



10/4/2023 | 6:00 PM

**MUNICIPAL SERVICES CENTER, COUNCIL CHAMBER
3600 TREMONT ROAD**

If you are joining through Zoom, please click the link below to join the meeting:

<https://zoom.us/j/98181639938>

Meeting ID: 981 8163 99384

1. New Business

- a. Review of a proposed Major Subdivision and variances for the Scioto Villas project, which would subdivide the property into 15 townhouse parcels with a reserve.

2. Old Business

- a. None.



Authors: Justin Milam, AICP, Senior Planner
Alyssa Kelly, AICP, Planning Officer

BZAP Meeting Date: October 4, 2023

Subject: Review of a proposed Major Subdivision and variances for the Scioto Villas project, which would subdivide the property into 15 townhouse parcels with a reserve.

Overview

Moment Development, the developer for the Scioto Villas project, which includes the properties at 2790, 2770, and 2750 Fishinger Road, has submitted an application for a Major Subdivision for the property into 15 lots and a reserve under separate ownership, and a variance request to the approved zoning text that would allow this subdivision. The approved zoning plan and text currently specifies the property can be developed with condominiums, where owners only own the individual unit and not the land the unit occupies. The developer is applying for this change to increase the marketability and value of each proposed townhome. The overall design and orientation of the units and site plan would remain largely unchanged. Refinements to the design have occurred since a rezoning was approved by City Council in September 2022 (OR-09-22).

Staff has provided initial comments to the applicant and a formal review letter will follow at a later date.

Initial Staff comments to the plans include:

- Add lot numbers with the addresses for clarity
- Show how the greenspace/private drive will be managed
- Expand note at the bottom right that the drive will never be dedicated to the City as a public road
- Make clear that no dwellings are permitted in the park area near the street intersection or atop the storm sewer easement
- Requests by the City Forester (see attachment)

Initial Staff comments to the development text include:

- Recommend removing specific architect names to avoid future variances
- Verify Fishinger Road and Fairlington Drive front yard setbacks are correct
- Add minimum lot size dimensions to the code language



- Review of revised declarations is on-going

The application is scheduled to be heard by the Board at the November 1, 2023 meeting, where a recommendation vote is requested. Following the Board's recommendation, the application would be heard by City Council for potential acceptance of a Final Plat.

Zoning Code Requirements

The Unified Development Ordinance (UDO) requires a Major Subdivision of land for the creation of five or more lots. [UDO 4.05\(O\)](#) outlines the Standards for Approval for a Major Subdivision, while [UDO 4.06\(E\)](#) outlines procedural requirements. A variance to the approved RCD text is also required because of the change from condominiums to townhome units, and change in building setbacks. The application includes both of these requests.

Attachments

1. Scioto Villas Proposed Major Site Plan
2. Scioto Vil Site Plan - Forestry Comments 9.29.23
3. [Compare Report] Declaration_-_Scioto_Villas_Vers._1_-_4870-4197-7439_1_Tue_Sep_26_2023_16-42-13
4. [Compare Report]
Scioto_Villas_Development_Townhome_Standards_V1.0_Tue_Sep_26_2023_16-38-02
5. Scioto Villas Approved Plan
6. SciotoVillas-Addresses_V3.0_Tue_Jul_11_2023_13-52-14
7. 230213_Scioto Villas_Concept Plans_Revival
8. 230213_Scioto Villas_Concept Plans_Thompson
9. CORNR HERO



MAJOR SITE PLAN FOR
SCIOTO VILLAS
2770 FISHINGER ROAD
COLUMBUS, OH 43221

PROJECT DESCRIPTION

THE PROJECT INVOLVES THE REDEVELOPMENT OF THREE SINGLE FAMILY PROPERTIES INTO ONE MULTI-FAMILY COMMUNITY. THE INDIVIDUAL MULTI-FAMILY RESIDENCES WILL INCLUDE GARAGES, AND THE SITE WILL HAVE VISITOR PARKING, DRIVE AISLES, AND LANDSCAPING WITH ACCESS CONNECTIONS TO FISHINGER ROAD AND FAIRLINGTON DRIVE. A NEW STORM SEWER SYSTEM WILL COLLECT RAINFALL RUNOFF AND DIRECT IT TO A NEW UNDERGROUND DETENTION BASIN, WHICH WILL ULTIMATELY DISCHARGE TO AN EXISTING STORM SEWER IN FAIRLINGTON DRIVE. A PRIVATE WATER SERVICE AND SANITARY SEWER SERVICE WILL BE EXTENDED INTO THE DEVELOPMENT AND PROVIDE INDIVIDUAL WATER AND SEWER LEADS TO EACH RESIDENCE.

BENCH MARKS

ALL BENCH MARKS AND ELEVATIONS SHOWN UPON THIS PLAN ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). HORIZONTAL CONTROLS ARE TIED TO GPS OBSERVATIONS USING THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION VRS SYSTEM, BASED ON THE STATE PLANE COORDINATE SYSTEM, OHIO SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, ALSO KNOWN AS NAD83.

B.M. #1
CHISELED "X" ON FIRE HYDRANT
ELEVATION 802.13

B.M. #2
CHISELED "X" ON FIRE HYDRANT
ELEVATION 805.01

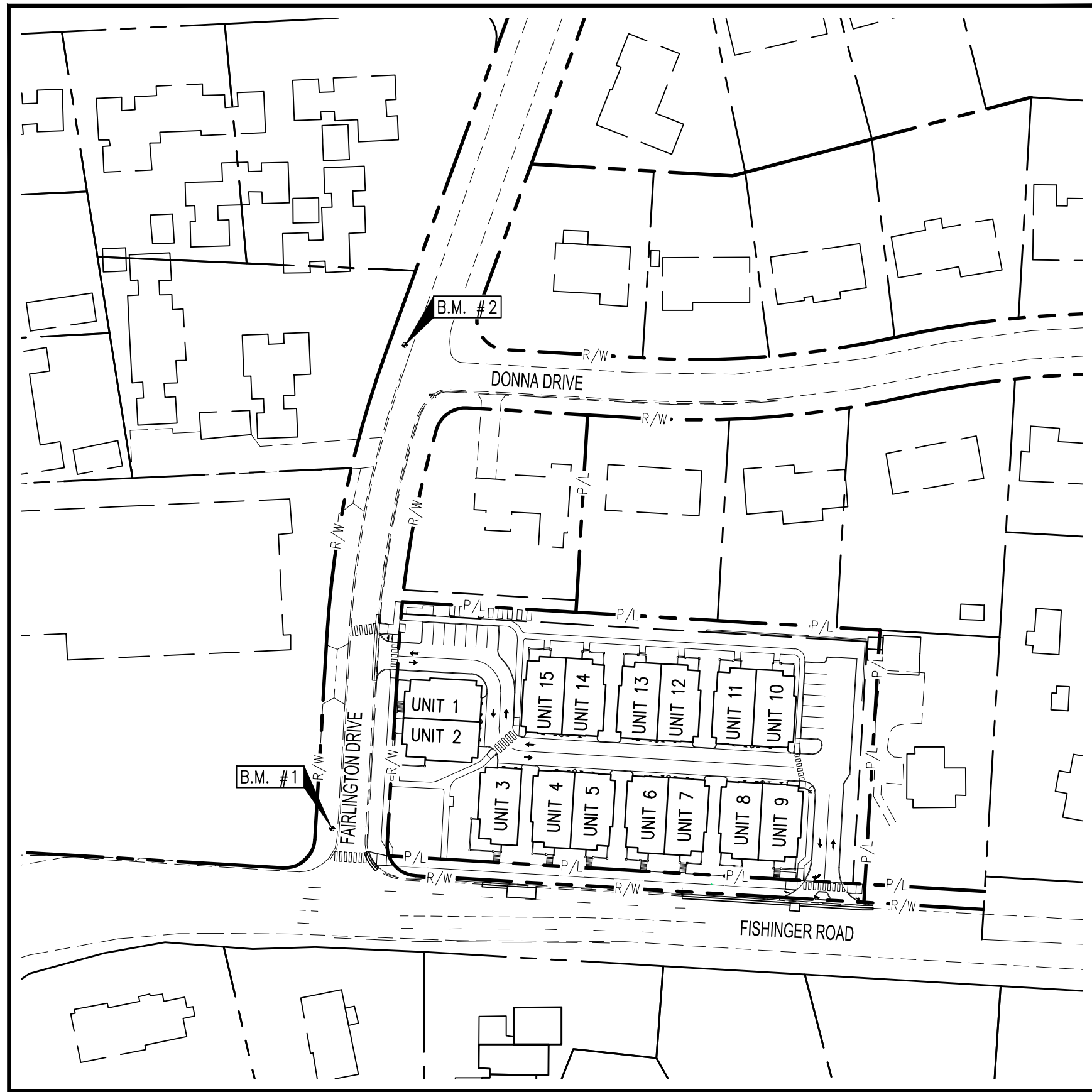
NATURAL FEATURES STATEMENT

THE NATURAL WETLANDS INVENTORY INDICATES NO REGULATED WETLANDS ON THE SUBJECT PROPERTIES. THE PROPERTIES SHOWN HEREIN LIE WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOOD HAZARD ZONE PER THE NFIP FLOOD INSURANCE MAP 39049C0164K, EFFECTIVE JUNE 17, 2008.

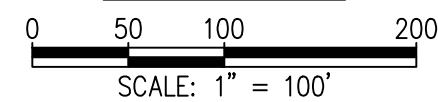
TRIP GENERATION STATEMENT

FOR THE PROPOSED LAND USE, TRIP GENERATION WAS ESTIMATED USING STANDARD RATES PUBLISHED BY THE INSTITUTE OF TRANSPORTATION ENGINEERS IN THE TRIP GENERATION MANUAL, 10TH EDITION, UTILIZING LAND USE 220, MULTI-FAMILY HOUSING (LOW RISE). LAND USE 220 INCLUDES TOWNHOUSES AND CONDOMINIUMS THAT ARE ATTACHED TO OTHER DWELLING UNITS THAT EACH HAVE ONE OR TWO LEVELS. A SUMMARY OF THE ESTIMATED TRIP GENERATION DURING WEEKDAY AM AND PM PEAK HOURS OF ADJACENT STREET TRAFFIC IS PROVIDED BELOW.

LAND USE	UNITS	WEEKDAY AM PEAK HOUR (ADJACENT STREET TRAFFIC)				WEEKDAY PM PEAK HOUR (ADJACENT STREET TRAFFIC)			
		TRIP RATE	TRIPS	IN	OUT	TRIP RATE	TRIPS	IN	OUT
220 MULTI-FAMILY HOUSING (LOW RISE)	15	0.51	8	2	6	0.69	11	7	4
				23%	77%			63%	33%



INDEX MAP



DEVELOPER

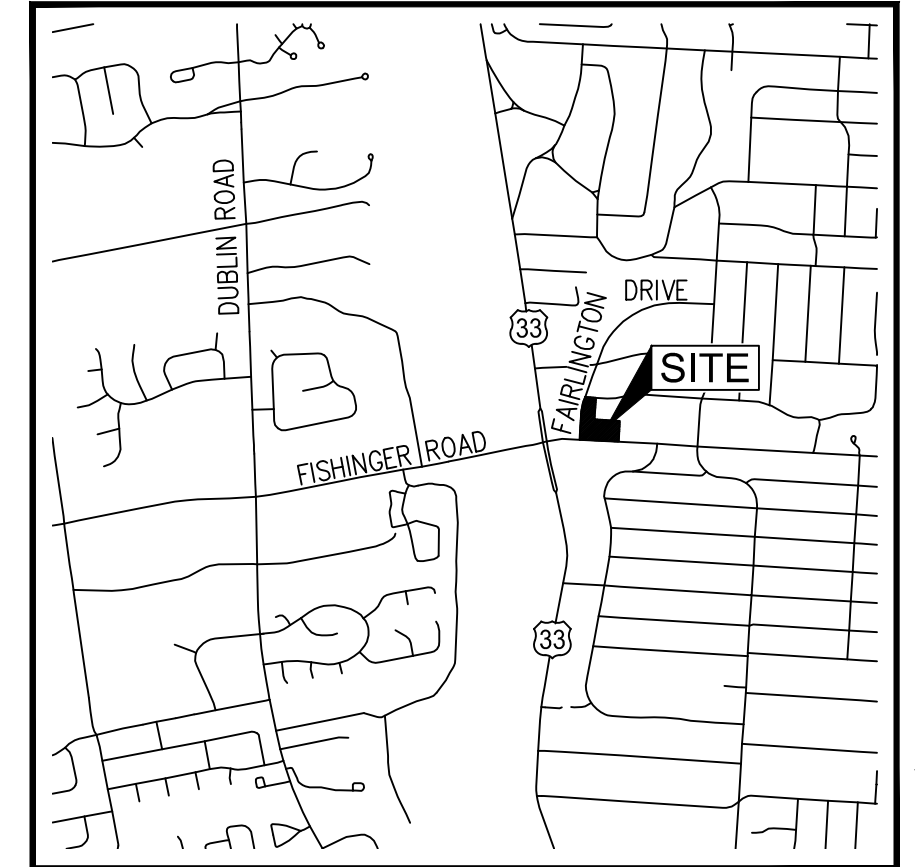
MOMENT DEVELOPMENT
800 NORTH HIGH STREET
COLUMBUS, OH 43215
CONTACT: OHM PATEL
PHONE: (614) 940-9101

DESIGN CONSULTANT

THE MANNIK & SMITH GROUP, INC.
1160 DUBLIN ROAD, SUITE 100
COLUMBUS, OH 43215
PROJECT MGR: KYLE WRENTMORE, PE
PHONE: (614) 441-4222

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VICINITY MAP

NOT TO SCALE

GENERAL ZONING INFORMATION

	EXISTING	PROPOSED
ZONING	R-1B	RCD
ADJACENT ZONING	R-1B	R-1B
SITE AREA	1.92 AC	1.92 AC
RESIDENTIAL SITE AREA	1.92 AC	1.92 AC
NUMBER OF UNITS	SINGLE FAMILY 3	MULTI-FAMILY 15
TOTAL BUILDING AREA	5,875 SF	28,890 SF
SITE DENSITY	1.6 UNITS PER ACRE	7.8 UNITS PER ACRE
SITE INTENSITY	7.0% COVERAGE	35.0% COVERAGE
FRONT SETBACKS		VARIES
SIDE AND REAR SETBACKS		10 FT
GUEST PARKING		14
GARAGE PARKING (2/UNIT)		30



STANDARD CONSTRUCTION DRAWINGS

CITY OF COLUMBUS			
SEWERAGE & DRAINAGE			DESIGN & CONSTRUCTION
AA-S102 (12/06/13)	AA-S119 (08/08/14)	AA-S141 (12/06/13)	1441 (07/21/22)
AA-S106 (07/09/12)	AA-S125A (08/08/14)	AA-S149 (10/15/14)	2171 (04/30/18)
AA-S107 (07/09/12)	AA-S128 (08/08/14)	AA-S150 (07/09/12)	2201 (07/01/22)
AA-S111 (12/06/13)	AA-S133A (08/08/14)	AA-S151 (07/09/12)	2230 (04/30/18)
AA-S112 (12/06/13)	AA-S133B (08/08/14)	AA-S154 (07/09/12)	2300 (07/01/21)
AA-S117 (07/09/12)	AA-S139 (12/06/13)	AA-S160 (03/11/16)	2319 (07/01/22)



TECHNICAL SKILL.
CREATIVE SPIRIT.



MICHAEL J. MCAVOY
REGISTERED PROFESSIONAL ENGINEER

DATE	BY	REVISION DESCRIPTION	PROJECT DATE 01/30/2023
			PROJECT NO. M5870006
			C000

\\P:\projects\Projects\K-04587006\CAD\SHEETS\CDMS87006_02_GENERAL NOTES.dwg and last saved 1/30/2023 4:19 PM by RWMT, plotdate 1/31/2023 7:15 AM

GENERAL CONSTRUCTION NOTES:

1. ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE OSHA, FEDERAL, STATE AND LOCAL REGULATIONS. THE CURRENT CITY OF UPPER ARLINGTON AND APPLICABLE CITY OF COLUMBUS STANDARDS AND SPECIFICATIONS SHALL GOVERN THE MATERIALS AND WORKMANSHIP INVOLVED IN THE IMPROVEMENTS SHOWN ON THESE PLANS.
2. ALL CONSTRUCTION WITHIN A DOT RIGHT OF WAY SHALL COMPLY WITH ALL DEPARTMENT OF TRANSPORTATION STANDARDS.
3. WHERE CONFLICT ARISES BETWEEN ALL SPECIFICATIONS (BOOK OR PLAN BASED) INCLUDING CITY REQUIREMENTS, THE MORE STRINGENT SPECIFICATION SHALL PREVAIL.
4. DATA ON EXISTING UTILITIES HAS BEEN COMPILED FROM AVAILABLE INFORMATION INCLUDING UTILITY COMPANY AND MUNICIPAL RECORD MAPS AND FIELD SURVEY AND IS NOT GUARANTEED CORRECT OR COMPLETE. UTILITIES ARE SHOWN TO ALERT THE CONTRACTOR TO THEIR PRESENCE AND THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DETERMINING ACTUAL LOCATIONS AND ELEVATIONS OF ALL UTILITIES INCLUDING SERVICES PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONTACT OHIO UTILITY PROTECTION SERVICE AT 1-800-362-2764 AT LEAST 72 HOURS BEFORE START OF WORK AND VERIFY ALL EXISTING UTILITY LOCATIONS.
5. THE CONTRACTOR SHALL NOTIFY THE ENGINEER SHOULD ANY DISCREPANCY REGARDING THE PROPOSED WORK OR UNFORESEEN CONDITIONS ARISE PRIOR TO PROCEEDING FURTHER WITH THE AFFECTED WORK.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS FOR THE PROJECT AND NOTIFYING THE OWNER AND ENGINEER OF ANY CONFLICTS OR DISCREPANCIES PRIOR TO CONSTRUCTION.
7. THE OWNER AT ITS DISCRETION RESERVES THE RIGHT TO MODIFY THE DETAILS AND STANDARDS OF CONSTRUCTION FOR ALL PRIVATE FACILITIES FROM THAT INDICATED ON THE APPROVED PLAN, PROVIDED THAT THE ALTERNATE STANDARD COMPLIES WITH LOCAL CODE AND/OR UTILITY COMPANY REQUIREMENTS AND THE GENERAL DESIGN INTENT OF THE PROJECT IS NOT COMPROMISED.
8. ANY DEFECTS DISCOVERED IN NEW CONSTRUCTION, WORKMANSHIP, EQUIPMENT, OR MATERIALS SHALL BE REPAIRED, OR CORRECTED BY APPROVED METHODS AS DIRECTED BY AND AT NO ADDITIONAL COST TO THE OWNER.
9. THE PRICE(S) QUOTED SHALL INCLUDE ALL ITEMS OF LABOR, MATERIALS, TOOLS, EQUIPMENT, INSURANCE AND OTHER COSTS NECESSARY TO FULLY COMPLETE THE WORK PURSUANT TO THE CONTRACT DOCUMENTS. IT IS THE INTENTION OF THE CONTRACT DOCUMENTS TO PROVIDE AND REQUIRE A COMPLETED WORK PROJECT READY FOR OPERATION. ANY WORK ITEMS OMITTED FROM SUCH CONTRACT DOCUMENTS WHICH ARE CLEARLY NECESSARY FOR THE COMPLETION OF SUCH WORK AND ITS APPURTENANCES SHALL BE CONSIDERED A PART OF SUCH WORK ALTHOUGH NOT DIRECTLY SPECIFIED OR CALLED FOR IN THE CONTRACT DOCUMENTS.
10. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL FEDERAL, STATE AND LOCAL SAFETY REQUIREMENTS INCLUDING THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970. THE CONTRACTOR SHALL EXERCISE PRECAUTION ALWAYS FOR THE PROTECTION OF PERSONS (INCLUDING EMPLOYEES) AND PROPERTY. IT SHALL ALSO BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO INITIATE, MAINTAIN AND SUPERVISE ALL SAFETY REQUIREMENTS, PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, INCLUDING THE REQUIREMENTS FOR CONFINED SPACES PER 29 CFR 1910.146.
11. THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER AND OWNER FOR ANY AND ALL INJURIES AND/OR DAMAGES TO PERSONNEL, EQUIPMENT, AND/OR EXISTING FACILITIES OCCURRING IN THE COURSE OF THE DEMOLITION AND CONSTRUCTION DESCRIBED IN THE PLANS AND SPECIFICATIONS.
12. WHEREVER UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED THAT ARE NOT INDICATED ON THE PLANS, THE WORK SHALL BE DISCONTINUED UNTIL THE PROJECT ENGINEER AND OWNER APPROVE THE METHOD AND MATERIALS TO BE INCORPORATED INTO THE WORK.
13. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER OR ITS REPRESENTATIVE IF SUSPECTED HAZARDOUS MATERIAL OR ANY OTHER MATERIAL THAT MAY CREATE A HEALTH RISK IS DISCOVERED ON SITE.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING PLANT TICKETS FOR ALL MATERIALS DELIVERED TO THE SITE. PLANT TICKETS MUST SHOW NET QUANTITY OF DELIVERED MATERIAL, MATERIAL DELIVERED OR PLACED WITHOUT PLANT TICKETS SHALL BE REMOVED AND PROPERLY DISPOSED AT THE EXPENSE OF THE CONTRACTOR
15. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL PRODUCTS, MATERIALS AND PLAN SPECIFICATIONS TO THE OWNER AND LOCAL UTILITY COMPANIES AS REQUIRED FOR REVIEW AND APPROVAL PRIOR TO FABRICATION OR DELIVERY TO THE SITE. ALLOW A MINIMUM OF 15 WORKING DAYS FOR REVIEW.
16. THE CONTRACTOR SHALL PROVIDE AS-BUILT RECORDS OF ALL CONSTRUCTION (INCLUDING UNDERGROUND UTILITIES) TO THE OWNER FOLLOWING COMPLETION OF CONSTRUCTION ACTIVITIES.

MAINTENANCE OF TRAFFIC NOTES

1. ALL WORK WITHIN RIGHT OF WAY TO INCLUDE TRAFFIC CONTROL IN ACCORD WITH THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND PER ALL CITY REQUIREMENTS, ROAD MUST REMAIN OPEN AT ALL TIMES. CONTRACTOR SHALL PREPARE A MAINTENANCE OF TRAFFIC PLAN AND SUBMIT TO THE CITY AND OWNER FOR APPROVAL PRIOR TO START OF CONSTRUCTION. CONTRACTOR TO COORDINATE ANY NECESSARY LANE CLOSURES WITH THE CITY.
2. THE CONTRACTOR SHALL BE RESPONSIBLE TO INSTALL AND MAINTAIN TRAFFIC DEVICES FOR PROTECTION OF PEDESTRIANS AND VEHICLES CONSISTING OF DRUMS, BARRIERS, SIGNS, LIGHTS, FENCES AND UNIFORMED TRAFFIC CONTROLLERS IN ACCORDANCE WITH ODOT REGULATIONS AND/OR AS REQUIRED OR DIRECTED BY THE SITE ENGINEER OR CONSTRUCTION MANAGER OR LOCAL GOVERNING AUTHORITIES. CONTRACTOR SHALL MAINTAIN ALL TRAFFIC LANES AND PEDESTRIAN WALKWAYS AT ALL TIMES UNLESS WRITTEN APPROVAL FROM ODOT, LOCAL MUNICIPALITY, COUNTY, OR OTHER GOVERNING AUTHORITY IS RECEIVED.
3. ANY ADDITIONAL TRAFFIC CONTROL BEYOND THAT SHOWN ON THE PLANS THAT IS REQUESTED OR REQUIRED BY THE CITY WILL BE PROVIDED BY THE CONTRACTOR AT NO COST TO THE OWNER.

EXISTING CONDITIONS AND DEMOLITION NOTES

1. THE CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS IN THE FIELD AND CONTACT THE OWNER IF THERE ARE ANY QUESTIONS OR CONFLICTS REGARDING THE CONSTRUCTION DOCUMENTS AND/OR FIELD CONDITIONS SO THAT APPROPRIATE REVISIONS CAN BE MADE PRIOR TO CONSTRUCTION. ANY CONFLICT BETWEEN DRAWINGS AND THE SPECIFICATIONS SHALL BE CONFIRMED WITH THE CONSTRUCTION MANAGER PRIOR TO BIDDING.
2. EXISTING CONDITIONS AS DEPICTED ON THESE PLANS ARE ILLUSTRATIVE IN NATURE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO EXAMINE THE SITE AND BE FAMILIAR WITH EXISTING CONDITIONS PRIOR TO BIDDING. IF CONDITIONS ENCOUNTERED ARE SIGNIFICANTLY DIFFERENT THAN THOSE SHOWN, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.

3. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL LOCAL AND STATE PERMITS REQUIRED FOR DEMOLITION WORK.
4. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ALL RUBBISH, TRASH, DEBRIS, AND ORGANIC MATERIAL IN A LAWFUL MANNER. ALL DEMOLISHED MATERIALS SHALL BE TAKEN FROM THE SITE IMMEDIATELY (UNLESS OTHERWISE NOTED) AND DISPOSED OFF-SITE IN ACCORDANCE WITH ALL LAWS, REGULATIONS AND ORDINANCES. NO BURNING OF ANY MATERIALS WILL BE ALLOWED ON OR OFF SITE. NO CLEARED OR GRUBBED MATERIAL SHALL BE BURIED OR LEFT ON SITE.
5. CONTRACTOR SHALL PERFORM ALL CLEARING, GRUBBING, REMOVAL OF TREES, STUMPS, VEGETATION, AND DEBRIS NECESSARY TO PERFORM THE WORK INDICATED HEREIN. THAT CONTRACTOR SHALL LIMIT LAND DISTURBANCE TO ONLY THAT REQUIRED TO COMPLETE THE PROPOSED IMPROVEMENTS. NO CLEARED OR GRUBBED MATERIAL SHALL BE BURIED OR LEFT ON SITE.
6. SHOULD ANY UNCHARTED, OR INCORRECTLY CHARTED, EXISTING PIPING OR OTHER UTILITY BE UNCOVERED DURING EXCAVATION, CONSULT THE ENGINEER IMMEDIATELY BEFORE PROCEEDING FURTHER WITH THE WORK IN THIS AREA.
7. THE LIMITS OF CLEARING AND GRADING SHALL BE FIELD STAKED 48 HOURS (2 WORKING DAYS) PRIOR TO THE PRE CONSTRUCTION MEETING. AREAS BEYOND THE LIMITS OF CLEARING AND GRADING SHALL NOT BE DISTURBED INCLUDING THE STOCKPILE OF ANY MATERIALS OR CONSTRUCTION TRAFFIC.
8. ALL UTILITY REMOVAL, RELOCATION, CUTTING, CAPPING, AND/OR ABATEMENT SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANY LISTED ON THE PLANS.
9. MATERIALS NOTED ON THE PLANS TO BE SALVAGED TO OWNER SHALL BE STORED IN AREAS INDICATED ON THE PLANS, OR TO THE OWNERS SATISFACTION.
10. USE SUITABLE METHODS TO LIMIT DUST AND DIRT TO ADJACENT STRUCTURES OR PROPERTY. CONTRACTOR IS RESPONSIBLE FOR RETURNING ALL ADJACENT AREAS TO EXISTING CONDITIONS PRIOR TO THE START OF THE DEMOLITION WORK.
11. THE CONTRACTOR SHALL PROTECT TREES, LANDSCAPING, SITE IMPROVEMENTS, AND OTHER ITEMS NOT SCHEDULED FOR CLEARING, OR THAT MIGHT BE DAMAGED BY CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR REPAIRING OR REPLACING ANY ITEMS THAT ARE DAMAGED.
12. THE BUILDING PAD AREA IS DEFINED AS THE AREA TWENTY (20) FEET OUTSIDE OF THE PROPOSED BUILDING FOOTPRINT, INCLUDING ATTACHED WALKWAYS, CANOPIES, SIDEWALKS, LOADING DOCKS, UTILITY PADS, AND ANY OTHER SUCH APPURTENANCES.
13. ANY AND ALL DAMAGE TO EXISTING PAVEMENT WITHIN THE LAYDOWN AREA SHALL BE REPAIRED.
14. ALL UTILITIES NOT MARKED FOR REMOVAL OR RELOCATION SHALL REMAIN INTACT. THE CONTRACTOR SHALL REPAIR ANY AND ALL DAMAGE TO EXISTING UTILITIES NOT MARKED FOR REMOVAL OR RELOCATION AT THEIR SOLE EXPENSE.

LAYOUT AND PAVING NOTES

1. THE CONTRACTOR SHALL CONFINE THEIR ACTIVITIES TO THE PROJECT SITE UNDER DEVELOPMENT, THE EXISTING RIGHT-OF-WAYS, AND CONSTRUCTION AND PERMANENT EASEMENTS, AND SHALL NOT TRESPASS UPON OTHER PROPERTY WITHOUT THE WRITTEN CONSENT OF THE OWNER.
2. THE CONTRACTOR SHALL MAKE THEIR OWN PROVISIONS TO PROVIDE A SITE STAGING AREA AND JOB TRAILER (IF REQUIRED) FOR THE PROJECT IMPROVEMENTS.
3. THE CONTRACTOR SHALL REFERENCE ALL IRON PINS OR MONUMENTS. IF ANY PINS OR MONUMENTS ARE DESTROYED OR DAMAGED BY THE CONTRACTOR, THEY SHALL BE ACCURATELY REPLACED BY A REGISTERED SURVEYOR IN THE STATE OF OHIO AT THE COMPLETION OF THE PROJECT.
4. ALL SITE DIMENSIONS ARE REFERENCED TO THE FACE OF CURBS OR EDGE OF PAVING UNLESS OTHERWISE NOTED. ALL BUILDING DIMENSIONS ARE REFERENCED TO THE OUTSIDE FACE OF THE STRUCTURE UNLESS OTHERWISE NOTED.
5. ALL CURB RAMPS, SIDEWALKS, AND PARKING AREAS REQUIRED FOR ACCESSIBILITY SHALL SHALL BE CONSTRUCTED IN FULL COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA) OF 1990.
6. ALL PAVING MATERIALS FURNISHED AND WORK COMPLETED SHALL BE IN STRICT ACCORDANCE WITH ODOT CONSTRUCTION AND MATERIALS SPECIFICATIONS UNLESS OTHERWISE SPECIFIED. THE CONTRACTOR SHALL SUBMIT A JOB-MIX FORMULA FOR THE BITUMINOUS PAVEMENT TO THE CONSTRUCTION MANAGER FOR REVIEW AND APPROVAL AT LEAST 14 DAYS PRIOR TO THE PLACEMENT OF BITUMINOUS PAVEMENTS.
7. ASPHALT SURFACE COURSE SHALL BE LAID WITH THE DIRECTION OF TRAFFIC FLOW IN ALL DRIVE LANES WITHIN PARKING FIELDS.
8. DO NOT PLACE MIX ON FROZEN OR WET SURFACES, OR WHEN PRECIPITATION IS OCCURRING.
9. DO NOT PLACE MIX WHEN AIR OR SURFACE TEMPERATURE IS BELOW THE FOLLOWING:BINDER COURSE AND WALKS – 40° F – WEARING COURSE, ROADWAYS AND PARKING AREAS – 50° F
10. ANY MATERIAL DELIVERED TO THE SPREADER HAVING A TEMPERATURE LOWER THAN 250° F SHALL NOT BE USED.
11. THE MINIMUM ROLLER WEIGHT FOR PAVEMENT SHALL BE TEN (10) TON. ALL COURSES SHALL BE COMPACTED TO A MINIMUM OF NINETY-THREE (93%) PERCENT OF THEORETICAL MAXIMUM DENSITY (TMD).
12. ALL PAVEMENT MARKINGS, SIGNS, AND OTHER TRAFFIC CONTROL DEVICES SHALL CONFORM TO AASHTO AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. ALL SIGNS SHALL BE CONSTRUCTED OF FLAT SHEET ALUMINUM IN ACCORDANCE WITH STATE HIGHWAY SPECIFICATIONS. STEEL SIGN POSTS SHALL BE USED AND CONFORM TO ASTM A36 OR ASTM A441 AND SHOULD BE GALVANIZED IN ACCORDANCE WITH AASHTO M111.
13. CONTRACTOR SHALL FURNISH AND INSTALL ALL PAVEMENT MARKINGS AS SHOWN ON THE PLANS. PAVEMENT MARKINGS SHALL BE APPLIED PER MANUFACTURER RECOMMENDATIONS. APPLY PAINT TO CLEAN, DRY SURFACES TO YIELD SHARP DEFINITION OF EDGES. AIR TEMPERATURE 50° F MINIMUM. APPLY TWO (2) COATS.
14. PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH ODOT CONSTRUCTION AND MATERIALS SPECIFICATIONS AND SHALL BE EITHER COLD LAID PLASTIC TAPE OR PAINTED AS DESIGNATED ON THE PLANS OR PAVEMENT MARKING DETAILS.
15. THE CONTRACTOR SHALL REMOVE CONFLICTING PAVEMENT MARKINGS IN A METHOD APPROVED BY ODOT CONSTRUCTION AND MATERIALS SPECIFICATIONS.
16. DIRECTIONAL TRAFFIC ARROWS SHALL BE PAINTED WHITE UNLESS OTHERWISE NOTED.
17. A MINIMUM CLEARANCE OF 2 FEET SHALL BE MAINTAINED FROM THE FACE OF CURB AND ANY PART OF A LIGHT POLE OR TRAFFIC SIGN.
18. CONTRACTOR SHALL SAW-OUT IN A NEAT, STRAIGHT LINE FOR SMOOTH TRANSITIONS AT TIE-INS TO EXISTING EDGES OF PAVEMENT AND AT COLD JOINTS OF RECENTLY PAVED PAVEMENT.
19. JOINTS OR SCORE MARKS ARE TO BE SHARP AND CLEAN WITHOUT SHOWING EDGES OF JOINING TOOL.
20. CONTRACTOR SHALL SAWCUT TIE-INS AT EXISTING CURBS TO ENSURE SMOOTH TRANSITIONS. CONTRACTOR SHALL SAWCUT AND TRANSITION TO EXISTING PAVEMENT TO ENSURE POSITIVE DRAINAGE.
21. ALL CONCRETE SHALL BE 6% (+/-1%) AIR ENTRAINED, 3/4" AGGREGATE AND CONFORM TO A 28 DAY STRENGTH OF 4,000 PSI MINIMUM AND SHALL HAVE A MAXIMUM W/C OF 0.50. ALL CONCRETE SHALL BE MADE WITH TYPE I OR TYPE II CEMENT UNLESS OTHERWISE SPECIFIED.
22. ALL SIDEWALKS SHALL HAVE A LIGHT BROOM FINISH. VERTICAL FACES SHALL BE FORMED.
23. BASE AND ASPHALT THICKNESS SPECIFIED ARE THE MINIMUM REQUIRED.

24. CURB RADI ARE AS NOTED ON THE PLANS. FOR CURBED ISLANDS SHOWN WITH ONE LABELED RADIUS, THE LABELED RADIUS SHALL APPLY TO ALL FOUR CORNERS OF THE ISLAND.
25. ALL CONCRETE FOR CURBS SHALL BE AIR ENTRAINED TO BE 6% (+/-1%), MADE WITH SAND AND GRAVEL AGGREGATE AND SHALL CONFORM TO A TWENTY EIGHT (28) DAY STRENGTH OF 4,000 PSI MINIMUM, SHALL HAVE A MAXIMUM W/C OF 0.40 AND 130 LBS/LF.
26. CONTRACTOR SHALL INSTALL ALL CURBING IN A TRUE LINE AND PROPER GRADE IN ACCORDANCE WITH THE APPROVED SITE PLANS AND APPROPRIATE STATE DOT SPECIFICATIONS. CURVED CURB SECTIONS SHALL BE USED FOR RADI LESS THAN 30'. ALL CURBING SHALL BE BACKFILLED WITH CLEAN AGGREGATE.
27. CONTRACTOR SHALL REPAIR ANY CURB DAMAGED DURING CONSTRUCTION ACTIVITIES.
28. ALL CURBS SHALL BE FULL DEPTH CONCRETE CURB WITH 6" REVEAL, UNLESS OTHERWISE NOTED.
29. BUILDING FOOTPRINTS ARE SHOWN FOR INTENT ONLY. SEE STRUCTURAL AND ARCHITECTURAL PLANS FOR BUILDING FOUNDATION AND WALL DIMENSIONS.
30. CONTRACTOR TO COORDINATE TRANSFORMER AND GENERATOR PAD DIMENSIONS AND SPECIFICATIONS WITH MEP PLANS AND ELECTRIC PROVIDER PRIOR TO CONSTRUCTION.
31. SEE ARCHITECTURAL PLANS FOR FROST SLAB DETAILS AND SPECIFICATIONS.
32. CONTRACTOR TO INSTALL ALL UTILITY PIPING, SEWERS, CONDUIT PRIOR TO PAVING OPERATIONS. CONTRACTOR TO COORDINATE ALL SITE UTILITIES WITH UTILITY PLAN, AND MEP PLANS.

GENERAL GRADING & DRAINAGE NOTES:

1. PROPOSED ELEVATIONS SHOWN SHALL NOT BE CHANGED WITHOUT APPROVAL OF THE CITY ENGINEERING DEPARTMENT AND THE CONSTRUCTION MANAGER.
2. TOPSOIL SHALL BE STRIPPED AND STOCKPILED FOR USE IN FINAL LANDSCAPING.
3. MANHOLE RIMS AND CATCH BASIN GRATES SHALL BE SET TO ELEVATIONS SHOWN. SET ALL EXISTING MANHOLE FRAMES AND COVERS, CATCH BASIN GRATES, VALVE BOXES, ETC., TO BE RAISED OR LOWERED, TO PROPOSED FINISHED GRADE, FLUSH WITH THE ADJACENT GRADE.
4. UNDERDRAINS MAY BE ADDED, IF DETERMINED NECESSARY BY THE ENGINEER OR CONSTRUCTION MANAGER, AFTER SUBGRADE IS ROUGH GRADED.
5. THE CONTRACTOR SHALL PRESERVE EXISTING VEGETATION WHERE POSSIBLE AND/OR AS NOTED ON DRAWINGS. REFER TO EROSION CONTROL PLAN FOR LIMIT OF DISTURBANCE AND NOTES.
6. THE CONTRACTOR SHALL COMPACT FILL IN 8" MAXIMUM LIFTS UNDER ALL PARKING, BUILDING, AND DRIVE AREAS TO 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D1557 (MODIFIED PROCTOR TEST), OR AS DIRECTED BY THE GEOTECHNICAL ENGINEER.
7. THE CONTRACTOR SHALL BE ADVISED THAT ANY EXCAVATION IS CONSIDERED UNCLASSIFIED AND THAT IT SHALL BE RESPONSIBLE FOR ALL MEANS, METHODS, AND MATERIALS OF CONSTRUCTION TO COMPLETE CONSTRUCTION AS DESIGNED. ADDITIONALLY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE OFF-SITE DISPOSAL OF ANY AND ALL EXCESS OR UNSUITABLE MATERIAL UNABLE TO BE PLACED ON SITE AND THE IMPORTATION OF ANY BORROW MATERIAL NECESSARY TO COMPLETE THE JOB.
8. SITE GRADING SHALL BE PERFORMED TO PROVIDE POSITIVE DRAINAGE TO CATCH BASINS AND TO PRECLUDE THE PONDING OF WATER ON SITE.
9. THE CONTRACTOR SHALL VERIFY REQUIRED SPOT ELEVATIONS/GRADING IN THE VICINITY OF THE BUILDINGS WITH THE ARCHITECTURAL PLANS.
10. SPOT ELEVATIONS SHOWN DEPICT THE PROPOSED PAVEMENT OR GROUND SURFACE OR PAVEMENT ELEVATION AT FACE OF CURB, UNLESS OTHERWISE NOTED. TOP OF ALL CONCRETE CURBING IS 6-INCHES ABOVE SPOT ELEVATIONS UNLESS OTHERWISE NOTED.
11. IT IS THE CONTRACTORS OBLIGATION AND RESPONSIBILITY TO CONFIRM/CONCUR WITH THE EXISTING GRADES SHOWN HEREIN. THE CONTRACTOR MUST CONFIRM ALL EXISTING GRADES PRIOR TO ANY/ALL EXCAVATION.
12. THE CONTRACTOR MUST DOCUMENT EXISTING GRADE DISPUTES BY PROVISION OF A TOPOGRAPHIC SURVEY BY A STATE OF OHIO REGISTERED PROFESSIONAL SURVEYOR, PRIOR TO ANY EARTH DISTURBING ACTIVITIES. IN THE ABSENCE OF THE PROVISION OF TOPOGRAPHIC SURVEY BY THE CONTRACTOR, THE GRADES SHOWN HEREIN WILL BE THE "TOPOGRAPHY OF RECORD" FOR ANY AND ALL SOIL VOLUME DISPUTES.
13. THE CONTRACTOR IS RESPONSIBLE FOR ALL SOIL IMPORT/EXPORT NECESSARY TO ACHIEVE THE PROPOSED GRADES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL STATE AND LOCAL REQUIREMENTS ASSOCIATED WITH IMPORTING SOIL FROM ANOTHER SITE.
14. ALL PROPOSED SLOPES 3:1 OR STEEPER AND ALL EARTHEN DRAINAGEWAYS SHALL RECEIVE JUTE OR EXCELSIOR MATTING AS PER ODOT 671 TYPE F.
15. ALL EXCAVATION UNDER OR NEAR EXISTING OR FUTURE PAVEMENT (INCLUDING SIDEWALKS), SUBJECT TO SETTLEMENT, WILL BE BACK FILLED WITH PREMIUM BACKFILL AS DEFINED HEREIN. AT QUESTIONABLE AREAS THE DECISION OF THE ENGINEER, OR THEIR REPRESENTATIVE, WILL PREVAIL.
16. PAVEMENT EXCAVATION AND EMBANKMENT SHALL BE IN ACCORDANCE WITH ITEM 203.12 OF OHIO DEPARTMENT OF TRANSPORTATION SPECIFICATIONS. THE CONTRACTOR MAY BE REQUIRED TO MAKE COMPACTION TESTS. TESTS SHALL BE TAKEN BY A TESTING COMPANY APPROVED BY THE ENGINEER. THE COST OF THESE TESTS SHALL BE PAID BY THE CONTRACTOR. "PROOF" ROLLING WILL BE REQUIRED PRIOR TO PAVING AND SHALL BE CONDUCTED PRIOR TO PLACEMENT OF AGGREGATE BASE AND PERFORMED WITH THE OWNER'S INSPECTOR PRESENT AND PAID FOR BY THE CONTRACTOR.

GENERAL UTILITY NOTES:

1. THE CONTRACTOR SHALL COORDINATE ALL UTILITY CONNECTIONS, ELECTRICAL AND TELECOMMUNICATIONS CONDUIT, AND GAS LINES SHOWN ON THESE PLANS WITH THE ARCHITECTURAL AND M.E.P. PLANS PRIOR TO START OF CONSTRUCTION.
2. IN THE EVENT OF CONFLICT OF ANY REQUIREMENTS OR PROVISIONS OF THE WORK INDICATED HEREON, THE SITE ENGINEER SHALL BE NOTIFIED FOR A DETERMINATION OF THE PLAN REQUIREMENTS AND INTENT THEREOF.
3. PROPER COORDINATION WITH THE RESPECTIVE UTILITY COMPANIES SHALL BE PERFORMED BY THE CONTRACTOR TO INSURE THAT ALL UTILITY COMPANY, LOCAL MUNICIPALITY, AND LOCAL COUNTY STANDARDS FOR MATERIALS AND CONSTRUCTION METHODS ARE MET.
4. THE CONTRACTOR SHALL VISIT THE SITE AND VERIFY THE ELEVATION AND LOCATION OF ALL UTILITIES BY VARIOUS MEANS PRIOR TO BEGINNING ANY EXCAVATION. TEST PITS SHALL BE DUG AT ALL LOCATIONS WHERE SEWERS CROSS EXISTING UTILITIES, AND THE HORIZONTAL AND VERTICAL LOCATIONS OF THE UTILITIES SHALL BE DETERMINED. THE CONTRACTOR SHALL CONTACT THE CONSTRUCTION MANAGER IN THE EVENT OF ANY UNFORESEEN CONFLICTS BETWEEN EXISTING AND PROPOSED UTILITIES SO THAT AN APPROPRIATE MODIFICATION MAY BE MADE.
5. THE CONTRACTOR SHALL ARRANGE FOR AND COORDINATE WITH THE RESPECTIVE UTILITY COMPANIES FOR SERVICE INSTALLATIONS AND CONNECTIONS AND MAIN AND SERVICE RELOCATIONS. THE CONTRACTOR SHALL COORDINATE THE WORK TO BE PERFORMED BY THE VARIOUS UTILITY COMPANIES AND SHALL SECURE ALL PERMITS AND PAY ALL FEES FOR CONNECTIONS, DISCONNECTIONS, RELOCATIONS, INSPECTIONS, AND DEMOLITION, AS NECESSARY.
6. THE CONTRACTOR SHALL ARRANGE FOR COORDINATE TEMPORARY UTILITY OUTAGES WITH APPLICABLE UTILITY COMPANY AND CITY AND NOTIFY NEIGHBORING EFFECTED OWNERS NO LESS THAN 72 HOURS PRIOR TO PLANNED OUTAGE. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY CONSTRUCTION PERMITS REQUIRED TO PERFORM ALL THE WORK. THE CONTRACTOR SHALL POST ALL BONDS, PAY ALL FEES, PROVIDE PROOF OF INSURANCE AND PROVIDE TRAFFIC CONTROL NECESSARY FOR THIS WORK.

7. DO NOT INTERRUPT EXISTING UTILITIES SERVICING FACILITIES OCCUPIED AND USED BY THE OWNER OR OTHERS DURING OCCUPIED HOURS EXCEPT WHEN SUCH INTERRUPTIONS HAVE BEEN AUTHORIZED IN WRITING BY THE OWNER, LOCAL MUNICIPALITY AND/OR UTILITY COMPANY. INTERRUPTIONS SHALL ONLY OCCUR AFTER ACCEPTABLE TEMPORARY OR PERMANENT SERVICE HAS BEEN PROVIDED.
8. THE CONTRACTOR SHALL ABIDE BY ALL OSHA, FEDERAL, STATE AND LOCAL REGULATIONS WHEN OPERATING CRANES, BOOMS, HOISTS, ETC. IN CLOSE PROXIMITY TO OVERHEAD ELECTRIC LINES. IF CONTRACTOR MUST OPERATE EQUIPMENT CLOSE TO ELECTRIC LINES, CONTACT THE POWER COMPANY TO MAKE ARRANGEMENTS FOR PROPER SAFEGUARDS.
9. RELOCATION OF ANY UTILITY COMPANY FACILITIES TO BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE UTILITY COMPANY AND LOCAL MUNICIPALITY.
10. ALL WATER MAINS, WATER SERVICES AND SANITARY SEWER LATERALS SHALL CONFORM TO THE OHIO ENVIRONMENTAL PROTECTION AGENCY, APPLICABLE COUNTY AND LOCAL DEPARTMENTS, AND APPROPRIATE UTILITY COMPANY SPECIFICATIONS.
11. THE CONTRACTOR SHALL MAINTAIN ALL FLOWS AND UTILITY CONNECTIONS TO EXISTING BUILDINGS, ETC. WITHOUT INTERRUPTION UNLESS/UNTIL AUTHORIZED TO DISCONNECT BY THE OWNER, UTILITY COMPANES, AND GOVERNING AUTHORITIES. THE CONTRACTOR SHALL INSTALL AS NECESSARY, TEMPORARY SITE LIGHTING, GAS, SANITARY, WATER, STORM, ELECTRIC, TELEPHONE, AND CABLE SERVICES TO SERVICE BUILDING(S) TO REMAIN OPEN.
12. ALL EXISTING PAVEMENT WHERE UTILITY PIPING IS TO BE INSTALLED SHALL BE SAW CUT AND REPLACED IN ACCORDANCE WITH THE PAVEMENT REPAIR REQUIREMENTS OF LOCAL MUNIOPALITY AND THE DETAILS CONTAINED HEREIN.
13. ALL PIPES SHALL BE LAID ON STRAIGHT ALIGNMENTS AND EVEN GRADES USING A PIPE LASER OR OTHER ACCURATE METHOD.
14. SANITARY LATERAL AND STORM SEWERS SHALL MAINTAIN 10-FOOT MIN. HORIZONTAL AND 1.5-FOOT MIN. VERTICAL SEPARATION DISTANCE FROM WATER LINES. A 1-FOOT MIN. VERTICAL CLEARANCE SHALL BE MAINTAINED BETWEEN WATER LINES AND OTHER UTILITIES INCLUDING GAS, ELECTRICAL AND TELEPHONE. ADDITIONAL PROTECTION MEASURES INCLUDING, BUT NOT LIMITED TO, CONCRETE PIPE ENCASEMENT MAY BE REQUIRED IF INDICATED CLEARANCES ARE NOT MET.
15. THE CONTRACTOR SHALL COMPACT PIPE BACKFILL IN MAX. 8" LOOSE LIFTS TO 95% OF THE MAXIMUM DRY DENSITY PER ASTM D1557, ACCORDING TO THE PIPE BEDDING DETAILS. TRENCH BOTTOM SHALL BE STABLE IN HIGH GROUNDWATER AREAS. A PIPE FOUNDATION SHALL BE USED IN AREAS OF ROCK EXCAVATION.
16. CONTRACTOR TO PROVIDE SLEEVES UNDER FOOTINGS OR THROUGH FOUNDATIONS FOR UTILITY CONNECTIONS.
17. CONTRACTOR SHALL PROVIDE ALL BENDS, FITTINGS, ADAPTERS, ETC. AS REQUIRED FOR PIPE CONNECTIONS TO BUILDING/CANOPY STUB-OUTS, INCLUDING ROOF/FOOTING DRAIN CONNECTIONS TO ROOF LEADERS AND TO STORM DRAINAGE SYSTEM.
18. UTILITY CONDUIT PIPE SHALL BE SCHEDULE 80 PVC AND/OR AS REQUIRED BY THE LOCAL UTILITY COMPANY. SERVICES MAY BE INSTALLED IN A COMMON TRENCH WITH 12" CLEAR SPACE BETWEEN SERVICES. MINIMUM COVER SHALL BE 36" ON ELECTRIC CONDUITS AND 24" ON TELEPHONE AND CABLE CONDUITS. SERVICES SHALL BE MARKED WITH MAGNETIC LOCATOR TAPE. GALVANIZED STEEL ELECTRICAL CONDUIT SHALL BE USED AT POLE AND TRANSFORMER LOCATIONS. INSTALL HAND HOLES AS REQUIRED.
19. ALL UTILITY CONSTRUCTION IS SUBJECT TO INSPECTION PRIOR TO APPROVAL FOR BACKFILL, IN ACCORDANCE WITH THE APPROPRIATE UTILITY COMPANY, LOCAL MUNICIPALITY, AND/OR LOCAL COUNTY REQUIREMENTS.
20. MANHOLE RIMS AND CATCH BASIN GRATES SHALL BE SET TO ELEVATIONS SHOWN. SET ALL EXISTING MANHOLE FRAMES AND COVERS, CATCH BASIN GRATES, VALVE BOXES, ETC., TO BE RAISED OR LOWERED, TO PROPOSED FINISHED GRADE, FLUSH WITH THE ADJACENT GRADE.
21. THE CONTRACTOR MAY SUBSTITUTE MASONRY STRUCTURES FOR PRECAST STRUCTURES IF APPROVED BY THE CONSTRUCTION MANAGER AND IF ALLOWED BY THE CITY ENGINEER.
22. THE SITE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF WATER MAINS & SERVICES TO A POINT 5' OUTSIDE OF EACH BUILDING. THE INDIVIDUAL BUILDING CONTRACTORS SHALL BE RESPONSIBLE FOR ALL CONNECTIONS TO INTERIOR PLUMBING.
23. CONTRACTOR TO REFERENCE SITE ELECTRICAL PLAN FOR LOCATION OF ELECTRIC CONDUIT FOR ALL SITE ELECTRICAL WORK.
24. CONTRACTOR TO REFERENCE MEP SITE PLAN FOR ALL ELECTRICAL AND COMMUNICATION CONDUIT RUNS PRIOR TO START OF CONSTRUCTION.
25. ALL UTILITIES SHALL BE CONSTRUCTED, INSPECTED, AND TESTED IN ACCORDANCE WITH CITY STANDARDS AND REGULATIONS. THE CITY ENGINEERING DEPARTMENT SHALL BE NOTIFIED A MINIMUM OF 48 HOURS IN ADVANCE FOR SCHEDULING OF AN INSPECTOR.
26. CONTRACTOR TO INSTALL SHORING AND/OR TEMPORARY STRUCTURES TO PROVIDE SUPPORT TO ANY AND ALL EXISTING AFFECTED UTILITIES PER UTILITY PROVIDER'S MINIMUM STANDARDS.

STORM UTILITY NOTES

1. NORTHINGS AND EASTINGS FOR CATCH BASINS, AREA DRAINS, AND MANHOLES GIVEN IN SITE PLANS ARE UNDERSTOOD TO REPRESENT THE CENTER OF THE INLET STRUCTURE. COORDINATES AT CURB INLETS ARE TO BE AT THE FACE OF CURB. HEADWALL COORDINATES ARE AT THE FACE.
2. ALL CATCH BASINS/MANHOLES, UNLESS STATED OTHERWISE IN STRUCTURE SCHEDULE SHALL BE AS FOLLOWS OR APPROVED EQUAL:
 - 2.1. CURB INLETS: EAST JORDAN IRON WORKS 7045 WITH TYPE M1 SINUSOIDAL GRATE AND 7050 TI BACK. ALL CATCH BASINS SHOWN ADJACENT TO CURBS ARE TO BE CURB INLETS.
 - 2.2. CATCH BASINS IN CONCRETE PAVEMENT: EAST JORDAN IRON WORKS 5110 WITH TYPE M3 HEAVY DUTY SINUSOIDAL GRATE.
 - 2.3. CATCH BASINS IN ASPHALT PAVEMENT: EAST JORDAN IRON WORKS 5100 WITH TYPE M1 5105 GRATE.
 - 2.4. CATCH BASINS IN GRASS: EAST JORDAN IRON WORKS 6500 BEEHIVE DITCH GRATE.
 - 2.5. SANITARY SEWER MANHOLE: EAST JORDAN IRON WORKS 1040 HEAVY DUTY CASTING AND COVER WITH TYPE A SOLID COVER WITH "SANITARY SEWER" ON COVER.
3. ALL STORM SEWER PIPES SHALL BE HDPE OR PVC UNLESS STATED OTHERWISE ON THE PLANS.
 - 3.1. HIGH DENSITY POLYETHYLENE (HDPE) STORM SEWER PIPE SHALL HAVE A SMOOTH INTERIOR AND CORRUGATED EXTERIOR AND MEET THE REQUIREMENTS OF ONE OF THE FOLLOWING SPECIFICATIONS: AASHTO M252, TYPE S FOR 4-INCH THROUGH 10-INCH PIPE, AASHTO M294, TYPE S FOR 12-INCH THROUGH 36-INCH PIPE, ASTM F2306 FOR 12-INCH THROUGH 60-INCH PIPE, OR ASTM F2648 FOR 4-INCH THROUGH 60" PIPE. JOINTS SHALL BE SILT-TIGHT BELL AND SPIGOT CONNECTIONS. HDPE PIPE SHALL BE INSTALLED IN ACCORDANCE WITH THE DETAIL, ASTM D2321 AND MANUFACTURERS RECOMMENDED PROCEDURE.
 - 3.2. POLY VINYL CHLORIDE (PVC) PIPE FOR STORM SHALL HAVE BUILT-IN RUBBER GASKET JOINTS. PVC PIPE SHALL CONFORM TO ASTM D3034 SDR35 WITH COMPRESSION JOINTS AND APPROPRIATE FITTINGS. PVC PIPE SHALL BE INSTALLED IN ACCORDANCE WITH THE DETAIL, ASTM D2321 AND MANUFACTURERS RECOMMENDED PROCEDURE.
 - 3.3. RE-INFORCED CONCRETE PIPE (RCP) SHALL CONFORM TO THE REQUIREMENTS OF ASTM C-76; ALL RCP SHALL BE CLASS IV UNLESS OTHERWISE SHOWN. JOINTS SHALL CONFORM TO THE REQUIREMENTS OF ASTM C-443.
4. ALL STORM SEWERS, INLET BASINS AND MANHOLES SHALL BE CLEANED PRIOR TO ACCEPTANCE.

SANITARY UTILITY NOTES

1. THE LOCATION, SIZE, AND DEPTH OF THE EXISTING SANITARY LATERAL OR MAIN SHALL BE VERIFIED IN THE FIELD IN THE PRESENCE OF THE CITY INSPECTOR. THE SLOPE OF THE LATERAL TO THE BUILDING WILL THEN BE DETERMINED. THE CITY MUST APPROVE THE TYPE AND LOCATION OF ANY CONNECTION PRIOR TO INSTALLATION. THE EXISTING SANITARY LATERAL SHALL BE TELEVIEWED PRIOR TO INSTALLATION OF ANY SANITARY SEWER SYSTEM COMPONENTS. THE CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER IS THE EXISTING LATERAL IS NOT FOUND TO BE IN GOOD CONDITION.
2. SANITARY LATERAL SHALL BE A MINIMUM 6" DIAMETER OF PVC PIPE, ASTM D3034 SDR 26 WITH RUBBER GASKET JOINTS OR APPROVED EQUAL. LATERALS SHALL BE CONSTRUCTED WITH A MINIMUM 1% SLOPE, AND HAVE A MINIMUM OF 3 FT. COVER. PVC PIPE SHALL BE INSTALLED IN ACCORDANCE WITH THE DETAIL, ASTM D2321 AND MANUFACTURERS RECOMMENDED PROCEDURE.
3. ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER ARE PROHIBITED.
4. MANHOLE SECTION AND CONSTRUCTION SHALL CONFORM TO ASTM C-478.
5. THE CONTRACTOR SHALL TEST FLEXIBLE PIPING FOR DEFLECTION THAT PREVENTS PASSAGE OF BALL OR CYLINDER OF SIZE NOT LESS THAN 95 PERCENT OF PIPING DIAMETER. DEFLECTION OF 5% SHALL NOT BE EXCEEDED.
6. THE CONTRACTOR SHALL TEST SANITARY SEWERAGE ACCORDING TO REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION. PERFORM AIR TESTS ON SANITARY SEWERAGE ACCORDING TO REQUIREMENTS OF AUTHORITIES HAVING JURISDICTION IN ACCORDANCE WITH UNI-B-6. TEST PLASTIC GRAVITY SEWER PIPING ACCORDING TO ASTM F 1417 AND CONCRETE GRAVITY SEWER PIPING ACCORDING TO ASTM C-924.
7. THE CONTRACTOR SHALL PERFORM HYDRAULIC TEST IN MANHOLES ACCORDING TO ASTM C-969.

WATER UTILITY NOTES

1. ALL BACK FLOW PREVENTION DEVICES SHALL BE APPROVED BY THE CITY'S UTILITY DEPARTMENT.
2. ALL FIRE SERVICE MAINS SHALL BE INSTALLED BY AN INDIVIDUAL WITH APPROPRIATE CERTIFICATION BY THE STATE OF OHIO.
3. IN THOSE AREAS WHERE IT IS REQUIRED TO LOWER THE WATER LINE TO CLEAR AN OBSTACLE AND THE DEFLECTION WILL BE GREATER THAN 18", THE USE OF BENDS WILL BE REQUIRED TO CLEAR THE OBSTACLE AND BRING THE WATER MAIN UP TO THE STANDARD FIVE (5) FEET OF COVER.
4. WATER MAIN SHALL BE MANUFACTURED AND TESTED IN ACCORDANCE WITH AWWA STANDARD C900 FOR POLYVINYL CHLORIDE (PVC) PRESSURE PIPE AND FABRICATED FITTINGS, 4-INCH, THROUGH 12-INCH, FOR WATER DISTRIBUTION, OR AWWA STANDARD C909 FOR MOLECULARLY ORIENTED POLYVINYL CHLORIDE (PVCO) PRESSURE PIPE, 4-INCH THROUGH 12-INCH, FOR WATER DISTRIBUTION AND CLEARLY MARKED AS SUCH. PVC WATER PIPE SHALL BE CERTIFIED TO NSF INTERNATIONAL STANDARD NO. 61.
5. WATER METER AND BACKFLOW PREVENTER TO BE INSTALLED WITHIN THE BUILDING. REFERENCE BUILDING PLANS FOR DETAIL.
6. MINIMUM DEPTH OF WATER MAIN COVER SHALL BE FIVE (5) FEET BELOW FINISH GRADE.

OHIO EPA NOTES:

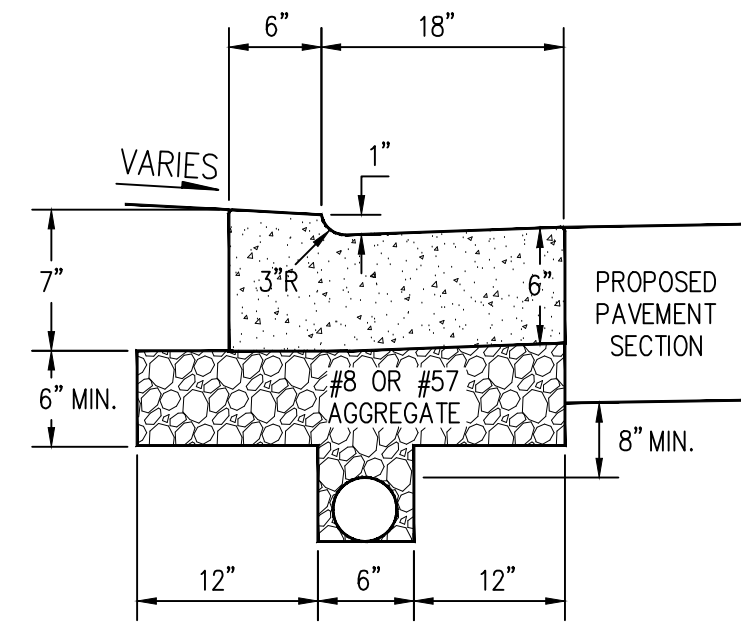
1. ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER SYSTEM ARE PROHIBITED.
2. A TEN FOOT MINIMUM HORIZONTAL SEPARATION (OUT-TO-OUT, CLEAR) WILL BE MAINTAINED BETWEEN THE WATER LINE AND SANITARY SEWER.
3. AN 18 INCH MINIMUM VERTICAL SEPARATION (OUT-TO-OUT CLEAR) WILL BE MAINTAINED BETWEEN THE WATER LINE AND SANITARY SEWER AT ALL CROSSINGS.
4. A TEN FOOT MINIMUM HORIZONTAL SEPARATION (OUT-TO-OUT CLEAR) WILL BE MAINTAINED BETWEEN THE WATER LINE AND STORM SEWER.
5. AN 18 INCH MINIMUM VERTICAL SEPARATION (OUT-TO-OUT CLEAR) WILL BE MAINTAINED BETWEEN THE WATER LINE AND STORM SEWER AT ALL CROSSINGS. BOOSTER PUMPS ARE NOT PERMITTED ON SERVICE CONNECTIONS.

SITE MAINTENANCE & RESTORATION NOTES

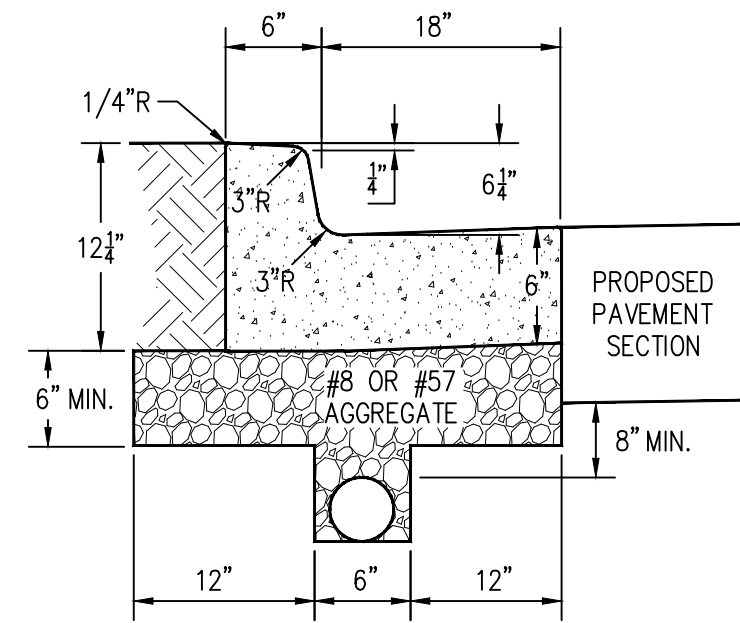
1. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY EROSION, POLLUTION, AND DUST CONTROL MEASURES THROUGHOUT THE ENTIRE CONSTRUCTION PROJECT. REFERENCE THE SWPPP PLAN, NOTES AND DETAILS.
2. MUD, SOIL, OR OTHER DEBRIS IS DEPOSITED ON ADJACENT STREETS, ROADS, OR OTHER PROPERTY, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF SUCH AT THE END OF EACH WORK DAY, OR AS REQUIRED DURING THE WORK DAY.
3. ALL ROAD SURFACES, EASEMENTS, OR RIGHT-OF-WAY DISTURBED BY THE CONSTRUCTION OF ANY PART OF THESE IMPROVEMENTS ARE TO BE RESTORED ACCORDING TO THE CITY REQUIREMENTS.
4. ALL DISTURBANCE INCURRED TO CITY OR STATE PROPERTY DUE TO CONSTRUCTION SHALL BE RESTORED TO ITS PREVIOUS CONDITION OR BETTER, TO THE SATISFACTION OF THE CITY, LOCAL, AND/OR STATE DOT.
5. THE CONTRACTOR SHALL RESTORE ANY STRUCTURES, PIPE, UTILITY, PAVEMENT, CURBS, SIDEWALKS, LANDSCAPED AREAS, ETC. WITHIN THE SITE OR ADJOINING PROPERTIES DISTURBED DURING DEMOLITION OR CONSTRUCTION TO THEIR ORIGINAL CONDITION OR BETTER, AND TO THE SATISFACTION OF THE OWNER, LOCAL MUNICIPALITY, AND STATE.
6. FINAL CLEANUP: THE CONTRACTOR SHALL CLEAN-UP ALL DEBRIS AND MATERIALS RESULTING FROM CONSTRUCTION AND SHALL RESTORE ALL SURFACES, STRUCTURES, DITCHES AND PROPERTY TO ITS ORIGINAL CONDITION TO THE SATISFACTION OF THE OWNER AND ALL APPLICABLE GOVERNMENTAL AND REGULATORY AGENCIES.

C001	GENERAL NOTES	MAJOR SITE PLAN FOR SCIOTO VILLAS	PREPARED FOR: MOMENT DEVELOPMENT 800 NORTH-HIGH STREET SUITE 03-108 COLUMBUS, OH 43215	Mannik Smith GROUP www.MannikSmithGroup.com TECHNICAL SKILL: CREATIVE SPIRIT.	1160 DUBLIN ROAD SUITE 100 COLUMBUS, OH 43215 TEL: 614.441.4222 FAX: 888.688.7340	NO.	DATE	BY	DESCRIPTION
PROJECT DATE: 01/30/2023 PROJECT NO: MS870006 DRAWN BY: ALF CHECKED BY: MMJ									





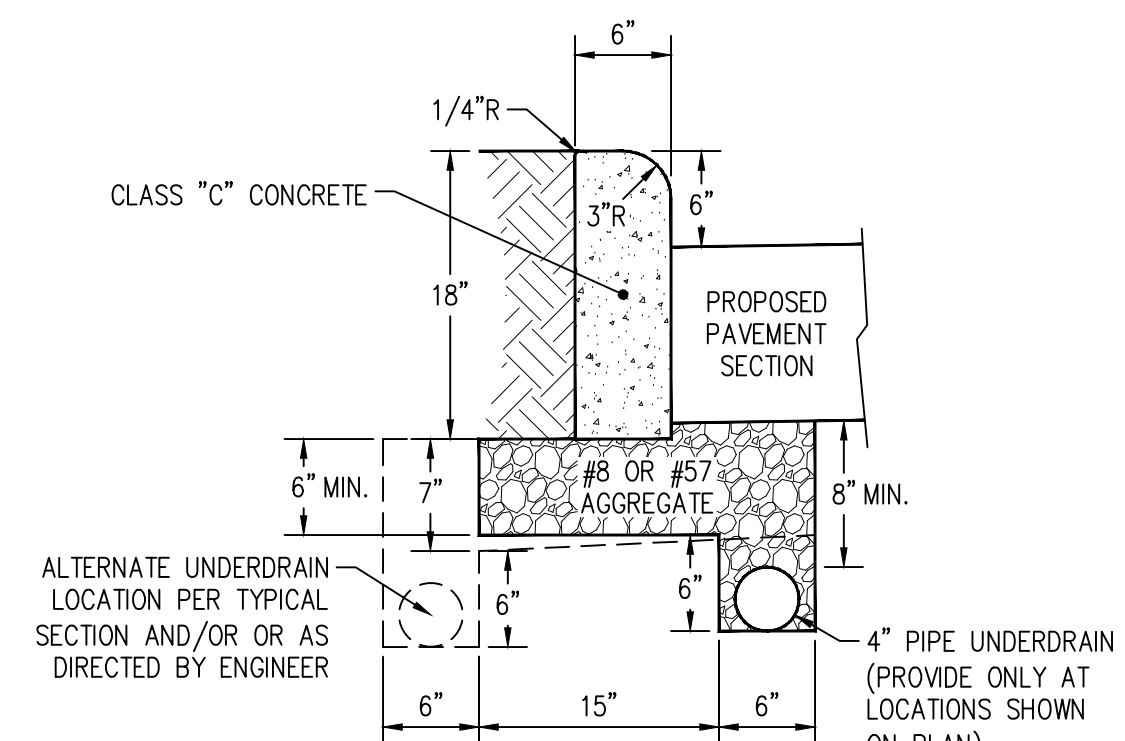
24" DROP CURB & GUTTER
NOT TO SCALE



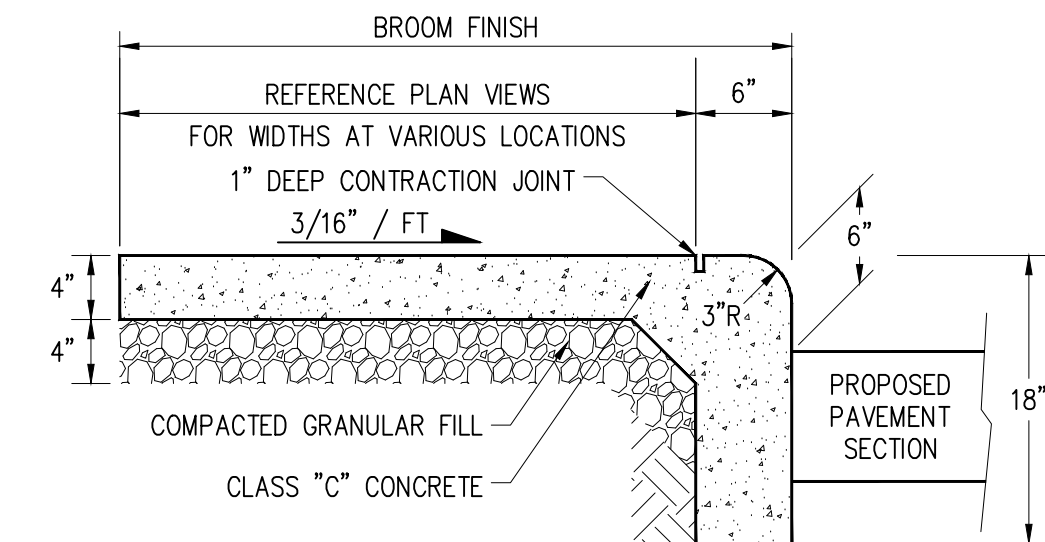
24" COMBINATION CURB & GUTTER
NOT TO SCALE

NOTES:
SUBGRADE COMPACTION SHALL BE COMPLETED BEFORE UNDERDRAIN
INSTALLATION. WHEN A CURB AND GUTTER INLET IS INSTALLED, THE TOP OF
THE CASTING SHALL BE THE SAME AS THE TOP OF CURB ELEVATION. THE
EDGE OF PAVEMENT SHALL BE 3/8" HIGHER THAN THE GRATE WHEREVER THEY
MEET. FOR REPLACEMENT WORK, THE CURB SHALL BE REMOVED AT AN
EXISTING JOINT OR NO CLOSER THAN 5 FEET FROM AN EXISTING JOINT.

1/2" EXPANSION MATERIAL WILL BE INSTALLED BEHIND THE CURB WHEN A CONCRETE WALK, DRIVE, OR OTHER ITEM IS ADJOINING IT. WHEN CONNECTING TO AN EXISTING COMBINATION CURB AND GUTTER, TRANSITION THE GUTTER PAN AS REQUIRED, OVER A DISTANCE OF 10 FEET MAXIMUM, TO MAINTAIN POSITIVE DRAINAGE. EXPANSION JOINTS REQUIRED AT 100' MAXIMUM SPACING OR AT ALL BUTT JOINTS TO EXISTING CONCRETE. CURB RETURNS OR AS DIRECTED BY CONSTRUCTION MANAGER AND/OR ENGINEER.



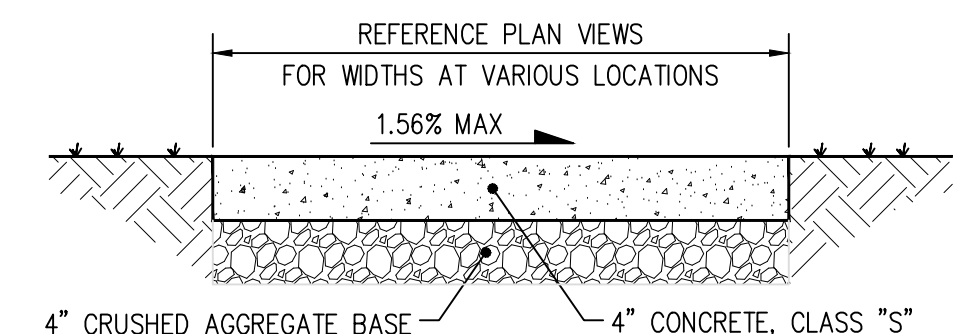
18" STRAIGHT CONCRETE CURB
NOT TO SCALE



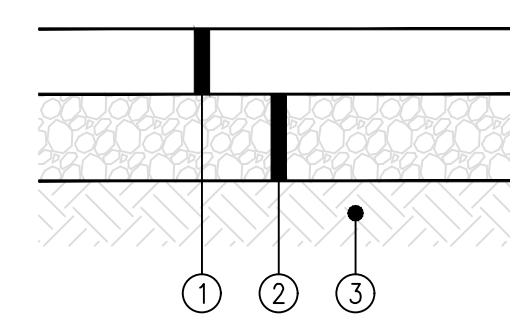
NOTE: SIDEWALK JOINTS SHALL BE EQUALLY SPACED UNLESS OTHERWISE
DETAILED AS A PART OF THE BUILDING OR LANDSCAPE ARCHITECT PLANS.

