



**New Albany Planning Commission Agenda**  
Monday, October 16, 2023 7:00pm

Members of the public must attend the meeting in-person to participate and provide comment at New Albany Village Hall at 99 West Main Street. The meeting will be streamed for viewing purposes only via the city website at <https://newalbanyohio.org/answers/streaming-meetings/>

**I. Call to order**

**II. Roll call**

**III. Action on minutes:** September 18, 2023

**IV. Additions or corrections to agenda**

Administration of oath to all witnesses/applicants/staff who plan to speak regarding an application on tonight's agenda. "Do you swear to tell the truth and nothing but the truth."

**V. Hearing of visitors for items not on tonight's agenda**

**VI. Cases:**

**FDP-84-2023 Final Development Plan Amendment**

Final development plan amendment to allow for site circulation modifications to a previously approved carry-out food and beverage establishment with a drive-through facility on approximately 2+/- acres located immediately north of Johnstown Road and generally south of the intersection at Bevelhymer Road and Walton Parkway (PID: 222-004463).

**Applicant: Prime AE Group, c/o Steve Fox**

*Motion of Acceptance of staff reports and related documents into the record for FDP-84-2023.*

*Motion of approval for application FDP-84-2023 based on the findings in the staff report with the conditions listed in the staff report, subject to staff approval.*

**FDP-87-2023 Final Development Plan**

Final development plan review and approval of a 151 lot, age-restricted residential housing development on 63.5+/- acres for the subdivision known as the Courtyards at Haines Creek located at 8390 and 8306 Central College Road in Franklin County.

**Applicant: EC New Vision Ohio LLC, c/o Aaron L. Underhill, Esq.**

*Motion of Acceptance of staff reports and related documents into the record for FDP-87-2023.*

*Motion of approval for application FDP-87-2023 based on the findings in the staff report with the conditions listed in the staff report, subject to staff approval.*



**FPL-88-2023 Preliminary and Final Plat**

Preliminary and final plat for phase one of the Courtyards at Haines Creek located at 8390 and 8306 Central College Road in Franklin County.

**Applicant: EC New Vision Ohio LLC, c/o Aaron Underhill, Esq.**

*Motion of acceptance of staff reports and related documents into the record for - FPL-88-2023.*

*Motion of approval for application FPL-88-2023 based on the findings in the staff report with the conditions listed in the staff report, subject to staff approval.*

**FPL-91-2023 Preliminary and Final Plat**

Preliminary and final plat for phase two of the Courtyards at Haines Creek located at 8390 and 8306 Central College Road in Franklin County.

**Applicant: EC New Vision Ohio LLC, c/o Aaron Underhill, Esq.**

*Motion of acceptance of staff reports and related documents into the record for - FPL-91-2023.*

*Motion of approval for application FPL-91-2023 based on the findings in the staff report with the conditions listed in the staff report, subject to staff approval.*

**FPL-92-2023 Preliminary and Final Plat**

Preliminary and final plat for phase three of the Courtyards at Haines Creek located at 8390 and 8306 Central College Road in Franklin County.

**Applicant: EC New Vision Ohio LLC, c/o Aaron Underhill, Esq.**

*Motion of acceptance of staff reports and related documents into the record for - FPL-92-2023.*

*Motion of approval for application FPL-92-2023 based on the findings in the staff report with the conditions listed in the staff report, subject to staff approval.*

**ZC-90-2023 Rezoning**

Request to rezone 84.736 acres located at 2650 Harrison Road in Licking County from Agricultural (AG) to Limited General Employment (L-GE) for an area to be known as the Jug Street South Expansion Zoning District (PID: 037-112110-00.000, 037-111930-00.000, 037-112044-00.001, 037-112044-00.003, 037-112044-01.000, 037-112044-03.000, 037-112044-02.000, 037-112044-00.002, 037-112044-00.009, 037-112044-00.004, 037-112044-00.005, 037-112044-00.000, 037-112044-00.008, 037-112044-00.007, 037-112044-00.005, 037-112050-00.001).

**Applicant: Jackson B. Reynolds, III**

*Motion of acceptance of staff reports and related documents into the record for ZC-90-2023.*

*Motion of approval for application ZC-90-2023 based on the findings in the staff report with the conditions listed in the staff report, subject to staff approval.*

**FPL-94-2023 Final Plat**

Final plat for Briscoe Parkway public street dedication and easements phase 1 located between Horizon Court and Harrison Road in Licking County.

**Applicant: City of New Albany**

*Motion of acceptance of staff reports and related documents into the record for -*

*FPL-94-2023.*

*Motion of approval for application FPL-94-2023 based on the findings in the staff report with the conditions listed in the staff report, subject to staff approval.*

**FPL-95-2023 Final Plat**

Final plat for Briscoe Parkway public street dedication and easements phase 2 located between Harrison Road and Clover Valley Road in Licking County.

**Applicant: City of New Albany**

*Motion of acceptance of staff reports and related documents into the record for - FPL-95-2023.*

*Motion of approval for application FPL-95-2023 based on the findings in the staff report with the conditions listed in the staff report, subject to staff approval.*

**VII. Other business**

**VIII. Poll members for comment**

**IX. Adjournment**



**New Albany Planning Commission DRAFT Meeting Minutes**  
Monday, September 18, 2023

**I. Call to order**

The New Albany Planning Commission held a regular meeting on Monday, September 18, 2023 at the New Albany Village Hall. Chair Kirby called the meeting to order at 7:03 p.m.

**II. Roll call**

Those answering roll call:

Mr. Kirby	present
Mr. Wallace	present
Mr. Schell	present
Ms. Briggs	present
Mr. Larsen	absent
Council Member Durik	present

Council Member Durik attended on behalf of Council Pro Tem Brisk.

Having four voting members present the commission had a quorum to transact business.

Staff members present: Law Director Albrecht; Development Engineer Albright; Engineering Manager Denny; Planning Manager Mayer; Planner Nichols; Deputy Clerk Madriguera.

**III. Action on minutes:** August 21, 2023

Chair Kirby complimented the use of bookmarks in the electronic meeting packet; the bookmarks made navigating the pdf much more efficient.

Chair Kirby asked whether there were any corrections to the minutes from the August 21, 2023 meeting.

Hearing none Commissioner Schell moved to approve the minutes from the August 21, 2023 meeting. Commissioner Briggs seconded the motion.

Chair Kirby asked whether there was any discussion on the motion. Hearing none, he asked to hear the roll.

Upon roll call: Mr. Schell yes; Ms. Briggs yes; Mr. Wallace abstained; Mr. Kirby yes. Having three yes votes, the minutes were approved as submitted.

**IV. Additions or corrections to agenda**

Chair Kirby asked whether there were any additions or corrections to the agenda.

Chair Kirby administered the oath to all present who would be addressing the commission and noted that the time was right to silence cell phones.

Planner Nichols stated that staff had two changes to the agenda. The first was a request to remove CU-78-2023 from the agenda. Planner Nichols explained that while

conducting a full review of the application, staff determined a conditional use was unnecessary.

Without objection, CU-78-2023 was removed from the agenda.

Planner Nichols stated that the second change was a request by the applicant that FDP-84-2023 be laid upon the table until the October 16, 2023 meeting. She noted that there was a person present at the meeting who wished to comment on the application, so if the tabling occurred presently, that person would not have to wait until the end of the agenda in order to comment.

Planning Manager Mayer remarked that the commission could move the tabling of the application to the top of the agenda, then the commission could hear the person's comments during Hearing of visitors for items not on tonight's agenda.

Commissioner Wallace asked whether it was appropriate for the commission to hear public comment on an application without a full staff report and in the absence of the applicant.

Law Director Albrecht responded that the person had the right to give public comment at this meeting but it certainly would be appropriate for those comments to be given again when the application was being considered and when applicant was present.

Commissioner Wallace also noted that no substantive materials from staff had been provided on FDP-84-2023.

Commissioner Wallace moved to table FDP-84-2023 until the October 16, 2023 meeting. Commissioner Briggs seconded the motion.

Chair Kirby asked whether there was any discussion on the motion. Hearing none, he asked to hear the roll.

Upon roll call: Mr. Wallace yes; Ms. Briggs yes; Mr. Kirby yes; Mr. Schell yes. Having four yes votes, FDP-84-2023 was laid upon the table.

Chair Kirby noted that FDP-84-2023 was no longer on tonight's agenda.

**V. Hearing of visitors for items not on tonight's agenda**

Chair Kirby asked whether there were any visitors who wished to speak on items not on the agenda.

Greg Munster, owner of the Wealth Center of New Albany, 9835 Johnstown Rd. The Wealth Center was formerly a Key Bank. Mr. Munster stated that he believed the Chipotle was asking for more curb cuts for ingress and egress and he requested that the commission be sensible and careful when considering an increase in curb cuts. He stated that the owner of Chipotle had spoken with him about the curb cut increase, presumably to get Mr. Munster's approval, but his reasoning and message was unclear. Mr. Munster stated that the association should be responsible for maintaining the private drives. The traffic load and flow through the private drives was making them into full thoroughfares, and as such they required thoroughfare maintenance.

Chair Kirby asked whether they would be deeded over to the village.

