

HOLLYBROOK

Planned Residential District
Dublin Rd
Concord Township, Ohio
May 20, 2024

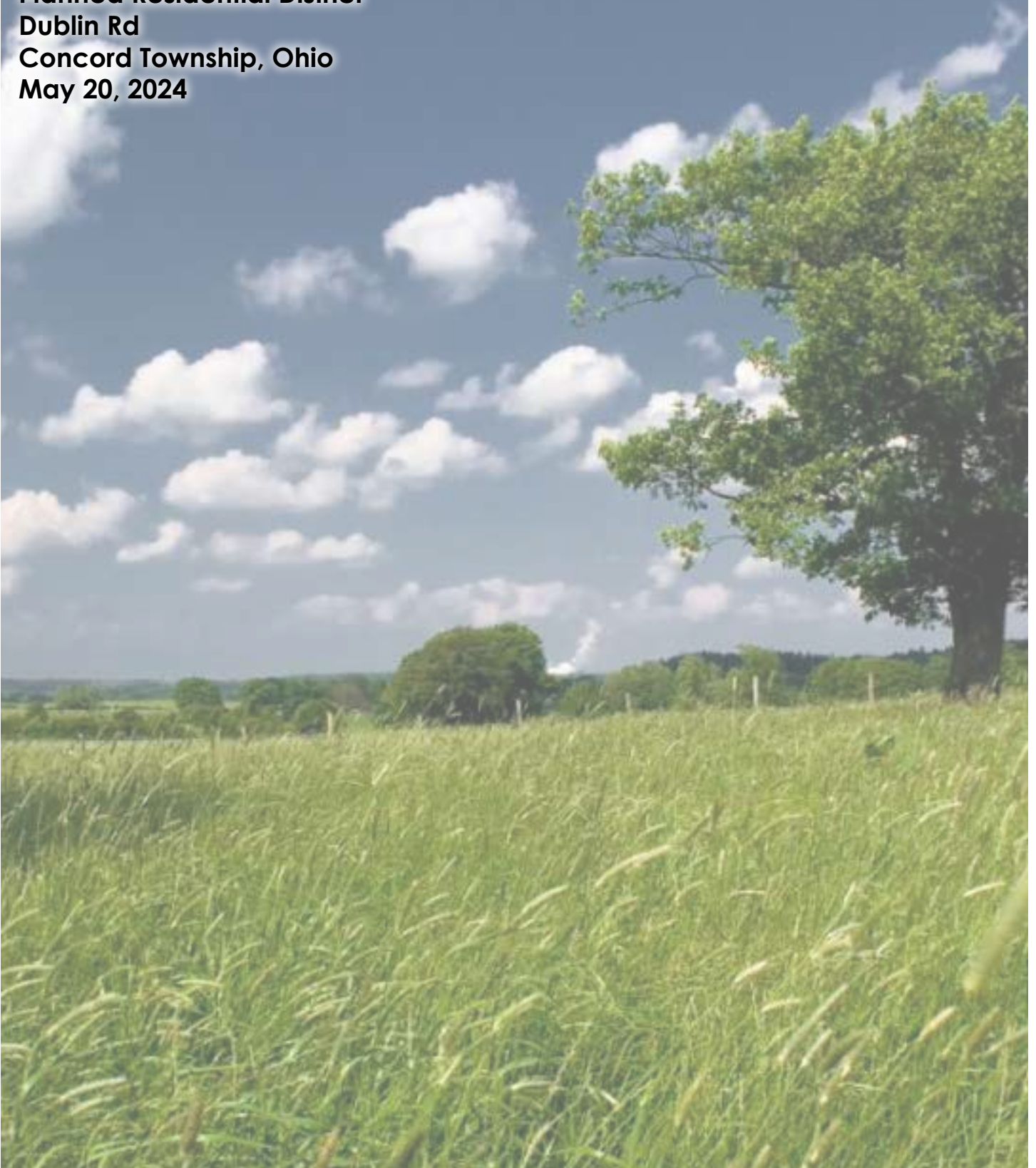


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**CONCORD TOWNSHIP
DELAWARE COUNTY, OHIO**

**APPLICATION
Change in Zoning**

FEE: \$ \$19,592

PURPOSE: REZONING

Note: The initial application fee covers one meeting only.
If the applicant requests tabling, there may be associated
fees for rescheduling.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

SUBMITTAL REQUIREMENTS – The following must be submitted with the correct application fee:

One (1) completed application form signed by property owner(s) or lessee(s); AND arrange the following into fifteen (15) packets:

- ☐ Detailed Development plan in accordance with Section 19.06 c.) of the Concord Zoning Resolution;
- ☐ Current list of all property owners (with complete, current mailing addresses) within 200 feet of exterior boundaries of the land for which the action is requested;
- ☐ Plot plan and subject property showing the proposed location of the structure or change (all drawings must be to scale and must be folded to fit into letter size folder);
- ☐ Any other supporting documentation in regard to this application;
- ☐ Vicinity Map and Aerial Photo of Lot(s); AND
- ☐ Conversation with applicant regarding easements _____ applicant initials.

APPLICATION NUMBER: _____ **DATE FILED:** _____

ADDRESS OF PROPERTY: DUBLIN RD, DELAWARE OH 43015

PARCEL NUMBERS: 600-210-02-026-000 ; 600-210-02-031-000

NAME OF APPLICANT: DUBLINBYCONCORD LTD. C/O KIRAN BASIREDDY

ADDRESS OF APPLICANT: 6660 N HIGH ST, SUITE 1E, WORTHINGTON OH 43085

PHONE: 309-825-8585 **EMAIL:** BASIREDDY.KIRAN@GMAIL.COM

NAME OF OWNER: VIRGINIA AND ROY FARNEMAN CO-TRUSTEES

ADDRESS OF OWNER: 8975 DUBLIN RD, POWELL OH 43065

PHONE: 614-496-8753 **EMAIL:** virginiafarneman@gmail.com

PRESENT ZONING: FR-1 **PRESENT USE:** CROP CULTIVATION

DESCRIPTION OF REQUEST (LAND/STRUCTURE USE): _____

REZONE TO A PLANNED RESIDENTIAL DISTRICT (PRD)

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

Owner/Lessee: _____

Date: 1-9-2024

**Received and
Accepted by:** _____
(Zoning Inspector)

Date: _____

HOLLYBROOK DEVELOPMENT SUMMARY

ZONING CLASSIFICATION	Proposed Acreage for Development	Additional Comments
Planned Residential District	±94.213 Acres	
Total Acres	±94.213 Acres	

PLANNED RESIDENTIAL DEVELOPMENT SUMMARY

Planned Residential Development Data	Proposed for Development	Required by Zoning Code
Development Summary		
Single Family Units	±55.713 Acres	
Open Space	±38.5 Acres (40.00%)	
Total Acres	±94.213 Acres	
Number of Units	140	
73' Frontage Single Family Lots	91	
85' Frontage Single Family Lots	25	
95' Frontage Single Family Lots	24	
Density	±1.49 du/ac	1.5 du/ac plus incentive units
Max. Building Height-All PRD Areas	35'	
Min. Front Yard Setback-SF	30' from Right of Way	As approved in development plan
Min. Side Yard Setback-SF	10' Single Family	As approved in development plan
Min. Rear Yard Setback-SF	25' min.	As approved in development plan
Min. Lot Frontage at Setback	73' /85' /95' Per Unit Type	As approved in development plan
Min. Lot Size	9,855/12,325/13,775 sf Per Unit Type	As approved in development plan
Min. Parking SF	4	3

Application for Planned Residential District (PRD)

May 20, 2024

Property Parcel No.: **600-210-02-026-000, 600-210-02-031-000**

(Dublin Road between Moore Rd to the North and Duffy Drive
to the South)

Applicant: DublinbyConcord LTD.
6660 N. High ST, Suite 1E
Worthington, Ohio 43085

Land Planner: Todd Faris
Faris Planning & Design
4876 Cemetery Rd
Hilliard, Ohio 43026
Phone: 614-487-1964

ARTICLE XI - PLANNED RESIDENTIAL DISTRICT (PRD)

Section 11.01 - PURPOSE: The Township, recognizing that with increased residential areas which take into account unique natural features, contemporary land use concepts, and a balanced residential environment, hereby provides for the Planned Residential District intending hereby to promote the variety and flexibility of land development for residential purposes that are necessary to meet these demands while still preserving and enhancing the health, safety and general welfare of the inhabitants of Concord Township.

Section 11.02 - APPLICATION: The provisions of this article of the Zoning Resolution may be applied only to lands of the Township that have been approved for a zoning map amendment to PRD. An owner of the land in the township that is served by centralized water and sanitary sewer may submit an application of change to PRD zoning under the provisions of this Article. The action of the

Township upon an application processed pursuant to this section shall be considered a legislative act, subject to referendum.

Section 11.03 - PERMITTED USES: Within the Planned Residential District (PRD), the following uses, developed in strict compliance with the approved development plan and standards, shall be permitted:

a) Residential structures may be either single family or multi-family.

This zoning district will consist of +/-94.213 acres and 140 single family homes as shown on Exhibit C-1 Development Plan. There will be outdoor recreation consisting of walking paths, tot lot, and open-air pavilion, as well as CBU locations, as shown on Development Plan Exhibits.

b) Nonresidential uses of a religious, cultural, educational or recreational nature or character to the extent that they are designed and intended to serve the residents of the Planned Residential District. Said facilities may be designed to serve adjoining neighborhoods or residents if they are located in such proximity to the major thoroughfares as to permit access without burdening residential streets.

This use will not be permitted in this zoning district.

c) Public or Private golf courses, country clubs, fishing lakes or similar recreational uses with all buildings and club houses incident thereto including restaurant to serve members and/or users of the facility.

This use will not be permitted in this zoning district.

d) Temporary structures such as mobile office and temporary buildings of a nonresidential character may be used incident to construction work on the premises, or on adjacent public projects, or during a period while the permanent dwelling is being constructed. The user of said structure shall obtain a permit for such temporary use, which shall be valid for six (6) months and may be renewed not more than twice. Renewal of the permit shall be at the discretion of the Zoning Inspector on finding of reasonable progress toward completion of the permanent structure or project. The Zoning Inspector may require provisions for sanitary waste disposal and water supply, as he/she deems necessary. The fees for such permit and renewals thereof shall be established by the Board of Township Trustees. Said temporary structure shall be removed no later than ten (10) days after expiration of said permit.

It is not anticipated that there will be a need for temporary non-residential structures, other than sales and construction trailers. Should temporary non-residential structures be necessary for this zoning district, the proper permits will be obtained as required by the Township Zoning Resolution.

Section 11.04 - CONDITIONAL USES: Within the PRD zoning district the following uses may be permitted, subject to the conditions and restrictions imposed by the Board of Zoning Appeals (BZA) pursuant to the provisions of Article XXVIII of this Resolution. Conditionally permitted uses shall be considered abandoned if said use or uses are not commenced within one (1) year from the date of BZA approval or are discontinued for a period in excess of two (2) years. Unless the conditional use permit specifically provides that the grant shall be permanent and shall run with the land, the sale or conveyance of the land and or structure wherein the same is located or upon which the same is granted shall void the conditional use permit, and the subsequent owner(s) or his/her agent shall be required to apply for a continuation and/or modification of such use(s) to the BZA. A designation by the BZA that a permit is permanent and shall run with the land does not affect the right of authorities to seek redress for failure to comply with conditions imposed. No conditional use shall be implemented until a conditional use permit is issued by the Zoning Inspector.

a) Customary Home Occupations, which are clearly incidental and secondary to residential use, conducted by the resident of a permitted dwelling are subject to the requirements of Section 21.12.

b) Group homes or residential care facilities in which not more than six (6) persons are provided with room, board, specialized care, rehabilitative services, and supervision in a family environment. All such facilities shall have all approvals and/or licenses as required by state or local agencies. In addition to all other conditions deemed necessary, the following conditions shall be imposed by the Board of Zoning Appeals:

1) The facility shall comply with Section 11.07, Development Standards.

2) No exterior alterations of the structure shall be made which depart from the residential character of the building. All new structures shall be compatible in residential design with the surrounding neighborhood.

3) No Group Home should be located within a one (1) mile radius of another such facility.

c) Model Homes, the same being defined as residential type structures used as sales offices by builders/developers and to display the builder's/developer's

product. The same may be furnished within, since its purpose is to display to prospective buyers the builder's/developer's features (such as exterior siding treatment, roofing materials, interior trim, moldings, floor covering, etc.) in the environment of a completed home. Model homes may be staffed by the builder's/developer's sales force. Model homes shall be subject to the following restrictions:

- 1) Hours of operation: All model homes shall be closed between 9:00 P.M. and 9:00 A.M.
- 2) Lighting: All exterior lighting must be down lighting, so that no light shall be cast onto adjoining residential properties. All off-street parking areas must be illuminated. All exterior lighting shall be extinguished at the closing time of the model home.
- 3) Parking: All model homes shall provide off-street paved parking for the public. Such off-street paved parking shall be located as directed by the Board of Zoning Appeals. The number of required parking spaces shall be six (6) per model home.
- 4) Screening and trash receptacles: Landscape drawing shall be required and shall show adequate landscape and screening from adjoining residential lots, together with the clear marking of the boundaries of the model home lot. Trash receptacles shall be provided around the model home for use by the public.
- 5) Termination of use: The use of model homes within a residential subdivision, or within any single phase of a multi-phase subdivision, shall terminate when building permits have been issued for ninety percent of the lots therein.

Section 11.05 - PROHIBITED USES:

- a) Any use not specifically authorized by the express terms of this article of the Zoning Resolution shall be prohibited.
- b) Outdoor storage of inoperable or unlicensed motor vehicles for a period exceeding fourteen (14) days is prohibited. Said vehicles, if stored on the premises, shall be enclosed within a building so as not to be visible from any adjoining property or public road.
- c) No motor home, trailer, camper, boat nor equipment of any type shall be parked in front of the front building line on any lot within this district for more than twenty-four (24) hours in any ten (10) day period. If a dwelling is located on said lot, the building line shall be considered to be the front wall of the dwelling even

if said dwelling is located behind the minimum building line established by this Resolution, or the restrictions in the plat, deed, or development plan.

d) No motor home, mobile home or camper of any type may be occupied by a guest of the resident/owner for more than fourteen (14) days. No more than one motor home, trailer, or camper may be occupied for such a period on any lot of record.

Except as specifically permitted in Section 11.03 (d), no manufactured/mobile home shall be placed or occupied in this district. Modular structures in compliance with the Ohio Building Code and designed for placement on a permanent foundation are acceptable.

e) Agricultural activities as prohibited in Section 6.02 of this Resolution.

f) No trash, debris, unused property, or discarded materials which create an eyesore, hazard or nuisance to the neighborhood or general public shall be permitted to accumulate on any lot or portion thereof.

Section 11.06 – PROCEDURE:

In addition to any other procedures set out in this Resolution, all applications for amendments to the zoning map to rezone lots to this PRD district shall follow the procedures hereinafter set forth:

a) Application - The owner or owners of lots within the Township may request that the zoning map be amended to include such lots in the Planned Residential District in accordance with the provisions of this Resolution.

The developer is submitting the “Property” (hereinafter defined) for consideration of a zoning change from FR-1 to a Planned Residential District (PRD).

The applicant is encouraged to engage in informal consultations with the Zoning Commission prior to formal submission of a development plan and request an amendment of the zoning map, understanding that no statement by officials of the Township shall be binding upon either.

b) Development Plan - Fifteen (15) copies of the development plan shall be submitted to the Zoning Commission with the application, which plan shall include in text and drawing form the following:

1) The proposed boundaries, size and location of the Planned Residential District drawn to scale.

This zoning district consists of approximately +/- 94.213 acres. The legal description has been submitted as part of the zoning application and is attached hereto as Exhibit B-1.

2) The general development character of the lot including the limitations or controls to be placed on residential and related uses, with probable lot sizes, minimum setback requirements, structure location, and other development features.

See Development Plan attached hereto as Exhibit C-1 and declaration of covenants, easements, restrictions attached hereto as Exhibit G-1.

Each owner of a single-family dwelling shall be a member of a homeowners' association (HOA), which shall own and maintain open spaces, community facilities and site amenities. The homeowners' association shall be formed prior to the closing of the sale of the first home from the developer. Prior to the time the HOA is created, the property will be maintained by the developer.

3) Architectural design criteria for all structures and criteria for proposed signs with proposed control procedures.

All front facades of single-family homes constructed shall be comprised entirely of stone, brick, cultured stone, EIFS, wood (including engineered wood), cementitious fiber or stucco, or a combination thereof, except for gutters, soffits and overhangs, entry doors, garage doors and other accents. High grade vinyl or a combination of previous materials for building front facades, may be used on side and rear elevations of homes. Aluminum and/or vinyl may be used for trim details such as soffits, gutters, shutters, gable end accents, etc.

All homes will have a minimum six (6) inch overhangs, a minimum roof pitch of 5/12 on the main structures of the home (accent features such as porches and dormers may have less than 5/12 roof pitch), all front windows will be wrapped with a minimum of four (4) inch wood trim (except when the windows are surrounded by stone or brick) and the garage doors will either have raised panels or decorative accents. The roof pitch on all secondary structures or outbuildings shall be a minimum of 4/12.

Exterior finishes containing high gloss or high chroma colors are prohibited on all structures within the property.

The same front elevations and/or color treatment shall not be repeated for any home located within one (1) lot on either side or directly across the street from the subject home.

See Exhibit F-1 for Architectural Elevations

See Exhibit G-1 for Sample HOA Declaration.

See Exhibit D-7 for specifications and limitations for signage for entranceway.

4) The proposed provisions for water, sanitary sewer and surface drainage with engineering feasibility studies or other evidence of reasonableness.

Water

See Exhibit E-2 for Engineering Feasibility Letter and Exhibit E-3 for Delco Water Serviceability Letter.

Sanitary

See Exhibit E-2 for Engineering Feasibility Letter and Exhibit E-4 for Delaware County Sanitary Engineer Letter.

Surface Drainage

All surface and subsurface storm water provisions will comply with the Delaware County Engineer's Regulations, including detention and retention requirements. The proposed storm water drainage facilities (basins) are shown on the plan. All retention facilities will be wet ponds and detention basins shall be dry. See Exhibit C-1 for Development Plan and Exhibit E-2 for Engineering Feasibility Plan.

All utilities will be underground except for electric and telephone pedestals and/or any other similar appurtenances necessary to service this zoning district.

5) The proposed traffic patterns showing public and private streets and other transportation facilities, including their relationship to existing conditions, topographically.

Access to the development is from a proposed entry drive off a newly constructed collector road which will run east to west from Dublin Road as shown on the Development Plan, attached as Exhibit C-1. All interior streets shall be public and built to Delaware County standards. A proposed secondary emergency access drive is provided through the north section of the site, aligned with Henderson Dr.

The secondary emergency access shall be protected from public access through a design plan with protection details as approved by the Concord Fire Department. The maintenance and upkeep of the emergency access drive shall be the sole responsibility of the HOA. Streets shall be public as approved by the Delaware County Engineer's Office. A non-loaded roadway, as required by the Delaware County Engineer shall be located on the western edge of the site and run North/South, as depicted on Exhibit C-1.

6) The relationship of the proposed development to existing and probable uses of surrounding areas during the development timetable. Include a list of owners and addresses whose property is contiguous to and directly across from the applicant's property according to the most recent County Auditor's tax list.

The site is bounded on the north by single family homes, a Delaware County Water Treatment Plant and agricultural land, on the west by agricultural land, on the south by agricultural land and on the east by Dublin Road and single family lots.

See Exhibit A-1 for a list of surrounding owners and addresses.

7) The proposed size, location, and use of nonresidential portions of the lot including usable open areas, parks, paths, school sites, and other areas with their suggested ownership.

See Development Plan, attached as Exhibit C-1 & Open Space Plan, attached as Exhibit C-4 for open space areas, pathways, and outdoor recreation amenities. There are +/-38.5 acres total open space.

8) A landscape plan in compliance with Section 11.09 of Article XI. In addition to the landscape plan, the applicant shall also provide a written proposed timeframe for implementation of the landscape plan after approval of the development plan so as to provide township officials with definitive guidelines as to when the landscape plan shall be completed.

See Landscape Plans attached as Exhibits D-2 through D-7 & Open Space Plan attached as Exhibit C-4. Landscape will be installed with each phase completion.

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

When zoning and engineering are approved, construction will start in between spring 2025 and fall 2025, and streets and utilities will be developed in three phases. Phase 1 will last for a duration of approximately 12-24 months. Phase 2 shall start near the completion of Phase 1 and will last for a duration of approximately 12-24 months. Phase 3 shall start near the completion of Phase 2. Construction of the housing units will proceed with the pace of home sales.

Landscaping is to be installed with each phase completion. See Phasing Plan Exhibit C-3.

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

This project will be developed in three phases, subject to market conditions and/or weather-related construction and seasonal issues. Each phase is anticipated to take 12-24 months to complete subject to the same market and construction issues, as well as approval timeframes.

11) The ability of the applicant to carry forth the proposed development plan by control of the land and the engineering feasibility of the plan. If the applicant is not the owner, the applicant must have written authorization from the owner.

The applicant currently has a purchase contract for the property.

12) Specific statements of divergence from the development standards in Article XXI, Section 11.07 of Article XI or existing county regulations or standards and the justification therefore. Unless a divergence from these development standards is specifically approved, the same shall apply to any approved development plan.

A divergence to Section 21.09 a.12 is requested to allow driveways to be closer than 100' to an intersection of public roads. All corner lots will require this divergence. This divergence has previously been approved for similar subdivisions in Concord Township and is necessary with corner lots and adjacent T intersections within PRD subdivisions as the lot sizes are under 100 feet. Affected lots include:

Lot #	Distance from road c/l to driveway edge
4	70'
5	55'
37	50'
38	35'
62	93'
78	60'

Lot #	Distance from road c/l to driveway edge
93	62'
94	43'
108	90'
109	95'
127	55'
128	65'

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

At the time of approval of the subdivision plat and engineering plans, a letter of credit from the Developer will be submitted to Delaware County.

c) Criteria for Approval - In approving an application for a Planned Residential District, the reviewing authority shall determine:

1) If the proposed development is consistent in all respects with the purpose, intent, and general standards of this Zoning Resolution.

2) If the proposed development is in conformity with the comprehensive plan or portion thereof as it may apply.

3) If the proposed development advances the general welfare of the township and the immediate vicinity.

d) Effect of Approval - The Development Plan as recommended for approval by the Zoning Commission and approved by the Township Trustees shall constitute all amendments to the Zoning Resolution as it applies to the lands included in the approved amendment. The approval shall be for a period of three (3) years to allow the preparation of plats required by the Subdivision Regulations of Delaware County, Ohio.

Where the land is to be developed in phases, plans for phases subsequent to the first phase shall be submitted in accordance with the timetable in the approved development plan. Unless the required plats are properly recorded and work on said development commenced within three (3) years, the approval shall be voided and the land shall automatically revert to the previous District unless the application for time extension is timely submitted and approved.

e) Extension of Time or Modification - An extension of the time limit or a modification of the approved development plan may be approved by the Zoning Commission and the Township Trustees. Such approval shall be given only upon a finding of the purpose and necessity for such change or extension and evidence of reasonable effort toward the accomplishment of the original development plan, and that such extension or modification is not in conflict with the general health, welfare and safety of the public or development standards of the district. No extension of time shall be granted except on application filed with the Township Zoning Inspector not later than ninety (90) days before the expiration of the three (3) year period prescribed in Section 11.06 (d) as hereinbefore set forth.

f) Site Plans Required - In the Planned Residential District (PRD), no use shall be established or changed, and no structure shall be constructed or altered until the required subdivision plat has been prepared and recorded in accordance with the Subdivision Regulations for Delaware County, Ohio, and this Resolution. The subdivision plat shall be in accord with the approved development plan and shall include:

1) Site arrangement, including building setback lines and space to be built upon within the site; water, fire hydrants, sewer, all underground public utility installations, including sanitary sewers, surface drainage and waste disposal facilities; casements, access points to public right-of-way; and land reserved for non-highway service use with indication of the nature of such use.

See Development Plan, attached as Exhibit C-1 for Development Plan and Exhibit E-1 for Preliminary Utility Plan

2) Deed restrictions, covenants, easements and encumbrances to be used to control the use, development and maintenance of the land, the improvements thereon, and the activities of occupants, including those applicable to areas within the lot to be developed for nonresidential uses.

See Declaration of covenants, easements, and restrictions, attached as Exhibit G-1.

3) In the event that any public service facilities not to be otherwise guaranteed by a public utility have not been constructed prior to recording of the plat, the owner of the project shall post a performance bond in favor of the appropriate public officers in a satisfactory amount ensuring expeditious completion of said facilities within one (1) year after the recording of said plat. In no event, however, shall any zoning certificate be issued for any building or use until such time that the facilities for the phase in which the building or use is located are completed.

At the time of approval of the engineering plans, a letter of credit from the Developer will be submitted to Delaware County.

g) Administrative Review - All plats, construction drawings, restrictive covenants and other necessary documents shall be submitted to the Zoning Inspector or his/her designated technical advisors for administrative review to ensure substantial compliance with the development plan as approved. The Board of Trustees may, from time to time, establish fees to be deposited for each administrative review in order to defray the costs associated with such review.

Section 11.07 – DEVELOPMENT STANDARDS: In addition to any other provisions of this Resolution the following standards for arrangement and development of lands and buildings are required in the Planned Residential District:

a) Intensity of Use - The maximum density shall be one and one-half (1 1/2) dwelling units per gross acre within the area to be developed, unless a divergence is approved in accordance with Section 11.06 of this Article.

The Development is proposed to be +/-1.49 du/ac.

b) Arrangement of Structures

1) Setback Line - The physical relationships of buildings and uses and their minimum yard spaces shall be developed in compliance with the approved plan and the provisions of Article XXI unless a variance is approved.

See Development Plan, attached as Exhibit C-1, for setbacks as established by this plan.

2) Building Height Limits - No building in this district shall exceed thirty-five (35) feet in height measured from the finished grade established not closer than fifteen (15) feet to the exterior wall of the structure. Barns, silos, grain bins, grain handling conveyors, church spires, domes, flag poles and elevator shafts are exempted from any height regulation and may be erected to any safe height. No windmill, aerial, antenna or tower shall be constructed to a height greater than the distance from the center of the base thereof to the nearest property line of said lot.

This zoning district will meet the building height limitation requirements.

3) Structure Separation – No structure shall be located closer than twenty (20) feet to another structure and shall be measured from the greater of roof overhangs, cantilevers of the structure, generators, egress window wells and all other structures attached to a primary residence.

c) Building Dimension (Floor space requirements) - Each single-family dwelling hereafter erected in this district shall have a living area based upon design of the structure:

Ranch/Single Story Dwelling with No Loft	1,500 square feet
Single -Story Dwelling with Loft	1,500 square feet
Two-Story Dwelling	2,000 square feet

Any other design of dwelling not referenced herein shall have a living area not less than one thousand five hundred square feet (1,500) square feet. All such living areas shall be exclusive of basements, porches, or garages.

All multi-family buildings constructed within this district shall contain the following minimum living area, to wit:

One (1) bedroom unit	800 square feet
Two (2) bedroom unit	950 square feet
Three (3) or more bedroom units	1,000 square feet

The minimum square footage of proposed single-family homes shall meet this zoning requirement.

d) Landscape – All proposed developments within the Planned Residential District shall comply with the Concord Township Planned Residential District Landscape Standards incorporated in Section 11.09.

This zoning district will meet the Section 11.09 landscaping requirements through a combination of preservation of existing landscape and trees, the incorporation of new mounding and landscape as shown on the Landscape Plans, Exhibits D-1, D-2, D-2.1, D-3, D-3.1, D-4, D-5, and D-6.

e) Building Materials - All residential structures proposed in this district shall incorporate natural finishes or synthetic materials as approved by the Zoning Commission and/or the Board of Trustees. Any approved materials must be incorporated on the approved development plat.

See Architectural Design Criteria, 11.06 b.3. for materials

f) Multi Use Paths – All developments in this district must incorporate multi-use paths with a minimum width of eight (8) feet and shall, to the extent reasonably possible, connect with other multi-use paths and/or sidewalks on adjacent properties.

There shall be a 10' wide multi-use asphalt path located along Dublin Road, and 5' wide asphalt/concrete walkways, connecting open space areas, provided within the interior of the proposed development as depicted on Development Plan. There shall be an 8' wide multi-use asphalt/concrete path parallel to the proposed Collector Road 1 that will provide pedestrian access from Dublin Road to the main entrance to the development. There shall be an 8' wide multi-use asphalt/concrete path that parallels the proposed Collector Road 2. There shall be a 5' wide concrete sidewalk on both sides of all roadways within the development per county road standards. Exhibit C-1.

g) Site Development - To the maximum extent possible, all-natural drainage courses, vegetation, and contours in excess of six (6%) percent shall be maintained.

This zoning district will meet the above requirement.

h) Parking - Off-street parking shall be provided at the time of construction of the main structure or building with adequate provisions for ingress and egress according to the development plan. In preparing and approving the parking plan, provisions of Article XXI shall be incorporated when appropriate.

Each single-family home will have at least a two (2) car garage as well as two (2) parking spaces available in the driveway.

i) Signs - Except as provided under the provisions of this article for home occupations or as controlled by Article XXII and except as permitted by the Board of Zoning Appeals incident to Conditional Uses, no signs shall be permitted in this district except a "For Sale" or "For Rent" or "For Lease" sign advertising the tract on which the said sign is located. Such sign shall not exceed four (4) square feet in area on either side.

The owner or developer of a subdivision or similar area, upon the conditions and for the time period established by the Zoning Commission, may erect one sign not exceeding thirty-two (32) square feet in area per site advertising said subdivision, development or lot for sale.

Signage shall meet the requirements above. Temporary marketing signage will be utilized and will meet the requirements above. This signage shall be allowed to be placed once approved and remain until ninety-five percent of the homes are sold.

Monument entry sign will be placed at the primary entrance off Collector Road 1. One signage pillar will be placed at the entry point off Collector Road 2.

Double sided monument sign will have a maximum height of 8' and a maximum display area of 32 square feet per side. Pillar signage will have a maximum height of 6' and a maximum of 6 square feet of display area.

Monument entry sign will be lighted with down lighting in accordance with zoning code Section 22.06 b. Signage pillar and temporary signage will not be lighted.

See signage locations as shown on Exhibit C-1. See signage details as shown on Exhibits D-7.

j) Construction and Maintenance of Improvements within Right-of-Way - Unless otherwise specifically required by applicable law, the construction and

maintenance of all improvements behind the curb line or the edge of pavement including but not limited to drainage improvements, landscape improvements, sidewalks and/or driveways approaches shall be the responsibility of the abutting property owner.

This zoning district will meet the above requirement.

k) Special Additional Conditions - The Township Zoning Commission may recommend and the Township Trustees may impose special additional conditions relating to the development with regard to type and extent of public improvements to be installed; landscape, development, improvement, and maintenance of common open space and any other pertinent development characteristics.

l) Exterior Lighting - All exterior lighting fixtures will be shaded wherever necessary to avoid casting direct light upon any adjoining property located in a Residential District.

This zoning district will meet the above requirement. No streetlights are proposed.

m) Performance Standards - All uses within this district shall be in compliance with the provisions of Article XXI, Section 21.11.

This zoning district will meet the above requirement.

n) Accessory Building- No part of any accessory building shall be located in the front yard.

This zoning district will meet the above requirement.

o) Curbs and Base Coat - Curbs and base coat of an approved ODOT material of rolled, compacted concrete (RCC) or asphalt material shall be in place before zoning permits will be issued by the township.

This zoning district will meet these requirements.

Section 11.08 - EXTENSION OF TIME/MODIFICATION OF FINAL DEVELOPMENT PLAN:

a) An extension of the time limit for either filing the required subdivision plat, recording the approved subdivision plat, or enlarging the approval period for either a preliminary or final development plan may be granted by the Zoning Commission without public hearing provided the Commission finds that such an extension is not in conflict with the public interest, that there is a legitimate purpose and necessity for such extension, and that the applicant shows evidence of a reasonable effort toward the accomplishment of the filing and/or recordation of the plat and the completion of the development of the project. A

request for extension shall be filed prior to the expiration of the established approval period.

b) Proposed variations from the approved development plan that involve only one (1) lot shall be considered by the Board of Zoning Appeals under its hearing process pursuant to Article XXVIII Section 28.05 of the Zoning Resolution.

c) A request for minor changes to the final development plans shall be submitted to the Zoning Inspector for recommendations to the Board of Trustees, who will have final approval of all minor changes to the final development plans.

d) In the case of a request for a modification or amendment to the approved final development plan that represents a substantial departure from the intent of the original proposal, said modification or amendment shall be subject to the same procedure and conditions of development plan approval as the original application. The following shall be considered substantial departures from the original application.

- 1) A change in the use or character of the development;
- 2) An increase in overall lot coverage of structures and off-street parking;
- 3) An increase in the density;
- 4) A reduction in approved open space;
- 5) A reduction of off street parking and loading space;
- 6) A reduction in required pavement widths;
- 7) A reduction of the acreage in the planned development;
- 8) Any other departure from the approved development plan which is deemed substantial by the Zoning Commission.

Section 11.09 – CONCORD TOWNSHIP PLANNED RESIDENTIAL DISTRICT LANDSCAPE STANDARDS

See Landscape Plan Exhibits D-1, D-2, D-2.1, D-3, D-3.1, D-4, D-5, and D-6.



April 1, 2024

To whom it may concern,

The partners of DUBLINBYCONCORD LTD have requested that we provide this qualification letter. Based on the financial information we have; the partners are qualified real estate investors and valued clients of Buckeye State Bank. We have provided financing for the purchase of other vacant land parcels in Central Ohio.

Please be aware that this letter is not a commitment to lend or a loan approval. Any approval is subject to complete due diligence.

Please contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'G. Kovach', is written over a horizontal line.

Gary Kovach
Vice President
Manager – Commercial Lending
614-796-4745

Main Office
9494 Wedgewood Boulevard
Powell, Ohio 43065

(614) 796-4747
Toll Free: (844) 225.9265
www.JoinBSB.com



Exhibits "A-1" Surrounding Property Owners

FARNEMAN ROY E CO
TRUSTEE VIRGINIA R CO
TRUSTEES
8975 DUBLIN RD
POWELL OH 43065

GRANT ROBERT & JUDITH
6884 DUBLIN RD
DELAWARE OH 43015

PEYTON PAULA TRUSTEE
6715 DUBLIN RD
DELAWARE OH 43015

SULTENFUSS & MARIA CO
TRUSTEES
6721 DUBLIN RD
DELAWARE OH 43015

DOMINIC HOWLEY
6727 DUBLIN RD
DELAWARE OH 43015

BREWSTERS TRILLIONS LLC
7044 DUBLIN RD
DELAWARE OH 43015

YOUNG STEVEN & SALLY
6901 DUBLIN RD
DELAWARE OH 43015

HERCEG MOLLY MACKAN
TRUSTEE
6999 DUBLIN RD
DELAWARE OH 43015

MAPLE CREST BUILDERS
7021 DUBLIN RD
DELAWARE OH 43015

ROSS MARK & KRISS
7025 DUBLIN RD
DELAWARE OH 43015

SCHROTER CHARLES WILLIAM
7039 DUBLIN RD
DELAWARE OH 43015

HOBBS FAMILY PARTNERSHIP
LTD
PO BOX 159
OSTRANDER OH 43061

WHITE MARK & BETH
5858 HENDERSON DR
DELAWARE OH 43015

A LEE HENDERSONS
SUBDIVISION
HENDERSON DR
DELAWARE OH 43015

BOARD OF COMMISSIONERS
OF DELAWARE
6579 MOORE RD
DELAWARE OH 43015

GREER JOSHUA
6680 DUBLIN RD
DELAWARE OH 43015

BAUDER T
6690 DUBLIN RD
DELAWARE OH 43015

PEARSON STEPHEN & HICKS
STEPHANIE
6730 DUBLIN RD
DELAWARE OH 43015

MALONEY DAVID TRUSTEE
6842 DUBLIN RD
DELAWARE OH 43015

CRANE CRISTIN & RUSSELL JR
6771 DUBLIN RD
DELAWARE OH 43015

HECK JEREMIAH & GOETHALS
TRINA
5833 BUECHEL DR
DELAWARE OH 43015

SODANO JOEL & FRANCES
5865 BUECHEL DR
DELAWARE OH 43015

GOSSARD SHAWN & WINTZER
JULIE
6843 DUBLIN RD
DELAWARE OH 43015

COHAN RONALD & ROBERTS
STEVEN
6877 DUBLIN RD
DELAWARE OH 43015

CROOK BARBARA TRUSTEE
4138 N MERION CT
FLORENCE AZ 85132

RIVERSIDE HIGHLANDS LLC
470 OLDE WORTHINGTON RD
WESTERVILLE OH 43082

BOARD OF COMMISSIONERS
OF DELAWARE COUNTY
101 N SANDUSKY ST
DELAWARE OH 43015

BREWSTERS TRILLIONS LLC
750 COMMUNICATIONS PKWY
COLUMBUS OH 43214

MAPLE CREST BUILDERS LTD
5801 S SECTION LINE RD
DELAWARE OH 43015

Exhibits "B-1 and B-2" — Legal Description and Boundary Survey

December 06, 2023, Revised December 11, 2023
DESCRIPTION OF A 81.713 ACRE TRACT

Located in the Township of Concord, County of Delaware, State of Ohio, situated in Virginia Military Survey # 1421, Farm Lot 11, being all of that 81.58 acre residue of a 100 acre tract (being 81.713 acres by Survey) conveyed as "Tract One" to Roy E. and Virginia R. Farneman, Co-Trustees in O.R.V. 255, Page 178, said 81.713 acres being more particularly described as;

Beginning, at a 5/8 - inch rebar found at the southeasterly corner of Lot 4346 in Stan Gene Subdivision, of record in Plat Book 14, Page 46; said rebar also being in the northerly line of said 81.58 acres;

Thence, from said TRUE PLACE OF BEGINNING, North 78°52'44" East with the southerly line of said Lot 4346 extended, with said northerly line and crossing the westerly right-of-way of Dublin Road (S.R. 745, 60' R/W), a distance of 30.05 feet to the centerline of said Dublin Road;

Thence, South 05°54'27" East, with the centerline of said road and with an easterly line of said 81.58 acres, a distance of 585.60 feet to a survey nail set at a southeasterly corner of said 81.53 acres, the same being the northeasterly corner of that 1.930 acre tract conveyed to David J. Maloney, Trustee in O.R.V. 544, Page 259;

Thence, South 84°09'02" West, with a southerly line of said 81.58 acres and with the northerly line of said 1.930 acres, passing a rebar set at a distance of 30.00 feet, a total distance of 695.81 feet to a ½ - inch iron pipe found at a southerly corner of said 81.58 acres, the same being the northwesterly corner of said 1.930 acres;

Thence, South 06°07'04" East, with an easterly line of said 81.58 acres and with the westerly line of said 1.930 acres, a distance of 129.71 feet to a ½ - inch iron pipe found at an angle point in the easterly lines of said 81.58 acres, the same being the southwesterly corner of said 1.930 acres and being the northwesterly corner of that 3.680 acre tract conveyed to Robert L. and Judith K. Grant in O.R.V. 535, Page 214;

Thence, South 11°18'23" East, with an easterly line of said 81.58 acres and with the westerly line of said 3.680 acres, a distance of 90.73 feet to a ½ - inch iron pipe found at a southerly corner of said 81.58 acres, the same being in the westerly line of said 3.680 acres and being the northeasterly corner of that 7.890 acre tract conveyed to Robert L. and Judith K. Grant in O.R.V. 446, Page 211;

Thence, South 80°05'21" West, with a southerly line of said 81.58 acres and with the northerly line of said 7.890 acres, a distance of 682.51 feet to a ½ - inch iron pipe found at a southerly corner of said 81.58 acres, the same being the northwesterly corner of said 7.890 acres;

Thence, South 10°09'02" East, with an easterly line of said 81.58 acres and with the westerly line of said 7.890 acres, passing a ½ - inch iron pipe found at a distance of 486.72 feet (said iron pin called in previous survey as a reference point to corner), a total distance of 506.73 feet to a southerly corner of said 81.58 acres, the same being the southwesterly corner of said 7.890 acres and being in the northerly line of that 27.13 acre (residue of tract 18) tract conveyed to Roy E. and Virginia R. Farneman, Co-Trustees in O.R.V. 255, Page 178;

DESCRIPTION FOR CLOSING ONLY
☒ RPC Approval Required 12/11/23
☒ Municipal Approval Required
Delaware County Engineer

Page Two (81.713 acres)

Thence, South $78^{\circ}54'43''$ West, with the southerly line of said 81.58 acres, with the northerly line of said 27.13 acres and with the northerly line of that 93.890 acre (residue of tract 18) tract conveyed to Roy E. and Virginia R. Farneman, Co-Trustees in O.R.V. 255, Page 178, passing a 5/8 – inch rebar found at a distance of 670.63 feet, a total distance of 2211.64 feet to a rebar set at the southwesterly corner of said 81.58 acres, the same being the southeasterly corner of that 50.000 acre conveyed to Riverside Highlands, LLC in O.R.V. 671, Page 2306 and being in the northerly line of said 93.890 acres, said rebar set replaces a called for (deed and previous survey) stone which was not found at this corner;

Thence, North $05^{\circ}30'40''$ West, with the westerly line of said 81.58 acres and with the easterly line of said 50.00 acres, a distance of 1236.07 feet to a 3/4 – inch iron pipe found (with an “EMHT” cap), said iron pipe rebar being the northwesterly corner of said 81.58 acres, a northerly corner of said 50.000 acres and being in the southerly line of that 37.604 acre tract conveyed to the Board of Commissioners of Delaware County in O.R.V. 818, Page 2512;

Thence, North $78^{\circ}52'44''$ East, with the northerly line of said F.L. 11, VMS #1421, with the southerly line of F.L. 1, VMS #1441, with the northerly line of said 81.58 acres, with the southerly line of said 37.604 acres, with the southerly line of that 40.041 acre tract conveyed to the Board of Commissioners of Delaware County in O.R.V. 1260, Page 2157 and with the southerly line of said Lot 4346 (Stan Gene Subdivision), passing a 3/4 - inch iron pipe found at a distance of 1743.02 feet, a total distance of 3508.80 feet to the TRUE PLACE OF BEGINNING;

This legal description is based upon an actual field survey, performed by and under the direct supervision of William D. Beer, P.S. #7980 in November of 2023.

All rebar's set (or previously set) are 5/8 inch, 30 inches long (w/ “B.L. SURVEYING, P.S. #7980” cap).

A SURVEY of this description is attached hereto and made part thereof.

Subject to all easements, restrictions, and rights-of-way of record. Containing 81.713 acres in Farm Lot 11, V.M.S. #1421.

Bearings are based on South $05^{\circ}54'27''$ East, as listed hereon for the centerline of Dublin Road (S.R. 745), as derived from GPS observations, utilizing ODOT VRS and being based on Ohio State Plane Coordinate System (North Zone), NAD '83 (with an NSRS adjustment).

All references are to records of the Recorder's Office, Delaware County, Ohio unless otherwise noted.

 12-11-2023

William D. Beer Date
Registered Professional Surveyor No. 7980



December 04, 2023
DESCRIPTION OF A 14.593 ACRE REMAINDER TRACT

Located in the Township of Concord, County of Delaware, State of Ohio, situated in Virginia Military Survey # 1421, Farm Lot 11, being the remaining 14.593 acres out of a lot split of that 27.130 acre tract (being 27.093 acres by Survey) conveyed to Roy E. and Virginia R. Farneman, Co-Trustees in O.R.V. 255, Page 178, said 14.593 acres being more particularly described as;

Commencing, for reference, at a 5/8 – inch rebar found at the southeasterly corner of Lot 4346 in Stan Gene Subdivision, of record in Plat Book 14, Page 46; thence, North 78°52'44" East with the southerly line of said Lot 4346 extended, crossing the westerly right-of-way of Dublin Road (S.R. 745, 60' R/W), a distance of 30.05 feet to the centerline of said Dublin Road; thence, South 05°54'27" East, with the centerline of said road, a distance of 1237.32 feet to a survey nail set at the northeasterly corner of said 27.130 acres, the same being the southeasterly corner of that 4.940 acre tract conveyed to Robert L. and Judith K. Grant in O.R.V. 535, Page 214; thence, South 05°54'27" East, continuing with the centerline of said road and with the easterly line of said 27.130 acres, a distance of 273.75 feet to a survey nail set at the TRUE PLACE OF BEGINNING;

Thence, from said TRUE PLACE OF BEGINNING, South 05°54'27" East, with the centerline of said road and with the easterly line of said 27.130 acres, a distance of 257.41 feet to a survey nail set at an angle point in said road;

Thence, South 08°15'42" East, with the centerline of said road and with the easterly line of said 27.130 acres, a distance of 60.05 feet to a survey nail set at the southeasterly corner of said 27.130 acres, the same being the northeasterly corner of that 46.065 acre tract conveyed to Brewsters Trillions, LLC in O.R.V. 1330, Page 809;

Thence, South 78°59'22" West, with the southerly line of said 27.130 acres and with the southerly line of said Farm Lot 11, passing a 5/8 – inch rebar found at a distance of 32.57 feet, a total distance of 2012.58 feet to a ¾ - inch iron pipe found (with a "Stults" cap) at the southwesterly corner of said 27.130 acres, the same being the northwesterly corner of said 46.065 acres, being in the easterly line of that 98.890 acres (residue of Tract 18) conveyed to Roy E. and Virginia R. Farneman, Co Trustees in O.R.V. 255, Page 178, being the northwesterly corner of Farm Lot 9 and the northeasterly corner of Farm Lot 8;

Thence, North 05°30'35" West, with the westerly line of said 27.130 acres and with the easterly line of said 93.890 acres, a distance of 317.84 feet to a rebar set;

Thence, North 78°59'22" East, crossing said 27.130 acres, passing a rebar set at a distance of 1977.88 feet, a total distance of 2007.88 feet to the TRUE PLACE OF BEGINNING;

This legal description is based upon an actual field survey, performed by and under the direct supervision of William D. Beer, P.S. #7980 in November of 2023.

All rebar's set (or previously set) are 5/8 inch, 30 inches long (w/ "B.L. SURVEYING, P.S. #7980" cap).

DESCRIPTION FOR CLOSING ONLY
☒ RPC Approval Required 12/16/23
☒ Municipal Approval Required
Delaware County Engineer

Page Two (14.593 acres)

A SURVEY of this description is attached hereto and made part thereof.

Subject to all easements, restrictions, and rights-of-way of record. Containing 14.593 acres in Farm Lot 11, V.M.S. #1421.

Bearings are based on South 05°54'27" East, as listed hereon for the centerline of Dublin Road (S.R. 745), as derived from GPS observations, utilizing ODOT VRS and being based on Ohio State Plane Coordinate System (North Zone), NAD '83 (with an NSRS adjustment).

All references are to records of the Recorder's Office, Delaware County, Ohio unless otherwise noted.



William D. Beer 12/05/2023
William D. Beer Date
Registered Professional Surveyor No. 7980

December 04, 2023

DESCRIPTION OF A 12.500 ACRE TRACT

Located in the Township of Concord, County of Delaware, State of Ohio, situated in Virginia Military Survey # 1421, Farm Lot 11, being 12.500 acres out of that 27.130 acre tract (being 27.093 acres by Survey) conveyed to Roy E. and Virginia R. Farneman, Co-Trustees in O.R.V. 255, Page 178, said 12.500 acres being more particularly described as;

Commencing, for reference, at a 5/8 – inch rebar found at the southeasterly corner of Lot 4346 in Stan Gene Subdivision, of record in Plat Book 14, Page 46; thence, North 78°52'44" East with the southerly line of said Lot 4346 extended, crossing the westerly right-of-way of Dublin Road (S.R. 745, 60' R/W), a distance of 30.05 feet to the centerline of said Dublin Road; thence, South 05°54'27" East, with the centerline of said road, a distance of 1237.32 feet to a survey nail set at the northeasterly corner of said 27.130 acres, the same being the southeasterly corner of that 4.940 acre tract conveyed to Robert L. and Judith K. Grant in O.R.V. 535, Page 214 and being the TRUE PLACE OF BEGINNING;

Thence, from said TRUE PLACE OF BEGINNING, South 05°54'27" East, with the centerline of said road and with the easterly line of said 27.130 acres, a distance of 273.75 feet to a survey nail set;

Thence, South 78°59'22" West, crossing said 27.130 acres, passing a rebar set at a distance of 30.00 feet, a total distance of 2007.88 feet to a rebar set in the westerly line of said 27.130 acres, the same being in the easterly line of that 98.890 acres (residue of Tract 18) conveyed to Roy E. and Virginia R. Farneman, Co Trustees in O.R.V. 255, Page 178;

Thence, North 05°30'35" West, with the westerly line of said 27.130 acres and with said easterly line, a distance of 271.20 feet to a 5/8 – inch rebar found at a distance of 271.20 feet, said rebar being the northwesterly corner of said 27.130 acres, the northeasterly corner of said 93.890 acres and being in the southerly line of that 81.58 acres (residue of Tract 1) conveyed to Roy E. and Virginia R. Farneman, Co Trustees in O.R.V. 255, Page 178;

Thence, North 78°54'43" East, with the northerly line of said 27.130 acres, with the southerly line of said 81.58 acres, with the southerly line of that 7.890 acre tract conveyed to Robert L. and Judith K. Grant in O.R.V. 446, Page 211, with the southerly line of that 3.680 acre tract conveyed to Robert L. and Judith K. Grant in O.R.V. 535, Page 214 and with the southerly line of said 4.940 acres (Grant), passing a 3/4 - inch iron pipe found at a distance of 1596.87 feet and passing a rebar set at a distance of 1976.24 feet, a total distance of 2006.24 feet to the TRUE PLACE OF BEGINNING;

This legal description is based upon an actual field survey, performed by and under the direct supervision of William D. Beer, P.S. #7980 in November of 2023.

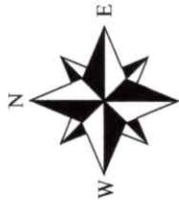
All rebar's set (or previously set) are 5/8 inch, 30 inches long (w/ "B.L. SURVEYING, P.S. #7980" cap).

DESCRIPTION FOR CLOSING ONLY
☒ RPC Approval Required
☒ Municipal Approval Required
12/6/23
Delaware County Engineer

SURVEY EXHIBIT

BEING ALL OF THAT 81.58 ACRE TRACT, SITUATED
IN VIRGINIA MILITARY SURVEY # 1421, FARM LOT 11, LOCATED
IN CONCORD TOWNSHIP, DELAWARE COUNTY, OHIO

NOTE: This Survey is all of that 81.58 acre tract
(81.713 acres by Survey) as conveyed to ROY E. FARNEMAN &
VIRGINIA R. FARNEMAN, CO TRUSTEES in O.R.V. 255, PG. 178
All of this tract is within Farm Lot 11, VMS #1421



BOARD OF COMMISSIONERS OF DELAWARE

COUNTY, 37.604 ACRES
O.R.V. 818, PG. 2512

BOARD OF COMMISSIONERS OF DELAWARE
COUNTY, 40.041 ACRES
O.R.V. 1260, PG. 2157

F.L. 9, VMS #2997
F.L. 11, VMS #1421

3/4" I.P.F. (w/ "EMHT" cap)
S 78°52'44" W 24.72'

50.000 ACRES
O.R.V. 49.836 ACRES BY SURVEY
RIVERSIDE HIGHLANDS LLC SURVEY
O.R.V. 671, PG. 2306

ROY E. FARNEMAN &
VIRGINIA R. FARNEMAN, CO TRUSTEES
81.58 ACRES, 81.713 ACRES BY SURVEY
RESIDUE OF 100 ACRES, TRACT ONE
O.R.V. 255, PG. 178

81.713 ACRES
(TOTAL, BY SURVEY)

POSSIBLE SCATTERED REMAINTS FOUND
CALLED STONE NOT FOUND

S 78°54'43" W 2211.64'
ROY E. FARNEMAN & TRUSTEES
VIRGINIA R. FARNEMAN, CO TRUSTEES
93.890 ACRES, RESIDUE OF TRACT 18
O.R.V. 255, PG. 178

670.63'

ROY E. FARNEMAN & TRUSTEES
VIRGINIA R. FARNEMAN, CO TRUSTEES
27.13 ACRES, RESIDUE OF TRACT 18
O.R.V. 255, PG. 178

ROBERT L. & JUDITH K. GRANT
D.B. 446, PG. 211
7.890 AC.

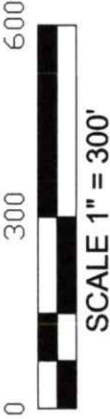
ROBERT L. & JUDITH K. GRANT
D.B. 535, PG. 214
3.680 AC.

DAVID J. MALONEY, TR., 1.930 AC.
D.B. 544, PG. 259

DUBLIN RD. (S.R. 745, 60')

S 08°15'12" E 60.05'
S 08°15'12" E 60.05'

BUECHEL DR.
(T.R. 346, 50')



LEGEND:

- = IRON PIN FOUND (3/4" IRON PIPE or NOTED)
- ⊙ = 5/8", 30" LONG, REBAR (W/ "B.L. SURVEYING, P.S. #7980" CAP) SET
- ◇ = SURVEY NAIL SET



BENCHMARK LAND SURVEYING
3501 MANILA DRIVE
WESTERVILLE, OH 43081
(614) 794-9609 ~ Office
bmlsurveying@yahoo.com

Bearings are based on S 05°54'27" E, as shown hereon for the centerline
of Dublin Road (S.R. 745), as derived from GPS observations based
on the Ohio State Plane Coordinate System (South Zone), NAD '83 with
an NSRS adjustment) using ODOT VRS.

I hereby certify that this boundary survey was prepared from an
actual field survey and to the best of our knowledge and belief
is correct and that this plat was prepared in accordance with Ohio
Administrative Code Chapter 4733-37 "Standards for Boundary
Surveys". All monumentation is found or to be set as shown.

REFERENCES
Auditors Tax Maps
Local Surveys (Recorded)
Monuments as shown on Survey
Deeds as noted on Survey

William D. Beer *Revised 12-16-2023*
William D. Beer
Registered Professional Surveyor No. 7980
Date

BEING A LOT SPLIT OUT OF THAT 27.130 ACRE TRACT, SITUATED IN VIRGINIA MILITARY SURVEY # 1421, FARM LOT 11, LOCATED IN CONCORD TOWNSHIP, DELAWARE COUNTY, OHIO

ROY E. FARNEMAN & TRUSTEES
FARNEMAN, CO
VIRGINIA R. 81.713 ACRES BY SURVEY
TRACT ONE
81.58 ACRES, OF 100 ACRES, 178
RESIDUE OF 255, PG. 670.63'

N 78°54'43" E 2006.24'
596.87'
ROY E. FARNEMAN & TRUSTEES
VIRGINIA R. FARNEMAN, CO TRUSTEES BY SURVEY
27.093 ACRES OF TRACT 18
27.130 ACRES, DUE OF PG. 178
O.R.V. 255,

12.500 ACRES
14.593 ACRES
27.093 ACRES
(TOTAL, BY SURVEY)

ROY E. FARNEMAN &
VIRGINIA R. FARNEMAN, CO TRUSTEES
93.890 ACRES, RESIDUE OF TRACT 18
O.R.V. 255, PG. 178

S 78°59'22" W 2012.58'
BREWSTERS TRILLIONS, LLC
46.065 ACRES
PG. 809
O.R.V. 1330,

F.L. 11. VMS #1421
 F.L. 9, VMS #1421
 $\frac{3/4}{(w)}$ "I.P.F."
 "Stults" cap
 1421

F.L. 8 VMS #1421

● = IRON PIN FOUND (3/4" IRON PIPE or NOTED)
 ◎ = 5/8", 30" LONG, REBAR (W/ "B.L. SURVEYING, P.S. #7980" CAP) SET
 ◇ = SURVEY NAIL SET

Bearings are based on S 05°54'27" E, as shown hereon for the centerline of Dublin Road (S.R. 745), as derived from GPS observations based on the Ohio State Plane Coordinate System (South Zone), NAD '83 with an NSRS adjustment) using ODOT VRS.

BENCHMARK LAND SURVEYING
3501 MANILA DRIVE
WESTERVILLE, OH 43081
(614) 794-9609 ~ Office
bmlsurveying@yahoo.com



I hereby certify that this boundary survey was prepared from an actual field survey and to the best of our knowledge and belief is correct and that this plat was prepared in accordance with Ohio Administrative Code Chapter 4733-37 "Standards for Boundary Surveys". All monumentation is found or to be set as shown.

