



AGENDA

**PLANNING COMMISSION
THURSDAY, MAY 7, 2020 6:00 PM**

**PLACE: COUNCIL CHAMBERS
7232 EAST MAIN STREET, REYNOLDSBURG, OH 43068**

A. CALL TO ORDER

1. ROLL CALL
2. APPROVAL OF MINUTES
3. APPROVAL OF AGENDA
4. SWEARING IN OF SPEAKERS

B. PUBLIC COMMENT

C. UNFINISHED BUSINESS

D. NEW BUSINESS

1. Application #2020-5084; 700, 704, & 706 Waggoner Road; Applicant M/I Homes of Central Ohio, LLC; Preliminary Plat - Spring Hill Farm
2. Application #2020-5085; 700, 704, & 706 Waggoner Road; Applicant M/I Homes of Central Ohio, LLC; Major Site Plan - Spring Hill Farm

E. OTHER BUSINESS

F. ADJOURNMENT



CITY OF REYNOLDSBURG
Department of Development
Planning & Zoning Division
7232 East Main Street
Reynoldsburg, Ohio

Application/Case#:

2020-5084

Date Submitted:

4/27/2020

Fee Amount:

\$18,450

☐ Paid: _____

LAND SUBDIVISION/PLAT APPLICATION

II. PROPERTY INFORMATION

Property Address/Name of Plat:

700, 704 & 706 Waggoner Road, Reynoldsburg, OH 43068 (Spring Hill Farm)

Description of Location:

On the eastern side of Waggoner Road, south of East Broad Street and north of Main Street

Parcel ID#(s):

263-000174-00; 263-002400-00; 263-000153-00 & 263-000151-00

Number of Lots:

354

Present Zoning:

Agricultural -
after annexation -
Suburban Residential

Present Use:

Agricultural/single-family residential

Complete Where Applicable:

Engineer/Surveyor: Jeffrey Strung, EMH&T, 5500 New Albany Road, Columbus, OH 43054

Builder/Developer: M/I Homes of Central Ohio, LLC, 3 Easton Oval, Columbus, OH 43219

III. PROPERTY OWNER OF RECORD

Property Owner Name(s):

See Attached

Property Owner Address(s):

See Attached

IV. APPLICANT INFORMATION

Applicant Name:

M/I Homes of Central Ohio, LLC c/o David L. Hodge, Esq. (attorney for the Applicant)

Applicant Address:

8000 Walton Parkway, Suite 260, New Albany, OH 43054

Applicant Phone Number:

614-335-9320

Applicant Email:

david@uhlfirm.com

I. PROJECT TYPE

☐ Subdivision Without Plat

(\$150 Residential/\$250 Non-Residential)

☒ Preliminary Plat

(\$750 + \$50 per lot)

☐ Final Plat

(\$750 + \$50 per lot)

☐ Plat Modification/Vacation

(\$500)

Applicant Signature:

David Hodge - attorney for Applicant

Date:

4/14/2020

*By signing this application, I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner. *

OFFICE USE ONLY

Additional Notes:

354 lots
temporarily entered
into 734 Waggoner Road

Zoning Information

☐ Historic District

☐ CC Overlay

Planning Com. Meeting

Date: 5/7/2020

☐ Approved as Submitted

☐ Approved w/ Conditions

☐ Tabled

☐ Denied

City Council Meeting Date:

☐ Approved as Submitted

☐ Approved w/ Conditions

☐ Tabled

☐ Denied

P&Z Admin.:

Date:

Clerk of Council:

Date:

List of Property Owners

Rhoderick C. Griffin, Kenton G. Griffin, and Laurel J. Sample 704 Waggoner Road Reynoldsburg, Ohio 43068 PN: 263-000174-00	Rhoderick C. Griffin, Kenton G. Griffin, and Laurel J. Sample 706 Waggoner Road Reynoldsburg, Ohio 43068 PN: 263-000151-00
Rhoderick C. Griffin, Kenton G. Griffin, and Laurel J. Sample Waggoner Road Reynoldsburg, Ohio 43068 PN: 263-000153-00	Rhoderick C. Griffin, Trustee 700 Waggoner Road, Reynoldsburg, Ohio 43068 PN: 263-002400-00

Mailing Addresses:

1. Rhoderick C. Griffin – 704 Waggoner Road, Reynoldsburg, OH 43068
2. Kenton G. Griffin – 203 E. Riverside Drive, Jeffersonville, IN 47130
3. Laurel J. Sample – 1006 Moorpoint Drive, Las Vegas, NV 89031



CITY OF REYNOLDSBURG
Department of Development
Planning & Zoning Division
7232 East Main Street
Reynoldsburg, Ohio

App./Case#: 2020-5085
Date Submitted: 4/27/2020
Fee Amount: \$500

☐ Paid: _____

PLANNING COMMISSION APPLICATION

I. PROPERTY INFORMATION		
Property Address: 700, 704 & 706 Waggoner Road, Reynoldsburg, OH 43068		
Description of Location: On the eastern side of Waggoner Road, south of East Broad and north of Main Street		
Parcel ID#(s): 263-000174-00; 263-002400-00; 263-000153-00 & 263-000151-00		
Number of Lots: 354	Present Zoning: Agricultural - after pending annexation - Suburban Residential	Present Use: Agricultural/single-family residential
Complete Where Applicable:		
Engineer/Surveyor: Jeffrey Strung, EMH&T, 5500 New Albany Road, Columbus, OH 43054		
Builder/Developer: M/I Homes of Central Ohio LLC, 3 Easton Oval, Columbus, OH 43219		
II. PROPERTY OWNER OF RECORD		
Property Owner Name(s): See Attached		Property Owner Address(s): See Attached
III. APPLICANT INFORMATION		
Applicant Name: M/I Homes of Central Ohio, LLC, c/o David L. Hodge, Esq.		Applicant Address: 8000 Walton Parkway, Suite 260, New Albany, OH 43054
Applicant Phone Number: 614-335-9320		Applicant Email: david@uhlfirm.com
☐ Property Owner ☐ Business Owner/Tenant ☒ Contractor (Attorney/Agent) ☐ Architect/Engineer		
PROJECT INFORMATION		
☐ District Change (Rezoning) (\$750 Residential plus \$50 per lot/\$1,000 Non-Residential)		
☐ Amendment of Development Plan or Text (\$500)		
☒ Major Site Plan (\$500)		
Description of Project: Applicant proposes to build 354 lot as part of a single-family residential development.		
Please review the attached checklist and note the items you are responsible for submitting with this application. All required items must be submitted to the Planning & Zoning Administrator.		
Applicant Signature: <u>David Hodge - Attorney for Applicant</u>		Date: <u>4/14/2020</u>
*By signing this application, I certify that I am the owner of the property or the owner's agent, and that the work is authorized with the full knowledge of the owner. *		

OFFICE USE ONLY

Additional Notes:
Temporarily altered plan 734 Waggoner road

Zoning Information

- ☐ Historic District
☐ CC Overlay

Add'l Approvals Req'd

- ☐ BZBA

Planning Com. Meeting

- Date:** 5/7/2020
☐ Approved as Submitted
☐ Approved w/ Conditions
☐ Tabled
☐ Denied

City Council Meeting

- Date:** _____
☐ Approved as Submitted
☐ Approved w/ Conditions
☐ Tabled
☐ Denied

P&Z Admin.: _____ **Date:** _____

Clerk of Council: _____ **Date:** _____

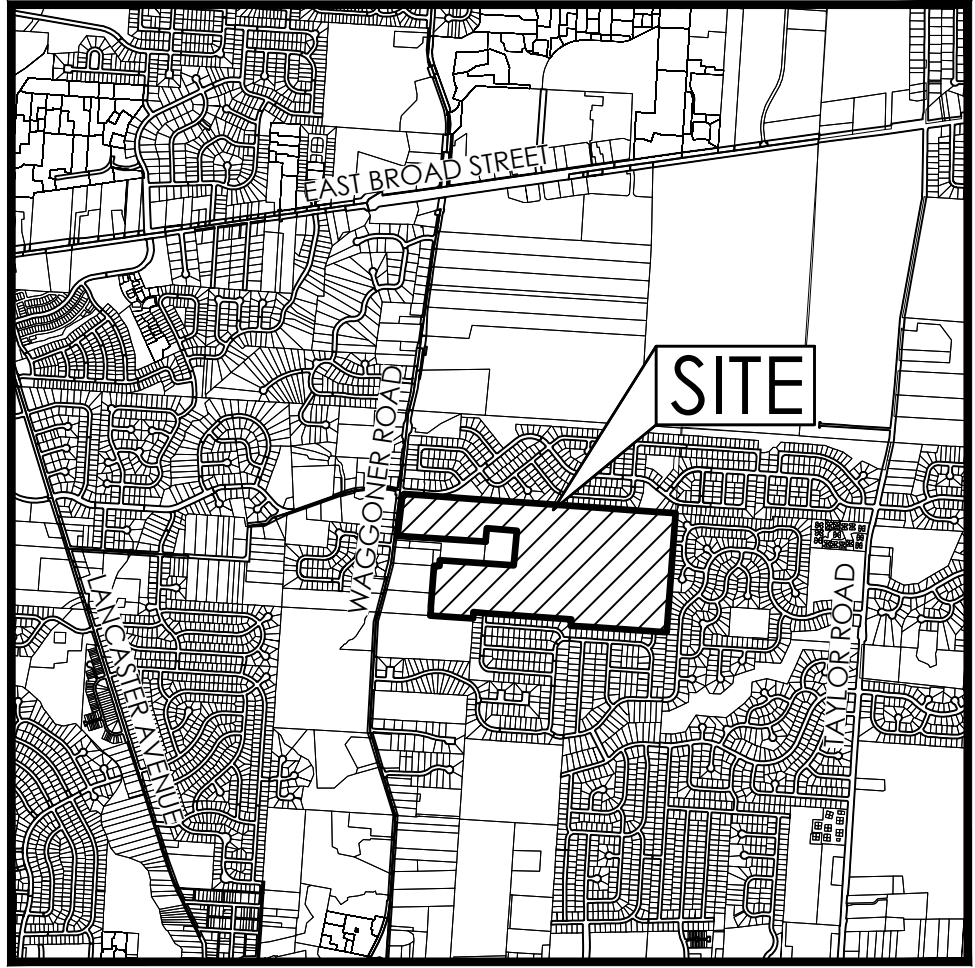
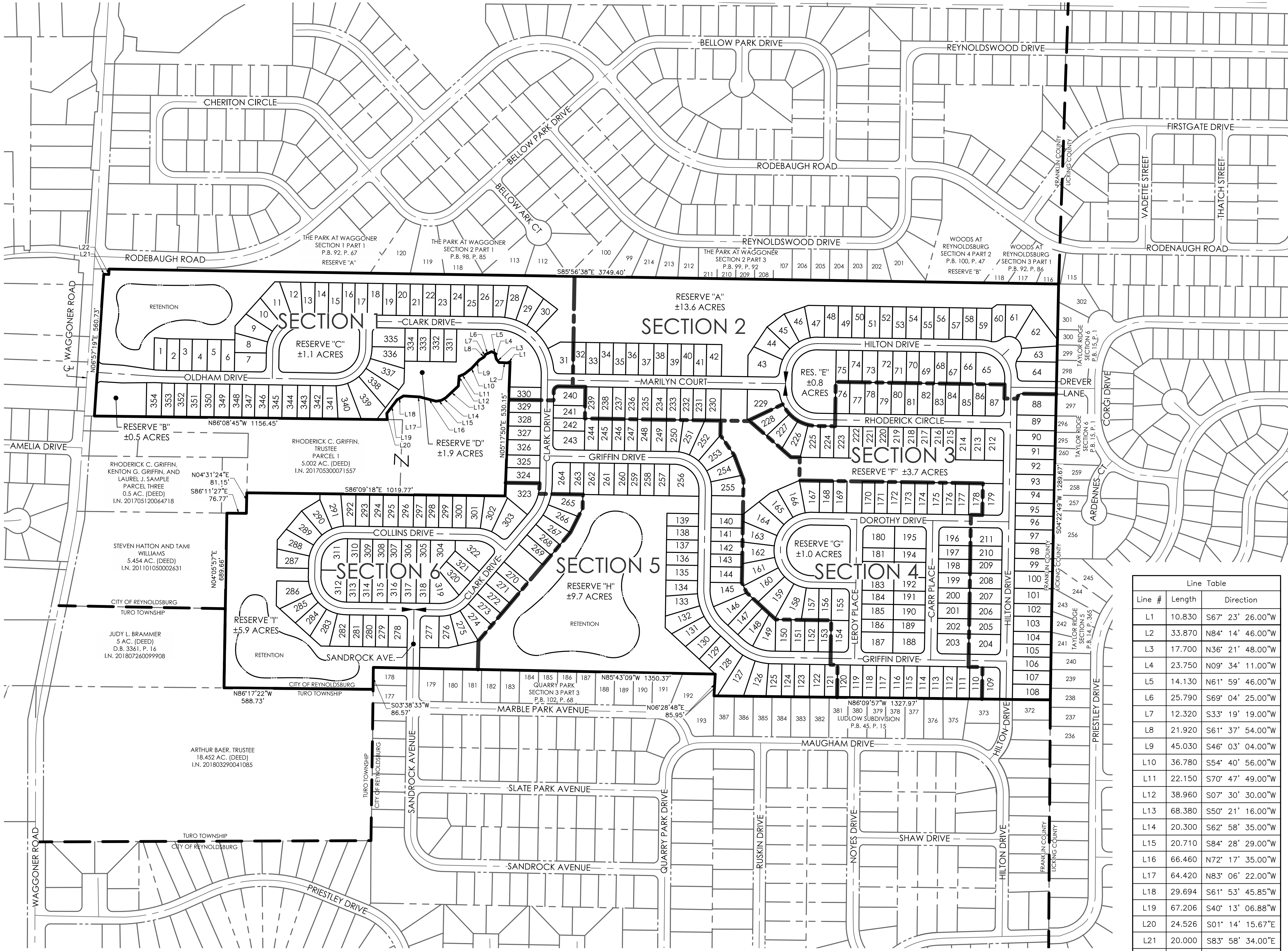
Attachment: App #2020-5085 (App #2020-5085, 700, 704, & 706 Waggoner Road, M/I Homes of Central Ohio, LLC)

List of Property Owners

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Rhoderick C. Griffin, Kenton G. Griffin, and Laurel J. Sample Waggoner Road Reynoldsburg, Ohio 43068 PN: 263-000153-00	Rhoderick C. Griffin, Trustee 700 Waggoner Road, Reynoldsburg, Ohio 43068 PN: 263-002400-00

Mailing Addresses:

1. Rhoderick C. Griffin – 704 Waggoner Road, Reynoldsburg, OH 43068
2. Kenton G. Griffin – 203 E. Riverside Drive, Jeffersonville, IN 47130
3. Laurel J. Sample – 1006 Moorpoint Drive, Las Vegas, NV 89031



LOCATION MAP
NO SCALE

SITE STATISTICS:

TOTAL ACREAGE:	±118.2 ACRES
TOTAL NUMBER OF LOTS:	354
50' X 125' LOTS:	120 LOTS
54' X 125' LOTS:	134 LOTS
60' X 125' LOTS:	100 LOTS
TOTAL GROSS DENSITY:	±3.00 LOTS/ACRE
TOTAL OPEN SPACE PROVIDED:	±38.2 ACRES (32.3%)
RESERVE "A":	±13.6 ACRES
RESERVE "B":	±0.5 ACRES
RESERVE "C":	±1.1 ACRES
RESERVE "D":	±1.9 ACRES
RESERVE "E":	±0.8 ACRES
RESERVE "F":	±3.7 ACRES
RESERVE "G":	±1.0 ACRES
RESERVE "H":	±9.7 ACRES
RESERVE "I":	±5.9 ACRES
ZONING:	SR (SUBURBAN RESIDENTIAL)
SCHOOL DISTRICT:	CITY OF REYNOLDSBURG

DESIGN STANDARDS :

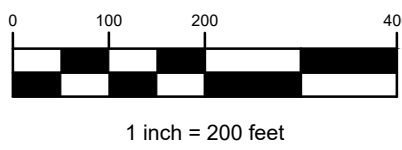
MINIMUM LOT AREA:	
50' WIDE LOTS:	6,000 SQ. FT.
54' WIDE LOTS:	6,750 SQ. FT.
60' WIDE LOTS:	7,200 SQ. FT.
MINIMUM LOT WIDTH:	
(AT THE BUILDING LINE)	50 FT, 54 FT & 60 FT
SETBACKS:	
MINIMUM FRONT YARD:	25 FT.
(AT THE BUILDING LINE)	
MINIMUM SIDE YARD:	5 FT EACH SIDE (10 FT. TOTAL)
MINIMUM REAR YARD:	30 FT.
MAXIMUM BUILDING HEIGHT:	35 FT.

NOTES:

- NOTE "A": ALL OF SPRING HILL FARM IS IN THE FLOOD HAZARD ZONE X AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NUMBER 39049C0356K, EFFECTIVE DATE JUNE 17, 2008.
- NOTE "B": 5' SIDEWALKS SHALL BE PROVIDED PARALLEL AND ON BOTH SIDES OF THE ROADS WITHIN THE PROPOSED RIGHT OF WAY.
- NOTE "C": RESERVES "A"-"I" OPEN SPACES / STORMWATER FACILITIES SHALL BE OWNED AND MAINTAINED BY THE SPRING HILL FARM HOMEOWNERS ASSOCIATION.
- NOTE "D": ALL CONTOURS SHOWN HEREON ARE SET AT TWO FOOT INTERVALS.
- NOTE "E": ALL EXISTING BUILDINGS WILL BE REMOVED PRIOR TO DEVELOPMENT.

Line Table		
Line #	Length	Direction
L1	10.830	S67° 23' 26.00"W
L2	33.870	N84° 14' 46.00"W
L3	17.700	N36° 21' 48.00"W
L4	23.750	N09° 34' 11.00"W
L5	14.130	N61° 59' 46.00"W
L6	25.790	S69° 04' 25.00"W
L7	12.320	S33° 19' 19.00"W
L8	21.920	S61° 37' 54.00"W
L9	45.030	S46° 03' 04.00"W
L10	36.780	S54° 40' 56.00"W
L11	22.150	S70° 47' 49.00"W
L12	38.960	S07° 30' 30.00"W
L13	68.380	S50° 21' 16.00"W
L14	20.300	S62° 58' 35.00"W
L15	20.710	S84° 28' 29.00"W
L16	66.460	N72° 17' 35.00"W
L17	64.420	N83° 06' 22.00"W
L18	29.694	S61° 53' 45.85"W
L19	67.206	S40° 13' 06.88"W
L20	24.526	S01° 14' 15.67"E
L21	20.000	S83° 58' 34.00"E
L22	21.410	N05° 53' 49.00"E

GRAPHIC SCALE



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REVISIONS	
DATE	DESCRIPTION

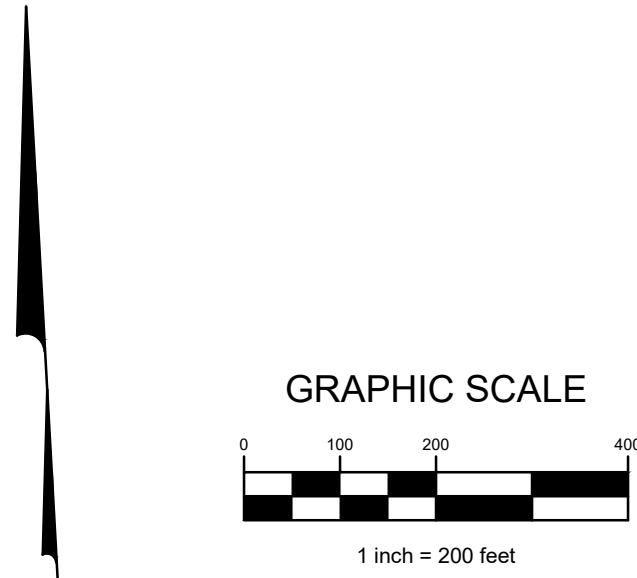
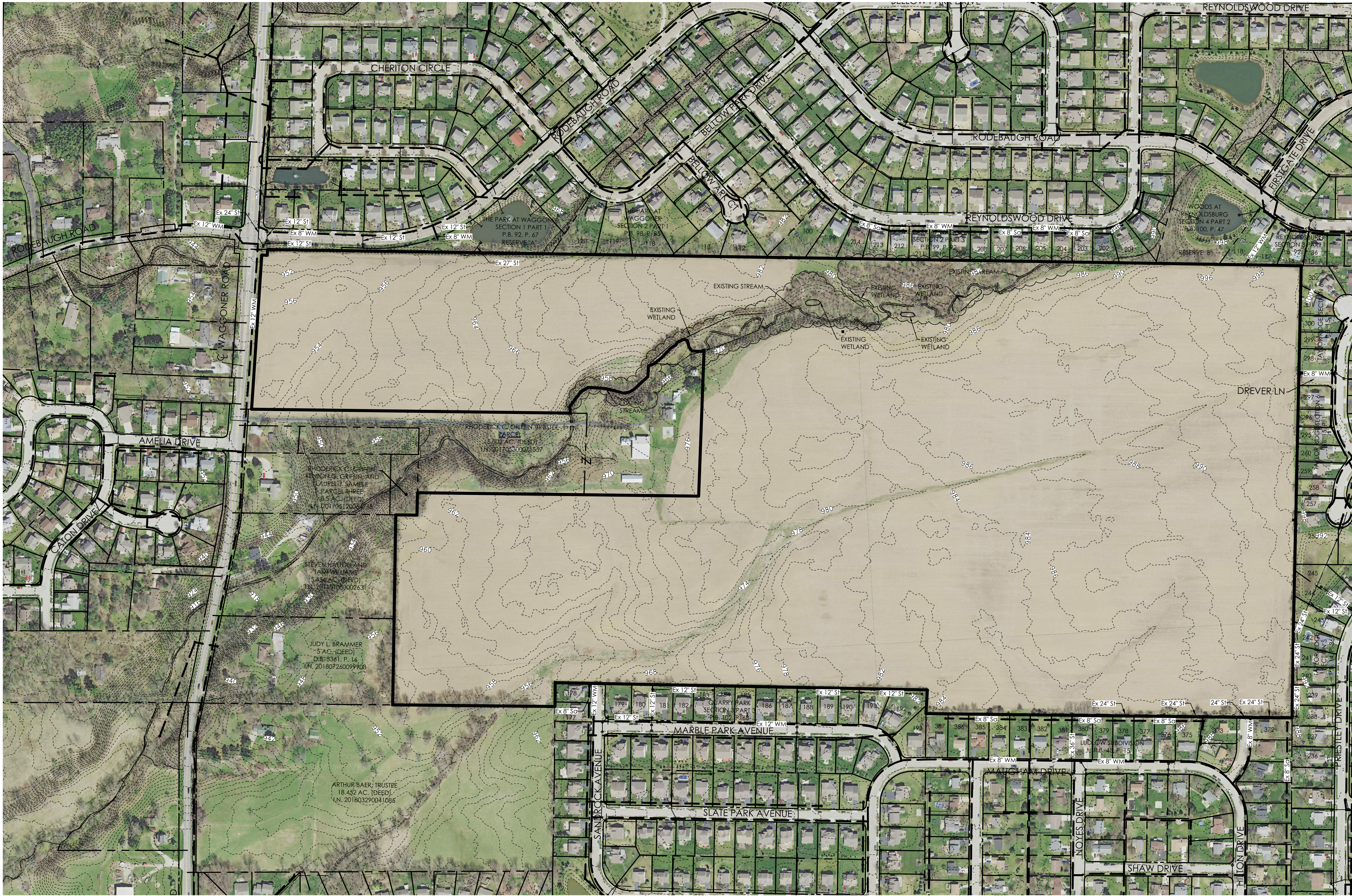
EMHT
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43254
Phone: 614.775.4500 Fax: 614.775.3648
emht.com

MI HOMES
Move Up
mihomes.com
3 Easton Oval Loop
Columbus, Ohio 43219
Phone: (614) 392-7720

CITY OF REYNOLDSBURG, FRANKLIN COUNTY, OHIO
PRELIMINARY PLAT
FOR
SPRING HILL FARM
INDEX PLAN

LOCATED IN:
SECTIONS 5 AND 6, TOWNSHIP 16, RANGE 20
REFUGEE LANDS
CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

Date	Job No.
APRIL 27, 2020	20191171
Scale	Sheet
1"=200'	1/12



REVISIONS	
DATE	DESCRIPTION

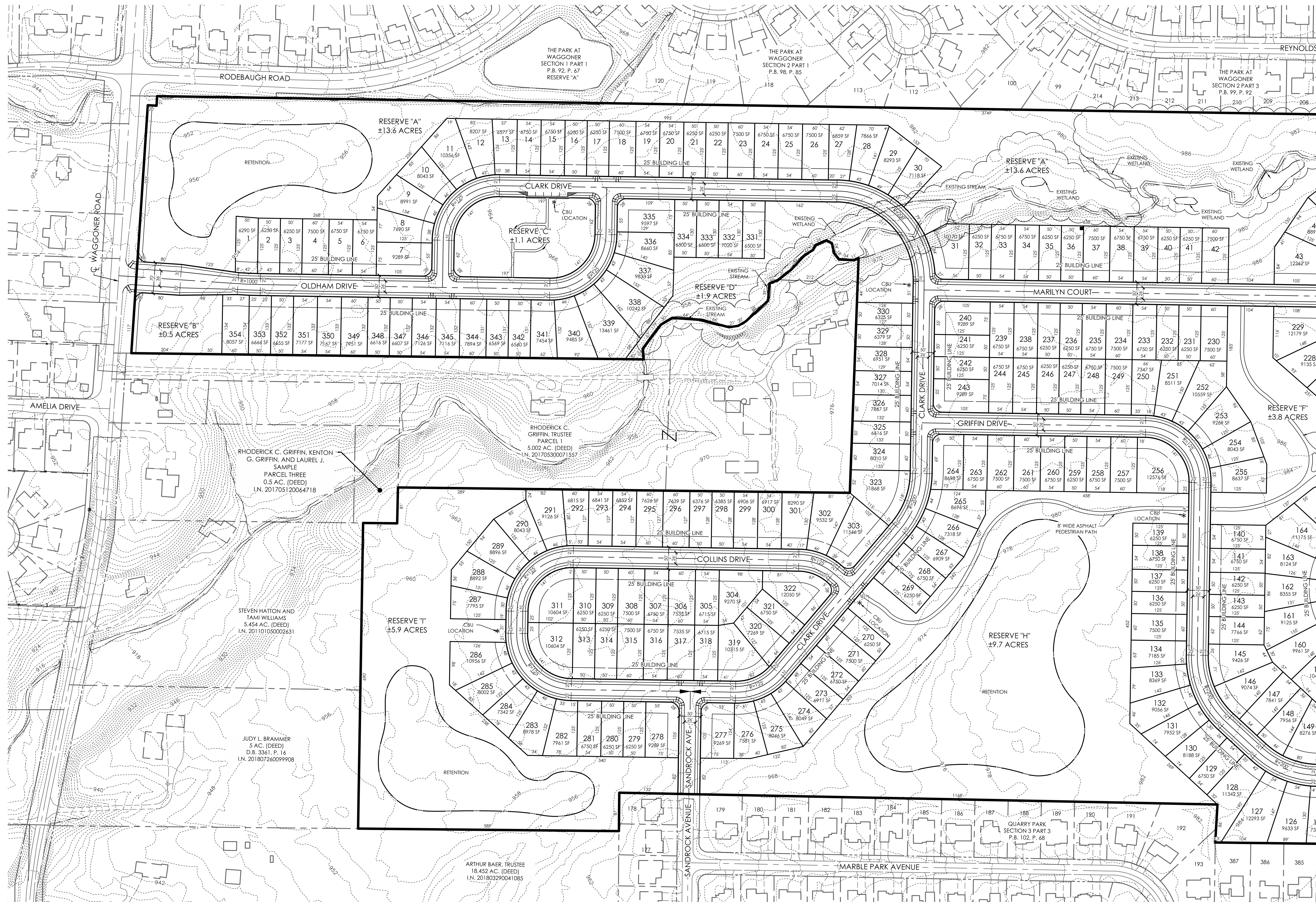
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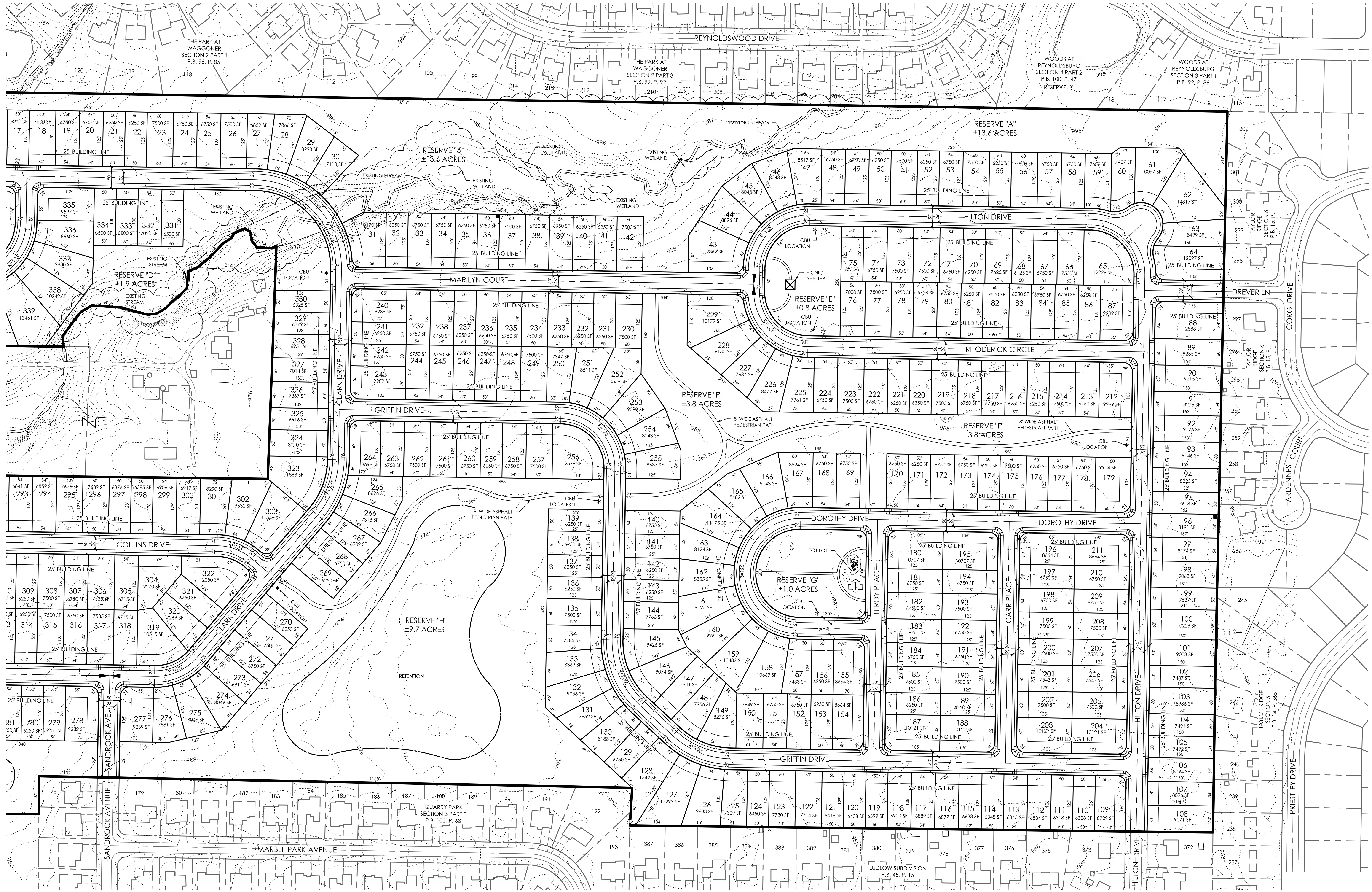
M/I HOMES
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3 Earton Oval Loop
Columbus, Ohio 43219
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CITY OF REYNOLDSBURG, FRANKLIN COUNTY, OHIO
PRELIMINARY PLAT
FOR
SPRING HILL FARM
EXISTING CONDITIONS PLAN

LOCATED IN:
SECTIONS 5 AND 6, TOWNSHIP 16, RANGE 20
REFUGEE LANDS
CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

Date	Job No.
APRIL 27, 2020	20191171
Scale	Sheet
1"=200'	2/12





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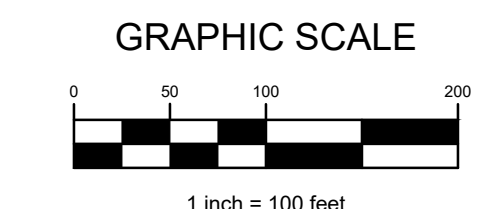
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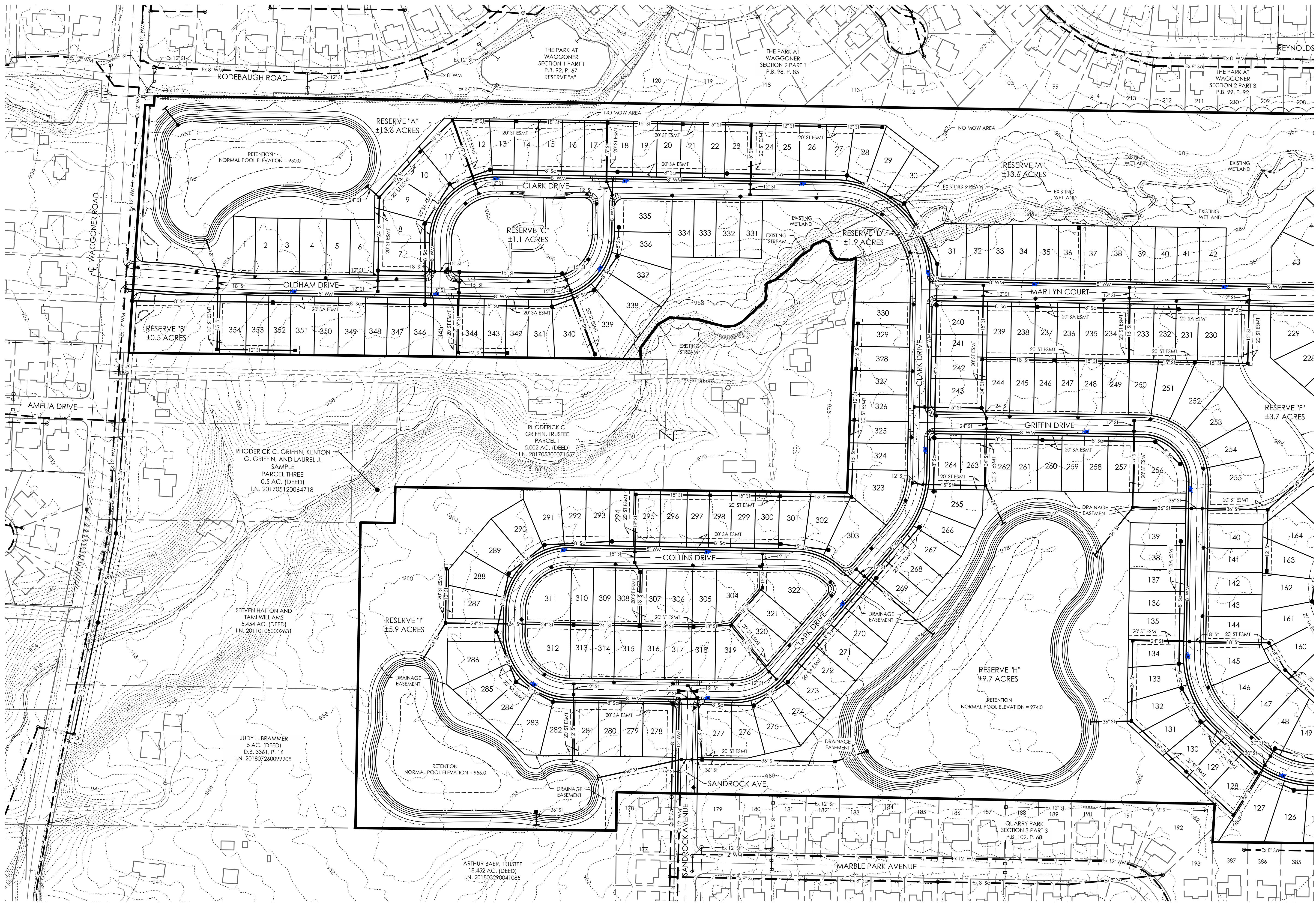
MI HOMES
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mihomes.com
3 Easton Oval Loop
Columbus, Ohio 43219
Phone: (614) 392-7720

CITY OF REYNOLDSBURG, FRANKLIN COUNTY, OHIO
PRELIMINARY PLAT
FOR
SPRING HILL FARM
SITE PLAN

LOCATED IN:
SECTIONS 5 AND 6, TOWNSHIP 16, RANGE 20
REFUGEE LANDS
CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

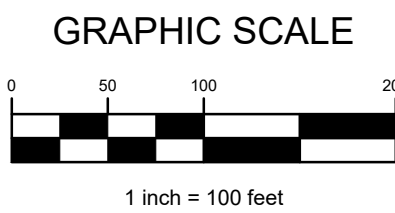
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APRIL 27, 2020	20191171
Scale	Sheet
1"=100'	4/12





LEGEND

Storm Manhole — St — Catch Basin Inlet
Sanitary Sewer — So — Sanitary Manhole
Water Line — WM — Fire Hydrant
Street Light *



REVISIONS	
DATE	DESCRIPTION

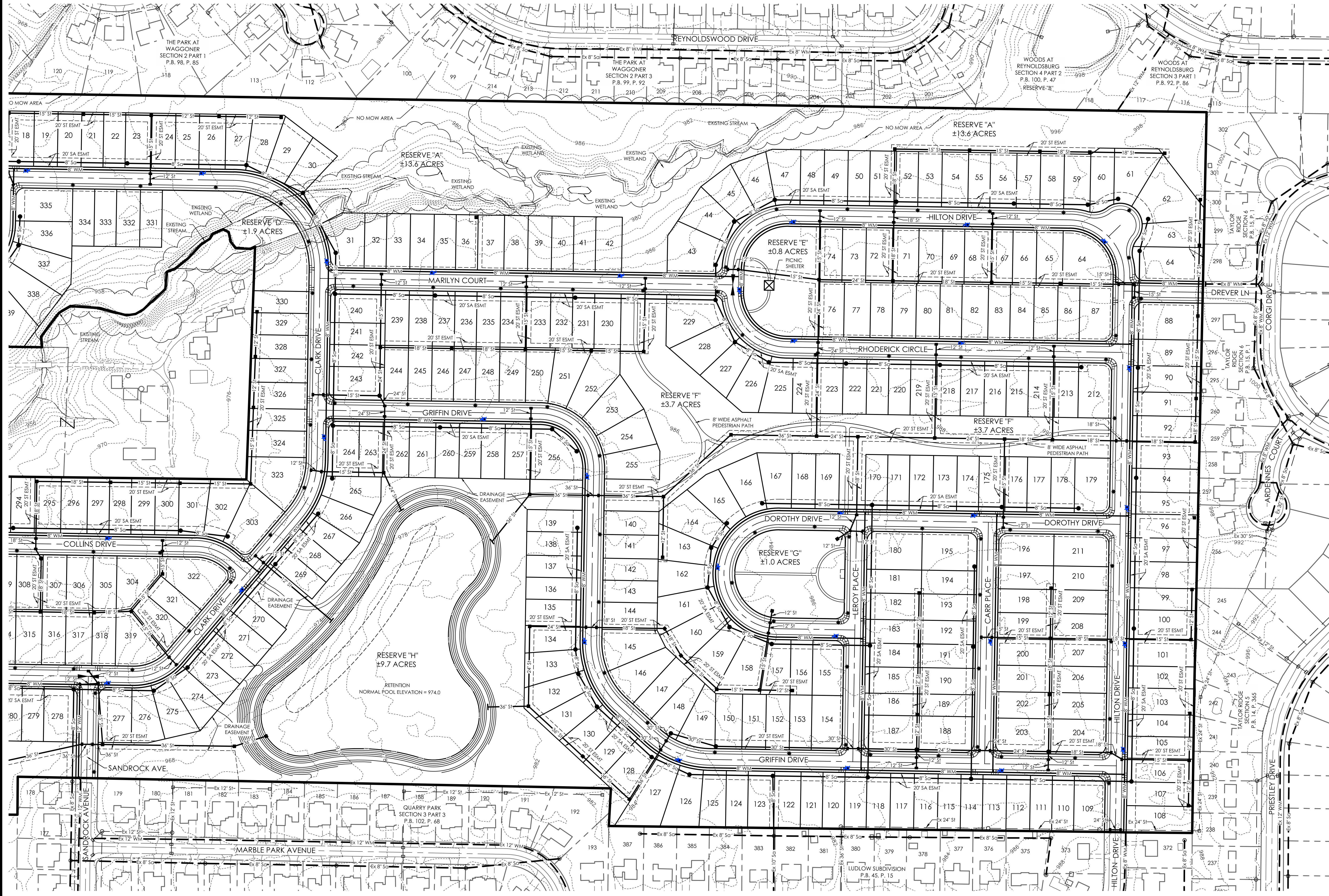
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CITY OF REYNOLDSBURG, FRANKLIN COUNTY, OHIO
PRELIMINARY PLAT
FOR
SPRING HILL FARM
UTILITY PLAN

LOCATED IN:
SECTIONS 5 AND 6, TOWNSHIP 16, RANGE 20
REFUGEE LANDS
CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

Date	Job No.
APRIL 27, 2020	20191171
Scale	Sheet
1"=100'	5/12



LEGEND

Storm Sewer: ST
Sanitary Sewer: SA
Water Line: WM
Street Light: *

Catch Basin Curb Inlet
Sanitary Manhole
Fire Hydrant

GRAPHIC SCALE

0 50 100 200
1 inch = 100 feet

REVISIONS	
DATE	DESCRIPTION

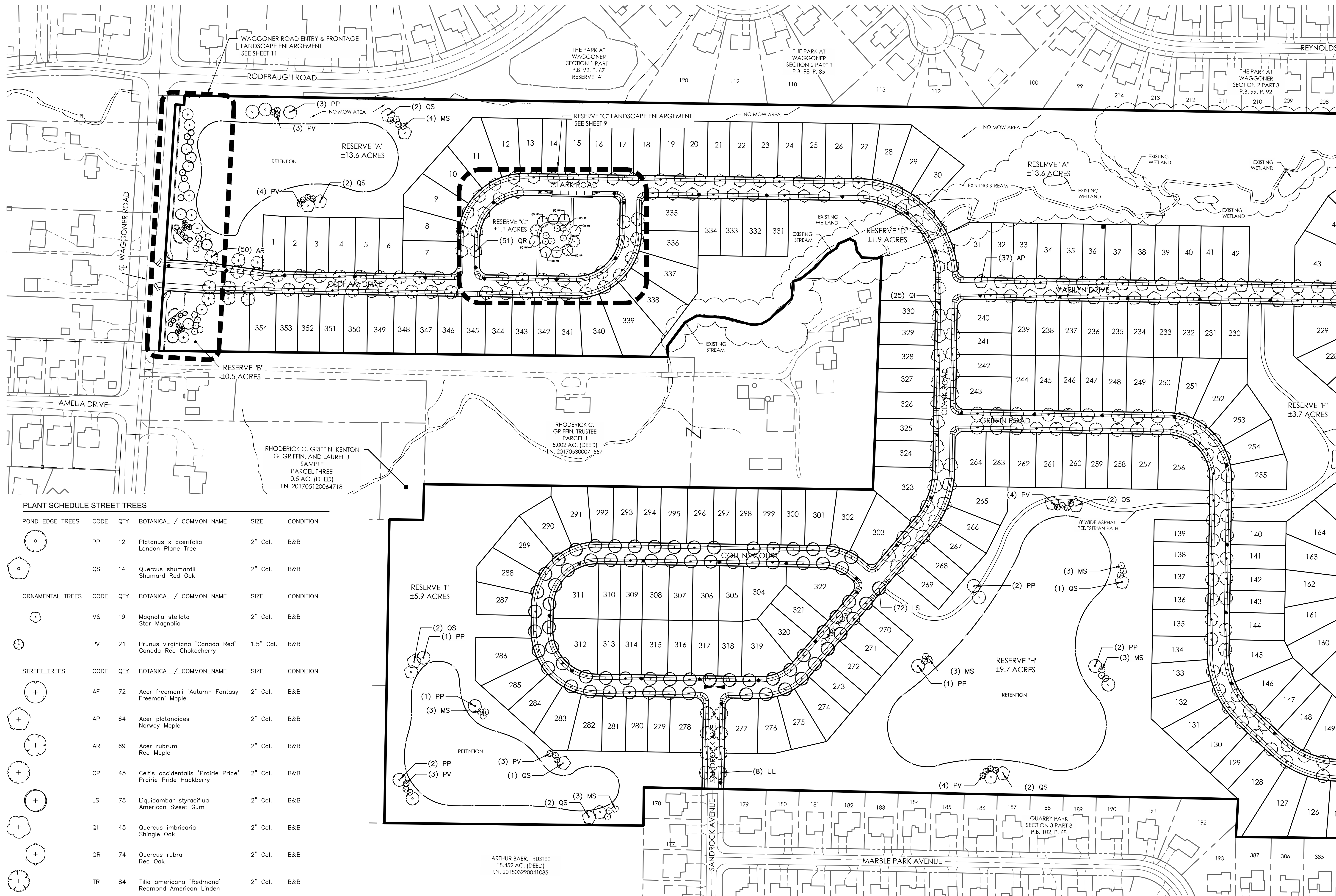
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CITY OF REYNOLDSBURG, FRANKLIN COUNTY, OHIO
PRELIMINARY PLAT
FOR
SPRING HILL FARM
UTILITY PLAN

LOCATED IN:
SECTIONS 5 AND 6, TOWNSHIP 16, RANGE 20
REFUGEE LANDS
CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

Date	Job No.
APRIL 27, 2020	20191171
Scale	Sheet
1"=100'	6/12



PLANT SCHEDULE STREET TREES

POND EDGE TREES CODE QTY BOTANICAL / COMMON NAME SIZE CONDITION

PP	12	Platanus x acerifolia London Plane Tree	2" Cal.	B&B
QS	14	Quercus shumardii Shumard Red Oak	2" Cal.	B&B

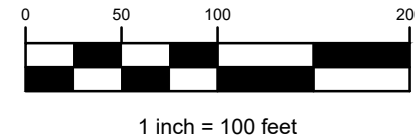
ORNAMENTAL TREES CODE QTY BOTANICAL / COMMON NAME SIZE CONDITION

MS	19	Magnolia stellata Star Magnolia	2" Cal.	B&B
PV	21	Prunus virginiana 'Canada Red' Canada Red Chokecherry	1.5" Cal.	B&B

STREET TREES CODE QTY BOTANICAL / COMMON NAME SIZE CONDITION

AF	72	Acer freemanii 'Autumn Fantasy' Freemans Maple	2" Cal.	B&B
AP	64	Acer platanoides Norway Maple	2" Cal.	B&B
AR	69	Acer rubrum Red Maple	2" Cal.	B&B
CP	45	Celtis occidentalis 'Prairie Pride' Prairie Pride Hackberry	2" Cal.	B&B
LS	78	Liquidambar styraciflua American Sweet Gum	2" Cal.	B&B
QI	45	Quercus imbricaria Shingle Oak	2" Cal.	B&B
QR	74	Quercus rubra Red Oak	2" Cal.	B&B
TR	84	Tilia americana 'Redmond' Redmond American Linden	2" Cal.	B&B
UL	29	Ulmus parvifolia Lacebark Elm	2" Cal.	B&B

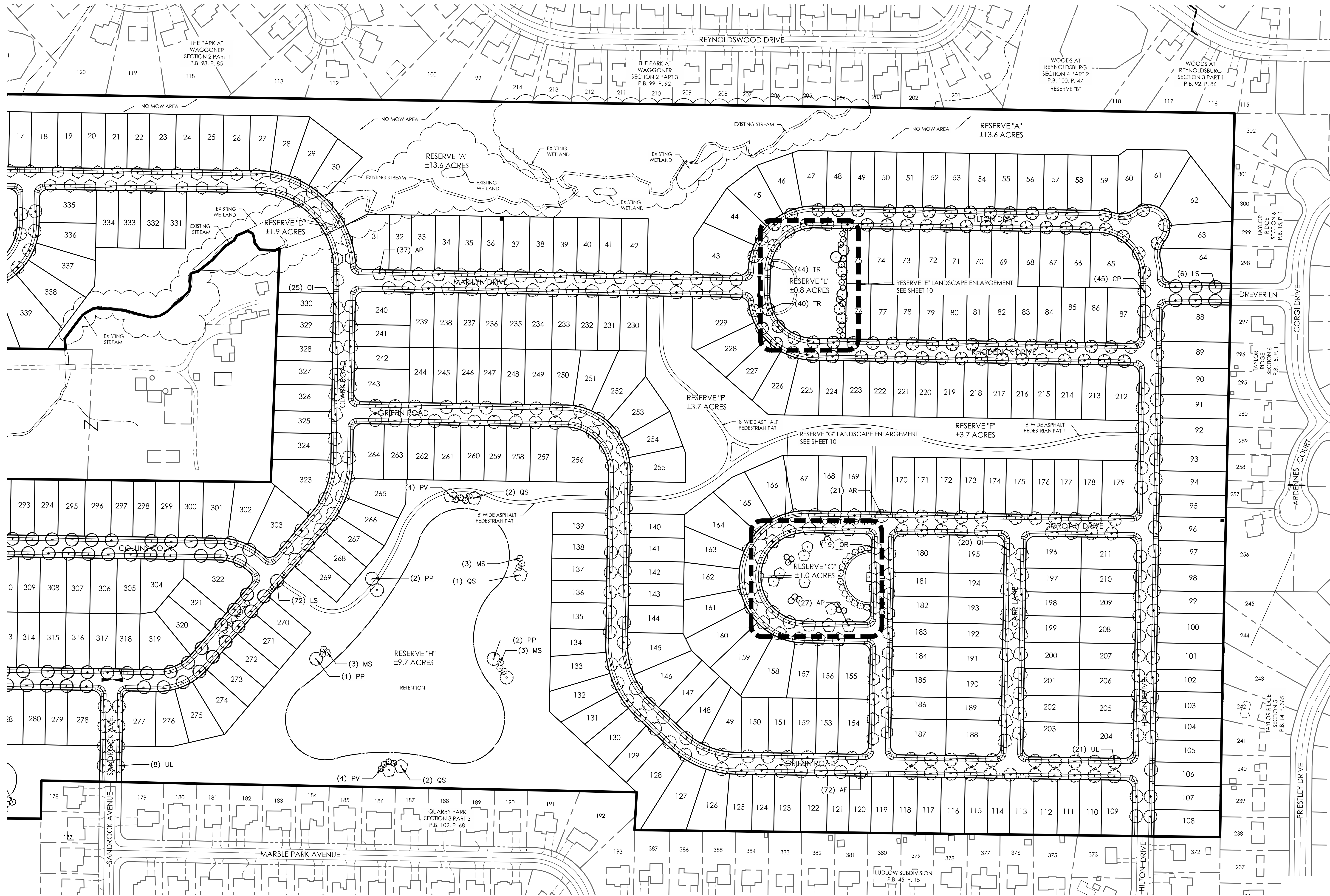
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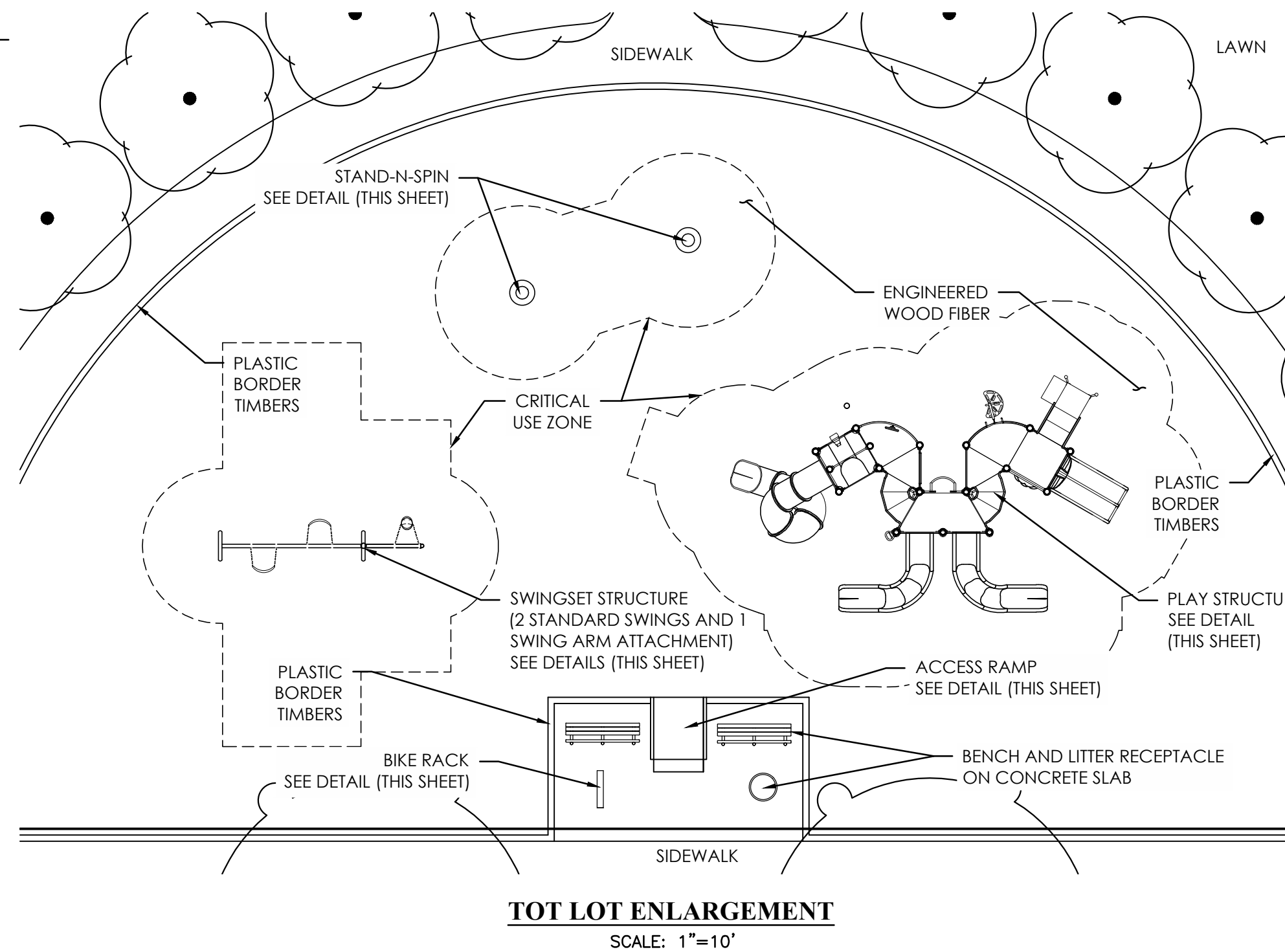
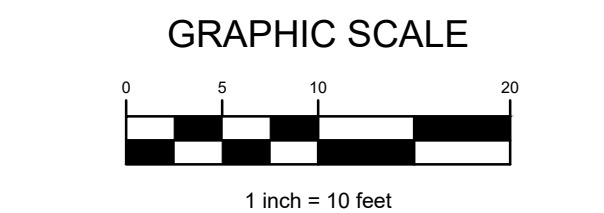
CITY OF REYNOLDSBURG, FRANKLIN COUNTY, OHIO
PRELIMINARY PLAT
FOR
SPRING HILL FARM
OVERALL LANDSCAPE & STREET TREE PLAN

