

Village of Ostrander, Ohio
Planned Residential Development

Application For:

GROUSE LANDING



Submitted For:

Arbor Homes

Contact: **Drew Miller**
6797 N High St #238,
Worthington, OH 43085
614.905.6991

Submitted By:



Contact: Gary Smith, RLA|CLARB
720 E. Broad Street, Suite 200
Columbus, Ohio 43215
614.371.4668

Kimley»Horn

Contact: **Kevin Kershner**
7965 N High Street, Suite 200
Columbus, Ohio 43235
614.472.8963



Village of Ostrander Ohio

Zoning Permit Application

The following items will be required with your application:

1. The zoning permit fee; refer to the permit fee chart for current rates.
2. Two copies of current site plan/plot. These must include:
 - Dimensions and shape of the lot, drawn to scale
 - Exact locations of existing structures
 - Distances from current buildings / alterations to property lines
 - Estimated distance to buildings on surrounding properties.
3. Any changes to grade or drainage in relation to the site plan/ plot
4. Two copies of proposed site plan. These must include:
 - Dimensions and shape of the lot drawn to scale
 - Exact locations of existing and proposed structures and alterations
 - Distances from current and proposed buildings / alterations to property lines
 - Estimated distance to buildings on surrounding properties from proposed alterations
5. Two copies of any drawings, photos, or images of the proposed project.
6. Homeowners Association approval letter, when applicable

Permit for which you are applying

Deck Area (s.f.): _____

Fence Fence height (ft.): _____

Fence Material: _____

Swimming Pool* Area (s.f.): _____

In Ground Above Ground

Max. Pool Depth: _____

* All in ground pools require fence

Fence Height: _____

Fence Material: _____

Shed Area (s.f.): _____
 Driveway Modification* Area (s.f.): _____
Culvert Material: _____
Driveway Material: _____
Depth of Material: _____

* All new driveways must be approved through Delaware County Engineer's Office

Patio Area (s.f.): _____
Material: _____
Depth of Material: _____

Pond Area (s.f.): _____
Pond Max Depth: _____

Other (please explain): The applicant is requesting to rezone parcel numbers 40013315069000 & 40010002055000 to a PRD.

Applicant: Drew Miller Date 04.09.2026
Applicant Address: 6797 North High Street, Worthington, OH, 43085 Applicant
Phone Number: 614-905-6991
Applicant email: drew.miller@yourarborhome.com

Property Owner: Scott & Vance Investments LLC. _____
Full Address: 4200 Jacktown Road, Ostrander, OH, 43061 _____
Phone Number: 614-747-5573 _____
Email: scfryman@gmail.com _____ Parcel No.: 40013315069000,
40010002055000 _____ Current Zoning: FR-1 & R3

I certify that the information and facts provided on and with this application are true and correct.

Name of Applicant: Drew Miller Date: April 9, 2026

Signature of Applicant: *Drew Miller*

For Office Use Only:

Zoning Officer: _____ Date Received: _____

**Village of Ostrander
19 S. Main Street
PO Box 35
Ostrander, Ohio 43061**

www.ostranderohio.us

Tab 1 – Development Text

EXHIBITS

Tab 2 – Deed Restrictions

Tab 3 – Adjacent Neighbors

Tab 4 – Legal Description

Tab 5 – Development Plan Exhibits

- Exhibit 'A1' – Regional Context Map
- Exhibit 'A2' – Existing Conditions
- Exhibit 'A3' – Subarea Plan
- Exhibit 'B1' – Preliminary Development Plan
- Exhibit 'B2' – Open Space Plan
- Exhibit 'B3' – Phasing Plan
- Exhibit 'C1' – Illustrative Plan
- Exhibit 'C2' – Landscape Key Plan
- Exhibit 'C3' – Boulevard Entry Enlargement
- Exhibit 'C4' – Playground Entry Enlargement
- Exhibit 'C5' – Boulevard Entry Perspectives
- Exhibit 'F1' – Landscape Details
- Exhibit 'F2' – Entry Feature
- Exhibit 'F3' – Planting Details

Tab 6 – Architectural Exhibits

Tab 7 – Engineering Exhibits

- Exhibit '1-4' – Utility Plan

Tab 8 – Traffic Study

TAB 1
DEVELOPMENT TEXT

Grouse Landing by Arbor Homes

Planned Residence District
Village of Ostrander, Oh

Submitted for Arbor Homes
April 9th, 2026

ARTICLE X – Planned Residence District (PRD) (PUD)

Section 10.01 – PURPOSE: Ostrander, recognizing that with increased urbanization and population growth comes increased demands for well organized residential areas which take into account unique natural features, contemporary land use concepts, and a balanced residential environment, hereby provides for the Planned Residence 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 the Village.

Section 10.02 – APPLICATION: The provisions of this chapter of the Zoning Ordinance shall apply to all lands under Village Zoning, regardless of the size and the owner of any parcel may elect to submit the application for change in the zoning under the provisions of this article despite the fact that the planned densities or size of the tract do not exceed the permitted densities or acreages set forth in Articles VII, VIII, and IX of this ordinance. The Ostrander Council or the Zoning and Planning Commission may, in their discretion, require that an application be filed under this Article if approval under this Article serves the best interest of the community in assuring quality development.

Section 10.03 – PERMITTED USES: Within the Planned Residence District (PRD) the following uses, developed in strict compliance with the approved development plan and standards, shall be permitted:

- A) Residential structures of any type, either single family or multi-family, including but not limited to detached, semi-detached, attached, modular, cluster, patio, common wall or any reasonable variation on the same theme.

Grouse Landing will contain a single-family sub-area comprised of approximately ±38.18 acres in addition to passive open space.

- B) Non-residential 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 Residence 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.

Grouse Landing will contain a small commercial sub-area that will be approximately ±1.94 acres in addition to passive open space. The proposed commercial subarea shall be designed to provide goods and services to the residents of Grouse Landing, and to the surrounding residents, and shall be located with direct access to Ostrander Road.

- C) Temporary structures such as mobile homes and temporary buildings of a non-residential 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 permit 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, solid waste disposal and water supply, as he deems necessary. The fees for such permit and renewals thereof shall be established by the Ostrander Council. Said temporary structure shall be removed not later than ten (10) days after expiration of said permit. No unit shall be occupied as a residence without approval of the Zoning and Planning Commission as granted in compliance with the provisions of Article XXVIII of this ordinance.

Grouse Landing Shall comply with this requirement.

- D) Conducting of casual sales of goods in what are commonly referred to as garage sales or yard sales provided that such sales shall not be conducted on more than six (6) days in any calendar year or more than three (3) consecutive days.

Grouse Landing Shall comply with this requirement.

Section 10.04 – CONDITIONAL USES: Within this zoning district the following uses may be permitted, subject to the conditions and restrictions imposed by the Zoning and Planning Commission Board pursuant to the provisions of Article XXVIII of this ordinance Conditionally permitted uses shall be considered and declared abandoned if said use or uses are not commenced within one (1) year or are discontinued for a period in excess of two 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 or structure wherein the same is located or upon which the same is granted, such conditional use permit shall be void and the subsequent owner(s) or his agent shall be required to reapply for a continuation and/or modification of such use(s) to the Zoning and Planning Commission Board. A designation by the Zoning and Planning Commission Board that a permit is permanent and shall run with the land does not affect the right of authorities to revoke the permit for failure to comply with conditions imposed. No conditional use shall be implemented until a permit of compliance is issued by the Zoning Inspector.

- A) Home occupations conducted by the resident of a permitted dwelling subject to the following restrictions:

Grouse Landing shall comply with the requirements of this section.

- 1) The home occupation shall be carried on solely within the confines of the residential structures and architecturally compatible accessory buildings which are customarily associated with the residential use and character of the neighborhood.
- 2) Only one sign, not larger than six (6) square feet and four (4) feet in height above grade of the surrounding yard, may be erected advertising the home occupation. The sign may be located at eye level if mounted flat against a

building. The Sign shall be of a design compatible with the residential character and shall not be animated or lighted.

- 3) The home occupation shall occupy not more than twenty (20%) percent of the total floor area of the dwelling unit or fifty (50%) percent of the combined floor space in any garage or accessory building.
 - 4) No more than one (1) non-resident employee shall work on said premises.
 - 5) Services may be rendered on the premises or elsewhere.
 - 6) All parking demands created by the conduct of a home occupation shall be met off the street and other than in a front yard. Off-street parking may be permitted in a side or rear yard, but shall not be located any closer to the street than the required setback line. The required number of off-street parking spaces shall equal the spaces required for the residential use plus those required for the commercial use which constitutes the home occupation (if no parking requirement is given for a particular home occupation, the parking requirements for the most similar commercial use shall be used in order to calculate the required minimum number of spaces. See Article XXI)
 - 7) No equipment, process, or storage associated with the home occupation shall create odors, noise, vibration, glare, electrical interference or other nuisance detectable to normal senses off the lot. All activities, materials and equipment associated with the business shall be totally maintained within a building. In the case of electrical interference, no equipment or process shall create visual or audible interference in any radio or television receivers or other audio appliances used off the premises, or cause fluctuation in line voltage off the premises. No equipment, process, or storage associated with a home occupation shall create any fire or explosion hazard, or involve the storage or use of hazardous materials in any concentration greater than that which would normally be found in a dwelling containing no home occupation.
 - 8) Waste materials, solid or liquid, shall not be created on the premises at a level greater than normal to the residential use, unless provisions for the disposition of said wastes are acceptable to the Delaware County Department of Health and do not create a burden on adjoining property.
 - 9) No activity shall be conducted or permitted which creates a nuisance to neighboring properties.
- B) Kindergarten or Child Care Facilities provided the building occupied by the use is architecturally compatible with the neighborhood and provisions are made for vehicular access, parking and fences to control accessibility of the children to adjoining hazardous conditions such as roads, streets, lakes, ponds, etc. or adjacent yards.
- This shall not be a permitted use in Sub-Area 1 of Grouse Landing.**
- C) Group homes or residential care facilities in which not more than eight (8) persons are provided with room, board, specialized care, rehabilitative services and supervision in a family environment. All such facilities shall possess 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 Zoning and Planning Commission.

- 1) No exterior alterations of the structure shall be made which depart from the residential character of building. All new structures shall be compatible in residential design with the surrounding neighborhood.
- 2) All exterior lighting fixtures will be shaded wherever necessary to avoid casting direct light upon any adjoining property located in a Residential District.
- 3) No Group Home should be located within a one (1) mile radius of another such facility in a given neighborhood.

This shall not be a permitted use in Sub-Area 1 of Grouse Landing.

- D) Parking lots or storage yards for boats and recreational vehicles provided such area is owned or controlled by neighborhood or community associations and use is limited to residents of the subdivision served. This area must also be properly screened.

Grouse Landing Shall comply with this requirement.

Section 10.05 – PROHIBITED USES

- A) No use not specifically authorized by the express terms of this chapter of the Zoning Ordinance shall be permitted.

Grouse Landing Shall comply with this requirement.

- B) Outdoor storage of inoperable, unlicensed or unused motor vehicles for a period exceeding seven (7) 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. Outdoor storage of junk or inoperable vehicles; see definition under Section 4.02

Grouse Landing Shall comply with this requirement.

- C) No trailer of any type, no boats, no motor homes and no equipment of any type shall be parked in front of the front building line on any parcel 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 code or the restrictions on the plat or subdivision.

Grouse Landing Shall comply with this requirement.

- 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.

Grouse Landing Shall comply with this requirement.

- E) Except as specifically permitted in Section 10.03(c) or approved in the approved development plan no mobile home shall be placed or occupied in this district.

Grouse Landing Shall comply with this requirement.

- F) No dog kennels or catteries are permitted in PRD.

Grouse Landing Shall comply with this requirement.

Section 10.06 – APPLICATION PROCEDURE INVOLVING REZONING: In addition to any other procedures set out in this ordinance, all applications for amendments to the zoning map to rezone lands to this district shall follow the procedures hereinafter set forth:

The owner or owners of land under Ostrander Zoning may request that the zoning map be amended to include such tracts in the Planned Residence District (PRD) in accordance with the provisions of this ordinance.

- A) The applicant is encouraged to engage in informal consultations with the Ostrander Zoning and Planning Commission prior to formal submission of a development plan and request for an amendment of the zoning map, it being understood that no statement by Officials of the Village shall be binding upon either.

The Applicant has been in contact with, and has had informal meetings with the village.

- B) All applications for Planned Residence District (PRD) zoning will be considered only in combination with, and after proper submission of, a development plan (see Section 10.09) Approval of such application is contingent upon approval of a satisfactory development plan. Failure to fully adhere to the approved development plan will result in revocation of the approved zoning change.

Please find attached, and included herein, the required exhibits and information necessary to comply with the filing of a PRD Development Plan.

- C) In addition to a completed application and development plan, the applicant will be required to supply additional information, as requested by a village appointed consulting engineer and/or other technical advisors. A fee to be paid by the applicant in order to recover village costs related to said complete engineering review will be determined on a case by case basis.

The applicant agrees to pay all required fees associated with the application, and shall provide any additional supplemental information required by the Village.

- D) No application or development plan will be considered for approval until payment in full of all application fees, development plan fees, and engineering review fees are paid in full. Such fees are non-refundable.

The applicant shall comply.

Section 10.09 – DEVELOPMENT PLAN:

- A) Plan Definition and Requirements – The plan is to be a complete description of the development concept to be used for the property which includes, but is not limited to, the size, location, and general development character of the tract. Fifteen (15) copies of the development plan shall be submitted with the application. The zoning officer shall transmit the completed application package to the Planning Commission, Village Engineer, Delaware County Soil and Water Conservation District, and other parties as the zoning officer deems appropriate, for review and comment. The plan shall include in the text and map form:

- 1) The proposed size and location of the planned residence district.

Grouse Landing is a ±42.85 acre proposed mixed-use development located to the west of Blues Creek and Ostrander Road and to the south of West High Street and Downtown Ostrander.

- 2) The general development character of the tract including the limitations or controls to be placed on all uses, with probable lot sizes, minimum set back requirements, dwelling type and density, and other development features including landscaping.

For information on proposed lot sizes, setback requirements, and dwelling type and density please see Exhibit B1 included herein. For proposed open space please see Exhibit B2. For proposed landscaping and development character please see Exhibits C1 – C5, and Exhibits F1 – F3.

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

The following architectural requirements shall govern the Grouse Landing Planned Development.

1. Sub-Area 1 – Single Family

- a. Finished Building Materials – Wood, Stone, Stone Veneer, Brick, Brick Veneer, Cementitious siding, and vinyl siding with a minimum of .042 thickness shall be approved exterior materials. Painted aluminum shall be a permitted material for gutters, fascia, trim, and soffits.
- b. Color – muted tones in shades of white, beige, tan, yellow, gray, brown, green, red, and blue shall be permitted. High chroma colors shall not be permitted.

2. Sub-Area 2 – Commercial

- a. Finished Building materials – Warm tone reddish brick or brick veneer, painted brick or brick veneer, stone or cultured stone, wood lap siding, composite lap siding, stucco, or similar materials if approved by the village staff or planning commission.

3. Signs - Grouse Landing will permit one main entrance feature at the location of each entry into the development. Entrance signs shall be in the character of the sign shown on Exhibit F3 included herein. Single occupancy commercial buildings in Sub-Area 2 shall be permitted one wall mounted sign, a maximum of 60 square feet in display area. A multi-tenant commercial building located in Sub-Area 2, shall be permitted individual building-mounted wall signs above each tenant space of a maximum 50 square feet in display area. Wall signs may be constructed of individual letters attached to the building, or constructed as part of a solid sign, or sign cabinet.

- 4) The proposed provisions for water, sanitary sewer, surface drainage, subsurface drainage, flood plains, floodways and other areas subject to flooding with engineering feasibility studies or other evidence of reasonableness.

See tab 7 of the submittal packet for more information.

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

Please see Exhibit B-1 for information on proposed road layout and traffic patterns.

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

The proposed development is a primarily residential neighborhood, with a small commercial component, similar to the concept presented in the Comprehensive Plan for the Village of Ostrander, and is surrounded by residential land uses to the north, and agricultural land uses to the south and west.

- 7) Open space and the intended uses therein and acreage provided, such as location of parks and other public facility sites, if any.

Please See exhibit B2 in tab 4 of the submittal packet for more information.

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

The proposed development is intended to be developed in phases over time. See Exhibit B3 for project phasing. Pending zoning approval, the applicant intends to start development on the residential portions as soon as platting and engineering can be approved, and permits can be secured, with the timing of single-family development being dependent on the market for single-family homes. Single-Family infrastructure will be developed in two phases as indicated on Exhibit B3. For the commercial sub-area, the applicant intends to find a commercial development partner to purchase and build out the commercial portion of the development. Once zoning is approved, the applicant intends to market the commercial sub-area for sale. If no buyer or developer is secured in the form of a purchase agreement with the applicant by the time Phase 2 of Sub-Area 1 (as shown on Exhibit B3) is substantially complete (defined as 80% of the lots sold), the applicant may, at their discretion, develop Sub-Area 2 as additional single-family residential lots, up to a maximum of 4 (as shown on exhibit B3), and constructed to the same standards as Sub-Area 1. If the commercial Sub-Area cannot be sold, and the applicant chooses to activate the option to add up to a maximum of 4 single-family parcels on that Sub-Area, the maximum residential density shall be increased to 2.5 units / acre.

- 9) 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 text form in a manner calculated to give Ostrander officials definitive guidelines for approval of future phases.

Please see the Phasing Plan, Exhibit B3 included herein

- 10) The ability of the applicant to carry forth its plan by control of the land and the engineering feasibility of the plan.

The applicant is in contract with the owner for the purchase of the land, contingent upon the successful re-zoning of the property, and will assume ownership if the zoning is approved by the Village of Ostrander. Please see tab 7 of the submittal documents for engineering feasibility.

- 11) Specific statements of divergence from the development standards in Articles XII, XIII, XXI and/or XXII or existing Ostrander Village regulations or standards and the justification therefore. Unless a variation from these development standards is specifically approved the same shall be complied with.

The applicant is requesting a total of 4 divergences as outlined below:

1. The applicant is requesting a divergence to allow a maximum residential density of 2.5 units per acre instead of the required 2 units / acre maximum.
2. The applicant is requesting a divergence from the requirement of a 12.5-foot side yard setback, to allow for 5-foot side yard setbacks on the residential portion of the development as indicated on the plan. The proposed reduction in side yard will allow the development to provide lots consistent with current market demands, permit the preservation of additional open space and existing tree canopy, and consolidate the development footprint to allow the developer to grant additional land to the Village of Ostrander for the expansion of the existing Water Plant. This divergence is consistent with recent developments approved in the Village of Ostrander.
3. The applicant is requesting a divergence to allow for a minimum of 5,500 square feet of lot area per residential lot to allow for a greater diversity of home options and a larger amount of open space within the development. The reduction in lot size also helps facilitate the donation of land to the Village for the expansion of the Village Water Plant.
4. The applicant is requesting a divergence to allow for a minimum lot width of 50 feet per residential lot to allow for a greater diversity of home options and a larger amount of open space within the development.

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

The applicant shall post a bond as required if approved, and shall provide a

letter indicating such bonding capacity to the Village.

- 13) Location and size measured in number of parking spaces for all off-street parking areas, including curb cuts.

Parking spaces for the commercial area shall be provided in accordance with the Village of Ostrander parking code. See exhibit B-1 for the general parking layout of the commercial Sub-Area.

- 14) Selected uses by area or specific building location, allocation of land use by type as measured in acres, adjacent existing land use, right-of-way, and relationship adjacent land use. Land use mixes shall be calculated in gross acreages and defined by percentages.

The proposed uses for the Grouse Landing PRD shall be as follows:

1. Sub-Area 1: shall consist of Single-Family residential uses, and associated customary accessory uses within each single-family lot as permitted by the Village of Ostrander zoning code.
2. Sub-Area 2: Shall consist of commercial uses consistent with the Village of Ostrander Neighborhood Commercial district (C-2), but shall be limited to the following:
 - a. Medical and Professional offices, not to exceed a total ratio of 10,000 square feet per acre in size. Medical and Professional offices include offices of physicians, therapists, dentists, or other allied medical professionals, along with insurance offices, law offices, accounts, architects and engineers, real estate agents, or similar professionals.
 - b. Stand alone child care facilities provided such buildings are designed to be compatible with the surrounding neighborhood, and adequate provisions have been made for parking, circulation and security.
 - c. Retail stores, either stand-alone or included within a multi-tenant building, primarily engaged in selling merchandise for personal or household use or consumption, but excluding the following which shall not be permitted within Grouse Landing:
 - i. Liquor stores and dispensaries.
 - ii. Carry outs and beverage drive-thru's.
 - iii. Dollar stores, discount stores, clearance stores, or similar.
 - d. Food and beverage establishments, either stand alone or included within a multi-tenant building including coffee shops, ice cream shops, restaurants (dine-in or carry out), confectionary shops and similar, with the exception of the following.
 - i. Bars – Bars, taverns, and nightclubs are prohibited within this Sub-Area. Breweries, wineries, and meaderies, including those with on-site production and accessory tasting rooms, shall be permitted.
 - e. A maximum of one (1) drive-thru window shall be permitted at

the end of a multi-tenant building only. Stand alone buildings with drive-thru windows shall not be permitted.

3. Sub-Area 3: shall consist of approximately 2.10 acres and may be used for the expansion and operation of the Village of Ostrander water plant and related public utility uses

15) Physical features and natural conditions of the site including the location of vegetation and existing tree lines.

Please see Exhibit A2 for the physical features of the site including existing trees and drainage patterns.

16) Statement of adherence to the Landscape Standards contained in Article XXI of this resolution, or specifications of all variances from these standards and justification for all variances.

The applicant shall comply with the Village of Ostrander Landscape standards as identified above.

(a) Sub-Area 3 shall include landscape screening along its interfaces with proposed residential lots and other publicly visible operational areas. Screening shall be designed to provide a year-round visual buffer through a combination of evergreen trees, deciduous trees, shrubs, fencing and other approved screening elements, as shown on the approved landscape plan. Final plant quantities, species and spacing shall be established on the applicable landscape exhibit

B) Public Notice Requirements – Written application for approval of a Development Plan or Amended Development Plan and associated supporting documents and fees shall be made to the Zoning Inspector or designated member of the Planning and Zoning Commission, who shall transmit said application to the Ostrander Zoning and Planning Commission. The Commission shall give written notice by first class mail at least ten

(10) days prior to the hearing on said Development Plan or Amended Development Plan to all owners of property within, contiguous to and directly across the street and within 200 feet from such area for which said Development Plan or Amended Development Plan is proposed to the address of such owners appearing on the County Auditor’s current tax list or the Treasurer’s mailing list and to such other list or lists that may be specified by the Ostrander Council. An application for approval of a Development Plan or Amended Development Plan shall be advertised in one or more newspapers of general circulation within Ostrander at least ten (10) days before the date of said hearing. The notice shall set forth the time and place of the hearing and the nature of the proposed Development Plan or Amended Development Plan.

C) Hearing and Decision – At such hearing the applicant shall present a statement and adequate evidence, in such form as the Zoning and Planning Commission may require.

Within thirty (30) days after such hearing, the Zoning and Planning Commission shall either approve, approve with supplementary conditions or disapprove the Development Plan or Amended Development Plan, and forward that recommendation to the Village of Ostrander Council for their final approval. If the request for a Development Plan or Amended Development Plan is denied, the applicant may seek relief through the Court of Record.

In granting such approval of a Development Plan or Amended Development Plan the Commission shall determine that said Development Plan or Amended Development Plan meets the criteria for approval as listed in Section 10.10 below.

In granting an approval of any Development Plan or Amended Development Plan under the provisions of this section, the Zoning and Planning Commission shall designate such conditions in connection therewith as will, in its opinion, secure substantially the objectives of the regulations or provisions in the application on which the Development Plan or Amended Development Plan approval is granted.

- D) Form of Application – All applications for approval of Development Plans or Amended Development Plans under this section shall be submitted in such format as designated and approved by the Zoning and Planning Commission. No application will be considered unless the same is fully completed and accompanied by all required information listed on said application and a current list of parties to be notified as Section 10.10 – APPROVAL:
- A) Criteria for Approval – In approving an application for a Planned Residence District the reviewing authorities shall determine:
 - 1) If the proposed development is consistent in all respects with the purpose, intent and general standards of this Zoning Ordinance.
 - 2) If the proposed development is in conformity with the current Village Comprehensive Master Plan or portion thereof as it may apply.
 - 3) If the proposed development is in conformity with the current Village Subdivision Code or portion thereof as it may apply.
 - 4) If the proposed development advances the general welfare of the Village and the immediate vicinity.
- B) Effect of Approval – The Development Plan as approved by the Village of Ostrander shall constitute an amendment to the Zoning Ordinance 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 Village Subdivision Code. 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 commences within the three (3) year period, the approval shall be voided and the land shall automatically revert to (FR-1) Farm Residence District unless the application for time extension is timely submitted and approved.
- C) Extension of Time or Modification – An extension of the time limit as a modification of the approved development plan may be approved by the Ostrander Council.

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 Ostrander Zoning Inspector not later than ninety (90) days before the expiration of the three (3) year period prescribed in Section 10.06(d) as hereinbefore set forth.

- D) Plat Required – In the Planned Residence 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 Village Subdivision Code and this ordinance. 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 electricity, telephone, cable, sanitary sewers, surface drainage and waste disposal facilities; easements, access points to public rights-of-way, parking areas and pedestrian ways; and land reserved for non-highway service use with indication of the nature of such use.
 - 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 tract to be developed for non-residential uses.
 - 3) In the event that any public service facilities not to be otherwise guaranteed by a public utility have not been constructed prior to recordation of the plat, the owner of the project shall post a performance bond in favor of the appropriate public officers in a satisfactory amount assuring expeditious completion of said facilities within one 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 as the facilities for the phase in which the building or use is located are completed.
- E) Administrative Review – All plats, construction drawings, restrictive covenants and other necessary documents shall be submitted to the Zoning Inspector, the Zoning and Planning Commission and the Ostrander Council or their designated technical advisors for administrative review to insure compliance with the development plan as approved.

Section 10.11 – DEVELOPMENT STANDARDS: In addition to any other provisions of this ordinance the following standards for arrangement and development of lands and buildings are required in the Planned Residence District.

- A) For purposes of development within the Planned Residence District in Ostrander, Ohio, the maximum net density for development shall be as follows:

| Type Dwelling | Maximum Net Density |
|---------------|---------------------|
| Single Family | 4 2 per acre |

| | | |
|---------------------------|----|------------|
| Two Family and Townhouses | 8 | 4 per acre |
| Two Story Apartments | 12 | 8 per acre |

The applicant is requesting a divergence to allow a maximum residential density of 2.5 units per acre instead of the required 2 units / acre maximum.

- B) Open Space – A minimum of fifteen thousandths (.015) of an acre per dwelling unit 18% of gross acreage shall be provided as designated open space, arranged and restricted by easement, covenant, deed or dedication. This organized open space shall not include minimum yard space as required or required off-street parking areas, however, it may include recreation or education facilities, fire protection areas, additional street right-of-way in excess of required right-of-way, or other public improvements necessary to the health, safety and welfare of the people. If it is demonstrated to the Ostrander Zoning and Planning Commission that the type of development, adjoining development or adjoining publicly controlled open space is sufficient to provide for the health and welfare of the area, the density as hereinbefore set forth may be reduced by not less than ten (10%) percent in lieu of the provisions of organized open space as hereinbefore described. An equal cash or property exchange may be agreed upon to mitigate this 18% requirement.

See proposed development plans (Exhibit B1 and B2) for proposed open space identification.

- C) Arrangement of Structures : Perimeter requirements shall call for comparable type and value of land use with neighboring districts where feasible.

- 1) Setbacks – The physical relationships of dwelling units, non-dwelling structures and their minimum yard spaces shall be developed in strict compliance with the approved plan or the provisions of Article XXI unless variance there from is approved. Except as modified by the Zoning and Planning Commission in approving zero lot lines or common wall housing under Sec. 7.04(o) herein, no building or structure shall be located closer than twelve and one half (12.5) feet to any side lot line.

Please see Exhibit B-1 for proposed lot sizes and front, rear, and side yard setbacks for the single-family lots. The applicant is requesting a divergence from the requirement of a 12.5-foot side yard setback, to allow for 5-foot side yard setbacks for lots within the single-family sub-area. The proposed reduction in side yard will allow the development to provide lots consistent with current market demands, permit the preservation of additional open space and existing tree canopy, and consolidate the development footprint to allow the developer to grant additional land to the Village of Ostrander for the expansion of the existing Water Plant.

Setbacks for the commercial sub-area 2 shall be as follows:

1. Front Yard – 35' for buildings, and 15' for parking and circulation.
2. Side Yard – 25' for buildings, and 10' for parking and circulation.
3. Rear Yard – 25' for buildings, and 10' for parking and circulation.

- 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, material 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 windmills, 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 tract.

All buildings within the proposed development shall comply with this requirement.

- D) Building Dimensions – Each single family dwelling hereafter erected in this district shall have a living area of not less than one thousand four hundred fifty (1450) square feet. All such living areas shall be exclusive of basements, porches or garages. All apartments or other multi-family structures constructed within this district shall contain the following minimum floor space, to-wit:

One (1) bedroom unit -850 sq. ft.

Two (2) bedroom unit – 950 sq. ft.

Additional required for each Bedroom beyond two (2) – 120 sq. ft. per bedroom

All buildings within Grouse Landing shall comply with this requirement.

- E) Landscaping – All yards, front, side and rear, shall be landscaped and all organized open spaces or non-residential use areas shall be landscaped. Such landscape plans shall be submitted with the subdivision plat and shall be subject to approval in the same manner required of the subdivision plat. (See Article XXI)

All buildings within the proposed development shall comply with this requirement.

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

Grouse landing shall make all good faith efforts to preserve the existing vegetation, and natural drainage courses on site, however, some vegetation removal shall be unavoidable.

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

Grouse Landing shall provide parking within the commercial sub-area consistent with the Village code requirements for parking. Within the single-family sub-area parking shall be permitted on one side of the road (opposite fire hydrants) as well as two spaces per driveway and two per garage.

- H) Sidewalks – Sidewalks are required; see definition; Section 4.02.

Sidewalks have been provided throughout the proposed development in accordance with this requirement. Please see the proposed development plans (Exhibit B1 and B2) for sidewalk and path locations.

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

The owner or developer of a subdivision or similar area may, upon the conditions and for the time period established by the Zoning and Planning Commission, erect one sign not exceeding 48 square feet in area per side advertising said subdivision, development or tract for sale.

The proposed signage for the development is indicated on Exhibit F3, and further described in detail in Section 10.09 (A)(2) above.

- J) The Ostrander Zoning and Planning Commission and/or the Ostrander Council may extent of public improvements to be installed; landscaping, drainage, development, improvement, and maintenance of common open space; and any other pertinent development characteristics.

- K) Lot Area – Residential lots approved for use in this district shall have a minimum lot area of not less than 20,000 square feet per single family unit or 8,000 square feet per unit in multi-family development behind the right-of-way line. Not more than one structure may be constructed on any parcel herein.

The applicant is requesting a divergence from this section of code to allow for a minimum of 5,500 square feet of lot area per residential lot to allow for a greater diversity of home options and a larger amount of open space within the development. The reduction in lot size also helps facilitate the donation of land to the Village for the expansion of the Village Water Plant.

- L) Lot Frontage – All lots or parcels developed within this district shall have a minimum lot width of eighty-eight (88) feet on an adjoining approved street or road. Lots or parcels having less than the above listed minimum frontages on the right of way line of the adjoining approved road or street must have a lot width at the building line which is equal to that minimum lot frontage requirement. In no case shall the parcel or lot frontage at the right-of-way line be less than seventy (70) feet and width of sixty (60) feet shall not be decreased at any point forward of the building line of the principal residence located on the premises.

The applicant is requesting a divergence from this section of code to allow for a minimum lot width of 50 feet per residential lot to allow for a greater diversity of home options and a larger amount of open space within the development.

- M) Streetlights – Streetlights will be required in an alternating pattern on both sides of new streets. Said streetlights will be of a type, style and placement as approved by

Grouse Landing

Arbor Homes

PRD Zoning Text

the Zoning and Planning Commission and the Village Engineer.

Streetlights shall be provided in compliance with the requirements outlined above.

TAB 2
DEED RESTRICTIONS

TABLE OF CONTENTS

| | <u>Page</u> |
|--|-------------|
| RECITALS | 1 |
| ARTICLE I DEFINITIONS | 2 |
| Section 1. Definitions | 2 |
| Section 2. Other Terms | 5 |
| ARTICLE II DECLARATION | 5 |
| ARTICLE III OBLIGATIONS OF DECLARANT | 6 |
| ARTICLE IV ASSOCIATION; MEMBERSHIP; VOTING; FUNCTIONS | 6 |
| Section 1. Membership in Association | 6 |
| Section 2. Voting Rights | 6 |
| Section 3. Functions | 7 |
| ARTICLE V BOARD OF DIRECTORS | 7 |
| Section 1. Management | 7 |
| Section 2. Initial Board of Directors | 8 |
| Section 3. Additional Qualifications | 8 |
| Section 4. Term of Office, Vacancy and Number of Directors After the Applicable Date | 8 |
| Section 5. Removal of Directors | 9 |
| Section 6. Duties of the Board of Directors | 9 |
| Section 7. Powers of the Board of Directors | 10 |
| Section 8. Limitation on Board Action | 11 |
| Section 9. Compensation | 12 |
| Section 10. Non-Liability of Directors | 12 |
| Section 11. Additional Indemnity of Directors | 12 |
| Section 12. Bond | 12 |
| Section 13. Initial Management | 13 |
| ARTICLE VI REAL ESTATE TAXES; UTILITIES | 13 |
| Section 1. Real Estate Taxes | 13 |
| Section 2. Utilities | 13 |
| ARTICLE VII ENCROACHMENTS AND EASEMENTS IN COMMON AREAS | 13 |
| ARTICLE VIII DELINEATION OF HOMEOWNERS ASSOCIATION VERSUS LOT OWNERS' MAINTENANCE, ETC. OBLIGATIONS | 14 |
| Section 1. Homeowners Association Obligations | 14 |
| Section 2. Maintenance of Individual Lots | 14 |

| | | |
|---|--|----|
| Section 3. | Damage to or Abuse of Common Area | 14 |
| Section 4. | Access to Lots and Easements..... | 14 |
| Section 5. | Storm Water Quality and Best Management Practices | 15 |
| ARTICLE IX ARCHITECTURAL STANDARDS..... | | 15 |
| Section 1. | Architectural Control Committee | 16 |
| Section 2. | Approval Process..... | 16 |
| Section 3. | Power of Disapproval | 16 |
| Section 4. | Duties of Committee..... | 17 |
| Section 5. | No Waiver of Future Approvals | 17 |
| Section 6. | Variance..... | 17 |
| Section 7. | Compliance with Guidelines | 18 |
| Section 8. | Non-Liability of DECLARANT and Committee | 18 |
| Section 9. | Inspection | 18 |
| Section 10. | No Compensation | 18 |
| ARTICLE X USE RESTRICTIONS/COVENANTS AND REGULATIONS..... | | 18 |
| Section 1. | Intentionally Omitted..... | 19 |
| Section 2. | DECLARANT’S and the Association’s Rights to Perform Certain Maintenance and Removal | 19 |
| Section 3. | Ditches and Swales and Erosion Control | 19 |
| Section 4. | Drilling | 19 |
| Section 5. | Ground Elevations and Erosion Control..... | 19 |
| Section 6. | Insurance Impact | 20 |
| Section 7. | Landscape Easements | 20 |
| Section 8. | Tree Preservation..... | 20 |
| Section 9. | Maintenance of Lots and Improvements | 21 |
| Section 10. | Occupancy and Residential Use of Partially Completed Dwelling Unit Prohibited | 21 |
| Section 11. | Occupants Bound..... | 22 |
| Section 12. | Quiet Enjoyment..... | 22 |
| Section 13. | Residential Use..... | 22 |
| Section 14. | Business Use..... | 22 |
| Section 15. | Firearms | 23 |
| Section 16. | Tents, Trailers and Temporary Structures | 23 |
| Section 17. | Model Homes | 23 |
| Section 18. | Non-Applicability to Association..... | 29 |
| Section 19. | Sales Office | 23 |
| Section 20. | Sanitary Waste Disposal..... | 23 |
| Section 21. | Fences & Walls..... | 24 |
| ARTICLE XI ASSESSMENTS | | 29 |
| Section 1. | Annual Accounting..... | 29 |

| | |
|---|----|
| Section 2. Proposed Annual Budget..... | 30 |
| Section 3. Regular Assessments..... | 30 |
| Section 4. Special Assessments..... | 32 |
| Section 5. Failure of Owner to Pay Assessments..... | 32 |
| Section 6. Initial Budgets and Assessments..... | 34 |
| Section 7. Initial Working Capital and Start-Up Fund..... | 34 |
| Section 8. Compliance with Ohio Code..... | 35 |
| ARTICLE XII MORTGAGES..... | 35 |
| Section 1. Notice to Association..... | 35 |
| Section 2. Notice of Unpaid Assessments..... | 35 |
| ARTICLE XIII INSURANCE..... | 35 |
| Section 1. Insurance..... | 35 |
| Section 2. Insurance by Owners..... | 36 |
| ARTICLE XIV CASUALTY AND RESTORATION..... | 36 |
| ARTICLE XV AMENDMENT OF DECLARATION..... | 37 |
| Section 1. Generally..... | 37 |
| Section 2. Amendments by DECLARANT Only..... | 38 |
| ARTICLE XVI ACCEPTANCE AND RATIFICATION..... | 39 |
| ARTICLE XVII NEGLIGENCE..... | 39 |
| ARTICLE XVIII BENEFIT AND ENFORCEMENT..... | 39 |
| Section 1. Covenants Appurtenant to Land..... | 39 |
| Section 2. Prosecution of Violations..... | 40 |
| ARTICLE XIX MISCELLANEOUS..... | 40 |
| Section 1. Costs and Attorney Fees..... | 40 |
| Section 2. Waiver..... | 40 |
| Section 3. Severability Clause..... | 41 |
| Section 4. Pronouns..... | 41 |
| Section 5. Interpretation..... | 41 |
| Section 6. Delegation of Use of the Common Areas..... | 41 |
| Section 7. The Plat..... | 41 |
| Section 8. Grievance Resolution..... | 41 |

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
[SUBDIVISION NAME] SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions (“Declaration”) of [Subdivision Name] (hereinafter “Subdivision,” “Community” or “[Subdivision Name]”) is made this ____ day of _____, 202__, by [DEVELOPER] (the “**DECLARANT**”).

WITNESSETH:

RECITALS

WHEREAS, **DECLARANT** is the Owner of real estate in [County Name] County, State of Ohio, more particularly described in **Exhibit A** attached and made a part hereof, comprised of approximately _____ acres; and

WHEREAS, **DECLARANT** desires and intends to create on the Real Estate a residential community with public streets, with identification signage, and complimentary landscaping at the entranceway and with open spaces and with common areas for surface water management while also serving as open space, all for the benefit of such residential community, to be known as “[Subdivision Name] Subdivision” as shown on **Exhibit B**; and

WHEREAS, **DECLARANT** intends to develop the [Subdivision Name] Subdivision in separate sections, all of which comprise the [Subdivision Name] Subdivision, beginning with an initial section comprised of approximately _____ acres known as [Subdivision Name] Section 1 as shown on **Exhibit C**; and

WHEREAS, **DECLARANT** desires to provide, subject to this Declaration, a common interest community which addresses commonly owned real estate, their maintenance and other obligations, and the finances to honor these and other community obligations; and

WHEREAS, **DECLARANT** desires to subject the Initial Tract to certain rights, privileges, covenants, restrictions, easements, assessments, charges and liens, each and all to the extent herein provided, for the benefit of the Initial Tract and each Owner of all or part thereof; and

WHEREAS, **DECLARANT** deems it desirable, to accomplish these tasks in said Initial Tract, to create an organization to which shall be delegated and assigned the powers of supervising, maintaining and administering any common areas and maintenance expense areas detailed in the Initial Tract, administering and enforcing the covenants and restrictions contained in this Declaration, collecting and disbursing the assessments and charges imposed and created hereby and hereunder, and promoting the common interest of the Owners of the Initial Tract, and all parts thereof; and

WHEREAS, **DECLARANT** has caused “[Subdivision Name] Homeowners Association, Inc.” to be incorporated under the provisions of Chapter 1702 of the Ohio Revised Code, as the referenced organization for the purpose of exercising such functions;

NOW THEREFORE, **DECLARANT**, as Owner of the Initial Tract hereby declares that the Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth.

ARTICLE I DEFINITIONS

Definitions. The following words and terms, when used herein or in any supplement or amendment hereto, unless the context clearly requires otherwise, shall have the following meanings:

(a) “Additional Property” shall mean any real estate, excluding the Initial Tract, which may in part or in total be made subject to this Declaration but **ONLY** if the Additional Property is developed as a subdivision for detached single family homes;

(b) “Applicable Date” shall mean and refer to the date determined pursuant to Article IV of this Declaration; and refers to the time at which the **DECLARANT** relinquishes control of the governance of the Association as detailed on Article IV;

(c) “Articles” shall mean and refer to the Articles of Incorporation of the Association, as the same may be amended from time to time;

(d) “Association” or “HOA” shall mean and refer to [Subdivision Name] Homeowners Association, Inc., an Ohio nonprofit corporation organized under Chapter 1702 of the Ohio Revised Code, which **DECLARANT** has caused to be incorporated under said name, and its successors and assigns;

(e) “Board” or “Board of Directors” shall mean and refer to the governing body of the Association elected, selected or appointed as provided for in the Articles, Bylaws and this Declaration;

(f) “Bylaws” shall mean and refer to the Code of Regulations of the Association attached hereto as Exhibit D, as the same may be amended from time to time;

(g) “Code” shall mean and refer to the Ohio Nonprofit Corporation Law, Chapter 1702 of the Ohio Revised Code, as amended;

(h) “Committee” shall mean and refer to the “[Subdivision Name] Architectural Control Committee”, the same being the committee or entity established pursuant to Article IX of this Declaration for the purposes therein stated;

(i) “Common Areas” denominated by such title [or “Open Space or such similar term] on recorded plats (“Plats”) of this community and will ultimately be transferred in legal title to the HOA by the **DECLARANT** and thereafter be commonly owned by the HOA. Common areas limited in use to less than all of the Owners, if any, are labeled “Limited Common Area.” All common areas not labeled Limited Common Area are general Common Areas available to all Owners in the Subdivision.

