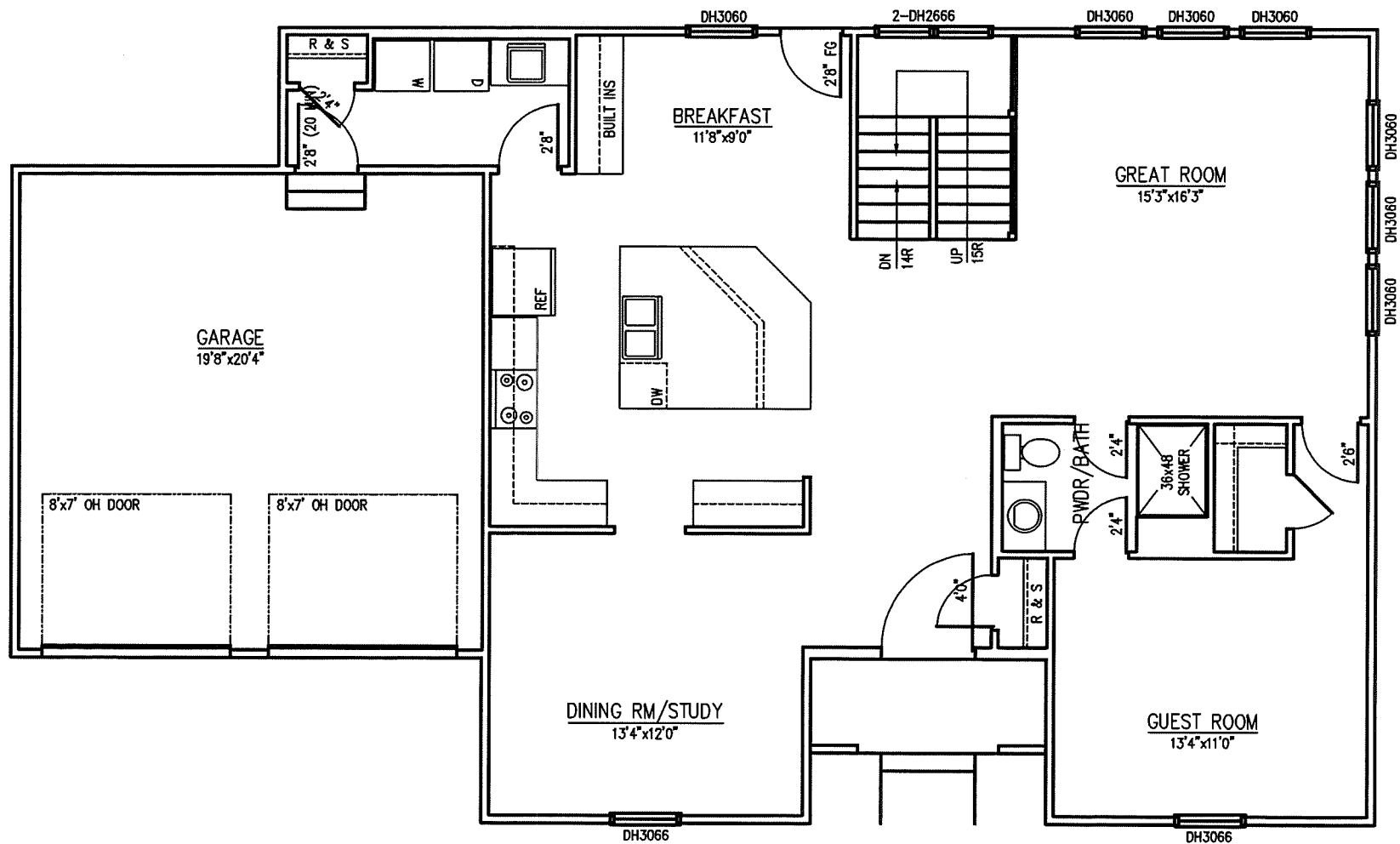


RIGHT SIDE ELEVATION



REAR ELEVATION

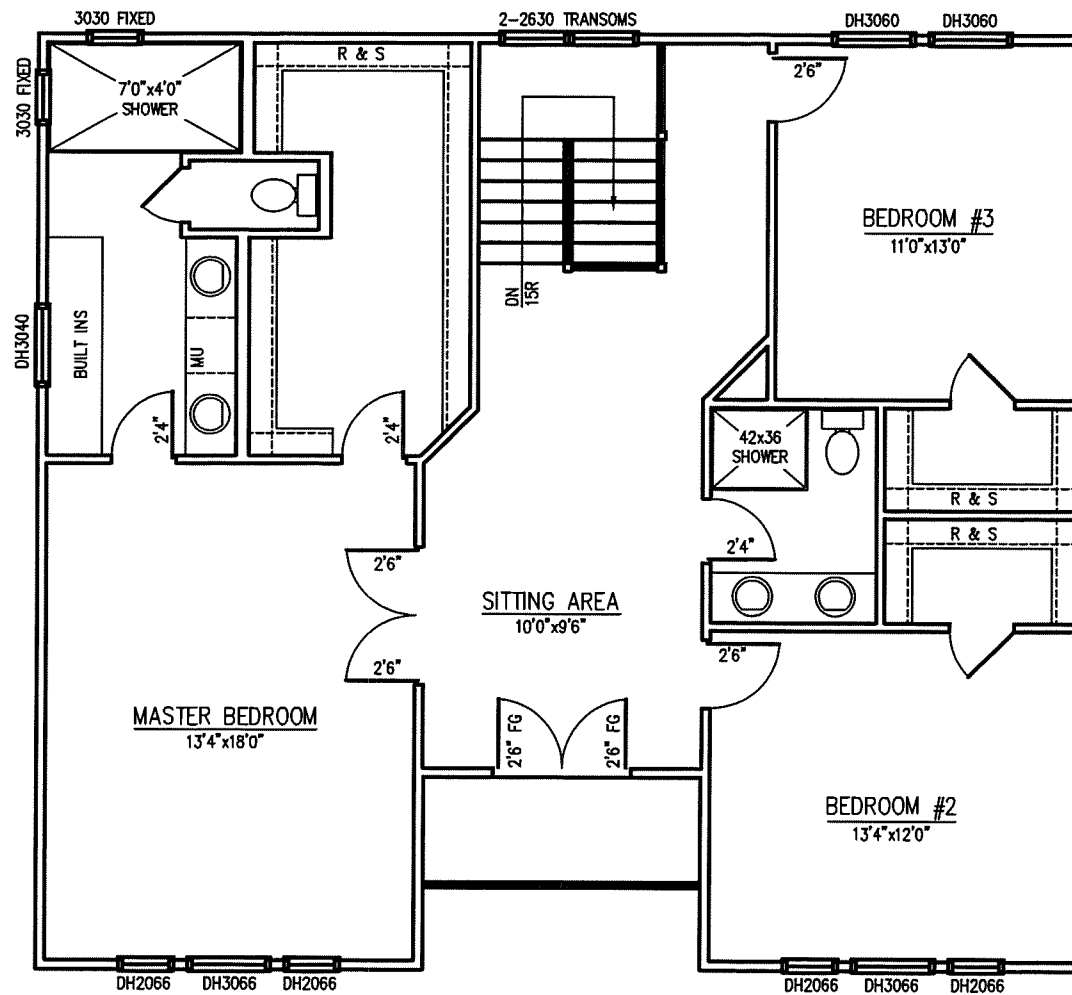




# FIRST FLOOR PLAN

NTS

- 1180 SF LIVING AREA



## SECOND FLOOR PLAN

- 1222 SF LIVING AREA

NTS





ELEVATION "A"

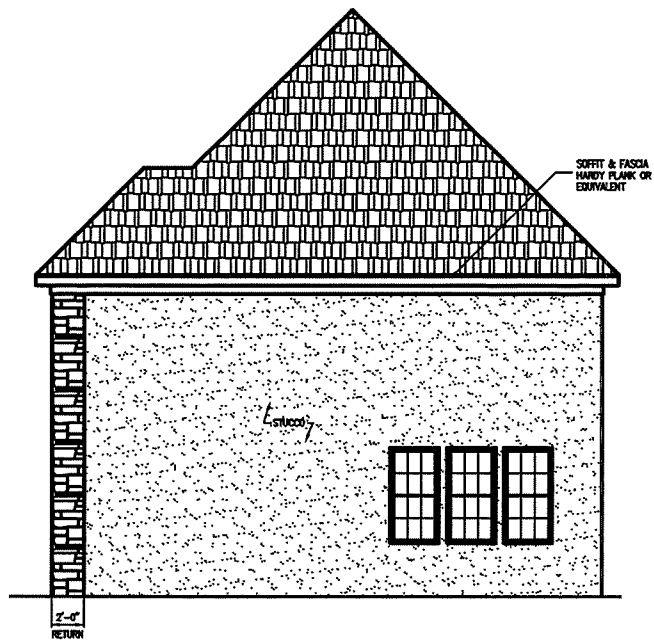


ELEVATION "B"

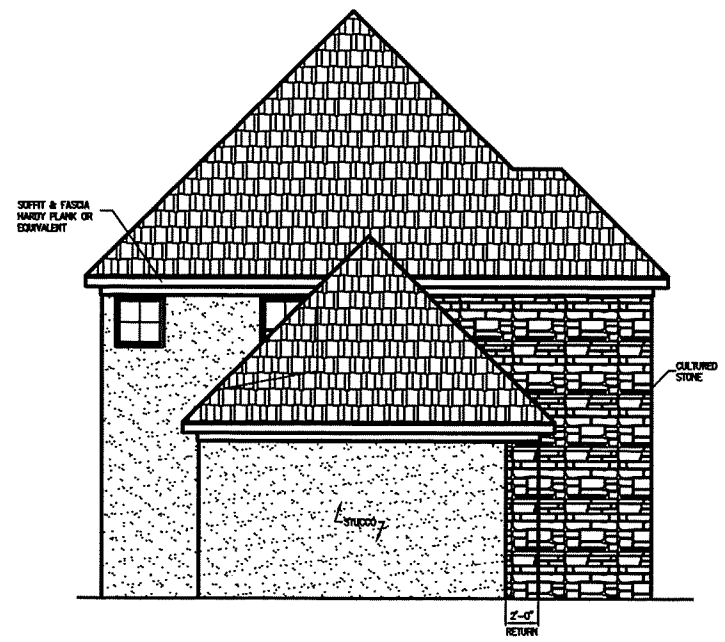




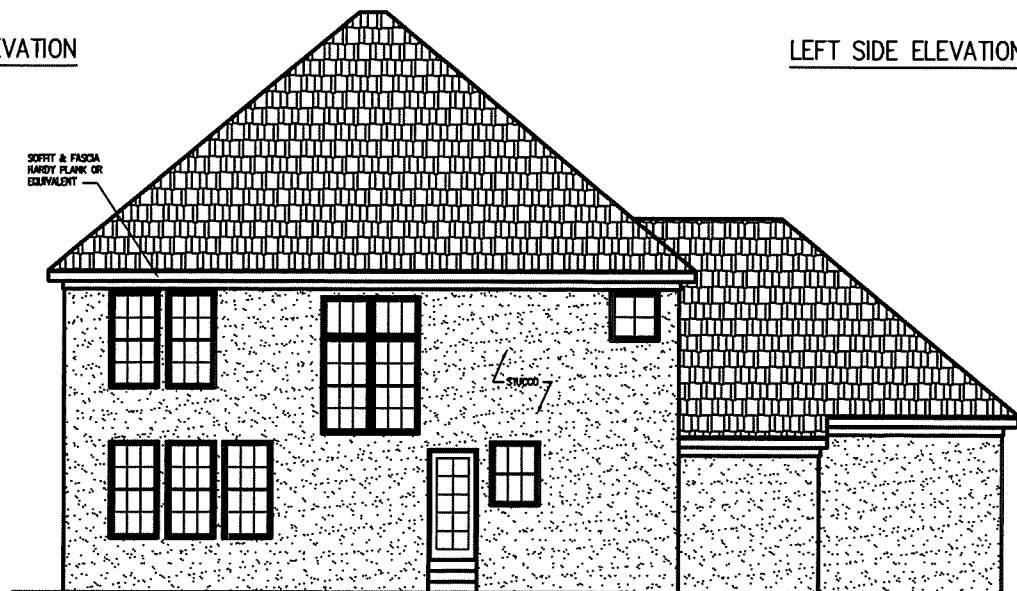
ELEVATION "C"



