



Zoning & Subdivision Committee

Tuesday, April 9, 2013 1:30 pm

Start Time: \_\_\_\_\_

- Minutes from last meeting of March 14, 2013

1<sup>st</sup>: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

1. Review of Jerome Village GPN-1 Preliminary Plat (Union County) - Staff Report by Jenny Snapp
2. Review of Reserve at New California Preliminary Plat (Union County) – Staff Report by Jenny Snapp
3. Review of Parcel Amendment , Jerome Township (Union County) - Rezoning of 10.7 Acres located at 8376 Mitchell Dewitt Road from U-1 Rural Undeveloped to PUD Planned Unit Development – Staff Report by Wes Dodds
4. Review of Text Amendment, Millcreek Township (Union County) - Review of Article XI Signs– Staff Report by Wes Dodds
5. Review of Text Amendment, Salem Township (Champaign County) – Review of Official Schedule of District Regulations – Staff Report by Wes Dodds

- Adjourn End Time: \_\_\_\_\_

1<sup>st</sup>: \_\_\_\_\_ 2<sup>nd</sup>: \_\_\_\_\_

Members:

Scott Coleman – Logan County Engineer  
Greg DeLong – Marysville Planning  
Charles Hall – Union County Commissioner  
Jeff Stauch – Union County Engineer  
Paul Hammersmith – Dublin Engineer  
Steve McCall – Champaign County Engineer  
Brad Bodenmiller – Urbana Zoning  
Robert A. Yoder – North Lewisburg Administrator  
Joel Kranenburg- Village of Russells Point  
Jenny Snapp – LUC  
Wes Dodds – LUC  
Heather Martin – LUC

Guests:

9676 E. Foundry St, PO Box 219  
East Liberty, Ohio 43319

• Phone: 937-666-3431 • Fax: 937-666-6203  
• Email: [luc-rpc@lucplanning.com](mailto:luc-rpc@lucplanning.com) • Web: [www.lucplanning.com](http://www.lucplanning.com)



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## STAFF REPORT

FOR CONSIDERATION BY LUC REGIONAL PLANNING COMMISSION EXECUTIVE  
COMMITTEE  
April 11, 2013

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### JEROME VILLAGE GPN - 1 (GLACIER PARK NEIGHBORHOOD SECTION 1) PRELIMINARY PLAT

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**APPLICANT:** Jerome Village Company LLC  
ATTN: Gary Nuss  
375 North Front Street, Suite 200  
Columbus, OH 43215  
Phone 614-857-2334  
nussg@nationwide.com

*Other Contacts:*

Terrain Evolution  
ATTN: Thom Ries & Justin Wollenberg  
720 East Broad Street, Suite 203  
Columbus, OH 43215  
Phone 614-385-1085  
tries@terrainevolution.com & jwollenberg@terrainevolution.com

**REQUEST:** Approval of the Jerome Village Glacier Park Neighborhood Section 1 Preliminary Plat in Jerome Township, Union County

**LOCATION:** Located on Wells Road, east of Bell Road and west of Jerome Road, in Jerome Township, Union County.

**STAFF ANALYSIS:** This Preliminary Plat is for the Jerome Village Glacier Park Neighborhood Section 1 (GPN 1). Jerome Village GPN 1 is proposed to have a total of 12.815 Acres with 14 lots. This section will contain 4.356 Acres of open space. The proposed method of supplying water is through the City of Marysville Public Water System and sanitary sewer service is through Jerome Village Collection and Marysville Treatment.



# Logan-Union-Champaign regional planning commission

Director: Jenny R. Snapp

- **Union County Engineer's Office**
  - Per the attached review letter dated April 4, 2013, the Union County Engineer's Office recommends that the Preliminary Plat be approved with the condition that all comments outlined in the attached review are incorporated into the Construction Drawings and Final Plat. Specific comments for incorporation are below:
    - A number of technical items are outlined in the attached review for incorporation.
    - All comments regarding the Master Deed Declarations and Restrictions were commented on in previous Jerome Village pod submittals. The Master Deed Declaration and Restrictions will be required to match the previously approved pod language unless otherwise requested.
- **Union County Commissioners Office**
  - No comments from the Union County Commissioners as of April 5, 2013.
- **Union County Soil & Water Conservation District**
  - Comments incorporated with Union County Engineer comments above.
- **Union County Health Department**
  - No comments as of April 5, 2013. However, the Health Department has consistently provided the following comments:
    1. The Health Department recommends that all efforts be made to provide a point of connection (easements and/or service lines) to both water and sewer to any adjacent home, business, or other facility being serviced by private systems.
    2. Further, any home or business that is currently being serviced by a private sewage treatment system and ends up being within 200 feet of a sanitary sewer easement should be brought to the Health Department's attention.
- **City of Marysville**
  - Per the email attached dated April 4, 2013, the City of Marysville's only comment is for the developer to ensure that the proposed waterline located within GPN - 1 matches the previous conversations regarding the overall City Master Plan for this area.
- **Jerome Township**
  - No comments as of April 5, 2013.

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East Liberty, Ohio 43319

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# Logan-Union-Champaign regional planning commission

Director: Jenny R. Snapp

- **ODOT District 6**
  - As of April 5, 2013, no comments from ODOT District 6.
- **Union Rural Electric/URE**
  - No comments as of April 5, 2013.
- **LUC Regional Planning Commission**
  - Confirmation of approval of conformance to Township zoning needs to be forwarded to LUC prior to Final Plat Approval. A letter from Jerome Township confirming that the subdivision conforms to Township zoning shall be submitted.
  - In accordance with the Union County Engineer's comments, a ditch petition will be required to be prepared and executed between the Developer and County prior to submittal of the final plat.
  - All bonds and/or letters of credit shall be submitted and approved prior to submittal of the final plat.

## STAFF RECOMMENDATIONS:

- Staff recommends **APPROVAL** of the Jerome Village Glacier Park Neighborhood Section 1 Preliminary Plat with the condition that all comments from LUC and reviewing agencies must be incorporated into Construction Drawings and the Final Plat. The developer shall ensure that prior to Final Plat submittal, all requirements and items outlined in the Union County Subdivision Regulations are incorporated in the Final Plat *prior* to submittal.

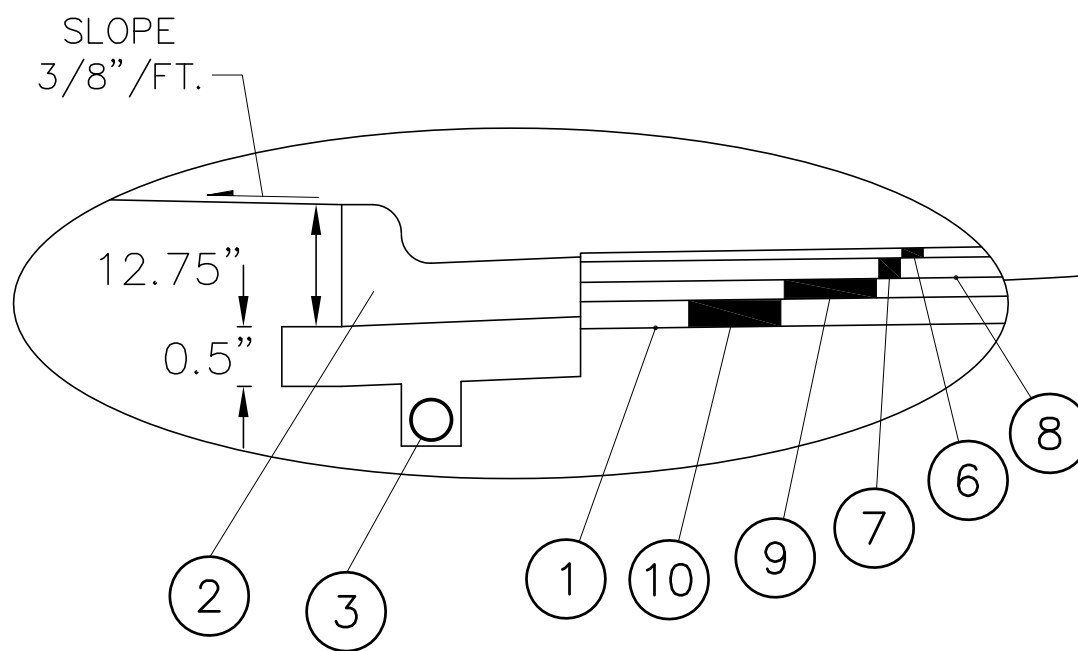
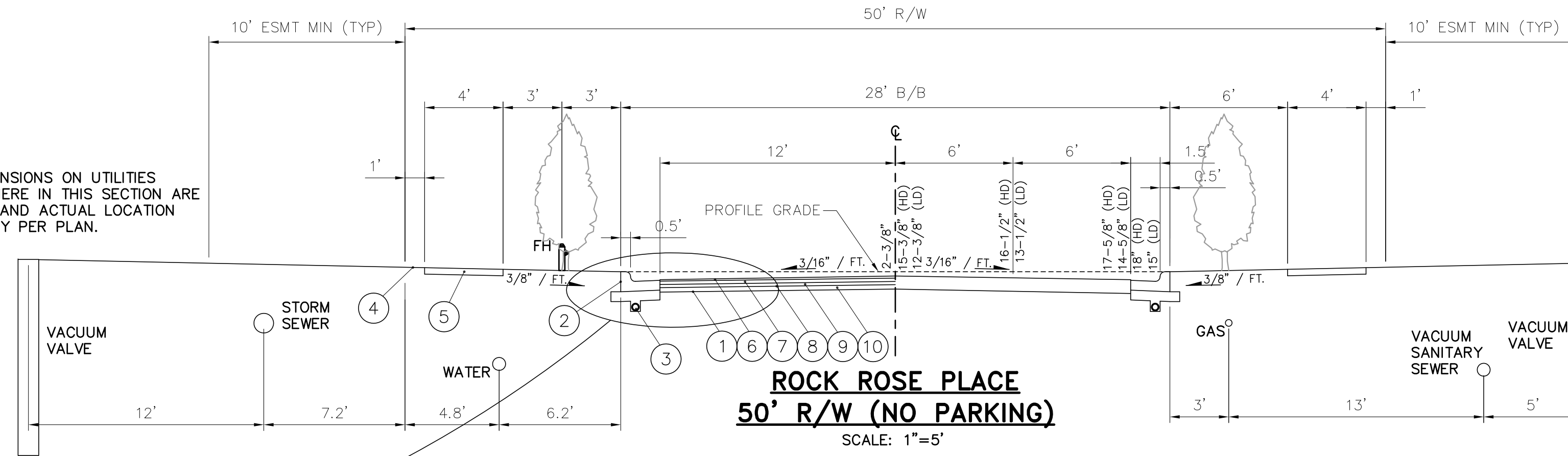
## ZONING & SUBDIVISION COMMITTEE RECOMMENDATIONS:





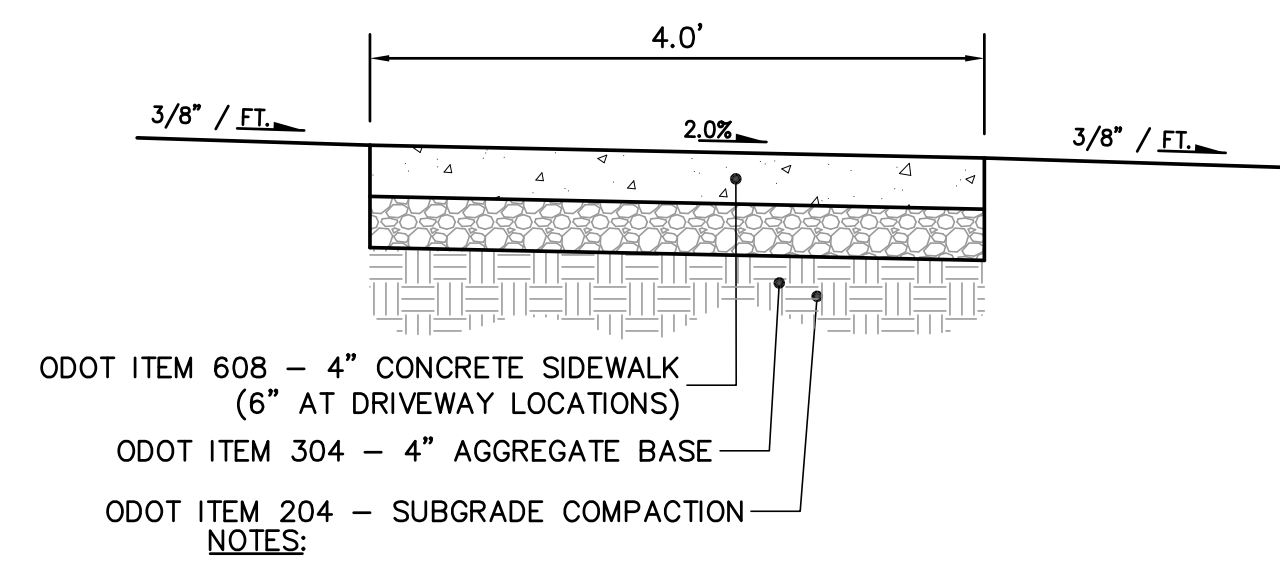


ALL DIMENSIONS ON UTILITIES SHOWN HERE IN THIS SECTION ARE TYPICAL AND ACTUAL LOCATION MAY VARY PER PLAN.



ROCK ROSE PLACE

- |  |                                |
|--|--------------------------------|
| ① ITEM 204, SUBGRADE                                 | ⑥ 1.25" OF 448-TYPE 1          |
| ② ITEM 609, STANDARD CONCRETE COMBINED CURB & GUTTER | ⑦ 1.75" OF 448-TYPE 2          |
| ③ ITEM 605, 4" PIPE UNDERDRAIN W/NO.8 OR NO.57 STONE | ⑧ 408 PRIME COAT @ 0.50 GAL/SY |
| ④ ITEM 659, SEEDING & MULCHING                       | ⑨ 3" OF 301                    |
| ⑤ ITEM 608, 4" CONCRETE SIDEWALK                     | ⑩ 4" OF 304                    |
|  | SN = 2.66                      |



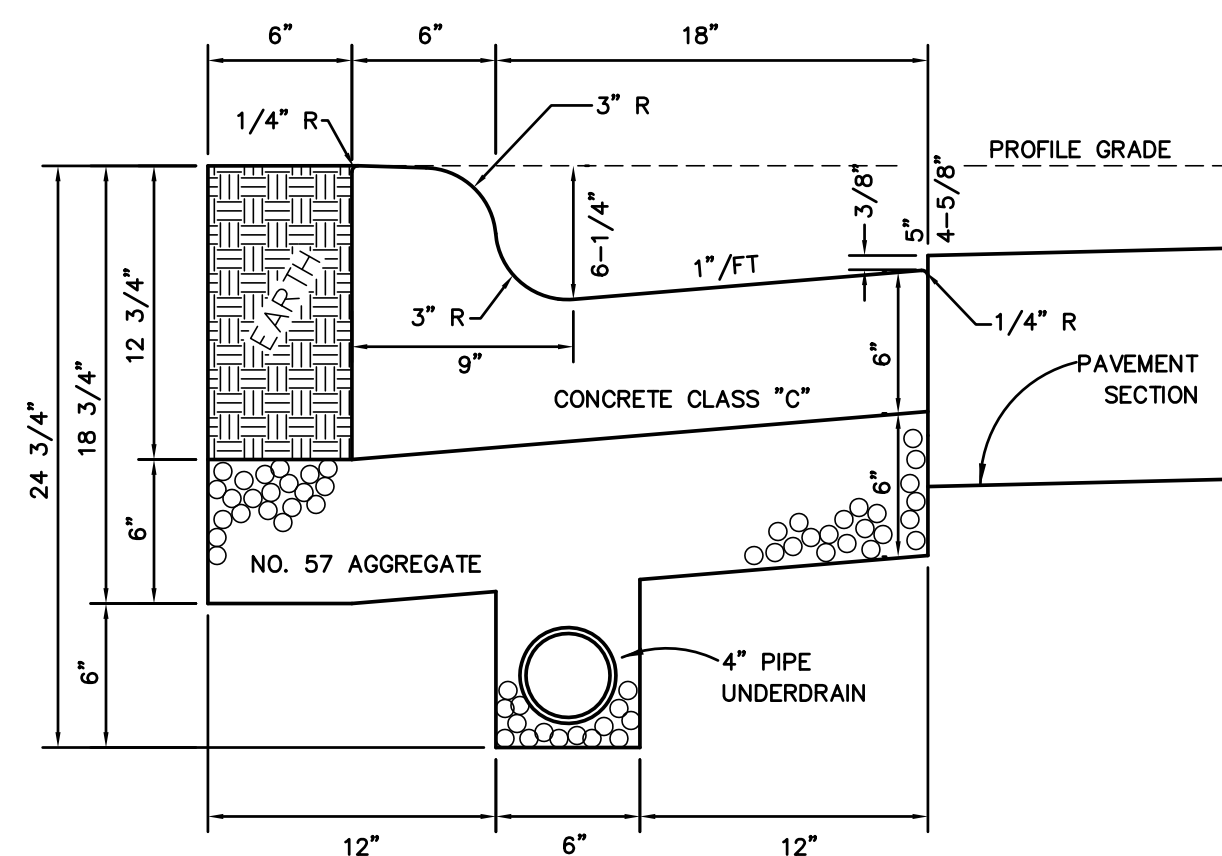
- ODOT ITEM 608 - 4" CONCRETE SIDEWALK (6" AT DRIVEWAY LOCATIONS)
- ODOT ITEM 304 - 4" AGGREGATE BASE
- ODOT ITEM 204 - SUBGRADE COMPACTION

NOTES:

- LIGHT BROOM FINISH, PERPENDICULAR TO DIRECTION OF TRAVEL
- HAND-TOOLED, 3/4" DEEP JOINT EVERY 5.0' W/ 4" TOOL (RETRACED)
- EDGES TO BE HAND-TOOLED W/ 4" TOOL (RETRACED)
- EXPANSION JOINT EVERY 5TH BLOCK (25.0')

**CONCRETE SIDEWALK**

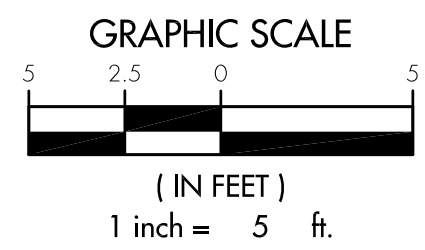
NOT TO SCALE



NOTE: CLASS "C" CONCRETE, 6 1/2 BAG MIX, 7 TO 9% AIR ENTRAINMENT

**STANDARD CONCRETE COMBINED CURB & GUTTER UNION COUNTY STD. DWG. #7**

NOT TO SCALE



APPROVALS	BY	DATE

SHEET NO.	DESCRIPTION OF CHANGE

**TerrainEvolution**  
*Your bridge between Vision and Success*  
 720 East Broad Street | Suite 203 | Columbus, OH 43215  
 P: 614.385.1090 | F: 614.385.1055 | E: info@terrainevolution.com

JEROME TOWNSHIP, UNION COUNTY, OHIO  
**JEROME VILLAGE**  
 GLACIER PARK NEIGHBORHOOD  
 SECTIONS & DETAILS  
 NOT FOR CONSTRUCTION

DRAWING SET STATUS:

- PRELIMINARY ENGINEERING SET
- AGENCY REVIEW SET
- CONSTRUCTION DOCUMENT SET
- AS-BUILT DOCUMENT SET

DESIGN	DRAFT	CHECK
JPW	DAJ	TBR

PROJECT NO.: 13-003  
 DATE: MARCH, 2013  
 SCALE: HORIZONTAL: 1" = 5'  
 VERTICAL: N/A

SHEET NO.: 2/9





























# TRAFFIC ENGINEERING SERVICES, INC.

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

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January 24, 2013

Mr. Jeff Stauch, P.E., P.S.  
Union County Engineer's Office  
233 W. Sixth St.  
Marysville, OH 43040

Re: Jerome Village - Jerome Road Intersections Status

Dear Jeff:

Please consider this letter a summary of the evaluation of the Jerome Road intersections with Wells Road (aligned), Ryan Parkway, and Brock Road. The following is the result of the *Jerome Village Traffic Impact Study (JV TIS)* dated 2/2007 for mitigation of the 2022 'Build' traffic at the intersections:

#50 - Jerome Road & Brock Rd.

- Install Traffic Signal

#57 - Jerome Road & Street B (Ryan Parkway)

- Add northbound left turn lane - 225'
- Add southbound right turn lane – 225'

#60 - Jerome Road & Wells Rd./Wells Rd. (Potential)

- Install Traffic Signal

This evaluation centers on whether the improvements listed would be needed with the development of GPN-1, GPN-2, GPN-3, GPN-6, & GPN-7.

## BACKGROUND VOLUME

Based on the *JV TIS*, there is not any non Jerome Village growth in traffic in this segment of Jerome Road. Furthermore, a 2012 count taken on Jerome Road north of Scioto Road does not indicate any substantial growth since the counts for the *JV TIS* were taken. Therefore, the assumption is the existing counts taken for the *JV TIS* are still valid as the "existing" traffic.

## SITE GENERATED TRAFFIC

The site traffic for these engineered pods was initially computed in the *JV TIS*. These were refined in Mini-TIS's. For this analysis, the site generated traffic from these pods was refined further with the unit count. Trip generation was computed using *Trip Generation 9<sup>th</sup> Edition* published by ITE. Table 1 shows a summary of the trip generation calculations for the engineered pods. This site traffic was assigned to the network with the same general distribution as the *JV TIS*.

### EXISTING PLUS SITE TRAFFIC

The traffic generated by the engineered pods was added to the existing volumes at these intersections. Figures 1 and 2 show the AM and PM Existing + GPN 1 2 3 6 7 traffic.

### SIGNAL WARRANT ANALYSIS

Signal warrant analyses were performed at the intersections of Jerome Road & Brock Road and Jerome Road & Wells Road for the existing + GPN 1 2 3 6 7 condition. There are a total of 9 warrants in the *Ohio Manual of Uniform Traffic Control Devices, 2012 Edition (OMUTCD)*. If any of these are met, a signal is “warranted.” If a signal is warranted, it means it is above the minimum level that a signal is desirable and may or may not be recommended for installation. A listing of the 9 warrants follows:

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

For the warrants requiring volume data, the *OMUTCD* specifies two levels of volume criteria depending on the 85th percentile speed and the population of the municipality. The volumes necessary are lower for speeds greater than 40 MPH or for communities with a population less than 10,000. For the higher speed or lower population criteria, traffic volumes required to meet the warrants are a percentage of the volumes required for a lower speed or high population community. When speed data is not collected as part of the study, it is common practice to use the speed limit which is 45-50 MPH.

It was necessary to assume an hourly distribution through the day of the site traffic. The site traffic was distributed based on the daily traffic and an hourly distribution from a count in a residential area. An exhibit showing the daily traffic and the daily hourly distribution worksheets are attached.

The *OMUTCD* states under “guidance” that engineering judgment should be used to determine what portion of the right-turn vehicles from the minor street approach should be deducted in the analysis. The right turn reduction was calculated per the method in Section 402-5 the *Traffic Engineering Manual* published by ODOT with the exception that all of the approach volume was used in the analysis. The computations for the right turn reductions are also attached.

The results show that the Eight Hour Signal Warrant is not met at either Jerome Road & Brock Road or Jerome Road & Wells Road. The warrant worksheets are attached.

### TURN LANE WARRANT ANALYSIS

The procedure to determine whether turn lanes are warranted is according to the *State Highway Access Management Manual (AMM)* published by the Ohio Department of Transportation (ODOT). There are different criteria for turn lane warrants depending on whether or not the speed is above 40 MPH. According to the ODOT *L&D Manual*, turn lane warrants only apply to unsignalized free flow approaches. Therefore, based on the recommended traffic control in the *JV TIS*, turn lane warrants would only apply at

Jerome Road & Ryan Parkway. The results of the turn lane warrant analysis show that turn lanes are not warranted at the intersection of Jerome Road & Ryan Parkway for the Existing + GPN 1 2 3 6 7 condition. The graphs from the *AMM* are attached.

CONCLUSIONS

The results show that the improvements identified in the *JV TIS* would not be needed for the current level of development.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd J. Stanhope". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Todd J. Stanhope, P.E., PTOE

Traffic Study Subarea	Land Use	Time of Day	Data Set from Trip Generation	Override with Average	Regression Equation from Trip Generation	Total Trips	Entering		Exiting	
							%	Total Trips	%	Total Trips
12: GPN-1	Single-Family Detached Housing (ITE Code #210) Ind. Variable (X) = 14.0 Dwelling Units	Daily	Weekday		Average Rate= 9.52	133	50%	67	50%	66
		AM Peak	Peak Hour of Adj. Street Traffic, One Hour between 7 & 9 AM		Average Rate= 0.75	11	25%	3	75%	8
		PM Peak	Peak Hour of Adj. Street Traffic, One Hour between 4 & 6 PM		Average Rate= 1.00	14	63%	9	37%	5
13: GPN-2	Single-Family Detached Housing (ITE Code #210) Ind. Variable (X) = 130.0 Dwelling Units	Daily	Weekday		Average Rate= 9.52	1238	50%	619	50%	619
		AM Peak	Peak Hour of Adj. Street Traffic, One Hour between 7 & 9 AM		Average Rate= 0.75	98	25%	25	75%	73
		PM Peak	Peak Hour of Adj. Street Traffic, One Hour between 4 & 6 PM		Average Rate= 1.00	130	63%	82	37%	48
14: GPN-3	Single-Family Detached Housing (ITE Code #210) Ind. Variable (X) = 119.0 Dwelling Units	Daily	Weekday		Average Rate= 9.52	1133	50%	567	50%	566
		AM Peak	Peak Hour of Adj. Street Traffic, One Hour between 7 & 9 AM		Average Rate= 0.75	89	25%	22	75%	67
		PM Peak	Peak Hour of Adj. Street Traffic, One Hour between 4 & 6 PM		Average Rate= 1.00	119	63%	75	37%	44
17: GPN-6	Single-Family Detached Housing (ITE Code #210) Ind. Variable (X) = 60.0 Dwelling Units	Daily	Weekday		Average Rate= 9.52	571	50%	286	50%	285
		AM Peak	Peak Hour of Adj. Street Traffic, One Hour between 7 & 9 AM		Average Rate= 0.75	45	25%	11	75%	34
		PM Peak	Peak Hour of Adj. Street Traffic, One Hour between 4 & 6 PM		Average Rate= 1.00	60	63%	38	37%	22
18: GPN-7	Single-Family Detached Housing (ITE Code #210) Ind. Variable (X) = 130.0 Dwelling Units	Daily	Weekday		Average Rate= 9.52	1238	50%	619	50%	619
		AM Peak	Peak Hour of Adj. Street Traffic, One Hour between 7 & 9 AM		Average Rate= 0.75	98	25%	25	75%	73
		PM Peak	Peak Hour of Adj. Street Traffic, One Hour between 4 & 6 PM		Average Rate= 1.00	130	63%	82	37%	48
<b>TOTALS</b>		<b>Daily</b>				<b>4313</b>		<b>2158</b>		<b>2155</b>
		<b>AM Peak</b>				<b>341</b>		<b>86</b>		<b>255</b>
		<b>PM Peak</b>				<b>453</b>		<b>286</b>		<b>167</b>

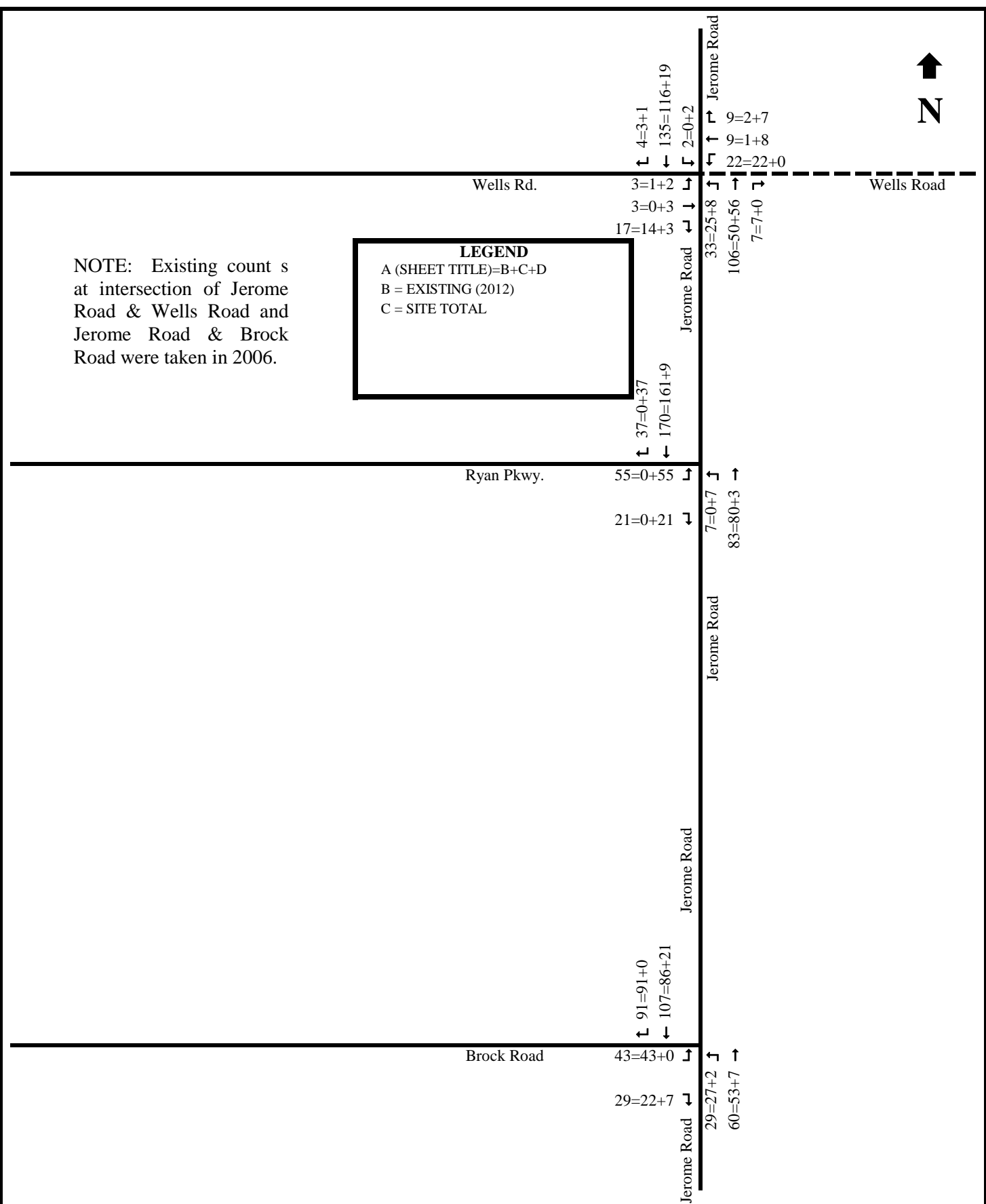
TABLE 1 - GPN-1 2 3 6 7 SITE TRIP GENERATION SUMMARY



NOTE: Existing counts at intersection of Jerome Road & Wells Road and Jerome Road & Brock Road were taken in 2006.

**LEGEND**

A (SHEET TITLE)=B+C+D  
 B = EXISTING (2012)  
 C = SITE TOTAL



**JEROME ROAD INTERSECTION STATUS EVALUATION**

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

1/2013

**FIGURE 1**

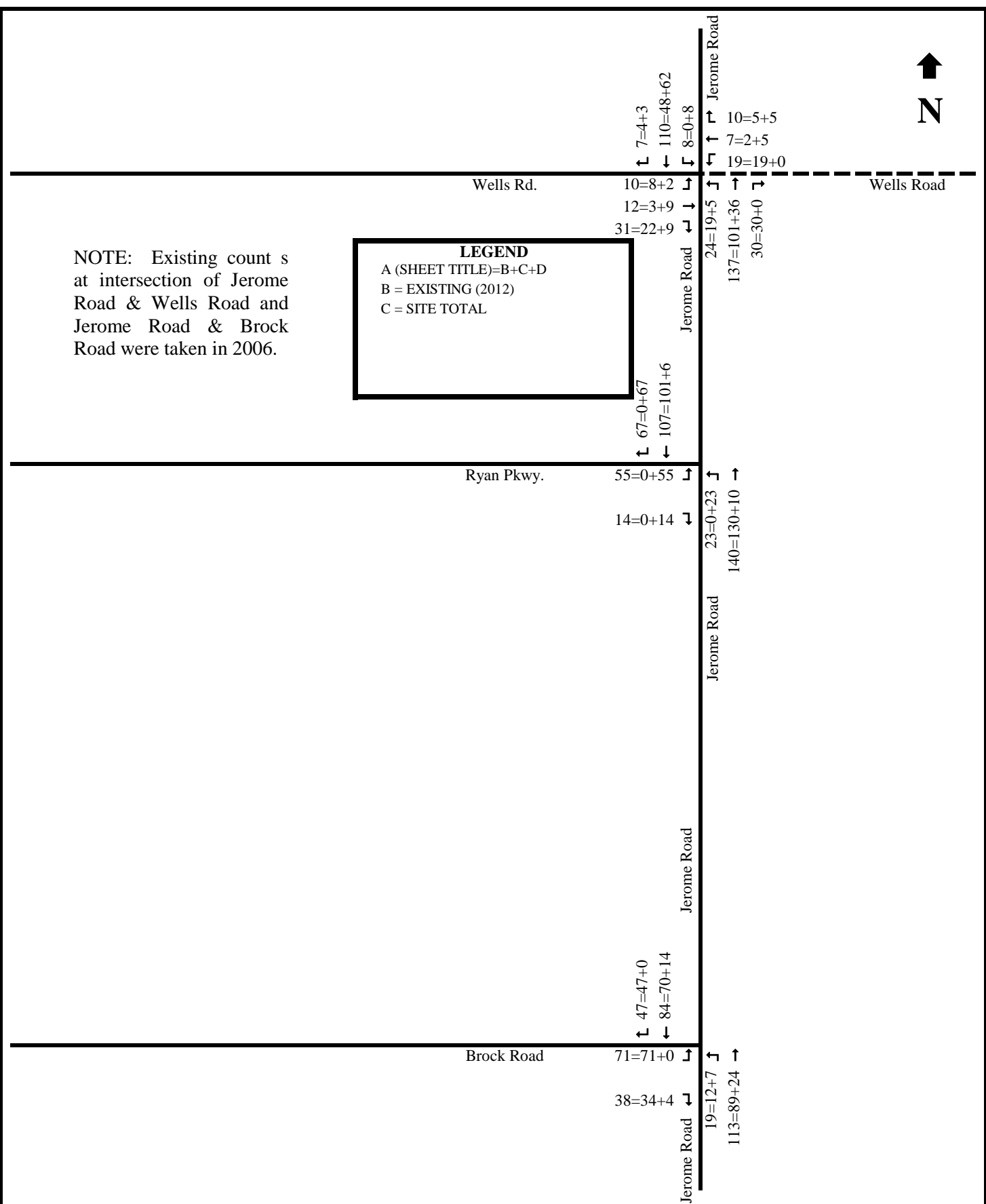
EXISTING + GPN-1 2 3 6 7 SITE TRAFFIC (2012) - AM PEAK



NOTE: Existing counts at intersection of Jerome Road & Wells Road and Jerome Road & Brock Road were taken in 2006.

**LEGEND**

A (SHEET TITLE)=B+C+D  
 B = EXISTING (2012)  
 C = SITE TOTAL



**JEROME ROAD INTERSECTION STATUS EVALUATION**

PREPARED BY:  1/2013

**FIGURE 2**

EXISTING + GPN-1 2 3 6 7 SITE TRAFFIC (2012) - PM PEAK

Traffic Engineering Services, Inc  
742 Radio Drive  
Lewis Center, Oh 43035

Description 1: Jerome Rd  
Description 2: North of Scioto Rd  
Description 3: Counhter 18

Site: 000000000000  
Date: 9/10/2012  
Monday

24 Hour Volume

Interval Begin	SB	NB	Combined
12:00 PM	116	82	198
1:00 PM	93	62	155
2:00 PM	97	71	168
3:00 PM	82	96	178
4:00 PM	85	114	199
5:00 PM	101	130	231
6:00 PM	82	82	164
7:00 PM	46	75	121
8:00 PM	40	42	82
9:00 PM	18	32	50
10:00 PM	6	17	23
11:00 PM	5	2	7
9/11/2012			
12:00 AM	1	2	3
1:00 AM	0	1	1
2:00 AM	1	0	1
3:00 AM	3	1	4
4:00 AM	4	2	6
5:00 AM	13	4	17
6:00 AM	46	29	75
7:00 AM	161	80	241
8:00 AM	121	77	198
9:00 AM	96	70	166
10:00 AM	77	37	114
11:00 AM	94	56	150
<hr/>			
Totals	1388 54.4 %	1164 45.6 %	2552
<u>Peak Hours</u>			
12:00 AM -			
12:00 PM	7:00 AM	7:30 AM	7:15 AM
Volume	161	98	257
Factor	0.63	0.79	0.78
12:00 PM -			
12:00 AM	12:00 PM	4:45 PM	4:45 PM
Volume	116	142	233
Factor	0.88	0.87	0.88



Traffic Engineering Services, Inc  
 742 Radio Drive  
 Lewis Center, Oh 43035

Description 1: Wells Rd  
 Description 2: East of Jerome Rd  
 Description 3: Counter 21

Site: 000000000000  
 Date: 9/10/2012  
 Monday

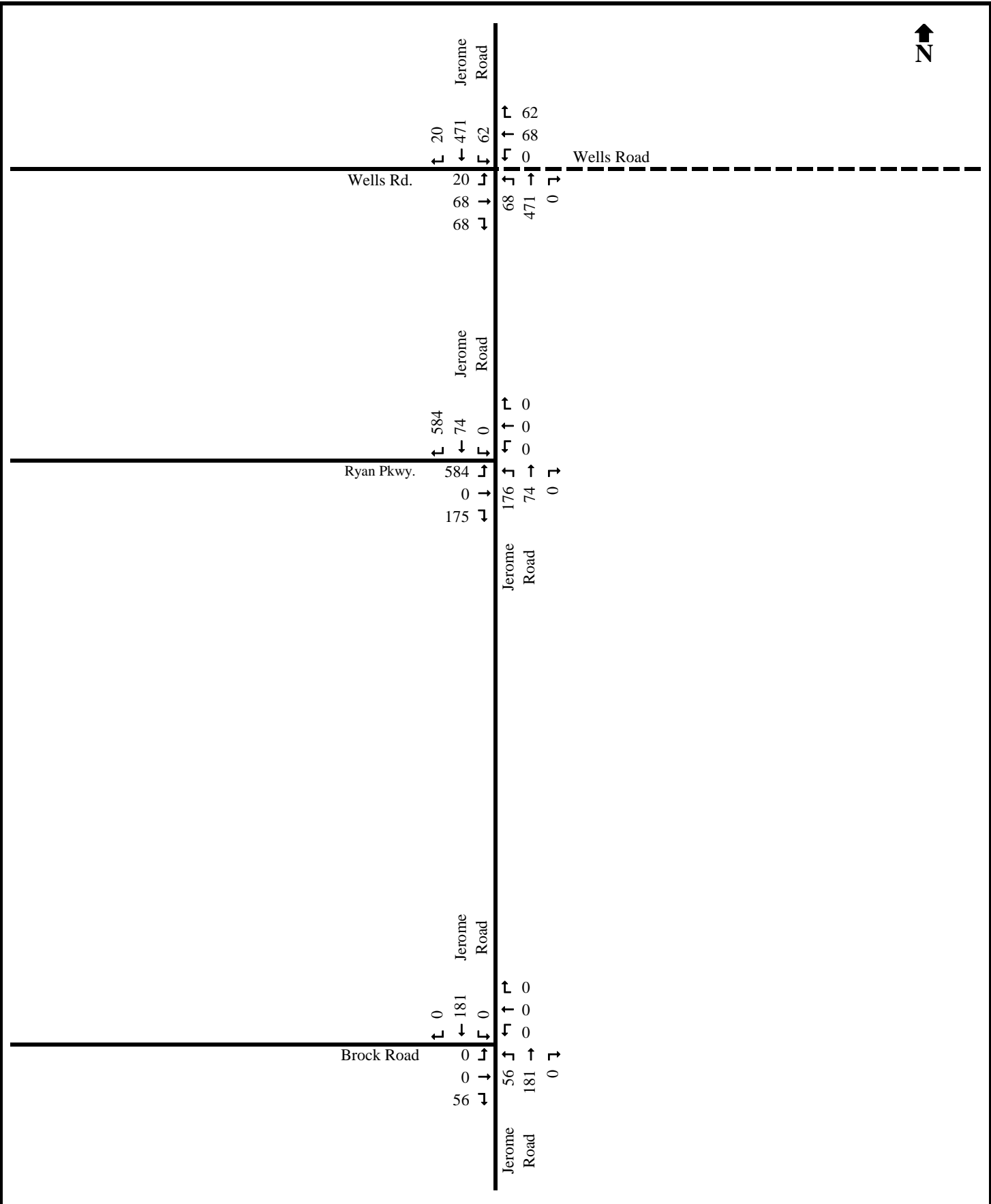
24 Hour Volume

Interval Begin	WB	EB	Combined
1:00 PM	12	6	18
2:00 PM	13	13	26
3:00 PM	12	10	22
4:00 PM	21	18	39
5:00 PM	22	20	42
6:00 PM	12	14	26
7:00 PM	10	20	30
8:00 PM	2	9	11
9:00 PM	1	7	8
10:00 PM	2	2	4
11:00 PM	0	0	0
9/11/2012			
12:00 AM	2	1	3
1:00 AM	0	1	1
2:00 AM	0	0	0
3:00 AM	0	0	0
4:00 AM	2	0	2
5:00 AM	4	1	5
6:00 AM	7	0	7
7:00 AM	29	10	39
8:00 AM	13	16	29
9:00 AM	7	8	15
10:00 AM	3	8	11
11:00 AM	11	13	24
12:00 PM	10	12	22
<hr/>			
Totals	195 50.8 %	189 49.2 %	384