LOCATED IN:
SECTIONS 5 AND 6, TOWNSHIP 16, RANGE 20
REFUGEE LANDS
CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

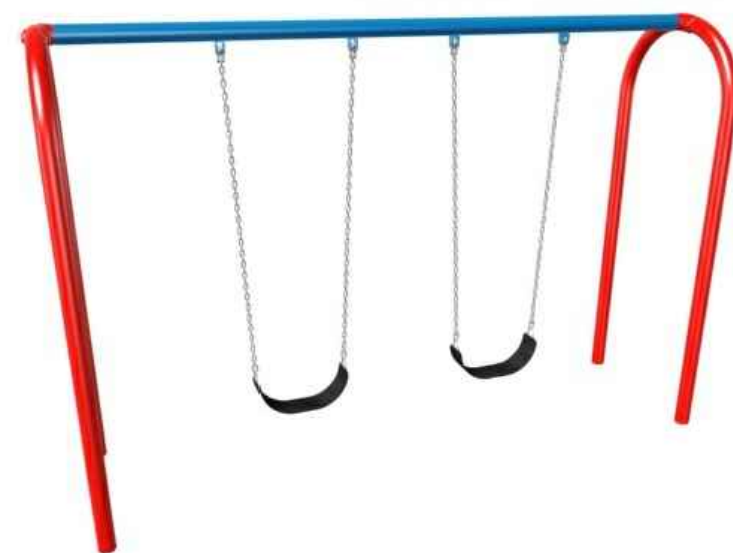
Date	Job No.
APRIL 27, 2020	20191171
Scale	Sheet
1"=100'	7/12



<u>TREES</u>	<u>QTY</u>	<u>BOTANICAL / COMMON NAME</u>	<u>SIZE</u>	<u>CONDITION</u>
NW	8	Nyssa sylvatica 'Wildfire' Wildfire Black Gum	2" Cal.	B&B
<u>EVERGREEN TREES</u>	<u>QTY</u>	<u>BOTANICAL / COMMON NAME</u>	<u>SIZE</u>	<u>CONDITION</u>
PA	6	Picea abies Norway Spruce	8' Ht.	B&B
PC	6	Picea pungens Colorado Spruce	8' Ht.	B&B
<u>ORNAMENTAL TREES</u>	<u>QTY</u>	<u>BOTANICAL / COMMON NAME</u>	<u>SIZE</u>	<u>CONDITION</u>
CF	14	Cornus florida 'Cherokee Brave' Cherokee Brave Dogwood	2" Cal.	B&B



PLAY STRUCTURE



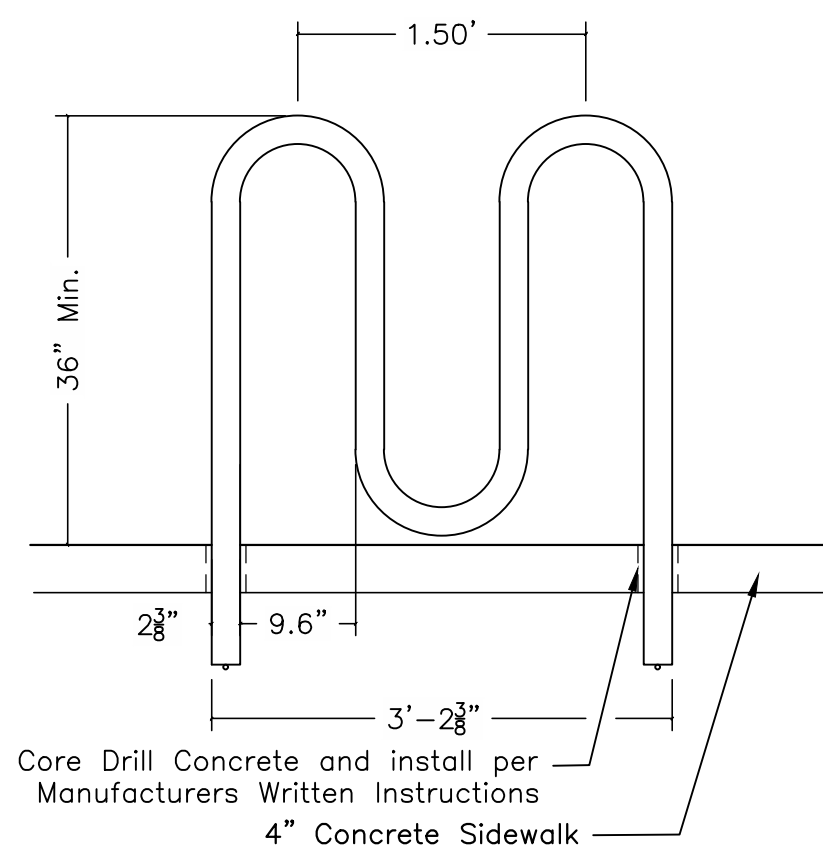
SWING SET STRUCTURE



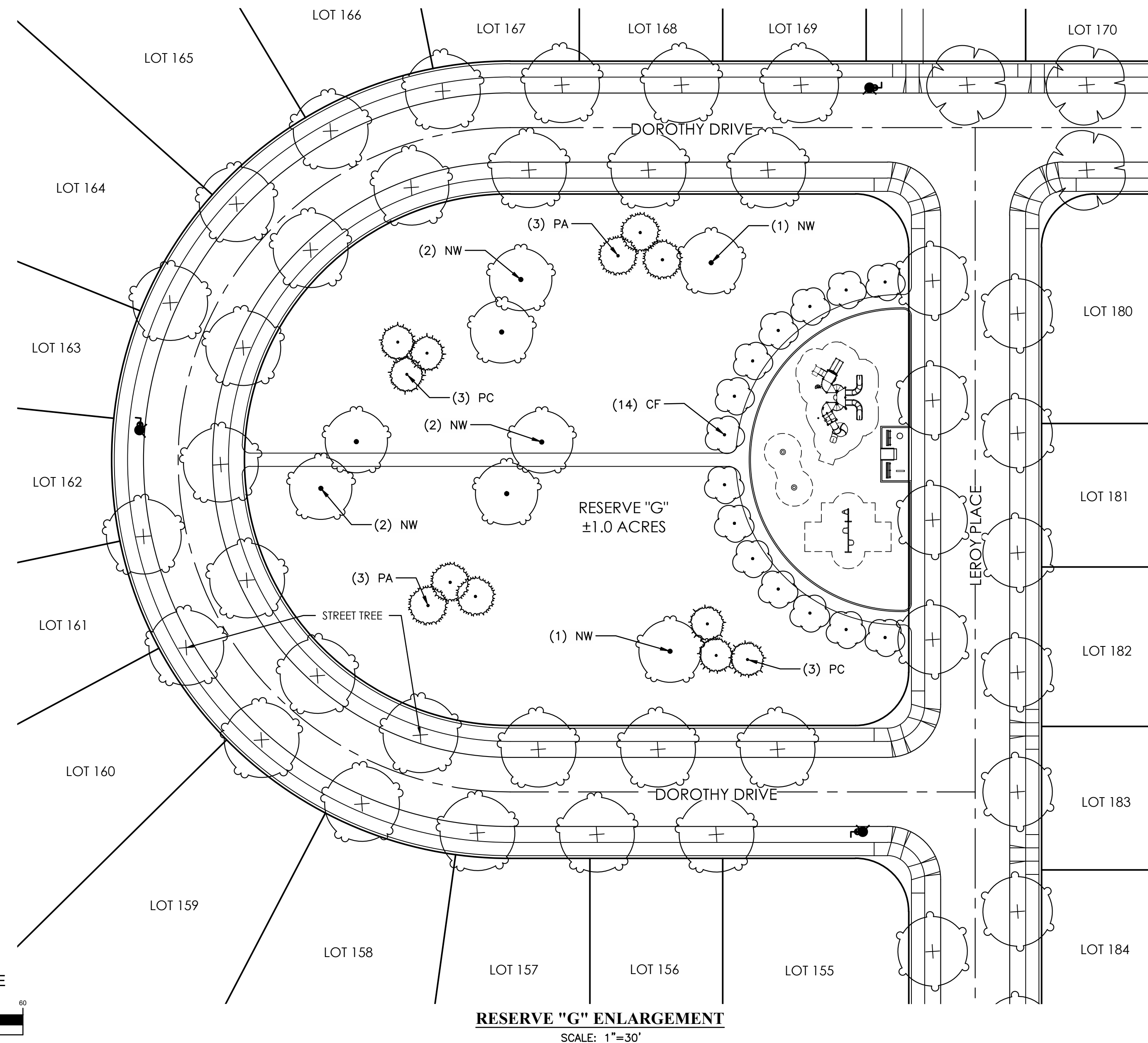
SWING ARM ATTACHMENT



STAND-N-SPIN



Bike Rack
No Scale



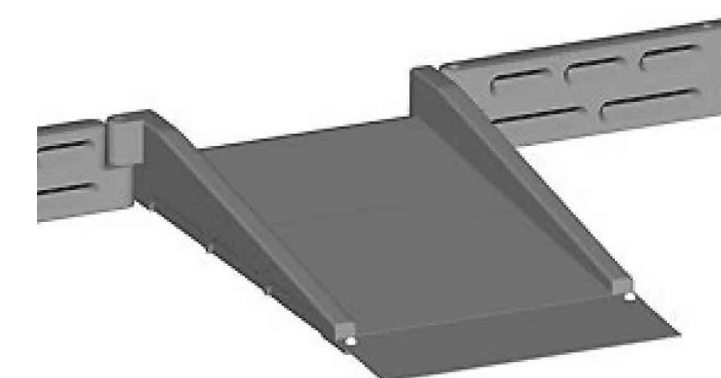
RESERVE "G" ENLARGEMENT
SCALE: 1"=30'



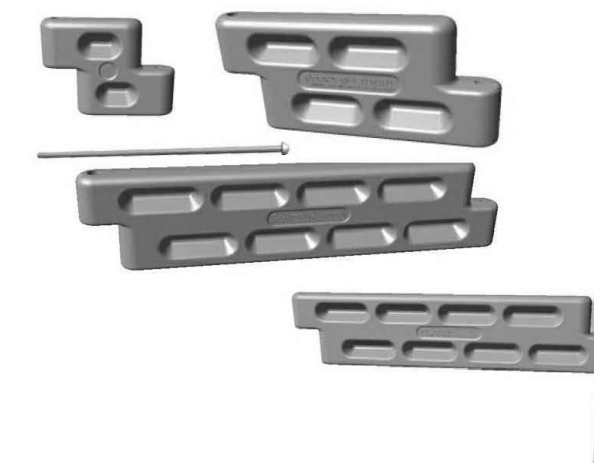
BENCH



TRASH RECEPTACLE



ACCESS RAMP



BORDER TIMBERS

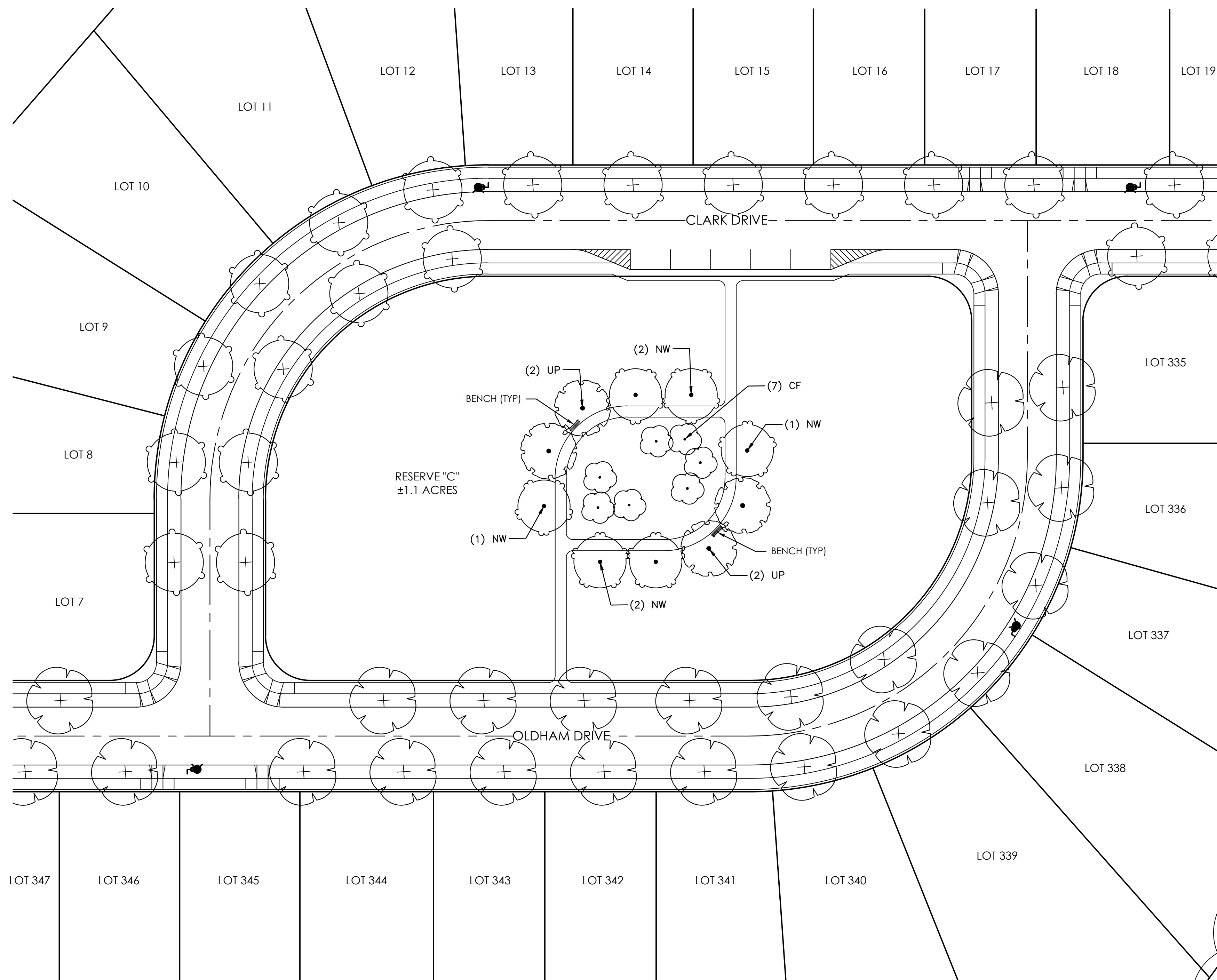
Disclaimer: All site furnishings are for illustrative purposes only.

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CITY OF REYNOLDSBURG, FRANKLIN COUNTY, OHIO
PRELIMINARY PLAT
FOR
SPRING HILL FARM
OPEN SPACE LANDSCAPE ENLARGEMENTS

LOCATED IN:
SECTIONS 5 AND 6, TOWNSHIP 16, RANGE 20
REFUGEE LANDS
CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

Date	Job No.
APRIL 27, 2020	20191171
Scale	Sheet
AS NOTED	9/12



RESERVE "E" ENLARGEMENT
SCALE: 1"=30'

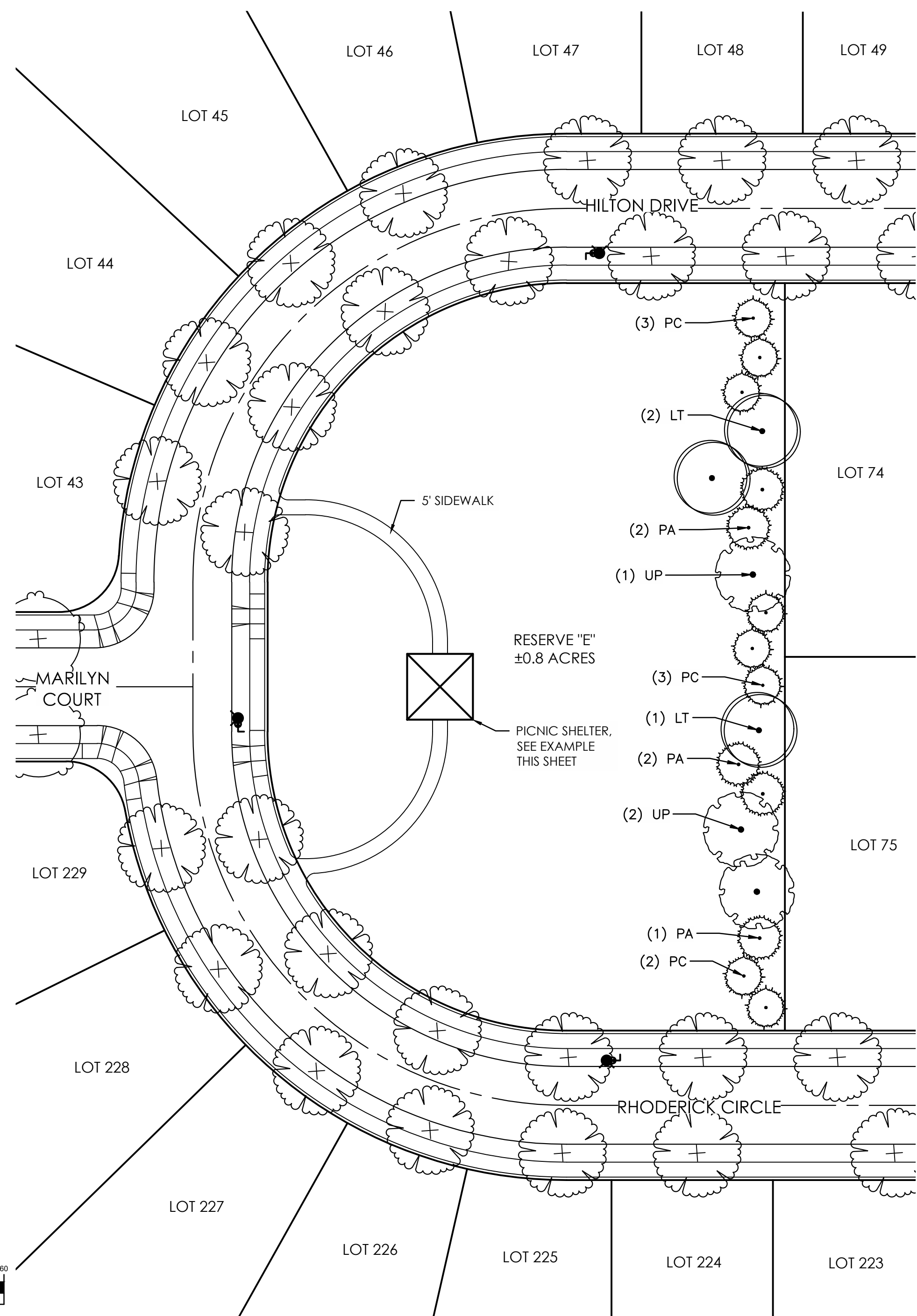
PLANT SCHEDULE RESERVE C LANDSCAPE

TREES	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
NW	6	Nyssa sylvatica 'Wildfire'	2" Cal.	B&B
UP	4	Wildfire Black Gum	2" Cal.	B&B
		Ulmus parvifolia 'Allee'	2" Cal.	B&B
		Allee Elm		
ORNAMENTAL TREES	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
CF	7	Cornus florida 'Cherokee Brave'	2" Cal.	B&B
		Cherokee Brave Dogwood		



Picnic Shelter

Note: For illustrative purposes only.



RESERVE "E" ENLARGEMENT
SCALE: 1"=30'

PLANT SCHEDULE RESERVE E LANDSCAPE

TREES	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
LT	3	Liriodendron tulipifera	2" Cal.	B&B
UP	3	Tulip Tree	2" Cal.	B&B
		Ulmus parvifolia 'Allee'	2" Cal.	B&B
		Allee Elm		
EVERGREEN TREES	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
PA	5	Picea abies	8' Ht.	B&B
		Norway Spruce		
PC	8	Picea pungens	8' Ht.	B&B
		Colorado Spruce		

REVISIONS	
DATE	DESCRIPTION

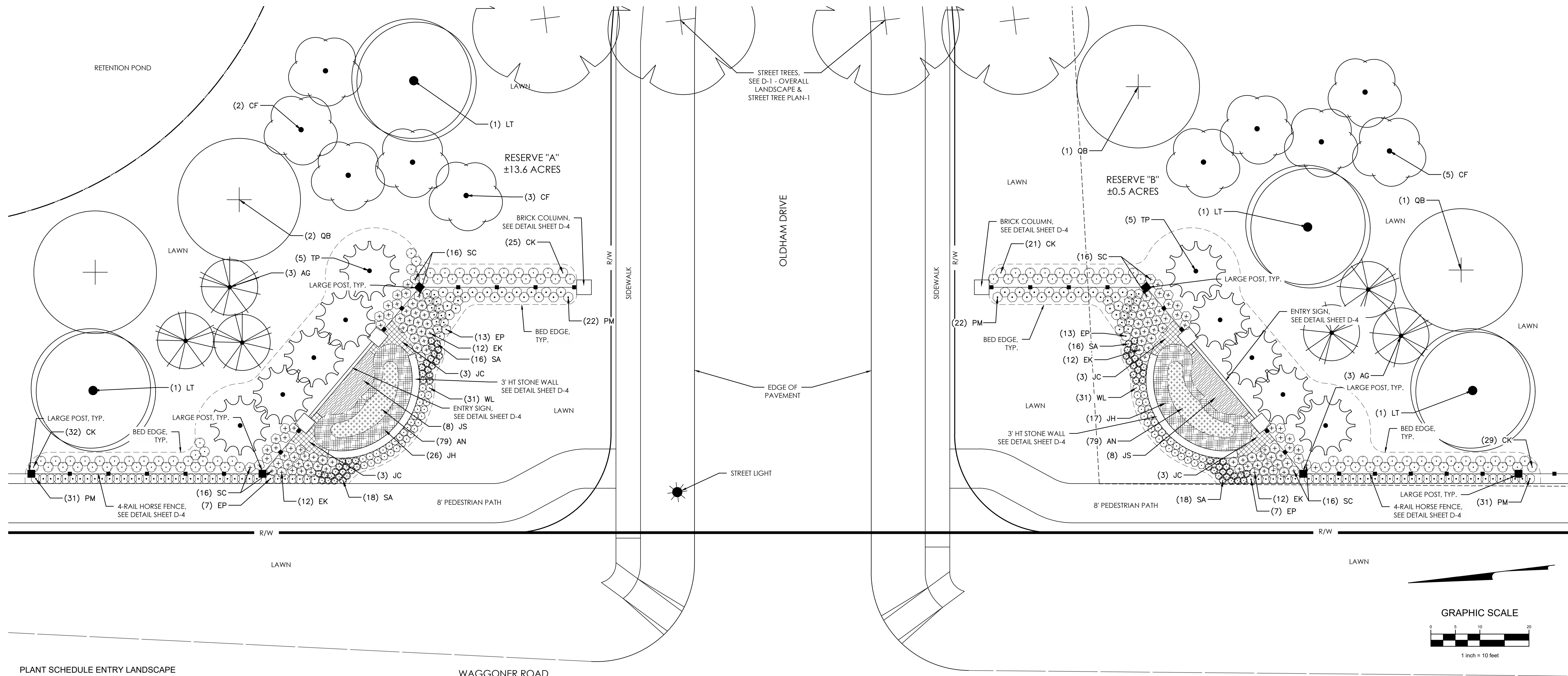
EMHT
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CITY OF REYNOLDSBURG, FRANKLIN COUNTY, OHIO
PRELIMINARY PLAT
FOR
SPRING HILL FARM
OPEN SPACE LANDSCAPE ENLARGEMENTS

LOCATED IN:
SECTIONS 5 AND 6, TOWNSHIP 16, RANGE 20
REFUGEE LANDS
CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

Date	Job No.
APRIL 27, 2020	20191171
Scale	Sheet
1"=30'	10/12

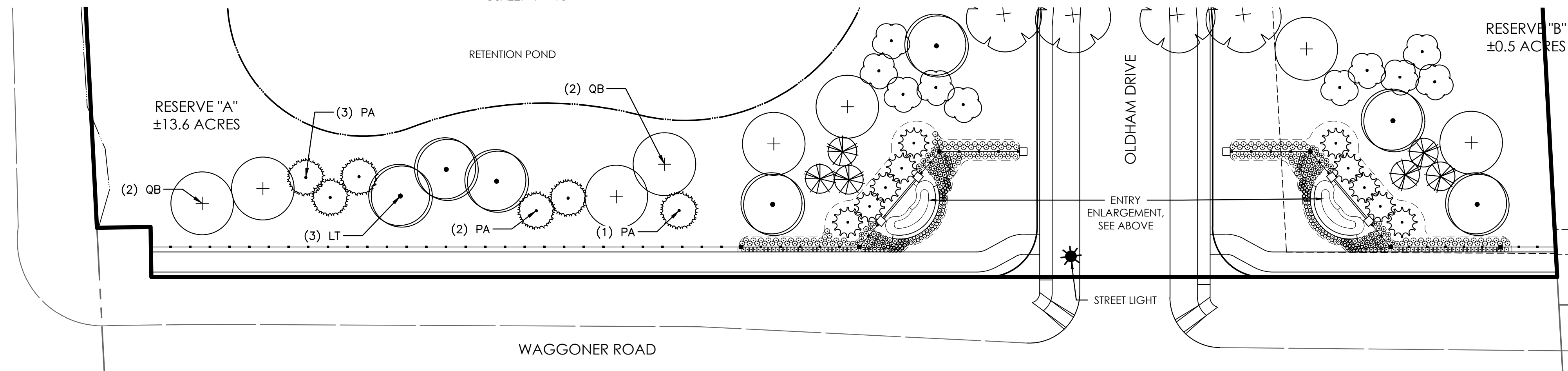


PLANT SCHEDULE ENTRY LANDSCAPE

TREES	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
LT	4	Liriodendron tulipifera Tulip Tree	2" Cal.	B&B
QB	4	Quercus bicolor Swamp White Oak	2" Cal.	B&B
EVERGREEN TREES	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
TP	10	Thuja plicata 'Green Giant' Green Giant Arborvitae	6' Ht.	B&B
ORNAMENTAL TREES	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
AG	6	Acer ginnala 'Flame' Flame Amur Maple	2" Cal.	B&B
CF	10	Cornus florida 'Cherokee Brave' Cherokee Brave Dogwood	2" Cal.	B&B
GRASSES	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
CK	107	Calamagrostis x acutiflora 'Karl Foerster' Feather Reed Grass	#2	Cont.
PM	106	Panicum virgatum 'Heavy Metal' Heavy Metal Switch Grass	#2	Cont.
PERENNIALS	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
EK	48	Echinacea purpurea 'Kim's Knee High' Kim's Knee High Purple Coneflower	#2	Cont.
EP	40	Echinacea purpurea 'Magnus' Magnus Purple Coneflower	#1	Cont.
WL	62	Nepeta x faassenii 'Walkers Low' Walkers Low Catmint	#2	Cont.
SA	68	Sedum x 'Autumn Joy' Autumn Joy Sedum	#1	Cont.
SC	64	Solidago x 'Solar Cascade' Solar Cascade Goldenrod	#2	Cont.
SHRUB AREAS	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
AN	158	Annua Area	#1	Cont.
JC	12	Juniperus chinensis sargentii Green Sargent Juniper	#3	Cont.
JH	43	Juniperus horizontalis 'Blue Chip' Blue Chip Juniper	#3	Cont.
JS	16	Juniperus sabina 'Buffalo' Buffalo Juniper	#3	Cont.

ENTRY ENLARGEMENT

SCALE: 1"=10'



WAGGONER ROAD FRONTAGE ENLARGEMENT

SCALE: 1"=30'

PLANT SCHEDULE WAGGONER ROAD FRONTAGE LANDSCAPE

TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONDITION
LT	3	Liriodendron tulipifera	Tulip Tree	2" Cal.	B&B
QB	4	Quercus bicolor	Swamp White Oak	2" Cal.	B&B
EVERGREEN TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONDITION
PA	6	Picea abies	Norway Spruce	8" Ht.	B&B

REVISIONS	
DATE	DESCRIPTION

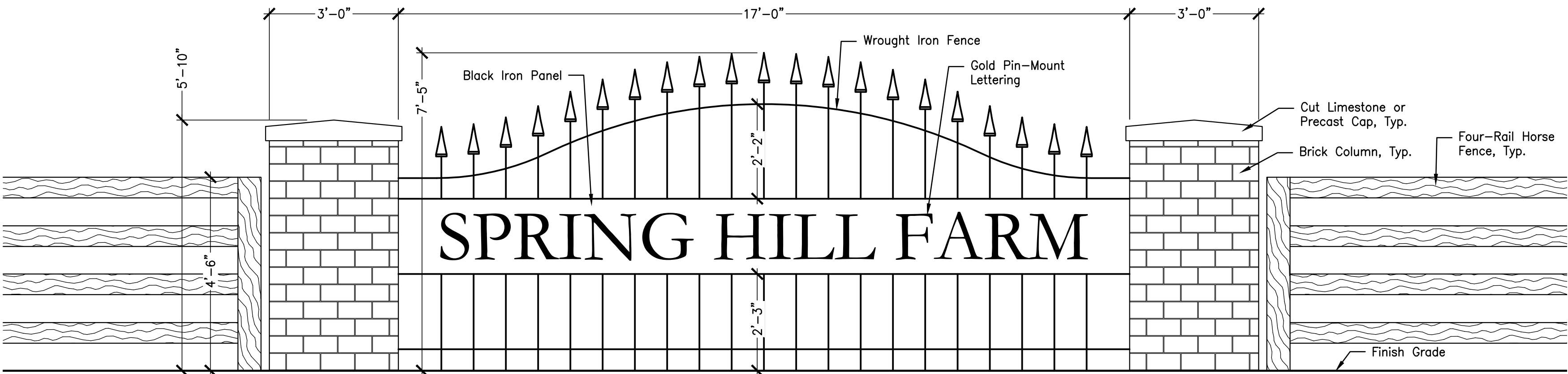
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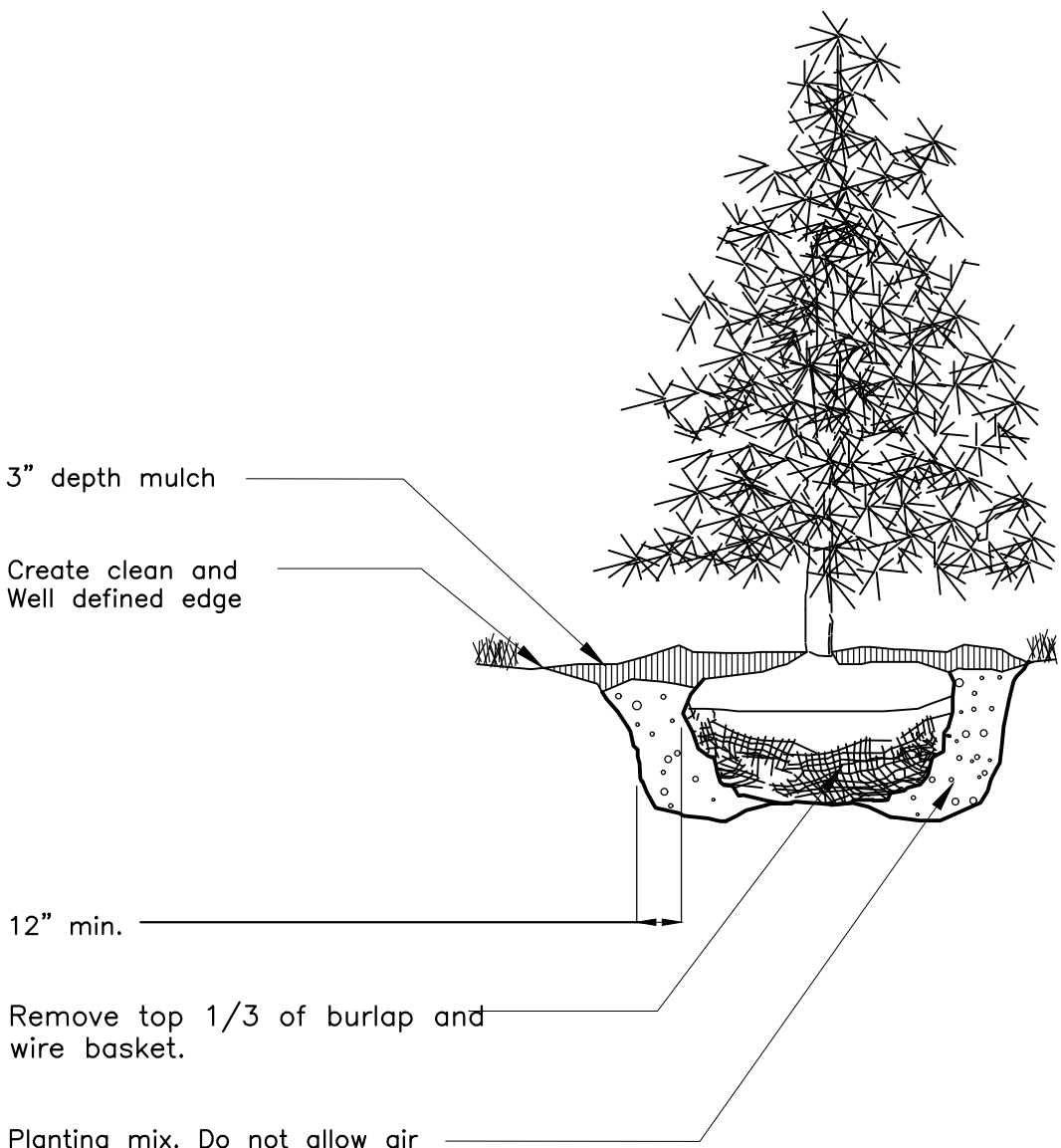
CITY OF REYNOLDSBURG, FRANKLIN COUNTY, OHIO
PRELIMINARY PLAT
FOR
SPRING HILL FARM
ENTRY LANDSCAPE ENLARGEMENT

LOCATED IN:
SECTIONS 5 AND 6, TOWNSHIP 16, RANGE 20
REFUGEE LANDS
CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

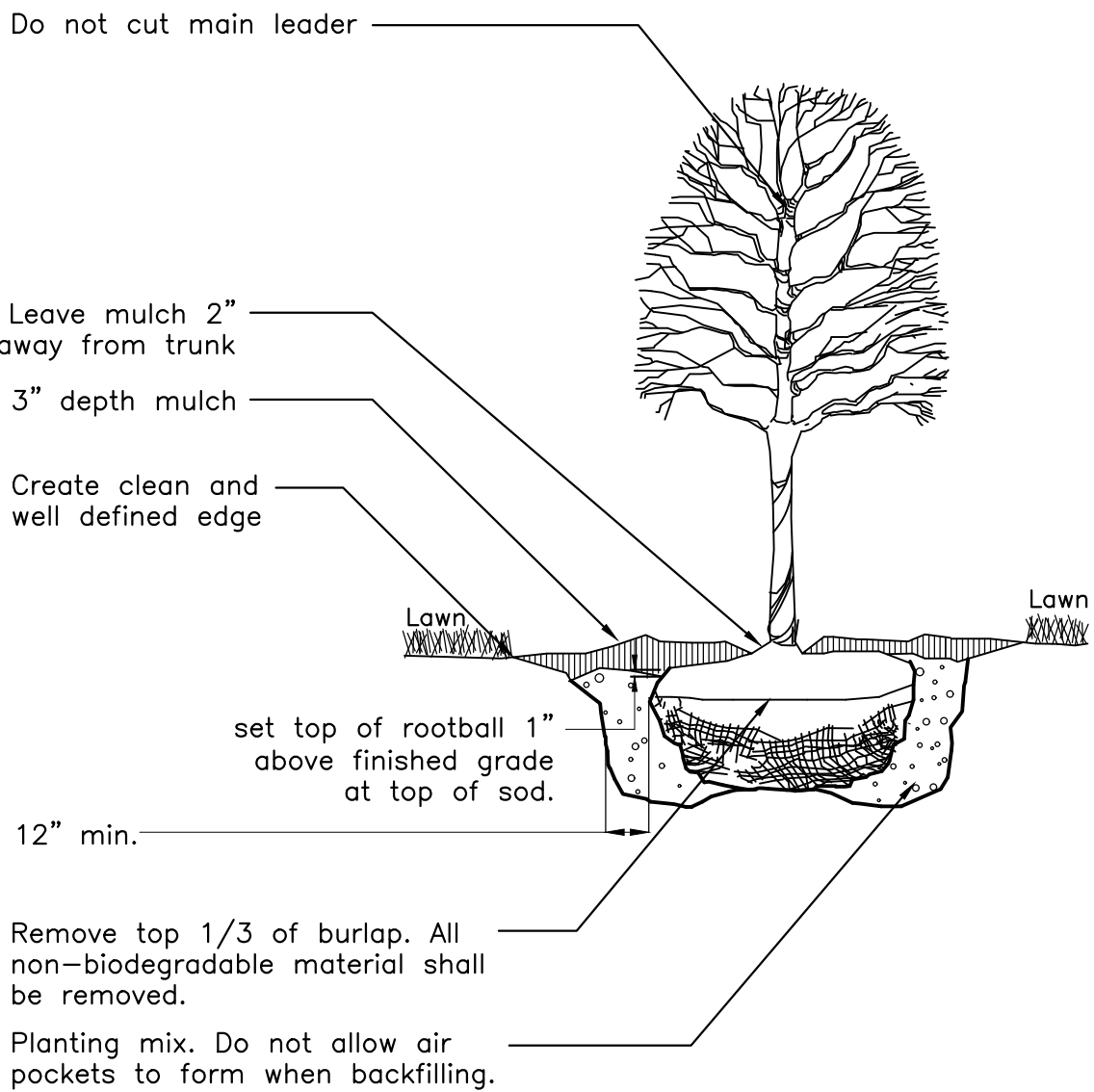
Date	Job No.
APRIL 27, 2020	20191171
Scale	Sheet
AS NOTED	11/12



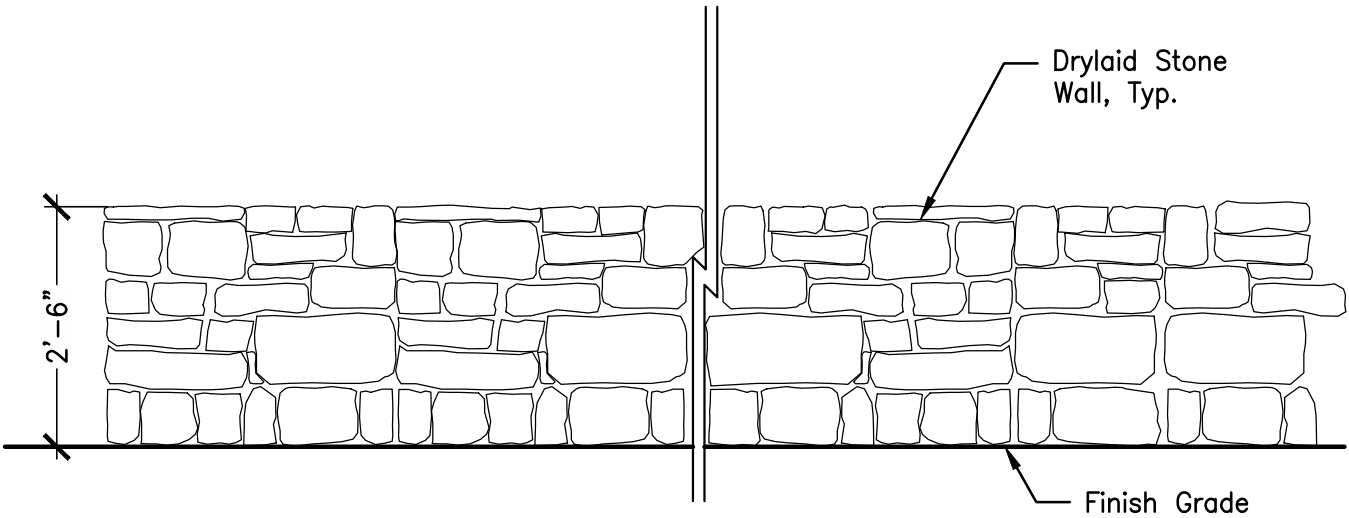
Entry Sign Detail
Scale: 1"=2'



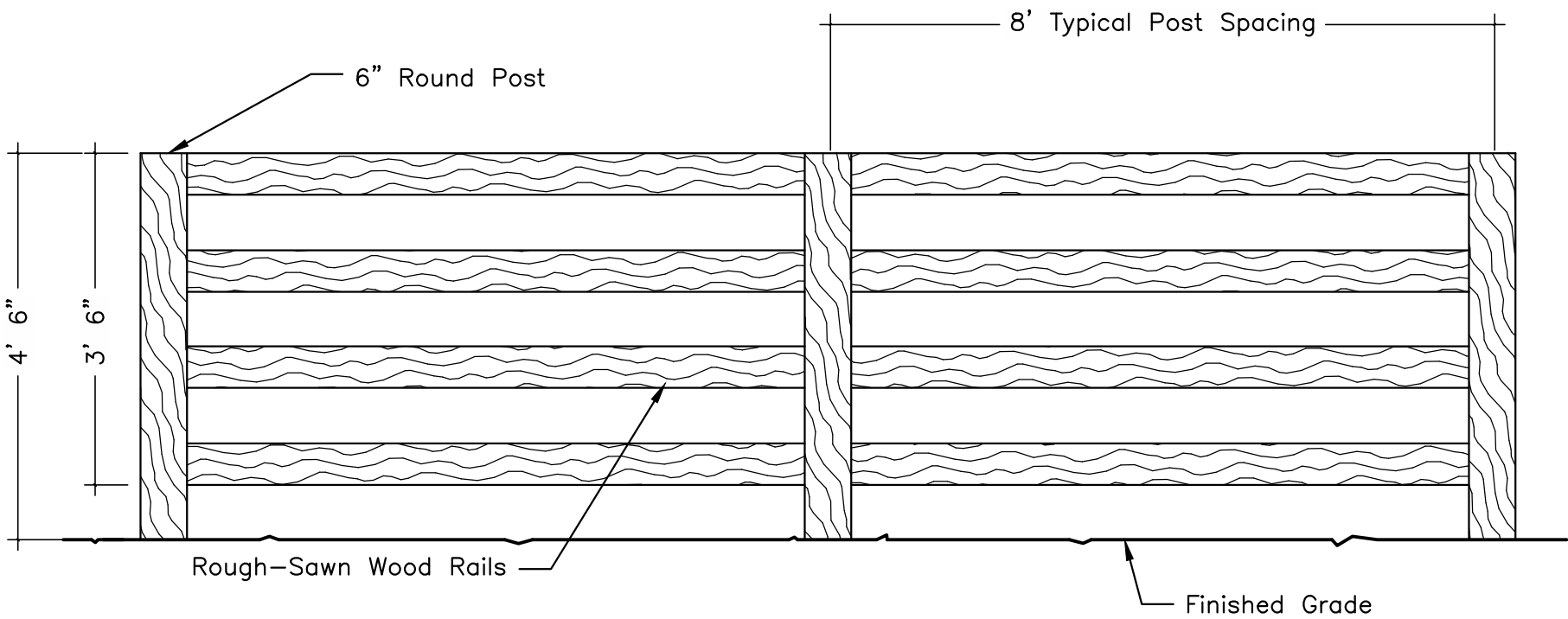
Evergreen Tree Planting
No Scale



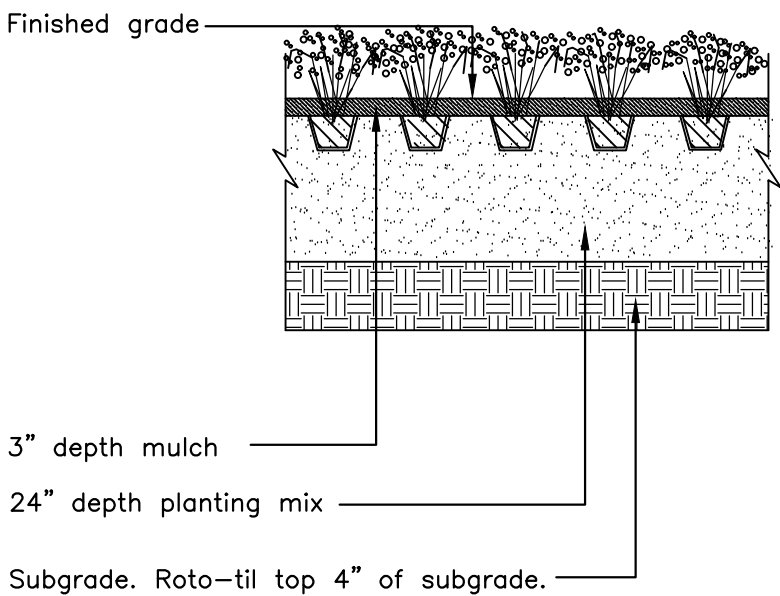
Deciduous Tree Planting
No Scale



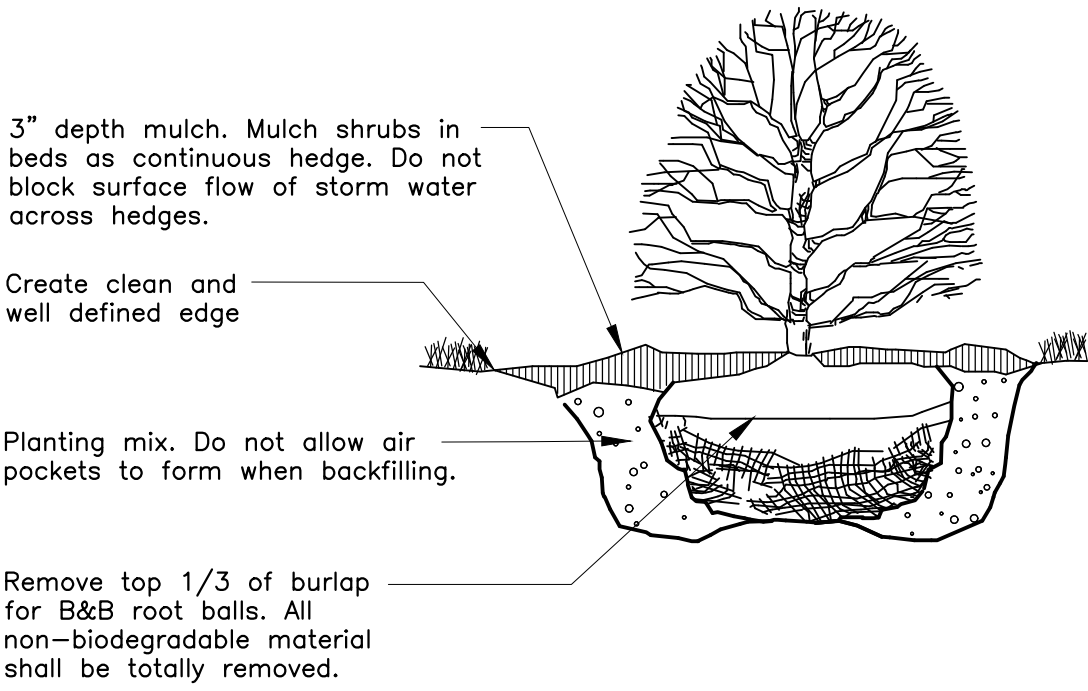
Dry-Laid Stone Wall Detail
Scale: 1"=2'



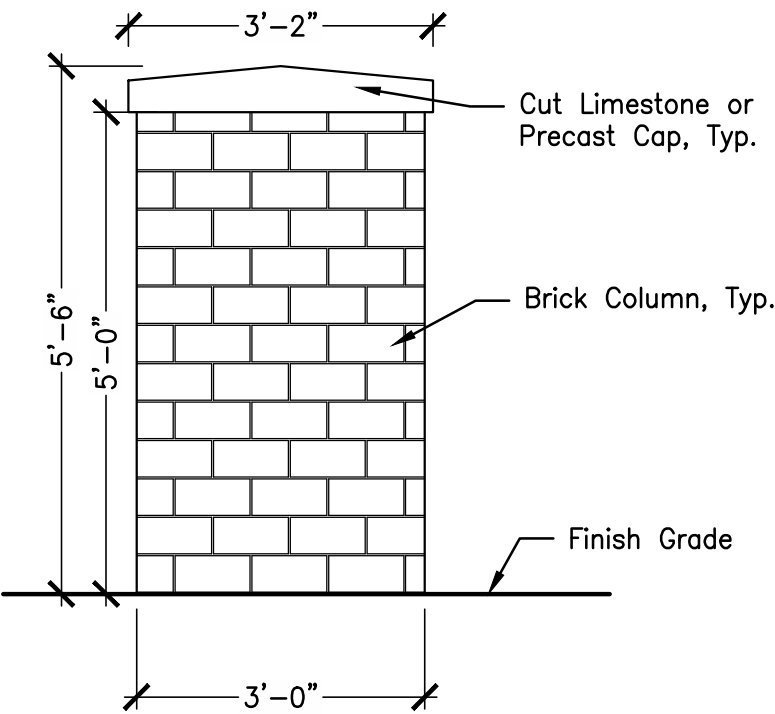
Four Rail Fence Detail
No Scale



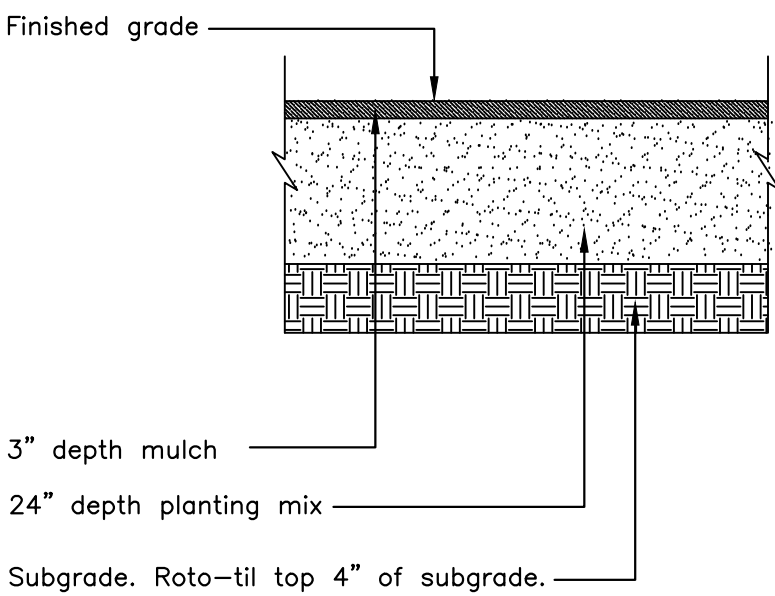
Perennial & Groundcover Planting
No Scale



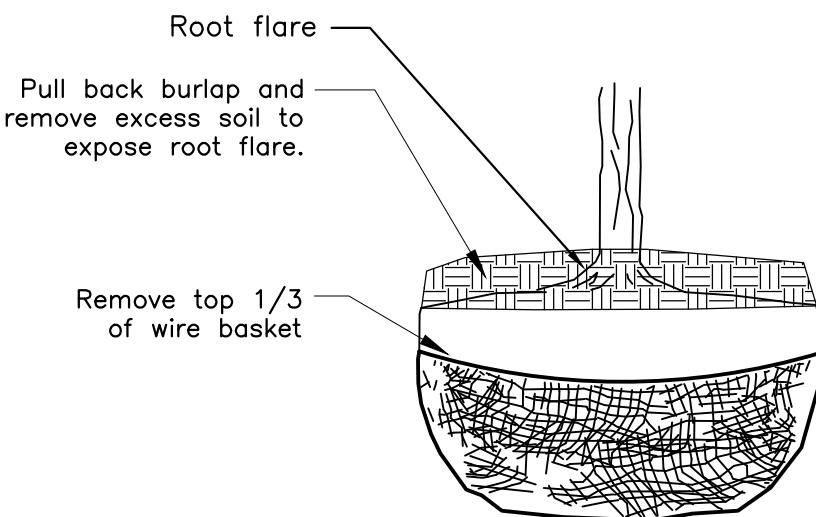
Shrub Planting
No Scale



Brick Column Detail
Scale: 1"=2'



Planting Area Establishment
No Scale



Rootball Preparation
No Scale

Disclaimer: All details are for illustrative purposes only.