Mr. Munster replied that at present there was no deeding; presently he owned half and the owner of Chipotle owned half. He stated that he was happy to engage in further

conversation and that believes there is something more to be looked at here and that he would be returning in October.

Chair Kirby stated he looked forward to hearing more from Mr. Munster in October and encouraged him to bring as much paperwork as he could, and also to coordinate with staff.

## **VI. Cases:**

### **FDP-77-2023 Final Development Plan**

Final development plan to allow for construction of a 4,266 square foot CME Credit Union with a drive-through and Crimson Cup Coffee Shop on 2.03 acres located at the southwest corner of Beech Road and Smiths Mill Road (PID: 093-106512-00.00).

**Applicant: Brian Wellert**

Planner Nichols delivered the staff reports for the final development plan and the three variances in a single presentation.

Chair Kirby asked whether the condition regarding the landscape included the same specifications as stated in D3 on page 6 of the staff report [Per zoning text requirement (G)(3)(b)(i), a minimum of 6 trees per 100 lineal feet must be installed within the required setback area along Smith's Mill and along Beech Road.].

Planning Manager stated that yes it did. He acknowledged that the condition did not include the numerical specification. He explained that the condition was using a short-form of the text as stated in D3, and recommended that the specifications be stated when making the motion.

Chair Kirby asked for comments from engineering.

Engineering Manager Denny delivered the engineering report.

Chair Kirby noted that some of the documents said "potential encroachment" and asked for further explanation.

Applicant Brian Wellert explained that the potential encroachment note was from the original survey and referred to the existing sidewalk, thus it was not relevant to this project.

Chair Kirby asked for questions from the commission.

Commissioner Schell asked staff whether the variances would still be needed if the applicant agreed to shift the building as recommended in the staff report.

Planner Nichols answered that rotating the building would essentially do away with all of the variances except with regard to having active and operable front doors. The site has three frontages; Smith's Mill Road, Beech Road, and Beech Crossing. Technically, they would still need a variance to not have an active and operable front door facing Beech Crossing, which is a private road and is something the Planning Commission has approved before when it is a private road and not a prominent public street.

Chair Kirby asked to hear from the applicant.

Applicant Brian Wellert of Environmental Design Group 450 Grant Street Akron, Ohio stated that he was aware of the variances, but after doing a traffic analysis they became

aware of safety concerns and pedestrian crossing concerns. He referred to a slide presentation, and stated that the staff conditions would require a redesign of the building. He explained that the proposed structure contains a coffee shop, it is also a bank and for security reasons it has one public entrance.

Chair Kirby noted that a bank two doors down from the Village Hall had multiple entrances.

Mr. Wellert responded that some [banks] can and continued that this was their prototype and that they wanted to stick with this prototype. Mr. Wellert stated that if implemented, the city's conditions would result in the following: cars cutting through the drive-through in order to access the primary entrance; a redesigned interior floor plan; an implied outdoor dining area where none was contemplated; an inaccessible dumpster; a remote loading space which would require employees to cross the drive through lanes; and more pavement and less landscaping when the applicant was already challenged in their effort to balance landscaping requirements with parking requirements. He stated that the New Albany Company was not onboard with making the combined entrance. He further noted that reorienting the building would result in car-stacking that would block the entrance after three cars queued, and the exit would be blocked after six cars. Mr. Wellert explained the three variances they were requesting, to eliminate the operable door requirement on Beech Crossing and Smith's Mill Road; to permit the menu board to be visible from Smith's Mill Road; and to permit the dumpsters to be located in front of the building. He explained that their design intent was to utilize landscaping to screen the dumpsters so they would not be visible from the front of the building. Similarly, shrubs and trees would be used to screen the menu board as much as possible. He showed pictures of ornamental shrubs and trees to demonstrate what they had in mind for screening. He also showed photos of existing properties with dumpsters visible from the road. He further explained that they were willing to incorporate gentle mounding to provide screening. He continued that they were examining other improvements to improve the appearance from Smith's Mill Road. He acknowledged that that entrance had a back of the house feeling and explained that their intent has been to focus on front touch, meaning the primary entrance. They still intended to offer pedestrian access and significant parking spaces in the front with less parking on the side for safety and security.

Chair Kirby asked whether Mr. Wellert had any conflict with the engineering comments.

Mr. Wellert responded that there has been some confusion about storm water; he was concerned about the sight distance and would like to move it further south considering the left turn in. He stated that they were more than willing to discuss these issues. He continued that the landscaping was getting difficult and explained that their fear is that if they provide too much the land will not be accessible.

Chair Kirby asked whether Mr. Wellert was still addressing the engineering comments because it seemed as though he was addressing the conditions in the staff report.

Mr. Wellert replied that their intent was to go along with engineering comments, but if they cannot come to an agreement on the variances then they may have some concerns with the engineering comments.

Commissioner Wallace asked Mr. Wellert to clarify whether he agreed with the engineering comments.

Mr. Wellert asked to hear the engineering comments again.

Chair Kirby read them.

Commissioner Schell handed Mr. Wellert a copy of the engineering memo.

Mr. Wellert responded that he agreed with all the engineering comments.

Chair Kirby asked for questions from the commission.

Commissioner Schell remarked that what the applicant was requesting and what the city staff was recommending was almost completely different and he was not sure if he had ever seen or reviewed a case with such disagreement. He also commented that it would be very difficult to vote on a variance without an accurate rendering of what was being proposed.

Commissioner Briggs concurred and remarked that this case was very difficult because the applicant's requests and the city suggestions seemed unreconcilable. The differences raised so many questions about the parking, queuing, and she could not recall ever being presented with a case like this.

Commissioner Wallace echoed those comments and stated that this commission very rarely grants variances. In order to grant a request for a variance, the commission must find that the request must meet the *Duncan* requirements; that is the law of Ohio. There can be disagreement on whether the *Duncan* requirements are met in a particular request. He continued that the comment that concerned him was that this property is located in Licking County and it was not in the heart of New Albany. One of the objectives of the commission is to keep the planning and development standards consistent regardless of where in New Albany the property is located. He stated that the commission was certainly willing to give an up or down vote on this application at tonight's meeting. He stated that given the distance between what Mr. Wellert was proposing and what the city was proposing, this application would benefit from continued work. He understood that Mr. Wellert was attempting to balance the prototype with the city's design standards. To that end, he suggested that Mr. Wellert consider tabling the application so he could return with an application that more closely meets the city's standards, rather than have a vote on the application as presented to the commission tonight.

Mr. Wellert stated that he agreed and their intent at this meeting was to have a discussion with the commission. He and Planner Nichols had been in daily contact, their preliminary was in June and their submittal was in August and that she had been very helpful. He remarked that the New Albany Company has reviewed, supported, and approved their proposed layout and that everyone has agreed with us as far as functionality but what breaks the conversation is the form. The view from the street was the application's weakness and he recognized that he had pushed to be on tonight's agenda. They did not want to set a precedent. Mr. Wellert stated that he wanted to have a positive interaction and to find the balance between form and function and he acknowledged that the application becomes more complicated with the mixed use as a coffee shop. Mr. Wellert then began to discuss the menu board.

Chair Kirby asked Mr. Wellert to clarify whether he had just said the menu board was 29 square feet.

Planner Nichols stated that staff had not seen the menu board sign.

Commissioner Wallace remarked that the staff report listed a number of areas, such as the menu board, where information from the applicant was missing. He continued that the commission cannot analyze an element of an application that is not present in the

materials. There are a lot of moving and missing parts in this application. He appreciated Mr. Wellert's honest intent to meet the city's requirement, but more work needs to occur on this application prior to the commission's vote on it.

Chair Kirby stated that the newly enacted code provisions regarding electronic menu boards were thorough and easy to follow. Mr. Wellert's request for variance for the proposed electronic menu board should be analyzed under the newly enacted code provisions.

Mr. Wellert agreed and stated that he had been provided with the new code and would provide an analysis of the proposed electronic menu board using the new code. He stated that he was expecting at least a condition regarding the menu board. He continued that there had been discussions and some disagreement with the planning department on whether the menu board was required to be on the other side of the building or whether the requirement was that it be effectively screened from view. He also acknowledged that if the requirement was for effective screening, that it would take some time for the landscaping to mature in order to meet the requirement.

Chair Kirby asked whether Mr. Wellert's issues with the private drive would exist if it was a public right of way.

Mr. Wellert clarified that his concern was the requirement for a joint drive with the neighboring undeveloped property rather than provision of their own private drive. He explained that relocating their curb cut in the city's recommended location would serve two lots, but it would incur considerable additional cost, and it would force the future land-user to use CME's driveway.

Council Member Durik asked staff explain to explain this condition, because it seemed as if there would be two curb cuts adjacent to each other.

Planning Manager Mayer responded that staff does not share the applicant's interpretation. The driveway is entirely located on CME's property. The shared drive was a suggestion, not a requirement. He explained that the applicant does not have to share a driveway. The driveway CME is required to provide would not have any implication for the property to the west.

Mr. Wellert stated that his point was that if the city's intent was to provide access for future development, there would be the same number of curb cuts on Beech Crossing regardless of whether there was a shared or private drive.