Subject to the tree preservation requirements contained herein, the HOA at all times herein has rights as respects these common areas to regulate the use thereof, to make and/or remove improvements thereon (except for the removal of fencing installed by **DECLARANT** (other than to repair or replace such fencing)), including but not limited to landscaping, and to provide utilities thereto with the attendant responsibility to care for and maintain same. Illustrative of such areas are the common areas denominated as such on Exhibit B.

The **DECLARANT** expects to convey legal title to Common Areas to the HOA as soon after the Applicable Date as any related mortgage of **DECLARANT** thereon is satisfied in full but reserves the right to transfer such title earlier in **DECLARANT**'s sole discretion. The Board, after the initial Board is replaced, is empowered to accept title subject to a mortgage if it is satisfied with assurances of payment thereof by **DECLARANT**. **DECLARANT** reserves the right to relocate and/or reconfigure the open space or common areas as precise engineering for the site may dictate;

(j) “Common Expenses” shall refer to expenses of administration of the HOA and for their exercised rights and obligations detailed in the definitions for “Common Areas” and “Maintenance Expense Areas” and shall also include the cost of overseeing areas designated on recorded Plats of [Subdivision Name] labeled “Common Area” [or “Open Space”];

(k) “Community” or “Project” refers to the [Subdivision Name] area depicted on Exhibit B as it is developed and as it continues to exist after the Applicable Date;

(l) “**DECLARANT**”, ALSO KNOWN AS “**DEVELOPER**”, SHALL MEAN AND REFER TO [**DEVELOPER**] AND ANY SUCCESSORS AND THEIR ASSIGNS INCLUDING, BUT NOT LIMITED TO, ANY MORTGAGEE ACQUIRING TITLE, TO ANY PORTION OF THE REAL ESTATE PURSUANT TO THE EXERCISE OF RIGHTS UNDER, OR FORECLOSURE OF, A MORTGAGE EXECUTED BY **DECLARANT**;

(m) “Dwelling Unit” shall refer to a single free-standing residential structure on an individual lot or multiple lots;

(n) “Initial Tract” shall refer to the **Exhibit C** real estate to be platted [Subdivision Name] Section 1, and shall be comprised of ___ Lots;

(o) “Lot” means any plot of ground designated as such upon the recorded final plat(s) of [Subdivision Name] (the “Final Plat(s)”), and upon which one (1) Dwelling Unit is constructed or is to be constructed. When Lot is used it shall be deemed to include the Dwelling Unit, if any, located thereon;

(p) “Maintenance Expense Areas” certain aesthetic, informational and other amenities influenced by the natural features of the Real Estate have been used in the development design to differentiate this community from other communities. As a consequence thereof, easement areas or improvements in dedicated rights-of-ways have or will be created shown on recorded plats that reserve to **DECLARANT** and after the Applicable Date the HOA certain rights and/or responsibilities. Illustrative of these areas are the following:

- (1) Common Areas and any dedicated common access thereto. These areas shall not include easement areas across lots nor any Tree Preservation Areas on such lots, which maintenance shall be the responsibility of the respective Owners.
- (2) The identification walls at the Community entrances and complimentary landscaping and possibly water and electric service for such identification within easements designated on recorded plats.
- (3) If the **DECLARANT** or the HOA after the Applicable Date contracts, under lease, with an electric utility to install street lighting in [Subdivision Name] the lease payments shall be a common expense.
- (4) Maintenance and repair of the fencing in Common Areas as indicated on the Plat for the Subdivision, and maintenance and preservation of trees in any Tree Preservation Areas in the Common Areas.

(q) “Member” means a Member of the Association;

(r) “Mortgagee” shall mean and refer to the holder of a recorded first mortgage lien on a Lot or Dwelling Unit;

(s) “Open Space Areas/Common Areas.” In addition to the retention ponds being open space areas, other space labeled as noted is contemplated, some of which may be Limited Common Area;

(t) “Owner” shall mean and refer to the record Owner, whether one or more Persons, of the fee simple title to any Lot, but in any event shall not include or mean or refer to

a mortgagee or tenant unless and until such mortgagee or tenant has acquired title to any Lot, but upon so acquiring title to any Lot a mortgagee or tenant shall be an Owner;

(u) "Person" shall mean and refer to an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof;

(v) The "Real Estate" shall mean and refer to the parcel of real estate in [County Name] County, Ohio, described in Exhibit "A" attached to this Declaration and subject thereto, as referred to in the first recital clause of this Declaration;

(w) The description of "[Subdivision Name], Section 1" consists of _____ (___) Lots numbered 1 through ___ inclusive. Consequently, the legal description for each Lot in this subdivision shall be as follows:

[INSERT LEGAL DESCRIPTION BASED ON PLAT]

(x) "Restrictions" shall mean and refer to the agreements, conditions, covenants, restrictions, easements, assessments, charges, liens and all other provisions set forth in this Declaration, as the same may be amended from time to time (see Article X);

(y) "Rules and Regulations" are the rules and regulations relative to the use, occupancy, operation and enjoyment of the Real Estate, Common Areas and individual Lots that are part of this Subdivision.

(z) "Tree Preservation Area(s)" shall mean those areas designated as such on any Plat, subject to drainage improvements, drainage easements as required by applicable law or local authority, and such other easements as are shown on the Plats or other plans for the Community.

Other Terms. Other terms and words defined elsewhere in this Declaration shall have the meanings herein attributed to them.

ARTICLE II DECLARATION

DECLARANT hereby expressly declares that the Initial Tract shall be held, transferred and occupied subject to the Restrictions as covenants running with the Real Estate. The Owners of any Lot subject to these Restrictions, and all other Persons, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from **DECLARANT** or a subsequent Owner of such Lot, or (ii) by the act of occupancy of any Lot, shall conclusively be deemed to have accepted such deed, executed such contract and undertaken such occupancy subject to each Restriction and agreement herein contained. By acceptance of such deed, or execution of such contract, or undertaking such occupancy, each Owner and all other Persons acknowledge the rights and powers of **DECLARANT**, the

Committee and of the Association with respect to these Restrictions, and also for itself, its heirs, personal representatives, successors and assigns, covenant, agree and consent to and with **DECLARANT**, the Committee, the Association, and the Owners and subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreement.

ARTICLE III OBLIGATIONS OF DECLARANT

DECLARANT has constructed or provided for, or will prior to the Applicable Date construct or provide for, the following:

- (a) a storm drainage system for the Initial Tract, including structures and drainage courses;
- (b) at the sole discretion of the **DECLARANT**, the installation in the designated easements of the subdivision identification signage and landscaping at the entranceway to [Subdivision Name] and possible water and electric service to accommodate same; and
- (c) the Common Areas described in Article I(1)(i).

ARTICLE IV ASSOCIATION; MEMBERSHIP; VOTING; FUNCTIONS

Membership in Association. **DECLARANT** and each Owner of a Lot shall, automatically upon becoming an Owner, be and become a Member of the Association and shall remain a Member until such time as his ownership of a Lot ceases, but membership shall terminate when such Owner ceases to be an Owner, and membership will be transferred to the new Owner of his Lot; provided, however, that any Person who holds the interest of an Owner in a Lot merely as security for the performance of an obligation shall not be a Member until and unless he realizes upon his security, at which time he shall automatically be and become an Owner and a Member of the Association.

Section 2. Voting Rights. The Association shall have the following classes of membership, with the following voting rights:

- (a) Class A. Class A Members shall be all Owners except Class B Members. Each Class A Member shall be entitled to one (1) vote for each Lot of which such Member is the Owner with respect to each matter submitted to a vote of Members upon which the Class A Members are entitled to vote. When more than one (1) Person constitutes the Owner of a particular Lot, all such Persons shall be Members of the Association, but all of such Persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine and as amplified in the Bylaws if such determination is unavailable, but

in no event shall more than one (1) vote be cast with respect to any such Lot. Attendance at properly called Association meetings by one Member of a jointly titled Lot shall vest in such sole attending Member the entire one (1) vote;

(b) Class B. Class B Members shall be **DECLARANT** and all successors and assigns of **DECLARANT** designated herein as **DECLARANT** as Class B Members in a written notice mailed or delivered to the resident agent of the Association. Each Class B Member shall be entitled to four (4) votes for each Lot designated on [SUBDIVISION NAME] Plat(s), including Exhibit B, on all matters requiring a vote of the Members of the Association. THE CLASS B MEMBERSHIP SHALL CEASE AND TERMINATE UPON THE FIRST TO OCCUR OF:

(i) THIRTY (30) DAYS AFTER THE DATE UPON WHICH THE WRITTEN RESIGNATION OF THE CLASS B MEMBERS IS DELIVERED TO THE RESIDENT AGENT OF THE ASSOCIATION; OR

(ii) THIRTY (30) DAYS AFTER THE DATE WHEN ALL LOTS SUBJECT TO THIS DECLARATION ARE TITLED IN NAMES OTHER THAN THE **DECLARANT** OR AN ASSIGNEE OF THE **DECLARANT**.

THE DATE DETERMINED BY SECTION 2(B) ABOVE IS HEREINAFTER REFERRED TO AS THE "APPLICABLE DATE".

After the Applicable Date, Class B memberships shall be converted to Class A memberships, and each former Class B Member shall be entitled to one (1) Class A membership for each Lot owned.

The total possible votes for Class A Members prior to the Applicable Date considering only the Initial Tract is _____. The total votes for Class B Members prior to the Applicable Date considering only the Initial Tract is _____.

Section 3. Functions. The Association has been formed for the purpose of providing for the maintenance, repair, replacement, administration, operation of the Article III matters and, to pay any other necessary expenses and costs related thereto, and to perform such other functions as may be designated for it to perform under this Declaration.

ARTICLE V BOARD OF DIRECTORS

Management. The business and affairs of the Association shall be governed and managed by the Board of Directors. No person shall be eligible to serve as a Member of the Board of Directors unless he is, or is deemed in accordance with this Declaration to be, an Owner, or a person appointed by **DECLARANT** as provided in Section 2 of this Article V.

Initial Board of Directors. The initial Board of Directors shall be composed of the persons designated pursuant to the Bylaws (herein referred to as the “Initial Board” or “Board”), who have been or shall be appointed by **DECLARANT**. Notwithstanding anything to the contrary contained in, or any other provision of, this Declaration, the Articles, the Bylaws or the Code (a) the Initial Board shall hold office until the first annual meeting of the Members of the Association occurring on or after the Applicable Date, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever prior to such first annual meeting occurring on or after the Applicable Date determined as provided above, every such vacancy shall be filled by a person appointed by **DECLARANT**, who shall thereafter be deemed a Member of the Initial Board. Each Owner, by acceptance of a deed to a Lot, or by acquisition of any interest in a Dwelling Unit by any type of judicial acts inter vivos or causa mortis, or otherwise, shall be deemed to have appointed **DECLARANT** as such Owner’s agent, attorney-in-fact and proxy, which shall be deemed coupled with an interest and irrevocable until the Applicable Date determined as provided above, to exercise all of said Owner’s right to vote, and to vote as **DECLARANT** determines, on all matters as to which Members of the Association are entitled to vote under the Declaration, the Articles, the Bylaws, the Code or otherwise. This appointment of **DECLARANT** as such Owner’s agent, attorney-in-fact and proxy shall not be affected by incompetence of the Owner granting the same. Each Person serving on the Initial Board, whether as an original Member thereof or as a Member thereof appointed by **DECLARANT** to fill a vacancy, shall be deemed a special member (“Special Member”) of the Association and an Owner solely for the purpose of qualifying to act as a Member of the Board of Directors and for no other purpose. No such person serving on the Initial Board shall be deemed or considered a Member of the Association nor an Owner of a Lot for any other purpose (unless he is actually the Owner of a Lot and thereby a Member of the Association).

Additional Qualifications. Where an Owner consists of more than one Person or is a partnership, corporation, trust or other legal entity, then one of the Persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot or Dwelling Unit may be represented on the Board of Directors by more than one Person at a time.

Term of Office, Vacancy and Number of Directors After the Applicable Date.

(a) Term. Subject to the provisions of Section 2 of this Article V, the entire membership of the Board of Directors shall be elected at each annual meeting of the Association. The Initial Board shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the first annual meeting of the Members occurring on or after the Applicable Date provided herein. After the Applicable Date, each Member of the Board of Directors shall be elected for a minimum term of one (1) year. Each Director shall hold office throughout the term of such Director’s election and until a successor is elected and qualified.

(b) Number of Directors After Applicable Date. The number of Directors to serve on the Board after the Applicable Date shall be a minimum of three (3) with a maximum of nine (9).

(c) Vacancies. Subject to the provisions of Section 2 of this Article V as to the Initial Board, any vacancy or vacancies occurring in the Board after the Applicable Date shall be filled by a vote of a majority of the remaining Members of the Board or by vote of the Owners if a Director is removed in accordance with Section 5 of this Article V. The Director so filling a vacancy shall serve until the next annual meeting of the Members and until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director so removed or in respect to whom there has otherwise been a vacancy. Any vacancy in a Director position that was appointed by **DECLARANT** must be replaced by a person designated by **DECLARANT**.

Removal of Directors. A Director or Directors, except the members of the Initial Board, may be removed with or without cause by vote of a majority of the votes entitled to be cast at a special meeting of the Owners duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners or until his successor is duly elected and qualified. Any vacancy in a Director position that was appointed by **DECLARANT** must be replaced by a person designated by **DECLARANT**.

Duties of the Board of Directors. The Board of Directors shall be the governing body of the Association representing all of the Owners and being responsible for the functions and duties of the Association, including but not limited to providing for the administration of the Real Estate, the management, maintenance, repair, upkeep and replacement of the Common Areas (unless the same are otherwise the responsibility or duty of Owners), and the collection of Regular Assessments and/or Special Assessments (collectively, the "Assessments") and other income, and disbursement of the Common Expenses. After the Applicable Date, the Board may employ a managing agent ("Managing Agent") upon such terms as the Board shall find, in its discretion, reasonable and customary. The Managing Agent, if one is employed, shall assist the Board in carrying out its duties, which include, but are not limited to:

(a) procuring of utilities used in connection with the Lots, Dwelling Units and Common Areas (to the extent the same are not provided and billed directly to Owners of Lots and Dwelling Units by utility companies);

(b) assessment and collection from the Owners of the Owners' respective shares of the Common Expenses;

(c) preparation of the proposed annual budget, a copy of which will be distributed, delivered and otherwise made available to each Owner at the same time as the notice of the annual or special meeting at which the same is to be acted upon is mailed or delivered;

(d) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; if possible, such accounting shall be distributed, delivered and otherwise made available to each Owner simultaneously with the distribution and publication of the proposed annual budget for the current year;

(e) keeping a current, accurate and detailed record of receipts and expenditures affecting the Common Areas and the business and affairs of the Association, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an Owner at any time during normal business hours by reasonable pre-arrangement;

(f) procuring and maintaining for the benefit of the Association, the Owners, any Managing Agent and the Board the insurance coverages required under this Declaration, the Code, Chapter 5312 of the Ohio Revised Code, and such other insurance coverages as the Board, in its sole discretion, may deem necessary or advisable;

(g) paying any other necessary expenses and costs in connection with the Common Areas (including open space common areas) and including the overseeing of open space preservation areas that are not common areas but instead are impositions by easement within the confines of Lots; and

(h) all duties and obligations imposed upon the Association or the Board under this Declaration, the Articles, the Bylaws, the Code or Chapter 5312 of the Ohio Revised Code.

Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of its duties. These powers include, but are not limited to, the power:

(a) to employ a Managing Agent to assist the Board in performing its duties;

(b) to purchase, lease or otherwise obtain for the Association, to enable it to perform its functions and duties, such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors;

(c) to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;

(d) to employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas, and to perform all other maintenance, upkeep, repair and replacement duties of the Association and the Board;

(e) to include the costs of performing all of its functions, duties and obligations as Common Expenses and to pay all of such costs therefrom;

(f) to open and maintain a bank account or accounts in the name of the Association;

(g) to promulgate, adopt, revise, amend and alter from time to time such additional Restrictions, Rules and Regulations with respect to use, occupancy, operation and enjoyment of the Real Estate (Lots) and the Common Areas (in addition to those set forth in this Declaration) including but not limited to charging uniform fees for the use of Common Areas and to set and charge fees for late payment of assessments and fines for violations of Restrictions, Rules and Regulations as the Board, as allowed by Ohio law, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered to all Owners; any elimination, modification, or addition of Restrictions, Rules and Regulations shall require the written approval of the **DECLARANT** so long as **DECLARANT** owns any lot, which approval shall not be unreasonably delayed, conditioned, or withheld.

(h) to grant to such public or private companies, entities or bodies as the Board may approve, such easements as may be necessary to provide the Lots, Dwelling Units, and Common Areas with facilities for utility and similar services, including but not limited to cable television facilities and service, provided that such easements are located within or are coextensive with any one or more utility easements, maintenance and access easement, landscape and maintenance easements, shown upon, and identified as such on, or provided for in, any subdivision plat of the Real Estate, whether such plat is heretofore or hereafter recorded;

(i) shall have the right to convey title of Common Area to Owners to correct any overlaps or encroachments; and

(j) to borrow funds to perform its duties for the benefit of the Association and Owners and use the assessments as collateral, if collateral is required, to secure such financing.

Limitation on Board Action. After the Applicable Date, the authority of the Board shall be in accordance with Chapter 5312 of the Ohio Revised Code, and further limited to contracts involving a total expenditure of less than Thirty Thousand and No/100 Dollars (\$30,000.00) per year without obtaining the prior approval of a majority of the cumulative vote of the Owners, except that in the following cases such approval shall not be necessary:

(a) contracts for replacing or restoring portions of the Common Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received or for which the insurance carrier has acknowledged coverage;

(b) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; and

(c) expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

Compensation. No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority vote of the Owners. The Managing Agent, if any is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

Non-Liability of Directors. The Directors shall not be liable to the Owners or any other Persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association.

Additional Indemnity of Directors. The Association shall indemnify, hold harmless and defend any Person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director of the Association, against the reasonable expenses, including attorney fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director is liable for gross negligence or misconduct in the performance of his duties. The Association shall also reimburse to any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such Director was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent (if any) or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors. All Directors shall sign a commitment of professional behavior and agreement to avoid conflicts of interest.

Bond. The Board of Directors may provide surety bonds and may require the Managing Agent (if any), the treasurer of the Association, and such other officers as the Board deems necessary, to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors and any such bond shall specifically include protection for any insurance

proceeds received for any reason by the Board. The expense of any such bonds shall be a Common Expense.

Initial Management. Notwithstanding anything to the contrary contained in this Declaration, **DECLARANT** shall have, and **DECLARANT** hereby reserves to **DECLARANT**, the exclusive right to manage or designate a Managing Agent for the Real Estate and Common Areas, and to perform all the functions of the Association, until the Applicable Date. **DECLARANT** may, at its option, engage a Managing Agent affiliated with it to perform such functions and, in either case, **DECLARANT** or such Managing Agent shall be entitled to reasonable compensation for its services so long as **DECLARANT** secures **DECLARANT's** written consent to a required written contract which will not be unreasonably delayed, conditioned, or withheld. After the Applicable Date, the HOA shall be required to hire a professional management company, as a Managing Agent, to perform the administration duties of the HOA, including accounting, billing, contracting and other similar duties.

ARTICLE VI REAL ESTATE TAXES; UTILITIES

Real Estate Taxes. Real estate taxes on each Lot, and on any Dwelling Unit or other improvements on each Lot, are to be separately assessed and taxed to each Lot and shall be paid by the Owner of such Lot.

Utilities. Each Owner shall pay for his own utilities which, to the extent possible, shall be separately metered to each Lot and Dwelling Unit. Utilities which are not separately metered to an Owner's Lot or Dwelling Unit including utilities (if any) to community identification signage shall be treated as and paid as part of the Common Expense, unless otherwise determined by the Association.

ARTICLE VII ENCROACHMENTS AND EASEMENTS IN COMMON AREAS

If by reason of inexactness of construction, settling after construction, or for any other reasons, any Common Areas encroach on any Lot, an easement shall be deemed to exist and run to the Association for the maintenance, use and enjoyment of such Common Areas.

Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities, if any, in the Common Areas and serving his Dwelling Unit.

ARTICLE VIII
DELINEATION OF HOMEOWNERS ASSOCIATION VERSUS LOT OWNERS'
MAINTENANCE, ETC. OBLIGATIONS

Homeowners Association Obligations. Maintenance of the Common Areas, unless the same is otherwise the responsibility or duty of Owners of Lots shall be provided by the Association, however, this duty shall not include or be deemed or interpreted as a requirement that the Association, the Board or any Managing Agent must provide any on-site or roving guards, security service or security system.

Maintenance of Individual Lots. Except as otherwise noted, each Owner shall be responsible for maintaining and keeping his Lot and all improvements thereon not provided by the Association in a good, clean and sanitary condition, with an appearance which is complementary to the Subdivision. If any Owner shall fail to maintain and keep his property or any part thereof in a good, clean and sanitary condition with an exterior appearance up to the general standards of [Subdivision Name], the Association may perform any work necessary and charge the Owner thereof for such cost which shall be immediately due, and shall be secured by the Association's lien on the Owner's property in like manner to liens created for Assessments hereunder. Each Owner, by his acceptance of a deed to any Lot, irrevocably grants to the Association, its agents and employees, the right to enter upon, across and over the Lot owned by such Owner under such conditions as are reasonably necessary to affect the maintenance, cleaning, repair or other work permitted herein and agrees to reimburse the Association for all legal and administrative charges and court cost incurred to require an Owner to comply with the covenants, restrictions and rules and regulations of the Association.

Damage to or Abuse of Common Area. If, due to the willful, intentional or negligent acts or omissions of an Owner, or of a member of the Owner's family, or of a guest, tenant, or invitee or other occupant or visitor of the Owner, damage is caused to Common Areas or repairs and maintenance are accelerated relative to the Association's obligations and some maintenance or repairs are required, the Owner shall be required to pay for such damage. Upon demand by the Board, the cost of such repairs shall be immediately due and payable, and if not paid, a lien in like manner to the lien under Assessments may attach to the Owner's property, and costs of collection and reasonable attorney fees shall be added to any judgment entered on behalf of the Association.

Access to Lots and Easements. The authorized representatives of the **DECLARANT**, the Association, the Board and the Managing Agent for the Association (if any) shall be entitled to reasonable access to any Lot as may be required in connection with maintenance, repairs or replacements of or to the Common Areas and items, including, but not limited to, access to any easements reserved, granted or created by any [Subdivision Name] subdivision plat or of any portion of the Real Estate for such purposes.

Storm Water Quality and Best Management Practices. This Community has been designed and developed in accordance with the City of _____'s Storm Water Drainage Ordinance. As part of said ordinance, it is required to install and maintain devices known as Best Management Practices ("BMP's"). BMP's are designed to filter impurities in the storm water runoff from the community, preventing said impurities from entering into creeks, streams and rivers and are generally located near the detention ponds at the outlets of the storms sewers. Over time, as these impurities are collected within the BMP's, it will become necessary to have the impurities removed. Upon recording of the plats for the Community, the Association shall become responsible for the operation and maintenance and any costs or fees associated with all BMP's installed in the Community.

As part of the pre-construction approval process, the City of _____ requires that "BMP Operation and Maintenance Manuals" be submitted for the Community. By reference hereto, all BMP Operation and Maintenance Manuals that have been submitted are incorporated into and made a part of this Declaration. Any additional BMP Operation and Maintenance Manuals that are submitted for the Community, if any, shall also be incorporated into and made a part of this Declaration by reference.

ARTICLE IX ARCHITECTURAL STANDARDS

Nothing, including any fence, deck, retaining walls, recreational equipment (including basketball goals, swing sets and play sets or other play equipment), or any structure, storage shed, doghouse or other improvements, shall be erected on any Lot, and no construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, no exterior alteration or modification of any residence or existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the Committee has been obtained pursuant to this Article.

THIS ARTICLE SHALL NOT APPLY TO THE ACTIVITIES OF THE DECLARANT NOR TO CONSTRUCTION OR IMPROVEMENTS OR MODIFICATIONS TO THE COMMON AREAS BY OR ON BEHALF OF THE ASSOCIATION.

THIS ARTICLE MAY BE AMENDED BY DECLARANT, BUT NOT WITHOUT THE DECLARANT'S WRITTEN CONSENT SO LONG AS THE DECLARANT OWNS ANY LAND SUBJECT TO THIS DECLARATION, WHICH CONSENT SHALL NOT BE UNREASONABLY DELAYED, CONDITIONED OR WITHHELD.

This Committee has the right to assign to the property manager to approve some or all Architectural Control Requests that fall within the scope of the Architectural Standards, Guidelines, Rules and Covenants. If the property manager determines the documents provide

inadequate direction the property manager should seek guidance from the Committee and the Board of Directors.

Architectural Control Committee. There shall be, and hereby is, created and established the “[Subdivision Name] Architectural Control Committee” (“Committee”), consisting of **DECLARANT**, which shall have exclusive jurisdiction over all construction on any portion of the Lots. UNTIL ONE HUNDRED PERCENT (100%) OF THE LOTS HAVE BEEN DEVELOPED AND CONVEYED TO PURCHASERS in the normal course of development and sale, the DECLARANT, or not more than five (5), nor less than three (3), Persons designated by it, SHALL CONSTITUTE THE COMMITTEE AND SHALL SERVE AT THE DISCRETION OF THE DECLARANT. THERE SHALL BE NO SURRENDER OF THIS RIGHT PRIOR TO THAT TIME EXCEPT IN A WRITTEN INSTRUMENT IN RECORDABLE FORM EXECUTED BY THE **DECLARANT**. **DECLARANT** RESERVES THE RIGHT TO DELEGATE COMMITTEE RIGHTS TO ANY OTHER ENTITY AT **DECLARANT’S** DISCRETION. After the sale of one hundred percent (100%) of the Lots, the Committee shall be a standing committee of the Association, consisting of not more than five (5), nor less than three (3), Persons as may, from time to time, be provided in the Bylaws. If the Bylaws do not at any time provide for the Committee, then the Board shall be and constitute the Committee.

Approval Process. The Committee has prepared and promulgated, on behalf of the Board of Directors, design and development guidelines and application and review procedures. Copies are on file in the office of the **DECLARANT** (or the Association, as the case may be) which are incorporated into this Declaration by reference. The guidelines and procedures shall be those of the Association, and the Committee shall have sole and full authority to prepare and to amend them. It shall make the guidelines and procedures available to Owners, builders, and developers who seek to engage in development of or construction, modification, addition or alteration made on or to any existing structure, upon all or any portion of the Lots and such Owners and builders shall conduct their operations strictly in accordance therewith. The Committee, or its designee, must give written approval, not to be unreasonably withheld, for any building contractor selected by the Owner for construction.

Prior to any construction on any Lot, the approval of the Committee must be obtained after written application has been made to the Committee by the Owner of the Lot requesting authorization from the Committee. Such written application shall be made in the manner and form prescribed from time to time by the Committee in its guidelines and procedures which will contain requirements to promote the standard of quality of workmanship and design and harmony of external design with existing structures, location in relation to surrounding structures, topography and finish grade elevation as determined by the Committee.

Power of Disapproval. The Committee 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 or 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 Committee;

(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 or with adjacent buildings or structures in the sole opinion of the Committee acting in good faith;

(c) the proposed improvement, or any part thereof, would, in the sole opinion of the Committee acting in good faith, be contrary to the interest, welfare or rights of all or part of other Owners; or

(d) the removal or placement of landscaping or structures in the open space preservation easements.

Duties of Committee. The Committee shall approve or disapprove proposed improvements within sixty (60) calendar days after all required information has been submitted to it. One copy of the submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and in the event that such notification is one of disapproval, it shall specify the reason or reasons therefore. In the event that the Committee fails to provide written notice of approval or to request written notice for additional information within sixty (60) calendar days after submission of all required or requested information, the plans shall be deemed and presumed denied. APPROVAL BY THE COMMITTEE MUST BE IN WRITING, AND NO VERBAL APPROVALS ARE ALLOWED OR AUTHORIZED.

No Waiver of Future Approvals. The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, 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.

Variance. The Committee 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) estop the Committee from denying a variance in other circumstances. For purposes of this Section, 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 Committee shall not be considered hardships warranting a variance.

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 Committee may be excluded by the Committee from the Real Estate without liability to any person, subject to the notice and hearing procedures contained in the Bylaws. 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 **DECLARANT** or the Association.

Non-Liability of DECLARANT and Committee. Neither the **DECLARANT** nor the Committee 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, neither the Committee nor the **DECLARANT** makes, 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.

Inspection. The Committee and the **DECLARANT** and/or any property management organization's personnel may inspect work being performed to assure compliance with these Restrictions, the plat restrictions and applicable regulations. However, neither the Committee, nor any member thereof, nor the **DECLARANT**, nor any agent or contractor employed or engaged by the Committee, 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 Committee, the **DECLARANT** shall be taken or deemed to be or constitute a warranty or guaranty of the work so inspected or approved.

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

ARTICLE X USE RESTRICTIONS/COVENANTS AND REGULATIONS

The following covenants and restrictions contained below and made a part hereof concerning the use and enjoyment of the Lots, Dwelling Units, and Common Areas (and Article VIII) are in addition to any other covenants or restrictions contained herein and in the Final Plat(s) of [Subdivision Name]. All such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the

benefit of and are enforceable by an Owner, or by the Association. In addition to any other remedies herein provided, present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof including reasonable attorney fees, but there shall be no right or reversion or forfeiture resulting from such violation.

Intentionally Omitted.

DECLARANT'S and the Association's Rights to Perform Certain Maintenance and Removal. In the event that the Owner of a Lot shall fail to maintain his Lot and any improvements, or remove any unauthorized item or structure situated thereon in accordance with the provisions of these Restrictions and the provisions of any recorded plat of the Real Estate, the **DECLARANT**, until the Applicable Date, and, thereafter, the Association through its agents and employees or contractors, should have the right to enter upon said Lot and repair, mow, clean, remove or perform such other acts as may be reasonable necessary, to make such Lot and improvements situated thereon, if any, conform to the requirements of these Restrictions and the provisions contained in any such plat. The cost thereof to the **DECLARANT** or the Association shall be collected as a special assessment against such Owner and his Lot in the manner provided for herein for the collection of Common Expenses. Neither the **DECLARANT** nor the Association, nor any of its agents, employees or contractors, shall be liable for any damage with may result from any maintenance work performed hereunder.

Ditches and Swales and Erosion Control. It shall be the duty of the Owner of any Lot on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed (both by improvements and plant material) and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary. It shall be the duty of the Owner of any Lot to establish as needed and to maintain all erosion control on his or her respective Lot.

Drilling. No oil or water 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.

Ground Elevations and Erosion Control. It shall be the Owner's responsibility to maintain and comply with all building and site finish ground elevations and erosion control as finally required and approved by the [City/Town] of _____, [County Name] County as evidenced upon the final construction plan for the development of this subdivision.

Insurance Impact. Nothing shall be done or kept by an Owner in any Dwelling Unit, or on any Lot, or on any of the Common Areas, which will cause an increase in the rate of insurance on any Common Areas. No Owner shall permit anything to be done or kept in his Dwelling Unit or on his Lot which will result in a cancellation of insurance on any part of the Common Areas, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

Landscape Easements. There are strips and areas of ground shown titled as various easements on the Final Plat for the Real Estate which are hereby reserved for the use of Owners of Lots to the extent and limited for the purposes set forth in the Declaration and for the use of **DECLARANT** and Association for the installation, maintenance, repair and replacement of the matters detailed in Article I(1)(i) requiring maintenance. Except as installed and maintained by Owners, pursuant to the requirements of the Declarations, or by **DECLARANT** and the Association, no permanent or other structure (except walls, sidewalks and fences otherwise permitted hereby or by the **DECLARANT** and approved by the Board) shall be erected or maintained on said strips and areas by the Owner of any Lot subject to any such "Landscape Easement", and the Owners of such Lots affected by any such "Landscape Easement" shall take and hold title to their Lots subject to the foregoing rights of the **DECLARANT** and the Association and shall not do or permit to be done anything which will obstruct or interfere with or remove any installations or landscaping made by the **DECLARANT** or Association in any such "Landscape Easement". The foregoing grant of rights to the **DECLARANT** shall not impose an obligation on the **DECLARANT** to undertake such maintenance unless it elects to do so.

Tree Preservation. Owners of Lots shall not remove trees or vegetation within the Tree Preservation Areas except as necessary for the clearing of dead trees, the clearing of noxious weeds, or the removal of trees as necessary for public health and safety. Except as set forth in the preceding sentence, each tree within the Tree Preservation Areas which is badly damaged or destroyed by a builder or by an Owner during the course of construction activities or after occupancy shall be replaced within one (1) year with a tree which is at least two and one-half inches (2.5") in diameter (measured six inches (6") above the ground). Any trees which are replaced pursuant to the terms and conditions of this paragraph and which die within one (1) year of their planting shall promptly be replaced with a substantially similar tree. The person responsible for replacing such tree hereunder, either initially or, if necessary, within the one (1) year period of their planting, will be the Owner of the Lot upon which the tree was originally located or, if the tree was damaged or destroyed by a builder or another Owner in the course of construction of a dwelling on another Lot in the Subdivision, the Owner of the Lot upon which such dwelling was being constructed will be responsible for replacing any such tree within the Tree Preservation Area. Similarly, any other vegetation (shrubs, wild flowers, underbrush, etc.) that is damaged or destroyed shall be replaced with similar plants, with the responsibility for replacement being consistent with that described above for trees. The provisions of this Section imposing responsibility upon an Owner for the replacement of any such tree are for the benefit of the Association and Subdivision and shall not be deemed or

construed as limiting, in any way, the liability of any builder to any Owner and/or the Association for any damage to any trees in the Tree Preservation Areas. Trees and vegetation within any such Tree Preservation Areas shall be permanently maintained by the Owner of the applicable portion of the Real Estate and successors in title. Periodic maintenance, seasonal plantings and the like shall not be subject to the restriction in this Section. During construction, builders shall provide adequate physical barriers such as straw bales or snow fencing to protect designated trees and vegetation to be preserved from damage by construction equipment and activities.

Maintenance of Lots and Improvements. It shall be the responsibility of each Owner to prevent the occurrence of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the forgoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Real Estate. No waste shall be committed in any Dwelling Unit or on any Lot. Each Owner shall:

(a) Mow the Lot at such times as may be reasonably required in order to keep the grass & other vegetation no longer than four (4) inches and prevent the unsightly growth of weeds. Notwithstanding the foregoing, vacant Lots owned by Declarant shall be mowed by Declarant at such times as necessary so that the maximum height of the grass on those Lots shall not exceed twelve (12) inches.

(b) Remove all debris or rubbish from the Lot;

(c) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate;

(d) Cut down and remove dead trees from the Lot;

(e) Where applicable, prevent debris and foreign material from entering drainage areas; and

(f) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

(g) Screen all wood piles.

Occupancy and Residential Use of Partially Completed Dwelling Unit Prohibited. No Dwelling Unit constructed on any of the Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the Dwelling Unit shall have been substantially completed shall be made by the Board and such decision shall be binding on all parties, however, if an occupancy

permit from a governmental authority is involved, the issuance thereof shall be deemed substantial completion.

Occupants Bound. All provisions of the Declaration, Bylaws and of any rules and regulations or use restrictions 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 Owner. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws 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, Bylaws and rules and regulations adopted pursuant thereto.

Quiet Enjoyment. No portion of the Real Estate shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Real Estate that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants or surrounding property. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Real Estate. For greater clarification, no Owner shall knowingly or willfully make or create an unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of the Owners or allow any such noise or disturbance to be made on his or her Lot, including any noise by the use of musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other machines or equipment. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence is in any way obnoxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Real Estate. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Real Estate. Also, excessive grass clippings from the mowing of lawns or other lawn/tree rubbish will not be allowed to be left on any street within the development.

Residential Use. The Real Estate shall be used only for single family residential purposes; provided, however, that such restriction shall not apply to any Lot or part thereof or any other part of the Real Estate at any time owned by the Association which constitutes a part of the Common Areas and upon which no Dwelling Unit is located.

Business Use. No individual garage sale, moving sale, rummage sale or similar activity and no trade or business may be conducted in or from any Lot, except that an Owner or occupant of a Lot may conduct business activities within the Dwelling Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling Unit; (b) the business activity conforms to all zoning requirements for the Real Estate, (c) the business activity does not involve persons coming onto the Real Estate who do not reside in the Real Estate or door to door solicitation of residents of the Real Estate; and (d) the business activity is consistent with the residential character of the Real Estate and does

not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Real Estate, as may be determined in the sole discretion of the Board.

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 involves 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 shall not be considered a trade or business within the meaning of this section.

No pre-school, babysitting business or such childcare services for more than six (6) children shall be allowed to operate upon any Lot. The Owner should make consideration for this service not to be a nuisance to adjacent neighbors.

This section shall not apply to any activity conducted by the **DECLARANT** with respect to its development and sale of the Real Estate or its use of any Lots with such entity owns within the Real Estate.

Firearms. The discharge of firearms within the Real Estate is prohibited. The term “Firearms” includes bows and arrows, slingshots, “B B” guns, pellet guns, paint ball guns and other firearms of all types, regardless of size. Notwithstanding anything to the contrary, contained herein or in the Bylaws, the Association shall not be obligated to take action to enforce this Section.

Tents, Trailers and Temporary Structures. Except as may be permitted by the **DECLARANT** or the Board during initial construction within the Real Estate, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon a Lot or the Common Areas. Notwithstanding the above, party tents or similar temporary structures may be erected for special events for a period not longer than 48 hours unless otherwise consented to by the Committee.

Model Homes. No Owner of any Lot shall build or permit the building upon his Lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the **DECLARANT**.

Sales Office. To the extent deemed necessary or desirable by **DECLARANT**, the **DECLARANT** shall be permitted to place sales offices and construction and storage facilities for uses attributable to the construction, development, marketing and maintenance of the subdivision on any unsold lot or on any Common Area in the subdivision.

Sanitary Waste Disposal.

(a) **Nuisances.** No outside toilets shall be permitted on any Lot (except during a period of construction and then only with the consent of the Board), and no sanitary waste or other wastes shall be permitted to be exposed.

(b) **Construction of Sanitary Sewage Lines.** All sanitary sewage lines on the Lots shall be designed, constructed and installed in accordance with the provisions and requirements of the [Town/City] of _____, [County Name] County and these Restrictions.

(c) **Connection Requirements for Sanitary Sewers.** All homes shall have sewers directly connected by way of gravity except by the use of lift pumps and/or check valves or connections shall be one (1) foot above the lowest manhole in the Subdivision.

Notwithstanding anything to the contrary contained herein or in the Articles or Bylaws, including, but not limited to, any covenants and restrictions set forth herein or otherwise, **DECLARANT** shall have the right to use and maintain any Lots and Dwelling Units owned by **DECLARANT** in and on the Real Estate (other than individual Dwelling Units and Lots owned by persons other than **DECLARANT**), all of such number and size and at such locations as **DECLARANT** in its sole discretion may determine, as **DECLARANT** may deem advisable or necessary in its sole discretion to aid in the construction of Dwelling Units and the sale of Lots and Dwelling Units or for the conducting of any business or activity attendant thereto, including, but not limited to model Dwelling Units, storage areas, construction yards, signs, construction offices, sales offices, management offices and business offices. **DECLARANT** shall have the right to relocate any or all of the same from time to time as it desires. **DECLARANT** shall have the right to remove the same from the Real Estate and Additional Property at any time.

Fences & Walls. Subject to the prior written approval of the **DECLARANT** or, after the Applicable Date, the Committee, a fence may be permitted consistent with the fence guidelines set forth in Exhibit E.

Section 21. Animals, Pets and Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, or any portion of any Lot, except that of dogs, cats or other usual and common domesticated household pets not to exceed a total of three (3) may be permitted on a Lot, provided they are not kept, bred or maintained for any commercial purposes. All pets shall be confined to an Owner's Lot or on a leash at all times. The Owner(s) of such permitted pets shall confine in such a manner to prevent such permitted pets from being a nuisance, including barking which may annoy or disturb other Owners. Pet Owners who do not observe these considerations will be required by the Board of Directors to remove pets from the Community. It is the pet Owner's responsibility to clean up after their pet within the Community including lawns, Common Areas, street and sidewalks. Dog kennels and dog houses are prohibited.

Section 22. Nuisances. No noxious, unlawful or otherwise offensive activity shall be carried out on any Lot, nor shall anything be done thereon which may be or may become a serious annoyance or nuisance to the Community, including without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, television, loudspeakers, or other equipment or machines, or loud persons. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Lots or Real Estate that will emit foul or obnoxious odors.

Section 23. Outside Lighting. Requests for installation of outside lighting are subject to the following conditions: (a) no more than double floodlights will be installed without specific approval from the Committee not to exceed 150 watts or 90 watts Halogen bulbs; (b) landscape lighting shall be low-voltage type lighting & must be directed down; (c) all “up” directed lighting and fixtures must be specifically approved by the Committee; (d) all exterior lighting (i.e. landscape, security, etc.) must fall within Lot limits; (e) any lighting that is directed offsite of the Lot shall be prohibited; and (f) all exterior lighting approved by the Committee for installation must be maintained, light bulbs in operable condition to ensure uniform illumination on each Lot.

Section 24. Flagpoles. All flagpole(s) must be approved by the Committee, including proposed location of such flagpole(s). If approved, a flagpole must be placed within 10’ feet of a Dwelling Unit. Only the display of flags protected by federal and/or state law(s) will be permitted on any Lot.