OPTION: CONTRACTOR MAY POUR CURB AND WALK SEPARATELY. SEE DETAIL FOR 18" STRAIGHT CURB.

COMBINED WALK AND CURB
NOT TO SCALE

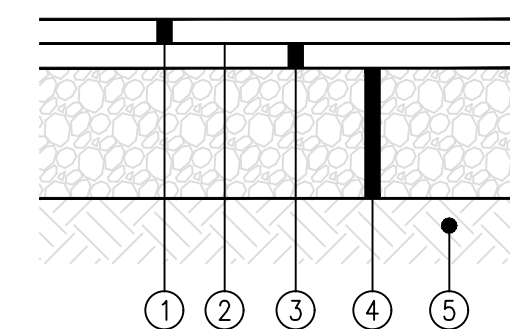


TYPICAL SIDEWALK SECTION
NOT TO SCALE



CONCRETE PAVEMENT

- ① ODOT ITEM 452, 6" NON-REINFORCED CONCRETE PAVEMENT
- ② ODOT ITEM 304, 8" CRUSHED AGGREGATE BASE
- ③ ODOT ITEM 204, SUBGRADE COMPACTION

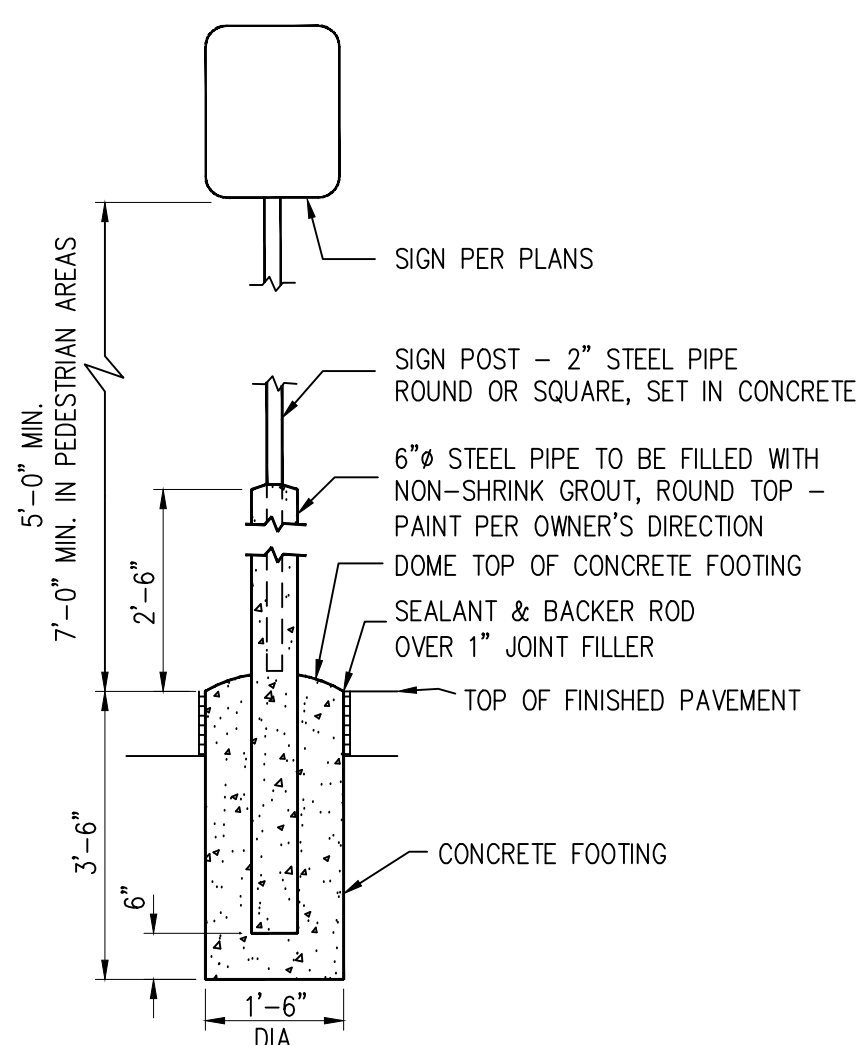


ASPHALT PAVEMENT

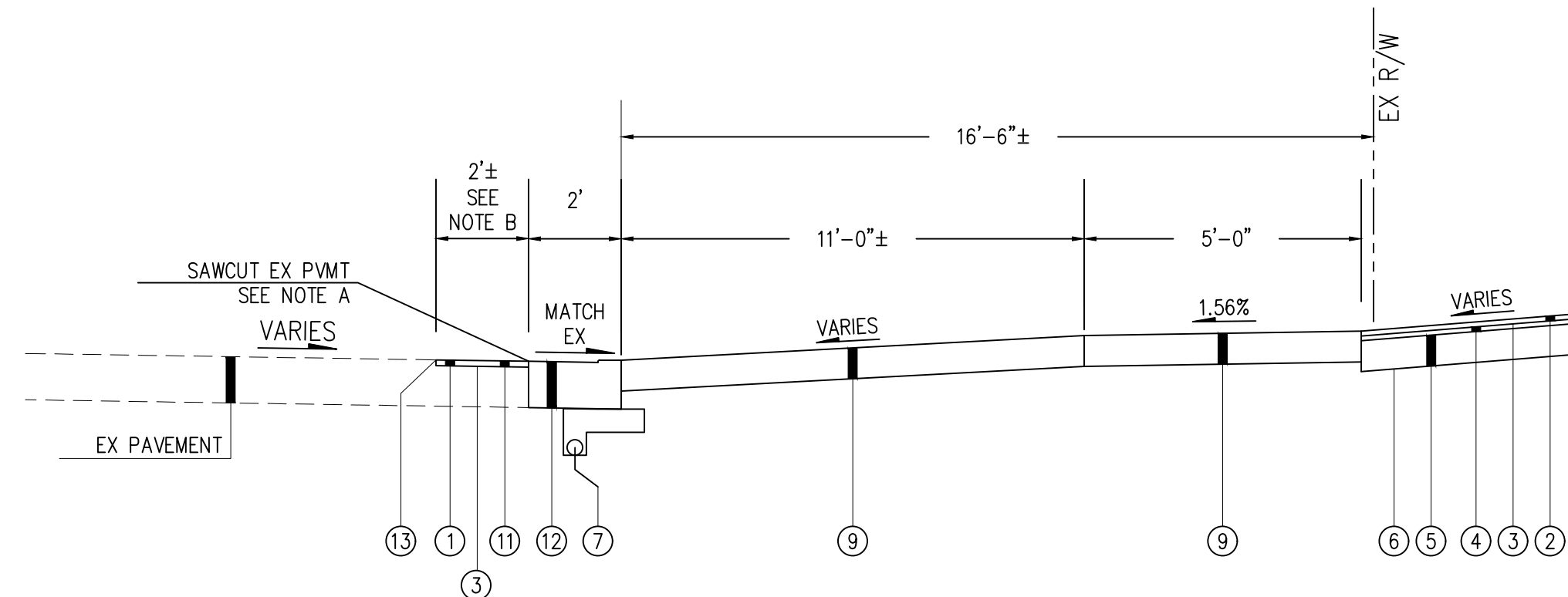
- ① ODOT ITEM 441, 1-1/2" ASPHALT CONCRETE, SURFACE COURSE, TYPE 1, (448) PG 64-22
- ② ODOT ITEM 407, NON-TRACKING TACK COAT
- ③ ODOT ITEM 441, 1-1/2" ASPHALT CONCRETE, INTERMEDIATE COURSE, TYPE 2, (448) PG 64-22
- ④ ODOT ITEM 304, 8" CRUSHED AGGREGATE BASE (2 EQUAL LAYERS)
- ⑤ ODOT ITEM 204, SUBGRADE COMPACTION

ALL PAVEMENT MATERIALS SHALL CONFORM TO THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION CONSTRUCTION AND MATERIAL SPECIFICATIONS. PAVEMENT SECTIONS PROVIDED FOR REFERENCE ONLY. CONTRACTOR SHALL VERIFY SECTION THICKNESS TO BE USED WITH OWNER. THE MANNIK & SMITH GROUP DOES NOT WARRANT PAVEMENT DESIGN.

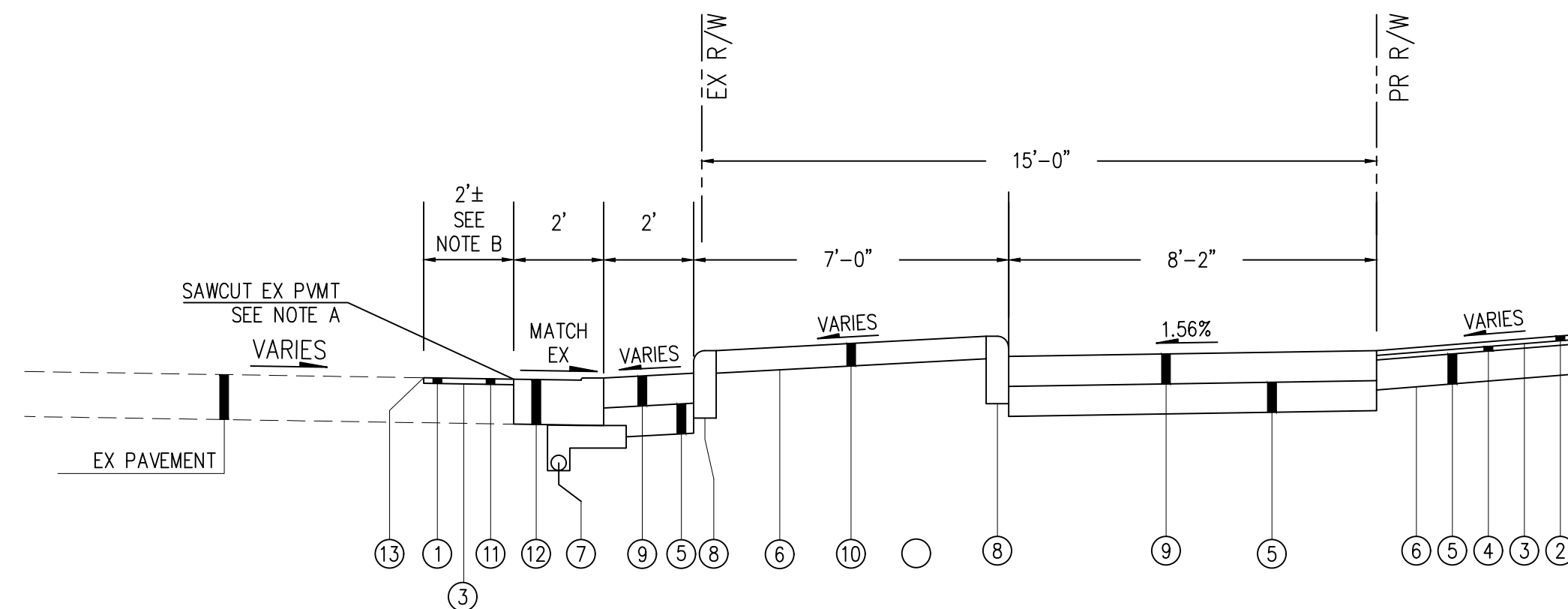
TYPICAL PAVEMENT SECTIONS
NOT TO SCALE



SIGN & POST
NOT TO SCALE



TYPICAL SECTION - FAIRLINGTON DRIVE ENTRANCE
NOT TO SCALE



TYPICAL SECTION - FISHINGER ROAD RIGHT-IN & RIGHT-OUT

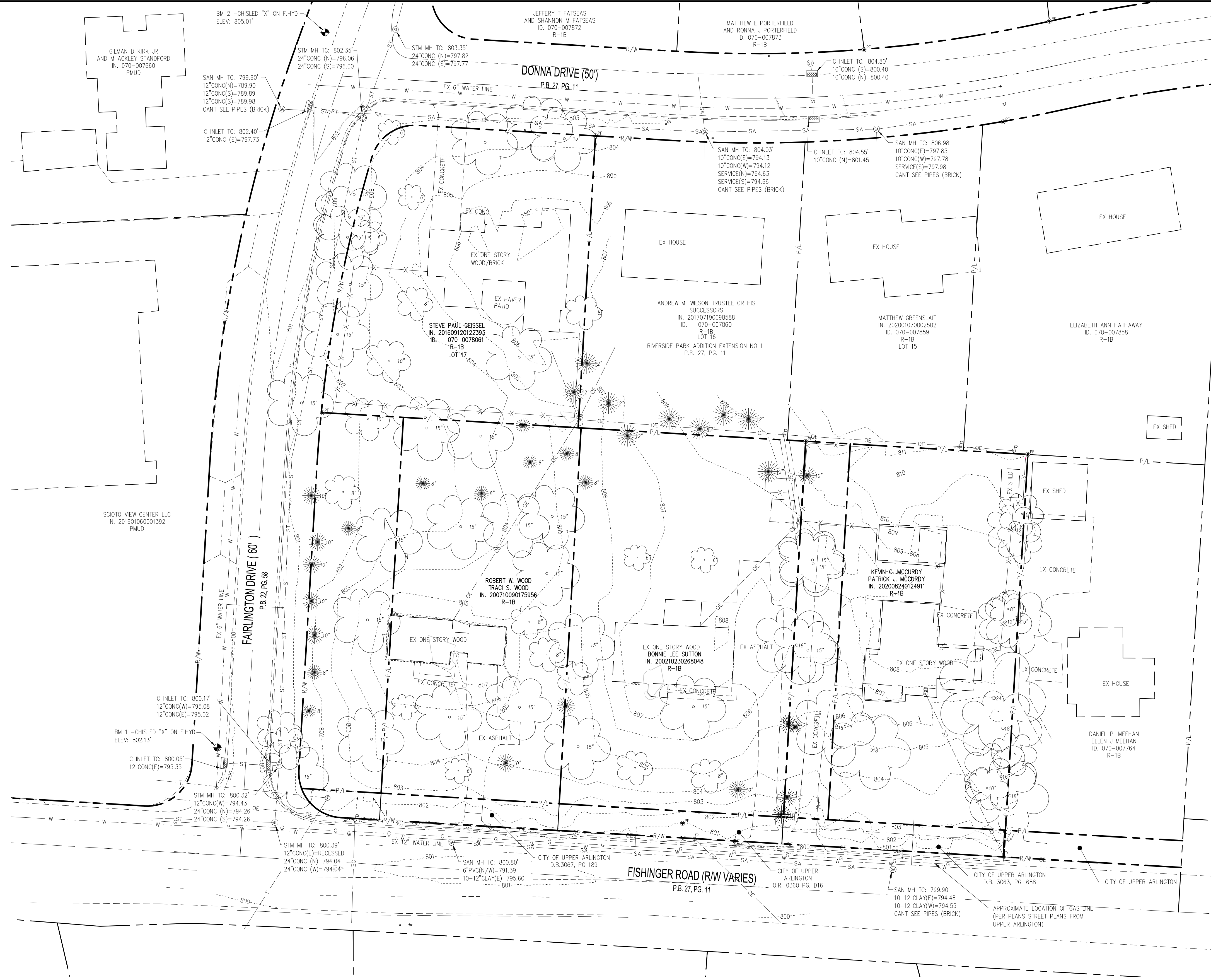
- | | |
|---|---|
| ① | ITEM 441 - 1.25" ASPHALT CONCRETE SURFACE COURSE TYPE 1, (448), PG 70-22M |
| ② | ITEM 441 - 1.5" ASPHALT CONCRETE SURFACE COURSE TYPE 1, (448), PG 64-22 |
| ③ | ITEM 407 - NON-TRACKING TACK COAT (@ 0.06 GAL/SY FOR NEW ASPHALT, 0.09 GAL/SY FOR MILLED ASPHALT) |
| ④ | ITEM 441 - 1.5" ASPHALT CONCRETE INTERMEDIATE COURSE TYPE 2, (448), PG 64-22 |
| ⑤ | ITEM 304 - 8" CRUSHED AGGREGATE BASE |
| ⑥ | ITEM 204 - SUBGRADE COMPACTION |
| ⑦ | ITEM 605 - 4" PIPE UNDERDRAINS |
| ⑧ | ITEM 609 - CURB, STRAIGHT 18" |
| ⑨ | ITEM 452 - 7" NON-REINFORCED CONCRETE PAVEMENT |
| ⑩ | ITEM 609 - 6" CONCRETE TRAFFIC ISLAND |
| ⑪ | ITEM 254 - PAVEMENT PLANING, ASPHALT CONCRETE |
| ⑫ | ITEM 609 - CURB & GUTTER, DROP |
| ⑬ | ITEM 423 - CRACK SEALING, TYPE I |

NOTE A: EXISTING PAVEMENT TO BE SAWCUT AS REQUIRED TO PROVIDE A SMOOTH CLEAN EDGE AS DIRECTED BY THE ENGINEER. SECURE LONGITUDINAL JOINT WITH TIE BARS PER ODOT BP-2.1 WHEREVER CONCRETE BASE IS FOUND.

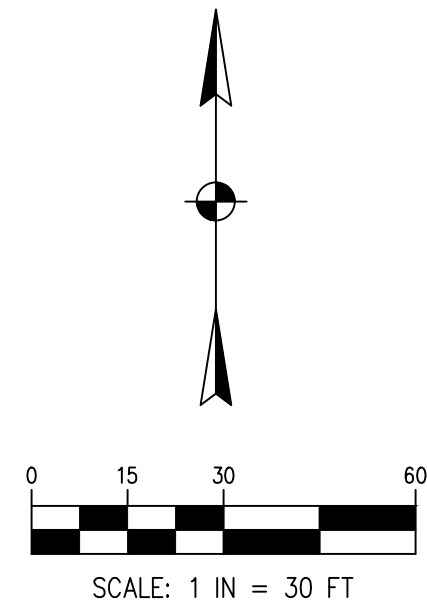
NOTE B: MILL EXISTING ASPHALT PAVEMENT ALONG THE EXISTING CURB & GUTTER OUT TO THE NEAREST LONGITUDINAL JOINT. PROVIDE A MINIMUM OF 1.25" DEPTH FOR THE FINAL OVERLAY SECTION.



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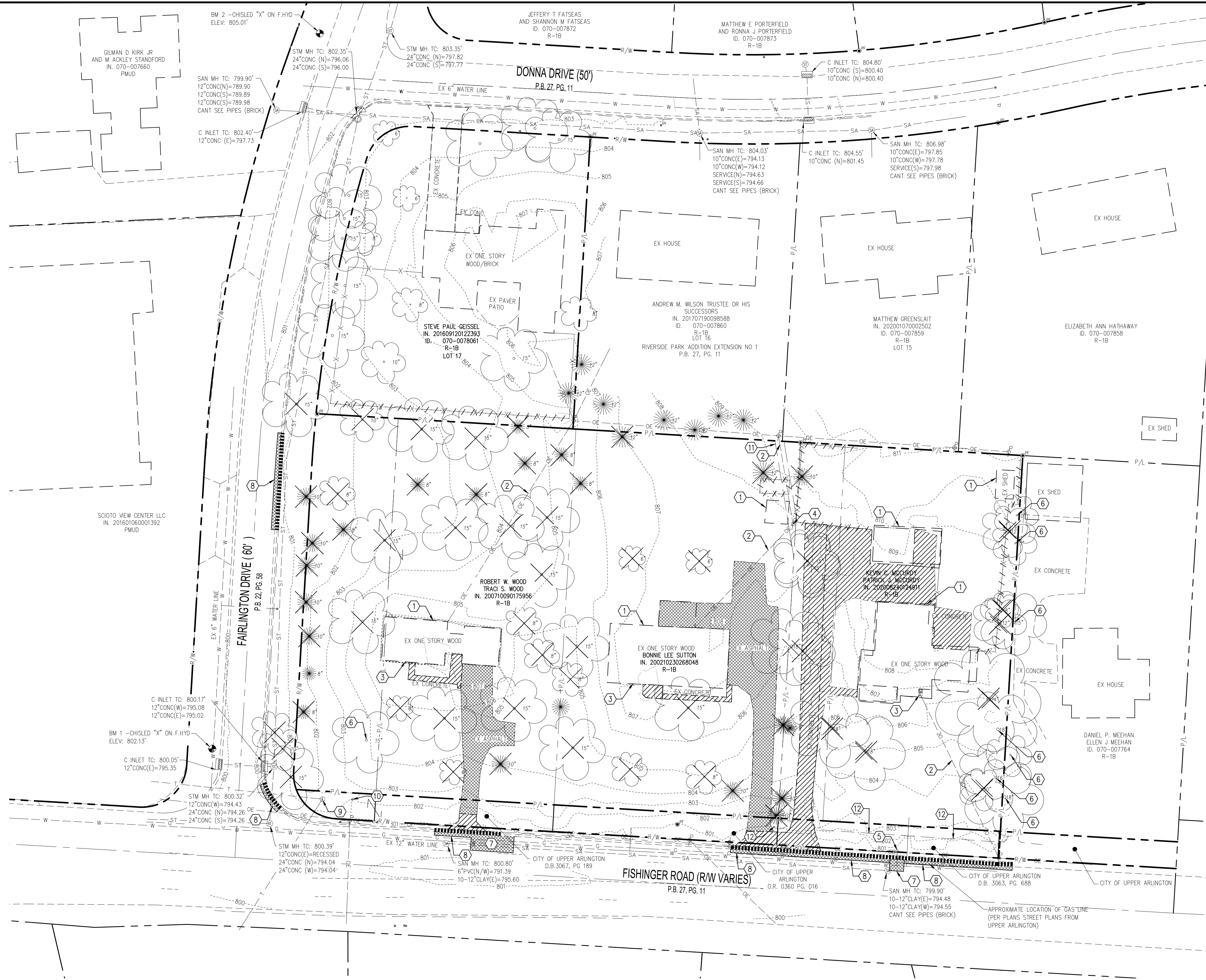


LEGEND	
P/L	PROPERTY LINE
R/W	RIGHT OF WAY
800	EX CONTOUR
ST	EX STORM LINE
SA	EX SANITARY LINE
W	EX WATER LINE
OE	EX OVERHEAD ELECTRIC LINE
T	EX TELECOM LINE
X-X	EX FENCE LINE
⊗	EX STORM MANHOLE
⊗	EX CURB INLET
⊗	EX SANITARY MANHOLE
⊗	EX TELECOM MANHOLE
⊗	EX GAS VALVE
⊗	EX WATER VALVE
⊗	EX FIRE HYDRANT
R-1B	ONE FAMILY RESIDENCE DISTRICT
PMUD	PLANNED MIXED-USE DISTRICT



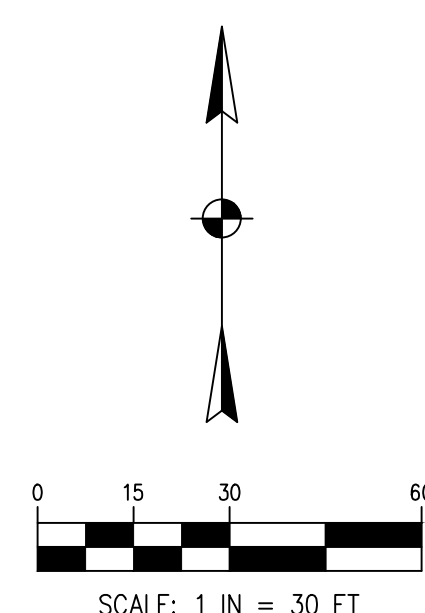
DESCRIPTION		BY	DATE	NO.
1160 DUBLIN ROAD SUITE 100 COLUMBUS, OH 43215 TEL: 614.441.4222 FAX: 614.441.4222				
PROJECT NO: 0130/2023 PROJECT DATE: 01/30/2023				
DRAWN BY: ALF CHECKED BY: MM				
TECHNICAL SKILL: CREATIVE SPIRIT:				
Mannik Smith GROUP www.MannikSmithGroup.com				
PREPARED FOR: MOMENT DEVELOPMENT 800 NORTH-HIGH STREET SUITE 03-108 COLUMBUS, OH 43215				
MAJOR SITE PLAN FOR SCIOTO VILLAS 2770 FISHINGER RD, COLUMBUS OH 43221				
EXISTING CONDITIONS PLAN C100				

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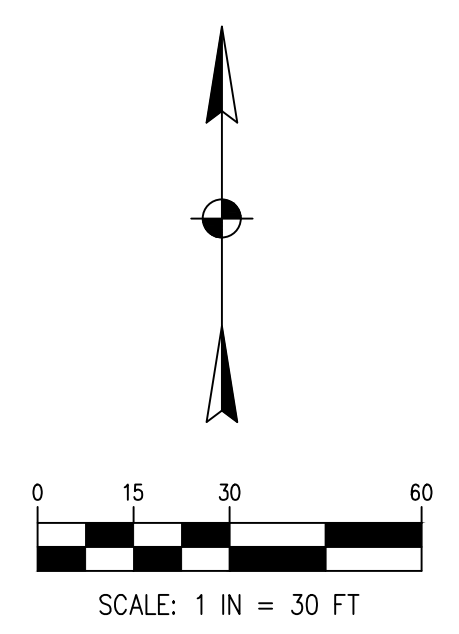
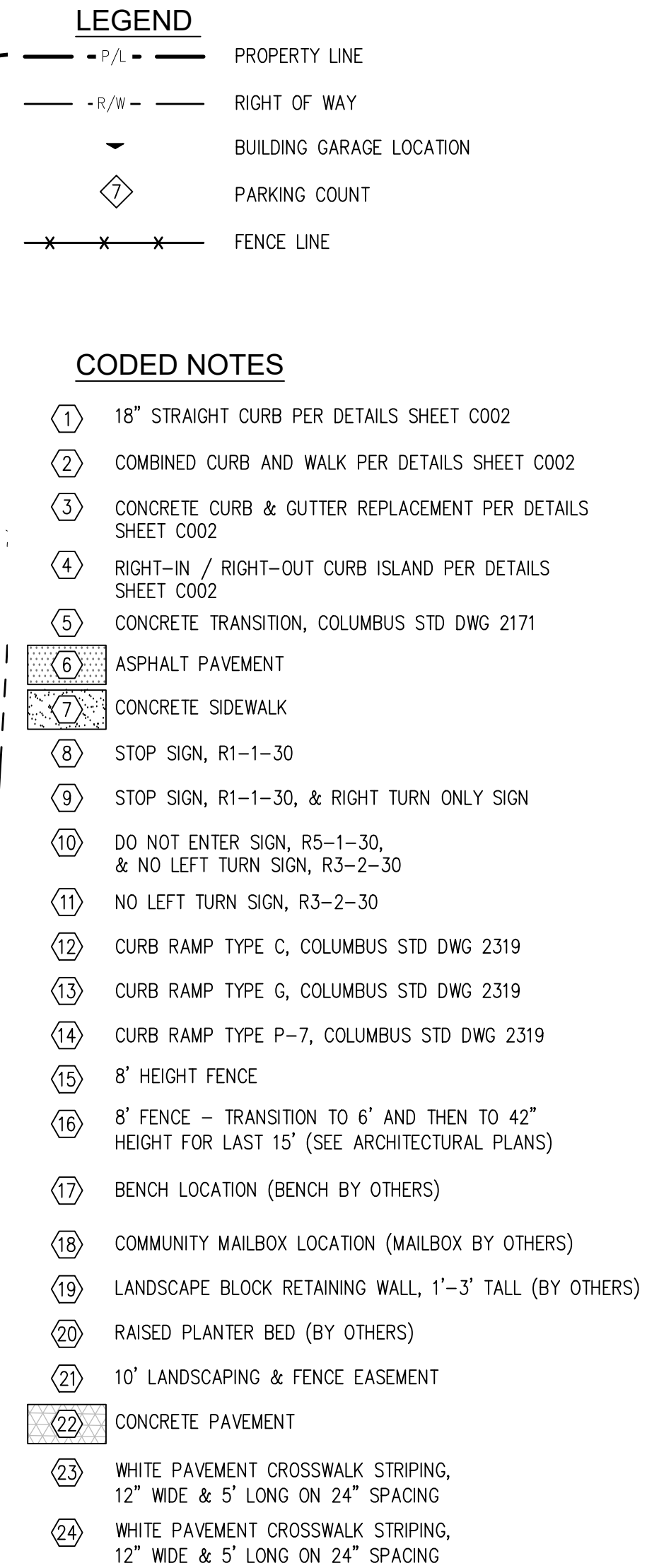


- LEGEND**
- P/L - PROPERTY LINE
 - R/W - RIGHT OF WAY
 - ST - EX STORM LINE
 - SA - EX SANITARY LINE
 - W - EX WATER LINE
 - OE - EX OVER HEAD ELECTRIC LINE
 - T - EX TELECOM LINE
 - X - EX FENCE LINE
 - ⊗ - EX STORM MANHOLE
 - ⊗ - EX CURB INLET
 - ⊗ - EX SANITARY MANHOLE
 - ⊗ - EX TELECOM MANHOLE
 - ⊗ - EX GAS VALVE
 - ⊗ - EX WATER VALVE
 - ⊗ - EX FIRE HYDRANT
 - ⊗ - EX TREE
 - ⊗ - EX TREE TO BE REMOVED
 - - - - - EX FENCE TO BE REMOVED
 - - - - - SAWCUT LINE
 - ||||| EX CURB TO BE REMOVED
 - ||||| EX CONCRETE TO BE REMOVED
 - ||||| EX ASPHALT TO BE REMOVED

- CODED NOTES**
- 1 EX BUILDING TO BE REMOVED
 - 2 EX POWER LINE TO BE REMOVED (COORDINATE WITH UTILITY COMPANY)
 - 3 REMOVE EX RESIDENTIAL GAS / ELECTRIC METERS (CONTRACTOR TO VERIFY LOCATIONS & COORDINATE W/UTILITY PROVIDERS)
 - 4 EX POWER POLE TO BE REMOVED (COORDINATE WITH UTILITY COMPANY)
 - 5 EX FIRE HYDRANT TO BE REMOVED AND RELOCATED
 - 6 EX TREE TO REMAIN
 - 7 EX FISHINGER RD FULL DEPTH PAVEMENT TO BE REMOVED
 - 8 MILL EX ASPHALT, 2-FT WIDE
 - 9 ADJUST MANHOLDRIM ELEVATION TO MATCH FINISH GRADE OF PROPOSED SIDEWALK
 - 10 COORDINATE WITH UTILITY PROVIDE TO RELOCATE GUY WIRE
 - 11 EX UTILITY EASEMENT TO BE VACATED BY OTHERS
 - 12 REMOVE EX STONE LANDSCAPE WALL



DESCRIPTION		BY	DATE	NO.
1160 DUBLIN ROAD SUITE 100 COLUMBUS, OH 43215 TEL: 614.441.4222 FAX: 888.688.7340				
PROJECT DATE: 01/30/2023 PROJECT NO: M5870006 DRAWN BY: ALF CHECKED BY: MUM				
TECHNICAL SKILL: CREATIVE SPIRIT.				
Mannik Smith Group www.MannikSmithGroup.com				
PREPARED FOR: MOMENT DEVELOPMENT 800 NORTH-HIGH STREET SUITE 03-108 COLUMBUS, OH 43215				
MAJOR SITE PLAN FOR SCIOTO VILLAS 2770 FISHINGER RD, COLUMBUS OH 43221				
DEMOLITION PLAN				
C101				



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**Utilities Protection
SERVICE**
811 or
1-800-362-2764
Call Before You Dig

[illegible]

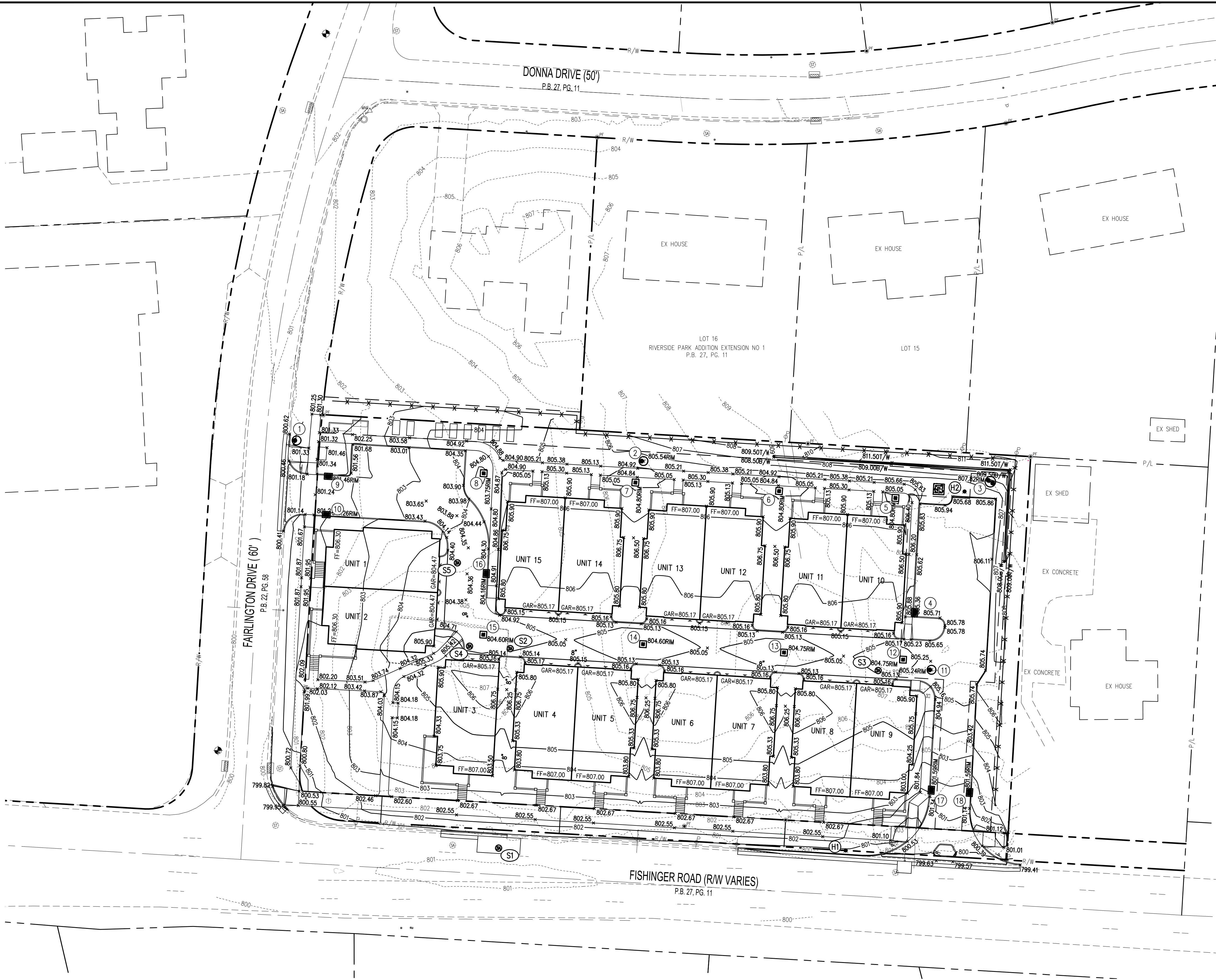
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SERVICE

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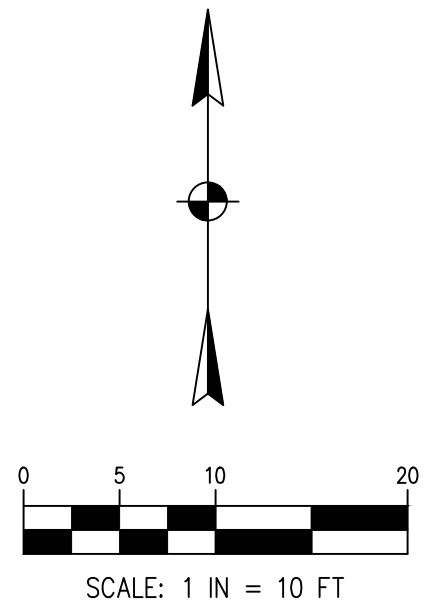
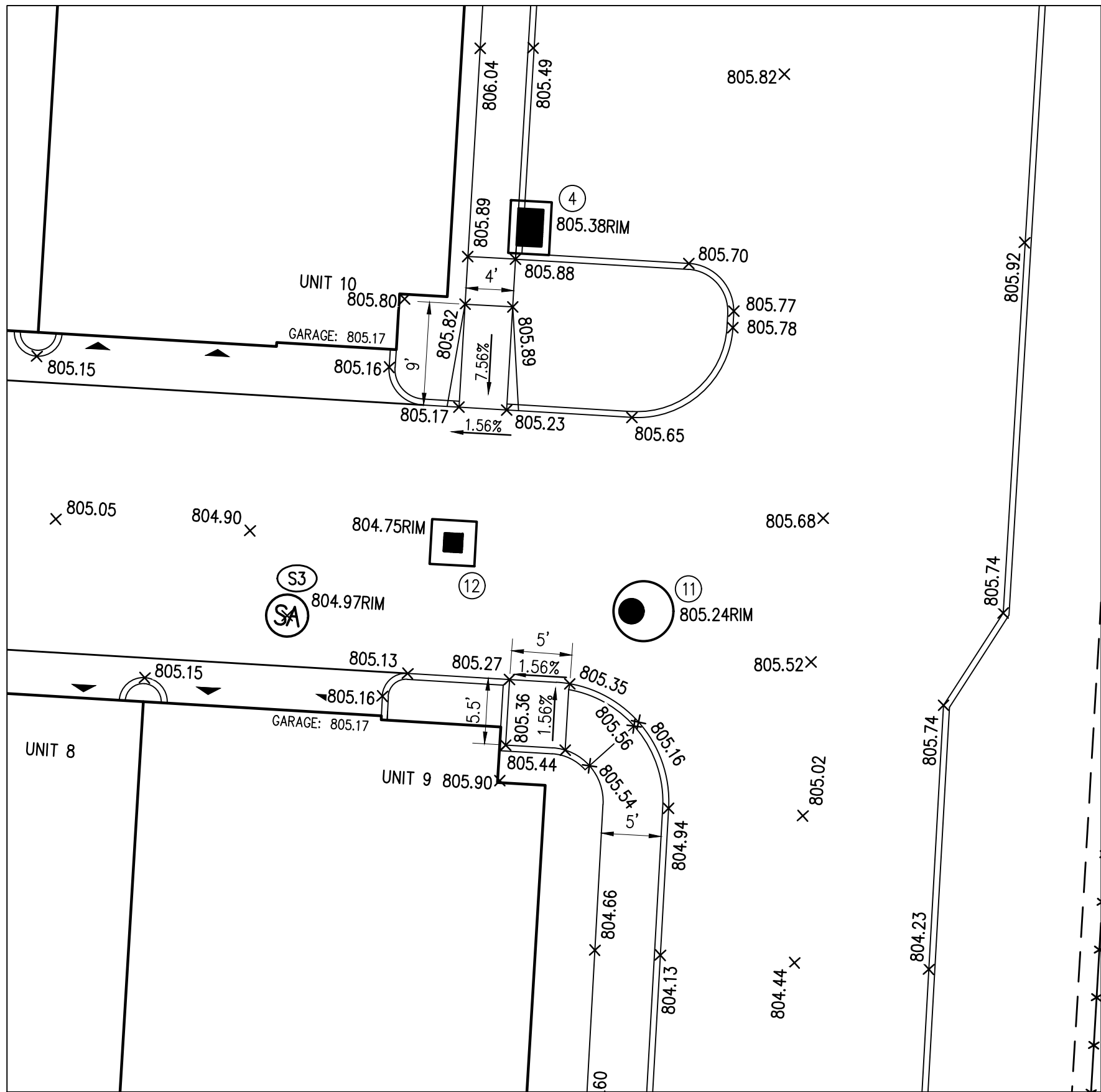
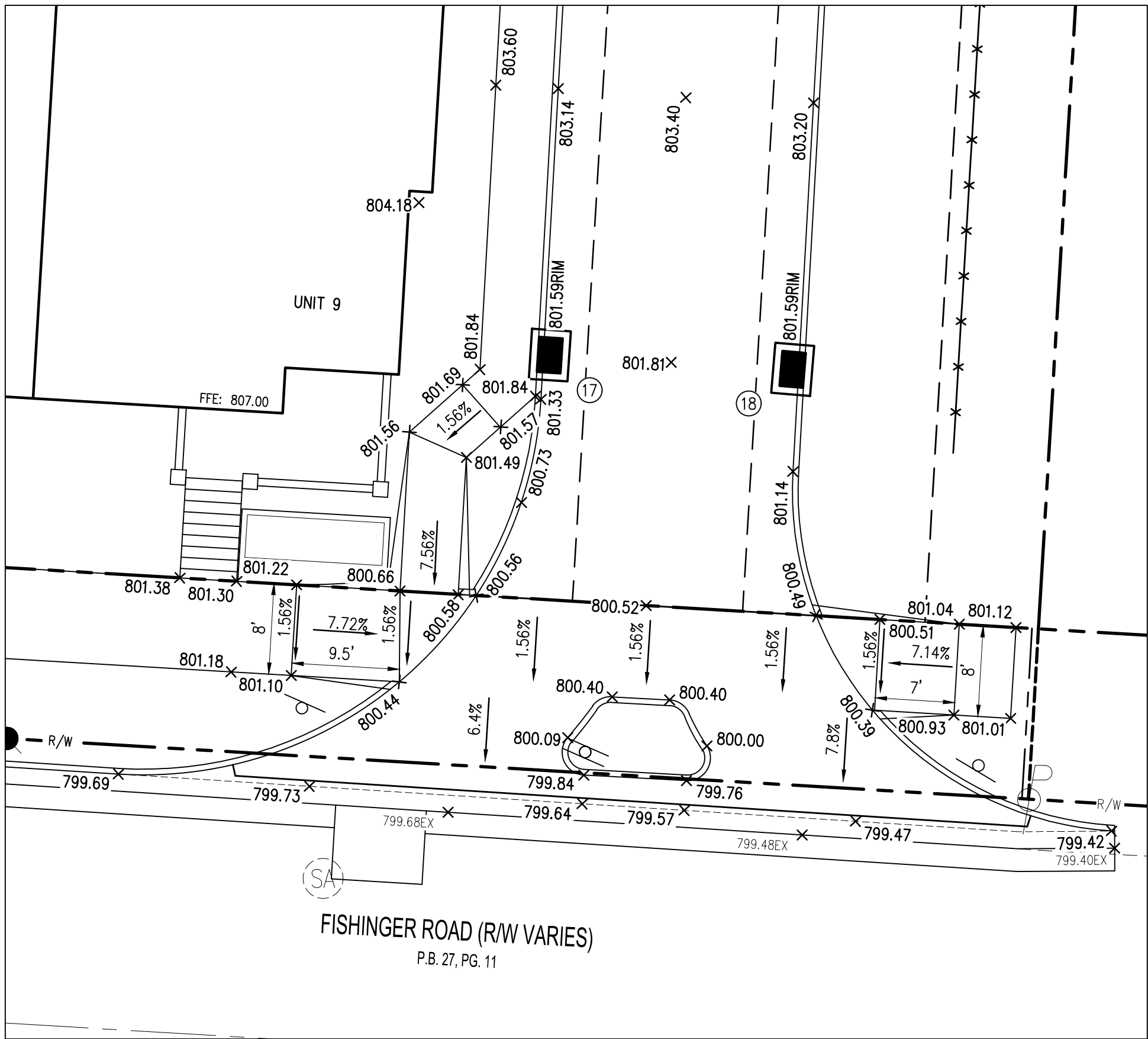
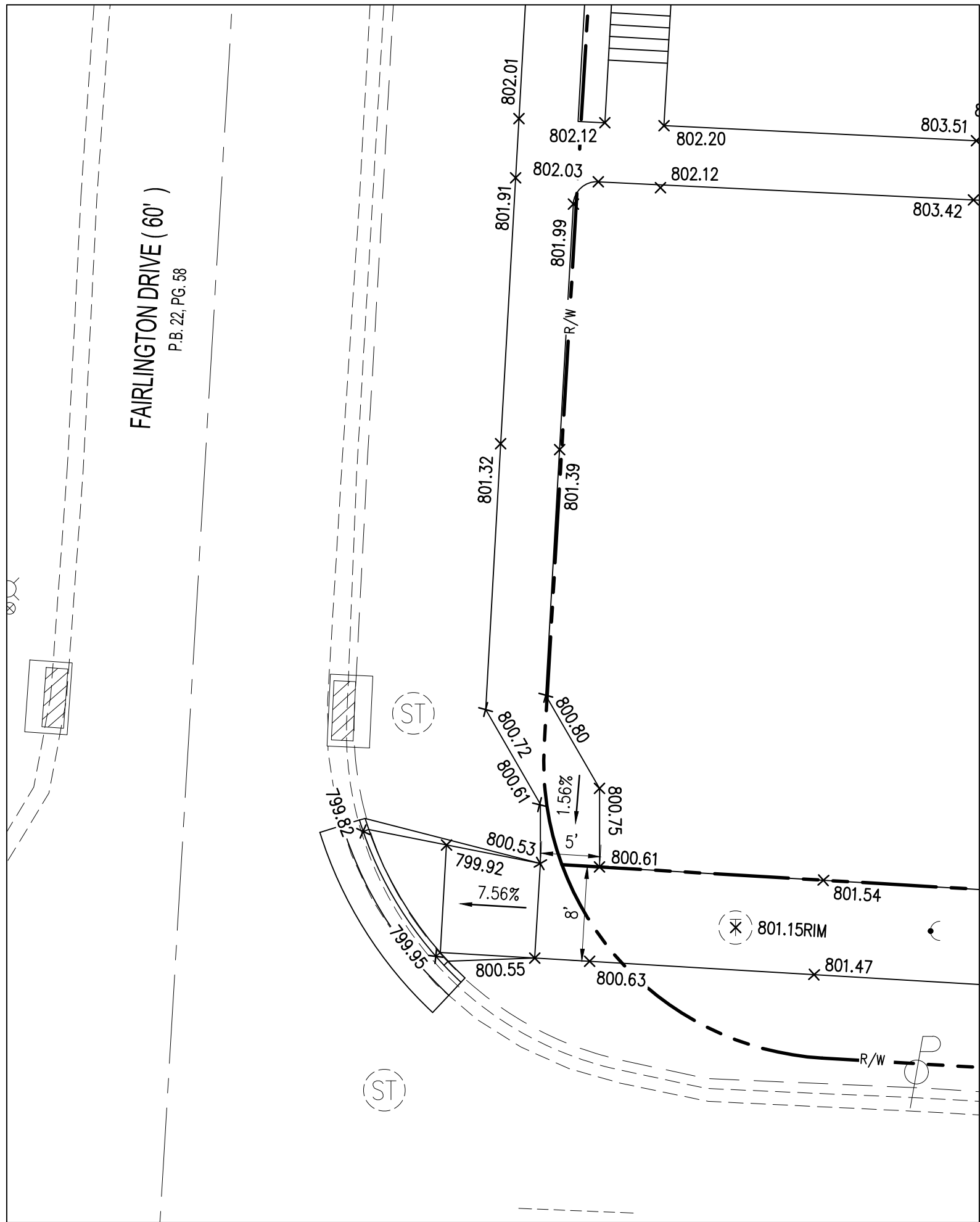
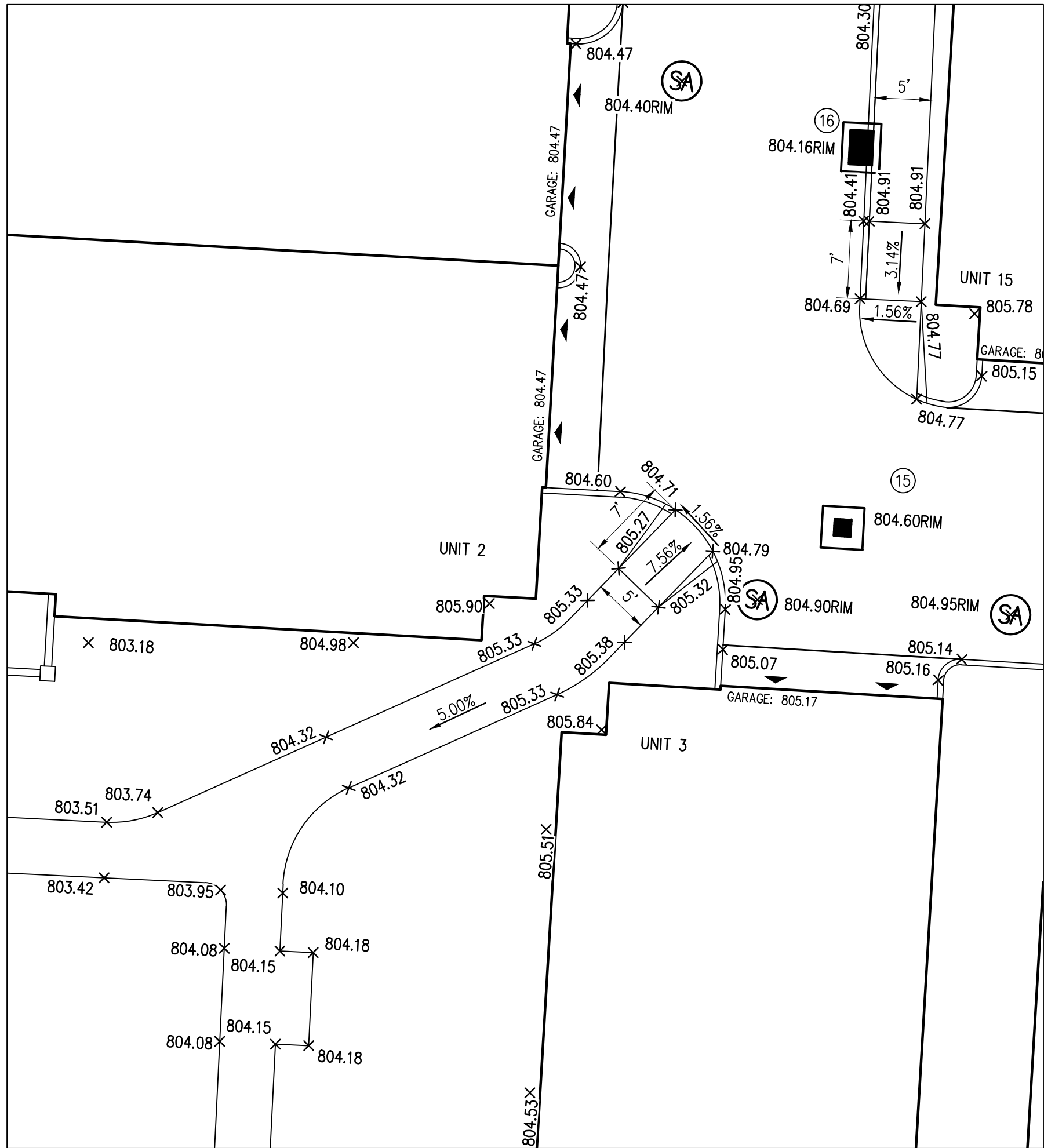
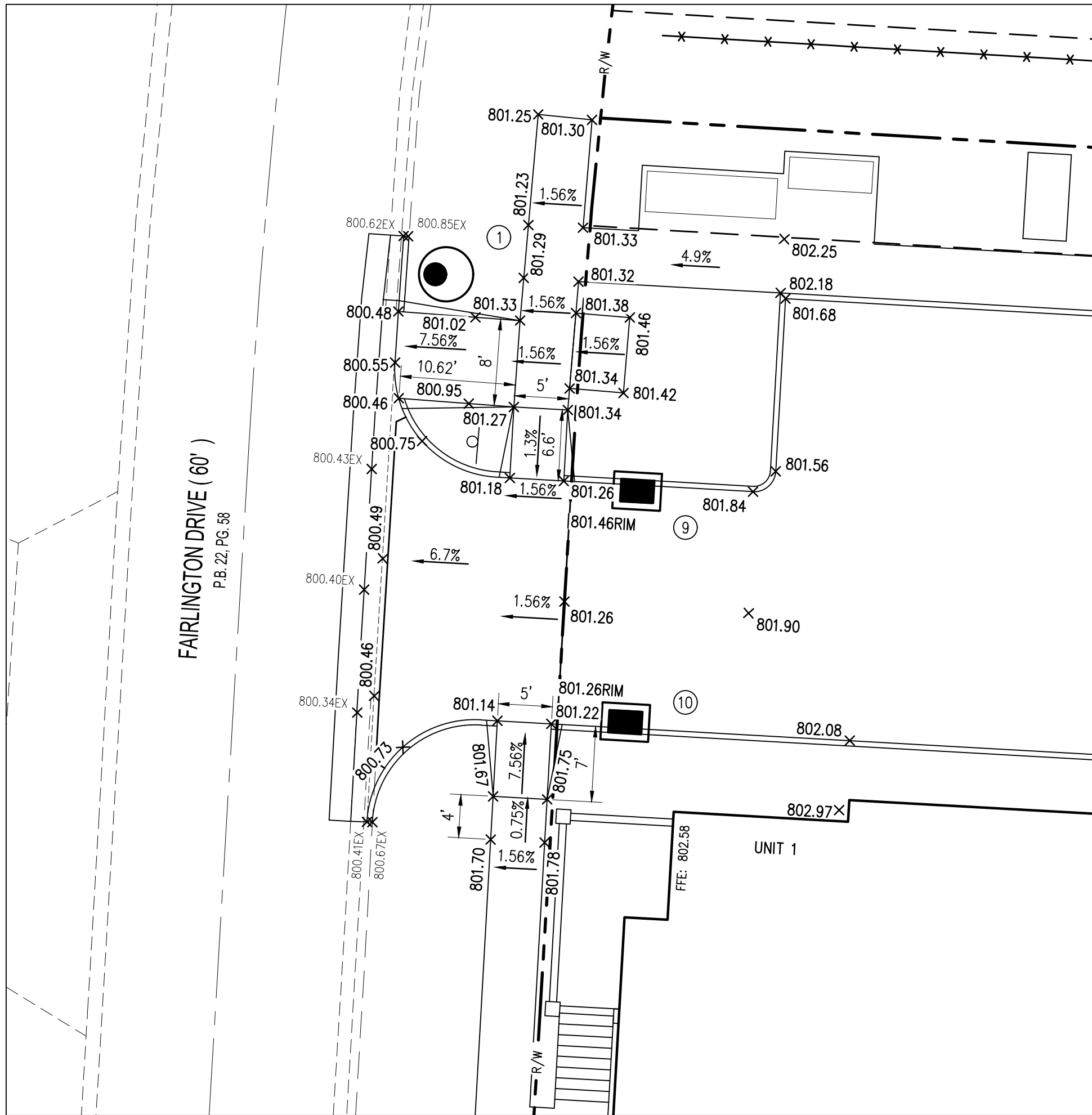


LEGEND

801	PR CONTOUR
802	EX CONTOUR
⊙	EX STORM MANHOLE
⊙	EX CURB INLET
⊙	EX SANITARY MANHOLE
⊙	EX TELECOM MANHOLE
⊙	EX GAS VALVE
⊙	EX WATER VALVE
800.00×	EX SPOT ELEVATION
802.98×	PR TOP OF PAVEMENT / SPOT ELEVATION
802.98RIM×	PR TOP OF INLET GRATE ELEVATION
802.98T/W×	PR TOP OF LANDSCAPE BLOCK WALL
802.98RIM×	PR BOTTOM OF LANDSCAPE BLOCK WALL
FF=801.00	FINISH FLOOR ELEVATION
■	STORM CATCH BASIN
■	STORM CURB INLET
⊙	STORM MANHOLE
⊙	SANITARY MANHOLE

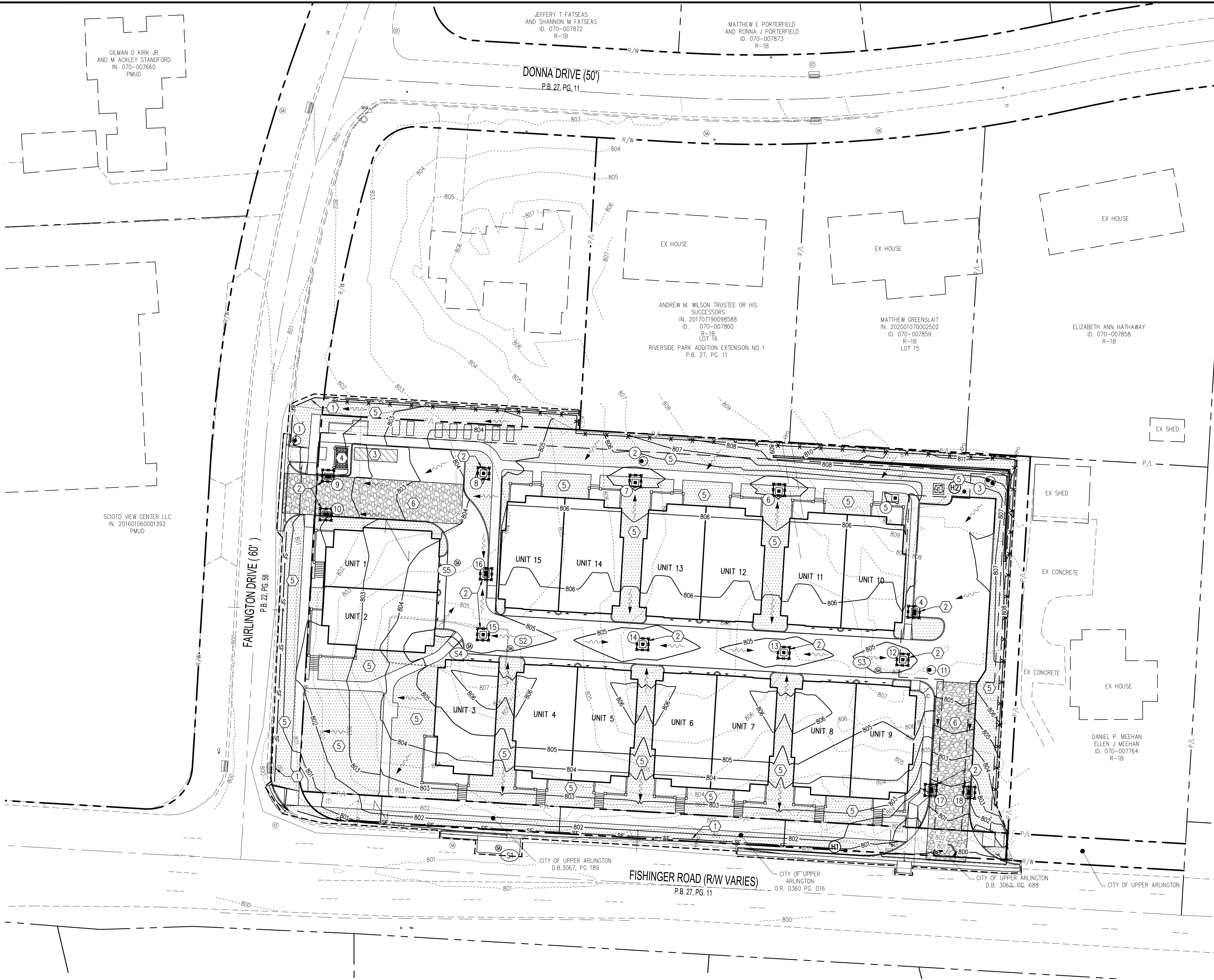
MAJOR SITE PLAN FOR	SCIO TO VILLAS	GRADING PLAN	C300		
PREPARED FOR:		MOMENT DEVELOPMENT 800 NORTH-HIGH STREET SUITE 03-108 COLUMBUS, OH 43215			
TECHNICAL SKILL: CREATIVE SPIRIT.		 www.MannikSmithGroup.com			
1160 DUBLIN ROAD SUITE 100 COLUMBUS, OH 43215 TEL: 614.441.4222 FAX: 614.441.4222		PROJECT NO: 15870006 PROJECT DATE: 01/30/2023 DRAWN BY: ALF CHECKED BY: MMJ			
DESCRIPTION		BY			
DATE		NO.			

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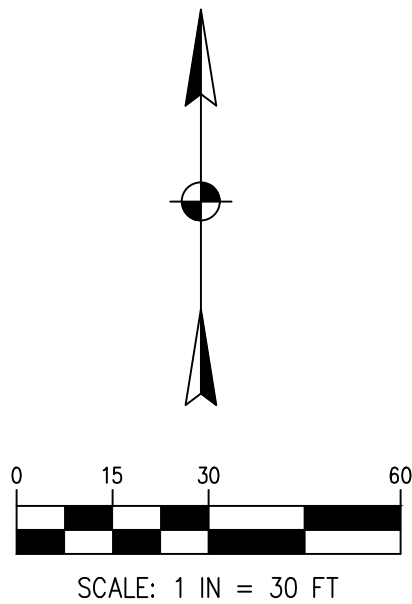
C301	GRADING DETAILS	MAJOR SITE PLAN FOR SCIOTO VILLAS 2770 FISHINGER RD, COLUMBUS OH 43221	PREPARED FOR: MOMENT DEVELOPMENT 800 NORTH HIGH STREET SUITE 03-108 COLUMBUS, OH 43215	 TECHNICAL SKILL, CREATIVE SPIRIT. www.MannikSmithGroup.com	1160 DUBLIN ROAD SUITE 100 COLUMBUS, OH 43215 TEL: 614.441.4222 FAX: 888.688.7340				NO.	DATE	BY	DESCRIPTION
PROJECT DATE: 01/30/2023				PROJECT NO: M587006								
DRAWN BY: ALF				CHECKED BY: NJM								

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- LEGEND**
- 801 PR CONTOUR
 - 802 EX CONTOUR
 - EX STORM MANHOLE
 - EX CURB INLET
 - EX SANITARY MANHOLE
 - EX TELECOM MANHOLE
 - EX GAS VALVE
 - EX WATER VALVE
 - STORM CATCH BASIN
 - STORM CURB INLET
 - STORM MANHOLE
 - SANITARY MANHOLE
 - RUNOFF FLOW DIRECTION
 - INLET PROTECTION
 - PR STABILIZED CONSTRUCTION ENTRANCE. SEE SHEET C303 FOR DETAILS
 - TEMPORARY SEEDING
 - LIMITS OF DISTURBANCE
 - PR SEDIMENT FENCE BARRIER. SEE SHEET C303 FOR DETAILS

- CODED NOTES**
- 1 INSTALL SILT FENCE PER DETAIL ON SHEET C303.
 - 2 INSTALL INLET PROTECTION PER DETAILS ON SHEET C501. FOR INLET PROTECTION IN PAVED AREAS USE DANDY BAG INLET PROTECTION OR APPROVED EQUAL. FOR ON SITE CURB INLETS USE DANDY CURB INLET FILTER OR APPROVED EQUAL. FOR CURB INLETS IN THE RIGHT OF WAY USE DANDY CURB SACK INLET FILTER WITH OVERFLOW PORTS OR APPROVED EQUAL.
 - 3 LOCATE TEMPORARY STAGING AREA AS SHOWN OR APPROVED ALTERNATE. TEMPORARY STAGING AREA INCLUDES REFUELING, DUMPSTER, EQUIPMENT, AND MATERIAL STOCKPILE.
 - 4 INSTALL CONCRETE WASHOUT PIT PER DETAIL ON SHEET C303.
 - 5 INSTALL TEMPORARY/PERMANENT SEEDING PER SPECIFICATIONS AND TABLES ON SHEET C303.
 - 6 INSTALL CONSTRUCTION ENTRANCE PER DETAIL ON SHEET C303.



DESCRIPTION		BY	DATE	NO.
1160 DUBLIN ROAD SUITE 100 COLUMBUS, OH 43215 TEL: 614.441.4222 FAX: 688.687.7340				
PROJECT NO: 15870006 PROJECT DATE: 01/30/2023				
DRAWN BY: ALF				
CHECKED BY: MMJ				
MAJOR SITE PLAN FOR				
SCIOTO VILLAS				
2770 FISHER RD, COLUMBUS OH 43221				
STORMWATER POLLUTION PREVENTION PLAN				
C302				

PREPARED FOR:

MOMENT DEVELOPMENT

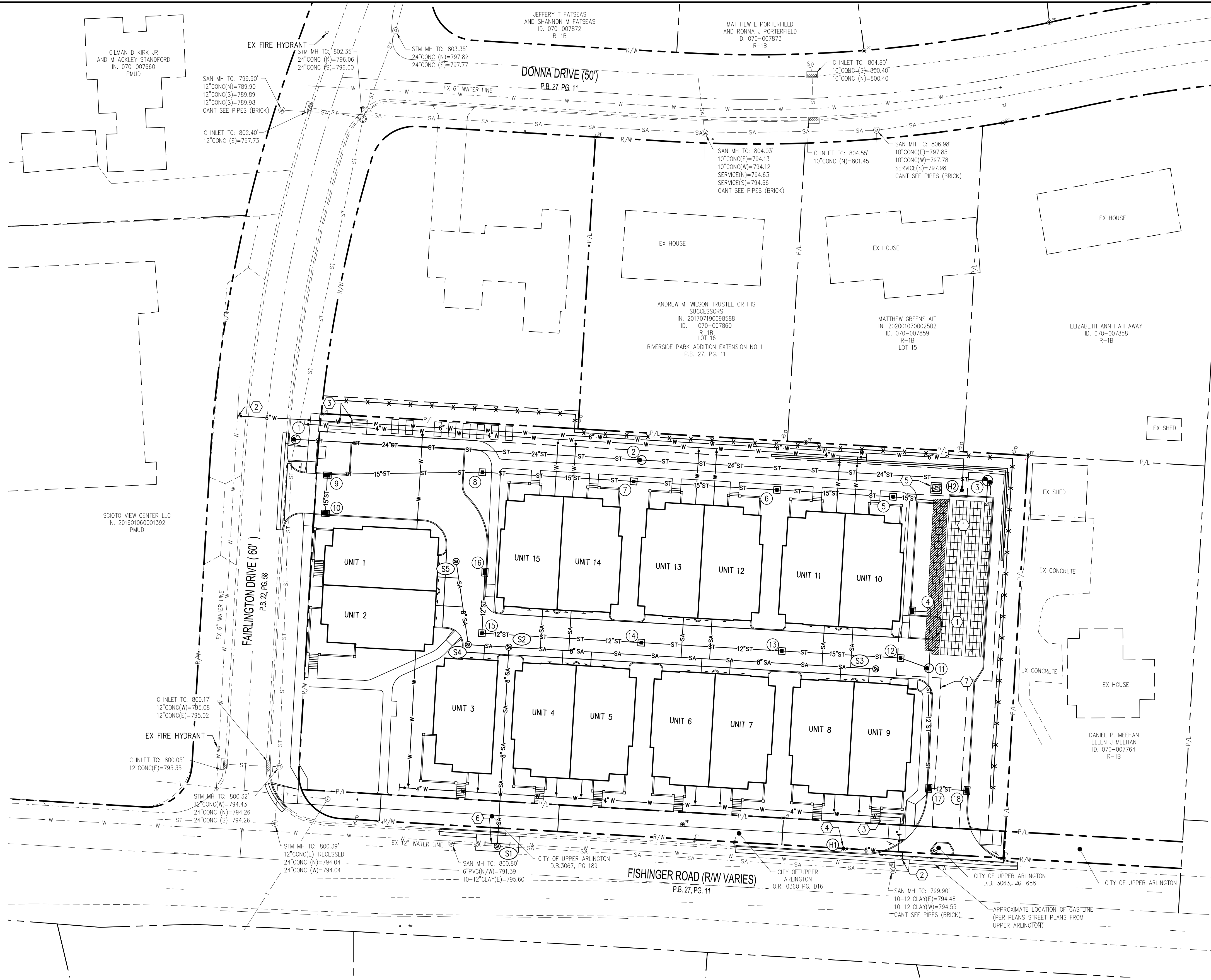
800 NORTH-HIGH STREET
SUITE 03-108
COLUMBUS, OH 43215

TECHNICAL SKILL:
CREATIVE SPIRIT.

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LEGEND

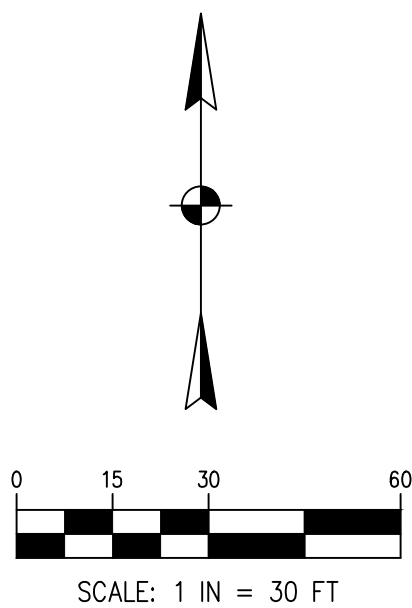
- ST EX STORM LINE
- SA EX SANITARY LINE
- W EX WATER LINE
- OE EX OVER HEAD ELECTRIC LINE
- T EX TELECOM LINE
- ⊗ EX STORM MANHOLE
- ⊗ EX CURB INLET
- ⊗ EX SANITARY MANHOLE
- ⊗ EX TELECOM MANHOLE
- ⊗ EX GAS VALVE
- ⊗ EX WATER VALVE
- W WATER LINE
- ST STORM LINE
- SA SANITARY LINE
- STORM CATCH BASIN
- STORM CURB INLET
- ⊗ STORM MANHOLE
- ⊗ SANITARY MANHOLE
- ⊗ LIGHT POLE

CODED NOTES

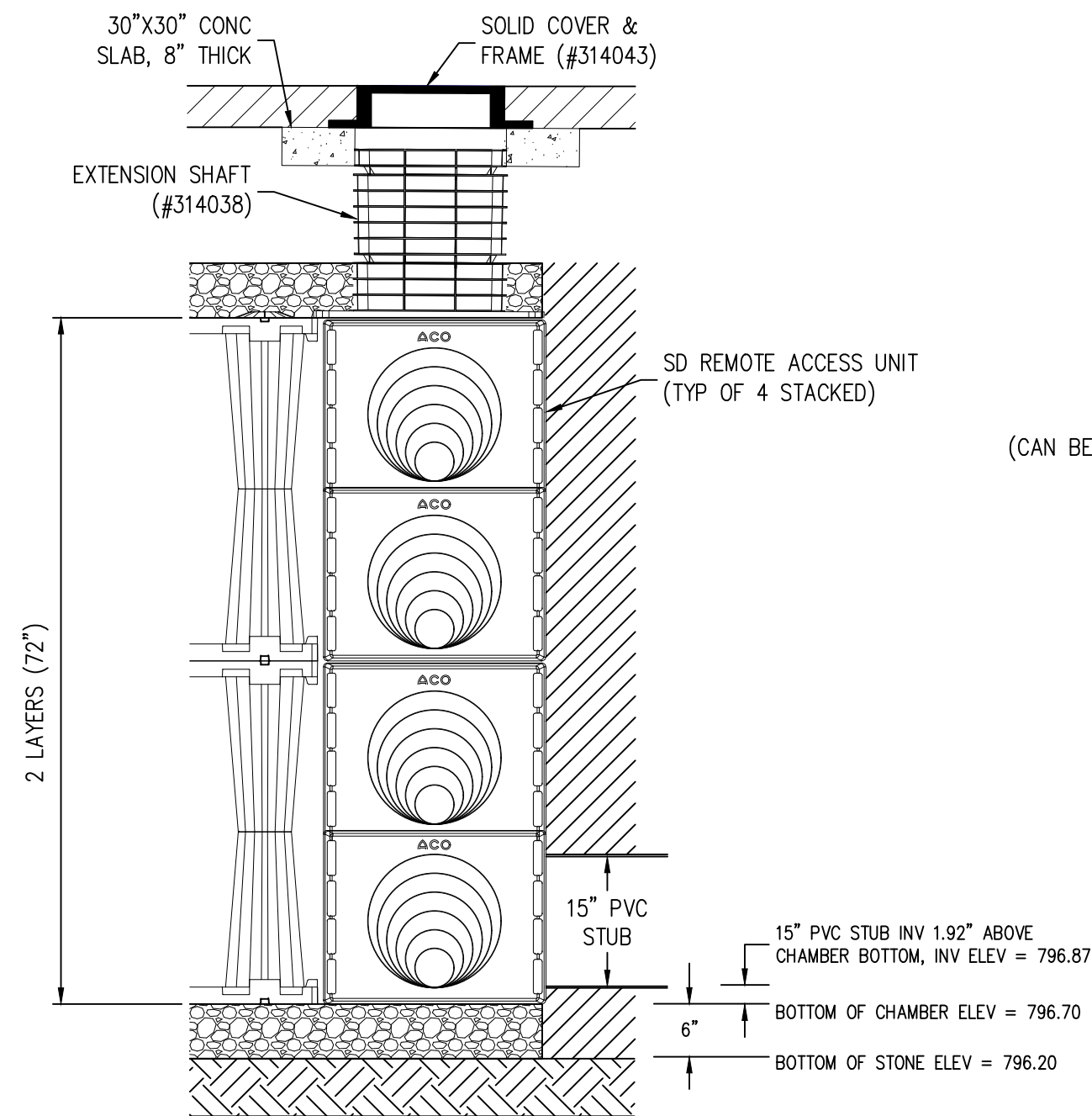
- 1 PROPOSED UNDERGROUND DETENTION SYSTEM
- 2 CONNECT TO EXISTING WATER MAIN AT EXISTING HYDRANT CONNECTION (RELOCATE HYDRANT ASSEMBLY)
- 3 PROPOSED HOT BOX ENCLOSURE WITH BACKFLOW PREVENTER AND WATER METER
- 4 PROPOSED RELOCATED FIRE HYDRANT
- 5 PROPOSED TRANSFORMER
- 6 EX 12" WATER MAIN TO BE LOWERED
- 7 PR DETENTION BASIN EASEMENT

NOTE

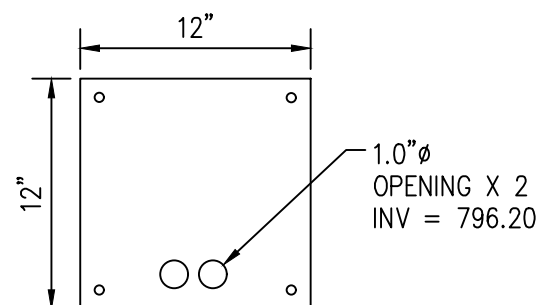
ALL STORM SEWER OUTSIDE OF RIGHT-OF-WAY IS PRIVATE AND TO BE MAINTAINED BY THE OWNER.



