

An application for Final Development Plan approval submitted to the Liberty Township Planning and Zoning Department must comply with the requirements and procedures outlined herein.

This packet contains a checklist of general, written, and graphic requirements in addition to application submittal forms, which explain the Final Development Plan process. The checklist together with all required information, original application forms, and copies must be submitted in its entirety before the application will be processed by the Planning and Zoning Department. If a request is submitted by the advertised Closing Date, which is maintained in the Planning and Zoning Department, and if it is deemed to be complete and accurate, a public hearing will be scheduled during the next available Zoning Commission Meeting. After the Closing Date, the Applicant cannot modify any portion of the information submitted, unless specifically requested by Staff or Zoning Commission. Therefore, early submission is highly recommended to assure placement on the agenda and adequate time for revisions and corrections.

***REQUIRED CONDITIONS FOR APPROVAL OF FINAL DEVELOPMENT PLAN***

*per Liberty Township Zoning Resolution Article 4.11*

- *The Township Zoning Commission shall study, review, and make written findings regarding the Final Development Plan to ensure the following specific conditions have been met:*
- *Appropriate arrangements with the applicant have been made which will ensure the accomplishment of the public improvements and reservation of common open space as indicated on the Preliminary and Final Development Plan. If deemed necessary by the Board of Township Trustees during the Preliminary Development Plan process, this may require that the Board of Township Trustees hold bond to ensure the successful and proper completion.*
- *The proposed detailed Final Development Plan(s) for the individual section(s) of the overall Planned Unit District is consistent in contents (building location--as applicable, land uses, densities and intensities, yard requirements, and area and frontage requirements) with the approved Preliminary Development Plan and the Liberty Township Land Use Plan.*
- *Each individual phase of the development can exist as an independent unit which is capable of creating an environment of sustained desirability and stability, or that adequate assurance will be provided that such objective can be obtained.*
- *That any part of the Planned Unit Development not used for structures, parking and loading areas, or streets, shall be landscaped or otherwise improved; or if approved by the Zoning Commission, left in its natural state.*
- *That any exception from the design standards provided in the PUD is warranted by the design and amenities incorporated in the detailed Final Development Plan.*
- *That the internal streets and thoroughfares proposed are suitable and adequate to accommodate the anticipated traffic within and through the development.*
- *That the detailed Final Development Plan is consistent with the intent and purpose of this Resolution to promote the public health, safety and general welfare of the residents of Liberty Township, Butler County, Ohio.*
- *The Final Development Plan has been transmitted to all other agencies and departments charged with the responsibility of review.*



5021 Winners Circle Dr.  
Liberty Township Ohio 45011  
Phone (513) 759-7500 • Fax (513) 759-7501

Application for a  
**FINAL PUD**

<b>A. APPLICANT INFORMATION</b> NAME: _____ PHONE: (    ) _____ - _____ ADDRESS: _____ CITY/ST/ZIP: _____ EMAIL: _____ APPLICANT IS THE: <input type="checkbox"/> PROPERTY OWNER <input type="checkbox"/> AGENT <input type="checkbox"/> OPTIONEE	<b>CASE No.</b> <u>ZC2021-004</u>
<b>B. PROPERTY INFORMATION</b> PROPERTY ADDRESS (IF ANY): _____ CITY/ST/ZIP: _____ SECTION: _____ TOWN: _____ RANGE: _____ PARCEL #: <u>D</u> _____ - _____ - _____ - _____ CURRENT USE OF PROPERTY (CHECK ALL THAT APPLY): <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> RESIDENTIAL <input type="checkbox"/> AGRICULTURAL <input type="checkbox"/> OTHER	<b>PAYMENT INFORMATION</b> <b>FEE AMOUNT: \$250</b> RECEIPT #: <u>11096</u> RECEIVED BY: <u>ME/WGR</u>
<b>C. PROPERTY ZONING</b> CURRENT ZONING OF PROPERTY: _____ REQUESTED ZONING OF PROPERTY: _____ TOTAL ACRES OF PROPERTY TO BE REZONED: _____	
<b>D. PROPERTY OWNER INFORMATION</b> (LIST ALL PARCELS AND PROPERTY OWNERS THAT ARE INCLUDED WITH THIS APPLICATION)  <div style="margin-bottom: 10px;"><b>1. PARCEL #:</b> <u>D</u> _____ - _____ - _____ - _____ NAME: _____ PHONE: (    ) _____ - _____ ADDRESS: _____</div> <div style="margin-bottom: 10px;"><b>2. PARCEL #:</b> <u>D</u> _____ - _____ - _____ - _____ NAME: _____ PHONE: (    ) _____ - _____ ADDRESS: _____</div> <div style="margin-bottom: 10px;"><b>3. PARCEL #:</b> <u>D</u> _____ - _____ - _____ - _____ NAME: _____ PHONE: (    ) _____ - _____ ADDRESS: _____</div> <div style="margin-bottom: 10px;"><b>4. PARCEL #:</b> <u>D</u> _____ - _____ - _____ - _____ NAME: _____ PHONE: (    ) _____ - _____ ADDRESS: _____</div>	
<b>E. DESCRIPTION OF REQUEST</b>  _____  _____  _____  _____	



ALL PROPERTY OWNERS WITHIN TWO HUNDRED (200) FEET OF THE SUBJECT PROPERTY SHALL BE LISTED. IT IS THE APPLICANT'S RESPONSIBILITY TO PROVIDE A COMPLETE AND ACCURATE LIST. THE PLANNING AND ZONING DEPARTMENT WILL APPROPRIATELY NOTIFY THE ADJOINING PROPERTY OWNERS OF THE SCHEDULED PUBLIC HEARING.

**PROPERTY OWNER**

**TAX MAILING ADDRESS**

**PARCEL #**

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

## **PEAKS OF ASPEN TRAILS – ADJOINING PROPERTY OWNERS WITHIN 200'**

D2020-282-000-079  
CERBERUS SFR HOLDINGS II LP  
1850 PARKWAY PLACE  
SUITE 900  
MARIETTA, GA 30067-8261

D2020-282-000-078  
JR 2 LLC  
10305 READING ROAD  
CINCINNATI, OH 45241

D2020-122-000-079  
DREW & KATIE J. LINDSAY  
5114 OAK CREEK TRAIL  
LIBERTY TOWNSHIP, OH 45011

D2020-122-000-078  
REGEN & DIRGA GURUNG  
5104 OAK CREEK TRAIL  
LIBERTY TOWNSHIP, OH 45011

D2020-122-000-077  
FRANCIS BROWN  
5094 OAK CREEK TRAIL  
LIBERTY TOWNSHIP, OH 45011

D2020-122-000-076  
HOLLY REUSZER  
5085 OAK CREEK TRAIL  
LIBERTY TOWNSHIP, OH 45011

D2020-122-000-054  
VICTOR PAUL NEEDHAM  
5199 PRINCETON-GLENDALE ROAD  
LIBERTY TOWNSHIP, OH 45011

D2020-122-000-055  
TRAVIS BLOCK  
5511 WHISPERING BROOK COURT  
LIBERTY TOWNSHIP, OH 45011

D2020-122-000-053  
ZACHARY J. & JAMIE A. ZAWILA  
5556 ALEX WAY  
LIBERTY TOWNSHIP, OH 45044

D2020-122-000-052  
TIEN M. LE & THUONG T. DO  
7927 FURROW COURT  
WEST CHESTER, OH 45069

D2020-122-000-050  
RICHARD A. & ONDREA S. BILLER  
6389 W. ALEXANDRIA ROAD  
MIDDLETOWN, OH 45042

D2010-004-000-082  
LIBERTY TOWNSHIP BOARD OF TRUSTEES  
BUTLER COUNTY OHIO  
5021 WINNERS CIRCLE  
LIBERTY TOWNSHIP, OH 45011

D2020-275-000-050  
D2020-275-000-023  
ASPEN TRAILS HOMEOWNERS ASSOCIATION, INC.  
PO BOX 747  
MASON, OH 45040

D2020-275-000-027  
FRANK MCPHERSON  
5125 SNOW VALLEY LANE  
LIBERTY TOWNSHIP, OH 45011

D2020-275-000-026  
MICHAEL A. & NANCY J. JACKSON  
5135 SNOW VALLEY LANE  
LIBERTY TOWNSHIP, OH 45011

D2020-275-000-025  
JORDAN & NICOLE CARRIER  
5145 SNOW VALLEY LANE  
LIBERTY TOWNSHIP, OH 45011

D2020-275-000-024  
AMRIK SINGH & RAJINDER KAUR  
4396 TYLERVILLE ROAD  
WEST CHESTER, OH 45011

D2020-275-000-010  
EDMUND SOWAH & AUGUSTINA MACCARTHY  
5164 SNOW VALLEY LANE  
LIBERTY TOWNSHIP, OH 45011

D2020-275-000-009  
WILLIAM S. CREECY IV.  
5175 SNOW VALLEY LANE  
LIBERTY TOWNSHIP, OH 45011

D2020-275-000-008  
HUNTINGTON NATIONAL BANK TR. FOR  
JAIDEN PORTER SPL NEEDS TR. &  
TANYA L. ROBBINS  
7 EASTON OVAL LOC EA5W83  
COLUMBUS, OH 43219

D2020-275-000-007  
MICHAEL W. MEADORS  
5195 SNOW VALLEY LANE  
LIBERTY TOWNSHIP, OH 45011

D2020-275-000-006  
SAUNDRA P. SLANKARD  
5205 SNOW VALLEY LANE  
LIBERTY TOWNSHIP, OH 45011

D2020-275-000-005  
L. VERNON & JOANNE GILLIAM  
5215 SNOW VALLEY LANE  
LIBERTY TOWNSHIP, OH 45011

D2020-275-000-004  
ADRIANNA S. & RYAN JORDAN  
5225 SNOW VALLEY LANE  
LIBERTY TOWNSHIP, OH 45011

D2020-275-000-003  
TESFALEM BAHTA GEBRU &  
BISRAT NEGSH  
5235 SNOW VALLEY LANE  
LIBERTY TOWNSHIP, OH 45011

D2020-275-000-002  
ANDREW & RACHEL APKE  
5245 SNOW VALLEY LANE  
LIBERTY TOWNSHIP, OH 45011

D2020-275-000-001  
RJS HOME GROUP LLC.  
5649 KYLES LANE  
MIDDLETOWN, OH 45044

D2020-312-000-037  
ASPEN TRAILS TWO COMMUNITY ASSOCIATION INC.  
4168 TONYA TRAIL  
HAMILTON, OH 45011

D2020-312-000-030  
GEORGE A. & KATHLEEN L. WIETMARSCHEN TR.  
5070 ALTA DRIVE  
LIBERTY TOWNSHIP, OH 45011

D2020-312-000-029  
SEYEDMEYSAM HASHEMNEJAD &  
SEDIGHEH JOWZAEE  
5060 ALTA COURT  
LIBERTY TOWNSHIP, OH 45011

D2020-312-000-028  
JONATHAN C. & KERRY A. LEWIS  
5050 ALTA COURT  
LIBERTY TOWNSHIP, OH 45011

D2010-004-000-007  
ASPEN TRAILS LLC.  
8073 TYLERSVILLE ROAD  
WEST CHESTER, OH 45069

**PROPERTY OWNER'S AFFIDAVIT**

STATE OF OHIO  
COUNTY OF BUTLER

I (we) Aspen Trails LLC.

hereby certify that we are all of the owners of the real estate which is the subject of the pending zoning application; that we hereby consent to the Zoning Commission of Liberty Township approving a development plan for the subject real estate. We understand that our application will be considered and processed in accordance with the regulations as set forth by the Liberty Township Planning and Zoning Department and Zoning Resolution; that we agree to accept, fulfill and abide by those regulations and all stipulations and conditions attached to the Final Development Plan. I (we) authorize Liberty Township to place a Public Meeting notification sign on the property. I (we) authorize Liberty Township staff and board members to enter and inspect the property. The statements and attached exhibits are in all respects true and correct to the best of my/our knowledge and belief.



Signature

Donald C. Dixon

Printed Name

8073 Tylersville Road

Mailing Address

West Chester, OH 45069

City, State, Zip Code

513-777-1400

Phone

Subscribed and sworn to before me this 23<sup>rd</sup> day of December 2020  
Stephanie Harris

NOTARY PUBLIC

STATE OF OHIO

My Comm. Exp. 9-29-21



Notary Public

Person to be contacted for details, other than signatory:

Etta Reed, P.E., Bayer Becker

6900 Tylersville Road, Mason, OH 45040

513-336-6600

Printed Name

Address/City/St/Zip

Phone

## 1. GENERAL REQUIREMENTS CHECKLIST

- ☐ **1.1 - PRE-APPLICATION MEETING** ( DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ TIME: \_\_\_\_\_ AM / PM )

The applicant is to present the concept of the Final Development Plan to the Planning and Zoning Department, and to obtain and discuss the overall application process prior to submitting the application packet. ***Call 759-7500 for appointment. Pre-application meetings MUST be conducted a minimum of 3 business days prior to the Submittal Deadline Date; However, it is recommended that the Pre-Application Meeting take place at least one week prior to submittal to allow sufficient time for any necessary adjustments.*** There will be no assurance at any time, implicitly or otherwise, regarding final Staff comments or concerns presented to the Zoning Commission about this application.

- ☐ **1.2 - SUBMITTAL DEADLINE DATE** ( DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ )

The application packet must be submitted to the Liberty Township Planning and Zoning Department no later than the end of business day (4:30pm) on the advertised Submittal Deadline Date. A list of the advertised closing dates is available on the township website or in the Planning and Zoning Department. Prior to submission of the application packet and necessary information, it is recommended that the Applicant revise the proposed plans when necessary, as it is advised by Staff during the Pre-Application Meeting. After the closing date, the applicant cannot modify any portion of the information submitted, unless specifically requested by the Staff or Zoning Commission. ***If it is determined by Staff, at any time, that an application packet is incomplete, or inaccurate, it will not be accepted for processing, or be scheduled for a public hearing.***

- ☐ **1.3 - APPLICATION FEE** (\$250.00)

The application packet for a Final Development Plan shall be accompanied by a non-refundable payment to cover the costs of holding the public hearing thereon, including personnel costs, advertising and legal notices as required by law or otherwise in connection with said case. ***Please make checks payable to Liberty Township.***

## 2. WRITTEN REQUIREMENTS CHECKLIST

☐ **2.1 – METES AND BOUNDS LEGAL DESCRIPTION**

Submit on a single 8 ½" X 11" paper the following information:

- A. A metes and bounds description of the subject site; and
- B. The amount of area contained within the site; and
- C. A statement, signed by a registered surveyor, certifying that the description of the property proposed for a Final Development Plan, is a complete, proper and legal description thereof.

☐ **2.2 – PROPERTY DEED**

Submit one (1) copy of the deed to the subject property as filed in the Butler County Recorder's Office.

☐ **2.3 – PREVIOUS ACTION INFORMATION**

Submit one (1) copy of all resolutions, minutes and plans (11" x 17") for all previous approvals for the overall PUD District, which are related to the subject property. ***This information should be obtained from the developer of the overall PUD District.***

☐ **2.4 – FINAL DEVELOPMENT PLAN APPLICATION FORM**

Complete and submit the Final Development Plan Application Form, which is included on Page 2 of this packet. ***The application must be typewritten and all original forms must be submitted with the required original signatures.*** This form should be attached to the front of the submittal.

☐ **2.5 – ADJACENT PROPERTY OWNERS FORM**

Complete and submit the Adjacent Property Owners Form, which is included on Page 3 of this packet. ***The completed form must contain the name, tax mailing address and parcel information for all properties located within two hundred (200) feet of the subject site.*** It is the Applicant's responsibility to provide a complete and accurate list. The Planning and Zoning Department will appropriately notify the adjoining property owners of the scheduled public hearing.

☐ **2.6 – PROPERTY OWNER'S AFFIDAVIT**

Complete and submit the Property Owner's Affidavit, which is included on Page 4 of this packet. If multiple property owners are involved, a separate Property Owner's Affidavit shall be submitted for each property owner. ***All completed forms with the original signatures must be provided with the application.***

☐ **2.7 – CHECKLIST OF REQUIREMENTS**

Complete and submit all checklists fully completed.

### 3. GRAPHIC REQUIREMENTS CHECKLIST

☐ **3.1 – FINAL DEVELOPMENT PLAN**

Submit four (4) ***folded*** copies of the Final Development Plan(s) on 24" x 36" size paper and at a scale of one inch equals fifty feet (1"=50'), or larger, unless otherwise approved by Staff. The detailed Final Development Plan shall be in accordance with the approved Preliminary Development Plan; shall be prepared for the owner/developer(s) by a professionally competent urban planner, professional engineer, architect or landscape architect; and shall include the following information:

- ☐ A. Survey of the tract to be developed showing existing physical features (general topography, drainage ways and tree cover), streets, easements and utility lines.
- ☐ B. Detailed Site Plan showing lot lines, building outlines, off-street parking spaces with ratio calculation, pedestrian walkways, and vehicular circulation.
- ☐ C. Detailed building plans, exterior elevations (specific materials shall be labeled and color elevations should be provided), and anticipated floor plans. *At the scheduled public hearing, it is highly recommended that the applicant bring an exterior building materials board, or product samples, to illustrate the building materials that are proposed.*
- ☐ D. Detailed Landscaping Plans, including quantity, size and varieties of landscaping, in addition to an overall open space calculation.
- ☐ E. Specific engineering plans, including site grading, street improvements, drainage and utility improvements, and extensions as necessary.
- ☐ F. All necessary legal documentation relating to the incorporation of a Property Owner's Association for the purpose of maintaining the specified common space within the Planned Unit Development.
- ☐ G. Draft copies of any restrictive covenants that are to be recorded.

☐ **3.2 – REDUCED FINAL DEVELOPMENT PLAN**

- ☐ Submit sixteen (16) copies of the Final Development Plan reduced to an 11" x 17" sheet of paper.
- ☐ Submit digital copies of all plans

Date: December 23, 2020  
Description: 11.0020 Acre Tract  
Aspen Trails  
Location: Liberty Township  
Butler County, Ohio



Situated in the State of Ohio, Between the Miamis, Section 4, Town 2, Range 3, Liberty Township, Butler County and being 11.0020 acres of land out of an original 15.019 acre of land in part of the lands of Aspen Trails, LLC as recorded in Official Record 7626, Page 1334 of the Butler County, Ohio Recorder's Office and being further described as follows:

Beginning at the southwest corner of Open Space Lot 129 of Aspen Trails, Section Two, Phase B as recorded in Plat Envelope 3639, Pages A-B of the Butler County, Ohio Recorder's Office and being on the northerly right of way of Aspenwood Drive and being the **True Point of Beginning**;

thence, leaving the southwest corner of said Open Space Lot 129 and with the northerly right of way of said Aspenwood Drive, with a curve to the right, having a central angle of  $16^{\circ} 53' 00''$ , a radius of 970.00 feet, an arc length of 285.83 feet, and a chord bearing and distance of South  $87^{\circ} 24' 12''$  West, 284.79 feet;

thence, continuing with the northerly right of way of said Aspenwood Drive, North  $84^{\circ} 09' 19''$  West, 233.75 feet to the easterly right of way of Princeton Glendale Road (State Route #747);

thence, leaving the northerly right of way of said Aspenwood Drive and with the easterly right of way of said Princeton Glendale Road (State Route #747), North  $28^{\circ} 38' 16''$  West, 27.13 feet;

thence, continuing with the easterly right of way of said Princeton Glendale Road (State Route #747), North  $06^{\circ} 04' 27''$  East, 858.26 feet to the southwest corner of the lands of the Liberty Township, Butler County, Ohio Board of Trustees as recorded in Official Record 8031, Page 1468 of the Butler County, Ohio Recorder's Office;

thence, leaving the easterly right of way of said Princeton Glendale Road (State Route #747) and with the southerly boundary of said lands of the Liberty Township, Butler County, Ohio Board of Trustees for the following three courses:

- 1) South  $89^{\circ} 26' 58''$  East, 105.69 feet;
- 2) North  $78^{\circ} 57' 13''$  East, 148.45 feet;
- 3) South  $84^{\circ} 32' 34''$  East, 274.06 feet to the southeast corner of said lands of the Liberty Township, Butler County, Ohio Board of Trustees and being on the westerly boundary of said Aspen Trails, Section Two, Phase C as recorded in Plat Envelope 3724, Pages A-B of the Butler County Ohio Recorder's Office;

6900 Tylersville Road, Suite A  
Mason, OH 45040  
513-336-6600

110 South College Ave, Suite 101  
Oxford, OH 45056  
513-523-4270

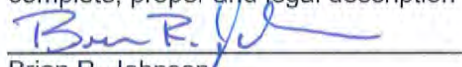
1404 Race Street, Suite 204  
Cincinnati, OH 45202  
513-834-6151

209 Grandview Drive  
Fort Mitchell, KY 41017  
859-261-1113

<http://www.bayerbecker.com>

thence, leaving the southeast corner of said lands of the Liberty Township, Butler County, Ohio Board of Trustees and with the westerly boundary of said Aspen Trails, Section Two, Phase C, South 05° 27' 26" West, 893.57 feet to the **True Point of Beginning**, containing 479,248 square feet or 11.0020 acres of land, more or less.

I hereby certify that the above description of the property proposed for a Final Development Plan, is a complete, proper and legal description thereof.



Brian R. Johnson  
Professional Surveyor #8484  
In the State of Ohio





BK: 7626 PG: 1334

**GENERAL WARRANTY DEED**

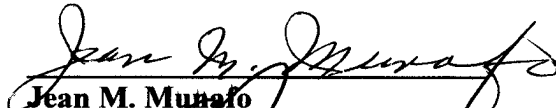
200500066200  
Filed for Record in  
BUTLER COUNTY, OHIO  
DANNY N CRANK  
09-16-2005 At 10:05:06 am.  
DEED 100.00  
OR Book 7626 Page 1334 - 1344


Jean M. Munafo aka Jean Marie Munafo, aka Jean Munafo, unmarried Frank J. Munafo, Trustee of the Samuel Munafo Trust, Samuel J. Munafo, Trustee of the Samuel Munafo Trust, Richard A. Munafo, Trustee of the Samuel Munafo Trust, Dorothea M. Munafo, unmarried, Theresa E. Munafo, unmarried, Michael S. Munafo Sr., Trustee of the Frank J. Munafo Trust dated June 6, 2000 and Daniel S. Braever, aka Daniel S. Braeuer, unmarried and Key Bank NA, Trustee, hereinafter called the Grantors, for and in consideration of one dollar and for other good and valuable consideration, grant with general warranty covenants to Aspen Trails, LLC, an Ohio limited liability company, whose tax mailing address is 8073 Tylersville Road, West Chester, Ohio 45069, the following described real estate:

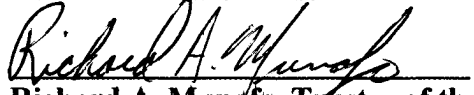
**See Attached Exhibit "A"**

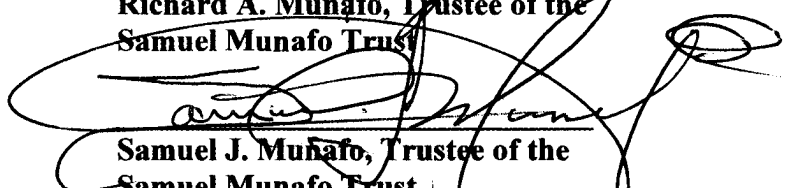
In witness whereof, this deed is executed by Jean M. Munafo aka Jean Marie Munafo, aka Jean Munafo, unmarried, Frank J. Munafo, Trustee of the Samuel Munafo Trust, Samuel J. Munafo, Trustee of the Samuel Munafo Trust, Richard A. Munafo, Trustee of the Samuel Munafo Trust, Dorothea M. Munafo, unmarried, Theresa E. Munafo, unmarried, Michael D. Munafo, Sr., Trustee of the Frank J. Munafo Trust dated June 6, 2000, Daniel S. Braever, aka Daniel S. Braeuer, unmarried and Key Bank NA, Trustee on this ~~10th~~ <sup>9th</sup> day of September, 2005.

9th 1/4th


  
Jean M. Munafo

  
Frank J. Munafo, Trustee of the  
Samuel Munafo Trust

  
Richard A. Munafo, Trustee of the  
Samuel Munafo Trust

  
Samuel J. Munafo, Trustee of the  
Samuel Munafo Trust

  
Dorothea M. Munafo

  
Michael D. Munafo, Sr. Trustee of  
the Frank J. Munafo Trust dated  
June 6, 2000

DATE 9-16-05  
CONVEYANCE # 12982  
LTS 3008 to M/S 1,002,800  
EXEMPT

Kay Rogers, Butler Co. Auditor

This conveyance has been examined and the grantor  
has complied with section 319.202 of the revised code.



BK: 7626 PG: 1335

See  
attached  
page

Daniel S. Braever aka  
Daniel S. Braeuer

Theresa E. Munafo

Key Bank NA, Trustee

By: \_\_\_\_\_

Its: \_\_\_\_\_

State of Ohio

SS:

Butler County

Be it remembered that on this 14 day of September, 2005, before me, the subscriber, a Notary Public, in and for the State of Ohio personally appeared, Jean M. Munafo, the Grantor who acknowledged the execution of the foregoing deed as her voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my seal on the day and year last aforesaid.

Daniel J. Picard  
Notary Public

State of Ohio

SS:

Butler County

Be it remembered that on this 14 day of September, 2005, before me, the subscriber, a Notary Public, in and for the State of Ohio personally appeared, Frank J. Munafo, Trustee of the Samuel Munafo Trust, the Grantor who acknowledged the execution of the foregoing deed as his voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my seal on the day and year last aforesaid.

Daniel J. Picard  
Notary Public



DANIEL J. PICARD, Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date.  
Section 147.03 O. R. C.



DANIEL J. PICARD, Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date.  
Section 147.03 O. R. C.



BK: 7626 PG: 1336

Daniel S. Braeuer

Daniel S. Braeuer aka

Daniel S. Braeuer

Theresa E. Munafo

Theresa E. Munafo

Key Bank NA, Trustee

By: Donna J. McGraw

Its: ASST. VICE PRESIDENT

State of Ohio

SS:

Butler County

Be it remembered that on this \_\_\_ day of September, 2005, before me, the subscriber, a Notary Public, in and for the State of Ohio personally appeared, Jean M. Munafo, the Grantor who acknowledged the execution of the foregoing deed as her voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my seal on the day and year last aforesaid.

\_\_\_\_\_  
Notary Public

State of Ohio

SS:

Butler County

Be it remembered that on this \_\_\_ day of September, 2005, before me, the subscriber, a Notary Public, in and for the State of Ohio personally appeared, Frank J. Munafo, Trustee of the Samuel Munafo Trust, the Grantor who acknowledged the execution of the foregoing deed as his voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my seal on the day and year last aforesaid.

\_\_\_\_\_  
Notary Public

State of Ohio



Butler County

SS:

BK: 7626 PG: 1337

Be it remembered that on this      day of September, 2005, before me, the subscriber, a Notary Public, in and for the State of Ohio personally appeared, Michael D. Munafo Sr., Trustee of the Frank J. Munafo Trust, dated June 6, 2000, the Grantor who acknowledged the execution of the foregoing deed as her voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my seal on the day and year last aforesaid.

\_\_\_\_\_  
Notary Public

State of Ohio

~~Clermont~~  
Butler County

SS:

Be it remembered that on this 9<sup>th</sup> day of September, 2005, before me, the subscriber, a Notary Public, in and for the State of Ohio personally appeared, Daniel S. Braever, aka Daniel S. Braeuer the Grantor who acknowledged the execution of the foregoing deed as his voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my seal on the day and year last aforesaid.



PAIGE PHILLIPS  
Notary Public, Clermont County, Ohio  
My Commission Expires February 10, 2007

Paige Phillips  
Notary Public

State of Ohio

Butler County

SS:

Be it remembered that on this 9 day of September, 2005, before me, the subscriber, a Notary Public, in and for the State of Ohio personally appeared, Theresa E. Munafo, the Grantor who acknowledged the execution of the foregoing deed as her voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my seal on the day and year last aforesaid.



LYNN HALL  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES  
August 25, 2009

Lynn Hall  
Notary Public

State of Ohio



SS:

Butler County

BK: 7626 PG: 1338

Be it remembered that on this 9 day of Sept, 2005, before me, the subscriber, a Notary Public, in and for the State of Ohio personally appeared, Donna J. McElaw-AP of Key Bank NA Trustee the ~~who~~ Grantor who acknowledged the execution of the foregoing deed as its voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my seal on the day and year last aforesaid.

Joan E. Braun  
Notary Public



JOAN E. BRAUN  
NOTARY PUBLIC  
IN AND FOR THE STATE OF OHIO  
MY COMMISSION EXPIRES  
OCTOBER 15, 2007

This instrument was prepared by  
Daniel J. Picard, Attorney at Law

State of Ohio

SS:

Butler County



BK: 7626 PG: 1339

Be it remembered that on this 24 day of September, 2005, before me, the subscriber, a Notary Public, in and for the State of Ohio personally appeared, Michael D. Munafo Sr., Trustee of the Frank J. Munafo Trust, dated June 6, 2000, the Grantor who acknowledged the execution of the foregoing deed as her voluntary act and deed.

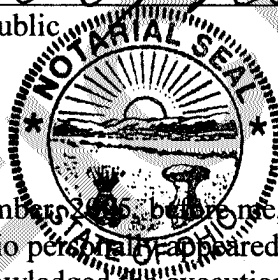
In Testimony Whereof, I have hereunto subscribed my name and affixed my seal on the day and year last aforesaid.

  
Notary Public

State of Ohio

SS:

Butler County



Be it remembered that on this \_\_\_ day of September, 2005, before me, the subscriber, a Notary Public, in and for the State of Ohio personally appeared, Daniel S. Braever, aka Daniel S. Braeuer the Grantor who acknowledged the execution of the foregoing deed as his voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my seal on the day and year last aforesaid.

\_\_\_\_\_  
Notary Public

State of Ohio

SS:

Butler County

Be it remembered that on this \_\_\_ day of September, 2005, before me, the subscriber, a Notary Public, in and for the State of Ohio personally appeared, Theresa E. Munafo, the Grantor who acknowledged the execution of the foregoing deed as her voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my seal on the day and year last aforesaid.

\_\_\_\_\_  
Notary Public

State of Ohio

SS:


Butler County



BK: 7626 PG: 1340

Be it remembered that on this 14 day of September, 2005, before me, the subscriber, a Notary Public, in and for the State of Ohio personally appeared, Richard A. Munafo, Trustee of the Samuel Munafo Trust the Grantor who acknowledged the execution of the foregoing deed as his voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my seal on the day and year last aforesaid.

  
Notary Public

State of Ohio

SS:

Butler County



Be it remembered that on this 14 day of September, 2005, before me, the subscriber, a Notary Public, in and for the State of Ohio personally appeared, Samuel J. Munafo, Trustee, of the Samuel Munafo Trust, the Grantor who acknowledged the execution of the foregoing deed as his voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my seal on the day and year last aforesaid.

  
Notary Public

State of Ohio

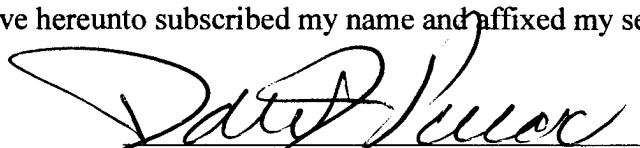
SS:

Butler County



Be it remembered that on this 14 day of September, 2005, before me, the subscriber, a Notary Public, in and for the State of Ohio personally appeared, Dorothea M. Munafo, the Grantor who acknowledged the execution of the foregoing deed as her voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my seal on the day and year last aforesaid.

  
Notary Public



DANIEL J. PICARD, Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date.  
Section 147.03 O. R. C.



engineers • architects • planners  
landscape architects • surveyors



BK: 7626 PG: 1341

6900 Tylersville Road, Suite A  
Mason, OH 45040  
phone: 513.336.6600  
fax: 513.336.9365  
www.bayerbecker.com

August 12, 2005

Description:

10.797 Acres  
Parcel 1

Location:

Liberty Township  
Butler County, Ohio

Situated in Section 4, Town 2, Range 3, Liberty Township, Butler County, Ohio, and being 10.797 acres out of an original 145.993 acres as conveyed to Frank J. Munafo, Trustee et al, as recorded in Official Record 6493, Page 960 of the Butler County Recorder's Office, and being further described as follows:

Begin at an existing 5/8" iron pin at a southeast corner of lot 207 of Aspen Trails Subdivision, Section Three, Phase B, as recorded in Plat Envelope 3741, Pages A-B, and on a northerly line of lot 151 of Aspen Trails Subdivision, Section Three, Phase A, as recorded in Plat Envelope 3725, Pages A-B, said pin being the true point of beginning;

thence from the true point of beginning, departing said Aspen Trails Subdivision, Section Three, Phase A, with said Aspen Trails Subdivision Section Three, Phase B, the following six courses: North 57°43'43" East, 80.50 feet to an existing 5/8" iron pin;  
thence North 31°09'49" East, 80.00 feet to an existing 5/8" iron pin;  
thence North 04°35'55" East, 80.50 feet to an existing 5/8" iron pin;  
thence North 21°58'00" West, 80.00 feet to an existing 5/8" iron pin;  
thence North 48°31'54" West, 80.50 feet to an existing 5/8" iron pin;  
thence North 04°57'07" East, 59.56 feet to an existing 5/8" iron pin on the southerly line of Gakers Grove Inc., as recorded in Official Record 5005, Page 502;  
thence departing said Aspen Trails Subdivision Section Three, Phase B, with said Gakers Grove Inc., South 85°02'53" East, 894.24 feet to an existing 5/8" iron pin, on the northwest corner of Aspen Trails LLC, as recorded in Official Record 7433, Page 544;  
thence departing said Gakers Grove Inc., with said Aspen Trails LLC, the following six courses: South 04°57'25" West, 248.57 feet to an existing 5/8" iron pin;  
thence with a curve to the left, having a radius of 50.00 feet, an arc length of 113.55 feet, (Chord = South 29°53'50" West, 90.67 feet), to an existing 5/8" iron pin;  
thence with a curve to the right, having a radius of 35.00 feet, an arc length of 24.51 feet, (Chord = South 15°06'09" East, 24.01 feet), to an existing 5/8" iron pin;  
thence South 04°57'25" West, 31.68 feet to an existing 5/8" iron pin;  
thence with a curve to the right, having a radius of 20.00 feet, an arc length of 15.89 feet, (Chord = South 27°43'28" West, 15.48 feet), to an existing 5/8" iron pin;

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700 Nilles Road  
Fairfield, OH 45014

14 East Eighth Street  
Covington, KY 41011

6900 Tylersville Road  
Mason, OH 45040

777 Eads Pkwy., Suite C  
Lawrenceburg, IN 47025

Page 2 of 2

**BK: 7626 PG: 1342**

thence South 04°57'25" West, 265.73 feet to an existing 5/8" iron pin on the northerly line of said Aspen Trails Subdivision, Section Three, Phase A;  
thence departing said Aspen Trails LLC, with said Aspen Trails Subdivision, Section Three, the following five courses: North 85°02'35" West, 253.02 feet to an existing 5/8" iron pin;  
thence North 75°41'18" West, 45.05 feet to an existing 5/8" iron pin;  
thence North 64°24'08" West, 176.92 feet to an existing 5/8" iron pin;  
thence North 43°09'46" West, 176.92 feet to an existing 5/8" iron pin;  
thence North 64°36'57" West, 279.03 feet to the true point of beginning, containing 10.797 acres of land, and being subject to all easements and rights of way of record.

The above description was prepared from a survey plat made by Jeffrey O. Lambert, Registered Surveyor #7568 in the State of Ohio, August 12, 2005.

The Plat of which is recorded in Volume 48, Page 149, of the Butler County Engineer's Records.

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UNOFFICIAL

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700 Nilles Road  
Fairfield, OH 45014

14 East Eighth Street  
Covington, KY 41011

6900 Tylersville Road  
Mason, OH 45040  
www.bayerbecker.com

777 Eads Pkwy., Suite C  
Lawrenceburg, IN 47025



BK: 7626 PG: 1343

6900 Tylersville Road, Suite A  
Mason, OH 45040  
phone: 513.336.6600  
fax: 513.336.9365  
www.bayerbecker.com

August 12, 2005

## Description:

15.019 Acres  
Parcel 2

## Location:

Liberty Township  
Butler County, Ohio

Situated in Section 4, Town 2, Range 3, Liberty Township, Butler County, Ohio, and being 15.019 acres out of an original 30.586 acres as conveyed to Frank J. Munafo, Trustee et al, as recorded in Official Record 6493, Page 960 of the Butler County Recorder's Office, and being further described as follows:

Begin at an existing 5/8" iron pin at the northwest corner of lot 178 of Aspen Trails Subdivision, Section Two, Phase C, as recorded in Plat Envelope 3724, Pages A-B, and on the southerly line of Gene Davis, as recorded in Official Record 5527, Page 134, said pin being the true point of beginning;

thence from the true point of beginning, with said Aspen Trails Subdivision, South 05°27'08" West, 1148.25 feet to an existing 5/8" iron pin on the northerly line of Aspen Trails, LLC as recorded in Official Record 7214, Page 1443;

thence departing said Aspen Trails Subdivision, with said Aspen Trails, LLC, 47.579 acres (original), the following four courses: with a curve to the right, having a radius of 970.00 feet, an arc length of 285.82 feet; (Chord=South 87°23'54" West, 284.79 feet) to an existing 5/8" iron pin;

thence North 84°09'37" West, 233.75 feet to an existing 5/8" iron pin;

thence with a curve to the right, having a radius of 20.00 feet, an arc length of 31.42 feet, (Chord=North 39°09'37" West, 28.28 feet) to an existing 5/8" iron pin;

thence North 84°09'37" West, 60.00 feet to an existing mag nail on the centerline of State Route 747;

thence departing said Aspen Trails, LLC, with said centerline, North 05°50'23" East, 902.05 feet to an existing mag nail at the southwest corner of Chelsea Communications, as recorded in Official Record 6511, Page 160;

thence departing said centerline, with said Chelsea Communications, the following two courses, South 84°32'52" East, 165.00 feet to an existing 5/8" iron pin;

thence North 05°50'23" East, 264.01 feet to an existing 5/8" iron pin on the southerly line of Earl Scheidler, as recorded in Official Record 6525, Page 2037;

thence departing said Chelsea Communications, with said Earl Scheidler, South 84°32'52" East, passing a found 1/2" iron pin at 307.15 feet, said pin also being at the southeast corner of said Earl Scheidler and the southwest corner said Gene Davis for a total distance of 422.70 feet to the true point of beginning, containing 15.019 acres of land, 0.518 acres of right of way of Princeton Glendale Road, and being subject to all easements and rights of way of record.

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The above description was prepared from a survey plat made by Jeffrey O. Lambert, Registered Surveyor #7568 in the State of Ohio, August 12, 2005.

The Plat of which is recorded in Volume 48, Page 149, of the Butler County Engineer's Records.