Chair Kirby stated that there is an ongoing issue regarding cross-access easements that has been challenging.

Planning Manager Mayer explained that the zoning text supports cross-access easements and that it was not required of Duke and Duchess because of the size of the lot. Staff suggests them because they ease congestion and site circulation. The thinking with this property was to move it as far west as possible. The shared drive was suggested but not required and it would not impact the number of curb cuts that the future land-user is permitted to have.

Chair Kirby clarified that none of the concerns presented by the applicant were based on the fact that Beech Crossing is a public and not a private road.



Mr. Wellert responded that he thought it was a combined issue. The intent of Beech Crossing is to provide limited curb cuts on to the main road. They wanted to provide a single curb cut and did not want to provide joint access or a curb cut for through access.

Chair Kirby asked whether this was another private drive issue and wondered whether New Albany needed to get out of the business of private drives.

Planning Manager Mayer responded that private drives make sense under certain circumstances based on the scale and purpose of roads. They act as collectors for public roads and have been successful in New Albany in certain locations.

Chair Kirby noted that we had an Achilles heel in Keswick and one or two others that created a planning problem and he wanted to avoid that outcome with this application. Chair Kirby continued that he had not yet commented on the application. He stated that the variances requested were hard to deal with. He explained that this location is a signature corner which meant that the city would not get this back if it was done incorrectly. This corner is the intersection of two major roads and as such the planning must be done correctly. He advised Mr. Wellert that the commission would vote on the application tonight, but warned that he had heard very little if any support from the commission for the application in its current form.

Chair Kirby asked whether there were any members of the public present who wished to comment on the application.

Hearing none, Chair Kirby moved to accept the staff reports and related documents into the record for FDP-77-2023. Commissioner Schell seconded the motion.

Chair Kirby asked whether there was any discussion on the motion. Hearing none, he asked to hear the roll.

Upon roll call: Mr. Kirby yes; Mr. Schell yes; Ms. Briggs yes; Mr. Wallace yes. Having four yes votes, the staff reports and related documents were admitted into the record.

Mr. Wellert requested a five-minute recess.

Chair Kirby called a five-minute recess at 8:06 p.m.

Chair Kirby called the commission to order at 8:11 p.m.

Mr. Wellert requested that the application be tabled and after some discussion requested that the application be tabled to no later than January 2024.

Chair Kirby moved to lay application FDP-77-2023 on the table to a meeting no later than the January 2024 regular meeting. Commissioner Briggs seconded the motion.

Chair Kirby asked whether there was any discussion on the motion. Hearing none, he asked to hear the roll.

Upon roll call: Mr. Kirby yes; Ms. Briggs yes; Mr. Wallace yes; Mr. Schell yes. Having four yes votes, FDP-77-2023 was laid upon the table until no later than January 2024.

#### **VAR-79-2023 Variances**

Variances to eliminate the requirement that there be active and operable doors on the Beech Crossing and Smiths Mill Road building elevations, to dumpster location requirements, and to allow a drive-through menu board sign to be visible from the public

right-of-way; associated with a final development plan application for a CME Credit Union with a Crimson Cup Coffee Shop development generally located at the southwest corner of Beech Road and Smiths Mill Road (PID: 093-106512-00.00).

**Applicant: Brian Wellert**

Chair Kirby moved to accept the staff reports and related documents into the record for VAR-79-2023. Commissioner Briggs seconded the motion.

Chair Kirby asked whether there was any discussion on the motion. Hearing none, he asked to hear the roll.

Upon roll call: Mr. Kirby yes; Ms. Briggs yes; Mr. Schell yes; Mr. Wallace yes. Having four yes votes, the staff reports and related documents for VAR-79-2023 were admitted into the record.

Chair Kirby moved to lay VAR-79-2023 on the table to a meeting no later than the January 2024 regular meeting. Commissioner Schell seconded the motion.

Chair Kirby asked whether there was any discussion on the motion. Hearing none, he asked to hear the roll.

Upon roll call: Mr. Kirby yes; Mr. Schell yes; Ms. Briggs yes; Mr. Wallace yes. Having four yes votes, VAR-79-2023 was laid upon the table to no later than January 2024.

The commission wished the applicant good luck.

**VII. Other business; poll members for comment; and adjournment**

Chair Kirby asked if there was any other business to come before the commission. Hearing none, he polled the members for comment.

The commissioners wished everyone a pleasant evening.

Commissioner Schell noted that he looked forward to seeing everyone at Oktoberfest.

Chair Kirby adjourned the September 18, 2023 New Albany Planning Commission meeting at 8:15 p.m.

Submitted by: Deputy Clerk Madriguera, Esq.

**Appendix**

**FDP-77-2023**

**Staff Report**

**Record of Action**

**VAR-79-2023**

**Staff Report**

**Record of Action**



**Planning Commission Staff Report  
September 18, 2023 Meeting**

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**CME CREDIT UNION AND CRIMPSON CUP COFFEE SHOP  
FINAL DEVELOPMENT PLAN**

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LOCATION: Located at the southwest corner of Beech Road and Smith's Mill Road  
(PID: 093-106512-00.00)  
APPLICANT: Brian Wellert  
REQUEST: Final Development Plan  
ZONING: Beech Crossing I-PUD  
STRATEGIC PLAN: Retail  
APPLICATION: FDP-77-2023

Review based on: Application materials received August 18, 2023 and September 1, 2023.

*Staff report prepared by Chelsea Nichols, Planner*

**I. REQUEST AND BACKGROUND**

The application is a final development plan for a proposed CME credit union and Crimson Cup coffee shop with drive-throughs located at the at the southwest corner of Beech Road and Smith's Mill Road.

The property in question is zoned I-PUD and is located within the Beech Crossing Zoning District which was reviewed and approved by the Planning Commission on January 22, 2020 (ZC-102-2019).

The proposed coffee shop with drive-through is a permitted use as a "carry-out food and beverage establishment with drive-through facility". The proposed bank is permitted as a personal service. The drive-through associated with the bank is also a permitted use.

The applicant is applying for three variances related to this final development plan under application VAR-79-2023. Information and evaluation of the variance requests are under a separate staff report.

**II. SITE DESCRIPTION & USE**

The site is generally located north of State Route 161, south of Smith's Mill Road and west of Beech Road. The site is 2.03 acres and is currently undeveloped. This is the fourth proposed development for this zoning district. The Planning Commission approved final development plan applications for Duke and Ditches on October 20, 2020, Holiday Inn Express on February 19, 2020, and Taco Bell on August 21, 2023.

**III. EVALUATION**

Staff's review is based on New Albany plans and studies, zoning text, and zoning regulations. Primary concerns and issues have been indicated below, with needed action or recommended action in underlined text. Planning Commission's review authority is found under Chapter 1159.

The Commission should consider, at a minimum, the following (per Section 1159.08):

- a. *That the proposed development is consistent in all respects with the purpose, intent and applicable standards of the Zoning Code;*

- b. *That the proposed development is in general conformity with the Strategic Plan/Rocky Fork-Blacklick Accord or portion thereof as it may apply;*
- c. *That the proposed development advances the general welfare of the Municipality;*
- d. *That the benefits, improved arrangement and design of the proposed development justify the deviation from standard development requirements included in the Zoning Ordinance;*
- e. *Various types of land or building proposed in the project;*
- f. *Where applicable, the relationship of buildings and structures to each other and to such other facilities as are appropriate with regard to land area; proposed density may not violate any contractual agreement contained in any utility contract then in effect;*
- g. *Traffic and circulation systems within the proposed project as well as its appropriateness to existing facilities in the surrounding area;*
- h. *Building heights of all structures with regard to their visual impact on adjacent facilities;*
- i. *Front, side and rear yard definitions and uses where they occur at the development periphery;*
- j. *Gross commercial building area;*
- k. *Area ratios and designation of the land surfaces to which they apply;*
- l. *Spaces between buildings and open areas;*
- m. *Width of streets in the project;*
- n. *Setbacks from streets;*
- o. *Off-street parking and loading standards;*
- p. *The order in which development will likely proceed in complex, multi-use, multi-phase developments;*
- q. *The potential impact of the proposed plan on the student population of the local school district(s);*
- r. *The Ohio Environmental Protection Agency's 401 permit, and/or isolated wetland permit (if required);*
- s. *The U.S. Army Corps of Engineers 404 permit, or nationwide permit (if required).*

It is also important to evaluate the PUD portion based on the purpose and intent. Per Section 1159.02, PUD's are intended to:

- a. *Ensure that future growth and development occurs in general accordance with the Strategic Plan;*
- b. *Minimize adverse impacts of development on the environment by preserving native vegetation, wetlands and protected animal species to the greatest extent possible*
- c. *Increase and promote the use of pedestrian paths, bicycle routes and other non-vehicular modes of transportation;*
- d. *Result in a desirable environment with more amenities than would be possible through the strict application of the minimum commitment to standards of a standard zoning district;*
- e. *Provide for an efficient use of land, and public resources, resulting in co-location of harmonious uses to share facilities and services and a logical network of utilities and streets, thereby lowering public and private development costs;*
- f. *Foster the safe, efficient and economic use of land, transportation, public facilities and services;*
- g. *Encourage concentrated land use patterns which decrease the length of automobile travel, encourage public transportation, allow trip consolidation and encourage pedestrian circulation between land uses;*
- h. *Enhance the appearance of the land through preservation of natural features, the provision of underground utilities, where possible, and the provision of recreation areas and open space in excess of existing standards;*
- i. *Avoid the inappropriate development of lands and provide for adequate drainage and reduction of flood damage;*
- j. *Ensure a more rational and compatible relationship between residential and non-residential uses for the mutual benefit of all;*
- k. *Provide an environment of stable character compatible with surrounding areas; and*

1. *Provide for innovations in land development, especially for affordable housing and infill development.*

### **Engage New Albany Strategic Plan Recommendations**

The Engage New Albany strategic plan recommends the following development standards for the Retail future land use category:

1. Parking areas should promote pedestrians by including walkways and landscaping to enhance visual aspects of the development.
2. Combined curb cuts and cross access easements are encouraged.
3. Curb cuts on primary streets should be minimized and well-organized connections should be created within and between all retail establishments.
4. Combined curb cuts and cross-access easements between parking areas are preferred between individual buildings.
5. Retail building entrances should connect with the pedestrian network and promote connectivity through the site.
6. Integrate outdoor spaces for food related businesses.