DESCRIPTION		BY	DATE	NO.
1160 DUBLIN ROAD SUITE 100 COLUMBUS, OH 43215 TEL: 614.441.4222 FAX: 688.688.7340				
PROJECT NO: 15870006 PROJECT DATE: 01/30/2023 DRAWN BY: ALF CHECKED BY: MMJ				
TECHNICAL SKILL: CREATIVE SPIRIT:				
Mannik Smith GROUP www.MannikSmithGroup.com				
PREPARED FOR: MOMENT DEVELOPMENT 800 NORTH-HIGH STREET SUITE 03-108 COLUMBUS, OH 43215				
MAJOR SITE PLAN FOR SCIOTO VILLAS				
2770 FISHINGER RD, COLUMBUS OH 43221				
UTILITY PLAN				
C400				

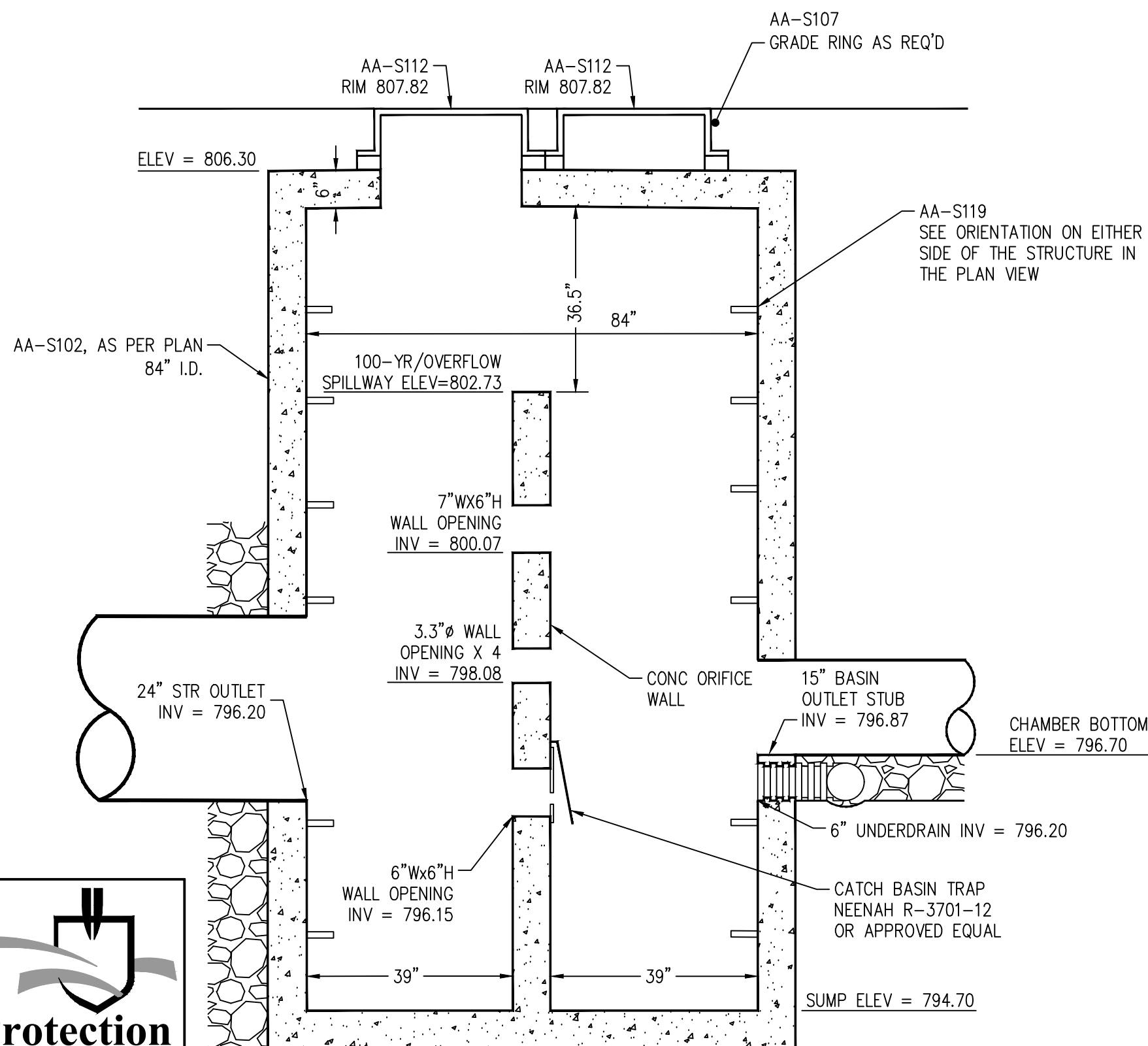


15" INLET/OUTLET SD REMOTE ACCESS UNIT CONNECTION DETAIL
NOT TO SCALE

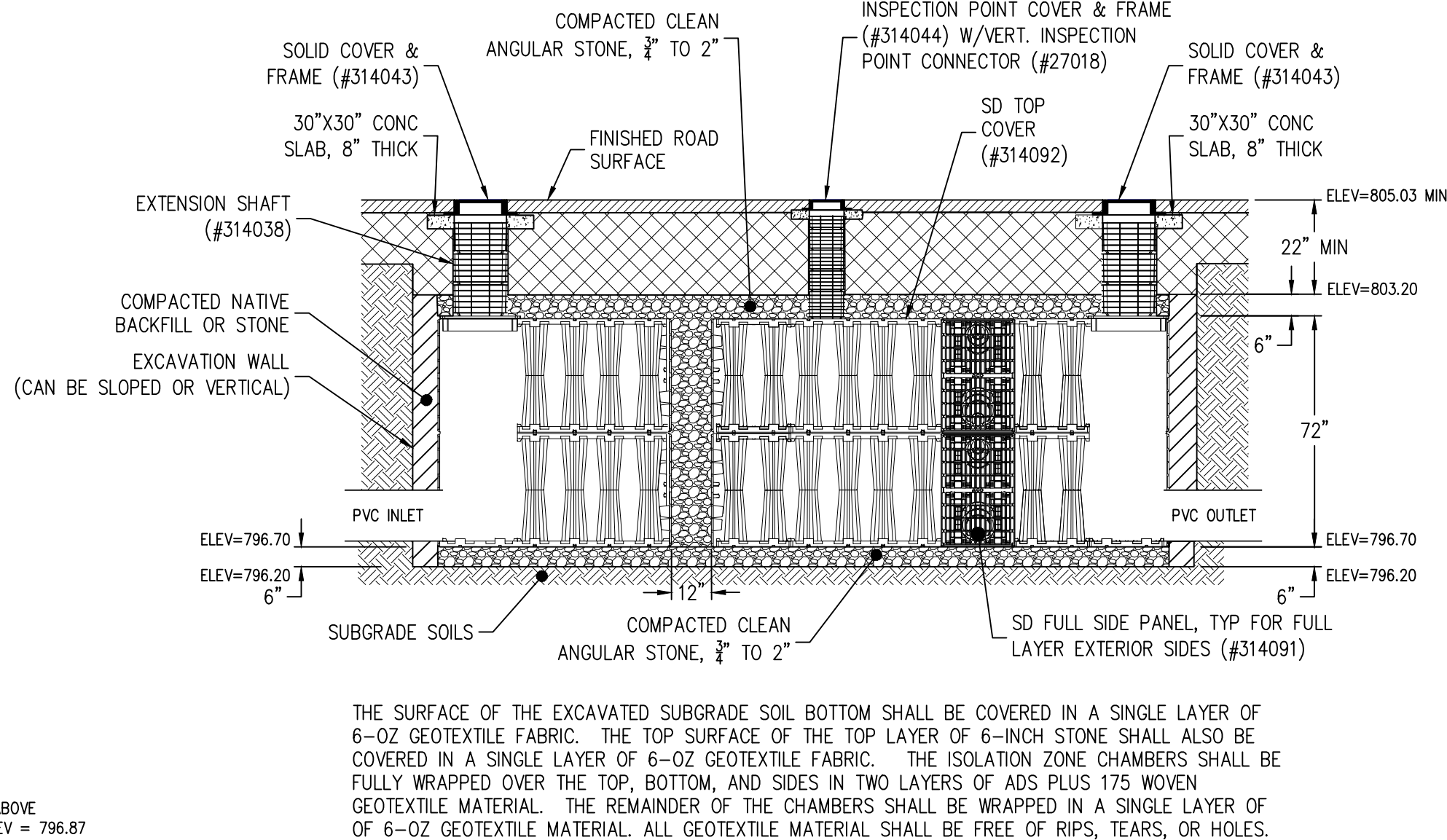


1/4" ALUMINUM PLATE. BOLT HOLES ARE 2" FROM EACH SIDE OF PLATE AND CONNECTED TO THE WALL WITH 1/2" X 2" STAINLESS STEEL BOLTS. BOLTS ARE SET INTO THE WALL WITH EXPANDABLE GROUT.

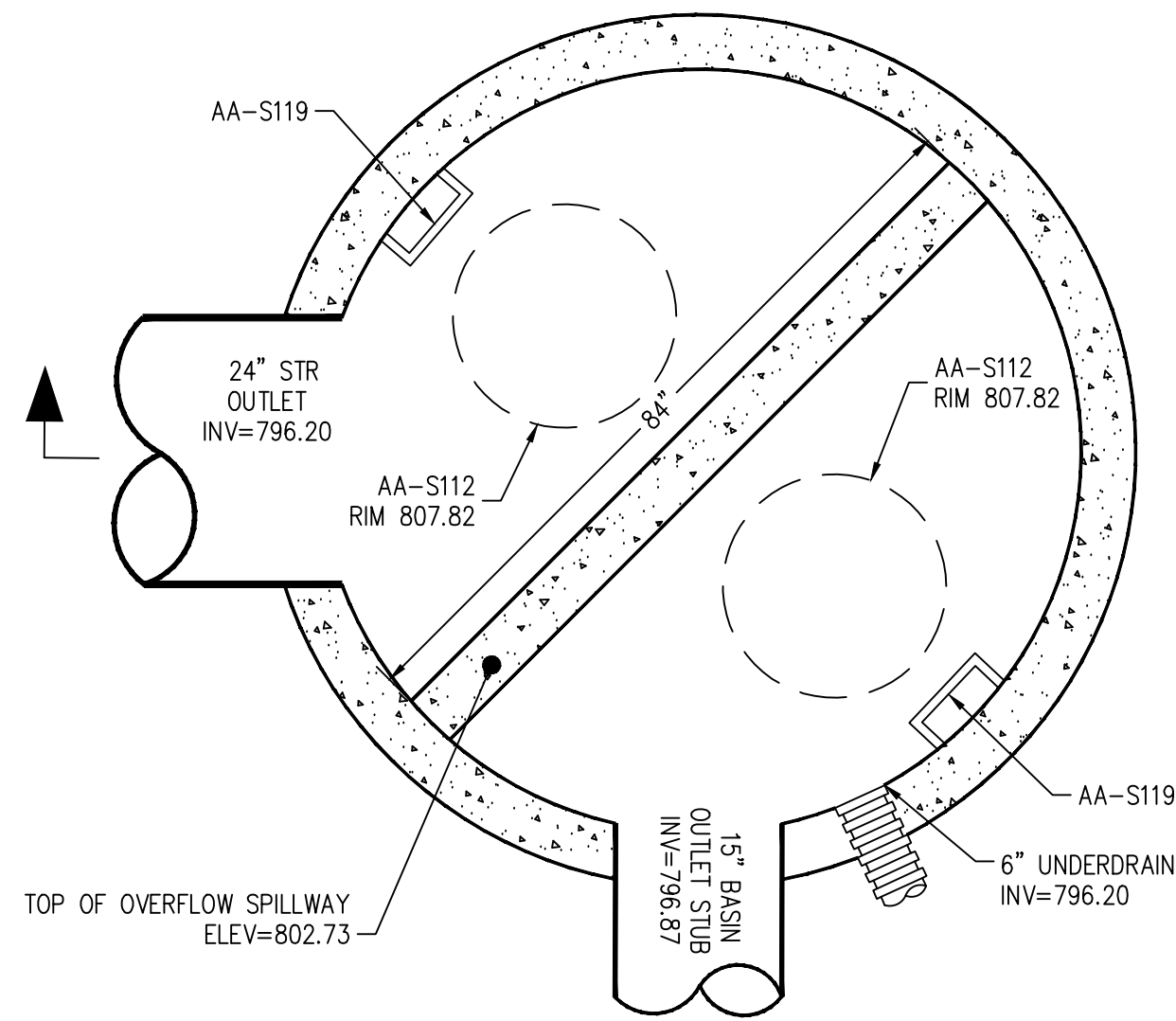
ORIFICE PLATE
NOT TO SCALE



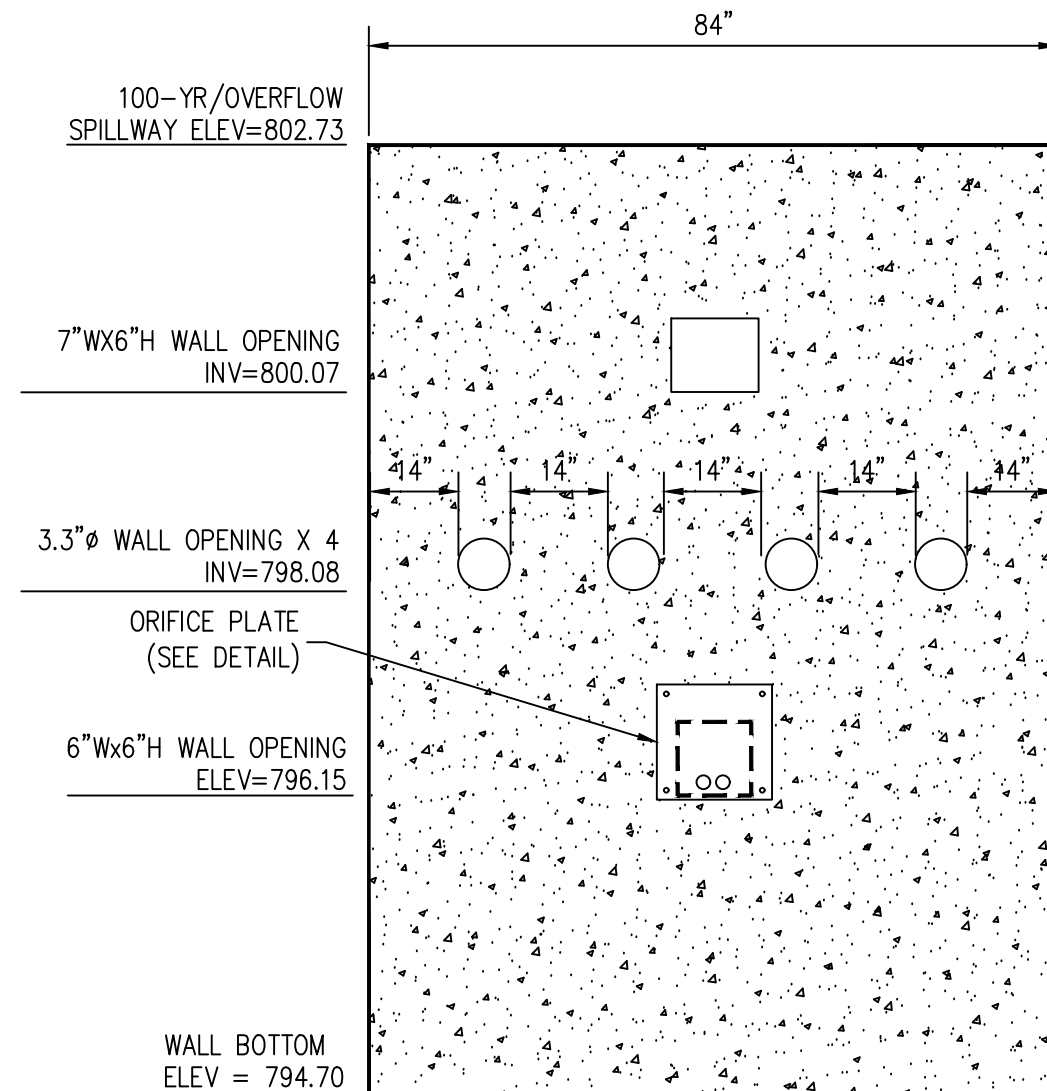
OUTLET STRUCTURE #3 - SECTION VIEW
NOT TO SCALE



STANDARD STORMBRIXX SD TYPICAL CROSS SECTION (2 LAYER)
NOT TO SCALE



OUTLET STRUCTURE #3 - PLAN VIEW
NOT TO SCALE



OUTLET STRUCTURE #3 - ORIFICE WALL
NOT TO SCALE

STORMBRIXX SD NOTES

ALL DESIGN SPECIFICATIONS FOR STORMBRIXX SD CHAMBERS AND ACCESSORIES SHALL BE IN ACCORDANCE WITH THE STORMBRIXX DESIGN MANUAL.

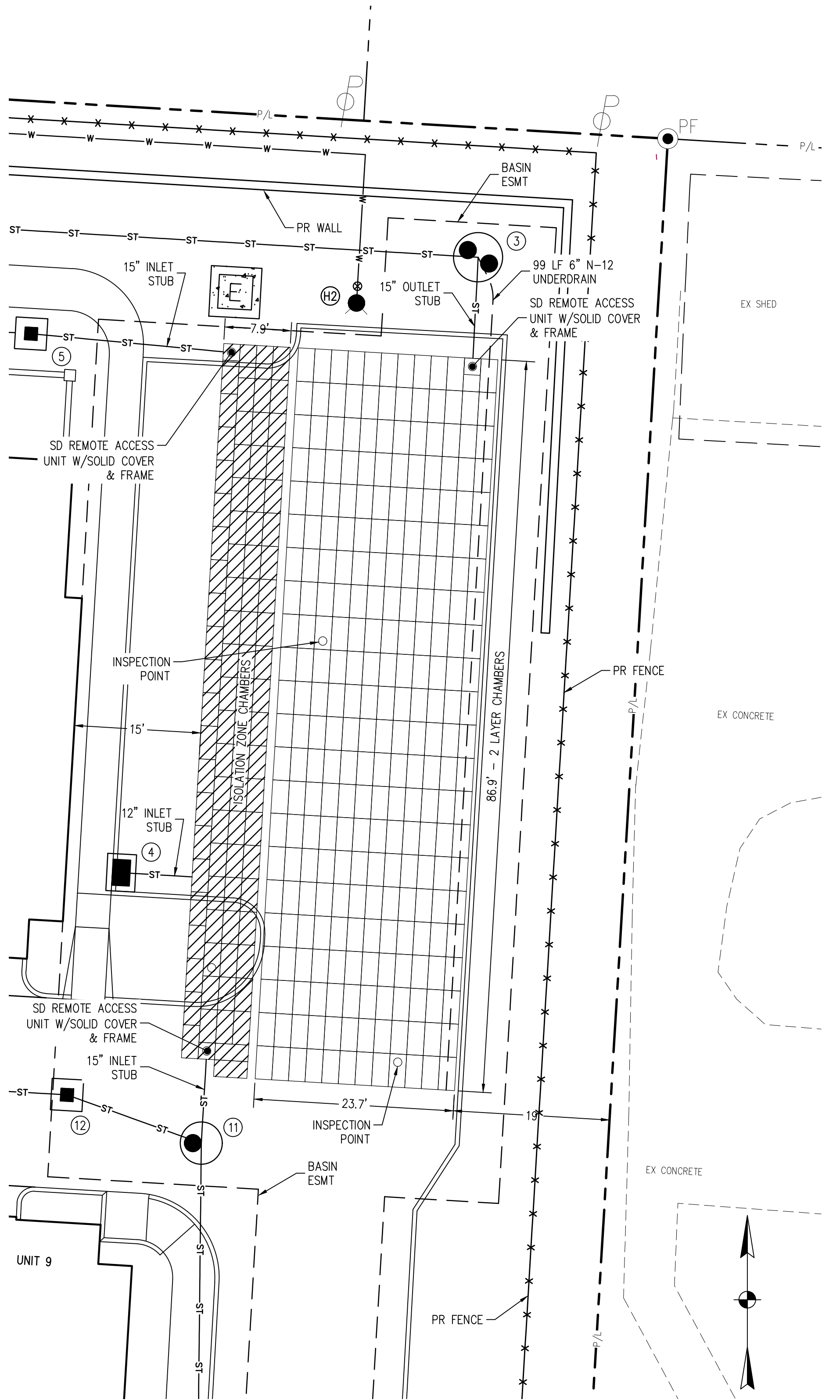
THE INSTALLATION OF STORMBRIXX CHAMBERS SHALL BE IN ACCORDANCE WITH THE LATEST INSTALLATION INSTRUCTIONS.

THE CONTRACTOR IS ADVISED TO REVIEW AND UNDERSTAND THE INSTALLATION INSTRUCTIONS PRIOR TO BEGINNING SYSTEM INSTALLATION. VISIT [HTTPS://ACOSWM.COM/STORMBRIXX/SD/](https://acoswm.com/stormbrixx/sd/) TO RECEIVE A COPY OF THE LATEST INSTALLATION INSTRUCTIONS.

DETENTION AGGREGATE CERTIFICATION NOTE

THE CONTRACTOR TO PROVIDE AGGREGATE SIEVE ANALYSIS FROM THE SUPPLIER TO COLUMBUS INSPECTOR FOR REVIEW. AGGREGATE PROVIDED MUST MEET THE CITY OF COLUMBUS SPECIFICATION ITEM 703.

THE CONTRACTOR SHALL PROVIDE THE CITY CERTIFIED REPORTS FROM A CERTIFIED LABORATORY VERIFYING THE AGGREGATE FOR THE WATER DETENTION LAYERS (A AND B) OF THE STORMWATER DETENTION FACILITY MEETS OR EXCEEDS 40% VOID SPACE.



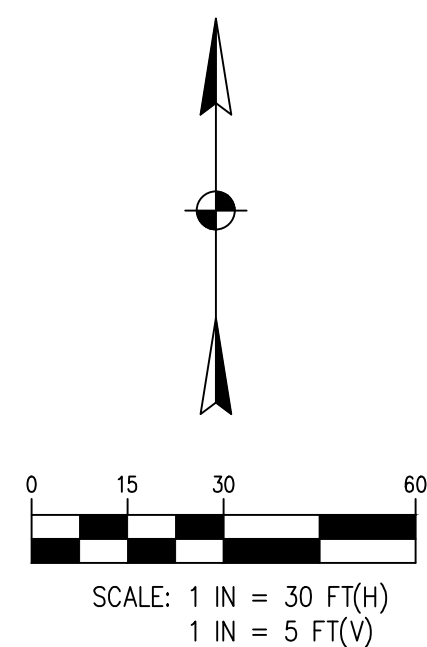
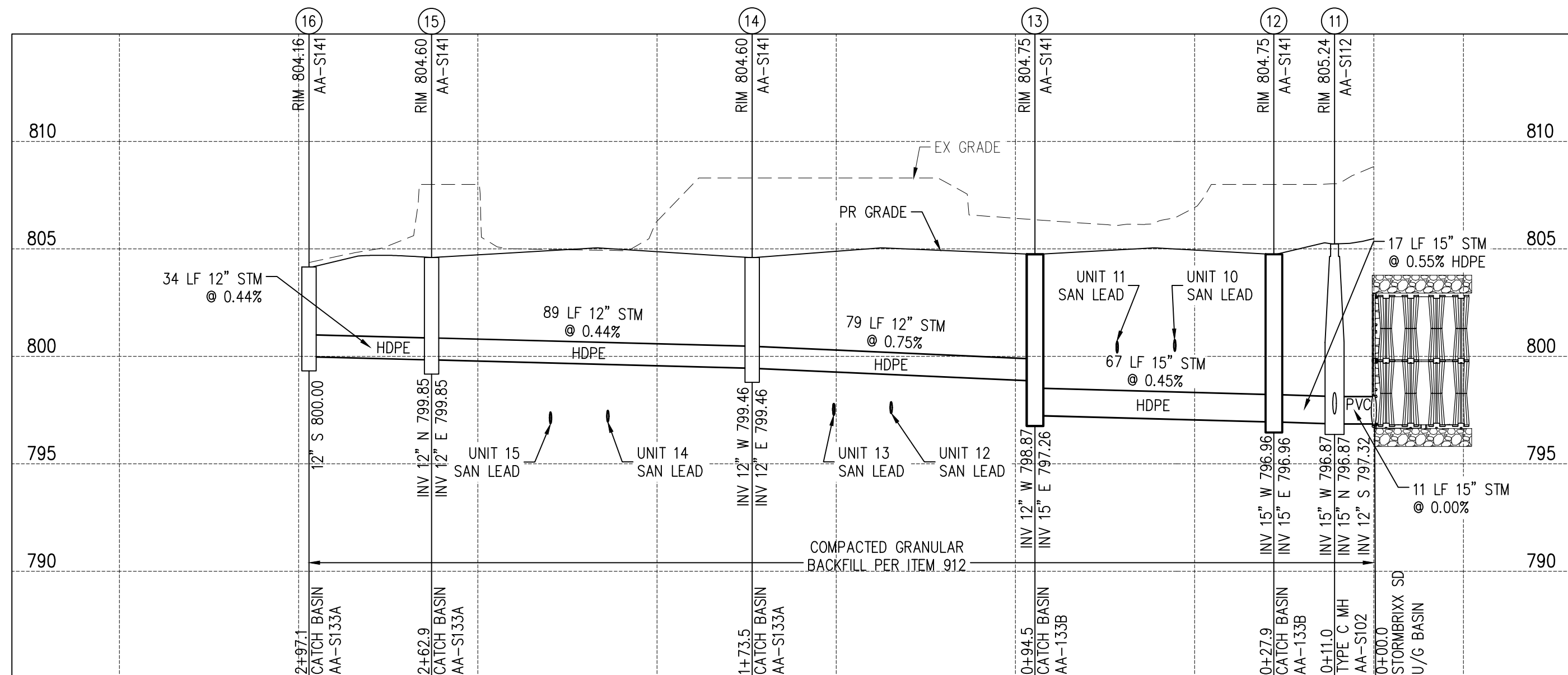
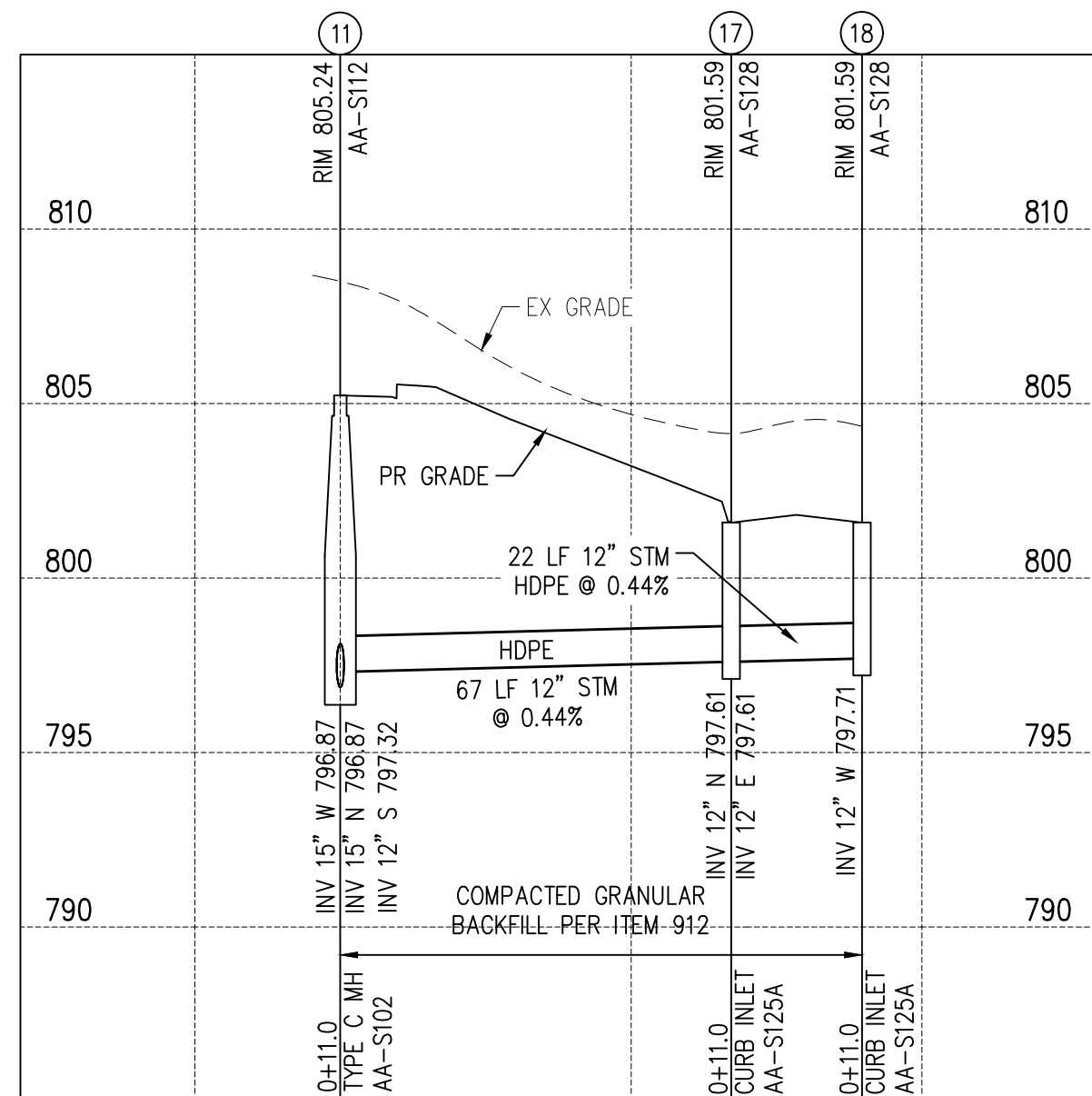
DETAIL - UNDERGROUND DETENTION SYSTEM



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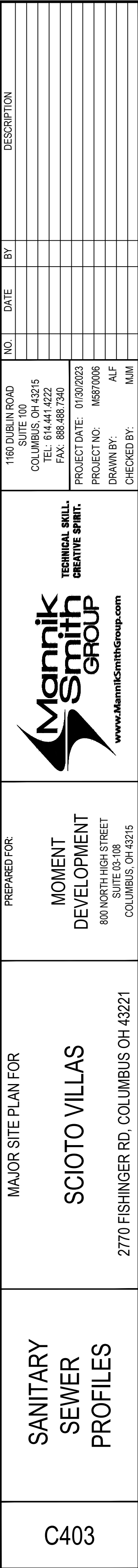
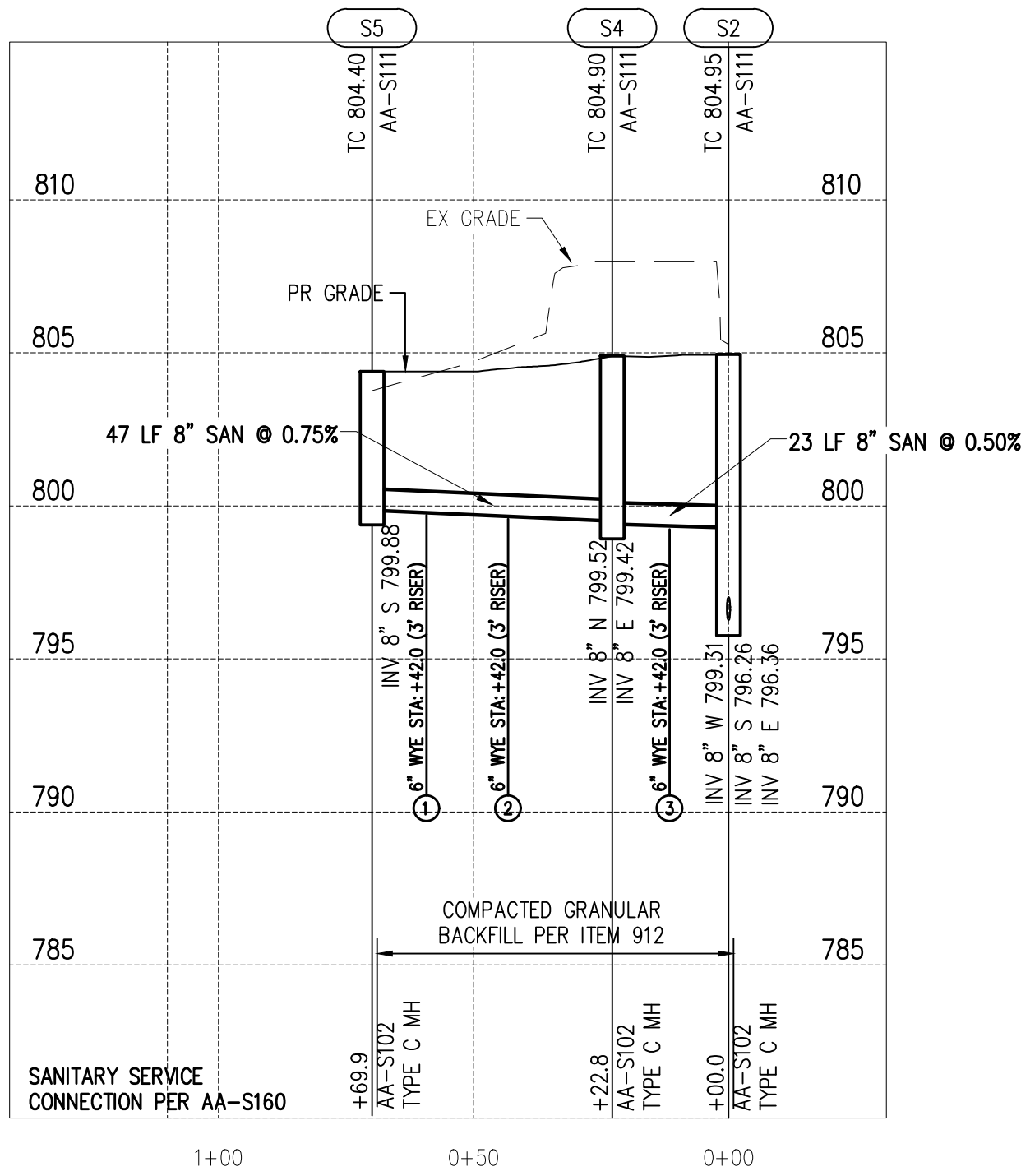
DESCRIPTION	BY	DATE	NO.	PROJECT NO.	PROJECT DATE	PROJECT NO.	PROJECT DATE	PROJECT NO.	PROJECT DATE
1160 DUBLIN ROAD SUITE 100 COLUMBUS, OH 43215 TEL: 614.441.4222 FAX: 614.441.4222				MS870006	01/30/2023	MS870006	01/30/2023	MS870006	01/30/2023
ALF				ALF		ALF		ALF	
MINI				MINI		MINI		MINI	
TECHNICAL SKILL: CREATIVE SPIRIT.									
Mannik Smith Group www.MannikSmithGroup.com									
PREPARED FOR: MOMENT DEVELOPMENT 800 NORTH-HIGH STREET SUITE 03-108 COLUMBUS, OH 43215									
MAJOR SITE PLAN FOR SCIOTO VILLAS 2770 FISHINGER RD., COLUMBUS OH 43221									
DETENTION BASIN DETAILS									
C401									



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MOT GENERAL NOTES

DESIGN
POSTED SPEED LIMIT IS 35-MPH ON FISHINGER ROAD AND 25-MPG ON FAIRLINGTON DRIVE. LANE WIDTH ON FISHINGER ROAD IS 10-FEET.

THE TAPER LENGTH FOR A MERGE ASSOCIATED WITH THE WESTBOUND RIGHT LANE CLOSURE ON FISHINGER ROAD SHALL BE NO LESS THAN 204- FEET. THE EXIT TAPER SHALL BE NO LESS THAN 100- FEET.

ADVANCE WARNING SIGNAGE
SIZE: MINIMUM SIGN SIZE IS 36", INCREASE SIZE TO 48" ON ROADWAYS WITH POSTED SPEED EQUAL TO OR GREATER THAN 45 MPH OR ON ARTERIAL ROADWAYS WITH 4 LANES OR MORE. ONE-WAY STREETS REQUIRE SIGNS POSTED ON BOTH SIDES OF ROADWAY.

SPACING: SPACING BETWEEN SIGNS IS 100' FOR SPEEDS LESS THAN OR EQUAL TO 40 MPH. FIRST SIGN IN SERIES IS PLACED 100' OR 350' PRIOR TO THE FIRST DRUM OR DEVICE. MAINTAIN 200' CLEARANCE FROM EXISTING SIGNAGE WHENEVER POSSIBLE. INSTALL TYPE A LOW INTENSITY FLASHING LIGHTS ON SIGNS AS DIRECTED BY THE OMUTD PART 6 SECTION 6F-83, CURRENT EDITION, WHEN TEMPORARY TRAFFIC CONTROL DEVICES ARE USED FOR NIGHTTIME ROADWAY AND PEDESTRIAN MAINTENANCE OF TRAFFIC CONTROL SETUPS.

CONFLICTING SIGNS: REMOVE OR COVER EXISTING SIGNS LOCATED WITHIN 250' OF FIRST WARNING SIGN AND ALL CONFLICTING SIGNS WITHIN WORK ZONE. END ROAD WORK SIGNS, G-20-2, SHALL ONLY BE USED WHEN CONSTRUCTION EXCEEDS 180 DAYS, AS WHEN SHOWN IN A ROADWAY MAINTENANCE OF TRAFFIC PLAN, OR AS DIRECTED BY THE ENGINEER.

CHANNELIZING DEVICES
DRUMS: DRUMS SHALL HAVE TYPE C OR TYPE D 360 DEGREE STEADY BURN WARNING LIGHTS FOR USE AT NIGHT. DURING DAYTIME OPERATIONS 42" CHANNELIZING DEVICES MAY BE SUBSTITUTED FOR DRUMS WITH THE PERMISSION OF THE ENGINEER.

DEVICE SPACING: 40' ON TANGENTS, 20' TAPERS, 6' TO 8' ON RADII 10' MINIMUM LANE WIDTHS SHALL BE MAINTAINED. A MINIMUM OF 5 DRUMS SHALL BE USED TO CLOSE THE UPSTREAM SHOULDER.

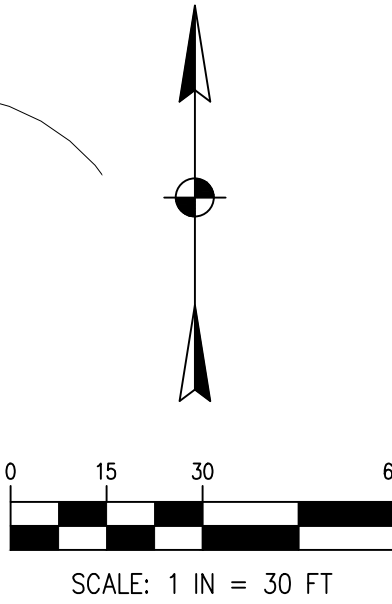
DRUM MOUNTED SIGNS: CONTRACTOR MAY USE A POLYPROPYLENE FLUTED SHEET FOR SIGNING WHEN PLACING ON TOP OF DRUMS. SIGNS SHALL BE ATTACHED TO THE DRUMS USING APPROPRIATE HARDWARE. ONLY "KEEP RIGHT", "ONE-WAY", AND TURN RESTRICTION SIGNS SHALL BE POSTED ON TOP OF DRUMS.

ALL SIGNS SHALL MAINTAIN RETROREFLECTIVITY. SIGN SUBSTRATE SHALL CONFORM TO FHWA SIGN SUBSTRATES FOR PLASTIC DRUMS AND WORK ZONE ACCEPTANCE LETTER WZ-45 "CRASHWORTHY WORK ZONE DEVICES" AS OF OCTOBER 1, 2000.

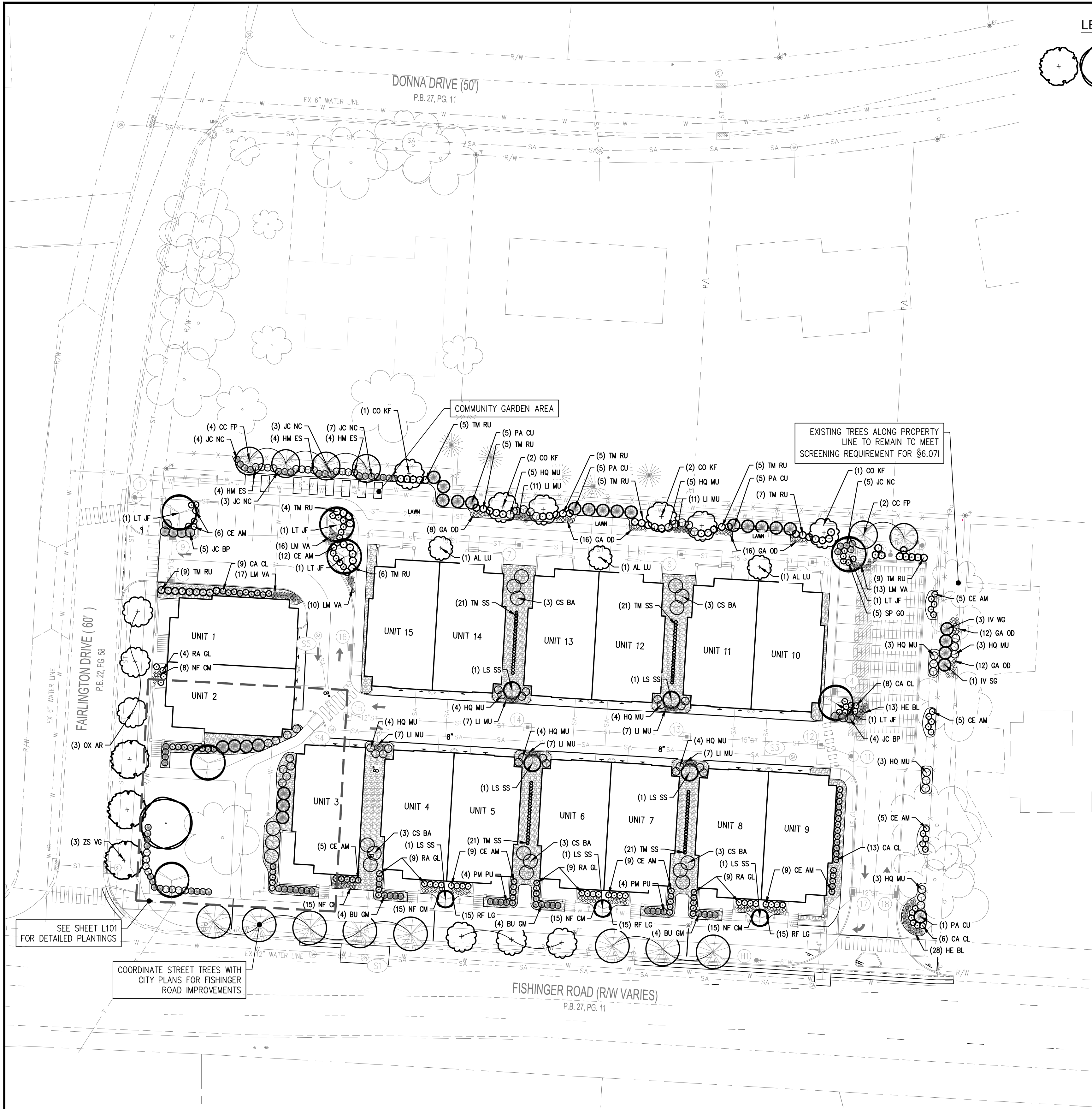
LEGEND

- TEMPORARY SIGN
- FLASHING ARROW PANNEL (F.A.P.)
- DRUM
- WORK AREA

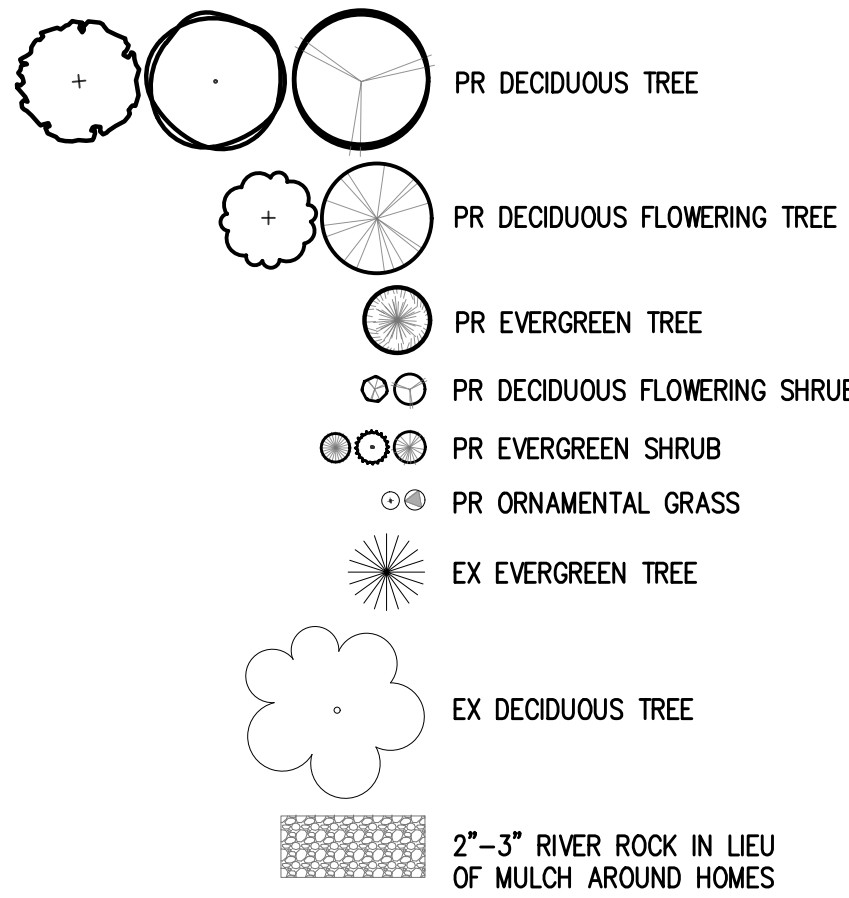
OHIO
Utilities Protection
SERVICE
811 or
1-800-362-2764
Call Before You Dig



DESCRIPTION		BY	DATE	NO.	1160 DUBLIN ROAD SUITE 100 COLUMBUS, OH 43215 TEL: 614.441.4222 FAX: 888.688.7340		PROJECT NO: 1587006	ALF	NUM
MAJOR SITE PLAN FOR		MOMENT DEVELOPMENT		SCIO TO VILLAS		2770 FISHINGER RD, COLUMBUS OH 43221		C501	
MAINTENANCE OF TRAFFIC		C501		C501		C501		C501	



LEGEND



LANDSCAPE CODE REQUIREMENTS

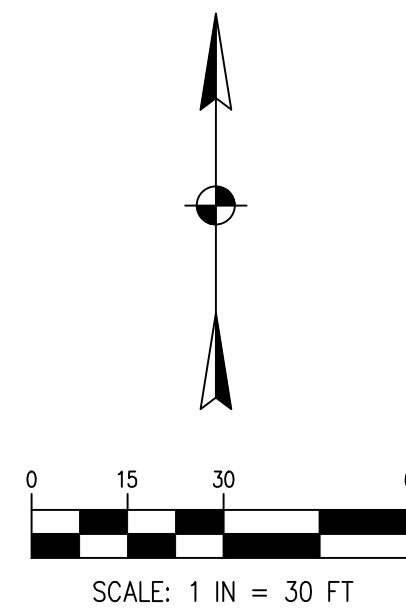
REQUIRED:	PROVIDED:
UPPER ARLINGTON CODE OF ORDINANCES – RCD ZONING	
6.07E RECOMMENDED TREE LIST AND SIZES IN TABLE 6–J	PLANTS WITHIN DEVELOPMENT WILL FOLLOW STANDARDS SET FORTH IN TABLE 6–J
6.07F 1 TREE REQUIRED WITHIN R/W OF TYPE A OR B FOR EVERY 25' OF FRONTAGE. TREES CAN BE PLANTED IN SIDE OR REAR YARDS AS TYPE C OR D TREES	607' OF FRONTAGE ON FISHINGER BLVD AND FAIRLINGTON DR COMBINED 607/25=25 STREET TREES REQUIRED 17 PROVIDED WITH 8 TYPE C OR D TREES IN SIDE/REAR YARDS.
6.07G ALL BUILDING FACADES FRONTING ON A PUBLIC STREET OR PLAZA WHERE THE BUILDING IS MORE THAN 4' FROM THE SIDEWALK, SHALL HAVE CONTINUOUS FOUNDATION PLANTINGS CONSISTING OF TYPE G OR H PLANTS.	PROVIDED ALONG FISHINGER BLVD, FAIRLINGTON DR.
6.07I ANY PROPERTY WITHIN A MULTI-FAMILY RESIDENTIAL DISTRICT SHALL PROVIDE A 10' BUFFER INCLUDING THE FOLLOWING: 1 – FENCE OR WALL 6' IN HEIGHT (REDUCED TO 3.5' IN HEIGHT IN FRONT OF ADJACENT RESIDENCES). 2 – SCREENING CONSISTING OF 1 TYPE G OR H PLANT EVERY 3'. 3 – AT LEAST 1 A, B, C, OR D TYPE TREE EVERY 20' WITHIN THE LANDSCAPE BUFFER.	6' FENCE WITH TYPE G OR H PLANT EVERY 3' AND 1 TYPE A,B,C, OR D TREE EVERY 20' PROVIDED 372' OF FENCE ON NORTH SIDE= 19 TREES REQUIRED 27 TREES PROVIDED INCLUDING EXISTING AN ADDITIONAL 8 TREES TO MEET 6.07F 194' OF FENCE ON EAST SIDE = 10 TREES REQUIRED 7 EXISTING TREES ALONG PROPERTY LINE, 3 ADDITIONAL TREES PROPOSED
6.07J1 LANDSCAPE ISLAND REQUIRED EVERY 10 SPACES WITH A MINIMUM WIDTH OF 8' AND SHALL INCLUDE AT LEAST 1 TYPE A, B, OR C TREE WITH ADDITIONAL SHRUBBERY OR HEDGES	PARKING STALL RUNS LIMITED TO LESS THAN 10 SPACES, ISLANDS MEET MINIMUM 8' WIDTH AND ARE PLANTED WITH A TYPE A, B, OR C TREE WITH ADDITIONAL SHRUBBERY
6.07J2 INTERIOR LANDSCAPE REQUIRED AT A RATE OF 8% OF THE PARKING AREA	17,024 SF OF PARKING LOT X 8% = 1,362 SF REQUIRED 1,742 SF PROVIDED
6.07J4 MINIMUM BUFFER OF 10' REQUIRED BETWEEN A PARKING LOT AND R/W – BUFFER MUST CONSIST OF TYPE G PLANTS ALONG THE ENTIRE LENGTH PLUS 1 TYPE A TREE EVERY 20'	PROVIDED ADJACENT TO PARKING ALONG FAIRLINGTON

LANDSCAPE TREE LIST

ABRV.	SCIENTIFIC NAME	COMMON NAME	SIZE	REMARKS	TYPE
AL LU	MAGNOLIA VIRGINIANA 'JIM WILSON'	MOONGLOW SWEETBAY MAGNOLIA	7" HEIGHT	B&B	ORN. DEC. TREE
CC FP	CERCIS CANADENSIS 'FOREST PANSY'	FOREST PANSY REDBUD	7" HEIGHT	B&B	ORN. DEC. TREE
CO KF	CORNUS X 'KF111-1' PP #22,219	HYPERION DOGWOOD	7" HEIGHT	B&B	ORN. DEC. TREE
IV SG	ILEX VERTICILLATA 'SOUTHERN GENTLEMAN'	SOUTHERN GENTLEMAN WINTERBERRY	4' HEIGHT	CONTAINER	EVERGREEN TREE
IV WG	ILEX VERTICILLATA 'WINTER GOLD'	WINTER GOLD WINTERBERRY	4' HEIGHT	CONTAINER	EVERGREEN TREE
LT JF	LIRIODENDRON TULIPIFERA 'JFS-OZ'	EMERALD CITY TULIP TREE	2" CALIPER	B&B	DECIDUOUS TREE
LS SS	LIQUIDAMBAR STYRACIFLUA 'SLENDER SILHOUETTE'	SLENDER SILHOUETTE SWEETGRUM	2" CALIPER	B&B	DECIDUOUS TREE
OX AR	TILIA AMERICANA 'FASTIGIATA'	'FASTIGIATA' AMERICAN LINDEN	2" CALIPER	B&B	DECIDUOUS TREE
PA CU	PICEA ABIES 'CUPRESSINA'	COLUMNAR NORWAY SPRUCE	7" HEIGHT	B&B	EVERGREEN TREE
QU AL	QUERCUS BICOLOR	SWAMP WHITE OAK	3" CALIPER	B&B	DECIDUOUS TREE
ZS VG	ZELKOVA SERRATA 'VILLAGE GREEN'	VILLAGE GREEN ZELKOVA	2" CALIPER	B&B	DECIDUOUS TREE

LANDSCAPE PLANT LIST

ABRV.	SCIENTIFIC NAME	COMMON NAME	SIZE	REMARKS	TYPE
BU GM	BUXUS 'GREEN MOUNTAIN'	GREEN MOUNTAIN BOXWOOD	36" HEIGHT	CONTAINER	EVERGREEN SHRUB
CA CL	CARYOPTERIS X CLANDONESIS 'DARK KNIGHT'	DARK KNIGHT BLUEBEARD	24" HEIGHT	CONTAINER	DECIDUOUS SHRUB
CE AM	CEANOTHUS AMERICANUS	NEW JERSEY TEA	24" HEIGHT	CONTAINER	DECIDUOUS SHRUB
CS BA	CORNUS SERICEA 'BAILEY'	BAILEY'S RED TWIG DOGWOOD	30" HEIGHT	CONTAINER	DECIDUOUS SHRUB
GA OD	GALIUM ODORATUM	SWEET WOODRUFF	12" SPREAD	CONTAINER	PERENNIAL GROUNDCOVER
HE BL	HEMEROCALLIS 'BELA LUGOSI'	BELA LUGOSI DAYLILY	18" HEIGHT	CONTAINER	FLOWERING PERENNIAL
HM ES	HYDRANGEA PANICULATA 'BOKRAPLUME'	MAGICAL FIRE HYDRANGEA	24" HEIGHT	CONTAINER	DECIDUOUS SHRUB
HQ MU	HYDRANGEA QUERCIFOLIA 'MUNCHKIN'	MUNCHKIN OAKLEAF HYDRANGEA	24" HEIGHT	CONTAINER	DECIDUOUS SHRUB
JC BP	JUNIPERUS CONFERTA 'BLUE PACIFIC'	BLUE PACIFIC SHORE JUNIPER	24" SPREAD	CONTAINER	EVERGREEN GROUNDCOVER
JH PC	JUNIPERUS CHINENSIS 'NICK'S COMPACT'	NICK'S COMPACT JUNIPER	24" HEIGHT	CONTAINER	EVERGREEN SHRUB
JH PC	JUNIPERUS HORIZONTALIS 'PLUMOSA COMPACTA'	PLUMOSA COMPACT ANDORRA JUNIPER	24" HEIGHT	CONTAINER	EVERGREEN SHRUB
LI MU	LIRIOPE MUSCARI 'BIG BLUE'	BIG BLUE LIRIOPE	12" SPREAD	CONTAINER	ORNAMENTAL GRASS
LM VA	LIRIOPE MUSCARI 'VARIEGATA'	VARIEGATED LIRIOPE	12" SPREAD	CONTAINER	ORNAMENTAL GRASS
NF CM	NEPETA FAASENII 'WALKER'S LOW'	WALKER'S LOW CATMINT	12" HEIGHT	CONTAINER	FLOWERING PERENNIAL
PM PU	PICEA ABIES 'NIDIFORMIS'	NEST SPRUCE	2 GALLON	CONTAINER	EVERGREEN SHRUB
RA GL	RHUS AROMATICA 'GRO LOW'	GRO LOW FRAGRANT SUMAC	2 GALLON	CONTAINER	DECIDUOUS SHRUB
RF LG	RUDBECKIA FULGIDA 'LITTLE GOLDSTAR'	LITTLE GOLDSTAR BLACK-EYED SUSAN	12" HEIGHT	CONTAINER	FLOWERING PERENNIAL
SP GO	SPIREA JAPONICA 'GOLDMOUND'	GOLDMOUND SPIREA	24" HEIGHT	CONTAINER	DECIDUOUS SHRUB
TM SS	TAXUS X MEDIA 'STONEHENGE SKINNY'	STONEHENGE SKINNY YEW	4" HEIGHT	CONTAINER	EVERGREEN SHRUB
TM RU	TAXUS X MEDIA 'RUNYAN'	RUNYAN YEW	36" HEIGHT	CONTAINER	EVERGREEN SHRUB



DESCRIPTION

NO.

DATE

BY

1160 DUBLIN ROAD
SUITE 100
COLUMBUS, OH 43215
TEL: 614.441.4222
FAX: 888.688.7340

PROJECT DATE: 01/30/2023
PROJECT NO: MS870006
DRAWN BY: ALF
CHECKED BY: NUM

TECHNICAL SKILL:
CREATIVE SPIRIT.

www.MannikSmithGroup.com

PREPARED FOR:

MAJOR SITE PLAN FOR

MOMENT
DEVELOPMENT
800 NORTH-HIGH STREET
SUITE 03-108
COLUMBUS, OH 43215

LANDSCAPE
PLAN

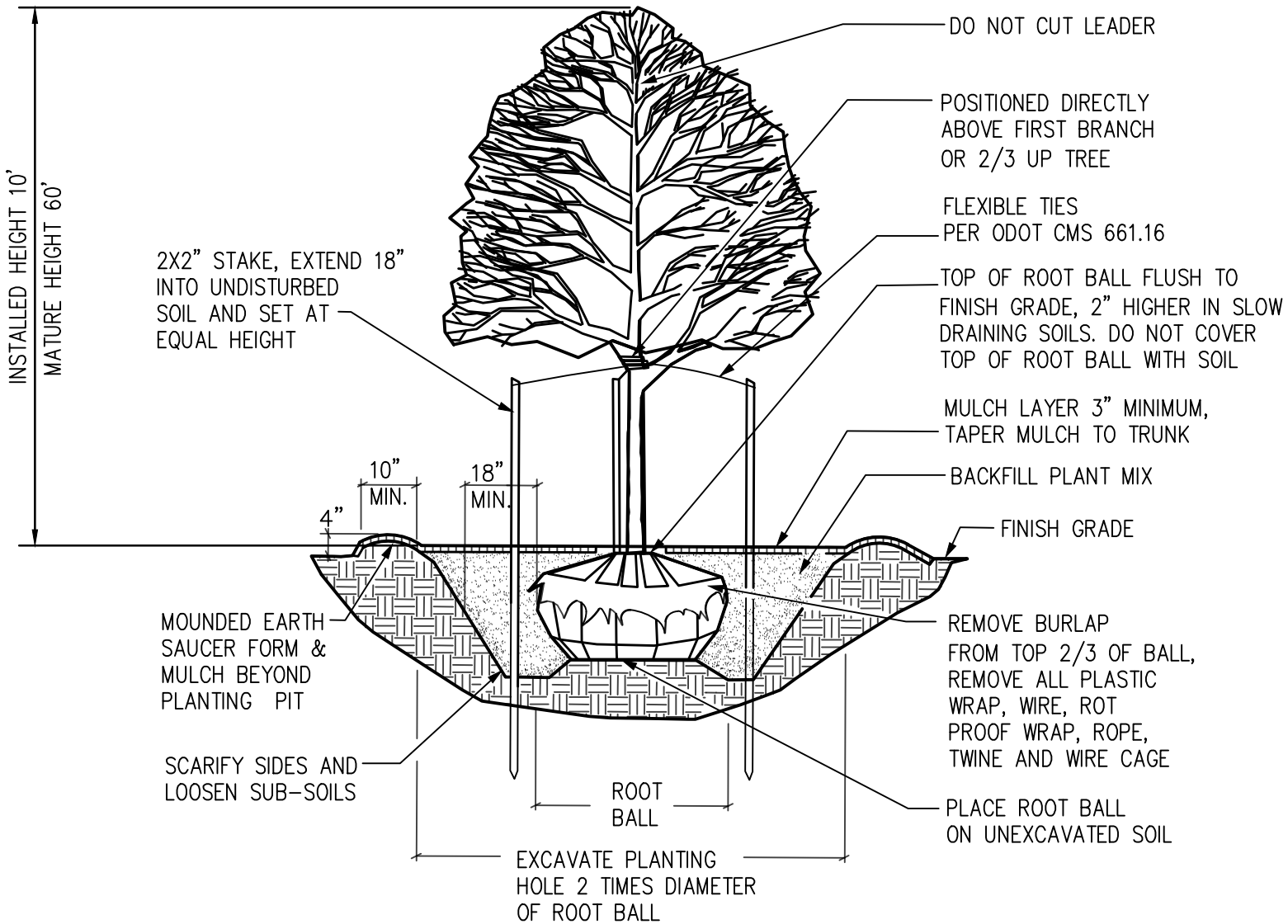
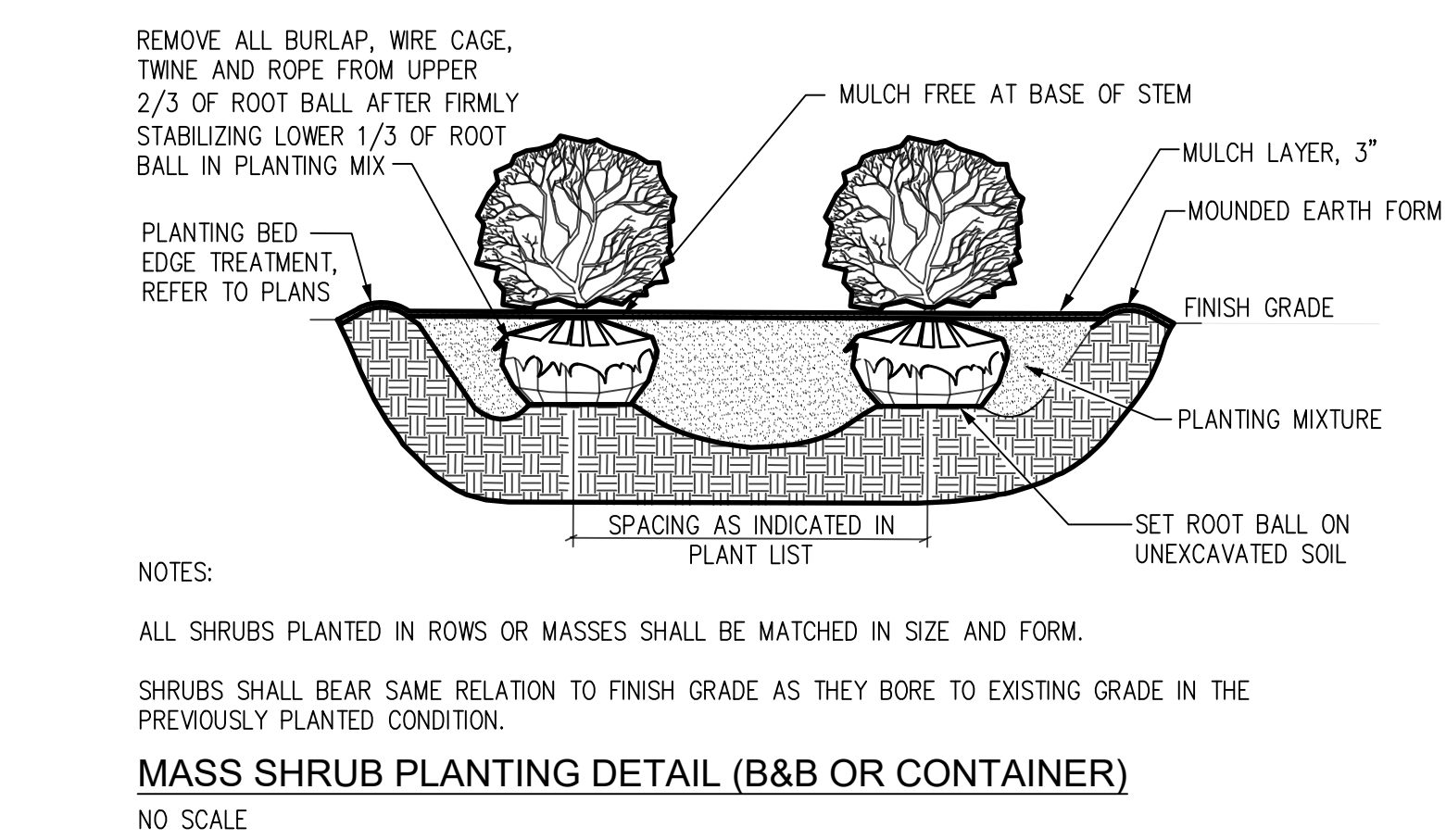
SCIOTO VILLAS

2770 FISHINGER RD, COLUMBUS OH 43221

L100

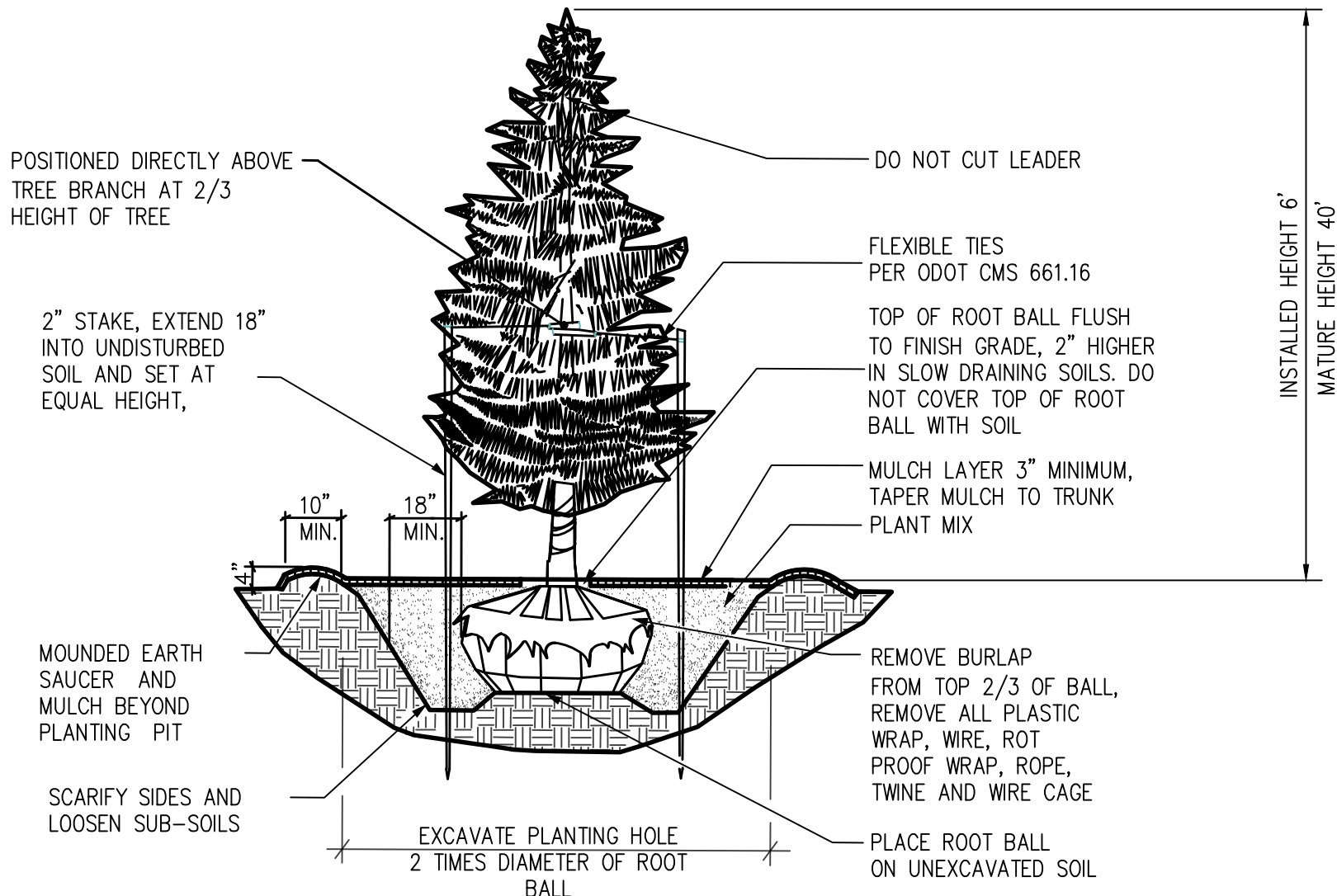
LANDSCAPE PLANTING NOTES

1. THE CONTRACTOR SHALL PROVIDE A ONE YEAR WARRANTY ON ALL PLANTS AND VEGETATION PROPOSED ON THE LANDSCAPING PLAN. ANY TREES, SHRUBS, GROUND COVER OR OTHER VEGETATION PLANTED AS PART OF THIS PROJECT THAT DO NOT SURVIVE ONE YEAR FROM PLANTING SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING AND COORDINATING WITH ALL PERTINENT UTILITY COMPANIES THREE WORKING DAYS IN ADVANCE OF ANY DIGGING. THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR ANY COST INCURRED DUE TO DAMAGE OF ANY UTILITIES.
3. REFER TO THE LANDSCAPE PLAN FOR ADDITIONAL NOTES. LANDSCAPE IMPROVEMENTS SHALL CONFORM TO THE LATEST EDITION OF ODOT CONSTRUCTION SPECIFICATIONS.
4. ALL PLANTING MATERIALS: SHALL BE PLANTED PER ODOT SPECIFICATIONS. EXISTING TREES TO REMAIN SHALL BE PRUNED TO REMOVE BROKEN, LOW HANGING AND OTHER UNDESIRABLE GROWTH TO ENSURE HEALTHY AND SYMMETRICAL NEW GROWTH.
5. PLANTING BEDS. ONE MONTH BEFORE CULTIVATION AND AFTER DAYTIME TEMPERATURES HAVE WARMED TO 60° CONSISTENTLY, TREAT ALL PLANTING BEDS THAT ARE TO BE DEVELOPED IN AREAS OF EXISTING TURF WITH PRE-EMERGENT AND POST-EMERGENT TYPE HERBICIDES. USE A STATE-LICENSED PESTICIDE APPLICATOR TO APPLY THE HERBICIDE. REPEAT HERBICIDE APPLICATION TWO WEEKS LATER AND UNTIL ALL HERBACEOUS MATERIALS HAVE BEEN KILLED. BEFORE PLANTING. TOP DRESS ALL PLANTING BEDS WITH A MINIMUM OF 6 INCHES OF BACKFILL MIX, THEN CULTIVATE PLANTING AREA TO A DEPTH OF 6 INCHES USING A PLOW, DISC, OR ROTO-TILLER.
6. BACKFILL MIX. FOR ALL PLANTINGS, USE BACKFILL MIX CONSISTING OF THE FOLLOWING:
A. ONE PART EXCAVATED SOIL.
B. ONE PART TOPSOIL.
C. ONE PART EPA RATED CLASS IV COMPOST.
D. A SLOW RELEASE COMMERCIAL FERTILIZER (0-20-20 OR EQUAL) ADDED AT A RATE OF 5 POUNDS PER CUBIC YARD TO THE BACKFILL MIX.
E. IF SOIL AREAS ARE OF HIGH PH (GREATER THAN 6.5), APPLY 1.25 POUNDS OF ELEMENTAL SULFUR PER CUBIC YARD OF BACKFILL MIX.
- NOTE: CONTRACTOR SHALL SUPPLY A DETAILED SOIL ANALYSIS PRIOR TO ALL PLANT BED PREPARATION. ANALYSIS SHALL INDICATE SOIL PH, TEXTURE, MAJOR NUTRIENTS, SALTS, ETC. SOIL ANALYSIS SHALL BE FROM A REPUTABLE, INDEPENDENT LAB. SOIL AMENDMENTS SHALL BE INCORPORATED INTO BACKFILL/PLANT MIX AS RECOMMENDED BY THE INDEPENDENT LAB.
7. MULCH. SMOOTH AND SHAPE THE BACKFILL MIX TO FORM A SHALLOW BASIN SLIGHTLY LARGER THAN THE PLANTING HOLE. MULCH ALL PLANTING AREAS WITH A LAYER OF FINELY SHREDDED HARDWOOD BARK OF UNIFORM TEXTURE & SIZE. PLANTS GROUPED IN MASSES SHALL HAVE THE ENTIRE CONTIGUOUS PLANTING BED OR ISLAND MULCHED. USE SHREDDED HARDWOOD BARK AGED MIN. ONE YEAR. RAKE AND SMOOTH THE ENTIRE AREA OF THE PLANTING BEDS, MULCH TO A DEPTH OF 3 INCHES. AFTER MULCHING AND BEFORE WATERING, ADD A SLOW RELEASE COMMERCIAL FERTILIZER (12-12-12 OR EQUAL), IN GRANULAR FORM, TO THE TOP OF THE MULCH AT A RATE OF 5 POUNDS PER 1000 SQUARE FEET. DO NOT ALLOW FERTILIZER TO CONTACT THE STEMS, BRANCHES, ROOTS OR LEAVES.
8. PERIOD OF ESTABLISHMENT. BEFORE FINAL INSPECTION, PLACE ALL PLANTS AND CARE FOR THEM FOR A PERIOD OF ESTABLISHMENT. THE PERIOD OF ESTABLISHMENT BEGINS IMMEDIATELY UPON COMPLETION OF THE PLANTING OPERATIONS AND CONTINUES UNTIL OCTOBER 1. THE MINIMUM PERIOD OF ESTABLISHMENT IS ONE GROWING SEASON, JUNE 1 THROUGH OCTOBER 1. DURING THE PERIOD OF ESTABLISHMENT, FOLLOW STANDARD HORTICULTURAL PRACTICES TO ENSURE THE VIGOR AND GROWTH OF THE TRANSPLANTED MATERIAL. WATER, REMULCH, RESTAKE, GUY, AND CULTIVATE AS NECESSARY. PERFORM AT LEAST TWO WEEDING AND MOWING PROGRAMS (AROUND TREES, GUY STAKES, SHRUBS, AND BED EDGES) OF SUCH INTENSITY AS TO COMPLETELY RID THE PLANTED AND MULCHED AREAS OF WEEDS AND GRASSES. BEGIN THE FIRST PROGRAM ON OR ABOUT JUNE 15 AND THE SECOND APPROXIMATELY 8 WEEKS LATER. ON OR ABOUT AUGUST 15, THE ENGINEER WILL INSPECT THE PLANTING AND SUPPLY THE CONTRACTOR WITH A LIST OF MISSING AND DEAD PLANTS AND THOSE THAT HAVE DIED BACK BEYOND NORMAL PRUNING LINES. REPLANT AS REQUIRED ACCORDING TO THE SPECIFICATIONS OF THE ORIGINAL MATERIAL. REPLACEMENT PLANTS ARE SUBJECT TO A NEW PERIOD OF ESTABLISHMENT. IMMEDIATELY REPLACE PLANTS PLANTED INITIALLY IN THE FALL THAT HAVE DIED BEFORE THE SPRING PLANTING SEASON. CARE FOR THE REPLACEMENT PLANTS DURING THE NEW ESTABLISHMENT PERIOD.
9. RESTORATION OF DISTURBED AREAS FOR NEW LAWN:
ALL DISTURBED AREAS NOT COVERED BY BUILDING, PAVEMENT OR LANDSCAPE PLANTING BEDS SHALL BE PREPARED FOR GRASS SEED AND SEEDED. LOOSEN RUTS AND WORK THE SOIL AREAS TO A MINIMUM OF 6" DEEP PRIOR TO FINE GRADING AND SEEDING WORK. AREAS TO RECEIVE GRASS SEED SHALL HAVE A MIN. 4" TOPSOIL PLACED, SEEDED AND A STRAW/MULCH BLANKET COVER PLACED OVER THE SEEDED AREAS PER ODOT SPECIFICATIONS. FERTILIZE WITH ONE POUND OF ACTUAL NITROGEN PER 1000 SQUARE FEET WITH A SLOW RELEASE COMMERCIAL STARTER FERTILIZER (LESCO 18-24-12 OR EQUAL).
10. LANDSCAPE TREES, SHRUBS AND PERENNIAL WATERING:
THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, DELIVERING, APPLYING, MEASURING AND SCHEDULING A SUFFICIENT AMOUNT OF WATER NECESSARY TO KEEP EACH PLANT IN A HEALTHY GROWING CONDITION THROUGHOUT THE PERIOD OF ESTABLISHMENT. THE CONTRACTOR SHALL APPLY 1" OF WATER PER WEEK TO ALL NEW PLANTS. THE CONTRACTOR SHALL INSTALL & MAINTAIN SUPPLEMENTAL DRIP WATERING TREE BAGS (SUCH AS 20 GALLON TREE GATOR WATER BAG) TO PROVIDE ADEQUATE, SLOW RELEASE OF WATER. WATER BAGS SHALL BE REMOVED AT THE END OF THE SECOND GROWING SEASON.
11. TURF GROUNDCOVER (SODDING, SEEDING AND SEED MULCHING):
ALL SEEDING INSTALLATION SHALL CONFORM TO ODOT SPECIFICATIONS AND NOTE 9 ABOVE. SEED AT 6 LBS/1000 SF WITH THE FOLLOWING SEED MIXTURE (ODOT LAWN BLEND):
KENTUCKY 31 TALL FESCUE 40%
PERENNIAL RYE 30%
KENTUCKY BLUEGRASS 30%