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REVISIONS	
DATE	DESCRIPTION

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CITY OF REYNOLDSBURG, FRANKLIN COUNTY, OHIO
PRELIMINARY PLAT
FOR
SPRING HILL FARM
LANDSCAPE DETAILS

LOCATED IN:
SECTIONS 5 AND 6, TOWNSHIP 16, RANGE 20
REFUGEE LANDS
CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

Date	APRIL 27, 2020	Job No.	20191171
Scale	AS NOTED	Sheet	12/12

Smart Series Ashland



Elevation C



Elevation A

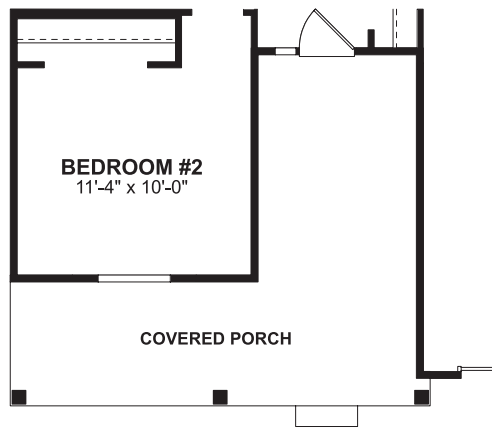
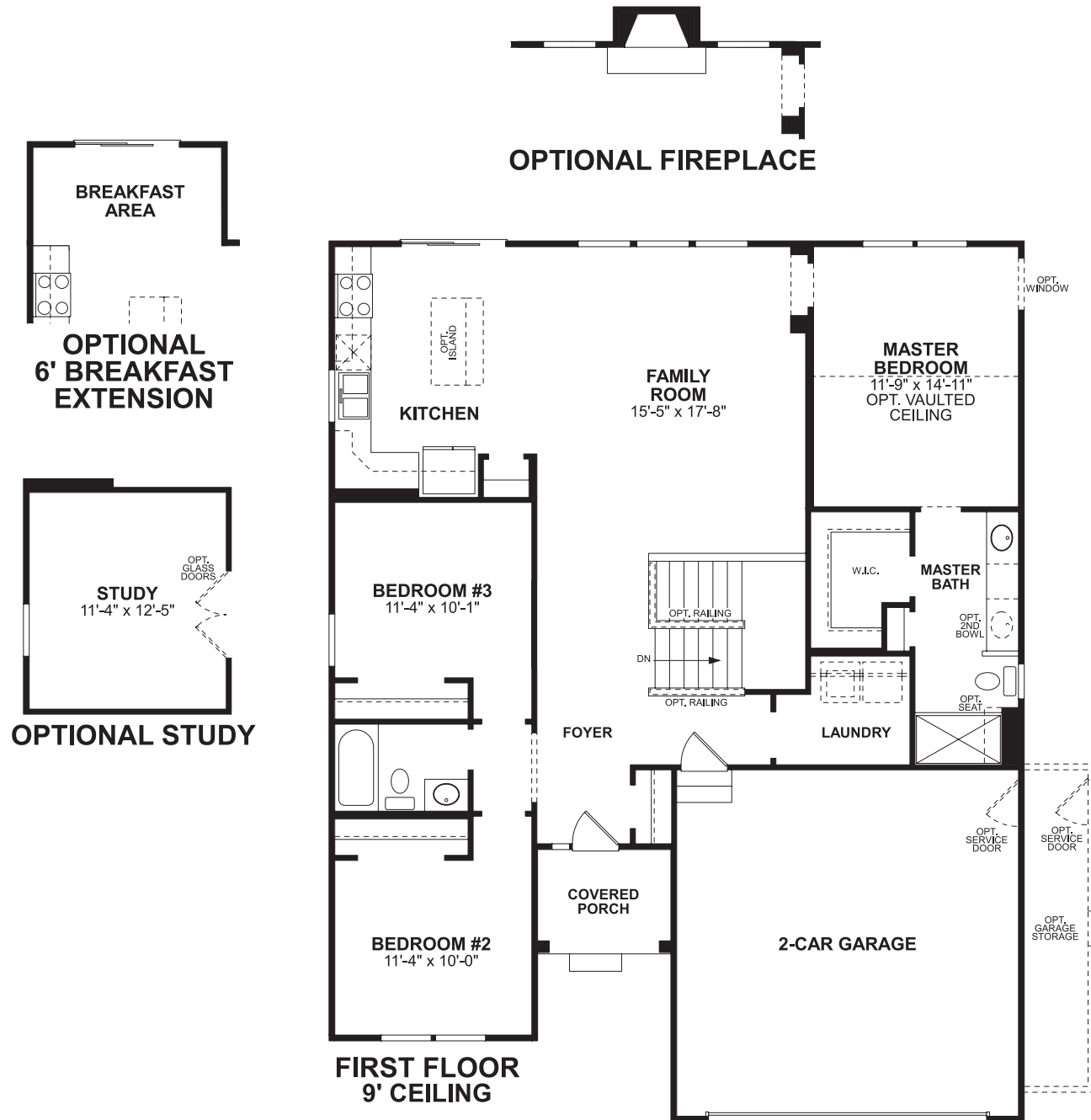


Elevation B

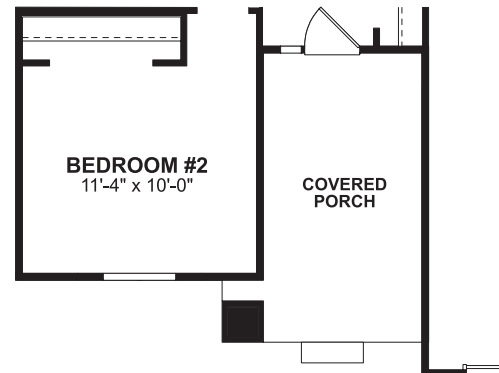
Square Feet: 1,440-1,512
Bedrooms: 3
Full Baths: 2

Half Baths: 0
Garages: 2
Stories: 1


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Welcome to Better



OPTIONAL ELEVATION B



OPTIONAL ELEVATION C

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Smart Series Bexley



Elevation C



Elevation A

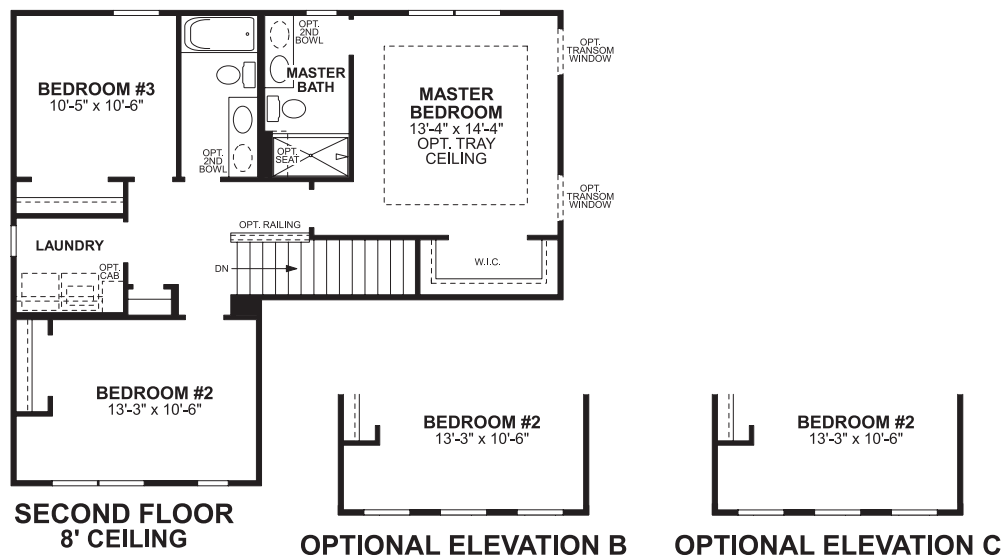
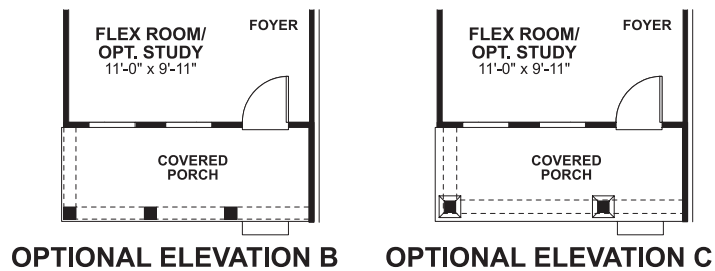
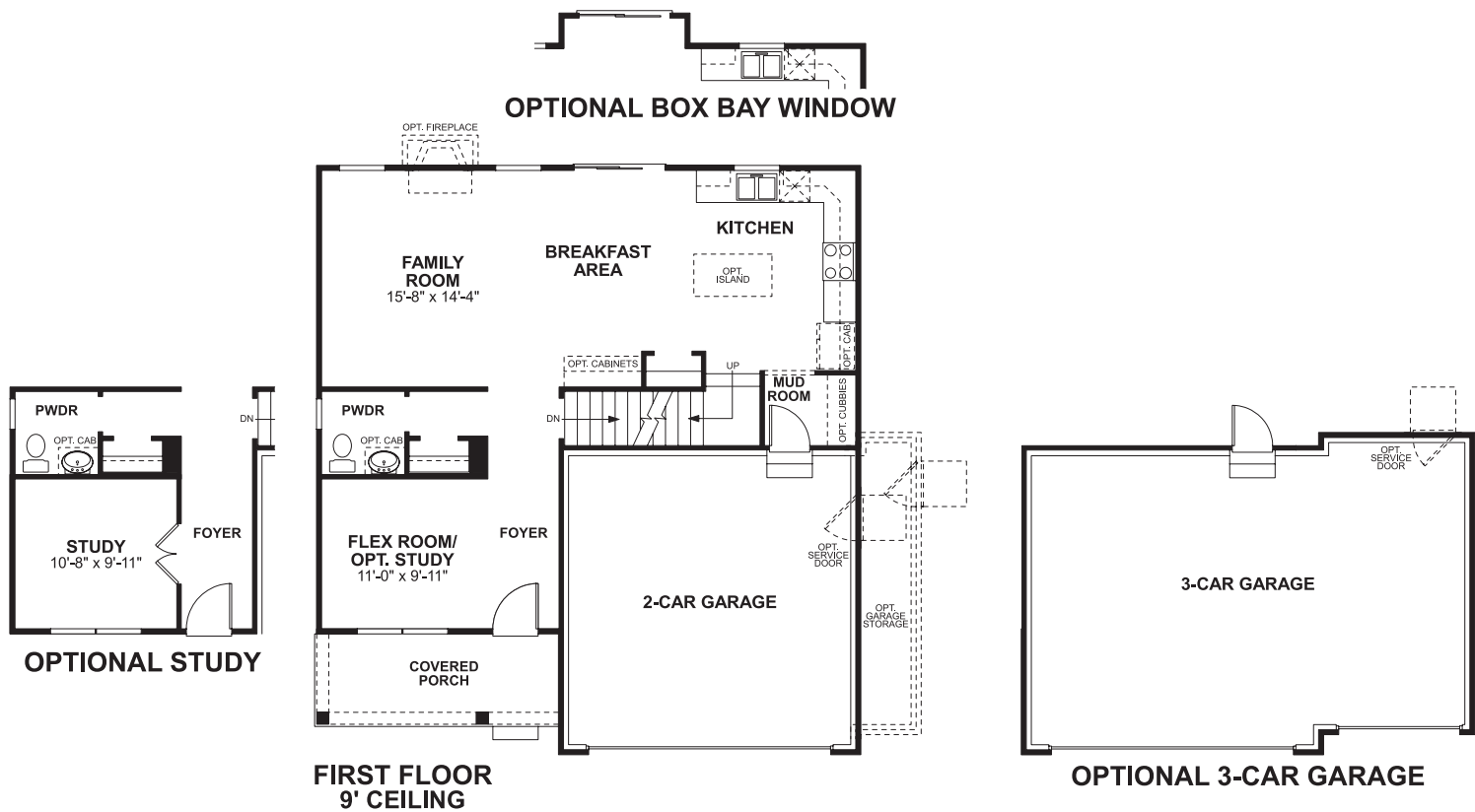


Elevation B

Square Feet: 1,711
Bedrooms: 3
Full Baths: 2

Half Baths: 1
Garages: 2-3
Stories: 2


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Smart Series Dearborn



Elevation C



Elevation A

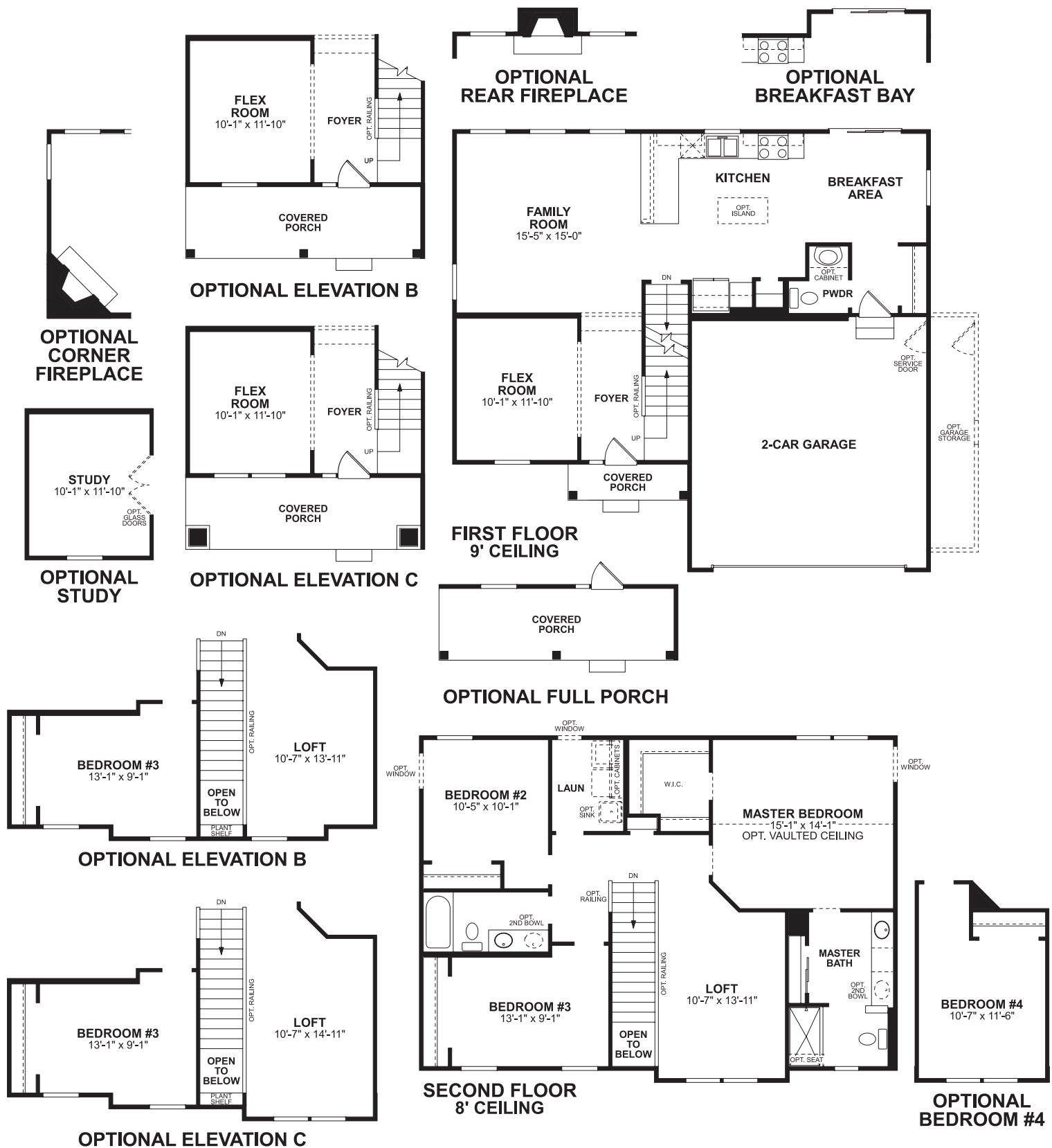


Elevation B

Square Feet: 1,948-1,978
Bedrooms: 3-4
Full Baths: 2

Half Baths: 1
Garages: 2
Stories: 2


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Smart Series Erie



Elevation C



Elevation A

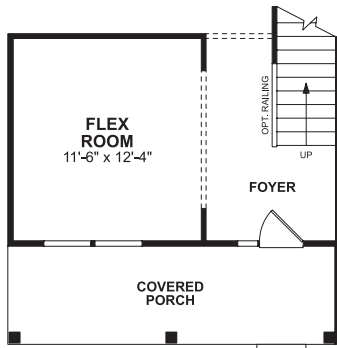


Elevation B

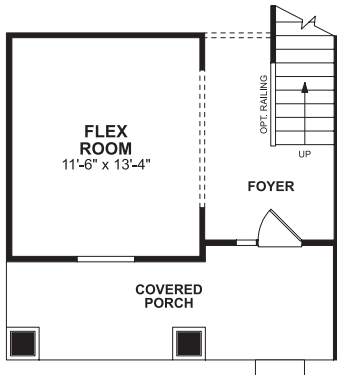
Square Feet: 2,161-2,499
Bedrooms: 3-4
Full Baths: 2

Half Baths: 1
Garages: 2
Stories: 2

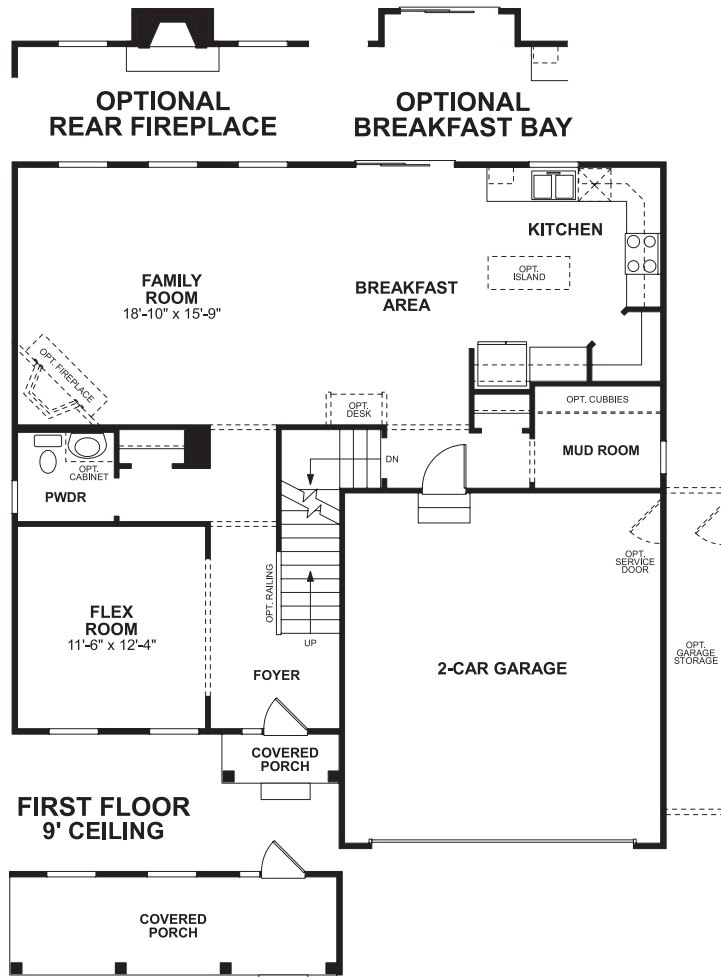
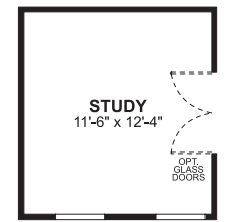

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OPTIONAL ELEVATION B



OPTIONAL ELEVATION C

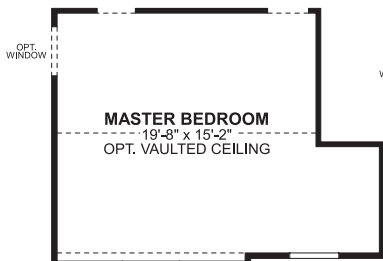
FIRST FLOOR
9' CEILING

OPTIONAL STUDY

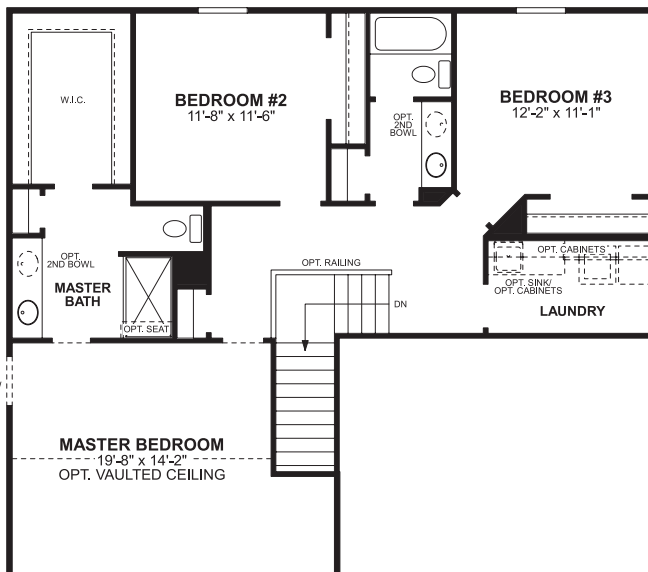
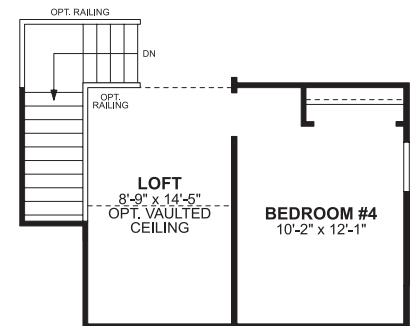
OPTIONAL FULL PORCH



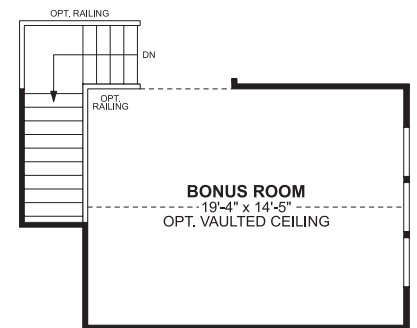
OPTIONAL ELEVATION B



OPTIONAL ELEVATION C

SECOND FLOOR
8' CEILING

OPTIONAL BEDROOM #4



OPTIONAL BONUS ROOM

Smart Series Findlay



Elevation A



Elevation B

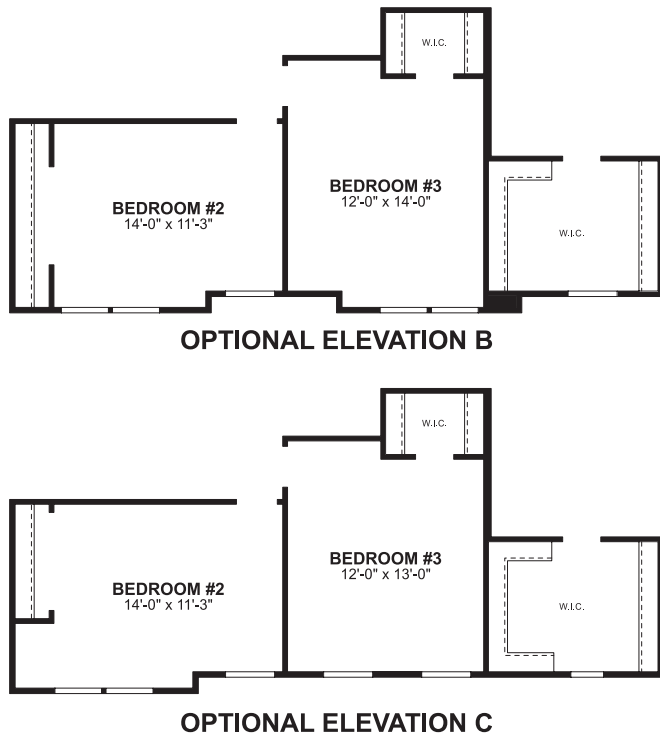
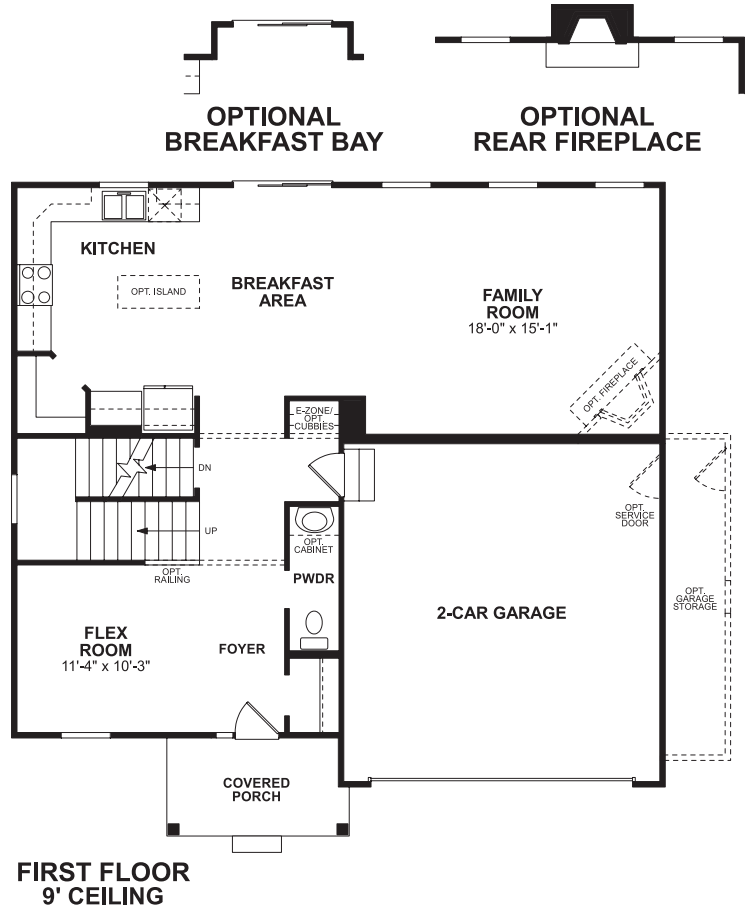
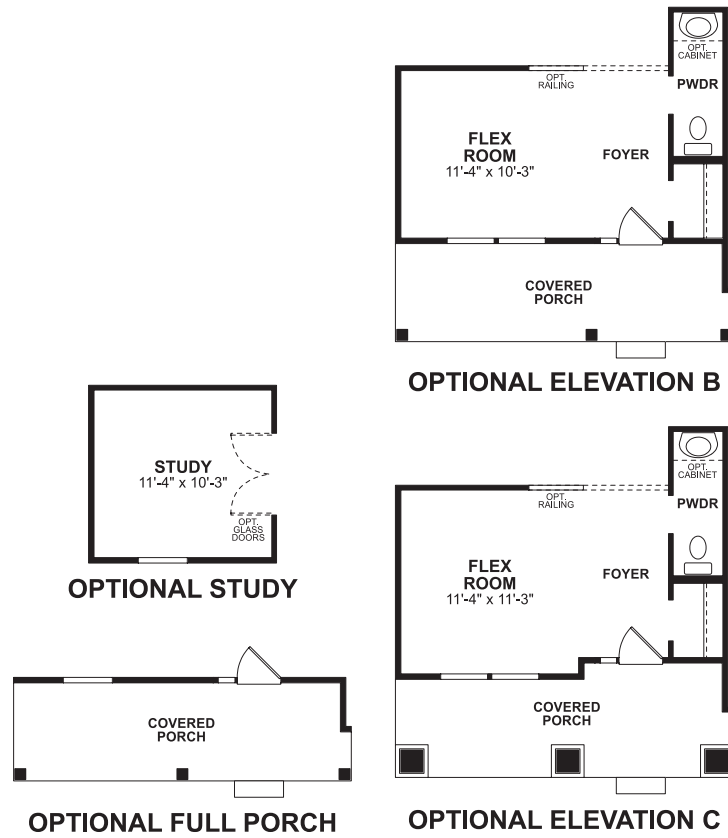


Elevation C

Square Feet: 2,3112-2,336
Bedrooms: 4
Full Baths: 2

Half Baths: 1
Garages: 2
Stories: 2


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Smart Series Fremont



Elevation C



Elevation A

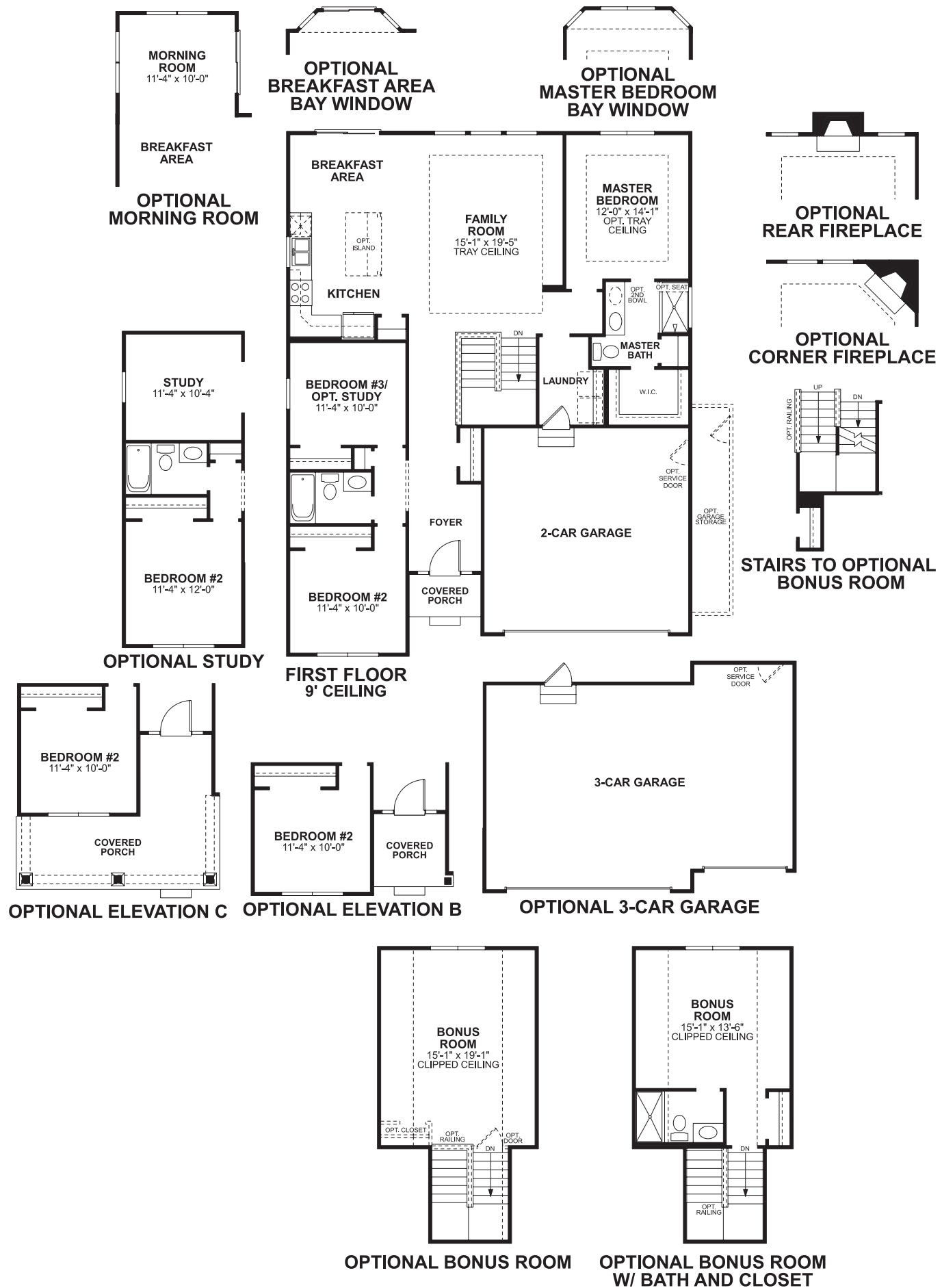


Elevation B

Square Feet: 1,523-1,976
Bedrooms: 3-4
Full Baths: 2-3

Half Baths: 0
Garages: 2
Stories: 2


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Smart Series Granville



Elevation A

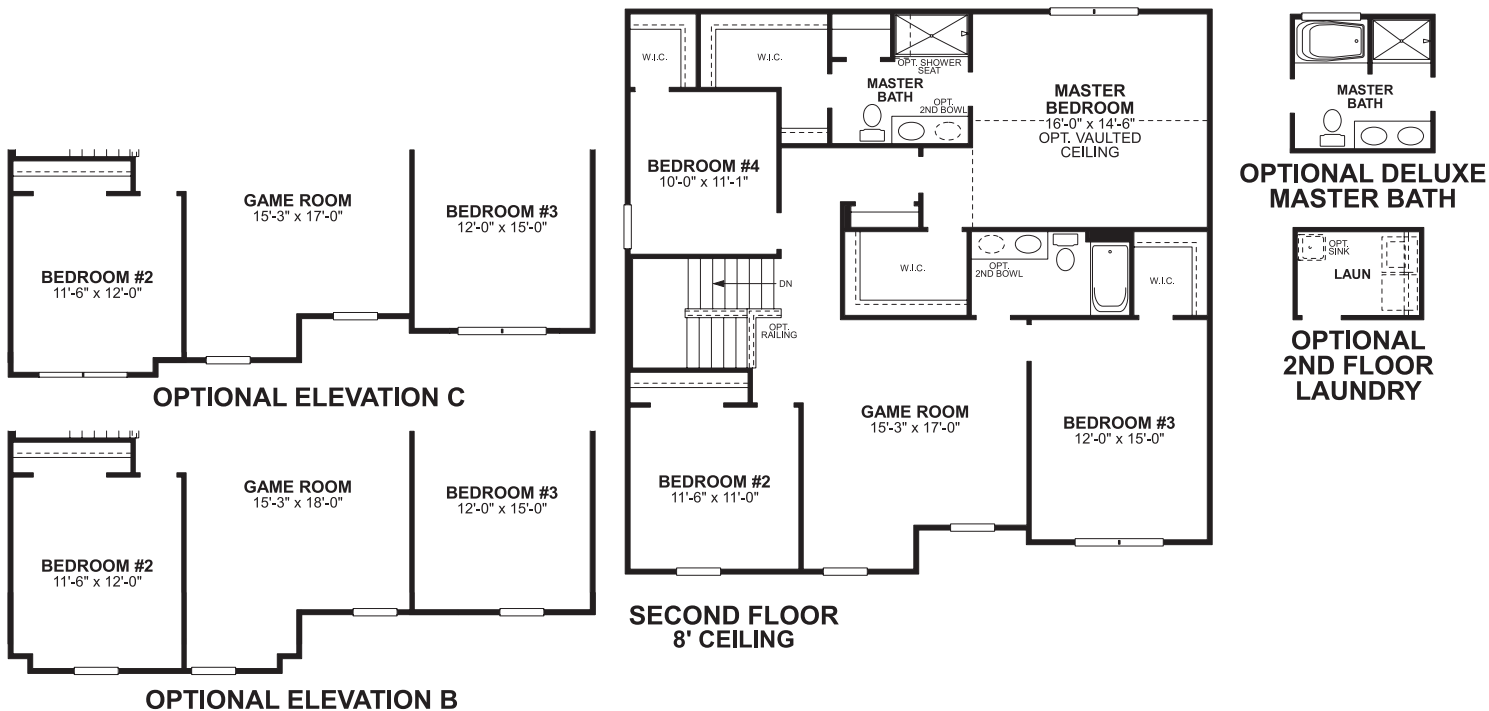


Elevation B

Square Feet: 2,549
Bedrooms: 4
Full Baths: 2

Half Baths: 1
Garages: 2-3
Stories: 2


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EQUAL HOUSING
OPPORTUNITY

Smart Series Hilliard



Elevation C - Shown w/Opt Stone Watertable



Elevation A



Elevation B

Square Feet: 2,207
Bedrooms: 3
Full Baths: 2

Half Baths: 1
Garages: 2-3
Stories: 2


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Smart Series Madison



Elevation A

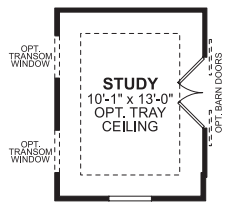


Elevation B

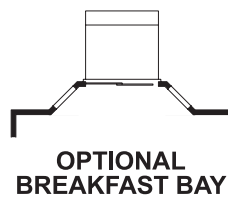
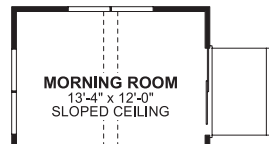
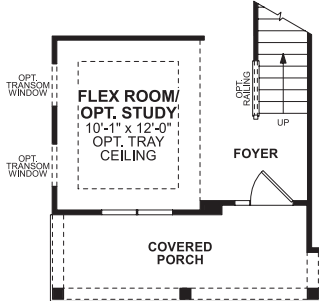
Square Feet: 2,450-2,611
Bedrooms: 4
Full Baths: 2

Half Baths: 1
Garages: 2-3
Stories: 2

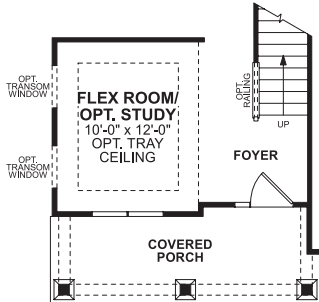

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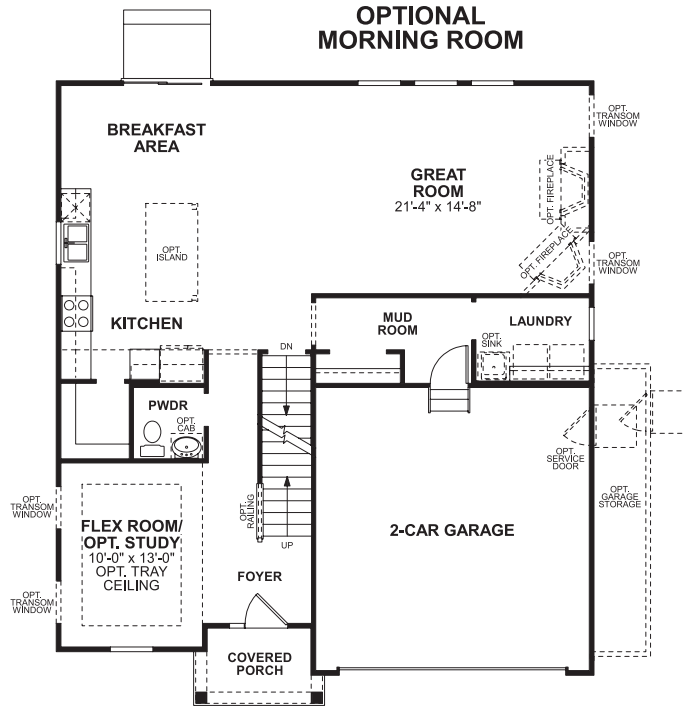
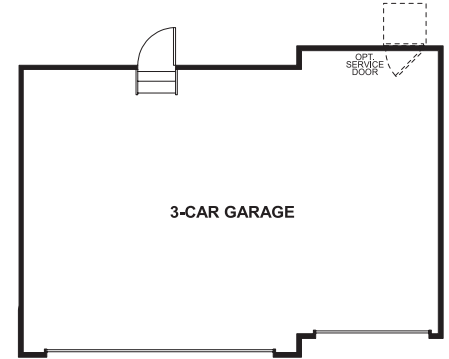
OPTIONAL STUDY

OPTIONAL
BREAKFAST BAYOPTIONAL
MORNING ROOM

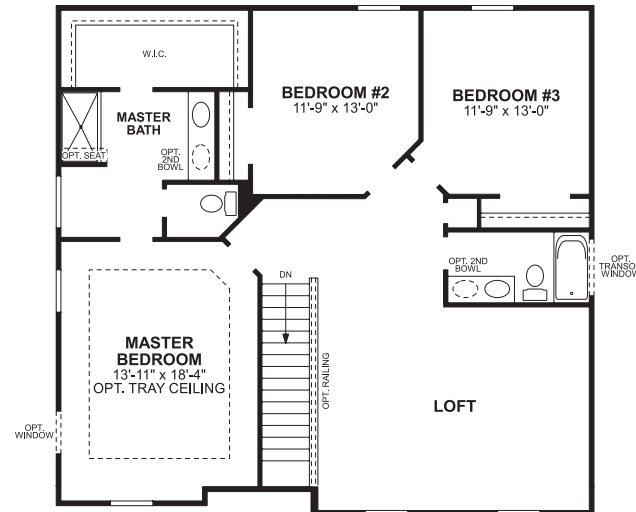
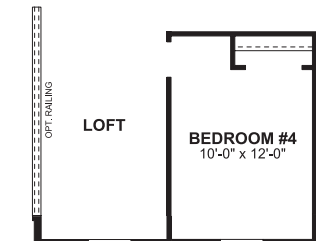
OPTIONAL ELEVATION B



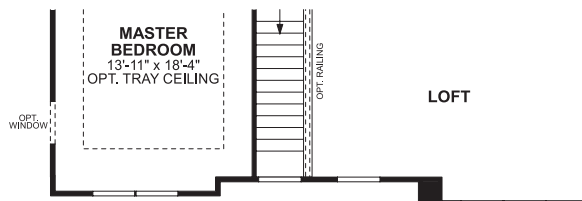
OPTIONAL ELEVATION C

FIRST FLOOR
9' CEILING

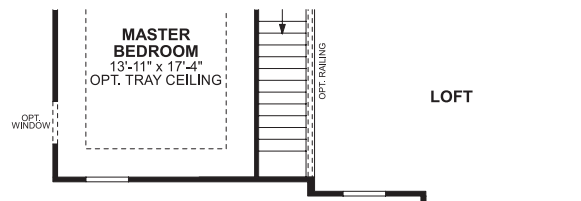
OPTIONAL 3-CAR GARAGE

OPTIONAL DELUXE
MASTER BATHSECOND FLOOR
8' CEILING

OPTIONAL BEDROOM #4



OPTIONAL ELEVATION B



OPTIONAL ELEVATION C

Smart Series Riverside



Elevation C



Elevation A

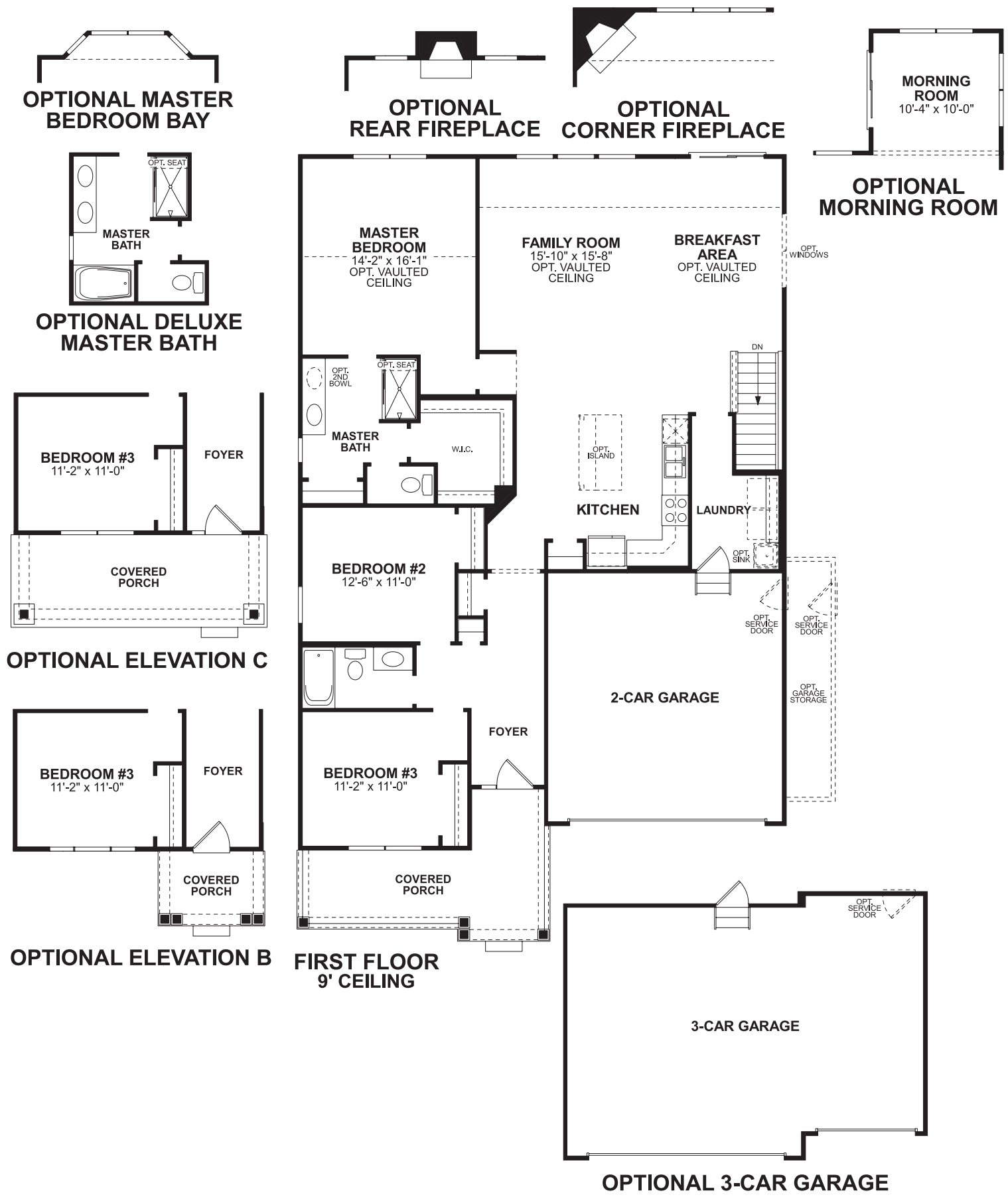


Elevation B

Square Feet: 1,805-1,932
Bedrooms: 3
Full Baths: 2

Half Baths: 0
Garages: 2
Stories: 1


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Smart Series Worthington



Elevation C - Shown w/Opt Stone Watertable



Elevation A

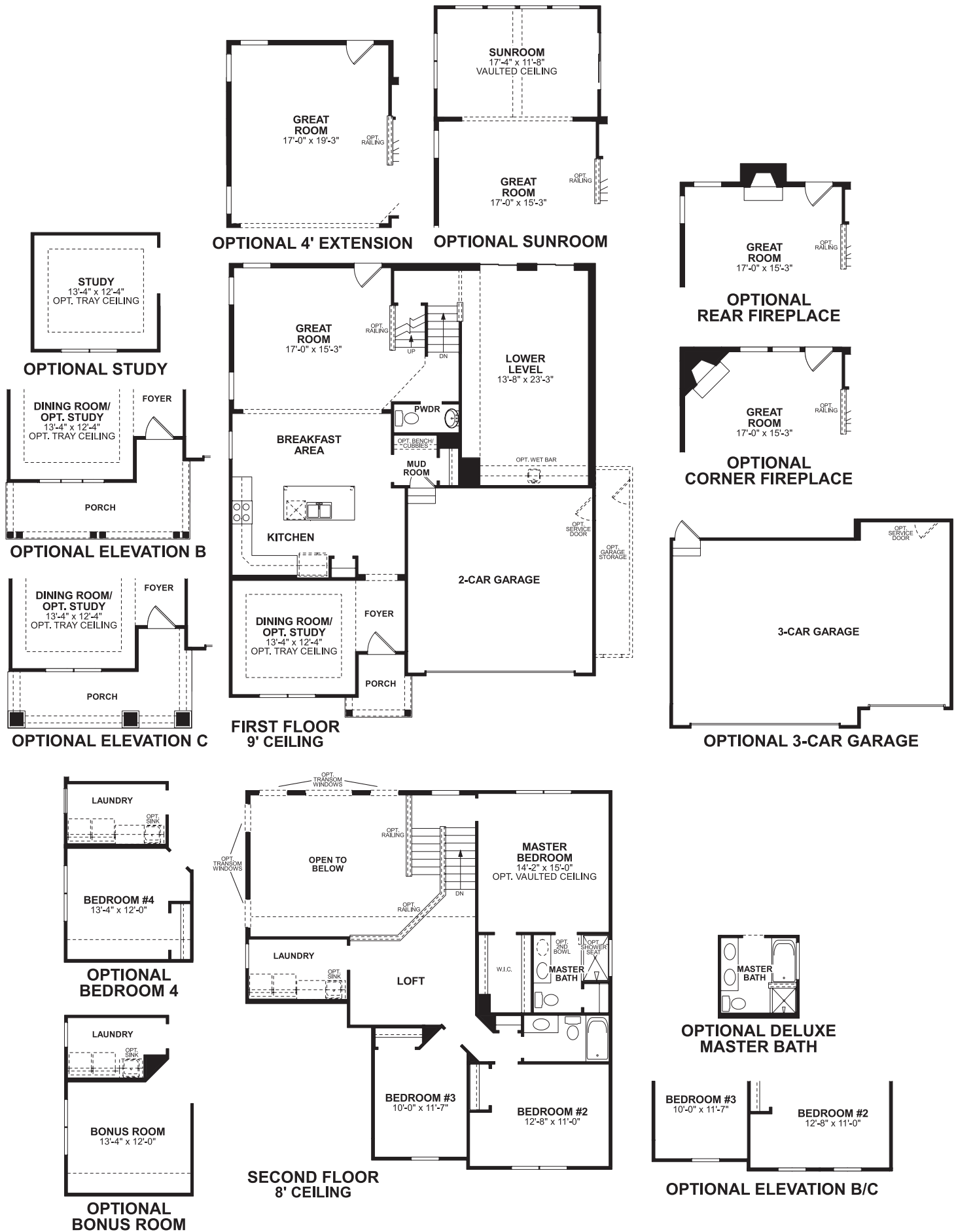


Elevation B

Square Feet: 2,406-2,862
Bedrooms: 3
Full Baths: 2

Half Baths: 1
Garages: 2-3
Stories: 2


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2428 Morse Raven Drive
Columbus, Ohio 43224
Parcel # 060-008584-00