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700 Nilles Road  
Fairfield, OH 45014

14 East Eighth Street  
Covington, KY 41011

6900 Tylersville Road  
Mason, OH 45040

777 Eads Pkwy., Suite C  
Lawrenceburg, IN 47025



BK: 7626 PG: 1344

6900 Tylersville Road, Suite A  
Mason, OH 45040  
phone: 513.336.6600  
fax: 513.336.9365  
www.bayerbecker.com

August 12, 2005

## Description:

12.777 Acres  
Parcel 3

## Location:

Liberty Township  
Butler County, Ohio

Situated in Section 4, Town 2, Range 3, Liberty Township, Butler County, Ohio, and being 12.777 acres out of an original 30.586 acres as conveyed to Frank J. Munafo, Trustee et al, as recorded in Official Record 6493, Page 960 of the Butler County Recorder's Office, and being further described as follows:

Begin at an existing 5/8" iron pin on the southwest corner of lot 43 of Aspen Trails Subdivision, Section One, Phase A, as recorded in Plat Envelope 3491, Pages A-C, and the easterly line of Aspen Trails, LLC, 19.349 acres, as recorded in Official Record 7433, Page 544; thence, departing said Aspen Trails Subdivision, Section One, Phase A, with said Aspen Trails, LLC, 19.349 acres, the following two courses: South 05°13'36" West, 50.00 feet to an existing mag nail on the centerline of Kyles Station Road and the southerly line of said section 4, thence, with said centerline and section line, North 84°46'24" West, 760.88 feet to the true point of beginning;

thence from the true point of beginning thus found, departing said Aspen Trails, LLC, 19.349 acres, continuing with said section line and said centerline, North 84°46'24" West, 553.00 feet to an existing mag nail on the centerline of State Route 747;

thence departing said section line and said centerline of Kyles Stations Road, with said centerline of State Route 747, North 05°50'23" East, 994.27 feet to an existing mag nail on the southerly line of Aspen Trails, LLC, 47.579 acres as recorded in Official record 7214, Page 1443,

thence departing said centerline of State Route 747, with said Aspen Trails LLC, 47.579 acres (original), the following four courses: South 84°09'37" East, 60.00 feet to an existing 5/8" iron pin;

thence with a curve to the right, having a radius of 20.00 feet, an arc length of 31.42 feet; (Chord=North 50°50'23" East, 28.28 feet) to an existing 5/8" iron pin;

thence South 84°09'37" East, 233.75 feet to an existing 5/8" iron pin;

thence with a curve to the left, having a radius of 1030.00 feet, an arc length of 234.23 feet, (Chord=North 89°19'30" East, 233.72 feet) to an existing 5/8" iron pin on the northwest corner of Aspen Trails, LLC, 19.349 acres;

thence departing said Aspen Trails LLC, 47.579 acres (original), with said Aspen Trails LLC, 19.349 acres, South 05°27'08" West, passing a set 5/8" iron pin at 984.90 feet, a total distance of 1034.90 feet to the true point of beginning containing 12.777 acres of land, including 0.934 acres of right of way of Princeton Glendale Road and Kyles Station Road, and being subject to all easements and rights of way of record.

The above description was prepared from a survey plat made by Jeffrey O. Lambert, Registered Surveyor #7568 in the State of Ohio, August 12, 2005.

The Plat of which is recorded in Volume 48, Page 149, of the Butler County Engineer's Records.

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700 Nilles Road  
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14 East Eighth Street  
Covington, KY 41011

6900 Tylersville Road  
Mason, OH 45040

777 Eads Pkwy., Suite C  
Lawrenceburg, IN 47025

## **ACTION OF INCORPORATOR**

The undersigned, being the sole incorporator of \_\_\_\_\_, an Ohio non-profit corporation (the “Corporation”), states that the Articles of Incorporation and the Original Appointment of Statutory Agent of the Corporation were duly filed with the Secretary of State of Ohio on \_\_\_\_\_, 2020.

Furthermore, the undersigned hereby adopts the attached Code of Regulations (Bylaws) for the governance of the Corporation effective \_\_\_\_\_, 2020.

---

C. Alyse Bender Hoffer, Incorporator

## APPOINTMENT OF DIRECTORS

**M/I HOMES OF CINCINNATI, LLC**, an Ohio limited liability company, as Declarant, and acting pursuant to Article 4 of the Code of Regulations of \_\_\_\_\_, an Ohio non-profit corporation (the “Association”), hereby establishes the number of Directors of the Board of the Association as three (3) and appoints the following as Directors:

Greg Williams  
Dan Tartabini  
Casey Kehling

Executed as of \_\_\_\_\_, 2020.

M/I HOMES OF CINCINNATI, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_

## APPOINTMENT OF OFFICERS

The undersigned, being all of the members of the Board of Directors and acting pursuant to Article 8 of the Code of Regulations of \_\_\_\_\_, an Ohio non-profit corporation (the “Association”), hereby appoint the following as Officers of the Association:

Greg Williams	-	President
Casey Kehling	-	Treasurer
Dan Tartabini	-	Secretary

Executed as of \_\_\_\_\_, 2020.

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Greg Williams

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Casey Kehling

---

Dan Tartabini

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

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THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR \_\_\_\_\_ (“Declaration”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by **M/I Homes of Cincinnati, LLC**, an Ohio limited liability company (the “Declarant”), under the following circumstances:

A. Declarant is currently the owner of certain land consisting of approximately \_\_\_\_\_ acres, located in \_\_\_\_\_ County, Ohio (the “County”), more particularly described in Exhibit A attached hereto and made a part hereof (together with such additional land as may be annexed by amendment or supplement to this Declaration from time to time, or that is owned by the Association, and together with all easements and appurtenances thereto, the “Property”), and also as shown on the Plat of \_\_\_\_\_, Phase 1, which is recorded in Plat Book \_\_\_, Page \_\_\_ of the records of the County Recorder (the “Initial Plat”).

B. The Property included on the Initial Plat is a portion of a larger parcel consisting of approximately \_\_\_\_\_ acres, located in the County, more particularly described in attached Exhibit B (such property, together with additional land as may be subjected to this Declaration pursuant to the terms hereof referred to as the “Residential Development”). Declarant intends to develop the remainder of the Residential Development in phases and to amend this Declaration so as to subject additional portions of the Residential Development to this Declaration from time to time.

C. Declarant desires that the Property be held, sold, used and conveyed subject to the covenants, conditions, restrictions, and easements contained in this Declaration.

D. Declarant has formed or, prior to the sale of the first Lot, will form the Association, as defined below, which shall be responsible for the maintenance, management and control of the Common Elements on the Property.

NOW, THEREFORE, in consideration of the premises and for the purpose of establishing and assuring a uniform plan for the development of the Property, and enhancing and protecting the value, desirability and attractiveness of the Property, Declarant hereby declares that the Property shall be held, sold, used and conveyed subject to this Declaration and the covenants, restrictions and liens provided herein, which shall run with the land and be binding upon all the Owners.

## **SECTION 1.** **DEFINITIONS**

The words in this Declaration and the Code of Regulations which begin with capital letters, other than words which would be normally capitalized, unless the context otherwise requires, shall have the meanings set forth in this Section 1.

1.1. Annual Meeting. “Annual Meeting” means the annual meeting of the Members of the Association held within the **[second]** quarter of each calendar year, upon proper notice, at a date, time and at a place from time to time designated by the Board. The first Annual Meeting of the Members shall be held within one year from the date of incorporation on such date as the initial Board shall determine.

1.2. Articles and Articles of Incorporation. “Articles” and “Articles of Incorporation” mean those articles, filed with the Secretary of State of Ohio, incorporating the Association as a nonprofit corporation under the provisions of Chapter 1702 of the Ohio Revised Code, as the same may be amended from time to time.

1.3. Association. “Association” means \_\_\_\_\_ Residential Owners Association, Inc., an Ohio nonprofit corporation, comprised of the Owners of Lots within the Property, which owns, operates, governs and maintains the Common Elements, and any successor organization which owns, operates and maintains the Common Elements.

1.4. Board or Board of Directors. “Board” or “Board of Directors” means the board of directors of the Association established pursuant to its Articles of Incorporation, Code of Regulations, and this Declaration.

1.5. Builder. “Builder” means any party who acquires one or more developed Lots from the Declarant for the purpose of resale to an Owner or of constructing improvements thereon for resale to an Owner.

1.6. [Centralized Mailboxes]. **“Centralized Mailboxes” means the centrally located CBU (cluster box units) mailboxes [located on land within Common Elements and] serving the Property [as shown on the Initial Plat or any subsequent Plat], together with any other centrally located CBU (cluster box units) mailboxes serving the Property which may be constructed in the future as they may exist from time to time.]**

1.7. Code of Regulations. “Code of Regulations” means the code of regulations or bylaws of the Association adopted pursuant to Chapter 1702 of the Ohio Revised Code, attached hereto as Exhibit C, as the same may be amended from time to time.

1.8. Common Elements. “Common Elements” means all real property that is owned or leased by the Association, or property in which the Association has an interest such as an easement for the benefit of all of the Association and/or its Members, namely:

(a) the Open Space[, **together with all landscaping trees, signage, fencing, sidewalks or other Improvements located thereon**];

(b) easements for entry monumentation, landscaping and fencing as shown on the Initial Plat or on any subsequent Plat or recorded easement;

(c) all areas identified as **[storm sewer or]** storm water detention or retention, private drainage easements as shown on the Initial Plat or on any subsequent Plat or other recorded easement to the Association, together with all drainage-related Improvements located thereon;

(d) **[the Residential Development Street Signs; and]**

(e) the cluster box mailbox units to be located on Open Space areas **[or Centralized Mailboxes]**; and

(f) such additional areas and/or Improvements as may be identified as “Common Elements” in future Plats, amendments, and/or supplements to this Declaration.

For clarification, “Common Elements” includes the fencing, entry monumentation and associated entryway landscaping located at the entrance to the Residential Development, (including pursuant to the landscape easements for the benefit of the Association established on the Initial Plat) **[and includes, but is not limited to, trees and other plantings within the landscape islands in the right of way of the parkway of the Residential Development]**. Common Elements shall not include **[Common Private Drives and]** utility easements shown on any Plat; **[however, Common Private Drives shall be maintained by the Association as described in Section 8.7]**.

1.9. Common Expenses. “Common Expenses” means expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves, as more particularly described in Section 4.2 of this Declaration.

1.10. [Common Private Drive. “Common Private Drive” means the paved area of a private drive serving multiple Lots; such drives, if any, and the respective Lots

served by each drive as may be specifically identified on attached Exhibit D, as may be supplemented from time to time.]

1.11. Constituent Documents. “Constituent Documents” mean this Declaration, the Plats, the Code of Regulations, the Articles of Incorporation, any rules and regulations adopted by the Board, any management agreement between the Association and a professional management company for the Common Elements, and any other documents used to create and/or govern the Property.

1.12. County. “County” has the meaning assigned to such term in Recital A.

1.13. Declarant. “Declarant” means M/I Homes of Cincinnati, LLC, an Ohio limited liability company, and its successors and assigns.

1.14. Declaration. “Declaration” means this Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for \_\_\_\_\_, as the same may be amended from time to time.

1.15. Default. “Default” means any violation or breach of, or any failure to comply with, the Restrictions, this Declaration, or any other Constituent Documents.

1.16. Design Review Committee. “Design Review Committee” means the committee appointed by the Board, or, during the Development Period, the Declarant (or its appointed agent), to review, approve or disapprove, and oversee construction of Improvements and all modifications, additions, or alterations to Improvements.

1.17. Detention/Retention Pond. “Detention/Retention Pond” means an area depicted on the Plats whether on the Property or on adjoining property (including any other portion of the Residential Development) to be used to retain or detain storm water created by the Lots within the Property.

1.18. Development Period. “Development Period” means the period commencing on the date on which this Declaration is recorded in the County Recorder’s Office and terminating on the Turnover Date.

1.19. Development Period Special Meeting. “Development Period Special Meeting” has the meaning assigned to such term in Section 3.2.2 of this Declaration.

1.20. Director(s). “Director” or “Directors” means a member of the Board of Directors of the Association.

1.21. [Driveway Maintenance Fund]. “**Driveway Maintenance Fund**” means the fund, if any, established by the Association for the purpose of holding the funds collected

**by the Association pursuant to Section 4.3.3 or otherwise for the maintenance and repair of a particular Common Private Drive.]**

1.22. Dwelling Unit. “Dwelling Unit” means any building or portion of a building situated upon the Property that is designed and intended for use and occupancy as a single-family residence.

1.23. Effective Date. “Effective Date” has the meaning assigned to such term in the introductory paragraph of this Declaration.

1.24. General Assessment. “General Assessment” means the charge established by Section 4.2 of this Declaration.

1.25. Improvement. “Improvement” or “Improvements” means all exterior man-made or man-installed alterations to the Property which cause the Property to deviate from its natural condition, including, but not limited to, buildings; 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, tennis courts, swing sets and recreational structures of all descriptions; slope and drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches; trees, hedges, shrubs and other forms of landscaping; and structures of every type.

1.26. Individual Assessment. “Individual Assessment” means the charge described in Section 4.3 of this Declaration.

1.27. Initial Plat. “Initial Plat” has the meaning assigned to such term in Recital A.

1.28. Lot(s). “Lot” or “Lots” means each of the parcels of land shown as such upon the Plat or Plats of the Property, other than the Open Space.

1.29. Maintenance Standards. “Maintenance Standards” mean those standards adopted by Declarant or the Board pursuant to Section 7 of this Declaration as the same may from time to time be amended.

1.30. Majority Vote. “Majority Vote” means the amount of votes equaling **[fifty-one percent (51%)] [sixty-six and 67/100 percent (66.67%)]** of the total votes outstanding.

1.31. Manager. “Manager” has the meaning assigned to such term in Section 8.4.

1.32. Members. “Members” means all Owners of Lots within the Property.

1.33. Occupant. “Occupant” means any person in possession of a Lot or Dwelling Unit whether or not such possession is lawful and includes without limitation an Owner’s family members, guests, invitees, or Tenants.

1.34. Offsite Easements. “Offsite Easements” means all easements burdening adjacent properties (outside of the Residential Development) and benefiting the Residential Development.

1.35. Open Space shall mean those parcels designated as “open space” on the Plats.

1.36. Owner. “Owner” means, with respect to any Lot, the owner of record from time to time, whether one or more persons or entities, of an interest in fee simple, reversion, remainder or leasehold estate of ninety-nine (99) years or more, but does not include the Association. “Owner” includes a purchaser under a recorded land contract but not a person or entity having an interest in a Lot merely as security for the performance of an obligation.

1.37. Plat. “Plat” or “Plats” means any plat of all or any portion of the Property and/or the Residential Development as recorded in the County records, including the Initial Plat.

1.38. Property. “Property” means that certain land in the County, more particularly described in Exhibit A, which land is subject to this Declaration, and such additional land as may be annexed by amendment or supplement to this Declaration from time to time, or that is owned by the Association, together with all easements and appurtenances thereto.

1.39. Residential Assessments. “Residential Assessments” means General Assessment, Special Assessment, and Individual Assessment, as defined in this Declaration.

1.40. Residential Development. “Residential Development” has the meaning assigned to such term in Recital B.

1.41. **Residential Development Street Signs**. “Residential Development Street Signs” means the decorative street signs and stop signs to be located within the public streets serving the Residential Development. The Association will be responsible for the installation, maintenance, repair, and replacement (as needed) of the Residential Development Street Signs in compliance with the requirements of the applicable governmental authorities.]

1.42. Restrictions. “Restrictions” means all covenants, conditions, restrictions, easements, charges, liens and other obligations provided for in this Declaration, including without limitation the Maintenance Standards, and all notices issued and rules and regulations adopted in accordance with this Declaration or the Code of Regulations.

1.43. Rules. “Rules” means those rules and regulations adopted by the Board pursuant to Section 6.7 of this Declaration, as the same may from time to time be amended.

1.44. Special Assessment. “Special Assessment” means the charge established by Section 4.4 of this Declaration.

1.45. Tenant. “Tenant” means any person occupying any Lot pursuant to a written lease agreement with the Owner thereof or with any other person or entity claiming under the Owner.

1.46. Turnover Date. “Turnover Date” means the earlier to occur of: (a) when Declarant, in its sole discretion, so determines; or (b) when (i) all phases of the Residential Development have been constructed and (ii) the Declarant no longer owns any Lots within the Residential Development.

## **SECTION 2.**

### **PROPERTY SUBJECT TO THIS DECLARATION**

The Property, each portion thereof, and all Lots and Dwelling Units thereon shall be held, transferred, sold, conveyed, leased, mortgaged and occupied subject to the terms, provisions, covenants and conditions of this Declaration. This Declaration shall apply to the entire Property. If Declarant owns or acquires additional lands adjacent to the Property, Declarant may annex such additional lands to, and declare them to be additional phases of, the Residential Development. Upon such annexation, Declarant shall have the right, but not the obligation, to subject such annexed parcels to 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 the Residential Development, as applicable. As to each additional phase of the Residential Development, 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 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 additional phases of the Residential Development may be comparable to, more restrictive or less restrictive than the parallel provisions applicable to other phases of the Residential Development, as determined to be appropriate by Declarant in the exercise of its sole discretion. In the event of any inconsistency between the provisions of this Declaration and the provisions of any phase-specific modifications and/or supplements hereto, the terms of the phase-specific document shall control, but only as to such phase.

### **SECTION 3.** **ASSOCIATION**

3.1. Formation of the Association. Declarant has caused or will cause the Association to be chartered in accordance with Chapter 1702 of the Ohio Revised Code. The purpose of the Association is to provide for the administration, governance, maintenance, management and upkeep of the Property and to promote the general health and welfare of the Owners and Occupants of the Property.

3.2. Board of Directors.

3.2.1. Until the Development Period Special Meeting, the Board shall consist of three Directors appointed by Declarant, who shall serve until their respective successors are appointed and qualified. A Director appointed by Declarant need not be a Member of the Association. A Director elected by the Members on or after the Development Period Special Meeting must be an Owner of a Lot or Dwelling Unit or a spouse of an Owner of a Lot or Dwelling Unit, except that if an Owner is a corporation, partnership, joint venture, or other entity, the Owners may elect as a Director an officer, partner, joint venturer, or like individual affiliated with such entity. A Lot cannot be represented on the Board by more than one elected Director (whether an Owner, a spouse of an Owner or an officer, partner, joint venturer or like individual associated with an Owner).

3.2.2. Not more than sixty (60) days after the Turnover Date, the President of the Association shall call a special membership meeting ("Development Period Special Meeting"). At the Development Period Special Meeting, the Directors appointed by Declarant shall be deemed removed from office, and the Members, including Declarant if it is then an Owner, shall elect a new Board consisting of at least three (3) but not more than five (5) Directors who all shall be Owners or who shall otherwise be qualified pursuant to Section 3.2.1 above to be a Director. The persons so elected shall take office immediately upon election.

3.2.3. Notwithstanding anything above to the contrary, Declarant may, by written notice to the Board at or before any Annual Meeting, relinquish to the Owners Declarant's right to appoint or elect one or more Directors at such Annual Meeting pursuant to this Section.

3.2.4. In connection with the turnover of control of the Board which occurs at the Development Period Special Meeting, Declarant shall not be deemed to have made any representation or warranty as to the condition of, nor shall Declarant be required to perform any maintenance or repairs to, the Property (including the Common Elements). After the Turnover Date and the Development Period Special Meeting, Declarant shall be released from all obligations in connection with the Property (including the Common Elements).

3.3. Membership. The membership of the Association shall at all times consist exclusively of Owners. All Owners shall be Members. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

3.4. Members' Rights and Duties. Each Member shall have the rights, duties and obligations set forth in this Declaration and all amendments duly made hereto.

#### **SECTION 4.** **ASSESSMENTS**

4.1. Purpose of the Residential Assessments. The Residential Assessments are established for the benefit and use of the Association and shall be used in covering the costs of Common Expenses and for such other purposes as hereinafter set forth.

4.2. General Assessment. A General Assessment is hereby established for the benefit of the Association, its successors and assigns, and all Owners, as a charge on each Lot or Dwelling Unit. The General Assessment shall be used in covering the Common Expenses incurred by the Association in operating, insuring, maintaining, **[improving, enhancing]** and repairing the Common Elements **[(including but not limited to costs incurred to maintain and replace the trees and other plantings within the landscape islands in the parkway right of way)]**; real estate taxes and assessments on the Common Elements; the cost of reasonable reserves for contingencies, replacements and working capital; management fees; organizational costs; obligations and costs assessed under the Offsite Easements and all other costs incurred by Declarant or the Board in the exercise of its powers and duties pursuant to this Declaration. The General Assessment shall be estimated based on the budget adopted in accordance with this Section. The obligation to pay the General Assessment shall not in any manner be dependent on or discharged or otherwise affected by the use or non-use of the Common Elements or the actual occupancy of any Lot or Dwelling Unit on the Property. Each Owner, by acceptance of a deed for a Lot, covenants and agrees to pay such General Assessment, subject to Section 4.5. The General Assessment shall be effective as to each Lot or Dwelling Unit on the date this Declaration is recorded in the County records or the date that a budget is established pursuant to this Section, whichever is later. Each third party purchaser shall pay to the Association, at the time of closing on the Lot, the annual General Assessment applicable to such Lot for such calendar year, prorated for the number of days remaining in such calendar year from the date of closing through the end of the year. The General Assessment shall be computed and levied in accordance with the budget adopted by the Board pursuant to the Code of Regulations.

4.3. Individual Assessment. The Association, after approval by a majority of the members of the Board and after written notice to the Owner, shall have the right to place an Individual Assessment on a Lot or Dwelling Unit for costs incurred by the Association in connection with a Default by an Owner or Occupant or for any other reason permitted by this Declaration, including without limitation:

4.3.1. any costs incurred for maintenance or repair caused through the willful or negligent act of an Owner or Occupant or their family, Tenants, guests or invitees, including attorney fees, court costs and other expenses incurred;

4.3.2. any costs associated with the enforcement of this Declaration or any rules and regulations of the Association, including without limitation preparation, recording, and enforcement of liens; and attorneys fees, witness fees and costs, and court costs; and

**4.3.3. [if a Lot is served by a Common Private Drive, any costs incurred or anticipated to be incurred by the Association for maintenance or repair of the Common Private Drive serving such Lot, including a reasonable reserve, in an amount established from time to time by the Association.]**

4.4. Special Assessment. To the extent that the Association's reserve fund is insufficient, (i) during Development Period, the Declarant may (but is not required to) use its own funds to pay for any operating deficit or insufficiency in the capital budget, or (ii) at any time, including during the Development Period, the Association may levy a Special Assessment for the following reasons:

4.4.1. If there is an operating deficit in any calendar year, such deficit may be addressed with a Special Assessment sufficient in an amount so as to allow the Association to satisfy such deficit in part or in whole, provided that any such Special Assessment shall have been approved in accordance with Section 4.4.3 below.

4.4.2. To the extent that the capital budget is insufficient, the Association may levy a Special Assessment in any fiscal year to construct, structurally alter, or replace capital improvements which are a part of the Common Elements.

4.4.3. Special Assessments shall be paid as determined by the Board, and the Board may permit Special Assessments to be paid in installments extending beyond the fiscal year in which the Special Assessment is imposed.

4.5. Exemption of Declarant and Builder Lots; Assessment for Initial Funding of Association.

4.5.1. Notwithstanding any provision of this Declaration, the Articles or the Code of Regulations, the Declarant and any Builder shall not be required to pay an assessment for any Lot owned by it unless a Dwelling Unit has been constructed on the Lot and occupied for residential purposes.

4.5.2. An initial assessment of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) on each Lot for initial funding of the expenses of the Association shall be due and payable to the Association at the earlier of the time of the initial sale of a Lot with a Dwelling Unit constructed on a Lot or the occupancy of a Dwelling Unit on such Lot.

4.6. Lien for Residential Assessments. The Association shall have a lien for any Residential Assessment levied against a Lot or Dwelling Unit, for fines imposed against an Owner or Occupant, and for interest, costs and reasonable attorney fees.

4.6.1. Creation. The lien for Residential Assessments is created by this Declaration and shall be a charge and a continuing lien on each Lot or Dwelling Unit which shall run with the land. All persons or entities acquiring an interest in a Lot or Dwelling Unit after the recording of this Declaration shall take such interest subject to the lien.

4.6.2. Effective Dates and Perfection. The lien for the General Assessment shall be effective on the date this Declaration is recorded in the County records. The lien for other Residential Assessments shall be effective on the first day notice is sent to the Owners of the Lots affected. Recording of this Declaration constitutes notice and perfection of the lien for all Residential Assessments.

4.6.3. Notice of Lien. The Association may record a notice of lien with the Recorder of the County. Such notice shall not be required for the Association to enforce its lien.

4.6.4. Priority of the Lien. The lien for Residential Assessments created by this Declaration shall be prior to all liens and encumbrances recorded subsequent to this Declaration, except the lien for real estate taxes and assessments and the lien of any first mortgage on a Lot filed of record. Mortgagees shall have no obligation to collect Residential Assessments.

4.6.5. Subordination and Mortgagee Protection. Notwithstanding any of the provisions hereof to the contrary, the lien of any Residential Assessment levied pursuant to this Declaration (and any late charges, interest, costs and reasonable attorney fees in accordance with the Code of Regulations) shall be subordinate to, and shall in no way affect the rights of the holder of a first mortgage made in good faith for value received; provided, however, that such subordination shall apply only to Residential Assessments, or installments thereof, which have become due and payable prior to the date of a sheriff's sale of a Lot pursuant to a foreclosure or the date of a deed in lieu of foreclosure. Such sale or transfer shall not relieve the mortgagee or the purchaser of a Lot at such sale from liability for any Residential Assessments thereafter becoming due, nor from the lien of any such subsequent Residential Assessment.

4.6.6. Extinguishment of the Lien. A lien for unpaid Residential Assessments is extinguished unless proceedings to enforce it are instituted within five (5) years after the full amount of the Residential Assessment becomes due. If an Owner of a Lot or Dwelling Unit subject to a lien files a petition for relief under the United States Bankruptcy Code, then the period of time to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay under Section 362 of the Bankruptcy Code is lifted.

4.7. Allocation of General and Special Assessments. The portion of the General Assessment and any Special Assessment chargeable to each Lot shall be a fraction, the numerator of which is one and the denominator of which is the total number of Lots subject to this Declaration, and the Owner of each Lot shall be charged with the payment of such portion of the total General Assessment or Special Assessment. Notwithstanding the foregoing, Declarant shall not have any obligation to pay any Residential Assessment on a Lot to the extent provided in Section 4.5.

4.8. Surplus. If the General Assessment collected in any given year is in excess of the actual Common Expenses for that year, the Board may, at its sole discretion: (a) refund each Owner's share of the surplus; (b) credit each Owner's share of the surplus to each Owner's payment of the General Assessment due for the following year; or (c) apply the surplus to the reserve **[or (d) in the event that Declarant is subsidizing the Association and the subsidy results in a surplus, the Board may authorize the return of the surplus to Declarant].**

4.9. Payment. Unless otherwise established by the Board, the General Assessment shall be paid in annual installments due in advance twenty (20) days after the mailing of the notice of amount due to the Owners by United States mail. The Board shall have the power from time to time to adopt such billing, collection and payment procedures, late charges and other payment time schedules as it deems appropriate. Additionally, any Special Assessment or Individual Assessment imposed by the Board shall become due upon the date designated in the notice, but not less than thirty (30) days after the mailing of the notice of the amount due to the Owner(s) by United States mail.

4.10. Delinquency and Acceleration. Any installment of a Residential Assessment provided for by this Declaration shall become delinquent if not paid on the due date as established by this Declaration or by the Board. With respect to each installment of a Residential Assessment not paid within ten (10) days of its due date, the Board may, at its election, require the Owner to pay a reasonable late charge, costs of collection, reasonable attorney fees and interest at the rate determined in the Code of Regulations (but not in excess of the maximum rate permissible under Ohio law). Interest shall be calculated from the date of delinquency to the date full payment is received by the Association. If any Residential Assessment is payable in installments and any installment is not paid within thirty (30) days of its due date, the Board may, at its election, declare all of the unpaid balance of the Residential Assessment for the then current fiscal year, attributable to that Lot, to be immediately due and payable without further demand. The Association may enforce the collection of the full Residential Assessment and all charges thereon in any manner authorized by law, this Declaration or the Code of Regulations.

4.11. Remedies Cumulative. A suit to recover money judgment for unpaid Residential Assessments and charges may be maintained without foreclosing or waiving the

right to enforce the lien. A foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

4.12. Personal Obligation. The Residential Assessments, including fines, if any, payable by each Owner, together with any penalty, interest, costs and reasonable attorney fees, shall be the personal obligation of the Owner of the Lot or Dwelling Unit. The personal obligation shall not pass to any successors in title unless expressly assumed by them, although the lien on the Lot will continue until paid or until the lien expires.

4.13. Statement. The Association shall upon written request of the Owner, contract purchaser, or first mortgagee, furnish a statement setting forth the amount of unpaid Residential Assessments against the Lot, or stating that the amount of any Residential Assessments due for such Lot have been paid. This statement shall be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board, and every Owner. The Association may charge a reasonable amount for this statement.

4.14. No Exemption for Liability for Residential Assessments. No Owner is exempt from liability for payment of any Residential Assessments by waiving of the use or enjoyment of the Common Elements by abandoning the Lot against which the Residential Assessments are made, or the Dwelling Unit on such Lot.

4.15. Books and Records of the Association.

4.15.1. Inspection by Members. The membership book, account books and minutes of the Association, the Board or any committee shall be made available for inspection and copying by Members or by their duly appointed representatives at any reasonable time and for a purpose reasonably related to a Member's interest as a Member at the office of the Association or at such other place as the Board shall prescribe. A Member desiring to make inspection shall give notice to the Board. The Board will notify the Member of the hours and days of the week and location when and where such inspection may be made. The Member shall pay the cost of reproducing any copies requested by the Member.

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

## **SECTION 5.** **ARCHITECTURAL REVIEW**

5.1. Design Review Committee. The Design Review Committee shall be a committee 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

Committee at will, and may elect, in the exercise of its sole discretion, to act itself as the Design Review Committee (or appoint an agent to act in its place) in lieu of appointing individuals. After the Turnover Date, the Board shall have the right to appoint all three members of the Design Review Committee, or to appoint an agent to act in the Design Review Committee's place. At any time after the Turnover Date that the Association does not exist, the Design Review Committee shall consist of three members elected by the Owners at an annual election at which each Owner shall have one vote (one vote per Lot), with the then current Design Review Committee to handle the administration of the election. The Design Review Committee shall have the exclusive authority, at a private or public meeting by action of two or more of its members (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 design standards which shall govern the construction or installation of Improvements. Each Owner shall comply with, and cause such Owner's Lot and any Occupant thereof to comply with, the standards promulgated by the Design Review Committee. No Improvement shall be placed, constructed or installed on the Property, and no planting or removal of plants, trees or shrubs shall be permitted, until and unless the Owner obtains the written approval thereof of the Design Review Committee. The Design Review Committee may charge a reasonable fee in connection with processing applications submitted pursuant to this Section.

5.2. Modifications. Except as otherwise provided in this Declaration, the Design Review Committee shall have jurisdiction over any construction, installation, modification, addition or alteration of Improvements. No person shall construct or install any Improvement, including, without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, install any recreational device, or install landscaping, without the prior written approval of the Design Review Committee. Owners shall submit plans showing the nature, shape, color, size, materials and location of proposed Improvements and alterations to the Design Review Committee for approval. The Design Review Committee may charge a reasonable 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 such Owner's residence.

5.3. Variances. To avoid unnecessary hardship and/or to overcome practical difficulties in the application of the provisions of this Declaration, the Design Review Committee shall have the authority to grant reasonable variances from the provisions of this Section 5 and the specific restrictions set forth in Section 6.4 of this Declaration, provided that the activity or condition is not prohibited by applicable law; and provided further that, in its judgment, the variance is in the best interest of the community and is within the spirit of the standards of the Design Review Committee. No variance granted pursuant to this Section shall constitute a waiver of any provision of this Declaration as applied to any other person or circumstance or any other part of the Property.

5.4. Improvements by Declarant. Notwithstanding any provisions of this Declaration to the contrary, all Improvements constructed or installed by Declarant shall be

deemed to comply in all respects with the requirements of the Design Review Committee, and approval thereof by the Design Review Committee is not required.

## **SECTION 6.**

### **COVENANTS AND RESTRICTIONS; RULES AND REGULATIONS**

6.1. Use of Lots. Each Lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to a single-family residence. No Improvements may be constructed or installed on any Lot until and unless the plans therefor have been approved by the Design Review Committee (or Declarant (or its agent) if no Design Review Committee has been established).

6.2. Use of Common Elements. All Common Elements may be used only for the purposes for which they are intended. All uses of the Common Elements 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, and the Rules.

6.3. General Maintenance of Lot. Each Owner, at such Owner's cost, shall maintain and keep such Owner's Lot and all Improvements thereon or thereto in good condition and repair, in accordance with the Maintenance Standards, the Rules, and this Declaration. Such maintenance shall include, without limitation, maintaining the lawn on a regular basis at a height no greater than five (5) inches. Without limiting the generality of the above provisions of this Section, if, upon the closing of the purchase of a Lot by an Owner from Declarant the entire exterior unpaved portion of the Lot has not been seeded, sodded or otherwise landscaped, the Owner shall, within the growing season in which such closing occurs or, if such closing does not occur during a growing season, within the next subsequent growing season, seed, sod or otherwise landscape the entire exterior unpaved portion of the Lot in accordance with this Declaration.

6.4. General Covenants, Restrictions, and Limitations. In order to promote the health, safety, and welfare of all Owners and Occupants, and to preserve, beautify, and maintain the Residential Development as one of high quality, and to preserve and promote a good environmental quality, the following covenants, restrictions, and limitations as to use and occupancy are hereby adopted. These covenants, restrictions, and limitations shall burden and benefit all Lots, shall run with the land, and shall be binding on current and successor Owners, for the benefit of all Owners and all Lots.

6.4.1. 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 unreasonably disturb the quiet occupancy of any person residing on any other Lot.

6.4.2. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by Declarant, and any Builder designated by Declarant, while marketing the Property, Lots and residences for sale; (ii) street and identification signs installed by the Association or Declarant; and (iii) one temporary real estate sign not to exceed four square feet in area advertising that such Lot is for sale.

6.4.3. Animals. No animal, reptile, livestock or poultry of any kind shall be kept, raised, bred or permitted to remain on any Lot, except that each Lot shall be permitted dogs, cats or other ordinary domesticated household pets not totaling more than three in any combination, provided that they are not kept, bred or maintained for any commercial purposes. No Owner shall allow its pets to run outside of such Owner's Lot unattended. An Owner may walk a pet outside of such Owner's Lot only if the pet is on a leash and the Owner cleans up after the pet. 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.

6.4.4. Nuisances. No noxious or offensive trade or activity shall be permitted on the Property or within any dwelling 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.

6.4.5. 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 a "home office" use, in connection with which no nonresident employees are working on the Property, and no customers, employees, subcontractors or other third parties park on the Property.

6.4.6. Laundry. No laundry of any type may be hung outside.

6.4.7. Storage. No open storage of any kind is permitted. No storage buildings of any kind are permitted, including, without limitation, sheds or barns.

6.4.8. Hotel/Transient Uses. No Lot may be used for commercial and/or residential hotel or transient uses, including without limitation, uses in which the (i) occupant is provided customary hotel services such as room service for food and beverage, maid service, laundry and linen service, or similar services, or (ii) the occupant uses the Lot for any period of less than thirty (30) days and in exchange for payment.

6.4.9. Vehicles. The Board may create and enforce reasonable rules concerning the parking of vehicles on the Property. Without limiting the generality of the immediately preceding sentence, vehicles may not be parked (i) in any driveway so as to extend over or into any sidewalk or street or (ii) on any street during inclement weather when the streets require snow or ice removal. In addition to its authority to levy Individual

Assessments as penalties for the violation of such rules, the Board may cause the removal of any vehicle violating such rules. No trucks, commercial vehicles, boats, trailers, campers or mobile homes shall be parked or stored on any street of the Residential Development or on any Lot (except in an enclosed garage) for any time period longer than forty-eight (48) hours in any thirty (30) day period without the Board's prior written approval; provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots. The term "trailer" shall include, but not be limited to, 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 use and occupancy thereof, or for storage or the conveyance of machinery, tools or equipment, whether resting on wheels, jacks, tires or other foundation. The term "truck" shall include, but not be limited to, every type of motor vehicle other than passenger cars and other than any non-commercial pick-up truck, up to  $\frac{3}{4}$  ton, (no ladder racks, advertising, etc.) or van which is used as a principal vehicle by an Owner or Occupant of a Dwelling Unit or their family. The term "commercial vehicle" shall include, but not be limited to, any vehicle (including any passenger car) which is decorated with prominently-displayed advertisements.

6.4.10. Trash. Except for the reasonably necessary activities of Declarant during the original 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, out of view of other Lots. Trash cans must be put away on the day that trash is picked up.

6.4.11. 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 the exterior of any Improvement, without the prior written approval of the Design Review Committee. Standard TV antennae and other over-the-air reception devices (including satellite dishes) of one meter (39 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 Committee. 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 Committee 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 over-the-air signals.

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

6.4.13. Tanks. No tanks for the storage of propane gas or fuel oil shall be permitted to be located above or beneath the ground of any Lot, except that propane gas grills are permitted.

6.4.14. Mailboxes. Mailboxes will be located in cluster box units which are part of the Common Elements. **[No mailboxes will be installed on any Lot so long as the Centralized Mailboxes are provided for the Residential Development.]**

6.4.15. Yard Lights and Lamp Posts. All yard lights and lamp posts shall conform to the standards adopted by the Design Review Committee.

6.4.16. Fencing. Attached as Exhibit E are the fencing standards for the Residential Development. The Design Review Committee may modify the standards applicable to fencing and walls. Such 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 conform to the initial fencing standards set forth on Exhibit E attached hereto, as may be modified by the Design Review Committee, and all fencing and walls shall be approved by the Design Review Committee, in writing, prior to the installation thereof.

6.4.17. Swimming Pools. No above ground swimming pool extending 12 inches or more above the finished grade of the Lot shall be permitted on any Lot, except that this prohibition shall not prohibit the installation of a hot tub or sauna.

6.4.18. Basketball Equipment. Basketball backboards and hoops may not be mounted to the front or side of a residence. Any basketball backboard and hoop on a Lot must be perpendicular to the street and shall be subject to the approval of the Design Review Committee. Basketball backboards and hoops which are designed to be temporary and movable may be used on Lots for their intended purposes, provided the same are stored out of view when not in use.

6.4.19. Flagpoles. No free-standing flagpoles will be permitted on any Lot. Bracketed flagpole holders attached to homes will be permitted, subject to approval of the Design Review Committee.

6.4.20. Seasonal Decorations. Seasonal porch ornaments, such as door wreaths, must be appropriate to the season and may not be put up earlier than forty (40) days before the applicable holiday. Christmas lights and other exterior Christmas decorations must be removed by January 10, and other exterior holiday decorations must be removed promptly after the holiday.

6.5. Applicability to Declarant. None of the provisions of this Section 6 shall be construed so as to restrict Declarant in the performance of its normal construction activities during the construction of residences on the Lots. To the extent inconsistent with the

performance of Declarant's construction activities during the construction of residences on the Lots, the provisions of this Section 6 shall not apply to Declarant.

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

6.7. Rules and Regulations. In addition to the foregoing, the Board may adopt and enforce, and from time to time amend, reasonable rules and regulations regarding the administration, interpretation, and enforcement of the Restrictions, the use of the Property, and the conduct of Members (the "Rules"). The Rules shall be consistent with and designed to further the purposes outlined in this Declaration.

