



Zoning & Subdivision Committee
Thursday, June 12, 2014 12:45 pm

Start Time: _____

- Minutes from last meeting of May 8, 2014

1st: _____ 2nd: _____

1. Review of New California Hills XI-XII Preliminary Plat Extension (Jerome Township, Union County) – Staff Report by Jenny Snapp
2. Review of Waterford Estates Preliminary Plat (Jerome Township, Union County) – Staff Report by Jenny Snapp

- Adjourn End Time: _____

1st: _____ 2nd: _____

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
Heather Martin – LUC
Erin Moriarty - LUC

Guests:



Staff Report – New Cali Hills 11 & 12 Preliminary Plat Extension

Applicant:	Wade Dunham Evergreen Land Company 6295 Cosgray Road Dublin, OH 43016 wdunham@shepherdexcavating.com
Request:	Approval of the New California Hills 11 & 12 Preliminary Plat Extension for a period of two (2) years.
Location:	Located approximately 0.9 miles SW of intersection of US 42 & Industrial Parkway (0.3 miles W of US 42) in Jerome Township, Union County

Staff Analysis:	<p>This Preliminary Plat Extension is for the New California Hills 11 & 12. The applicant is requesting another two year extension with the last one granted on June 14, 2012 which was a resubmittal given that the Plat had expired in 2011. The original New California Hills 10, 11, & 12 Preliminary Plat was submitted in 2005.</p> <p>The proposed subdivision contains 15.45 Acres and 40 lots for Single-Family Residential Development with 2.329 of open space through a conservation easement. The proposed method of supplying water service is through the City of Marysville Public Water System, and the proposed method of sanitary waste disposal is the City of Marysville Treatment.</p> <ul style="list-style-type: none">• Union County Engineer's Office<ul style="list-style-type: none">○ Per the attached letter dated June 5, 2014, the Union County Engineer's Office recommends conditional approval of the New California Hills 11 & 12 Preliminary Plat Extension with the condition that turn lane design is finalized with ODOT prior to final platting. In addition, the turn lane must be constructed or bonded prior to Final Plat submittal.• Union County Soil & Water Conservation District<ul style="list-style-type: none">○ No comments as of June 5, 2014.• Union County Health Department<ul style="list-style-type: none">○ Per an email received on June 2, the Union County Health Department has the following comments: <i>"All efforts should be made to provide a point of connection (via easements and/or service lines) to both water and</i>
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Staff Report – New Cali Hills 11 & 12 Preliminary Plat Extension

sewer to any adjacent home, business or any other facility that is being serviced by a private water system (PWS) and/or sewage treatment system (STS)." In addition, "Any home or business that is currently being serviced by a private STS and ends up being situated within 200 feet of a sanitary sewer easement should be brought to the attention of the Union County Health Department." Further, "If at any time during the development of the subdivision a PWS (well, cistern, etc.) or STS is found, our office shall be immediately contacted for an inspection. Proper permitting must be obtained for sealing and/or abandonment of PWS or STS."

- **City of Marysville**

- In an email dated June 5, the City of Marysville does not have comments regarding New California Hills 11 & 12 Plat Extension as their comments have been addressed through the Final Engineering process.

- **Jerome Township**

- Per the email dated June 4, 2014, Jerome Township has no issues with the extension of New California Hills 11 & 12.

- **ODOT District 6**

- As of June 5, 2014, no comments from ODOT District 6.

- **Union Rural Electric/URE**

- No comments as of June 4, 2014.

- **LUC Regional Planning Commission**

- A letter from Jerome Township confirming conformance to Township Zoning should be submitted with the Final Plat.
- All performance bond/letters of credit shall be submitted to Union County and approved prior to Final Plat Submittal. Per the Union County Engineer's Office review, the turn lane should also be bonded, or constructed, prior to Final Plat submittal.



Staff Report – New Cali Hills 11 & 12 Preliminary Plat Extension

Staff Recommendations:	LUC Staff recommends <i>conditional approval</i> of the New California Hills 11 & 12 Preliminary Plat Extension with the condition that all comments from reviewing agencies, including left hand turn lane requirements from the Union County Engineer's Office, be incorporated into the Final Plat. The developer shall ensure that prior to plat submittals, all requirements and items outlined in the Union County Subdivision Regulations are incorporated <i>prior</i> to submittal.
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Z&S Committee Recommendations:	
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Logan-Union-Champaign regional planning commission

Director: Jenny R. Snapp

Application for Preliminary Plat Approval

Date: _____

Name of Subdivision: _____

Location: _____

Township: _____ Military Survey: _____

Complete Parcel(s) Identification Number (PIN): _____

Have **ALL** Sketch Plan review letters been obtained? _____ (Engineer, SWCD, Board of Health)

Name of Applicant: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Name of Owner of property to be subdivided: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Name of Applicant's Surveyor or Engineer: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Proposed Acreage to be Subdivided: _____

Current Zoning Classification: _____

Proposed Zoning Changes: _____

Proposed Land Use: _____

Development Characteristics

Number of proposed lots: _____ Typical lot width (feet): _____

Number of proposed units: _____ Typical lot area (sq. ft.): _____

Single Family Units: _____ Multi-Family Units: _____

Acreage to be devoted to recreation, parks or open space: _____



Logan-Union-Champaign regional planning commission

Director: Jenny R. Snapp

Recreation facilities to be provided: _____

Do you propose deed restrictions? (If yes, attach a copy): Yes ____ No ____

1. Proposed method of Supplying Water Service: _____

2. Proposed method of Sanitary Waste Disposal: _____
(If on-site disposal systems are proposed, please attach letter certifying the County Board of Health approval)

3. Requests for Variances from Subdivision Regs: _____
(If yes, please explain variances and reason for variances)

List all proposed improvements and utilities and state your intention to install or provide a guarantee prior to final plat approval:

	Improvement	Installation	Guarantee
a.	_____	_____	_____
b.	_____	_____	_____
c.	_____	_____	_____
d.	_____	_____	_____
e.	_____	_____	_____

For Official Use

Date filed: _____ Filing Fee: _____

Date of Meeting of Planning Commission: _____

Action by Planning Commission: _____

If rejected, reason(s) for: _____



Logan-Union-Champaign regional planning commission

Director: Jenny R. Snapp

Preliminary Plat Review Checklist

#	Required Item Description	HAVE	NEED
1	Drawn at a scale not less than 1:100 and shall be on one or more sheets 24" X 36"		
2	Proposed name of the subdivision, which shall not duplicate or closely approximate the name of any other subdivision in the county.		
3	Location by section, range, and township or Virginia Military Survey (VMS).		
4	Names, addresses and telephone numbers of the owner, subdivider, and professional surveyor or professional engineer who prepared the plat; and the name, address and telephone number of the professional surveyor who performed the boundary survey.		
5	Date of survey.		
6	Scale of the plat, north point, and date.		
7	Boundaries of the subdivision and its acreage.		
8	Names of adjacent subdivisions, owners of record of adjoining parcels of unsubdivided land, and the location of their boundary lines.		
9	Locations, widths, and names of existing streets, railroad rights-of-way, easements, parks, permanent buildings, and corporation and township lines; location of wooded areas and other significant natural features; soil types and soil type limits; limits of Flood Hazard zones.		
10	Zoning classification of the tract and adjoining properties.		
11	Existing contours (USGS datum) at an interval of not greater than two feet if the slope of the ground is fifteen percent or less; and not greater than five feet where the slope is more than fifteen percent.		
12	Existing sewers, water and gas mains, culverts and other underground structures, and electric and telephone poles and lines and other above ground structures within and adjacent to the tract.		
13	Layout, names and widths of proposed streets and easements.		
14	Building setback lines with dimensions.		
15	Layout and dimensions of all proposed water and sewer lines, showing their connections with the existing systems, and all proposed easements for utility, water and sewer lines.		
16	Layout, numbers and approximate dimensions of each lot. When lots are located on a curve or when side lot lines are not at ninety degree angles, the width at the building line shall be shown, if it is less than the frontage width. Location of access from lots to the proposed streets shall be shown.		
17	Parcels of land to be reserved for public use or to be reserved by covenant for residents of the subdivision.		



Logan-Union-Champaign regional planning commission

Director: Jenny R. Snapp

18	The limits of all Flood Hazard Areas (zone A, AE, B, and X) as determined by the Federal Emergency Management Agency (show the FEMA map number and date). The Base Flood Elevation shall be determined and shown. Minimum first floor elevations shall be shown for all lots located within Flood Hazard Areas.		
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<u>Supplementary Information</u>			
19	Statement of proposed use of lots, giving the type and number of dwelling units; and type of business or industry if use is not residential.		
20	Description of proposed covenants and restrictions.		
21	Description of proposed zoning changes.		
22	Typical sections and tentative profiles of streets and other related improvements as required in Article 5. Calculations as required to justify horizontal and vertical curves, pipe sizes, etc. The County Engineer shall have approved the layout and design of the lots, streets and other improvements prior to the Preliminary Plat approval.		
23	A preliminary drainage plan which shall identify adequate drainage outlets and shall contain adequate measures for control of erosion and siltation and for surface water management in accordance with Article 5 and the Technical Design Standards. The County Soil and Water Conservation District shall have approved the preliminary drainage plan prior to Preliminary Plat approval.		
24	If the subdivider proposes individual household sewage systems, the County Board of Health or the OEPA shall have approved the use of individual household sewage systems prior to the Preliminary Plat approval.		
25	If the subdivider proposes individual household wells, the subdivider shall supply evidence acceptable to the County Board of Health of the availability of satisfactory water. The County Board of Health or the OEPA shall have approved the use of individual household wells prior to the Preliminary Plat approval.		
26	Letters from utility companies, as required, indicates approval of easement locations and widths prior to the Preliminary Plat approval.		
27	A vicinity map at scale of generally not more than six thousand feet to an inch shall be shown on, or shall accompany, the Preliminary Plat. This map shall show all existing subdivisions, roads, and tract lines, together with the names of the owners of land immediately adjoining the proposed subdivision and between it and the nearest existing thoroughfares. It shall also show the most advantageous connections between the roads in the proposed subdivision and those of the neighboring areas.		
28	Preliminary Plat Fees: Payment/Check made out to LUC Regional Planning Commission, based on the current fee schedule.		



**EVERGREEN
LAND COMPANY**

6295 COSGRAY ROAD • DUBLIN, OHIO 43016 • (614) 889-5510 • FAX (614) 889-6680

May 16, 2014

Ms. Jenny Snapp, Director
LUC Regional Planning Commission
9676 East Foundry Street
East Liberty, Ohio 43319

Re: New California Hills XI-XII Preliminary Plat

Dear Jenny:

We would like to request a two-year extension of the approval of the New California Hills XI-XII Preliminary Plat that was originally approved June 14, 2012. Please place this request on the agenda for the June 2014 meeting of the LUC Regional Planning Commission. Enclosed is a check in the amount of \$200.00, the fee for the plat approval extension.

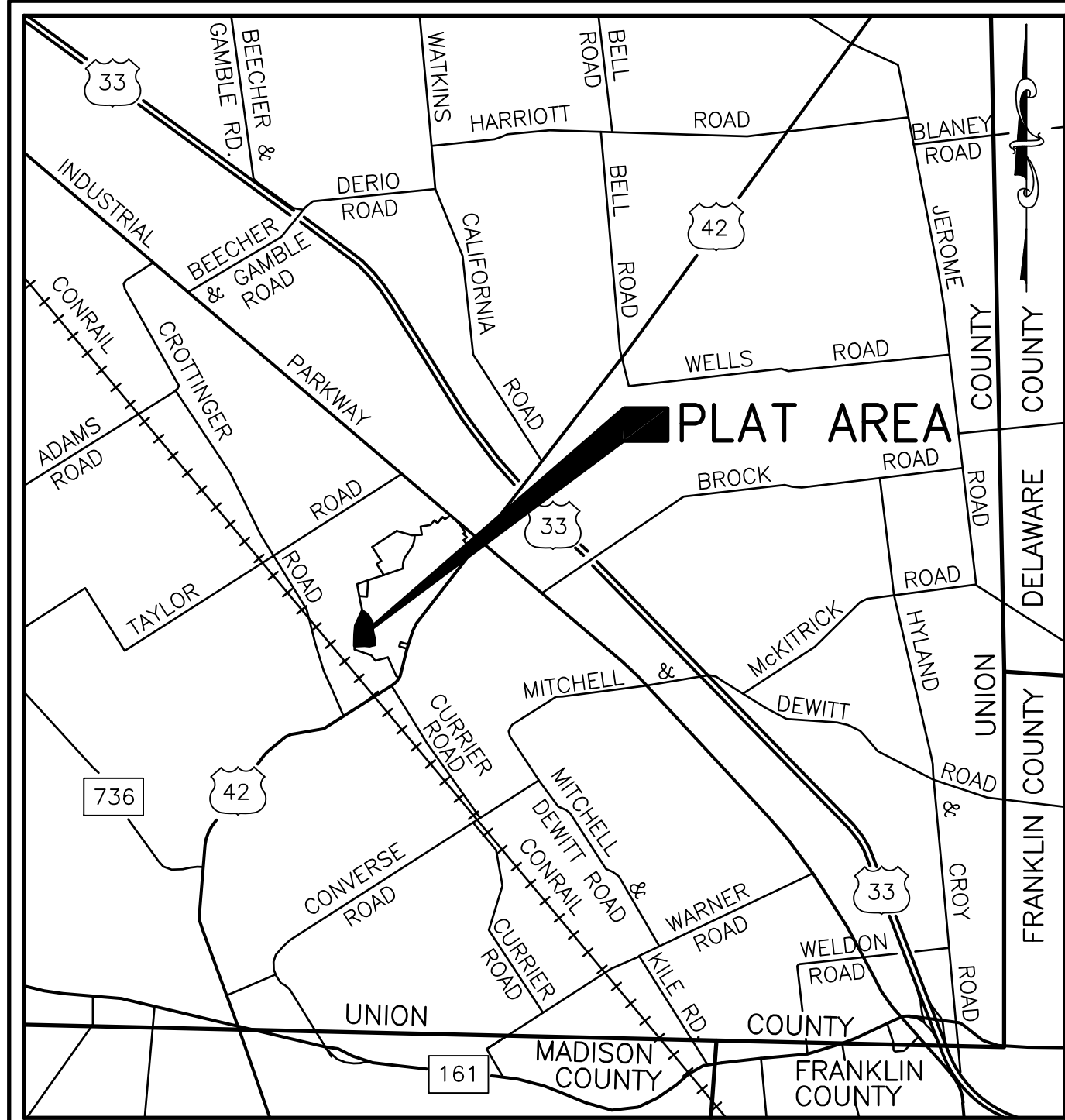
The construction plans have been approved by the Union County Engineer, City of Marysville, and Ohio EPA. We expect to submit signed developer's agreements (with plan review fees, inspection fees, and performance bonds) to both the County and the City next week.

We hope to have a preconstruction meeting in the next couple of weeks. The County Engineer will allow us to start construction on these phases with the understanding that no final plat for this subdivision will be approved until the turn lane issues are resolved, and the construction of the turn lane on US 42 is either bonded or constructed. We have agreed to build the turn lane, and just last week met with Jim Barna of ODOT to get some design clarification to help fit the proposed improvement within the existing right-of-way. Preliminary plans for two scenarios were submitted to Mr. Barna yesterday (those will be the third and fourth preliminary plans submitted since November of 2013).

Please contact me at (614) 889-5510 or by email if you should have any questions or need further information. Thank you.

Respectfully submitted,

Wade Dunham
Project Manager
wdunham@shepherdexcavating.com



LOCATION MAP
SCALE: 1"=1 MILE

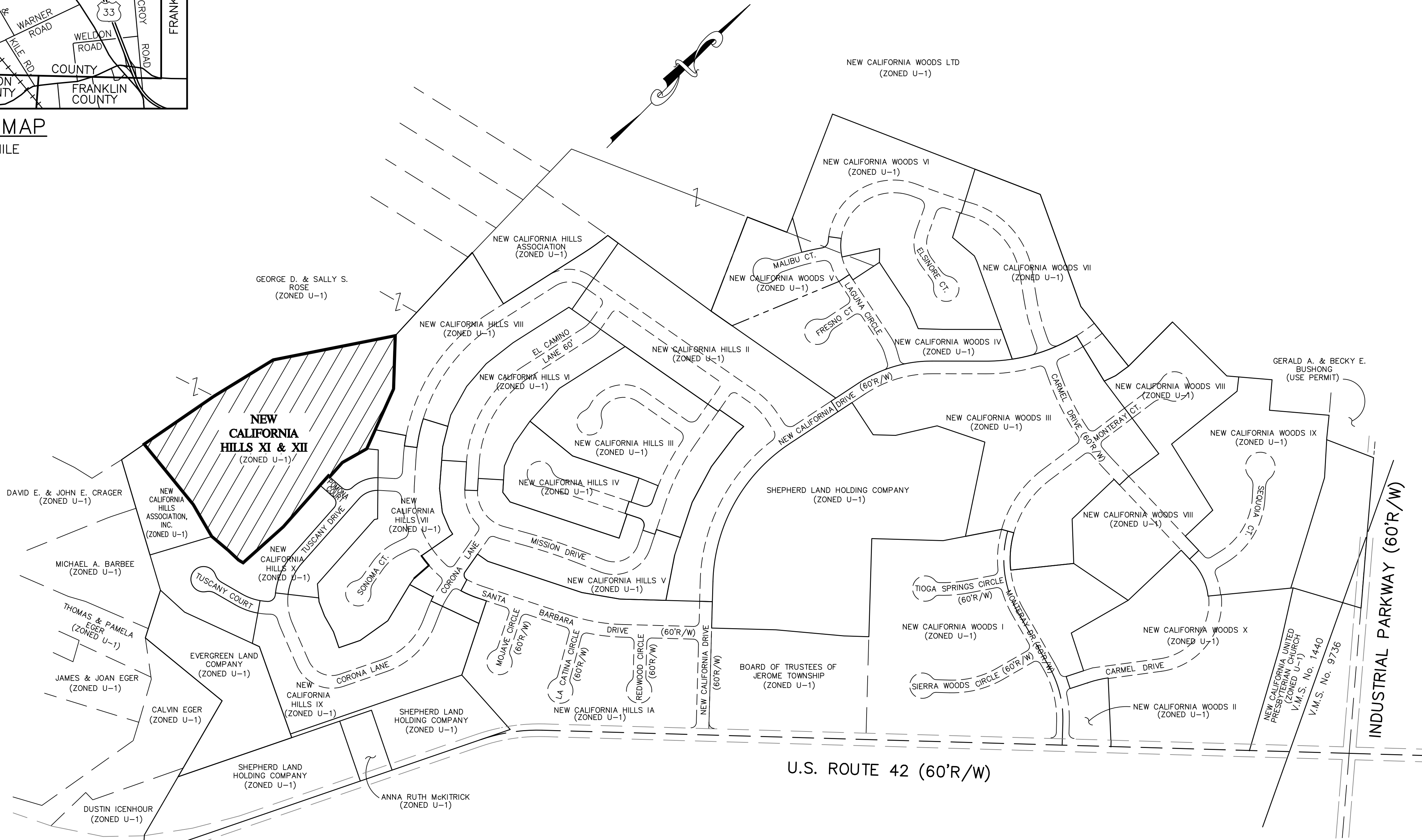
JEROME TOWNSHIP, UNION COUNTY, OHIO

NEW CALIFORNIA HILLS XI-XII

PRELIMINARY PLAT

2012

VIRGINIA MILITARY SURVEY 1440



ORIGINALLY SURVEYED BY:
DATE OF SURVEY: 2-1-1993

ME SURVEY Group
635 Brookside Boulevard
Westerville, OH 43081
Contact: DAVE CHIESA
614-818-4900 EXT. 225
Fax 818-4902
COMPANIES

SURVEYOR:
DATE OF SURVEY: 1-5-2010

Ohio Geomatics, Ltd.
Surveying - GIS/GPS - Remote Sensing
8205 Smith Calhoun Rd. - Plain City, OH 43064 - (614) 620-0331

OWNED, DEVELOPED AND DESIGNED BY:

EVERGREEN
LAND COMPANY
6295 COSGRAY ROAD • DUBLIN, OHIO 43016
(614) 889-5510 • FAX(614) 889-6680

PLAN INDEX

- SHEET NO. 1 - TITLE SHEET
- SHEET NO. 2 - PRE-DEVELOPMENT TOPOGRAPHIC MAP
- SHEET NO. 3 - SOILS INFORMATION
- SHEET NO. 4 - STREET DETAILS
- SHEET NO. 5 - EASEMENT PLAN
- SHEET NO. 6 - LOT DIMENSION PLAN
- SHEET NO. 7 - GRADING PLAN
- SHEET NO. 8 - UTILITY PLAN
- SHEET NO. 9 - PRELIMINARY STREET PROFILES
- SHEET NO. 10 - EROSION CONTROL NOTES & DETAILS

STANDARD DEED RESTRICTIONS FOR UNION COUNTY

1. THERE SHALL BE NO DISCHARGE INTO ANY STREAMS OR STORM WATER OUTLETS OF ANY WASTE MATERIALS IN VIOLATION OF APPLICABLE STATE OR FEDERAL REGULATIONS.
2. NO PERMANENT STRUCTURES, PLANTING, ETC. SHALL BE PERMITTED IN EASEMENT AREAS.
3. MAINTENANCE OF DRAINAGE DITCHES SHALL BE THE RESPONSIBILITY OF THE OWNERS AFFECTED. IF ANY OWNER DAMAGES A DITCH, THAT OWNER SHALL BE RESPONSIBLE FOR THE REPAIR. REPAIRS SHALL BE MADE IMMEDIATELY. EXISTING DRAIN TILES WITHIN NEW CALIFORNIA HILLS SUBDIVISION SHALL BE RE-ROUTED SO THAT DRAINAGE ENTERING TILES WILL CONTINUE TO FLOW FREELY.
4. NO CONSTRUCTION MAY BEGIN OR BUILDING STARTED WITHOUT THE INDIVIDUAL LOT OWNER OBTAINING ZONING, BUILDING, SEWER TAP AND DRIVEWAY PERMITS. ZONING PERMITS ARE OBTAINED FROM THE JEROME TOWNSHIP ZONING INSPECTOR. BUILDING PERMITS, SEWER TAP PERMITS, AND DRIVEWAY PERMITS ARE OBTAINED FROM THE UNION COUNTY BUILDING REGULATIONS DEPARTMENT.
5. THE LOT OWNER AND HIS SUCCESSORS AND ASSIGNS AGREE TO ASSUME ANY AND ALL SANITARY SEWER AND WATER SERVICE CHARGES AND DITCH MAINTENANCE CHARGES WHICH ARE ESTABLISHED BY THE UNION COUNTY COMMISSIONERS FOR NEW CALIFORNIA HILLS XI-XII.
6. THE REAR YARDS OF LOTS 316, 317, 327 & 328 ABUT AN EXISTING STORM WATER RETENTION BASIN. MOWING OF THE BASIN WILL BE PERFORMED AS PART OF THE ANNUAL DITCH MAINTENANCE ASSESSMENT. MOWING WILL OCCUR APPROXIMATELY 2 TIMES PER YEAR TO KEEP THE BASIN FUNCTIONAL. PROPERTY OWNERS MAY MOW THE BASIN MORE FREQUENTLY AT THEIR OWN EXPENSE.