S & P Rentals LLC
2700 E Dublin Granville Road
Columbus, Ohio 43231
Parcel # 060-008585-00
060-008454-00
060-008657-00

Theodore T and Jennifer A Thomas
7840 Rodebaugh Road
Reynoldsburg, Ohio 43068
Parcel # 060-008582-00

Edilawit E Workij and Mesafinit Mare
6283 Whenham Court
Reynoldsburg, Ohio 43068
Parcel # 060-008449-00

Robert and William Lynn Vanderwall
10706 Laplacida Drive Apt #1
Coral Springs, Florida 33065
Parcel # 060-008450-00

Jeffrey and Brittany Lyon
7868 Rodebaugh Road
Reynoldsburg, Ohio 43066
Parcel # 060-008451-00

Somsanith and Rungnapha Palino
7876 Rodebaugh Road
Reynoldsburg, Ohio 43068
Parcel # 060-008452-00

Douglas E and Un Suk Hager
7884 Rodebaugh Road
Reynoldsburg, Ohio 43068
Parcel # 060-008453-00

Woods at Reynoldsburg HOA Inc.
PO Box 395
Grove City, Ohio 43123
Parcel # 060-008500-00

Judith L Tod Allensworth
7981 Bellow Park Drive
Reynoldsburg, Ohio 43068
Parcel # 060-008659-00

Stephanie and Lane J Beougher
7991 Bellow Park Drive
Reynoldsburg, Ohio 43068
Parcel # 060-008658-00

Gregory J and Katharine J Davis
8011 Bellow Park Drive
Reynoldsburg, Ohio 43068
Parcel # 060-008656-00

Daniel P and Nancy A Griffin
8021 Bellow Park Drive
Reynoldsburg, Ohio 43068
Parcel # 060-008655-00

Herbert Jr and Cynthia A Leveringston
555 Bellow Park Court
Reynoldsburg, Ohio 43068
Parcel # 060-008654-00

Hastings M and Relindis Arbor
575 Bellow Park Court
Reynoldsburg, Ohio 43068
Parcel # 060-008652-00

Delane G and Shannon Y Hye
585 Bellow Park Court
Reynoldsburg, Ohio 43068
Parcel # 060-008651-00

Property Owners (within 150 feet)

George T Nkimbi and Mbenoh Nkemasong
595 Bellow Park Court
Reynoldsburg, Ohio 43068
Parcel # 060-008650-00

Seth S and Thea M Harms
8117 Reynoldswood Drive
Reynoldsburg, Ohio 43068
Parcel # 060-008692-00

Scott A and Marlene M Lovelace
592 Bellow Park Court
Reynoldsburg, Ohio 43068
Parcel # 060-008649-00

Donald L Jr and Roxanne C Lushbaugh
8119 Reynoldswood Drive
Reynoldsburg, Ohio 43068
Parcel # 060-008691-00

Gene D Jr. and Toni M Albrecht
8092 Reynoldswood Drive
Reynoldsburg, Ohio 43068
Parcel # 060-008638-00

Timothy J and Rebecca D Feldman
8123 Reynoldswood Drive
Reynoldsburg, Ohio 43068
Parcel # 060-008690-00

Joseph H and Tammy E Meyers
8105 Reynoldswood Drive
Reynoldsburg, Ohio 43068
Parcel # 060-008637-00

William E and Barbara E Sams
8125 Reynoldswood Drive
Reynoldsburg, Ohio 43068
Parcel # 060-008689-00

Jessie L and Betty L Tatum
8109 Reynoldswood Drive
Reynoldsburg, Ohio 43068
Parcel # 060-008696-00

Karl E and Teresa M Hellstrom
8127 Reynoldswood Drive
Reynoldsburg, Ohio 43068
Parcel # 060-008688-00

Richard C and Sherry L Kirby
8111 Reynoldswood Drive
Reynoldsburg, Ohio 43068
Parcel # 060-008695-00

Jeremy L and Brittany L Solomon
8129 Reynoldswood Drive
Reynoldsburg, Ohio 43068
Parcel # 060-008687-00

Larry W and Chekitha
8113 Reynoldswood Drive
Reynoldsburg, Ohio 43068
Parcel # 060-008694-00

Peter and Thongrbay Phonhphaseuth
8131 Reynoldswood Drive
Reynoldsburg, Ohio 43068
Parcel # 061-000022-00

Deborah J Furey
8115 Reynoldswood Drive
Reynoldsburg, Ohio 43068
Parcel # 060-008693-00

8135 Reynoldswood Drive
Reynoldsburg, Ohio 43068
Parcel # 061-000021-00

Property Owners (within 150 feet)

John W and Tina J Barnett
8137 Reynoldswood Drive
Reynoldsburg, Ohio 43068
Parcel # 061-000020-00

Willard and Karen L Lyons
8139 Reynoldswood Drive
Reynoldsburg, Ohio 43068
Parcel # 061-000019-00

Trenna P Briscoe Trustee
8141 Reynoldswood Drive
Reynoldsburg, Ohio 43068
Parcel # 061-000018-00

Donald H Jr and Lynn M Pepper
8145 Reynoldswood Drive
Reynoldsburg, Ohio 43068
Parcel # 061-000017-00

City of Reynoldsburg Ohio
7232 E Main Street
Reynoldsburg, Ohio 43068
Parcel # 061-000058-00

William Joseph and Amanda Wahler
8371 Rodebuagh Road
Reynoldsburg, Ohio 43068
Parcel # 061-000006-00

Daniel R and Carolyn L Jones
8377 Rodebuagh Road
Reynoldsburg, Ohio 43068
Parcel # 061-000005-00

Floyd E and Peggy M Wolford
8383 Rodebuagh Road
Reynoldsburg, Ohio 43068
Parcel # 061-000004-00

Donna Kay Long
874 Hilton Drive
Reynoldsburg, Ohio 43068
Parcel # 060-003809-00

Robert J and Becky S Williams
884 Hilton Drive
Reynoldsburg, Ohio 43068
Parcel # 060-003803-00

Valentina Kapinos
885 Hilton Drive
Reynoldsburg, Ohio 43068
Parcel # 060-003811-00

Robert F Jr and Christine A Messaros
875 Hilton Drive
Reynoldsburg, Ohio 43068
Parcel # 060-003810-00

William A and Patricia C Bates
2546 Burgandy Lane
Reynoldsburg, Ohio 43068
Parcel # 060-003812-00

Robert G Anderson
8188 Maugham Drive
Reynoldsburg, Ohio 43068
Parcel # 060-003813-00

Ryan R and Caseil L Phillips
7490 Broadwyn Drive
Reynoldsburg, Ohio 43068
Parcel # 060-003814-00

James D and Tina M Cassell Trustee
8168 Maugham Drive
Reynoldsburg, Ohio 43068
Parcel # 060-003815-00

Property Owners (within 150 feet)

Charles J and Marie m Cochran
8158 Maugham Drive
Reynoldsburg, Ohio 43068
Parcel # 060-003816-00

Alexander R and Katelyn Rieser
8148 Maugham Drive
Reynoldsburg, Ohio 43068
Parcel # 060-003817-00

Ray Willow
8138 Maugham Drive
Reynoldsburg, Ohio 43068
Parcel # 060-003818-00

Kristen A Brown
8128 Maugham Drive
Reynoldsburg, Ohio 43068
Parcel # 060-003819-00

Home SFR Borrower IV LLC
3505 Koger Boulevard Suite 400
Duluth, Georgia, 30096
Parcel # 060-003820-00

Corey Tennant and Shannon Zimmerman
8988 Coral canyon Circle
Reynoldsburg, Ohio 43068
Parcel # 060-003821-00

Gary S McKillip
8100 Maugham Drive
Reynoldsburg, Ohio 43068
Parcel # 060-003822-00

Kristopher J Kane
8088 Maugham Drive
Reynoldsburg, Ohio 43068
Parcel # 060-003823-00

Scott M Young
8078 Maugham Drive
Reynoldsburg, Ohio 43068
Parcel # 060-003824-00

Anthony Dean and Alicia Gruenther
8064 Maugham Drive
Reynoldsburg, Ohio 43068
Parcel # 060-008803-00

Christopher L and Robin R Dalrymple
8052 Marble Park Avenue
Reynoldsburg, Ohio 43068
Parcel # 060-008802-00

Lukunku Pasco Nkolu and Clemence M
Nkotanzo
8040 Marble Park Avenue
Reynoldsburg, Ohio 43068
Parcel # 060-008801-00

Chali, Bhakta and Padam Mahat
8028 Marble Park Avenue
Reynoldsburg, Ohio 43068
Parcel # 060-008800-00

Claudette and Rodney J Carter
8018 Marble Park Avenue
Reynoldsburg, Ohio 43068
Parcel # 060-008799-00

Gabbriel E and Kendall L Howard
8008 Marble Park Avenue
Reynoldsburg, Ohio 43068
Parcel # 060-008798-00

Monique E and Jason M Leatherman
7998 Marble Park Avenue
Reynoldsburg, Ohio 43068
Parcel # 060-008797-00

Property Owners (within 150 feet)

William D Edmonds
7988 Marble Park Avenue
Reynoldsburg, Ohio 43068
Parcel # 060-008796-00

Stanley A and Iman A Hunt
795 Sandroek Avenue
Reynoldsburg, Ohio 43068
Parcel # 060-008788-00

Khadka, Bhim, Bishnu and Bir M Biswa
7978 Marble Park Avenue
Reynoldsburg, Ohio 43068
Parcel # 060-008795-00

David F and Sydney F Pallone
805 Sandroek Avenue
Reynoldsburg, Ohio 43068
Parcel # 060-008787-00

JAG
7968 Marble Park Avenue
Reynoldsburg, Ohio 43068
Parcel # 060-008794-00

Leslie E and Crystal Davies
775 Tricolor Drive
Reynoldsburg, Ohio 43068
Parcel # 060-008786-00

Shaun M and Heather C Slisher
7958 Marble Park Avenue
Reynoldsburg, Ohio 43068
Parcel # 060-008793-00

Arthur Baer Trustee
777 Waggoner Road
Reynoldsburg, Ohio 43068
Parcel # 263-000924-00

Mark W and Melissa P Emerson
7948 Marble Park Avenue
Reynoldsburg, Ohio 43068
Parcel # 060-008792-00

Judy L Le, Mark A and Mathew L Brammer
207 River Forest Road
Pataskala, Ohio 43062
Parcel # 263-000926-00

James E and Judith L Lytle
7938 Marble Park Avenue
Reynoldsburg, Ohio 43068
Parcel # 060-008791-00

Steven Hatton and Tami Williams
7600 Asden Court
Reynoldsburg, Ohio 43068
Parcel # 060-009300-00

Armenak N Stepanian and Yelena Nersesian
7928 Marble Park Avenue
Reynoldsburg, Ohio 43068
Parcel # 060-008790-00

Rhoderick C Griffin and Kenton G Griffin
and Laurel J Sample
704 Waggoner Road
Reynoldsburg, Ohio 43068
Parcel # 263-000151-00

Scott A and Kanah J Heckman
7918 Marble Park Avenue
Reynoldsburg, Ohio 43068
Parcel # 060-008789-00

263-000153-00
263-000151-00
263-000174-00

Property Owners (within 150 feet)

Robert J and Margaret M Holomuzki
730 Waggoner Road
Reynoldsburg, Ohio 43068
Parcel # 263-000244-00

Brook M and Scott A Martin
8399 Rodebaugh Road
Reynoldsburg, Ohio 43068
Parcel # 013-027414-00.115

Rhoderick C Griffin Trustee
704 Waggoner Road
Reynoldsburg, Ohio 43068
Parcel # 263-002400-00

Richard and Kristin L Martino
835 Lucerne Drive
Reynoldsburg, Ohio 43068
Parcel # 013-030180-00.190

Mohammad Mannan and Fatema Akhter
7766 Amelia Drive
Reynoldsburg, Ohio 43068
Parcel # 060-007815-00

Nicole N Kerr
681 Corgi Drive
Reynoldsburg, Ohio 43068
Parcel # 013-030180-00.189

Noah B and Emily E Jones
699 Waggoner Road
Reynoldsburg, Ohio 43068
Parcel # 263-000917-00

Kathryn L Edmister
691 Corgi Drive
Reynoldsburg, Ohio 43068
Parcel # 013-030180-00.188

Bernard L Moyer
579 Waggoner Road
Reynoldsburg, Ohio 43068
Parcel # 263-001182-00

Gita Adhikari
699 Corgi Drive
Reynoldsburg, Ohio 43068
Parcel # 013-030180-00.187

TY Newberry
563 Waggoner Road
Reynoldsburg, Ohio 43068
Parcel # 263-001829-00

Jose A and Teresa Zamora
707 Corgi Drive
Reynoldsburg, Ohio 43068
Parcel # 013-030180-00.186

Tammy J Hall
555 Waggoner Road
Reynoldsburg, Ohio 43068
Parcel # 263-001224-00

Jannine Jakubisin
721 Corgi Drive
Reynoldsburg, Ohio 43068
Parcel # 013-030180-00.185

LICKING COUNTY

Dominic Pallone
8387 Rodebaugh Road
Reynoldsburg, Ohio 43068
Parcel # 013-027414-00.116

American Homes 4 Rent Properties
Seven LLC
737 Corgi Drive
Reynoldsburg, Ohio 43068
Parcel # 013-030180-00.184

Property Owners (within 150 feet)

Yohannes C Asfaw
745 Corgi Drive
Reynoldsburg, Ohio 43068
Parcel # 013-030180-00.183

Sharon K Stone
751 Corgi Drive
Reynoldsburg, Ohio 43068
Parcel # 013-030180-00.147

Larry B Steffey
761 Ardennes Court
Reynoldsburg, Ohio 43068
Parcel # 013-030180-00.146

Deo Adhikari Et al
773 Ardennes Court
Reynoldsburg, Ohio 43068
Parcel # 013-030180-00.145

Jonathan R Prater
777 Ardennes Court
Reynoldsburg, Ohio 43068
Parcel # 013-030180-00.144

Jason M and Jodi Slattery
787 Ardennes Court
Reynoldsburg, Ohio 43068
Parcel # 013-030180-00.143

Nathan R Sherman
8318 Priestley Drive
Reynoldsburg, Ohio 43068
Parcel # 013-030180-00.132

Rick A and Sandra L Stapleton
8316 Priestley Drive
Reynoldsburg, Ohio 43068
Parcel # 013-030180-00.131

Nar P Dhakal
8312 Priestley Drive
Reynoldsburg, Ohio 43068
Parcel # 013-030180-00.130

Anthony D and Silvia V Graves
8310 Priestley Drive
Reynoldsburg, Ohio 43068
Parcel # 013-030180-00.129

Jason M Stone
8306 Priestley Drive
Reynoldsburg, Ohio 43068
Parcel # 013-030180-00.128

Nicholas T and Keylee M Unger
8302 Priestley Drive
Reynoldsburg, Ohio 43068
Parcel # 013-030180-00.127

Jeffrey Michael and Alicia Frey
8296 Priestley Drive
Reynoldsburg, Ohio 43068
Parcel # 013-030180-00.126

Joce Obednikovski
8292 Priestley Drive
Reynoldsburg, Ohio 43068
Parcel # 013-030180-00.125

Jit and Tika Bhujel
8286 Priestley Drive
Reynoldsburg, Ohio 43068
Parcel # 013-030180-00.124

118.18 ACRES

Situated in the State of Ohio, County of Franklin, Township of Truro, in Sections 5 and 6, Township 16, Range 20, Refugee Lands, being part of that 122.282 acre tract of land conveyed to Kenton G. Griffin and Laurel J. Sample by deeds of record in Instrument Numbers 201705120064720 and 201705120064721 and Rhoderick C. Griffin, Trustee by deed of record in Instrument Number 201705300071557 (all references are to the records of the Recorder's Office, Franklin County, Ohio, unless otherwise noted) and more particularly bounded and described as follows:

BEGINNING at the northwesterly corner of the subdivision entitled "Taylor Ridge Section 6", of record in Plat Book 15, Page 1 (Licking County), in the southerly line of the subdivision entitled "Woods at Reynoldsburg Section 3 Part 1", of record in Plat Book 92, Page 86, in the common line of Franklin and Licking Counties;

Thence South $04^{\circ} 22' 49''$ West, with the westerly line of said "Taylor Ridge Section 6", the westerly line of the subdivision entitled "Taylor Ridge Section 5", of record in Plat Book 14, Page 365 (Licking County), and said County line, a distance of 1289.67 feet to a point;

Thence South $04^{\circ} 00' 41''$ West, continuing with the westerly line of said "Taylor Ridge Section 6", the westerly line of the subdivision entitled "Taylor Ridge Section 5", of record in Plat Book 14, Page 365 (Licking County), and said County line, a distance of 351.66 feet to the northeasterly corner of the subdivision entitled "Ludlow Subdivision", of record in Plat Book 33, Page 72;

Thence North $86^{\circ} 09' 57''$ West, with the northerly line of said "Ludlow Subdivision", a distance of 1327.97 feet to a point in the easterly line of the subdivision entitled "Quarry Park Section 3 Part 3", of record in Plat Book 102, Page 68;

Thence with the boundary of said subdivision the following courses and distances:

North $06^{\circ} 28' 48''$ East, a distance of 85.95 feet to a point;

North $85^{\circ} 43' 09''$ West, a distance of 1350.37 feet to a point; and

South $03^{\circ} 38' 33''$ West, a distance of 86.57 feet to the northeasterly corner of that 18.452 acre tract conveyed to Arthur Baer, Trustee by deed of record in Instrument Number 201803290041085;

Thence North $86^{\circ} 17' 22''$ West, with the northerly line of said 18.452 acre tract, a distance of 588.73 feet to the southeasterly corner of that 5 acre tract conveyed to Judy L. Brammer by deeds of record in Deed Book 3361, Page 16 and Instrument Number 201807260099908;

Thence North 04° 05' 57" East, with the easterly lines of said 5 acre tract and that 5.454 acre tract conveyed to Steven Hatton and Tami Williams by deed of record in Instrument Number 201101050002631, a distance of 689.66 feet to the northeasterly corner of said 5.454 acre tract;

Thence South 86° 11' 27" East, with the southerly line of that 0.5 acre tract conveyed as Parcel Three to Rhoderick C. Griffin, Kenton G. Griffin, and Laurel J. Sample by deed of record in Instrument Number 201705120064718, a distance of 76.77 feet to the southeasterly corner thereof;

Thence North 04° 31' 24" East, with the easterly line of said 0.5 acre tract, a distance of 81.15 feet to the southwesterly corner of that 5.002 acre tract conveyed as Parcel 1 to Rhoderick C. Griffin, Trustee by deed of record in Instrument Number 201705300071557;

Thence South 86° 09' 18" East, with the southerly line of said 5.002 acre tract and crossing said 122.282 acre tract, a distance of 1019.77 feet to a point;

Thence crossing said 122.282 acre tract the following courses and distances:

North 05° 17' 50" East, a distance of 530.15 feet to a point;

South 67° 23' 26" West, a distance of 10.83 feet to a point;

North 84° 14' 46" West, a distance of 33.87 feet to a point;

North 36° 21' 48" West, a distance of 17.70 feet to a point;

North 09° 34' 11" West, a distance of 23.75 feet to a point;

North 61° 59' 46" West, a distance of 14.13 feet to a point;

South 69° 04' 25" West, a distance of 25.79 feet to a point;

South 33° 19' 19" West, a distance of 12.32 feet to a point;

South 61° 37' 54" West, a distance of 21.92 feet to a point;

South 46° 03' 04" West, a distance of 45.03 feet to a point;

South 54° 40' 56" West, a distance of 36.78 feet to a point;

South 70° 47' 49" West, a distance of 22.15 feet to a point;

South 07° 30' 30" West, a distance of 38.96 feet to a point;

South 50° 21' 16" West, a distance of 68.38 feet to a point;

South 62° 58' 35" West, a distance of 20.30 feet to a point;

South 84° 28' 29" West, a distance of 20.71 feet to a point;

North 72° 17' 35" West, a distance of 66.46 feet to a point;

North 83° 06' 22" West, a distance of 64.42 feet to a point;

South 61° 53' 24" West, a distance of 29.69 feet to a point;

South 40° 13' 07" West, a distance of 67.21 feet to a point;

South 01° 14' 16" East, a distance of 24.50 feet to a point;

Thence North 86° 08' 45" West, with the northerly line of said 5.002 acre tract, a distance of 1156.46 feet to a point in the easterly right-of-way line of Waggoner Road;

Thence with said easterly right-of-way line the following courses and distances:

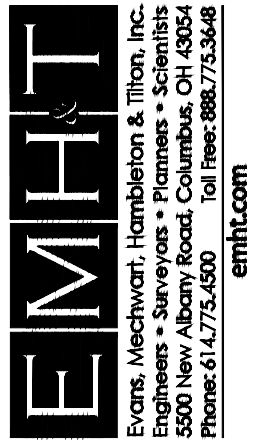
North 06° 57' 19" East, a distance of 560.73 feet to a point;

South 83° 58' 34" East, a distance of 20.00 feet to a point; and

North 05° 53' 49" East, a distance of 21.41 feet to a point in the southerly right-of-way line of Rodebaugh Road;

Thence South 85° 56' 38" East, partly with said southerly right-of-way line, partly with the southerly line of that 0.673 acre tract conveyed to City of Reynoldsburg, Ohio by deed of record in Instrument Number 200308190261909, partly with the southerly line of the subdivision entitled "The Park at Waggoner Section 1 Part 1", of record in Plat Book 92, Page 67, partly with the southerly line of the subdivision entitled "The Park at Waggoner Section 2 Part 1", of record in Plat Book 98 Page 85, partly with the southerly line of the subdivision entitled "The Park at Waggoner Section 2 Part 3", of record in Plat Book 99, Page 92, partly with the southerly line of the subdivision entitled "Woods at Reynoldsburg Section 4 Part 2", of record in Plat Book 100, Page 47, partly with the southerly line of said "Woods at Reynoldsburg Section 3 Part 1", a distance of 3749.40 feet to the POINT OF BEGINNING, containing 118.18 acres of land, more or less.

DATE:	APRIL 27, 2020
REVISED:	
REVISED:	
REVISED:	
REVISED:	
REVISED:	
REVISED:	



PREPARED BY:



PREPARED FOR:

EXISTING CONDITIONS PLAN

MAJOR SITE PLAN FOR SPRING HILL FARM SECTIONS 5 AND 6, TOWNSHIP 16, RANGE 20 REFUGEE LANDS CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

Attachment: C-1 Existing Conditions Plan (App #2020-5085, 700, 704, & 706 Waggoner Road, M/I Homes of Central Ohio, LLC)

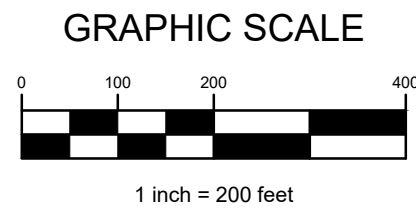
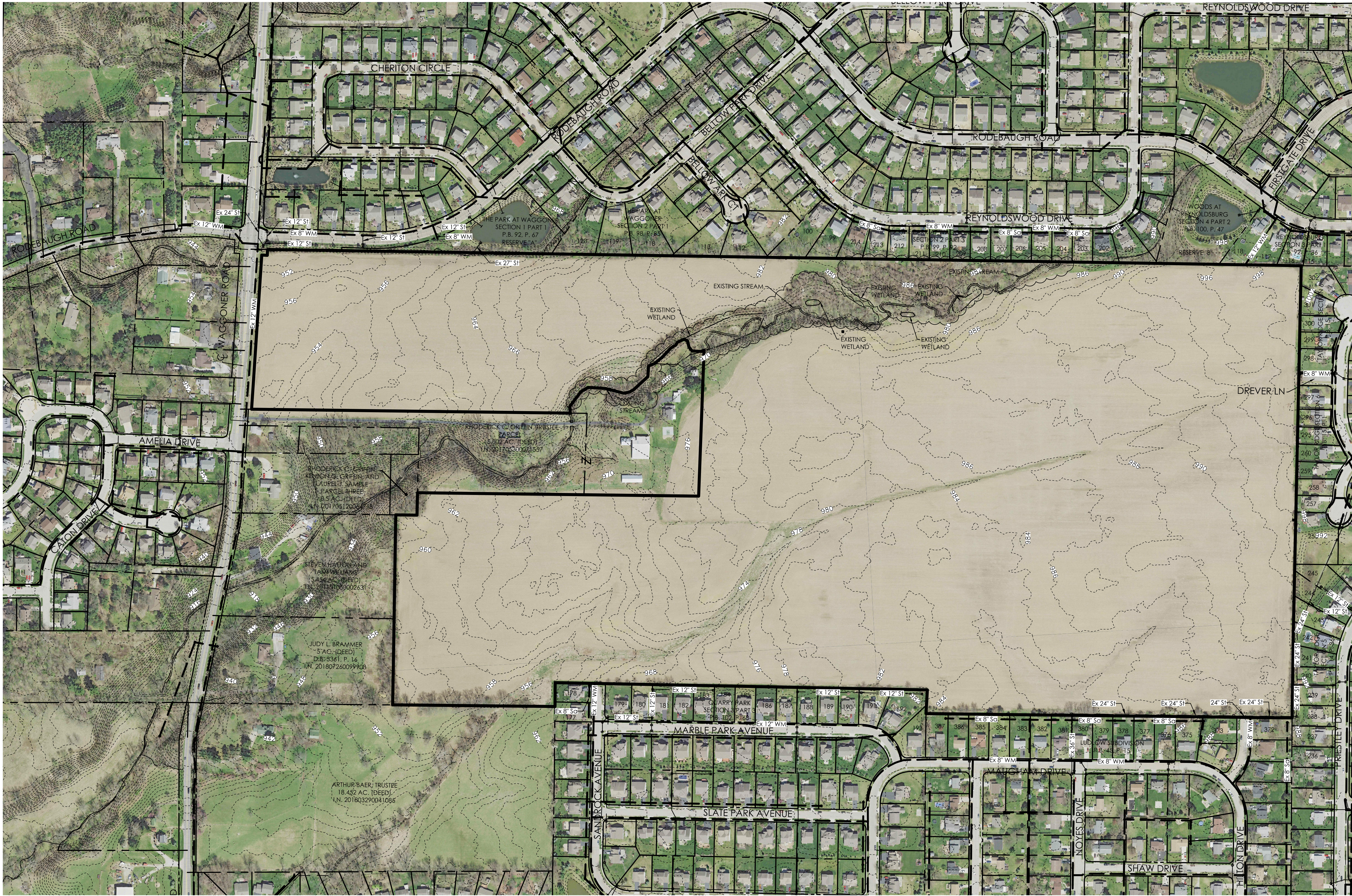


EXHIBIT "C-1"



Engineers, Surveyors, Planners, Scientists

February 28, 2020

Mr. Joel West
Land Manager
M/I Homes of Central Ohio
3 Easton Oval, Suite 310
Columbus, OH 43219

**Subject: Preliminary Investigation – Griffin Tract – Truro Township, Franklin County, Ohio – EMH&T
Project Number 2019-1171**

Dear Mr. West,

EMH&T conducted a Preliminary Investigation (PI) for Waters of the United States on the property located east of Waggoner Road and south of Rodebaugh Road in Truro Township, Franklin County, Ohio (Exhibit 1). The approximately 118-acre subject property is comprised of active agricultural fields, a grassy drainage swale, and a forested riparian corridor.

Literature Review

As shown on Exhibit 2, the subject property is mapped between the elevations of 960 feet and 1,000 feet (National Geodetic Vertical Datum) according to the United States Geological Survey (USGS) 7.5' Series *Reynoldsburg, Ohio* (USGS, Revised 1994) quadrangle. Three drainageways are mapped on the subject property: one in the southeast portion, one in the northwest portion, and one near the center of the subject property. No other drainageways, marsh symbols, or open water ponds are mapped on the subject property.

A hydric soil is a soil that is saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions that favor the growth and regeneration of hydrophytic vegetation [USDA Soil Conservation Service (SCS), 1985]. The mapped soils are listed in Table 1 along with their hydric status. As shown on the Web Soil Survey for Franklin County, Ohio (Exhibit 3A), Pewamo silty clay loam, low carbonate till, 0 to 2 percent slopes (Pm) is listed as a hydric soil [Natural Resources Conservation Service (NRCS), 2019] on the subject property. Alexandria silt loam, 12 to 18 percent slopes, eroded (AdD2) is a non-hydric soil. All other soils on the property are non-hydric soils containing hydric inclusions in depressions and drainageways, as indicated in Table 1.

Table 1. Hydric Status of Onsite Soils

Mapped Soil Unit	Hydric	Hydric Inclusions	Location of Hydric Inclusions
Alexandria silt loam, 12 to 18 percent slopes, eroded (AdD2)	Non-hydric	-	-
Bennington silt loam, 0 to 2 percent slopes (BeA)	Partially hydric	Condit, 5% Pewamo, 9%	Depressions, drainageways
Bennington silt loam, 2 to 6 percent slopes (BeB)	Partially hydric	Condit, 3% Pewamo, 3%	Depressions, drainageways
Cardington silt loam, 2 to 6 percent slopes (Crd1B1)	Partially hydric	Condit, 4% Pewamo, 3%	Depressions, drainageways
Cardington silt loam, 6 to 12 percent slopes, eroded (Crd1C2)	Partially hydric	Condit, 4%	Depressions, drainageways
Pewamo silty clay loam, low carbonate till, 0 to 2 percent slopes (Pm)	Hydric	-	-

February 28, 2020

The *Soil Survey for Franklin County, Ohio* (Exhibit 3B) shows two drainageways flowing through the subject property and one flowing along the northwest property boundary (USDA, 1992). No marsh symbols or open water ponds are mapped for the subject property.

The Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) was reviewed for the subject property (FEMA Map Number 39049C0356K, 2008). The entirety of the subject property lies within Zone X (unshaded), which are areas mapped outside the 500-year floodplain.

The United States Fish and Wildlife Service's (USFWS) National Wetland Inventory (NWI) online mapping system was reviewed for the subject property (USFWS, 2019). No NWI features were mapped on the subject property.

Onsite Findings

EMH&T completed an investigation of the subject property on February 21, 2020. As shown on Exhibit 4, the subject property consists of approximately 118 acres and is comprised of active agricultural fields, a grassy drainage swale, and a forested riparian corridor. A farmstead and single-family residences surround the subject property. The agricultural fields on the subject property are being actively farmed.

Two streams and five potential wetlands were observed in the northern portion of the subject property. The locations of all features were estimated based on observations made during the subject property visit as well as the review of subject property aerial photographs and topographical maps. The potential features have not been surveyed in the field. The sizes and locations of all surface water features are approximate until an 'official' delineation is submitted to and verified by the United States Army Corps of Engineers (USACE).

Streams

Stream 1 (Photographs 1-2) enters the subject property just south of Reynoldswood Drive to the north and flows southwest through a forested corridor. Stream 1 flows for approximately 2,200 linear feet through the north central portion of the subject property, eventually flowing off-site to the southwest. An existing culverted farm crossing is located approximately 1,000 linear feet from where Stream 1 enters the subject property. Stream 1 begins as an intermittent stream and, based on the observed presence of fish, develops into a perennial stream within the subject property. Stream 1 has an approximately six to eight-foot-wide channel. The stream's substrate varies from silt/cobble substrate in northern portion of the subject property to cobble/gravel substrate in the southern portion of the subject property. Stream 1 would be considered a jurisdictional stream by the USACE. The approximate location of Stream 1 is shown on Exhibit 4.

Stream 2 (Photograph 3) is a perennial stream that flows onto the subject property immediately south of Rodebaugh Road and flows east to west for approximately 700 linear feet along the northwest boundary of the subject property. The stream exits the subject property by flowing under Waggoner Road via an existing culvert. Stream 2 has an approximately six to eight-foot-wide channel with a cobble/gravel substrate. The stream appears to have been historically channelized for agricultural purposes. Stream 2 would be considered a jurisdictional stream by the USACE. The approximate location of Stream 2 is shown on Exhibit 4.

February 28, 2020

Wetlands

Five potential wetlands were observed on the subject property, all adjacent to or abutting Stream 1.

- Potential Wetland A (Photograph 4) is a forested/emergent, streamside wetland located abutting Stream 1, near where Stream 1 exits the subject property.
- Potential Wetland B (Photograph 5) is an emergent wetland located adjacent to Stream 1 within the non-forested farm crossing north of Stream 1.
- Potential Wetland C is an emergent wetland located adjacent to and south of Stream 1, east of the farm crossing.
- Potential Wetland D (Photograph 6) is a forested/emergent wetland located abutting Stream 1 near where Stream 1 enters the subject property.
- Potential Wetland E (Photograph 7) is a forested/emergent wetland located adjacent to and north of Stream 1, west of the farm crossing.

All wetlands had hydric soils, wetland hydrology, and dominant wetland vegetation. The wetlands would be considered jurisdictional by the USACE due to being adjacent to or abutting Stream 1. The approximate sizes and locations of all wetlands are depicted on Exhibit 4.

Potentially Non-Jurisdictional Features

A non-jurisdictional linear wet area (Photograph 8) was observed near the center of the subject property, leading to a grassy drainage swale (Photograph 9) in the southwest portion of the subject property. Agricultural drain tiles within the swale have appear to have failed in several locations within the swale. These areas are marginal in their current condition, and are not likely to be considered jurisdictional features by the USACE.

Recommendations

Any impacts to the streams and/or potential wetlands will require a Section 404 Permit from the USACE and, potentially, a Section 401 Permit from the Ohio Environmental Protection Agency (Ohio EPA). A Nationwide Permit from the USACE can be obtained if subject property development will require impacts to less than 300 linear feet of stream and/or 0.5 acre of wetland. The subject property is located in an area where stream impacts are considered "possibly eligible" for the Nationwide Permits. The stream appears to be providing moderately high quality habitat. Therefore, a Director's Authorization from Ohio EPA is likely to be required, in addition to the Nationwide Permit, for stream impacts below the 300 linear foot threshold. Nationwide Permits are a minimal permitting effort that typically can be obtained in 45–90 days. A Director's Authorization could likely be obtained in an additional 60 days. If impacts exceed 300 linear feet of stream and/or 0.5 acre of wetlands, Individual 404/401 Permits would be required from both agencies.

Wetlands can develop within abandoned agricultural fields in a single growing season. It is EMH&T's recommendation that the portion of the subject property currently in agricultural production, including the non-jurisdictional linear wet area, continue to be aggressively farmed until the entire subject property is developed. The grassy drainage swale in the southwestern portion of the subject property should also be continuously mowed until development occurs. Locations where agricultural drain tile has been damaged or has otherwise collapsed, should be repaired so active farming can continue uninterrupted.

M/I Homes of Central Ohio
RE: Preliminary Investigation – Griffin Tract

February 28, 2020

If you have questions or wish to discuss permitting options, please contact me or Rob Milligan at (614) 775-4515.

Sincerely,



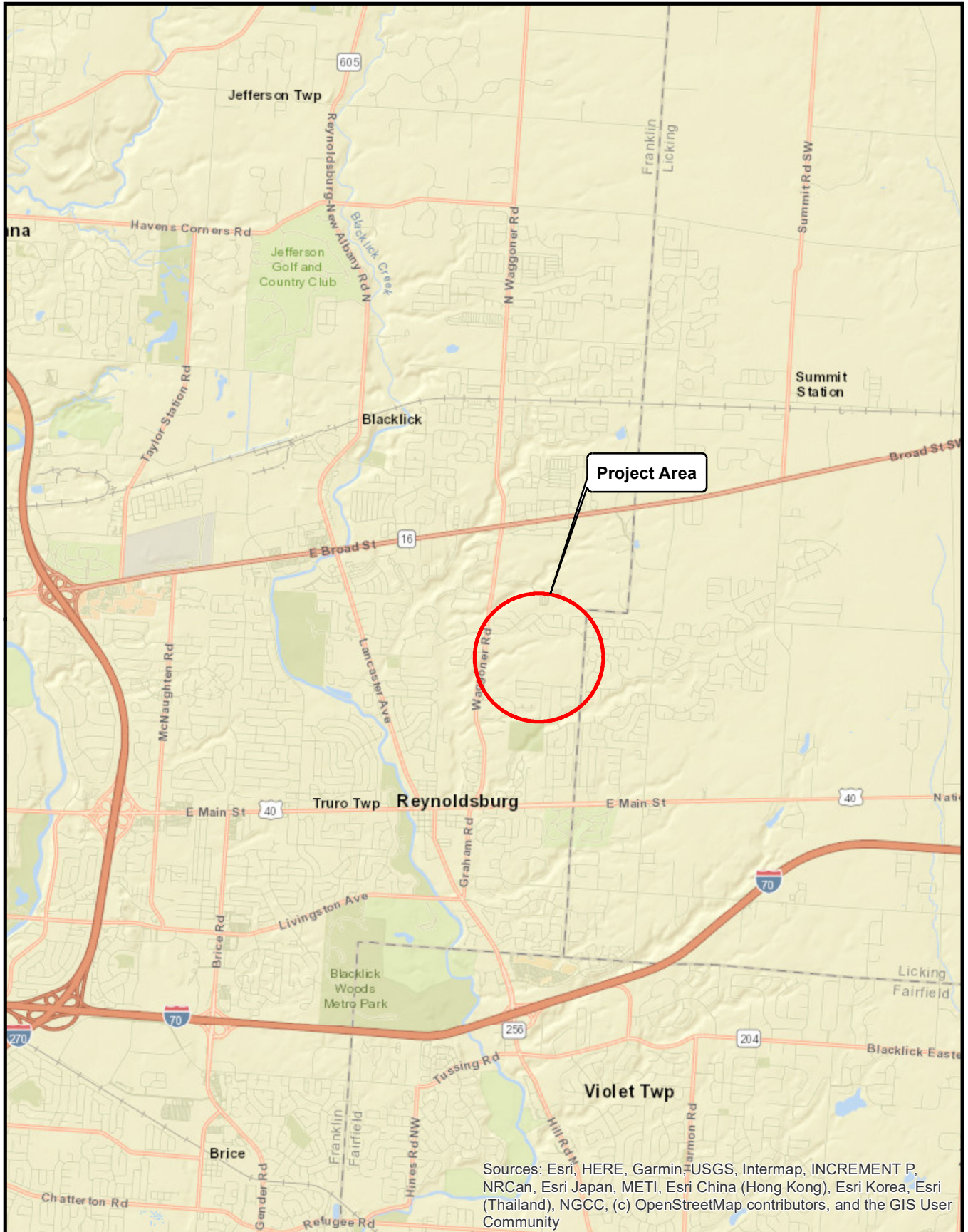
Eric Nagy
Environmental Scientist

Enclosures

Attachment: C-2 Griffin Tract Prelim Investigation (App #2020-5085, 700, 704, & 706 Waggoner Road, M/I Homes of Central Ohio, LLC)

EXHIBITS

Path: \\cmhdata01\project01\20191171\GIS\Exhibit 1 - Location Map.mxd



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

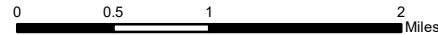
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Phone: 614.775.4500 Toll Free: 888.775.3648

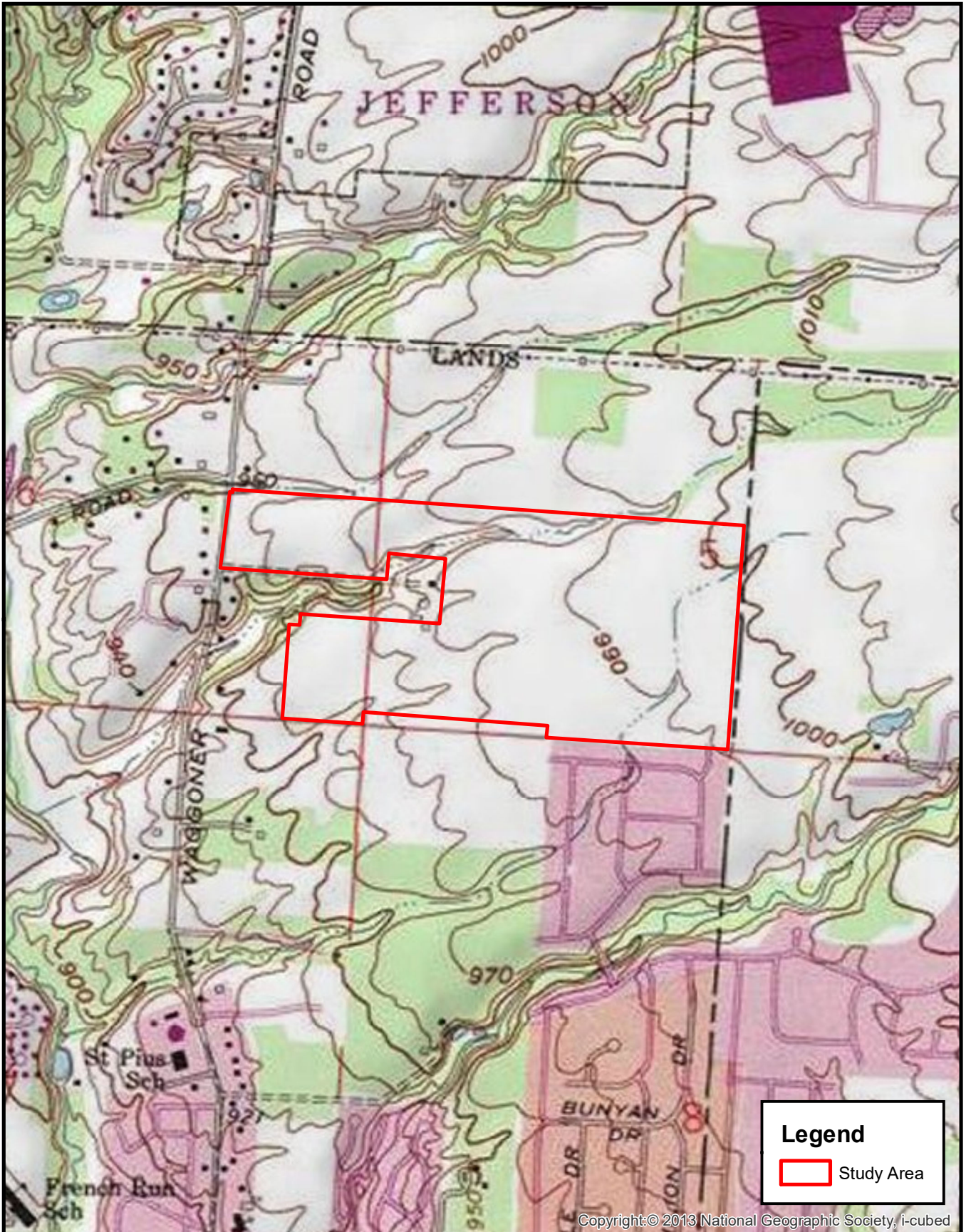
emht.com

SCALE: 1" = 1 Mile



**Griffin Tract
Location Map
Exhibit 1**





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SCALE: 1" = 1,000'

0 500 1,000 2,000
Feet

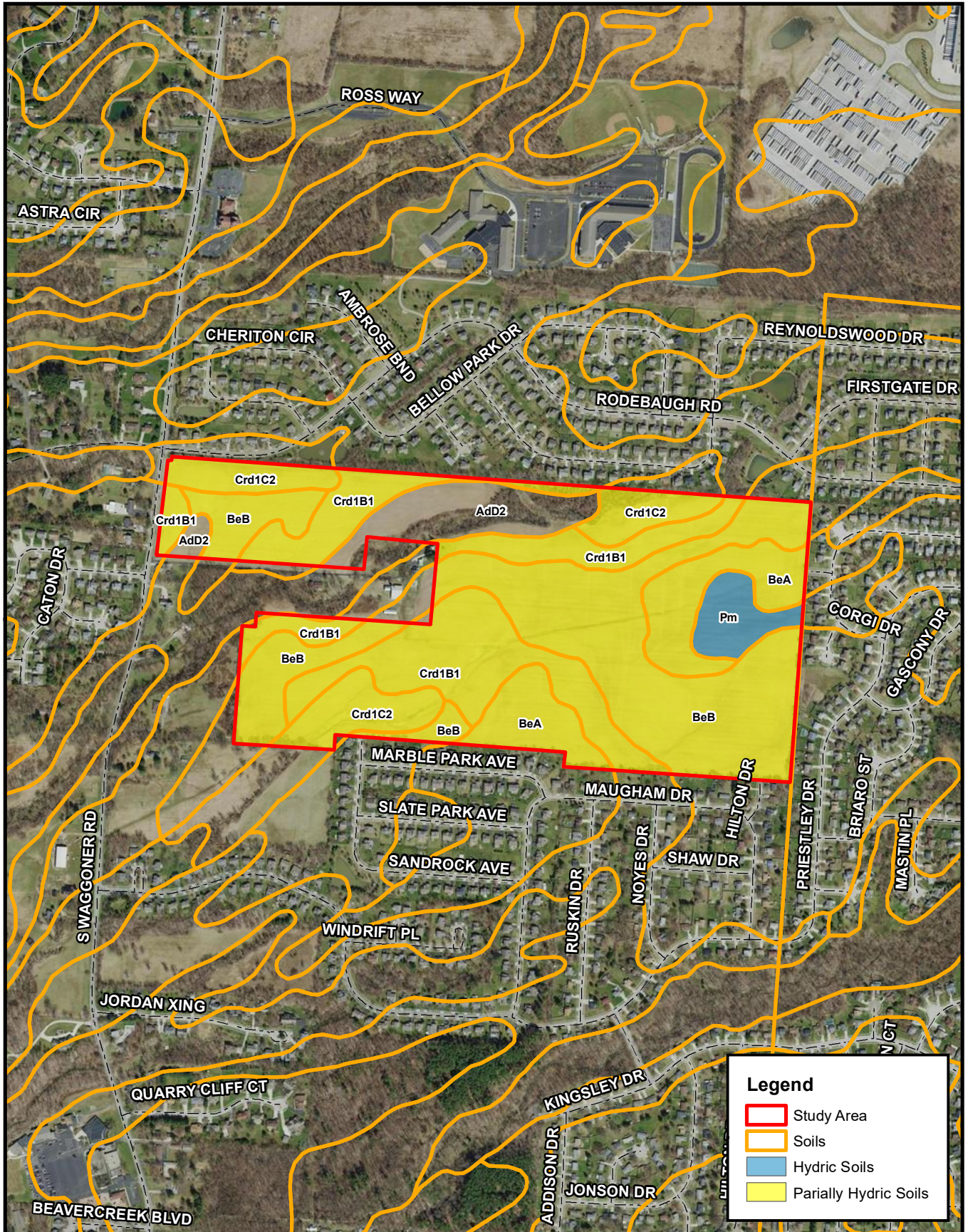
Griffin Tract
USGS Map
Exhibit 2

Source: USGS Reynoldsburg Quad Map (1994)

Path: J:\20191171\GIS\Exhibit 2 - USGS Map.mxd

Attachment: C-2 Griffin Tract Prelim Investigation (App #2020-5085, 700, 704, & 706 Waggoner Road, M/I Homes of Central Ohio, LLC)

Path: \\cmhdata01\project01\20191171\GIS\Exhibit 3A - Soils Map.mxd



Legend

- Study Area
- Soils
- Hydric Soils
- Parially Hydric Soils

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TRURO TOWNSHIP, FRANKLIN COUNTY, OHIO

Griffin Tract
 Web Soil Survey Map
 Exhibit 3

SCALE: 1" = 800'
 0 400 800 1,600 Feet

Source: Aerial - Franklin County 2019
 Soil - SSURGO/NRCS, 2019

N

Attachment: C-2 Griffin Tract Prelim Investigation (App #2020-5085, 700, 704, & 706 Waggoner Road, M/I Homes of Central Ohio, LLC)

Path: J:\20191171\GIS\Exhibit 3B - County Soils Map.mxd



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TRURO TOWNSHIP, FRANKLIN COUNTY, OHIO

**Griffin Tract
County Soil Survey Map
Exhibit 3B**

SCALE: 1" = 800'
0 400 800 1,600 Feet

Source: USDA 1992

Legend
Study Area

Path: \\cmhdata01\project\0120191171\GIS\Exhibit 4 - PI Map.mxd



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SCALE: 1" = 300'
0 150 300 600 Feet

TRURO TOWNSHIP, FRANKLIN COUNTY, OHIO
Griffin Tract
Preliminary Investigation Map
Exhibit 4

Source: Aerial - Franklin County 2019

North Arrow

PHOTOGRAPHS



Photograph 1

Stream 1 in the northeast portion of the subject property, facing northeast (upstream)
(EMH&T; 2/21/20)



Photograph 2

Stream 1 in the central portion of the subject property, facing northeast (upstream)
(EMH&T; 2/21/20)



Photograph 3

Stream 2 on the northwestern boundary of the subject property, facing west (downstream)
(EMH&T; 2/21/20)



Photograph 4

Potential Wetland A, along the southwestern portion of Stream 1, facing southwest.
(EMH&T; 2/21/20)



Photograph 5

Potential Wetland B, north of the central portion of Stream 1, facing northwest.
(EMH&T; 2/21/20)



Photograph 6

Potential Wetland D, along the northeastern portion of Stream 1, facing north.
(EMH&T; 2/21/20)



Photograph 7

Potential Wetland E, north of the central portion of Stream 1, facing north.
(EMH&T; 2/21/20)



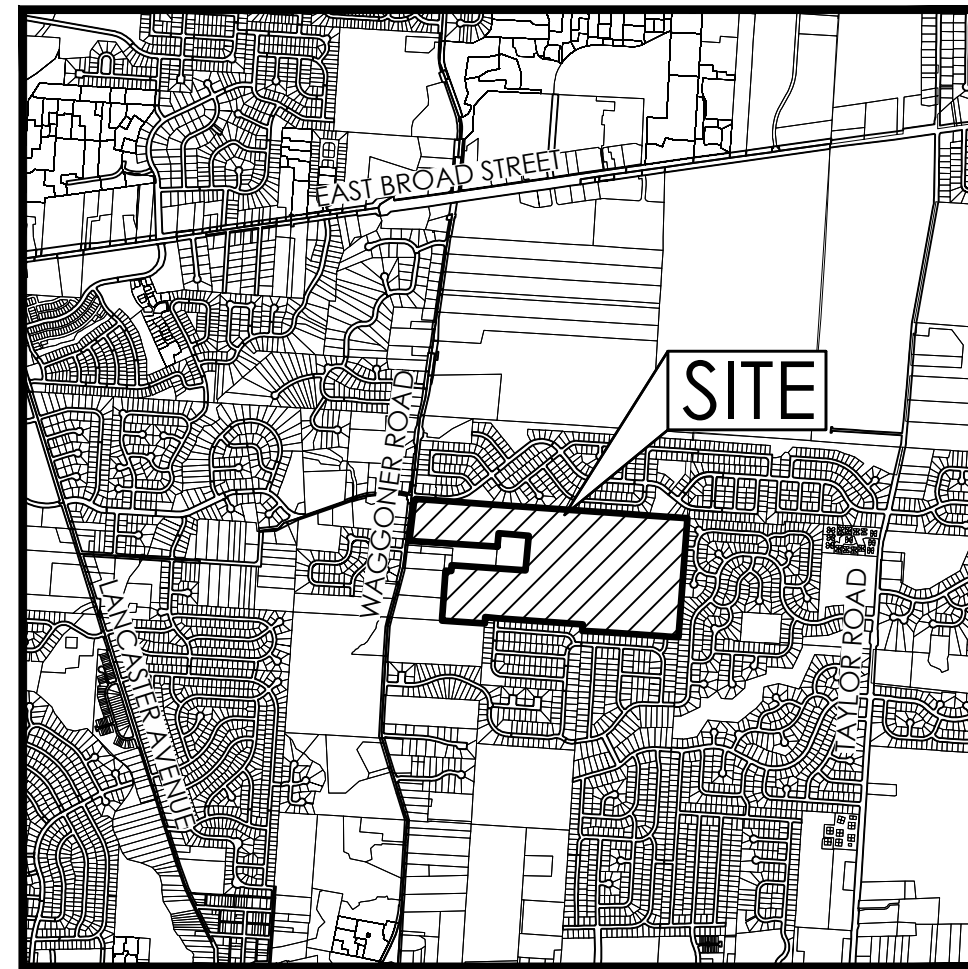
Photograph 8

Linear wet area near center of the subject property, facing southwest.
(EMH&T; 2/21/20)



Photograph 9

Grassy drainage swale in the southwest portion of the subject property, facing northeast.
(EMH&T; 2/21/20)



LOCATION MAP
NO SCALE

SITE STATISTICS:

TOTAL ACREAGE:	±118.2 ACRES
TOTAL NUMBER OF LOTS:	354
50' X 125' LOTS:	120 LOTS
54' X 125' LOTS:	134 LOTS
60' X 125' LOTS:	100 LOTS
TOTAL GROSS DENSITY:	±3.00 LOTS/ACRE
TOTAL OPEN SPACE PROVIDED:	±38.2 ACRES (32.3%)
RESERVE "A":	±13.6 ACRES
RESERVE "B":	±0.5 ACRES
RESERVE "C":	±1.1 ACRES
RESERVE "D":	±1.9 ACRES
RESERVE "E":	±0.8 ACRES
RESERVE "F":	±3.7 ACRES
RESERVE "G":	±1.0 ACRES
RESERVE "H":	±9.7 ACRES
RESERVE "I":	±5.9 ACRES
ZONING:	SR (SUBURBAN RESIDENTIAL)
SCHOOL DISTRICT:	CITY OF REYNOLDSBURG

DESIGN STANDARDS :

MINIMUM LOT AREA:	
50' WIDE LOTS:	6,000 S.Q. FT.
54' WIDE LOTS:	6,750 S.Q. FT.
60' WIDE LOTS:	7,200 S.Q. FT.
MINIMUM LOT WIDTH:	
(AT THE BUILDING LINE)	50 FT, 54 FT & 60 FT
SETBACKS:	
MINIMUM FRONT YARD: (AT THE BUILDING LINE)	25 FT.
MINIMUM SIDE YARD:	5 FT EACH SIDE (10 FT, TOTAL)
MINIMUM REAR YARD:	30 FT.
MAXIMUM BUILDING HEIGHT:	35 FT.