Peak Hours

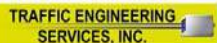
12:00 AM -			
12:00 PM	6:45 AM	7:45 AM	7:00 AM
Volume	30	16	39
Factor	0.68	0.50	0.70

12:00 PM -			
12:00 AM	3:30 PM	4:30 PM	5:00 PM
Volume	22	23	42
Factor	0.61	0.72	0.66



**JEROME ROAD INTERSECTION STATUS  
EVALUATION**

PREPARED BY:



1/2013

**APPENDIX**

GPN-1 2 3 6 7 SITE GENERATED TRAFFIC -  
DAILY

Time	Residential										TOTAL DAILY DISTRIBUTION							
	Locust Curve Drive - Delaware, Ohio																	
	Source:																	
	% of 24 Hour Entering (Weekday)		% of 24 Hour Exiting (Weekday)		Volume Entering (Weekday)				Volume Exiting (Weekday)				Volume					
				NB	SB	LT	EB	RT	NB	SB	LT	EB	RT	NB	SB	LT	EB	RT
000	0.2%	0.1%	237	0	0	0	0	0	0	181	0	0	0	237	181	0	0	56
100	0.3%	0.0%	1	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
200	0.5%	0.1%	1	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
300	0.2%	0.1%	1	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0
400	0.0%	0.3%	0	0	0	0	0	0	0	1	0	0	0	0	1	0	0	0
500	0.1%	1.5%	0	0	0	0	0	0	0	3	0	0	1	0	3	0	0	1
600	1.2%	5.7%	3	0	0	0	0	0	0	10	0	0	3	3	10	0	0	3
700	3.3%	13.5%	8	0	0	0	0	0	0	24	0	0	8	8	24	0	0	8
800	5.0%	9.5%	12	0	0	0	0	0	0	17	0	0	5	12	17	0	0	5
900	4.4%	6.4%	10	0	0	0	0	0	0	12	0	0	4	10	12	0	0	4
1000	4.6%	4.5%	11	0	0	0	0	0	0	8	0	0	3	11	8	0	0	3
1100	5.5%	5.2%	13	0	0	0	0	0	0	9	0	0	3	13	9	0	0	3
1200	5.4%	7.1%	13	0	0	0	0	0	0	13	0	0	4	13	13	0	0	4
1300	4.5%	4.6%	11	0	0	0	0	0	0	8	0	0	3	11	8	0	0	3
1400	5.3%	4.8%	13	0	0	0	0	0	0	9	0	0	3	13	9	0	0	3
1500	6.9%	4.9%	16	0	0	0	0	0	0	9	0	0	3	16	9	0	0	3
1600	7.4%	6.8%	18	0	0	0	0	0	0	12	0	0	4	18	12	0	0	4
1700	11.8%	6.7%	28	0	0	0	0	0	0	12	0	0	4	28	12	0	0	4
1800	8.7%	6.3%	21	0	0	0	0	0	0	11	0	0	4	21	11	0	0	4
1900	8.3%	4.8%	20	0	0	0	0	0	0	9	0	0	3	20	9	0	0	3
2000	7.9%	3.8%	19	0	0	0	0	0	0	7	0	0	2	19	7	0	0	2
2100	4.6%	2.0%	11	0	0	0	0	0	0	4	0	0	1	11	4	0	0	1
2200	2.8%	1.1%	7	0	0	0	0	0	0	2	0	0	1	7	2	0	0	1
2300	1.0%	0.1%	2	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0
<b>TOTAL</b>	<b>100.00%</b>	<b>100.0%</b>	<b>237</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>181</b>	<b>0</b>	<b>0</b>	<b>56</b>	<b>237</b>	<b>181</b>	<b>0</b>	<b>0</b>	<b>56</b>

TABLE - Daily Site Traffic Distribution--Jerome Road & Brock Road (Ref. #1)

Hour	EB										Calculation Parameters														Mainline Approach Volume per Lane SB	Mainline Congestion Factor	Adjusted Right Turn Reduction	Right Turn Reduction	Adjusted Minor Street Volume
	Lane Configuration = 1										Base Right Turn Reduction																		
	Left (L)	Thru (T)	Right (R)	(A) Total	0.7A	0.35A	3T	T/3	T+L	T+R	3R	3L	T/2	T/4	40%	40%	40%	40%	40%	40%	40%	40%	40%	40%					
6-7 AM	14	0	10	24	17	8	0	0	14	10	30	42	0	0	40%	56	0%	40%	4	20									
7-8 AM	44	0	29	73	51	25	0	0	44	29	87	131	0	0	40%	185	0%	40%	12	61									
8-9 AM	41	0	25	66	46	23	0	0	41	25	76	123	0	0	40%	138	0%	40%	10	56									
9-10 AM	38	0	22	60	42	21	0	0	38	22	66	113	0	0	40%	108	0%	40%	9	51									
10-11 AM	40	0	22	63	44	22	0	0	40	22	67	121	0	0	40%	85	0%	40%	9	54									
11-12 Noon	31	0	18	49	34	17	0	0	31	18	54	92	0	0	40%	103	0%	40%	7	42									
12-1 PM	37	0	22	59	41	21	0	0	37	22	66	111	0	0	40%	129	0%	40%	9	50									
1-2 PM	50	0	27	77	54	27	0	0	50	27	81	149	0	0	40%	101	0%	40%	11	66									
2-3 PM	34	0	20	54	38	19	0	0	34	20	59	103	0	0	40%	106	0%	40%	8	46									
3-4 PM	44	0	24	68	47	24	0	0	44	24	73	131	0	0	40%	91	0%	40%	10	58									
4-5 PM	57	0	32	89	62	31	0	0	57	32	96	171	0	0	40%	97	0%	40%	13	76									
5-6 PM	81	0	44	125	87	44	0	0	81	44	131	243	0	0	40%	113	0%	40%	17	107									
6-7 PM	44	0	25	70	49	24	0	0	44	25	76	133	0	0	40%	93	0%	40%	10	59									
7-8 PM	36	0	21	57	40	20	0	0	36	21	62	109	0	0	40%	55	0%	40%	8	48									
8-9 PM	19	0	11	30	21	11	0	0	19	11	34	56	0	0	40%	47	0%	40%	5	26									

TABLE - EB Right Reduction at Jerome Road & Brock Road (Ref. #1)

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

**Jerome Road & Brock Road**  
Existing + Cpn-1 2 3 6 7 Site Traffic (2012)

Speed Limit on Jerome Road: 45 MPH (Community Population >10,000)

CONDITION	# OF LANES	JEROME ROAD												BROCK ROAD						WARRANT #1 - CONDITION A		WARRANT #1 - CONDITION B	
		Existing			Growth			Site			Total			Existing		Growth		Site		Total		MAX 1-WAY	
		NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB	NB	SB
Warrant	1	29	46	0	0	3	10	32	56	88	185	273	88	21	0	3	-4	20	NO	NO	80%	100%	
	2	80	161	0	0	8	24	88	185	273	65	0	8	65	0	8	-12	61	NO	NO	100%	80%	
70% Warrant	1	77	121	0	0	12	17	89	138	227	61	0	5	61	0	5	-10	56	NO	NO	80%	100%	
	2	70	96	0	0	10	12	80	108	188	56	0	4	56	0	4	-9	51	NO	NO	100%	80%	
70% Warrant	1	37	77	0	0	11	8	48	85	133	60	0	3	60	0	3	-9	54	NO	NO	80%	100%	
	2	56	94	0	0	13	9	69	103	172	46	0	3	46	0	3	-7	42	NO	NO	100%	80%	
11-12 Noon	1	82	116	0	0	13	13	95	129	224	55	0	4	55	0	4	-9	50	NO	NO	80%	100%	
	2	62	93	0	0	11	8	73	101	174	74	0	3	74	0	3	-11	66	NO	NO	100%	80%	
1-2 PM	1	71	97	0	0	13	9	84	106	189	51	0	3	51	0	3	-8	46	NO	NO	80%	100%	
	2	96	82	0	0	16	9	112	91	203	65	0	3	65	0	3	-10	58	NO	NO	100%	80%	
3-4 PM	1	114	85	0	0	18	12	132	97	229	85	0	4	85	0	4	-13	76	NO	NO	80%	100%	
	2	130	101	0	0	28	12	158	113	271	121	0	4	121	0	4	-17	107	NO	NO	100%	80%	
4-5 PM	1	82	82	0	0	21	11	103	93	196	66	0	4	66	0	4	-10	59	NO	NO	80%	100%	
	2	75	46	0	0	20	9	95	55	149	54	0	3	54	0	3	-8	48	NO	NO	100%	80%	
6-7 PM	1	42	40	0	0	19	7	61	47	108	28	0	2	28	0	2	-5	26	NO	NO	80%	100%	
	2	42	40	0	0	19	7	61	47	108	28	0	2	28	0	2	-5	26	NO	NO	100%	80%	
7-8 PM	1	42	40	0	0	19	7	61	47	108	28	0	2	28	0	2	-5	26	NO	NO	80%	100%	
	2	42	40	0	0	19	7	61	47	108	28	0	2	28	0	2	-5	26	NO	NO	100%	80%	
8-9 PM	1	42	40	0	0	19	7	61	47	108	28	0	2	28	0	2	-5	26	NO	NO	80%	100%	
	2	42	40	0	0	19	7	61	47	108	28	0	2	28	0	2	-5	26	NO	NO	100%	80%	

WARRANT #1 - CONDITION A		WARRANT #1 - CONDITION B	
0 Hours Met (8 Required)		0 Hours Met (8 Required)	
CONDITION NOT MET		CONDITION NOT MET	

**WARRANT #1 : NOT MET**

**NOTE(S)**

Existing traffic component on Jerome Road is based on count taken 9/10/2012 north of Scioto.  
 Existing traffic component on Brock Road is based on count taken 6/7/2005.  
 Right turn reduction based on ODOT TEM 402-5 with exception that all approach traffic was considered for mainline congestion factor.



Prepared By:

Time	Residential																TOTAL DAILY DISTRIBUTION															
	Source: <i>Locust Curve Drive - Delaware, Ohio</i>																															
	% of 24 Hour Entering (Weekday)																% of 24 Hour Exiting (Weekday)															
	Volume Entering (Weekday)								Volume Exiting (Weekday)								Volume Entering (Weekday)								Volume Exiting (Weekday)							
	NB	SB	LT	TH	RT	LT	TH	RT	NB	SB	LT	TH	RT	LT	TH	RT	NB	SB	LT	TH	RT	NB	SB	LT	TH	RT						
0	553	0	68	68	0	0	0	0	539	0	20	0	0	0	0	539	0	20	0	0	539	553	20	68	68	62						
0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	1	1	0	0	0	0	1	1	0	0	0	0						
0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0						
0	1	0	0	0	0	0	0	1	0	0	0	0	0	0	1	1	0	0	0	0	1	2	0	0	0	0						
0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	2	2	0	0	0	0	2	0	0	0	0	0						
0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0						
0	1	0	0	0	0	0	0	0	8	0	0	0	0	0	8	8	0	0	0	0	8	1	0	0	0	0						
0	7	0	1	1	0	0	0	31	0	1	0	0	0	4	31	7	1	1	1	1	31	7	1	1	0	4						
0	18	0	3	2	0	0	0	73	0	3	0	0	0	9	73	18	3	2	0	0	73	18	3	2	0	9						
0	27	0	3	3	0	0	0	51	0	2	0	0	0	6	51	27	2	3	3	0	51	27	2	3	0	6						
0	24	0	3	3	0	0	0	24	0	1	0	0	0	4	24	24	1	3	3	0	24	24	1	3	0	4						
0	26	0	3	3	0	0	0	24	0	1	0	0	0	3	24	26	1	3	3	0	26	26	1	3	0	3						
0	31	0	4	4	0	0	0	28	0	1	0	0	0	4	28	31	1	4	4	0	28	31	1	4	0	4						
0	30	0	4	4	0	0	0	28	0	1	0	0	0	5	28	30	1	4	4	0	28	30	1	4	0	5						
0	25	0	3	3	0	0	0	25	0	1	0	0	0	3	25	25	1	3	3	0	25	25	1	3	0	3						
0	29	0	4	4	0	0	0	26	0	1	0	0	0	3	26	29	1	4	4	0	26	29	1	4	0	3						
0	38	0	5	5	0	0	0	27	0	1	0	0	0	3	27	38	1	5	5	0	27	38	1	5	0	3						
0	41	0	5	5	0	0	0	37	0	1	0	0	0	5	37	41	1	5	5	0	37	41	1	5	0	5						
0	65	0	8	8	0	0	0	36	0	1	0	0	0	5	36	65	1	8	8	0	36	65	1	8	0	5						
0	48	0	6	6	0	0	0	34	0	1	0	0	0	4	34	48	1	6	6	0	34	48	1	6	0	4						
0	46	0	6	6	0	0	0	26	0	1	0	0	0	3	26	46	1	6	6	0	26	46	1	6	0	3						
0	44	0	5	5	0	0	0	21	0	1	0	0	0	3	21	44	1	5	5	0	21	44	1	5	0	3						
0	26	0	3	3	0	0	0	11	0	0	0	0	0	1	11	26	0	3	3	0	11	26	0	3	0	1						
0	16	0	2	2	0	0	0	6	0	0	0	0	0	1	6	16	0	2	2	0	6	16	0	2	0	1						
0	6	0	1	1	0	0	0	1	0	0	0	0	0	0	1	6	0	1	1	0	6	6	0	1	0	0						
0	553	0	68	68	0	0	0	539	0	20	0	0	0	0	539	553	20	68	68	0	539	553	20	68	68	62						
TOTAL	100.0%	0	0	0	0	0	0	100.0%	0	0	0	0	0	0	100.0%	100.0%	0	0	0	100.0%	100.0%	0	0	0	0	62						

TABLE - Daily Site Traffic Distribution-Jerome Road & Wells Rd./Wells Road (Ref. #2)

Hour	EB										Calculation Parameters														Mainline Approach Volume per Lane	Base Right Turn Reduction	Mainline Congestion Factor	Adjusted Right Turn Reduction	Right Turn Reduction	Adjusted Minor Street Volume
	Lane Configuration = 1										0.7A	0.35A	3T	T/3	T+L	T+R	3R	3L	T/2	T/4										
	Left (L)	Thru (T)	Right (R)	(A) Total	0.7A	0.35A	3T	T/3	T+L	T+R											3R	3L	T/2	T/4						
6-7 AM	2	1	2	5	3	2	3	0	3	7	5	0	0	40%	53	0%	40%	1	4											
7-8 AM	7	2	12	21	15	7	7	1	9	14	35	22	1	1	179	0%	40%	5	16											
8-9 AM	8	3	16	28	19	10	10	1	11	20	49	24	2	1	148	0%	40%	7	21											
9-10 AM	4	3	10	17	12	6	9	1	7	13	29	13	1	1	103	0%	40%	4	13											
10-11 AM	2	3	7	12	9	4	9	1	6	10	20	7	2	1	120	0%	40%	3	10											
11-12 Noon	4	4	11	19	13	6	11	1	8	14	32	13	2	1	125	0%	40%	4	14											
12-1 PM	5	4	10	19	13	7	11	1	8	14	31	14	2	1	146	0%	40%	4	15											
1-2 PM	3	3	8	14	10	5	9	1	6	11	23	9	2	1	118	0%	40%	3	11											
2-3 PM	5	4	12	20	14	7	11	1	8	15	35	14	2	1	126	0%	40%	5	15											
3-4 PM	7	5	18	29	21	10	14	2	12	22	53	21	2	1	120	0%	40%	7	22											
4-5 PM	7	5	17	28	20	10	15	2	12	22	50	20	3	1	126	0%	40%	7	22											
5-6 PM	10	8	27	45	32	16	24	3	18	35	81	31	4	2	166	0%	40%	11	35											
6-7 PM	7	6	18	31	22	11	18	2	13	24	54	21	3	1	130	0%	40%	7	24											
7-8 PM	4	6	12	22	16	8	17	2	10	18	37	12	3	1	92	0%	40%	5	17											
8-9 PM	4	5	13	22	16	8	16	2	10	18	39	13	3	1	84	0%	40%	5	17											

TABLE - EB Right Reduction at Jerome Road & Wells Rd./Wells Road (Ref. #2)

Hour	WB										Calculation Parameters														Mainline Approach Volume per Lane	Base Right Turn Reduction	Mainline Congestion Factor	Adjusted Right Turn Reduction	Right Turn Reduction	Adjusted Minor Street Volume
	Lane Configuration = 1										0.7A	0.35A	3T	T/3	T+L	T+R	3R	3L	T/2	T/4										
	Left (L)	Thru (T)	Right (R)	(A) Total	0.7A	0.35A	3T	T/3	T+L	T+R											3R	3L	T/2	T/4						
6-7 AM	6	4	5	14	10	5	12	1	10	9	14	18	2	1	60	0%	20%	1	13											
7-8 AM	24	9	13	46	33	16	27	3	34	22	39	73	5	2	153	0%	20%	3	44											
8-9 AM	11	6	8	25	18	9	19	2	17	14	24	33	3	2	128	0%	20%	2	24											
9-10 AM	6	4	5	15	11	5	13	1	10	9	15	18	2	1	104	0%	20%	1	14											
10-11 AM	3	3	3	9	6	3	9	1	6	6	10	8	2	1	61	0%	40%	1	8											
11-12 Noon	9	4	5	18	12	6	11	1	13	8	15	28	2	1	84	0%	20%	1	17											
12-1 PM	8	5	6	19	13	7	14	2	13	11	18	25	2	1	120	0%	20%	1	18											
1-2 PM	10	3	5	18	13	6	9	1	13	8	14	30	2	1	87	0%	20%	1	17											
2-3 PM	11	3	5	19	13	7	10	1	14	8	15	33	2	1	97	0%	20%	1	18											
3-4 PM	10	3	5	18	13	6	10	1	13	8	15	30	2	1	123	0%	20%	1	17											
4-5 PM	18	5	8	30	21	10	14	2	22	12	23	53	2	1	151	0%	20%	2	28											
5-6 PM	18	5	8	31	22	11	14	2	23	12	23	55	2	1	166	0%	20%	2	29											
6-7 PM	10	4	6	20	14	7	13	1	14	10	17	30	2	1	116	0%	20%	1	19											
7-8 PM	8	3	5	16	11	6	10	1	12	8	14	25	2	1	101	0%	20%	1	15											
8-9 PM	2	3	3	7	5	2	8	1	4	5	8	5	1	1	63	0%	40%	1	6											

TABLE - WB Right Reduction at Jerome Road & Wells Rd./Wells Road (Ref. #2)

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

**Jerome Road & Wells Rd./Wells Road**  
Existing + Gpm-12.3.6.7 Site Traffic (2012) W/Diverted

Speed Limit on Jerome Road: 50 MPH (Community Population >10,000)

CONDITION	# OF LANES	JEROME ROAD												WELLS RD./WELLS ROAD												WARRANT #1 - CONDITION A		WARRANT #1 - CONDITION B	
		MAJOR STREET						MINOR STREET						MINOR STREET						MAJOR		MINOR							
		Existing		Growth		Site		Total		Existing		Growth		Site		Right Turn Reduction		Total		MAX 1-WAY		MAJOR		MINOR					
		NB	SB	NB	SB	NB	SB	NB	SB	2-WAY	EB	WB	EB	WB	EB	WB	EB	WB	EB	WB	100%	80%	100%	80%					
Warrant	1	29	46	0	0	31	7	60	53	113	2	7	0	0	3	7	-1	-1	4	13	NO	NO	NO	NO					
70% Warrant	2	80	161	0	0	73	18	153	179	332	14	29	0	0	7	17	-5	-3	16	44	NO	YES	NO	NO					
70% Warrant	1	77	121	0	0	51	27	128	148	277	19	13	0	0	9	12	-7	-2	21	24	NO	NO	NO	NO					
70% Warrant	2	70	96	0	0	34	24	104	120	225	10	7	0	0	7	8	-4	-1	13	14	NO	NO	NO	NO					
		37	77	0	0	24	26	61	103	164	5	3	0	0	7	6	-3	-1	10	8	NO	NO	NO	NO					
		56	94	0	0	28	31	84	125	208	10	11	0	0	9	7	-4	-1	14	17	NO	NO	NO	NO					
		82	116	0	0	38	30	120	146	266	10	10	0	0	9	9	-4	-1	15	18	NO	NO	NO	NO					
		62	93	0	0	25	25	87	118	205	7	12	0	0	7	6	-3	-1	11	17	NO	NO	NO	NO					
		71	97	0	0	26	29	97	126	223	12	13	0	0	8	6	-5	-1	15	18	NO	NO	NO	NO					
		96	82	0	0	27	38	123	120	243	19	12	0	0	10	6	-7	-1	22	17	NO	NO	NO	NO					
		114	85	0	0	37	41	151	126	277	17	21	0	0	11	9	-7	-2	22	28	NO	NO	NO	NO					
		130	101	0	0	36	65	166	166	333	28	22	0	0	17	9	-11	-2	35	29	NO	NO	NO	NO					
		82	82	0	0	34	48	116	130	246	18	12	0	0	13	8	-7	-1	24	19	NO	NO	NO	NO					
		75	46	0	0	26	46	101	92	193	10	10	0	0	12	6	-5	-1	17	15	NO	NO	NO	NO					
		42	40	0	0	21	44	63	84	146	11	2	0	0	11	5	-5	-1	17	6	NO	NO	NO	NO					
		WARRANT STATUS												WARRANT STATUS												0 Hours Met (8 Required) CONDITION NOT MET		0 Hours Met (8 Required) CONDITION NOT MET	

WARRANT #1 -	WARRANT #1 -
COMBINATION OF 80% CONDITION A & 80% CONDITION B	COMBINATION OF 80% CONDITION A & 80% CONDITION B
0 Hours Met (8 Required)	0 Hours Met (8 Required)
CONDITION NOT MET	CONDITION NOT MET

WARRANT #1 : NOT MET

NOTE(S)  
Existing traffic component on Jerome Road is based on count taken 9/10/2012 north of Scioto.  
Existing traffic component on Wells Rd./Wells Road is based on count taken EB: E/O US 42.5/8 - 5/10/2006 WB: 9/10/2012.  
Right turn reduction based on ODOT TEM 402.5 with exception that all approach traffic was considered for mainline congestion factor.

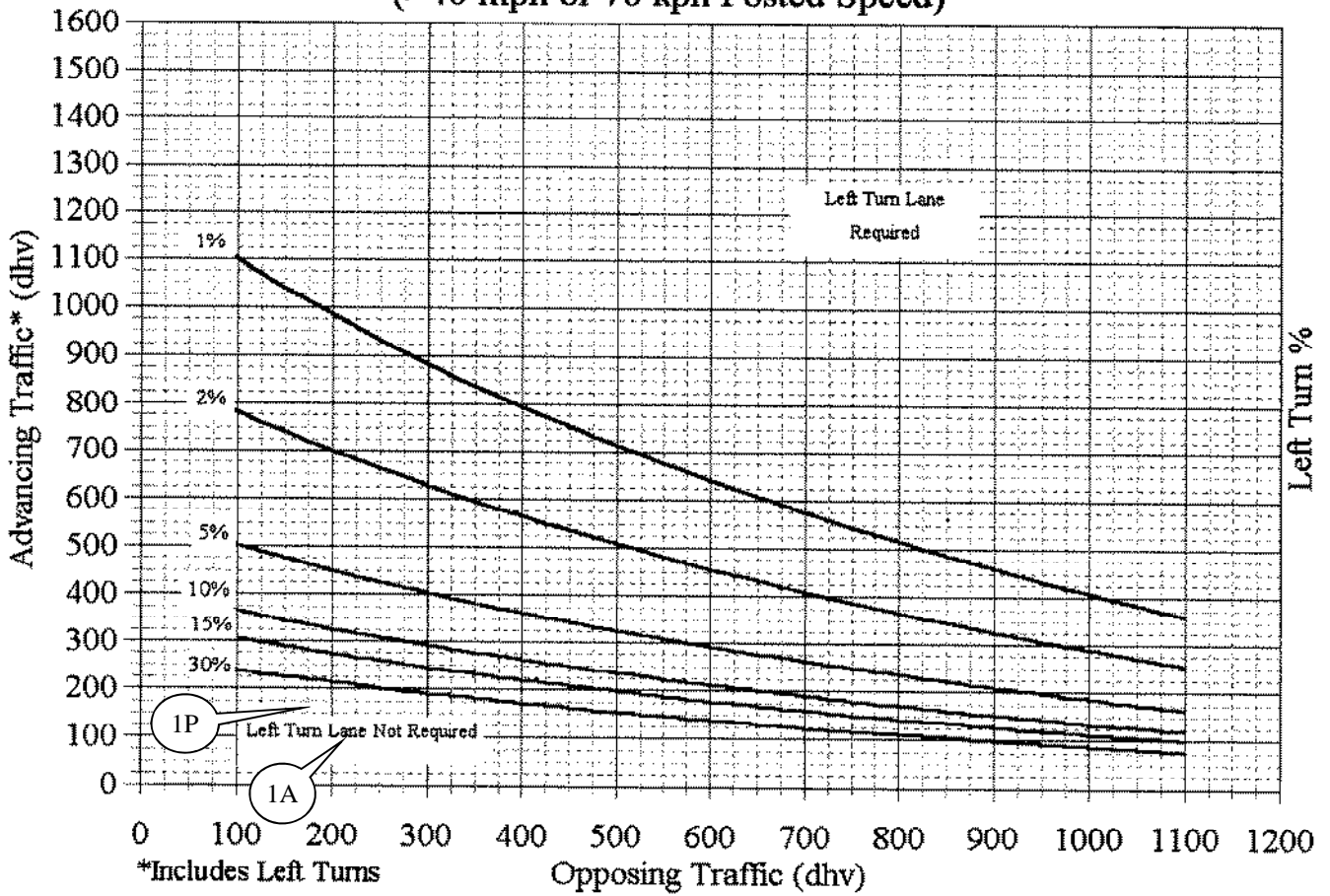


Prepared By:

1/2013



## 2-Lane Highway Left Turn Lane Warrant (>40 mph or 70 kph Posted Speed)



### WARRANT SUMMARY

ID	INTERSECTION [MOVEMENT] - VOLUME SET	AM PEAK (A)	PM PEAK (P)	RESULT
1	Jerome Road & Ryan Pkwy. [NB LT] - EXISTING + GPN-1 2 3 6 7 SITE	(207,90 / 7.8%)	(174,163 / 14.1%)	NOT MET

### JEROME ROAD INTERSECTION STATUS EVALUATION

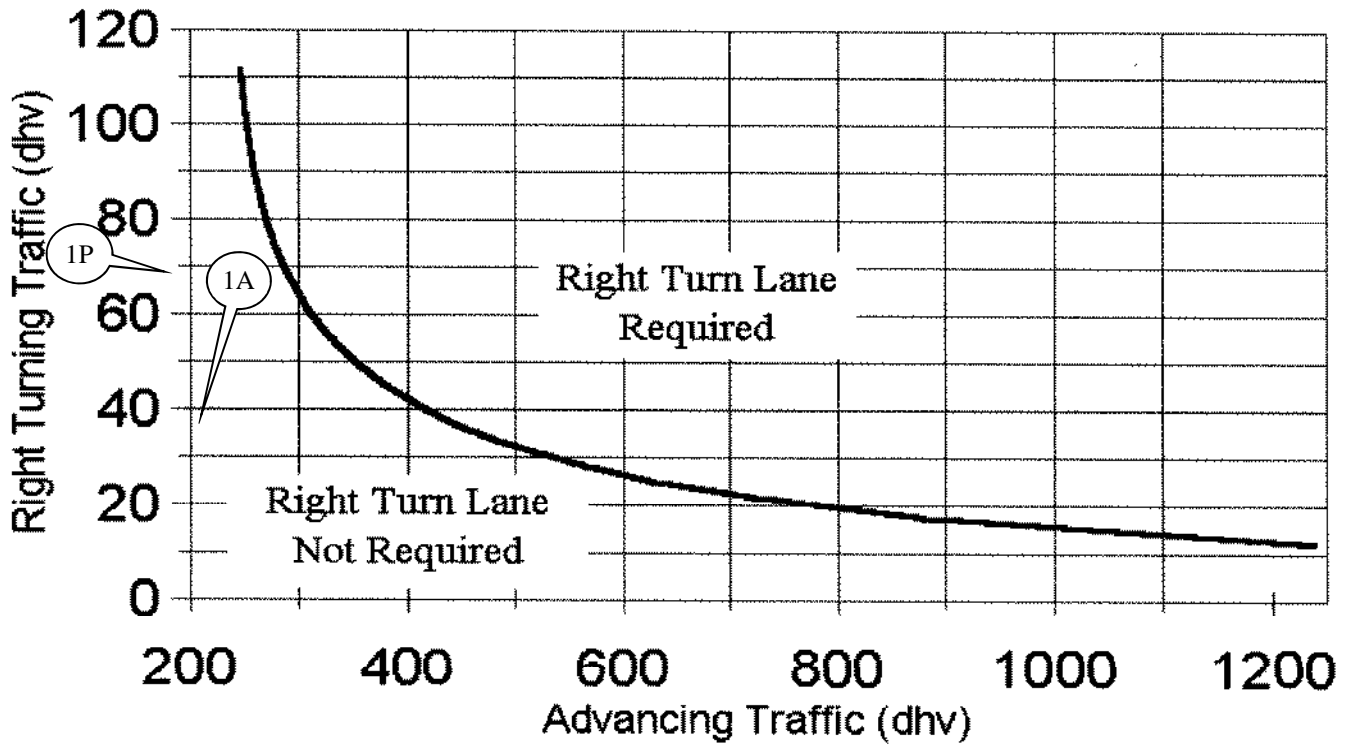
PREPARED BY: TRAFFIC ENGINEERING SERVICES, INC.

1/2013

## APPENDIX

2 LANE HIGHWAY LEFT TURN LANE WARRANT (> 40 MPH)

## 2-Lane Highway Right Turn Lane Warrant > 40 mph or 70 kph Posted Speed



WARRANT SUMMARY

ID	INTERSECTION [MOVEMENT] - VOLUME SET	AM PEAK (A)	PM PEAK (P)	RESULT
1	Jerome Road & Ryan Pkwy. [SB RT] - EXISTING + GPN-1 2 3 6 7 SITE	(207,37)	(174,67)	NOT MET



**County Engineer  
Environmental Engineer  
Building Department**

233 W. Sixth Street  
Marysville, Ohio 43040  
P 937. 645. 3018  
F 937. 645. 3161  
[www.co.union.oh.us/engineer](http://www.co.union.oh.us/engineer)

**Marysville Operations Facility**

16400 County Home Road  
Marysville, Ohio 43040  
P 937. 645. 3017  
F 937. 645. 3111

**Richwood Outpost**

190 Beatty Avenue  
Richwood, Ohio 43344

*Public Service with integrity*

April 4, 2013

Jenny Snapp, Director  
LUC Regional Planning Commission  
Box 219  
East Liberty, Ohio 43319

Re: Preliminary Plat Review  
Jerome Village Subdivision  
GPN-1

Jenny,

We have completed our review for the above final plat, dated March 2013. We recommend it be approved with modifications. Items listed below should be addressed during the final construction drawing review phase. Please note that all comments regarding Master Deed Declarations and Restrictions were commented on in a previous Jerome Village pod submittals. The Master Deed Declaration and Restrictions will be required to match these previously approved pods' language unless otherwise requested.

Sheet 1

1. Due to the size of the development and the limited traffic generated, a traffic study will not be required.
2. The floodplain information provided is labeled for GPN-2.

Sheet 2

1. The proposed pavement section does not meet minimum requirements for Union County buildup. Please provide pavement calculations supporting the proposed section, per Article 2 of the Union County Technical Design Standards.
2. Item 408 Prime Coat shall be placed above Item 304.
3. Item 407 Tack Coat shall be placed between the intermediate and surface course of asphalt.

Sheet 3

1. Add lot and open space acreages, differentiating between pod-required open space and master development open space.
2. Revise the right of way around the cul-de-sac to follow the back of curb, providing for a minimum of 11' between the right of way and back of curb.

Sheet 4

1. Provide detailed construction drawings to private utility providers.

Sheet 5

1. The extended cul-de-sac with island configuration was reviewed and approved by our operations department and the Jerome Township Fire Department. Detailed signage indicating 1-way traffic and through this loop will be required on the final design drawings.

2. Include signage plan for the entire roadway.
3. Show sidewalk locations in plan view.
4. Add detailed dimensioning for the cul-de-sac bulb, based on the approved design mentioned at the beginning of this correspondence.
5. Consider removing the dual boulevard configuration to allow larger vehicles more available pavement to turn around prior to passing through the gate.
6. Further detail will be required on the proposed gate, including but not limited to: height, clearance from asphalt surface, power source and backup, triggering mechanism and availability for manual override.

Sheet 7

1. Relocate the storm sewer at the rear of lots 5 and 6 to within the open space. Also, reconfigure the shape of the basin to provide as much of the footprint outside of lots 6 and 7 as possible.
2. The grading behind lots 4 and 5 appears to be incorrect. Ensure that all rear lot drainage from this side of the roadway is directed to the detention basin.
3. Label 100 year water surface elevation for the detention basin.
4. Detail the flood routing swale, including 100 year water surface elevation, ensuring at least 1' of freeboard between the 100 year water surface and the limits of the drainage easement.
5. A more detailed drainage analysis will be conducted during final plan review.
6. Include finished grade (FG) elevations on all buildings, and possible walkout locations and elevations. Indicate the proposed locations for downspout discharge on walkouts.

Sheet 9

1. The proposed construction entrance off of Wells Road is subject to review by Union County under our drive permit review process. Based on the construction progress of Hyland-Croy Road, construction access may be prohibited off of Wells Road.

In accordance with Subdivision Regulations of Union County, additional information is required from the developer prior to final plat approvals. It is the responsibility of the developer to become familiar with the regulations and file requisite information within the time frames outlined in the regulations. Should you have any questions, feel free to contact me at (937) 645-3165.

Sincerely,



Bill Narducci, P.E.  
Project Engineer  
Union County Engineer

Cc: Bob Scheiderer, USWCD (via email)



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## STAFF REPORT

FOR CONSIDERATION BY LUC REGIONAL PLANNING COMMISSION EXECUTIVE  
COMMITTEE  
April 11, 2013

---

### RESERVE AT NEW CALIFORNIA PRELIMINARY PLAT

---

**APPLICANT:** Homewood Corporation  
ATTN: Jim Lipnos  
2700 E. Dublin Granville Road  
Columbus, OH 43054  
Phone 614-898-7200  
jlipnos@homewoodcorp.com

*Other Contacts:*  
Civil & Environmental Consultants, Inc.  
ATTN: Chris Lescody  
8740 Orion Place, Suite 100  
Columbus, OH 43240  
Phone 614-540-6633  
clescody@cecinc.com

**REQUEST:** Approval of the Reserve at New California Preliminary Plat in Jerome Township, Union County

**LOCATION:** Located on Industrial Parkway, west of Taylor Road, in Jerome Township, Union County.

**STAFF ANALYSIS:** This Preliminary Plat is for the Reserve at New California. The Reserve at New California is proposed to have a total of 108.315 Acres with 165 Single Family Residential Lots. The Reserve will contain 23.90 Acres (22%) of open space. The proposed method of supplying water and sewer services is through the City of Marysville Public Water & Treatment Systems. The Reserve at New California (Reserve at New California Woods) Preliminary Plat was originally approved in January of 2005.



# Logan-Union-Champaign regional planning commission

Director: Jenny R. Snapp

However, the Preliminary Plat expired necessitating a re-submittal.

- **Union County Engineer's Office**
  - Per the attached review letter dated April 4, 2013, the Union County Engineer's Office recommends that the Preliminary Plat be approved with the condition that all comments outlined in the attached review are incorporated into the Construction Drawings and Final Plat. Specific comments for incorporation are below:
    - A number of technical items are outlined in the attached review for incorporation.
    - The design review process will be required as the Plat expired in 2007.
- **Union County Commissioners Office**
  - No comments from the Union County Commissioners as of April 5, 2013.
- **Union County Soil & Water Conservation District**
  - Comments incorporated with Union County Engineer comments above.
- **Union County Health Department**
  - No comments as of April 5, 2013. However, the Health Department has consistently provided the following comments:
    1. The Health Department recommends that all efforts be made to provide a point of connection (easements and/or service lines) to both water and sewer to any adjacent home, business, or other facility being serviced by private systems.
    2. Further, any home or business that is currently being serviced by a private sewage treatment system and ends up being within 200 feet of a sanitary sewer easement should be brought to the Health Department's attention.
- **City of Marysville**
  - Per the email attached dated April 4, 2013, the City of Marysville has a number of technical comments for incorporation. In addition, access to sanitary sewer must be provided to all adjacent properties.
- **Jerome Township**
  - No comments as of April 5, 2013.
- **ODOT District 6**
  - As of April 5, 2013, no comments from ODOT District 6.
- **Union Rural Electric/URE**
  - No comments as of April 5, 2013.

9676 E. Foundry St, PO Box 219  
East Liberty, Ohio 43319

• Phone: 937-666-3431 • Fax: 937-666-6203  
• Email: [luc-rpc@lucplanning.com](mailto:luc-rpc@lucplanning.com) • Web: [www.lucplanning.com](http://www.lucplanning.com)



# Logan-Union-Champaign regional planning commission

Director: Jenny R. Snapp

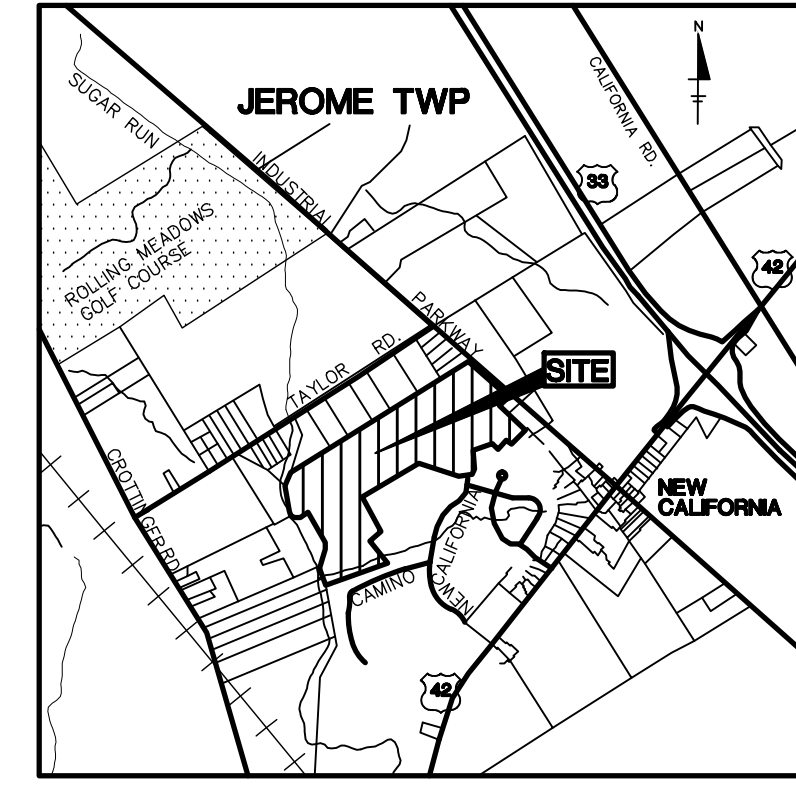
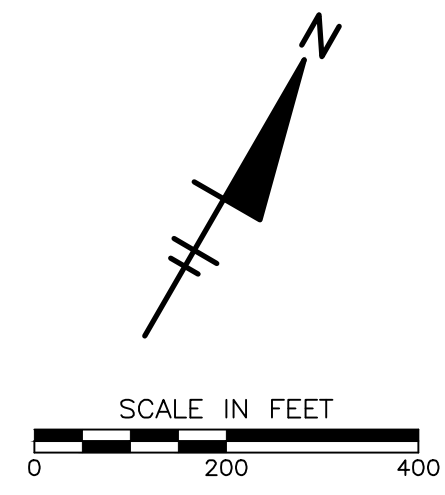
- **LUC Regional Planning Commission**
  - Confirmation of approval of conformance to Township zoning needs to be forwarded to LUC prior to Final Plat Approval. A letter from Jerome Township confirming that the subdivision conforms to Township zoning shall be submitted.
  - All bonds and/or letters of credit shall be submitted and approved prior to submittal of the final plat. In addition, a ditch petition shall be executed prior to submittal of the final plat.

## STAFF RECOMMENDATIONS:

- Staff recommends **APPROVAL** of the Reserve at New California Preliminary Plat with the condition that all comments from LUC and reviewing agencies must be incorporated into Construction Drawings and the Final Plat. The developer shall ensure that prior to Final Plat submittal, all requirements and items outlined in the Union County Subdivision Regulations are incorporated in the Final Plat *prior* to submittal.