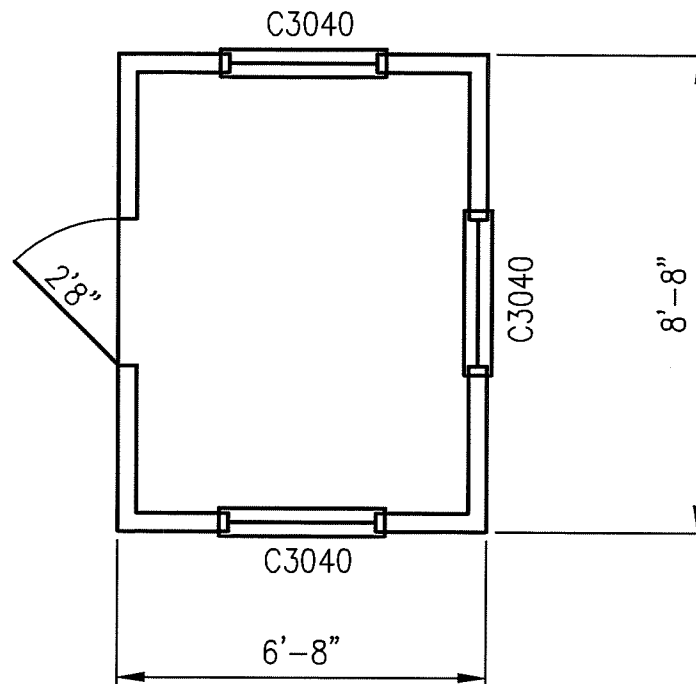
RIGHT SIDE ELEVATION



LEFT SIDE ELEVATION



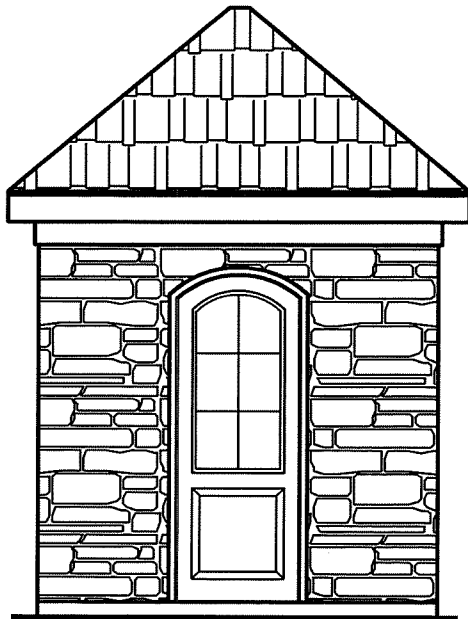
REAR ELEVATION



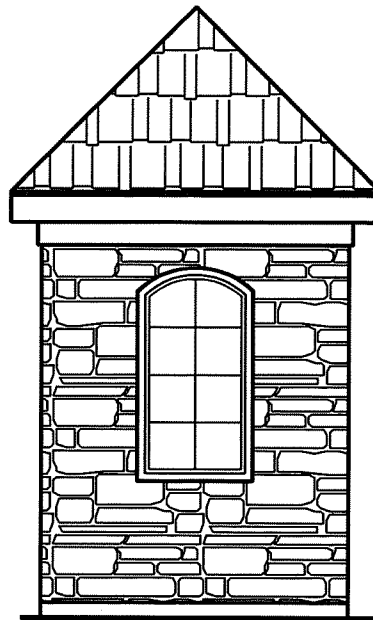
ENTRY BUILDING PLAN

NTS

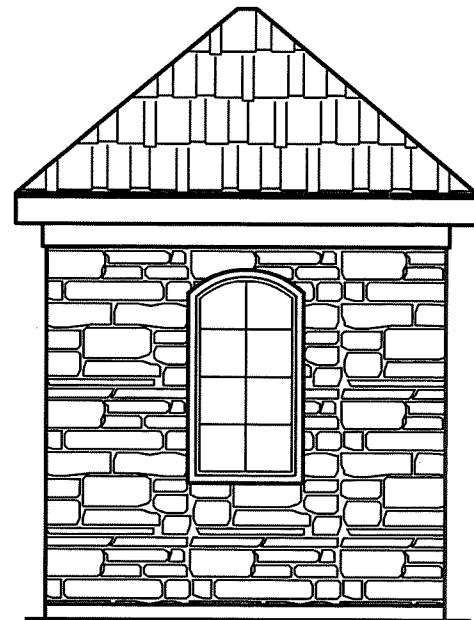




LEFT SIDE ELEVATION



FRONT/REAR ELEVATION



RIGHT SIDE ELEVATION

## Conceptual Site Features

### Potential Pavement Materials

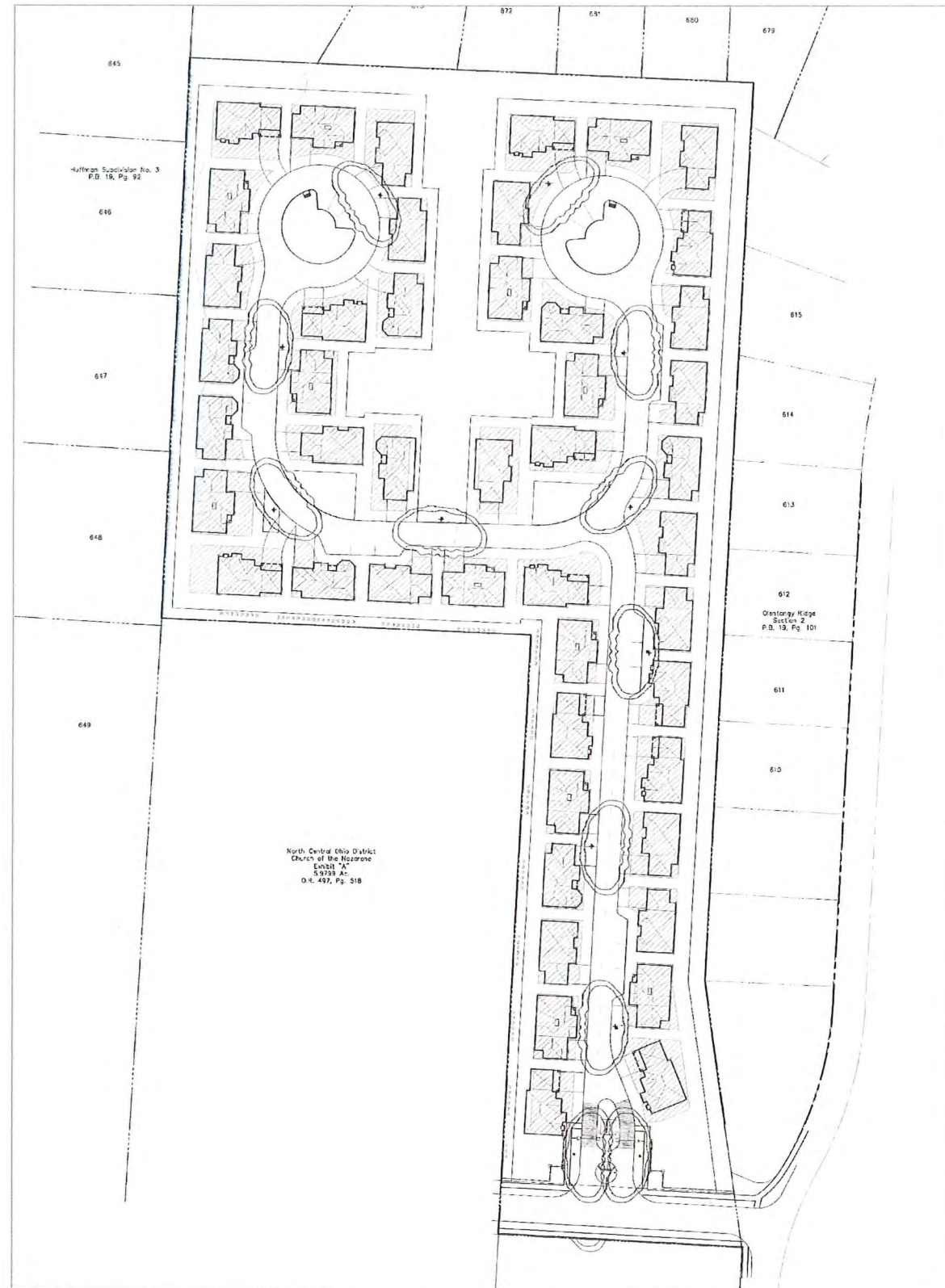


### Potential Mailbox Kiosk



**Exhibit "G-1" – Lighting Plan and Fixture Cuts**

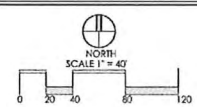




Lighting Systems  
Of Columbus, Inc.



HARPER'S POINTE



#	Date	Comments
Revisions		

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

Project\_1



## DECORATIVE LAMP POST

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

SMOOTH STRAIGHT 4 INCH DIAMETER POLE SHAFT

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

### Ordering Information

SAMPLE CATALOG NUMBER LOGIC

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

#### B ABOVE GRADE HEIGHT

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

#### C INSTALLATION METHOD

Cat No.	Description
DE	Direct Embedded
AB	Anchor Base

#### D COLOR

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

#### E TENON O.D. (OUTSIDE DIAMETER)

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

#### F TENON HEIGHT

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

• For other tenon sizes contact the factory.

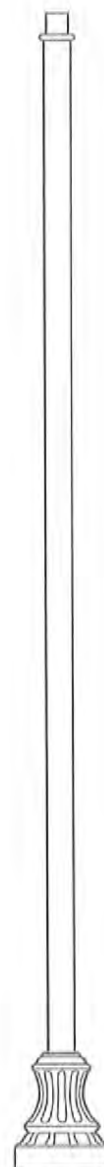
#### G OPTIONS

Cat No.	Description
R1	Single receptacle and housing with spring loaded cover. Molded in dark grey color. Standard location is 12"/305mm below the top of the pole.
RC	Receptacle housing and a NEC approved cover. GFCI receptacle by others. Standard location is 12"/305mm below the top of the pole.

• Other accessories are shown on the Accessories specification sheet.

ABOVE GRADE  
HEIGHT

12' MODEL  
SHOWN



HEIGHT: 15"/380MM

BASE DIAMETER: 12"/305MM



# Providence® Medium with HID Optic– PROV

TYPE

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

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

PROV (HID)



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

## 1. LUMINAIRE

- ☐ PROV Providence medium housing scale

## 2. REFLECTOR

HID (Flat tempered clear glass lens)

Horizontal Reflector

Vertical Reflector

☐ H2 (Type 2)

☐ V3 (Type 3)

☐ H3 (Type 3)

☐ V5 (Type 5)

☐ H4 (Type 4)

☐ H5 (Type 5)

Indirect

☐ INDA (Asymmetric)

☐ INDS (Symmetric)

## 3. LAMP/BALLAST

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

☐ CF

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

Medium base, ED-17 lamp

☐ 50MH

☐ 70MH

☐ 100MH

G12 base, T-6 ceramic lamp

☐ 70MHT6

ELECTRONIC METAL HALIDE (120 thru 277 volt)

Medium base, ED-17 lamp

☐ 50MHEB

☐ 70MHEB

☐ 150MHEB

G12 base, T-6 ceramic lamp

☐ 70MHT6EB

☐ 150MHT6EB

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

Medium base, ED-17 lamp

☐ 150PSMH

☐ 175PSMH (Vertical reflector only)

G12 base, T-6 ceramic lamp

☐ 150PSMHT6

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

Medium base, ED-17 lamp

☐ 70HPS

☐ 100HPS

☐ 150HPS

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

## 4. COLOR

☐ AWT (Arctic White)

☐ BLK (Black)

☐ MTB (Matte Black)

☐ DGN (Dark Green)

☐ DBZ (Dark Bronze)

☐ WRZ (Weathered Bronze)

☐ BRM (Metallic Bronze)

☐ VBL (Verde Blue)

☐ CRT (Corten)

☐ MAL (Matte Aluminum)

☐ MDG (Medium Grey)

☐ ATG (Antique Green)

☐ LGY (Light Grey)

☐ RAL/PREMIUM

COLOR (Provide RAL)

☐ CUSTOM COLOR  
(Provide color chip for matching)

## 5. OPTIONS

☐ SPK (Decorative spike)

☐ PFN (Finial painted brass)

☐ BPS (Struts painted brass)

☐ PCA-T (Rotatable photocell)

☐ HSS (House side shield, not available for Type 5. Factory installed)

☐ LDL (Lightly diffused lens. Frosted, flat tempered glass lens has a lightly diffused finish to minimize the lamp and reflector brightness.)

☐ QRS (Restrike controller and T-4 mini-can socket will light following power outage until HID reaches full brightness. (Lamp wattage not to exceed ballast wattage). Horizontal reflector only.)

☐ QL (Socket for T-4 mini-can lamp, field wired to a separate circuit. (Lamp wattage not to exceed ballast wattage). Must be field wired to a separate 120 volt circuit. Horizontal reflector only.)

## 6. MOUNTING – Must choose one

WALL MOUNT

☐ WMA55

☐ WMA56

☐ WMA57

☐ WMA7

☐ WMA9U

☐ WMA22U

☐ WMA11

☐ WMA12

☐ WMA16

☐ WMA17

☐ WMA18

☐ WMA20

☐ WMA22D

☐ WMA24

☐ WMA37

☐ WMA38

☐ WMA39

POLE MOUNT

☐ SLA1

☐ SLA1-2

☐ SLA8U

☐ SLA22U

☐ TRA55

☐ TRA56

☐ TRA57

PIER MOUNT

☐ PM1

☐ PM2

☐ PM3

Visit [www.aal.net](http://www.aal.net) for Arms, Poles & Accessories Specification Guide

## SPECIFICATIONS

### REFLECTOR MODELS – REFLECTOR/LAMP

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

### REFLECTOR – BALLAST

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

### INDIRECT MODELS – LOWER LAMP MODULE

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

See next page

JOB

TYPE

NOTES



ARCHITECTURAL AREA LIGHTING  
16555 East Gale Ave. | City of Industry | CA 91745  
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- ▶ Recessed-Housing
- ▶ Recessed-Trim
- ▶ Sconces
- ▶ Step Lights
- ▶ Track
- ▶ Undercabinet
- ▶ Wall Bracket



## P5835-71

Category: OutdoorRoom Type: Outdoor LightingFinish: Gilded IronStyle: Traditional/FormalFamily: NottinghamDescription: Two-light wall lantern with water glass panels.

MSRP: \$277.97

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1

## + Technical Details

Width/Diameter: 8"

Height: 19-5/8"

Lamp Quantity: two

Lamp Type: Candelabra Base

Lamp Wallage (Max): 60

Notes:

## + Additional Support

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**Exhibit H-1 - Sample Declaration and Bylaws**

DECLARATION AND BYLAWS  
CREATING AND ESTABLISHING A PLAN FOR  
CONDOMINIUM OWNERSHIP  
UNDER CHAPTER 5311 OF THE REVISED CODE OF OHIO  
FOR  
THE \_\_\_\_\_ CONDOMINIUM

---

CERTIFICATE OF AUDITOR

\_\_\_\_\_, 200\_\_\_\_\_

Receipt is hereby acknowledged of a copy of the Declaration, Bylaws, and Drawings of the above-named Condominium.