NOTES:

NOTE "A": ALL OF SPRING HILL FARM IS IN THE FLOOD HAZARD ZONE X AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NUMBER 39049C0356K, EFFECTIVE DATE JUNE 17, 2008.

NOTE "B": 5' SIDEWALKS SHALL BE PROVIDED PARALLEL AND ON BOTH SIDES OF THE ROADS WITHIN THE PROPOSED RIGHT OF WAY.

NOTE "C": RESERVES "A"-"I" OPEN SPACES / STORMWATER FACILITIES SHALL BE OWNED AND MAINTAINED BY THE SPRING HILL FARM HOMEOWNERS ASSOCIATION.

NOTE "D": ALL CONTOURS SHOWN HEREON ARE SET AT TWO FOOT INTERVALS.

NOTE "E": ALL EXISTING BUILDINGS WILL BE REMOVED PRIOR TO DEVELOPMENT.

MAJOR SITE PLAN FOR

SPRING HILL FARM

SECTIONS 5 AND 6, TOWNSHIP 16, RANGE 20
REFUGEE LANDS

REFUGEE LANDS
CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

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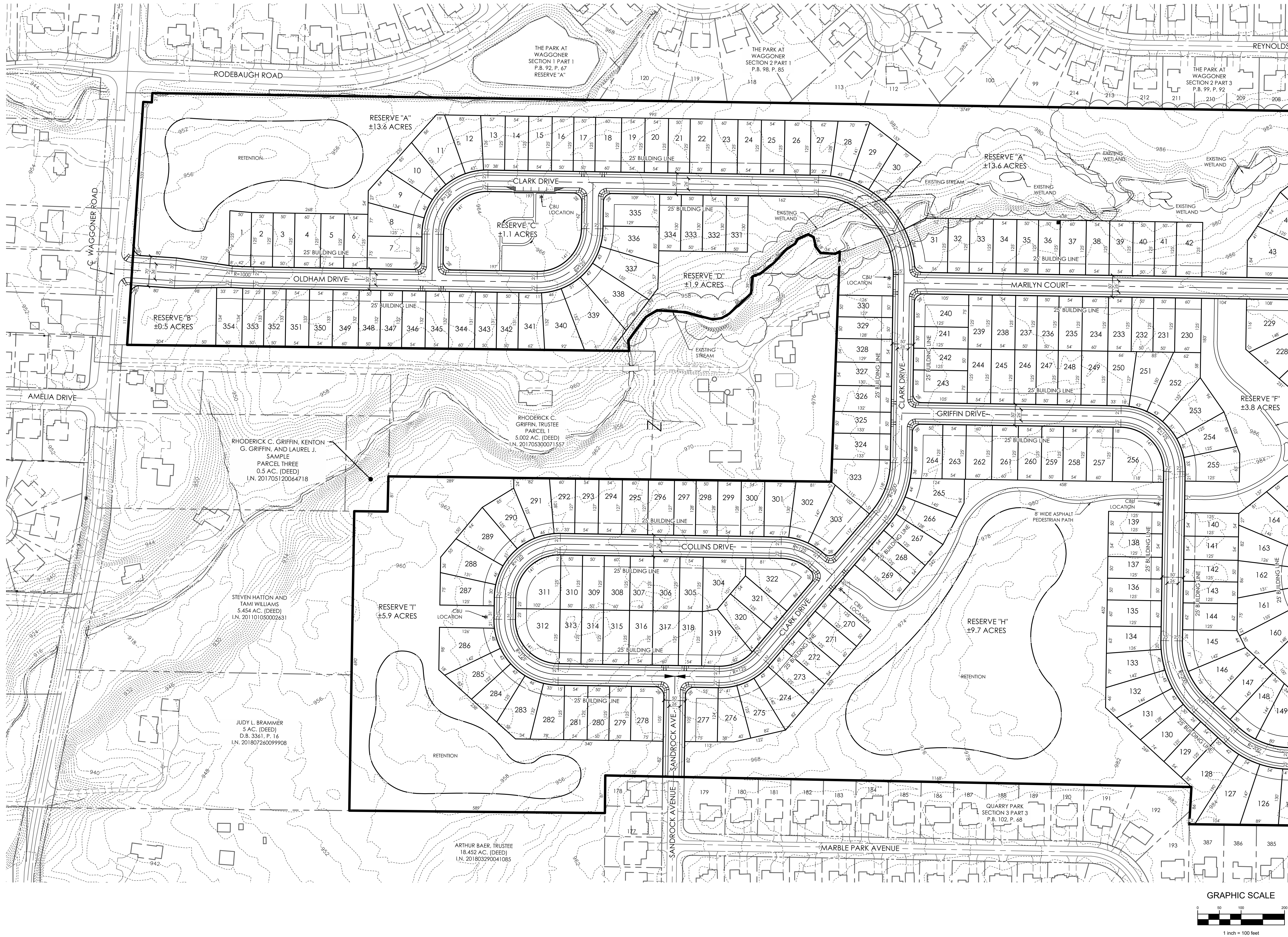
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DATE: APRIL 27, 2020

J:\2019\17\DWG\4SHEETS\MAJOR SITE PLAN\4 MAJOR SITE PLAN-2.DWG plotted by O'HARA, SHAUN on 4/23/2020 8:17:09 AM last saved by SCHARRA on 4/22/2020 12:42:52 PM



DATE:	APRIL 27, 2020
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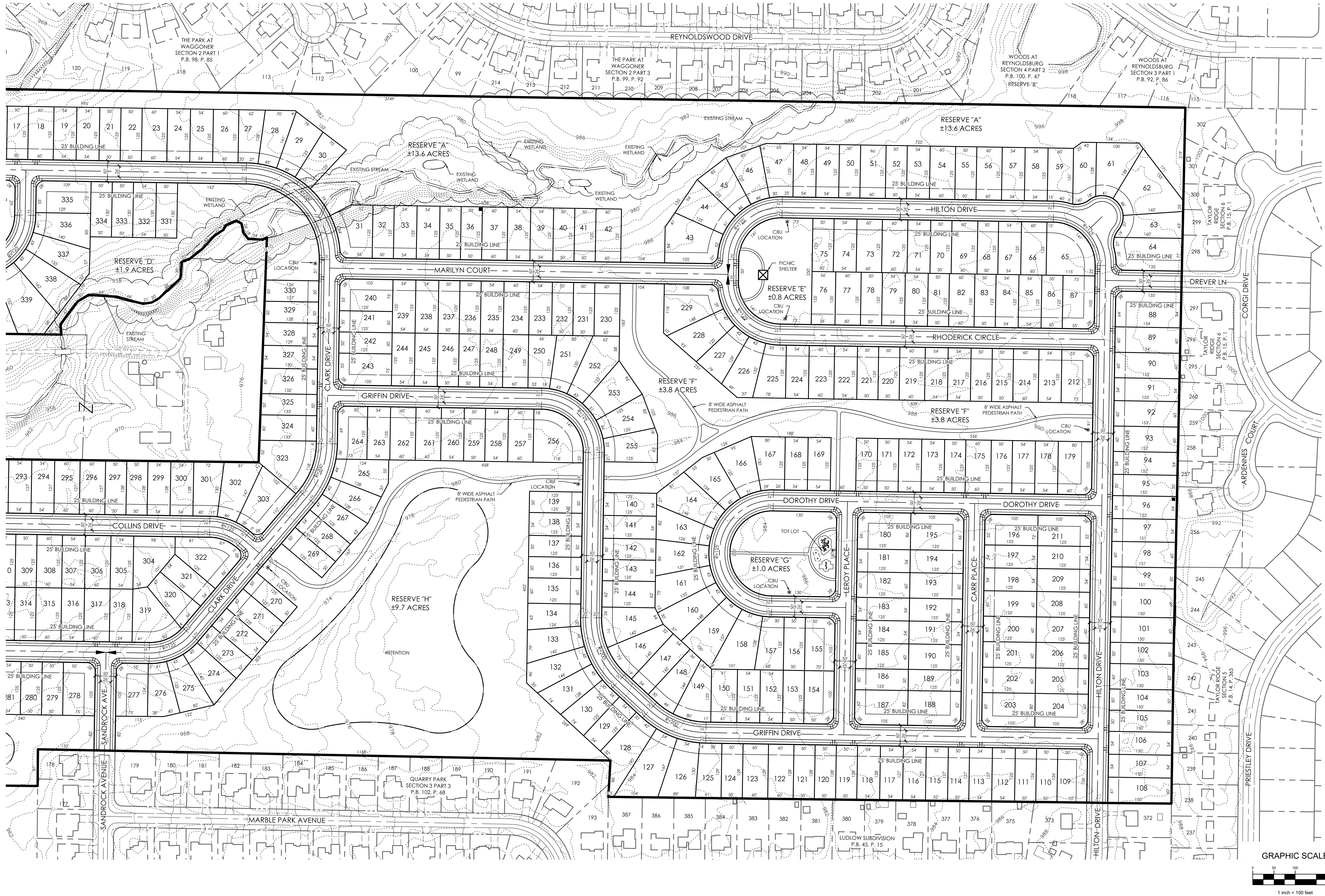
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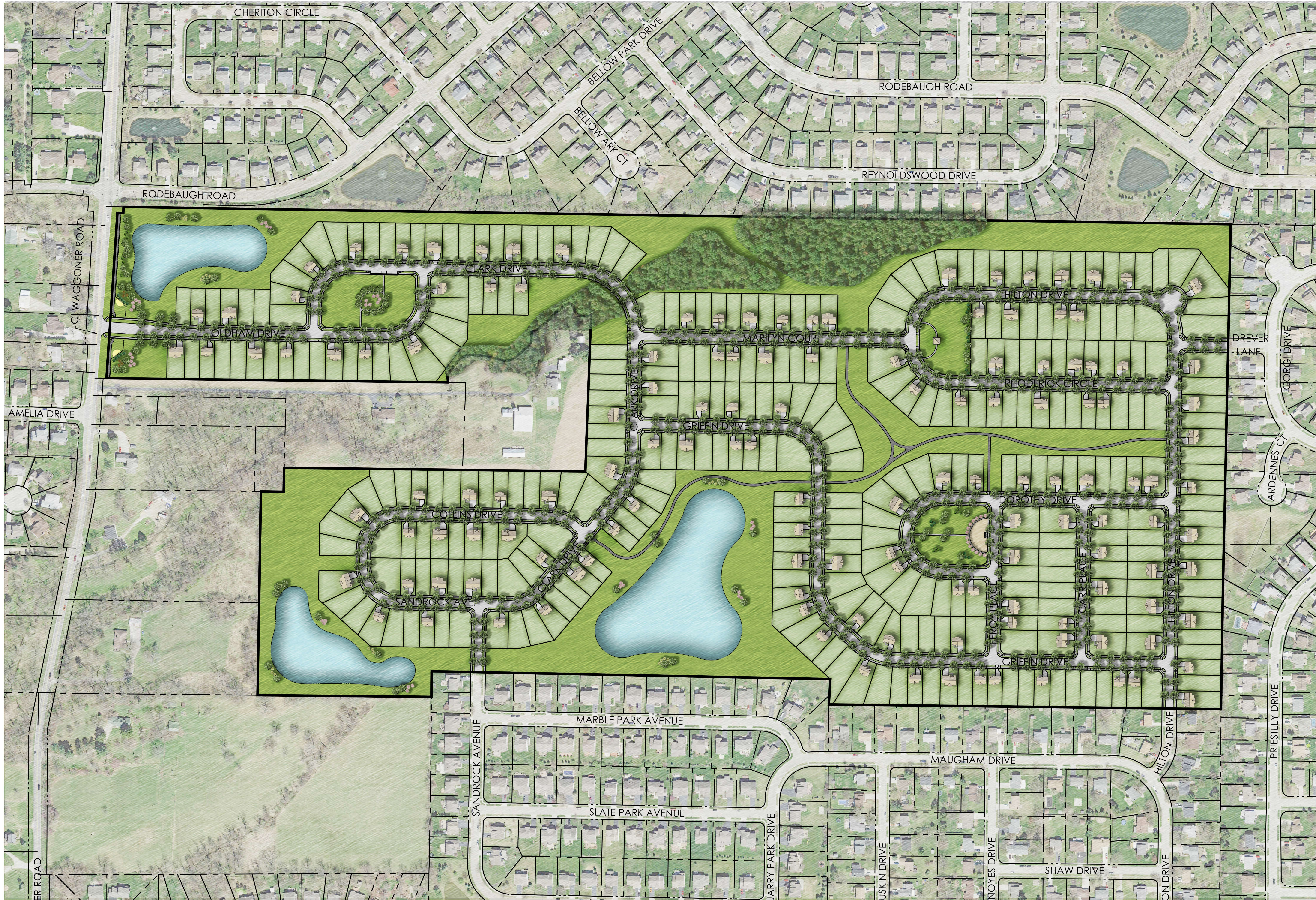
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MAJOR SITE PLAN
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SPRING HILL FARM
SECTIONS 5 AND 6, TOWNSHIP 16, RANGE 20
REFUGEE LANDS
CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

MAJOR SITE PLAN
FOR
SPRING HILL FARM
SECTIONS 5 AND 6, TOWNSHIP 16, RANGE 20
REFUGEE LANDS
CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

J:\2019\17\DWG\4SHEETS\MAJOR SITE PLAN\C-4 MAJOR SITE PLAN-2.DWG plotted by O'HARA, SHAWN on 4/23/2020 8:21:11 AM last saved by SCHARRA on 4/23/2020 8:18:28 AM





MAJOR SITE PLAN
FOR
SPRING HILL FARM
SECTIONS 5 AND 6, TOWNSHIP 16, RANGE 20
REFUGEE LANDS
CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

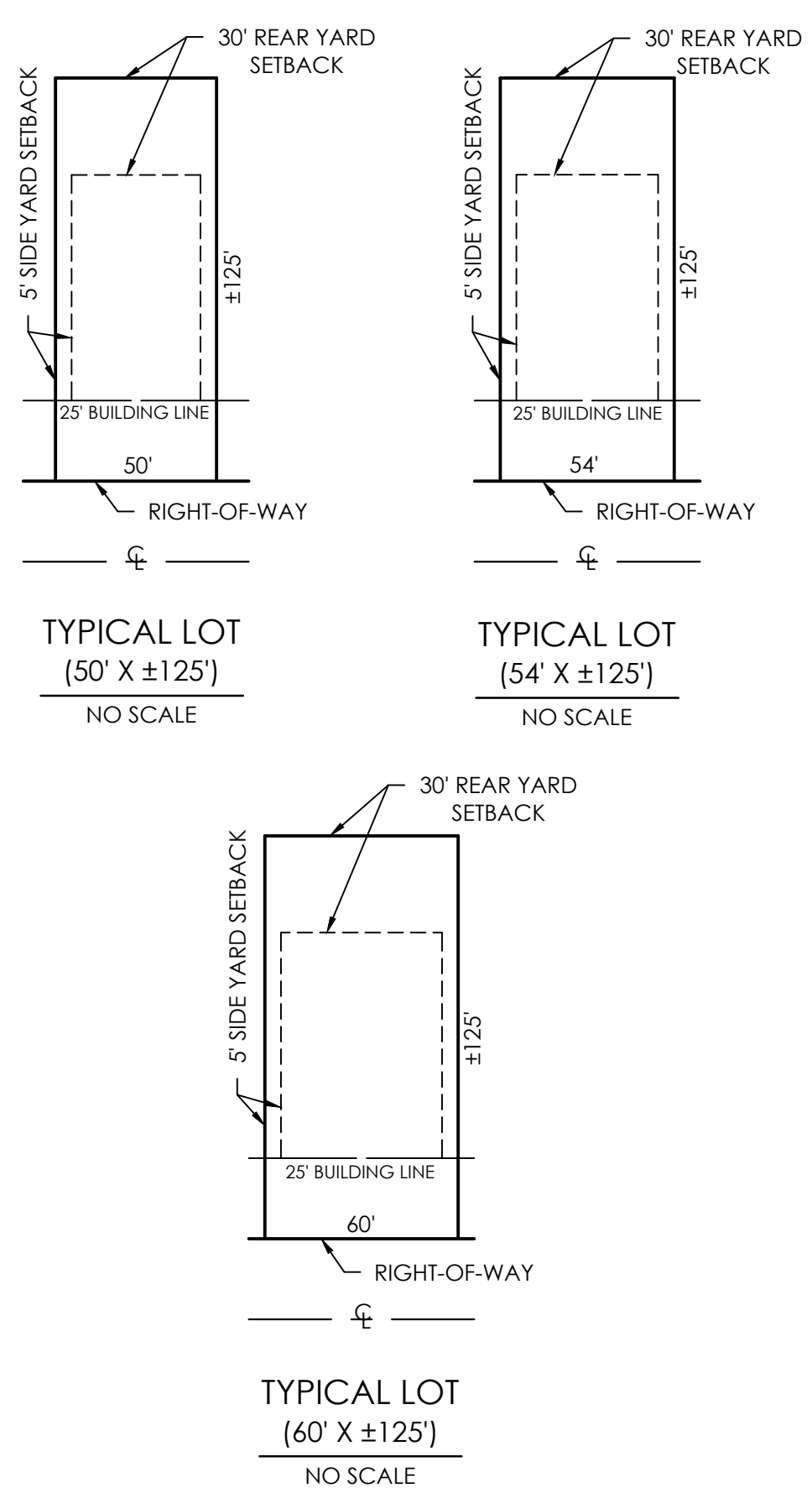
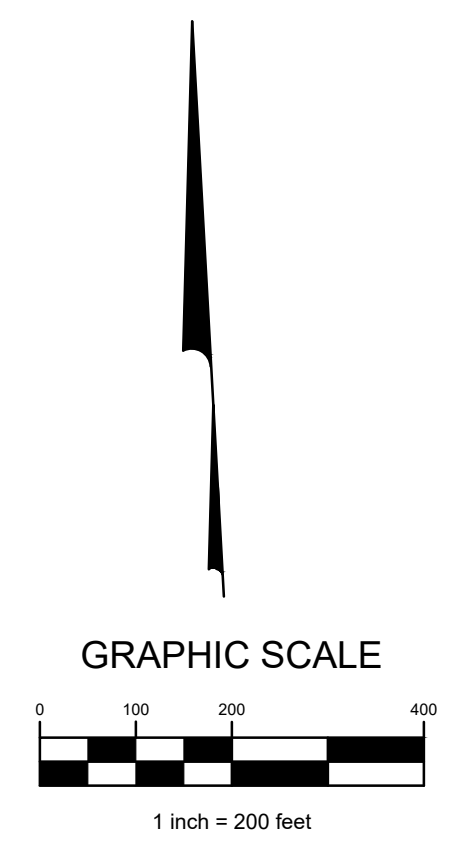
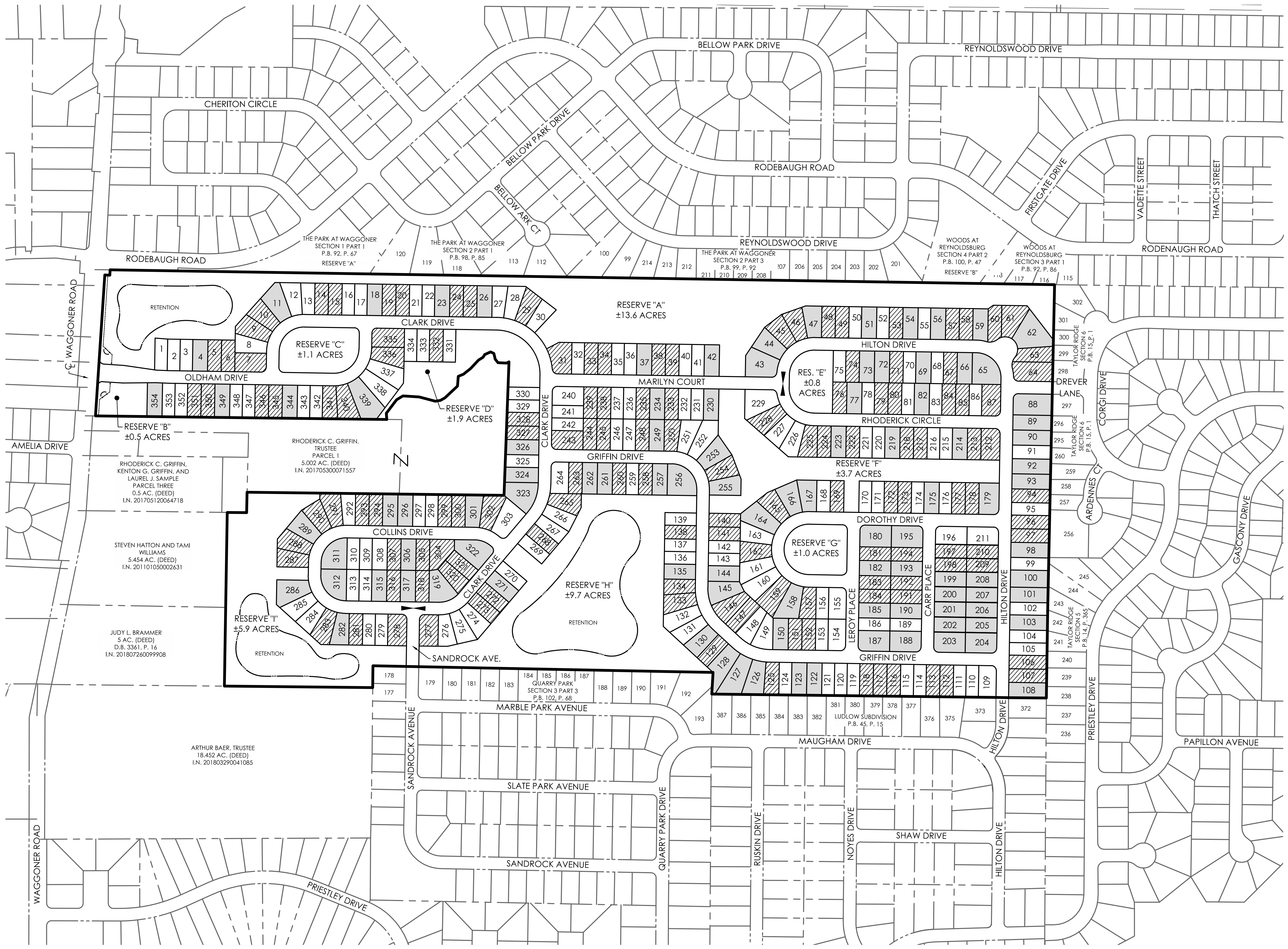
ILLUSTRATIVE SITE
PLAN

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MAJOR SITE PLAN
FOR
SPRING HILL FARM
SECTIONS 5 AND 6, TOWNSHIP 16, RANGE 20
REFUGEE LANDS
CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

LOT
PROGRAMMING
PLAN

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EXHIBIT "C-5"

Spring Hill Farm

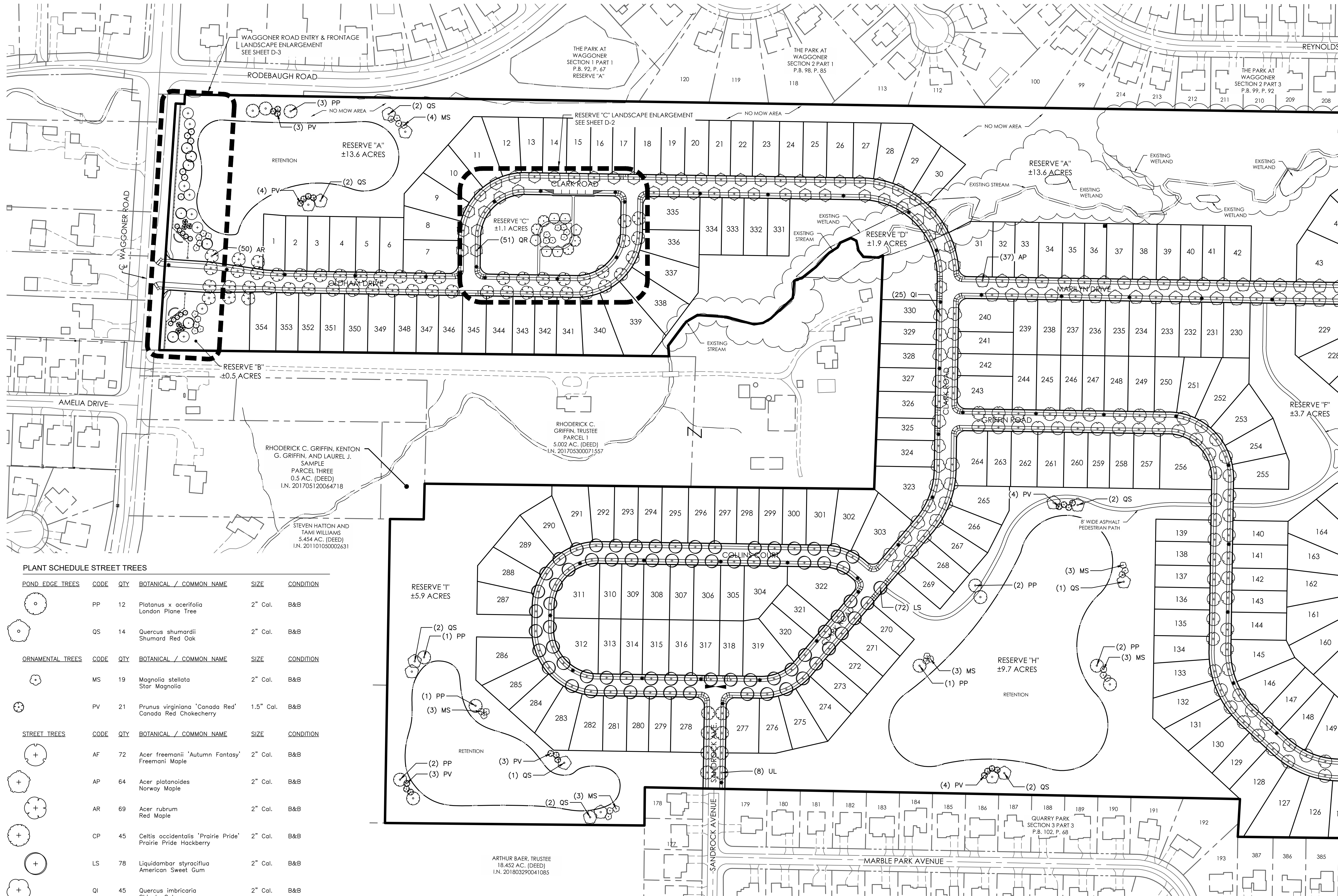
Major Site Plan / Preliminary Plat

City of Reynoldsburg – Waggoner Road

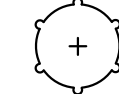
April 27, 2020



J:\2019\17\1\DWG\04SHEETS\MAJOR SITE PLAN\D-1 OVERALL LANDSCAPE & STREET TREE PLAN-1.DWG plotted by O'HARA, SHAUN on 4/23/2020 8:24:28 AM last saved by 504693 on 4/22/2020 3:39:03 PM



PLANT SCHEDULE STREET TREES

POND EDGE TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
	PP	12	Platanus x acerifolia London Plane Tree	2" Cal.	B&B
	QS	14	Quercus shumardii Shumard Red Oak	2" Cal.	B&B
ORNAMENTAL TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
	MS	19	Magnolia stellata Star Magnolia	2" Cal.	B&B
	PV	21	Prunus virginiana 'Canada Red' Canada Red Chokecherry	1.5" Cal.	B&B
STREET TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
	AF	72	Acer freemanii 'Autumn Fantasy' Freemant Maple	2" Cal.	B&B
	AP	64	Acer platanoides Norway Maple	2" Cal.	B&B
	AR	69	Acer rubrum Red Maple	2" Cal.	B&B
	CP	45	Celtis occidentalis 'Prairie Pride' Prairie Pride Hackberry	2" Cal.	B&B
	LS	78	Liquidambar styraciflua American Sweet Gum	2" Cal.	B&B
	QI	45	Quercus imbricaria Shingle Oak	2" Cal.	B&B
	QR	74	Quercus rubra Red Oak	2" Cal.	B&B
	TR	84	Tilia americana 'Redmond' Redmond American Linden	2" Cal.	B&B
	UL	29	Ulmus parvifolia Lacebark Elm	2" Cal.	B&B

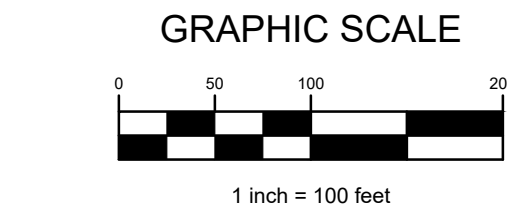


EXHIBIT "D-1"

DATE:	APRIL 27, 2020
DESIGNED BY:	
REVISED BY:	
REVISED BY:	
REVISED BY:	
REVISED BY:	
REVISED BY:	

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OVERALL
LANDSCAPE &
STREET TREE PLAN-1

MAJOR SITE PLAN
FOR
SPRING HILL FARM
SECTIONS 5 AND 6, TOWNSHIP 16, RANGE 20
REFUGEE LANDS
CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

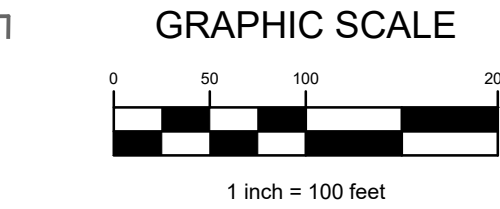


EXHIBIT "D-1"

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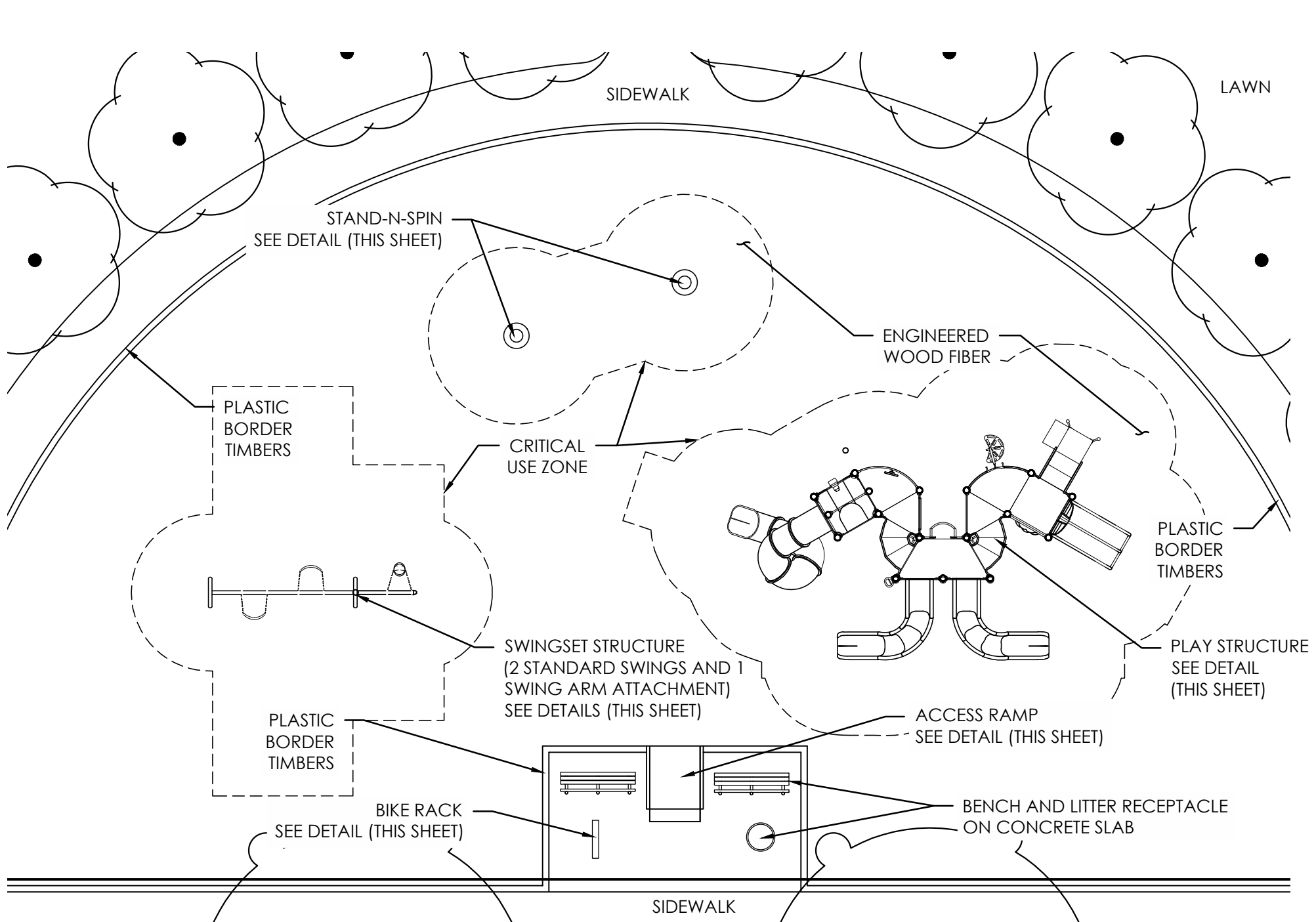
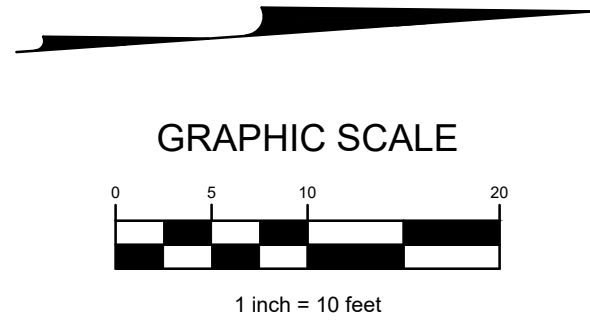
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OVERALL LANDSCAPE & STREET TREE PLAN-2

MAJOR SITE PLAN
FOR
SPRING HILL FARM
SECTIONS 5 AND 6, TOWNSHIP 16, RANGE 20
REFUGEE LANDS
CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

PLANT SCHEDULE RESERVE G LANDSCAPE

TREES	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
NW	8	Nyssa sylvatica 'Wildfire'	2" Cal.	B&B
EVERGREEN TREES				
PA	6	Picea abies	8' Ht.	B&B
PC	6	Norway Spruce	8' Ht.	B&B
		Picea pungens		
		Colorado Spruce		
ORNAMENTAL TREES	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
CF	14	Cornus florida 'Cherokee Brave'	2" Cal.	B&B
		Cherokee Brave Dogwood		



TOT LOT ENLARGEMENT
SCALE: 1"=10'



PLAY STRUCTURE



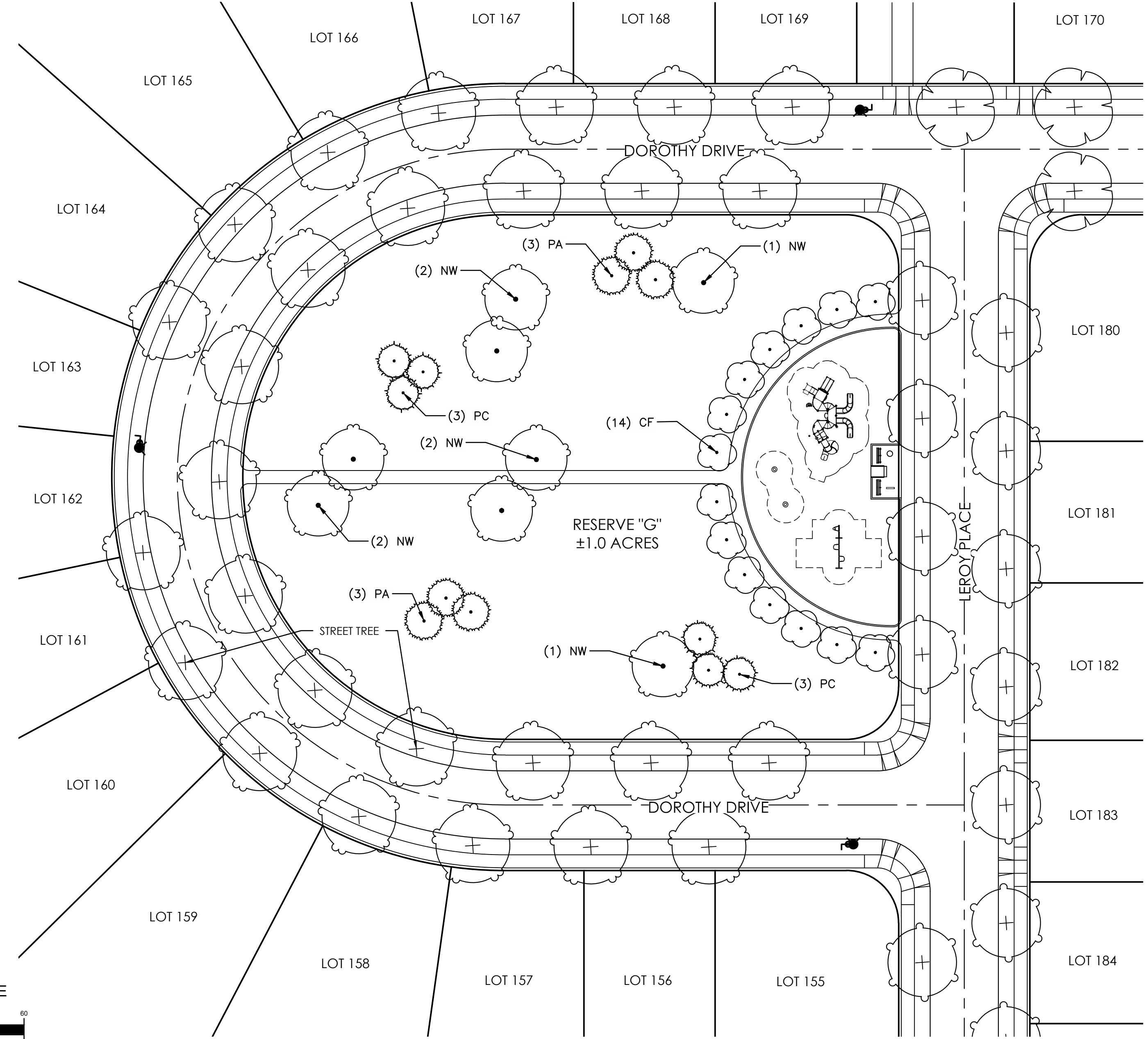
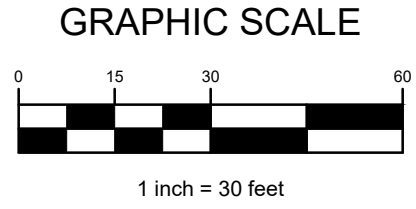
SWING SET STRUCTURE



SWING ARM ATTACHMENT



STAND-N-SPIN



RESERVE "G" ENLARGEMENT
SCALE: 1"=30'



BENCH



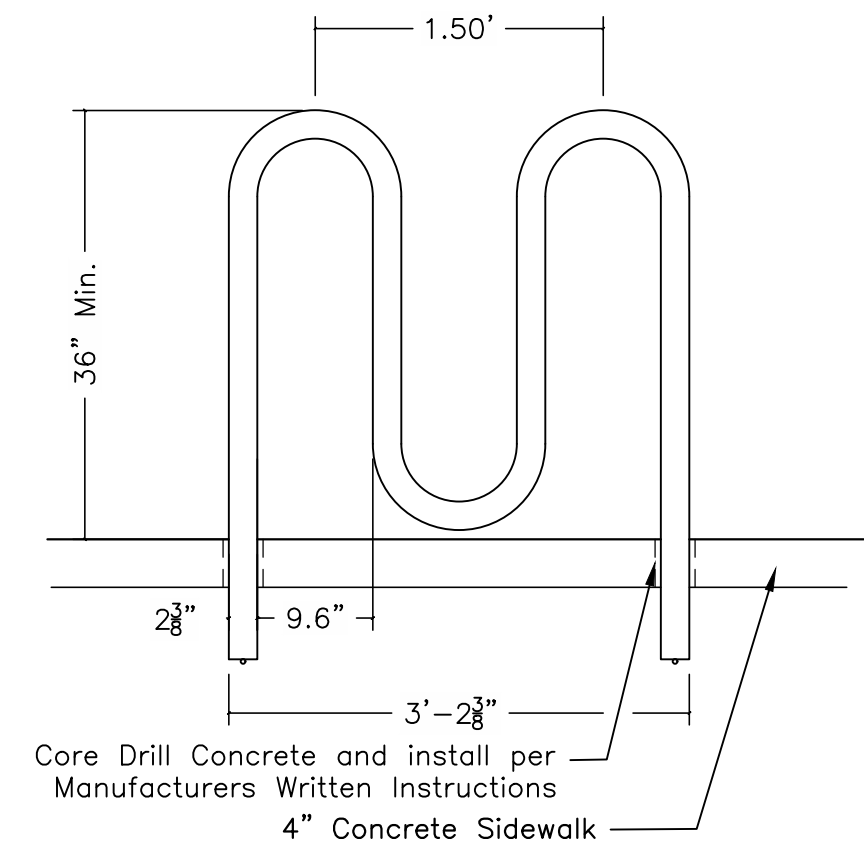
ACCESS RAMP



BORDER TIMBERS



TRASH RECEPTACLE



Bike Rack
No Scale

Disclaimer: All site furnishings are for illustrative purposes only.

EXHIBIT "D-2"

DATE:	APRIL 27, 2020
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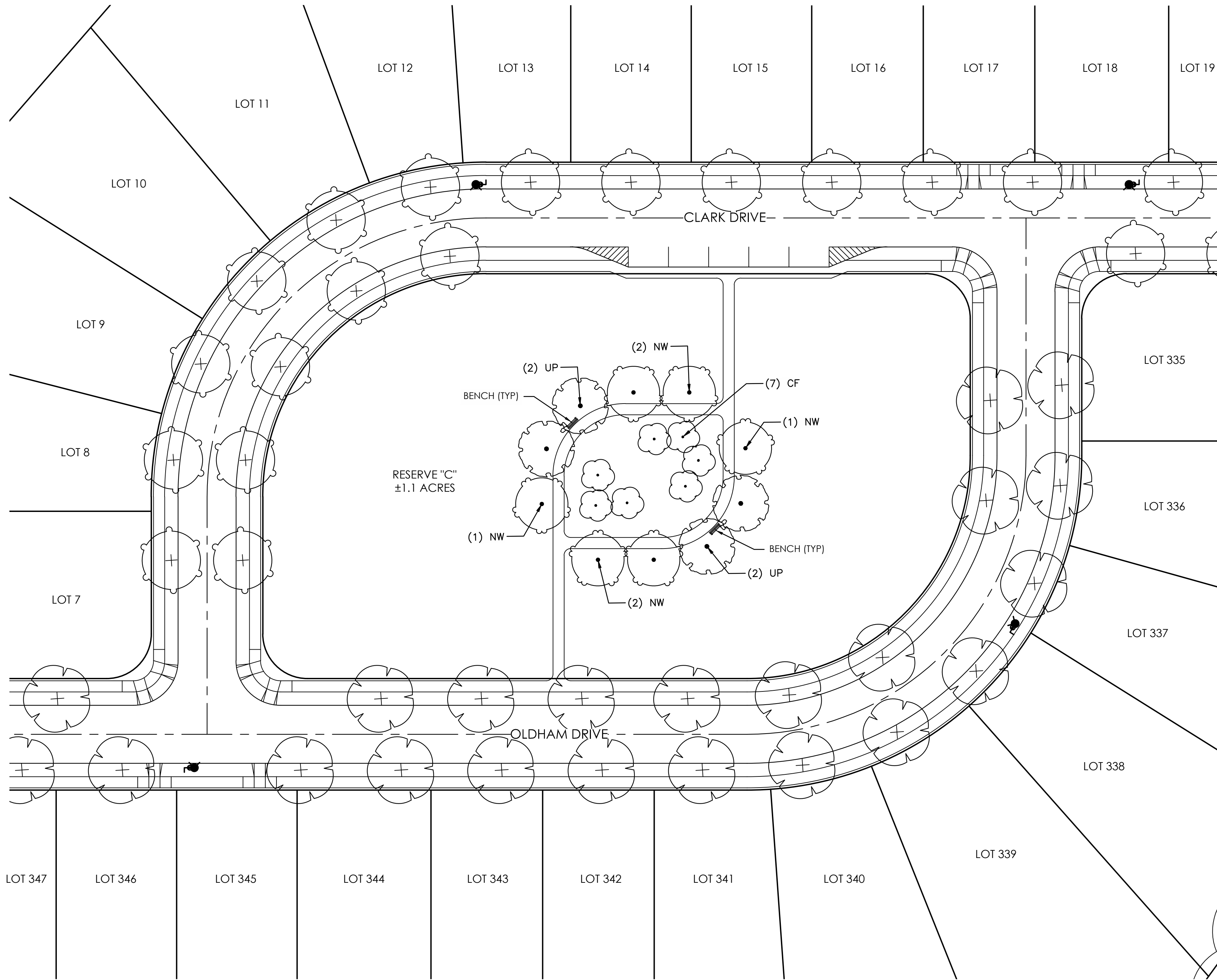
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OPEN SPACE & LANDSCAPE ENLARGEMENT PLAN-1

MAJOR SITE PLAN FOR
SPRING HILL FARM
SECTIONS 5 AND 6, TOWNSHIP 16, RANGE 20
REFUGEE LANDS
CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

J:\2019\17\1\DWG\04SHEETS\MAJOR SITE PLAN\D-2 OPEN SPACE & LANDSCAPE ENLARGEMENT PLANDWG plotted by O'HARA, SHAWN on 4/22/2020 3:29:36 PM last saved by AFELICK on 4/22/2020 2:06:07 PM



RESERVE "E" ENLARGEMENT
SCALE: 1"=30'

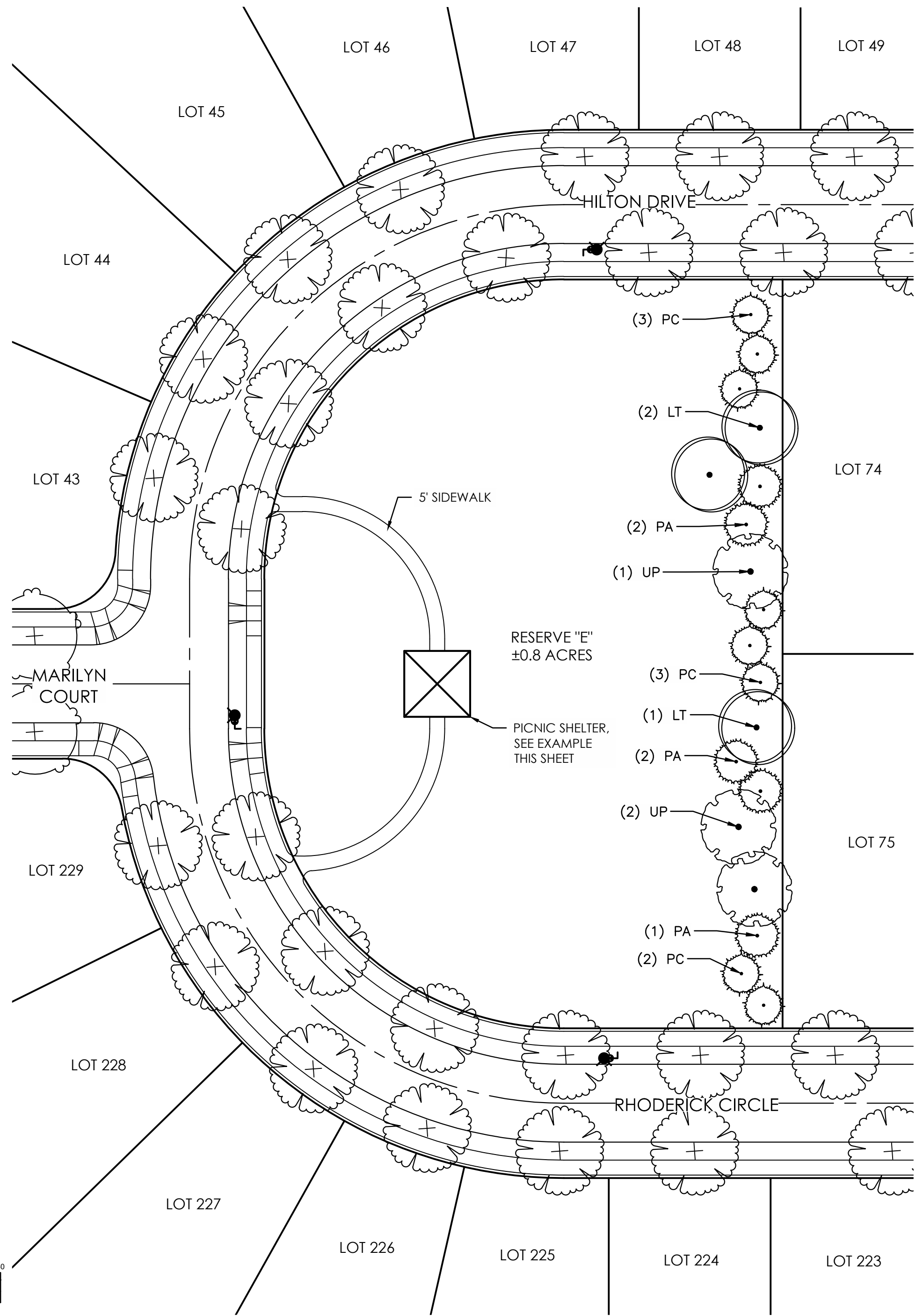
PLANT SCHEDULE RESERVE C LANDSCAPE

TREES	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
NW	6	Nyssa sylvatica 'Wildfire'	2" Cal.	B&B
		Wildfire Black Gum		
UP	4	Ulmus parvifolia 'Allee'	2" Cal.	B&B
		Allee Elm		
ORNAMENTAL TREES	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
CF	7	Cornus florida 'Cherokee Brave'	2" Cal.	B&B
		Cherokee Brave Dogwood		



Note: For illustrative purposes only.