#### **A. Use, Site and Layout**

1. The applicant proposes to develop a 4,266 sq. ft. CME credit union and Crimson Cup coffee shop with drive-throughs.
  - a. The credit union floor area is be 1,309 sq ft,
  - b. The coffee shop is be 894 sq ft, and
  - c. 2,216 sq ft for shared space.
2. The PUD zoning text requires the following setbacks from these perimeter boundaries:
  - a. Beech Road:
    - i. Required minimum: 40-foot pavement and 75-foot building
    - ii. Proposed: 59.5+/- foot pavement and 137.33+/- foot building setback [requirement met]
  - b. Smith's Mill Road:
    - i. Required minimum: 55-foot pavement and 75-foot building
    - ii. Proposed: 80+/- foot pavement and 101+/- foot building setback [requirement met]
  - c. Internal Parcel Boundaries (southern and western property lines):
    - i. Required minimum: 10-foot pavement and building setback
    - ii. Proposed (western property line): 52-foot pavement and 92-foot building setback [requirement met]
    - iii. Proposed (southern property line): 32+/- feet pavement and 102.5-foot building setback [requirement met]
  - d. Outparcel Access Road (Beech Crossing):
    - i. Required minimum: 15-foot building and pavement setback
    - ii. Proposed: 111+/- foot pavement (not counting drive aisle) and 152+/- foot building setback [requirement met]
3. The development site is accessed by a private road which was reviewed and approved by the Planning Commission on October 21, 2019 (FDP-72-2019). This private road, Beech Crossing, was constructed by another private developer and includes street trees and a sidewalk along the road.
4. According to zoning text section C(1), the applicant is required to install leisure trail along Smith's Mill Road. The site plan meets this standard by providing an 8' wide leisure trail within the front yard of the lot along Smith's Mill Road
5. Per zoning text section C(4,) the applicant is required to connect into the existing pedestrian circulation system. The applicant is meeting this requirement by providing a direct connection into the existing leisure trail along Beech Road and the existing sidewalk along Beech Crossing.
6. The zoning text requires that the total lot coverage, which includes all areas of pavement and building, to not exceed 80% of the total area. The proposed development is at 38% lot coverage thereby meeting this requirement.

7. The Beech Crossing I-PUD zoning text places a limitation on total acreage that can be utilized for retail uses in the Beech Road / Smith's Mill Road area. The intent is to limit retail development to a maximum of 92 acres in this general area. Once 92 acres have been developed with retail uses found in the C-3 and GE zoning districts, the remainder of the land from all of these subareas can only allow non-retail General Employment (GE) zoning district uses listed in their respective zoning texts. This 2.03-acre development is subject to this overall 92-acre retail limitation.

**B. Access, Loading, Parking**

1. The site is accessed from one full access curb cut along Beech Crossing, which is near the southwest corner of the property.
2. The site layout consists of one-way vehicular traffic traveling counterclockwise around the building resulting in the coffee menu board sign being located on the elevation facing Smith's Mill Road and the drive through window on the west of the building. The building's orientation results in the drive-through menu board sign, steel utility/service door, and the building's electrical meter and power boxes facing Smith's Mill Road. The city design consultant, MKSK, is not supportive of the building orientation and comments:
  - a. Due to the prominent location and high visibility of the development, it is important that the menu board sign does not face Smith's Mill or Beech Roads.
  - b. The diagram below contains recommended revisions to the site plan to ensure the building is appropriately oriented to the public streets.
    - i. Rotate the building 90 degrees counterclockwise so the drive-through is located on the south side of the building, provide a shared drive with the western adjoining future development, and align the building and parking to match the existing neighbor to the south. All of these changes help achieve the important consistency and cohesiveness along the public corridors.
    - ii. Relocate the dumpster, enclosure, and loading area to the interior of the site, and out of view from traffic on Beech and Smith's Mill Roads.
    - iii. Add a second doorway to the two-story architecture feature so there are entrances along Smith's Mill Road and Beech Road after the building is rotated. Relocate parking to the rear of the site.



design. The zoning text contains architectural standards and the site also falls under the Section 6 of the Design Guidelines and Requirements: Commercial Outside Village Center.

2. The zoning text states that retail buildings shall be a minimum of one story and a maximum of two stories in height. This requirement is being met as the building is a one-story building.
3. The primary building material is brick, which is a permitted building material in the zoning text.
4. Zoning text section E.4(b) states that all rooftop mechanical units must be screened to limit off site visibility and sound. The applicant meets this requirement.
5. DGR Section 6(I)(A)(4) states that the number, location, spacing and shapes of window openings shall be carefully considered, particularly for buildings in retail use and shall impart a sense of human scale. The applicant meets this requirement by designing the windows with consistent spacing and shapes. The number and location of the windows are also appropriate.
6. DGR Section 6(I)(A)(6) states that all visible elevations of a building must receive similar treatments in style, materials and design so that no visible side is of a lesser character than any other. The applicant is meeting this requirement by using the same materials on all building elevations.
7. DGR Section 6(I)(A)(12) states that buildings shall have active and operable front doors along all public and private streets. The building fronts onto Smith's Mill Road to the north, Beech Road to the east, and Beech Crossing to the southwest. The building is designed with an active and operable front door facing Beech Road but there is no door on the north facing Smith's Mill or on the southwest facing Beech Crossing. The applicant requests a variance, under application VAR-79-23, to eliminate this requirement for the north and southwest elevations of the building. This variance request is evaluated under a separate staff report.
8. C.O. 1149.04 states dumpsters are to be located as to effectively be screened from view. The applicant requests a variance, under application VAR-79-23, to eliminate this requirement in order to allow for the dumpsters to be located in front of the building along Smith's Mill Road. This variance request is evaluated under a separate staff report.

**D. Parkland, Buffering, Landscaping, Open Space, Screening**

1. Per Beech Crossing zoning text requirements G(a) and G(3)(a), a four-board horse fence is required to be installed along Smith's Mill Road. This requirement is met.
2. Per zoning text requirement G(8), a master landscape plan shall be completed as part of the first final development plan that is submitted for a property located west of the previously approved "Outparcel Access Road"/the existing Beech Crossing. This landscape plan is subject to the review and approval of the city landscape architect. The current property owner, the New Albany Company (NACO), had submitted the plan and it had been approved by the city landscape architect ahead of the future Taco Bell site to the west. The landscape standards established along Smiths Mill and Beech Road surround the proposed site to the north and east.
3. Per zoning text requirement (G)(3)(b)(i), a minimum of 6 trees per 100 lineal feet must be installed within the required setback area along Smith's Mill and along Beech Road. Based on the available information, it is not clear at this time whether this requirement is met. In addition, the approved NACO master landscape plan for this area contains buffer landscaping standards within the front yard setback that must be followed. The proposed landscape plan and the approved NACO plan do not align entirely in design. Staff recommends a condition of approval that the landscape plan be updated at the time of permitting to meet code, subject to staff approval.
4. Per zoning text requirement G(3)(c), a minimum 3.5-foot-tall landscape buffer must be provided to screen parking areas along all public rights of way. The proposed landscape plan shows that a 3.5-foot-tall landscape buffer installed along the parking areas that are along public rights of way, therefore this requirement is being met.



5. Per zoning text requirement G(3)(d), a landscape buffer is required to be installed within the required setback of any interior side parcel line and shall consist of a ten-foot landscape buffer with grass and landscaping and deciduous trees planted at a rate of 4 trees for every 100 feet of side property line and deciduous shrubs must be planted under the trees. The applicant proposes to install these 12 trees and shrubs along the west side within the 10-foot setback. Therefore, this requirement is being met.
6. Per zoning text requirement G(5), street trees shall be planted at a rate of one (1) tree for every thirty (30) feet of street frontage. Trees shall be regularly spaced along Beech Road and Smith's Mill Road. As currently proposed, this requirement does not appear to be met in design and quantity. Staff recommends a condition of approval that the landscape plan be updated at the time of permitting to meet code requirements, subject to staff approval.
7. Per zoning text requirement G(7), a minimum of one tree for every 10 parking spaces is required and at least 5 percent of the vehicular use area shall be landscaped. The applicant is providing 40 parking spaces, and meeting this requirement by providing 4 trees. In addition, over 5% of the total parking area is landscaped. This requirement is being met.