William D. Beer

Registered Professional Surveyor No. 7980

Date _____

Exhibits "C through C-4" – Illustrative Site Plan, Site Development Plan, Existing Conditions Plan,
Site Phasing Plan and Open Space Plan

SITE DATA

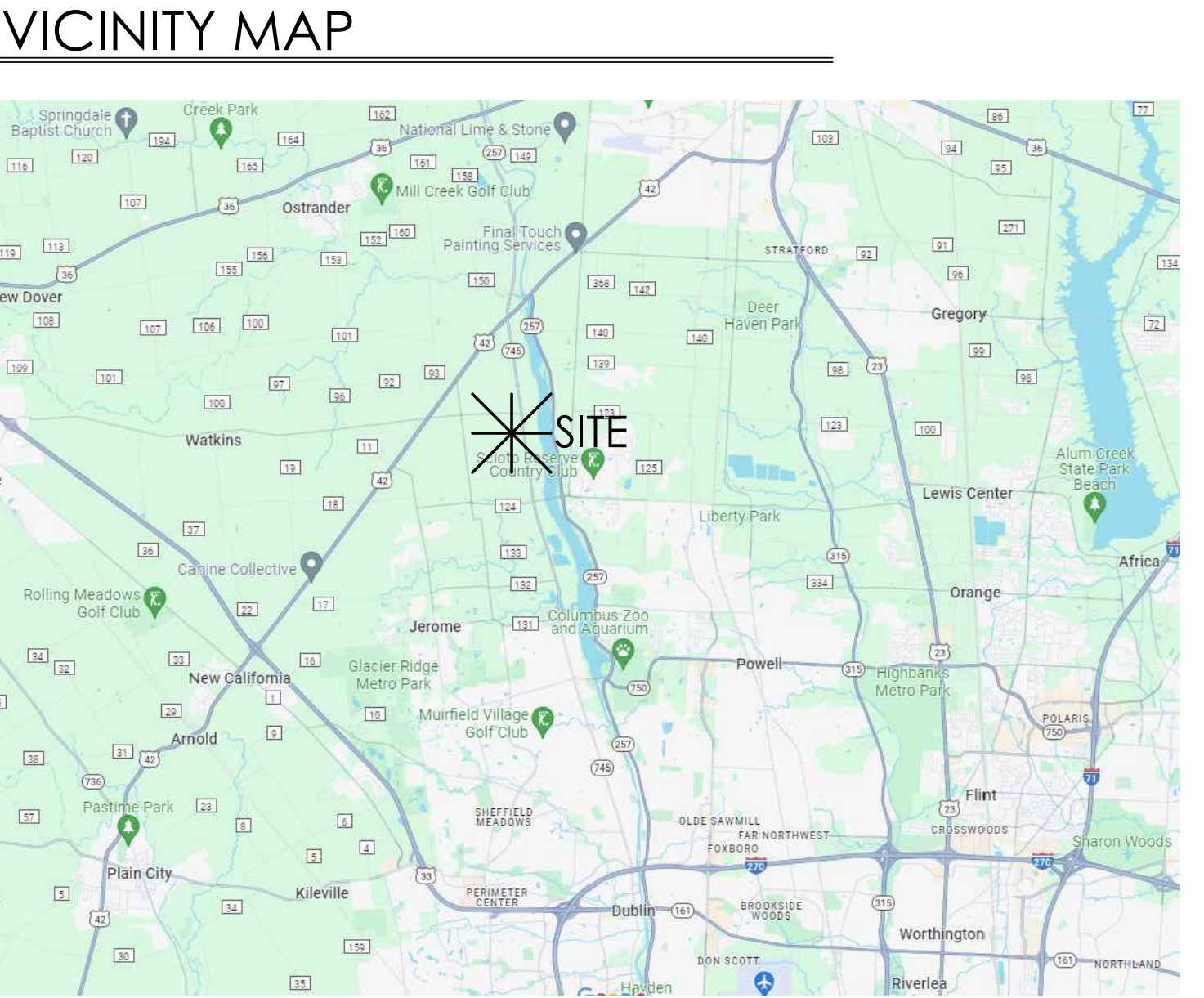
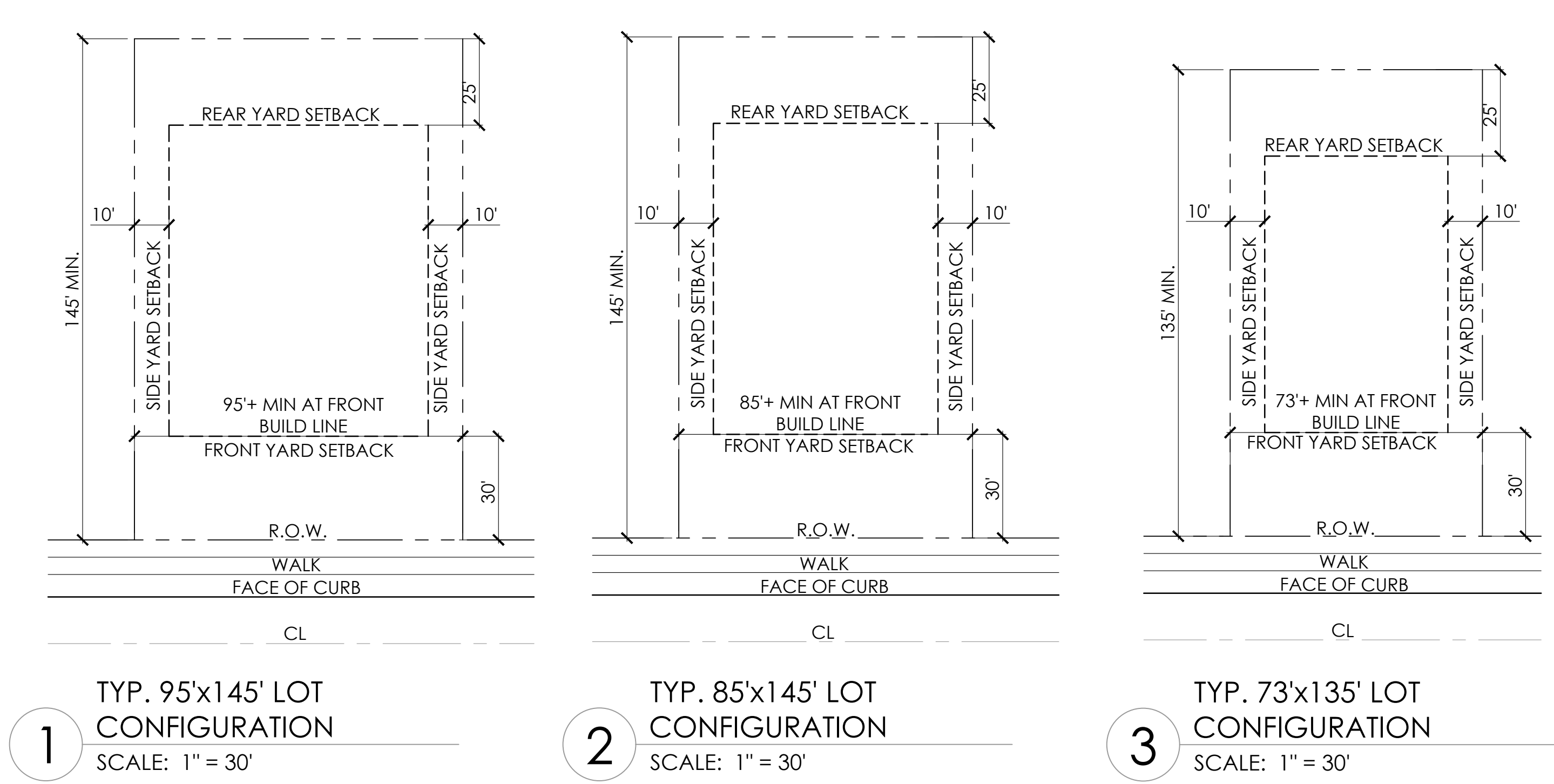
ACREAGE	
TOTAL ACRES	± 94.213 ACRES
TOTAL UNITS	140
DENSITY	± 1.49 D.U./AC.
73' LOTS	91
85' LOTS	25
95' LOTS	24



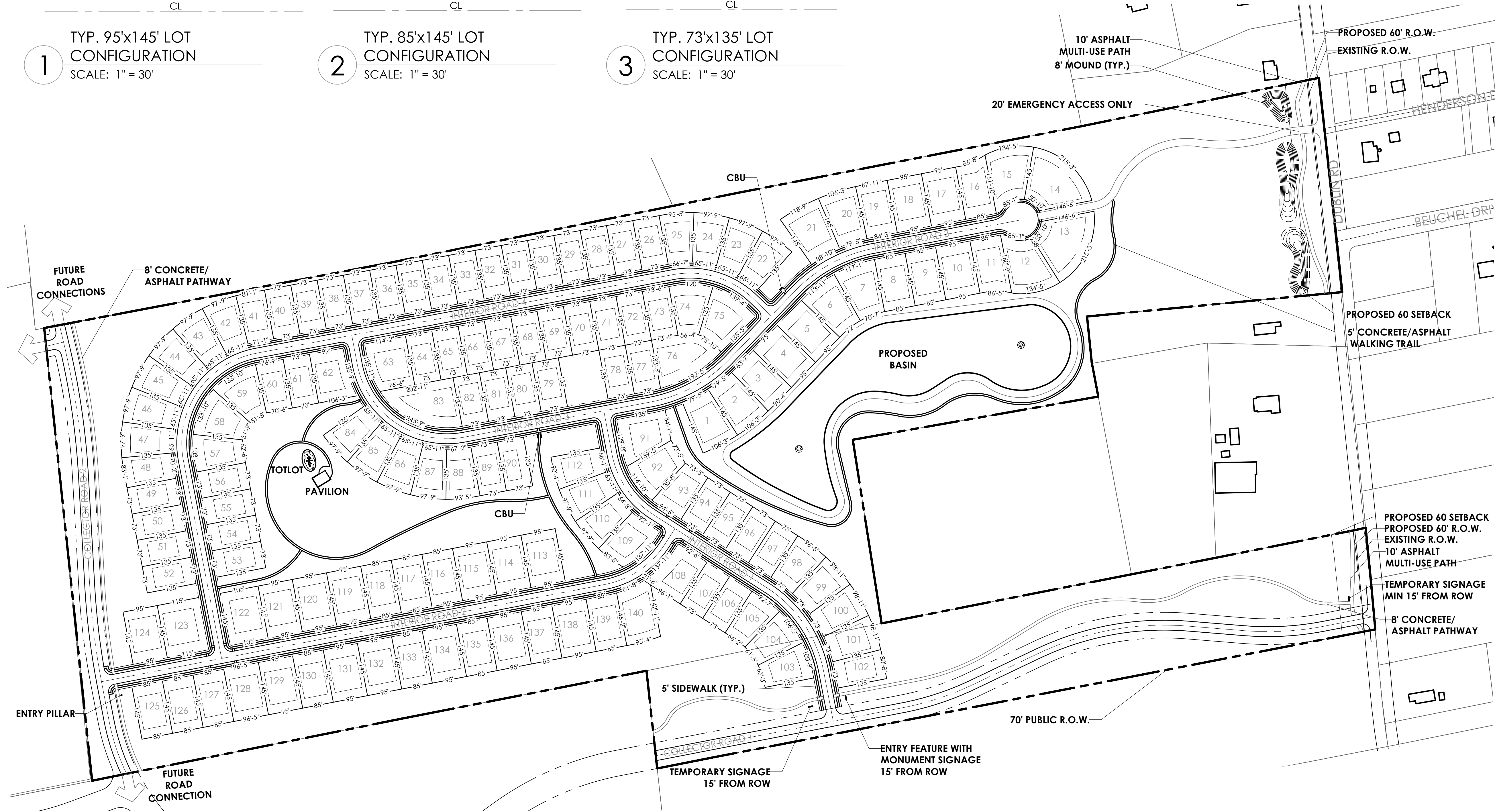
ILLUSTRATIVE DEVELOPMENT PLAN

EXHIBIT C

HOLLYBROOK
PREPARED FOR KIRAN BASIREDDY
DATE: 5.20.24



SITE DATA	
TOTAL ACRES	±94.213 ACRES
TOTAL UNITS	140 UNITS
DENSITY	±1.49 D.U./AC.
OPEN SPACE	±38.5 ACRES
PERCENTAGE OF OPEN SPACE	±40%

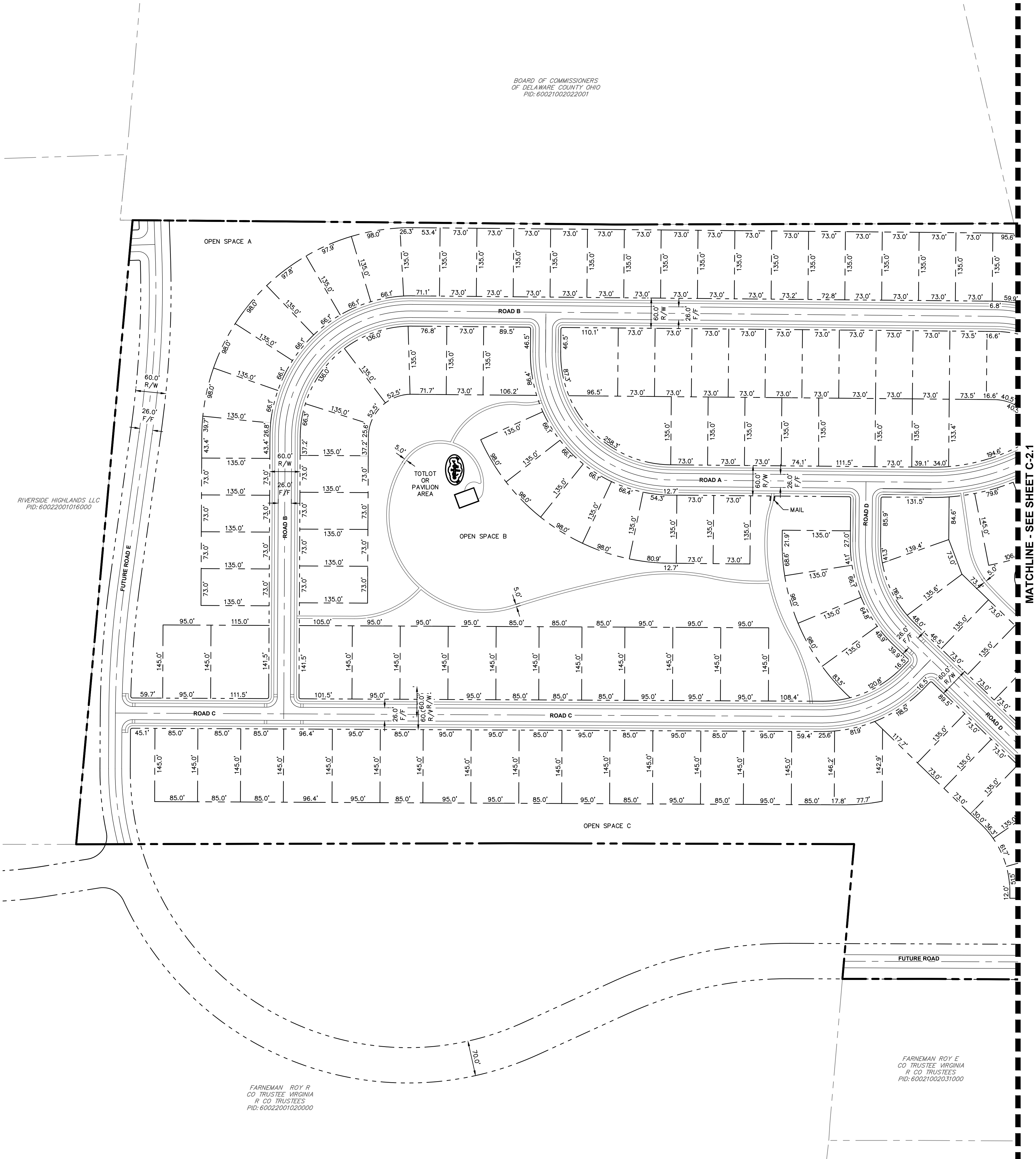


SITE DEVELOPMENT PLAN

EXHIBIT C-1

Drawing name: K:\QBL\DE\190223000_Escher_Homes_Farmanan_Property\A2_Design\CAD\Site\Sheets\Site Plan.dwg Layout11 May 13, 2024 3:51pm by: srah-stroll

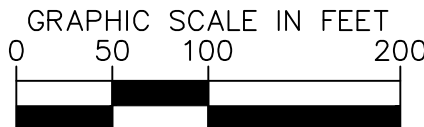
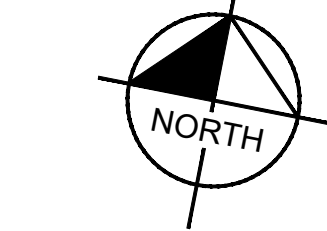
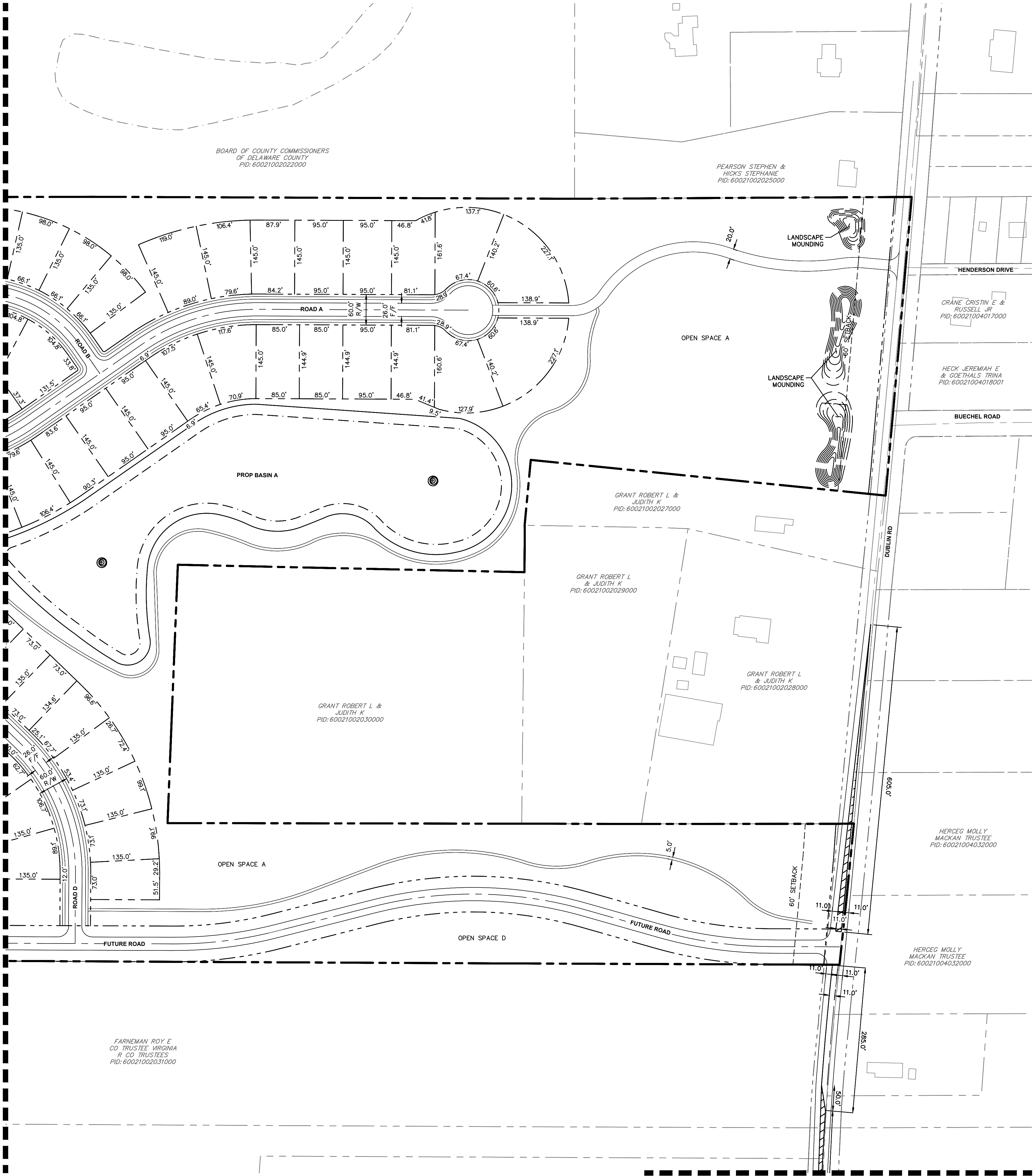
This document, together with the concepts and designs presented herein, is an instrument of service, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation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



C-2	EXHIBIT	KHA PROJECT NO. 190273000	ORIGINAL ISSUE: 4/15/2024	HOLLYBROOK PRELIMINARY ENGINEERING PLAN DELAWARE COUNTY CONCORD TOWNSHIP, OHIO	SITE DIMENSION PLAN	SCALE: AS NOTED	DESIGNED BY: NSS	DRAWN BY: CMS	CHECKED BY: MCR	Kimley»Horn 2405 N. HIGHWAY 40, SUITE 200, 7965 N. HIGH STREET, SUITE 200, COLUMBUS, OH 43235 WWW.KIMLEY-HORN.COM																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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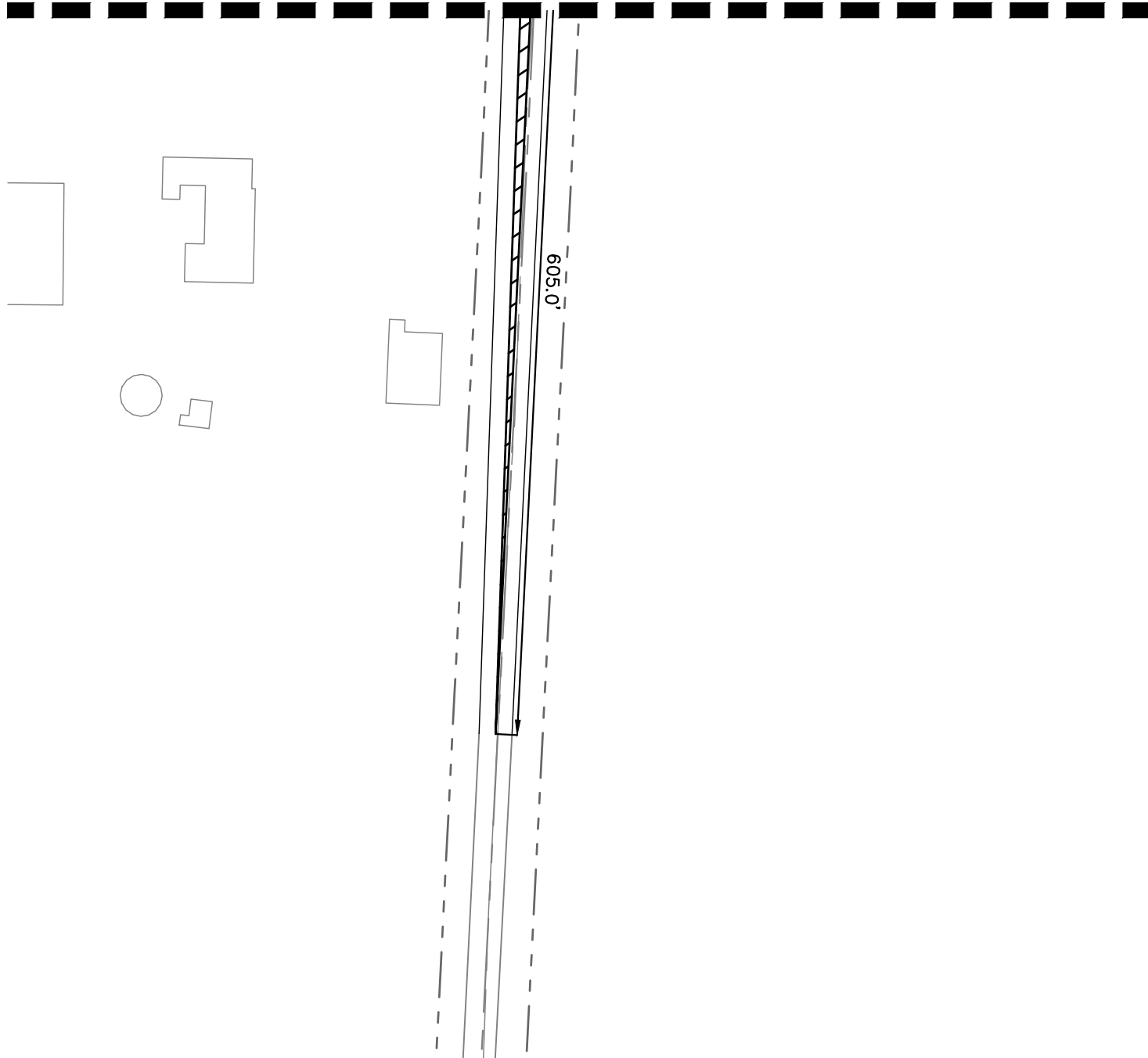
MATCHLINE - SEE SHEET C-2



LEGEND

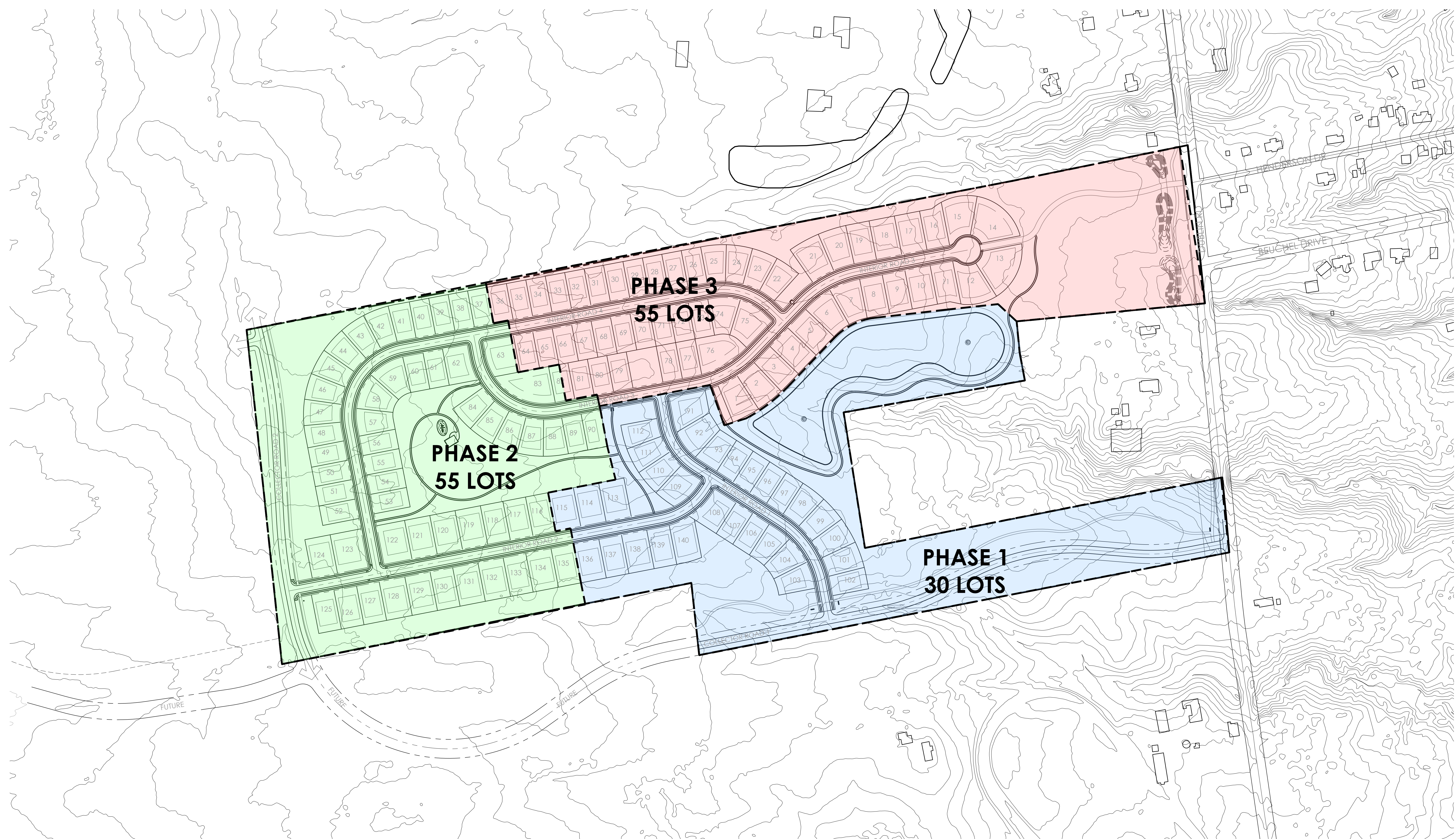
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- EXISTING PROPERTY LINE
- EXISTING RIGHT-OF-WAY
- EXISTING PAVEMENT
- PROPOSED FACE OF CURB
- PROPOSED SIDEWALK
- PROPOSED CENTERLINE

MATCHLINE - SEE THIS SHEET



MATCHLINE - SEE THIS SHEET

HOLLYBROOK PRELIMINARY ENGINEERING PLAN DELAWARE COUNTY CONCORD TOWNSHIP, OHIO	ORIGINAL ISSUE: 4/15/2024 KHA PROJECT NO. 190273000	EXHIBIT C-2.1	SITE DIMENSION PLAN	SCALE: AS NOTED	DESIGNED BY: NSS	DRAWN BY: CMS	CHECKED BY: MCR	Kimley»Horn © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 7965 N. HIGH STREET, SUITE 200, COLUMBUS, OH 43235 WWW.KIMLEY-HORN.COM																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
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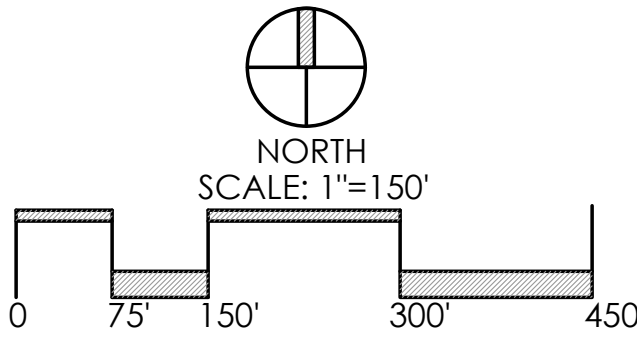
SITE PHASING PLAN

HOLLYBROOK

PREPARED FOR KIRAN BASIREDDY

DATE: 5.20.24

EXHIBIT C-3



Faris Planning & Design

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

SITE DATA

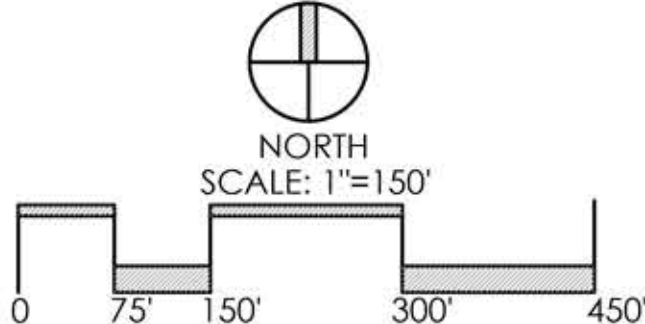
TOTAL ACRES	+/- 94.213 ACRES
TOTAL OPEN SPACE ACRES	+/- 38.5 ACRES
PERCENTAGE OPEN SPACE	+/- 40%



OPEN SPACE PLAN

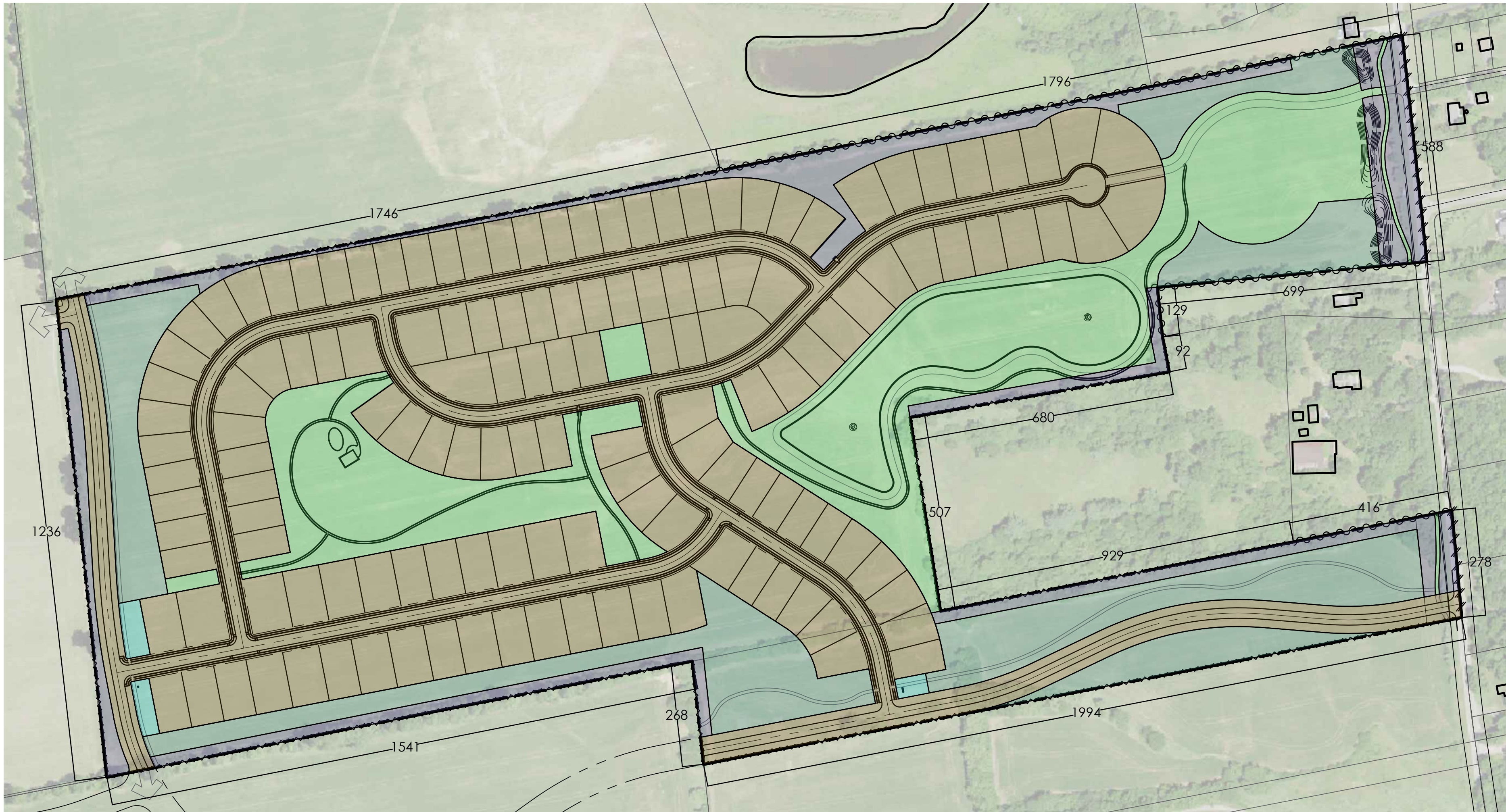
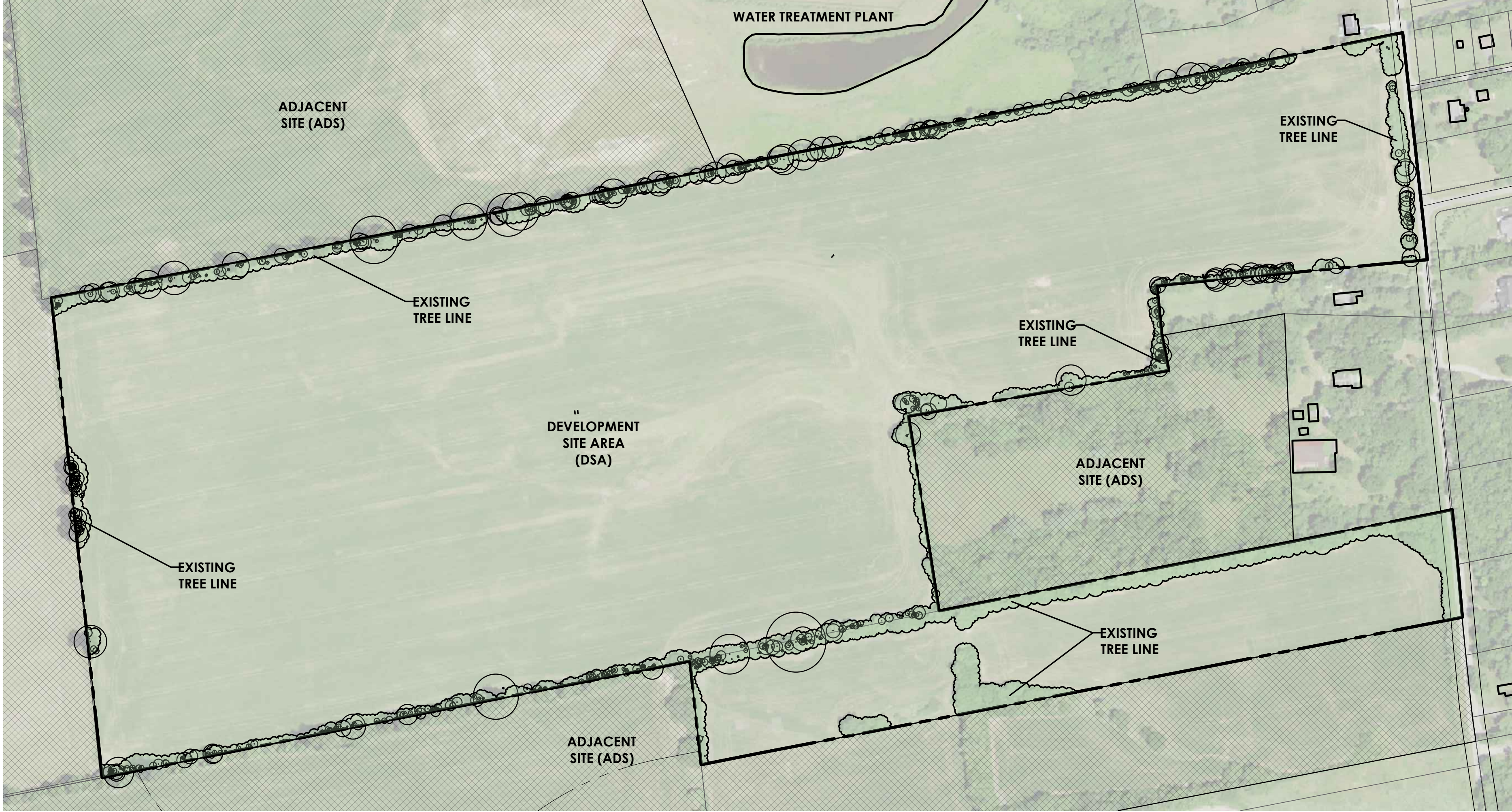
EXHIBIT C-4

HOLLYBROOK
PREPARED FOR KIRAN BASIREDDY
DATE: 5.20.24



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

Exhibit "D-1 through D-7" – Landscape Requirement Diagrams and Planting Calculations, Street Tree Plan, Protected Natural Area Landscape Plan, Public Open Space Plan, Perimeter Screening Plan, Landscape Enlargement Plans, and Landscape Details



EXISTING CONDITIONS DIAGRAM



DEVELOPMENT SITE DIAGRAM

DEVELOPMENT SITE AREA (DSA)	
AMENITY OPEN SPACE (AOS)	
PUBLIC OPEN SPACE (POS)	
PROTECTED NATURAL AREA (PNA)	
PERIMETER SCREENING AREA (PSA)	
RIGHT OF WAY SCREENING (RWS)	//////
ADJACENT SITE SCREENING (ADS)	~~~~~
LINE-OF-SITE SCREENING (LSS)	~~~~~
OPEN SPACE PRESERVE (OSP)	oooo

CONCORD TOWNSHIP - PLANNED RESIDENTIAL DISTRICT LANDSCAPE STANDARDS WORKSHEET												
5/13/2024					PROJECT NAME: HOLLYBROOK PREPARED FOR: KIRAN BASIREDDY							
STEP ONE - PROPOSED DEVELOPMENT SUMMARY							ABBREVIATION KEY (SEE CODE FOR DEFINITIONS)					
Total Site Area		94.213	Landscape Development Standard (LDS)			Actual %						
DSA	53.52	Good	Better	Best								
AOS	0.45											
POS	18.04	≥5%	≥10%	≥15%	19%							
PNA	14.2	≥10%	≥15%	≥20%	15%							
PSA	7.65	≥15%	≥20%	≥25%	42%							
TOTAL PERCENT OF SITE		30%	45%	60%	8%							
LDS Earned (highlight standard being used)		Good	Better	Best								
STEP TWO - REQUIRED PERIMETER SCREENING (RPS)							RPS Required Perimeter Screening					
Screening Standard Applicable (Y/N)		Prop. Line Extent (ft)		% Required Site Screening						Calc. RPS (ft)		
		Good	Better	Best								
RWS	Y	866	≥90%	≥70%	≥50%	607						
ADS	Y	8993	≥80%	≥60%	≥40%	5,396						
LSS	Y	3040	≥70%	≥50%	≥30%	1,520						
OSP	N	0	0	0	0	0						
Total Site Property Perimeter		12904	Req. Additional Perimeter Screening (ft)			7523						
STEP THREE - PROPOSED PERIMETER SCREENING (PPS)										PPS Proposed Perimeter Screening		
Screening Standard		RPS (ft)	Site Screening Summary			PPS TOTAL						
			EES	PVS	PES							
RWS	607		101		506	607						
ADS	5396		4824	572	0	5396						
LSS	1520		1520	0	0	1520						
Has all the RPS been accounted for Y/N							Y					
STEP FOUR - PROPOSED VEGETAL SCREENING (PVS)							PVS- PLANT LIST VARIETY					
Screening Standard		PVS	PVS Multiplier			Req. Plant Count						
			Good	Better	Best							
RWS	0	x1	x.75	x.5	0							
ADS	572	x.75	x.5	x.25	286							
LSS	0	x.5	x.25	x.1	0							
Total Vegetal Screening (ft)		572	Total Required Plants in PVS			286						
STEP FIVE - PROPOSED EARTHEN SCREENING (PES)										Ref. Earthen Screening Height		
Screening Standard		PES	PES Multiplier			Req. Plant Count						
			Good	Better	Best							
RWS	506	x.4	x.2	x.1	203							
ADS	0	x.25	x.15	x.05	0							
LSS	0	x.2	x.1	x.0	0							
Total Earthen Screening (ft)		506	Total Required Plants in PES			203						
PUBLIC OPEN SPACE REQUIREMENTS							POS: Planting Requirements & Conditions					
Total Property Area (Acres)		94.213	Min Area Public Open Space (Acres)		4.71065							
Total Lot/Units		140	Trees Required in POS		840							
PROTECTED NATURAL AREA REQUIREMENTS										PNA: Planting Requirements & Conditions		
Total Property Area (Acres)		94.213	Min Area Protected Natural Area (Acres)		4.71065							
Total Lot/Units		140	Trees Required in PNA		2520							
A TREE SURVEY WAS CONDUCTED ON THE PROPERTY. A TOTAL OF 786 HEALTHY TREES OF DESIRABLE SPECIES WERE FOUND. THEY RANGED IN SIZE FROM 1 IN TO 77 IN CALIPER WITH 75% BEING OVER 4 IN CALIPER. PRIMARY SPECIES FOUND WERE HACKBERRY, HONEYLOCUST, OAK, AND HICKORY/WALNUT. 46 OF THESE WERE HEALTHY EVERGREENS WITH A MINIMUM HEIGHT OF 3'. THESE COUNTS DO NOT INCLUDE TREES WHICH WERE IN POOR HEALTH OR DEAD, OR UNDESIRABLE SPECIES (SUCH AS PEAR AND HONEYSUCKLE). TREES CURRENTLY UNDER 1" CALIPER, OR THOSE THAT WOULD NEED TO BE REMOVED DURING CONSTRUCTION. THESE TREES ARE LOCATED ALONG THE PERIMETER OF THE PROPERTY AND ARE OF SUFFICIENT SIZE AND DENSITY TO PROVIDE SCREENING WHICH IS CONSISTENT WITH THE REQUIREMENTS OF REQUIRED PERIMETER SCREENING FOR LINE OF SIGHT AND ADJACENT SITE SCREENING NEEDS. SOME AREAS WILL BE SUPPLEMENTED WITH ADDITIONAL EVERGREEN AND UNDERSTORY TREES.												

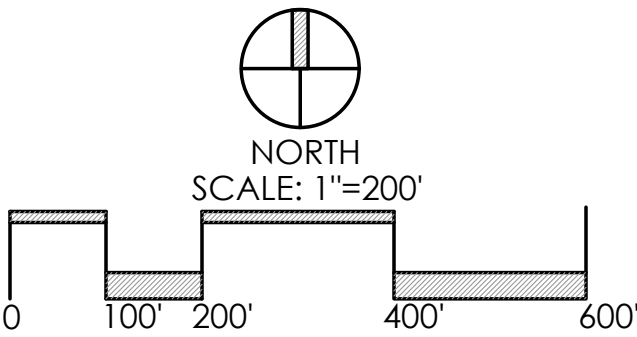
EXISTING CONDITIONS AND LANDSCAPE REQUIREMENT DIAGRAMS

EXHIBIT D-1

HOLLYBROOK

PREPARED FOR KIRAN BASIREDDY

DATE: 5.20.24



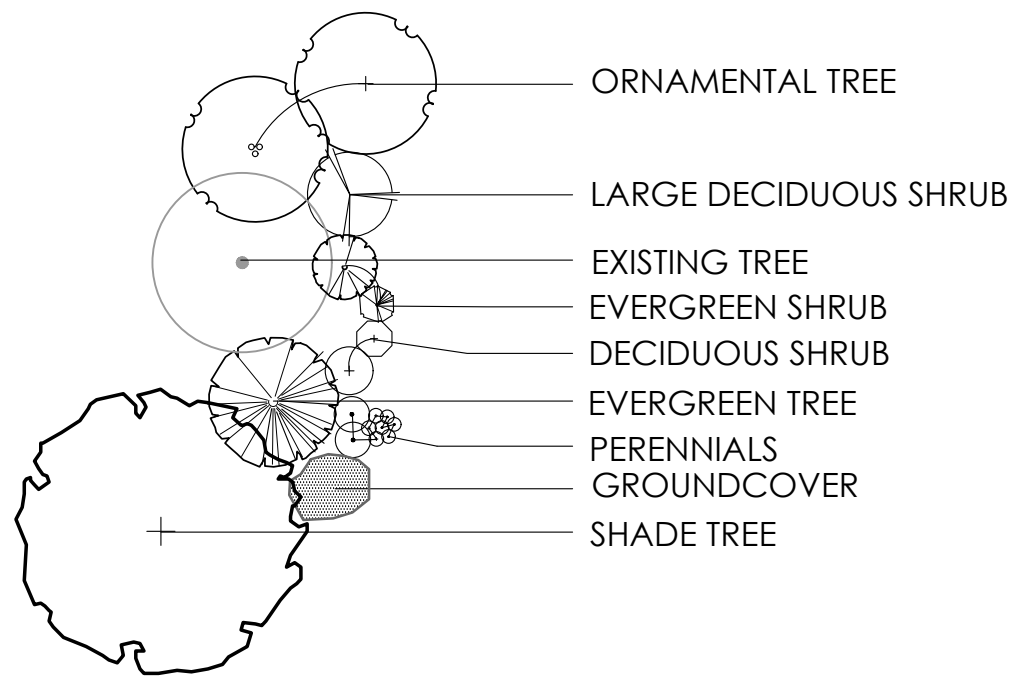
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LAND PLANNING LANDSCAPE ARCHITECTURE

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PLANT KEY TYPICALS

SEE PLANT LIST FOR SPECIFIC PLANT SPECIES

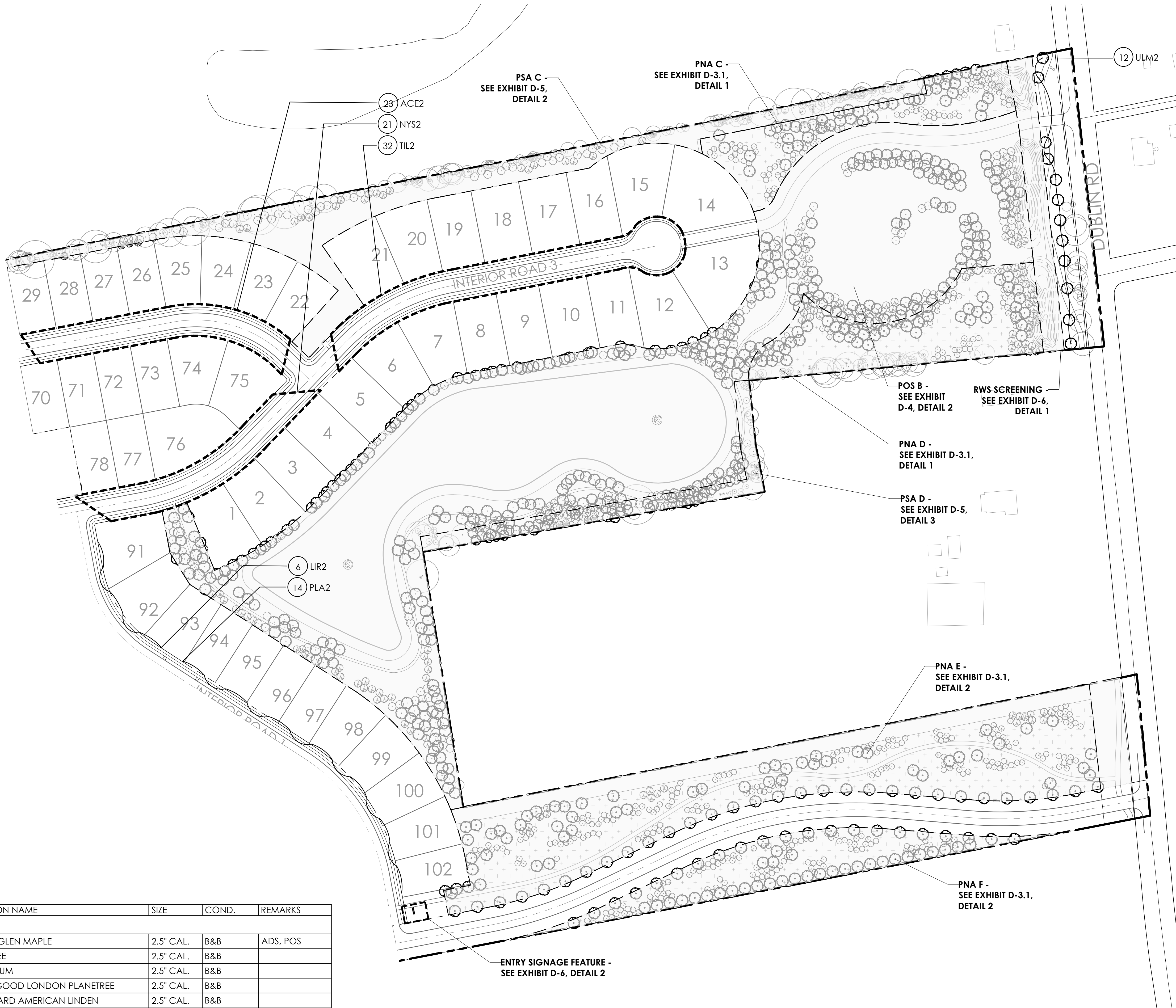


PLANT LIST - STREET TREES

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARKS
DECIDUOUS TREES						
23	ACE2	ACER X FREEMANII 'SIENNA'	SIENNA GLEN MAPLE	2.5" CAL.	B&B	ADS, POS
6	LIR2	LIRODENDRON TULIPIFERA	TULIP TREE	2.5" CAL.	B&B	
21	NYS2	NYSSA SYLVATICA	BLACKGUM	2.5" CAL.	B&B	
14	PLA2	PLATANUS X ACERIFOLIA 'BLOODGOOD'	BLOODGOOD LONDON PLANETREE	2.5" CAL.	B&B	
32	TIL2	TILIA CORDATA 'GREENSPIRE'	BOULEVARD AMERICAN LINDEN	2.5" CAL.	B&B	
12	ULM2	ULMUS AMERICANA 'PRINCETON'	PRINCETON AMERICAN ELM	2.5" CAL	B&B	

* NOTE: ALL STREET TREES TO BE PLANTED ONE (1) FOOT MINIMUM BEHIND ROADWAY RIGHT OF WAY.



OVERALL LANDSCAPE AND STREET TREE PLAN-EAST

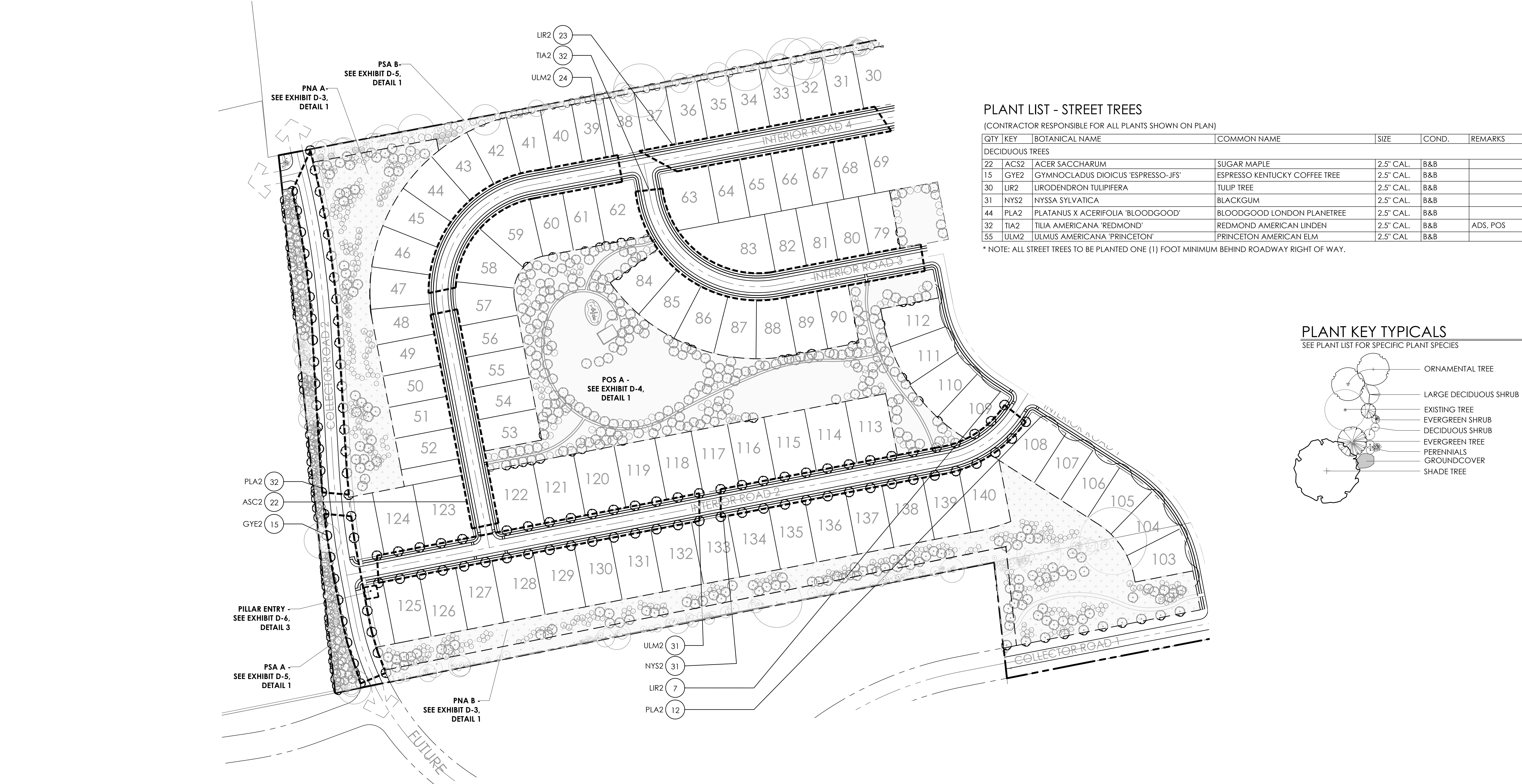
EXHIBIT D-2.1

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PREPARED FOR KIRAN BASIREDDY

DATE: 5.20.24

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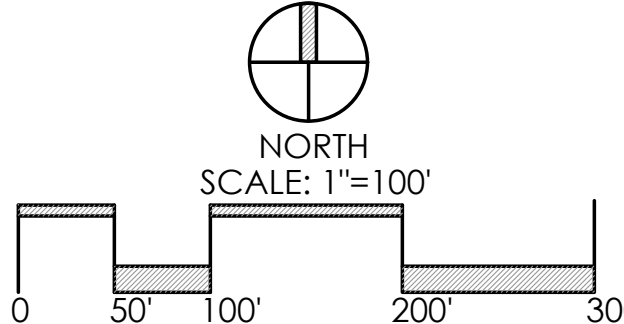
OVERALL LANDSCAPE AND STREET TREE PLAN-WEST

EXHIBIT D-2

HOLLYBROOK

PREPARED FOR KIRAN BASIREDDY

DATE: 5.20.24



PNA - AREA C PLANT MIX

SPECIES CAN BE SUBSTITUTED WITH OTHERS ON LIST IF UNAVAILABLE

TOTAL	CATEGORY	EVEN MIX OF SPECIES
46	SPECIMEN	ACE1; ACS1; CAT; PLA1; QUV1; TIA1
102	SECONDARY	ARB; AST; BET; CLK; GLT; NYS
87	UNDERSTORY	MAG4; COR4; AME4; HYD4; LIB4
7	SCREENING	JIV3; PA3; PIN3; PO3

PNA - AREA D PLANT MIX

SPECIES CAN BE SUBSTITUTED WITH OTHERS ON LIST IF UNAVAILABLE

TOTAL	CATEGORY	EVEN MIX OF SPECIES
35	SPECIMEN	ACN; AEF; COV; GYD; QSH1
143	SECONDARY	AST; CAC; CLK; SAS; MOR
70	UNDERSTORY	CRA4; PRV; SAM4; HAM4; HYD4
35	SCREENING	PM3; PO3; PIN3; THG3

PNA - AREA E PLANT MIX

SPECIES CAN BE SUBSTITUTED WITH OTHERS ON LIST IF UNAVAILABLE

TOTAL	CATEGORY	EVEN MIX OF SPECIES
91	SPECIMEN	CAT; QUV1; QUM1; LIQ1; TIA1
334	SECONDARY	AEG; APA; CAC; CLK; GLT; MOR; NYS; ROB
175	UNDERSTORY	AME4; CEO4; CRA4; MAC4; SAM4; VIB4
20	SCREENING	ILX4; JIV3; PGD3; PO3; THG3

PNA - AREA F PLANT MIX

SPECIES CAN BE SUBSTITUTED WITH OTHERS ON LIST IF UNAVAILABLE

TOTAL	CATEGORY	EVEN MIX OF SPECIES
57	SPECIMEN	CAT; QUV1; QUM1; LIQ1; TIA1
119	SECONDARY	AEG; APA; CAC; CLK; GLT; MOR; NYS; ROB
106	UNDERSTORY	AME4; CEO4; HAM4; MAC4; SAM4; VIB4
0	SCREENING	

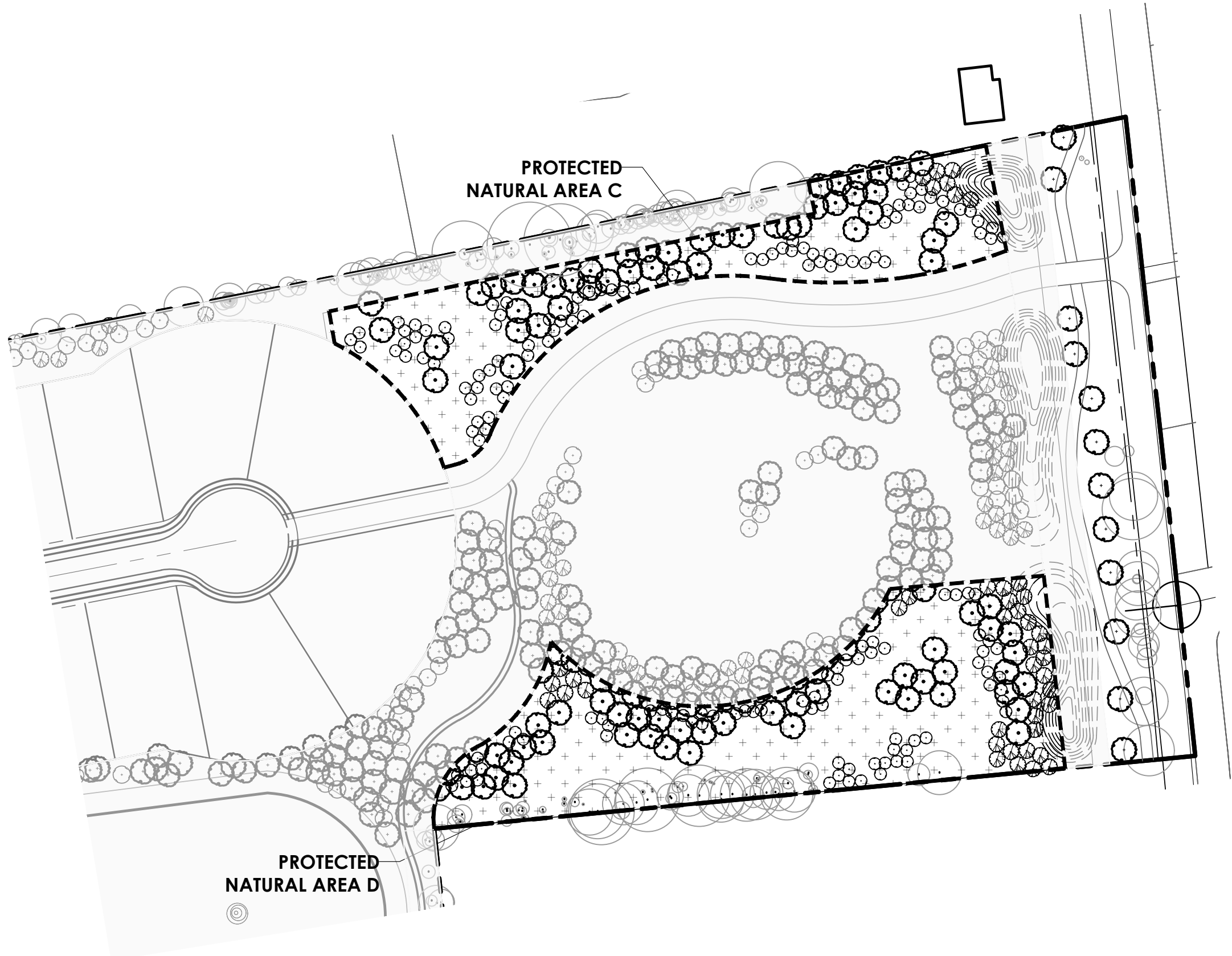
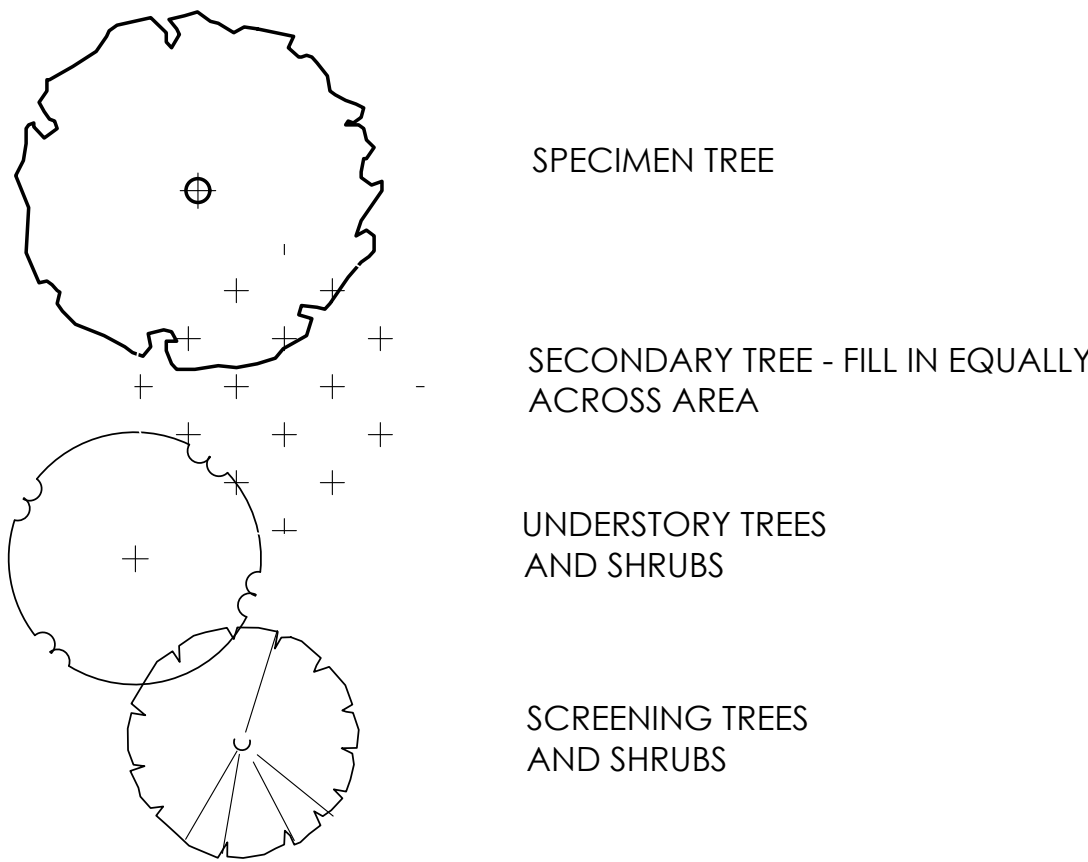
PROTECTED NATURAL AREA PLANT LIST

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

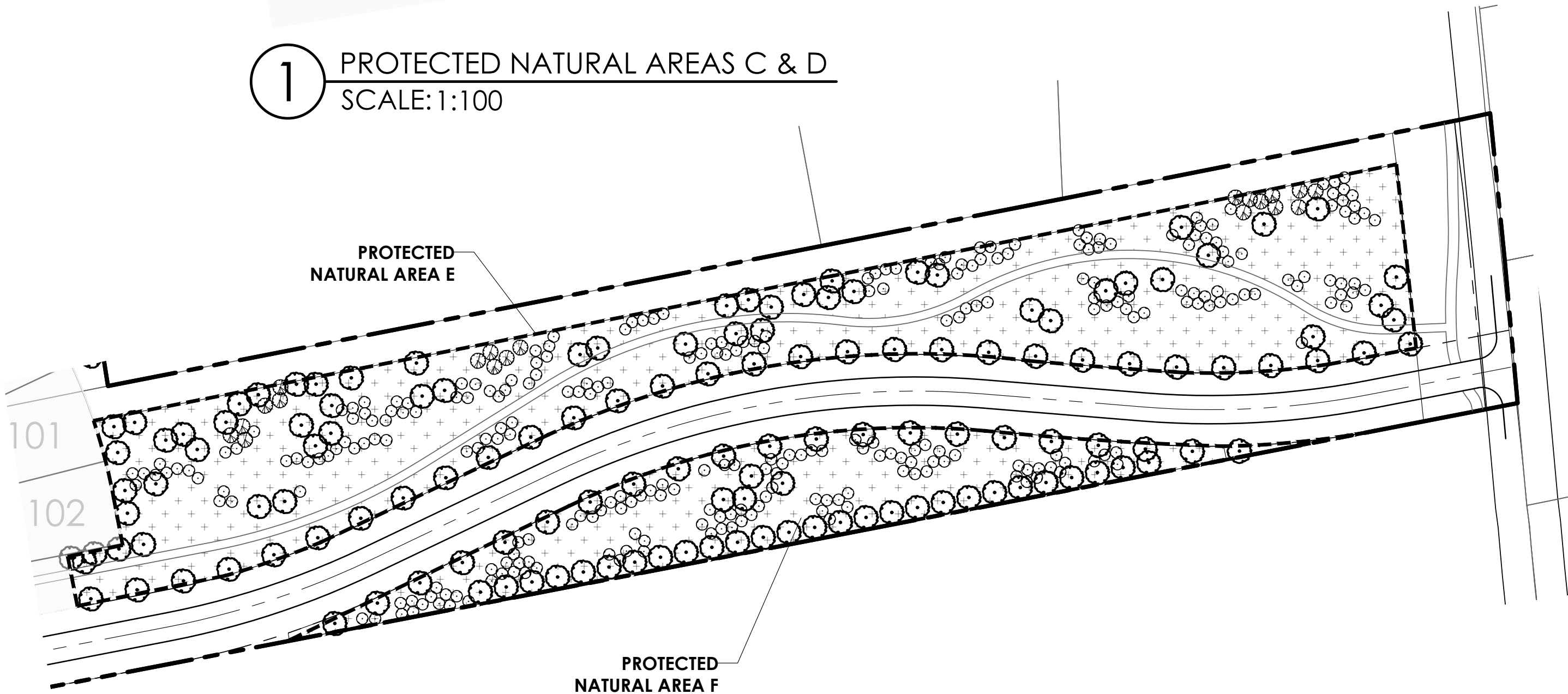
KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARKS
DECIDUOUS TREES - SPECIMEN					
ACE1	ACER X FREEMANII 'SIENNA'	SIENNA GLEN MAPLE	1.5" CAL.	B&B	
ACN	ACER NIGRUM	BLACK MAPLE	1.5" CAL.	B&B	
ACS1	ACER SACCHARUM	SUGAR MAPLE	1.5" CAL.	B&B	
AEF	AESCULUS FLAVA	YELLOW BUCKEYE	1.5" CAL.	B&B	
COV	CARYA OVATA	SHAGBARK HICKORY	1.5" CAL.	B&B	
CAT	CATALPA SPECIOSE	CATALPA SPECIOSE	1.5" CAL.	B&B	
GYD	GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE	1.5" CAL.	B&B	
LIQ1	LIQUIDAMBAR STYRACIFLUA	SWEETGUM	1.5" CAL.	B&B	
PLA1	PLATANUS X ACERIFOLIA 'BLOODGOOD'	BLOODGOOD LONDON PLANETREE	1.5" CAL.	B&B	
QUM1	QUERCUS MACROCARPA	BUR OAK	1.5" CAL.	B&B	
QSH1	QUERCUS SHUMARDII	SHUMARD OAK	1.5" CAL.	B&B	
QUV1	QUERCUS VELUTINA	BLACK OAK	1.5" CAL.	B&B	
TIA1	TILIA AMERICANA	AMERICAN BASSWOOD	1.5" CAL.	B&B	
DECIDUOUS TREES - SECONDARY					
ARB	ACER RUBRUM 'BRANDYWINE'	BRANDYWINE RED MAPLE	NO CAL.	BARE ROOT	
AEG	AESCULUS GLABRA	OHIO BUCKEYE	NO CAL.	BARE ROOT	
APA	AESCULUS PAVIA	RED BUCKEYE	NO CAL.	BARE ROOT	
AST	ASMINA TRILOBA	PAWPAW	NO CAL.	BARE ROOT	
BET	BETULA NIGRA 'CULLY'	HERITAGE RIVER BIRCH	NO CAL.	BARE ROOT	
CAC	CARPINUS CAROLINIANA	AMERICAN HORNBEAM	NO CAL.	BARE ROOT	
CLK	CLADRASTIS KENTUCKEA 'LUTEA'	AMERICAN YELLOWWOOD	NO CAL.	BARE ROOT	
GLT	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SKYCOLE'	SKYLINE HONEY LOCUST	NO CAL.	BARE ROOT	
MOR	MORUS RUBRA	RED MULBERRY	NO CAL.	BARE ROOT	
NYS	NYSSA SYLVATICA	BLACKGUM	NO CAL.	BARE ROOT	
ROB	ROBINIA PSEUDOACACIA 'PURPLE ROBE'	PURPLE ROBE LOCUST	NO CAL.	BARE ROOT	
SAS	SASSAFRAS ALBIDUM	SASSAFRAS	NO CAL.	BARE ROOT	
EVERGREEN TREES - SCREENING					
JIV3	JUNIPERUS VIRGINIANA	EASTERN REDCEDAR	3' HGT.	B&B	
PA3	PICEA ABIES	NORWAY SPRUCE	3' HGT.	B&B	
PM3	PICEA MEYERI	MEYER SPRUCE	3' HGT.	B&B	
PO3	PICEA OMORIKA	SERBIAN SPRUCE	3' HGT.	B&B	
PGD3	PICEA GLAUCA 'DENSATA'	BLACK HILLS SPRUCE	3' HGT.	B&B	
PIN3	PINUS STROBUS	WHITE PINE	3' HGT.	B&B	
THG3	THUJA STANDISHII X PLICATA 'GREEN GIANT'	GREEN GIANT ARBORVITAE	3' HGT.	B&B	
ORNAMENTAL TREES - UNDERSTORY					
AME4	AMELANCHIER CANADENSIS 'GLENNFORM'	RAINBOW PILLAR SERVICEBERRY	4' HGT.	B&B	MULTI-STEM
COR4	CORNUS MAS 'GOLDEN GLORY'	GOLDEN GLORY CORNELIAN DOGWOOD	4' HGT.	B&B	
CRA4	CRATAEGUS VIRIDIS 'WINTER KING'	WINTER KING HAWTHORN	4' HGT.	B&B	
MAG4	MAGNOLIA VIRGINIANA	SWEETBAY MAGNOLIA	4' HGT.	B&B	MULTI-STEM
MAC4	MAGNOLIA ACUMINATA	CUCUMBERTREE	4' HGT.	B&B	MULTI-STEM
PRV	PRUNUS VIRGINIANA	CHOKECHERRY	4' HGT.	B&B	
SHRUBS					
LIB4	LINDERA BENZOIN	NORTHERN SPICEBUSH	4' HGT	CONT.	
CEO4	CEPHALANTHUS OCCIDENTALIS	BUTTONBUSH	4' HGT	CONT.	
HAM4	HAMAMELIS VIRGINIANA	COMMON WITCH HAZEL	4' HGT	CONT.	
HYD4	HYDRANGEA QUERCIFOLIA 'ALICE'	ALICE OAKLEAF HYDRANGEA	4' HGT	CONT.	
SAM4	SAMBUCUS CANADENSIS	AMERICAN ELDERBERRY	4' HGT	CONT.	
VIB4	VIBURNUM LANTANA 'MOHICAN'	MOHICAN VIBURNUM	4' HGT	CONT.	
ILX4	ILEX VERTICILLIATA	WINTERBERRY	4' HGT	CONT.	