Section 25. Play Equipment. No playground equipment including, but not limited to, swing sets, trampolines, tree houses, or similar structures shall not be erected on any Lot without prior approval by the Committee. No metal play sets shall be approved. Wooden playsets must be kept in good repair, including staining, sealing, and painting and may be subject to continued approval of the Committee. Portable and/or temporary play equipment such as, but not limited to infant wading pools, shall be removed from the yard of a Lot when not in use. Portable and/or temporary play equipment is not allowed to remain outside overnight or out of season. All basketball backboards must be high quality materials with clear Plexiglas backboards and shall always be kept in good repair. No portable goals will be allowed. Trampolines must be placed within footprint of the Dwelling Unit to be screened from street view and shall be stored from November through March.

Section 26. Easements. Any improvement, installation, addition or change in a drainage, sewer, utility and landscape or access easement must be approved by the Committee. Any such improvement, installation, addition or change in such an easement shall be at an Owner’s own risk and will not be replaced and/or repair due to any use or necessary work in such easement area.

Section 27. Decks. Prior to the commencement of construction of deck, the Committee must approve the design, materials, and any stain or color treatment of such deck. All decks shall be constructed of treated lumber, cedar, Trex or comparable composite material. The railing on a deck shall not exceed four feet (4') in height. Decks shall be constructed of quality materials and professional quality installation.

Section 28. Porches, Screened in Porches, Rooms and Garage Additions. Prior to the commencement of construction of a porch, screened in porch, garage and room additions, detailed plans must be submitted and approved by the Committee and are subject to the following guidelines: (a) the addition shall be constructed of quality materials; (b) the roofline shall follow the natural roofline of the Dwelling Unit; and (c) the roof shingles, siding and trim shall match the materials and colors of the Dwelling Unit.

Section 29. Accessory Structures. All sheds, storage barns, outbuilding, pool houses or other such accessory structures must be submitted and approved by the Committee.

Section 30. Retaining Walls. Prior to the installation of any retaining wall(s), the Committee must approve the installation of such retaining wall. Any proposed retaining wall must be materially (i.e., stone, brick, etc.) and architecturally compatible with the exterior finishes of the Dwelling Unit. Any retaining wall(s) that divert ground water onto adjoining properties or which substantially change the existing drainage pattern will not be approved by the Committee.

Section 31. Vehicle Parking. Vehicles shall be parked only in the garages or driveways of a Lot. Parking on the community streets is allowed only by non-resident social guests. No recreational vehicle, motor home, camper, boat, commercial vehicle, trailer, truck which exceeds 3/4 ton weight load, trailer, boat shall be stored overnight or longer on any Lot in open public view on community streets. Stored, inoperable or unlicensed vehicles shall be permitted only in enclosed garages.

Section 32. Unlicensed Motorized Vehicles. Motor scooter, minibikes, ATV and/or any other unlicensed motorized vehicles are prohibited in the Community, Common Areas and streets.

Section 33. Swimming Pools, Hot Tubs, Jacuzzis and Spas. No above ground pools are permitted on any Lot. Hot tubs, jacuzzis and spas may be allowed at the Committee's discretion provided they are screened from the Community, including streets and neighboring properties. Wading pools under 24 inches in height are permitted providing such wading pool is not visible from the street and does not stay out overnight. A detailed design plan must be provided to the Committee for its review and approval prior to the commencement of any in-ground pool construction. All in-ground pools must comply with state and local government laws and regulations. No alteration to the existing grade of any Lot may be done without the prior approval of the Committee and any proposed grade changes must be shown on the

proposed plans. In-ground pool applications will not be considered by the Committee unless accompanied by an application for an acceptable fence design with such fence being a minimum height of 6 feet; provided, however, a fence will not be required if the in-ground pool has an automatic cover. The Committee may require added landscaping to screen the in-ground pool from adjacent properties. The design and installation of an in-ground pool shall be professional in appearance and maintained by Owner in reasonable condition.

Section 34. Landscaping. All landscaping plans are subject to Committee approval. The Committee may, in its discretion, modify such plans to promote the integrity and aesthetic appearance of the Real Estate. No tree(s) shall be removed or planted without approval by the Committee. No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Areas, except with express permission from the Committee. Vegetable gardens may be approved by the Committee provided that such gardens are maintained with the same requirements as a landscape bed.

Section 35. Fireworks. The discharge of fireworks within the Community is prohibited except for dates in which they are permitted by the local municipality. Notwithstanding anything to the contrary contained herein or in the Bylaws, the Association shall not be obligated to take action to enforce this Section.

Section 36. Mailboxes. Each Owner shall maintain their mailbox in good condition. As necessary the Owner shall replace their mailbox with the same type, size, color & lettering/numbering as the original installation unless a change in design and color is approved by the Committee.

Section 37. Leasing. Any Owner who leases a Dwelling Unit shall lease the entire Dwelling Unit and shall have a written lease, for a period of at least six (6) months, which shall provide that the lease is subject to the provisions of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. Such Owner shall provide the Association with the name(s) of the renter and upon demand from the Association, the Owner will provide a copy of such lease. Notwithstanding any inconsistent or contrary provision in this Declaration on renting or reconveyance that violates any requirements of any federal agencies shall not apply to such Lot or its Owner.

Section 38. Signs. All signs except one standard size framed real estate “for sale” signs on an individual Lot are prohibited. Signs advertising property for rent, for goods, services or home occupations are strictly prohibited. Subject to all federal and state law(s), one political sign per candidate or legislation is permitted provided timing and size limitations are followed. Declarant is expressly exempt from the requirements of this Section and may post any signs on the Common Areas and on any Lots owned by Declarant, as it deems necessary or appropriate.

Section 39. Sidewalks. The Lot owner is responsible for sidewalk maintenance. In the event any Owner or parties with whom Owner contracts for work on the Owner's Lot, causes damage to a sidewalk or street curb such Owner shall be responsible for repairing said damage.

Section 40. Construction, Earth-Moving and Excavation. No construction, significant earth-moving, or excavating work of any nature may be conducted on any Lot without first having any development plans approved by the Committee.

Section 41. Used Structures. All structures built or placed on any Lot shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such Lot.

Section 42. Private Water Systems. Private water systems will not be permitted.

Section 43. Bug Killers. Electric bug killers, "zappers", and other similar devices shall not be installed at a location which will result in the operation thereof becoming a nuisance or annoyance to other Owners and shall only be operated when outside activities require the use therefore (and not continuously).

Section 44. Storm Doors. If storm doors are installed, they must be painted to match the exterior of the home. No unfinished aluminum storm doors are permitted.

Section 45. Air Cooling Units. Air cooling units or other like utilities that are outside of the Dwelling Unit must be located at the side or rear of the Dwelling Unit, except as may be permitted by the Committee. No window air conditioning units may be installed on any Lot.

Section 46. 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 Dwelling Unit, as determined in the sole discretion of the Committee.

Section 47. Antennas – Television Radio, Satellite and Solar Panels. To the extent such prohibition is permitted by federal legislation, no radio, satellite dish, television or other electronic antennae or aerial may be erected or maintained on any Lot or the exterior of any Dwelling Unit, without the prior written approval of the Committee. Standard TV antennae and other over-the-air reception devices (including satellite dishes) of one meter (39.37 inches) in diameter or less shall be permitted; provided, however, that no exterior antenna, satellite dish or similar exterior improvement shall be installed upon any Lot without first providing written notice to the Committee. Each Lot may have no more than two (2) permitted satellite dishes and the same shall only be permitted on a Lot if the satellite dish (i) will be aesthetically concealed by landscaping, fencing, reasonable color blending requirements in order to minimize visual disturbance or by other means and (ii) shall be installed in such a manner to be

least visible from front elevation street view and installed based on the following location priority order (a) rear of the Lot, (b) side of the Lot and (c) front of the Lot. Other antennae, aeriels or devises, towers or radio antennae that are not covered by federal legislation, including satellite dishes larger than one meter and ham or amateur radio antennas are strictly prohibited on any Lot within the Community. The Committee reserves the right to adopt rules and make changes to requirements for the installation of antennae and/or satellite systems as permitted and/or required by federal legislation.

Section 48. Sight Lines. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem for vehicular traffic.

Section 49. Common Areas. No person shall draw water or other materials from water retention ponds or add water, except for storm water drainage approved by the DECLARANT or by the Committee, or other materials, whether by dumping or otherwise, to the lakes and other water retention ponds without the prior approval of the Board as to quality and quantity of materials. There shall be no docks on the retention ponds nor boating, swimming, or wading. Fishing may be permitted for Owners within the Community from Common Areas. The Common Areas shall be used and enjoyed only for the purposes for which it is designed and intended and shall be used subject to this Declaration.

Non-Applicability to Association. Notwithstanding anything to the contrary contained herein, the covenants and restrictions set forth, shall not apply to or be binding upon the Association in its ownership, management, administration, operation, maintenance, repair, replacement and upkeep of the Common Areas to the extent the application thereof could or might hinder, delay or otherwise adversely affect the Association in the performance of its duties, obligations and responsibilities as to the Common Areas.

Section 51. Applicability to Declarant. None of the provisions of this Section shall be construed so as to restrict Declarant in the performance of its normal construction activities during the construction of residences on the Lots. To the extent inconsistent with the performance of Declarant's construction activities during the construction of residences on the Lots, the provisions of this Section shall not apply to Declarant.

Section 52. Compliance With Existing Restrictions. In addition to the foregoing, all Lots shall comply with the existing Restrictions, all applicable zoning regulations and building codes, and all other laws, rules and regulations of any governmental authority with jurisdiction over the Real Estate.

ARTICLE XI ASSESSMENTS

Annual Accounting. Annually, after the close of each fiscal year of the Association and prior to the date of the annual meeting of the Association next following the end of such

fiscal year, the Board shall cause to be prepared and furnish the Owners with a financial statement of operations by the Association, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.

Proposed Annual Budget. The Initial Board of the HOA shall establish the first annual budget and its resultant regular assessments thereafter. Annually, on or before the date of the annual meeting (“Annual Meeting”) or special meeting of the Association at which the budget is to be acted upon, the Board of Directors shall cause to be prepared a proposed annual budget for the next ensuing fiscal year estimating the total amount of the Common Expenses for such next ensuing fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such Annual Meeting or special meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual or special meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the next ensuing fiscal year. At such Annual Meeting or special meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of the eligible Owners represented at such meeting; provided, however, that in no event shall such annual or special meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget, the Regular Assessments and all sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis. After the Applicable Date, the annual budget and the Regular Assessments shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas. Such replacement reserve fund for capital expenditures and replacement repair of the Common Areas shall be maintained by the Association in a separate interest-bearing account or accounts with one or more banks or savings and loan associations authorized to conduct business in [County Name] County, Ohio selected from time to time by the Board. The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as herein provided, whenever determined. Whenever, whether before or after the Annual Meeting or special meeting of the Association at which the budget is to be acted upon, there is no annual budget approved by the Owners as herein provided for the current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon one hundred and ten percent (110%) of such last approved budget, as a temporary budget.

Regular Assessments. The annual budget as adopted by the Owners shall, based on the estimated cash requirement for the Common Expenses in the fiscal year covered thereby as set forth in said budget, contain a proposed assessment against each Lot, which shall be the same amount for each Lot, provided, immediately following the adoption of the annual budget, each Owner shall be given notice of the assessment against his respective Lot (the “Regular

Assessment”). In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, each Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the assessment against each Lot based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget, including reserve funds as hereinabove provided. The Regular Assessment against each Lot shall be paid in annual installments payable in advance by a date specified by the Board which date shall not be earlier than fifteen (15) days after the written notice of such Regular Assessment is given to the Owners. Payment of the Regular Assessment, whether in one payment or in any other manner, shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors.

In the event the Regular Assessment for a particular fiscal year of the Association was initially based upon a temporary budget,

(a) if the Regular Assessment based upon the final annual budget adopted by the Owners exceeds the amount of the Regular Assessment based upon the temporary budget, that portion of such excess applicable to the period from the first day of the current fiscal year to the date of the next payment of the Regular Assessment which is due shall be paid with such next payment and such next payment, and all payments thereafter during such fiscal year, whether annual or quarterly, shall be increased so that the Regular Assessment as finally determined shall be paid in full by the remaining payments due in such fiscal year, or

(b) if the total Regular Assessment based upon the temporary budget exceeds the Regular Assessment based upon the final annual budget adopted by the Owners, such excess shall be retained by the Association for Association expenses but shall be taken into account in establishing the next regular assessments: provided, however, that if an Owner had paid his Regular Assessment in full in advance, then the adjustments set forth under (a) above or (b) shall be made by a cash payment by, or refund to, the Owner or the first day of the second month following the determination of the Regular Assessment based upon the annual budget finally adopted by the Owners. The Regular Assessment for each fiscal year of the Association shall become a lien on each separate Lot as of the first day of each fiscal year of the Association, even though the final determination of the amount of such Regular Assessment may not have been made by that date. The fact that an Owner has paid his Regular Assessment for the current fiscal year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided, sells, conveys or transfers his Lot or any interest therein, shall not relieve or release such Owner or his successor as Owner of such Lot from payment of the Regular Assessment for the Lot as finally determined, and such Owner and his successor as Owner of such Lot shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessments furnished by the Association pursuant to Section 2 of Article XII hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year with respect to which such statement is made shall state that the matters set forth therein

are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations. Annual or quarterly (if so determined by the Board) installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Association, and neither the Board nor the Association shall be responsible for providing any notice or statements to Owners for the same. The initial and subsequent Regular Assessment shall be adopted by the Board based on the annual expenses of the Community, including but not limited to, the cost of maintenance, utilities, professional fees, general upkeep, etc. of the Community which includes the input of **DECLARANT**.

(c) **DECLARANT IS NOT OBLIGATED FOR ANY REGULAR ASSESSMENT AND SHALL NOT BE SUBJECT TO ASSESSMENT AT ANY TIME FOR ANY AMOUNTS RELATED TO THE REPLACEMENT RESERVE FUND.**

Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the Owners, unless otherwise provided in this Declaration, the Articles, the Bylaws or the Code, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Lot, but not on Lots owned by **DECLARANT**, prorated in equal shares (the "Special Assessments"). Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures and to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefore under the circumstances described in this Declaration. **THE DECLARANT SHALL ONLY BE RESPONSIBLE FOR SPECIAL ASSESSMENTS AFTER THE APPLICABLE DATE OCCASIONED BY EXTRAORDINARY REPAIRS TO ORIGINALLY INSTALLED INFRASTRUCTURE, BUT DECLARANT SHALL NOT BE RESPONSIBLE FOR NEW INFRASTRUCTURE OR AMENITIES DESIRED BY OTHER OWNERS UNLESS DECLARANT FOR ITSELF SPECIFICALLY AGREES OTHERWISE IN WRITING.**

Failure of Owner to Pay Assessments.

(a) No Owner may exempt himself or herself from paying Regular Assessments and Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Areas and items deemed Maintenance Expense Areas for purposes of maintenance, and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas or by abandonment of the Lot belonging to such Owner. Each Owner shall be personally liable for the payment of all Regular Assessments and Special Assessments against his Lot. Where the Owner constitutes or consists of more than one Person, the liability of such Persons shall be joint and several. Regular and Special Assessments should constitute a lien against the Lots and Dwelling Units thereon, but not on Lots owned by

Declarant. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessments or Special Assessments within ten (10) days after its due date, the lien for such Assessment on the Owner's Lot and Dwelling Unit may be filed for record in the office of the [County Name] County, Ohio Recorder and foreclosed by the Board for and on behalf of the Association as a mortgage on real property and enforced in like manner as mortgages. The lien for Regular Assessments or Special Assessments created by this Declaration shall be prior to all liens and encumbrances recorded subsequent to this Declaration, except the lien for real estate taxes and assessments and the lien of any first mortgage on a Lot filed of record. Upon the failure of an Owner to make timely payments of any such Regular Assessments or Special Assessments, when due, the Board may, in its discretion, accelerate the entire balance of the unpaid Assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing (and without thereby waiving) the lien securing the same. In any action to recover a Regular Assessment or Special Assessment, or any other charges due the Association, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Lot and Dwelling Unit all of the costs and expenses of such action incurred (including but not limited to reasonable attorney fees) and interest from the date such Assessments or charges were due, until paid, at a rate equal to the "prime interest rate" then in effect as publicly announced or published by JPMorgan Chase Bank, N.A., or its successors (or if said Bank is no longer in existence, then such rate charged by another national bank in [County Name] County, Ohio selected by the Board) plus four percent (4%) but in no event more than the maximum rate allowable under applicable usury laws.

(b) Notwithstanding anything contained in this Section or elsewhere in this Declaration, the Articles or the Bylaws, any sale or transfer of a Lot and Dwelling Unit to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment or other charges as to such installments which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Lot and Dwelling Unit or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular Assessments or Special Assessments or other charges thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments or other charges, the lien for which has been divested as aforesaid, shall, if not collected from the person personally liable therefore, be deemed to be a Common Expense, collectible from all Owners (including the party acquiring the subject Lot and Dwelling Unit from which it arose).

(c) In addition to the remedies above stated for failure to pay assessments, the Association may, as allowed by Ohio law, disqualify a delinquent Owner from his right to vote and to hold office or committee membership in the Association while Assessments are

delinquent in addition to charging a reasonable late fee, as allowed by Ohio law, per day of delinquency to among other things, cover the administrative expense of addressing the delinquency and also deny such Member the use of the Common Areas for a period not exceeding sixty (60) days for each separate nonpayment.

Initial Budgets and Assessments. Notwithstanding anything to the contrary contained herein, in the Articles, in the Bylaws, in the Code or otherwise, until the Applicable Date the annual budget and all Regular Assessments and Special Assessments shall be established by the Initial Board without meetings of or concurrence of the Owners. The agency, power of attorney and proxy granted to the **DECLARANT** by each Owner pursuant to Section 2 of Article V hereof shall be deemed to cover and include each Owner's right to vote on and approve the annual budget and any Regular Assessments and Special Assessments until the Applicable Date. Until otherwise established or modified by Declarant, the initial annual Regular Assessment shall be _____ and No/100 Dollars (\$_____.00).

Further, until the Applicable Date and notwithstanding the foregoing or anything else contained herein, no Regular Assessments, Special Assessments or other charges shall be owed or payable by **DECLARANT** with respect to any Lot or other portion of the Real Estate owned by **DECLARANT** while the same is owned by **DECLARANT**, nor shall any such Assessments or charges become a lien on any such Lot or other portion of the Real Estate owned by **DECLARANT**, except as specifically detailed in the last paragraph of Section 4 of Article XI herein. Assessments against a Lot shall commence to accrue from the date each Lot is conveyed by **DECLARANT** to another Person after construction of a single family residence thereon, and a prorated portion of the Regular Assessment for the balance of the fiscal year of the Association against each Lot so conveyed by **DECLARANT** shall be paid by each purchaser upon such conveyance.

Initial Working Capital and Start-Up Fund. Upon the closing of the initial conveyance of each Lot by **DECLARANT** to another Person, the purchaser of such Lot shall pay to the Association, in addition to any other amount then owed or due to the Association, as a contribution to its working, capital and start-up fund, _____ and No/100 Dollars (\$_____.00), which payment shall be nonrefundable and shall not be considered as an advance payment of any Assessment or other charge owed the Association with respect to such Lot. Such working capital and start-up fund shall be held and used by the Association for payment of, or reimbursement to **DECLARANT** for advances made to pay expenses of the Association for its early period of operation of the Real Estate, to enable the Association to have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary by the Board. This start-up fund shall also be applicable from any successors in title to Lots and therefore is an obligation of successor title owners to the HOA at the time of such title transfer meaning that at the time of a resale closing of a Lot to a subsequent purchaser, such subsequent purchaser shall be required to pay the start-up contribution in the amount of Four Hundred and Ninety-Nine and 00/100 Dollars (\$499.00).

Compliance with Ohio Code. To the extent that these covenants are inconsistent or not fully compliant with Chapter 5312 of the Ohio Revised Code, these covenants shall be interpreted to be in compliance therewith and the HOA shall be required to operate in compliance therewith in all respects.

ARTICLE XII MORTGAGES

Notice to Association. Any Owner, who places a first mortgage lien upon such Owner's Lot, or the Mortgagee, may notify the Secretary of the Association thereof and provide the name and address of the Mortgagee. A record of each such first mortgage, and name and address of the Mortgagee, shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the Bylaws or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record or in the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by this Declaration, the Bylaws or otherwise shall be required and no Mortgagee shall be entitled to vote on any matter to which such Mortgagee otherwise may be entitled by virtue of this Declaration, the Bylaws, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

The Association shall, upon written request of a Mortgagee who has furnished the Association with its name and address as hereinabove provided, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligations of such borrower under this Declaration or the Bylaws which is not cured within sixty (60) days.

Notice of Unpaid Assessments. The Association shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments or other charges against the Lot, which statement shall be binding upon the Association and the Owners, and any Mortgagee or grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments or charges in excess of the amounts set forth in such statement except as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Section 3 of Article XI hereof.

ARTICLE XIII INSURANCE

Insurance. The Association shall maintain in force adequate public liability insurance protecting the Association against liability for property damage and personal injury. The Association shall maintain in force adequate officers' and directors' insurance covering the officers and directors of the Association. The Association shall also maintain in force adequate

fire and extended coverage insurance, insuring all Common Areas against fire, windstorm, vandalism, and such other hazards as may be insurable under standard "extended coverage" provisions, in an amount equal to the full insurable value of such improvements and property. The Association shall notify all mortgagees which have requested notice of any lapse, cancellation, or material modification of any insurance policy. All policies of insurance shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, Board members, **DECLARANT**, any property manager, their respective employees and agents, the Owners and occupants, and also waives any defenses based on co-insurance or on invalidity arising from acts of the insured, and shall cover claims of one or more parties against other insured parties.

The Association may maintain a fidelity bond indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any director, officer, employee or anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services. The fidelity bond should cover the maximum amount of funds which will be in the custody of the Association or its management agent at any time, but in no event shall such fidelity bond coverage be less than the sum of one (1) year's assessment on all Lots in the Subdivision, plus the Association's reserve funds.

The Association shall cause all insurance policies and fidelity bonds to provide at least ten (10) days written notice to the Association, and all mortgagees who have requested such notice, before the insurance policies or fidelity bonds can be canceled or substantially modified for any reason.

Insurance by Owners. Each Owner shall be solely responsible for and may obtain such additional insurance as he deems necessary or desirable, at his own expense, affording coverage upon his personal property, his Lot, his Dwelling Unit, the contents of his Dwelling Unit, his personal property stored anywhere on the Real Estate, and for his personal liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Association.

ARTICLE XIV CASUALTY AND RESTORATION

In the event of damage to or destruction of any of the Common Areas due to fire or any other casualty or disaster, the Association shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by the Association, if any, shall be applied to the cost of such repair and reconstruction.

If the insurance proceeds, if any, received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction

of these areas, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing these areas so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be assessed by the Association against all of the Owners in equal shares. Any such amounts assessed against the Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the Common Areas and/or maintenance expense areas (if any) to as near as possible the same condition as they existed immediately prior to the damage or destruction and with the same architecture and materials.

Immediately after a fire or other casualty or disaster causing damage to any property for which the Board of Directors or Association has the responsibility of maintenance and repair hereunder, the Board shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires or deems necessary.

Encroachments upon any Lot which may be created as a result of such reconstruction or repair of any of the Common Areas shall not constitute a claim or basis of a proceeding or action by the Owner upon whose Lot such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the Common Areas were originally constructed.

ARTICLE XV AMENDMENT OF DECLARATION

Generally. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(a) **Adoption.** Any proposed amendment to this Declaration must be approved by a vote of not less than seventy percent (70%) in the aggregate of the votes of all Owners. In the event any Lot or Dwelling Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions hereof.

(b) **Special Amendments.** No amendment to this Declaration shall be adopted which changes (1) the applicable share of an Owner's liability for the Common Expenses, or the method of determining the same, or (2) the provisions of Article XIII of this Declaration with respect to casualty insurance to be maintained by the Association, or (3) the provisions of Article XIV of this Declaration with respect to reconstruction or repair of the Common Areas

in the event of fire or any other casualty or disaster, or (4) the provisions of this Declaration establishing the Committee and providing for its functions, without, in each or any of such circumstances, the unanimous approval of all Owners and of all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of the Declaration.

(c) **Recording.** Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the Office of the Recorder of [County Name] County, Ohio, and such amendment shall not become effective until so recorded.

Amendments by DECLARANT Only. Notwithstanding the foregoing or anything else contained herein, the **DECLARANT** shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners, the Association, the Board of Directors, any Mortgagees or any other Person to amend or supplement this Declaration at any time and from time to time if **DECLARANT** records the modification in the Office of the Recorder of [County Name] County, Ohio, and if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Association, the Department of Housing and Urban Development, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots and Dwelling Units, (c) to bring this Declaration into compliance with any governmental requirements, (d) to comply with or satisfy the requirements of any insurance underwriters, insurance rating bureaus or organizations which perform (or may in the future perform) function similar to those performed by such agencies or entities, to subject additional property to these restrictions, (e) to annex additional real estate to the Subdivision, (f) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto, (g) to clarify, further define or limit any easement, or otherwise exercise any rights reserved herein, or (h) change the substance of one or more covenants, conditions, terms or provisions hereof but (A) does not materially increase the obligation(s) of any Owner under any covenant, condition, term or provision without such Owner's consent or (B) is necessary to comply with a bona fide governmental requirement, including applicable laws, ordinances, regulations or orders of any municipality or court having jurisdiction. In furtherance of the foregoing, a power coupled with an interest is hereby reserved by (and granted by each Owner to) the **DECLARANT** to vote in favor of, make, or consent to any amendments described in this Section 2 on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot or Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the **DECLARANT** to vote in favor of, make, execute and record any such amendments. The right of the **DECLARANT** to act

pursuant to rights reserved or granted under this Section 2 shall terminate at such time as the **DECLARANT** no longer holds or controls title to any part or portion of the Real Estate.

ARTICLE XVI ACCEPTANCE AND RATIFICATION

All present and future Owners, Mortgagees, tenants and occupants of the Lots and Dwelling Units, and other Persons claiming by, through or under them, shall be subject to and shall comply with the provisions of this Declaration, the Articles, the Bylaws and the rules, regulations and guidelines as adopted by the Board of Directors and (to the extent of its jurisdiction) the Committee, as each may be amended or supplemented from time to time. The acceptance of a deed of conveyance of the act of occupancy of any Lot or Dwelling Unit shall constitute an agreement that the provisions of this Declaration, the Articles, the Bylaws and rules, regulations and guidelines, as each may be amended, or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any Person having at any time any interest or estate in an Lot or Dwelling Unit or the Real Estate, all as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All Persons who may own, occupy, use, enjoy or control a Lot or Dwelling Unit or any part of the Real Estate in any manner shall be subject to this Declaration, the Articles, the Bylaws, and the rules, regulations and guidelines applicable thereto as each may be amended or supplemented from time to time.

ARTICLE XVII NEGLIGENCE

Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, invitees or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his violation of any of the Restrictions or any violation thereof by any member of his family or his or their guests, employees, agents, invitees or tenants.

ARTICLE XVIII BENEFIT AND ENFORCEMENT

Covenants Appurtenant to Land. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at any time after both the Applicable Date and a minimum of fifteen (15) years from recording, a majority of the then Owners of the Lots in this subdivision agree to change (or terminate) said covenants in

whole or in part and on the condition that an instrument to that effect signed by the Owners voting in favor of such change has been recorded; provided, however, that no change or termination of said covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto.

Prosecution of Violations. It shall be lawful for the Association, the Committee (as to matters for which it has responsibility) or any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating, or attempting to violate any covenant, conditions, provisions or restrictions contained herein either to prevent such person or persons from doing so, or to recover damages or other dues for such violation, or to require the removal of structures erected in violation hereof. All costs of litigation and attorneys' fees resulting from violation of these covenants and restrictions shall be the financial responsibility of the Owner or Owners found to be in violation. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Failure to enforce any specific requirement of the covenant shall not be considered as a waiver of the right to enforce any covenant herein, thereafter. Notwithstanding the foregoing, any violation of these covenants or the Declaration may be waived by a majority of the then Owners of the Lots in this subdivision.

The Association may, with respect to an Owner who violates these restrictions and/or Rules and Regulations, after written notice to such Owner detailing the nature of the violation and providing a time period established by the Association to cure or conform, disqualify such Owner's voting rights and right to hold office while the violation continues, and may further, in the Board's sole discretion, provide that an additional fine be charged to such Owner, as allowed by Ohio law. This fine, if not paid when required, will be processed in the same manner as Assessments.

ARTICLE XIX MISCELLANEOUS

Costs and Attorney Fees. In any proceeding arising because of failure of an Owner to make any payments required by this Declaration, the Articles or the Bylaws, or to comply with any provision of this Declaration, the Articles, the Bylaws, or the rules, regulations and guidelines adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its costs and reasonable attorney fees incurred in connection with such default or failure.

Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Areas or by abandonment of his Lot or Dwelling Unit.

Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, the Articles or the Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles or the Bylaws and each shall be enforceable to the greatest extent permitted by law. Non-enforcement of one provision does not affect the enforcement of another.

Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

Interpretation. The captions and titles of the various articles, sections, sub-sections, paragraphs and subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

Delegation of Use of the Common Areas. Any Member may delegate, in accordance with provisions of this Declaration and the rules or regulations promulgated by the Association, his right of enjoyment, and use of the Common Areas to members of his family, his tenants or contract purchasers who reside on any Lot.

The Plat. The Final Plat of the realty of [Subdivision Name], Section ____, that is the Initial Tract in this Declaration, is being recorded contemporaneously herewith in the Office of the Recorder of [County Name] County, Ohio.

Grievance Resolution. Any grievance between and among the Members and the Board or any member thereof shall first be subject to discussion between the involved parties at a meeting held specifically for that purpose, and if unsuccessful referred to mediation. Only after unsuccessful discussions and determination by the mediator that further mediation would be fruitless, the parties may then submit their grievance to a court of competent jurisdiction to resolve the grievance.

IN WITNESS WHEREOF, [DEVELOPER] has caused this Declaration to be executed on the day and year first written above.

[DEVELOPER]

By: _____
[OFFICER}, [TITLE]

STATE OF OHIO)
 : SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the _____ of _____, an Ohio [limited liability company], on behalf of the [limited liability company]. This is an acknowledgement clause; no oath or affirmation was administered.

Notary Public

This instrument prepared by:

EXHIBIT A
Legal Description

([Subdivision Name] Overall)

SAMPLE

EXHIBIT B

Plat

[Subdivision Name]

SAMPLE

EXHIBIT C
Initial Tract

SAMPLE

EXHIBIT D
Code of Regulations (Bylaws)

CODE OF REGULATIONS (BYLAWS)
OF
[NAME OF HOMEOWNER’S ASSOCIATION] HOMEOWNERS ASSOCIATION,
INC.

ARTICLE I
Identification

Section 1. Name. The name of the corporation is “[NAME OF HOMEOWNER’S ASSOCIATION] Homeowners Association, Inc.” (hereinafter referred to as the “Corporation”).

Section 2. Principal Office and Registered Agent. The post-office address of the principal office of the Corporation is:

Clayton Properties Group, Inc.
dba Arbor Homes
9050 Centre Pointe Drive – Suite 210
West Chester, Ohio 45069

The name of its Registered Agent in charge of such office is [Craig Brockman].

Section 3. Fiscal Year. The fiscal year of the Corporation shall begin at the beginning of the first day of January in each year and end at the close of the last day of December next succeeding.

ARTICLE II
Members

Section 1. Membership. Every Owner, as defined in that certain Declaration of Covenants, Conditions and Restrictions of [NAME OF SUBDIVISION] (the “Declaration”), shall be members of the Corporation.

Section 2. Place of Meeting. All meetings of members of the Corporation shall be held at such place, within or outside the State of Ohio, as may be determined by the Board of Directors and specified in the notices or waivers of notice thereof or proxies to represent members at such meetings.

Section 3. Annual Meetings. The annual meetings of members shall be held on the first Monday in May of each year, if such day is not a legal holiday, or if a legal holiday, then on the next succeeding business day which is not a legal holiday. The Board of Directors reserves the right to modify the date and time of the annual meeting.

Section 4. Special Meetings. Special meetings of members may be called at any time for the purpose of considering matters which require the approval of all or some of the voting members, or for any other reasonable purpose. Any such special meeting shall be called by written notice, authorized by the president, a majority of the Board, or by ten percent (10%) of the members, delivered not less than seven (7) days prior to the date fixed for such meeting. The notices shall specify the date, time and place of meeting and the matters to be considered.

Section 5. Notice of Meeting. Written or printed notice stating the place, day and hour of a meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered or mailed by the Secretary of the Corporation to each member of record of the Corporation entitled to vote at such meeting, at such address as appears upon the records of the Corporation, at least ten (10) days before the date of the meeting. Notice of any meeting of the members may be waived in writing by any member if the waiver sets forth in reasonable detail the purpose or purposes for which the meeting is called and the time and place thereof. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Any member may consent in writing to receive notices of any meeting by electronic mail or facsimile. The Secretary shall maintain electronic mail addresses or facsimile numbers of those members who have consented to receive notice by electronic mail or facsimile, but the Secretary shall remove such electronic mail addresses or facsimile numbers from the Association if and when such Voting Member revokes their consent in writing.

Section 6. Voting at Meetings.

(a) Voting Rights. There shall be one person with respect to each Lot, as such term is defined in the Declaration, who shall be entitled to vote at any meeting of the members. Such person shall be known herein as the "Voting Member." Such Voting Member may be the Owner, as such term is defined in the Declaration, or one of the group comprised of all the Owners of a Lot, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Any or all of such Voting Members may be present at any meeting of the Voting Members and may vote or take any action as a Voting Member, either in person or by proxy. Declarant, as such term is defined in the Declaration (or its nominee), may exercise the voting rights with respect to any Lot owned by it. Until the Applicable Date, as such term is defined in the Declaration, all actions of the Corporation shall require the prior written approval of the Declarant (or its nominee).

(b) Proxies. A Voting Member, including a natural person, is entitled to vote either in person or by proxy, executed in writing by such Voting Member or by his or her duly authorized attorney-in-fact and delivered to the Secretary of the meeting. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the scheduled time of the meeting. In any meeting of the Voting Members called for the purposes of electing the Board of Directors of the Corporation each Voting Member shall be permitted to cast the number of votes to which he is entitled, as hereinabove set forth, for each Director of the Corporation to be elected at such meeting, provided, however, that the first Board of Directors shall be elected solely by the Declarant as provided in the Declaration and the Articles.

(c) Quorum and Adjournments. The presence in person, by the use of authorized communications equipment, by mail, or by proxy of the Voting Members constituting the representation of a majority of the total votes of the Corporation shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes present at such meeting. Any meeting of the Voting Members, including both annual and special meetings and any adjournments thereof, may be adjourned to a later date without notice other than announcement at the meeting even though less than a quorum is present.

Section 7. List of Voting Members. At least five (5) days before each meeting of Voting Members, the Secretary of the Corporation shall prepare or cause to be prepared a complete list of the Voting Members of the Corporation entitled to vote at such meeting arranged in alphabetical order with the address of such Voting Members and shall be subject to inspection by a record Voting Member. The original or duplicate membership register shall be the only evidence as to the persons who are entitled as Voting Members to examine such lists or to vote at such meeting.

Section 8. Meetings by Means of Authorized Communications Equipment. One or more Members may participate in a meeting of the Members by means of authorized communications equipment within the meaning of Section 1702.01 of the Ohio Revised Code. Participation of a Member at a meeting by authorized communications equipment in accordance with this Section 8 shall constitute presence in person at such meetings.

Section 9. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Voting Members may be taken without a meeting, if prior to such action, a written consent thereto, setting forth the action so taken, is signed by all the Voting Members entitled to vote with respect to the subject matter thereof, and such written consent is filed with the minutes of the proceedings of the Voting Members. Such consent shall have the same effect as a unanimous vote of the Voting Members.

ARTICLE III

Directors

Section 1. Number and Term of Office. The Board of Directors shall consist of three (3) members, each of whom must be an Owner who maintains his principal residence on a Lot, or be an officer, director or employee of Declarant. Any member of the Initial Board whose term expires prior to the Applicable Date (as defined in the Declaration) shall be deemed to be elected and re-elected as a Director at each annual meeting until the first annual meeting of the Members occurring on or after the Applicable Date.

At the first annual meeting of the members after the Applicable Date, the Directors elected at such annual meeting shall be classified, with respect to the time for which such Director shall hold office, into three (3) classes as nearly equal in number as possible, with each Director to hold office until a successor is elected and qualified, or until such Director's earlier death, resignation or removal from office. The terms of the members of the Board of Directors in the first group expire at the first annual meeting of the members after their election, the terms of the second group expire at the second annual meeting of the members after their election, and the terms of the third group expire at the third annual meeting of the members after their election. At each annual meeting of the members after the Applicable Date, Directors shall be elected for a term of three (3) years, to succeed those whose terms expire.

The Directors shall serve without compensation unless such compensation is approved by the Voting Members holding a majority of the total votes. If a member of the Board of Directors shall cease to meet any qualification herein required for a member of the Board, such member shall thereupon cease to be a member of the Board and his place on the Board shall be deemed vacant. The Voting Members may remove any member of the Board with or without cause, except as provided in the Declaration, and elect a successor at a meeting of the Voting Members called expressly for such purpose.

Section 2. Vacancies. Except as provided in the Declaration, vacancies occurring in the membership of the Board of Directors caused by resignation, death or other incapacity, or increase in the number of Directors shall be filled by a majority vote of the remaining members of the Board, and each Director so elected shall serve until the next meeting of the Voting Members, or until his successor shall have been duly elected and qualified. At the first annual meeting of the members following any such vacancy, a Director shall be elected for the balance of the term of the Director in respect to whom there has otherwise been a vacancy. Notice specifying any increase in the number of Directors and the name, address and principal occupation of and other pertinent information about any Director elected to fill any vacancy shall be given in the next mailing sent to the Voting Members after such increase or election.

Section 3. Annual Meetings. The Board of Directors shall meet annually, without notice, immediately following, and at the same place as, the annual meeting of the Voting Members.

Section 4. Regular Meetings. Regular meetings shall be held at such times and places, either within or without the State of Ohio, as may be determined by the President or Board of Directors.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by the President or by any member of the Board of Directors, at any place within or without the State of Ohio, upon twenty-four (24) hours notice, specifying the time, place and general purposes of the meeting, given to each Director personally, by telephone or telegraph; or notice may be given by mail or email if sent at least three (3) days before such meeting.

Section 6. Waiver of Notice. Any Director may waive notice of any meeting in writing. Attendance by a Director at a meeting shall constitute a waiver of notice of such meeting.

Section 7. Quorum. A majority of the entire Board of Directors then qualified and acting shall constitute a quorum and be sufficient for transaction of any business, except for filling vacancies in the Board of Directors which shall require action by a majority of the remaining Directors. Any act of the majority of the Directors present at a meeting at which a quorum shall be present shall be the act of the Board unless otherwise provided for by law or by these Bylaws. A majority of the Directors present may adjourn any meeting from time to time. Notice of an adjourned meeting need not be given other than by announcement at the time of adjournment.

Section 8. Meetings by Means of Authorized Communications Equipment. One or more Directors may participate in a meeting of the Directors by means of authorized communications equipment within the meaning of Section 1702.01 of the Ohio Revised Code. Participation of a Director at a meeting by authorized communications equipment in accordance with this Section 8 shall constitute presence in person at such meetings.

Section 9. Action by Written Consent. Action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting, if prior to such action, a written consent thereto is signed by all the members of the Board, and such written consent is filed with the minutes of the proceedings of the Board.

Section 10. Powers and Duties of the Board of Directors. The Board shall have all powers which can be exercised by a Board under the Declaration, Ohio Nonprofit Corporation Law (Chapter 1702 of the Ohio Revised Code, as amended) and Ohio Planned Community Law (Chapter 5312 of the Ohio Revised Code, as amended).

ARTICLE IV

Officers

Section 1. Number of Officers. The officers of the Corporation shall consist of a President, a Secretary, a Treasurer, and such officers or assistant officers as the Board shall from time to time create and so elect. Any two (2) or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person. The President shall be chosen from among the Directors. Officers shall serve without compensation unless such compensation is approved by the Voting Members holding a majority of the total votes.

Section 2. Election and Terms. Each officer shall be elected by the Board of Directors at the annual meeting thereof and shall hold office until the next annual meeting of the Board or until his successor shall have been elected and qualified or until his death, resignation or removal. Any officer may be removed at any time, with or without cause, by vote of a majority of the whole Board, but such removal shall be without prejudice to the contract rights, if any, of the person so removed; provided, however, that election of an officer shall not of itself create contract rights.

Section 3. Vacancies. Whenever any vacancy shall occur in any office by death, resignation, increase in the number of officers of the Corporation, or otherwise, the same shall be filled by the Board of Directors, and the officer so elected shall hold office until the next annual meeting of the Board or until his or her successor is duly elected or appointed.

Section 4. President. The President shall be the chief executive officer of the Corporation; shall preside at all meetings of Voting Members and of the Board of Directors; shall have general and active supervision, control and management of the affairs and business of the Corporation, subject to the orders and resolutions of the Board; shall have general supervision and direction of all officers, agents and employees of the Corporation; shall see that all orders and resolutions of the Board are carried into effect; and in general shall exercise all powers and perform all duties incident to such office and such other powers and duties as may from time to time be assigned to him by the Board.

The President shall have full authority to execute proxies on behalf of the Corporation, and to execute, with the Secretary, powers of attorney appointing other corporations, partnerships, or individuals the agent of the Corporation, all subject to the provisions of the laws of the State of Ohio, the Declaration, the Articles of Incorporation and this Code of Bylaws.

Section 5. Secretary. The Secretary shall attend all meetings of the Board and of the Voting Members and shall act as Secretary of such meetings; shall give or cause to be given all notices provided for in these Bylaws or required by law; shall record all votes and minutes of all proceedings of the meetings of Voting Members and the Board in a book or books to be kept for that purpose; shall be custodian of the records of the Corporation; shall have charge of the

list of Voting Members; and in general shall exercise all powers and perform all duties as may be from time to time assigned to him or her by the Board or by the President.