APPROVALS

CHAIRMAN, JEROME TOWNSHIP TRUSTEES	DATE
UNION COUNTY ENGINEER	DATE
UNION COUNTY BOARD OF HEALTH	DATE
LOGAN-UNION-CHAMPAIGN REGIONAL PLANNING COMMISSION	DATE
UNION COUNTY SOIL AND WATER CONSERVATION DISTRICT	DATE
UNION COUNTY COMMISSIONER	DATE
UNION COUNTY COMMISSIONER	DATE
UNION COUNTY COMMISSIONER	DATE

TRANSFERRED THIS _____ DAY OF _____, 2012.

UNION COUNTY AUDITOR _____ DATE

FILED FOR RECORD THIS _____ DAY OF _____, 2012, AT _____ M.

RECORDED THIS _____ DAY OF _____, 2012, IN PLAT BOOK _____
PAGE _____

UNION COUNTY RECORDER _____ DATE

LAND USAGE
SINGLE FAMILY RESIDENTIAL

TABULATION

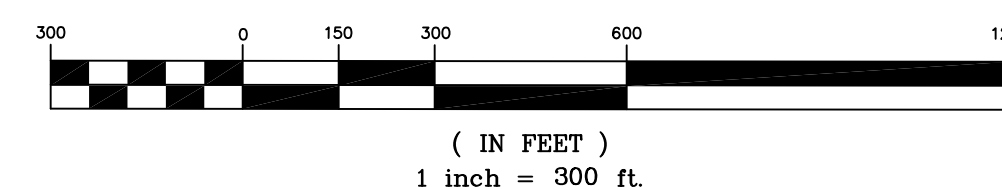
ZONING CLASSIFICATION - U-1 (P.U.D. USE)
FRONT SETBACK - 25'
REAR SETBACK - 40'
SIDE SETBACK - 15' TOTAL (7.5' MIN. 1 SIDE)
U.S. ROUTE 42 SETBACK - 80'
MINIMUM LOT FRONTAGE AT SETBACK - 67'
RESIDENTIAL LOTS - 40 SINGLE FAMILY

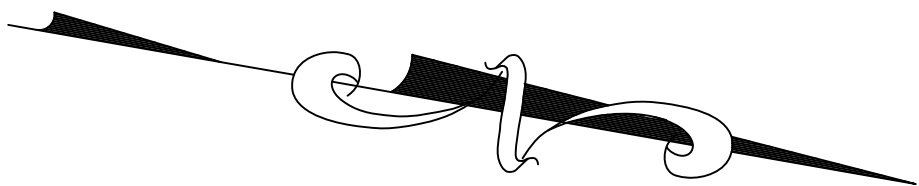
ACREAGES

PHASE 11	9.1775 AC.
PHASE 12	6.2756 AC.
TOTAL	15.4531 AC.

VICINITY MAP

GRAPHIC SCALE





2 WORKING DAYS
BEFORE YOU DIG

CALL TOLL FREE 800-362-2764
OHIO UTILITIES PROTECTION SERVICE

BENCH MARK

TOP OF CASTING OF SANITARY MANHOLE LOCATED 35 FEET NORTH OF
THE CENTERLINE OF POMONA COURT, AND 153 FEET WEST OF THE
CENTERLINE INTERSECTION OF POMONA COURT AND TUSCANY DRIVE.
ELEV.=960.81

FLOOD INFORMATION

100 YEAR FLOOD ELEVATION SHOWN PER
F.E.M.A. COMMUNITY PANEL NO. 39159C0369D
EFFECTIVE DATE: DECEMBER 16, 2008

LINE	VISIONS	DESCRIPTION
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NO.	DATE	BY

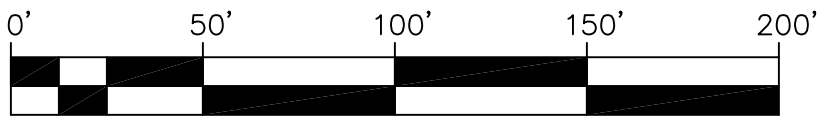
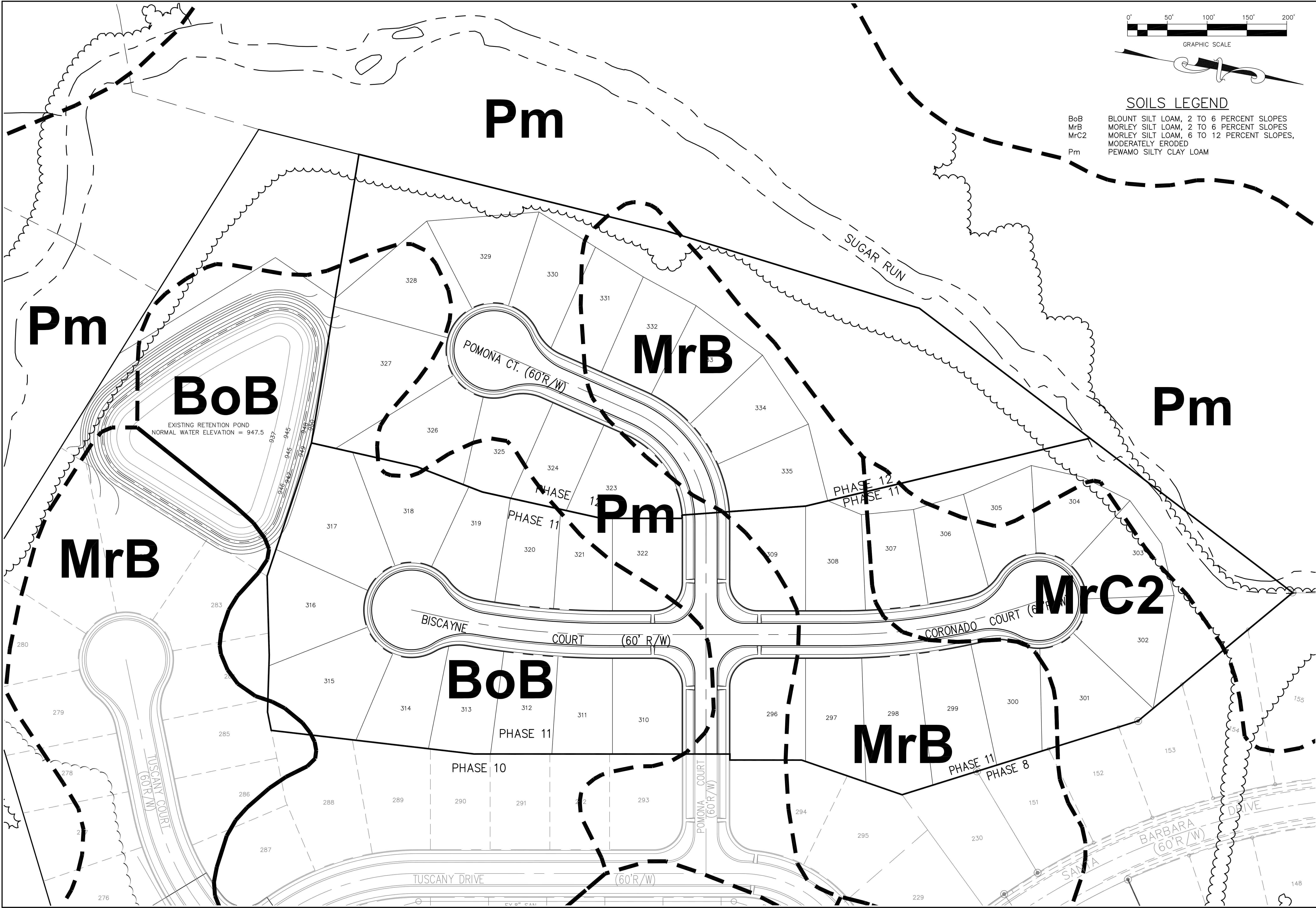


DATE: MAY, 2012

NEW CALIFORNIA HILLS XI-XII
PRELIMINARY PLAT
-DEVELOPMENT TOPOGRAPHIC

NEW CALIFORNIA HILLS XI-XII
PRELIMINARY PLAT
PRE-DEVELOPMENT TOPOGRAPHIC MAP

$$\frac{2}{10}$$



GRAPHIC SCALE

SOILS LEGEND

- BoB BLOUNT SILT LOAM, 2 TO 6 PERCENT SLOPES
- MrB MORLEY SILT LOAM, 2 TO 6 PERCENT SLOPES
- MrC2 MORLEY SILT LOAM, 6 TO 12 PERCENT SLOPES, MODERATELY ERODED
- Pm PEWAMO SILTY CLAY LOAM

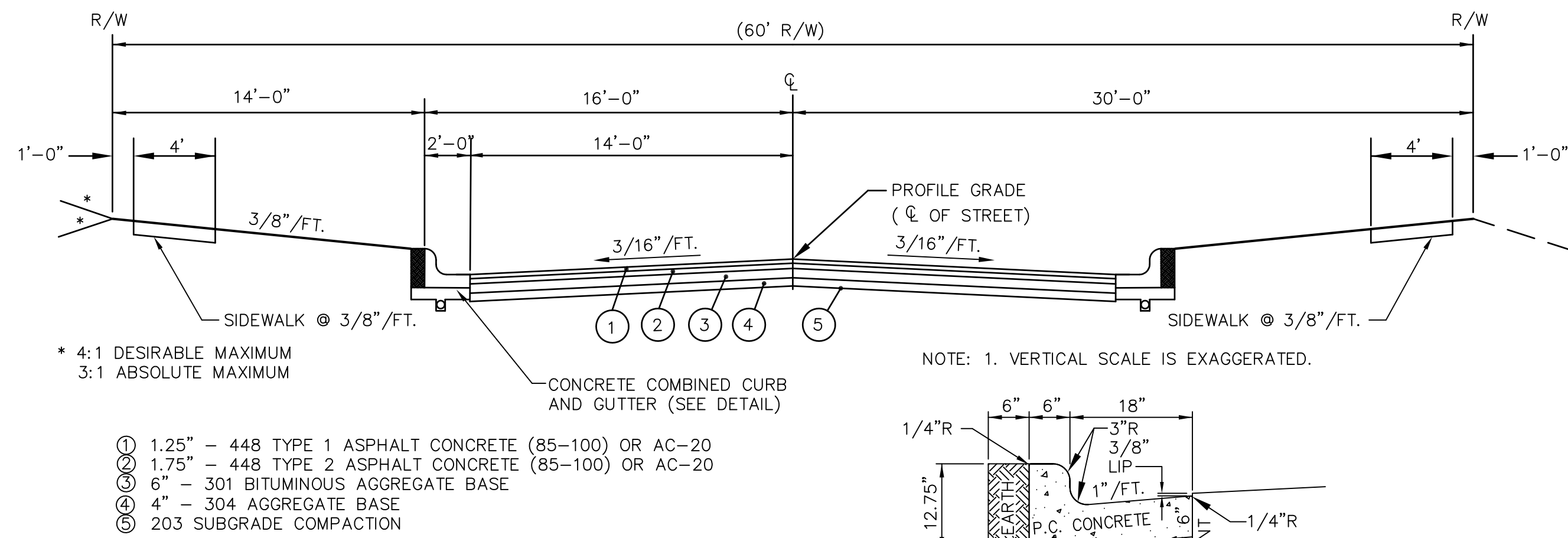
REVISIONS

NO.	DATE	BY	DESCRIPTION



SCALE: HORIZ. - 1"=50'	VERT. - N/A
DATE: MAY, 2012	PROJECT NO.
DRAWN BY: W.D.	CHECKED: W.J.P.

NEW CALIFORNIA HILLS XI-XII
PRELIMINARY PLAT
SOILS INFORMATION

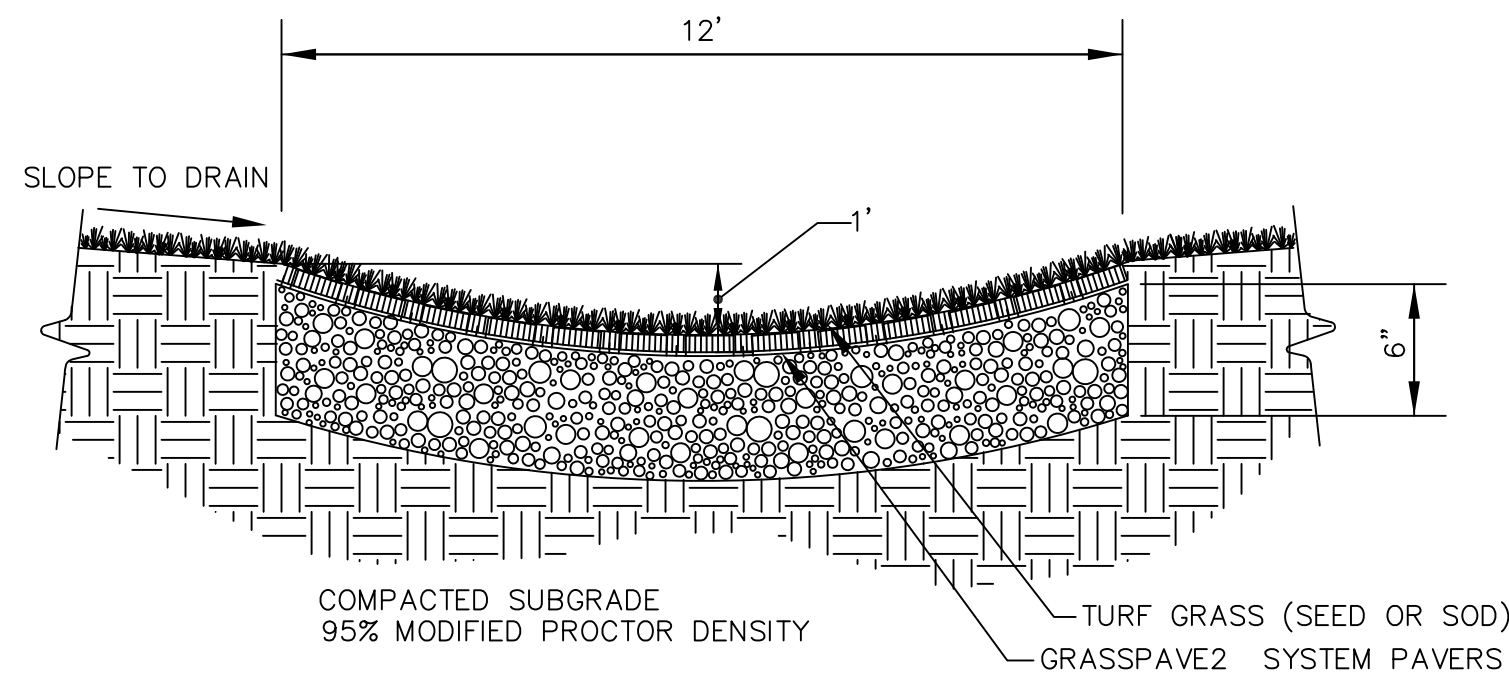


GRADING NOTE

28' WIDE PAVEMENT
 TYPICAL EDGE OF PAVEMENT IS 0.22' BELOW CENTERLINE GRADE
 TOP OF CURB ELEVATION IS 0.16' ABOVE CENTERLINE GRADE
 RIGHT-OF-WAY ELEVATION IS 0.60' ABOVE CENTERLINE GRADE