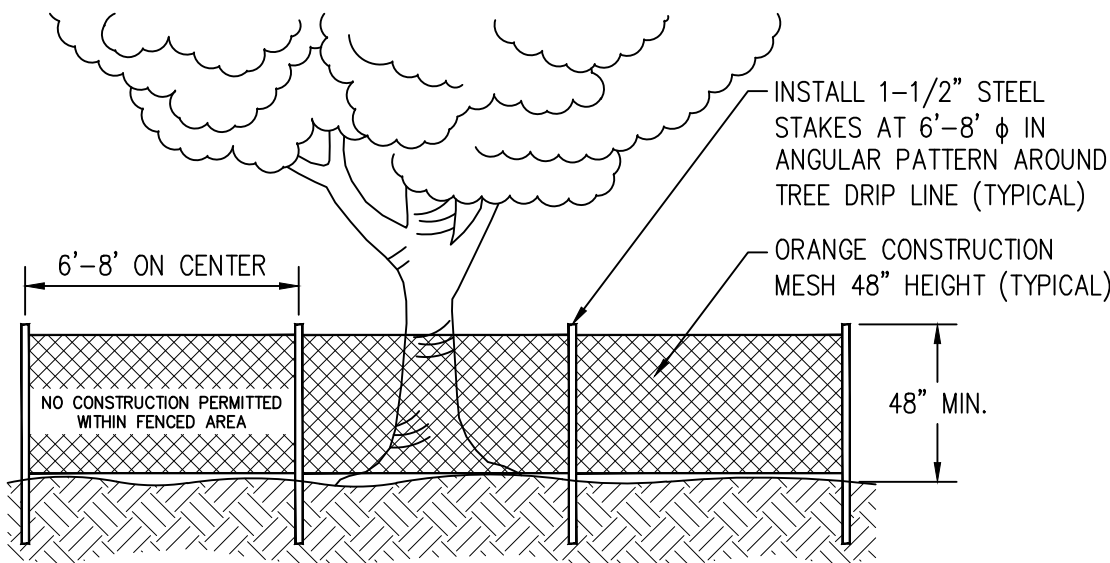
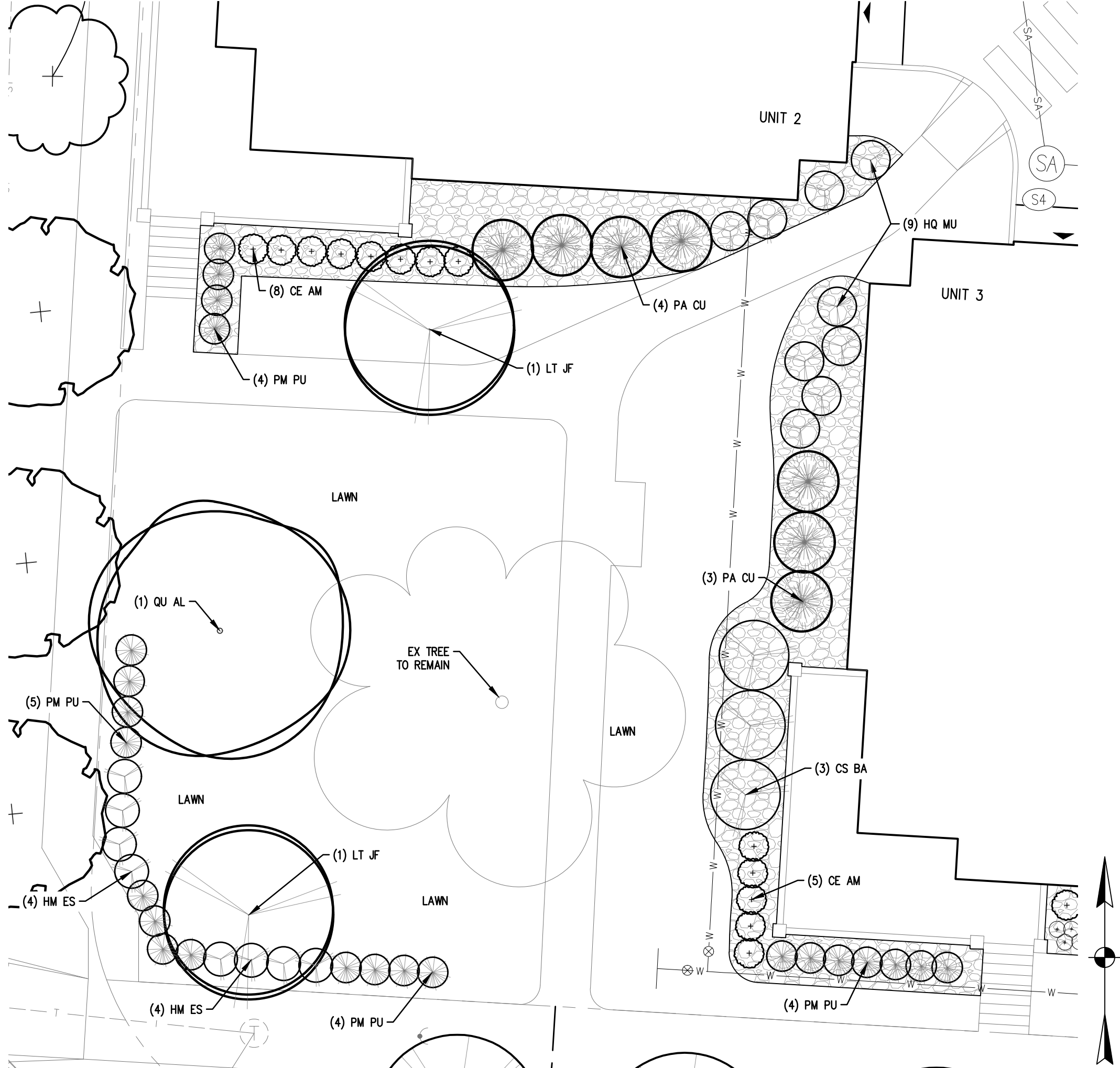
DECIDUOUS TREE PLANTING DETAIL

NO SCALE



EVERGREEN TREE PLANTING DETAIL

NO SCALE



TREE PROTECTION DETAIL

NOT TO SCALE

TREE PROTECTION NOTES

1. TREE PROTECTION MEASURES SHALL BE INSTALLED PER THIS PLAN SHEET AT THE CRITICAL ROOT ZONE OF TREES TO BE PRESERVED PRIOR TO THE START OF ANY CLEARING, GRADING OR OTHER CONSTRUCTION ACTIVITY.
2. NO STORAGE OF ANY KIND IS PERMITTED WITHIN THE TREE PROTECTION ZONE. ANY ROOTS EXPOSED BY CONSTRUCTION ACTIVITY SHALL BE PRUNED FLUSH WITH THE SOIL AND BACKFILLED WITH TOPSOIL WITHIN THE SAME DAY.
3. ALL VEGETATION THAT IS NOT DESIGNATED ON THE PLANS TO BE REMOVED SHALL BE PROTECTED FROM DAMAGE. TREES THAT ARE DAMAGED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

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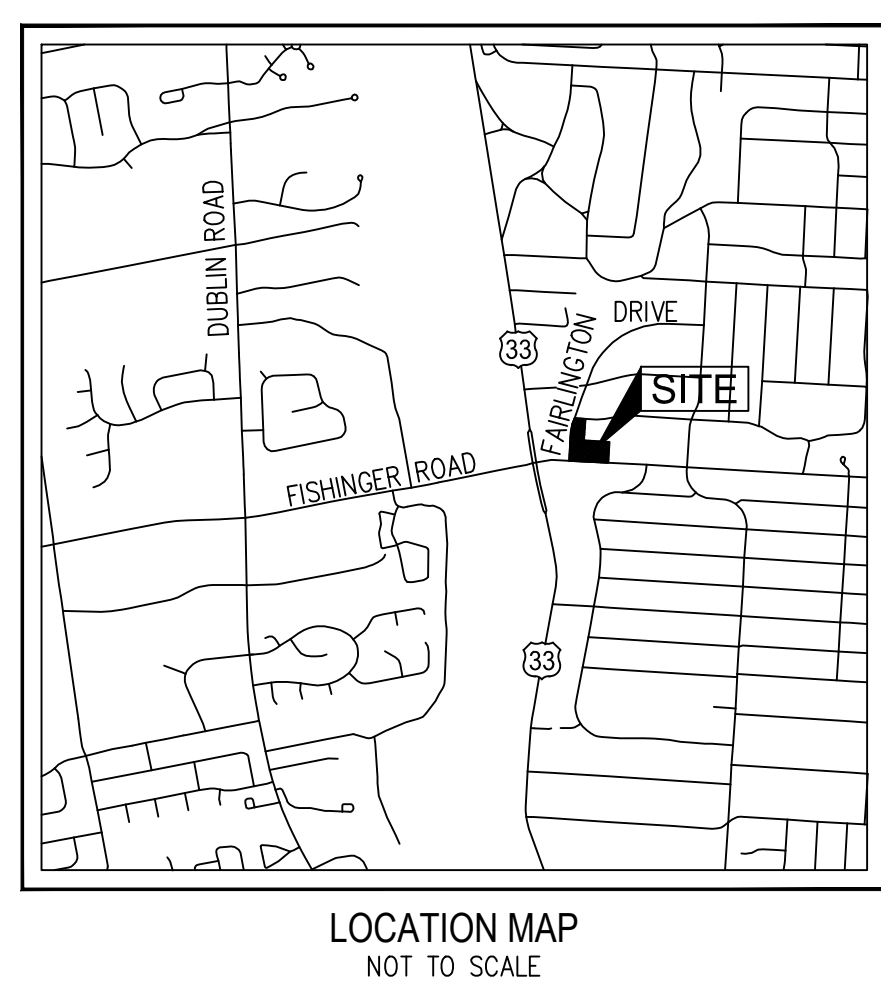


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L101	LANDSCAPE NOTES AND DETAILS	MAJOR SITE PLAN FOR SCIOTO VILLAS 2770 FISHINGER RD, COLUMBUS OH 43221	PREPARED FOR: MOMENT DEVELOPMENT 800 NORTH-HIGH STREET SUITE 03-108 COLUMBUS, OH 43215	 www.MannikSmithGroup.com	TECHNICAL SKILL: CREATIVE SPIRIT.	1160 DUBLIN ROAD SUITE 100 COLUMBUS, OH 43215 TEL: 614.441.4222 FAX: 888.688.7340				PROJECT DATE: 01/30/2023 PROJECT NO: M587006 DRAWN BY: ALF CHECKED BY: NUM			
						NO.	DATE	BY	DESCRIPTION				

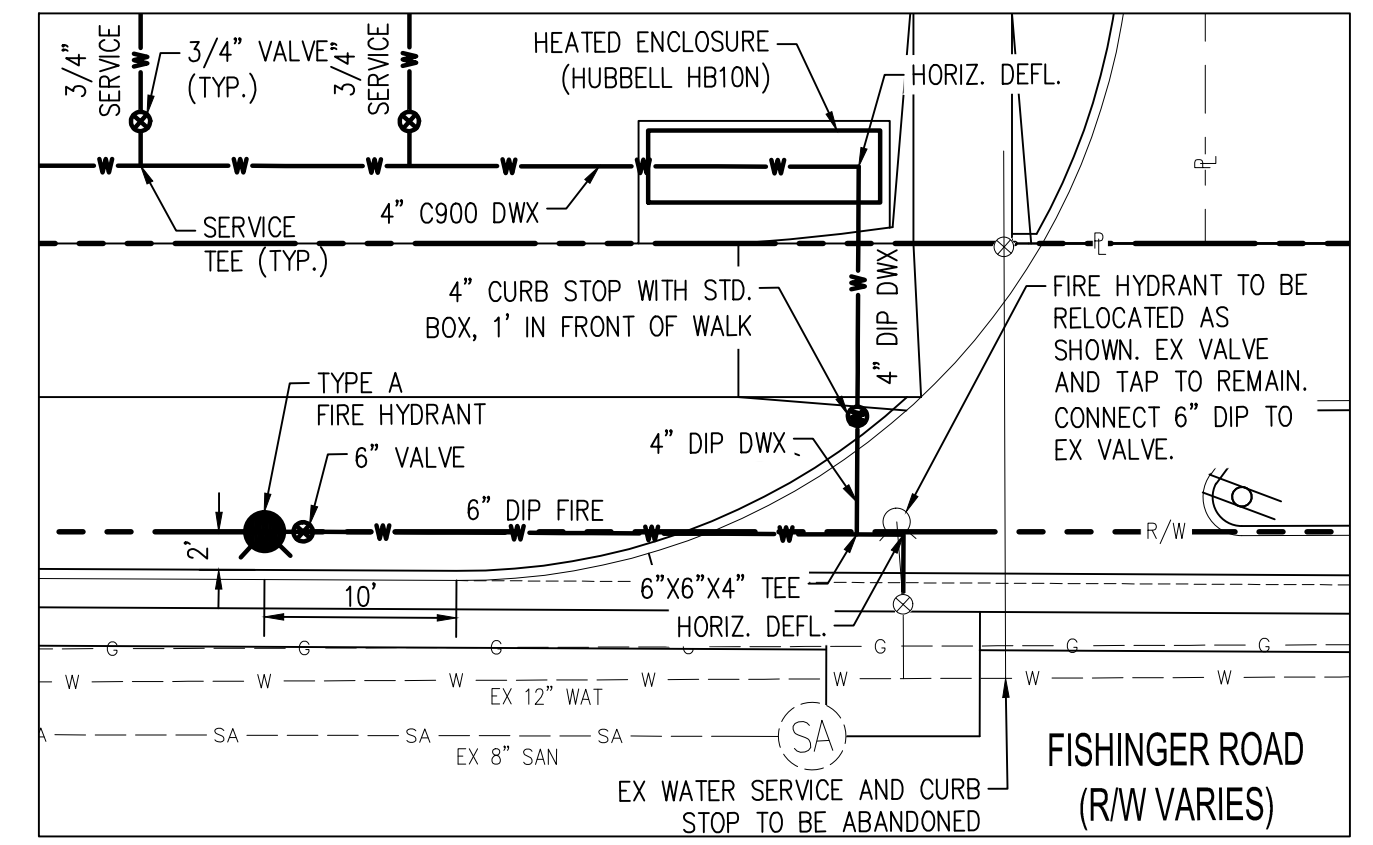


WATER SERVICE SURVEY COORDINATE TABLE

SHALL INCLUDE THE PROPOSED HORIZONTAL LOCATION (NORTHINGS AND EASTINGS) SURVEY COORDINATES FOR THE WATER SERVICE IMPROVEMENT. THE SURVEY COORDINATES SHALL BE PROVIDED BY THE WATER SYSTEM(S) PLAN DESIGNER FOR THE PROPOSED WATER SERVICE(S) AND SHALL INCLUDE ALL TAPPING SLEEVES, TEES, VALVES, FIRE HYDRANTS, BENDS, DEFLECTIONS, REDUCERS, PLUGS/CAPS, AND BUILDING ENTRY POINTS FROM THE CITY MAIN AND THROUGH THE CITY WATER METER(S). ALSO BEYOND THE CITY WATER METER(S) ANY PRIVATE FIRE HYDRANTS SHALL BE SHOWN ON THIS TABLE. ALL SURVEY COORDINATES SHALL BE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83) WITH THE (1986) ADJUSTMENT, WITH FURTHER REFERENCE MADE TO THE OHIO STATE PLANE SOUTH COORDINATE SYSTEM, SOUTH ZONE. ALL COORDINATES (NORTHING, EASTING) SHALL BE REFERENCED TO THE NEAREST HUNDREDTH (N XXXXXX.XX, E XXXXXX.XX). ALL SURVEY COORDINATES SHALL BE ACCURATE TO WITHIN 1.0 FOOT OR LESS.



SCALE: 1 IN = 20 FT



SOUTH TAPPING AREA DETAIL

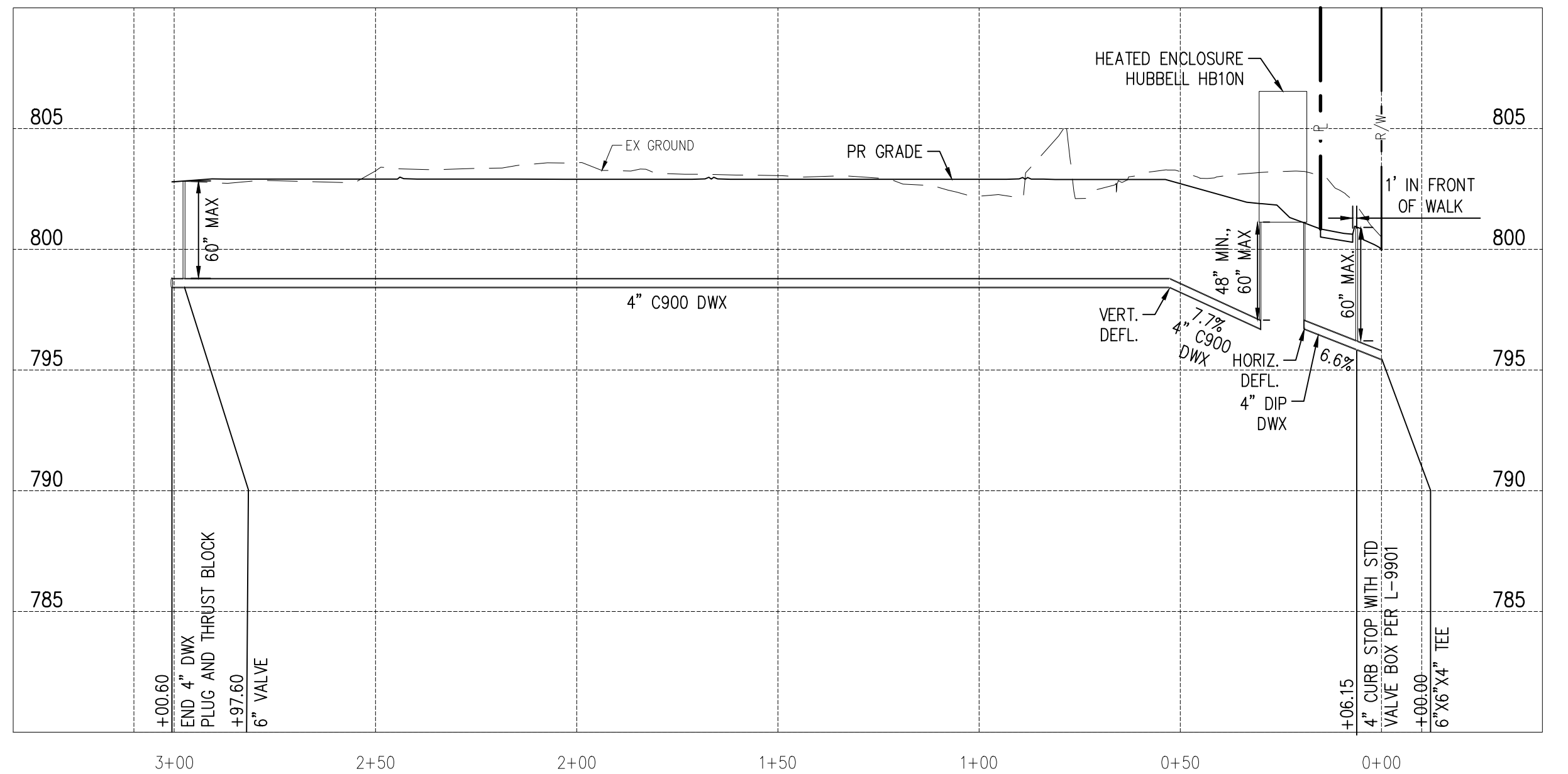
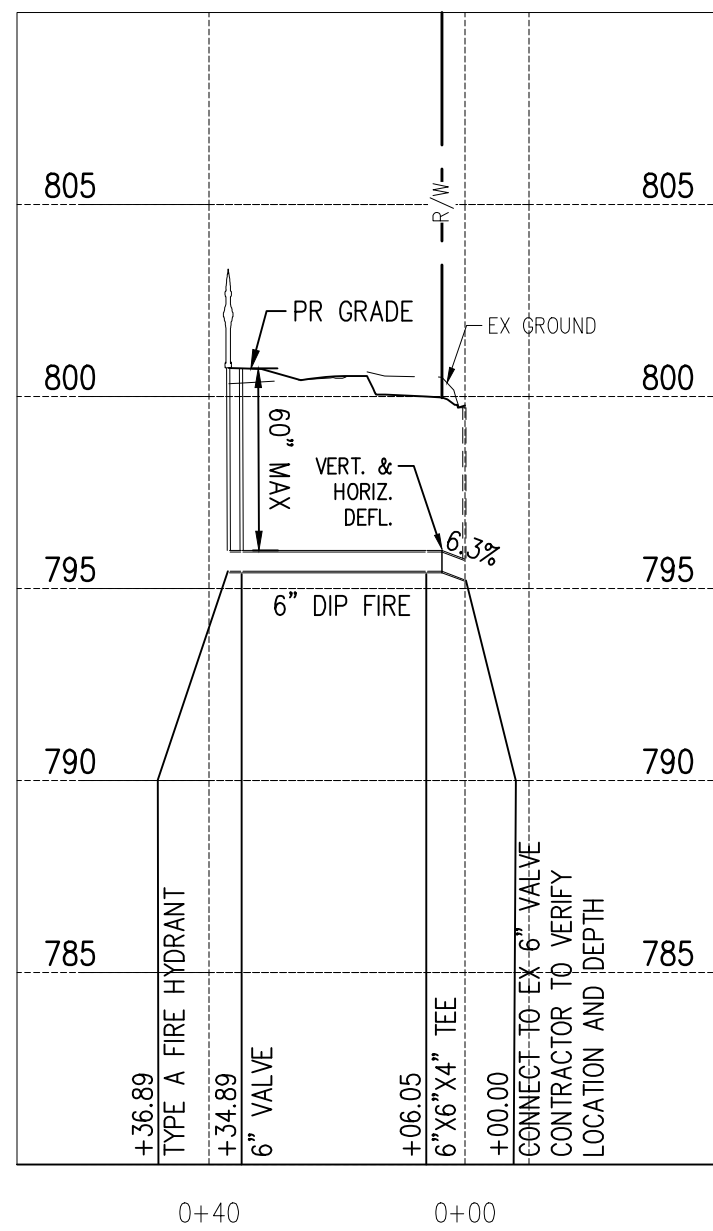
SCALE: 1 IN = 10 FT

STANDARD CONSTRUCTION DRAWINGS				
DIVISION OF WATER				
L-1001	L-6309B	L-6637A	L-9002A	L-9002G
L-1004	L-6312	L-7001	L-9002B	L-9901
L-6309A	L-6317D	L-7601	L-9002F	

EASEMENT REFERENCE	REVISIONS	 TECHNICAL SKILL. CREATIVE SPIRIT. 1160 DUBLIN ROAD, STE 100, COLUMBUS, OH 43215 (614) 441-4222 www.MannikSmithGroup.com	APPROVED FOR GENERAL ARRANGEMENTS ONLY DIVISION OF WATER CITY OF COLUMBUS	SCIOTO VILLAS 2770 FISHINGER ROAD COLUMBUS, OHIO 43221	WSPXXXX
		 MICHAEL J. MCAVOY, PE ENGINEER 2023/01/31 DATE	DATE		SHEET: 1 / 2

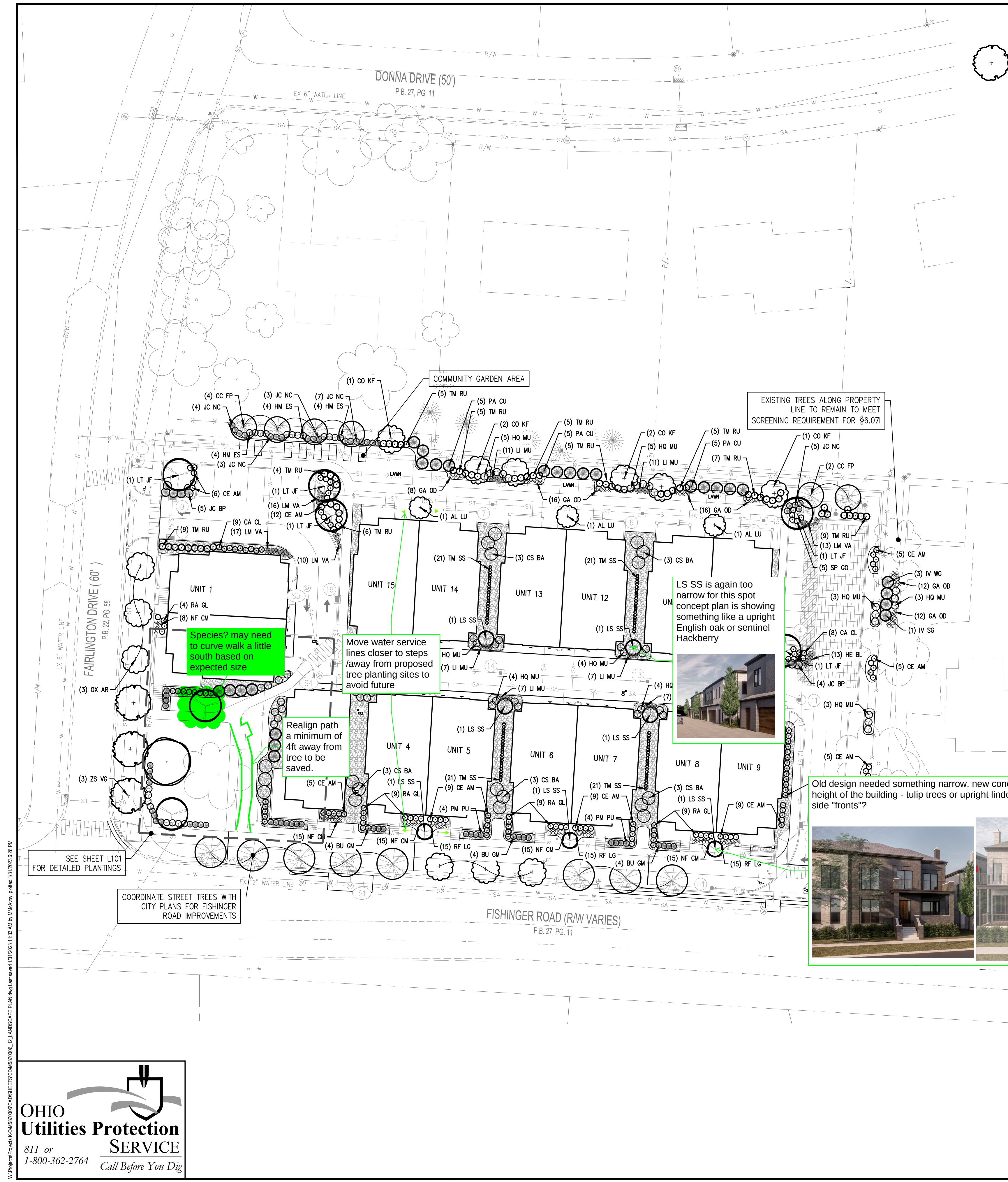
- NO WATER SERVICE CONNECTION PERMITS SHALL BE ISSUED OR CONNECTIONS MADE TO ANY WATER TAPS UNTIL THE PUBLIC WATER MAIN HAS BEEN DISINFECTED BY THE CITY OF COLUMBUS, DIVISION OF WATER.
2. NO WATER SERVICE CONSTRUCTION, BEFORE OR AFTER THE WATER METER(S), SHALL BEGIN PRIOR TO FEE PAYMENT TO THE UTILITY PERMITS OFFICE AT 111 N. FRONT STREET (614-645-7330).
3. THE CITY OF COLUMBUS, CONSTRUCTION AND MATERIAL SPECIFICATIONS (CMSC), 2018 EDITION AND ALL REVISIONS, INCLUDING SPECIAL PROVISIONS AND SUPPLEMENTAL SPECIFICATIONS SHALL GOVERN THIS IMPROVEMENT, UNLESS OTHERWISE NOTED.
4. ALL WATER LINE MATERIALS AND INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE CURRENT APPROVED MATERIALS LIST AND RULES AND REGULATIONS OF THE CITY OF COLUMBUS, DIVISION OF WATER, UNLESS OTHERWISE SHOWN ON THE PLANS OR APPROVED BY THE CITY OF COLUMBUS DIVISION OF WATER. ONLY PRODUCTS LISTED ON THE CURRENT APPROVED MATERIALS LIST WILL BE PERMITTED TO BE INSTALLED.
5. IT SHALL BE UNLAWFUL FOR ANY PERSON TO PERFORM ANY WORK ON THE PUBLIC WATER DISTRIBUTION SYSTEM WITHOUT FIRST SECURING A LICENSE TO ENGAGE IN SUCH WORK, AS INDICATED IN COLUMBUS CITY CODE SECTIONS 1103.02 AND 1103.06. THIS WORK INCLUDES ANY ATTACHMENTS, ADDITIONS TO OR ALTERATIONS IN ANY CITY SERVICE PIPE OR APPURTENANCES (INCLUDING WATER SERVICE LINES AND WATER SERVICE TAPS). THIS REQUIREMENT MAY BE MET BY UTILIZATION OF A SUBCONTRACTOR WHO POSSESSES A CITY OF COLUMBUS WATER CONTRACTOR LICENSE OR A COMBINED WATER/SEWER CONTRACTOR LICENSE TO PERFORM THIS WORK. UTILIZATION OF A SUBCONTRACTOR MUST MEET THE LICENSING REQUIREMENTS OF CITY OF COLUMBUS BUILDING CODE, IN PARTICULAR SECTIONS 4114.119 AND 4114.529.
6. FOR ANY EMERGENCIES THAT OCCUR AFTER NORMAL WORKING HOURS INVOLVING THE WATER DISTRIBUTION SYSTEM, PLEASE CONTACT THE DIVISION OF WATER DISTRIBUTION MAINTENANCE OFFICE AT 614-645-7788.
7. SITE UTILITY CONTRACTOR SHALL OBTAIN A RIGHT OF WAY PERMIT PRIOR TO THE START OF ANY WATER SERVICE LINE AND/OR WATER SERVICE TAP INSTALLATION OR ANY PLACEMENT OF WATER SERVICE MATERIALS INTO THE PUBLIC RIGHT OF WAY.
8. SITE UTILITY CONTRACTOR SHALL OBTAIN A PERMIT FROM THE CITY OF COLUMBUS--CITY FORESTER AT 614-645-6640 FOR ANY WORK DONE WITHIN 10 FEET OF A TREE IN THE RIGHT OF WAY.
9. THERE SHALL BE A 10 FOOT MINIMUM HORIZONTAL AND 18 INCH VERTICAL SEPARATION BETWEEN WATER SERVICE TAP(S), WATER SERVICE LINE(S), PRIVATE WATER SYSTEMS AND ANY SANITARY AND/OR STORM SEWER SYSTEMS.
10. EXISTING RIGHT OF WAY LINE(S), PROPOSED RIGHT OF WAY LINE(S) AND/OR WATER MAIN EASEMENT LINES SHALL BE STAKED AT 10 FOOT INCREMENTS BY A STATE OF OHIO LICENSED SURVEYOR WHEN THE WATER SERVICE TAP(S) AND/OR WATER SERVICE(S) ARE INSTALLED AND INSPECTED BY THE COLUMBUS DIVISION OF WATER.
11. ALL INSPECTIONS REQUIRE A 24 HOUR ADVANCE NOTICE.
12. ALL PUBLIC FIRE HYDRANTS, WHETHER NEW OR RELOCATED, SHALL BE INSPECTED AND APPROVED BY THE DIVISION OF FIRE PRIOR TO BEING PUT INTO SERVICE. THE CONTRACTOR SHALL CONTACT THE DIVISION OF FIRE AT 645-7642 EXT. 75658 TO SCHEDULE THE INSPECTION OF THE NEW OR RELOCATED FIRE HYDRANTS. THE CITY WILL PROVIDE THE CONTRACTOR "OUT OF SERVICE" RINGS THAT SHALL BE PLACED ON ALL NEW OR RELOCATED FIRE HYDRANTS TO CLEARLY IDENTIFY THEM AS INACTIVE. AFTER WRITTEN NOTIFICATION OF ACCEPTANCE HAS BEEN RECEIVED, THE CONTRACTOR SHALL REMOVE THE "OUT OF SERVICE" RINGS FROM THE FIRE HYDRANTS. ALL "OUT OF SERVICE" RINGS SHALL BE RETURNED TO THE CITY.
13. ALL PUBLIC FIRE HYDRANTS, WHETHER NEW OR RELOCATED, SHALL BE INSPECTED AND APPROVED BY THE CITY OF UPPER ARLINGTON FIRE DIVISION PRIOR TO BEING PUT INTO SERVICE. THE CONTRACTOR SHALL CONTACT THE UPPER ARLINGTON FIRE DIVISION AT 614-451-9700 TO SCHEDULE THE INSPECTION OF THE NEW OR RELOCATED FIRE HYDRANTS.
14. SITE UTILITY CONTRACTOR SHALL FLUSH ALL WATER SERVICES PRIOR TO ANY WATER METER INSTALLATION. THE CITY OF COLUMBUS IS NOT RESPONSIBLE FOR ANY CITY WATER METER DAMAGE CAUSED BY NON-FLUSHING.
15. IF A TAP IS BEING REUSED AND DISCOVERED TO BE LEAD, THE TAP SHALL BE ABANDONED AT THE WATER MAIN PER CMSC ITEM 808 AND A NEW TAP SHALL BE INSTALLED.
16. SITE UTILITY CONTRACTOR SHALL CALL COLUMBUS DIVISION OF WATER AT 614-645-7330 FOR INSPECTION OF ALL WATER SERVICE TAP ABANDONMENTS COMPLETED AT THE WATER MAIN PER CMSC ITEM 808.
17. SITE UTILITY CONTRACTOR SHALL CALL COLUMBUS DIVISION OF WATER AT 614-645-7330 FOR INSPECTION AND HYDROSTATIC TEST OF 3" AND LARGER WATER SERVICE TAPS FROM THE WATER MAIN THRU THE CONTROL VALVE AND WATER SERVICES FROM THE CONTROL VALVE THRU THE WATER METER SETTING. HYDROSTATIC TEST SHALL BE PER CMSC ITEM 801.14 AND SHALL BE PERFORMED FROM THE WATER MAIN THRU THE WATER METER SETTING.
18. ALL 3" THRU 12" WATER SERVICE PIPE SHALL BE ONLY DUCTILE IRON FROM THE CITY WATER MAIN THRU THE CITY WATER METER SETTING(S) INCLUDING THE METER BYPASS.
19. ALL EXPOSED WATER MAIN AND ALL WATER SERVICE PIPE 3" AND LARGER SHALL BE POLYWRAPPED PER CMSC ITEM 801.03 TO A POINT 10 FOOT BEYOND THE RIGHT OF WAY VALVE(S).
20. 3" AND LARGER METER SETTING(S) SHALL BE PER COLUMBUS DIVISION OF WATER STANDARD DETAIL DRAWINGS L-6317 A-E.

- UNDERGROUND PRIVATE WATER SYSTEM(S) AFTER THE CITY WATER METER(S)
28. SITE UTILITY CONTRACTOR SHALL CALL COLUMBUS DIVISION OF WATER AT 614-645-5781 FOR INSPECTION OF UNDERGROUND PRIVATE DOMESTIC AND/OR FIRE WATER SYSTEM(S) AFTER THE CITY WATER METER(S). THIS WILL INCLUDE DOMESTIC WATER LOOPS AND FIRE WATER LOOPS INCLUDING PRIVATE FIRE HYDRANTS THRU THE SITE BEFORE COVERING.
 29. SITE UTILITY CONTRACTOR SHALL CALL CITY OF COLUMBUS – DIVISION OF FIRE AT 614-645-8673 FOR FLUSHING AND/OR PRESSURE TEST INSPECTION OF PRIVATE FIRE SYSTEM AFTER THE CITY FIRE WATER SERVICE METER AND BACKFLOW PREVENTER.
 30. SITE UTILITY CONTRACTOR SHALL CALL CITY OF COLUMBUS – DIVISION OF FIRE AT 614-645-8673 FOR FLUSHING AND/OR PRESSURE TEST INSPECTION OF PRIVATE COMBINED (I.E. DOMESTIC AND FIRE) SYSTEM AFTER THE CITY WATER SERVICE METER AND BACKFLOW PREVENTER.
 31. 4" AND LARGER PIPE MATERIAL FOR THE UNDERGROUND PRIVATE WATER SYSTEM AFTER THE CITY WATER METER SHALL BE DUCTILE IRON, C-900 OR C-909 PIPE ONLY TO A POINT 5' OUTSIDE THE BUILDING FOOTPRINT.
 32. 2" AND SMALLER PIPE MATERIAL FOR THE UNDERGROUND PRIVATE WATER SYSTEM AFTER THE CITY WATER METER SHALL BE TYPE K SOFT TEMPER COPPER OR A DIVISION OF WATER APPROVED POLYBUTYLENE ONLY TO A POINT 5' OUTSIDE THE BUILDING FOOTPRINT.



SCALE: 1 IN = 30 FT (H)
1 IN = 5 FT (V)

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LEGEND

- PR DECIDUOUS TREE
- PR DECIDUOUS FLOWERING TREE
- PR EVERGREEN TREE
- PR DECIDUOUS FLOWERING SHRUB
- PR EVERGREEN SHRUB
- PR ORNAMENTAL GRASS
- EX EVERGREEN TREE
- EX DECIDUOUS TREE
- 2"-3" RIVER ROCK IN LIEU OF MULCH AROUND HOMES

LANDSCAPE CODE REQUIREMENTS

REQUIRED:	PROVIDED:
UPPER ARLINGTON CODE OF ORDINANCES - RCD ZONING	
6.07E RECOMMENDED TREE LIST AND SIZES IN TABLE 6-J	PLANTS WITHIN DEVELOPMENT WILL FOLLOW STANDARDS SET FORTH IN TABLE 6-J
6.07F 1 TREE REQUIRED WITHIN R/W OF TYPE A OR B FOR EVERY 25' OF FRONTAGE. TREES CAN BE PLANTED IN SIDE OR REAR YARDS AS TYPE C OR D TREES	607' OF FRONTAGE ON FISHINGER BLVD AND FAIRLINGTON DR COMBINED 607/25=25 STREET TREES REQUIRED 17 PROVIDED WITH 8 TYPE C OR D TREES IN SIDE/REAR YARDS.
6.07G ALL BUILDING FACADES FRONTING ON A PUBLIC STREET OR PLAZA WHERE THE BUILDING IS MORE THAN 4' FROM THE SIDEWALK, SHALL HAVE CONTINUOUS FOUNDATION PLANTINGS CONSISTING OF TYPE G OR H PLANTS.	PROVIDED ALONG FISHINGER BLVD, FAIRLINGTON DR.
6.07I ANY PROPERTY WITHIN A MULTI-FAMILY RESIDENTIAL DISTRICT SHALL PROVIDE A 10' BUFFER INCLUDING THE FOLLOWING: 1 - FENCE OR WALL 6' IN HEIGHT (REDUCED TO 3.5' IN HEIGHT IN FRONT OF ADJACENT RESIDENCES). 2 - SCREENING CONSISTING OF 1 TYPE G OR H PLANT EVERY 3'. 3 - AT LEAST 1 A, B, C, OR D TYPE TREE EVERY 20' WITHIN THE LANDSCAPE BUFFER.	6' FENCE WITH TYPE G OR H PLANT EVERY 3' AND 1 TYPE A,B,C, OR D TREE EVERY 20' PROVIDED 372' OF FENCE ON NORTH SIDE= 19 TREES REQUIRED 27 TREES PROVIDED INCLUDING EXISTING AN ADDITIONAL 8 TREES TO MEET 6.07F 194' OF FENCE ON EAST SIDE = 10 TREES REQUIRED 7 EXISTING TREES ALONG PROPERTY LINE, 3 ADDITIONAL TREES PROPOSED
6.07J1 LANDSCAPE ISLAND REQUIRED EVERY 10 SPACES WITH A MINIMUM WIDTH OF 8' AND SHALL INCLUDE AT LEAST 1 TYPE A, B, OR C TREE WITH ADDITIONAL SHRUBBERY OR HEDGES	PARKING STALL RUNS LIMITED TO LESS THAN 10 SPACES. ISLANDS MEET MINIMUM 8' WIDTH AND ARE PLANTED WITH A TYPE A, B, OR C TREE WITH ADDITIONAL SHRUBBERY
6.07J2 INTERIOR LANDSCAPE REQUIRED AT A RATE OF 8% OF THE PARKING AREA	17,024 SF OF PARKING LOT X 8% = 1,362 SF REQUIRED 1,742 SF PROVIDED
6.07J4 MINIMUM BUFFER OF 10' REQUIRED BETWEEN A PARKING LOT AND R/W - BUFFER MUST CONSIST OF TYPE G PLANTS ALONG THE ENTIRE LENGTH PLUS 1 TYPE A TREE EVERY 20'	PROVIDED ADJACENT TO PARKING ALONG FAIRLINGTON

LANDSCAPE TREE LIST

ABRV.	SCIENTIFIC NAME	COMMON NAME	SIZE	REMARKS	TYPE
AL LU	MAGNOLIA VIRGINIANA 'JIM WILSON'	SWEETBAY MAGNOLIA	7' HEIGHT	B&B	ORN. DEC. TREE
CC FP	CERCIS CANADENSIS 'FOREST PANSY'	PANSY REDBUD	7' HEIGHT	B&B	ORN. DEC. TREE
CO KF	CORNUS X 'KF111-1' PP #22,219	HYPERION DOGWOOD	7' HEIGHT	B&B	ORN. DEC. TREE
IV SG	ILEX VERTICILLATA 'SOUTHERN GENTLEMAN'	SOUTHERN GENTLEMAN WINTERBERRY	4' HEIGHT	CONTAINER	EVERGREEN TREE
IV WG	ILEX VERTICILLATA 'WINTER GOLD'	WINTER GOLD WINTERBERRY	4' HEIGHT	CONTAINER	EVERGREEN TREE
LT JF	LIRIODENDRON TULIPIFERA 'JFS-OZ'	EMERALD CITY TULIP TREE	2" CALIPER	B&B	DECIDUOUS TREE
LS SS	LIQUIDAMBAR STYRACIFLUA 'SLENDER SILHOUETTE'	SLENDER SILHOUETTE SWEETGRUM	2" CALIPER	B&B	DECIDUOUS TREE
OX AR	TILIA AMERICANA 'FASTIGIATA'	'FASTIGIATA' AMERICAN LINDEN	2" CALIPER	B&B	DECIDUOUS TREE
PA CU	PICEA ABIES 'CUPRESSINA'	COLUMNAR NORWAY SPRUCE	7' HEIGHT	B&B	EVERGREEN TREE
QU AL	QUERCUS BICOLOR	SWAMP WHITE OAK	2" CALIPER	B&B	DECIDUOUS TREE
ZS VG	ZELKOVA SERRATA 'VILLAGE GREEN'	VILLAGE GREEN ZELKOVA	2" CALIPER	B&B	DECIDUOUS TREE

LANDSCAPE PLANT LIST

ABRV.	SCIENTIFIC NAME	COMMON NAME	SIZE	REMARKS	TYPE
BU GM	BUXUS 'GREEN MOUNTAIN'	GREEN MOUNTAIN BOXWOOD	36" HEIGHT	CONTAINER	EVERGREEN SHRUB
CA CL	CARYOPTERIS X CLANDONISIS 'DARK KNIGHT'	DARK KNIGHT BLUEBEARD	24" HEIGHT	CONTAINER	DECIDUOUS SHRUB
CE AM	CEANOTHUS AMERICANUS	NEW JERSEY TEA	24" HEIGHT	CONTAINER	DECIDUOUS SHRUB
CS BA	CORNUS SERICEA 'BAILEY'	BAILEY'S RED TWIG DOGWOOD	30" HEIGHT	CONTAINER	DECIDUOUS SHRUB
GA OD	GALIUM ODORATUM	SWEET WOODRUFF	12" SPREAD	CONTAINER	PERENNIAL GROUNDCOVER
HE BL	HEMEROCALLIS 'BELA LUGOSI'	BELA LUGOSI DAYLILY	18" HEIGHT	CONTAINER	FLOWERING PERENNIAL
HM ES	HYDRANGEA PANICULATA 'BOKRAPLUME'	MAGICAL FIRE HYDRANGEA	24" HEIGHT	CONTAINER	DECIDUOUS SHRUB
HQ MU	HYDRANGEA QUERCIFOLIA 'MUNCHKIN'	MUNCHKIN OAKLEAF HYDRANGEA	24" HEIGHT	CONTAINER	DECIDUOUS SHRUB
JC BP	JUNIPERUS CONFERTA 'BLUE PACIFIC'	BLUE PACIFIC SHORE JUNIPER	24" SPREAD	CONTAINER	EVERGREEN GROUNDCOVER
NICK'S	NICK'S COMPACT JUNIPER	NICK'S COMPACT JUNIPER	24" HEIGHT	CONTAINER	EVERGREEN SHRUB
PLUMOSA	PLUMOSA COMPACT ANDORRA JUNIPER	PLUMOSA COMPACT ANDORRA JUNIPER	24" HEIGHT	CONTAINER	EVERGREEN SHRUB
BIG BLUE	BIG BLUE LIRIOPE	BIG BLUE LIRIOPE	12" SPREAD	CONTAINER	ORNAMENTAL GRASS
VARIEGATED	VARIEGATED LIRIOPE	VARIEGATED LIRIOPE	12" SPREAD	CONTAINER	ORNAMENTAL GRASS
WALKER'S	WALKER'S LOW CATMINT	WALKER'S LOW CATMINT	12" HEIGHT	CONTAINER	FLOWERING PERENNIAL
NEST	NEST SPRUCE	NEST SPRUCE	2 GALLON	CONTAINER	EVERGREEN SHRUB
GRO. LOW	GRO. LOW FRAGRANT SUMAC	GRO. LOW FRAGRANT SUMAC	2 GALLON	CONTAINER	DECIDUOUS SHRUB
LITTLE	LITTLE GOLDSTAR BLACK-EYED SUSAN	LITTLE GOLDSTAR BLACK-EYED SUSAN	12" HEIGHT	CONTAINER	FLOWERING PERENNIAL
GOLDMOUND	GOLDMOUND SPIREA	GOLDMOUND SPIREA	24" HEIGHT	CONTAINER	DECIDUOUS SHRUB
STONEHEDGE	STONEHEDGE SKINNY YEW	STONEHEDGE SKINNY YEW	4' HEIGHT	CONTAINER	EVERGREEN SHRUB
RUNYAN	RUNYAN YEW	RUNYAN YEW	36" HEIGHT	CONTAINER	EVERGREEN SHRUB

Species? may need to curve walk a little south based on expected size

Move water service lines closer to steps away from proposed tree planting sites to avoid future

Realign path a minimum of 4ft away from tree to be saved.

LS SS is again too narrow for this spot concept plan is showing something like an upright English oak or sentinel Hackberry



Old design needed something narrow. new concept plan shows a tree About 20-25ft wide and the height of the building - tulip trees or upright linden? For both the South side "fronts" and the North side "fronts"?



I suggest something narrow with more height to block balcony view to neighboring back yard - Prairie Sentinel Hackberry

Do 2inch max

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DESCRIPTION

BY

DATE

NO.

1160 DUBLIN ROAD
SUITE 100
COLUMBUS, OH 43215
TEL: 614.441.4222
FAX: 888.688.7340

PROJECT DATE: 01/30/2023

PROJECT NO: MS870006

DRAWN BY: ALF

CHECKED BY: NUM

TECHNICAL SKILL:
CREATIVE SPIRIT.

Mannik Smith GROUP
www.MannikSmithGroup.com

PREPARED FOR:

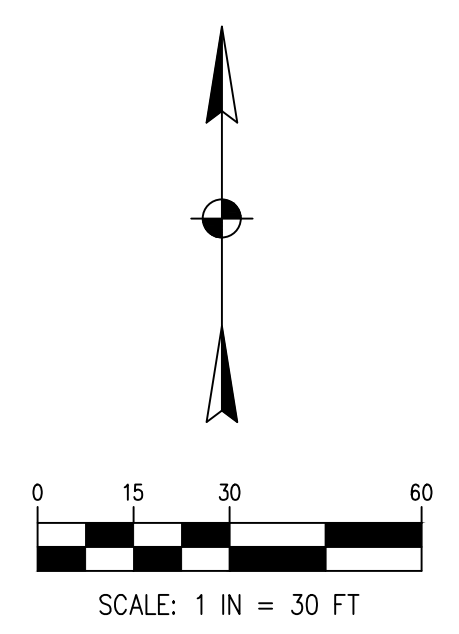
MOMENT DEVELOPMENT
800 NORTH-HIGH STREET
SUITE 03-108
COLUMBUS, OH 43215

MAJOR SITE PLAN FOR

SCIOTO VILLAS
2770 FISHINGER RD, COLUMBUS OH 43221

LANDSCAPE PLAN

L100



Compare Results

Old File:

Declaration_and_Bylaws_-_Scioto_Villas_V1.0_Wed_Aug_10_2022_16-45-20.pdf

69 pages (530 KB)
8/10/2022 4:28:32 PM

versus

New File:

Declaration_-_Scioto_Villas_Vers._1_-_4870-4197-7439_1_Tue_Sep_26_2023_16-42-13.pdf

80 pages (595 KB)
9/27/2023 11:02:14 AM

Total Changes

260

Text only comparison

Content

177	Replacements
64	Insertions
19	Deletions

Styling and Annotations

0	Styling
0	Annotations

Go to First Change (page 1)

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

OF

SCIOTO VILLAS SUBDIVISION

CITY OF UPPER ARLINGTON, FRANKLIN COUNTY, OHIO

FAIRLINGTON HEIGHTS, LLC
55 Caren Avenue, Suite 360
Worthington, Ohio 43085
Phone: 614-304-1912

THIS INSTRUMENT PREPARED BY:

*Matthew T. Viola, Esq.,
Kohrman Jackson & Krantz LLP
One Cleveland Center, 29th Floor
1375 East Ninth Street
Cleveland, Ohio 44114
(216) 736-7253*

SCIOTO VILLAS HOMEOWNERS' ASSOCIATION, INC.

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

**SCIOTO VILLAS TOWNHOMES SUBDIVISION
COLUMBUS, OHIO**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (this "Declaration"), made this ____ day of _____, 2023, by and between FAIRLINGTON HEIGHTS, LLC, an Ohio limited liability company (hereinafter referred to as a "**DEVELOPER**"), and SCIOTO VILLAS HOMEOWNERS' ASSOCIATION, INC., an Ohio not-for-profit corporation (hereinafter referred to as "**ASSOCIATION**").

RECITALS

- A. Developer is the owner of real property containing approximately 1.92 acres situated in Columbus, Franklin County, Ohio consisting of Sublots 1 through 15, inclusive, duly dedicated public streets, if any, and Common Areas all as shown on the Site Plan (the "**Subdivision**"), which is legally described in **Exhibit "A"** attached hereto and incorporated herein (the "**Property**").
- B. The Property consists of Sublots, Living Units and Common Areas, all as hereafter defined.
- C. The Property may be developed in whole or part: (a) as one or more residential communities; (b) for recreational purposes; or (c) any combination of the foregoing.
- D. The Developer desires to provide for: (a) the orderly development of the Property; (b) the establishment and maintenance of architectural and design controls and standards; (c) the use and maintenance of the Areas of Common Responsibility (hereinafter defined); (d) the compliance with the Planning and Zoning Code of the City of Columbus and Franklin County; and (e) the protection of property values within the Property. The foregoing is being provided for so that the residents of the Property may enjoy a quiet environment for themselves and their families. For such purpose, the Developer has prepared this Declaration to define the manner in which the Property shall be governed and administered.
- E. An association will be required to regulate administer and govern the Property for the fulfillment of the foregoing purposes with the power to levy and collect assessments from Owners (hereinafter defined) within the Property and to pay the cost and expense of operating, maintaining, repairing and replacing the Areas of Common Responsibility. The Developer has assigned such function to **SCIOTO VILLAS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.**, a non-profit corporation that Developer has caused to be created under the laws of the State of Ohio (the "**Association**").
- F. The Association joins in the Declaration for the purpose of accepting the duties and responsibilities imposed upon it by the protective covenants and restrictions herein contained; and

NOW, THEREFORE, Developer declares that the Property, including all Sublots and any other property as may by Subsequent Amendment (hereinafter defined) be added to and subjected to this Declaration shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as “**Covenants and Restrictions**”) hereinafter set forth, and further specified that this Declaration shall constitute covenants to run with the land and shall be binding upon and inure to the benefit of Developer and its successors and assigns and all other owners of any part of said Property, together with their grantees, successors, heirs, executors, administrators or assigns.

ARTICLE I

PREAMBLE - PROPERTY – EXPANSION OF PROPERTY

Section 1.1 – Preamble

The Recitals are incorporated in and made a part of this Declaration.

Section 1.2 – Property

The Property which is and shall be owned, held, transferred, sold, used and occupied subject to this Declaration is the real property described in the Preamble, plus the Additional Property as described in Section 1.3 below.

Section 1.3 – Expansion of the Property

(a) The Developer reserves the right from time to time to add additional property to the Property and to subject the same to the provisions of this Declaration. To add any additional property, the Developer shall execute and record a Subsequent Amendment to this Declaration which expressly provides that the land described therein shall become a part of the Property and shall be subject to the Covenants and Restrictions, except as the same may be modified by the Subsequent Amendment. The additional property may be any directly adjacent or contiguous real property (the “**Additional Property**”) and may be annexed by the Developer without the consent of Members within ten (10) years of the date this Declaration is recorded in the Franklin County records.

(b) The Developer reserves the right from time to time to delete lands from the Property (provided the lands so deleted have not been previously declared Common Areas) and thereby to free such lands from the provisions of this Declaration. Lands not owned by Developer may be deleted from the Property only with the written consent of the title owner thereof. To delete such lands, the Developer shall execute and record a Subsequent Amendment to this Declaration which expressly provides that the land described therein shall no longer be a part of the Property and shall no longer be subject to the provisions set forth in this Declaration.

ARTICLE II

EXHIBITS AND DEFINITIONS

Section 2.1 – Exhibits

The following Exhibits are attached to and made a part of this Declaration:

Exhibit “A” - Legal Description of Property

Exhibit “B” - Site Plan of the Property

Exhibit “C” - Form Certificate of Compliance (See Section 7.27 of this Declaration)

Exhibit “D” - Code of Regulations

Exhibit “E” - Chart of Maintenance Responsibilities

Section 2.2 – Definitions

For the purposes of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

- a) **“ACT”**. Ohio Revised Code Chapter 5312 (the Ohio Planned Community Law).
- b) **“AFFILIATE OF DEVELOPER”** means any person who controls, is controlled by, or is under common control with the Developer. (1) A Person “controls” the Developer if the Person (a) is a general partner, officer, director, managing member or employer of the Developer, (b) directly or indirectly or acting in concert with one or more other Persons, or through one or more subsidiaries owns, controls, holds with power to vote, or holds proxies representing more than twenty percent (20%) of the voting interest in the Developer, (c) controls in any manner the election of a majority of the directors of the Developer, or (d) has contributed more than twenty percent (20%) of the capital of the Developer; (2) A person “is controlled” by a Developer if the Developer (a) is a general partner, officer, director, or employer of the Person, (b) directly or indirectly or acting in concert with one or more other Persons, or through one or more subsidiaries, owns, controls, hold with power to vote, or holds proxies representing more than twenty percent (20%) of the voting interest in the person, (c) controls in any manner the election of a majority of the directors of the Person, or (d) has contributed more than twenty percent (20%) of the capital of the Person. Control does not exist if the powers described in this subsection are held solely as security for any obligation and are not exercised.
- c) **“AREAS OF COMMON RESPONSIBILITY”**. The Areas of Common Responsibility shall mean and refer to:
 - (1) maintenance, repair and replacement of the Common Areas, including Open Spaces, including all landscaping, lighting, improvements and buildings thereon;
 - (2) maintenance, repair and replacement of any entrance area features at entrances to the Property off existing and future public streets abutting the Property (the **“Entrances”**) and the landscaping, lighting, irrigation and other improvements within the Entrances;
 - (3) maintenance, repair and replacement of landscaping within islands and/or medians within public rights-of-way to which the Association has been granted landscaping

easements, if any;

- (4) maintenance, repair and replacement of common driveways, sidewalks, parking areas, pathways and other pavement within the Common Areas;
 - (5) maintenance, repair and replacement of storm drainage improvements that generally serve the Property and that are not the responsibility of the City or the County, including stormwater retention/detention and management areas (including such areas outside the Property over which an easement has been granted to the Association, if any);
 - (6) real and personal property owned by the Association;
 - (7) real and personal property not owned by the Association but determined by the Board to be the responsibility of the Association;
 - (8) maintenance of all Association Landscaping (as herein defined) within Common Areas; and
 - (9) snow removal from all driveways, sidewalks, and parking spaces and lots within the Common Areas. The Association shall not be required to use a deicing agent.
- d) **“ARTICLES” or “ARTICLES OF INCORPORATION”**. The Articles of Incorporation of the Association which are filed with the Secretary of State of Ohio to create the Association.
- e) **“ASSESSMENTS”**. The assessments as herein levied against Owners of Sublots within the Property to fund Common Expenses, maintenance of Association Landscaping within Sublots, and Attached Home Exterior Maintenance Expenses. Assessments include Common Assessments, Landscaping Assessments, and Special Assessments, as further defined herein.
- f) **“ASSOCIATION”**. Scioto Villas Townhomes Homeowners’ Association, Inc., a non-profit Ohio corporation, its successors and assigns, created to govern, operate, control and administer the Areas of Common Responsibility and to supervise and enforce the provisions of this Declaration.
- g) **“ASSOCIATION LANDSCAPING”** Landscaping installed by the Developer or the Association within the Common Areas and/or Sublots, or that landscaping installed by an Owner within a Sublot that is expressly accepted in writing as Association Landscaping by the Board. The expense of maintenance of Association Landscaping within Common Areas or Areas of Common Responsibility is a Common Expense paid by all Living Unit Owners through Common Assessments. Portions of the Association Landscaping (including Open Space) may be left in their natural state. The Association has the right to set aside portions of the Association Landscaping to be left to grow in their natural state. The Association is under no obligation to clear, trim, mow, fertilize or otherwise maintain

the natural vegetation in such natural areas.

The expense of maintenance of Association Landscaping within Sublots is paid by all Living Unit Owners through Landscape Assessments.

- h) **“ATTACHED HOME EXTERIOR MAINTENANCE EXPENSES”**. The actual and estimated expenses of providing Attached Home Exterior Maintenance Services by the Association (only those services provided by the Association) as provided in Section 6.4 herein, both for general or special purposes, including maintaining reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Code, and the Articles of Incorporation of the Association, as opposed to Common Expenses.
- i) **“ATTACHED HOME EXTERIOR MAINTENANCE SERVICES”**. Exterior maintenance services for Living Units as provided in Section 6.4 herein.
- j) **“BOARD”**. The Board of Directors of the Association. The Board is sometimes referred to as the “Directors”.
- k) **“CITY”**. The City of Columbus, an Ohio municipal corporation, its successors and assigns.
- l) **“CODE”**. The Code of Regulations of the Association, a copy of which is attached hereto as **Exhibit “D”**.
- m) **“COMMON AREAS”**. All real and personal property now or hereafter owned by the Association or otherwise held for the common use and enjoyment of the Owners or Occupants. Common Areas shall include the Entrances of the Property, any recreational facilities, stormwater retention/detention and management areas, any trail system, parking lots, driveways, lighting, and those areas of land intended for the common use, benefit and enjoyment of all Occupants of the Property. Any Owner may delegate, in accordance with the Code and subject to all reasonable rules, regulations, and limitations as may be adopted in accordance therewith, his or her right of enjoyment to the Common Areas to the members of his or her family, tenants and social invitees, and shall be deemed to have made a delegation of all such rights to the Occupants of any leased Living Unit. The Common Areas are not for the use by the general public, but are for the common use and enjoyment of the Owners of Sublots within the Property. The Common Areas shall be conveyed to the Association no later than the termination of the Class “B” Control Period, or such earlier time as desired by the Developer in its sole and absolute discretion.
- n) **“COMMON EXPENSES”**. The actual and estimated expenses of operating the Association, both for general or special purposes, including reasonable reserves for contingencies and reserves for replacements and major repairs to Areas of Common Responsibility, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Code, and the Articles of Incorporation of the Association, and which are levied against Owners of all Living Units pursuant to the provisions of this Declaration to fund Common Expenses.

- o) **"COUNTY"**. Franklin County, Ohio.
- p) **"DESIGN GUIDELINES"**. The written design and construction guidelines and application and review procedures applicable to the Property promulgated and administered pursuant to Articles XII and XIII of this Declaration.
- q) **"DESIGN REVIEW COMMITTEE"**. The committee created by this Declaration and granted original jurisdiction to review and approve or disapprove exterior and structural improvements, landscaping, additions to the Living Units and changes within the Property, subject to the requirements of the City Zoning Requirements - hereafter sometimes referred to as the **"Committee"**. The decisions of the Design Review Committee shall be subject to the review and approval of the Board of the Association, in the Board's sole discretion and consistent with the Design Guidelines, which guide all exterior and structural improvements and landscaping, and which may change from time to time by authorization of the Board.
- r) **"DEVELOPER"**. FAIRLINGTON HEIGHTS, LLC, an Ohio limited liability, and the specifically designated successors or assigns of any of its rights as Developer under this Declaration or under any supplement to this Declaration involving the Property, as the same may be expanded or contracted from time to time. No person, real or corporate, shall be deemed to be a successor, alternate or additional Developer for the purposes of this Declaration unless and until such person or entity has been specifically so designated by the Developer by an instrument in writing and placed of record, and such person or entity shall be deemed a successor and assign of Developer only to the particular rights and interests of Developer under this Declaration or under a supplement to this Declaration. The Developer is sometimes referred to herein as **"Original Developer"**.
- s) **"ELIGIBLE MORTGAGE HOLDERS"**. Eligible Mortgage Holders shall mean banks, savings and loan associations, insurance companies and other institutional lenders, holders, insurers or guarantors of first mortgages on the Property or portions thereof.
- t) **"LANDSCAPING ASSESSMENTS"**. The assessments levied against Owners of Living Units pursuant to the provisions of this Declaration to fund the expense of maintenance of Association Landscaping within Sublots, as opposed to Common Assessments levied against Owners of all Living Units to fund Common Expenses.
- u) **"LIVING UNIT"**. Shall also mean and refer to any attached single family Living located on a Sublot. For purposes of this Declaration, a Living Unit shall come into existence when the improvements constructed thereon are sufficiently complete to reasonably permit the habitation thereof, whether or not a certificate of occupancy has been issued for the Living Unit by the governmental authority having jurisdiction over the same, and the Living Unit has been conveyed to a person other than the Developer.
- v) **"MEMBER"**. A person or entity entitled to membership in the Association, as provided herein.

- w) **“OCCUPANT”**. A person in the possession of a Living Unit including, without limitation, an Owner or any guest, invitee, lessee, tenant, or family member of an Owner occupying or otherwise using a Living Unit.
- x) **“OPEN SPACES”**. Land, if any, that is assigned in perpetuity as private open space by any planning or zoning code of the City. Open Spaces shall be available and accessible to all residents of the Property. No clearing of vegetation shall occur within Open Spaces other than as reasonably required for the construction and maintenance of walking trails within the Open Spaces.
- y) **“ORIGINAL DEVELOPER”**. FAIRLINGTON HEIGHTS, LLC, an Ohio limited liability company.
- z) **“OWNER”**. The record Owner of fee simple title in any Sublot, including the Developer (except as otherwise provided herein) with respect to any unsold Sublot, but Owner shall exclude in all cases any party holding an interest merely as security for the performance of an obligation. If a Sublot is sold under a land installment contract, the purchaser (Vendee) (rather than the fee Owner) will be considered to be the Owner. For the purpose of this Declaration, the Owner of a Sublot that is rented to others shall be as follows: For the purpose of votes and Assessments, the record Owner of the Sublot; for the purpose of use and enjoyment of common facilities and amenities which are part of the Common Areas, the Tenant residing in the Living Unit situated on the Sublot. Every Owner shall be treated for all purposes as a single Owner for each Sublot held irrespective of whether such ownership is joint or in common. Where such ownership is joint or in common, the majority vote of such Owners shall be necessary to cast any vote to which such Owners are entitled.
- aa) **“OWNERSHIP INTEREST”**. The entire right, title and interest of any Owner in all of the freehold and leasehold estates of such Owner in his or her Sublot.
- bb) **“PARTY WALL”**. Each wall of a Living Unit that is situated on the Sublot and being the dividing line between two Living Units.
- cc) **“PERSON”**. A natural individual, corporation, partnership, limited partnership, trust or other entity to which the law attributes the capacity of having rights and duties.
- dd) **“PROPERTY”**. The land described in **Exhibit “A”** to this Declaration, and such additions thereto as may hereafter be submitted to this Declaration pursuant to Section 1.3 and thereby brought within the jurisdiction of the Association.
- ee) **“RULES”**. Rules and regulations promulgated by the Board or the Design Review Committee that govern the operation and use of the Sublots, Living Units, Areas of Common Responsibility, Common Areas, and any other property owned by the Association, as such rules and regulations may be adopted from time to time by the Board or the Design Review Committee to implement and carry out the provisions and intent of

this Declaration.

- ff) **“SPECIAL DEVELOPER RIGHTS”** means those rights reserved for the benefit of the Developer as provided in this Declaration and the Code, and shall include, without limitation, the following rights: (1) to expand the Property in accordance with Section 1.3 of this Declaration; (2) to maintain sales offices, management offices, customer services offices, and signs advertising the Property within the Property; (3) to use easements through the Common Areas for the purpose of making improvements within the Property; (4) to use Common Areas for special events without payment of fees or charges, notwithstanding excessive wear and tear or clean-up costs; (5) to exercise architectural review controls in accordance with the Declaration and guided by the Design Guidelines; (6) to appoint or remove any Board member(s) or officer(s) of the Association during the period that the Developer has the right to elect or designate members of the Board.
- gg) **“SUBLOT”**. A platted single-family lot upon which a Living Unit has been or may be constructed. The term “Sublot” does not include a platted Common Area.
- hh) **“SUBSEQUENT AMENDMENT”**. An amendment to this Declaration which adds Additional Property to that covered by this Declaration. A Subsequent Amendment may, but is not required to: (i) impose, expressly or by reference, additional restrictions and obligations on the land submitted by such Subsequent Amendment to the provisions of this Declaration; and/or (ii) otherwise amend this Declaration and/or the Code.
- ii) **“TENANT”**. Any person(s) having a possessory leasehold estate in a Living Unit, other than the Owner.

ARTICLE III EASEMENTS

Section 3.1 – Utility Easements

There is hereby reserved in favor of Developer, and granted to the Association, their successors and assigns, a non-exclusive easement upon, across, over, through and under the Property, and within a Living Unit, if necessary, for ingress, egress, installation, replacement, repair and maintenance of all utilities and service lines and systems including, but not limited to, water, storm and sanitary sewer, energy, drainage, gas, telephone, electricity, television, cable and communication lines and systems. By virtue of this easement, it shall be expressly permissible for the Developer and the Association, and their successors and assigns, or the providing utility or service company, to install and maintain facilities and equipment on the Property provided that such facilities shall not materially impair or interfere with any Living Unit, and provided further than any areas disturbed by such installation and maintenance are restored to substantially the condition in which they were found and provided it does not conflict with service agreements between governmental agencies and the rights of the City or the County under the Ohio Revised Code. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or located except as approved by the Developer or the Design Review Committee, or unless the same

are shown on a recorded plat. There is hereby reserved, in favor of the Developer and the Association, the right (but not the obligation) to grant easements to neighboring property owners for access and/or utility purposes, so long as the granting of easements for utility purposes does not overburden the utilities serving the Property. Any conflicts between the provisions of this Section and a plat granting similar easements shall be resolved in favor of the plat.

Section 3.2 – Easement for Ingress and Egress

There is hereby created a non-exclusive easement upon, across, over and through all walkways and/or pathways and mail kiosks (but not individual mailboxes) constructed within the Common Areas, said easement in favor of Developer and the Association, all Owners, Occupants, and their respective guests, licensees and invitees, for pedestrian ingress and egress to and from all of the various portions of the Property and Additional Property. Notwithstanding the foregoing, the Developer and/or the Association may limit this right of ingress and egress by a Subsequent Amendment.

Section 3.3 – Owner’s Easements to Enjoyment

Developer, every Owner, Occupant, and the guest(s) of such parties shall have a right and non-exclusive easement of use and enjoyment in and to the Common Areas (including the Community Center), which easement shall be appurtenant to and shall pass with the title to every Sublot, subject to the following provisions:

- a) the right of the Association to suspend the voting rights of, and right to use the Community Center or other recreational facilities by, an Owner for any period during which any assessment against his or her Sublot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Rules;
- b) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board. After the Class “B” Control Period, no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been signed by seventy-five percent (75%) of the Members and has been recorded with the Franklin County Recorder.

Section 3.4 – Easements for Construction, Alteration, etc.

Easements are hereby created upon portions of the Common Areas as may be necessary in connection with the construction, alteration, rebuilding, restoration, maintenance and repair of any Living Unit or other structures and improvements within the Property or Additional Property, or serving the Property or Additional Property; provided, however, that in the exercise of any rights under this easement there shall be no unreasonable interference with the use of any Living Unit or other structure or improvement on the Property. Any Person benefiting from the foregoing easement shall indemnify and save harmless the Developer, the Association and each Owner and Occupant from and against any and all losses, damages, liabilities, claims and expenses, including reasonable attorneys’ and paralegals’ fees resulting from any such construction, rebuilding,

alteration, restoration, or maintenance, and shall repair any damage caused in connection with such activities to substantially the same condition that existed prior to such activities.

Section 3.5 – Emergency and Service Easements

There is hereby granted to the City and the County an easement for access to the Common Areas for emergency purposes, or in the event of nonperformance of maintenance of improvements affecting the public interest. The City shall have the right but not the obligation, after proper notice, to make improvements and perform maintenance functions with the costs thereof levied as a lien against the Common Areas. The City shall have the right to proceed against the Association for reimbursement of said costs including the right to file liens against individual units, houses and vacant building lots. Advance notice is not required for emergency entrance onto the Common Areas. Fire, police, health, sanitation, medical, ambulance, school buses, utility company, mail service and other public or quasi-public emergency and service personnel and their vehicles shall have an easement for ingress and egress over and across all roads or drives within the Property for the performance of their respective duties.

Section 3.6 – Drainage Rights and Authority to Transfer Drainage and other Easement Rights to City or County

The Developer, each Owner, the Association and the City shall have the non-exclusive right and easement in common to utilize the waterways, courses, storm sewers, drainage pipes and retention basins in, over and upon the Common Areas for the purposes of drainage of surface waters on the Property, said rights-of-ways and easements being hereby established for said purpose. It shall be the obligation of the Association to properly maintain, repair, operate and control such drainage system on the Common Areas unless such drainage system is otherwise the responsibility of the City. Notwithstanding the foregoing, the City shall have the right to maintain, repair, operate and control such drainage system in the event the Association fails to do so, in which event the City shall charge the Association the reasonable costs of such maintenance, repairs or operations.

Developer and (after transfer of the Common Areas) the Association shall have the right to grant easements for the installation and maintenance of sanitary sewers, storm sewers, drainage, and swales to the City, subject to approval of the City. No owner shall in any way hinder or obstruct the operation or flow of the drainage system. No structures (including, but not limited to, sidewalks and driveways), plantings or other materials shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and/or maintenance of such improvements in such easement areas or which may change, retard or increase the flow of water through the respective easement areas. The easement areas and all improvements therein shall be maintained continuously by the Association unless those easement areas are accepted by the City and by formal action of the City.

Section 3.7 – Easements for Community Signs

Easements are created over the Common Areas to install, maintain, repair, replace and illuminate signs that are for the general benefit of the Property or for the identification of the development on the Property. The type, size and location of the signs shall be subject to the

approval of the Design Review Committee and subject to the laws of the City, County, and other governmental authorities having jurisdiction.

Section 3.8 – Easement to Maintain Sales Offices, Models, etc.

Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and sale of Living Units by the Developer or an Affiliate of the Developer is continuing within the Property, it shall be expressly permissible for the Developer to maintain and carry on upon portions of the Common Areas and/or Sublots such facilities and activities as, in the sole opinion of the Developer, may be reasonably required, convenient, or incidental to the construction or sale of Living Units within the Property, including, but not limited to, administrative/customer services, trailers for sales/construction office purposes, parking areas, parking signs, identification signs, model units, and sales and resales offices, and the Developer, its guests, licensees and invitees shall have an easement for access to all such facilities. The right to maintain and carry on such facilities and activities shall specifically include the right of the Developer to use Living Units owned by the Developer as models and/or construction and/or sales offices. Developer further reserves the right and easement for itself and its successors, assigns, contractors, materials suppliers and others performing work and furnishing materials to construct Living Units and other improvements upon the Property, to perform warranty work on Living Units and other improvements upon the Property, to conduct business and carry on construction/site development activities during business hours that are customary within the City. This Section may not be amended or modified without the express written consent of the Developer.

