

Honorable City Planning Commission
Cincinnati, Ohio

SUBJECT: A report and recommendation on a proposed zone change from Commercial General-Auto (CG-A) to Planned Development (PD), including a Concept Plan and Development Program Statement, located at 3033 Jared Ellis Drive in Oakley.

GENERAL INFORMATION:

Location: 3033 Jared Ellis Drive, southside of Jared Ellis Drive, west of Disney Street, and east of Interstate 71

Owner: Local Oakley, LLC
7755 Montgomery Road, Suite 190
Cincinnati, OH 45236

Applicant: Anne McBride, McBride Dale Clarion
5721 Dragon Way, Suite 300
Cincinnati, Ohio 45227

Request: The applicant is proposing a zone change from Commercial General-Auto (CG-A) to a Planned Development (PD), Arcadia, to construct a condominium development in Oakley.

ATTACHMENTS:

Provided in addition to this report are:

- Attachment 1 - Development Program Statement
- Attachment A - Site Survey/ Site Plan
- Attachment B - Engineering Plans/ Building Elevations
- Attachment C - Open Space/Landscape Plans
- Attachment D - Traffic Study
- Attachment E - Covenants, Easements, Restrictions
- Attachment F - Coordinated Site Review Final Letter
- Attachment G - Letter of Support from the Oakley Community Council

BACKGROUND AND PROPOSED DEVELOPMENT:

This proposed development is located on part of the old Cast Fab vacant site in Oakley, which is approximately 7.5 acres. The site is situated between the railroad tracks to the south, I-71 to the west, Planned Development (PD-89, Graphite) to the north and Planned Development (PD-64, Oakley Station) to the east in Oakley. Local Oakley, LLC., is requesting a Planned Development because there are 124 individual lots for the condominiums, which would require numerous zoning variances with the current zoning. The property is not located within a Historic Overlay District or a Hillside Overlay District. The developer is calling this development "Arcadia".

Christo Homes plans to construct 124-condominiums organized into 25 groups with 4 to 6 homes per group. Each townhome will be on its own lot to be sold as condominiums. There will be 76 surface parking spaces provided on the site with each home also having either a one or two-car garage. The parking provided exceeds the parking requirements in Section 1425-03 Requirements for Off-Street

Parking and Loading. The development will provide internal circulation to the community through a series of private streets and alleys.

These townhomes will be three stories tall and of wood frame construction with a brick veneer, fiber cement siding, brick detailing and a membrane roof. Price points will range from \$375,000 to \$675,000. The developers will offer a variety of unit sizes and features. Homes will range in size from 1,300 to 2,200 square feet, offering one to four bedrooms with two to four bathrooms. Each home will have a one to two-car garage with an option of finished or unfinished living space adjacent on the lower level. Additional options include interior finish upgrades, rooftop decks and balconies among other options. Lighting for the development will use 25 8 to 10 feet tall residential style lamps located on the private streets and common areas.

This will be a phased development with Phase One to be completed in 2023 and the last Phase in 2028. This proposed development represents a \$60 million dollar investment in the city. A Subdivision Improvement Plan (Major Subdivision) will need to be submitted for City Planning Commission approval after the zone change is approved.

ADJACENT LAND USE AND ZONING:

North: Planned Development #89 (PD-89), Graphite Oakley, residential
East: Planned Development #64 (PD 64), Oakley Station, mixed-use
West: Commercial General-Auto (CG-A) Commercial
South: Planned Development #88 (PD-88), Three Oaks, residential

BASIC REQUIREMENTS OF A PLANNED DEVELOPMENT DISTRICT:

Per §1429-05 of the Cincinnati Zoning Code, *Basic Requirements*, PD Districts and development within PD Districts must comply with the following:

- a) ***Minimum Area*** – *The minimum area of a PD must be two contiguous acres.*
The proposed zone change area is approximately 7.5 contiguous acres.
- b) ***Ownership*** – *Evidence that the applicant has sufficient control over the tract of land to affect the proposed plan, including a list of all ownership and beneficial interests in the tract of land and the proposed development are required.*
The entire property is owned by Local Oakley, LLC.
- c) ***Historic Landmarks and Districts*** – *Whenever a Planned Development application is filed for a property wholly or partially located within a historic landmark, historic district, or involving a historic structure, the Historic Conversation Board shall advise the City Planning Commission relating to approval of the Final Development Plan.*
No portion of the subject property is located within a local historic district, nor does it contain any historic landmarks.
- d) ***Hillside Overlay Districts*** – *Whenever a Planned Development application is filed for a property wholly or partially located within a Hillside Overlay District, the City Planning Commission shall approve the Final Development Plan.*
The subject property is not located within a Hillside Overlay District.

- e) **Urban Design Overlay District** – *Whenever a Planned Development application is filed for a property wholly or partially located within an Urban Design Overlay District, the City Planning Commission shall approve the Final Development Plan.*

The subject property is not located within an Urban Design Overlay District.

CONCEPT PLAN AND DEVELOPMENT PROGRAM STATEMENT:

According to §1429-09 of the Cincinnati Zoning Code, *Concept Plan and Development Program Statement*, a petition to rezone a property to PD must include a Concept Plan and Development Program Statement. The purpose is to describe the proposed use or uses to be conducted in the PD District. The Concept Plan and Development Program Statement must include text or diagrams that specify:

- a. **Plan Elements** – *A survey of the tract to be developed, providing a metes and bounds description of the property and the survey of property lines and total acreage. Additionally, the plan should include the location in general terms, of land areas to be developed, including: type and description of proposed land uses, buildings and structures; street rights-of-way and driveways; parcel boundaries and proposed lots, including set back lines; building heights; pedestrian circulation systems and open space or other facilities; and proposed topography, drainage, landscaping and buffer plantings.*

The submitted Development Program Statement includes sufficient information regarding proposed use, building locations, site description, street and parking access, pedestrian circulation system, and open space and landscaping.

- b. **Ownership** – *Evidence that the applicant has sufficient control over the tract of land to affect the proposed plan, including a list of all ownership and beneficial interests in the tract of land and the proposed development.*

The entire property is owned by Local Oakley, LLC.

- c. **Schedule** – *Time schedule of projected development if the total site is to be developed in phases or if construction is to extend beyond a two-year time period.*

This proposed development will be constructed in four phases. Phase One will be completed in 2023 and all phases will be completed by 2028.

- d. **Preliminary Reviews** – *A preliminary review of geo-technical, sewage, water, drainage and refuse collection.*

The applicant team has been in contact with the City’s Department of Transportation and Engineering (DOTE), Metropolitan Sewer District (MSD), Stormwater Management Utility (SMU), and Greater Cincinnati Water Works (GCWW). The project has also gone through the City’s Coordinated Site Review Process (Attachment F).

- e. **Density and Open Space** – *Calculations of density and open space area.*

The Development Program Statement explains that 33% of the site (2.5 acres) will be greenspace. Those areas will be professionally landscaped and maintained by the Condominium Association (Attachment C).

- f. **Other Information** - *Any other information requested by the Director of City Planning or the City Planning Commission.*

Signs

The only signs will be the development identification sign and any necessary directional signs. The sign regulations that will apply to this Planned Development are Chapter 1427-33 Sign Regulations of the Cincinnati Zoning Code. These regulations apply to all residential zoning districts (SF and RM). Any proposed signs in this submittal will be reviewed by staff at a later date for compliance.

Mechanical Equipment

All mechanical equipment will be located out of sight.

Waste Management

Trash and recycling facilities will be provided on-site with enclosed collection areas for pickup and handling of waste by the City of Cincinnati Department of Public Services.

Economic Inclusion

Local Oakley, LLC is committed to ensuring a highly diverse workforce they have agreed to make all efforts to meet the City's economic inclusion goals. Additionally, Local Oakley, LLC is committed to making every effort to hire locally for this project.

FINAL DEVELOPMENT PLAN:

Pursuant to §1429-13 of the Cincinnati Zoning Code, a Final Development Plan shall be submitted to the City Planning Commission after approval of the Concept Plan and Planned Development designation by City Council. A Final Development Plan must be filed for any portion of an approved Concept Plan that the petitioner wishes to develop; this plan must conform substantially to the approved Concept Plan and Development Program Statement. Pursuant to §1429-16, the applicant team submitted for concurrent approval of the Concept Plan, Development Program Statement, and the Final Development Plan.

COORDINATED SITE REVIEW:

The Coordinated Site Review process is designed to help developers identify any regulatory conditions that may affect their project. CSR meetings with the applicant were held on July 12 and July 19, 2022. Any issues have been resolved or will be before any building permits are issued. The final letter is Attachment F.

PUBLIC COMMENT AND NOTIFICATION:

The Department of City Planning and Engagement held a public staff conference on both the proposed zone change from Commercial General – Auto (CG-A) to Planned Development (PD) with the accompanying Concept Plan and Development Program Statement, as well as the Final Development Plan for the proposed development on August 11, 2022. Notice of the public staff conference was mailed out 14 days in advance to property owners within 400-feet of the boundary of PD, as well as the Oakley Community Council.

Aside from the applicants, no other persons were in attendance. Attached is a letter of support from the Oakley Community Council (Attachment G).

CONSISTENCY WITH PLANS:

Plan Cincinnati (2012)

The proposed zone change request is consistent with the Goals in the Live Initiative Area of *Plan Cincinnati* (2012) to “Create a more livable community” (page 156) and to “Provide a full spectrum of housing options and improve housing quality and affordability” (page 164).

It is also consistent with the Strategies of the Live Initiative Area to “Support and stabilize our neighborhoods” (page 160) and to “Develop and maintain inviting and engaging public spaces that encourage social interaction between different types of people” (page 164). It also will “Offer housing options of varied sizes and types for residents at all stages of life” (page 165). Additionally, it will “Improve the quality and number of moderate to high-income rental and homeowner units” (page 165). The proposed project will develop a vacant and underutilized brownfield site into a new residential community with multiple types of housing units for all ages and a new park for public use.

Oakley Master Plan (2019)

The proposed zone change is consistent with the *Oakley Master Plan* (2019), particularly with the Managing our Future Growth Focus Area and Goal 1 to “Assure that future growth is guided by zoning and planning that will preserve Oakley as a thriving, unique, and pedestrian-scaled urban neighborhood” (page 80) and Strategy #1, Action Step to “Evaluate the appropriateness of the existing zoning map for vacant and underutilized properties” (page 80), and Strategy #2 to “Identify neighborhood development goals for the Robertson Avenue, Forrer Street, and Disney Avenue sites...” (page 84). In addition, the proposed development is also consistent with Goal 2 of the Managing our Future Growth Focus Area which is to “Increase the percentage of owner-occupied homes” (page 84) and the Strategy to “Improve neighborhood control in the redevelopment of single-family property” (page 84).

Finally, the proposed development is consistent with the Enhancing our Community Focus Area and Goal 1 to “Increase green space in Oakley” (page 66) and Strategy #1 to “Encourage developers to create green space and improve sustainability” (page 68). The proposed development is intended to replace a former factory site on Robertson Avenue with a walkable, pedestrian-scaled residential community with semi-public and public amenities that include walking and bike paths. Additionally, the single-family section of the proposed development will help to increase the neighborhood percentage of owner-occupied homes.

CITY PLANNING COMMISSION ACTION:

According to §1429-11(a) of the Cincinnati Zoning Code, the City Planning Commission may recommend approval or conditional approval, with restrictions on the establishment of a PD District on finding that all of the following circumstances apply:

1. *The PD Concept Plan and Development Program Statement are consistent with applicable plans and policies and is compatible with surrounding development;*
The proposed residential use is compatible with the surrounding land use patterns. Adjacent land uses include multi- and single-family residential, and commercial.
2. *The PD Concept Plan and Development Program Statement enhance the potential for superior urban design in comparison with the development under the base district regulations that would apply if the plan were not approved;*

The proposed Planned Development would permit a coordinated residential development on this vacant cleaned brownfield site. Additionally, the Concept Plan and Development Program Statement illustrate how the proposed project will accommodate residential and parking needs through garages and a parking lot that is integrated into the overall design of the condominium development. The superior urban design of the proposed development fits in appropriately with the Oakley neighborhood.

3. *Deviations from the base district regulations applicable to the property at the time of the PD application are justified by compensating benefits of the PD Concept Plan and Development Program Statement;*

The proposed land use for this property provides a productive use on what is currently a underutilized site, which has been vacant for years. The proposed development is currently located in a CG-A zoning district. If the applicant did not pursue a PD, they would need multiple zoning variances for the 124-lot condominium development.

The PD zoning district allows the developer to be innovative in site development combining quality site and building design, open space preservation, and increased community involvement through the Planned Development process.

4. *The PD Concept Plan and Development Program Statement includes adequate provisions for utility services, refuse collection, open space, landscaping, pedestrian circulation and traffic circulation, building design and building location.*

All aspects are outlined in the Concept Plan and Development Program Statement as submitted and is detailed in the Final Development Plan.

ANALYSIS:

The staff of the Department of City Planning and Engagement supports the proposed zone change from Commercial General-Auto (CG-A) to Planned Development (PD) for the proposed condominium development. The proposed development will reactivate currently vacant and underutilized property in the community with more single-family residences, parking, and open space.

The impact on traffic and parking has also been considered by the developer as they have been in coordination with the Department of Transportation and Engineering (DOTE). Staff from the Department of City Planning and Engagement understands and acknowledges the concerns over the traffic congestion and safety; however, the proposed development is adding much needed and desired residential units and amenities to the vibrant neighborhood.

The applicant team has made multiple successful attempts to engage with the community to make them aware of the future development and to address concerns or comments. The petitioner remains committed to working with the Oakley community and all appropriate City Departments on their plans.

The Department of City Planning and Engagement believes that a Planned Development is an appropriate zoning designation for this site as it allows for continued public engagement through all phases of the development and eliminates further need for any zoning relief. A Planned Development also provides assurance to the City and the community of the intended uses and scale for the site, and any significant modification to this would constitute as a Major Amendment to the Concept Plan and

require public engagement and a public hearing process.

There is still demand for single-family houses within the City of Cincinnati and this development will increase the percentage of owner-occupied homes in Oakley and the City as a whole. Also, residents of Arcadia will be able to take advantage of and support local dining, entertainment, and shopping options in Oakley. The proposed development will not negatively impact the existing character of the surrounding area. The implementation of this project will be a benefit for the Oakley community and the City of Cincinnati, respectively. The proposal is consistent with *Plan Cincinnati* (2012) and the *Oakley Master Plan* (2019) and is supported by the Oakley Community Council.

FINDINGS:

It is the opinion of staff of the Department of City Planning and Engagement that the Concept Plan and Development Program Statement are in compliance with §1429-05 and §1429-11 (a) *City Planning Commission Action*. The proposal is consistent with the purpose of the Planned Development District Regulations.

CONCLUSIONS:

The staff of the Department of City Planning and Engagement supports the proposed zone change from Commercial General-Auto (CG-A) to Planned Development (PD) for the proposed condominium development for the following reasons:

1. The proposed residential development will not negatively impact the existing character of the surrounding area;
2. The proposal will provide needed new single-family homes in the City;
3. The proposal is supported by the Oakley Community Council;
4. The proposal is consistent with *Plan Cincinnati* (2012) and the *Oakley Master Plan* (2019); and
5. A Planned Development zoning district requires an extensive public process with site, density, and design review unlike a regular zone change process

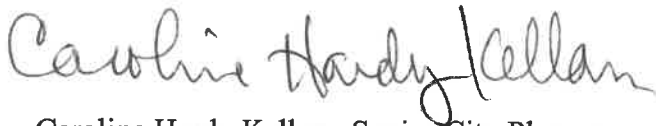
RECOMMENDATION:

The staff of the Department of City Planning and Engagement recommends that the City Planning Commission take the following actions:

- a. **ACCEPT** the Concept Plan and Development Program Statement as submitted;
- b. **ADOPT** the Department of City Planning and Engagement Findings as detailed on page 3-7 of this report; and

- c. **APPROVE** the proposed zone change from Commercial General-Auto (CG-A) to Planned Development (PD) for 3033 Jared Ellis Drive in Oakley.

Respectfully submitted:



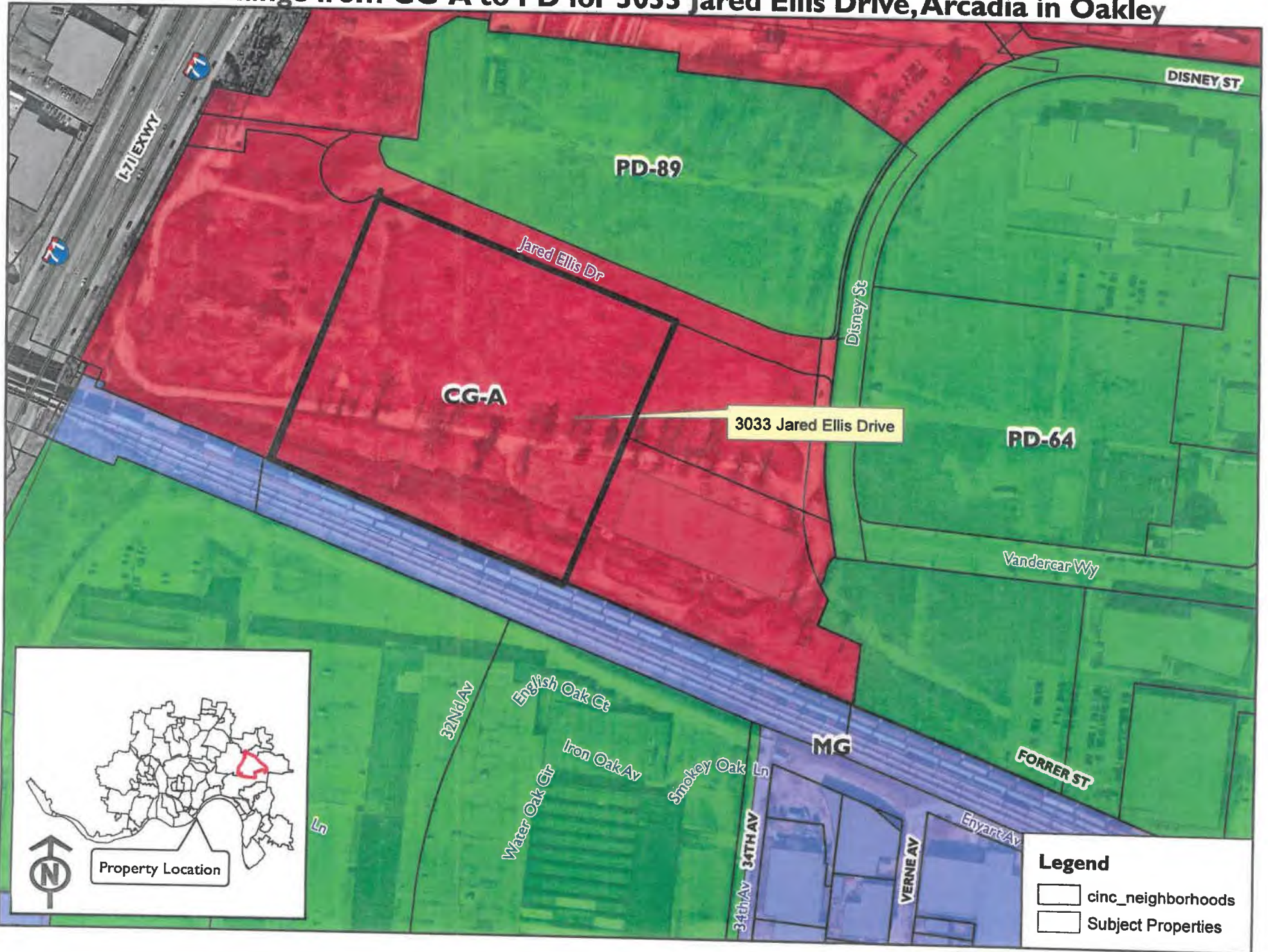
Caroline Hardy Kellam, Senior City Planner
Department of City Planning and Engagement

Approved:



Katherine Keough-Jurs, FAICP, Director
Department of City Planning and Engagement

Zone Change from CG-A to PD for 3033 Jared Ellis Drive, Arcadia in Oakley



**Arcadia
3033 Jared Ellis Drive
Program Statement**

Cristo Homes and the property owner, Local Oakley LLC., have joined together to develop the 7.576 acres contained in Lot 5 of the Cast Fab subdivision located at 3033 Jared Ellis Drive (Auditors Parcel 052-0001-0026-00). The vacant property is currently zoned “CG-A” Commercial General Auto Oriented District. To allow for the site to be developed as a 124 unit condominium community, an application is being requested for consideration to rezone the property “PD” Planned Development District.

The proposed development would have two points of access from Jared Ellis Drive and would provide internal circulation to the community through a series of private streets and alleys. The proposed 124 townhomes, with a density of 16 units per acre, have been placed into 25 groups ranging from four to six homes per group. A total of 76 surface parking spaces are provided on site with each home containing a one or two car garage on the lower level. In response to comments from the Oakley Community Council to provide a range of price points for the homes, the developers are offering a variety of unit sizes and features. Homes which would range in size from 1,300 SF to 2,220 SF, could contain one to four bedrooms with two to four bathrooms. Each home would have a one or two car garage with the option of finished or unfinished living space adjacent on the lower level. Additional options for the homes include, interior finish upgrades, rooftop decks and balconies among other options. Providing a variety of home sizes and features allows for anticipated sales prices of \$375,000 to \$675,000. The community has been designed around open spaces with landscaping utilizing native plants and pollinator plants consistent with the Oakley Plant List. Lighting for the development will use residential style lamps mounted at 8 to 10 feet and located on the private streets and common areas. Arcadia would be developed in four phases with construction beginning Spring of 2023, weather permitting. It is anticipated that all phases of the Arcadia Development would be completed in 2028. Arcadia is bordered to the north and south by similar residential communities which are zoned “PD” Planned Development (#88 and 89) and is in the vicinity of “PD-#64” which would provide retail, entertainment, and other amenities to the residents of Arcadia within walking distance. Arcadia, developed as a Planned Development, will allow for the coordinated development of the parcels as a residential community.

Pursuant to Section 1429.05 of the Zoning Code, we would offer the following information:

- a) The proposed Arcadia “PD” will contain a total of 7.576 acres, in excess of the minimum two acres required for a “PD”.
- b) Local Oakley is the sole owner of record of the 7.576 acres in the proposed “PD” contained in Hamilton County Auditors Parcel 052-0001-0026-00.
- c) Although there will be multiple buildings (124) within the “PD”, they will each be on a separate lot to allow for home ownership.
- d) No portion of the proposed “PD” is located in a Historic District.

- e) No portion of the proposed “PD” is located in a Hillside Overlay District.
- f) No portion of the proposed “PD” is located in an Urban Design Overlay District.

To allow the development to move forward as a 124 unit condominium development, it is necessary to request a “PD” Planned Development District. Although the 124 townhomes will be attached in groups of four or five, they will each be located on their own lot so that they can be sold as condominiums. To try to create this type of development within the single family residential districts, the only option would be cluster housing, which is designed for “protecting natural open space, ecological, topographical, or historic features”. This standard does not apply to this site. Further, multiple variances would be required from front, side, and rear yard setback requirements, lot widths, and lot areas. The proposed “PD” Planned Development designation is the most appropriate district to allow the Arcadia development to move forward.

The developers of Arcadia have met with the Oakley Community Council on several occasions, and at their April 5, 2022 meeting, the Council voted unanimously to support the rezoning and project. The development has been through the Coordinated Site Preliminary Design Review process and has been submitted for Development Design Review. The development represents a \$60 million dollar investment in the city by Cristo Homes and Local Oakley, LLC.






As expressed by the Oakley Community Council, “More home ownership is a key priority outlined in our master plan, which this proposed development fully embraces.” The developers of Arcadia are excited at the possibility to offer this development in Oakley for sale, and respectfully request consideration of the “PD” Planned Development map amendment and Concept/Final Development Plan as proposed.

PROJECT SUMMARY

ZONING: PD
 PROPOSED USE: TOWNHOMES
 TOTAL UNIT COUNT: 124
 TOTAL SITE AREA: 2.763 ACRES
 OVERALL DENSITY: 45.1 UNITS/ACRE
 OPEN SPACE: 2.68 ACRES (97%)
 PARKING: 163 TOTAL SURFACE SPACES
 4 ACCESSIBLE SPACES (MIN. 4 REQUIRED)

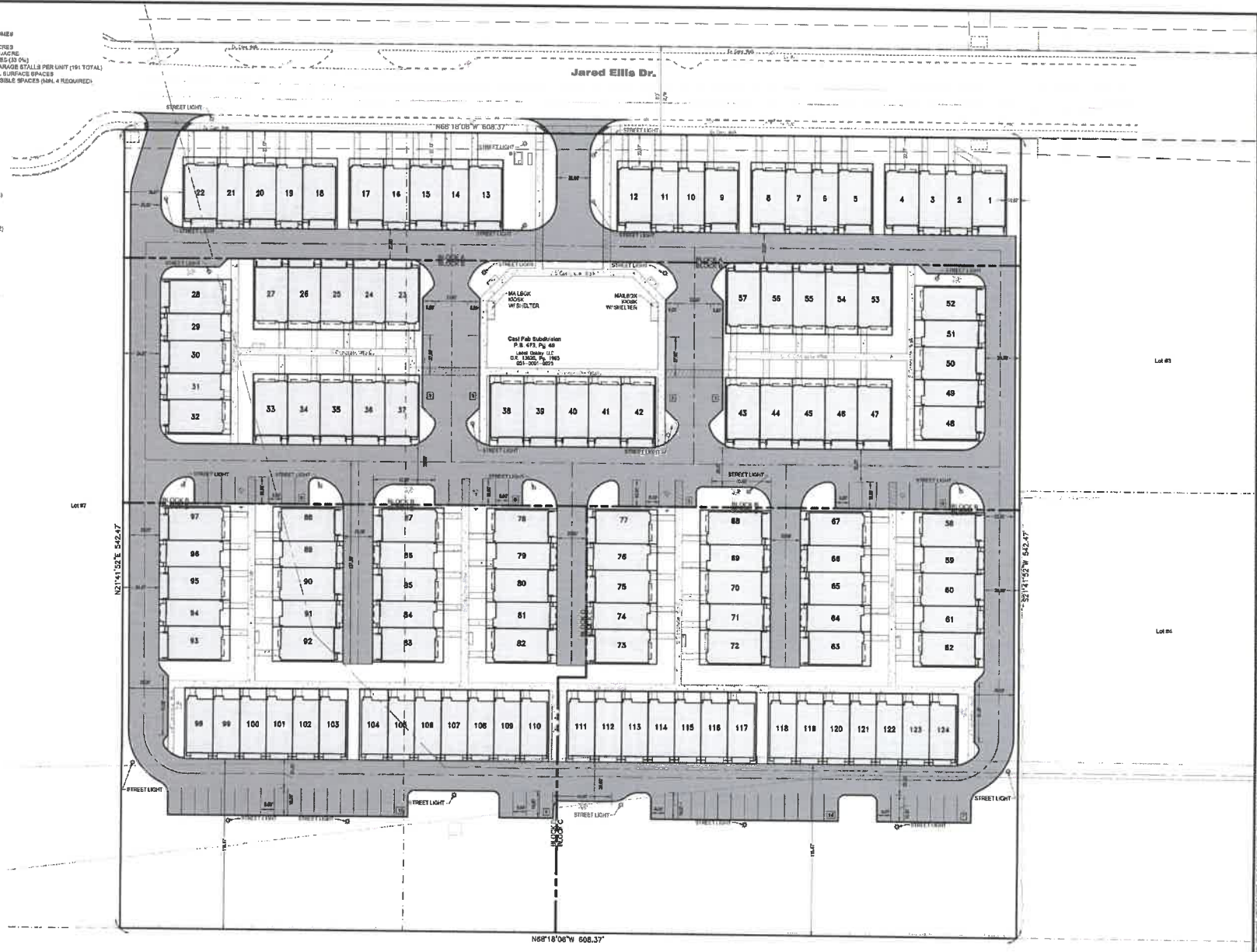
124 UNITS
 67 UNITS TYPE-A
 57 UNITS TYPE-B

LEGEND

-  PROPOSED CONCRETE WALK (SEE DETAIL 210003)
-  PROPOSED CONCRETE DRIVE (SEE DETAIL 310002)
-  PROPOSED HEAVY DUTY ASPHALT PAVEMENT (SEE DETAIL 310002)
-  PROPOSED BUILDING SHOWN FOR REFERENCE
-  PARKING SPACE COUNT

NOTES

1. BLOCK PHASING SHOWN AS APPROXIMATE FOR REFERENCE ONLY. FINAL PHASING OF DEVELOPMENT TO BE DETERMINED.



NOT FOR CONSTRUCTION
 Prepared: []
 Checked: []
 Drawn: []
 Date: []

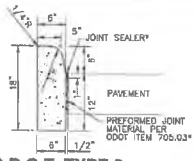
ARCADIA
 SECTION 18, TOWN & RANGE 1, BTM
 CITY OF CINCINNATI
 HAMILTON TOWNSHIP



Project: 21-04235-01
 Designer: ETH
 Checker: JAB
 Date: 06-20-21

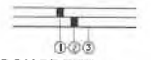
C200
 LAYOUT PLAN

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1
C002
O.D.O.T. TYPE 6 CURB DETAIL
NOT TO SCALE

*NOTE: EXPANSION JOINT MATERIAL & JOINT SEALERS ARE NOT REQUIRED FOR THAT PORTION OF THE CURB WHICH IS ADJACENT TO A FLEXIBLE TYPE PAVEMENT. BOTH MATERIALS ARE REQUIRED FOR THE FULL HEIGHT OF RIGID PAVEMENT AND CONCRETE BASES.