Picnic Shelter



RESERVE "E" ENLARGEMENT
SCALE: 1"=30'

PLANT SCHEDULE RESERVE E LANDSCAPE

TREES	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
LT	3	Liriodendron tulipifera	2" Cal.	B&B
		Tulip Tree		
UP	3	Ulmus parvifolia 'Allee'	2" Cal.	B&B
		Allee Elm		
EVERGREEN TREES	QTY	BOTANICAL / COMMON NAME	SIZE	CONDITION
PA	5	Picea abies	8' Ht.	B&B
		Norway Spruce		
PC	8	Picea pungens	8' Ht.	B&B
		Colorado Spruce		

DATE:	APRIL 27, 2020
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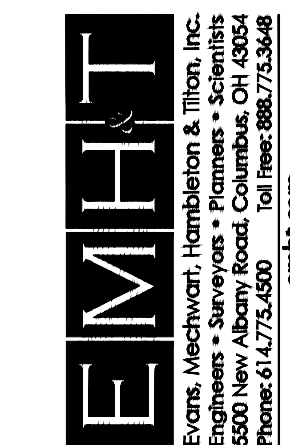
OPEN SPACE &
LANDSCAPE
ENLARGEMENT PLAN-2

MAJOR SITE PLAN
FOR
SPRING HILL FARM
SECTIONS 5 AND 6, TOWNSHIP 16, RANGE 20
REFUGEE LANDS
CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

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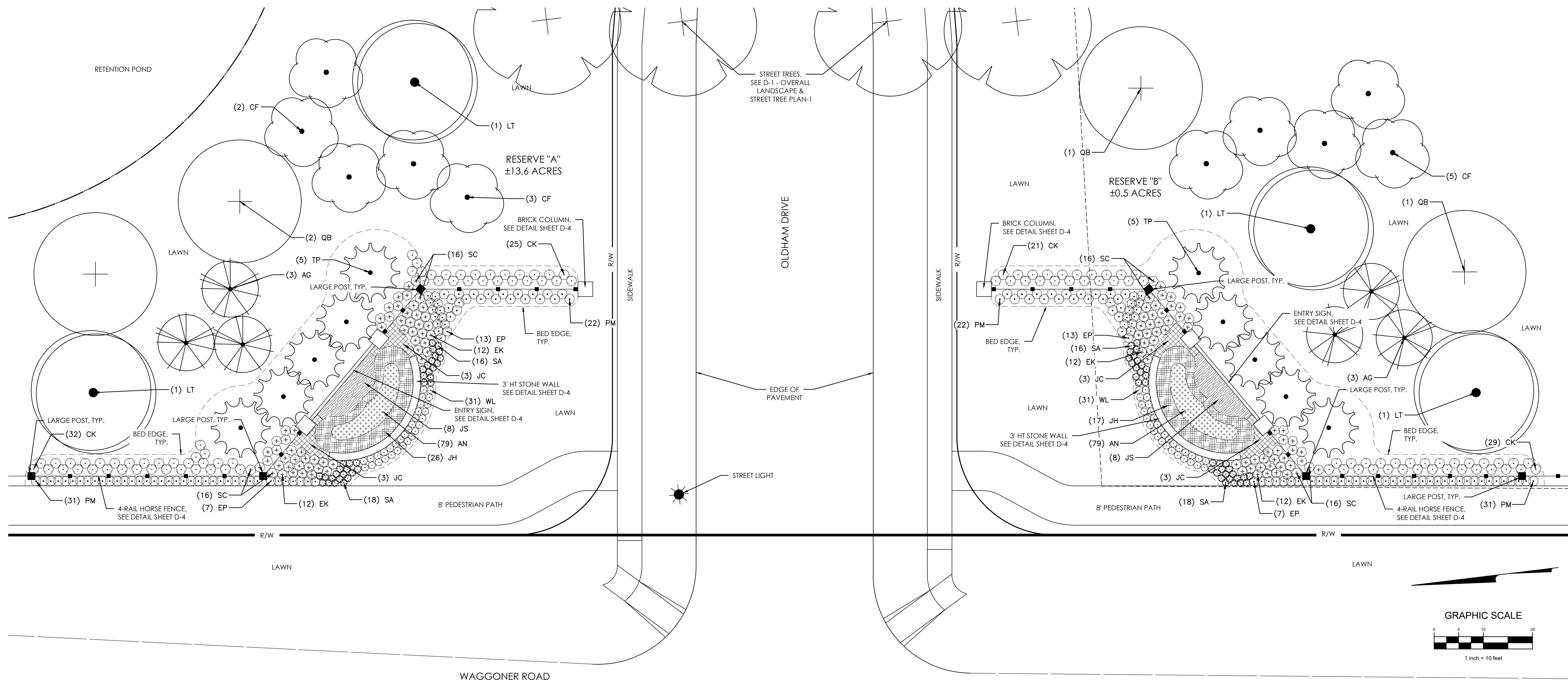
ENTRY LANDSCAPE ENLARGEMENT PLAN

MAJOR SITE PLAN FOR

SPRING HILL FARM

SECTIONS 5 AND 6, TOWNSHIP 16, RANGE 20
REFUGEE LANDS

CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO
REFUGEE LANDS

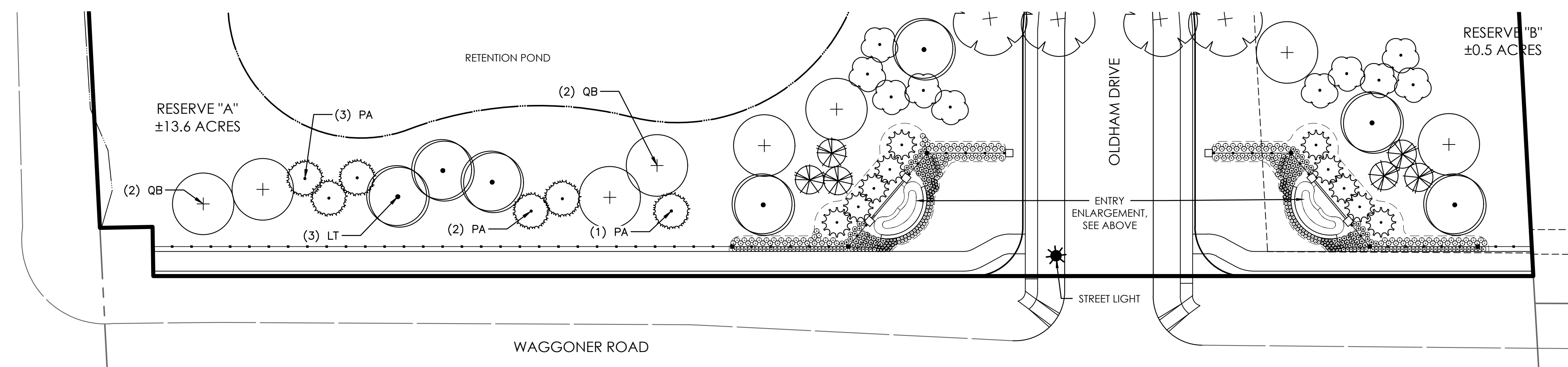


ENTRY ENLARGEMENT

SCALE: 1"=10'

PLANT SCHEDULE ENTRY LANDSCAPE

<u>TREES</u>	<u>QTY</u>	<u>BOTANICAL / COMMON NAME</u>	<u>SIZE</u>	<u>CONDITION</u>	
LT	4	Liriodendron tulipifera Tulip Tree	2" Cal.	B&B	
QB	4	Quercus bicolor Swamp White Oak	2" Cal.	B&B	
<u>EVERGREEN TREES</u>	<u>QTY</u>	<u>BOTANICAL / COMMON NAME</u>	<u>SIZE</u>	<u>CONDITION</u>	
TP	10	Thuja plicata 'Green Giant' Green Giant Arborvitae	6' Ht.	B&B	
<u>ORNAMENTAL TREES</u>	<u>QTY</u>	<u>BOTANICAL / COMMON NAME</u>	<u>SIZE</u>	<u>CONDITION</u>	
AG	6	Acer ginnala 'Flame' Flame Amur Maple	2" Cal.	B&B	
CF	10	Cornus florida 'Cherokee Brave' Cherokee Brave Dogwood	2" Cal.	B&B	
<u>GRASSES</u>	<u>QTY</u>	<u>BOTANICAL / COMMON NAME</u>	<u>SIZE</u>	<u>CONDITION</u>	
CK	107	Calamagrostis x acutiflora 'Karl Foerster' Feather Reed Grass	#2	Cont.	
PM	106	Panicum virgatum 'Heavy Metal' Heavy Metal Switch Grass	#2	Cont.	
<u>PERENNIALS</u>	<u>QTY</u>	<u>BOTANICAL / COMMON NAME</u>	<u>SIZE</u>	<u>CONDITION</u>	
EK	48	Echinacea x purpurea 'Kim's Knee High' Kim's Knee High Purple Coneflower	#2	Cont.	
EP	40	Echinacea purpurea 'Magnus' Magnus Purple Coneflower	#1	Cont.	
WL	62	Nepeta x faassenii 'Walkers Low' Walkers Low Catmint	#2	Cont.	
SA	68	Sedum x 'Autumn Joy' Autumn Joy Sedum	#1	Cont.	
SC	64	Solidago x 'Solar Cascade' Solar Cascade Goldenrod	#2	Cont.	
<u>SHRUB AREAS</u>	<u>QTY</u>	<u>BOTANICAL / COMMON NAME</u>	<u>SIZE</u>	<u>CONDITION</u>	<u>SPACING</u>
AN	158	Annularia Area Annulars	#1	Cont.	12" o.c.
JC	12	Juniperus chinensis sargentii Green Sargent Juniper	#3	Cont.	36" o.c.
JH	43	Juniperus horizontalis 'Blue Chip' Blue Chip Juniper	#3	Cont.	36" o.c.
JS	16	Juniperus sabinna 'Buffalo' Buffalo Juniper	#3	Cont.	36" o.c.



WAGGONER ROAD FRONTAGE ENLARGEMENT

SCALE: 1"=30'

PLANT SCHEDULE WAGGONER ROAD FRONTAGE LANDSCAPE					
<u>TREES</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>CONDITION</u>
LT	3	Liriodendron tulipifera	Tulip Tree	2" Col.	B&B
QB	4	Quercus bicolor	Swamp White Oak	2" Col.	B&B
EVERGREEN TREES					
<u>PA</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>CONDITION</u>
	6	Picea abies	Norway Spruce	8' Ht.	B&B

EXHIBIT "D-3"



Disclaimer: All details are for illustrative purposes only.

EXHIBIT "D-4"

[illegible]

PREPARED BY:

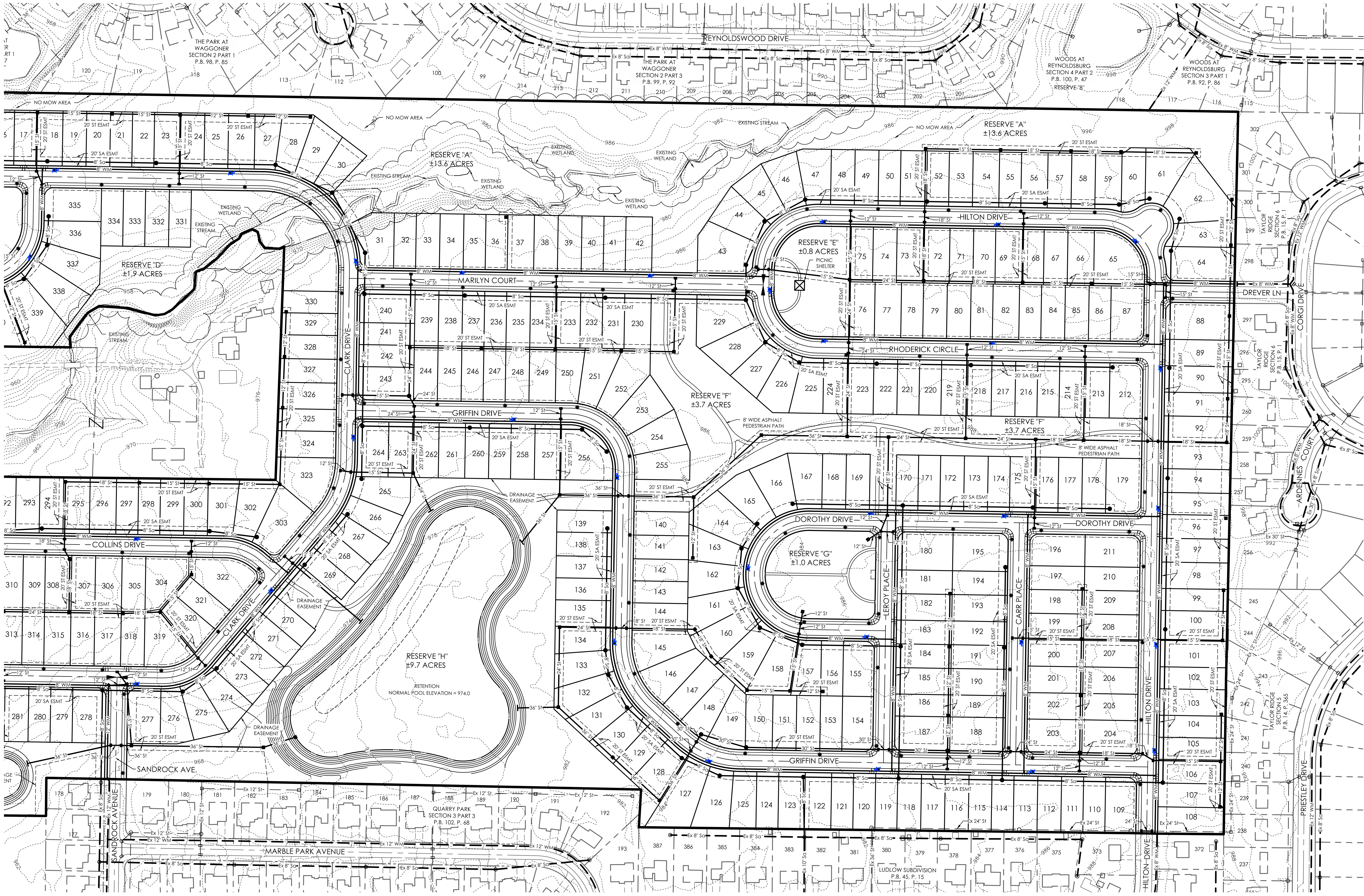


PREPARED FOR:

LANDSCAPE DETAILS

MAJOR SITE PLAN FOR SPRING HILL FARM SECTIONS 5 AND 6, TOWNSHIP 16, RANGE 20 REFUGEE LANDS REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

Attachment: D-4 Landscape Details (App #2020-5085, 700, 704, & 706 Waggoner Road, M/I Homes of Central Ohio, LLC)



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EMHT
Engineering & Construction
3000 New Albany Road, Columbus, OH 43260
Phone: 614.325.7500
www.emht.com

MT HOMES
Move Up
3 Eaton Oval Loop
Columbus, Ohio 43219
Phone: (614) 392-7720

UTILITY PLAN-2

MAJOR SITE PLAN FOR SPRING HILL FARM SECTIONS 5 AND 6, TOWNSHIP 16, RANGE 20 REFUGEE LANDS CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO



EXHIBIT "F-1"

SPRING HILL FARM

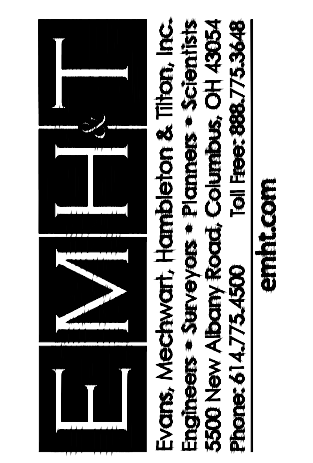
SECTIONS 5 AND 6, TOWNSHIP 16, RANGE 20
REFUGEE LANDS
CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

STREET LIGHT
PLAN-1

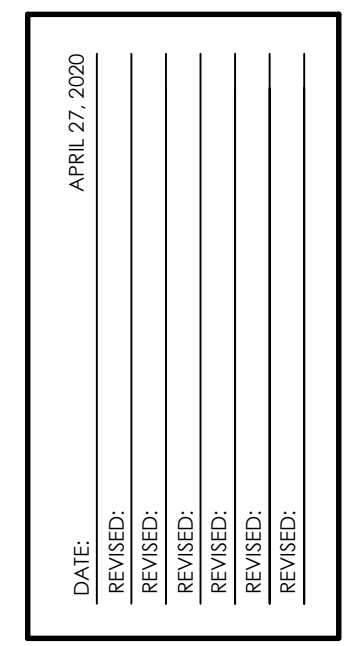
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PREPARED BY:



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BY: **EMH&T**
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com



M/I HOMES
Move Up
mihomes.com
3 Easton Oval Loop
Columbus, Ohio 43219
614.466.3300

PREPARED FOR:

STREET LIGHT
PLAN-2

MAJOR SITE PLAN FOR SPRING HILL FARM SECTIONS 5 AND 6, TOWNSHIP 16, RANGE 20 REFUGEE LANDS DEVON COUNTY, OREGON

CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

32

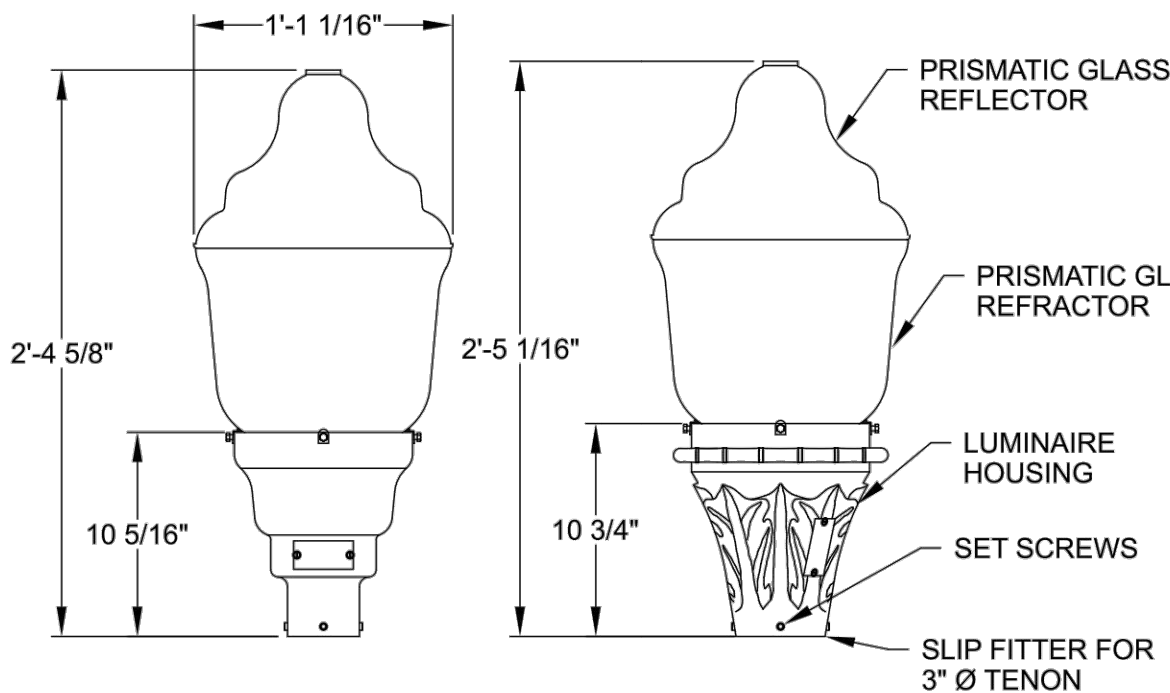
Schedule											
QTY	Manufacturer	Catalog Number	Description	Number Lamps	Filename	Lumens per Lamp	Lumen Multiplier	LLF	Wattage	Efficiency	Distribut ion
96	Holophane	GVD3 P20 30K XXXX GL3	GranVille Gen3, P20 Performance Package, 3000K CCT, 70CRI, Type 3, distribution no trim	1	GVD3_P20_30K_XXXX_GL3.ies	5695	1	0.86	37	100%	TYPE IV, MEDIUM, BUG RATING: B2 – U4 –G4

Statistics					
Description	Avg	Max	Min	Max/Min	Avg/Min
Griffin Tract Roadways	0.4 fc	1.4 fc	0.1 fc	14.0:1	4.3:1



GVD3s
Granville Classic Standard LED3

Catalog Number	
Notes	Type



Maximum weight - 47 lbs
Maximum effective projected area - 1.38 sq. ft.



SPECIFICATIONS

General Description
The GranVille Classic Standard LED3 is designed for use with traditional applications fitting 3" post top tenons. The traditional acorn-shaped luminaire, while reminiscent of the 1920's, contains a powerful, stalk-mounted Chip-On-Board LED platform with a precision optical system that maximizes post spacings while maintaining uniform illumination.

- Mechanical Specifications**
The luminaire housing shall:
- Be heavy grade A360 cast aluminum (aluminum with <1% copper)
 - IP55 rated housing, provides enclosure for the electrical module
 - Mount to slip-fitter that will accept 3" high by 2-7/8" to 3-1/8" O.D. pole tenon
 - Provide four uniquely designed stainless steel spring clips, enclosed in a clear polyvinyl chloride sleeve and adjusted by 1/4-20 hex-head bolts that securely cradle the prismatic acrylic refractor. The same ¼-20 bolts also support the decorative rib and banding assembly.
- The finish shall:
- Utilize a polyester power coat paint to ensure maximum durability
 - Meet 5,000-hour salt spray
 - Offer Tiger Drylac finishes that are applied by a Tiger Drylac certified facility.

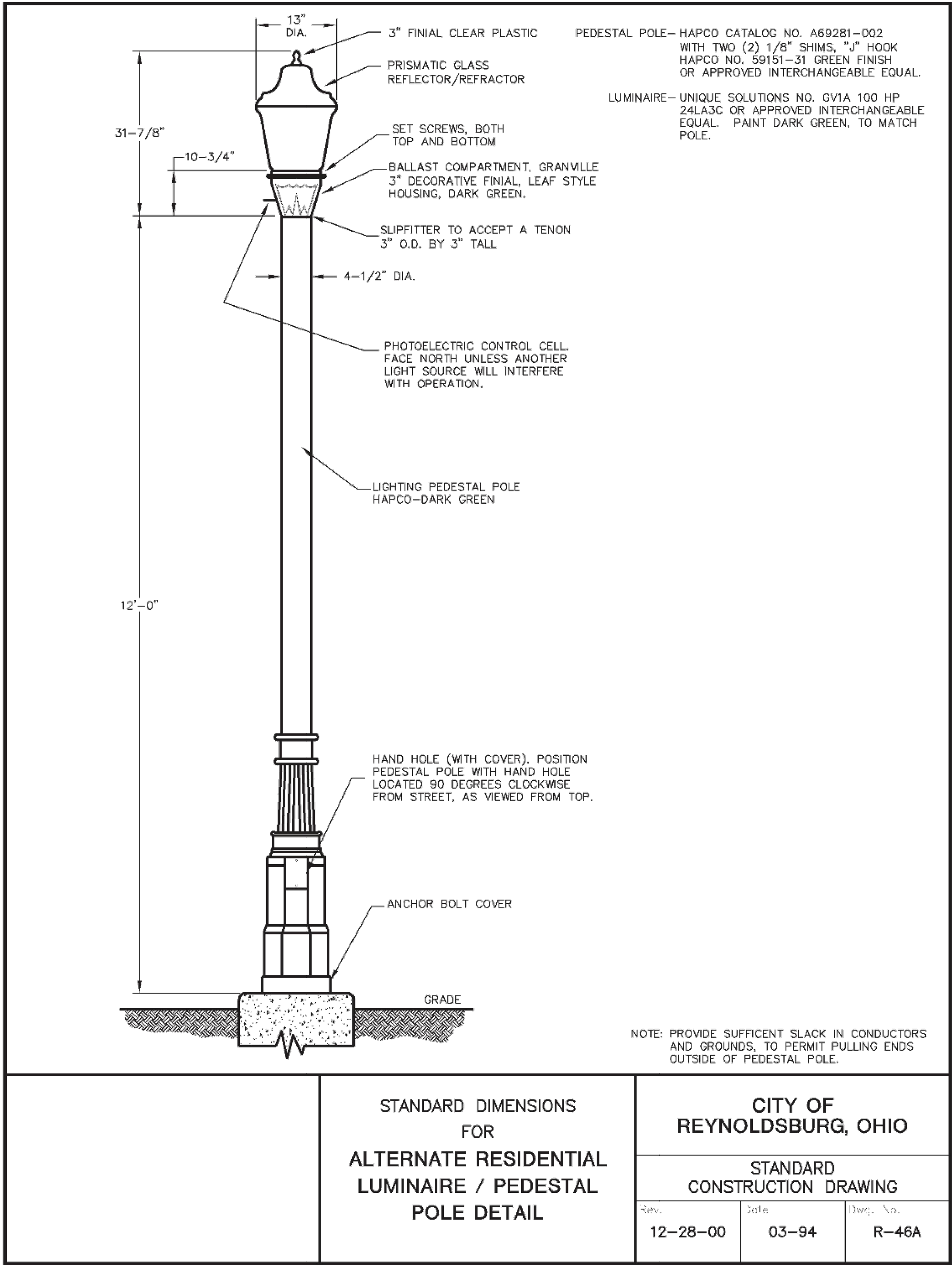
- Electrical Specifications**
The driver shall meet the following requirements:
- Certified by UL or CSA for wet locations
 - A factory programmable electronic driver with 0-10V dimming
 - LEDs shall have a minimum of 70 CRI and available in 2700K, 3000K, 4000K, and 5000K CCT
 - The electrical system shall be designed to meet ANSI/IEEE C62.41.2 and shall offer a 10kV/5kA surge protection, fail off, as standard with an upgradable 20kV/10kA surge protection, fail off with indicator light, option
 - Lumen output can be customized prior to manufacturing by way of PFDxx
 - The electrical components are mounted on an aluminum plate that is removeable with minimum use of tools.

Optical Specifications
The optical system is IP66 rated and consists of a precisely molded thermal resistant borosilicate glass refractor and top reflector mounted within the decorative glass optic. The top reflector redirects over 50% of the upward light into the controlling refractor while allowing a soft up-light component to define the traditional acorn shape of the luminaire. The lower refractor uses precisely molded prisms to maximize the pole spacings while maintaining uniform illuminance. Two refractors are available, designed for IES type III and V distributions. Lunar Optics shielding is available for asymmetric and symmetric distributions.

- Control Options**
The control options shall include, but not limited to, the following:
- Three (3) choices of button-style photocontrol kits specified to match voltage requirements: 120V, 208-277V, or 347V, and colored to match housing finish (480V kit not available).
- Certification and Standards**
- Luminaire shall be UL or CSA listed.
 - Suitable for operation in an ambient temperature up to 40°C / 105°F per UL or CSA certification
 - DesignLights Consortium® (DLC) qualified product. Not all versions of this product may be DLC qualified. Please check with the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified
 - LM79 compliant
 - Specifications may change without notice

Warranty – 5 Years Limited
Complete warranty terms located at:
www.acuitybrands.com/CustomerResources/Terms_and_Conditions.aspx.

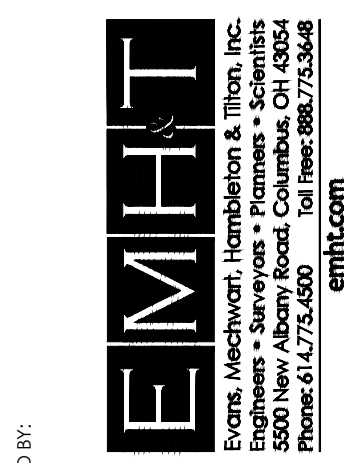
Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25°C Specifications subject to change without notice.



STANDARD DIMENSIONS
FOR
ALTERNATE RESIDENTIAL
LUMINAIRE / PEDESTAL
POLE DETAIL

CITY OF REYNOLDSBURG, OHIO		
STANDARD CONSTRUCTION DRAWING		
Rev. 12-28-00	Date 03-94	Drawn By R-46A

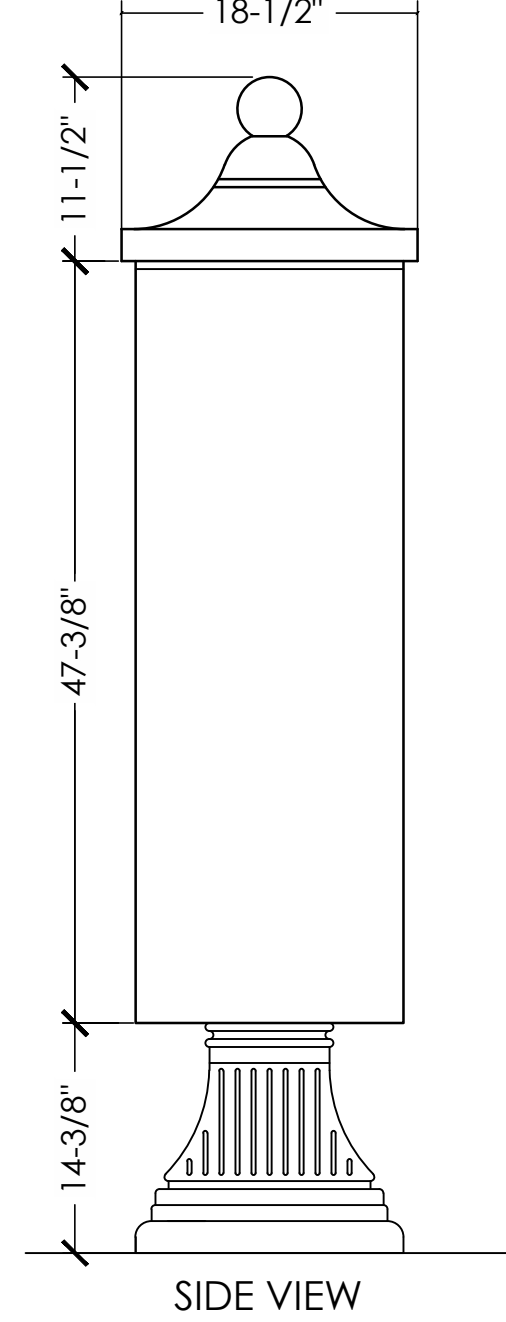
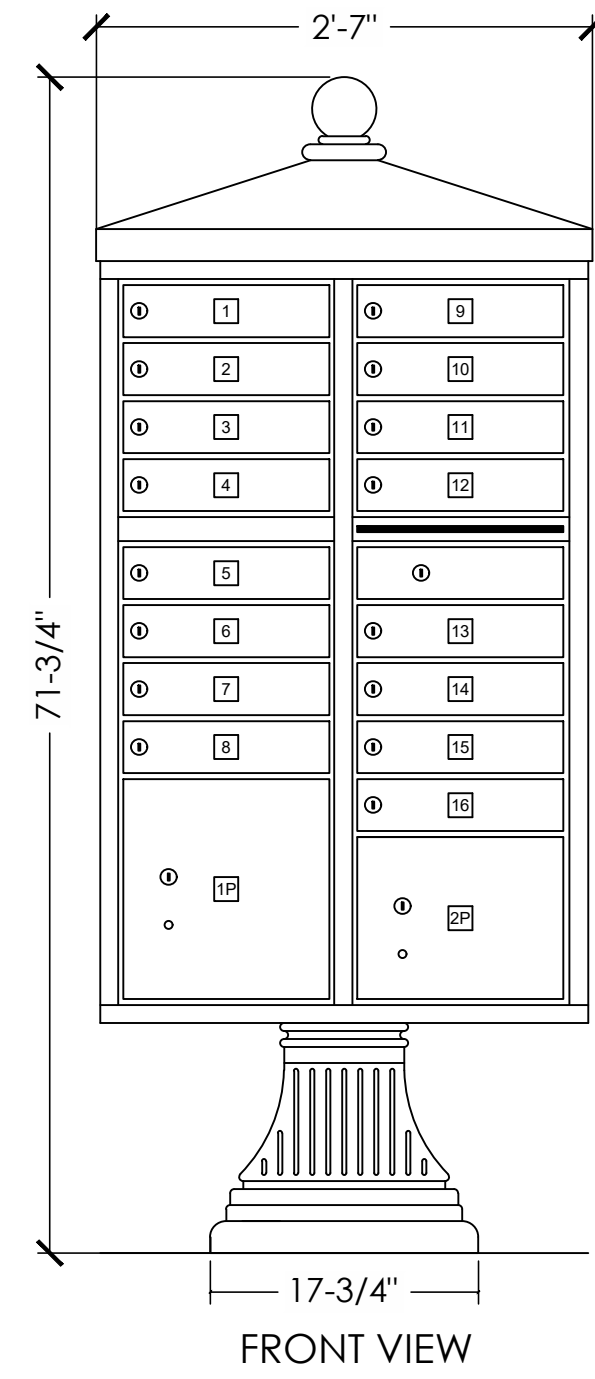
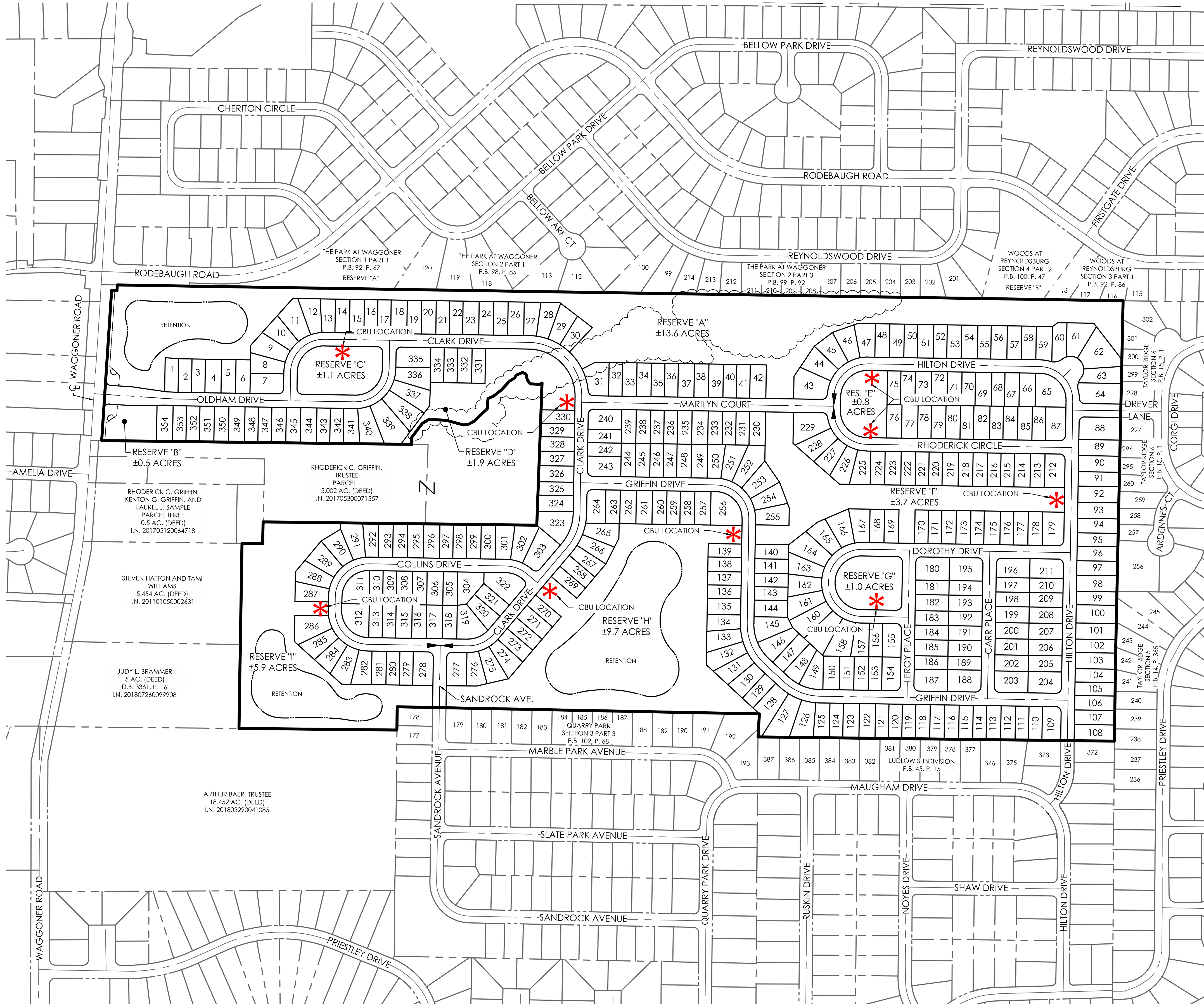
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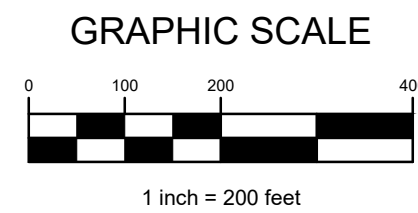
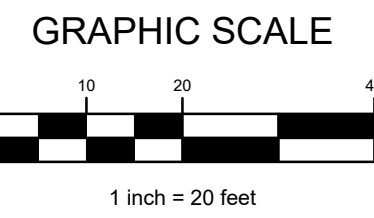
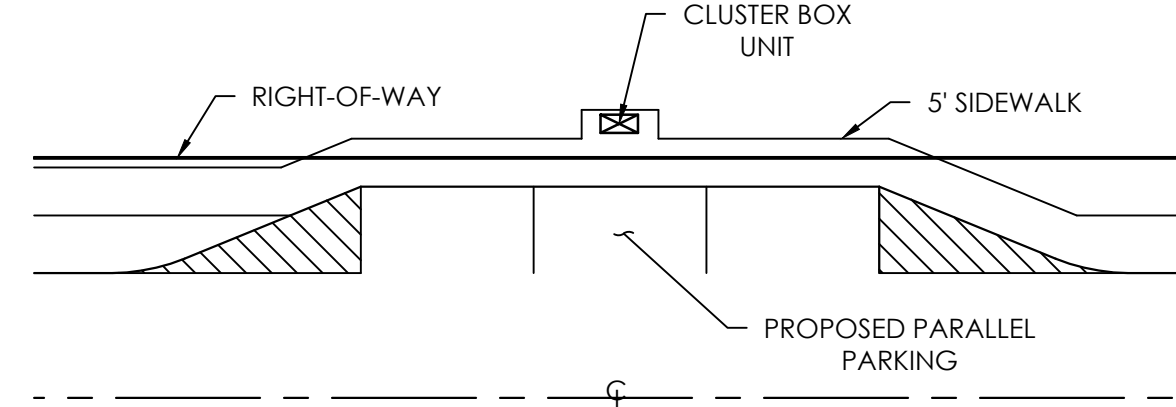
MAJOR SITE PLAN
FOR
SPRING HILL FARM
SECTIONS 5 AND 6, TOWNSHIP 16, RANGE 20
REFUGEE LANDS
CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

STREET LIGHT
PLAN-3

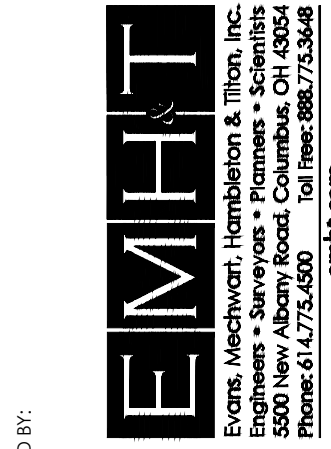
J:\2019\17\1\DWG\04SHEETS\MAJOR SITE PLAN\G-1 CLUSTER BOX UNITS.DWG plotted by OTHRA, SHAUN on 4/23/2020 8:31:57 AM last saved by SCHMIDT on 4/22/2020 10:58:36 AM



CBU
NO SCALE



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PREPARED BY:



PREPARED FOR:

CLUSTER BOX UNITS

MAJOR SITE PLAN FOR SPRING HILL FARM SECTIONS 5 AND 6, TOWNSHIP 16, RANGE 20 REFUGEE LANDS CITY OF REYNOLDSBURG, COUNTY OF FRANKLIN, STATE OF OHIO

Attachment: G-1 Cluster Box Units (App #2020-5085, 700, 704, & 706 Wagoner Road, M/I Homes of Central Ohio, LLC)

Instrument Book Page
201800000805 OR 337 2591

201800000805
TRANSHIO RESIDENTIAL TITLE
ATTN ANGIE RATLIFF
3 EASTON OVAL STE 230
COLUMBUS OH 43219

201800000805
Filed for Record in
MADISON COUNTY, OHIO
CHARLES E REED, RECORDER
02-14-2018 At 01:35 pm.
DECLARATION 540.00
OR Book 337 Page 2591 - 2656

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

FOR

DARBY FIELDS

**(A Planned Community Under
Chapter 5312 of the Ohio Revised Code)**

Cross Reference: Slide B, Pages 395-397
 Slide B, Pages 398-401

This instrument was prepared by:

Calvin T. Johnson, Jr.
Brosius, Johnson & Griggs, LLC
Attorneys at Law
1600 Dublin Road, Suite 100
Columbus, Ohio 43215

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- EXHIBIT A – LEGAL DESCRIPTION OF THE PROPERTY
- EXHIBIT B – CODE OF REGULATIONS
- EXHIBIT C – APPROVED FENCE DETAIL
- EXHIBIT D -- SPECIAL EASEMENT AREAS
- EXHIBIT E – ILLUSTRATIVE DRAWINGS

Draft

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

FOR

DARBY FIELDS

THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS AND ASSESSMENTS (the “**Declaration**”) is made as of the 9th day of Feb, 2018, by M/I Homes of Central Ohio, LLC, an Ohio limited liability company, of 3 Easton Oval, Columbus, Ohio 43219 (“**Declarant**”).

A. Declarant is the owner of the real property more fully described in Exhibit A attached to this Declaration and by this reference incorporated herein (the “**Property**” as defined hereinafter).

B. Declarant desires to develop and is developing the Property into a residential subdivision to be known as Darby Fields (hereinafter the “**Subdivision**”), and desires hereby to and does restrict the use and occupancy of the Property for the protection of the Property and the future owners of the Property and to provide for the preservation of the values of and amenities in the Subdivision for the benefit of the present and future Owners of the Lots in the Subdivision and the Improvements constructed on them.

C. Declarant desires that all of the Property be encumbered with the covenants, easements, restrictions and conditions set forth herein which shall run with the land and be binding on all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, including the future Owners of any Lot subject to the provisions of this Declaration, the Declarant, the Declarant’s successors and assigns, and any utility companies, whether public or private, who are granted rights herein.

D. Located contiguous to or near the Subdivision is property that has been or in the future may be developed as an extension of the Subdivision with subdivision lots for single-family homes to be built on them, and additional landscaped, green areas and/or other amenities and improvements, and subjected to the plan and restrictions created hereby. This property is referred to herein as the “**Additional Property**.”

E. Declarant deems it desirable for the accomplishment of these objectives to create an association to which is delegated and assigned the non-exclusive right and obligation to administer and enforce the provisions hereof, to own and/or maintain various Reserves and opens spaces, to have easement rights with respect to certain property, to administer such property, and to collect and disburse funds necessary to accomplish these objectives. Accordingly, Declarant shall cause to be incorporated DARBY FIELDS

HOMEOWNERS' ASSOCIATION, INC., (the "Association"), as a nonprofit corporation, under and pursuant to the laws of Ohio, whose Members are and will be all of the Owners of a Lot or Lots in Darby Fields, as the same may be comprised from time to time.

COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS AND ASSESSMENTS

NOW THEREFORE, in pursuance of a general plan for the protection, benefit and mutual advantages of the property in the Subdivision, Declarant, with respect to the property described on Exhibit A of this Declaration, hereby declares that all of the Property (currently being all of the property described on Exhibit A to this Declaration) shall be subject to Chapter 5312 of the Ohio Revised Code (the "Planned Community Act") and shall be held, sold, conveyed and occupied subject to the following covenants, easements, conditions and restrictions, which are for the purpose of protecting the values and desirability of, and which shall run with the title to, each part of the Subdivision, and be binding on all parties having any right, title or interest therein, and each part thereof, and their respective heirs, successors and assigns, and shall inure to the benefit of and be enforceable by Declarant, each owner of property in the Subdivision, the Association, the Village of Plain City and the respective personal representatives, heirs, successors and assigns of each:

GENERAL PROVISIONS

I. APPLICABILITY

A. This Declaration shall initially apply to the entire Property as described on the attached Exhibit A. If Declarant owns, and/or acquires additional parcels adjacent to or near the Property, intended by Declarant for future development, generally consistent with the development of the Property, Declarant may annex said additional parcels to, and declare them to be, subsequent phases of the Subdivision. Upon such annexation, Declarant shall have the right, but not the obligation, to subject such annexed parcels to the terms and conditions of this Declaration. Declarant may subject annexed parcels to this Declaration without modification, or Declarant may supplement and amend this Declaration as it applies to such additional phases of development. As to each development phase of the Subdivision, Declarant may re-record this Declaration with an attached exhibit which modifies and/or supplements this Declaration with respect to such phase, or Declarant may incorporate this Declaration by reference into a supplemental declaration or an amendment or supplement to this Declaration which establishes the modifications and/or supplemental provisions desired by Declarant to be applicable to such phase. The modifications and/or supplemental provisions applicable to different phases of development at the Subdivision may be comparable to, more restrictive or less restrictive than the parallel provisions applicable to other development phases, as

determined to be appropriate by Declarant in the exercise of its sole discretion so long as such modifications or supplemental provisions do not affect a substantive right of the Village of Plain City under this Declaration or any amendment hereto unless approved by the Village of Plain City. In the event of any inconsistency between the provisions of this Declaration and the provisions of any phase-specific modifications and/or supplements or amendments to this Declaration, the terms of the phase-specific document shall control.

II. DEFINITIONS

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

A. “Additional Property” -- property that may in the future be subjected to the plan for the Subdivision provided hereby, and consists of such other property as Declarant, in its sole discretion, may from time to time determine and designate as Additional Property.

B. “Articles” and “Articles of Incorporation” – the Articles of Incorporation when filed with the Secretary of State of Ohio, incorporating Darby Fields Homeowners’ Association, Inc. (the “Association”) as a nonprofit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio (“Chapter 1702”).

C. “Assessments” – charges levied by the Association on Lots and their Owners, consisting of Operating Assessments, Special Assessments and Individual Lot Assessments.

D. “Association” – an association of all of the Owners of Lots in the Subdivision, at any time, except Owners of Exempt Property with respect to that property. The Association is being incorporated as an Ohio nonprofit corporation named Darby Fields Homeowners’ Association, Inc., or similar, and its successors and assigns, which Association is also an “Owners Association” as that term is defined in Chapter 5312 of the Revised Code of Ohio.

E. “Association Governing Documents” – the Association’s Articles of Incorporation, Code of Regulations, its Rules and all amendments thereto, this Declaration and all amendments and/or supplements thereto, applicable building and zoning laws and ordinances, and any recorded plats.

F. “Board” and “Board of Directors” – the board of directors or other management body of the Association.

G. “Code of Regulations” and “Code” – the Code of Regulations of the Association (often referred to as “bylaws”) created under and pursuant to the provisions

of Chapter 1702, providing certain operating rules and procedures for the Association. A true copy of the Code of Regulations is attached to this Declaration as Exhibit B and made a part hereof by this reference.

H. “Common Elements” – all real and personal property now or hereafter acquired by the Association, or benefited by easement to it, pursuant to the provisions hereof, or otherwise, for the common use and the enjoyment of the Owners, or for the operation of the Association. The Common Elements may include open spaces, reserve areas, entranceway and community border features, detention areas, private drives, and other property designated by Declarant or the Board (as the Board will be constituted following the Turnover Date) to be Common Elements, and benefiting the Owners and Occupants of those Lots and Improvements in the Subdivision. The Common Elements shall include not only real or personal property owned by the Association, but also shall include real or personal property for the maintenance of which the Association has responsibility under this Declaration, pursuant to applicable zoning regulations, approved plat(s), and/or under any agreement entered into by the Declarant or by the Association, the terms of which are binding on the Association. The Common Elements initially include the ownership of and maintenance responsibilities for Reserves A, B, C, D, E and F, respectively, as described in Exhibit A, and the improvements thereon, and may include additional areas in the future as Additional Property is made part of the Subdivision.

I. “Common Expense” – an expense incurred in owning, maintaining, improving or operating the Common Elements or in operating the Association pursuant to the provisions of the Association Governing Documents and the Planned Community Act.

J. “Declarant” – M/I Homes of Central Ohio, LLC, and any manager, member, officer, successor or assignee thereof to which Declarant specifically assigns any of its rights under this Declaration by a written instrument.

K. “Declaration” – this instrument, by which the Property is hereby submitted to the provisions hereof, as the same may be amended or supplemented from time to time.

L. “Design Review Board” – the board or committee appointed by the Board to have the power and authority to establish and enforce architectural standards governing the construction of, and all subsequent modifications, additions or alterations to, Improvements in the Subdivision and to review, approve or disapprove the same. This Design Review Board is not the same as the Uptown Plain City Historic District Design Review Board that exists under the Village of Plain City Ord. 1327.05.

M. “Exempt Property” -- means the portion of the real property comprising the Subdivision (1) now or hereafter dedicated to common public use or owned by the United States, the State of Ohio, any County, Village, City, Township, school board, or similar

governmental body, or any instrumentality or agency or any such entity, for so long as any such entity or any such instrumentality or agency shall be the owner thereof, or (2) owned by the Association; provided in either such case, the same is not utilized as a residence.

N. “Improvements” – all man-made or man-installed alterations to the Property which cause the Property to deviate from its natural condition, including but not limited to single-family homes, dwellings, buildings, outbuildings, sheds, garages and other structures; overhead, aboveground and underground installations, including without limitation, utility facilities and systems, lines, pipes, wires, towers, cables, conduits, poles, antennae and satellite dishes; flagpoles; swimming pools, hot tubs and spas; tennis and all other types of permanent installed recreational courts, fixtures and facilities, including basketball hoops, and lacrosse and soccer goals; children's recreational equipment or structures, including playground equipment, swing-sets, playhouses, tree houses and forts; pet houses, runs, and enclosures; changing of colors or materials; exterior ornamentations; exterior lighting; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, mailboxes, trellises, walls, retaining walls, exterior stairs, decks, patios and porches and walkways; planted trees, hedges, shrubs and other forms of landscaping; and all other structures or improvements of every type.

O. “Individual Lot Assessment” – an Assessment that the Board may levy upon a Lot and its Owners to reimburse the Association for costs incurred solely on behalf of that Lot, or the Owners thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner of that Lot; costs of additional insurance premiums reasonably allocable to an Owner because of use of Improvements on that Lot; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; administrative charges for violations of the Association Governing Documents, late charges, and interest on delinquent Assessments, and costs of collection of delinquent obligations to the Association, including, but not limited to, attorneys’ fees and court costs, and all other charges reasonably determined to be chargeable solely to a Lot and its Owners.

P. “Lot” – a separate parcel of real property now or hereafter identified upon a recorded plat of property in the Subdivision, or any portion thereof, or recorded re-subdivision thereof and any other separate parcel of real property designated as a Lot by Declarant, and which property has been subjected to the provisions of this Declaration, excluding the Common Elements and any portion of the Property dedicated for public use. Declarant reserves the right to split and/or combine currently platted Lots into new platted Lots without the consent or approval of Owners of other Lots in the Subdivision, as Declarant may deem such split or combination to be beneficial to the Property from time to time. Any and all references herein to a “Lot” shall include any such re-platted Lots. Once a split/combination is completed, the former lots shall cease to be “Lots” for any and all purposes hereunder.

Q. “Manager” – the person or entity retained by the Board to assist in the management of the Association.

R. “Member” – any Person or entity meeting the requirement for membership in the Association.

S. “Occupant” – a Person lawfully residing in a dwelling on a Lot, regardless of whether that Person is an Owner.

T. “Operating Assessment” – an Assessment that the Association through its Board may levy from time to time upon all Lots, other than Exempt Property, and their Owners, pursuant to the terms of this Declaration and the Planned Community Act, to provide funds to pay Common Expenses, that is, funds needed to meet cash requirements of the Association for its operations and reasonable reserves.

U. “Owner” – the record owner, whether one or more persons or entities, of fee simple title to a Lot, excluding vendors under recorded land installment contracts, but including other contract sellers and the Declarant, but excluding all others having an interest merely as security for performance of an obligation.

V. “Person” – a natural individual, trustee, corporation, partnership, limited liability company, or other legal entity capable of holding title to real property.

W. “Planned Community Act” – Chapter 5312 of the Ohio Revised Code.

X. “Property” – all of the real property described in Exhibit A attached to this Declaration and such Additional Property as may be annexed by amendment or supplement to this Declaration or otherwise added to the Subdivision by a supplemental declaration or amendment or supplement to this Declaration from and after such time as the Additional Property is subjected to the provisions hereof, and also includes real property that is owned in fee simple by the Association together with all easements and appurtenances.

Y. “Reserve Fund” – the fund established pursuant to Article IX.

Z. “Rules” – the rules and regulations governing (1) use of the Property in the Subdivision and (2) the conduct of Members and their respective families, guests, licensees and invitees, as may be established by the Board from time to time, together with the architectural standards that may be adopted by the Design Review Board from time to time.

AA. “Special Assessment” – an Assessment that the Association through its Board may levy upon all Lots, except Exempt Property, and the Lots Owners to pay for

unanticipated operating deficiencies, or to pay for capital expenditures not regularly budgeted and not to be paid out of monetary reserves, such as costs for major capital improvement replacements and for major new capital improvements, or any other similar purpose determined appropriate by the Board in furtherance of its functions hereunder.

BB. "State" – the State of Ohio, and, unless the context requires otherwise, any political subdivision thereof exercising jurisdiction over the Property.

CC. "Subdivision" – all property that at any time has been subjected to the provisions of this Declaration, initially including all of the Property described in Exhibit A attached to this Declaration, and will include all property subjected to the provisions of the Declaration by amendment or supplement to the Declaration or by supplemental declaration, and all property owned by the Association, together with all easements and appurtenances.