Section 3.9 – Landscaping, Snow Plowing and Maintenance Easements

There is hereby reserved for the benefit of the Association and its agents, employees, successors and assigns an alienable, transferable, and perpetual right (but not the obligation) and easement to enter upon any Sublot for the purpose of maintaining reasonable standards of health, fire safety, and appearance within the Property, provided that such right and easement shall not impose any duty or obligation upon Developer or the Association to perform any such actions except as otherwise provided herein; and provided, further, that in exercise of its rights hereunder the Association shall be entitled to be reimbursed by the Owner of the Sublot pursuant to Section 6.4 hereof.

There is further hereby reserved for the benefit of the Association and its agents, employees, successors and assigns an alienable, transferable, and perpetual right and easement to enter upon any Sublot for the purposes of maintaining and replacing Association Landscaping, and for the performance of Attached Home Exterior Maintenance Services, all as provided in Section 6.4 herein.

Section 3.10 – Easements for Encroachments

If by reason of the construction, repair, restoration, partial or total destruction and rebuilding, or settlement or shifting of any of the Living Units, any part of a Living Unit shall encroach upon any part of the Common Areas, upon any part of an adjacent Sublot or Living Unit, or upon a setback line shown on a plat, easements in favor of the Owner of the encroaching Living

Unit are hereby established for the maintenance of such encroachment; provided, however, in no event shall a valid easement for any encroachment be created in favor of an Owner if such encroachment occurs due to his or her willful conduct.

Section 3.11 – Environmental Easement

There is hereby reserved for the benefit of Developer, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement on, over, and across the Common Areas and the vacant portions of a Sublot for the purpose of taking any action necessary to effect compliance with the environmental rules, regulations, and procedures from time-to-time promulgated or instituted by the Board, the Design Review Committee, or by any other governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides and the right to maintain designated “wetland” areas, if any.

Section 3.12 – Scope of Easements and Dedication of Utilities

As the improvements to be located within the Property for the easement rights granted or reserved under Sections 3.1 and 3.2 above are definable within specific areas, the Developer or the Association (with the Developer’s prior written consent, so long as Developer is a Class “B” Member) shall have the right (but not the obligation) to: (a) limit such easements to specific areas and purposes, and record a document or documents releasing the balance of the lands from the burden of such easements; and/or (b) record a plat or other document(s) setting forth the specific areas subjected to such easements; and/or (c) dedicate to public or private use specific areas (and the improvements contained therein) within the Property to meet the requirements of the City, the County, or other public authorities having jurisdiction over the same. The Developer or the Association may exercise any of such rights without the necessity of obtaining the consent or approval of Owners or other Persons for whose benefit the easement rights are granted or reserved.

Section 3.13 – Easements To Run With the Land

All easements and rights described herein are easements appurtenant to the Property (including the Living Units) and the Common Areas, shall run with said lands perpetually, and at all times inure to the benefit of and be binding upon the Developer, its successors and assigns, and any Owner, Tenant, Occupant, purchaser, mortgagee, the City, the County or other Person having an interest in the Property, or any part or portion thereof. Reference to the easements and rights described in any part of this Declaration, in any deed of conveyance, lease, mortgage, trust deed, declaration for another type of residential association, or other evidence of obligation shall be sufficient to grant such easements and rights to the respective grantees, lessees, mortgagees or trustees of such property, or any portion thereof, and to reserve to the grantor or lessor therein, their successors and assigns, as easements appurtenant to the remainder of such properties, easements created by this Declaration for the benefit of any Owner, Tenant, Occupant, purchaser, mortgagee, the City or County, or other Person in respect to any portion of the property as fully and completely as though such easements and rights were recited fully as set forth in their entirety in such document.

Section 3.14 – Common Areas

Developer, all Owners, Occupants and the guests of such parties shall have the right to enter upon, and shall have the non-exclusive right and easement to use and enjoy the Common Areas for their intended purposes in accordance with this Declaration and the applicable Rules which shall be appurtenant to and shall pass with the title to every Sublot, subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board. After the Class “B” Control Period, no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by seventy-five percent (75%) of the Members has been recorded.

ARTICLE IV OWNERSHIP AND OPERATION OF COMMON AREAS

Section 4.1 – Conveyances of Common Areas

Developer shall convey the Common Areas to the Association free and clear of any liens and encumbrances other than those existing at such time Developer took title to such Common Areas, this Declaration, and those encumbrances permitted hereunder. Such conveyance shall be by limited warranty deed and shall have priority over all liens and encumbrances whatsoever except the easements, covenants, restrictions and provisions of this Declaration; easements, covenants, restrictions, conditions and other similar matters of record; real estate taxes and assessments which are a lien, but are not due and payable at the time of said conveyance; and zoning and other ordinances, if any. The Association shall hold title to said parcels subject to the provisions of this Declaration.

Section 4.2 – Use of Common Areas

Any Owner may delegate, in accordance with the Code of the Association and subject to the Rules as may be adopted in accordance therewith, his or her right of enjoyment to the Common Areas to the members of his or her family, tenants, and social invitees, and shall be deemed to have made a delegation of all such rights to the Occupants or Tenants of any leased Living Unit.

Section 4.3 – Alterations to Common Areas

All alterations to the Common Areas, including, but not limited to, installation of any improvements, construction of any building or structure, or planting, trimming, or maintenance of any landscaping, lawn or trees, shall be made or done solely by or at the direction of the Association (or the Developer, prior to the conveyance of the Common Areas to the Association or at its election pursuant to an easement granted hereunder), and no such alterations shall be permitted to be completed by any Owner (other than Developer) or Occupant unless expressly permitted by the Board in writing.

ARTICLE V THE ASSOCIATION

Section 5.1 – Existence

The Association is an Ohio not-for-profit corporation.

Section 5.2 – Membership and Voting Rights

a) Classes of Membership

The membership of the Association is and shall be divided into two (2) classes:

- (1) **Class “A” Membership.** Each Owner of a Sublot or Living Unit, with the exception of the Developer, shall automatically be a Class “A” Member of the Association. Class “A” members shall be entitled to one (1) vote for each Sublot in which they hold the fee simple interest or interests. All Owners shall be Members of the Association. Class “A” Membership is appurtenant to the ownership of each Sublot and shall not be separable from the ownership of any Sublot and shall be deemed to have been terminated with any voluntary or involuntary conveyance of any Sublot, whether or not such membership is expressly referred to in the instrument effecting such conveyance, at which time the new Owner or other successor-in-interest shall immediately and automatically become a Member of the Association with all rights and responsibilities relative thereto. No Owner, whether one or more persons, shall have more than one membership per Sublot owned.
- (2) **Class “B” Membership.** The Developer shall automatically be the Class “B” Member of the Association.

b) Voting Rights

- (1) **Class “A” Member.** Class “A” Members shall be entitled to one (1) equal vote for each Sublot in which they hold the interest required for membership under Section 5.2(a)(1) hereof. There shall be only one (1) vote for each Sublot. In any situation where a Class “A” Member is entitled to exercise a vote and more than one (1) Person holds the interest in such Sublot required for membership, the vote for such Sublot shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the vote of the Sublot shall be suspended if more than one (1) Person seeks to exercise it. In the case of a Sublot owned or held in the name of a corporation, partnership, limited partnership, limited liability company, trust or other entity, a certificate signed by such Owner shall be filed with the Secretary of the Association naming the Person authorized to cast a vote for such Sublot, which certificate shall be conclusive until a subsequent certificate is filed with the Secretary of the Association. If such certificate is not on file, the vote of such entity shall not be considered, nor shall the presence of a Person purporting to act on behalf of such entity at a meeting be considered in determining whether the quorum requirement for such meeting has been met. When a fiduciary or other legal representative of an Owner has furnished to the association proof of such Person’s authority, such Person may vote as though he or she were the Owner.

- (2) **Class “B” Member.** The Class “B” member shall be the Developer and shall be entitled to four (4) votes for each Sublot owned. The Class “B” membership shall cease at such time as the Developer or a successor designated by the Developer is no longer an Owner of a fee simple interest in the Property. The period during which the Class “B” Membership exists is referred to as the “**Class “B” Control Period.**”

For purposes of determining the number of votes allowed under this Section with respect to land of the Property which has not yet been subdivided into Sublots, the total number of Sublots shall be thirty-six (36), which is the total number of Living Units Developer intends to develop within the Property and Additional Property. If Developer at any time makes a final determination that more or less than fifteen (15) Living Units will be constructed within the Property and any Additional Property, Developer may amend this Section 5.2(b) pursuant to Section 16.12 herein to reflect the actual number of Living Units to be constructed.

Section 5.3 – Board and Officers of the Association

The Directors of the Board and the Officers of the Association shall be elected as provided in the Code, and shall exercise the powers, discharge the duties, and be vested with the rights conferred by operation of law, the Articles, and Code, except as otherwise specifically provided.

Section 5.4 – Rights of the Association

Notwithstanding the rights and easements of enjoyment and use created in Article III of this Declaration, and in addition to any right the Association shall have pursuant to this Declaration or in law, the Association shall have the right:

- a) To borrow money from time to time for the purpose of improving the Common Areas, and, with the assent of two-thirds (2/3rds) of each class of Members, secure said financing with a mortgage or mortgages upon all or any portion of the Property owned by the Association in accordance with the Articles and Code and subject to the provisions of this Declaration.
- b) To take such steps as are reasonably necessary to protect the Common Areas from foreclosure.
- c) To convey the Common Areas, or a portion thereof, to a successor; provided, however, that any such conveyance shall require the vote of seventy-five percent (75%) of each of the Class “A” and Class “B” Members, and provided that such successor shall agree, in writing, to be bound by the easements, covenants, restrictions and agreements of this Declaration, and provided further that if ingress and egress to any Sublot is through any Common Area, such conveyance shall be subject to the Owner’s easement of ingress or egress; and provided, further, however, that any transfer of any Common Area shall require the prior approval of the City.
- d) To enter or authorize its agents to enter on or upon the Property, or any part thereof, when

necessary in connection with any maintenance, repair or construction for which the Association is responsible or has a right to maintain, repair or construct. Such entry shall be made with as little inconvenience to the Owner and Occupants thereof as practicable, and any damage caused thereby shall be repaired by the Association.

- e) To grant, obtain, or dedicate to public use easements and rights-of-way: (i) for access and easements for the construction, extension, installation, maintenance or replacement of utility services and facilities, or (ii) to or from a public or governmental authority, and to or from any body or agency which has the power of eminent domain or condemnation over any portion of the Property; provided, however, that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer be signed by two-thirds (2/3rds) of the Members has been recorded. Prior to the termination of the Class "B" Control Period, the Developer shall have the exclusive authority to exercise the right of dedication or transfer.

ARTICLE VI RESPONSIBILITIES OF THE ASSOCIATION

The Association shall have the exclusive duty to perform the following functions:

Section 6.1 – Maintenance of Areas of Common Responsibility

The Association shall maintain the Areas of Common Responsibility in a clean, safe, neat, healthy and workable condition, and in good repair, and shall promptly make all necessary repairs and replacements, structural and nonstructural, ordinary as well as extraordinary, subject only to the provisions of this Declaration. The Association may provide equipment and supplies necessary for the maintenance (including landscape maintenance) and enjoyment of Common Areas. Portions of the Common Areas including Open Space may be left in their natural state. The Board of the Association has the right to set aside portions of the Common Area to be left to grow in their natural state. The Association is under no obligation to clear, trim, mow, fertilize or otherwise maintain the natural vegetation in such natural areas. All work performed by the Association under this Article shall be performed in a good and workmanlike manner. The following are included among such Areas of Common Responsibility:

- a) **Entrance Areas.** To operate, and to maintain, repair and replace, any now-existing or hereafter-created Entrance area at, or in the vicinity of, any entrance to the Property from public or private roads, and all associated landscaping and other related facilities such as walkways, benches, sprinkler systems, signs, lighting, traffic control devices, decorative or screening walls and fences, ponds and fountains and pumps situated at or in the vicinity of the Entrance. Natural areas adjacent to any entrances may remain so, in accordance with the provisions of Section 6.1(i) below.
- b) **Fences, Walls and Other Structures.** To maintain, repair and replace any fences, walls, gates and other structures, if any, situated within the Common Areas.
- c) **Berms Along Public Roads.** With respect to the berms (including berms within the public rights-of-way) and landscaping thereon which are desired or required to be maintained

adjacent to the perimeter of the Property to maintain such berms, and any landscaping on such portions of such berms, in good and attractive condition.

- d) **Landscape Easement Areas.** To maintain in good and attractive condition all parts of any landscaping now or hereafter within areas adjacent to or within islands within any public roadways over which a landscape easement is granted to the Association by plat or other document.
- e) **Association Landscaping.** To maintain and replace all Association Landscaping within the Common Areas.
- f) **Snow Removal.** To remove snow from all driveways, sidewalks, and parking spaces and lots within the Common Areas. The Association shall not be required to use a deicing agent.
- g) **Drainage System.** To maintain all lakes, canals, piping, culverts, drains and other facilities now or hereafter situated upon any portion of the Property that are not the responsibility of the City and which are intended for the collection, retention, detention, transmittal or disposal of storm-water in clean and sanitary condition and in good order and repair and to make all replacements and renewals necessary to so maintain the same.
- h) **Lighting.** With respect to all parts (including, but not limited to, poles, standards, fixtures) of a lighting system (if any) which may be installed by or at the direction of the Developer or the Association in the Common Areas, to maintain the same in good order and condition, to make all replacements and renewals necessary to so maintain the same. Each Owner shall pay the cost of operating any and all lights on such Owner's Sublot, and Owners shall maintain the same in good order and working condition, making all necessary replacements and repairs thereto.
- i) **Common Areas.** To maintain the Common Areas (including Open Spaces) and all improvements and landscaping therein in good and attractive condition, for the use and enjoyment of Owners. To maintain (including snow removal), repair and replace off-street parking spaces (if any), mail kiosks (if any), sidewalks within Common Areas. The obligations set forth in this subsection shall be deemed to run with and burden the party accepting any such deed and title to the Common Area. No clearing of vegetation shall occur within Open Spaces other than as reasonably required for the construction and maintenance of walking trails within the Open Spaces, if any. Portions of the Common Areas including Open Spaces which have been left in their natural state may remain in their natural state, and the Association is under no obligation to clear, trim, mow, fertilize, or otherwise maintain the natural vegetation in such areas.
- j) **Community Signs.** To install, maintain, repair, and replace (where applicable) all signs located on any portion of the Property installed by the Association or the Developer.

Section 6.2 – Taxes and Assessments

The Association shall pay all taxes and assessments levied against portions of the Property owned by the Association.

Section 6.3 – Utilities

The Association shall pay all charges for water, sewer, electricity, light and other services used, rented, or supplied to or in connection with any property owned and/or operated by the Association. All such utility services shall be contracted for, metered and billed by and through the Association.

Section 6.4 – Exterior Maintenance of Living Units

- a) **Attached Home Exterior Maintenance Services.** Notwithstanding anything to the contrary contained herein, the exterior of each Living Unit, Sublot and the associated Common Areas shall be maintained and repaired by each Owner and the Association in accordance with the Chart of Maintenance Responsibilities as shown on **Exhibit “E”** attached hereto and incorporated herein.
- b) **Maintenance of Association Landscaping Within Sublots.** The Association shall maintain all Association Landscaping within Sublots to such standards as the Board shall determine, which maintenance shall include lawn mowing and fertilizing, and plant and tree trimming. Plant and tree replacement shall be made in a manner that is consistent with the overall community design and consistent with the type of trees and plants that are typically installed when a new Living Unit is delivered to the Owner. The Association maintenance shall include watering of all grass within the Common Areas. The expense of maintenance of Association Landscaping within Sublots shall be paid by all Living Unit Owners through Landscape Assessments.

Section 6.5 – Insurance

- a) **Casualty Insurance.** The Board, or its duly authorized agent shall have the authority to and shall obtain blanket “all-risk” property insurance, if reasonably available. The coverage shall be for all insurable improvements on the Common Areas and such other property as the Association is obligated to maintain and insure. If blanket “all-risk” coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. The face amount of such insurance shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.
- b) **Liability Insurance.** The Board shall also obtain a public liability policy covering the Common Areas. This coverage shall insure the Association and its Members for all damage or injury caused by the negligence of the Association, any of its Members, employees or agents, or any other person who has a right to occupy a Living Unit. The public liability policy shall have at least a One Million (\$1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a One Million (\$1,000,000.00) Dollar limit per occurrence, if reasonably available, and a Three Hundred Thousand (\$300,000.00) Dollar minimum property damage limit.

- c) **Premiums.** Premiums for all insurance on the Common Areas shall be a Common Expenses of the Association. The policies may contain a reasonable deductible. The amount of the deductible shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the coverage required hereunder. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance. In the event that multiple parties may be liable, the deductible shall be allocated in relation to the amount each party's loss bears to the total.
- d) **Specifications.** All insurance coverage obtained by the Board shall be written in the name of the Association as trustee for the respective benefited parties, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth.
- (i) All policies shall be written with a company authorized to do business in Ohio. Such company must hold a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available. If such rating is not reasonably available, the most nearly equivalent rating which is available is acceptable.
 - (ii) All policies on the Common Areas shall be for the benefit of the Association and its Members, and their Mortgagees, as their interests may appear.
 - (iii) Exclusive authority to adjust losses under policies obtained by the Association on the Properties shall be vested in the Board; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
 - (iv) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their mortgagees.
 - (v) All property insurance policies shall have an inflation guard endorsement, if reasonably available. If the policy contains a co-insurance clause, it shall also have an agreed amount endorsement. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Franklin County area.
- e) **Additional Specifications.** The Board shall be required to use reasonable efforts to secure insurance policies that will provide the following:
- (i) a waiver of subrogation by the insurer as to any claims against the Association, the Board, officers, employees and manager, the Owners and Occupants of Units, and their respective tenants, servants, agents, and guests;
 - (ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

- (iii) a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of any one or more individual Owners;
 - (iv) a statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of any curable defect or violation without prior demand in writing delivered to the Association to cure the defect or violation and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or mortgagee;
 - (v) a statement that any “other insurance” clause in any policy exclude individual Owners’ policies from consideration; and
 - (vi) a statement that the Association will be given at least thirty (30) days’ prior written notice of any cancellation, substantial modification, or non-renewal.
- f) **Other Insurance.** In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker’s compensation coverage, directors’ and officers’ liability coverage, if reasonably available, and flood insurance, if reasonably available. The Board shall obtain fidelity coverage on Trustees, officers, employees, and other persons handling or responsible for the Association’s funds. The amount of fidelity coverage shall be determined in the Trustees’ best business judgment but, if reasonably available, may not be less than one-sixth (1/6) of the annual general Assessments and Assessments on all Sublots, plus reserves on hand. Such coverage shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days’ prior written notice to the Association of any cancellation, substantial modification, or non-renewal.
- g) **Damage and Destruction to the Common Elements.**
- (i) Immediately after damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance. The Board or its agent shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Property to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.
 - (ii) The Association shall repair or reconstruct any damage or destruction to the Common Areas. The Owners exercising at least seventy-five (75%) percent of the total votes of the Association, may decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended

until such funds or information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Areas shall be repaired or reconstructed.

- (iii) In the event that it should be determined in the manner described above that the damage or destruction to the Common Areas shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Property shall be cleared of all debris and ruins. Thereafter the Association shall maintain the area in a neat and attractive, landscaped condition consistent with the standards prevailing in the community.

h) **Disbursement of Proceeds.** If the damage or destruction for which the proceeds of insurance policies held by the Association are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s), as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any mortgagee of a Sublot and may be enforced by such mortgagee.

i) **Repair and Reconstruction.** If the damage or destruction to the Common Areas for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Owners, levy a Special Assessment against the Owners. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

j) **Individual Insurance.**

- (i) **Casualty Insurance.** Each Owner shall obtain and maintain in effect, all-risk insurance coverage and other appropriate damage and physical loss insurance, all in an amount equal to the then current full replacement value of the Living Unit, including all fixtures, improvements, alterations and equipment that are reasonably and customarily considered part of a Living Unit, including those located outside of the Living Unit but serving the Living Unit, whether part of a Living Unit or a Common Area; and such personal property of the Owner as is normally insured under building coverage, but excluding land, excavations, portions of foundations below the under surfaces of the slab floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies. Each Owner shall upon request provide the Association with evidence that such coverage is in effect.

- (ii) **Liability Insurance.** Each Owner shall obtain and maintain in effect adequate liability insurance covering such Owner's Sublot and Living Unit.
- (iii) **Obligation to Repair and Restore.** Subject only to the rights of an institutional holder of a first mortgage lien on a damaged Living Unit, the insurance proceeds from a policy covering a Living Unit shall first be applied to the repair, restoration or replacement of such Living Unit. Each Owner shall be responsible for the repair, restoration or replacement of such Living Unit pursuant to the terms hereof. Any such repair, restoration, or replacement shall (subject to advances and changes in construction techniques and materials generally used in construction and then current generally accepted design criteria) be generally harmonious and consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration.
1. If the proceeds of the insurance are insufficient to pay for the cost of repair, restoration, or replacement of a Living Unit, the Owner shall be responsible for the payment of any such deficiency necessary to complete the repair, restoration, or replacement.
 2. If the proceeds of the insurance are in excess of the amount necessary to pay for the cost of repair, restoration, or replacement of a Living Unit, the Owner shall be entitled to such excess in accordance with the provisions of the applicable insurance policy or policies and subject to the terms of any mortgage covering such Living Unit.
- (iv) **Association Rights.** If any Owner fails to obtain the insurance required in this Section, or fails to pay the premiums therefore when and as required or fails to perform the obligation of a Owner under this Section, then the Association may, but shall not be obligated to, obtain such insurance, make such payments for such Lot Owner and / or perform such obligations, and levy the cost of such payments or performance as an Assessment.
- (v) **Additional Insurance.** Each Owner may obtain additional insurance at such Owner's expense. No such policies, however, (i) shall be primary to that of the Association for any risk that the Association is obligated to insure and (ii) no Lot Owner may exercise such right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on any part of the Property at any time.
- (vi) **Additional Insurance Provisions.** The Declarant or Board, without a vote of the Owners, may amend the provisions of this Article or any supplemental provisions set forth in a Supplemental Declaration, if such amendment is necessary to comply with secondary mortgage market guidelines or is necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal

Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or any other agency which may insure or purchase loans on a Sublot.

Section 6.7 – Management

The Association shall provide the management and supervision for the operation of the Areas of Common Responsibility. The Association shall establish and maintain such policies, programs, and procedures, and shall perform and carry out all other duties and acts reasonably necessary to give effect to and to fully implement this Declaration for the purposes intended, and for the benefit of the Members, and may, but shall not be required to:

- a) Adopt Rules;
- b) Engage employees, volunteers and agents, including, but not limited to, security personnel, attorneys, accountants, activities director(s), consultants, maintenance firms and contractors;
- c) Delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company. Such delegation may be evidenced by a management contract which shall provide for the duties to be performed by the managing agent and for the payment to the managing agent of a reasonable compensation. No management agreement or renewal thereof shall be for a period longer than one (1) years (subject to the right of either party to terminate the management contract without cause and without payment of a termination fee, upon ninety (90) days written notice to the other party).

Section 6.8 – Enforcement

The Association shall take all actions reasonably necessary under the circumstances to enforce the covenants and restrictions set forth in Article VII hereof.

Section 6.9 – Rules and Regulations

The Association, through the Board, may make and enforce Rules governing the Areas of Common Responsibility, which Rules shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Impositions of sanctions shall be as provided in the Code. An Owner shall be subject to the foregoing sanctions in the event of a violation by such Owner, his or her family, guests, Tenants, or co-Owners, or the family, guests or Tenants of such co-Owners. Furthermore, the Association may enforce City resolutions or ordinances through the Board to the extent permitted by law, by contract, or other agreement. The Association shall cooperate with the City, County or other governmental authority having jurisdiction to enforce ordinances or resolutions on the Property for the benefit of the Association and its Members.

Section 6.10 – Developer’s Rights

During the Class “B” Control Period, the Developer shall exercise all or any of the powers, rights, duties and functions of the Association, including, without limitation, the right to levy special assessments as authorized herein, the right to enter into a management contract, the right to obtain insurance under the Developer’s blanket policy (if any), the right to perform each duty and obligation of the Association set forth herein, the right to collect Assessments and disburse all funds of the Association, and the right to place a lien (and to foreclose said lien) on a Living Unit for unpaid Assessments in the manner and to the extent granted to the Association as herein provided.

Section 6.11 – Upgrading

The Association may continuously attempt to upgrade the Areas of Common Responsibility for the good and welfare of all of its Members. In so doing the Association is authorized to expend reasonable sums of money for such purpose and intent, subject to the provisions of this Declaration and reasonable monetary considerations.

ARTICLE VII COVENANTS AND RESTRICTIONS

The intent of this Declaration is to cause the Property to be kept and maintained as a high quality attached cluster community. Therefore, the covenants and restrictions provided in this Article shall be applicable to the Owners, Land Contract Vendees, Lessees, Tenants and Occupants of the Property. The following Covenants and Restrictions shall be broadly construed and interpreted in furtherance of this intent. The Association, acting through its Board, or any Owner, shall have the standing and power to enforce such standards and to make and to enforce additional standards and restrictions governing the use of the Property in addition to those contained herein.

Section 7.1 – Covenant of Good Maintenance

Each Owner and Occupant shall maintain the interior of such Owner’s Living Unit, and each shall keep the adjacent Common Areas free from debris, rubbish, rubble and other conditions created by such Owners or Occupants or their guests. Each Owner shall be responsible for the maintenance, repair and replacement of the water line/or sanitary sewer line exclusively serving his or her Living Unit. Each Owner and Occupant shall keep the walks leading from the front of the Living Unit to the driveway and any patios, decks, stoops, and steps free of unreasonable accumulations of snow. The Association shall have no responsibility for snow removal from such areas.

Section 7.2 – Trailers, Sheds and Temporary Structures

No temporary buildings, trailer, recreation vehicle, garage, tent, or any similar structure shall be used, temporarily or permanently, as a residence or office on any part of the Property at any time. Recreational vehicles shall not be parked in a driveway for more than twenty-four (24) hours in a seven (7) day period. A recreational vehicle shall not be used as a residence during the period it is parked in a Sublot driveway. Subject to City regulations, Developer shall have the right to maintain a temporary trailer on the property in accordance with Section 3.8 hereof. No shack,

barn or shed shall be permitted on the property in accordance with Section 3.8 hereof. No shack, barn, shed or gazebo shall be permitted on any Sublot.

Section 7.3 – Fences, Walls and Jungle Gyms

Fences, walls and/or jungle gyms of any kind shall not be erected, begun or permitted to remain on any portion of a Sublot unless approved by the Design Review Committee or unless originally constructed by the Developer.

Section 7.4 – Nuisance

No noxious or any activity constituting an unreasonable source of discomfort or annoyance shall be carried on upon any portion of the Property (including the Living Units situated thereon), nor shall anything be done thereon that may be or become a nuisance or annoyance to other Owners. The Board shall have absolute power to determine what is “reasonable” and what is “unreasonable” under this Section except that the Board’s determination shall not bind the City or other governmental agency in enforcing nuisance laws.

Section 7.5 – Animals

No animals, livestock, reptiles, insects, spiders, arachnids, ferrets, monkeys, or poultry of any kind shall be raised, bred or kept on any portion of the Property (including the Living Units situated thereon) without the approval of the Board, except that dogs, cats, birds and other customary household pets may be kept, subject to Rules adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or annoyance shall be permanently removed from the Property upon three (3) days written notice from the Board. Each Living Unit shall be permitted up to a total of two (2) dogs, two (2) cats, or a combination of dogs and cats not to exceed three (3) in total, no more than two (2) birds, and a reasonable number, as determined by the Board, of other usual and common household pets, subject to compliance with applicable local codes. The Board, in its sole discretion, may allow new Owners whose number of pets at the time of move-in exceeds the permitted number of pets as defined in this Section, to retain those pets in the Living Unit until the pets expire or otherwise permanently leave the Living Unit. This is a “grandfather clause” only, and is not intended to allow any Owner to keep more than the permitted number of pets, as defined in this Section, in the Living Unit after the “grandfathered” pets have expired or otherwise permanently left the Living Unit. Dogs shall at all times whenever they are outside a Living Unit be confined within a fenced-in area (including an invisible fence) or on a leash held by a responsible person. Pet owners shall immediately pick up and properly dispose of any pet waste deposited upon any portion of the Property. Homeowners who receive approval from the Design Review Committee to install an invisible fence shall immediately replace, repair, and restore any portion of the Property, including but not limited to landscaping, lawn and underground utilities, that is disturbed during the installation of the invisible fence. Such replacement, repair and restoration shall return the Property to condition it was in immediately prior to the installation of the invisible fence.

Section 7.6 – Signs

No sign or other advertising device of any nature (other than “for sale” signs advertising the sale of a Living Unit) shall be placed upon any portion of the Property, except for signs and advertising devices installed by or at the direction of the Association, or which the Design Review Committee approves as to color, location, size and similar aesthetic characteristics. “For Rent” signs are prohibited. No “For Sale” signs shall be permitted, except that a “For Sale” and appropriate arrow signs leading to the Living Unit shall be permitted one (1) hour before a sales open house, during the sales open house and one (1) hour after the sales open house. Notwithstanding the foregoing, the restrictions of this Section 7.6 shall not apply to Developer. Furthermore, the right to install signs and the type of signage must comply with City requirements.

Section 7.7 – Mailboxes

Only those types of mailboxes installed by the Developer will be permitted. No additions to the original mailboxes will be permitted. Separate stand-alone mailboxes for newspapers are prohibited. All replacements of mailboxes shall be uniform and duplicate in appearance to the size, type, color and location of the mailboxes installed by the Developer.

Section 7.8 – Storage of Material and Trash Handling

No lumber, metals, bulk material, refuse or trash shall be burned, whether in indoor incinerators or otherwise (excluding the burning of firewood in a fireplace), kept, stored or allowed to accumulate on any portion of the Property, except normal residential accumulation pending pick-up and except subject to City regulations, building materials during the course of construction or reconstruction of any approved building or structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular recurring basis, containers may be placed in the open on any day that a pick-up is to be made, thereby providing access to persons making such pick-up. At all other times such containers shall be stored in such manner that they cannot be seen from adjacent and surrounding property. No dumping of rubbish shall be permitted on any portion of the Property. Anything herein to contrary notwithstanding, the Association or the Board may adopt a Rule or Rules which permit burning, incineration or storage of refuse or trash if the same becomes reasonably necessary for the safety, health or welfare of the Occupants, and is permitted by law. No clothing, laundry or other household items may be hung outside Living Units (or on patios), unless such items are not visible from any street within the Property. Storage of furniture, fixtures, appliances, machinery, equipment or other goods and chattels which are not in active use within Common Areas or any portion of a Sublot which are visible from outside the Sublot shall not be permitted.

Section 7.9 – Commercial or Professional Uses

Except as expressly permitted in this Declaration, or by Rules adopted in accordance with this Declaration, no industry, business, garage sale, yard sale, trade or full-time occupation or profession of any kind, commercial, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Property; provided, however, subject to City ordinance or regulations, an Occupant may use a portion of his or her Living Unit for his or her office or studio, so long as the activities therein shall not interfere

with the quiet enjoyment or comfort of any other Occupant and that such use does not result in the Living Unit becoming principally an office, school or studio as distinct from a Living Unit. Furthermore, no trade or business may be conducted in or from any Living Unit unless the written approval of the board (or Covenants Committee referred to in the Code) is first obtained. Such approval shall be granted by the Board 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 Living Unit; (b) the business activity conforms to all City zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property except by appointment only; (d) the business activity does not involve door-to-door solicitation of Occupants of the Property; and the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. The Board may adopt Rules which intensify, relax or amend the prohibitions of this Article provided the rules do not violate City zoning requirements. The Board may revoke approval of any business activity subsequently determined by the Board, in its sole discretion, to become a nuisance. Nothing in this section shall preclude the leasing of a Living Unit by the Developer or an Owner; the right of the Developer or the Board (or a firm or agent employed by the Developer or Board) to approve commercial activities such as charity events, temporary food and beverage operations, operation of vending machines within the Common Areas, the offering of recreational and other classes and activities for a fee, the right of the Developer to maintain brokerage offices for sales of Sublots and for new sales of Living Units within the Property, and resales of Living Units and the right of the Developer to utilize a Living Unit for sales of office purposes, subject to compliance with City zoning requirements. The Board may, at its sole discretion, allow a “community-wide” garage sale from time to time.

Section 7.10 – Storage of Vehicles and Machinery

No truck (except for a two-axle truck with no more than four tires), camper, camper trailer, recreation vehicle, boat, boat trailer, all-terrain vehicle, airplane, snowmobile, mobile home, tractor, bus, farm equipment or off-road vehicles (except for automobiles with two axles and four tires and motorcycles) of any kind, licensed or unlicensed, shall be stored on any driveway or other area in or upon the Property, except in the confines of garages, or parking areas approved by the Design Review Committee subject to City regulations. No machinery of any kind shall be placed or operated upon any portion of the Property except such machinery which is customarily required for the maintenance of the Property, related improvements, lawns and landscaping. Notwithstanding the foregoing, the Developer may maintain a construction/office/sales trailer(s) on the Common Areas and on Sublots owned by the Developer so long as the construction and sales by the Developer of the Living Units is continuing, subject to City zoning requirements.

Section 7.11 – Firearms; Preservation of Wildlife

Firearms, ammunition and explosives of every kind shall not be discharged, nor shall any traps or snares be set, nor shall any hunting or poisoning of wildlife of any kind be permitted in or upon the Property, except for rodent control and the control of such other animals as constitute a nuisance or cause damage to the Property, or except with the prior written approval of the Board.

Section 7.12 Control of Trucks, Commercial Vehicles

No tractor trailers, commercial tractors, commercial vehicles, road machinery, excavating equipment shall be permitted to remain on any portion of the Property or on the public right-of-way adjoining any portion of the Property for any period of time whatsoever, except while making deliveries or performing services thereon and except as necessary for the construction, reconstruction or repair of buildings or structures on the Property subject to compliance with City zoning requirements.

Section 7.13– Poles, Wires, Antennae and DDS Satellite System

Subject to applicable easement rights, no facilities, including poles and wires, for the transmission of electricity, telephone messages, ham radio messages and the like shall be placed or maintained above the surface of the ground in any portion of the Property without the prior approval of the Design Review Committee and subject to City regulations. This provision shall not apply to temporary facilities for the construction or repair of any building or other structure. A Digital or Direct Satellite System (“DSS System”) thirty-nine inches (39”) or less in diameter may not be attached to a Living Unit; provided, however, a DSS System measuring thirty-nine inches (39”) or less in diameter may be located in a mulch bed and the top of the DSS System must be below the overhanging gutter. Any placement of a DSS System (including, but not limited to, all associated wiring) must not visible from the street, and must have the prior approval of the location of the DSS System be given by the Design Review Committee. Any and all wiring associated with an approved Digital or DSS System must be attached in an aesthetically pleasing manner.

Section 7.14 – Swimming Pool Restrictions; Hot Tubs

No swimming pools or hot tubs are permitted on the Property, except as otherwise approved by the Design Review Committee. Any approved hot tub must be kept in clean and sanitary condition at all times and must have covers that can be fastened and which shall be key locked when unattended and/or not in use.

Section 7.15 – Exterior Appearance and Lights for Exterior of Residences

The exterior of any building or structure in the Property shall not be altered, modified, changed or redecorated in such a way as to change the appearance or décor of the structure. The provisions of this paragraph are subject to the provisions of Section 8.2 of this Declaration. Should the Developer install a light in front of a Living Unit, such light is to be maintained by the Owner of each Living Unit. The cost of operation thereof shall be the responsibility of the Owner of the Living Unit serviced by the light.

Section 7.16 – Grading

No person shall change the grade on any portion of the Property without first obtaining the consent of the Design Review Committee.

Section 7.17 – Drainage Ditches

No Person shall interfere with the free flow of water through any drainage ditches or storm sewers within the Property. The City or other governmental authority having jurisdiction shall have the right (but not the obligation) to enter upon the Common Areas of the Property to repair and maintain all storm, drainage, courses, ditches, structures and appurtenances for the purpose of relieving any flooding condition or threatened flooding condition which might be harmful to other property within the City. This Section supplements Section 3.7 hereof.

Section 7.18 – Re-subdivision of Sublots

No Sublot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise after acquisition from the Developer. Developer, however, hereby expressly reserves the right to re-plat any Sublot owned by the Developer. Any such division, boundary, line change or replatting shall not be in violation of applicable City regulations.

Section 7.19 – Compliance with City Codes

Each Owner shall comply with City and other governmental requirements. It is agreed that a violation of any such requirements or any restriction, condition, covenant or restriction imposed now or hereafter by the provisions of this Declaration is a nuisance per se that can be abated by the Association or the City. If the City, County or other governmental requirement is stricter or more comprehensive than any provision hereof, the City, County or governmental requirement shall prevail.

Section 7.20 – Fire Pits

Fire pits may not be installed on any Sublots.

Section 7.21 – Use of the Name “Scioto Villas”

No Owner or Occupant shall use the words “Scioto Villas”, or any derivative thereof in any printed or promotional materials without the prior written consent of Developer. However, Owners may use the name “Scioto Villas” in printed and promotional material where such work is used solely to specify that particular property is located within the Property.

Section 7.22 – Party Walls

- a) Each wall which is built as part of the original construction of Living Unit upon the Property and placed on the dividing line between two Sublots shall constitute a Party Wall. The Association shall maintain the exterior portion of all Party Walls. Owners sharing a Party Wall shall be responsible for all interior maintenance, repair, and replacement of such Party Wall which is not provided by the Association or covered by the Attached Home Insurance policy.
 1. Each Owner sharing a Party Wall shall have the full right to use the Party Wall for the support of beams and structural materials or in any other lawful manner not prohibited hereby; provided, however, that such use shall not injure, impair the strength of, or endanger the wall, foundation or other portion of the Living Unit of

the other Owner, and shall not impair or endanger the Party Wall benefits and supports to which the adjoining Living Unit is entitled.

2. Neither Owner of a Living Unit sharing a Party Wall may extend the length or increase the height of the Party Wall.
3. Except as exterior maintenance shall be provided by the Association, the cost of reasonable repair and maintenance of a Party Wall shall be shared equally by the two (2) Owners who make use of the Party Wall.
4. Notwithstanding any other provision of this subsection, an Owner who by his or her negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
5. The right of any Owner to contribution from any other Owner under this subsection shall be appurtenant to the land and shall pass to such Owners successors in title.
6. In the event of any dispute arising concerning a Party Wall, or under the provisions of this Section, such dispute shall be submitted to arbitration pursuant to Section 16.8 of this Declaration.

Section 7.23 – Foundation Membrane

A membrane barrier system has been installed under the foundation of each Living Unit as a building control technology. The membrane has been installed as a vapor intrusion barrier system. No Owner may conduct any work inside or outside the Living Unit which would damage, penetrate or otherwise affect the foundation membrane, without the prior approval of the Association. In the event that any repairs, replacements or improvements to the Living Units are needed that would affect the foundation membrane (such as work to the water or sewer facilities) and such work has been approved by the Association, the Owner having such work completed and the Association are required to consult with an environmental consultant designated by the Association prior to conducting such work affecting the foundation membrane, and such environmental consultant must be required to monitor and supervise such work involving the foundation or membrane to verify that such membrane is not damaged, and if damaged, the Owner must have the membrane appropriately repaired.

Section 7.24 – Sale, Leasing or Other Alienation Living

An Owner may enter into a lease with a Tenant; provided, however, the Owner and Tenant must enter into a lease agreement, which shall be in writing and provide: (1) that the lease agreement shall be subject to the terms of this Declaration, the Code and Rules and that any failure of the Tenant to comply with the terms of this Declaration, the Code and Rules shall be a default under the lease agreement; (2) that the Association shall have the right to require the Owner to deposit with the Association an amount not to exceed two months' rent as security to provide funds for repairs to assure compliance with this Declaration, the Code and Rules; (3) the form of lease agreement shall be subject to approval by the Association; and (4) the lease agreement shall be for

at least twelve (12) months, but in no event longer than twenty-four (24) months. No Living Unit shall be leased or subleased for transient or hotel purposes. The limitations with respect to the leasing of Living Units shall not apply to the Developer. To enable the Association to maintain accurate records of the names, addresses, phone numbers, and ages of Owners and other Occupants of the Living Units, each Owner agrees to notify the Association within five (5) days after such Owner's Living Unit has been transferred or leased to another person. In addition, each Owner agrees to provide to a purchaser or lessee of such Owner's Living Unit a copy of this Declaration, the Code, the Rules and other relevant documents.

Section 7.25– Violation of This Article

If any Person required to comply with the foregoing Covenants and Restrictions is in violation of any one of same, including, but not by the way of limitation, design review criteria or standards established by the Design Review Committee, the Developer (as long as the Developer is a Class "B" Member of the Association), or by the Board and/or the Covenants Committee shall have the right to give written notice to such Person to terminate, remove, extinguish such violation. Such notice shall expressly set forth the facts constituting such violation.

Except in the case of an emergency situation, the violating party shall have such time period as is reasonably set forth in the written notice of violation, but in no event longer than fifteen (15) days, within which to take reasonable action to cause the removal, alleviation, or termination of such violation. In the case of an emergency situation, or in the case of the failure of the violating party to comply with the provisions hereof after notice, the Developer and/or the Association shall have the right, through their respective agents and employees, to enter upon the land where the violation exists and to summarily terminate, remove or extinguish the violation. In addition to the foregoing, the Developer and/or the Association shall have the right to obtain an injunction from any court having jurisdiction for the cessation of such violation or attempted violation of this Article. The rights and remedies of the Association and Developer contained in this Article shall be nonexclusive and in addition to any other right or remedy available at law or in equity, including a claim or action for specific performance and/or money damages (including punitive damages), and attorneys' and paralegals' fees. Furthermore, the failure or neglect to enforce any term, covenant, condition, restriction, right or procedure herein shall in no event and under no circumstances be construed, deemed or held to be a waiver with respect to any subsequent breach or violation thereof. Subject to the provisions of the Section of the Code entitle, "Hearing Procedure", a Person in violation of this Article VII shall be obligated to the Association and/or the Developer for money damages, and for the full amount of all costs and expenses, including attorneys' and paralegals' fees, incurred to remedy any such violation. If said amounts are not paid within ten (10) calendar days following said notification, then said amount shall be deemed "delinquent", and shall, upon perfection as provided in Section 10.1 herein, become a continuing lien upon the Sublot owned or occupied by such Person(s), and a personal obligation of the Person(s) violating this Article. In addition, each Owner shall be liable jointly and severally for any obligations of any Occupant of such Owner's property.

In addition to the remedy stated above, the Developer (as long as the Developer is a Class "B" Member of the Association), or the Board shall have the right to suspend the voting rights and right to use of the recreational facilities (if any) of a Member and all Occupants of the Member's Living Unit during any period in which such Member shall be in violation of the

foregoing Covenants and Restrictions including, but not by way of limitation, design review criteria or standards established by the Design Review Committee. Such rights may also be suspended after notice and hearing, for a period not to exceed the removal, alleviation, or termination of such violation.

Section 7.26 – Restrictions of Other Documents

Nothing contained in these Restrictions shall preclude the imposition of more stringent restrictions imposed elsewhere in this Declaration, restrictions imposed on Sublots within subdivisions, restrictions imposed in deeds conveying the Property or portions thereof and restrictions imposed by the Design Review Committee so long as such restrictions are not inconsistent with restrictions imposed by the Declaration, created by the Association or adopted by the Board. The City is a third party beneficiary of these covenants and restrictions; provided, however, if the City zoning, building or other requirements of resolutions, ordinances and general law are in conflict with or more restrictive than these covenants and restrictions, the City requirements or ordinances and general laws shall prevail.

Section 7.27 – Certificate of Compliance with Restrictions

Upon an Owner's conveyance of his or her Living Unit or an interest therein, such Owner (i.e., the seller) shall have the right to request the Association to issue a Certificate of Compliance stating the Association has no record of a violation of this Article VII, and stating the unpaid Assessments and amount of monthly (quarterly) Assessments attributable to such Living Unit. A Certificate of Compliance may be relied upon by all persons for all purposes. Neither the Board, nor any officer or agent thereof shall have any liability to the seller, buyer, mortgagee of a Living Unit or to others if the Certificate of Compliance issued hereunder is not correct. The Association may require the advance payment of a reasonable fee for the issuance of the Certificate of Compliance. The Certificate shall be substantially in the form of **Exhibit "C"** attached hereto.

ARTICLE VIII DESIGN REVIEW COMMITTEE

Section 8.1– Power of Committee

There is hereby created a Design Review Committee for the purpose of architectural and engineering control to secure and maintain an attractive and harmonious residential community. The Developer shall function as the Design Review Committee, and shall be empowered to grant all approvals provided for herein until the Developer conveys the last Sublot the Developer owns in the Property or Additional Property submitted to this Declaration, except that the Developer may elect to delegate and assign such duties and responsibilities to the Design Review Committee prior to that time. The Design Review Committee appointed by the Developer need not be made up of members of the Association. After control of the Design Review Committee has been transferred to the Association, the Design Review Committee shall be composed of not less than three (3) individuals appointed by the Board to serve at the Board's pleasure. A vote of the majority of members of the Design Review Committee shall be required to constitute the decision of the Committee. The decisions of the Design Review Committee shall be subject to the review

and approval of the Board of the Association, in the Board's sole discretion.

Section 8.2 – Operation of Design Review Committee

No Living Unit shall be altered, modified or changed in any way which changes exterior or the appearance thereof, nor shall any Living Unit be rebuilt, nor shall an addition be made, or deck added or modified to a Living Unit, nor shall any grading be changed, unless an application, plans, and specifications for the proposed alteration, modification, change or addition shall have been submitted to and approved in writing by the Design Review Committee. All alterations, modifications, changes and additions to a Living Unit must comply with local building and zoning ordinances, rules and regulations. If the Design Review Committee fails to approve or disapprove said application, plans and specifications within thirty (30) days after the same were submitted to the Design Review Committee, approval will not be required and this Section will be deemed to have been fully complied with. Provided, however, the provisions of this Section requiring submission of plans and specifications to, and obtaining approval from, the Design Review Committee shall not be applicable to the Developer, nor any entity related to or affiliated with the Developer or designated by the Developer.

Section 8.3 – Inspection

The Design Review Committee may inspect work being performed with its permission to assure compliance with its approval, this Declaration, and applicable regulations. The presence of a member of the Design Review Committee, or an agent thereof, on any Sublot shall not be deemed a trespass so long as the presence is in furtherance of said member's duties as a member of the Design Review Committee.

Section 8.4 – Violations and Remedies

Should any Living Unit be altered, constructed, or an addition be made thereto within the Sublot, or related improvements be reconstructed or removed from or upon any Sublot, or should the use thereof be modified in any way from the use originally constructed or installed, without first obtaining prior written approval of the Developer or Design Review Committee as provided in this Article VIII, such act shall be deemed to be a violation of this Article VIII and this Declaration. Any party violating this Article VIII shall, immediately upon the receipt of written notice of such violation from the Developer or Design Review Committee, cease and desist from the commission of any such act and immediately commence to take such steps as will alleviate or remedy any such condition of default, and shall continue with all due diligence thereafter until the satisfactory completion of same. Should the party committing such act in contravention of this Article VIII fail to immediately take such remedial action as aforesaid, then the Association shall have the right, but not the obligation, in addition to any and all other rights or remedies available to it at law or in equity, each of which remedies shall be deemed nonexclusive, to do any of the following:

- a) **Abate Violation.** Without liability to the Owner of the Sublot, cause its agents and employees to enter upon the Sublot and/or the Living Units for the purpose of summarily abating any such use and/or removing any such building or structure or other improvement.

- b) **Seek Injunction.** Apply to a court having jurisdiction over the Property for the purpose of obtaining an injunction directing the violating party to abate any such use and/or removing any such building or structure wherever located within the Property.
- c) **Seek Reimbursement.** Seek full and complete reimbursement from any party committing any of the aforesaid acts in contravention of this Article VIII, of any costs, damages and expenses (including without limitation court costs, attorneys' and paralegals' fees, litigation costs, and costs to collect such sum) incurred by the Association with respect to its exercise of any of its rights for the purpose of remedying any such condition of default.
- d) **Treat as Assessment.** Should the party committing any acts in contravention of this Article VIII be an Occupant, and should such Occupant fail to immediately pay the full amount of all costs, damages, and expenses referred to in above, the Association shall be entitled to treat such amount as an Assessment against the Sublot occupied by such Occupant.
- e) **Suspend Member's Voting and Use Privileges.** The Developer (as long as the Developer is a Class "B" Member of the Association), or the Board shall have the right to suspend the voting rights and right to use of the recreational facilities (if any) of a Member and all Occupants of the Member's Living Unit during any period in which such Member shall be in violation of the foregoing Covenants and Restrictions, including, but not by the way of limitation, design review criteria or standards established by the Design Review Committee.

ARTICLE IX ASSESSMENTS

Section 9.1 – Definition of Assessments

Assessments shall include Common Assessments, Landscaping Assessments, and Special Assessments as provided herein.

- a) **Common Assessments.** As used in this Declaration, Common Assessments shall mean all of the costs and expenses incurred by the Association in the exercise of its obligations with respect to the Areas of Common Responsibility including, without limitation:
 - (1) All expenditures required to fulfill the responsibilities of the Association (except in the provision of maintenance of Association Landscaping within Sublots, or Attached Home Exterior Maintenance Services to Living Units as provided in Section 6.4 herein), including, but not limited to, expenditures relating to maintenance fees;
 - (2) All amounts incurred in collecting Common Assessments, and/or special assessments, including all legal and accounting fees;

- (3) Reserves for uncollectible Common Assessments, unanticipated expenses, replacements, major repairs and contingencies;
 - (4) Annual capital additions and improvements and/or capital acquisitions having a total cost not in excess of Twenty Five Thousand Dollars (\$25,000) in the aggregate. Annual capital additions and improvements and/or capital acquisitions costing more than Twenty Five Thousand Dollars (\$25,000) in the aggregate shall require the prior approval of the Class "B" Member and the vote of at least two-thirds (2/3rds) of the Class "A" Members who are voting in person or by proxy, at a meeting duly called for this purpose. In case of an emergency requiring prompt action to avoid further loss, the Board shall have the discretion to expend whatever is necessary to mitigate such loss.
 - (5) Such other costs, charges and expenses, including normal repairs and maintenance costs, which the Association determines to be necessary and appropriate within the meaning and spirit of this Declaration.
 - (6) To pay salary, expenses, and benefits of employees of the Association, including, but not limited to an activities director, as may be hired by the Board.
- b) **Landscaping Assessments.** As used in this Declaration, Landscaping Assessments shall mean all of the costs and expenses incurred by the Association in the exercise of its obligations with respect to providing maintenance and replacement of Association Landscaping within Sublots, including, without limitation:
- b. All expenditures required to fulfill the responsibilities of the Association in providing such services, including, but not limited to, expenditures relating to maintenance fees;
 - c. All amounts incurred in collecting Landscaping Assessments, including all legal and accounting fees;
 - d. Reserves for uncollectible Landscaping Assessments, unanticipated expenses, replacements, major repairs and contingencies;
 - e. Such other costs, charges and expenses which the Association determines to be necessary and appropriate within the meaning and spirit of this Declaration.

Section 9.2 – Creation of the Lien and Personal Obligation of Assessments

- a) **Common Assessments.** Each Owner of any Sublot (other than the Developer) by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all Common Assessments levied against such Living Units. The Developer or the Board shall prepare or cause the preparation of an annual operating budget for the Association and shall fix the amount of the Common Assessments, which shall be equal between all Living Units. Payment of

Common Assessments may be required by the Developer or Board on a monthly, quarterly, semi-annual or annual basis. Each such Common Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of each Person who was the Owner of such Sublot at the time when the Common Assessment fell due. The personal obligation for delinquent Common Assessments shall not pass to his or her successors in title unless expressly assumed by them.

- b) **Landscaping Assessments.** In addition to Common Assessments, each Owner of any Sublot (other than the Developer) by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all Landscaping Assessments levied against such Living Unit. The Developer or the Board shall prepare or cause the preparation of an annual operating budget for the Association and shall fix the amount of the Landscaping Assessments. Payment of Landscaping Assessments may be required by the Developer or Board on a monthly, quarterly, semi-annual or annual basis. Each such Landscaping Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of each Person who was the Owner of such Sublot at the time when the Landscaping Assessment fell due. The personal obligation for delinquent Landscaping Assessments shall not pass to his or her successors in title unless expressly assumed by them.
- c) **Special Assessments.** In addition to the annual Common Assessments and Landscaping Assessments authorized herein, the Association may levy, in any Assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, or for any other purpose as provided herein, and/or to meet any other emergency or unforeseen expenses of the Association. Any such Special Assessment that applies to all Living Units shall be fixed at a uniform amount for all Living Units and shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

The Developer shall have no obligation to make any contribution to the reserve fund or to pay any of the Assessments set forth herein for any Sublot owned by the Developer.

Section 9.3 – Purpose of Assessments

The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property, and for the improvement and maintenance of the Common Areas, Association Landscaping, Living Units, and as otherwise consistent with the rights and responsibilities of the Association hereunder and for the benefit of the Members.

Section 9.4 – Maximum Annual Common Assessment

Until January 1 of the year immediately following the conveyance of the first Sublot to an Owner, the maximum annual Common Assessment shall be \$7,200.00 per Sublot,

- a) From and after January 1 of the year immediately following the conveyance of the first Sublot to an Owner, the Board may increase the annual Common Assessment each year by not more than ten percent (10%) above the Common Assessment for the previous year. Any proposed increase in the annual Common Assessment of more than ten percent (10%) above the Common Assessment for the preceding year shall require at least a fifty-one percent (51%) vote of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.
- b) The Board may fix the annual Common Assessment at an amount not in excess of the maximum.
- c) In addition to the annual Assessments authorized herein, the Association may levy, in any Assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, and/or to meet any other emergency or unforeseen expenses of the Association, provided that any such special Assessment shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.
- d) Special Assessments shall be due as provided by the Board.

Section 9.5 – Notice and Quorum for any Action Authorized Under Sections 9.2(d) & 9.4

Written notice of any meeting called for the purpose of taking any action authorized under Section 9.2(d) and 9.4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 9.6 – Uniform Rate of Assessment

Annual Common Assessments shall be fixed at a uniform rate for all Living Units. Annual Landscaping Assessments must be fixed at a uniform rate for each classification of Sublot and Living Unit.

Section 9.7 – Date of Commencement of Annual Assessments: Due Dates

The annual Assessment provided for herein shall commence as to Living Units on the first date of the month following the conveyance to an Owner of the first Living Unit. The first annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual Assessment against each Living Unit at least thirty

(30) days in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. If additional land is annexed to the Property as herein permitted, the annual Assessments as to Living Units added to the Property by such annexation shall commence on the first (1st) day of the month following conveyance to an Owner of a Living Unit within the annexed land. The Association, shall, upon demand, and for a reasonable charge, furnish a Certificate of Compliance in the form of **Exhibit "C"** of this Declaration signed by an officer of the Association setting forth the amount of the Assessment on a specified Living Unit and setting forth whether the Assessment has been paid. A properly executed Certificate of Compliance of the Association as to the status of Assessments on a Sublot is binding upon the Association as of the date of its issuance.

Section 9.8 – Effect of Nonpayment of Assessments; Remedies of the Association

Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of not more than fifteen percent (15%) per annum or the maximum rate permitted by law, whichever is lower, and shall be subject to the remedies available to the Association as set forth in Sections 10.1 and 11.2 of this Declaration. In addition, the Association may bring an action at law against the Owner personally obligated to pay the same, or for foreclosure of the lien against the Owner's Sublot.

Section 9.9 – Subordination of the Lien to Mortgages

The lien of the Assessments provided for herein shall be subordinate to the lien of any purchase money evidenced by a recorded first mortgage, and to any executory land sales contract wherein the Administrator of Veterans Affairs (Veterans Administration) is seller, whether such contract is owned by the Veterans Administration or its assigns, and whether recorded or not. However, the lien of such Assessments shall be superior to any homestead exemption as now or hereafter may be provided by Ohio law, and the acceptance of a deed to land subject to this Declaration shall constitute a waiver of the homestead exemption as against the said Assessment lien. Sale or transfer of any Sublot shall not affect the Assessment lien. However, the sale or transfer of any Sublot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of record as to Assessments which become due prior to such sale or transfer. No sale or transfer shall relieve the Owner of such Sublot from liability for any Assessments thereafter becoming due or from the lien thereof.

Section 9.10 – Exempt Property

Notwithstanding anything to the contrary herein, the Common Areas shall be exempt from payment of Assessments or Special Assessments. All property dedicated to and accepted by a public authority, and all property owned by a charitable or non-profit organizations exempt from the laws of the State of Ohio shall be exempt from the Assessments created herein. However, no land or improvements devoted to Living use shall be exempt from said Assessments.

Section 9.11 – No Exemption for Non-Use of Facilities; No Refund of Reserves

Members not otherwise exempt from the Assessments may not exempt themselves from

liability for Assessments levied against them by waiver of the use of the Common Areas that are owned and/or operated by the Association or by abandonment of his or her Sublot. Liability for Assessments continues during any period of suspension of use privileges exercised by the Association or Board as provided herein. Furthermore, no Member shall be entitled to any portion of the funds held for reserves; nor shall any Owner have a claim against the Association with respect thereto.

ARTICLE X LIENS

Section 10.1 – Perfection of Lien

If any Owner (including the Developer) shall fail to pay an Assessment levied in accordance with this Declaration (such Owner hereinafter referred to as the “**Delinquent Owner**”) when due and such Assessment is delinquent, or if an Owner (including the Developer) shall violate any rule or breach any restriction, covenant or provision contained in the Declaration or Code, the Board may authorize the perfection of a lien on the Ownership Interest of the delinquent and/or violating Owner (including the Developer) by filing for record with the Recorder of Franklin County, a Certificate of Lien. The Certificate of Lien shall be in recordable form and shall include the name of the delinquent Owner, a description of the Ownership Interest of the delinquent Owner, the entire amount claimed for the delinquency and/or violation, including interest thereon and Costs of Collection, and a statement referring to the provisions of this Declaration authorizing the Certificate of Lien.

Section 10.2 – Duration of Lien

Said lien shall remain for a period of five (5) years from the date of filing of said Certificate of Lien, unless sooner released or satisfied in the same manner provided by law for the release or satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in action to discharge such lien. A lien may be renewed by the subsequent filing of a certificate of lien prior to the expiration of the five (5) year period referred to above.

Section 10.3 – Priority

A lien perfected under this Article X shall take priority over any lien or encumbrance subsequently arising or created except for liens for real estate taxes and Assessments and the lien of first mortgages. A lien perfected pursuant to this Article may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association after authorization from the Board. In any such foreclosure action, the affected Owner shall be required to pay reasonable rental for such Ownership Interest during the pendency of such action and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. Any funds received at the judicial sale of the delinquent Owner’s or Developer’s Ownership Interest in excess of mortgage liens, court costs, and the taxes and assessment liens shall be paid over to the Association to the extent of its lien.

Section 10.4 – Dispute as to Assessment

The Developer or any Owner who believes that an Assessment levied by the Association against them for which a Certificate of Lien has been filed by the Association has been improperly determined, may bring an action under the Arbitration Provisions contained in Section 16.8 of this Declaration for the discharge of all or any portion of such lien; but the lien shall continue until the actual amount of the lien so determined is paid in full or otherwise be fully discharged.

Section 10.5 – No Waiver Implied

The creation of a lien upon an Ownership Interest owned by a delinquent Owner shall not waive, preclude or prejudice the Association for pursuing any and all other remedies granted to it elsewhere in this Declaration, whether at law or in equity.

Section 10.6 – Personal Obligations

The obligations created pursuant to this Article X shall be and remain the personal obligation of the delinquent Owner until fully paid, discharged or abated and shall be binding on the heirs, personal representatives, successors and assigns of such delinquent Owner.

ARTICLE XI REMEDIES OF THE ASSOCIATION

Section 11.1 – Denial of Voting Rights

If any Owner fails to pay an Assessment when due, such Owner, and all Occupants of any and all Living Units of such Owner, shall not be entitled to vote on Association matters until said Assessment is paid in full.

Section 11.2 – Specific Remedies

The violation of any Rule, or the breach of any restriction, covenant or provision contained in this Declaration or in the Code, shall give the Association and the Original Developer the right, in addition to all other rights set forth herein and provided by law: (a) to enter upon the Living Unit or Sublot or portion thereof upon which, or as to which, such violation or breach exists, and summarily abate and remove, at the expense of the Owner of the Living Unit or Sublot where the violations or breach exists, any structure, thing, or condition that may exist thereon which is contrary to the intent and meaning of this Declaration, the Code, or the Rules, and the Association, or its designated agent, shall not thereby be deemed guilty in any manner of trespass; (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; (c) to commence and prosecute an action for specific performance, or an action to recover any damages which may have been sustained by the Association or any of its Members, as well as an action for punitive damages if warranted; and/or (d) to collect costs of suit and reasonable attorneys' and paralegals' fees incurred in connection with the exercise by the Association of any remedies hereunder, the same to be deemed "**Cost of Collection**" under Section 11.3 hereof.

Section 11.3 – Cost of Collection

If any Owner fails to pay any Assessment when due, or upon delinquency in the payment of any sums or cost due under this Declaration, the Association may pursue any or all of the following remedies, which remedies shall be in addition to any other remedy available in this Declaration, or at law in equity:

- a) Sue and collect from such Owner the amount due and payable, together with interest thereon as provided in this Declaration and Costs of Collection (hereinafter defined).
- b) In addition to the amount referred to in (a) above, the Association may assess against such owner, liquidated damages, not to exceed fifteen percent (15%) of the amount of the delinquency or One Hundred Dollars (\$100.00), whichever amount is greater, said amount to be determined by the Board provided, however, in no event shall said amount exceed the highest interest rate chargeable to individuals under applicable law. Said liquidated damages shall be in addition to interest, the expenses of collection incurred by the Association, such as attorneys' fees, paralegals' fees, court costs and filing fees. The actual expenses of collection and the liquidated damages shall hereinafter be referred to as "**Cost of Collection**".
- c) Foreclose a lien filed in accordance with Article X of this Declaration in the same manner as provided by the laws of the State of Ohio for the foreclosure of real estate mortgages.

Section 11.4 – Binding Effect

The remedies provided in this Article XI against a Delinquent Owner may also be pursued against the heirs, executors, administrators, successors and assigns and grantees of such Owner or Developer, except as specifically provided in Section 9.9 of this Declaration.

ARTICLE XII NO PARTITION

Except as is permitted in this Declaration or in any amendments hereto, and subject to City zoning and subdivision requirements, there shall be no physical partition of the Common Areas or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition. This Article shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE XIII CONDEMNATION

Whenever all or any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain, the Association shall give each Owner notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows: If the

taking involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Developer (so long as the Developer is a Class “B” Member), and at least seventy-five percent (75%) of the Class “A” Members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefor, in accordance with plans prepared by the Design Review Committee and approved by the Board. If such improvements are to be repaired or restored, the Board, or, at the Board’s option, the Design Review Committee, shall supervise such repair or restoration. If the taking does not involve any improvements on the Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine in its sole and absolute discretion.

ARTICLE XIV MORTGAGEES’ RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Living Units and Sublots. To the extent applicable, necessary, or proper, the provisions of this Article shall apply to both this Declaration and to the Code. Where indicated, percentages set forth herein are subject to and controlled by higher percentage requirements, if any, set forth elsewhere in this Declaration for specific actions.

Section 14.1 – Notices of Action

An Eligible Mortgage Holder who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the address of the Sublot), will be entitled to timely written notice of:

- a) any proposed termination of the Association;
- b) any condemnation or casualty loss which affects a material portion of the Property or which affects any Living Unit on which there is a first mortgage held, insured or guaranteed by an Eligible Mortgage Holder;
- c) any delinquency in the payment of Assessments or other charges owed by an Owner subject to the mortgage of such Eligible Mortgage Holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days;
- d) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association or;
- e) any proposed action which would require the consent of eligible holders, as required in Sections 14.2 and 14.3 of this Article.

If an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment under this Article XIV within thirty (30) days after it receives proper notice of the

proposal, the implied approval of such Eligible Mortgage Holder to the proposal shall be deemed assumed, provided the notice was delivered by certified or registered mail, with a “return receipt” requested.

Section 14.2 – Other Provisions for First Lien Holders

To the extent possible under Ohio law:

- a) Any restoration or repair of the Property following a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications, unless the approval of the Eligible Mortgage Holders on Living Units to which at least two-thirds (2/3rds) of the votes of Sublots, and the Eligible Mortgage Holders of first mortgages of the Class “A” and Class “B” Members subject to mortgages held by such Eligible Mortgage Holders, are allocated, is obtained to act otherwise.
- b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Mortgage Holders on Sublots of at least two-thirds (2/3rds) of the votes of Living Units and the Eligible Mortgage Holders of first mortgages of the Class “A” Members and the Class “B” Members, subject to mortgages held by such Eligible Mortgage Holders, are allocated.

Section 14.3 – Amendments to Documents

The following provisions do not apply to amendments to the constituent documents or termination of the Association made as a result of destruction, damage, or condemnation pursuant to Section 14.2(a) and (b) of this Article:

- a) The consent of at least sixty-seven percent (67%) of the Class “A” Members and of the Class “B” Member and the approval of the Eligible Mortgage Holders to which at least fifty-one percent (51%) of the votes of the Sublots subject to a mortgage appertain, shall be required to terminate the Association.
- b) The vote of at least sixty-seven percent (67%) of the Class “A” Members and the consent of the Class “B” Member and the approval of Eligible Mortgage Holders to which at least fifty-one percent (51%) of the votes of Sublots subject to mortgages appertain, shall be required to materially amend any provisions of the Declaration, Code, or Articles of the Association, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following: (1) voting rights; (2) Assessments, Assessment liens, or priority assessment liens; (3) reserves for maintenance, repair, and replacement of the Common Areas; (4) responsibility for maintenance and repair; (5) insurance or fidelity bonds; (6) rights to use of the Common Areas; (7) leasing of the Living Units; (8) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Sublot (this provision is subject and subordinate to any provision in an agreement for the sale by the Developer of a Sublot); (9) establishment of self-management by the Association where professional management

has been required by an Eligible Mortgage Holder; (10) restoration or repair of the Property (after hazard damage or partial condemnation) in a manner other than that specified in this Declaration; (11) any action to terminate the legal status of the Property after substantial destruction or condemnation occurs; (12) expansion of the Property, or the addition of the Property (other than as provided in Section 1.3 of this Declaration); or (13) any provisions included in this Declaration, Code, or Articles which are for the express benefit of Eligible Mortgage Holders on Sublots.

All amendments to the Declaration, Code, or Articles of the Association must comply with City zoning and subdivision requirements.

Section 14.4 – Special Federal Home Loan Mortgage Corporation Provisions

So long as required by the Federal Home Loan Mortgage Corporation, the following provisions shall apply to this Declaration:

- a) Unless two-thirds (2/3) of the first mortgages or Owners give their consent, the Association shall not: (1) by act or omission seek to abandon, become a partition, subdivide, encumber, sell or transfer any portion of the Property owned by the Association (the granting of easements for public utilities or for public purposes or the dedication to public use of utilities or roads consistent with the intended use of the Property shall not be deemed a transfer); (2) change the method of determining the obligations, Assessments, dues or other charges which may be levied against an Owner; (3) fail to maintain fire and extended coverage insurance as required by this Declaration; or (4) use hazard insurance proceeds for any Common Area losses for other than repair, replacement or reconstruction of such properties.
- b) The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from mortgagees or Owners or a larger percentage vote as otherwise required for any of the actions contained in this Article.
- c) First mortgagees may, jointly or singularly, pay taxes or other charges which are in default or which may or have become a charge against Common Areas and may pay overdue premiums or casualty insurance policies or secure new casualty insurance coverage upon the lapse of a policy for the Common Areas, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.
- d) Mortgages shall not be required to collect Assessments. Nonpayment of Assessments shall not constitute a default under any insured mortgage.

- e) **Section 14.5 – Special Ohio Provisions**

- 1. Pursuant to Ohio Revised Code Section 5312.12(C)(1), in any foreclosure action that the holder of a lien commences, the holder shall name the Association as a defendant in the action. The Association or the holder of the lien is entitled to the appointment of a receiver to collect rental payments due on the property. Any rental payment a receiver collects during the pendency of the foreclosure action

shall be applied first to the payment of the portion of the Common Expenses chargeable to the Sublot during the foreclosure action.

2. Pursuant to Ohio Revised Code Section 5312.12(C)(3) a mortgage on a Sublot may contain a provision that secures the mortgagee's advances for the payment of the portion of the Common Expenses chargeable against the Sublot upon which the mortgagee holds the mortgage.

ARTICLE XV

TRANSFER OF SPECIAL DEVELOPER RIGHTS

Section 15.1 – Instrument Transferring Special Developer Rights

A Developer may transfer Special Developer Rights created or reserved in this Declaration or in the Code by an instrument evidencing the transfer recorded in the land records of Franklin County. The instrument is not effective unless executed by both the transferor and transferee.

Section 15.2 – Liability of Transferor of Special Developer Rights

- a) A transferor Developer is not relieved of any obligation or liability arising before the transfer, and remains liable for warranty obligations imposed upon the transferor Developer. Lack of privity (direct contractual relationship) does not deprive the Association or any Owner of standing to bring an action to enforce any obligation of the transferor Developer.
- b) If the successor to any Special Developer Right is an Affiliate of Developer, the transferor is jointly and severally liable with the successor for any obligation or liability of the successor which related to the Property.
- c) If a transferor retains any Special Developer Rights, but transfers other Special Developer Rights to a successor who is not an Affiliate of Developer, the transferor is also liable for any obligations and liabilities relating to the retained Special Developer Rights imposed on a Developer by the Declaration or Code arising after the transfer.
- d) A transferor has no liability for any act or omission, or any breach of contractual or warranty obligation arising from the exercise of a Special Developer Right by a successor Developer who is not an Affiliate of the transferor Developer.

Section 15.3 – Acquisition of Special Developer Rights

Unless otherwise provided in a mortgage held by a first mortgagee, in case of foreclosure of a mortgage (or deed in lieu of foreclosure), tax sale, judicial sale, or sale under the Bankruptcy Code or receivership proceedings of any Living Units owned by a Developer in the Property, a person acquiring title to all the Living Units being foreclosed (or deed in lieu of foreclosure) or sold, but only upon his or her request, succeeds to all Special Developer Rights related to such Living Units, or only to any rights reserved in the Declaration and/or Code to maintain models,

sales offices, customer service offices and signs. The judgment or instrument conveying title shall provide for transfer of only the Special Developer Rights requested.

Section 15.4 – Termination of Special Developer Rights

Upon foreclosure (or deed in lieu of foreclosure), tax sale, judicial sale, Living Units on Property owned by a Developer; (1) the Developer ceases to have any Special Developer Rights, and (2) the right of a Developer to elect or designate Board Members pursuant to the Code terminates unless the judgment or instrument conveying title provides for transfer of all Special Developer Rights held by that Developer to a successor Developer.

Section 15.5 – Liabilities of a Transferor of Special Developer Rights

The liabilities and obligations of persons who succeed to Special Developer Rights are as follows:

- a) A successor to any Special Developer Right who is an Affiliate of a Developer is subject to all obligations and liabilities imposed on the transferor by the Declaration and Code.
- b) A successor to any Special Developer Right, other than a successor described in paragraphs I or (d) of this Section 15.5, who is not an Affiliate of a Developer, is subject to all obligations and liabilities imposed by the Declaration and Code: (i) on a Developer which relate to such Developer's exercise or non-exercise of Special Developer Rights; or (ii) on the transferor, other than: (A) misrepresentations by any previous Developer; (B) warranty obligations on improvements made by any previous Developer, or made before this Declaration is recorded; (C) breach of any fiduciary obligation by any previous Developer or appointees to the Board of Directors; or (D) any liability or obligation imposed on the transferor as a result of the transferor's acts or omissions after the transfer.
- c) A successor to only Special Developer Rights reserved in the Declaration and/or Code to maintain models, sales offices, customer service offices and signs, if such successor is not an Affiliate of Developer, may not exercise any other Special Developer Right, and is not subject to any liability or obligation as a Developer.
- d) A successor to all Special Developer Rights held by the transferor who is not an Affiliate of that Developer, and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Living Units may declare the intention in a recorded instrument to hold those rights solely for transfer to another person. Thereafter, until transferring all Special Developer Rights to any person acquiring title to any Living Unit owned by the successor, or until recording an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than any right held pursuant to the Code for the duration of the period that a Developer has the right to elect or designate Board Members, and any attempted exercise of these rights is void. So long as a successor Developer may not exercise Special Developer Rights under this Subsection, such successor Developer is not subject to any liability or obligation as a Developer.

Section 15.6 – Limitation on Liability of Transferee of Special Developer Rights

Nothing in this Article subjects any successor to a Special Developer Right to any claims against or other obligations of a transferor Developer, other than claims and obligations arising under this Declaration or the Code.

ARTICLE XVI GENERAL PROVISIONS

Section 16.1 – Covenants Run with the Property; Binding Effect

 All of the Easements, Covenants, and Restrictions which are imposed upon, granted, and/or reserved in this Declaration constitute Easements, Covenants, and Restrictions running with the Property and are binding upon every subsequent transferee of all or any portion thereof, including, without limitation, grantees, Tenants, Owners, and Occupants.

Each grantee accepting a deed, or Tenant accepting a lease (whether oral or written), which conveys any interest in any portion of the Property, whether or not the same incorporates or refers to this Declaration, covenants for himself or herself, his or her heirs, personal representatives, successors, and assigns, to observe, perform, and be bound by all provisions of this Declaration, and to incorporate said Declaration by reference in any deed, lease, or other agreement of all or any portion of his or her interest in the Property.

Section 16.2 – Notices

Any notices required to be given to any Person under the provisions of this Declaration shall be deemed to have been given when personally delivered to such Person's Living Unit or mailed, postage prepaid, to the last known address of such Person (or principal place of business if a corporation or other entity), provided, however, that a notice of "delinquency" of any payment due hereunder shall be made by personal delivery to such Living Unit (or principal place of business if a corporation or other entity), or by certified or registered mail, return receipt requested. The effective date of such a notice shall be the date said notice is personally delivered, or postmarked, as the case may be.

Notices to the Developer shall be deemed given only when received and must be either by hand delivered or mailed by certified or registered mail, postage prepaid, to FAIRLINGTON HEIGHTS, LLC, 55 Caren Avenue, Suite 360, Worthington, Ohio 43085, with a copy to Matthew T. Viola, Esquire, Kohnman Jackson & Krantz LLP, 1375 East Ninth Street, 29th Floor, Cleveland, OH 44114.