PLANT KEY TYPICALS
FOR PROTECTED NATURAL AREA

SEE PLANT LIST FOR SPECIFIC PLANT SPECIES



1 PROTECTED NATURAL AREAS C & D
SCALE: 1:100



2 PROTECTED NATURAL AREAS E & F
SCALE: 1:100

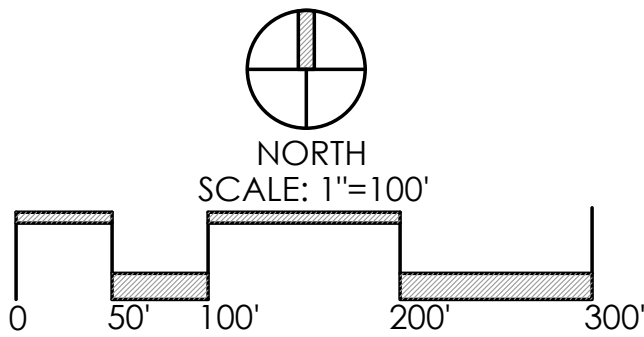
PROTECTED NATURAL AREA LANDSCAPE PLAN - EAST

EXHIBIT D-3.1

HOLLYBROOK

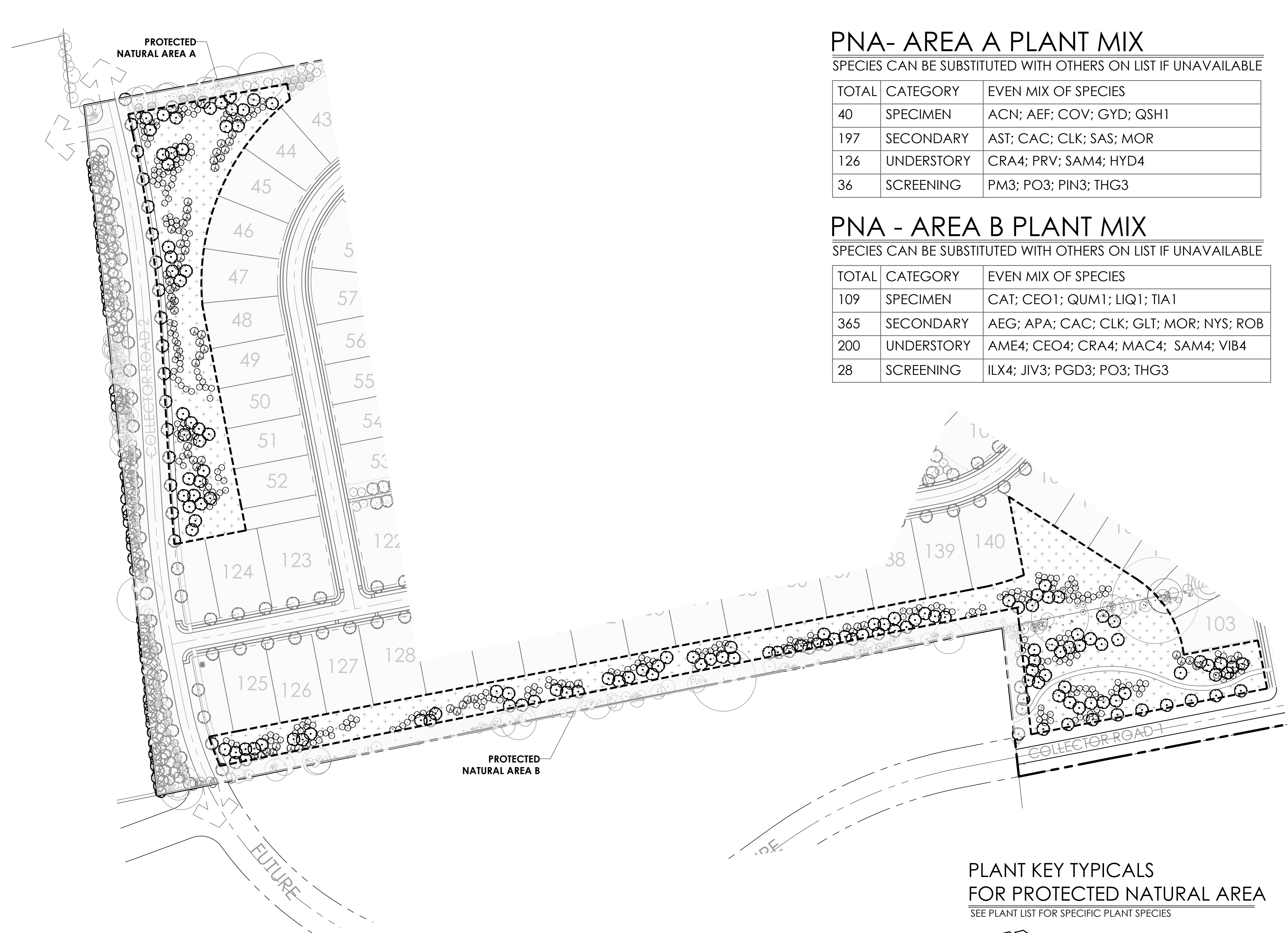
PREPARED FOR KIRAN BASIREDDY

DATE: 5.20.24



Faris Planning & Design

LAND PLANNING LANDSCAPE ARCHITECTURE
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PNA- AREA A PLANT MIX

SPECIES CAN BE SUBSTITUTED WITH OTHERS ON LIST IF UNAVAILABLE

TOTAL	CATEGORY	EVEN MIX OF SPECIES
40	SPECIMEN	ACN; AEF; COV; GYD; QSH1
197	SECONDARY	AST; CAC; CLK; SAS; MOR
126	UNDERSTORY	CRA4; PRV; SAM4; HYD4
36	SCREENING	PM3; PO3; PIN3; THG3

PNA - AREA B PLANT MIX

SPECIES CAN BE SUBSTITUTED WITH OTHERS ON LIST IF UNAVAILABLE

TOTAL	CATEGORY	EVEN MIX OF SPECIES
109	SPECIMEN	CAT; CEO1; QUM1; LIQ1; TIA1
365	SECONDARY	AEG; APA; CAC; CLK; GLT; MOR; NYS; ROB
200	UNDERSTORY	AME4; CEO4; CRA4; MAC4; SAM4; VIB4
28	SCREENING	ILX4; JIV3; PGD3; PO3; THG3

PROTECTED NATURAL AREA PLANT LIST

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARKS
DECIDUOUS TREES - SPECIMEN						
	ACN	ACER NIGRUM	BLACK MAPLE	1.5" CAL.	B&B	
	AEF	AESCULUS FLAVA	YELLOW BUCKEYE	1.5" CAL.	B&B	
	COV	CARYA OVATA	SHAGBARK HICKORY	1.5" CAL.	B&B	
	CAT	CATALPA SPECIOSE	CATALPA SPECIOSE	1.5" CAL.	B&B	
	CEO1	CELTIS OCCIDENTALIS	HACKBERRY	1.5" CAL.	B&B	
	GYD	GYMNOCLADUS DIOICUS	KENTUCKY COFFEETREE	1.5" CAL.	B&B	
	LIQ1	LIQUIDAMBAR STYRACIFLUA	SWEETGUM	1.5" CAL.	B&B	
	QUM1	QUERCUS MACROCARPA	BUR OAK	1.5" CAL.	B&B	
	QSH1	QUERCUS SHUMARDII	SHUMARD OAK	1.5" CAL.	B&B	
	TIA1	TILIA AMERICANA 'REDMOND'	REDMOND AMERICAN LINDEN	1.5" CAL.	B&B	
DECIDUOUS TREES - SECONDARY						
	AEG	AESCULUS GLABRA	OHIO BUCKEYE	NO CAL.	BARE ROOT	
	APA	AESCULUS PAVIA	RED BUCKEYE	NO CAL.	BARE ROOT	
	AST	ASMINA TRILOBA	PAWPAW	NO CAL.	BARE ROOT	
	CAC	CARPINUS CAROLINIANA	AMERICAN HORNBEAM	NO CAL.	BARE ROOT	
	CLK	CLADRSTIS KENTUCKEA 'LUTEA'	AMERICAN YELLOWWOOD	NO CAL.	BARE ROOT	
	GLT	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SKYCOLE'	SKYLINE HONEY LOCUST	NO CAL.	BARE ROOT	
	MOR	MORUS RUBRA	RED MULBERRY	NO CAL.	BARE ROOT	
	NYS	NYSSA SYLVATICA	BLACKGUM	NO CAL.	BARE ROOT	
	ROB	ROBINIA PSEUDOACACIA 'PURPLE ROBE'	PURPLE ROBE LOCUST	NO CAL.	BARE ROOT	
	SAS	SASSAFRAS ALBIDUM	SASSAFRAS	NO CAL.	BARE ROOT	
EVERGREEN TREES - SCREENING						
	JIV3	JUNIPERUS VIRGINIANA	EASTERN REDCEDAR	3' HGT.	B&B	
	PM3	PICEA MEYERI	MEYER SPRUCE	3' HGT.	B&B	
	PO3	PICEA OMORIKA	SERBIAN SPRUCE	3' HGT.	B&B	
	PGD3	PICEA GLAUCA 'DENSATA'	BLACK HILLS SPRUCE	3' HGT.	B&B	
	PIN3	PINUS STROBUS	WHITE PINE	3' HGT.	B&B	
	THG3	THUJA STANDISHII X PLICATA 'GREEN GIANT'	GREEN GIANT ARBORVITAE	3' HGT.	B&B	
ORNAMENTAL TREES - UNDERSTORY						
	AME4	AMELANCHIER CANADENSIS 'GLENNFORM'	RAINBOW PILLAR SERVICEBERRY	4' HGT.	B&B	MULTI-STEM
	CRA4	CRATAEGUS VIRIDIS 'WINTER KING'	WINTER KING HAWTHORN	4' HGT.	B&B	
	MAC4	MAGNOLIA ACUMINATA	CUCUMBERTREE	4' HGT.	B&B	MULTI-STEM
	PRV	PRUNUS VIRGINIANA	CHOKECHERRY	4' HGT.	B&B	
SHRUBS						
	CEO4	CEPHALANTHUS OCCIDENTALIS	BUTTONBUSH	4' HGT	CONT.	
	HYD4	HYDRANGEA QUERCIFOLIA 'ALICE'	ALICE OAKLEAF HYDRANGEA	4' HGT	CONT.	
	SAM4	SAMBUCUS CANADENSIS	AMERICAN ELDERBERRY	4' HGT	CONT.	
	VIB4	VIBURNUM LANTANA 'MOHICAN'	MOHICAN VIBURNUM	4' HGT	CONT.	
	ILX4	ILEX VERTICILLIATA	WINTERBERRY	4' HGT	CONT.	

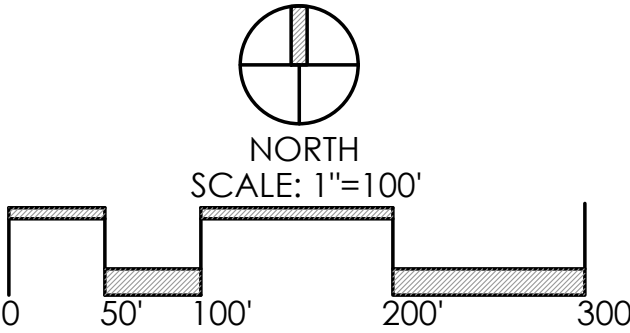
PROTECTED NATURAL AREA LANDSCAPE PLAN - WEST

EXHIBIT D-3

HOLLYBROOK

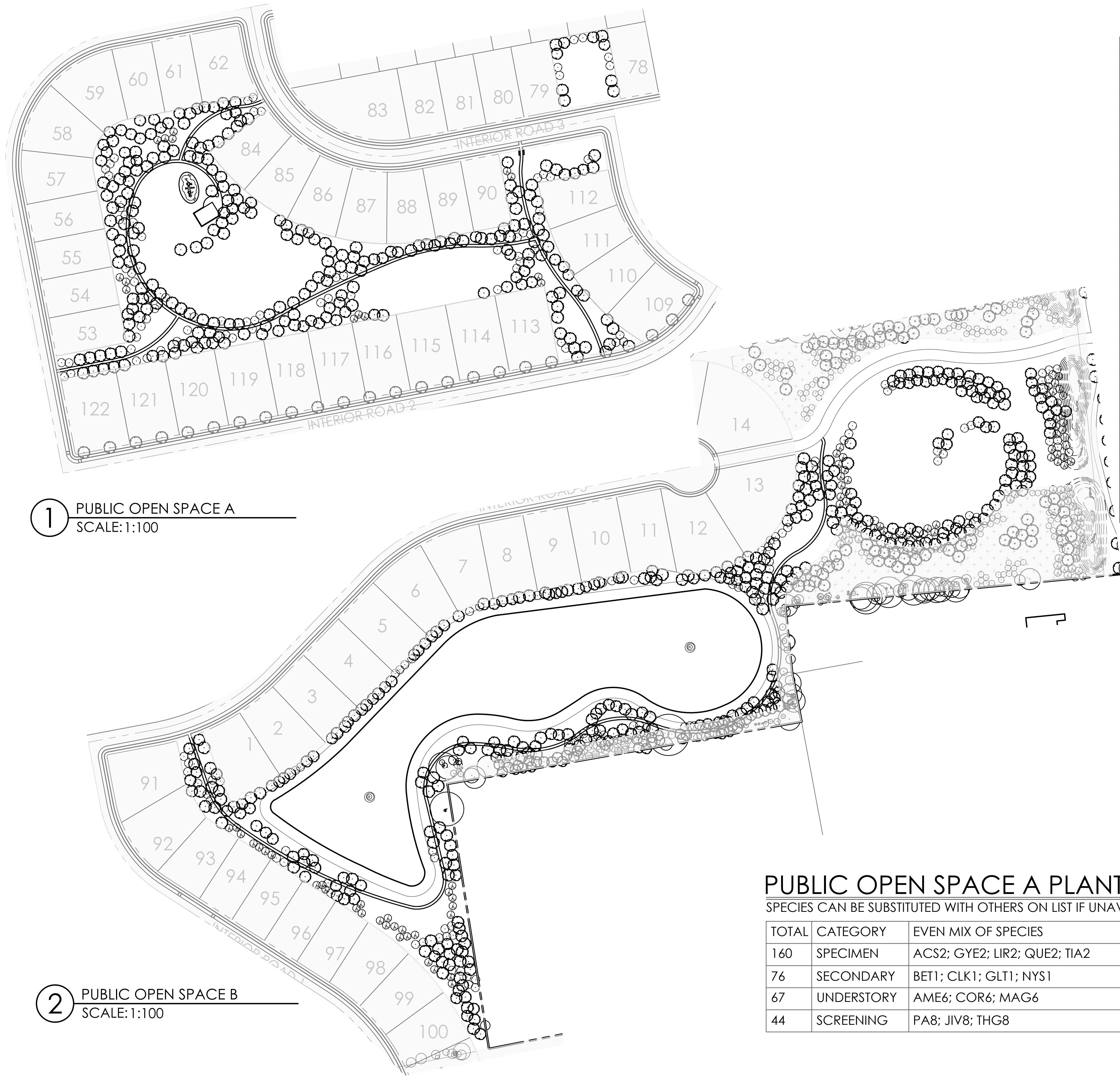
PREPARED FOR KIRAN BASIREDDY

DATE: 5.20.24



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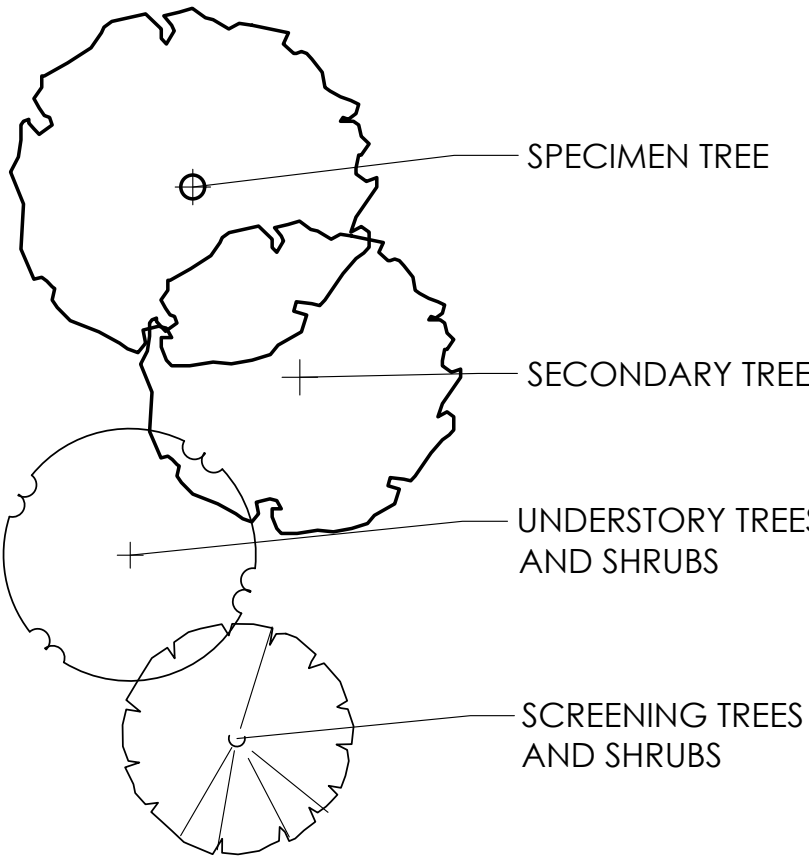
PUBLIC OPEN SPACE PLANT LIST

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARKS
DECIDUOUS TREES - SPECIMEN						
	ACS2	ACER SACCHARUM	SUGAR MAPLE	2.5" CAL.	B&B	
	GYE2	GYMNOCLADUS DIOICUS 'ESPRESSO-JFS'	ESPRESSO KENTUCKY COFFEE TREE	2.5" CAL.	B&B	
	LIR2	LIRODENDRON TULIPIFERA	TULIP TREE	2.5" CAL.	B&B	
	LIQ2	LIQUIDAMBAR STYRACIFLUA	SWEETGUM	2.5" CAL.	B&B	
	PLA2	PLATANUS X ACERIFOLIA 'BLOODGOOD'	BLOODGOOD LONDON PLANETREE	2.5" CAL.	B&B	
	QBI2	QUERCUS BICOLOR	SWAMP WHITE OAK	2.5" CAL.	B&B	
	QUE2	QUERCUS RUBRA	RED OAK	2.5" CAL.	B&B	
	QSH2	QUERCUS SHUMARDII	SHUMARD OAK	2.5" CAL.	B&B	
	TAX2	TAXODIUM DISTICHUM	COMMON BALDCYPRESS	2.5" CAL.	B&B	
	TIA2	TILIA AMERICANA	AMERICAN BASSWOOD	2.5" CAL.	B&B	
DECIDUOUS TREES - SECONDARY						
	ARB1	ACER RUBRUM 'BRANDYWINE'	BRANDYWINE RED MAPLE	1.5" CAL.	B&B	
	AEG1	AESCULUS GLABRA	OHIO BUCKEYE	1.5" CAL.	B&B	
	APA1	AESCULUS PAVIA	RED BUCKEYE	1.5" CAL.	B&B	
	BET1	BETULA NIGRA 'CULLY'	HERITAGE RIVER BIRCH	1.5" CAL.	B&B	
	CAC1	CARPINUS CAROLINIANA	AMERICAN HORNBEAM	1.5" CAL.	B&B	
	CLK1	CLADRASTIS KENTUCKEA 'LUTEA'	AMERICAN YELLOWWOOD	1.5" CAL.	B&B	
	GLT1	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SKYCOLE'	SKYLINE HONEY LOCUST	1.5" CAL.	B&B	
	NYS1	NYSSA SYLVATICA	BLACKGUM	1.5" CAL.	B&B	
EVERGREEN TREES - SCREENING						
	JIV8	JUNIPERUS VIRGINIANA	EASTERN REDCEDAR	8' HGT.	B&B	
	PA8	PICEA ABIES	NORWAY SPRUCE	8' HGT.	B&B	
	PM8	PICEA MEYERI	MEYER SPRUCE	8' HGT.	B&B	
	PO8	PICEA OMORIKA	SERBIAN SPRUCE	8' HGT.	B&B	
	PIN8	PINUS STROBUS	WHITE PINE	8' HGT.	B&B	
	THG8	THUJA STANDISHII X PLICATA 'GREEN GIANT'	GREEN GIANT ARBORVITAE	8' HGT.	B&B	
ORNAMENTAL TREES - UNDERSTORY						
	AME6	AMELANCHIER CANADENSIS 'GLENNFORM'	RAINBOW PILLAR SERVICEBERRY	6' HGT.	B&B	MULTI-STEM
	COR6	CORNUS MAS 'GOLDEN GLORY'	GOLDEN GLORY CORNELIAN DOGWOOD	6' HGT.	B&B	
	CRA6	CRATAEGUS VIRIDIS 'WINTER KING'	WINTER KING HAWTHORN	6' HGT.	B&B	
	MAC6	MAGNOLIA ACUMINATA	CUCUMBERTREE	6' HGT.	B&B	
	MAG6	MAGNOLIA VIRGINIANA	SWEETBAY MAGNOLIA	6' HGT.	B&B	
	SYR6	SYRINGA RETICULATA 'IVORY SILK'	IVORY SILK TREE LILAC	6' HGT.	B&B	

PLANT KEY TYPICALS
FOR PUBLIC OPEN SPACE

SEE PLANT LIST FOR SPECIFIC PLANT SPECIES



PUBLIC OPEN SPACE A PLANT MIX

SPECIES CAN BE SUBSTITUTED WITH OTHERS ON LIST IF UNAVAILABLE

TOTAL	CATEGORY	EVEN MIX OF SPECIES
160	SPECIMEN	ACS2; GYE2; LIR2; QUE2; TIA2
76	SECONDARY	BET1; CLK1; GLT1; NYS1
67	UNDERSTORY	AME6; COR6; MAG6
44	SCREENING	PA8; JIV8; THG8

PUBLIC OPEN SPACE B PLANT MIX

SPECIES CAN BE SUBSTITUTED WITH OTHERS ON LIST IF UNAVAILABLE

TOTAL	CATEGORY	EVEN MIX OF SPECIES
176	SPECIMEN	LIQ2; PLA2; QBI2; QSH2; TAX2
176	SECONDARY	AEG1; ARB1; APA1; CAC1
101	UNDERSTORY	CRA6; MAC6; SYR6
40	SCREENING	PM8; PO8; PIN8; THG8

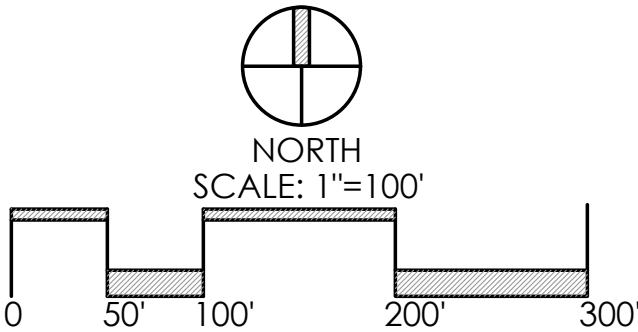
PUBLIC OPEN SPACE LANDSCAPE PLAN

HOLLYBROOK

PREPARED FOR KIRAN BASIREDDY

DATE: 5.20.24

EXHIBIT D-4



Faris Planning & Design

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

SCREENING AREA A PLANT MIX

SPECIES CAN BE SUBSTITUTED WITH OTHERS ON LIST IF UNAVAILABLE

TOTAL	CATEGORY	EVEN MIX OF SPECIES
39	SPECIMEN	ACE2; GYE2; LIR2; QUV2
80	SECONDARY	ARB1; CAC1; CLK1; GLT1; NYS1
41	UNDERSTORY	AME6; CRA6; MAG6; SYR6
39	SCREENING	JIV6; PA6; PO6; PM6; THG6

SCREENING AREA B SUPPLEMENTAL PLANT MIX

SPECIES CAN BE SUBSTITUTED WITH OTHERS ON LIST IF UNAVAILABLE

TOTAL	CATEGORY	EVEN MIX OF SPECIES
49	UNDERSTORY	AME6; COR6; CRA6
15	SCREENING	PO6; PM6; THG6

SCREENING AREA C SUPPLEMENTAL PLANT MIX

SPECIES CAN BE SUBSTITUTED WITH OTHERS ON LIST IF UNAVAILABLE

TOTAL	CATEGORY	EVEN MIX OF SPECIES
34	UNDERSTORY	AME4; COR4; CRA4
20	SCREENING	PA8; PM8; THG8

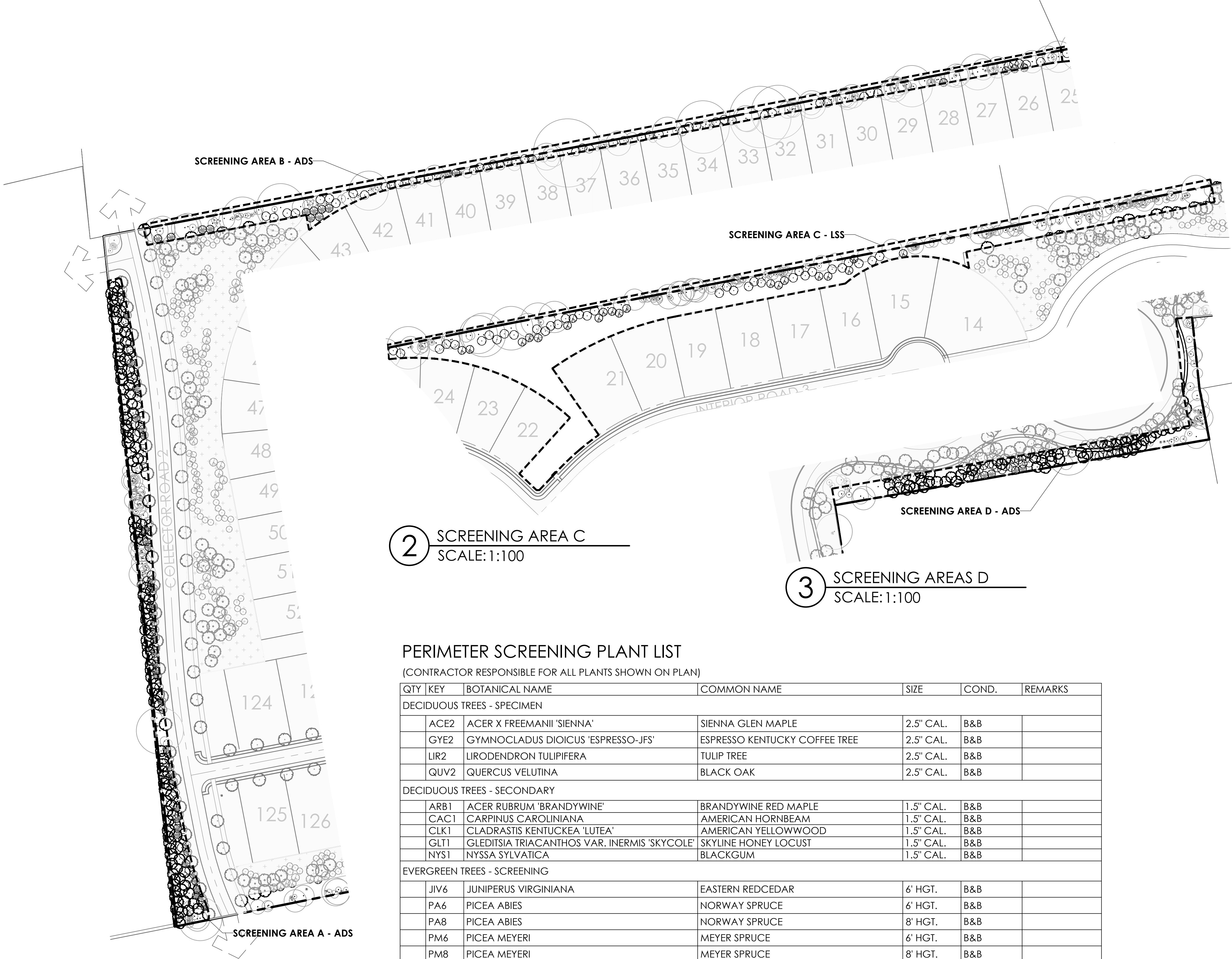
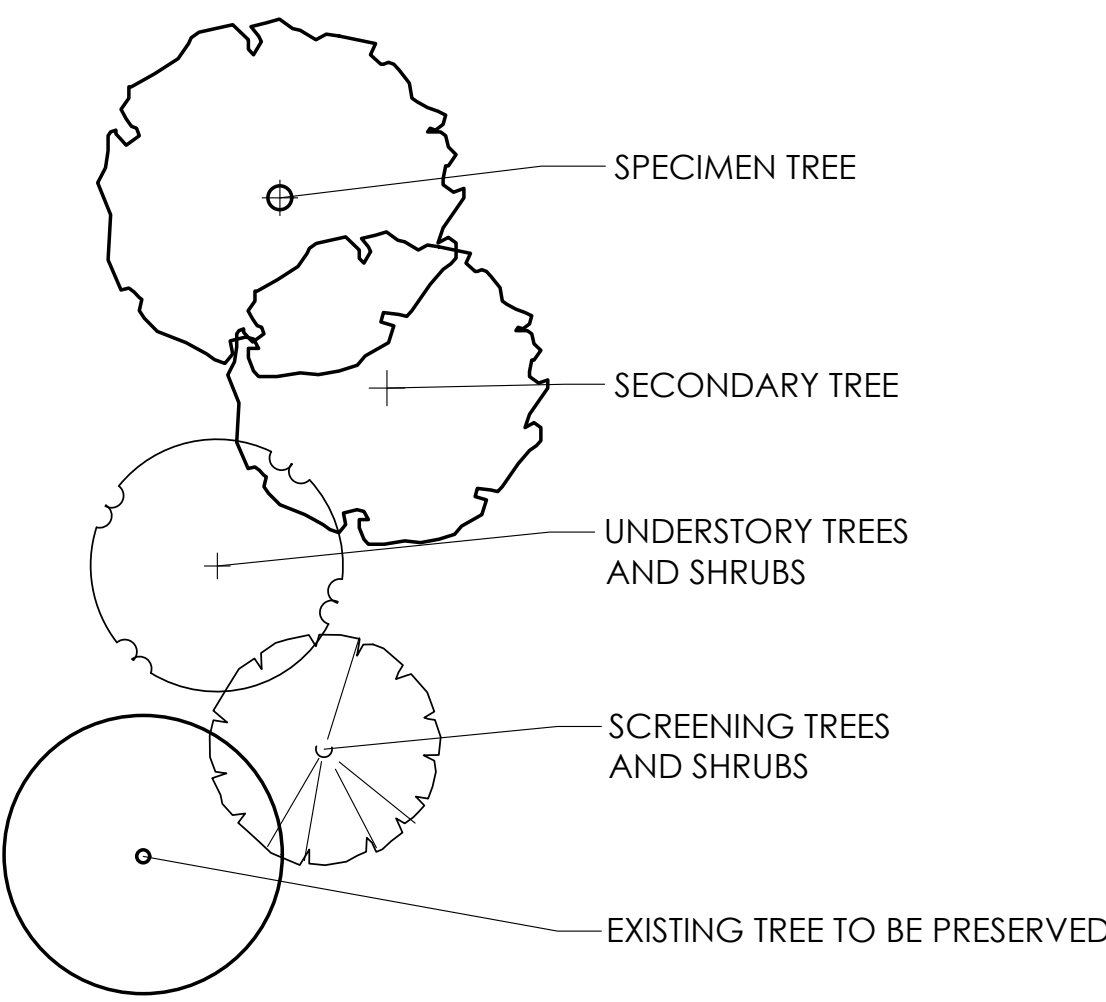
SCREENING AREA D PLANT MIX

SPECIES CAN BE SUBSTITUTED WITH OTHERS ON LIST IF UNAVAILABLE

TOTAL	CATEGORY	EVEN MIX OF SPECIES
4	SPECIMEN	QUV2
49	SECONDARY	CAC1; CLK1; GLT1; NYS1
31	UNDERSTORY	AME6; CRA6; MAG6; SYR6
4	SCREENING	PM6

PLANT KEY TYPICALS
FOR PERIMETER SCREENING

SEE PLANT LIST FOR SPECIFIC PLANT SPECIES



2 SCREENING AREA C
SCALE: 1:100

3 SCREENING AREAS D
SCALE: 1:100

PERIMETER SCREENING PLANT LIST

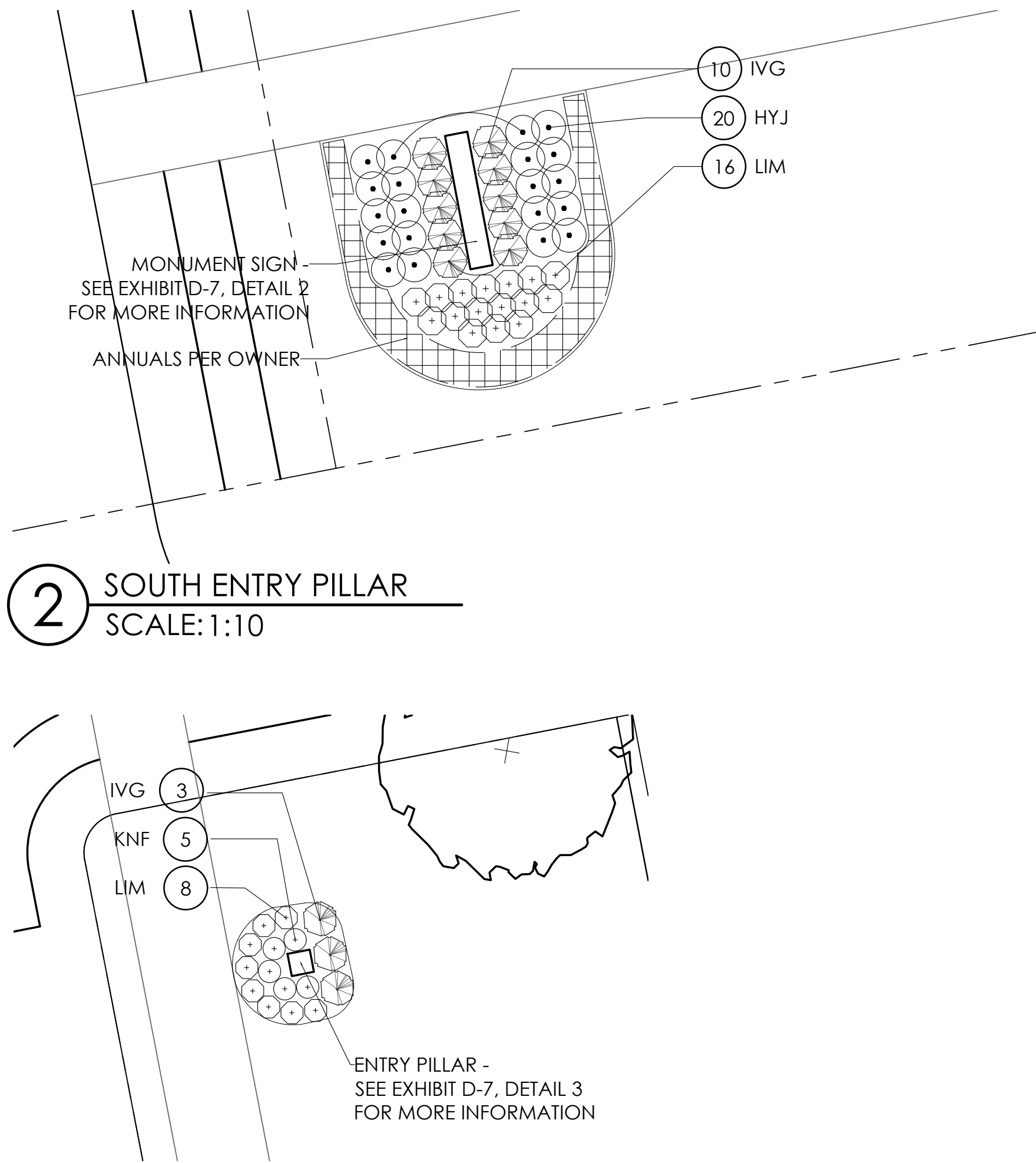
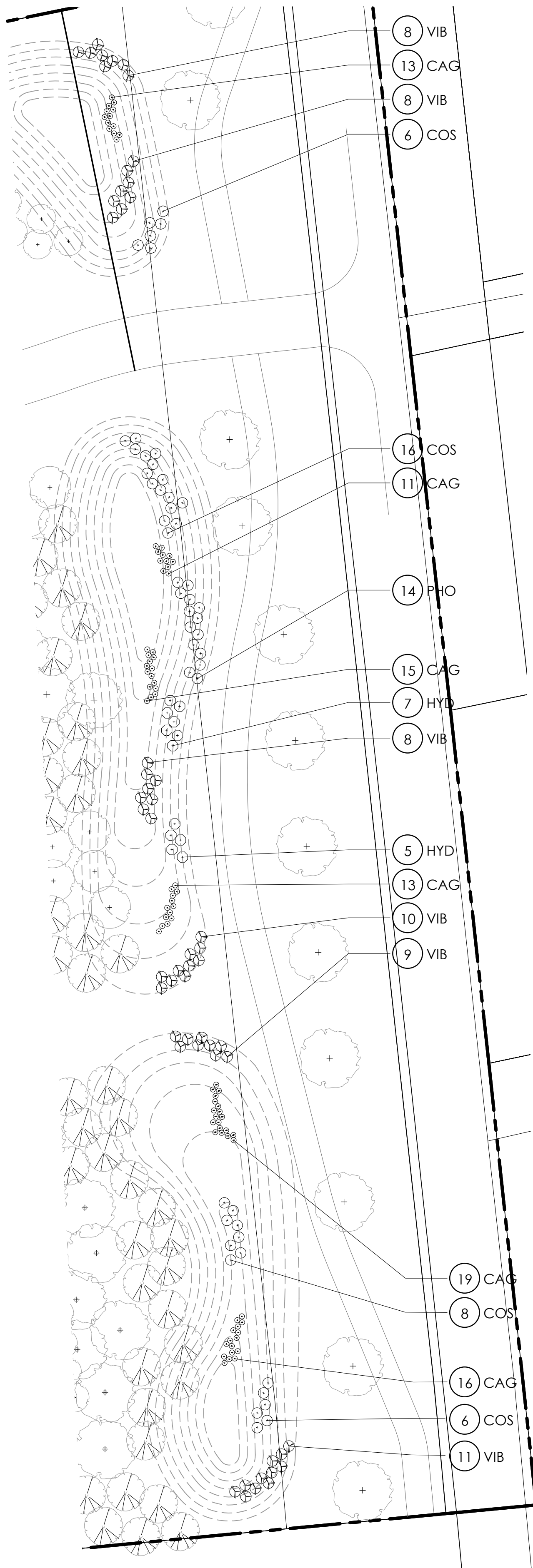
(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARKS
DECIDUOUS TREES - SPECIMEN						
	ACE2	ACER X FREEMANII 'SIENNA'	SIENNA GLEN MAPLE	2.5" CAL.	B&B	
	GYE2	GYMNOCLADUS DIOICUS 'ESPRESSO-JFS'	ESPRESSO KENTUCKY COFFEE TREE	2.5" CAL.	B&B	
	LIR2	LIRODENDRON TULIIFERA	TULIP TREE	2.5" CAL.	B&B	
	QUV2	QUERCUS VELUTINA	BLACK OAK	2.5" CAL.	B&B	
DECIDUOUS TREES - SECONDARY						
	ARB1	ACER RUBRUM 'BRANDYWINE'	BRANDYWINE RED MAPLE	1.5" CAL.	B&B	
	CAC1	CARPINUS CAROLINIANA	AMERICAN HORNBEAM	1.5" CAL.	B&B	
	CLK1	CLADRASTIS KENTUCKEA 'LUTEA'	AMERICAN YELLOWWOOD	1.5" CAL.	B&B	
	GLT1	GLEDITSIA TRIACANTHOS VAR. INERMIS 'SKYCOLE'	SKYLINE HONEY LOCUST	1.5" CAL.	B&B	
	NYS1	NYSSA SYLVATICA	BLACKGUM	1.5" CAL.	B&B	
EVERGREEN TREES - SCREENING						
	JIV6	JUNIPERUS VIRGINIANA	EASTERN REDCEDAR	6' HGT.	B&B	
	PA6	PICEA ABIES	NORWAY SPRUCE	6' HGT.	B&B	
	PA8	PICEA ABIES	NORWAY SPRUCE	8' HGT.	B&B	
	PM6	PICEA MEYERI	MEYER SPRUCE	6' HGT.	B&B	
	PM8	PICEA MEYERI	MEYER SPRUCE	8' HGT.	B&B	
	PO6	PICEA OMORIKA	SERBIAN SPRUCE	6' HGT.	B&B	
	THG8	THUJA STANDISHII X PLICATA 'GREEN GIANT'	GREEN GIANT ARBORVITAE	8' HGT.	B&B	
	THG6	THUJA STANDISHII X PLICATA 'GREEN GIANT'	GREEN GIANT ARBORVITAE	6' HGT.	B&B	
ORNAMENTAL TREES - UNDERSTORY						
	AME6	AMELANCHIER CANADENSIS 'GLENNFORM'	RAINBOW PILLAR SERVICEBERRY	6' HGT.	B&B	MULTI-STEM
	AME4	AMELANCHIER CANADENSIS 'GLENNFORM'	RAINBOW PILLAR SERVICEBERRY	4' HGT.	B&B	
	COR6	CORNUS MAS 'GOLDEN GLORY'	GOLDEN GLORY CORNELIAN DOGWOOD	6' HGT.	B&B	
	COR4	CORNUS MAS 'GOLDEN GLORY'	GOLDEN GLORY CORNELIAN DOGWOOD	4' HGT.	B&B	
	CRA6	CRATAEGUS VIRIDIS 'WINTER KING'	WINTER KING HAWTHORN	6' HGT.	B&B	
	CRA4	CRATAEGUS VIRIDIS 'WINTER KING'	WINTER KING HAWTHORN	4' HGT.	B&B	
	MAG6	MAGNOLIA VIRGINIANA	SWEETBAY MAGNOLIA	6' HGT.	B&B	
	SYR6	SYRINGA RETICULATA 'IVORY SILK'	IVORY SILK TREE LILAC	6' HGT.	B&B	

1 SCREENING AREAS A & B
SCALE: 1:100

PERIMETER SCREENING LANDSCAPE PLAN

EXHIBIT D-5



3 WEST ENTRY PILLAR
SCALE: 1:10

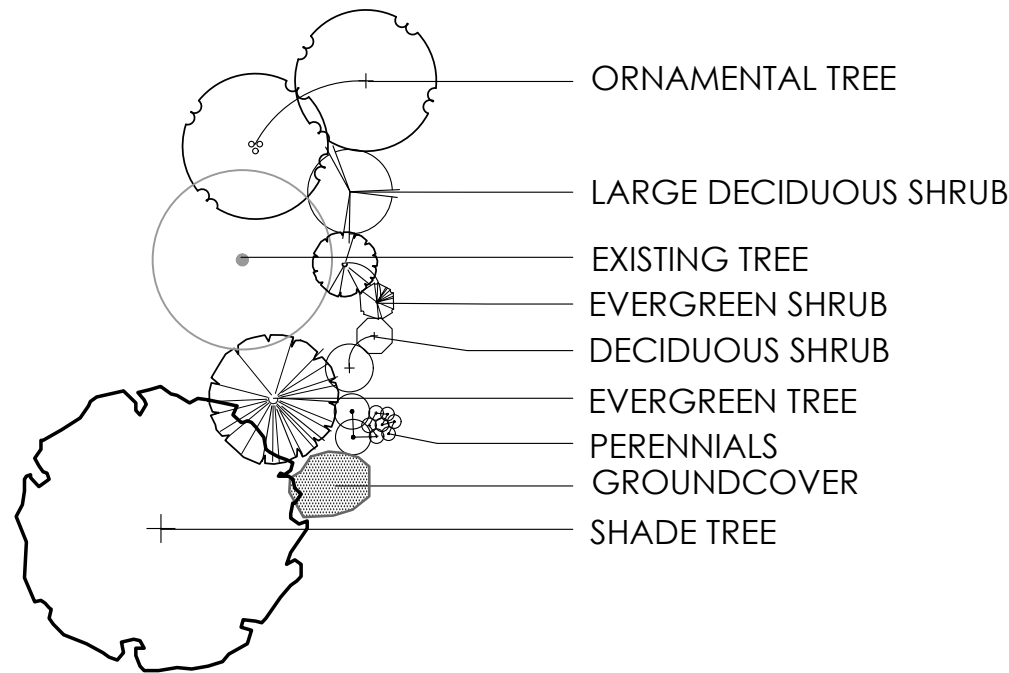
PLANT LIST

(CONTRACTOR RESPONSIBLE FOR ALL PLANTS SHOWN ON PLAN)

QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	COND.	REMARKS
SHRUBS						
36	COS	CORNUS SERICEA 'CARDINAL'	CARDINAL REDTWIG DOGWOOD	18" -24" HGT.	CONT.	
12	HYD	HYDRANGEA QUERCIFOLIA 'ALICE'	ALICE OAKLEAF HYDRANGEA	18" -24" HGT.	CONT.	
20	HYJ	HYDRANGEA PANICULATA 'JANE'	LITTLE LIME PANICLE HYDRANGEA	18" -24" HGT.	CONT.	
13	IVG	ILEX GLABRA 'SHAMROCK'	SHAMROCK INKBERRY	18" -24" HGT.	CONT.	
14	PHO	PHYSOCARPUS OPULIFOLIUS 'JEFAM'	AMBER JUBILEE NINEBARK	18" -24" HGT.	CONT.	
54	VIB	VIBURNUM LANTANA 'MOHICAN'	MOHICAN VIBURNUM	18" -24" HGT.	CONT.	
PERENNIALS AND ORNAMENTAL GRASSES						
87	CAG	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	NO 2.	CONT.	
5	KNF	KNIPHOFIA FLAMENCO	FLAMENCO RED HOT POKER	NO 1.	CONT.	
24	LIM	LIRIOPE MUSCARI 'BIG BLUE'	BIG BLUE LILYTURF	NO 1.	CONT.	

PLANT KEY TYPICALS

SEE PLANT LIST FOR SPECIFIC PLANT SPECIES



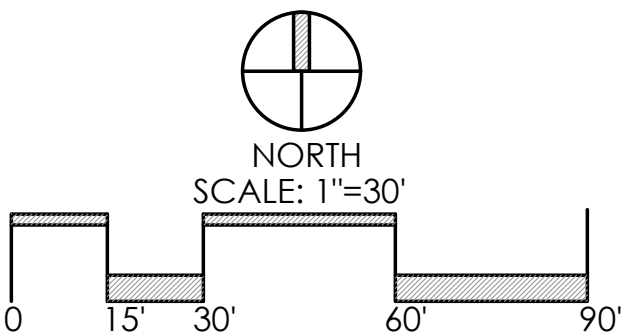
LANDSCAPE ENLARGEMENT- RWS SCREENING AND ENTRY FEATURES

EXHIBIT D-6

HOLLYBROOK

PREPARED FOR KIRAN BASIREDDY

DATE: 5.20.24

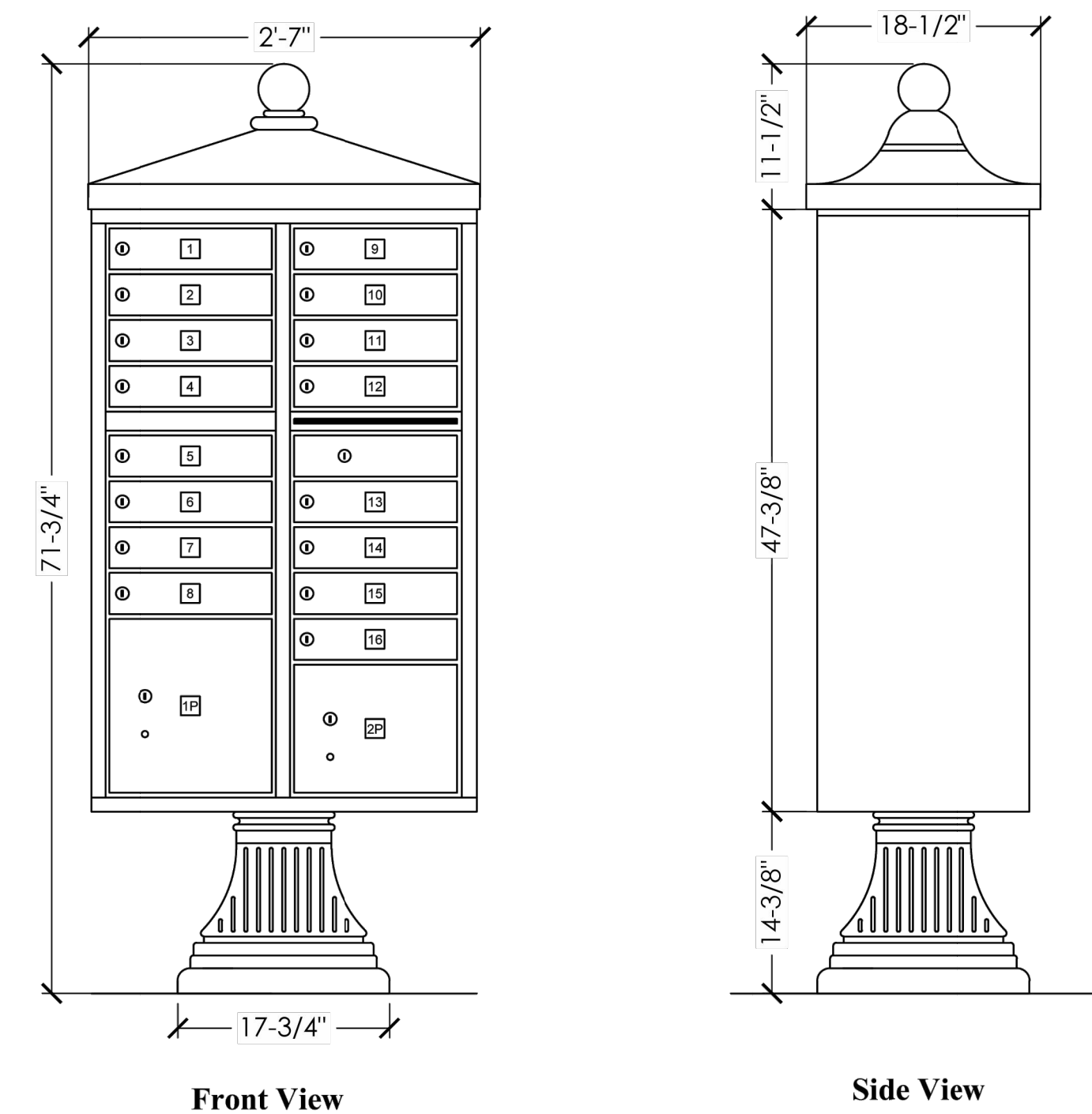


Faris Planning & Design

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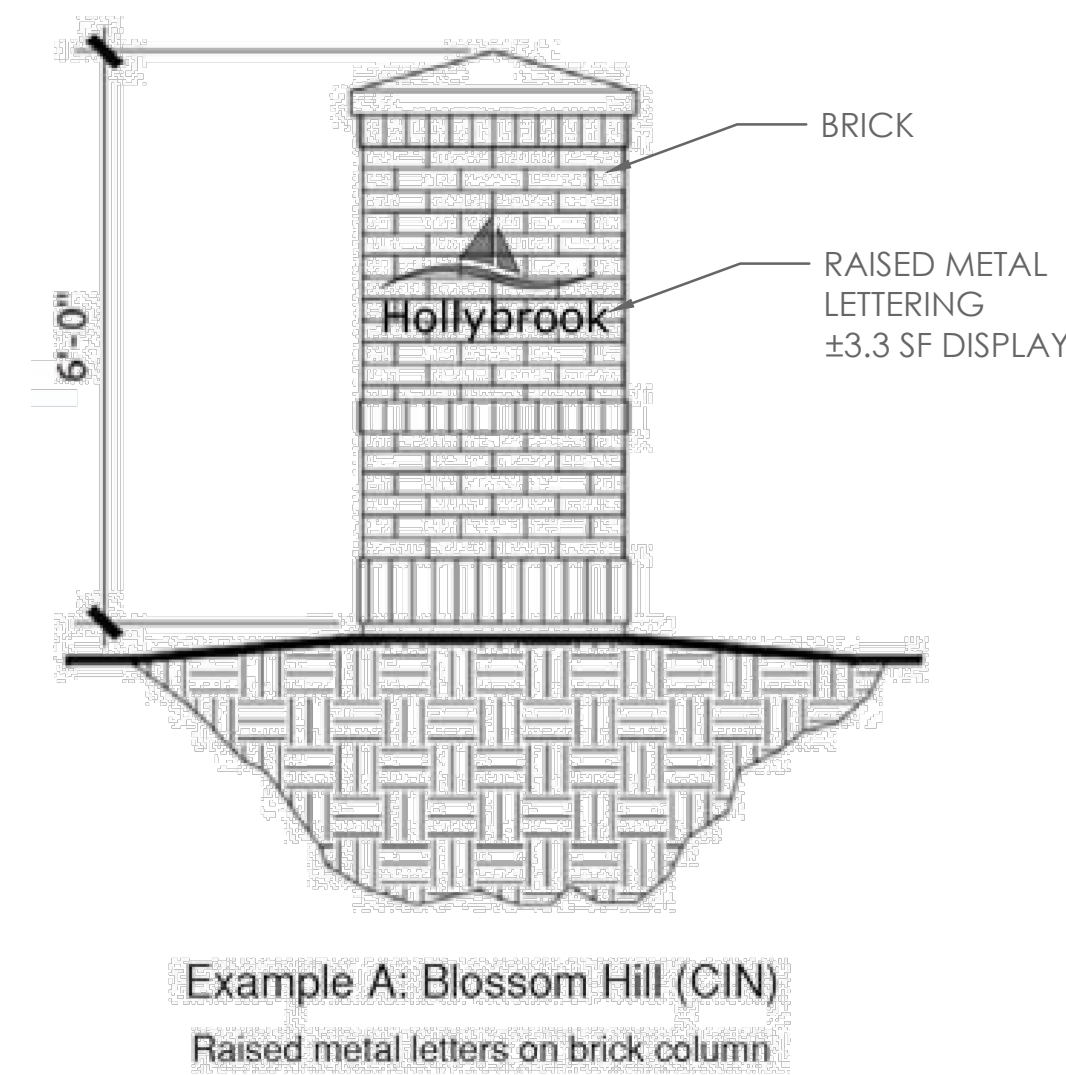
4 TOT LOT
SCALE: N.T.S.
(OR OWNER APPROVED EQUAL)



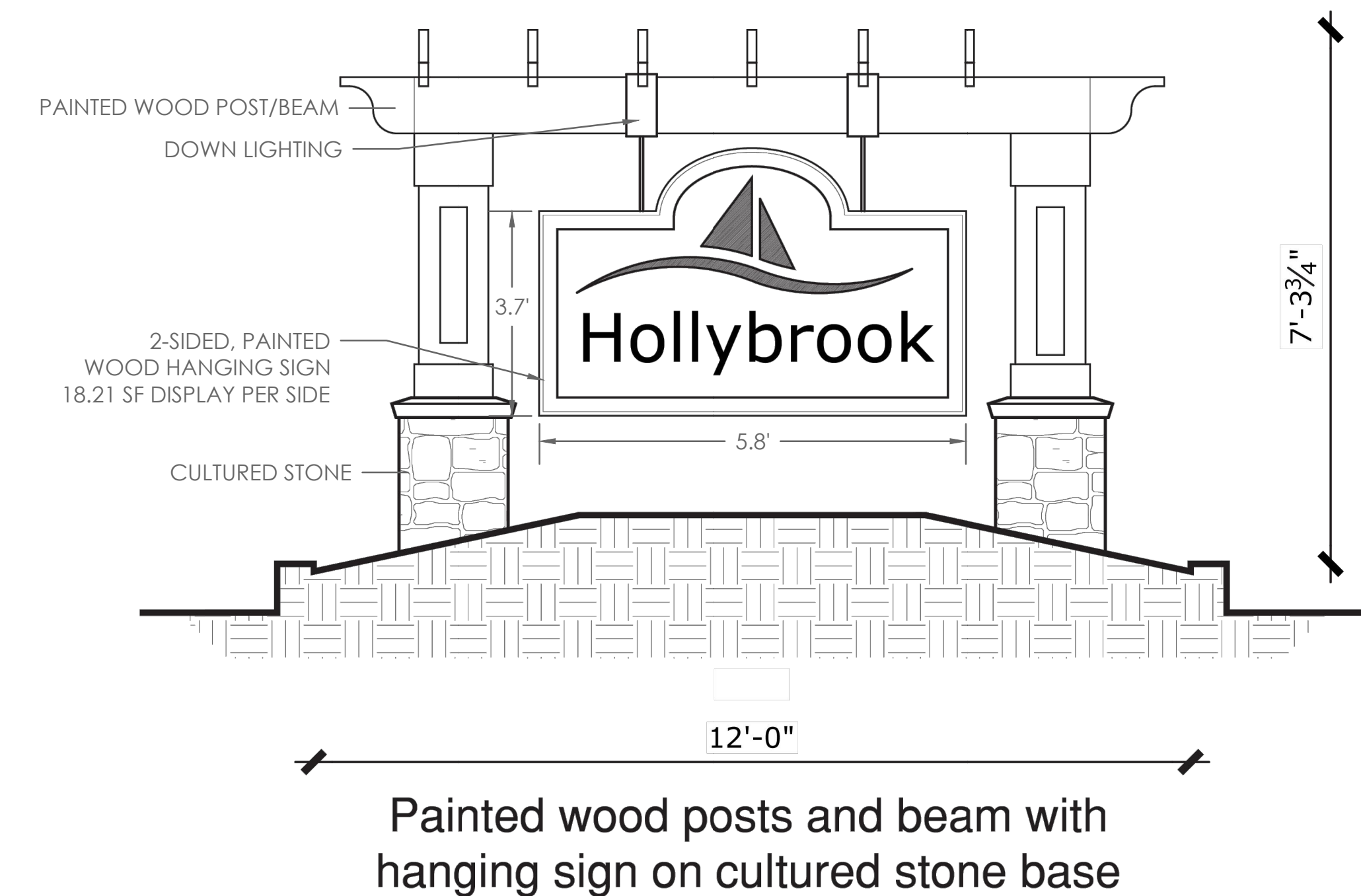
1 16 UNIT CBU
SCALE: N.T.S.