Section 6. Treasurer. The Treasurer shall keep correct and complete records of account showing accurately at all times the financial condition of the Corporation; shall be the custodian of the corporate funds and securities; shall immediately deposit, in the name and to the credit of the Corporation, all moneys and other valuable effects of the Corporation in such depositories as may be designated by the Board of Directors; shall disburse the funds of the Corporation as may be ordered by the Board or by the President; and in general, shall exercise all powers and perform all duties customarily incident to such office and such other powers and duties as may from time to time be assigned to him or her by the Board or the President.

ARTICLE V Books and Records

Section 1. Books and Records in General. The Board of Directors shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the "Subdivision" as defined in the Declaration, specifying and itemizing the maintenance and repair expenses of the Subdivision and other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by Owner. Upon ten (10) calendar days notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement in recordable form of his account setting forth the amount of any unpaid assessment or other charges due and owing from such Owner, and such amount shall be binding upon the Board and the Corporation, and any mortgagee or grantee of such Owner furnished with such statement shall not be liable for, and the Lot of such Owner shall not be conveyed subject to a lien for, any unpaid assessment in excess of the amount set forth in such statement.

Section 2. Preparation of Annual Budget. The Treasurer shall cause to be prepared an annual budget reflecting the estimated revenues for the following budget year as well as the estimated surplus or deficit as of the end of the budget year. The proposed annual budget must be approved at a meeting duly called for that purpose as provided in the Declaration. At least (10) days prior to such meeting, the Secretary shall deliver to each member of the Association written notice that the proposed annual budget is available upon written request at no charge to the member.

ARTICLE VI Execution of Instruments

Section 1. Checks, Drafts, etc. All checks, drafts, bills of exchange or other orders for the payment of money, obligations, notes or other evidences of indebtedness of the Corporation

shall be signed or endorsed by such officer or officers, employee or employees of the Corporation as shall from time to time be designated by the Board of Directors.

Section 2. Contracts. All contracts, agreements, deeds, conveyances, mortgages and similar instruments authorized by the Board of Directors shall be signed, unless otherwise directed by the Board of Directors or required by law, by the President and attested by the Secretary.

ARTICLE VII
Amendments and Definitions

Section 1. Amendments. These Bylaws may be altered, amended or repealed from time to time by a majority vote of the whole Board at any regular or special meeting if the notice or waiver of notice of said meeting shall have stated that the Bylaws are to be amended, altered or repealed or if all members of the Board of Directors at the time are present at said meeting. Any amendment to these Bylaws shall be recorded in the [COUNTY NAME] County, Ohio Recorder's Office, together with a certification a certification of the Secretary of the Association that the amendment was duly adopted by a majority vote of the Members at a meeting of the Members.

Section 2. Definitions. The terms used in these Bylaws shall have the same meaning as the same terms as defined and used in the Declaration, except as otherwise defined herein.

Section 3. Conflicts. In the event of any conflict between the provisions of the Declaration and these Bylaws, the provisions of the Declaration shall control. In the event of any conflict between the Articles and these Bylaws, the provisions of the Articles shall control.

ARTICLE VIII
The Ohio Nonprofit Corporation Law

The provisions of the Ohio Nonprofit Corporation Law, as amended, applicable to any of the matters not herein specifically covered by these Bylaws, are hereby incorporated by reference in and made a part of these Bylaws.

Adopted: _____, 20__

EXHIBIT E

Fence and Wall Standards

1. No fence or any portion thereof may be installed on that part of any Lot that is closer to the street than the primary rear wall of the residence on the Lot (i.e., fences are permitted only in the rear of the residence); no fence shall be permitted to extend beyond the rear plane of the residence. Special consideration may be made if there is a service door to the garage.
2. Fences shall be of white or tan vinyl material, white or black decorative aluminum, black wrought iron or stained or unstained wood (including pressure treated) only. No chain link type of fencing will be permitted. Examples of permitted fences shall be as follows:
 - a. Wood or Vinyl Three or Four Rail Kentucky Board Fence, with or without metal liner.
 - b. Split Rail Fence, with or without metal liner.
 - c. Aluminum or Wrought Iron Metal Fences.
3. Fences shall be up to 60 inches in height from the initial grade of the Lot.
4. All fence posts shall be positioned on the inside of the fence for all types of fencing.
5. All corner Lots are classified as “double fronting” Lots and shall adhere to the minimum building setback requirements. Fencing shall not extend beyond the side/rear house plane more than 8 feet.
6. For all pond Lots, any fence adjacent to a pond shall not exceed 48 inches in height to avoid obstructing pond views and such fencing is limited to black faux wrought iron or black wrought iron only. Stockade fences are prohibited.
7. Fencing within any recorded easement shall meet the requirements of the easement.
8. No fence shall obstruct the flow of stormwater.
9. In addition to the regulations set forth above, it is the obligation of the lot Owner to adhere to any zoning code and building regulations.
10. Any fence enclosing a swimming pool shall be subject to the above regulation and conform to state or local regulation and be submitted to the proper jurisdictional authority prior to installation.

11. Requests for invisible fencing will be subject to the Committee's approval of the proposed fence location prior to installation. All controller boxes & other equipment shall be hidden from view. Invisible fences are subject to the same easement restrictions as set forth in this Exhibit. Invisible fences must be installed no less than 5 feet within the Lot lines.

12. All fences shall be subject to the following construction and maintenance requirements:

a. All fencing shall be constructed of quality materials and of a high-quality professional installation, non-compliance will result in modifications or professional reinstallation at the Owner's expense.

b. All fencing shall be properly braced and all posts shall be placed into the ground with concrete at such a depth to ensure the fence will be secure and will not move.

c. All fence bracing or ribbing shall be on the inside of the fence unless otherwise approved by the Committee.

d. All fences must be maintained and repaired in a reasonable fashion.

e. Any warped fence boards shall be replaced as needed.

f. All wood fences shall be stained and treated with a quality wood preservation at least every three years to maintain the appearance of the fence.

g. All fencing belongs to Owner of the Lot in which the fence is located. The HOA will only maintain fences in which there is a platted common area for said fence.

TAB 3
ADJACENT NEIGHBORS

SCOTT LANCE
4200 JACKTOWN RD
OSTRANDER OH 43061

GLORIA COE
213 MAIN ST
OSTRANDER OH 43061

SCOTT LANCE
P.O. BOX 24
OSTRANDER OH 43061

GRANDOMINICO A
2520 RIO LARGO CT
PUNTA GORDA FL 33950

PRIOR E
167 THIRD ST
OSTRANDER OH 43061

GALLOWAY
3326 GALLANT RD
RADNOR OH 43066

HILL W
7737 OLENTANGY RIVER RD
COLUMBUS OH 43235

BUSHONG J
48 HIGH ST
OSTRANDER OH 43061

15TH
145 UNION ST
DELAWARE OH 43015

HALL
3990 TROY RD
DELAWARE OH 43015

LERETA
901 CORPORATE CENTER DR
POMONA CA 91768

SAYERS
266 NORTH ST
OSTRANDER OH 43061

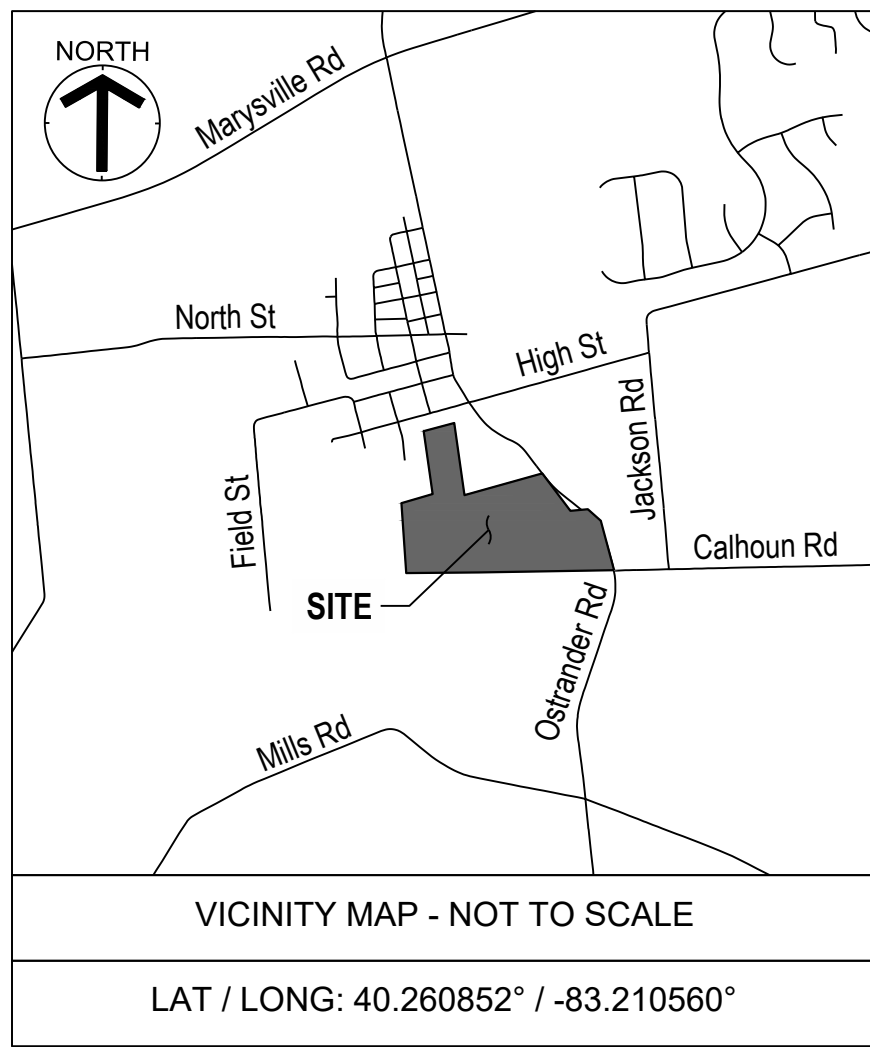
COTALITY
3001 HACKBERRY RD
IRVING TX 75063

FRYMAN SCOTT
4200 JACKTOWN RD
OSTRANDER OH 43061

UNION BANK
8805 GOVERNORS HILL DR
CINCINNATI OH 45249

VILLAGE OF OSTRANDER
P O BOX 35
OSTRANDER OH 43061

TAB 4
LEGAL DESCRIPTION



VICINITY MAP - NOT TO SCALE

LAT / LONG: 40.260852° / -83.210560°

EXHIBIT "A" LEGAL DESCRIPTION

The Land is described as follows:

Situated in the Village of Ostrander and Township of Scioto, County of Delaware, State of Ohio, and is described as follows:

Being a part of Virginia Military Survey Number 2993, Scioto Township, Delaware County, State of Ohio and more particularly described as follows:

Beginning at a railroad spike found in the intersection of County Road 153 (Ostrander Road) at Township Road 152 (Calhoun Road);

Thence South 88° 26' 02" West with Grantor's south line, a distance of 1406.35 feet to a wood corner post found;

Thence South 88° 56' 24" West with Grantor's south line, a distance of 758.82 feet to a stone corner found;

Thence North 04° 29' 42" West crossing a wood corner post found at 711.51 feet, a total distance of 728.97 feet to a point;

Thence North 73° 09' 34" East a distance of 337.93 feet to a wood corner post found;

Thence North 08° 44' 11" West and crossing a wood corner post found at 660.81 feet, a total distance of 662.12 feet to a point in the south line of Field's Addition to the Village of Ostrander as recorded in Plat Book 2, Page 191;

Thence North 74° 24' 14" East with said division line a distance of 330.00 feet to an iron pin found;

Thence South 08° 44' 20" East, a distance of 759.02 feet to an iron pin found;

Thence North 73° 44' 27" East a distance of 839.93 feet to a PK nail found in the centerline of County Road 153;

Thence South 37° 37' 59" East with the centerline of said road and a projection thereof, a distance of 489.18 feet to an iron pin set; Thence North 84° 07' 01" East a distance of 181.50 feet to an iron pin set;

Thence South 48° 52' 59" East a distance of 181.48 feet to an iron pin set;

Thence South 15° 37' 59" East a distance of 531.81 feet to a railroad spike found in the centerline of County Road 153, and the place of beginning, containing 44.67 acres of land, more or less.

All set iron pins are 5/8 inch and bear a plastic cap stamped "L.S. 6816".

EXCEPTING THEREFROM:

Situate in the State of Ohio, County of Delaware, Southwest Quarter, Scioto Township, Village of Ostrander, Virginia Military Survey Number 2993, being 1.799 acres out of that 44.67 acre tract of land now or formerly owned by John E. and Deborah L. Bowden, as described in a Survivorship Deed of record in Deed Book 488, page 408 (all references herein are to records located in the Recorder's Office, Delaware County, Ohio), said 1.799 acres being more particularly described as follows:

Beginning for reference, at the southeasterly corner of said 44.67 acre tract and said point being a railroad spike described as the intersection of County Road 153 (Ostrander Road) at Township Road 152 (Calhoun Road);

Thence South 88° 24' 17" West, with said southerly line a distance of 669.53 feet to the true point of beginning of said 1.799 acre split;

Thence continuing South 88° 24' 17" West, and still with said southerly line, a distance of 220.00 feet to an iron pin set;

Thence leaving said southerly line and through the aforementioned 44.67 acres tract, the following three (3) courses and distances:

- 1) North 1° 35' 41" West, a distance of 317.36 feet to an iron pin set;
- 2) North 88° 24' 17" East, a distance of 273.90 feet to an iron pin set;
- 3) South 8° 02' 35" West, a distance of 321.90 feet to the true point of beginning and containing 1.799 acres of land.

Iron pins set consist of a 30" long iron pipe, 1.0" O.D. with a plastic plug inscribed "URS".

Bearings herein are based on an assumed bearing of South 88° 24' 17" West for the southerly line of said 44.7 acre tract;

This description was prepared by URS Consultants, Inc., Site Utilities Departments, based on an actual field survey of the premises performed on May, 1991.

SCHEDULE B - SECTION II

(See surveyor notes for Title Commitment information.)

Items 1-10 and 19-20 are not survey related.

11. Ordinance No. 2023-04 recorded in Official Record Book 2070, Page 432, Delaware County, Ohio Records.
Surveyed property located within area described.
12. Ordinance No. 2004-11 recorded at Instrument 200500012211 and Cabinet 3, Slide 544, Delaware County, Ohio Records.
Surveyed property located within area described.
13. Easement in favor of The Dayton Power and Light Company recorded in Deed Book 567, Page 777, Delaware County, Ohio Records.
Located on surveyed property as approximately shown hereon. 10' Easement centered on the utility as installed.
14. Right of Way Easement in favor of the Village of Ostrander recorded in Deed Book 545, Page 271, Delaware County, Ohio Records.
Located on surveyed property as shown hereon.
15. Matters set forth on plat of Survey attached to deed recorded in Deed Book 488, Page 408, Delaware County, Ohio Records.
Surveyed property located within area described.
16. Temporary Right of Way Agreement in favor of the County of Delaware recorded in Deed Book 469, Page 218, Delaware County, Ohio Records.
Located on surveyed property as shown hereon.
17. Easement for Highway Purposes in favor of the County of Delaware recorded in Deed Book 469, Page 219, Delaware County, Ohio Records.
Located on surveyed property as shown hereon.
18. Matters set forth on plat recorded in Plat Book 2, Page 191, Delaware County, Ohio Records.
Not located on surveyed property.

SURVEYOR NOTES:

1. This survey does not constitute a title search by the surveyor. All information regarding record easements, and other documents that might affect the quality of title to the parcel shown hereon we obtained through a certified title commitment conducted by Multi-State Title Agency, LLC, Commitment Number 25-08-00096 and bearing an effective date of August 25, 2025 at 7:59 a.m.
2. Direct access to the subject parcel is available via Ostrander Road. No roadway improvement plans were disclosed to CESO during the survey.
3. The utilities shown are located from field survey information and/or existing drawings supplied by client. The surveyor makes no guarantee that the utilities located comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the utilities located are in the exact location indicated although the surveyor does certify that they are located as accurately as possible from information available. For utility lines or service locations on private property CESO recommends contracting a private underground utility location service. Utilities were marked by OUPS, dated October 17, 2025, Project Numbers B529000519-00B and B529000520-00B. For utility lines and service locations on private property CESO recommends contacting a private underground utility location service.
4. The closest intersection is the intersection between Ostrander Road and Calhoun Road located near the Southeastern corner of the subject parcel.
5. Parcel is located within Zone "A" (Base Flood Elevation), Zone "AE" (Floodway), Zone X (Area of Minimal Flood Hazard), Zone "X" (0.2 PCT Annual Chance Flood Hazard), and Regulatory Floodway as indicated by the Flood Insurance Rate Map (FIRM) Map Number 39041C0090L, effective date: December 21, 2023 published by the Federal Emergency Management Agency.
6. A zoning report was not provided to the surveyor at the time of survey.
7. There are 0 regular parking spaces and 0 handicap spaces on the subject parcel.
8. There was no observed evidence of current earth moving work, building construction or building additions at the time of this survey.
9. No proposed changes in street right of way lines were provided to the surveyor. No evidence of street or sidewalk construction or repairs observed at time of survey.

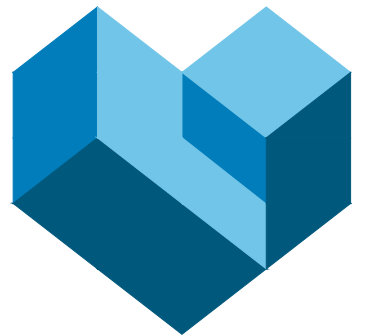
| Significant Observations | |
|--------------------------|---------------------------------|
| Feature | Distance onto surveyed Property |
| Propane Tank | 5'-1" |
| Stone Wall | 17'-9" |
| Shed | 0'-6" |

SURVEYOR'S CERTIFICATION:

(i) Multi-State Title Agency, LLC (ii) Clayton Properties Group, Inc. dba Arbor Homes

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6a, 6b, 8, 9, 11a, 13, 14, 16, 17, and 18 of Table A thereof. The fieldwork was completed on November, 20th, 2025.

Matthew J. Ackroyd, Ohio PS No. 8897 _____ Date
matt.ackroyd@cesoinc.com



CESO
WWW.CESOINC.COM

2800 Corporate Exchange Dr., Suite 400
Columbus, OH 43231
Phone: 614.794.7090 Fax: 888.208.4826

Ostrander Rd.
State of Ohio, County of Delaware, Village of Ostrander,
Township of Scioto, Virginia Military Survey Number 2993

| ID | Revisions / Submissions |
|-------------------|-------------------------|
| Description | Date |
| © 2025 CESO, INC. | |
| Project Number: | 767257 |
| Drawn By: | APC |
| Checked By: | MJA |
| Date: | 12/10/2025 |
| Issue: | N/A |

Drawing Title:
ALTA/NSPS Land Title Survey

TAB 5
DEVELOPMENT PLAN EXHIBITS

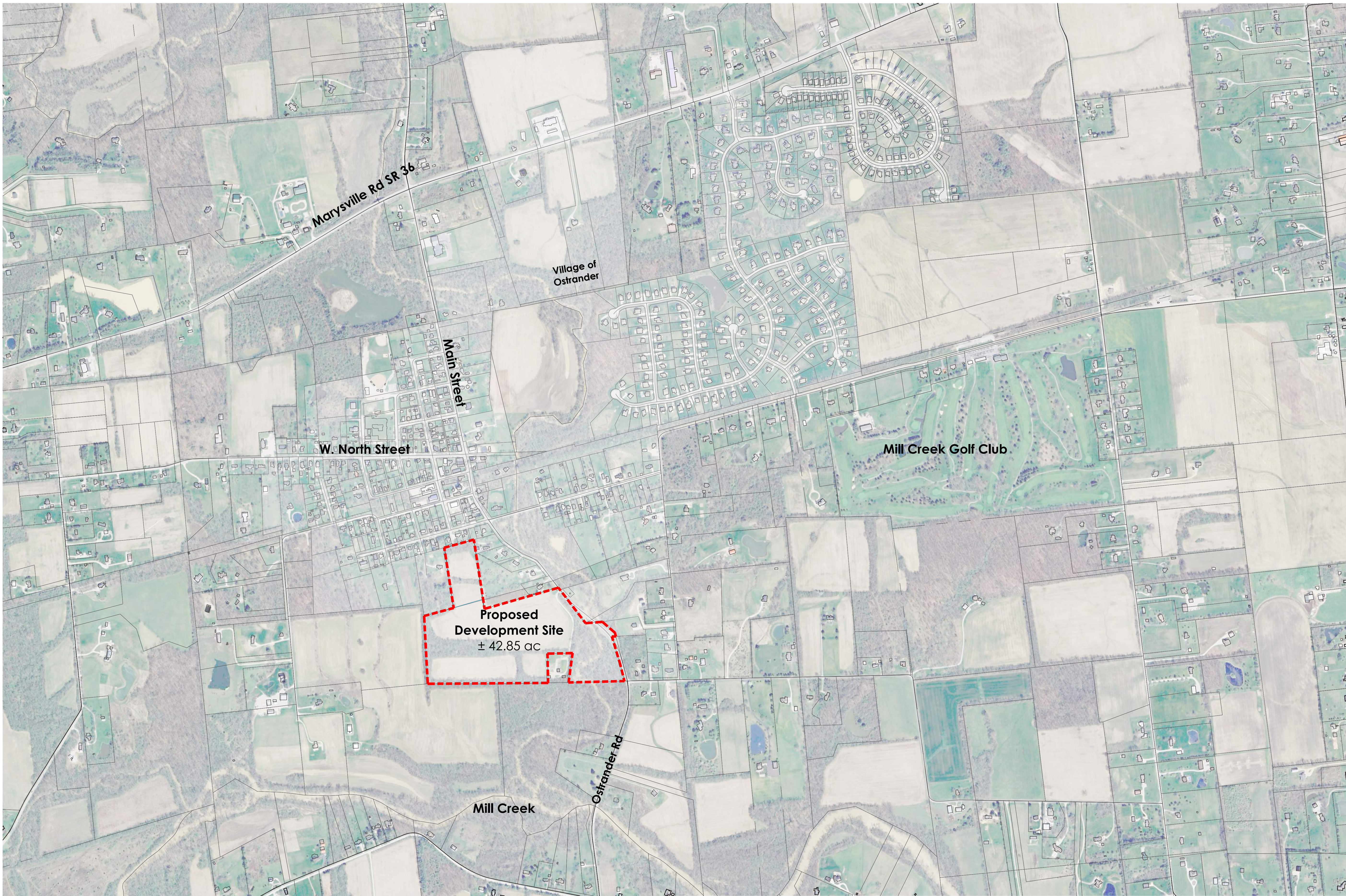
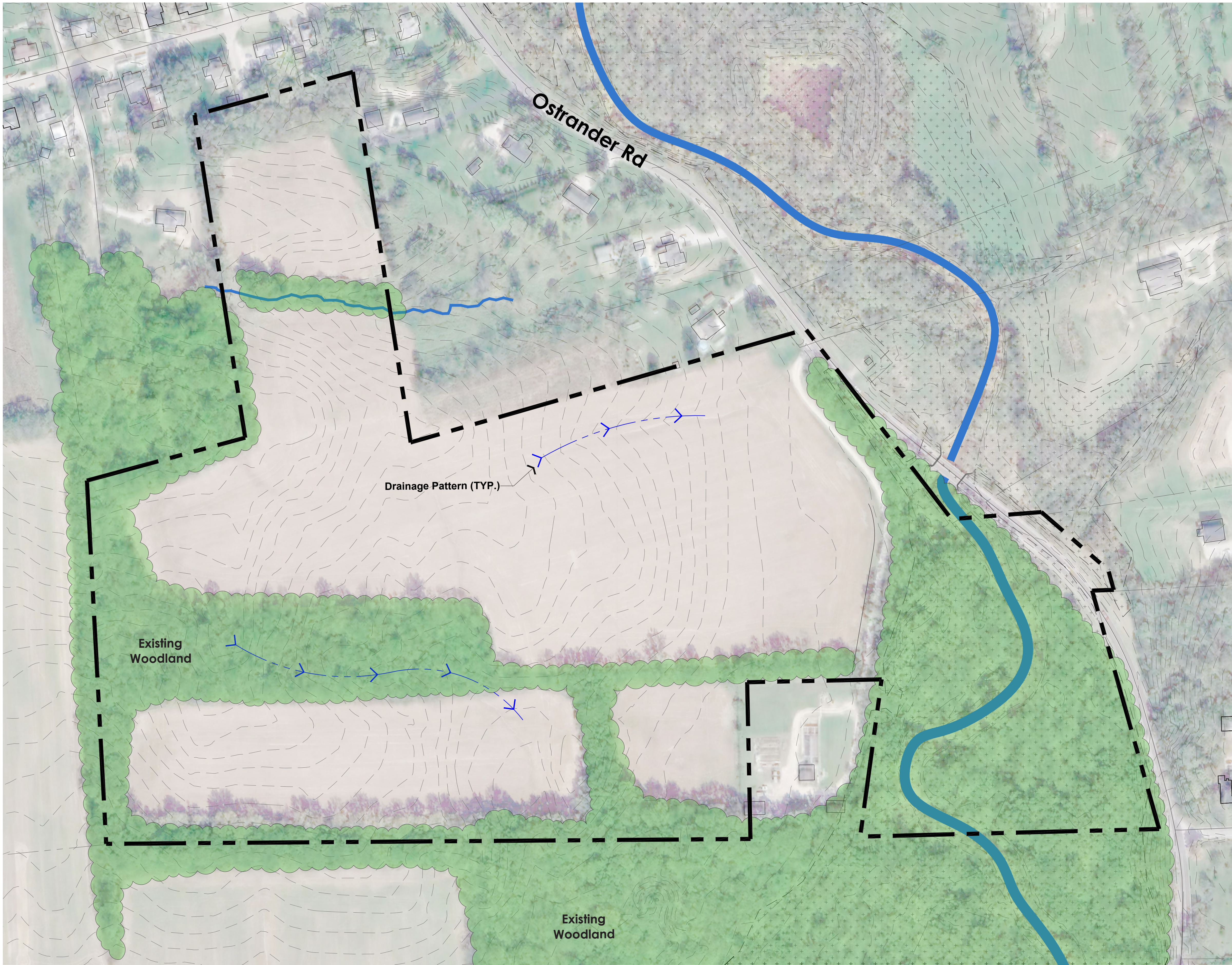


Exhibit A1 - Regional Context



SITE DATA

Total Acreage: ± 42.85 acres

KEY

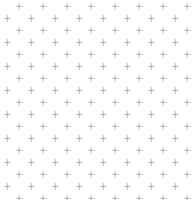


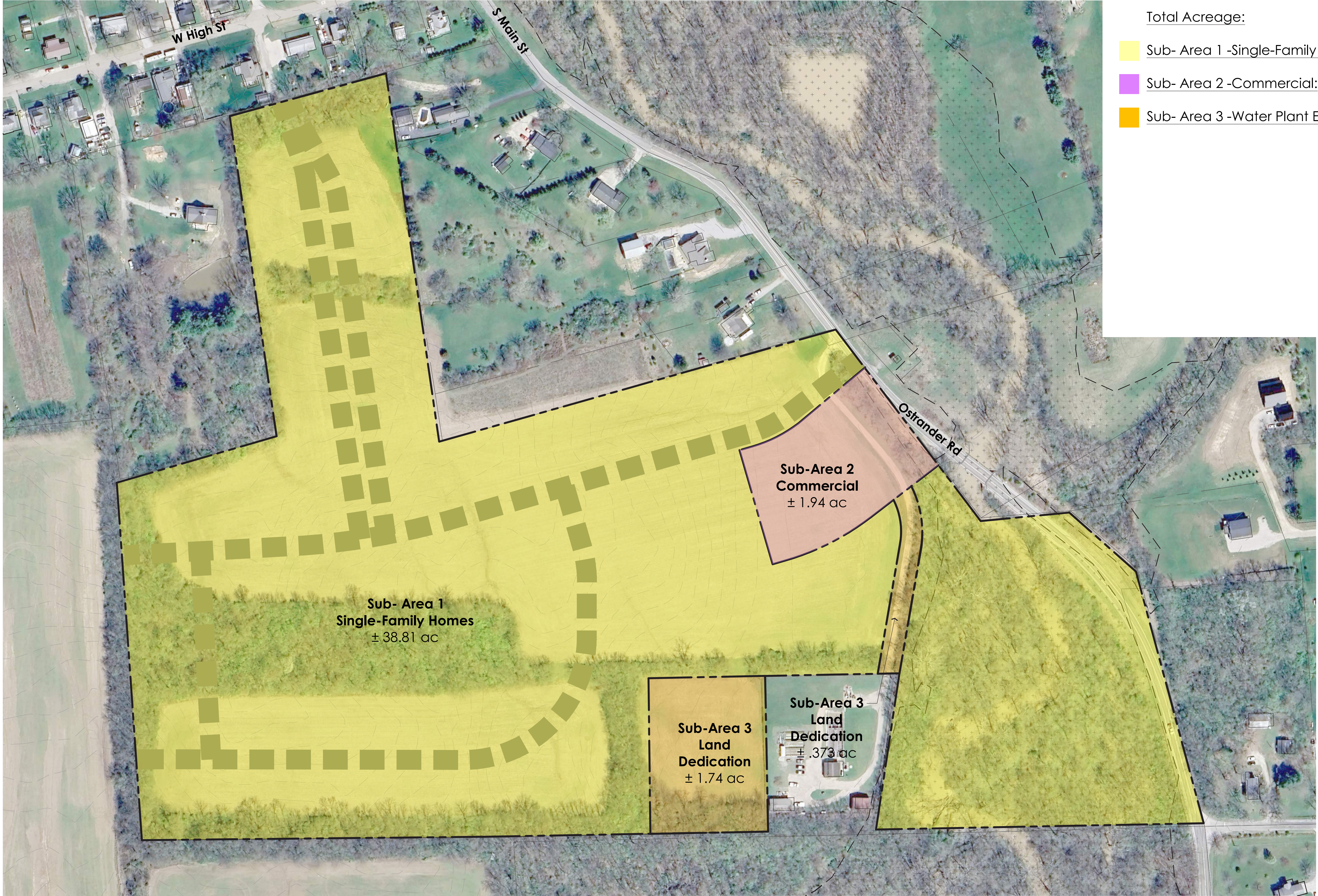
-  FLOODPLAIN
-  Ex. Stream
-  Property Boundary

Exhibit A2 - Existing Conditions

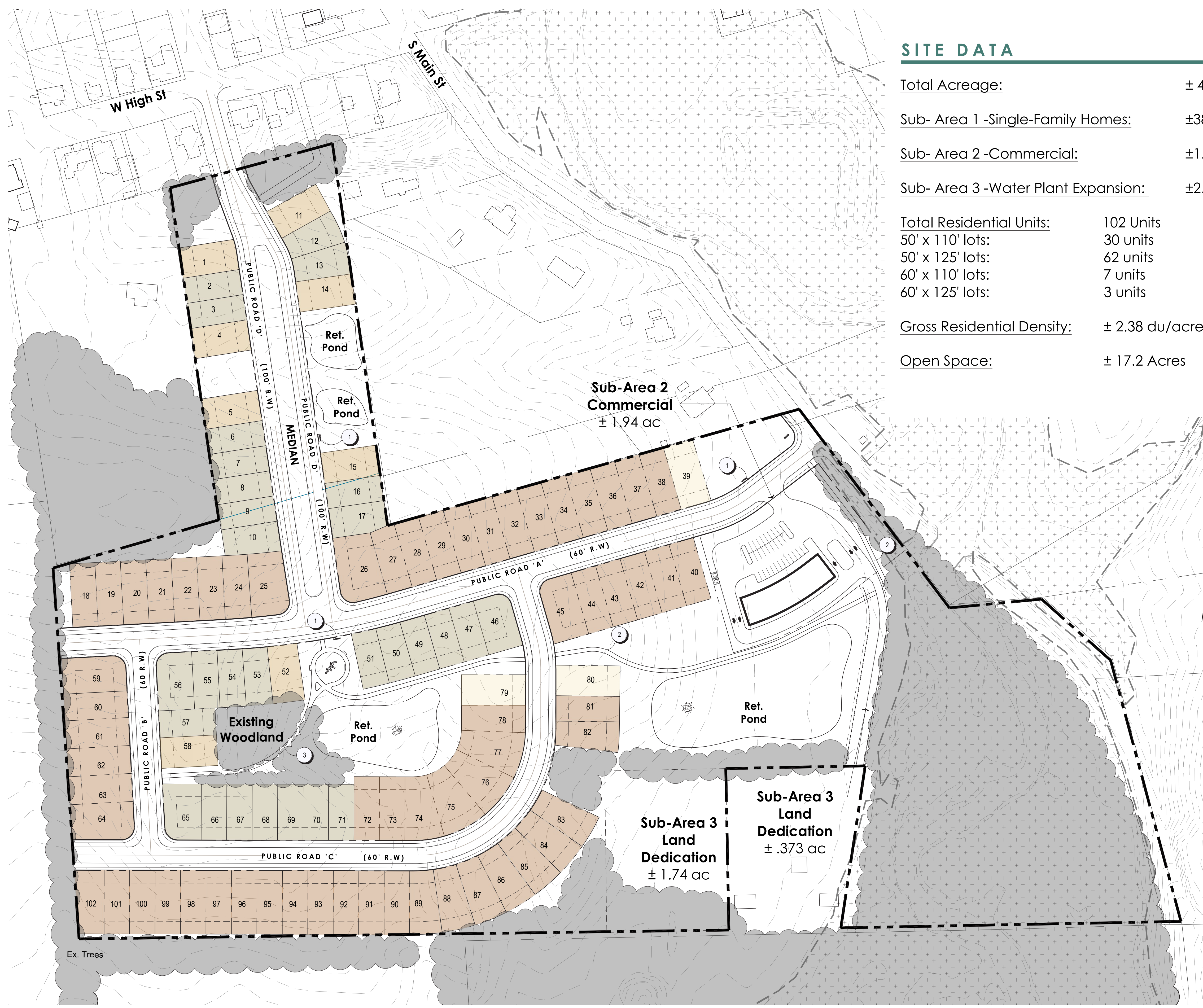


SITE DATA

| | |
|-------------------------------------|---------------|
| Total Acreage: | ± 42.85 acres |
| Sub- Area 1 -Single-Family Homes: | ±38.81 acres |
| Sub- Area 2 -Commercial: | ±1.94 acres |
| Sub- Area 3 -Water Plant Expansion: | ±2.1 acres |

KEY

 FLOODPLAIN

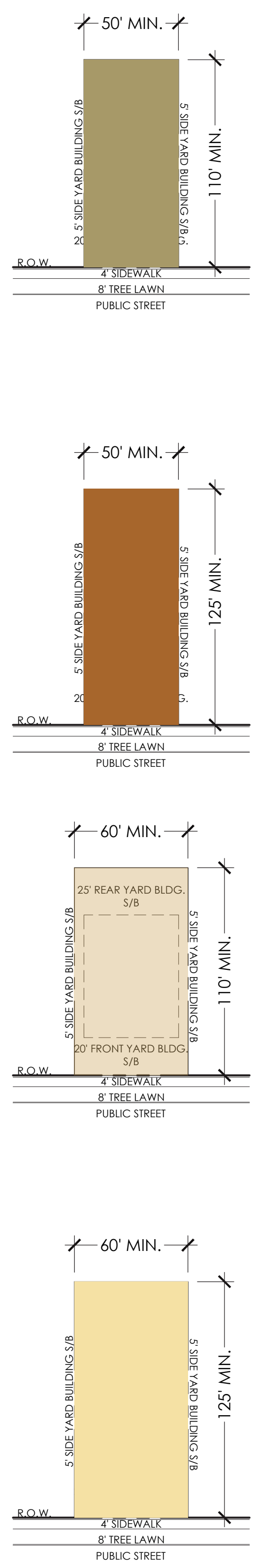


SITE DATA

| | |
|-------------------------------------|------------------|
| Total Acreage: | ± 42.85 acres |
| Sub- Area 1 -Single-Family Homes: | ±38.81 acres |
| Sub- Area 2 -Commercial: | ±1.94 acres |
| Sub- Area 3 -Water Plant Expansion: | ±2.1 acres |
| Total Residential Units: | 102 Units |
| 50' x 110' lots: | 30 units |
| 50' x 125' lots: | 62 units |
| 60' x 110' lots: | 7 units |
| 60' x 125' lots: | 3 units |
| Gross Residential Density: | ± 2.38 du/acre |
| Open Space: | ± 17.2 Acres |

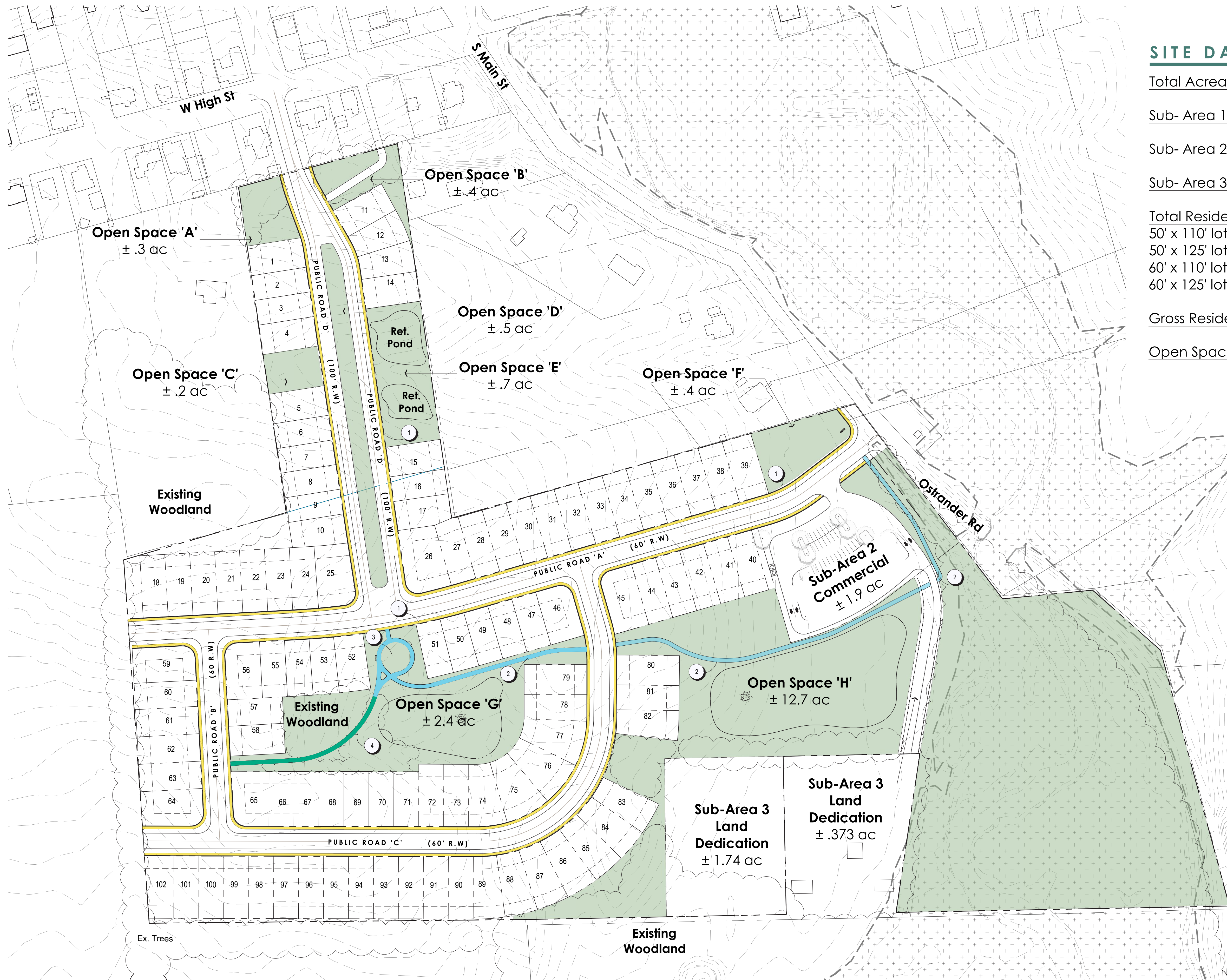
LOT KEY

- 50' x 110' lots
- 50' x 125' lots
- 60' x 110' lots
- 60' x 125' lots



REFERENCE LANDSCAPE NOTES

| KEY | ITEM | REFERENCE | NOTES |
|-----|-----------------|-----------|--|
| 1 | CBU MAILBOX | F3 C | FINAL LOCATION & CONFIGURATION OF CLUSTER BOX UNITS TO BE COORDINATED WITH & APPROVED BY THE LOCAL USPS GROWTH MANAGER |
| 2 | 8' ASPHALT PATH | B2 | SEE EXHIBIT B2 FOR CIRCULATION |
| 3 | PRIMITIVE PATH | B2 | SEE EXHIBIT B2 FOR CIRCULATION |