#### **E. Lighting & Signage**

1. Section II(H)(1) of the zoning text requires all parking lot light poles to be downcast and use cut-off type fixtures in order to minimize light spilling beyond the boundaries of the site. The proposed light fixtures for the site lighting match the existing Duke and Duchess site with the development and meets the requirements. In addition, a detailed photometric plan was submitted showing that there is no light spillage from this site.
2. Section II(H)(3) states that all parking lot poles within the entire zoning district shall be black or New Albany Green, be constructed of metal and not exceed 30 feet in height. to the city staff recommends this site uses the same black metal poles that are installed at the existing Duke and Duchess site so there is consistent and cohesive lighting within the development. However, the applicant has not submitted this information. Staff recommends a condition of approval that all parking lot light poles are black metal, are to not exceed 30 feet in height, and are subject to staff approval at the time of permitting.
3. The applicant requests to install a drive-through menu board sign for the coffee shop on the northern side of site (facing Smith's Mill Road). Drive-through menu board signs are allowed and code states drive-through menu board signs shall not be visible from the public right-of-way. The applicant has applied for a variance under application VAR-79-2023. Information and evaluation of the variance request is under a separate staff report.
4. Details, including location, for the proposed monument sign are not provided, in addition to other sign details still needed for a full evaluation. Staff recommends a condition of approval that all other sign details be subject to staff approval and must meet code requirements. Any additional variances needed, other than what is included in application VAR-79-2023, must be heard by the Planning Commission at a later date in the future.

#### **Wall Signs**

1. The zoning text and C.O. 1169.15(d) permits one wall sign per tenant on each of the building frontages, either on a public or private road, with 1 square foot in area per linear square foot of building frontage, not to exceed 50 square feet.
2. This building has two tenants and three building frontages. This permits the building to have six (6) wall signs in total. Based on the architectural elevations, the applicant proposes two wall signs on each of the three building frontages. As shown on the architectural elevation sheets, the wall signs are proposed:

#### **Smith's Mill Northern Elevation Wall Sign for CME:**

The wall sign reads "CME Federal Credit Union" and featuring the company logo.

- a. Lettering Height: 3 feet [24-inch maximum, a variance was not requested. Staff recommends a condition of approval that all signage is revised to meet code requirements, subject to staff approval]
- b. Area: 18 square feet [meets code]
- c. Location: facing northern elevation along Smith's Mill Road [meets code]
- d. Lighting: external lighting [meets code]
- e. Relief: information not provided [must meet code minimum of 1-inch relief]
- f. Colors: red, grey, blue, and black (total of 4 colors) [meets code]
- g. Material: information not provided [must meet requirements of C.O. 1169]

**Smith's Mill Northern Elevation Wall Sign for Crimson Cup:**

The wall sign reads "Coffee Drive Thru" stacked below the company logo.

- a. Lettering Height: information not provided [must meet code maximum of 24 inches]
- b. Area: accurate information not provided [must meet code]
- c. Location: facing northern elevation facing Smith's Mill Road [meets code]
- d. Lighting: external lighting [meets code]
- e. Relief: information not provided [must meet code minimum of 1-inch relief]
- f. Colors: red, white and black (total of 3 color) [meets code]
- g. Material: information not provided [must meet requirements of C.O. 1169]

**Beech Road Eastern Elevation Wall Sign for CME:**

The wall sign reads "CME Federal Credit Union" and featuring the company logo.

- a. Lettering Height: 3 feet [24-inch maximum, a variance was not requested. Staff recommends a condition of approval that all signage is revised to meet code requirements, subject to staff approval]
- b. Area: 18 square feet [meets code]
- c. Location: facing eastern elevation along Beech Crossing [meets code]
- d. Lighting: information not provided [must meet code]
- e. Relief: information not provided [must meets code]
- f. Colors: red, grey, blue, and black (total of 4 colors) [meets code]
- g. Material: information not provided [must meet requirements of C.O. 1169]

**Beech Road Eastern Elevation Wall Sign for Crimson Cup:**

The wall sign reads "Crimson Cup coffee & tea"

- a. Lettering Height: 21" [meets code]
- b. Area: 10.5 square feet [meets code]
- c. Location: facing eastern elevation along Beech Crossing [meets code]
- d. Lighting: information not provided [must meet code]
- e. Relief: information not provided [must meets code]
- f. Colors: red and black (total of 2 color) [meets code]
- g. Material: information not provided [must meet requirements of C.O. 1169]

**Beech Crossing Southern Elevation Wall Sign for CME:**

The wall sign reads "CME Federal Credit Union" and featuring the company logo.

- a. Lettering Height: 4' 8" [24-inch maximum, a variance was not requested. Staff recommends a condition of approval that all signage is revised to meet code requirements, subject to staff approval]
- b. Area: 48.5 square feet [meets code]
- c. Location: south elevation serving as Beech Crossing wall signage [meets code]
- d. Lighting: external lighting [meets code]

- e. Relief: information not provided [must meets code]
- f. Colors: red, grey, blue, and black (total of 4 colors) [meets code]
- g. Material: information not provided [must meet requirements of C.O. 1169]

#### **Beech Crossing Southern Elevation Wall Sign for Crimson Cup:**

The wall sign reads “Crimson Cup coffee & tea”

- a. Lettering Height: 26” [24-inch maximum, a variance was not requested. Staff recommends a condition of approval that all signage is revised to meet code requirements, subject to staff approval]
- b. Area: 16.5 square feet [meets code]
- c. Location: south elevation serving as Beech Crossing wall signage [meets code]
- d. Lighting: external lighting [meets code]
- e. Relief: information not provided [must meets code]
- f. Colors: white and black (total of 2 colors) [meets code]
- g. Material: information not provided [must meet requirements of C.O. 1169]

#### **IV. ENGINEER’S COMMENTS**

The City Engineer has reviewed the application and provided the following comments. These comments can also be found in a separate memo attached to this staff report. Staff recommends a condition of approval that the comments of the city engineer are addressed, subject to staff approval.

1. Refer to Exhibit A. Revise the referenced FDP to include the signature block provided with Exhibit A and add all note blocks.
2. Refer to sheets C1.00 and C2.00. Show the location of the stop bar and stop sign at the curb cut and provide a cross walk and signage that meets ADA requirements.
3. Refer to sheet L1.00. Provide a site distance triangle at the curb cut and evaluate site distance relative to existing and proposed landscaping. Remove landscaping that may impede motorist view.
4. Provide fire truck turning radius analysis.
5. In accordance with code sections 1159.07 (b)(3) sections Z. and AA. provide documentation indicating that all OPEA or ACOE issues have been addressed.
6. We will evaluate storm water management, water distribution, sanitary sewer collection and roadway construction related details once construction plans become available.

#### **V. SUMMARY**

The proposed use is appropriate for this site given its proximity to State Route 161 and the New Albany International Business Park. This site, and the Beech Crossing development, is auto-oriented but still incorporates strong pedestrian connectivity. While the use appears to be appropriate, the building is prototypical in function and layout, and does not appear to be appropriately oriented on the site. The Engage New Albany Strategic Plan recommends retail sites have a strong street presence and include architectural and landscaping features that respond to the existing New Albany character. Ensuring a strong street presence that appropriately addresses the intersection is important since the site is located at a prominent gateway into the city and business park. The building orientation deviates from New Albany principle planning standards found in the city codes and plans that result in three variances.

Per code section 1159.08, the planning commission should consider structures with regard to their visual impact. The orientation of the building has a visual impact on the public streets. The purpose of the New Albany Design Guidelines and Requirements (DGR) is to help ensure that the New Albany community enjoys the highest possible quality of architectural design. The building architecture meets the city DGR requirements, however, rotating the building as staff suggests will result in the building’s two-story architectural feature to be appropriately positioned on the site. The building’s proposed orientation results in the “service” elevation that contains the

dumpster, drive through menu sign, utility boxes and meters, and service doors, which are typically the rear of the building, to face Smith's Mill Road.

The planning commission has historically approved retail sites with operable and active front doors along primary streets and have only approved menu board signs to be located on sides of the building or private drives. Locating the menu board sign and dumpster in front of the building along Smith's Mill Road is not consistent with the immediate retail design pattern or other retail areas in New Albany.