5 OPEN AIR SHELTER (MIN 20' X 40')
SCALE: N.T.S.
(OR OWNER APPROVED EQUAL)



3 SECONDARY ENTRY PILLAR (EXAMPLE)
SCALE: N.T.S.
(OR OWNER APPROVED EQUAL)



2 FRONT ENTRY SIGNAGE (EXAMPLE)
SCALE: N.T.S.
(OR OWNER APPROVED EQUAL)

SITE DETAILS

HOLLYBROOK

PREPARED FOR KIRAN BASIREDDY
DATE: 5.20.24

EXHIBIT D-7

Faris Planning & Design

LAND PLANNING LANDSCAPE ARCHITECTURE
4876 Cemetery Road Hilliard, OH 43026
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Exhibits "E-0 through E-10" –Utility Plan and Engineering Feasibility, Utility Letters, and Pavement
Section Detail

PRELIMINARY ENGINEERING PLAN
FOR
HOLLYBROOK

CONCORD TOWNSHIP, COUNTY OF DELAWARE, STATE OF OHIO

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
1	TITLE SHEET
2	EXISTING CONDITIONS
C-2	SITE DIMENSION PLAN
C-2.1	SITE DIMENSION PLAN
E-1	PRELIMINARY UTILITY PLAN
E-1.1	PRELIMINARY UTILITY PLAN
E-9	FIRETRUCK TURN EXHIBIT

OPEN SPACE SUMMARY

OPEN SPACE C PROVIDE STORMWATER RETENTION
AND AREAS FOR ALL OPEN SPACES LISTED BELOW:

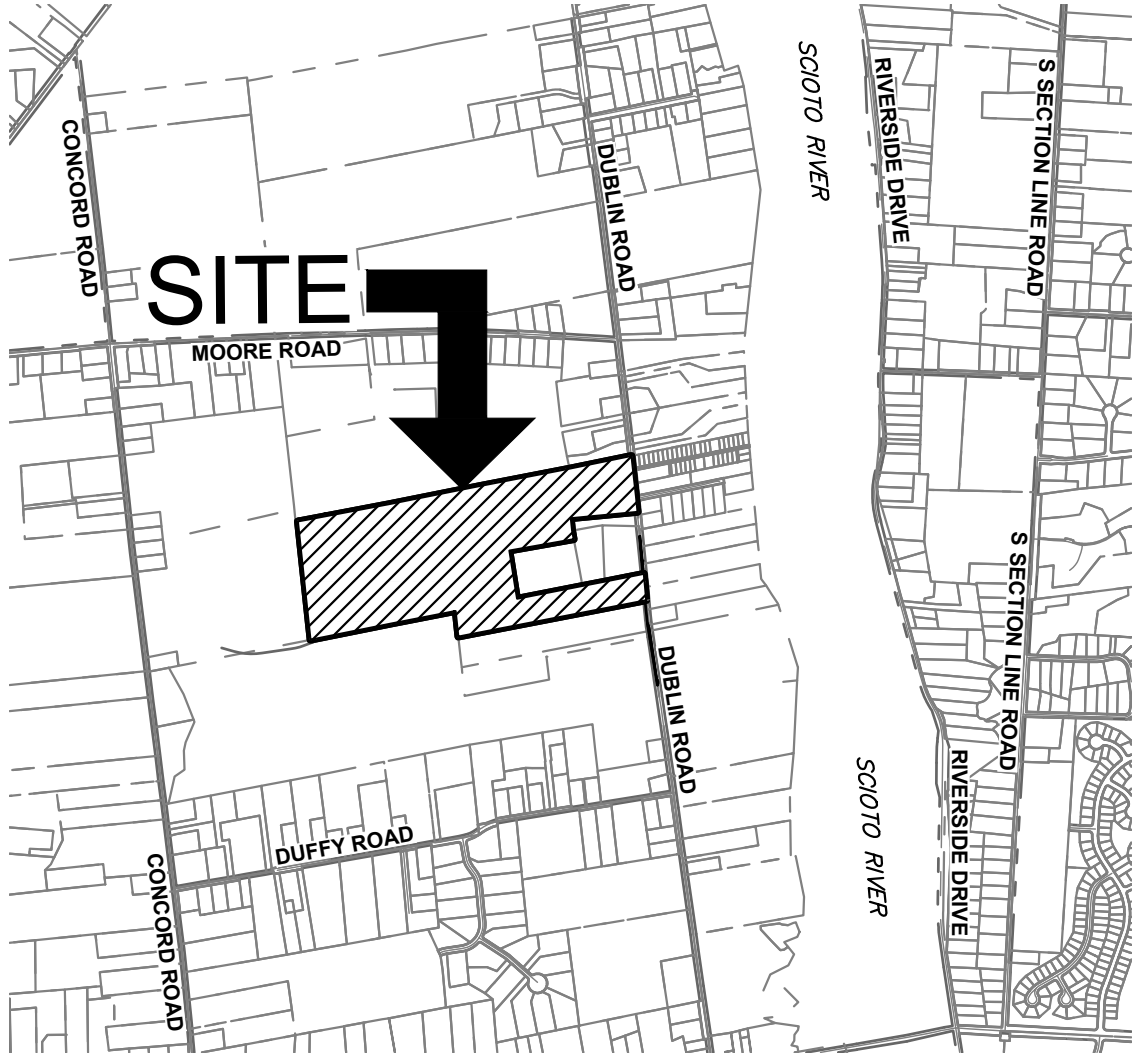
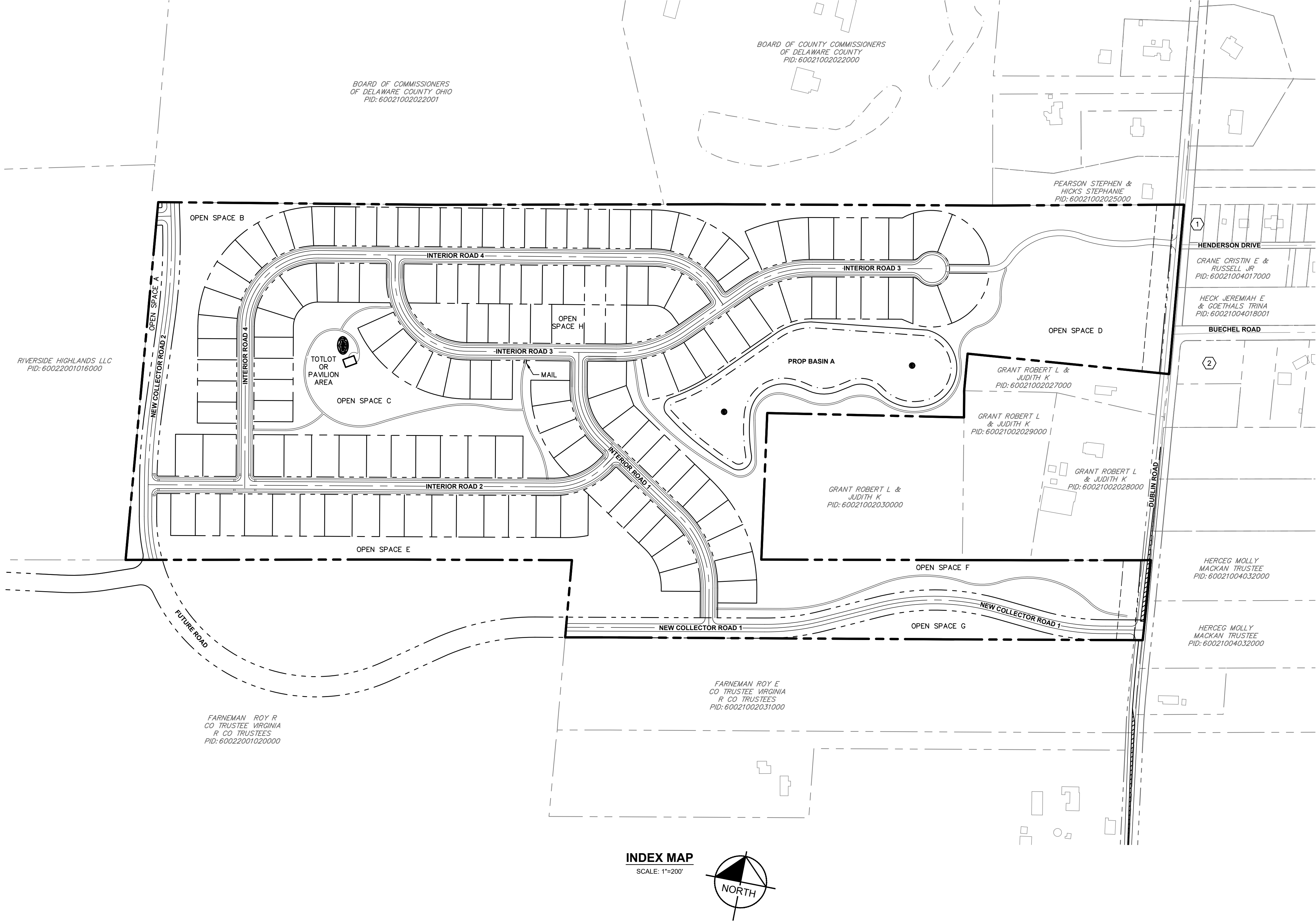
OPEN SPACE A:	0.75 AC
OPEN SPACE B:	2.70 AC
OPEN SPACE C:	5.60 AC
OPEN SPACE D:	18.00 AC
OPEN SPACE E:	5.10 AC
OPEN SPACE F:	4.80 AC
OPEN SPACE G:	1.25 AC
OPEN SPACE H:	0.30 AC
TOTAL	38.50 AC

FLOOD PLAIN

ALL OF FARNEMAN PROPERTY IS IN THE FLOOD HAZARD
ZONE X (OUTSIDE OF 0.2% ANNUAL CHANCE FLOODPLAIN)
AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT
AGENCY FLOOD INSURANCE RATE MAP, MAP NUMBER
3904100210L, EFFECTIVE DATE 12/21/2023 (NOT
PRINTED).

NOTE

THERE ARE NO KNOWN CEMETERIES, HISTORICAL, OR
ARCHEOLOGICAL SITE LOCATED WITHIN THE PROPERTY
BOUNDARY.



VICINITY MAP
SCALE: 1"=2000'

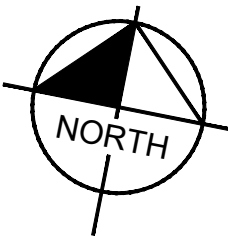
SITE STATISTICS

CURRENT ZONING:	FARM RESIDENTIAL DISTRICT (FR-1)
TOTAL SITE ACREAGE:	±94.213 AC
TOTAL OPEN SPACE:	±38.50 AC
TOTAL NUMBER OF DWELLING UNITS:	140
GROSS DENSITY:	1.49 UNITS/AC
TOTAL DISTURBED AREA:	±92.12
PRE-DEVELOPED IMPERVIOUS:	±0.00 AC
POST-DEVELOPED IMPERVIOUS:	±11.69 AC

EXISTING PARCEL INFORMATION

① WHITE MARK A & BETH A PID: 60021001016000	② SODANO JOEL P & FRANCES D PID: 60021004027000
--	--

INDEX MAP
SCALE: 1"=200'



OWNERS

FARNEMAN ROY E CO TRUSTEE VIRGINIA
R CO TRUSTEES
DUBLIN ROAD,
DELAWARE, OH 43015

SURVEYOR

CESO, INC.
2800 CORPORATE EXCHANGE DR, SUITE 160
COLUMBUS, OH 43231
TEL: (614) 794-7080
CONTACTS: JEFF MILLER
EMAIL: JEFF.MILLER@CESOINC.COM

CIVIL ENGINEER

KIMLEY-HORN AND ASSOCIATES, INC
7965 NORTH HIGH ST, SUITE 200
COLUMBUS, OH 43235
TEL: (614) 472-8546
CONTACT: MIKE REEVES
EMAIL: MIKE.REEVES@KIMLEY-HORN.COM

DEVELOPER

GLOBAL STRATEGIC INVESTMENTS, LLC.
6660 N. HIGH STREET, SUITE 1E
WORTHINGTON, OH 43085
CONTACTS: KIRAN BASIREDDY

Kimley»Horn

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7965 N. HIGH STREET, SUITE 200,
COLUMBUS, OH 43235
WWW.KIMLEY-HORN.COM

SCALE: AS NOTED	DESIGNED BY: NSS	DRAWN BY: CMS	CHECKED BY: MCR
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TITLE SHEET

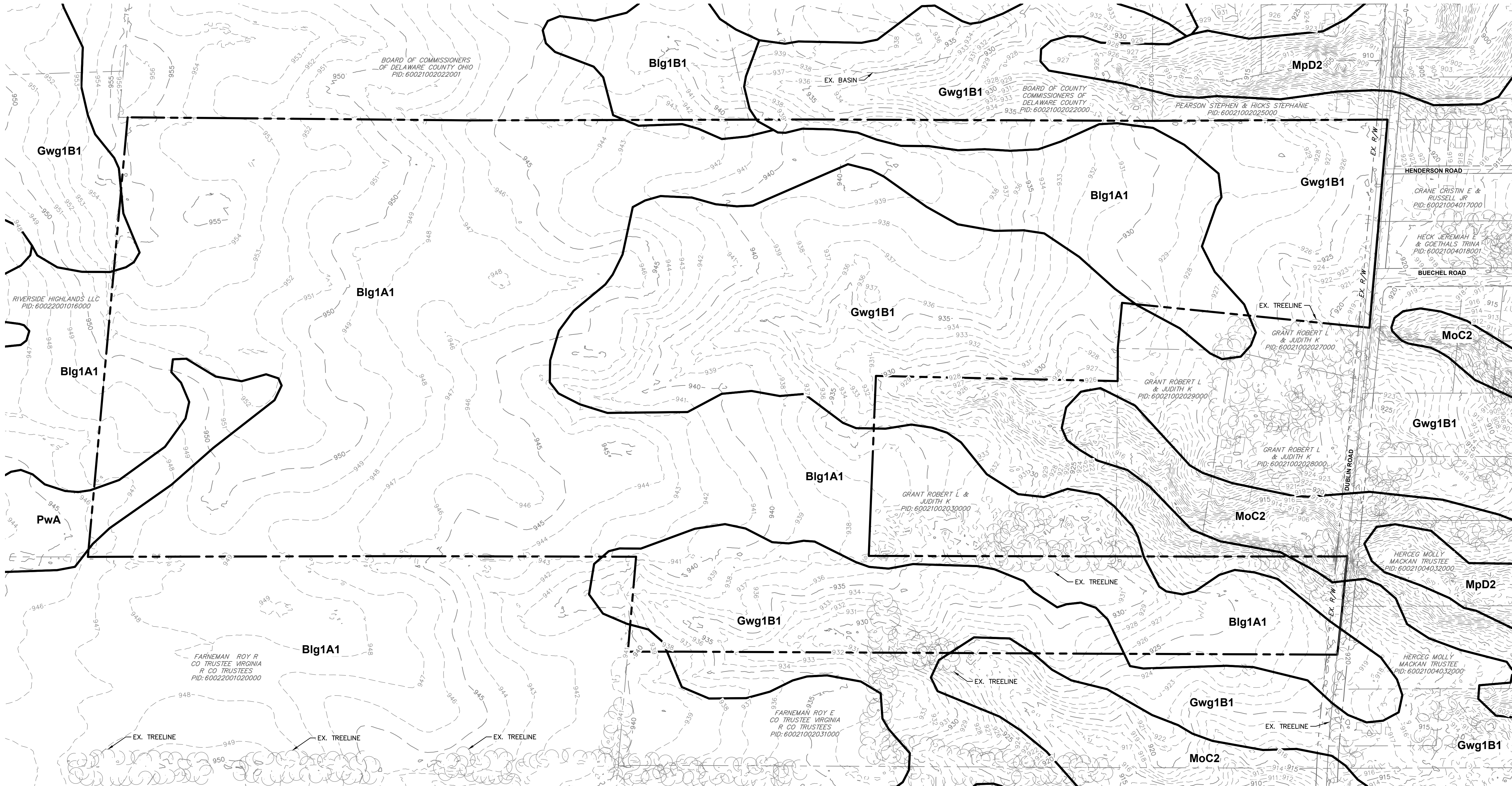
HOLLYBROOK
PRELIMINARY
ENGINEERING PLAN
DELAWARE COUNTY
CONCORD TOWNSHIP, OHIO

ORIGINAL ISSUE:
5/15/2024
KHA PROJECT NO.
190273000

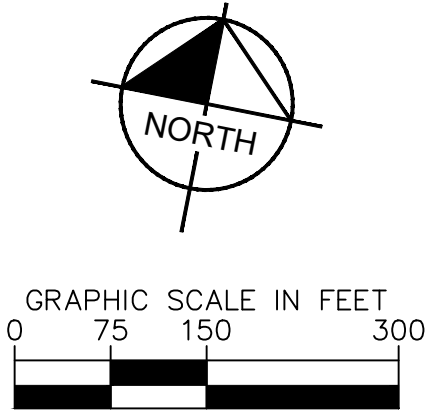
EXHIBIT

E-0

Drawing name: K:\QIB_LDE\190273000_Escper_Homes_Farnema Property\2_Design\CAD\Site\Sheets\Existing Conditions.dwg, Layer11, May 15, 2024, 7:03pm, by: scph.stroll
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LEGEND	
	EXISTING SITE BOUNDARY
	EXISTING PROPERTY LINE
	EXISTING RIGHT-OF-WAY
	EXISTING PAVEMENT
	EXISTING TREELINE
	EXISTING WATER
	EXISTING INDEX CONTOUR
	EXISTING INTERMEDIATE CONTOUR
	EXISTING BUILDING



HOLLYBROOK PRELIMINARY ENGINEERING PLAN DELAWARE COUNTY CONCORD TOWNSHIP, OHIO		EXISTING CONDITIONS		Kimley»Horn 2405 N. HIGHWAY 40, SUITE 200, 7606 N. HIGH STREET, SUITE 200, COLUMBUS, OH 43235 614.881.8899 WWW.KIMLEY-HORN.COM		SCALE: AS NOTED																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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	EXISTING SITE BOUNDARY
	EXISTING PROPERTY LINE
	EXISTING RIGHT-OF-WAY
	EXISTING PAVEMENT
	EXISTING BUILDING
	EXISTING STREAM
	EXISTING VEGETATION
	EXISTING SANITARY SEWER
	EXISTING STORM SEWER
	EXISTING MANHOLE
	EXISTING CURB INLET
	EXISTING WATER LINE
	EXISTING FIRE HYDRANT
	PROPOSED SETBACK
	PROPOSED BUILDING
	PROPOSED FACE OF CURB
	PROPOSED BACK OF CURB
	PROPOSED SIDEWALK
	PROPOSED CENTERLINE
	STREAM CORRIDOR PROTECTION ZONE
	100-YR FLOODPLAIN
	FLOODWAY
	PROPOSED SANITARY SERVICE
	PROPOSED STORM SEWER
	PROPOSED MANHOLE
	PROPOSED CATCH BASIN
	PROPOSED CURB INLET
	PROPOSED FIRE HYDRANT
	PROPOSED WATER MAIN

SCALE: AS NOTED
DESIGNED BY: NSS
DRAWN BY: CMS
CHECKED BY: MCR

PRELIMINARY UTILITY PLAN

HOLLYBROOK
PRELIMINARY
ENGINEERING PLAN
DELAWARE COUNTY
CONCORD TOWNSHIP, OHIO

ORIGINAL ISSUE:
4/15/2024
KHA PROJECT NO.
190273000

EXHIBIT
E-1

NO	REVISIONS	DATE	BY
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REVISIONS

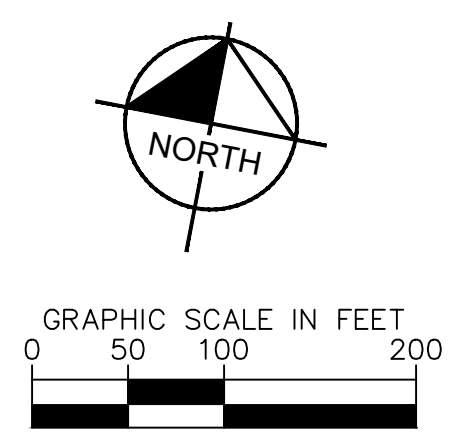
No

100

CONCLUSIONS

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100



	EXISTING SITE BOUNDARY EXISTING PROPERTY LINE EXISTING RIGHT-OF-WAY EXISTING PAVEMENT EXISTING BUILDING EXISTING STREAM EXISTING VEGETATION EXISTING SANITARY SEWER EXISTING STORM SEWER EXISTING MANHOLE EXISTING CURB INLET EXISTING WATER LINE EXISTING FIRE HYDRANT PROPOSED SETBACK PROPOSED BUILDING PROPOSED FACE OF CURB PROPOSED BACK OF CURB PROPOSED SIDEWALK PROPOSED CENTERLINE STREAM CORRIDOR PROTECTION ZONE 100-YR FLOODPLAIN FLOODWAY PROPOSED SANITARY SERVICE PROPOSED STORM SEWER PROPOSED MANHOLE PROPOSED CATCH BASIN PROPOSED CURB INLET PROPOSED FIRE HYDRANT PROPOSED WATER MAIN
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Delaware County Engineer

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

May 10th, 2024

Ric Irvine
Concord Township
6385 Home Road
Delaware, Ohio 43015

Re: Farneman Property REVISION

Dear Ric:

The Delaware County Engineer's Office (DCEO) has reviewed the proposed conceptual layout submitted to our office on May 8th, 2024 for the development of the Farneman Property. The proposed conceptual layout appears to be generally feasible. Stormwater management will be required to conform to current Delaware County Standards and is expected to be analyzed in more detail during the preliminary engineering phase.

We offer the following comments:

- 1) Access will need to be coordinated with ODOT.
- 2) Roadway design (i.e. width, radii, etc.) will need to comply with the current DCEO Standards Manual.
- 3) An adequate drainage outlet(s) must exist for the proposed development. A detailed stormwater management engineering report is required. Any required offsite drainage easements would need to be established and recorded prior to final plan approval. Overland flood routing for the proposed development and any upstream development must be provided.
- 4) The roadways identified as "Future Road" and "Future Road E" within the bold boundaries of the property will be designed and constructed as part of the same Final Engineering Plan as the rest of the internal roadways.
- 5) Mailbox NDCBU locations should be considered as early as possible to avoid conflicts with utilities or other infrastructure. They are required to be shown on Preliminary Engineering Plans but it would benefit all parties to show them on the Sketch Plan, Preliminary Plan, etc.
- 6) Final Engineering Plan shall comply with drainage maintenance and drainage, erosion and sedimentation control (DESC) requirements.

Please note that the reviewed plans are preliminary in nature and, therefore, only address the conceptual layout. Preliminary and/or Final Engineering Plans will need to be submitted that comply with the current edition of the Delaware County Engineer's Design, Construction and Surveying Standards Manual. All variances from the Delaware County Design, Construction and Surveying Standards Manual are required to be requested and approved prior to plan approval. Subject to the Township's approval, we will review the detailed engineering plans for this site.

Sincerely,

William Ferguson III, P.E.
Deputy Development Engineer

cc: Scott Sanders AICP, DCRPC
Mike Reeves, P.E., Kimley-Horn
Sarah Stratil, P.E., Kimley-Horn

Delaware County Engineer's Office
1610 State Route 521 P.O. Box 8006 Delaware, Ohio 43015-8006
PHONE: (740) 833-2400 FAX: (740) 833-2399 WEB: www.co.delaware.oh.us/engineer

EXHIBIT E-2

Officers

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President

PERRY K. TUDOR

Vice President

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Secretary

G. MICHAEL DICKEY

Treasurer

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General Manager/CEO

SHANE CLARK

Deputy General Manager



6658 OLENTANGY RIVER ROAD

DELAWARE, OHIO 43015

www.delcowater.org

Phone (740) 548-7746 • (800) 521-6779

Directors

MARC A. ARMSTRONG

DAVID A. BENDER

DOUGLAS D. DAWSON

TIMOTHY D. MCNAMARA

MICHAEL (NICK) D. SHEETS

September 13, 2023

Mr. Jacob Wentz
Kimley-Horn
7965 N. High Street, Suite 200
Columbus, Ohio 43235

Via Email: Jacob.Wentz@kimley-horn.com

Dear Mr. Wentz:

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

Proposed Land Use: ± 140 Single-family homes on Farneman property

Location: West side of Dublin Rd., $\pm 1,500$ feet south of Moore Rd.

Land Size: ± 93.91 acres

This site can be served from an existing 16-inch waterline located near the intersection of Dublin Rd. and Moore Rd. The developer will be required to extend a new waterline to supply the development.

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

Regional Sewer District

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

September 18, 2023

Jacob Wentz
Kimley-Horn
7965 N High Street, Ste 200
Columbus, OH 43235

sent via email: jacob.wentz@kimley-horn.com

Re: **Request for Sewer Capacity**
Farneman Property
Parcels: 60021002026000

Dear Mr. Wentz:

The Delaware County Regional Sewer District (the "County") has considered your request for approval to discharge sanitary sewage into the Delaware County Sanitary Sewer System from the above referenced location, representing a maximum 140 Equivalent Residential Unit(s) (ERU).

Capacity is conditionally available to serve the proposed project. An existing 36" sanitary sewer is located to the north of the identified parcels. Extensions from the existing sanitary sewer will be necessary to provide service to the proposed lots. Ultimately, a 24" sanitary sewer extension will be necessary to the southern property line of this proposed development.

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

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

Sincerely,

Kelly Thiel
Staff Engineer III
Delaware County Regional Sewer District

cc: Correspondence File

EXHIBIT E-4



JACOB WENTZ
7965 N HIGH ST SUITE 200
Col. OH 43215

October 5, 2023
1040 S. Prospect St
Marion Oh 43302

Jacob,

Re: Service Availability – FARNEMAN PROPERTY DUBLIN RD

Ohio Edison has facilities in the area and will provide electric to the proposed development in accordance with the approved Ohio Edison PUCO tariffs.

Cory Lawson
Ohio Edison – Engineering Services

January 12, 2024

Kimley-Horn
Attn: Nick Stauffenger
7965 N High St, Suite 200
Columbus, Ohio 43235

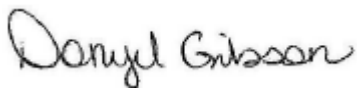
Re: Farneman Development
Opportunity Id 355701- Gas Availability

Dear Mr. Stauffenger;

Thank you for your interest in choosing Columbia Gas of Ohio, Inc. (Columbia Gas) to serve your energy needs. Columbia Gas does **not** have facilities along Concord Rd or Dublin Rd for the Farneman Development. The closest main line is near the intersection of Dublin Rd and Duffy Rd. Although Columbia Gas facilities are in the vicinity of your proposed location, further investigation and analysis will need to take place to determine the feasibility of providing natural gas service to such location. Only after the gas loads, meter locations, construction schedule and final site plans are provided to Columbia Gas, we will be able to prepare cost estimates and determine gas availability and capacity. Please note that in making the determination to extend natural gas service, Columbia Gas conducts a cost benefit analysis and if we determine that the project is not economically feasible for us, a deposit and/or a contribution towards construction costs will be required to be paid by you.

Please contact me if there is interest in pursuing this project further. I appreciate that you turned to Columbia Gas of Ohio as a potential provider of natural gas and thank you for your cooperation during the preliminary review process.

Sincerely,



Donyel Gibson
Sr. New Business Development Manager
C: 614-623-2644

EXHIBIT E-6

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



September 13, 2023

Jacob Wentz
Kimley-Horn
7965 N High St Suite 200
Columbus, OH 43235

RE: Farneman Property, Concord Township, Delaware County, OH

Dear Mr. Wentz:

This letter is to confirm that Charter Communications has the capacity and ability to provide advanced cable, high speed internet and digital phone services to the proposed Farneman Property, Concord Township, Delaware County, OH project.

If you have any questions give me a call at 614-481-5263 and I will be happy to discuss this project with you.

Thank You!

A handwritten signature in black ink, appearing to read "Kevin D. Rich", written over a light blue horizontal line.

Kevin D. Rich
Construction Manager
kevin.rich1@charter.com



CONCORD TOWNSHIP FIRE DEPARTMENT

Station 340
7990 Dublin Road
Delaware Ohio 43015
614 981 9781

05/16/2024

Nick Stauffenger, P.E
Kimley-Horn
7965 N. High Street
Suite 200
Columbus, Ohio 43235

Nick,

In reference to the Farneman Property Preliminary Plans dated 04/15/2024 KHA project NO.19027300, Concord Township Fire has reviewed and approves the plans as written with the following conditions:

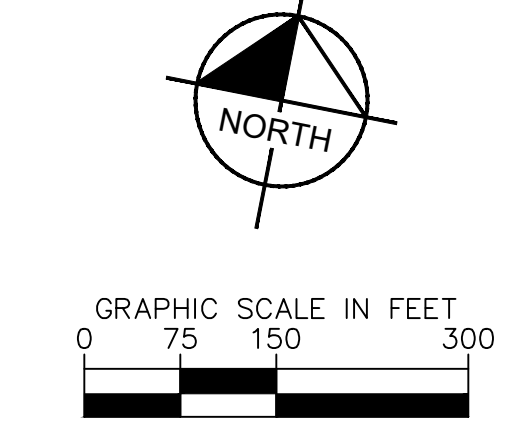
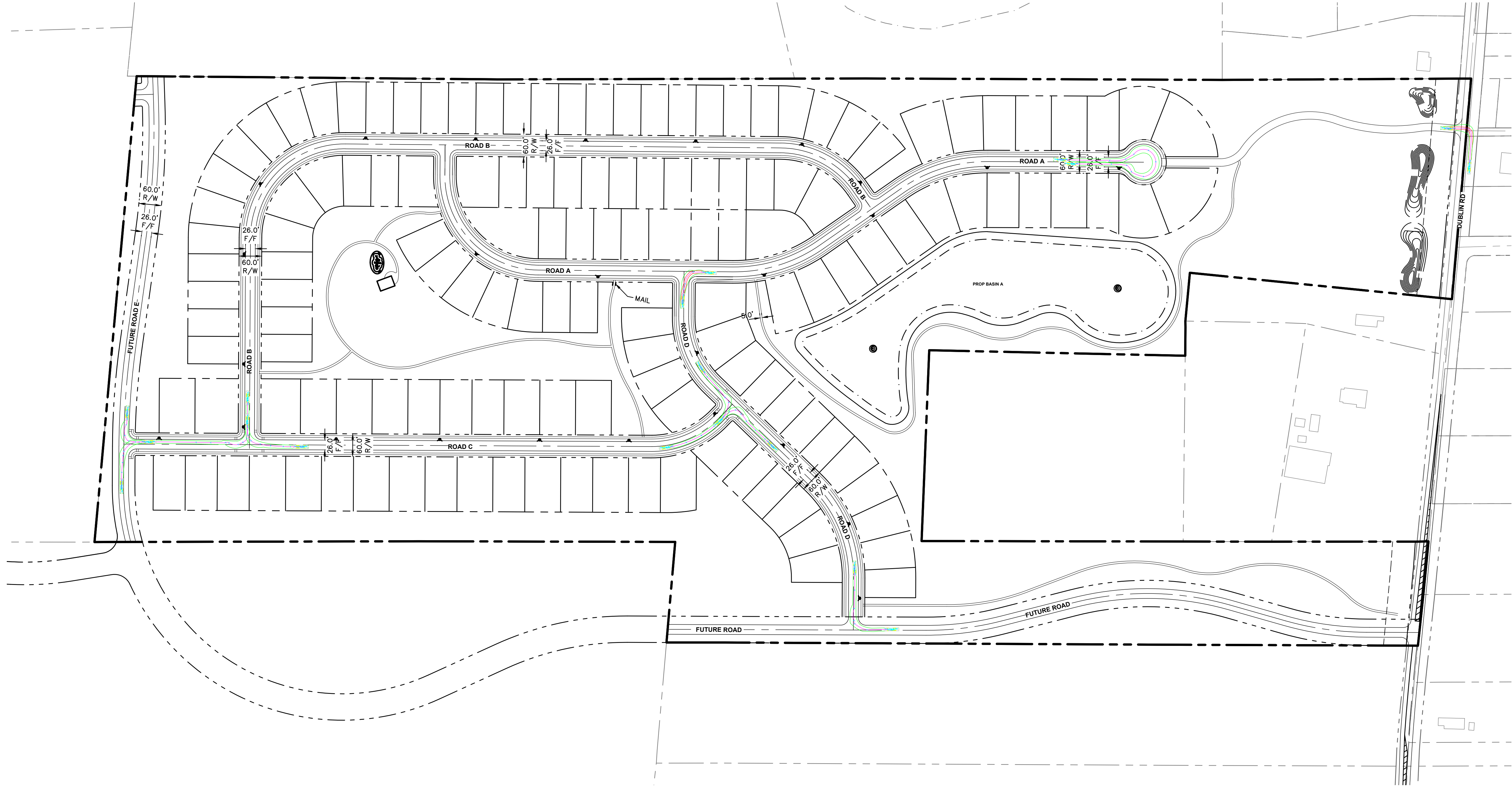
1. If a gate is added to the emergency access drive it will have to be a siren activated opener.
2. The HOA will be responsible for keeping the emergency access road clear of the debris and snow at all times per the Ohio Fire Code 503.4
3. No parking will be allowed on the emergency access road at any time.

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

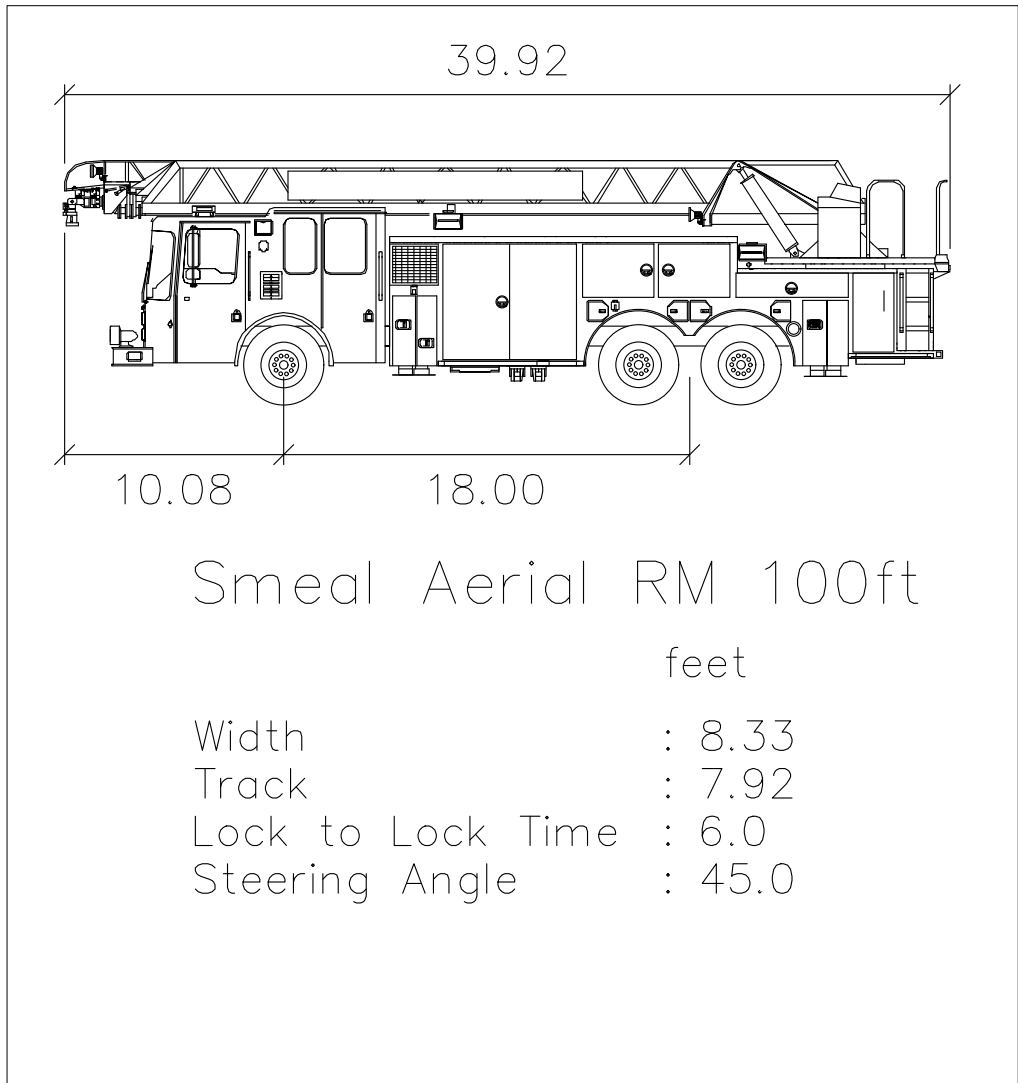
Fire Safety Inspector

Jack Guyton

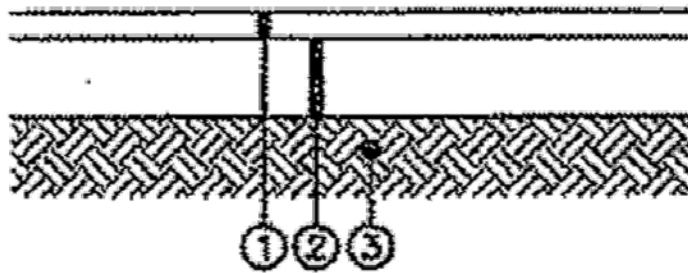
Drawing name: K:\QIB_LDE\190273000_Escher_Homes_Farmhouse_Property\2_Design\CAD\Exhibits\Truck_Turn.dwg May 13, 2024, 3:51pm bjr_sara.stall
This document, together with the concepts and designs presented herein, is an instrument of service, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



LEGEND	
	EXISTING SITE BOUNDARY
	EXISTING PROPERTY LINE
	EXISTING RIGHT-OF-WAY
	EXISTING PAVEMENT
	PROPOSED FACE OF CURB
	PROPOSED SIDEWALK
	PROPOSED CENTERLINE
	PROPOSED RIGHT-OF-WAY



HOLLYBROOK PRELIMINARY ENGINEERING PLAN DELAWARE COUNTY CONCORD TOWNSHIP, OHIO		FIRETRUCK TURN EXHIBIT		Kimley»Horn © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 7965 N. HIGH STREET, SUITE 200, COLUMBUS, OH 43235 WWW.KIMLEY-HORN.COM		SCALE: AS NOTED													
						DESIGNED BY: NSS													
						DRAWN BY: CMS													
						CHECKED BY: MCR													
								No.		REVISIONS		DATE		BY					

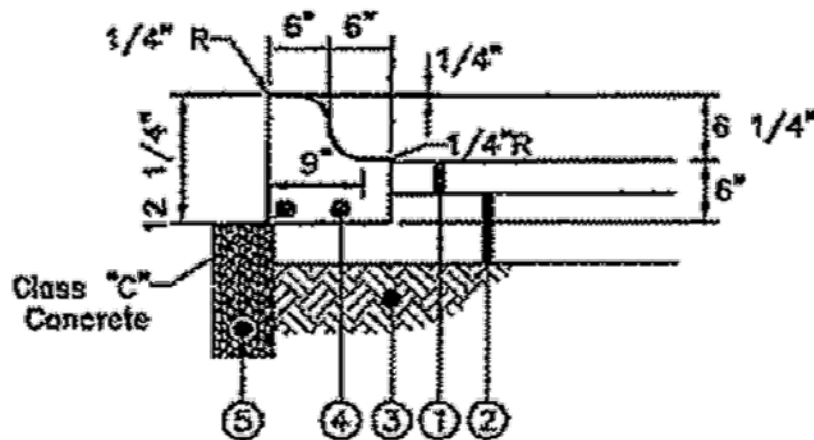


TYPICAL SECTION

- ① Item 448, 1-1/2" Asphalt Concrete, Surface Course
- ② Item Spec, 6" Roller Compacted Concrete (RCC) Base.
- ③ Item 204, Subgrade Compaction

TYPICAL HEAVY DUTY PAVEMENT SECTION
(DRIVE AISLES/PARKING)

Not to Scale



- ① Item 448, 1 1/2" Asphalt Concrete
- ② Item Spec, 6" Roller Compacted Concrete
- ③ Item 204, Subgrade Compaction
- ④ Item 609, 12" Concrete Tilt Out Curb
- ⑤ Item 605, 4" Pipe Underdrain
See Sheet 15 for location

12" CONCRETE TILT OUT CURB

Not to Scale

Exhibits "F-1" – Architectural Elevations



LELAND

Masterpiece Collection

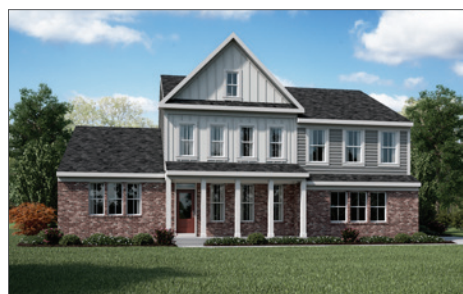
welcome home.

Approximately 3045 sq ft and Up



MODERN FARMHOUSE
(WITH STONE VENEER &
OPTIONAL SIDE ENTRY GARAGE)

designed by: *FH*



AMERICAN CLASSIC
(WITH BRICK VENEER &
OPTIONAL SIDE ENTRY GARAGE)

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COASTAL CLASSIC
(WITH STONE VENEER &
OPTIONAL SIDE ENTRY GARAGE)

designed by: *FH*



WESTERN CRAFTSMAN
(WITH STONE VENEER &
OPTIONAL SIDE ENTRY GARAGE)

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EXHIBIT F-1

Our Plans Include You



STANTON

Masterpiece Collection

welcome home.

Approximately 3343 sq ft and Up



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designed by: 



AMERICAN CLASSIC
(WITH OPTIONAL DORMERS)

designed by: 



WESTERN CRAFTSMAN

designed by: 



GRANDE VISTA
(WITH OPTIONAL DORMER)

designed by: 

Images & Options Available at fischerhomes.com

Our Plans Include You



PAXTON

Masterpiece Collection

welcome home.

Approximately 4069 sq ft and Up



ENGLISH ELEGANCE

designed by: *FH*



AMERICAN CLASSIC
(WITH OPTIONAL PORCH)

designed by: *FH*



COASTAL CLASSIC

designed by: *FH*



FRENCH MANOR

designed by: *FH*

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THE PEARSON MASTERPIECE COLLECTION

3529+ SQFT

2 Story

4-5 Bedrooms

2.5-5.5 Baths



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Virtual Tours
& More

Modern Farmhouse



American Classic



Coastal Cottage



English Elegance

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03/23



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3114 SQFT

2 Story

4-5 Bedrooms

2.5-5.5 Baths



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03/23



THE TEAGAN

MASTERPIECE COLLECTION

2092 SQFT

1 Story

3-4 Bedrooms

2-3 Baths



Photos, Options,
Virtual Tours
& More

Modern Retreat



Modern European



Coastal Classic



American Classic

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RVSD
09/25



THE FINLEY MASTERPIECE COLLECTION

2457 SQFT

2 Story

3-5 Bedrooms

2.5-3 Baths



Photos, Options,
Virtual Tours
& More

European Romantic



Modern European



Coastal Classic



French Manor

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RVSD
09/25

3,029-3,916 SQFT

2 Story

4-5 Bedrooms

2-6 Baths



French Manor



Modern Retreat



English Elegance



American Classic



Coastal Classic



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Virtual Tours
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RVSD
12/23



THE GRAYSON MASTERPIECE COLLECTION

2929 SQFT

2 Story

4 Bedrooms

2.5-3.5 Baths



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Coastal Classic



Modern Retreat



American Classic



Modern European

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RVSD
09/23

2,212-4,295 SQFT

1 Story

2-6 Bedrooms

2-4.5 Baths



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Virtual Tours
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Coastal Classic



Modern Prairie



American Heritage

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RVSD
12/23



THE BECKETT MASTERPIECE COLLECTION

3732+ SQFT

2 Story

4-5 Bedrooms

2.5-5.5 Baths



Modern Farmhouse



American Classic



Coastal Cottage



English Elegance

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RVSD
02/23



THE WINSLOW

MASTERPIECE COLLECTION

2690-3951 SQFT

1 Story

3-5 Bedrooms

2.5-4 Baths



Photos, Options,
Virtual Tours
& More

English Elegance



Modern Farmhouse



Modern Prairie



Coastal Classic

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RVSD
09/23



THE RHODES

MASTERPIECE COLLECTION

3532-4351 SQFT

2 Story

4-5 Bedrooms

2.5-5.5 Baths



Photos, Options,
Virtual Tours
& More

Modern Farmhouse



Modern Retreat



Modern European



American Classic

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RVSD
09/23



THE MARGOT MASTERPIECE COLLECTION

3155 SQFT

2 Story

4 Bedrooms

2.5-3.5 Baths



Photos, Options,
Virtual Tours
& More

Modern Retreat



Modern Farmhouse



Modern European



Coastal Classic

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RVSD
09/25



THE GRAYSON MASTERPIECE COLLECTION

2929 SQFT

2 Story

4 Bedrooms

2.5-3.5 Baths



Photos, Options,
Virtual Tours
& More

Coastal Classic



Modern Retreat



American Classic



Modern European

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RVSD
09/23

Exhibit "G-1" – Sample Deed Restrictions and Covenants

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS, AND RESERVATION OF EASEMENTS
FOR
HOLLYBROOK**

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
AND RESERVATION OF EASEMENTS FOR
HOLLYBROOK**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR HOLLYBROOK ("Declaration") is made this ____ day of _____, 2023, by <<INSERT DECLARANT>>, an <<STATE>> limited liability company (the "Declarant"), under the following circumstances:

- A. Declarant is the owner in fee simple of certain real property located in _____ County, Ohio, more particularly described in **Exhibit A** attached hereto (the "Property") and desires to create a residential community consisting of Dwelling Units (as hereinafter defined) with permanent Common Elements (as hereinafter defined) for the benefit of said community; and
- B. Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said Common Elements, and to this end, desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said Property and the subsequent Owners thereof; and
- C. Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an Association to which should be delegated and assigned the powers and duties of maintaining and administering the Common Elements and administering and enforcing the within covenants and restrictions and disbursing the charges and Assessments hereinafter created; and
- D. Declarant has formed or will form the Hollybrook Association of Homeowners', Inc., as an Ohio not-for-profit corporation (the "Association"), which shall be responsible for the maintenance, management and control of the Common Elements on the Property.

NOW, THEREFORE, Declarant hereby declares that all of the Property described in **Exhibit A** and such Additional Property as may be subjected to the provisions hereof, shall be held, sold and conveyed, subject to the covenants, conditions, restrictions, easements, charges and liens set forth in this Declaration, and any subdivision plat which includes the Property, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

SECTION 1

DEFINITIONS

The words in this Declaration which begin with capital letters, other than words which would be normally capitalized, unless the context otherwise requires, shall have the meanings set forth in this Section 1.

1.1 “Access and Utility Easements” means and refers to any easements shown on any Record Plat for the Subdivision and marked “Access Easement,” “Utility Easement,” or any combination thereof, which shall be maintained as provided for in this Declaration.

1.2 “Additional Property” means property that may in the future be added to the Property and made subject to the provisions of this Declaration, and consists of all or any part of property determined by Declarant, in its sole and unfettered discretion, and may include any property in the vicinity of, adjacent to, or contiguous with the Property, or a part of the Property as it is then constituted.

1.3 “Architectural Guidelines” means as defined in Section 6 of this Declaration.

1.4 “Areas of Common Responsibility” means and refers to the Common Elements, together with those areas, if any, which by the terms of this Declaration or by contract or agreement become the responsibility of the Association, whether located within the Property or adjacent to it. The office of any property manager employed by or contracting with the Association, if located on the Property, or any public rights-of-way within or adjacent to the Property, regional retention/detention basins adjacent to the Property, or other areas adjacent to the Property that the Association determines, may be part of the Areas of Common Responsibility.

1.5 “Articles” and “Articles of Incorporation” mean those articles, filed with the Ohio Secretary of State, incorporating the Hollybrook Association of Homeowners’, Inc., as a non-profit corporation under the provisions of Chapter 1702 of the Ohio Revised Code , as the same may be amended from time to time.

1.6 “Assessments” mean General Assessment, Special Assessment, Individual Assessment, Working Capital Assessment, and Capital Contribution Assessment, or any other Assessments required by the Declaration or any Supplemental Declaration.

1.7 “Association” means and refers to Hollybrook Association of Homeowners’ Inc., an Ohio not-for-profit corporation, and any successor organization, which owns, operates and maintains the Common Elements.

1.8 “Board” or “Board of Directors” means the Board of Directors of the Association or the Board of Directors as established by the Class B Member established pursuant to its Articles of Incorporation, Regulations, and this Declaration.

1.9 “Builder(s)” means Fischer Single Family Homes IV, LLC, a Kentucky limited liability company, its successors, assigns, affiliates, and such other persons or entities, approved in writing by Declarant, that may acquire one or more Lots from Declarant for the purpose of constructing Improvements thereon for resale to an Owner.

1.10 “Capital Contribution Assessment” means as defined in Section 5 of this Declaration.

1.11 “Class A Members” or “Class A Membership” means those Members of the Association consisting of all Owners except, during the Development Period, Declarant.

1.12 “Class B Member” or “Class B Membership” means, during the Development Period, Declarant, as a member of the Association.

1.13 “Common Elements” means and refers to all real property, or any interest therein, together with improvements located thereon, owned by, leased to the Association or granted as an easement to the Association, for the benefit, use and enjoyment of all its Members.

1.14 “Common Expenses” means as defined in Section 5 of this Declaration.

1.15 “Common Private Driveway” means and refers to any private road or driveway which is built or installed as part of the original construction or improvement of the Property by the Declarant and/or the Builder to serve more than one (1) Lot; and which may be situated on a dividing line between Lots or partly on one (1) Lot and partly on another Lot, together with any road or driveway which may be specifically designated by Declarant and/or Builder within a Common Driveway Easement, Private Driveway Easement, or a record plat and/or other recorded instrument.

1.16 “Common Private Driveway Easement” means and refers to all private driveway easement(s) located on the Property as shown on any Record Plat, or other recorded instrument. The areas within the easement(s) are sometimes referred to as the Common Private Driveway(s).

1.17 “Community-Wide Standard” means the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard may be more specifically determined by the Board of Directors and Declarant.

1.18 “Conservation Easement” means and refers to all conservation easements, if any, located on the Property as shown on any Record Plat or recorded Easement Plat.

1.19 “Declarant” means <<INSERT DECLARANT>>, its successors, assigns, and affiliates.

1.20 “Declaration” means this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Hollybrook as the same may from time to time be amended or supplemented in the manner prescribed herein.

1.21 “Default” means any violation of, breach of, or any failure to comply with, the Restrictions, this Declaration or any other Governing Documents as defined herein.

1.22 “Development Period” means the period commencing on the date on which this Declaration is recorded in the _____ County, Ohio Recorder’s Office and terminating on the earlier to occur of: (i) within sixty (60) days following the date when one hundred percent (100%) of the Dwelling Units which may be built on the Property or Additional Property have been deeded by either Declarant and/or any Builder to a third party purchaser; or (ii) thirty (30) years from the date of recording of the Declaration.

1.23 “Dwelling Unit” means any building or portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single person, a family or family-sized group of persons, which residence may either be attached or detached.

1.24 “General Assessment” means as defined in Section 5 of this Declaration.

1.25 “Governing Documents” means the Declaration, the Regulations, the Articles of Incorporation, the Record Plat, the rules and regulations, if any, the management agreement, if any, entered into between the Association and any professional manager of the Property, and any other basic documents used to create and govern the Property.

1.26 “Improvements” means all Dwelling Units, buildings, outbuildings, sheds, garages and other structures; overhead, aboveground and underground installations, including without limitations, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools, hot tubs, spas, tennis courts, and all other types of recreational courts, fixtures and facilities, including but not limited to, tree houses, play houses, children’s recreational equipment or structures, basketball goals and playground equipment; pet houses, runs, and enclosures; changing of colors or materials of the Improvements; exterior lighting; slope and drainage alterations; roads, driveways, uncovered parking areas and other such areas; fences, mailboxes; trellises, walls, retaining walls, exterior stairs, decks, patios and porches; planted trees, hedges, shrubs and other forms or landscaping; and all other structures or Improvements of every type, constructed or maintained on the Property.

1.27 “Individual Assessment” means the charge established in Section 5 of this Declaration.

1.28 “Landscape, Fencing and Signage Easement” means as defined in Section 9 of this Declaration.

1.29 “Lot(s)” means each of the parcels of land shown as such upon the Record Plats of the Property and may be one of the following described Lots:

(a) Single Family Lot is a Lot upon which a single Dwelling Unit is situated, typically with minimal or no maintenance services but specifically as described herein.

(b) Patio Home Lot is a Lot upon which a single Dwelling Unit is situated, typically with some provided maintenance services but specifically as described herein.

(c) Paired Lot (whether Paired Patio or Paired Townhome) is a Lot upon which attached Dwelling Units that share a common wall each of which is situated on its own fee simple property with maintenance services as described herein. The Dwelling Units may be more than one story. The Dwelling Units may not be severed from one another.

1.30 “Maintenance Standards” means those standards adopted by Declarant and/or the Board pursuant to Section 8 of the Declaration as the same may from time to time be amended.

1.31 “Members” means all Class A Members and the Class B Member.

1.32 “Occupant” means any person in possession of a Lot or Dwelling Unit whether or not such possession is lawful and shall include but not be limited to, an Owner’s family members, guests, invitees, Tenants and lessees.

1.33 “Open Spaces” means and refers to all open spaces, reserve spaces, C.A. spaces, and/or common areas located on the Property as shown on any Record Plat, which are for the benefit of the Owners in the Subdivision.

1.34 “Owner” means, with respect to any Lot, the owner of record from time to time, whether one or more persons or entities, of an interest in fee simple, reversion, remainder or leasehold estate of 99 years or more, but shall not include the Association. Such term shall include contract sellers except those having an interest merely as security for the performance of an obligation.

1.35 “Private Driveway Easement” means and refers to all private driveway easement(s) located on the Property as shown on any Record Plat. The areas within the easement(s) are sometimes referred to as the Common Private Driveway(s).

1.36 “Private Easements” means and refers to any drainage, utility, sanitary sewer, or storm sewer easement, or any combination thereof, shown on any Record Plat. These areas are for the benefit of all Lot Owners and any applicable government agency having jurisdiction over them and shall be maintained as provided for in this Declaration or Record Plat.

1.37 “Private Street” means any street constructed by the Declarant, which has not been dedicated to a municipality, on the Property providing primary access to individual Lots within the Subdivision as shown on any Record Plat for the Subdivision and intended to be owned and maintained by the Association as a Common Element.

1.38 “Property” means that certain land more particularly described in **Exhibit A** to this Declaration. When portions of the Additional Property are subjected to this Declaration pursuant to Section 3 herein, those portions shall then be deemed part of the Property.

1.39 “Record Plat” means a plat of Hollybrook as recorded in the Clermont County, Ohio Recorder’s office, including any subsequent plats or replats.

1.40 “Recreational Facilities” means any facilities now or hereafter installed on the Property for the benefit of Owners and Occupants, which may include, but not be limited to, swimming pools, bath houses, clubhouses, shelters, ponds, walking trails, gazebos, playgrounds and surrounding areas, and any portions of the Common Elements on which recreational activity is permitted.

1.41 “Regulations” means the Code of Regulations or Bylaws of the Association, as the same may be amended from time to time, pursuant to Chapter 1702 of the Ohio Revised Code, a copy of which is attached hereto as **Exhibit B** and made a part hereof.

1.42 “Restrictions” means all covenants, conditions, restrictions, easements, charges, liens and other obligations provided for in this Declaration, including, without limitation, the Maintenance Standards and all notices, rules and regulations issued in accordance with this Declaration.

1.43 “Retention and Detention Areas or Ponds” means and refers to any area designated on any Record Plat as such, or any combination thereof, which shall be used or designated to retain or temporary detain surface drainage which Declarant, its successors and assigns, have been required to construct or make use of in connection with surface drainage by any official agency of Clermont County in connection with the development of the Property.

1.44 “Special Assessment” means as defined in Section 5 of this Declaration.

1.45 “Structure” means:

(a) any thing or object (other than trees, shrubbery, hedges, and landscaping which are less than two feet high) the placement of which upon any part of the Property may affect the appearance of the Property, including, without limitation, porch, deck, shed, barn, storage facility, covered or uncovered patio, fence, curbing, paving, wall, signboard or any other temporary or permanent Improvement; and

(b) any excavation, fill, ditch, dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across any part of the Property, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any part of the Property.

1.46 “Subdivision” means all phases or sections of the Record Plat for Hollybrook a subdivision in Clermont County, Ohio, and consisting of all the Property from time to time made subject to the provisions of this Declaration.

1.47 “Supplemental Declaration” means an amendment or supplement to this Declaration executed by or consented to by Declarant which subjects all or any portion of the

Additional Property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land subject to this Declaration.

1.48 “Tenant” means any person occupying any Lot pursuant to a written lease agreement with the Owner thereof or with any other person or entity claiming under the Owner.

1.49 “Working Capital Assessment” means as defined in Section 5 of this Declaration.

SECTION 2

PROPERTY SUBJECT TO THIS DECLARATION

The Property, each portion thereof, and all Dwelling Units thereon shall be held, transferred, sold, conveyed, leased, mortgaged and occupied subject to the terms, provisions, covenants and conditions of this Declaration.

SECTION 3

COVENANT FOR STAGED DEVELOPMENT

3.1 Staged Development. Declarant reserves the right at any time within the Development Period to remove any portion of the Property, annexed to the Property by Declarant, from the scope of the Declaration or to make subject to or annex any portion of the Additional Property to this Declaration without the consent of the Members of the Association. However, Declarant is not bound to annex any of the Additional Property to this Declaration, and until such time as any of the Additional Property is annexed, the same shall not be subject to the provisions of this Declaration. Declarant shall have the right and power, but neither the duty nor the obligation, in its sole and unfettered discretion, to subject all or any part of the Additional Property to the provisions hereof at any time and from time to time by executing and recording with the Clermont County, Ohio Recorder’s Office, an amendment to this Declaration or a supplemental declaration specifying that such Additional Property is part of Hollybrook. Such an amendment shall not require the joinder or signature of the Association, other Owners, mortgagees, or any other Person. In addition, such amendments to this Declaration or supplemental declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions as may be necessary or appropriate, as determined by Declarant, to reflect and address the different character or intended development of any such Additional Property.

3.2 Total Dwelling Units. The total number of Dwelling Units or Lots for the Property and the Additional Property shall not exceed the total number of Dwelling Units and Lots authorized by the zoning authority having jurisdiction over the development of the Property.

3.3 Supplemental Declaration for Staged Development. Owners of Lots subject to such amendment or supplemental declaration shall be Owners as defined by this Declaration.

3.4 Declarant’s Rights to Complete Development. Declarant, its successors and assigns, shall have the right to post signs on its property incidental to the development, construction, promotion, marketing, sale and leasing of property within the Subdivision, and the right of ingress and egress through the streets, paths and walkways located in Common Elements

for any purpose whatsoever, including but not limited to, purpose related to the construction, maintenance and operation of Improvements on property within the Subdivision. Nothing contained herein shall limit the rights of Declarant or require Declarant to obtain approval to: (i) excavate, cut, fill or grade any property owned by it or to construct, alter, remodel, demolish or replace any Improvements on any Common Elements or any property owned by it as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (ii) require it to seek or obtain the approval of the Association or the ARC for any such activity or Improvement on any Common Elements or any property owned by it. Nothing contained herein shall limit or impair the reserved rights of Declarant as elsewhere provided in the Declaration.

SECTION 4
ASSOCIATION: MEMBERSHIP,
BOARD OF DIRECTORS AND MANAGEMENT COMPANIES

4.1 Formation of the Association. The Declarant has caused or will cause the Association to be incorporated. The purpose of the Association is to provide for the administrative governance, maintenance, management and upkeep of the Property and to promote the general health and welfare of the Owners and Occupants of the Property.

4.2 Rules and Regulations. The Association through its Board may make and enforce reasonable rules and regulations governing the use of the Common Elements owned by the Association (“Rules”); the levying and collection of assessments for the operation of the Association; the levying and collection of administrative and enforcement charges for the infraction of the Governing Documents, including but not limited to the Rules, and the covenants, conditions, restrictions, governing organizational documents and rules imposed on or encumbering any Lot within the Subdivision; and for other purposes consistent with its goals. All such Rules shall be consistent with the provisions of the Governing Documents. The Association shall have the power to impose sanctions on Owners, including without limitation: (i) reasonable monetary administrative charges which shall be considered Individual Lot/Unit Assessments; (ii) suspension of the right to vote as a Member of the Association; and (iii) suspension of the right of the Owner and the Owner’s Occupants, licensees, and invitees, to use the Common Elements for a period not exceeding sixty (60) days, for any infraction of the Governing Documents, including but not limited to the Rules, imposed on or encumbering any Lot within the Subdivision. In addition, the Board shall have the power to seek relief in any court for violations of, or, to abate violations of the Governing Documents, including but not limited to the Rules imposed on or encumbering any Lot within the Subdivision. If the Board expends funds for attorneys’ fees or litigation expenses in connection with enforcing any provision of the Governing Documents, including but not limited to the Rules, imposed on or encumbering any Lot within the Subdivision, or otherwise, the amount so expended shall be due and payable by the Owner or Owners of the Lot or Unit, whose Owner, Occupant, Tenant, licensee, or invitee violated any provision of the Governing Documents, including but not limited to the Rules, and the same shall be an individual Lot/Unit Assessment against such Owner’s Lot or Unit and such Owner.