2
C002
CONCRETE WALK
NOT TO SCALE

- 1 ITEM 304 - 4" CONCRETE WALK
- 2 ITEM 304 - 4" AGGREGATE BASE
- 3 ITEM 203 - SUBGRADE COMPACTION



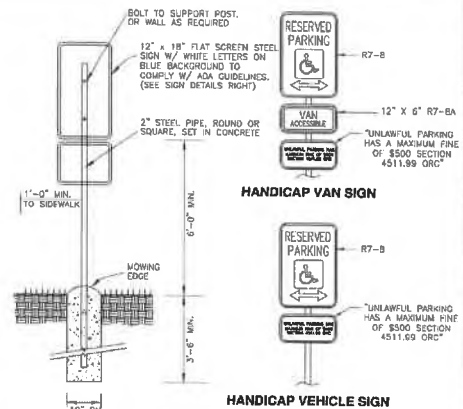
3
C002
HEAVY DUTY ASPHALT PAVEMENT
NOT TO SCALE

- 1 ITEM 411 - 1-1/2" SURFACE COURSE
- 2 ITEM 411 - 5" INTERMEDIATE COURSE
- 3 ITEM 407 - TACK COAT
- 4 ITEM 304 - 6" AGGREGATE BASE
- 5 ITEM 203 - SUBGRADE COMPACTION

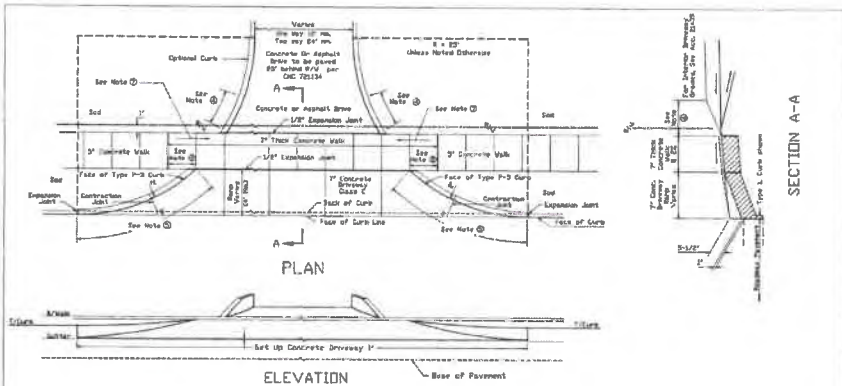


4
C002
CONCRETE DRIVE DETAIL
NOT TO SCALE

- 1 ITEM 508 - 5" CONCRETE PAVEMENT
- 2 ITEM 304 - 4" AGGREGATE BASE
- 3 ITEM 203 - SUBGRADE COMPACTION



5
C002
ADA ACCESSIBLE SIGN DETAILS
NOT TO SCALE

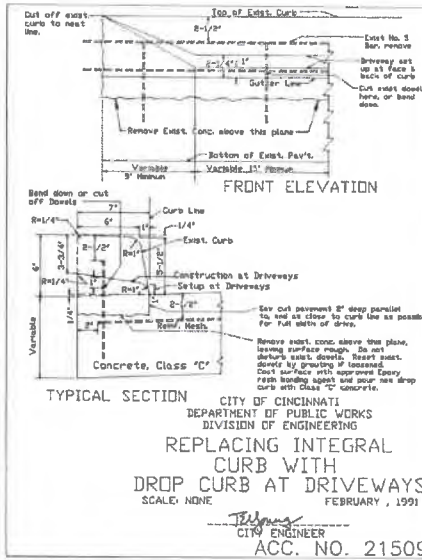


6
C002
DRIVE DETAIL
NOT TO SCALE

- 1. **NOTE:** For Additional Driveway Strip Curb Details, See Standard Drawings for Types 1-1, 1-1.1, 1-2, 1-2.1, and 1-2.2 Concrete Series.
- 2. Conc. used to be removed to the nearest joint outside of the proposed driveway. Install 1/2 inch E-11 joint against undisturbed concrete walls.
- 3. Requirements may be modified to accommodate existing conditions at locations approved by the City Engineer.
- 4. Upper curb height from 3 1/2" to 4" in 3'.
- 5. Upper curb height continuously from 4 1/2" to 6".
- 6. The type of construction provided only at locations approved by the City Engineer.
- 7. Elevation, the material grade is marked throughout the driveway. Where the sidewalk is adjacent to the driveway from the sidewalk shall be marked down at 1/4" per foot wash.

CITY OF CINCINNATI
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING
MODIFIED COMMERCIAL DRIVEWAY CONSTRUCTION
SCALE: NONE
JAN. 1993
CITY ENGINEER
ACC. NO. 22855

PAGE 020



7
C002
CURB DETAIL
NOT TO SCALE

CITY OF CINCINNATI
DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING
REPLACING INTEGRAL CURB WITH DROP CURB AT DRIVEWAYS
SCALE: NONE
FEBRUARY, 1991
CITY ENGINEER
ACC. NO. 21509

NOT FOR CONSTRUCTION

ARCADIA
SECTION 18, TOWN 4, F. RANGE 1 BTM
CINCINNATI TOWNSHIP
CLAY COUNTY, OHIO
HAMILTON COUNTY, OHIO
DETAILS

boyer becker
www.boyerbecker.com
8000 CH 4504C • 513-338-6900
Mason, OH 45040 • 513-338-6900






C002

PROJECT SUMMARY

ZONING: PC
 PROPOSED USE: TOWNHOMES
 TOTAL SIFT COUNT: 124
 TOTAL SITE ACREAGE: 7.5783 ACRES
 OVERALL DENSITY: 18.372 UNITS/ACRE
 OPEN SPACE: 2.55 ACRES (33.0%)
 PARKING: 1 OR 2 GARAGE STALLS PER UNIT (91 TOTAL)
 82 TOTAL SURFACE SPACES
 4 ACCESSIBLE SPACES (MIN. 4 REQUIRED)

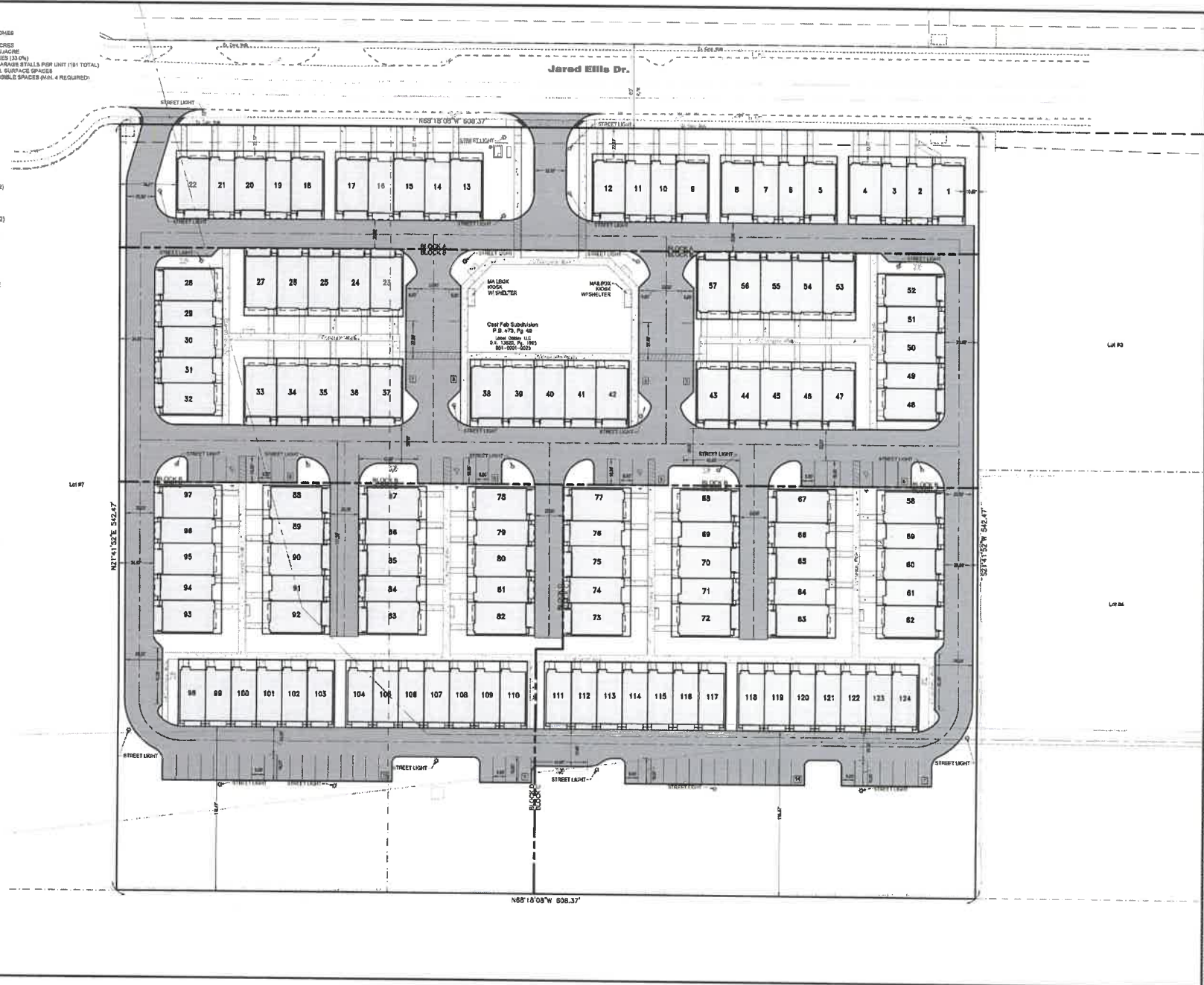
124 UNITS
 67 UNITS TYPE-A
 57 UNITS TYPE-B

LEGEND

-  PROPOSED CONCRETE WALK (SEE DETAIL S20002)
-  PROPOSED CONCRETE DRIVE (SEE DETAIL S20002)
-  PROPOSED HEAVY DUTY ASPHALT PAVEMENT (SEE DETAIL S30002)
-  PROPOSED BUILDING SHOWN FOR REFERENCE
-  PARKING SPACE COUNT

NOTES

1. BLOCK PHASING SHOWN AS APPROXIMATE FOR REFERENCE ONLY. FINAL PHASING OF DEVELOPMENT TO BE DETERMINED.



NOT FOR CONSTRUCTION





ARCADIA
 SECTION 18, TOWN 4, S. RANGE 16TH
 CITY OF CINCINNATI
 HAMILTON COUNTY, OHIO

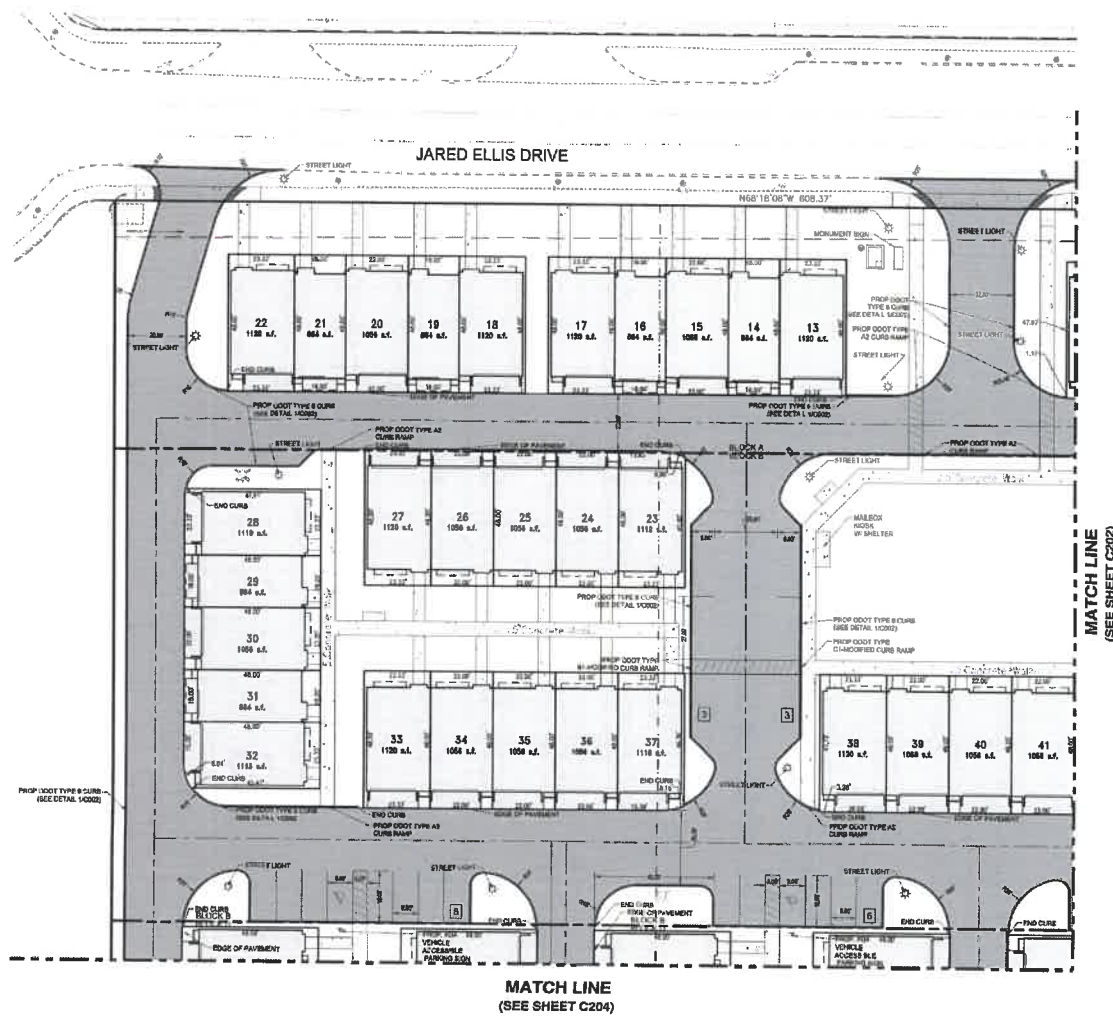


C200

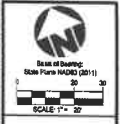
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 Drawing Name: J:\2024\121-225567\DWG\21-109791_C200.dwg - Layout 1: C200

LEGEND

-  PROPOSED CONCRETE WALK (SEE DETAIL 210302)
-  PROPOSED CONCRETE DRIVE (SEE DETAIL 540202)
-  PROPOSED HEAVY DUTY ASPHALT PAVEMENT (SEE DETAIL 310202)
-  PROPOSED BUILDING SHOWN FOR REFERENCE



Plot Date: Jun 22, 2023, 5:46pm
 Drawing Name: J:\2023\142555\CD.dwg - Layout Tab: CD01



<p style="color: red; font-weight: bold; font-size: 1.2em;">NOT FOR CONSTRUCTION</p>	<p style="font-size: 0.8em;">Revision Description</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 5%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td><td style="width: 10%;"> </td></tr> </table>										





ARCADIA
 SECTION 18, TOWNSHIP 1 & 18TH
 CINCINNATI TOWNSHIP
 HAMILTON COUNTY, OHIO
LAYOUT PLAN

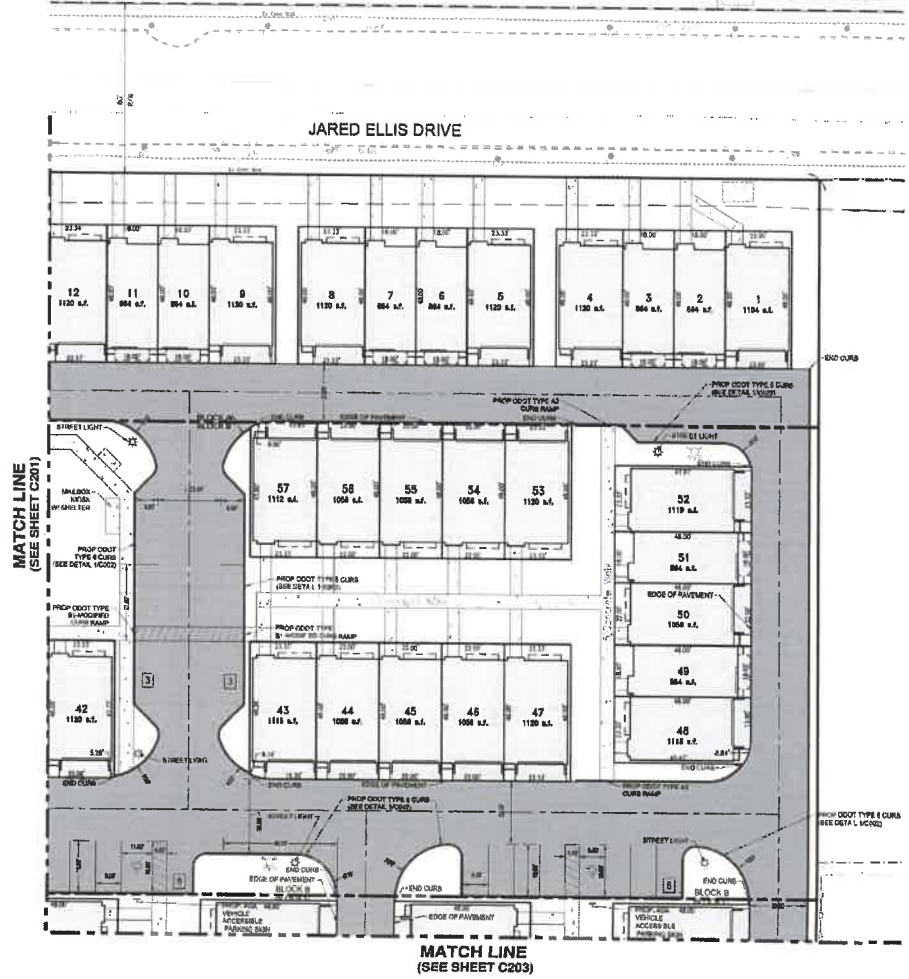


Project:	23-0235-02
Designer:	ETH
Checked By:	JAB
Plot Date:	06-20-23

C201

LEGEND

-  PROPOSED CONCRETE WALK (SEE DETAIL C2002)
-  PROPOSED CONCRETE DRIVE (SEE DETAIL C2002)
-  PROPOSED HEAVY DUTY ASPHALT PAVEMENT (SEE DETAIL C2002)
-  PROPOSED BUILDING SHOWN FOR REFERENCE



NOT FOR CONSTRUCTION

ARCADIA
SECTION 16, TOWNSHIP 4 S, RANGE 1 E, TM
CINCINNATI TOWNSHIP
HAMILTON COUNTY, OHIO







Date: 06-20-22
 Drawn by: JAS
 Checked by: ETH

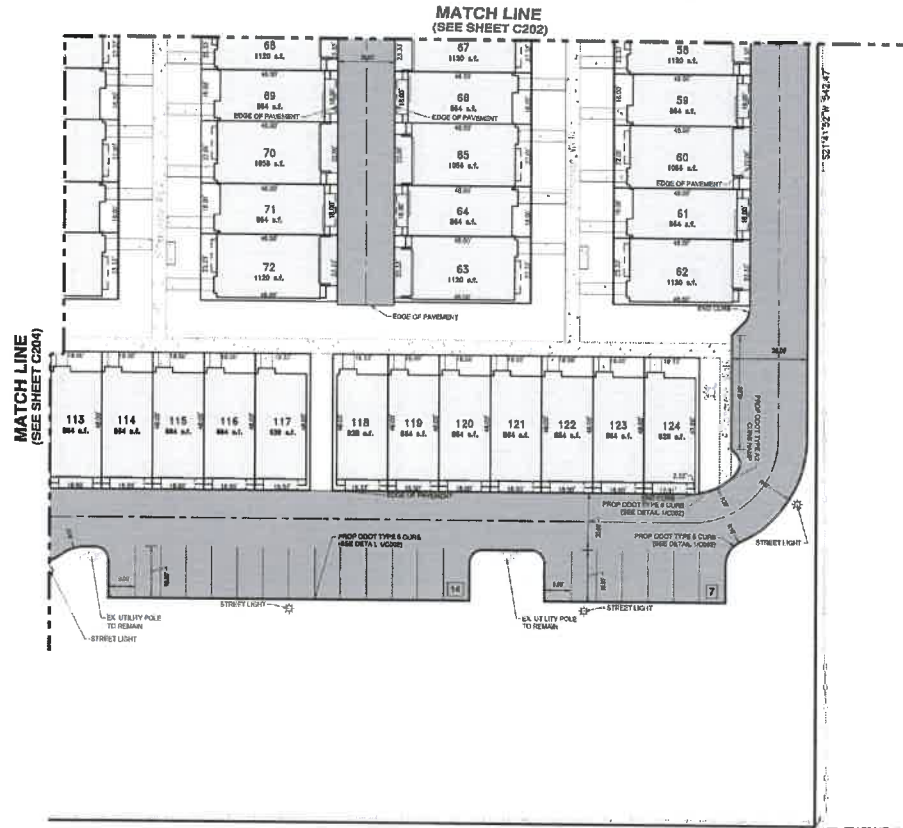
C202

P:\11111 - Jun 22, 2022, 5:47pm
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PKA Date: Jan 22, 2022, 9:47am
 Drawing Name: J:\2021\01\2025\CD\HW22-0255 CD.dwg - Layout 1b.dwg

LEGEND

-  PROPOSED CONCRETE WALK (SEE DETAIL 20302)
-  PROPOSED CONCRETE DRIVE (SEE DETAIL 20302)
-  PROPOSED HEAVY DUTY ASPHALT PAVEMENT (SEE DETAIL 30302)
-  PROPOSED BUILDING SHOWN FOR REFERENCE



NOT FOR CONSTRUCTION

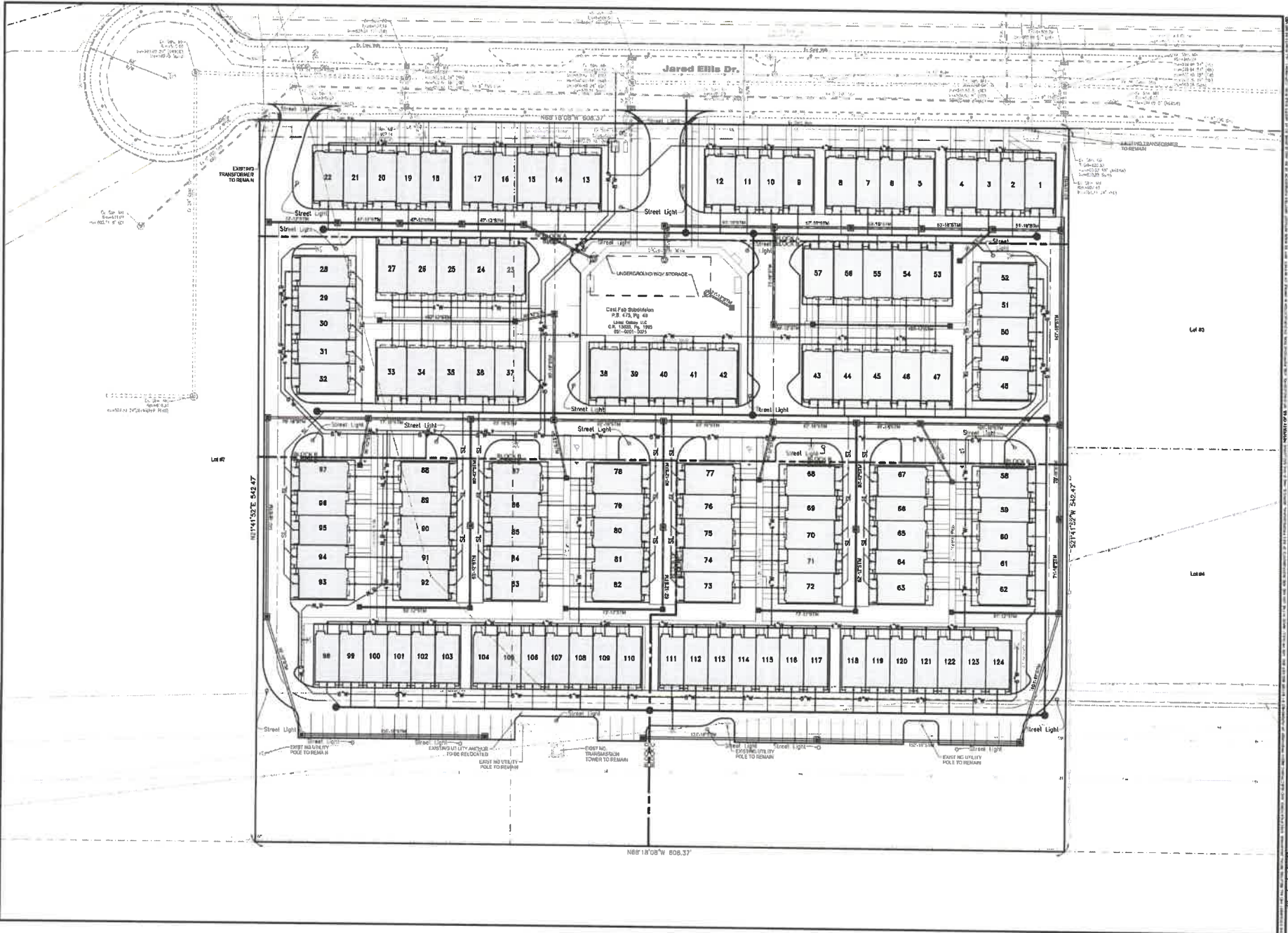
ARCADIA
 SECTION 16, TOWNSHIP 6 S, RANGE 1 E TM
 CINCINNATI TOWNSHIP
 CITY OF CINCINNATI
 HAMILTON COUNTY, OHIO
LAYOUT PLAN



Drawn by: JLS/CRB/CD
 Checked by: ETH
 Date: JAS
 Date: 05-20-22

C203

Plot Book: JUN 22, 2022, 9:40am
 Drawing name: J:\032101\021027\DWG\021027-021028-02.dwg - Layout Tab: C402



Scale	Drawn	CHK
Revised Description		
Item		

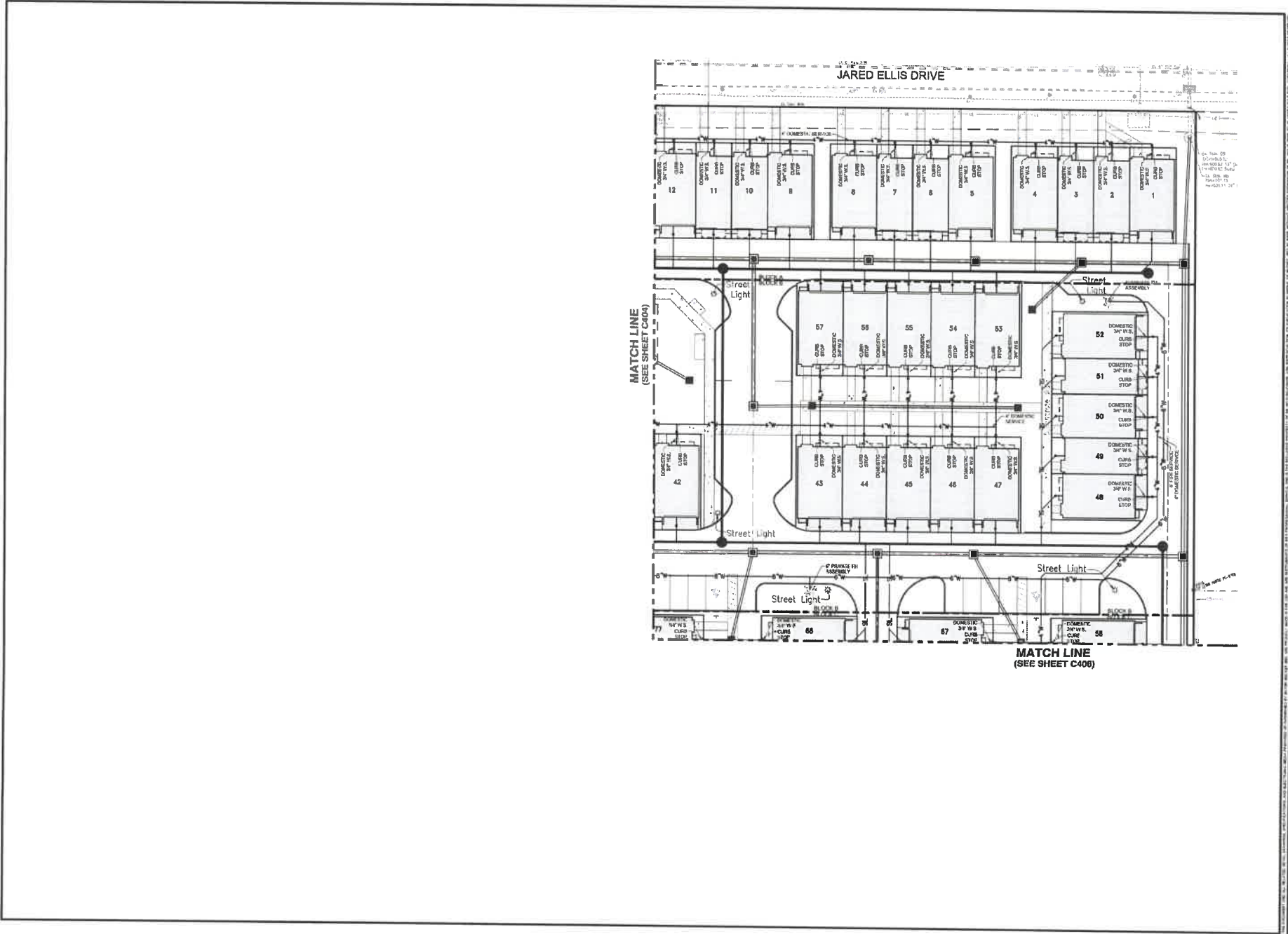
ARCADIA
 SECTION 16, TOWN & E RANGE 16TH
 CINCINNATI TOWNSHIP
 CITY OF CINCINNATI
 HAYES DISTRICT, LOT 10
 SITE DRAINAGE PLAN



Project	21-0238-00
Prepared By	ETH
Checked By	JAS
Date Plotted	06-20-22

C402

NOT FOR CONSTRUCTION



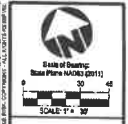
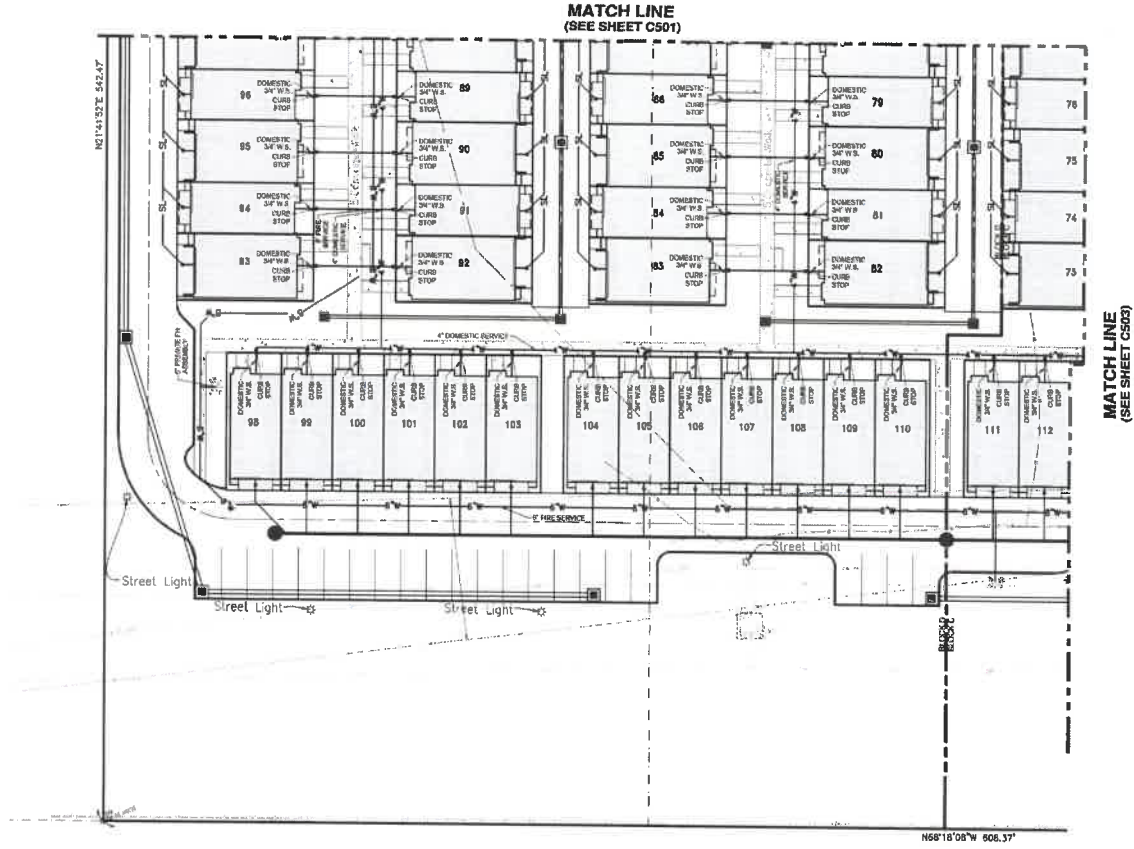
NOT FOR CONSTRUCTION