Section 16.3 – Enforcement of Waiver

The Association, or any Owner, shall be empowered and have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association

or anyone permitted in this Declaration to enforce any Easement, Covenant, or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 16.4 – Construction of the Provisions of this Declaration

The Developer, the Association or the Design Review Committee, where specifically authorized herein to act, shall have the right to construe and interpret the provisions of this Declaration, and, in the absence of any adjudication by arbitrator(s) or a court of competent jurisdiction to the contrary, the Developer's, the Association's or the Design Review Committee's construction and interpretation shall be final and binding as to all Persons or property which benefit or which are bound by the provisions hereof. Any conflict between any construction or interpretation of the Developer, the Association or the Design Review Committee, and that of any Person or entity entitled to enforce the provisions hereof, shall be resolved in favor of the construction or interpretation by the Developer, the Association or Design Review Committee, as the case may be.

Section 16.5 – Reservations by Original Developer – Exempt Property

- a) Original Developer reserves the right and easement for itself and owners of nearby lands to whom Original Developer, in Original Developer's sole discretion, may grant the same right and easement, to tie into, use, repair, maintain and replace, without charge, any and all common lines, pipes, utilities, conduits, ducts, wires, cables, and rights-of-way in, on, or over the Property (as the Property may be expanded by a Subsequent Amendment) or any part thereof that will not materially interfere with the use or operation of a building or structure or other improvement thereon, in connection with the development and/or operation of real property. Any damage to buildings, improvements and real estate (including landscaping, if any) caused thereby shall be promptly repaired and restored to its prior condition by the party to whom such right and easement had been granted.
- b) Original Developer hereby reserves the right to grant to or enter into any easements or covenants for the installation, maintenance, service or operation of any and all common lines, pipes, utilities, conduits, ducts, wires, cables, and rights-of-way in, on, or over the Property (as the Property may be expanded), or any part thereof that will not materially interfere with the use or operation of a building, structure or other improvement thereon. Any damage caused thereby shall be promptly repaired and the land shall be restored to its prior condition.
- c) Original Developer reserves the right to enter into covenants and easements with any utility or public authority which Original Developer believes, in its sole discretion, to be in the best interests of the development of the Property (as the Property may be expanded).
- d) Original Developer reserves the right to perform or cause to be performed such work as is incident to the completion of the development (as the Property may be expanded by a Subsequent Amendment), owned or controlled by the Original Developer, notwithstanding any covenant, easement, restriction or provision of this Declaration or its exhibits, which may be to the contrary.

- e) Original Developer reserves the right to impose, reserve or enter into additional covenants, easements and restrictions with grantees of Living Units and Sublots as long as such additional easements, covenants and restrictions are not in conflict with the rights, duties and obligations of Owners as set forth in this Declaration.
- f) Each reservation, right and easement specified or permitted pursuant to this Article shall include the right of ingress and egress for the full utilization and enjoyment of the rights reserved and/or granted herein. The word “common” as used in this paragraph shall mean any and all lines, pipes, utilities, conduits, ducts, wires, cables, private rights-of-way intended for the use of or used by more than one Owner. Any easements or rights referred to in this Article, whether granted by Original Developer prior to the filing of this Declaration or subsequent thereto, shall at all times have priority over the provisions of this Declaration and any lien created under this Declaration.
- g) So long as Developer is a Class “B” Member, no person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without the Developer’s written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Developer.

Section 16.7 – Severability

Invalidation of any of the easements, covenants, restrictions or provisions contained herein by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 16.8 – Agreement to Encourage Resolution of Disputes Without Litigation

- a) Developer, the Association and its officers, directors and committee members, all Persons subject to this Declaration, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, “Bound Parties”), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Scioto Villas Townhomes Subdivision without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suite in any court with respect to a Claim described in subsection b), unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in this Section 16.8 in a good faith effort to resolve such claim.
- b) As used in this Article, the term “Claim” shall refer to any claim, grievance, or dispute arising out of or relating to:
 - (1) the interpretation, application, or enforcement of this Declaration or the Code;

- (2) the rights, obligations, and duties of any Bound Party under the Governing Documents;
- (3) the design or construction of improvements within the Community; or
- (4) a challenge to any decision by the Board or any Committee;

except that the following shall not be considered “Claims” unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 16.2:

- any suit by the Association to collect Assessments or other amounts due from any Owner;
- any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association’s ability to enforce the provisions of this Declaration;
- any suit between Owners, which does not include Developer or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of this Declaration or the Code;
- any suit in which any indispensable party is not a Bound Party; and
- any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 16.8I, unless the part or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

c) Notice. The Bound Party asserting a Claim (“Claimant”) against another Bound Party (“Respondent”) shall give written notice (“Notice”) to each Respondent and to the Board stating plainly and concisely:

- (1) the nature of the Claim, including the Persons involved and Respondent’s role in the Claim;
- (2) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
- (3) the Claimant’s proposed resolution or remedy; and
- (4) the Claimant’s desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

- d) Negotiation. The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.
- e) Mediation. If the Bound Parties have not resolved the Claim through negotiation within 30 days of the date of the Notice (or within such other agreed upon period), the Claimant shall have 30 additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in the Northeast Ohio area. Each Bound Party shall submit to the mediator a written summary of the Claim.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for and participate in good faith in the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and liability to the Claimant (but not third parties) on account of such Claim.

If the Bound Parties do not settle the Claim within 30 days after submitting the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date the mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

Each Bound Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all fees charged by the mediator.

- f) Settlement. Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the Bound Parties. If any Bound Party thereafter fails to abide by the terms of such agreement, then any other Bound Party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the Bound Party taking action to enforce the agreement shall, upon prevailing, be entitled to recover from the non-complying Bound Party (or each one in equal proportions) all costs incurred in enforcing such agreement, including, without limitation, attorneys' fees and court costs.
- g) In addition, to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Association shall not initiate any judicial or administrative proceeding against the Developer or anyone else unless first approved by a vote of Members entitled to cast 75% of the total Member votes in the Association, except that no such approval shall be required for actions or proceedings:

- (1) initiated during the Class "B" Control Period;

- (2) initiated to enforce the provisions of this Declaration, including collection of Assessments, and foreclosure of liens and seeking injunctive relief for non-monetary violations;
- (3) initiated to challenge *ad valorem* taxation or condemnation proceedings;
- (4) initiated against any contractor (exclusive of the Developer), vendor, or supplier of goods or services arising out of a contract for services or supplies; or
- (5) to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it;

This Section shall not be amended unless such amendment is approved by the same percentage of votes necessary to institute proceedings. The Association cannot sue anyone with respect to any issues on individual homes including, without limitation, construction and warranty claims, and can only sue for issues regarding the Common Areas.

Section 16.9 – Validity of Mortgages

No violation of any Easement, Covenant, or Restriction of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any mortgagee in actual possession, or any purchase at any mortgagees' foreclosure sale shall be bound by and subject to this Declaration as fully as any other Owner of any portion of the Property.

Section 16.10 – Duration and Amendment of Declaration

Except as expressly provided to the contrary in this Declaration, this Declaration may be amended as follows:

- a) For so long as the Developer or a successor designated by the Developer is the Owner of a fee simple interest in the Property, the Original Developer shall be entitled from time to time to amend or modify any of the provisions of this Declaration or to waive any of the provisions, either generally or with respect to particular real property, if in its judgment, the development or lack of development of the Property requires such modification or waiver, or if in its judgment the purposes of the general plan of development of the Living Units will be better served by such modification or waiver, provided no such amendment, modification or waiver shall materially and adversely affect the value of existing Living Units or shall prevent a Living Unit from being used by the Owner in the same manner that said Living Unit was used prior to the adoption of said amendment, modification or waiver. To modify the Declaration in accordance with this paragraph, Original Developer shall file a supplement to this Declaration setting forth the Amendment, which supplement need not be, but shall at Original Developer's request, be executed by the Association and all Owners of real property within the Property. Each such Owner, by accepting a deed to his or her Living Unit or other real property, hereby appoints Original Developer his attorney-in-fact, coupled with an interest, to execute on his or her behalf any such amendments.

Each amendment shall be effective when signed by the Original Developer and filed for record with the Recorder of Franklin County.

- b) This Declaration may also be amended by Original Developer or the Association at any time and from time to time for the purpose of: (1) complying with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public entity, or private insurance company which performs (or may in the future perform) functions similar to those currently performed by such entities; or (2) inducing any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages, or (3) correcting clerical or typographical or obvious factual errors in this Declaration or any Exhibit hereto or any supplement or amendment hereto; or (4) complying with the underwriting requirements of insurance companies providing casualty insurance, liability insurance or other insurance coverages for the Association; or (5) bringing any provision hereof into compliance or conformity with the provisions of any applicable governmental statute, ordinance, rule or regulation or any judicial determination; or (6) correcting obvious errors or inconsistencies between this Declaration and other documents governing the Scioto Villas Townhomes Subdivision, the correction of which would not have a material adverse effect upon the interest of any Owner or Eligible Mortgage Holder; or (7) enabling a title insurance company to issue title insurance coverage with respect to the Property or any portion thereof. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Developer and/or to the Board to vote in favor of, make, or consent to a Subsequent Amendment 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 any portion of the Property and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the rights of the Original Developer to vote in favor of, make and record a Subsequent Amendment. To effect said amendment, Original Developer shall file a supplement to the Declaration setting forth the Subsequent Amendment which shall be signed by Original Developer and shall be effective upon the filing of the Subsequent Amendment with the Franklin County Recorder.
- c) Original Developer shall have the right to amend this Declaration at any time and from time to time in accordance with or in implementation of any of the rights granted to or reserved by Original Developer in this Declaration.
- d) Except as expressly provided in this Declaration, and after expiration of the period set forth in Section 16.10(a), any provision of this Declaration may be amended or repealed following a meeting of the Members held for such purpose, by the affirmative vote of the Class "B" Member and the vote of at least a majority of the voting power of the Class "A" Members unless a greater percentage of vote is required pursuant to this Declaration or in accordance with the statutes of the State of Ohio; provided, however, that any amendment which would terminate or materially affect the easements set forth in Article III of this Declaration shall not be amended (except as expressly provided to the contrary in this

Declaration) unless all persons whose rights are terminated or materially affected shall affirmatively consent in writing to such amendment; provided further, that any amendment affecting the rights of Developer in this Declaration shall not be effective without the prior written consent of Developer; and provided further, no amendment may increase the financial burden of an Owner without the prior written consent of such Owner. Written notice shall be given each Member at least ten (10) days in advance of the date of the meeting held for the purpose of amending this Declaration, which notice shall expressly state the modification to be considered at such meeting. Each amendment shall be effective when signed by the President and one other officer of the Association, signed by the Developer if the amendment affects the rights of the Developer and filed for record with the Franklin County Recorder.

Section 16.11 – Liability of Owners for Certain Types of Damage

Unless an Owner is liable under Ohio law, absolute liability shall not be imposed upon an Owner for damage to the Common Areas or Sublots, including improvements thereon, of others where maintained by the Association, whether caused by such Owners, their families, guests or invitees.

Section 16.12 – Interest Rates

After this Declaration shall have been recorded for five (5) years or more, the Board shall have the right to change any interest rate or late payment charge referred to herein by majority vote, but in no event shall said interest rate or late payment charge exceed the highest interest rate chargeable to individuals under applicable law.

Section 16.13 – Rule Against Perpetuities

If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common-law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Joseph R. Biden, Jr., President of the United States of America, and Kamala D. Harris, Vice-President of the United States of America.

IN WITNESS WHEREOF, the parties have signed this document this _____ day of _____, 2023.

FAIRLINGTON HEIGHTS, LLC, an Ohio limited liability company

By: _____
Ohm Patel, Member

SCIOTO VILLAS TOWNHOME HOMEOWNERS' ASSOCIATION, INC., an Ohio non-profit corporation

By: _____
Ohm Patel, President

STATE OF OHIO)
) SS
FRANKLIN COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Fairlington Heights, LLC., by Ohm Patel, its Member, who acknowledged that he executed the within instrument and that such execution was the fee act and deed of said limited liability company, and was his free act and deed both individually and in his capacity as officer of said limited liability company.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this _____ day of _____, 2023.

NOTARY PUBLIC
My Commission Expires: _____

STATE OF OHIO)
) SS
FRANKLIN COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named SCIOTO VILLAS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC., an Ohio nonprofit corporation, by Ohm Patel, its President, who acknowledged that she executed the within instrument and that such execution was the fee act and deed of said corporation and was his free act and deed both individually and in his capacity as officer of said corporation.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this _____ day of _____, 2023.

NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

EXHIBIT “B”
SITE PLAN

EXHIBIT "C"

**CERTIFICATE OF COMPLIANCE AND STATUS OF ASSESSMENTS
WITH RESPECT TO THE RESALE OF A LIVING UNIT
IN THE SCIOTO VILLAS TOWNHOMES SUBDIVISION, COLUMBUS, OHIO**

Scioto Villas Townhomes Homeowners' Association, Inc., a non-profit Ohio corporation (the "**Association**"), created to govern, operate, control and administer the "Areas of Common Responsibility" for the Scioto Villas Townhomes Subdivision, Columbus, Franklin County, Ohio ("**Scioto Villas**") and to supervise and enforce the Declaration of Covenants, Conditions, Easements and Restrictions for the Scioto Villas Townhomes Subdivision (the "**Declaration**") hereby certifies as follows:

1. The Association has received notice of a proposed sale of Living Unit located at _____, Columbus, Ohio.
2. The proposed purchaser(s) of the Living Unit (is) (are) _____.
3. The Owner(s) of the Living Unit (is) (are) _____.
4. The Association has no record of a violation of the Covenants and Restrictions contained in the Declaration except _____ (if none, write "None").
5. The current annual Common Assessment attributable to the Living Unit is \$ _____. The Common Assessments are payable at the rate of \$ _____ per (month) (quarter) (annually); said Common Assessments being paid through _____ 20 _____.
6. A fee of \$ _____ is payable to the Association upon the issuance of this Certificate in accordance with the terms of the Declaration.

This Certificate of Compliance is being issued pursuant to Section 7.27 of the Declaration.

**SCIOTO VILLAS TOWNHOMES
HOMEOWNERS' ASSOCIATION, INC.**

By: _____

Date: _____, 20 _____

EXHIBIT “D”
CODE OF REGULATIONS
OF
SCIOTO VILLAS TOWNHOMES HOMEOWNERS’ ASSOCIATION, INC.

A Non-Profit Ohio Corporation

CODE OF REGULATIONS
OF
SCIOTO VILLAS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.

Article I

Name, Principal Office, and Definitions

Section 1. Name. The name of the Association shall be SCIOTO VILLAS TOWNHOMES HOMEOWNERS' ASSOCIATION, INC., an Ohio non-profit corporation (hereinafter sometimes referred to as the "Association"), organized in compliance with the laws and regulations of the State of Ohio.

Section 2. Principal Office. During the Class "B" membership period, the principal office of the Association shall be located in the City of Columbus, Franklin County, Ohio. After the termination of Class "B" membership period, the principal office of the Association shall be located in Columbus, Franklin County, Ohio. The Association may have such other offices, either within or without the City of Columbus, as the Board of Directors ("Board") may determine or as the affairs of the Association may require.

Section 3. Definitions. The words used in this Code of Regulations ("Code") shall have the same meaning as set forth in that Declaration of Covenants, Conditions, Easements and Restrictions of Pioneer Ridge (said declaration, as amended, restated, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

Article II

Association: Meetings, Quorum, Voting, Proxies

Section 1. Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B" ("Members"), as more fully set forth in the Declaration, the terms of which pertaining to memberships are specifically incorporated herein by reference.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board either on the Property or as convenient thereto as possible and practical.

Section 3. Annual Meetings. The first annual meeting of the Members, shall be held within one (1) year from the date the Declaration is filed for record in Franklin County, or on such other date as the Board may determine, and each subsequent annual meeting shall, unless otherwise determined by the Board, be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 4. Special Meetings. The President of the Association may call special meetings. In addition, after the Developer is no longer a Class “B” Member, it shall be the duty of the President of the Association to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board or upon a petition signed by holders of at least one-fourth (1/4th) of all of the votes of the Class A membership. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. A written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, at least fifteen (15) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

If mailed, the notice of a meeting shall be deemed to be delivered three (3) days after it is deposited in the United States mail addressed to the Class “A” Member at his or her address as it appears on the records of the Association, or supplied by such Member to the Association for the purpose of notice, with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of meeting of a Class “A” Member shall be deemed the equivalent of proper notice. Any Class “A” Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Class “A” Member, whether in Person or by proxy, shall be deemed a waiver by such Class “A” Member of notice of the time, date, and place thereof, unless such Class “A” Member or specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Class “A” Members, as the case may be, who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Class “A” Members in the manner prescribed for regular meetings.

The Class “A” Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Class “A” Members to leave less than a quorum, provided that at least ten (10%) percent of the total votes of the Association remains present in person or by proxy, and provided further that any action taken shall be approved by at least a majority of the Members required to constitute a quorum.

Section 8. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 9. Proxies. At all meetings of Members, each Class “A” Member may act or vote in person or by proxy. The person appointed as proxy need not be a Member of the Association. Designation by a Member or Members of a proxy to vote or act on his or her behalf shall be made in writing to the Secretary of the Association (or if there is no Secretary, then with the person conducting the meeting for which the proxy is given) at or before the meeting and shall be revocable at any time by actual notice to the Secretary of the Association by the Member or Members making such designation and shall automatically cease upon conveyance by the Member of his or her Sublot. Notice to the Association in writing or in open meeting of the revocation of the designation of a proxy shall not affect any vote or act previously taken or authorized. The presence at a meeting of the person appointing a proxy does not revoke the appointment.

Section 10. Majority. As used in this Code, the term “majority” shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

Section 11. Quorum. Except as otherwise provided in this Code or in the Declaration, the number of Class “A” and Class “B” Members of the Association present at any meeting in person or by proxy shall constitute a quorum at all meetings of the Association except as otherwise provided in the Articles of Incorporation, the Declaration, or this Code. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 12. Conduct of Meetings. The president shall preside over all meetings of the Association, and the secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

Section 13. Action Without A Meeting. Any action required by law to be taken at a meeting of the Class “A” Members or any action which may be taken at a meeting of the Class “A” Members may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Class “A” Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Class “A” Members.

Article III

Board of Directors: Number, Selection, Term of Office

Section 1. Number. During the Class “B” membership period, the affairs of this Association shall be managed by a Board of three (3) Directors who need not be Members of the Association. After the termination of the Class “B” membership, the affairs of the Association shall be managed by a Board of not less than three (3) nor more than five (5) Directors, who shall be Members of the Association.

Section 2. Term of Office. At the first annual meeting the Members, but prior to the termination of the Class “B” membership, the Class B Member shall appoint three (3) Directors for terms of one (1) year each; and at each annual Meeting thereafter, but prior to the termination of the Class “B” membership, the Members shall elect one (1) Director for a term of one (1) year. After the termination of the Class “B” membership, at each annual meeting thereafter

the Members shall elect at least one (1) but no more than five (5) Directors for terms of from one (1) year to three (3) years each.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his or her successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his or her predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 5. Right to Disapprove Actions. This Section 5 may not be amended without the express, written consent of the Developer as long as the Developer maintains membership in the Association by ownership of a Sublot within the Property.

So long as the Developer maintains membership in the Association by ownership of a Sublot within the Property, the Developer shall have a right to disapprove actions of the Board and the Design Review Committee, as is more fully provided in this Section. This right shall be exercisable only by the Developer, its successors, and assigns who specifically take this power in a recorded instrument. The right to disapprove shall be as follows:

No action authorized by the Board or Design Review Committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) The Developer shall have been given written notice of all meetings and proposed actions approved at meetings of the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies as to the Board meetings all provisions of this Code and which notice shall, except in the case of the regular meetings held pursuant to this Code, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) The Developer shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, any committee thereof, or the Association. The Developer, its representatives or agents shall have the right to make its concerns, thoughts, and suggestions known to the members of the subject committee and/or the Board. The Developer shall have the right to disapprove any action, policy, or program authorized by the Board or any committee thereof and to be taken by the Board, such committee, the Association, or any individual Member of the Association, if Board, committee, or Association approval is necessary for such action. This right may be exercised by the Developer, its representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board or the Association. The Developer shall not use its right of disapproval to require a reduction in the level of

services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

Article IV

Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Article V

Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly, without notice, or at such more frequent regular intervals that the Board may determine, at such place and hour as may be fixed from time to time by resolution of the Board or otherwise determined by the Directors. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of the Board, recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. Meetings may be conducted by telephone and shall be considered as any other meeting, provided all Directors are able through telephone connection to hear and to be heard.

Section 5. Open Meetings. Subject to the provisions of Section 6 of this Article, and Section 2 of Article X, all meetings of the Board shall be open to all Class "A" Members, but Class "A" Members other than Directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a Member of the Board. In such case, the President may limit the time any Class "A" Member may speak.

Section 6. Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 7. Action Without a Formal Meeting. Any action to be taken at a meeting of the Board or any action that may be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members of the Board, and such consent shall have the same force and effect as a unanimous vote. An explanation of the action taken shall be posted at a prominent place or places within the Common Areas within three (3) days after the written consents of all the Members of the Board have been obtained.

Article VI

Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area, the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof in accordance with Article X hereof.

(b) suspend the voting rights and right to use of the recreational facilities (if any) of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of this Code, the Articles of Incorporation, or the Declaration;

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

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and

(f) take all actions, and to create and enforce rules and regulations as reasonably required to allow Pioneer Ridge to continue to maintain its status as "Housing For Older Persons" under the provisions of the Fair Housing Act, as the same may be amended from time to time.

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is required in writing by one-fourth (1/4) of the Class A Members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) prepare and adopt an annual budget and fix the amount of the total annual Assessments (including Common Assessments and Landscaping Assessments) against each Sublot at least thirty (30) days in advance of each annual Assessment period;

(2) send written notice of any change in the total annual Assessments against each Living Unit to every Owner subject thereto at least thirty (30) days in advance of each annual Assessment period; and

(3) place a lien (and foreclose said lien) against any Sublot for unpaid Assessments or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association and adequate officers and Directors indemnity insurance;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Areas to be maintained.

(h) establish, levy, assess and collect all Assessments referred to or authorized in the Declaration.

Section 3. Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

(a) cash basis of accounting, as defined by generally accepted accounting principles, shall be employed;

(b) internal accounting controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board; and

(f) the following financial and related information shall be regularly prepared by the Board and copies made available to all Members of the Association at the expense of the Association:

(i) The Board shall cause a reserve budget and an income and expense budget (collectively referred to as the Budget) for the Association, to be prepared for each fiscal year of the Association. The Board shall post written notice in a prominent place within the Property that the Budget is available at the business office of the Association or at another suitable location within the Property.

(ii) The Board shall cause an annual financial statement or annual audit report (Financial Statement) to be prepared in accordance with generally accepted accounting principles within one hundred twenty (120) days after close of the Association's fiscal year. The Board shall post written notice in a prominent place within the Property that the Financial Statement is available at the business office of the Association or at another suitable location within the Property. The Financial Statement shall consist of:

- (A) a balance sheet as of the end of the fiscal year;
- (B) an income and expense statement for the fiscal year; and
- (C) a statement of changes in financial position for the fiscal year.

Such Financial Statement shall be prepared on an audited, reviewed, or compiled basis, as the Board determines, by an independent public accountant or by Developer or its designated agent, employee or contractor.

Article VII

Officers and Their Duties

Section 2. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be Members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 3. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 4. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year or until his or her successor is elected and has qualified, unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 5. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 6. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 8. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 9. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, deeds, and other written instruments and shall co-sign all checks and promissory notes.

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

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer or his designated agent(s) shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit or review of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting.

Article VIII

Committees

Section 2. Appointment of Committees. The Board of Directors shall appoint a Design Review Committee, as provided in the Declaration. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose.

Article IX
Finances of Association (Assessments)

Section 2. Preparation of Estimated Budget. On or before the filing with the Franklin County Recorder of the Declaration, and on or before December 15 of each year thereafter, the Association shall estimate the total amount necessary to pay the Assessments referred to in Article IX of the Declaration for the balance of the calendar year and the amounts, if any, which may be received from special assessments, concessions, contracts for special services and facilities, and other sources for the balance of the calendar year (collectively the “Estimated Cash Receipts” together with an estimate of amounts required to pay outstanding invoices for goods and services for the balance of the calendar year and a reasonable amount considered by the Association to be necessary for a reserve for contingencies (collectively the “Estimated Cash Disbursements”). Any surplus of Estimated Cash Receipts over Estimated Cash Disbursements (herein the “Estimated Surplus”) may, at the discretion of the Board, be either added to a reserve for contingencies or may be credited pro rata against amounts due from Members. Any excess of Estimated Cash Disbursements over Estimated Cash Receipts (herein “Estimated Cash Requirements”) may be assessed pro rata to those Members required to pay the Assessments according to and as specifically set forth in Article IX of the Declaration. On or before December 21, the Association shall notify each Member in writing as to the amount of any assessment for Estimated Cash Requirements, and shall send a copy of such notice to each holder of a first mortgage upon the Ownership Interest of a Member who has made a request in writing for such notification. The failure of the Association to comply strictly with the above time requirements shall not be deemed to be a waiver and shall not prevent the Association from collecting Assessments.

In addition to such regular monthly assessments, each Class “A” Member shall be required to make, at the time such Member acquires title to a Sublot, an initial capital contribution to the Association of up to \$_____ for each Sublot purchased, one-half (1/2) of said sum shall be held by the Association in the Association’s working capital account and the balance of said sum shall be held by the Association as a reserve for contingencies and replacements. The general purpose of this contribution is to provide the Association with funds for working capital and/or contingency reserve purposes. Such funds may be used for certain prepaid items (e.g., insurance premiums, utility deposits and organization, equipment and supply costs) and for such other purposes as the Board may determine. This initial capital contribution is not an escrow or an advance, is not refundable and shall not be required of the Declarant, but only from those Persons who purchase a Sublot from the Declarant. Such payment shall be due upon conveyance to the initial Owner and each subsequent Owner.

Notwithstanding the provisions of this Section 1, the Board shall have the authority to establish payment of Assessments monthly, quarterly or semi-annually (rather than annually).

Section 3. Reserves for Contingencies and Replacements; Special Assessments. The Association shall build up and maintain a reasonable reserves for contingencies and reserves for replacements and major repairs. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserves. The Association may also make any necessary or desirable special Assessments, from time to time which shall be payable at the time or times the Board deems necessary or

desirable. The Association shall serve notice of such further Assessments on Members required to pay Assessments, by a statement in writing giving the amount and reasons therefor.

Section 4. Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or deliver to a Member any annual or adjusted estimate shall not constitute a waiver or release in any manner of such Member's obligation to pay his or her share of the Assessments, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Member required to pay Assessments pursuant to Section 9.2 of the Declaration shall continue to pay the monthly charge at the existing monthly rate established for the previous period until the Association mails or delivers notice of the new monthly payment due as a result of the determination of the new annual or adjusted estimate.

Section 5. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration and Code, membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the Property as the Board shall prescribe. The copying of any records shall be at the expense of the Member, except as otherwise stated herein.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Members of the Board. Every Member of the Board shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Member of the Board includes the right to make extracts and copies of documents at the expense of the Association.

Section 6. Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein and (except for such special Assessments as may be levied hereunder against less than all of the Members and for such adjustments as may be required to reflect delinquent or prepaid Assessments) shall be deemed to be held for the use, benefit and account of all Members required to pay Assessments pursuant to Section 9.2 of the Declaration.

Section 7. Depository. The depository of the Association shall be such bank or banks and/or such savings and loan association or savings and loan associations and/or such money market fund(s) as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawal of the monies from such accounts shall be only by check signed by such persons as are authorized by the Board.

Section 8. Annual Review. The books of the Association shall be reviewed once a year by the Board. If requested by a majority of the members of the Board, such review shall be made by a certified public accountant. In addition and at any time requested by Members or by holders of first mortgages on Ownership Interests possessing in the aggregate fifty percent (50%) or more of the voting power in the Association, the Board shall cause an additional review to be made at the expense of the requesting party.

Section 9. Remedies for Failure to Pay Assessments. If an Owner shall be in default in the payment of any of the aforesaid Assessments, the Association shall have all of the remedies set forth in the Declaration, in this Code or at law or equity to collect such Assessments and all costs associated therewith.

Article X

Hearing Procedure; Compliance and Non-Monetary Default.

Section 2. Enforcement. In the event of a violation by any Member or any Tenant or other occupant of a Member (other than the nonpayment of Assessments or charges, which are governed by Articles IX, X and XI of the Declaration) of any of the provisions of the Declaration, this Code, or the Rules, the Association or a committee created by this Code or by the Board shall notify the Member and any Tenant or other occupant of the violation, by written notice. If such violation is not cured as soon as is reasonably practical and in any event within seven (7) days after such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the Member or Tenant or other occupant fails to commence and diligently proceed to completely cure such violation as soon as is reasonably practical within seven (7) days after written demand by the Association or such committee, or if any similar violation is thereafter repeated, the Association or such committee may, at its option:

(a) Impose a penalty Assessment against the Member or Tenant or other occupant as provided in Subsection (b) of this Section; and/or

(b) Commence an action to enforce performance on the part of the Member or Tenant or other occupant, and to require the Member to correct such failure, or for such other relief as may be necessary under the circumstances, including injunctive relief; and/or

(c) The Association may itself perform any act or work required to correct such failure and, either prior to or after doing so, may charge the Member with all reasonable costs incurred or to be incurred by the Association in connection therewith, plus a service fee equal to fifteen percent (15%) of such costs. In connection with the foregoing, the Association may perform any maintenance or repairs required to be performed, may remove any change, alteration, addition or improvement which is unauthorized or not maintained in accordance with the provisions of the Declaration, and may take any and all other action reasonably necessary to correct the applicable failure; and/or

(d) Suspend the voting rights and right to use of the recreational facilities (if any) of a Member per Article VI, Section 1(b) herein;

(e) Commence an action to recover damages or any other remedy available at law or in equity.

Section 3. Penalty Assessments. The amount of any penalty Assessment shall be a reasonable amount as determined by the Board or the Covenants Committee. Prior to imposing any penalty Assessment, the Member or Tenant or other occupant shall be afforded an opportunity for a hearing after reasonable notice to the Member or Tenant or other occupant of not less than ten (10) days, which notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the provisions of the Declaration, this Code or Rules which have allegedly been violated, and (iii) a short and plain statement of the matters asserted by the Association or the committee. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery is entered by the officer, Board Member, committee Member or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the hearing. The minutes of the hearing shall contain a written statement of the hearing and the sanction, if any, imposed. The Member or Tenant or other occupant shall have an opportunity to respond, to present evidence, and to provide written and oral arguments on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. At the hearing, the Board or committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if the Board or committee so determines, it may impose such penalty Assessment as it deems appropriate by written notice to the Member or Tenant or other occupant. If the Member or Tenant or other Occupant fails to attend the hearing as set by the Board or committee, the Member or Tenant or other Occupant shall be deemed to have admitted the allegations contained in the notice to the Member or Tenant or other Occupant. Any penalty Assessment imposed by the Board or committee shall be due and payable within ten (10) days after written notice of the imposition of the penalty Assessment, or if a hearing is timely requested, within ten (10) days after written notice of the Board's or committee's decision at the hearing. Any penalty Assessment levied against a Member shall be deemed an Assessment and if not paid when due all of the provisions of the Declaration relating to the late payment of Assessments shall be applicable. If any penalty Assessment is levied against a Tenant and is not paid within ten (10) days after same is due, the Association shall have the right to evict the Tenant as hereinafter provided.

Section 4. Negligence. A Member shall be liable and may be charged by the Association for the expense of any maintenance, repair or replacement rendered necessary by his or her act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Sublot, Living Unit or its appurtenances or of the Common Areas.

Section 5. Responsibility of Members for Tenants. Each Member shall be responsible for the acts and omissions, whether negligent or willful, of his or her Tenant, and for all employees, agents and invitees of the Member or any such Tenant, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Member shall be charged for same, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of the Declaration, this Code, or any Rule, by any Tenant, or any employees, agents or invitees of a Member or any Tenant of a Living Unit, shall also be deemed a violation by the Member, and shall subject the Member to the same liability as if such violation was that of the Member.

Section 6. Costs and Attorney's Fees. In any legal proceedings commenced by the Association or a committee to enforce the Declaration, this Code and/or the Rules, as said documents may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' and paralegal fees. Any such costs or attorneys' and paralegals' fees awarded to the Association or committee in connection with any action against any Member shall be charged to the Member.

Section 7. Developer Assessments for Legal Expenses. Except as provided in Section 5 of this Article, the Developer shall not be required to pay any assessments or monies to finance any claim or litigation against the Developer.

Section 8. No Waiver of Rights. The failure of the Association or a committee or any Member to enforce any covenant, restriction or any other provision of the Declaration, this Code, or the Rules, as the said documents may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

Section 9. Appeal. Following a hearing before a committee, the violator shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the President or Secretary of the Association within thirty (30) days after the date of receipt of the decision of the committee. No later than thirty (30) days after receipt of the notice of appeal, the Board shall review the minutes of the hearing. The affirmative vote of two-thirds (2/3) of the Members of the Board shall be required to reverse or modify the decision of the committee.

Section 10. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, this Code, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred by the Association in so acting to enforce such rights.

Article XI

Amendments to this Code of Regulations

During the Class "B" Control Period (as defined in the Declaration), this Code may be amended by the Board. Thereafter, this Code of Regulations may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of Members present in person or by proxy, provided, however, if the Developer applies for approval of the Federal Housing Administration or the Veterans Administration for mortgage financing then in that event, the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

Article XII

Miscellaneous

Section 2. Fiscal Year. The initial fiscal year of the Association shall be set by resolution of the Board.

Section 3. Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Ohio law, the Articles, the Declaration, or this Code.

Section 4. Conflicts. If there are conflicts or inconsistencies between the mandatory provisions of Ohio law, the Articles, the Declaration, and this Code, the mandatory provisions of Ohio law, the Declaration, the Articles, and this Code (in that order) shall prevail.

Section 5. Notices. Unless otherwise provided in this Code, all notices, demands, bills, statements, or other communications under this Code shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first class postage prepaid:

(a) if to a Member, or at the address which the Member has designated in writing and filed with the secretary or, if no such address has been designated, at the address of the Living Unit of such Member; or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by the notice in writing to the Owners pursuant to this Section.

Section 6. Headings. The heading of each Article and of each Section in this Code is inserted only as a matter of convenience and for reference and in no way defines, limits or describes the scope or intent of this Code or in any way affects this Code.

Section 7. Rule Against Perpetuities. If any of the options, privileges, covenants or rights created by this Code shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common-law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now-living descendants of Joseph R. Biden, President of the United States of America, and Kamala D. Harris, Vice President of the United States of America.

Section 8. Indemnification. Each member of the Board and each officer of the Association, and each former member of the Board and officer of the Association, shall be indemnified by the Association against the costs and expenses reasonably incurred by him or her in connection with the defense of any pending, threatened or completed action, suit or proceeding, criminal, civil, administrative, or investigative, to which he or she is or may be made a party by reason of his or her being or having been such member of the Board or officer of the Association (whether or not he or she is a member or officer at the time of incurring such costs and expenses), unless such Board member or officer (or former Board member or officer) failed to act in good

faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal proceeding, he or she had no reasonable cause to believe his or her action was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction shall not create, of itself, a presumption that the person did not act in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, a presumption that the person had reasonable cause to believe that his or her conduct was unlawful. The determination of whether the Board member's or officer's conduct failed to qualify for indemnification shall be made either by (1) the opinion of independent counsel selected by the Association, (2) by a majority vote of the disinterested members of the Board of the Association, or (3) a majority vote of the disinterested members of the Association. The phrase "disinterested members" shall mean all members of the Board or of the Association other than (i) any member of the Board or officer of the Association who is a party to or threatened with such action, suit or proceeding; (ii) any corporation or organization of which such member of the Board or officer referred to in (i) above owns of record or beneficially ten percent (10%) or more of any class of voting securities; (iii) any firm of which such member of the Board or officer referred to in (i) above is a partner or member; and (iv) any spouse, child, parent, brother or sister of any such member of the Board or officer referred to in (i) above. The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such member of the Board or officer and shall not be exclusive of other rights to which any member of the Board or officer may be entitled to or granted pursuant to Section 1702.12I of the Ohio Revised Code, as a matter of law, or under the Declaration, Articles, this Code, any vote of Association members or any agreement.

[remainder of page intentionally left blank]

IN TESTIMONY WHEREOF, the undersigned, being the sole Member of the Association, has caused this Code of Regulations to be duly adopted on or as of the _____ day of _____, 2023.

Fairlington Heights, LLC

By: _____
Ohm Patel, Member

STATE OF OHIO)
) SS.
FRANKLIN COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Fairlington Heights, LLC, by Ohm Patel, its Member, who acknowledged that he executed the within instrument, that such execution was the free act and deed of said limited liability company and was his free act and deed both individually and in his capacity as an officer of the limited liability company.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this _____ day of _____, 2023.

NOTARY PUBLIC
My Commission Expires:

THIS INSTRUMENT PREPARED BY:
MATTHEW T. VIOLA, ESQ.
KOHMAN JACKSON & KRANTZ LLP.
ONE CLEVELAND CENTER, 29TH FLOOR
1375 E. 9TH STREET
(216) 736-7253

EXHIBIT “E”

Chart of Maintenance Responsibilities

Item of Maintenance*	Ownership	Responsibility For Cost of Maintenance /Repair**	Responsibility For Performance of Maintenance/Repair**
Private Drive/Roadway/ Utilities that are part of the Common Elements	Association	Association	Association, including snow removal***; seal coating as necessary
Individual Driveways	Owner	Association	Association, including snow and ice removal***
Sidewalks along private streets	Owner	Association	Association, including snow and ice removal***
Leadwalks within Sublot line	Owner	Association	Association, including snow and ice removal***
Porch Slab	Owner	Owner	Owner
Porch Structure	Owner	Owner	Owner
Patios	Owner	Owner	Owner
Privacy Fences	Association	Association	Association
Windows	Owner	Owner	Owner (subject to approval by the Design Review Committee)
Shutters	Owner	Association	Association
Roof	Owner	Association	Association
Siding	Owner	Association	Association

Landscaping on Sublot	Owner	Association	Association (any additions to landscaping installed by Declarant or Association is subject to approval of the Design Review Committee and shall be maintained by the Owner, unless otherwise agreed to by the Design Review Committee)
Landscaping within Common Areas	Association	Association	Association
Grass	Owner	Association	Association will cut grass and annually fertilize; Owner to water
Trash Removal	Owner	Owner	Owner
Trimwork	Owner	Association	Association
Exterior Doors	Owner	Owner	Owner (subject to approval by the Design Review Committee)
Sliding Glass Doors	Owner	Owner	Owner (subject to approval by the Design Review Committee)
Street Lighting	Association	Association	Association
Garage Doors	Owner	Owner	Owner (subject to approval by the Design Review Committee)
Insurance (Common Elements)	Owner	Association to insure Common Areas for public liability and casualty damage	N/A
Insurance (Sublots and Living Unit)	Owner	Owner to insure Sublot and Dwelling Unit for public liability and casualty damage	N/A

*** FOR ANY ITEM NOT LISTED THE RESPONSIBILITY FOR COST AND THE PERFORMANCE SHALL BE THE RESPONSIBILITY OF THE OWNER OF THAT ITEM.**

**** UNLESS OTHERWISE PROVIDED IN THE DECLARATION, MAINTENANCE/REPAIR SHALL INCLUDE THE OBLIGATION TO REPLACE.**

***** THE ASSOCIATION SHALL NOT BE REQUIRED TO REMOVE OR PLOW ICE AND SNOW UNLESS AND UNTIL A DEPTH OF 2 INCHES.**

Compare Results

Old File:

Scioto_Villas_Development_Standards_V1.0_Fri_Aug_12_2022_12-09-44.pdf

4 pages (129 KB)
8/12/2022 12:07:27 PM

versus

New File:

Scioto_Villas_Development_Townhome_Standards_V1.0_Tue_Sep_26_2023_16-38-02.pdf

4 pages (133 KB)
9/27/2023 11:02:43 AM

Total Changes

18

Text only comparison

Content

- 18 Replacements
- 0 Insertions
- 0 Deletions

Styling and Annotations

- 0 Styling
- 0 Annotations

Go to First Change (page 1)

SCIOTO VILLAS DEVELOPMENT STANDARDS TEXT

Northeast Corner of Fishinger Road and Fairlington Drive

City of Upper Arlington, Ohio

Developer: Moment Development c/o Ohm Patel

Site: Approximately 1.92 +/- acres located at the northeast corner of Fishinger Road and Farlington Drive

Zoning Case #:

Date of Text: September 25, 2023

1. **Introduction:** The Developer is seeking a rezoning of approximately 1.92 +/- acres of land located at the northeast corner of Fishinger Road and Farlington Drive from R-1(b) single family district to RCD, residential community district in order to develop 15 single family townhome units as shown on the proposed site plan (the "Site Plan").

2. **Permitted Uses:** Only the following uses shall be permitted: Fifteen(15) single family townhome dwellings. Buildings may have attached garages.

3. **Development Standards:**

A. Density, Lot, and/or Setback Commitments:

1. The maximum number of dwelling units shall be 15.

2. The setbacks shall be as follows:

Building setback from Fishinger Road: 22 feet from right of way.

Parking setback from Fairlington Drive: 10 feet from right of way.

Building setback from Fairlington Drive: 0 feet from right of way.

Parking setback from east property line adjacent to Franklin County Parcel No. 070-007764: 10 feet

Building setback from east property line adjacent to Franklin County Parcel No. 070-007764: 50 feet

Parking setback from north property line adjacent to Franklin County Parcel Nos. 070-007860 and 070-007859: 10 feet

Building setback from north property line adjacent to Franklin County Parcel Nos. 070-007860 and 070-007859: 30 feet

Landscaping, mounding, fencing, irrigation, lighting, signage and lawns shall be permitted in the setback areas. Public sidewalk shall also be permitted in the setbacks along Fishinger Road and Fairlington Drive only.

B. Height:

Height limitations shall vary as set forth below and as depicted on the Site Plan:

1. The dwelling shall be within a 33'0" maximum building height as measured from the grade to peak of roof.

C. Access/Loading/Parking:

1. All circulation, curb cuts, and access points shall be subject to the review and approval of the City Engineer and Fire Department.
2. Parking shall be limited to two (2) vehicle spaces per unit in the garage. No parking shall be permitted in dwelling unit driveways or in drive aisles within the project. Additional short term guest parking shall be provided as identified on the Site Plan.
3. Cross parking shall be permitted.
4. Minimum drive width within the project shall be 22.5 feet

D. Buffering/Landscaping/Open Space/Screening

1. Landscaping of the property shall be in accordance with this text and per the direction and approval of the City Forester.
2. Recommended tree list and sizes will follow table 6-J in the City of Upper Arlington Code of Ordinances. Tree caliper shall be measured 6 inches from ground.
3. Landscaping shall be maintained in a neat condition and dead materials shall be replaced with new landscaping which meets the size requirements contained in this text and the accompanying site plan, within six months or the next planting season.
4. A solid 8' tall wood privacy fence that will step down to 6' and then down to 42" when approaching Fishinger Road and Fairlington Drive and will end 15 feet from the front property line, shall be constructed. This will be constructed on the east and north property lines. The fence will be maintained in a good condition and shall be painted and repaired annually. A townhome association established for the project in accordance with Ohio Revised Code Chapter 5311 will be responsible for the maintenance (the "Townhome Association").

5. A landscape buffer including a mixture of ornamental, shade and evergreen trees shall be installed.

6. Landscaping will be maintained by the Townhome Association.

6. A sidewalk shall be installed adjacent to and in the City's right-of-way along Fairlington Drive and Fishinger Road as shown on the Site Plan.

7. The project shall have a maximum lot coverage of 75% with a minimum of 25% open space.

E. Building Design/Exterior Treatment:

1. All buildings shall be finished with brick, fiber cement siding, glass, metal and any combination thereof. Brick shall be the primary material for front and side elevations. Fiber cement siding or panels shall be the primary material on rear facades and may make up to 100% of said facades.

2. Roof top materials shall consist of thermoplastic polyolefin (TPO) material.

3. Pitched roofs with gabled or hipped ends are permitted. Each unit shall be designed such that if solar panels need to be added retroactively, they could be incorporated based on each individual user's needs.

4. Building designs shall be consistent with the architectural plans submitted to the City and designed by Tim Lai Architects (the "Architectural Plans").

5. Rooftop decks are permitted on dwelling units subject to the following limitations: All lighting must have cut-off fixtures or shades. Spot lights and string lights shall not be permitted. Hot tubs, water features and fire places shall not be permitted. Gas and charcoal grills shall be permitted. The foregoing limitations have been included in the Sample Townhome Declaration to be recorded in the chain of title for the project.

F. Dumpsters/Lighting/Outdoor Display Areas/Other Environmental.

1. Trash storage shall be provided internal to each unit. Exterior locations for pick up shall be raised up from the curb and driving surface and separated from the path of automobile travel and shall be provided within 50'0" from the garage door of each unit. See attached Architectural Plans for locations.

2. All trash containers shall be stored within the residential garages.

3. All external outdoor lighting fixtures to be used shall be from the same or a similar manufacturer's type to ensure aesthetic compatibility. See attached sample cut sheets for color, style and specifications (the "Lighting Designs").

4. Stormwater management detention/retention areas shall be designed in accordance with the requirements of the City Engineer and shall be maintained by the Townhome Association.

G. Maintenance/Owners Association

1. The Townhome Association will have the obligation to maintain and complete all repairs and replacements necessary for all common open space areas, fencing, landscaping, lawns, lighting, irrigation systems, storm water detention, setback areas and drive aisles within the project. A copy of the proposed Townhome declaration to be recorded as required by Ohio Revised Code Chapter 5311 is attached (the "Sample Townhome Declaration"). The Sample Townhome Declarations provides for the mandatory assessment of maintenance contributions and provides the Townhome Association with the power and authority to file liens for non-payment.

2. Any lease of a dwelling unit shall be for a minimum of twelve months and shall be subject to approval by the Townhome Association. Short term rental of units for any period of less than twelve months shall be prohibited. The foregoing limitations have been incorporated in the Sample Townhome Declaration to be recorded in the chain of title for the project.

3. Mailboxes will be located in a central location as noted on the Site Plan.

G. Miscellaneous.

1. Variance requests to the standards set forth in this Development Text shall be reviewed and approved by the Board of Zoning & Planning (BZAP).

2. Construction will start along Fishinger Road and then move north up Fairlington Drive. There is no phasing planned but instead construction will continue from the date of commencement until the project is fully complete.

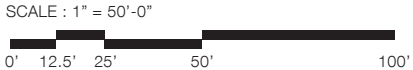
3. The proposed project shall be developed in general conformance with the submitted Site Plan, Architectural Plans, Lighting Designs and Sample Townhome Declaration (collectively the "Plans"). The Plans may be adjusted to reflect engineering, topographical or other site data developed at the time that development and engineering plans are completed. Any adjustment to the Plans shall be reviewed and may be approved by city staff upon submission of the appropriate data regarding the proposed adjustment.



**SCIOTO VILLAS
DESIGN UPDATE
12.7.2022**
© Tim Lai ArchitecT



SITE PLAN









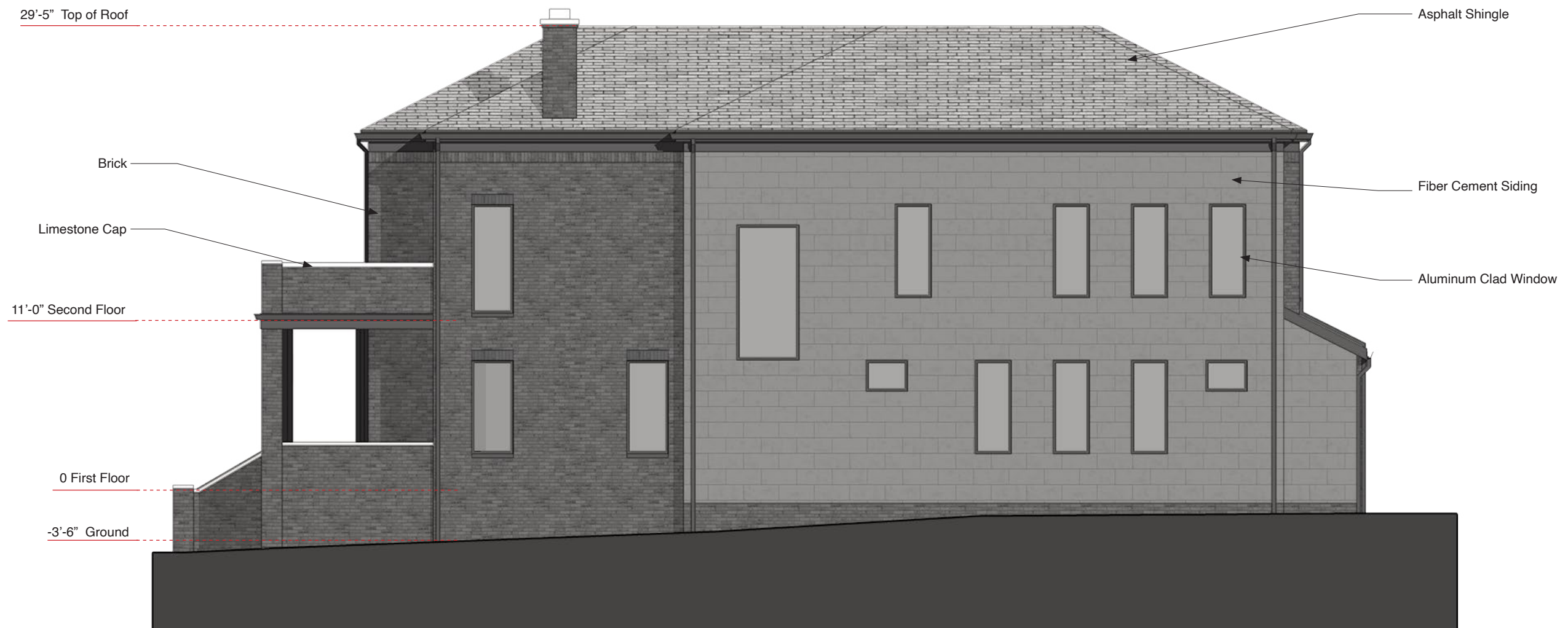
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SCALE : 1/8" = 1'-0"





SCALE : 1/8" = 1'-0"





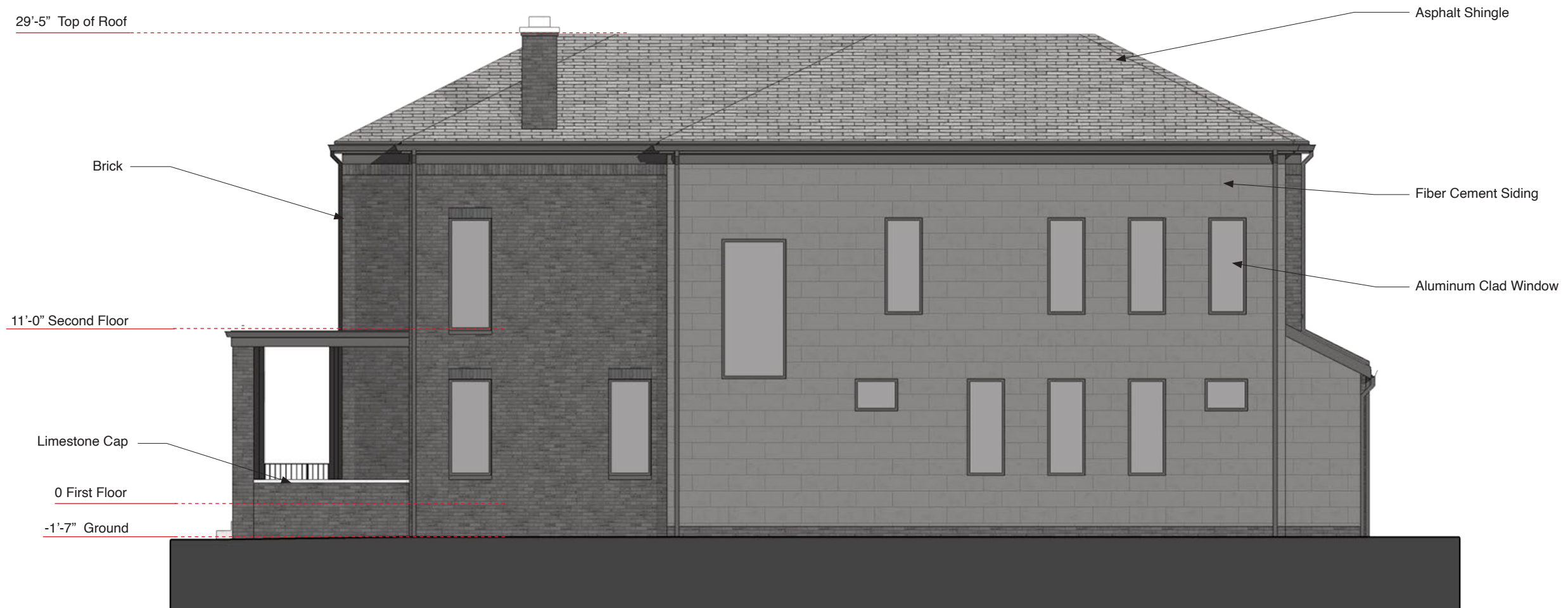
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SCALE : 1/8" = 1'-0"





SCALE : 1/8" = 1'-0"

0' 2' 4' 8' 16'

Typical | Rear Elevation



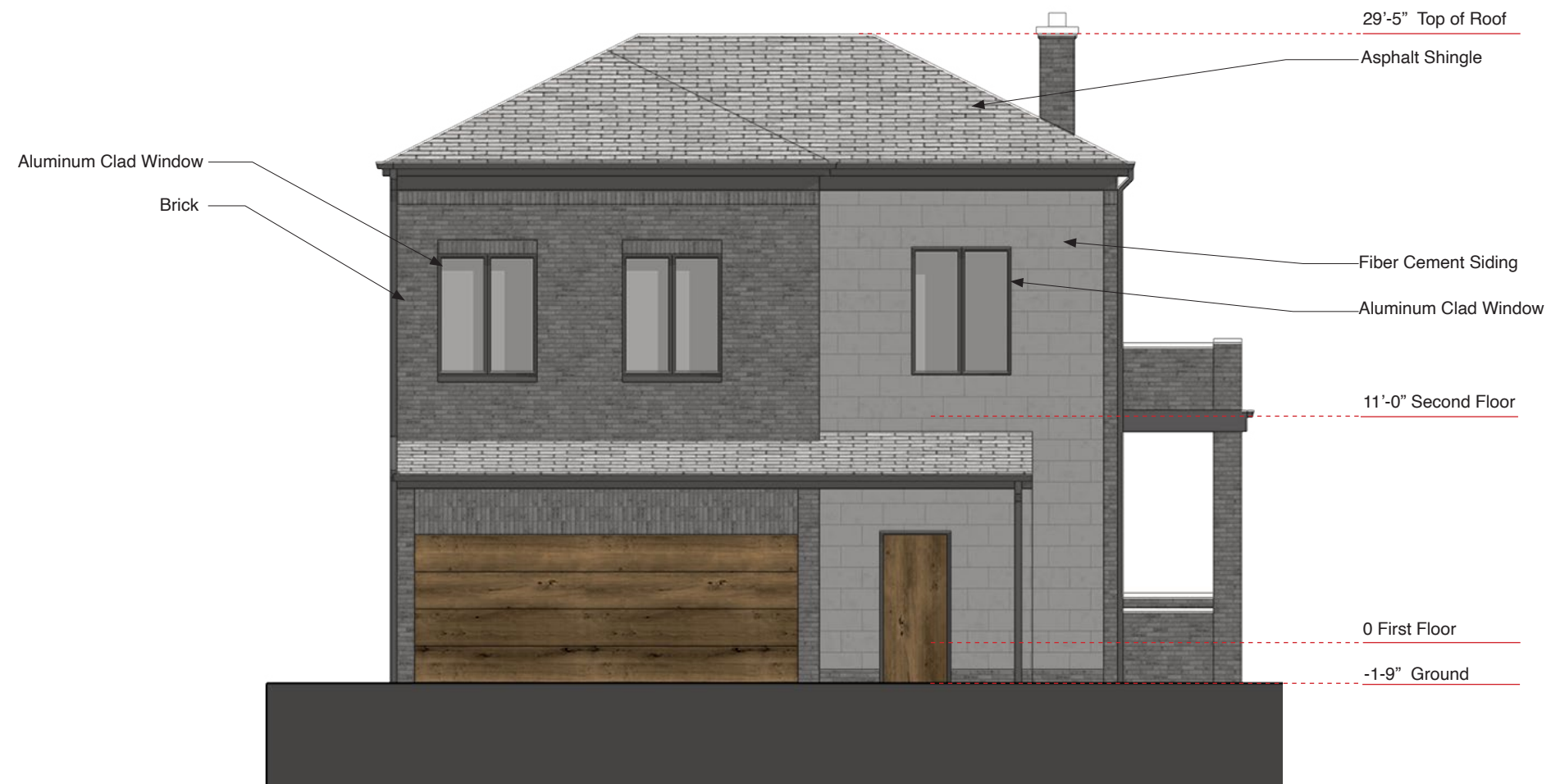
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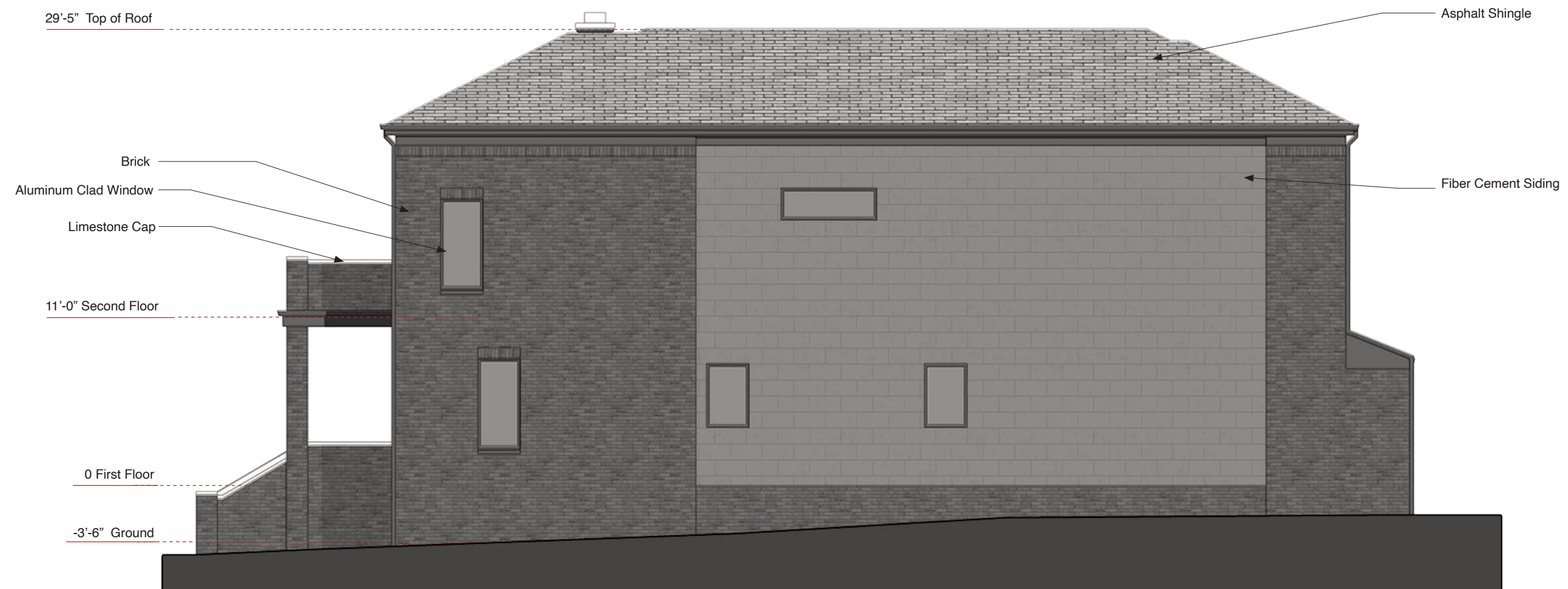
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SCALE : 1/8" = 1'-0"





SCALE : 1/8" = 1'-0"

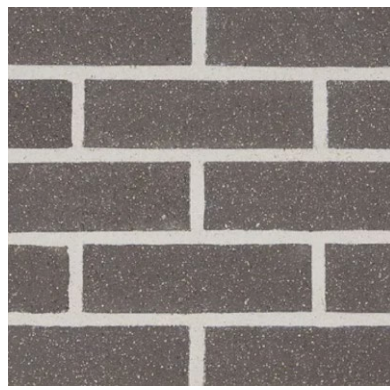
0' 2' 4' 8' 16'



7.
LIMESTONE CAP



1.
DARK BRICK
BELDEN
BLACK DIAMOND VELOUR



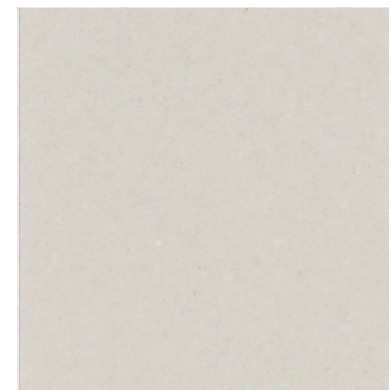
2.
DARK BRICK
BELDEN
BLACK CARBON VELOUR



3.
WHITE BRICK
BELDEN
ALASKA WHITE DART-TEX



4.
DARK FIBER CEMENT
SIDING
EQUITONE NATURA



5.
BEIGE FIBER CEMENT
SIDING
EQUITONE NATURA



6.
ASPHALT SHINGLE ROOF
GAF ROYAL SOVEREIGN
NICKEL GRAY



2022.08.09 RDLA21171P

SCIOTO VILLAS | UPPER ARLINGTON | FISHINGER RD & FAIRLINGTON DR PERSPECTIVE

The drawings, specifications, ideas, design and arrangements represented thereby are and shall remain the property of the architect. No part of shall be copied, disclosed to others or used in conjunction with any work or project other than the specific project for which they have been prepared and developed without the written consent of the architect. Visual contact with these drawings or specifications shall constitute conclusive evidence of acceptance of these restrictions. Written dimensions on these drawings shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job site, and this office must be notified of any variations from the dimensions and conditions shown by these drawings.





2022.08.09 RDLA21171P

SCIOTO VILLAS | UPPER ARLINGTON | FISHINGER RD & FAIRLINGTON DR ELEVATIONS

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SIDE

2022.08.09 RDLA21171P

SCIOTO VILLAS | UPPER ARLINGTON | FISHINGER RD & FAIRLINGTON DR ELEVATIONS

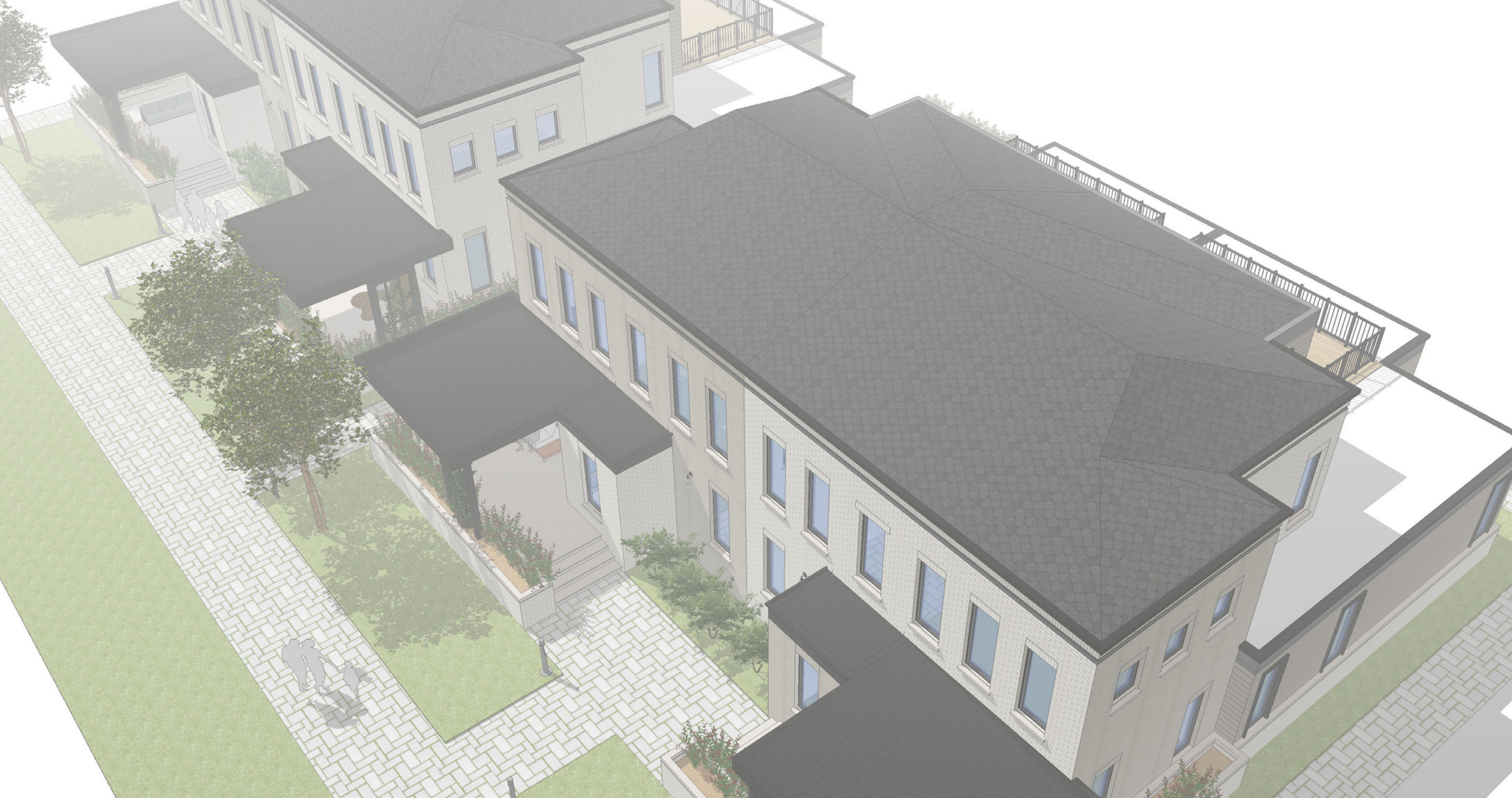
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2022.08.09 RDLA21171P

SCIOTO VILLAS | UPPER ARLINGTON | NORTH PERSPECTIVE

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2022.08.09 RDLA21171P

SCIOTO VILLAS | UPPER ARLINGTON | NORTH AERIAL PERSPECTIVE

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FRONT

2022.08.09 RDLA21171P

SCIOTO VILLAS | UPPER ARLINGTON | NORTH ELEVATIONS

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SIDE

2022.08.09 RDLA21171P

SCIOTO VILLAS | UPPER ARLINGTON | NORTH ELEVATION

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2022.08.09 RDLA21171P

SCIOTO VILLAS | UPPER ARLINGTON | TYPICAL REAR ELEVATION

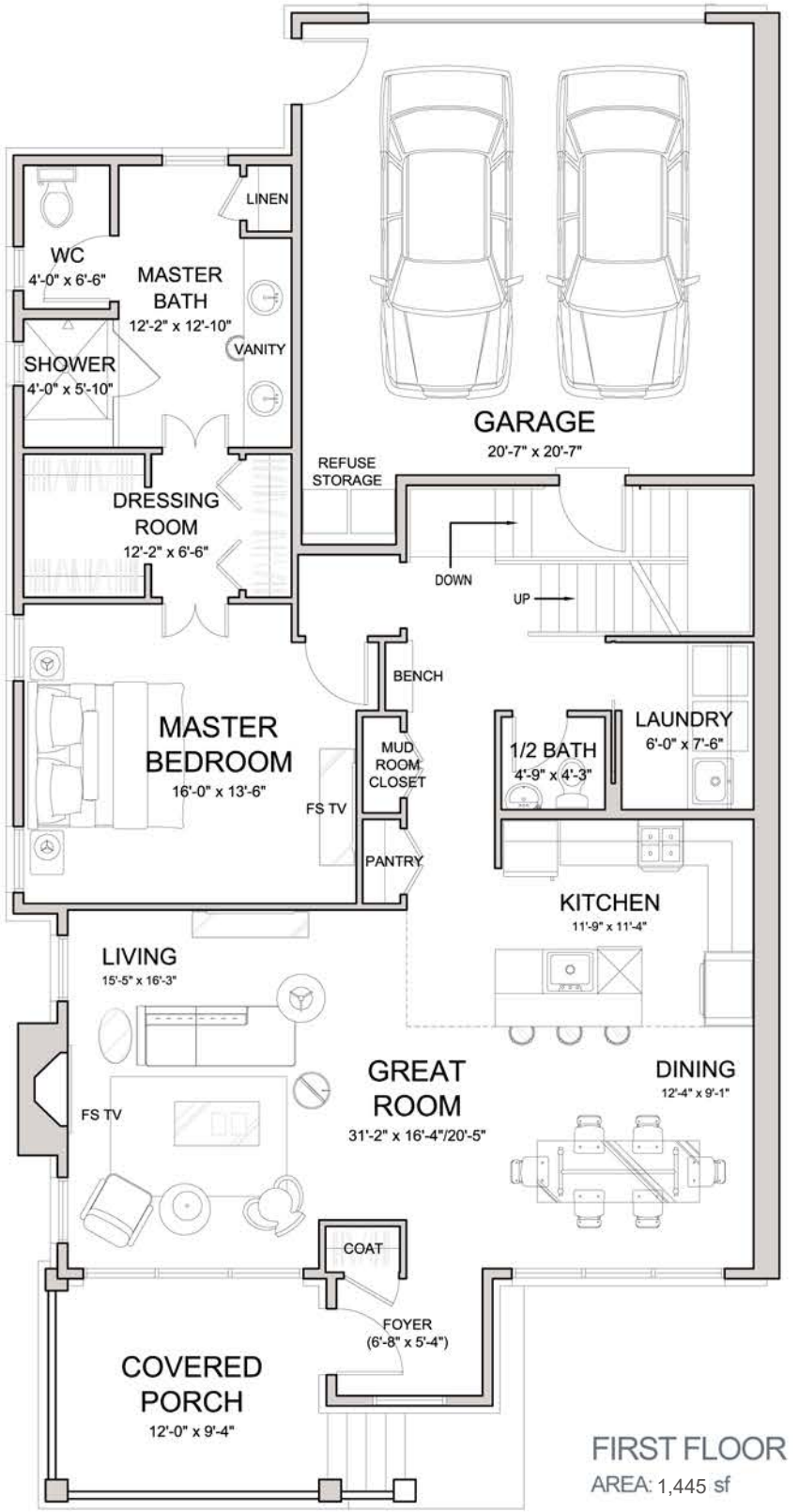
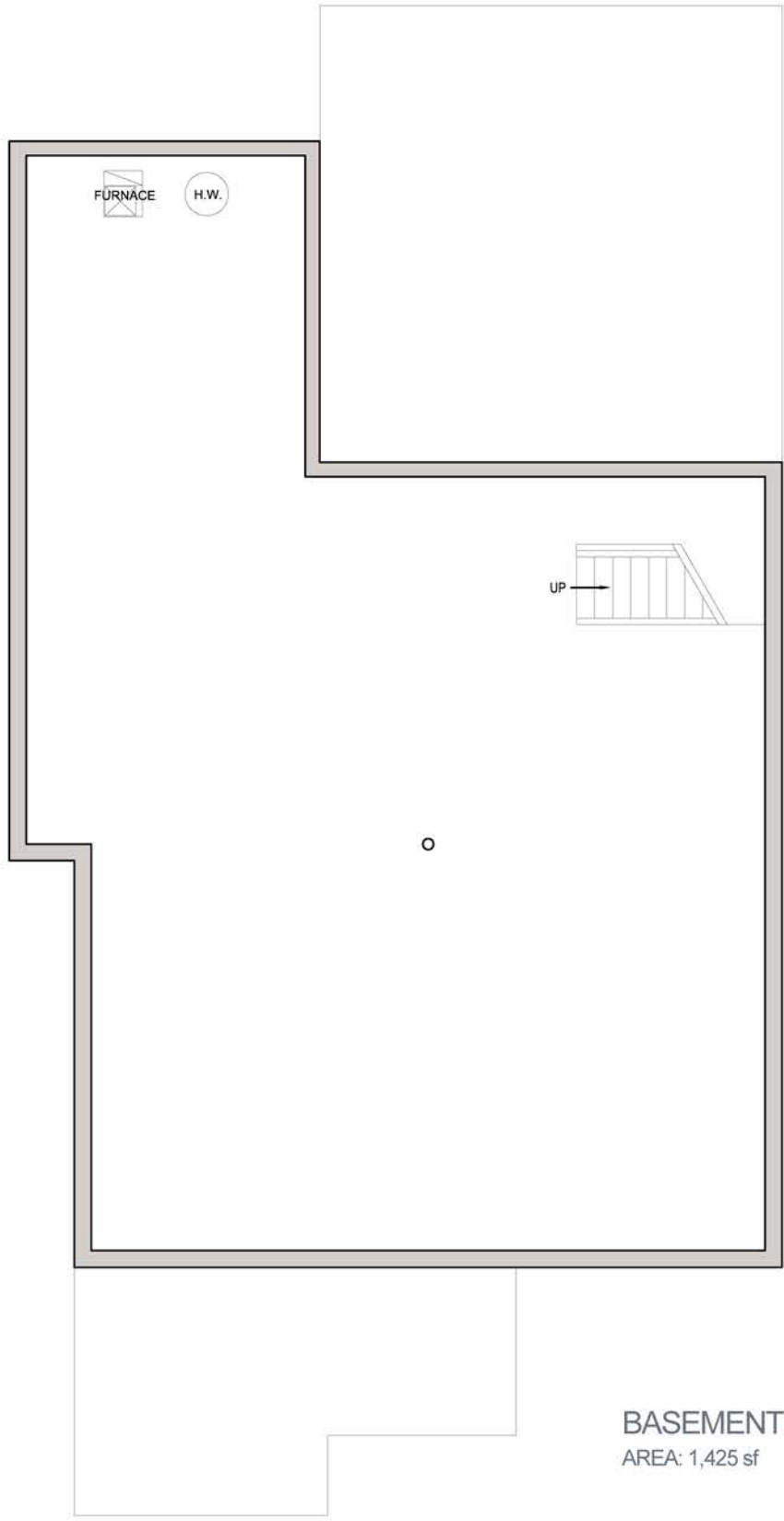
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2022.08.09 RDLA21171P