4.3 Board of Directors. Until the expiration of the Development Period, the initial Board shall consist of three (3) persons appointed by the Class B Member who shall serve until their respective successors are elected and qualified. Directors appointed by the Declarant need

not be Members of the Association. However, a Director elected by Class A Members shall be a Lot Owner, except that if a Lot Owner is a corporation, partnership, joint venturer, or other entity, the Lot Owner may elect as a Director an officer, partner, joint venturer, or like individual affiliated with this Lot Owner.

Within ninety (90) days after the expiration of the Development Period, the President of the Association shall call a special membership meeting ("Development Period Special Meeting"). At the Development Period Special Meeting, all Declarant appointed Directors shall be deemed removed from office, and the Class A Members, including the Declarant if it is then an Owner, shall elect a Director to fill each vacancy on the Board. The terms of said elected Directors for the initial Class A Member elected board, shall be from one (1) to two (2) years so that any year thereafter, at least one (1) term shall expire. The two Directors with the most votes shall be the Directors who shall serve a two (2) year term. The remaining Director shall serve a one (1) year term. Subsequent to the Development Period Special Meeting, all Directors, and their successors, shall be elected by Class A Members and shall be elected for a two (2) year term. Furthermore, at any Annual Meeting subsequent to the Development Period Special Meeting, the Board may elect to expand the number of Directors to five (5) but in no event shall the number of Directors be less than three (3).

Notwithstanding anything above to the contrary, the Class B Member may, by written notice to the Board, at or before any Annual Meeting, relinquish to the Class A Members, the Class B Member's right to appoint one or more Directors at such Annual Meeting pursuant to this Section 4.

4.4 Membership. The membership of the Association shall at all times consist exclusively of Owners. All Owners shall be Members. Membership shall be appurtenant to and may not be separated from such ownership.

4.5 Members Rights and Duties. Each Member shall have the rights, duties and obligations set forth in this Declaration and all amendments duly made hereto in accordance with the terms herein.

4.6 Professional Management Contracts. The Association may delegate all or any portion of its authority to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee on sixty (60) days or less written notice.

SECTION 5

ASSESSMENTS

5.1 Creation of Assessments. There are hereby created Assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors, to be commenced at the time and in the manner set forth in this Section 5. The types of Assessments described in this Section 5 are (1) General Assessment; (2) Special Assessment; (3) Individual Assessment; (4) Working Capital Assessment; and (5) Capital Contribution Assessment. Each Owner, by acceptance of a deed or recorded contract of sale for any portion of the Property, is deemed to covenant and agree to pay these Assessments.

(a) Owners may not waive or otherwise exempt themselves from liability for the Assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Elements or abandonment of the Dwelling Unit. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Regulations, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

(b) Notwithstanding any provision of this Declaration, the Articles of Incorporation, or Regulations to the contrary, Declarant and Builder, until the expiration of the Development Period, shall not be required to pay any Assessments for any recorded, "unoccupied" Lot in which they have the interest otherwise required for Class A Membership. Furthermore, Declarant shall have the right, by written contract, to exempt any party purchasing a Lot not for its own occupancy of a house on such Lot from the liability to pay assessments herein.

5.2 General Assessment. The General Assessment levied by the Association is for the purposes of promoting the recreation, scenic enjoyment, health, welfare and safety of the residents and for protecting, advancing and promoting the environmental concept of the Property and preserving the aesthetic and scenic qualities of the development. The General Assessment shall be levied by the Association against the Owner of each Dwelling Unit or Lot, as provided in Section 5, to be used currently, and to provide an adequate reserve fund for future use, for the improvement, expansion and maintenance of the Common Elements, including, but not limited to, the payment of real estate taxes on those portions of the Common Elements to which the Association is the record owner; casualty and liability insurance for the Common Elements to which the Association is the record owner and fidelity bonds; the cost of repairing, maintaining and replacing the landscaping in the Common Elements; the cost of supplying water to the Common Elements; the costs of operation, maintenance, improvement, and replacement of the Recreational Facilities, Open Spaces, Landscape Easement Areas and Signage Easement Areas, and retention/detention or other stormwater management facilities; the cost of reasonable reserves for contingencies, replacements and working capital; management fees; organizational costs; legal costs for the enforcement of liens and covenants in this Declaration and all other costs incurred by Declarant or the Board in the exercise of its powers and duties pursuant to this Declaration (collectively "Common Expenses"). The General Assessment shall be estimated initially in accordance with Section 5 of this Declaration. The obligation to pay the General Assessment shall not in any manner be dependent on or discharged, or otherwise affected by the use or non-use of the Common Elements or Recreational Facilities, or the actual occupancy of any Lot or Dwelling Unit of the Property.

5.3 Computation of General Assessment. It shall be the duty of the Board, prior to the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of

the Association during the coming year. The budget shall include a capital reserve account for the capital replacement, as needed.

(a) The General Assessment for each Dwelling Unit shall commence upon its conveyance from either Declarant or Builder to an individual Owner of a Dwelling Unit and shall be prorated from the date of conveyance through the end of the billing period.

(b) The General Assessment to be levied against each Dwelling Unit for the coming year shall be determined by multiplying the total budgeted Common Expenses, including reserves, by a fraction, the numerator of which is the number "1," and the denominator of which is the total number of Dwelling Units or Lots subject to Assessment.

(c) Notwithstanding the above, the Board may, in its sole discretion, reduce the General Assessment determined pursuant to the above formula by taking into account:

(i) Other sources of funds available to the Association; and

(ii) Assessments to be levied upon additional Dwelling Units or Lots reasonably anticipated to become subject to Assessments during the fiscal year.

(d) So long as Declarant has the right unilaterally to annex Additional Property pursuant to Section 9 below, Declarant may elect on an annual basis, but shall not be obligated, to reduce the resulting General Assessment for any fiscal year by payment of a subsidy; provided, any such subsidy shall be conspicuously disclosed as a line item in the income portion of the Common Expense budget and shall be made known to the membership. The payment of such subsidy in any year shall under no circumstances obligate Declarant to continue payment of such subsidy in future years.

(e) The Board shall cause a copy of the Common Expense budget and notice of the amount of the General Assessment to be levied against each Dwelling Unit or Lot for the following year to be delivered to each Owner at least fifteen (15) days prior to the beginning of the fiscal year. If, in the event the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined by the Board, the budget in effect for the immediately preceding year shall continue.

5.4 Special Assessment. In addition to the other Assessments authorized herein, and to the extent that the reserve fund is insufficient, the Association may levy Special Assessments for the following reasons:

(a) The amount of any operating deficit incurred in any calendar year may be paid by means of a Special Assessment sufficient in an amount so as to allow the Association to satisfy such deficit in part or in whole, provided that any such Special Assessment shall have been approved in accordance with Section 5.

(b) To the extent that the capital budget is insufficient, the Association may levy Special Assessments to construct, structurally alter, or replace capital Improvements which are a part of the Common Elements in any fiscal year.

(c) So long as the total amount of Special Assessments allocable to each Lot or Dwelling Unit does not exceed One Hundred Percent (100%) of the General Assessment for that fiscal year, the Board may impose the Special Assessment. Any Special Assessments which would cause the amount of Special Assessments allocable to any Lot or Dwelling Unit to exceed this limitation shall be effective only if approved by a majority vote of the Members present and voting at a meeting duly called for such purpose. Special Assessments shall be paid as determined by the Board, and the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessments is imposed.

5.5 Individual Assessment. The Association after approval by a majority of the members of the Board shall have the right to assess an individual Lot or Dwelling Unit for any of the following (“Individual Assessment”):

(a) any costs incurred for maintenance or repair caused through the willful or negligent act of an Owner or Occupant or their family, tenants, guests or invitees, including attorney fees, court costs and other expenses incurred; and/or

(b) any costs associated with the enforcement of this Declaration or the Rules and Regulations, if any, of the Association, including, but not limited to attorney’s fees, witness fees and costs, and court costs.

5.6 Working Capital Assessment. At the time of closing on the sale of each Lot from Builder or Declarant to a third party purchaser, the purchaser shall be required to pay an amount established by the Board, or the amount equal to the current annual assessment, as such purchaser’s capital contribution to the working capital of the Association (“Working Capital Assessment”). The Builder or Declarant, in its sole discretion, may waive the Working Capital Assessment. The Working Capital Assessment amount shall be determined by the Board of Directors. The Working Capital Assessment shall be used by the Association for its operating expenses. Such Working Capital Assessment is not an advance payment of the General Assessment or any other Assessment established herein and will not be held in any sort of trust or reserve account. Declarant and Builder shall not be required to pay any Working Capital Assessment as described in this paragraph.

5.7 Capital Contribution Assessment. At the time of closing on the resale of a Dwelling Unit or Lot to a subsequent purchaser, said subsequent purchaser shall be required to pay one hundred percent (100%) of the current Working Capital Assessment as such purchaser’s capital contribution to the working capital of the Association (“Capital Contribution Assessment”). The Capital Contribution Assessment shall be used by the Association for its operating expenses. Such Capital Contribution Assessment is not an advance payment of the General Assessment or any other Assessment established herein and will not be held in any sort of trust or reserve account. Declarant and Builder shall not be required to pay any Capital Contribution Assessment as described in this paragraph.

5.8 Common Surplus. If the General Assessment collected in any given year is in excess of the actual Common Expenses for that year, the Board may, at its sole discretion (a)

return each Owner's share of the Common Surplus; (b) credit each Owner's share of the Common Surplus to each Owner's payment as for the General Assessment for the following year; (c) apply the Common Surplus to the reserve; or (d) repay any loan obtained by the Board, on behalf of the Association, used to fund any prior year's operating deficit as provided for in Section 5.

5.9 Payment. Unless otherwise established by the Board, the General Assessment shall be paid in advance in annual installments not more than ten (10) days after the due dates established by the Board. The Board shall have the power at any time to adopt such billing, collection and payment procedures and payment time schedules as it shall deem appropriate. Additionally, any Special Assessment or Individual Assessment imposed by the Board shall become due upon the date designated in the notice, but not less than thirty (30) days after the mailing of the notice to the Owner by United States mail. **At the time of closing on a Lot or Dwelling Unit from either Declarant or Builder to a third party purchaser, each purchaser of a Dwelling Unit or Lot shall be required to pay the Working Capital Assessment and a prorated share of the General Assessment for the balance of the billing period in which the closing takes place. Further, at the time of a resale closing of a Dwelling Unit or Lot to a subsequent purchaser, such subsequent purchaser shall be required to pay the Capital Contribution Assessment, as provided in Section 5, and a prorated share of the General Assessment for the balance of the billing period in which the closing takes place.**

5.10 Operating Deficit. If during the Development Period the Association incurs an operating deficit, Declarant, Builder or any other affiliated entity of Declarant ("Affiliated Entity"), may, at its option, loan funds to the Association to fund the deficit. In the event that Declarant, Builder and/or Affiliated Entity elects to fund the deficit, the Association shall execute a loan agreement and promissory note for the benefit of Declarant, Builder and/or Affiliated Entity, as the case may be, the form of which shall comply with the terms and conditions ("Deficit Lending Terms") set forth in **Exhibit C** attached hereto and made a part hereof. The Association shall be obligated to repay to the Declarant, Builder and/or Affiliated Entity, as the case may be, any and all monies lent by such entity to the Association in accordance with this Section 5 in order to fund any deficit. Such repayment of monies shall be in accordance with the terms and conditions of said loan agreement and promissory note.

5.11 Books and Records of the Association. The Association shall keep full and correct books of account. The Association shall make available to all Lot Owners and the holders of all first mortgages on Lots, current copies of the books, records and financial statements of the Association upon reasonable request during normal business hours. All funds collected by the Association shall be held and expended solely for the purposes designated by this Declaration and shall be deemed to be held for the use, benefit and account of the Association and all of the Lot Owners. The Association may charge a reasonable fee to cover the cost of copies, mailings, storage retrieval fees, and administrative fees incurred for same.

5.12 Penalty for Late Payment. For each Lot as to which any installment of any Assessments are not paid within a period of thirty (30) days from its due date, unless otherwise modified by the Board, there shall be added to the installment a penalty of ten percent (10%) thereof, and interest at the rate of twelve percent (12%) per annum, or such other amount established by the Board (or, if less, the maximum rate allowable by law) from the due date on the amount of such installment plus penalty until paid.

5.13 Creation of Lien and Personal Obligation of Assessment. All Assessments shall be a charge and lien on each Lot to the extent and for the period provided in Section 5, and shall also be the personal obligation of the Owner of each Lot against which they are made.

5.14 Liens. If any Assessment on a Lot is not paid within the period established by the Board pursuant to Section 5 herein, the amount thereof together with any interest, costs, penalties and reasonable attorneys' fees thereon shall constitute a lien on such Lot in favor of the Association prior to all other liens and encumbrances whatsoever, excepting real estate taxes and assessments and liens of record in favor of the United States of America, the State of Ohio, and all other political subdivisions or governmental instrumentalities of the State of Ohio to the extent made superior by applicable law, and all bona fide recorded first mortgages and the rights of any first mortgagee who comes into possession of a Lot pursuant to mortgage foreclosure or by deed in lieu thereof. Assessments shall become a lien on a Lot on the date the Board mails written notice of any such Assessment to the Owners of any Lot subject thereto. The Association may perfect the lien by recording a notice of lien with the Clermont County, Ohio Recorder's Office, in any legally recordable form. Nonpayment of any Assessment on a Lot shall be deemed and is hereby declared to be the happening of a condition or event that creates an interest in real estate.

5.15 Evidence of Payment. Upon the request of the Owner or any mortgagee or Tenant of any Lot or any prospective purchaser, mortgagee, or Tenant thereof, the Board or its designated representative shall furnish written evidence of the amount of the Assessments with respect to such Lot for the current year and the amount of any unpaid Assessments, penalty and interest, if any. Such evidence may be conclusively relied upon by any such party and by anyone furnishing any title evidence or opinion with respect to such Lot. A reasonable charge may be imposed for furnishing such written evidence.

5.16 Enforcement of Lien. Any lien established under this Declaration may be enforced by the Association in the same manner and to the same extent (including appointment of a receiver, foreclosure sale and deficiency judgment) and subject to the same procedures as in the case of foreclosure of a real property mortgage under the laws of the State of Ohio. In any such enforcement proceeding, the amount which may be recovered by the Association shall include all costs of such proceeding, including reasonable attorneys' fees. In any such foreclosure sale, the Association may become the purchaser. Any enforcement proceedings described herein are not subject to the Dispute Resolution provisions described in Section 14.

5.17 Subordination of Lien to First Mortgage. The mortgagee of a first mortgage of record on a Lot shall have no obligation hereunder to collect any Assessments chargeable to such Lot. Failure of a Lot Owner to pay any Assessments imposed in this Declaration shall not automatically be deemed a default under the first mortgage of record on that respective Lot. In addition, when the mortgagee of a first mortgage of record, or other purchaser of a Lot as a result of judicial execution, acquires title to the Lot as a result of foreclosure of the first mortgage or by deed in lieu of foreclosure, such acquirer of title, his, her or its heirs, successors and assigns, shall not be solely liable for the share of the Assessments chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Any lien against such Lot shall be canceled and voided, and shall become unenforceable. Such unpaid share of Assessments shall be

deemed to be Common Expenses collectible from all of the Lots, including that of such acquirer, his, her or its heirs, successors or assigns.

SECTION 6

ARCHITECTURAL REVIEW

6.1 Architectural Review Committee. The Board, or the Declarant during the Development Period, may appoint an Architectural Review Committee (“ARC”) to review and approve, modify or reject all development, construction, landscaping and site plans involving an Improvement on any Lot pursuant to this Section 6. If an ARC has not been appointed in accordance with the foregoing, any reference in this Section 6 to ARC shall mean the Declarant during the Development Period or the Board thereafter.

6.2 Alteration of Dwelling Unit and Structures. Except for initial construction of Dwelling Units, accessory Structures and Common Elements by either Declarant and/or Builder, no building, privacy screening panels, fence, wall, deck or other Structure shall be commenced, constructed, erected, placed, moved onto or permitted to remain on any Lot, nor shall any Dwelling Unit, Improvement and/or Structure on any Lot be remodeled, painted or altered or expanded in any way which changes the exterior appearance thereof, unless detailed plans and specifications therefor shall have been submitted to and approved in writing by the ARC. Such plans and specifications shall be in such form and shall contain such information as the ARC may reasonably require, including but not limited to any or all of the following: a site plan; patio and walkway locations; description of materials; location of lighting; architectural plans including cross-sections, floor plans and elevations; and evidence of conformity with building codes. The ARC shall either approve the plans and specifications, disapprove them, or approve them with conditions or qualifications.

6.3 Approval of Plans and Specifications. The ARC shall approve plans and specifications submitted to it with respect to any Lot (or subdivision of Lots) if it finds that they comply with the requirements of Section 6, will further the purposes outlined in this Declaration and meets Architectural Guidelines adopted by the ARC. Upon final approval thereof, a copy of the detailed plans and specification shall be kept as part of the Association’s records and a copy bearing the written approval of the ARC shall be returned to the applicant. Approval by the ARC of plans and specifications with respect to any Lot shall not impair the ARC’s right subsequently to approve a requested amendment of such plans and specifications relating to such Lot (subject to the requirements of Section 6). The ARC’s approval of any plans and specifications shall not constitute a representation or warranty as to the quality of the plans and specifications or their compliance with applicable laws and codes.

6.4 Architectural Guidelines. The ARC may adopt reasonable architectural guidelines and rules relating to the construction, erection and placement of buildings, fences, privacy screening panels, walls and structures in order to fulfill its obligations under Section 6. Such guidelines and specifications may include but not be limited to building materials, minimum or maximum sizes, dimensions or heights, color schemes, material finishes, locations, setbacks or other reasonable requirements.

6.5 Disapproval of Plans and Specifications. If plans and specifications (whether schematic, preliminary or detailed) submitted to the ARC with respect to any Lot do not comply with the Architectural Guidelines, if any, and the requirements of Section 6 as to the information required to be included in the plans and specifications, the ARC shall either disapprove such plans and specifications or approve them subject to such conditions and qualifications as the ARC may deem necessary to achieve compliance. The ARC, in its sole discretion, may refuse to grant permission to construct, place or make the requested Improvement, when:

(a) the plans, specifications, drawings or other material submitted are, themselves, inadequate to incomplete, or show the proposed Improvement to be in violation of these Declarations, the plat restrictions or any rules, regulations or guidelines adopted by the ARC;

(b) the design or color scheme of a proposed Improvement or the materials proposed to be used are not in harmony with the general surroundings of the Lot, adjacent buildings, or structures; or

(c) the proposed Improvement, or any thereof, would, in the sole opinion of the ARC, be contrary to the interest, welfare or rights of all of part of other Owners.

6.6 Failure of the ARC to Act. If the ARC shall fail to act upon any plans and specifications submitted to it within ninety (90) days after submission thereof, such plans and specifications shall be deemed to have been approved as submitted, and no further action by the ARC shall be required. If construction of a Structure is not commenced on a Lot on or before six (6) months from the date of submission of plans and specifications, then such “deemed approval” shall be automatically canceled and a new submission shall be required.

6.7 Violations. If any Dwelling Unit and/or Structure situated upon any Lot shall have been constructed, erected, placed, remodeled or altered other than in accordance with the approved plans and specifications, the ARC shall give notice of a Default to the Owner of the Lot involved, provided, however, that the ARC may, upon such conditions as it may determine, waive any such Default if it finds that such Default does not substantially conflict with the policies of the ARC.

6.8 Enforcement. In the event of a violation of the provisions of this Section 6, the Association shall have the right to enforce this Section 6 by any proceedings authorized in this Declaration, the Regulations, or rules and regulations, if any, as well as any other relief available at law or in equity.

6.9 Right of Entry. The ARC through its members, employees, and agents, shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot or the construction, erection, placement, remodeling, or alteration of any Dwelling Unit and/or Structure thereon is in compliance with the provisions of Section 6, without the ARC or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

6.10 Fees. Reasonable fees may be charged for the processing of plans and specifications. Such fees may cover the cost of such processing, including inspection costs. Such fees shall be payable at the time of submission of the respective item for approval.

6.11 Approval of Plans by Declarant. Notwithstanding anything to the contrary in Section 6, during the Development Period (which may still be in effect even after the Development Period Special Meeting), the plans and specifications for the initial construction of a Dwelling Unit shall be subject only to Declarant's approval and shall not be approved by the ARC.

6.12 No Waiver of Future Approvals. The Approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approvals and consent of such ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

6.13 Variance. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and applicable zoning laws, ordinances and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) stop the ARC from denying a variance in other circumstances. For the purpose of Section 6, the inability to obtain approval of any governmental agency, the issuance of any permit, the terms of any financing, or the initiation of work without the required approval of the ARC shall not be considered hardships warranting a variance.

6.14 Compliance with Guidelines. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the ARC may be excluded by the ARC from the Properties without liability to any person, subject to the notice and hearing procedures contained in the Regulations. Further, if any approval required by this Declaration is not granted in writing with respect to any item prior to its installation, the respective Owner thereof shall remove promptly the unapproved item or structure, upon request by ARC.

6.15 Non-Liability of Declarant, ARC. Neither the Declarant nor the ARC shall be responsible in any way for any defect in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the ARC or the Declarant does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used or as to the compliance of any plans submitted for approval with these Restrictions, any recorded plat governing the Real Estate or any applicable code, regulation or law.

6.16 Inspection. The ARC and the Declarant may inspect work being performed to ensure compliance with this Declaration, the plat restrictions and applicable rules and regulations. However, neither the ARC, nor any member thereof, nor the Declarant, nor any agent or contractor

employed or engaged by the ARC or the Declarant, shall be liable or responsible for defects, nonconformity or deficiencies in any work inspected or approved by it or them, or on its or their behalf. Further, no such inspection or approval given by or on behalf of the ARC or the Declarant shall be taken or deemed to be or constitute a warranty or guaranty of the work so inspected or approved.

6.17 No Compensation. Neither the ARC nor any of its members shall be entitled to any compensation for performing its duties or obligations set forth in the Declaration.

SECTION 7

COVENANTS AND RESTRICTIONS OF USE AND OCCUPANCY

7.1 Purposes. In order to promote the health, safety and welfare of all Owners, Members and Occupants, and to preserve, beautify and maintain the Property and all Structures thereon as a subdivision of high quality and to preserve and promote a good environmental quality, the following covenants, restrictions and limitations as to use and occupancy are hereby adopted, declared and established. These covenants and restrictions shall hereinafter burden and benefit all Lots on the Property, shall run with the land, and be binding on current and successor Lot Owners.

7.2 Covenants and Restrictions. The following are the covenants and restrictions and limitations as to use and occupancy to which the Property is hereby subjected:

(a) Land Use. Except as otherwise provided in this Declaration, no part of the Property other than Common Elements shall be used for other than a Dwelling Unit. To the extent permitted by law, an Owner of a Lot may use a portion of a Dwelling Unit located thereon for his office, studio or other business or trade purpose provided that the activities therein shall not: (i) interfere with the quiet enjoyment or comfort of any other Owner or Occupant; (ii) do not increase the normal flow of traffic or individuals in and out of the Property or in and out of said Owner's Lot; (iii) be apparent or detectable by sign, sound or smell from the exterior of the Lot; (iv) conflict or violate zoning requirements for the Subdivision; (v) increase the insurance premium paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage; (vi) be inconsistent with the residential character of the Subdivision; (vii) constitute a nuisance or a hazardous or offensive use; (viii) threaten the security or safety of other residents of the Subdivision; or (ix) involve door-to-door solicitation within the Subdivision, all as may be determined in each case in the sole discretion of the Board of Directors. The foregoing notwithstanding, Declarant, its successors, assigns and affiliates, and any Builder may use Lots, Dwelling Units and Common Elements for construction offices, sales purposes (i.e. model homes), and as offices to meet with prospective purchasers of Dwelling Units. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involve the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.

Notwithstanding the above, the leasing of a Lot or Dwelling Unit shall not be considered a trade or business within the meaning of Section 7. Section 7 shall not apply to any commercial property within the Property nor shall it apply to any activity conducted by the Declarant or Builder with respect to its development and sale of the Property or its use of any Lots or Dwelling Units which it owns within the Property.

(b) Other Structures. No Improvements or Structures of a temporary character (trailer, shack, garage, barn or other temporary outbuilding) shall be used or erected on any Lot after the permanent residence on each Lot has been completed. No window-mounted heating or air conditioning units shall be permitted. Improvements or Structures may not be placed on any Lot without the ARC's prior written approval, as provided in Section 6 above. Section 7 shall not apply to Declarant or a Builder during the initial construction of a Dwelling Unit located on a Lot.

(c) Parking. All Lots shall provide a minimum of two (2) off-street parking spaces, exclusive of garages. No parking spaces, streets or driveways nor any other part of the Common Elements nor any Lot upon which a Dwelling Unit is constructed shall be used for parking of any trailer, truck, boat, or anything other than operative automobiles, motorcycles or scooters, except while loading, unloading or cleaning which shall not exceed forty-eight (48) hours. Any such vehicles may, however, be stored or parked in an enclosed garage provided such garage door can be completely closed, and remains closed, except during times of ingress and egress from the garage, when such vehicle is parked therein. The word "trailer" shall include, but not be limited to, trailer coach, recreational vehicle, house trailer, mobile home, automobile trailer, boat trailer, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as to permit human use and occupancy, storage, or conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The word "truck" as used herein shall include and mean every type of motor vehicle other than passenger cars and other than any non-commercial pick-up truck (no ladder, racks, advertising, etc.), sports utility vehicle or van which is used as a principal vehicle by an Owner of a Dwelling Unit or his/her family. Notwithstanding the restrictions in Section 7, vehicles actively being used for the purpose of construction, delivery, or repair work to or upon any Lot or Dwelling Unit may be permitted to be parked on any Lot and street in the Subdivision.

No vehicle may be left upon any portion of the Subdivision, except in an enclosed garage or other area designated by the Board, if any, for a period of more than five (5) days if it is not licensed or if it is in a condition such that it is incapable of being operated upon the public highways. After such five-day period, such vehicle may be removed from the Subdivision by the Board of Directors or the appropriate authority of Clermont County, Ohio. Trucks with mounted campers which are used as a primary means of transportation shall not be considered recreational vehicles provided they are used on a regular basis for transportation and the camper is stored out of public view upon removal. No semi-truck, eighteen wheel truck, semi-trailer, tractor ("cab," "power unit," etc.) or portion of such trucks or any trucks with a load capacity in excess of three-quarters (3/4) of a ton shall be parked, kept or stored within the Subdivision except as may be reasonably necessary to provide service to or delivery within the Subdivision or as otherwise permitted by the Board of Directors.

All homes shall contain a garage. Carports shall not be permitted. Garage doors shall be kept closed at all times, except during times of ingress and egress from the garage. Garages shall be used primarily for the parking of vehicles and shall not be used primarily for storage or other purposes. Garages shall not be converted into additional living space (i.e., family rooms, bedrooms, offices, recreational rooms, bathrooms). Declarant and/or Builder shall have the right to use unsold residences as model homes and the garage as a sales office.

(d) Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or interfere with the quiet enjoyment, comfort, and health of any Owner or Occupant of adjacent neighboring Lots. No Lot Owner shall permit anything to be done or kept in a Dwelling Unit or other approved Structure on any Lot that would be in violation of any law. No waste shall be committed in or to any of the Property. This paragraph shall not apply to any Lots owned by the Declarant or Builder.

(e) Oil and Mining Operations. No oil drillings, oil development operations, oil refining, quarries or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, water or natural gas shall be erected, maintained or permitted on any Lot.

(f) Garbage and Refuse Disposal. All trash, garbage or other rubbish ("Trash") shall be kept at all times in each Owner's garage, except on the days which it is collected or as otherwise directed and instructed by the Board or Declarant. Any Trash containers placed outside by the Dwelling Unit Owners to be collected shall only remain outside for a period not to exceed twenty-four (24) hours or in accordance with an alternative schedule determined by the Board or Declarant. Trash removal and/or recycling shall be subject to such other rules and regulations as the Board or Declarant may adopt from time to time.

(g) Antennas. No exterior antenna, receiving dish or similar apparatus of any kind for receiving or transmitting audio or video signals shall be placed, allowed or maintained upon any portion of the Subdivision, including any Lot, unless approved in accordance with the provisions of Section 7 hereof or as otherwise permitted by the Architectural Guidelines; provided, however, no such approval shall be necessary to install the following on a Dwelling Unit: (i) antennae designed to receive direct broadcast satellite services, including direct-to-home satellite services or antennae designed to receive or transmit fixed wireless signals via satellite, that are one meter or less in diameter; (ii) antennae designed to receive video programming services via multi-point distribution services or antennae designed to receive or transmit fixed wireless signals other than via satellite that are one meter or less in diameter or diagonal measurement; or (iii) antennae that are designed and intended to receive television broadcast signals.

Notwithstanding anything to the contrary herein, Owners shall install a permitted antennae only on the rear of the Dwelling Unit unless such installation: (i) imposes

unreasonable delay or prevents the use of the antennae; (ii) unreasonably increases the cost of installation; or (iii) prevents an acceptable quality signal from being obtained.

(h) Signs. Other than those allowed in the Architectural Guidelines, no permanent sign shall be permitted on any Lot or building in the Subdivision. An Owner of a Dwelling Unit is permitted to place and maintain a standard "For Sale" or "For Rent" sign on his Lot; provided, however, it is of a typical size within the industry. An Owner must obtain the prior written consent of the Board in the event said Owner desires to maintain a "For Sale" or "For Rent" sign which is not of a typical size within the industry. This sign restriction shall not apply to signs used by Declarant and/or Builder or their assigns, while Declarant and/or Builder are selling Dwelling Units in the Subdivision, or to traffic, street names, Common Elements or subdivision identification signs. During the Development Period, Builder may place signage on Open Space or on Common Elements with approval of Declarant. The Board of Directors shall have the right to adopt rules and regulations governing the display and placement of signs in the Subdivision, including, without limitation, imposing reasonable time, place and manner restrictions; provided, however, such restrictions shall not apply to Declarant or Builder during the Development Period.

(i) Animals. No animals of any kind shall be raised, bred, or kept on any Lot or any area within the Property, except that dogs or other household pets, may be kept on a Lot, subject to the Restrictions, provided that it is not kept, bred or maintained for any commercial purpose, and provided that it is kept subject to the rules and regulations, if any, of the Association. No such pets may be allowed to run unattended. Dogs, cats, or other household pets must be kept within the confines of the Owner's Lot except when being held on hand leash by the person attending the animal. A Lot Owner shall be responsible for cleaning up after his/her household pet. Notwithstanding the foregoing, the Association shall have the right to promulgate rules and regulations pertaining to size, number, and type of such household pets and the right to levy fines and enforcement charges against persons who do not clean up after their pet.

(j) Laundry and Trash. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out to dry or for other reasons or exposed on any part of the Property. No clotheslines shall be located on any Lot. The Property shall be kept free and clear of Trash and other unsightly materials.

(k) Rental of Dwelling Units. The Owners of the respective Dwelling Units or any first mortgagees in possession thereof shall have the right to lease the same subject to the covenants and restrictions in the Declaration and the Regulations and rules and regulations, if any. However, neither a Unit Owner nor any first mortgagee in possession shall lease less than an entire Dwelling Unit nor shall any Dwelling Unit be leased for a term of less than six (6) months. The respective Dwelling Unit shall not be rented for transient or hotel purposes, which shall be defined as (i) rental for any period less than ninety (90) days, or (ii) any rental if the occupants of the Dwelling Units are provided customary hotel service such as room service or food and beverage, maid service and furnishing of laundry and linen. All leases of any Dwelling Unit shall be in writing. All such leases shall provide that they are subject to all the provisions of the Declaration, the

Regulations and the rules and regulations and Architectural Guidelines, if any, and that any failure of the lessee to comply with any such provision shall constitute a default under the lease. In the event that the Tenant or any other Occupant of a Lot violates the Declaration, the Regulations, or any rules and regulations or Architectural Guidelines for which a fine is imposed, notice of the fine shall be given to the Owner and the Tenant and such fine may be assessed against the Tenant in accordance with the Declaration and the Regulations. If a fine is not paid by the Tenant within the time period established by the Board, the Owner shall pay the fine upon notice from the Association of the Tenant's failure to pay such fine. Unpaid fines shall constitute a lien against the Lot.

Within seven (7) days of entering into a lease agreement for the lease of a Lot, the Owner is responsible for providing the Board with the following information: (i) a copy of the fully executed lease agreement; (ii) the name and address of the Tenants and any other Occupant(s); (iii) the name, address, and telephone number of the Owner other than at the Lot; and (iv) such other information as the Board may reasonably require. In the event an Owner leases a Lot and does not provide the Board with the information in (i) through (iv) above, the Board may require the Owner, at any time, to provide it with such information within seven (7) days of the Board's request.

If an Owner who is leasing his or her Lot fails to pay any Assessment or any other charge for a period of more than thirty (30) days after it is due and payable, then the delinquent Owner hereby consents to the assignment of any rent received from the Tenant during the period of delinquency, and, upon request by the Board of Directors, Tenant shall pay to the Association all unpaid Assessments and other charges payable during and prior to the term of the lease and any other period of occupancy by Tenant. However, Tenant need not make such payments to the Association in excess of, or prior to the due dates for, monthly rental payments unpaid at the time of the Board of Director's request. All such payments made by Tenant shall reduce, by the same amount, Tenant's obligation to make monthly rental payments to lessor. If Tenant fails to comply with the Board of Director's request to pay Assessments or other charges, Tenant shall pay to the Association all amounts authorized under the Declaration as if Tenant were an Owner. The above provision shall not be construed to release the Owner from any obligation, including the obligation for Assessments, for which he or she would otherwise be responsible.

(l) Hot Tubs and Spas. Hot tubs or spas may be installed if located in the rear yard of the Dwelling Unit with proper screening and not visible from the street. The Board may require additional landscaping or screening of any such hot tub or spa. An Improvement application is required to be submitted for approval pursuant to Section 6 of the Declaration.

(m) Building Setbacks. No building or Improvement shall be located nearer to any street than the building setback line shown in the Record Plat of the Subdivision, except as constructed by Declarant or Builder. All building setbacks shall comply with zoning requirements established for the Property.

(n) Obligation to Keep Dwelling Unit in Good Condition. Each Lot Owner or Occupant shall keep his/her Dwelling Unit and all Structures located on his/her Lot in

good order, condition and repair, unless such maintenance and/or repair is an obligation of the Association as specifically described in Exhibit D and/or Exhibit E attached hereto and made a part hereof. Such maintenance, repair, appearance and condition shall comply with the provisions of this Declaration and applicable laws and ordinances.

(o) Mailboxes/Post-Lamps: Declarant or Builder reserves the right to establish a standard design for mailboxes and post-lamps for use by all Lot Owners. The decision of the type of material to be used by each Owner shall be in the sole discretion of Declarant and/or Builder. Approved mailboxes and post-lamps installed by the Builder for each Dwelling Unit shall be individually maintained and replaced as necessary by the Owner of a Lot for which they serve. Costs for such maintenance and/or replacement shall be paid by the Dwelling Unit Owner that the mailbox and/or post-lamp serves. Costs for such maintenance and/or replacement of post-lamps, including replacement bulbs, shall be paid by the Dwelling Unit Owner of the Lot the post-lamp is located on. The cost of the electricity for the post-lamp shall be the sole responsibility of the Dwelling Unit Owner whose electric meter registers the post-lamp's electrical usage. Mailboxes or post-lamps may not be altered or replaced without written consent of the Board or ARC. Notwithstanding the foregoing, Declarant or Builder reserves the right to establish an alternative standard design for mailboxes and/or post-lamps and establish the use of cluster mailboxes.

(p) Additional Restrictions. As the Additional Property is annexed to the Property by means of a Supplemental Declaration, Dwelling Units or Lots within specific phases may be subject to additional covenants, rules and regulations established by Declarant at such time as such Dwelling Units or Lots are annexed to the Property.

(q) Lot Grading. Neither the Owner nor anyone claiming under the Owner shall alter elevations and grades established by Declarant for any building Lot without the prior written approval of Declarant and/or Declarant's designee during the Development Period; and, the prior written approval of the Board after the Development Period in accordance with this Declaration. The purpose of this Restriction is to ensure that the surface drainage plan originally established by Declarant for sheet surface drainage and drainage swales over the yard areas of building Lots is not altered or impeded. Landscaping or plantings shall not be installed or maintained in such a manner as to impede sheet surface drainage or swale drainage.

(r) Storm Water Detention/Retention Ponds. Except as herein provided, the storm water retention/detention ponds within the Subdivision shall be used for aesthetic amenities and storm water drainage only, no other use thereof, including without limitation, swimming, ice skating, playing, boating, fishing, or use of personal flotation devices, and other recreation, shall be permitted, without the written consent of the Declarant or Board of Directors. The Association, the Declarant and their respective representatives, agents, employees, officers, trustees or directors, shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of the storm water detention/retention ponds or any other body of water located within the Subdivision. No Owner shall have any right to place rocks, stones, trash, sewage, waste water, debris, ashes or other refuse in any storm water detention/retention

pond or any other body of water. Applicable governmental agencies, the Declarant and the Association, shall have the sole right to control the water level of all bodies of water located within the Subdivision and to control the growth and eradication of plants, fowls, reptiles, animals, fish and fungi in and around any storm water retention pond within the Subdivision. Owners shall not be permitted to withdraw water from any storm water detention/retention pond in the Subdivision.

(s) Utility Lines. No overhead utility lines, including lines for cable television, shall be permitted within the Community, except for temporary lines as required during construction. Notwithstanding the foregoing, utility lines or replacement of utility lines existing prior to the development of the Subdivision, special purpose utility lines which would be impractical to locate underground, and utility lines established by the Declarant shall be exempt from this requirement.

(t) Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the ARC.

(u) Garage Sales, Yard Sales, Moving Sales, Holiday Decorations. No garage sale, yard sale, moving sale, or similar activity shall be conducted within the Subdivision without the approval of the Association. Holiday lights and decorations may be erected no sooner than five (5) weeks prior to and removed not later than two (2) weeks after, such holiday.

(v) Building Type. No building or Structure shall be erected, placed or permitted to remain upon any Lot except a Dwelling Unit which may include an attached garage. No other Structure shall be erected, placed or permitted to remain on any Lot without the written approval of the Board or ARC, except as specifically provided in this Declaration.

(w) Irrigation Systems. Irrigation systems may be installed with the approval of the Board, the Declarant, or Declarant's designee.

(x) Obstruction of Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the record plat(s) for the Lots. Within these easements, no structure, planting or other material, other than driveways or sidewalks, shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct, slow down, or stop the direction or flow of any drainage channels in the easement area. The easement area of each Lot and all improvements in the easement area shall be maintained by the Owner of the Lot except as otherwise provided in the Declaration or supplements thereto and except for those improvements for which a public authority, utility company or the Association is responsible for maintaining.

All provisions of the Declaration, the Regulations and of any rules and regulations or use restriction promulgated pursuant thereto which govern the conduct of Owners and which provide

for sanctions against Owners shall also apply to all occupants, guests and invitees of any Lot. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, the Regulations, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, the Regulations, and rules and regulations adopted pursuant thereto.

SECTION 8

COMMUNITY MAINTENANCE STANDARDS

8.1 Adoption and Amendment. Declarant during the Development Period, and the Board after the Development Period, shall have the right to adopt, and may from time to time amend, Maintenance Standards pertaining to the maintenance, repair and appearance of all Lots, and the exterior of all Dwelling Units and Structures thereon. If any provision of any applicable building inspection, or similar maintenance statute, ordinance, resolution, regulation or order of the State of Ohio, any other political subdivision or governmental instrumentality of the State of Ohio, or the Board, is more stringent with regard to a Lot than a comparable provision of the Maintenance Standards, such more stringent provision shall be deemed incorporated in the Maintenance Standards. The Maintenance Standards shall provide, among other things, that:

(a) except as otherwise hereinafter provided, or as may be provided by other recorded documents, the Association shall be responsible for maintenance, repair and replacement of the Common Elements and all Structures thereon;

(b) except as otherwise hereinafter provided, the Association shall be responsible for the maintenance and general upkeep of all lawns and landscaping in the Common Elements owned in fee simple by the Association, which shall include, but not limited to, mulching the landscaping beds, cutting the grass and keeping all lawns and landscaping beds in a neat and orderly manner, the cost of which shall be a Common Expense of the Association;

(c) each Owner shall maintain, repair and replace at their expense all portions of the Common Elements which may be damaged or destroyed by reason of his/her own intentional or negligent act or omission or by the intentional or negligent act or omission of any invitee, lessee, licensee, employee, agent, family member, guest, and/or pet(s) of such Owner; provided, however, in the event an Owner or Occupant damages the Common Elements and fails to maintain, repair or replace the same as provided herein, the Association shall have the right to provide such maintenance, repair and replacement and assess all costs associated therewith as an Individual Assessment against the Lot of such Owner;

(d) the obligation of the Association and of the Owners to repair, maintain and replace the portions of the Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Property;

(e) notwithstanding the fact that the Association and/or any Owner may be entitled to the benefit of any guarantee of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of any construction guarantee or insurance coverage shall not excuse any delay by the Association or by any Owner in performing its or his obligation hereunder; and

(f) except as otherwise provided above in Section 8, each Owner shall maintain, repair and replace at his/her expense all portions of each Dwelling Unit and Structure located on each Lot owned by him/her and all internal and external installations of such Lot such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the boundaries of or serving the Lot.

8.2 Obligation to Keep Premises in Good Repair. Each Owner during his/her period of ownership and, during his/her tenancy, each Tenant leasing a Lot, shall keep each Lot, Dwelling Unit, and all Structures thereon owned or leased by him/her in such maintenance, repair and appearance as shall comply with the Maintenance Standards, unless such maintenance and/or repair is an obligation of the Association as specifically described in **Exhibit D and/or Exhibit E** attached hereto and made a part hereof.

8.3 Periodic Inspection. Periodically, the Association may inspect each Lot and the exterior of the Dwelling Unit and all Structures thereon to determine whether each complies with the Maintenance Standards and the Declarant or the Association or such officer, employee agent or representative shall not be deemed to have committed a trespass. After each such inspection, the Association shall, if any defects are found, issue an inspection report to the Owner with a copy to the Tenant, if applicable, listing such defects, if any, and the reasonable time within which they may be corrected. Such Owner shall correct such defects or cause them to be corrected within such reasonable period as is stated in the inspection report. In the event that an Owner fails to correct such Default(s), the Association shall have the right to enter such Lot to cure such Default(s) as provided in Section 11 hereof and all costs associated therewith shall be an Individual Assessment against the Lot.

8.4 Drainage Swales. Neither the Owner nor anyone claiming under the Owner shall, except in an emergency, alter the location or grade of any open storm water drainage way on any Lot without the prior written consent of the Board. If altered, such Owner shall correct the alteration or cause it to be corrected within a reasonable period. In the event that an Owner fails to correct the alteration, the Association shall have the right to enter such Lot to cure as provided in Section 11 hereof and all costs associated therewith shall be an Individual Assessment against the Lot.

8.5 Right of Entry. Declarant and the Association, through its authorized officers, employees, and agents, shall have the right to enter upon any Lot and/or Structure at all reasonable times and upon reasonable advance notice for the purpose of making inspections required by Section 8 without Declarant or the Association or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such entry or such action or

actions. Any bona fide utility company, through its authorized officers, employees, and agents, shall have the right to enter upon the Common Elements or upon any utility easements located on any Lots, for the purpose of installing, repairing or servicing any of its equipment, or for reading meters, without Board approval; provided, however, that if any such activities by the utility require alteration to or displacement of any waterscaping, landscaping, grass, sidewalks, fences, privacy screening panels, garages, or other Structures, then the prior approval of the Board shall be required.

8.6 Failure to Comply. Failure to comply with the Maintenance Standards or to correct the defects listed in any inspection report issued by the Association or to pay any fee hereunder shall constitute a Default, in which event Declarant or the Board shall have the right to enforce Section 8 by any proceedings authorized in this Declaration, the Regulations, or rules and regulations, if any.

SECTION 9

COMMON ELEMENTS AND EASEMENTS

9.1 Description of Common Elements. The Common Elements in the Subdivision shall include, but not be limited to: the Recreational Facilities; Open Spaces; Landscape and Signage Easements; Private Storm Sewer Easements and any other easements for open space, landscaping areas and mounding, water retention/detention basins, common area utility easements, storm sewer and surface water drainage easements, water main easements, sanitary sewer easements, preservation areas, and private drainage easements; all as are or may be located, described and shown on the Record Plats (collectively, the "Common Elements"). Declarant and/or Builder may also create other Common Elements not now in existence but that might in the future be added, located and shown on any subsequent Record Plat to be recorded and creating additional Lots to be subjected to this Declaration.

9.2 Rights of Enjoyment in Common Elements. Except as herein otherwise provided, each Owner shall have a right and nonexclusive easement for use and enjoyment of the Common Elements, and such right and easement shall be appurtenant to, and shall pass with the title to his/her Lot. Each Tenant shall have a nontransferable right to use and enjoy the Common Elements, which right shall terminate when such person ceases to have the status of a Tenant. Such rights and privileges shall be subject, however, to the following:

(a) The right of the Board, with the approval of sixty-seven percent (67%) of the Class A Members, to borrow money in aid thereof to mortgage the Common Elements for the purpose of constructing, equipping, improving and maintaining the Common Elements, notwithstanding the foregoing, during the Development Period, the approval of the Class B Member is also required.

(b) The right of the Board to adopt, enforce and amend Rules and Regulations pertaining to the use of the Common Elements, including regulations limiting guests of Owners and Tenants who may use the Common Elements at any one time.

(c) The right of the Board to suspend the right of any Owner or the privilege of any Occupant to use the Common Elements that are recreational in nature as determined

by the Board for any infraction of the Rules and Regulations relating to the Common Elements for a period not to exceed sixty (60) days for each such infraction, or for nonpayment or delinquency of the Assessments against such Owner's Lot for a period not to exceed the period of such nonpayment or delinquency.

(d) Such rights as the Board may have to grant easements or rights of way to any public utility or public agency.

(e) The right of the Association to transfer or convey title to all or any portion of the Common Elements upon the approval of the Owners of at least two-thirds (2/3) of the Lots and the consent of Declarant.

(f) All applicable provisions of valid agreements of the Association relating to the Common Elements.

(g) Such rights as the Board may have under the Declaration to convey or lease all or any part of the Common Elements.

(h) All other easements, restrictions and rights to which the Property is subject.

(i) The right of the Association to grant permits, licenses, and easements over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property, or the benefit of the Association.

(j) Such easements and rights reserved or granted within the Declaration to Declarant and/or Builder.

9.3 Subordination to Mortgage or Other Lien. The rights and privileges provided in Section 9 shall be subordinate to any mortgage or other lien given by the Association for the purposes of acquiring, improving or maintaining the Common Elements.

9.4 Conveyance of Common Property by Declarant to Association. No Implied Rights. Upon final construction of Improvements in the Common Elements described in Section 9, Declarant covenants to convey by quitclaim deed all of its right, title and interest in and to said Common Elements to the Association and all such right, title and interest in and to said items shall then be the property of the Association. As to any Common Elements located entirely or partially on any one or more of the Lots, the Owners of such Lots shall have only nonexclusive easement rights to use such facilities as described in Section 9 of this Declaration. Declarant may transfer or convey to the Association at any time and from time to time any personal property and any interest in improved or unimproved real property. Such conveyance shall be deemed to be accepted by the Association upon delivery of any personal property or upon recordation of an instrument of conveyance of any interest in real property, and the property shall thereafter be Common Elements to be used and maintained by the Association for the benefit of its Members. The Association shall accept "as is" the conveyance of such property without any representation or warranty, express or implied, in fact or by law, with respect thereto, including, without limitation, representations or

warranties of merchantability or fitness for the ordinary or any particular purpose, and without representations or warranties regarding future repairs or regarding the condition, construction, accuracy, completeness, design, adequacy of the size or capacity in relation to the utilization, or the future economic performance or operations of, or the material or furnishing which has been or will be used in such property or repairs. By acceptance of title to any Common Elements, the Association and all Owners release Declarant from any claims, and warrant that no claim shall be made by the Association or any Member or Owner relating to the condition, construction, design, capacity, operation, use accuracy, adequacy or completeness of such property or repairs or for incidental or consequential damages arising therefrom. So long as Declarant owns any property primarily for development and/or sale in the Subdivision or has the right unilaterally to annex Additional Property to the Declaration, Declarant may, upon written notice to the Association, require the Association to reconvey to Declarant all or any portion of the Common Elements, improved or unimproved, at no charge to Declarant, without a vote of the Members of the Association, if all or any portion of the Common Elements are: (a) found by Declarant to have been conveyed in error; (b) needed by Declarant to make adjustments in property boundary lines; or (c) reasonably determined by Declarant to be needed by Declarant due to changes in the overall scheme of development for the Subdivision.

The Association hereby constitutes and appoints Declarant as its agent and attorney-in-fact to accept on behalf of the Association any such conveyance to the Association, to reconvey any such property on behalf of the Association and to execute on behalf of the Association any and all documents, including, without limitation, deeds, necessary or convenient to effectuate and document any such conveyance to or reconveyance from the Association. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise. Declarant shall not be required to make any improvements whatsoever to property to be conveyed and accepted pursuant to Section 9 and shall have no duty or obligation to convey any property or property rights to the Association regardless of whether any such property has been made available for the use of Owners. Declarant may reserve, by lease, license, easement or otherwise, such rights of use and enjoyment in and to all or any portion of the property so conveyed as Declarant may reasonably require so long as such reservation is not materially inconsistent with the overall scheme of development for the Subdivision. Neither a Recorded Plat nor the use by the Owners or maintenance by the Association of any property shall create any rights, easements or licenses, in the Association or the Owners, express or implied, unless and until any such property rights, easements or licenses are conveyed by the Declarant to the Association or the Owners, as the case may be, by an instrument recorded in the ClermontCounty, Ohio land records.

9.5 Conveyance or Lease of Common Elements. Upon authorization by the Board and the Class B Member, the Association may at any time convey or lease all or a part of the Common Elements to any public agency, authority, or utility or to any private entity, upon such terms and conditions as shall be agreed upon by the other party and Board, including, without limitation, terms and conditions providing for the use of such Common Elements by the public in general and terms and conditions pertaining to the maintenance and repair of such Common Elements and the assessments of Owners and/or Tenants for the costs of such maintenance and repair.

9.6 Use of Common Elements by Declarant and Builder. Declarant and Builder and their affiliates and associates shall have the same rights of use and enjoyment of the Common

Elements as the Class A Members during the Development Period, and shall have the right to use the Common Elements for promotional, sales and similar purposes until all of the Dwelling Units have been sold. Declarant specifically reserves the right to use, or allow its affiliate Builder to use, part of the clubhouse or Recreational Facilities as a sales office during the Development Period.

9.7 Easements.

(a) In the event that, by reason of the construction, settlement or shifting of any of the Dwelling Units or other Structures located on Lots or by reason of the partial or total destruction and rebuilding of the buildings, any part of the Common Elements presently encroach or shall hereafter encroach upon any part of a Lot; or any part of a Dwelling Unit presently encroaches on or shall hereafter encroach upon any part of the Common Elements or any other Lot; or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Dwelling Unit presently encroach or shall hereafter encroach upon any part of any Dwelling Unit or Lot, valid easements for the maintenance of each encroachment and for the use of such adjoining space are hereby established. These easements shall exist during the term of this Declaration for the benefit of such Lot or Dwelling Unit and the Common Elements, as the case may be. However, in no event shall a valid easement for any encroachment be created in favor of any Owner if such encroachment occurred due to the willful conduct of said Owner.

(b) The Association may hereafter grant easements for utility purposes for the benefit of the Property or other reasons, including but not limited to, the right to install, lay, use, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the Common Elements, and each Owner hereby grants the Association an irrevocable power of attorney to execute, acknowledge, deliver and record, for and in the name of such Owner, such instruments as may be necessary to effectuate the foregoing.

(c) Declarant hereby reserves easements and the right to grant easements on, over and across certain Lots for open space, cluster mailbox units, irrigation systems, landscaping mounding and monument areas and for the installation, maintenance, use, repair and replacement of underground utilities, irrigation systems, public utilities, water detention basins, storm sewer, sanitary sewer and surface water drainage easements, water mains, preservation areas and private drainage easements, and building setbacks, specifically as shown on the Record Plats now or hereinafter recorded for the Subdivision, and to cut and grade slopes in and along Lot boundaries at streets and drives built within the Property. The foregoing easements shall not be used for recreations purposes but are reserved for such aesthetic or utility purposes as indicated by the nature of the easement. By nature of such easements, it is acknowledged that it benefits the Member(s) of the Association and as such a Lot Owner shall not be held liable for injuries sustained by the use of, or services provided on said Lots.

(d) An access and maintenance easement ("CBU Easement") for the installation and maintenance of Cluster Mailbox Units ("CBU") and its concrete pad, as noted by easement on the Record Plat, benefits the Lot Owners within the Association. Lot owners within the Association shall have the right of ingress and egress to, upon, and along

said CBU Easement for purposes of placing items in and retrieving items from the CBU. The Owner of such Lot subject to a CBU Easement shall not erect any structure within the Easement or otherwise interfere with the ingress and egress rights granted to Lot Owners within the Subdivision. Lot Owner(s) is not liable for any injuries, loss, claims or damages to others sustained by accessing the Easement.

(e) All easements and rights described in the Declaration are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on Declarant, its successors and assigns, and any Owner, purchaser, mortgagee and other party now or hereafter having an interest in the Property, or any part or portion thereof. After the Development Period, the Association shall be deemed to be the successor of Declarant and, as such, shall be deemed to be the grantee of said easements provided in Section 9, and shall hold such easements for the use, benefit and enjoyment of all Lot Owners in the Subdivision. All notes on the Record Plat that are pertinent to the specific easements set forth herein are incorporated herein by reference.

9.8 Landscape, Fencing and Signage Easement. A non-exclusive and irrevocable easement is hereby created, for the benefit of the Association or its designees, on, over and across those Lots identified on any Record Plat, or other recorded instrument, as "Landscape Easement," "Signage Easement," or "Fencing Easement," or any combination thereof, for the purpose of installing, maintaining and replacing any and all landscaping, fencing, monuments, signage, ponds, fountains, and other items as the Declarant may determine in its discretion located within the aforementioned easement areas.

9.9 Common Private Driveway Easements. The Lots sharing a Common Private Driveway Easement shall be subject to and benefited by a perpetual non-exclusive easement for ingress and egress over the Common Private Driveway. The Owners of such Lots shall use the Common Private Driveway situated on the easements with due regard for the rights of any other Owner and its use of such driveway. No Owner shall use or permit the use of the driveway in a manner which impairs the right of way of any other Owner to its use, nor shall any Owner park or store vehicles or personal property on, or obstruct or encroach upon, or permit the use of, or permit the obstruction of or encroachment upon, the Common Private Driveway in any manner whatsoever without the concurrence of all Owners entitled to use the Common Private Driveway. The Owners using the Common Private Driveway shall share equally in the expense and costs of maintaining, improving and repairing the Common Private Driveway, except that any damage other than ordinary wear and tear caused by any Owner, or any party claiming through such Owner, whether by negligence or willful misconduct, shall be repaired at the expense of such Owner. The driveway shall be maintained in good order and repair and in a condition substantially similar to that of its original construction. Upon conveyance of a Lot, the grantor of such Lot shall be, as of the closing date for such conveyance, relieved of the obligation to share in the expense and cost of future maintenance and repair imposed hereby, and those obligations shall bind thereafter the grantee of said conveyance. The grantor shall, however, be obligated personally during and after his/her period of ownership for expenses and costs incurred for maintenance and repair during his/her period of ownership of the Lot. The obligations and responsibilities for the enforcement of the provisions contained within Section 9 shall fall upon the Lot Owners served

and benefited by the Common Private Driveway and shall not be an obligation or responsibility of the Association. The obligation of an Owner of a Common Private Driveway to share in the cost and expense of maintaining a Common Private Driveway, is separate and distinct from the obligation of such Owner to pay other Assessments levied pursuant to this Declaration.

9.10 Easements to Other Residents. Declarant may designate that certain owners of real property outside of the Property and such other persons as Declarant may designate, shall have an easement of enjoyment in and over the Common Elements or specific Common Elements, and the facilities located thereon, to the same extent as any Owner, subject to the provisions of Section 9. Such individuals shall be subject to the Rules and Regulations of the Association concerning the use of said Common Elements but shall not be subject to Assessments by the Association. The Association may, if appropriate, and at the sole discretion of the Board of Directors, charge a fee to such individuals for the use of such Common Elements, including the Recreational Facilities.

SECTION 10

ASSOCIATION AND OWNER MAINTENANCE RESPONSIBILITY

10.1 Association's Responsibility. The Association shall maintain and keep in good repair the Areas of Common Responsibility, such maintenance to be funded as hereinafter provided. The Areas of Common Responsibility shall include, but need not be limited to, entry landscaping, fencing, and signage easements; water retention/detention basins; Common Element utility easements, storm sewer and surface water drainage easements; preservation areas; all landscaping and other flora, Structures, and Improvements, including any private streets, situated upon the Common Elements; landscaped medians within public right-of-way throughout the Property; the Recreational Facilities; and such portions of any Additional Property included within the Areas of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, or by a contract or agreement for maintenance thereof by the Association. The Association may maintain other property which it does not own or share in the maintenance of Property it does not own, including, without limitation, property dedicated to the public or property owned by another homeowners' association, individual, or entity, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

(a) There are hereby reserved to the Association blanket easements over the Property as necessary to enable the Association to fulfill responsibilities under Section 9.

(b) Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Areas of Common Responsibility shall be a Common Expense to be allocated among all Units as part of the General Assessment, subject to the right of the Association to seek reimbursement from the Owner(s) of, or other persons responsible for, certain portions of the Areas of Common Responsibility pursuant to this Declaration, other recorded covenants, or agreements with the Owner(s) thereof; provided, however, in the event that the Association determines that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, or the Occupants, family, guests, lessees or invitees of an Owner, then the Association may perform such

maintenance, repair or replacement and all costs thereof, not paid for by insurance, shall be assessed against the Lot of such Owner as an Individual Assessment. All maintenance by the Association shall be performed consistent with the Community-Wide Standard.

10.2 Owner's Responsibility. Each Owner shall maintain his or her Dwelling Unit and all Structures, and other Improvements comprising the Dwelling Unit. Owners of Dwelling Units adjacent to any roadway within the Property shall maintain driveways serving their respective Dwelling Units including that portion lying outside the Owner's Lot boundaries. Owners shall maintain and irrigate landscaping on that portion of the Common Element or right-of-way, if any, commonly referred to as the curb strip or road verge which lies between the sidewalk and the adjacent street. All maintenance required by this Declaration shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants. In addition to any other enforcement rights available to the Association, if any Owner fails properly to perform his or her maintenance responsibility, the Association may enter such Owner's property and perform the required maintenance. The costs and expense of such maintenance shall be charged to the Owner thereof as an Individual Assessment in accordance with Section 5; provided, however, when entry is required other than due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

SECTION 11

ENFORCEMENT

11.1 Curing Defaults; Lien. In the event of any Default with respect to any Lot under this Declaration, the Board shall give written notice to the Owner thereof, with a copy of such notice to each Tenant in Default and a copy to any first mortgagee of the Lot who has requested to receive such notices, setting forth with reasonable particularity the nature of such Default, and the specific action or actions required to remedy the Default. If the Owner or Tenant shall fail to take the specific action or actions within thirty (30) days after the mailing of the notice, the Board may, but shall not be required to exercise any of its rights hereunder. The Board may exercise, without notice, any of its rights hereunder with respect to any Default if it determines that an emergency exists requiring immediate action.

Costs incurred by the Association in exercising any of its rights with respect to any Lot shall be a binding personal obligation of the Owner thereof which shall be payable on demand. If the Owner fails to pay such costs within thirty (30) days after demand, the Association shall enter the amount of the obligation, the name of the Owner as it appears on its records and the description of the Lot in a lien record book to be maintained by the Board at its main office, together with the date of such entry. The Association shall have a prior lien on such Lot for such amount until paid and such lien shall have priority from the date of such entry over all other liens and encumbrances thereon whatsoever, excepting real estate taxes and assessments, liens of record as of the date of such entry and liens of the United States of America, the State of Ohio, and all other political subdivisions or governmental instrumentalities of the State of Ohio to the extent made superior by applicable law, all bona fide recorded first mortgages and the lien of any first mortgagee who comes into possession of a Lot pursuant to mortgage foreclosure or by deed in lieu thereof. The lien provided in Section 11 shall be recordable and shall be enforceable as provided in Section 5 hereof.

11.2 Right and Easement of Entry. The Association, through its authorized officers, employees, and agents, shall have the right and easement to enter upon any Lot at all reasonable times and to do anything thereon necessary to perform the action or actions specified in the notice to the Owner to abate, remedy, extinguish, remove or repair a Default, without the Association or such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of each entry or such action or actions as are carried out in accordance with the provisions of Section 11, provided that no summary abatement or similar procedure may be utilized through non-judicial means to alter or demolish items of construction.

11.3 No Waiver. The failure of Declarant, Builder, the Association, any Owner, Tenant, or their legal representatives, heirs, devisees, successors or assigns, in any one or more instances, to insist upon compliance with any of the Restrictions, or to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such or any similar restriction, right or privilege, including the right to cure Default, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.

11.4 Rules and Regulations. The Board may adopt and enforce, and from time to time amend, reasonable rules and regulations regarding the administration, interpretation and enforcement of the Restrictions (the "Rules and Regulations"). Each such rule and regulation shall be consistent with and designed to further the purposes outlined in this Declaration.

SECTION 12

REAL ESTATE TAXES AND ASSESSMENTS

12.1 Real Estate Taxes. The Owner of a Lot shall be responsible for and shall pay all taxes and assessments, general and special, levied or imposed upon the Lot and its Improvements.

12.2 Common Elements. Taxes and assessments, general and special, charged against the Common Elements which are owned in fee simple by the Association shall be deemed a Common Expense. Assessments charged against the Subdivision shall be paid by the Owners as set forth in Section 5 hereof.

SECTION 13

INSURANCE

13.1 Fire, Extended Coverage and Standard "All Risks" Insurance. The Association shall insure all buildings which are part of the Common Elements and Recreation Facilities, if applicable, and may maintain insurance for all other Structures and Improvements now or hereinafter constructed on the Common Elements against any loss or damage by such hazards as are ordinarily insured by a comprehensive, extended coverage and "all-risks" policies issued in the amounts at all times sufficient to prevent the Association from becoming co-insurers under the terms of any applicable coinsurance clause or provision and in no event less than the actual replacement cost of such Improvements, as determined from time to time by the insurer.

Any such insurance shall be obtained from a fire and casualty insurance company authorized to write such insurance in the State of Ohio which has a general policy holder rating of no less than A, as determined by the then latest edition of the Best's Insurance Reports or its successor guide, and shall be written in the name of the Association for the use and benefit of the Lot Owners and their mortgagees as their interests may appear. The Board of Directors and/or its authorized representatives shall have the exclusive right to negotiate and adjust all loss claims. Unless the Board of Directors determines otherwise, all such insurance shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers or Directors, and all Lot Owners and occupants.