ARCADIA
 SECTIONAL TOWNS, RANGE 1 B7M
 CONSTRUCTION PERMITS
 CITY OF CINCINNATI
 HAMILTON COUNTY, OHIO
 WATER SERVICE PLAN



Drawing: 21-10278-01
 Date: 07/22/22
 Checked By: ETH
 Scale: AS SHOWN
 Date Plotted: 06-20-22

C405



NOT FOR CONSTRUCTION

ARCADIA
 SECTION 16, TOWN 4, J. RANGE 1 BTM
 CITY OF CINCINNATI
 HAMILTON COUNTY, OHIO
 WATER SERVICE PLAN

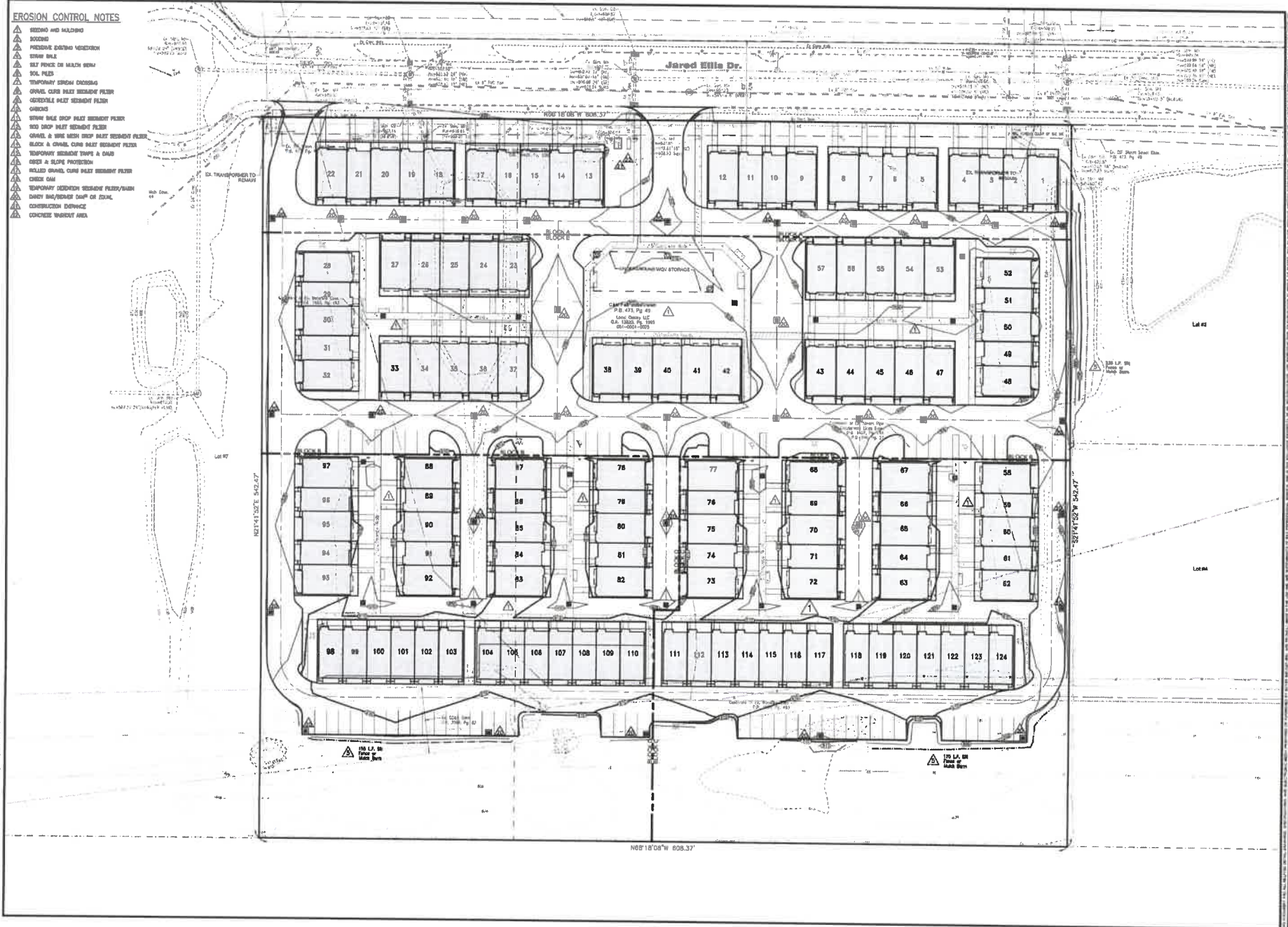


Project: 21-0228-CD
 Office: ETH
 Scale: JAB
 Date: 06-20-23

C407

EROSION CONTROL NOTES

- ▲ SEDIMENT AND HOLDING
- ▲ SODS
- ▲ PREDRIVE EXCAVATION MONITORING
- ▲ SLOPE BARS
- ▲ SILT FENCE OR MATS BERM
- ▲ SOIL PILES
- ▲ TEMPORARY SLOPE PROTECTION
- ▲ GRASS CURB BUILT SEDIMENT FILTER
- ▲ GEOTEXTILE BUILT SEDIMENT FILTER
- ▲ CHECK DAM
- ▲ SLOPE BARS (DROP PILES) SEDIMENT FILTER
- ▲ SOIL DROP BUILT SEDIMENT FILTER
- ▲ GRASS & SLOPE BUILT SEDIMENT FILTER
- ▲ BLOCK & CHANNEL CURB BUILT SEDIMENT FILTER
- ▲ TEMPORARY SEDIMENT TRAPS & DAMS
- ▲ CHECK & SLOPE PROTECTION
- ▲ ROLLED GRASS CURB BUILT SEDIMENT FILTER
- ▲ CHECK DAM
- ▲ TEMPORARY VEGETATION SEDIMENT FILTER/MATS
- ▲ DRY DRY/VEGETATION DAMP OR SOAK
- ▲ CONSTRUCTION ENTRANCE
- ▲ CONCRETE WALKWAY AREA



NOT FOR CONSTRUCTION

ARCADIA
 SECTION 16, TOWN 4, E. RANGE 1 BTM
 CITY OF CINCINNATI
 HAMILTON COUNTY, OHIO
 GRADING PLAN

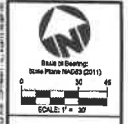
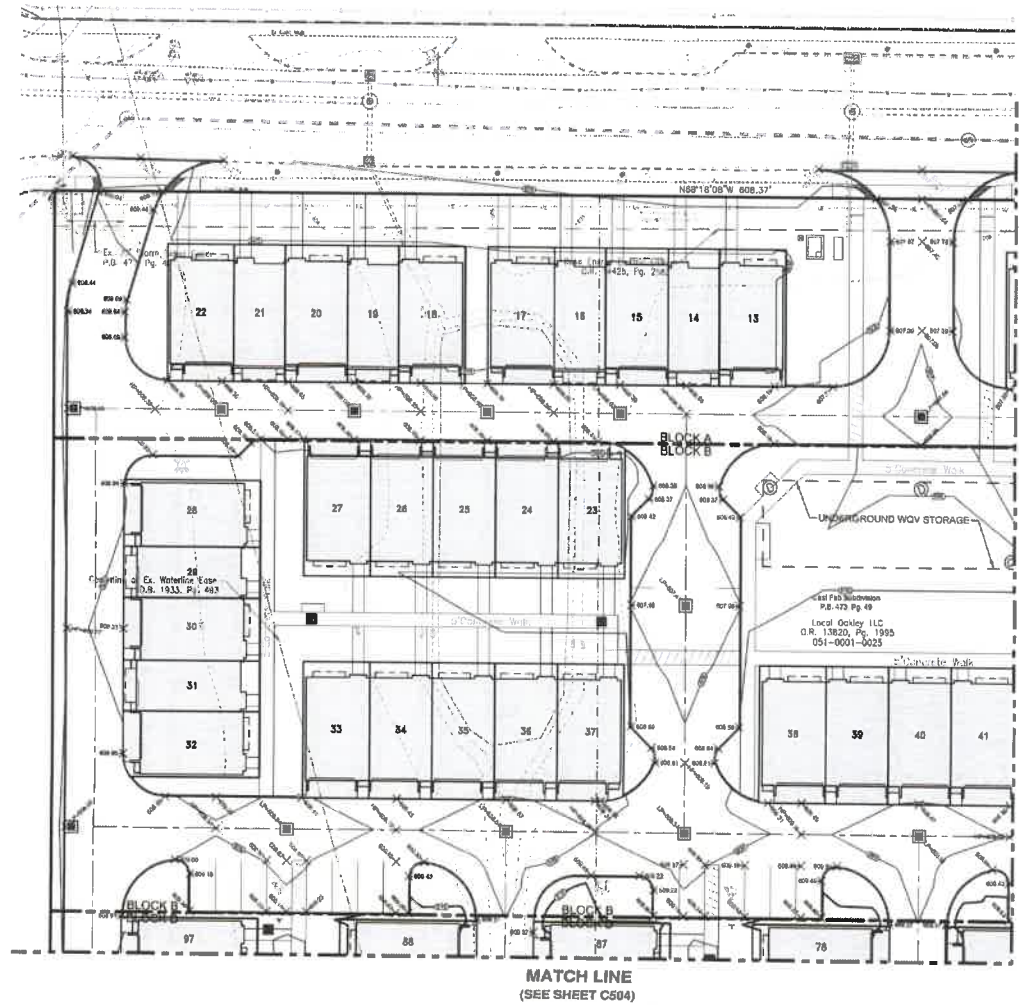


Drawing No. 17-0238-00
 Prepared By: FTH
 Checked By: JAB
 Date: 06-23-22

C500

Plot Date: Jun 22, 2022, 5:55 pm
 Drawing Name: J:\2022\17-0238\CAD\DWG\17-0238-00.dwg - Layout Tab: C500

Plot Date: Jan 22, 2025 - 5:50pm
 Drawing Name: J:\2025\2501\250102\250102.dwg - Layout Tab: C501



NOT FOR CONSTRUCTION

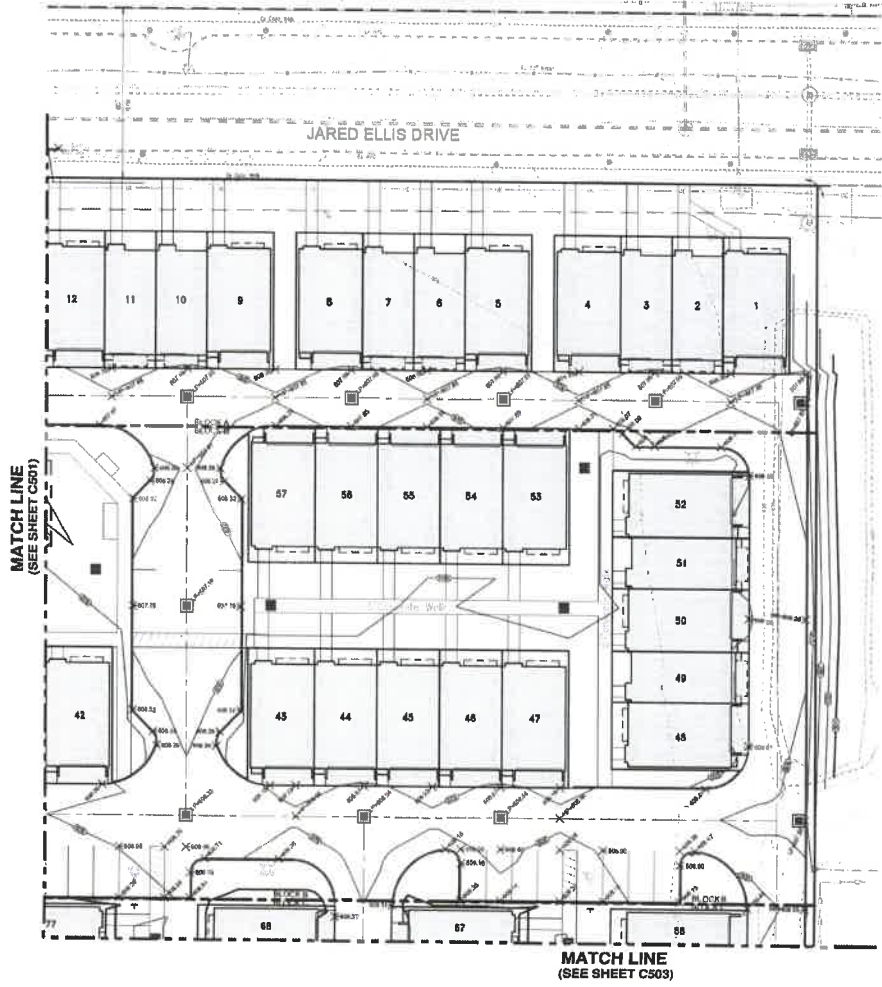
ARCADIA
 SECTION 16, TOWNSHIP 6, RANGE 1, 6TH
 EASTING, COUNTY OF CINCINNATI,
 HAMILTON COUNTY, OHIO



Drawing	25-01-02
Checked By	ETH
Drawn By	JAS
Plot Date	05-01-25

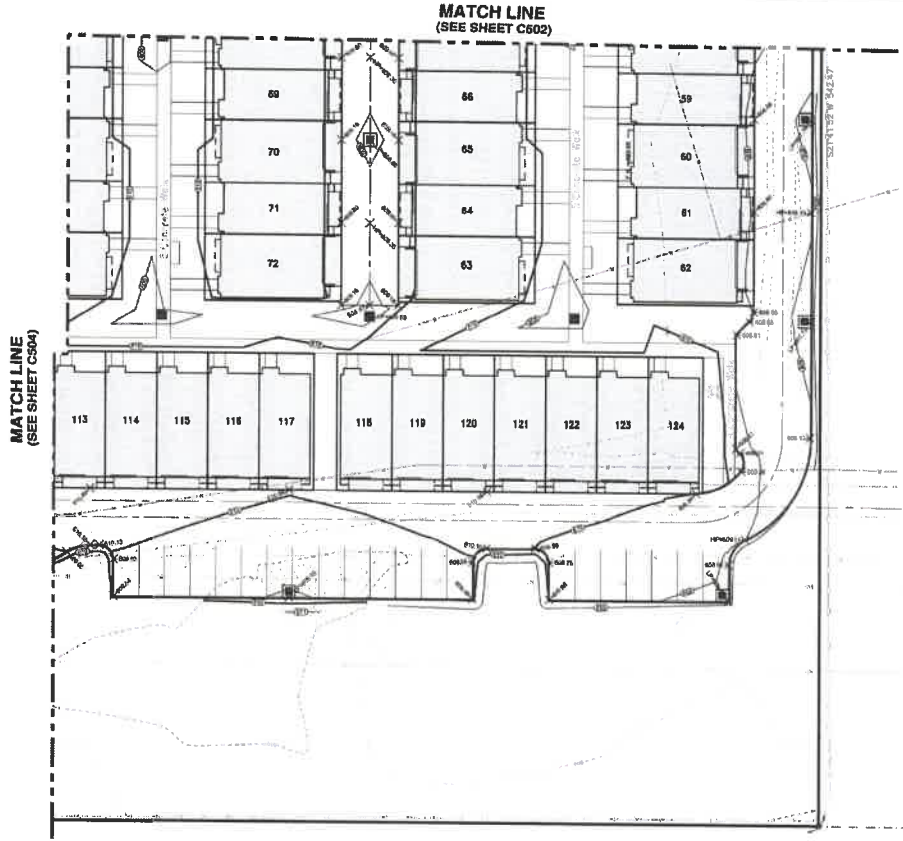
C501

Plot Sheet: Jun 20, 2023, 5:52pm
Drawing Name: J:\2023\17-020\DWG\17-020502\17-020502-1-Layout.rvt: C502



 Scale: 1" = 20'	
NOT FOR CONSTRUCTION	
ARCADIA	
SECTION 16, TOWNSHIP 2, RANGE 1, 8TH SOUTH, COUNTY OF CINCINNATI, HAMILTON COUNTY, OHIO	
GRADING PLAN	
 www.bayerbecker.com 3600 Winton Road, Suite 200 Mason, OH 45040-1100	
Project No:	17-020502
Drawn By:	ETH
Checked By:	JAB
Date:	05-20-23
C502	

Project: JUN 20 2025 4:02 PM
Drawing: 25020101-02020101W0201-0201-C01.dwg - Layout Tab: C502



Drawing: 25020101-02020101W0201-0201-C01.dwg
Sheet No: 25020101-02020101W0201-0201-C01
Checked By: ETH
Date: JUN 20 2025 4:02 PM

**bayer
becker**
6000 Wyandale Road, Suite A
Mason, OH 45040 513.338.8800

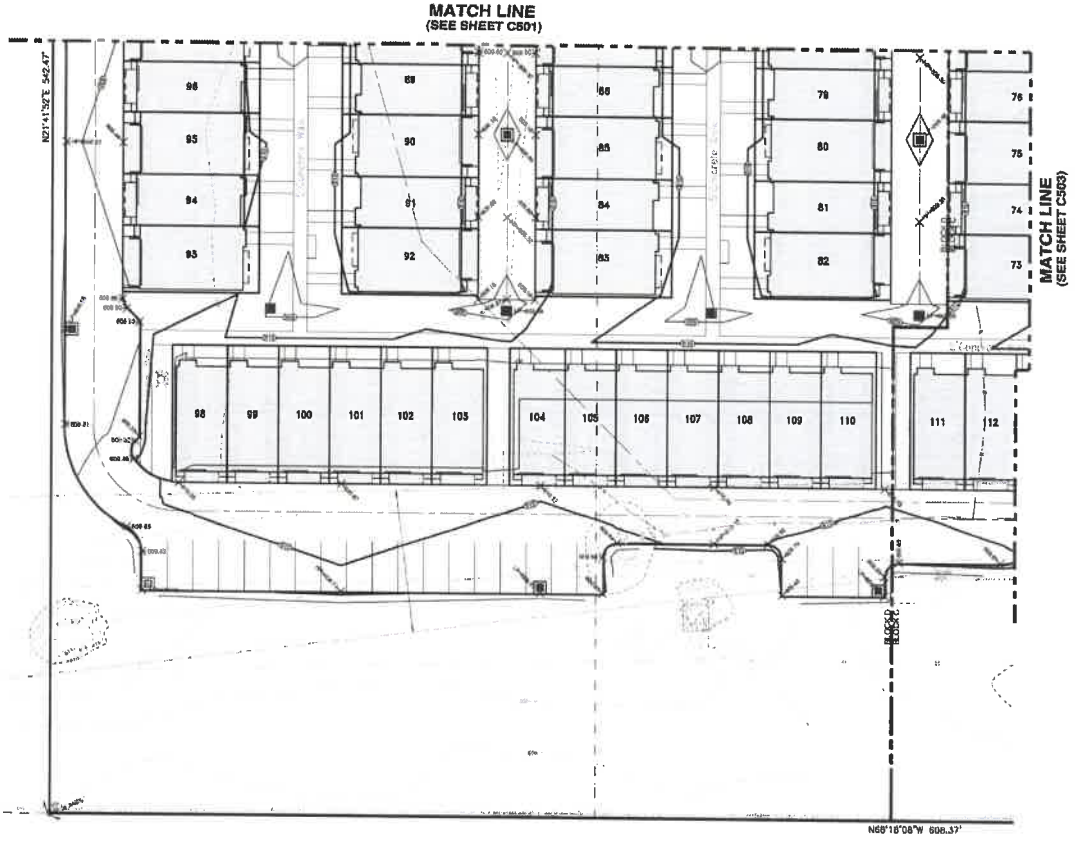
ARCADIA
SECTION 18, TOWN 4, E. RANGE 1 BTM
COLUMBIANA TWP
CITY OF COLUMBIANA
HAMILTON COUNTY, OHIO
GRADING PLAN

Revised: 02/08/2024
PRELIMINARY

Client: Down Corp



C503



PRELIMINARY

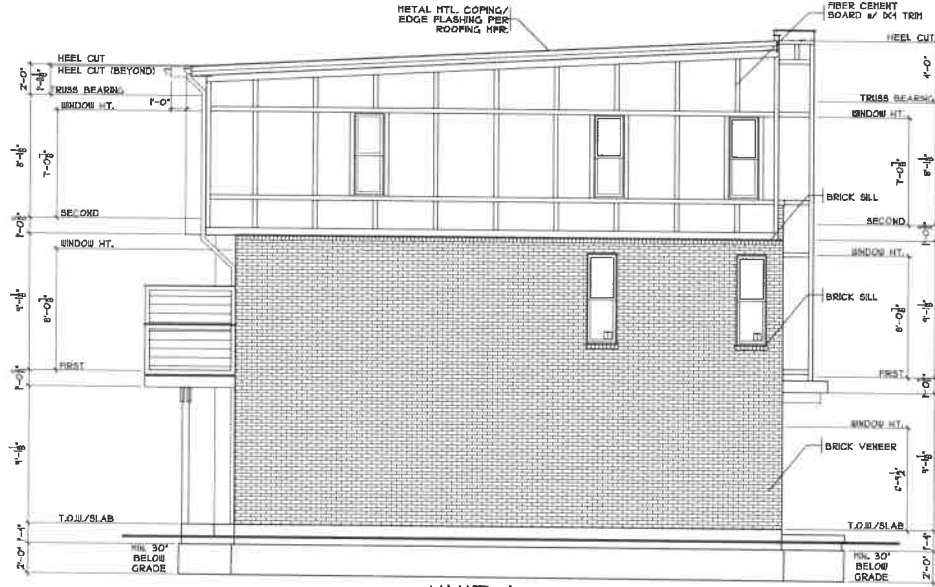
ARCADIA
SECTION 16, TOWN & S. RANGE 1 BTM
CINCINNATI TOWNSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO



Drawing: 21-10256-03
Created by: BTH
Checked by: JAB
Scale: 00-20-22

C504

H:\A\A\Projects\Struct\CRJ 2546 Elmwood-Eden (1) Unit A-B-B-A\CRJ 2546 Elmwood-Eden Timbersh - Unit A-B-B-A.dwg Thursday, Jan 11, 2023 10:02:21 AM



UNIT I
LEFT ELEVATION
 SCALE: 1/4" = 1'-0"

NOT FOR CONSTRUCTION

NO.	REVISION


SDA
 SABO DESIGN ASSOCIATES
 550 Wanda Center Road
 Suite 307
 Lombard, Ohio 45110
 (513) 683-1234
 sabodesignassociates.com

Arcadia

4-UNIT ELMWOOD-EDEN A-B-B-A
 CINCINNATI, OHIO

SHEET NO. 1 LEFT ELEVATION
 PROPOSED BUILDING

DESIGNED BY	CRJ/SH	DRAWN BY	SDG
CHECKED BY		APPROVED BY	
DATE	4/4/23	DATE	
SCALE	AS NOTED	APPROVED BY	
SHEET NO.			






A1c

PROJECT SUMMARY

ZONING: PD
 PROPOSED USE: TOWNHOMES
 TOTAL UNIT COUNT: 124
 TOTAL GRS ACREAGE: 7.8393 ACRES
 OVERALL DENSITY: 1637 D.U./ACRES
 OPEN SPACE: 2.83 ACRES (36.0%)
 PARKING: 1 GARAGE SPACES PER UNIT (124 TOTAL)
 82 TOTAL SURFACE SPACES
 4 ACCESSIBLE SPACES (MIN. 4 REQUIRED)

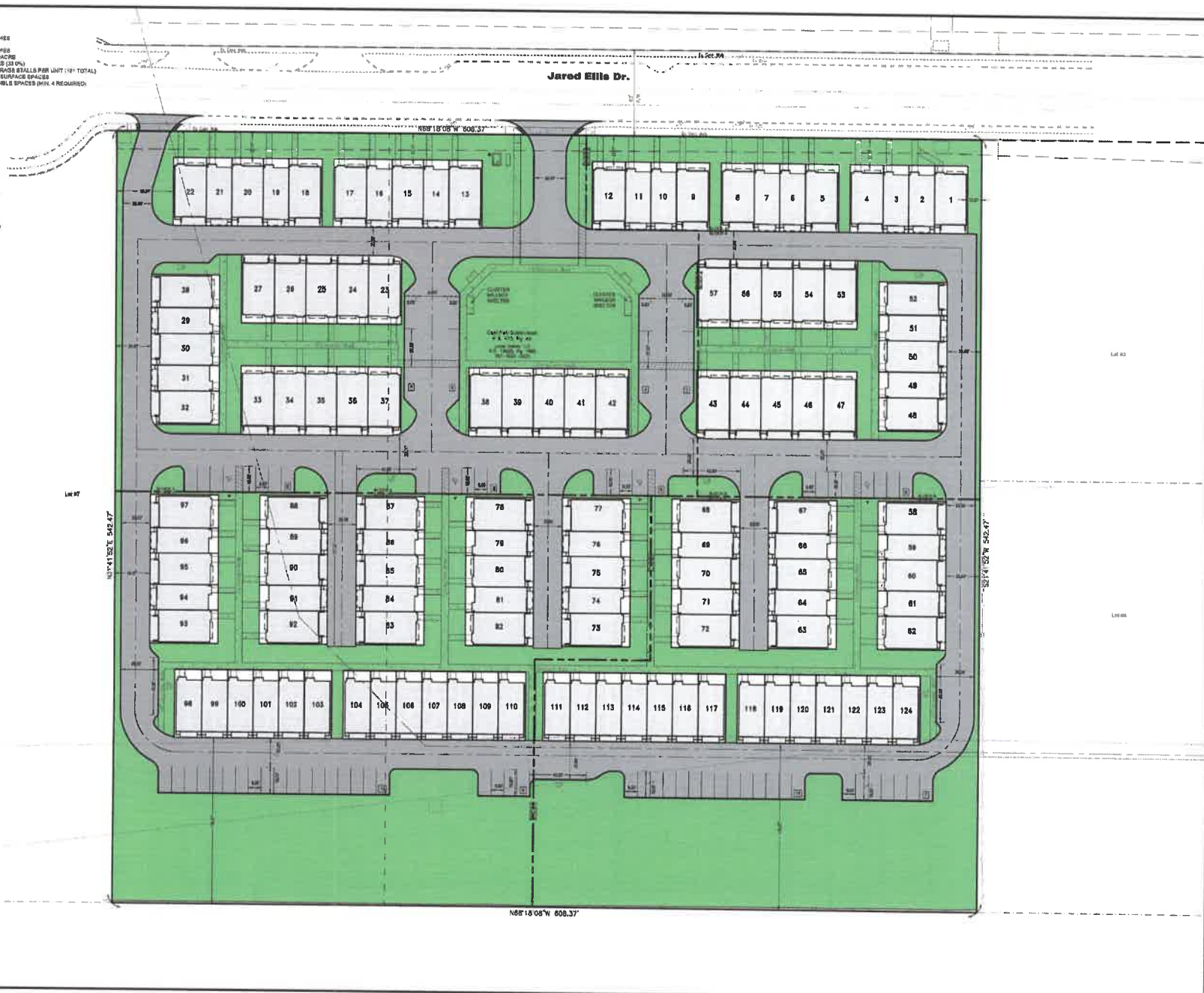
124 UNITS
67 UNITS TYPE-A
57 UNITS TYPE-B

LEGEND

-  PROPOSED CONCRETE WALK (REF DETAIL 210002)
-  PROPOSED CONCRETE DRIVE (SEE DETAIL 310002)
-  PROPOSED HEAVY DUTY ASPHALT PAVEMENT (SEE DETAIL 310002)
-  PROPOSED BUILDINGS SHOWN FOR REFERENCE
-  PARKING SPACE COUNT

NOTES

1. BLOCK PHASING SHOWN AS APPROXIMATE FOR REFERENCE ONLY. FINAL PHASING OF DEVELOPMENT TO BE DETERMINED.



NOT FOR CONSTRUCTION

ARCADIA
 SECTION 16, TOWN 4, F. RANGE 1 BTM
 COLUMBIANA TWP
 CITY OF CINCINNATI
 HAMILTON COUNTY, OHIO

LAYOUT PLAN



6400 Newland Road, Suite A
 Mason, OH 45040 • 513.535.0000

C200

File Name: Jan 21, 2020 - 10:28:36am
 Drawing Name: J:\2020\102 - 02252020\01\0005_C200.dwg - Layout 1.dwg - C200

Preliminary Lighting Schedule

Description	Quantity
LED Post Top	25

Option A



Option B



Option C



Post top poles height at 8'.
Luminaire on top of the post
adds an additional 20"-24"

Preliminary
06/22/2022 1:38:09 PM



KLH Engineers
Fort Thomas KY.
513.316.9310
Matt Minard
mminard@klhengrs.com

ARCADIA SITE LIGHTING PLAN 6.22.22

NOT FOR CONSTRUCTION





Memorandum

Date: March 28, 2022

To: Community Council Members
Oakley Community Council (OCC)

cc: Ms. Etta Reed, P.E., Bayer Becker

From: Wardell Wilcox, P.T.P., Bayer Becker

Subject: Arcadia (Cast Fab Lot 5) Development versus Existing CG-A Zoning District
Trip Generation Comparison

In response to the traffic concerns raised at the most recent Oakley Community Council (OCC) meeting and request for additional information, Bayer Becker (BB) has prepared this trip generation memorandum to outline a sample of the potential trips that could be developed under the existing CG-A zoning district, as a comparison to the proposed land use of the Arcadia (Cast Fab Lot 5) development. The size of Arcadia Lot 5 is 7.5766 (7.58 rounded) acres or 330,037 square feet. At 20 percent coverage, the existing total developable area is approximately 66,007 square feet. For analysis purposes, the existing Lot 5 density is assumed to be 66,000 square feet and the site plan for the proposed Arcadia Lot 5 shows 124 single-family attached dwelling units (see Attachment A).

The potential land use and densities selected, based on similar land uses in the area, for comparison to the proposed Arcadia Lot 5 development are listed as the following:

Proposed Arcadia Lot 5 Development

- Single-Family Attached Housing – 124 Dwelling Units.

Potential Existing CG-A Zoning Land Use Options

- Option 1 - General Office Building (Only) – 66,000 Square Feet.
- Option 2 - Medical Office Building (Only) – 66,000 Square Feet.
- Option 3 - Shopping Plaza (Only) – 66,000 Square Feet.
- Option 4 - Grocery Store (Only) – 66,000 Square Feet.