## ZONING & SUBDIVISION COMMITTEE RECOMMENDATIONS:





**SITE DATA**

EX ZONING : PUD  
 SITE ACERAGE: 108.315 AC  
 LOTS 165  
 OPEN SPACE REQUIRED 10.8 AC (10%)  
 OPEN SPACE PROVIDED 23.90 AC (22%)  
 DENSITY 1.52 DU/AC  
 MIN LOT 14400 SF  
 AVE LOT 17864 SF  
 BUILDING SETBACKS:  
 FRONT = 40'  
 SIDE = 16'  
 REAR = 30'

**PREPARED BY:**

CIVIL & ENVIRONMENTAL CONSULTANTS INC.  
 8740 ORION PL. SUITE 100  
 COLUMBUS, OHIO 43240  
 (614) 540-6633

**DEVELOPER:**

HOMEWOOD CORP  
 2700 DUBLIN-GRANDVIEW ROAD  
 COLUMBUS, OHIO 43231

**SURVEYOR:**

SURVEYED BY: CEC  
 8740 ORION PLACE, SUITE 100  
 COLUMBUS, OHIO 43240  
 (614) 540-6633

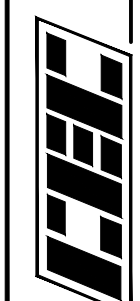
**SURVEY DATA**

SITUATED IN THE STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME, V.M.S. 1440, AND BEING 108.315 ACRE TRACT IN - D.B. 331, PG. 479, UNION COUNTY RECORDER'S RECORDS.  
 BEARINGS WERE BASED ON NORTHERLY LINE OF NEW CALIFORNIA HILLS II AS BEING N.79°53'08"E.  
 DATE OF SURVEY: MARCH 29, 2004

**SHEET INDEX**

COVER SHEET	1
PRELIMINARY PLAT	2-3
PROFILES	4-5
BOUNDARY/ TOPOGRAPHY	6
SOILS	7
PRELIMINARY UTILITY	8

**THE RESERVE AT NEW CALIFORNIA**  
 JEROME TWP UNION CO. OHIO  
**PRELIMINARY PLAT**



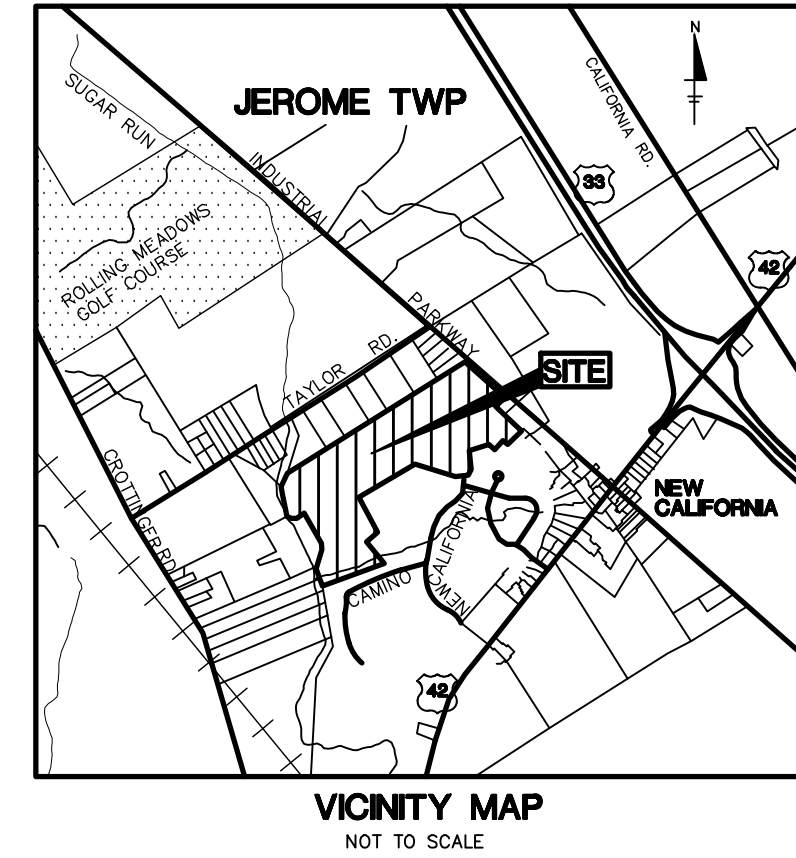
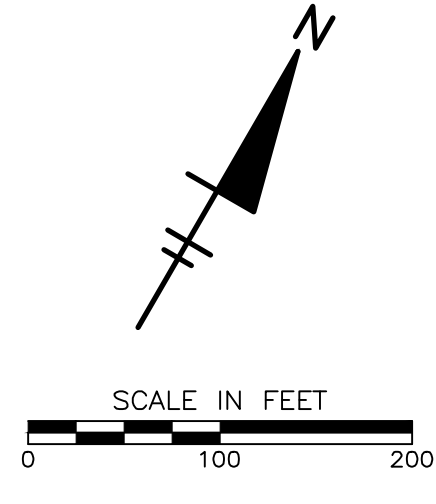
CIVIL & ENVIRONMENTAL CONSULTANTS INC.  
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DATE: MARCH 2013	231736

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# THE RESERVE AT NEW CALIFORNIA

## JEROME TWP, UNION CO., OHIO

### PRELIMINARY PLAT

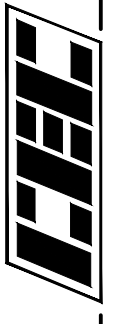
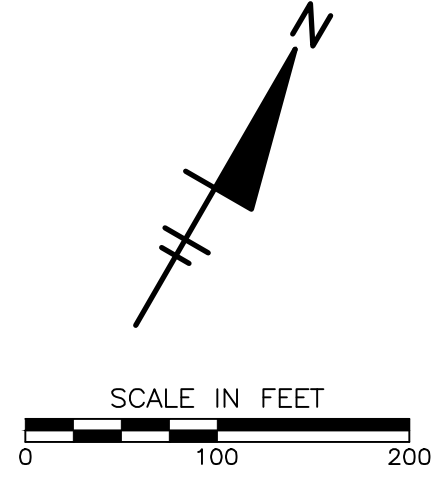
2/8

**CEC**  
CIVIL & ENVIRONMENTAL CONSULTANTS, INC.  
8740 ORION DR, Suite 100  
COLUMBUS, OH 43240  
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DATE: MARCH 2013	231736



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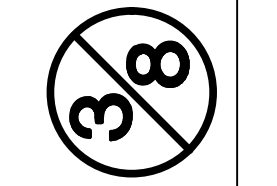
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# THE RESERVE AT NEW CALIFORNIA

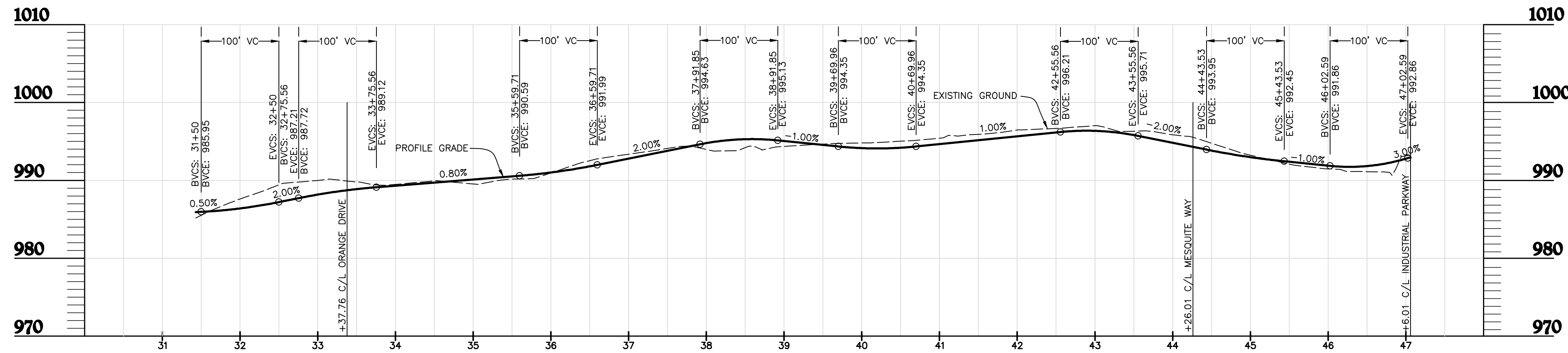
## JEROME TWP, UNION CO., OHIO

### PRELIMINARY PLAT

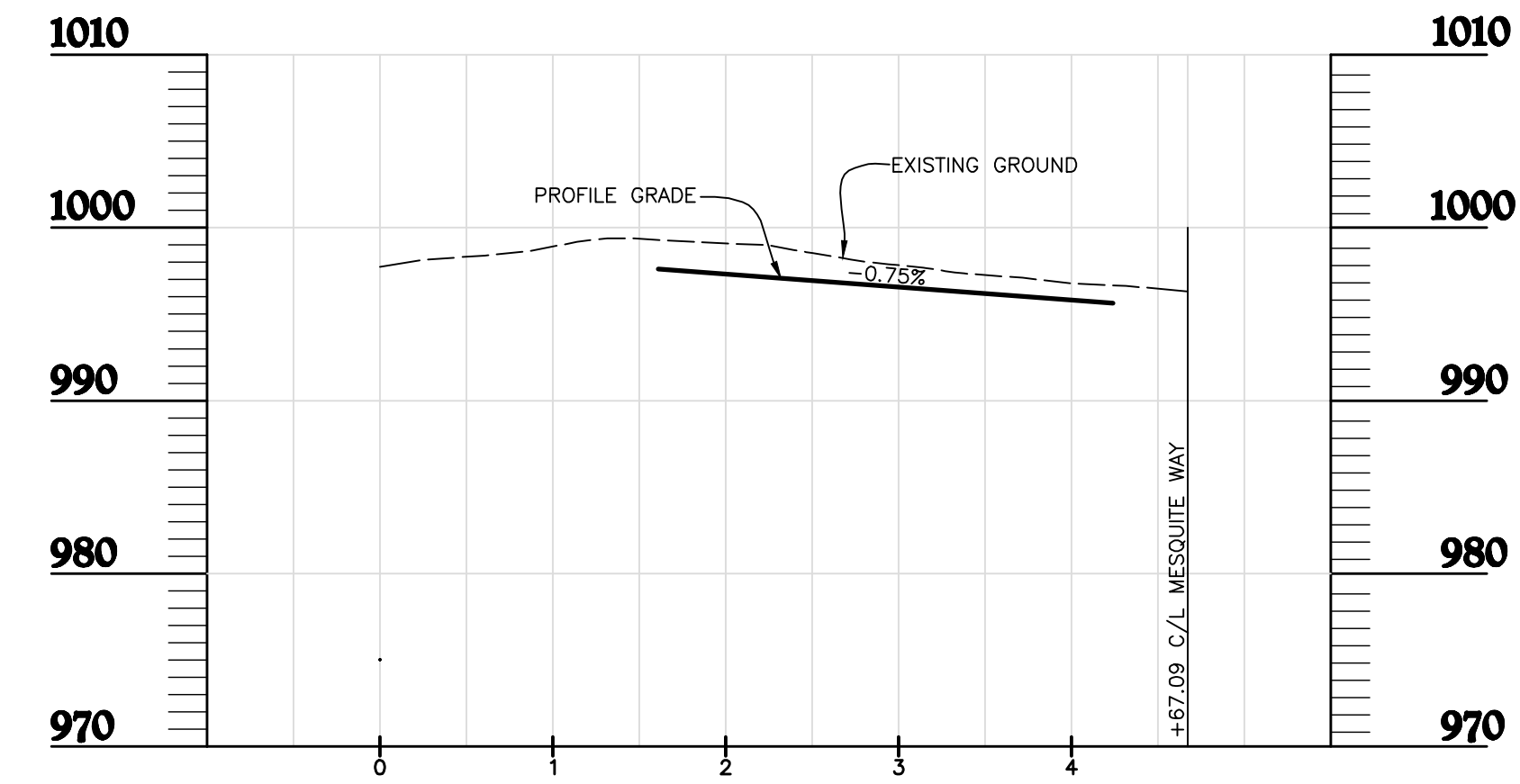
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DATE: MARCH 2013	231736



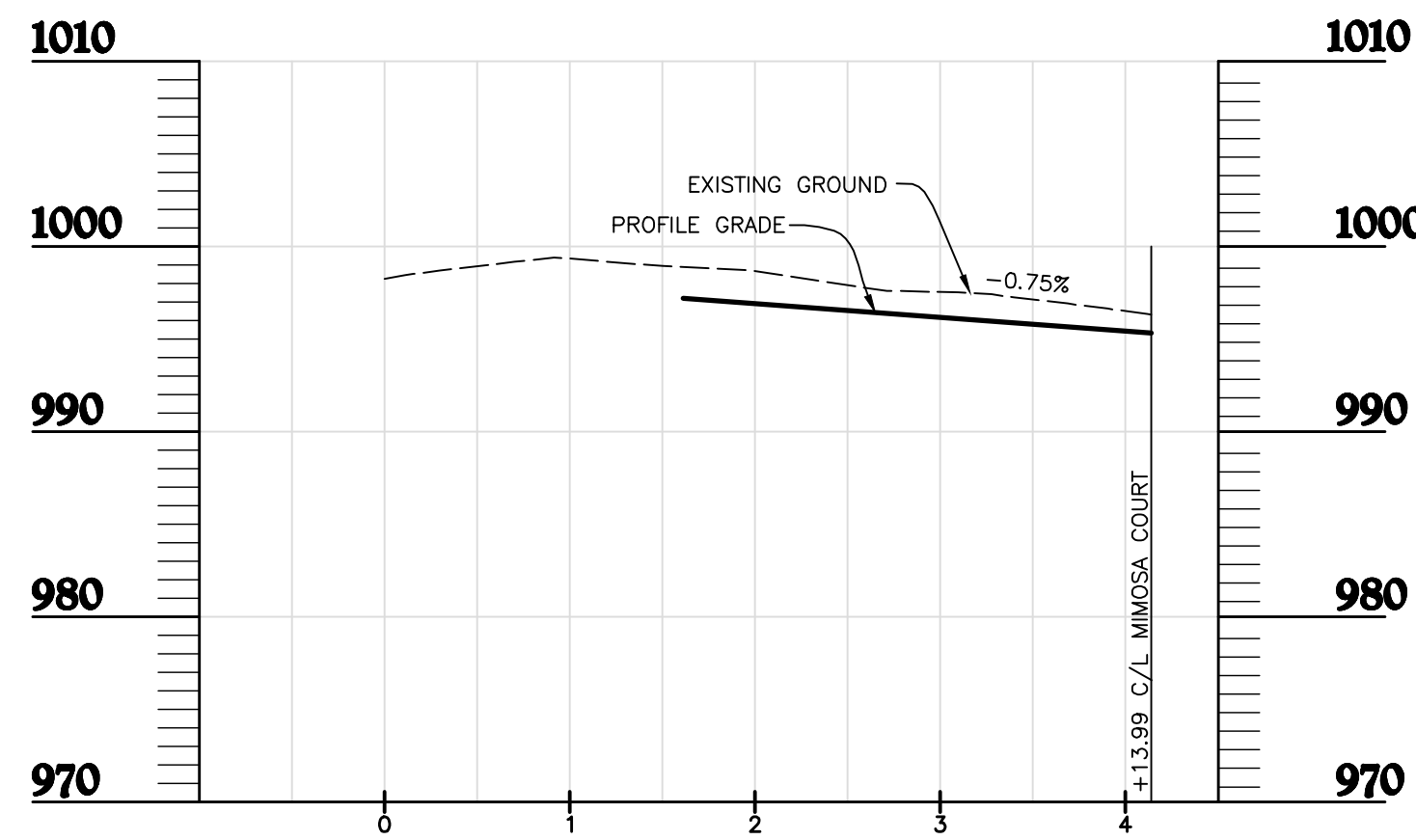




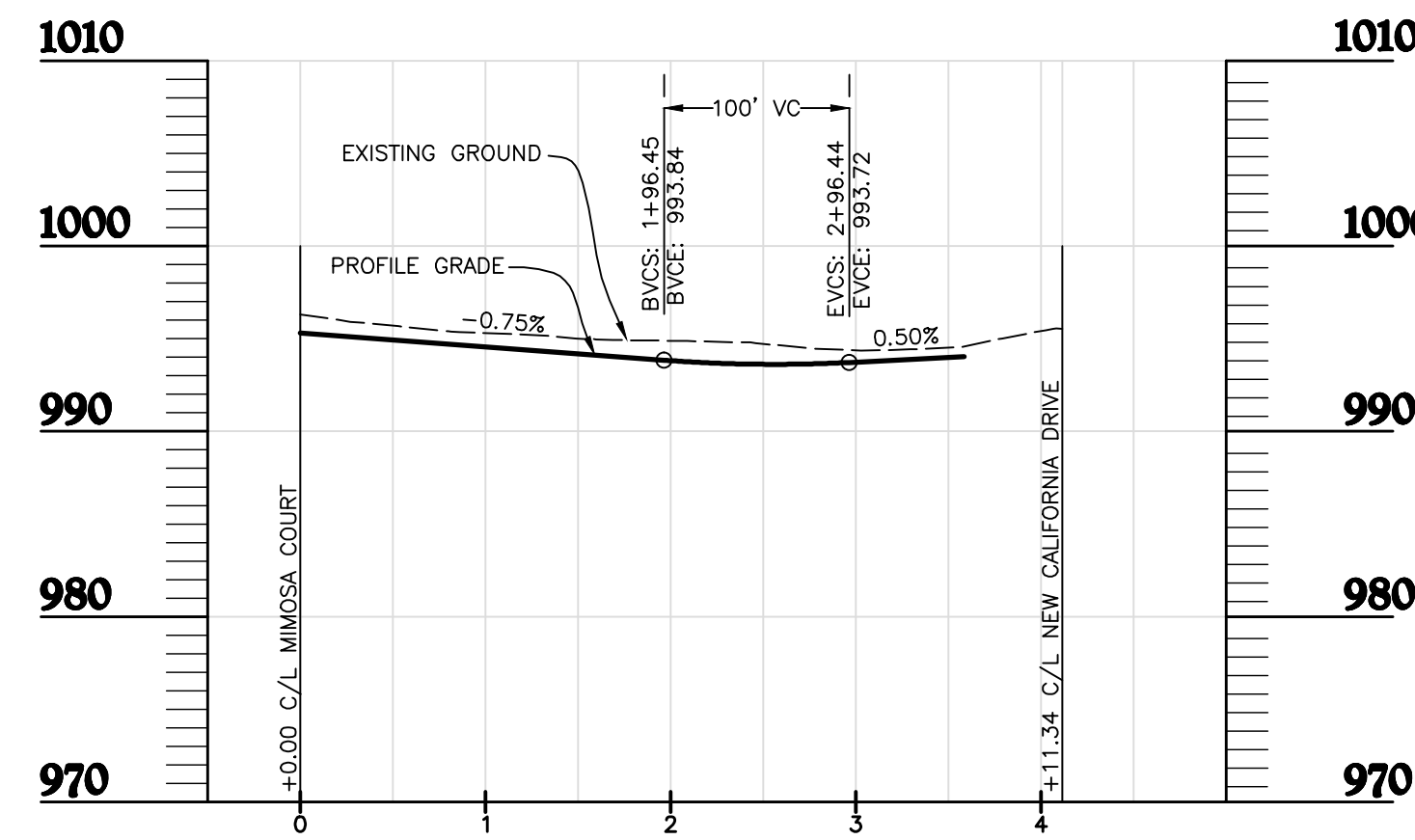
NEW CALIFORNIA DRIVE



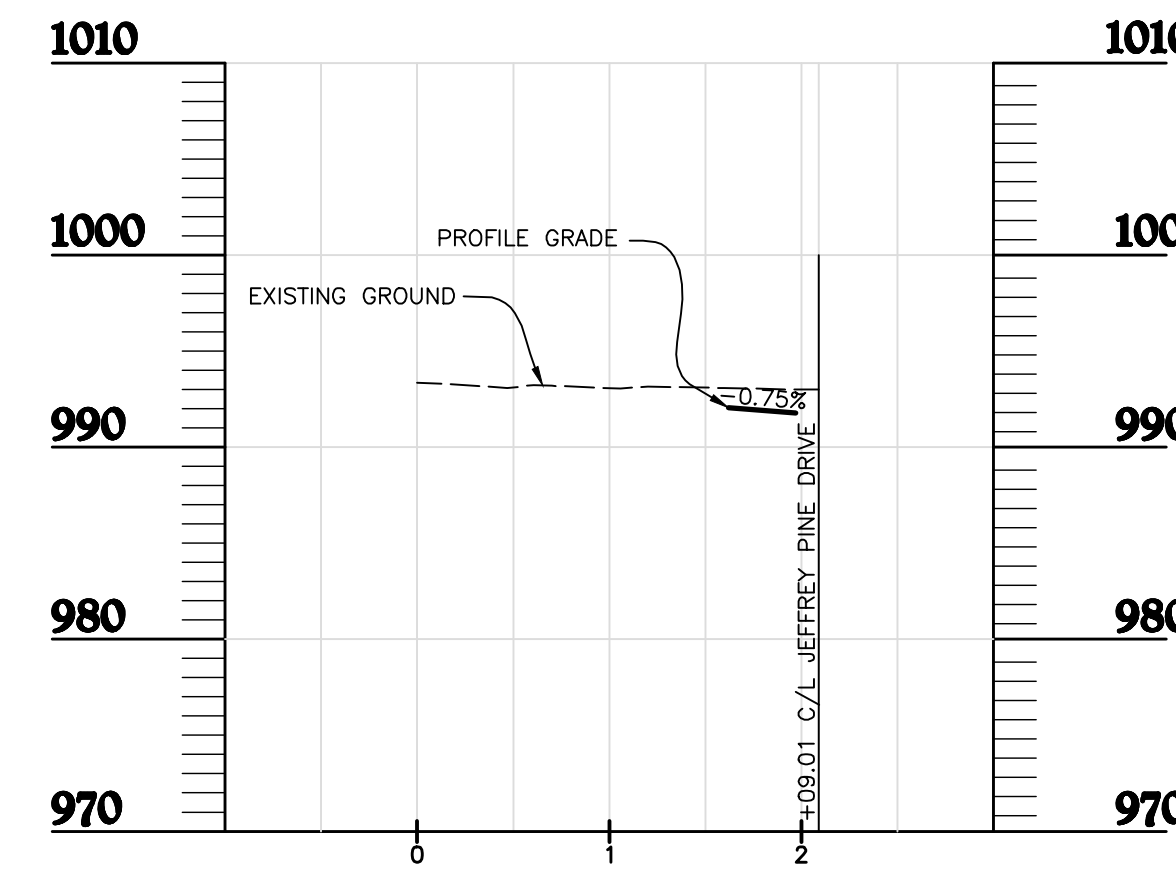
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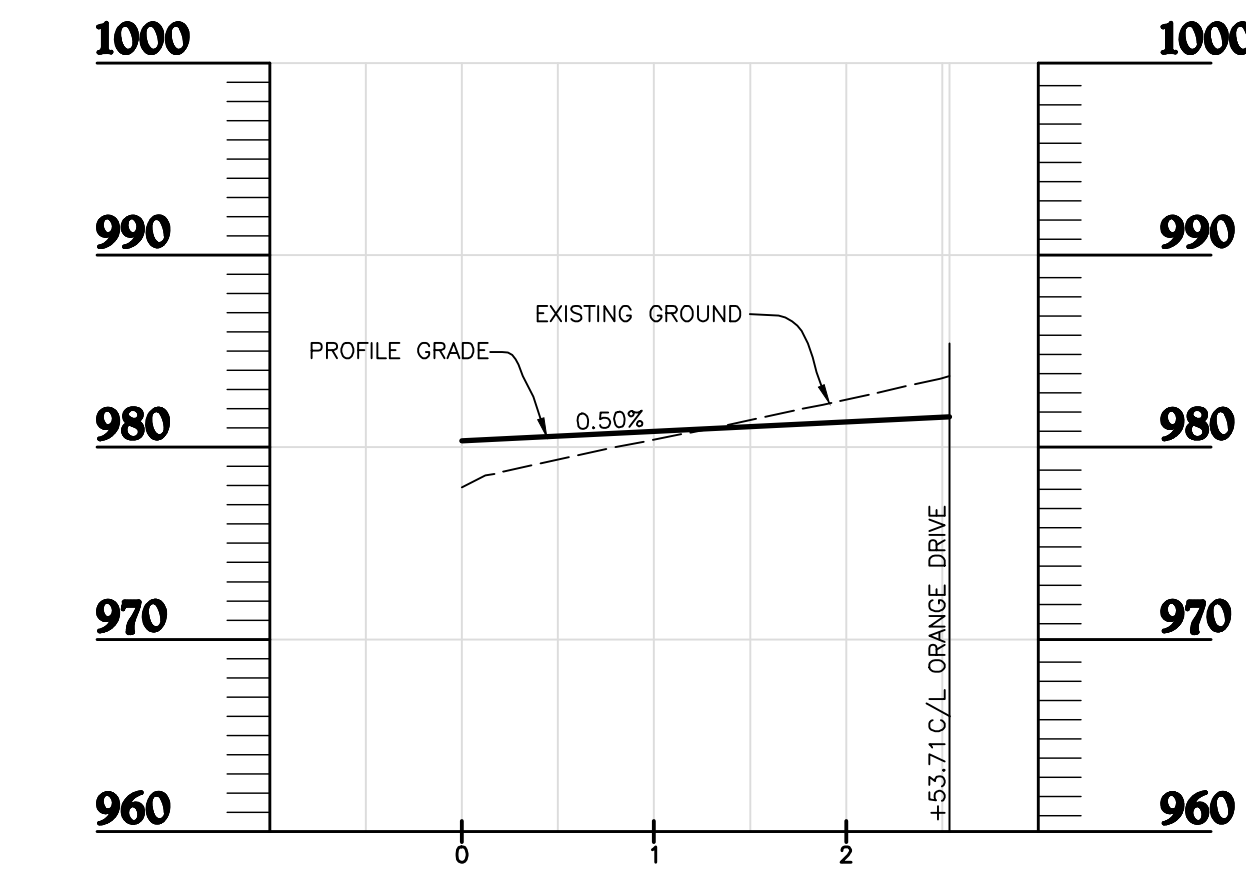
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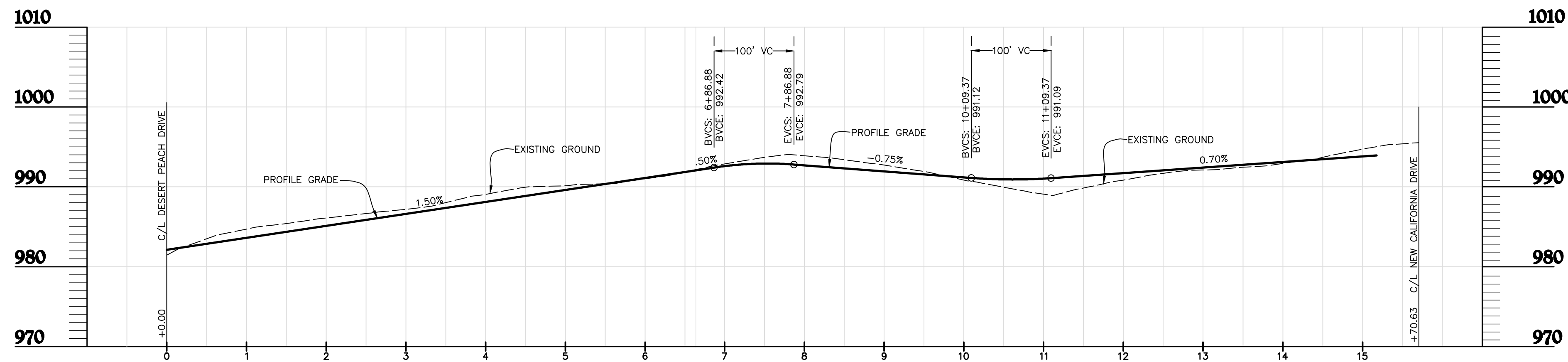
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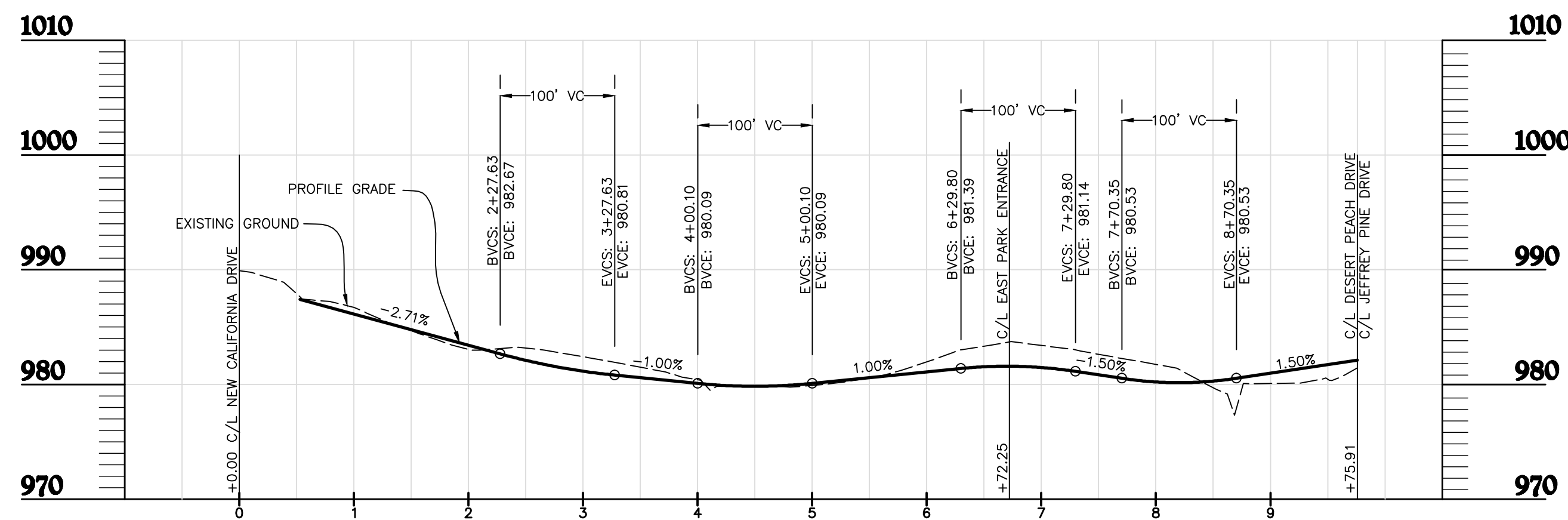
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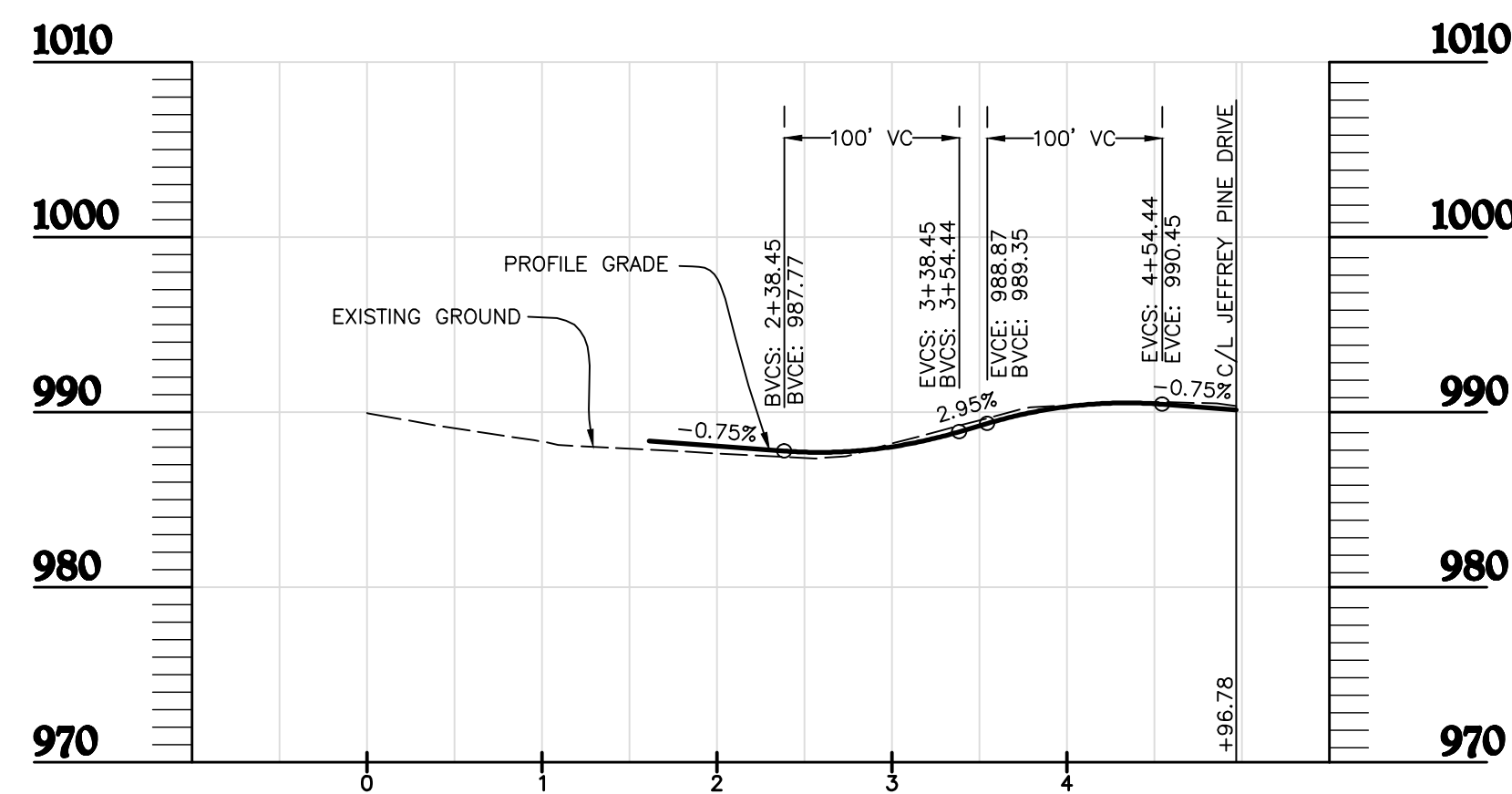
EAST PARK DRIVE



JEFFREY PINE DRIVE



ORANGE DRIVE



BLUE OAK COURT

SCALE: HORIZ. 1" = 50'  
VERT. 1" = 5'