DD. "Turnover Date" – the date on which Declarant relinquishes its exclusive right to appoint all members of the Board, which date shall be no later than the date when the Subdivision, including all Additional Property, has been fully developed, homes have been constructed on each Lot and all Lots with homes constructed thereon have been deeded to bona fide home purchasers unrelated to Declarant or builders approved by Declarant; provided Declarant reserves the right, in its sole and unfettered discretion, to turn over control of the Association, or selected functions thereof, at such earlier time as it determines.

III. GOALS

The covenants, easements, conditions and restrictions contained in this Declaration are declared to be in furtherance of the following purposes:

- A. Compliance with all zoning and similar governmental regulations;
- B. Promotion of the health, safety and welfare of all Owners and residents of the Property a part of the Subdivision;
- C. Preservation, beautification and maintenance of the Property and all Improvements;
- D. Ownership, administration, preservation, beautification and maintenance of the Common Elements and all Improvements thereon;
- E. Enforcement of architectural controls and restrictions applicable to the Subdivision;

F. Provide for mandatory membership of Owners in the Subdivision, as it may be constituted, from time to time, in the Association, and for the assessment and collection of funds to fulfill its objectives;

G. Establishment of requirements for the development and use of the Property;
and

H. Compliance with the provisions of the Planned Community Act.

DEVELOPMENT & USE RESTRICTIONS

IV. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property and Improvements thereon shall run with the land and be binding upon the Declarant and every Owner or Occupant, their respective heirs, successors and assigns, as well as their licensees, family members, guests, and invitees:

A. Use of Lots. Except as otherwise permitted herein, each Lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to a residence. No Improvements may be constructed on any Lot until and unless the plans therefor have been approved by the Design Review Board (or Declarant if no Design Review Board has been established) as provided for hereinafter. The foregoing notwithstanding, all Improvements are subject to and shall continue to be subject to the requirements of any governmental entity exercising jurisdiction over such Improvements and the Lot. All Improvements, excepting only landscaping, shall be constructed no nearer the street or streets on which a Lot fronts than the platted setback line(s) for such Lot, unless a variance to permit construction forward of a setback line has been approved by the appropriate governmental entity exercising jurisdiction over the Lot, and by the Design Review Board.

B. Use of Common Elements. Any Common Element may be used only in accordance with the purposes for which it is intended and for any reasonable purposes incidental to the residential use of a Lot and shall be subject to the rules and regulations governing the use as promulgated by the owner or owner(s) of the property. All uses of the Common Elements owned by the Association shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and Occupants, and shall comply with the provisions of this Declaration, the laws of the State, the Rules, and the other Association Governing Documents. The Association, acting through its Board of Directors, shall possess all power and authority vested in it pursuant to the Articles of Incorporation and Code of Regulations of the Association, the Declaration, the other Association Governing Documents, and the Planned Community Act, including, but not limited to, the right to (1) contract, lease, or assign interest in; (2)

initiate, defend, negotiate and settle claims arising from casualty, condemnation or other actions with respect to; and (3) establish Rules governing conduct upon the Common Elements owned by the Association and all Improvements located thereon.

C. Hazardous Actions or Materials. Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Elements that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Elements, or that might or that does unreasonably disturb the quiet occupancy of any Person occupying a dwelling on any other Lot. These provisions shall not be construed so as to prohibit the Declarant from construction activities consistent with reasonable residential construction practices.

D. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (1) marketing signs installed by the Declarant while marketing the Lots and residences for sale; (2) street and identification signs installed by the Association, a local governmental body having jurisdiction over the streets within the Subdivision or the Declarant; (3) one temporary real estate sign on a Lot not to exceed six square feet in area advertising that such Lot is for sale or rent; (4) for a reasonable period of time before, and not to exceed three days after, a public governmental election in which the Lot Owners are permitted to vote, up to three temporary political signs of not more than six square feet each, expressing support for or opposition against an individual candidate or issue which is the subject of the current election; and (5) Subdivision and entry identification signage for the Subdivision. Political signs containing information or expressing opinions other than simple support for or opposition against a specific candidate or issue may be removed by the Association and not more than one sign for or against any specific candidate or issue may be posted or displayed on any one Lot. No such signs may be posted in or on any portions of the Common Elements owned by the Association except signs authorized and approved by the Board.

E. Animals. No Person may keep, breed, board or raise any animal, livestock, reptile, or poultry of any kind for breeding or other commercial purpose on any Lot, or in or upon any part of the Common Elements, unless expressly permitted by the Rules. All domestic pets shall be properly restrained and shall not be permitted to roam free or loose on the Property, other than on the Lot of the owner of such pet(s). No animal, including a domestic pet, shall be kept on the Property if the size, type or characteristics of such animal constitute a nuisance. Proper Lot maintenance as required elsewhere herein shall include the obligation to regularly remove pet waste from an Owner's Lot. Outdoor dog houses, animal cages, dog runs and other similar objects, whether or not affixed to the ground, are prohibited without the express prior review and approval of the Design Review Board, which may be withheld in the Design Review Board's sole and unfettered discretion.

F. Nuisances. No noxious or offensive trade shall be permitted on the Property or within any dwelling, building or other structure located on the Property, nor shall any use be made nor condition allowed to exist on any Lot which unreasonably disturbs or interferes with the quiet occupancy of any person residing on any other Lot. These provisions shall not be construed so as to prohibit Declarant or any other builder in the Subdivision from construction activities consistent with reasonable or customary residential construction practices.

G. Business. No industry, business, trade, occupation or profession of any kind may be conducted, operated or established on the Property, without the prior written approval of the Board. This provision shall not prohibit (1) a "home office" use provided such use does not entail any non-resident employees, generate any traffic or additional parking, require any signage, and is operated in compliance with all laws including any Rules established by the Board and applicable governmental regulations; (2) an Owner or Occupant may maintain a personal or professional library, keep personal business or professional records or accounts, conduct personal business, make professional telephone calls or correspond in or from a residence; and (3) during the construction and initial sales period, the use of Lots, including dwellings and other Improvements constructed thereon, and Common Elements for construction and sales purposes by Declarant and/or by builders approved by Declarant, including the construction and operation of sales models and/or trailers by Declarant and/or by builders as approved by Declarant, in its sole discretion, until dwellings have been constructed on all Lots and all Lots with dwellings on them have been conveyed to bona fide residential home purchasers.

H. Storage. Except for the reasonably necessary activities of the Declarant during the development of the Property (including the construction of dwellings or other Improvements by Declarant), no open storage of any kind is permitted. No storage buildings of any kind are permitted, including without limitation, sheds or barns, without the prior approval of the Design Review Board. The limitations contained in this section shall not apply to any storage as may be necessary during the construction of a dwelling on a Lot by Declarant or builders approved by Declarant.

I. Hotel/Transient Uses; Leases. No Lot or Improvements thereon may be used for hotel or transient uses, including without limitation, uses in which an Occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders that is, rental to one or more Persons of only a portion of a residence on the Lot. All leases shall be in writing and shall be subject to this Declaration and the other Association Governing Documents.

J. Vehicles.

1. The Board is granted the power and authority and shall be entitled to create and enforce reasonable Rules concerning placement and the parking of any vehicle permitted in or on the Property or in the Subdivision. In addition to the Board's authority to levy Individual Lot Assessments as administrative or enforcement charges for the violation of such Rules, the Board shall be authorized to cause the removal of any vehicle violating such Rules, including on Lots, unless such vehicles are located in permitted, enclosed structures shielded from view.

2. No commercial vehicles, snowmobiles, watercraft, trailers, campers, buses or mobile homes shall be parked or stored on a street in the Subdivision, or on any Lot (except in an enclosed permitted structure shielded from view). The Board may permit the occasional, non-recurring parking of vehicles otherwise prohibited by the foregoing sentence, and may require as a condition of such permission that the owner of the vehicle or Lot on which it is parked substantiate that such parking is limited to less than forty-eight (48) consecutive hours, and not more than ninety-six (96) cumulative hours in any thirty day period. Nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots or the development of the Subdivision by Declarant or builders, employees and contractors approved by Declarant. In addition, no automobile or other motorized vehicle of any type or description which is not functionally or legally operable on public highways shall be kept, stored, operated or maintained on or in front of any Lot within the Subdivision for a period longer than seven days, unless the same is entirely contained and shielded from view within a permitted structure. Any vehicle so kept, stored, operated or maintained shall be considered a nuisance, and the Board shall have the right and authority to have the same removed at the owner's expense.

As used herein, the word "trailer" shall include trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit occupancy thereof, or the storage or conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The term "commercial vehicle" shall include and mean every type of vehicle, whether or not motorized, which is designed and used exclusively or primarily for anything other than personal transportation of ten or fewer persons at one time. Vehicles larger than ten person passenger vans are conclusively presumed to be commercial vehicles, whereas passenger cars, passenger vans (full-sized or mini-vans), pickup trucks, sports-utility vehicles, and motorcycles are presumed to be designed and used for personal transportation. Vehicles which are not conclusively presumed to be commercial by virtue of their size, and which are used by the operator thereof for

both business and personal purposes, shall not be considered “commercial vehicles” merely by virtue of advertising information painted or otherwise affixed thereto.

3. The other provisions of this Section J notwithstanding, the parking of any vehicle in the Subdivision must at all times comply with the applicable ordinances of the Village of Plain City and each Lot Owner and/or vehicle owner is responsible for ensuring compliance with the same.

K. Trash. Except for the reasonably necessary activities of the Declarant during the development of the Property, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers, screened from view and stored either inside of a permitted structure or within screened areas approved by the Design Review Board and located to the side or rear of the home constructed on the Lot so as to minimize or eliminate their visibility from the street. Any permitted structure or screened area must comply with all setbacks, requirements of any governmental entity having jurisdiction over a Lot and the Codified Ordinances of the Village of Plain City. The foregoing notwithstanding, trash cans and other waste containers shall be permitted to be placed near the street on days when refuse collection occurs or as otherwise permitted by the Rules.

L. Antennae. To the extent such prohibition is permitted by federal legislation, no radio, satellite dish, television or other electronic antennae or aerial may be erected or maintained on any Lot or on the exterior of any Improvement, without the prior written approval of the Design Review Board. Standard TV antennae and other over-the-air reception devices (including satellite dishes) of one meter (39.4 inches) in diameter or less shall be permitted provided, however, that no exterior antenna, satellite dish or similar exterior improvement shall be installed upon any Lot without first providing written notice to the Design Review Board. Installation of standard TV antennae and over-the-air reception devices shall comply with any and all rules and guidelines adopted by the Design Review Board or the Board concerning location and general screening requirements and reasonable color blending requirements in order to minimize visual disturbance; provided, however, that such rules or regulations do not unreasonably increase the cost of installing, maintaining, or using such devices, or otherwise unreasonably delay an Owner’s right to receive acceptable over-the-air signals.

M. Utility Lines. All newly installed utility lines on the Property shall be underground, subject to the requirements of relevant governmental authorities and utility companies.

N. Drainage and Grading. No drainage ditches, cuts, swales, impoundments, mounds, knobs, or hills, and no other physical improvements or elements of the landscape

or terrain which control or determine the location or flow of surface water and drainage pattern, may be destroyed, altered or modified by or at the direction or with the consent of any Lot Owner without the prior consent of the Design Review Board and, if required, the Village of Plain City. No Improvement shall be made in any manner whatsoever that is inconsistent with the master grading plans established by Declarant for the Subdivision, or any part thereof, without the prior written consent of the Design Review Board and, if required, the Village of Plain City. The Association and its representatives and the Village of Plain City and its representatives shall have the right to enter upon any Lot and any portion of the Subdivision and remedy or repair any such destruction, alteration, modification, or improvement without being guilty of trespass and without liability to any owner with respect to the same or the consequences thereof.

O. Tanks. No tanks for the storage of propane gas, fuel oil or any other combustible substance shall be permitted to be located above or beneath the ground of any Lot except that propane gas grills are permitted. This section shall not apply during the construction of any homes on Lots in the Subdivision or to any Lot containing a sales trailer of Declarant.

P. Street Trees. Each Owner shall be responsible for the care, maintenance, and, if necessary, replacement of any street tree located on that Owner's Lot or located in the public right-of-way immediately contiguous to that Owner's Lot. The Owner or Owners of each Lot agree to such uniform street trees and each Owner shall care for, and, if necessary, replace such tree or trees at the Owner's expense with a like type of tree.

Q. Mailbox. Declarant may designate a curb side mailbox for each Lot with a design giving uniformity to the Subdivision or, if directed by the United States Postal Service, install one or more cluster mailbox banks in the Subdivision. If a curb side mailbox is damaged, destroyed or deteriorates, then each Owner, at such Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailbox. If a curbside mailbox is installed, the numerical portion of the street address of the Lot served by a mailbox shall be clearly displayed on both sides of the mailbox.

R. Yard Lights and Lamp Posts. Each Lot shall include a light post in the front yard. The light fixture shall be dark sky compliant and include sensors that provide for automatic illumination during evening and nighttime hours. All yard lights and lamp posts shall conform to the standards set forth by the Declarant, the Design Review Board and the Village of Plain City.

S. Fencing. All fences constructed in the Subdivision shall comply with the requirements of the governmental entity having jurisdiction over the property on which the fence is located and shall remain subject to any permit that may be required by a

governmental entity having jurisdiction over the property on which the fence is located. In addition, the Design Review Board shall have the authority to establish standards according to which fencing and walls may be permitted in the Subdivision. Said authority shall include the power to prohibit fencing or walls, or both, entirely, to prohibit or require fencing or walls of certain types, and to prohibit or require fencing or walls of certain types (or entirely) in certain areas. All fencing and walls shall meet any applicable requirements (if any) in subpart T below, and shall conform to the standards set forth by the Design Review Board, and must be approved by the Board, in writing, prior to the installation thereof. By way of example, and not limitation, and subject to the provisions of subsection T below, compliance with the following standards shall be considered by the Design Review Board in reviewing fence applications:

1. Fences or walls should be constructed of wood, black aluminum or white vinyl. Certain other styles of aluminum fences may be approved by the Design Review Board, but and in no event shall chain link or other metal or wire fencing be permitted. Dark painted wire mesh or plastic mesh attached to the inside of an approved fence is permitted. A specific fence standard may be imposed, either by the attachment of an exhibit to this Declaration, or by Design Review Board action following the recordation hereof;
2. No fence or wall shall be constructed in excess of forty-eight inches (48") above finished grade, provided however that if a governmental agency exercising jurisdiction over the property on which the fence or wall is to be constructed requires a minimum height in excess of forty-eight inches (48") for safety reasons (i.e. swimming pool enclosure), such fence or wall may exceed forty-eight inches (48") above finished grade, but only to the extent necessary to meet the governmentally required minimum;
3. Fences or walls shall not be located closer to the street than a line parallel to the street and extending from the midpoint between the front and rear corners of the home, and in no event shall fences be located closer to any street than the building line shown on the recorded plat, except for ornamental railings, walls or fences not exceeding three feet (3') in height which are located on or adjacent to entrance platforms or steps; and
4. Fences shall be constructed parallel to property lines where possible, and shall be located either (i) immediately at the property line (so as to allow adjacent Owners to connect thereto with fencing), or (ii) set back not less than three feet (3') from the property line. Fences shall not be erected in such a fashion as to 'jog' around utility junction boxes unless such boxes are physically located straddling the property line.

The Declarant has the right to mandate the use of one or more specific fence styles by publishing a detail containing the construction specifications therefor. Such an election may be made by the attachment hereto of such a detail as Exhibit C, or by the later filing of an amendment or supplement to this Declaration containing the fence detail(s). If no Exhibit C is attached to this Declaration, the Declarant has not elected to require specific fencing at this time. Nothing contained herein shall be interpreted or construed to permit the use of approved fencing materials to accomplish a purpose or use otherwise prohibited hereunder.

T. Swimming Pools. No above-ground swimming pools shall be permitted. For purposes hereof, an “above-ground pool” shall be any swimming pool extending twelve inches (12”) or more above the finished grade of the Lot and having (1) a water surface area in excess of thirty-six (36) square feet or (2) a filtration system of any type. This paragraph shall not be intended to prohibit the installation of a hot tub, sauna or spa provided that they are completely screened from adjoining properties by fencing or landscaping. All swimming pools/spas must be approved by the Design Review Board prior to installation and shall be located in the rear yard enclosed by fencing and screening from adjoining properties and shall be located in accordance with the requirements of the Plain City Codified Ordinances. Storage of all maintenance equipment shall not be visible from streets, Common Elements, or adjacent Lots. Swimming pools/spas shall have code compliant fencing and shall further be in accordance with the requirements and provisions of the Plain City Codified Ordinances. All swimming pools are subject to the architectural approval provisions of this Declaration and the Plain City Codified Ordinances.

U. Compliance with Zoning Requirements. Certain provisions of this Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval processes in the State, County, City, Township and/or Village in which the Property is located. Compliance with all such governmental requirements, for so long as such requirements are effective and binding, is required by this Declaration. However, in the event the governmental entity(ies) change or agree to a modification of such underlying obligation(s), or if such obligations lapse or for any reason whatsoever become legally unenforceable, this Declaration shall be deemed modified, ipso facto and without the need for further action on the part of the Declarant or any Member, such that this Declaration requires compliance with the obligation as affected by such change or modification.

V. ARCHITECTURAL STANDARDS

All Property at any time subject to provisions of this Declaration shall be governed and controlled by this Article.

A. Design Review Board. The Design Review Board shall be a board consisting of three persons. Until the Turnover Date, Declarant shall have the sole and exclusive right to appoint and remove all three members of the Design Review Board at will, and may elect in the exercise of its sole discretion, to act itself as the Design Review Board (or appoint an agent to act in its place) in lieu of appointing individuals. After the Turnover Date, the Board of Directors (as set forth in Article VII, Section B) shall have the right, in its discretion, to appoint all three members to the Design Review Board or to appoint an agent to act in the Design Review Board's place to serve at will, or the Board of Directors may serve as the Design Review Board.

The Design Review Board shall have the exclusive authority, at a private or public meeting by action of two or more of the members thereof (if Declarant has not elected to act itself or appoint an agent to act, in which case such authority shall be exercised by Declarant or its agent) to determine the architectural standards which shall govern the construction of Improvements on the Property including each Lot. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause that Owner's Lot and any Occupant thereof to comply with the standards promulgated by the Design Review Board. No Improvement shall be placed, erected or installed on the Property, no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) and no plantings or removal of plants, trees or shrubs shall be permitted without, until and unless the Owner first obtains the written approval thereof of the Design Review Board and otherwise complies with the provisions of this Declaration and any applicable zoning regulations and other laws, regulations and ordinances.

B. Modifications. Except as otherwise provided in this Declaration, the Design Review Board and local governmental authorities having jurisdiction over the property in Darby Fields shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to the Property including each Lot. No Person shall construct any Improvement on any Lot, including without limitation, alter surfaces of existing Improvements, change exterior paint colors or roofing materials, construct or modify fencing, or install any recreational device, without the prior written consent of the Design Review Board. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Board for its approval. The Design Review Board may charge a nominal fee in connection with processing applications submitted pursuant to this Section. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of that Owner's residence subject to applicable laws, codes, and regulations of any governmental entity having jurisdiction over the Lot. All construction, modifications, additions or alterations of Improvements on or to the Property must comply with the provisions of the applicable zoning text for Darby Fields, as the same may be amended from time to time.

C. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration, the Design Review Board shall have the authority to grant reasonable variances from the provisions of Article IV and from the architectural standards established pursuant to this Article, provided that the activity or condition is not prohibited by applicable law, rule, regulation or ordinance; and provided further that, in its judgment, the variance is in the best interest of the Subdivision and is within the spirit of the standards of the Design Review Board. No variance granted pursuant to this Section shall constitute a waiver of any provision of this Declaration and/or other Association Governing Documents, as applied to any other Person or any other part of the Property.

D. Improvements by Declarant. The foregoing to the contrary notwithstanding, all Improvements, including, but not limited to, dwellings, buildings and landscaping constructed by the Declarant, or its agents, or designated assignees, or constructed by builders approved by Declarant, shall be deemed to comply in all respects with the provisions of this Declaration, any design guidelines, and the requirements of the Design Review Board, and shall not require approval of the Association, the Board, the Owners or the Design Review Board; provided that such Improvements comply with the provisions of this Declaration, the required architectural standards for the Subdivision adopted by the Declarant and any requirements of the applicable Codified Ordinances of the Village of Plan City.

VI. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Elements. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Elements (if any) owned by the Association, and a right of access to and from that Owner's Lot, which rights shall be appurtenant to, and shall pass with the title to, that Owner's Lot, subject to the terms and limitations set forth in this Declaration and subject to the Rules and other Association Governing Documents. An Owner may delegate that Owner's rights of access and enjoyment to family members, Occupants, guests and invitees. All such easements are limited by such restrictions as may apply to the Common Elements affected thereby, and no Person shall have the right by virtue of such easements to engage in activities on the Common Elements which are not permitted according to the provisions of this Declaration and/or other Association Governing Documents, pursuant to the provisions of any applicable plat(s) or under agreements with any governmental entities or other third parties.

B. Right of Entry for Repair. The Association, through its authorized agents, contractors, and representatives, shall have a right of entry and access to, over, upon and through all property subject hereto, including without limitation the Lots, for the purpose of performing the Association's obligations, rights and duties pursuant hereto with regard

to enforcement of the covenants, restrictions and other provision of this Declaration and the Association Governing Documents, and the maintenance, repair, restoration and/or servicing of any items, things or areas for which it has responsibility or the right to perform. The Association may enter any Lot at any time to perform its obligations under the Association Governing Documents. In addition, the Association may enter a Lot to remove or correct any violation of provision Association Governing Documents, including but not limited to the provisions of the Declaration and the Rules, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency.

C. Easement of Access over Sidewalks. Non-exclusive perpetual easements are hereby reserved by the Declarant and by the Owner of each Lot, and also granted to the general public, in, over, and upon the sidewalks located within the Subdivision which lie within the boundaries of one or more of the Lots or Common Elements for the limited purposes of pedestrian ingress and egress and pedestrian movement throughout the Subdivision. The easements shall run with the land and be binding on the Owners and their successors and assigns.

D. Easement for Utilities and Other Purposes. The Association or Declarant may convey easements over the Common Elements owned by the Association to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduit, wires, swales, land contours, ducts, cables, and other equipment or conditions necessary to furnish electrical, gas, sanitary or storm sewer, water, telephone, cable television, and other similar utility or security services, whether of public or private nature, to the Property and to any entity for such other purposes as the Board or Declarant deems appropriate; provided that such equipment or condition(s), or the exercise of such easement rights shall not unreasonably interfere with the owners' use and enjoyment of the Property. The Association or Declarant may grant such easements over all portions of the Property for the benefit of adjacent properties as the Board or Declarant deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon the Property; and further provided that the Association or Declarant may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably delayed or withheld). Declarant shall have the absolute right within (1) areas designated as drainage courses on the recorded plat of the Subdivision, (2) all areas encumbered by general utility or specific storm drainage easements, and (3) areas determined by sound engineering practice to be necessary to the proper drainage of all or part of the Subdivision, to enter upon Lots and perform grading and other construction activities deemed appropriate in the exercise of Declarant's judgment to install, modify, alter, remove or otherwise work on storm water drainage facilities and conditions (including both surface grading and subsurface structures). If any such entry and/or work performed by Declarant results in damage to other portions of a Lot, or to any Improvements thereon, Declarant shall be responsible for the restoration of

such portions or Improvements at Declarant's sole cost. Except as otherwise specifically permitted, no Lot Owner shall install or permit to be installed any above grade structures, dams or other obstructions to the flow of storm water runoff within any area designated as being subject to a "Drainage Easement" on a recorded plat of property a part of the Subdivision.

E. Easement for Services. A non-exclusive easement is hereby granted to all police, firefighters, ambulance operators, mail carriers, delivery persons, garbage removal personnel, and all similar persons, and to the local governmental authorities and the Association (but not to the public in general) to enter upon the Common Elements to perform their duties.

F. Easement for Maintenance. A non-exclusive easement is hereby granted to the Association to enter upon, over or through the Property for the purpose of performing maintenance responsibilities reserved to the Association in the recorded plats for the Subdivision or in this Declaration as amended from time to time.

G. Reservation of Special Easements. Any areas marked by shading, cross-hatching or which are otherwise identified on Exhibit D, if an Exhibit D is attached to this Declaration, represent portions of the Property over, across, under and through which Declarant reserves easements ("Special Easements") for the purpose of constructing Improvements or conveying rights deemed by Declarant to be beneficial to the Property. Unless indicated otherwise on Exhibit D, if an Exhibit D is attached to this Declaration, the Special Easement areas are also No-Build Zones (as hereinafter defined). The Special Easement areas may be parts of individual Lots instead of on Common Elements. In such cases, the Owner(s) of the Lot(s) affected by the Special Easement(s) shall be and remain responsible for the ordinary care and maintenance of the Special Easement areas. If special fencing, landscaping, storm water detention/retention, or community safety or entry features are constructed in a Special Easement area by Declarant, the State or the Association, the responsibilities of the Lot Owner on whose Lot such Improvement has been constructed shall not exceed ordinary grass cutting, trimming and watering around such Improvements. Nothing contained in this Section shall require that Declarant reserve or establish Special Easements, and if no areas on Exhibit D, if an Exhibit D is attached to this Declaration, have been shaded, cross-hatched or otherwise identified, Declarant has not reserved any Special Easements.

H. No-Build Zones/No-Disturb/Buffer/Preservation.

1. Any areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit D, if an Exhibit D is attached to this Declaration, as "No-Build Zones" shall be areas in which no Owner shall have the right to construct or locate any Improvements, including but not limited to

fencing unless specifically permitted by the recorded plat or plat(s). Landscaping and/or fencing may be located in No-Build Zones, provided that prior approval for such landscaping and/or fencing has been granted by the Design Review Board. In vegetated No-Build Zones, Owners may perform maintenance necessary for the safety of persons and property (i.e. removing noxious and poisonous plants, or removing dead trees which may fall and harm persons or Improvements). Grassed No-Build Zones shall be mowed, trimmed and watered by the Person(s) responsible for the maintenance of the specific area in question according to the other terms hereof;

2. Any areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit D, if an Exhibit D is attached to this Declaration, as “No-Disturb Zones” are deemed to be No-Build Zones, except that within No-Disturb Zones, Owners may not disturb or perform any maintenance or locate any Improvements in such zones without the prior approval of the Declarant;

3. Any areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit D, if an Exhibit D is attached to this Declaration, as “Buffer” areas are deemed to be No-Build Zones. The Declarant may install landscaping within any Buffer area, and an easement for such installation is hereby expressly reserved. Unless otherwise provided on the plat or herein, the on-going maintenance of Declarant-installed landscaping in Buffer areas shall be the responsibility of the Owner(s) on whose Lot(s) the landscaping is located. No Owner may remove or install any plant material in any designated Buffer area without the express written consent of the Association;

4. Any areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit D, if an Exhibit D is attached to this Declaration, as “Preservation” zones, or the like are deemed to be No-Build Zones, except that no landscaping within such zone(s) (including noxious or poisonous plants) shall be removed unless the same pose(s) an imminent danger of falling with a likely result of injury or damage to person or property, and no Improvements shall be constructed or activities conducted that could adversely affect the survival of such landscaping. Grassed Preservation zones may be (but are not required to be) mowed at the election of the Owner on whose Lot such zone is located, provided that no underbrush or vegetation other than grass shall be mowed or removed. Periodic watering and/or fertilizing that is not deleterious or harmful to the landscaping in a Preservation zone is permitted. Debris from dead plant material may be removed from a Preservation zone;

5. Any areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit D, if an Exhibit D is attached to this Declaration, as “Tree Preservation Zones”, or the like, are intended to preserve existing trees. The Owner of the Lot or Common Elements that includes a Tree Preservation Zone may use the areas located within the Tree Preservation Zone on that Owner’s Lot or Common Elements so long as the use does not require or result in the harm or removal of existing trees, the use meets all other requirements of the Village of Plain City, and the use does not violate the provisions of the Declaration, the recorded plat(s) of the Subdivision or the Rules of the Association. The Owner of the Lot or Common Elements that includes a Tree Preservation Zone shall care for and maintain that portion of such Tree Preservation Zone as falls within that Person’s property. The foregoing notwithstanding, all Tree Preservation Zones are subject to the provisions of the recorded plat or plat(s) for the Subdivision and to the requirements of the appropriate governmental authorities;

6. Any areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit D, if an Exhibit D is attached to this Declaration, as “Wetland Preservation Zones”, “Stream Buffer Zones” or the like, are deemed to be no-build zones, and as such, such zones shall forever be restricted from development of Improvements or related uses of any kind. Any activity or use which would, as a natural consequence, impede or make more difficult the accomplishment of the purpose or intent of these zones is expressly prohibited. Without limiting the foregoing, the following activities are expressly prohibited: (1) dumping or burning of refuse; (2) hunting or trapping; (3) disturbance, excavation or removal of natural resources, including, but not limited to, topsoil, sand, gravel, or rocks; (4) any activity that may contribute to erosion of land; (5) cutting or removal of trees or vegetation, except that dead, diseased, noxious or decayed trees may be removed as required for conservation or scenic purposes, or for reasons of public safety; (6) private encroachment, including but not limited to, planting of flowers, shrubs, garden material, dumping of trash or debris, or the installation of any type of recreation or other facility or convenience; and (7) installation or new construction of roads or public utility facilities;

7. Any areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit D, if an Exhibit D is attached to this Declaration, as “Scenic Easement”, or the like, are deemed to be no-build zones, and as such, no structure, building or accessory of any kind shall be placed upon, in or under such a designated area, except for storm water drainage facilities and underground utility systems. The natural state of said area, including but not limited to, the trees, vegetation and water drainage therein, shall not be disturbed, except that dead, diseased, noxious or decayed trees may be removed as required

for conservation or scenic purposes, or for reasons of public safety. The Owner of the Lot or Common Elements that includes a Scenic Easement shall care for and maintain that portion of such zone as falls within that owner's property; and

8. Any areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit D, if an Exhibit D is attached to this Declaration, as "Landscape/Maintenance Easement", or the like, are hereby reserved unto the Declarant as non-exclusive easements for the purpose of constructing, installing, maintaining, enhancing, repairing and replacing landscaping and landscaping features. After sale of an affected Lot or parcel from Declarant, the Owner of the Lot or Common Elements that includes a Landscape/Maintenance Easement shall care for and maintain that portion of such zone as falls within that Owner's property.

9. Any areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit D, if an Exhibit D is attached to this Declaration, as "Drainage Easement", or the like, are hereby reserved unto Declarant and the Association as non-exclusive easements for the purpose of constructing, operating and maintaining major storm water drainage facilities. No above-grade structures, dams or other obstructions to the flow of storm water runoff are permitted within Drainage Easement areas unless approved by Village of Plain City Engineer.

10. Any areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit D, if an Exhibit D is attached to this Declaration, as "Conservation Easement", or the like, shall be subject to the provisions of a recorded Conservation Easement recorded in the office of the Madison County Recorder.

HOMEOWNERS' ASSOCIATION

VII. MEMBERSHIP AND VOTING RIGHTS

A. Mandatory Membership. Every Lot Owner shall be a Member of the Association. In the case of a Lot that is the subject of a recorded land installment contract, the vendee or vendees under that installment contract and not the vendor shall, while holding such interest, be a Member of the Association. There shall only be one membership per Lot. In the event the fee simple interest in a Lot, or ownership of the vendee interest in a Lot if applicable, is held by more than one Person, the co-interest holders of such interests while holding such interests collectively shall have only one membership in the Association as tenants-in-common, with respect to that Lot. Such membership is appurtenant to and inseparable from such interests. Status as a Member shall automatically transfer to the transferee of that interest at the time the fee simple

interest is transferred of record. Initially those Lots to which these membership provisions apply shall be those Lots that are subjected hereby to the provisions of this Declaration, but as portions of the Additional Property are subdivided and platted into Lots, and the Lots therein subjected to the plan hereof by the recording of supplemental declarations or amendments to this Declaration, membership in the Association shall extend to and encompass the holders of fee simple interests in those Lots, and holders of vendee interests under recorded land installment contracts with respect to those Lots, on the same basis as set forth herein for membership. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation and the giving of a security interest or mortgage shall not terminate the membership of any Owner, provided further, there shall not be a membership appurtenant to a Lot dedicated to common public use or owned by any governmental body, instrumentality or agency for so long as such body, instrumentality or agency owns that Lot and so long as it is not utilized as a residence, nor for a Lot, if any, that becomes a Common Element, for so long as it remains a Common Element. Voting and all other matters regarding the governance and operation of the Association shall be as set forth in the Association Governing Documents.

B. Governance. The Association shall be governed by a Board of Directors, initially consisting of three persons. Prior to the Turnover Date, the members of the Board shall be appointed by the Declarant, or the Declarant may elect to act as the Board, or it may appoint a managing agent to act as the Board on its behalf. No Members, other than the Declarant, shall have voting rights in Association matters until the Turnover Date. The transfer of control on the Turnover Date shall take place at a meeting which shall occur no later than the date when the Subdivision has been fully developed and all Lots have been deeded to bona fide purchasers unrelated to Declarant. Voting and all other matters regarding the governance and operation of the Association following the Turnover Date shall be set forth in the Association Governing Documents.

VIII. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. Common Elements. The Association shall own, repair and maintain the Common Elements conveyed to it by Declarant from time to time or required to be owned by the Association pursuant to a plat of property a part of the Subdivision and such other Common Elements acquired by the Association pursuant to the provisions of the Association Governing Documents. Without limiting the generality of the foregoing, the Common Elements shall initially include Reserves A, B, C, D, E and F as identified on Exhibit A, attached hereto and made a part hereof, and the improvements thereon, but may include additional areas when conveyed to the Association. In addition, Declarant may, from time to time, at Declarant's option, obligate the Association to maintain property not owned by the Association, and may convey to the Association for the use and benefit of the Association and the Members, real or personal property, or any interest therein, as part of the Common Elements in the nature of an easement appurtenant to the Property. The

Association shall accept title to any interest in any real or personal property transferred to it by Declarant. The Association, subject to the rights of the Owners set forth in this Declaration and the Association Governing Documents, shall be responsible for the exclusive management and control of the Common Elements owned by the Association, if any, and all improvements thereon, and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, in accordance with the terms and conditions of this Declaration. The Declarant and Association shall each have the right to grant easements to third parties over, across, under and/or through the Common Elements owned by the Association, including but not limited to easements for the construction, extension and/or expansion of utilities, and conservation easements, all as the Declarant and/or Association may be legally obligated or voluntarily disposed to grant. Regardless of whether Declarant expressly conveys or assigns entry feature maintenance responsibilities to the Association, and irrespective of whether Exhibit D discloses the reservation of one or more easements over the entry(ies) to the Subdivision, the Association shall have the continuing right to maintain, modify and/or improve any and all entry features constructed by the Declarant, and for such purpose all relevant easements that may be deemed necessary at any time for the Association's performance of work on or around the entry features are hereby deemed granted to the Association.

B. Personal Property and Real Property for Common Use. Subject to the provisions of the Association Governing Documents and Ohio law (including specifically the Planned Community Act), the Association may acquire, hold, mortgage and dispose of tangible and intangible personal property and real property in addition to that property conveyed to it by Declarant.

C. Cost-Sharing Agreements. The Association may enter into cost-sharing and other agreements with other community, subdivision and condominium associations and/or master associations pursuant to which the Association (1) agrees to share in the cost of maintaining, repairing and replacing landscaping, storm water drainage and retention facilities, mounding, fencing and any other improvements or services that benefit the Subdivision or the Members; and/or (2) grants reciprocal rights, licenses and/or easements to members of each such associations to use and enjoy each other's common elements, subject to such Rules and regulations, restrictions and fees as the Association may determine from time to time.

D. Rules and Regulations. The Board on behalf of the Association may make and enforce reasonable Rules and regulations governing the use of the Property, which shall be consistent with this Declaration and the provisions of the Association Governing Documents. The Board, on behalf of the Association, shall have the power to impose sanctions on Owners for violations of the provisions of this Declaration, the Rules or the other Association Governing Documents, including without limitation: (1) reasonable monetary administrative and enforcement charges which shall be considered Individual Lot

Assessments, (2) suspension of the right to vote as a Member of the Association, and (3) suspension of the right of the Owner and that Owner's licensees and invitees, including any Occupant of that Owner's Lot, to use the Common Elements owned by the Association. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees, costs or expenses in connection with enforcing the provisions of this Declaration, the Association Governing Documents or the Rules against any Owner, or any tenant, guest or invitee of an Owner, the amount shall be due and payable by such Owner and shall be an Individual Lot Assessment against such Owner's Lot.

E. Implied Rights. The Association may exercise any other right or privilege given to it by the laws of the State or any provision of the Association Governing Documents or given to it as an "owners association" by the Planned Community Act, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Declaration or Association Governing Documents, or reasonably necessary to effect any such right or privilege, and unless otherwise expressly reserved to the membership or delegated to a Manager pursuant to Article VIII, Section F below, the Board shall have the power and authority to act on behalf of the Association.

F. Managing Agent. The Board may retain and employ on behalf of the Association a Manager, which may be the Declarant, and may delegate to the Manager such duties as the Board might otherwise be authorized or obligated to perform. The compensation of the Manager shall be a Common Expense. The term of any management agreement shall not exceed three years and shall allow for termination by either party, without cause, and without penalty, upon no more than ninety (90) days prior written notice. Part of the Manager's compensation may include any miscellaneous fees payable in the event of transfers or other transactions involving the Lots.

G. Insurance.

1. Fire and Extended (Special Form) Coverage. The Association shall, with respect to insurable property or interests owned by it, obtain and maintain insurance for all buildings, structures, fixtures and equipment and common personal property, now or at any time hereafter constituting a part of the Common Elements owned or to be maintained by the Association, against loss or damage by fire, lightning, and such other perils as are ordinarily insured against by standard coverage endorsements, with such limits, deductibles, and coverage as is deemed appropriate by the Board. This insurance:

- i. shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on any Lot, or other

property, and its appurtenant interest, superior to the lien of a first mortgage;

ii. shall be obtained from an insurance company authorized to write such insurance in the State of Ohio which has a current rating of Class A-/VIII, or better, as determined by the then latest edition of Best's Insurance Reports or its successor guide;

iii. shall be written in the name of the Association; and

iv. shall provide that the insurance carrier shall notify the Association and all first mortgagees named at least thirty (30) days in advance of the effective date of any cancellation of the policy; provided that in the case of the Association's failure to pay the insurance premium when due, the carrier shall only be required to provide ten (10) days advance notice to the Association and all first mortgagees.

2. Liability Coverage. The Association shall obtain and maintain a Commercial General Liability policy of insurance covering all of the Common Elements and the functions of the Association insuring the Association, the officers and directors, and its Members, with such limits as the Board may determine, but no less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate, for bodily injury, including deaths of persons, and property damage, arising out of a single occurrence. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of any Member because of negligent acts of the Association, the Board, officers of the Association, or other Members, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements, and other legal liability, including liability under contractual indemnity clauses and liability arising out of lawsuits related to any employment contracts of the Association. Each such policy must provide that it may not be canceled by any party, without at least thirty days prior written notice to the Association and eligible holders of first mortgage liens on a Lot or Lots that have provided written notice to the Association stating the name and address of such holder or insurer and a description of the Lot or Lots subject to said mortgage.

3. Directors' and Officers' Liability Insurance. The Board shall obtain, or cause to be obtained, directors' and officers' liability insurance in an amount of not less than \$1,000,000 for each claim and in the aggregate.

4. Other. The Association may, in the Board's discretion, obtain and maintain the following insurance: (i) fidelity bond coverage for all officers,

directors, Board members and employees of the Association and all other persons handling or responsible for handling funds of the Association, (ii) workers' compensation insurance, (iii) additional insurance against such other hazards and casualties as is required by law, and (iv) any other insurance the Board deems necessary.

5. Use of Proceeds. In the event of damage or destruction of any portion of the Common Elements owned by the Association, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Member hereby appoints the Association as its attorney-in-fact for such purpose. If such proceeds are insufficient to cover the cost of the repair or replacement, then the Board may levy a Special Assessment pursuant to the provisions hereof to cover the additional costs.

H. Condemnation. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements, or any portion thereof. Each Owner hereby irrevocably appoints the Association as its attorney-in-fact for such purpose. The awards or proceeds of any condemnation action shall be payable to the Association to be held in trust for the benefit of the Owners.

I. Books, Records. Upon reasonable request of any Owner, the Association shall be required to make reasonably available for inspection by any Owner all books, records and financial statements of the Association, except for those items deemed privileged, protected, or confidential in accordance with applicable law, rules or regulations, including but not limited to: (1) information that pertains to personnel matters; (2) communications with legal counsel or attorney work product pertaining to proposed or pending litigation; (3) information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements; (4) information that relates to the enforcement of the Association Governing Documents against Owners; and (5) information the disclosure of which is prohibited by state or federal law. The Association may charge a reasonable fee to cover the administrative costs of handling, copying, delivering, etc., the requested documents.

IX. ASSESSMENTS

A. Operating Fund. The Board shall establish an Operating Fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association and repairing and maintaining the Common Elements. The Board may establish a Reserve Fund to which a portion of the Operating Assessments shall be credited

to cover the costs of future capital expenditures and/or other non-recurring items not intended to be funded from the Operating Fund.

B. Types of Assessments. Subject to the provisions of this Declaration, each Lot and its Owner or Owners is and shall be subject to the following Assessments and the Owner or Owners of each Lots, by accepting a deed to a Lot (whether or not it shall be so expressed in such deed), is deemed to covenant and agrees to pay to the Association the following Assessments: (1) Operating Assessments; (2) Special Assessments; and (3) Individual Lot Assessments all of which are to be established and collected as hereinafter provided. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Elements or by abandoning his/her Lot.

C. Operating Assessments.

1. For the purposes of providing funds to pay:
 - i. the cost of the maintenance, repair, replacement, and other services to be provided by the Association;
 - ii. the costs for insurance and bond premiums to be provided and paid for by the Association;
 - iii. the cost for utility services, if any, charged to or otherwise properly payable by the Association;
 - iv. the costs for construction of new capital improvements on Common Elements not replacing capital improvements installed by Declarant;
 - v. the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board in its sole and unfettered discretion;
 - vi. an amount deemed adequate by the Board, in its sole and unfettered discretion, to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements, and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and
 - vii. the costs for the operation, management and administration of the Association, including, but not limited to, fees for property

management, landscaping, mowing, planting, lighting, pavement maintenance, snow and ice removal and mitigation for the Common Elements and other Improvements as set forth herein, real estate taxes and assessments for the Common Elements owned by the Association (but not individual Owner Lots), fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs of operations of the Association not otherwise specifically excluded;

the Board shall establish, levy and collect Operating Assessments against each Lot and its Owners subject to the same, an equal pro rata share of such costs, in accordance with the provisions of Article IX, Section C.2 of this Declaration.

2. An equal pro rata share of the Operating Assessments shall be assessed and collected as follows:

i. Initial Period. Commencing on the date a Lot with a dwelling constructed thereon is conveyed to a home purchaser, such Lot and its Owner or Owners shall be subject to and obligated to pay to the Association an Operating Assessment for the remainder of the calendar year, as determined by the Board, prorated through the date of closing and based on a 365-day year. This amount may have been prepaid by the Declarant and if so, a credit back to the Declarant will be collected at the closing on the Lot.

ii. Subsequent Calendar Year. For each full year following the year in which a Lot with a dwelling constructed thereon is first conveyed to a home purchaser, the Lot and its Owner(s) shall be obligated to pay to the Association the full Operating Assessment for each such year. For each calendar year, the Board shall establish an equal Operating Assessment amount, to be charged to each such Lot for such year. The Assessment amount shall be determined by dividing equally among all Lots in the Subdivision that have a dwelling constructed thereon and that have been conveyed to a home purchaser, the projected gross expenses anticipated to be incurred by the Association to operate the Association during that calendar year (including the payment of all costs to be incurred in owning and/or maintaining all Common Elements, and appropriate reserve funds).

The Declarant may pay, but is not obligated to pay, in the exercise of its sole and absolute discretion, (a) an amount equal to the per Lot Operating Assessment multiplied by the number of Lots owned by

Declarant as of the first day of such year; or (b) an amount necessary to fund the actual difference between the Association's actual cost of operations for such year, and the amount of Operating Assessments assessed to Lot Owners for the year. If and to the extent funds provided by the Declarant to the Association are necessary as a result of the failure of Lot Owner(s) to pay all or any portion of duly levied Assessments to the Association, such amounts provided by Declarant may be characterized as non-interest bearing 'advances' or 'loans' by the Declarant to the Association, which the Association shall be obligated to repay to the Declarant upon demand, or which may be credited to the Declarant's payment of deficit(s) in any future year(s).

iii. Due Dates. The Operating Assessments issued to a Lot and its Owners shall be payable in full within ten days of the date on which such Assessment is issued; provided however that the Board may determine to allow payment in monthly, quarterly or semi-annual installments. If payable in installments, the Assessment shall include a statement of the dates on which installments are due, and the Assessment shall be given to a Lot Owner not less than ten days prior to the date the first installment thereof, is due. Unless the Operating Assessment states that it is payable in installments, payment in full within ten days shall be required.

D. Special Assessments. The Board may levy against all Lots subject to Operating Assessments, and their Owners, Special Assessments to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures and not to be paid out of reserves, unanticipated operating deficiencies or any other purpose determined appropriate by the Board in furtherance of its functions under the Association Governing Documents and/or applicable law. Those Special Assessments shall be allocated among Lots and their Owners on the same basis as Operating Assessments are to be allocated, and shall be due and payable on such basis and at such times as the Board directs, provided that no such Special Assessment shall be due and payable on fewer than thirty days written notice.

E. Individual Lot Assessments. The Board may levy an Individual Lot Assessment against any Lot and its Owner or Owners to reimburse the Association for costs incurred on behalf of that Lot, or as a consequence of any act or omission by any Owner, Occupant, or invitee thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other administrative and enforcement charges, including, but not limited to, attorneys' fees incurred by the Association reasonably determined to be an Individual Lot Assessment by the Board. By

way of illustration, and not of limitation, the Board may levy an Individual Lot Assessment in the nature of an administrative or enforcement charge reasonably determined by the Board against any Lot and its Owner or Owners when the Lot is in violation of the provisions of the Association Governing Documents or the Owners or Occupants of that Lot or their guests or invitees violate any provision of the Association Governing Documents, or who suffers or permits the Occupants, guests, invitees or tenants of that Owner's Lot to violate the same or any provision of the Association Governing Documents, including the restrictions contained herein and/or in the Rules.

Except in the case of Individual Lot Assessments for utility charges, interest, late charges, returned check charges, court costs, arbitration costs, and/or attorney fees, prior to levying an Individual Lot Assessment, the Board shall give the Owner or Owners written notice of the proposed Individual Lot Assessment that includes:

1. a description of the property damaged or of the violation of the restriction, Rule or regulation allegedly violated;
2. the amount of the proposed Individual Lot Assessment;
3. a statement that the Owner has a right to a hearing before the Board to contest the proposed Individual Lot Assessment by delivering to the Board a written notice requesting a hearing within ten days after the Owner receives written notice of the proposed Individual Lot Assessment; and
4. in the case of a charge for violation of a restriction, Rule or regulation, a reasonable date by which the Owner must cure the alleged violation to avoid the proposed Individual Lot Assessment.

The notice by the Board given pursuant to the foregoing may be delivered personally to the Owner to whom an Individual Lot Assessment is proposed to be charged, personally to an Occupant of a dwelling on that Owner's Lot, by certified mail, return receipt requested, or by regular mail. In the event after such hearing the Board determines to levy the Individual Lot Assessment proposed, the Board shall deliver to the Owner written notice thereof within thirty days of the date of that hearing.

F. Remedies.

1. Acceleration. If any Assessment, installment of an Assessment, or portion thereof, is not paid within ten days after the same has become due, the Board, at its option, without demand or notice, may call the entire balance of the Assessment due.

2. Late Charge. If any Assessment or portion of any Assessment remains unpaid for ten days after all or any part thereof shall become due and payable, the Board at its option, without demand or notice, may charge a reasonable uniform late fee in an amount determined by Board and/or interest on the entire unpaid balance of the Assessment from and after that date at the lesser of (i) twelve percent (12%) and (ii) the highest rate permitted by law. In addition, reasonable administrative collection charge may also be assessed for any payment remaining unpaid for ten days after it is due, which charge may be payable to the Association, or its Manager, as determined by the Board.

3. Application of Payments. Payments made by an Owner for Assessments shall be applied in the following priority: (i) to interest accrued on the delinquent Assessment(s), or installments or portions of installments thereof; (ii) to administrative late fees charged with respect to the delinquency; (iii) to reimburse the Association for enforcement charges and collection costs, including, but not limited to, attorneys' fees and paralegal fees incurred by the Association in connection with the delinquency; and (iv) to the delinquent Assessment, or installment or portion thereof, applying to the oldest principal amounts first.

4. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest and late fees thereon, and any and all costs of collection, including reasonable attorneys' fees, shall become the joint and several personal obligations of the Owners of the Lot charged the same, beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute and prosecute to completion an action at law on behalf of the Association against the Owner or Owners personally obligated to pay any delinquent Assessment, and/or an action to foreclose the Association's lien or liens against a Lot or Lots for unpaid Assessments owed by that Lot and the Owner or Owners thereof. In any such action, interests and costs of such action, including reasonable attorneys' fees, shall be added to the amounts owed by the Owner or Owners and the Lot to the extent permitted by Ohio law. Except as otherwise provided herein, the transfer of an interest in a Lot shall neither impair the Association's lien against that Lot for any delinquent Assessment nor prohibit the Association from foreclosing that lien.

5. Liens. All unpaid Assessments, or portions thereof, together with any interest and charges thereon or costs of collection, including but not limited to attorneys' fees, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment, or portion thereof, remains unpaid for ten days after it is due, then the Board may authorize the filing of a certificate of lien with the Madison County Recorder's Office for all or any part of the unpaid balance of that Assessment, together with

interest and collection costs, including attorneys' fees. The certificate shall contain a description of the Lot which the lien encumbers, the name of the Owner or Owners of that Lot, and the amount of the unpaid portion of the Assessment. The certificate may be signed by the President of the Association or its designated representative. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. The Assessment lien shall remain valid for a period of five years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State of Ohio for the release and satisfaction of mortgages on real property, or until the lien is discharged by the final judgment or order of any court having jurisdiction.

6. Subordination of Lien. The lien of the Assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Lot recorded prior to the date on which such lien of the Association is perfected by the recording of a certificate of lien, and any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid Assessments against the mortgaged Lot which became due and payable prior, in the case of foreclosure, to the date of the sale, and, in all other cases, to the date legal title vested in the successor Owner.

7. Contested Lien. Any Owner or Owners who believe that an Assessment chargeable to that Owner or Owner's Lot, and for which a certificate of lien has been filed by the Association has been improperly charged against that Lot, may bring an action in the Madison County Court of Common Pleas for the discharge of that lien and/or for a declaratory judgment that such Assessment was unlawful. The filing of such action shall not be grounds for an offset or to withhold payment. In any such action, if it is finally determined that all or a portion of the Assessment has been improperly charged to that Lot, the Court shall make such order as is just, which may provide for a discharge of record of all or a portion of that lien and a refund of an Assessment or portion thereof determined to be unlawful.

8. Estoppel Certificate. The Board shall, within a reasonable time following receipt of a written demand and for a reasonable charge, furnish a certificate signed by the President or other designated representative of the Association, setting forth whether the Assessments on a specified Lot have been paid. This certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

9. Vote on Association Matters; Use of Common Elements. If any Assessment, or portion thereof, remains unpaid for more than thirty days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Elements, except for necessary ingress and egress to his/her Lot, shall be suspended until such Assessment is paid.

X. MAINTENANCE

A. Maintenance by Association. The Association shall maintain and keep in good repair the Common Elements as provided herein. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, leisure trails, ponds and storm water drainage facilities, entry and subdivision signage and features, cluster mailbox facilities required by the United States Postal Service to be maintained for the benefit of the Owners, if any, shelters, benches and other Improvements situated upon Reserves A, B, C, D, E and F, respectively, as identified on Exhibit A, together with all personal property used in connection with the operation of those Reserves as identified on Exhibit A, and all other Common Elements owned or to be maintained by the Association pursuant to the provisions of the Association Governing Documents, applicable zoning or other recorded instruments. Further, the Association may, in its discretion and to the extent determined by the Board, choose to maintain property that it does not own, the maintenance of which would, in the opinion of the Board, benefit the Subdivision. Attached hereto as Exhibit E is an illustrative drawing showing generally the extent of mowing that is anticipated to be performed on the Common Elements by the Association. The attached drawing is for illustrative purposes only and is subject to change and/or modification without further notice and each Owner by acceptance of a deed to a Lot acknowledges the same.