SITE DATA

| | |
|-------------------------------------|----------------|
| Total Acreage: | ± 42.85 acres |
| Sub- Area 1 -Single-Family Homes: | ±38.81 acres |
| Sub- Area 2 -Commercial: | ±1.94 acres |
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| Gross Residential Density: | ± 2.38 du/acre |
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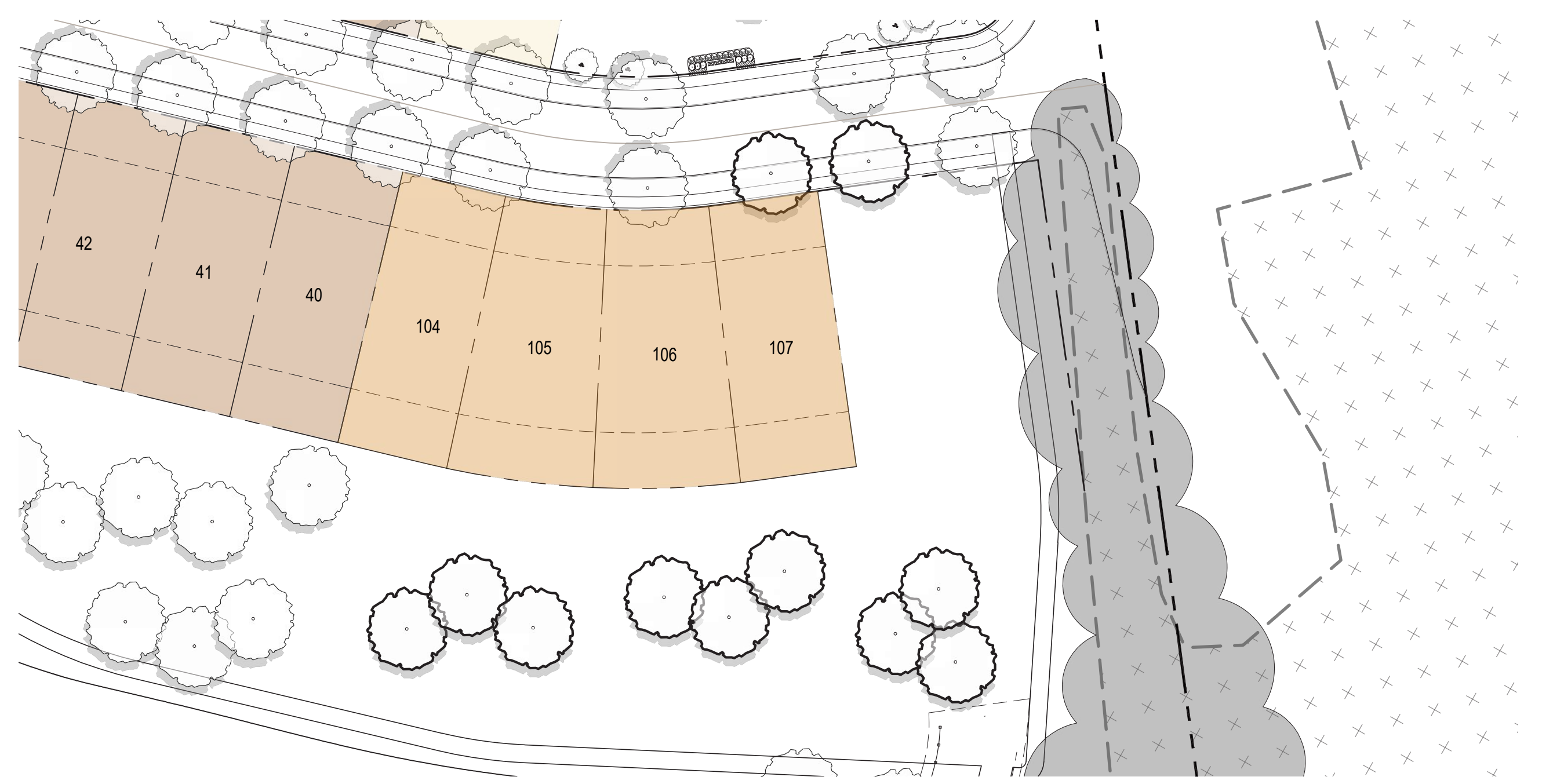
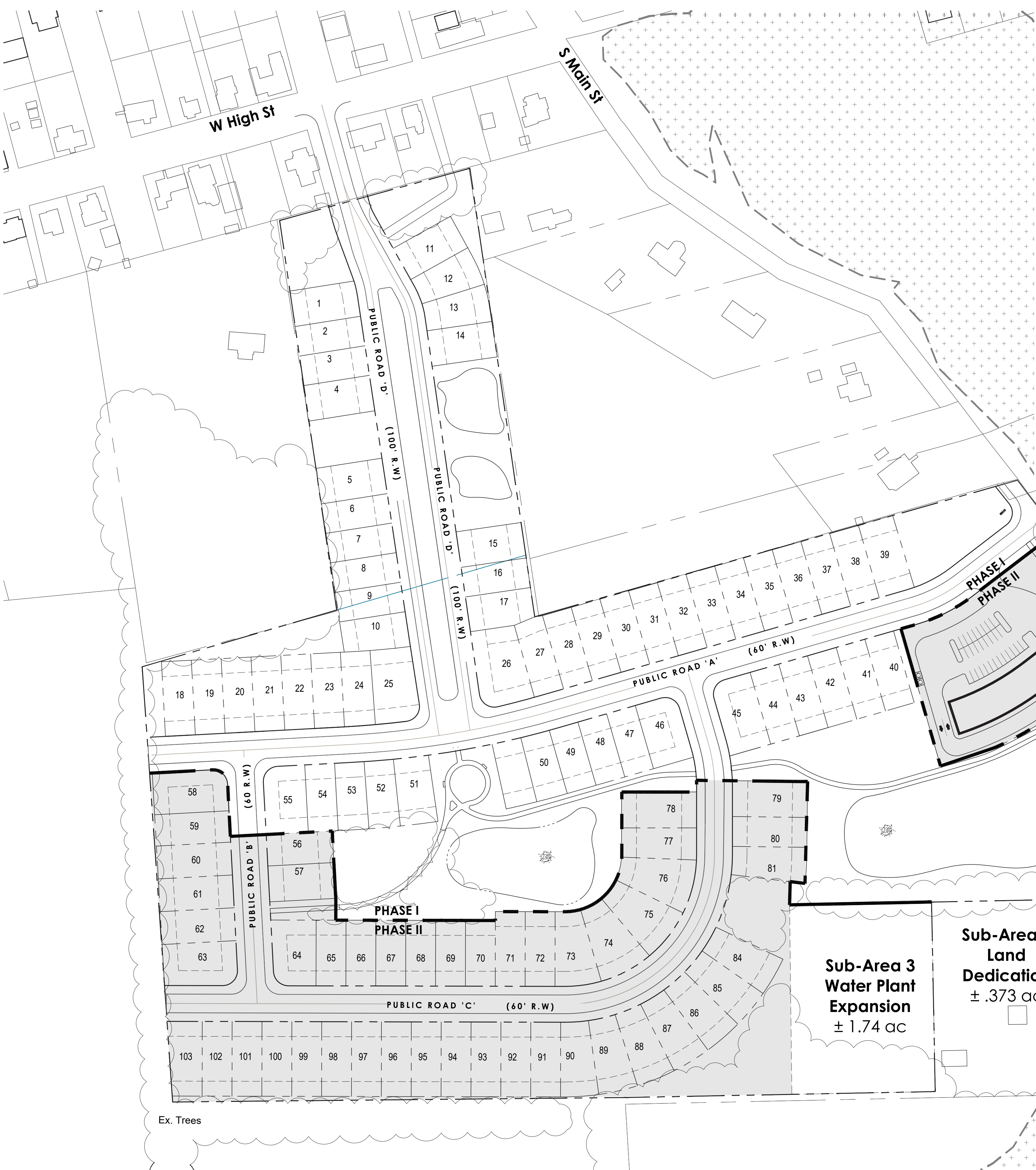
REFERENCED LANDSCAPE NOTES

| KEY | ITEM | REFERENCE | NOTES |
|-----|-----------------|-----------|--|
| 1 | CBU MAILBOX | | FINAL LOCATION & CONFIGURATION OF CLUSTER BOX UNITS TO BE COORDINATED WITH & APPROVED BY THE LOCAL USPS GROWTH MANAGER |
| 2 | 8' ASPHALT PATH | | |
| 3 | PLAYGROUND | | EQUIPMENT TO BE APPROVED BY OWNER OR EQUAL |
| 4 | PRIMITIVE PATH | | FINAL LOCATION TO BE FIELD VERIFIED AND APPROVED BY OWNER |

KEY

- 5' SIDEWALK
- PRIMITIVE PATH
- 8' ASPHALT PATH

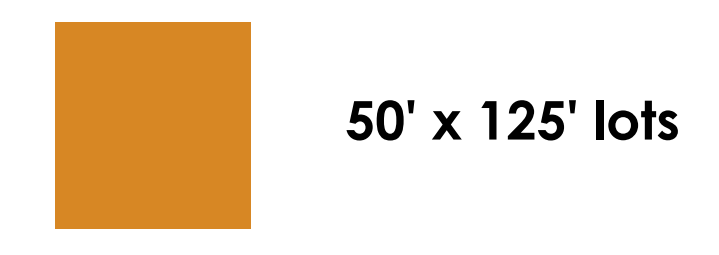
Exhibit B2 - Open Space Plan

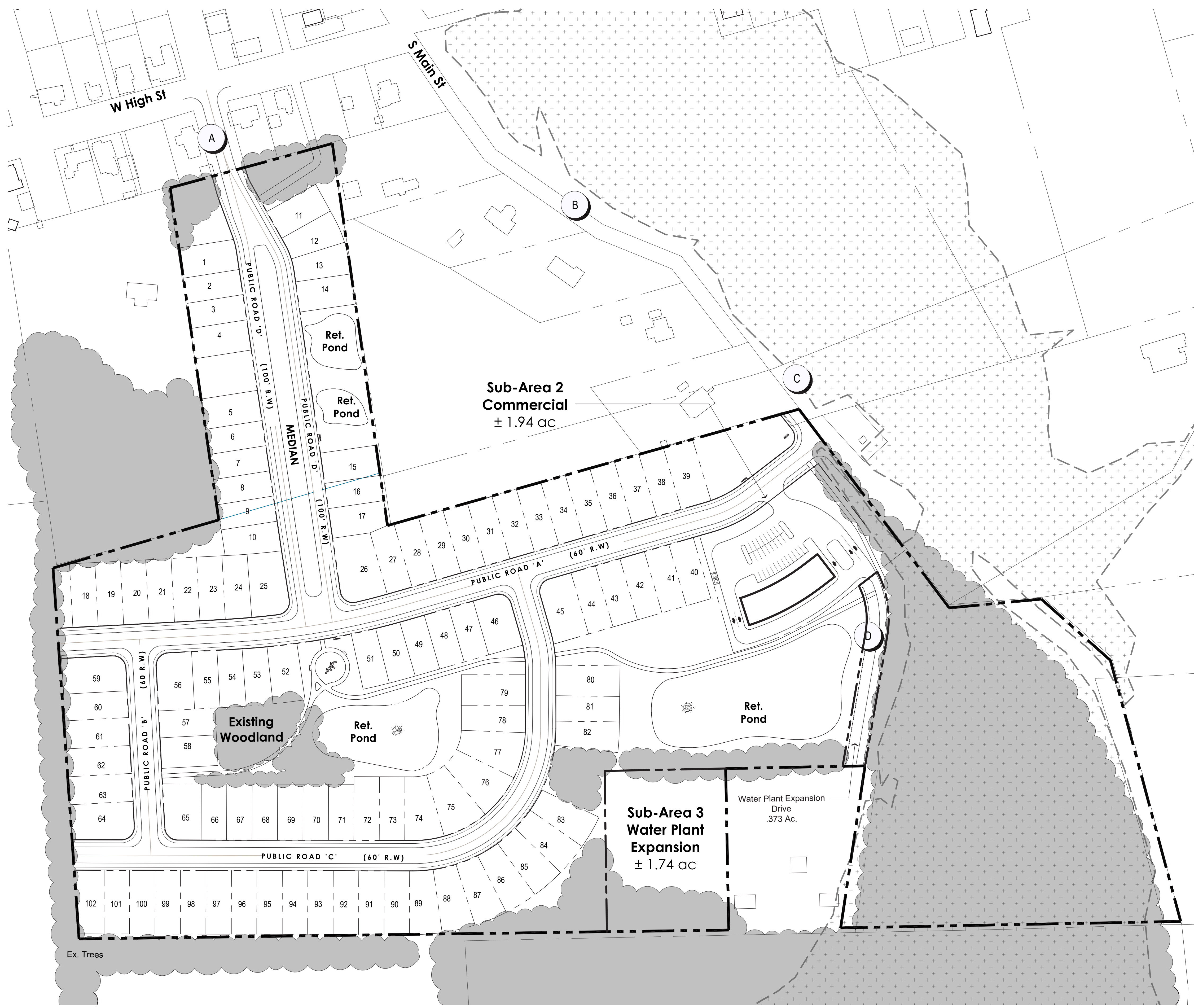


Alternative layout for Subarea 2



LOT KEY

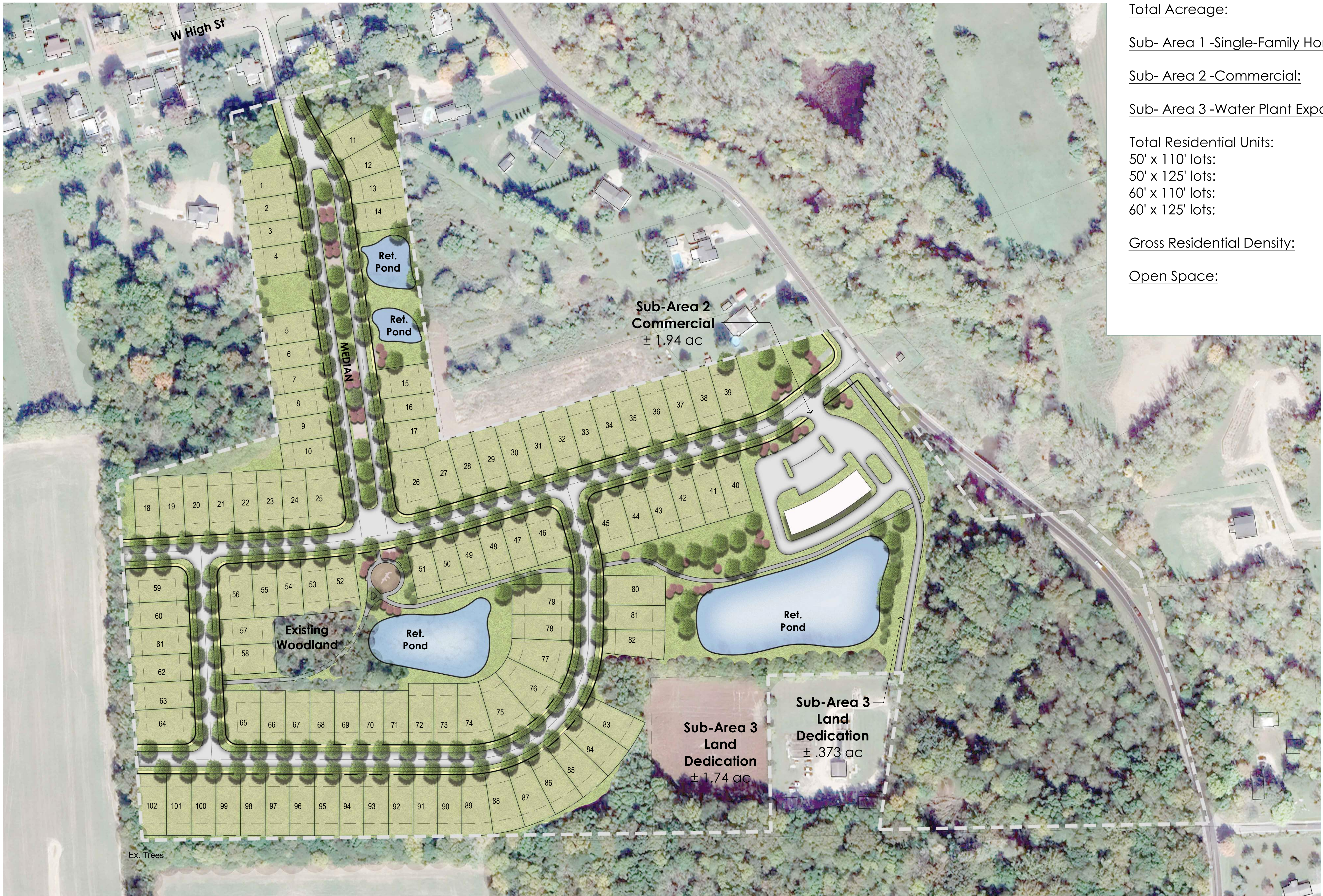




SITE KEY

- A** South 2nd Street Improvements
-Adjust R.O.W. and lot Lines to clean up title.
-Resurface, widen, add curb, add gutter and add striping to South 2nd Street
- B** South Main Street Improvements
-1,200' of lane striping to North Street (Centerline, Sides crosswalks and stops).
- C** Village Sign Enhancement
-Contribution and additional new village signage should, the village desire.
- D** Water Plant Expansion/Improvements
-Expansion to 2+ acres.
-New Privacy/Security Fence.
-New Automatic Gate.
-Landscape Screening.

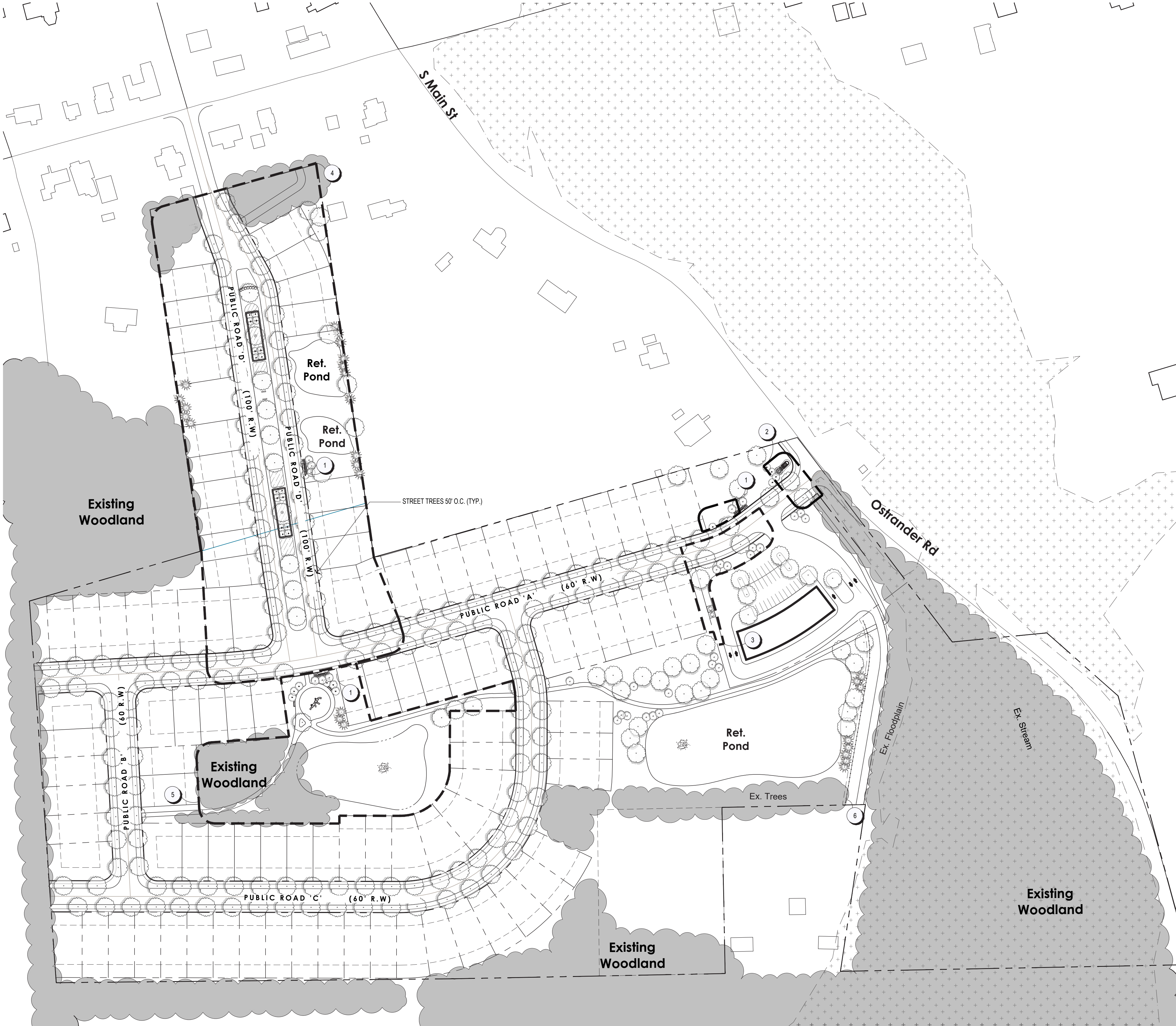
Exhibit B4 - Public Improvement Plan



SITE DATA

| | |
|-------------------------------------|----------------|
| Total Acreage: | ± 42.85 acres |
| Sub- Area 1 -Single-Family Homes: | ±38.81 acres |
| Sub- Area 2 -Commercial: | ±1.94 acres |
| Sub- Area 3 -Water Plant Expansion: | ±2.1 acres |
| Total Residential Units: | 102 Units |
| 50' x 110' lots: | 30 units |
| 50' x 125' lots: | 62 units |
| 60' x 110' lots: | 7 units |
| 60' x 125' lots: | 3 units |
| Gross Residential Density: | ± 2.38 du/acre |
| Open Space: | ± 17.2 Acres |

Exhibit C1 - Illustrative Plan



PLANT LIST (Contractor is responsible for all plant material shown on plan)

| CODE | BOT. NAME/COMMON NAME | SIZE | COND. | SPACING | NOTES |
|---|--|-----------|-------|----------|------------|
| DECIDUOUS SHADE TREES / STREET TREES | | | | | |
| AC FR | Acer x freemanii 'Sugar Maple' Sugar Maple | 2" CAL. | B&B | AS SHOWN | Match Form |
| CE OC | Celtis occidentalis Hackberry | 2" CAL. | B&B | AS SHOWN | Match Form |
| CL KE | Cladrastis kentuckea American Yellowwood | 2" CAL. | B&B | AS SHOWN | Match Form |
| QU MA | Quercus macrocarpa Burk Oak | 2" CAL. | B&B | AS SHOWN | Match Form |
| LI ST | Liquidambar styraciflua 'Moraine' Moraine Sweetgum | 2" CAL. | B&B | AS SHOWN | Match Form |
| NY SY | Nyssa sylvatica 'Wildfire' Wildfire Blackgum | 2" CAL. | B&B | AS SHOWN | Match Form |
| TI AM | Tilia americana American Linden | 2" CAL. | B&B | AS SHOWN | Match Form |
| QU RU | Quercus rubra Red Oak | 2" CAL. | B&B | AS SHOWN | Match Form |
| QU BI | Quercus bicolor Swamp White Oak | 2" CAL. | B&B | AS SHOWN | Match Form |
| TI CO | Tilia cordata 'Greenspire' Greenspire Littleleaf Linden | 2" CAL. | B&B | AS SHOWN | Match Form |
| ORNAMENTAL TREES / SMALL TREES | | | | | |
| AM CA | Amelanchier canadensis 'Glenn Form' Rainbow Pillar Serviceberry | 1.5" CAL. | B&B | AS SHOWN | Match Form |
| CE CA | Cercis canadensis Eastern Redbud | 1.5" CAL. | B&B | AS SHOWN | Match Form |
| CR VI | Crataegus viridis 'Winter King' Winter King Hawthorn | 1.5" CAL. | B&B | AS SHOWN | Match Form |
| CO RU | Cornus Florida F. Rubra Pink Flowering Dogwood | 1.5" CAL. | B&B | AS SHOWN | Match Form |
| EVERGREEN TREES | | | | | |
| PI AB | Picea abies Norway Spruce | 6' HT. | B&B | PER PLAN | |
| PI OM | Picea omorika Serbian Spruce | 6' HT. | B&B | PER PLAN | |
| PI ST | Pinus Strobus White Pine | 6' HT. | B&B | PER PLAN | |

GENERAL PLANTING NOTES

REFER TO CIVIL PLANS FOR MORE INFORMATION ON PUBLIC STREETS AND UTILITIES
 FIELD VERIFY LOCATION AND DEPTHS OF ALL UTILITIES. HAND EXCAVATE ALL PLANTING PITS.
 ALL GROUNDCOVERS AND PERENNIALS TO BE PLANTED DURING THE SPRING PLANTING WINDOW. FALL GROUNDCOVER AND PERENNIAL PLANTINGS WILL NOT BE ACCEPTED.
 COORDINATE PLANTING TIMES WITH OWNERS REPRESENTATIVE TO INCREASE SUCCESS OF GROUNDCOVER AND PERENNIAL PLANTINGS.

REFERENCED LANDSCAPE NOTES

| KEY | ITEM | REFERENCE | NOTES |
|-----|------------------------|-----------|--|
| 1 | CBU MAILBOX | F3 C | FINAL LOCATION & CONFIGURATION OF CLUSTER BOX UNITS TO BE COORDINATED WITH & APPROVED BY THE LOCAL USPS GROWTH MANAGER |
| 2 | ENTRY ENLARGEMENT | F1 | - |
| 3 | COMMERCIAL BUFFER | F1 | - |
| 4 | BOULEVARD ENLARGEMENT | C3 | - |
| 5 | PLAYGROUND ENLARGEMENT | C4 | - |
| 6 | FENCE | - | OR OWNER APPROVED EQUAL |



PLANT LIST (Contractor is responsible for all plant material shown on plan)

| CODE | BOT. NAME/COMMON NAME | SIZE | COND. | SPACING | NOTES |
|---|--|---------|-------|----------|------------|
| DECIDUOUS SHADE TREES / STREET TREES | | | | | |
| AC FR | Acer x freemanii 'Sugar Maple' Sugar Maple | 2" CAL. | B&B | AS SHOWN | Match Form |
| CE OC | Celtis occidentalis Hackberry | 2" CAL. | B&B | AS SHOWN | Match Form |
| CL KE | Cladrastis kentuckea American Yellowwood | 2" CAL. | B&B | AS SHOWN | Match Form |
| NY SY | Nyssa sylvatica 'Wildfire' Wildfire Blackgum | 2" CAL. | B&B | AS SHOWN | Match Form |
| TI AM | Tilia Americana American Linden | 2" CAL. | B&B | AS SHOWN | Match Form |
| QU RU | Quercus rubra Red Oak | 2" CAL. | B&B | AS SHOWN | Match Form |
| TI CO | Tilia cordata 'Greenspire' Greenspire Littleleaf Linden | 2" CAL. | B&B | AS SHOWN | Match Form |
| EVERGREEN SHRUBS | | | | | |
| PI AB | Picea abies Norway Spruce | 6' HT. | B&B | PER PLAN | |
| PI OM | Picea omorika Serbian Spruce | 6' HT. | B&B | PER PLAN | |
| PI ST | Pinus Strobus White Pine | 6' HT. | B&B | PER PLAN | |

| CODE | BOT. NAME/COMMON NAME | SIZE | COND. | SPACING | NOTES |
|--|--|-----------|-------|----------|------------|
| ORNAMENTAL TREES / SMALL TREES | | | | | |
| AM CA | Amelanchier canadensis 'Glenn Form' Rainbow Pillar Serviceberry | 1.5" CAL. | B&B | AS SHOWN | Match Form |
| CE CA | Cercis canadensis Eastern Redbud | 1.5" CAL. | B&B | AS SHOWN | Match Form |
| CO RU | Cornus Florida F. Rubra Pink Flowering Dogwood | 1.5" CAL. | B&B | AS SHOWN | Match Form |
| EVERGREEN TREES | | | | | |
| PI AB | Picea abies Norway Spruce | 6' HT. | B&B | PER PLAN | |
| PI OM | Picea omorika Serbian Spruce | 6' HT. | B&B | PER PLAN | |
| PI ST | Pinus Strobus White Pine | 6' HT. | B&B | PER PLAN | |
| PERENNIALS/ GRASSES/ GROUNDCOVERS | | | | | |
| LI MU | Liriope muscari Lilyturf | 6"-12" | 1# | 18" O.C | |
| PA VI | Panicum virginata 'northwind' Northwind Switchgrass | 18"-24" | 3# | PER PLAN | |
| EC PU | Echinacea purpurea 'cheyenne Spirit' 'Cheyenne Spirit' Coneflower | 12-14" | 1# | 18" O.C | |

REFERENCED LANDSCAPE NOTES

| KEY | ITEM | REFERENCE | NOTES |
|-----|---------------|-----------|--|
| 1 | CBU STRUCTURE | F3 C | FINAL LOCATION & CONFIGURATION OF CLUSTER BOX UNITS TO BE COORDINATED WITH & APPROVED BY THE LOCAL USPS GROWTH MANAGER |
| 3 | PLAYGROUND | F2 | FINAL DESIGN TO BE APPROVED BY OWNER |

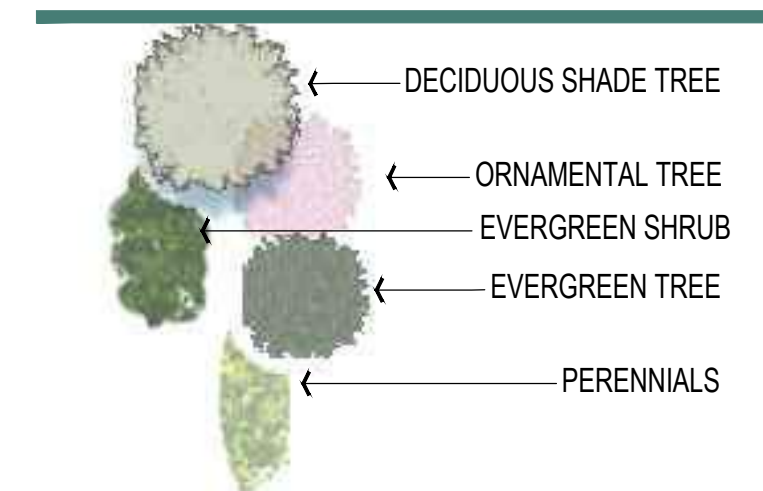
GENERAL PLANTING NOTES

REFER TO CIVIL PLANS FOR MORE INFORMATION ON PUBLIC STREETS AND UTILITIES
FIELD VERIFY LOCATION AND DEPTHS OF ALL UTILITIES. HAND EXCAVATE ALL PLANTING PITS.
ALL GROUNDCOVERS AND PERENNIALS TO BE PLANTED DURING THE SPRING PLANTING WINDOW. FALL GROUNDCOVER AND PERENNIAL PLANTINGS WILL NOT BE ACCEPTED. COORDINATE PLANTING TIMES WITH OWNERS REPRESENTATIVE TO INCREASE SUCCESS OF GROUNDCOVER AND PERENNIAL PLANTINGS.

CODED LANDSCAPE NOTES

- 1. SEED/ SOD OR APPROVED EQUAL
- 2. LANDSCAPE BED - PROVIDE 3" DEPTH HARDWOOD MULCH. POSITIVE DRAINAGE IN ALL DIRECTIONS. HAND SPADE EDGE.
- 3. EVERGREEN BOSCAIGE
- 4. OHIO TALL NATURAL POLLINATOR MIX

LANDSCAPE KEY





PLANT LIST (Contractor is responsible for all plant material shown on plan)

| CODE | BOT. NAME/COMMON NAME | SIZE | COND. | SPACING | NOTES |
|---|--|---------|-------|----------|------------|
| DECIDUOUS SHADE TREES / STREET TREES | | | | | |
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| CE OC | Celtis occidentalis Hackberry | 2" CAL. | B&B | AS SHOWN | Match Form |
| CL KE | Cladrastis kentuckea American Yellowwood | 2" CAL. | B&B | AS SHOWN | Match Form |
| NY SY | Nyssa sylvatica 'Wildfire' Wildfire Blackgum | 2" CAL. | B&B | AS SHOWN | Match Form |
| TI AM | Tilia Americana American Linden | 2" CAL. | B&B | AS SHOWN | Match Form |
| QU RU | Quercus rubra Red Oak | 2" CAL. | B&B | AS SHOWN | Match Form |
| TI CO | Tilia cordata 'Greenspire' Greenspire Littleleaf Linden | 2" CAL. | B&B | AS SHOWN | Match Form |
| EVERGREEN SHRUBS | | | | | |
| PI AB | Picea abies Norway Spruce | 6' HT. | B&B | PER PLAN | |
| PI OM | Picea omorika Serbian Spruce | 6' HT. | B&B | PER PLAN | |
| PI ST | Pinus Strobus White Pine | 6' HT. | B&B | PER PLAN | |

| CODE | BOT. NAME/COMMON NAME | SIZE | COND. | SPACING | NOTES |
|--|--|-----------|-------|----------|------------|
| ORNAMENTAL TREES / SMALL TREES | | | | | |
| AM CA | Amelanchier canadensis 'Glenn Form' Rainbow Pillar Serviceberry | 1.5" CAL. | B&B | AS SHOWN | Match Form |
| CE CA | Cercis canadensis Eastern Redbud | 1.5" CAL. | B&B | AS SHOWN | Match Form |
| CO RU | Cornus Florida F. Rubra Pink Flowering Dogwood | 1.5" CAL. | B&B | AS SHOWN | Match Form |
| EVERGREEN TREES | | | | | |
| PI AB | Picea abies Norway Spruce | 6' HT. | B&B | PER PLAN | |
| PI OM | Picea omorika Serbian Spruce | 6' HT. | B&B | PER PLAN | |
| PI ST | Pinus Strobus White Pine | 6' HT. | B&B | PER PLAN | |
| PERENNIALS/ GRASSES/ GROUNDCOVERS | | | | | |
| LI MU | Liriope muscari Lilyturf | 6"-12" | 1# | 18" O.C | |
| PA VI | Panicum virginata 'northwind' Northwind Switchgrass | 18"-24" | 3# | PER PLAN | |
| EC PU | Echinacea purpurea 'cheyenne Spirit' 'Cheyenne Spirit' Coneflower | 12-14" | 1# | 18" O.C | |

REFERENCED LANDSCAPE NOTES

| KEY | ITEM | REFERENCE | NOTES |
|-----|---------------|-----------|--|
| 1 | CBU STRUCTURE | F3 C | FINAL LOCATION & CONFIGURATION OF CLUSTER BOX UNITS TO BE COORDINATED WITH & APPROVED BY THE LOCAL USPS GROWTH MANAGER |
| 2 | PLAYGROUND | F3 | FINAL DESIGN TO BE APPROVED BY OWNER |

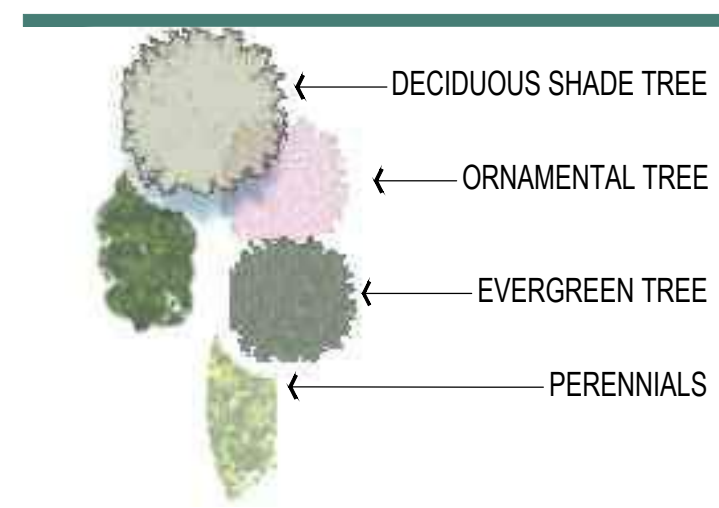
GENERAL PLANTING NOTES

REFER TO CIVIL PLANS FOR MORE INFORMATION ON PUBLIC STREETS AND UTILITIES
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CODED LANDSCAPE NOTES

- 1 SEED/ SOD OR APPROVED EQUAL
- 2 LANDSCAPE BED - PROVIDE 3" DEPTH HARDWOOD MULCH, POSITIVE DRAINAGE IN ALL DIRECTIONS. HAND SPADE EDGE.
- 3 EVERGREEN BOSCAIGE
- 4 OHIO TALL NATURAL POLLINATOR MIX