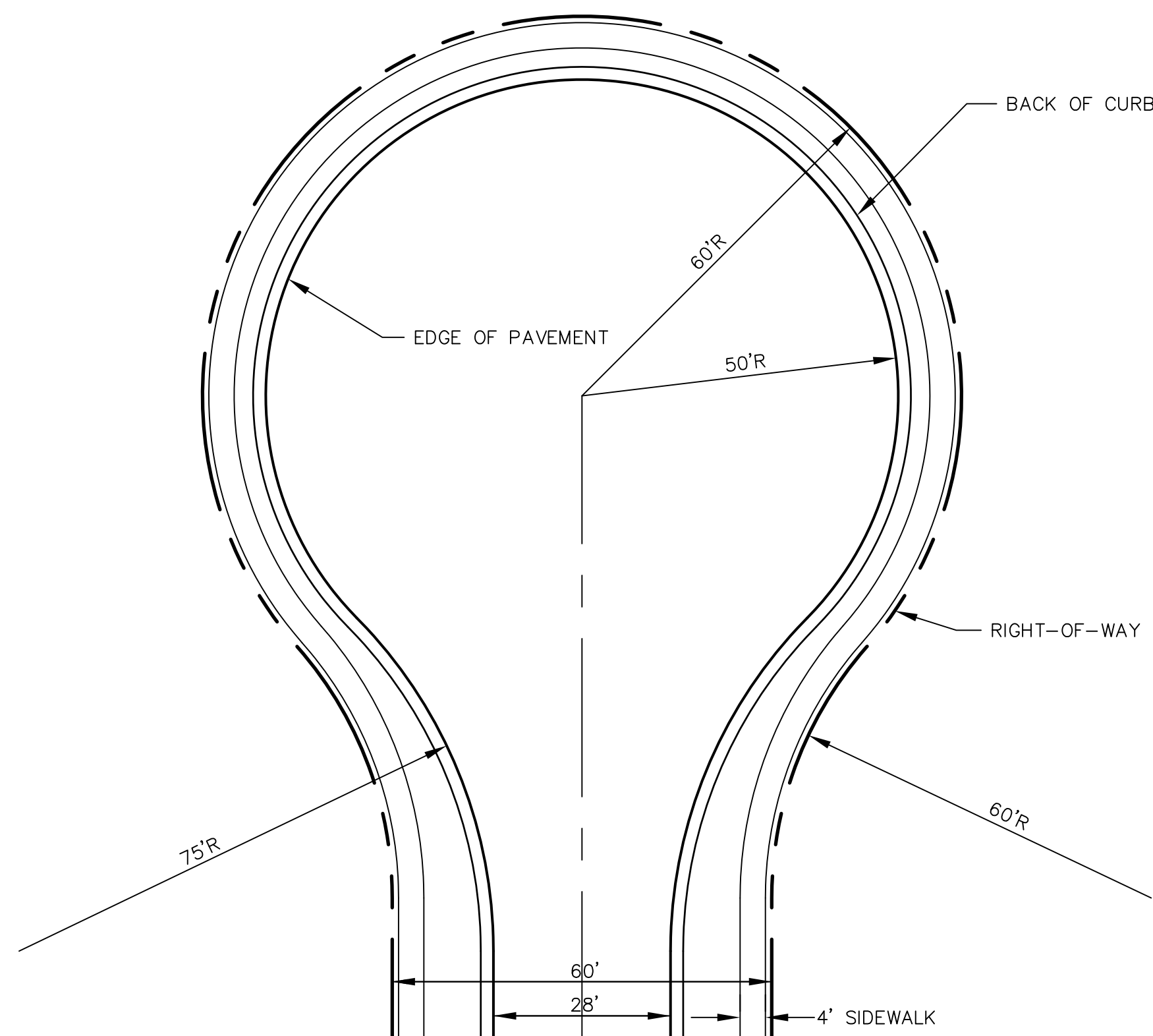
LOCAL STREET WITH CONCRETE COMBINED CURB AND GUTTER

NO SCALE



POND ACCESS DRIVE SECTION

NO SCALE

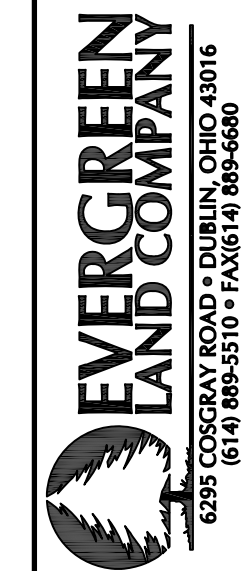


CURBED CUL-DE-SAC DETAIL

NO SCALE

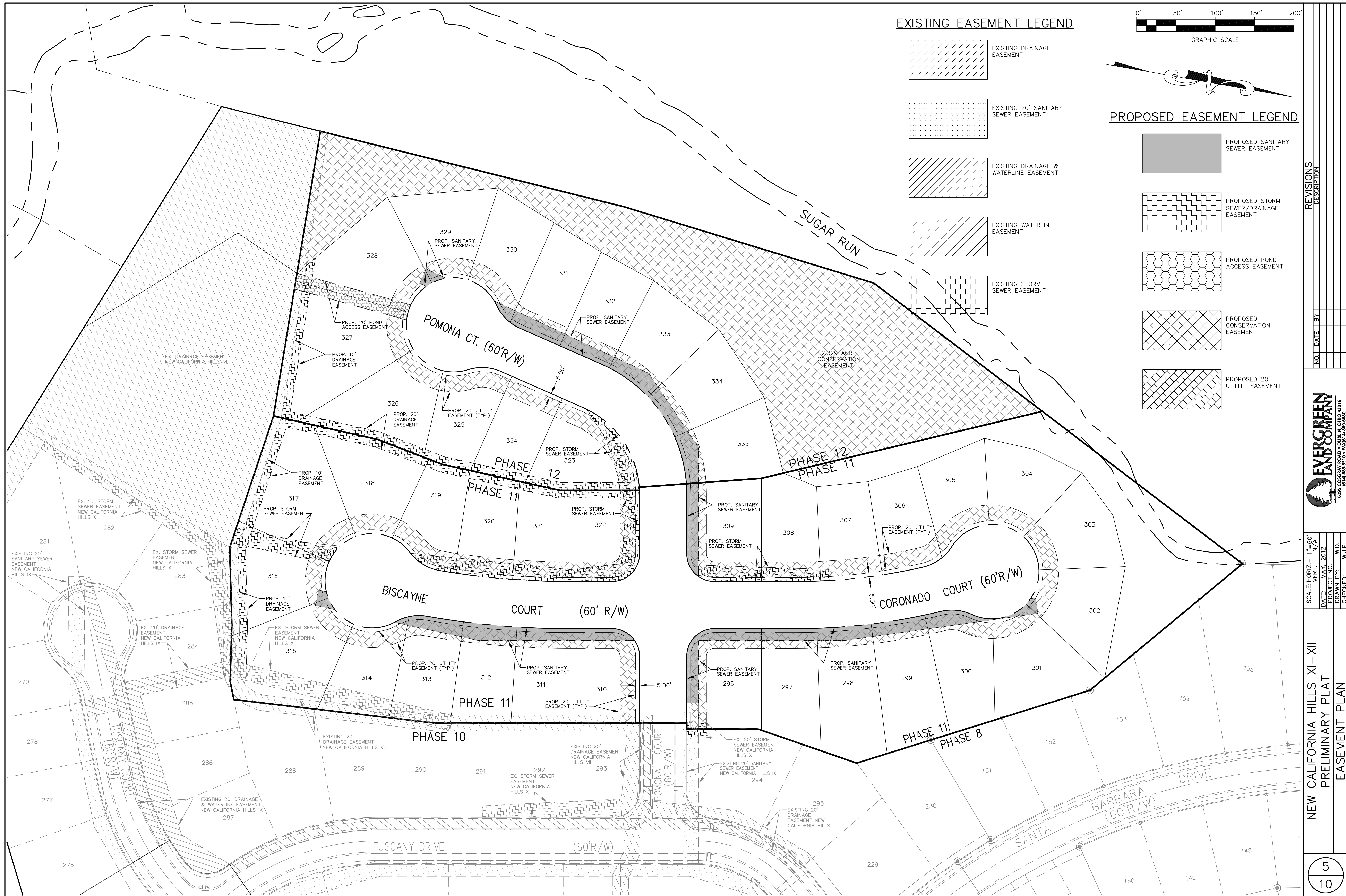
REVISIONS

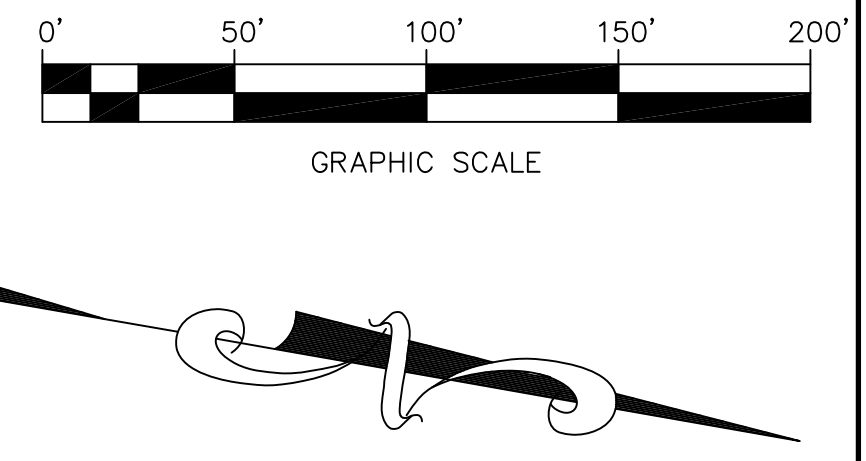
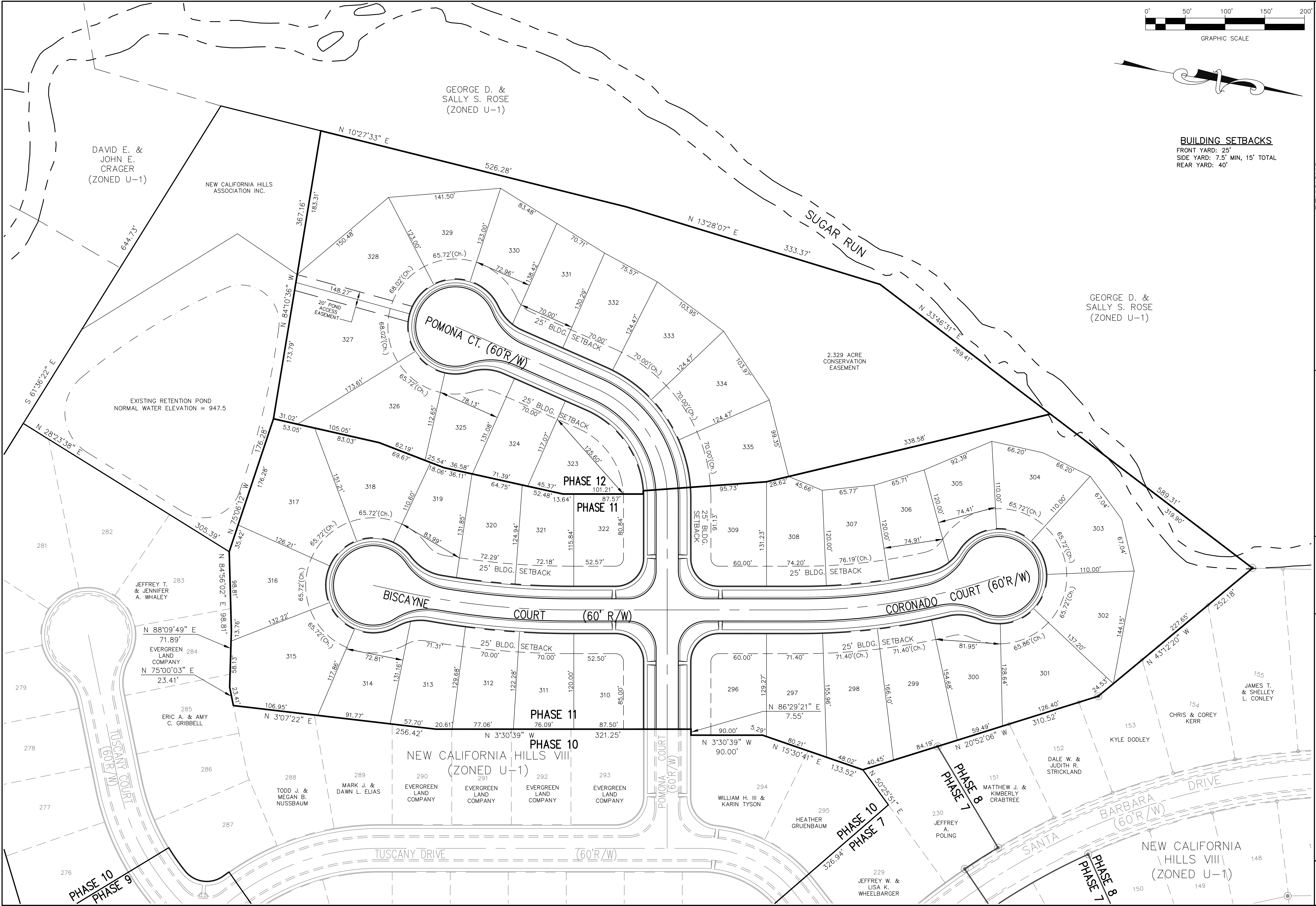
NO.	DATE	BY	DESCRIPTION



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PROJECT NO.	DRAWN BY: W.D.
CHECKED: W.J.P.	

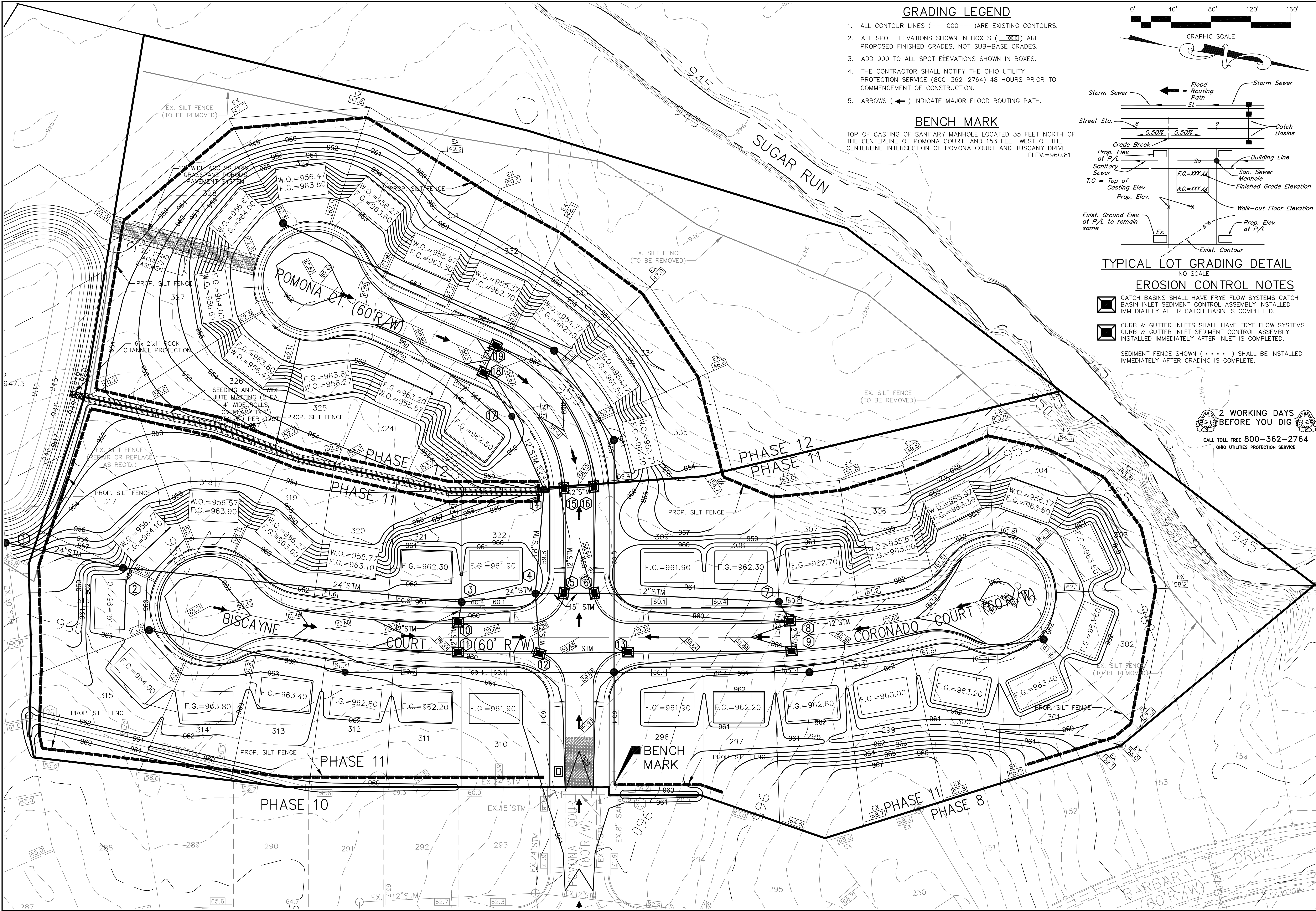
NEW CALIFORNIA HILLS XI-XII
 PRELIMINARY PLAT
 STREET DETAILS





BUILDING SETBACKS
FRONT YARD: 25'
SIDE YARD: 7.5' MIN, 15' TOTAL
REAR YARD: 40'

REVISIONS	
NO.	DATE
EVERGREEN LAND COMPANY	
6259 COSCAY ROAD • DUBLIN, OHIO 43016 (614) 999-2510 • FAX (614) 999-2500	
SCALE: HORIZ. - 1"=60'	VERT. - 1"=20'
DATE: MAY 2012	PROJECT NO. 12012
DRAWN BY: W.D.	CHECKED: W.J.P.
NEW CALIFORNIA HILLS XI-XII	
PRELIMINARY PLAT	
LOT DIMENSION PLAN	
6	10

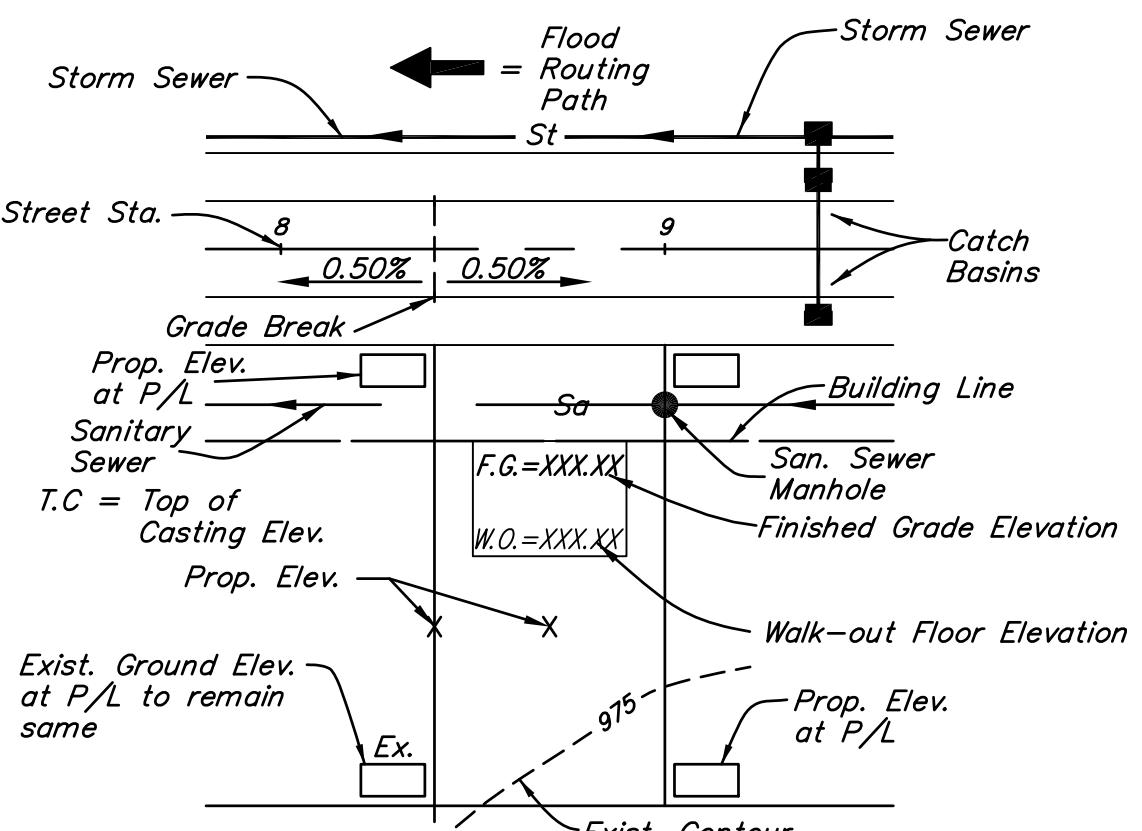
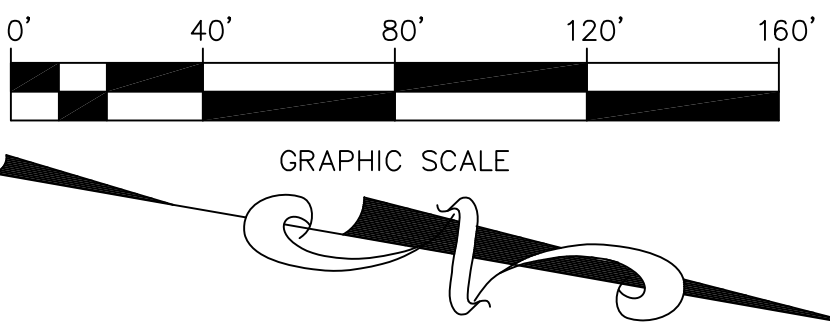


GRADING LEGEND

- 1. ALL CONTOUR LINES (---000---) ARE EXISTING CONTOURS.
- 2. ALL SPOT ELEVATIONS SHOWN IN BOXES () ARE PROPOSED FINISHED GRADES, NOT SUB-BASE GRADES.
- 3. ADD 900 TO ALL SPOT ELEVATIONS SHOWN IN BOXES.
- 4. THE CONTRACTOR SHALL NOTIFY THE OHIO UTILITY PROTECTION SERVICE (800-362-2764) 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- 5. ARROWS () INDICATE MAJOR FLOOD ROUTING PATH.

BENCH MARK

TOP OF CASTING OF SANITARY MANHOLE LOCATED 35 FEET NORTH OF THE CENTERLINE OF POMONA COURT, AND 153 FEET WEST OF THE CENTERLINE INTERSECTION OF POMONA COURT AND TUSCANY DRIVE. ELEV.=960.81



TYPICAL LOT GRADING DETAIL

NO SCALE

EROSION CONTROL NOTES

- CATCH BASINS SHALL HAVE FRYE FLOW SYSTEMS CATCH BASIN INLET SEDIMENT CONTROL ASSEMBLY INSTALLED IMMEDIATELY AFTER CATCH BASIN IS COMPLETED.
- CURB & GUTTER INLETS SHALL HAVE FRYE FLOW SYSTEMS CURB & GUTTER INLET SEDIMENT CONTROL ASSEMBLY INSTALLED IMMEDIATELY AFTER INLET IS COMPLETED.
- SEDIMENT FENCE SHOWN () SHALL BE INSTALLED IMMEDIATELY AFTER GRADING IS COMPLETE.