## **SECTION 7.** **MAINTENANCE STANDARDS**

7.1. Adoption and Amendment. The Board shall have the right to adopt, and may from time to time amend, Maintenance Standards pertaining to the maintenance, repair and appearance of the Property, all Lots, and the exterior of all Dwelling Units and Improvements thereon. If any provision of any applicable building inspection, or similar maintenance statute, ordinance, resolution, regulation or order of the State of Ohio, any other political subdivision or governmental instrumentality of the State of Ohio, or the Board, is more stringent with regard to a Lot than a comparable provision of the Maintenance Standards, the more stringent provision shall be deemed incorporated in the Maintenance Standards. The Maintenance Standards shall provide, among other things, as follows:

7.1.1. Except as otherwise hereinafter provided, the Association shall be responsible for maintenance, repair and replacement of the Common Elements and all Improvements thereon, and watering, weeding, mowing, trimming, repairing and replacing all grass and lawn areas and landscaping within the Common Elements **[(including but not limited to maintaining in good and healthy condition all trees and other plantings within the landscape islands in the parkway right of way)]**, mulching in all landscaped areas within the Common Elements, and snow removal and ice treatments on paved areas located within the Common Elements as and when determined necessary by the Association. Notwithstanding the foregoing, the Association shall not be responsible for snow removal and ice treatments on sidewalks located within any of the Lots (or that front on any Lot, to the extent that such are actually located within the adjacent public or private rights-of-way within the Residential Development), which shall be the responsibility of each of the Owners as described in Section 7.1.5 below. **[Except for Common Private Drives under Section 8.7, the Association shall not be responsible for the maintenance or repair of any portion of the Lots which are not Common Elements, including but not limited to utility easements shown on any Plat.]**

7.1.2. If any of the Common Elements is damaged or destroyed by the intentional or negligent act or omission or by the intentional or negligent act or omission of any Owner or such Owner's Occupant, Tenant, invitee, licensee, employee, agent, family member, guest, or pet, then the Board may assess an Individual Assessment in accordance with Section 4.3.1 of this Declaration for costs associated with the repair and replacement of all portions of the Common Elements so damaged or destroyed.

7.1.3. The obligation of the Association and of the Owners to repair, maintain and replace the portions of the Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Property.

7.1.4. Notwithstanding the fact that the Association or any Owner may be entitled to the benefit of any guarantee of material or workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of any construction guarantee or insurance coverage shall not excuse any delay by the Association or by any Owner in performing their obligation hereunder.

7.1.5. Except as otherwise provided herein, each Owner shall maintain, repair and replace at such Owner's expense all portions of each Dwelling Unit and Improvement located on such Owner's Lot and all internal and external installations of the Lot including appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities including but not limited to utility lines servicing the Dwelling Unit, which are located within the boundaries of or serving the Lot. Each Owner shall also be responsible for watering, weeding, mowing, trimming, repairing and replacing all grass and lawn areas and landscaping within its Lot, mulching in all landscaped areas within its Lot, and snow removal and ice treatments on sidewalks and driveways located within its Lot (or fronting on its Lot, to the extent that such are actually located within the adjacent public or private rights-of-way within the Residential Development), all in a manner consistent with that generally prevalent throughout the Residential Development. Each Owner is responsible for maintenance and snow and ice removal from the portion of sidewalk located on its Lot, notwithstanding the fact that such sidewalk may be included with the Common Elements.

**7.1.6. [The Owners of Lots served by a particular Common Private Drive shall be responsible for the cost incurred by the Association to maintain or repair such Common Private Drive, such costs to be allocated equally to each Lot served, as provided in Section 4.3.3 and Section 8.7. Each Owner of a Lot benefitted by a utility easement shown on any plat shall be responsible for the maintenance and repair of such utilities as provided on such plat.]**

7.2. Obligation to Keep Premises in Good Repair. Each Owner during such Owner's period of ownership and, each Tenant during such Tenant's tenancy, shall keep each Lot, Dwelling Unit and all Improvements thereon in such maintenance, repair, appearance and condition as shall comply with the provisions of this Declaration including the Maintenance Standards, as well as all applicable laws and ordinances.

7.3. Drainage Easements. Neither an Owner nor anyone claiming under an Owner shall, except in an emergency, alter or impede the location or grade of any open storm water drainage way on any Lot without the prior written consent of the Association and the County, the Board and as long as Declarant is an Owner, Declarant.

7.4. Failure to Comply. Failure to comply with the Maintenance Standards or to correct the defects listed in any inspection report issued by the Association or to pay any fee hereunder shall constitute a Default, in which event the Declarant or the Board shall have the right to enforce this Section by any proceedings authorized in this Declaration, the Code of Regulations, or any laws, ordinances, rules and regulations.

## **SECTION 8.**

### **COMMON ELEMENTS AND EASEMENTS**

8.1. Rights of Enjoyment in Common Elements. Except as herein otherwise provided, each Owner shall have a right and nonexclusive easement for use and enjoyment of the Common Elements, and such right and easement shall be appurtenant to, and shall pass with the title to the Owner's Lot. Each Tenant shall have a nontransferable right to use and enjoy the Common Elements, if any, which right shall terminate when such person ceases to have the status of a Tenant. Such rights and privileges shall be subject, however, to the following:

8.1.1. The right of the Board to borrow money for the purpose of constructing, equipping, improving and maintaining the Common Elements and in aid thereof to mortgage the Common Elements. After the Development Period, the Board may borrow money for such purposes subject to the approval by seventy-five percent (75%) of the votes cast by the Members.

8.1.2. The right of the Board to adopt and enforce and, from time to time, amend reasonable limitations upon, and rules and regulations pertaining to use of, the Common Elements.

8.1.3. The right of the Board to grant easements or rights of way to any utility or public agency or authority or to dedicate any Common Element for public use.

8.1.4. All applicable provisions of valid agreements of the Association relating to the Common Elements.

8.1.5. The right of the Board under this Declaration or the Code of Regulations to convey or lease all or any part of the Common Elements.

8.1.6. All other easements, restrictions and rights to which the Property is subject.

8.1.7. The right of the Board to grant permits, licenses, and easements over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property.

8.2. Subordination to Mortgage or Other Lien. The rights and privileges provided in this Section shall be subordinate to any mortgage or other lien given by the Association for the purposes of acquiring, improving or maintaining the Common Elements.

8.3. Conveyance or Lease of Common Elements. Upon authorization by the Board, the Association may at any time convey or lease all or a part of the Common Elements to any public agency, authority, or utility or to any private entity, upon such terms and conditions as may be agreed upon, including without limitation, terms and conditions providing for the maintenance and repair of the Common Elements and the assessments of Owners for the costs of such maintenance and repair.

8.4. Maintenance and Management of Common Elements. The Board shall provide for the management of all Common Elements and shall keep all Common Elements **[(including but not limited to the trees and other plantings within the landscape islands in the parkway right of way)]** in such maintenance, repair and appearance as shall comply with the Maintenance Standards and all requirements of [\_\_\_\_\_] and the County, unless such maintenance obligation has been assumed by a public agency, authority or utility. The Association may fulfill this responsibility by contracting with any professional management company (including without limitation Declarant or an affiliate or associate of Declarant) (hereinafter "Manager") for the management, maintenance and repair of the Common Elements upon such terms and conditions including terms as to reasonable compensation as shall be agreed upon by the Association and the Manager. Declarant reserves the right, at any time during the Development Period, to execute a management contract with a Manager whereby such Manager will assume on behalf of the Association the management of the Common Elements for an agreed upon management fee. Notwithstanding the foregoing, any such contract with Declarant or an affiliate or associate of Declarant, or the Board shall not exceed one (1) year in duration and shall be terminable by reasonable notice by either Declarant, Manager or the Board.

8.5. Use of Common Elements by Declarant. Declarant and its affiliates and associates shall have the same rights of use and enjoyment of the Common Elements as the Members during the Development Period, and shall have the right to use the Common Elements for promotional, sales and similar purposes until all of the Lots have been sold.

8.6. Easements.

8.6.1. If by reason of the construction, settling, or shifting of any of the Dwelling Units or other Improvements located on Lots or by reason of the partial or total destruction and rebuilding of the Dwelling Units any part of the Common Elements presently encroach or shall hereafter encroach upon any part of a Lot; or any part of a Dwelling Unit presently encroaches on or shall hereafter encroach upon any part of the Common Elements or any other Lot; or if by reason of the design or construction of utility systems any main pipes, ducts or conduits serving more than one Dwelling Unit presently encroach or shall hereafter encroach upon any part of any Dwelling Unit or Lot, valid easements for the use and maintenance of each encroachment are hereby established. These easements shall exist during the term of this Declaration for the benefit of such Lot or Dwelling Unit and the Common Elements, as the case may be. However, in no event shall a valid easement for any encroachment be created in favor of any Owner if such encroachment occurred due to the willful or negligent conduct of said Owner.

8.6.2. Any bona fide utility company, through its authorized officers, employees, and agents, shall have the right to enter upon the Common Elements or upon any utility easements located on any Lots, for the purpose of installing, repairing or servicing any of its equipment, or for reading meters, without Board approval; provided, however, that if any such activities by the utility company require alteration to or displacement of any waterscaping, landscaping, grass, sidewalks, fences, garages, or other Improvements, then the prior approval of the Board shall be required.

8.6.3. After the Development Period, the Board may grant easements for utility purposes for the benefit of the Property, including the right to install, lay, use, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the Common Elements, and each Owner hereby grants the Board an irrevocable power of attorney to execute, acknowledge, deliver and record, for and in the name of such Owner, such instruments as may be necessary to effectuate the foregoing.

8.6.4. Declarant hereby reserves easements and the right to grant easements on, over and across certain Lots for open space, landscaping mounding and monument areas and for the installation, maintenance, use, repair and replacement of underground utilities, public utilities, water detention basins, storm sewer, sanitary sewer and surface water drainage easements, water mains, preservation areas and private drainage easements, and building setbacks, specifically as shown on the Plats now or hereinafter recorded for the Property, and to cut and grade slopes in and along Lot boundaries at streets and drives built within the Property. The foregoing easements shall not be used for recreational purposes but are reserved for such aesthetic or utility purposes as indicated by the nature of the easement. Detention/Retention Ponds may be aesthetically maintained but shall not be used as recreational ponds or lakes.

8.6.5. A non-exclusive easement is hereby reserved or granted, as applicable, in favor of the Declarant or the Association, as applicable, in, on, over and through the Common Elements and Lots for the purposes of maintaining, cleaning, repairing, improving, regulating, operating, policing, replacing and otherwise dealing with the Common Elements and Lots.

8.6.6. A non-exclusive easement is hereby reserved or granted, as applicable, in favor of the Declarant or the Association, as applicable, in, on, over and through any and all easements set forth on the Plats, including without limitation any roadway and utility easements.

8.6.7. Every Lot and the Common Elements shall be burdened with drainage easements for natural drainage of storm water runoff from other portions of the Property; provided, no person shall alter the natural drainage on any Lot so as to materially increase the drainage of storm water onto adjacent portions of the Property without the consent of the Owner(s) of the affected property(ies).

8.6.8. All easements and rights described in this Declaration are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on Declarant, its successors and assigns, the Association, and any Owner, purchaser, mortgagee and other party now or hereafter having an interest in the Property, or any part or portion thereof. After the Development Period, the Association shall be deemed to be the successor of Declarant and, as such, shall be deemed to be the grantee of said easements provided in this Section, and shall hold such easements for the use, benefit and enjoyment of all Owners in the Property. All notes on the Plats that are pertinent to the specific easements set forth herein are incorporated herein by reference.

8.7. **[Common Private Drives.**

8.7.1. **To the extent that there are Common Private Drives in the Residential Development established pursuant to this Declaration, then the Association shall undertake the maintenance and repair of the Common Private Drives such as patching, sealing and repaving in accordance with the Maintenance Standards and including snow and ice removal; however, the cost of such maintenance and repair, which may include a reasonable management fee, for each Common Private Drive shall be the responsibility of the Owners of the Lots served by such Common Private Drive as provided in Sections 4.3.3 and 7.2. Damage to a Common Private Drive, other than ordinary wear and tear, caused by an Owner of a Lot shall be the responsibility of such Lot Owner. Maintenance and repairs of utilities and landscaping located within an easement established for a Common Private Drive are not included in the maintenance or repair to be undertaken by the Association in connection with the Common Private Drive.**

8.7.2. The Association shall establish an annual budget for each Common Private Drive for the cost of anticipated maintenance and repair and which may include a reasonable management fee and reasonable reserves for repaving. The projected cost shown in such budget shall be allocated equally among the Lots served by such Common Private Drive and the Association shall establish an annual Individual Assessment under Section 4.3.3 for such Lots' respective share of the costs. Funds received from such Individual Assessment shall be accounted for as a separate Driveway Maintenance Fund for each Common Private Drive and used only for the maintenance and repair of the particular Common Private Drive. Any excess funds accumulated in a Driveway Maintenance Fund or deficit incurred in any year shall be taken into account in establishing the following year's budget.

8.7.3. If the Owner of a Lot served by a Common Private Drive believes that maintenance or repair (other than routine snow and ice removal) is required, such Owner shall submit a written notice to the Association. The Association shall make a determination whether such maintenance or repair is required and, if funds are or will be available in the Driveway Maintenance Fund for such Common Private Drive, proceed with such work. If maintenance or repair is required but available funds in the Driveway Maintenance Fund are not sufficient, or if funds in the Driveway Maintenance Fund are not adequate for the cost of snow and ice removal, then the Association may either advance the required costs or levy an additional Individual Assessment on the Lots served by such Common Private Drive in order to pay for such costs.

8.7.4. A non-exclusive easement is hereby reserved or granted, as applicable, in favor of the Association over each Common Private Drive and five (5) feet on both sides of the Common Private Drive for the purposes of maintenance, repair and replacement of the Common Private Drive.]

## **SECTION 9.** **ENFORCEMENT**

9.1. Right and Easement of Entry. The Association, through its authorized Directors, officers, employees, and agents, shall have the right and easement to enter upon any Lot at all reasonable times for the purpose of (a) inspecting each Lot and the exterior of the Dwelling Unit and all Improvements thereon to determine whether each complies with the Maintenance Standards, (b) ascertaining whether a Lot or the construction, erection, placement, remodeling, or alteration of any Dwelling Unit or Improvement thereon is in compliance with the provisions of this Declaration, and (c) doing anything thereon necessary to perform the action or actions specified in the notice to the Owner to abate, remedy, extinguish, remove or repair a Default. The Association or such Director, officer, employee or agent shall not be deemed to have committed a trespass or wrongful act solely by reason of each entry or such action or actions as are carried out in accordance with the provisions of this

Section 9.1, provided that no summary abatement or similar procedure may be utilized through non-judicial means to alter or demolish items of construction.

9.2. Curing Defaults; Lien.

9.2.1. In the event of any Default with respect to any Lot under this Declaration, the Board shall give written notice to the Owner thereof, with a copy of such notice to each Tenant in Default and a copy to any first mortgagee of the Lot, if such mortgagee has requested to receive such notices, setting forth with reasonable particularity the nature of such Default, the specific action or actions required to remedy the Default, and such reasonable time within which the Default may be corrected. The Owner shall cure, or cause to be cured, such Default within the time stated in the notice. If the Owner or Tenant fails to cure such Default within such reasonable period as stated in the notice, the Board may, but shall not be required to, exercise any or all of its rights hereunder including without limitation taking such action as necessary to cure such Default on behalf of the Owner. The Board may, without notice, exercise any of its rights hereunder with respect to any Default if it determines that an emergency exists requiring immediate action.

9.2.2. Costs incurred by the Association in exercising any of its rights with respect to any Default shall be an Individual Assessment and a binding personal obligation of the Owner of the subject Lot, which Individual Assessment shall be payable on written demand. If the Owner fails to pay such Individual Assessment within thirty (30) days after written demand, the Association may record a notice of lien in the County records in accordance with Section 4.6 hereof.

9.3. Remedies. Nothing contained in this Section 9 shall be deemed to affect or limit the rights of Declarant, the Association, the Board, any Owner, Occupant, or their legal representatives, heirs, devisees, successors or assigns, by appropriate judicial proceedings, to enforce the restrictions, or recover damages for any Default. It is hereby declared that irreparable harm will result to beneficiaries of this Declaration by reason of a Default, and, therefore, each beneficiary shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration, as well as any other relief available at law or in equity.

9.4. No Waiver. The failure of Declarant, the Association, the Board, any Owner, Tenant, or their legal representatives, heirs, devisees, successors or assigns, in any one or more instances, to insist upon compliance with any of the Restrictions, or to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such or any similar restriction, right or privilege, including the right to cure Default, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.

**SECTION 10.**  
**REAL ESTATE TAXES AND ASSESSMENTS**

10.1. Real Estate Taxes. The Owner of a Lot shall be responsible for and shall pay all real estate taxes and assessments levied or imposed upon the Lot and its improvements at the time such taxes and assessments become due.

10.2. Allocation. Prior to the time the Auditor of the County establishes separate tax parcels for each Lot, Declarant shall allocate the real estate taxes and assessments upon the Property among and against the Lots in a fair and equitable manner so as to allocate the real estate taxes and assessments charged in common to the various Lots. The allocation by Declarant made in accordance with the terms hereof shall be binding upon all Owners.

10.3. Common Elements. Real estate taxes and assessments charged against the Common Elements shall be a Common Expense.

**SECTION 11.**  
**INSURANCE AND CASUALTY LOSSES**

11.1. Insurance Policies.

11.1.1. The Board or its duly authorized agent shall obtain insurance for any insurable improvements on the Common Elements against loss or damage by fire, other hazards, including all risk coverage, vandalism and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. The Board may also obtain a public liability policy in amounts reasonably determined by the Board covering the Association and its Members for all damage or injury occurring within the Common Elements **[or the Common Private Drives]** caused by the negligence of the Association or any of its Members or agents. The Association shall obtain directors' and officers' liability insurance. The Association may also obtain any other insurance the Board deems necessary or appropriate. Premiums for all of the foregoing insurance shall be Common Expenses of the Association. The property policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance equals the full replacement cost.

11.1.2. All such insurance coverage obtained by the Board shall be written in the name of the Association, as trustee, for the respective benefited parties, as further identified below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies on the Common Elements shall be for the benefit of the Owners and their respective mortgagees as their interests may appear;

(b) Exclusive authority to adjust losses under policies in force on the Property obtained by the Association shall be vested in the Board; provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto;

(c) In no event shall the insurance coverage obtained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, Occupants, or their mortgagees, and the insurance carried by the Association shall be primary; and

(d) The Board shall make reasonable efforts to secure insurance policies that provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Board, its members, the Owners and their respective Tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct instead of paying cash;

(iii) that no policy may be canceled, invalidated, or suspended on account of the acts of any one or more individual Owners;

(iv) that no policy may be canceled, invalidated, or suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its Manager, the Board, a Director, any Owner or mortgagee; and

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration.

11.2. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

11.2.1. If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s), as their interest may appear, if any Lot is involved, shall be retained by and for the benefit of the Association. This is a covenant for the benefit of any mortgagee of a Lot and may be enforced by such mortgagee.

11.2.2. If it is determined, as provided below, that the damage or destruction of the Common Elements for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 11.4 below.

11.3. Damage or Destruction.

11.3.1. Immediately after the damage or destruction by fire or other casualty to all or any part of the Common Elements covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Common Elements to substantially the same condition in which it existed prior to the fire or other casualty.

11.3.2. Subject to Section 11.3.4, any damage or destruction to the Common Elements shall be repaired or reconstructed unless the Declarant, if during the Development Period, or, if after the Turnover Date, at least seventy-five percent (75%) of the total vote of the Association, decides within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, that such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the Common Elements damage or destruction shall be repaired or reconstructed.

11.3.3. In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Elements shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event that property shall be restored to its natural state and maintained as an undeveloped portion of the Common Elements by the Association in a neat and attractive condition.

11.3.4. Notwithstanding anything to the contrary contained in this Section 11.3, if repair or reconstruction of any portion of the Common Elements is required by the County, the provisions of Sections 11.3.2 and 11.3.3 shall not apply, and the Board shall undertake the necessary repair or reconstruction.

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

funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

## **SECTION 12.** **CONDEMNATION**

12.1. If all or any part of the Common Elements shall be taken (or conveyed in lieu of or under threat of condemnation by the Board, acting on behalf of the Association or on the written direction of all Owners of Lots subject to the taking, if any) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association, as trustee for all Owners, to be disbursed in accordance with Section 12.2.

12.2. If the taking involves a portion of the Common Elements on which improvements have been constructed, unless the Declarant, if during the Development Period, or, if after the Turnover Date, at least seventy-five percent (75%) of the total vote of the Association, decide otherwise within sixty (60) days after the taking, the Association (or, during the Development Period, the Declarant) shall restore or replace such improvements so taken on the remaining land included in the Common Elements, to the extent lands are available therefor, in accordance with plans approved by the Board and during the Development Period, Declarant. If such improvements are to be repaired or restored, the above damage or destruction which is to be repaired shall apply. If the taking does not require restoration or replacement, or if there are net funds remaining after such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

## **SECTION 13.** **DURATION, AMENDMENT AND TERMINATION**

13.1. Duration. The Restrictions shall be covenants running with the land and shall bind the Property and every part thereof, and shall (regardless of whether any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by, the Board and each Owner and Tenant and their legal representatives, heirs, devisees, successors and assigns, and shall continue in full force and effect for thirty (30) years from the date on which this Declaration is recorded in the Recorder's Office of the County. Thereafter, the Restrictions shall be automatically renewed for successive ten (10) year periods unless amended or terminated as provided in this Section 13.

13.2. Amendment or Termination.

13.2.1. Prior to the end of the Development Period, any provision of this Declaration may be amended in whole or in part by a recorded instrument executed by Declarant. After the end of the Development Period, any provision of this Declaration may be

amended in whole or in part by a recorded instrument approved by the Owners of at least seventy-five (75%) of all Lots located in the Property. For so long as Declarant owns at least one (1) Lot, no amendment may be made to this Declaration without the express written consent of Declarant.

13.2.2. The Declaration may be terminated by approval of one hundred percent (100%) of the Owners of all of the Lots. Promptly after the approval of termination of this Declaration, the President of the Board shall cause to be recorded the written instrument of termination executed in properly recordable form by the President of the Association, together with a certificate of the President of the Association that the Owners of at least one hundred percent (100%) of all Lots have approved such instrument.

13.2.3. The Board shall maintain such copies filed with it by the President as a permanent record and shall make copies thereof available to any Owner at a reasonable cost.

13.2.4. All Owners and their mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering such Lot, shall be deemed to have consented to and approved the provisions of this Section 13 of this Declaration by Declarant and irrevocably designate the Declarant as their proxy and attorney-in-fact to make any amendments without coming back to the Owners or mortgagees for their consent at the time of such amendment during the Development Period. All Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time any instruments and perform any acts as may be deemed by Declarant to be necessary or proper to effectuate the provisions of this Section.

#### **SECTION 14.** **MISCELLANEOUS**

14.1. No Reverter. No covenant, condition, restriction, reservation or easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.

14.2. Assignment. The Declarant reserves the right to assign any or all of its rights and obligations under this Declaration to another person or entity, which assignment shall be recorded by written instrument in the Recorder's Office of the County.

14.3. Notices. Any notice required or permitted to be given to an Owner or Tenant by the Board pursuant to the provisions of this Declaration shall be deemed given when mailed by United States mail, postage prepaid, addressed to his or her last address as it appears on the records of the Association.

14.4. Non-liability of Declarant. Declarant, its representatives, successors or assigns, shall not be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration, or the Code of Regulations, whether or not such claims shall be asserted by an

Owner, Occupant, the Association, or by any person or entity claiming through any of them; nor shall they be liable on account of injury to person or damage to or loss of property wherever located however caused.

14.5. Construction. The Board shall have the right to construe the provisions of this Declaration, and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such construction shall be final and binding as to all persons and entities benefited or bound by the provisions of this Declaration.

14.6. Invalidity. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision hereof.

14.7. Headings. The headings of the Sections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.

14.8. Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular the plural, and vice versa.

14.9. Conflict with Other Restrictions. In the event of a conflict between the Restrictions or any one or more of them and other private restrictions which may be recorded before or after this Declaration, the more recent restriction, covenant, condition, easement or other obligation shall control.

14.10. Covenants Running with Land. This Declaration and all amendments hereto shall be, and shall be construed as, covenants running with the land, shall be binding upon Declarant, any mortgagee, the Association, its Members, each Owner, each Occupant or Tenant and anyone claiming under each Owner or Occupant, and shall (regardless of whether or not any such beneficiary owns an interest in any Lot) inure to the benefit of and be enforceable by: (a) Declarant; (b) the Association; (c) the Board and (d) each Owner and anyone claiming under each Owner.

14.11. Exhibits. Attached hereto and incorporated herein by this reference are the following exhibits to this Declaration:

- Exhibit A: Legal Description of Property in Initial Plat
- Exhibit B: Legal Description of entire Residential Development
- Exhibit C: Code of Regulations
- Exhibit D: **[Common Private Drives]**
- Exhibit E: Fence Design Standards

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, Declarant has caused this Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for \_\_\_\_\_ to be executed by its duly authorized officer effective as of the Effective Date.

**M/I Homes of Cincinnati, LLC,**  
an Ohio limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF OHIO                    )  
  : SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of M/I Homes of Cincinnati, LLC, an Ohio limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public

This instrument prepared by:

\_\_\_\_\_  
FROST BROWN TODD LLC  
3300 Great American Tower  
301 East Fourth Street  
Cincinnati, Ohio 45202

**EXHIBIT A**

Legal Description of Property in Initial Plat

**Exhibit B**

Legal Description of entire Residential Development

**EXHIBIT C**  
**CODE OF REGULATIONS (BYLAWS)**  
**OF**

\_\_\_\_\_ **RESIDENTIAL OWNERS' ASSOCIATION, INC.**

**ARTICLE 1**  
**NAME AND LOCATION**

The name of the corporation is \_\_\_\_\_ **RESIDENTIAL OWNERS' ASSOCIATION, INC.** The principal office of the Association shall be located at [c/o **Stonegate Property Management, Inc., 2320 Grandview Drive, Suite 101, Ft. Mitchell, KY 41017**] (or such other place as may be designated by the Board), but meetings of Members and Directors may be held at such places within the State of Ohio as may be designated by the Board.

**ARTICLE 2**  
**DEFINITIONS**

A. **"Association"**—\_\_\_\_\_ Residential Owners' Association, Inc., an Ohio non-profit corporation, its successors and assigns.

B. **"Board"** -- the body of Directors appointed by Declarant prior to the Development Period Special Meeting or elected by the Members of the Association at such meeting and thereafter to manage the property and affairs of the Association.

C. **"Declaration"** -- that certain Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for \_\_\_\_\_, applicable to the Property and recorded or to be recorded in the \_\_\_\_\_ County, \_\_\_\_\_ Recorder's Office, as the same may be amended from time to time.

D. **"Members"** -- persons or entities entitled to membership in the Association, as provided for in the Declaration, including all Owners of Lots.

E. **"Ohio Nonprofit Corporation Law"** means Chapter 1702 of the Ohio Revised Code, as the same may be amended from time to time.

F. **"Ohio Planned Community Law"** means Chapter 5312 of the Ohio Revised Code, as the same may be amended from time to time.

F. Any other capitalized terms used herein, but not defined herein, have the meaning assigned to such terms in the Declaration.

### **ARTICLE 3 MEETINGS OF MEMBERS; VOTING**

A. Annual Meetings. The first Annual Meeting of the Members shall be held within one year from the date of incorporation of the Association on such date as the initial Board shall determine. Each subsequent regular Annual Meeting of the Members shall be held within the [second] quarter of each calendar year, upon proper notice, at a date, time, and place from time to time designated by the Board and in accordance with the Declaration and this Code of Regulations.

B. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of the Members who are entitled to vote fifty percent (50%) of all of the votes of the Members.

C. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by personally delivering or mailing a copy of such notice, postage prepaid, at least ten (10) days, but no more than sixty (60) days, before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

D. Quorum. The number of Members present or represented by valid written proxy at any meeting of the Members shall constitute a quorum for such meeting; provided, however, no action required by law, the Articles of the Association, the Declaration or this Code of Regulations to be authorized or taken by a specified proportion or number of Members may be authorized or taken by a lesser proportion or number.

E. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by a Member of the Member's Lot.

F. Voting. Each Member shall be entitled to one vote for each Lot owned by such Member. If a Lot is owned by more than one person or entity, such vote will be cast in the manner as all of the Owners of such Lot may agree amongst themselves and, if they cannot agree, such vote shall be suspended until such time as they agree.

G. Suspension of Voting Privileges. No Member shall be eligible to vote or to be elected to the Board who is shown on the Association's books to be delinquent in the payment of any Residential Assessment due to the Association, as set forth in the Declaration.

H. Order of Business. The order of business at all meetings of Members will be as follows:

1. Calling of meeting to order;
2. Roll-call; determination of a quorum;
3. Proof of notice of meeting or waiver of notice;
4. Reading of minutes of preceding meeting;
5. Reports of officers;
6. Reports of committees;
7. Election of Directors (when appropriate);
8. Unfinished or old business;
9. New business; and
10. Adjournment.

I. Meetings by Means of Communications Equipment. One or more Members may participate in a meeting of the Members by means of authorized communications equipment within the meaning of Section 1702.01(Q) of the Ohio Revised Code, as amended. Participation of a Member at a meeting by authorized communications equipment in accordance with this Article 3 shall constitute presence in person at such meetings.

#### **ARTICLE 4**

##### **BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE**

A. Number. The affairs of this Association shall be managed by a Board of no less than three nor more than five Directors. Qualifications for Directors are set forth in Section 3.2.1 of the Declaration.

B. Term of Office. Directors appointed by Declarant shall serve until their respective successors are appointed and qualified. At the Development Period Special Meeting and at each Annual Meeting thereafter, the Members shall elect the Directors. The terms of the Directors elected at the Development Period Special Meeting shall be staggered, with at least one of the Directors serving a one-year term, at least one of the Directors serving a two-year term, and at least one of the Directors serving a three-year term. At each Annual Meeting thereafter, the Members shall elect new Directors whose term shall be three years, to replace the Directors whose terms are expiring.

C. Removal. Any Director elected by the Members may be removed from the Board, with or without cause, by a Majority Vote of the Members. In the event of death, resignation or removal of a Director, a successor shall be selected by the remaining Directors and shall serve for the unexpired term of the newly selected Director's predecessor.

D. Compensation. No Director shall receive compensation for any services rendered to the Association; provided, however, that Directors may be reimbursed for actual expenses incurred in the performance of their duties.

E. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## **ARTICLE 5 NOMINATION AND ELECTION OF DIRECTORS**

A. Nomination. At the end of the Development Period as provided in the Declaration, nomination for election to the Board shall be made from the Members at the Development Period Special Meeting and at each subsequent Annual Meeting.

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

## **ARTICLE 6 MEETINGS OF DIRECTORS**

A. Regular Meetings. Regular meetings of the Board shall be held at such place and time as may be fixed from time to time by resolution of the Board, but not less than annually.

B. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association, by any two Directors, or by fifty percent (50%) of the Members after not less than three (3) days' notice to each Director.

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

D. Meetings by Means of Communications Equipment. One or more Directors may participate in a meeting of the Directors by means of authorized communications equipment within the meaning of Section 1702.01(Q) of the Ohio Revised Code, as amended. Participation of a Director at a meeting by authorized communications equipment in accordance with this Article 6 shall constitute presence in person at such meetings.

**ARTICLE 7**  
**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

A. Powers. The Board shall have all powers which can be exercised by a Board under Ohio Nonprofit Corporation Law and the Ohio Planned Community Law, including but not limited to the following:

1. To adopt, publish, enforce, and from time to time amend, reasonable rules and regulations regarding the administration, interpretation, and enforcement of the Restrictions, including without limitation establishing penalties or fines for the infraction thereof.

2. To adopt and enforce rules that regulate maintenance, repair, replacement, modification and appearance of the Common Elements.

3. To suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any Residential Assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for infraction of published rules and regulations.

4. To exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the Members by other provisions of this Code of Regulations, the Articles of Incorporation, or the Declaration.

5. To declare the office of a Director to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board.

6. To enter into contracts and incur liabilities in relation to the operation of the Property, and to grant permits, licenses, and easements over the Common Elements for purposes deemed to be reasonably necessary, useful or desirable.

7. To employ or hire a Manager, independent contractors, attorneys, accountants, independent professionals and employees or such other employees as the Board deems necessary or desirable in the management of the Property and the Association, and to whom the Board shall prescribe their respective duties.

8. To commence, defend, intervene in, settle or compromise any civil, criminal, or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, or the Property, or that involves two or more Owners and relates to matters affecting the Property.

9. To acquire, encumber, and convey or otherwise transfer real and personal property.

10. To levy and collect fees or other charges for the use, rental, or operation of the Common Elements or for services provided to Owners as such services are deemed necessary or appropriate in the Board's sole discretion.

B. Duties. The Board shall have the following duties:

1. To keep or cause to be kept a complete record of all its acts and corporate affairs including records of receipts and expenditures relating to the Common Elements and records of collection of Residential Assessments for Common Expenses, and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any special meeting when such statement is requested in writing by at least fifty (50%) of the Members who are entitled to vote for such special meeting.

2. To supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed.

3. To keep minutes of meetings of the Association and of the Board.

4. To keep records of the names and addresses of all Owners in the Residential Development.

5. With respect to Residential Assessments:

a. To determine the budget for Common Expenses and to fix the amount of the General Assessment against each Lot at least thirty (30) days in advance of each General Assessment period.

b. To send written notice of each Residential Assessment to every Owner subject thereto at least thirty (30) days in advance of each General Assessment period.

c. To foreclose the lien against any Lot for which Residential Assessments are not paid within thirty (30) days after the date due, or to bring an action at law against the Owner personally obligated to pay the same as deemed necessary by the Board, in its sole discretion.

6. To issue, or cause an appropriate officer to issue, upon demand by any person, a statement setting forth whether any Residential Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these statements. If a statement indicates that a Residential Assessment has been paid, then such statement shall be conclusive evidence of such payment.

7. To procure and maintain the insurance described in the Declaration or permitted under the Ohio Planned Community Law.

8. To maintain, or cause the maintenance of, the Common Elements as provided in the Declaration.

## **ARTICLE 8 OFFICERS AND THEIR DUTIES**

A. Enumeration of Officers. The officers of the Association shall be a President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time create by resolution. The office of Vice President is optional.

B. Election of Officers. The election of officers shall take place at the first meeting of the Board following each Annual Meeting of the Members.

C. Term. The Officers of this Association shall be elected annually by the Board, and each shall hold office for one year or until their respective successors are duly elected and qualified, unless an officer shall sooner resign, be removed, or otherwise become disqualified.

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

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

F. Vacancies. A vacancy in any office may be filled by appointment by the Board. The Director or officer appointed to such vacancy shall serve for the remainder of the term of the Director or officer being replaced.

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

H. Duties. The duties of the Directors are as follows:

1. **President** -- The President shall preside at all meetings of the Board; shall see that orders and resolution of the Board are carried out; shall sign all contracts, notes, leases, mortgages, deeds and other written instruments.

2. **Vice President** -- If a Vice President is elected by the Board, the Vice President shall act in the place and stead of the President in the event of the President's absence,

inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

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

4. **Treasurer** -- The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; sign all checks and promissory notes of the Association; keep proper books of account and shall prepare an annual budget and a statement of income and expenditures to be presented to be Members at their regular Annual Meeting, and deliver a copy of each to the Members.

## **ARTICLE 9 COMMITTEES**

The Board shall appoint committees from time to time as it deems appropriate to carry out its purposes.

## **ARTICLE 10 BOOKS AND RECORDS**

The books, records, and papers of the Association shall be subject to inspection and copying by any Member or Director, or their designee, as provided in the Declaration.

## **ARTICLE 11 ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association all Residential Assessments. Residential Assessments are secured by a continuing lien upon the Lot against which the Residential Assessment is made. Any Residential Assessments which are not paid when due shall be delinquent. If the Residential Assessment is not paid within thirty (30) days after the due date, the Residential Assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum or such other rate as determined by the Board, not to exceed the highest rate permitted by law, and shall also be subject to a \$25 late charge (subject to increase by the Board from time to time). The Board may also charge a reasonable charge for any check returned to the Association as unpaid for insufficient funds or stop payment. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot, in

which case, interest, costs, and reasonable attorneys' fees shall be added to the amount of such unpaid Residential Assessment. No Owner may waive or otherwise escape liability for any Residential Assessments by nonuse of the Common Elements or abandonment of the Owner's Lot.

## **ARTICLE 12 AMENDMENTS**

A. This Code of Regulations may be amended at a regular or special meeting of the Members, by a Majority Vote of Members. Any amendment to this Code of Regulations shall be recorded in the \_\_\_\_\_ County, \_\_\_\_\_ Recorder's Office, together with a certification of the Secretary of the Association that amendment was duly adopted by a Majority Vote of the Members at a meeting of the Members.

B. For as long as Declarant owns at least one (1) Lot, no amendment may be made to this Code of Regulations without the express written consent of Declarant.

## **ARTICLE 13 MISCELLANEOUS**

A. The fiscal year of the Association shall begin on the January 1 and end on December 31 each year, except that the first fiscal year shall begin on the date of incorporation of the Association.

B. In the case of any conflict between the Articles of Incorporation and this Code of Regulations, the Articles shall control. In the case of any conflict between the Declaration and the Code of Regulations, the Declaration shall control.

C. To the fullest extent permitted by Ohio Nonprofit Corporation Law, the Association shall indemnify its Directors and officers. The Association may, to such extent and in such manner as is determined by the Board, but in no event to an extent greater than is permitted by Ohio Nonprofit Corporation Law, indemnify any employees or agents of the Association permitted to be indemnified by the provisions of the Ohio Nonprofit Corporation Law.

D. Notwithstanding any other provision of the Articles, these Code of Regulations or the Declaration, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by at least seventy-five percent (75%) of the Owners. This section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of the Declaration (including, without limitation, the enforcement of the restrictive covenants or the foreclosure of liens), (b) the imposition and collection of assessments as provided in Section 4 of the Declaration, (c) proceedings involving challenges to ad valorem

taxation, or (d) counterclaims 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 in Section 13.2.1 of the Declaration.

E. The caption of each Article and Section of this Code of Regulations is included only as a matter of reference and does not define, limit, or describe the scope or intent of the provisions of this Code of Regulations.

F. If any article, section, paragraph, sentence, clause or word in this Code of Regulations is held by a court of competent jurisdiction to be in conflict with any law of the State of Ohio, then the requirements of such law will prevail, and the conflicting provision or language will be deemed void in such circumstance; provided that the remaining provisions or language of this Code of Regulations will continue in full force and effect.

**EXHIBIT D**

**[Common Private Drives]**

**[None on Initial Plat]**

## **REVISED EXHIBIT E**

### **Updated Fence Design Standards**

1. All fence design plans must be submitted (via an architectural change application) and approved by the Design Review Committee prior to starting construction. Applications may be obtained by contacting the management office of the Association (859-534-0900).
2. All fences (except for privacy fences as permitted in item 6 below) shall be black in color and constructed of ornamental aluminum with pickets, in compliance with the specifications described in Exhibit E-1 attached to these Fencing Standards.
3. Notwithstanding anything on Exhibit E-1 to the contrary, the maximum fence line height for all fences (except for privacy fences as permitted in item 6 below) is four (4) feet.
4. Fencing may be installed no closer to the street than the rear foundation corners of the house. On corner lots no fencing shall be installed closer to any street than the building line/building setback shown on the recorded plat.
5. Chain-link, three rail split rail, picket, or Kentucky flat board fences are **NOT** permitted.
6. Privacy fencing, with a maximum height of six (6) feet, may be permitted to be installed adjacent to the house, to enclose a deck/patio area (not to exceed 320 square feet). Privacy fencing must be white in color and must either (i) comply with the specifications described in Exhibit E-2 attached to these Fencing Standards or (ii) be a lattice-type fencing as shown on Exhibit E-3 attached to these Fencing Standards.
7. The finished side of all fencing shall face out.
8. Wire mesh on the inside of fencing is **NOT** permitted.
9. These Fencing Standards shall apply to the entire Property.
10. These Fencing Standards shall not apply to fencing installed by the Declarant or the Association.

Declarant, acting as the Design Review Committee, reserves the right to modify these Fencing Standards in the future.

Capitalized terms not otherwise defined herein will have the meaning of even such terms in the Declaration.