LANDSCAPE KEY





A Boulevard Entry



B Boulevard Drive



C Boulevard South



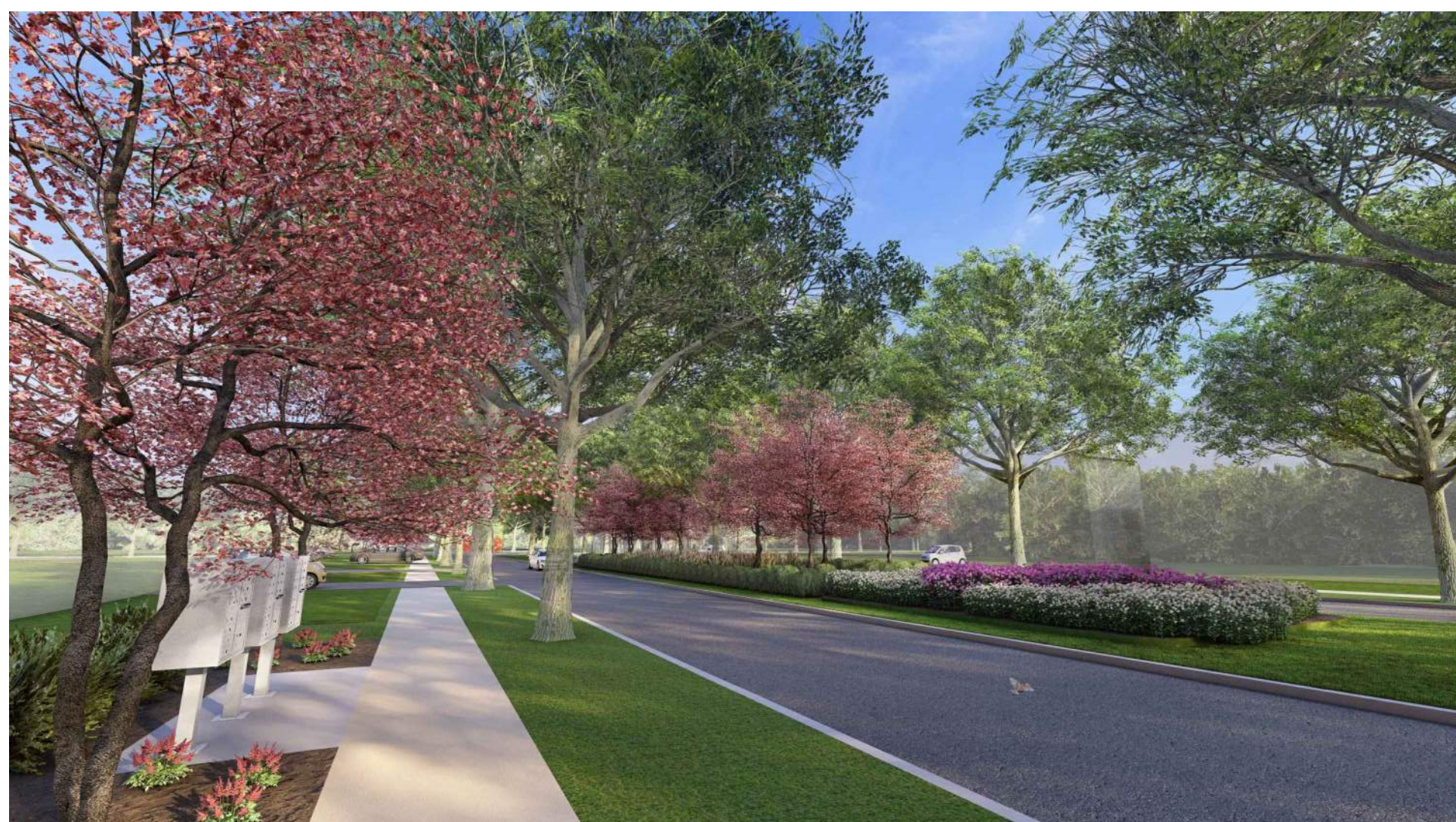
D Playground Birds Eye I



E Playground Birds Eye II



F Boulevard North



H Cluster Mailbox Views

Reference Map

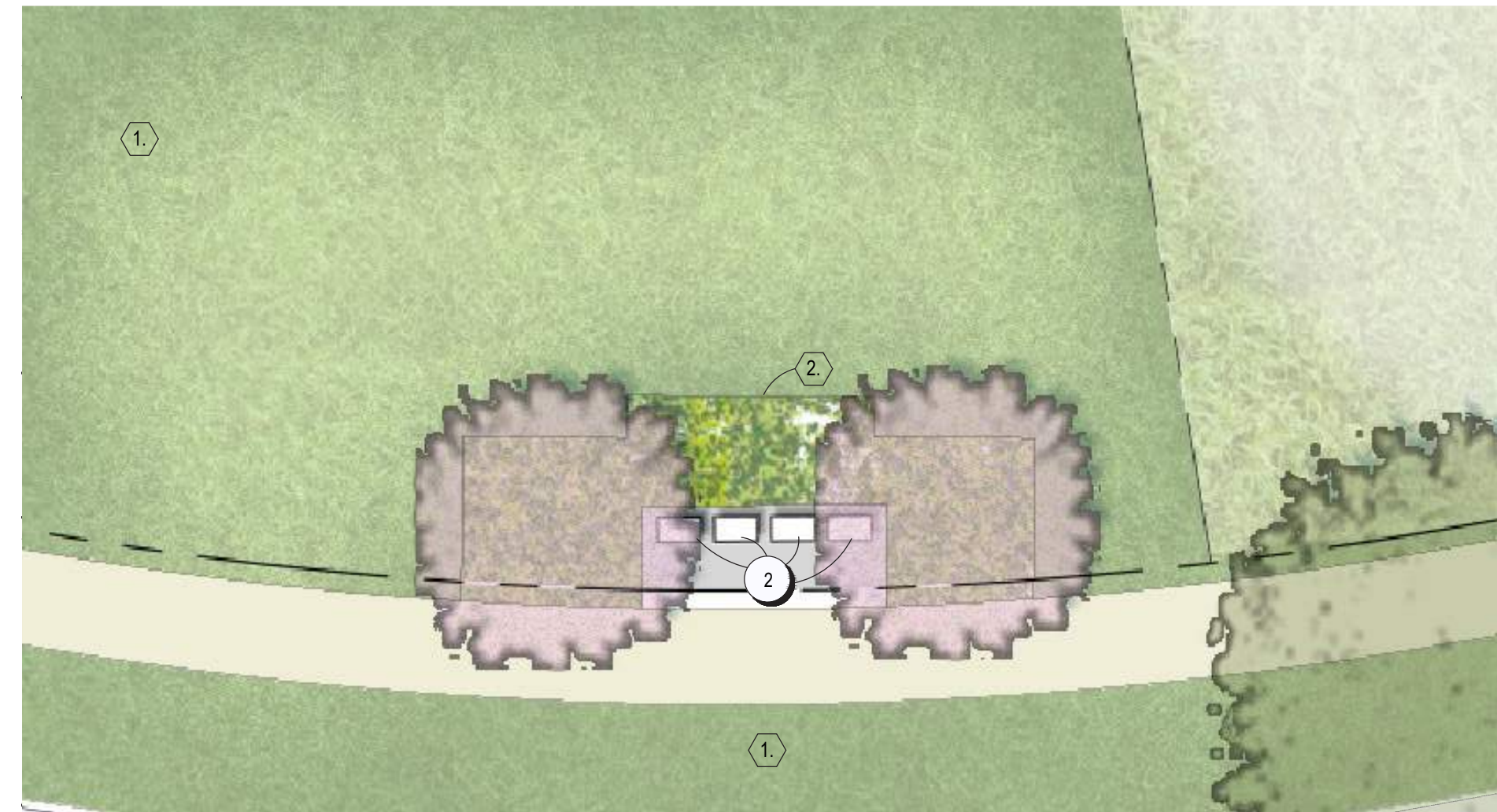


Exhibit C5 - Boulevard Entry Perspective

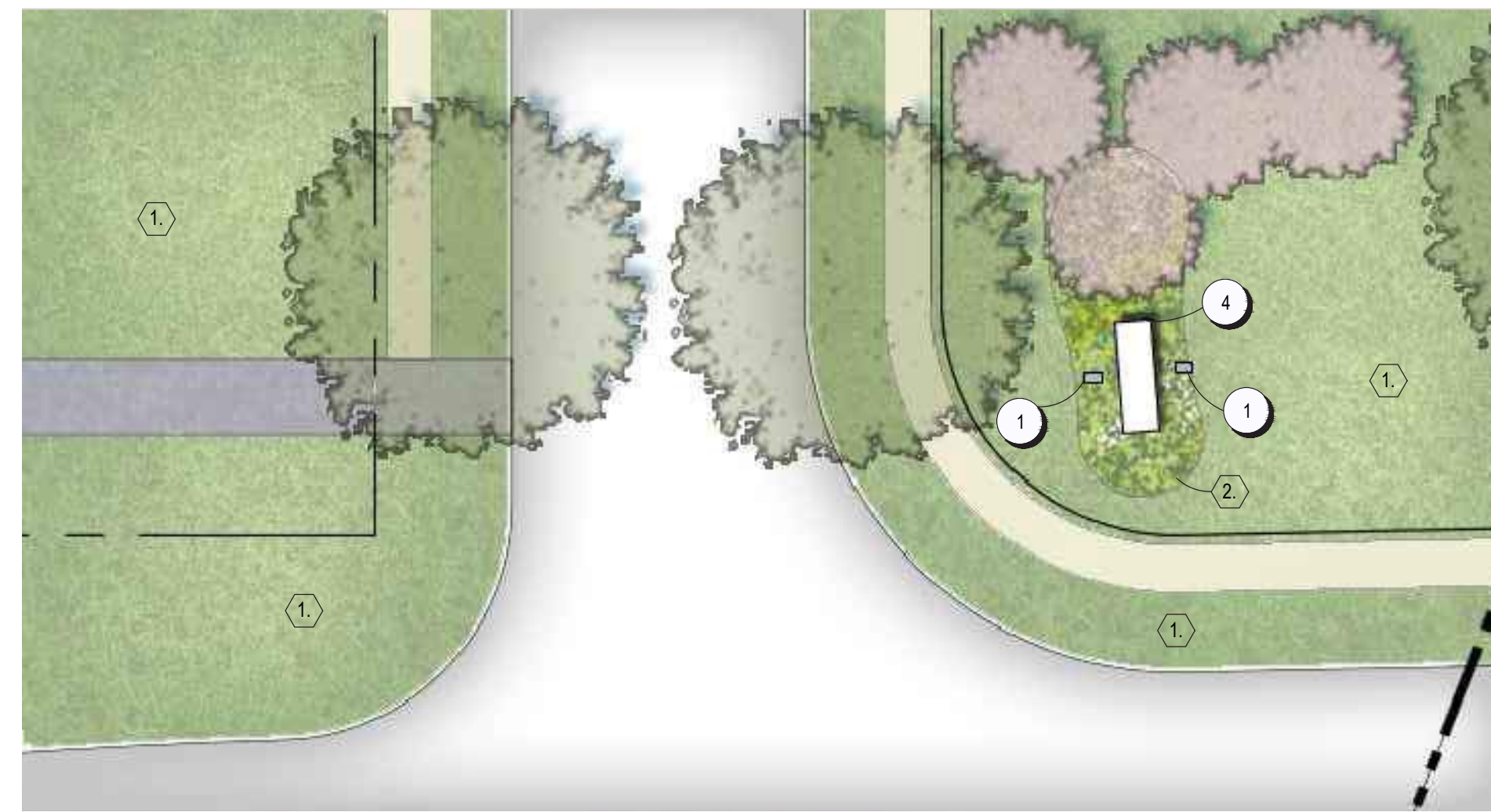




Commercial Landscape Buffer



CBU Landscape



East Entry Sign Landscape



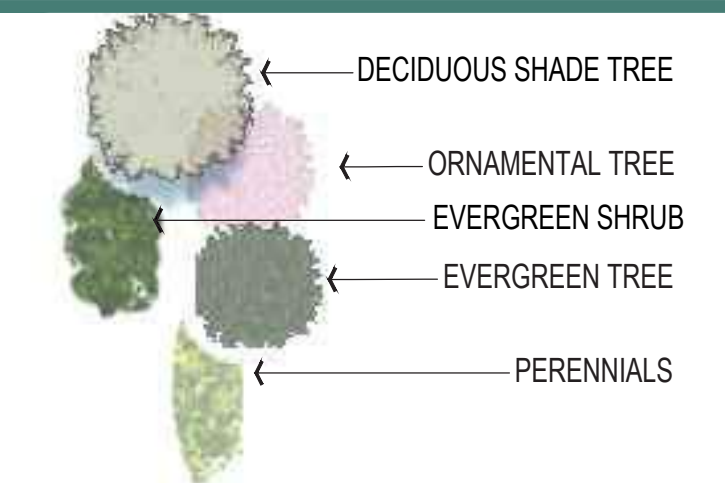
REFERENCED LANDSCAPE NOTES

| KEY | ITEM | REFERENCE | NOTES |
|-----|-----------------|-----------|--|
| 1 | PB UPLIGHT | F3 D | FINAL UPLIGHT COLOR AND FORM TO BE APPROVED BY OWNER |
| 2 | CBU STRUCTURE | F3 C | FINAL LOCATION & CONFIGURATION OF CLUSTER BOX UNITS TO BE COORDINATED WITH & APPROVED BY THE LOCAL USPS GROWTH MANAGER |
| 3 | 8' ASPHALT PATH | | |
| 4 | ENTRY SIGN | F2 A | FINAL DESIGN TO BE APPROVED BY OWNER |

CODED LANDSCAPE NOTES

- 1 SEED/ SOD OR APPROVED EQUAL
- 2 LANDSCAPE BED - PROVIDE 3" DEPTH HARDWOOD MULCH, POSITIVE DRAINAGE IN ALL DIRECTIONS. HAND SPADE EDGE.
- 3 EVERGREEN BOSCAJE

LANDSCAPE KEY



PLANT LIST (Contractor is responsible for all plant material shown on plan)

| CODE | BOT. NAME/Common Name | SIZE | COND. | SPACING | NOTES |
|---|--|-----------|-------|----------|------------|
| DECIDUOUS SHADE TREES / STREET TREES | | | | | |
| AC FR | Acer x freemanii 'Sugar Maple' Sugar Maple | 2" CAL. | B&B | AS SHOWN | Match Form |
| CE OC | Celtis occidentalis Hackberry | 2" CAL. | B&B | AS SHOWN | Match Form |
| CL KE | Cladrastis kentuckea American Yellowwood | 2" CAL. | B&B | AS SHOWN | Match Form |
| ORNAMENTAL TREES / SMALL TREES | | | | | |
| AM CA | Amelanchier canadensis 'Glenn Form' Rainbow Pillar Serviceberry | 1.5" CAL. | B&B | AS SHOWN | Match Form |
| CE CA | Cercis canadensis Eastern Redbud | 1.5" CAL. | B&B | AS SHOWN | Match Form |
| EVERGREEN SHRUBS | | | | | |
| PI AB | Picea abies Norway Spruce | 6' HT. | B&B | PER PLAN | |
| PI OM | Picea omorika Serbian Spruce | 6' HT. | B&B | PER PLAN | |
| PI ST | Pinus Strobus White Pine | 6' HT. | B&B | PER PLAN | |

| CODE | BOT. NAME/Common Name | SIZE | COND. | SPACING | NOTES |
|--|--|---------|-------|----------|-------|
| EVERGREEN TREES | | | | | |
| PI AB | Picea abies Norway Spruce | 6' HT. | B&B | PER PLAN | |
| PI OM | Picea omorika Serbian Spruce | 6' HT. | B&B | PER PLAN | |
| PI ST | Pinus Strobus White Pine | 6' HT. | B&B | PER PLAN | |
| PERENNIALS/ GRASSES/ GROUNDCOVERS | | | | | |
| LI MU | Liriope muscari Lilyturf | 6"-12" | 1# | 18" O.C | |
| PA VI | Panicum virginata 'northwind' Northwind Switchgrass | 18"-24" | 3# | PER PLAN | |
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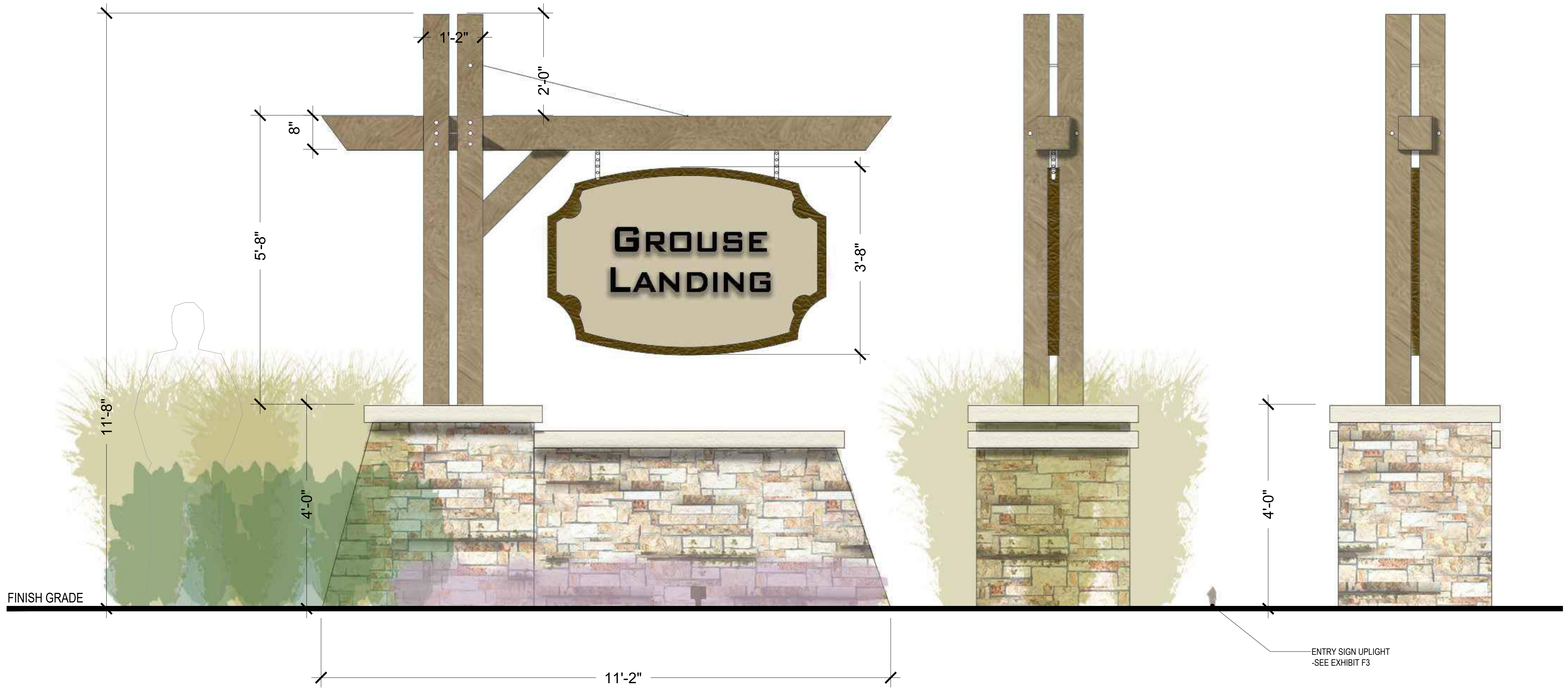


Exhibit F2 - Entry Feature

WIRE WITH TREE STRAPS - WIRE IS TWISTED AT THE TIME OF INSTALLATION, BUT NOT TO THE POINT OF A RIGID LINE. THE TREE SUPPORTS SHOULD ALLOW SOME STEM MOVEMENT.

2" X 2" X 8' OPPOSING WOOD STAKES IN LINE WITH PREVAILING SUMMER WIND

STAKING PLAN DETAIL

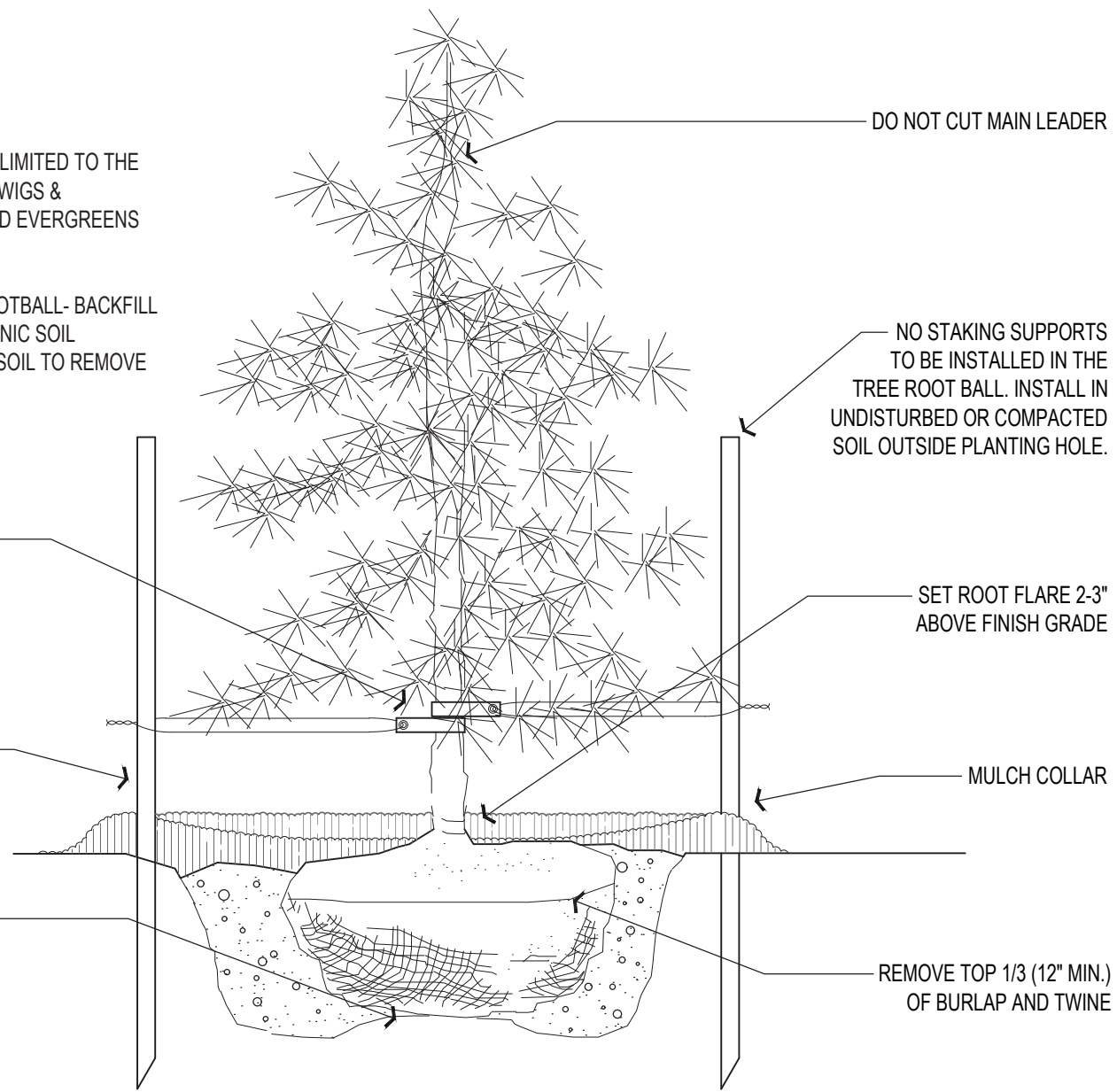
NOTES:
THE AMOUNT OF TREE AND SHRUB PRUNING SHALL BE LIMITED TO THE MINIMUM NECESSARY TO REMOVE DEAD OR INJURED TWIGS & BRANCHES. RETAIN NORMAL SHAPE. PLANT TREES AND EVERGREENS SO THE ROOT FLARE IS 2-3" ABOVE FINISH GRADE

*DIG PLANTING HOLE TWICE THE DIAMETER OF THE ROOTBALL. BACKFILL WITH MIXTURE 4 PARTS NATIVE SOIL AND 1 PART ORGANIC SOIL CONDITIONER (LEAF COMPOST). PULVERIZE OR CHOP SOIL TO REMOVE CLODS AND CLUMPS

WIRE WITH TREE STRAPS. TWO STRAPS PER TREE. ATTACH AT 1/3 THE HEIGHT OF TREE

2" X 2" X 8' WOOD STAKE, -SEE PLAN DETAIL ABOVE

SET ROOT BALL ON RAISED PEDESTAL OF COMPACTED OR UNDISTURBED SOIL



WIRE WITH TREE STRAPS - WIRE IS TWISTED AT THE TIME OF INSTALLATION, BUT NOT TO THE POINT OF A RIGID LINE. THE TREE SUPPORTS SHOULD ALLOW SOME STEM MOVEMENT.

2" X 2" X 8' OPPOSING WOOD STAKES IN LINE WITH PREVAILING SUMMER WIND

STAKING PLAN DETAIL

NOTE:
THE AMOUNT OF TREE AND SHRUB PRUNING SHALL BE LIMITED TO THE MINIMUM NECESSARY TO REMOVE DEAD OR INJURED TWIGS & BRANCHES. RETAIN NORMAL SHAPE. PLANT TREES AND EVERGREENS SO THE ROOT FLARE IS 2-3" ABOVE FINISH GRADE

DO NOT CUT MAIN LEADER

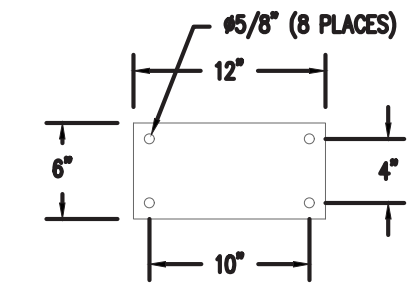
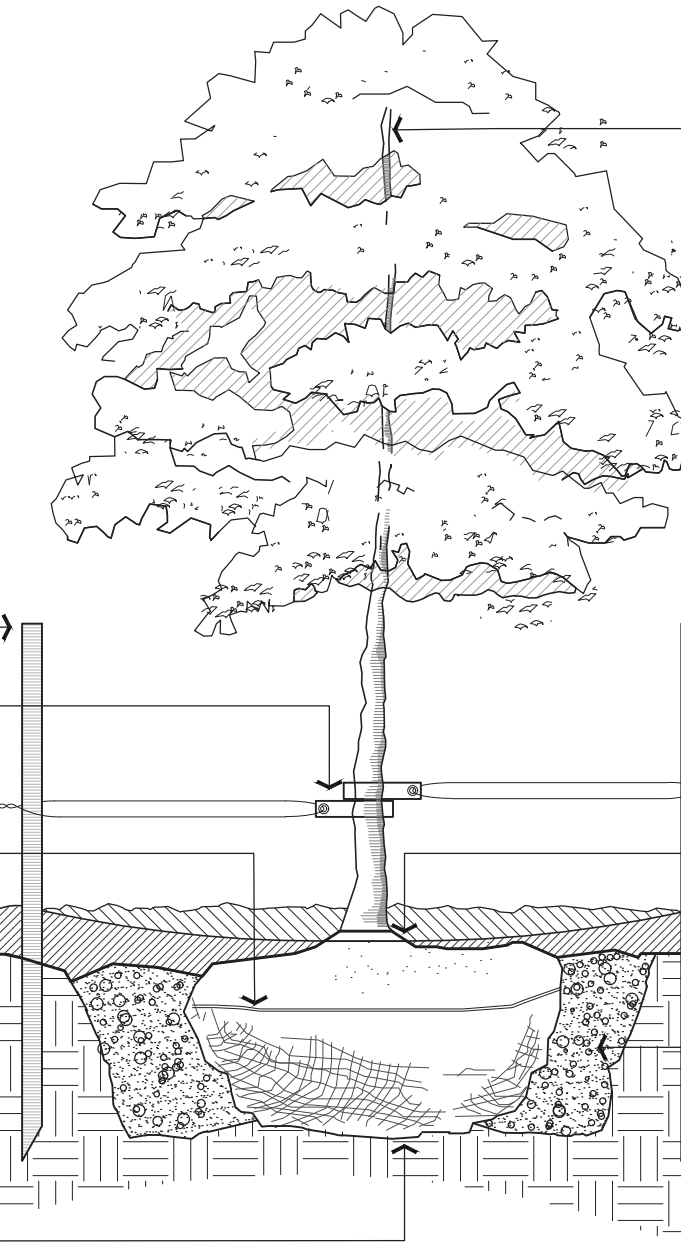
2" X 2" X 8' WOOD STAKE, SEE PLAN DETAIL ABOVE

WIRE WITH TREE STRAPS. TWO STRAPS PER TREE. ATTACH 1/3 OF THE DISTANCE FROM GROUND TO FIRST BRANCH. SEE PLAN DETAIL ABOVE

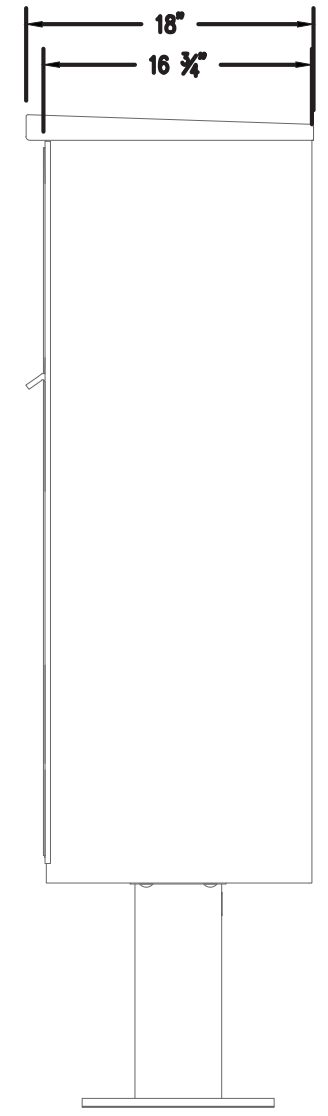
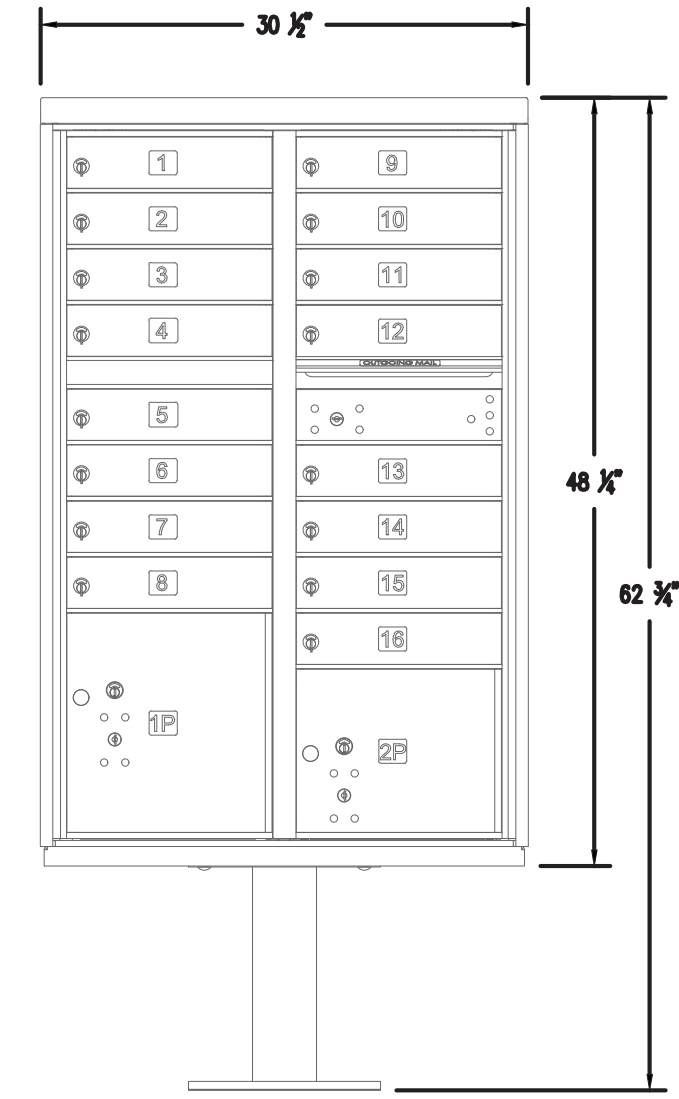
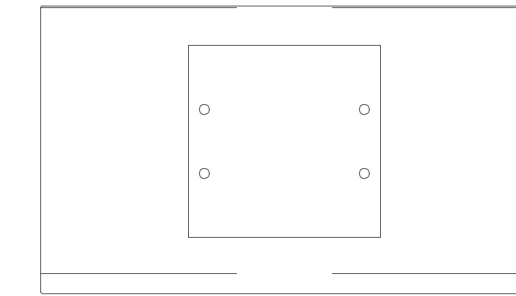
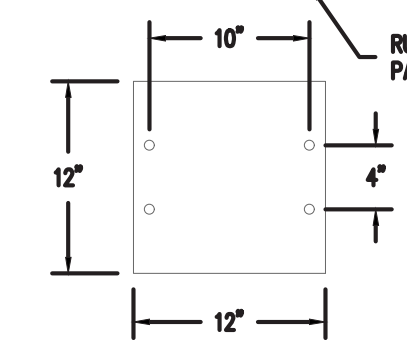
REMOVE TOP 1/3 (12" MIN.) OF BURLAP AND TWINE

MULCH COLLAR

SET ROOT BALL ON RAISED PEDESTAL OF COMPACTED OR UNDISTURBED SOIL



338S PEDESTAL



A EVERGREEN TREE
SCALE: 1" = 1'-0"

B DECIDUOUS TREE
SCALE: 1" = 1'-0"

C CLUSTER MAILBOX UNIT

FXLuminaire.

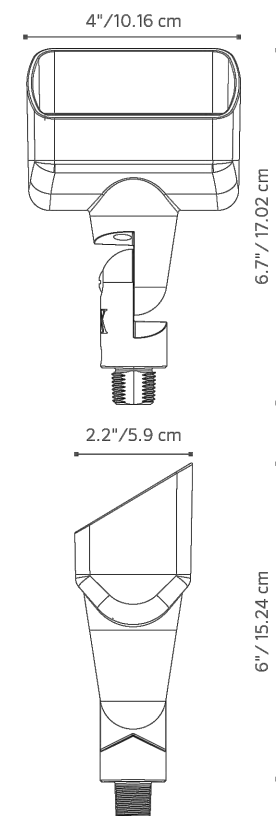
Accent Lights



The PB is a compact LED wall wash lighting solution. Available in 1 or 3 LED with full color lens options of frosted, blue, amber, and green included. The wider angle of the PB allows a broader lighting option for larger structures and spaces. Engineered with solid construction, yet petite in size.

PB: Up Light

| NUMBER OF LEDS: | 1 | 3 | ZDC |
|----------------------------------|----------------|----------------|----------------|
| HALOGEN LUMEN EQUIVALENT: | 10 Watt | 20 Watt | 10 Watt |
| USEFUL LED LIFE (L70): | 50,000 hrs avg | 50,000 hrs avg | 50,000 hrs avg |
| INPUT VOLTAGE: | 10 to 15V | 10 to 15V | 11 to 15V |
| VA TOTAL: | 2.4 | 4.5 | 7.2 |
| WATTS USED: | 2.0 | 4.2 | 6.0 |
| LUMENS PER WATT (EFFICACY): | 34 | 39 | 37 |
| TOTAL LUMENS: | 67 | 160 | 122 |
| CR1 (Ra): | 83 | 82 | 83 |
| CBCP (CENTER BEAM CANDLE POWER): | 37 | 93 | 122 |
| CCT | | | |
| AMBER FILTER | 2700K | 2700K | N/A |
| FROSTED FILTER | 3900K | 3900K | N/A |
| GREEN FILTER | 4500K | 4500K | N/A |
| BLUE FILTER | 5200K | 5200K | N/A |



* (Use this number to size the transformer)

A Hunter Industries Company



TAB 6
ARCHITECTURAL EXHIBITS



ARBOR
H O M E S
 A CLAYTON COMPANY

Arbor Homes is a home building company motivated to increase homeownership for those that didn't think they could afford it.

we believe

...that every **family** deserves to have a home to call their own

...everyone deserves an **opportunity** to accumulate wealth

...every **customer** deserves an **honest** and **ethical** homebuilding process

we deliver

"The best of both worlds! Homeownership security and financial peace of mind. I was guided by an extraordinary team: experienced, skilled, professional, and understanding. Today, I feel happy and grateful to Zoraida, Brandon, Nate, Amanda, and everyone who worked behind the scenes to make my dream a reality. I highly recommend Arbor Homes with them, dreams do come true." -- **Amanda R. 11/2025**

"As a first time home buyer Arbor Homes made everything smooth and easy. everyone from the initial salesman all the way to the builder answered all of our questions and made the entire process wonderful." -- **Aaron L. 10/2025**

2024

Best Kitchen
 Under \$700,000

Best Interior Design
 Under \$700,000



2025

Best Floor Plan
 Under \$600,000

Best Curb Appeal
 Under \$600,000

you can build a legacy



ELEVATION OPTIONS



the aspen II

ELEVATION A



SHOWN WITH BRICK OPTION A

ELEVATION B



SHOWN WITH BRICK OPTION A

ELEVATION C



SHOWN WITH BRICK OPTION A

ELEVATION D



SHOWN WITH BRICK OPTION A



ELEVATION E



SHOWN WITH BRICK OPTION A

2,176+ sq.ft.
2 STORY
4 BEDROOMS
2.5 BATHS
2 CAR GARAGE



REV. 3/2024

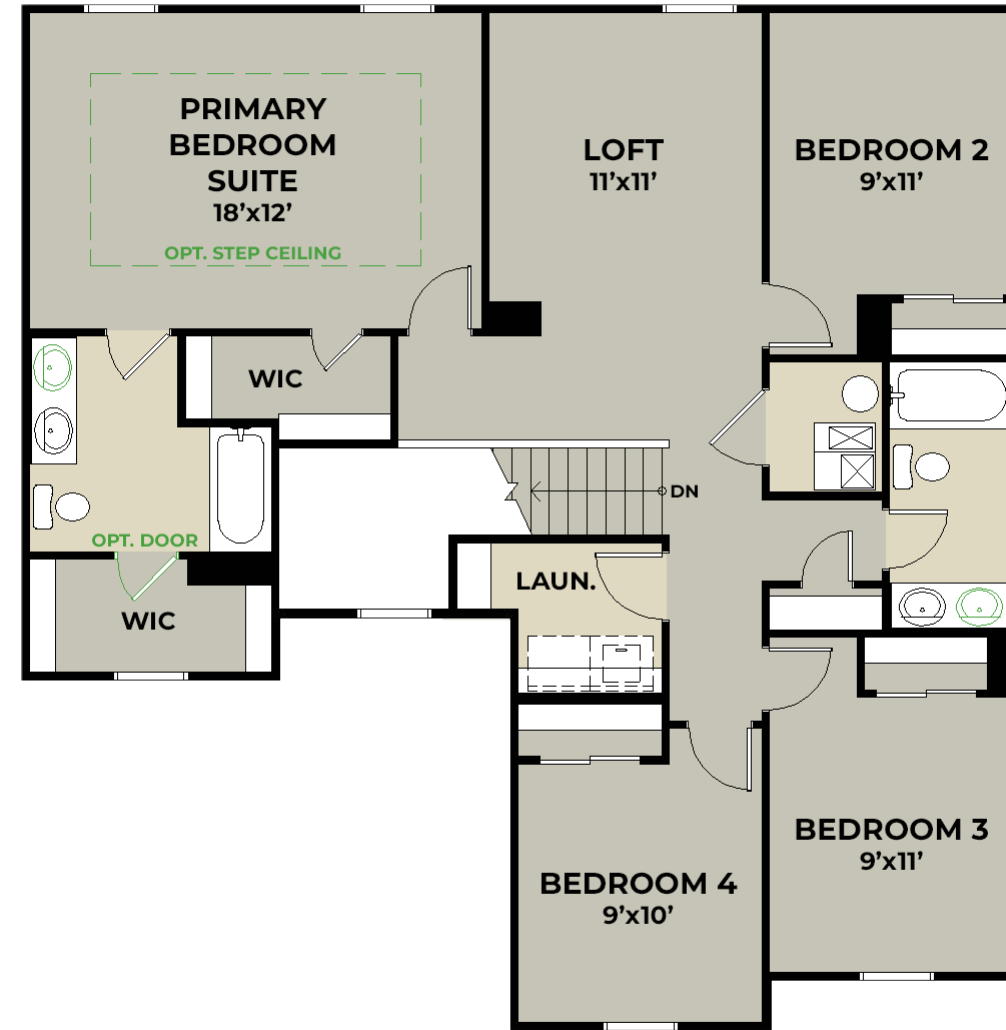
YOUR**ARBOR**HOME.COM



FIRST FLOOR



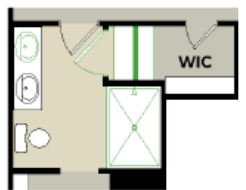
SECOND FLOOR



OPTIONAL BEDROOM 5 IN PLACE OF LOFT



OPTIONAL DELUXE BATH



OPTIONAL TILE SHOWER

*Basement Option Brochure Available.
Please see Community Sales Manager for details.



Arbor Homes reserves the right to revise, change and/or substitute features, dimensions and architectural details without notice. Measurements and dimensions are approximate and will vary from the homes built. Elevations and exterior materials may vary. Photographs and renderings are for illustration purposes only and are not part of a legal contract. Prices are subject to change without notice. Arbor Homes is an equal opportunity home builder. Additional options may be available. Please contact a neighborhood sales manager for details. ©Arbor Homes



ELEVATION OPTIONS



the bradford

ELEVATION A



SHOWN WITH BRICK OPTION A

ELEVATION B



SHOWN WITH BRICK OPTION A

ELEVATION C



SHOWN WITH BRICK OPTION A

ELEVATION D



SHOWN WITH BRICK OPTION A



ELEVATION E



SHOWN WITH BRICK OPTION A

1,611+ sq.ft.
RANCH
3 BEDROOMS
2 BATHS
2 CAR GARAGE



REV. 3/2024

YOUR**ARBOR**HOME.COM

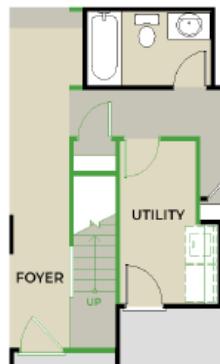


FIRST FLOOR

AVAILABLE OPTIONS



**OPTIONAL
BEDROOM 4
IN PLACE OF DINING**

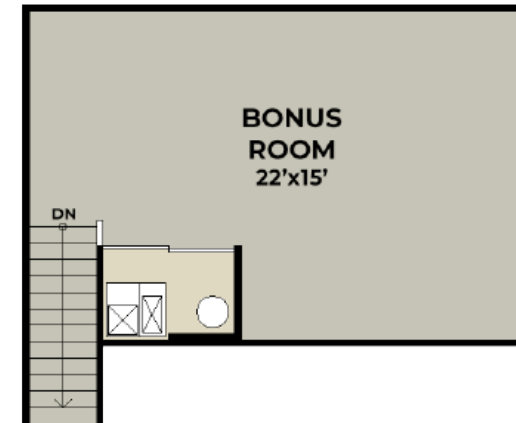


**FIRST FLOOR
W/ OPTIONAL
BONUS ROOM**

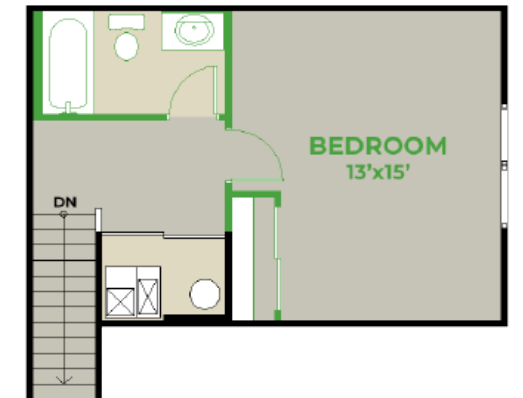


**OPTIONAL
TILE SHOWER**

SECOND FLOOR



**OPTIONAL
BONUS ROOM**



**OPTIONAL
BONUS ROOM
W/ OPTIONAL
BEDROOM & BATH**

*Basement Option Brochure Available.
Please see Community Sales Manager for details.



ELEVATION OPTIONS



the chestnut

ELEVATION A



SHOWN WITH BRICK OPTION A

ELEVATION B



SHOWN WITH BRICK OPTION A

ELEVATION C



SHOWN WITH BRICK OPTION A

ELEVATION D



SHOWN WITH BRICK OPTION A



ELEVATION E



SHOWN WITH BRICK OPTION A

1,801+ sq.ft.
RANCH
3 BEDROOMS
2 BATHS
2 CAR GARAGE



REV. 10/2023

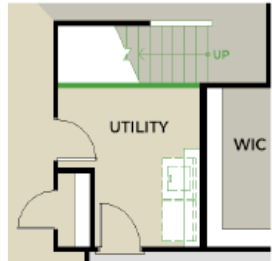
YOUR**ARBOR**HOME.COM



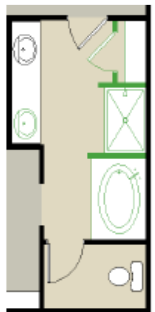
FIRST FLOOR

SECOND FLOOR

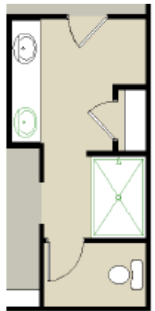
AVAILABLE OPTIONS



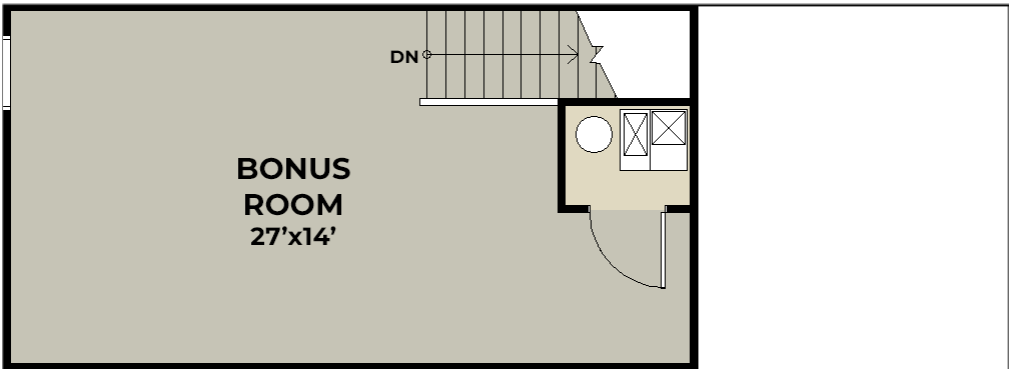
FIRST FLOOR W/ OPTIONAL BONUS ROOM



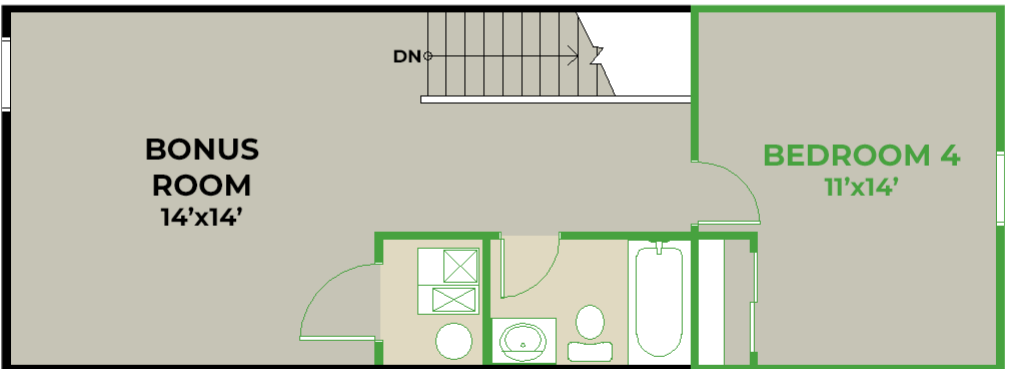
OPTIONAL DELUXE BATH



OPTIONAL TILE SHOWER



OPTIONAL BONUS ROOM



OPTIONAL BONUS ROOM W/ OPTIONAL BEDROOM & BATH

*Basement Option Brochure Available. Please see Community Sales Manager for details.