The trips generated by the proposed Arcadia Lot 5 development and the existing CG-A Zoning development options were estimated based on the latest trip rates provided by the Institute of Transportation Engineers (ITE), Trip Generation Manual, 11th Edition. The Arcadia Lot 5 development trips generated are provided in comparison to the various existing CG-A Zoning Land Use options in Table 1 through Table 4, on the following pages, and the individual ITE Trip Generation Land Use excerpts are provided as Attachment B.

Table 1
Arcadia Lot 5 Development vs Option 1 - CG-A Zoning Trip Generation Comparison

Land Use	ITE Code	Size	Unit	AM Peak Hour			PM Peak Hour		
				Enter	Exit	Total	Enter	Exit	Total
Single-Family Attached Housing	215	124	DU	18	41	59	40	30	70
General Office Building	710	66,000	SF	103	14	117	20	98	118
Difference Lot 5 - Opt 1 (Positive/Negative)				+85	-27	+58	-20	+68	+48

Positive = CG-A Zoning Trips are greater than Arcadia Lot 5 Trips.
Negative = CG-A Zoning Trips are less than Arcadia Lot 5 Trips.

Table 2
Arcadia Lot 5 Development vs Option 2 - CG-A Zoning Trip Generation Comparison

Land Use	ITE Code	Size	Unit	AM Peak Hour			PM Peak Hour		
				Enter	Exit	Total	Enter	Exit	Total
Single-Family Attached Housing	215	124	DU	18	41	59	40	30	70
Medical Office Building	720	66,000	SF	131	35	166	80	185	265
Difference Lot 5 - Opt 2 (Positive/Negative)				+113	-6	+107	+40	+155	+195

Positive = CG-A Zoning Trips are greater than Arcadia Lot 5 Trips.
Negative = CG-A Zoning Trips are less than Arcadia Lot 5 Trips.

Table 3
Arcadia Lot 5 Development vs Option 3 - CG-A Zoning Trip Generation Comparison

Land Use	ITE Code	Size	Unit	AM Peak Hour			PM Peak Hour		
				Enter	Exit	Total	Enter	Exit	Total
Single-Family Attached Housing	215	124	DU	18	41	59	40	30	70
Shopping Plaza 40-150k	821	66,000	SF	71	43	114	168	175	343
Difference Lot 5 - Opt 3 (Positive/Negative)				+53	+2	+55	+128	+145	+273

Positive = CG-A Zoning Trips are greater than Arcadia Lot 5 Trips.
Negative = CG-A Zoning Trips are less than Arcadia Lot 5 Trips.

Table 4
Arcadia Lot 5 Development vs Option 4 - CG-A Zoning Trip Generation Comparison

Land Use	ITE Code	Size	Unit	AM Peak Hour			PM Peak Hour		
				Enter	Exit	Total	Enter	Exit	Total
Single-Family Attached Housing	215	124	DU	18	41	59	40	30	70
Supermarket	850	66,000	SF	112	77	189	276	276	552
Difference Lot 5 - Opt 4 (Positive/Negative)				+94	+36	+130	+236	+246	+482

Positive = CG-A Zoning Trips are greater than Arcadia Lot 5 Trips.

Negative = CG-A Zoning Trips are less than Arcadia Lot 5 Trips.

As shown in each table, the total AM and PM peak hour trips generated by the proposed Arcadia Lot 5 development are less than the potential trips that could be generated under existing CG-A Zoning, based on the size and developable area of the lot.

Feel free to contact us at 513-336-6600 with any questions.

ATTACHMENT A

ATTACHMENT B

Land Use: 215

Single-Family Attached Housing

Description

Single-family attached housing includes any single-family housing unit that shares a wall with an adjoining dwelling unit, whether the walls are for living space, a vehicle garage, or storage space.

Additional Data

The database for this land use includes duplexes (defined as a single structure with two distinct dwelling units, typically joined side-by-side and each with at least one outside entrance) and townhouses/rowhouses (defined as a single structure with three or more distinct dwelling units, joined side-by-side in a row and each with an outside entrance).

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in British Columbia (CAN), California, Georgia, Illinois, Maryland, Massachusetts, Minnesota, New Jersey, Ontario (CAN), Oregon, Pennsylvania, South Dakota, Utah, Virginia, and Wisconsin.

Source Numbers

168, 204, 211, 237, 305, 306, 319, 321, 357, 390, 418, 525, 571, 583, 638, 735, 868, 869, 870, 896, 912, 959, 1009, 1046, 1056, 1058, 1077

Single-Family Attached Housing (215)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 22

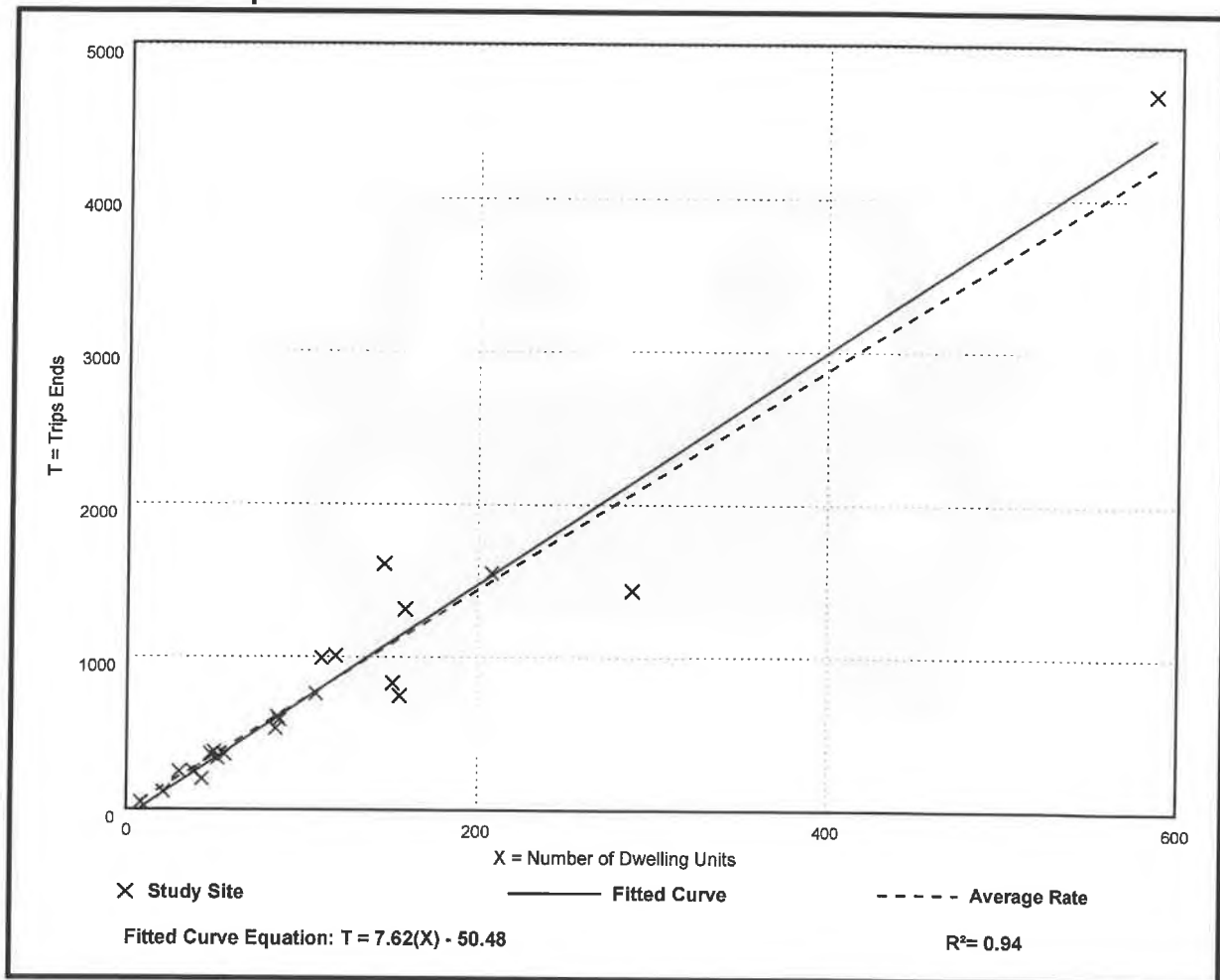
Avg. Num. of Dwelling Units: 120

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
7.20	4.70 - 10.97	1.61

Data Plot and Equation



Single-Family Attached Housing (215)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 46

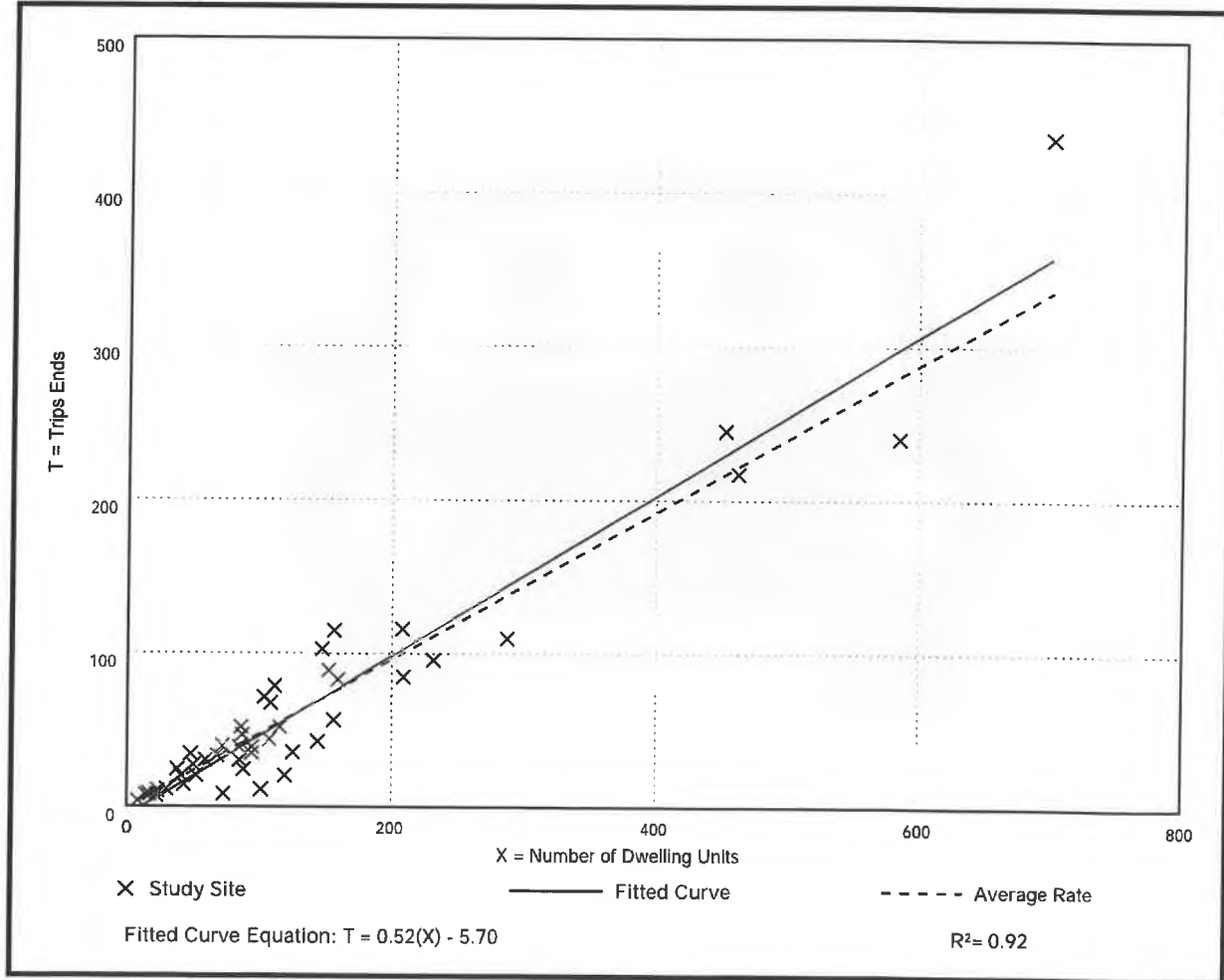
Avg. Num. of Dwelling Units: 135

Directional Distribution: 31% entering, 69% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.48	0.12 - 0.74	0.14

Data Plot and Equation



Single-Family Attached Housing (215)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 51

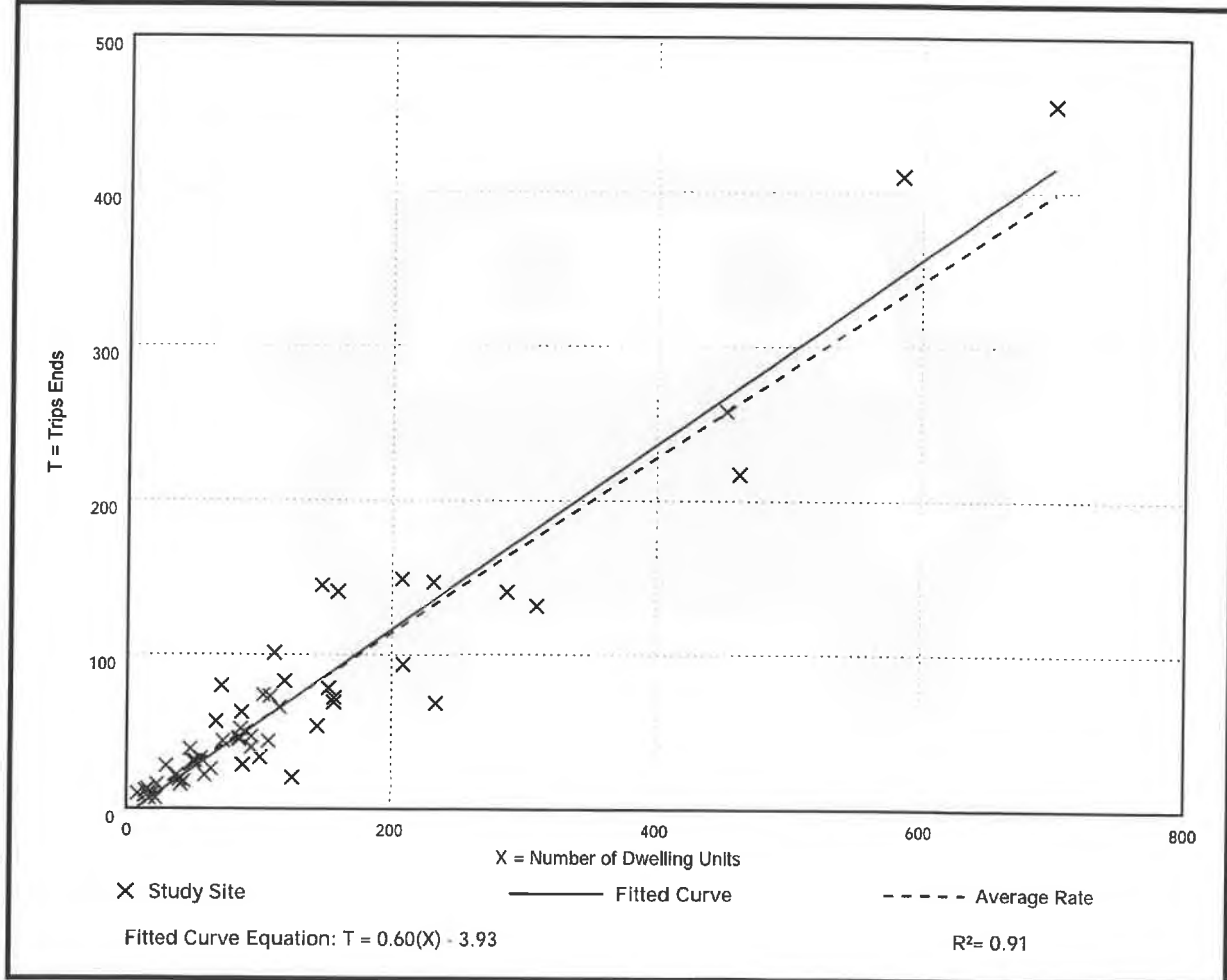
Avg. Num. of Dwelling Units: 136

Directional Distribution: 57% entering, 43% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.57	0.17 - 1.25	0.18

Data Plot and Equation



Land Use: 710

General Office Building

Description

A general office building is a location where affairs of businesses, commercial or industrial organizations, or professional persons or firms are conducted. An office building houses multiple tenants that can include, as examples, professional services, insurance companies, investment brokers, a banking institution, a restaurant, or other service retailers. A general office building with a gross floor area of 10,000 square feet or less is classified as a small office building (Land Use 712). Corporate headquarters building (Land Use 714), single tenant office building (Land Use 715), medical-dental office building (Land Use 720), office park (Land Use 750), research and development center (Land Use 760), and business park (Land Use 770) are additional related uses.

Additional Data

If two or more general office buildings are in close physical proximity (within a close walk) and function as a unit (perhaps with a shared parking facility and common or complementary tenants), the total gross floor area or employment of the paired office buildings can be used for calculating the site trip generation. If the individual buildings are isolated or not functionally related to one another, trip generation should be calculated for each building separately.

For study sites with reported gross floor area and employees, an average employee density of 3.3 employees per 1,000 square feet GFA (or roughly 300 square feet per employee) has been consistent through the 1980s, 1990s, and 2000s. No sites counted in the 2010s reported both GFA and employees.

The average building occupancy varies considerably within the studies for which occupancy data were provided. The reported occupied gross floor area was 88 percent for general urban/suburban sites and 96 percent for the center city core and dense multi-use urban sites.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The average numbers of person trips per vehicle trip at the eight center city core sites at which both person trip and vehicle trip data were collected are as follows:

- 2.8 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 2.9 during Weekday, AM Peak Hour of Generator
- 2.9 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 3.0 during Weekday, PM Peak Hour of Generator

The average numbers of person trips per vehicle trip at the 18 dense multi-use urban sites at which both person trip and vehicle trip data were collected are as follows:

- 1.5 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.5 during Weekday, AM Peak Hour of Generator
- 1.5 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 1.5 during Weekday, PM Peak Hour of Generator

The average numbers of person trips per vehicle trip at the 23 general urban/suburban sites at which both person trip and vehicle trip data were collected are as follows:

- 1.3 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 7 and 9 a.m.
- 1.3 during Weekday, AM Peak Hour of Generator
- 1.3 during Weekday, Peak Hour of Adjacent Street Traffic, one hour between 4 and 6 p.m.
- 1.4 during Weekday, PM Peak Hour of Generator

The sites were surveyed in the 1980s, the 1990s, the 2000s, the 2010s, and the 2020s in Alberta (CAN), California, Colorado, Connecticut, Georgia, Illinois, Indiana, Kansas, Kentucky, Maine, Maryland, Michigan, Minnesota, Missouri, Montana, New Hampshire, New Jersey, New York, Ontario (CAN) Pennsylvania, Texas, Utah, Virginia, and Washington.

Source Numbers

161, 175, 183, 184, 185, 207, 212, 217, 247, 253, 257, 260, 262, 273, 279, 297, 298, 300, 301, 302, 303, 304, 321, 322, 323, 324, 327, 404, 407, 408, 419, 423, 562, 734, 850, 859, 862, 867, 869, 883, 884, 890, 891, 904, 940, 944, 946, 964, 965, 972, 1009, 1030, 1058, 1061

General Office Building (710)

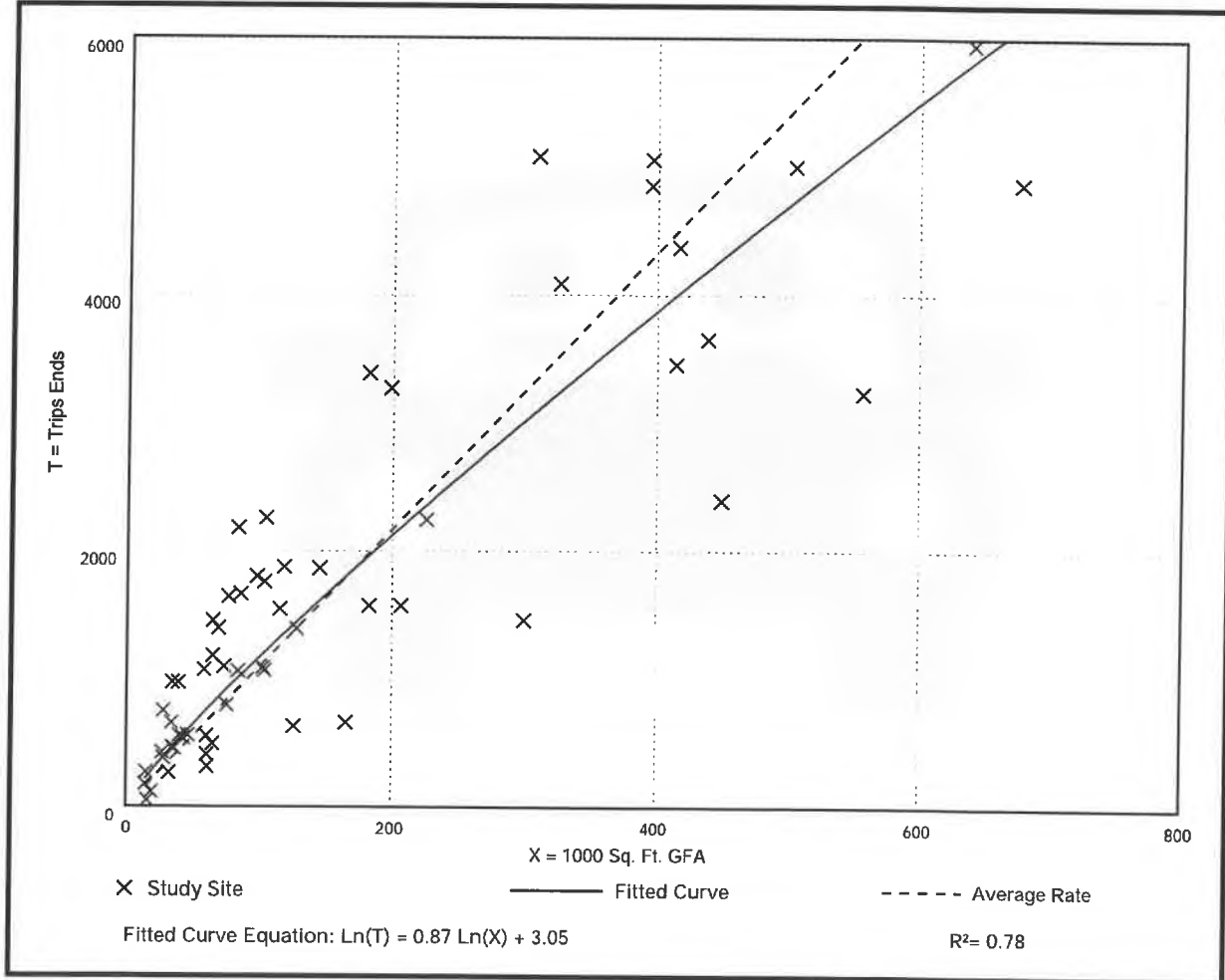
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 59
Avg. 1000 Sq. Ft. GFA: 163
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
10.84	3.27 - 27.56	4.76

Data Plot and Equation



General Office Building (710)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 221

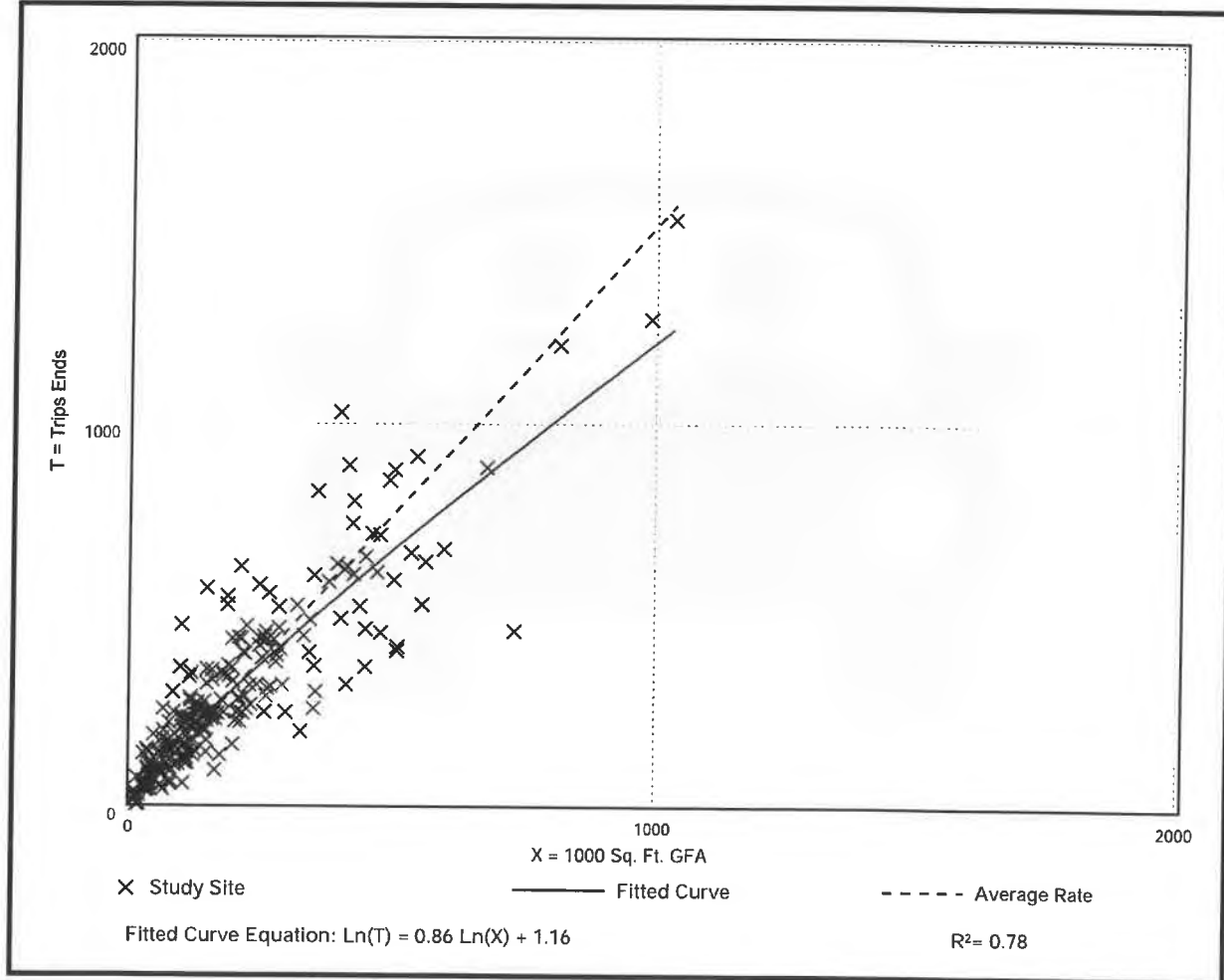
Avg. 1000 Sq. Ft. GFA: 201

Directional Distribution: 88% entering, 12% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.52	0.32 - 4.93	0.58

Data Plot and Equation



General Office Building (710)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 232

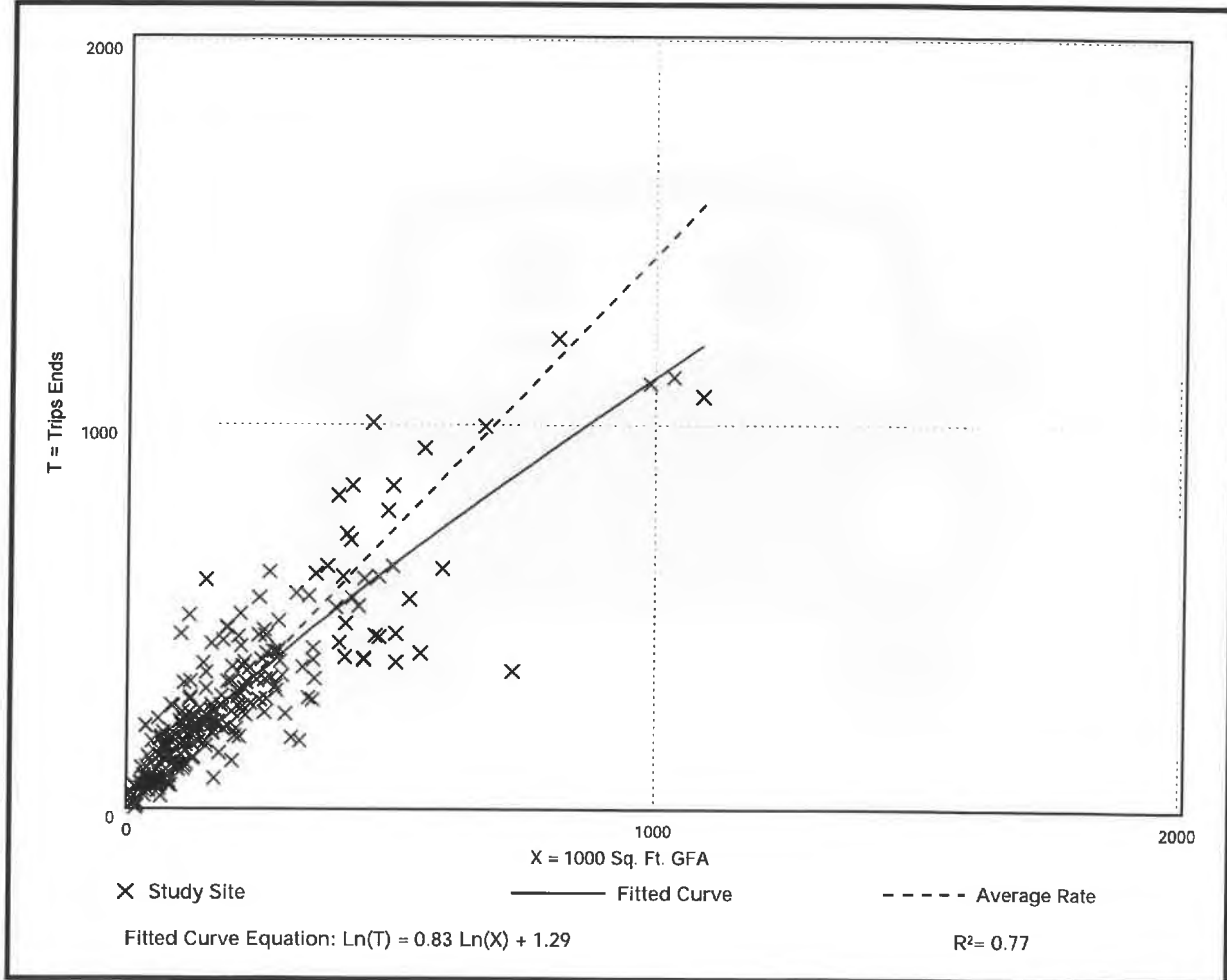
Avg. 1000 Sq. Ft. GFA: 199

Directional Distribution: 17% entering, 83% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.44	0.26 - 6.20	0.60

Data Plot and Equation



Land Use: 720

Medical-Dental Office Building

Description

A medical-dental office building is a facility that provides diagnoses and outpatient care on a routine basis but is unable to provide prolonged in-house medical and surgical care. One or more private physicians or dentists generally operate this type of facility. General office building (Land Use 710) and clinic (Land Use 630) are related uses.