13.2 Use of Fire Insurance Proceeds. Unless at least sixty-seven percent (67%) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than Declarant or Builder) of the individual lots have given their prior written approval, the Association shall not be entitled to use hazard insurance proceeds for losses to the Common Elements for other than the repair, replacement, improvement or reconstruction of such Common Elements.

13.3 Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all Common Elements, and other areas for which the Association is responsible, and insuring the Association, the Directors, and the Lot Owners and members of their respective families, tenants and occupants, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injury and/or property. This insurance shall include protection against liability for risks arising out of the maintenance of the Areas of Common Responsibility and such other risks as are customarily covered with respect to developments similar in construction, location and use, as determined by the Board. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim for a Lot Owner, tenant or occupant because of negligent acts of the Association, the Board, or other Lot Owners, tenants, or occupants.

13.4 Other Insurance. In addition, the Board may purchase and maintain contractual liability insurance, directors and officers ("D&O") liability insurance, and such other insurance as the Board may deem desirable from time to time.

13.5 Insufficient Insurance. In the event the improvements forming a part of the Common Elements or any other area for which the Association is responsible, or any portion thereof, shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, the Association shall advance such costs in excess of available insurance proceeds. The amount so advanced by the Association shall become a Special Assessment against all of the Lots, and such Assessments 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 Assessments. The action required to be taken by the Association under Section 13 shall not require any vote of the Members of the Association.

13.6 Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall (i) during any period in which construction activity is underway on any Lot, carry or cause its Builder to carry builder's risk insurance for the full value of any improvements

and other liabilities associated with the ongoing construction activity on the Lot, and (ii) at all other times, carry blanket all-risk casualty insurance on the Lot(s) and any Dwelling and/or other structures constructed thereon. The Board may require all Owners to furnish copies or certificates thereof to the Association. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of any Dwelling or other structure, the Owner shall proceed promptly to repair or to reconstruct the damaged parts of the Dwelling or other structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Section 6 of this Declaration and all applicable zoning, building and other governmental regulations. The Owner shall pay any costs of repair or reconstruction, which are not covered by insurance proceeds. In the event that the Dwelling or other structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Lot in a neat, safe, and attractive condition consistent with the Community-Wide Standard.

13.7 Fidelity Bonds. The Board may obtain as a Common Expense to the Association fidelity bond coverage with respect to any person who either handles or is responsible for funds held or administered by the Association, in an amount no less than the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force; provided, however, the fidelity bond coverage must at least equal the sum of three months' Assessments on all Dwelling Units on the Property, plus the Association's reserve funds. A management agent handling funds for the Association shall also be covered by its own fidelity bond, naming the Association as an additional obligee, at the sole cost of said agent.

14

DISPUTE RESOLUTION

In order to provide an efficient procedure for resolving disputes, the Declarant, the Association and all Owners shall be subject to the dispute resolution procedure set forth in this Section 14, notwithstanding that other procedures, **except** those set forth in Section 5 regarding Assessments, may otherwise be applicable.

In the event a dispute should develop between the Declarant, the Association, or any Owner, and/or between any Owners, (individually, or any combination thereof referred to collectively herein as "Claimant") which in any manner concerns, arises out of or relates to any provision of this Declaration, the dispute, regardless of the legal theory under which it is brought, shall be settled pursuant to the procedure as outlined herein:

(a) **Right to Cure:** Claimant shall provide Declarant, the Association, and/or any Owner with written notice and at least 30 calendar days to cure any such dispute, pursuant to the "Right to Repair", "Right to Cure" or similar law.

(b) **Mediation:** Should the dispute not be resolved between the Declarant, Association, or any Owner, and/or between any Owners following the expiration of the Right to Cure period, any of the parties aforementioned shall initiate, including the payment of any applicable fees and costs, a mediation procedure with the office of the American Arbitration Association. All mediation meetings shall be held in the county in which the property is located.

(c) Arbitration: If the mediation does not result in complete settlement of the dispute, any unresolved dispute, regardless of the legal theory under which it is brought, shall be settled by binding arbitration administered by the office of the American Arbitration Association. Judgment on the arbitration award rendered by the arbitrators may be entered into either an Ohio state or federal court and shall be binding and conclusive as to the parties and no appeal may be taken by any party. The following specific arbitration provisions shall apply:

- i. The arbitration proceedings shall be held in the county in which the property is located, unless otherwise agreed upon;
- ii. The arbitration panel shall consist of 3 arbitrators, unless otherwise agreed upon as a single arbitrator, being selected by the American Arbitration Association using its standard process;
- iii. Each party may take a maximum of 2 depositions lasting no more than a total of 8 hours;
- iv. The arbitration award shall be in writing, signed by a majority of the arbitrators, and shall include a detailed statement regarding reasons for the award;
- v. The arbitrators shall award to the prevailing party, if any, as determined by the arbitrators, all of its costs and fees including arbitrators' fees, administrative fees, travel expenses, witness fees, and attorney fees;
- vi. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of all parties; and
- vii. The parties agree to arbitrate solely on an individual basis, and this agreement to arbitrate does not permit class arbitration or permit any dispute being brought as a plaintiff or class member in any class or representative arbitration proceeding.

SECTION 15

DURATION AMENDMENT AND TERMINATION

15.1 Duration. This Declaration and all amendments and supplements thereto, and the Restrictions shall be covenants running with the land and shall bind the Property and every part thereof, and shall (regardless of whether any such beneficiary owns an interest in any lot) inure to the benefit of and be enforceable by, the Board and each Owner and tenant and their legal representatives, heirs, devisees, successors and assigns, and shall continue in full force and effect for thirty (30) years from the date on which this declaration is recorded in the Clermont County, Ohio Recorder's office. Thereafter the restrictions shall be automatically renewed for successive ten (10) year periods unless amended or terminated as provided in Section 15.

15.2 Amendment or Termination. Other than the manners described below, prior to the end of the Development Period, any provision of this Declaration may be amended, in whole or in part, or terminated, by a recorded instrument approved by the Declarant and Owners of at least

sixty-seven percent (67%) of all Lots located in the Property. After the end of the Development Period, any provision of this Declaration may be amended in whole or in part or terminated by a recorded instrument approved by the Owners of at least sixty-seven percent (67%) of all Lots located in the Property.

The President of the Board shall determine whether the persons who have approved of any amendments or termination of this Declaration constitute Owners of at least sixty-seven percent (67%) of all Lots. Promptly after the approval of any amendment or termination of any part of this Declaration, the President of the Board shall cause to be recorded the written instrument of amendment or termination executed in properly recordable form by the President of the Association and, if during the Development Period, Declarant and the certificate of the President of the Association that the Owners of at least sixty-seven percent (67%) of all Lots have approved such instrument.

The Board shall maintain such copies filed with it by the President as a permanent record and shall make copies thereof available to any Owner at a reasonable cost.

Notwithstanding anything above to the contrary, this Declaration may be amended at any time during the Development Period without the vote of Owners by a written instrument executed by Declarant for any purpose whatsoever; provided, however, that no such amendment shall materially affect any Owner's interest in the Association or right, if any, to use the Common Elements. Each Owner and his or her mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this paragraph.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. No amendment or removal from the Declaration may be made to Section 3, Covenant for Staged Development.

SECTION 16

MISCELLANEOUS

16.1 No Reverter. No covenant, condition, restriction or reservation or easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.

16.2 Notices. Any notice required or permitted to be given to an Owner or Tenant by the Board pursuant to the provisions of this Declaration shall be deemed given when delivered personally or mailed by United States Registered or Certified Mail, return receipt requested, postage paid, or delivered in person, including delivery by Federal Express or other reputable commercial courier service, addressed to his or her last address as it appears on the records of the Association. Notices provided for in this Declaration, the Articles of Incorporation, or the Regulations shall be in writing, and shall be addressed to an Owner at the address of the Lot and to the Declarant and to the Association at the address of their respective registered agent on file

with the Secretary of State of Ohio. Any Owner may designate a different address for notices to such Owner by giving written notice to the Association. Owners shall keep the Association advised of their current address and phone numbers where they can be reached. The time period in which a response to any such notice must be given or any action taken with respect thereto, shall commence to run from the date of personal delivery or date of receipt shown on the return receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice sent.

16.3 Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might be. Neither the Association, the Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Property, nor be held liable for loss or damage to property, nor be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All Owners and occupants of any Lot, tenants, guests and invitees of any Owner, as applicable, acknowledge that the Association, its Board and committees, Declarant, or any successor Declarant are not insurers and that each Owner and occupant of any Lot and each tenant, guest and invitee of any Owner assumes all risk for loss or damage to persons, to Lots and Dwellings and to the contents of Lots and Dwellings and further acknowledges that the Association, its Board and Committees, Declarant, or any successor Developer have made no representation or warranties nor has any Owner, occupant, tenant, guest, or invitee relied upon any representations or warranties expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire and/or burglar alarm systems or other security systems recommended or installed or any security measures undertaken within the Property.

16.4 Construction. The Board shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

16.5 Invalidity. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

16.6 Headings. The headings of the Sections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

16.7 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular the plural, and vice versa.

16.8 Conflict. If there are conflicts or inconsistencies between the provisions of the laws of the State of Ohio, the Articles of Incorporation, this Declaration, the Regulations, Architectural Guidelines and the Rules and Regulations, it shall be agreed that the provisions of the laws of the State of Ohio, this Declaration, the Articles of Incorporation, the Regulations, the Architectural Guidelines and the Rules and Regulations (in that order) shall prevail.

16.9 Covenants Running with Land. This Declaration and all amendments hereto shall be, and shall be construed as, covenants running with the land, shall be binding upon Declarant, Builder, any mortgagee, the Association, its Members, each Owner, each Occupant and all claiming under each Owner or Occupant, and shall (regardless of whether or not any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by (i) Declarant, (ii) Builder, (iii) the Association, and (iv) each Owner and all claiming under each Owner.

16.10 Availability of Documents. The Association shall make available to Members, Owners, and lenders, and to holders, insurers, or guarantors of any first mortgage, current copies of the Declaration, rules and regulations, if any, and other rules concerning the Property. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances. The Association may charge a reasonable fee to cover the cost of copies, mailings, storage retrieval fees and administrative fees incurred for same.

16.11 Right of Entry. The Association shall have a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance or operation of the Property.

16.12 Condemnation. In the event any Lot or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the net proceeds of any award or settlement shall be the property of the Owner and the holder of the first mortgage, to the extent of their respective interests. Each Owner shall give the holder of a first mortgage on the Owner's Lot timely written notice of such proceeding or proposed acquisition.

In the event the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceedings or other sought to be acquired by a condemning authority, the proceeds of any award or settlement shall be distributed to the Association for the common benefit of the Owners and their mortgagees, as their interests appear.

SECTION 17

ADDITIONAL COVENANTS, CONDITIONS AND RESTRICTIONS, AND RESERVATION OF EASEMENTS

The additional Covenants, Conditions and Restrictions, and Reservations of Easements specified in **Exhibit D and/or Exhibit E** attached hereto and made a part hereof are in full force and effect as if contained in the body of this Declaration.

[Remainder of Page Intentionally Left Blank. Signatures Follow.]

IN WITNESS WHEREOF, Declarant has caused this Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Hollybrook to be executed by its duly authorized officer as of the day and year first above written.

Harvest Meadows, LLC

By:

COMMONWEALTH OF KENTUCKY

COUNTY OF BOONE

This is an acknowledgment clause; no oath or affirmation was administered to the signor. The foregoing instrument was acknowledged before me this ____ day of _____ 2023 by _____ of<<INSERT DECLARANT>>, on behalf of the company.

Notary Public

This instrument prepared by:

Jerralyn K. Burlingham, Esq.
Attorney at Law
Fischer Homes
3940 Olympic Blvd., Suite 400
Erlanger, Kentucky 41018
859-341-4709

EXHIBIT A

DRAFT

EXHIBIT B

CODE OF REGULATIONS OF HOLLYBROOK HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 1 NAME AND LOCATION

The name of the corporation is Hollybrook Association of Homeowners', Inc., hereinafter referred to as the Association. The principal office of the Association shall be located at 3940 Olympic Boulevard, Suite 400, Erlanger, KY 41018. The meetings of Members of the Association and Board of Directors shall be held at such places within the State of Ohio as may be designated by the Board of Directors.

ARTICLE 2 DEFINITIONS

Each of the terms used herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Hollybrook Subdivision ("Declaration") made by Schnicke Development Group, LLC ("Declarant") dated _____, and of record at the Clermont County, Ohio Recorder's Office. The Declaration may be, from time to time, amended or supplemented.

ARTICLE 3 MEETING OF MEMBERS

3.1 Annual Meetings. The first Annual Meeting of the Members shall be held within five (5) years from the date of incorporation of the Association, on such date as the initial Board shall determine. Each subsequent Annual Meeting of the Members shall be held in the State of Ohio, upon proper notice, at a date, time and place as may be reasonably set by the Board of Directors (hereinafter referred to as "Board" or "Director"). Each Annual Meeting shall be open to all Members. No Annual Meeting shall be held on a legal holiday.

3.2 Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board. Special meetings shall be called by the President upon written request, delivered to the President in person or by certified mail, of Members having at least one-third (1/3) of the voting power of all Members. Upon receipt of this request, the President shall immediately cause written notice to be given of the special meeting to be held on a date not less than ten (10) nor more than thirty-five (35) days after receipt of this request. If written notice is not given to the Members within ten (10) days after the delivery of the request, the Members making the request may call the special meeting and give written notice of it.

3.3 Notice of Meetings. Written notice of each meeting of the Members 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 ten (10) days, but no more than thirty-five (35) days before such meeting to each Member entitled to vote thereat. The notice shall be addressed to the Member's address last appearing on the books of the Association, or, supplied by such Member to the Association for the purpose of notice. Such notice shall specify the date, time and place of the meeting, and, in the case of a special meeting, the purpose of the meeting. Notice of the date, time and place, and purpose(s) of any meeting of Members may be waived by any Member, before or after the meeting, by a writing filed with the records of the Association. The attendance of any Member at any meeting without protesting, before or at the beginning of the meeting, the lack of proper notice, shall be deemed a waiver by the Member of notice of the meeting.

3.4 Quorum; Adjournment. Except as may be otherwise provided by law, the Articles of Incorporation, these Code of Regulations or the Declaration, quorum for a meeting shall constitute (i) the members who are present and in good standing; and (ii) proxies in hand at the time of the commencement of a vote.

3.5 Proxies. At all meetings of Members, each Member may vote in person or by proxy. Proxies may be submitted in person, by mail, or by electronic means. The person designated a proxy need not be a Lot Owner. All proxies shall be in writing and filed with the Secretary at least twenty-four (24) hours prior to the meeting, except that the Board may waive this time requirement for a particular meeting if the waiver would not delay the meeting and would otherwise be fair and reasonable. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his/her Lot, except as otherwise provided in the Declaration or the Articles of Incorporation. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering a Lot, the presentation to the Board of Directors of a copy of the mortgage containing the proxy designation shall be notice of that designation, and, if the mortgage so states, of the irrevocability of that designation. A proxy shall be void if it is not dated or purported to be revocable without notice.

3.6 Voting by Mail or Electronically by Association Members. Any Association Member may cast his/her written vote by mail or by electronic means on any proposal voted upon at any meeting of the Members of the Association by sending such written vote to the Secretary of the Association within the period seven (7) days before the date of the meeting. Such written votes shall be filed with the records of the Association and, in no event, shall any action be taken or approved by the Association with the approval of any less than the percentage of voting power required by the provisions of the Declaration or without the consent of any party that is required by any of said provisions. Members who have voted by mail shall not be counted in determining whether the quorum has been met at a meeting of the Members.

3.7 Members. Every Lot Owner shall be a Member of the Association, and such membership shall be appurtenant to and may not be separated from ownership of any Lot. During the Development Period (as defined in the Declaration), the Association shall have Class A Members (being all Owners except Declarant) and a Class B Member (Declarant). At such time as the Class B Membership shall terminate, the Declarant, if it is then a Lot Owner, shall become a Class A Member and continue as such so long as it shall remain a Lot Owner. Class B Membership shall terminate upon the expiration of the Development Period.

3.8 Voting. Each Class A Member shall be entitled to one (1) vote for each Lot owned by such Class A Member; provided that any Class A Member with respect to whom a notice of Default has been issued by the Board pursuant to the Declaration, or who has had his/her right or privilege of use and enjoyment of the Common Elements suspended pursuant to the Declaration, shall not be entitled to vote during any period in which any such Default or suspension continues; and further provided that if a Lot shall be owned by more than one (1) Lot Owner, such Lots Owners shall be deemed to constitute a single Class A Member as to such Lot for purposes of this Section. The Class B Member shall have ten (10) votes for each Lot in which the Declarant holds the interest otherwise required for Class A Membership multiplied by the number of Dwelling Units located or proposed by the Declarant to be located on such Lot, provided, however, that each Class B Membership shall terminate upon the expiration of the Development Period. At such time as Class B Membership shall terminate, the Declarant which, for any Lot, holds an interest therein otherwise required for Class A Membership, shall be deemed a Class A Member with reference to such Lot or Lots and entitled to the voting and all other rights of such Class A Member.

Unless otherwise expressly set forth by law, the Declaration, the Articles of Incorporation or these Code of Regulations, the affirmative vote of fifty-one percent (51%) of the voting power of the Members voting on any matter at a meeting of Members shall be sufficient to determine that matter, provided that any quorum requirement is met at the time of completion of that vote.

3.9 Order of Business. The order of business at all meetings of Members shall be as follows: (1) calling of meeting to order; (2) roll call, determination of whether there is a quorum; (3) proof of notice of meeting or waiver of notice; (4) reading of minutes of preceding meeting; (5) reports of Officers; (6) reports of committees; (7) election of the Board of Directors (when appropriate); (8) unfinished and/or old business; (9) new business; (10) adjournment.

3.10 Action by Association Members Without a Meeting. Any action which may be authorized or taken at a meeting of the Members may be authorized or taken without a meeting in a writing or writings signed by all Members in good standing which writing or writings shall be filed with the records of the Association. Written notice of any action proposed to be taken by such written consent of Members shall be sent to all parties who are entitled to notices under the Declaration not less than ten (10) days prior to commencing the circulation of the action for written consent among the Members.

ARTICLE 4

BOARD OF DIRECTORS-SECTION-TERM OF OFFICE

4.1 Number and Term of Office. Until the expiration of the Development Period, the initial Board shall consist of three (3) persons appointed by the Class B Member who shall serve until their respective successors are elected and qualified. Directors appointed by the Declarant need not be Members of the Association. However, a Director elected by Class A Members shall be a Lot Owner except that if a Lot Owner is a corporation, partnership, joint venturer, or other entity, the Lot Owner may elect as a Director an officer, partner, joint venturer, or like individual affiliated with this Lot Owner.

Within ninety (90) days after the expiration of the Development Period, the President of the Association shall call a special membership meeting (“Development Period Special Meeting”). At the Development Period Special Meeting, all Declarant appointed Directors shall be deemed removed from office, and the Class A Members, including the Declarant if it is then an Owner, shall elect a Director to fill each vacancy on the Board. The terms of said elected Directors for the initial Class A Member elected board shall be from one (1) to two (2) years, so that any year thereafter, at least one (1) term shall expire. The two Directors with the most votes shall be the Directors who shall serve a two (2) year term. The remaining Director shall serve a one (1) year term. Subsequent to the Development Period Special Meeting, all Directors, and their successors, shall be elected by Class A Members and shall be elected for a two (2) year term. Furthermore, at any Annual Meeting subsequent to the Development Period Special Meeting, the Board may elect to expand the number of Directors to five (5) but in no event shall the number of Directors be less than three (3).

Notwithstanding anything above to the contrary, the Class B Member may, by written notice to the Board, at or before any Annual Meeting, relinquish to the Class A Members, the Class B Member’s right to elect one or more Directors at such Annual Meeting pursuant to this Section.

4.2 Resignation; Removal, Vacancies. A Director may resign at any time by giving written notice to the Board, the President or the Secretary. The resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.

A Director appointed by Declarant may be removed by Declarant at any time, with or without cause. An elected Director whose removal has been proposed by a Lot Owner shall be given an opportunity to speak at an annual or special meeting of the Members, after which that Director may be removed, with or without cause, by a majority vote of the Members voting at a meeting of the Members.

If a vacancy is created because of resignation, removal, or death, a successor shall be appointed or elected to serve for the unexpired term of the departed Director. Declarant shall appoint a successor for any appointed Director, and the Members shall elect a successor for any elected Director using the procedure set forth in this Section, at any Annual Meeting of the Members or at any special meeting of the Members called for the purpose of filling this vacancy.

4.3 Compensation. No Director shall receive compensation for any service he or she may render to the Association, however, any Director shall be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

ARTICLE 5
NOMINATION AND ELECTION OF DIRECTORS

5.1 Nomination. Nominations may also be made from the floor at the Annual Meeting of the Members. Nomination for election to the Board may be made by a Nominating Committee appointed by the Board. If created, the Nominating Committee shall consist of three (3) persons who may or may not be Members of the Board or Association. The Nominating Committee, if formed, shall be appointed at least thirty (30) days prior to the Annual Meeting of the Members, to serve from appointment until the close of such Annual Meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Notwithstanding the foregoing, as long as Declarant has the right to appoint all Directors, Declarant also has the right to nominate all Directors.

5.2 Election. Elections to the Board shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these Code of Regulations. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE 6
MEETINGS OF DIRECTORS

6.1 Annual Organizational Board Meeting. The Annual Organizational Board Meeting shall take place immediately after each Annual Meeting of the Members, at the time and place fixed from time to time by the Board.

6.2 Regular Meeting. Unless waived by the Board, regular meetings of the Board shall be held no less than quarterly, on the date and at the time and place fixed from time to time by the Board. No Regular Meeting shall be held on a legal holiday.

6.3 Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, or by a majority of Directors.

6.4 Notice of Meetings; Attendance by Members. Notice of the date, time, and place of organizational, regular, and special meetings of the Board shall be given to each Director by personal delivery, mail, electronic mail, facsimile, or telephone at least three (3) days before the meeting. The notice need not specify the purposes(s) of the any meeting. Notice of the date, time and place of any meeting may be waived by a Director, before or after the meeting, by a writing filed with or entered upon the records of the meeting. Attendance of a Director at any meeting without protesting, before or at the beginning of the meeting, the lack of proper notice shall be deemed a waiver by the Director of notice of the meeting.

No notice need be given to Non-Director Members of organizational, regular, or special meetings of the Board. A Non-Director Member may not attend a Board meeting or may not

participate in any such meeting unless given permission to do so by the President of the Board. A Non-Director Member may not vote at a meeting of the Board.

6.5 Waiver of Notice. Any requirement of notice to a Director provided under this Article may be waived by the Director entitled thereto by written waiver of such notice signed by the Director and filed with the Secretary of the Association. Attendance at a meeting is considered waiver of notice.

6.6 Quorum; Adjournment. A simple majority of the Directors then in office shall constitute a quorum for any meeting, provided that the quorum requirement must be met at the time of completion of a vote on any matter for that vote to be valid. Whether or not a quorum is present, a majority of the Directors present at a meeting may adjourn that meeting. Notice of the adjournment need not be given if the time and place to which the meeting is adjourned are fixed and announced at the meeting.

6.7 Voting Power. At any meeting of the Directors at which a quorum is present, all matters shall be determined by a majority vote of those voting on the matter, except as may be otherwise expressly provided in the Declaration and these Code of Regulations. The President may cast an additional vote to break a tie vote on any matter.

6.8 Action Taken Without a Meeting. Any action which may be taken at a meeting of the Board may be taken without a meeting in a writing or writings which may include electronic approval signed by all the Directors, which writing(s) shall be filed with the records of the Board. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE 7

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1 Powers. The Board shall exercise all powers and authority, under law, and under the provisions of the Declaration, that are not specifically and exclusively reserved to the Members 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) Adopt and publish Rules and Regulations (as hereinafter defined) governing the use of the Common Elements and the personal conduct of the Members, occupants and their guests thereon, and to establish penalties for the infraction thereof;

(b) Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(c) Obtain insurance coverage not less than that required pursuant to the Declaration;

(d) Enforce the covenants, conditions and restrictions set forth in the Declaration;

- (e) Repair, maintain, and improve the Common Elements;
- (f) Mortgage the Common Elements in order to borrow money for the purpose of constructing, equipping, improving, and maintaining the Common Elements with the approval of sixty-seven percent (67%) of the Class A Members, and during the Development Period, the approval of the Class B Member.
- (g) Execute any loan agreement and/or promissory note for the benefit of Declarant, Builder (as defined in the Declaration) and/or Affiliated Entity (as defined in the Declaration), as the case may be, the form of which shall comply with the terms and conditions set forth in **Exhibit C** attached to the Declaration, which shall evidence any loan of funds made to the Association to fund a deficit;
- (h) Authorize the repayment to the Declarant, Builder and/or Affiliated Entity, as the case may be, of any or all monies lent by such entity to the Association in accordance with Section 5 of the Declaration in funding any deficit;
- (i) Suspend the voting rights of a Member during any period in which such Member shall be in Default in the payment of any Assessment levied by the Association, as more fully provided in the Declaration;
- (j) Employ a manager, an independent contractor and/or such other employees as it deems necessary, and to prescribe their duties; and
- (k) Exercise for the Association all powers, duties and authority vested in or delegated to the Association by provisions of these Code of Regulations, the Articles of Incorporation, or the Declaration not specifically reserved thereby to others, including any powers necessary or convenient to carry out its duties and authority. The powers of the Board shall be construed to be as broad as possible.

7.2 **Duties.** It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any special meeting when such statement is requested in writing by Members representing one-third (1/3) of each class of Members who are entitled to vote;
- (b) Supervise all Officers, agents and employees of the Association, and to see that their duties are properly performed, with the Board having full power to hire and fire;
- (c) As more fully provided in the Declaration, to:
 - (i) Establish, enforce, levy and collect Assessments as provided in the Declaration;

- (ii) Give written notice of each Assessment to every Member subject thereto within the time limits set forth therein;
- (iii) Foreclose the lien against any property for which Assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Member(s) personally obligated to pay the same, or both;
- (iv) Pay the Association's Common Expenses through the Assessments and/or the borrowing of funds as provided in the Declaration;
- (d) Issue, or to cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;
- (f) Cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
- (g) Cause the restrictions created by the Declaration to be enforced; and
- (h) Take all actions deemed necessary or desirable to comply with all requirements of law and the Declaration.

7.3 Professional Management Contracts. The Association may delegate all or any portion of its authority, subject to the Board of Directors supervision, to discharge its responsibilities herein to a manager or managing agent. Any management agreement shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee on sixty (60) days or less written notice.

7.4 Rules and Regulations. The Board may adopt and amend rules and regulations (hereinafter, "Rules and Regulations") for the maintenance, use, conservation, and beautification of the Property and for the health, comfort, safety, and general welfare of Members and their families, tenants, and invitees. The Board, or any committee created by the Board, may impose fines on a Member who violates, or whose family members, tenants or invitees violate the Rules and Regulations. The Board may establish a schedule of fines for particular violations of the Rules and Regulations to be paid by any Member who violates such Rules and Regulations. Any fines assessed by the Board shall be due and payable on the date the next installment of any Assessment is due. In the event that a Member shall fail to pay when due any fines assessed by the Board under this Section, then the amount of the assessed fines, in addition to any and all expenses incurred by the Board in enforcing this Section, including reasonable attorneys' fees to the extent permitted by Ohio law, may be levied as a Special Assessment against the Lot Owner in question

and his or her Lot. The levying of a fine against a defaulting or delinquent Member shall not operate as a waiver of any other rights that the Board may have against such Member pursuant to the Declaration or these Code of Regulations. In the event such Rules and Regulations shall conflict with any provisions of the Declaration or these Code of Regulations, the provisions of the Declaration and of these Code of Regulations shall govern.

7.5 Annual Review. The Board may arrange for a certified public accountant to perform a review of the Association's books. Upon written request, the Board shall provide a first mortgagee with a copy of any annual review report.

ARTICLE 8

OFFICERS AND THEIR DUTIES

8.1 Enumeration of Officers. The Association may have a President, Vice-President, Secretary and Treasurer. The Board may create other offices from time to time. The President, Vice-President, Secretary and Treasurer shall be Members, or representatives of the Declarant or Builder.

8.2 Election of Officers. Prior to the Development Period Special Meeting, the Officers of the Association will be elected by the Board of Directors at the Annual Organizational Board Meetings. Thereafter, the Officers of the Association will be elected by the Board of Directors promptly after the Development Period Special Meeting and at each Annual Organizational Board Meeting and the persons so elected shall take office immediately upon election.

8.3 Term. The Officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year and until a successor is elected, unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

8.4 Special Appointments. The Board may elect 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.

8.5 Resignation and Removal. The Board may remove any Officer at any time, with or without cause, by a majority vote of the Directors. 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 unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies. A vacancy in any office may be filled by appointment of the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he or she replaces.

8.7 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.4 of these Code of Regulations, or except by resolution of seventy-five (75%) percent of the Board of Directors. No Officer shall execute

an instrument in more than one capacity if the signatures of two or more Officers are required by law, the Articles of Incorporation, the Declaration or these Code of Regulations.

8.8 Duties. The duties of the Officers are as follows:

(a) President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Members and all meetings of the Board and shall see that orders and resolutions of the Board are carried out. The President may sign all legal instruments authorized by and on behalf of the Association.

(b) Vice-President. The Vice-President shall act in the place of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the names and addresses of Members; give each Member a copy of any Rules and Regulations or amendments thereto; and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; keep proper books of accounts, specifying the receipts and expenses, together with records showing the allocation, distribution, and collection of the common profits, losses, and expenses among and from the Members; and shall prepare an annual budget and annual statement of income and expenditures to be presented to the Members at the Annual Meeting, with a copy to be mailed or delivered to each Member.

(e) Reliance on Professional Advice. As long as the Directors and the Officers are acting in good faith, the Directors and Officers may rely upon the advice of professionals hired or retained to advise the Association. It is understood that the Directors and Officers will be unpaid volunteers.

ARTICLE 9

COMMITTEES

The Board may appoint and disband such committees as it chooses.

ARTICLE 10

INDEMNIFICATION PROVISIONS

In addition to any other right or remedy to which the persons hereinafter described may be entitled, under the Articles of Incorporation, Code of Regulations, Declaration, any other agreement, or by vote of the Members or otherwise, the Association shall indemnify any Director or Officer of the Association or former Director or Officer of the Association, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or

proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a Director or Officer of the Association, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except as to matters as to which the Director or Officer shall be finally adjudged in this action, suit or proceeding to be liable for willful misconduct or bad faith. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plead of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. The Board may purchase insurance in the amount it deems appropriate to provide this indemnification, and the cost of this insurance shall be a Common Expense. In the event of a settlement, indemnification shall be provided only in connection with those matters covered by the settlement as to which the Association is advised by counsel that the Director or Officer has not been guilty of willful misconduct or bad faith as a Director or Officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which a Director or Officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as Common Expenses. Nothing in this Section shall be deemed to obligate the Association to indemnify any Member, who is or who has been a Director or Officer, with respect to any duties or obligations assumed or liabilities incurred by the Member as a Member rather than as a Director or Officer.

ARTICLE 11

MISCELLANEOUS

11.1 Service of Notices on the Board of Directors. Notice required to be given to the Board of Directors or to the Association may be delivered to any Director or Officer of the Association either personally or by certified mail addressed to such Director or Officer at his/her residence or business address.

11.2 Service of Notices on Devisees and Personal Representatives. Notice required to be given to any devisee or personal representative of a deceased Owner may be delivered either personally or by certified mail to such party at his, her or its address appearing on the records of the Court within the state of such deceased Owner is being administered.

11.3 Nondiscrimination. No Member (including the Declarant) and no employee, agent, or representative of a Member shall discriminate on the basis of sex, race, color, national origin, religion, familial status, or disability in sale or lease of any Lot, or in the use of the Common Elements.

11.4 Nonwaiver of Covenants. No delay or failure on the part of the Board and/or on the part of any Officer in exercising any right, power or privilege or in failing to enforce a covenant, condition, obligation, or a provision contained in the Declaration, Articles of Incorporation, Code of Regulations, or Rules and Regulations shall be or be deemed to be a waiver

thereof, or be or be deemed to be a waiver of any subsequent exercise of such a right, power, or privilege, or be deemed to be a waiver of any subsequent violation or breach of such covenant, condition, obligation, or privilege, nor shall any single or partial exercise of any right, power, or privilege preclude any other or future exercise thereof or preclude the exercise of any other right, power, or privilege. All rights, powers, and privileges given hereunder or at law or in equity are cumulative, and any one or more or all of such rights, owners, and privileges may be exercised simultaneously or consecutively.

11.5 Board's Power to Bind. A lawful agreement or determination made by the Board or an Officer, in accordance with procedures established in the Declaration and Code of Regulations, shall bind all Members, their successors and their assigns.

11.6 No Act of Business for Profit. These Code of Regulations shall not be construed to give the Association authority to conduct any act of business for profit on behalf of one or more Members.

11.7 Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, Articles of Incorporation, Code of Regulations and Rules and Regulations, if any, shall be available for inspection by any Member at the principal office of the Association or at such other reasonable place as the Board might direct, where copies may be purchased at reasonable cost.

11.8 Fiscal Year. The fiscal year shall begin on the first day of January of every year, except that the first fiscal year of the Association shall begin at the date of incorporation. The commencement date of the fiscal year herein established may be changed by the Board of Directors.

11.9 Execution of Corporation Documents. With the prior authorization of the Board of Directors, all notes, contracts and other documents shall be executed on behalf of the Association by either the President or the Vice-President, and all checks and other drafts shall be executed on behalf of the Association by such Officers, agents or other persons as are, from time to time, by the Board, authorized so to do.

11.10 Conflict. In the case of any conflict between the Articles of Incorporation and these Code of Regulations, the Articles of Incorporation shall control; and in the case of conflict between the Declaration and these Code of Regulations, the Declaration shall control.

11.11 Amendments. These Code of Regulations may be amended from time to time, at any Annual Meeting or special meeting of the Members in accordance with the provisions set forth in the Declaration for amendment thereto. Notwithstanding the foregoing, the Declarant, or any person or entity that the Declarant has designated, must consent in writing to the amendment before the amendment is effective if the amendment is passed during the Development Period.

11.12 Governing Law. The Code of Regulations shall be interpreted and enforced under the laws of the State of Ohio.

11.13 Perpetuities; Restraints on Alienation. If an option, privilege, covenant, or right created by the Code of Regulations shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) rule restriction restraints on alienation, or (c) any other statutory or common law rule imposing time limits, then that provision shall continue only until twenty-one years after the death of the last survivor of the now living decedents of Joseph Robinette Biden Jr.

11.14 Severability. The invalidity of part or all of any provision of the Code of Regulations shall neither impair the validity of nor affect in any manner the Declaration, the Articles of Incorporation or the rest of the Code of Regulations.

11.15 Heirs, Successors and Assigns. These Code of Regulations shall be binding upon and shall inure to the benefit of the Association, the Declarant, the Builder, Members and Members' heirs, successors, and assigns.

11.16 Interpretation. These Code of Regulations shall be interpreted reasonably and in good faith. They should not be applied so strictly so as to thwart justice or common sense. Ohio law shall control. If the Code of Regulations or the Articles of Incorporation are silent on a subject, the Directors may follow the applicable corporation laws of Ohio and shall have all powers given to a board of directors under the applicable corporation laws of Ohio. These Section headings are for convenience only and shall not affect the meaning or construction of the Code of Regulations. A reference to a specific Section without a further identification of the document containing that Section is a reference to a Section in the Code of Regulations. Where the context requires masculine, feminine and/or neuter terminology shall include the neuter, feminine and/or masculine. Any capitalized terms used herein which are not otherwise defined, shall have the meanings as defined in the Declaration.

ADOPTED this _____ day of _____, 2023.

HOLLYBROOK ASSOCIATION OF HOMEOWNERS',
INC.,
an Ohio not-for-profit corporation

By: _____
Mark W. Schnicke, President

EXHIBIT C

DEFICIT LENDING TERMS

Loan Agreement(s) and Promissory Note(s) to fund Operating Deficit(s) pursuant to Section 5 of Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Hollybrook shall conform with the following provisions which shall govern the terms and conditions of said Agreement(s) and Notes(s):

1. Type of Note:

The Note(s) may be issued in any of the following forms:

(a) Demand Note:

This type of Note shall be payable on the date of demand by Lender; or

(b) Open-end Note:

This type of Note shall permit additional borrowing and prepayment of principal, without penalty; or

(c) Closed-end Note:

This type of Note shall not permit additional borrowing against this note; but prepayment of principal, without penalty, shall be permitted.

2. Method of Payment:

Repayment of the loan(s) may be by any of the following methods:

(a) Installment Plan:

This method of payment shall require payments, of both principal and interest, at regular intervals over the term of the loan; or

(b) Lump Sum Payment:

This method of payment shall require Periodic payments, of both principal and interest, for a specified time and a lump sum payment at maturity to discharge the outstanding balance of the loan; or

(c) Balloon Payment:

This method of payment shall require periodic interest payments for a specified time and a lump sum payment at maturity to discharge the outstanding balance of the loan.

3. Interest:

The Interest Rate established by Lender shall be reasonable, but no greater than two (2) percentages points over the “prime rate” as published in the Wall Street Journal and shall be designated by lender to be either:

(a) Fixed:

The Lender shall establish a rate of interest at the time of the making of the Note and this rate of interest shall remain constant over the term of the Note; or

(b) Variable:

The Lender can periodically adjust the interest rate in accordance with fluctuations in the “prime rate” as published in the Wall Street Journal.

Furthermore, Interest shall be designated by Lender to be either:

(c) Compound:

Interest shall be paid on both the principal and the previously accumulated interest; or

(d) Simple:

Interest shall be paid on the principal only and not on accumulated interest.

4. Limit on Term:

The Note(s) may be issued for a term up to, but not to exceed, ten (10) years.

5. Waiver of Defenses:

Borrower shall waive presentment, demand, protest, and notice of demand, protest, nonpayment and dishonor. Borrower shall also waive all defenses based on surety ship or impairment of collateral.

6. Agreement(s) and Note(s) shall contain clauses addressing the following issues:

- (a) Order of payment
- (b) Default
- (c) Expenses
- (d) Omission or waiver by Lender
- (e) Severability
- (f) Choice of law

EXHIBIT D

THE FOLLOWING ADDITIONAL COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS SHALL APPLY TO SINGLE-FAMILY (IDENTIFY LOT NOS.) OF _____ SECTION _____ AS RECORDED ON _____ IN PLAT BOOK _____, PAGE _____ OF THE _____ COUNTY, OHIO RECORDS.

SECTION 7 **COVENANTS AND RESTRICTIONS OF USE AND OCCUPANCY**

7.2 Covenants and Restrictions.

(y) Swimming Pools. No above-ground swimming pools shall be constructed, erected, placed or permitted to remain upon any Single-Family Lot; provided, however, portable or inflatable swimming pools designed for use by small children shall be permitted so long as they are stored out of view when not in use. In-ground swimming pools are permitted provided they are approved pursuant to Section 7 hereof. This Section shall not prohibit the construction, erection or placement of a diving board, slide or other equipment appurtenant to an otherwise conforming swimming pool.

(z) Basketball Goals, Play Areas, etc. No permanent basketball goals shall be attached to any Dwelling Unit or affixed in the ground without the approval of the ARC. No full size portable goals will be allowed on any Single-Family Lot. Small portable children's goals made of plastic are allowed so long as the goals are kept away from public streets and kept in the garage when not in use. No playground equipment, play apparatuses, swing sets, tree houses, trampolines, or other similar structures or apparatuses shall be erected, constructed, or allowed to remain on any Single-Family Lot except in accordance with Rules and Regulations established by the ARC from time to time or as otherwise approved by the ARC.

(aa) Fencing. Notwithstanding anything contained herein, ALL fencing shall be approved by the ARC as provided in Section 6 of the Declaration. No fences shall be erected or built on any part of any Single-Family Lot between the rear of the dwelling unit constructed thereon and the street in front of the dwelling unit. On a corner Single-Family Lot, the section or sections of fence running with the side street shall not extend closer to said side street at any point than the dwelling unit on said Single-Family Lot. Such style and materials for fences erected on said Single-Family Lot are not permitted unless they comply with the Architectural Guidelines and procedures as adopted by the ARC. Further, invisible fences shall be permitted so long as such invisible fence is installed at least five (5) feet away from any common sidewalk, public path, or walkway. Non-reflective metal fence may be installed as an integral part of a fence constructed of the aforesaid materials in order to provide a secure enclosure. All fences must meet local governmental fence codes and regulations. Entrance designations, Recreational Facilities, fences and any other Structure erected by Declarant, Builder and/or the Association are exempt from this Restriction.

(bb) Lawns. No weeds, underbrush or unsightly growths or objects of any kind shall be permitted to remain on any Single-Family Lot within the Subdivision. All lawn areas shall

be maintained in a neat and orderly manner and shall be mowed on a regular basis. Single-Family Lot areas left in a naturalized state by the Declarant or Builder may be left in such naturalized state by the Single-Family Lot Owner.

SECTION 9

COMMON ELEMENTS AND EASEMENTS

9.1 Common Private Driveway Easements

(a) Maintenance expense of the Common Private Driveway shall also include snow plowing if a majority of Single-Family Lot Owners served by a Common Private Driveway agree to incur expenses for snow plowing services.

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EXHIBIT E

THE FOLLOWING ADDITIONAL COVENANTS, CONDITIONS AND RESTRICTIONS, AND RESERVATION OF EASEMENTS SHALL APPLY TO PAIRED LOTS OF _____, SECTION _____ AS RECORDED ON _____ IN PLAT BOOK _____, PAGE _____ OF THE _____ COUNTY, OHIO RECORDS.

SECTION 1 **DEFINITIONS**

1.28(a) "Limited Common Elements" shall mean and refer to that real property, together with the Improvements located thereon, owned by the Association for the benefit, use and enjoyment of the Owner of a certain Dwelling Unit or Dwelling Units constructed on Paired Lots with such Improvements located thereon, to the exclusion of the other Owners, as well as areas which have been specifically designated by the Declarant on the recorded plat as "Limited Common Elements".

SECTION 7 **COVENANTS AND RESTRICTIONS OF USE AND OCCUPANCY**

7.2(y) Swimming Pools. No in-ground swimming pools or above-ground swimming pools shall be erected, constructed or permitted to remain on any Paired Lot.

7.2(z) Basketball Goals, Play Areas, etc. No permanent or portable basketball goals shall be erected, constructed, or permitted to remain on any Paired Lot. No playground equipment, play apparatuses, swing sets, tree houses, trampolines, playhouses, or other similar structures or apparatuses shall be erected, constructed, or permitted to remain on any Paired Lot.

7.2(aa) Fences. No fences shall be erected or built on any part of a Paired Lot except that an invisible fence shall be permitted. In no case shall the installation of an invisible fence destroy or otherwise disturb any landscaping area on any Paired Lot.

SECTION 8 **MAINTENANCE STANDARDS**

8.1 Adoption and Amendment.

(a) The reference to Common Elements as described in Section 9 shall also include the Limited Common Elements, so that wherever the term Common Element(s) is used, it shall also include Limited Common Element(s).

8.5 Right of Entry.

(a) The reference to Common Elements as described in Section 9 shall also include the Limited Common Elements, so that wherever the term Common Element(s) is used, it shall also include Limited Common Element(s).

SECTION 9

COMMON ELEMENTS AND EASEMENTS

9.7 Easements.

(e) There is hereby established and reserved by the Declarant a blanket easement over all of each and every Paired Lot for the benefit of the Association for express purpose of providing landscaping maintenance services, snow pushing services, and any other services or special services established by the Board or set forth in the Declaration as amended. The Declarant reserves the right within said easement to establish common landscape areas or common streetscape areas for the benefit of Paired Lot Owners. The Association shall be responsible for the maintenance of any such common landscape areas or common streetscape areas so established.

SECTION 10

ASSOCIATION AND OWNER MAINTENANCE RESPONSIBILITY

10.1.1 Additional Association Responsibilities. It is the intention of the Declarant and Builder that the Paired Lots be provided with the following additional maintenance services and insurance:

(a) Required Lawn and Landscape Maintenance Services. The Association shall manage and provide lawn and landscaping maintenance services for each Paired Lot and all Common Elements located on the Property. Such services apply to those areas installed by Declarant and/or Builder and may include but shall not be limited to: mowing, leaf removal, fertilizing and treatments of all established turf areas; pruning and treatment of shrubs and trees; and weeding, trimming, edging, and annual mulching of landscape beds. The Declarant and/or Builder may install additional landscaping which the Association is responsible for maintaining, provided such additional landscaping is noted on the Record Plat as a "Landscape Easement Area". Any Landscape Easement Area Lot shall be maintained by the Association. The delineation of areas to be mowed and otherwise maintained and areas to be left in a natural state shall be at the discretion of the Board.

Each Owner of a Paired Lot shall remain responsible for the remaining lawn and/or landscaping services including the establishment of all turf areas and the irrigation of watering of all turf and landscaping areas located in the front, side and rear yards. Any landscaping installed by an Owner will not be maintained by the Association. As determined by the Board, the Association will replace dead or dying landscaping and turf, which are under maintenance of the Association, unless the Owner of the Paired Lot, through action or inaction, causes the death or damage of plant material and/or turf (e.g., does not adequately water the landscaping). Owner damaged landscaping or turf will be replaced at the expense of the respective Owner and may be assessed as an Individual Assessment under Section 5 of the Declaration.

Yard ornaments or other decorative items may be located on a front door stoop, patio, or deck, but may not be placed in or on mulch beds, trees, bushes, or other landscaped areas.

(b) Required Snow Pushing Services. The Association shall manage and provide snow pushing services for driveways and sidewalks for Paired Lots. Such snow pushing services for sidewalks shall be limited to the private streets, if any, and the sidewalk leading from the driveway

to the front door of the Dwelling Unit and shall not include sidewalks along streets. Snow pushing shall be provided in accordance with requirements and rules established by the Board of Directors. Deicers and deicing service is not part of this service. Paired Lot Owners bear all risks and are responsible for any damage to pavement surfaces caused by their use of deicers on their own driveways and sidewalks.

(c) Special Services. The Association on its own initiative or at the request of Paired Lot Owners may, upon Board approval, provide special services to Paired Lot Owners. Such services may include, but are not limited to: exterior painting, concrete cleaning and sealing, deck cleaning and sealing, exterior building maintenance, gutter cleaning or similar services. These services would not be required or provided to all Paired Lot Owners, but would only be provided to such Paired Lot Owners who desire to participate in such special services. These services would be provided at an additional cost to the participating Paired Lot Owners. Any expenses incurred by the Association for the provision of special services shall be billed to the participating Paired Lot Owner as an Individual Assessment and shall be paid by said Owner within thirty (30) days thereafter.

(d) Discontinuance of Required Services. During the Development Period the required services set forth in Paragraphs 6.3(a) and 6.3(b) shall be mandatory and shall be provided by the Association unless the Declarant consents to the discontinuance of any such service and seventy-five percent (75%) of the Paired Lot Owners vote to discontinue any such service. After the termination of the Development Period, the aforesaid required services may be discontinued as set forth above, but without requiring the consent of the Declarant. Furthermore, after termination of the Development Period, additional services may be added if seventy-five percent (75%) of the Paired Lot Owners vote to add such services.

(e) Exterior Maintenance shall include the following: paint, caulk, repair and replace roofs, roof vents, chimneys, gutters, downspouts, and exterior wall surfaces; paint and make surface repairs on the exterior surfaces of the doors; repair and replace common area sidewalks; general treatment for pest control; perform other exterior maintenance as from time to time is determined by the Board of Directors of the Association to be reasonably necessary to maintain such Paired Homes consistent with the funds available to the Association, such additional maintenance to be exercised uniformly for the benefit of all such Paired Homes.

Unless otherwise determined by the Board of Directors, exterior maintenance shall NOT include structural and/or waterproofing, repair, replacement or care of foundations, basement walls and floors; repair, replacement or care of wood balconies, decks, railings and patios; repair, replacement or care of mechanical equipment and/or its pads and foundations, light bulbs, exterior light fixtures attached to such Paired Homes, electric outlets, water sillcock, window and/or door glass or screen; repair, replacement or care of doorjambs, thresholds, window frames or operating parts of doors and windows; maintenance, repair and replacement of driveways, lead-walks and door stoops; cleaning, weather stripping or replacement of doors and windows; general cleaning or debris removal; and any care whatsoever to improvements or additions made other than by the original Builder in constructing the respective Paired Lots.

SECTION 15

INSURANCE

15.1 Fire, Extended Coverage and Standard "All Risk" Insurance. Notwithstanding anything contained to the contrary in Section 15.1 of the Declaration, the Association shall insure all buildings (excluding insurance on Improvements as that term is defined in Subsection 15.6 below), structures and all the Common Elements which are located on the Property against any loss or damage by such hazards as are ordinarily insured by a comprehensive, extended coverage and "all-risks" policies issued in the amounts at all times sufficient to prevent the Association from becoming co-insurers under the terms of any applicable coinsurance clause or provision and in no event less than the actual replacement cost of such improvements, as determined from time to time by the insurer.

15.6 Individual Insurance. Notwithstanding anything contained to the contrary in Section 15.6 of the Declaration, the Association shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior of any Dwelling Unit nor the liability of any Paired Lot Owner for injuries therein not caused by or connected with the Association's operation, maintenance or use of the Common Elements or other property located in the Subdivision. Each Paired Lot Owner shall, at his or her own expense, obtain public liability insurance for personal injuries or damage arising out of the use and occupancy of or occurring within his or her Dwelling Unit or on his or her Lot. In addition, each Paired Lot Owner shall maintain fire and extended coverage insurance on the contents of his/her Dwelling Unit, including any partitions, trim, drywall, flooring, built-in fixtures, equipment and appliances, and on the improvements and betterments which are located in his/her Dwelling Unit (collectively, the "Improvements"). The Association may request the Paired Lot Owner to provide a copy of the policy(s) to the Association evidencing this insurance coverage at any time.

Each Paired Lot Owner agrees that if any Owner(s) damages a building or other improvements now or at any time hereafter constituting a part of the Subdivision which is covered under the Association's insurance policy, the Owner or Owners causing such damage shall be responsible for paying the lesser of: (a) the insurance deductible due under the Association's insurance policy; or (b) the cost to repair and/or replace any damage to a building or other improvements, which amount shall be due within ten (10) days after the delivery of written notice of such deductible due or replacement/repair costs by the responsible Paired Lot Owner(s) or twenty (20) days after mailing of such notice by certified mail, whichever occurs first. In the event a Paired Lot Owner refuses or fails to pay the insurance deductible or replacement/repair costs in the time period provided in the preceding sentence, the amount thereof may be advanced by the Association and the amount so advanced by the Association shall be assessed to such Owner as an Individual Assessment.

SECTION 18

PARTY WALLS

18.1 Party Walls. Each wall which is built as part of the original construction of a Dwelling Unit and is placed on the dividing line between Paired Lots or dwellings shall constitute a party wall, and to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

18.2 Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared 50/50 by the Owners who make use of the wall in proportion to such use.

18.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution for the others under any rule of law regarding liability for negligent or willful acts or omissions. Unless otherwise agreed by the Association and the Owners of all Dwelling Units damaged or destroyed by fire or other casualty, such structure shall be rebuilt and all proceeds of insurance available therefor shall be used to restore the structure.

18.4 Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

18.5 Right of Entry. For purposes of making inspections and repairs under this Section 8, an Owner, his/her agents or contractors shall have the right to enter upon the premises of the other Owners of a party wall upon the giving of notice.

18.6 Easements. In the event that a Dwelling Unit is erected on more than one Paired Lot, each such Paired Lot shall have the benefit of mutual easements across the other Paired Lots upon which said structure is located and through the structure, and each such Paired Lot shall be subject to easements across it and through the structure erected thereon for the benefit of the other Paired Lots upon which said structure is located, for the maintenance, continuation and upkeep of utility wires and lines serving the individual Paired Lots and Dwelling Units located thereon. The Owner of each Paired Lot shall maintain, repair and replace all wires and lines serving such Paired Lots and Dwelling Units, and for such purpose may enter upon the other Paired Lots or Dwelling Units, but shall at all times be responsible for repairing and restoring to its former condition any Paired Lot or Dwelling Unit which is damaged or disturbed by reason of the performance of any maintenance, repair or replacement of such wires and lines, or by reason of the exercise of any right of easement, ingress and egress herein provided. The cost of repair and maintenance of wires and lines used jointly for the benefit of two or more Paired Lots shall be shared by the Owners who make use of the same in equal amounts, unless such repair and maintenance is provided by the Association through Assessment. "Wires" and "Lines" shall be construed broadly to include energy, communications, water and or sanitary sewer wires and lines.

18.7 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

18.8 Control of Utility Lines.

(a) If a Lot is serviced by a single supply/service line ("Single Supply Line") for any utility whether natural gas, electric, water, or sanitary sewer, the Lot Owner shall be responsible for its maintenance, from any point of connection that the utility tap/meter to the Dwelling Unit. Maintenance includes any portion of the Single Supply Line, which may be under other Lots.

(b) If a Lot is serviced by a supply line for any utility whether natural gas, electric, water, or sanitary sewer from the utility company's point of service which then splits into dual or multiple lines ("Multiple Supply Line") to provide service to individual Dwelling Units, the Lot Owner responsible for maintenance is as follows:

(i) From the Dwelling Unit to the multiple tie in point, the applicable Lot Owner.

(ii) From the multiple tie in point to the utilities' point of service, all Lot Owners benefitted by such utility service pro rata.

(c) If a Multiple Supply Line needing to be replaced, repaired, or otherwise maintained and the Lot Owners dispute the maintenance obligations, or fails to properly perform the maintenance obligations, the Association shall issue a binding determination as to the necessity for said repair, replacement, and/or maintenance and may pay for the cost of the repair, replacement, and/or maintenance and assess the charges to the Lot owners as described in Section 5.

(d) Utility Service Providers. It shall not be the responsibility of any utility company providing such services to resolve any dispute involving such services that may arise between Owners. Rather, such Owners shall follow the dispute resolution procedure in Section 14 herein. Further, the Association may serve as the main point of contact between the utility service providers and the Owner(s).

18.9 Rights Not Subject to Suspension. The rights and easements created in Section 9 shall not be suspended by the Association for any reason.

Exhibit "H-1" – Traffic Study

FARNEMAN PROPERTY



Approved - MAL
Date: 05/13/2024
*Approval for traffic/access
under DCEO jurisdiction only

Delaware County, Ohio

May, 2024

Kimley»Horn

EXHIBIT H-1

Farneman Property Traffic Study

May 2024

PREPARED BY:

Nick Brady, P.E.

Kimley-Horn

7965 N. High Street, Suite 200, Columbus, OH 43235

Direct: 614.696.5162

Nick.Brady@kimley-horn.com



Registered Engineer No. E-82874, Ohio

May 8, 2024

Date



Kimley»Horn

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INTRODUCTION

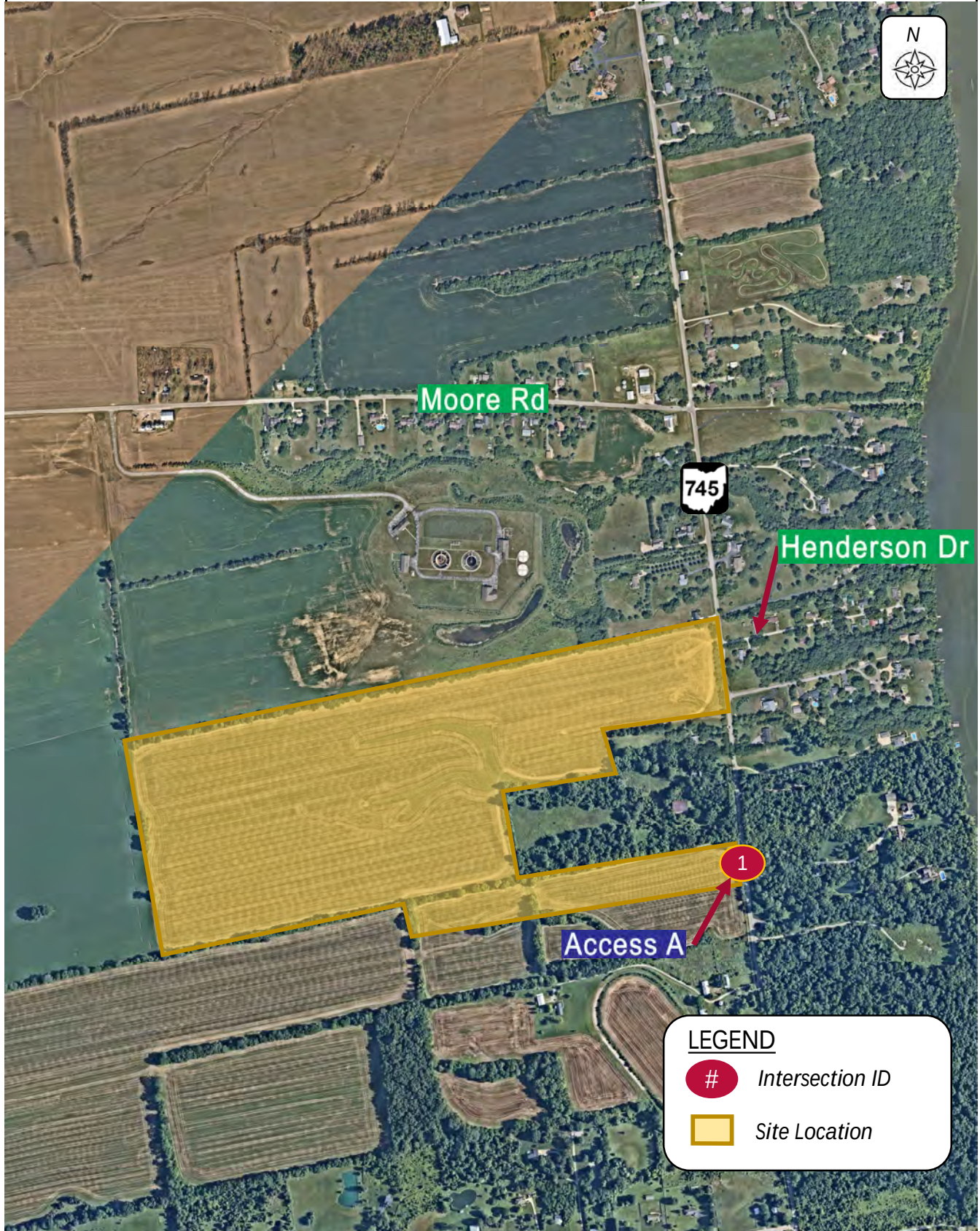
Kimley-Horn and Associates, Inc. (Kimley-Horn) was retained to perform a traffic study for a proposed 140-unit single family housing development located on SR-745 (Dublin Road) in Delaware County, Ohio. In the previous submittal, a single access point was proposed across from Henderson Drive. The site has since been revised, and the access is now proposed south of Henderson Drive near the southern boundary of the property. An aerial view of the study location and the surrounding roadway network is presented in **Exhibit 1**, and the revised conceptual site plan is provided in **Appendix A**.

A Memorandum of Understanding (MOU) was completed to summarize a scoping call on September 18th, 2023. A copy of the agreed upon MOU is provided in **Appendix B**. Note that Kimley-Horn and the review agencies mutually agreed to modify the MOU after approval to adjust the data collection procedures. Historical count data is available on SR-745 from 2021 and serves as the base volumes for the analysis. Based on the site trips generated, it is anticipated that a left turn warrant would be met at the site access and results would not be impacted by the age of the counts. It is recommended that any future entities who reference this document note that the traffic data was outside of the typical age for using historical counts and use engineering judgement to determine if the data is suitable for their use.

Additionally, analysis for the southbound right turn lane warrant has been included in this submittal for Opening and Horizon year conditions. This analysis also uses the historical data and the ODOT Traffic Forecast Management System (TFMS) growth rate of 2.7% as listed in the MOU document.

The study includes derivation of trip generation characteristics for the proposed residential use. A turn lane warrant analysis, capacity analysis, and intersection site distance analysis were completed as part of the study process. This document summarizes the methodology, results, and conclusions of the traffic analysis.

Exhibit 1: Site Location Map



NO BUILD CONDITIONS

This section of the report details information on the existing roadway conditions.

Area Land Uses and Existing Roadway Characteristics

The subject site is located on SR-745 south of Henderson Drive in Delaware County, Ohio. The area in the vicinity of the site generally consists of agricultural and residential land uses. The study area for this analysis includes the following intersections:

- SR-745 and Site Access A

Kimley-Horn used the ODOT Transportation Information Mapping System (TIMS) to determine the roadway classifications. Characteristics of the stud16y roadways are summarized below.

SR-745 is a minor arterial roadway generally running north-south in the site vicinity. In the study area, SR-745 provides one lane in each direction and has an unposted speed limit indicating a legal speed of 55 mph in the vicinity of the subject site. No designated sidewalks are present on either side of the existing SR-745 where the site access will be located. Vertical curvature is present to the north and south of the proposed site access, and no horizontal curvature is present in the study area.

Traffic Count Data Collection

Traffic count data for SR-745 northbound and southbound approaches was obtained using the ODOT Transportation Information Mapping System (TIMS). The counts include volumes for a full 24-hour period and were collected in August of 2021. The AM and PM peak hour periods are 8:00am-9:00am and 4:45pm-5:45pm, respectively. The peak hour traffic volumes are shown in **Exhibit 2**. Using the ODOT Peak Hour to Design Hour Factors tables, a design hour factor of 1.12 was applied to the existing traffic volumes. The design hour volumes are shown in **Exhibit 3**. Traffic count data can be found in **Appendix C**.

Traffic Volume Projections

Kimley-Horn utilized the ODOT Traffic Forecast Management System (TFMS) to obtain growth rates for the study area. Based on the TFMS results, a 2.7% linear growth rate was applied to SR-745. This rate was used to project data to a 2025 Opening Year and a 2035 Horizon Year. The TFMS data can be found in **Appendix D**.

The 2025 No Build volumes are illustrated in **Exhibit 4** and the 2035 No Build volumes are illustrated in **Exhibit 5**.