B. Maintenance by Owner. Each Owner or Occupant shall repair, replace, and maintain in good order and safe and sanitary condition, at that Owner's expense, that Owner's Lot, and all portions of, Improvements to, structures on, and, equipment and components used in connection with, that Owner's Lot, except to the extent the maintenance responsibility is otherwise expressly assumed by the Association pursuant to the provisions of this Declaration or by a governmental authority. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at that Owner's expense all maintenance, repairs and replacements of Improvements (including, specifically, and without limitation, all buildings, sidewalks, driveways and landscaping) on that Lot. This maintenance responsibility also includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at that Owner's own expense all maintenance, repairs and replacements within such Lot that, if omitted, would adversely affect the safety and usefulness of the Common Elements. Each Owner shall maintain those portions of

that Owner's Lot that are adjacent to any portion of the Common Elements in accordance with the Rules and the requirements set forth in this Declaration.

C. Right of Association to Repair Lot. If any Owner fails to maintain that Owner's Lot in the manner required herein, and if the Board determines that any maintenance of that Lot is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Elements by Owners, to prevent damage to or destruction of any other part of the Common Elements or to comply with the Rules or the terms of this Declaration, then the Board may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance and the Board may levy an Individual Lot Assessment for all reasonable expenses incurred.

D. Damage to Common Elements By Owner or Occupant. If any portion of the Common Elements is damaged by any Owner or Occupant, that Person's family, guests, or invitees, then the Board may levy an Individual Lot Assessment against such Owner for the cost of repairing or replacing the damaged property. The Association shall be entitled to enter a Lot to repair or maintain any Common Elements adjacent to such Lot.

XI. MISCELLANEOUS

A. Term. The provisions of this Declaration shall bind and run with the land for a term of forty (40) years from and after the date that this Declaration is filed for recording with the Office of the Recorder of Madison County, Ohio and thereafter shall automatically renew forever for successive periods of ten (10) years each, unless terminated with the consent of Members exercising not less than one hundred percent (100%) of the voting power of all Members and the approval of the Village of Plain City. In the event the Association fails to duly elect and maintain a Board of Directors, the Village of Plain City may, in its sole discretion and to the extent permitted by law, commence and fully prosecute any proceeding at law or in equity to require the members to elect or fully constitute a Board of Directors of the Association to enforce the provisions of the Declaration and to recover any and all damages, costs of enforcement and any other costs incurred (including without limitation, reasonable attorney fees) in connection with such action.

B. Enforcement; Waiver. The provisions of this Declaration and the provisions of the other Association Governing Documents may be enforced by any proceeding at law or in equity by Declarant, any Owner, the Association, the Board, the Design Review Board, the Village of Plain City (in its sole discretion) and each of their respective heirs, successors and assigns, against any Person(s) violating, or attempting to violate, any covenant, restriction, Rule or the provisions of the other Association Governing Documents, to restrain and/or to enjoin any violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all

damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees) in connection with any violation. Failure of Declarant, the Association, the Board, the Design Review Board, the Village of Plain City or any Owner to enforce any provision of this Declaration, the Association Governing Documents or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement by the Association of the provisions hereof, the Rules, or any of the other Association Governing Documents.

C. Litigation. Other provisions of the Declaration, Code of Regulations (Bylaws), or the Articles notwithstanding, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by Lot Owners exercising not less than sixty-seven percent (67%) of the voting power of the Lot Owners. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of the Declaration, Code, Articles, Rules or other Association Governing Documents (including, without limitation, the enforcement of the restrictive covenants or Rules or the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article IX of the Declaration, (c) proceedings involving challenges to ad valorem taxation, or (d) counter claims or cross claims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made pursuant to the procedures set forth elsewhere in the Declaration.

D. Amendments. Until the Turnover Date, Declarant may, in its sole and absolute discretion, unilaterally amend the provisions hereof at any time and from time to time, without the consent of any other Owners or the Association; provided that no such amendment may remove, revoke, or modify any right or privilege of the Village of Plain City without the written consent of Village of Plain City. Any such amendment may modify the covenants, conditions, restrictions and easements set forth herein or may impose covenants, conditions, restrictions and easements in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of any property in the Subdivision. After the Turnover Date, Declarant may unilaterally amend the provisions hereof, without the consent of any other Owners, if such amendment is: (1) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order; (2) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (3) necessary to conform to the requirements of the United States Federal Housing Administration the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Veterans Administration, or (4) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner or Owners have thereof consented to such amendment in writing.

Before or after the Turnover Date, Declarant shall have the right and power, but neither the duty nor the obligation, in its sole and unfettered discretion, to subject all or any part of the Additional Property to the provisions of this Declaration at any time and from time to time by executing and recording with the Recorder's office of Madison County, Ohio, an amendment to this Declaration or a supplemental declaration specifying that such Additional Property is part of the Subdivision. Such an amendment or supplemental declaration shall not require the joinder or signature of the Association, other Owners, mortgagees, or any other Person. In addition, such amendments to this Declaration or supplemental declarations may contain such supplementary, additional, different, new, varied, revised or amended provisions as may be necessary or appropriate, as determined by Declarant, to reflect and address the different character or intended development of any such Additional Property.

After the Turnover Date, this Declaration may be amended or modified with the approval of Owners holding not less than seventy-five percent (75%) of the voting power of all Owners in the Association either in writing or in a meeting called for that purpose; provided, however, that the consent of Declarant shall be required for any amendment or modification which affects Declarant's rights hereunder, further provided that the consent of the Village of Plain City shall be required for any amendment or modification which affects the rights of the Village of Plain City hereunder, and further provided that the consent of all Owners shall be required for any amendment which effects a change in the voting power of any Owner, the method of allocating Common Expenses among Owners, or the fundamental purpose for which the Association is organized, or to terminate the provisions of this Declaration. Any amendment to this Declaration adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in this Declaration by the president and the secretary of the Association, and shall contain their certifications that the amendment was duly adopted in accordance with the requirements of this paragraph. Any amendment so adopted and executed shall be effective upon the filing of the same with the Madison County Recorder's Office. The Declaration may not be amended so as to eliminate the Association's responsibility to repair and maintain Common Elements in the Subdivision or to change or eliminate the requirement and obligation of the Lot Owners to be Members of and pay Assessments to the Association.

No amendment may remove, revoke, or modify any right or privilege of Declarant or the Village of Plain City without the written consent of Declarant or the Village of Plain City, as appropriate, or the assignee of such right or privilege.

E. Declarant's Rights to Complete Development. Declarant shall have the right to: (1) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (2) construct or alter Improvements on any property owned by Declarant; (3) maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Declarant or the Association; or (4) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Property. Further, Declarant or its assignee shall have the right of ingress and egress through the streets, paths and walkways located in the Property for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained in this Declaration shall limit the rights of Declarant or require Declarant or its assignee to obtain approval to: (i) excavate, cut, fill or grade any property owned by Declarant, or (ii) construct, alter, remodel, demolish or replace any Improvements on any Common Elements or any property owned by Declarant as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (iii) require Declarant to seek or obtain the approval of the Association or the Design Review Board for any such activity or Improvement on any Common Elements or any property owned by Declarant. Nothing in this section shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

F. Declarant's Rights to Re-plat Declarant's Property. Declarant reserves the right, at any time and from time to time, to amend, alter or re-plat any plat or development plan and to amend any zoning ordinance which affects all or any portion of the Property; provided, however, that only real property owned by Declarant and Owners consenting to such amendment, alteration or re-platting shall be the subject of any such amendment, alteration or re-platting. The Association and each Owner whose Lot is not altered by such amendment, alteration or re-platting, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or re-platting and shall be deemed to have joined in the same. Any amendments, alterations, platting, or re-platting of or to any plat or development plan for the Property shall be subject to the approval of the Village of Plain City.

G. Mortgagee Rights. A holder or insurer of a first mortgage upon any Lot, upon written request to the Association (which request shall state the name and address of such holder or insurer and a description of the Lot) shall be entitled to timely written notice of:

1. any proposed amendment of this Declaration;
2. any proposed termination of the Association; and

3. any default under this Declaration which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in sixty (60) days.

Each holder and insurer of a first mortgage on any Lot shall be entitled, upon request and at such mortgagee's expense, to inspect the books and records of the Association during normal business hours. The holder or insurer of a first mortgage on a Lot is not required by the Declaration to collect Assessments.

H. Severability. If any Article, Section, paragraph, sentence, clause or word in this Declaration is held by a court of competent jurisdiction to be in conflict with any law or is unenforceable, then the requirements of such law shall prevail and the conflicting provision or language shall be deemed void in such circumstance; provided that the remaining provisions or language of this Declaration shall continue in full force and effect.

I. Mutuality. All restrictions, conditions and covenants contained herein are made for the direct, mutual, and reciprocal benefit of the Declarant, the Association, and the present and future owners of Lots in the Subdivision, and each part thereof, and their respective personal representatives, heirs, successors, and assigns; the provisions hereof shall create mutual equitable servitudes upon the property submitted to these restrictions and each part thereof in favor of each other part thereof; and any property referred to herein as benefited hereby; the provisions hereof shall create reciprocal rights and obligations between the respective owners of all such property and privity of contract and estate between all owners thereof; and the provisions hereof shall, as to the owner of any such property and those Owners respective heirs, personal representatives, successors and assigns, operate as covenants running with the land for the benefit of all such property and the Owners thereof.

J. Captions. The caption of each Article, Section and paragraph of this Declaration is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Declaration.

K. Notices. Notices, demands or other communications to an Owner shall be given in writing, by personal delivery or at the Lot, if a residence has been constructed on such Lot, or by depositing such notice in the United States Mail, first class, postage prepaid, to the address of the Owner of the Lot as shown by the records of the Association, or as otherwise designated in writing by the Owner. Any demand, notice or other communication or action given or taken hereunder or by one of the joint Owners of a Lot shall be deemed to be given, taken, or received by all such joint Owners.

L. Exhibits. The Exhibits hereto are part of this Declaration as if set forth in full herein.

M. Construction. In interpreting words and phrases herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. Any rule of construction to the effect that any ambiguities are to be resolved against the party who drafted the document shall not be utilized in interpreting this Declaration and the Exhibits hereto.

IN TESTIMONY WHEREOF, the Declarant has caused the execution of this Declaration as of the date first above written.

M/I HOMES OF CENTRAL OHIO, LLC

By: _____

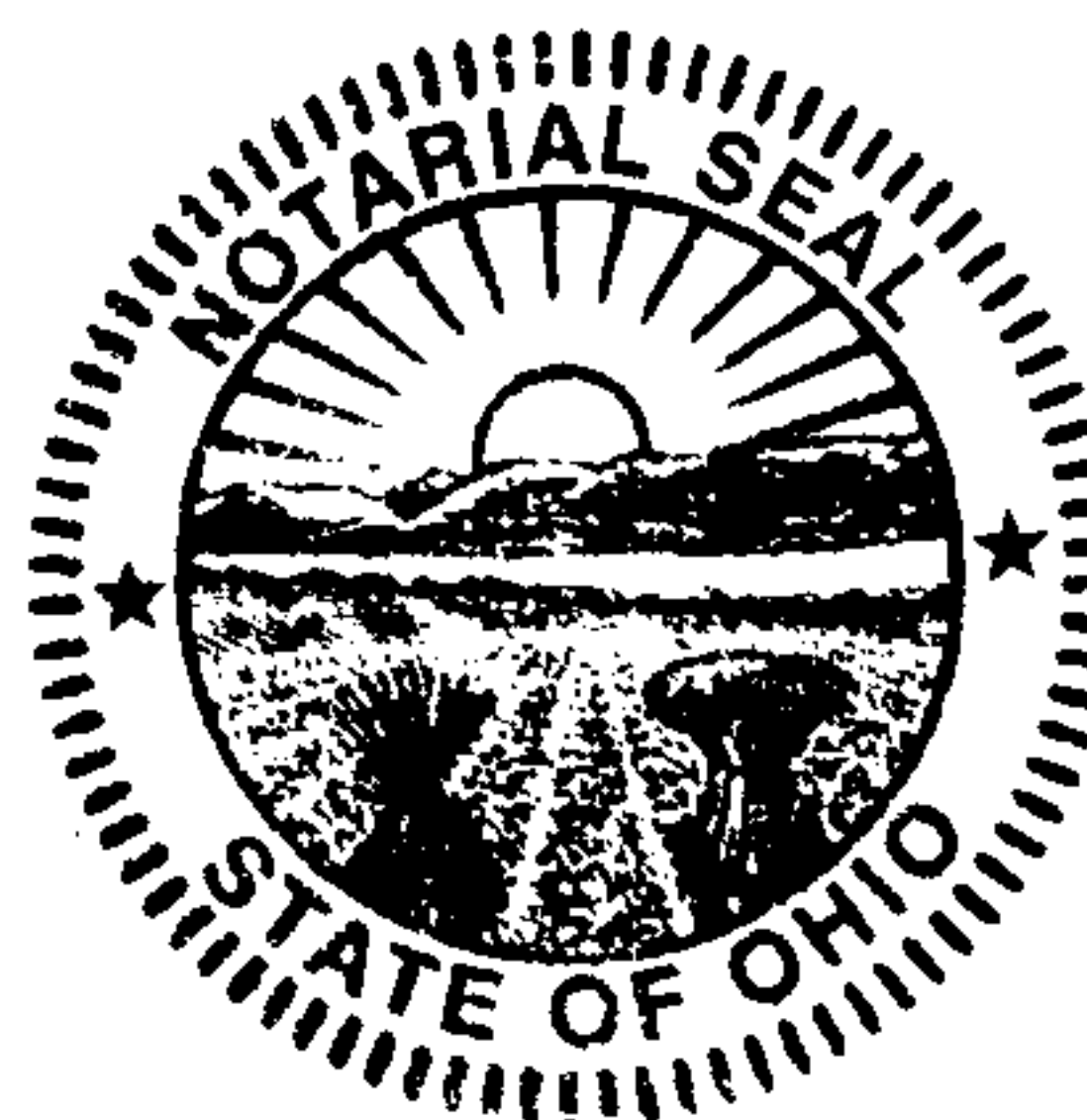
Print Name: Timothy C. Hall, Jr.

Position: Area President

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me, a notary public, on this 9th day of February, 2018, by Timothy C. Hall, Jr., the Area President of M/I Homes of Central Ohio, LLC, an Ohio limited liability company, on behalf of the limited liability company.

Darlene W. Smith
Notary Public



DARLENE W. SMITH
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JUNE 25, 2019

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Situated in the State of Ohio, County of Madison, Village of Plain City, and known as Lots 1 through 30, both inclusive, and Reserves A, B, C and D of Darby Fields Section 1, as the same are numbered, lettered and/or delineated on the plat thereof, of record in Slide B, Pages 395-397, Recorder's Office, Madison County, Ohio.

and

Situated in the State of Ohio, County of Madison, Village of Plain City, and known as Lots 31 through 75, both inclusive, and Reserves E and F of Darby Fields Section 2, as the same are numbered, lettered and/or delineated on the plat thereof, of record in Slide B, Pages 398-401, Recorder's Office, Madison County, Ohio.

Draft

EXHIBIT B
CODE OF REGULATIONS
(BYLAWS)
OF
DARBY FIELDS HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I
NAME AND PURPOSE

Section 1.01. The name of this Ohio nonprofit corporation shall be Darby Fields Homeowners' Association, Inc. (the "Association").

Section 1.02. The purposes for which the corporation is formed are set forth in the Articles of Incorporation for Darby Fields Homeowners' Association, Inc., filed with the Ohio Secretary of State and include being and acting as an association of the owners of residential Lots in a development known as and referred to herein as "Darby Fields" or as the "Subdivision". The Association shall also serve as the "owners association" as that term is defined in Chapter 5312 of the Ohio Revised Code (the "Planned Community Act").

ARTICLE II
MEMBERS AND VOTING

Section 2.01. Every individual or entity who is a record owner of a fee or undivided fee simple interest in a Lot (as defined in the Declaration) that has been subjected to the provisions of the Declaration of Covenants, Easements, Conditions, Restrictions and Assessments for Darby Fields to which this document is attached, and any amendments or supplements thereto (hereinafter the "Declaration"), except, in the case of a recorded land installment sales contract, the vendee or vendees and not the owner or owners of a fee simple interest, from and after the time that the same has been developed and platted and whose property has been subjected to the Declaration or other restrictions (whether by plat, deed restriction, declaration of restriction, or amendments thereto) which require such owners to be and become members of the Association, shall be a "Member" of the Association. "Owner", as used herein, as well as in the Declaration, means and

includes the record Owner of a fee simple interest in a Lot subject to the provisions of the Declaration, except the owner of the fee simple interest in a Lot subject to a recorded land installment contract, in which case the vendee is referred to herein as the "Owner." The membership of each Owner shall terminate when the Owner ceases to own an undivided fee simple interest or interests or vendee interest in a Lot, and upon the sale, transfer or other disposition of each undivided fee simple interest or vendee interest in a Lot, the membership in the Association which is appurtenant to that interest shall automatically be transferred to the new Owner(s) of the interest. No Member may otherwise terminate membership in the Association or sever that membership interest.

Section 2.02. Except as provided herein, on any question for which the vote of Members is permitted or required, the Owner or Owners of each Lot in the Subdivision shall be entitled to exercise one vote for each such Lot that the Owner or Owners own. If two or more persons or entities own undivided interests in a Lot as fiduciaries, tenants in common or otherwise, such persons or entities shall only be entitled to one vote with respect to the Lot, which vote shall be exercised, if at all, as a single Lot and not by percentage of interest.

Notwithstanding anything herein to the contrary, M/I Homes of Central Ohio, LLC, an Ohio limited liability company and the Declarant of Darby Fields (hereinafter, the "Declarant"), or its successor or its designee, shall be entitled to exercise one hundred percent (100%) of the total voting power of the Members of the Association on each matter properly submitted to the Members for their vote, consent, waiver, release or action until such time as the Declarant elects to relinquish the voting right, which relinquishment shall take place no later than the time Darby Fields, including all "Additional Property" defined in the Declaration, has been developed to its fullest extent and all Lots have been deeded to bona fide purchasers unrelated to Declarant. At such time as Declarant elects to relinquish the voting right, each Lot shall be entitled to one vote on each matter properly submitted to the Members for their vote, consent, waiver, release or other action. In addition to the indemnification provided herein, Declarant, including Directors appointed by and employed by the Declarant, shall have no liability and shall be indemnified and held harmless by the Association for events occurring after the relinquishment of voting control. Assessments shall be paid by each Member when due without regard to the right of a Member to vote.

Section 2.03. Fiduciaries and minors who are Owners of record of a Lot or Lots may vote their respective interests as Members. If two or more persons or entities own undivided interests in a Lot as fiduciaries, tenants in common or otherwise, such persons or entities shall be entitled to one vote with respect to a Lot, which vote shall be exercised, if at all, as a single Lot and not by percentages of interest. If more than one of such Owners attends a meeting, acts in voting by mail or executing consents, a majority of those voting

may act for the Owners of the Lot. If only one such person or entity attends a meeting, votes or executes a consent, then that person or entity may act for all.

Section 2.04. An entity which is a Member of the Association may exercise its right to vote by any officer, director, principal, member of a limited liability company, partner, trustee or employee and any such person shall conclusively be deemed to have authority to vote and to execute any proxies and written waivers and consents relative thereto, unless, before a vote is taken or a consent or waiver is acted upon, it shall be made to appear by a certified copy of the regulations or bylaws or of a resolution adopted by the entity that such authority does not exist or is vested in some other officer or person.

Section 2.05. At meetings of the Members or otherwise, any Member entitled to vote or take action may be represented and may vote or take action by a proxy or proxies appointed by an instrument in writing. Each such instrument shall be filed with the Secretary of the meeting before the person holding the proxy shall be allowed to vote under the proxy at the meeting or with the Secretary of the Association before the person holding the proxy may take action under the proxy without a meeting. No proxy shall be valid after the expiration of eleven months from its date of execution unless the Member executing it shall have specified therein the length of time that it is to continue in effect.

ARTICLE III

MEETINGS OF MEMBERS

Section 3.01. After the relinquishment of control of the Association by the Declarant, an annual meeting of the voting Members for the election of Directors, for the consideration of reports to be made at the meeting and for the transaction of such other business as may properly come before the meeting shall be held during the first quarter of each calendar year, on a date established by the Board of Directors of the Association (the "Board of Directors"), or on such other date within one month thereafter as may be designated by the Board of Directors from time to time. No annual meetings shall be required or held prior to the Declarant's relinquishment of control of the Association.

Section 3.02. Special meetings of the Members may be called by the President, by a majority of the Directors acting with or without a meeting, or following the relinquishment of control of the Association by the Declarant, by Members entitled to exercise not less than twenty-five percent (25%) of the total voting power of the Members. Upon delivery of a request in writing to the President or Secretary of the Association by persons entitled to call such a meeting, it shall be the duty of the President or Secretary to give notice to the Members in accordance with this Code of Regulations, but if such request is refused, then the Persons making the request may call a meeting by giving the notice.

Section 3.03. All meetings of Members shall be held at such places as may be specified by the Board of Directors or the Persons calling the meeting.

Section 3.04. A written or printed notice of every meeting of Members, whether annual or special, stating the time, place and purpose or purposes for which the meeting is called shall be given by, or at the direction of, the President or Secretary of the Association by personal delivery or by mail not more than sixty (60) nor less than five (5) days before the meeting to each Member entitled to notice thereof. If mailed, such notice shall be addressed to the Member at the Member's address as it appears on the records of the Association. The Association shall have no obligation to perform research or investigations beyond its records to ascertain the identity or the address of any Member. If a meeting is adjourned to another time or place, no further notice of the adjourned meeting need be given if the time and place to which it is adjourned are fixed and announced at the meeting. In the event of a transfer of ownership of a Member's Lot after notice has been given and prior to the holding of the meeting, it shall not be necessary to serve notice on the transferee. The Board of Directors may set a record date for the determination of the Members who are entitled to receive notice of or to vote at any meeting of Members, which record date shall not be earlier than forty-five (45) days preceding the meeting. If no record date is fixed by the Directors, the record date for determining the Members who are entitled to receive notice of or who are entitled to vote at a meeting of Members shall be the business day next preceding the day on which notice is given or the meeting is held, as the case may be. In any case where a person or entity's right to vote is questioned or disputed, the person wishing to vote shall have the burden of proving his, her or its right to vote.

Section 3.05. Notice of the time, place and purpose or purposes of any meeting of Members may be waived in writing either before or after the holding of the meeting by any Member, which writing shall be filed with or entered upon the records of the meeting. The attendance of a Member at any meeting in person or by proxy without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by that Member of notice of the meeting.

Section 3.06. A quorum for any meeting of Members shall be that number of Members who are entitled to vote who are present in person or represented by proxy at a meeting, and except as hereinafter provided, all actions shall be taken upon the majority vote of all Members present, in person or by proxy, provided that no action required by law, the Declaration, the Articles of Incorporation, or this Code of Regulations that must be authorized or taken by those Members exercising not less than a designated percentage of the total voting power may be authorized or taken by a lesser percentage. Those Members entitled to vote who are present in person and represented by proxy at a meeting may adjourn the meeting from time to time. Any business may be transacted at the reconvened meeting as if the meeting had been held as originally called.

Section 3.07. The order of business of any meeting of Members shall be determined by the presiding officer, unless otherwise determined by a vote of those Members entitled to exercise not less than a majority of the voting power of the Members present in person or represented by proxy at the meeting.

Section 3.08. At all elections of Members of the Board of Directors the candidates receiving the greatest percentage of the votes cast for their respective positions shall be elected. All other questions shall be determined by the vote of those Members entitled to exercise not less than a majority of the voting power of the Members present in person and represented by proxy at a meeting, unless for the particular purpose the vote of a greater percentage of this voting power of all Members is required by law, the Articles of Incorporation, this Code of Regulations, the Declaration or otherwise.

Section 3.09. Any action which may be authorized or taken at a meeting of Members may be authorized or taken without a meeting in a writing or writings signed by Members exercising not less than seventy-five percent (75%) of the voting power of all Members or such greater proportion thereof as the Articles of Incorporation, this Code of Regulations, the Declaration or any other provision of law may otherwise require. Said writing or writings shall be filed with or entered upon the records of the Association. Any vote that can be taken at a meeting of Members may also be taken by mail. In that event ballots shall be mailed to all persons and entities who are Members of the Association at the time of the mailing and approval shall be required from a majority of the voting power of all Members or from such greater (or lesser, in the case of electing members of the Board of Directors) proportion thereof as the Articles of Incorporation, this Code of Regulations, the Declaration or any provision of law may otherwise require. Adequate records of the manner and results of each vote conducted by mail shall be filed with or entered upon the records of the Association.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.01. Subject to such limitations as have been or may hereafter be imposed by the Declaration, the Articles of Incorporation or this Code of Regulations, as any of the same may be lawfully amended from time to time, all power and authority of the Association shall be vested in and exercised by a Board of Directors. Said persons shall manage and conduct the business and affairs of the Association and exercise the powers and duties established by the Declaration, the Articles of Incorporation, this Code of Regulations and the Rules (collectively, the "Association Governing Documents") until they resign, or until their successors are elected and qualified. Except for members of the Board of Directors appointed by the Declarant, members of the Board of Directors must be a Lot Owner, the spouse of a Lot Owner, or a principal, member of a limited liability

company, partner, director, officer, trustee, or employee of an entity that is a Lot Owner in the Association. Before the relinquishment of control of the Association by the Declarant, the Declarant shall appoint all Directors, which shall consist of three individuals named in the Articles of Incorporation, or such replacements thereof as Declarant shall from time to time appoint in its sole and unfettered discretion.

Subsequent to the relinquishment of control of the Association by the Declarant, the Board of Directors shall consist of three individuals. Directors elected at the meeting of Members in which Declarant relinquishes control of the Association shall serve until the end of the next following annual meeting of Members or until their successors are elected. Directors elected thereafter shall serve one year terms, terminating at the end of the next annual meeting thereafter or until their successors are duly elected. Following the turnover of Declarant control, any Director may be removed by the affirmative vote of those Members entitled to exercise not less than seventy-five percent (75%) of the voting power of all Members of the Association. A vote to remove any Director shall be conducted at a special meeting of the Members called for that purpose.

Section 4.02. Candidates for election as Directors may be selected by a Nominating Committee formed in accordance with Section 5.05 of Article V of this Code of Regulations. Candidates may also be nominated from the floor of any meeting held for the purpose of electing a Director or Directors. The Nominating Committee may nominate as many candidates as it wishes, provided that if the Nominating Committee nominates a candidate, it shall nominate not less than the number of Directors to be elected.

Section 4.03. If any member of the Board of Directors, other than a member of the Board of Directors appointed by the Declarant, vacates membership on the Board of Directors as a result of death, resignation or any other act or reason, a replacement Director shall be appointed by the remaining Directors. If the remaining Directors cannot agree upon a person to fill the vacancy within thirty (30) days after it is created, said remaining Directors shall call a special meeting of Members of the Association to fill the vacancy, such meeting to be held within sixty (60) days after the vacancy is created. Any Director appointed or elected to fill a vacancy shall hold office for the unexpired term of the Director he or she succeeds and until his or her successor is elected and qualified, or until he or she resigns.

Section 4.04. The Board of Directors shall hold such meetings from time to time as it deems necessary and such meetings may be called by the President of the Association from time to time, provided that the Board of Directors shall be required to meet at least once in each calendar quarter. Meetings shall be held at such place as the President or a majority of the Directors may determine, or by electronic or telephonic communication provided that each Director can hear or read in real time and participate and respond to every other Director.

Section 4.05. The President or Secretary shall cause electronic, telegraphic or written notice of the time and place of all meetings of the Board of Directors, both regular meetings and special meetings, to be duly served upon or sent to each Director not less than two (2) nor more than twenty (20) days before the meeting, except that a regular meeting of the Board of Directors may be held without notice immediately after the annual meeting of the Members of the Association at the same place as the annual meeting was held for the purpose of electing or appointing officers for the ensuing year and the transaction of such other business as may properly come before said meeting. No notice of adjourned meetings need be given. Notice of the time and place of any meeting of the Board of Directors may be waived by any Director in writing either before or after the holding of the meeting, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Director at any Board of Directors meeting without protesting the lack of proper notice prior to or at the commencement of the meeting shall be deemed to be a waiver by that person of notice of the meeting.

Section 4.06. At all meetings of the Board of Directors a majority of the members thereof shall constitute a quorum, but less than a quorum may adjourn a meeting from time to time, and at adjourned meetings any business may be transacted as if the meeting had been held as originally called. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as otherwise required by law, the Declaration, the Articles of Incorporation or this Code of Regulations. No Lot Owner, other than a Director, may attend or participate in any discussion or deliberation of a meeting of the Board of Directors unless the Board of Directors expressly authorizes that Owner to attend or participate.

Section 4.07. Members of the Board of Directors shall not receive any compensation for their services rendered to the Association as a Director. However, any Director may be reimbursed for actual expenses incurred in the performance of duties as a Director, if approved by the Board of Directors, and any Director may serve the Association in any other capacity and may receive compensation therefor, subject to the requirements and limitations of this Code of Regulations and the Articles of Incorporation.

Section 4.08. Any action which may be authorized or taken at a meeting of the Board of Directors may be authorized or taken without a meeting in a writing or writings signed by all of the Directors, which writing or writings shall be filed with or entered upon the records of the Association.

Section 4.09. The Board of Directors may employ or engage the services of a Manager and such other persons, firms or corporations as it deems necessary or advisable in order to perform the duties imposed upon it, and may pay such compensation as it determines. The Board of Directors may delegate to any such Manager, person, firm or corporation such administrative and ministerial duties as it determines.

Section 4.10. The Board of Directors shall exercise all powers and have all authority, under law, and under the provisions of the Declaration, Articles of Incorporation, and this Code of Regulations, that are not specifically and exclusively reserved to the Members by law or by other provisions of the Declaration, Code of Regulations or Articles of Incorporation, and without limiting the generality of the foregoing, the Board of Directors shall have the right, power and authority to:

- (a) take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law, and the Declaration, Code of Regulations and Articles of Incorporation;
- (b) obtain insurance coverage and bonds the Directors consider appropriate or necessary; provided that insurance coverage and bonds required pursuant to the provisions of the Declaration and in amounts no less than that required pursuant to the provisions of the Declaration shall be obtained and maintained;
- (c) enforce the covenants, conditions and restrictions set forth in the Declaration;
- (d) subject to the provisions of the Declaration, repair, maintain and improve the Common Elements;
- (e) establish, enforce, levy and collect Assessments, late fees, delinquent interest and such other charges as are provided for in the Declaration and adopt, publish, and enforce Rules and regulations concerning the same;
- (f) adopt and publish Rules and regulations governing the use of the Common Elements and the personal conduct of Owners, Occupants and their guests thereon;
- (g) suspend the voting rights of an Owner during any period in which such Owner shall be in default in the payment of any charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for each infraction of published Rules and regulations or of any provisions of the Declaration);
- (h) declare the office of a member of the Board of Directors to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board of Directors;

(i) subject to such approvals, if any, as may be required pursuant to the provisions of the Declaration, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation, management agreements, purchase agreements and loan documents, all on such terms and conditions as the Board of Directors in its sole and absolute discretion may determine;

(j) cause excess funds of the Association to be invested in such reasonable investments that meet standards for fiduciary investments under Ohio law as the Board of Directors may from time to time determine;

(k) subject to the provisions of the Declaration, borrow funds, as needed, and pledge and assign such security and rights of the Association, including rights to levy and collect Association Assessments of every type or nature, or other future income, and to file liens therefor and enforce collection thereof, as might be necessary or desirable in the judgment of the Board of Directors, to obtain any such loan;

(l) take such actions and expend the Association funds and Assessments as the Board of Directors deems appropriate, in its sole discretion, to satisfy the requirements of institutional mortgagees, and guarantors and insurers of first mortgage loans for the financing or refinancing of Lots a part of the Subdivision;

(m) purchase and cause the Association to hold title to real property; and

(n) do all things and take all actions permitted to be taken by the Association by law or the Declaration not specifically reserved thereby to others.

Section 4.11. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs, including correct and complete books and records of account that specify receipts and expenditures relating to Common Elements and other common receipts and expenses, records showing the allocation, distribution, and collection of common profits, losses, and expenses among and from Owners, minutes of meetings of the Members and meetings of the Board of Directors, and records of the names and addresses of Owners;

(b) present the latest available financial statement of the Association to the Owners at each annual meeting of Owners, or at any special meeting when requested in writing by Owners representing not less than a majority of the voting power of Owners;

(c) supervise all officers, agents and employees of the Association and see that their duties are properly performed;

(d) cause an annual budget to be prepared, and amendments thereto as needed; provided that the failure or delay of the Board of Directors to adopt a budget as provided herein or in the Declaration shall not constitute a waiver or a release of the obligation of an Owner to pay Assessments and, in such event, the budget last adopted shall continue until such time as the Board of Directors adopts a new budget;

(e) as more fully provided in the Declaration, establish, levy, enforce and collect Assessments;

(f) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid;

(g) procure and maintain insurance and bonds as provided in the Declaration, and as the Board of Directors deems advisable;

(h) cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration; and

(i) take all other actions required to comply with all requirements of the Declaration, Articles of Incorporation and this Code of Regulations.

ARTICLE V

OFFICERS AND COMMITTEES

Section 5.01. The officers of the Association shall be a President, a Vice-President, a Secretary, a Treasurer and such other officers as may be determined by the Board of Directors. All officers shall be elected by the Board of Directors from among the members of the Board of Directors. Officers shall hold office at the pleasure of the Board of Directors and any two or more offices may be held by the same person. No officer shall receive any compensation for their services rendered to the Association as a Director; provided that an officer may be reimbursed for actual expenses incurred in the

performance of duties as an officer, if approved by the Board of Directors, and any officer may serve the Association in any other capacity and may receive compensation therefor, subject to the requirements and limitations of this Code of Regulations and the Articles of Incorporation.

Section 5.02. It shall be the duty of the President to preside at all meetings of Members of the Association and the Board of Directors, to exercise general supervision over the affairs of the Association and in general to perform all duties incident to the office or which may be required by the members of the Board of Directors.

Section 5.03. It shall be the duty of the Vice-President to perform the duties of the President in the event of the President's absence or disability and to perform such other duties as may be assigned to him or her by the Board.

Section 5.04. It shall be the duty of the Secretary to keep or cause to be kept under his or her supervision an accurate record of the acts and proceedings of the Members and the Board of Directors, including records of the names and addresses of the Members. The Secretary shall further perform all duties incident to the office and such other duties as may be required by the Members or the Board of Directors. Upon expiration or termination of his or her term of office, the Secretary shall deliver all books, records, documents and other property of the Association in his or her possession or control to his or her successor or to the President.

Section 5.05. The Treasurer shall receive and safely keep all money, securities and other intangible property belonging to the Association, or evidence thereof, and shall disburse the same under the direction of the Board of Directors; shall keep or cause to be kept under his or her supervision correct and complete books and records of account specifying the receipts and expenditures of the Association, together with records showing the allocation, distribution and collection of Assessments, fees, revenues and expenses among and from the Members, shall hold the same open for inspection and examination by the Board of Directors and the Members, and shall present abstracts of the same at annual meetings of the Members or at any other meeting when requested; shall give bond in such sum with such surety or sureties as the Board of Directors may require for the faithful performance of his or her duties; shall perform any other duties which may be required of him or her by the members of the Board of Directors; and, upon the expiration or termination of his or her term of office, shall deliver all money and other property of the Association in his or her possession or control to his or her successor or to the President.

Section 5.06. The Board of Directors may create a committee or committees. Each committee shall serve at the pleasure of the Board of Directors and shall be subject to the control and direction of the Board of Directors. Any committee may act pursuant to the vote of a majority of its members at a meeting of the committee or by a writing or writings

signed by all of its members. Any act or authorization by any such committee within the authority delegated to it shall be as effective for all purposes as the act or authorization of the Board of Directors. Each committee shall establish its own procedures for scheduling and giving notice of its meetings, establishing agendas, maintaining records of its meetings and actions, and other administrative matters, subject to any such procedures which may be established for that committee or all committees by the Board of Directors.

ARTICLE VI

INDEMNIFICATION

Section 6.01. The Association shall indemnify any officer or Director of the Association who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including, without limitation, any action threatened or instituted by or in the right of the Association), by reason of the fact that that individual is or was a Director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs), judgments, fines and amounts paid in settlement actually and reasonably incurred by that person in connection with such action, suit or proceeding if that individual acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, that individual had no reasonable cause to believe that individual's conduct was unlawful. An individual claiming indemnification under this Section 6.01 shall be presumed, in respect of any act or omission giving rise to such claim for indemnification, to have acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal matter, to have had no reasonable cause to believe that individual's conduct was unlawful, and the termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, rebut such presumption.

Section 6.02. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding:

- (a) the Association shall not indemnify any officer or Director of the Association who was a party to any completed action or suit instituted by or in the right of the Association to procure a judgment in its favor by reason of the fact that that individual is or was a Director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of

the Association as a director, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, in respect of any claim, issue or matter asserted in such action or suit as to which that individual shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Association or misconduct (other than negligence) in the performance of that individual's duty to the Association, unless and only to the extent that the Court of Common Pleas of Madison County, Ohio or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances of the case, that individual is fairly and reasonably entitled to such indemnity as such Court of Common Pleas or such other court shall deem proper; and

(b) the Association shall promptly make any such unpaid indemnification as is determined by a court to be proper as contemplated by this Section 6.02.

Section 6.03. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding, to the extent that an officer or Director of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 6.01, or in defense of any claim, issue or matter therein, that individual shall be promptly indemnified by the Association against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) actually and reasonably incurred in connection therewith.

Section 6.04. Any indemnification required under Section 6.01 and not precluded under Section 6.02 shall be made by the Association only upon a determination that such indemnification of the officer or Director is proper in the circumstances because that individual has met the applicable standard of conduct set forth in Section 6.01. Such determination may be made only (a) by a majority vote of a quorum consisting of Directors of the Association who were not and are not parties to, or threatened with, any such action, suit or proceeding, or (b) if such a quorum is not obtainable or if a majority of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association, or any individual to be indemnified, within the past five years, or (c) by the Members, or (d) by the Court of Common Pleas of Madison County, Ohio or (if the Association is a party thereto) the court in which such action, suit or proceeding was brought, if any; and such determination may be made by a court under division (d) of this section 6.04 at any time [including, without limitation, any time before, during or after the time when any such determination may be requested of, be under consideration by or have been denied or disregarded by the disinterested Directors

under division (a) or by independent legal counsel under division (b) or by the Members under division (c) of this Section 6.04]; and no decision for any reason to make any such determination, and no decision for any reason to deny such determination, by the disinterested Directors under division (a) or by independent legal counsel under division (b) or by the Members under division (c) of this Section 6.04 shall be evidenced in rebuttal of the presumption recited in Section 6.01. Any determination made by the disinterested Directors under division (a) or by independent legal counsel under division (b) or by the Members under division (c) of this Section 6.04 to make indemnification in respect of any claim, issue or matter asserted in an action or suit threatened or brought by or in the right of the Association shall be promptly communicated to the individual who threatened or brought such action or suit, and within ten (10) days after receipt of such notification such individual shall have the right to petition the Court of Common Pleas of Madison County, Ohio or the court in which such action or suit was brought, if any, to review the reasonableness of such determination.

Section 6.05. Expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) incurred in defending any action, suit or proceeding referred to in Section 6.01 shall be paid by the Association in advance of the final disposition of such action, suit or proceeding to or on behalf of the officer or Director promptly as such expenses are incurred by that individual, but only if such officer or Director shall first agree, in writing, to repay all amounts so paid in respect of any claim, issue or other matter asserted in such action, suit or proceeding in defense of which that individual shall not have been successful on the merits or otherwise:

(a) if it shall ultimately be determined as provided in Section 6.04 that that individual is not entitled to be indemnified by the Association as provided under Section 6.01; or

(b) if, in respect of any claim, issue or other matter asserted by or in the right of the Association in such action or suit, that individual shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Association or misconduct (other than negligence) in the performance of that individual's duty to the Association, unless and only to the extent that the Court of Common Pleas of Madison County, Ohio or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances, that individual is fairly and reasonably entitled to all or part of such indemnification.

Section 6.06. The indemnification provided by this Article VI shall not be exclusive of, and shall be in addition to, any other rights to which any person seeking indemnification may be entitled under the Articles or this Code of Regulations or any

agreement, vote of Members or disinterested Directors, or otherwise, both as to action in that individual's official capacity and as to action in another capacity while holding such office, and shall continue as to an individual who has ceased to be an officer or Director of the Association and shall inure to the benefit of the heirs, executors, and administrators of such individual.

Section 6.07. The Association may purchase and maintain insurance or furnish similar protection, including but not limited to trust funds, letters of credit, or self-insurance, on behalf of any individual who is or was a Director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against any liability asserted against that individual and incurred by that individual in any such capacity, or arising out of that individual's status as such, whether or not the Association would have the obligation or the power to indemnify that individual against such liability under the provisions of this Article VI. Insurance may be purchased from or maintained with an individual in which the Association has a financial interest.

Section 6.08. For purposes of this Article VI, and as examples and not by way of limitation:

(a) An individual claiming indemnification under this Article VI shall be deemed to have been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 6.01, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding referred to Section 6.01, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding shall be terminated as to such person, with or without prejudice, without the entry of a judgment or order against that individual, without a conviction of that individual, without the imposition of a fine upon that individual and without that individual's payment or agreement to pay any amount in settlement thereof (whether or not any such termination is based upon a judicial or other determination of the lack of merit of the claims made against that individual or otherwise results in a vindication of that individual);

(b) References to an "other enterprise" shall include employee benefit plans; references to a "fine" shall include any excise taxes assessed on an individual with respect to an employee benefit plan; and references to "serving at the request of the Association" shall include any service as a Director, officer, employee, agent or volunteer of the Association which imposes duties on, or involves services by, such Director, officer, employee,

agent or volunteer with respect to an employee benefit plan, its participants or beneficiaries; and an individual who acted in good faith and in a manner that individual reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Association" within the meaning of that term as used in this Article VI; and

(c) The term "volunteer" shall mean a Director, officer, committee member or other agent of the Association, or another individual associated with the Association, who (i) performs services for or on behalf of, and under the authority or auspices of, the Association, and (ii) does not receive compensation, either directly or indirectly, for performing those services. Compensation does not include (i) actual and necessary expenses that are incurred by the volunteer in connection with the services performed for the Association and that are reimbursed to the volunteer or otherwise paid; (ii) insurance premiums paid on behalf of the volunteer and amounts paid, advanced or reimbursed pursuant to this Article VI, Section 1702.12(E) of the Ohio Revised Code or any indemnification agreement, resolution or similar arrangement; or (iii) modest prerequisites.

Section 6.09. Any action, suit or proceeding to determine a claim for indemnification under this Article VI may be maintained by the person claiming such indemnification, or by the Association, in the Court of Common Pleas of Madison County, Ohio. The Association and (by claiming such indemnification) each such individual consent to the exercise of jurisdiction over its or that individual by the Court of Common Pleas of Madison County, Ohio in any such action, suit or proceeding.

ARTICLE VII

NOTICES AND DEMANDS

Section 7.01. Any notice or demand which is required to be given or delivered to or served upon a Member of the Association shall be in writing and shall be deemed to have been given, delivered or served when delivered personally to him or her or mailed to him or her at his or her address as it appears on the records of the Association.

Section 7.02. In computing the period of time for the giving of a notice required or permitted under the Articles of Incorporation, this Code of Regulations or a resolution of the Members or Directors, the day on which the notice is given shall be excluded, and the day when the act for which notice is given is to be done shall be included, unless the instrument calling for the notice otherwise provides. If notice is permitted to be given by mail, the notice shall be deemed to have been given when deposited in the mail.

ARTICLE VIII

AMENDMENTS

Section 8.01. This Code of Regulations may be amended or a new Code of Regulations may be adopted at a meeting of voting Members held for that purpose or in a vote conducted by mail by the affirmative vote of those Members entitled to exercise not less than seventy-five percent (75%) of the total voting power of Members. The foregoing notwithstanding, any amendment terminating and dissolving the Association shall require the unanimous consent of all Lot Owners.

ARTICLE IX

DURATION

Section 9.01. The Association shall exist so long as the provisions of the Declaration are applicable to the Subdivision.

ARTICLE X

MISCELLANEOUS

Section 10.01. This Code of Regulations shall also be deemed to be Bylaws as the same is defined in Chapter 5312 of the Ohio Revised Code.

EXHIBIT C

APPROVED FENCE DETAIL

[INTENTIONALLY OMITTED]

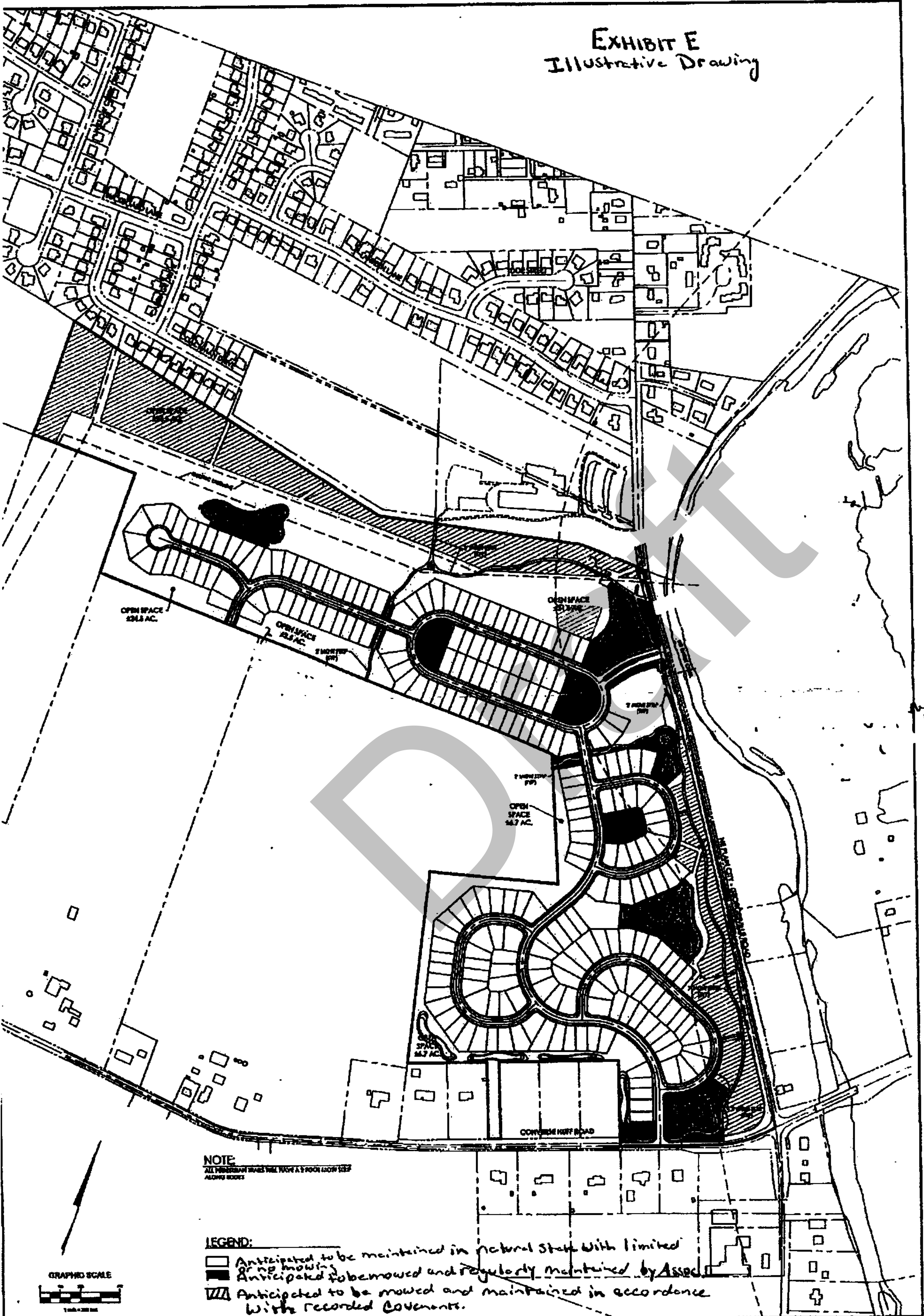
Draft

EXHIBIT D

SPECIAL EASEMENT AREAS

[INTENTIONALLY OMITTED]

Draft



DARBY FIELDS
PLAIN CITY, MADISON COUNTY, OHIO

Illustrative
Drawings



DATE	APPROVED
BY	DATE
BY	DATE
BY	DATE
BY	DATE
BY	DATE

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Developer / Builder:

M/I Homes of Central Ohio, LLC
3 Easton Oval, Suite 310
Columbus, Ohio 43219
Phone: (614) 418-8608

Attorney:

Underhill & Hodge LLC
8000 Walton Parkway, Suite 260
New Albany, Ohio 43054
Phone: (614) 335-9321

Engineer, Planner & Landscape Architect:

EMH&T
5500 New Albany Road
Columbus, Ohio 43054
Phone: (614) 775-4500

Major Site Plan

Exhibit “A-1”

Contiguous Property Owners and Addresses

Exhibit “B-1”

Zoning Description

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Cluster Box Units

Exhibit “H-1”

Sample Declaration of Covenant / Deed Restrictions

Exhibit “I-1”

Architecture

Preliminary Plat

**Major Site Plan Application
Spring Hill Farm
118+/- Acres
Project Statement**

M/I Homes of Central Ohio, LLC (hereinafter “M/I Homes” or “Applicant”) submits this Project Statement as part of its Major Site Plan Application. M/I Homes is in the process of annexing +/-130.91 acres from Truro Township into the City of Reynoldsburg. This Major Site Plan Application concerns 118+/- acres of the to-be annexed land. Currently, the land is used primarily for agriculture with several single-family homes located at the site. Upon annexation, the land will be in the Suburban Residential Zoning District (hereinafter “SR Zoning”).

Consistent with SR Zoning, M/I Homes is proposing to construct 354 single-family homes on individual lots of varying sizes as shown on the accompanying plans. The lots have been designed to respond to site aesthetics and to cluster development to preserve large quantities of open space as nature areas, leisure trails and passive recreation for a total of 38.2+/- acres (32.3% in total). Additionally, the subdivision will utilize quality craftsmanship, a high level of interior and exterior finishes, and a variety of amenities for the enjoyment of residents. The open space and other amenities will be maintained by a forced and funded homeowners association. As shown on the plans submitted herewith, the lots will generally comply with the SR Zoning Development Standards, including building height, minimum lot width and depth, and setback requirements. Furthermore, the development will achieve Goal 1 of Reynoldsburg’s Comprehensive Plan, which is to “promote a diverse mix of housing options,” and specifically for any new single-family residential development, “to integrate quality greenspace.”

Notwithstanding the general compliance with SR Zoning Development Standards and the Comprehensive Plan, pursuant to Section 1109.19(E)(ii), the Applicant seeks one minor design standard deviation from one of the SR Zoning District requirements. Pursuant to Section 1103.17, garage doors must be located at least three feet behind a porch or front building facade. The Applicant seeks flexibility from said design standard to permit garages to project up to 9 feet in front of the furthest most vertical plane of the home. By way of illustration, depending on the elevation of the home, the furthest most vertical plane could be based on the porch, the front building facade, or a stoop. In all other respects, the garages will comply with the Zoning Code, including by being subordinate in height, footprint, and proportion to the primary structure, and they will be compatible with the primary structure in terms of roof form, materials, and color. The requested minor design standard deviation will allow the Applicant to add greater architectural diversity to the community.

Letter of Transmittal

To: Mr. Andrew Bowsher
Development Director
City of Reynoldsburg
7232 East Main Street
Reynoldsburg, Ohio 43068

From: Jeffrey A. Strung, PLA, ASLA
Date: April 27, 2020
Job no.: 2019-1171
Re: Spring Hill Farm

We are sending you herewith via: ☒ Courier ☐ Pick Up ☐ Fed. Ex. ☐ UPS

The following items: ☒ copies ☐ originals ☐ [other]

Copies	Date	Number of sheets	Description
Original	4/14/20	6	Application (Major Site Plan and Preliminary Plat)
7	4/27/20	Booklet	Project Statement, Major Site Plan and Preliminary Plat (11 x 17).
7	4/27/20	18	Major Site Plan (Full Size)
7	4/27/20	12	Preliminary Plat (Full size)
Digital	4/27/20	All Documents	Share file of the entire submittal to the City

These are transmitted as checked below:

☒ for approval ☐ for your file ☐ as requested ☐ for review & comment
☐ for execution / signatures ☐ [other]

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Jeffrey A. Strung, PLA, ASLA
Vice President