Land Use Subcategory

Analysis of medical-dental office building data found that trip generation rates are measurably different for sites located within or adjacent to a hospital campus and sites that are stand-alone. Data plots are presented for these two land use subcategories.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), California, Connecticut, Kentucky, Maryland, Minnesota, New Jersey, New York, Ohio, Oregon, Pennsylvania, South Dakota, Texas, Virginia, Washington, and Wisconsin.

Source Numbers

104, 109, 120, 157, 184, 209, 211, 253, 287, 294, 295, 304, 357, 384, 404, 407, 423, 444, 509, 601, 715, 867, 879, 901, 902, 908, 959, 972

Medical-Dental Office Building - Stand-Alone (720)

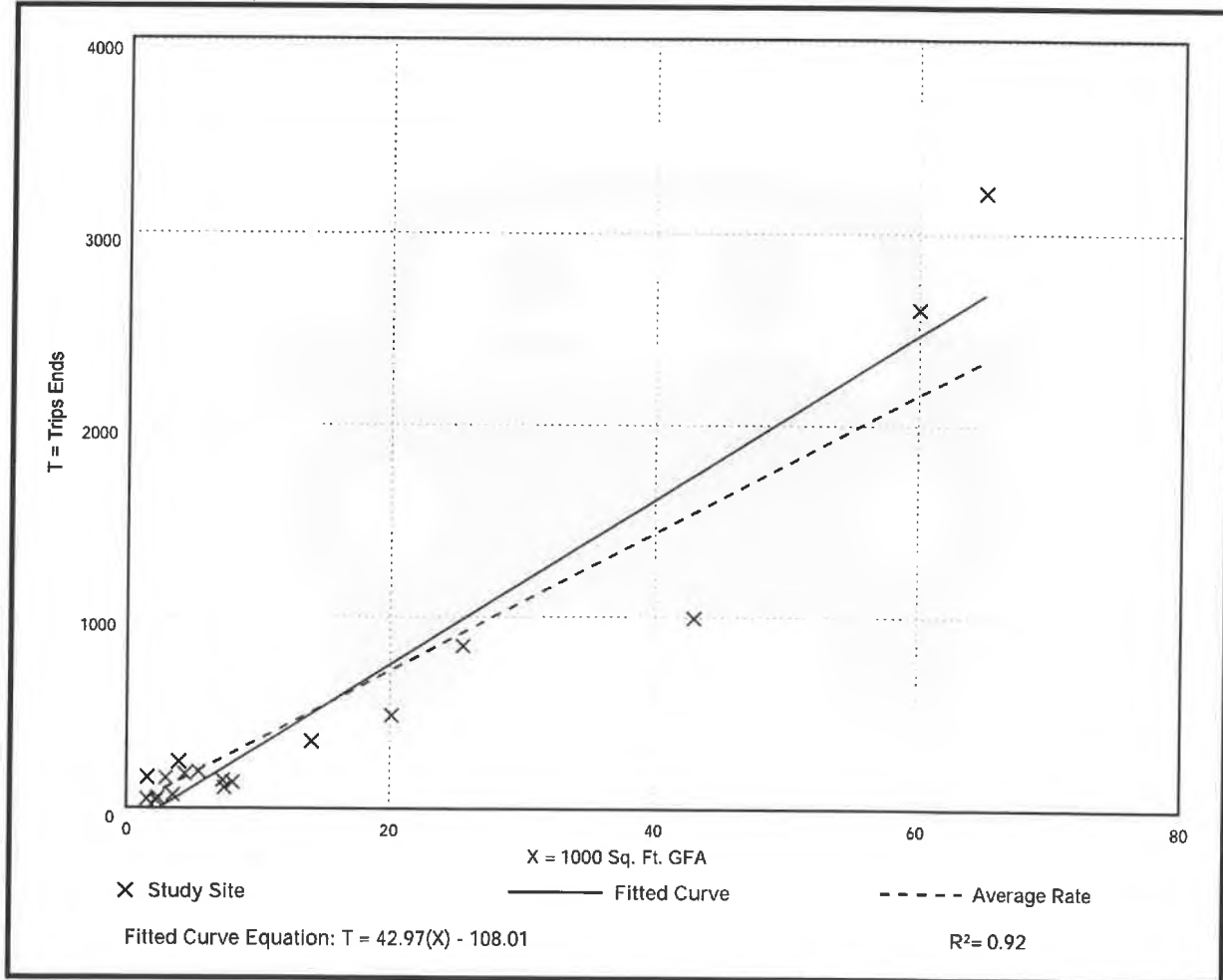
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 18
Avg. 1000 Sq. Ft. GFA: 15
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
36.00	14.52 - 100.75	13.38

Data Plot and Equation



Medical-Dental Office Building - Stand-Alone (720)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 24

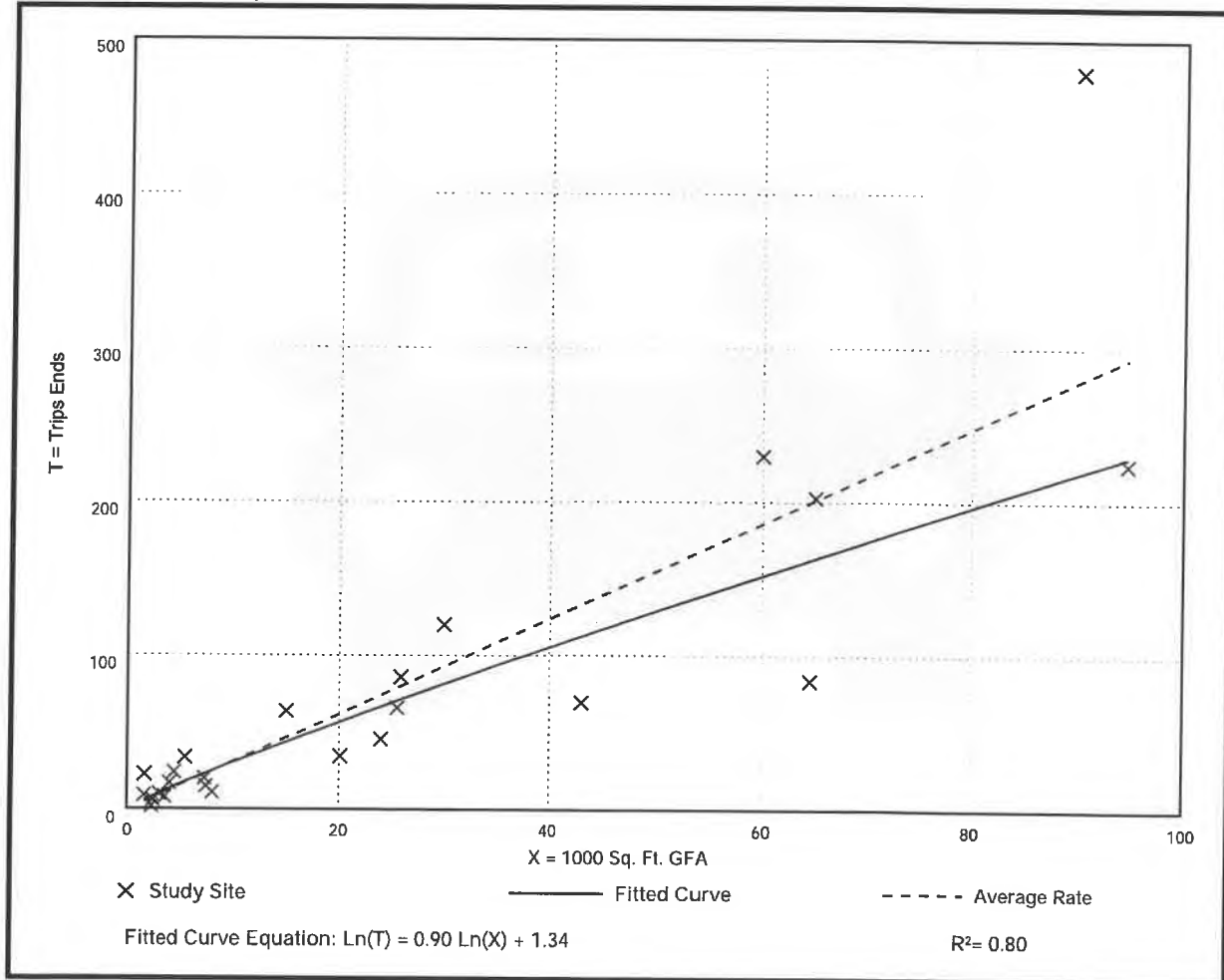
Avg. 1000 Sq. Ft. GFA: 25

Directional Distribution: 79% entering, 21% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
3.10	0.87 - 14.30	1.49

Data Plot and Equation



Medical-Dental Office Building - Stand-Alone (720)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 30

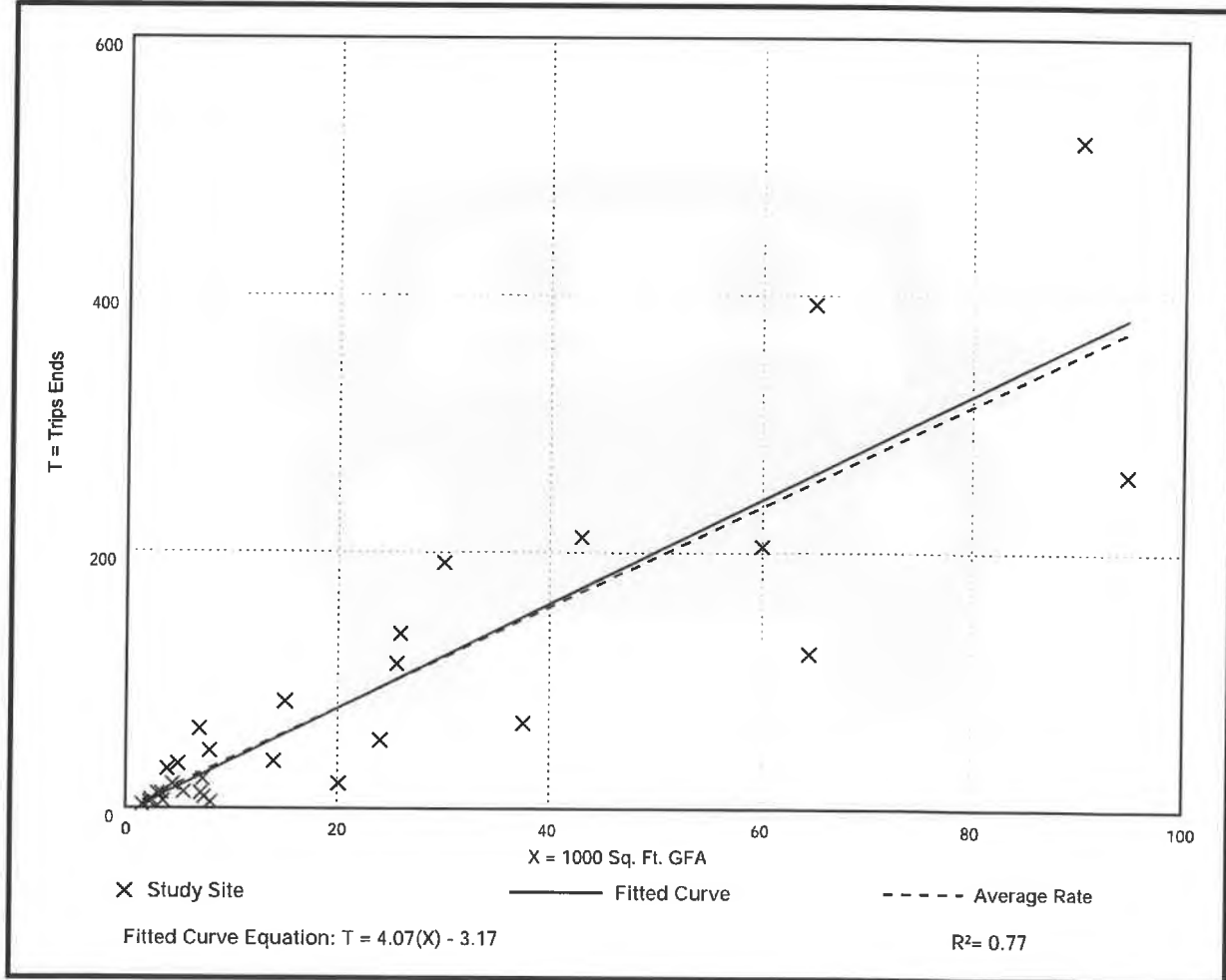
Avg. 1000 Sq. Ft. GFA: 23

Directional Distribution: 30% entering, 70% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
3.93	0.62 - 8.86	1.86

Data Plot and Equation



Land Use: 821

Shopping Plaza (40-150k)

Description

A shopping plaza is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. Each study site in this land use has between 40,000 and 150,000 square feet of gross leasable area (GLA). The term “plaza” in the land use name rather than “center” is simply a means of distinction between the different shopping center size ranges. Various other names are commonly used to categorize a shopping plaza within this size range, depending on its specific size and tenants, such as neighborhood center, community center, and fashion center.

Its major tenant is often a supermarket but many sites are anchored by home improvement, discount, or other stores. A shopping plaza typically contains more than retail merchandising facilities. Office space, a movie theater, restaurants, a post office, banks, a health club, and recreational facilities are common tenants. A shopping plaza is almost always open-air and the GLA is the same as the gross floor area of the building.

The 150,000 square feet GLA threshold value between shopping plaza and shopping center (Land Use 820) is based on an examination of trip generation data. For a shopping plaza that is smaller than the threshold value, the presence or absence of a supermarket within the plaza has a measurable effect on site trip generation. For a shopping center that is larger than the threshold value, the trips generated by its other major tenants mask any effects of the presence or absence of an on-site supermarket.

The 40,000 square feet GFA threshold between shopping plaza and strip retail plaza (Land Use 822) was selected based on an examination of the overall shopping center/plaza database. No shopping plaza with a supermarket as its anchor is smaller than 40,000 square feet GLA.

Shopping center (>150k) (Land Use 820), strip retail plaza (<40k) (Land Use 822), and factory outlet center (Land Use 823) are related uses.

Land Use Subcategory

The presence or absence of a supermarket in a shopping plaza has been determined to have a measurable effect on site trip generation. Therefore, data are presented for two subcategories for this land use: sites with a supermarket anchor and sites without a supermarket.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), British Columbia (CAN), California, Connecticut, District of Columbia, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Ontario (CAN), Oregon, Pennsylvania, South Dakota, Texas, Vermont, Virginia, Washington, and Wisconsin.

Source Numbers

105, 110, 156, 159, 186, 198, 204, 211, 213, 239, 259, 260, 295, 301, 304, 305, 307, 317, 319, 358, 376, 390, 400, 404, 437, 444, 446, 507, 580, 598, 658, 728, 908, 926, 944, 946, 960, 973, 974, 1004, 1009, 1025, 1069

Shopping Plaza (40-150k) - Supermarket - No (821)

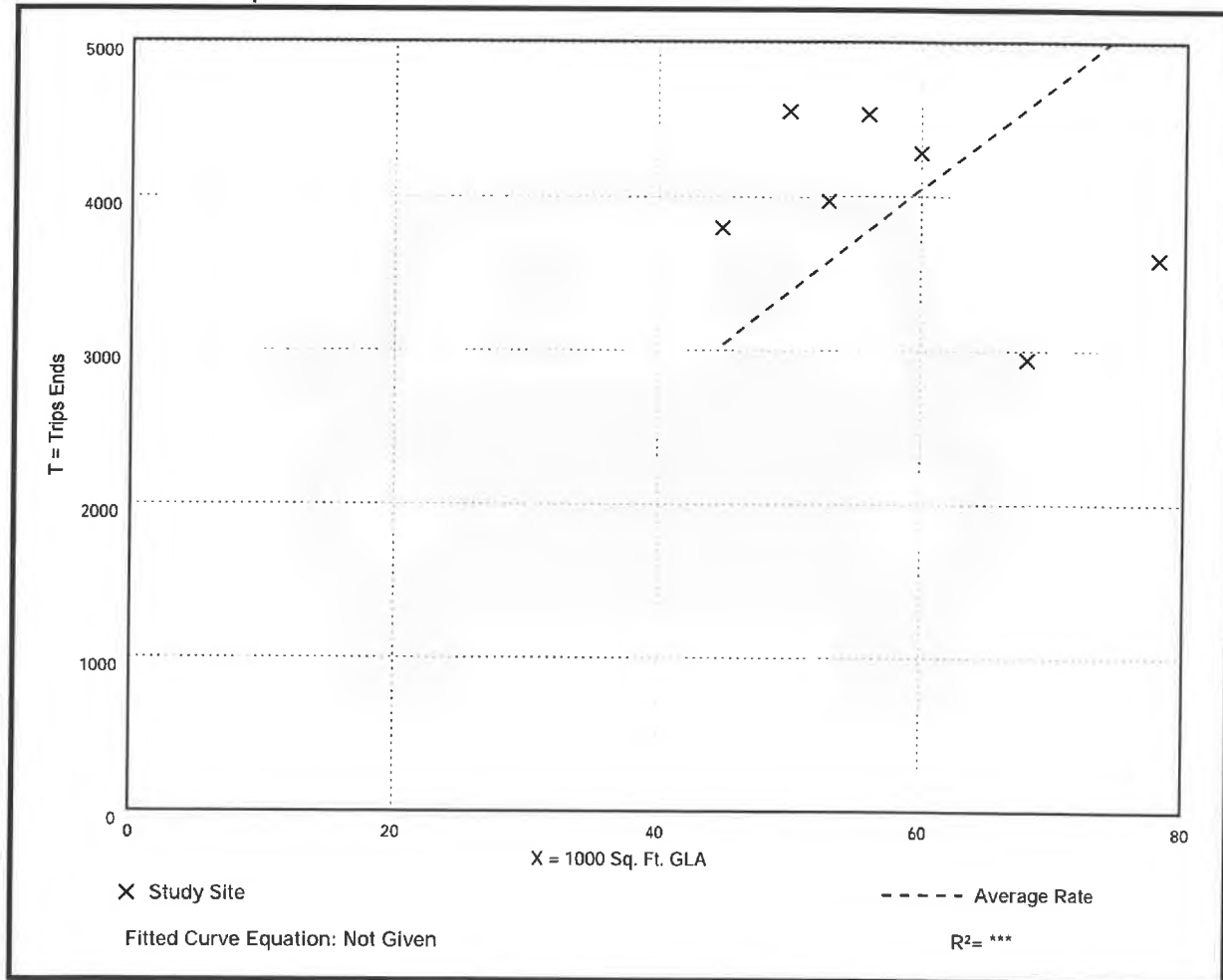
Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 7
Avg. 1000 Sq. Ft. GLA: 59
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
67.52	43.29 - 91.06	19.25

Data Plot and Equation



Shopping Plaza (40-150k) - Supermarket - No (821)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 13

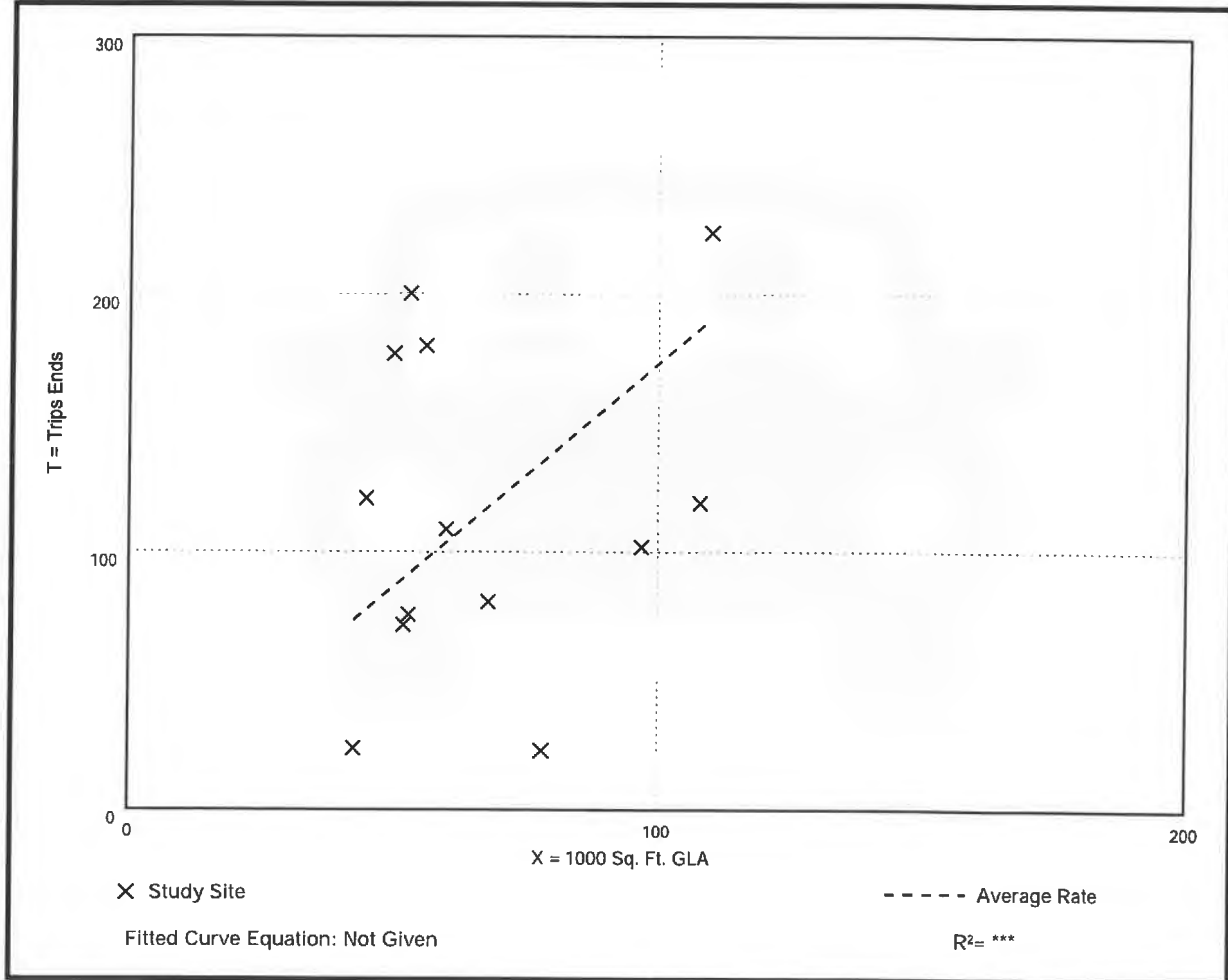
Avg. 1000 Sq. Ft. GLA: 67

Directional Distribution: 62% entering, 38% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
1.73	0.29 - 3.77	1.06

Data Plot and Equation



Shopping Plaza (40-150k) - Supermarket - No (821)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 42

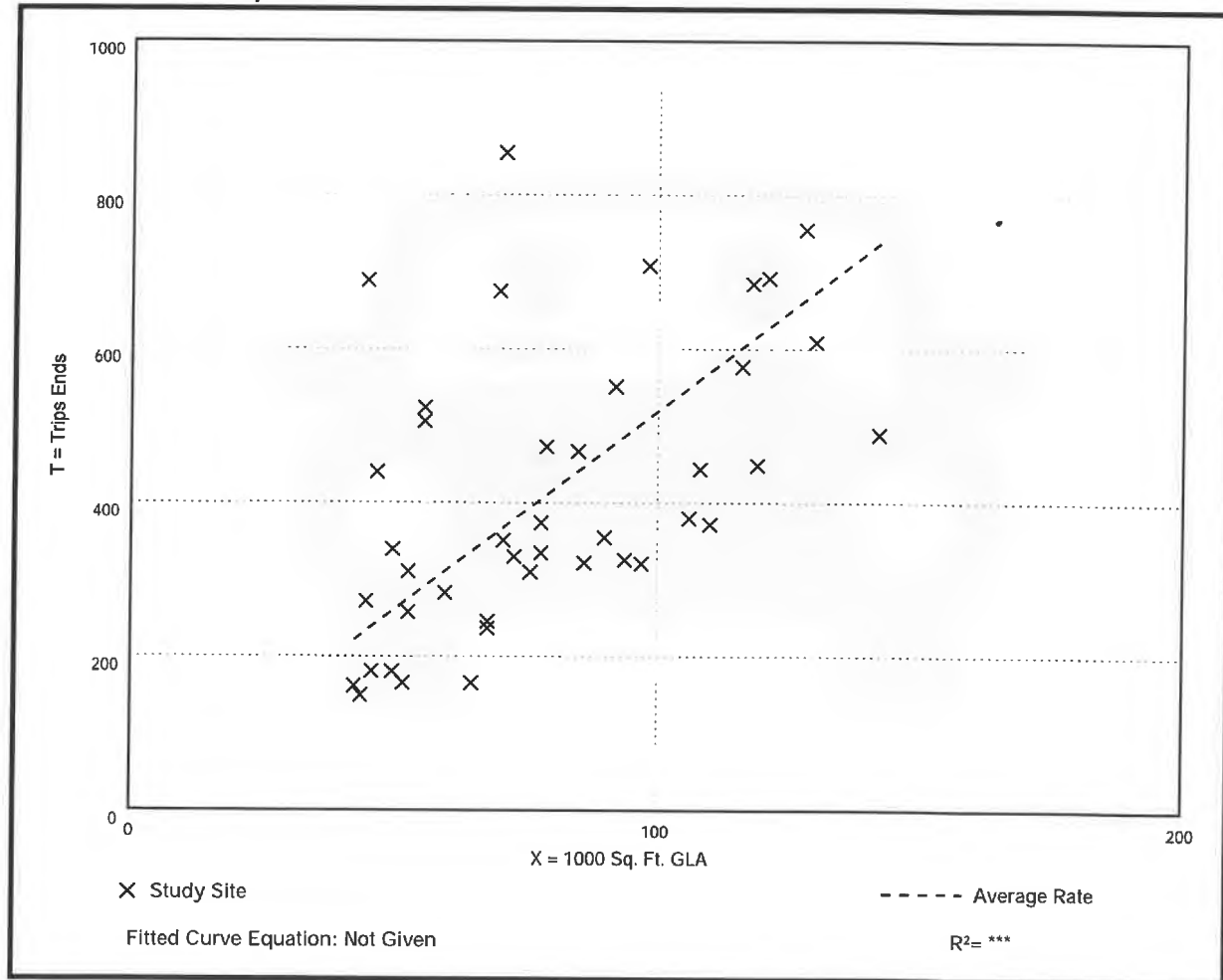
Avg. 1000 Sq. Ft. GLA: 79

Directional Distribution: 49% entering, 51% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
5.19	2.55 - 15.31	2.28

Data Plot and Equation



Land Use: 850 Supermarket

Description

A supermarket is a free-standing retail store that sells a complete assortment of food, beverage, food preparation materials, and household products. A supermarket may also provide additional products and services such as a bakery, dry cleaning, floral arrangements, greeting cards, a limited-service bank, and a pharmacy.

Additional Data

In prior editions of *Trip Generation Manual*, a separate land use code was assigned to a discount supermarket. With the addition of new supermarket data points, an examination of the database reveals very little difference between trip generation rates for the traditional supermarket and a reported discount supermarket. This examination looked at both the small discount supermarkets and the large discount supermarkets. As a result, all types of supermarkets are included in this land use database.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, the 2010s, and the 2020s in Alberta (CAN), California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Illinois, Kentucky, Maryland, Minnesota, Nevada, New Jersey, New York, Ontario (CAN), Oregon, Pennsylvania, South Dakota, Texas, Vermont, Virginia, Washington, and Wisconsin.