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

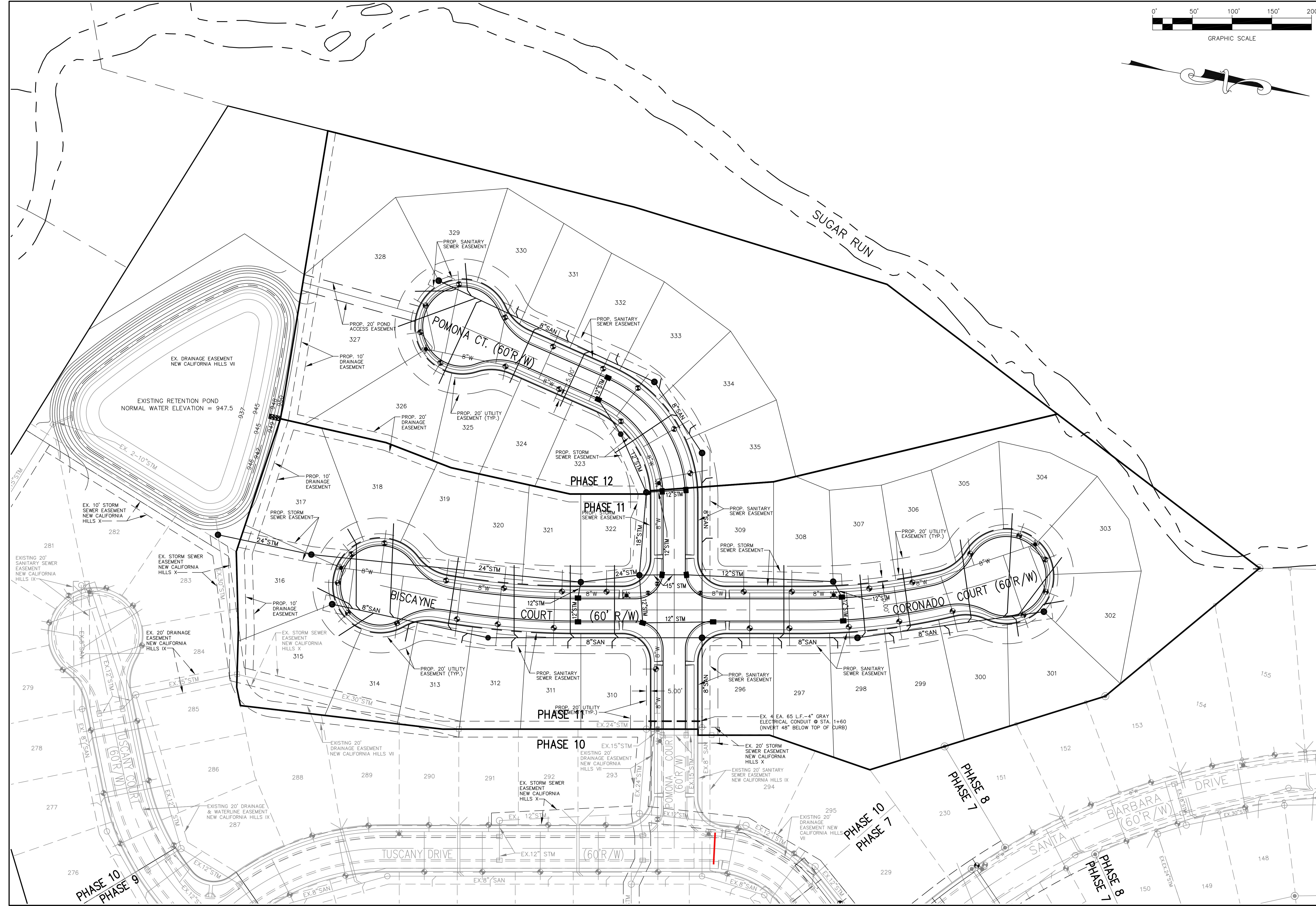
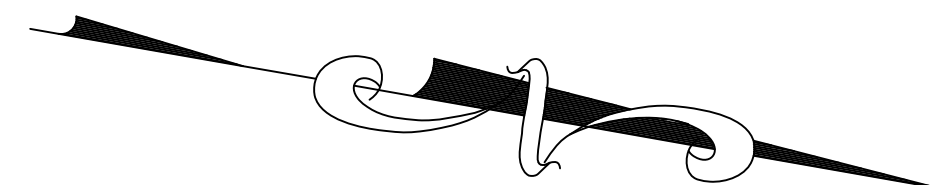
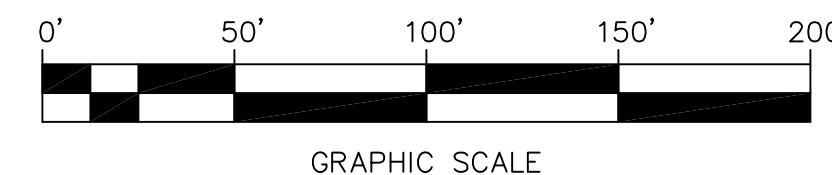
REVISIONS
NO. DATE BY DESCRIPTION

EVERGREEN LAND COMPANY
6255 COSCAGO ROAD • DUBLIN, OHIO 43016
(614) 999-2510 • FAX (614) 999-5660

SCALE: HORIZ. - 1"=40'
VERT. - 1"=4'
DATE: MAY, 2012
PROJECT NO.:
DRAWN BY: W.D.
CHECKED: W.J.P.

NEW CALIFORNIA HILLS XI-XII
PRELIMINARY PLAT
GRADING & EROSION CONTROL PLAN

7
10



REVISIONS	
NO.	DESCRIPTION

NO.	DATE	BY
-----	------	----

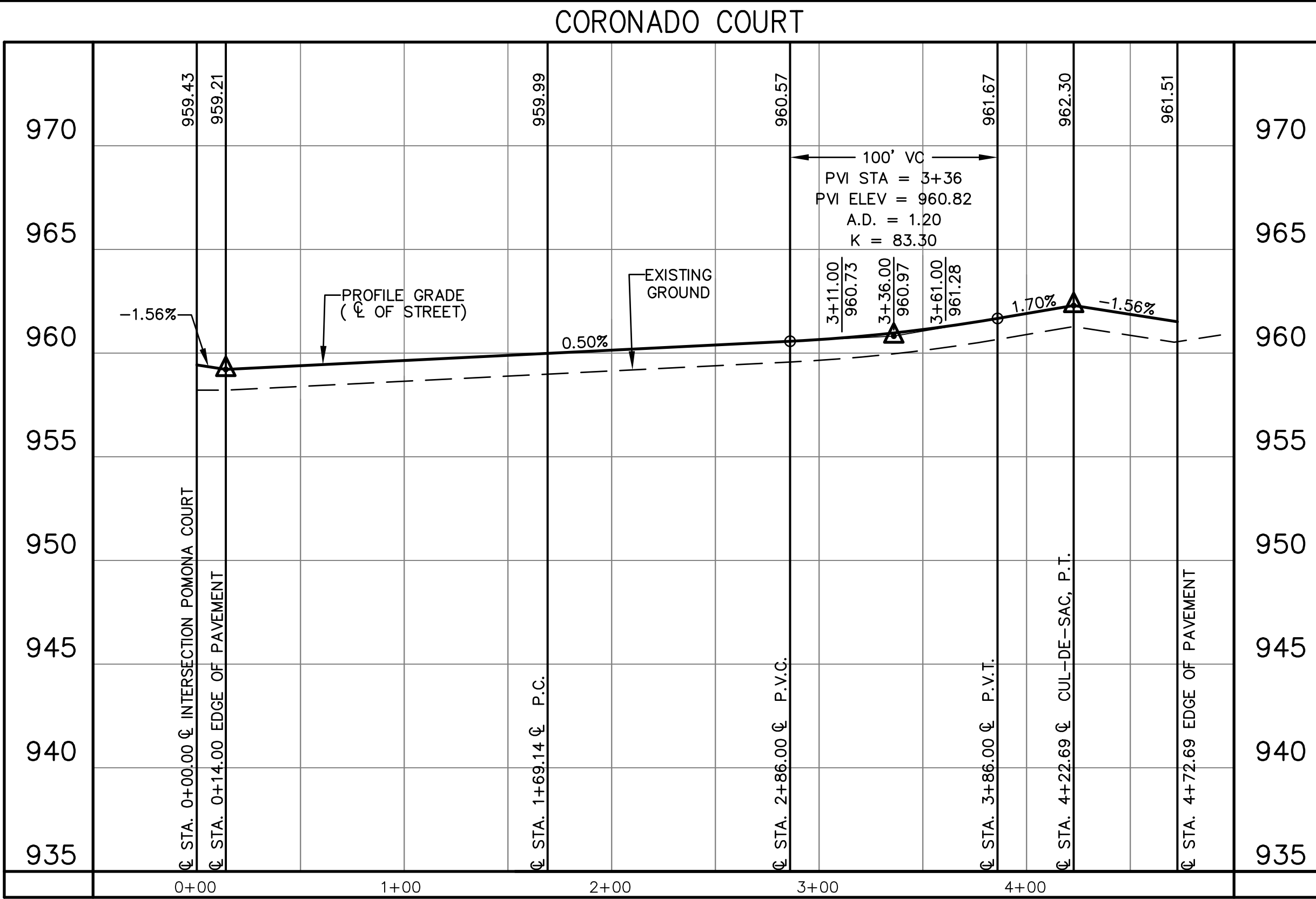
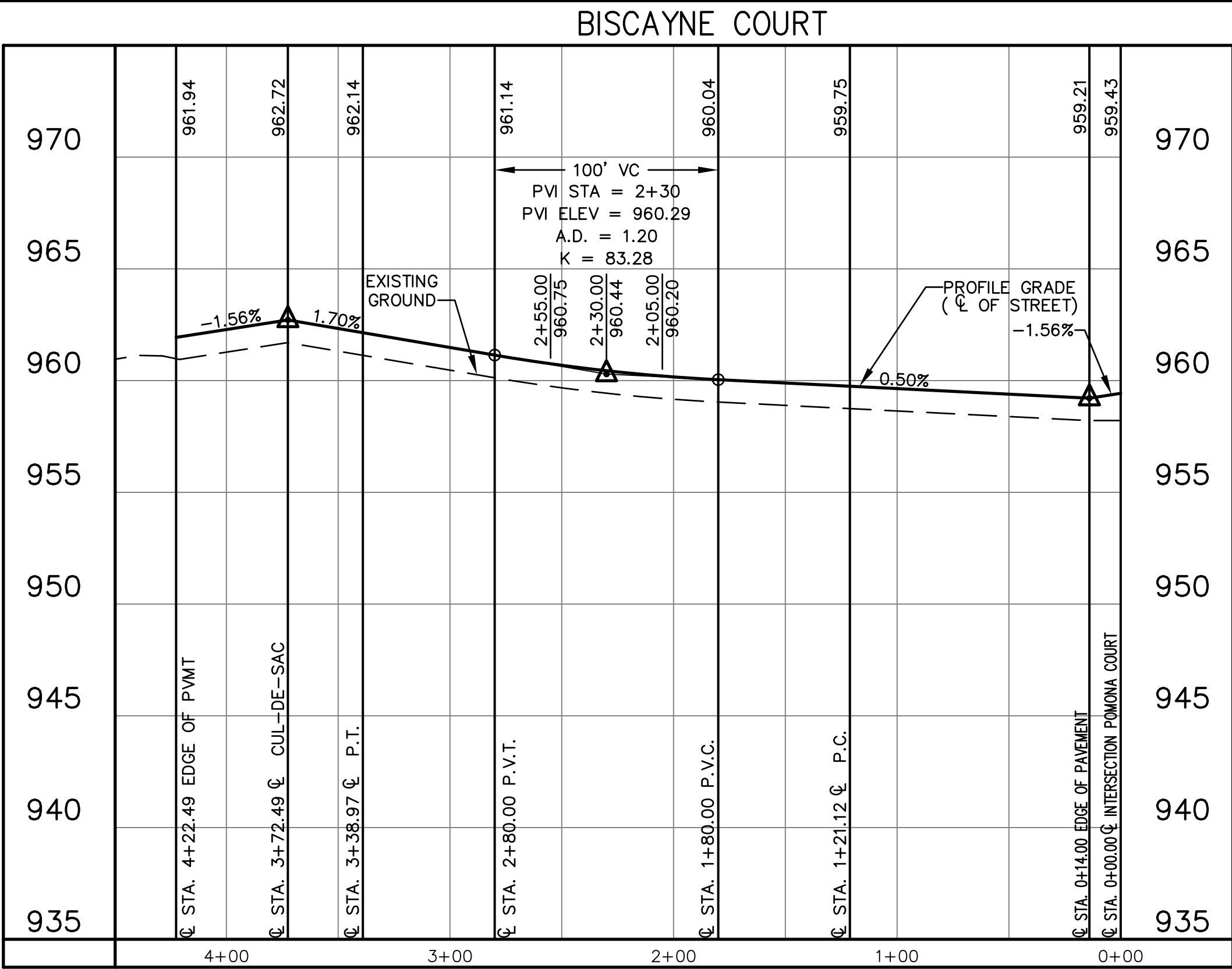
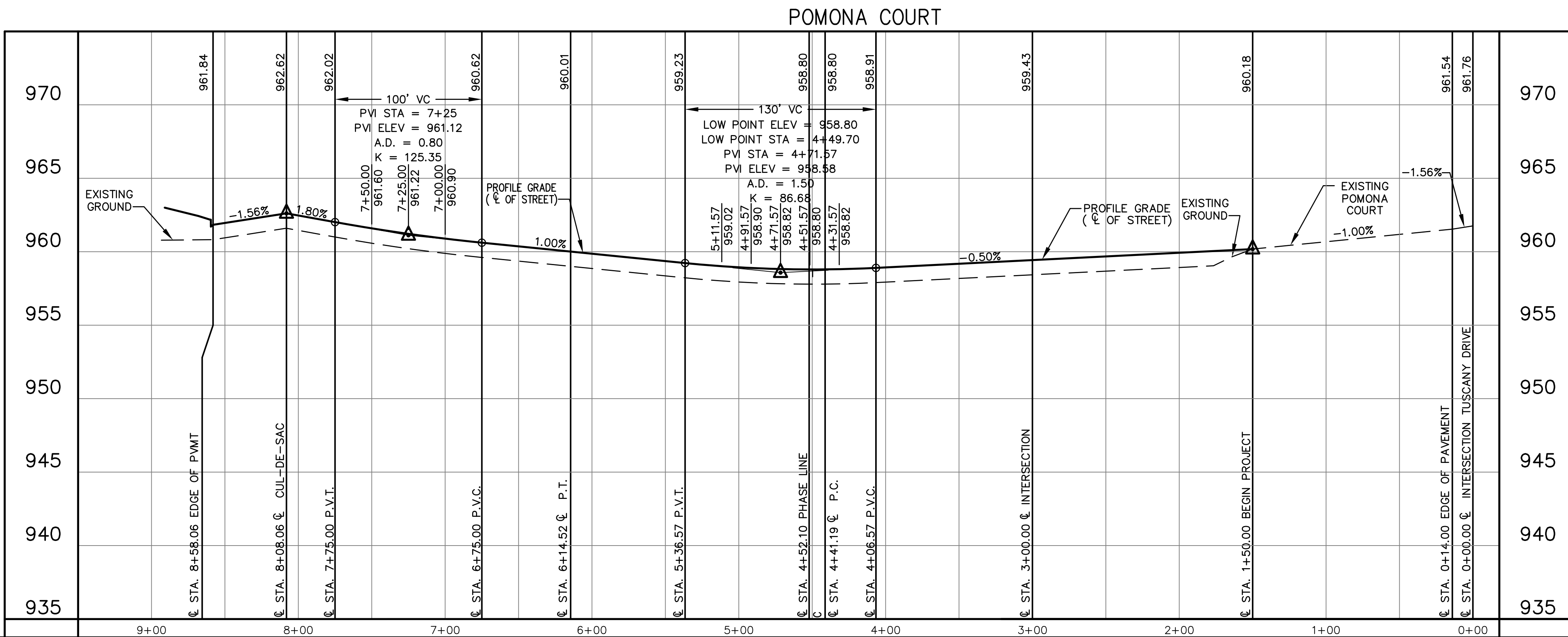
**EVERGREEN
LAND COMPANY**
6255 COSCAY ROAD • DUBLIN, OHIO 43016
(614) 999-2510 • FAX (614) 999-2500

SCALE: HORIZ. - 1"=60'	VERT. - 1"=10'
DATE: MAY 2012	PROJECT NO. 12-0000
DRAWN BY: W.J.P.	CHECKED: W.J.P.

NEW CALIFORNIA HILLS XI-XII
PRELIMINARY PLAT
UTILITY PLAN

8

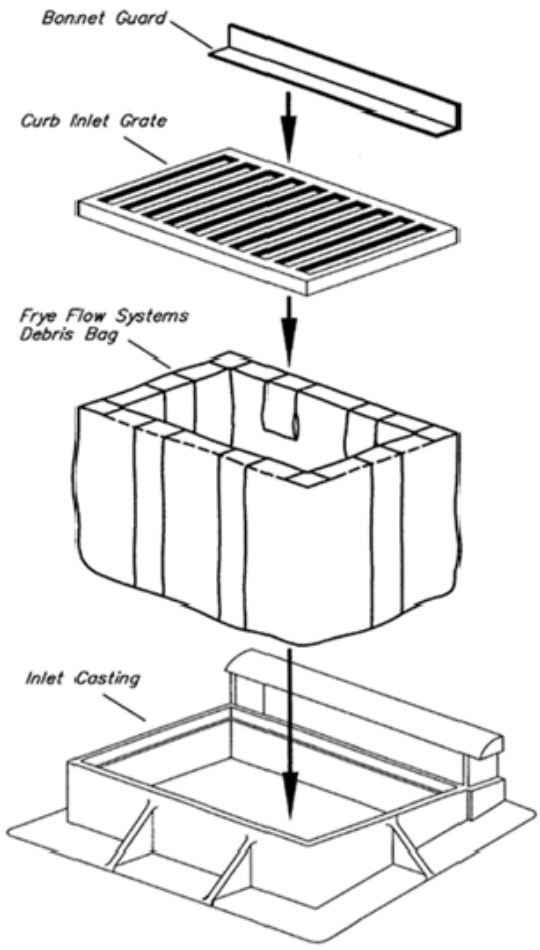
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SEDIMENT & EROSION CONTROL CRITERIA