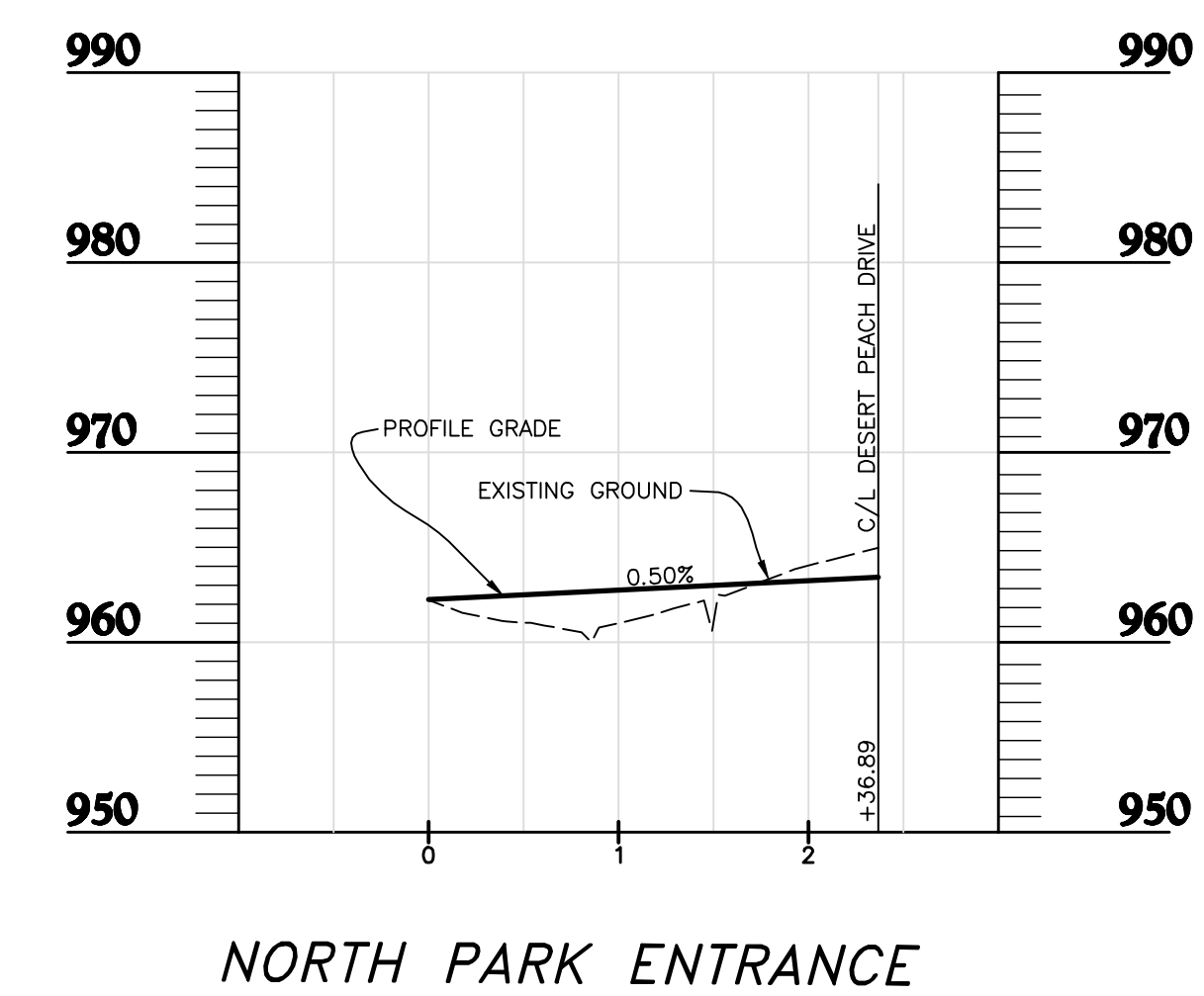
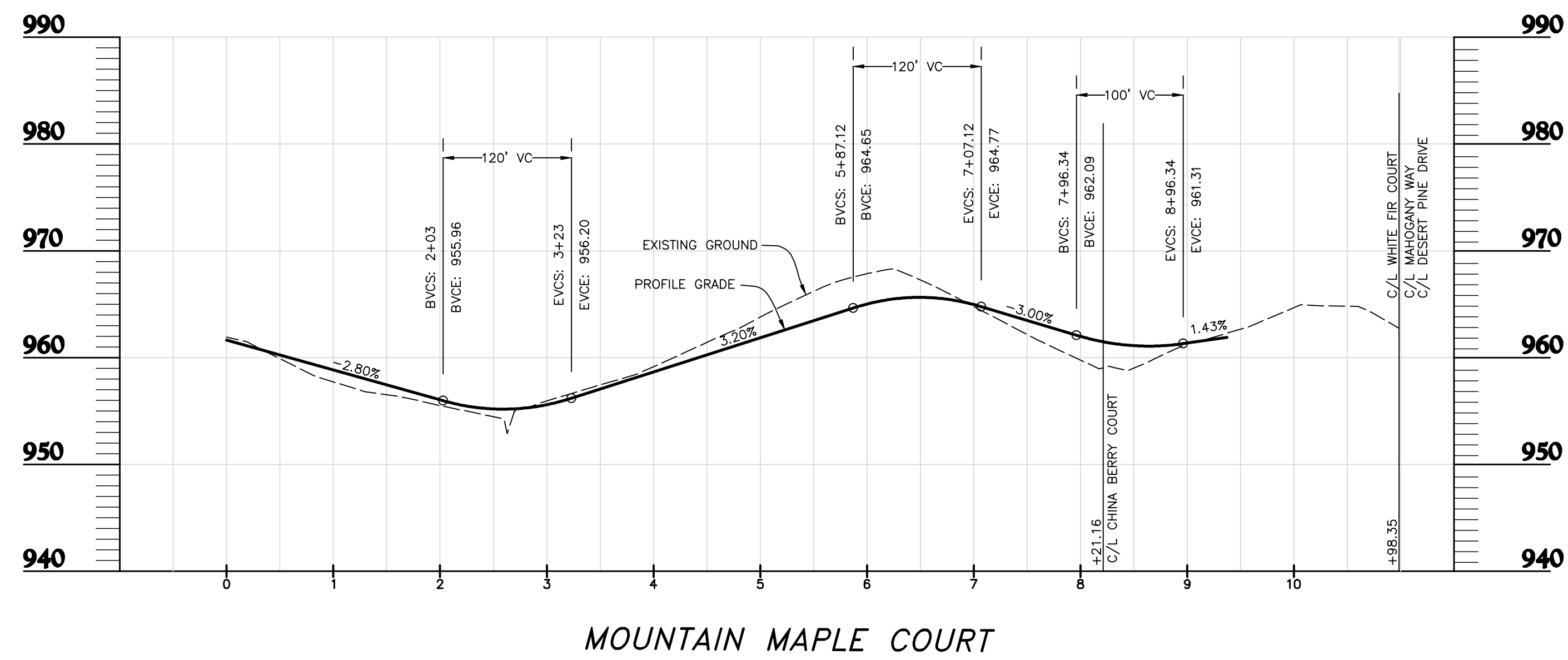
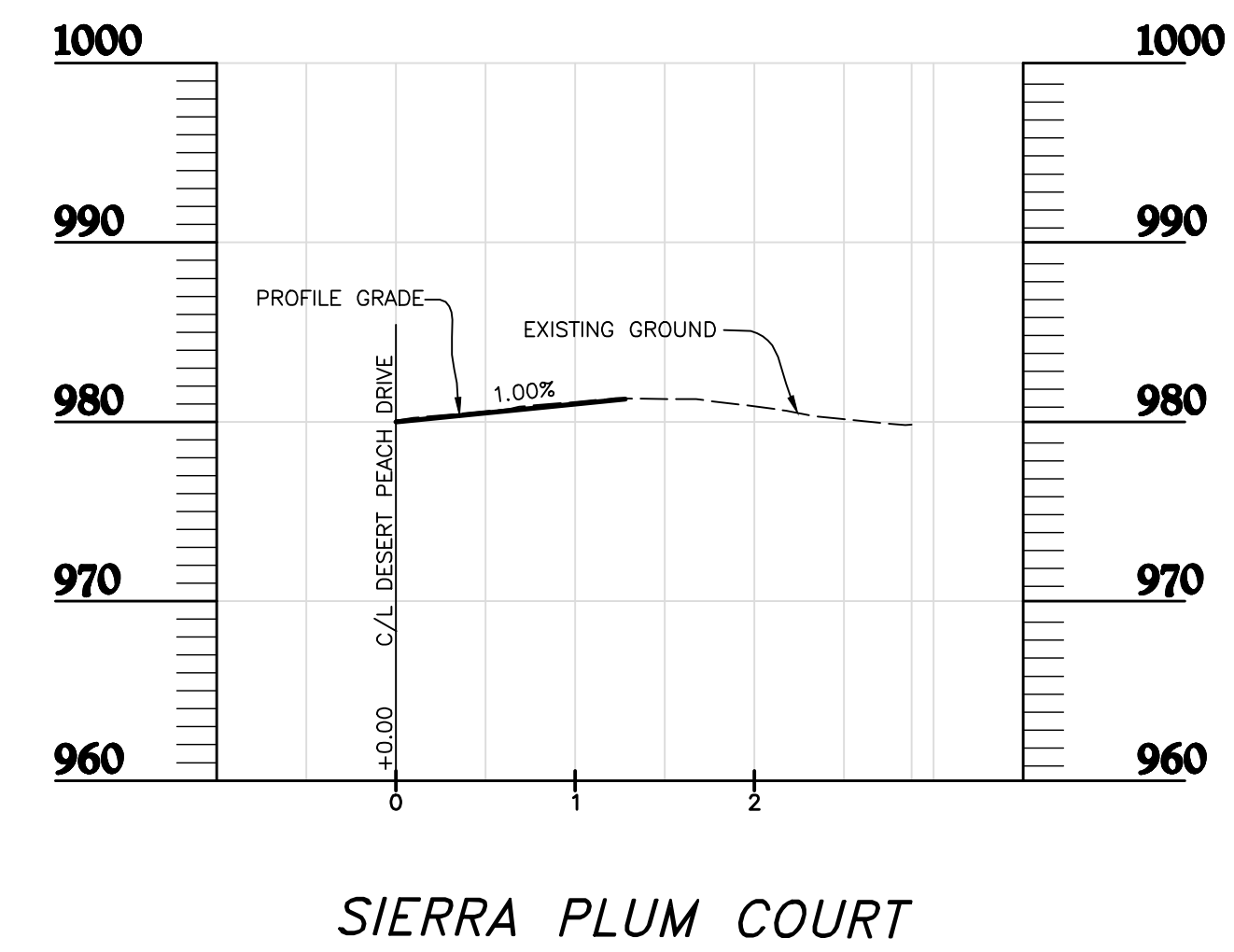
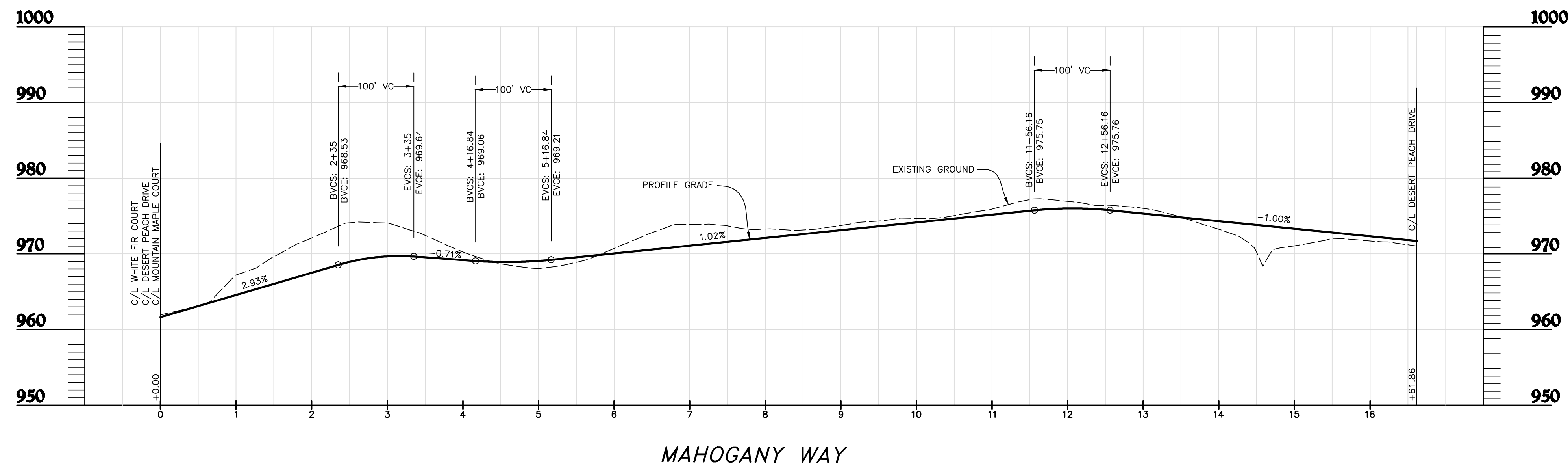
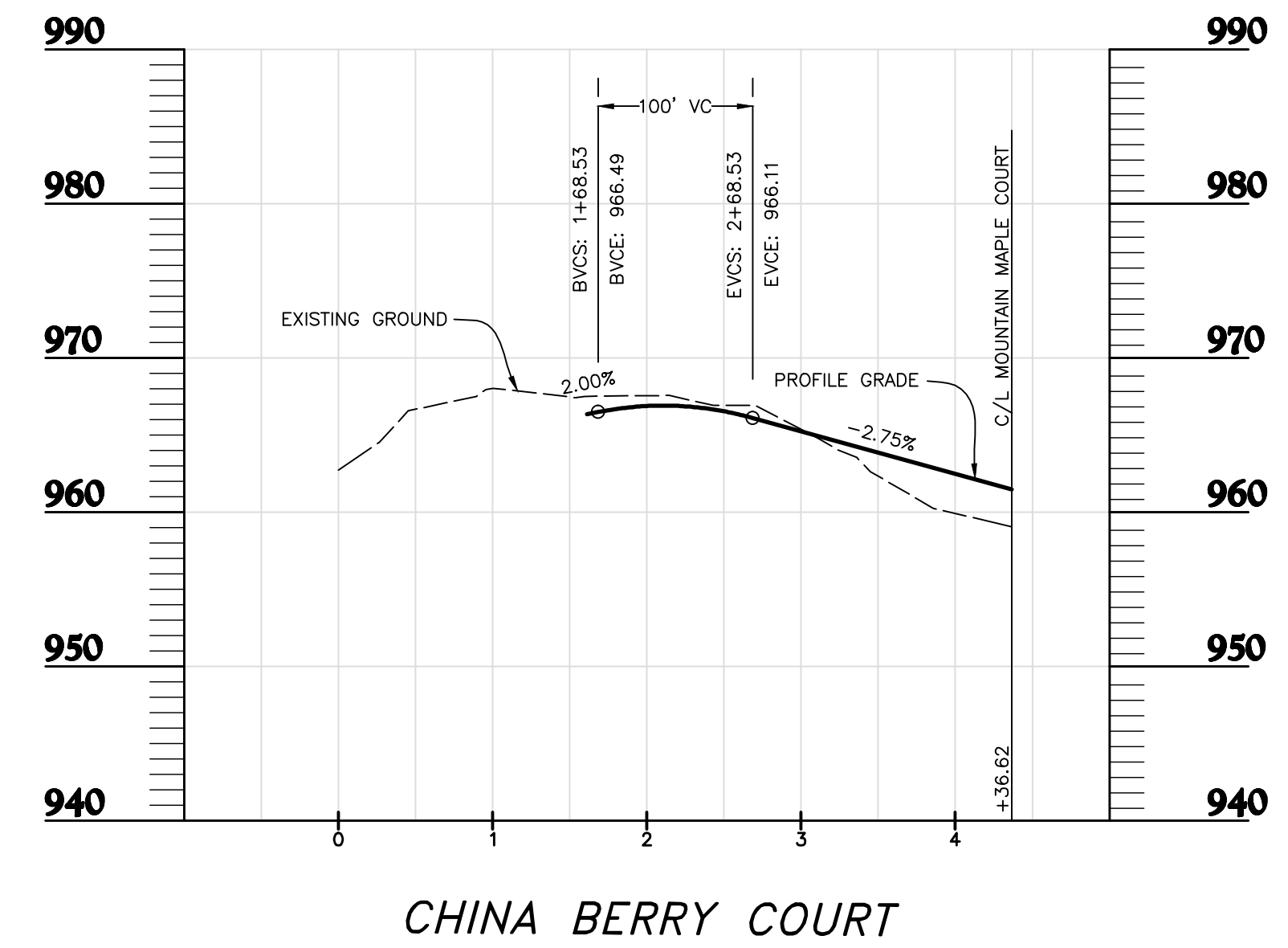
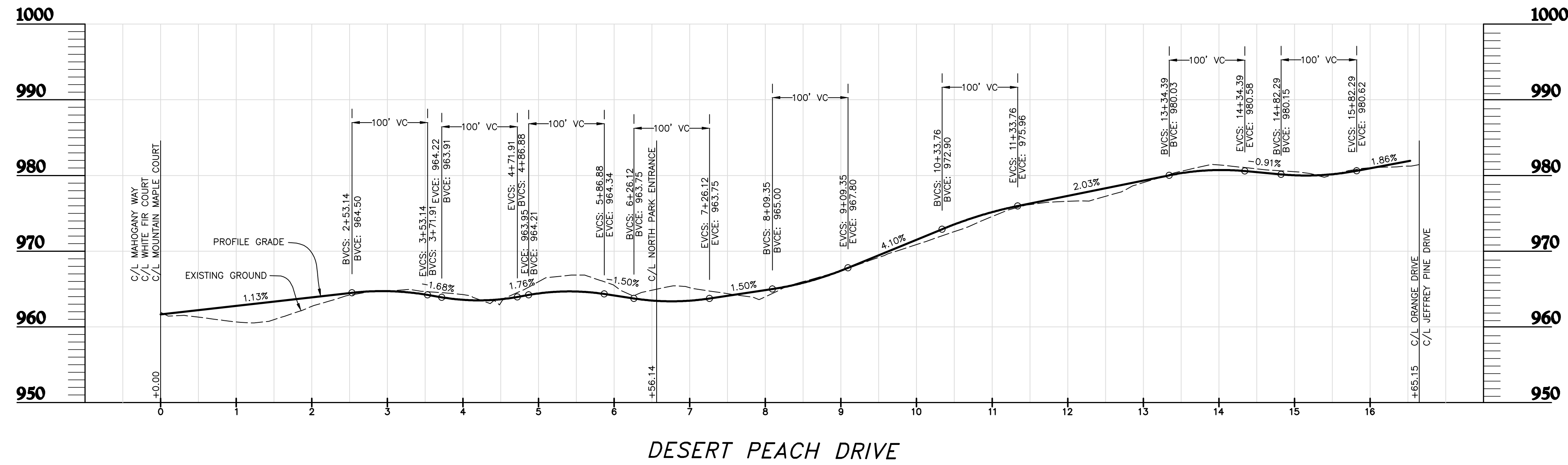
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THE RESERVE AT NEW CALIFORNIA  
JEROME TWP, UNION CO., OHIO  
PRELIMINARY PLAT/ PROFILES



SCALE: HORIZ. 1" = 50'  
VERT. 1" = 5'

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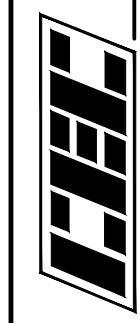
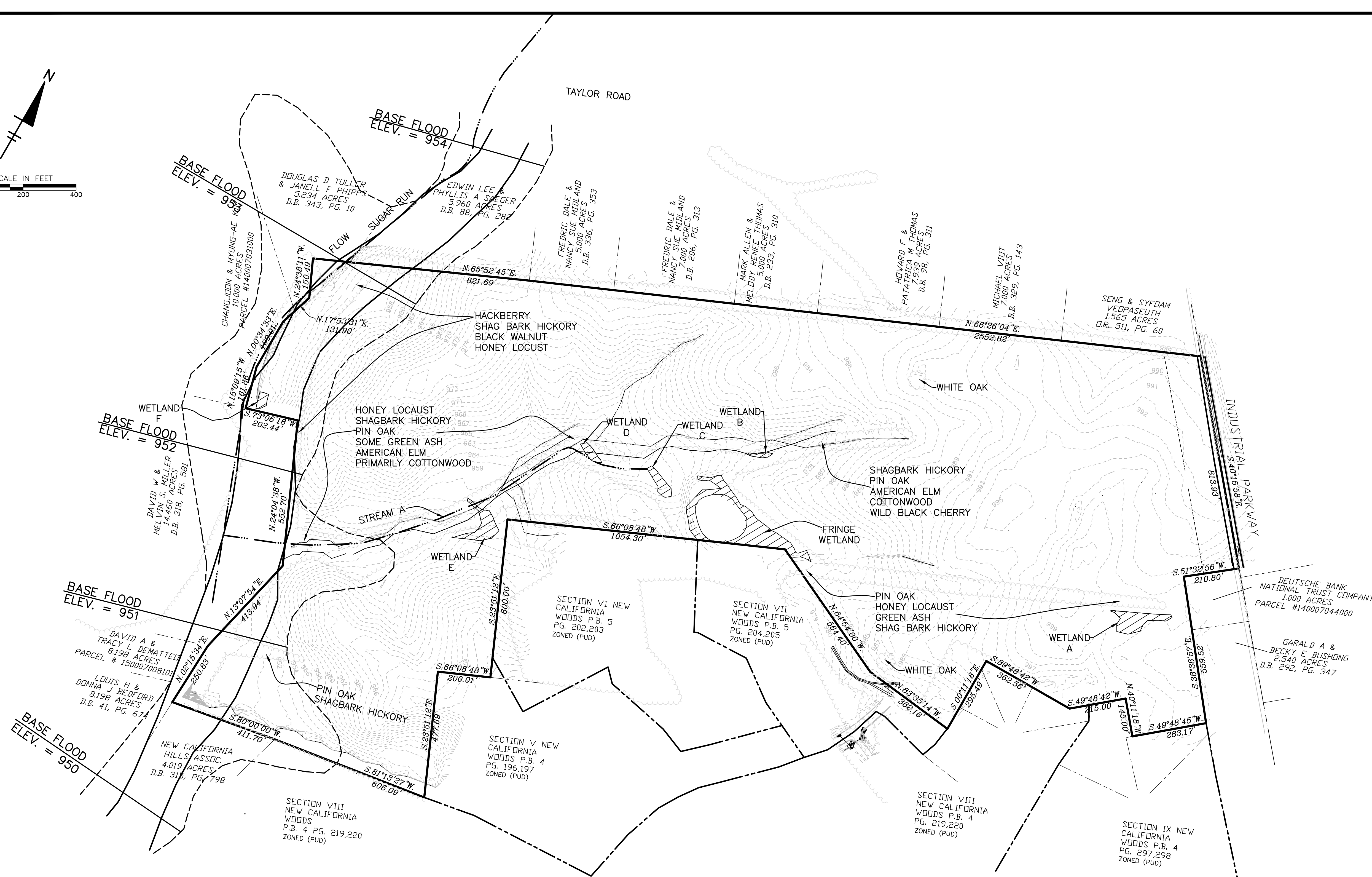
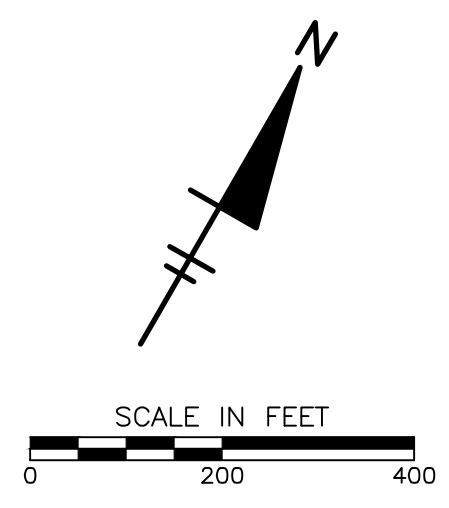
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DATE: MARCH 2013	231736

# THE RESERVE AT NEW CALIFORNIA

## JEROME TWP, UNION CO., OHIO

### PRELIMINARY PLAT / PROFILES

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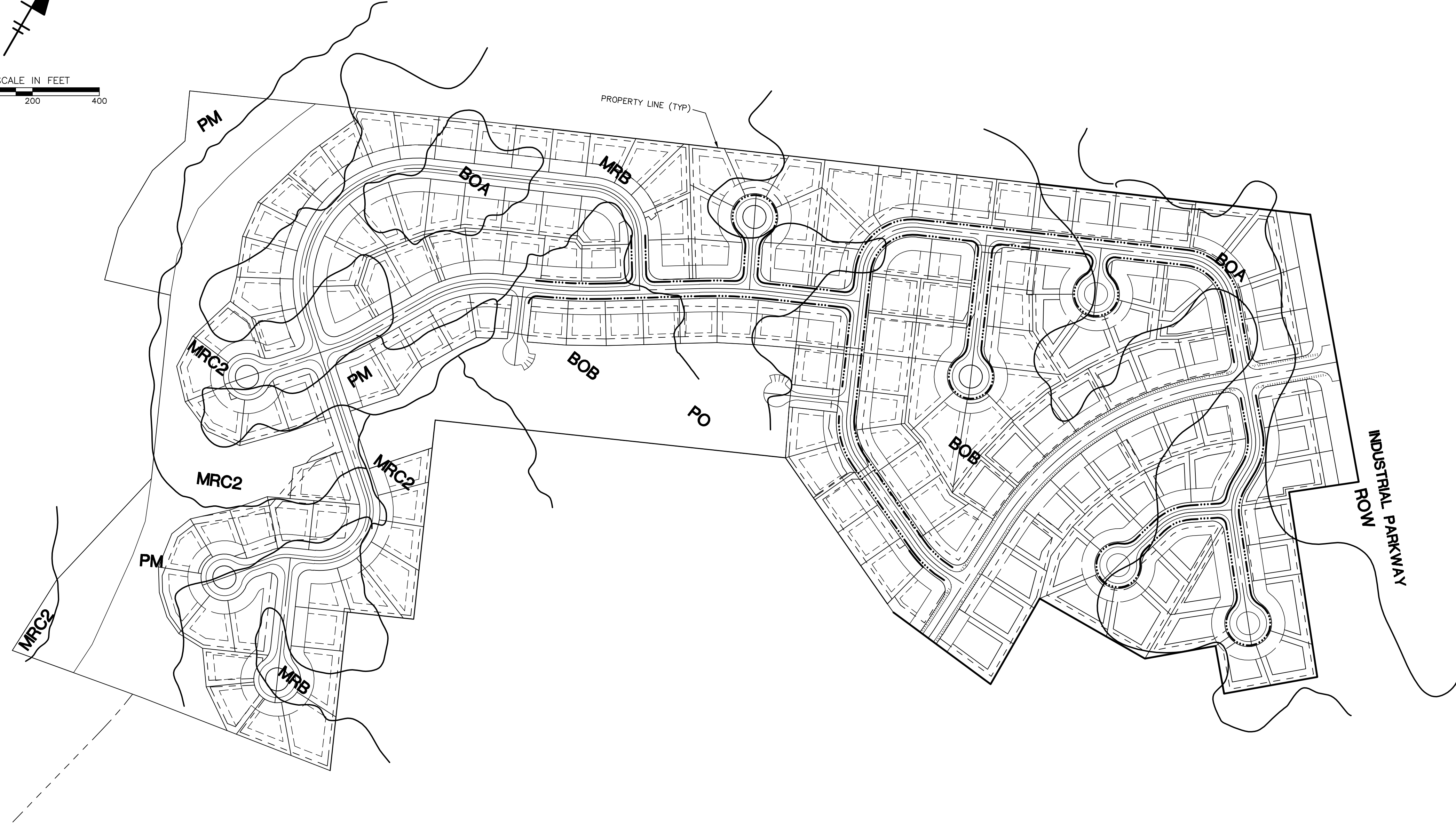
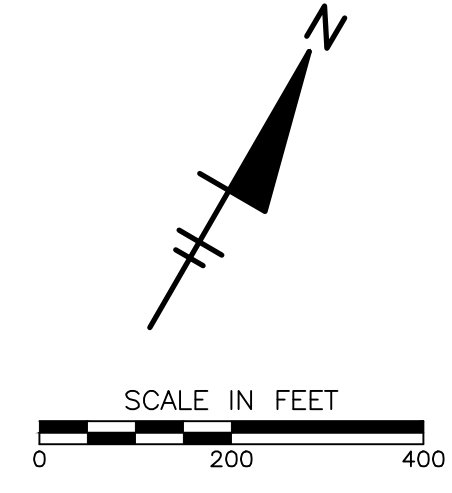
# THE RESERVE AT NEW CALIFORNIA

JEROME TWP, UNION CO., OHIO

## PRELIMINARY PLAT/ BOUNDARY/ TOPO



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**SOIL LEGEND**

- PO = POND 1.016 AC
- ROW = RIGHT OF WAY 0.561 AC
- WAST = WAST-DITCHES-CREEKS 0.561 AC
- CROPLAND**
- BOA = BLOUNT SILT LOAM 16.2 AC
- BOB = BLOUNT SILT LOAM 36.975 AC
- MRB = MORLEY SILT LOAM,2 23.506 AC
- MRC2 = MORLEY SILT LOAM,6 15.494 AC
- PM = PEWAMO SILTY CLAY L 5.733 AC
- WOODLAND**
- BOB = BLOUNT SILT LOAM,0 1445 AC
- MRB = MORLEY SILT LOAM,2 0.804AC
- MRC2 = MORLEY SILT LOAM,6 0.735 AC
- PM = PEWAMO SILTY CLAY L 5.307 AC



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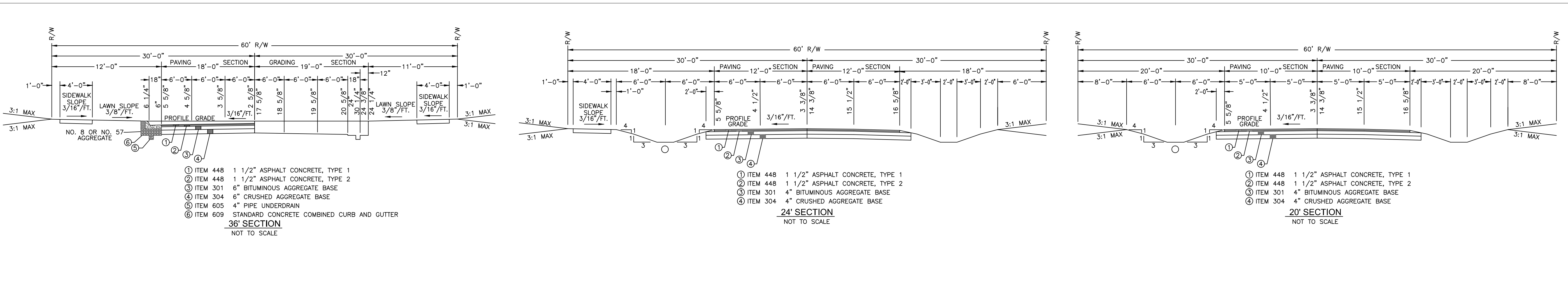
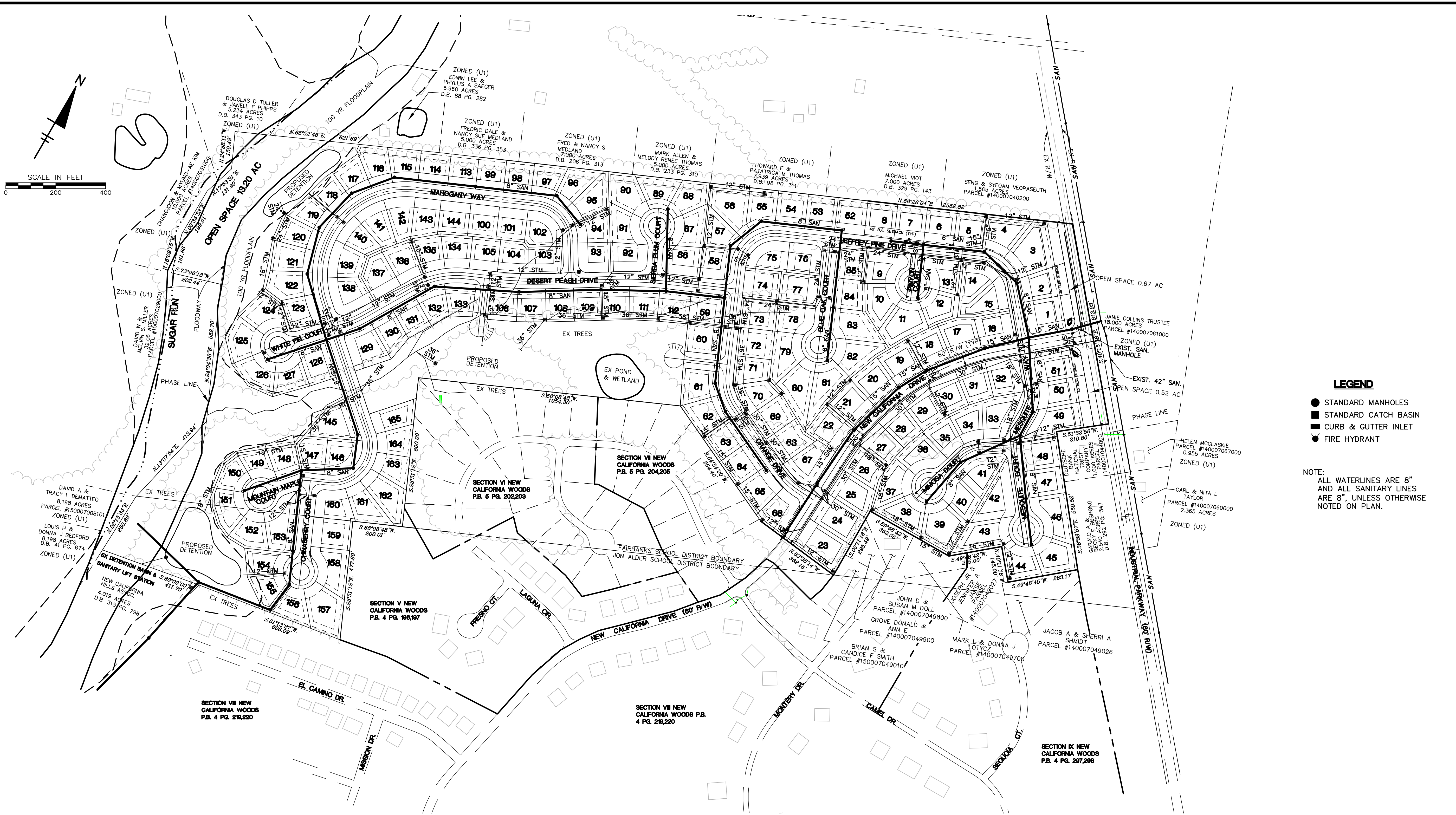
**THE RESERVE AT NEW CALIFORNIA**

**JEROME TWP, UNION CO., OHIO**

**PRELIMINARY PLAT/ SOILS**



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**LEGEND**

- STANDARD MANHOLES
- STANDARD CATCH BASIN
- ▬ CURB & GUTTER INLET
- FIRE HYDRANT

NOTE:  
ALL WATERLINES ARE 8"  
AND ALL SANITARY LINES  
ARE 8", UNLESS OTHERWISE  
NOTED ON PLAN.

# THE RESERVE AT NEW CALIFORNIA

## JEROME TWP UNION CO. OHIO

### PRELIMINARY PLAT/ PRELIMINARY UTILITY 8

**CIVIL & ENVIRONMENTAL CONSULTANTS INC.**  
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COLUMBUS, OH 43240  
(614) 640-6633 (688)598-6608  
Cincinnati OH • Pittsburgh, PA • Indianapolis IN • Nashville TN

DWN BY: DKN  
DATE: MARCH 2013

PROJECT NUMBER  
**231736**





Engineering, Planning and Zoning  
City Hall, 125 East 6<sup>th</sup> Street  
Marysville, Ohio 43040-1641  
(937) 642-6015  
FAX (937) 642-6045  
www.marysvilleohio.org

---

April 4, 2013

Mr. Weston Dodds  
Logan-Union-Champaign Regional Planning Commission  
P.O. Box 219  
East Liberty, Ohio 43319

**Subject:       The Reserve at New California  
                  Preliminary Plat Comments**

The City of Marysville has the following comments pertaining to the sanitary sewer and water system design shown within the Preliminary Plat submittal for the Reserve at New California development.

**Preliminary Plat / Preliminary Utility (Sheet 8):**

General:

1. Provide confirmation that the Union County Engineer's Office has approved the horizontal alignment of the City Utility Infrastructure.
2. Due to the provided plan view scale, it is difficult to perform an accurate and detailed review of the proposed horizontal alignment for the City Utilities. Therefore, the City reserves the right to make additional comments regarding the horizontal alignment and location of appurtenances during the Final Engineering process.

Waterline:

1. Please clearly label / delineate the location of the proposed and existing waterline within this development.
2. The existing waterline near New California Drive (from Industrial Parkway to Laguna Circle) shall be clearly labeled as "removed and replaced".
3. Show all adjacent utility infrastructure to provide a means of "looping" the waterline within the future sections of this development. Upon request, the City can provide the CAD Drawings (showing approximate location) or the existing plans for the adjacent water and sanitary sewer infrastructure along Industrial Parkway.

Sanitary Sewer:

1. Access to the sanitary sewer shall be provided for all adjacent properties. This access shall be provided via private utility easement and a sanitary sewer lateral terminating at their property line.

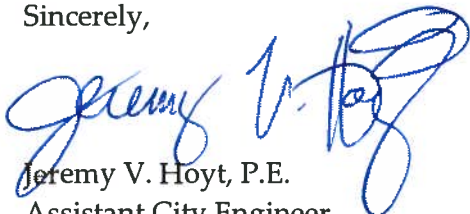


City of Marysville – Preliminary Plat Comments  
The Reserve at New California  
April 4, 2013

2. The existing sewer along the eastside of Industrial Parkway is twenty-four inches (24") in diameter. Please revise the plans accordingly.
3. To help confirm the design, please provide the following information:
  - a. The direction of flow for the gravity sewer
  - b. Confirmation that all sewer is configured correctly to enter the downstream trunk sewer along Industrial Parkway (near Orange Drive / Jeffrey Pine Drive / Blue Oak Court)
4. The City will require additional sanitary sewer sizing calculations during the Final Engineering process.

Please contact us if you need additional clarification or wish to discuss these comments further.

Sincerely,



Jeremy V. Hoyt, P.E.  
Assistant City Engineer

- cc. Rick Varner (City of Marysville)  
Scott Sheppard (City of Marysville)  
John Mitchell (City of Marysville)  
Valerie Klingman, P.E., P.S. (City of Marysville)



**County Engineer  
Environmental Engineer  
Building Department**

233 W. Sixth Street  
Marysville, Ohio 43040  
P 937. 645. 3018  
F 937. 645. 3161  
[www.co.union.oh.us/engineer](http://www.co.union.oh.us/engineer)

**Marysville Operations Facility**

16400 County Home Road  
Marysville, Ohio 43040  
P 937. 645. 3017  
F 937. 645. 3111

**Richwood Outpost**

190 Beatty Avenue  
Richwood, Ohio 43344

*Public Service with integrity*

April 4, 2013

Jenny Snapp, Director  
LUC Regional Planning Commission  
Box 219  
East Liberty, Ohio 43319

Re: Preliminary Plat Review  
The Reserve at New California

Jenny,

We have completed our review for the above final plat, dated March 2013. In addition, our office along with LUC, City of Marysville, and Union Soil and Water Conservation District met with the developer and design engineer on March 18<sup>th</sup>, 2013 to discuss this subdivision. As you are aware, this development went through the process outlined in the Subdivision Regulations starting in 2005, and reached the point of final design drawing approval in 2007. Since the preliminary plat had expired, we have asked them to go through the design review process again. We recommend approval of the preliminary plat, with the items below to be addressed during the final construction drawing submittals.

1. A permit will be required for all work proposed within the floodplain.
2. Offsite traffic improvements are required on Industrial Parkway. We are working with the traffic consultant on updating the previously submitted traffic study.
3. No driveway access will be permitted on Industrial Parkway for any proposed lot.
4. Lots number 1 and 51 shall have driveway access to Jeffrey Pine Drive and Mesquite Way, respectively.
5. There are several vertical curves (Blue Oak Court, New California Drive, Mountain Maple) where the minimum length of curve does not meet ODOT standard K values (sag=37, crest =19) for a 30 mph design speed.
6. Minimum pavement sections for open ditch roadways require 6" of 301 unless the ADT<200, with County discretion.
7. Provide perforated N-12 pipe (8" minimum) beneath the ditch bottoms on both sides of roadway.
8. Provide a 60' access easement instead of right of way for both park access drives.
9. Several runs of sanitary sewer are located within the right of way, specifically New California Drive, Mimosa Court and Mesquite Way. Please relocate these lines outside of the right of way, within an easement.
10. For emergency services, consider renaming the Mesquite Way/Mesquite Court roadway as just Mesquite Court. Also clarify the street name between Desert

Peach Drive and Mountain Maple Court. This entire run can be named Mountain Maple Court.

11. Label 100 year and normal water service elevations for all retention areas, and 100 year elevations for detention areas.
12. Indicate design and proposed posted speeds for all roadway sections.
13. All drainage calculations, pond and pipe sizes as well as easements will be reviewed in more detail during the final design process.
14. Include a signage plan for roadway network.
15. Include a flood routing plan in the final design drawings to show routing break points on roadways and through lot flood routing swales.
16. Detail all flood routing swales, including 100 year water surface elevation, ensuring at least 1' of freeboard between the 100 year water surface and the limits of the drainage easement.
17. Include finished grade (FG) elevations on all buildings, and possible walkout locations and elevations. All finished grade elevations for lots adjacent to the Sugar Run shall be a minimum of 1' above the floodplain elevation.
18. Show all utility profiles.
19. Confirm sight distance on New California Drive and Industrial Parkway.
20. A Ditch Petition will need to be prepared and executed between the Developer and County prior to approval of Final Plat.
21. Provide detailed construction drawings to private utility providers.

In accordance with Subdivision Regulations of Union County, additional information is required from the developer prior to final plat approvals. It is the responsibility of the developer to become familiar with the regulations and file requisite information within the time frames outlined in the regulations. Should you have any questions, feel free to contact me at (937) 645-3165.

Sincerely,



Bill Narducci, P.E.  
Project Engineer  
Union County Engineer



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## STAFF REPORT

FOR CONSIDERATION BY LUC REGIONAL PLANNING COMMISSION EXECUTIVE  
COMMITTEE  
April 11, 2013

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### WATERFORD ESTATES – 10.761 ACRES – ZONING AMENDMENT

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- APPLICANT:** Mr. Richard Clemens  
6710 Little Sugarcreek Rd.  
Dayton, Ohio 45440  
937-545-3232
- REQUEST:** Request to re-zone parcel 1700260190000 from U-1 Rural Undeveloped District to PUD Planned Unit Development District.  
Total Acreage – 10.761 Acres  
Acreage to be Re-Zoned – 10.761 Acres  
Currently Zoned: U-1 Rural Undeveloped District  
Current Use: Single Family Home (remainder agriculture/undeveloped)  
Proposed Zoning: PUD Planned Unit Development District  
Proposed Use: Waterford Estates Subdivision, with a proposed maximum of 10 single family lots, with a minimum lot size of 0.60 acres. The proposed development would also contain 2.15 acres of open space. The maximum density is proposed to be 0.93 dwelling units per acre.
- LOCATION:** 8376 Mitchell Dewitt Road  
Plain City, Ohio 43067
- STAFF ANALYSIS:** The applicant is applying to re-zone parcel 1700260190000 from U-1 Rural Undeveloped District to PUD Planned Unit Development for the purposes of subdividing the parcel in a project to be called Waterford Estates. The parcel is adjacent to the Woods of Labrador Subdivision to the North and West. The proposed Waterford Estates Subdivision will contain a maximum of 10 single family lots with a minimum size of 0.60 acres. The subdivision will also contain 2.15 acres of common open space. The open space will include a water quality feature, entry feature, as well as an extension of 8 foot wide recreation trail along Mitchell Dewitt Road. The majority of the



# Logan-Union-Champaign regional planning commission

Director: Jenny R. Snapp

common open space (1.7 acres) includes existing wooded areas on the west side of the parcel.

The proposed PUD development standards and text appear to meet the requirements as outlined in Article VI-A of the Jerome Township Zoning Resolution. Staff feels that the PUD classification would be an appropriate designation on this piece of land, as it abuts another residential planned unit development. The development plan and text provided appear to be well within the guidelines established by the Jerome Township Zoning Resolution Section 602 (1)(a.). The proposed density of 0.93 dwelling units per acre is well below 1.75 dwelling units per gross acre set forth as a standard. Further, the proposed density is lower than that of the adjacent Woods of Labrador subdivision. The proposed Waterford Estates will generally have larger lot sizes than the Woods of Labrador. The development plan meets the requirement of a minimum of 20% open space (Jerome Township Zoning Resolution Section 604 (3)(g)). The open space will protect existing wooded areas on the west side of the property. Additional open space will include an asphalt recreation trail near the front of the property that runs along Mitchell Dewitt Road, and would be envisioned to extend west to connect to the Woods of Labrador, provided the necessary easements can be obtained.

Jerome Township has raised some concerns that the proposed development plan may not fit with the vision of their adopted comprehensive plan. The Jerome Township Comprehensive Plan calls for this area along Mitchell Dewitt Road to be developed as a Residential Conservation District. The comprehensive plan states that development in this area should have a density of between 1 and 2 dwelling units per gross acre. Further it states that the amount of open space in a conservation development should not be less than 40% of the gross acreage of the property being developed.

Staff feels that it is important to remember that the comprehensive plan should serve as a GUIDELINE for future development. In this instance the proposal for the property to be re-zoned may not meet the exact standards for development as set forth in the comprehensive plan, but staff feels that the development proposal does capture the intent of comprehensive plan. The applicant has shown in their development plan that they will be protecting existing natural features through their use of open space on the site (pg. 6-8 Jerome Township Comprehensive Plan). The proposed density of dwelling units per acre in the proposed development (0.93) is very near the recommended densities in the Residential Conservation

9676 E. Foundry St, PO Box 219  
East Liberty, Ohio 43319

• Phone: 937-666-3431 • Fax: 937-666-6203  
• Email: [luc-rpc@lucplanning.com](mailto:luc-rpc@lucplanning.com) • Web: [www.lucplanning.com](http://www.lucplanning.com)



# Logan-Union-Champaign regional planning commission

Director: Jenny R. Snapp

District as recommended by the Jerome Township Comprehensive Plan.

Further, the Jerome Township Comprehensive Plan states that the area's best suited for conservation development are large parcels of land with significant natural features and/or environmental constraints. The Comprehensive Plan goes on to state that conservation developments are to help preserve characteristics that are important to maintaining the rural character of the area. While this site clearly is not large tract of land with a large number of natural features or constraints, staff feels that applicant has kept within the spirit of the comprehensive plan by incorporating existing natural features on the site into their open space requirement, and using slightly larger lot sizes. Staff feels given the site location in relationship to other development, this is an appropriate use of the land.

## **STAFF RECOMMENDATIONS:**

Staff recommends **APPROVAL** of the re-zoning of parcel 1700260190000 from U-1 Rural Undeveloped to PUD Planned Unit Development in accordance with the staff review above.

## **ZONING & SUBDIVISION COMMITTEE RECOMMENDATIONS:**



# *Jerome Township Planning & Zoning Department*

KATHLEEN CROWLEY  
PLANNING & ZONING COORDINATOR

9777 INDUSTRIAL PARKWAY  
PLAIN CITY, OHIO 43064

April 1, 2013

OFFICE: (614) 873-4480  
FAX: (614) 873-8664  
JEROMETWPINSPECT@AOL.COM

Jenny R. Snapp, Director  
L.U.C. Regional Planning Commission  
Box 219  
East Liberty, Ohio 43319

Dear Jenny Snapp:

This letter is to inform you of a Jerome Township Rezoning Amendment:

Application: PUD-13-113

Name of Applicant: Mr. Richard Clemens

Rezoning: 10.761 acres – 8376 Mitchell Dewitt Road, Plain City, Ohio

Present Zoning: U-1 (Rural District)

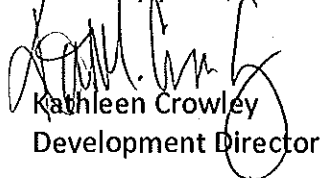
Proposed Zoning: PUD (Planned Unit Development)

Public Hearing Date has been set for: April 22, 2013 at 7:00 p.m.

The Zoning Commission would like your comments regarding this rezoning before the public hearing date.

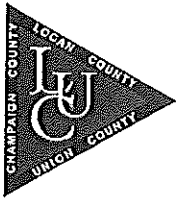
If you need further information, please feel free to contact me.

Sincerely yours,



Kathleen Crowley  
Development Director

Attachment



Logan-Union-Champaign  
regional planning commission

Director: Jenny R. Snapp

**Zoning Parcel Amendment Checklist**

Date: 4/1/2013 Township: Jermine

Amendment Title: RUD-13-113

Notice: Incomplete Amendment requests **will not** be processed by our office. LUC Regional Planning Commission will return them to the requestor, stating the reason the amendment was not accepted.

Each Zoning Parcel Amendment change must be received in our office along with a cover letter, explaining the proposed zone change (s). All items listed below must be received **no later than 10 days** before the next scheduled LUC Regional Planning Commission Executive Board Meeting (which is the second Thursday of every month). It is recommended that a person who is able to provide further information on the amendment attend the Zoning and Subdivision Committee meeting to answer any additional questions that may arise.