\_\_\_\_\_  
\_\_\_\_\_  
County Auditor

EXHIBIT H-1



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## **DECLARATION**

This is the Declaration of The \_\_\_\_\_ Condominium made on or as of the \_\_\_\_ day of \_\_\_\_\_, 200\_\_ pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

### **Recitals**

A \_\_\_\_\_, an Ohio \_\_\_\_\_, "Declarant", is the owner in fee simple of all of the real property hereinafter described as the Condominium Property, and the improvements thereon and appurtenances thereto.

B. The Declarant desires to create of this property the initial stage of a community of individually owned Units, and commonly owned areas and facilities, and to these ends to submit this property to Condominium ownership under the Condominium Act.

### **Definitions**

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

1. "Act" means Chapter 5311 of the Revised Code of Ohio.
2. "Additional Property" means the land, and improvements thereon, that may, at a subsequent time, be added to the Condominium Property and become a part of the Condominium.
3. "Articles" and "Articles of Incorporation" mean the articles, filed with the Secretary of State of Ohio, incorporating The \_\_\_\_\_ Condominium Association as a nonprofit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio (the State of Ohio's enabling nonprofit corporation act).
4. "Association" and "The \_\_\_\_\_ Condominium Association" mean the corporation not-for-profit created by the filing of the Articles and is also one and the same as the association created for the Condominium under the Act.
5. "Board" and "Board of Directors" mean those persons who, as a group, serve as the board of directors of the Association and are also one and the same as the board of managers of the Condominium established for the Condominium under the Act.
6. "Bylaws" mean the bylaws of the Association, created under and pursuant to the provisions of the Act for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the Bylaws is attached hereto and made a part hereof.
7. "Common Elements" (and sometimes on the Drawings referred to as "Common Areas") means all of the Condominium Property, except that portion described in this Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting "common areas and facilities" of the Condominium under the Act.
8. "Condominium" and "The \_\_\_\_\_ Condominium" mean the condominium created hereby for the Condominium Property, created under and pursuant to the Act, and expansions thereof, when and if expanded.
9. "Condominium Instruments" means this Declaration, the Bylaws, the Drawings, and, as provided by the Act, all other documents, contracts, or instruments establishing ownership of or exerting control over the Condominium or Unit.
10. "Condominium Organizational Documents" means the Articles, the Bylaws, the Drawings, and this Declaration.
11. "Condominium Property" means the tract of land hereinafter described as being submitted to the Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.
12. "Declarant" means whomever is designated in the recitals of this Declaration as creating the Condominium, and Declarant's successors and assigns, provided the rights specifically reserved to Declarant under the Condominium Organizational Documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.
13. "Declaration" means this instrument, by which the Condominium Property is hereby submitted to the provisions of the Act.
14. "Director" and "Directors" mean that person or those persons serving, at the time pertinent, as a Director or Directors of the Association, and mean that same person or those persons

serving in the capacity of a member or members of the board of managers of the Association, as defined in the Act.

15. "Drawings" means the drawings for the Condominium, and are the Drawings required pursuant to the provisions of the Act. A set thereof is attached hereto, but the same may be detached and filed separately herefrom by the appropriate public authorities.

16. "Eligible Mortgagees" means the holders of valid first mortgages on Units who have given written notice to the Association stating their names, addresses and Units subject to their mortgages.

17. "Limited Common Elements" (and sometimes on the Drawings referred to as "Limited Common Areas") means those Common Elements serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful Occupants of that Unit or Units either in this Declaration, or by the Board, and is that portion of the Condominium Property constituting "limited common areas and facilities" of the Condominium under the Act.

18. "Occupant" means a person lawfully residing in a Unit, regardless of whether or not that person is a Unit Owner.

19. "Person" means a natural individual, trustee, corporation, partnership, limited liability company, or other legal entity capable of holding title to real property.

20. "Unit" and "Units" mean that portion or portions of the Condominium Property described as a Unit or Units in this Declaration, and designated by Unit designation on the Drawings, and is that portion of the Condominium constituting a "Unit" or "Units" of the Condominium under the provisions of the Act.

21. "Unit Owner" and "Unit Owners" or "Owner" or "Owners" mean that Person or those Persons owning a fee simple interest in a Unit or Units, each of whom is also a "member" of the Association, as defined in Chapter 1702 of the Revised Code of Ohio.

#### The Plan

NOW, THEREFORE, Declarant hereby makes and establishes the following plan for condominium ownership of the below-described property under and pursuant to the provisions of the Act:

#### ARTICLE I

##### THE LAND

A legal description of the land constituting a part of the Condominium Property, located in the City of \_\_\_\_\_, \_\_\_\_\_ County, Ohio, and consisting of \_\_\_\_\_ acres, more or less, is attached hereto and marked "Exhibit A".

#### ARTICLE II

##### NAME

The name by which the Condominium shall be known is "The \_\_\_\_\_ Condominium".

#### ARTICLE III

##### PURPOSES: RESTRICTIONS

Section 1. Purposes. This Declaration is being made to establish separate individual parcels from the Condominium Property to which fee simple interests may be conveyed; to create restrictions, covenants and easements providing for, promoting, and preserving the values of Units and the Common Elements and the well being of Unit Owners and Occupants; and to establish an association of Owners to administer the Condominium and the Condominium Property, to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth, and to raise funds through assessments to accomplish these purposes.

Section 2. Restrictions. The Condominium shall be benefited by and subject to the following restrictions:

(a) Unit Uses. Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto, provided, however, that no Unit may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. Notwithstanding the foregoing: (i) an Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, conducting personal business (provided that such use does not involve customers, employees, licensees or invitees coming to the Unit), making professional

telephone calls or corresponding, in or from a Unit, is engaging in a use expressly declared customarily incidental to residential use and is not in violation of these restrictions; (ii) it shall be permissible for the Declarant to maintain, during the period of its sale or rental of Units, one or more Units and/or portions of the Common Elements, whether hereby made a part of the Condominium, or added hereafter, as sales and rental models and offices, and for storage and maintenance purposes; and (iii) one or more Units or a portion thereof and/or a portion of the Common Elements may be maintained for the use of the Association in fulfilling its responsibilities.

(b) Common Element Uses. The Common Elements (except the Limited Common Elements) shall be used in common by Unit Owners and Occupants and their agents, servants, customers, invitees and licensees, in accordance with the purposes for which they are intended, reasonably suited and capable, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of Units. Unless expressly provided otherwise herein, no Common Elements shall be used for any purpose other than the health, safety, welfare, convenience, comfort, recreation or enjoyment of Unit Owners and Occupants.

(c) Limited Common Element Uses. Those portions of the Common Elements described herein and shown on the Drawings as Limited Common Elements shall be used and possessed exclusively by the Unit Owners and Occupants of the Unit or Units served by the same, as specified in this Declaration, and shall be used only for the purposes intended and subject to the other provisions of this Declaration.

(d) Visible Areas. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except interior inoffensive drapes, curtains, or louvered blinds) or placed on the outside walls or doors of a Unit or otherwise on the outside of a Unit, or any part thereof, without the prior consent of the Board or unless authorized by rule or regulation adopted by the Board, and no awning, canopy, shutter or television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon an exterior wall or roof or any part thereof, or the exterior of any door or window, or in, on, or over a patio, porch or balcony, visible to the exterior, unless authorized by the Board or required by applicable law to be permitted, but, in such case, subject to such lawful rules and regulations as the Board may adopt from time to time.

(e) Offensive Activities. No noxious or offensive activity shall be carried on in any Unit, or upon the Common or Limited Common Elements, nor shall any be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Occupant, provided that this paragraph shall not be construed so as to prohibit Declarant from construction activities consistent with reasonable residential construction practices.

(f) Vehicles. The Board may promulgate rules and regulations restricting or prohibiting the parking of automobiles, vans, buses, inoperable vehicles, trucks, trailers, boats and recreational vehicles on the Common Elements, including the Limited Common Elements, or parts thereof, and may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other lawful actions as it, in its sole discretion, deems appropriate.

(g) Renting and Leasing. No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (ii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium Organizational Documents and lawful rules and regulations shall be a default under the lease. Prior to the commencement of the term of a lease the Unit Owner shall notify the Board, in writing, the name or names of the tenant or tenants, and all Occupants, and the time during which the lease term shall be in effect.

(h) Signs. No sign of any kind shall be displayed to the public view on the Condominium Property except: (i) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; (ii) on the interior side of the window of a Unit, one professionally prepared sign not in excess of six square feet in size, advertising the Unit for sale or rent; and (iii) on the Common Elements and model Units, signs advertising the sale and/or rental of Units by the Declarant during the period of its sale and rental of Units, provided, if these limitations on use of signs, or any part thereof, are determined to be unlawful, only the signs described in subitem (i), above, shall be permitted after Declarant's period of sales and rental of Units.



(i) Trash. Except for the reasonably necessary activities of the Declarant during the development of the Condominium, or as approved by the Board, no burning or storage of trash shall be permitted on the Common Elements or Limited Common Elements.

(j) Replacements. Any building erected to replace an existing Unit, shall be of new construction, and be of comparable structure type, size, design and construction to that replaced.

(k) Structural Integrity. Nothing shall be done in any Unit, or in, on or to the Common or Limited Common Elements, which may impair the structural integrity of any improvement.

(l) Construction in Easements. No structure, planting or other material shall be placed or permitted to remain within the easements for the installation and maintenance of utilities and drainage facilities which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

(m) Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained in a Unit, provided that: (i) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate, including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy enforcement charges against persons who do not clean up after their pets; and (ii) the right of an Occupant to maintain an animal in a Unit shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance or creates a detrimental effect on the Condominium or other Units or Occupants

(n) Conveyances. Each Unit ("Unit") shall be conveyed or transferred (voluntarily or involuntarily) as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an interest in the Common Elements will be void unless the Unit to which that interest is allocated is also transferred to the same transferee. In any instrument of conveyance or creating an encumbrance, or in any other document legally describing a Unit, it shall be sufficient to lawfully describe a Unit and its interest in the Common Elements by referring to the designation of the Unit and the appropriate recording references of the initial page of this Declaration and the Drawings. The right of a Unit Owner to sell, transfer or otherwise convey that Owner's Unit is not subject to any right of first refusal, and any Unit Owner may transfer that Owner's Unit free of any such limitation. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner agrees to notify the Association, in writing, within five days after an interest in that Unit Owner's Unit has been transferred to another person. In addition, each Unit Owner agrees to provide to a purchaser of that Owner's Unit a copy of the Condominium Organizational Documents and all effective rules and regulations.

(o) Discrimination/Handicapped Accommodation. No action shall at any time be taken by the Association, its Board, or any Unit Owner which in any manner would discriminate against any Unit Owner in favor of another. In addition, notwithstanding any provision hereof, or any rule or regulation, the Board shall make reasonable accommodation if necessary to afford a handicapped person equal opportunity to use and enjoy the Condominium Property, provided, that nothing contained herein shall be construed to mean or imply that any such accommodation be at the cost of the Association.

(p) Architectural Control. Except for improvements constructed by Declarant or its designee during the initial construction of Units, no building, fence, wall, sign or other structure or improvement shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative or representatives, in its or their sole and unfettered discretion. Nothing visible to the exterior shall be permitted to be hung, placed, displayed or maintained in Limited Common Elements unless approved, in writing, by the Board or its designated representative or representatives, in its or their sole and unfettered discretion, or unless the same is authorized by existing rule or

regulation adopted by the Board. Clotheslines, wood decks, window air conditioning units on any window facing a private drive, and storage tanks for propane gas, fuel oil, or any other combustible substance, except propane gas grills, are specifically prohibited on the Common Elements and Limited Common Elements. Notwithstanding any repair or maintenance provision contained herein to the contrary, the Board may require, as a condition to approval, that the responsibility for repairing and maintaining the addition or improvement shall be the responsibility of the requesting Unit Owner and all future Owners of that Unit.

(q) Rules and Regulations. In addition to adopting and enforcing rules and regulations in the instances specifically hereinbefore mentioned, the Board may, from time to time, adopt and enforce such further reasonable rules and regulations, also referred to as "community guidelines", as it deems necessary or desirable to promote harmony, to serve the best interests of the Unit Owners, as a whole, and the Association, and to protect and preserve the nature of the Condominium and the Condominium Property. A copy of all rules and regulations shall be furnished by the Board to the Owners of each Unit prior to the time when the same shall become effective.

#### ARTICLE IV

##### IMPROVEMENT DESCRIPTIONS

Section 1. Buildings. There are \_\_\_\_\_ free-standing single-family residential buildings, each with an attached two-car garage, initially a part of the Condominium. The residential buildings are either one story ranch style or two story townhouse style, built on \_\_\_\_\_ foundations, with wood frames, \_\_\_\_\_ shingle roofs, and \_\_\_\_\_ exteriors. Some buildings have basements. The principal materials of which these buildings are constructed are wood, glass, concrete, concrete block, vinyl, asphalt shingle, and drywall. The residential buildings are located as shown on the Drawings.

Section 2. Other. In addition, the Condominium also includes private drives and driveways, exterior parking areas, exterior lighting, entry features, and green and landscaped areas. There are no recreation facilities initially a part of the Condominium.

#### ARTICLE V

##### UNITS

Section 1. Designations. Each Unit ("Unit") consists of a free-standing single-family dwelling with an attached garage. Each Unit is a Unit and is legally designated by a number assigned by the Declarant for the Unit (the Unit's "Unit designation"). The designation for each Unit is shown on the Drawings at the location of the Unit. The location and designation of each Unit is also shown on the sketch plot plan attached hereto as "Exhibit B". Information concerning the Units, with a listing of proper designations, is shown on the attached "Exhibit C".