SCIOTO VILLAS | UPPER ARLINGTON | SITE PLAN

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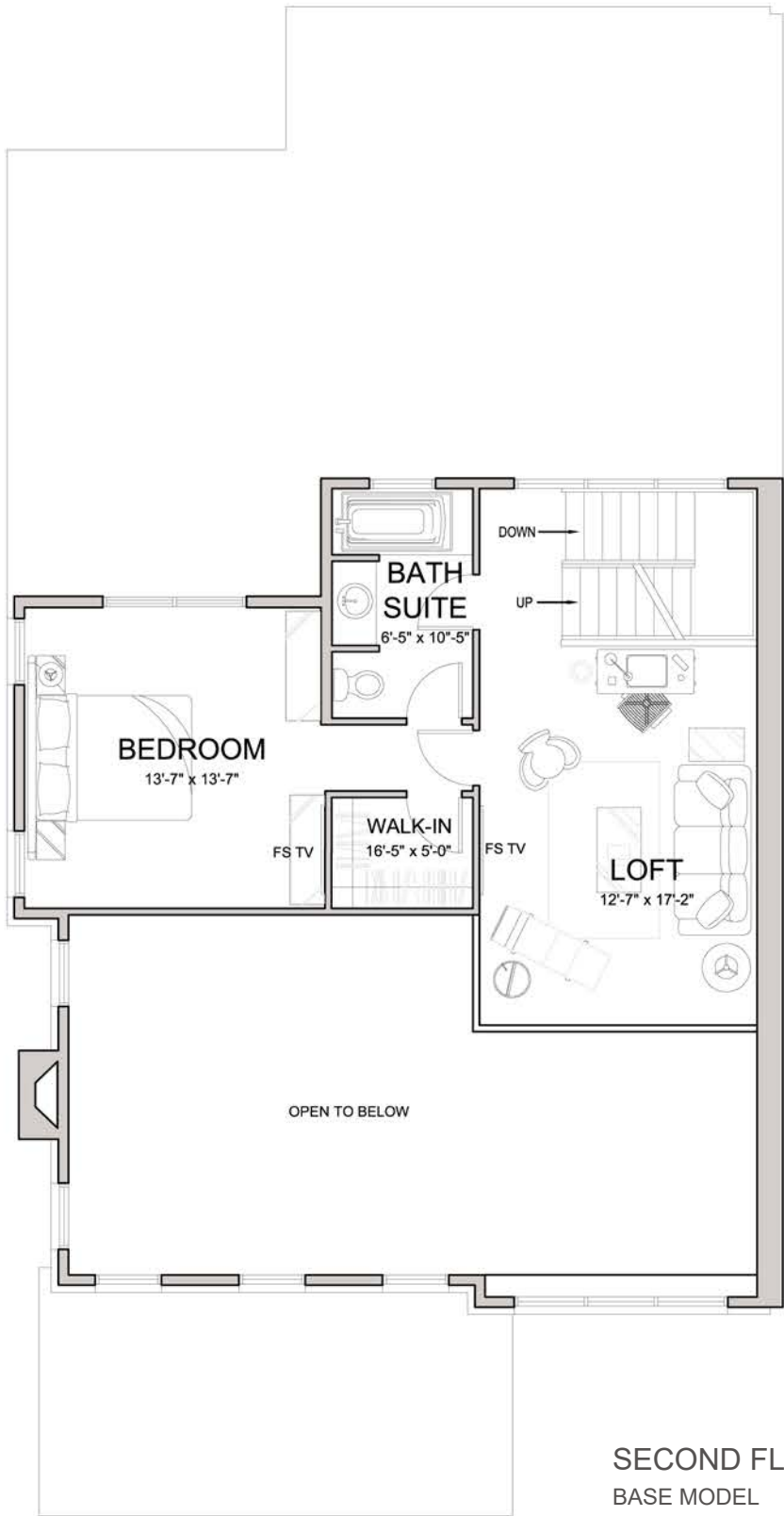


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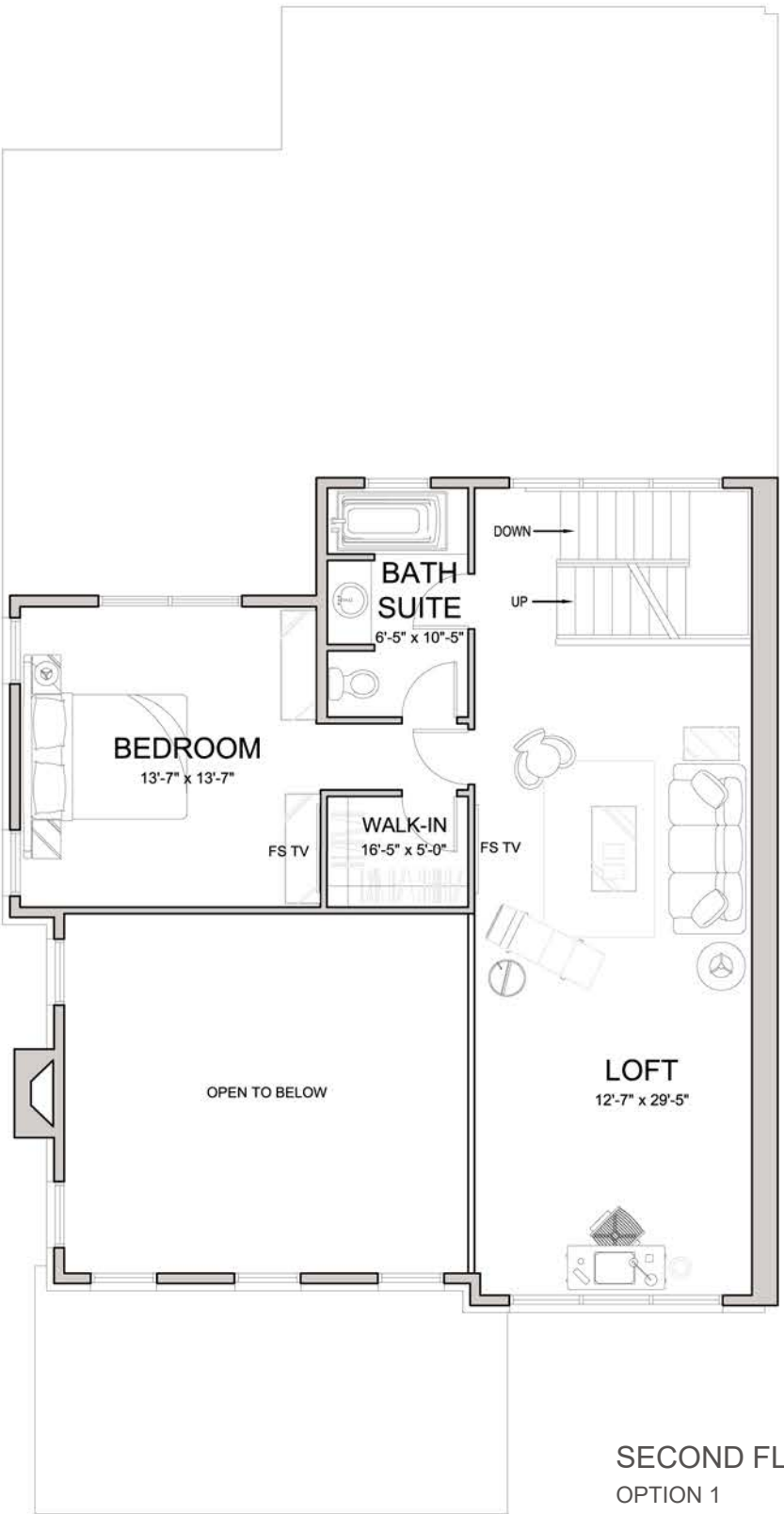
2022.08.09 RDLA21171P

SCIOTO VILLAS | UPPER ARLINGTON | FLOOR PLANS

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SECOND FLOOR
BASE MODEL
AREA: 600 sf
TOTAL AREA: 2,045 sf



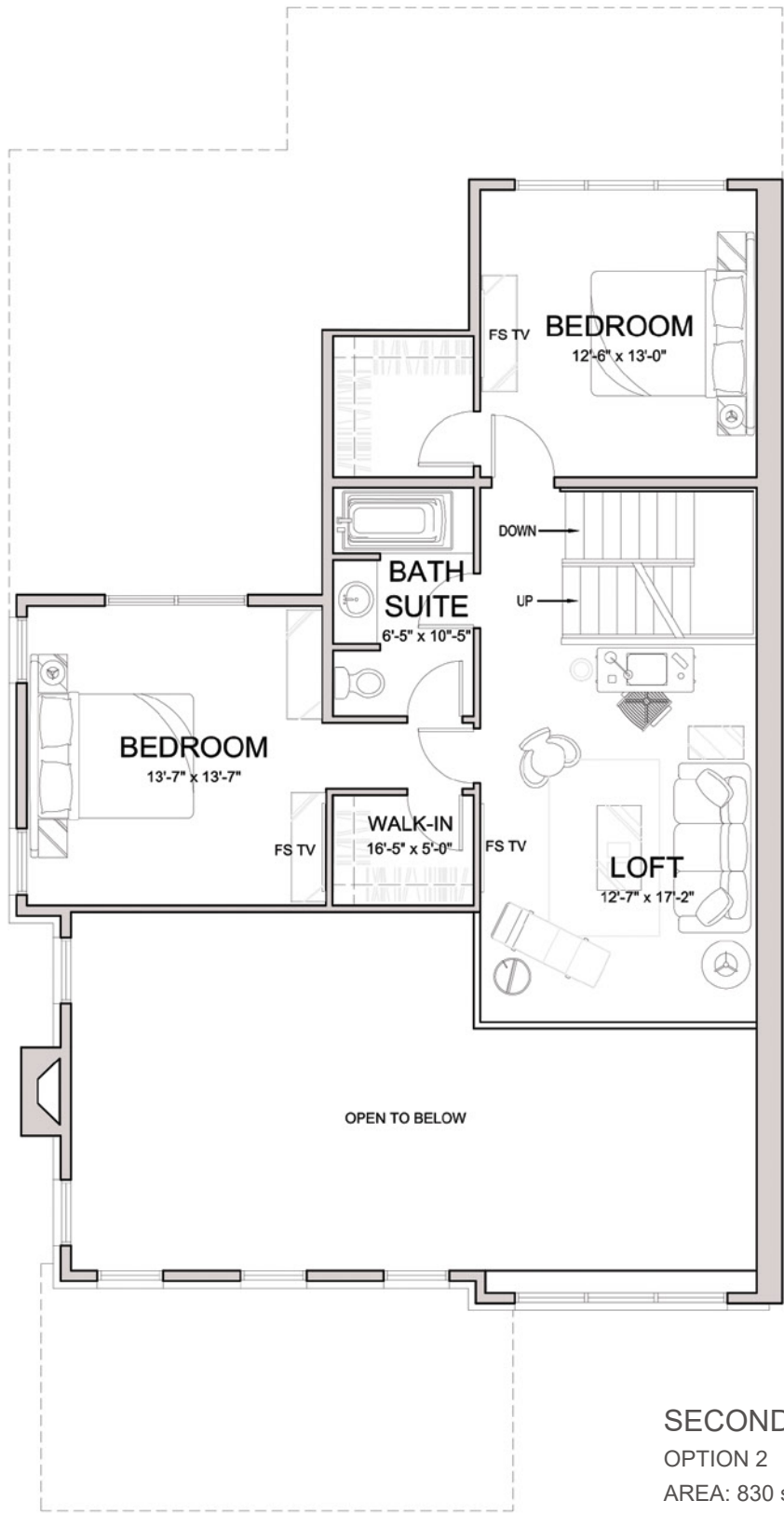
SECOND FLOOR
OPTION 1
AREA: 770 sf
TOTAL AREA: 2,215 sf

SCALE: 1/8" = 1' - 0"

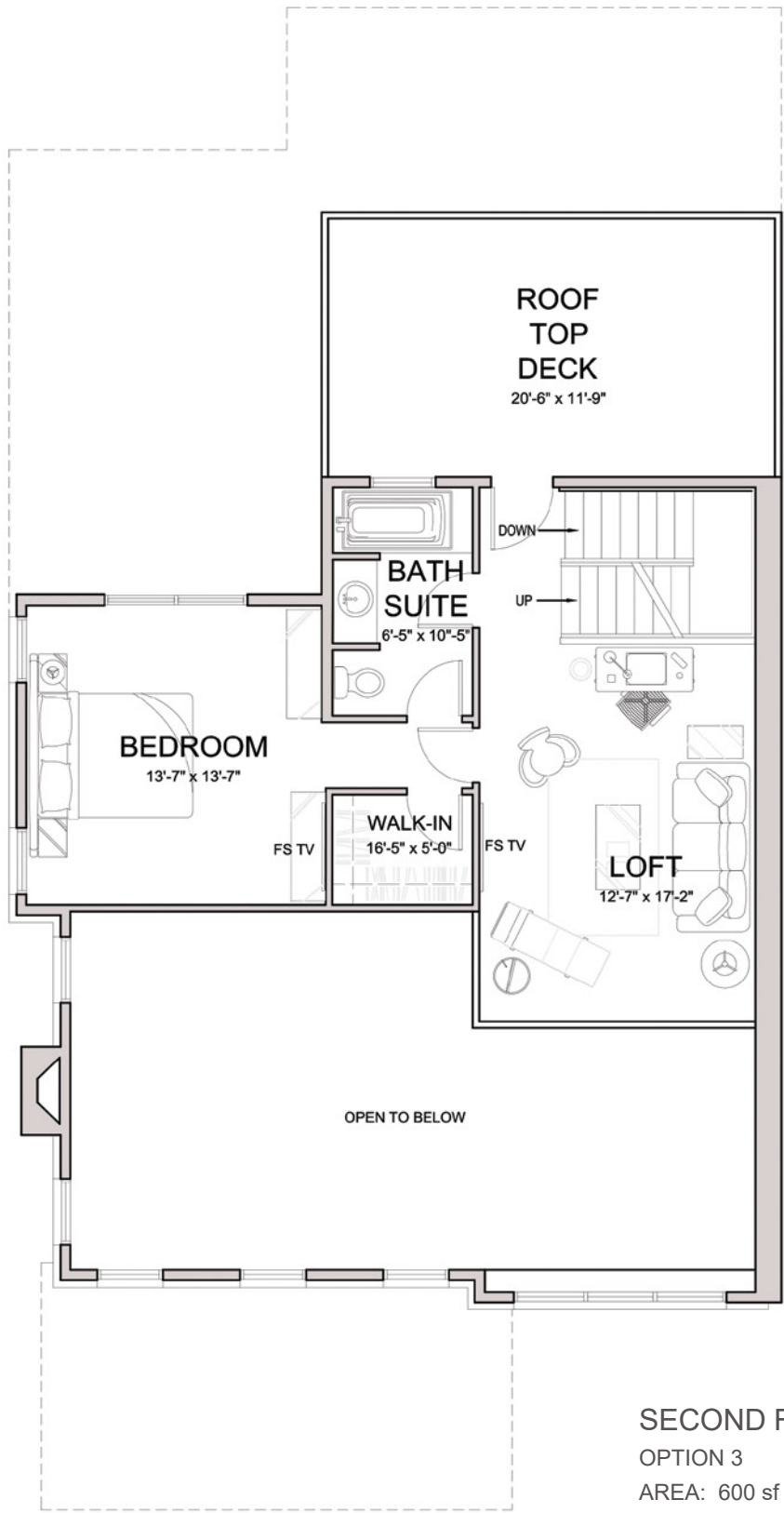
2022.08.09 RDLA21171P

SCIOTO VILLAS | UPPER ARLINGTON | FLOOR PLANS

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SECOND FLOOR
OPTION 2
AREA: 830 sf
TOTAL AREA: 2,275 sf



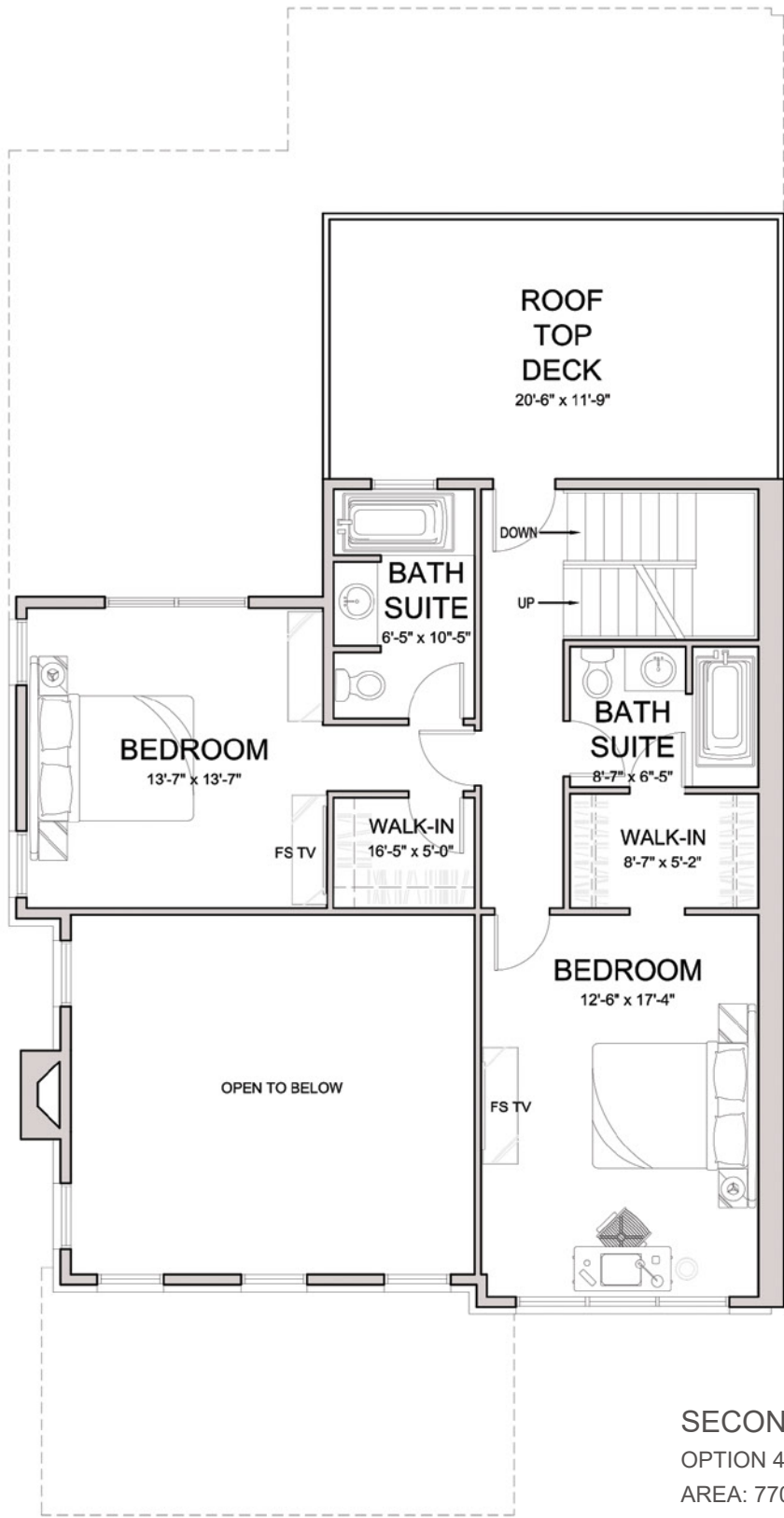
SECOND FLOOR
OPTION 3
AREA: 600 sf
TOTAL AREA: 2,045 sf

SCALE: 1/8" = 1'-0"

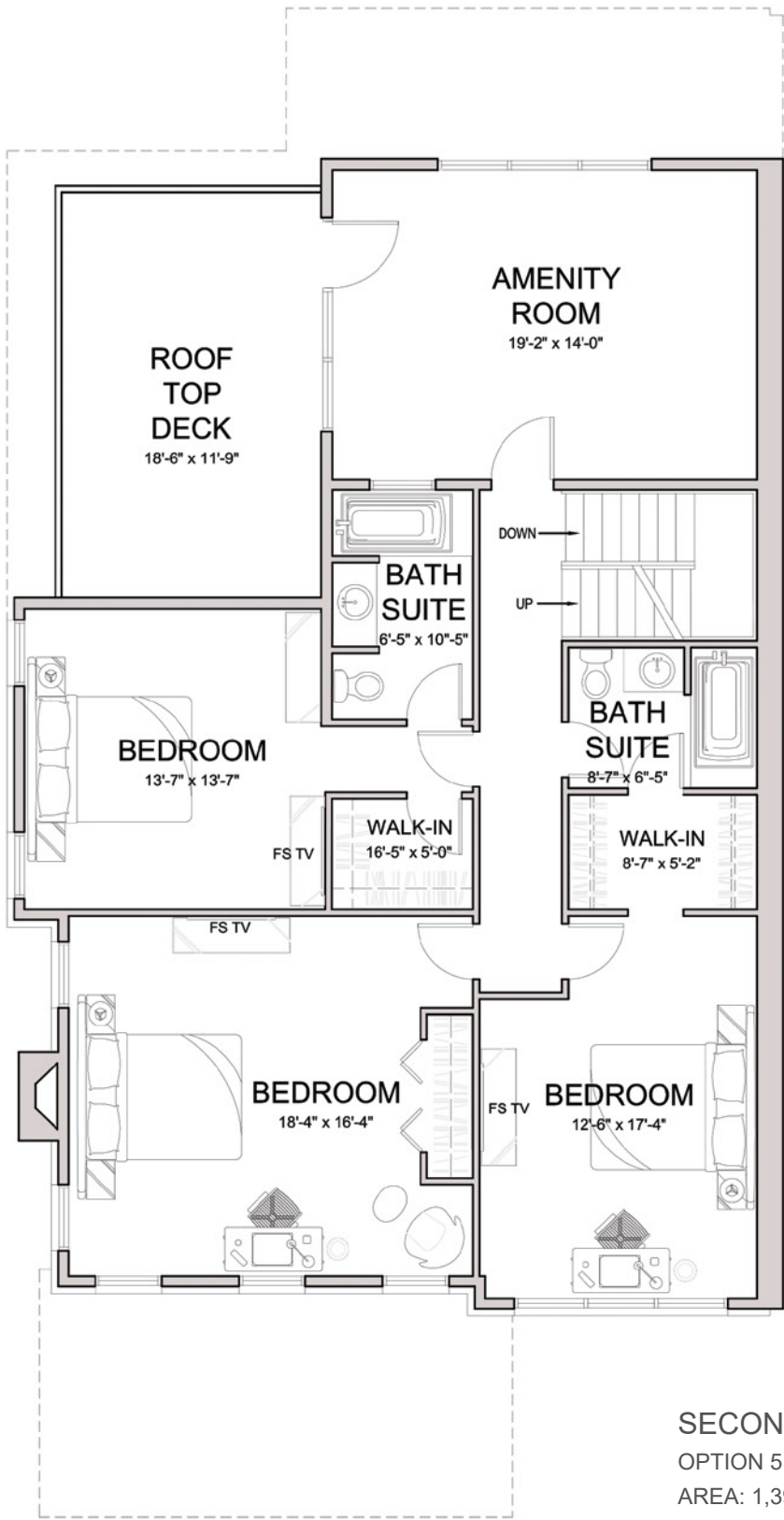
2022.08.09 RDLA21171P

SCIOTO VILLAS | UPPER ARLINGTON | FLOOR PLANS

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SECOND FLOOR
 OPTION 4
 AREA: 770 sf
 TOTAL AREA: 2,215 SF



SECOND FLOOR
 OPTION 5
 AREA: 1,390 sf
 TOTAL AREA: 2,835 sf

SCALE: 1/8" = 1'-0"

2022.08.09 RDLA21171P

SCIOTO VILLAS | UPPER ARLINGTON | FLOOR PLANS

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SCIOTO VILLAS DEVELOPMENT STANDARDS TEXT

Northeast Corner of Fishinger Road and Fairlington Drive

City of Upper Arlington, Ohio

Developer: Moment Development c/o Ohm Patel

Site: Approximately 1.92 +/- acres located at the northeast corner of Fishinger Road and Farlington Drive

Zoning Case #:

Date of Text: Jul 11, 2022

1. Introduction: The Developer is seeking a rezoning of approximately 1.92 +/- acres of land located at the northeast corner of Fishinger Road and Farlington Drive from R-1(b) single family district to RCD, residential community district in order to develop 15 single family condominium units as shown on the proposed site plan (the "Site Plan").

2. Permitted Uses: Only the following uses shall be permitted: Fifteen(15) single family condominium dwellings. Buildings may have attached garages.

3. Development Standards:

A. Density, Lot, and/or Setback Commitments:

1. The maximum number of dwelling units shall be 15.

2. The setbacks shall be as follows:

Building setback from Fishinger Road: 5 feet from right of way.

Parking setback from Fairlington Drive: 10 feet from right of way.

Building setback from Fairlington Drive: 0 feet from right of way.

Parking setback from east property line adjacent to Franklin County Parcel No. 070-007764: 10 feet

Building setback from east property line adjacent to Franklin County Parcel No. 070-007764: 50 feet

Parking setback from north property line adjacent to Franklin County Parcel Nos. 070-007860 and 070-007859: 10 feet

Building setback from north property line adjacent to Franklin County Parcel Nos. 070-007860 and 070-007859: 30 feet

Landscaping, mounding, fencing, irrigation, lighting, signage and lawns shall be permitted in the setback areas. Public sidewalk shall also be permitted in the setbacks along Fishinger Road and Fairlington Drive only.

B. Height:

Height limitations shall vary as set forth below and as depicted on the Site Plan:

1. The dwelling shall be within a 33'0" maximum building height as measured from the grade to peak of roof.

C. Access/Loading/Parking:

1. All circulation, curb cuts, and access points shall be subject to the review and approval of the City Engineer and Fire Department.
2. Parking shall be limited to two (2) vehicle spaces per unit in the garage. No parking shall be permitted in dwelling unit driveways or in drive aisles within the project. Additional short term guest parking shall be provided as identified on the Site Plan.
3. Cross parking shall be permitted.
4. Minimum drive width within the project shall be 22.5 feet

D. Buffering/Landscaping/Open Space/Screening

1. Landscaping of the property shall be in accordance with this text and per the direction and approval of the City Forester.
2. Recommended tree list and sizes will follow table 6-J in the City of Upper Arlington Code of Ordinances. Tree caliper shall be measured 6 inches from ground.
3. Landscaping shall be maintained in a neat condition and dead materials shall be replaced with new landscaping which meets the size requirements contained in this text and the accompanying site plan, within six months or the next planting season.
4. A solid 8' tall wood privacy fence that will step down to 6' and then down to 42" when approaching Fishinger Road and Fairlington Drive and will end 15 feet from the front property line, shall be constructed. This will be constructed on the east and north property lines. The fence will be maintained in a good condition and shall be painted and repaired annually. A condominium association established for the project in accordance with Ohio Revised Code Chapter 5311 will be responsible for the maintenance (the "Condominium Association").

5. A landscape buffer including a mixture of ornamental, shade and evergreen trees shall be installed.

6. Landscaping will be maintained by the Condominium Association.

6. A sidewalk shall be installed adjacent to and in the City's right-of-way along Fairlington Drive and Fishinger Road as shown on the Site Plan.

7. The project shall have a maximum lot coverage of 75% with a minimum of 25% open space.

E. Building Design/Exterior Treatment:

1. All buildings shall be finished with brick, fiber cement siding, glass, metal and any combination thereof. Brick shall be the primary material for front and side elevations. Fiber cement siding or panels shall be the primary material on rear facades and may make up to 100% of said facades.

2. Roof top materials shall consist of thermoplastic polyolefin (TPO) material.

3. Pitched roofs with gabled or hipped ends are permitted. Each unit shall be designed such that if solar panels need to be added retroactively, they could be incorporated based on each individual user's needs.

4. Building designs shall be consistent with the architectural plans submitted to the City and designed by RDL Architects (the "Architectural Plans").

5. Rooftop decks are permitted on dwelling units subject to the following limitations: All lighting must have cut-off fixtures or shades. Spot lights and string lights shall not be permitted. Hot tubs, water features and fire places shall not be permitted. Gas and charcoal grills shall be permitted. The foregoing limitations have been included in the Sample Condominium Declaration to be recorded in the chain of title for the project.

F. Dumpsters/Lighting/Outdoor Display Areas/Other Environmental.

1. Trash storage shall be provided internal to each unit. Exterior locations for pick up shall be raised up from the curb and driving surface and separated from the path of automobile travel and shall be provided within 50'0" from the garage door of each unit. See attached Architectural Plans for locations.

2. All trash containers shall be stored within the residential garages.

3. All external outdoor lighting fixtures to be used shall be from the same or a similar manufacturer's type to ensure aesthetic compatibility. See attached sample cut sheets for color, style and specifications (the "Lighting Designs").

4. Stormwater management detention/retention areas shall be designed in accordance with the requirements of the City Engineer and shall be maintained by the Condominium Association.

G. Maintenance/Owners Association

1. The Condominium Association will have the obligation to maintain and complete all repairs and replacements necessary for all common open space areas, fencing, landscaping, lawns, lighting, irrigation systems, storm water detention, setback areas and drive aisles within the project. A copy of the proposed condominium declaration to be recorded as required by Ohio Revised Code Chapter 5311 is attached (the "Sample Condominium Declaration"). The Sample Condominium Declaration provides for the mandatory assessment of maintenance contributions and provides the Condominium Association with the power and authority to file liens for non-payment.

2. Any lease of a dwelling unit shall be for a minimum of twelve months and shall be subject to approval by the Condominium Association. Short term rental of units for any period of less than twelve months shall be prohibited. The foregoing limitations have been incorporated in the Sample Condominium Declaration to be recorded in the chain of title for the project.

3. Mailboxes will be located in a central location as noted on the Site Plan.

G. Miscellaneous.

1. Variance requests to the standards set forth in this Development Text shall be reviewed and approved by the Board of Zoning & Planning (BZAP).

2. Construction will start along Fishinger Road and then move north up Fairlington Drive. There is no phasing planned but instead construction will continue from the date of commencement until the project is fully complete.

3. The proposed project shall be developed in general conformance with the submitted Site Plan, Architectural Plans, Lighting Designs and Sample Condominium Declaration (collectively the "Plans"). The Plans may be adjusted to reflect engineering, topographical or other site data developed at the time that development and engineering plans are completed. Any adjustment to the Plans shall be reviewed and may be approved by city staff upon submission of the appropriate data regarding the proposed adjustment.

Scioto Villas Condominium Declaration and Bylaws

The undersigned hereby certifies that copies of this Declaration and Bylaws for Scioto Villas Condominium and all drawings and other exhibits thereto were filed with the Auditor of Franklin County, Ohio this ____ day of _____, 2022, as required by § 5311.06(B) of the Ohio Revised Code.

Franklin County Auditor or Deputy County Auditor

This Document Drafted By:

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SCIOTO VILLAS CONDOMINIUM DECLARATION

This is the Declaration of Scioto Villas Condominium made on or as of the ____ day of _____, 2022, pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio.

Recitals

A. [INSERT NAME OF DECLARANT HERE], an [REDACTED] limited liability company, “Declarant”, is the owner in fee simple of all of the real property hereinafter described and the improvements thereon and appurtenances thereto.

B. The Declarant desires to create of this property a site of individually owned units, and commonly owned areas and facilities, and to these ends to submit this property to condominium ownership under the provisions of the Condominium Act.

Definitions

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

1. “**Association**” and “**Scioto Villas Condominium Association**” mean the association established for the Condominium under the Condominium Act. The Association may, but need not be, established as a corporation not-for-profit, by the filing of articles of incorporation with the Secretary of State of Ohio.

2. “**Board**” and “**Board of Directors**” mean those persons who, as a group, serve as the board of Directors of the Association.

3. “**Bylaws**” mean the Bylaws of the Association, as the same may be lawfully amended from time to time, created under and pursuant to the provisions of the condominium law for the Condominium, and which also serve as the code of regulations of the Association under and pursuant to the provisions of Chapter 1702. A true copy of the Bylaws is attached hereto as **Exhibit C** and incorporated herein by this reference.

4. “**Common Elements**” means all of the Condominium Property, except that portion thereof described in this Declaration as constituting a Unit or Units, and is that portion of the Condominium Property constituting “Common Elements” of the Condominium under the provisions of the Condominium Act.

5. “**Condominium**” and “**Scioto Villas Condominium**” mean the condominium regime for the Condominium Property created under and pursuant to the provisions of the Condominium Act.

6. **“Condominium Act”** means the statutory law of the State of Ohio regulating the creation and operations of condominiums and is presently Chapter 5311 of the Revised Code of Ohio.

7. **“Condominium Instruments”** means this Declaration, the Bylaws, the Drawings, the development disclosure statement provided to purchasers pursuant to §5311.26 of the Ohio Revised Code, any contracts pertaining to the management of the Condominium Property and, as provided by the Condominium Act, “any other documents, contracts, or instruments establishing ownership of or exerting control over the Condominium Property or Unit.”

8. **“Condominium Organizational Documents”** means the articles of incorporation, the Bylaws, the Drawings, and this Declaration, as the same may lawfully be amended from time to time.

9. **“Condominium Property”** means the tract of land hereinafter described as being submitted to the Condominium Act, all buildings, structures and improvements situated thereon, and all easements, rights and appurtenances belonging thereto.

10. **“Declarant”** means [REDACTED], an [REDACTED] limited liability company, and its successors and assigns, provided the rights specifically reserved to Declarant under the Condominium Organizational Documents shall accrue only to such successors and assigns as are designated in writing by Declarant as successors and assigns of such rights.

11. **“Declaration”** means this instrument by which the Condominium Property is submitted to the Condominium Act, as this instrument may be lawfully amended from time to time.

12. **“Director”** and **“Directors”** mean that person or those persons serving, at the time pertinent, as a Director or Directors of the Association.

13. **“Drawings”** means the drawings for the Condominium, as defined in the Condominium Act, filed simultaneously with the submission of this Declaration for recording, as the same may be lawfully amended from time to time. The Drawings include the survey plat of the Condominium Property and the architectural drawings of the structures and improvements comprising part of the Condominium Property that are attached hereto as **Exhibit B** and incorporated herein by this reference.

14. **“Eligible Holder of a First Mortgage”** and **“Eligible Holder”** mean the holder, insurer, guarantor or servicer of a valid recorded first mortgage on a Unit, which holder has given written notice to the Association (which request states the name and address of such holder, insurer, guarantor or servicer and the Unit designation or address) requesting notification of any

proposed action that requires the consent of a specified percentage of Eligible Holders of First Mortgages.

15. **“Exclusive Use Area”** means Common Elements, if any, specifically reserved herein for delegation by the Board of Directors to the use of a certain Unit or Units to the exclusion of other Units.

16. **“Limited Common Elements”** means those Common Elements serving exclusively one Unit or more than one but less than all Units, the enjoyment, benefit or use of which are reserved to the lawful occupants of that Unit or Units either in this Declaration, or by the Board, and is that portion of the Condominium Property constituting “Limited Common Elements” of the Condominium under the provisions of the Condominium Act.

17. **“Occupant”** means a person lawfully residing in a Unit, regardless of whether that person is a Unit Owner.

18. **“Person”** means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

19. **“Unit”** and **“Units”** mean that portion or portions of the Condominium Property described as a “unit” or “units” in this Declaration, and is that portion of the Condominium constituting a “unit” or “units” of the Condominium under the provisions of the Condominium Act.

20. **“Unit Owner”** and **“Unit Owners”** mean that person or those persons owning a fee-simple interest in a Unit or Units, each of whom is also a “member” of the Association.

The Plan

NOW, THEREFORE, Declarant hereby makes and establishes the following plan for condominium ownership of this property under and pursuant to the Condominium Act:

ARTICLE I

THE LAND

A description of the land, appurtenant rights and real property interests constituting a part of the Condominium Property, located in the Franklin County, Ohio, is attached hereto as **Exhibit A** and incorporated herein by this reference.

ARTICLE II

NAME

The name by which the Condominium shall be known is “Scioto Villas Condominium.”

ARTICLE III

PURPOSES; RESTRICTIONS

Section 1. **Purposes.** This Declaration is being made to establish separate individual parcels from the Condominium Property, to which fee-simple interests may be conveyed; to establish a Unit Owners’ Association to administer the Condominium; to provide for the preservation of the values of Units and the Common Elements; to provide for and promote the benefit, enjoyment and well being of Unit Owners and Occupants; to administer and enforce the covenants, easements, charges and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

Section 2. **Restrictions.** The Condominium Property shall be subject to the following restrictions in addition to any rules and regulations adopted by the Board from time to time:

(a) **Unit Uses** . Except as otherwise specifically provided in this Declaration, no Unit shall be used for any purpose other than that of a residence and purposes customarily incidental thereto. Notwithstanding the foregoing: (i) professional and quasi-professional Occupants may use a Unit as an auxiliary or secondary facility to an office established elsewhere; (ii) an Occupant maintaining a personal or professional library, keeping personal business or professional records or accounts, or conducting personal business or professional telephone calls or correspondence, in or from a Unit, is engaging in a use expressly declared customarily incidental to principal residential use and is not in violation of these restrictions; (iii) it shall be permissible for the Declarant to maintain, during the period of its sale of Units, one or more Units as sales models and offices and/or for storage and maintenance purposes; and (iv) one or more Units may be maintained for the use of the Association in fulfilling its responsibilities.

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

from time to time be adopted by the Board, which shall, among other things, regulate open fires and prohibit temporary buildings or structures.

(c) **Limited Common Elements Uses** . Except as specifically provided otherwise herein, those portions of the Common Elements described herein and/or shown on the Drawings as Limited Common Elements, if any, shall be used and possessed exclusively by the Unit Owners and/or Occupants of the Unit or Units served by the same, subject to the restrictions on use of Common Elements and Limited Common Elements set forth in this Declaration and such rules and regulations as may from time to time be promulgated by the Board, which shall, among other things, regulate open fires and prohibit temporary buildings or structures.

(d) **Exclusive Use Areas Uses.** In the event that any Exclusive Use Area is designated by the Board of Directors for the exclusive use of one or more Units, then such Exclusive Use Areas shall be used and possessed exclusively by the Unit Owners and Occupants of the Unit or Units to which such area is designated, until such designation is changed by the Board, in accordance with the purpose for which such Exclusive Use Area is intended, and subject to such rules and regulations as may from time to time be promulgated by the Board including, without limitation, the charging of a fee, one-time or periodic, for such designation, and the right to terminate such designation.

(e) **Visible Areas** . Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except inoffensive drapes, blinds or curtains or other window treatment) or placed on the outside walls of a building or otherwise outside of a Unit, or any part thereof, and no sign (except those of the Declarant), awning, canopy, shutter or (to the extent that such limitation is not prohibited by law) television or citizens' band or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon the exterior walls or roof or any part thereof, or in or on a patio, balcony, terrace or garden area unless authorized by the Board, and subject to such rules and regulations as the Board may adopt from time to time. The Board may designate locations for antennae and satellite dishes, and may require coverings for such devices, to the extent not prohibited by law. In this regard, see subparagraph (p) below.

Notwithstanding the foregoing, the following shall apply to rooftop decks: All lighting on rooftop decks must have cut-off fixtures or shades. Spot lights and string lights shall not be permitted. Televisions shall not be permitted. Amplified music that is plainly audible at the Condominium property lines shall not be permitted. Hot tubs, water features and fire places shall not be permitted. Gas and charcoal grills shall be permitted.

(f) **Nuisances** . No noxious or offensive activity shall be carried on in any Unit, or upon the Common Elements, nor shall either be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Occupant. The Board may,

if it determines that an owner has allowed the Limited Common Elements appurtenant to a Unit to become unsightly, come on the Limited Common Elements to clean debris and maintain any landscaping, and charge the owner the cost thereof (plus any other fees and penalties assessed pursuant to the rules and regulations of the Board in connection therewith), which shall become a special individual unit assessment against such Unit.

(g) **Vehicles** . The Board may promulgate regulations restricting the parking of automobiles, inoperable vehicles, trucks, boats and recreational vehicles on the Common Elements, (including, without limitation, Limited Common Elements), and may enforce such regulations or restrictions by levying fines or enforcement charges, having such vehicles towed away, or taking such other actions as it, in its sole discretion, deems appropriate. No overnight parking shall be permitted in Unit driveways or on drive aisles within the Condominium.

(h) **Renting and Leasing** . No Unit or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental for any period less than thirty (30) days; (ii) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire Unit. Any lease agreement executed after the submission of a Unit to the Condominium shall be in writing, shall provide for a minimum initial lease term of twelve (12) months, shall provide that the tenant shall be subject in all respects to the provisions hereof and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium Organizational Documents and the Association's rules and regulations shall be a default under the lease. Copies of each lease shall be provided to the Board upon execution and shall be subject to Board approval, which approval shall be granted as long as said lease complies with the terms set forth herein. Whether or not such provisions are included in a lease of a Unit, any tenancy of a Unit shall be subject to termination for a violation by the Occupants of any covenant, condition and restriction contained in this Declaration, or the Bylaws of the Association, or the rules and regulations of the Association, all as lawfully amended from time to time. All such tenancies shall be subject to termination by legal proceedings in eviction brought by the Association pursuant to Ohio Revised Code Chapters 5321 and 1923, as agent for the and in the name of the Unit Owner, for any such violation, provided that the Association give the Unit Owner at least ten (10) days written notice of its intent to bring such an eviction proceeding. The costs of any eviction action brought by the Association, including reasonable attorney's fees, shall be a special individual unit assessment against the Unit, enforceable in the same manner as all other assessments.

In the event the Board passes any rules and/or regulations to, or unilaterally amends the Declaration to, limit the number or percentage of Units which may be occupied by

tenants at any given time, such rules, regulations and/or amendments shall not apply to any of the following:

(A) Any Unit while owned by Declarant; or

(B) Any Unit while owned by an institutional holder, guarantor, or insurer of a first mortgage loan upon such Unit, or any entity related to such holder, guarantor or insurer, where such holder, guarantor, insurer or related party has taken title to the Unit pursuant to foreclosure or deed or assignment in lieu of foreclosure.

(i) **Signs** . Except to the extent otherwise provided by applicable law, no sign of any kind shall be displayed to the public view on the Condominium Property except: (i) on the Common Elements, signs regarding and regulating the use of the Common Elements, provided they are approved by the Board; (ii) on the interior side of the window of a Unit, one professionally prepared sign advertising the Unit for sale or rent; (iii) on the Common Elements and model Units, signs advertising the sale of Units by the Declarant during the initial sales/rental period, which shall continue until all Units have been sold to parties unrelated to the Declarant; and (iv) such other signs and in such other locations as may be approved by the Board from time to time.

(j) **Replacements**. Any building erected to replace an existing building containing Units shall be of new construction, be of comparable size, design and construction to that replaced, and shall contain a like number of Units of comparable size to the Units in the building replaced.

(k) **Structural/Weather-Tight Integrity** . Nothing shall be done in any Unit, or in, on or to the Common Elements, which may impair the structural and/or weather-tight integrity of any improvement, and the Board shall have the right to regulate and/or prohibit the installation and/or storage on balconies of hot tubs or other fixtures, equipment or personal property of significant weight.

(l) **Building on Easements** . Within the easements for the installation and maintenance of utilities and drainage facilities no structure, planting or other material (except such as exist at the time of this Declaration) shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utility lines or which may change the direction of the flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easement areas. The utility facilities within the easement areas shall be subject to the right of the Association to maintain the same, and its right to delegate that right to a public authority or utility.

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

(n) **Conveyances** . Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof. The undivided interest of a Unit in the Common Elements shall be deemed to be conveyed or encumbered with the Unit even though that interest is not expressly mentioned or described in the deed, mortgage or other instrument of conveyance or encumbrance.

The right of a Unit Owner to sell, transfer or otherwise convey that owner's Unit is not subject to any right of first refusal or similar restriction, and any Unit Owner may transfer that owner's Unit free of any limitations on transfer, subject, however, to matters within the chain of title to the Unit. To enable the Association to maintain accurate records of the names and addresses of Unit Owners, each Unit Owner is required, at the following times, to provide the Association (by delivery to the office of the Association or to any member of the Board) written notice of the name, home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all Occupants of the Unit and the name, business address and business telephone number of any person who manages the Owner's Unit as an agent of that Owner:

- (i) within thirty (30) days after the Unit Owner accepts delivery of a deed to a Unit;
- (ii) within thirty (30) days after a change in any of the above-described information; and
- (iii) at any time that the Board requests verification or updating of the above-described information.

Each Unit Owner shall provide to a purchaser of that owner's Unit a copy of the Condominium Organizational Documents and all effective rules and regulations in such Owner's possession.

(o) **Discrimination** . No action shall at any time be taken by the Association or its Board which in any manner would discriminate against any Unit Owner in favor of another.

(p) **Architectural Control** . Except for improvements constructed by the Declarant, or as specifically permitted herein, no building, fence, wall, sign or other structure shall be commenced, erected or maintained upon the Condominium Property, or any part thereof, nor shall any exterior addition to or change or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Board or its designated representative, as to lawfulness and appropriateness, and as to harmony of external design, color and location in relation to surrounding structures and topography. In the event the Board, or its designated representative, fails to approve or disapprove such plans and specifications within sixty (60) days after they have been submitted to it, such plans and specifications shall be deemed to have been disapproved. The Board may condition such approval upon the requesting Unit Owner's agreement to maintain the same, and such agreement shall be binding upon the Unit Owner and the Unit Owners successors in ownership of the Unit, notwithstanding any provision of the Condominium Organizational Documents to the contrary.

(q) **Arbitration** . In the event of any dispute between Unit Owners as to the application of these restrictions or any rule or regulation promulgated by the Board, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing thereon within sixty (60) days thereafter, and give written notice to each party thereof no less than three days in advance. The Board shall thereupon hear such evidence on the dispute as the Board deems proper and render a written decision on the matter to each party within thirty (30) days thereafter. No action at law may be instituted by either party to such a dispute unless arbitration pursuant hereto has first been had.

(r) **Occupancy By Sexual Offenders Prohibited** . No Unit, or any portion thereof, nor any portion of the Common Elements, may be occupied for any purpose or for any period of time by any person who is adjudicated, classified, labeled or otherwise designated a "sexual predator" (or any replacement or substitute term or variation therefore resulting from any amendment to applicable sections of the Ohio Revised Code) under applicable sections of the Ohio Revised Code, as amended from time to time or an "habitual sex offender" (or any replacement or substitute term or variation therefore resulting from any amendment to applicable sections of the Ohio Revised Code)

under applicable sections of the Ohio Revised Code, and/or required by applicable laws (within the state or Ohio or any other state) to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction; provided, however, that the foregoing prohibition is not intended to, nor shall it be interpreted to, create a duty on behalf of the Declarant or any Unit Owner or Occupant to inquire about, or take any affirmative action to determine, the status of any tenant, Occupant, guest, invitee or contractor as a “sexual predator”, “habitual sex offender”, or any other designated individual who must register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction. Any occupancy of any portion of a Unit or the Common Elements by any person whose occupancy is prohibited by the terms of this subsection shall constitute a noxious and/or offensive activity for the purposes of subsection (f) of this Section. Any violation of this restriction shall subject the Unit Owner and/or any Occupant of the Unit to any and all remedies provided for by law as well as this Declaration.

(s) **Title Matters.** Title to the Units shall be subject to all title matters reflected in the public records as of the date of recording of this Declaration, unless any such matter is released in a writing filed within the appropriate public record.

ARTICLE IV

IMPROVEMENT DESCRIPTIONS

There are Twenty-Two (22) Units as part of the Condominium. The Condominium includes nine (9) buildings. The Units are located as shown on the Drawings, and have direct access to a publicly dedicated right-of-way or to the Common Elements which have direct access to a publicly dedicated right-of-way.

ARTICLE V

UNITS

Section 1. Unit Designations. Units are designated on the Drawings by the numerical portion of the Unit’s street address. Attached hereto as **Exhibit D** and incorporated herein is a table which sets forth: each Unit number; the approximate gross interior area in square feet of each Unit (computed on a gross basis measured from the interior face of framing of exterior walls to the center line of common demising walls, including garage areas and Limited Common

Element balconies, if any); and each Unit's percentage interest in the Common Elements that will be allocated to each Unit, which shall be allocated based upon each Unit's relative par value (where necessary, one or more Units has been assigned a slightly higher or lower percentage interest so that the sum of all percentage interests equals exactly 100.00%).

Section 2. Composition of Units.

(a) **Unit Composition.** Each Unit consists of the space in the building designated by that Unit's designation on the Drawings that is bounded by the interior surfaces of the most interior structural members of the Unit's perimeter walls, floors and ceilings, all projected, if necessary by reason of structural divisions such as interior walls and partitions, to constitute a complete enclosure of space. Without limiting the generality of the foregoing, each Unit shall include:

(i) the decorated surfaces, including paint, lacquer, varnish, wallpaper, tile, carpet, hardwood, and other finishing material applied to floors, ceilings, and interior and perimeter walls and carpets, and the drywall, paneling and other finishing material attached to the perimeter walls;

(ii) all windows, screens and doors, including storm doors and windows, if any, and including the frames, sashes and jambs and the space occupied thereby, and the hardware therefor;

(iii) all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposal units, refrigerators, stoves and hoods, furnaces and air-conditioning units, and components thereof, if any, (even if located outside of the bounds of the Unit), serving only that Unit;

(iv) all control knobs, switches, thermostats and electrical outlets and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein, together with the space occupied thereby;

(v) all interior walls that are not necessary for support of the structure, and all components thereof and all space encompassed thereby with the exception of space inside those walls which are occupied by facilities which serve any other Unit including, without limitation, plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits;

(vi) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts or conduits which serve either the Unit or the fixtures located therein, and which are located within the bounds of the Unit, or within the exterior walls of that Unit; and

(vii) the area inside any garage that is part of the Unit;

excluding therefrom, however, all of the following items whether or not located within the bounds of that Unit:

(x) any structural element of the building; and

(xx) all plumbing, electric, heating, cooling and other utility or service lines, pipes, sump pumps and accessories thereto, wires, ducts and conduits which serve any other Unit.

(b) **Unit Sizes; Locations and Components**. The approximate gross sizes of the Units are set forth in **Exhibit D**. The locations of the Units are set forth on the Drawings. The Declarant reserves the right to modify interior features.

ARTICLE VI

COMMON AND LIMITED COMMON ELEMENTS

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

Except as otherwise set forth herein (including, without limitation, for easements and rights for maintaining sales and marketing facilities, for repairing and completing improvements in the Condominium, and in its capacity as a Unit owner of unsold Units), the Declarant shall not retain any interest in, or have any other right to, any portion of the Common Elements.

Section 2. Limited Common Elements - Description. Those portions of the Common Elements that are labeled or designated “LCE” or “Limited Common Elements” on the Drawings, are Limited Common Elements. In the case of each Unit, the Limited Common Elements appurtenant to that Unit consist of the following, whether or not they are labeled as such on the Drawings: porches, patios, balconies and/or terraces, walkways and drive areas depicted on the Drawings which shall be Limited Common Elements to the Unit(s) for which such porch, patio, balcony and/or terrace, walkway or drive area is designed to serve exclusively. All such Limited Common Elements are reserved for the exclusive use of the owners and Occupants of the Unit(s) directly served by the same.

Section 3. **Undivided Interest.** The undivided interest in the Common Elements of each Unit is shown on **Exhibit D**, and is based upon each Unit's relative par value, which is also reflected on **Exhibit D**. The Common Elements shall be owned by the Unit Owners as tenants in common, and the ownership thereof shall remain undivided. No Unit Owner may waive or release any rights in the Common Elements. Further, the undivided interest in the Common Elements of a Unit shall not be separated from the Unit to which it appertains. Any attempted conveyance, encumbrance, judicial sale or other transfer of a Unit Owner's fee interest in Common Elements will be void unless the Unit to which such interest is allocated is also transferred.

ARTICLE VII

UNIT OWNERS' ASSOCIATION

Section 1. **Establishment of Association.** The Association shall be established upon the filing of this Declaration in the office of the Franklin County Recorder. Until the Association is established, the Declarant shall act in the name of and as agent for the Association and/or the Unit Owners in all instances in which action of the Association or its officers is authorized or required by law or the Declaration.

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

Section 3. **Voting Rights.** Each Unit Owner shall be entitled to one (1) vote for each Unit owned in fee simple, and a proportionate part of a vote for ownership of an undivided fee-simple interest in a Unit, provided, that unless timely challenged by an owner of a fee simple interest in a Unit, any owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit.

Section 4. **Board of Directors.** The Board initially shall be those three (3) persons as may from time to time be appointed by Declarant. No later than sixty (60) days after Units to which 25% of the undivided interests in the Common Elements appertain have been sold and conveyed by the Declarant, the Unit Owners shall meet and a new Board will be elected with the Unit Owners other than Declarant having the right to elect one (1) of the three (3) new Directors and the Declarant retaining the right to appoint the remaining two (2) Directors. These three (3) Directors shall serve until the meeting described in the next paragraph.

Within sixty (60) days after the earlier of (a) three (3) years from the date of the establishment of the Association, and (b) the sale and conveyance, to purchasers in good faith and for value, of Units to which 75% of the undivided interests in the Common Elements appertain, the Association shall meet and at that meeting, a new Board will be elected (at which time control of the Association shall be considered to be “turned over to the Unit Owners”) and all Unit Owners, including the Declarant, shall elect the three (3) new Directors. The persons so elected shall take office at the end of the meeting during which they are elected and shall, as soon as reasonably possible, appoint officers. The terms of the three (3) Directors shall be staggered so that the terms of at least one-third (1/3) of the Directors will expire and successors be elected at each annual meeting of the Association. (By way of example, at this meeting one Director could be given a one-year term, one Director a two-year term, and one Director a three-year term). From and after control of the Association has been turned over to the Unit Owners, successors to the Directors whose terms then expire shall be elected at each annual meeting of the Association to serve three-year terms.

Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Directors or to vote in an election of Directors. Furthermore, the Declarant shall have the right and option to “turn over” the Association to the Unit Owners at any time.

Section 5. Authority. The Board shall have all authority to manage, maintain, repair, replace, alter and improve the Common Elements and assess and collect funds for the payment thereof, and do all things, and exercise all rights provided by the Condominium Organizational Documents, or the Condominium Act, that are not specifically reserved to Unit Owners, including, without limitation:

- (a) Hire and fire managing agents, attorneys, accountants, and other independent contractors and employees that the board determines are necessary or desirable in the management of the Condominium Property and the Association;
- (b) Commence, defend, intervene in, settle, or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Condominium Property, or that involves two or more Unit Owners and relates to matters affecting the Condominium Property;
- (c) Enter into contracts and incur liabilities relating to the operation of the Condominium Property;
- (d) Regulate the use, maintenance, repair, replacement, modification, and appearance of the Condominium Property;
- (e) Adopt rules that regulate (i) the use or occupancy of Units, (ii) the use or occupancy of Exclusive Use Areas, and (iii) the maintenance, repair, replacement,

modification, and appearance of Units, Common Elements, and Limited Common Elements when the actions regulated by those rules affect Common Elements or other Units;

(f) Cause additional improvements to be made as part of the Common Elements;

(g) Purchase, encumber, and convey Units, and, subject to the requirements of Section 5311.04(H) of the Condominium Act, acquire an interest in other real property and encumber or convey that interest. All expenses incurred in connection with the acquisition, encumbrance, use, and operation of that interest are common expenses.

(h) Acquire, encumber, and convey or otherwise transfer personal property;

(i) Hold in the name of the unit owners association the real property and personal property acquired pursuant to subsections (g) and (h) of this section;

(j) Grant easements, leases, licenses, and concessions through or over the Common Elements;

(k) Impose and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Unit Owners;

(l) Impose interest and late charges for the late payment of assessments and impose returned check charges;

(m) Promulgate and, subject to section 6 of this Article VII, impose reasonable enforcement assessments for violations of the Declaration, the Bylaws, and the rules of the Association, and reasonable charges for damage to the Common Elements or other property;

(n) Adopt and amend rules that regulate the collection of delinquent assessments and the application of payments of delinquent assessments;

(o) Impose reasonable charges for preparing, recording, or copying amendments to the declaration, resale certificates, or statements of unpaid assessments;

(p) Enter a Unit for bona fide purposes when conditions exist that involve an imminent risk of damage or harm to Common Elements, another Unit, or to the health or safety of the occupants of that Unit or another Unit;

(q) To borrow funds, as needed, and pledge such security and rights of the Association as may be necessary or desirable to obtain any such loan including, without

limitation, the pledge or assignment of the Association's right to future income and the Association's right to levy assessments upon the members;

(r) If a Unit Owner is more than thirty (30) days delinquent in the payment of assessments, (i) suspend the Unit Owner's and the Unit's Occupant's (A) voting privileges, and/or (B) use of recreational facilities, and/or (ii) suspend or terminate the designation for exclusive use of Exclusive Use Areas assigned to the respective Unit;

(s) Purchase insurance and fidelity bonds required by this Declaration, the Bylaws, or by Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium, or such other insurance and fidelity bonds as the directors consider appropriate or necessary;

(t) Invest excess funds in investments that meet standards for fiduciary investments under Ohio law;

(u) Exercise powers that are:

(i) Conferred by this Declaration or the Bylaws, or the law of the State of Ohio;

(ii) Necessary to incorporate or reincorporate the Association as an Ohio not-for-profit corporation;

(iii) Permitted to be exercised in Ohio by a not-for-profit corporation;

(iv) Necessary and proper for the government and operation of the Association.

Section 6. Procedures for Enforcement of Violations.

(a) **Notice** . Prior to imposing charges for damages to the Common Elements or other property, or assessments for the enforcement of violations of the provisions of the Declaration, Bylaws or rules and regulations of the Association, the Board shall give the Owners of the Unit written notice containing:

(i) a description of the property damaged or the violation;

(ii) The amount of the proposed charge or assessment;

(iii) A statement that the Unit Owner has a right to a hearing before the Board to contest the proposed charge or assessment;

(iv) A statement setting forth the procedures to request a hearing pursuant to subsection 6(b) of this Article; and

(v) A reasonable date by which the Unit Owners must cure the violation to avoid the proposed charge or assessment.

(b) **Hearing** . A Unit Owner may request a hearing by delivering written notice of such request no later than the tenth (10th) day after receiving the notice provided in Subsection 6(a) of this Article. If the Unit Owners fail to make a timely request for a hearing, the right to such hearing shall be considered waived, and the Board may immediately impose the charge for damages or enforcement assessment referenced in the notice provided in Subsection 6(a) of this Article, or may allow a reasonable time to cure the violation before imposing a charge or assessment. If a Unit Owner requests a hearing, the Board shall not levy the charge or assessment before holding a hearing, and will, at least seven days prior to the hearing, provide the Unit Owners with a written notice of the date, time and location of the hearing. Within thirty (30) days following a hearing at which the Board imposes a charge or assessment, the Board shall deliver a written notice of the charge or assessment to the Unit Owners.

(c) **Manner of Notice** . Any notice required under this Section to be served:

(i) upon the Unit Owners shall be delivered personally to the Owners or Occupants at the Unit, or mailed (by certified mail, return receipt requested) to the Owners at the address of the Unit, provided that if the Owners have provided the Association with an alternate address, all such notices shall be mailed (by certified mail, return receipt requested) to the Owners at such alternative address.

(ii) upon the Association shall be delivered personally to any officer of the Association or to any on-site representative of any professional management company hired by the Association; or mailed (by certified mail, return receipt requested) to any officer of the Association or to the management company hired by the Association.

Section 7. **Delegation of Authority; Professional Management.** The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense, provided, however, that any agreement for professional management: shall be terminable by the Association for cause on thirty (30) days written notice; shall be terminable by either party, without penalty, on ninety (90) days written notice; shall not exceed one year unless renewed by agreement of the parties for successive one-year periods; and shall be bona fide and commercially reasonable at the time entered into under

the circumstances then prevailing. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant, as defined by an institutional first mortgagee or agency or organization which purchases or insures first mortgages, for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts for the providing of management, maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit Owners at the time entered into under the circumstances then prevailing and are terminable by the Association, without cause and without penalty, on ninety (90) days written notice, provided that any management contract entered into prior to the meeting at which control of the Association has been turned over to the Unit Owners (as provided in Section 4 of Article VII of this Declaration) may be terminated by the Board, without cause and without penalty, at any time after control of the Association has been turned over to the Unit Owners on ninety (90) days written notice.

The decision by the Board not to have professional management, or to terminate professional management and assume self-management, shall not be made without the consent of Eligible Holders of First Mortgages on Units to which at least fifty-one percent (51%) of votes of Units subject to such mortgages appertain and the prior written consent of Unit Owners entitled to exercise not less than 67% of the voting power of Unit Owners (including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant). Eligible Holders of First Mortgages on at least 51% of units subject to such mortgages held by Eligible Holders, may require the Association to employ professional management. Eligible Holders of First Mortgages on at least 51% of units subject to such mortgages held by Eligible Holders, may require the Association to perform and supply an audit of the Association's financial records.

ARTICLE VIII

AGENT FOR SERVICE

The name of the person to receive service of process for the Association, and that person's residence or place of business, is:

[INSERT NAME AND ADDRESS HERE]

ARTICLE IX

MAINTENANCE AND REPAIR

Section 1. **Association Responsibility.** To the extent that the Board, in the exercise of its duty to use ordinary care and prudence in the management of the property and financial

affairs of the Condominium, allocates funds therefor, the Association shall maintain and repair the Common Elements, including and not limited to utility facilities serving more than one Unit, utility lines in the Common Elements, streets, drive aisles, driveways, fences, lawns, shrubs, trees, landscaping, walkways, driveways and all buildings which are a part of the Common Elements, and, provided, however, that the Association shall not be required to provide cleaning or housekeeping with respect to Limited Common Elements. The Declarant hereby assigns to the Association all warranties received by the Declarant with regard to Common Elements, that exceed the time periods for the Declarant's warranty under §5311.25(E)(1) and (2) of the Ohio Revised Code.

The Association has or will enter into a contract to maintain the lawn, landscaping, trees, and shrubs on Franklin County Parcel No. 070-007764 for a fee to be paid to the Association. The Association may also enter into a contract with the City of Upper Arlington to maintain certain open space within the Condominium or on Franklin County Parcel No. 070-007764 that will be donated to the City of Upper Arlington for a park. The Condominium Association may also enter into contracts with neighboring property owners to blow or rake leaves at no cost to the neighboring property owners. Maintenance of these areas will be on the same schedule as maintenance of the Condominium Common Elements.

Section 2. Individual Responsibility. Each Unit Owner shall repair and maintain the Unit or Units, and all components thereof, owned by that Unit Owner, and provide cleaning and housekeeping with respect to the Limited Common Elements appurtenant to that Owner's Unit. Without limiting the generality of the foregoing, this repair and maintenance responsibility shall include repair and maintenance of all windows, screens and doors, including the frames, sashes and jambs, and the hardware therefor; maintaining in good condition all landscaping installed by the Unit Owners in the Limited Common Elements; cleaning and housekeeping of the interior of the Limited Common Elements and any improvements therein; and maintaining a sufficient temperature within the Unit to prevent water pipes therein from freezing and bursting. In the event a Unit Owner shall fail to make any such repair, perform such maintenance or heat the Unit, or in the event the need for maintenance or repair of any part of the Common Elements or Limited Common Elements is caused by the negligent or intentional act of any Unit Owner or Occupant, or is as a result of the failure of any Unit Owner or his, her or its predecessors in title to timely pursue to conclusion a claim under any warranty, express, implied, or imposed by law, then in any such event, the Association may perform such repair or maintenance, or cause necessary heat to be provided to the Unit, and, to the extent that the cost is not covered by insurance proceeds collected by the Association, if any, the costs not recovered by the Association shall constitute a special individual Unit assessment, as hereinafter defined, on the Unit owned by such Unit Owner. The determination that such maintenance, repair or heating is necessary, or has been so caused, shall be made by the Board. Notwithstanding anything in this Declaration to the contrary, and except in the event of an emergency, the Association shall not have the right to perform any necessary maintenance and/or to make any necessary repairs, replacements, improvements or additions in or to a Unit which is otherwise the responsibility hereunder of the Unit Owner unless

the Unit Owner fails to complete the same following at least ten (10) day's written notice from the Association of the need to do so. Failure to maintain sufficient heat within the Unit to prevent the freezing and bursting of water pipes therein is hereby declared to be, and deemed to constitute, an emergency.

ARTICLE X

UTILITY SERVICES

Each Unit Owner by acceptance of a deed to a Unit agrees to pay for utility services separately metered or sub-metered or separately charged by the utility company or the Association to that Unit. The Association shall have the right and authority to sub-meter master-metered utilities, and to enter into contracts for the installation and/or operation and/or monitoring of such sub-meters. In the event that the Association elects to sub-meter any master-metered utility, then the Association shall have the right to periodically issue, or have its contractor issue, invoices to each Unit Owner to pay (either by payment to the Association, to the contractor handling the sub-metering, or directly to the utility provider) for that portion of the cost of the relevant master-metered utility which is attributable to the relevant Unit for the period of time covered by the invoice as evidenced by the sub-meter. The charges set forth in invoices issued to Unit Owners for sub-metered utilities shall constitute a special individual unit assessment under Section 3(C) of Article XV of this Declaration effective as of the date of the relevant invoice. All other utility costs shall be common expenses and paid by the Association.

ARTICLE XI

INSURANCE; LOSSES BONDS

Section 1. **Fire and Extended Coverage Insurance.** The Board shall have the authority to and shall obtain insurance for all Common Elements (including Limited Common Elements) and common property of the Association against loss or damage by fire, lightning and other such hazards as are ordinarily insured against under the standard Special Extended Coverage form (aka special coverage form) (or equivalent form covering perils customarily covered for similar types of projects, including, if available, those covered by the standard "all risk" endorsement, and if not available, those covered by the "broad form"), in amounts at all times sufficient to prevent the Unit Owners from becoming co-insurers under the terms of any applicable co-insurance clause or provision and not less than one hundred percent (100%) of the current replacement cost of such items (exclusive of land, foundations, footings, excavations, and other items normally excluded from coverage), as determined from time to time by the insurer, with guaranteed replacement cost endorsement or replacement cost endorsement, and with a deductible not greater than 5% of the face amount of the policy. This insurance:

(a) shall provide coverage for improvements, alterations, fixtures and equipment located within Units; interior walls, windows and doors and the frames, sashes, jambs and hardware therefor, even though these improvements may be parts of Units; and any other items of personal property for which coverage is required by Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium;

(b) shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, or any designee of the foregoing, and that any assessment under such policy made against others may not become a lien on a unit and its appurtenant interests superior to a first mortgage. The carrier's charter, bylaws or policy may not make loss payments contingent upon action by the carrier's board of directors, policyholders or members, nor may the policy include any limiting clause (other than insurance conditions) which could prevent any unit owner or holder, insurer or guarantor of a first mortgage on a unit, from collecting insurance proceeds.

(c) Each policy of hazard insurance obtained pursuant hereto shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a "B" or better general policyholder's rating or a "6" or better financial performance index rating in Best's Insurance Reports, an "A" or better general policyholder's rating and a financial size category of "VIII" or better in Best's Insurance Reports—International Edition, an "A" or better rating in Demotech's Hazard Insurance Financial Stability Ratings, a "BBBq" qualified solvency ratio or a "BBB" or better claims-paying ability rating in Standard and Poor's Insurer Solvency Review, or a "BBB" or better claims-paying ability rating in Standard and Poor's International Confidential Rating Service. Insurance issued by a carrier that does not meet the foregoing rating requirements will be acceptable if the carrier is covered by reinsurance with a company that meets either one of the A.M. Best general policyholder's ratings or one of the Standard and Poor's claims-paying ability ratings mentioned above. Provided, however, that the foregoing shall be deemed to be satisfied if the carrier meets the requirements of Chapter 5 of Part XII of the Federal National Mortgage Association's Selling Guide then in effect.

(d) shall provide that its coverage is primary (even if a Unit Owner has other insurance that covers the same loss) and be written in the name of the Association (with the Association being a named insured and loss payee) for the use and benefit of the individual Unit Owners and their mortgage holders, or its authorized representative, including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor to such trustee, for the use and benefit of the individual Unit Owners and their mortgage holders, as their interests may appear. Each Unit Owner and each Unit Owner's mortgagee, if any, shall be the beneficiaries of the policy in

proportion to the undivided interest in Common Elements appurtenant to each respective Unit.

(e) shall contain or have attached the insurance industry's standard mortgagee clause (without contribution) commonly accepted by institutional mortgage investors in the area in which the Condominium Property is located, naming the holder, insurer, guarantor or servicer (or their respective successors and assigns) of first mortgages on Units, which must provide that the insurance carrier shall notify the Association and all holders of first mortgages listed as a scheduled holder of a first mortgage in the policies, at least ten (10) days in advance of the effective date of any reduction in, cancellation or lapse of, or substantial change in the policy, and which standard mortgagee clause must further be endorsed to provide that any loss shall be paid to the Association (or its insurance trustee), as a trustee for each Unit Owner and each such Unit Owner's mortgagee;

(f) shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers and Directors, and all Unit Owners, and the rights of the various parties to collect pursuant to such insurance shall not be prejudiced by the acts or failure to act of any Unit Owner, Director or Officer of the Association, or any person under the control of the Association; and

(g) shall contain provisions recognizing any Insurance Trust Agreement and such other endorsements and meet such other requirements as are standard for similar projects in the area, including, without limitation and where available without excessive cost: (i) an agreed amount and inflation guard endorsement, when that can be obtained, (ii) building ordinance or law endorsement, if any building, zoning, or land-use law will result in loss or damage, increased cost of repairs or reconstruction, or additional demolition and removal costs, providing for contingent liability from the operation of building laws, demolition costs, and increased costs of construction; and, (iii) when applicable, a steam boiler and machinery coverage endorsement, which provides that the insurer's minimum liability per accident at least equals the lesser of \$2,000,000 or the insurable value of the building or buildings housing the boiler or machinery (or a separate stand-alone boiler and machinery coverage policy); and such other endorsements as are, from time to time, required by Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium.

The cost of this insurance shall be a common expense, payable by the Association. Certificates of insurance shall be issued to each Unit Owner and mortgagee upon request.

Section 2. **Liability Insurance.** The Association shall obtain and maintain a comprehensive commercial general liability insurance policy, written on a per-occurrence basis, covering all of the Common Elements and any other areas under the Association's supervision,

insuring the Association, the Directors, and the Unit Owners and Occupants, with such limits as the Board may determine, but no less than the greater of (a) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (b) one million dollars, (\$1,000,000), for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall have the insurance industry's standard mortgagee clause, shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Association, the Board, or other Unit Owners and shall include such additional coverages commonly required by private mortgage investors for developments similar in construction, location and uses including, without limitation, contractual liability, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements and arising out of lawsuits related to employment contracts of the Association, and such additional coverages as are required by Federal National Mortgage Association, Department of Housing and Urban Development, Veterans' Administration, or any similar holder, insurer or guarantor of first mortgage loans upon Units in the Condominium. Each such policy must provide that it may not be canceled or substantially modified by any party, without at least 10 days' prior written notice to the Association, any named mortgagee, and to each holder of a first mortgage lien upon any Unit.

Section 3. **Fidelity Coverage.** The Board may if it so elects, and shall if required by institutional mortgagees or mortgage insurers, to the extent such coverage is available, obtain and maintain fidelity coverage for the Association and shall require professional management to carry such insurance, against dishonest or fraudulent acts on the part of the officers, directors, trustees and employees of the Association and all agents or volunteers responsible for handling funds belonging to or administered by the Association. The fidelity bond or insurance shall name the Association as the named obligee or insured and shall be written in an amount sufficient to provide protection, which is in no event less than the greater of: (i) the maximum funds (including reserves) that will be in the custody of the Association or its agent at any time; or (ii) the sum of three months' worth of assessments plus the Association's reserves. In connection with such coverage, an appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. The bond or policy shall provide that it shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least 10 days' prior written notice to the Association, any insurance trustee, and any holder, insurer, guarantor or servicer on behalf of any holder of any mortgage on a Unit who requires such rights. Any managing agent that handles funds for the Association shall be required by the Board to obtain its own fidelity bond providing similar coverage.

Section 4. **Other Association Insurance.** In addition, the Board may purchase and maintain such other insurance as the Board may determine to carry and shall carry such insurance as may be required by law, (including, without limitation, workers' compensation, flood insurance (which the Board shall purchase if any portion of the improvements in the Condominium Property are in a Special Flood Hazard Area), and similar insurance where applicable) or required by

Federal National Mortgage Association, the Department of Housing and Urban Development, the Veteran's Administration, or any similar holder, insurer or guarantor of first mortgage loans on Units in the Condominium. The premiums for all such insurance described in sections 1 through 4 of this Article XI, obtained by the Association, shall be paid by the Association as a common expense. If flood insurance is required, it shall in no event be carried in an amount less than the minimum required by Housing and Urban Development.

Section 5. Insurance Representative; Power of Attorney. Notwithstanding any of the foregoing provisions of this Article, or any requirement relating to property or liability insurance herein, there may be named, under any policy obtained by the Association, as an insured on behalf of the Association, its authorized representative, including any trustee with whom the Association may enter into an insurance trust agreement, or any successor to such trustee, who shall have exclusive authority to negotiate losses under any such policy and to perform such other functions as are necessary to accomplish this purpose. Each Unit Owner, by acceptance of a deed to a Unit, irrevocably appoints the Association or such designated representative, or such successor, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose. The Association, or such designated representative, or such successor, shall receive, hold or otherwise properly dispose of any proceeds of insurance, in trust, for Unit Owners and their first mortgage holders, as their interests may appear. This power is for the benefit of each and every Unit Owner, and their respective first mortgage holders, and the Association, and the Condominium, runs with the land, and is coupled with an interest.

Section 6. Unit Owners' Insurance. Any Unit Owner or Occupant may carry such insurance in addition to that provided by the Association pursuant hereto as that Unit Owner or Occupant may determine, subject to the provisions hereof, and provided that no Unit Owner or Occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Unit Owner or Occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit Owner who acquired or whose Occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, a Unit Owner or Occupant may obtain insurance against liability for events occurring within a Unit, losses with respect to personal property and furnishings, and losses to improvements owned by the Unit Owner or Occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Unit Owner with respect to improvements within the Unit shall be limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments". All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Directors, and all other Unit Owners and Occupants.

Section 7. **Sufficient Insurance.** In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Board in payment therefor; provided, however, that in the event that within sixty (60) days after such damage or destruction the Unit Owners and Eligible Holders of First Mortgages, if they are entitled to do so pursuant to the provisions of this Declaration, shall elect to terminate the Condominium, then such repair, restoration or reconstruction shall not be undertaken.

Section 8. **Insufficient Insurance.** In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Unit Owners and Eligible Holders of First Mortgages if they are entitled to do so pursuant to the provisions of this Declaration shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Elements so damaged or destroyed at the expense (to the extent not covered by insurance) of all Unit Owners in proportion to their respective undivided interests in the Common Elements. Should any Unit Owner refuse or fail after reasonable notice to pay that Unit Owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Unit of such Unit Owner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments.