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ELEVATION OPTIONS



the cooper

ELEVATION A



SHOWN WITH BRICK OPTION A

ELEVATION B



SHOWN WITH BRICK OPTION A

ELEVATION C



SHOWN WITH BRICK OPTION A

ELEVATION D



SHOWN WITH BRICK OPTION A



ELEVATION E



SHOWN WITH BRICK OPTION A

2,813+ sq.ft.
2 STORY
4 BEDROOMS
2.5 BATHS
2 CAR GARAGE



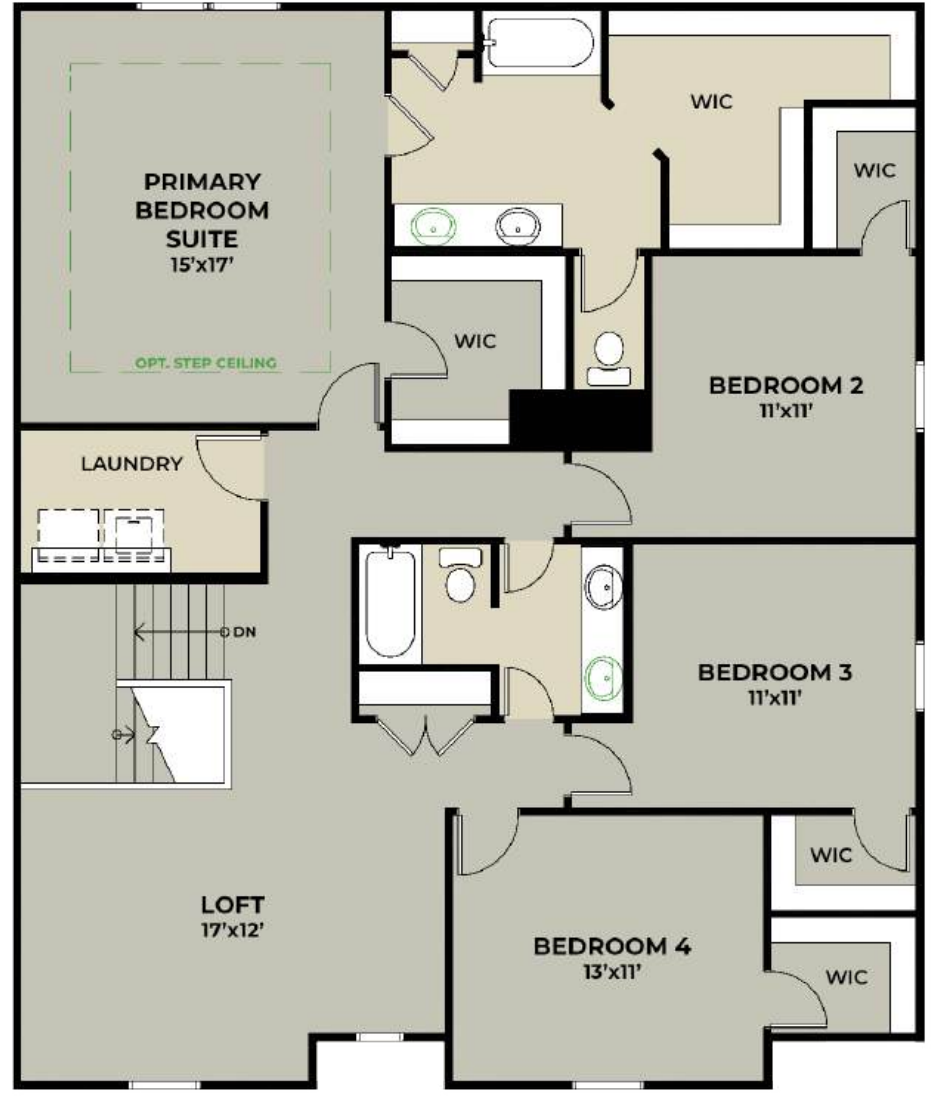
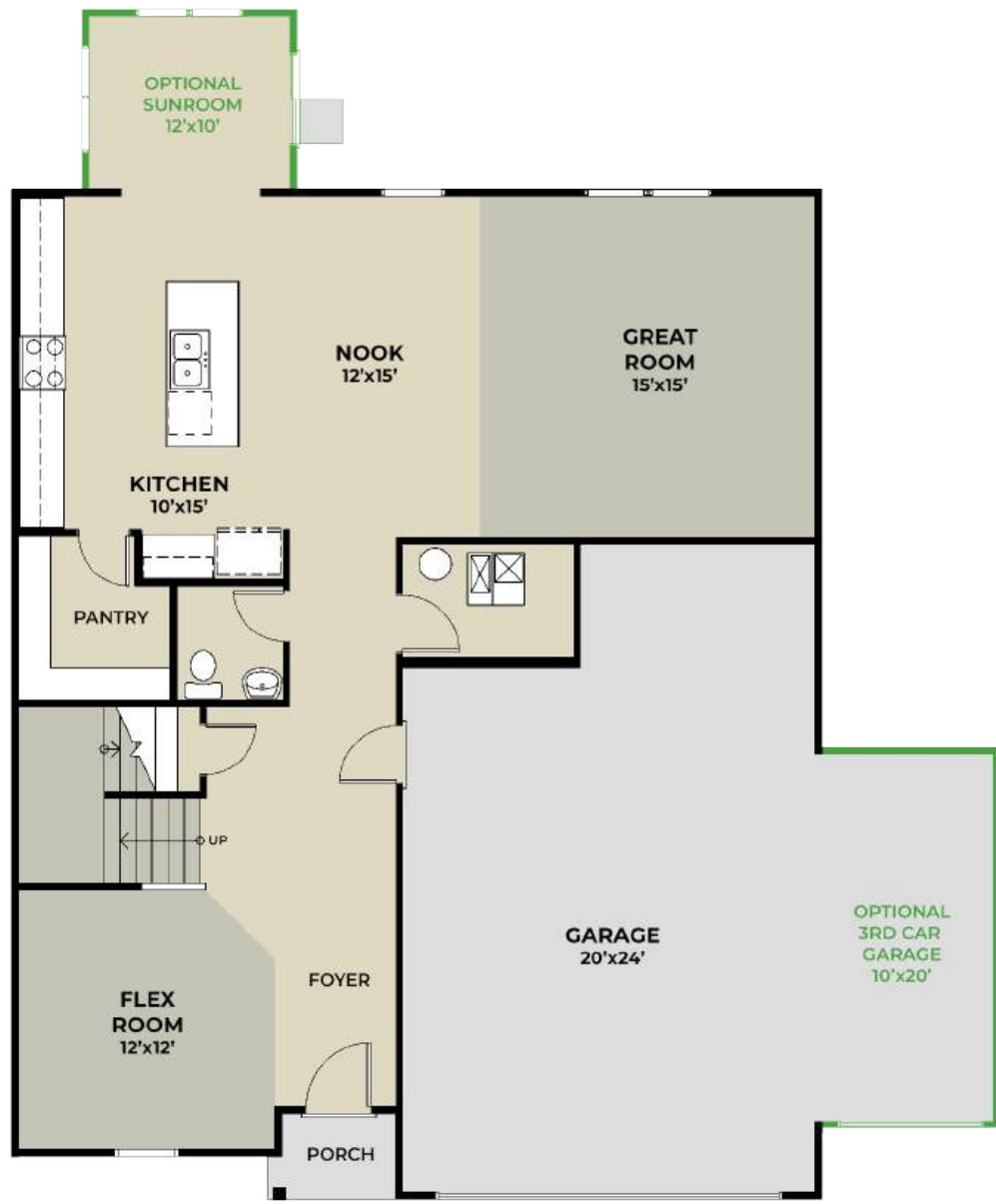
REV. 3/2024

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FIRST FLOOR

SECOND FLOOR



*Basement Option Brochure Available.
Please see Community Sales Manager for details.



ELEVATION OPTIONS



the cottonwood

CRAFTSMAN



TRADITIONAL



TUDOR



ELEVATION A



ELEVATION A



SHOWN WITH BRICK OPTION B

ELEVATION B



ELEVATION B



SHOWN WITH BRICK OPTION B



2,324+ sq.ft.
2 STORY
3 BEDROOMS
2.5 BATHS
2 CAR GARAGE



REV. 3/2023

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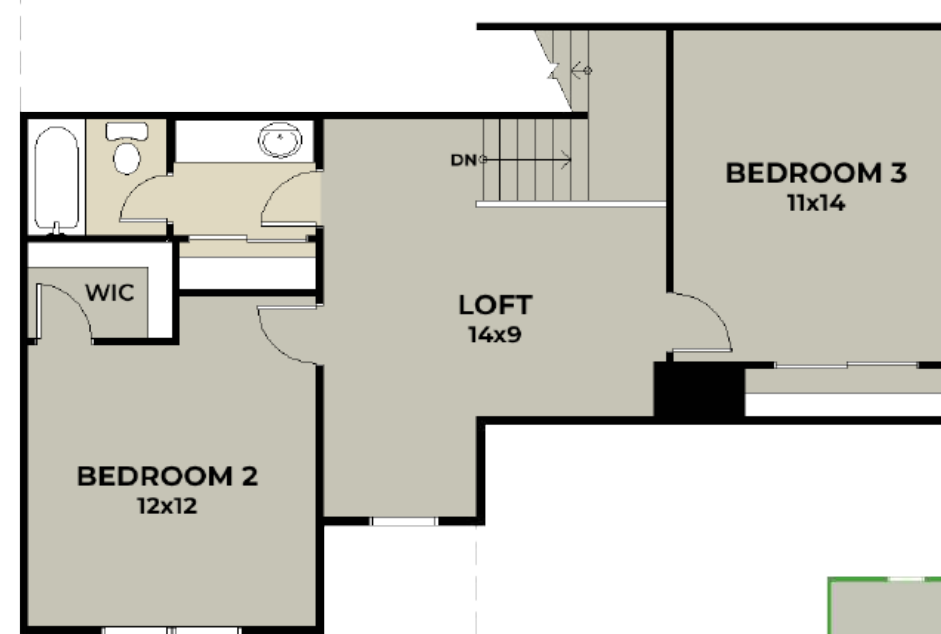


FIRST FLOOR



SECOND FLOOR

AVAILABLE OPTIONS



GUEST SUITE



GAME ROOM

*Basement Option Brochure Available.
Please see Community Sales Manager for details.



ELEVATION OPTIONS



the ashton

ELEVATION A



ELEVATION A



SHOWN WITH BRICK OPTION A

ELEVATION B



ELEVATION B



SHOWN WITH BRICK OPTION B

ELEVATION C



ELEVATION C



SHOWN WITH BRICK OPTION C



1,356+ sq.ft.
RANCH
3 BEDROOMS
2 BATHS
2 CAR GARAGE



YOUR**ARBOR**HOME.COM



FIRST FLOOR



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ELEVATION OPTIONS



the empress

CRAFTSMAN



TRADITIONAL



TUDOR



ELEVATION A



ELEVATION A



SHOWN WITH BRICK OPTION A

ELEVATION B



ELEVATION B



SHOWN WITH BRICK OPTION B

ELEVATION C



ELEVATION C



SHOWN WITH BRICK OPTION C



3,200+ sq.ft.
2 STORY
5 BEDROOMS
2.5 BATHS
2 CAR GARAGE



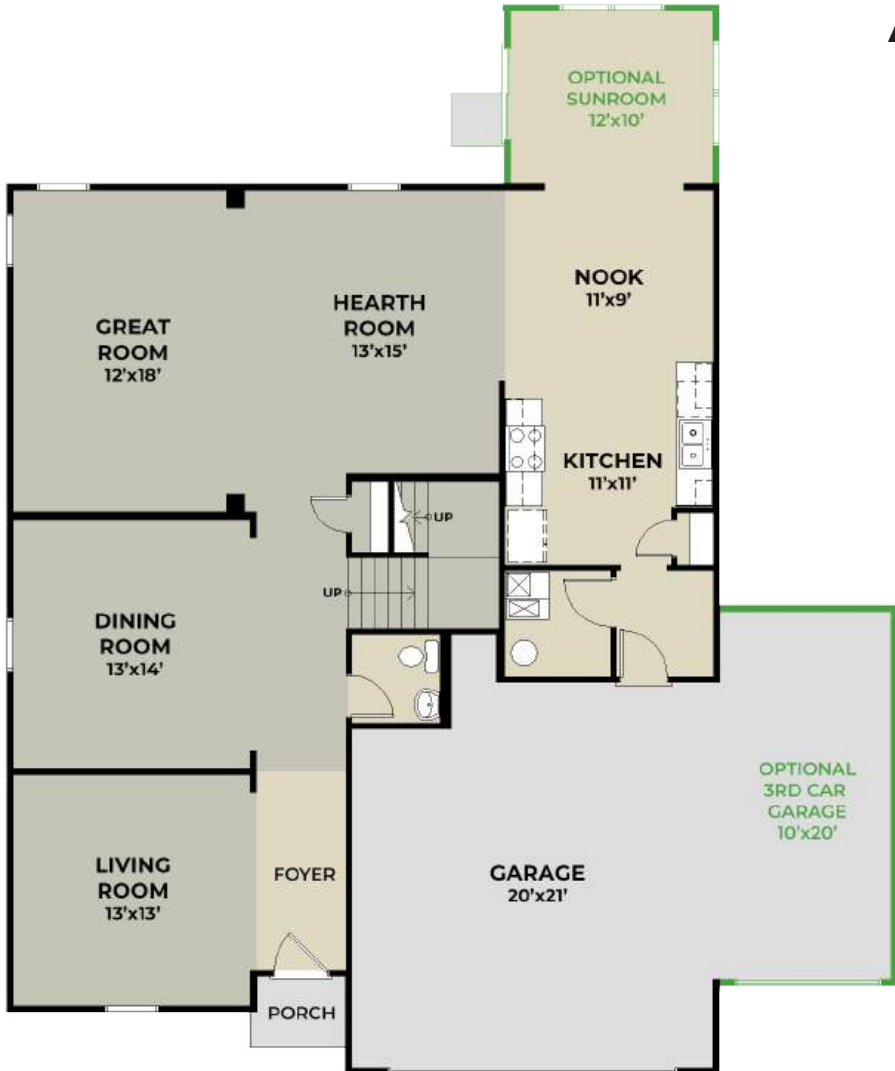
REV. 3/2023

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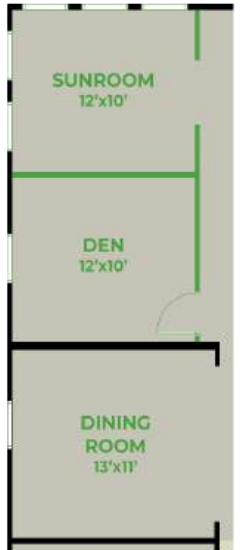
AVAILABLE OPTIONS



OPTIONAL BEDROOM



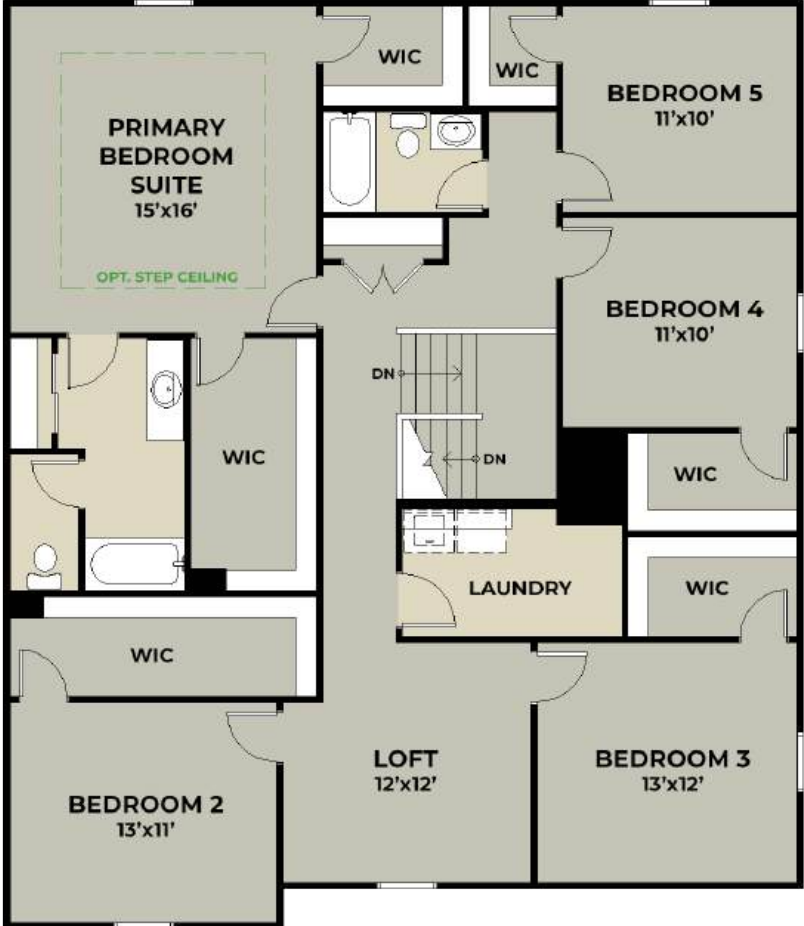
OPTIONAL GUEST SUITE



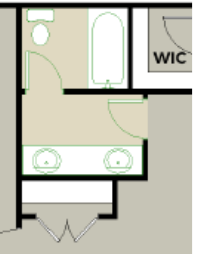
OPTIONAL SUN ROOM & DEN

SECOND FLOOR

AVAILABLE OPTIONS



OPTIONAL ENLARGED BEDROOM 4



OPTIONAL ALTERNATE BATH



OPTIONAL ENLARGED LOFT



OPTIONAL ADDITIONAL HALL BATH

*Basement Option Brochure Available. Please see Community Sales Manager for details.



ELEVATION OPTIONS



the ironwood

ELEVATION A



SHOWN WITH BRICK OPTION A

ELEVATION B



SHOWN WITH BRICK OPTION B

ELEVATION C



SHOWN WITH BRICK OPTION C

ELEVATION D



SHOWN WITH BRICK OPTION B

ELEVATION E



SHOWN WITH BRICK OPTION B

ELEVATION F



SHOWN WITH BRICK OPTION A



ELEVATION E SHOWN WITH BRICK OPTION A

1,968+ sq.ft.
2 STORY
3-4 BEDROOMS
2.5 BATHS
2 CAR GARAGE



REV. 1/2023

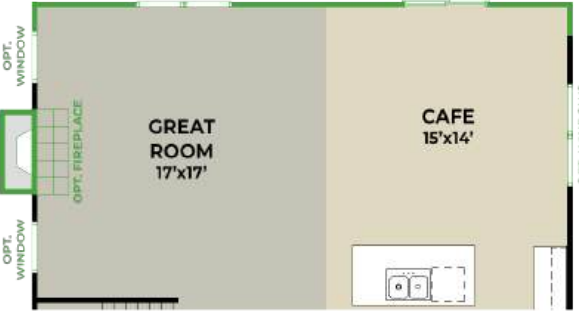
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FIRST FLOOR

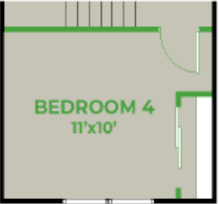
SECOND FLOOR

AVAILABLE OPTIONS

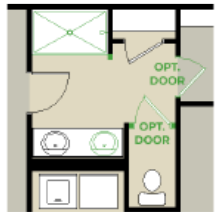


OPTIONAL 2' REAR EXTENSION

AVAILABLE OPTIONS



OPTIONAL BEDROOM 4 IN PLACE OF LOFT



OPTIONAL 60" SHOWER



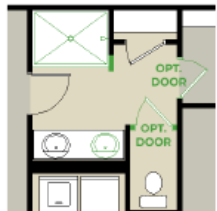
OPTIONAL DELUXE GARDEN BATH



OPTIONAL 2' REAR EXTENSION



OPTIONAL GARDEN TUB/SHOWER



OPTIONAL TILE SHOWER

*Basement Option Brochure Available. Please see Community Sales Manager for details.



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ELEVATION OPTIONS



the juniper

ELEVATION A



SHOWN WITH BRICK OPTION A

ELEVATION B



SHOWN WITH BRICK OPTION B

ELEVATION C



SHOWN WITH BRICK OPTION C

ELEVATION D



SHOWN WITH BRICK OPTION B

ELEVATION E



SHOWN WITH EXTERIOR PORCH AND BRICK OPTION B

ELEVATION F



SHOWN WITH BRICK OPTION A



ELEVATION E SHOWN WITH BRICK OPTION A

1,760+ sq.ft.
2 STORY
3-4 BEDROOMS
2.5 BATHS
2 CAR GARAGE



REV. 10/2023

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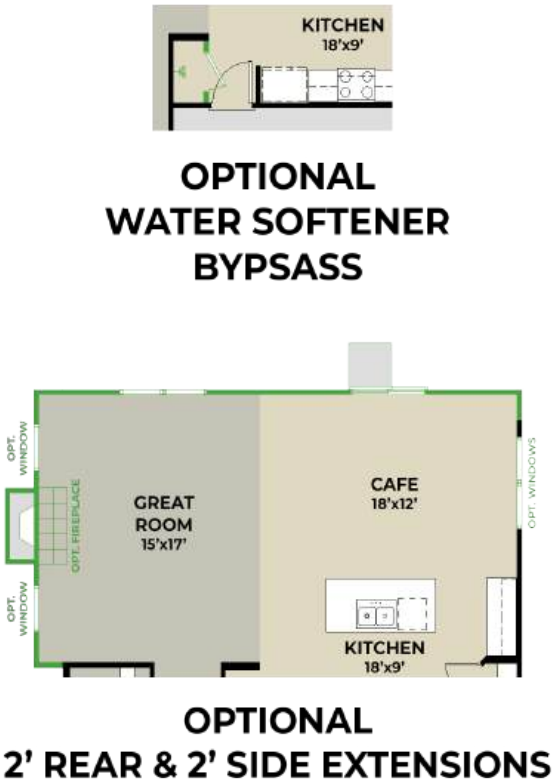


FIRST FLOOR

SECOND FLOOR

AVAILABLE OPTIONS

AVAILABLE OPTIONS



*Basement Option Brochure Available.
Please see Community Sales Manager for details.



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ELEVATION OPTIONS



the norway

ELEVATION A



SHOWN WITH BRICK OPTION A

ELEVATION B



SHOWN WITH BRICK OPTION A

ELEVATION C



SHOWN WITH BRICK OPTION A

ELEVATION D



SHOWN WITH BRICK OPTION A



ELEVATION E



SHOWN WITH BRICK OPTION A

3,029+ sq.ft.
2 STORY
5 BEDROOMS
2.5 BATHS
2 CAR GARAGE

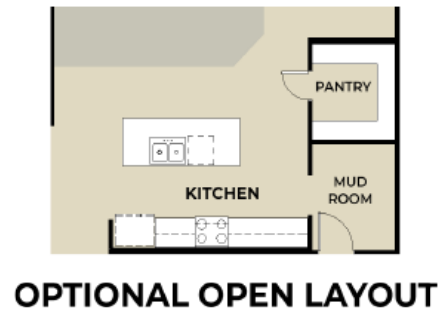


REV. 3/2024

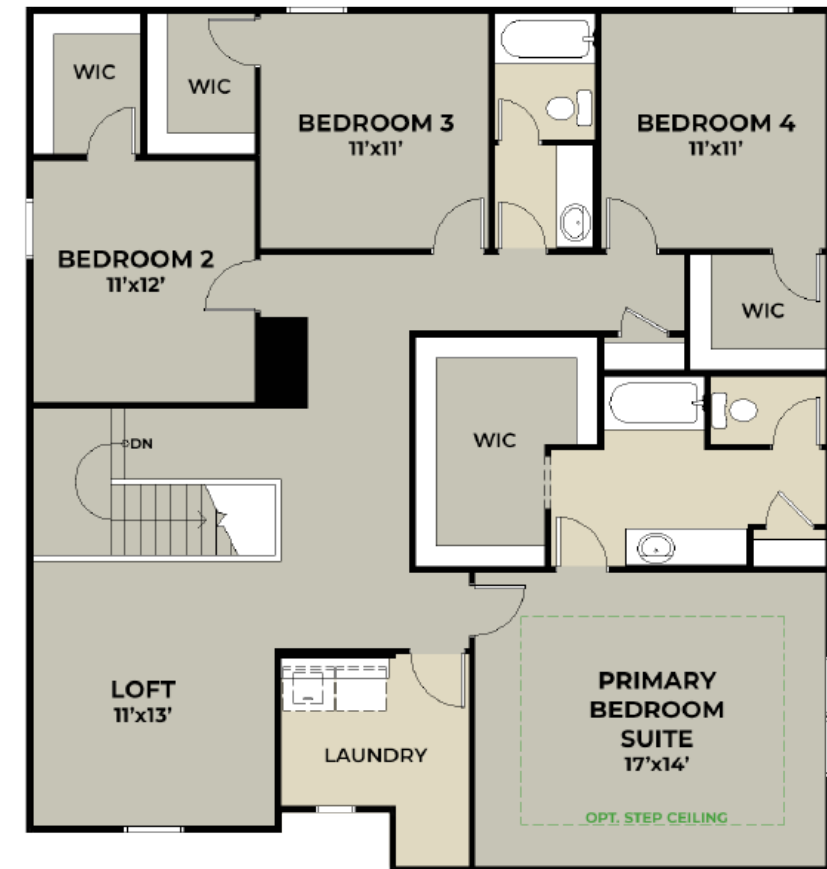
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FIRST FLOOR



SECOND FLOOR



*Basement Option Brochure Available.
Please see Community Sales Manager for details.



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ELEVATION OPTIONS



the palmetto

ELEVATION A



SHOWN WITH BRICK OPTION A

ELEVATION B



SHOWN WITH BRICK OPTION B

ELEVATION C



SHOWN WITH BRICK OPTION C

ELEVATION D



SHOWN WITH EXTERIOR PORCH AND BRICK OPTION B

ELEVATION E



SHOWN WITH BRICK OPTION A

ELEVATION F



SHOWN WITH BRICK OPTION A



ELEVATION E SHOWN WITH BRICK OPTION A

2,581+ sq.ft.
2 STORY
4 BEDROOMS
2.5 BATHS
2 CAR GARAGE



REV. 2/2023

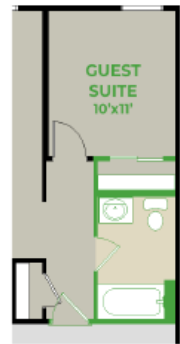
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FIRST FLOOR

SECOND FLOOR

AVAILABLE OPTIONS



OPTIONAL GUEST SUITE
10'x11'



OPTIONAL MUD ROOM

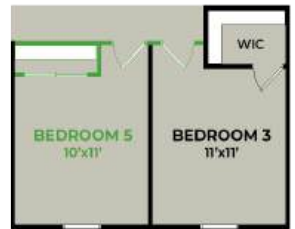


OPTIONAL WATER SOFTENER BYPASS



OPTIONAL 4' GREAT ROOM EXTENSION

AVAILABLE OPTIONS



OPTIONAL BEDROOM 5
IN PLACE OF LOFT



OPTIONAL DELUXE BATH



OPTIONAL TILE SHOWER
W/ OPTIONAL DOOR

*Basement Option Brochure Available.
Please see Community Sales Manager for details.



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ELEVATION OPTIONS



the spruce

ELEVATION A



SHOWN WITH BRICK OPTION A

ELEVATION B



SHOWN WITH BRICK OPTION A

ELEVATION C



SHOWN WITH BRICK OPTION A

ELEVATION D



SHOWN WITH BRICK OPTION A



ELEVATION E



SHOWN WITH BRICK OPTION A

2,343+ sq.ft.
2 STORY
4 BEDROOMS
2.5 BATHS
2 CAR GARAGE



REV. 3/2024

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FIRST FLOOR

AVAILABLE OPTIONS



OPTIONAL BEDROOM

SECOND FLOOR

AVAILABLE OPTIONS



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ELEVATION OPTIONS



the walnut

ELEVATION A



ELEVATION A



SHOWN WITH BRICK OPTION B

ELEVATION B



ELEVATION B



SHOWN WITH BRICK OPTION A

ELEVATION C



ELEVATION C



SHOWN WITH BRICK OPTION C



ELEVATION A SHOWN WITH BRICK OPTION A

1,228+ sq.ft.
RANCH
3 BEDROOMS
2 BATHS
2 CAR GARAGE



REV. 3/2023

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FIRST FLOOR

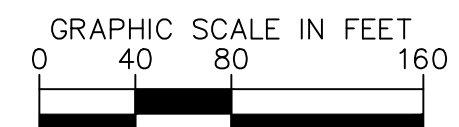
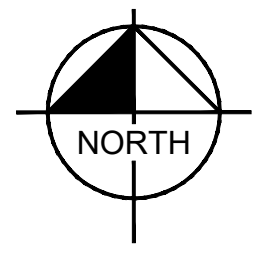
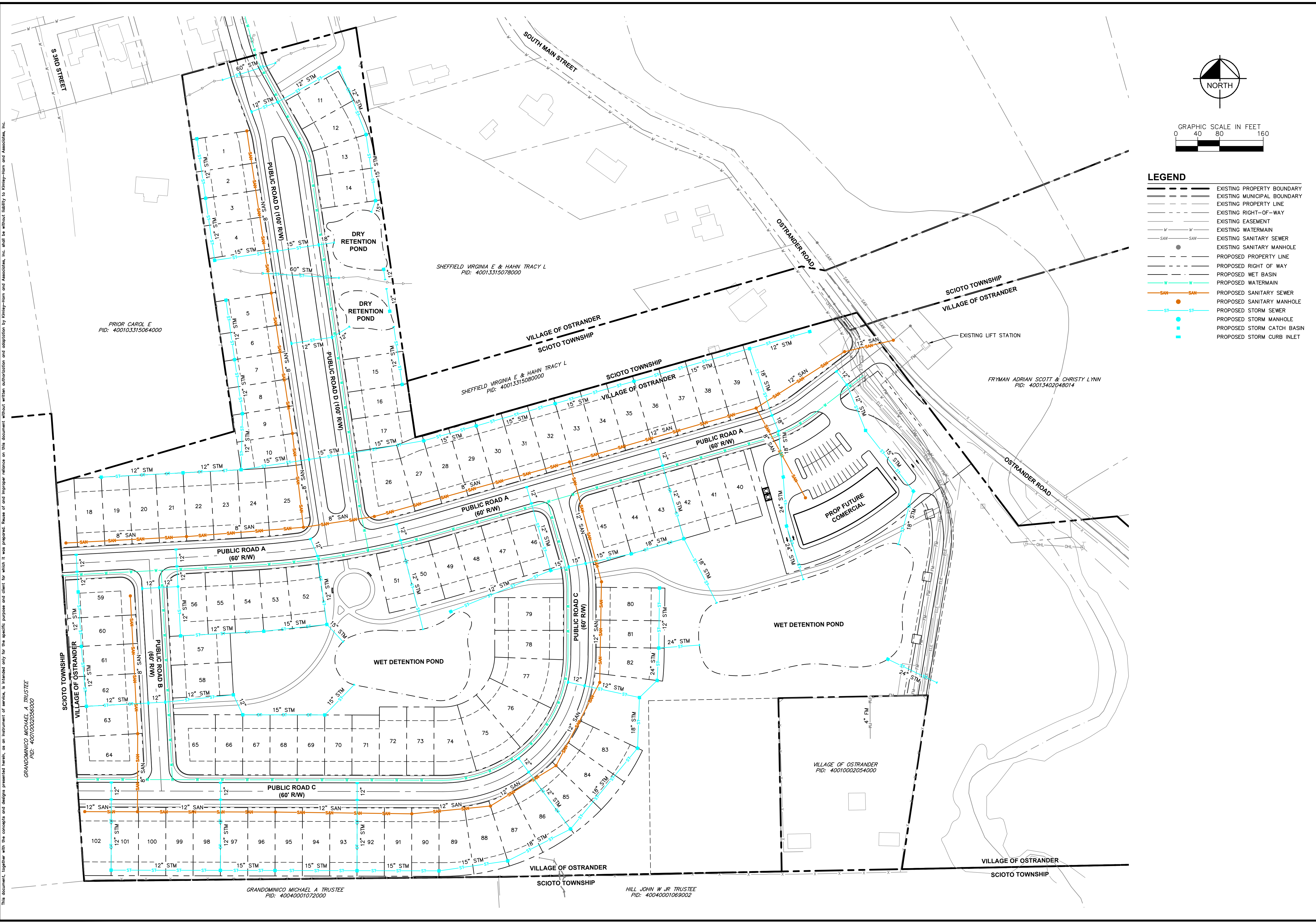


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TAB 7
ENGINEERING EXHIBITS

Drawing name: C:\ACD\ACDDocs\Kimley-Horn\190326005_Arch_Scott & Lance\Project Files\2 Design\CAD\PlanSheets\Re zoning Support\Overall Utility Plan.dwg Layout1 Jun 23, 2026 2:57pm by Demetrios Rouss
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- LEGEND**
- EXISTING PROPERTY BOUNDARY
 - EXISTING MUNICIPAL BOUNDARY
 - EXISTING PROPERTY LINE
 - EXISTING RIGHT-OF-WAY
 - EXISTING EASEMENT
 - EXISTING WATERMAIN
 - EXISTING SANITARY SEWER
 - EXISTING SANITARY MANHOLE
 - PROPOSED PROPERTY LINE
 - PROPOSED RIGHT OF WAY
 - PROPOSED WET BASIN
 - PROPOSED WATERMAIN
 - PROPOSED SANITARY SEWER
 - PROPOSED SANITARY MANHOLE
 - PROPOSED STORM SEWER
 - PROPOSED STORM MANHOLE
 - PROPOSED STORM CATCH BASIN
 - PROPOSED STORM CURB INLET

| | | | | | | | |
|---|-----------|------|----|-----|------|----|-----|
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| No. | REVISIONS | DATE | BY | APR | DATE | BY | APR |
| | | | | | | | |
| ONSITE OVERALL UTILITY PLAN | | | | | | | |
| SCOTT & LANCE REZONING PLAN VILLAGE OF OSTRANDER DELAWARE COUNTY, OHIO | | | | | | | |
| ORIGINAL ISSUE: 06/23/2026 KHA PROJECT NO. 190326005 SHEET NUMBER 1 OF 1 | | | | | | | |

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GRANDDOMINICO MICHAEL A TRUSTEE
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HILL JOHN W JR TRUSTEE
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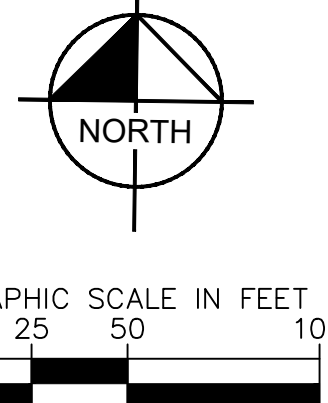
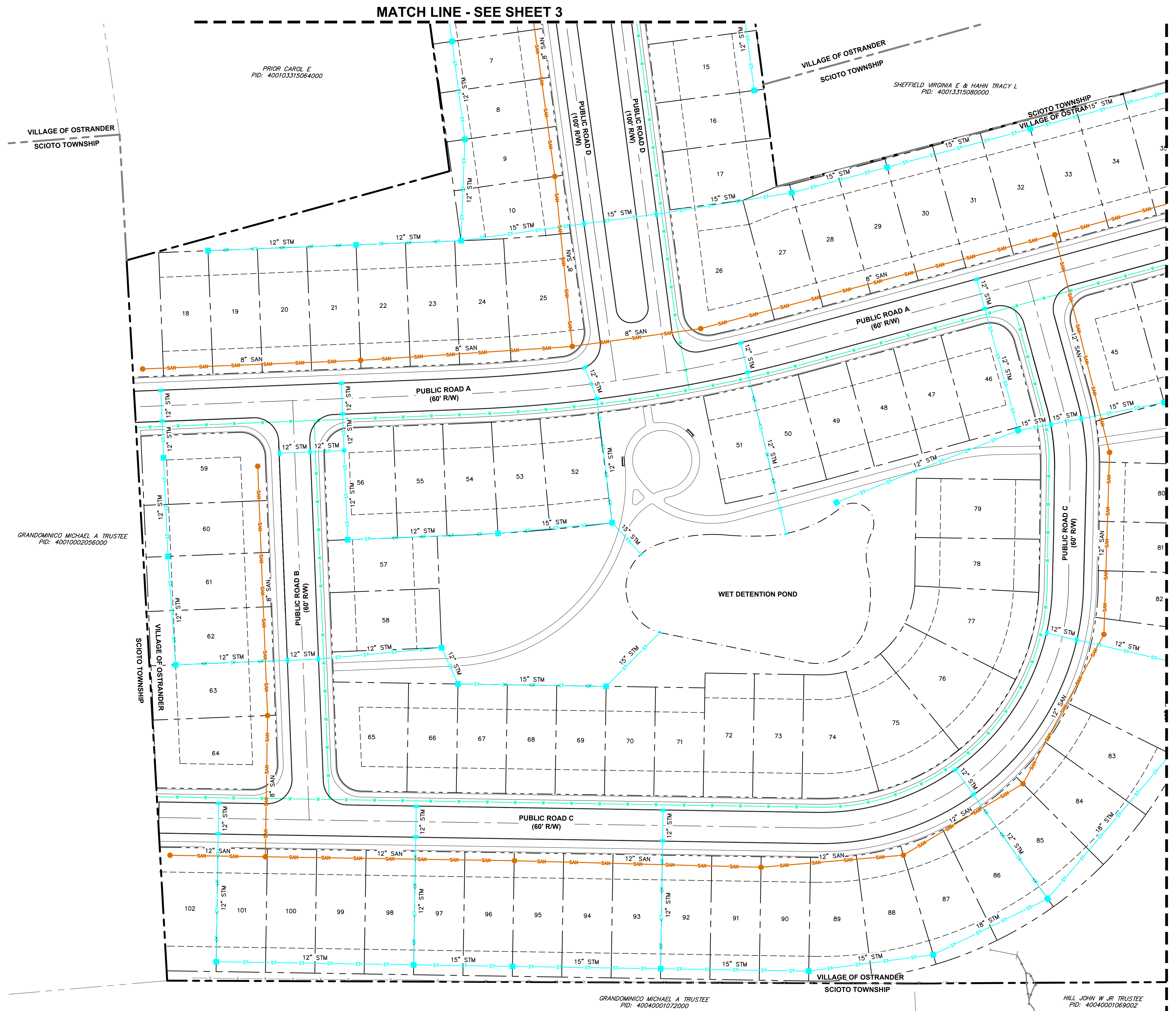
DESIGNED BY: DMR

DRAWN BY: DMR

CHECKED BY: TGU

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 COLUMBUS, OH 43235
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Drawing name: C:\ACD\ACDDocs\Kimley-Horn\190326005_Ahor_Scott & Lance\Project Files\2 Design\CAD\DrawSheets\Rezoneing_Support\Detailed Utility Plan.dwg Utility Plan - Jun 23, 2026 2:49pm by: Demetrios Roussos
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 - EXISTING SANITARY MANHOLE
 - PROPOSED PROPERTY LINE
 - PROPOSED RIGHT OF WAY
 - PROPOSED WET BASIN
 - PROPOSED WATERMAIN
 - PROPOSED SANITARY SEWER
 - PROPOSED SANITARY MANHOLE
 - PROPOSED STORM SEWER
 - PROPOSED STORM MANHOLE
 - PROPOSED STORM CATCH BASIN
 - PROPOSED STORM CURB INLET

| No. | REVISIONS | DATE | BY | APR | DATE | BY |
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SCALE: _____
 DESIGNED BY: DMR
 DRAWN BY: DMR
 CHECKED BY: TGU

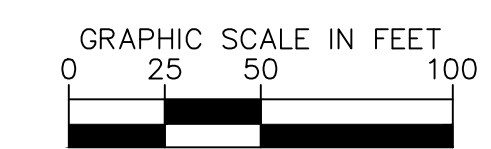
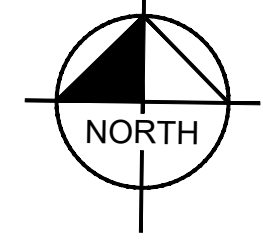
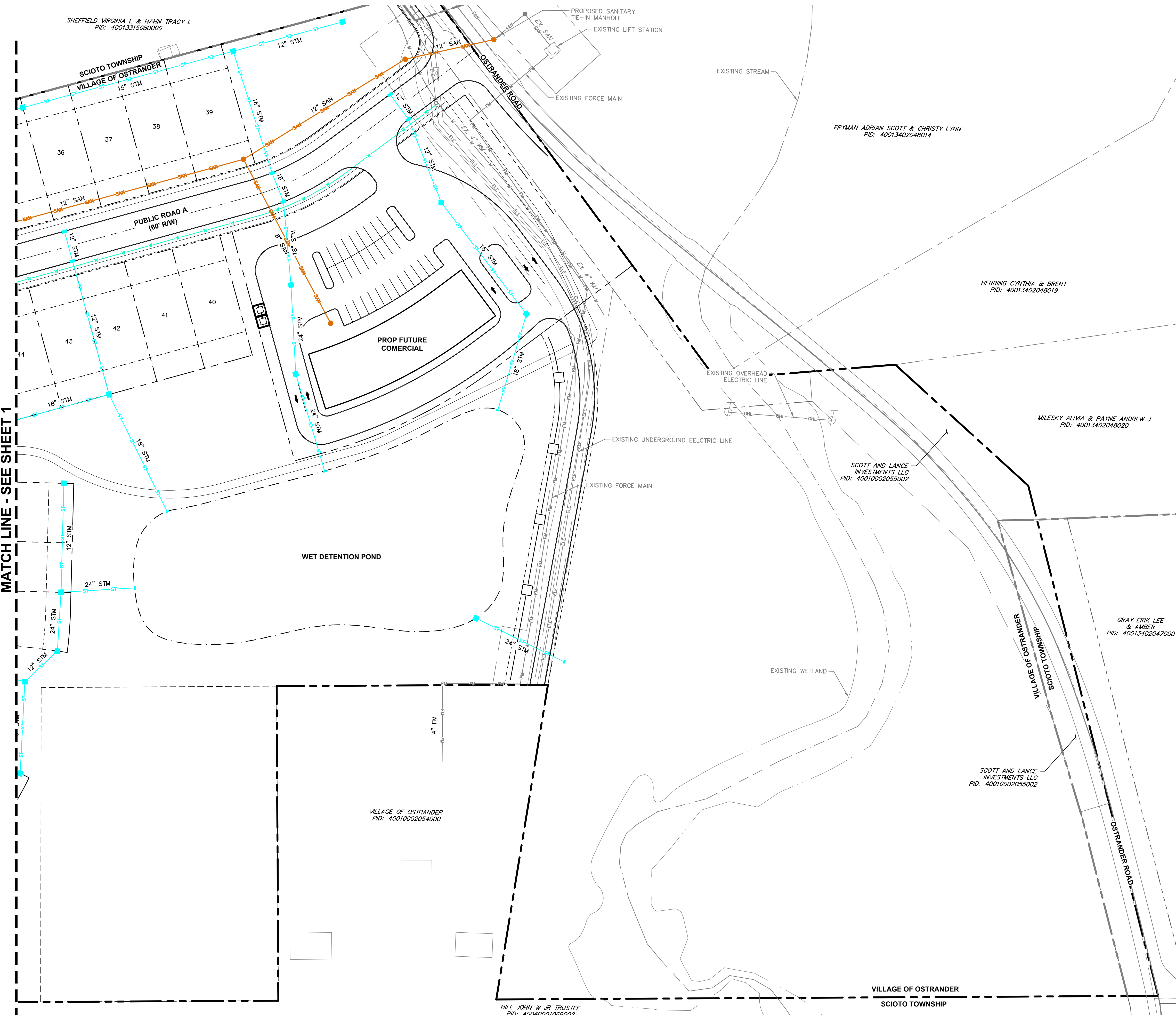
UTILITY PLAN