##### Section 2. Composition of Units.

(a) Composition. Each Unit ("Unit") constitutes a single freehold estate, and includes all of the building, and includes, without limiting the generality of the foregoing:

(1) the structure of the Unit, including, without limitation, the foundation, framing, roof, siding, and all exterior and interior walls and partitions;

(2) all space within the Unit itself, space occupied by exterior and interior walls, partitions, and any other improvements;

(3) all decorated surfaces of the structure and each interior and exterior part thereof, including paint, lacquer, varnish, wall covering, tile and other finishing material applied to floors, ceilings, and interior and perimeter walls, carpeting, if any, and also the floors and ceilings themselves, and the drywall, paneling and other finishing wall material;

(4) all windows, skylights, if any, and screens and doors, including storm doors and windows, if any, and the frames, sashes and jambs, and the hardware therefor;

(5) all fixtures and appliances installed for the exclusive use of the Unit, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, television antennas and cables, furnaces, hot water heaters, heat pumps, air conditioning units (even though located outside the bounds of the Unit), and components of the foregoing, if any;

(6) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits, apparatus, and specifically including electric lines, meters and other apparatus, wherever located, which serve only that Unit;

(7) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service the Unit or the fixtures located therein;

(8) fireplaces, if any, and all components thereof, including the stacks and chimneys; and

(9) the attic space or storage space above the Unit, and the crawl space below them, if any, to which there is direct and exclusive access from the structure;

excluding therefrom, however, all of the following items, whether or not located within the bounds of the Unit if such items serve another Unit: all plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits which serve any other Unit.

(b) Types, Sizes, Locations and Components. The type, composition, and approximate interior area of each Unit are shown on the attached Exhibit D. The location, dimensions, and composition of each Unit are also shown on the Drawings. Each Unit has direct access to a Common Element leading directly to \_\_\_\_\_, a public street.

## ARTICLE VI

### COMMON AND LIMITED COMMON ELEMENTS

Section 1. Common Elements - Description. All of the Condominium Property, including all of the land and all improvements thereon and appurtenances thereto, except those portions labeled or described herein or on the Drawings as a part of a Unit, are Common Elements.

Section 2. Limited Common Elements - Description. Those portions of the Common Elements that are labeled or designated "Limited Common Elements" or "Limited Common Areas" on the Drawings, are Limited Common Elements. The Limited Common Elements appurtenant to each Unit consist of the green and landscaped areas surrounding the Unit itself, and all improvements within those areas (except utility lines which serve other Units), including but not limited to a front or side porch, a patio, driveway and a yard area. Each such Limited Common Element is reserved for the exclusive use of the Owners and Occupants of the Unit it is described, designed or designated to serve.

Section 3. Par Values; Undivided Interests. The undivided interest in the Common Elements of each Unit is shown on the attached Exhibit C, and, in each case, is based on each Unit having an equal par value of one (1.00) and thus, results in each Unit having an equal undivided interest. The Common Elements shall be owned by the Unit Owners as tenants in common, and ownership thereof shall remain undivided. No Unit Owner may waive or release any rights in the Common Elements. Further, the undivided interest in the Common Elements of a Unit shall not be separated from the Unit to which it appertains.

## ARTICLE VII

### ASSOCIATION

Section 1. Establishment of Association. The Association has been formed to be and to serve as the Unit Owners' association of the Condominium. The Declarant is presently the sole member of the Association.

Section 2. Membership. Membership in the Association shall be limited to the Unit Owners and every Person who is or becomes a record Owner of a fee or undivided fee simple interest in a Unit is a Unit Owner and shall be a member of the Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and transfer of a Unit shall automatically transfer membership to the transferee.

Section 3. Voting Rights. Voting rights of members are as set forth in the Bylaws.

Section 4. Board of Directors. The number and composition, and the authority, rights and responsibilities, of the Board of Directors shall be as provided in the Bylaws, provided that no member of the Board need be a Unit Owner, but shall meet the qualifications set forth in the Bylaws.

## ARTICLE VIII

### AGENT FOR SERVICE

The name of the person to receive service of process for the Association, the Association's "Statutory Agent", and that person's residence or place of business, which is in the State of Ohio, is:



Calvin T. Johnson, Jr.  
50 West Broad Street, Suite 3300  
Columbus, Ohio 43215

In the event this Person for any reason ceases to be registered with the Secretary of State of Ohio as Statutory Agent for the Association, the Person so registered shall be the person to receive service of process for the Association.

## ARTICLE IX

### MAINTENANCE AND REPAIR

Section 1. Common Elements. The Association, to the extent and at such times as the Board, in its exercise of business judgment, determines to allocate funds therefor, shall maintain, repair and replace all improvements constituting a part of the Common Elements (exclusive of Limited Common Elements), including, but not limited to, the entryway features, the private drives, general landscaping outside of Limited Common Elements, and utility lines and apparatus serving more than one Unit. The Association shall maintain an adequate reserve fund for the periodic maintenance, repair and replacement of these improvements.

Section 2. Limited Common Elements. Except as hereinafter provided and as provided in Section 4 of this Article IX, the Association shall have no obligation to maintain, repair or replace, or bear the cost of maintaining, repairing or replacing Limited Common Elements or components thereof, provided that the Association shall, as a common expense, mow and fertilize grassy areas that are part of the Limited Common Elements that are not enclosed or partially enclosed by fences, walls, shrubs, and like barriers or that are determined by the Board, in its sole discretion, not to be performed at Association expense. Each Unit Owner shall repair and maintain all improvements a part of the Unit Owner's appurtenant Limited Common Elements and pay the cost thereof. Generally, each Unit Owner shall be responsible for, including but not limited to, watering of lawns and landscaping, mulching, tree and shrub trimming, and their maintenance and replacement, flower bed maintenance, and the maintenance and repair of patios, porches and driveway and parking areas.

Section 3. Units. Because of the unique character of the Condominium, in that it contains free-standing individual single family residential buildings, and thus only a single Unit per residential building, the risk of loss as a result of damage or because of wear and tear to a Unit shall be the Unit Owners, and, accordingly, the cost of maintaining, repairing and replacing of all portions of a Unit shall be borne by the Owner or Owners of the Unit, provided that all exterior work shall be subject to and comply with the provisions of this Declaration, as the same may from time to time be amended, and all rules and regulations duly adopted by the Board.

Section 4. Other. Except as otherwise provided herein, the maintenance, repair and replacement of the Unit and its appurtenant Limited Common Elements shall be that of the Owner or Owners of that Unit, and the cost thereof shall be that of the Unit Owner or Unit Owners. In the event a Unit Owner shall fail to make a repair or perform maintenance required of that Unit Owner, or in the event the need for maintenance or repair of any part of the Common Elements is caused by the negligent or intentional act of any Unit Owner or Occupant, or is as a result of the failure of any Unit Owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, the Association may perform the same, and if the cost of such repair or maintenance is not covered by insurance, whether because of a deductible or otherwise, the cost thereof shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by that Unit Owner or Unit Owners and on that Unit Owner or Unit Owners. The determination that such maintenance or repair is necessary, or has been so caused, shall be made by the Board in its sole and unfettered discretion.

## ARTICLE X

### UTILITY SERVICES

Each Unit Owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or separately charged by the utility company to that Unit, and to reimburse the Association for that Owner's Unit's share of any utility cost that the Board reasonably determines is attributable to use by that Owner's Unit. All other utility costs shall be common expenses and paid by the Association. The Association may enter into a service agreement with a private utility provider for the provision of electrical service to the Condominium.

## ARTICLE XI

### INSURANCE: LOSSES

#### Section 1. Fire and Extended Coverage Insurance.

(a) Unit. A Unit consists of a dwelling and all components thereof (except utility lines, if any, serving any other Unit or Units), and the risk of loss thereof is that of the Unit Owner or Unit Owners. Accordingly, the Association shall have no obligation to maintain insurance thereon or improvements a part of appurtenant Limited Common Elements against loss or damage by fire, lightning, or such other perils as are ordinarily

insured against by standard extended coverage endorsements. The Owner or Owners of each Unit shall obtain such insurance with respect to their Unit and improvements a part of its appurtenant Limited Common Elements, provided the Association shall be named as an additional insured, and shall be provided evidence of the same. The fire and extended coverage insurance obtained and maintained by the Owner or Owners of each Unit shall be in amounts not less than one hundred percent (100%) of the current insurable replacement cost of the structures, fixtures and equipment constituting part of that Unit, (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage), and shall:

- (i) have (a) an agreed amount and inflation guard endorsement, when that can be obtained, and (b) building ordinance or law endorsement, if any building, zoning, or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs, and providing for contingent liability from the operation of building laws, demolition costs, and increased costs of construction;
- (ii) provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on a Unit and its appurtenant interests superior to a first mortgage;
- (iii) contain or have attached the standard mortgage clause commonly accepted by institutional first mortgage holders, insurers, and guarantors, which must provide that the carrier shall notify the named insureds and each first mortgagee named in the mortgage clause at least ten days in advance of the effective date of any reduction in, cancellation of, or substantial change in the policy;
- (iv) have a deductible amount no greater than the lesser of ten thousand dollars or one percent of the policy face amount; and
- (v) meet such other requirements as may be required by national institutional first mortgage holders, insurers and guarantors.

If any Unit Owner fails to maintain such insurance the Association may obtain the same and assess the same as a special individual Unit assessment. Notwithstanding the foregoing, the Unit Owners, if they desire to do so and the same is available, may join together and obtain such insurance, and share the costs thereof in proportion to the relative insurable values of their respective Units and improvements a part of their appurtenant Limited Common Elements.

(b) Association. The Board shall have the authority to and shall obtain such insurance for all buildings, structures, fixtures and equipment, and common personal property and supplies now or at any time hereafter constituting a part of the Common Elements, (but not Limited Common Elements), or common property of the Association, including, but not limited, to the private electrical infrastructure within the Condominium, to the extent the Association can obtain such blanket coverage, in amounts not less than one hundred percent (100%) of the current insurable replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage). This insurance shall also:

- (i) have (a) an agreed amount and inflation guard endorsement, when that can be obtained, and (b) building ordinance or law endorsement, if any building, zoning, or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs, and providing for contingent liability from the operation of building laws, demolition costs, and increased costs of construction;
- (ii) provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on a Unit and its appurtenant interests superior to a first mortgage;
- (iii) be written in the name of the Association;
- (iv) contain or have attached the standard mortgagee clause commonly accepted by institutional first mortgage holders, insurers, and guarantors, which (a) must provide that the carrier shall notify the named insured and each first mortgagee named in the mortgage clause at least ten days in advance of the effective date of any reduction in, cancellation of, or substantial change in the policy, and (b) must be endorsed to provide that any loss shall be paid to the Association;
- (v) have a deductible amount no greater than the lesser of ten thousand dollars or one percent of the policy face amount;

- (vi) be paid for by the Association, as a common expense;
- (vii) contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Directors, and all Unit Owners; and
- (viii) provide that the insurance shall not be prejudiced by any acts or omissions of individual Unit Owners who are not under the control of the Association.

**Section 2. Liability Insurance.** The Association shall obtain and maintain, at the Association's cost and as a common expense, a policy of commercial/general liability insurance covering all of the Common Elements, Limited Common Elements and public ways and any other areas under the Association's supervision, and Units, if any, owned by the Association, even if leased to others, insuring the Association, the Directors, and the Unit Owners and Occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by institutional first mortgage holders, insurers, and guarantors for projects similar in construction, location and use, and (b) one million dollars arising out of a single occurrence. This insurance shall contain a "severability of interest" provision, or, if it does not, an endorsement which shall preclude the insurer from denying the claim of the Association because of negligent acts of the Association, the Board, or a Unit Owner or Unit Owners, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons resulting from the operation, maintenance or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts in which the Association is a party. Each such policy must provide that it may not be canceled or substantially modified, by any party, without at least ten days' prior written notice to the Association and to each holder of a first mortgage on a Unit. The Owner or Owners of each Unit shall maintain such liability insurance with respect to their Unit as they may determine, recognizing that liability insurance carried by the Association will not insure against liability risk claims or losses arising with respect to a Unit.

**Section 3. Fidelity Coverage.** If available at a reasonable expense, and in any event from and after such time as Declarant no longer control the Association, the Board shall obtain and maintain, at the Association's cost and as a common expense, a fidelity bond or policy providing coverage for the Association against dishonest acts on the part of directors, managers, trustees, employees, agents, and volunteers responsible for or handling funds belonging to or administered by the Association. The fidelity bond or policy shall name the Association as the named insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of (a) an amount equal to the Association's reserve funds plus an amount equal to no less than the then current amount of two months assessments on all Units, and (b) the maximum amount that will be in the custody of the Association or its managing agent at any time while the bond or policy is in force. In connection with such coverage, an appropriate endorsement to the bond or policy to cover any persons who serve without compensation shall be added if the bond or policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten days' prior written notice to the Association, and any insurance trustee, and any servicer on behalf of any holder, guarantor or insurer of any mortgage on a Unit who requires such rights. Any management agent who handles funds of the Association shall maintain a fidelity bond or policy providing coverage no less than that required of the Association, which bond or policy names the Association as an additional obligee, or obligee.