Section 9. **Compliance with Institutional Requirements.** Notwithstanding any provision to the contrary contained herein, the Association shall maintain such insurance coverage as is required to be obtained by any national, institutional holder, purchaser, guarantor, insurer or servicer of a first mortgage secured by a Unit in the Condominium. Unless otherwise provided in this Article XI, all insurance policies shall be provided by generally acceptable insurance carriers meeting the specific requirements set forth in Federal National Mortgage Association's Conventional Home Mortgage Selling Contract Supplement and the Federal Home Loan Mortgage Corporation's Sellers Guide.

ARTICLE XII

RESTORATION OF DAMAGE OR DESTRUCTION

Section 1. **Obligation to Restore.** In the event of damage to or destruction of all or any part of a building, structures or fixtures constituting a part of the Condominium Property, or the taking all or any part of a building, structures or fixtures constituting a part of the Condominium

Property in any condemnation or eminent domain proceeding, the Association shall promptly restore or replace the same, unless an election is made in accordance with the requirements of this Article, not to do so.

Section 2. Election not to Restore. The Association may, with the consent (obtained within sixty (60) days after such damage, destruction or taking) of Unit Owners entitled to exercise not less than eighty percent (80%) of the voting power of Unit Owners, including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant (for the purposes of the foregoing, such consent with respect to a Unit owned by the Declarant shall not be valid unless prior written consent is obtained from the mortgagee of such Unit) and the consent of Eligible Holders of First Mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Holders of First Mortgages appertain, determine not to repair or restore such damage, destruction or taking. In the event of such election not to repair or restore such damage, destruction or taking, the Condominium Property shall either be sold as upon partition (and the Condominium regime terminated and dissolved) pursuant to subsection (a) of this section, or the Association shall distribute the proceeds among the Owners (and their mortgagees and other lien holders) pursuant to subsection (b) of this section, in proportion to the damage done to their interests by the failure of such damage, destruction or taking to be repaired or restored.

(a) **Dissolution of Condominium and Partition Sale** . Upon an election not to repair or restore all damage, destruction or taking pursuant to Section 2 of this Article, Owners of Units exercising a majority of the voting power of the Unit Owners may bring an action in partition for the sale of the entire Condominium Property, in which event the net proceeds of such sale, along with the net proceeds of insurance and any other indemnity arising because of the damage or destruction, shall be distributed among all Unit Owners in proportion to the undivided interests in the common elements appurtenant to their respective Units. No Owner shall be entitled to receive any portion of those proceeds until all liens and encumbrances on the Owner's Unit (except taxes and assessments of political subdivisions not then due and payable) are paid, released or discharged.

(b) **No Partition Sale/Dissolution** . Upon an election not to repair or restore all damage, destruction or taking pursuant to Section 2 of this Article, if the Unit Owners do not elect to bring an action in partition pursuant to Section 2(a) of this Article, the net proceeds of insurance or awards paid by reason of such damage or destruction or such taking shall (after payment to damaged Unit Owners in accordance with the balance of this subsection (b)) be added to the Association's reserves, to be used by the Association for future capital improvements, repair or replacements.

In the event that part of the buildings, structures and fixtures not restored or replaced are part of or contain one or more Units, then there shall be allocated and disbursed from the insurance and condemnation proceeds and awards, to each Unit Owner whose

Unit cannot be so restored or replaced, and his, her or its respective first mortgagee, as their interests may appear, either:

(i) such amount as would be required for the Unit Owner to restore or repair such damage or taking, if the repair or restoration would return the Unit to tenantable condition equal to the size and condition thereof existing immediately prior to such damage, destruction or taking. No Owner shall be entitled to receive any portion of those proceeds until all liens and encumbrances on the Owner's Unit (except taxes and assessments of political subdivisions not then due and payable) are paid, released or discharged; or

(ii) if such restoration is not possible, an amount equal to the fair market value of the Unit immediately prior to such damage, destruction or taking. In the later event, upon such distribution, such Unit or Units, and the owners thereof, shall be immediately and automatically divested of any interest in the un-restored Unit including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for common expenses. All such rights and interests shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such taking. To illustrate, upon a Unit being divested from the Condominium, (x) the voting right of that Unit will be allocated among all other Units in proportion to their respective voting powers in the Association, and (y) the undivided interest of that Unit will be reallocated among all other Units in the proportions of their relative undivided interests prior to such taking. No Owner shall be entitled to receive any portion of those proceeds until all liens and encumbrances on the Owner's Unit (except taxes and assessments of political subdivisions not then due and payable) are paid, released or discharged.

ARTICLE XIII

CONDEMNATION

Section 1. **Standing.** Except as hereinafter provided, the Association, or its designated representative, or authorized successor, as trustee, shall represent the Unit Owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Condominium Property, and shall have the sole and exclusive right to settle the loss with the condemning authority and to receive the award or proceeds of settlement, in trust, for the use and benefit of the Unit Owners and their mortgagees as their interests may appear. Notwithstanding the foregoing, in the event that a Unit Owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to that Unit Owner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such

individual incidental or consequential loss, that Unit Owner may, at his, her or its election, separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by it, any other Unit Owner, or the direct loss with respect to the Unit itself, or with regard to the usability thereof, nor diminishes any award for any such loss.

Section 2. **Use of Proceeds.** The award or proceeds of settlement in any such proceedings, after reduction by the costs, if any, incurred in obtaining the same, shall be (i) payable to the Association, or its designated representative, or authorized successor, as trustee, to be held in trust for the Unit Owners and their first mortgage holders as their interests may appear, and (ii) applied first to the cost of restoring or replacing all damaged improvements on the remaining Condominium Property in accordance with the Drawings, or in accordance with any new plans and specifications therefor approved by Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners, and the Eligible Holders of First Mortgage on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Holders of First Mortgages appertain. If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board, such excess cost shall be a common expense and assessed among the Units in the same manner as special assessments for capital improvements are assessed. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and distributed to the Unit Owners, and their first mortgagees, as their interests may appear, in proportion to the relative undivided interests of the Units in the Common Elements. Notwithstanding the foregoing, in the event that as a result of any such taking, and consequent restoration or replacement, any Unit could not reasonably be restored to a condition comparable to that which existed prior to the taking, or could not be replaced, prior to the allocation and disbursement of any sum to any other Unit Owner or his, her or its mortgagee(s), there shall be allocated and disbursed from such award or proceeds, to each Unit Owner whose Unit cannot be so restored or replaced, and his, her or its respective first mortgagee, as their interests may appear, such amount as is equal to the then fair market value of the Unit that cannot be so restored or replaced. Thereupon, such Unit or Units, and the owners thereof, shall be immediately and automatically divested of any interest in the Condominium, the Condominium Property, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for common expenses. All such rights and interests shall be reallocated among all other Units and Unit Owners in the same relative proportions as those rights and interests were prior to such taking. To illustrate, upon a Unit being divested from the Condominium, (a) the voting right of that Unit will be equally allocated among all other Units, since each Unit prior thereto had an equal vote, and (b) the undivided interest of that Unit will be reallocated among all other Units in the proportions of their relative undivided interests prior to such taking.

Section 3. **Power of Attorney.** Each Unit Owner, by acceptance of a deed to a Unit, appoints the Association, or its designated representative, or authorized successor, as his, her or

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

ARTICLE XIV

GRANTS AND RESERVATIONS OF RIGHTS AND EASEMENTS

Section 1. **Easements of Enjoyment; Limitations.** Every Unit Owner shall have a right and easement of enjoyment in, over and upon the Common Elements and a right and easement for access to and from his, her or its Unit, and a right and easement for utilities serving that Unit, which rights and easements shall be appurtenant to and shall pass with the title to a Unit, subject to the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Elements, provided that no such rule or regulation shall limit or prohibit the right to utility services or the right of ingress and egress to a Unit, or any part thereof, or to that Unit's Limited Common Elements. Any Unit Owner may delegate that Unit Owner's right of enjoyment to the Common Elements and to ingress to and egress to the members of that Unit Owner's family and to Occupants.

Section 2. **Right of Entry for Repair, Maintenance and Restoration.** The Association shall have a right of necessary entry and access to, over, upon and through all of the Condominium Property, including each Unit, to enable the Association to perform its obligations, rights and duties pursuant hereto with regard to maintenance, repair, restoration and/or servicing of any items, things or areas of or in the Condominium Property, including, without limitation entry for the purpose of inspecting the Condominium Property. In the event of an emergency, the Association's right of entry to a Unit and its appurtenant Limited Common Elements may be exercised without notice; otherwise, the Association shall give the Unit Owners or Occupants of a Unit no less than 24-hours advance notice prior to entering a Unit or its appurtenant Limited Common Elements.

Section 3. **Easements for Encroachments.** Each Unit and the Common Elements (including Limited Common Elements) shall be subject to easements for encroachments by any other Unit or the Common Elements created or arising by reason of overhangs; or by reason of deviations in construction, reconstruction, or repair; or by reason of shifting, settlement, or movement of the structures; or by reason of errors in the Drawings; or by reason of the installation and placement of air-conditioning units and the components thereof (including, without limitation, condensing units) by the Declarant as part of its construction of the Condominium. Valid easements for these encroachments and for the maintenance, repair and replacement of same, so long as the encroaching elements remain, shall and do exist. Additionally, each Unit Owner shall

have a permanent easement and right for the benefit of his or her respective Unit or Units to penetrate the Common Elements which separate adjacent Units or adjacent portions of Units (adjacent horizontally or vertically) for the sole purposes of constructing and installing openings and/or stairways to connect such Units or adjacent portions of Units in order to facilitate the use of adjacent Units or portions of Units as one space, provided that such construction and installation does not in any way impair the structural integrity of the Condominium Property, and provided that all relevant procedures set forth herein, in the Bylaws and/or the rules and regulations promulgated by the Board, are followed.

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

Section 5. Easements for Utilities and Operation of the Condominium Property. There is hereby created upon, over and under all of the Condominium Property easements to the Association for ingress and egress to, and the installation, replacing, repairing and maintaining of all utilities, including, but not limited to water, sewer, gas, telephone, communication lines, electricity, security systems, master television antennas and cable television. By this easement it shall be expressly permissible for the Association to grant to the providing company and/or contractors permission to construct and maintain the necessary poles and equipment, wires, circuits, conduits and other appurtenances and improvements on, above, across and under the Condominium Property, so long as such poles, equipment, wires, circuits, conduits, appurtenances and improvements do not unreasonably interfere with the use and enjoyment of the Condominium Property. Should any utility or other company furnishing a service request a specific easement by separate recordable document, the Board shall have the right to grant such easement without conflicting with the terms hereof. Additionally, to the extent that such grant does not unreasonably interfere with the use and enjoyment of the Condominium Property, the Association shall have the authority, on behalf of the Association and the Unit Owners, to grant permits, leases, easements, licenses and concessions on, above, over, across and under the Common Elements for utilities, roads and other purposes necessary, in the sole opinion of the Board, for the proper operation of the Condominium.

Section 6. Easement for Services. A non-exclusive easement is hereby granted to all police, firemen, ambulance operators, mailmen, deliverymen, garbage and trash removal personnel, and all similar persons, and to the local governmental authorities and the Association, but not to the public in general, to enter upon the Common Elements in the performance of their duties.

Section 7. Easements Reserved to Declarant. Non-exclusive easements are hereby reserved to the Declarant, its successors and assigns, over and upon the Common Elements (a) for

a three-year period of time from the date of the filing of this Declaration, for access for and for the purpose of completing improvements for which provision is made in this Declaration, provided that such right of access shall be to the extent, but only to the extent, that access thereto is not otherwise reasonably available, (b) for the periods provided for warranties hereunder, for purposes of making repairs required pursuant to those warranties or pursuant to contracts of sale made with Unit purchasers, and (c) until the Declarant has sold all Units, to maintain one or more Units for sales and management offices and for storage and maintenance, and model Units, parking areas for sales and rental purposes, and advertising signs. Such easements described in this paragraph are subject to the Declarant's obligation to restore any areas or improvements damaged by the Declarant's use of such easements.

Section 8. **General.** The easements and grants provided herein shall in no way affect any other recorded grant or easement.

ARTICLE XV

ASSESSMENTS AND ASSESSMENT LIENS

Section 1. **Types of Assessments.** The Declarant for each Unit within the Condominium hereby covenants, and each Unit Owner by acceptance of a deed to a Unit (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association: (1) annual operating assessments, (2) special assessments for capital improvements, and (3) special individual Unit assessments, all of such assessments to be established and collected as hereinafter provided.

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

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

(a) **Annual Operating Assessments** .

(i) Prior to the time that any Unit Owner is to be charged assessments by the Association (for the Association's first partial fiscal year), and prior to the beginning of each fiscal year of the Association thereafter, the Board shall adopt a budget and estimate, and prorate among the Units on the basis of the undivided interest of each Unit in the Common Elements, common expenses of the Association consisting of the following:

A. the estimated next fiscal year's cost of the maintenance, repair, and other services to be provided by the Association;

B. the estimated next fiscal year's costs for insurance and bond premiums to be provided and paid for by the Association;

C. the estimated next fiscal year's costs for utility services not separately metered;

D. the estimated amount required to be collected to maintain a working capital reserve fund in an amount not less than two months' estimated common expenses for each unit, to assure availability of funds for normal operations of the Association. (The initial contribution to such working capital fund shall be collected at the closing of each unit, but no later than the date control of the Association is transferred to the Unit Owners, as provided in Section 4 of Article VII, and such initial amounts paid into this fund shall not be considered as advance payments of regular assessments. Such initial contribution shall be completed at the time that the election of all Directors is turned over to the Association, and such funds shall be placed by the Directors in a segregated fund. Prior to such date, such funds may not be used to defray expenses, reserve contributions, construction costs, or to make up budget deficits);

E. an amount deemed adequate by the Board, but no less than ten percent (10%) of the annual budget (unless such reserve requirement is waived annually by the Unit Owners exercising not less than a majority of the voting power of the Association) to maintain a reserve for the cost of unexpected repairs and replacements and periodic maintenance, repair and replacement of improvements and for the repair and replacement of major capital items in the normal course of operations without the necessity of special assessments, and for the funding of insurance deductibles in the event of casualty loss; and

F. the estimated next fiscal year's costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded.

(ii) The Board shall establish the annual operating assessment for each separate Unit by allocating to each Unit that Unit's share of all of these items, prorated in accordance with each respective Unit's undivided interest in the

Common Elements. For administrative convenience, any such assessment may be rounded so that monthly installments will be in whole dollars.

(iii) The annual operating assessment shall be payable in advance, in equal monthly installments (or less frequent basis, as determined by the Board), provided that nothing contained herein shall prohibit any Unit Owner from prepaying assessments in annual, semi-annual, quarterly or monthly increments. The due dates of any such installments shall be established by the Board, and, unless otherwise provided, the Association shall collect on or before the first day of each month from those who own the Unit an equal monthly pro-rata share of the annual operating assessment for that Unit.

(iv) If the amounts so collected are, at any time, insufficient to meet all obligations for which those funds are to be used, the deficiency shall be assessed by the Board among the Units on the same basis as heretofore set forth.

(v) If assessments collected during any fiscal year are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be deemed to be retained by the Board as reserves, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to Unit Owners.

(b) **Special Assessments for Capital Improvements** .

(i) In addition to the annual operating assessments, the Board may levy, in any fiscal year, special assessments to construct, reconstruct or replace capital improvements on the Common Elements to the extent that reserves therefor are insufficient, provided that new capital improvements not replacing existing improvements (except new capital improvements required by governmental regulation or to correct any deficiency or defect creating a safety or health hazard) shall not be constructed nor funds assessed therefor, if the cost thereof in any twelve consecutive month period would exceed an amount equal to five percent of that fiscal year's budget, without the prior consent of Unit Owners exercising no less than seventy-five percent (75%) of the voting power of Unit Owners (including the consent of Owners other than the Declarant who hold a majority of the voting power of Units owned by Owners other than the Declarant) and the consent of Eligible Holders of First Mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Eligible Holders of Mortgages appertain.

(ii) Any such assessment shall be prorated among all Units in proportion to their respective undivided interests in the Common Elements, and shall become

due and payable on such date or dates as the Board determines following written notice to the Unit Owners.

(c) **Special Individual Unit Assessments** . The Board may levy an assessment against an individual Unit, or Units, to reimburse the Association for those costs incurred in connection with that Unit or Units properly chargeable by the terms hereof to a particular Unit (such as, but not limited to, the cost of maintenance or of making repairs which are the responsibility of a Unit Owner; the cost of insurance premiums separately billed to a Unit Owner; the cost of cleaning debris from and the housekeeping of the Unit's Limited Common Elements where, in the opinion of the Board, the owner has allowed the same to become unsightly; penalties and charges imposed pursuant to rules and regulations of the Board for violations of the Declaration, Bylaws and rules and regulations; and a Unit Owner's enforcement and arbitration charges including, without limitation, the costs and attorneys' fees involved in bringing actions to enforce the terms of the Declaration, Bylaws, rules and regulations). In the event that the Association sub-meters any master-metered utilities, then any and all charges invoiced to the relevant Unit Owner for the sub-metered utility, whether invoiced by the Association or by any contractor of the Association, shall constitute a special individual Unit assessment against the Unit to reimburse the Association for the Unit's share of the master-metered utility. Any such assessment shall become due and payable on such date as the Board determines, and gives written notice to the Unit Owners subject thereto. Additionally, during the first years of the Condominium's existence, and until such time as real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay the real estate taxes and assessments attributable to the Condominium Property in the event the same have not been paid, when due, and assess each Unit Owner for his, her or its share of such real estate taxes and assessments as a special individual Unit assessment. The share of those taxes and assessments attributable to a Unit shall be computed by multiplying the total taxes and assessments for all of the Condominium Property by the undivided interest in Common Elements attributable to that Unit. The calculation by the Association of the Units' shares of taxes and assessments shall be binding upon all Unit Owners.

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

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

(a) **Interest, fees and costs** . If any assessment, or any installment or portion of any assessment is not paid within ten (10) days after the same has become due, the entire unpaid balance shall immediately, without notice or demand, become due and payable, and the Board, at its option, without notice or demand, may charge additional amounts for:

(i) reasonable, uniform administrative late fees as determined by the Board from time to time;

(ii) enforcement charges and collection costs (including, without limitation, attorneys and paralegal fees) the Association incurs or estimates that it will incur in connection with the collection of the delinquency;

(iii) interest on the entire unpaid balance of assessments and costs incurred by the Association in connection with such collection, at the rate of 8% per annum or at such other rate as the Board may from time to time determine; and

(iv) any other charges authorized by the Declaration, Bylaws or the rules and regulations promulgated by the Board,

(collectively referred to herein as the “interest, fees and costs”), all to the extent not prohibited by Ohio law.

(b) **Application of Payments** . Payments made by a Unit Owner for assessments shall be applied:

first, for the payment of interest accrued on the delinquent installments or portions of unpaid assessments and on costs incurred by the Association in connection with such collection, at the rate of 8% per annum or at such other rate as the Board may from time to time have otherwise determined;

second, for the payment of administrative late fees charged with respect to the delinquency applicable to the Unit;

third, to reimburse the Association for enforcement charges and collection costs (including, without limitation, attorneys and paralegal fees) incurred by the association in connection with the delinquency;

fourth, to the payment of delinquent installments or portions of assessments which remain unpaid.

(c) **Certificate of Lien** . Annual operating and both types of special assessments, together with interest, fees (including reasonable legal fees) and costs, shall be a charge and a continuing lien in favor of the Association upon the Unit against which each such assessment is made, from the effective date thereof. At any time after an installment or portion of an assessment levied pursuant hereto remains unpaid for ten (10) or more days after the same has become due and payable, a certificate of lien for all or any part of the unpaid balance of that assessment, with interest, fees (including reasonable legal fees) and costs, may be filed with the recorder of county in which the Condominium Property is located, pursuant to authorization given by the Board. The certificate, and thereafter, renewal certificates as necessary to keep the lien in effect, shall contain a description of the Unit against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid balance of the assessment with interest, fees (including reasonable legal fees) and costs, and shall be signed by the president, treasurer, secretary or other designated representative of the Association.

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

(e) **Action to Discharge Lien** . Any Unit Owner who believes that an assessment chargeable to his, her or its Unit (for which a certificate of lien has been filed by the Association) has been improperly charged against that Unit, may bring an action in the Court of Common Pleas of the county in which the Condominium Property is located for the discharge of that lien. In any such action, if it is finally determined that all or a portion of the assessment has been improperly charged to that Unit, the court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien.

(f) **Personal Obligation of Owners** . Each such assessment together with interest, fees and costs, shall also be the joint and several personal obligation of the Unit Owners who owned the Unit at the time when the assessment fell due. The obligation for delinquent assessments, interest, fees and costs shall not be the personal obligation of that owner or owners' successors in title unless expressly assumed by the successors, provided, however, that the right of the Association to obtain a lien against that Unit, or to foreclose any lien thereon for these delinquent assessments, interest, fees and costs shall not be impaired or abridged by reason of the transfer, but shall continue unaffected thereby.

(g) **Legal Actions**. In addition to the lien permitted by this Section, the Association, as authorized by the Board, may bring an action at law against the owner or

owners personally obligated to pay the same, an action to foreclose a lien, or any other action permitted by law. In any foreclosure action, the owner or owners affected shall be required to pay a reasonable rental for that Unit during the pendency of such action, and the Association shall be entitled to the appointment of a receiver to collect such rental. Rental collected by a receiver during the pendency of a foreclosure action shall be applied first to the payment of the portion of the common expenses chargeable to the Unit during the pendency of the foreclosure action. The Association shall be entitled to become a purchaser at any foreclosure sale.

(h) **No Waiver**. No owner may waive or otherwise escape liability for the assessments provided for in this Declaration by non-use of the Common Elements, or any part thereof, or by abandonment of his, her or its Unit.

Section 6. Subordination of the Lien to First Mortgages. The lien for delinquent assessments provided for herein shall be: (a) prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments of political subdivisions and liens of first mortgages that have been filed for record; (b) subject and subordinate to the title of any holder of a first mortgage lien who takes title to the Unit pursuant to deed in lieu of foreclosure or other remedies in lieu of the foreclosure of its mortgage; and (c) subject and subordinate to the title of any purchaser at a foreclosure sale in which the Association has been joined and properly served as a party, provided that in each such event, the party taking title by foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid installments of assessments or charges against the mortgaged Unit which became due and payable prior to foreclosure sale.

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

Section 8. Declarant's Obligations. Declarant will assume the rights and obligations of a Unit Owner in its capacity as owner of Units not yet sold, including the obligation to pay common expenses attaching to such Units, from the date the Declaration is filed for record. If no assessments are charged to any Units, then the Declarant will, likewise, pay no assessments for Units owned by the Developer until such time that common expenses are first charged with respect to any Unit.

ARTICLE XVI

NOTICES TO MORTGAGEES

Any Eligible Holder of a First Mortgage shall have the right to inspect Association documents and records on the same terms as the members and shall be entitled to timely written notice, (delivered by certified or registered mail, return receipt requested), by the Association of:

1. any proposed amendment or change for which a required percentage of Eligible Holders of First Mortgages must consent pursuant to the provisions of Article XVII of this Declaration;
2. any proposed termination of the Condominium as a condominium regime (which notice must be given at least 30 days before any action is taken);
3. any condemnation, eminent domain proceeding, or casualty loss which may affect a material portion of the Condominium Property (including, without limitation, any such event resulting in losses greater than ten percent (10%) of the annual budget) or any Unit on which there is a first mortgage held, insured or guaranteed by such Eligible Holder;
4. any decision by the Association not to restore or repair any portion of the Condominium Property (after damage or destruction or partial condemnation), or not to restore or repair such property in a manner specified by the Condominium Organizational Documents;
5. any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
6. any decision by the Association to renew or rehabilitate the Condominium Property;
7. any decision by the Association to construct significant new capital improvements not replacing existing improvements;
8. times and places of Unit Owners' meetings;
9. any default under the Condominium Organizational Documents which gives rise to a cause of action against a Unit Owner whose Unit is subject to the mortgage of such holder, insurer, guarantor or insurer where the default has not been cured in sixty (60) days;

10. any decision by the Association to establish self-management when professional management had been required previously by an Eligible Holder of a First Mortgage; and

11. any proposed action which requires the consent of a specified percentage of Eligible Holders of First Mortgages.

ARTICLE XVII

AMENDMENTS AND ACTIONS REQUIRING OWNER AND LENDER APPROVAL

Section 1. **Power to Amend.** Except as otherwise specifically provided in this Declaration or as permitted in the Condominium Act, additions to, changes in, or amendment of this Declaration (or the other Condominium Organizational Documents) shall require the consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners, including Declarant so long as it owns a Unit, together with the consent of Eligible Holders of First Mortgages on Units to which at least fifty-one percent (51%) of votes of Units subject to such mortgages appertain. Notwithstanding the foregoing:

(a) except as permitted in the Condominium Act or unless otherwise provided elsewhere in this Declaration, the consent of all Unit Owners, including Declarant so long as it owns a Unit, shall be required for any amendment effecting a change in:

(i) the boundaries of any Unit or the exclusive easement rights appertaining thereto;

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

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

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

(v) the indemnification provisions of the Bylaws.

(b) the consent of Unit Owners exercising not less than eighty percent (80%) of the voting power of Unit Owners, including Declarant so long as it owns a Unit, and the consent of Eligible Holders of First Mortgages on Units to which at least sixty-seven percent (67%) of votes of Units subject to such mortgages appertain shall be required to terminate the Condominium;

(c) in any event, each Unit Owner by acceptance of a deed to a Unit is deemed to and does give and grant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable:

(i) to Declarant, for so long as Declarant owns any Unit, to amend the Condominium Organizational Documents, to the extent necessary to (A) conform to the requirements then governing the making of a mortgage loan or the purchase, guaranty, or insurance of mortgages by an institutional lender or an institutional guarantor or insurer of a mortgage on a Unit, provided that the appropriate percentage (as described elsewhere herein) of Eligible Mortgagees is obtained (if required), or (B) correct typographical or factual or obvious errors or omissions the correction of which would not impair the interest of any Unit Owner, mortgagee, insurer, or guarantor, provided, further, that if there is a Unit Owner other than Declarant, the Declaration shall not be amended to increase the scope or the period of control of Declarant; and

(ii) to the Board, without a vote of Unit Owners, to amend the Declaration in any manner necessary for any of the following purposes:

- a. to meet the requirements of institutional mortgagees, guarantors and insurers of first mortgage loans, or the requirements of insurance underwriters;
- b. to meet the requirements of insurance underwriters;
- c. to bring the Declaration into compliance with requirements of the Condominium Act;
- d. to correct clerical or typographical errors in this Declaration or an exhibit or amendment hereto; and
- e. to designate a successor to the person named to receive service of process for the Association, provided, the naming of a successor need not be by amendment hereto if the change of statutory agent is appropriately filed with the Ohio Secretary of State;

but for no other purpose.

Any Unit Owner who is aggrieved by an amendment to the Declaration that the Board makes pursuant to this Sub-Section (c)(ii) may commence a declaratory judgment action to have the amendment declared invalid as violative of this Sub-Section (c)(ii). Any action filed pursuant hereto shall be filed in the appropriate court of common pleas within one year from the date of the recordation of the amendment.

An Eligible Mortgagee of a Unit who receives a written request to approve changes, additions, or amendments sent by certified or registered mail, return receipt requested, and who does not deliver or post to the requesting party a negative response within sixty (60) days after receipt of the same, shall be deemed to have approved such request.

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

Section 3. Power to Act. Except as otherwise specifically provided herein, the taking of any of the actions which require the consent of Eligible Holders of First Mortgages shall require the consent of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners.

ARTICLE XVIII

MEMBERSHIP IN MASTER ASSOCIATION

The Unit Owners shall not be required to be a member of any not-for-profit organization that may provide facilities or recreation, education, or social services to owners of property other than Units.

ARTICLE XIX

GENERAL PROVISIONS

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

Section 2. Enforcement. In addition to any other remedies provided in this Declaration, Declarant (only with respect to those rights directly benefiting the Declarant), the Association, and each Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the Bylaws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit Owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit Owner shall have rights of action against each other for failure to comply with the provisions of the Condominium Organizational Documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against a Unit Owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration. Notwithstanding the foregoing, in the event of any dispute between the Association and any Unit Owner or Occupant, other than with regard to assessments, that cannot be settled by an agreement between them, the matter shall first be submitted to arbitration in accordance with and pursuant to the arbitration law of Ohio then in effect (presently Chapter 2711 of the Revised Code of Ohio), by a single independent arbitrator selected by the Board.

The foregoing notwithstanding, the Association may not commence a legal proceeding or action without the affirmative vote of Owners exercising not less than seventy-five percent (75%) of the voting power of Unit Owners. This limitation shall not apply, however, to (i) actions brought by the Association to enforce against a Unit Owner or Occupant the provisions of this Declaration (including, without limitation, the foreclosure of liens), the Bylaws, and reasonable rules and regulations adopted by the Board; (ii) actions to enforce the imposition and/or collection of Assessments; (iii) proceedings involving challenges to ad valorem taxation; or (iv) defenses, counterclaims or cross-claims brought by the Association in proceedings instituted against it.

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

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

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

IN WITNESS WHEREOF, the undersigned have executed this instrument this day ____ of _____, 2022.

FAIRLINGTON HEIGHTS, LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Its: _____

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, the _____ of _____, an Ohio limited liability company, on behalf of such company. This is an acknowledgement certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

Notary Public

Exhibits

- A Legal Description of Condominium Property
- B Survey & Architectural Drawings

C Bylaws
D Unit Table

DRAFT

EXHIBIT A
Description of Condominium Property

DRAFT

EXHIBIT B
Survey and Architectural Drawings
[See Plat Book Referenced on Cover Page]

DRAFT

EXHIBIT C

BYLAWS OF

SCIOTO VILLAS CONDOMINIUM ASSOCIATION

ARTICLE I

NAME AND LOCATION AND PURPOSES

Section 1. **Name.** The name of the Association is Scioto Villas Condominium Association (“the Association”), which Association is created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the unit owners’ association for Scioto Villas Condominium (the “Condominium”).

Section 2. **Location.** The principal office of the Association shall be in Franklin County, Ohio, and the place of meetings of Unit Owners (members) and of the Directors of the Association shall be at such place in the county in which the Condominium Property is located as the Board of Directors (the “Board”) may from time to time designate.

Section 3. **Purposes.** The purposes for which the Association is formed are to administer the condominium property of the Condominium, a condominium development in Columbus, Franklin County, Ohio, created pursuant to Chapter 5311 of the Ohio Revised Code, in accordance with and subject to the provisions of said Chapter 5311, the Declaration of the Condominium, the Bylaws of the Corporation and the administrative rules and regulations adopted pursuant thereto, as any of the same may be lawfully amended from time to time; to provide for the acquisition, construction, management, maintenance and care of “association property”, as that term is defined in Section 528 of the Internal Revenue Code of 1986, as amended (or corresponding provisions of any future United States internal revenue law) (the “Code”); and, in carrying out the foregoing purposes, to purchase, lease, exchange, acquire, own, hold, mortgage, pledge, hypothecate, borrow money upon, sell and otherwise deal in and with real and personal property of every kind, character and description whatsoever and any and all estates and interests therein, and otherwise to do all things permitted by law.

All of the foregoing purposes shall be accomplished on a non-profit basis and no part of the net earnings of the Association shall inure (other than by acquiring, constructing, or providing management, maintenance, and care of “association property”, as that term is defined in Section 528 of the Code, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of, or be distributable to, its directors, officers or other private persons or organizations.

ARTICLE II

DEFINITIONS

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

ARTICLE III

UNIT OWNERS (MEMBERS)

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

Section 2. **Annual Meetings.** Regular annual meetings of the Unit Owners shall be held in the first calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board.

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

Section 4. **Notice of Meetings.** Written notice of each meeting of Unit Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least seven (7) days before such meeting, to each Unit Owner entitled to vote thereat, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such Unit Owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least seven (7) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. **Quorum.** The Unit Owners present, in person or by proxy, at any duly called and noticed meeting, shall constitute a quorum for such meeting. Unit Owners entitled to exercise a majority of the voting power of Unit Owners represented at a meeting may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

Section 6. **Proxies.** At any meeting of Unit Owners a Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every

proxy shall be revocable and shall automatically cease upon conveyance by a Unit Owner of his, her or its Unit.

Section 7. **Voting Power.** Except as otherwise provided in the Condominium Organizational Documents, or by law, a majority of the voting power of Unit Owners voting on any matter that may be determined by the Unit Owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit Owners except as otherwise specifically provided in the Condominium Organizational Documents or by law.

Section 8. **Action In Writing Without Meeting.** Any action that could be taken by Unit Owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit Owners having not less than a majority of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominium Organizational Documents, or by law.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. **Initial Directors.** The initial Directors shall be those three (3) persons as may from time to time be appointed by the Declarant.

Section 2. **Successor Directors.** The number, times of election, and terms of office of those who will serve as Directors of the Association to succeed the initial Directors, shall be as provided in the Declaration and these Bylaws. Except for Directors appointed by the Declarant, Directors shall be elected from among the Unit Owners or the spouses of Unit Owners. If a Unit Owner is not an individual, that Unit Owner may nominate for the Board of Directors any principal, member of a limited liability company, partner, director, officer, or employee of that Unit Owner.

Section 3. **Removal.** Excepting only Directors appointed by Declarant, any Director may be removed from the Board with or without cause, by the vote of Unit Owners holding at least 67% of the voting power of the Unit Owners. In the event of the death, resignation or removal of a Director other than one appointed by the Declarant, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit Owners, when a Director shall be elected to complete the term of such deceased, resigned or removed Director. Declarant shall have the sole right to remove, with or without cause, any Director appointed by the Declarant, and select the successor of any Director so selected who dies, resigns, is removed or leaves office for any reason before the election of Directors by all of the Unit Owners as provided in the Declaration.

Section 4. Nomination. Nominations for the election of Directors to be elected by the Unit Owners shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Unit Owners appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

Section 5. Election. Election to the Board by the Unit Owners shall be by secret written ballot. At such elections, the Unit Owners or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected, and likewise, those receiving the largest number of votes shall be elected to the longest terms. Cumulative voting is not permitted.

Section 6. Compensation. Unless otherwise determined by the Unit Owners at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7. Regular Meetings. Regular meetings of the Board shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

Section 8. Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by any two Directors, after not less than three days' notice to each Director.

Section 9. Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Directors entitled to cast a majority of the voting power of Directors shall constitute a quorum for such meeting.

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

Section 11. Conduct of Meetings. Unless otherwise determined by the Board, meetings of the Board shall be open to all Unit Owners. The Board shall have the prerogative to close their meetings to all non-board members whenever the same is necessary or convenient to the efficient administration of the Board's affairs. A meeting of the Board may be held by any method of communication, including electronic or telephonic communication provided that each

member of the Board can hear (in the case of telephonic) or view (in the case of other electronic methods), participate and respond to every other member of the Board.

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

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

- (a) take all actions deemed necessary or desirable to comply with all requirements of law, and the Condominium Organizational Documents;
- (b) obtain insurance coverage no less than that required pursuant to the Declaration;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) repair, maintain and improve the Common Elements;
- (e) establish, enforce, levy and collect assessments as provided in the Declaration;
- (f) adopt and publish rules and regulations:
 - (i) governing the use of the Common Elements and the personal conduct of Unit Owners, Occupants and their guests thereon;
 - (ii) detailing the procedures for discharging the Association's responsibilities with regard to the administration of the Condominium Property;
 - (iii) governing any aspect of the Condominium Property that is not required by statute to be governed by the Declaration or Bylaws; and
 - (iv) establishing penalties for the infraction thereof;
- (g) suspend the voting rights of a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium Organizational Documents);

- (h) declare the office of a member of the Board to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board;
- (i) authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association and to facilitate the efficient operation of the Condominium Property; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board. The terms of any management agreements shall be as determined by the Board to be in the best interest of the Association, subject, in all respects, to the provisions of the Condominium Organizational Documents);
- (j) cause funds of the Association to be invested in such reasonable investments as the Board may from time to time determine;
- (k) borrow funds, as needed, and pledge such security and rights of the Association as might be necessary or desirable to obtain any such loan including, without limitation, the pledge of the Association's right to future income and to levy assessments upon the members; and
- (l) do all things and take all actions permitted to be taken by the Association by law, or the Condominium Organizational Documents not specifically reserved thereby to others.

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

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Unit Owners at each annual meeting of Unit Owners, or at any special meeting when such statement is requested in writing by Unit Owners representing one-half (1/2) or more of the voting power of Unit Owners;
- (b) supervise all officers, agents and employees of the Association and see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (i) fix the amount of assessments against each Unit;
 - (ii) give written notice of each assessment to every Unit Owner subject thereto within the time limits set forth therein; and

- (iii) upon a vote of the Board to do so, foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Unit Owner(s) personally obligated to pay the same, or both;
- (d) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- (e) procure and maintain insurance and bonds as provided in the Declaration, and as the Board deems advisable;
- (f) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
- (g) cause the restrictions created by the Declaration to be enforced; and
- (h) take all other actions required to comply with all requirements of law and the Condominium Organizational Documents.

ARTICLE V

OFFICERS

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

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

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

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

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

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

ARTICLE VI

COMMITTEES

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

ARTICLE VII

BOOKS AND RECORDS

The Association shall maintain correct and complete books, records and financial statements of the Association, including, without limitation, its governing documents (current copies of the Declaration, Bylaws and articles of incorporation, if any); current rules and regulations; names and addresses of the Unit Owners and their respective undivided interests in the Common Elements; actions (Board resolutions, minutes of all meetings of members and the Board, etc.); documents relating to its financial condition (all receipts and expenditures, budget, financial statements showing the allocation, distribution and collection of the common profits, losses and expenses among and from the Unit Owners, etc.) and annual audited financial statements when such are prepared.

Any Unit Owner, duly authorized agent of any Unit Owner, duly authorized prospective purchaser, lender or the holder, insurer or guarantor of a first mortgage on a Unit, may examine and copy any of the foregoing books, records and financial statements during normal business hours pursuant to reasonable standards established in the Declaration, these Bylaws, or by rules and regulations promulgated by the Board, which may include, without limitation, standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents. Notwithstanding the foregoing, the Association shall not be required to permit the examination and copying of any of the following:

- (1) information that pertains to Condominium Property-related personnel matters;
- (2) communications with legal counsel or attorney work product pertaining to pending litigation or other Condominium Property-related matters;
- (3) information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
- (4) information that relates to the enforcement of the Declaration, By-Laws, or rules and regulations of the Association against Unit Owners; or
- (5) information the disclosure of which is prohibited by state or federal law.

ARTICLE VIII

AUDITS

The Board shall cause the preparation and furnishing of an audited financial statement for the immediately preceding fiscal year, within a reasonable time (but no later than 120 days after the end of the Association's fiscal year following request; provided that no such statement need be furnished earlier than ninety (90) days following the end of such fiscal year), in the following circumstances:

- (1) to each requesting Unit Owner, at the expense of the Association, upon the affirmative vote of Unit Owners exercising a majority of the voting power of Unit Owners; and
- (2) upon the request of a holder, insurer, or guarantor of any first mortgage on a Unit.

ARTICLE IX

FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of recording of the Declaration.

ARTICLE X

INDEMNIFICATION

Section 1. **Third Party Actions.** The Association shall indemnify any person who is or was a party or is threatened to be made a party to any threatened, pending or completed civil, criminal, administrative or investigative action, suit, or proceeding, including all appeals (other than an action, suit or proceeding by or in the right of the Association) by reason of the fact that the person is or was a Director or officer of the Association or is or was serving at the request of the Association as a director, trustee, officer or employee of another domestic or foreign non-profit corporation or corporation for profit, or a partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if that person acted in good faith and in a manner that person reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, if that person had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, shall not create, of itself, a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Association and, with respect to any criminal action or proceeding, a presumption that the person had reasonable cause to believe that his or her conduct was unlawful.

Section 2. **Indemnification.** The Association shall indemnify any person who is or was a party or threatened to be made a party to any threatened, pending or completed civil, criminal, administrative or investigative action or suit, including all appeals, by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Director or officer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, or employee of another domestic or foreign non-profit corporation or corporation for profit, or a partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees) judgments, decrees, fines, penalties, and amounts paid in settlement actually and reasonably incurred by him or her in connection with the defense or settlement of such action of suit if he or she acted in good faith, and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall

be made in respect of (a) any claim, issue, or matter as to which such person is finally adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association unless, and only to the extent that, the Court of Common Pleas or the court in which such action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the Court of Common Pleas or such other court considers proper, or (b) any action or suit in which liability is asserted against a Director pursuant to Section 1702.55 of the Ohio Revised Code.

Section 3. **Rights After Successful Defense.** To the extent that a Director, officer, or employee, has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in the preceding paragraphs, or in defense of any claim, issue, or matter in such an action, suit or proceeding, he or she shall be indemnified against expenses (including attorney's fees) he or she actually incurred in connection with that action, suit or proceeding.

Section 4. **Other Determinations of Rights.** Unless ordered by a court and subject to the provisions of paragraph 3 of this Article, any indemnification under paragraphs 1 and 2 of this Article shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, officer or employee is proper under the circumstances because he or she has met the applicable standard of conduct set forth in paragraphs 1 and 2 of this Article. Such determination shall be made by (a) the Court of Common Pleas or the court in which the action, suit, or proceeding referred to in paragraph 1 or 2 of this Article was brought, or (b) by a majority vote of a quorum consisting of Directors of the Association who were not and are not parties to or threatened with the action, suit or proceeding referred to in paragraph 1 or 2 of this Article, or (c) in a written opinion by independent legal counsel (meaning a lawyer who is not a Director, officer, or employee of the Association, and is not a partner or professional associate of a Director, officer, or employee of the Association), if a majority of a quorum of disinterested Directors so directs or (d) by a committee (selected by the Board of Directors) of three or more persons (excluding any person involved in the matter) who are to the extent possible, members of the Association, provided that such indemnity in case of a settlement shall not be allowed by such committee unless independent legal counsel finds that such settlement is reasonable in amount and in the best interest of the Association. If independent legal counsel is used he or she shall be compensated by the Association.

Section 5. **Indemnification of Agents, Employees and Other Representatives.** The Association may, from time to time, and in its sole discretion, indemnify any person who is or was an agent, employee, or other authorized representative of the Association, or is or was serving at the request of the Association as a director, officer, or employee of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her or incurred by him or her in any such capacity or arising out of that person's status as such, in the same manner and to the same extent as provided herein for Directors and officers, present and

former, of the Association.

Section 6. Indemnification of Directors and Officers. Expenses incurred by a Director or officer of the Association in defending any action, suit or proceeding referred to in paragraph 1 or 2 of this Article, except any action, suit or proceeding brought pursuant only to Section 1702.55 of the Ohio Revised Code, shall be paid by the Association. Upon request of the Director or officer, and in accordance with paragraph 7 of this Article, such expenses shall be paid by the Association as incurred. However, expenses incurred by a Director or officer in defending an action, suit, or proceeding shall not be paid by the Association upon final disposition of the action, suit, or proceeding, or if paid in advance shall be repaid by the Director or officer if it is proved, by clear and convincing evidence in a court with jurisdiction, that the act or omission of the Director or officer was one undertaken with a deliberate intent to cause injury to the Association or was one undertaken with a reckless disregard for the best interests of the Association.

Section 7. Advances of Expenses. Expenses of each person indemnified herein incurred in defending a civil, criminal, administrative, or investigative action, suit, or proceeding (including all appeals), or threat thereof, may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of the Director, officer, or employee to repay such amount, if it is ultimately determined that he or she is not entitled to be indemnified by the Association.

Section 8. Nonexclusiveness; Heirs. The foregoing rights of indemnification are not exclusive, and shall be in addition to any other rights granted to those seeking indemnification, as a matter of law or under these Bylaws, any agreement, vote of members or disinterested Directors, or otherwise, both as to actions in their official capacities and as to actions in another capacity while holding their offices or positions, and shall continue as to a person who has ceased to be a Director, officer, or employee and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 9. Purchase of Insurance. The Association may purchase and maintain insurance, or furnish similar protection, including but not limited to trust funds, letters of credit, or self-insurance, for or on behalf of any person who is or was a Director, officer, agent, or employee of the Association, or is or was serving at the request of the Association as a director, trustee, officer or employee of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him or her or incurred by him or her in any such capacity, or arising out of that person's status as such, whether or not the Association would have the power to indemnify that person against such liability under the provisions of these Bylaws or of the Ohio Nonprofit Corporation Law. Insurance may be purchased from or maintained with a person in which the Association has a financial interest.

Section 10. **Amendment.** Any amendment to this Article X shall be effective only as to matters relating to the period of service of a Director or officer of the Association, or of a director, trustee, officer or employee of another domestic or foreign non-profit corporation or corporation for profit, or a partnership, joint venture, trust, or other enterprise when such director, trustee, officer or employee is or was serving at the request of the Association, on or after the effective date of such amendment. All matters which relate to such party's service prior to the effective date of such amendment shall be subject to the provisions of Article X in effect at the time of, or during the period of time of, the alleged action and/or inaction which is the subject matter of the action, suit or proceeding for which indemnification is sought under this Article X.

ARTICLE XI

AMENDMENTS

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

IN WITNESS WHEREOF, the undersigned, the sole member of the Association, has caused these Bylaws to be duly adopted as of the ____ day of _____, 2022.

FAIRLINGTON HEIGHTS, LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Its: _____

EXHIBIT D
Unit Table

Unit No.	Approximate Gross Area (Sq. Ft.) ¹	Par Value	Percentage Interest In Common Elements

¹ Including garage areas and balconies.

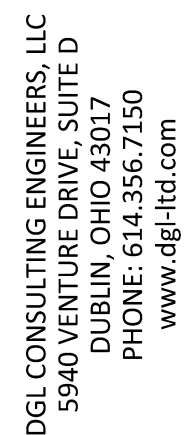
Unit No.	Approximate Gross Area (Sq. Ft.) ¹	Par Value	Percentage Interest In Common Elements

DRAFT

DRAFT



9	
8	
7	
6	
5	
4	
3	
2	
1	
NO	REVISION DATE

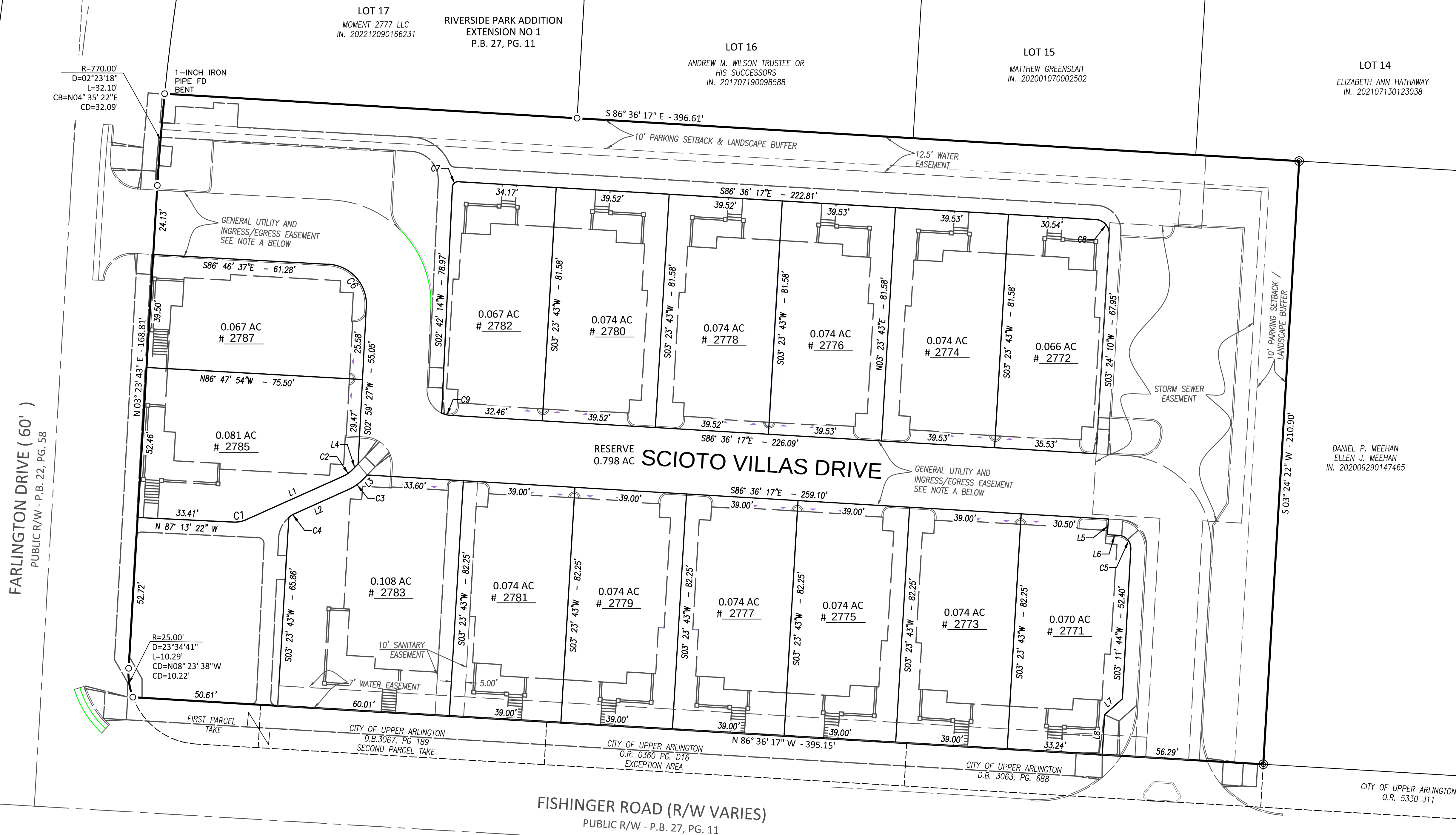


SCIOTO VILLAS
PART OF QUARTER TOWNSHIP 1, TOWNSHIP 1, RANGE 19,
UNITED STATES MILITARY LANDS
UPPER ARLINGTON,
FRANKLIN COUNTY, OHIO

FINAL DEVELOPMENT PLAN

FILE:	21180-PLAT-SUBD.dwg
JOB NO.:	21180
DRAWN BY:	MAS
ISSUED:	06/05/2023

1/1



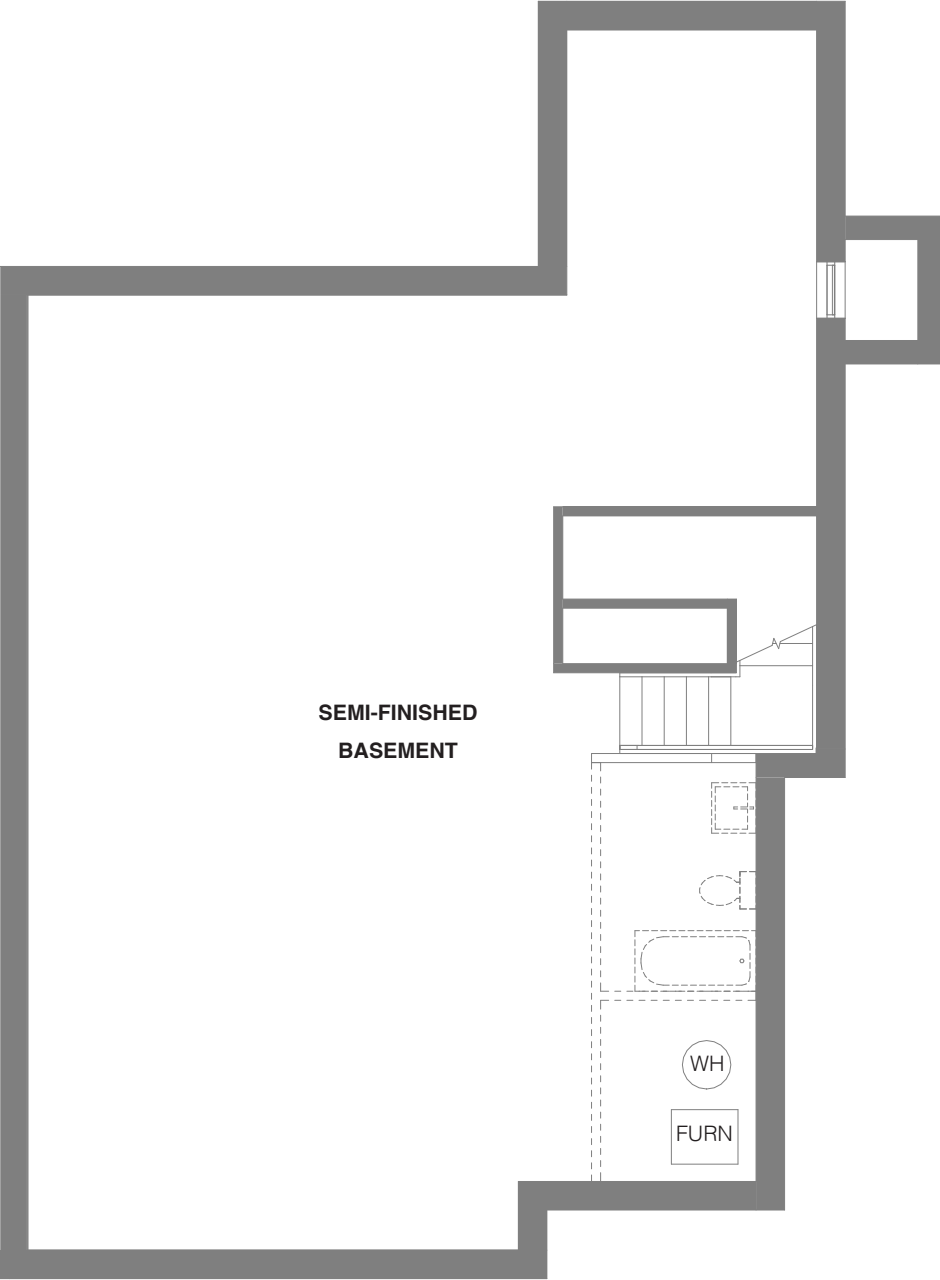
Line Table		
Line #	Direction	Length
L1	S 65° 51' 20" W	37.09'
L2	S 65° 51' 15" W	20.52'
L3	S 44° 06' 51" W	2.38'
L4	S 44° 06' 51" W	2.98'
L5	S 03° 23' 43" W	5.50'
L6	S 86° 36' 17" E	3.93'
L7	S 48° 23' 43" W	8.30'
L8	S 03° 23' 43" W	14.00'

Curve #	Radius	Delta	Chord Bearing	Chord Length	Length
C1	10.00'	26°55'24"	N 79° 18' 57" E	4.66'	4.70'
C2	10.00'	21°44'29"	N 54° 59' 05" E	3.77'	3.79'
C3	15.00'	21°44'24"	N 54° 59' 03" E	5.66'	5.69'
C4	10.00'	15°40'39"	S 58° 00' 55" W	2.73'	2.74'
C5	4.50'	89°48'01"	N 41° 42' 17" W	6.35'	7.05'
C6	14.00'	89°34'05"	N 41° 59' 34" W	19.72'	21.89'
C7	2.00'	90°41'29"	S 48° 02' 58" W	2.85'	3.17'
C8	5.00'	90°00'28"	N 41° 36' 03" W	7.07'	7.85'
C9	8.75'	18°33'31"	S 74° 31' 12" E	2.82'	2.83'

ACREAGE BREAKDOWN

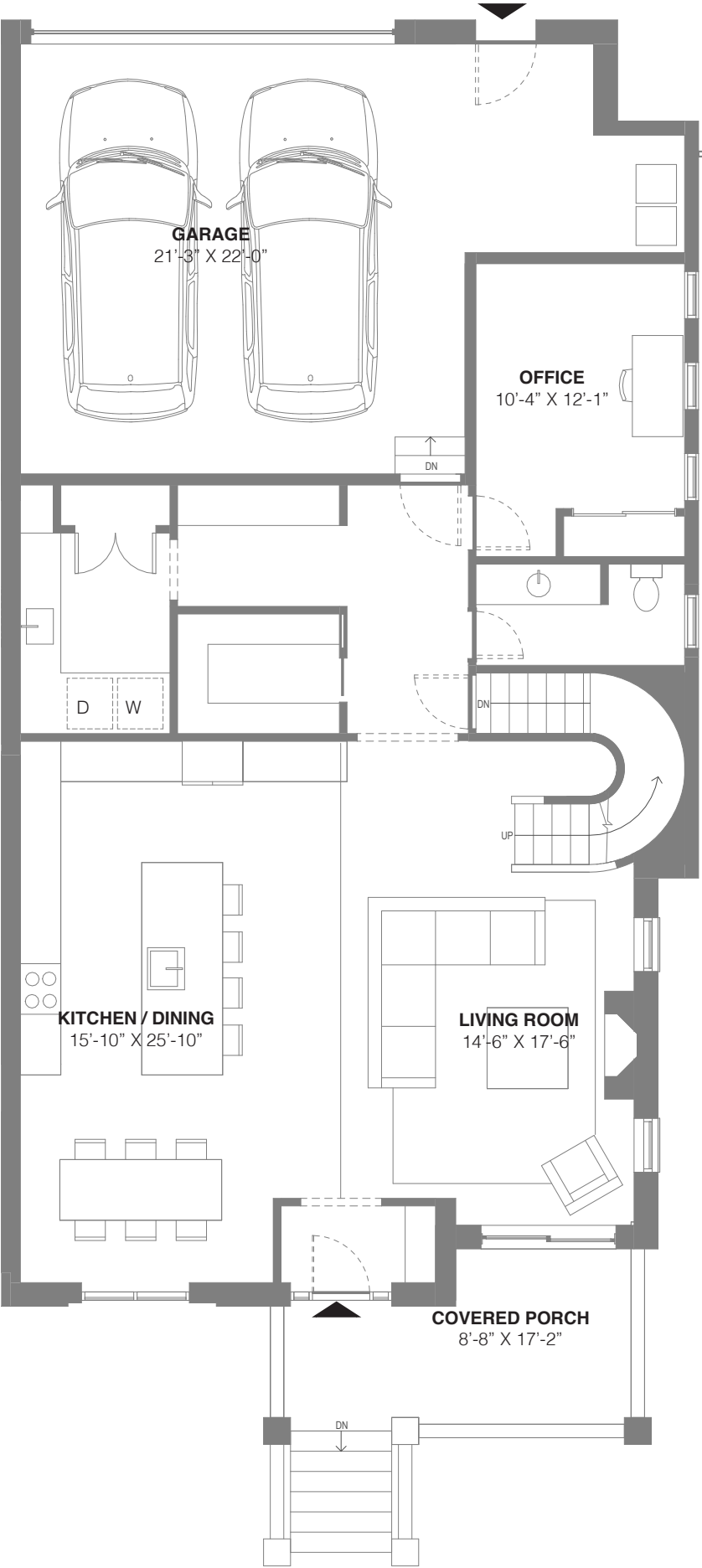
LOTS 1 THROUGH 15 - 1.125 ACRES
RESERVE - 0.798 ACRE

NOTE: THE GENERAL UTILITY AND INGRESS/EGRESS EASEMENT AS DESIGNATED ON THIS PLAT FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF ALL PUBLIC AND QUASI-PUBLIC UTILITIES ABOVE AND BENEATH THE SURFACE OF THE GROUND AND WHERE NECESSARY FOR THE CONSTRUCTION, OPERATION, AND MAINTNANCE OF SERVICE CONNECTIONS TO ALL ADJACENT LOTS. SAID EASEMENT GRANTS A NON-EXCLUSIVE RIGHT OF WAY AND EASEMENT FOR INGRESS AND EGRESS IN AND OVER THE DESIGNATED AREAS TO THE OWNERS OF THE FEE SIMPLE TITLE TO LOTS 1 THROUGH 15, INCLUSIVE AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TOGETHER WITH POLICE, FIRE, EMERGENCY AND ANY OTHER PUBLIC AND QUASI-PUBLIC SERVICE PROVIDERS OF THE CITY OF UPPER ARLINGTON AND THE COUNTY OF FRANKLIN, OHIO TO AND FROM THE PUBLICLY DEDICATED STREETS KNOWN AS FISHINGER BOULEVARD AND FAIRLINGTON DRIVE.



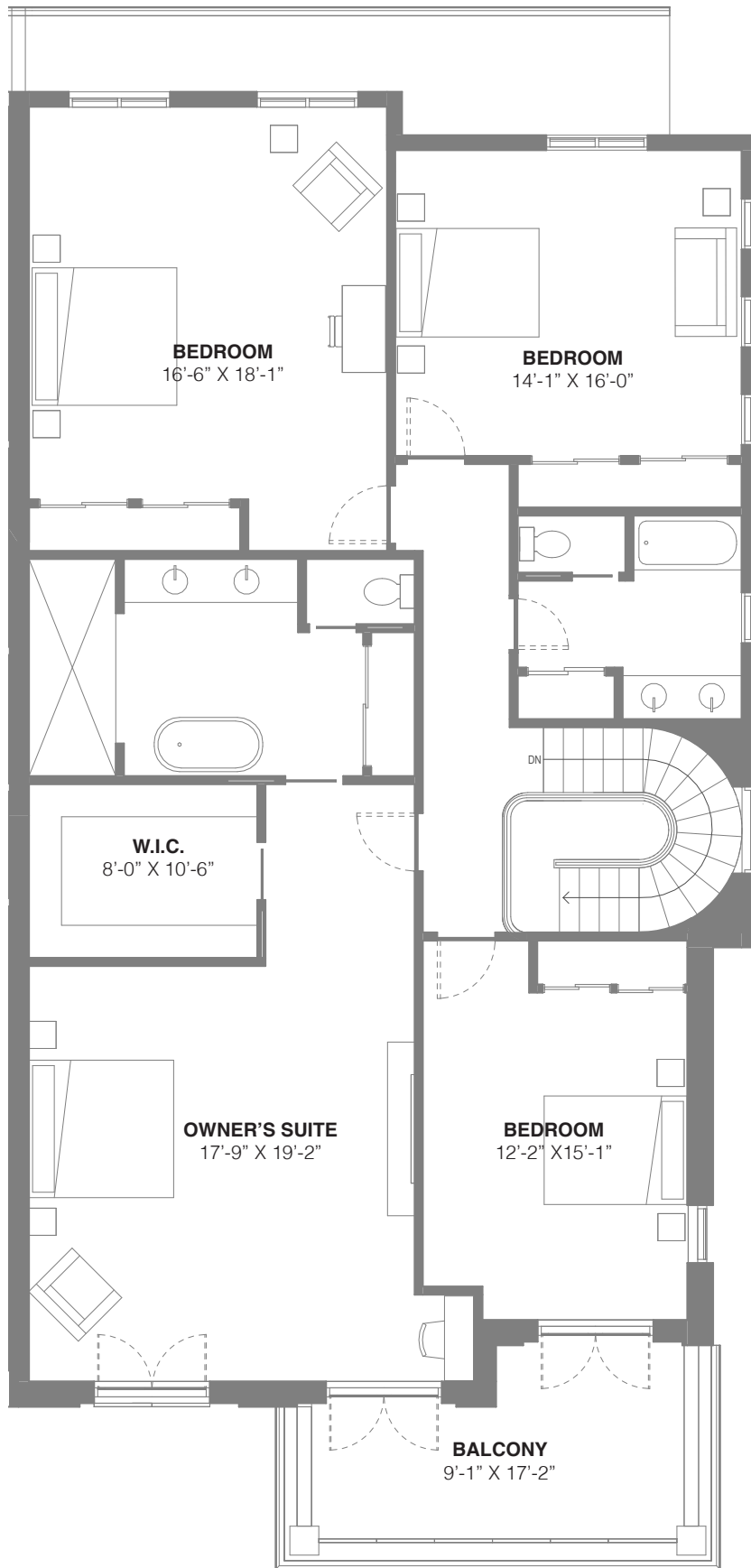
The Revival
Basement Floor Plan

1,495 basement sq.ft.

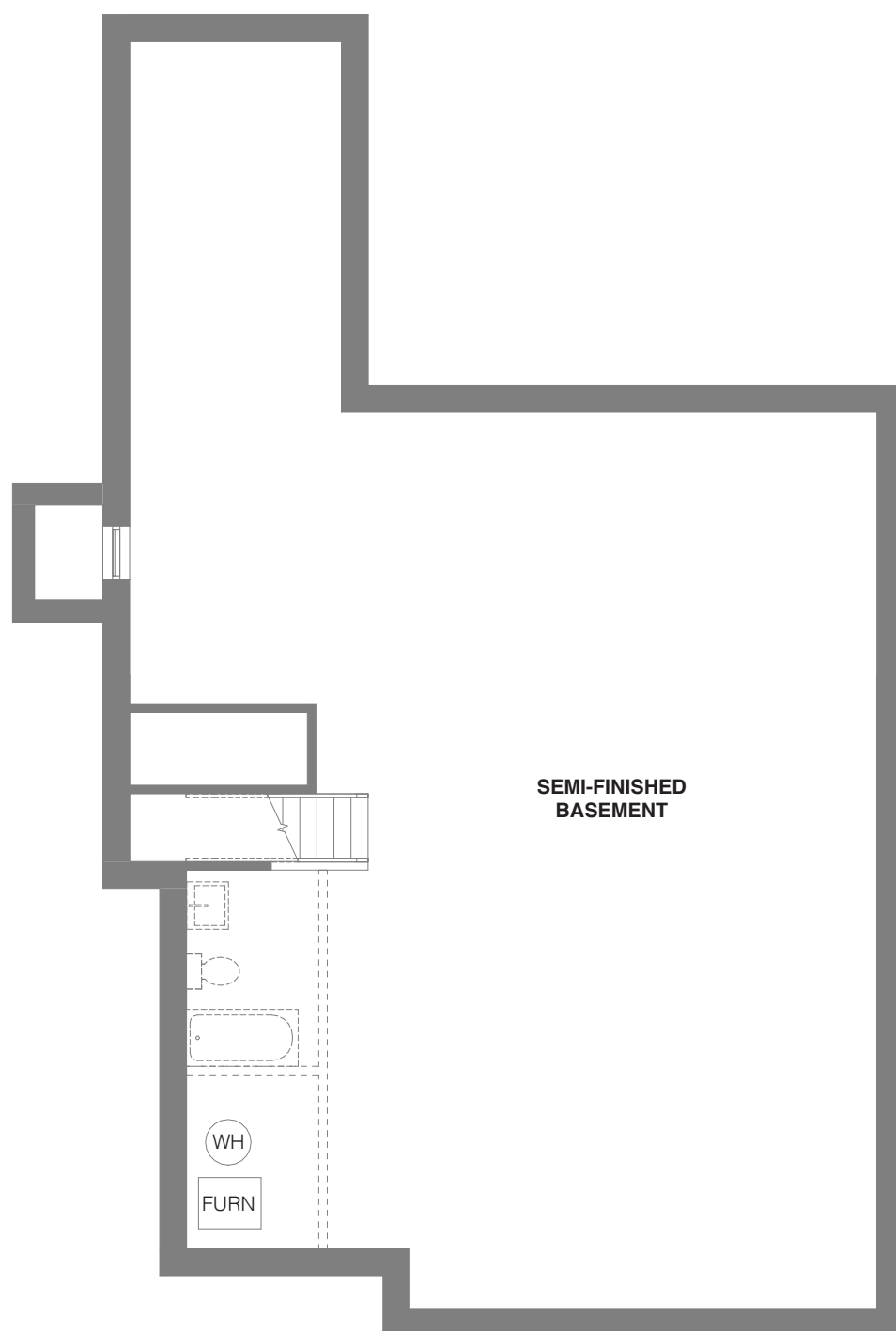


The Revival
First Floor Plan

3,387 Total sq.ft.



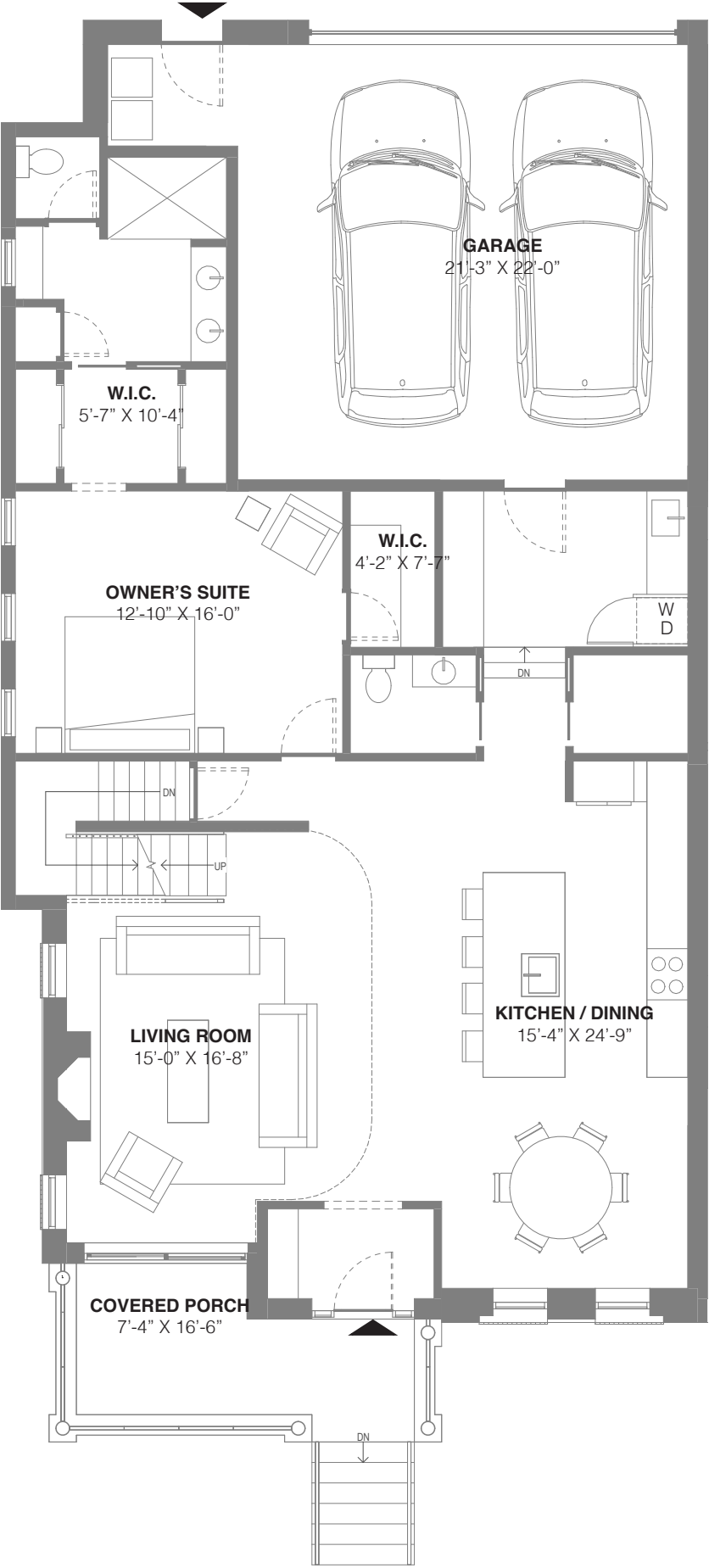
The Revival
Second Floor Plan



The Thompson

Basement Floor Plan

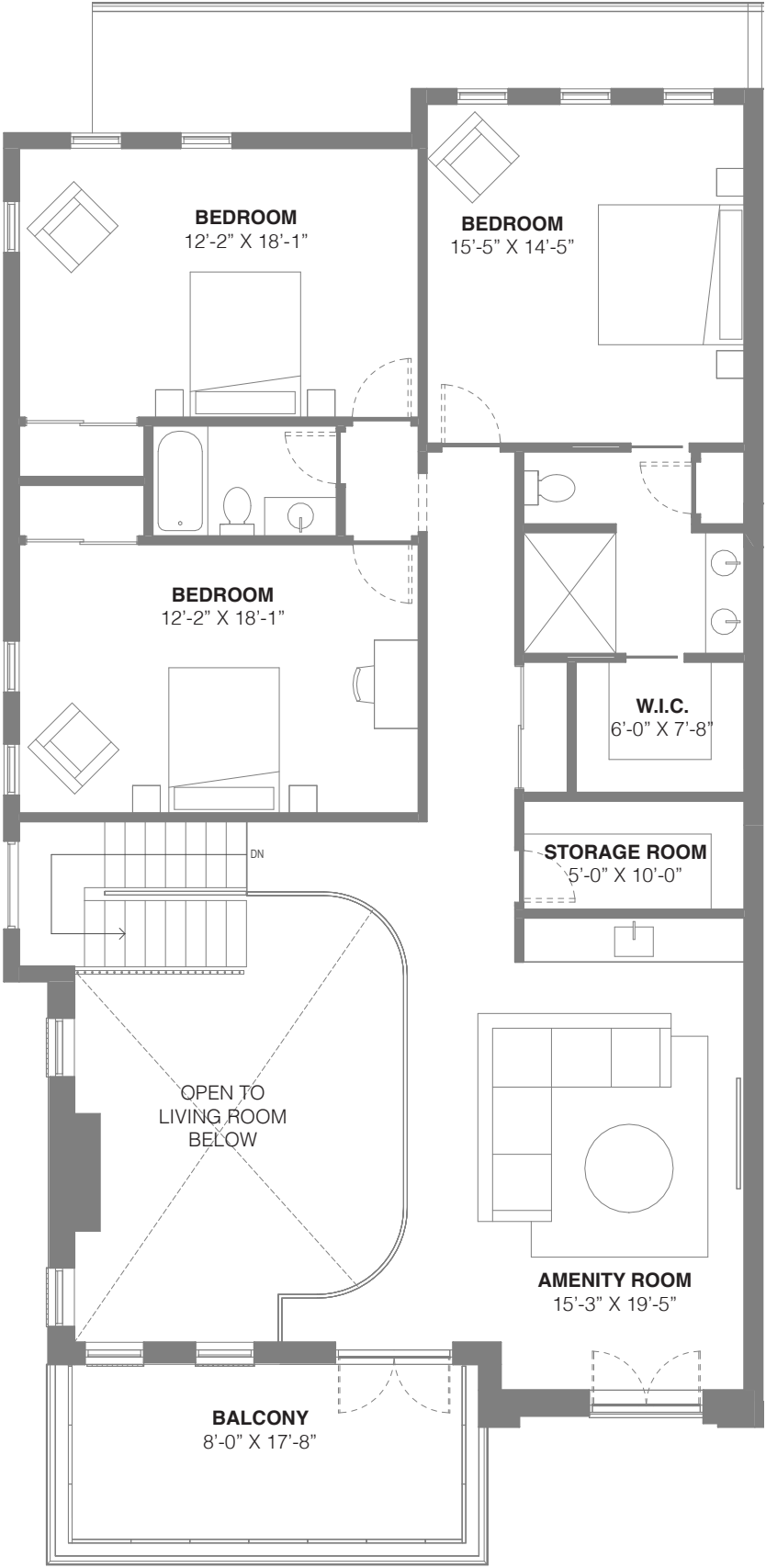
1,470 Basement sq.ft.



The Thompson

First Floor Plan

3,094 Total sq.ft.



The Thompson
Second Floor Plan