1. IN ORDER TO CONTROL SEDIMENT POLLUTION OF WATER RESOURCES THE OWNER OR PERSON RESPONSIBLE FOR THE DEVELOPMENT AREA SHALL USE CONSERVATION PLANNING AND PRACTICES TO MAINTAIN THE LEVEL OF CONSERVATION ESTABLISHED BY THE FOLLOWING STANDARDS:
2. SEDIMENT CONTROL PRACTICES SHALL BE FUNCTIONAL THROUGHOUT EARTH-DISTURBING ACTIVITY.
3. SETTLING FACILITIES, PERIMETER CONTROLS, AND OTHER PRACTICES INTENDED TO TRAP SEDIMENT SHALL BE IMPLEMENTED AS THE FIRST STEP OF GRADING AND WITHIN SEVEN DAYS FROM THE START OF GRUBBING. THEY SHALL CONTINUE TO FUNCTION UNTIL THE UPSLOPE DEVELOPMENT AREA IS RESTABILIZED.
4. AREAS WHERE CUT/FILL OPERATIONS ARE TO BE PERFORMED SHALL BE GRUBBED NO SOONER THAN SEVEN DAYS BEFORE SAID CUT/FILL OPERATIONS ARE TO BEGIN. IF CUT/FILL OPERATIONS DO NOT BEGIN AS SCHEDULED, GRUBBED AREAS SHALL BE SEEDED AND MULCHED WITH TEMPORARY SEEDING MIXTURE, AND SILT FENCE SHALL BE PLACED IMMEDIATELY DOWNSLOPE OF THE GRUBBED AREA.
5. MATERIAL STOCKPILED FROM CLEARING AND GRUBBING OPERATIONS SHALL BE PLACED IN AN UNDISTURBED AREA NOT SUBJECT TO CONCENTRATED FLOW FROM STORM WATER RUNOFF. IF THE STOCKPILE IS TO REMAIN FOR MORE THAN TWO DAYS, IT SHALL BE SURROUNDED WITH SILT FENCE. IF THE STOCKPILE IS TO REMAIN FOR MORE THAN SEVEN DAYS, IT SHALL BE SEEDED AND MULCHED WITH TEMPORARY SEEDING.
6. DISTURBED AREAS WITHIN 50 FEET OF A STREAM AND WHICH WILL REMAIN DORMANT FOR MORE THAN 21 DAYS SHALL BE SEEDED AND MULCHED WITH TEMPORARY SEEDING WITHIN TWO DAYS OF DISTURBANCE.
7. DISTURBED AREAS OVER 50 FEET AWAY FROM A STREAM AND WHICH WILL REMAIN DORMANT FOR MORE THAN 21 DAYS SHALL BE SEEDED AND MULCHED WITH TEMPORARY SEEDING WITHIN SEVEN DAYS OF DISTURBANCE.
8. DISTURBED AREAS WITHIN 50 FEET OF A STREAM AND ARE AT FINAL GRADE SHALL BE SEEDED AND MULCHED WITH PERMANENT SEEDING WITHIN TWO DAYS OF FINAL GRADING.
9. DISTURBED AREAS WHICH WILL REMAIN DORMANT OVER THE WINTER SHALL BE SEEDED AND MULCHED WITH TEMPORARY SEEDING PRIOR TO THE ONSET OF WINTER WEATHER.
10. DISTURBED AREAS TO REMAIN DORMANT FOR OVER ONE YEAR, OR ARE AT FINAL GRADE, SHALL BE SEEDED AND MULCHED WITH PERMANENT SEEDING WITHIN SEVEN DAYS OF FINAL GRADING.
11. TOPSOIL STRIPPED AND STOCKPILED FOR MORE THAN TWO DAYS SHALL BE SURROUNDED WITH SILT FENCE. IF THE STOCKPILE IS TO REMAIN FOR MORE THAN SEVEN DAYS, IT SHALL BE SEEDED AND MULCHED WITH TEMPORARY SEEDING.
12. EXCESS MATERIAL FROM THE INSTALLATION OF UNDERGROUND UTILITIES SHALL BE STOCKPILED IN A LOCATION NOT SUBJECT TO CONCENTRATED FLOW FROM STORM WATER RUNOFF. IF THE STOCKPILE IS TO REMAIN FOR MORE THAN TWO DAYS, IT SHALL BE SURROUNDED WITH SILT FENCE. IF THE STOCKPILE IS TO REMAIN FOR MORE THAN SEVEN DAYS, IT SHALL BE SEEDED AND MULCHED WITH TEMPORARY SEEDING.
13. CONSTRUCTION MATERIALS SHALL BE STORED IN AN AREA NOT SUBJECT TO FLOODING OR CONCENTRATED STORM WATER RUNOFF.
14. ANY TRASH, HAZARDOUS WASTE, PETROLEUM WASTE, OR CONSTRUCTION AND DEMOLITION DEBRIS SHALL BE LEGALLY DISPOSED OF OFF-SITE. CONTAINERS (DUMPSTERS, DRUMS, ETC.) SHALL BE PROVIDED AS NEEDED IF WASTE OR DEBRIS IS NOT TO BE HAULED OFF-SITE IMMEDIATELY. CONTAINERS SHALL BE COVERED AND LEAK-PROOF.
15. FUELING AND MAINTENANCE OF CONSTRUCTION VEHICLES SHALL BE PERFORMED IN AN AREA WHERE SPILLS MAY BE CONTAINED, AND WILL NOT IMMEDIATELY RUN OFF-SITE. THIS AREA SHALL BE AWAY FROM WATERCOURSES, DRAINAGE DITCHES, FIELD DRAINS, OR ANY OTHER STORM WATER DRAINAGE AREA.
16. FUEL OR CHEMICAL SPILLS SHALL BE CONTAINED IMMEDIATELY USING OHIO E.P.A. APPROVED METHODS, AND SHALL BE REPORTED TO THE OHIO E.P.A. (1-800-282-9378), THE JEROME TOWNSHIP FIRE DEPARTMENT, AND THE LOCAL EMERGENCY PLANNING COMMITTEE (LEPC) IF THE SPILL IS 25 GALLONS OR MORE. CONTAMINATED SOILS SHALL BE TREATED OR DISPOSED IN OHIO E.P.A. APPROVED SOLID WASTE MANAGEMENT FACILITIES OR HAZARDOUS WASTE TREATMENT, STORAGE OR DISPOSAL FACILITIES (TSDFS).
17. ONLY CLEAN WATER MAY BE USED AS A DUST SUPPRESSANT DURING CONSTRUCTION.
18. STREET FLOW RUNOFF FROM STRIPPED AREAS SHALL BE FILTERED OR DIVERTED TO A SETTLING FACILITY.
19. STORM SEWER INLET PROTECTION: ALL STORM SEWER INLETS WHICH ACCEPT WATER RUNOFF FROM THE DEVELOPMENT AREA SHALL BE PROTECTED SO THAT SEDIMENT-LADEN WATER WILL NOT ENTER THE STORM SEWER SYSTEM WITHOUT FIRST BEING FILTERED OR OTHERWISE TREATED TO REMOVE SEDIMENT, UNLESS THE STORM SEWER SYSTEM DRAINS TO A SETTLING FACILITY.
20. STREAMS INCLUDING BED AND BANKS SHALL BE RESTABILIZED IMMEDIATELY AFTER IN-CHANNEL WORK IS COMPLETED, INTERRUPTED, OR STOPPED.
21. TO THE EXTENT PRACTICAL, CONSTRUCTION VEHICLES SHALL BE KEPT OUT OF STREAMS. WHERE IN-CHANNEL WORK IS NECESSARY, PRECAUTIONS SHALL BE TAKEN TO STABILIZE THE WORK AREA DURING CONSTRUCTION TO MINIMIZE EROSION.
22. IF A LIVE (WET) STREAM MUST BE CROSSED BY CONSTRUCTION VEHICLES REGULARLY DURING CONSTRUCTION, A TEMPORARY STREAM CROSSING SHALL BE PROVIDED.
23. CONSTRUCTION ACCESS ROUTES: MEASURES SHALL BE TAKEN TO PREVENT SOIL TRANSPORT ONTO SURFACES WHERE RUNOFF IS NOT CHECKED BY SEDIMENT CONTROLS, OR ONTO PUBLIC ROADS.
24. NO SOIL, ROCK, DEBRIS, OR ANY OTHER MATERIAL SHALL BE DUMPED OR PLACED INTO A WATER RESOURCE OR INTO SUCH PROXIMITY THAT IT MAY READILY SLOUGH, SLIP, OR ERODE INTO A WATER RESOURCE UNLESS SUCH DUMPING OR PLACING IS AUTHORIZED BY THE CITY ENGINEER AND, WHEN APPLICABLE, THE U.S. ARMY CORPS OF ENGINEERS, FOR SUCH PURPOSES AS, BUT NOT LIMITED TO CONSTRUCTION BRIDGES, CULVERTS, AND EROSION CONTROL STRUCTURES.
25. UNSTABLE SOILS PRONE TO SLIPPING OR LANDSLIDING SHALL NOT BE GRADED, EXCAVATED, FILLED OR HAVE LOADS IMPOSED UPON THEM UNLESS THE WORK IS DONE IN ACCORDANCE WITH A QUALIFIED PROFESSIONAL ENGINEER'S RECOMMENDATIONS TO CORRECT, ELIMINATE, OR ADEQUATELY ADDRESS THE PROBLEMS.
26. CUT AND FILL SLOPES: CUT AND FILL SLOPES SHALL BE CONSTRUCTED IN A MANNER WHICH WILL MINIMIZE EROSION. CONSIDERATION SHALL BE GIVEN TO THE LENGTH AND STEEPNESS OF THE SLOPE, SOIL TYPE, UPSLOPE DRAINAGE AREA, GROUNDWATER CONDITIONS, AND SLOPE STABILIZATION.
27. STABILIZATION OF OUTFALLS AND CHANNELS. OUTFALLS AND CONSTRUCTION OF MODIFIED CHANNELS SHALL BE DESIGNED AND CONSTRUCTED TO WITHSTAND THE EXPECTED VELOCITY OF FLOW FROM A POST-DEVELOPMENT, TEN-YEAR FREQUENCY STORM WITHOUT ERODING.
28. PERMANENT VEGETATION SHALL NOT BE CONSIDERED ESTABLISHED UNTIL GROUND COVER IS ACHIEVED WHICH, IN THE OPINION OF THE APPROVING AGENCY, PROVIDES ADEQUATE COVER AND IS MATURE ENOUGH TO CONTROL SOIL EROSION SATISFACTORILY AND TO SURVIVE ADVERSE WEATHER CONDITIONS.
29. ALL TEMPORARY EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE DISPOSED OF WITHIN THIRTY DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY PRACTICES ARE NO LONGER NEEDED, UNLESS OTHERWISE AUTHORIZED BY THE APPROVING AGENCY. TRAPPED SEDIMENT SHALL BE PERMANENTLY STABILIZED TO PREVENT FURTHER EROSION.
30. ALL TEMPORARY AND PERMANENT EROSION AND SEDIMENT CONTROL PRACTICES SHALL BE DESIGNED AND CONSTRUCTED TO MINIMIZE MAINTENANCE REQUIREMENTS. THEY SHALL BE MAINTAINED AND REPAIRED AS NEEDED TO ASSURE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION. THE PERSON OR ENTITY RESPONSIBLE FOR THE CONTINUED MAINTENANCE OF PERMANENT EROSION CONTROLS SHALL BE IDENTIFIED TO THE SATISFACTION OF THE PLAN-APPROVING AUTHORITY AND IDENTIFIED BY THE SUBDIVIDER'S AGREEMENT.

31. THE COST FOR TEMPORARY CHANNELS, SEDIMENT DAMS AND OTHER APPURTENANT EARTH MOVING OPERATIONS SHALL BE INCLUDED IN THE PRICE BID FOR EARTHWORK,
32. UPON COMPLETION OF CONSTRUCTION, ALL SEDIMENT/DETENTION BASINS SHALL HAVE ANY SEDIMENT REMOVED, RE-GRADED AS NECESSARY TO FINAL DESIGN GRADE, AND SEEDED AND MULCHED WITH PERMANENT SEEDING. RISER PIPES SHALL BE REMOVED AND PROPERLY DISPOSED OF.
33. AFTER THE PROJECT IS COMPLETE AND ALL SEDIMENT/DETENTION BASINS HAVE BEEN CLEANED, GRADED, AND PERMANENTLY SEEDED, THE UNION SOIL CONSERVATION DISTRICT WILL ASSUME MAINTENANCE OF THESE BASINS.
34. WASHOUT FROM CONCRETE TRUCKS SHALL BE CONTAINED ON-SITE, AND SHALL BE PERFORMED IN AN AREA WHERE NO WASH WATER WILL ENTER THE DRAINAGE SYSTEM (DRAINAGE INLETS, SWALES, DITCHES, GUTTERS, ETC.).



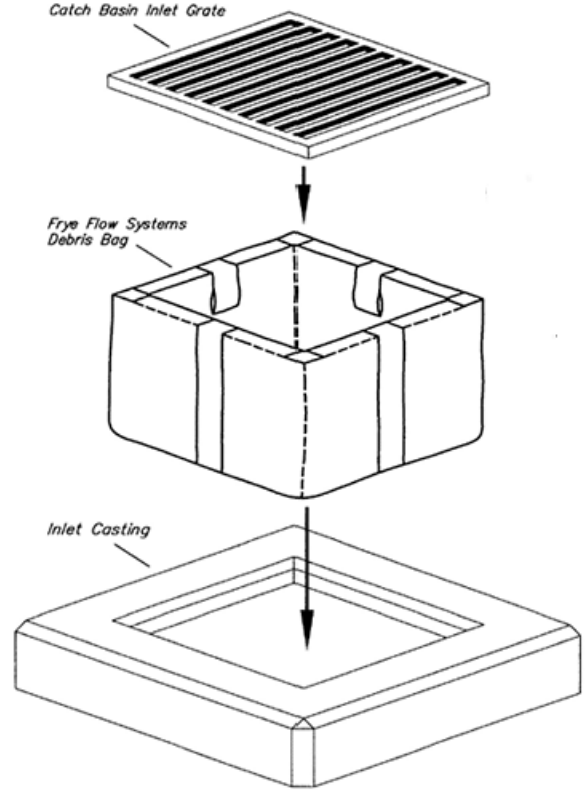
FRYE FLOW SYSTEMS CURB & GUTTER INLET SEDIMENT CONTROL ASSEMBLY

INSTALLATION

1. REMOVE GRATE.
2. INSTALL BAG.
3. *BAG RESTS ON LIP OF CASTING
4. REINSTALL GRATE.
5. INSTALL BONNET GUARD WITH TABS BETWEEN GRATE & BONNET CASTING.

MAINTENANCE

1. REMOVE THE BONNET GUARD.
2. REMOVE GRATE.
3. BAG CAN BE CLEANED SEVERAL WAYS
 - A) PICK UP BAG AND DUMP IT
 - B) SHOVEL DEBRIS OUT OF BAG
 - C) VAC-UNIT
4. SHAKE LOOSE DEBRIS OUT OF BAG OR RISE WITH WATER.
5. REINSTALL BAG.
6. REINSTALL GRATE.
7. REINSTALL BONNET GUARD.



FRYE FLOW SYSTEMS CATCH BASIN INLET SEDIMENT CONTROL ASSEMBLY

INSTALLATION

1. REMOVE GRATE.
2. INSTALL FRYE FLOW SYSTEMS DEBRIS BAG.
3. *BAG RESTS ON LIP OF CASTING
4. REINSTALL GRATE.

MAINTENANCE

1. REMOVE GRATE.
2. BAG CAN BE CLEANED SEVERAL WAYS
 - A) PICK UP BAG AND DUMP IT
 - B) SHOVEL DEBRIS OUT OF BAG
 - C) VAC-UNIT
3. SHAKE LOOSE DEBRIS OUT OF BAG OR RISE WITH WATER.
4. REINSTALL FRYE FLOW SYSTEMS DEBRIS BAG.
5. REINSTALL GRATE.

CATCH BASIN/CURB INLET FILTER DETAIL

MAINTENANCE

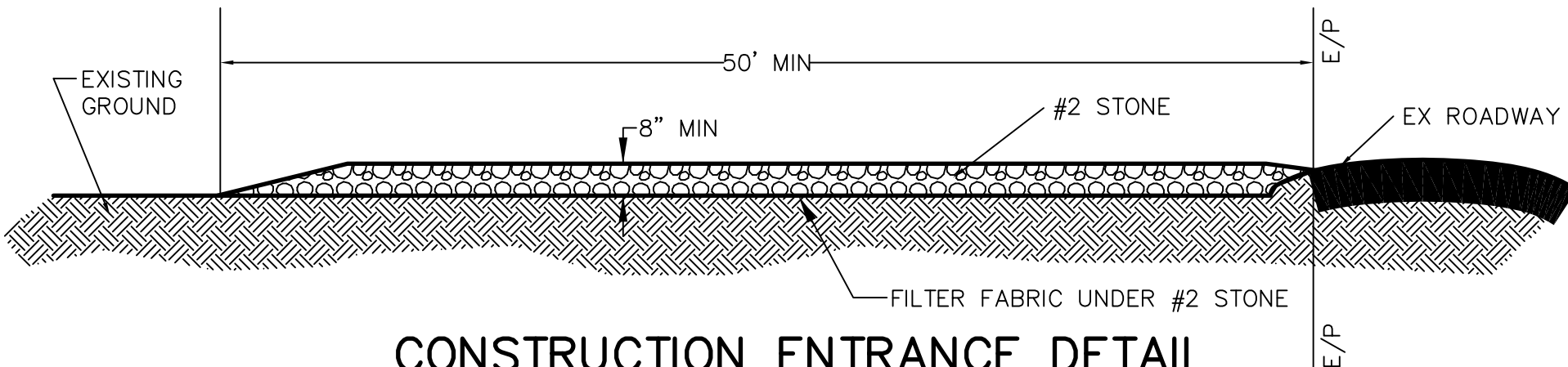
FILTER SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL.

CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED FILTERS.

NECESSARY REPAIRS OR REPLACEMENT OF FILTERS SHALL BE ACCOMPLISHED PROMPTLY.

SEDIMENT DEPOSIT SHOULD BE REMOVED AFTER EACH RAINFALL.

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



CONSTRUCTION ENTRANCE DETAIL

STONE SIZE - #2 (2-1/2" TO 1-1/2") OR ITS EQUIVALENT.

LENGTH - AS EFFECTIVE, BUT NOT LESS THAN 50 FEET.

THICKNESS - NOT LESS THAN EIGHT (8) INCHES.

WIDTH - NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.

WASHING - WHEN NECESSARY, WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT TRAP. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH, OR WATERCOURSE THROUGH USE OF SAND BAGS, GRAVEL, BOARDS OR OTHER APPROVED METHODS.

MAINTENANCE

MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT-OF-WAY MUST BE REMOVED IMMEDIATELY.

SEEDING & MULCHING SPECIFICATIONS

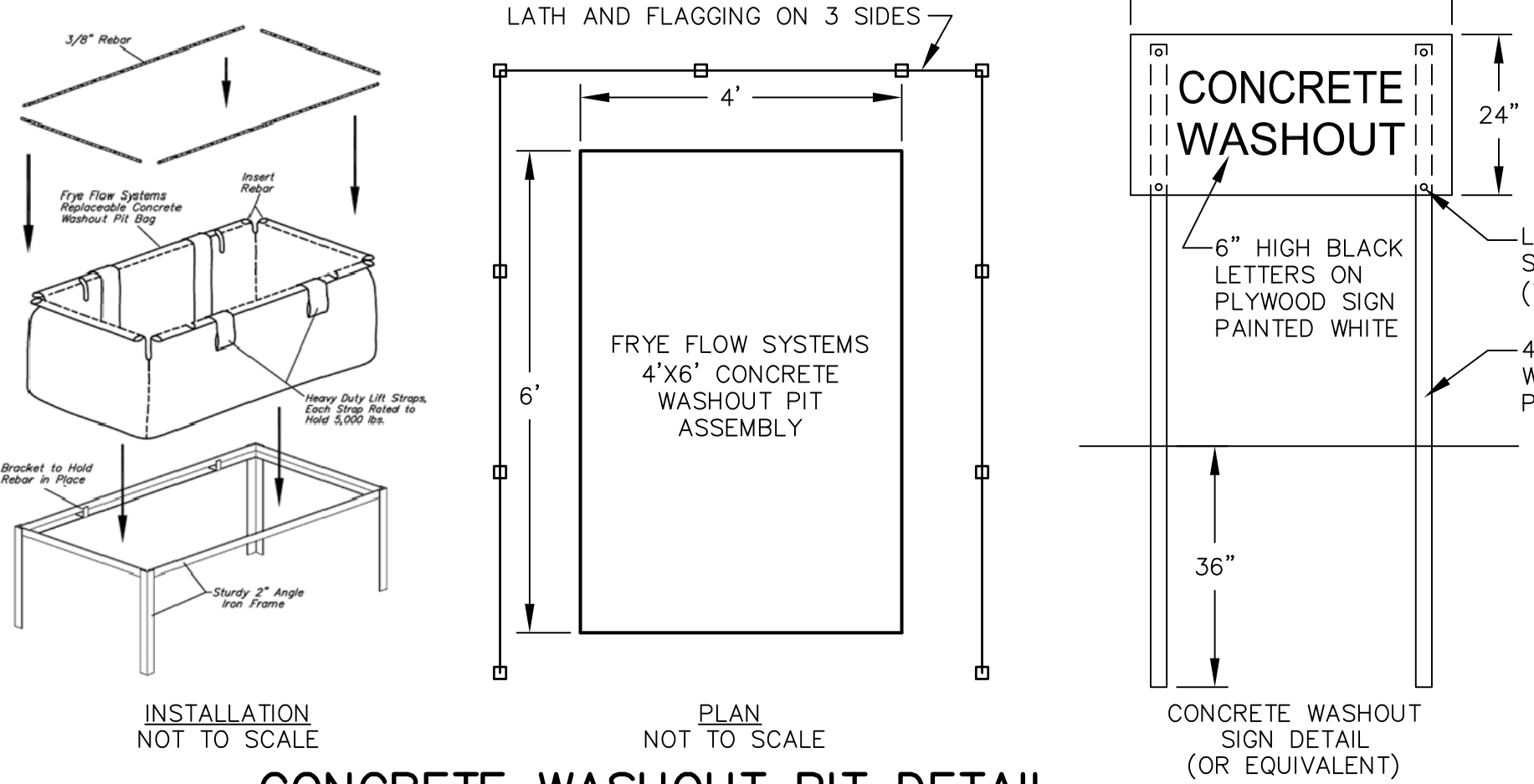
SEED TYPE	SEEDING RATES	PER 1000 SQ. FT.	PER ACRE
PERMANENT SEEDING			
TALL FESCUE & ANNUAL RYEGRASS	MARCH 1 TO SEPTEMBER 15	2 POUNDS & 1/2 POUNDS	80 POUNDS & 20 POUNDS
SMALL GRAIN STRAW		100 POUNDS OR 2 OR 3 BALES	2 TONS OR 50 BALES
FERTILIZER		25 POUNDS OF 12-12-12 OR THE EQUIVALENT	100 POUNDS OF 12-12-12 OR THE EQUIVALENT
TEMPORARY SEEDING			
RYE OR WHEAT	SEPTEMBER 15 TO OCTOBER 30	3 POUNDS	2 BUSHELS
WINTER SOIL PROTECTION			
SMALL GRAIN STRAW MULCH	OCTOBER 30 TO MARCH 1	2 TO 3 BALES	2 TONS

NOTE

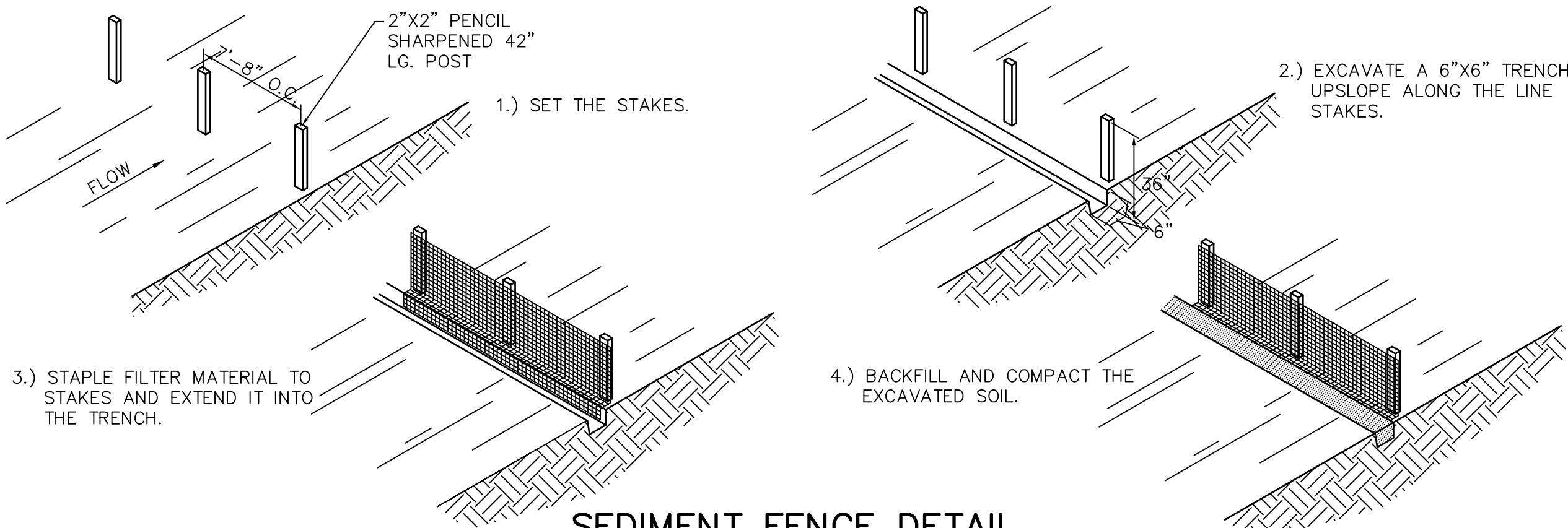
SEE SHEET 7/10 FOR EROSION CONTROL DEVICE LOCATIONS