**Section 4. Hazard Insurance Carrier.** Each policy of hazard insurance obtained pursuant hereto shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a "B" or better general policyholder's rating or a "6" or better financial performance index rating in Best's *Insurance Reports*, an "A" or better general policyholder's rating and a financial size category of "VIII" or better in Best's *Insurance Reports—International Edition*, an "A" or better rating in Demotech's *Hazard Insurance Financial Stability Ratings*, a "BBBq" qualified solvency ratio or a "BBB" or better claims-paying ability rating in Standard and Poor's *Insurer Solvency Review*, or a "BBB" or better claims-paying ability rating in Standard and Poor's *International Confidential Rating Service*. Insurance issued by a carrier that does not meet the foregoing rating requirements will be acceptable if the carrier is covered by reinsurance with a company that meets either one of the A.M. Best general policyholder's ratings or one of the Standard and Poor's claims-paying ability ratings mentioned above.

**Section 5. Other Association Insurance.** In addition, the Board may purchase and maintain, at the Association's cost and as a common expense, contractual liability insurance, Directors' and officers' liability insurance, and such other insurance as the Board may determine.

**Section 6. Insurance Representative; Power of Attorney.** There may be named under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy. Each Unit Owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit Owners and their first mortgage holders, as their interests may



appear. This power is for the benefit of each and every Unit Owner, and their respective first mortgage holders, and the Association, and the Condominium, runs with the land, and is coupled with an interest.

**Section 7. Unit Owners' Other Insurance.** Any Unit Owner or Occupant may carry such insurance in addition to that provided by the Association or by the Unit Owner with respect to a Unit or appurtenant Limited Common Elements pursuant hereto as that Unit Owner or Occupant may determine, subject to the provisions hereof, and provided that no Unit Owner or Occupant may at any time purchase individual policies of insurance against losses to the extent covered by the insurance carried pursuant hereto by the Association. In the event any Unit Owner or Occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit Owner who acquired or whose Occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Directors, and all other Unit Owners and Occupants.

**Section 8. Sufficient Insurance.** In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then except as provided in Article XII hereof, such repair, restoration or reconstruction shall be undertaken by the Association and the net insurance proceeds shall be used in payment therefor.

**Section 9. Insufficient Insurance.** In the event the improvements forming a part of the Common Elements, or any portion thereof, shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the net insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, except as provided in Sections 2 or 3 of Article XIII hereof, the Association shall make repairs, restoration or reconstruction of the Common Elements so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit Owners in proportion to their respective undivided interests in the Common Elements. Should any Unit Owner refuse or fail after reasonable notice to pay that Unit Owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit Owner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of other assessments.

**Section 10. Lender Requirements.** Notwithstanding the foregoing provisions of this Article, the Association may, if so determined by the Board, maintain hazard insurance, liability insurance, and fidelity insurance coverage conforming with the requirements then governing the making of a first mortgage loan, or the purchase, guaranty, or insurance of first mortgages, by national institutional lenders, guarantors or insurers of first mortgage loans on condominium units.

## ARTICLE XII

### **DAMAGE; RESTORATION; REHABILITATION AND RENEWAL; TERMINATION**

#### **Section 1. Substantial Unit Damage or Destruction.**

(a) **Restoration.** In the event of substantial damage to or destruction of a Unit, the Owner or Owners of the Unit shall promptly restore or replace the same to a condition comparable to that which existed prior to such damage or destruction, at their sole expense, by contractors and subcontractors approved by the Association, unless an election is made not to do so, as provided in subsection (b) hereof. The restoration or replacement of the Unit shall be completed within twelve (12) months following the substantial damage to, or destruction of, the Unit. In any event, within ninety (90) days of such substantial damage to or destruction of a Unit, the Unit Owner shall take such actions as are necessary to restore the Unit so as not to be a nuisance, hazard or to detract from the value of the Condominium; provided that if a Unit Owner fails to take such actions within ninety (90) days of such substantial damage to, or destruction of a Unit, the Association may perform the same and the cost thereof shall constitute a special individual Unit assessment against the Unit.

(b) **Non-Restored Unit.** In the event that the Owner or Owners of a Unit determine not to restore or replace the Unit to a condition comparable to that which existed prior to the substantial damage or destruction they shall at their sole cost and expense forthwith cause the remnants of the damaged or destroyed Unit to be removed, the site of the Unit cleared, filled, and graded to the grade of the surrounding land area, or, if they fail to do so, the Association may do the same and the cost thereof shall be a charge upon the Owner or Owners of such Unit. Failure of the Owner or Owners of the Unit substantially damaged or destroyed to repair such damage or replace such destroyed Unit within a twelve (12) month period following such substantial damage or destruction shall be conclusively deemed to be an election not to restore or replace the damaged or destroyed Unit. Upon the earlier of (i) the election of the Owner or Owners of a Unit not to restore or replace the Unit after substantial damage or destruction, or (ii) the passage of twelve (12) months following such substantial damage or destruction without the Unit Owner or Owners having restored or replaced the substantially damaged or destroyed Unit, and with the consent of the holder of the first mortgage lien on the Unit,

the Owner or Owners of the Unit substantially damaged or destroyed shall be immediately and automatically divested of any interest in the Condominium, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for future common expenses. All such rights and interests shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such substantial damage or destruction. In such event the Limited Common Elements appurtenant to such Unit shall become Common Elements.

Section 2. Common Elements Damage or Destruction. In the event of damage or destruction of the Common Elements or any part thereof (but not the Limited Common Elements) the Association shall restore or replace the same, and the cost thereof shall be a common expense, unless all Unit Owners, and with the consent of eligible mortgages hereinafter provided, elect within sixty (60) days after such damage or destruction, not to restore or replace the same, and to terminate the Condominium. In any such an event, all of the Condominium Property shall be sold as upon partition. In the event of such an election not to repair or restore such substantial damage or destruction or reconstruct such destroyed improvements, the net proceeds of insurance paid by reason of such damage or destruction, or the net amount of any award or proceeds of settlement arising from such proceedings, together with the proceeds received from the sale as upon partition, or in the case of an election otherwise to terminate the Condominium, the net proceeds from the partition sale, shall be distributed among the Owners of the Units, and the holders of their respective first mortgage liens, (as their interests may appear), in the proportions of their undivided interests in the Common Elements.

Section 3. Rehabilitation and Renewal. The Association, by vote of Unit Owners entitled to exercise not less than seventy-five percent (75%) of the voting power of Unit Owners, at a duly called and noticed meeting called specifically for the purpose of determining if the Condominium is obsolete in whole or in part and whether or not to have the same renewed and rehabilitated, and the consent of Eligible Mortgagees hereinafter provided, may so determine that the Condominium is obsolete in whole or in part and elect to have the same renewed and rehabilitated. If so, the Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a common expense. The Condominium shall not be determined or deemed to be "obsolete" merely because of the necessity to make major repairs or replacements, such as, but not limited to, replacing roofs, replacing infrastructure, or repaving, items which shall be determined solely by the Board.

## ARTICLE XIII

### CONDEMNATION

Section 1. Standing. Except as hereinafter provided, the Association, or its designated representative, or authorized successor, as trustee, shall represent the Unit Owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Condominium Property, and shall have the sole and exclusive right to settle losses with the condemning authority and to receive the award or proceeds of settlement, for the use and benefit of the Unit Owners and their mortgagees as their interests may appear. Notwithstanding the foregoing, in the event that a Unit Owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit Owner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential losses, that Unit Owner may, at that Unit Owner's election, separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by it, or any other Unit Owner, or the direct loss with respect to the Unit itself, or with regard to the usability thereof, nor diminishes any award for any such loss.

Section 2. Use of Proceeds. The award or proceeds of settlement in any actual or threatened condemnation or eminent domain proceedings, after reduction by the costs, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged or taken improvements on the remaining Condominium Property in accordance with the Drawings, or in accordance with any new plans and specifications therefor approved by Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners, and the consent of Eligible Mortgagees hereinafter provided, and in the case of a Unit being taken, the Owner or Owners of that Unit and all holders of mortgages on the Unit.

Section 3. Insufficient Proceeds. In the case of awards or proceeds properly allocable to the taking of Common Elements, if the award or proceeds are insufficient to restore or replace the damaged or taken improvements or other Common Elements, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a common expense and assessed among the Units in the same manner as special assessments for capital improvements are assessed. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and disbursed to the Unit Owners, and their first mortgagees, as their interests may appear, in proportion to the relative undivided interests of the Units in the Common Elements. In the case of awards or proceeds properly allocable to the taking of a Unit, or any part thereof, if the award or proceeds are insufficient to restore or replace the damaged or taken Unit, the Owner or Owners of the Unit so taken or damaged shall pay the deficiency, subject to the provisions of Section 4 hereof.

Section 4. Non-Restorable Unit. Notwithstanding the foregoing, in the event that as a result of any such taking, and consequent restoration or replacement, any Unit could not reasonably be restored to a condition comparable to that which existed prior to the taking, or could not be replaced, prior to the allocation and disbursement of any sum to any other Unit Owner or that Unit Owner's mortgagee, there shall be allocated and disbursed from such award or proceeds, to each Unit Owner whose Unit cannot be so restored or replaced, and that Unit Owner's respective first mortgagee, as their interests may appear, such amount as is equal to the lesser of the net proceeds available and the then fair market value of the Unit that cannot be so restored or replaced. Thereupon, such Unit or Units, and the Owners thereof, shall be immediately and automatically divested of any interest in the Condominium, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for future common expenses. All such rights and interests shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such taking. To illustrate, upon a Unit being divested from the Condominium, (a) the voting right of that Unit will be equally allocated among all other Units, and their Owners, since the Unit Owners of each Unit prior thereto had an equal vote, and (b) the undivided interest of that Unit will be reallocated among all other Units in the proportions of their relative undivided interests prior to such taking.

Section 5. Power of Attorney. Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, as that Unit Owner's attorney-in-fact to represent that Unit Owner, settle losses, receive and utilize the award or proceeds of settlement, and do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Article with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Unit Owner, each holder of a first mortgage on a Unit, the Association, and the real estate to which it is applicable, runs with land, is coupled with an interest, and is irrevocable.

#### ARTICLE XIV

##### GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. Easements of Enjoyment; Limitations. Every Unit Owner shall have a right and easement of enjoyment in, over and upon the Common Elements and an unrestricted right of access to and from that Unit Owner's Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Elements and the Limited Common Elements, provided that no such rule or regulation shall limit or prohibit the right of ingress and egress to a Unit, or any part thereof, to that Unit's parking facilities, or to that Unit's appurtenant Limited Common Elements, or to the use thereof. Each Unit Owner shall be deemed to have delegated that Unit Owner's right of enjoyment to the Common Elements and to ingress and egress to the Occupants of that Owner's Unit.

Section 2. Right of Entry for Repair, Maintenance and Restoration. The Association shall have a right of entry and access to, over, upon and through all of the Condominium Property, including each Unit and the Limited Common Elements, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, and restoration of any items, things or areas of or in the Condominium Property. In the event of an emergency, the Association's right of entry to a Unit may be exercised without notice; otherwise, the Association shall give the Owners or Occupants of a Unit no less than twenty-four hours advance notice prior to entering a Unit. In addition, each Unit Owner shall have a right of entry and access to, over, upon and through the Limited Common Element yard areas of each contiguous Unit, for the sole purpose of enabling the Unit Owner to perform obligations, rights, and duties pursuant hereto with regard to maintenance, repair, and restoration of the Unit Owner's Unit or its appurtenant Limited Common Elements. In the event of an emergency, the Unit Owner's right of entry to adjacent Limited Common Elements may be exercised without notice; otherwise, the Unit Owner shall give the Owners or Occupants of the adjacent Unit no less than twenty-four hours advance notice prior to entering the adjacent Unit Owner's Limited Common Elements.

Section 3. Easements for Encroachments. Each Unit and the Common Elements and Limited Common Elements shall be subject to and benefited by easements for encroachments on or by any other Unit and upon the Common Elements and Limited Common Elements created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, repair, shifting, settlement, or other movement of any portion of the improvements; or by reason of errors on the Drawings. Valid easements for these encroachments and for the maintenance of same, as long as the physical boundaries of the Units after the construction, reconstruction, repairs, etc. will be in substantial accord with the description of those boundaries that appears herein or on the Drawings, shall and do exist so long as the encroachments remain.

Section 4. Easement for Support. Every portion of a building or utility line or any improvement on any portion of the Condominium Property contributing to the support of another building, utility line or improvement on another portion of the Condominium Property shall be burdened with an easement of support for the benefit of all other such buildings, utility lines, improvements and other portions of the Condominium Property.

Section 5. Easements for Proper Operations. Easements to the Association and the Association shall exist upon, over and under all of the Condominium Property for ingress to and egress from, and the installation, replacing, repairing and maintaining of, all utilities, including, but not limited to water, sewer,



gas, telephone, electricity, security systems, master television antennas and cable television, and the road system and all walkways, and for all other purposes necessary for the proper operation of the Condominium Property. By these easements it shall be expressly permissible for the Association to grant to the appropriate public authorities and/or the providing companies and contractors permission to construct and maintain the necessary appurtenances and improvements on, above, across and under the Condominium Property, so long as such appurtenances and improvements do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any public authority or other company furnishing a service request a specific easement, permit, or license, the Board shall have the right to grant such easement, permit, or license without conflicting with the terms hereof. In addition, in the event the Board determines that the grant of easement rights to others is in the best interests of the Association, the Association shall have the right to grant the same, provided that use of the same would not, in the sole judgment of the Board, unreasonably interfere with the use and enjoyment of the Condominium Property by Owners and Occupants.

**Section 6. Easement for Services.** Non-exclusive easements are hereby granted to all police, firemen, ambulance operators, mailmen, delivery men, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Elements in the performance of their duties, subject to such reasonable rules and regulations as the Board may establish, from time to time.