Source Numbers

213, 221, 236, 251, 273, 305, 359, 365, 438, 440, 442, 447, 448, 514, 520, 537, 552, 577, 610, 715, 716, 728, 738, 746, 854, 870, 882, 893, 917, 926, 935, 946, 959, 961, 966, 975, 1004, 1009, 1025, 1058, 1063, 1064

Supermarket (850)

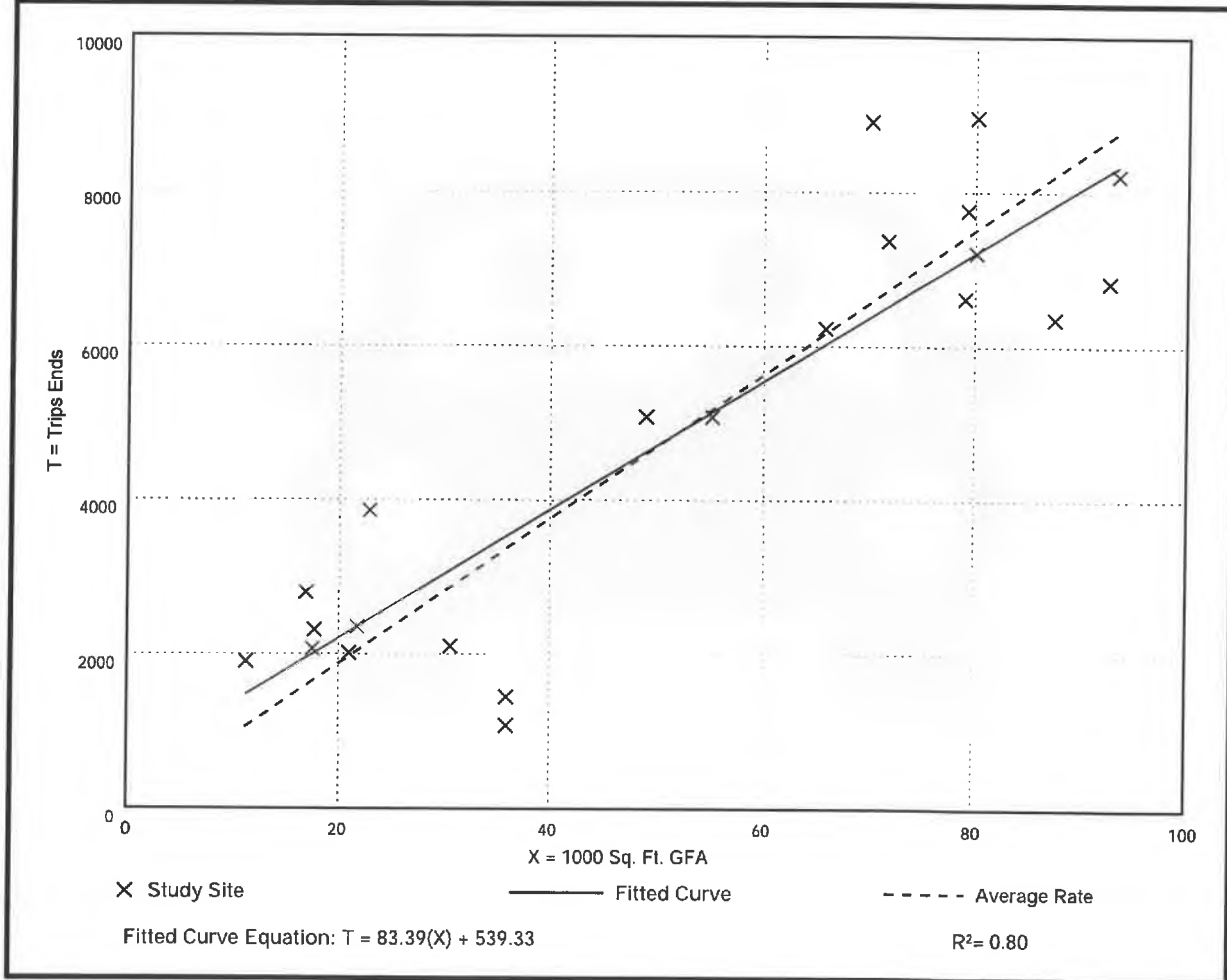
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 22
Avg. 1000 Sq. Ft. GFA: 52
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
93.84	30.09 - 170.24	27.05

Data Plot and Equation



Supermarket (850)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 34

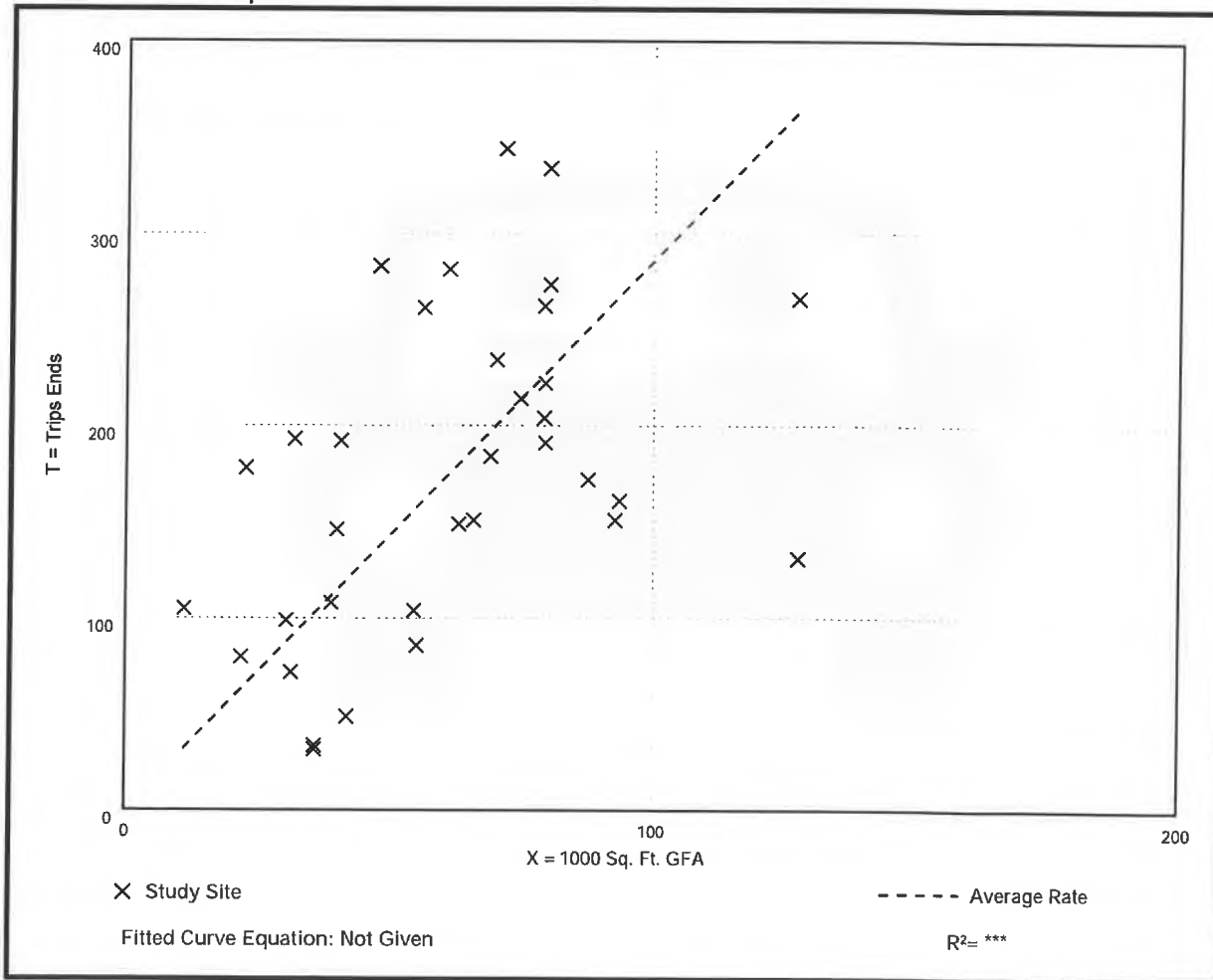
Avg. 1000 Sq. Ft. GFA: 61

Directional Distribution: 59% entering, 41% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
2.86	0.89 - 9.35	1.45

Data Plot and Equation



Supermarket (850)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 104

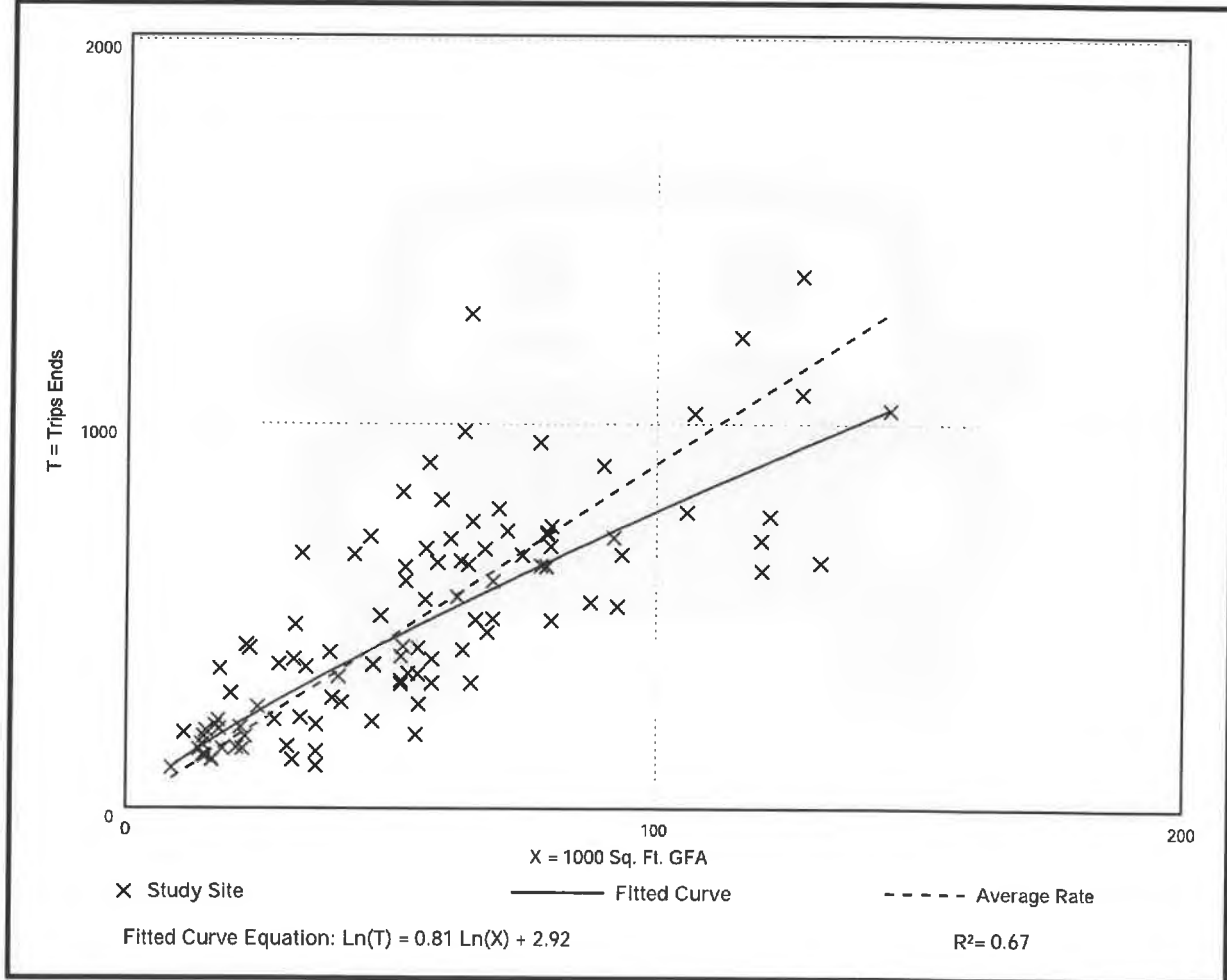
Avg. 1000 Sq. Ft. GFA: 55

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
8.95	3.11 - 20.30	3.32

Data Plot and Equation



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

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR _____ (“Declaration”) is made this _____ day of _____, 2022 by _____ an Ohio non-profit corporation (“Declarant”), whose address is _____, under the following circumstances:

A. Declarant is the owner of certain real property known as Arcadia Townhomes located on _____ Road, Cincinnati, Hamilton County, Ohio, more particularly described on **Exhibit A** attached hereto and made a part hereof (the “Property”). Declarant may, in the future, acquire or subject Additional Property (as hereinafter defined) to this Declaration, as provided herein, at which time said Additional Property shall also become part of the Property.

B. Declarant desires to declare that the Property shall be held, sold, and conveyed subject to the provisions of this Declaration; and

C. Declarant has formed an Ohio non-profit corporation to be known as _____ (the “Association”), which shall be responsible for the administration and enforcement of the provisions of this Declaration.

NOW, THEREFORE, for the purposes 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 declares that the Property shall be held, occupied, sold and conveyed subject to this Declaration.

ARTICLE 1
NAME, PURPOSE AND DEFINITIONS

Section 1.1 Name. The name of the Association shall be _____ (“Association”).

Section 1.2 Purpose. The purpose of the Association shall be as stated in the Articles of Incorporation. The Association has been incorporated as a not-for-profit corporation to administer the community known as _____. The Association is charged with enforcing the protective covenants and restrictions contained herein in order to establish and maintain a uniform plan for the use, enjoyment, and maintenance of the Lots located within the community, and thereby enhance and protect the value and desirability of these Lots.

Section 1.3 Definitions. As used herein or in the Bylaws, Rules and Regulations, or amendments thereto, the following terms shall be defined as follows:

“Additional Property” means that certain real estate within the vicinity of the Property.

“Articles” and **“Articles of Incorporation”** shall mean those Articles of Incorporation, filed with the Ohio Secretary of State, incorporating the Association as a not-for-profit corporation.

“Assessment” means a fee levied by the Board against an Owner pursuant to ARTICLE 4.

“Association” means _____ Inc., an Ohio not- for-profit corporation, or its successors.

“Board” or “Board of Directors” means the Board of Directors of the Association.

“Builder” means any other Person, except the Declarant, approved in writing by Declarant, who acquires a Lot for the purpose of improving that Lot and erecting a Dwelling Unit thereon for resale to an Owner.

“Bylaws” means the Bylaws of the Association attached hereto as **Exhibit B** and made a part hereof.

“Common Elements” or “Common Elements” means all real and personal property owned, under easement, leased, or managed by the Association for the common use and enjoyment of the Owners, including all improvements thereon. This real and personal property includes, but is not limited to: (a) areas designated as “Open Space,” “Common Elements,” “Private Roadways,” or the like in this Declaration or on the recorded plat(s) of the Property, or as easement areas in favor of the Association or the Property generally, together with all improvements and amenities associated with each such area; (b) utilities, including but not limited to sewer, gas, water, cable television and electric lines, owned or leased by the Association; (c) areas designated as maintenance easements in favor of the Association, including maintenance easement areas; (d) storm water detention areas or retention areas located on the Property or located off-site but serving the Property, including the pond, pipes, headwalls, ditches, culverts, landscaping and other

facilities located in those areas; and (e) drainage lines and facilities located within areas designated as private drainage easements on the recorded plat(s) of the Property, including all storm drains, inlets, pipes, headwalls, culverts, outlets and associated improvements and landscaping.

“Common Expense” means the costs incurred, the expenditures made by, or the financial liabilities of, the Association, together with any allocations to reserves.

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

“Default” means any violation or breach of, or any failure to comply with, this Declaration or the Bylaws, and the Rules and Regulations or other standards or regulations adopted pursuant to this Declaration.

“Development Period” is the date upon which the Declarant turns control of the Association over to the Members. The Development Period shall be the earlier to occur of (i) within thirty (30) days following the date when one hundred percent (100%) of the Dwelling Units which may be built on the Property, including any Additional Property; and (ii) ___ years from the date this Declaration is recorded. Declarant may choose to turn control of the Association over to the Members at an earlier date of its choosing.

“Dwelling Unit” means any building or portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single person, a family or family-sized group of persons. Each Dwelling Unit shall contain an area which approximates the exterior face of the foundation wall dimensions of the structure, as well as any attached deck, cantilever, and structural components of the structure, and shall include the Dwelling Unit’s side of one-half(½) of any Party Wall (as hereinafter defined) dividing a Dwelling Unit structure from any other Dwelling Unit.

“Good Standing” means that an Owner is current in the payment of all sums due to the Association and is thus eligible to vote.

“Lot” means any sub-divided parcel of the Property upon which a single-family Dwelling Unit has been or may be constructed. Unless the context otherwise requires, the term “Lot” shall be deemed to include both the parcel of land and the Dwelling Unit situated thereon.

“Lot Owner” or “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 99 years or more, but shall not include the Association. Such term shall include contract sellers except those having an interest merely as security for the performance of an obligation.

“Member” means a member of the Association. All Lot Owners shall be Members.

“Occupant” means any person in possession of a Lot or Dwelling Unit whether or not such possession is lawful and shall include but not be limited to, an Owner’s family members, guests, invitees, Tenants and lessees.

“**Person**” shall mean a natural person, a corporation, a partnership, a limited liability company, a trustee, or any other legal entity.

“**Private Roadway**” shall mean that area and refer to that certain easement over the Private Roadway located on the Property.

“**Property**” means all the real estate which comprises Arcadia Townhomes, including the Lots and the Common Elements, as described in Exhibit A attached hereto. When portions of the Additional Property are subjected to this Declaration pursuant to ARTICLE 13 herein, those portions shall then be deemed part of the Property.

“**Restrictions**” means all covenants, conditions, restrictions, easements, charges, liens and other obligations provided for in this Declaration, including, without limitation, the Rules and Regulations issued in accordance with this Declaration.

“**Rules and Regulations**” mean the administrative rules and regulations enacted by the Board pursuant to the authority therefor in this Declaration and under Ohio law.

“**Structure**” means any improvement on a Lot or on the Common Elements forming a construction for occupancy or use including, but not limited to, any building, garage, porch, shed, greenhouse, bathhouse, coop, cage, covered or uncovered patio, swimming pool, fence, tennis court, wall, signboard, house trailer, play set or swing set, play structure, driveway, walkway, basketball pole, deck, or any other temporary or permanent improvement; and any excavation, fill, ditch, dam or other thing or device that changes the grade of any land by more than six inches (6") or alters the natural flow of waters from, upon or across any Lot or the Common Elements.

“**Subdivision**” means all phases or articles of the Record Plat for _____, a subdivision in Oakley, Hamilton County, Ohio, and consisting of all the property from time to time made subject to the provisions of this Declaration.

“**Supplemental Declaration**” shall mean an amendment or supplement to this Declaration executed by or consented to by Declarant which subjects all or any portion of the Additional Property to this Declaration; imposes, expressly or by reference, additional restrictions and obligations on the land subject to this Declaration.

“**Survey Plat**” means the plat of _____, recorded at Plat Book ____, Page ____, of the Hamilton County, Ohio Records, and any additional future plats that are recorded in addition thereto.

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

ARTICLE 2

PROPERTY RIGHTS

Section 2.1 Owner's Right of Enjoyment. Every Owner and, in the case of rented Dwelling Units, such Owner's Tenants, shall have a right to an easement for the enjoyment of in, and to the Common Elements, and such right and easement shall be appurtenant to and shall pass with title to every Lot, subject to the following:

(a) The right of the Association to borrow money for the purpose of improving the Common Elements, and in aid thereof to mortgage the Common Elements;

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Elements against mortgage default and/or foreclosure;

(c) The rights of the Association and Owners of Lots to a perpetual easement over any Common Elements, and upon other Lots for such portions of their Dwelling Units that may overhang or encroach on said Common Elements or upon any other Lot, and for necessary pedestrian and automotive ingress and egress to and from such Dwelling Unit over the streets of the Common Elements and for gas, electric, telephone, water, sewer, drain, cable television connections, and other utility conduits with rights to repair, maintain, and replace same, as they may be established over, upon, and through the Common Elements or other Lots, which rights are hereby expressly established, granted, and reserved for the benefit of the individual Lots;

(d) Easements and restrictions of record and the easements and licenses set forth below in ARTICLE 8.

Section 2.2 Rights Not Subject to Suspension. Notwithstanding anything herein contained to the contrary, the rights and easements created in Section 2.1(c) of this ARTICLE 2 shall not be suspended by the Association for any reason.

ARTICLE 3 **THE ASSOCIATION**

Section 3.1 Formation. The Declarant has caused or will cause to be chartered, in accordance with Chapter 1702 of the Ohio Revised Code, a nonprofit corporation named _____, Inc. The purposes of the Association are to provide for the administrative governance, maintenance and upkeep of the Property and to enforce the restrictive covenants.

Section 3.2 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.

Section 3.3 Voting Rights. Members shall be entitled to vote on matters properly before them in accordance with this Article and the laws of the State of Ohio. Any Member who does not reside in the Dwelling Unit that he or she owns shall have the continuing obligation to keep the Association informed in writing as to such Member's current mailing address and telephone number. Any such Member who does not provide the Association such current contact information in writing, which prevents reasonable attempts to provide notices to such Member as required by this Declaration and Bylaws, shall be deemed thereby to have relinquished his or her right to vote on matters brought before the Owner's.

Section 3.4 Number of Votes. The Declarant shall have ten (10) votes per Lot owned. All other Owners shall have one (1) vote per Lot. If only one (1) of several Owners for a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one (1) of the Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if anyone (1) of the Owners casts the vote allocated to that Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. The Association may adopt rules regarding deadlocks. No votes allocated to any Lots owned by the Association may be cast.

Section 3.5 Proxies. A vote allocated to a Lot may be cast pursuant to a proxy duly executed by an Owner. An Owner may revoke a proxy given pursuant to this section only by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. Except as hereinafter provided, a proxy shall terminate one (1) year after its date, unless it specifies a shorter time. Written notice to the Board or notice in a meeting of revocation of a proxy designation shall not affect any vote or act previously taken. Each proxy shall automatically expire upon conveyance of the Lot.

Section 3.6 Annual Meeting. A meeting of the Members of the Association must be held at least once a year after the Declarant has turned over control of the Association. The Declarant is not obligated to hold any meetings of the Association until the Development Period Special Meeting (as defined in the Bylaws).

Section 3.7 Managing Agent. The Board may employ for the Association a professional managing agent or agents at a compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, certain powers granted to the Board by this Declaration. The Declarant, or an affiliate of the Declarant, may be employed as a managing agent or manager.

ARTICLE 4 **ASSESSMENTS**

Section 4.1 Covenant for Assessments. Each person, group of persons, or entity who becomes an Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) Annual Assessments; (2) Individual Assessment; (3) Special Assessment; and (4) Working Capital Assessment, such Assessments to be fixed, established, and collected from time to time as hereinafter provided. All Assessments, together with interest thereon as hereafter provided and costs of collection thereof (including court costs and reasonable attorney's fees) as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the Lot against which such Assessment is made. Each such Assessment, together with such interest thereon and cost of collection as herein provided, shall also be the personal obligation of the person, group of persons, or entity who was the Owner of such Lot at the time when the Assessment fell due.

Section 4.2 Annual Assessment; Purposes. The Annual Assessments levied by the Association are for the purpose of promoting and protecting the recreation, scenic enjoyment, health,

and welfare of the residents; for protecting, advancing and promoting the environmental concept of the Property; and for preserving the aesthetic and scenic qualities of the Property. The Annual Assessment shall be levied by the Association to be used currently, and to provide an adequate reserve fund for future use, for the following purposes:

(a) The improvement and maintenance of the Common Elements, including, but not limited to: the payment of insurance and fidelity bonds; for repairs, replacements and additions; for the cost of labor, equipment, and materials; for the management and supervision of the Common Elements; and the maintenance, repair and landscaping of the Common Elements, all as set forth in the definition of Common Expenses above.

(b) To repair, maintain, replace, and restore the following components of the Lots: (i) Landscaping, trees and shrubs located on individual Lots (excluding any landscaping installed by an individual Lot Owner, which has been approved by the Board); (ii) Mowing, edging and fertilization of all grass located on the individual Lots as well as the cost of spring time mulching of landscape beds; (iii) Sealing, patching and paving of the Private Roadway and any driveway and parking areas within the maintenance easement areas located on the Lots; (iv) All pipes, lines, wires, and utility components that serve more than one Dwelling Unit, up to the point of connection at which point such pipe, line, wire, or component serves one Dwelling Unit ("Utility Lines"); and (v) reasonable reserves for contingencies, replacements and working capital.

The Annual Assessment may be used for such additional matters, consistent with the general purposes of this Annual Assessment, as may be approved in writing by Declarant, if prior to the expiration of the Development Period and sixty-seven percent (67%) of the Lot Owners. The Annual Assessment shall be fixed at a uniform rate based upon the number of Dwelling Units. The Annual Assessments shall be payable in advance in equal installments as determined by the Board.

The Annual Assessment shall be estimated initially in accordance with Section 4.5 of this Declaration. The obligation to pay the Annual 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 of the Property. Each Owner, by acceptance of a deed, covenants and agrees to pay such Annual Assessment.

Section 4.3 Special Assessments. In addition to the other Assessments authorized herein, and to the extent that the reserve fund is insufficient, the Association may levy special assessments for the following reasons ("Special Assessments"):

(a) The amount of any operating deficit incurred in any calendar year may be paid by means of 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 this Section 4.3.

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

So long as the total amount of Special Assessments allocable to each Lot or Dwelling Unit does not exceed one hundred twenty percent (120%) of the Annual Assessment for that fiscal year, the Board may impose the Special Assessments. Any Special Assessments which will cause the amounts of Special Assessments allocable to any Lot or Dwelling Unit to exceed this limitation shall be effective only if approved by a majority vote of the Members present and voting at a meeting duly called for such purpose. 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.

Section 4.4 Individual Assessments. The Association may levy Individual Assessments against specific Lot Owners for the following:

(a) The costs of maintenance, repair, and/or replacement of the Common Elements incurred by the Association due to the willful or negligent act of an Owner or Occupant of a Lot or their family, Tenants, guests, or invitees, including, but not limited to, attorney's fees, court costs, and other related expenses.

(b) The costs of the Association performing required maintenance of a Lot when the Owner of such Lot fails to maintain the Lot, pursuant to Section 7.8 of this Declaration.

(c) To the extent that the Association provides optional additional services to the Owner of a Lot as outlined in Section 7.7 of this Declaration, the fee or charge established by the Association in providing these special services to that Lot.

(d) The cost of the Association to supply water, gas, electricity, or any other utility service to a Lot at the applicable rate.

Section 4.5 Working Capital Assessment. At the time of closing on the sale of each Lot from Declarant or Builder to a third-party purchaser, the purchaser shall be required to pay _____ Dollars as such purchaser's initial capital contribution to the working capital of the Association ("Working Capital Assessment"). This Working Capital Assessment shall be used by the Association for its Operating Expenses. Such Working Capital Assessment is not an advance payment of the regular Annual Assessment or any other Assessment established herein, and it will not be held in any sort of trust or reserve account. Declarant and any Builder shall not be required to pay a Working Capital Assessment.

Section 4.6 Establishment of Assessments. It shall be the duty of the Board to periodically fix the amount of the Annual Assessment against each Lot for such Assessment period. The Board shall make reasonable efforts to fix the amount of the Annual Assessment against each Lot for each Assessment period by preparing and approving an estimated budget for revenues and expenditures for the next fiscal year by November 1. The budget must include reserves in an amount adequate to repair and replace major capital items of the Common Elements in the normal course of operations without the necessity of Special Assessments.

(a) On or before November 1 of each year, the Board shall send this estimated budget to all of the Owners.

(b) On December 1 of each year, the Board shall prepare a roster of the Lots and Annual Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner upon reasonable notice to the Board. Written notice of any Assessment shall be sent to the Owner of any Lot that is subject to the Assessment. The lack of compliance with this section or Section 4.2(b) above shall not exonerate the Lot Owners from the payment of Assessments.

(c) The Assessments shall become a lien at the time designated by the Board. No notice of lien other than this Declaration need be recorded to establish the validity of any such lien, and this Declaration shall stand as notice thereof. However, the Board may file or record such further notice of any such lien, or such other or further document, to confirm the establishment and priority of such lien.

Section 4.7 Exemption from Payment of Assessments. Notwithstanding any provision of this Declaration, the Articles of Incorporation or Bylaws to the contrary, Declarant and Builder, until the expiration of the Development Period, shall not be required to pay any Assessments for any recorded, "unoccupied" Lot in which they have an interest.

Section 4.8 Payment. Unless otherwise established by the Board, the Annual Assessment shall be paid annually, due on or before January 1st of each year. The Board shall have the power at any time to adopt such billing, collection and payment procedures and payment time schedules as it shall deem appropriate. Additionally, any Special Assessment or Individual Assessment imposed by the Board shall become due upon the date designated in the notice, but not more than thirty (30) days after the mailing of the notice to the Owner by United States mail. **At the time of closing on a Dwelling Unit from either Declarant or Builder to a third-party purchaser, each third-party purchaser of a Lot shall be required to pay the Working Capital Assessment as provide in Section 4.5 above and a prorate share of the Annual Assessment for the balance of the year in which the closing takes place.**

Section 4.9 Assessment Certificates. The Association shall, upon demand, at any reasonable time, furnish to the Owner liable for Assessments a certificate in writing signed by an officer or other authorized agent of the Association, setting forth the status of said Assessment, i.e., whether the same is paid or unpaid. Such certificate shall be conclusive evidence of the payment of any Assessment therein stated to have been paid. A reasonable charge may be levied in advance by the Association for each certificate so delivered.

Section 4.10 Non-Payment of Assessment. Any Assessment levied pursuant to these covenants which is not paid by the tenth (10) day after it is due (for Annual Assessments, by January 10th) shall be delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, become a continuing lien upon the Lot which shall bind such Lot in the hands of the then Owner, his/her heirs, devisees, personal representatives and assigns.

If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, in either of which events interest, costs and reasonable attorney's fees shall be added to the amount of

each Assessment. No Owner shall waive or otherwise escape liability for the Assessments herein provided for by non-use of the Common Elements or abandonment of his Lot or Dwelling Unit.

In addition to the eighteen percent (18%) per annum interest provided above, in the event of any Assessment that is not paid within ten (10) days after the due date, the delinquent Owner shall pay to the Association a late fee to be established by the Board. The Board in its discretion may change the amount of such late fee from time to time.

Section 4.11 Lien for Assessments. The Association has a lien upon the Lot for the payment of any Assessment levied herein, as well as any related interest, administrative late fees, collection costs, attorney's fees and paralegal fees, that are chargeable against the Lot and that remain unpaid ten days after any portion has become due and payable.

All of the following apply to a lien charged against a Lot pursuant to this Section:

(a) The lien is effective on the date that a certificate of lien is filed for record in the office of the Hamilton County Clerk, pursuant to authorization by the Board of Directors. The certificate shall contain a description of the Lot, the name of the record owner of the Lot, and the amount of the unpaid Assessment. It shall be subscribed to by the President of the Board or the Association's legal counsel.

(b) The lien is a continuing lien upon the Lot against which each Assessment is made, subject to automatic subsequent adjustments reflecting any additional unpaid interest, administrative late fees, collection costs, attorney's fees, paralegal fees, and court costs.

(c) The lien is valid for a period of five (5) years from the date of filing, unless it is sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or unless it is discharged by the final judgment or order of a court in an action brought to discharge the lien as provided in this Section.

(d) The lien is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and Assessments of political subdivisions and liens of first mortgages that have been filed for record prior to the recording of the lien, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association.

(e) The Association is entitled to the appointment of a receiver to collect rental payments due on the Lot. Any rental payment a receiver collects during the pendency of the foreclosure action shall be applied first to the payment of the portion of the Common Expenses chargeable to the Lot during the foreclosure action.

(f) Following any foreclosure action, the Association or an agent the Board authorizes is entitled to become a purchaser at the foreclosure sale.

Section 4.12 Subordination of Lien to Mortgage. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien.

Section 4.13 Foreclosure. The lien for Assessments may be enforced and foreclosed upon in the manner provided by the laws of the State of Ohio by an action in the name of the Association.

Section 4.14 Personal Judgment. A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment.

Section 4.15 Application of Payments. The Association shall credit any amount it receives from a Lot Owner in the following order: (a) To interest owed to the Association; (b) To administrative late fees or Enforcement Assessments owed to the Association; (c) To collection costs, attorney's fees, and paralegal fees the Association incurred in collecting the Assessment; (d) To the oldest principal amounts the Owner owes to the Association for the Common Expenses chargeable against the Dwelling Unit or Lot.

ARTICLE 5 **RESTRICTIONS**

Section 5.1 Purposes. In order to promote the health, safety and welfare of all Owners, Members and Occupants, and to preserve, beautify and maintain the Property, Dwelling Units, and all Structures thereon as a Subdivision 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, declared and established. These covenants and restrictions shall hereinafter burden and benefit all Lots on the Property, shall run with the land, be binding on current and successor Lot Owners, for the benefit of all Lot Owners and all Lots on the Property.

Section 5.2 Covenants and Restrictions. The following are the covenants and restrictions and limitations as to use and occupancy to which the Property is hereby subjected:

(a) **Residential Usage.** No Dwelling Unit shall be used for any purpose other than that of a single-family dwelling place and for purposes necessarily incidental thereto, and no Common Elements shall be used for any purpose other than for the health, welfare, convenience, comfort, recreation or enjoyment of the Owners and residents of the Property. Owners may rent their Dwelling Units as long as such rental complies with all zoning and other legal requirements for use.

(b) **Home Occupations.** Home occupations are permitted, subject to the following conditions:

(i) Only an Owner or Occupant may engage in home occupation, and that Owner or Occupant cannot hire an employee or independent contractor who works from within the Dwelling Unit.

(ii) There shall be no change in the outside appearance of the Property or other visible evidence of the conduct of such home occupation.

(iii) No home occupation shall be conducted in any accessory building or structure outside of the Dwelling Unit.

(iv) There shall be no sales of products from within the Dwelling Unit which require persons to visit the Dwelling Unit for pick-up or delivery.

(v) No traffic shall be generated by such home occupation in greater volume than would normally be expected in a residential neighborhood.

(vi) No equipment or process shall be used in such home occupations that create noise, vibration, glare, fumes, odors, or electrical interference detectible to the normal senses off the Lot. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio or television receivers off the Property or which causes fluctuations in line voltage off the Property.

(vii) Home occupations shall be clearly incidental and subordinate to the use of the Property for residential purposes.

(viii) There shall be no outside storage of any kind related to the home occupational use.

(ix) No heavy equipment such as bulldozers, front loaders, tractors, dump trucks, tractor trailers, semi-trucks, etc., or any business vehicles shall be used in such home occupation or stored on the Property.