SEQUENCE OF SEDIMENT & EROSION CONTROL OPERATIONS

1. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, THE RIPARIAN SETBACK SHALL BE STAKED AND CLEARLY IDENTIFIED AS A "NO-DISTURB" AREA..
2. INSTALL THE CONSTRUCTION ENTRANCE.
3. SILT FENCE SHALL BE PLACED IN THE LOCATIONS SHOWN ON THE SWPPP. SILT FENCE SHALL BE INSTALLED IMMEDIATELY DOWNSLOPE OF ANY AREAS TO BE GRUBBED PRIOR TO GRUBBING OPERATIONS..
4. STRIP AND STOCKPILE TOPSOIL AND UNUSABLE MATERIAL. PLACE FILTER BARRIER AROUND STOCKPILE.
5. PERFORM MAJOR CUT/FILL EXCAVATION ON ROADWAY AND OVERLOT AREAS, GRADE SWALES.
6. INSTALL WATERMAIN, THEN SANITARY SEWER. STOCKPILE EXCESS MATERIAL. PLACE FILTER BARRIER AROUND STOCKPILE.
7. CONSTRUCT STORM DRAIN. DURING CONSTRUCTION OF STORM DRAINS THE ENDS OF ALL OPEN PIPES SHALL BE PROTECTED BY FILTER BARRIERS OR OTHER APPROVED MEANS.
8. IMMEDIATELY AFTER THE INSTALLATION OF STORM SEWERS, ANY INLET STRUCTURES ON THE SYSTEM SHALL BE FITTED WITH DEVICES TO PREVENT SILT FROM ENTERING THE SYSTEM. PLACE FILTER BARRIER AROUND STOCKPILE OF EXCESS MATERIAL.
 - A. CONSTRUCT TEMPORARY SWALES TO DRAINAGE STRUCTURES.
 - B. WHEN FILTER BARRIERS ARE REMOVED FROM AROUND PAVEMENT CATCH BASINS TO ALLOW FOR STRIPPING, GRADING, AND PAVING, STORM STRUCTURES SHALL BE PROTECTED FROM ERODING EARTH AND SEDIMENT AT ALL TIMES.
9. EXCAVATE FOR ROADWAYS. IF PLACEMENT OF AGGREGATE BASE LAGS BEHIND THE FINAL SUB-BASE GRADING BY MORE THAN FIVE DAYS, SUB-BASE SHALL BE SCARIFIED PERPENDICULAR TO THE SLOPE TO PREVENT EROSION. STOCKPILE EXCESS MATERIAL. PLACE FILTER BARRIER AROUND STOCKPILE.
10. INSTALL CURB AND GUTTER. BACKFILL CURBS WITH STOCKPILED MATERIAL AS SOON AS POSSIBLE.
11. UPON COMPLETION OF PAVING, FINISH GRADE THE RIGHT-OF-WAY AREA. RIGHT-OF-WAY AREA SHALL BE SEEDED AND MULCHED WITHIN 7 DAYS OF GRADING.
12. PLACE ANY REMAINING STOCKPILED MATERIAL ON OVERLOT AREAS.
13. ALL DISTURBED AREAS SHALL BE PROTECTED FROM EROSION WITHIN 7 DAYS OF FINAL GRADING BY AN APPROVED METHOD CONSISTENT WITH THE GROWING SEASON.
14. CONSTRUCT FOUNDATIONS AND ERECT STRUCTURES AND APPURTENANCES. STOCKPILE OR HAUL OFFSITE ANY EXCESS MATERIAL. PLACE FILTER BARRIER AROUND STOCKPILE.
15. EXECUTE GRADING AND FILLING OPERATIONS AROUND BUILDINGS AND IN YARD AREAS.
16. SEED AND MULCH OR SOD DISTURBED AREAS WITHIN 7 DAYS OF FINAL GRADING.



CONCRETE WASHOUT PIT DETAIL



SEDIMENT FENCE DETAIL

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

THE HEIGHT OF A SILT FENCE SHALL NOT EXCEED 36 INCHES (HIGHER FENCES MAY IMPOUND VOLUMES OF WATER SUFFICIENT TO CAUSE FAILURE TO THE STRUCTURE).

THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS. WHEN JOINTS ARE NECESSARY FILTER CLOTH SHALL BE SPLICED TOGETHER ONLY AT A SUPPORT POST WITH A MINIMUM 6-INCH OVERLAPS AND SECURELY SEALED.

WHEN STANDARD STRENGTH FILTER FABRIC IS USED A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH LONG, TIE WIRES OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES AND SHALL NOT EXTEND MORE THAN 36 INCHES ABOVE THE ORIGINAL GROUND SURFACE.

POSTS SHALL BE SPACED A MAXIMUM OF 10 FEET APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND (MINIMUM OF 12 INCHES). WHEN EXTRA STRENGTH FABRIC IS USED WITHOUT THE WIRE SUPPORT, FENCE POST SPACING SHALL NOT EXCEED 6 FEET.

A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4 INCHES WIDE AND 4 INCHES DEEP ALONG THE LINE OF POSTS AND UPSLOPE FROM THE BARRIER.

THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE AND 8 INCHES OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES ABOVE THE ORIGINAL GROUND SURFACE. FILTER FABRIC SHALL NOT BE STAPLED TO EXISTING TREES.

WHEN EXTRA STRENGTH FILTER FABRIC AND CLOSER POST SPACING ARE USED THE WIRE MESH SUPPORT FENCE MAY BE ELIMINATED IN SUCH A CASE THE FILTER FABRIC IS STAPLED OR WIRED DIRECTLY TO THE POSTS.

THE TRENCH SHALL BE BACKFILLED AND SOIL COMPACTED OVER THE FILTER FABRIC.

SILT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE BUT NOT BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY STABILIZED.

MAINTENANCE

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

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

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

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

REVISIONS

DESCRIPTION

NO. DATE BY



SCALE: HORIZ - N/A
VERT. - N/A
DATE: MAY 2012
PROJECT NO.
DRAWN BY: W.D.
CHECKED: W.J.P.

NEW CALIFORNIA HILLS XI-XII
PRELIMINARY PLAT
SOIL EROSION NOTES & DETAILS



Staff Report – Waterford Estates Preliminary Plat

Applicant:	<p>Rick Clemens Clemens Development Company 6730 Little Sugarcreek Road Dayton, OH 45440 rick@clemenscompanies.com</p> <p>John Brumbaugh Brumbaugh Engineering & Surveying, LLC 1105 S. Miami Street West Milton, OH 45383 john@BES-Engineer.com</p>
Request:	Approval of the Waterford Estates Preliminary Plat.
Location:	8376 Mitchell-Dewitt Road (east of the Woods at Labrador) in Jerome Township, Union County

Staff Analysis:	<p>The proposed subdivision contains 10.761 Acres and 10 lots for Single-Family Residential Development with 23% devoted to open space. The proposed method of supplying water service is through the City of Marysville Public Water System, and the proposed method of sanitary waste disposal is the City of Marysville Treatment.</p> <ul style="list-style-type: none">• Union County Engineer's Office<ul style="list-style-type: none">○ Per the attached letter dated June 5, 2014, the Union County Engineer's Office recommends that the Waterford Estates Preliminary Plat be approved with modifications that shall be incorporated into Construction Drawings and the Final Plat. A number of technical issues must be addressed and are listed in the attached letter. In addition, a Stormwater Management Plan and Ditch Petition shall also be submitted and approved.• Union County Soil & Water Conservation District<ul style="list-style-type: none">○ No comments as of June 5, 2014.• Union County Health Department<ul style="list-style-type: none">○ Per an email received on June 2, the Union County Health Department has the following comments: <i>"All efforts should be made to provide a point of connection (via easements and/or service lines) to both water and sewer to any adjacent home, business or any other</i>
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Staff Report – Waterford Estates Preliminary Plat

facility that is being serviced by a private water system (PWS) and/or sewage treatment system (STS)." In addition, "Any home or business that is currently being serviced by a private STS and ends up being situated within 200 feet of a sanitary sewer easement should be brought to the attention of the Union County Health Department." Further, "If at any time during the development of the subdivision a PWS (well, cistern, etc.) or STS is found, our office shall be immediately contacted for an inspection. Proper permitting must be obtained for sealing and/or abandonment of PWS or STS."

- **City of Marysville**

- In an email dated June 5, 2014, the City of Marysville provided 5 technical comments as attached that should be addressed and incorporated.

- **Jerome Township**

- Per email dated June 4, 2014, Jerome Township has no issues or comments at this time. Further, the Plat seems to accurately reflect the agreements made during the zoning hearings.

- **ODOT District 6**

- As of June 5, 2014, no comments from ODOT District 6.

- **Union Rural Electric/URE**

- Per the email dated June 2, URE recommends that the developer work with them/URE on defining the locations and depths for each utility and ensure that the easement is clearly labeled and defined in the Final Plat. URE also points out that given that the lots are wooded at the rear and electric distribution would be more expensive and difficult for URE to install, that a 10 foot easement for front-lot distribution of electric be used with phone/cable sharing the trench.

- **LUC Regional Planning Commission**

- A letter from Jerome Township confirming that the development conforms to Township Zoning shall be submitted with the Final Plat.
- All performance bond/letters of credit shall be submitted to Union County and approved prior to Final Plat Submittal.



Staff Report – Waterford Estates Preliminary Plat

Staff Recommendations:	LUC Staff recommends <i>approval</i> of the Waterford Estates Preliminary Plat with the condition that all comments from reviewing agencies 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 <i>prior</i> to submittal.
Z&S Committee Recommendations:	



Logan-Union-Champaign regional planning commission

Director: Jenny R. Snapp

Preliminary Plat Review Checklist

#	Required Item Description	HAVE	NEED
1	Drawn at a scale not less than 1:100 and shall be on one or more sheets 24" X 36"	X	
2	Proposed name of the subdivision, which shall not duplicate or closely approximate the name of any other subdivision in the county.	X	
3	Location by section, range, and township or Virginia Military Survey (VMS).	X	
4	Names, addresses and telephone numbers of the owner, subdivider, and professional surveyor or professional engineer who prepared the plat; and the name, address and telephone number of the professional surveyor who performed the boundary survey.	X	
5	Date of survey.	X	
6	Scale of the plat, north point, and date.	X	
7	Boundaries of the subdivision and its acreage.	X	
8	Names of adjacent subdivisions, owners of record of adjoining parcels of unsubdivided land, and the location of their boundary lines.	X	
9	Locations, widths, and names of existing streets, railroad rights-of-way, easements, parks, permanent buildings, and corporation and township lines; location of wooded areas and other significant natural features; soil types and soil type limits; limits of Flood Hazard zones.	X	
10	Zoning classification of the tract and adjoining properties.	X	
11	Existing contours (USGS datum) at an interval of not greater than two feet if the slope of the ground is fifteen percent or less; and not greater than five feet where the slope is more than fifteen percent.	X	
12	Existing sewers, water and gas mains, culverts and other underground structures, and electric and telephone poles and lines and other above ground structures within and adjacent to the tract.	X	
13	Layout, names and widths of proposed streets and easements.	X	
14	Building setback lines with dimensions.	X	
15	Layout and dimensions of all proposed water and sewer lines, showing their connections with the existing systems, and all proposed easements for utility, water and sewer lines.	X	
16	Layout, numbers and approximate dimensions of each lot. When lots are located on a curve or when side lot lines are not at ninety degree angles, the width at the building line shall be shown, if it is less than the frontage width. Location of access from lots to the proposed streets shall be shown.	X	
17	Parcels of land to be reserved for public use or to be reserved by covenant for residents of the subdivision.	X	

Revision Date: 8/26/09

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

• Phone: 937-666-3431 • Fax: 937-666-6203
• Email: luc-rpc@lucplanning.com • Web: www.lucplanning.com



Logan-Union-Champaign regional planning commission

Director: Jenny R. Snapp

18	The limits of all Flood Hazard Areas (zone A, AE, B, and X) as determined by the Federal Emergency Management Agency (show the FEMA map number and date). The Base Flood Elevation shall be determined and shown. Minimum first floor elevations shall be shown for all lots located within Flood Hazard Areas.	X	
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<u>Supplementary Information</u>			
19	Statement of proposed use of lots, giving the type and number of dwelling units; and type of business or industry if use is not residential.	X	
20	Description of proposed covenants and restrictions.	X	
21	Description of proposed zoning changes.	X	
22	Typical sections and tentative profiles of streets and other related improvements as required in Article 5. Calculations as required to justify horizontal and vertical curves, pipe sizes, etc. The County Engineer shall have approved the layout and design of the lots, streets and other improvements prior to the Preliminary Plat approval.	X	
23	A preliminary drainage plan which shall identify adequate drainage outlets and shall contain adequate measures for control of erosion and siltation and for surface water management in accordance with Article 5 and the Technical Design Standards. The County Soil and Water Conservation District shall have approved the preliminary drainage plan prior to Preliminary Plat approval.	X	
24	If the subdivider proposes individual household sewage systems, the County Board of Health or the OEPA shall have approved the use of individual household sewage systems prior to the Preliminary Plat approval.	N/A	
25	If the subdivider proposes individual household wells, the subdivider shall supply evidence acceptable to the County Board of Health of the availability of satisfactory water. The County Board of Health or the OEPA shall have approved the use of individual household wells prior to the Preliminary Plat approval.	N/A	
26	Letters from utility companies, as required, indicates approval of easement locations and widths prior to the Preliminary Plat approval.	X	
27	A vicinity map at scale of generally not more than six thousand feet to an inch shall be shown on, or shall accompany, the Preliminary Plat. This map shall show all existing subdivisions, roads, and tract lines, together with the names of the owners of land immediately adjoining the proposed subdivision and between it and the nearest existing thoroughfares. It shall also show the most advantageous connections between the roads in the proposed subdivision and those of the neighboring areas.	X	
28	Preliminary Plat Fees: Payment/Check made out to LUC Regional Planning Commission, based on the current fee schedule.	X	

Revision Date: 8/26/09

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Logan-Union-Champaign regional planning commission

Director: Jenny R. Snapp

Application for Preliminary Plat Approval

Date: 5-2-14

Name of Subdivision: Waterford Estates
Location: 8376 Mitchell-Dewitt Road
Township: Jerome Military Survey: Virginia - 7181
Complete Parcel(s) Identification Number (PIN): 1700260190000

Have **ALL** Sketch Plan review letters been obtained? Yes (Engineer, SWCD, Board of Health)

Name of Applicant: Clemens Development Company - Rick Clemens
Address: 6730 Little Sugarcreek Road
City: Dayton State: OH Zip: 45440
Phone: 937-545-3232 Fax: 937-848-4532 Email: _____

Name of Owner of property to be subdivided: Clemens Development Company - Rick Clemens
Address: 6730 Little Sugarcreek Road
City: Dayton State: OH Zip: 45440
Phone: 937-545-3232 Fax: 937-848-4532 Email: _____

Name of Applicant's Surveyor or Engineer: Brumbaugh Engineering & Surveying, LLC
Address: 1105 S. Miami Street
City: West Milton State: OH Zip: 45383
Phone: 937-698-3000 Fax: 937-698-3928 Email: John@BES-Engineer.com

Proposed Acreage to be Subdivided: 10.7

Current Zoning Classification: Rural (U-1)

Proposed Zoning Changes: PUD

Proposed Land Use: 10 Lot Single Family Residence

Development Characteristics

Number of proposed lots:	<u>10</u>	Typical lot width (feet):	<u>100</u>
Number of proposed units:	<u>N/A</u>	Typical lot area (sq. ft.):	<u>0.6 Acres</u>
Single Family Units:	<u>10</u>	Multi-Family Units:	<u>N/A</u>

Acreage to be devoted to recreation, parks or open space: 23%

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Diagram of a 2' x 2' square catch basin. The top layer is 4:1 NATIVE MATERIAL. Below this is a layer of 8" MIN. OF 8" STONE ON ALL SIDES. The bottom layer is 8" PERFORATED PIPE UNDERDRAIN. The diagram shows a cross-section of the basin with a circular pipe at the bottom center.

2 WORKING DAYS
BEFORE YOU DIG
CALL TOLL FREE 800-362-2764

HORIZONTAL SCALE 1"=50'

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

BRUMBAUGH ENGINEERING & SURVEY, LLC.
ADDRESS: 1105 SOUTH MIAMI ST.
WEST MILTON, OHIO 45383
PHONE NO: (937) 698-3000
PHILIP C. BRUMBAUGH
OHIO REGISTERED SURVEY # 5057
OHIO REGISTERED ENGINEER # 29308
(BOUNDARY SURVEY AND TOPOGRAPHICAL SURVEY
COMPLETED MARCH 2013)

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

MAXIMUM LOT COVERAGE IS 40%

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

10 LOTS FOR SINGLE FAMILY RESIDENTIAL
MINIMUM DEPTH 180 FEET
MINIMUM WIDTH 75 FEET (AT SETBACK)
BUILDING INTENSITY = 10/6.8 ACRES = ±0.68 ACRES/LOT
EXISTING ZONING: RURAL U-1
PROPOSED ZONING: PUD

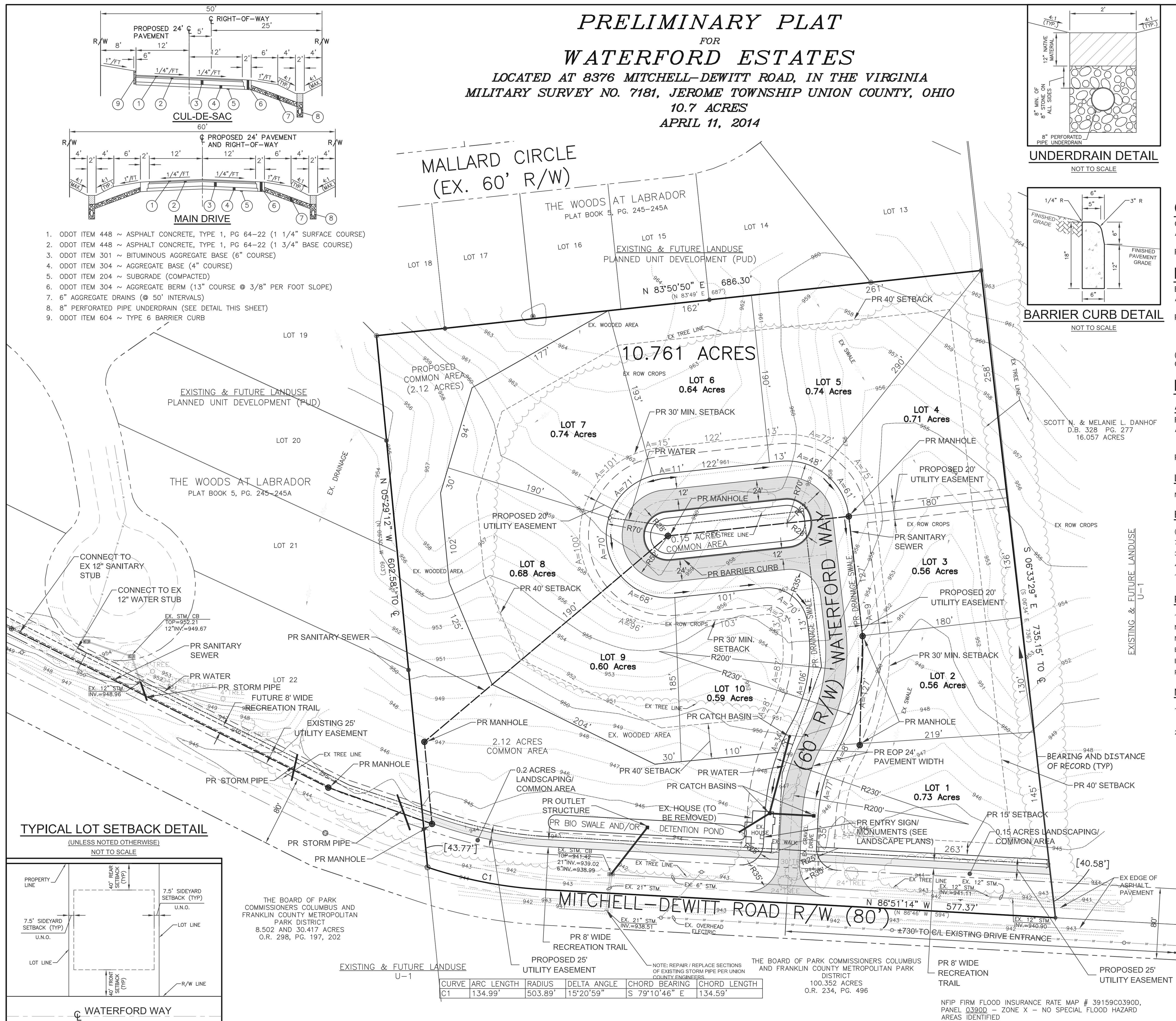
1. ENGINEERING FEASIBILITY ARE SHOWN HEREON FOR WATER, SANITARY, STORM, AND STREET DRAINAGE WITH SUPPLEMENTAL LETTERS ATTACHED.
2. ALL DRIVEWAYS SHALL BE A MINIMUM OF 2' FROM PROPERTY LINES.