**Section 7. Easements Reserved to Declarant.** Non-exclusive easements are hereby reserved to Declarant, its successors and assigns, over and upon the Common Elements and Limited Common Elements as follows:

- (a) for a two year period of time from the date of the closing by Declarant of the first sale of a Unit to a bona fide purchaser, to access to and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available;
- (b) for the periods provided for warranties hereunder or by law, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Unit purchasers;
- (c) for the initial sales and rental period, to maintain and utilize one or more Units and appurtenances thereto, for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs;
- (d) for so long as Declarant, its successors and assigns, have the right to expand the Condominium, to extend utility lines from the Common Elements onto the Additional Property, and thereafter to service the same; and
- (e) unless and until, if ever, the Condominium has been expanded to encompass all of the Additional Property, to owners and occupants of all or any part of the Additional Property, for pedestrian and vehicular access over the streets and walkways that may from time to time be a part of the Condominium Property, for ingress to and egress from the Additional Property, and each part thereof, and a public street, and to extend the same onto the Additional Property. In this connection, the Association, at all times, shall maintain an unimpeded route of vehicular and pedestrian ingress and egress over and upon the Condominium Property to and from the Additional Property and a public street.

The rights and easements reserved pursuant to the provisions of this section shall be exercised and utilized, as the case may be, in a reasonable manner, and in such way as not to unreasonably interfere with the operation of the Association and the rights of Owners and Occupants of Units.

**Section 8. General.** Unless specifically limited herein otherwise, the easements described herein shall run with the land and pass with the title to the benefited properties, shall be appurtenant to the properties benefited thereby, shall be enforceable by the owners of the properties benefited thereby, and shall be perpetual. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any or all of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easements but the same shall be deemed conveyed or encumbered, as the case may be, along with the Unit.

**Section 9. Power of Attorney.** Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association or its designated representative, as his, her or its attorney-in-fact, to execute, deliver, acknowledge and record, for and in the name of such Unit Owner, such deeds of easement, licenses, permits, and other instruments as may be necessary or desirable, in the sole discretion of the Board, or its authorized representative, to further establish or effectuate the foregoing easements and rights. This power is for the benefit of each and every Unit Owner, the Association, and the real estate to which it is applicable, runs with the land, is coupled with an interest, and is irrevocable.

## ARTICLE XV

### ASSESSMENTS AND ASSESSMENT LIENS; RESERVE FUNDS

Section 1. Types of Assessments. The Declarant for each Unit within the Condominium hereby covenants and agrees, and each Unit Owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed) is deemed to covenant and agree, to pay to the Association: (a) operating assessments, (b) special assessments for capital improvements, and (c) special individual Unit assessments, all of such assessments to be established and collected as hereinafter provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote and provide for the health, safety and welfare of Unit Owners and Occupants and the best interests of the Condominium Property.

#### Section 3. Elements-Appportionment: Due Dates.

##### (a) Operating Assessments.

(1) Prior to the time any Unit Owner is to be charged assessments by the Association, the Board shall establish for the remainder of the Association's fiscal year, and prior to the beginning of each fiscal year of the Association thereafter, the Board shall estimate for the next fiscal year, and, in each case, prorate among all Units and their Owners on the basis of the undivided interest of each Unit in the Common Elements, common expenses of the Association, consisting of the following:

- a. that period's estimated cost of the maintenance, repair, and other services to be provided by the Association;
- b. that period's estimated costs for insurance premiums to be provided and paid for by the Association;
- c. that period's estimated costs for utility services not separately metered or charged to Unit Owners;
- d. the estimated amount required to be collected to maintain a working capital reserve fund, to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board, but in no event less than an amount equal to two months' currently estimated assessments on all Units;
- e. an amount deemed adequate by the Board to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and
- f. that period's estimated costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

(2) The Board shall thereupon allocate to each Unit that Unit's share of all of these items, prorated in accordance with each respective Unit's undivided interest in the Common Elements, and thereby establish the operating assessment for each separate Unit. For administrative convenience, any such assessment may be rounded so that monthly installments will be in whole dollars.

(3) The operating assessment shall be payable in advance, in equal monthly installments, provided that nothing contained herein shall prohibit any Unit Owner from prepaying assessments in annual, semiannual, or quarterly increments. The due dates of any such installments shall be established by the Board, or, if it fails to do so, an equal monthly pro rata share of the annual operating assessment for a Unit shall be due the first day of each month.

(4) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units and their Owners on the same basis as heretofore set forth, provided, that if common expenses are incurred by the Association prior to the time the Association commences to levy assessments against Units, Declarant shall pay the same (subject to its right, if any, to

reimbursement from Unit purchasers contained in individual contracts for the sale of a Unit or Units).

(5) If assessments collected during any such period are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, or as reductions in future assessments, as determined by the Board, in its sole discretion, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit Owners.

(6) So long as the Declarant is in control of the Association, Declarant shall not use any part of the working capital reserve fund to defray Declarant's expenses, reserve contributions or construction costs, or to make up any budget deficits, and shall maintain the working capital reserve fund in a segregated account and transfer the same to the Association for deposit to a segregated account at or prior to the time Unit Owners other than Declarant control the Association. Each Unit's share of the working capital reserve fund shall be collected either at the time the sale of the Unit is closed or when control of the Association is vested in Unit Owners other than Declarant, whichever is earlier, without prejudice to Declarant's right to recover its contribution from purchasers of Units from Declarant subsequent to such vesting of control.

(b) Special Assessments for Capital Improvements.

(1) In addition to the operating assessments, the Board may levy, at any time, special assessments to construct, reconstruct or replace capital improvements on the Common Elements to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements (except new capital improvements required to comply with applicable law or governmental regulation, or to correct any deficiency or defect creating a safety or health hazard to Occupants) shall not be constructed nor funds assessed therefor, if the cost thereof in any fiscal year would exceed an amount equal to five percent (5%) or more of that fiscal year's budget, without the prior consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners and the consent of Eligible Mortgagees hereinafter provided.

(2) Any such assessment shall be prorated among all Units and their Owners in proportion to their respective undivided interests in the Common Elements, and shall become due and payable on such date or dates as the Board determines following written notice to the Unit Owners.

(c) Special Individual Unit Assessments. The Board shall levy assessments against an individual Unit, or Units, and the Owner or Owners thereof, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of making repairs or obtaining insurance the responsibility of a Unit Owner, the cost to reimburse the Association for that Unit Owner's Unit's share of any utility cost that the Board, or its designee, reasonably determines is attributable to that Unit Owner's Unit, and a Unit Owner's interest, late charges, enforcement, and arbitration charges). Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit Owners subject thereto. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit Owner for his, her or its share of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common Elements attributable to that Unit. The calculation by the Association of the Units' shares of taxes and assessments shall be binding upon all Unit Owners.

Section 4. Effective Date of Assessment. Any assessment created pursuant hereto shall be effective, provided it is created as provided herein, if written notice of the amount thereof is sent by the Board to the Unit Owner subject thereto at least ten (10) days prior to the due date thereof, or if to be paid in installments, the due date of the first installment thereof. Written notice mailed or delivered to a Unit Owner or Unit Owner's Unit shall constitute notice to that or those Unit Owners, unless the Unit Owner or Unit Owners have delivered written notice to the Board of a different address for such notices, in which event the mailing of the same to that last designated address shall constitute notice to that Unit Owner or those Unit Owners.



Section 5. Effect of Nonpayment of Assessment; Remedies of the Association.

(a) If any installment or portion of any installment of an assessment is not paid within at least ten (10) days after the same is due, the entire unpaid balance of the assessment shall immediately become due and payable, without demand or notice, unless the Board, in its sole discretion, determines not to accelerate the installments.

(b) If any installment or portion of any installment of an assessment is not paid within at least ten (10) days after the same is due, the Board, at its option, and without demand or notice, may (i) charge interest on the entire unpaid balance (including the accelerated portion thereof) at such rate as the Board, from time to time, establishes by rule; or if the Board fails to establish a rate by rule, at the rate of eight percent (8%) per annum, (ii) charge a reasonable, uniform, late fee, as established from time to time by the Board, by rule, and (iii) charge the cost of collection, including attorney fees and other out-of-pocket expenses.

(c) Operating and both types of special assessments, together with interest, late fees, and costs, including attorney fees, shall be a charge in favor of the Association upon the Unit against which each such assessment is made.

(d) At any time after any assessment or any installment of an assessment, or any portion of any installment of an assessment levied pursuant hereto remains unpaid for thirty (30) or more days after the same has become due and payable, a certificate of lien for the unpaid balance of that assessment, including all future installments thereof, interest, late fees, and costs, including attorney fees, may be filed with the \_\_\_\_\_ County Recorder, pursuant to authorization given by the Board. The certificate shall contain a description or other sufficient legal identification of the Unit against which the lien exists, the name or names of the record Owner or Owners thereof, and the amount of the unpaid portion of the assessments and charges, and shall be signed by the president or other chief officer of the Association.

(e) The lien provided for herein shall become effective from the time a certificate of lien or renewal certificate was duly filed therefor, and shall continue for a period of five (5) years unless sooner released or satisfied in the same manner provided by law in the State of Ohio for the release and satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge the lien.

(f) Any Unit Owner who believes that an assessment chargeable to that Unit Owner's Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the Court of Common Pleas of \_\_\_\_\_ County for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Unit and its Owners, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(g) Each such assessment together with interest, late fees, and costs, including attorney fees, shall also be the joint and several personal obligations of the Unit Owners who owned the Unit at the time when the assessment fell due. The obligation for delinquent assessments, interest, late charges and costs shall not be the personal obligation of that Owner or those Owners' successors in title unless expressly assumed by the successors, or required by applicable law, provided, however, that the right of the Association to a lien against that Unit, or to foreclose any lien thereon for these delinquent assessments, interest, late charges and costs, shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby, except as provided in Section 6 of this Article.

(h) The Association, as authorized by the Board, may file a lien or liens to secure payment of delinquent assessments, interest, late fees, and costs, including attorney fees, bring or join in an action at law against the Owner or Owners personally obligated to pay the same, and an action to foreclose a lien, or any one or more of these. In any foreclosure action, the Owner or Owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action. The Association in any foreclosure action involving a Unit or Units shall be entitled to become a purchaser at the foreclosure sale. In any such foreclosure action, interest and costs of such action (including attorneys' fees) shall be added to the amount of any such assessment, to the extent permitted by Ohio law.

(i) No claim of the Association for assessments and charges shall be subject to setoffs, off sets, or counterclaims.

(j) No Owner or Owners may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Elements, or any part thereof, or by abandonment of that Owner's or those Owners' Unit.

(k) Assessments shall run with the land, are necessary to continue the care, repair and maintenance of Units and their undivided interests in the Condominium Property, and to continue to provide utility and security service, and, accordingly, assessments accruing or becoming due during the pendency of bankruptcy proceedings shall constitute administrative expenses of the bankrupt estate.

Section 6. Subordination of the Lien to First Mortgages. The lien of the assessments and charges provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Unit recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments and charges against the mortgaged Unit which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Owner. The foregoing will not relieve any successor Owner from the obligation for assessments accruing thereafter.

Section 7. Certificate Regarding Assessments. The Board shall, upon demand, for a reasonable charge, furnish a certificate signed by the president, treasurer, secretary or other designated representative of the Association, setting forth whether the assessments on a specified Unit have been paid. This certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

## ARTICLE XVI

### CONDOMINIUM INSTRUMENT REQUIREMENTS

Section 1. General. The Act and institutional mortgagees require that certain information and lawfully binding obligations be set forth in the Condominium Instruments. Much of this is provided elsewhere in the Condominium Organizational Documents and in other documents, but in order that all such information and obligations be provided in this Declaration, various items of that information and of those obligations are set forth in the following sections of this article.

Section 2. Deposits. Any deposit or down payment made in connection with a sale of a Unit by Declarant or its agent will be held in trust or escrow until delivered at the time of the closing of the sale or returned to or otherwise credited to the buyer, or forfeited to the Declarant. If, in the case of any such sale, a deposit or down payment of two thousand dollars or more is held for more than ninety (90) days, interest at the rate of at least four percent per annum for any period exceeding ninety (90) days shall be credited to the buyer at the time of the closing of the sale or upon return or other credit made to the buyer, or added to any forfeiture to the Declarant. Deposits held in trust or escrow pursuant to sales by Declarant or its agent shall not be subject to attachment by creditors of Declarant or the buyer. Payments for options and extras shall not be, nor be deemed to be, "deposits or down payments" and are not subject to the foregoing.

Section 3. Association Control. Except in its capacity as a Unit Owner of unsold Units, the Declarant or its agent will not retain a property interest in any of the Common Elements after control of the Association is assumed by the Association, except as expressly provided herein. The Owners of Units that have been sold by the Declarant or its agent will assume control of the Association and the Common Elements, as elsewhere provided herein, in compliance with the requirements of the Act.

Section 4. Limited Warranties. Declarant provides to each purchaser of a Unit from it certain limited warranties which are described in a development statement provided to each purchaser at or prior to the time the purchaser enters into a contract to purchase a Unit.

Section 5. Declarant's Obligations. Declarant will be vested with the rights and be subject to the duties of a Unit Owner in its capacity as Owner of Units not yet sold, set forth herein, or in any other Condominium Instrument, or established by law, including, without limitation, the obligation to pay common expenses attaching to such Units, from a date no later than that upon which common expenses are first charged with respect to any other Unit.

Section 6. Unit Owners' Rights and Obligations. Each Unit Owner will be vested with the rights and be subject to the duties of a Unit Owner set forth herein, or in any other Condominium Instrument, or established by law, during the time of that Owner's ownership of a fee simple interest in a Unit.

## ARTICLE XVII

### EXPANSIONS

Section 1. Reservation of Expansion Option. Declarant expressly reserves the option to expand the Condominium Property but only within the limitations, and subject to the terms, set forth in this article.