Exhibit 2: Existing Traffic AM & PM Peak Hour Vehicle Volumes

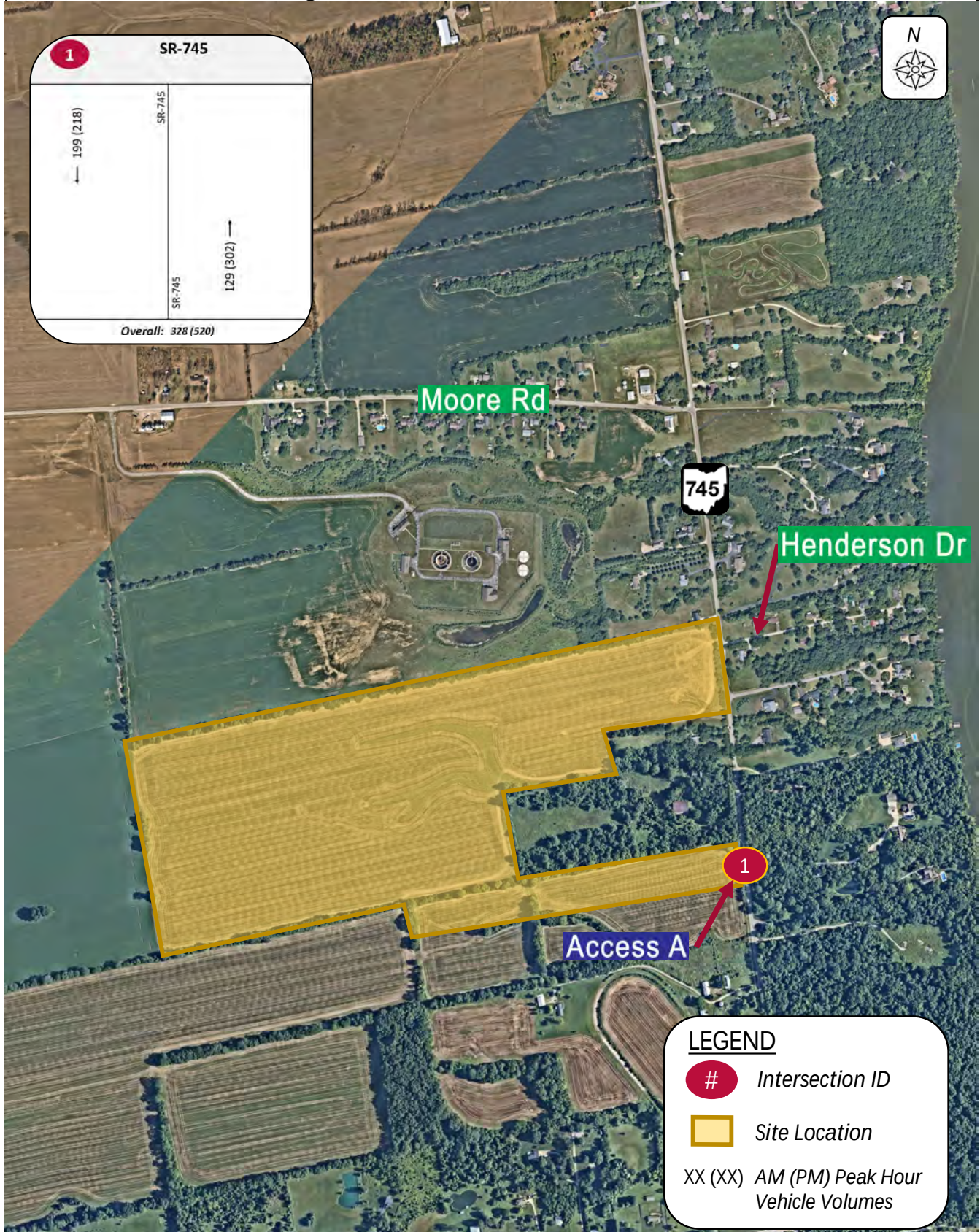


Exhibit 3: Existing Traffic With DHV AM & PM Peak Hour Vehicle Volumes

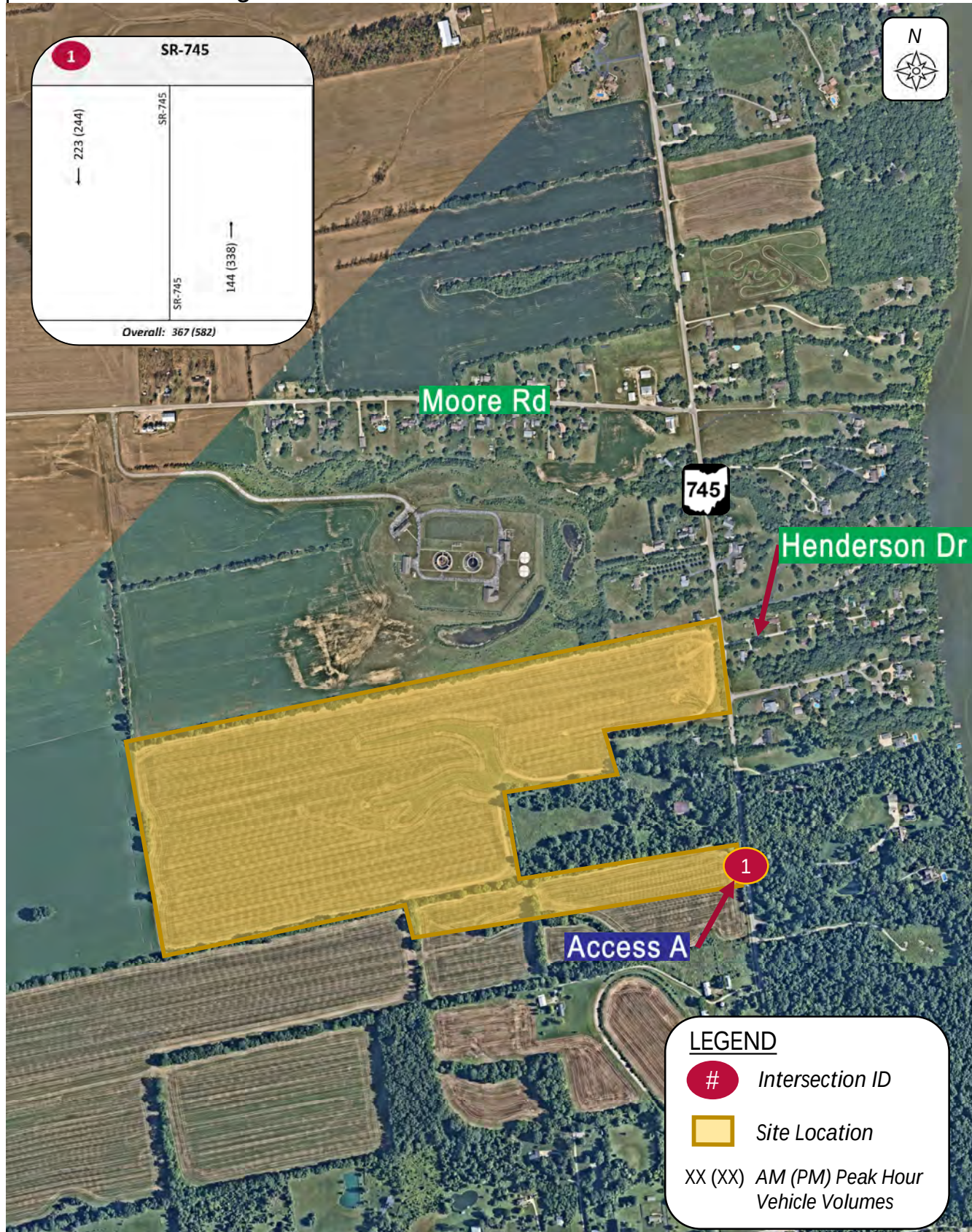


Exhibit 4: 2025 No Build AM & PM Peak Hour Vehicle Volumes

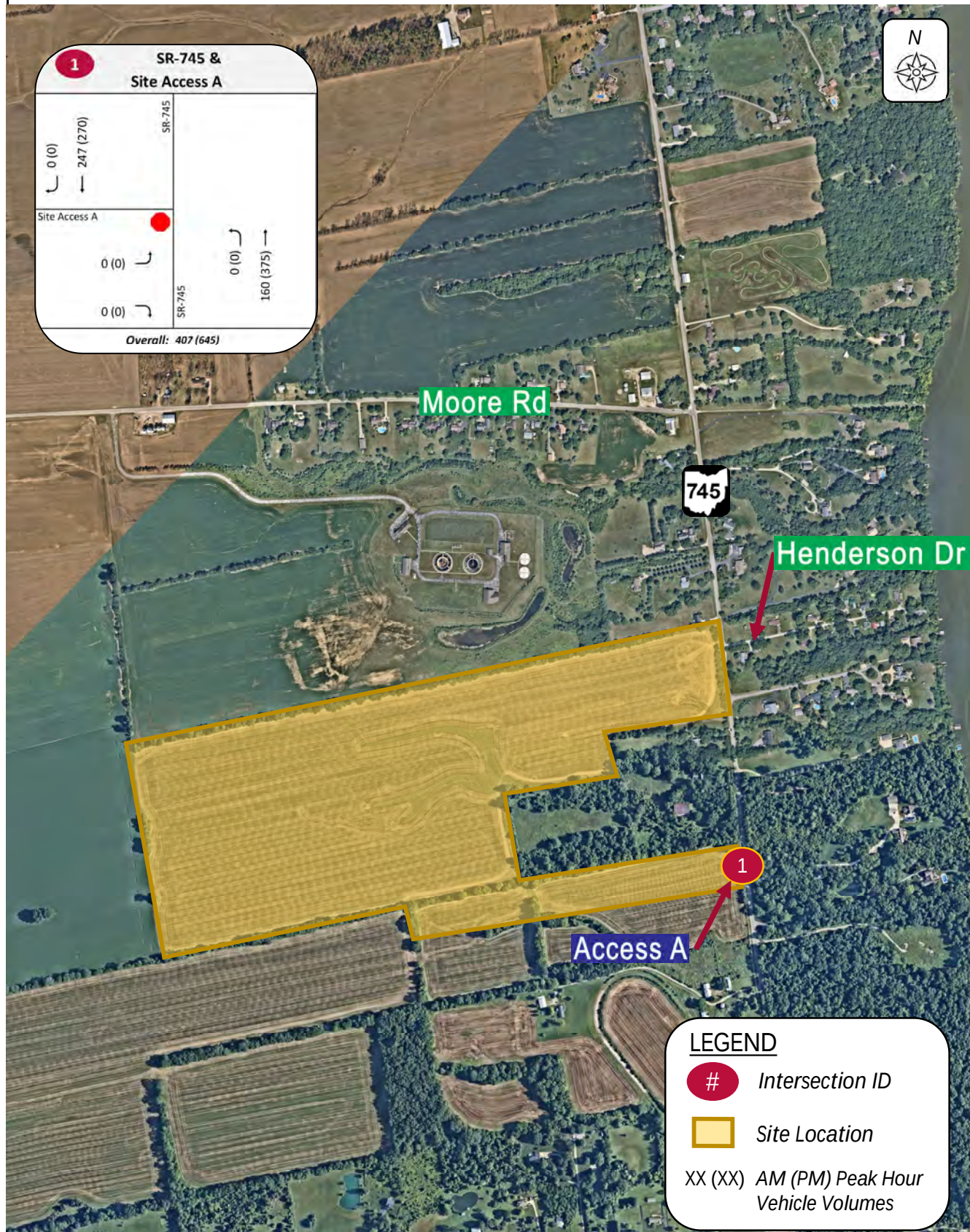
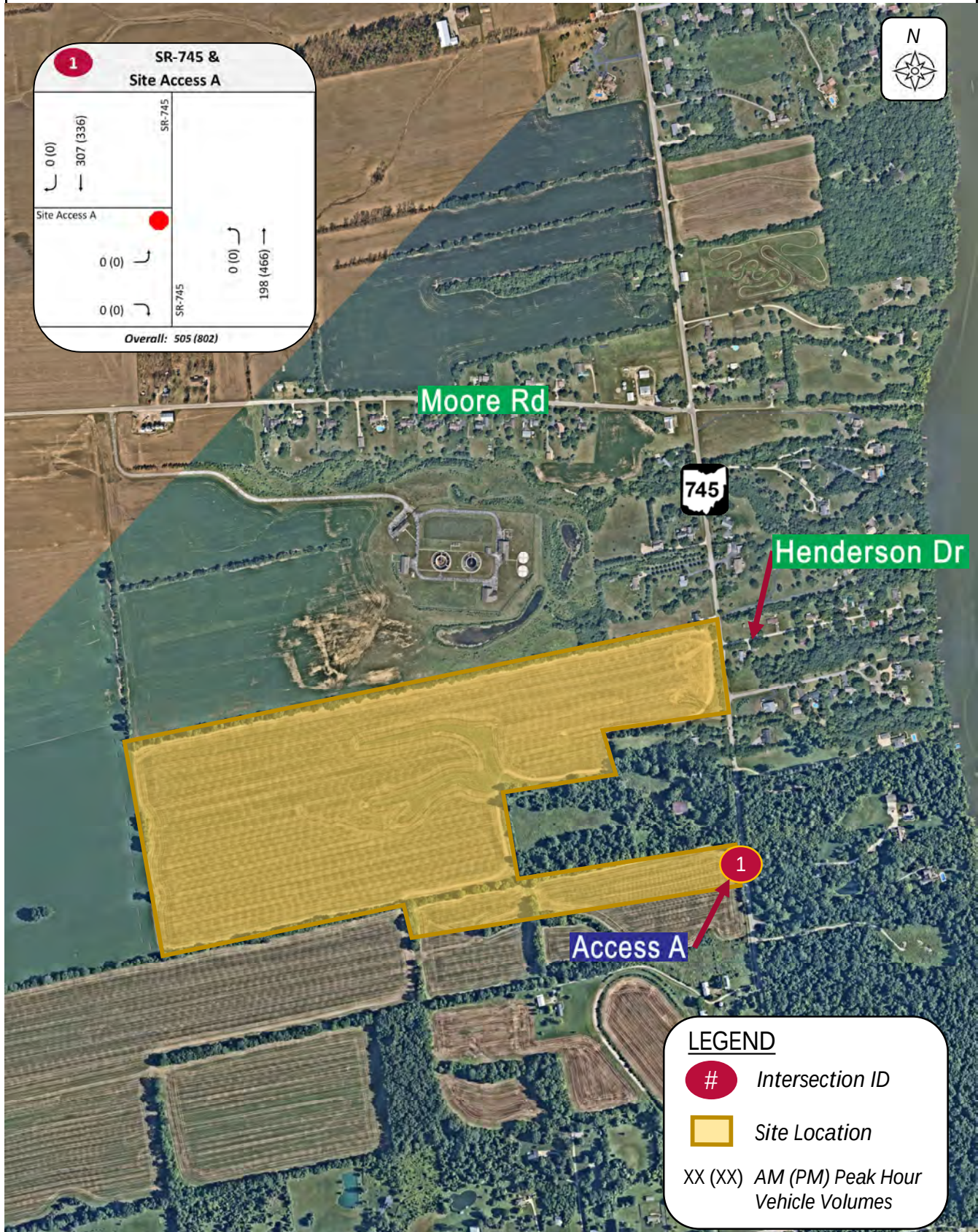


Exhibit 5: 2035 No Build AM & PM Peak Hour Vehicle Volumes



BUILD CONDITIONS

This section of the report outlines the proposed site plan and summarizes site-specific traffic characteristics.

Development Characteristics

The proposed development consists of 140 units of single-family residential homes. It is located to the west of SR-745 with a single proposed access point on SR-745 south of Henderson Drive. This access is located near the south property line. An emergency-only access is also proposed on SR-745 near the north property line. The emergency access will be blocked with a gate that will be siren-actuated to open for emergency vehicle use.

Trip Generation

To calculate trips generated by the proposed industrial development, data was referenced from the Institute of Transportation Engineers (ITE) manual titled *Trip Generation, Eleventh Edition*. Trip generation rates for the ITE Land Use Code (LUC) corresponding to the proposed use are shown in **Table 1**. Copies of the ITE data are included in **Appendix E**.

Table 1: ITE Trip Generation Data – Residential Units

ITE Land Use	Units	Weekday		
		Daily	AM Peak Hour	PM Peak Hour
Single-Family Detached Housing (210)	140	$\ln(T) = 0.92 \ln(X) + 2.68$ 50% in/50% out	$\ln(T) = 0.91 \ln(X) + 0.12$ 26% in/74% out	$\ln(T) = 0.94 \ln(X) + 0.27$ 63% in/37% out

All site generated trips are expected to be “Primary Trips” when traveling to and from the subject site. Primary trips are trips to the proposed residential site that would not normally travel on the study roadways and are considered new trips within the study area. No pass-by traffic is assumed to be generated as part of this land use. Per these assumptions, site-generated traffic projections are presented in **Table 2**.

Table 2: Proposed Site Generated Traffic Projections - Residential

ITE Land Use	Units	Vehicle Type	Daily	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total
Single-Family Detached Housing (210)	140	All	1,375	24	77	101	86	50	136

Directional Distribution

The distribution of trips entering/exiting the proposed site was determined based on the existing traffic patterns on the roadway network. Existing data shows that the traffic coming to and from the proposed site SR-745 does so predominately to/from the south. Kimley-Horn assumed 65% of the traffic would travel to/from the south on SR-745 and the remaining 35% was assumed to travel to/from the north on SR-745. Input from DECO as well as these calculations and assumptions were used to determine the distribution shown in **Table 3**.

Table 3: Estimated Trip Distribution

<i>Traveling to/from:</i>	<i>Estimated Total Trip Distribution</i>
<i>South on SR-745 Road</i>	<i>65%</i>
<i>North on SR-745 Road</i>	<i>35%</i>

Build Traffic Assignment

The Build traffic assignment represents traffic volumes at the study intersections upon construction of the proposed development. Kimley-Horn assigned traffic volumes using the distribution shown in **Table 3** to produce Build volumes for analysis. AM Peak and PM Peak hour assignments were made using the trip generation and the distribution shown above. The site traffic assignment is shown in **Exhibit 6**. The 2025 Build Vehicular Volumes are illustrated in **Exhibit 7** and the 2035 Build Vehicular Volumes are illustrated in **Exhibit 8**.

Exhibit 6: Total Site Traffic AM & PM Peak Hour Vehicle Volumes

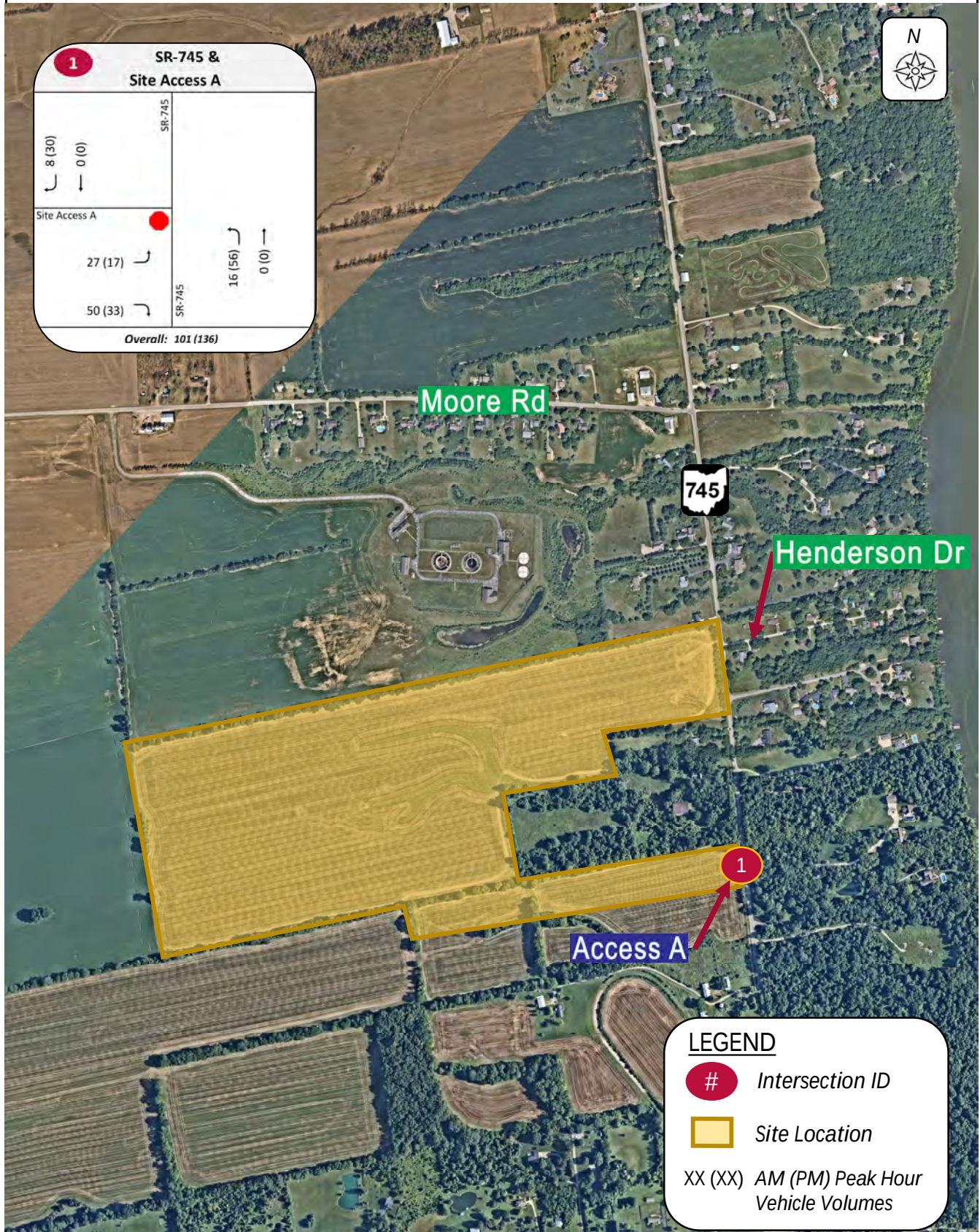


Exhibit 7: 2025 Build AM & PM Peak Hour Vehicle Volumes

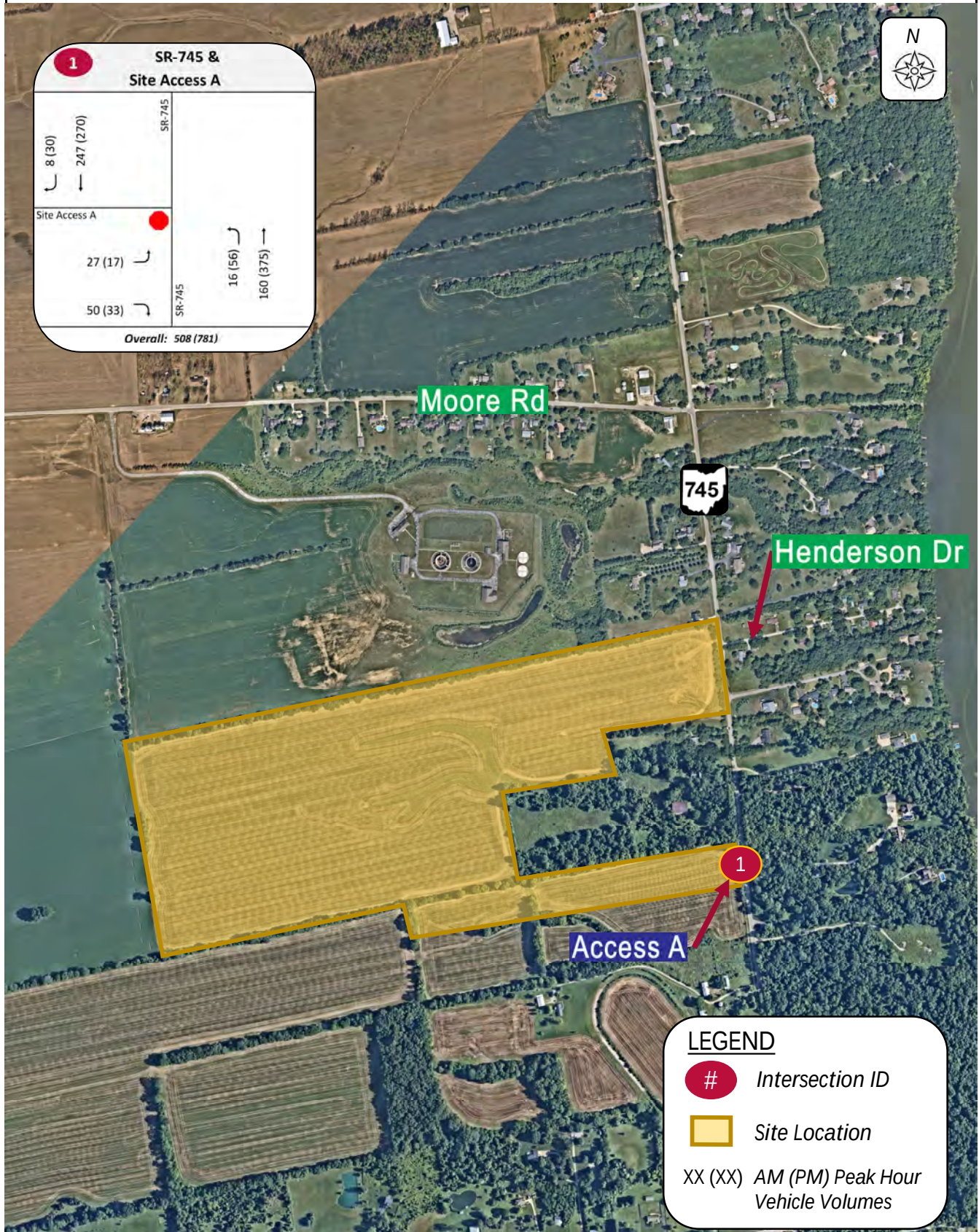
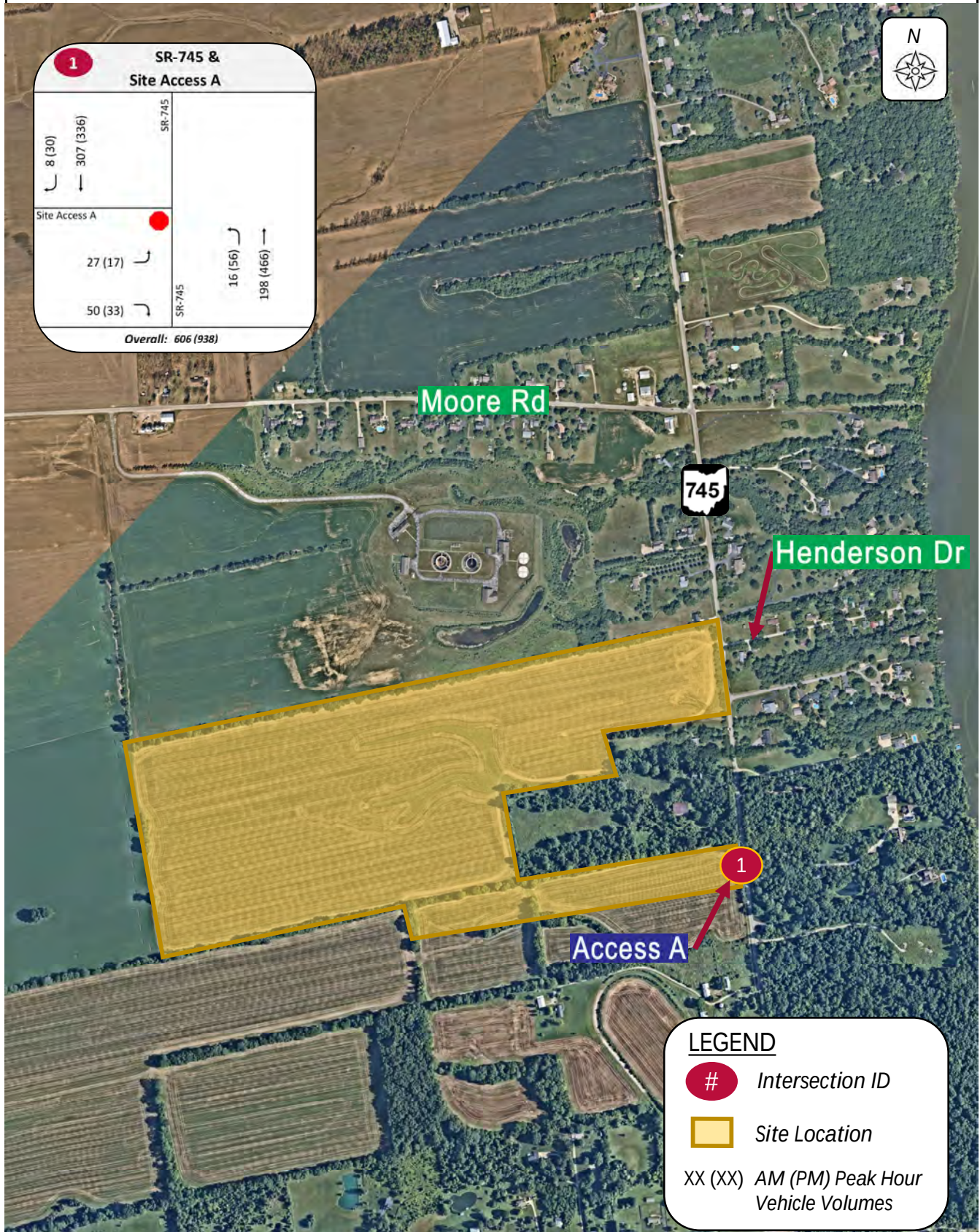


Exhibit 8: 2035 Build AM & PM Peak Hour Vehicle Volumes



ANALYSIS

This section of the report provides a summary of the traffic analyses completed for the subject site. This includes turn lane warrant analysis, capacity analysis, and intersection site distance analysis. The methodology and results of the analysis are included below.

Turn-Lane Warrant Analysis

A turn lane warrant analysis was completed at the site access point. Kimley-Horn completed a right-turn and left-turn lane warrant analysis using the guidance of Section 400 of the ODOT Location & Design Manual, Volume 1 (L&D Manual). This analysis was completed for the AM and PM peak periods of the 2025 Build and 2035 Build. Based on the results of this analysis, a northbound left-turn lane is warranted at the intersection of SR-745 and the site access. No other turn lanes are warranted at the proposed access point. The turn lane warrant graphs and turn lane length calculations are provided in **Appendix F** and **Appendix G**. See the conclusions and recommendations section below for additional discussion.

Capacity Analysis

A capacity analysis was conducted at the Site Access intersection with SR-745 to evaluate operations in the various scenarios. **Table 4** is from section 5.9 of the ODOT Analysis and Traffic Simulation (OATS) Manual, which outlines the LOS criteria for intersections. The study area is inside of the MORPC MPO boundary, therefore intersections exceeding LOS “D” do not meet operational goals as defined by the OATS Manual.

Table 4: Level of Service Grading Descriptions

Result	Inside an MPO	Outside of an MPO
Intersection LOS	D or better	C or better
Approach LOS	E or better	
Control LOS	E or better	
v/c	All movements < 1.0 with < 0.93 preferred.	
QSR	All movements < 1.0 from HCS analysis, otherwise TransModeler may be needed to determine if queuing impacts upstream intersections.	

HCS 2023 software was used to assess the capacity of the study intersections in the 2025 and 2035 Build scenarios. The intersection capacity is reported by approach during the peak hour of site generated traffic. For this analysis, an LOS D or better was considered acceptable for overall intersection results and an LOS E or better was considered acceptable for individual approaches or movements.

Table 5 summarizes the results of the capacity analysis for the study intersection under the Build conditions, both with and without the addition of a northbound left-turn lane.

Table 5: 2025 Build Capacity Analysis Results

Intersection	Without Left-Turn Lanes				With Left-Turn Lanes			
	Weekday AM Peak Hour		Weekday PM Peak Hour		Weekday AM Peak Hour		Weekday PM Peak Hour	
	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
▲ SR-745 / Access A								
Eastbound	11.5	B	12.7	B	11.5	B	12.6	B
Northbound (Left)	7.9	A	8	A	7.9	A	8	A

▲ – Minor-Leg Stop-Controlled Intersection

Table 6: 2035 Build Capacity Analysis Results

Intersection	Without Left-Turn Lanes				With Left-Turn Lanes			
	Weekday AM Peak Hour		Weekday PM Peak Hour		Weekday AM Peak Hour		Weekday PM Peak Hour	
	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS
▲ SR-745 / Access A								
Eastbound	12.5	B	14.3	B	12.5	B	14.2	B
Northbound (Left)	8.1	A	8.2	A	8.1	A	8.2	A

▲ – Minor-Leg Stop-Controlled Intersection

Based on the results of the capacity analysis, the SR-745 and Site Access intersection is anticipated to operate under acceptable conditions under all scenarios. The HCS capacity analysis reports are included in **Appendix H**.

Intersection Sight Distance Analysis

A sight distance exhibit was prepared for proposed access point. This exhibit was completed using the ODOT L&D Manual, Section 200. A design speed of 60 miles per hour was utilized for both the eastbound right-turn movement at Access A and the eastbound left-turn at Access A. There are no anticipated sight distance concerns for the sight access, and the sight distance exhibit is included in **Appendix I**. Additional discussion is provided in the Conclusions section.

CONCLUSIONS

Kimley-Horn completed a traffic analysis for a proposed single-family site located west of SR-745 in Delaware County, Ohio. The site is proposed to consist of 140 single-family residences with a full access point south of Henderson Drive.

The results of the study and recommendations are as follows.

- A turn lane warrant analysis was completed using standard ODOT turn lane warrant graphs. Based on the results of this analysis, a northbound left-turn lane is warranted at SR-745 and Site Access intersection. It is recommended that the northbound turn lane be 285 feet including a 50-foot taper. No additional turn lanes are warranted at the subject site.
- Capacity analysis was completed using HCS 2023 software and shows that the intersection is anticipated to operate under acceptable conditions in all scenarios.
- An intersection site distance analysis was completed for the proposed site access, and it is anticipated that the access point will meet sight distance requirements. It is recommended that trees and vegetation that may impact sight distance is cleared or trimmed to facilitate adequate sight lines.

Based on an evaluation of traffic conditions at the study intersection, the addition of site-generated traffic is not expected to significantly impact existing traffic operations. All approaches are anticipated to operate at a LOS of B or better during the Build condition. No improvements are recommended at the study intersection in addition to the northbound left turn lane.

APPENDIX

A – Conceptual Site Plan

B – Memorandum of Understanding (MOU)

C – Traffic Count Data from ODOT Transportation Information Mapping System

D – ODOT Traffic Forecast Management System (TFMS)

E – Data from ITE Trip Generation, 11th Edition

F – Turn Lane Warrant Charts

G – Turn Lane Length Calculations

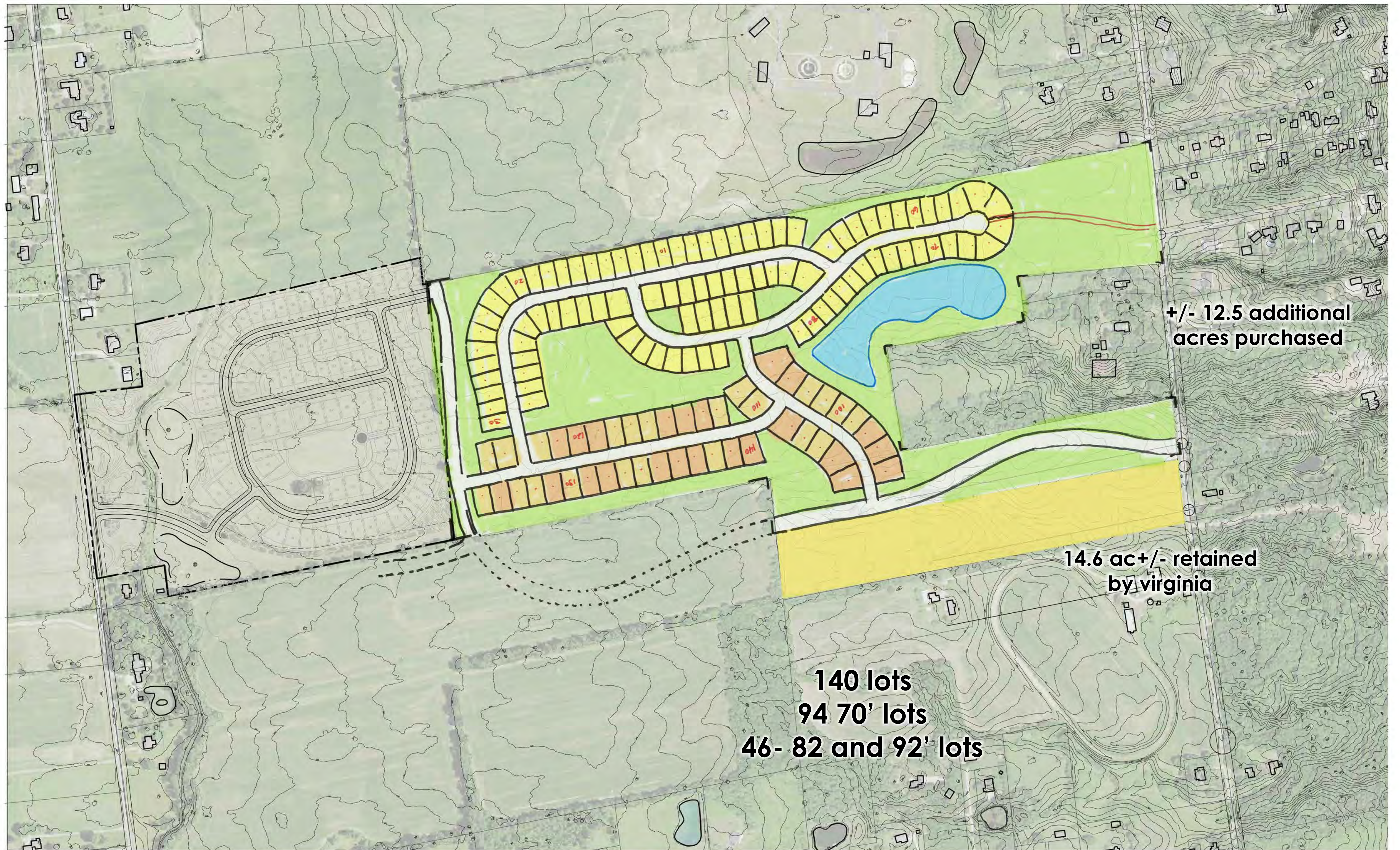
H – HCS Capacity Analysis Reports

I – Sight Distance Exhibits

APPENDIX

A.

Conceptual Site Plan



**+/- 12.5 additional
acres purchased**

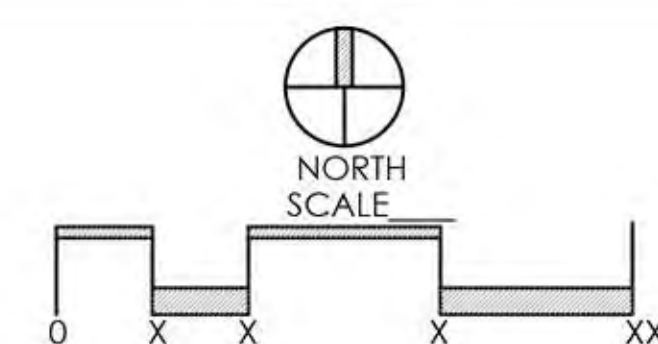
**14.6 ac +/- retained
by virginia**

**140 lots
94 70' lots
46- 82 and 92' lots**

CONCEPT PLAN B

FARNEMAN PROPERTY

PREPARED FOR KIRAN BASIREDDY
DATE: 10.27.23



Faris Planning & Design

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

APPENDIX

B.

Memorandum of Understanding (MOU)

MEMORANDUM

To: Mike Love, PE, Delaware County Engineer's Office (DCEO)
Jessica Ormeroid, PE, Ohio Department of Transportation (ODOT) District 6

From: Nick Brady, PE, Kimley-Horn

Date: November 17, 2023

Subject: Farneman Property - MOU

The purpose of this memo is to formalize the requirements of the Traffic Access Study for the Farneman Property Development located in Delaware County, Ohio. This document summarizes the scope of study discussed in a call on September 18th, 2023. The residential site is proposed to be constructed west of SR-745, just south of Moore Road and is shown in the conceptual plan below. The proposed site is anticipated to include a 140 single family homes with a single access point on SR-745.



Study Intersections

The study intersection for the proposed development will include the intersection of SR-745 (Dublin Road) and Buechel Drive/Access Drive.

Traffic Counts

A 24-hour weekday midweek turning movement count will be collected via MioVision traffic cameras at the at the SR-745 (Dublin Road) and Buechel Drive intersection. These counts will be used to establish AM peak hour and PM peak hour volumes for use in the analysis.

Traffic Volumes

Trip generation estimates will be based on the Institute of Transportation Engineers (ITE), *Trip Generation – 11th Edition*. The trip estimates will be prepared for the AM and PM peak-hour using the ITE best fit equations for LUC 210 (Single-Family Detached Housing). The table below is a summary of the trip generation projections for the proposed development.

Table 1: ITE Trip Generation Data – Residential Units

ITE Land Use	Units	Weekday		
		Daily	AM Peak Hour	PM Peak Hour
Single-Family Detached Housing (210)	140	$\ln(T) = 0.92 \ln(X) + 2.68$ 50% in/50% out	$\ln(T) = 0.91 \ln(X) + 0.12$ 26% in/74% out	$\ln(T) = 0.94 \ln(X) + 0.27$ 63% in/37% out

For this study, all site generated trips are expected to be “Primary Trips” when traveling to and from the subject site. Per this assumption, the anticipated site generated traffic volumes are shown in **Table 2**.

Table 2: Proposed Site Generated Traffic Projections – Residential

ITE Land Use	Units	Vehicle Type	Daily	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total
Single-Family Detached Housing (210)	140	All	1,320	24	77	101	86	50	136

ODOT’s Traffic Forecast Management System (TFMS) will be utilized to provide growth rates for the study area roadways. For this project it is assumed that the opening year is 2025 and the horizon year is 2035. Based on the TFMS data, a linear growth rate of 2.7% is proposed to project existing count data to the study years.

Analysis will be completed for the following AM & PM peak hour scenarios: 2025 No Build, 2025 Build, 2035 No Build, and 2035 Build. **Table 3** is from section 5.9 of the *ODOT Analysis and Traffic Simulation (OATS) Manual*, which outlines the LOS criteria for intersections. The study area is inside of the MORPC MPO boundary, therefore intersections exceeding LOS “D” do not meet operational goals as defined by the OATS Manual.

Table 3: Operational Goals of Intersections

Result	Inside an MPO	Outside of an MPO
Intersection LOS	D or better	C or better
Approach LOS	E or better	
Control LOS	E or better	
v/c	All movements < 1.0 with < 0.93 preferred.	
QSR	All movements < 1.0 from HCS analysis, otherwise TransModeler may be needed to determine if queuing impacts upstream intersections.	

v/c = Volume-to-capacity ratio, QSR = Queue-Storage ratio

Analysis

The study intersections will be evaluated for level-of-service (LOS) and the need for turn lanes for each study scenario. Capacity analysis will be completed using HCS 2023 software at the following intersections:

- SR-745 (Dublin Road) and Buechel Drive/Access Drive

Turn lane warrants will be completed per the guidance of Section 400 of the ODOT *Location & Design Manual, Volume 1* (L&D) and criteria outlined in the Delaware County Engineer's Office *Standards Manual*, Appendix I. If a turn lane is warranted, it is understood that an opposing southbound left turn lane would also be required to be installed. Site distance exhibits will be prepared for the Access Drive at SR-745 (Dublin Road) and Buechel Drive. These exhibits will be prepared using the ODOT L&D Manual, Section 200. The analysis results and recommendations will be documented in a summary report.

If you have any questions, need additional information, or would like to modify these study requirements, please contact me (Nick.Brady@kimley-horn.com). If you concur with the information provided in this memorandum of understanding, please sign, and forward a copy for our records, or provide an email indicating your acceptance.

Nick Brady, PE
Kimley-Horn

Jessica Ormeroid, PE
ODOT, District 6

Mike Love, PE
DCEO

Cc: Mike Reeves, PE - Kimley-Horn

Attachments: Conceptual Site Plan, TFMS Print Out

APPENDIX

C.

Traffic Count Data from ODOT Transportation Information Mapping System

Location Info					
Location ID	8421_NB				
Type	I-SECTION				
Functional Class	4				
Located On	SR-745				
	SR745 S OF C124 HOME RD, NW OF POWELL				
Direction	NB				
Community	NW OF POWELL				
MPO_ID					
HPMS ID					
Agency	Ohio Department of Transportation				
Interval: 15 mins					
Time	15 Min				Hourly Count
	1st	2nd	3rd	4th	
00:00 - 01:00	2	4	1	1	8
01:00 - 02:00	0	1	1	0	2
02:00 - 03:00	1	3	1	0	5
03:00 - 04:00	0	0	0	1	1
04:00 - 05:00	0	0	0	0	0
05:00 - 06:00	3	1	4	1	9
06:00 - 07:00	4	8	9	18	39
07:00 - 08:00	20	22	19	35	96
08:00 - 09:00	34	24	36	35	129
09:00 - 10:00	27	32	38	30	127
10:00 - 11:00	38	31	35	31	135
11:00 - 12:00	30	40	44	32	146
12:00 - 13:00	34	35	43	39	151
13:00 - 14:00	35	44	30	42	151
14:00 - 15:00	36	37	40	37	150
15:00 - 16:00	46	50	43	66	205
16:00 - 17:00	48	73	53	73	247
17:00 - 18:00	87	73	69	50	279
18:00 - 19:00	57	62	44	34	197
19:00 - 20:00	39	34	23	26	122
20:00 - 21:00	20	22	17	27	86
21:00 - 22:00	28	24	10	5	67
22:00 - 23:00	13	8	8	6	35
23:00 - 24:00	4	2	2	4	12
TOTAL					2399

Count Data Info	
Start Date	8/5/2021
End Date	8/6/2021
Start Time	12:00 AM
End Time	12:00 AM
Direction	
Notes	odot
Count Source	84211050
File Name	8421_vol.prn
Weather	
Study	
Owner	southerntraffic
QC Status	Accepted

Location Info					
Location ID	8421_SB				
Type	I-SECTION				
Functional Class	4				
Located On	SR-745				
	SR745 S OF C124 HOME RD, NW OF POWELL				
Direction	SB				
Community	NW OF POWELL				
MPO_ID					
HPMS ID					
Agency	Ohio Department of Transportation				
Interval: 15 mins					
Time	15 Min				Hourly Count
	1st	2nd	3rd	4th	
00:00 - 01:00	4	1	1	1	7
01:00 - 02:00	2	0	1	0	3
02:00 - 03:00	0	0	0	0	0
03:00 - 04:00	1	0	0	0	1
04:00 - 05:00	0	2	0	2	4
05:00 - 06:00	2	9	11	4	26
06:00 - 07:00	5	17	25	29	76
07:00 - 08:00	43	42	63	54	202
08:00 - 09:00	47	47	45	60	199
09:00 - 10:00	41	40	29	35	145
10:00 - 11:00	37	32	32	36	137
11:00 - 12:00	29	45	37	29	140
12:00 - 13:00	33	35	44	32	144
13:00 - 14:00	36	26	34	28	124
14:00 - 15:00	37	41	35	27	140
15:00 - 16:00	30	41	42	31	144
16:00 - 17:00	44	55	46	56	201
17:00 - 18:00	48	53	61	40	202
18:00 - 19:00	48	31	26	35	140
19:00 - 20:00	27	27	27	24	105
20:00 - 21:00	22	20	29	30	101
21:00 - 22:00	23	26	13	4	66
22:00 - 23:00	8	4	4	5	21
23:00 - 24:00	9	6	5	5	25
TOTAL					2353

Count Data Info	
Start Date	8/5/2021
End Date	8/6/2021
Start Time	12:00 AM
End Time	12:00 AM
Direction	
Notes	odot
Count Source	84211050
File Name	8421_vol.prn
Weather	
Study	
Owner	southerntraffic
QC Status	Accepted

Location Info					
Location ID	8421				
Type	I-SECTION				
Functional Class	4				
Located On	SR-745				
	SR745 S OF C124 HOME RD, NW OF POWELL				
Direction	2-WAY				
Community	NW OF POWELL				
MPO_ID					
HPMS ID					
Agency	Ohio Department of Transportation				
Interval: 15 mins					
Time	15 Min				Hourly Count
	1st	2nd	3rd	4th	
00:00 - 01:00	6	5	2	2	15
01:00 - 02:00	2	1	2	0	5
02:00 - 03:00	1	3	1	0	5
03:00 - 04:00	1	0	0	1	2
04:00 - 05:00	0	2	0	2	4
05:00 - 06:00	5	10	15	5	35
06:00 - 07:00	9	25	34	47	115
07:00 - 08:00	63	64	82	89	298
08:00 - 09:00	81	71	81	95	328
09:00 - 10:00	68	72	67	65	272
10:00 - 11:00	75	63	67	67	272
11:00 - 12:00	59	85	81	61	286
12:00 - 13:00	67	70	87	71	295
13:00 - 14:00	71	70	64	70	275
14:00 - 15:00	73	78	75	64	290
15:00 - 16:00	76	91	85	97	349
16:00 - 17:00	92	128	99	129	448
17:00 - 18:00	135	126	130	90	481
18:00 - 19:00	105	93	70	69	337
19:00 - 20:00	66	61	50	50	227
20:00 - 21:00	42	42	46	57	187
21:00 - 22:00	51	50	23	9	133
22:00 - 23:00	21	12	12	11	56
23:00 - 24:00	13	8	7	9	37
TOTAL					4752

Count Data Info	
Start Date	8/5/2021
End Date	8/6/2021
Start Time	12:00 AM
End Time	12:00 AM
Direction	
Notes	odot
Count Source	84211050
File Name	
Weather	
Study	
Owner	southerntraffic
QC Status	Accepted

APPENDIX

D.

ODOT Traffic Forecasting Management System (TFMS)



TFMS - Segment Forecast Report

Username	Email	Script Import Date	Script Version	Model Version
Jacob.Campbell	Jacob.Campbell@kimley-horn.com	4/14/2020 5:30:19 PM	2020.001	2023.1900

Forecast Summary

Project ID	Project Name	Opening Year	Design Year
	Farneman	2025	2035

Project Description

DCEO Access Study

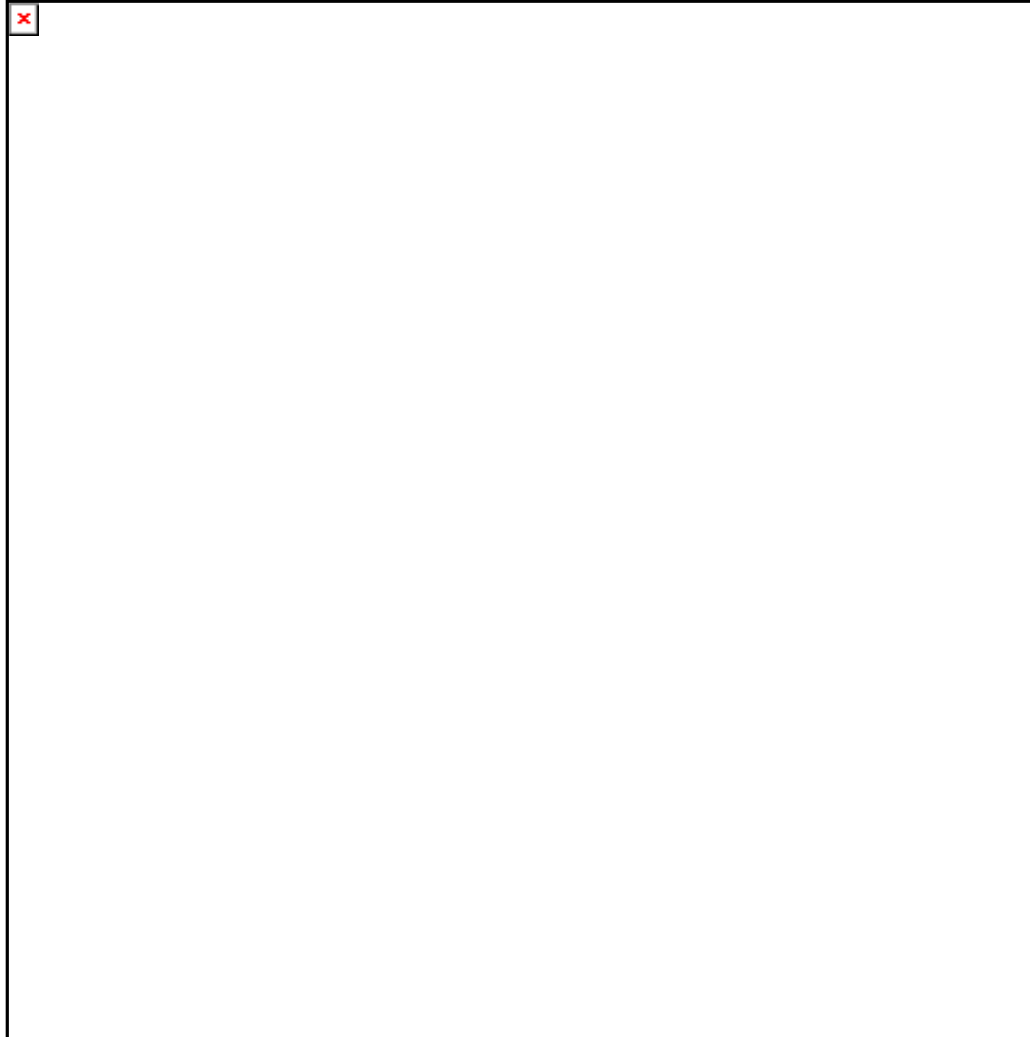
*Users of this data need to be aware that there are limitations to the forecasts generated by this product that make it suitable only for roadway design projects which are low risk.

Segment Information

Segment ID	LRS ID	BMP	EMP	Length	Latitude	Longitude
1833509	SDELSR00745**C	3.970	5.424	1.454	-83.1471131017338	40.2065416324816
1833510	SDELSR00745**C	5.424	7.003	1.579	-83.1509433531063	40.2283128023978

Forecast Information

Segment ID	2025 AADT	2035 AADT	DHV-30	K%	D%	T24%	TD%
1833509	4,500	5,500	800	14.4	58.0	5	3
1833510	3,000	3,700	550	14.8	65.5	3	1



Definitions:

- o AADT – Annual Average Daily Traffic
- o DHV30 – Design Hour Volume for 30th highest hour of the year
- o DHV30 – $K * AADT$
- o K % – Design Hour Factor
- o D % – Peak Direction Factor
- o T24 % – Percent Daily Trucks
- o TD % – Percent Design Hour Trucks

Forecast Segment ID	Route	BMP	EMP
1833509	SDELSR00745**C	3.970	5.424

Forecast

Year	K%	T24 % (Existing)	PA AADT	PA Method	PA Growth Rate %	PA Calculated Rate %
2050	◆ 14.4	5	6,600	Model	2.400	2.400
AADT	D%	TD % (Existing)	BC AADT	BC Method	BC Growth Rate %	BC Calculated Rate %
6,970	◆ 58.0	3	370	Average	2.300	2.300

◆ K/D factors from TCDS were used.

Regression

Method Number	PA AADT	BC AADT	AADT
4	1,275	495	1,770

95% Confidence Min/Max

PA Min	PA Max	BC Min	BC Max	Year
-3836	8057	-293	692	2050

Method Number	PA Growth %	BC Growth %	PA Drop Count	BC Drop Count	PA AADT	BC AADT	PA Adjustment	PA Adjustment
1	-0.20	-0.91	0	0	4,348	111	3,740	167
2	-0.93	3.67	5	1	3,181	438	2,930	454
3	-1.47	3.67	0	0	2,738	438	2,329	454
4	-2.42	4.32	5	5	1,273	495	1,275	495
5	-1.84	3.89	0	0	2,297	453	1,924	468
6	-2.67	4.46	5	5	972	505	996	504

Adjustment Info

ID	Adjustment Methods Name	Model vs Count AADT	Adjusted AADT	Model vs Count BC	Adjusted BC	PA Growth Rate %	BC Growth Rate %
1	DIF	-2,787	7,241	-293	258	2.73	0.54
2	RAT	0.60	6,017	0.43	239	1.64	0.24
3	MRAT	1.44	6,390	1.06	240	1.98	0.26
4	RAF		6,815		249	2.35	0.40
Adjust Method AADT		Adjust Method BC		Selected PA Growth Rate %		Selected BC Growth Rate %	
Average		Model Ratio		2.400		0.300	

Method 1 - 4 Volume

PA Min Volume	PA Max Volume	BC Min Volume	BC Max Volume	Total Min Volume	Total MaxVolume
5778	6983	239	258	6017	7241

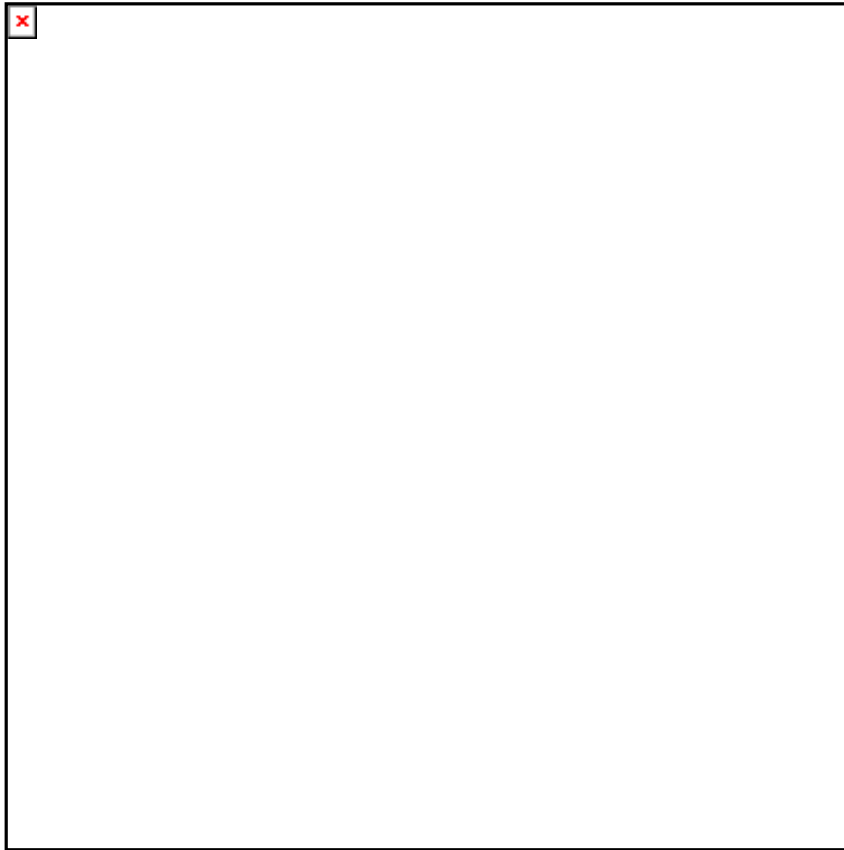
Process Flag: Adjusted model to counts with process per ODOT 255 spreadsheet

Comment: No Comment

Historical Count

Year	All	Cars	Trucks
2008	4,540	4,260	280
2012	4,960	4,830	130
2013	5,067	4,934	133
2016	4,664	4,496	167
2019	5,401	5,245	156
* 2022	4,182	3,958	224

* Pivot Point



Segment ID	LRS ID	BMP	EMP	Length	Yr 2025 AADT	Yr 2035 AADT	DHV30	K %	D %	T24 %	TD %
1833509	SDELSR00745**C	3.970	5.424	1.454	4,500	5,500	800	14.4	58.0	5	3

Forecast Segment ID	Route	BMP	EMP
1833510	SDELSR00745**C	5.424	7.003

Forecast

Year	K%	T24 % (Existing)	PA AADT	PA Method	PA Growth Rate %	PA Calculated Rate %
2050	◆ 14.8	3	4,700	Model	2.700	2,700
AADT	D%	TD % (Existing)	BC AADT	BC Method	BC Growth Rate %	BC Calculated Rate %
4,840	◆ 65.5	2	140	Average	1.700	1,700

◆ K/D factors from TCDS were used.

Regression

Method Number	PA AADT	BC AADT	AADT
2	2,189	176	2,365

95% Confidence Min/Max

PA Min	PA Max	BC Min	BC Max	Year
-854	5741	-237	612	2050

Method Number	PA Growth %	BC Growth %	PA Drop Count	BC Drop Count	PA AADT	BC AADT	PA Adjustment	PA Adjustment
1	-0.14	3.57	0	0	2,813	209	2,584	190
2	-0.67	3.05	5	4	2,244	182	2,189	176
3	-0.70	5.23	0	0	2,337	260	2,167	234
4	-1.36	5.64	5	4	1,641	260	1,666	245
5	-0.91	3.08	0	0	2,160	198	2,004	177
6	-1.50	5.38	5	4	1,530	252	1,564	238

Adjustment Info

ID	Adjustment Methods Name	Model vs Count AADT	Adjusted AADT	Model vs Count BC	Adjusted BC	PA Growth Rate %	BC Growth Rate %
1	DIF	-3,036	5,873	-424	132	4.05	1.39
2	RAT	0.48	4,263	0.18	102	1.95	0.26
3	MRAT	1.53	4,821	1.07	104	2.69	0.34
4	RAF		5,347		118	3.37	0.86
Adjust Method AADT		Adjust Method BC		Selected PA Growth Rate %		Selected BC Growth Rate %	
Model Ratio		Model Ratio		2.700		0.300	

Method 1 - 4 Volume

PA Min Volume	PA Max Volume	BC Min Volume	BC Max Volume	Total Min Volume	Total MaxVolume
4161	5741	102	132	4263	5873

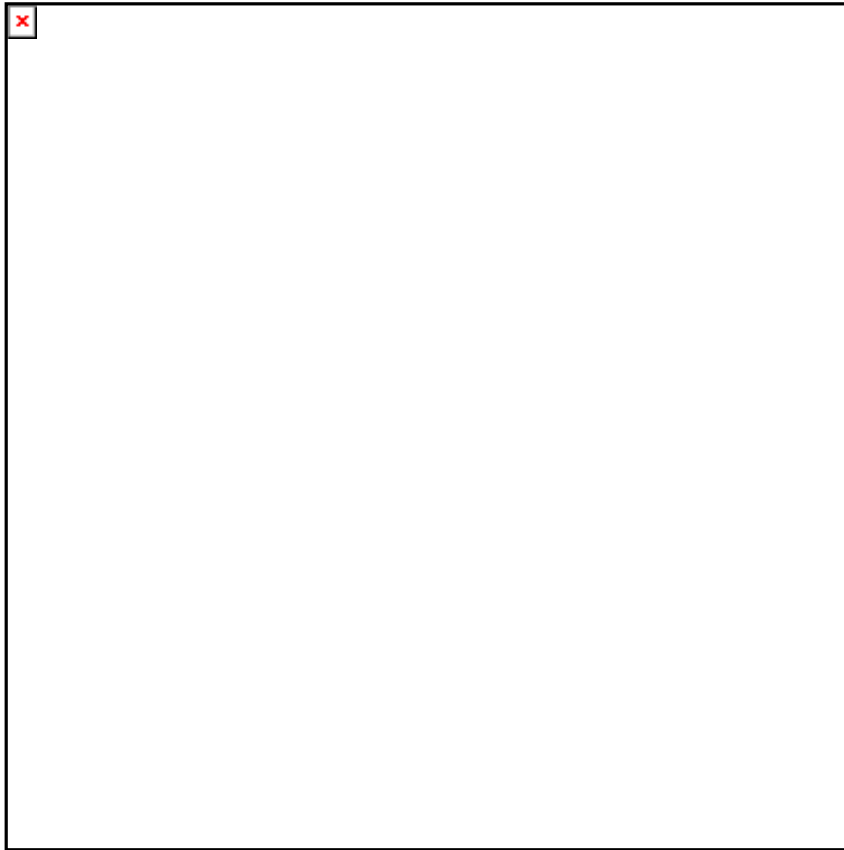
Process Flag: Adjusted model to counts with process per ODOT 255 spreadsheet

Comment: No Comment

Historical Count

Year	All	Cars	Trucks
2008	2,930	2,850	80
2012	3,054	3,000	54
2013	3,143	3,087	56
2016	2,942	2,798	143
2019	3,366	3,251	115
* 2022	2,786	2,691	95

* Pivot Point



Segment ID	LRS ID	BMP	EMP	Length	Yr 2025 AADT	Yr 2035 AADT	DHV30	K %	D %	T24 %	TD %
1833510	SDELSR00745**C	5.424	7.003	1.579	3,000	3,700	550	14.8	65.5	3	1

APPENDIX

E.