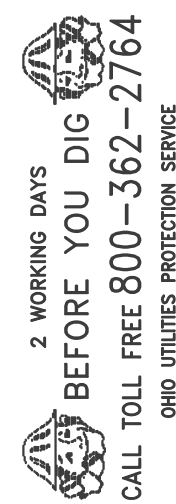
BoA-BLOUNT SILT LOAM, 0%-2% SLOPES
BoB-BLOUNT SILT LOAM, 2%-6% SLOPES
MrB-MORLEY SILT LOAM, 2%-6% SLOPES
Pm-PEWANO SILTY CLAY LOAM

TOTAL AREA STREETS AND RW	1.79 ACRES
TOTAL AREA PUD LOTS	6.55 ACRES
TOTAL COMMON AREA	2.42 ACRES
TOTAL AREA	<u>10.76 ACRES</u>

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

SHEET 1
OF 3





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



**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

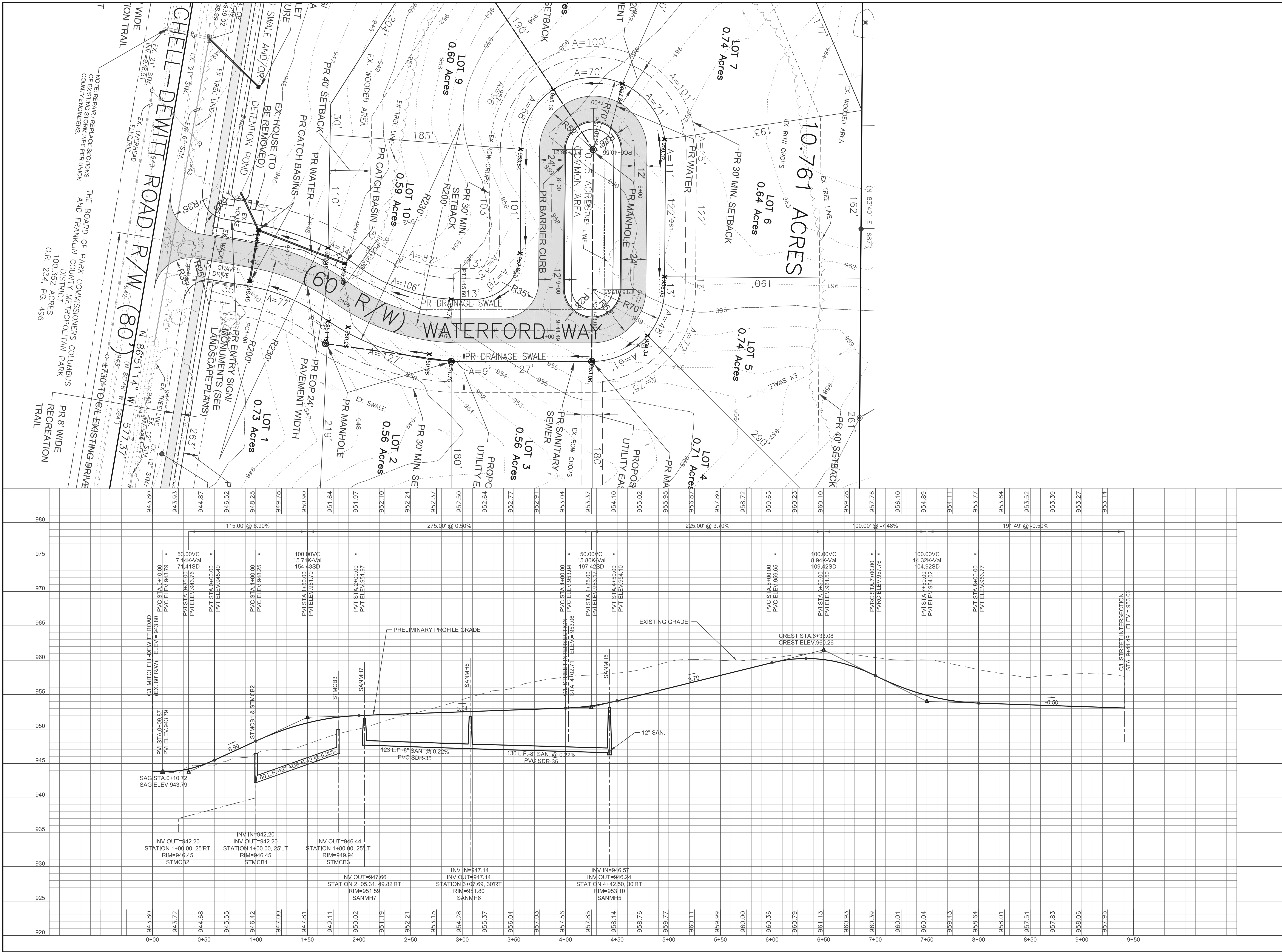
REGISTERED ENGINEER OF OHIO
NO. 29308
PHILIP C. BRUMBAUGH

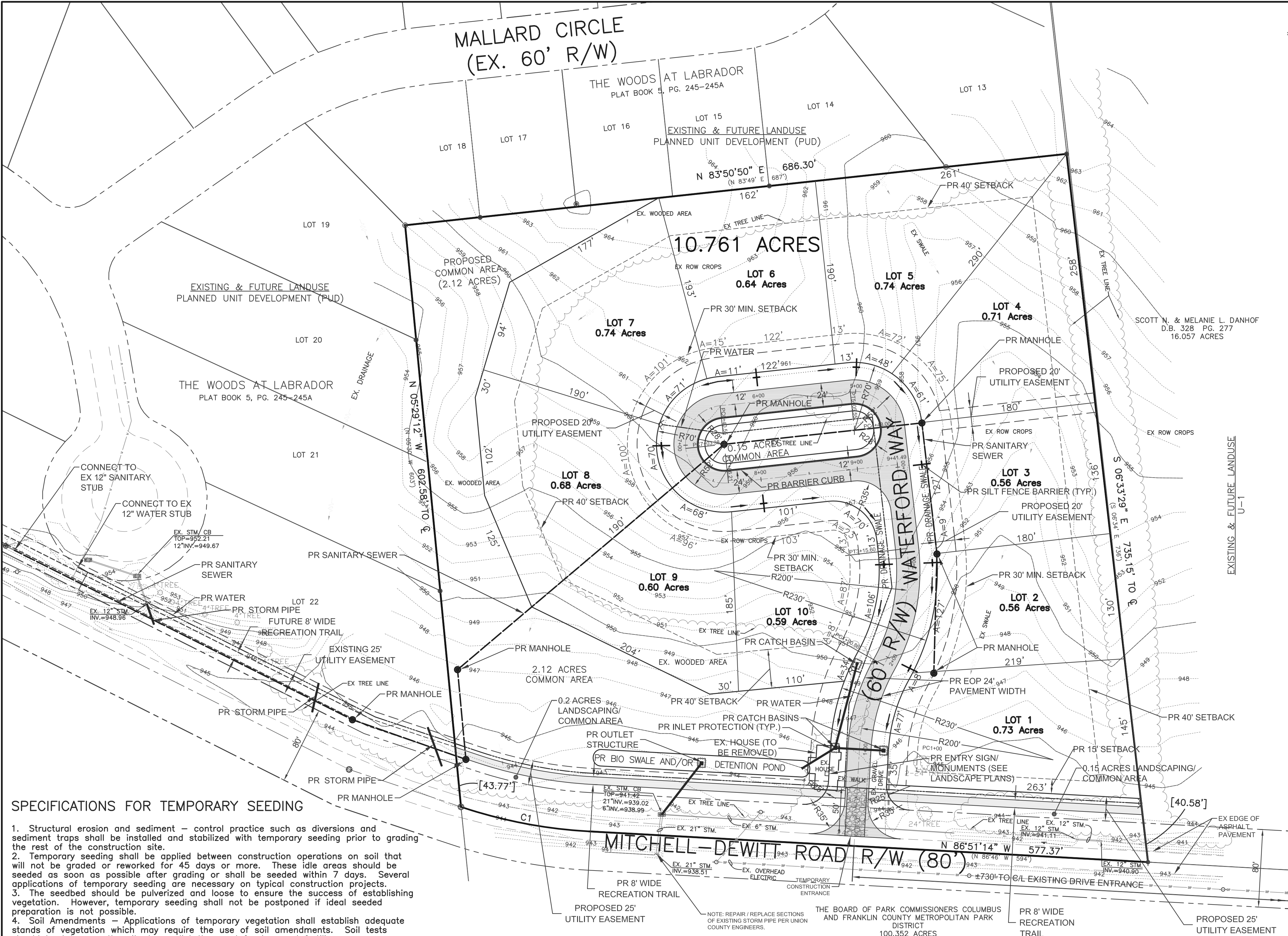
PROJECT NO.: 100.13
DATE: 4/11/2014
DRAWN BY: BAC
DESIGNED BY: JJB
CHECKED BY: PCB

REVISED
1.
2.
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7.

PLAN AND PROFILE SHEET
STA. 0+00.00 TO STA. 9+41.49
FOR
WATERFORD ESTATES

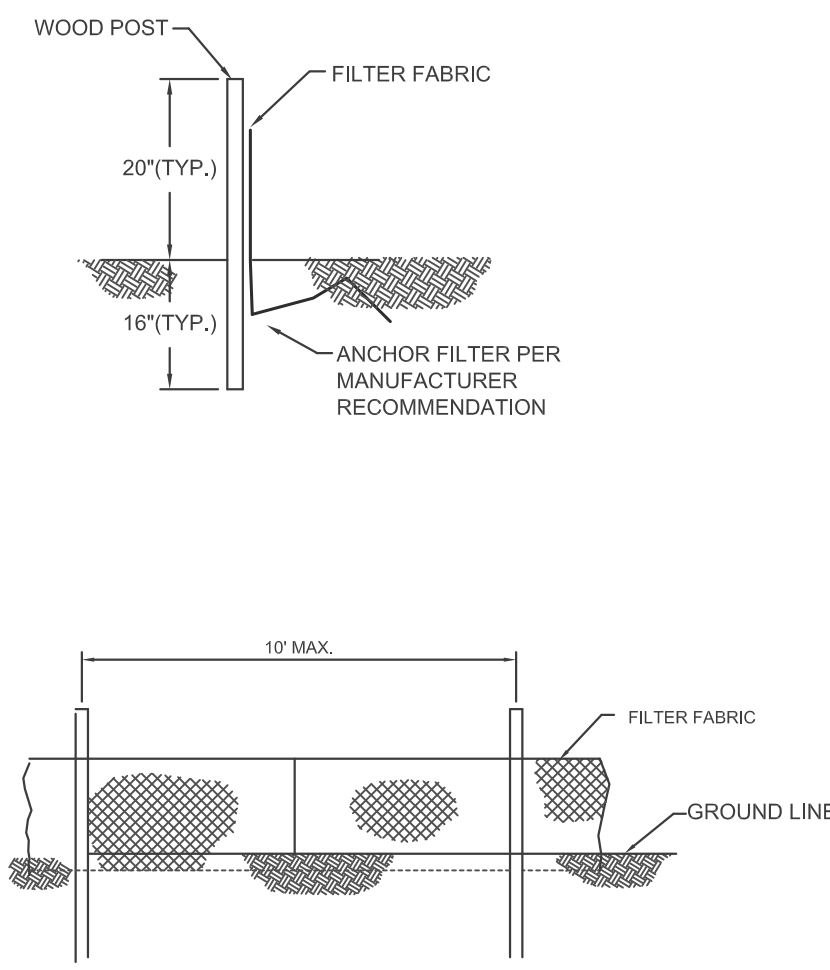
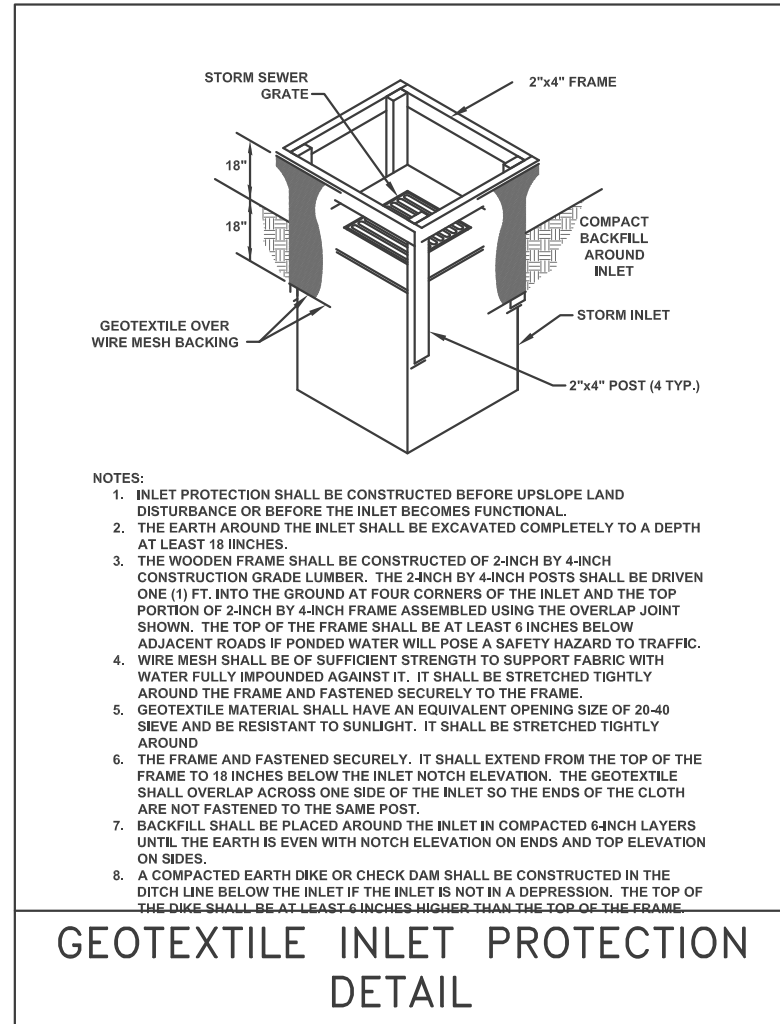
LOCATED AT 8376 MITCHELL-DEWITT ROAD
IN THE VIRGINIA MILITARY SURVEY NO. 7181
JEROME TOWNSHIP, UNION COUNTY, STATE OF OHIO





LEGEND:

- PROPOSED GEOTEXTILE INLET PROTECTION (SEE DETAIL)
- PROPOSED SILT FABRIC FENCING (SEE DETAIL)
- PROPOSED ROCK CHECK DAM (TO BE INSTALLED PERPENDICULAR TO FLOW OF DITCH)
- EXISTING INDEX CONTOURS
- EXISTING CONTOURS
- PROPOSED DRAINAGE ARROW



- SEDIMENT AND EROSION CONTROL FOR COMPLIANCE WITH OEPA'S INDIVIDUAL LOT PERMIT FOR CONSTRUCTION**
- PRESERVING EXISTING VEGETATION**
- ALL EXISTING TREES, SHRUBS, AND OTHER VEGETATION BEYOND THE 40' REAR SETBACK ARE TO BE PRESERVED.
 - TO PREVENT ROOT DAMAGE, DO NOT GRADE, PLACE SOIL PILES, OR PARK VEHICLES NEAR TREES MARKED FOR PRESERVATION.
- SILT FENCE & STRAW BALES**
- PUT UP BEFORE ANY OTHER WORK IS DONE.
 - INSTALL ON DOWNSLOPE SIDES OF SITE WITH ENDS EXTENDED UP SLOPES A SHORT DISTANCE.
 - PLACE PARALLEL TO THE CONTOUR OF THE LAND TO ALLOW WATER TO POND BEHIND FENCE.
 - ENTRENCH 6 INCHES DEEP.
 - STRAW BALES SHALL BE USED ONLY IN MAJOR DITCH LINES WITH THE APPROVAL OF THE CITY ENGINEER. ALL OTHER LOCATIONS REQUIRE SILT FENCE.
 - STAKE (2 STAKES PER BALE OR 1 STAKE EVERY 3 FEET FOR SILT FENCE).
 - LEAVE NO GAPS BETWEEN BALES OR SECTIONS OF SILT FENCE.
 - INSPECT AND REPAIR ONCE A WEEK AND AFTER EVERY 1/2 INCH RAIN. REMOVE SEDIMENT IF DEPOSITS REACH HALF THE FENCE OR STRAW BALE HEIGHT.
 - MAINTAIN UNTIL A LAWN IS ESTABLISHED.
- SOIL PILES**
- LOCATED AWAY FROM ANY DOWNSLOPE STREET, DRIVEWAY, STREAM, LAKE, WETLAND, DITCH OR DRAINAGEWAY.
 - TEMPORARY SEED SUCH AS ANNUAL RYE IS RECOMMENDED FOR TOPSOIL PILES.
 - SURROUND WITH STRAW BALES OR SILT FENCE.
- GRAVEL DRIVE**
- INSTALL A SINGLE ACCESS DRIVE USING 2" AGGREGATE PER STANDARD DRAWING 600-11.
 - USE TO PREVENT TRACKING DIRT ONTO THE ROAD BY ALL VEHICLES.
 - MAINTAIN THROUGHOUT CONSTRUCTION UNTIL DRIVEWAY IS PAVED.
 - PARK ALL CONSTRUCTION VEHICLES ON THE STREET AND OFF OF THE SITE.
- SEDIMENT CLEANUP**
- BY THE END OF EACH WORK DAY, SWEEP OR SCRAPE UP SOIL TRACKED ONTO THE ROAD AND IN THE GUTTERS.
 - AT THE END OF THE NEXT WORK DAY AFTER A STORM, CLEAN UP SOIL WASHED OFF-SITE, AND CHECK STRAW BALES AND SILT FENCE FOR DAMAGE OR SEDIMENT BUILDUP.
- DOWNSPOUT EXTENDERS**
- NOT REQUIRED, BUT HIGHLY RECOMMENDED.
 - INSTALL AS SOON AS GUTTERS AND DOWNSPOUTS ARE COMPLETED.
 - ROUTE WATER TO A GRASSED AREA.
 - MAINTAIN UNTIL A LAWN IS ESTABLISHED.
- REVEGETATION**
- DISTURBED SOILS SHALL BE STABILIZED AS QUICK AS PRACTICAL WITH TEMPORARY VEGETATION AND / OR MULCHING TO PROTECT EXPOSED CRITICAL AREAS DURING DEVELOPMENT.
 - TEMPORARY MULCH IS TO BE APPLIED AT THE RATE OF 2-3 BALES OF STRAW PER 1000 SQ. FT.
- SEEDING AND MULCHING**
- SPREAD 4 TO 6 INCHES OF TOPSOIL.
 - FERTILIZE ACCORDING TO SOIL TEST (OR APPLY 10 LB. / 1000 SQ. FT. OF 20-10-10 OR 10-10-10 FERTILIZER).
 - SEED WITH AN APPROPRIATE MIX FOR THE SITE.
 - RAKE LIGHTLY TO COVER SEED WITH 1/4" OF SOIL. ROLL LIGHTLY.
 - MULCH WITH STRAW (2-3 BALES PER 1000 SQ. FT.) FROM MARCH 15 TO AUGUST 31.
 - ANCHOR MULCH BY PUNCHING 2 INCHES INTO THE SOIL WITH A DULL WEIGHTED DISK OR BY USING NETTING OR OTHER MEASURES ON STEEP SLOPES AND WINDY AREAS.
 - WATERING REQUIREMENTS SHALL BE IN ACCORDANCE WITH SUPPLIERS' RECOMMENDATIONS AND/OR UNTIL LAWN IS WELL ESTABLISHED.
- SODDING**
- SPREAD 4 TO 6 INCHES OF TOPSOIL.
 - FERTILIZE ACCORDING TO SOIL TEST (OR APPLY 10 LB. / 1000 SQ. FT. OF 20-10-10 OR 10-10-10 FERTILIZER).
 - INSTALL SOD IN ACCORDANCE WITH SUPPLIERS' RECOMMENDATIONS.
 - WATERING REQUIREMENTS SHALL BE IN ACCORDANCE WITH SUPPLIERS' RECOMMENDATIONS AND/OR UNTIL LAWN IS WELL ESTABLISHED.
- IF CONSTRUCTION IS COMPLETED AFTER AUGUST 31, SEEDING OR SODDING MAY BE DELAYED. APPLY MULCH AND TEMPORARY SEED (SUCH AS RYE OR WINTER WHEAT) FROM SEPTEMBER 1 TO MARCH 15. STRAW BALES OR SILT FENCES MUST BE MAINTAINED UNTIL FINAL SEEDING IS COMPLETED IN SPRING, MARCH 15 TO MAY 31.