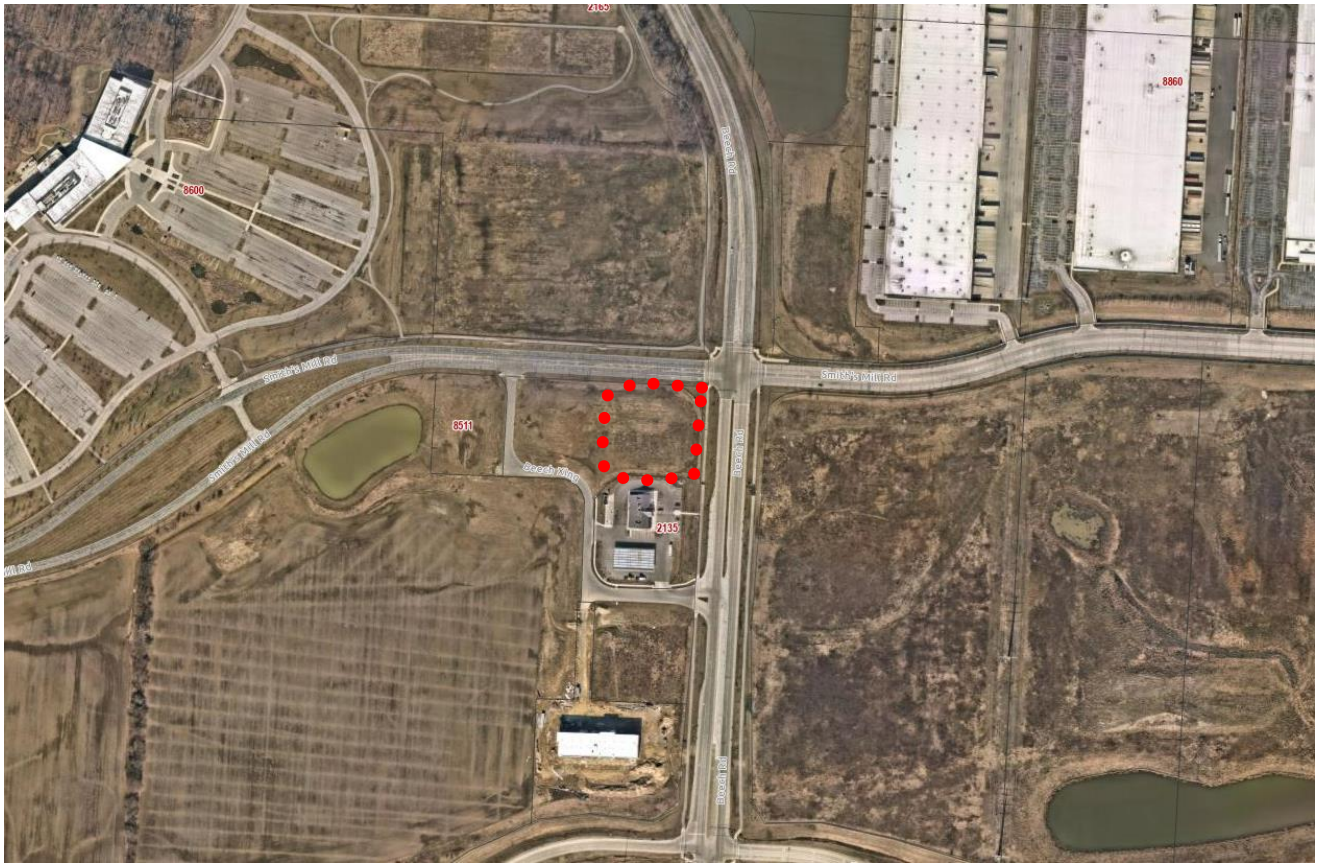
## **V. ACTION**

Should the Planning Commission find that the application has sufficient basis for approval, the following motion would be appropriate:

### **Move to approve final development plan application FDP-77-2023, subject to the following conditions:**

1. The city's design consultant's comments shall be addressed, subject to staff approval;
  1. Rotate the building 90 degrees counterclockwise so the drive-through is located on the south side of the building, provide a shared drive with the western adjoining future development, and align the building and parking to match the existing neighbor to the south.
  2. Relocate the dumpster, enclosure, and loading area to the interior of the site, and out of view from traffic on Beech and Smith's Mill Roads.
  3. Add a second doorway to the two-story architecture feature so there are entrances along Smith's Mill Road and Beech Road after the building is rotated.
2. The landscape plan shall be updated to meet code and the approved master landscape plan, subject to staff approval, including but not limited to the following;
  - a. The design and minimum quantity of trees to be installed within the required setback area along Smith's Mill and along Beech Road.
  - b. The design and minimum quantity of street trees to be installed along Smith's Mill Road and along Beech Road.
3. All parking lot light poles match the neighboring Duke and Duchess, are colored black and shall not exceed 30 feet in height, and are subject to staff approval at the time of permitting;
4. All sign details are subject to staff approval at the time of permitting and all signage shall be revised to meet code requirements, subject to staff approval;
5. The city engineer comments must be addressed, subject to staff approval; and
6. Any additional variances needed, other than what is included in application VAR-70-2023, must be heard by the Planning Commission at a later date in the future.

## Approximate Site Location



Source: ArcGIS

404.649-01

September 5, 2023

To: Chelsea Nichols  
City Planner

From: Matt Ferris, P.E., P.S.  
By: Jay M. Herskowitz, P.E., BCEE

Re: Credit Union Crimson  
Coffee - FDP  
2<sup>nd</sup> Submittal

We reviewed the referenced submittal in accordance with Code Section 1159.07 (b)(3) FDP.  
Our review comments are as follows:

1. Refer to Exhibit A. Revise the referenced FDP to include the signature block provided with Exhibit A and add all note blocks.
2. Refer to sheets C1.00 and C2.00. Show the location of the stop bar and stop sign at the curb cut and provide a cross walk and signage that meets ADA requirements.
3. Refer to sheet L1.00. Provide a site distance triangle at the curb cut and evaluate site distance relative to existing and proposed landscaping. Remove landscaping that may impede motorist view.
4. Provide fire truck turning radius analysis.
5. In accordance with code sections 1159.07 (b)(3) sections Z. and AA. provide documentation indicating that all OPEA or ACOE issues have been addressed.
6. We will evaluate storm water management, water distribution, sanitary sewer collection and roadway construction related details once construction plans become available.

MEF/JMH

(attachment)

cc: Cara Denny, Engineering Manager  
Joshua Albright, Development Engineer







## **Community Development Department**

RE: City of New Albany Board and Commission Record of Action

Dear Brian Wellert,

Attached is the Record of Action for your recent application that was heard by one of the City of New Albany Boards and Commissions. Please retain this document for your records.

This Record of Action does not constitute a permit or license to construct, demolish, occupy or make alterations to any land area or building. A building and/or zoning permit is required before any work can be performed. For more information on the permitting process, please contact the Community Development Department.

Additionally, if the Record of Action lists conditions of approval these conditions must be met prior to issuance of any zoning or building permits.

Please contact our office at (614) 939-2254 with any questions.

Thank you.





## Community Development Department

### Decision and Record of Action

Tuesday, September 19, 2023

The New Albany Planning Commission took the following action on 9/18/2023 .

#### Final Development Plan

**Location:** FDP-77-2023

**Applicant:** Brian Wellert

**Application:** FDP-77-2023

**Request:** Final development plan to allow for construction of 4,266 square foot CME credit union with a drive-through and Crimson Cup coffee shop on 2.03 acres located at the southwest corner of Beech Road and Smiths Mill Road.

**Motion:** To table FDP-77-2023

**Commission Vote:** Motion Table, 4-0

**Result:** FDP-77-2023 was Tabled to the January 2024 regular meeting, or before, by a vote of 4-0.

Recorded in the Official Journal this September 19, 2023

#### Condition(s) of Approval:

N/A

Staff Certification:

Chelsea Nichols  
Planner



**Planning Commission Staff Report  
September 18, 2023 Meeting**

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**CME CREDIT UNION AND CRIMSON CUP COFFEE SHOP  
VARIANCES**

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**LOCATION:** Located at the southwest corner of Beech Road and Smith's Mill Road (PID: 093-106512-00.00)

**APPLICANT:** Brian Wellert

**REQUEST:**

- (A) Variance to DGR Section 6(I)(A)(12) to eliminate the requirement that there be active and operable doors on the Beech Crossing and Smith's Mill Road building elevations.
- (B) Variance to C.O. 1149.04 to allow dumpsters to be located in front of the building along Smith's Mill Road when code states dumpsters are to be located as to effectively screen them from view.
- (C) Variance to C.O. 1169.11(c) to allow a drive-through menu board sign to be visible from Smith's Mill Road when code states drive-through menu board signs shall not be visible from the public right-of-way.

**ZONING:** Beech Crossing I-PUD

**STRATEGIC PLAN:** Retail

**APPLICATION:** VAR-79-2023

Review based on: Application materials received September 1, 2023.

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*Staff report prepared by Chelsea Nichols, Planner*

**I. REQUEST AND BACKGROUND**

This application is for variances related to a final development plan for a proposed CME credit union with a drive-through and Crimson Cup coffee shop located at the southwest corner of Beech Road and Smith's Mill Road within the Beech Crossing development.

The applicant requests the following variances:

- (A) Variance to DGR Section 6(I)(A)(12) to eliminate the requirement that there be active and operable doors on the Beech Crossing and Smith's Mill Road building elevations.
- (B) Variance to C.O. 1149.04 to allow dumpsters to be located in front of the building along Smith's Mill Road when code states dumpsters are to be located as to effectively screen them from view.
- (C) Variance to C.O. 1169.11(c) to allow a drive-through menu board sign to be visible from Smith's Mill road when code states drive-through menu board signs shall not be visible from the public right-of-way.