Required Item:	Completed by Requestor:	Received by LUC:
Cover Letter & Checklist	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Date of Request (stated in cover letter)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Description of Zoning Parcel Amendment Change(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Date of Public Hearing (stated in cover letter)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Township point of contact and contact information for zoning amendment (stated in cover letter)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parcel Number(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Completed Zoning Amendment Application	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Applicant's Name and contact information	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Current Zoning	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposed Zoning	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Current Land Use	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposed Land Use	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Acreage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Copy of Zoning Text associated with proposed district(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Contiguous and adjoining Parcel Information, including Zoning District(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Any other supporting documentation submitted by applicant	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Non-LUC Member Fee, If applicable	<input type="checkbox"/>	<input checked="" type="checkbox"/> N/A

Additionally, after final adoption regarding this zoning parcel amendment, please provide LUC with a letter stating the results of the Trustees vote, along with a copy of the adopted parcel change (s).

Please see reverse side for a timeline of the Township Zoning Amendment Process, per ORC 519.12

Revision: Initial, 8/2009

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# WATERFORD ESTATES

Custom Home Community  
Mitchell-Dewitt Road  
Jerome Township, Ohio



Rezoning  
March 28, 2013

# Table of Contents

Development Text

Exhibit A – Legal Description

Exhibit B – Boundary Survey

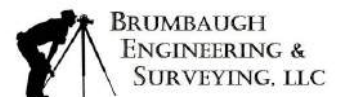
Exhibit C – Preliminary Engineering & Site  
Plan

Exhibit D – Utility Letters

Exhibit E – Landscape Plans

Exhibit F – Elevations

Exhibit G – Deed Restrictions



**WATERFORD ESTATES MASTER DEVELOPMENT SUMMARY**

<b>ZONING CLASSIFICATION</b>	<b>Proposed Acreage for Development</b>	<b>Additional Comments</b>
Planned Unit Development (PUD)	±10.7 Acres	Includes single family, and open space
<b>Total Acres</b>	<b>±10.7 Acres</b>	

**PLANNED RESIDENTIAL DEVELOPMENT SUMMARY**

<b>PUD Development Data</b>	<b>Proposed for Development</b>	<b>Required by Zoning Code</b>
<b>Development Summary</b>		
Single Family and R.O.W.	±8.611 Acres	
Open Space	±2.15 Acres (20%)	20%
<b>Total Acres</b>	<b>±10.761 Acres</b>	
Number of Units	10	
Density	±.93 du/ac	1.75 du/ac plus incentive units up to 1 du/ac
Max. Building Height-All PUD Areas	45'	None stated-As approved by development plan
Min. Front Yard Setback	40' from R.O.W.	None stated-As approved in development plan
Min. Side Yard Setback	15 feet total (7 ½' per side) 15' from open spaces	None stated-As approved in development plan
Min. Rear Yard Setback-SF	40'	None stated-As approved in development plan
Min. Lot Frontage at Setback-SF	92'	None stated-As approved in development plan
Min. Lot Size	.60 ac	None stated-As approved in development plan
Min. Parking-SF	3	None stated-As approved in development plan

Waterford Estates

Development Text

3.27.13

- a. Proposed location and size of the proposed planned district. This includes a survey map of the boundaries of the site and a legal description.**

The site is on the north side of Mitchell Dewitt Road, just east of the existing Woods of Labrador subdivision. The site is approximately 10.761 acres- See preliminary engineering and site plan (exhibit C), legal description (exhibit a), and survey for further information (exhibit B).

- b. A list and description of the precise uses proposed for the development. Listed uses shall be defined by their customary name or identification, except where they are specifically defined or limited in the Zoning Plan or this Zoning Resolution. Any listed use may be limited to specific areas delineated in the proposed Zoning Plan.**

Single Family homes are the only allowed use for this development

- c. Concept site plan of the proposed planned district, and proposed layout of all subareas.**

See attached preliminary engineering and site plan for the proposed site layout. Exhibit C)

- d. Proposed densities, number of lots and dimension parameters, and building intensities.**

There shall be a maximum of 10 single family lots, with a minimum lot size of .6 acres. Minimum lot width shall be 92' at the proposed building setback, and minimum lot depth shall be 190 feet.

The maximum density shall be .93 du/ac.

- e. Proposed parks, playgrounds, schools and other public facilities or open spaces including woodland preservation and natural topography preservation areas with their suggested ownership.**

The site has existing wooded areas to the west, with tree rows along the north and east property lines. The wooded area to the west shall be incorporated in a common open



space preserve totaling +/- 1.7 acres, which shall also include a small water quality feature and entry feature adjacent the entry road from Mitchell Dewitt.

An additional +/- .3 acres for the extension of an 8' wide recreation trail along Mitchell Dewitt road and associated landscaping shall be provided.

A common open space located within the interior of the loop road totaling +/- .15 acres shall also be provided.

A total of 2.15 acres, or 20% open space is being provided.

All common open spaces shall be owned and maintained by the HOA.

**f. Locations of stream channels, watercourses, wooded areas and buffer areas shall be designated. Existing topography and drainage patterns shall also be shown.**

There are no existing streams on the property. An existing wooded area is located on the western side of the property, with tree rows generally following the north and eastern property lines. Drainage generally runs from north the south. See attached exhibits for more clarity.

**g. Relation to existing and future lands use in surrounding area.**

Existing land uses are single family to the north and west of the site. Glacier Ridge metro Park is south of the site. Large lot single family/agricultural is located to the east of the site.

Future land uses shall be the same with the exception that the land to the east will most likely be developed and residential.

**h. Proposed provision of water, sanitary sewers, surface drainage, and street lighting.**

Water and sewer service will be provided by the city of Marysville (see Exhibit D)

On site surface drainage will be handled through ditches at the sides of the road, and water quality will be provided in a detention area located at the west of the entry drive.

Houses shall have individual post lights, one per lot, which are depicted on the accompanying exhibits (Exhibit E)

**i. Proposed traffic and pedestrian circulation pattern, indicating both public and private streets or highways, access points to public rights-of-ways, bike paths and trails, sidewalks and any off-site street improvements.**

The main entry to the site shall be on located approximately 260' from the eastern property line. All streets shall be public. An 8' wide asphalt recreation path shall be

installed along the frontage of the property at Mitchell Dewitt Road. The developer is committing to extend the path to the west to reach the entry of the Woods of Labrador entrance, if approved by the County Engineer, and upon securing all necessary easements to do so.

- j. An anticipated schedule for the development of units to be constructed in progression and a description of the design principles for buildings and streetscapes; tabulation of the number of acres in the proposed phase for various uses, the number of housing units proposed by type; building heights; open space; building intensity; parking areas; density and public improvements proposed.**

The site infrastructure shall be built as one phase. The construction shall occur upon approval of final engineering by the County and all Township approvals have been fulfilled. Upon securing zoning permits from the Township, the construction of 2 homes shall commence.

- k. Engineering feasibility studies and schematic plans showing, as necessary, water, sewer and other utility installations, waste disposal facilities, surface drainage, and street improvements.**

See attached preliminary engineering and site plans for feasibility (exhibit C) and attached letters from the City of Marysville and Union County Engineers for Preliminary Approval and availability (exhibit D).

- l. Site plan, showing approximate nonresidential building location(s), various functional use areas, circulation, and their relationship.**

See landscape plans depicting various use areas on site (exhibit E). There will not be any non residential buildings allowed on site. Union County Engineers have stated that a T.I.S. is not required.

- m. General architectural design criteria for proposed buildings, structures, signs and exterior lighting with proposed control features.**

See elevations for more details. (Exhibit F contains examples of elevations provided by the developer, and will be consistent with these elevations. These elevations may or may not be exact to finish product based on final home selection and alternatives of the individual home buyers.)

All homes shall be designed using 4 sided architecture. Siding materials shall be brick, stone, stucco stone, wood, or cementitious fiberboard, or a combination thereof. Shingles shall be an architectural grade asphalt dimensional shingle. Windows shall be wood or

aluminum clad wood windows. Each home shall have a unified light post in the front yard, as well as uniform mail boxes. Additionally, street trees shall be uplighted with low voltage LED landscape lights (see Exhibit E, landscape plan for locations).

Any allowed accessory uses shall be constructed of similar materials and shall be unified with the house that they are associated with.

The architectural standards and other items shall be controlled through deed restrictions and are subject to the HOA

- n. Deed restrictions, protective covenants, and other legal statements or devices to be used to control the use, development and maintenance of the land, the improvements thereon, including those areas which are to be commonly owned and maintained.**

The property and lots shall be subject to Deed restrictions and protective covenants, as well as Township zoning codes.

See attached model deed restrictions, exhibit G.

- o. Projected schedule of site development.**

It is anticipated that all approvals needed will be obtained by fall of 2013, at which time construction will begin on the site. Following the start of construction in 2013 (or as final approvals are secured) improvements including public roadways and utilities will commence in spring of 2014 (or 6 months after final approvals are secured). It is anticipated that the start of the first 2 homes will begin 9 to 12 months after initial project start- currently anticipated to be the summer/fall of 2014.

- p. Evidence that the applicant has sufficient control over the land to carry out the proposed development.**

The applicant has a purchase contract for the property. Copies of this contract can be made available for the Trustees review if needed.

- q. Regulation text for development in the proposed Planned Unit Development District. That text must set forth and define the uses to be permitted in the proposed District. The Regulation Text is intended to guide all development of the property proposed to be designated as a PUD.**

**This Regulation Text shall only apply to the PUD in question and all development within that PUD. All appropriate regulatory areas should be addressed by the applicant in the Regulation Text including, without limitation, the following:**

**i. All required setbacks including, but not limited to, buildings, service areas, off-street parking lots and signage, including rear, front and side yard areas.**

Front yard setbacks from internal street	40'
Rear yard setbacks for main structure	40'
Side yard setbacks	7 ½' each side- 15' total (no ac units, chimneys, or bay windows will encroach into this setback), or 15' minimum to common open space
Driveways	Driveways shall be minimum 2' from property line.
Accessory structures	Must be located in the rear yard-7 ½' min. side yard setback and 0' rear yard setback

**ii. All maximum height and size requirements of buildings, mechanical areas and other structures.**

45' maximum height -to peak of roof as measured from lower level walkout to peak of roof on a walk unit.

2,600 sf minimum for ranch homes

3,000 sf minimum 2 story homes

**iii. All parking and loading space standards per building square footage or dwelling unit type, including dimensions of all parking stalls, aisles and loading spaces.**

A minimum of 4 parking spaces including garage parking shall be included on each lot.

**iv. All street and road right-of-way and pavement width dimensions, curb cut spacing and other related circulation standards.**

Right of way and pavement standards shall be as required by the county and shown on the accompanying preliminary engineering plans. Right of ways shall be 60' width for main road, 50' width for loop road/ cul-de-sac; all roads will be 24' width per Union County Engineer.

**v. All pedestrian and bicycle walkway, trail and sidewalk dimensional standards, including rights-of-way and pavement width, and pavement standards.**

An 8' wide asphalt recreation trail shall be located along Mitchell Dewitt Road as shown on the accompanying plans. This pathway will be extended to the west to connect to the Woods of Labrador main entry if easements can be secured and approved by Union County Engineer.

**vi. All screening and landscaping standards, including buffer dimensions, height, landscape material, maintenance standards, and screening standards for off-street parking areas, loading docks, trash receptacles and dumpsters, ground- and roof-mounted mechanical units and adjoining areas.**

See landscape plans for proposed screening locations, materials, and installation sizes (exhibit E). Landscaping shall be maintained in a healthy living state, and any dead plant materials shall be replaced with same/similar plant material in a timely fashion, in no instance longer than 1 year after the plant has died.

Parking areas shall be located on each individual lot within garages (3 car minimum garage is required) and on the associated driveways.

Trash shall be handled by private trash hauler, and trash containers shall be located inside garages or behind front building line screened either architecturally or with plant material.

All air conditioning units, compressors, or generators shall be located beside home (not in required side yard), or in rear yard, and should not be visible from public streets.

**vii. All proposed signage including height, setback, square footage and colors.**

See attached signage plan for details (exhibit E). The signage shall be located on stone clad columns, on the west side of the entry road.

The sign placard shall be 2' x 2' sq, with the overall column not to exceed 10' to the top of the cap. The sign panel itself shall be no higher than 6' from grade. The sign panel shall be cast bronze or stone, and be limited to 2 colors. (See Exhibit E for signage column detail).

The sign columns shall be located a minimum 15' to Mitchell Dewitt and a minimum 15' to Waterford Way R.O.W.

**viii. All exterior lighting standards, including light intensity, placement, height and materials for parking lots, walkways, sidewalks and accent lighting.**

There shall be no roadway lighting. The light fixture will be black or bronze in color and shall have maximum height of 8' located minimum 10' from each property line. Landscape lighting shall be located on street trees as shown on the attached landscape plans. Each street tree shall have one flush inground low voltage light. Lighting shall also be directed at the waterfall feature, and sign columns shall be illuminated as well with low level landscape lighting. (See exhibit E for details). Landscape lighting in open space shall be maintained by the Homeowners Association (HOA).

**ix. All exterior architectural design standards, including material, color and styles.**

All homes shall be designed using 4 sided architecture. Siding materials shall be brick, stone, stucco stone, wood, or cementitious fiberboard, or a combination thereof. Shingles shall be an architectural grade asphalt dimensional shingle. Windows shall be wood or aluminum clad wood windows. Each home shall have a minimum three car garage.

Any allowed accessory structures shall be constructed of similar materials and shall be unified with the house that they are associated with.

Colors allowed shall be generally earth tone colors, and no colors of high intensity or chroma shall be used.

Stone headwalls at all culvert crossings for single family driveways shall be required and of consistent limestone material (see exhibit E).

Floorplans may be repeated on multiple lots; however exterior elevations shall be different per each lot with no elevations being repeated. See Exhibit E for example renderings (Note: Renderings shown are intended to demonstrate the design character, quality and detail that will be constructed with each home. Final home designs may vary from those shown).

- x. **A list and description of the precise uses proposed for the development. Listed uses shall be defined by their customary name or identification, except where they are specifically defined or limited elsewhere in the Zoning Plan or this zoning Resolution. Any listed use may be limited to specific areas delineated in the proposed Zoning Plan.**

Only single family uses shall be allowed with customary accessory structures.

- xi. **Frontage requirements, minimum lot area requirements, yard areas, lot coverage restrictions and perimeter setback requirements.**

Minimum lot size shall be .6 acres in size. Minimum lot width at the 40' front building setback shall be 92'. Rear yard setbacks shall be 40' for main structures and 0' for accessory uses. Side yard setbacks shall be 7 ½' minimum for main structures and accessory uses.

No more than 20% of a lot shall be covered with main structure and driveways.

Accessory uses (including pools and associated deck areas) shall not account for more than 20% additional lot coverage.

- xii. **Accessory structure standards and limitations.**



No accessory structures shall be allowed in any setbacks. Examples of permitted accessory uses are pools, pool house/cabanas, pump houses for pool, pergolas, trellises, gazebos and children's play equipment and play houses.

Restricted accessory uses are sheds and dog houses.

**xiii. Open space area, uses and structures, including proposed ownership and sample controlling instruments.**

The site has existing wooded areas to the west, with tree rows along the north and east property lines. The wooded area to the west shall be incorporated in a common open space preserve totaling +/- 1.7 acres, which shall also include a small water quality feature and entry feature adjacent the entry road from Mitchell Dewitt.

An additional +/- .3 acres for the extension of an 8' wide recreation trail along Mitchell Dewitt road and associated landscaping shall be provided.

A common open space located within the interior of the loop road totaling +/- .15 acres shall also be provided.

A total of 2.15 acres, or 20% open space is being provided.

All common open spaces shall be owned and maintained by the HOA.

**xiv. Any other regulatory area or matter deemed necessary or relevant by the Zoning commission.**

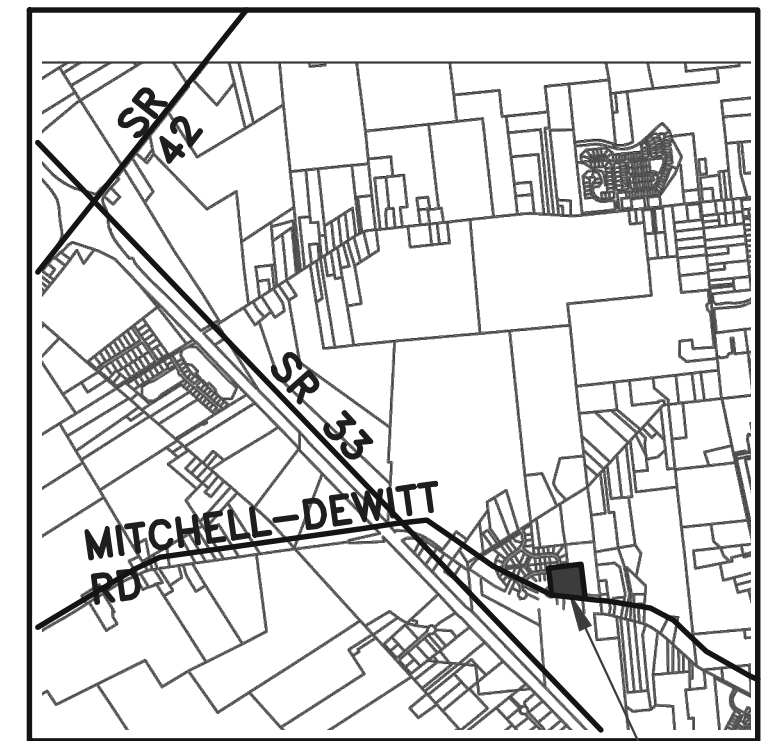
None applicable

**xv. The Regulation Text should contain the following provision: All development standards not specifically addressed by the Regulation Text shall be regulated by those general development standards set for the in the Zoning Resolution.**

# BOUNDARY RETRACEMENT SURVEY

OF 10.761 ACRES  
FOR CLEMENS DEVELOPMENT COMPANY  
STATE OF OHIO, COUNTY OF UNION,  
TOWNSHIP OF JEROME, V.M.S. 7181

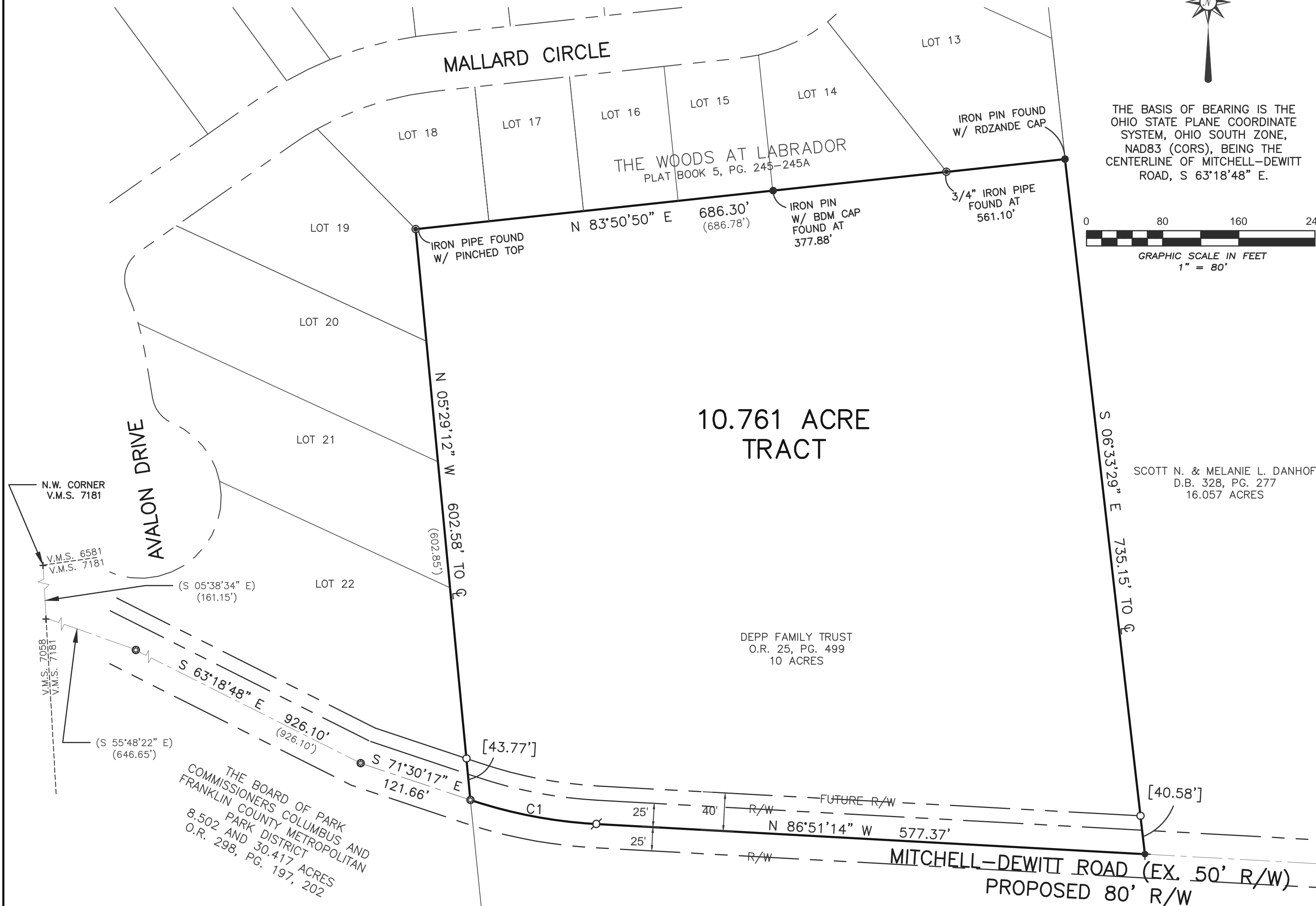
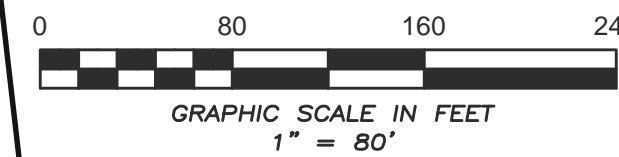
## LOCATION MAP



NOT TO SCALE SITE



THE BASIS OF BEARING IS THE OHIO STATE PLANE COORDINATE SYSTEM, OHIO SOUTH ZONE, NAD83 (CORS), BEING THE CENTERLINE OF MITCHELL-DEWITT ROAD, S 63°18'48" E.



SYMBOL LEGEND	
○	5/8" IRON PIN SET WITH YELLOW PLASTIC CAP STAMPED "BRUMBAUGH E&S"
●	5/8" IRON PIN FOUND
⊙	IRON PIPE FOUND
⊗	MAG NAIL SET
⊘	MAG NAIL FOUND
⊛	COTTON GIN SPINDLE FOUND
⊚	RAILROAD SPIKE FOUND
+	CALCULATED POINT
( )	REFERENCE DISTANCE OF RECORD
ALL MONUMENTS FOUND ARE IN GOOD CONDITION UNLESS OTHERWISE NOTED	

## PLAT OF SURVEY

SITUATED IN THE STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME, AND V.M.S. 7181 AND BEING ALL OF THE 10.761 ACRE TRACT CONVEYED TO DEPP FAMILY TRUST IN OFFICIAL RECORD 25, PAGE 499 IN THE UNION COUNTY RECORDERS RECORDS.

-ALL MONUMENTS FOUND ARE IN GOOD CONDITION, UNLESS OTHERWISE NOTED.

-NO BUILDINGS OR MAJOR IMPROVEMENTS WERE LOCATED DURING THIS SURVEY, UNLESS OTHERWISE SHOWN HEREON.

-THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

I CERTIFY THAT THIS PLAT OF SURVEY WAS PREPARED IN ACCORDANCE WITH OHIO ADMINISTRATIVE CODE CHAPTER 4733-37 STANDARDS FOR BOUNDARY SURVEYS. ALL MONUMENTATION IS OR TO BE SET AS SHOWN.

PHILIP C. BRUMBAUGH  
OHIO REGISTERED  
PROFESSIONAL SURVEYOR #5057

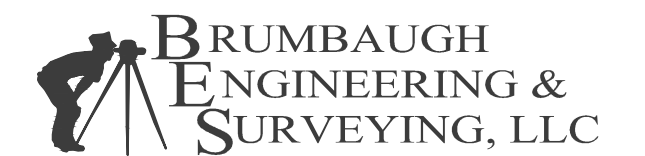
DATE: MARCH 21, 2013 JOB # 100.13  
BOUNDARY RETRACEMENT SURVEY FOR CLEMENS DEVELOPMENT COMPANY OF THE 10 ACRE TRACT IN DEED BOOK 170, PAGE 177

## FLOOD ZONE INFORMATION

BASED ON THE INFORMATION SHOWN ON FLOOD MAP, COMMUNITY PANEL 39159C 0390 D WITH AN EFFECTIVE DATE OF 12/16/2008, AS FURNISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), THROUGH THE NATIONAL FLOOD INSURANCE PROGRAM, THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE "X". ZONE "X" DENOTES AN AREA OUTSIDE THE 500 YEAR FLOOD PLAIN.

THE BOARD OF PARK COMMISSIONERS COLUMBUS AND FRANKLIN COUNTY METROPOLITAN PARK DISTRICT  
100.352 ACRES  
O.R. 234, PG. 496

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	134.99'	503.89'	15°20'59"	S 79°10'46" E	134.59'



BRUMBAUGH  
ENGINEERING &  
SURVEYING, LLC  
1105 NORTH MIAMI STREET  
WEST MILTON, OHIO 45383  
PH (937) 698-3000  
FAX (937) 698-3928

**“EXHIBIT A”**

**BRUMBAUGH ENGINEERING & SURVEYING, LLC  
1105 South Miami St.  
West Milton, Ohio 45383  
937-698-3000**

March 21, 2013

**Description of 10.761 Acre Lot**

Situate in the State of Ohio, County of Union, Township of Jerome being part of V.M.S. Number 7181 and being all of the 10 acre tract conveyed to Depp Family Trust in Official Record 25, Page 499 in the Union County Recorder’s Records, and being more specifically described as follows:

Commencing at the northwesterly corner of V.M.S. 7181 and being the southerly line of V.M.S. 6581;

Thence along the westerly line of V.M.S. 7181 S 05°38'34" E a distance of 161.15’ to a point at the centerline of the intersection of Mitchell-Dewitt Road (R/W 80’) and the westerly line of V.M.S. 7181;

Thence with the centerline of said Mitchell-Dewitt Road for the following 3 calls:

- (1) S 55°48'22" E a distance of 646.65’ to a cotton gin spindle found;
- (2) S 63°18'48" E a distance of 926.10’ to a cotton gin spindle found;
- (3) S 71°30'17" E a distance of 121.66’ to a cotton gin spindle found, marking the **TRUE POINT OF BEGINNING**;

Thence with the easterly line of the Woods at Labrador Subdivision as shown in Plat Book 5, Page 245 N 05°29'12" W a distance of 602.58’ to an iron pipe with pinched top found, passing a reference iron pin set on the north right-of-way line of said Mitchell-Dewitt Road (all iron pins set are 5/8” x 30” rebar capped Brumbaugh E & S) on line at a distance of 43.77’;

Thence with a southerly line of the Woods at Labrador Subdivision as shown in Plat Book 5, Page 245 N 83°50'50" E a distance of 686.30’ to a 5/8” iron pin found at the southeast corner of said Woods at Labrador Subdivision (passing over an iron pin found with BDM cap at 377.88’ and a 3/4” iron pipe found at 561.10’);

Thence with westerly line of a 16.057 acre tract conveyed to Scott N. & Melanie L. Danhof in Deed Book 328 Page 277 S 06°33'29" E a distance of 735.15’ to a railroad spike

found at the centerline of Mitchell-Dewitt Road (R/W 80), passing a reference iron pin set on the north right-of-way line of said Mitchell-Dewitt road at a distance of 40.58' from said centerline;

Thence along the centerline of said Mitchell-Dewitt Road N 86°51'14" W a distance of 577.37' to a mag nail set on the centerline of said Mitchell-Dewitt Road;

Thence continuing on the centerline of Mitchell-Dewitt Road with a curve turning to the right with an arc length of 134.99', with a radius of 503.89', with a delta angle of 15°20'59" with a chord bearing of N 79°10'46" W, with a chord length of 134.59', to **THE TRUE POINT OF BEGINNING;**

The above property contains a total of 10.761 acres, more or less, and being subject to all restrictions, easements, conditions and covenants, and legal highways of record.

The Basis of Bearing of the foregoing description is the Ohio state plane coordinate system, Ohio South Zone, NAD83 (CORS), being the centerline of Mitchell-Dewitt Road, S 63°18'48" E.

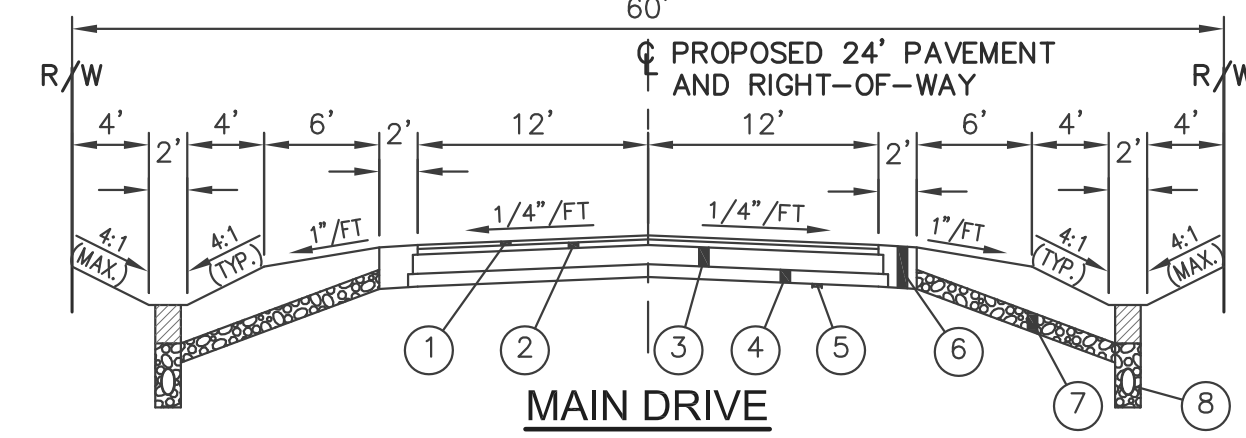
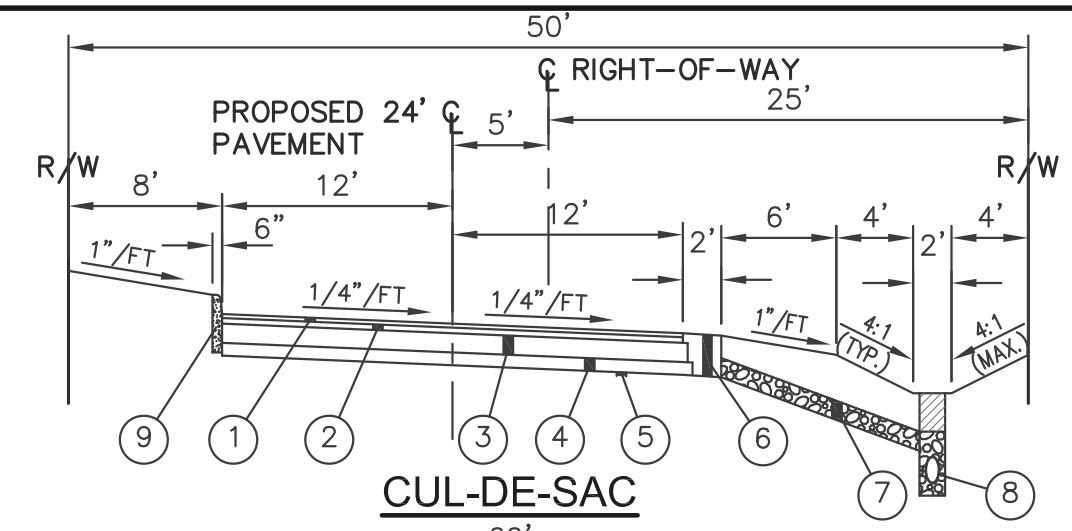
This description prepared based from a field survey by Brumbaugh Engineering & Surveying, LLC in March of 2013.

Philip C. Brumbaugh  
Ohio Reg. #5057

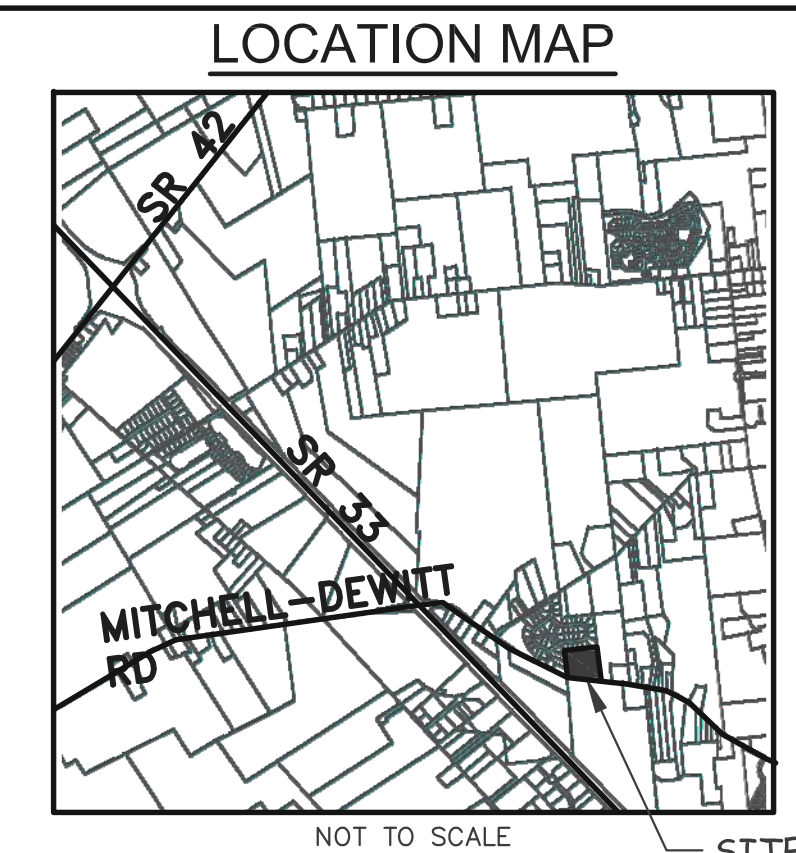
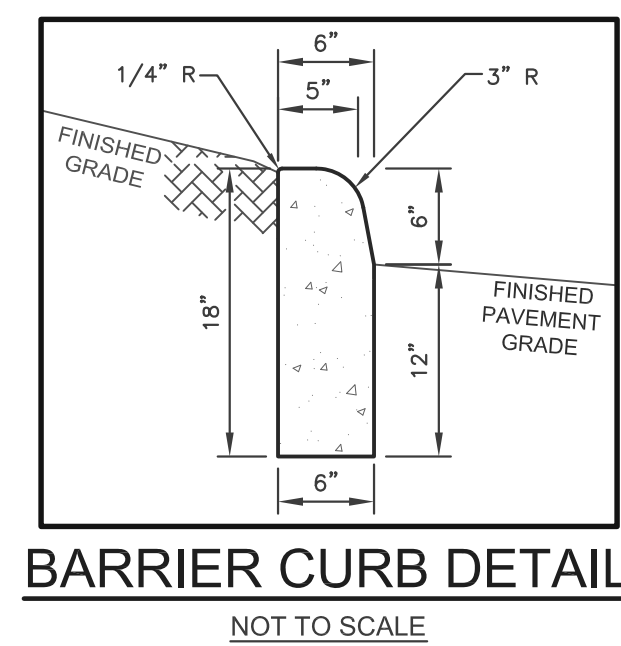
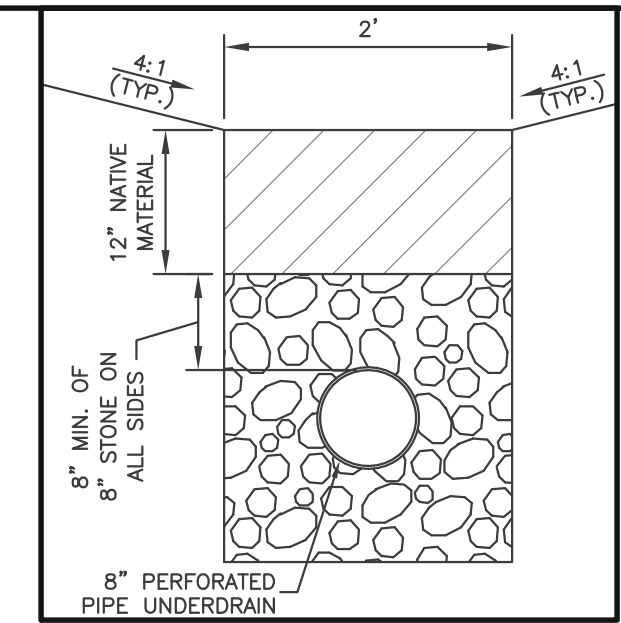


# PRELIMINARY ENGINEERING AND SITE PLAN

FOR  
**WATERFORD ESTATES**  
LOCATED AT 8376 MITCHELL-DEWITT ROAD, IN THE VIRGINIA  
MILITARY SURVEY NO. 7181, JEROME TOWNSHIP UNION COUNTY, OHIO  
10.7 ACRES  
MARCH 18, 2013



1. ODOT ITEM 448 ~ ASPHALT CONCRETE, TYPE 1, PG 64-22 (1 1/4" SURFACE COURSE)
2. ODOT ITEM 448 ~ ASPHALT CONCRETE, TYPE 1, PG 64-22 (1 3/4" BASE COURSE)
3. ODOT ITEM 301 ~ BITUMINOUS AGGREGATE BASE (6" COURSE)
4. ODOT ITEM 304 ~ AGGREGATE BASE (4" COURSE)
5. ODOT ITEM 204 ~ SUBGRADE (COMPACTED)
6. ODOT ITEM 304 ~ AGGREGATE BERM (13" COURSE @ 3/8" PER FOOT SLOPE)
7. 6" AGGREGATE DRAINS (@ 50' INTERVALS)
8. 8" PERFORATED PIPE UNDERDRAIN (SEE DETAIL THIS SHEET)
9. ODOT ITEM 604 ~ TYPE 6 BARRIER CURB



PLAN NORTH

2 WORKING DAYS  
BEFORE YOU DIG  
CALL TOLL FREE 800-362-2764  
OHIO UTILITIES PROTECTION SERVICE

HORIZONTAL SCALE 1"=50'  
VERTICAL SCALE 1"=100'

**OWNER / APPLICANT**  
CLEMENS DEVELOPMENT CO.  
ADDRESS: 6730 LITTLE SUGARCREEK ROAD  
DAYTON, OHIO 45440  
PHONE NO: (937) 545-3232

**LAND SURVEYOR / ENGINEER**  
BRUMBAUGH ENGINEERING & SURVEY, LLC.  
ADDRESS: 1105 SOUTH MIAMI ST.  
WEST MILTON, OHIO 45383  
PHONE NO: (937) 698-3000

**PLANNER / LANDSCAPE ARCHITECT / AISA**  
FARIS PLANNING & DESIGN, LLC.  
ADDRESS: 243 N. FIFTH ST.  
SUITE 401  
COLUMBUS, OHIO 43215  
PHONE NO: (614) 487-1964

**BRUMBAUGH ENGINEERING & SURVEYING, LLC**

1105 SOUTH MIAMI STREET  
WEST MILTON, OHIO 45383  
PHONE: (937) 698-3000  
FAX: (937) 698-3928  
EMAIL: John@bes-engineer.com

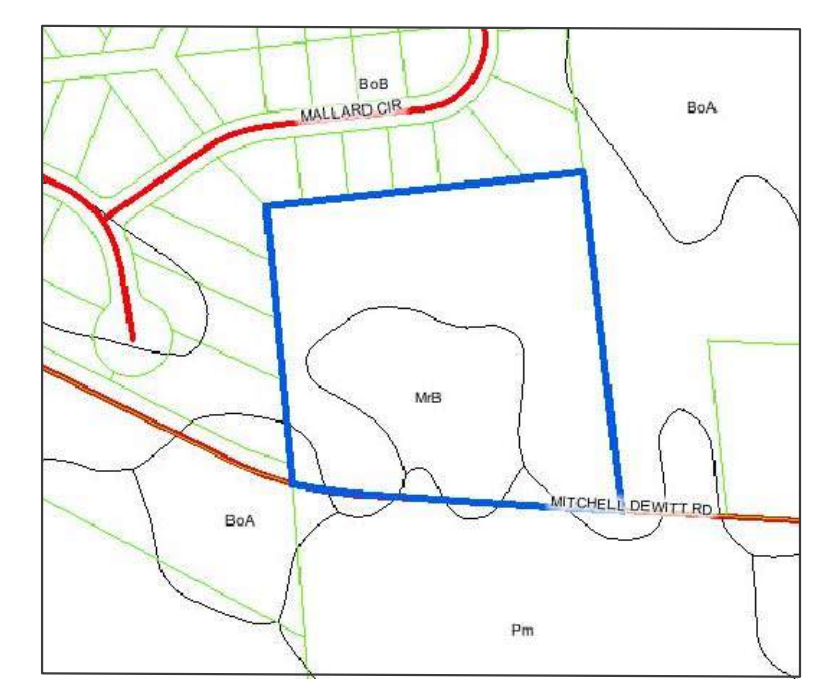
**LOT COVERAGE**  
MAXIMUM LOT COVERAGE IS 40%

**BUILDING SETBACK**  
(SEE TYPICAL LOT SETBACK DETAIL THIS SHEET)  
7.5' SIDEYARD SETBACK (U.N.O.)  
40' FRONTYARD SETBACK  
40' REARYARD SETBACK  
15' SETBACK FROM COMMON AREAS

**PROPOSED DENSITY**  
10 LOTS FOR SINGLE FAMILY RESIDENTIAL  
MINIMUM DEPTH 190 FEET  
MINIMUM WIDTH 92 FEET (AT SETBACK)  
BUILDING INTENSITY = 10/6.8 ACRES = ±0.68 ACRES/LOT

- NOTES:**
1. ENGINEERING FEASIBILITY ARE SHOWN HEREON FOR WATER, SANITARY, STORM, AND STREET DRAINAGE WITH SUPPLEMENTAL LETTERS ATTACHED.
  2. ALL DRIVEWAYS SHALL BE A MINIMUM OF 2' FROM PROPERTY LINES.