## **EXHIBIT E-1**

### Standard Fencing Specifications

## **Exhibit E-2**

### **Privacy Fencing Specifications**

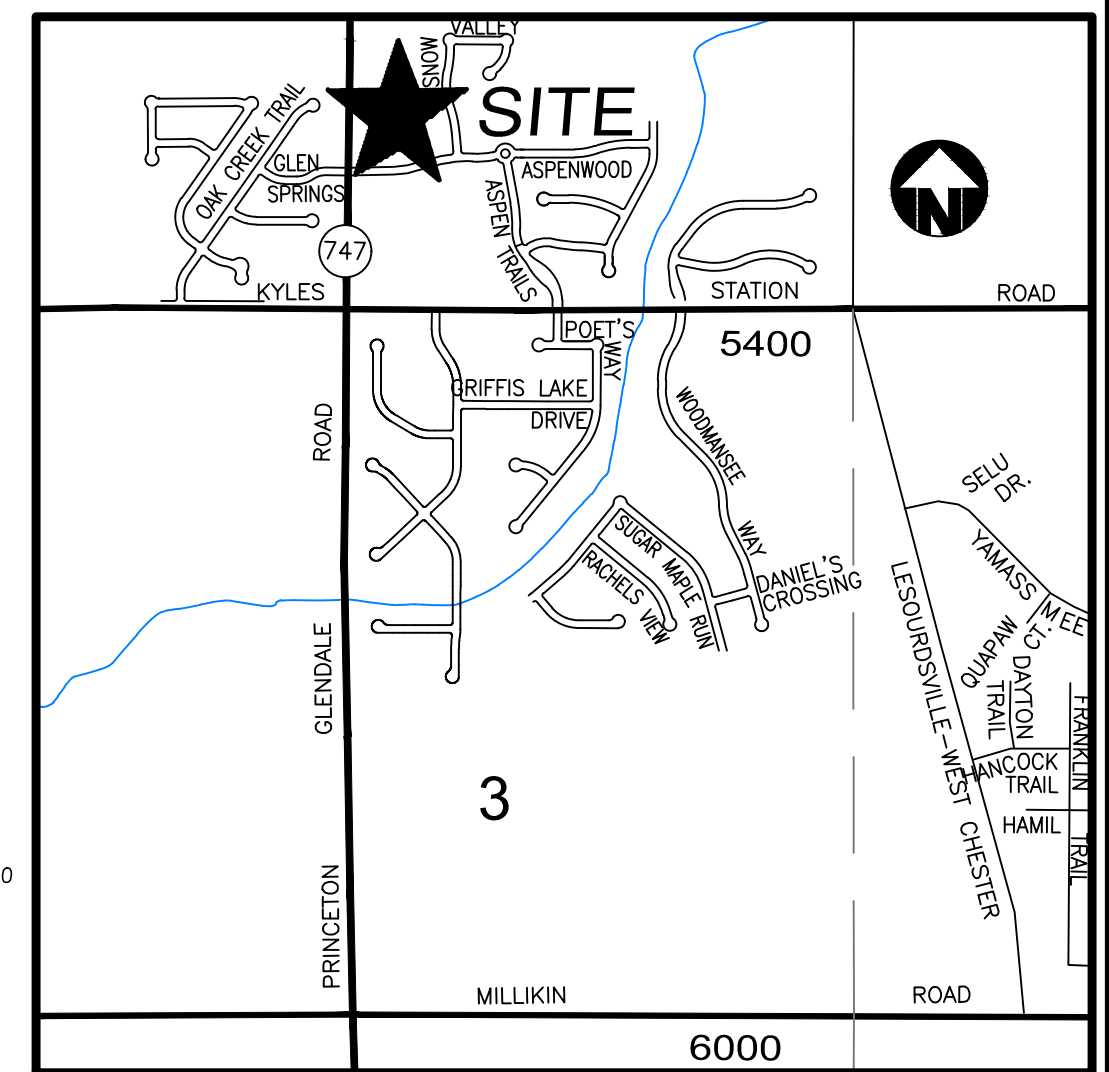
# ASPEN TRAILS OVERALL PROJECT DATA

Project Phase	Zoning	Use	Intensity of Land Use	Acreage	Open Space Acreage	Percent
Existing 1A	R-PUD	Single Family	42 Units	22.040	4.873	22.11
Existing 1B	R-PUD	Single Family	27 Units	23.090	6.798	29.44
Existing 2A	R-PUD	Single Family	31 Units	8.800	0.000	0.00
Existing 2B	R-PUD	Single Family	20 Units	13.950	7.435	53.30
Existing 2C	R-PUD	Single Family	26 Units	8.840	2.187	24.74
Existing 3A	R-PUD	Single Family	20 Units	20.730	11.043	53.27
Existing 3B	R-PUD	Single Family	30 Units	12.530	2.021	16.12
Existing Parcel A	B-PUD	Open Space/Fire Station		2.645	2.645	100.00
Parcel B	B-PUD	Duplex Patio Homes	54 Units	11.002	4.9100	44.63
Parcels C & D	B-PUD	FUTURE Retirement Center	95,000 S.F.	12.267	3.9720	32.38
Existing Parcel E	R-PUD	Single Family	40 Units	20.481	3.990	20.58
Existing Parcel F	R-PUD	Single Family	16 Units	16.180	5.732	35.43
<b>Total</b>				<b>172.555</b>	<b>55.606</b>	<b>32.22</b>

# FINAL PUD PLAN

# PEAKS OF ASPEN TRAILS

SECTION 4, TOWN 2, RANGE 3  
LIBERTY TOWNSHIP, BUTLER COUNTY, OHIO  
JANUARY, 2021



## VICINITY MAP

NOT TO SCALE

### OWNER

Aspen Trails LLC.  
8073 Tylersville Road  
West Chester, OH 45069  
(513) 777-1400

### DEVELOPER

MI Homes  
9349 Waterstone Boulevard  
Cincinnati, OH 45249  
(513) 833-2201

## LEGEND

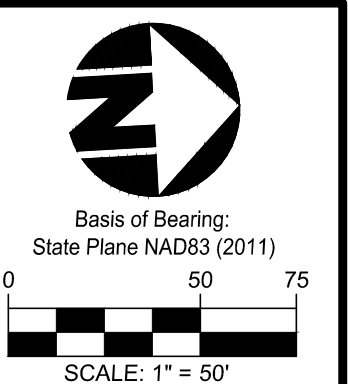
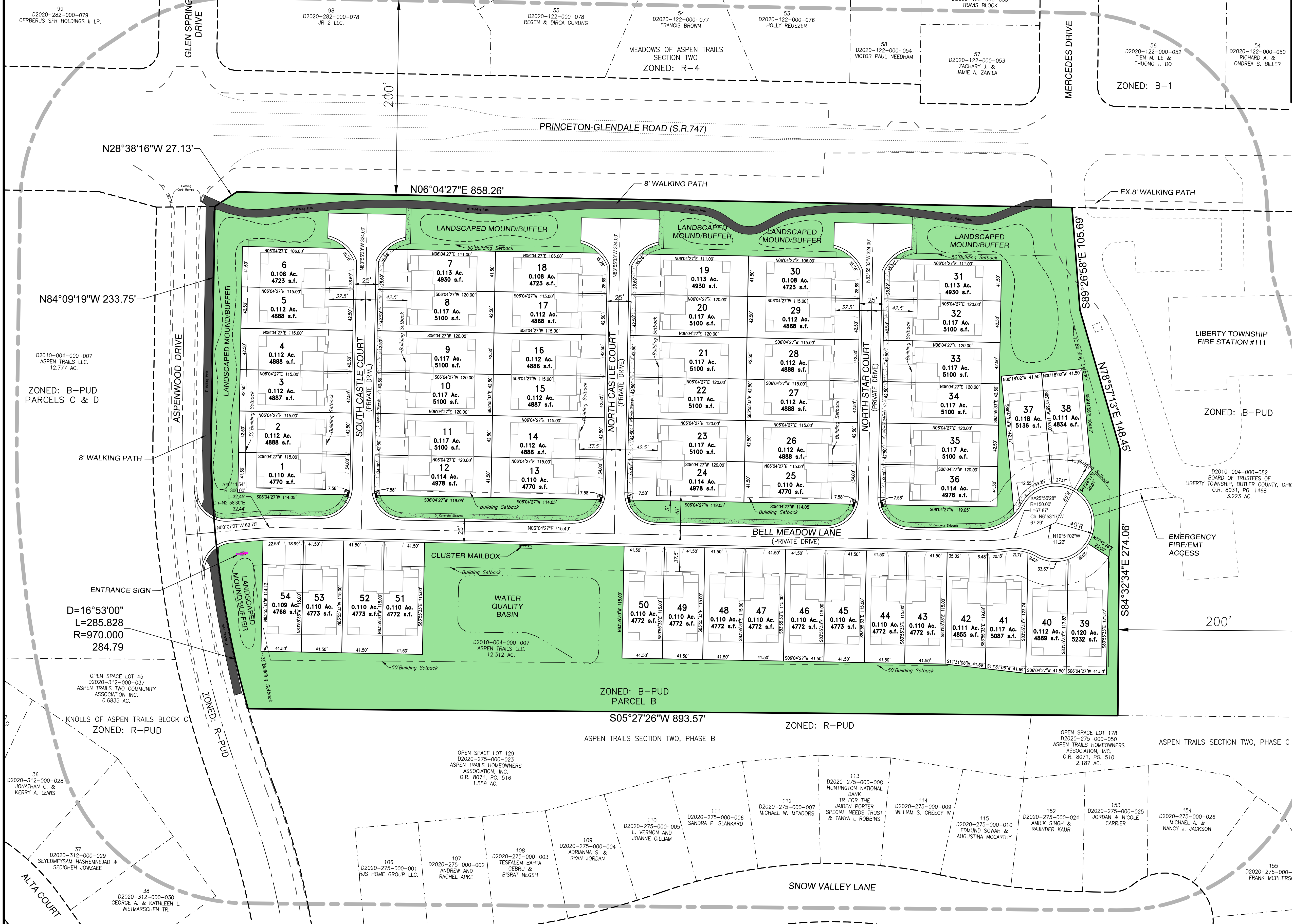
- OPEN SPACE
- ASPHALT WALK
- CONCRETE WALK

## PROJECT DATA

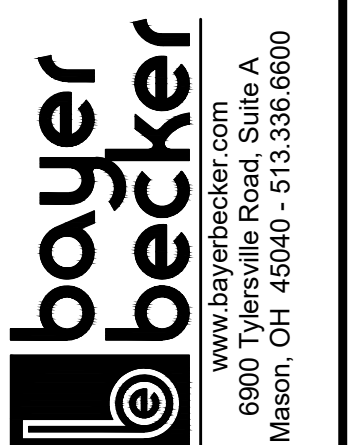
FRONTAGE (MIN)	41'
MINIMUM LOT SQUARE FOOTAGE	4,715
FRONT SETBACK FROM CENTERLINE (MIN)	37.5'
SIDE SETBACK (MIN)	*5'
* 0' SIDE YARD SETBACK ON SHARED LOT LINE	
REAR SETBACK	10'
# OF DUPLEX UNITS	27
TOTAL # OF RESIDENTIAL UNITS = 54	
TOTAL OPEN SPACE REQUIRED = 2.20 Acres (20%)	
TOTAL OPEN SPACE PROVIDED = 4.91 Acres (44.6%)	
TOTAL ACREAGE = 11.0020 Acres	
OVER-ALL DENSITY = 4.91 Units/Ac.	

## GENERAL NOTES

- Sanitary to be tied into Butler County System.
- Water to be installed and connected to Butler County System.
- Electric to be supplied by Duke Energy.
- Detention has been provided with prior phases. Water Quality will be provided on site according to Ohio EPA and Butler County standards and specifications.
- All private streets to be constructed according to Butler County standards and specifications.
- Contours furnished from aerial photography based on U.S.G.S. datum.
- Existing Zoning: B-PUD



PEAKS OF ASPEN TRAILS  
SECTION 4, TOWN 2, RANGE 3  
LIBERTY TOWNSHIP  
BUTLER COUNTY, OHIO  
FINAL PUD PLAN



Drawing:	18-0171 FPUJ
Drawn by:	TAC
Checked by:	EMR
Issue Date:	1-7-21

Plot time: Jan 08, 2021 - 11:34am  
Drawing name: J:\2018\18-0171\CD\DWG\18-0171 CD.dwg - Layout Tab: 11LT

## INDEX TO SHEETS

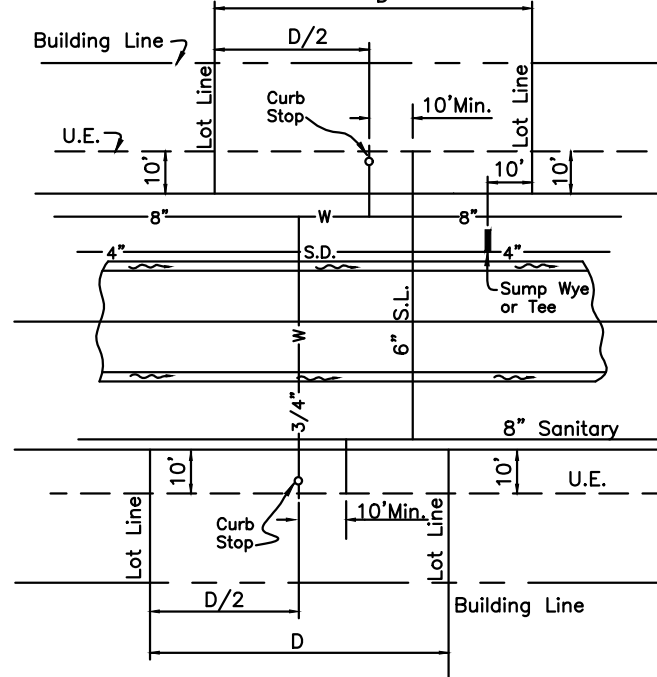
Title Sheet	1
Dimension Plan	2
Plan & Profile	3-4
Intersection & Drainage Details	5
Grading Plan	6
Detail Sheets	7-9
Soil Erosion & Sedimentation Control Detail Sheet	10

## LEGEND

EXISTING CONTOURS	
PROPOSED CONTOURS	
CENTERLINE	
PROPERTY LINE	
EXISTING SANITARY SEWER & MANHOLE	
PROPOSED SANITARY SEWER & MANHOLE	
EXISTING WATER MAIN	
FIRE HYDRANT	
WATER VALVE	
PROPOSED WATER MAIN	
EXISTING GAS MAIN	
SUMP DRAIN LINE	
EXISTING STORM PIPE & CATCH BASIN	
STORM CATCH BASIN	
STORM MANHOLE	
PROPOSED STORM PIPE	
EXISTING TELEPHONE	
EXISTING CABLE	
DIRECTION OF DRAINAGE	
PROPOSED SWALE	
LOT SWALE	

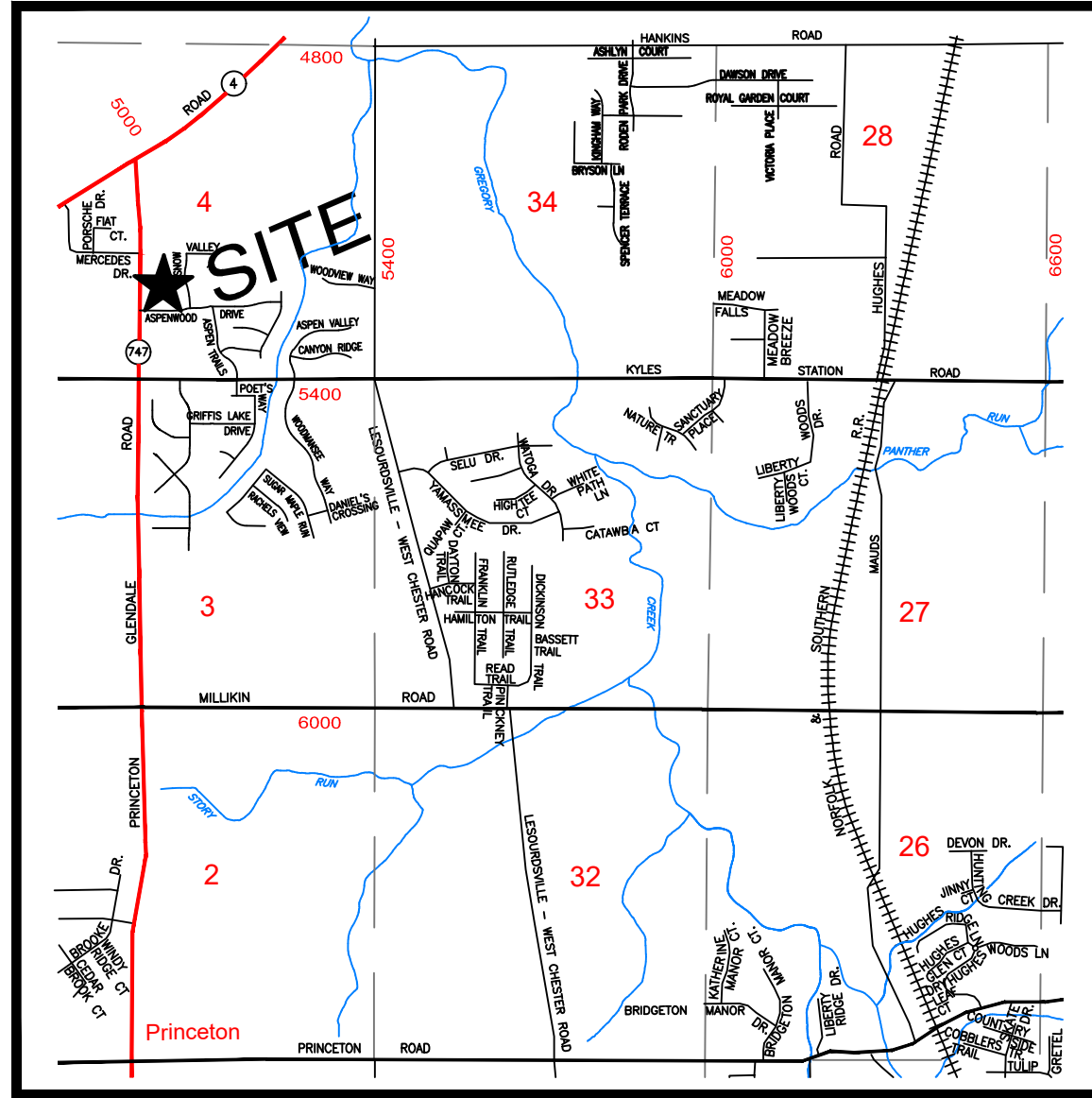


Know what's below.  
Call before you dig.



## STANDARD SERVICE

## DETAIL



## VICINITY MAP

NOT TO SCALE

## OWNER/DEVELOPER

Aspen Trails LLC.  
8073 Tylersville Road  
West Chester, OH 45069  
(513) 777-1400

## BENCHMARK

Existing Sanitary Manhole Located  
92 feet North of Kyles Station Road  
and West of Existing Creek  
STA.-2+13.79, 123.31'RT.  
Colorado River Trail  
RIM=687.91 INV=673.64

JOB LOG	
DATE	COMMENT
--	Submitted to Butler County Planning

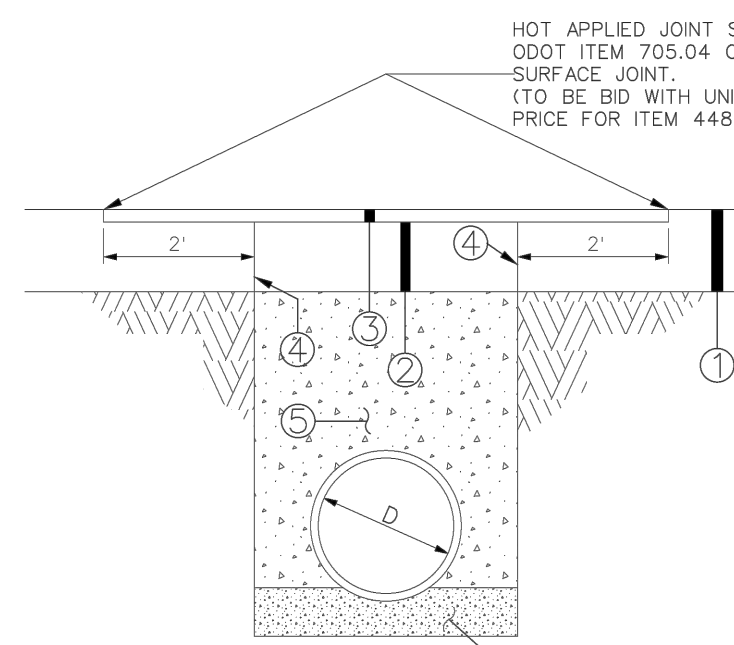
## SUPPLEMENTAL PRINTS OF STANDARD CONSTRUCTION DRAWINGS

C-1	
Std.MH-1A	
Std.HW-D	HW-1 (O.D.O.T.)
CB-3	
CB-3(Mod.)	
CB-3A	
CB-3A(Mod.)	CB-2-4(O.D.O.T.)
CB-2-2-A(O.D.O.T.)	CB-2-3(O.D.O.T.)
CB-2-2-B(O.D.O.T.)	
Std.R-1	

## CONSTRUCTION APPROVAL

	Date
Butler Co. Water & Sewer Dept.	
Butler Co. Engineer's Office	
These plans are not for construction until ALL approval dates have been filled in.	

## BUTLER COUNTY ENGINEER'S OFFICE STANDARD DETAIL FOR ROADWAY PAVEMENT RESTORATION



- EXISTING PAVEMENT
- 8" ITEM 301 BITUMINOUS AGGREGATE BASE IN TWO 4" LIFTS
- 2" ITEM 448 ASPHALT CONCRETE SURFACE COURSE MIN. 2" EACH SIDE OF CUT
- ITEM 407 TACK COAT APPLIED AT 0.10 GAL/SY
- LOW STRENGTH MORTAR BACKFILL MATERIAL CLASS LSM 50
- MIN. 6" GRANULAR PIPE BEDDING (OPTION - USE GRANULAR BEDDING EXTENDED 12" ABOVE PIPE FOR FULL WIDTH OF TRENCH)

## GENERAL NOTES

- Item numbers refer to the Ohio Department of Transportation construction and material specifications, and all construction work shall be done according to said specifications of Butler County requirements and standards for subdivisions. When in conflict, the County requirements shall prevail.
- Items that pertain to underground utilities such as watermain pipe, sanitary sewer pipe, water valves and manhole frames and covers, etc., will remain under specifications of the utility serving the area. Storm sewers shall be designed and constructed in accordance with the requirements of the Butler County Engineer.
- All trenches within the right-of-way and 10' utility easement shall be compacted and backfilled in accordance with item 203 and 603 in the state specifications.
- Surface course (item 448) and tack coat (item 407) are to be applied no sooner than nine (9) months after the leveling course, (item 448), and fifty (50) percent of the homes are completed. If after two (2) years fifty (50) percent of the homes have not been completed, then the top course may be applied.
- A minimum 10' utility easement shall be shown on the record plat parallel and immediately adjacent to the right-of-way line allowing for installation, operation and maintenance of sewers, water, electric and telephone conduits and any other public or quasi public utility.
- Developer shall be responsible for the installation of conduits for the full width of the public right-of-way at a depth of 36" for use by the electric, telephone and cable services. The location of the lines shall be coordinated with utility companies by the developer.
- All electrical transformers shall be located so that they do not interfere with the existing manholes or water main appurtenances.
- Sump line conduits are to be SDR 35, Armo 2000, or equivalent.
- WATER MAIN**
  - Water main materials, valves, fire hydrants, fittings and appurtenances and installation to be as per Butler County specifications, using class 53 Ductile Iron as per AWWA C-151 with minimum 4' cover.
  - All water main valves to have a minimum depth of 2.5' and a maximum depth of 4' from proposed grade to the top of the Valve Operating Nut.
  - Minimum 10' horizontal, 18" vertical separation between water main and sanitary and/or storm sewer.
  - If meter pits cannot be initially installed at the location shown on the typical section, a curb stop can be set up at this location.
- SANITARY SEWER**
  - Sanitary sewer materials and installation to be as per Butler County specifications, using Section 3110 for PVC SDR-35 & 26 pipe; Section 3140 for ABS or PVC composite pipe; Section 3410 for manholes.
  - Crossings Whenever a sanitary sewer and water main must cross, the sewer shall be at such an elevation that the crown of the sewer is at least 18 inches measured between the outside pipe walls, below the bottom of the water main. If it is absolutely impossible to maintain the 18 inch vertical separation, the water main shall be relocated or the sewer shall be constructed as follows:
    - A sewer passing over or under the water main shall be encased or constructed of materials that are equivalent to water main standards of construction for a minimum distance of 10 feet on each side of the water main.
    - The sewer crossing shall be constructed so that the sewer joints will be equidistant and as far as possible from the water main joints.
    - Where a water main passes under a sewer, adequate structural support shall be provided for the sewer to prevent damage to the water main.
  - Sanitary laterals shall be extended to at least ten (10) feet beyond the Property / Right-of-Way or to the edge of the easement, whichever is greater.
  - Sanitary sewer laterals, which shall include all pipe and appurtenances from the building to the public sewer main, and the connection to the public sewer main shall be considered private and the responsibility of the property owner to maintain. The connection to the sewer would be any piping that extends out from the main barrel of the sewer main.
  - All buildings to be served by the public sewer system shall be constructed so as to provide a minimum of four feet (4') of vertical separation between the public sanitary sewer, at the point of connection, and the lowest building level served by a gravity sewer connection and shall not exceed a depth of 12 feet below finish grade at the end of the lateral at the right-of-way unless specifically authorized by the County. In addition, said building level shall be at least one (1) foot above the lowest point of free-overflow (non-sealed manhole cover) upstream of any treatment facility of wastewater pumping facility that receives the discharge from said building. Said minimum service levels shall be recorded on the "As-Built" plans for the development which will be kept on file in the office of the Butler County Department of Environmental Services.
- Butler County Water and Sewer Department does not accept any responsibility for the relocation, repair, or replacement of any other utility installed within five (5) feet of the center line of any sanitary sewer main or water main.
- Private driveways, parking lots and other paved areas, earthen berms or structures should not be constructed over private water or sewer service lines within the public road right of way or within the easement areas for public utilities. Should this occur, the property owner shall be held responsible for the protection and repair and for providing access to any curb stops, meter pits, manholes, clean-outs, etc. installed in conjunction with these private service lines and for any damage or restoration of the paved surfaces or structures that may result from the future operation, maintenance, repair or replacement of said service lines and appurtenances.
- STORM SEWER**
  - Storm sewer pipe shall meet the requirements as follows:
    - PVC pipe as per ODOT Specification 707.42 for all diameters
    - HDPE pipe as per ODOT Specification 707.33
    - Corrugated steel pipe as per ODOT Specification 707.01 or 707.02 for all diameters
    - Reinforced concrete pipe as per ODOT Construction and Material Specification 706.02 for all diameters. Class shall be specified at the contractor's request. (Cinimati Concrete Pipe, Duracrete or equal).
    - Bituminous coated corrugated steel pipe as per ODOT Specification 707.05 or 707.07

Installation shall meet Butler County Specifications. All joints shall be soil seal joints unless specifically noted on the plans.

B. Deflection Testing for Storm Sewers and Culverts 15% of all storm sewers shall be tested for deflection within thirty days after they are complete. Butler County Engineer or his designated representative will determine what 15% shall be tested. If any storm sewer in the original 15% is found out of compliance, deflection tests will be required on 100% of the remaining storm sewer. A vertical ring deflection greater than 5% will not be allowed. This deflection is defined as 5% reduction in the vertical base or average inside diameter. The method of testing shall be subject to the approval of the engineer. If rigid balls or mandrels are used to test pipe deflection, no mechanical pulling devices shall be used. The deflection test may be conducted with a nine prong mandrel, a ball or a cylinder or another manner acceptable to the Butler County Engineer or his designated representative. The testing will be accomplished from manhole to manhole or catchbasin to catchbasin, following the complete flushing of the line. The contractor shall furnish all equipment required to complete the deflection testing. The deflection test shall be witnessed by the County Engineer or his designated representative. Any section of pipe that fails to meet the aforementioned requirements shall be reworked by a procedure acceptable to the County or be excavated and either be relayed or replaced, and retested until the requirements are met.

C. All catch basins and manholes with a depth greater than 4' shall be provided with steps. Steps shall meet the requirements of ODOT STD. 604 and shall conform to the details as shown on Butler County Standard Drawing MH-1A.

D. Headwall: HW-4A to be used with Corrugated Metal pipe or HW-4B to be used with Concrete Pipe.

13. Roof drains, foundation drains, and other clean water connections to the sanitary sewer system are prohibited.

14. Any detention basin on site should be constructed prior to the clearing of topsoil and grading of the site. All trees and vegetation shall be removed from all proposed detention basins regardless of maintenance responsibility.

15. **SEDIMENTATION CONTROL**  
The project has been designed to control erosion and prevent damage to other property. All stripping, earthwork, and regrading shall be performed to minimize erosion. Natural vegetation shall be retained wherever possible. The proposed plan will allow almost all eroded material to be retained on site.

All areas disturbed by the construction of the roadways, ditches and sediment basins shall be seeded and strawed as soon as possible to limit the erosion and stabilize the soil. Payment will be by number of square yards disturbed as per the grading plan. For additional sedimentation control details, see grading plan.

16. Butler County will not be responsible for any pavement or storm sewer repairs resulting from water main and sanitary sewer repairs. Butler County also will not be responsible for adjusting manholes, valves, fire hydrants, meter pits, etc. as a result of grade changes. The grantor shall be responsible for proper adjustment of manholes, valves, fire hydrants, meter pits, etc. to the satisfaction of Butler County, due to grade changes, paving, repairing, etc. initiated by the grantor.

17. A typical five (5) foot drainage easement is to be provided on both sides of every lot line.

18. Any roadway settlement greater than one inch will be required to be repaired with Item 613 Low Strength Mortar Backfill (Type 1). See Detail on Sheet #7.

19. Provide the Butler County Engineer's Office with a forty-eight (48) hour notice prior to the start of any construction, including sanitary installation. Phone 785-4145.

20. Contractors to accept all Quantities as correct prior to beginning construction.

21. Contractor shall include the cost of County inspection and extension fees in unit price bid.

22. Existing Zoning: B-PUD

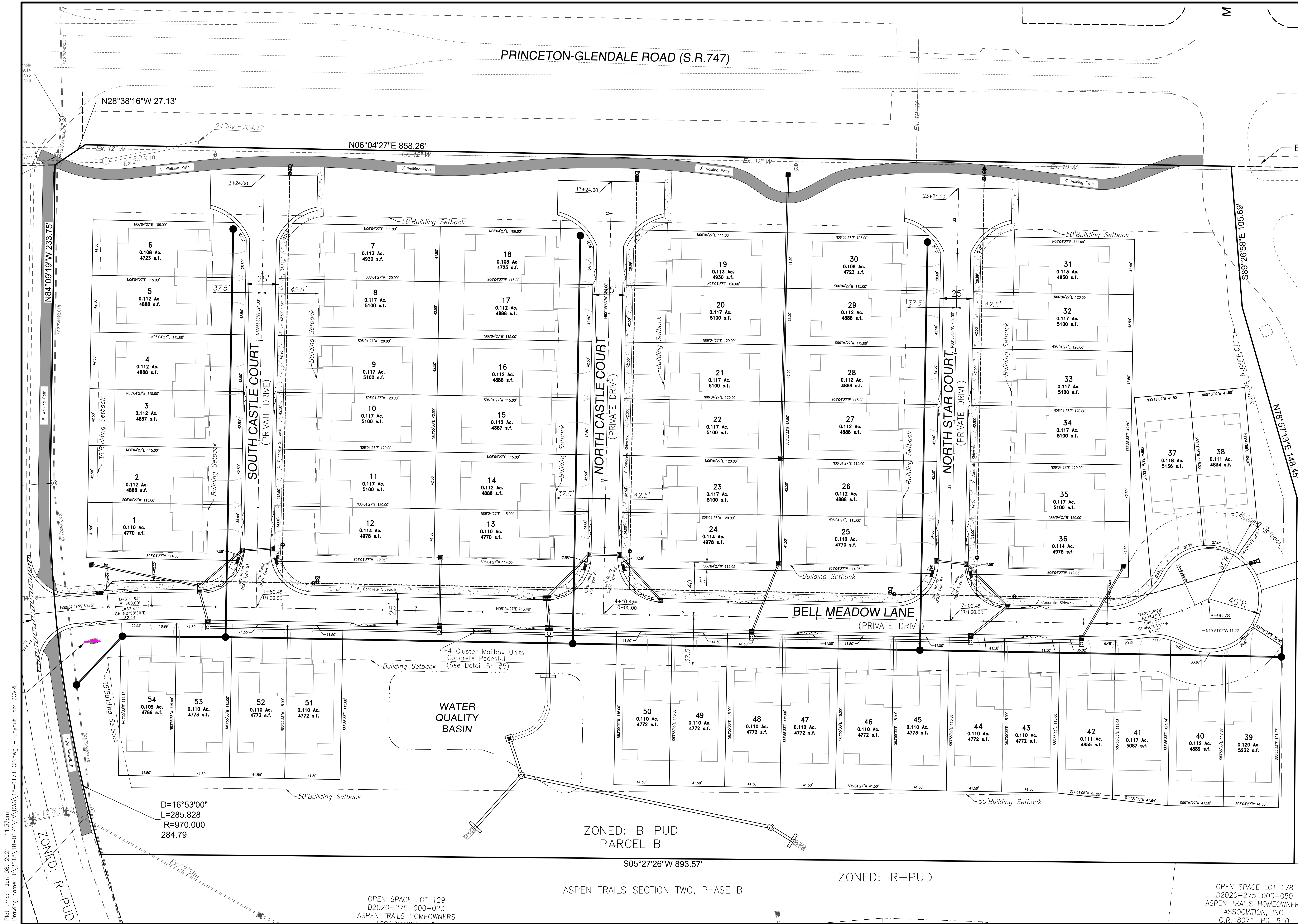
23. Total Acreage: 11.0020 Acres

24. Total # Lots: 54

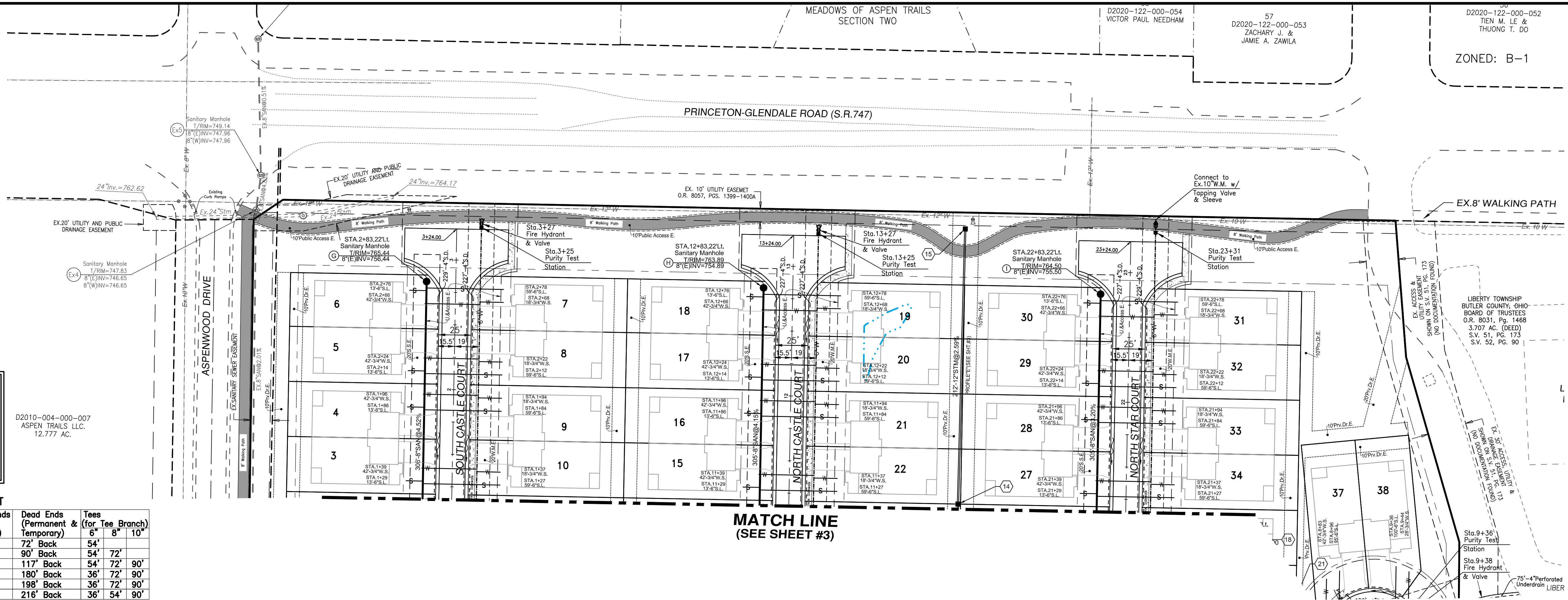
PEAKS OF ASPEN TRAILS  
SECTION 4, TOWN 2, RANGE 3  
LIBERTY TOWNSHIP  
BUTLER COUNTY, OHIO  
TITLE SHEET

www.bayerbecker.com  
6800 Tylersville Road Suite A  
Mason, OH 45040 - 513.336.6600

Drawing: 18-0171 CD  
Drawn by: TAC  
Checked by: EMR  
Issue Date: 1-8-21  
Sheet: 1/10