2 WORKING DAYS BEFORE YOU DIG
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OHIO UTILITIES PROTECTION SERVICE

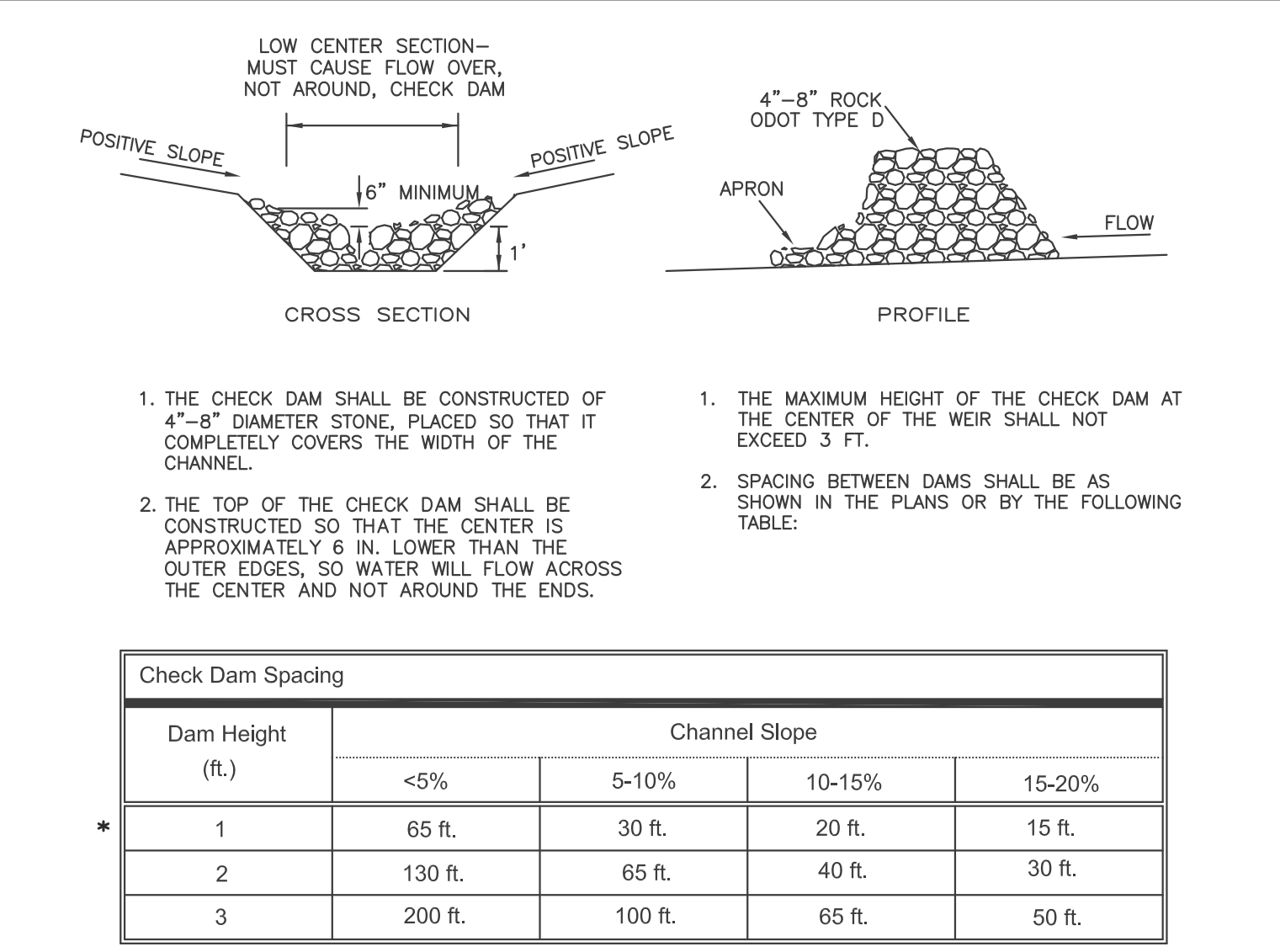
HORIZONTAL SCALE 1"=60'

BRUMBAUGH ENGINEERING & SURVEYING, LLC
1105 SOUTH MIAMI STREET
WEST MILTON, OHIO 45383
PHONE: (937) 698-3000
FAX: (937) 698-3928
EMAIL: John@br-engineer.com

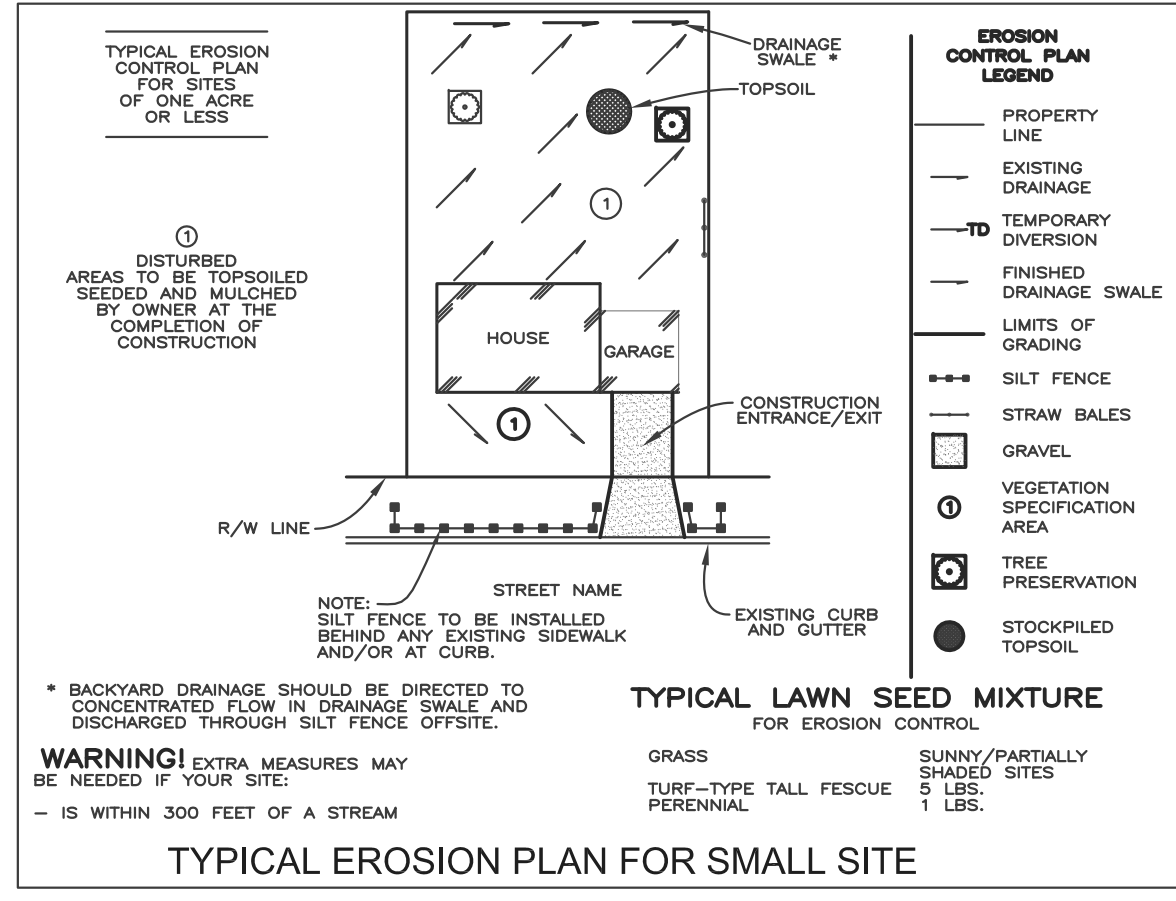
SPECIFICATIONS FOR TEMPORARY SEEDING

- Structural erosion and sediment - control practice such as diversions and sediment traps shall be installed and stabilized with temporary seeding prior to grading the rest of the construction site.
- Temporary seeding shall be applied between construction operations on soil that will not be graded or reworked for 45 days or more. These idle areas should be seeded as soon as possible after grading or shall be seeded within 7 days. Several applications of temporary seeding are necessary on typical construction projects.
- The seedbed should be pulverized and loose to ensure the success of establishing vegetation. However, temporary seeding shall not be postponed if ideal seeded preparation is not possible.
- Soil Amendments - Applications of temporary vegetation shall establish adequate stands of vegetation which may require the use of soil amendments. Soil tests should be taken on the site to predict the need for lime and fertilizer.
- Any existing drain tile damaged or removed as a result of the Contractor's operations shall be replaced or connected to the storm sewer as directed by the Engineer. No payment will be made for tile replacement. This is to be approved by the Engineer.
- The type of seed and the seeding rates shall be as follows:

Permanent Seeding				Temporary Seeding Species Selection				
Seed Mix	Seeding Rates lbs./ac. lbs./1,000 ft ²		Notes:	Seeding Dates	Species	Per 1,000 ft ²	Per Acre	
General Use				March 1 to August 15	Oats	3 lb.	4 bu	
Creeping Red Fescue	20-40	1-1			Tall Fescue	1 lb.	40 lb.	
Domestic Ryegrass	10-20	1-1			Annual Ryegrass	1 lb.	40 lb.	
Kentucky Bluegrass	10-20	1-1			Perennial Ryegrass	1 lb.	40 lb.	
Tall Fescue	40	1		August 16 to November 1	Tall Fescue	1 lb.	40 lb.	
Dwarf Fescue	40	1			Annual Ryegrass	1 lb.	40 lb.	
Steep Banks or Cut Slopes					November 1 to spring seeding	Rye	3 lb.	2 bu
Tall Fescue	40	1				Tall Fescue	1 lb.	40 lb.
Crown Vetch	10	1	Do not seed later than August.	Annual Ryegrass		1 lb.	40 lb.	
Tall Fescue	20	1		Wheat		3 lb.	2 bu	
Flat Pea	20	1	Do not seed later than August.	November 1 to spring seeding	Tall Fescue	1 lb.	40 lb.	
Tall Fescue	20	1			Perennial Ryegrass	1 lb.	40 lb.	
Road Ditches and Swales					Annual Ryegrass	1 lb.	40 lb.	
Tall Fescue	40	1			Use mulch only, sodding practices or Dormant Seeding.			
Dwarf Fescue	90	2 1/2		Note: Other approved seed species may be substituted.				
Kentucky Bluegrass	5			NOTE: CONTRACTOR TO TAKE CARE TO SAVE TREES WHERE EVER POSSIBLE.				
Lawns								
Kentucky Bluegrass	60	1 1/2						
Perennial Ryegrass	60	1 1/2						
Kentucky Bluegrass	60	1 1/2	For shaded areas.					
Creeping Red Fescue	60	1 1/2						
Note: Other approved seed species may be substituted.								



TEMPORARY ROCK CHECK DAM DETAIL



EROSION AND GRADING PLAN SITE DATA

- PROJECT DESCRIPTION: APPROXIMATELY 10.76 TOTAL ACRES FOR RESIDENTIAL DEVELOPMENT. CONSTRUCTION TO INCLUDE EARTHWORK, STORM DRAINAGE, UTILITIES AND PAVING.
- TOTAL SITE AREA: 5.15 ACRES AREA WITHIN LIMITS OF CONSTRUCTION.
- RUNOFF COEFFICIENTS: RECONSTRUCTION CN = 85 POST-CONSTRUCTION CN = 84.
- EXISTING SOIL TYPES: TYPE D - BLOUNT SILT LOAM TYPE OD - PENWAD SILTY CLAY LOAM
- SCHEDULE: CONSTRUCTION TO COMMENCE SUMMER OF THIS YEAR AND TO BE COMPLETE FALL OF NEXT YEAR WITH THE IMPLEMENTATION OF EROSION CONTROL MEASURES TO BE THE FIRST PHASE OF ACTIVITY.
- RECEIVING WATERS: DISCHARGE THROUGH AN EXISTING 18" STORM SEWER PIPE TO AN EXISTING DITCH ON THE SOUTH SIDE OF MITCHELL-DEWITT ROAD WHICH ULTIMATELY DRAINS INTO A POND IN GLACIER RIDGE METRO PARK.

SEDIMENT & EROSION CONTROL PLAN
FOR
WATERFORD ESTATES
LOCATED AT 8376 MITCHELL-DEWITT ROAD, IN THE VIRGINIA MILITARY SURVEY NO. 7181, JEROME TOWNSHIP, UNION COUNTY, OHIO

Waterford Estates Development Text

PUD Application 14-116

As approved by The Jerome Township Trustees

April 21, 2014

- 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 approximately .56 acres. Minimum lot width shall be +/-80' at the proposed building setback, and minimum lot depth shall be 180 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 +/- 2.0 acres, which shall also include a bio swale 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 2.45 acres, or 23% 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 most likely stay 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)

Landscape lighting shall be provided at the street trees within the subdivision. (See Exhibit E-1)

- 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 290' 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-1, 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-1 and G-2.

- o. Projected schedule of site development.**

It is anticipated that all approvals needed will be obtained by summer of 2014, at which time construction will begin on the site. Following the start of construction in 2014 (or as final approvals are secured) improvements including public roadways and utilities will commence in fall of 2014 or spring of 2015 (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	30'
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	May not be located in the front yard, or in front of the actual front building line, whichever is greater. 7 ½' min. side yard setback and 40' rear yard setback. If provisions listed under section q.xii, accessory structure standards and limitations, are fulfilled, accessory uses may be a minimum of 10' from the rear property line.

- 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. No home shall exceed 35' in height if the design does not include a walkout.
- 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 (2 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 yard light fixtures 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, exhibit E-1. Each street tree shall have one low voltage LED light. The sign column 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 two 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 and/or stone clad (including stucco 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 +/- .56 acres in size. Minimum lot width at the 30' front building setback shall be +/- 80'. Rear yard setbacks shall be 40' for main structures and 40' for accessory uses and/or structures. If provisions listed under section q.xii, accessory uses and/or structure standards and limitations, are fulfilled, accessory uses may be permitted to within 10' of the rear setback line. Side yard setbacks shall be 7 ½' minimum for main structures and accessory uses and/or structures.

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

Accessory uses and/or structures (including pools and associated deck areas) shall not account for more than 20% additional lot coverage. In the case of accessory uses and/or structures, these terms are to be used together, as it is the intent of this text to allow certain accessory uses and/or structures in certain areas under specific circumstances as defined within the text.

xii. Accessory uses and/or structure standards and limitations.

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

No trees shall be removed from the areas on each lot between the rear yard setback and the rear property line, except for dead, dying or diseased trees, or as provided below to accommodate permitted accessory uses and/or structures.

Permitted accessory uses and/or structures shall have a minimum setback of 10' from the rear property line, if the following conditions are met.

1. That the proposed use or structure does not remove any existing healthy trees that are 3 inches in caliper (dbh) or more. Dead, dying, or diseased trees, and shrubs may be removed for these uses, and
2. That the existing conditions of the treed area be A). surveyed and detailed in plans that are submitted to the Township for review and approval, and B). that the areas are reviewed and approved by the zoning Inspector prior to any disturbance or construction in the area.

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 +/- 2.0 acres, which shall also include a small water quality feature and entry feature adjacent the entry road from Mitchell Dewitt. Except for the necessity of installation of sewer lines or other utilities, where trees exist in these common areas they shall be designated as “preserves” and/or “no disturb zones” and no trees shall be removed from these areas unless they are dead, diseased or dying trees.

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 2.45 acres, or 23% 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.

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, replace and/or preserve 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 bio swale, 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", including the existing and mature tree stands identified on the approved site plan and Exhibit B as "tree preserves."

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 bio swale, and any non-buildable area, such as the mature tree preserves, 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 the protection of 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 Statutes 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 to own, operate, maintain, repair, replace and/or preserve 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, Bio Swale, 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 titled 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 bio swale, 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.
- F. Except for the necessity of installation of sewer lines or other utilities, where trees exist in Common Areas they shall be designated as “preserves” and/or “no disturb zones” and no trees shall be removed from these areas unless they are dead, diseased or dying trees.

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 1st 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 1st 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 15th, 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 affect 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 the 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 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 identified on the "detention basin non-buildable area" identified 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 for 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 preservation 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 specifications 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 included 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 impose 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 bio swale facility and Amenities, shall, at all times remain the perpetual obligation of the Association and the Owners. Union County, Ohio shall have no obligation in regard to the maintenance, repair, or replacement of any Amenities, including, without limitation, the bio swale and facilities associated therewith. 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 the cost incurred by the County in regards to such repairs and maintenance upon receipt of a statement of such costs from County. The County 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 bio swale and Amenities. The Association and Owners, at all times, shall remain perpetually liable for the maintenance, repair and replacement of the Amenities and the bio swale 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 Owners, 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 neutral, 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.

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IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on its behalf,
the _____ day of _____, 2014

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 _____,
2014 by Richard M. Clemens, President of Clemens Development Co. Inc., an Ohio corporation on behalf
of the corporation.

NOTARY PUBLIC

2567093.1 : 07380 00001

Below are the City's comments regarding the proposed water and wastewater infrastructure on the Waterford Estates preliminary plat:

- Due to the lack of infrastructure and unclear linetype, please confirm that the waterline has been extended to the eastern development boundary along Mitchell-Dewitt Road.
- Waterline valves (3) will be needed at the proposed tee located near the intersection of Mitchell-Dewitt Road and Waterford Way.
- During the final engineering process, the City may consider an alternate waterline alignment due to the 90 degree bend near the "cul-de-sac".
- During the final engineering process, approval from the Jerome Township Fire Department will be needed regarding the proposed fire hydrant spacing
 - There appears to be a need for additional hydrants along Mitchell-Dewitt Road and Waterford Way
- Due to the topography and relative depth of the existing sanitary sewer, provide confirmation that both Lots #1 and #2 can be serviced by gravity sewer.

Since our comments have been addressed through the final engineering process on the New Cali Preliminary Plat, we do not have any comments on the proposed extension.

Please let me know if you have any questions or concerns regarding this email.

Thanks,
Jeremy



Zoning & Subdivision Committee
Thursday, June 12, 2014

The Zoning and Subdivision Committee met in regular session on Thursday, June 12, 2014, at 12:51 pm at the LUC East Liberty Office. Zoning & Subdivision Committee Members were in attendance as follows: Brad Bodenmiller, Scott Coleman, Greg DeLong, Charles Hall, Paul Hammersmith, Heather Martin, Steve McCall, Jenny Snapp, Jeff Stauch and Andy Yoder. Absent Member was Joel Kranenburg.

Guests included: **Bill Narducci, Union County Engineer's Office; Wade Dunham,** Evergreen Land; John Brumbaugh, Brumbaugh Engineering; Terry Andrews, Evergreen Land; Doug Miller, Logan County Co-op; David Faulkner, Champaign County Commissioner; Erin Moriarty, LUC Regional Planning Commission.

Scott Coleman chaired the Zoning & Subdivision Committee Meeting.

Minutes of the May 8, 2014, meeting were approved as written with Charles Hall making the first motion to approve as written, and Steve McCall made the second motion to approve as written. All in favor.

1. Review of New California Hills XI-XII Preliminary Plat Extension (Jerome Township, Union County) – Staff Report by Jenny Snapp
 - Bill – They have approached ODOT with a design for the turn lane, some details have to be worked out on the turn lane. The development team expressed an interest in beginning work & **we didn't have a problem with** beginning but it **can't** be final until the turn lane is constructed or bonded. No lots can be platted, sold or built upon until the turn lane is constructed or bonded.
 - Paul – The whole bond situation can be laughable, the turn lane needs to be constructed. If the intent is to build it, then build it. If the turn lane **doesn't get built, the plat doesn't get filed or recorded.**
 - Scott – For clarification, the surety is approved by the Board of **Commissioners, I don't know if we should be stipulating that at LUC.** We should make a recommendation, but **I think it'll be up to the Commissioners if they'll accept the surety or if they want to have it built.**
 - Paul – **We're making a recommendation** and **that's that** the turn lane is built, not that surety bond is completed.
 - Jenny – Is that prior to final plat submittal or approval?
 - Scott – **I'd say** prior to approval.
 - Jenny – **I'd prefer it to be prior to submittal** to make it easier.



- Wade – **Why can't we go ahead and bond** and have that ready to go instead of waiting for the full ODOT process? We can keep things moving ahead while details are being worked on the turn lane.
 - Paul – I would not approve it or have it recorded, because it could drag on **and we'll have the conversation about it not being built** in the future.
 - Wade – **We're dealing with the state, not the county in regards** to the turn lane
 - Jeff – **You'll just need a permit from the state** for this
 - Paul – And plan approval.
 - Greg – How long has this turn lane discussion been going on?
 - Charles – A long time.
 - Charles – You say completed, but what about being physically in the process?
 - Paul – **I'd say when it's ready to use, that's completed.**
 - Charles – **I don't want this to come before the commissioners** and them making a decision. This decision should be made here.
 - Steve McCall made the first motion to recommend approval of the New California Hills XI-XII Preliminary Plat Extension with the condition that the turn lane be constructed prior to submittal of the final plat and Paul Hammersmith made the second motion to recommend approval of the New California Hills XI-XII Preliminary Plat Extension with the condition that the turn lane be constructed prior to submittal of the final plat. All in favor.
2. Review of Waterford Estates Preliminary Plat (Jerome Township, Union County)
– Staff Report by Jenny Snapp
- John – **I'll contact URE and all the comments received are something we** can work through.
 - Charles Hall made the first motion to recommend approval of the Waterford Estates Preliminary Plat with the condition that all comments from reviewing agencies be incorporated and Greg DeLong made the second motion to recommend approval of the Waterford Estates Preliminary Plat with the condition that all comments from reviewing agencies be incorporated. All in favor.

The Zoning and Subdivision Committee adjourned at 1:06 pm with Brad Bodenmiller making the first motion to adjourn, and Steve McCall making the second motion to adjourn. All in favor.