**SOILS SITE MAP**

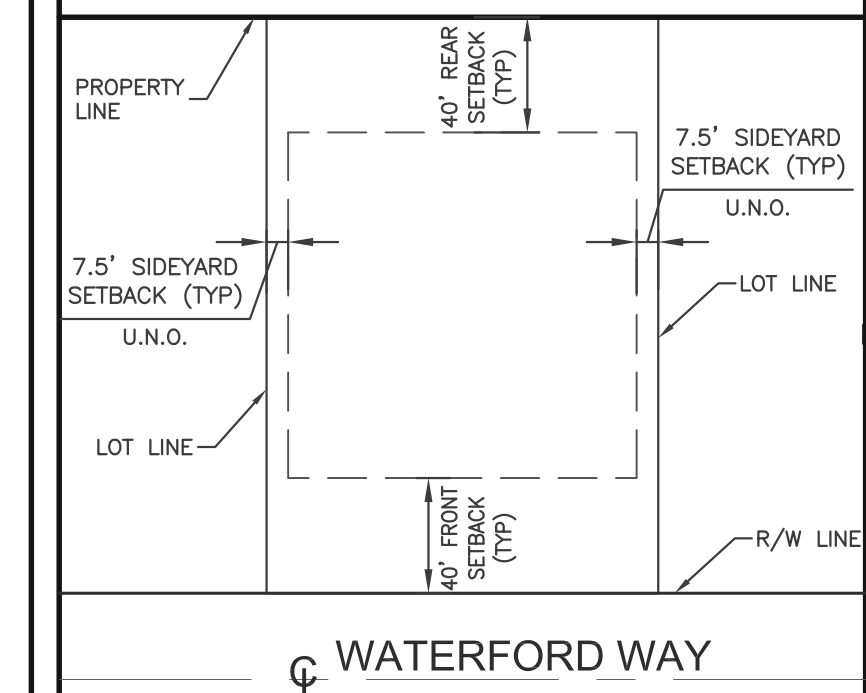


TOTAL AREA STREETS AND RW	1.7 ACRES
TOTAL AREA PUD LOTS	6.8 ACRES
TOTAL COMMON AREA	2.2 ACRES
TOTAL AREA	10.7 ACRES

**AVALON DRIVE**

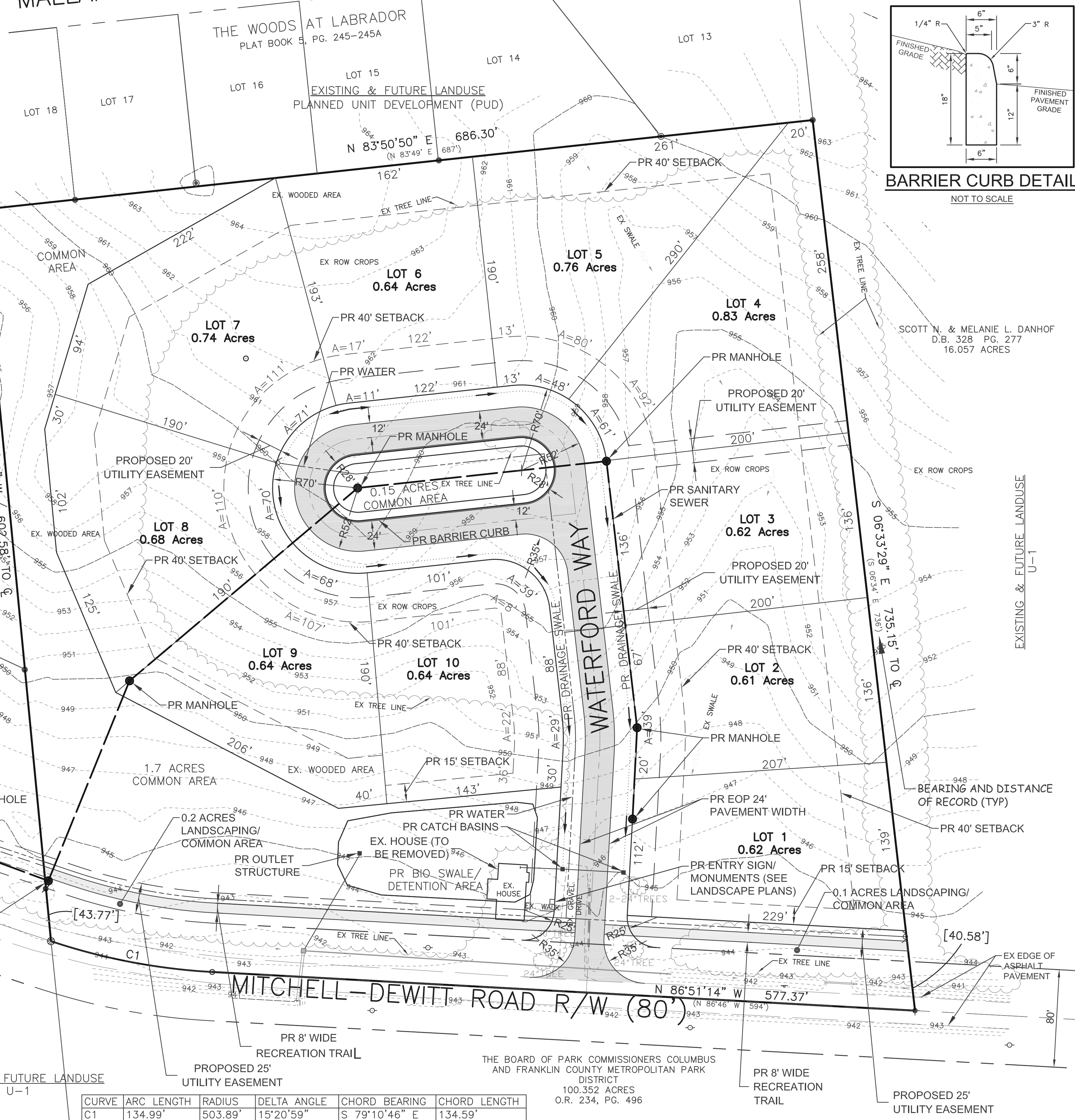
APPROX LOCATION EX 12" SANITARY STUB  
APPROX LOCATION EX 12" WATER STUB

**TYPICAL LOT SETBACK DETAIL**  
(UNLESS NOTED OTHERWISE)  
NOT TO SCALE



THE BOARD OF PARK COMMISSIONERS COLUMBUS AND FRANKLIN COUNTY METROPOLITAN PARK DISTRICT  
8.502 AND 30.417 ACRES  
O.R. 298, PG. 197, 202

**MALLARD CIRCLE**



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	134.99'	503.89'	15°20'59"	S 79°10'46" E	134.59'

**PRELIMINARY ENGINEERING AND SITE PLAN FOR WATERFORD ESTATES**

LOCATED AT 8376 MITCHELL-DEWITT ROAD  
IN THE VIRGINIA MILITARY SURVEY NO. 7181  
JEROME TOWNSHIP, UNION COUNTY, STATE OF OHIO

**EX. C**

SHEET 1 OF 1





**County Engineer  
Environmental Engineer  
Building Department**  
233 W. Sixth Street  
Marysville, Ohio 43040  
P 937. 645. 3018  
F 937. 645. 3161  
[www.co.union.oh.us/engineer](http://www.co.union.oh.us/engineer)

**Marysville Operations Facility**  
16400 County Home Road  
Marysville, Ohio 43040  
P 937. 645. 3017  
F 937. 645. 3111

**Richwood Outlet**  
190 Beatty Avenue  
Richwood, Ohio 43344

*Public Service with integrity*

March 19, 2013

John Brumbaugh, PE, PS  
Brumbaugh Engineering & Surveying, LLC  
1105 South Miami Street  
West Milton, Ohio 45383

Re: Waterford Estates

John,

As you are aware, a pre-application sketch plan meeting was held for the above subdivision in our office on February 7<sup>th</sup>, 2013. In this meeting, some concerns were made regarding the layout of the subdivision, in particular the configuration of the open space. Based on these concerns, the layout of the subdivision was revised and resubmitted to our office on February 26<sup>th</sup>, 2013. This revised layout contained a looped cul-de-sac configuration, with a grassed open space in the island of the cul-de-sac. I have submitted the configuration of this roadway to the Jerome Township Fire Department, with the recommendation that the pavement width for the looped section of the road be increased from 20 feet to 22 feet for one-way traffic, or 24 feet for two-way traffic. The Fire Department has confirmed that their vehicles can maneuver through this configuration, and therefore have given their approval based on the recommendations of increased pavement width.

In regards to the remainder of the design items reviewed by our office (stormwater management, grading, etc.), I have reviewed the sketch plan to the extent possible based on the available information, and do not see any immediate concerns preventing future approval of this development. Please note that this letter does not serve as final approval of the subdivision for construction by our office or any other office, and that the procedure laid out in the Subdivision Regulations of Union County must be followed prior to construction or final platting. This letter shall serve as a preliminary approval by our office of the layout and constructability of the subdivision, for the purpose of allowing the developer to proceed with rezoning of the property.

Should you have any questions, feel free to contact me at (937) 645-3165.

Sincerely,

Bill Narducci, P.E.  
Project Engineer  
Union County Engineer

Cc: Kathleen Crowley, Jerome Township Development Director (via email)  
Chief Scott Skeldon, Jerome Township Fire Department (via email)  
Captain Jay Olson, Jerome Township Fire Department (via email)  
Jenny Snapp, Logan-Union-Champaign Regional Planning Commission (via email)  
Jeff Stauch, Union County Engineer, (via email)

p:\engineering\private\development\the reserve\township\_letter\_2013-03-19.doc

**EX. D-1**



Engineering, Planning and Zoning  
City Hall, 125 East 6<sup>th</sup> Street  
Marysville, Ohio 43040-1641  
(937) 642-6015  
FAX (937) 642-6045  
[www.marysvilleohio.org](http://www.marysvilleohio.org)

March 12, 2013

John J. Brumbaugh P.E., P.S.  
Brumbaugh Engineering & Surveying LLC  
1105 South Miami Street  
West Milton, OH 45383

**Subject: The Reserve – Marysville Utilities**

Dear John,

As previously discussed, there are downstream public utilities (i.e. gravity sanitary sewer and waterline) at an elevation and size for any proposed development on your property located at 8376 Mitchell-Dewitt Road.

Per the attached GIS Exhibit, these utilities are located in the approximate horizontal location(s):

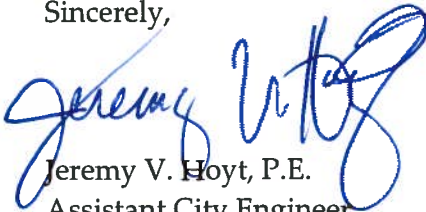
- The existing 8" Waterline is located at the terminus of the Avalon Lane cul-de-sac (approximately 450 feet away from the southwest corner of your property)
- The existing 12" Sanitary Sewer is located near the Avalon Lane cul-de-sac (approximately 500 feet away from the southwest corner of your property)

The GIS Exhibit also includes the approximate vertical utility elevations provided on the "As-Built Construction Plans" for the adjacent Woods at Labrador subdivision.

All utility design standards and fees (monthly user and one-time capacity charges) for the City's utilities can be found on our website ([www.marysvilleohio.org](http://www.marysvilleohio.org)).

Please contact us if you need additional clarification or wish to discuss these comments further.

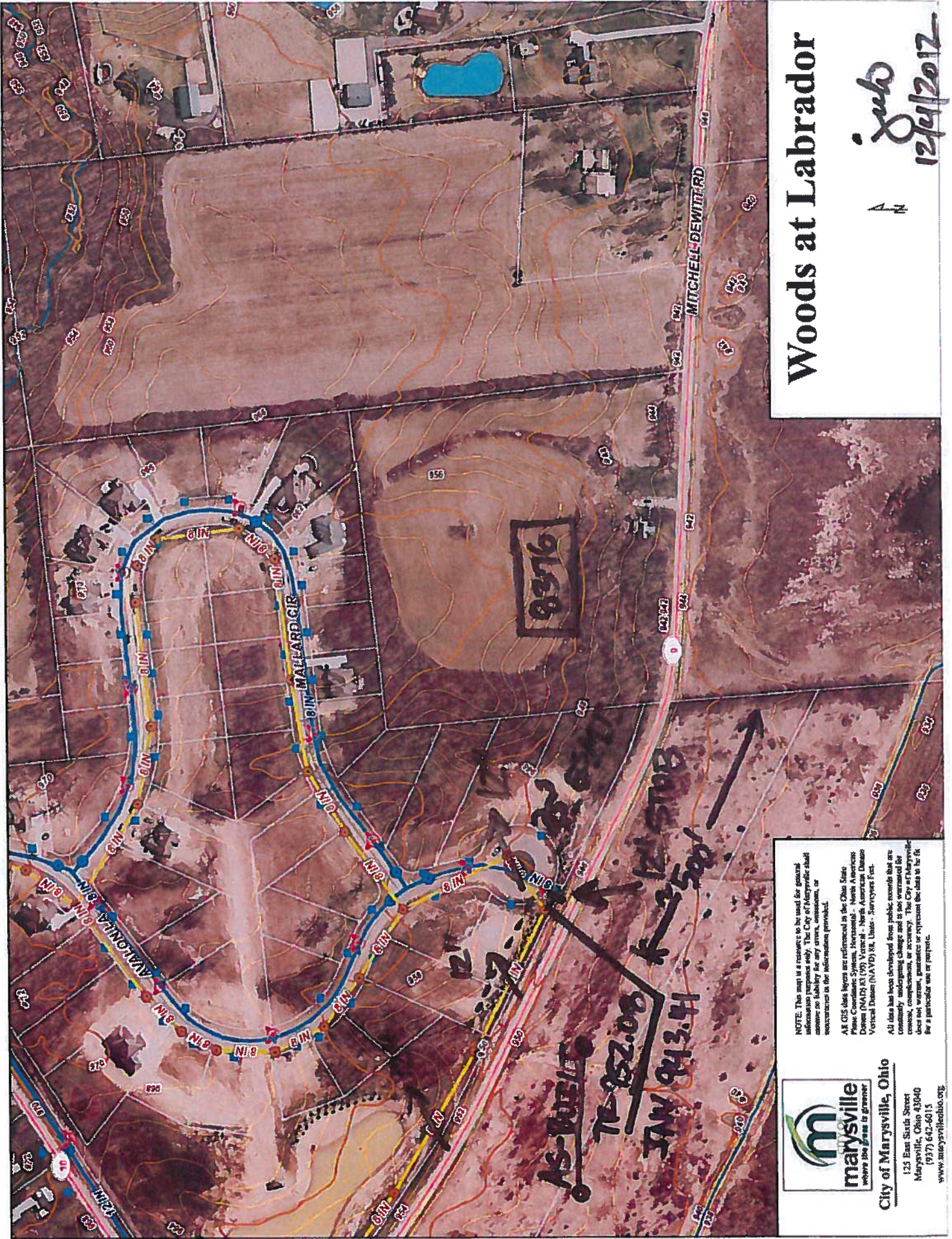
Sincerely,



Jeremy V. Hoyt, P.E.  
Assistant City Engineer

cc. John Mitchell (City of Marysville)  
Scott Sheppeard (City of Marysville)  
Rick Varner (City of Marysville)





# Woods at Labrador

*Sub*  
12/11/2012

NOTE: This map is a resource to be used for general information purposes only. The City of Marysville shall assume no liability for any errors, omissions, or inaccuracies in the information provided.

All GIS data layers are referenced to the Ohio State Plane Coordinate System, NAD83, North American Datum 1983 (NAD83) with the datum for the Ohio State Vertical Datum (OVD) in Units: NAD83 feet.

All data has been developed from public records that are constantly undergoing change and is not warranted for content, completeness, or accuracy. The City of Marysville does not warrant, guarantee or represent the data to be fit for a particular use or purpose.



**City of Marysville, Ohio**  
 125 East Sixth Street  
 Marysville, Ohio 43040  
 (937) 642-6013  
[www.marysvilleohio.org](http://www.marysvilleohio.org)

































VISIONS  
ARCHITECTS

CLEMENS  
COMPANIES

EX. F-1



VISIONS  
CONCEPTS

CLEMENS  
COMPANIES

EX. F-2





C  
CLEMENS  
COMPANIES

VISIONS  
ARCHITECTURE

EX F-3



VISIONS  
ARCHITECTURE

C  
CLEMENS  
COMPANIES

EX. F-4





VISIONS  
ARCHITECTURE

CLEMENS  
COMPANIES

EX. F-5

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This is a Declaration of Covenants, Conditions and Restrictions made as of this \_\_\_\_ day of March 2013, By Clemens Development Co. Inc., an Ohio Corporation, hereinafter referred to as "Declarant", under the circumstances summarized in the following Recitals.

### RECITALS:

- A. Declarant is the owner of certain real property, holding fee simple title to the same, with such property being situated in Plain City and Jerome Township, Union County, Ohio, as more particularly described in Exhibit "A" attached hereto and incorporated herein ("Property" or "Lot").
- B. Declarant intends to develop the Property into a single-family residential community consisting of approximately ten (10) Lots on which dwelling units are to be constructed, together with Common Areas and Amenities for the use, enjoyment, and benefit of the Owners.
- C. Declarant desires to establish a plan of Covenants, Conditions and Restrictions, and private assessments to provide for the preservation of the value, Common Area, and the Amenities of the Property. To accomplish these ends, Declarant is making this Declaration and has formed the Association to own maintain, repair and replace the Common Areas, and any Amenities located on the Property, and to enforce and administer the provisions hereof.
- D. Declarant states that the storm water detention basin, associated amenities, as well as entry monuments and signage (individually and collectively "Amenities") have been developed to serve the Property and said Amenities are more fully described in Exhibit "B", attached hereto and incorporated herein. Those portions of the Property owned by the Association for the benefit of its members shall be identified as "Common Areas".

### DECLARATIONS:

NOW, THEREFORE, Declarant hereby declares that all of the Property and any Additional Property added to this plan shall be held, sold, and conveyed subject to the following easements, enhancing and protecting the value, desirability, and attractiveness of the Property. These easements, restrictions, covenants, conditions, and assessments, unless otherwise specifically limited herein, are easements appurtenant and shall run with the Property and any additions thereto, and shall be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof, and additions thereto, and shall inure to the benefit of each owner of a Lot ("Owner"). This Declaration shall be binding upon all parties having any right, title, or interest in the Property, and each part thereof,



including, but not limited to, respective heirs, successors, and assigns. The Declaration shall inure to the benefit and be enforceable by, the Declarant, each Owner, the respective heirs, successors and assigns of each Owner, and the Waterford Estates Homeowner's Association, inc. ("Association").

**ARTICLE I.  
GENERAL**

- A. The Declarant is the owner of the Amenities and Common Area. The Declarant shall convey the Amenities and Common Area to the Association on or before the date upon which the Declarant owns ten percent (10%) or less of the Property. For purposes of determining percentage of ownership, the total number of lots in the Property, plus the Amenities and common Area, which shall include the detention basin, and any non-buildable area, as more particularly described on each recorded Waterford Estates Subdivision record Plan, shall equal one hundred percent (100%) of the Property.
- B. The Declarant may, at its election, convey the Amenities and Common Area to the Association at any time prior to the mandatory Turnover Date.
- C. Until such time as the Declarant conveys the Amenities and Common Area to the Association ("Turnover Date") the Declarant shall be responsible for the operation and maintenance of the Amenities, and Common Area. The cost of operation and maintenance of the Amenities, and common Area shall also be the responsibility of the Declarant, except as otherwise set forth in this Declaration.
- D. The Declarant agrees that no later than Turnover Date it will form a non-profit corporation under the Statues of State of Ohio for the purpose of owning, operating, and maintaining the Amenities, and common Area, enforcing this Declaration and levying and collecting assessments which shall be known as the Waterford Estates Homeowner's Association, Inc. ("Association").

**ARTICLE II.  
ASSOCIATION**

- A. The name of the Association shall be the Waterford Estates Homeowner's Association, Inc. It shall be formed as an Ohio non-profit corporation under Chapter 1702 of the Revised Code of Ohio, by the filing of the Articles of incorporation with the Offices of the Secretary of State of Ohio as above provided.
- B. The Association shall have the duty and authority for implementing, administrating, and enforcing all the terms and provisions of this declaration. The primary duty of the Association shall be the own, operate, maintain, repair, and replace the Amenities and Common Areas, and enforce these Declarations.

- C. The organization and operation of the Association will be controlled by the Articles of incorporation and By-Laws relating to the association as amended from time to time.
- D. The Association will act as an Owner's Association for the Lots on the Property. Such Association shall act as the dwelling unit owners association should the land and improvements be submitted to the processes of Chapter 5311 of the Ohio Revised Code, (Ohio Condominium Law), or in the event the Lots are further subdivided pursuant to Chapter 711 of the Revised Code (Ohio Plat Law) to assist in the maintenance of the Amenities, Bridge Area, or Common Areas.
- E. Each Owner, upon obtaining title to a lot shall automatically become a member of the Association. Membership is appurtenant to, and shall not be separated from, any ownership interest of a Lot. Such membership shall terminate upon the sale, or other disposition of such member's Lot ownership, at which time the new Owner will automatically become a member of the Association. When one (1) or more persons is an owner of a Lot, all such persons shall be members of the Association. In no event, shall vendee, purchaser, tenant, or other occupant not deemed to be a member of the Association, until the Lot is titles in their name(s). Each Owner shall be entitled to the number of votes in the affairs of the owned by more than one (1) person, each person shall have a fraction of a vote equal to his, her, or its undivided interest in that Lot. In no event, shall the vote of any lot be greater than one (1) vote.
- F. The association shall be governed by a Board of Directors ("Board") which shall be elected as provided for in the By-Laws for the Association, and such Directors shall exercise the powers, discharge the duties, and be vested with the rights conferred by operation of law, and the organizational documents of the Association.

**ARTICLE III.  
MAINTENANCE**

- A. The Association shall, among other things, be responsible for the maintenance, repair, replacement, regulations, and control of the Amenities, Common Areas.
- B. The Association shall maintain the Amenities in such a way as to allow the storm water to accumulate and discharge gradually so that the rate of runoff and discharge does not exceed the capacity of the discharge pipe, and also to ensure such discharge does not exceed the rate of pre-development runoff for the Property.
- C. The Association shall be responsible for the removal of any debris, silt, sediment, or other obstruction, so as to maintain the detention basin, Amenities, and Common Areas in good order and in a clean and aesthetically reasonable state.



- D. The Association shall be responsible for the routine mowing, and maintenance of the landscaping for the Amenities and Common Areas.
- E. The Association shall be responsible for maintenance and upkeep of all improvements, including, but without limitation, signage and entry monuments located in the Common Areas, or water features located in the Amenities.

**ARTICLE IV.  
ASSESSMENTS**

- A. The Association shall have the full power and authority to levy general and special assessments against Lots and Owners as may be necessary to obtain funds for the Association to perform its duties after the Turnover Date. Prior to the Turnover Date, on the date of closing for a purchase of a Lot containing a single family residence, the respective Owner shall pay to the Declarant a general assessment of Three hundred and XX/100 Dollars (\$300.00) if the closing occurs anytime within the first six (6) months of a calendar year, and Two hundred and XX/100 Dollars (\$200.00) if the closing occurs anytime within the last six (6) months of months of a calendar year. Additionally, every Owner shall pay the Declarant, or the Association, as the case may be, an annual general assessment of Three hundred and XX/100 Dollars (\$300.00), as adjusted from time to time, on January 1<sup>st</sup> of each year thereafter. Any assessment not spent by the Declarant in operating and maintaining the Amenities and Common Area and enforcing the provisions hereof, prior to the Turnover date, shall be paid to the Association on the Turnover Date, and used by the Association for the operation and maintenance of the amenities, and Common Areas and enforcement of the provisions hereof.
- B. Notwithstanding the foregoing, or anything else contained herein, Declarant, including its successors and assigns, shall not be required to pay an assessment, either general, special, or individual as provided in Article IV of the Declaration to the Association, prior to, or after the Turnover Date. Any Lot owned by the Declarant, its successors and assigns, shall be subject to the provisions of this Article IV (B). any purchaser of a Lot from Declarant shall be subject to the provisions of this Article IV, regarding any assessment, either general, special, or individual levied by the Association. The Association shall not be limited in any way by the provisions of this paragraph and the Association's ability to levy such assessments or collect the same from a purchaser of any Lot.
- C. For the purpose of providing funds for maintenance obligations as specified in Article III hereof, the association shall, prior to January 1<sup>st</sup> of each year, commencing with the Turnover Date, determine an estimated budget for the following calendar year. The annual general assessment chargeable to each Lot shall be equal to the product obtained when the total estimated budget for the calendar year is divided by the number of lots in the Association, as of the first day of each calendar year. The assessment with regard to any particular Lot shall commence on the earlier of: (1) the date that such lot is occupied for residential purposes; or (2) the date that said

lot is conveyed from a builder of Declarant to a third party who intends to occupy or rent the same for residential purposes. Such assessments shall become due and payable upon transfer of title for the lot, and not, necessarily, upon Owner taking possession of the lot or any dwelling unit located thereon.

- D. As soon as shall be practicable, in each calendar year, but in no event later than February 15<sup>th</sup>, the association shall send a written statement to each Owner showing the amount and method of calculation of the annual general assessment assessed against each Lot. The annual general assessments may be billed, however in annual, semi-annual, quarterly, or monthly installments, as the Board shall determine, in its sole discretion. The failure or the delay of the Association to prepare or serve the written statement as provided for herein, shall not constitute a waiver or release in any manner, of any respective Owner's obligation to pay the maintenance costs, assessments, and necessary reserves, as provided for herein. In the absence of any annual estimate, or adjusted estimate, the most recent annual budget shall control, and all Owners shall continue to pay the annual general assessment at the existing rate established by the previous period, until the written statement as provided for in this Article IV (D) is produced. At which time, all owners shall pay the amount as indicated on the most recent written statement. The Association upon majority vote of approval, shall have the right to levy a special assessment to cover any shortfall in the annual budget and to ensure the Reserve, as required in Article VI (J), is maintained at all times.
- E. If an Owner shall fail to pay any installment of such annual general assessment within fifteen (15) calendar days following the date the same becomes due, such amount shall be deemed delinquent, and will bear interest at the rate of fifteen percent (15%) per annum, until paid in full. For purposes hereof, all payments shall be applied in the following order: late fees, penalties, interest, and principal. The provisions of this paragraph shall also be applicable to any special assessments levied by the association against any Lot.
- F. If the Owner of any Lot shall fail to pay the annual general assessment or any installment thereof within thirty (30) calendar days following the date the same becomes due, the Association shall have the right to sue such Owner for a personal judgment, and in addition, shall have the right to place and enforce a lien hereinafter imposed. The amount due from such Owner shall include the unpaid assessment, or any installment thereof, as well as the cost of such proceedings, including, but not limited to reasonable attorney fees, filing fees, court costs, and any prejudgment and post-judgment interest as provided for herein, or in law or equity. Notwithstanding the foregoing, the association shall have any right and remedy, including the right of injunctive relief or foreclosure, as permitted in both law and equity. The provisions of this paragraph shall also be applicable to any special assessments or Special lot Assessment levied by the Association against any Lot.



- G. From and after Turnover Date, upon written demand by an Owner, and upon payment of a reasonable fee to be determined by the Board, the Association shall, within a reasonable period of time, but not more than twenty (20) calendar days after payment is received, furnish and issue to such Owner, a certificate that all annual general assessments, and any special or individual assessments, or installments thereof (including interest and costs, if any) have been paid with respect to any specified lot, as of the date of such certificate, or if all annual general assessments and any special assessments, Special Lot Assessments, and installments have not been paid, such notice setting forth the amount, including interest and costs, if any, due and payable as of such date. The Association may make a reasonable charge for the issuance of such certificate, which must be paid at the time the request for such certificate is made. Any certificate, when duly issued, shall be conclusive and binding with regard to any matter therein stated as between the Association and the Owner, a bona fide purchaser, or lender for the specific Lot identified in such certificate.
- H. The annual general assessment, both prior to and after the assessment thereof in each year, together with the continuing obligation to pay all future annual general assessments, and any special assessments or Special Lot Assessments levied in all future years, and all installments thereof, shall be, and remain a first charge against, and a continuing first lien upon, the Lots, and said charges and liens shall be superior to any and all other charges, liens, or encumbrances which may hereinafter in any manner arise, or be imposed upon the Lots, whether arising from or imposed by judgment of decree, or by any agreement, contract, mortgages, or other instrument, save and excepting such liens for taxes or other public charges as are applicable by law, made superior thereto, and any mortgage liens which enjoy priority over the lien for assessments.
- I. In addition to taking a Lot subject to the charges, and liens imposed herein, each Owner, by the acceptance of a deed or other instrument of conveyance for a Lot, whether it shall be so expressed in such deed or other instrument of conveyance, and every other owner, regardless of how it acquired title to a Lot, shall be deemed to agree to, and be personally liable for, the payment of each annual general assessment, and any special or individual assessments levied by the Association against such lot in each year during any part of which such Owner holds title to such Lot.
- J. The annual assessment as defined herein shall be used exclusively to promote the recreation, health, and welfare of the Owners of the Property, and the enforcement of this Declaration. The assessments shall include, without limitation, the following enforcement of the Declaration. The assessments shall include, without limitation, the following expenses: (a) maintenance and repair of those items which have been assigned or designated to the Association, including, but not limited to, the maintenance, repair and replacement of the Amenities, and Common Areas;

(b) insurance premiums for insurance policies obtained by the Association; (c) taxes and assessments, both general and special, which are levied on the Amenities, and Common Areas, if any, by governmental authorities; (d) costs for the operation, management and administration of the Association, including, without limitation, fees for property management, fees for legal and accounting services, fidelity bonds, and costs of mailing and postage; (e) to maintain a general operating reserve ("Reserve") to assure the availability of funds for the purposes hereunder, with such Reserve being a minimum amount equal to twenty percent (20%) of the annual budget, as amended from time-to-time.

- K. Each Owner's share of the annual general assessment shall be equal to a fraction, the numerator which is the total number of Lots owned by such Owners, and the denominator of which is the total number of all Lots on the Property.
- L. Notwithstanding anything to the contrary herein, if the Association shall incur any cost or expense for, or on account of, any item of maintenance, repair, or other matter directly, or indirectly occasioned, or made necessary by, any wrongful or negligent act or omission of any Owner or any occupant of a Lot, regarding the obligations of a lot Owner hereunder, or the enforcement of the provisions of this Declaration, the costs and expenses of the Association shall be borne by such Owner(s) of the subject lot or Lots, and not by the Association. If the Association incurs any cost or expense in regard to such matters, the Association shall be paid or reimbursed by such Owner(s) as a "Special Lot Assessment". A Special lot Assessment shall be due upon receipt, by an Owner and is subject to the enforcement provisions of this Declaration for Special Assessments.
- M. In the event more than one Owner (multiple Lot Owners) is responsible for any cost or expenses as described in this Declaration, as determined by the Board or a court of competent jurisdiction, such cost or expense shall be borne equally by such Owners, unless otherwise determined. No Owner may exempt itself from liability for its contribution toward any assessment, either general or special, together with any penalties and costs of collection, by the abandonment or surrender of its Lot. All Owners of a Lot shall be jointly and severally liable for the obligations under this Declaration, incurred during their time of ownership of said lot, and which obligation shall be personal obligation until paid.
- N. In the event any owner fails to abide by this Declaration in regard to any provision dealing with maintenance, repair and replacement involving said Owner's Lot, including, but not limited to minimizing construction debris, utilizing approved building materials, etc, and such matter exists to an extent that in the opinion of the Board, the conditions require maintenance, repair or services for purposes of protecting the public safety or residents in, or visitors to the Property, or in order to prevent or avoid damage to, or destruction of any part, portion, or aspect of the value of the Property, the Association shall have the right, upon approval of the majority of the Board, to enter upon that Lot and maintain, repair, or service the same. The cost of such maintenance, repair, or service shall be added to, and become a Special lot Assessment,



chargeable to the Lot benefited by such action. Additionally, and as provided for elsewhere herein, the Board shall have the right, upon a majority vote of the Board, to issue a Special Lot Assessment so as to remedy any breach or default of a Lot Owner of covenants and restriction as contained in this Declaration.

- O. For any assessment described herein, the Association may perfect the lien by recording a notice of lien with the Recorder of Union County Ohio, in any legally recordable form, including an affidavit as provided in Section 5301.252 of the Ohio revised Code. Non-payment of any assessment, or any installment of any assessment, shall be deemed, and is declared to be, a condition or event that creates an interest in real estate. Such lien shall expire five (5) years after the filing date of a notice of lien, unless preserved by the filing of a new notice of lien, or the commencement of foreclosure proceeding. Any lien established under this Declaration may be enforced by the Association in the same manner and to the same extent (including appointment of a receiver, foreclosure sale, and deficiency judgment) and subject to the same proceedings as in the case of foreclosure of a real property mortgage. In any enforcement proceeding, the amount that may be recovered by the Association shall include all costs of the proceeding, and to extent permitted by law, reasonable attorney and paralegal fees, in addition to any accrued interest, penalties, etc. on the original lien amount. In any foreclosure sale, the Association may become the purchaser, but in no way is the Association required to purchase the subject Lot. Any purchaser of a Lot at a foreclosure sale shall automatically become a member of the Association, and shall be subject to all of the provisions of this Declaration. When the purchaser of a Lot acquires title to the Lot, as a result of foreclosure of the first mortgage, the acquirer of title shall not be solely liable for the share of the assessments chargeable to the acquired lot that became due prior to the acquisition of title to that Lot. Instead, any unpaid share of the assessment becomes due and payable prior to the date of acquisition, and shall be deemed to be part of the assessments collectable from all of the lots, including that of the acquirer. In no way does the preceding sentence limit or otherwise waive the personal obligation of the lot Owner at the time the lien was placed against such Lot.

#### **ARTICLE V. AMENDMENTS**

- A. After the Turnover Date, the consent of at least seventy-five (75%) of all owners shall be required for any amendment of the covenants, conditions and restrictions which effect a change in the method of dividing the obligations for any assessment, the fundamental purpose of which the Amenities are to be used while owned by and/or the responsibility of the association, or any amendment to this Declaration other than as specified in Article IV (A) and Article IV (B).
- B. After the Turnover Date, and from time-to-time, this Declaration may be amended to include additional Lots from Additional Property. As used in this Declaration, the term "Additional

Property” Shall mean any real property adjoining the Property, which the Declarant owns, and/or has a right to acquire, and which together with improvements thereon, may be added to the Property. Such an amendment to this declaration will not affect the covenants, conditions, and any additional lots. Such an amended Declaration need no percentage vote of the owners, and may be simply signed by the Trustees of the Association, and filed for record with the Union county recorder.

- C. Prior to the Turnover date, the Declarant shall have the right and power to amend the Declaration as it so determines, in its sole and absolute discretion. Prior to the Turnover Date, an amendment to the Declaration will not require a vote of the Owners.
  
- D. For the purposes of amending this Declaration and determining the appropriate signatures for the same have been obtained, the Secretary of the Board shall determine whether the Owners who have approved of any amendment to this declaration constitute the Owners of the required percentage of Lots. Promptly after the approval of any amendment to this Declaration, the President of the Board shall cause to be recorded: (a) the written instrument of amendment, in properly executed form, signed by the President of the Association, or, if prior to the turnover date, the Declarant shall fill the roles of Board members described herein: and (b) the certificate of the Secretary of the association, that the Owners of at least seventy-five (75%) of all lots have approved such amendment. Notwithstanding the foregoing, the declaration may be amended at any time, without the vote of Owners by written instrument executed by the Declarant, prior to the turnover date, or the President of the Board, for any of the following purposes: eliminating or correcting any typographical or other inadvertent errors: eliminating or resolving any ambiguity; making nominal changes, making any changes necessary to meet the requirements of any institutional lender, the Veteran’s Administration, the federal Housing Administration, Federal National Mortgage Association, the mortgage Corporation, or any other agency that may insure or purchase loans on a Lot. No amendment for these purposes shall materially adversely effect any Owner’s interest in their lot, the Association, or the Common Area, without such Owner’s written consent. Each owner and its mortgagee, by acceptance of a deed to a Lot or a mortgage encumbering a Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Declarant as provided in the proceeding sentence. All such Owners and their respective mortgagees, upon request of Declarant, shall execute and deliver, from time to time, all such instruments and perform all such acts as may be deemed, by the Declarant, to be necessary or to effectuate the provisions of this paragraph.

**ARTICLE VI.  
EASEMENTS**

- A. The association shall have a right of access and an easement to, over, and through each lot during reasonable hours, and upon giving a reasonable notice for ingress and egress and all



other purposes which enable the Association to perform its obligations, rights, and duties, with regard to maintenance, repair, restoration, or surfacing of any items, lots, things, areas of, or on the Property, including, but not limited to, the amenities, Common Areas, monuments and signage, and for the removal, correction, or abatement of any violation or breach and any attempted violation or breach of the covenants and restrictions contained herein, or other restriction contained on the record plan, or to which the Property is subject.

- B. Each Lot shall be subject to easements for access arising from necessity of maintenance or operation of the Property pursuant to the provisions of this Declaration. The Owner of each lot shall have a permanent right and easement to and through the Common Areas for the use of water, storm and sanitary sewer, power, television, and other utilities now or in the future existing within the common property. The Association may grant easements through eh common areas for utility purposes for the benefit of the Property including, but not limited to, the right to install, lay, maintain, repair, and replace water mains and pipes, sanitary and storm sewer lines, gas mains, telephone wires and equipment, and electrical conduit and wires over, under, along, and on any portion of the Common Areas. Declarant hereby reserves easements across the Common Areas for the construction, installation, and maintenance of utilities, drainage facilities, storm and sanitary w=sewer, gas lines, and to cut and grade slopes in and along parcel boundaries at streets built within the Property.
- C. The owner of any Lot hereby grants, conveys, and assigns to the Association, an easement and right-of-way over its lot for the purposes of operating, maintaining, repairing, and replacing the Amenities, Common Areas, and storm water detention basin, and any fountains, filters, or conduits associated therewith, as indentified on the “detention basin non-buildable area” indentified on the Record Plan, any entranceway features, signage, fencing, landscaping, and lawn care which are the responsibility of the Declarant and/or the Association.
- D. Declarant and each Owner hereby grants non-exclusive easement to all law enforcement officers, firemen, ambulance operators, mailmen, delivery men, garbage and trash removal personnel, and all other similar persons and to local governmental authorities, but not to the public in general, to enter upon its lot, the amenities, and common Areas in performance of their duties.
- E. Each Owner hereby grants in the transfer of title to an owner shall be deemed to grant Declarant and/or the Association an irrevocable power of attorney to execute, acknowledge, and record fro and in the name of such Owner, and its mortgagee or mortgagees, such instruments as may be necessary to effectuate any easement granted or reserved by the Declarant and/or the Association in this Article VI.
- F. All easements and rights described are easements appurtenant running with the land, perpetually and shall be in full force and effect, and at all times shall inure to the benefit of, and be binding upon the Declarant, and any owner, purchaser, vendee, mortgagee, and any other

person having an interest in the Property or any part or portion thereof. The failure to refer specifically to any or all of the easements described in this Declaration in any deed of conveyance, or in any mortgage, or other evidence of obligation, shall not defeat or fail to reserve said easement, but the same shall be deemed conveyed or encumbered along with the Lot.

- G. Declarant reserves the right and easement for itself, its successors and assigns, to enter upon the Common Areas in order to install, maintain, repair, replace, and use pipes, wires, antennas, cables, conduits, and other lines and facilities for the purposes of providing water, sanitary and storm sewer, electrical, gas, telephone, television and other utilities or quasi-utility services to all or part of the Property and any additional property to be added to the provisions of this Declaration at a future date; to enter upon the Common Areas to the extent necessary in order to construct residential units, and/or other improvements on the above described additional property; and to use all streets and drives within the Common Areas for purposes of ingress and egress to such additional property. Developer shall have the right to grant any party having an interest in the additional property the right to use, maintain, repair, and replace any of the items above listed which now, or in the future, serve the additional property, or are located in or on the Common Areas, without the consent of any party having an interest in the Common areas whether the benefited portions of the additional property are ever annexed to this declaration. However, any utilization of the foregoing rights and easements shall not unreasonably interfere with the use and enjoyment of the Common area and Amenities; and if any damage, destruction, or disturbance occurs to the common Areas as a result of this utilization, the Common Area shall be restored promptly to the condition that existed immediately prior to the utilization at the sole cost and expense to the person or person making the utilization.
- H. If, by reason of the construction, reconstruction, repair, settlement, shifting, or other movement of any of the structures or improvements located on the Property, or by reason of the partial or total destruction and rebuilding of such structures and improvements, any part of the Common area encroaches upon any part of a Lot, or any part of any structure or improvements on a Lot, encroaches upon any construction of utility systems, any main, pipes, ducts, or conduits serving one lot encroach upon any part of any other Lot, valid easements for the maintenance of such encroachments are hereby established. These easements shall exist for the benefit of the affected Lot(s) and the Common areas, as the case may be, so long as the encroachment exists. However, in no event shall a valid easement for any encroachment be created in favor of any Owner, if the encroachment occurred due to the willful conduct of that Owner.