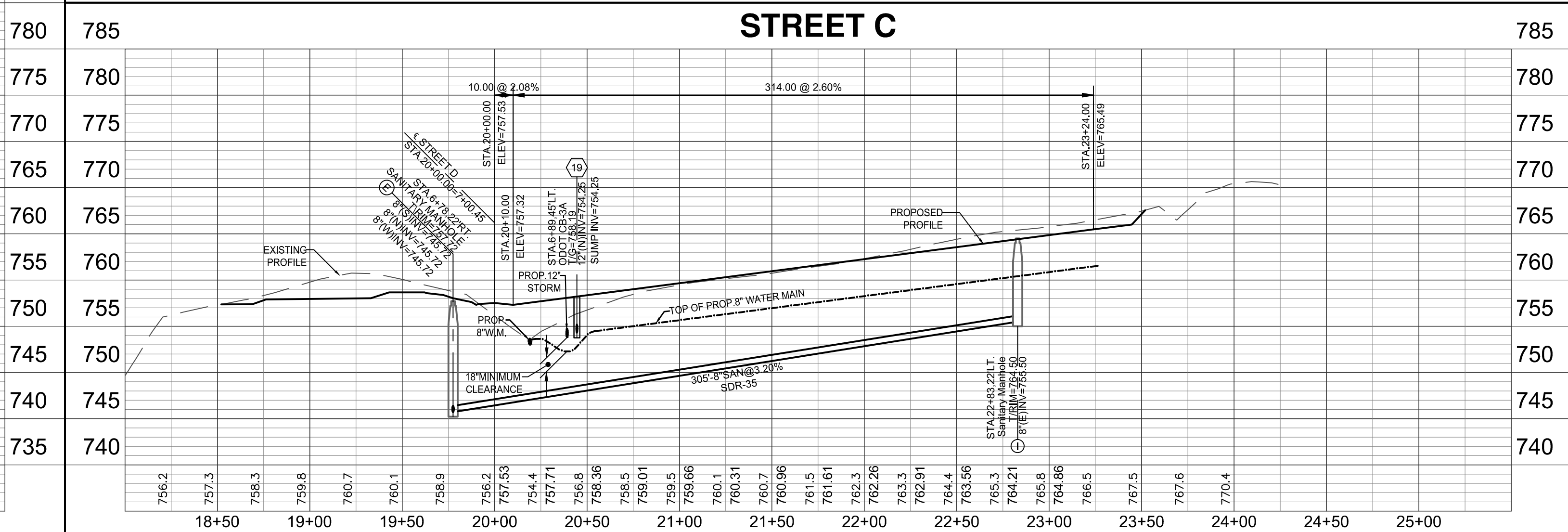
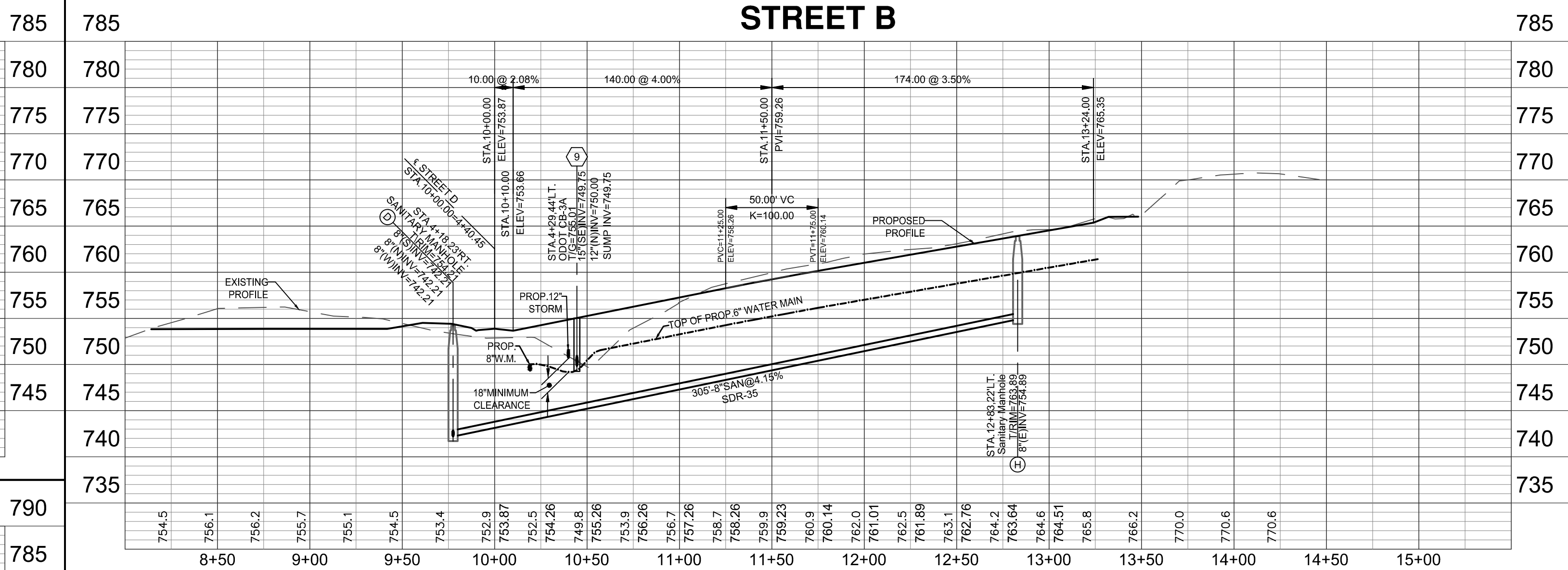
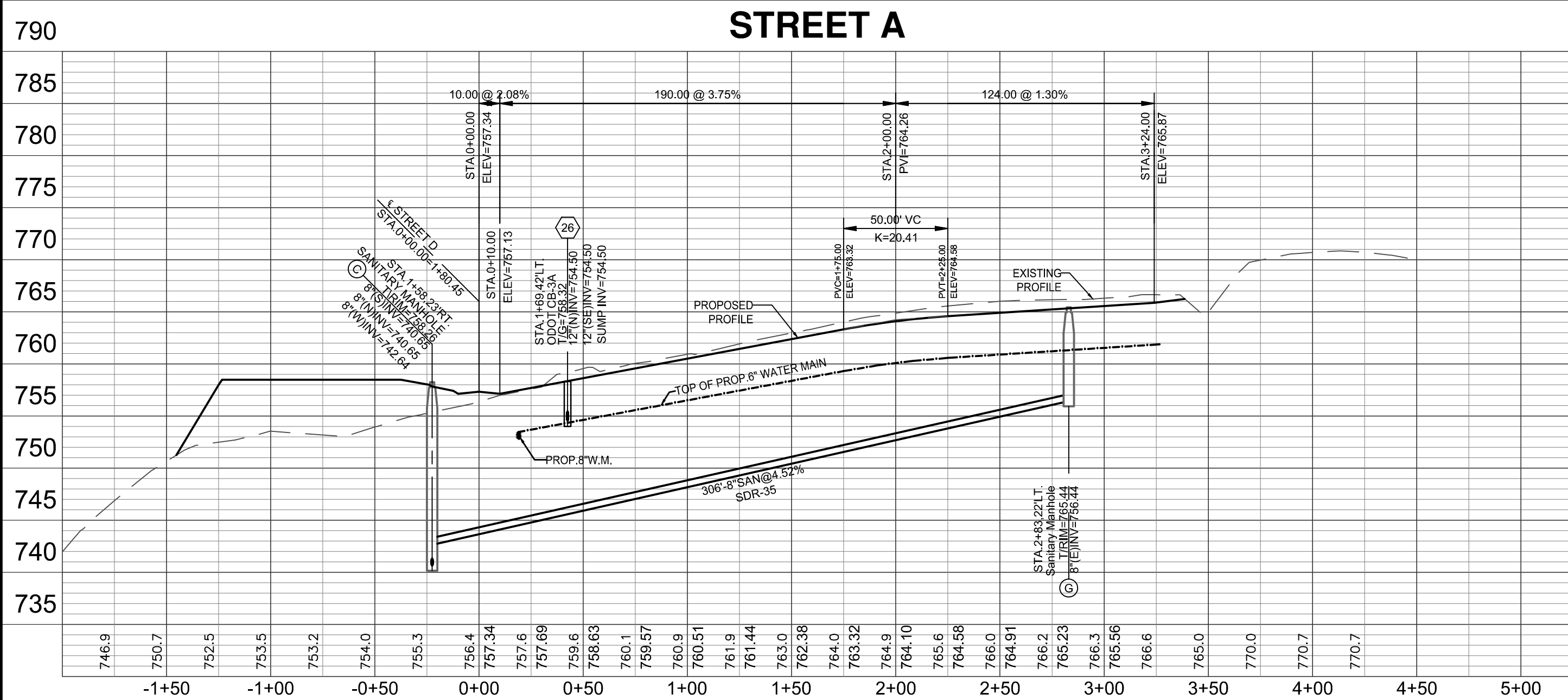
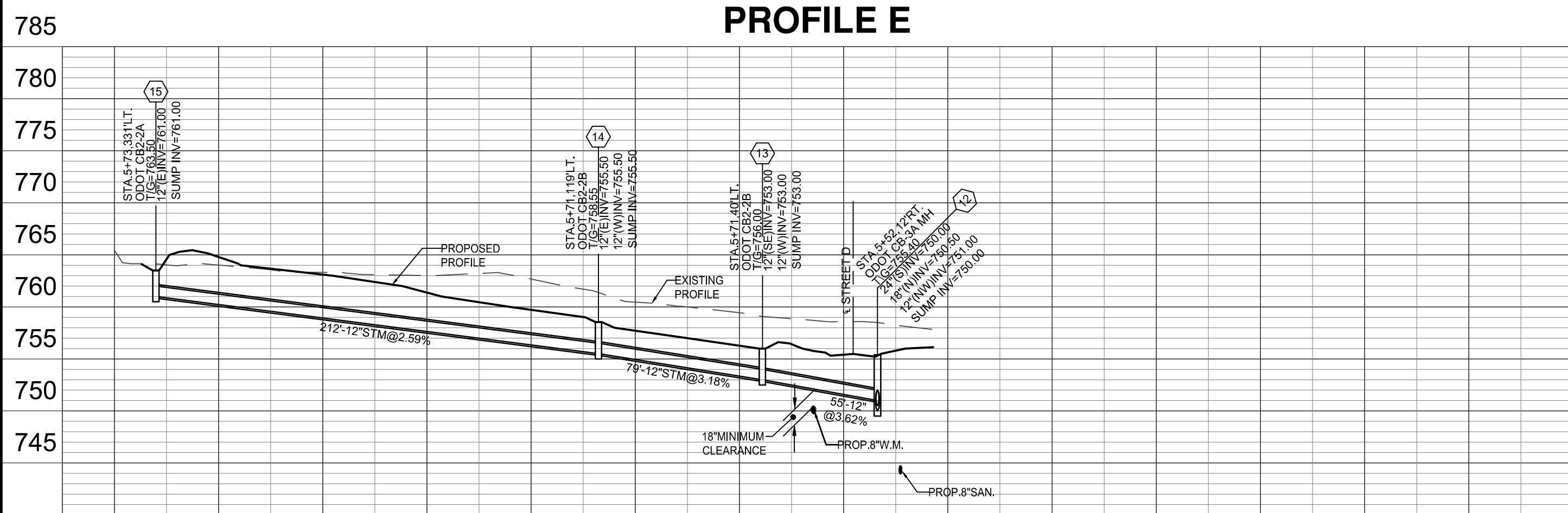


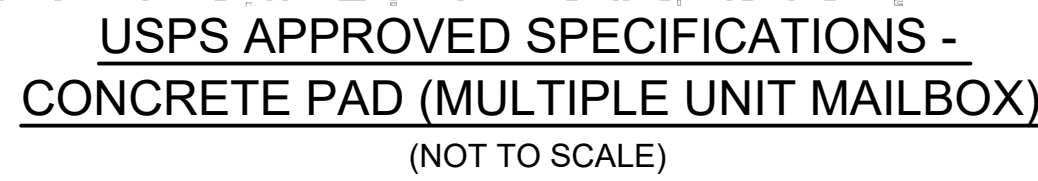




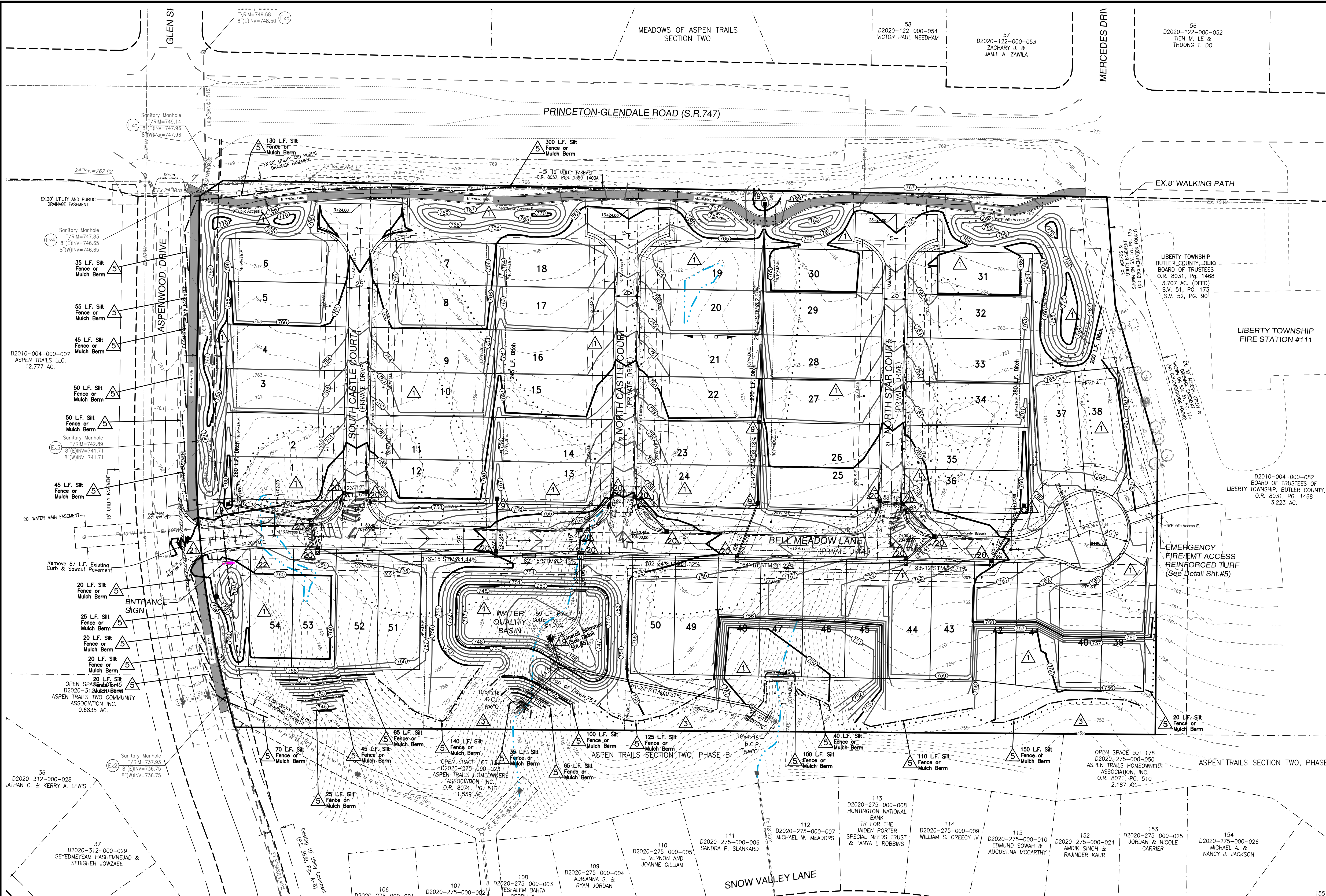
**NOTE:**  
At Crossings, the water main shall have a minimum vertical distance of eighteen (18") inches from storm and sanitary sewers. Also, one full length of water main shall be located so the joints are as far from the storm and sanitary sewers as possible. Fittings, not joint deflection, must be used when water main is lowered at crossings.

WATER MAIN RESTRAINT JOINT LOCATION CHART														
Water Main Dia.	Horizontal 45°Bends		Vertical 45°Bends Up (Lower Water Under...)		Vertical 45°Bends Down (Lower Water Under...)		Dead Ends (Permanent & Temporary)	Tees (for Tee Branch)						
	6"	8"	18'	both sides	18'	both sides	36'	both sides	72'	Back	54'	6"	8"	10"
6"	18'	both sides	36'	both sides	36'	both sides	72'	Back	54'					
8"	18'	both sides	36'	both sides	36'	both sides	90'	Back	54'	72'				
10"	36'	both sides	36'	both sides	54'	both sides	117'	Back	54'	72'	90'			
12"	36'	both sides	54'	both sides	72'	both sides	180'	Back	36'	72'	90'			
14"	54'	both sides	54'	both sides	90'	both sides	198'	Back	36'	72'	90'			
16"	54'	both sides	54'	both sides	90'	both sides	216'	Back	36'	54'	90'			





Plot time: Jan 08, 2021 - 11:42am  
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THIS DOCUMENT AND ALL RELATED DETAIL DRAWINGS, SPECIFICATIONS AND ELECTRONIC MEDIA PREPARED OR FURNISHED BY BAYER BECKER (BB), ARE INSTRUMENTS OF PROFESSIONAL SERVICE, AND IS THE EXCLUSIVE PROPERTY OF BB. NO DISCLOSURE, USE, REPRODUCTION, OR DUPLICATION IN WHOLE OR IN PART, MAY BE MADE WITHOUT WRITTEN PERMISSION OF BB AND IS DONE SO AT USER'S SOLE RISK. COPYRIGHT - ALL RIGHTS RESERVED.



- SOIL TYPES
- CLEARING LIMITS
- SILT FENCE OR MULCH BERM
- REGULATED WATERWAY OF UNITED STATES
- RIPARIAN AREA: NO
- DISTURBANCE PERMITTED

EROSION CONTROL NOTES

- SEEDING AND MULCHING
- SODDING
- PRESERVE EXISTING VEGETATION
- STRAW BALE
- SILT FENCE OR MULCH BERM
- SOIL PILES
- TEMPORARY STREAM CROSSING
- GRAVEL CURB INLET SEDIMENT FILTER
- GEOTEXTILE INLET SEDIMENT FILTER
- GABIONS
- STRAW BALE DROP INLET SEDIMENT FILTER
- SOD DROP INLET SEDIMENT FILTER
- GRAVEL & WIRE MESH DROP INLET SEDIMENT FILTER
- BLOCK & GRAVEL CURB INLET SEDIMENT FILTER
- TEMPORARY SEDIMENT TRAPS & DAMS
- DIKES & SLOPE PROTECTION
- ROLLED GRAVEL CURB INLET SEDIMENT FILTER
- CHECK DAM
- TEMPORARY DETENTION SEDIMENT FILTER/BASIN
- DANDY BAG/BEAVER DAM® OR EQUAL
- CONSTRUCTION ENTRANCE
- CONCRETE WASHOUT AREA
- SEE SOIL EROSION & SEDIMENTATION CONTROL DETAIL SHEET (Page #10.)

- NOTES:
- Regular inspection and maintenance will be provided for all erosion and sediment control practices. Permanent records of maintenance and inspections must be kept throughout the construction period. Inspections must be made a minimum of once every seven (7) days and immediately after storm events greater than 0.5 inches of rain in a 24 hour period. Provided will be name of inspector, major observations, date of inspection and corrective measures taken.
  - All erosion and sediment control practices must conform to the specifications of Rainwater and Land Development, Ohio's standards for storm water management, land development and urban stream protection.
  - Perimeter Sedimentation control and basins/traps shall be implemented as the first step of grading and within seven (7) days of initial grubbing or grading and shall continue to function until upland areas are stabilized.
  - Disturbed areas which will remain unworked for a period of fourteen (14) days or more, shall be stabilized with seeding and mulching or other approved means within seven (7) days. All disturbed areas within fifty (50) feet of an intermittent or solid blue line stream shall be stabilized within two (2) days. All areas of a site which are at final grade shall be stabilized with seeding and mulching or other approved means within seven (7) days.
  - Quantities for Erosion Control may vary between detailed plans and field conditions during construction. Plan quantities are a minimum; more erosion control may be necessary due to environmental conditions.
  - Sedimentation control and ditch swales are subject to change upon completion of entire set of construction drawings.
  - No solid or liquid waste shall be discharged into storm water runoff.
  - Home builders are responsible for erosion control on each individual lot.
  - Contractors to accept all quantities as correct prior to beginning construction.

STREAM CROSSING DETAILS

The Ohio E.P.A. has concerns about any sanitary sewer which cross or run parallel to any flowing streams. For streams which drain one square mile or greater, communities are required to implement control practices in these areas as much as possible. For streams with less than one square mile of drainage, communities must implement control practices as much as practical. The area of concern include 2.5 times the full bank width of the stream on both sides of the stream (riparian area). For these stream crossings or other areas where the sewers are in the riparian area, the entity should specify the means for mitigating any impacts on these streams which could result from this activity. These factors would include the following:

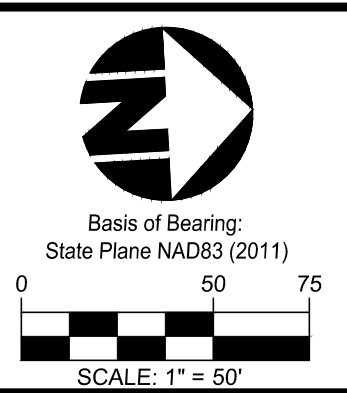
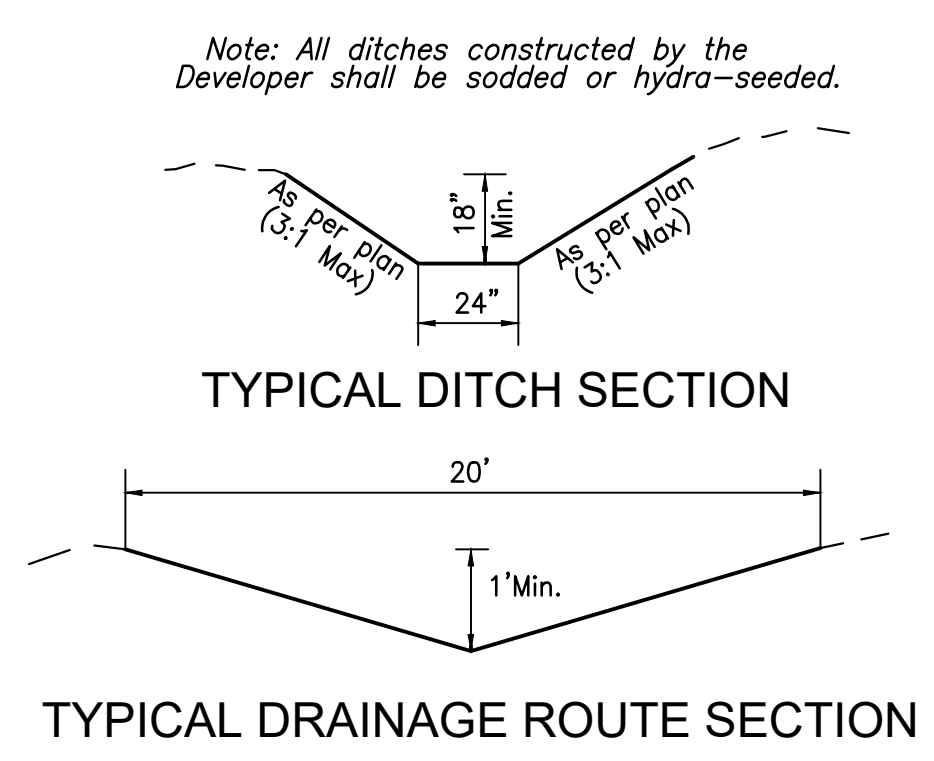
- The construction easements for the clearing activities should be as narrow as possible or practical depending on the size of the stream. A maximum of a 20 foot clearing limit is all that will be allowed in the riparian area. For all sanitary sewers running proposed along a stream, the clearing limit should be shifted as far from the stream as possible.
- The construction of the stream crossing should be completed as soon as possible but should not exceed more than one day.
- The material removed from the trench excavation should be stored outside of the riparian area. This area should be enclosed by a siltation fence.
- Trees within the riparian area should be avoided as much as possible. Older trees along the stream should be given the greatest level of protection possible. In the event that a tree must be removed so that the sewers can be constructed, the tree should be either cut at the ground or 1 or 2 feet above the ground so that the root mass is maintained and that the tree may regrow after the project. All other vegetation in the riparian area should be cut at the ground surface.
- Coffer dams should be used to bypass the trench excavation during the construction of the stream crossing.
- Final bank stabilization should be completed immediately after completion of the stream crossing. The banks shall be stabilized with seeding and mulching as soon as disturbance of the area is complete. In the event that a stream bank is severely steep, pile matting may be utilized to provide bank stabilization. In most cases, the stream bank should be stabilized within one day of completion of the stream crossing.
- The stockpile location for the materials used for the pipe bedding material and the backfill material should be shown on the detailed plans. This area should be located outside of the riparian area. (See plans for stockpile location)
- Any locations where equipment will cross the stream should have a temporary stream crossing constructed. Construction equipment crossings should only be used when there is no other feasible method such as constructing sewers from both sides of the stream. For situations where this may not be practical, two common ways to construct a stream crossing are using tree trunks removed from other locations of the project laid lengthwise in the stream or constructing a culvert in the stream with bank fill placed on top of it. The temporary stream culverts should be designed in accordance to the Ohio Department of Natural Resources, Division of Soil and Water Conservation's "Rainwater and Land Development" manual.
- All trench dewatering shall be passed through a sediment impoundment structure. Adequate outlet protection must be provided for each impoundment. If any groundwater dewatering should occur, the contractor shall contact the Ohio Department of Natural Resources, Division of Water, to assure proper well installation and abandonment of wells. The contractor shall not direct the groundwater to the impoundment intended for trench water.

SEQUENCE OF CONSTRUCTION

- THE FOLLOWING SEQUENCE OF CONSTRUCTION WILL BE SIMULTANEOUSLY FOLLOWED FOR ALL AREAS ELIMINATING ONLY THOSE STEPS THAT DO NOT PERTAIN TO THAT PARTICULAR AREA:
- INSTALL EROSION AND SEDIMENT CONTROL MEASURES.
  - PERFORM CLEARING OPERATION, STRIP AND STOCKPILE TOPSOIL.
  - ROUGH GRADE SITE, STABILIZE EROSION PRONE AREAS. ALL SLOPES 3 TO 1 AND GREATER SHALL BE IMMEDIATELY STABILIZED WITH SEED AND MULCH OR AN EQUAL.
  - INSTALL UTILITIES, CONSTRUCT TEMPORARY SILT TRAPS WHERE SHOWN.
  - INSTALL BASE COURSE IN ROADWAYS FOLLOWING THE INSTALLATION OF IMPROVEMENTS.
  - PERFORM SOIL PROFILE RESTORATION IN ALL SOIL MANAGEMENT AREAS PER OEPA SOIL MANAGEMENT PROVISIONAL PRACTICE GUIDELINES.
  - FINE GRADE AND SEED; REMOVE EROSION CONTROL METHODS UPON COMPLETION OF ALL IMPROVEMENTS.
  - AS INDIVIDUAL HOME CONSTRUCTION IS COMPLETED, TOPSOIL REPLACEMENT SHALL BE PERFORMED IN ALL AREAS NOTED FOR SOIL MANAGEMENT AS PER OEPA SOIL MANAGEMENT PROVISIONAL PRACTICE GUIDELINES.

GRADING NOTES

- LOCATION OF EXISTING UTILITIES TO BE DETERMINED IN THE FIELD PRIOR TO BEGINNING WORK.
- CONTRACTOR SHALL OBTAIN A COPY OF THE COMPLETE GEOTECHNICAL REPORT PRIOR TO BIDDING THE PROJECT.
- CONTRACTORS SHALL SET UP AN ONSITE PRE-CONSTRUCTION MEETING WITH THE DEVELOPER, PROJECT GEOTECHNICAL ENGINEER, EARTHWORK CONTRACTOR, AND SITE CIVIL ENGINEER PRIOR TO BEGINNING CONSTRUCTION.
- CONTRACTOR SHALL ASSUME THE TOP 8" OF EXISTING GROUND IS TOPSOIL. TOPSOIL REMOVED TO DEPTHS GREATER THAN 8" SHALL BE DONE ONLY AFTER CONSULTATION WITH THE PROJECT GEOTECHNICAL ENGINEER AND APPROVAL OF THE DEVELOPER.
- ALL EARTHWORK AND CONSTRUCTION ACTIVITY SHALL BE PERFORMED PER THE RECOMMENDATIONS OF THE PROJECT GEOTECHNICAL ENGINEER AS DESCRIBED IN THE GEOTECHNICAL EXPLORATION REPORT AND ALL ADDENDUMS.
- CONTRACTOR SHALL VERIFY ALL EARTHWORK QUANTITIES PRIOR TO AWARD OF CONTRACT. PAY QUANTITIES ARE FINAL EXCEPT FOR DOCUMENTED UNDERCUT APPROVED BY DEVELOPER PRIOR TO COMPLETION OF THE EXTRA WORK. UPON REQUEST, CONTRACTORS MAY HAVE ACCESS TO THE SITE TO FIELD CHECK TOPOGRAPHY.
- THE AREAS LABELED DENSE VEGETATION ARE WHERE THE EXISTING GROUND WAS OBSERVED FROM VIEW BY EXISTING VEGETATION. THE EXISTING CONTOURS SHOWN IN THIS AREA MAY VARY.

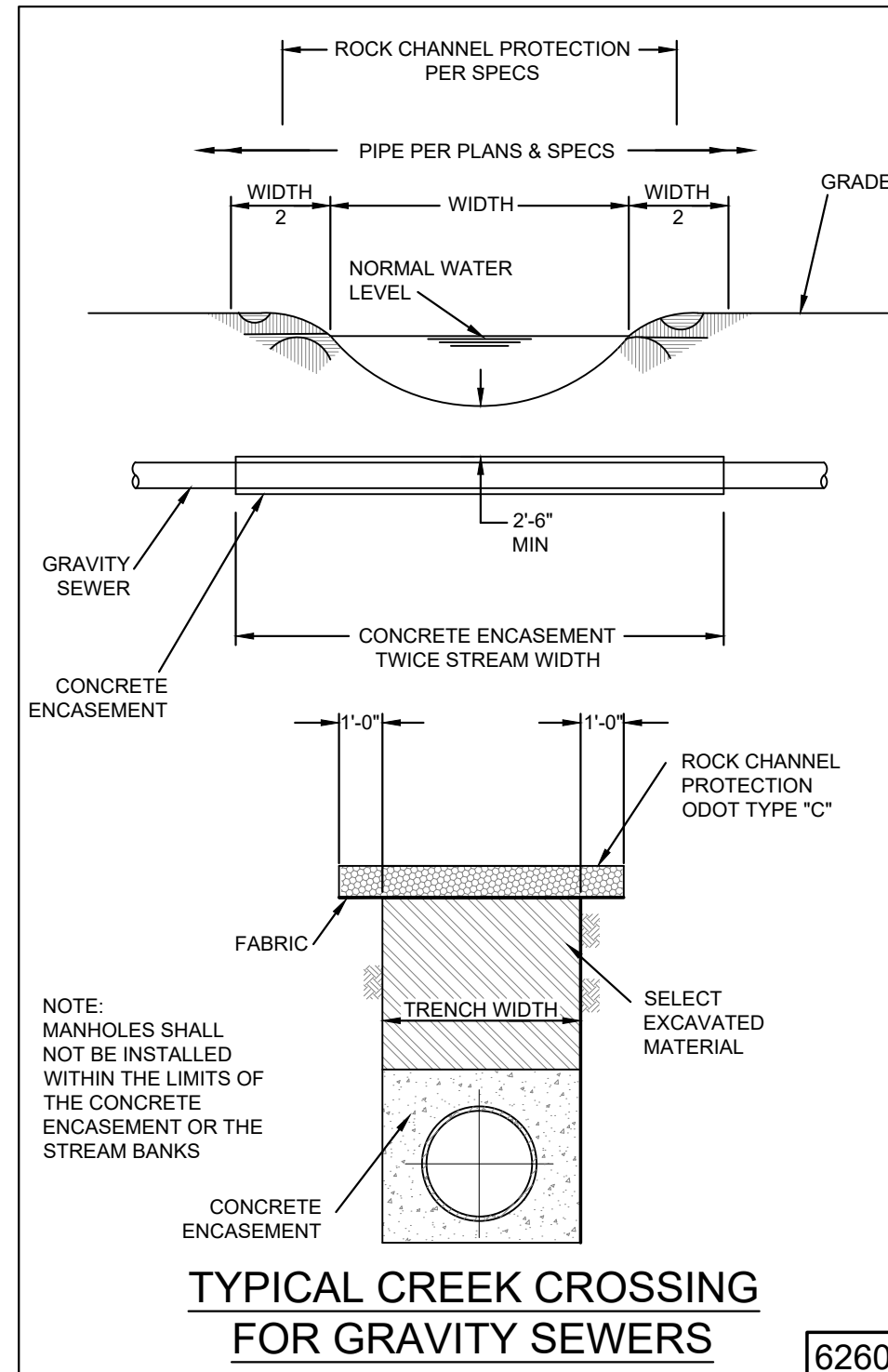


PRELIMINARY

PEAKS OF ASPEN TRAILS  
SECTION 4, TOWN 2, RANGE 3  
LIBERTY TOWNSHIP  
BUTLER COUNTY, OHIO  
GRADING PLAN

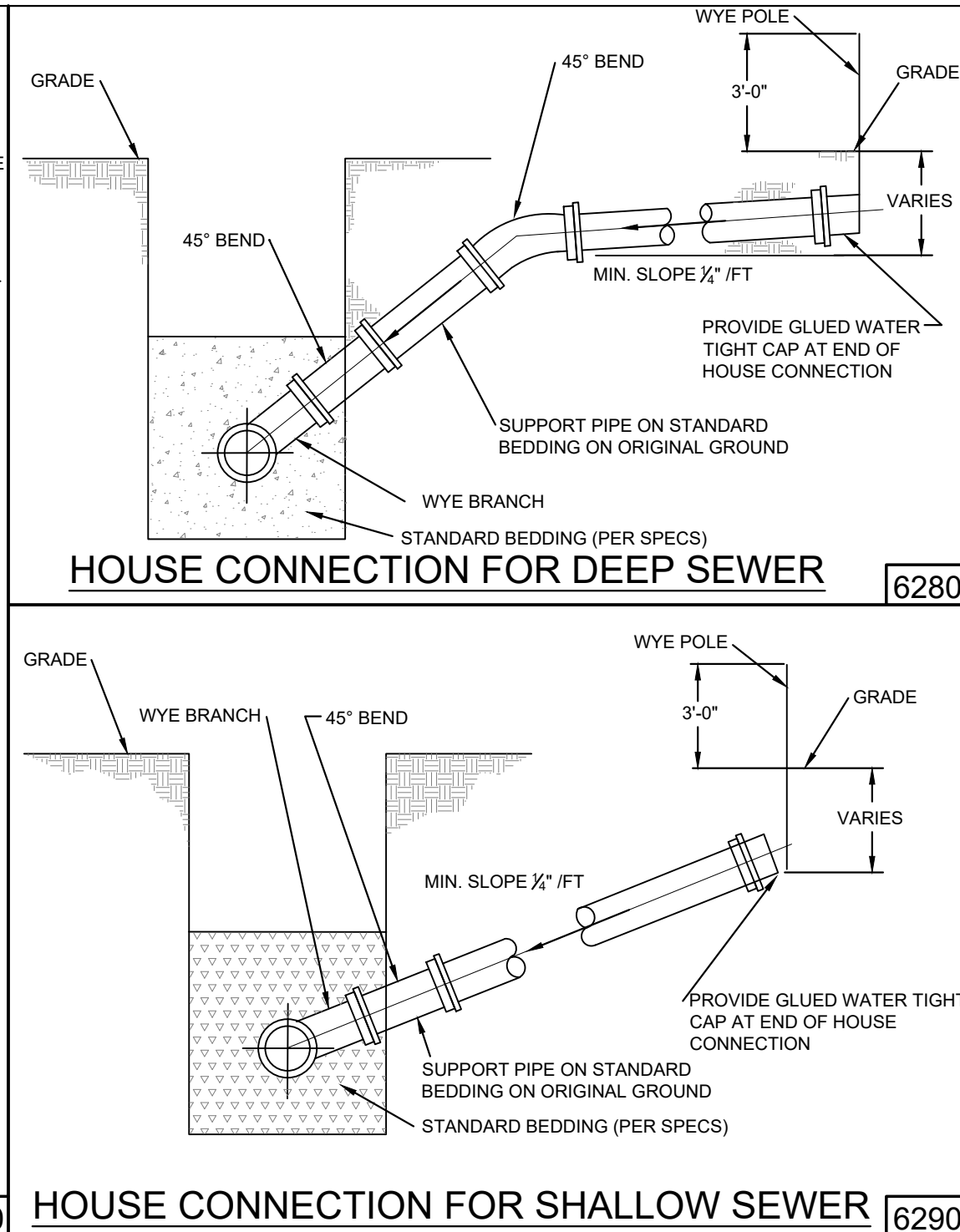


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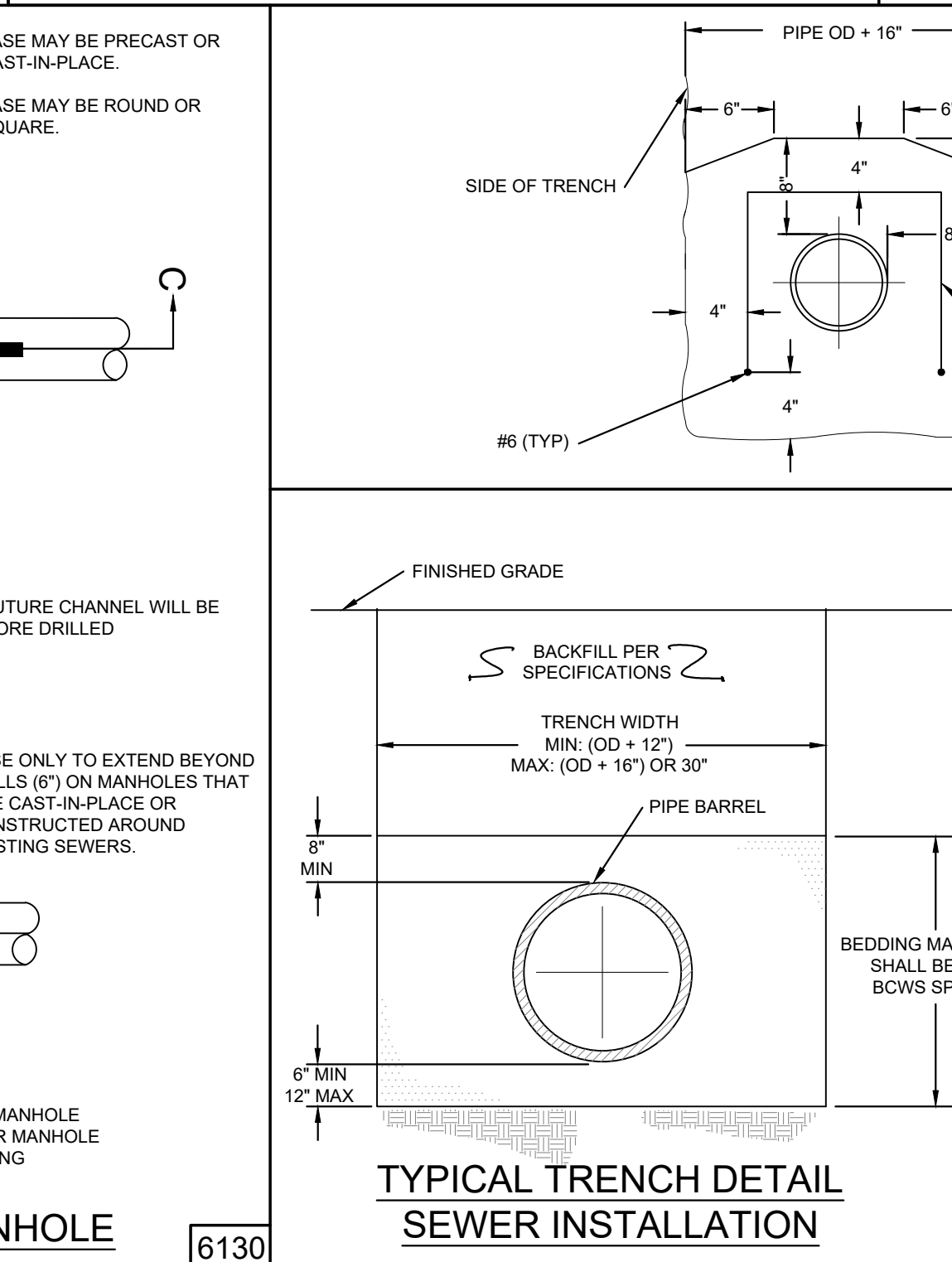
TYPICAL CREEK CROSSING  
FOR GRAVITY SEWERS

6260



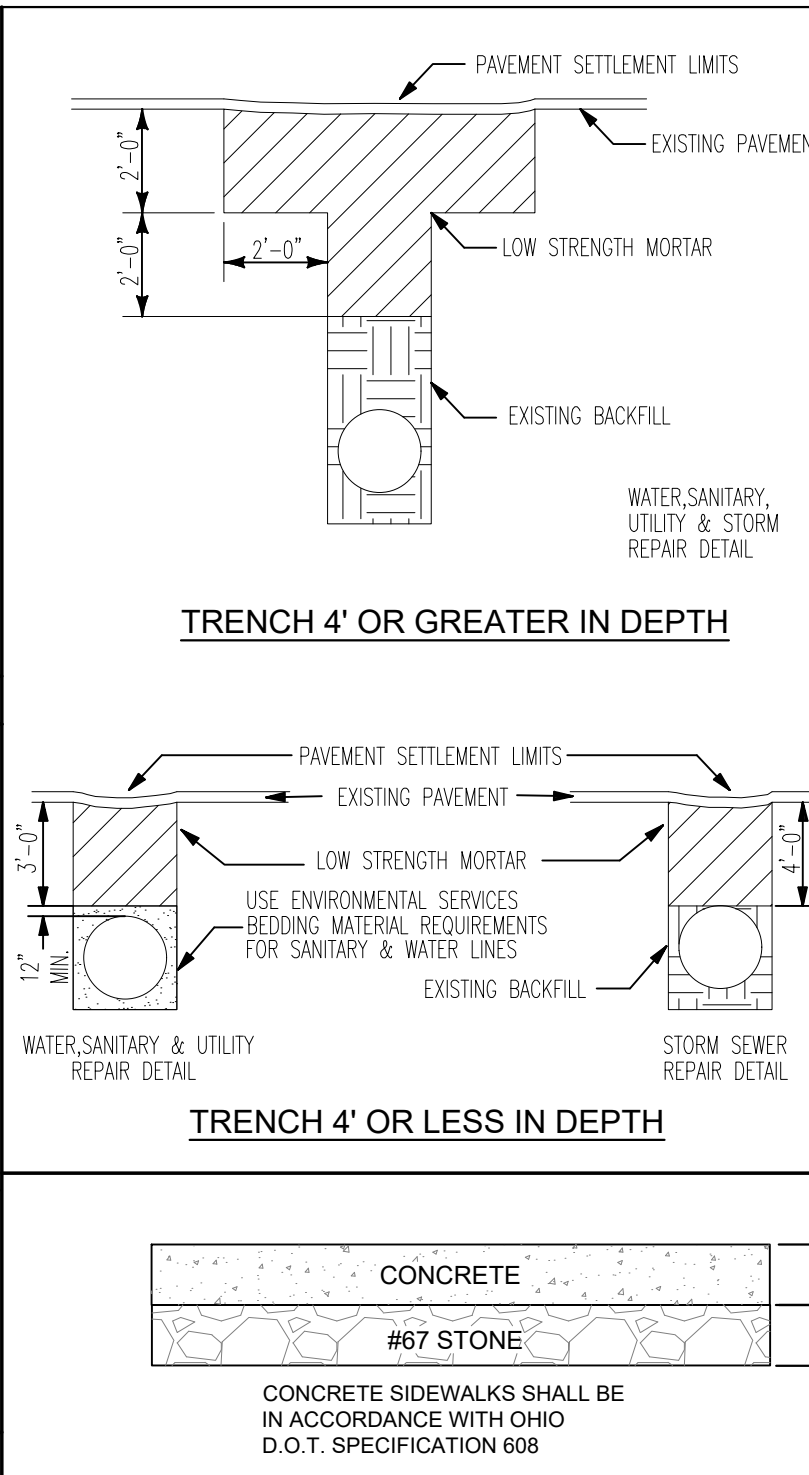
HOUSE CONNECTION FOR DEEP SEWER

6280



HOUSE CONNECTION FOR SHALLOW SEWER

6290



SETTLEMENT REPAIR

ITEM SPECIAL - LOW STRENGTH MORTAR BACKFILL MATERIAL

DESCRIPTION: THIS WORK SHALL CONSIST OF THE PLACEMENT OF A FLOWABLE MIXTURE OF PORTLAND CEMENT, FLY ASH, AND SAND FOR BACK-FILLING CONDUIT OR AT OTHER LOCATIONS AS SHOWN ON THE PLANS OR AS SPECIFIED. THE WORK SHALL BE IN ACCORDANCE WITH ODOT ITEMS 603 AND 499 UNLESS OTHERWISE SPECIFIED HEREIN.