Data from ITE Trip Generation 11th Edition

Land Use: 210

Single-Family Detached Housing

Description

A single-family detached housing site includes any single-family detached home on an individual lot. A typical site surveyed is a suburban subdivision.

Specialized Land Use

Data have been submitted for several single-family detached housing developments with homes that are commonly referred to as patio homes. A patio home is a detached housing unit that is located on a small lot with little (or no) front or back yard. In some subdivisions, communal maintenance of outside grounds is provided for the patio homes. The three patio home sites total 299 dwelling units with overall weighted average trip generation rates of 5.35 vehicle trips per dwelling unit for weekday, 0.26 for the AM adjacent street peak hour, and 0.47 for the PM adjacent street peak hour. These patio home rates based on a small sample of sites are lower than those for single-family detached housing (Land Use 210), lower than those for single-family attached housing (Land Use 251), and higher than those for senior adult housing -- single-family (Land Use 251). Further analysis of this housing type will be conducted in a future edition of *Trip Generation Manual*.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

For 30 of the study sites, data on the number of residents and number of household vehicles are available. The overall averages for the 30 sites are 3.6 residents per dwelling unit and 1.5 vehicles per dwelling unit.

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Arizona, California, Connecticut, Delaware, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Minnesota, Montana, New Jersey, North Carolina, Ohio, Ontario (CAN), Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Vermont, Virginia, and West Virginia.

Source Numbers

100, 105, 114, 126, 157, 167, 177, 197, 207, 211, 217, 267, 275, 293, 300, 319, 320, 356, 357, 367, 384, 387, 407, 435, 522, 550, 552, 579, 598, 601, 603, 614, 637, 711, 716, 720, 728, 735, 868, 869, 903, 925, 936, 1005, 1007, 1008, 1010, 1033, 1066, 1077, 1078, 1079

Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 174

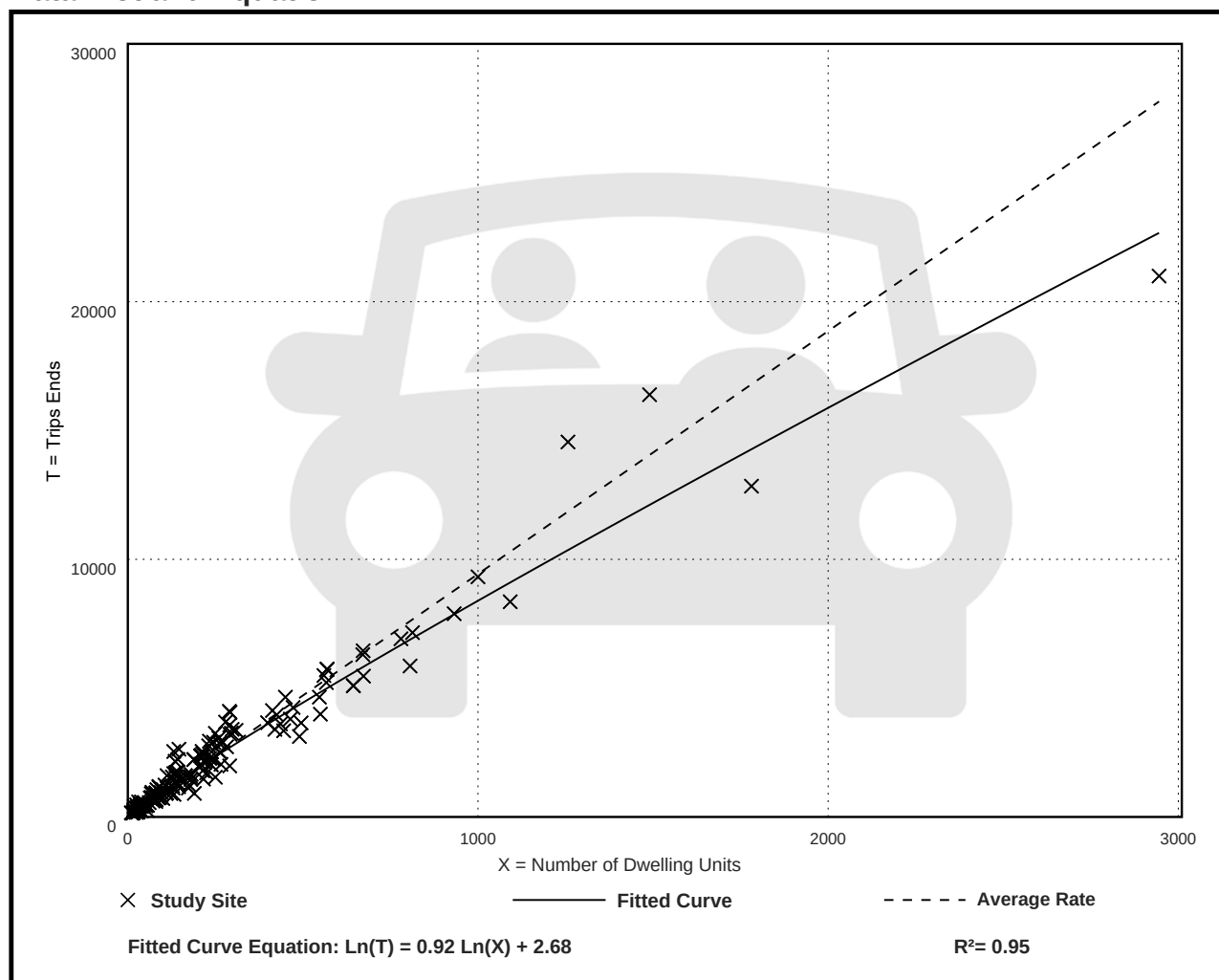
Avg. Num. of Dwelling Units: 246

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.43	4.45 - 22.61	2.13

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 192

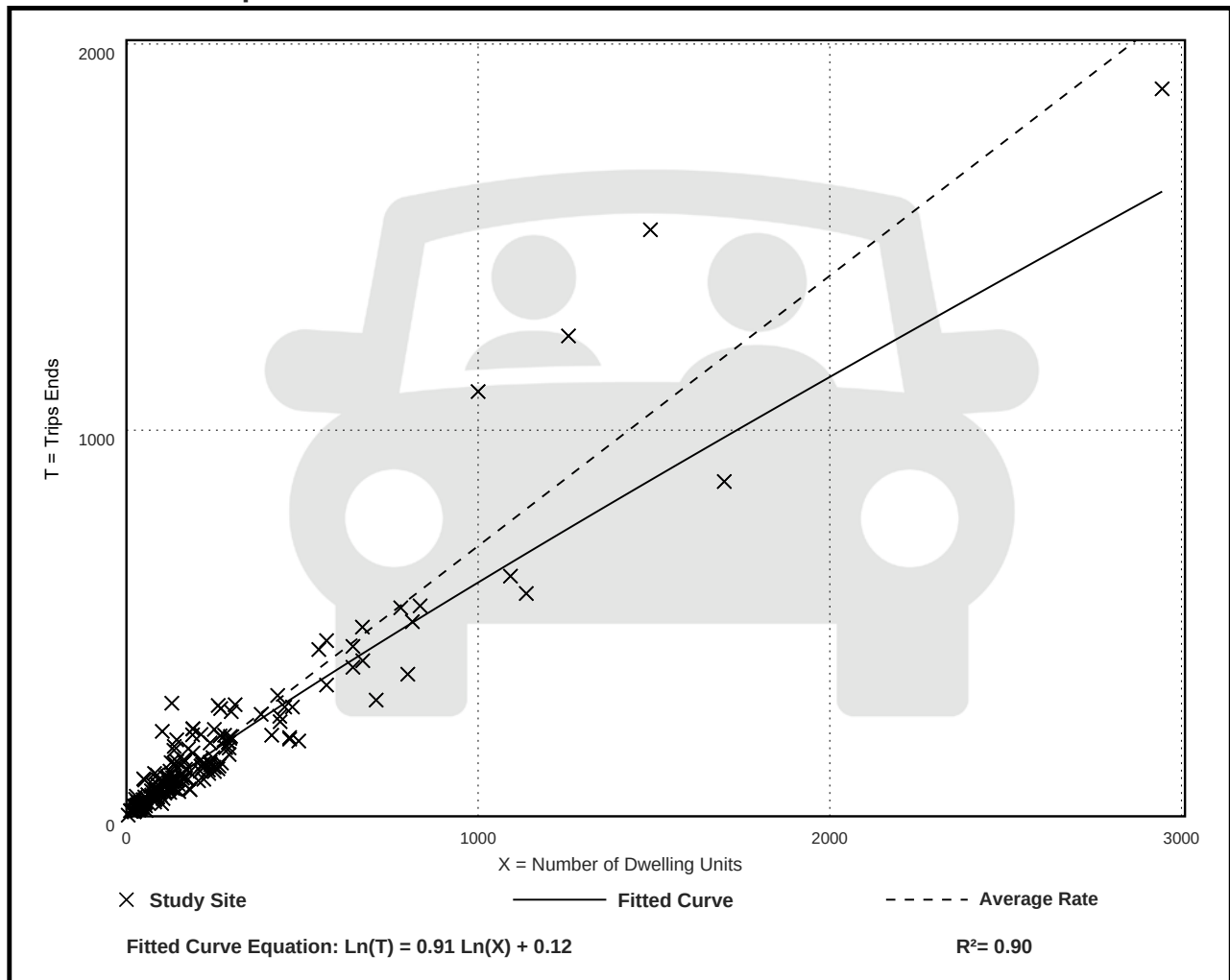
Avg. Num. of Dwelling Units: 226

Directional Distribution: 26% entering, 74% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.70	0.27 - 2.27	0.24

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 208

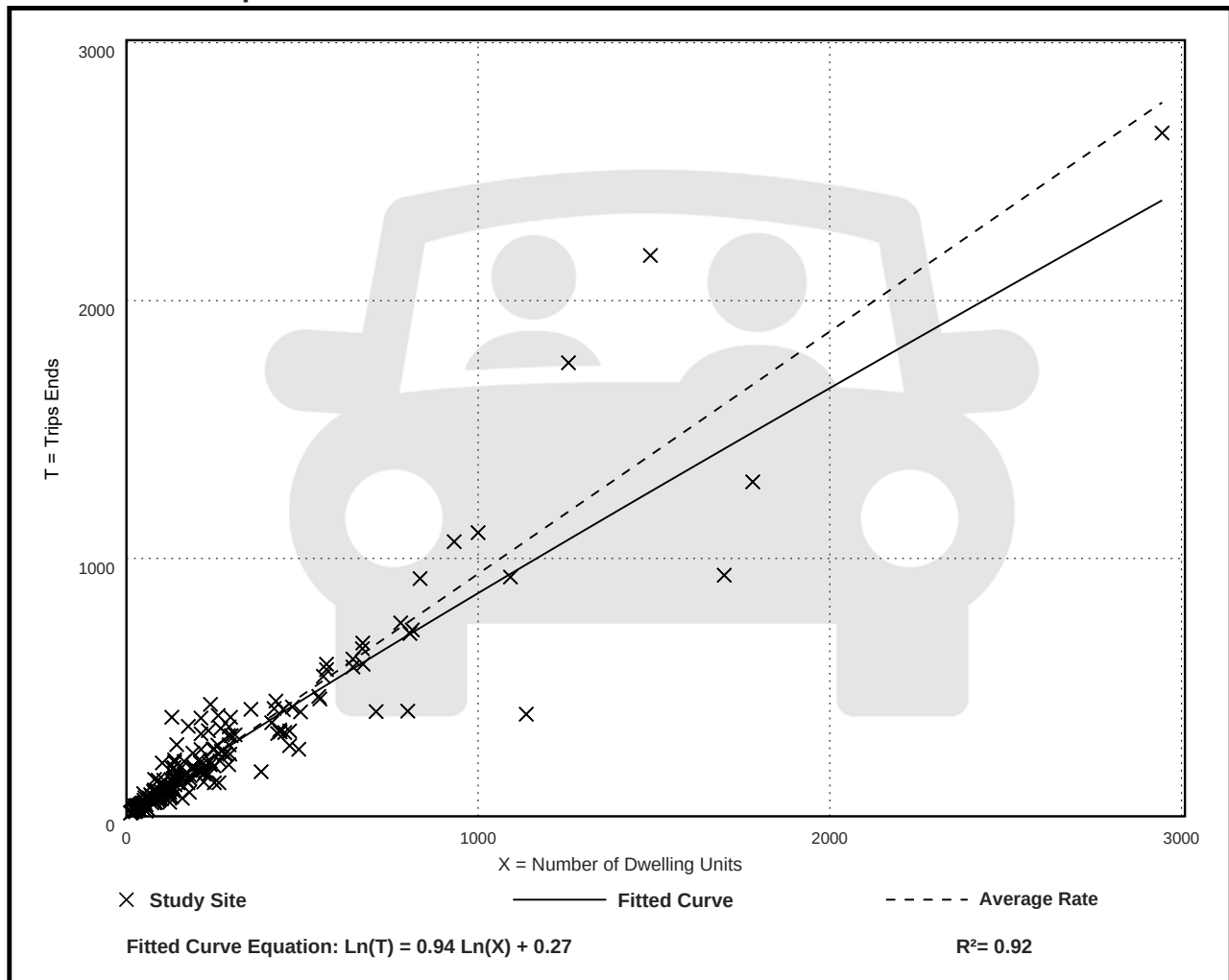
Avg. Num. of Dwelling Units: 248

Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.94	0.35 - 2.98	0.31

Data Plot and Equation



APPENDIX

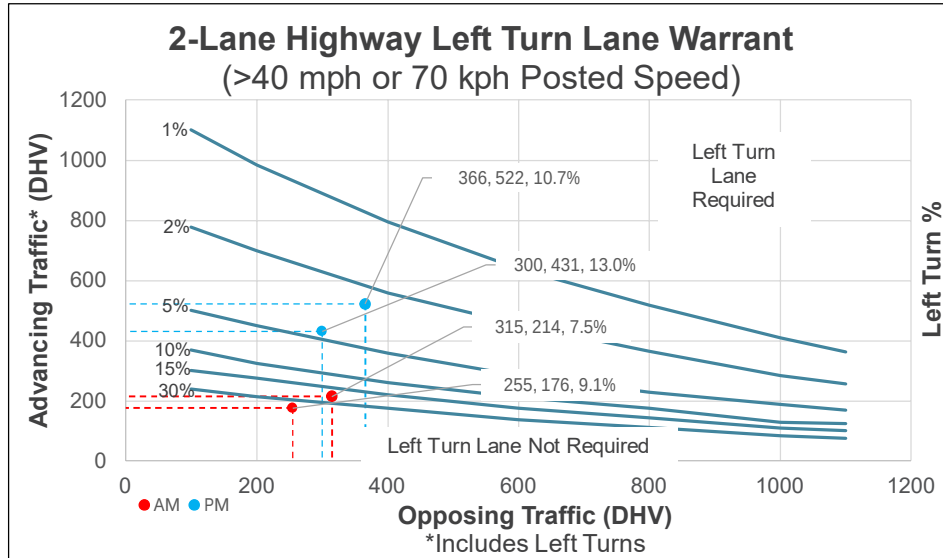
F.

Turn Lane Warrant Charts

Project: Farneman Property

Intersection: SR-745 and Site Access A/Henderson Drive

Turning Movement: NBL

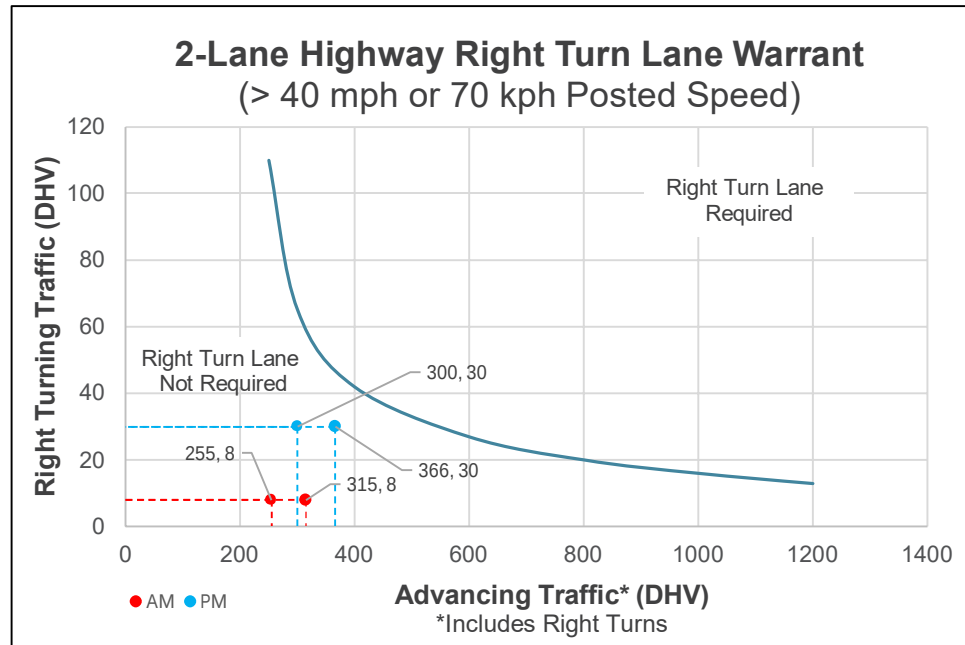


	2025 Build AM Peak	2025 Build PM Peak	2035 Build AM Peak	2035 Build PM Peak
Design Speed (mph)	55	55	55	55
Left Turn Volume (VPH)	16	56	16	56
Advancing Traffic (DHV)	176	431	214	522
Opposing Volume (VPH)	255	300	315	366
Left Turn Percentage	9.1%	13.0%	7.5%	10.7%
Is Left Turn Warrant Met?	No	Yes	No	Yes

Project: Farneman Property

Intersection: SR-745 and Site Access A/Henderson Drive

Turning Movement: SBR



	2025 Build AM Peak	2025 Build PM Peak	2035 Build AM Peak	2035 Build PM Peak
Design Speed (mph)	55	55	55	55
Right Turning Traffic (dhv)	8	30	8	30
Advancing Traffic (VPH)	255	300	315	366
Is Right Turn Warrant Met?	No	No	No	No

APPENDIX

G.

Turn Lane Length Calculations

2025 Build		Site Access A & SR-745									
Cycle Length (Secs.)	Movement	Design Speed (mph)	# of Lanes		Peak	Thru Lane DHV	Turn Lane DHV	Calculated Turn Lane (FT)	Thru Movement Backup (FT)	Blocked	Reccommended Turn Lane (FT)
			Thru	Turn							
60	EBL	25	1	0	AM	50	27	N/A	N/A	N/A	N/A
					PM	33	17	N/A	N/A	N/A	
	EBR	25	1	0	AM	27	50	N/A	N/A	N/A	N/A
					PM	17	33	N/A	N/A	N/A	
	WBL	0	0	0	AM	0	0	N/A	N/A	N/A	N/A
					PM	0	0	N/A	N/A	N/A	
	WBR	0	0	0	AM	0	0	N/A	N/A	N/A	N/A
					PM	0	0	N/A	N/A	N/A	
	NBL	55	1	1	AM	160	16	285	200	N/A	285
					PM	375	56	285	325	N/A	
	NBR	55	1	0	AM	160	0	N/A	N/A	N/A	N/A
					PM	375	0	N/A	N/A	N/A	
	SBL	55	1	0	AM	255	0	N/A	N/A	N/A	N/A
					PM	300	0	N/A	N/A	N/A	
	SBR	55	1	0	AM	247	8	N/A	N/A	N/A	N/A
					PM	270	30	N/A	N/A	N/A	

*Turn Lane Length Constraint

2035 Build		Site Access A & SR-745									
Cycle Length (Secs.)	Movement	Design Speed (mph)	# of Lanes		Peak	Thru Lane DHV	Turn Lane DHV	Calculated Turn Lane (FT)	Thru Movement Backup (FT)	Blocked	Reccommended Turn Lane (FT)
			Thru	Turn							
60	EBL	25	1	0	AM	50	27	N/A	N/A	N/A	N/A
					PM	33	17	N/A	N/A	N/A	
	EBR		1	0	AM	27	50	N/A	N/A	N/A	N/A
					PM	17	33	N/A	N/A	N/A	
	WBL	0	0	0	AM	0	0	N/A	N/A	N/A	N/A
					PM	0	0	N/A	N/A	N/A	
	WBR		0	0	AM	0	0	N/A	N/A	N/A	N/A
					PM	0	0	N/A	N/A	N/A	
	NBL	55	1	1	AM	198	16	285	225	N/A	285
					PM	466	56	285	375	N/A	
	NBR		1	0	AM	198	0	N/A	N/A	N/A	N/A
					PM	466	0	N/A	N/A	N/A	
	SBL	55	1	0	AM	315	0	N/A	N/A	N/A	N/A
					PM	366	0	N/A	N/A	N/A	
	SBR		1	0	AM	307	8	N/A	N/A	N/A	N/A
					PM	336	30	N/A	N/A	N/A	

*Turn Lane Length Constraint

APPENDIX

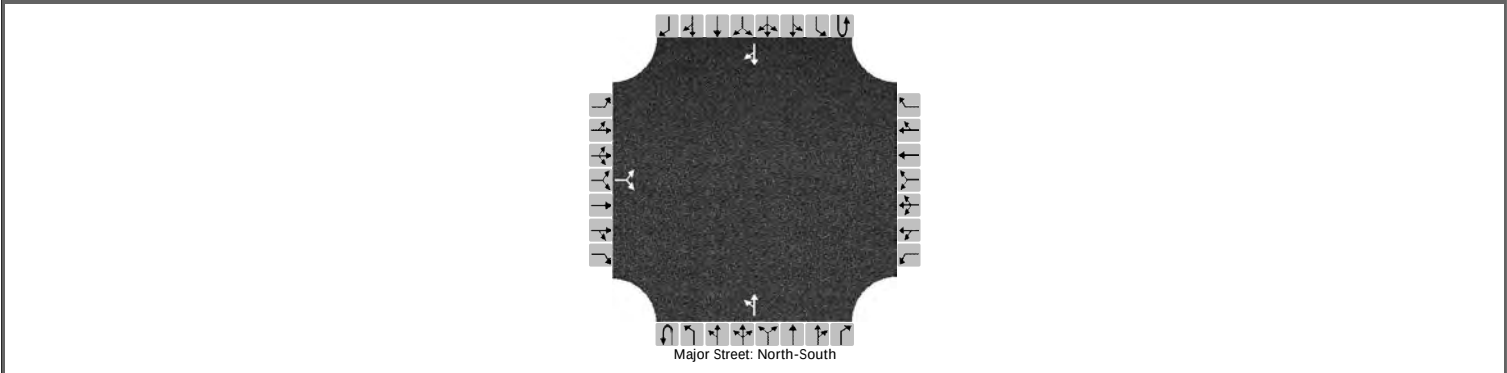
H.

HCS Capacity Analysis Reports

HCS Two-Way Stop-Control Report

General Information		Site Information	
Analyst	Kimley-Horn	Intersection	SR-745 and Site Access A
Agency/Co.	ODOT	Jurisdiction	District 6
Date Performed	12/14/2023	East/West Street	Site Access A
Analysis Year	2025	North/South Street	SR-745
Time Analyzed	Build AM Peak	Peak Hour Factor	0.86
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	Farneman Property		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		27		50						16	160				247	8
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

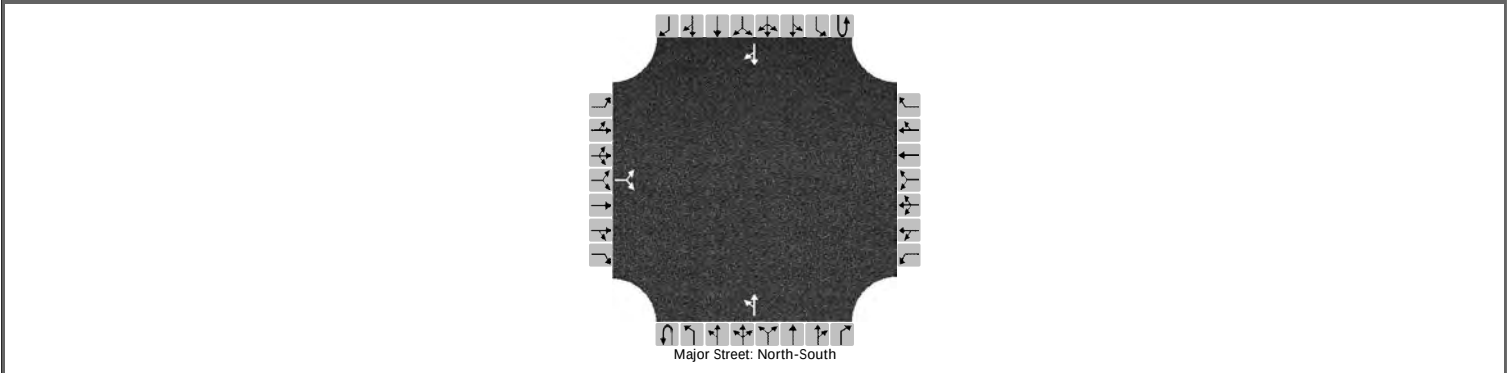
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			90							19						
Capacity, c (veh/h)			641							1259						
v/c Ratio			0.14							0.01						
95% Queue Length, Q ₉₅ (veh)			0.5							0.0						
Control Delay (s/veh)			11.5							7.9	0.1					
Level of Service (LOS)			B							A	A					
Approach Delay (s/veh)	11.5								0.8							
Approach LOS	B								A							

HCS Two-Way Stop-Control Report

General Information		Site Information	
Analyst	Kimley-Horn	Intersection	SR-745 and Site Access A
Agency/Co.	ODOT	Jurisdiction	District 6
Date Performed	12/14/2023	East/West Street	Site Access A
Analysis Year	2025	North/South Street	SR-745
Time Analyzed	Build PM Peak	Peak Hour Factor	0.96
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	Farneman Property		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		17		33						56	375				270	30
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

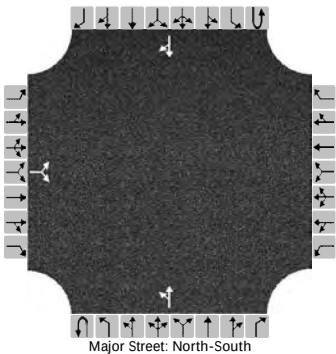
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			52							58						
Capacity, c (veh/h)			520							1242						
v/c Ratio			0.10							0.05						
95% Queue Length, Q ₉₅ (veh)			0.3							0.1						
Control Delay (s/veh)			12.7							8.0	0.5					
Level of Service (LOS)			B							A	A					
Approach Delay (s/veh)	12.7								1.5							
Approach LOS	B								A							

HCS Two-Way Stop-Control Report

General Information		Site Information	
Analyst	Kimley-Horn	Intersection	SR-745 and Site Access A
Agency/Co.	ODOT	Jurisdiction	District 6
Date Performed	12/14/2023	East/West Street	Site Access A
Analysis Year	2035	North/South Street	SR-745
Time Analyzed	Build AM Peak	Peak Hour Factor	0.86
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	Farneman Property		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		27		50						16	198				307	8
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

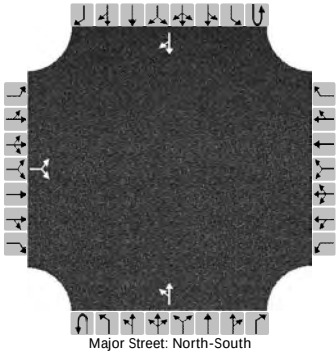
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			90							19						
Capacity, c (veh/h)			569							1187						
v/c Ratio			0.16							0.02						
95% Queue Length, Q ₉₅ (veh)			0.6							0.0						
Control Delay (s/veh)			12.5							8.1	0.1					
Level of Service (LOS)			B							A	A					
Approach Delay (s/veh)	12.5								0.7							
Approach LOS	B								A							

HCS Two-Way Stop-Control Report

General Information		Site Information	
Analyst	Kimley-Horn	Intersection	SR-745 and Site Access A
Agency/Co.	ODOT	Jurisdiction	District 6
Date Performed	12/14/2023	East/West Street	Site Access A
Analysis Year	2035	North/South Street	SR-745
Time Analyzed	Build PM Peak	Peak Hour Factor	0.96
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	Farneman Property		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	0	1	0	0	0	1	0
Configuration			LR							LT						TR
Volume (veh/h)		17		33						56	466				336	30
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

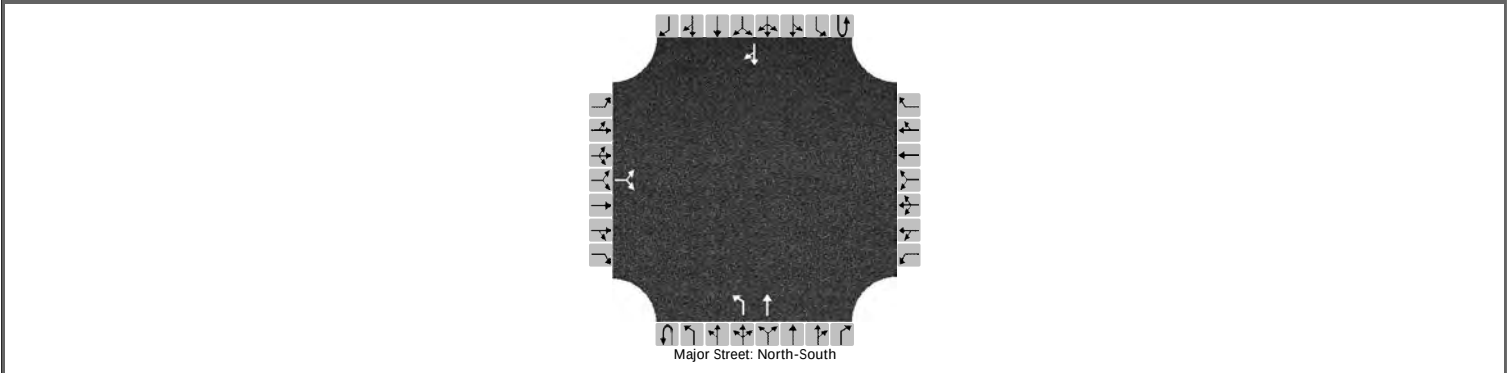
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			52							58						
Capacity, c (veh/h)			440							1172						
v/c Ratio			0.12							0.05						
95% Queue Length, Q ₉₅ (veh)			0.4							0.2						
Control Delay (s/veh)			14.3							8.2	0.6					
Level of Service (LOS)			B							A	A					
Approach Delay (s/veh)	14.3									1.4						
Approach LOS	B									A						

HCS Two-Way Stop-Control Report

General Information		Site Information	
Analyst	Kimley-Horn	Intersection	SR-745 and Site Access A
Agency/Co.	ODOT	Jurisdiction	District 6
Date Performed	12/14/2023	East/West Street	Site Access A
Analysis Year	2025	North/South Street	SR-745
Time Analyzed	Build AM Peak	Peak Hour Factor	0.86
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	Farneman Property		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	1	1	0	0	0	1	0
Configuration			LR							L	T					TR
Volume (veh/h)		27		50						16	160				247	8
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

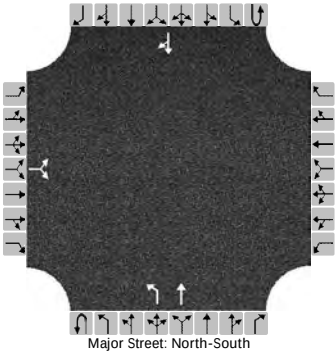
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			90							19						
Capacity, c (veh/h)			642							1259						
v/c Ratio			0.14							0.01						
95% Queue Length, Q ₉₅ (veh)			0.5							0.0						
Control Delay (s/veh)			11.5							7.9						
Level of Service (LOS)			B							A						
Approach Delay (s/veh)	11.5								0.7							
Approach LOS	B								A							

HCS Two-Way Stop-Control Report

General Information		Site Information	
Analyst	Kimley-Horn	Intersection	SR-745 and Site Access A
Agency/Co.	ODOT	Jurisdiction	District 6
Date Performed	12/14/2023	East/West Street	Site Access A
Analysis Year	2025	North/South Street	SR-745
Time Analyzed	Build PM Peak	Peak Hour Factor	0.96
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	Farneman Property		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	1	1	0	0	0	1	0
Configuration			LR							L	T					TR
Volume (veh/h)		17		33						56	375				270	30
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

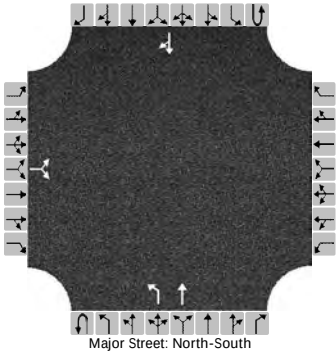
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			52							58						
Capacity, c (veh/h)			524							1242						
v/c Ratio			0.10							0.05						
95% Queue Length, Q ₉₅ (veh)			0.3							0.1						
Control Delay (s/veh)			12.6							8.0						
Level of Service (LOS)			B							A						
Approach Delay (s/veh)	12.6								1.0							
Approach LOS	B								A							

HCS Two-Way Stop-Control Report

General Information		Site Information	
Analyst	Kimley-Horn	Intersection	SR-745 and Site Access A
Agency/Co.	ODOT	Jurisdiction	District 6
Date Performed	12/14/2023	East/West Street	Site Access A
Analysis Year	2035	North/South Street	SR-745
Time Analyzed	Build AM Peak	Peak Hour Factor	0.86
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	Farneman Property		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	1	1	0	0	0	1	0
Configuration			LR							L	T					TR
Volume (veh/h)		27		50						16	198				307	8
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

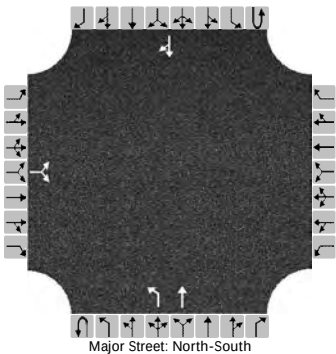
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			90							19						
Capacity, c (veh/h)			570							1187						
v/c Ratio			0.16							0.02						
95% Queue Length, Q ₉₅ (veh)			0.6							0.0						
Control Delay (s/veh)			12.5							8.1						
Level of Service (LOS)			B							A						
Approach Delay (s/veh)	12.5								0.6							
Approach LOS	B								A							

HCS Two-Way Stop-Control Report

General Information		Site Information	
Analyst	Kimley-Horn	Intersection	SR-745 and Site Access A
Agency/Co.	ODOT	Jurisdiction	District 6
Date Performed	12/14/2023	East/West Street	Site Access A
Analysis Year	2035	North/South Street	SR-745
Time Analyzed	Build PM Peak	Peak Hour Factor	0.96
Intersection Orientation	North-South	Analysis Time Period (hrs)	0.25
Project Description	Farneman Property		

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority		10	11	12		7	8	9	1U	1	2	3	4U	4	5	6
Number of Lanes		0	1	0		0	0	0	0	1	1	0	0	0	1	0
Configuration			LR							L	T					TR
Volume (veh/h)		17		33						56	466				336	30
Percent Heavy Vehicles (%)		3		3						3						
Proportion Time Blocked																
Percent Grade (%)	0															
Right Turn Channelized																
Median Type Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)		7.1		6.2						4.1						
Critical Headway (sec)		6.43		6.23						4.13						
Base Follow-Up Headway (sec)		3.5		3.3						2.2						
Follow-Up Headway (sec)		3.53		3.33						2.23						

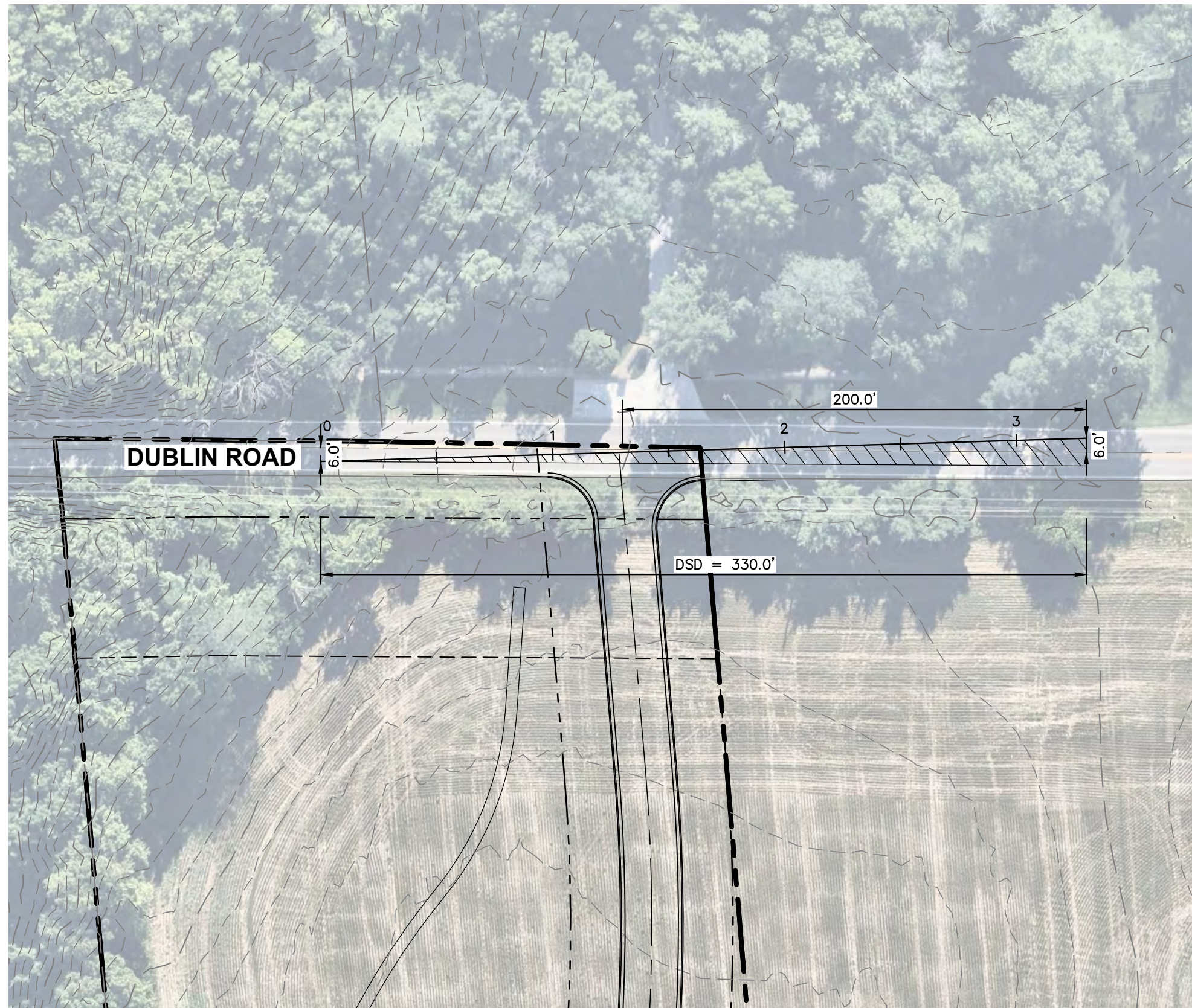
Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)			52							58						
Capacity, c (veh/h)			444							1172						
v/c Ratio			0.12							0.05						
95% Queue Length, Q ₉₅ (veh)			0.4							0.2						
Control Delay (s/veh)			14.2							8.2						
Level of Service (LOS)			B							A						
Approach Delay (s/veh)	14.2								0.9							
Approach LOS	B								A							

APPENDIX

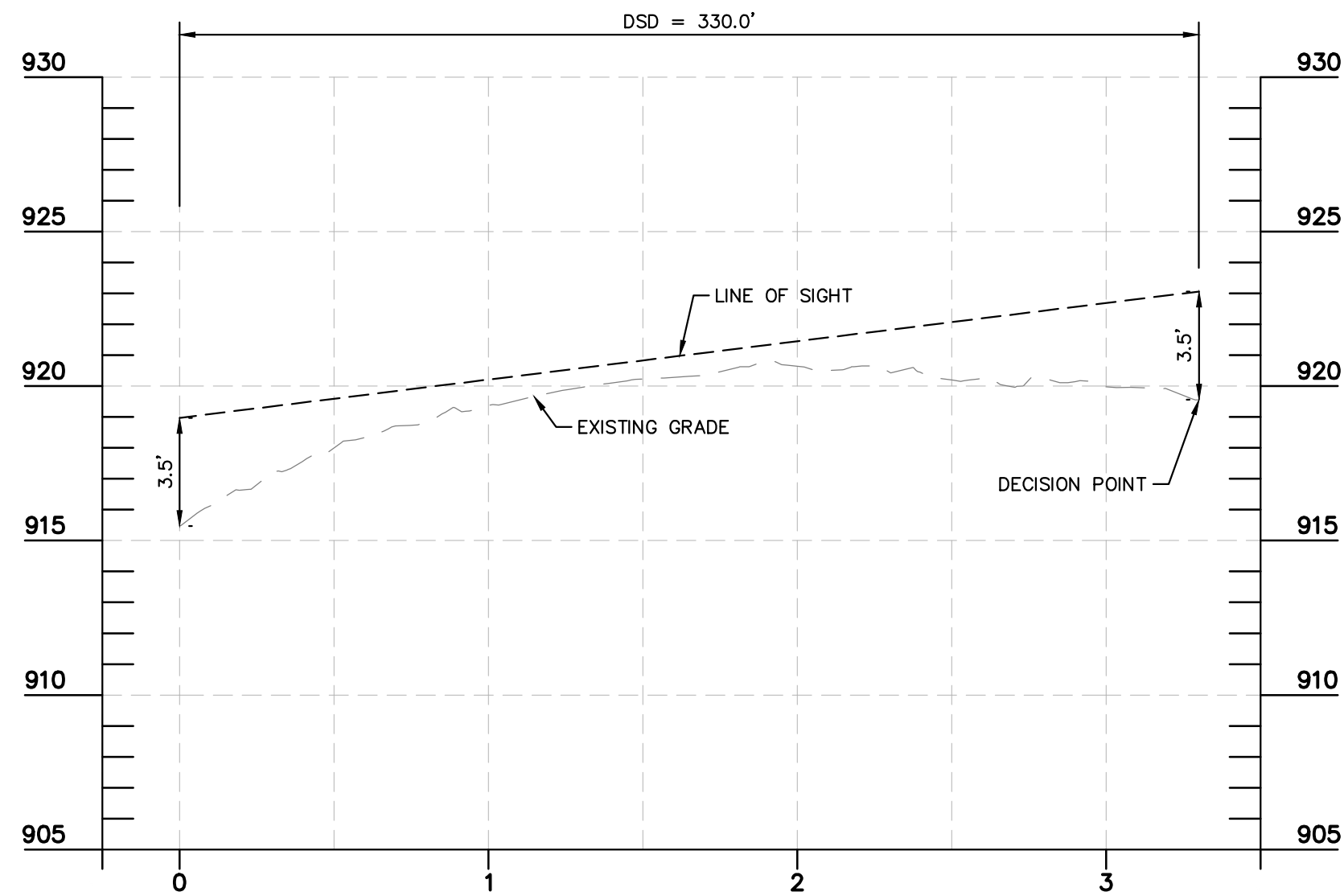
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Site Distance Exhibits

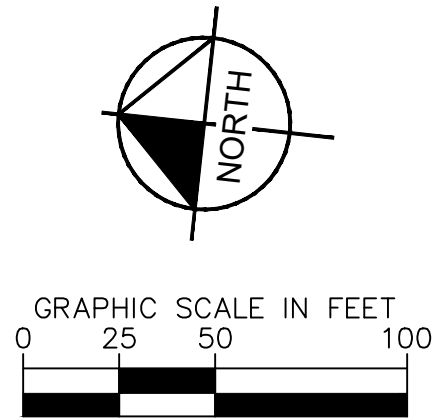


DUBLIN ROAD / ACCESS DRIVE A SIGHT DISTANCE PLAN

DESIGN SPEED=40 MPH



DUBLIN ROAD / ACCESS DRIVE A
SIGHT DISTANCE PROFILE
SCALE H:1"=50' ; V:1"=5'



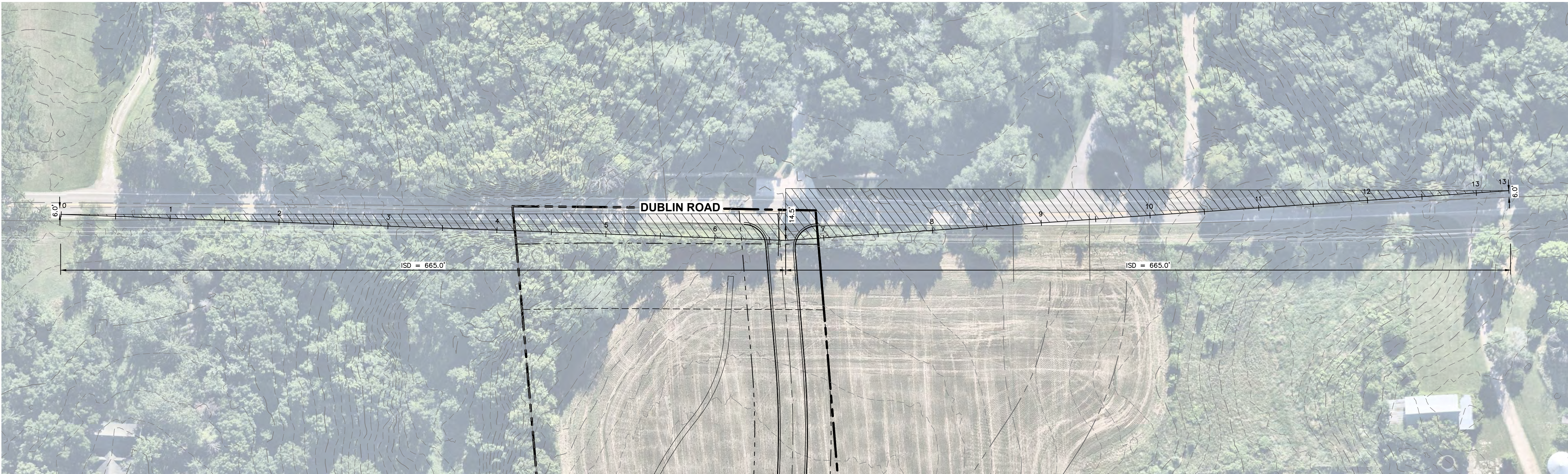
NOTES

1. DECISION SIGHT DISTANCE (LT): 330 FT
2. DESIGN SPEED: 40 MPH
3. AVOIDANCE MANEUVER ASSUMED FOR DECISION SIGHT DISTANCE PER ODOT 201-6

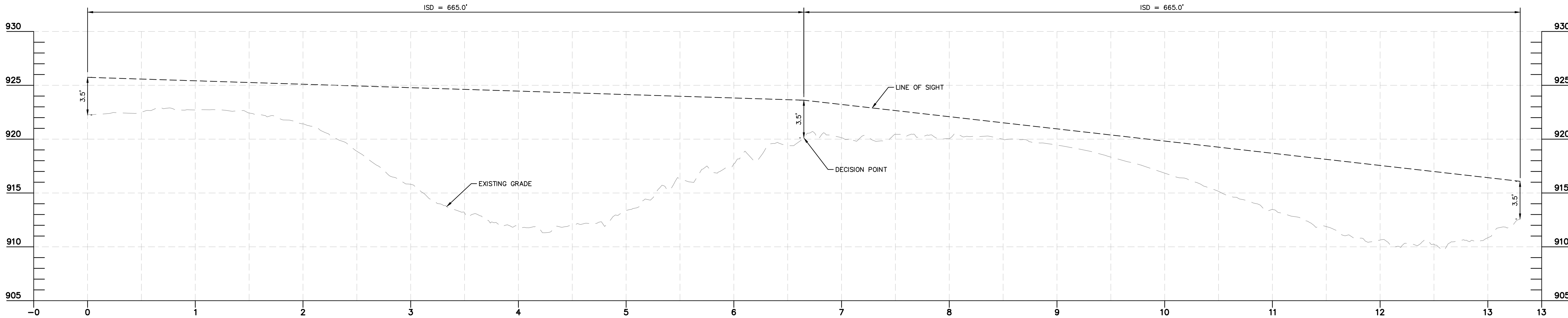
FARNEMAN PROPERTY	DECISION SIGHT DISTANCE	Kimley»Horn © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 7985 N. HIGH STREET, SUITE 200, COLUMBUS, OHIO 43206 PHONE: 614-454-6699 WWW.KIMLEY-HORN.COM	No.	BY
ORIGINAL ISSUE: 05/03/2024	KHA PROJECT NO. 190273000	SCALE: H: 1"=50' V: 1"=5'	DESIGNED BY: DMK	DATE
SHEET NUMBER		DRAWN BY:	CHECKED BY: NRB	REVISIONS
2 OF 2				

Drawing name: K:\CIB_LDE\190273000_Fletcher_Hornes_Foreman_Property\2_Design\CAD\Exhibits\0503 - Sight Distance South Entrance.dwg Layout1 May 07, 2024 2:41pm by: chris.schneider

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



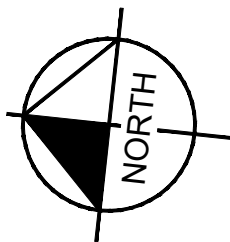
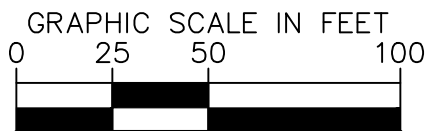
DUBLIN ROAD / ACCESS DRIVE A
SIGHT DISTANCE PLAN
SPEED LIMIT=55 MPH
DESIGN SPEED=60 MPH



DUBLIN ROAD / ACCESS DRIVE A
SIGHT DISTANCE PROFILE
SCALE: H: 1"=50' ; V: 1"=5'

NOTES

- DESIGN SPEED: 60 MPH
- INTERSECTION SIGHT DISTANCE (LT/RT): 665 FT



FARNEMAN PROPERTY DELEWARE COUNTY CONCORD TOWNSHIP, OHIO	INTERSECTION SIGHT DISTANCE	SCALE: H: 1"=50' V: 1"=5'	Kimley»Horn © 2023 KIMLEY-HORN AND ASSOCIATES, INC. 7985 N. HIGH STREET, SUITE 200, CONCORD, OH 43035 PHONE: 614-454-6899 WWW.KIMLEY-HORN.COM																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																	
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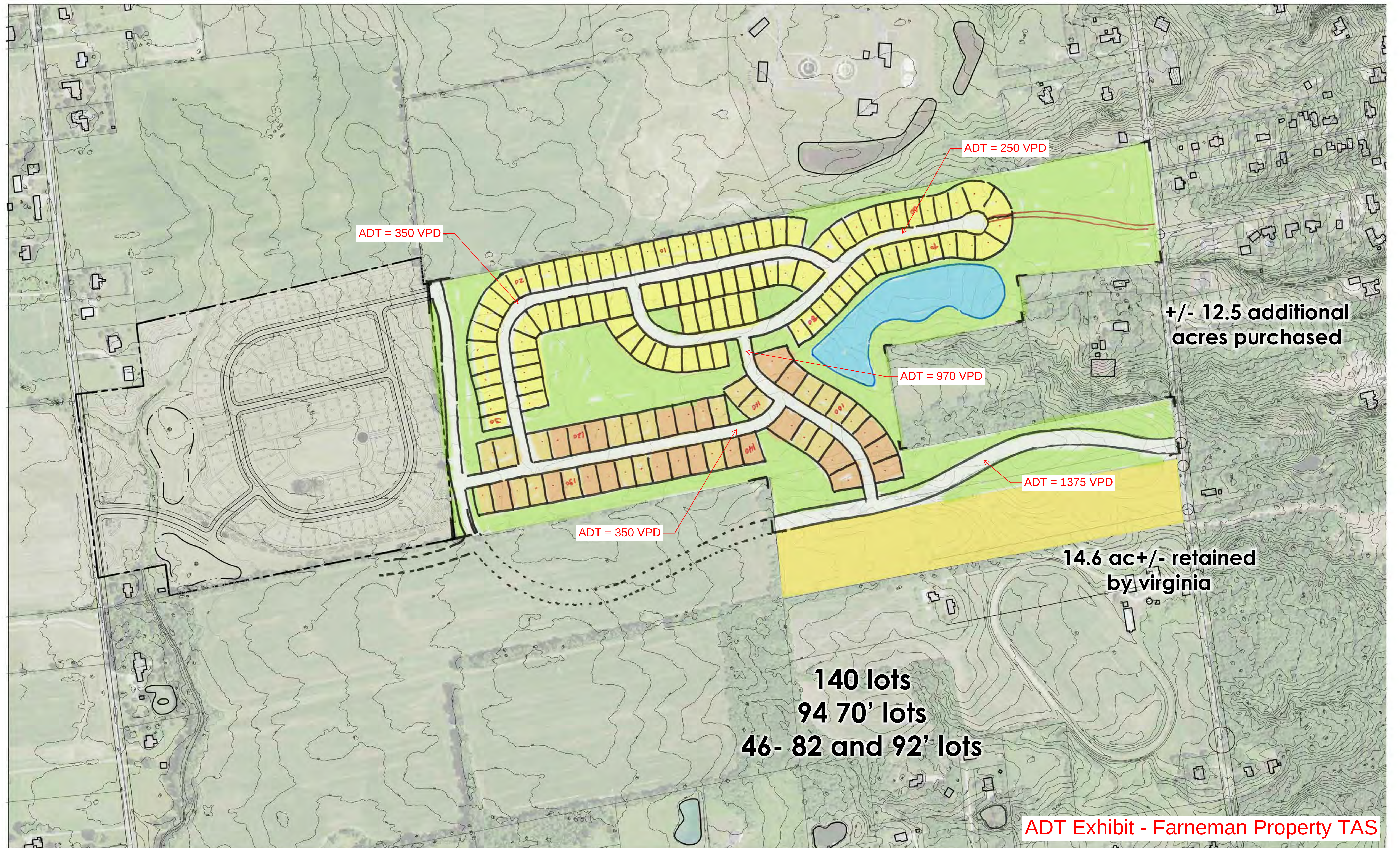


Photo 2 – Sight Distance, 665' North of Proposed Access



Photo 3 – Sight Distance, 665' South of Proposed Access

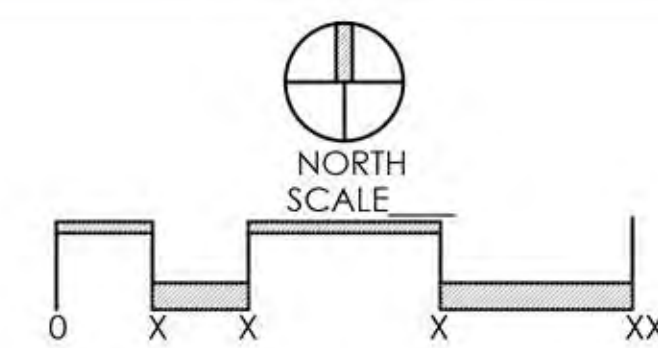


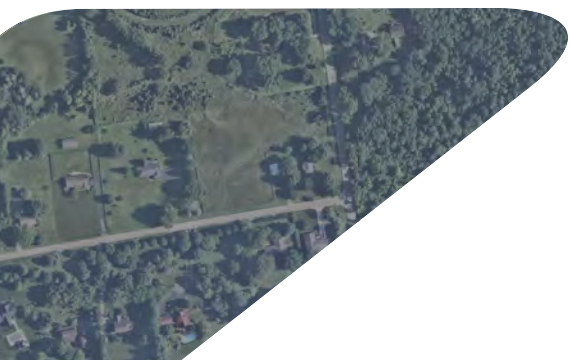
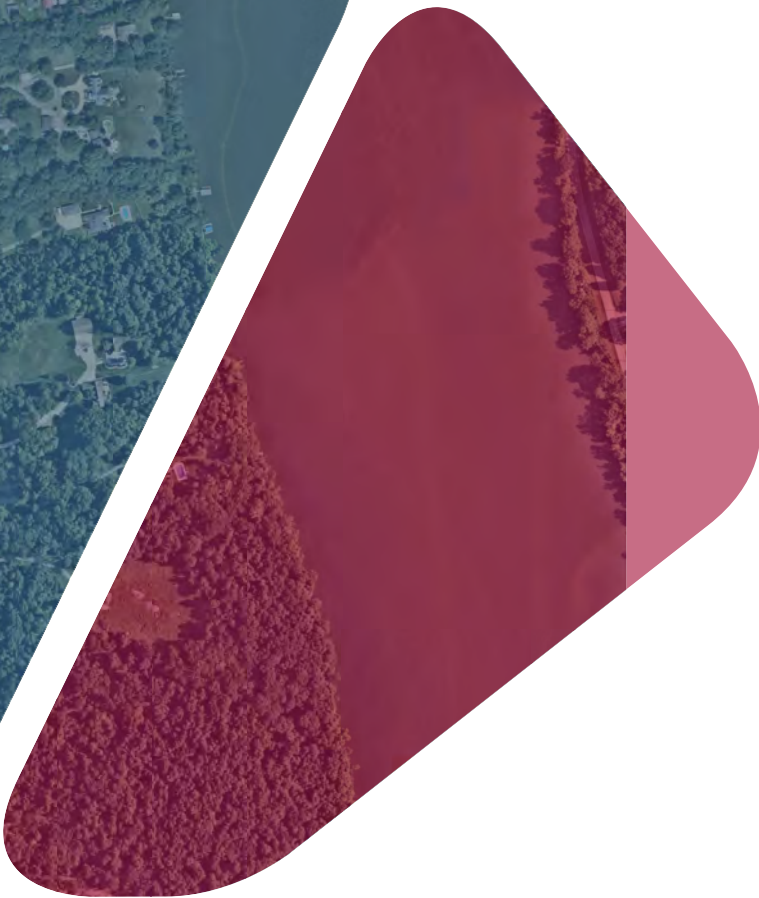
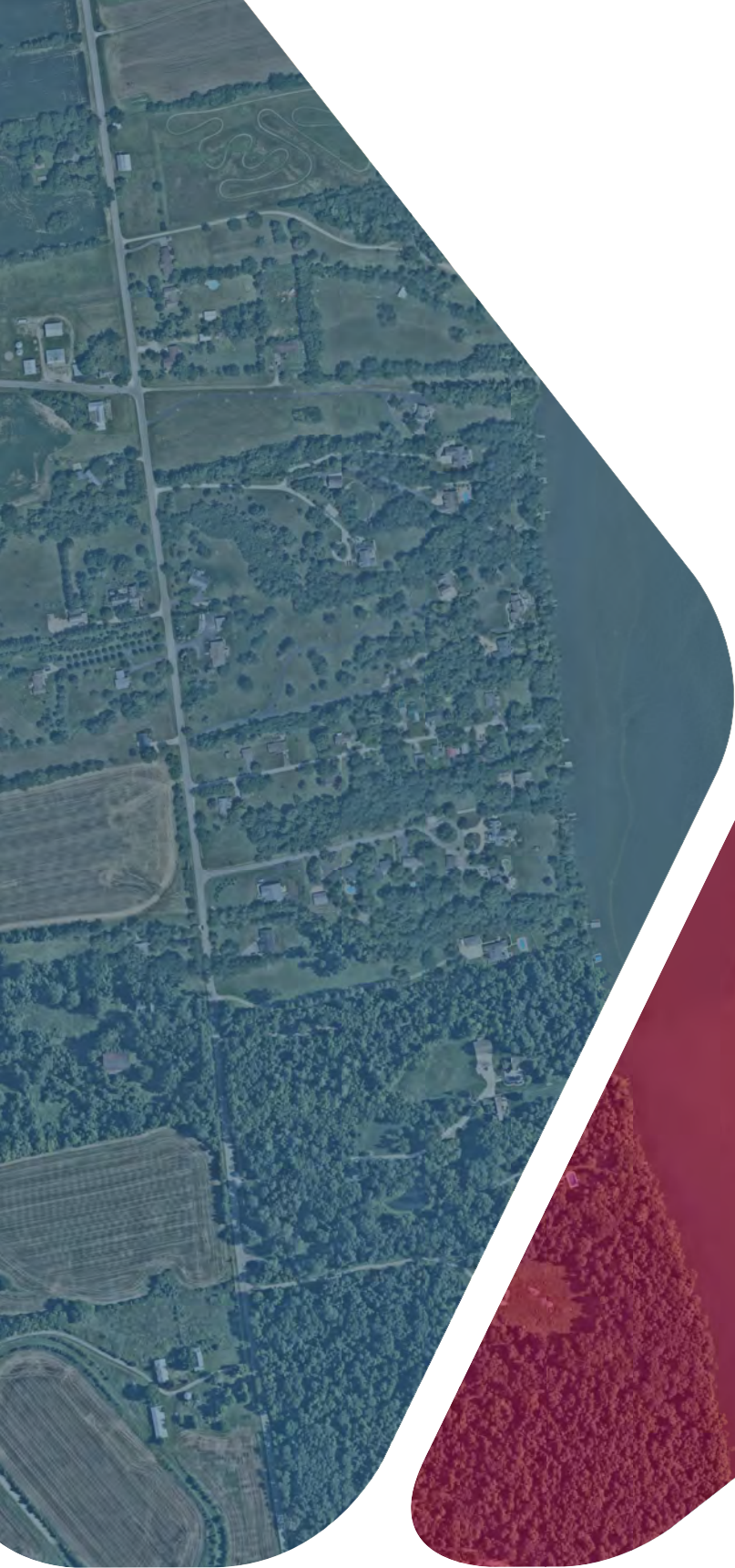


CONCEPT PLAN B

FARNEMAN PROPERTY

PREPARED FOR KIRAN BASIREDDY
DATE: 10.27.23





Kimley»»Horn

7965 North High Street | Suite 200 | Columbus, OH 43235
380-867-0815