#### **ARTICLE VII.**

#### **LIABILITY AND OTHER INSURANCE**

- A. The association, as a common expense, shall insure itself, the Board, all owners and members of their respective families and other persons residing with them in the Property,



their tenants, and all persons lawfully in the possession or control of any dwelling unit, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from destruction of property occurring upon, in or about, or arising from the Amenities. Common area such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) in respect to bodily injury, disease, illness or death suffered by any on person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any on occurrence, and to the limit of not less than one hundred Thousand Dollars (\$100,000.00) in respect to damage to or destruction of property arising out of any on accident. Such policy shall not insure against liability for personal injury or property damage arising out of or relating to the individual lots or dwelling units located thereon.

- B. As a common expense, the Association shall obtain such other insurance as the Board considers necessary, which may include without limitation, fidelity bonds for anyone who either handles or is responsible for funds held or administered by the Association. The amount of such fidelity bond shall be equal to, at a minimum, the maximum funds that will be in the custody of the Association at any time such bond is in effect. In addition, such fidelity bond coverage must equal one-quarter (1/4) of the annual general assessments, together with the Reserve funds, if any.
- C. Any insurance coverage obtained by the Association shall contain a provision requiring the insurer to notify the Association and any mortgagee named in the mortgage clause, if applicable, in writing of the cancellation or a substantial change of coverage at least fifteen (15) calendar days prior to such cancellation or substantial change.
- D. The amounts and coverage of each insurance policy obtained by the Association shall be reviewed annually by the Board or its designated agent.
- E. The cost of any insurance policies obtained by the Association shall be included on the annual budget and incorporated into the amount of the annual general assessment.

#### **ARTICLE VIII.**

##### **ARCHITECTURAL REVIEW COMMITTEE AND REVIEW OF PLANS AND SPECIFICATIONS**

- A. In order to establish and assure the continued existence of the Property, pursuant to the uniform plan for the development of the Property by the Declarant, this Declaration shall set forth design standards ("Design Standards"), which may be amended by the Board after the Turnover Date, for the Property and for all structures and improvements located thereon, in furtherance of the following purposes: (1) the compliance with all zoning and similar governmental regulations; (2) the continued existence on the property of a community consisting of well planned residential, open space, structures and improvements, common Areas and Amenities; (3) the promotion of the health, safety, and

- welfare of all owners and occupants of any Dwelling Unit on a Lot; (4) the preservation, beautification, and maintenance of the Property and all structures and improvements thereon as a community of high quality; (5) a creation and preservation of adequate open space for the use and employment of all Owners and occupants of any Lot; (6) the perseveration and promotion of environmental qualities; and (7) the assurance of adequate water, sewage and drainage facilities and other utilizes and services for the Property.
- B. The Design Standards shall establish requirements relating to land use, architectural features, site planning, lighting, landscaping and signage. The Design Standards may include, but are not limited to provisions as to the following subject matters; (1) specification of materials, design, architectural style, color schemes, and other details affecting the exterior appearance of the Design Standards, structures, and improvements on any lot; (2) the reservation of utility, visual, and other easements; (3) the installation, location, and maintenance of utility lines and related facilities including water, gas, electricity, sanitary and storm sewage, telephone, cable television, and other communication systems; (4) the control of slopes to prevent erosion or grading problems; (5) the planting of trees and other natural resources; (6) the size, minimum cost, and location of Dwelling units and other structures and improvements on the Lots; (7) the size and location of driveways, walkways and parking facilities; (8) the size, location and materials for fences; and (9) the character, location, and direction of exterior lighting and street hardware.
- C. There shall be an Architectural Review Committee composed of three (3) members who shall be appointed initially by the Declarant, and thereafter by the Board (“Architectural Review Committee” or “ARC”). The members of the Architectural Review Committee need not be Board Members, Owners, or occupants and may be, but are not required to be, outside professionals. In the event the Board fails to appoint members to the Architectural Review Committee, the Board shall constitute the Architectural review Committee until such time as the appropriate appointments are made. Each member of the Architectural review Committee shall serve at the pleasure of the Board. Any action taken by a majority of the members of the Architectural Review Committee, whether at a meeting, or (if in writing signed by such majority) without a meeting, such action shall constitute the official action of the Architectural Review Committee and shall be binding on the Association and any Owner or occupant of the Lot in question. The Architectural Review Committee shall act in connection with granting any approvals contemplated in this Declaration, and/or reviewing plans or specifications as set forth herein.
- D. No dwelling Unit, structure, or improvement on any lot as more specifically set forth in this Declaration shall be constructed, remodeled, repaired, reconstructed and/or restored in any way that materially changes the exterior appearance, unless plans and specification shall have previously been submitted to, and approved by the Architectural Review Committee. Those plans and specifications shall be in such form and shall contain such information as

the Architectural Review Committee may reasonably require. Any Owner, or its representative, prior to formal submission of plans and specifications for any Dwelling unit, structure, or improvements proposed for any lot may submit for tentative approval by the Architectural Review Committee, or the Architectural Review Committee may require such submission of schematic or preliminary plans and specifications. The Architectural review Committee shall either: (i) approve the plans and specifications; (ii) disapprove them; or (iii) approve them with conditions or qualifications. The provisions of this article XIII, Section D. do not apply to any of the initial construction of Dwelling Units, structures or improvements by Declarant.

- E. The Architectural Review Committee shall approve plans and specifications (whether schematic, preliminary or detailed), submitted to it with respect to any Lot if it finds that such items: (a) comply with the requirements of this Declaration; and (b) conform to any Design Standards as established herein, or as further modified by the Board. Upon final approval, a copy of the plans and specifications shall be deposited for permanent record with the Architectural Review Committee. After the receipt of final approval by the Applicant, the Architectural Review Committee shall not revoke its approval. Approval by the Architectural Review Committee of plans and specifications with respect to any lot shall not impair the Architectural Review Committee's right subsequently to approve a requested amendment of such plans and specifications in accordance with the provisions of this Article.
- F. If the plans and specifications, whether schematic, preliminary or detailed, submitted to the Architectural Review Committee with respect to any Lot do not comply with the Design Standards, or the requirements of the Declaration as to the information required to be include in the plans and specifications, then in such event the Architectural Review Committee shall either disapprove the plans and specifications, or approve them subject to such conditions and qualifications as the Architectural review Committee may deem necessary to achieve such compliance.
- G. In the event the Architectural Review Committee fails to act upon any plans and specifications submitted to it within thirty (30) calendar days after the date of such submission, those plans and specifications shall be deemed to be approved as submitted, and no further action by the Architectural Review Committee shall be required. If construction, remodeling, alteration, repair, reconstruction, and/or restoration of a Dwelling Unit, structure, or improvement of any Lot is not commenced on such lot on or before eight (8) months from the date of approval of the plans and specifications, and completed within a reasonable time after construction commenced, then any approval shall be automatically canceled, and a new submission to the Architectural Review Committee shall be required, subject to review, approval, or disapproval as provide for herein.



- H. In the event a Dwelling unit, structure, or improvement situated upon any Lot shall have been constructed, remodeled, altered, reconstructed, repaired and/or restored other than in accordance with the approved plans and specifications, the Board shall declare the owner of such lot in default of the provisions of this Article, and the Board may take such action that is permitted herein, or otherwise in law and/or in equity to enforce the provisions of this Declaration and the decision of the Architectural Review Committee. The Board may, however, upon a determination that such default does not substantially conflict with the policies and provisions of the Design Standards, waive such default. So as to assist the Board in making determinations regarding any violations or potential violations, the Board and the Architectural Review Committee, through their authorized officers, employees, and agents shall have the right to enter upon any lot at all reasonable times for the purposes of ascertaining such lot or the construction, remodeling, alteration, repair, reconstruction, and/or restoration of any Dwelling Unit, structure or improvement on such Lot is in compliance with the provisions of this Article.
  
- I. The Architectural Review Committee may reasonable fees for the processing of plans and specifications. Such fees may cover the cost of such processing, including inspection costs. The fee shall be payable at the time of submission of the item for approval, and shall be paid to the Architectural Review Committee, who shall then provide such funds directly to the Board.
  
- J. In the event the Architectural Review Committee disapproves plans and specifications submitted to it, the Applicant submitting the disapproved plans and specifications may, within ten (10) days after the date the Architectural review Committee renders its decision of disapproval, appeal such decision to the Board. The Board, by a majority vote, may overrule the Architectural Review Committee's decision to disapprove the appealing parties' plans and specifications if the Board determines the Architectural Review Committee's determinations of disapproval was arbitrary or unreasonable. The Board's decision on any appeal shall be final, and shall be rendered within thirty (30) calendar days after the date the appeal is filed.

**ARTICLE IX**  
**MISCELLANEOUS**

- A. Every person or entity who now, or hereafter owns or acquires any right, title, or interest in any portion of the Property or Lots, and the occupant of an Lot, whether the tenant, vendee, invitee, or guest of the Owner is, and shall be conclusively deemed to have consented in agreeing to every covenant, condition and restriction contained herein, whether a reference to those is contained in the instrument by which this person or entity acquired an interest in said Lot.

- B. There shall be no obstruction or interference with the Amenities which is an unreasonable annoyance or nuisance to the Owner(s) or occupant(s) of any Lot.
- C. There shall be no obnoxious or offensive activity conducted upon or within the Amenities or Common Areas which is an unreasonable annoyance or nuisance to the Owner(s) or occupant(s) of any Lot.
- D. If any provision of these covenants, conditions or restrictions are held to be invalid by a court of competent jurisdiction, the invalidity of such provision shall not effect the validity of the remaining provisions.
- E. The obligations of the Association, in regard to the detention basin facility and Amenities, shall, at all times remain the perpetual obligation of the Association and the Owners. Jerome Township, Union County, Ohio shall have no obligation in regard to the maintenance, repair, or replacement of any Amenities, including, without limitation, the detention basin and facilities associated therewith. Jerome Township and Union County shall have the right to have access to, and enter upon, the Property, in regard to the storm water detention basin for the purposes of inspecting the same, or causing repairs or maintenance to the same, and in such event, each Owner or the Association, whichever is applicable at such time, shall pay to the County and Township the cost incurred by the County and Township in regards to such repairs and maintenance upon receipt of a statement of such costs from County and Township. The County and Township shall, at its own election, have the right to place a special assessment upon all Lots to cover the costs incurred for the maintenance, repair, and replacement of the detention basin and Amenities. The Association and Owners, at all times, shall remain perpetually liable for the maintenance, repair and replacement of the Amenities and the detention basin facilities. The provisions of this Article VIII, Section E shall not be subject to amendment as provided for in Article V.
- F. The Property shall be subject to certain Design Standards and additional covenants, conditions and restrictions as more particularly described in Exhibit "C" attached hereto and incorporated herein and on the Record Plan. Any discrepancy between the language contained in the main body of this Declaration including Article I and Article VII hereof and Exhibit "C" on the Record Plan shall be controlled by the language in said Articles, and in the main body of this Declaration.
- G. The Association shall keep correct and complete books and records of accounts, specifying the receipts and expenditures relating to common expenses, together with records showing the allocation, distribution and collection of the common profits, losses, and expenses, among and from the various Owner, and shall provide and maintain minutes of the proceedings of the Board. Such books and records shall be open for inspection by any Owner, or any representative of any Owner duly authorized in writing at reasonable times

and upon written request by such Owner. The Association may charge a reasonable administrative fee for processing such request and for copying and documents or records.

- H. The violation of any provision of this Declaration or the organizational documents of the Association by an Owner, or occupant of the Lot, including an Owner's tenant, vendee, invitee or guest, shall give the Board the right, but not the obligation, in addition to the rights hereinafter set forth in this paragraph to: (a) enter upon a Lot as to which such violation or breach exists, and to summarily abate and remove, at the sole expense of the defaulting Owner, any structure, thing or condition that may exist thereon, contrary to the intent and meaning of the provisions of this Declaration and the organizational documents. In such event, the Board, or its agents, shall not be deemed guilty, in any manner, of trespass; and (b) the Board shall be entitled to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach. The Association may take extraordinary measures such as seeking a temporary restraining order, or injunctive relief, so as to enjoin abate, or remedy, such breach. Any Lot Owner who violates, breaches, or defaults in regard to the provisions of this Declaration and the organizational documents, and for which the Board takes action pursuant to this paragraph, such Lot Owner shall be responsible for the cost and expense incurred by the Association in regard to the enforcement of the provisions of this Declaration and the organizational documents which shall include, but not be limited to, reasonable attorney fees, court costs, and consultant fees. The foregoing may be treated as a Special Lot Assessment, however, such relief and damages may be awarded by a court of competent jurisdiction, or binding arbitration, pursuant to the provisions of this Declaration.
- I. In addition to any other remedies provided in this Declaration, the Declarant, the Association, or any member of the Association, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, assessments and charges set forth herein, or now or hereafter imposed by or through rules and regulations approved by the Association and plat restriction. Failure by Declarant, the Association, or any member of the Association to proceed with such enforcement, shall in no event be deemed a waiver of the rights to enforce at a later date, the original violation or any subsequent violation, nor shall the doctrine of laches or any other statute of limitations bar the enforcement of any such restrictions, conditions, covenant, easement, reservation, lien, assessment or charge.
- J. No covenant, condition, restriction or reservation or easement contained in this Declaration is intended to create, nor shall it be construed as creating, a condition subsequent or a possibility of reverter.
- K. Any notice required or permitted to be given to an Owner or occupant by the Board, or the ARC, pursuant to the conditions of this Declaration shall be deemed when mailed by United States mail, postage prepaid, addressed to that person's last address as it appears on the records of the Association.
- L. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not effect the validity of any other provision hereof. In such



event, the remaining provisions of the Declaration shall be deemed in full force and effect excluding any invalid provision. Additionally, throughout this Declaration where the context so requires, the masculine gender shall be deemed to include the feminine and neuter, and the singular shall include the plural, and vice versa.

- M. The Owner of any Lot shall be responsible for the actions of any occupant, tenant, vendee, invitee, or guest of that Lot in regard to such person's violation of the provisions of this Declaration.

(THE REMAINDER OF THE PAGE LEFT BLANK INTENTIONALLY)

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on its behalf,  
the \_\_\_\_\_ day of \_\_\_\_\_, 2013

CLEMENS DEVELOPMENT CO. INC.

BY: \_\_\_\_\_

RICHARD M. CLEMENS, PRESIDENT

STATE OF OHIO

COUNTY OF \_\_\_\_\_. SS:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2013 by Richard M. Clemens, President of Clemens Development Co. Inc., an Ohio corporation on behalf  
of the corporation.

\_\_\_\_\_

NOTARY PUBLIC

## **EXHIBIT C**

### **WATERFORD ESTATES - DESIGN STANDARDS AND ADDITIONAL RESTRICTIONS AND COVENANTS**

#### **1.0 APPROVAL OF PLANS**

1.1 No building, Dwelling Unit, swimming pool, tennis court, fence, wall patio, deck other structure or improvements shall be built, erected or maintained on any Lot, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, color, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location by the Architectural Review Committee ("ARC").

1.2 All Builders must submit final architectural plans and a to-scale plan showing the location of the Dwelling Unit, driveway and prospective drainage for the subject Lot in relation to the street and the surrounding Lots. All drainage shown shall be directed to common swales, detention basins or storm systems. In no event shall any drainage be directed or diverted to adjacent properties.

#### **2.0 DWELLING UNIT REQUIREMENTS**

2.1 The living area of a Dwelling Unit constructed on any Lot shall not be less than 2600 square feet for finished living area for a one-story house and not less than 3000 square feet of finished living are for a two-story house. For purposes of computing such minimum square footage, the square footage of the basement (finished or not), garage, attic, porches and decks shall not be considered.

2.2 All garages shall be attached to the Dwelling Unit and have space for a minimum of two (2) cars and not more than four (4) cars, without prior approval from the Declarant of the ARC. Side entry ingress and egress is required, unless otherwise approved by ARC. No detached garages are permitted. Garages must be constructed with the same materials and finished in the same manner as the Dwelling Unit.

2.3 All Dwelling Units on a Lot shall have a minimum front yard setback of forty feet (40') from the existing right-of-way and not closer then ten feet (10') from any side property line. The rear yard setback shall be a minimum of forty feet (40') from the rear property line.

#### **3.0 FOUNDATION**

3.1 The foundation walls of each Dwelling Unit shall consist of poured concrete and such foundation walls shall be stepped to ground elevation.

3.2 All basement walls will be a minimum of nine feet (9') in height



#### **4.0 WALKWAYS**

4.1 All walkways located on a Lot shall be constructed of concrete or brick and be a minimum of three feet (3') wide.

#### **5.0 DRIVEWAYS**

5.1 All driveways shall be constructed of concrete, colored, stamped brick or pavers. The ARC shall review all colored driveways for blended effect prior to installation. All driveways shall be at least sixteen feet (16') wide unless a variance is specifically granted from the ARC.

#### **6.0 SIDING**

6.1 Siding shall be natural wood, brick, stone, dryvit/stucco or a combination thereof. No processed wood material, pressed or particleboard materials shall be incorporated into the Dwelling Unit structure (except as roof sheathing, sub-siding or sub-flooring). Only non-processed wood materials shall be used on the exterior of any Dwelling Unit. No composite wood material (i.e., Innerseal) shall be used on the exterior of any Dwelling Unit. If cedar is used only pre-primed cedar shall be permitted. In no event shall 4 x 8 sheathing of any kind be used on the exterior. No log cabins are permitted. Fiber cement board, such as "Hardi Plank" is permitted.

6.2 No aluminum, vinyl or plastic siding of any nature may be incorporated into the construction of a Dwelling Unit. Only ridge vents that have cap shingles over them, such as "Evenflo" (or similar product) shall be permitted.

#### **7.0 ROOFS**

7.1 All roofing material must be medium dark to dark color or grays and browns. No white permitted. Minimum of 25-year dimensional shingles, wood shakes, slats or tile are permitted. Standing seam metal may be used if approved by the ARC prior to installation.

7.2 All roof pitches shall be a minimum of 7/12.

7.3 Only low profile skylights are allowed and they cannot be visible from the street. The location and type of skylight shall be approved by the ARC.

7.4 The provisions of 7.1 and 7.2 shall not apply to any Dwelling Units located on the Property and constructed prior to the Recording of this Declaration.

#### **8.0 GUTTERS AND DOWNSPOUTS**

8.1 Aluminum or copper gutters are permitted.

## **9.0 FIREPLACE CHIMNEYS**

9.1 All chimneys shall be either brick, stone or drivet/stucco or any combination thereof.

9.2 Chimney caps and any rain or animal guards must be approved by the ARC prior to installation.

## **10.0 WINDOWS**

10.1 Exterior windows shall be aluminum / wood clad, or wood entirely.

## **11.0 EXTERIOR DOORS**

11.1 All exterior doors shall be made of natural wood, metal or painted fiberglass.

## **12.0 GARAGE DOORS**

12.1 All garage doors shall be natural wood or metal.

## **13.0 LANDSCAPING**

13.1 The landscape allowance for each Lot shall be a minimum of Three Thousand Dollars (\$3,000.00).

13.2 No trees shall be cut; removed or intentionally destroyed for at least one (1) year following the completion of the Dwelling Unit, except for those that are dead, or diseased or which that are in the building area during time of construction. All efforts shall be made to preserve existing trees on all Lots.

13.3 Satellite dishes are allowed only in the rear of the Lot. All satellite dishes must be out of view from public or adjoining properties and sufficiently screened. Any exceptions must be submitted to the ARC prior to installation. No satellite dish over one (1) meter in diameter is permitted.

13.4 All swing sets and other structures such as children's play devices and similar such equipment shall be kept to the rear of the Lot and screened from public view. They should be made of wood or other natural material and must be painted or stained in earth-tone colors.

13.5 All the mailboxes in the subdivision shall conform to the details and specifications as established by the Declarant.

## **14.0 EXTERIOR LIGHTING**

14.1 Every Dwelling Unit shall have a lamp post of approximately six feet (6') in height, and located approximately ten (10') off right-of-way line with photocell.

## **15.0 SWIMMING POOLS**

15.1 In-ground swimming pools are permitted in the rear yard only. No above ground pools are permitted. All swimming pools must be approved by the ARC prior to installation or commencement of construction. All swimming pools shall be surrounded by a fence, as required by applicable laws.

## **16.0 FENCING**

16.1 No fencing may be constructed in front of any Dwelling Unit, except of a decorative nature provided that same is a split rail or picket type fence. Any such fencing and its location must be approved by the ARC prior to installation. No chain link or vinyl fencing may be used on any Lot in the subdivision in any location. Rear and side yard fencing are permitted, but shall be located at the rear of any Dwelling Unit, except as otherwise stated herein.

16.2 Fencing located on corner lots must be installed at a minimum of forty feet (40') from any front or side yard property line.

## **17.0 ACCESSORY STRUCTURES**

17.1 No other structures or building shall be erected, placed, or suffered to remain upon any Lot except temporary structures erected by the Developer or Builder in connection with the improvements of the Lot. For the purposes of this paragraph, a cabana or bathhouse built for use with a swimming pool and which conforms in exterior appearance to the elevation of a Dwelling Unit on the Lot in question shall be considered a permitted structure or out building. No owners or occupant of a Lot shall place any structure (temporary or permanent) within the Common Areas, or Amenities without the prior written consent of the Board.

## **18.0 GENERAL**

18.1 Declarant reserves the sole and exclusive right to establish grades and slopes and to fix the grade at which any building shall hereafter be erected or placed thereon, so that the same may conform to the general subdivision plan. This cost is to be done at the expense of the Owner or Builder.

18.2 Upon the completion of construction, no tractor, other than lawn or Agricultural equipment or other construction equipment of a similar nature shall remain upon any Lot and open to view. Such equipment and tractors may be kept in enclosed structures for a period exceeding seven (7) days in any twelve (12) month period. Each owner or builder contracted to erect a dwelling upon such Lot, shall remove daily all trash (including cardboard material and the like) from the Lot so that each lot is free of debris and clutter. Each Owner or builder shall be responsible for keeping the streets free of mud and debris during construction on the Lot. The Declarant and Board reserve the right to bill the Owner or builder for the clearing of mud debris from street or other Lots in the subdivision



as a result of such Owner or Builder violating the provisions hereof. Straw bale filters or plastic fencing for erosion control shall be used on all low end sides of Lots during entire construction process; unless other, more restrictive requirements exist in the local jurisdiction, in which event the requirements of the local jurisdiction shall control.

18.3 No concrete block structure shall be erected, placed or suffered to remain on any Lot and no structure of any kind shall be erected, placed or suffered to remain on any Lot without approval of the location plan and specifications therefore having first been obtained in writing from the ARC.

18.4 No structure of a temporary character, trailer, modular, basement, shack, garage, barn or other outbuildings shall be used as a residence either temporarily or permanently.

18.5 The parking and/or storage of machinery and/or equipment, trucks, school buses, boats, campers, trailer, commercial vehicles and other vehicles or machinery of like nature shall not be permitted outdoors on any Lot. No Lot shall be used or maintained for storage of disabled or junk motor vehicle and in no event shall any such motor vehicle in an inoperable condition be permitted to remain upon such Lots for a period of more than ten (10) days in any twelve (12) month period. The Board shall have the right to tow away vehicles in violation of this provision, after providing twenty-four (24) hour prior notice to the Owner or occupant of the Lot, or by placing such notice on the vehicle itself. The cost of towing shall be the responsibility of the owner of the towed vehicle.

18.6 No Lot shall be used or maintained as a dumping ground for refuse or garbage or the like. At all times, garbage or other waste shall be kept in sanitary containers. All Lots shall be routinely mowed and shall be free and clear of all debris, including any period of construction upon any Lot.

18.7 No advertising signs, billboards or other advertising devices, except as such as pertain to the sale or rental of the Dwelling Unit shall be erected, placed or suffered to remain on any Lot.

18.8 No Lot shall be further subdivided into smaller sites, lots or parcels for the purpose of providing or erecting additional building locations sites except as are specifically approved by the ARC, and any applicable governmental authority. Upon sale by the Declarant, all interest in any of the Lots that this right of approval shall terminate and no further subdivision shall be made.

18.9 No animals, livestock or poultry shall be maintained on any Lot except that dogs, cats and other household pets may be maintained if not raised, bred or maintained for commercial purposes. No kenneling of any animal shall be permitted on any Lot. All Owners shall comply with the leash laws of the State of Ohio, or of any political subdivision thereof in which such Lot is situated. Owners of pets shall clean up all animal waste from their pet.

18.10 No noxious or offensive trade, business or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the public or an Lot Owner.

18.11 No Owner shall lease any Lot, or any structure or improvement thereon, unless the lease is in writing, is for a period of at least thirty (30) consecutive days, is of the entire residence on the Lot, and expressly provide that the terms of the lease are subject, in all respects, to the provisions of this Declaration, the Code of Regulations, and the Rules and Regulations imposed by the Board.

18.12 No Owner, or occupant of any Lot, nor any employee, agent, or representative of an Owner or occupant of a Lot, shall discriminate upon the basis of race, color, religion, sex (gender?), handicap, familial status, or national origin in the sale, lease, or rental of any Lot, or in the use of the Common Areas and Amenities.



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## STAFF REPORT

FOR CONSIDERATION BY LUC REGIONAL PLANNING COMMISSION EXECUTIVE  
COMMITTEE

April 11, 2013

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### MILLCREEK TOWNSHIP (UNION CO.) ZONING AMENDMENT – ZONING TEXT AMENDMENTS ARTICLE XI – SIGNS AND ADVERTISING

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**APPLICANT:** Millcreek Township Zoning Commission

**REQUEST:** Review of proposed zoning text amendments to Article XI Signs and Advertising. The Zoning Commission has also asked LUC staff to provide some samples of zoning language for billboards and digital signs for future consideration.

**BACKGROUND:** The Millcreek Zoning Commission has made few changes to Article XI Signs and Advertising to clarify purpose and intent, and make the regulations more enforceable for the zoning inspector

**STAFF ANALYSIS:**

- **Section 11001 Signs and Advertising – Purpose**
  - ❖ A. Encourage creative and well-designed signs that contribute in a positive way to the Township's visual environment, express local character, and help develop a distinctive image for the Township. ~~Predictable and mediocre signs are discouraged.~~ **Quality and well-maintained signs are encouraged.**
    - Staff has no issues with this change.
- **Section 11020 – Signs and Advertising – Sign Permits**
  - ❖ A. Sign permits required. To ensure compliance with the regulations of this Article, a Sign Permit shall be required in order to apply, erect, move, alter, reconstruct, or repair any permanent or temporary sign, except signs that are exempt from permits in compliance with ~~section 8016~~ this article.





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Additional permits may be required through the Building Department.

- Staff has no issues with this change

❖ D. Criteria for approval. The Zoning Administrator may approve a sign permit, if the proposed sign meets the requirements of this Chapter. **If and when a Township Architectural Review Board is established, the board shall ensure the sign is compliant with the following criteria:**

1. Is in compliance with the Sign Design Guidelines;
2. Would not interfere with pedestrian or vehicular safety;
3. Would not detract from the character of a historic or architecturally significant structure;
4. Would not be located so as to have a negative impact on adjacent property;
5. Would not detract from the pedestrian quality of street or area; and
6. Would not add to an over proliferation of signs on a particular property or area.

~~Modification of Standards. Modifications to the requirements of this section may be requested in compliance with Article IV.~~

- Staff has no issues with this change. This change is being made to take qualitative “judgment” calls out of the zoning administrator’s hands.

○ Section 11030 Sign Standards for Residential Districts

- Staff has no issues with the changes to the sign standards for residential districts.

○ Section 11040 General Requirements

❖ C. Illumination of Signs #1. External light sources shall be **dark sky compliant, including** directed downward ~~and~~ or shielded to limit direct illumination of any object other than the sign;

- Staff suggests adding a definition of “Dark Sky Compliant” to definitions section of the Millcreek Township Zoning Resolution. Staff has found that that there is no standard definition of dark sky compliant, so the

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township may wish specify what they mean by this in a definition.

- ❖ D. Colors – Simple combinations of no more than three (3) colors may be used on the sign face, and must be harmonious with each other and the surroundings. ~~Black and White shall be considered colors.~~
  - Staff has no issues with this change.
- Section 11050 – Standards for Specific Types of Signs
  - ❖ G. Cantilever Signs # 1 Location – The sign may be located along any site frontage adjoining a public street, **at least five (5) feet outside of any public road right-of-way.**
    - Staff has no concerns regarding this change.
- Section 11200 – Prohibited Signs
  - ❖ A. No display signs except those exempted ~~in Section 11016~~ **herein**, park/recreation sign, church sign, public/private school sign, comprehensive subdivision type signage, and temporary signs shall be permitted in any residential district, excluding parcels occupied by commercial uses in Planned or conditional uses permitted in a residential district.
  - ❖ G. Portable changeable copy signs except as noted ~~in Section 10005 (a) (4) (c)~~ **herein.**
  - ❖ I. Billboards and all off-premises signs except for church, institutional, directional signs and event signs provided for ~~in Sections 10014 of 10016~~ **herein.**
  - ❖ J. **Any sign blocking visual sight distance from any vehicular intersection, whether public or privately maintained.** Any sign not included under the types of signs permitted in any district regulations or in this section.
    - Staff has no issues with the changes to Section 11200

## STAFF RECOMMENDATIONS:

- Staff recommends **APPROVAL** of the proposed zoning text amendments to Article XI Signs & Advertising of the Millcreek Township Zoning Resolution based on the above analysis. Staff will

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Director: Jenny R. Snapp

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provided examples of language regarding Billboards and digital signs  
in the correspondence to Millcreek Township.

## **ZONING & SUBDIVISION COMMITTEE RECOMMENDATIONS:**



## ARTICLE XI – SIGNS AND ADVERTISING

### Section 11001 – Signs & Advertising – Purpose:

The purpose of this chapter is to provide standards for ~~on-site~~ signs to safeguard life, health, property, safety, and public welfare, while encouraging creativity, variety and compatibility, and protection of the Township's rural character as articulated in the Comprehensive Land Use and Growth Plan. The provisions of this Chapter are intended to:

- (A) Encourage creative and well-designed signs that contribute in a positive way to the Township's visual environment, express local character, and help develop a distinctive image for the Township. ~~Predictable and mediocre signs are discouraged.~~ Quality and well-maintained signs are encouraged.
- (B) Encourage signs that are responsive to the aesthetics and character of their particular location, adjacent buildings and uses, and the surrounding neighborhood. Signs should be compatible and integrated with the building's architectural design and with other signs on the property.
- (C) Recognize that signs are a necessary form of communication, and provide flexibility within the sign review/approval process to allow for unique circumstances and creativity.

### Section 11010 – Signs & Advertising – Applicability:

- (A) Sign standards – The sign standards provided in this Article are intended to apply to signs in each zoning district in the Township. Only signs authorized by this Article shall be allowed.
- (B) Existing signs; continuance – Except as otherwise specifically provided, nothing in this chapter shall require removal or discontinuance of an existing on-premises or existing off-premises sign. Such signs shall not be enlarged or extended and the same shall be deemed a nonconforming sign under the terms of this Zoning Resolution.
- (C) Nonconforming signs – Nonconforming signs are subject to the provisions of Article IV, Administration and Enforcement in addition to this Article.
- (D) Content not regulated – The Township regulates only the physical location, size, massing and appearance of signage. This Resolution shall not be used to restrict content or Constitutionally-protected free speech.

### Section 11020 – Signs & Advertising – Sign Permits:

- (A) Sign permits required. To ensure compliance with the regulations of this Article, a Sign Permit shall be required in order to apply, erect, move, alter, reconstruct, or repair any permanent or temporary sign, except signs that are exempt from permits in compliance with ~~Section 8016~~ this article. Additional permits may be required through the Building Department.
- (B) Review authority. The Zoning Administrator will review all sign permit applications within the Township. If and when a Township Architectural Review Board is established, the board shall also review all sign permit applications for consistency with the Comprehensive Land Use and Growth Plan policies, and with Design Standards in Article IX. The Zoning Administrator has thirty (30) days from the date of submittal to review all sign permit applications and either grant or deny the sign permit application.
- (C) Preparation. Applicants for a sign permit must submit the following information.
  - (1) Color sign rendering.
  - (2) Site plan and elevations.
  - (3) Sign dimensions and dimensions of sign mounting material, where applicable.
  - (4) Distance from all public rights-of-way.
  - (5) Style, type, wattage, and location of all lighting.
  - (6) List of construction materials, including sign mounting material, where applicable.
- (D) Criteria for approval. The Zoning Administrator may approve a sign permit, if the proposed sign meets the requirements of this Chapter. If and when a Township Architectural Review Board is established, the board shall ensure the sign is compliant with the following criteria:
  - ~~(1) Meets the requirements of this Chapter;~~
  - ~~(2)~~ (1) \_\_\_\_\_ Is in compliance with the Sign Design Guidelines;
  - ~~(3)~~ (2) \_\_\_\_\_ Would not interfere with pedestrian or vehicular safety;
  - ~~(4)~~ (3) \_\_\_\_\_ Would not detract from the character of a historic or architecturally significant structure;
  - ~~(5)~~ (4) \_\_\_\_\_ Would not be located so as to have a negative impact on adjacent property;
  - ~~(6)~~ (5) \_\_\_\_\_ Would not detract from the pedestrian quality of street or area; and

~~(7)(6)~~ Would not add to an over proliferation of signs on a particular property or area.

~~Modification of standards. Modifications to the requirements of this Section may be requested in compliance with Article IV.~~

**Section 11030 – Signs & Advertising – Sign Standards by Zoning District:**

All signs shall comply with the standards of the applicable zoning district, in compliance with the following provisions.

**Table 11030(A) - Sign Standards for Residential Zoning Districts**

Under current Zoning guidelines, this applies to U-1, R-1, and residential portions of Planned Unit Development Districts.

Sign Class	Maximum number per site <sup>1</sup>	Permit Required	Permitted Sign Types	Maximum Area per Sign	Maximum Height (Entire Structure)	Lighting Allowed	Additional Requirements
Single-family subdivision identification signs	None	N/A	None				
Multi-family development	1 per entrance	Y	Monument	32 SF	6'	No	Must not be located closer than 5 feet from the nearest right-of-way
		Y	Freestanding bracket	32 SF	6'	No	Must not be located closer than 5 feet from the nearest right-of-way
		Y	Cantilever	16 SF	15'	No	No internal illumination
Home Occupation and Child Daycare Centers	1 (only in the U-1 District)	Y	Wall	6 SF	12'	No	Must not be located closer than 5 feet from the nearest right-of-way
		Y	Freestanding bracket or Cantilever	10 SF	3'	No	
Public Service, Public Uses, Parks, Conservation Districts or Private Schools	1 per side of street frontage	Y	Wall	1 SF per linear foot of wall surface up to 75 SF	10'	Yes	No internal illumination
		Y	Monument	48 SF	6'	Yes	No internal illumination
		Y	Freestanding bracket	32 SF	6'	Yes	No internal illumination
		Y	Cantilever	25 SF	15'	Yes	No internal illumination
Churches or Other Places of Worship	1 per side of street frontage	Y	Monument	32 SF	6'	Yes	No internal illumination
		Y	Wall	1 SF per linear foot of wall surface up to 48 SF	6'	Yes	No internal illumination
		Y	Freestanding bracket	32 SF	6'	Yes	No internal illumination
		Y	Cantilever	25 SF	15'	Yes	No internal illumination

Notation 1 – The total number of signs permitted per site can be any combination of the permitted sign types. The maximum number per site does not maximum number per each permitted sign type.

Notation 2 – All lighting of signs must be with down-cast lighting fixtures

**Table 11030(B) – Sign Standards for Non-Residential Zoning Districts**

Under current Zoning guidelines, this applies to B-2, M-2, EQ and non-residential portions of Planned Unit Development Districts.

Sign Class	Maximum number per site	Permit Required	Permitted Sign Types	Maximum Area per Sign	Maximum Height (Entire Structure)	Lighting Allowed	Additional Requirements
Business identification – Primary business frontage	2 per primary business frontage 1 per side of street frontage	Y	Wall	1 SF per linear foot of wall surface up to 80 SF	15'	Yes	
		Y	Window	More than one window sign is permitted; however the maximum area may not exceed the total allowed for wall signs		No	Window signs may not be larger than twenty-five (25) percent of the aggregate window area  Window signs are limited to one per window
		Y	Awning / Canopy	N/A	N/A	No	
		Y	Blade / Bracket <sup>3</sup>	8 SF	4'	Yes	No internal illumination
		Y	Freestanding Bracket <sup>3</sup>	48 SF	6'	Yes	
		Y	Monument	48 SF	6'	Yes	Not allowed for second story tenants unless part of a directory sign  No internal illumination
		Y	Cantilever	25 SF	15'	Yes	No internal illumination
Business identification – Secondary business frontage	1 per secondary business frontage	Y	Wall	1 SF per linear foot of wall surface up to 6 SF	2'	Yes	
		Y	Awning / Canopy	N/A	N/A	No	
Business identification – No street frontage	1 per tenant space	Y	Wall	1 SF per linear foot of wall surface up to 50 SF	10'	Yes	Allowed only for uses with no business frontage facing a public street No internal illumination
		Y	Window	More than one window sign is permitted; however the maximum area may not exceed the total allowed for wall signs		No	Window signs may not be larger than twenty-five (25) percent of the aggregate window area  Window signs are limited to one per window
		Y	Awning / Canopy	N/A	N/A	No	

Notation 3 – Only one permitted per site



**Table 11030(C) – Signs Exempt from Permits and Temporary Signs**

The following sign classes are allowed in any Zoning District and are exempt from sign permits or are deemed to be of a temporary nature.

Sign Class	Maximum number per site	Permit Required	Permitted Sign Types	Maximum Area per Sign	Maximum Height (Entire Structure)	Lighting Allowed	Additional Requirements
Flags, Pennants or Insignia of any nation, state, township, political unit or educational institution		N	Flags, Pennants	N/A	N/A	<del>N/A</del> Yes	
Signs of a duly constituted government body		N	All types	N/A	N/A	No	Window signs may not be larger than twenty-five (25) percent of the aggregate window area. Window signs are limited to one per window
Cornerstones, Commemorative tablets and historical signs		N		10 SF		No	
Property address signs, or signs with the names of occupants of a residential property		N	All types	1 SF	4'	Yes	No internal illumination
Official neighborhood watch signs		N	All types	2 SF	5'	No	
Signs authorized by Ohio Dept. of Transportation within their right-of-way		N				Yes	To be located in ODOT right-of-way
Off-site directional signs to publicly owned facilities or emergency facilities		N	All types	12 SF	4'	Yes	
Off-site signs that are part of and accessory to bus shelters, transit shelters, or banners attached to streetlights and other similar structures and installed by the Township or in compliance with an agreement with the Township <u>Board of Trustees</u>		N	Wall signs and banners	4 SF		Yes	
Signs located inside a building		N	Interior			Yes	Must not be plainly visible from the exterior of the building
<del>Business identification</del>	<del>1-per tenant space</del>	<del>N</del>	<del>Wall-On or over a showing window or door</del>	<del>3-SF</del>	<del>10'</del>	<del>No</del>	<del>Limited to name of proprietor and nature of business</del>
<del>Second or higher floors of a building</del>	<del>1-per use</del>	<del>N</del>	<del>Window</del>	<del>25% of aggregate window area</del>		<del>No</del>	<del>Meet other requirements of this section</del>
Directional signs, entry or exit to parking		N		4 SF	3'	No	Cannot be in ROW or obstruct motorist line of sight

Accessibility signs indicating special parking for the handicapped	1 per parking space	N	Pole / Bracket / Wall	2 SF	4'	Yes	Imprinted with the universal sign of accessibility
Official and legal notices required by a court or government agency		N	Temporary – All types			Yes	
Real Estate signs located on < 20 acres	1 per lot	N	Temporary – All types	4 SF	10'	No	Remove 10 days after sale complete
Real Estate signs located on 20 acres or more	1 per road frontage	N	Temporary – All types	32 SF per face (max 64 SF total)	8'	No	Remove 10 days after sale complete; cannot be in ROW
Open house signs	3 off premise directional	N	Maximum 48 hours display	4 SF		No	Cannot be in ROW, must be with property owners' permission
Promotion of community services, schools, churches	1 per lot	N	Maximum of 30 days uninterrupted display			Yes	
Decorations associated with national, state, local or religious holidays		N	Flags / Signs / Lights - <del>Maximum 30 days after the holiday</del>			Yes	Can contain no advertising
Political signs		N	Maximum <del>30 days prior to election and 72 hours after the election</del>	4 SF	4'	No	Cannot be in ROW or on any fences or poles in ROW
Business "sandwich board"	1 per business location <del>(only adjacent to a sidewalk)</del>	N	Limited to <del>daylight regular hours of business</del>	Not more than 3' wide	4'	No	Must leave 4' of sidewalk for passage, only display during daylight hours

**Section 11040 – General Requirements:**

- (A) Outdoor advertising signs. Outdoor advertising signs shall be limited to signs pertaining to advertising exclusively for the use established or goods sold or services rendered on the premises.
- (B) Encroachment into public right-of-way. No sign shall encroach into a public right-of-way, except that a blade/bracket sign attached to a building may project a maximum of three feet over a public sidewalk, if the lowest part of the sign is at least eight feet above the sidewalk surface.
- (C) Illumination of signs. The artificial illumination of signs, either from an internal or external source, shall be designed to eliminate negative impacts on surrounding rights-of-way and properties. The following standards shall apply to all illuminated signs:
  - (1) External light sources shall be dark sky compliant, including directed downward ~~and/or~~ shielded to limit direct illumination of any object other than the sign;

- (2) The light from an illuminated sign shall not be of an intensity or brightness that will create a negative impact on residential properties in direct line of sight to the sign;
- (3) Signs shall not have blinking, flashing, or fluttering lights, or other illuminating devices that have a changing light intensity, brightness or color;
- (4) Colored lights shall not be used at a location or in a manner so as to be confused or construed as traffic control devices;
- (5) Reflective type bulbs and incandescent lamps that exceed 15 watts shall not be used on the exterior surface of signs so that the face of the bulb or lamp is exposed to a public right-of-way or adjacent property; and
- (6) Light sources shall utilize energy efficient fixtures to the greatest extent possible.
- (7) Bulbs and lamps must be maintained in working order and replaced when broken or burned out.
- (8) Lighted signs must be "turned off" when establishment is closed.
- (D) Colors. Simple combinations of no more than three (3) colors may be used on the sign face, and must be harmonious with each other and the surroundings. ~~Black and White shall be considered colors.~~
- (E) Lettering Styles and Sign Coverage. No more than two letter styles are permitted per sign. Letters may not occupy more than 75 percent of any sign panel.
- (F) Measurement of sign area.
  - (1) The surface area of a sign shall be calculated by enclosing the extreme limits of all lettering, background, emblem, logo, representation, or other display within a single continuous perimeter composed of squares or rectangles with no more than eight lines drawn at right angles. See Figure 1.