MATERIALS: MATERIALS SHALL BE:

A. CEMENT 701.01 OR 701.04

B. FLY ASH SHALL MEET ASTM C-618

C. FINE AGGREGATE SHALL BE NEUTRAL SAND OR SAND MANUFACTURED FROM STONE, GRAVEL, OR AIR-COOLED SLAG. THE GRADUATION OF THE SAND SHALL MEET THE REQUIREMENTS OF 703.05. THE SAND SHALL BE FINE ENOUGH TO STAY IN SUSPENSION IN THE MIXTURE TO THE EXTENT REQUIRED FOR PROPER FLOW. THE ENGINEER RESERVES THE RIGHT TO REJECT THE SAND IF THE FLOWABLE MIXTURE CANNOT BE PRODUCED.

D. WATER USED FOR MORTAR BACKFILL SHALL BE FREE FROM OIL, ACID, STRONG ALKALIDIES OR VEGETABLE MATTER.

E. SLUMPS MEASURED IN THE ORDINARY WAY WILL BE 8" OR HIGHER FOR PROPER PLACEMENT OF THE FLOWABLE MATERIAL.

MORTAR MIX PROPORTIONING: THE INITIAL TRIAL MIXTURE SHALL CONSIST OF THE FOLLOWING QUANTITIES OF MATERIALS PER CUBIC YARD:

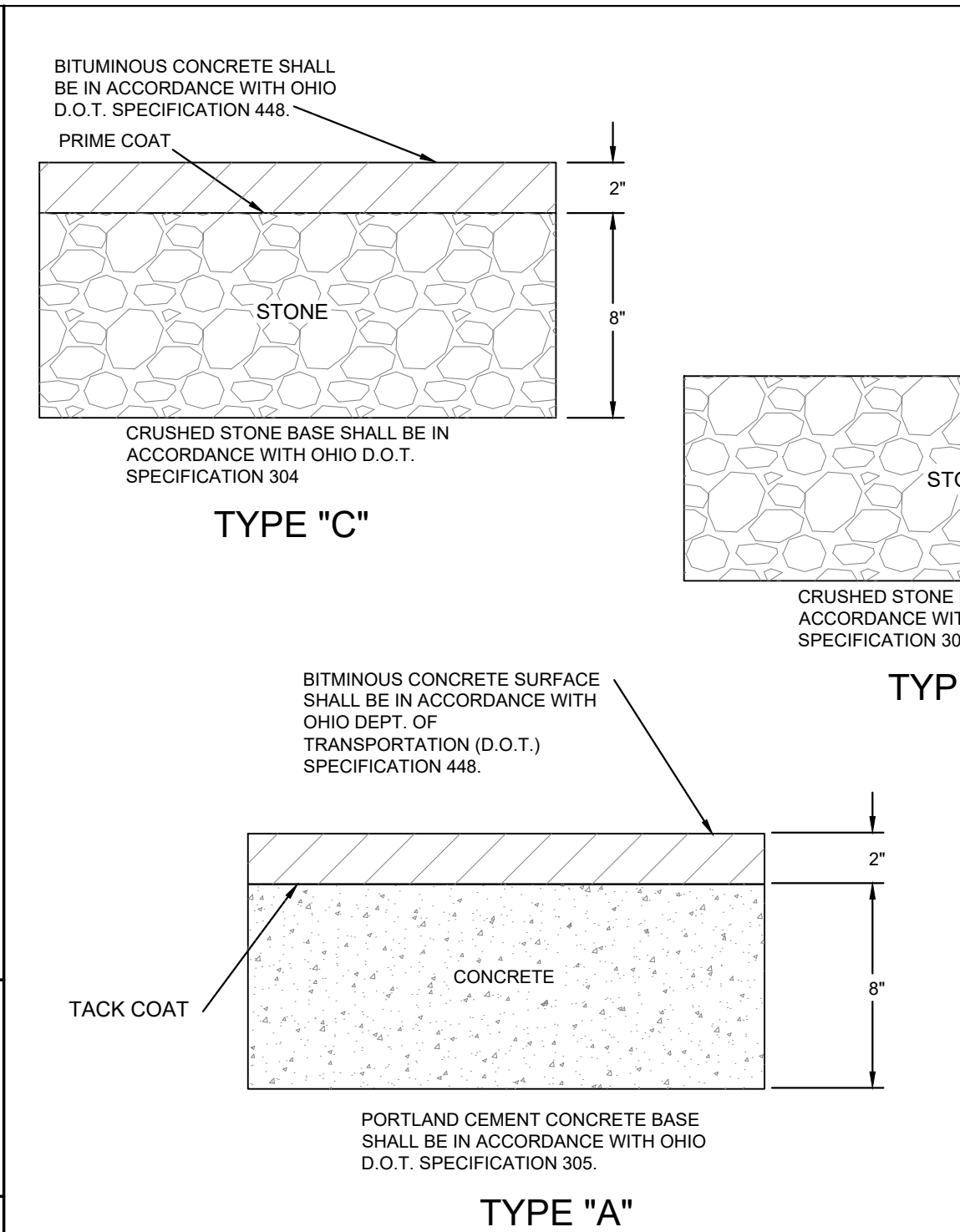
CLASS	LSM - 50
CEMENT	50 LBS.
FLY ASH	250 LBS.
SAND	2910 LBS.
WATER (TARGET)	500 LBS.

ADJUSTMENTS TO THE PROPORTIONS MAY BE MADE BY THE ENGINEER PROVIDING THE TOTAL ABSOLUTE VOLUME OF THE MATERIALS IS MAINTAINED. THIS ITEM WILL BE INCLUDED IN THE STANDARD 603 INSULATION, THIS WILL NOT BE AN ADDITIONAL PAY ITEM, BUT REPLACEMENT FOR THE NORMAL BACKFILL.

CONCRETE SIDEWALKS SHALL BE IN ACCORDANCE WITH OHIO D.O.T. SPECIFICATION 608

SIDEWALK  
RESTORATION DETAIL

4010



TYPE "C"

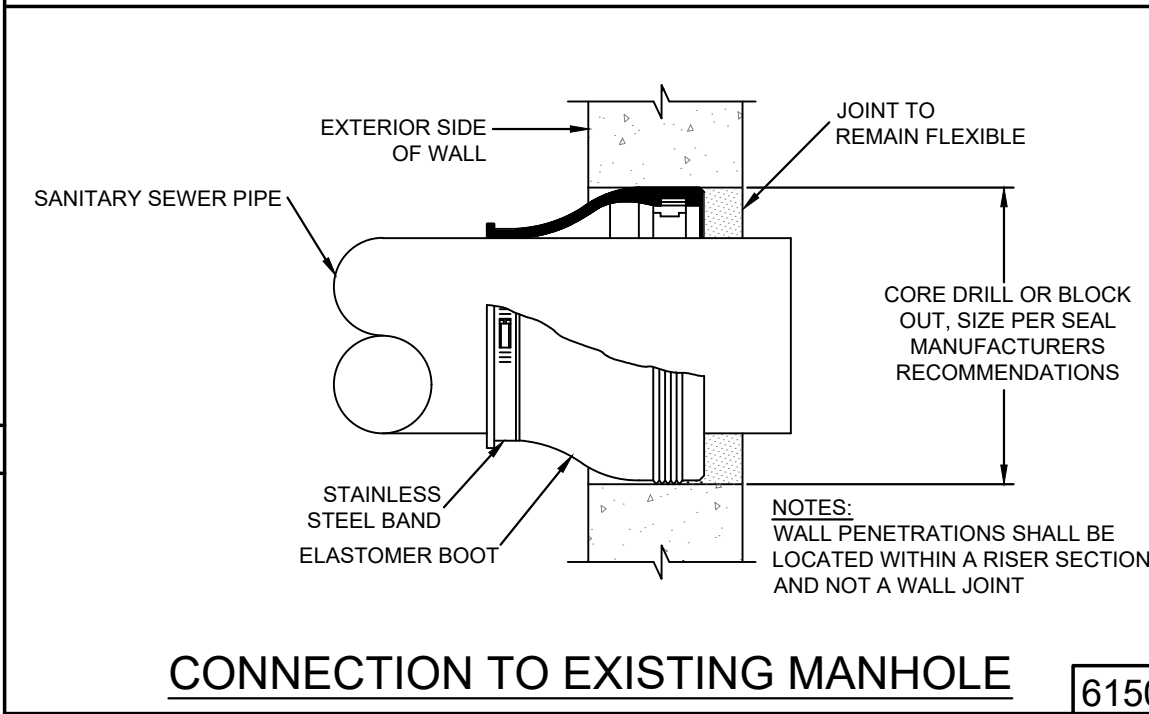
TYPE "D"

TYPE "A"

TYPE "B"

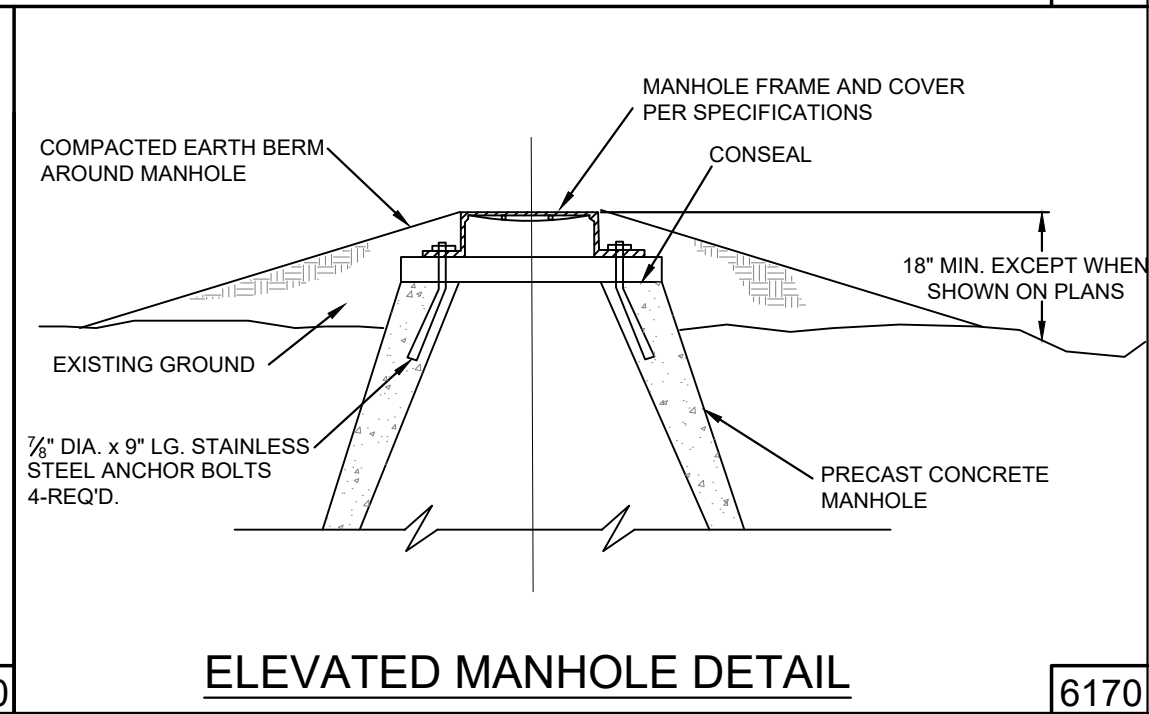
PAVEMENT REPLACEMENT DETAILS

4120



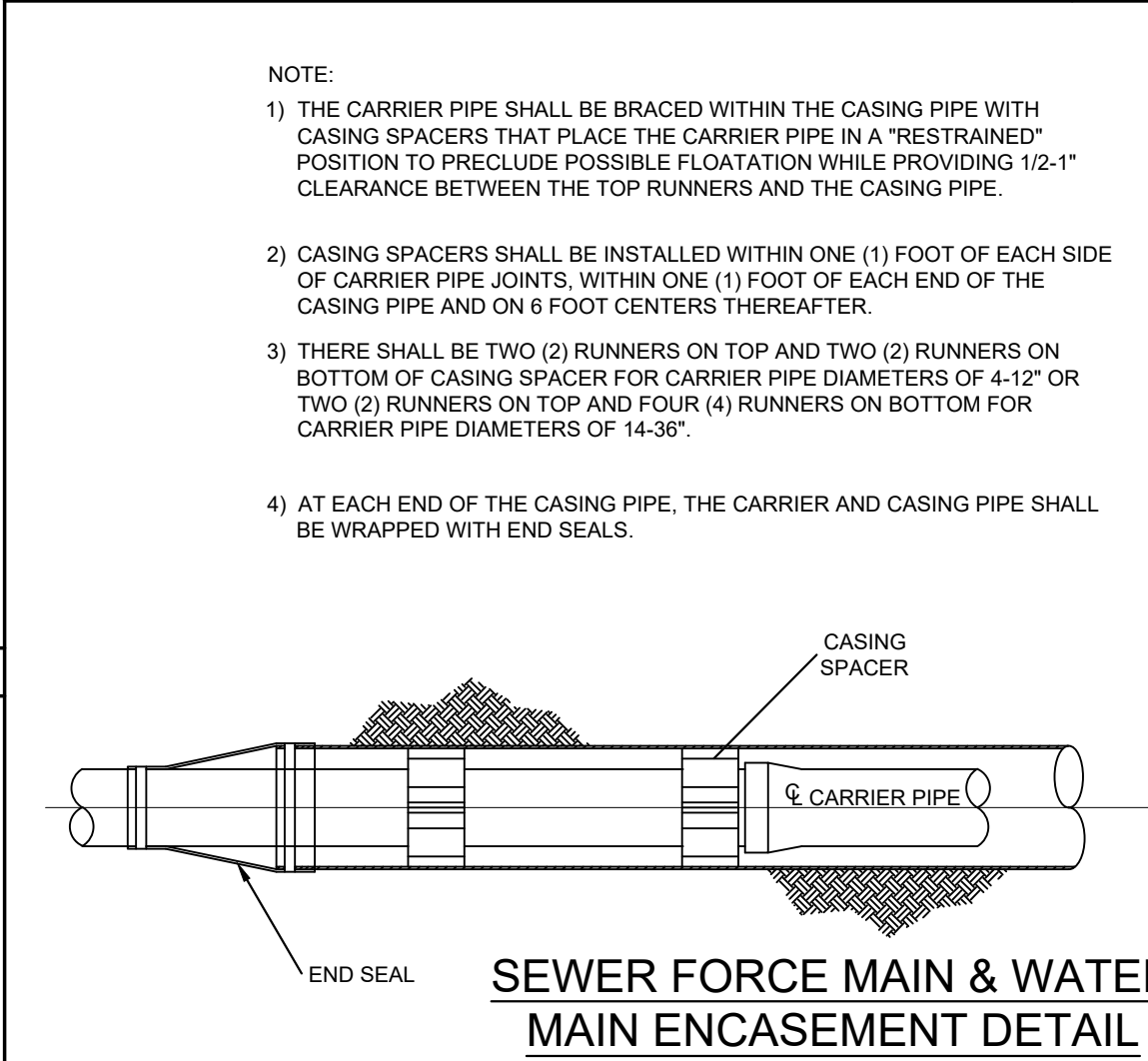
CONNECTION TO EXISTING MANHOLE

6150



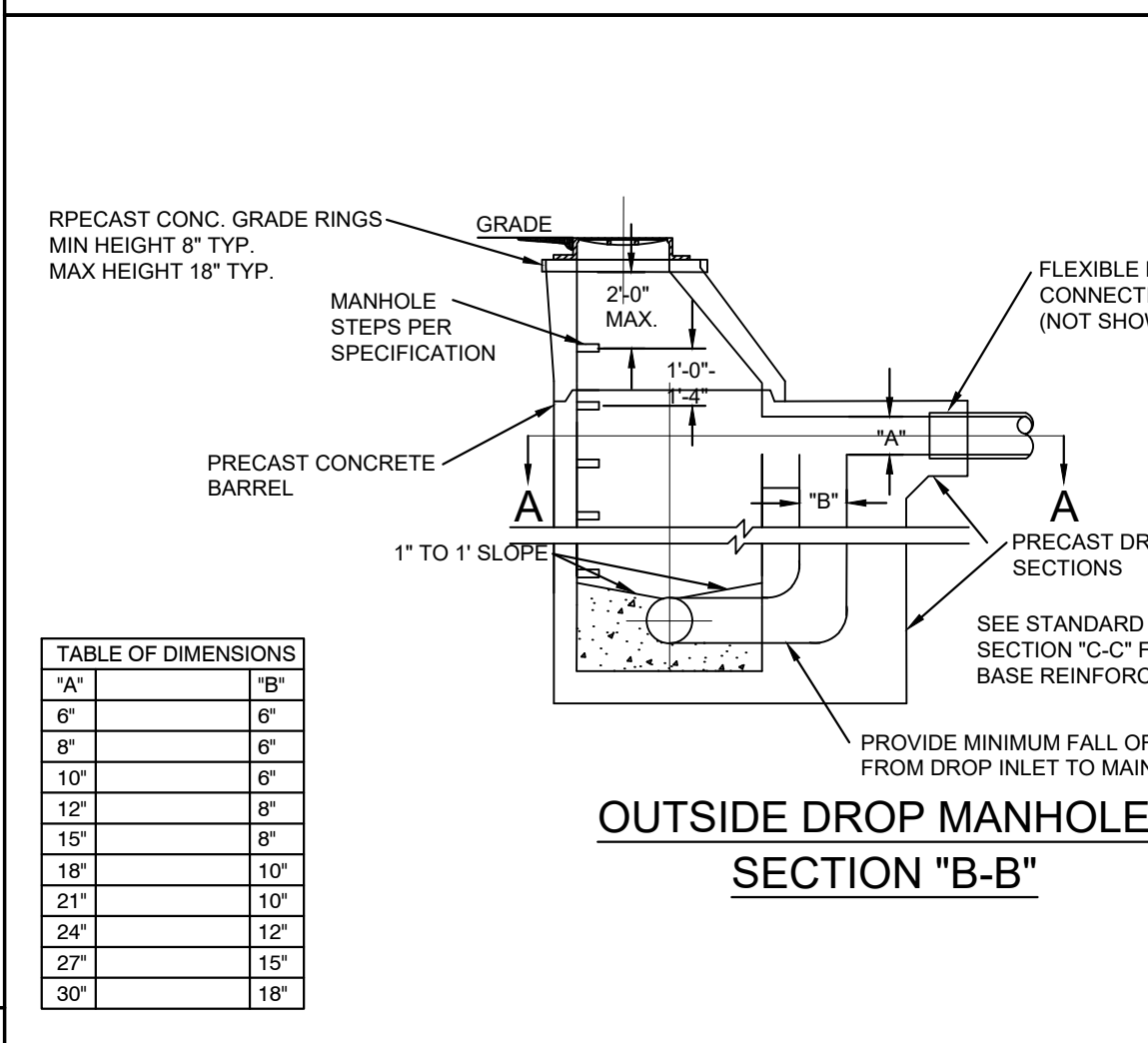
ELEVATED MANHOLE DETAIL

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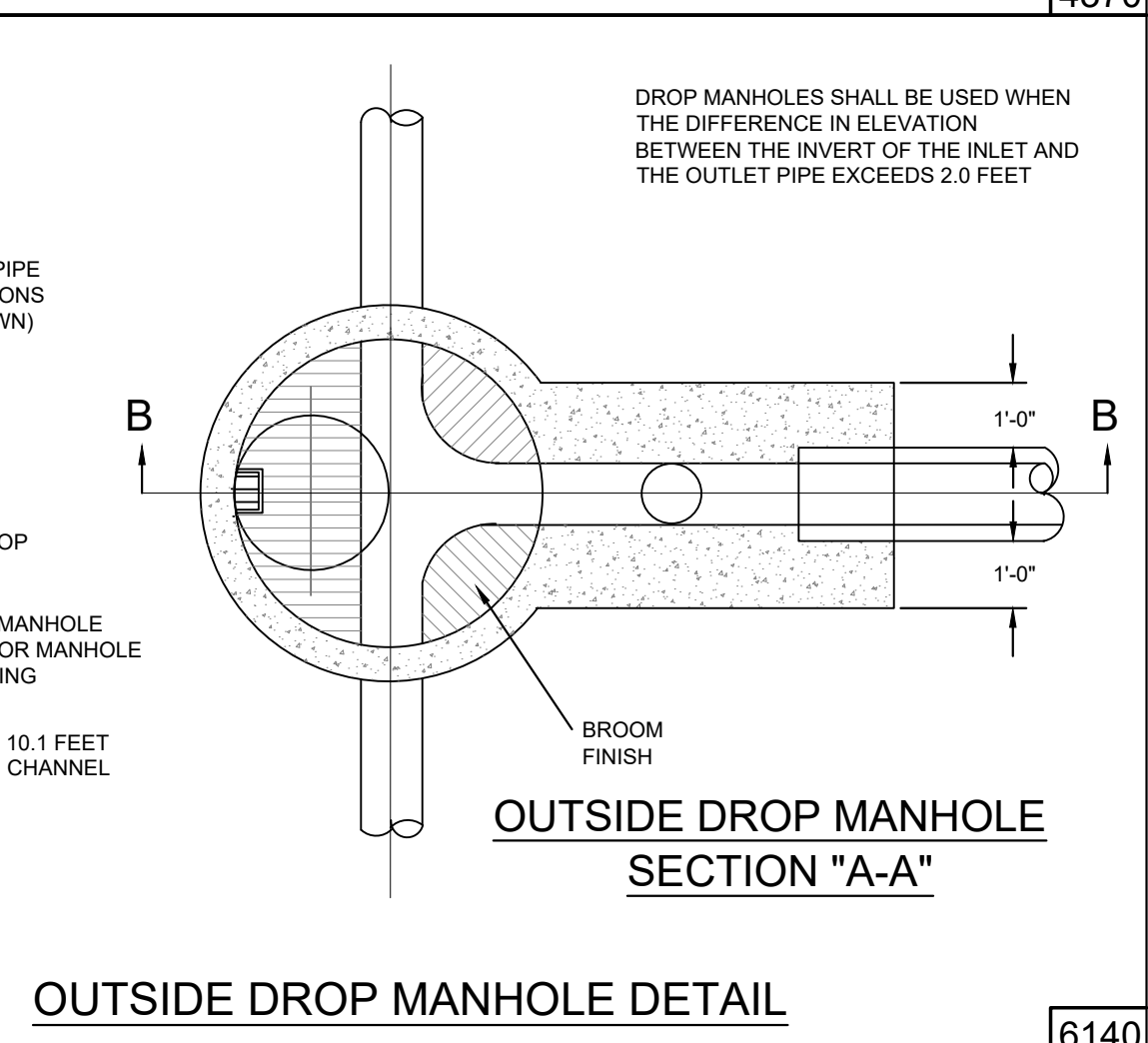


SEWER FORCE MAIN & WATER  
MAIN ENCASEMENT DETAIL

4370

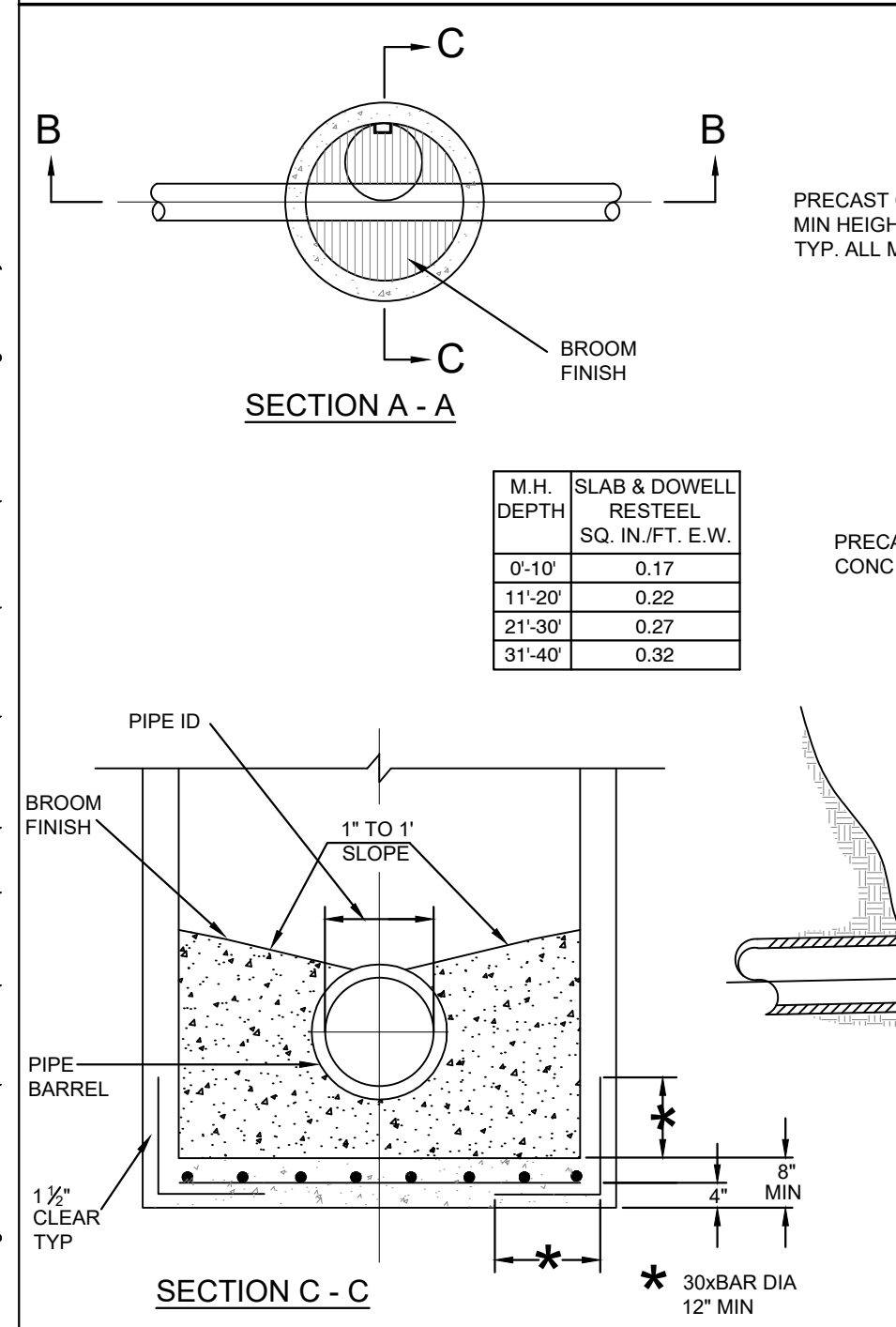


OUTSIDE DROP MANHOLE  
SECTION "B-B"



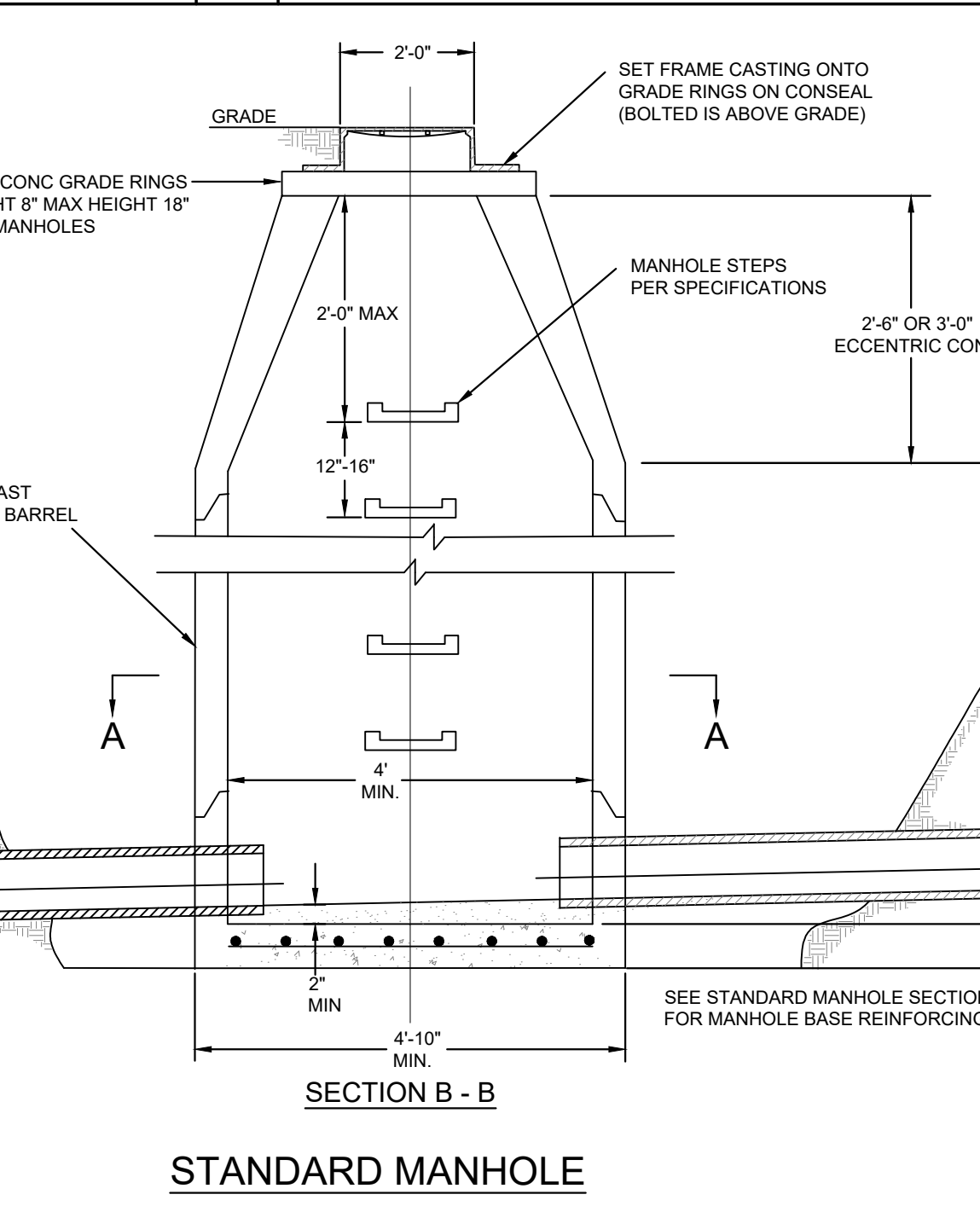
OUTSIDE DROP MANHOLE  
SECTION "A-A"

6140



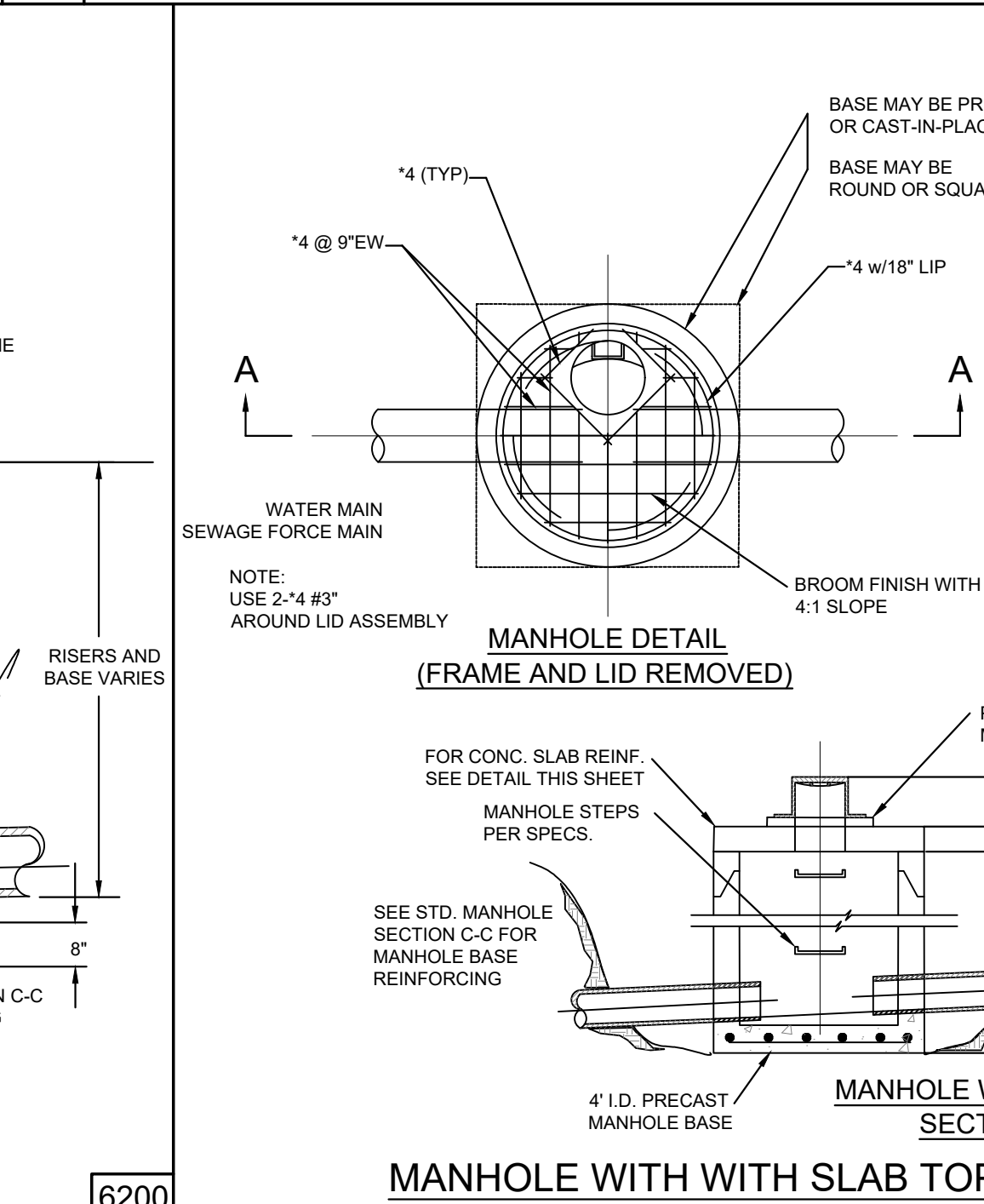
STANDARD CAST IN-PLACE MANHOLE

6130



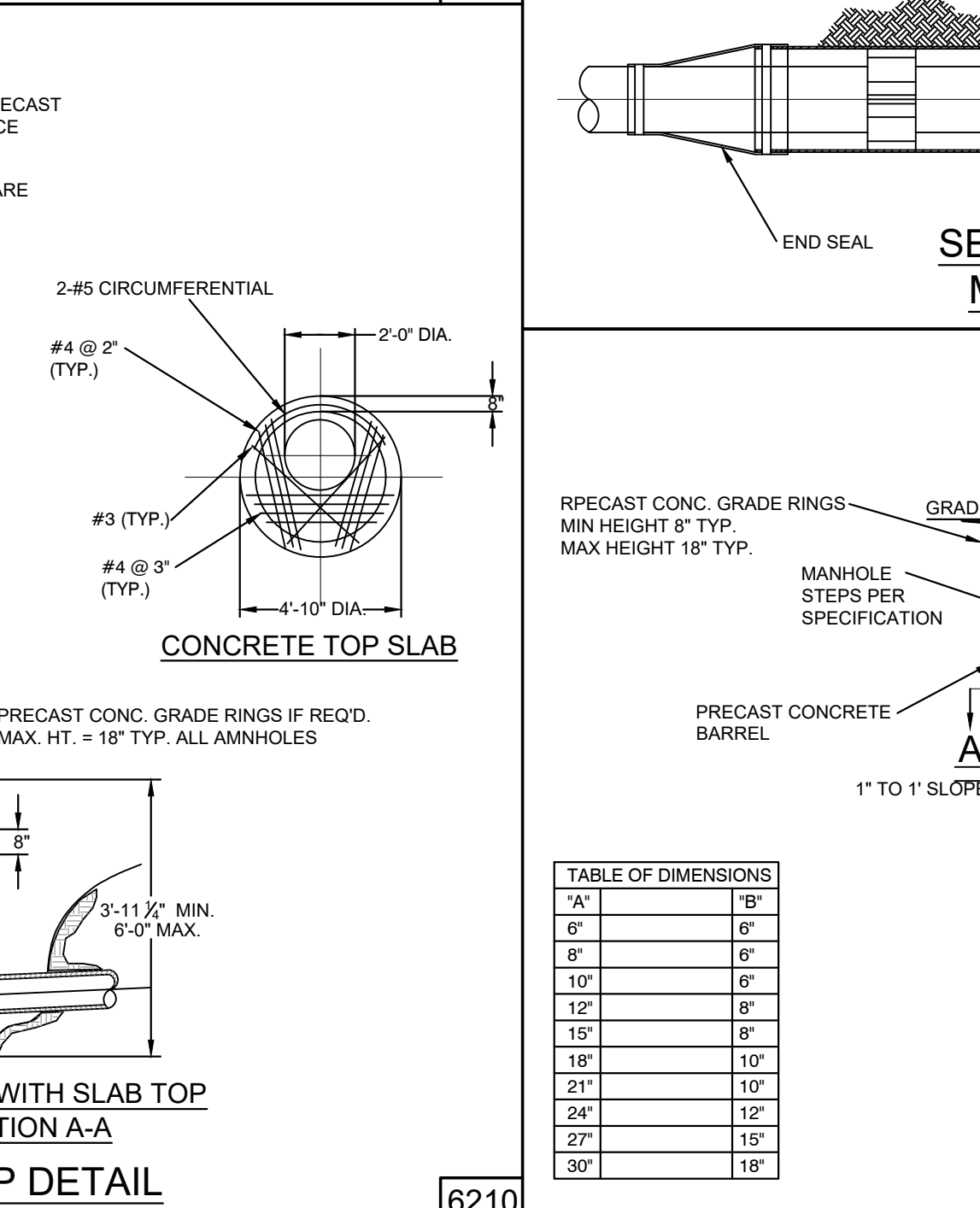
TYPICAL TRENCH DETAIL  
SEWER INSTALLATION