(x) No Dwelling Unit shall serve as a gathering point for employees engaged in the business that takes place off the premises. This may include, but it is not limited to, landscape business offices, construction offices, or a trucking business where drivers or employees gather at the Dwelling Unit before being dispatched from the Unit.

(c) Other Structures. Except for the initial construction of a Dwelling Unit, no other Structures shall be permitted to be constructed on any Lot without the Board's prior written approval, as provided in ARTICLE 9 below.

(d) Nuisance. No noxious or offensive activity or nuisance of any kind or character shall be committed, suffered or maintained on any part of the Property, which includes loud music or amplified sounds and persistent barking of dogs or screeching of cats. Nothing shall be done on the Property which may be or become an annoyance or nuisance to the neighborhood or the other Owners of the Property.

(e) Hazardous Use and Waste. Nothing shall be done or kept on any Lot or on the Common Elements that is unusually hazardous in relation to ordinary residential uses, or that increases the rate of insurance on the buildings or their contents, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his or her Lot or on the Common Elements that will result in the cancellation of insurance on the buildings or their contents or will be in violation of any law. No waste shall be permitted on the Common Elements.

(f) Impairment of Structural Integrity of Building. Nothing shall be done on any Lot that will impair the structural integrity of any Structure on that Lot or an adjoining Lot.

(g) Exterior Appearance of Dwelling Unit. Nothing may be hung or displayed on the outside of windows or walls or on the roof of a building other than directional signs concerning the use of the Common Elements and other than the signs, if any, permitted pursuant to Section 5.2(i) hereof or pursuant to the Rules and Regulations. Except as provided herein, no Unit Owner may hang anything inside or outside his or her window and/or patio door which will show any color other than white, beige or wood tones on the outs.

(h) Obstruction of Common Elements: Laundry or Rubbish. No clothes, sheets, blankets, laundry or any kind or other articles shall be hung out or exposed on any part of a Lot or any part of the Property. Each Lot, including all Common Elements located thereto, shall be kept free and clear of rubbish, debris and other unsightly materials. No Person shall obstruct any of the Common Elements or otherwise impede the rightful access of any other Person on any portion of the Property upon which such Person has the right to be. No Person shall place or cause or permit anything to be placed on or in any of the Common Elements without the approval of the Board.

(i) Signs. No permanent sign shall be permitted on any Lot or building on the Property. An Owner of a Dwelling Unit is permitted to place and maintain a standard "For Sale" or "For Rent" sign on his Lot; provided, however it is of a typical size within the industry. An Owner must obtain the prior written consent of the Board in the event said Owner desires to maintain a "For Sale" or "For Rent" sign which is not of a typical size within the industry, or desires to maintain other displays or advertising, unless otherwise provided for under the rules and regulations, if any. This sign restriction shall not apply to signs used by Declarant, any builder or their assigns, while Declarant is selling Lots in the Subdivision, or to traffic, street names, Common Elements or Subdivision identification signs.

(j) Satellite Dishes. Owners shall be permitted to place over-the-air reception devices (such devices and their supporting apparatus being referred to herein as "satellite dishes") on their Lots upon compliance with the following criteria: (i) any satellite dish must be one meter or less in diameter, (ii) the preferred location of any satellite dish shall be in the rear yard, not visible from the street, unless the placement in the rear yard would unreasonably delay or prevent, or unreasonably increase the cost of installation, maintenance or use of such satellite dish or preclude the reception or transmission of an acceptable quality signal; (iii) installation of equipment that is merely duplicative and not necessary for the reception of video programming is prohibited; (iv) where the satellite dish is located on or immediately adjacent to the residence, the satellite dish shall be painted to blend with the color of the residence, unless painting the satellite dish would result in voiding the manufacturer's warranty, would unreasonably delay or prevent, or unreasonably increase the cost of installation, maintenance or use of such satellite dish or preclude the reception or transmission of an acceptable quality signal; (v) where the satellite dish is not attached to or immediately adjacent to the residence, the Owner shall take reasonable measures to screen

or camouflage the satellite dish from view by the installation of shrubbery or other screening measures that do not unreasonably delay or prevent or unreasonably increase the cost of installation, maintenance or use of such satellite dish or preclude reception or transmission of an acceptable quality signal; and (vi) satellite dishes shall not be placed on any part of the Common Elements.

(k) Animals. The maintenance, keeping, boarding or raising of animals, livestock, fowl, rabbits, poultry or reptiles of any kind, regardless of number, is prohibited on any Lot or upon the Common Elements, except that the keeping of guide animals and orderly domestic pets (e.g., dogs, cats, fish or caged birds) without the approval of the Board, is permitted, subject to the Rules and Regulations adopted by the Board. Such pets are not to be kept or maintained for commercial purposes or for breeding. Any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten (10) days written notice from the Board. Dogs and cats and other domestic pets must be kept within the confines of the Owner's Dwelling Unit or Lot, except when being held on a hand leash by a person attending the animal. Any Owner or Tenant who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each Owner and the Declarant, free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Property. All pets which may leave an Owner's Dwelling Unit or Lot shall be licensed and inoculated as required by laws.

(l) Mobile Homes and Trailers. No mobile homes or house trailers shall be placed on any Lot.

(m) Swimming Pools. No swimming pools shall be constructed, erected, placed or permitted to remain upon any Lot.

(n) Air Conditioning Wall Units. No through the wall air conditioning units of any kind shall be permitted in a Dwelling Unit.

(o) Fencing. No fences of any type shall be erected or built on any part of any Lot in the Subdivision, except electronic or invisible fences which may be installed, at the sole risk of an Owner, in any area of a Lot. Declarant, Builder, the Association and/or Board shall not be held liable for any damage to any Owners electronic or invisible fence caused by the lawn service or other third party in the maintenance and upkeep of the Subdivision. Notwithstanding the foregoing, entrance designations, fences and any other Structure erected by Declarant, Builder and/or the Association are exempt from this Restriction.

(p) Swing Sets, Basketball Hoops, Trampolines, Skateboard Ramps and Other Play Apparatuses. No swing sets, basketball hoops, trampolines, skateboard ramps, and other play apparatuses may be erected on any Lot.

(q) Landscaping and Garden Restriction. The Association is responsible for the maintenance and upkeep of all yards located within a Lot, which includes mowing of the grass, mulching, trimming and replacement of landscaping. As such, no Owner shall be

permitted to install additional landscaping and plant any gardens on his/her Lot without the prior written consent of the Board (except for annual flowers, which do not need the Board's prior approval). Prior to the Expiration of the Development Period, the Declarant shall have the sole right to approve the installation and/or replacement of any landscaping on a Lot.

(r) Flower Boxes. No Owner shall be permitted to install any flower boxes on the exterior of his/her Dwelling Unit and the railing of decks.

(s) Holiday Lights. Unless otherwise provided for under the Rules and Regulations, holiday-type lights may be erected no sooner than the day after Thanksgiving and removed no later than 15th of January of each year.

(t) Mailboxes, Numerals, and Letters. If a standard mailbox or numerals for house numbers are established by the Declarant, all residences shall include the standard items. If standards are not established, the design, size, shape and color of mailboxes, the numerals and letters on the mailboxes, and the numerals and letters identifying residences on the Lots shall be subject to approval as to design, style, location, color and size by the Board.

(u) Heavy Equipment. No heavy equipment, including but not limited to tractors, tractor trailers, dump trucks of five-ton capacity or more, bulldozers, and backhoes, shall be parked or stored at any time on the Property.

(v) Trash. Trash, garbage or other waste shall not be burned, dumped, deposited or permitted to remain on any part of the Lots or Common Elements except in covered, sanitary containers placed upon the Lot. Trash and garbage containers shall not be permitted to remain outside any Dwelling Unit except on days of trash collection and after 6:00 P.M. on the days prior to the days of trash collection.

(w) Obstruction of Easement Areas. No structures, plants, or other materials other than driveways or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any easement or the installation or maintenance of utilities or which may change, obstruct, or retard direction or flow of any drainage channels in an easement area. The Owners of the Lots utilizing the Private Roadway shall keep the Private Roadway open at all times so that each Owner may freely pass. The Lot Owners shall not obstruct the Private Roadway, or any drive, or authorize the same to be obstructed by any means whatsoever.

(x) Decks and Patios. Except in connection with the initial construction of a Dwelling Unit, no deck or patio may be constructed on any Lot without the approval of the Board pursuant to ARTICLE 9 below.

(y) Garages. Garages shall be used only for the parking of vehicles and other customary uses and shall not be used for or converted into dwelling area, e.g., family room(s), bedroom(s), recreation room(s), or work areas for conducting a business.

(z) Parking and Vehicles. Parking in driveways and on the Common Elements

is limited to automobiles, vans, pick-up trucks and motorcycles. No boat, camper, recreational vehicles are permitted to be parked upon the Property for more than twenty-four (24) hours in a one-month period. No trucks shall be permitted to park upon the Property other than the following: pick-up trucks, vans, or sport utility vehicles used as an Occupant's primary form of transportation; trucks used in conjunction with services provided to an Occupant which are parked temporarily; or trucks used in furtherance of construction activity. Only minor maintenance of vehicles such as oil changes or tune-ups may be performed in the driveway. Inoperable and unlicensed vehicles may not be parked on the Property and are permitted only if enclosed and hidden from view.

(aa) Rules Violations. There shall be no violation of any Rules and Regulations for the use of the Common Elements, which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, as the Board of Directors is hereby and elsewhere in this Declaration authorized to adopt or amend such Rules and Regulations.

(bb) Interference with Utilities and Surface Water Drainage. No structure, planting, or other material other than driveways or sidewalks shall be placed or permitted to remain upon any Lot which may damage or interfere with any utility lines or easement for the installation or maintenance of utilities, or which may change, retard, or obstruct the direction or flow of any surface water.

(cc) Use of Common Elements. The Common Elements shall be used only in accordance with the purposes for which they are intended, and no Owner or Occupant shall hinder or encroach upon the lawful rights of other Owners or Occupants to use the Common Elements.

Section 5.3 Right of Removal. The Association may, in the interest of the general welfare of all of the Owners, enter upon any Lot or the exterior of any Dwelling Unit at reasonable hours on any day for the purpose of removing or correcting any violation or any attempted violation of any of the covenants and restrictions contained in this Article or in the Rules, or for the purpose of abating anything herein defined as a prohibited use or nuisance. No such action shall be taken pursuant to this Section without a resolution of the Board of the Association authorizing access to any Lot or property covered under this Section. In such event, any charges incurred by the Association in correcting the violation (including court costs and reasonable attorney's fees) shall constitute an Individual Assessment against the Owner of such Lot, and the Association shall have a lien upon the property and Lot for such expenses including costs of collection of said lien amount.

Section 5.4 Failure to Comply. Failure to comply with any of the requirements of this Article shall constitute a Default. A Default by any Occupant or other person residing in, occupying or visiting a Lot or Common Elements at the request or with the implied or express permission of the Owner or any other Occupant of the Lot, or committed by any agent, employee, business invitee or contractor of the Owner or Occupant of a Lot, shall be attributed to that Owner and Lot. Defaults may be enforced against Owners and Occupants pursuant to the provisions of ARTICLE 14 of this Declaration in addition to any other applicable specific provisions of this Article.

ARTICLE 6

COMMON ELEMENTS

Section 6.1 Rights of Enjoyment in Common Elements. Each Owner shall have a right and nonexclusive easement for the use and enjoyment of the Common Elements. This right and easement shall be appurtenant to, and shall pass with, the title to his or her Lot. Each Owner shall have a perpetual right of ingress and egress across the Common Elements to that Owner's Lot, which shall be appurtenant to the ownership of the Lot. Each Occupant shall have a nontransferable right to use and enjoy the Common Elements, which right shall terminate when that person ceases to have the status of an Occupant. These rights and privileges shall be subject, however, to the following:

(a) Certain easement areas identified as Common Elements or otherwise in this Declaration are intended for use by the Association in performing maintenance functions but are not intended to grant to Owners and Occupants the right to enter onto the Lots of other Owners and Occupants. In particular each Lot is subject to a maintenance easement that allows the Association to maintain the exterior landscaping, utility lines, driveway, and parking area on each Lot. The maintenance easements should not be construed as granting rights of entry onto the Lots by other Owners or Occupants, but only by the Association and the persons the Association authorizes to conduct the maintenance activities.

(b) The right of the Board, with the approval by (a) seventy-five percent (75%) of the votes cast by Members (as defined in the Bylaws) who are voting in person or by proxy at a meeting of the Association at which a quorum is present in person or by proxy, and (b) so long as it is the Owner of at least one Lot, the Declarant, to borrow money for the purpose of constructing, equipping, improving and maintaining the Common Elements and for such purposes to mortgage the Common Elements, provided that any mortgage shall be subject to the Unit Owners' rights of ingress and egress across the Common Elements.

(c) The right of the Board to adopt, enforce and amend reasonable Rules and Regulations pertaining to the use of the Common Elements.

(d) All other easements, restrictions, and rights to which the Property is subject, including, but not limited to, any easements grant or reserved pursuant to ARTICLE 8 of this Declaration.

Section 6.2 Subordination to Mortgage or Other Lien. Except as set forth above in this Article, 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.

Section 6.3 Additional Common Elements Constructed by the Association. The Association shall not construct any capital addition or capital improvement to the Common Elements or any Lot if the cost to the Association of the addition or improvement exceeds Five

Thousand Dollars (\$ _____) unless the addition or improvement has been authorized by (a) sixty- seven percent (67%) of the Lot Owners, and (b) Declarant, if prior to the Expiration of the Development Period. This Section shall not limit Declarant's right, at its cost, to perform the initial construction of the capital improvements constituting the Common Elements and to construct and annex to the Common Elements additional Lots and Common Elements in accordance with this Declaration and the Bylaws. Capital expenditures for repairs or replacements of Common Elements and/or other Structures that the Association is required to maintain shall not be subject to approval of the Owners under this Section.

Section 6.4 Maintenance and Management of Common Elements. The Association shall provide for the maintenance, repair, and management of all Common Elements. The Association may fulfill this responsibility and any other duties and obligations of the Association under this Declaration by contracting with any professional management company (including Declarant or an affiliate of Declarant) upon such terms and conditions as shall be agreed upon by the Board and the manager. Any contract with Declarant or an affiliate of Declarant shall be terminable by the Association within one (1) year after the expiration of the Development Period.

Section 6.5 Payment by First Mortgagees of Obligations and Reimbursement for Same. If the Association (a) defaults with regard to payment of taxes or other obligations which become a charge against the Common Elements, or (b) fails to pay premiums for insurance in accordance with ARTICLE 10 of this Declaration, and does not in good faith contest liability for payment of the same, any first mortgagee of a Lot may, after giving prior written notice of its intent to do so to the Association, pay those amounts. The first mortgagee shall then be entitled to immediate reimbursement from the Association of the amount so paid.

Section 6.6 Use of Common Elements by Declarant. In addition to any other rights described in this Declaration, Declarant and its affiliates shall have the right during the Development Period to use the Common Elements and any other easement areas identified in this Declaration, free of charge, for promotional, construction management, maintenance, repair, remodeling, rental, and sales purposes.

ARTICLE 7

MAINTENANCE, REPAIR, RESTORATION, REPLACEMENT, AND ADDITIONS

Section 7.1 Adoption of Standards. The Board may adopt maintenance standards pertaining to the maintenance, repair, and appearance of all Lots, and the exterior of all Dwelling Units. The maintenance standards shall be adopted in the same manner and be enforceable in the same manner as the Rules and Regulations. If any provision of any applicable building inspection, housing inspection or similar maintenance statute, ordinance, resolution, regulation or order of the State of Ohio, or any other governmental instrumentality, 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 Association shall comply with the maintenance standards with respect to the Common Elements, and the costs of the Association in

meeting the maintenance standards and its responsibilities, pursuant to Section 7.2 below, shall be Common Expenses of the Association.

Section 7.2 Association Responsibilities. Except as hereinafter provided, all maintenance, repair, restoration and replacement of and additions to the Common Elements shall be done and performed by the approval of the Board, and the cost thereof shall be a Common Expense. In the event of damage to or destruction of all or any part of the Common Elements, the damaged or destroyed portion shall be repaired, restored or replaced promptly, the cost of which shall be a Common Expense, with the exception of the Board's right to levy a Special Assessment in accordance with Section 4.3 above.

(a) The Association shall also repair, maintain, replace, and restore the following components located on the Lots and/or Dwelling Units: (i) Utility lines and all pipes, lines, wires, and utility components that serve more than one Dwelling Unit, up to the point of connection at which point such pipe, line, wire, or component serves one Dwelling Unit; (ii) Mowing and trimming of landscaping and sealing, patching and paving of any driveway and parking areas within the maintenance easement areas located on the Lots; (iii) Sealing, patching and paving of the private roadway which is to be installed in the Private Roadway Easement area for the benefit of all Lot Owners.

Section 7.3 Owner Responsibilities. Each Owner shall maintain, repair and replace, and keep in good condition and repair, at his or her expense, the Dwelling Unit located on their Lot, including the roof and roof membrane. The Owner's maintenance responsibilities include the exterior and structural portions of the Dwelling Unit, mailboxes, all internal and external installations of the Dwelling Unit/Lot such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and also any portion of any other utility service facilities exclusively serving the Lot (whether located on the Lot or on the Common Elements).

Section 7.4 Roof Repairs. If an Owner determines that the roof covering their Dwelling Unit is in need of a repair ("repair") which also affects areas of the roof over the Dwelling Unit on an adjoining Lot, such Owner shall notify the adjoining Owner of the same. If such Owners agree to the roof repair, the cost of such roof repair shall be shared by both Owners in proportion to the repairs done to the portion of the roof that is located on each Lot. If such Owners are unable to agree as to the necessary repairs and/or the allocation of the cost of such repairs, the Owner requesting the repair shall submit a written request to the Board, which shall then issue a determination as to whether the repair is necessary, along with two firm estimates of the cost of such repair from third party contractors. The Board's determination shall be issued in written form within thirty (30) days of receiving the request and shall state (a) whether such repair is necessary, and/or, if applicable, whether such repair affects only one or both Lots; (b) if necessary, which contractor should be awarded the work or whether additional bids are required; and (c) the allocation of the cost of the repair among the Owners. The allocated cost as determined by the Board shall be paid by each Owner to the Board within thirty (30) days of the Board issuing the above determination. If any Owner shall fail to pay its allocated share of the repair cost in a timely manner, such Owner's share of the repair cost shall constitute an Individual Assessment upon the Lot owned by such Owner. Within sixty (60) days of the Board issuing the above determination, the Board shall contract for the repair work in the name of the Association. Notwithstanding the

foregoing, if the Board determines that the repair affects only one Lot, the Owner of that Lot may contract for the repair at its sole cost.

Section 7.5 Repairs Due to Negligence, Etc. Each Owner agrees to repair and/or replace at his or her own expense any damage to that Owner's Lot or to any other portions of the Property caused by the negligent or wrongful acts of that Owner or any Occupant or other person claiming under that Owner. The Association may perform those repairs and/or replacements and assess the cost as an Individual Assessment against that Owner and the Owner's Lot, pursuant to Section 4.3 above.

Section 7.6 Periodic Inspection. Periodically, as needed, the Association shall inspect each Lot to determine whether the Lot and Dwelling Units are maintained in compliance with the maintenance requirements of this Declaration.

Section 7.7 Optional Additional Services. The Association may, from time to time, establish special services available to Owners (at the Owner's option) for an additional charge. The costs incurred by the Association in providing these additional services will be assessed as an Individual Assessment against that Owner and the Owner's Lot.

Section 7.8 Failure to Maintain. In the event an Owner of any Lot shall fail to maintain the Lot or Dwelling Unit in a manner satisfactory to the Board and consistent with the Architectural Standards, and such maintenance is not that to be provided by the Association for which Assessments are provided, then the Association, after approval by two-thirds (2/3) vote of all members of the Board, shall have the right, through its agents and employees, to enter upon the Lot and to repair, maintain and restore the Lot and the exterior of the Dwelling Unit. The cost of such exterior maintenance and repair (including charges incurred by the Association for attorney's fees, court costs, or other expenses incurred to obtain access to the subject Lot) shall be levied as an Individual Assessment pursuant to Section 4.3 above.

ARTICLE 8 **EASEMENTS**

Section 8.1 Platted Easements. Easements for installation, maintenance and location of utilities and drainage facilities may be reserved on the Survey Plat. Owners and Occupants shall not (i) obstruct or interfere with any easements or the natural flow of surface water, which shall, at all times, be kept free from obstruction, or (ii) alter the location or grade of open storm water drainage ways.

Section 8.2 Party Wall Easements. Party Walls are defined in ARTICLE 12 of this Declaration. Each Owner shall own separately so much of a Party Wall as stands upon such Owner's Lot, such ownership being subject to the easements, restrictions, and covenants contained in this Declaration. Each Owner sharing a Party Wall with another Owner shall have the right and easement to use so much of the Party Wall as is located on the parcel adjacent to such Lot for structural support of each Owner's Dwelling Unit. Maintenance and repair rights and obligations, including further easement rights, associated with Party Walls are further detailed in ARTICLE 12 of this Declaration.

Section 8.3 Encroachments. If, by reason of the construction, reconstruction, repair, settlement, shifting, or other movement of any of the Dwelling Units, or by reason of the partial or total destruction and rebuilding of the Dwelling Units, any part of the Common Elements encroaches upon any part of a Lot or any part of a Dwelling Unit on a Lot encroaches upon any part of the Common Elements or on another Lot; or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving one Lot encroach upon any part of any other Lot, then valid easements for the maintenance of such encroachments are established. These easements shall exist for the benefit of the affected Lot(s) and the Common Elements, as the case may be, so long as the encroachments exist. However, in no event shall a valid easement for any encroachment be created in favor of any Owner if the encroachment occurred due to the willful conduct of that Owner.

Section 8.4 Maintenance Easements. Each Lot shall be subject to a maintenance easement in favor of the Association for access arising from necessity of maintenance of the exterior of the Lots (exclusive of the residence buildings), specifically including the yard and landscaped areas and the driveway and parking areas at the front of the Lots. Owners shall not be permitted to build Structures within the maintenance easement areas on the front and side yard areas of the Lots.

Section 8.5 Walkway Easements. All Owners, Occupants, and their guests, licensees, and invitees have a permanent, non-exclusive easement over any portion of the walkways running along the perimeter of the Property that is not Common Elements, to the extent that the walkways serve more than one Dwelling Unit. No such easement exists for any walkways that lead exclusively to a Dwelling Unit.

Section 8.6 Reservation of Easements. Declarant hereby reserves easements and the right to grant easements on, over and across 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 arc and private drainage easements, and building setbacks, specifically as shown on the Record Plats now or hereinafter recorded for the Subdivision, 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.

Section 8.7 Easements for Certain Utilities. The Association may grant easements through the Common Elements for utility purposes for the benefit of the Property or other land in the vicinity owned by Declarant, including, but not limited to, the right to install, lay, 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 grants the Association an irrevocable power of attorney to execute, acknowledge and record, for and in the name of the Owner, such instruments as may be necessary to effectuate the foregoing. The Owner of each Lot shall have the permanent right and easement to and through the Common Elements for the use of water, sewer, power, television, and other utilities now or in the future existing within the Common Elements.

Section 8.8 Reservation of Construction Easement by Declarant. The Declarant reserves the right to temporarily go upon any Lot and the Common Elements located thereon in order to develop the Additional Property. The easement should be construed broadly in favor of the Declarant, including giving Declarant the right to store temporarily construction materials, equipment or dirt. After the construction is finished, Declarant must, at Declarant's cost, repair any damage done to any portion of the Property, including to any landscaping. All debris, equipment, materials and dirt must also be removed from the Property, as soon as reasonably possible, by the Declarant after the Declarant has completed construction on the Additional Property.

Section 8.9 Private Roadway Easement. All Owners, Occupants, and their guests, licensees, and invitees have a permanent, non-exclusive right of ingress and egress on, over, and across the Private Roadway. The maintenance of the Private Roadway shall be governed by the terms of this Declaration.

Section 8.10 Utility Easements. The Common Elements and Lots shall be, and hereby are, made subject to easements in favor of the Association, Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Common Elements and Lots. The easements created in this Section shall include, without limitation, rights of the Association and governmental agencies or authorities to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits, equipment, ducts and vents, over, under, through, along, and on the Common Elements and Lots. Notwithstanding the foregoing provision of this Section, unless approved in writing by the Owners affected thereby, any such easement shall be located in substantially the same location as such facilities existed at the time of first conveyance of the subject Lot by the Declarant, or as shown on the Record Plan, or so as not to materially interfere with the use of occupancy of the Lot by its Owners and Occupants.

It is the intent of the Declarant to install multiple electrical and gas meters (a.k.a. a "meter bank") on the side of each Dwelling Unit (a "Meter Bank"), which Meter Bank may service multiple Dwelling Units. Specifically, the Meter Bank shall contain a conduit wherein utility lines (electric, gas, phone and cable) may run through a Dwelling Unit to service a separate Dwelling Unit, and the conduit for such utility lines may also pass through a Party Wall. Therefore, the easement contained in this Section 8.10 shall include easements in favor of the Declarant, Owners, the Association, appropriate utility and service companies and governmental agencies and authorities for such utility and service lines and equipment to enter any Dwelling Unit or Party Wall to service, maintain or replace such utilities. The easement set forth in this Section 8.10 need not be shown on the Record Plat.

No storm sewers, sanitary sewers, electrical lines, water lines or other utilities may be installed or relocated on the Record Plat, except as may be approved by the Declarant.

Should any entity furnishing a service covered by the general easement herein request a specific easement by a separate recordable document, the Declarant shall have the right to grant such easement without conflicting the terms hereof. The easements provided in this Section shall in no way adversely affect any other easement shown on the Record Plan.

Section 8.11 Easements to Run with Land. 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 the Declarant, the Association, and any Owner, purchaser, Occupant, mortgagee, and other person now in the future having an interest in any part of the Property.

ARTICLE 9 **ARCHITECTURAL AND DESIGN REVIEW**

Section 9.1 Alteration of Dwelling Unit and Structures. Except with respect to the initial installation of landscaping, construction of Dwelling Units and accessory Structures by Builder and the Common Elements by Declarant, no Structure shall be commenced, constructed, erected, placed, moved onto or permitted to remain on any Lot, nor shall any Dwelling Unit and/or Structure on any Lot be remodeled, painted or altered or expanded in any way which changes the exterior appearance thereof (including the enclosure of a patio and/or deck or the modification or alteration to an existing enclosed patio and/or deck), unless detailed plans and specifications therefore shall have been submitted to and approved in writing by the Board. Such plans and specifications shall be in such form and shall contain such information as the Board may reasonably require, including but not limited to any or all of the following: a site plan; proposed landscaping; patio and walkway locations; description of materials; location of lighting; exterior colors; architectural plans including cross-sections, floor plans and elevations; and evidence of conformity with building codes. The Board shall either (a) approve the plans and specifications; (b) disapprove them; or (c) approve them with conditions or qualifications.

Section 9.2 Approval of Plans and Specifications. The Board shall approve plans and specifications submitted to it with respect to any Lot (or subdivision of Lots) if it finds that they (a) comply with the requirements of Section 9.1 above, and (b) conform to any Design and Use Standards adopted by the Board (as set forth in Section 9.14 below). Upon final approval thereof, a certified copy of the detailed plans and specifications shall be deposited for permanent record with the Board and a copy bearing the written approval of the Board shall be returned to the applicant. Approval by the Board of plans and specifications with respect to any Lot shall not impair the Board's right subsequently to approve a requested amendment of such plans and specifications relating to such Lot (subject to the requirements of this Article) or to amend the Design and Use Standards.

No approvals of plans and specifications and no publication standards shall be construed as representing or implying that such plans and specifications or standards will, if followed, result in properly designed improvements. Such approvals in standards shall in no event be construed as representing a guarantee that any structure or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither the Declarant nor the Association shall be responsible or liable for any defects in the plans or specifications submitted, revised or approved,

pursuant to the terms of this Article, any loss or damage to any Person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the non-compliance of such plans and specifications with any governmental ordinances and regulations, nor any defects in construction undertaken pursuant to such plans and specifications.

Section 9.3 Disapproval of Plans and Specifications. If plans and specifications (whether schematic, preliminary or detailed) submitted to the Board with respect to any Lot do not comply with (a) the Design and Use Standards (and/or will not further the purposes outlined in Section 9.14 hereof); or (b) the requirements of Section 9.1 as to the information required to be included in the plans and specifications, the Board shall either disapprove such plans and specifications or approve them subject to such conditions and qualifications as the Board may deem necessary to achieve compliance.

Section 9.4 Failure of the Board to Act. If the Board shall fail to act upon any plans and specifications submitted to it within thirty (30) days after submission thereof, such plans and specifications shall be deemed to have been approved as submitted, and no further action by the Board shall be required.

Section 9.5 Proceeding with Work. Upon approval of the Board, the Owner shall diligently proceed with the commencement and completion of all work so approved. Work must be commenced within six (6) months from the date of the approval. If the Owner fails to comply with the provisions of this Article, the approval given shall be deemed revoked unless the Board extends the time for commencement. Any request for an extension shall be in writing. No extension shall be granted unless the Board finds that there has been no change in the circumstances under which the original approval was granted.

Section 9.6 Failure to Complete Work. Completion of the work approved must occur in the six (6) month period following the approval of the Structure unless the Board determines that completion is impossible or would result in great hardship to the Owner due to strike, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Owner or his agents. If the Owner fails to complete the work within the six (6) month period, the Board shall proceed in accordance with the provisions of Section 9.7(b) below

Section 9.7 Determination of Compliance. Any Structure which has been constructed, whether or not the Owner obtained proper approvals, shall be inspected and a determination of compliance shall be made as follows:

(a) Upon the completion of any work performed by an Owner for which approval was required, the Owner shall give written notice of completion of the Board. If the Owner fails to give the notice of completion of work performed for which approval was required, the Board may proceed upon its own motion.

(b) Within sixty (60) days the Board shall inspect the work performed and determine whether it was performed in substantial compliance with the approval granted. If the Board finds that the work was not performed in substantial compliance with the approval granted or if the Board finds that the approval required was not obtained, the

Board shall notify the Owner in writing of the non-compliance. The notice shall specify the particulars of non-compliance and shall require the Owner to remedy the non-compliance.

Section 9.8 Failure to Remedy the Noncompliance. If the Board has determined that an Owner has not constructed a Structure consistent with the specifications of the approval granted or has constructed a Structure without the required approval and if the Owner fails to remedy such non-compliance in accordance with the provisions of the notice of noncompliance, then after the expiration of thirty (30) days from the date of such notification, the Board shall provide a hearing to consider the Owner's continuing noncompliance. At the hearing, if the Board finds that there is no valid reason for the continuing non-compliance, the Board shall determine the estimated cost of correcting it. The Board shall then require the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of the Board's determination. If the Owner does not comply with the Board's ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board may either remove the noncomplying Structure or remedy the non-compliance. The costs of such action shall be assessed against the Owner as an individual assessment.