Section 2. Limitations on Option. Declarant has no limitations on its option to expand the Condominium Property except as provided in this article, or elsewhere in this Declaration, and except as otherwise so expressly limited, has the sole right, power, and authority to expand the Condominium Property.

Section 3. Maximum Expansion Time. Except as hereinafter provided, Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven years from the date this Declaration is filed for record. Notwithstanding the foregoing, Declarant, with the consent of a majority of the Unit Owners other than it, may extend its option to expand the Condominium Property for an additional seven years, if it exercises its right to so renew within six months prior to the expiration of that initial seven year period. Declarant shall have the right to waive its option to expand at any time. There are no other circumstances that will terminate the option prior to the expiration of the time limit.

Section 4. Legal Descriptions. Legal descriptions, by metes and bounds, of all of the land that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Act as part of this Condominium, are attached hereto and marked "Exhibit E", and, together with any improvements placed thereon and added hereto, is referred to herein as "the Additional Property".

Section 5. Composition of Portions Added. Neither all nor any portion of the Additional Property must be added to the Condominium Property, nor, if any of the Additional Property is added, shall it be required that a particular portion of the Additional Property must be added, provided that portions added meet all other requirements set forth in this Article and provided, further, that all improvements a part of the Additional Property added to the Condominium Property shall be substantially completed prior to the addition. There are no limitations fixing the boundaries of portions added, or regulating the order in which portions are added.

Section 6. Time for Adding Portions. Portions of the Additional Property may be added to the Condominium Property from time to time, and at different times, within the time limits previously described.

Section 7. Improvement Location Limitations. There are no established or defined limitations as to the location of any improvements that may be made on any portion of the Additional Property added to the Condominium Property except such limitations as may then be in effect by reason of the laws and lawful rules and regulations of the appropriate governmental bodies and authorities having jurisdiction.

Section 8. Maximum Number of Units. The maximum total number of Units that may be created on the Additional Property and added to the Condominium Property is \_\_\_\_\_ ( ), provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling Units or other improvements that may be constructed on all or any portion of the Additional Property that is not added to the Condominium Property. Subject to the foregoing total maximum of Units that may be added to the Condominium Property, there is no limit as to the maximum number of Units per acre that may be created on any portion of the Additional Property added to the Condominium Property other than as may, from time to time, be imposed by law.

Section 9. Non-Residential Uses. No Units may be created on the Additional Property or portions thereof and added to the Condominium Property that is not restricted exclusively to residential use.

Section 10. Compatibility of Structures. All structures erected on all or any portion of the Additional Property and added to the Condominium Property will be consistent and compatible with structures then on the Condominium Property in terms of quality of construction, the principal materials to be used, and architectural style, and design. Comparable style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not comparable because of variances in setbacks or locations of structures in relation to other improvements, or changes in size, design or finish detail.

Section 11. Improvements Other than Structures. If all or a portion of the Additional Property is added to the Condominium Property, drives, sidewalks, yard areas, storm water drainage facilities, and other improvements similar to those then on the Condominium Property shall be constructed on that Additional Property, and no other non-structural improvements. Improvements other than structures added to the Condominium Property shall not include improvements except of substantially the same kind, style, design, and quality as those improvements then on the Condominium Property.

Section 12. Types of Units. All Units that are created on all or any portion of the Additional Property and added to the Condominium Property shall be of the same types as the types of Units then on the Condominium Property, or as otherwise described herein, provided, however, that any such Units shall be deemed of the same types, notwithstanding changes in interior layout, or changes in design or finish detail, or in size.

Section 13. Limited Common Elements. Declarant reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property to create Limited Common Elements therein of substantially the same type and size as those areas now so designated as such. The precise size and number of such newly created Limited Common Elements cannot be ascertained precisely, because those facts will depend on how large each portion added may be, the size and location of the buildings and other improvements on each portion, and other factors presently undetermined.

Section 14. Supplementary Drawings. Attached hereto and marked "Exhibit F" is a sketch drawing showing the location and relationship of the Condominium Property and the Additional Property. Declarant does not consider any other drawings or plans presently appropriate. However, at such time as



Declarant adds all or any portion of the Additional Property to the Condominium Property it shall file drawings with respect to the Additional Property as required by the Act.

Section 15. Procedures for Expansion. All or any portion of the Additional Property shall be added to the Condominium Property by the execution and filing for record by the Declarant, or its successor as owner of the portion added and as assignee of the right to expand the Condominium, in the manner provided by the Act, of an amendment to the Declaration that contains the information and drawings with respect to the Additional Property and improvements thereon added required by the Act.

Section 16. Effects of Expansion. Except as hereinafter specifically provided otherwise, upon the recording with the \_\_\_\_\_ County Recorder of an amendment to the Declaration adding all or any portion of the Additional Property to the Condominium Property:

(a) the added portion shall thereafter be subject to and benefited by all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions, and assessment plan set forth herein shall run with, bind, and benefit the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property, provided, that non-exclusive easements are reserved to Declarant, its successors and assigns, over and upon the Common Elements and Limited Common Elements in property added to the Condominium (i) for a two year period of time from the date of the closing by Declarant of the first sale of a Unit in that property added to a bona fide purchaser, for access to and for the purpose of completing improvements in that portion added, (ii) for the periods provided for warranties, or by law, for purposes of making repairs required pursuant to warranties, and (iii) for the initial sales and rental period for Units in that property added, to maintain and utilize one or more of those Units and/or portions of the Common Elements and appurtenances thereto, for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs;

(b) the Owner or Owners of a Unit or Units in the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members, including, without limiting the generality of the foregoing, one vote for each Unit owned by that Owner or those Owners;

(c) the undivided interests of Units in the Common Elements, as so expanded, shall be reallocated on the basis of each Unit, including those added, having an equal par value of one (1.00) and, thus, resulting in each Unit, including those added, having an equal undivided interest;

(d) with respect to Units added, operating assessments shall commence the later of (i) the first day of the calendar month next following the date the documents adding the Units were duly recorded or (ii) the date established by the Association for the commencement of any operating assessment, and shall be prorated based on the number of full calendar months remaining in the year for which the operating assessments were levied; and

(e) in all other respects, all of the provisions of this Declaration shall include and apply to such additional portions, and to the Owners, mortgagees, and lessees thereof, with equal meaning and of like force and effect; and

## ARTICLE XVIII

### NOTICES TO AND VOTING RIGHTS OF LENDING INSTITUTIONS

Section 1. Notices. Any Eligible Mortgagee, upon written request to the Association (which request states the name and address of such Eligible Mortgagee and the Unit designation), shall be entitled to timely written notice by the Association of:

(a) any proposed addition to, change in, or amendment of the Condominium Organizational Documents of a material nature, including any addition to, change in, or amendment of any provision establishing, providing for, governing, or regulating: (i) voting rights; (ii) increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or priority of such liens; (iii) reductions in reserves for maintenance, repair, and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Elements (including the Limited Common Elements), or rights to their use; (vi) redefinition of boundaries of any Unit; (vii) convertibility of Units into Common Elements or vice versa; (viii) expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (ix) hazard or fidelity insurance requirements; (x) imposition of any restrictions on the leasing of Units, (xi) imposition of any restrictions on a Unit Owner's right to sell or transfer that Owner's Unit; (xii) if the

Condominium consists of fifty (50) or more Units, a decision by the Association to establish self-management if professional management had been required previously by the Condominium Instruments or by an Eligible Mortgagee; (xiii) restoration or repair of the Condominium Property after damage or partial condemnation in a manner other than specified in the Condominium Instruments; (xiv) termination of the legal status of the Condominium after substantial destruction or condemnation occurs; or (xv) expressly benefiting mortgage holders, insurers, or guarantors. No addition to, change in, or amendment of the Condominium Organizational Documents shall be considered material if it is for the purpose of correcting technical errors, or for clarification only.

(b) any proposed decision or action that: (i) terminates professional management and establishes self-management when professional management has been required previously by an Eligible Mortgagee; (ii) causes restoration or repair of the Condominium Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Organizational Documents; (iii) substantial damage or destruction not be restored; (iv) the Condominium Property be renewed or rehabilitated; (v) significant new capital improvements not replacing existing improvements be constructed; or (vi) would, without addition to, change in, or amendment of the Condominium Organizational Documents, make any change with respect to the items described in subparagraph (a) of Section 1 of this Article.

(c) (i) any condemnation or casualty loss that affects either a material portion of the Condominium Property or the Unit securing its mortgage; (ii) any delinquency for sixty (60) days in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage; (iii) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (iv) any proposed action that requires the consent of a specified percentage of Eligible Mortgagees. A holder, insurer or guarantor of a first mortgage lien on a Unit which has sent a written request to the Association stating both its name and address and the Unit designation or address of the Unit on which it holds, insures or guarantees the mortgage shall be entitled to timely written notices of the events described in this subsection (c).

Section 2. Voting Rights. No action with respect to which Eligible Mortgagees are entitled to notice, as provided in subparagraphs (a) or (b) of Section 1 of this Article, may be taken without the consent of Eligible Mortgagees of Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Mortgagees appertain, provided, further, that no action to terminate the Condominium or that would have that effect other than by reason of substantial destruction or condemnation of the Condominium Property, shall be taken without the consent of Eligible Mortgagees of Units to which at least seventy-five percent (75%) of the votes of Units subject to mortgages held by Eligible Mortgagees appertain.

Section 3. Approval Rights. Notwithstanding any other provision hereof, if a federal or other nationally broad-based institutional mortgagee, guarantor, or insurer of residential home loans:

(a) holds, insurers, or guarantees payment of all or part of a mortgage secured loan on one or more Units in the Condominium;

(b) has not theretofore approved a plan of expansion of the Condominium to which a proposed addition to the Condominium conforms; and

(c) requires approval of proposed additions to the Condominium,

neither the Additional Property nor any part thereof may be added to the Condominium without the prior written consent of such holder, insurer, or guarantor.

## ARTICLE XIX

### AMENDMENTS

Section 1. Power to Amend. Except as otherwise specifically provided herein, additions to, changes in, or amendment of this Declaration (or the other Condominium Organizational Documents) or the taking of any of the actions which require the consent of Eligible Mortgagees exercising fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Mortgagees, as provided elsewhere herein, shall, in addition to such consents of Eligible Mortgagees, require the consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners. Notwithstanding the foregoing:

(a) the consent of Unit Owners exercising not less than one hundred percent (100%) of the voting power of Unit Owners shall be required for any amendment effecting a change in:

(i) the boundaries of any Unit;

(ii) the undivided interest in the Common Elements appertaining to a Unit or the liability for common expenses appertaining thereto;

or (iii) the number of votes in the Association appertaining to any Unit

(iv) the fundamental purposes to which any Unit or the Common Elements are restricted;

(b) the consent of Unit Owners exercising not less than eighty percent (80%) of the voting power of Unit Owners and the consent of Eligible Mortgagees exercising sixty-seven percent (67%) of the votes of Units subject to mortgages held by Eligible Mortgagees shall be required to terminate the Condominium;

(c) in any event, Declarant reserves the right and power, and each Unit Owner by acceptance of a deed to a Unit is deemed to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant), for so long as Declarant owns any Unit, to amend the Condominium Organizational Documents, to the extent necessary to (i) conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty, or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of a mortgage on a Unit, provided that the appropriate percentage (as described elsewhere herein) of Eligible Mortgagees is obtained (if required), or (ii) correct typographical or factual or obvious errors or omissions the correction of which would not impair the interest of any Unit Owner, mortgagee, insurer, or guarantor, provided, further, that if there is a Unit Owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant; and

(d) in any event, there is reserved to the Association, through its Board, from and after such time as Declarant no longer owns any Unit, the right and power, and each Unit Owner by acceptance of a deed to a Unit is deemed to and does give and grant to the Association, through its Board, a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by the Board), to amend the Condominium Organizational Documents to the extent necessary to correct typographical or factual errors or omissions the correction of which would not impair the interest of any Unit Owner, mortgagee, insurer, or guarantor.

An Eligible Mortgagee of a Unit who receives a written request to approve changes, additions, or amendments sent by certified or registered mail, return receipt requested, and who does not deliver or post to the requesting party a negative response within thirty (30) days after receipt of the same, shall be deemed to have approved such request.

**Section 2. Method to Amend.** An amendment to this Declaration (or the Drawings or the Bylaws), adopted with the consents of Unit Owners and Eligible Mortgagees hereinbefore required, shall be executed with the same formalities as to execution as this Declaration by two officers of the Association and shall contain their certification that such amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in Declarant or any duly empowered successor Declarant by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the \_\_\_\_\_ County Auditor and Recorder.

## ARTICLE XX

### GENERAL PROVISIONS

**Section 1. Covenants Running With the Land.** The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

**Section 2. Actions.** In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting the Declarant), the Association, and each Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Bylaws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium Organizational Documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, provided, the Association shall have the right to assess



reasonable charges against a Unit Owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration, and provided, further, that neither the Association nor its directors, officers, or other representatives, shall be liable to any Unit Owner or Occupant, or their invitees, for damage to any Unit or any part thereof, or any personal property of such Unit Owner, Occupant or invitee, or for injury to such person, unless the damage or injury was proximately caused by the gross negligence or the intentional tortious act of the Association or such director, officer or other representative. In addition to all other remedies available by law, the Association may use summary abatement or similar means to enforce any provisions hereof or restrictions against the Unit or its use, provided that judicial proceedings shall be instituted before any items of construction may be altered or demolished by summary means.

Section 3. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no wise affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 5. Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

IN TESTIMONY WHEREOF, the undersigned has executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_,  
an Ohio

By \_\_\_\_\_  
\_\_\_\_\_.