6270



DEAD END MANHOLE DETAIL

6190

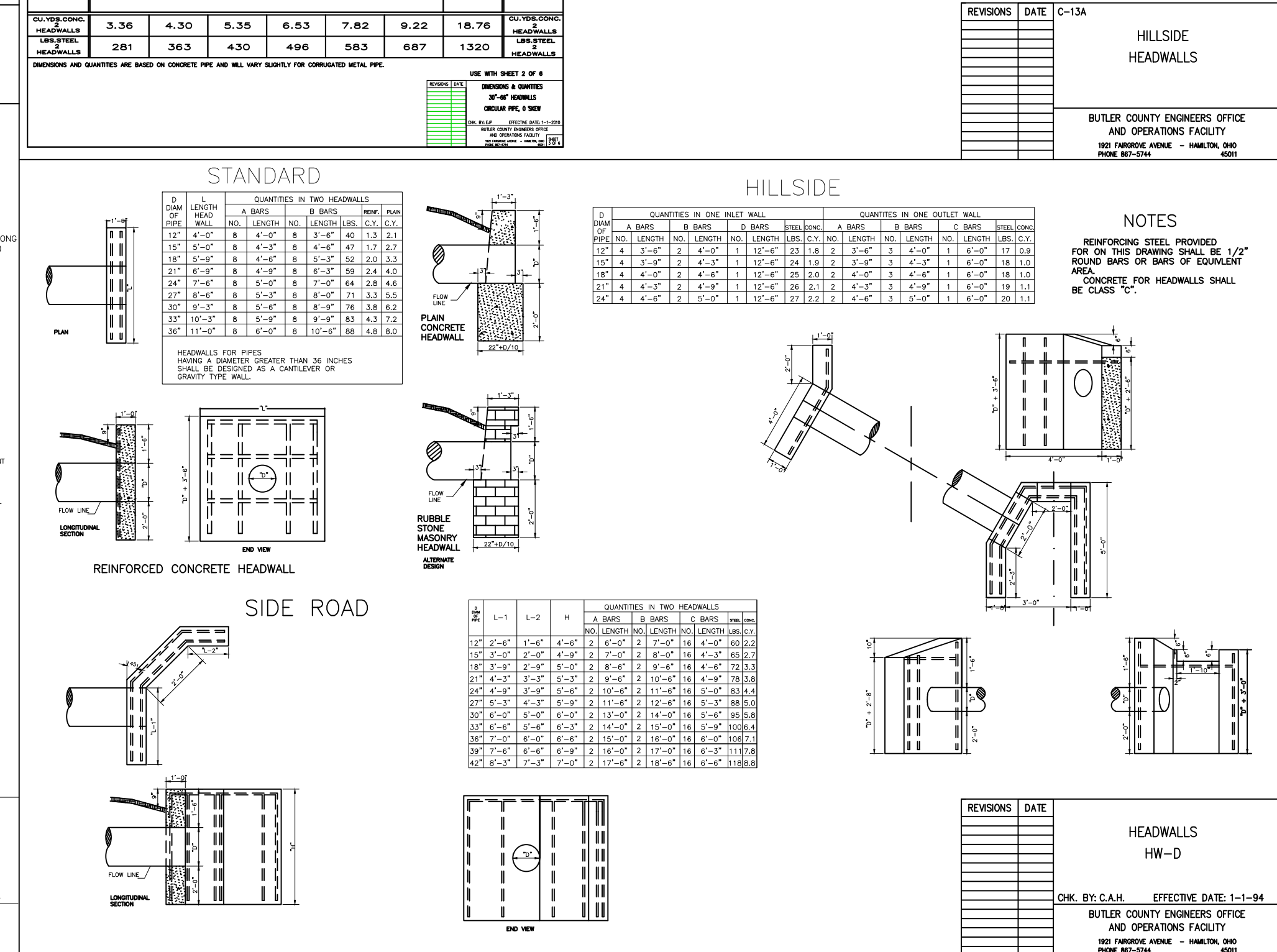
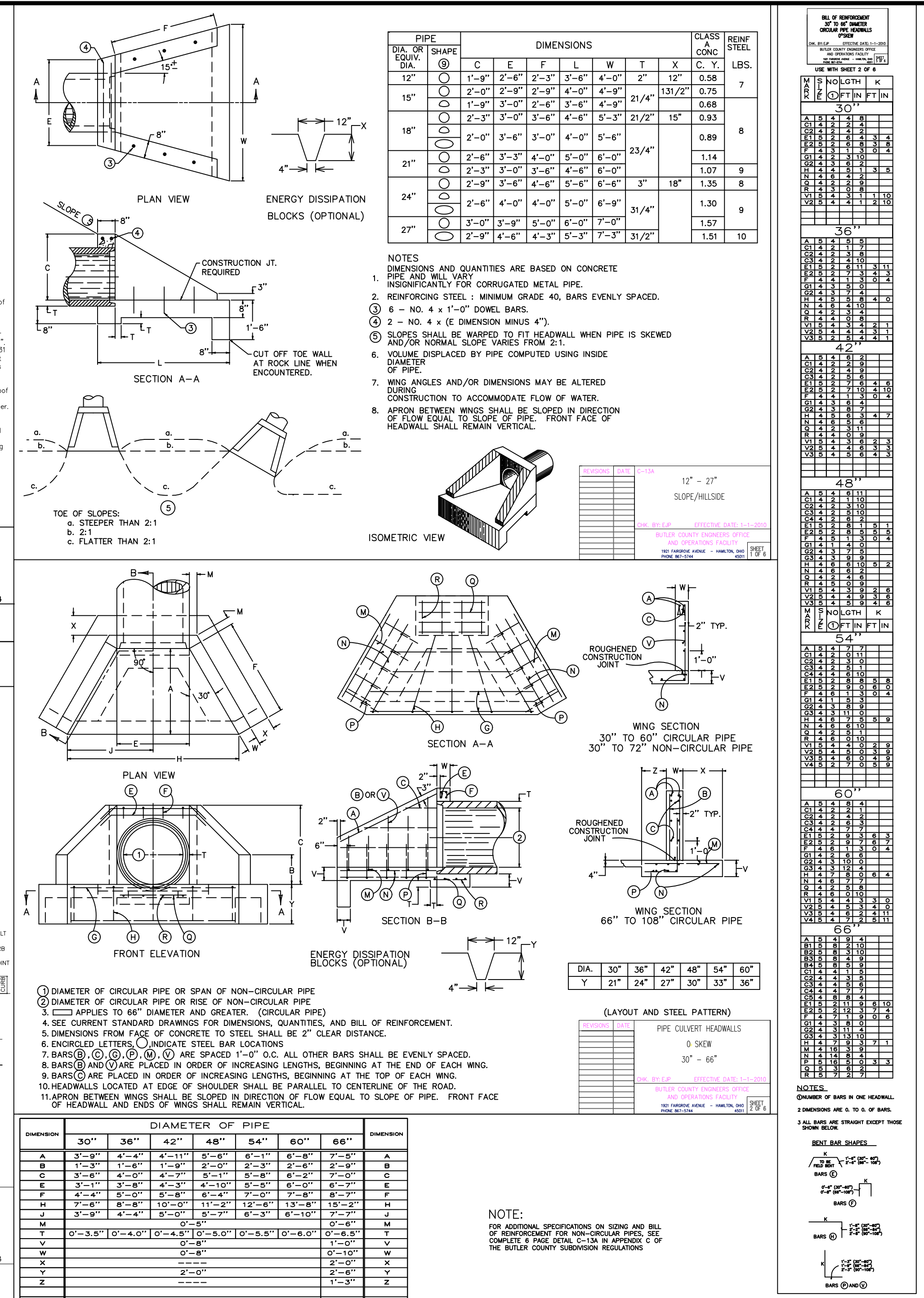
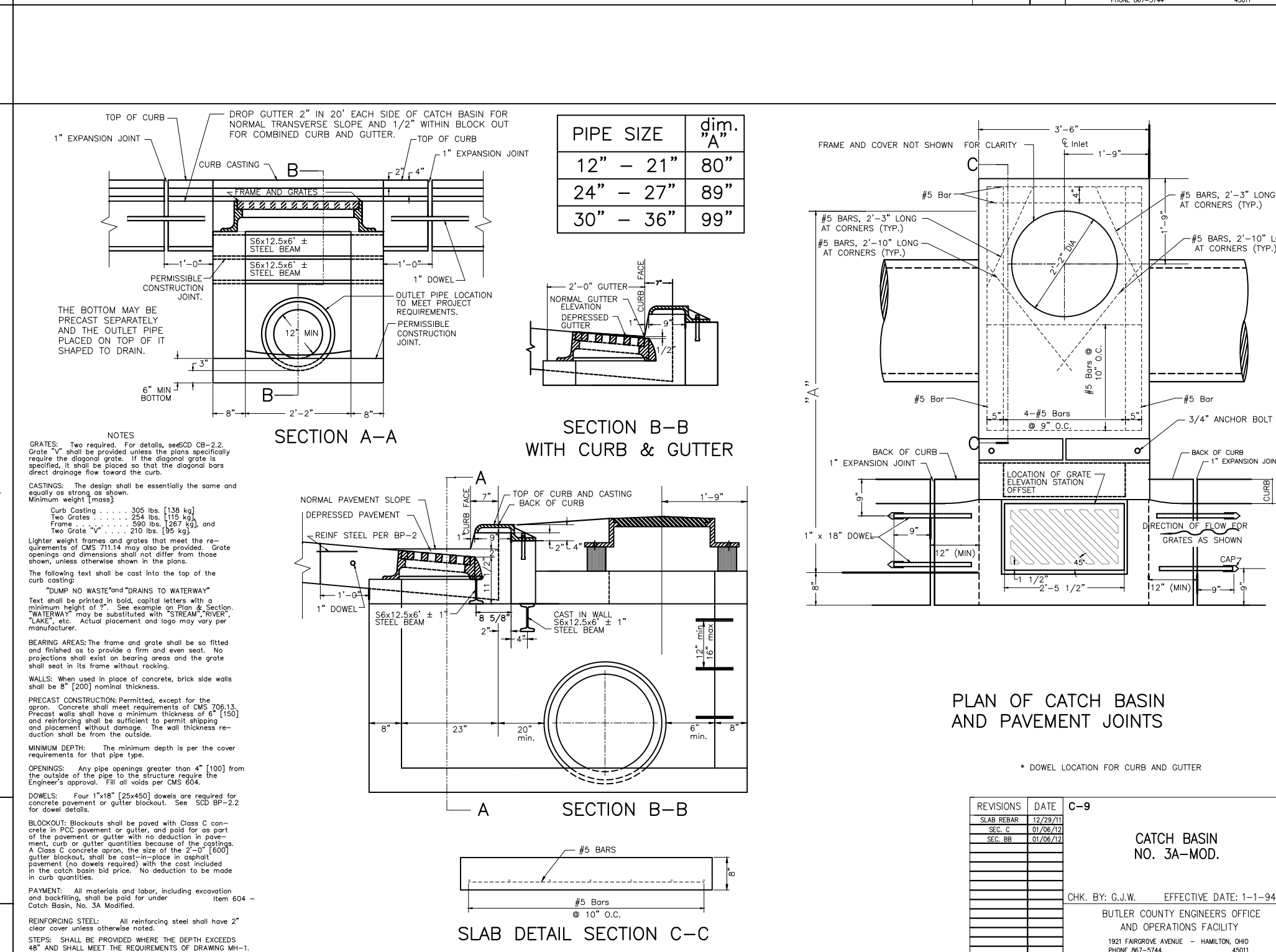
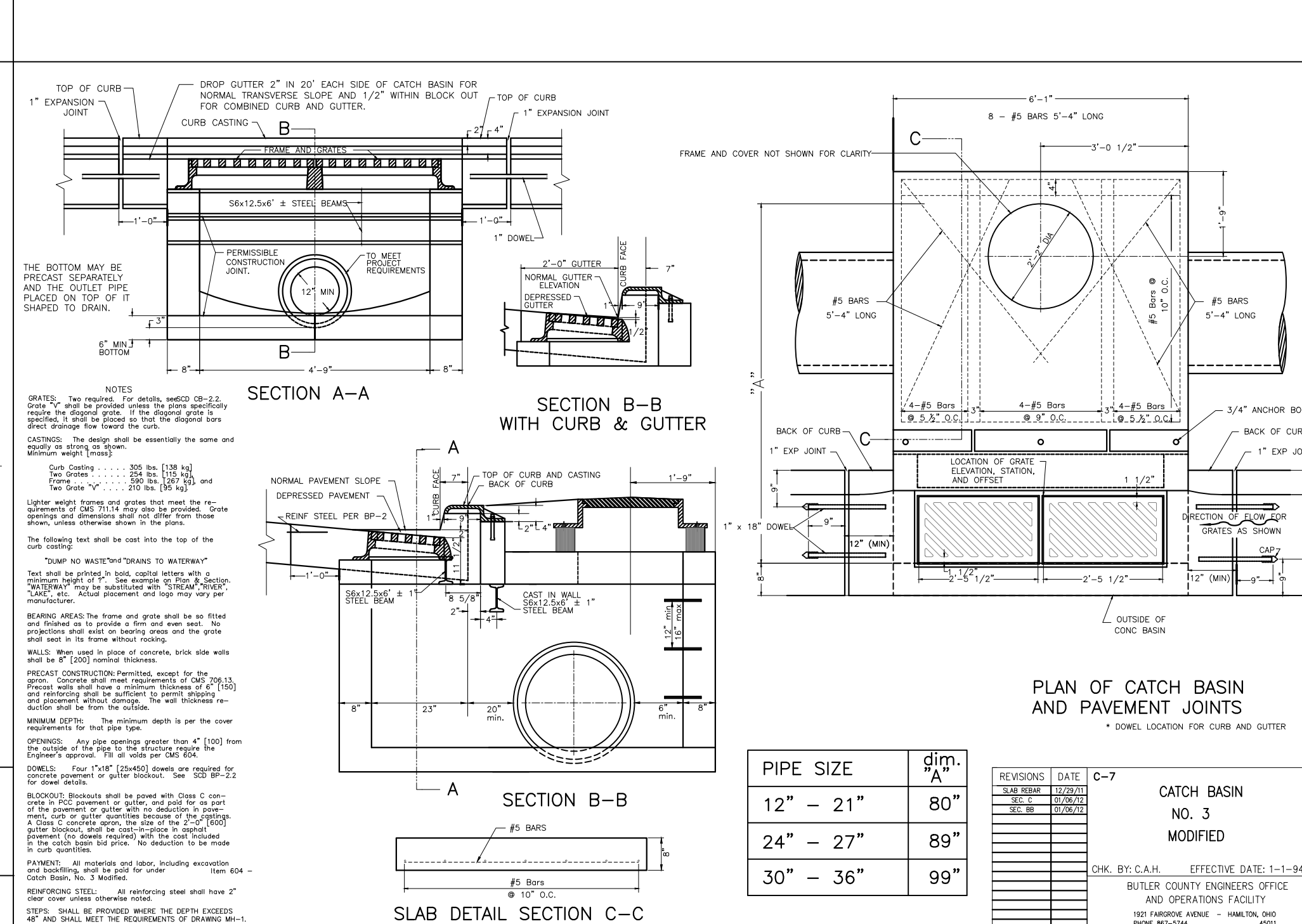
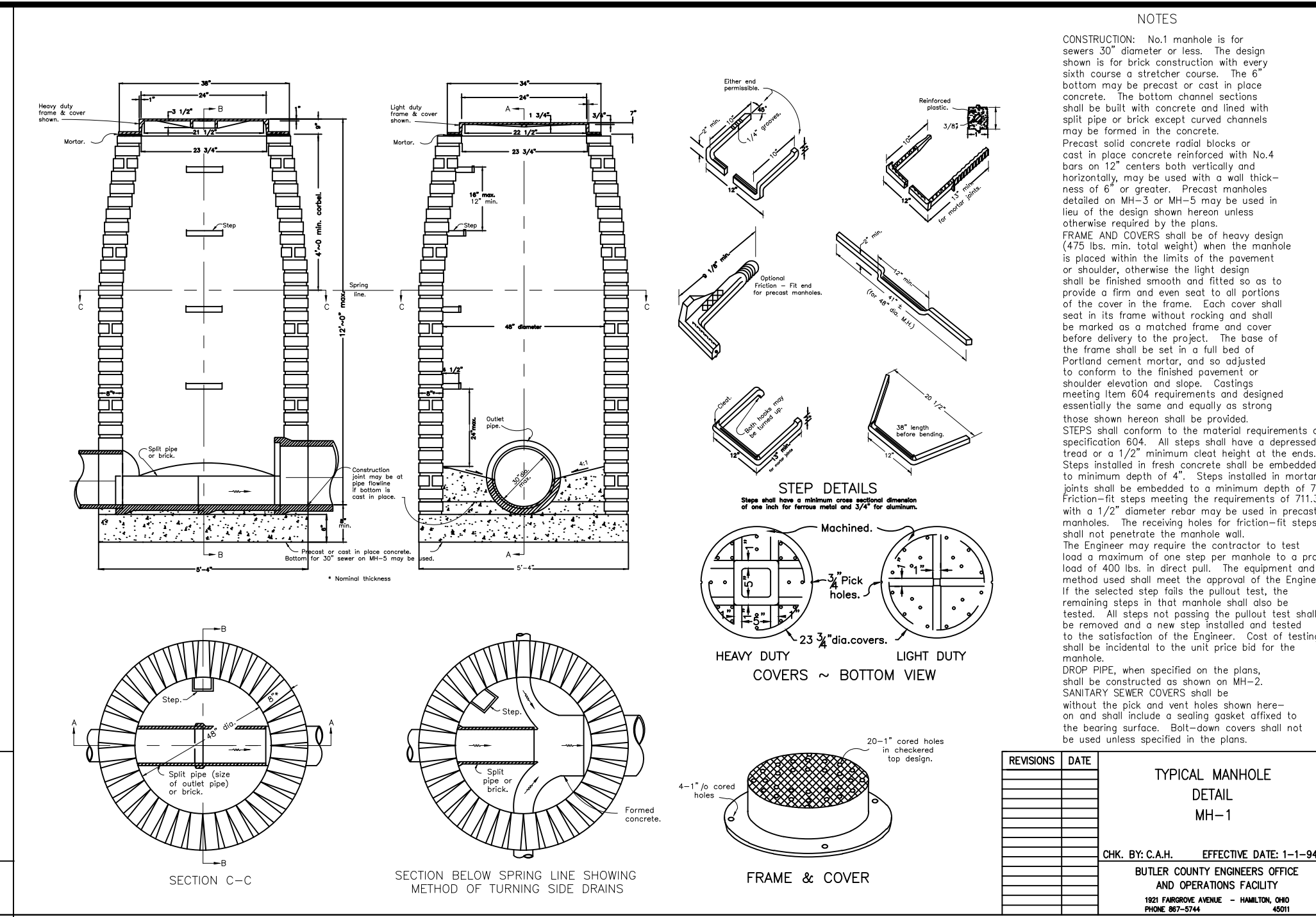
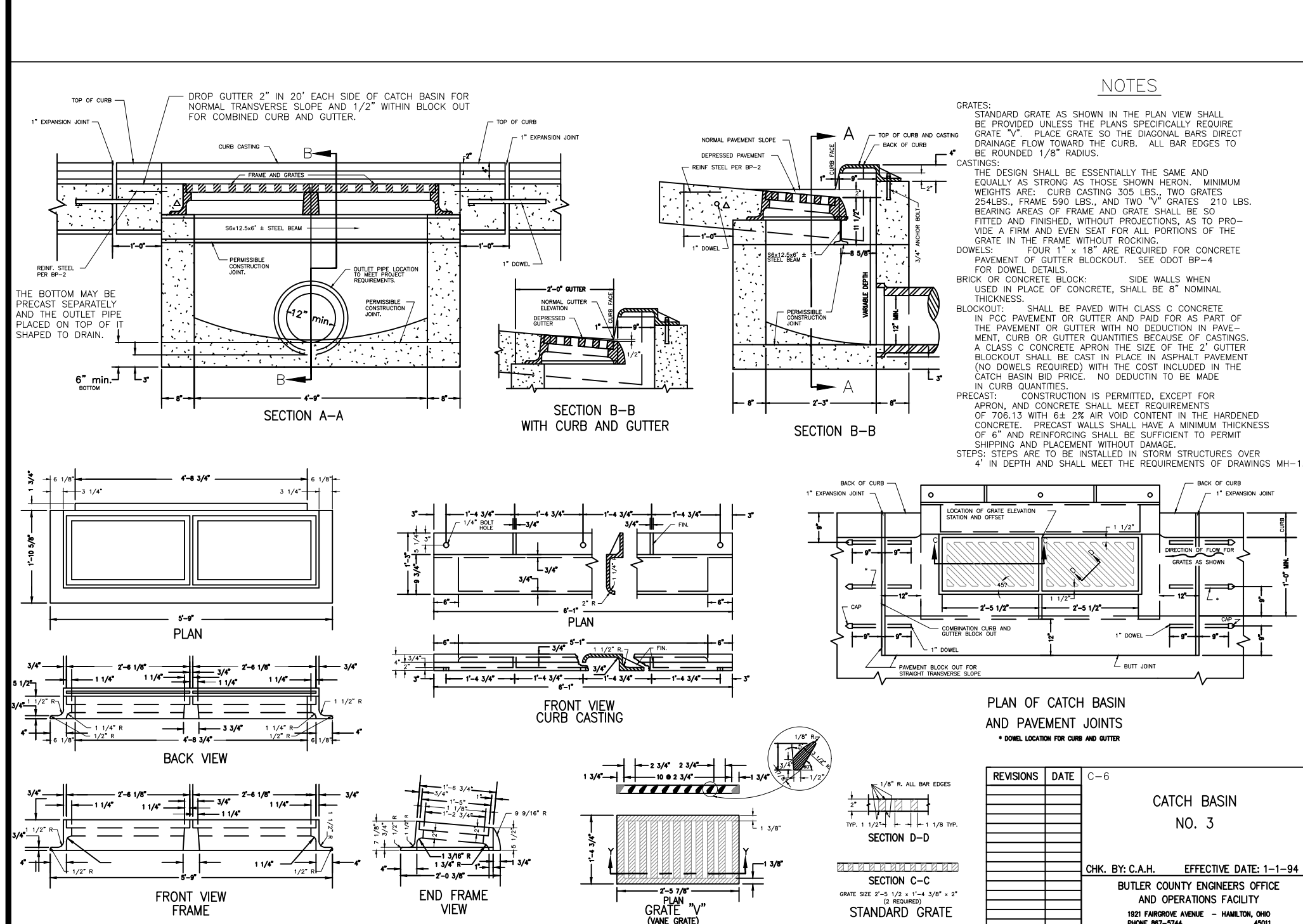
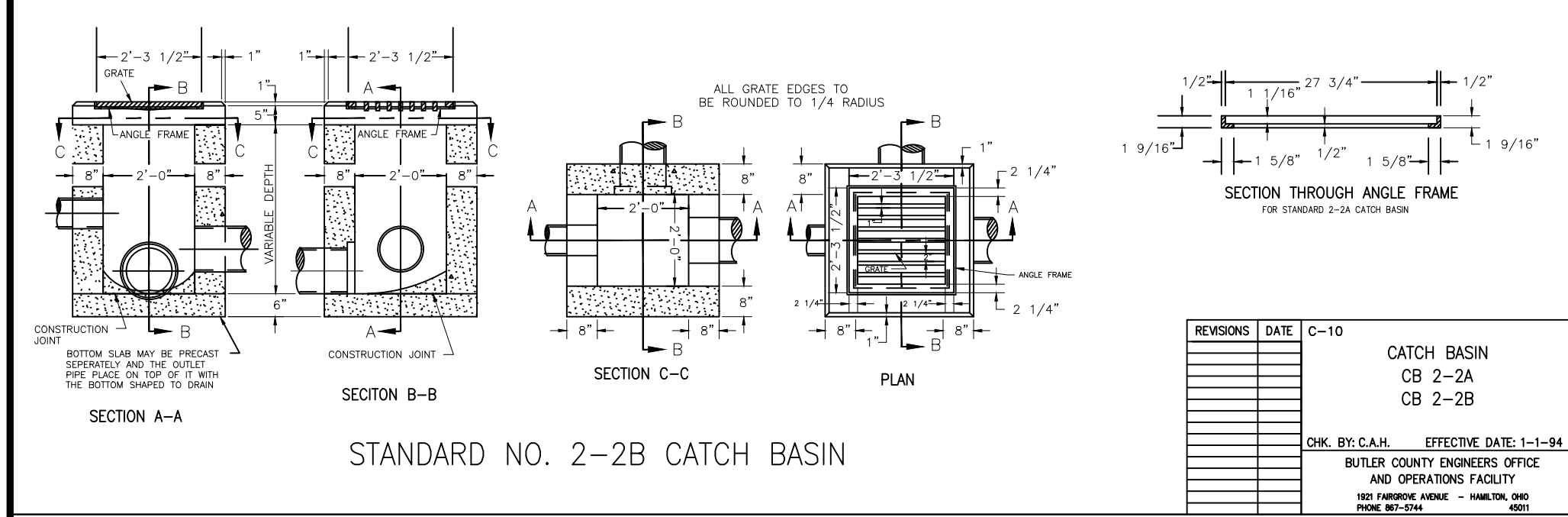
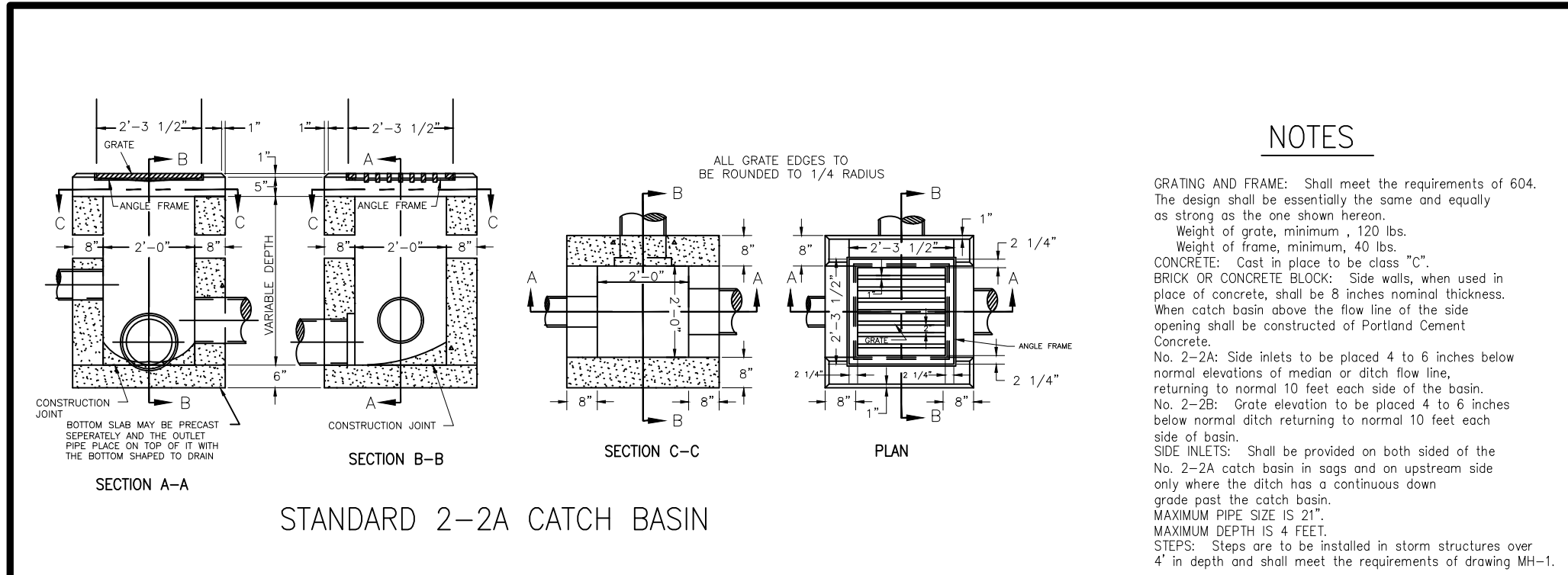


MANHOLE WITH WITH SLAB TOP DETAIL

6210

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MSP

DESIGN

McGill Smith Punshon

■ Architecture

■ Engineering

■ Landscape Architecture

■ Planning

■ Surveying

3700 Park 42 Drive

Suite 190B

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Phone 513.759.0004

www.mspdesign.com

Project Manager BMG  
Drawn By BMG  
DWG 20643006-PLA-00  
X-Ref(s) ACAD-20122218-0171 CD-Model

Issue/Revision	No.	Date

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PEAKS OF ASPEN TRAILS

LANDSCAPE PLANS

PRINCETON GLENDALE RD AND ASPENWOOD DR

LIBERTY TOWNSHIP, OH

Sheet Title

LANDSCAPE PLAN

Project Number 20643.00

Drawing Scale 1" = 30'

Sheet Number L1

File Number 20643

OHIO

Utilities Protection

SERVICE

Call Before You Dig

1-800-362-2764

CALL TWO WORKING DAYS BEFORE YOU DIG  
(NON MEMBERS MUST BE CALLED DIRECTLY)

N:\land projects\20000\20643006\20643006-PLA-00.dwg, L2, 1/6/2021 4:06:27 PM, bryang, 1:1



PLANT SCHEDULE STREETSCAPE BUFFER

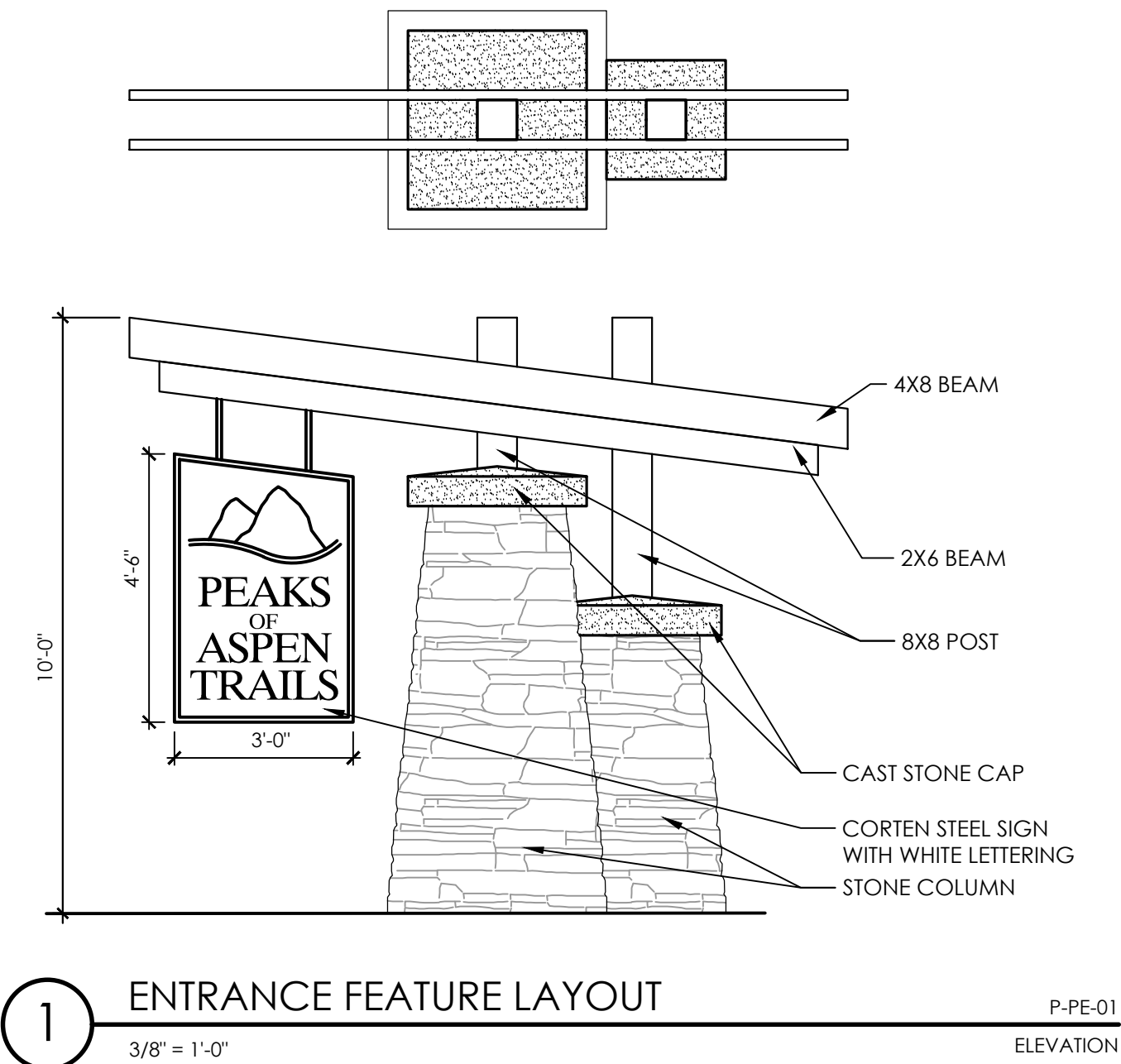
EVERGREEN TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE
KEJ	14	Juniperus chinensis 'Keteleeri'	Keteleeri Chinese Juniper	6'-7' B&B
NS	50	Picea abies	Norway Spruce	6'-7' B&B
GGA	29	Thuja x 'Green Giant'	Green Giant Arborvitae	7'-8' B&B
SHADE TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE
SGM	7	Acer x freemanii 'Sienna'	Sienna Glen Maple	2 1/2' - 3' CAL. B&B
RB	17	Betula nigra	River Birch	8'-10' B&B

PLANT SCHEDULE STREET TREES

EVERGREEN TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE
NS	3	Picea abies	Norway Spruce	6'-7' B&B
GGA	6	Thuja x 'Green Giant'	Green Giant Arborvitae	7'-8' B&B
ORNAMENTAL TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE
MS	3	Magnolia virginiana	Sweet Bay Magnolia	8'-10' B&B
SHADE TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE
BBM	24	Acer rubrum 'Magnificent Magenta' TM	Burgundy Belle Maple	2 1/2' - 3' CAL. B&B
RB	3	Betula nigra	River Birch	8'-10' B&B
EH	10	Carpinus betulus	European Hornbeam	2 1/2' - 3' CAL. B&B
ELP	17	Platanus x acerifolia 'Morton Circle' TM	Exclamation! London Plane Tree	2 1/2' - 3' CAL. B&B
UPE	12	Ulmus x 'Patriot'	Patriot Elm	2 1/2' - 3' CAL. B&B
EVERGREEN SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE
JBL	3	Juniperus chinensis 'Blue Point'	Blue Point Juniper	6'-7' B&B
ORNAMENTAL GRASSES	QTY	BOTANICAL NAME	COMMON NAME	SIZE
KFG	10	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	#2 CONT.

PLANT SCHEDULE ENTRANCE FEATURE

DECIDUOUS SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE
CPB	11	Berberis thunbergii 'Crimson Pygmy'	Crimson Pygmy Barberry	#3 CONT.
EVERGREEN SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE
JBL	3	Juniperus chinensis 'Blue Point'	Blue Point Juniper	6'-7' B&B
ORNAMENTAL GRASSES	QTY	BOTANICAL NAME	COMMON NAME	SIZE
KFG	12	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	#2 CONT.
PERENNIALS	QTY	BOTANICAL NAME	COMMON NAME	SIZE
SDD	23	Hemerocallis 'Stella de Oro'	Stella de Oro Daylily	#1 CONT.
EPP	27	Phlox subulata 'Emerald Pink'	Emerald Pink Creeping Phlox	#1 CONT.