**II. SITE DESCRIPTION & USE**

The site is generally located north of State Route 161, south of Smith's Mill Road and west of Beech Road. The site is 2.03 acres and is currently undeveloped. This is the fourth proposed development for this zoning district. The Planning Commission approved final development plan

applications for Duke and Duchess on October 20, 2020 Holiday Inn Express on February 19, 2020, and Taco Bell on August 21, 2022.

### III. EVALUATION

The application complies with the submittal requirements in C.O. 1113.03, and is considered complete. The property owners within 200 feet of the property in question have been notified.

#### *Criteria*

The standard for granting of an area variance is set forth in the case of *Duncan v. Village of Middlefield*, 23 Ohio St.3d 83 (1986). The Board must examine the following factors when deciding whether to grant a landowner an area variance:

All of the factors should be considered and no single factor is dispositive. The key to whether an area variance should be granted to a property owner under the “practical difficulties” standard is whether the area zoning requirement, as applied to the property owner in question, is reasonable and practical.

1. *Whether the property will yield a reasonable return or whether there can be a beneficial use of the property without the variance.*
2. *Whether the variance is substantial.*
3. *Whether the essential character of the neighborhood would be substantially altered or adjoining properties suffer a “substantial detriment.”*
4. *Whether the variance would adversely affect the delivery of government services.*
5. *Whether the property owner purchased the property with knowledge of the zoning restriction.*
6. *Whether the problem can be solved by some manner other than the granting of a variance.*
7. *Whether the variance preserves the “spirit and intent” of the zoning requirement and whether “substantial justice” would be done by granting the variance.*

Plus, the following criteria as established in the zoning code (*Section 1113.06*):

8. *That special conditions and circumstances exist which are peculiar to the land or structure involved and which are not applicable to other lands or structures in the same zoning district.*
9. *That a literal interpretation of the provisions of the Zoning Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Zoning Ordinance.*
10. *That the special conditions and circumstances do not result from the action of the applicant.*
11. *That granting the variance requested will not confer on the applicant any special privilege that is denied by the Zoning Ordinance to other lands or structures in the same zoning district.*
12. *That granting the variance will not adversely affect the health and safety of persons residing or working in the vicinity of the proposed development, be materially detrimental to the public welfare, or injurious to private property or public improvements in the vicinity.*

### III. RECOMMENDATION

#### *Considerations and Basis for Decision*

**(A) Variance to DGR Section 6(I)(A)(12) to eliminate the requirement that buildings have operable and active front doors along all public and private roads.**

The following should be considered in the Commission’s decision:

1. The applicant is requesting a variance to eliminate the requirement that buildings have operable and active front doors along all public and private roads. The building has three

frontages: Smith's Mill Road (public street), Beech Road (public street), and Beech Crossing (private road).

- a. The commercial building has one active door for the public directed towards the east facing Beech Road. This door is located within a two-story architectural feature on the south elevation of the building that includes a patio area. There are no active doors along Smith's Mill Road and Beech Crossing.
2. The Engage New Albany Strategic Plan recommends retail sites have a strong street presence and include architectural and landscaping features that respond to the existing New Albany character. It recommends that retail development shall adhere to the standards for architecture, site design, and landscaping in New Albany. The building has been designed with the drive-thru window, stacking spaces, and menu board sign on the north side along Smith's Mill Road. With this design, it does not allow for an active door along Beech road. Historically, queuing for a drive-thru has typically been approved by the planning commission with it in the rear as opposed to out front; and with the drive-through menu board signs located so that they are not be visible from the public right-of-way.
3. It does not appear that the spirit and intent of the requirement is preserved by the variance request. The intent of this requirement is to ensure that buildings maintain a presence on the street and do not contain blank or "empty" building elevations so there is architectural vibrancy and interest on all sides of a building. This site and the overall Beech Crossing development is auto-oriented by design, therefore it does not appear that maintaining an entrance on every street is as important in the scenario along the private, secondary road Beech Crossing. However, it is important for buildings to maintain an entrance on Beech Road and Smith's Mill Road since there are primary public streets.
  - a. The only active door is facing Beech Road and is actually located within an architectural feature on the southside of the building and is setback from the front façade along the east side of the building.
4. It appears the problem can be solved by some manner other than the granting of a variance. As part of the final development plan, the city consultant MKSK includes a diagram illustrating how the building can be rotated 90 degrees with a new site circulation plan. That plan is shared as part of that application (FDP-77-23).
  - a. Rotating the building results in the front door facing Smith's Mill Road and the outdoor seating area facing Beech Road. Adding a second doorway to the two-story architectural feature, along with the building rotation, eliminates the need for a variance.
5. There are no special conditions and circumstances that exist which are peculiar to the land or structure involved and which are not applicable to other lands or structures in the same zoning district. The site is located on a primary gateway to the community and business park, making it a focal point on these primary streets.
6. The essential character of the neighborhood would be substantially altered. This would be the first drive-through in New Albany with a drive-through menu board sign and stacking along the primary road as opposed to having an active front door.
7. Granting the variance will not adversely affect the health and safety of persons residing or working in the vicinity of the proposed development, be materially detrimental to the public welfare, or injurious to private property or public improvements in the vicinity. Additionally, the variance would not adversely affect the delivery of government services.

**(B) Variance to C.O. 1149.04 to allow dumpsters to be located in front of the building along Smith's Mill Road when code states dumpsters are to be located as to effectively be screened from view.**

The following should be considered in the Commission's decision:

1. The city code section 1149.04 requires "all trash and garbage shall be stored in a container system which are located *and* enclosed so as to effectively screen them from view. The applicant is enclosing the dumpsters with a brick wall; however, the applicant

- requests a variance to eliminate the requirement that dumpsters are to be *located* as to effectively screen them from view. The variance is to allow the dumpsters to be located in front of the building along Smith's Mill Road.
2. The essential character of the neighborhood would be altered by granting the variance. Locating the dumpster in front of the building along Smith's Mill Road is not consistent with the immediate retail design pattern or other retail areas in New Albany.
  3. The variance is substantial. Historically, the planning commission has not approved dumpsters to be located in front of the building along a prominent public road. Locating dumpsters in front of the building could be precedent setting.
  4. It does not appear that the spirit and intent of the requirement is preserved by the variance request. The city staff is not aware of other private developments locating their dumpsters in front of the building. Even though the dumpster itself is screened with a brick wall, it does not meet the spirit and intent which is to minimize the visibility of service features of the site (e.g. utility boxes and meters, trash, loading and unloading zones, etc.) from public streets and right-of-way.
  5. The problem can be solved by some manner other than the granting of a variance. As part of the final development plan, the city staff demonstrated how the building can be rotated 90 degrees with the new site circulation plan MKSK provided. That plan was shared as part of that application (FDP-77-23). This revised plan shows how the dumpster can be relocated so that it is more internal to the site.
  6. There are no special conditions and circumstances that exist which are peculiar to the land or structure involved and which are not applicable to other lands or structures in the same zoning district. The city code and strategic plan prioritizes and emphasizes the importance of the aesthetic of the site from the public streets.
  7. Granting the variance will not adversely affect the health and safety of persons residing or working in the vicinity of the proposed development, be materially detrimental to the public welfare, or injurious to private property or public improvements in the vicinity. Additionally, the variance would not adversely affect the delivery of government services.

**(C) Variance to C.O. 1169.11(c) to allow a drive-through menu board sign to be visible from Smith's Mill Road when code states drive-through menu board signs shall not be visible from the public right-of-way.**

The following should be considered in the Commission's decision:

1. The applicant requests a variance to install a drive-thru menu board sign for the coffee shop on the northern side of site (facing Smith's Mill Road). Drive-thru menu board signs are allowed and code states drive-through menu board signs shall not be visible from the public right-of-way.
  - a. The applicant has not provided information on the sign as far as the dimensions, whether it is a digital menu board sign, or whether it meets other code standards. The city staff recommendations the Planning Commission confirm with the applicant these design specifications.
2. The essential character of the neighborhood would be altered by granting the variance. Locating the menu board sign in front of the building along Smith's Mill Road is not consistent with the immediate retail design pattern or other retail areas in New Albany and could be considered precedent setting. This would be the first drive-through in New Albany with a drive-through menu board sign along the primary street.
3. It appears the problem can be solved by some manner other than the granting of a variance. As part of the final development plan, the city consultant MKSK includes a diagram illustrating how the building can be rotated 90 degrees with a new site circulation plan. That plan is shared as part of that application (FDP-77-23).
  - a. Rotating the building results in the building elevation with the menu board sign being relocated to the side of the site (facing west) and thereby eliminates the need for a variance.
4. The variance is substantial and it does not appear that the spirit and intent of the requirement is preserved by the variance request. Historically, the planning commission

- has not approved menu board signs to be located in front of the building along a public road. This elevation with the menu board sign is designed to be the back of the building. In addition to the drive-through, it contains a steel utility/service door and the building's electrical meter and power boxes.
5. There are no special conditions and circumstances that exist which are peculiar to the land or structure involved and which are not applicable to other lands or structures in the same zoning district. The city code and strategic plan prioritizes and emphasizes the importance of the aesthetic of the site from the public streets.
  6. Granting the variance will not adversely affect the health and safety of persons residing or working in the vicinity of the proposed development, be materially detrimental to the public welfare, or injurious to private property or public improvements in the vicinity. Additionally, the variance would not adversely affect the delivery of government services.