STATE OF OHIO  
COUNTY OF \_\_\_\_\_, SS:

This instrument was executed and acknowledged before me by \_\_\_\_\_ of \_\_\_\_\_, an Ohio \_\_\_\_\_, on behalf of said \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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

EXHIBIT C

DECLARATION OF CONDOMINIUM

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CONDOMINIUM

Unit Information

I.	<u>Initial Stage</u>				
	<u>Unit</u>	<u>Unit</u>	<u>Garage</u>	<u>Par</u>	<u>Undivided</u>
	<u>Designation</u>	<u>Type</u>	<u>Spaces</u>	<u>Value</u>	<u>Interest</u>

EXHIBIT D  
DECLARATION OF CONDOMINIUM  

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CONDOMINIUM

<u>Type</u>	<u>Unit Types</u> <u>Description</u>
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**BYLAWS**

**(Code of Regulations)**

**OF**

\_\_\_\_\_ **CONDOMINIUM ASSOCIATION**

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**BYLAWS**  
**(Code of Regulations)**

**OF**

**\_\_\_\_\_ CONDOMINIUM ASSOCIATION**

**ARTICLE I**

**NAME AND LOCATION**

The name of the Association is The \_\_\_\_\_ Condominium Association, ("the Association"), which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio, and which Association is also created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the condominium association for The \_\_\_\_\_ Condominium. The principal office of the Association shall be as set forth in its Articles of Incorporation ("the Articles"), and the place of meetings of Unit Owners (members) and of the Directors (Board of Managers) of the Association shall be at such place in \_\_\_\_\_ County as the Board of Directors ("the Board"), may from time to time designate.

**ARTICLE II**

**DEFINITIONS**

All of the terms used herein shall have the same meanings as set forth in the Declaration of Condominium, ("the Declaration"), recorded simultaneously herewith with the Recorder of \_\_\_\_\_ County, Ohio.

**ARTICLE III**

**HOMEOWNERS (MEMBERS)**

**Section 1. Composition.** Each Unit Owner, as defined in the Declaration, is a member of the Association.

**Section 2. Annual Meetings.** Regular annual meetings of the Unit Owners shall be held in the second calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board, provided, that, in any event, there shall be no more than fourteen (14) months between annual meetings of the members.

**Section 3. Special Meetings.** Special meetings of the Unit Owners may be called at any time by the president or by the Board, or upon written request of Unit Owners entitled to exercise one-fourth (1/4) or more of the voting power of Unit Owners, and when required by the Act.

**Section 4. Notice of Meetings.** Written notice of each meeting of Unit Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before such meeting, to each Unit Owner entitled to vote at such meeting, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such Unit Owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the specific purposes of the meeting, and, in the case of special meetings called by the petition and written request of Unit Owners, the specific motion or motions (other than procedural) to be voted upon.

**Section 5. Conduct of Meetings.** All meetings of the Unit Owners shall be conducted by the Board, and presided over by the president of the Association, or as otherwise directed by the Board.

**Section 6. Quorum; Adjournment.** The Unit Owners present, in person or by proxy, at any duly called and noticed meeting of Unit Owners, shall constitute a quorum for such meeting. Unit Owners entitled to exercise a majority of the voting power of Unit Owners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

**Section 7. Voting Rights.** Each Unit Owner shall be entitled to one vote for each Unit owned in fee simple, and, in the case of a Unit owned by more than one person, a proportionate part of a vote for ownership of an undivided fee simple interest in that Unit, provided, that unless timely challenged by an Owner of a fee simple interest in a Unit, any Owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit. The Board, from time to time, may suspend the right of a Unit Owner or Unit Owners to vote with respect to that Owner's or those Owners' Unit for failure to pay assessments when due, or for failure to observe other of the terms hereof, the Declaration, or rules and regulations of the Association, pursuant to rules and regulations duly adopted by the Board from time to time.



Section 8. Voting Power. Except as otherwise provided in the Condominium Organizational Documents, or by law, a majority of the voting power of Unit Owners voting on any matter that may be determined by the Unit Owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit Owners except as otherwise specifically provided in the Condominium Organizational Documents or by law.

Section 9. Proxies. At any meeting of Unit Owners, a Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. A telegram or cablegram appearing to have been transmitted by a Unit Owner, or a photographic, photostatic, or equivalent reproduction of a writing, appointing a proxy, is a sufficient writing. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit Owner of that Unit Owner's fee simple interest in that Unit, and, in any event, shall not be valid after the expiration of eleven months after it is made unless it specifies the date on which it is to expire or the length of time it is to continue in force.

Section 10. Action In Writing Without Meeting. Any action that could be taken by Unit Owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit Owners or their proxies having not less than seventy five percent (75%) of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominium Organizational Documents, or by law.

#### ARTICLE IV

##### BOARD OF DIRECTORS: (BOARD OF MANAGERS)

Section 1. Initial Directors. The initial directors shall be those three persons named as the initial Directors in the Articles, or such other person or persons as may from time to time be substituted by the Declarant.

Section 2. Successor Directors. No later than the time that \_\_\_\_\_ ( ) Units have been sold and conveyed by the Declarant, the Unit Owners shall meet, and the Unit Owners other than the Declarant shall elect one Director at such meeting to replace whichever Director Declarant designates. Within the earlier of (a) five years from the date of the establishment of the Association, and (b) thirty (30) days after the sale and conveyance, to purchasers in good faith and for value, of \_\_\_\_\_ ( ) Units, the Association shall meet and all Unit Owners, including the Declarant, shall elect six Directors to replace all of those Directors earlier elected or designated by the Unit Owners or Declarant, respectively. The terms of the six Directors shall be staggered so that the terms of one-third (two) of the Directors will expire and successors will be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the two Directors whose terms then expire shall be elected to serve three-year terms. Notwithstanding the foregoing, the Unit Owners, by the vote of Unit Owners exercising not less than a majority of the voting power of Unit Owners, may, from time to time, change the number and terms of Directors, provided, that in any such event the terms of not less than one-third of the Directors shall expire annually. Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Directors or to vote in an election of Directors. In addition, notwithstanding any requirement as to the maximum time period during which Directors appointed by Declarant may serve, Declarant reserves the right, at any time prior thereto, to have the Unit Owners elect Directors and for Declarant to turn over the functions of operation of the Association to those elected Directors.

Section 3. Removal. Excepting only Directors named in the Articles or selected by Declarant, any Director may be removed from the Board with or without cause, by the holders of not less than seventy-five percent of the voting power of Unit Owners. In the event of the death, resignation or removal of a Director other than one named in the Articles or a substitute selected by the Declarant, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit Owners, when a Director shall be elected to complete the term of such deceased, resigned or removed Director. In the event of removal of all Directors, the Unit Owners shall, at the meeting at which all Directors are removed, elect Directors to complete the terms of the removed Directors. Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by the Declarant, and selects the successor of any Director so selected who dies, resigns, is removed or leaves office for any reason before the election of Directors by all of the Unit Owners as provided in the Declaration.

Section 4. Qualification. To qualify for nomination, election or appointment as a Director (other than by Declarant), the prospect must be an individual who is a Unit Owner or Co-Owner of a Unit, the spouse of a Unit Owner or Co-Owner of a Unit, or a designated officer of an entity that is a Unit Owner, and such Unit Owner or Co-Owner of a Unit or the Unit Owner of such spouse must not then be delinquent in the payment of any obligation to the Association, or then be an adverse party to the Association, or its Board or any member thereof (in that member's capacity as a Board member) in any litigation involving one or more of those parties.

Section 5. Nomination. Nominations for the election of Directors to be elected by the Unit Owners shall be made by a nominating committee appointed by the Board, or, if the Board fails to appoint a nominating committee, by the Board itself. Nominations may also be made from the floor at the meetings. The nominating committee, or Board, shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no fewer than the number of vacancies that are to be filled.

Section 6. Election. Unless there are no more nominees than vacancies, election to the Board by the Unit Owners shall be by secret written ballot. At such elections, the Unit Owners or their proxies may cast, in respect to each vacancy, such number of votes as they are entitled to under the provisions of the Declaration. The Persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms. In cases of ties, the winner shall be determined by lot. Cumulative voting is not permitted.

Section 7. Compensation. Unless otherwise determined by the Unit Owners at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of duties as a Director.

Section 8. Regular Meetings. Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board, but not less than quarterly.

Section 9. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by a majority of the Directors, after not less than three days notice to each Director.

Section 10. Quorum. The presence at any duly called and noticed meeting of Directors entitled to cast a majority of the voting power of Directors, in person and/or by participation by means of communications equipment if all persons participating can hear each other and participate, shall constitute a quorum for such meeting.

Section 11. Voting Power. Each Director shall be entitled to a single vote, and, except as otherwise provided in the Condominium Organizational Documents, or by law, vote of a majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, in person or by participation as provided in Section 10, above, shall be sufficient to determine that matter.

Section 12. Action In Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all of the Directors.

Section 13. Powers and Authority. The Board shall exercise all powers and have all authority, under law, and under the provisions of the Condominium Organizational Documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law, and the Condominium Organizational Documents;
- (b) obtain insurance coverage and bonds in amounts no less than that required pursuant to the Declaration;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) fulfill the repair and maintenance responsibilities of the Association set forth in the Declaration;
- (e) establish, enforce, levy and collect assessments, late fees, delinquent interest, and such other charges as are provided for in the Declaration, and adopt, publish, and enforce rules and regulations concerning the same;
- (f) adopt and publish rules and regulations governing the use of the Common Elements and the personal conduct of Unit Owners, Occupants and their guests thereon;
- (g) suspend the voting rights of a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium Organizational Documents);
- (h) declare the office of a member of the Board to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board;

- (i) subject to such approvals, if any, as may be required pursuant to the provisions of Condominium Organizational Documents, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation, management agreements, purchase agreements, utility service agreements, and loan documents, all on such terms and conditions as the Board in its sole and absolute discretion may determine;
- (j) cause funds of the Association to be invested in such reasonable investments as the Board may from time to time determine;
- (k) borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan; and
- (l) do all things and take all actions permitted to be taken by the Association by law, or the Condominium Organizational Documents not specifically reserved thereby to others.

**Section 14. Duties.** It shall be the duty of the Board to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit Owners at each annual meeting of Unit Owners, or at any special meeting when such statement is requested in writing by Unit Owners representing one-half (1/2) or more of the voting power of Unit Owners;
- (b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- (c) cause an annual budget to be prepared;
- (d) as more fully provided in the Declaration, to establish, levy, enforce and collect assessments;
- (e) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- (f) procure and maintain insurance and bonds as provided in the Declaration, and as the Board deems advisable, and monitor and enforce the maintenance of fire and extended coverage insurance on Units by Unit Owners;
- (g) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
- (h) take all other actions required to comply with all requirements of law and the Condominium Organizational Documents.

**Section 15. Delegation of Authority; Management; Contracts.** The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days' written notice; shall be terminable by either party without cause and without penalty, on written notice of ninety (90) days or less; shall not exceed one year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing, provided that, in the case of any professional management contract entered into before control of the Association is vested in Unit Owners other than Declarant, the contract must give the Association the right to terminate it without cause and without penalty at any time after control of the Association has been transferred to or assumed by Unit Owners other than Declarant. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant, as defined by an institutional first mortgagee or an agency or organization which purchases, insures or guarantees first mortgages, for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts for the providing of maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit Owners at the time entered into under the circumstances then prevailing. In any case, no agreement by the Association executed prior to the transfer to or assumption of control of the Association by Unit Owners other than Declarant shall extend more than one year subsequent to that transfer or assumption of control unless renewed by vote of Unit Owners pursuant to the provisions of these Bylaws.



## ARTICLE V

### OFFICERS

Section 1. Enumeration of Officers. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer need be a member of the Association or a Director. The same person may hold more than one office.

Section 2. Election and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the Association shall be elected by the Board, from time to time, to serve until the Board elects their successors.

Section 3. Special Appointments. The Board may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

- (a) President. The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.
- (b) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit Owners, serve notice of meetings of the Board and of the Unit Owners, keep appropriate current records showing the names of Unit Owners of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.
- (c) Treasurer. The treasurer shall assume responsibility for the receipt and deposit in such bank accounts, and investment of funds in such vehicles, as the Board directs, the disbursement of such funds as directed by the Board, the keeping of proper books of account, the preparation of a proposed annual budget and a statement of income and expenditures to be presented to the Unit Owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit Owners.

## ARTICLE VI

### COMMITTEES

The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

## ARTICLE VII

### BOOKS AND RECORDS

The books, records and financial statements of the Association, including the Declaration, Bylaws and effective rules and regulations, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit Owners, lenders, and the holders, insurers and guarantors of first mortgages on Units, provided, the Association shall not be required to provide to Unit Owners, documents, materials, and information, the disclosure of which the Board in good-faith determines would be inimical to the best interests of the Association and other Unit Owners. Likewise, during normal business hours or under other reasonable circumstances, the Association shall make available to prospective purchasers, current copies of the Declaration, Bylaws, effective rules and regulations, and the most recent annual audited financial statement, if such is prepared.

## ARTICLE VIII

### AUDITS

The Association (through its Board) shall cause the preparation and furnishing of an audited financial statement for the immediately preceding fiscal year when deemed desirable by the Board, and, in any event, within a reasonable time (no later than 120 days of the Associations fiscal year-end)

following a written request (1) from any institutional first mortgage lender, insurer, or guarantor, or appropriate government agency which has an interest or prospective interest in the Condominium, or (2) upon the affirmative vote of Unit Owners exercising a majority of the voting power of Unit Owners.

#### **ARTICLE IX**

##### **FISCAL YEAR**

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of \_\_\_\_\_ of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

#### **ARTICLE X**

##### **AMENDMENTS**

Any modification or amendment of these Bylaws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the \_\_\_\_\_ County Recorder.

IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused these Bylaws to be duly adopted on or as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

\_\_\_\_\_

By \_\_\_\_\_

Sole Member