SCOTT & LANCE
REZONING PLAN
 VILLAGE OF OSTRANDER
 DELAWARE COUNTY, OHIO

ORIGINAL ISSUE:
 06/23/2026
 KHA PROJECT NO.
 190326005
 SHEET NUMBER
1
 OF 4

Drawing name: C:\ACD\ACDDocs\Kimley-Horn\190326005_Abbr_Scott & Lance\Project Files\2 Design\CAD\PlanSheets\Rezoning_Support\Detailed_UTILITY_Plan.dwg Utility Plan (2) Jun 23, 2026, 2:48pm by: Demetria Rouse
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MATCH LINE - SEE SHEET 1

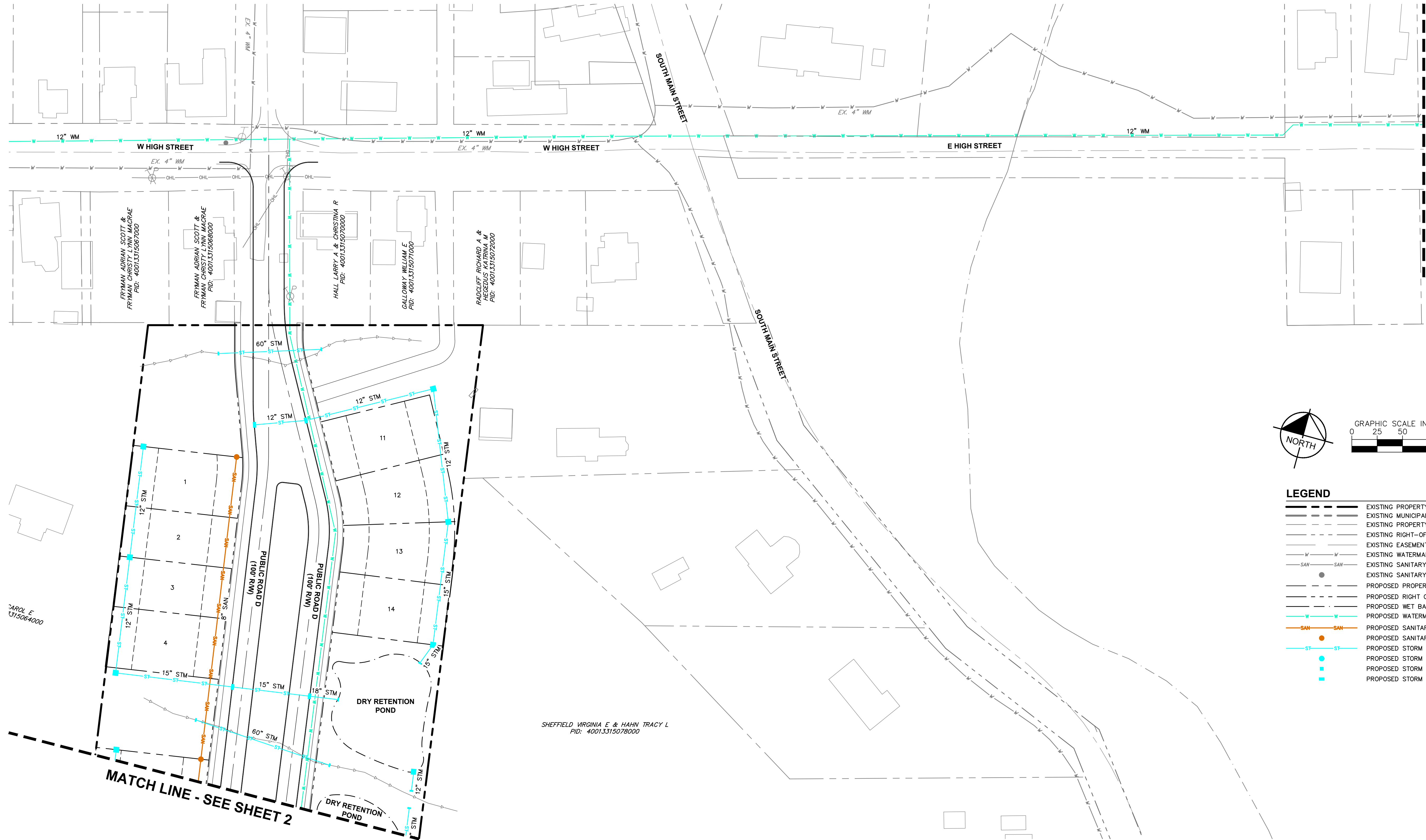


LEGEND

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| | EXISTING MUNICIPAL BOUNDARY |
| | EXISTING PROPERTY LINE |
| | EXISTING RIGHT-OF-WAY |
| | EXISTING EASEMENT |
| | EXISTING WETLAND |
| | EXISTING STREAM |
| | EXISTING WATERMAIN |
| | EXISTING SANITARY SEWER |
| | EXISTING SANITARY MANHOLE |
| | EXISTING ELECTRIC LINE |
| | EXISTING FORCE MAIN |
| | EXISTING OVERHEAD ELECTRIC |
| | PROPOSED PROPERTY LINE |
| | PROPOSED RIGHT OF WAY |
| | PROPOSED WET BASIN |
| | PROPOSED WATERMAIN |
| | PROPOSED FORCE MAIN |
| | PROPOSED SANITARY SEWER |
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| | PROPOSED STORM CATCH BASIN |
| | PROPOSED STORM CURB INLET |

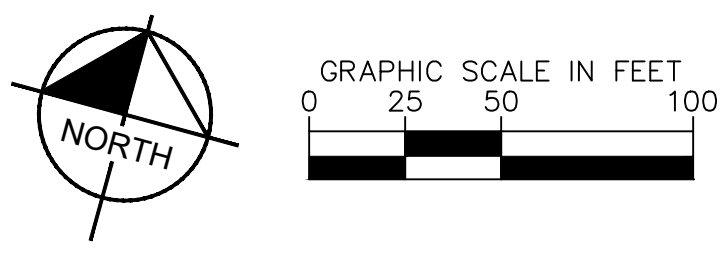
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| | | | | | | | | |
| Kimley-Horn | © 2026 KIMLEY-HORN AND ASSOCIATES, INC. 7965 N. HULL ROAD, SUITE 200 COLUMBUS, OH 43235 PHONE: 614-454-6699 WWW.KIMLEY-HORN.COM | | | | | | | |
| SCALE: | DESIGNED BY: DMR | DRAWN BY: DMR | CHECKED BY: TGU | UTILITY PLAN | | | | No. _____ REVISIONS DATE _____ BY _____ APR DATE _____ APR BY _____ |
| SCOTT & LANCE REZONING PLAN VILLAGE OF OSTRANDER DELAWARE COUNTY, OHIO | | | | ORIGINAL ISSUE: 06/23/2026 KHA PROJECT NO. 190326005 SHEET NUMBER <div style="font-size: 2em; font-weight: bold; text-align: center;">2</div> OF 4 | | | | |

Drawing name: C:\ACD\ACDData\Kimley-Horn\190326005_Ahor_Scott & Lance\Project Files\2_Design\CAD\DrawSheets\Re zoning_Support\Detailed Utility Plan.dwg Utility Plan (3) Jun 23, 2026, 2:48pm By: Demetrios Roussos
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MATCH LINE - SEE SHEET 4

MATCH LINE - SEE SHEET 2



LEGEND

| | |
|--|-----------------------------|
| | EXISTING PROPERTY BOUNDARY |
| | EXISTING MUNICIPAL BOUNDARY |
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| | EXISTING RIGHT-OF-WAY |
| | EXISTING EASEMENT |
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| | EXISTING SANITARY MANHOLE |
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| | PROPOSED STORM SEWER |
| | PROPOSED STORM MANHOLE |
| | PROPOSED STORM CATCH BASIN |
| | PROPOSED STORM CURB INLET |

| No. | REVISIONS | DATE | BY | APR DATE | APR BY |
|-----|-----------|------|----|----------|--------|
| | | | | | |

Kimley-Horn
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SCALE:
 DESIGNED BY: DMR
 DRAWN BY: DMR
 CHECKED BY: TGU

UTILITY PLAN

SCOTT & LANCE
REZONING PLAN
 VILLAGE OF OSTRANDER
 DELAWARE COUNTY, OHIO

ORIGINAL ISSUE:
 06/23/2026

KHA PROJECT NO.
 190326005

SHEET NUMBER
3
 OF 4

Drawing name: C:\ACD\ACDData\Kimley-Horn\190326005_Ahor_Scott & Lance\Project Files\2_Design\CAD\PlanSheets\Re zoning_Support\Detailed Utility Plan.dwg Utility Plan (4) Jun 23, 2026, 2:48pm By: Danelice Rousos
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- LEGEND**
- EXISTING PROPERTY BOUNDARY
 - - - EXISTING MUNICIPAL BOUNDARY
 - EXISTING PROPERTY LINE
 - - - EXISTING RIGHT-OF-WAY
 - - - EXISTING EASEMENT
 - EXISTING WATERMAIN
 - EXISTING SANITARY SEWER
 - EXISTING SANITARY MANHOLE
 - PROPOSED PROPERTY LINE
 - - - PROPOSED RIGHT OF WAY
 - PROPOSED WET BASIN
 - PROPOSED WATERMAIN
 - SAN --- PROPOSED SANITARY SEWER
 - SAN --- PROPOSED SANITARY MANHOLE
 - ST --- PROPOSED STORM SEWER
 - ST --- PROPOSED STORM MANHOLE
 - PROPOSED STORM CATCH BASIN
 - PROPOSED STORM CURB INLET

| | | |
|---|---------------|-------------------------|
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| DESIGNED BY: DMR | DRAWN BY: DMR | CHECKED BY: TGU |
| UTILITY PLAN | | |
| <p>SCOTT & LANCE REZONING PLAN VILLAGE OF OSTRANDER DELAWARE COUNTY, OHIO</p> | | |
| ORIGINAL ISSUE: 06/23/2026 | | |
| KHA PROJECT NO. 190326005 | | |
| SHEET NUMBER | | |
| 4 | | |
| OF 4 | | |
| No. | REVISIONS | DATE BY APR DATE APR BY |



April 9, 2026

Mr. Drew Miller
Arbor Homes
6797 N High Street, Suite 238
Dublin, OH 43017

Re: Utility Summary – Scott & Lance Property (Grouse Landing)

Dear Mr. Miller:

Kimley-Horn has prepared a desktop review of record engineering plans and available Delaware County Auditor's information to determine utility availability for the Scott & Lance Property west of Ostrander Road and south of W High Street in the Village of Ostrander, Ohio. Kimley-Horn understands that the Client intends to develop the site into a single-family residential development with a commercial outparcel.

Sanitary Sewer

Sanitary sewer service is available at the far southeast side of the site adjacent to Ostrander Road where the Village of Ostrander Wastewater Treatment Plant (WWTP) is located. It is anticipated that a lift station and forcemain will be required by the Village to discharge into the WWTP. The WWTP is anticipated to have capacity to serve the development.

Water

Del-Co Water has two existing watermains adjacent to the site. A 4" watermain is located along Ostrander Road and along W High Street. Del-Co Water has provided an offsite improvement map that will be required to provide service to the site. There is an existing 12" watermain stub that is stubbed at Woodsvie Drive and Penn Road. An 8 or 12" watermain will need to be extended along Penn Road/Jacktown Road, E High Street, and to the development to provide adequate service for the development. The 8" will need to be looped internal to the site and tie into the existing 4" watermains at Ostrander Road and W High Street.

Storm Sewer

Drainage from the site drains to multiple streams located throughout the site. The existing creeks are tributary to the Scioto River. Stormwater management practices will be required per the Village of Ostrander stormwater regulations.



Closure

Based on Kimley-Horn's observations, utility services are available (or able to be extended) to serve the proposed site.

Kimley-Horn appreciates the opportunity to prepare this due diligence letter for this site. Please do not hesitate to contact me with any questions.

Sincerely,

Kimley-Horn and Associates, Inc.

A handwritten signature in blue ink, appearing to read "Tyler G. Jackson".

Tyler G. Jackson, P.E.
Associate

TAB 8
TRAFFIC STUDY

Traffic Study Memorandum of Understanding

RE: Arbor Homes Ostrander Road Single Family Traffic Impact Study

To: Village of Ostrander and Delaware County

From: Carpenter Marty Transportation

Date: April 3, 2026

Carpenter Marty Transportation (CM) was retained to complete a traffic impact study (TIS) for a proposed single-family residential development located on the west side of Ostrander Road, south of High Street, in the Village of Ostrander. The development is proposed to include 103 residential lots for single-family homes and one commercial lot containing a daycare. The existing site is undeveloped agricultural land. The site is proposed to have one full access point to Ostrander Road and one full access point to W. High Street via an extension of S. 2nd Street. The site concept plan is provided in the **Attachment**.

Trips for the proposed site were generated using Institute of Transportation Engineers (ITE) practices and the Trip Generation Manual, 12th edition. Land use codes (LUC) 210 – *Single-Family Detached Housing* and 565 – *Day Care Center* were utilized to generate trips for the proposed development. ITE recommended pass-by reductions were applied to the daycare use. **Table 1** summarizes the trip generation analysis. The ITE trip generation outputs can be found in the **Attachment**.

Table 1 – Proposed Site Trip Generation Summary

| Land Use | Size | Trip Type | Weekday AM Peak | | Weekday PM Peak | |
|--------------------------------------|--------------------|-------------|-----------------|------|-----------------|------|
| | | | Entry | Exit | Entry | Exit |
| 210 – Single-Family Detached Housing | 103 Dwelling Units | Overall | 20 | 54 | 61 | 38 |
| | | Pass-by | 0 | 0 | 0 | 0 |
| | | Non-Pass-By | 20 | 54 | 61 | 38 |
| 565 – Day Care Center | 7,000 SF | Overall | 40 | 36 | 35 | 40 |
| | | Pass-by | 0 | 0 | 15 | 18 |
| | | Non-Pass-By | 40 | 36 | 20 | 22 |

The study is proposed to include analysis of the below listed intersections (numbers corresponding to **Figure 1**).

1. S. Main Street & E./W. High Street
2. Ostrander Road & Calhoun Road
3. Ostrander Road & Site Access

Table 2 describes CM’s understanding of the scope of work.

Figure 1 – Proposed Site (Yellow Outline) and Study Intersections




Table 2 – TIS Scope

| | |
|--------------------|---|
| Data Collection | Obtain 24 hours of turning movement count data at the following intersections: 1) S. Main Street & E./W. High Street 2) Ostrander Road & Calhoun Road Clean up and review data. Calculate AM and PM Peak hours. |
| Trip Generation | Generate trips for the proposed development using ITE land use codes and the Trip Generation Manual, 12th Edition. Assign traffic to the proposed site access points using a distribution determined from count data, area knowledge/travel patterns, and engineering judgment. Trip generation outputs from ITE are provided in the Attachment . |
| Volume Development | Develop Opening Day (2028) and Horizon Year (2038) traffic plates for Build, No Build, AM, and PM Peaks based on growth rates obtained from MORPC. |
| Turn lane Analysis | Perform turn lane warrant analyses at the proposed access points based on standard ODOT turn lane warrant graphs and Delaware County criteria. Calculate lengths for any turn lanes which meet warrants. |
| Capacity Analysis | Use Synchro to perform capacity analysis at the following intersections: 1) S. Main Street & E./W. High Street 2) Ostrander Road & Calhoun Road 3) Ostrander Road & Site Access If acceptable LOS is not obtained under Build or No Build conditions, determine what improvements are necessary to obtain acceptable LOS. A minimum LOS D for each intersection, approach, and individual movement will be considered acceptable. |
| Analysis | Develop an intersection sight distance exhibit for the proposed access to Ostrander Road based on methodologies in the ODOT L&D Manual. This task includes one exhibit. |
| Report | Develop a report that documents what is necessary to satisfy the Village of Ostrander and Delaware County which generally includes analysis, results, conclusions, and recommendations. |

If you have any questions or comments, please contact me at 614-656-2421 or dlaurent@cmtran.com.

Sincerely,

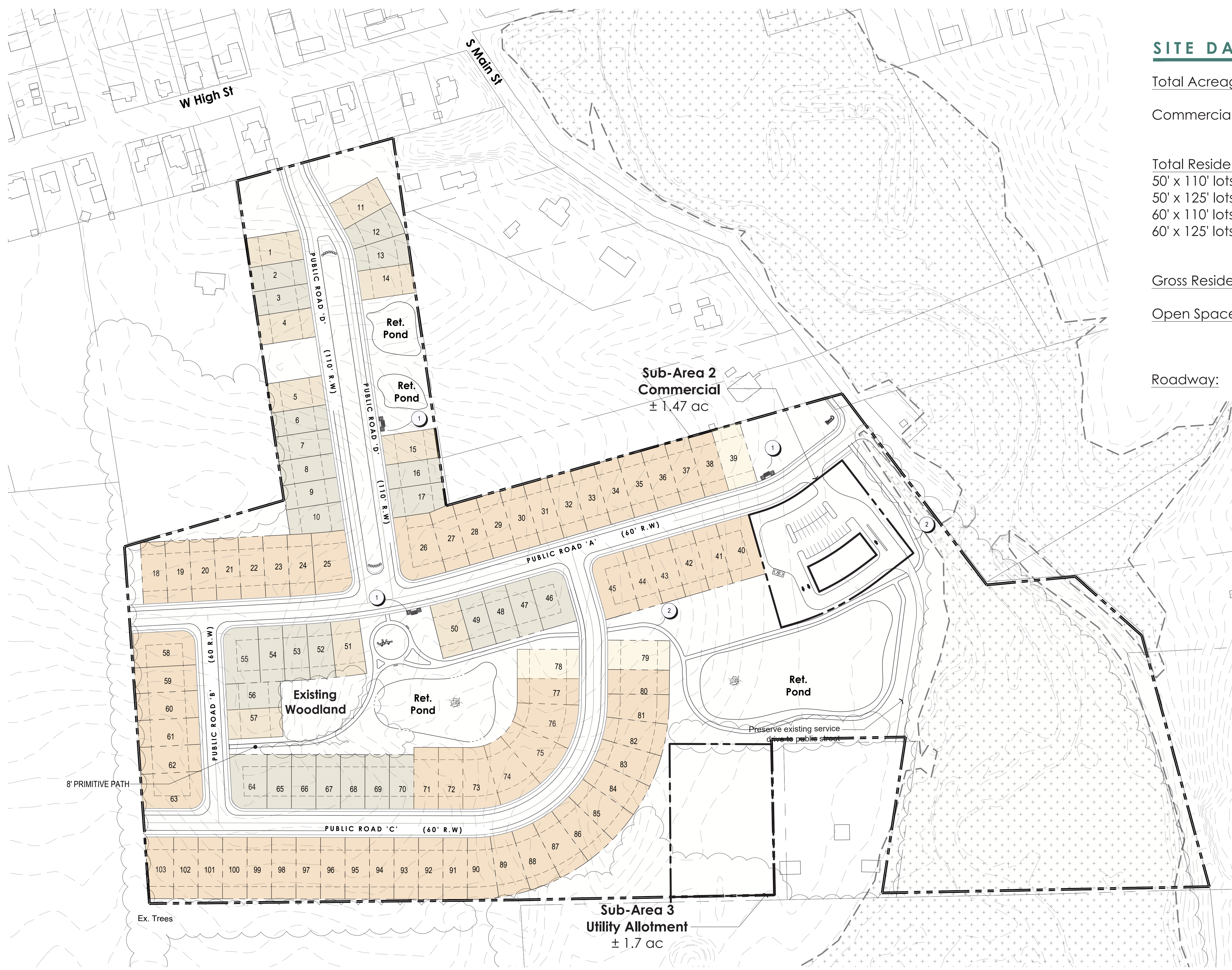


Drew Laurent, AICP
Transportation Planner
Carpenter Marty Transportation

Attachment

Attachment





SITE DATA

| | |
|-----------------------------------|-------------------------------|
| Total Acreage: | ± 42.85 acres |
| Commercial Parcel | ± 1.47 acres |
| Total Residential Units: | 103 Units |
| 50' x 110' lots: | 28 units (±26 %) |
| 50' x 125' lots: | 64 units (±63 %) |
| 60' x 110' lots: | 8 units (±8%) |
| 60' x 125' lots: | 3 units (±3 %) |
| Gross Residential Density: | ± 2.4 du/acre |
| Open Space: | ± 17.5 Acres (40.8%) |
| Roadway: | ± 5208.87 L.F (50.56 L.F/LOT) |

LOT KEY

| | |
|--|-----------------|
| | 50' x 110' lots |
| | 50' x 125' lots |
| | 60' x 110' lots |
| | 60' x 125' lots |

CODED LANDSCAPE NOTES

| KEY | ITEM | REFERENCE | NOTES |
|-----|-----------------|-----------|--|
| 1 | CBU MAILBOX | | FINAL LOCATION & CONFIGURATION OF CLUSTER BOX UNITS TO BE COORDINATED WITH & APPROVED BY THE LOCAL USFS GROWTH MANAGER |
| 2 | 8' ASPHALT PATH | | - |

Scenario - 1

Scenario Name: AM Peak User Group:

Dev. phase: 1 No. of Years to Project 0

Analyst Note: Traffic:

Warning:

| Land Use & Data Source | Location | IV | Size | Time Period | Method | Entry | Exit | Total |
|--|----------------|------------------|------|--|----------------------|--------|--------|-------|
| | | | | | Rate/Equation | Split% | Split% | |
| 210 - Single-Family Detached Housing | General | Dwelling Units | 103 | Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m. | Best Fit (LIN) | 20 | 54 | 74 |
| Data Source: Trip Generation Manual, 12th Ed | Urban/Suburban | | | | $T = 0.67(X) + 5.59$ | 27% | 73% | |
| 565 - Day Care Center | General | 1000 Sq. Ft. GFA | 7 | Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 7 and 9 a.m. | Average | 40 | 36 | 76 |
| Data Source: Trip Generation Manual, 12th Ed | Urban/Suburban | | | | 10.88 | 53% | 47% | |

VEHICLE TO PERSON TRIP CONVERSION

BASELINE SITE VEHICLE CHARACTERISTICS:

| Land Use | Baseline Site Vehicle Mode Share | | Baseline Site Vehicle Occupancy | | Baseline Site Vehicle Directional Split | |
|--------------------------------------|----------------------------------|----------|---------------------------------|------|---|----------|
| | Entry (%) | Exit (%) | Entry | Exit | Entry (%) | Exit (%) |
| 210 - Single-Family Detached Housing | 100 | 100 | 1 | 1 | 27 | 73 |
| 565 - Day Care Center | 100 | 100 | 1 | 1 | 53 | 47 |

ESTIMATED BASELINE SITE PERSON TRIPS:

| Land Use | Baseline Site Vehicle Mode Share | | Baseline Site Vehicle Occupancy | | Baseline Site Vehicle Directional Split | |
|--------------------------------------|----------------------------------|----------|---------------------------------|------|---|----------|
| | Entry (%) | Exit (%) | Entry | Exit | Entry (%) | Exit (%) |
| 210 - Single-Family Detached Housing | 20 | 54 | 0 | 0 | 20 | 54 |
| | | 74 | 0 | 0 | | 74 |
| 565 - Day Care Center | 40 | 36 | 0 | 0 | 40 | 36 |
| | | 76 | 0 | 0 | | 76 |

VEHICLE TRIPS AFTER MULTI-MODAL ADJUSTMENT

MODE SHARE:

| Land Use | Personal Passenger Vehicle | | Truck | | Other Modes | |
|--------------------------------------|----------------------------|----------|-------|------|-------------|----------|
| | Entry (%) | Exit (%) | Entry | Exit | Entry (%) | Exit (%) |
| 210 - Single-Family Detached Housing | 100% | 100% | 0% | 0% | 0% | 0% |
| 565 - Day Care Center | 100% | 100% | 0% | 0% | 0% | 0% |

OCCUPANCY:

| Land Use | Vehicle | |
|--------------------------------------|---------|------|
| | Entry | Exit |
| 210 - Single-Family Detached Housing | 1.00 | 1.00 |
| 565 - Day Care Center | 1.00 | 1.00 |

ADJUSTED VEHICLE TRIPS:

| Land Use | Entry | | | | Exit | | | |
|--------------------------------------|--------------|------------------------|-------------------|---------------|--------------|------------------------|-------------------|---------------|
| | Person Trips | Vehicle Mode Share (%) | Vehicle Occupancy | Vehical Trips | Person Trips | Vehicle Mode Share (%) | Vehicle Occupancy | Vehical Trips |
| 210 - Single-Family Detached Housing | 20 | 100% | 1.00 | 20 | 54 | 100% | 1.00 | 54 |
| 565 - Day Care Center | 40 | 100% | 1.00 | 40 | 36 | 100% | 1.00 | 36 |

INTERNAL VEHICLE TRIP REDUCTION

LAND USE GROUP ASSIGNMENT:

| Land Use | Land Use Group |
|--------------------------------------|----------------|
| 210 - Single-Family Detached Housing | Residential |
| 565 - Day Care Center | Others |

BALANCED PERSON TRIPS:

| 210 - Single-Family Detached Housing | | | | 565 - Day Care Center | | | |
|--------------------------------------|-----|-------|----------------------|-----------------------|-----|-------|----------------------|
| Persons Exit | PAF | UIPTC | Unconstrained Demand | Persons Entry | PAF | UIPTC | Unconstrained Demand |
| 54 | 1 | 0 | 0 | 40 | 1 | 0 | 0 |
| Persons Entry | PAF | UIPTC | Unconstrained Demand | Persons Exit | PAF | UIPTC | Unconstrained Demand |
| 20 | 1 | 0 | 0 | 36 | 1 | 0 | 0 |

====> BALANCED ==>>> <<<== BALANCED <<<==

INTERNAL PERSON TRIPS:

210 - Single-Family Detached Housing

| Internal Person Trips From | Entry | Exit | Total |
|------------------------------------|----------|----------|----------|
| 565 - Day Care Center | 0 | 0 | 0 |
| Total Internal Person Trips | 0 | 0 | 0 |

| Internal Person Trips From | Entry | Exit | Total |
|--------------------------------------|----------|----------|----------|
| 210 - Single-Family Detached Housing | 0 | 0 | 0 |
| Total Internal Person Trips | 0 | 0 | 0 |

INTERNAL VEHICLE TRIPS AND CAPTURE:

210 - Single-Family Detached Housing

| | | | |
|--------------------------------------|-----------|-----------|-----------|
| Total Internal Person Trips | 0 | 0 | 0 |
| Vehicle Mode Share | 100% | 100% | - |
| Vehicle Occupancy | 1.00 | 1.00 | - |
| Total Vehicle Internal Trips | 0 | 0 | 0 |
| Total External Vehicle Trips | 20 | 54 | 74 |
| Internal Vehicle Trip Capture | 0% | 0% | 0% |

| | | | |
|--------------------------------------|-----------|-----------|-----------|
| Total Internal Person Trips | 0 | 0 | 0 |
| Vehicle Mode Share | 100% | 100% | - |
| Vehicle Occupancy | 1.00 | 1.00 | - |
| Total Vehicle Internal Trips | 0 | 0 | 0 |
| Total External Vehicle Trips | 40 | 36 | 76 |
| Internal Vehicle Trip Capture | 0% | 0% | 0% |

PASS-BY VEHICLE TRIP REDUCTION

| Land Use | External Vehicle Trips | | Pass-by Vehicle Trip % | | Pass-by Vehicle Trips | |
|--------------------------------------|------------------------|------|------------------------|----------|-----------------------|------|
| | Entry | Exit | Entry (%) | Exit (%) | Entry | Exit |
| 210 - Single-Family Detached Housing | 20 | 54 | 0.00% | 0.00% | 0 | 0 |
| 565 - Day Care Center | 40 | 36 | 0.00% | 0.00% | 0 | 0 |

DIVERTED VEHICLE TRIP REDUCTION

| Land Use | External Vehicle Trips | | Diverted Vehicle Trip % | | Diverted Vehicle Trips | |
|--------------------------------------|------------------------|------|-------------------------|----------|------------------------|------|
| | Entry | Exit | Entry (%) | Exit (%) | Entry | Exit |
| 210 - Single-Family Detached Housing | 20 | 54 | 0.00% | 0.00% | 0 | 0 |
| 565 - Day Care Center | 40 | 36 | 0.00% | 0.00% | 0 | 0 |

EXTRA VEHICLE TRIP REDUCTION

| Land Use | External Vehicle Trips | | Diverted Vehicle Trip % | | Diverted Vehicle Trips | |
|--------------------------------------|------------------------|------|-------------------------|----------|------------------------|------|
| | Entry | Exit | Entry (%) | Exit (%) | Entry | Exit |
| 210 - Single-Family Detached Housing | 20 | 54 | 0.00% | 0.00% | 0 | 0 |
| 565 - Day Care Center | 40 | 36 | 0.00% | 0.00% | 0 | 0 |

NEW VEHICLE TRIPS

| Land Use | New Vehicle Trips | | |
|--------------------------------------|-------------------|------|-------|
| | Entry | Exit | Total |
| 210 - Single-Family Detached Housing | 20 | 54 | 74 |
| 565 - Day Care Center | 40 | 36 | 76 |

| Land Use | New Vehicle Trips (PPV) | | |
|--------------------------------------|-------------------------|------|-------|
| | Entry | Exit | Total |
| 210 - Single-Family Detached Housing | 20 | 54 | 74 |
| 565 - Day Care Center | 40 | 36 | 76 |

| Land Use | New Vehicle Trips (Truck) | | |
|--------------------------------------|---------------------------|------|-------|
| | Entry | Exit | Total |
| 210 - Single-Family Detached Housing | 0 | 0 | 0 |
| 565 - Day Care Center | 0 | 0 | 0 |

RESULTS

| Site Totals | Entry | Exit | Total |
|--|-------|------|-------|
| Vehicle Trips Before Reduction | 60 | 90 | 150 |
| Vehicle Trips After Multi-modal Adjustment | 60 | 90 | 150 |
| Internal Vehicle Trips | 0 | 0 | 0 |
| External Vehicle Trips | 60 | 90 | 150 |
| Internal Vehicle Trip Capture | 0% | 0% | 0% |
| Pass-by Vehicle Trips | 0 | 0 | 0 |
| Diverted Vehicle Trips | 0 | 0 | 0 |
| Extra Reduced Vehicle Trips | 0 | 0 | 0 |
| New Vehicle Trips | 60 | 90 | 150 |
| PPV | 60 | 90 | 150 |
| Truck | 0 | 0 | 0 |
| Person Trips by Other Modes | 0 | 0 | 0 |

Scenario - 2

Scenario Name: PM Peak User Group:

Dev. phase: 1 No. of Years to Project 0

Analyst Note:

Warning:

VEHICLE TRIPS BEFORE REDUCTION

| Land Use & Data Source | Location | IV | Size | Time Period | Method | Entry | Exit | Total |
|--|----------------|------------------|------|--|------------------------------|--------|--------|-------|
| | | | | | Rate/Equation | Split% | Split% | |
| 210 - Single-Family Detached Housing | General | Dwelling Units | 103 | Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m. | Best Fit (LOG) | 61 | 38 | 99 |
| Data Source: Trip Generation Manual, 12th Ed | Urban/Suburban | | | | $\ln(T) = 0.92\ln(X) + 0.33$ | 62% | 38% | |
| 565 - Day Care Center | General | 1000 Sq. Ft. GFA | 7 | Weekday, Peak Hour of Adjacent Street Traffic, One Hour Between 4 and 6 p.m. | Average | 35 | 40 | 75 |
| Data Source: Trip Generation Manual, 12th Ed | Urban/Suburban | | | | 10.75 | 47% | 53% | |

VEHICLE TO PERSON TRIP CONVERSION

BASELINE SITE VEHICLE CHARACTERISTICS:

| Land Use | Baseline Site Vehicle Mode Share | | Baseline Site Vehicle Occupancy | | Baseline Site Vehicle Directional Split | |
|--------------------------------------|----------------------------------|----------|---------------------------------|------|---|----------|
| | Entry (%) | Exit (%) | Entry | Exit | Entry (%) | Exit (%) |
| 210 - Single-Family Detached Housing | 100 | 100 | 1 | 1 | 62 | 38 |
| 565 - Day Care Center | 100 | 100 | 1 | 1 | 47 | 53 |

ESTIMATED BASELINE SITE PERSON TRIPS:

| Land Use | Baseline Site Vehicle Mode Share | | Baseline Site Vehicle Occupancy | | Baseline Site Vehicle Directional Split | |
|--------------------------------------|----------------------------------|----------|---------------------------------|------|---|----------|
| | Entry (%) | Exit (%) | Entry | Exit | Entry (%) | Exit (%) |
| 210 - Single-Family Detached Housing | 61 | 38 | 0 | 0 | 61 | 38 |
| | | 99 | 0 | 0 | | 99 |
| 565 - Day Care Center | 35 | 40 | 0 | 0 | 35 | 40 |
| | | 75 | 0 | 0 | | 75 |

VEHICLE TRIPS AFTER MULTI-MODAL ADJUSTMENT

MODE SHARE:

| Land Use | Personal Passenger Vehicle | | Truck | | Other Modes | |
|--------------------------------------|----------------------------|----------|-------|------|-------------|----------|
| | Entry (%) | Exit (%) | Entry | Exit | Entry (%) | Exit (%) |
| 210 - Single-Family Detached Housing | 100% | 100% | 0% | 0% | 0% | 0% |
| 565 - Day Care Center | 100% | 100% | 0% | 0% | 0% | 0% |

OCCUPANCY:

| Land Use | Vehicle | |
|--------------------------------------|---------|------|
| | Entry | Exit |
| 210 - Single-Family Detached Housing | 1.00 | 1.00 |
| 565 - Day Care Center | 1.00 | 1.00 |

ADJUSTED VEHICLE TRIPS:

| Land Use | Entry | | | | Exit | | | |
|--------------------------------------|--------------|------------------------|-------------------|---------------|--------------|------------------------|-------------------|---------------|
| | Person Trips | Vehicle Mode Share (%) | Vehicle Occupancy | Vehical Trips | Person Trips | Vehicle Mode Share (%) | Vehicle Occupancy | Vehical Trips |
| 210 - Single-Family Detached Housing | 61 | 100% | 1.00 | 61 | 38 | 100% | 1.00 | 38 |
| 565 - Day Care Center | 35 | 100% | 1.00 | 35 | 40 | 100% | 1.00 | 40 |

INTERNAL VEHICLE TRIP REDUCTION

LAND USE GROUP ASSIGNMENT:

| Land Use | Land Use Group |
|--------------------------------------|----------------|
| 210 - Single-Family Detached Housing | Residential |
| 565 - Day Care Center | Others |

BALANCED PERSON TRIPS:

| 210 - Single-Family Detached Housing | | | | 565 - Day Care Center | | | |
|--------------------------------------|-----|-------|----------------------|-----------------------|-----|-------|----------------------|
| Persons Exit | PAF | UIPTC | Unconstrained Demand | Persons Entry | PAF | UIPTC | Unconstrained Demand |
| 38 | 1 | 0 | 0 | 35 | 1 | 0 | 0 |
| Persons Entry | PAF | UIPTC | Unconstrained Demand | Persons Exit | PAF | UIPTC | Unconstrained Demand |
| 61 | 1 | 0 | 0 | 40 | 1 | 0 | 0 |

====> BALANCED ==>>> <<<== BALANCED <<<==

INTERNAL PERSON TRIPS:

210 - Single-Family Detached Housing

| Internal Person Trips From | Entry | Exit | Total |
|------------------------------------|----------|----------|----------|
| 565 - Day Care Center | 0 | 0 | 0 |
| Total Internal Person Trips | 0 | 0 | 0 |

| Internal Person Trips From | Entry | Exit | Total |
|--------------------------------------|----------|----------|----------|
| 210 - Single-Family Detached Housing | 0 | 0 | 0 |
| Total Internal Person Trips | 0 | 0 | 0 |

INTERNAL VEHICLE TRIPS AND CAPTURE:

210 - Single-Family Detached Housing

| | | | |
|--------------------------------------|-----------|-----------|-----------|
| Total Internal Person Trips | 0 | 0 | 0 |
| Vehicle Mode Share | 100% | 100% | - |
| Vehicle Occupancy | 1.00 | 1.00 | - |
| Total Vehicle Internal Trips | 0 | 0 | 0 |
| Total External Vehicle Trips | 61 | 38 | 99 |
| Internal Vehicle Trip Capture | 0% | 0% | 0% |

| | | | |
|--------------------------------------|-----------|-----------|-----------|
| Total Internal Person Trips | 0 | 0 | 0 |
| Vehicle Mode Share | 100% | 100% | - |
| Vehicle Occupancy | 1.00 | 1.00 | - |
| Total Vehicle Internal Trips | 0 | 0 | 0 |
| Total External Vehicle Trips | 35 | 40 | 75 |
| Internal Vehicle Trip Capture | 0% | 0% | 0% |

PASS-BY VEHICLE TRIP REDUCTION

| Land Use | External Vehicle Trips | | Pass-by Vehicle Trip % | | Pass-by Vehicle Trips | |
|--------------------------------------|------------------------|------|------------------------|----------|-----------------------|------|
| | Entry | Exit | Entry (%) | Exit (%) | Entry | Exit |
| 210 - Single-Family Detached Housing | 61 | 38 | 0.00% | 0.00% | 0 | 0 |
| 565 - Day Care Center | 35 | 40 | 44.00% | 44.00% | 15 | 18 |

DIVERTED VEHICLE TRIP REDUCTION

| Land Use | External Vehicle Trips | | Diverted Vehicle Trip % | | Diverted Vehicle Trips | |
|--------------------------------------|------------------------|------|-------------------------|----------|------------------------|------|
| | Entry | Exit | Entry (%) | Exit (%) | Entry | Exit |
| 210 - Single-Family Detached Housing | 61 | 38 | 0.00% | 0.00% | 0 | 0 |
| 565 - Day Care Center | 35 | 40 | 0.00% | 0.00% | 0 | 0 |

EXTRA VEHICLE TRIP REDUCTION

| Land Use | External Vehicle Trips | | Diverted Vehicle Trip % | | Diverted Vehicle Trips | |
|--------------------------------------|------------------------|------|-------------------------|----------|------------------------|------|
| | Entry | Exit | Entry (%) | Exit (%) | Entry | Exit |
| 210 - Single-Family Detached Housing | 61 | 38 | 0.00% | 0.00% | 0 | 0 |
| 565 - Day Care Center | 20 | 22 | 0.00% | 0.00% | 0 | 0 |

NEW VEHICLE TRIPS

| Land Use | New Vehicle Trips | | |
|--------------------------------------|-------------------|------|-------|
| | Entry | Exit | Total |
| 210 - Single-Family Detached Housing | 61 | 38 | 99 |
| 565 - Day Care Center | 20 | 22 | 42 |

| Land Use | New Vehicle Trips (PPV) | | |
|--------------------------------------|-------------------------|------|-------|
| | Entry | Exit | Total |
| 210 - Single-Family Detached Housing | 61 | 38 | 99 |
| 565 - Day Care Center | 20 | 22 | 42 |

| Land Use | New Vehicle Trips (Truck) | | |
|--------------------------------------|---------------------------|------|-------|
| | Entry | Exit | Total |
| 210 - Single-Family Detached Housing | 0 | 0 | 0 |
| 565 - Day Care Center | 0 | 0 | 0 |

RESULTS

| Site Totals | Entry | Exit | Total |
|--|-------|------|-------|
| Vehicle Trips Before Reduction | 96 | 78 | 174 |
| Vehicle Trips After Multi-modal Adjustment | 96 | 78 | 174 |
| Internal Vehicle Trips | 0 | 0 | 0 |
| External Vehicle Trips | 96 | 78 | 174 |
| Internal Vehicle Trip Capture | 0% | 0% | 0% |
| Pass-by Vehicle Trips | 15 | 18 | 33 |
| Diverted Vehicle Trips | 0 | 0 | 0 |
| Extra Reduced Vehicle Trips | 0 | 0 | 0 |
| New Vehicle Trips | 81 | 60 | 141 |
| PPV | 81 | 60 | 141 |
| Truck | 0 | 0 | 0 |
| Person Trips by Other Modes | 0 | 0 | 0 |