Figure 1 Sign Measurement Area

- (2) Supporting framework or bracing that is clearly incidental to the display itself shall not be computed as sign area.
- (3) Double-faced (back-to-back) signs shall be regarded as a single sign only if mounted on a single structure, and the distance between each sign face does not exceed two feet at any point. Only one face of an identical double-faced sign shall be measured when determining maximum allowable area.
- (4) Where a sign consists of one or more three-dimensional objects (i.e., balls, cubes, clusters of objects, sculpture, or statue-like trademarks), the sign area shall be measured as their maximum projection upon a vertical plane. Signs with three-dimensional objects that exceed a projection of six inches from the sign face may be approved in compliance with allowances for Creative Signs.
- (5) Time and temperature devices shall not be included within the measurement of maximum sign area.
- (G) Sign copy: The sign copy (text) of permanent signs shall relate only to the name and/or nature of the business. Permanent signs that advertise continuous sales, special prices, etc. shall not be allowed.
- (H) Alterations: No display sign shall hereafter be altered, rebuilt, enlarged, extended or relocated except in conformity with the provisions of this Article. The repainting of signs shall not be deemed to be an alteration within the meaning of this Resolution.
- (I) Sign maintenance: Signs and supporting hardware, including temporary signs and time/temperature signs shall be structurally safe, clean, free of visible defects, and functioning properly at all times. Visible rot or rust, falling parts, burned out bulbs or broken parts are prima facie evidence that a sign is not in a state of good repair. Repairs to signs shall be equal to or better in quality of materials and design than the original sign.
- (J) Notice to repair: When the Zoning Administrator determines that such a sign exists in a state of disrepair, the Zoning Administrator shall issue to the owner of the sign and the owner of the real estate a notice of such disrepair and the need for corrective action.
- (K) Sign removal or replacement: When a business ceases operation for at least 90 days, the sign shall be removed. The property owner may request a variance to extend this time. When a sign is removed or replaced, all brackets, poles,



and other structural elements that supported the sign shall also be removed. Affected building surfaces shall be restored to match the adjacent portion of the structure.

- (L) Appeals: Any individual that believes the requirements of this Article impose an unreasonable burden may request and present a case for a Variance to the Township Zoning Commission. Any action or decision of the Zoning Administrator with respect to Signs, may be appealed through the Township Board of Zoning Appeals as outlined in Article IV Administration and Enforcement.

**Section 11050 – Standards for Specific Types of Signs:**

- (A) Awning and canopy signs. Awning and canopy signs may be permitted only as an integral part of the awning or canopy to which they are attached or applied, as follows.
- (1) Location. Signs may be placed only on awnings that are located on first- and second-story building frontages, including those fronting a parking lot or pedestrian way.
  - (2) Maximum area and height. No structural element of an awning or canopy shall be located less than eight feet above finished grade. An awning valance shall be located no less than seven feet above finished grade.
  - (3) Lighting. Awnings shall not be internally illuminated except as part of a creative sign. Lighting directed downwards that does not illuminate the awning is allowed.
  - (4) Required maintenance. Awning and canopy signs shall be regularly cleaned and kept free of dust and visible defects.



Figure 2 Canopy/Awning Sign



Figure 3 Blade/Bracket Sign

~~(C)~~(B) Blade/bracket signs.

- (1) Location. Blade or bracket signs shall be placed only on a ground floor facade, except for businesses located above the ground level with direct exterior pedestrian access
- (2) Maximum area and height. The lowest point of a blade or bracket signs shall be at least eight feet above finished grade.
- (3) Sign structure. Sign supports and brackets shall be compatible with the design and scale of the sign.

~~(E)~~(C) Changeable copy signs.

- (1) Limitations on use and sign area. Changeable copy signs may only be allowed:
  - (a) In conjunction with facilities used exclusively for educational, religious, governmental, cultural, or theatrical purposes subject to the approval of a comprehensive sign program and limited to a maximum area of twelve (12) square feet; or
  - (b) To advertise gasoline prices.
- (2) Portable changeable copy signs. Portable changeable copy signs are prohibited.

~~(E)~~(D) Freestanding bracket signs.

- (1) Location. The sign may be located only on a site frontage adjoining a public street. In any case signs must be located no closer than five (5) feet to the public right of way line.
- (2) Sign mounting. The sign shall be mounted on one or more posts or have a solid monument-type base. Posts shall not have a diameter greater than 12 inches.
- (3) Landscaping requirements. Landscaping shall be provided at the base of the supporting structure equal to twice the area of one face of the sign. For example, 20 square feet of sign area = 40 square feet of landscaped area. The

Zoning Administrator may reduce or waive this requirement if it is determined that the additional landscaping would not contribute significantly to the overall aesthetic character of the project.

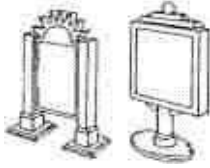


Figure 4 Freestanding Bracket Sign

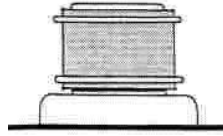


Figure 5 Monument Sign

(F)(E) Monument signs.

- (1) Location - The sign may be located only along a site frontage adjoining a public street. Signs must be no closer than 5 feet to the public right of way line.
- (2) Material - The base of must be constructed of a natural material.
- (3) Design - The design of a monument sign shall be consistent with the overall scale of the building - The design and placement of the sign shall not obstruct traffic safety sight areas.
- (4) Landscaping requirements - Landscaping shall be provided at the base of the supporting structure equal to twice the area of one face of the sign. For example, 20 square feet of sign area = 40 square feet of landscaped area. The Zoning Administrator may reduce or waive this requirement if it is determined that the additional landscaping would not contribute significantly to the overall aesthetic character of the project.

(H)(F) Wall signs.

- (1) Location. The sign shall not be placed to obstruct any portion of a window, doorway, transom, or other architectural detail.
- (2) Projection from wall. The sign shall not project above the edge of the roof of a structure and from the surface upon which it is attached more than required for construction purposes and in no case more than 12 inches in a commercial or industrial district. In a residential district, a wall sign shall not project more than 3 inches.

(H)(G) Cantilever signs.

- (1) Location. The sign may be located along any site frontage adjoining a public street, at least five (5) feet outside of any public road right-of-way.
- (2) Design. The design of a cantilever sign shall be consistent with the overall scale of the building. The design and placement of the sign shall not obstruct traffic safety sight areas.
- (3) Landscaping requirements. Landscaping shall be provided at the base of the supporting structure equal to twice the area of one face of the sign. For example, 20 square feet of sign area = 40 square feet of landscaped area. The Zoning Administrator may reduce or waive this requirement if it is determined that the additional landscaping would not contribute significantly to the overall aesthetic character of the project.

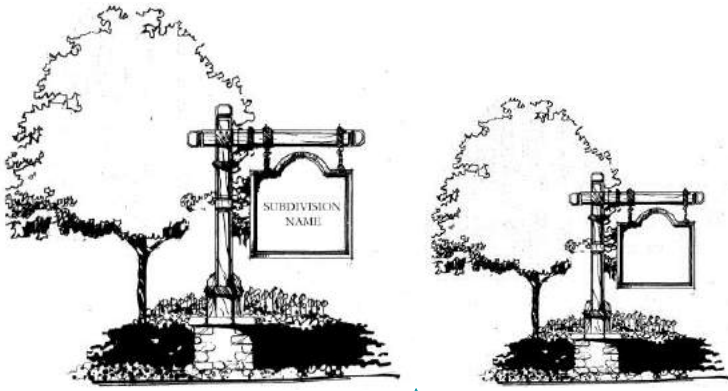


Figure 6 Cantilever Sign

- (1) **Location:** The sign may be located only along a site frontage adjoining a public street. Signs must be no closer than 5 feet to the public right of way line.
- (2) **Material:** The base of must be constructed of a natural material.
- (3) **Design:** The design of an outdoor advertising / billboard sign shall be consistent with the overall scale of the building. The design and placement of the sign shall not obstruct traffic safety sight areas.
- (4) **Landscaping requirements:** Landscaping shall be provided at the base of the supporting structure equal to twice the area of one face of the sign. For example, 20 square feet of sign area = 40 square feet of landscaped area. The Zoning Administrator may reduce or waive this requirement if it is determined that the additional landscaping would not contribute significantly to the overall aesthetic character of the project.
- (5) **Lighting:** No lighted signs.
- (6) **Maintenance Requirements:** All signs must be maintained

**Section 11100 – Creative Signs:**

- (A) **Purpose:** This Section establishes standards and procedures for the design, review and approval of Creative Signs. The purposes of this creative sign program are to:
  - (1) Encourage signs of unique design, and that exhibit a high degree of thoughtfulness, imagination, inventiveness, and spirit; and
  - (2) Provide a process for the application of sign regulations in ways that will allow creatively designed signs that make a positive visual contribution to the overall image of the Township, while mitigating the impacts of large or unusually designed signs.
- (B) **Applicability:** An applicant may request approval of a Sign Permit under the Creative Sign Program to authorize on-site signs that employ standards that differ from the other provisions of this Chapter but comply with the provisions of this Section. For the purposes of this Article, murals shall be considered creative signs and therefore require the submittal of a creative sign permit application.

required by the Department, and the filing fee set by the Township.

- (1) **Design quality.** The sign shall:
  - (a) Constitute a substantial aesthetic improvement to the site and shall have a positive visual impact on the surrounding area;
  - (b) Be of unique design, and exhibit a high degree of thoughtfulness, imagination, inventiveness, and spirit; and



- (c) Provide strong graphic character through the imaginative use of graphics, color, texture, quality materials, scale, and proportion.
- (2) Contextual criteria. The sign shall contain at least one of the following elements:
  - (a) Classic historic design style;
  - (b) Creative image reflecting current or historic character of the Township;
  - (c) Inventive representation of the use, name or logo of the structure or business.
- (3) Architectural criteria: The sign shall:
  - (a) Utilize and/or enhance the architectural elements of the building; and
  - (b) Be placed in a logical location in relation to the overall composition of the building's facade and not cover any key architectural features/details of the facade.

**Section 11200 – Prohibited Signs:**

The following signs and types of signs are inconsistent with the purposes and standards of this Article and are prohibited in all zoning districts unless otherwise expressly allowed by the Ohio Revised Code.

- (A) No display signs except those exempted ~~in Section 11016 herein~~, park/recreation sign, church sign, public/private school sign, comprehensive subdivision type signage, and temporary signs shall be permitted in any residential district, excluding parcels occupied by commercial uses in Planned or conditional uses permitted in a residential district
- (B) No Sign shall be placed within any public right-of-way, except by permission of Ohio Department of Transportation (ODOT) or the Union County Engineer
- (C) Flashing, moving, rotating, intermittently lighted signs or other mechanical devices
- (D) Air actuated attraction devices
- (E) Roof signs
- (F) Pole signs
- (G) Portable changeable copy signs except as noted ~~in Section 10005 (a) (4) (c) above~~ herein
- (H) Electronic variable message signs and portions of signs, and reader boards (not including "time and temperature" signs)
- (I) Billboards and all off-premises signs except for church and institutional directional signs and special event signs provided for in Sections 10014 or 10016 herein.
- ~~(J) Any sign blocking visual sight distance from any vehicular intersection, whether public or privately maintained~~

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**Section 11300 – Temporary Signs Requiring Permits:**

A temporary sign permit is required prior to the erection or construction of any temporary sign listed below. No sign shall contain more than two (2) faces. The maximum square footage allowed for a temporary sign shall apply to each face.

- (A) Subdivision Signs – Signs advertising the sale of platted lots in a subdivision may be erected and displayed in such subdivision provided that not more than one (1) such sign facing on any one (1) street shall be permitted in any subdivision. Such signs may also be used to advertise the sale or lease of multi-family units or store or office space in a commercial development, however, such signs shall not be utilized to advertise the sale, lease or development of land. Such signs shall be limited to twenty-four (24) square feet in area, be not more than eight (8) feet in height and be located not closer than fifteen (15) feet from any public right-of-way. Such signs shall be permitted for a one (1) year period or until ownership of at least of sixty (60) percent of the platted lots is transferred.
- (B) Banner Signs – Banner signs may be installed subject to the following requirements:
  - (1) That the size of the banner sign shall not exceed that allowed for a permanent wall sign.
  - (2) That a banner sign may only be displayed for a period not to exceed thirty (30) days in any calendar quarter, and no more than four (4) times per calendar year.
  - (3) That a banner sign shall not be displayed above the roof line of any structure.
  - (4) That a banner sign shall not have more than three (3) colors. For the purpose of this Section, black and white shall be considered colors.
  - (5) For the purpose of this section, advertising signs containing representations of any flag or national, state or local emblem shall be considered as part of the banner sign and not exempt as permitted under Section 11016.
- (C) Bond for Signs over Public Street or Sidewalk – Each temporary sign permit issued for the erection or maintenance of any sign located over a public street or sidewalk shall contain a condition that the permit holder furnishes a bond set by the Township Trustees to hold the Township harmless from liability for injury to third persons.
- (D) Portable Signs – Portable signs shall be limited to unlit signs and shall be permitted for not more than two (2) weeks

per year for each business. Such signs shall be not more than four (4) feet high and not more than eight (8) feet wide and mounted such that the overall height is not greater than seven (7) feet above the ground. Portable signs shall not be located in any right-of-way and shall be located such that they do not obstruct the view of motorists for the purposes of ingress and egress.

- (E) **Construction Signs** – Construction signs announcing the names of contractors, material men, developers, designers and financial institutions participating in the construction of a building shall be permitted only during the actual time of construction and shall be limited to only one (1) sign per building, shall not exceed sixteen (16) square feet in area for a residential project and thirty-two (32) square feet for a non-residential project, shall not exceed four (4) feet in height for a residential project and ten (10) feet in height for a non-residential project, and shall be located no closer than fifteen (15) feet from any public right-of-way. Such signs shall be removed within thirty (30) days after the Certificate of Occupancy is issued.

**Section 11310 – Signs Exempt From Permit Requirements, Permanent:**

Sign permits shall not be required for the signs listed in this Section. These exempt signs shall not be included in the determination of the total allowable number of signs or total allowable sign area for a site.

- (A) The flag, pennants or insignia of any nation, state, Township, or other political unit or jurisdiction.
- (B) Cornerstones, commemorative tablets and historical signs, not to exceed ten (10) square feet in area.
- (C) Signs bearing only residential property address or names of occupants of residential premises, not to exceed one (1) square foot in area. Signs bearing only non-residential street number, not to exceed one (1) square foot in area.
- (D) Off-site signs that are part of and accessory to bus shelters or transit shelters located in the public right-of-way, or banners attached to streetlights and other similar structures and installed by the Township or in compliance with an agreement with the Township.
- (E) One wall sign on or over a show window or door of a store or business establishment, announcing only the name of proprietor and the nature of the business, not to exceed three (3) square feet in area.
- (F) Signs located in residential neighborhoods that are designated official neighborhood watch areas and limited to two (2) square feet in area.
- (G) Signs located off-site and providing directions to publicly owned facilities or emergency facilities and limited to 12 square feet in area.
- (H) Traffic directional signs indicating points of entry or exit to off-street parking, provided such signs are not larger than four (4) square feet in area. Such signs shall not be located in a public right-of-way and shall not obstruct the view of motorists for the purposes of ingress and egress.
- (I) Window signs not larger than twenty-five (25%) percent of the aggregate window area. For uses that are located in the second or higher floors of a building, window signs shall meet the requirements of this Section.
- (J) A sign(s) located inside a building, provided the sign is not visible from the exterior of the building.
- (K) Signs of a duly constituted government body.
- (L) Elevated signs posted to indicate special parking locations for the handicapped, imprinted with the international symbol of accessibility.
- (M) Flags, pennants, or insignia of any governmental or educational institution.

**Section 11320 – Signs Exempt from Permit Requirements, Temporary:**

Sign permits shall not be required for the signs listed in this Section. These exempt signs shall not be included in the determination of the total allowable number of signs or total allowable sign area for a site.

- (A) Official and legal notices required by a court or governmental agency.
- (B) Real estate for sale, sold, rental or lease signs limited to no more than four (4) square feet in area, no more than six (6) feet in height, and with one (1) sign per lot. (Properties of less than 20 acres.)
- (1) Sold signs may be posted for a period not to exceed ten (10) days.
- (2) A maximum of three (3) off-premise directional signs shall be permitted in conjunction with an open house, not to exceed forty-eight (48) consecutive hours. During the hours of the open house, one additional sign indicating that the house is open will be permitted on the property.
- (3) For property with a lot size equal to or exceeding twenty (20) acres, real estate for sale, sold, rental or lease signs are permitted to be a maximum of thirty-two (32) square feet in area for any one display area with a total display area not to exceed sixty-four (64) square feet and no more than eight (8) feet in height.
- (C) Signs for the civic promotion of schools, church, or community service activities which may be displayed for a maximum

of thirty (30) days.

- (D) Flags, signs and sources of illumination clearly in the nature of decorations customarily associated with any national, state, local or religious holiday, and containing no advertisement.
- (E) One (1) sandwich board shall be permitted for each business location not to exceed four (4) feet in height as measured from the sidewalk and shall not exceed three (3) feet in width per side. Such signs shall be limited to three (3) colors, shall be displayed only during daylight hours and shall not be located on a sidewalk less than six (6) feet in width. Damage to sandwich signs and any liability shall be the responsibility of the owner. Sandwich boards shall be placed in such a way as to leave at least four (4) feet to allow for passage.
- (F) Political signs provided that they are maintained and displayed during a period of time not to exceed thirty (30) days before the election at which such candidacy, question or issue is to be submitted to voters and removed seventy-two (72) hours following such election; that such signs shall not exceed four (4) square feet in total display area and shall not exceed four (4) feet in height above the ground level and shall be displayed behind the property line or streets on which a lot or parcel fronts. The Township may enforce, at its discretion, greater distances to achieve safe view for traffic. Such signs shall not be illuminated nor be erected within any public rights-of-way or easements nor attached in any manner to any utility pole, fence or any other structure within any public rights-of-way.
- (G) Special event signs shall be defined as signs which are used to present knowledge regarding some special event of community importance such as a church or community festival. Such signs shall be considered as temporary signs, do not require a permit before erection but are subject to the following requirements:
  - (1) Not more than two (2) such signs regarding the same topic shall be erected at any given time and located no closer than one thousand (1,000) feet from each other.
  - (2) Such signs shall not impact the traffic sight triangle defined in Section 9026.
  - (3) Such signs shall not be illuminated.
  - (4) Such signs shall not be displayed for a period more than thirty (30) days before the event and shall be removed within forty-eight (48) hours after the event if located in any public right-of-way or within five (5) days if located elsewhere.
  - (5) Flexible type signs such as banners shall be provided with internal air vents to adequately relieve wind pressure.

**Section 11400 – Comprehensive Sign Program, Purpose:**

A comprehensive sign program is intended to integrate the design of the signs proposed for a development project with the design of the structures, into a unified architectural statement. A comprehensive sign program provides a means for defining common sign regulations for multi-tenant projects, to encourage maximum incentive and latitude in the design and display of multiple signs and to achieve, not circumvent, the intent of this Article.

**Section 11410 – Comprehensive Sign Program, Applicability:**

The approval of a comprehensive sign program shall be required whenever any of the following circumstances exist, or whenever an applicant requests the approval of a Comprehensive Sign Program:

- (A) Two or more separate tenant spaces are to be created on the same parcel;
- (B) Five or more non-exempt signs are proposed for a new or existing development; and
- (C) The Zoning Administrator determines that a comprehensive sign program is needed because of special project characteristics (e.g., the size of proposed signs, limited site visibility, a business within a business, the location of the site relative to major transportation routes, etc.).

**Section 11420 – Comprehensive Sign Program, Approval Authority:**

The Zoning Commission must approve a Comprehensive Sign Program prior to issuance of a sign permit by the Zoning Administrator.

**Section 11430 – Comprehensive Sign Program, Application Requirements:**

A sign permit application for a Comprehensive Sign Program shall include all information and materials required in Section 11002, any other additional information required by the Zoning Commission, and the filing fee set by the Township.

**Section 11440 – Comprehensive Sign Program, Standards:**

A comprehensive sign program shall comply with the following standards:



- (A) The program shall comply with the purpose of this Article and the overall intent of this Section;
- (B) The signs shall enhance the overall development, be in harmony with, and relate visually to other signs included in the comprehensive sign program, to the structures and/or developments they identify, and to surrounding development;
- (C) The program shall accommodate future revisions that may be required because of changes in use or tenants; and
- (D) The program shall comply with the standards of this Chapter, except that flexibility is allowed with regard to sign area, number, location, and/or height to the extent that the comprehensive sign program will enhance the overall development and will more fully accomplish the purposes of this Section

**Section 11450 – Comprehensive Sign Program Revisions:**

The Zoning Administrator may approve minor revisions to a comprehensive sign program if the intent of the original approval is not affected. Revisions that would substantially deviate from the original approval shall require the approval of a new Comprehensive Sign Program.

**Section 11500 – Abandoned Signs:**

If any sign shall become abandoned, in a manner defined herein, such sign is declared a public nuisance by reason that continued lack of use results in lack of reasonable and adequate maintenance, thereby causing deterioration and creating a blighting influence on nearby properties. An abandoned sign shall be any sign that meets any of the following conditions:

- (A) Any sign associated with the abandoned nonconforming use.
- (B) Any sign that remains after the termination of a business. A business shall be considered terminated if it has ceased operations for at least ninety (90) consecutive days. Seasonal businesses are exempted from this determination.
- (C) Any sign that is not maintained in accordance with Section 11006.

**Section 11510 – Abandoned Signs – Determination of Abandonment:**

When the Zoning Administrator finds, upon investigation, that a sign has been abandoned, the Zoning Administrator shall notify the owner of said sign and the owner of the property upon which such sign is located, of any findings. Such notice shall advise the owner of the sign that said sign has been declared abandoned and must be removed within thirty (30) days from the date of mailing of said notice. The owner of the sign or the owner of the property may appeal such decision to the Zoning Commission as provided in Article IV. The Zoning Administrator shall maintain a photograph of said sign along with a written report of any finding in a permanent file.

**Section 11520 – Abandoned Signs – Right to Remove:**

If the sign is not removed as ordered, the same may be removed by the Township at the expense of the lessee or owner. If the Township is not reimbursed for the cost of removal within thirty (30) days of such removal, the amount thereof shall be certified to the County Auditor for collection as a special assessment against the property upon which such sign is located.

**Section 11530 – Violations, Penalties and Remedies:**

Any person, firm or corporation violating any requirement or prohibition of this chapter shall be considered in violation of this Code. Failure to comply within thirty (30) days of receipt of notification of violation, unless extended by the Zoning Administrator, shall render such person, firm or corporation subject to the penalties provided in Article IV.



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## STAFF REPORT

FOR CONSIDERATION BY LUC REGIONAL PLANNING COMMISSION EXECUTIVE  
COMMITTEE  
April 11<sup>th</sup>, 2013

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### SALEM TOWNSHIP TEXT AMENDMENT – CHANGES TO OFFICIAL SCHEDULE OF DISTRICT REGULATIONS

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- APPLICANT:** Salem Township Zoning Board
- REQUEST:** Review of various Zoning Text Amendments the *Salem Township Zoning Resolution* including the addition of language for group care facilities and associated definitions.
- STAFF ANALYSIS:** LUC Staff attended a meeting of the Salem Township Zoning Commission meeting in March. The Zoning Inspector spoke to the Zoning Commission regarding some current issues he is experiencing, as well as some areas he felt might cause problems in the future. As a result of the meeting, the Zoning Commission proposed several changes to their Official Schedule of District Regulations and voted to send them to the LUC Executive Committee for a formal recommendation.
- **Official Schedule of District Regulations**
    - Animal Husbandry added as conditional use in all zoning districts (only applies in platted subdivisions or in areas of 15 or more contiguous lots approved under subdivision law in accordance with ORC 519.21 (B)(1-3))
    - Salem Township already has this in their R-2 district. However, many of their subdivisions are in R-1 and other districts, and they are seeing an increase in animal husbandry activities in these areas, which causes concern for potential projects. The township wishes to add this clause to all districts to clarify the authority over animal husbandry where allowed by Ohio Revised Code.



# Logan-Union-Champaign Regional Planning Commission

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- Staff has no concerns regarding this addition.
- Removal of Heavy Manufacturing and Junk Storage/Sales as conditional use in the U-1 Rural Undeveloped District for compatibility purposes.
  - Staff sees no issue with this.
- Addition of Light Manufacturing & related offices, Junk Yard, and Junk Storage/Sales as permitted uses in the M-2 Heavy Manufacturing District for compatibility purposes.
  - Staff has no concerns regarding this.

The amendments proposed above have also been sent to the Champaign County Prosecutor's Office for review and comment.

## **STAFF RECOMMENDATIONS:**

- ✓ Given that LUC Staff attended the Zoning Commission meeting and discussed these proposed changes with the township in advance of their submittal, staff recommends that the Salem Township Zoning Text Amendments be **approved** with the following recommendations for consideration:
  - The Township should consider any recommendations made by the Champaign County Prosecutor's Office regarding the proposed zoning text amendments.

## **ZONING & SUBDIVISION COMMITTEE RECOMMENDATIONS:**





**Zoning Text Amendment Checklist**

Date: 03/27/2013

Township: Salem Township

Amendment Title: Changes to Official Schedule of District Regulations

**Notice:** Incomplete Amendment requests **will not** be processed by our office. LUC Regional Planning Commission will return them to the requestor, stating the reason the amendment was not accepted.

Each Zoning Text Amendment change must be received in our office along with a cover letter, explaining the proposed zoning text change (s). All items listed below must be received **no later than 10 days** before the next scheduled LUC Regional Planning Commission Executive Board Meeting (second Thursday of every month). It is recommended that a person who is able to provide further information on the amendment attend the Zoning and Subdivision Committee meeting to answer any additional questions that may arise.

Required Item:	Completed by Requestor:	Received by LUC:
Cover Letter & Checklist	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Date of Request (stated in cover letter)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Description of Zoning Text Amendment Change (s)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Date of Public Hearing (stated in cover letter)	<input type="checkbox"/>	<input type="checkbox"/>
Township Point of Contact and contact information for zoning amendment (stated in cover letter)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Attachment of Zoning Text Amendment with changes highlighted or bolded	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of current zoning regulation, or section to be modified for comparison	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Non-LUC Member Fee, If applicable	<input type="checkbox"/>	<input type="checkbox"/>

*- Requested in person  
" " "  
- None Scheduled to date*

Additionally, after final adoption regarding this zoning text amendment, please provide LUC with a letter stating the results of the Trustees vote, along with a copy of the adopted language.

Please see reverse side for a timeline of the Township Zoning Amendment Process, per ORC 519.12

OFFICIAL SCHEDULE OF DISTRICT REGULATIONS

ZONING DISTRICTS (Symbols as used on the Official Zoning Map)	PERMITTED USES (Accessory uses and essential services are included)	CONDITIONAL USES (Permitted upon issuance of a Conditional Use Permit by the Board of Zoning Appeals)	MINIMUM LOT SIZE (square feet per household)	MINIMUM LOT WIDTH (Feet)	MAXIMUM PERCENTAGE OF LOT TO BE OCCUPIED (Principal and Accessory Buildings)	MINIMUM FLOOR AREA (Square Feet)	MAXIMUM HEIGHT OF (Principal Buildings) Stories Feet	MINIMUM YARD DIMENSIONS (FL) Front Side Rear Yards			ACCESSORY BUILDINGS Maximum Minimum Distance in feet to Height Road Right Side Rear (feet) of Way Lot Lot Line Line			MINIMUM (MANDATORY) OFF-STREET PARKING SPACE (One unit for each)	MINIMUM (MANDATORY) OFF-STREET LOADING SPACE	SIGNS PERMITTED	OTHER PROVISIONS AND REQUIREMENTS (Supplementary regulations, prohibitions, notes, etc.)						
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21			
U-1 RURAL UNDEVELOPED	Agriculture; Low density residential; Clinic; Home occupation; Public & quasi-public uses. Small Wind Systems Less than 5MW	Kennel; Public service facility; Service business; Mineral extraction; Food processing; ; Light and Heavy- Manufacturing; <b>Junk storage &amp; sales</b> ; Commercial recreation; Manufactured or mobile home park; Mobile homes individually; Non-commercial recreation; Animal hospital & Clinic Farm Implement Sales and Service; <b>Animal Husbandry**</b>	U-1 65,340	10,800	150 80	25	1,200*	2 1/2	35	50	20	40	40	U-1	20	50	5	10	Two spaces for each dwelling unit (See Article XI)	none	Yes, under Article XII	*1,200 square feet for mobile dwelling; Use of land or buildings for agricultural purposes are not affected by this Resolution and no zoning certificate shall be required for any such building or structure or use of land. Residential dwellings do require a permit. <b>**Only applies in platted subdivisions or in areas of 15 or more lots approved under subdivision law that are contiguous (ORC 519.21 (B)(1-3))</b>	
R-1 LOW DENSITY RESIDENTIAL	Single-family dwellings; Home occupation; Public & quasi-public use; Permanent foundation sited manufactured dwelling; Modular & sectional units. Small Wind Systems Less than 5MW	Personal services; Service business; Multi-family dwellings; Mobile home individually; Telecommunication Towers; <b>Animal Husbandry**</b>	R-1 65,340	10,800 2,700 (Multi)	150 80 60	25	1,200* 900 (Multi)	2 1/2	35	35	20	40	40	R-1	15	35	5	10	Two spaces for each dwelling unit (See Article XI)	none	Yes, under Article XII	*1,200 square feet for mobile dwelling. <b>**Only applies in platted subdivisions or in areas of 15 or more lots approved under subdivision law that are contiguous (ORC 519.21 (B)(1-3))</b>	
R-2 MEDIUM DENSITY RESIDENTIAL	Single-family Dwelling; Public and Quasi-public Use Small Wind Systems Less than 5MW	Multi-family Dwelling; Non-commercial Recreation; Home Occupation; Mobile homes Individually; Service Business; Personal Services; Telecommunication Towers. <b>Animal Husbandry**</b>	R-2 40,000	10,800 (Single) 2,700 (multi)	200 80 60	25	1,200* (single) 900 (multi)	2 1/2	35	35	10	20	30	R-2	15	35	5	10	See Article XI	none	Yes, under Article XII	*1,200 square feet for mobile dwelling. <b>**Only applies in platted subdivisions or in areas of 15 or more lots approved under subdivision law that are contiguous (ORC 519.21 (B)(1-3))</b>	
B-1 SERVICE BUSINESS	Service Business; Drive-in business; Eating & drinking estab; Commercial recreation; Transient lodgings; Retail business; Offices; Personal services; Public & quasi-public uses; Single & Multi-family dwellings*; Small Wind Projects Less than 5MW.	Wholesale & Warehousing; Food processing; Printing & Publishing; Transport Terminals; Signs & Advertising structures; Public service facility; Animal Hospital & Clinic; Kennel; <b>Animal Husbandry***</b> ;	B-1 65,340	none	150 60	50	none*	3	40	30	none**	none**	30	B-2	15	35	0	0	See Article XI	One space for first 5000 s.f. of floor area or less, and one each for each additional 10,000 s.f. or fraction thereof of ground floor area	Yes, under Article XII	*For residential, refer to R-1 regs. <b>**Non-residential use cannot be conducted closer than 40 feet to any lot line of a residential structure. ***Only applies in platted subdivisions or in areas of 15 or more lots approved under subdivision law that are contiguous (ORC 519.21 (B)(1-3))</b>	
B-2 LOCAL BUSINESS	Convenience-type retail; Personal services; Offices; Service business; Eating & drinking establishments; Commercial recreation; Single-family dwellings*; Public & quasi-public uses; Farm implement sales & service. Small Wind Systems Less than 5MW	Public service facility; Mobile homes individually; <b>Animal Husbandry***</b>	B-2 65,340	none	150 60	50	none*	3	40	30	none**	none**	30	B-2	15	35	0	0	See Article XI	One space for first 5000 s.f. of floor area or less, and one each for each additional 10,000 s.f. or fraction thereof of ground floor area	Yes, under Article XII	*For residential, refer to R-1 regs. <b>**Non-residential use cannot be conducted closer than 40 feet to any lot line of a residential structure. ***Only applies in platted subdivisions or in areas of 15 or more lots approved under subdivision law that are contiguous (ORC 519.21 (B)(1-3))</b>	
M-1 LIGHT MANUFACTURING DISTRICT	Light manufacturing & directly related offices & retail sales; Public quasi-public uses; Service business; Farm implement sales & service. Small Wind Systems Less than 5MW	Wholesale & warehousing; Storage facilities; Transport terminals; Public service facility; Low density residential*; Mobile homes individually; Adult Entertainment; Family Care Home; Group Care Home; Home for Adjustment; Institution; <b>Animal Husbandry***</b>	M-1 80,000	-----	200	50	none*	4	50	80	20**	50**	50**	M-1	25			10	20	See Article XI	One space for first 5000 s.f. of floor area or less, and one each for each additional 10,000 s.f. or fraction thereof of ground floor area	Yes, under Article XII	*For residential, refer to R-1 regs. <b>**Non-residential use cannot be conducted closer than 40 feet to any lot line of a residential structure. ***Only applies in platted subdivisions or in areas of 15 or more lots approved under subdivision law that are contiguous (ORC 519.21 (B)(1-3))</b>
M-2 HEAVY MANUFACTURING	Light & heavy manufacturing & related offices; Wholesale & warehousing; Printing and publishing; Public quasi-public uses; Single-family dwelling** Permanent foundation sited manufactured dwelling; Supply yard; <b>Junk Yard; Junk Storage and Sales</b> ; Small Wind Systems Less than 5MW	Signs & advertising structures; Public service facility; Adult Entertainment; <b>Animal Husbandry***</b>	M-2 80,000	-----	200	50	none*	4	50	100	20	50**	50**	M-1	25			10	20	See Article XI	One space for first 5000 s.f. of floor area or less, and one each for each additional 10,000 s.f. or fraction thereof of ground floor area	Yes, under Article XII	*For residential, refer to R-1 regs. <b>**Non-residential use cannot be conducted closer than 40 feet to any lot line of a residential structure. ***Only applies in platted subdivisions or in areas of 15 or more lots approved under subdivision law that are contiguous (ORC 519.21 (B)(1-3))</b>



Zoning & Subdivision Committee  
Tuesday, April 9, 2013

The Zoning and Subdivision Committee met in regular session on Tuesday, April 9, 2013, at 1:34 pm at the LUC East Liberty Office. Zoning & Subdivision Committee Members were in attendance as follows: Greg DeLong, Wes Dodds, Charles Hall, Paul Hammersmith, Joel Kranenburg, Heather Martin, Jenny Snapp, Bill Narducci for Jeff Stauch, and Andy Yoder. Absent Members included: Brad Bodenmiller, Scott Coleman, and Steve McCall.

Guests included: Jim Lipnos, Homewood Corporation; Rick Clemens, Clemens Development; Steve Fox, Brumbaugh Engineering & Surveying; Justin Wollenberg, Terrain Evolution; Kathleen Crowley, Jerome Township; Joe Clase, Millcreek Township.

Greg DeLong chaired the Zoning & Subdivision Committee Meeting.

Minutes of the March 14, 2013, meeting were approved as written with Andy Yoder making the first motion to approve, and Charles Hall making the second motion to approve. All in favor.

1. Review of Jerome Village GPN-1 Preliminary Plat (Union County) - Staff Report by Jenny Snapp
  - o Greg stated that he already spoke with Bill about this issue, but had a question about the variance for the right-of-way. On the plat it states **it's** being **requested and underneath states that it's been approved.**
    - Justin – **It's a variance we requested at the beginning and was approved by the Commissioners at that time.**
  - o Charles Hall made the first motion to recommend approval of the Jerome Village GPN-1 Preliminary Plat in Jerome Township with the comments made by the committee and reviewing agencies and Bill Narducci made the second motion to recommend approval of the Jerome Village GPN-1 Preliminary Plat in Jerome Township with the comments made by the committee and reviewing agencies. All in favor.
2. Review of Reserve at New California Preliminary Plat (Union County) – Staff Report by Jenny Snapp
  - o Charles Hall made the first motion to recommend approval of the Reserve at New California Preliminary Plat with the comments made by all the reviewing agencies and Paul Hammersmith made the second motion to recommend approval of the Reserve New California Preliminary Plat with the comments made by all the reviewing agencies. All in favor.





## Logan-Union-Champaign regional planning commission

Director: Jenny R. Snapp

3. Review of Parcel Amendment , Jerome Township (Union County) - Rezoning of 10.7 Acres located at 8376 Mitchell Dewitt Road from U-1 Rural Undeveloped to PUD Planned Unit Development – Staff Report by Wes Dodds
  - Charles – Is all that wooded area being saved?
    - Rick Clemens - Pretty much to the west is all staying, **we're** trying to keep the tree line as much as possible. Towards Mitchell-Dewitt due to the setbacks some trees will have to go. We wanted to do a wet detention area but to do it **we'd have to do a guard rail** and we **don't think that will go with the design of the development so we'll** just do a detention area with a waterfall.
      - Charles – **Where's the entrance going to be?**
        - Greg – It looks like it will go to the right of the existing house.
    - Charles – Does that wooded exterior extend around Labrador?
      - Wes – It looks like it does extend a little.
    - Paul – When you look to the East and look at that parcel they could **develop there, and there's already a house. Are they going to end up with another access?** There should be one access.
    - Charles – How far apart are they?
      - Greg – That lot at the entrance drive is 229 to the eastern property line.
      - Charles – So what if down the road another parcel is developed, what do you get into for drive ways?
        - Bill – There would have to be a variance for that kind of **parcel, there's already been some concerns expressed to the development team.** In regards to providing utilities, this is the edge of what they can serve. Serving anything further **east would be out of the City of Marysville's jurisdictions.**
    - Paul – **It's one of those parcels that needs to develop with the parcel to the east. It's going to be a standalone piece.** That is pushing the limits of what we would consider conservation design. Staff kind of tilted the way of what barely meets it.
    - Bill – Is there anything in the deed restrictions that stipulates clearing the trees or not being allowed to clear.
      - Rick Clemens – We can put something in to prevent that from happening. We approached the property owner next to the **property but they didn't have any interest in anything to do with it.**
    - Bill – **We'd probably be dealing with a lot more clearing but** are giving some leeway moving the entrance to the west but it would meet our standard for access management.
      - Rick – Initially we had a street coming straight down the center but then the land planner came up with the current concept to avoid the

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- streets. Another feature about the development when you go down the streets there will be trees and lights along the street.
- Greg – Is there current access point ok?
    - Bill – The current access point does meet our standard.
  - Kathleen – The concern that I have is that **it's only 10 acres. We have a concern that it doesn't meet what we're trying to do.** When the Woods of Labrador came in, we didn't have a Comprehensive Plan.
  - Rick – That parcel would be different because of the sewer situation.
    - Kathleen – There would have to be something worked out with Marysville to serve the site.
  - Greg – In the Design guidelines, I noticed some typos. Greg shared the typos with the developer.
  - Andy – Did the utility easements going in look a little shallow to you on the Westside?
    - Bill – We typically require the sanitary to be in its own easement in **the right of way. It's because the sanitary has an extra easement.**
  - Charles Hall made the first motion to recommend approval of the Parcel Amendment located in Jerome Township including consideration of committee comments and staff recommendations and Andy Yoder made the second motion to recommend approval of the Parcel Amendment located in Jerome Township including consideration of committee comments and staff recommendations. All in favor with Paul Hammersmith voting No.
4. Review of Text Amendment, Millcreek Township (Union County) - Review of Article XI Signs– Staff Report by Wes Dodds
- Charles – **What's the intent of the dark sky compliant?**
    - Joe – **It's in regard to the lighting** and light pollution at night.
  - Andy – In regards to site distance, is there a guide or number in there already or is it already established by another governing body?
    - Wes – Do you have anything that states what the minimum site distance is?
      - Joe – We would defer to the county.
  - Greg – **I'm never a fan of having if or when** in the code, either you have it or you don't.
    - Joe – It says that already in the code, to say that the zoning inspector will review unless a board is established
  - Paul gave the definition of dark sky compliant to the committee.
  - Andy Yoder made the first motion to recommend approval of the Text Amendment for Millcreek Township regarding Article XI Signs including comments from the staff and committee and Paul Hammersmith made the second motion to recommend approval of the Text Amendment for

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Millcreek Township regarding Article XI Signs including comments from the staff and committee. All in favor.

5. Review of Text Amendment, Salem Township (Champaign County) – Review of Official Schedule of District Regulations – Staff Report by Wes Dodds
  - o Andy Yoder made the first motion to recommend approval of the Text Amendment regarding the Official Schedule of District Regulations for Salem Township and Charles Hall made the second motion to recommend approval of the Text Amendment regarding the Official Schedule of District Regulations for Salem Township. All in favor.

The Zoning and Subdivision Committee adjourned at 2:22 pm with Paul Hammersmith making the first motion to adjourn, and Joel Kranenburg making the second motion to adjourn. All in favor.