Section 9.9 Waiver. Approval of any plans, drawings or specifications for any work proposed, or for any other matter requiring approval, shall not be deemed to constitute a waiver of any right to deny approval of any similar plan, drawing specification or matter subsequently submitted for approval.

Section 9.10 Estoppel Certificate. Within thirty (30) days after written demand is delivered to the Board by any Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Association), the Board shall record an estoppel certificate, executed by any two (2) Trustees certifying that as of the date thereof, either: (a) the work completed complies with this Declaration, or (b) the work completed does not comply. In the latter situation, the certificate shall also identify the particulars of the non-compliance. Any successor in interest of the Owner shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive as between the Association, Declarant and all Owners and such Persons deriving any interest through any of them.

Section 9.11 Liability. If the Declarant or the Trustees have acted in good faith on the basis of such information possessed by them, neither the Declarant nor Board nor any Trustee shall be liable to the Association or to any Owner for any damage, loss or prejudice suffered or claimed due to: (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (b) the construction or performance of any work whether or not pursuant to approved plans, drawings, and specifications; or (c) the execution and filing of any estoppel certificate, whether or not the facts therein are correct.

Section 9.12 Right of Entry. The Board through its authorized officers, employees, and agents, shall have the right to enter upon any Lot at all reasonable times for the purpose of ascertaining whether such Lot or the construction, erection, placement, remodeling, or alteration of any Structure thereon is in compliance with the provisions of this Article, without the Board or

such officer, employee or agent being deemed to have committed a trespass or wrongful act solely by reason of such action or actions.

Section 9.13 Fees. The Board may charge reasonable fees for the processing of plans and specifications. Such fees may cover the cost of such processing, including inspection costs. Such fees shall be payable at the time of submission of the respective item for approval and shall be paid to the Board.

Section 9.14 Design and Use Standards.

(a) In order to assure the continued maintenance and development of the Property as a residential community of high aesthetic quality, the Board may adopt and may, from time to time, amend Design and Use Standards for the improvement, maintenance, and alteration of and construction of all Structures subsequent to initial construction of a Dwelling Unit and related Structures on the Property in furtherance of the following purposes: the compliance with all zoning and similar governmental regulations; the promotion of the health, safety and welfare of all Owners and Tenants; the preservation, beautification and maintenance of the Property and all Structures thereon, as a development of high quality; the preservation and promotion of environmental quality; and the assurance of adequate water, sewage and drainage facilities and other utilities and services. The Design and Use Standards shall not apply to initial construction of Dwelling Units by Declarant and any other Builder and construction of Common Elements by the Declarant.

(b) The Design and Use Standards may establish requirements relating to land use, architectural features, site planning, lighting, landscaping and signage. The Design and Use Standards may include, but shall not be limited to, provisions as to the following subject matters: the permitted uses of Lots and Structures; provided, however, that no standards shall permit any use or activity which is prohibited by any applicable zoning laws; the placement of Structures on Lots, including front, side and rear yard requirements; the specification of materials, design, architectural style, color schemes, screening structures and other details affecting the exterior appearance of Structures; the reservation of utility, visual and other easements; the installation, location and maintenance of utility lines and facilities, including water, gas, electricity, sanitary and storm sewage, telephone, cable television and other communication systems; the planting and preservation of gardens, trees and other landscaping; the size and location of driveways; the size, construction materials, color and design schemes, and location of fences, walls, walks and outdoor furniture; the character, location and direction of exterior lighting; any activity which may be considered noxious or offensive by reason of odor, sound, appearance or sight, or which may be or become a nuisance or annoyance to the community; and any activity which impairs the purposes outlined in Section 6.14.1.

(c) Declarant shall have the right to amend the Design and Use Standards at any time provided such amendments do not affect any plans and specifications previously approved by the Board. The Design and Use Standards shall not be construed as permitting any action prohibited by any applicable zoning or other statute, ordinance, resolution,

regulation or order of the State of Ohio or any political subdivision or governmental instrumentality of the State of Ohio or any other applicable covenant, condition, restriction or reservation of easement contained in any recorded instrument. If any inconsistency exists between or among any provision of the Design and Use Standards and any governmental requirements or recorded instruments with respect to any Lot, the more restrictive provision shall apply.

Section 9.15 Approval of Plans by Declarant. Notwithstanding anything to the contrary in this ARTICLE 9, during the Development Period, the plans and specifications for the initial construction of a Dwelling Unit shall be subject only to Declarant's approval and do not need to be approved by the Board.

ARTICLE 10 **INSURANCE**

Section 10.1 Fire and Extended Coverage Insurance. The Association shall insure all buildings which are part of the Common Elements, if any, and may maintain insurance for all other structures and improvements now or hereinafter constructed on the Common Elements against any loss or damage by such hazards as are ordinarily insured by a comprehensive, extended coverage and "all-risks" policies issued in the amounts at all times sufficient to prevent the Association from becoming co-insurers under the terms of any applicable coinsurance clause or provision and in no event less than the actual replacement cost of such improvements, as determined from time to time by the insurer.

Any such insurance shall be obtained from a fire and casualty insurance company authorized to write such insurance in the State of Ohio which has a general policy holder rating of no less than A, as determined by the then latest edition of the Best's Insurance Reports or its successor guide, and shall be written in the name of the Association for the use and benefit of the Lot Owners and their mortgagees as their interests may appear. The Board of Directors and/or its authorized representatives shall have the exclusive right to negotiate and adjust all loss claims. Unless the Board of Directors determines otherwise, all such insurance shall contain a waiver of subrogation of rights by the carrier as to the Association, its officers or Directors, and all Lot Owners and occupants.

Section 10.2 Use of Fire Insurance Proceeds. Unless at least sixty-seven percent (67%) of the first mortgagees (based upon one vote for each first mortgage owned) or Owners (other than Declarant or Builder) of the individual Lots have given their prior written approval, the Association shall not be entitled to use hazard insurance proceeds for losses to the Common Elements for other than the repair, replacement or reconstruction of such Common Elements.

Section 10.3 Liability Insurance. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all Common Elements, and other areas for which the Association is responsible, and insuring the Association, the Directors, and the Lot Owners and members of their respective families, tenants and occupants, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence for personal injury and/or property. This

insurance shall include protection against liability for risks arising out of the maintenance of the Areas of Common Responsibility and such other risks as are customarily covered with respect to developments similar in construction, location and use, as determined by the Board. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim for a Lot Owner, tenant or occupant because of negligent acts of the Association, the Board, or other Lot Owners, tenants, or occupants.

Section 10.4 Other Insurance. In addition, the Board may purchase and maintain contractual liability insurance, directors' and officers' liability insurance, and such other insurance as the Board may deem desirable from time to time.

Section 10.5 Insufficient Insurance. In the event the improvements forming a part of the Common Elements or any other area for which the Association is responsible, or any portion thereof, shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, the Association shall advance such costs in excess of available insurance proceeds. The amount so advanced by the Association shall become a Special Assessment against all of the Lots, and such Assessments shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the non-payment of Assessments. The action required to be taken by the Association under this Section shall not require any vote of the Members of the Association.

Section 10.6 Fidelity Bonds. The Board may obtain as a Common Expense to the Association fidelity bond coverage with respect to any person who either handles or is responsible for funds held or administered by the Association, in an amount no less than the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force; provided, however, the fidelity bond coverage must at least equal the sum of three months' Assessments on all Dwelling Units on the Property, plus the Association's reserve funds. A management agent handling funds for the Association shall also be covered by its own fidelity bond, naming the Association as an additional obligee at the sole cost of said agent.

ARTICLE 11 **CONDEMNATION**

The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisition of the Common Elements. Each Owner, by acceptance of delivery of a deed for a Lot, appoints the Association as his or her attorney in fact for this purpose.

If part or all of the Common Elements is taken or acquired by a condemning authority, the award or proceeds of settlement shall be payable to the Association for the use and benefit of Owners and their mortgagees as their interests may appear.

ARTICLE 12 **PARTY WALLS**

Section 12.1 Party Walls Defined. As stated above, the Dwelling Units are attached to form a single multi-family structure. Each wall which is built as part of the original construction of the Dwelling Units and placed on the dividing line between the Lots or dwellings shall constitute a "Party Wall," and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding Party Walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 12.2 Modifications Without Consent. No Owner shall, without the consent of the other Owner with whom they share a Party Wall (which consent shall not be unreasonably withheld), do any of the following with respect to such Party Wall: (i) make or cause to be made openings in such Party Wall; (ii) increase or decrease the thickness of such Party Wall; (iii) add or to the extent such Party Wall; or (iv) modify such Party Wall in any way that would lower or alter the fire rating of such Party Wall.

Section 12.3 Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use the wall in proportion to such use.

Section 12.4 Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. Unless otherwise agreed by the Association and the Owners of all Dwelling Units in the structure damaged or destroyed by fire or other casualty, such structure shall be rebuilt and all proceeds of insurance available therefor shall be used to restore the structure.

Section 12.5 Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by this negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 12.6 Right of Entry. For purposes of making inspections and repairs under this Article, an Owner, his agents or contractors shall have the right to enter upon the premises of the other Owners of a Party Wall upon the giving of notice.

Section 12.7 Easements. In the event that a multi-family structure housing Dwelling Units is erected on more than one Lot, each such Lot shall have the benefit of mutual easements across the other Lots upon which said structure is located and through the structure, and each such Lot shall be subject to easements across it and through the structure erected thereon for the benefit of the other Lots upon which said structure is located, for the maintenance, continuation and upkeep of utility wires and lines serving the individual Lots and Dwelling Units located thereon. The Owner(s) of each Lot shall maintain, repair and replace all wires and lines serving such Lots and Dwelling Units, and for such purpose may enter upon the other Lots or Dwelling Units, but shall at all times be responsible for repairing and restoring to its former condition any Lot or Dwelling Unit, which is damaged or disturbed by reason of the performance of any maintenance, repair or replacement of such wires and lines, or by reason of the exercise of any right of easement, ingress & egress herein provided. The cost of repair and maintenance of wires and lines used jointly for

the benefit of two or more Lots shall be shared by the Owners thereof using same in the same manner and in accordance with the provisions for repair, maintenance, damage or destruction of common driveways or walkways contained herein.

Section 12.8 Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 12.9 Control of Utility Lines. Notwithstanding provisions otherwise contained herein, all of the following utility lines designed to serve more than one Dwelling Unit shall be under the exclusive control of and shall be maintained by the Association (subject to the rights and duties of the utility company providing the service): Electric supply lines extending from the service of supply delivered by the utility company to the meter base located for the Dwelling Unit; (b) Sanitary sewer lines extending from the connector sewer line to the point at or near the Dwelling Unit where common usage by more than one Dwelling Unit stops.

Section 12.10 Rights Not Subject to Suspension. The rights and easements created in this Article shall not be suspended by the Association for any reason.

ARTICLE 13 **COVENANT FOR STAGED DEVELOPMENT**

Section 13.1 Staged Development. Declarant hereby reserves the right at any time within the Development Period to remove any portion of the Property from the scope of the Declaration or to submit, make subject to or annex the Additional Property to this Declaration without the consent of the Members of the Association. However, Declarant is not bound to annex any of the Additional Property to this Declaration, and until such time as any of the Additional Property is annexed, the same shall not be subject to the provisions of this Declaration.

Section 13.2 Supplemental Declaration for Staged Development. Any annexations made pursuant to this ARTICLE 13, or otherwise, shall be made by recording a supplement to this Declaration with the Recorder of Hamilton County, Ohio, which supplementary Declaration shall extend this Declaration to such annexed property. The supplementary Declaration may contain additional covenants, conditions, restrictions, easements and liens as Declarant shall deem appropriate for the purpose of completing the development of the Property. Owners of Lots subject to such supplemental Declaration shall be Owners as defined by this Declaration.

ARTICLE 14 **ENFORCEMENT**

Section 14.1 Curing Defaults; Lien. If any Default occurs with respect to any Lot under the provisions of this Declaration, the Board shall give written notice to the Owner, with a copy of the notice to any Occupant in Default and a copy to any first mortgagee of the Lot who has

requested copies of default notices, setting forth in reasonable detail the nature of the Default and the specific action(s) required to remedy the Default, except that no notice of Default shall be required before the Board takes any of the actions set forth in this Declaration for nonpayment of Assessments. If the Owner or Occupant shall fail to take the specific action(s) within thirty days after the mailing of the notice, the Board may, but shall not be required to, exercise any or all of its rights in this Declaration or otherwise available at law or in equity. The Board may exercise without notice any of its rights with respect to any Default if it determines that an emergency exists requiring immediate action.

Section 14.2 Remedies. Nothing contained in this Section shall be deemed to affect or limit the rights of Declarant, the Association, any Owner or Occupant or their legal representatives, heirs, devisees, successors or assigns, by appropriate judicial proceedings, to enforce the provisions of this Declaration or recover damages for any Default. It is 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.

Section 14.3 Costs and Attorney's Fees. Costs incurred by the Association in exercising any of its rights with respect to any Lot, together with court costs, reasonable attorneys' fees and other costs of enforcement, shall be a binding personal obligation of the Owner and shall be payable on demand. If the Owner fails to pay costs within thirty days after demand, the Association may file a notice of lien in the same manner and which shall have the same priority as the liens for Assessments provided in ARTICLE 4.

Section 14.4 Charge for Damages or Enforcement Assessment. The Board shall have the authority to impose a reasonable Enforcement Assessment for violations of the Declaration, the Bylaws, and the Rules of the Association, pursuant to Ohio Revised Code 5312.11.

Section 14.5 No Waiver. The failure of Declarant, the Association, any Owner or Occupant or their legal representatives, heirs, devisees, successors or assigns, in any one or more instances, to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such right or privilege, including the right to cure any Default but the same shall continue and remain in full force and effect as if no forbearance had occurred.

Section 14.6 Rules and Regulations. The Board may adopt and enforce, and from time to time amend, reasonable rules and regulations (the "Rules and Regulations") regarding the administration, interpretation, and enforcement of this Declaration and the Bylaws. Each Rule and Regulation shall be consistent with and designed to further the purposes outlined in this Declaration. The Rules and Regulations may include, if the Board so elects, establishment or monetary fines for violations of this Declaration, the Bylaws or the Rules and Regulations, in such amounts as the Board may deem appropriate.

ARTICLE 15
NOTICES

Any notice, demand or other instrument that is required to be given or delivered to or served upon an Owner shall be in writing and shall be deemed to be so given, delivered or served upon (a) personal delivery to his/her person; or (b) mailed to his/her address by U.S. Mail, postage prepaid to the address as it appears upon the records of the Association; or c) otherwise duly served upon the Owner or his/her agent as permitted and recognized by law.

ARTICLE 16
DURATION, AMENDMENT AND TERMINATION

Section 16.1 Duration. This Declaration shall be deemed to create covenants running with the land and shall bind the Property and shall inure to the benefit of and be binding upon Declarant, the Board, the Association, and each Owner, Occupant and their legal representatives, heirs, successors and assigns, and shall continue in full force and effect for twenty (20) years from the date on which this Declaration is recorded. Thereafter this Declaration shall be automatically renewed for successive ten-year periods unless amended or terminated as provided in this Section.

Section 16.2 Amendment or Termination. Except as provided in this Declaration, any provision of this Declaration may be amended in whole or in part or terminated (i) by the Members representing at least seventy-five percent (75%) of the voting power of the Association.

The President of the Board shall determine whether the persons who have approved of any amendments or the termination of this Declaration constitute the Owners of the required percentage of Members. Promptly after the approval of any amendment or termination of any part of this Declaration, the President of the Board shall cause to be recorded (a) the written instrument of amendment or termination executed in properly recordable form by the President of the Association and (b) the certificate of the President of the Association that the Members representing at least 75% of the voting power of the Association have approved such instrument.

Notwithstanding the above, this Declaration may be amended at any time during the Development Period, without the vote of Owners, by a written instrument executed by the Declarant for any of the following purposes: eliminating or correcting any typographical or other inadvertent errors; eliminating or resolving any ambiguity; making minor or non-substantial changes; clarifying or modifying the use restrictions in ARTICLE 5; clarifying Declarant's original intent; and/or making any changes necessary or desirable to meet the requirements of any institutional lender, the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Mortgage Corporation, or any other agency that may insure or purchase loans on a Lot. No amendment for these purposes shall materially adversely affect any Owner's interest in his or her Lot, the Association or the Common Elements without that Owner's written consent. Each Owner and his or her mortgagees, by acceptance of a deed to a Lot or a mortgage encumbering a Lot, shall be deemed to have consented to and approved of the provisions of this Section and the amendment of this Declaration by Declarant as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Declarant, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by the Declarant to be necessary or proper to effectuate the provisions of this Section.

ARTICLE 17
MISCELLANEOUS

Section 17.1 No Reverter. No covenant, condition, restriction, or reservation of easement contained in this Declaration is intended to create, or shall be construed as creating, a condition subsequent or a possibility of reverter.

Section 17.2 Notices. Any notice required or permitted to be given to an Owner or Occupant by the Board pursuant to the provisions of this Declaration shall be deemed given when mailed by United States mail, postage prepaid, addressed to that person's last address as it appears on the records of the Association.

Section 17.3 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.

Section 17.4 Headings. The headings of the Sections and subsections are for convenience only and shall not affect the meaning or construction of the contents, of this Declaration.

Section 17.5 Gender. Throughout this Declaration, where the context so requires, the masculine gender shall be deemed to include the feminine and neuter, and the singular shall include the plural, and vice versa.

Section 17.6 Availability of Documents. The Association shall make available to Owners, lenders, and to holders, insurers, or guarantors of any first mortgage on a Lot, current copies of the Declaration, the Bylaws and other Rules and Regulations concerning the Property. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.



July 14, 2022

Mrs. Anne F. McBride
McBride Dale Clarion
5721 Dragon Way, Suite 300
Cincinnati, Ohio 45227

Re: 3033 Jared Ellis Drive | Arcadia (D) – (CPRE220043) Final Recommendations

Dear Mrs. McBride,

This letter is to inform you that our CSR Advisory-TEAM and CSPRO Committee has reviewed your proposed project at **3033 Jared Ellis Drive** in the Community of Oakley. The information provided is the recommendations of the City of Cincinnati and must be followed as you move forward with your project. As a reminder, we will have a **WebEx conference call meeting** with you on **July 19, 2022 @ 1:30 pm** to discuss this information. Please see the feedback listed below. Thank you for developing within the City of Cincinnati.

City Planning & Engagement Department

Immediate Requirements to move the project forward:

1. The applicant has submitted a zone change application to a Planned Development. The next steps are a public staff conference, City Planning Commission, then City Council.

Requirements to obtain permits:

1. If approved by City Council in the end, then a Final Development Plan will need to be approved by City Planning Commission prior to permits being issued.

Recommendations:

1. Continue engagement with the Oakley Community Council and nearby property owners.

Contact:

- **Caroline Kellam** | City Planning | 513-352-4842 | caroline.kellam@cincinnati-oh.gov

City Planning & Engagement Department – Zoning

Immediate Requirements to move the project forward:

1. None. The applicant is seeking a zone change to a Planned Development District (PD). Please work with City Planner on the zone change.

Requirements to obtain permits:

- None

Recommendations:

- None

Contact:

- **Emily Ahouse** | ZPE | 513-352-4793 | emily.ahouse@cincinnati-oh.gov

Metropolitan Sewer District (MSD)

Immediate Requirements to move the project forward:

- None

Requirements to obtain permits:

1. A PTI from the OEPA will be required for sewer extension. Please contact Jeff Chen at 513-244-1357 or jeff.chen@cincinnati-oh.gov for assistance.
2. An approved site utility plan will be required for each residence to receive approved permit.

Recommendations

- None

Contact:

- **Jim Wood** | MSD | 513-352-4311 | jim.wood@cincinnati-oh.gov

Stormwater Management Utility (SMU)

Immediate Requirements to move the project forward:

- None

Requirements to obtain permits:

1. Detention
 - For calculations refer to SMU Rules & Regs, Chapter 12 [https://cincinnati-oh.gov/sites/stormwater/assets/File/smu_rules_and_regs\(1\).pdf](https://cincinnati-oh.gov/sites/stormwater/assets/File/smu_rules_and_regs(1).pdf)
 - Submit following documents - detention calculations (pre-development runoff coefficient seems high?), drainage map, detailed drawing of Detention Control structure with elevations, detentions shop drawings (manufacturer drawing)
2. Utility Plan
 - Need clarification on flow route in and out of detention? How much flow is bypassing the detention?
 - Label all pipes materials
 - In the public R/W, pipes to be DIP or RCP
 - Show Top & Invert elevations for all Appurtenances
 - Show slopes for all pipes
 - Curb cuts: driveway aprons at min. 5' away from SMU inlets (drive apron at Jared Ellis Dr.)
3. Grading Plan
 - Impervious surfaces allowed to drain towards public R/W with limit of 800sf per project. See recommendation.
4. Erosion & Sediment Control Plan is required.
 - Refer to link: <https://cincinnati-oh.gov/stormwater/construction-and-design/standards/sediment-and-erosion-control/>
5. SMU Standards Plans Notes is required.
 - Refer to link: <https://www.cincinnati-oh.gov/stormwater/construction-and-design/standards/smu-standard-plan-notes-april-2022/>
6. NPDESS
 - Site is larger than 1 acre and discharges into storm only, require developer to submit NOI from the Ohio EPA.
7. As-Built Survey Requirements
 - As-Built survey is required.

8. SMU will require an As-Built survey at the end of construction. The survey should include the following information:
 - o State Plane Coordinates (N,E) for all MH's and Catch Basins
 - o Inverts and Top elevations for all MHs and Catch Basins
 - o Slopes, sizes, and materials for all storm lines.

Recommendation:

- None

Contact:

- **Kevin Gold** | SMU | 513-309-2129 | kevin.gold@gcww.cincinnati-oh.gov

Water Works

Immediate Requirements to move the project forward:

- None

Requirements to obtain permits:

1. All new water service branch(es) must be connected to the existing 8-inch public water main in Jared Ellis Drive.
2. According to the "Overall Water Service Plan" C403 the location of the dual service branch and meter setting has the following concerns:
 - a. Does not reflect the Standards of 108-14B the domestic arm needs to at the property line/right-of-way. Meter pit should be shown closer to the property line/right-of-way.
 - b. A backflow device should be shown on the domestic line in a heated structure directly behind the meter pit.
 - c. All driveway aprons, light poles, electric items, signs, and other pertinences should be 5-feet away from the meter pit and branch items.

Recommendations:

1. Greater Cincinnati Water Works has no concern with a dual service branch serving the site if the parcel remains a single lot and is owned by the property owner. The property owner is assumed to be the Homeowners Association.
2. The Owner(s)/Developer(s) will need to hire a Greater Cincinnati Water Works certified licensed and bonded plumber and fire protection company to perform the private water service branch design work and installation.
3. The Owner(s)/Developer(s) must have a licensed plumber and fire protection company that is bonded and certified with GCWW and fill out the Online Branch application <https://www.cincinnati-oh.gov/water/engineering-construction/forms-specifications/> for water service.

Contact:

- **Rick Roell** | WaterWorks | 513-591-7858 | richard.roell@gcww.cincinnati-oh.gov

Fire Department

Immediate Requirements to move the project forward:

1. The minimum fire flow requirements for Residential structures (1, 2 and 3) family dwellings are 1000 gallons/per/minute (GPM) @ 20 pressure/per/square inch (psi) (138Kpa).
2. The minimum fire flow requirements for Condominiums/Apartment Complex or Dwelling greater than a three-family dwelling is 1,800 gallons/per/minute (GPM) @ 20 pressure/per/square inch (psi) (138Kpa).

3. All dwelling houses or other minor use buildings or structures shall be so located that all parts thereof are not more than 500 feet from not less than one readily accessible public or private fire hydrant unless a greater distance is specifically approved by the fire chief.
4. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet.

Requirements to obtain Permits:

1. The weight of our apparatus is as follow:

Apparatus	Width	Length	Height	Weight	Front axle	Rear axle	Turn radius inside/outside
Ladder	10'	41'10"	11' 9"	70,000	21,600	48,000	35.45/39.25
Engine	10'	31'6"	9'5"	44,000	20,000	24,000	34'6"/41'6"
Ambulance	9' 4"	22'2"	9' 2"	18,500			34'/41'

Recommendations:

- None

Contact:

- **Elton Britton** | Fire Dept. | 513-352-7596 | elton.britton@cincinnati-oh.gov

Office of Environment and Sustainability (OES)

Immediate Requirements to move forward with project:

- None

Requirements to obtain permits:

1. Commercial waste, including construction and demolition debris, generated during this development project must utilize a City franchised commercial waste collection service per Cincinnati Municipal Code Chapter 730. Additional information can be found at <https://www.cincinnati-oh.gov/oes/commercial-waste-hauler-program/>.
2. If offsite sourced fill is to be placed onsite, then it must receive OES environmental approval when it exceeds 500 cubic yards as per City Municipal Code Chapter 1031.
3. This project may need to include new City permanent public utility easements. The City's encumbrance of the easements must receive environmental approval from OES.

Recommendations:

1. The following recommendation is based on State of Ohio requirements:
 - a. This site is included in the larger Oakley Mills development project and is part of the former Cast Fab Technologies property Ohio EPA Voluntary Action Program (VAP) site, which obtained a No further Action (NFA)/Covenant Not-to-Sue (CNS) status. The site should follow the requirements specified in the Environmental Covenant.
2. The following recommendations are based on adopted City of Cincinnati environmental and sustainability policies:
 - a. The development goal should be to earn at a minimum the LEED Certified rating level.
 - b. Rooftop solar should be considered in the design as a renewable energy source.
 - c. Site parking should be wired for electric vehicle charging.

- d. Site areas designated for trash carts (or dumpsters) should also have at least equal space designated for recycling carts (or dumpsters).
- e. The use of trees in the landscape design should be included to enhance urban forestry.
- f. The use of pervious surfaces should be maximized to the extent practical in the design.

Contact:

- **Howard Miller** | OES | 513-352-6999 | howard.miller@cincinnati-oh.gov

Parks Department (Urban Forestry)

Immediate Requirements to move the project forward:

- None

Requirements to obtain permits:

- None

Recommendations:

- None

Contact:

- **Jacob Edwards** | Urban Forestry | 513-861-9070 | jacob.edwards@cincinnati-oh.gov

Department of Transportation & Engineering (DOTE)

Immediate Requirements to move the project forward:

- None

Requirements to obtain permits:

1. **Pavement for private streets need to meet City Standard for pavement section. See Subdivision Manual.**
2. Streetlights are private and need to be located on private property.
3. Use City standard driveway aprons, not street openings. No ADA ramps needed. Widths are acceptable.
4. All proper clearances must be met for the driveway apron locations.
5. **Work with Planning on naming the private streets.**
6. All work in the right of way will require a DOTE permit.
7. Before submitting permit applications, contact DTEaddress@cincinnati-oh.gov to have addresses assigned for each unit. Each group of units will be assigned an address number; each individual unit will be assigned a letter. Once constructed, each address must be posted. The range of assigned addresses will need to be posted on a sign near the entrance to the property and be visible from the street.

Recommendations:

- None

Contact:

- **Morgan Kolks** | DOTE | 513-335-7322 | morgan.kolks@cincinnati-oh.gov

Buildings & Inspections – Buildings

Immediate Requirements to move the project forward:

- None

Requirements to obtain permits:

1. Separate building permit applications are required for each group of buildings.
2. Are CO's desired for each unit - individual CO applications will be required.
3. Specify the building code path to be used in the design. The RCO cannot be used with this type of development. The OBC must be utilized. Section 310.5.5 of the OBC may allow portions the RCO to be used.

Recommendations:

- None

Contact:

- **Robert Martin** | B&I Plans Exam | 513-352-2456 | robert.martin@cincinnati-oh.gov

Law Department

Immediate Requirements to move the project forward:

1. A public watermain runs through the development site. Please contact GCWW to discuss the possible relocation or abandonment of the watermain and vacation of the utility easement.

Requirements to obtain permits:

- None

Recommendations:

- None

Contact:

- **Charles Martinez** | Law | 513-352-3359 | charles.martinez@cincinnati-oh.gov

Department of Community & Economic Development (DCED)

Immediate Requirements to move the project forward:

- None

Requirements to obtain permits:

- None

Recommendations:

- None

Contact:

- **Roy Hackworth** | DCED | 513-352-6119 | roy.hackworth@cincinnati-oh.gov

Health Department

Immediate Requirements to move the project forward:

- None

Requirements to obtain permits:

1. No need for Health to review project as proposed.

Recommendations:

- None

Contact:

- **Trisha Blake** | Health Dept. | 513-352-2447 | trisha.blake@cincinnati-oh.gov

Police Department

Immediate Requirements to move the project forward:

- None currently.

Requirements to obtain permits:

- No comments.

Recommendations:

- None

Contact:

- **Katalin Howard** | Police Dept. | 513-352-3298 | katalin.howard@cincinnati-oh.gov
- **Brandon Kyle** | Police Dept. | 513-564-1870 | brandon.kyle@cincinnati-oh.gov

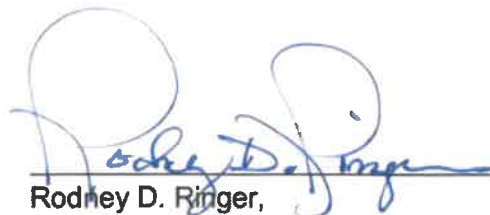
FINAL ACTION: The CSR Advisory-TEAM and CSPRO Committee believes that the proposed project plans are moving in the appropriate direction and recommends that the project move forward to City Planning Commission subject to the following condition.

- **The subject development must follow the requirements listed above to ensure that the development meets the requirements of all agencies as they apply for all permits.**

Sincerely,



Art Dahlberg,
Director of Buildings and Inspections Department
& CSPRO Committee Chair



Rodney D. Ringer,
Development Manager

AD:RDR:hs



Attachment 

PO Box 9244
Cincinnati OH 45209
oakleynow.com

June 21, 2022

Ms. Katherine Keough-Jurs, AICP
Director | Department of City Planning
City of Cincinnati
Two Centennial Plaza
805 Central Avenue, Suite 720
Cincinnati, Ohio 45202
Katherine.Keough-Jurs@cincinnati-oh.gov

RE: Zoning Request for Arcadia Townhomes | 3033 Jared Ellis Drive

At the April 5, 2022 meeting of the Oakley Community Council ("OCC"), representatives of McBride Dale Clarion presented on behalf of their client, Arcadia Townhomes, and made a request of the OCC for a letter of support. The presentation consisted of an updated proposal for 124 townhomes at 3033 Jared Ellis Drive, with a starting price point in the \$350K range. Their initial presentation a month prior was for 94 townhomes starting in the \$550K range, but they took our concerns about affordability to heart and came back with new proposal. As part of this presentation, they asked us to approve a zone change from CG-A to PD, or planned development.

A motion of "approval of a zone change to the planned development for both concept and final as presented" was made at the April 5, 2022 OCC meeting. As reflected in our meeting minutes (attached), the motion passed with eight yes votes and one abstention: 8-0-1.

Thank you for your cooperation and assistance. If you need any further information or have any questions, I can be reached at colleen.reynolds@oakleynow.com.

Sincerely,



Colleen M. Reynolds
President
Oakley Community Council

CC: OCC File