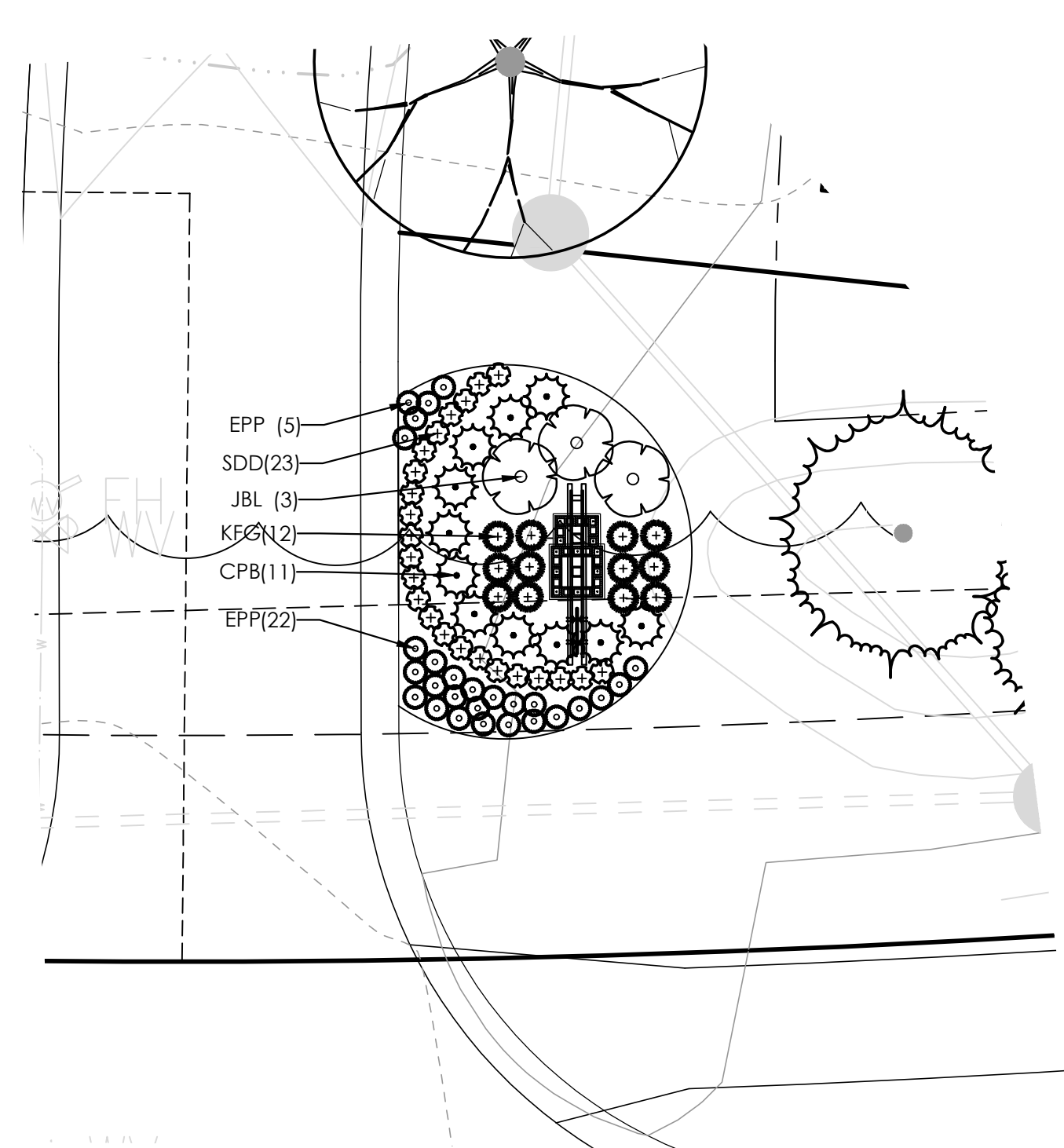
LANDSCAPE REQUIREMENTS

STREETSCAPE BUFFER - 1 TREE PER 40 LINEAR FEET  
1366 FT / 40 = 34.15 (35 TREES)

1 TREE PER PARCEL FOR EACH RESIDENCE

ENTRANCE FEATURE LANDSCAPE

SCALE: 1" = 10'



Issue/Revision	No.	Date

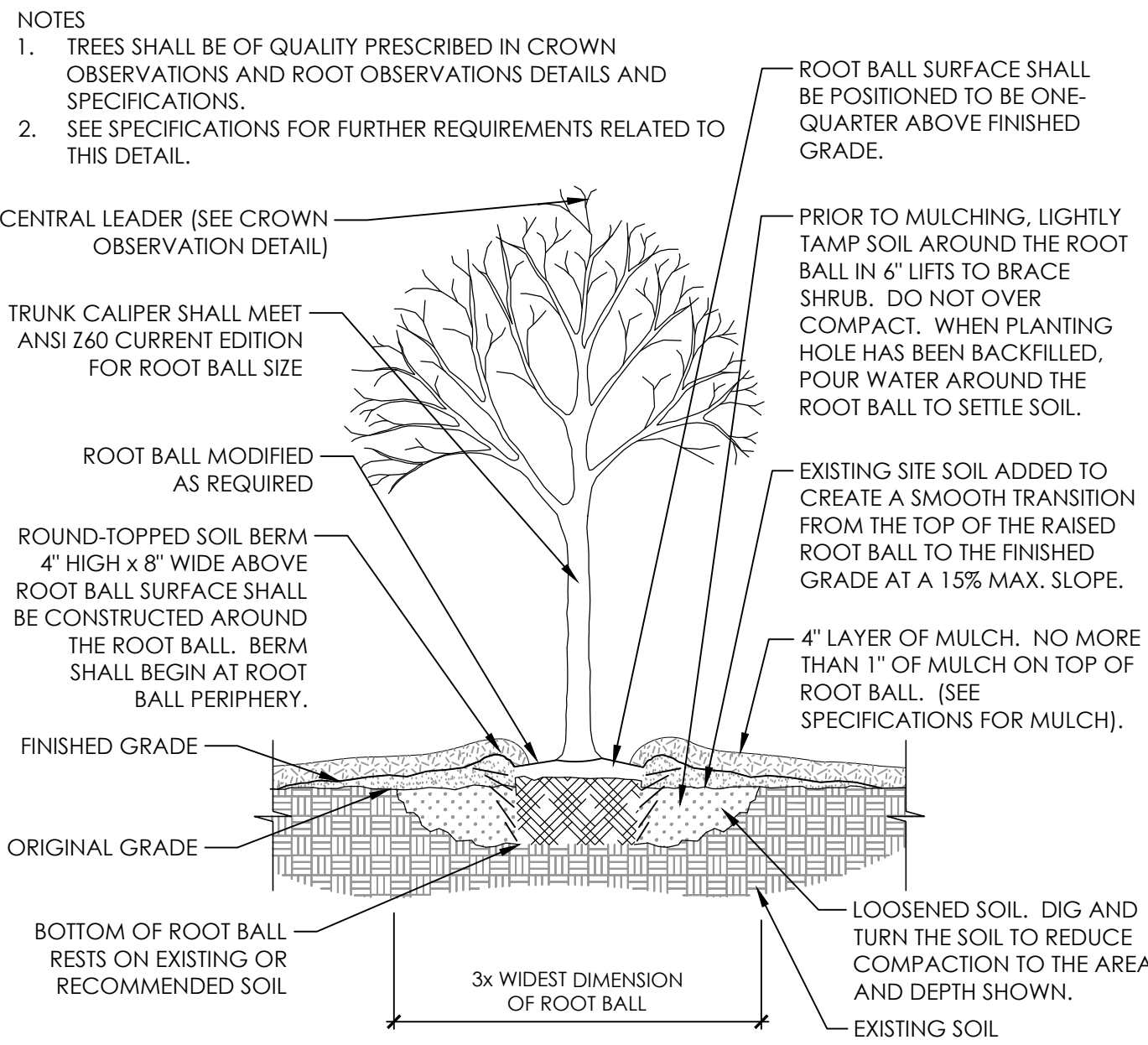
PEAKS OF ASPEN TRAILS  
LANDSCAPE PLANS

PRINCETON GLENDALE RD AND ASPENWOOD DR  
LIBERTY TOWNSHIP, OH

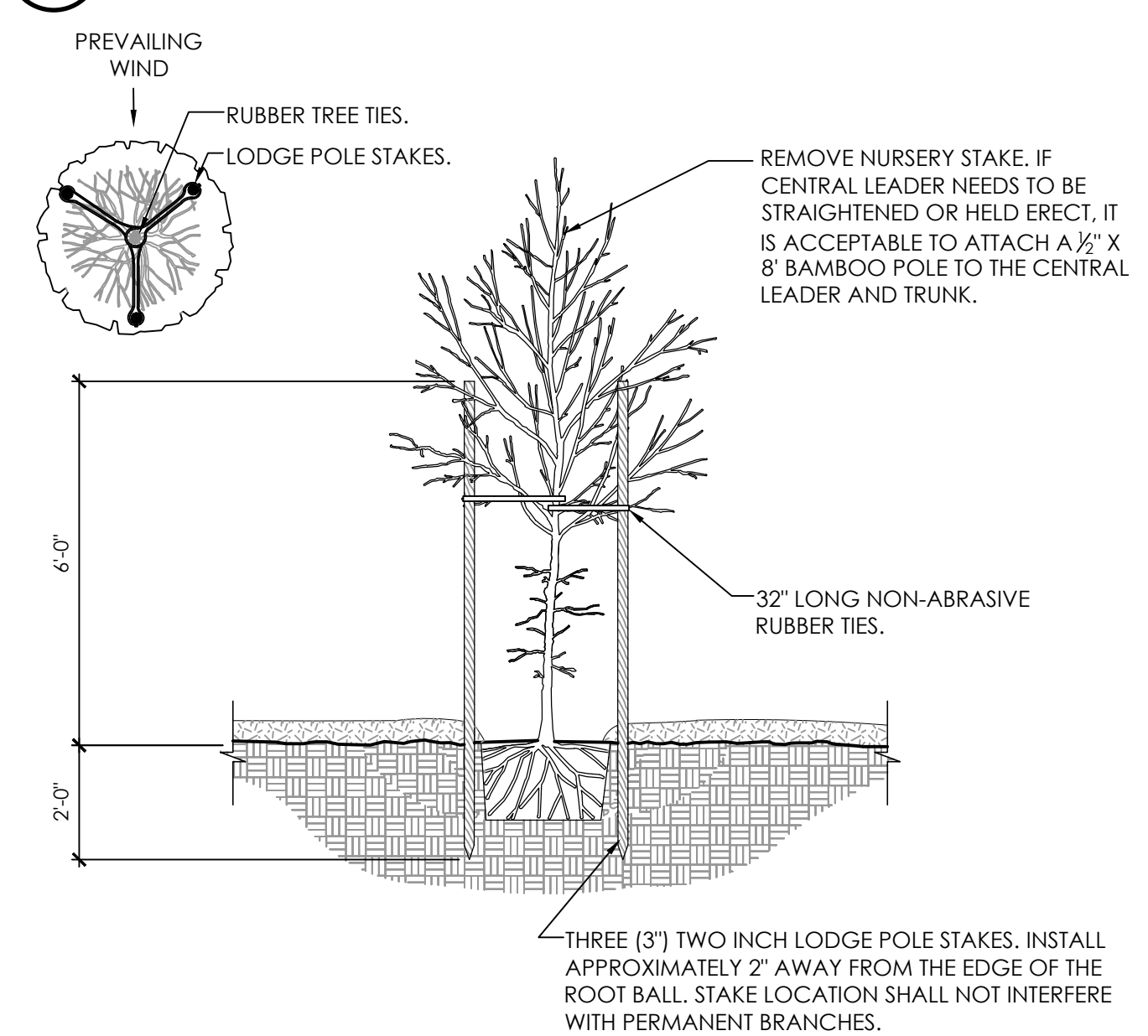
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LANDSCAPE PLAN

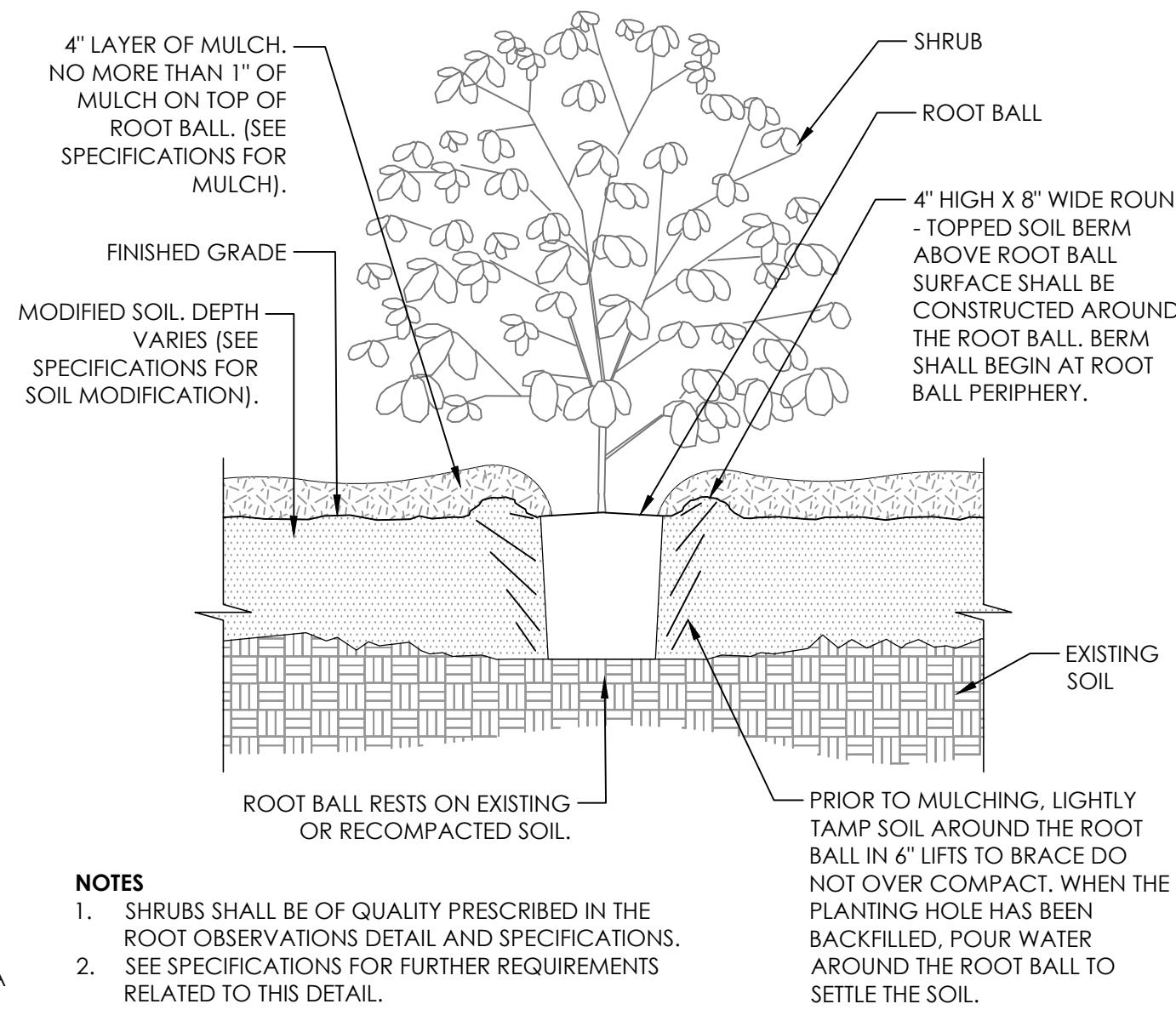
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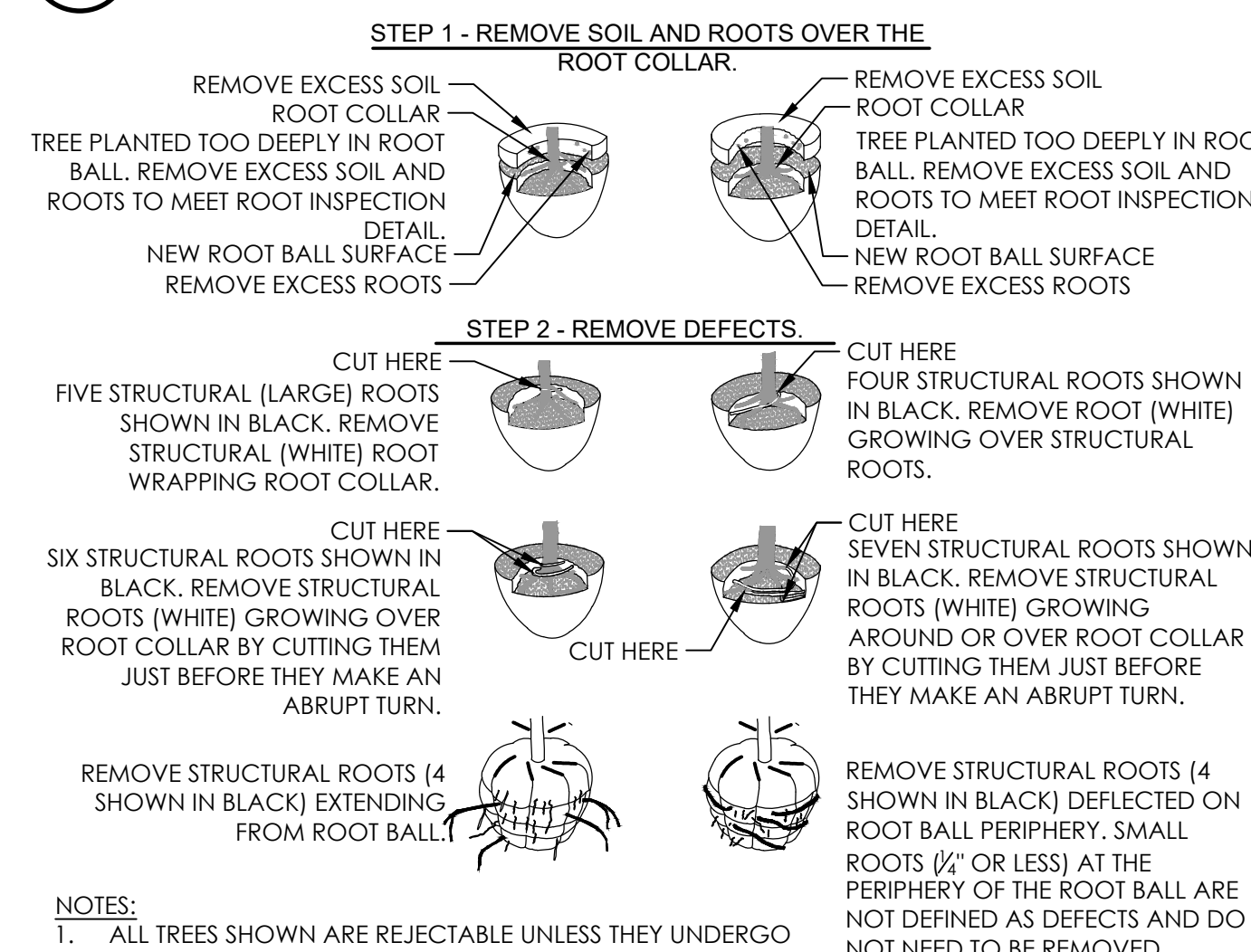
**1 TREE PLANTING** 329303-05  
NOT TO SCALE SECTION



**3 TREE STAKING - POLES** 329303-09  
NOT TO SCALE SECTION-PLAN



**2 SHRUB PLANTING IN MODIFIED SOIL** 329302-03  
NOT TO SCALE SECTION



- NOTES:
- ALL TREES SHOWN ARE REJECTABLE UNLESS THEY UNDERGO RECOMMENDED CORRECTION.
  - FIRST STEP 1, THEN STEP 2. ADJUST HOLE DEPTH TO ALLOW FOR THE REMOVAL OF EXCESS SOIL AND ROOTS OVER THE ROOT COLLAR.
  - ROOTS AND SOIL MAY BE REMOVED DURING THE CORRECTION PROCESS; SUBSTRATE/SOIL SHALL BE REPLACED AFTER THE CORRECTION HAS BEEN COMPLETED.
  - TREES SHALL PASS ROOT OBSERVATIONS DETAIL FOLLOWING CORRECTION.

**4 ROOT CORRECTION - BALL AND BURLAPPED** 329304-05  
NOT TO SCALE SECTION-ELEVATION

## GENERAL NOTES - PLANTING

- LANDSCAPE CONTRACTOR IS TO VERIFY LOCATIONS OF ALL UTILITIES WITH THE OWNER, OWNER'S REPRESENTATIVE, GENERAL CONTRACTOR, CONSTRUCTION MANAGER OR DESIGN BUILDER AND UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING IN THE FIELD ACTUAL LOCATIONS AND ELEVATIONS OF EXISTING UTILITIES, WHETHER INDICATED ON PLANS OR NOT. LANDSCAPE CONTRACTOR MUST CALL THE UTILITIES PROTECTION SERVICE A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION. LANDSCAPE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR DAMAGE OF UTILITY LINES, WHICH IS CAUSED BY THEIR ACTIONS OR THE ACTIONS OF THEIR CONSULTANTS.
- LANDSCAPE CONTRACTOR TO EXAMINE FINISH SURFACE, GRADE ACCURACY AND TOPSOIL FOR DEPTH AND QUALITY; REFER TO SPECIFICATIONS (IF APPLICABLE); IF CONDITIONS ARE UNSATISFACTORY, NOTIFY OWNER, OWNER'S REPRESENTATIVE, GENERAL CONTRACTOR, CONSTRUCTION MANAGER OR DESIGN BUILDER AND DO NOT BEGIN WORK UNTIL CONDITIONS HAVE BEEN CORRECTED.
- AFTER INSTALLATION, REPAIR ALL DAMAGES MADE TO EXISTING CONDITIONS TO OWNER'S REPRESENTATIVE'S SATISFACTION.
- PLANT MATERIALS SHALL CONFORM TO THE STANDARDS OF THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION AND SHALL HAVE PASSED INSPECTION REQUIRED UNDER STATE REGULATIONS. CALL (202)-789-2900 TO OBTAIN A COPY OF THE AMERICAN STANDARD FOR NURSERY STOCK BOOKLET.
- NURSERY STOCK IDENTIFICATION TAGS SHALL NOT BE REMOVED FROM ANY PLANTING PRIOR TO INSPECTION AND APPROVAL OF INSTALLATION BY THE OWNER'S REPRESENTATIVE.
- ALL PLANTINGS TO BE CONTAINED WITHIN BARK MULCHED BED. ALL TREES LOCATED WITHIN LAWN AREAS TO BE CONTAINED WITH A 5' MULCH RING. BARK MULCH SHALL BE FINELY SHREDDED HARDWOOD, DARK IN COLOR.
- SEED ALL DISTURBED LAWN AREAS THAT ARE NOT LANDSCAPED.
- LANDSCAPE CONTRACTOR, GENERAL CONTRACTOR, CONSTRUCTION MANAGER OR DESIGN BUILDER IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE IN LAWN AREAS. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR PLANT'S LIVABILITY. REFER TO FRONT END SPECIFICATIONS IF APPLICABLE.
- ANY LANDSCAPE CONTRACTOR RECOMMENDED SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT. UNAPPROVED SUBSTITUTIONS SHALL BE REMOVED AND REPLACED WITH APPROPRIATE PLANTS.
- A COMPLETE LIST OF PLANTS, INCLUDING A SCHEDULE OF SIZES, QUANTITIES, AND OTHER COMMENTS IS SHOWN ON THE DRAWINGS (IF REQUIRED). IN THE EVENT THAT QUANTITY DISCREPANCIES OR MATERIAL OMISSIONS OCCUR IN THE PLANT SCHEDULE, THE PLANTING PLANS SHALL GOVERN.
- GENERAL CONTRACTOR, CONSTRUCTION MANAGER, DESIGN BUILDER OR LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL ORDINANCES AND SHALL MAKE CONSULTANTS AWARE OF THESE ORDINANCES.
- GENERAL CONTRACTOR, CONSTRUCTION MANAGER, DESIGN BUILDER OR LANDSCAPE CONTRACTOR TO COORDINATE CONSTRUCTION STAGING AND MATERIAL STOCKPILING WITH THE OWNER OR OWNER'S REPRESENTATIVE.
- DURING ALL PHASES OF CONSTRUCTION ACTIVITY, IF THE LANDSCAPE CONTRACTOR OR THEIR SUBS ENCOUNTER ANY "SOLID WASTE MATERIAL" (EXCLUDING CLEAN HARD FILL) THE GENERAL CONTRACTOR, CONSTRUCTION MANAGER, DESIGN BUILDER, OWNER OR OWNER'S REPRESENTATIVE SHALL BE CONTACTED IMMEDIATELY FOR FURTHER DIRECTION.
- LANDSCAPE CONTRACTOR SHALL CLEAN STREETS OF MUD AND DEBRIS GENERATED BY THEIR CONSTRUCTION ACTIVITIES OR THEIR SUB'S CONSTRUCTION ACTIVITIES, PURSUANT WITH LOCAL CODE REQUIREMENTS.
- LANDSCAPE CONTRACTOR TO COORDINATE WITH THE GENERAL CONTRACTOR, CONSTRUCTION MANAGER, DESIGN BUILDER, OWNER OR OWNER'S REPRESENTATIVE TO PROVIDE FOR APPROPRIATE CARE OF EXISTING PLANT MATERIAL AND NEWLY LANDSCAPED AREAS DURING CONSTRUCTION.
- STREET TREE LOCATIONS TO BE COORDINATED WITH DRIVEWAY, FIRE HYDRANT, STREET LIGHT LOCATIONS AND OTHER UTILITIES AS REQUIRED.

## GENERAL NOTES - PLANT MIX

TOPSOIL: FERTILE, FRIABLE NATURAL TOPSOIL OF LOAMY CHARACTER, WITHOUT ADMIXTURE OF SUBSOIL MATERIAL, OBTAINED FROM A WELL-DRAINED ARABLE SITE, REASONABLY FREE FROM CLAY, LUMPS, COARSE SANDS, STONES, PLANTS, ROOTS, STICKS, AND OTHER FOREIGN MATERIALS, WITH ACIDITY RANGE BETWEEN pH 6.0 AND 6.8.

- A. IDENTIFY SOURCE LOCATION OF TOPSOIL PROPOSED FOR USE ON THE PROJECT.
- B. PROVIDE TOPSOIL FREE OF SUBSTANCES HARMFUL TO THE PLANTS, WHICH WILL BE GROWN IN THE SOIL.

PEAT MOSS: SHREDDED, LOOSE, SPHAGNUM MOSS; FREE OF LUMPS, ROOTS, INORGANIC MATERIAL OR ACIDIC MATERIALS; MINIMUM OF (95) NINETY-FIVE PERCENT ORGANIC MATERIAL MEASURED BY OVEN DRY WEIGHT, A PH RANGE OF (4 TO 5) FOUR TO FIVE; AND A MOISTURE CONTENT OF (50) THIRTY PERCENT.

MANURE: STERILIZED COW OR DEHYDRATED HORSE MANURE, SHREDDED, WEED AND SEED FREE. FURNISH IN BAGS OR BULK.

BONE MEAL: RAW, FINELY GROUND, COMMERCIAL GRADE, MINIMUM 3% NITROGEN, 20% PHOSPHOROUS.

FERTILIZER: COMMERCIALY APPROVED 12-12-12 (12% NITROGEN, 12% PHOSPHORIC ACID, AND 12% POTASH BY WEIGHT). 1/4 OF NITROGEN IN THE FORM OF NITRATES; 1/4 IN THE FORM OF AMMONIA SALT, AND 1/2 IN THE FORM OF ORGANIC NITROGEN.

PROVIDE PRE-MIXED PLANTING MIXTURE FOR USE AROUND THE ROOT BALL/ROOTS OF THE PLANTS CONSISTING OF 5 PARTS TOPSOIL, 1 PART PEAT MOSS, 1 PART MANURE, 10 LBS. FERTILIZER (PER CUBIC YARD) AND 2 1/3 LBS. OF BONE MEAL (PER CUBIC YARD).

Issue/Revision	No.	Date



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ENTRANCE SIGN

3/8" = 1'-0"

P-FE-01  
ELEVATION

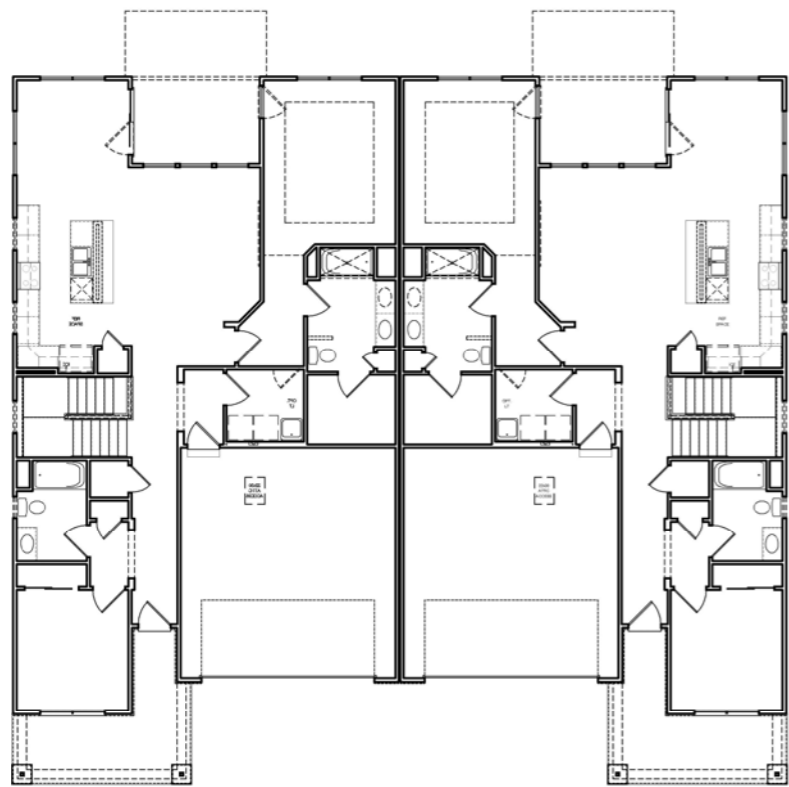
# PEAKS OF ASPEN TRAILS

SITE PLAN RENDERING

PROJECT NUMBER: 20643.00 | DATE: 01.06.20

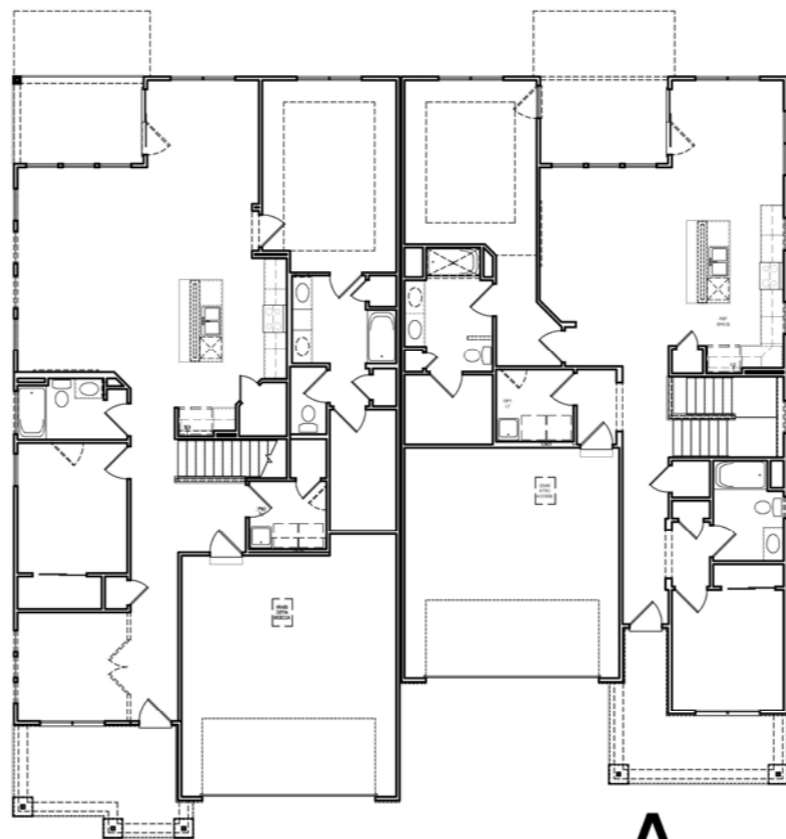


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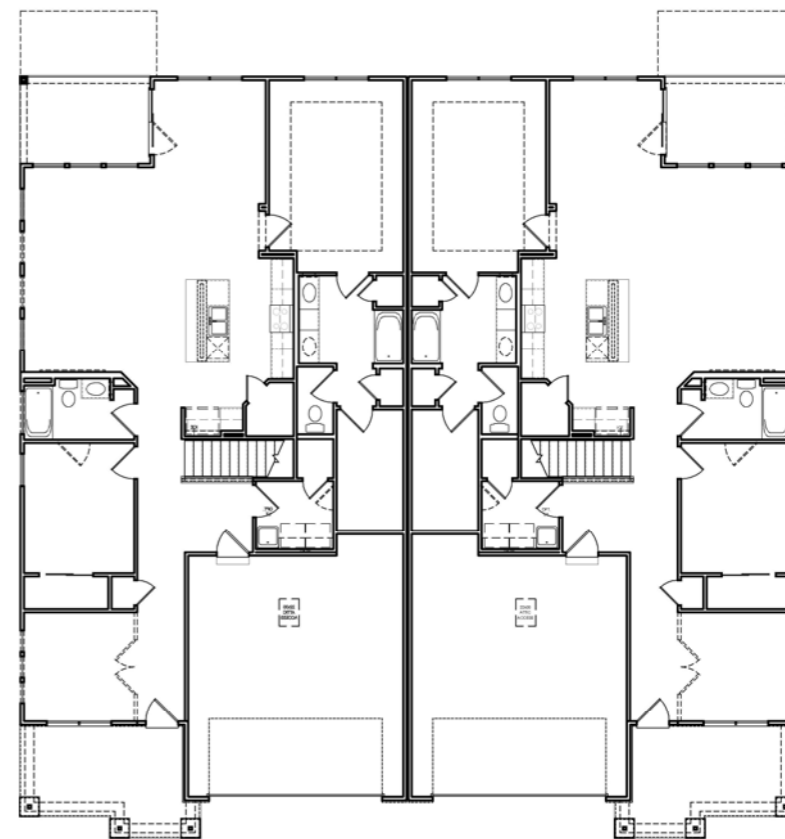
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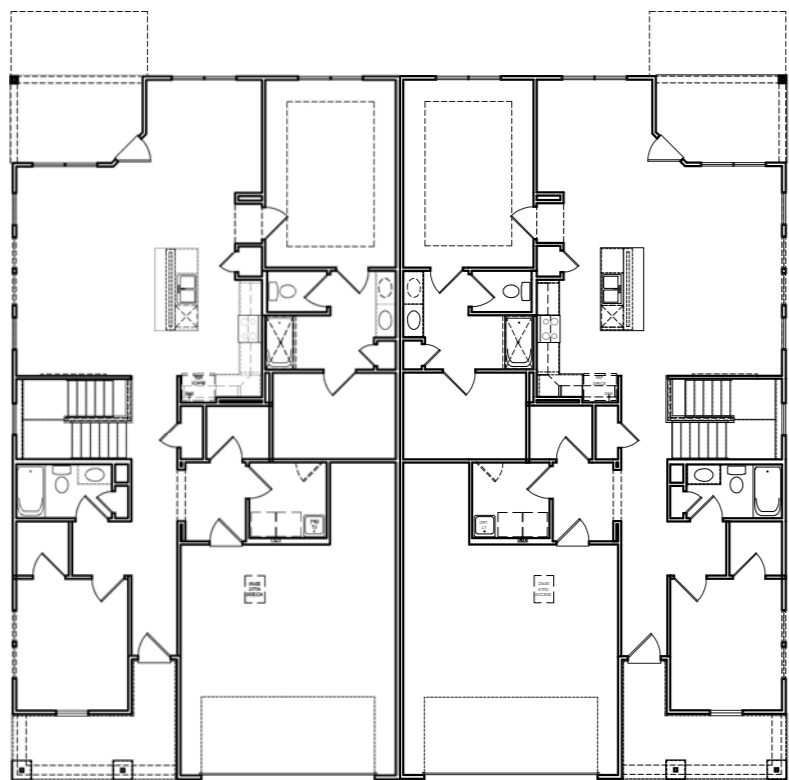
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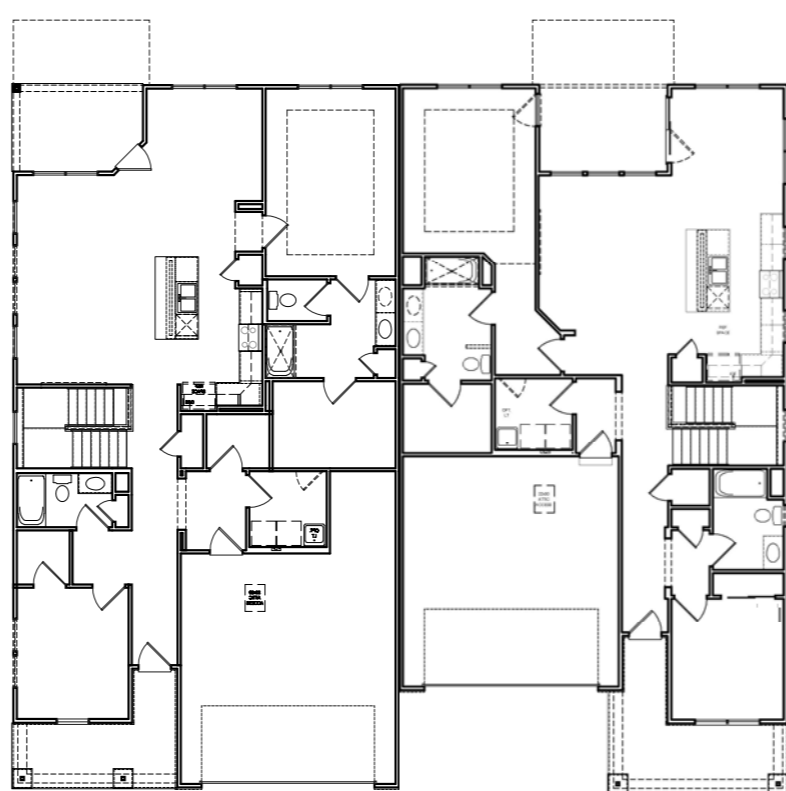
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C



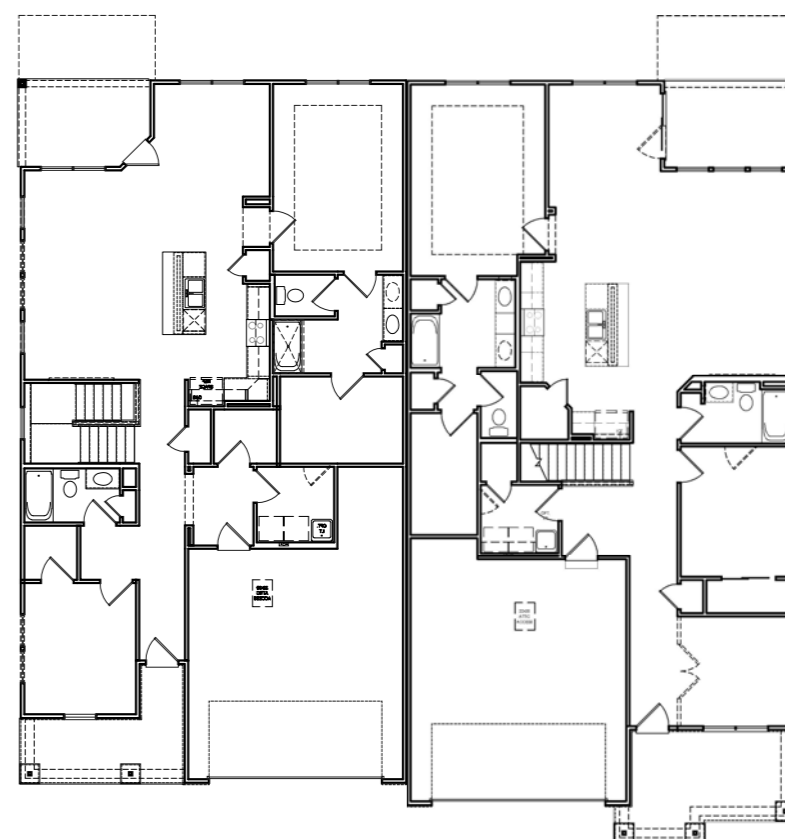
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B



B

A



B

C



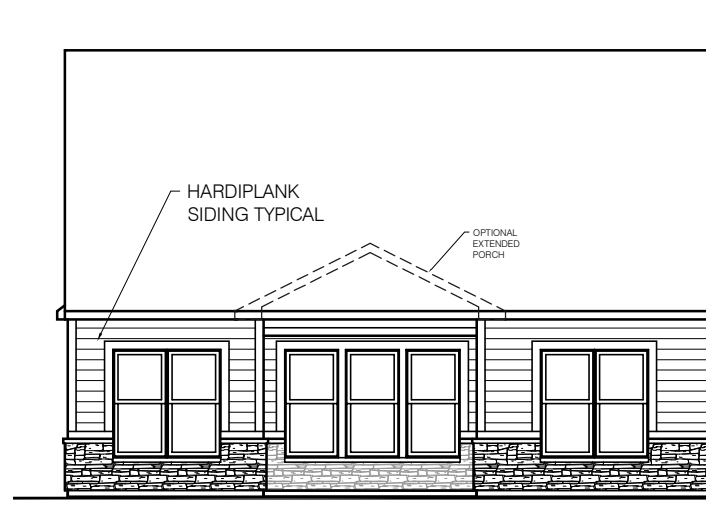
Cameron/Avery



Brody/Avery



Brody/Cameron



Typical Duplex Rear Elevation



Typical Duplex Side Elevation

## DUPLEX UNITS

**AVERY**  
1476 SF

**BRODY**  
1626 SF

**CAMERON**  
1715 SF



**M/I HOMES**

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