## **II. SUMMARY**

The proposed use appears to be appropriate for the site based on the current zoning and the site is strategically located to provide auto oriented services/retail uses due to its proximity to the interchange and to serve this end of the business park. While the use appears to be appropriate, the building is prototypical in function and layout, and does not appear to be appropriately oriented on the site. The building's orientation results in the "service" elevation that contains the dumpster, drive through menu sign, utility boxes and meters, and service doors, which are typically the rear of the building, to face Smith's Mill Road. It appears the majority, if not all of the variances, can be solved by rotating the building 90 degrees counterclockwise and adding a doorway to the architectural focal point containing the entry point to the building.

The Engage New Albany Strategic Plan recommends retail development should adhere to the standards for architecture, site design, and landscaping in New Albany; and have a strong street presence that responds to the existing New Albany character. The variance requests are a result of the building orientation. These requests are to three of the city's core planning principles that have been followed throughout the city.

The purpose of the New Albany Design Guidelines and Requirements (DGR) is to help ensure that the New Albany community enjoys the highest possible quality of architectural design. The building architecture meets the city DGR requirements, however, rotating the building as staff suggests will result in the building's two-story architectural feature to be appropriately positioned on the site. This will result in the front door facing Smith's Mill Road and outdoor seating to face Beech Road. This is desirable from a site layout perspective since it faces the building's primary and active elevations to the city's primary public streets.

The planning commission has historically approved retail sites with operable and active front doors along primary streets. Menu board signs have always been located on sides of the building or private drives. Dumpsters have not been approved in front of the building and within view of the public street. Locating the menu board sign and dumpster in front of the building along Smith's Mill Road is not consistent with the immediate retail design pattern or other retail areas in New Albany and could be considered precedent setting.

## **V. ACTION**

Should the Planning Commission find that the application has sufficient basis for approval, the following motion would be appropriate (The Planning Commission can make one motion for all variances or separate motions for each variance request):

**Move to approve application VAR-79-2023 (conditions may be added).**

**Approximate Site Location:**



Source: ArcGIS



## **Community Development Department**

RE: City of New Albany Board and Commission Record of Action

Dear Brian Wellert,

Attached is the Record of Action for your recent application that was heard by one of the City of New Albany Boards and Commissions. Please retain this document for your records.

This Record of Action does not constitute a permit or license to construct, demolish, occupy or make alterations to any land area or building. A building and/or zoning permit is required before any work can be performed. For more information on the permitting process, please contact the Community Development Department.

Additionally, if the Record of Action lists conditions of approval these conditions must be met prior to issuance of any zoning or building permits.

Please contact our office at (614) 939-2254 with any questions.

Thank you.





## Community Development Department

### Decision and Record of Action

Tuesday, September 19, 2023

The New Albany Planning Commission took the following action on 9/18/2023.

#### Variances

**Location:** VAR-79-2023

**Applicant:** Brian Wellert

**Application:** VAR-79-2023

**Request:** Variances to eliminate the requirement that there be active and operable doors on the Beech Crossing and Smiths Mill Road building elevations, to dumpster location requirements, and to allow a drive-through menu board sign to be visible from the public right-of-way; associated with FDP-77-23.

**Motion:** To table VAR-79-2023

**Commission Vote:** Motion Table, 4-0

**Result:** VAR-79-2023 was Tabled to the January 2024 regular meeting, or before, by a vote of 4-0.

Recorded in the Official Journal this September 19, 2023

#### Condition(s) of Approval:

N/A

Staff Certification:

Chelsea Nichols  
Planner



**Planning Commission Staff Report  
October 16, 2023 Meeting**

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**CHIPOTLE  
FINAL DEVELOPMENT PLAN AMENDMENT**

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**LOCATION:** Located immediately north of Johnstown Road and generally south of the intersection at Bevelhymer Road and Walton Parkway (PID: 222-004463).  
**APPLICANT:** Prime AE Group, c/o Steve Fox  
**REQUEST:** Final Development Plan Amendment  
**ZONING:** Infill Planned Unit Development (IPUD), Subarea 7D-Section 2: Business Park (South Oak Grove – Retail)  
**STRATEGIC PLAN:** Retail  
**APPLICATION:** FDP-84-2023

Review based on: Application materials received September 29, 2023.

*Staff report prepared by Chelsea Nichols, Planner*

**I. REQUEST AND BACKGROUND**

The applicant requests review and approval of a final development plan amendment to allow for revisions to the previously approved Chipotle circulation pattern. The proposed revisions include:

1. Adding a second full access curb cut on the east side of the site, and
2. Modifying the previously approved northwestern right-out only curb cut to a full access curb cut.

The rest of the site and the entire building is unchanged.

The Planning Commission reviewed and approved the final development plan for this site at their October 17, 2022 meeting (FDP-115-2022).

**II. SITE DESCRIPTION & USE**

The site and building are currently under construction. The site is located immediately north of Johnstown Road and generally south of the intersection at Bevelhymer Road and Walton Parkway within Subarea 7D-Section 2: Business Park (South Oak Grove – Retail).

The lot is approximately 2 acres in size and can accommodate an additional development. The Chipotle is located on the southern portion of the lot and a separate future development could be located on the northern portion of the lot. Currently, there are no plans to split the lot into two. However, the current proposal does contemplate theoretical property lines for when the larger 2-acre lot is split into two. Once that lot split happens in the future, the Chipotle site would become approximately 1 acre at that time. The review of this application is based on the potential future lot split and a site size of 1 acre.

**III. EVALUATION**

The staff's review is based on New Albany plans and studies, zoning text, zoning regulations. Primary concerns and issues have been indicated below, with needed action or recommended action in underlined text. Planning Commission's review authority is found under Chapter 1159. The property owners within 200 feet of the property in question have been notified.

The Commission should consider, at a minimum, the following (per Section 1159.08):

- a. *That the proposed development is consistent in all respects with the purpose, intent and applicable standards of the Zoning Code;*
- b. *That the proposed development is in general conformity with the Strategic Plan/Rocky Fork-Blacklick Accord or portion thereof as it may apply;*
- c. *That the proposed development advances the general welfare of the Municipality;*
- d. *That the benefits, improved arrangement and design of the proposed development justify the deviation from standard development requirements included in the Zoning Ordinance;*
- e. *Various types of land or building proposed in the project;*
- f. *Where applicable, the relationship of buildings and structures to each other and to such other facilities as are appropriate with regard to land area; proposed density may not violate any contractual agreement contained in any utility contract then in effect;*
- g. *Traffic and circulation systems within the proposed project as well as its appropriateness to existing facilities in the surrounding area;*
- h. *Building heights of all structures with regard to their visual impact on adjacent facilities;*
- i. *Front, side and rear yard definitions and uses where they occur at the development periphery;*
- j. *Gross commercial building area;*
- k. *Area ratios and designation of the land surfaces to which they apply;*
- l. *Spaces between buildings and open areas;*
- m. *Width of streets in the project;*
- n. *Setbacks from streets;*
- o. *Off-street parking and loading standards;*
- p. *The order in which development will likely proceed in complex, multi-use, multi- phase developments;*
- q. *The potential impact of the proposed plan on the student population of the local school district(s);*
- r. *The Ohio Environmental Protection Agency's 401 permit, and/or isolated wetland permit (if required);*
- s. *The U.S. Army Corps of Engineers 404 permit, or nationwide permit (if required).*

It is also important to evaluate the PUD portion based on the purpose and intent. Per Section 1159.02, PUD's are intended to:

- a. *Ensure that future growth and development occurs in general accordance with the Strategic Plan;*
- b. *Minimize adverse impacts of development on the environment by preserving native vegetation, wetlands and protected animal species to the greatest extent possible*
- c. *Increase and promote the use of pedestrian paths, bicycle routes and other non-vehicular modes of transportation;*
- d. *Result in a desirable environment with more amenities than would be possible through the strict application of the minimum commitment to standards of a standard zoning district;*
- e. *Provide for an efficient use of land, and public resources, resulting in co-location of harmonious uses to share facilities and services and a logical network of utilities and streets, thereby lowering public and private development costs;*
- f. *Foster the safe, efficient and economic use of land, transportation, public facilities and services;*
- g. *Encourage concentrated land use patterns which decrease the length of automobile travel, encourage public transportation, allow trip consolidation and encourage pedestrian circulation between land uses;*
- h. *Enhance the appearance of the land through preservation of natural features, the provision of underground utilities, where possible, and the provision of recreation areas and open space in excess of existing standards;*

- i. Avoid the inappropriate development of lands and provide for adequate drainage and reduction of flood damage;
- j. Ensure a more rational and compatible relationship between residential and non-residential uses for the mutual benefit of all;
- k. Provide an environment of stable character compatible with surrounding areas; and
- l. Provide for innovations in land development, especially for affordable housing and infill development.

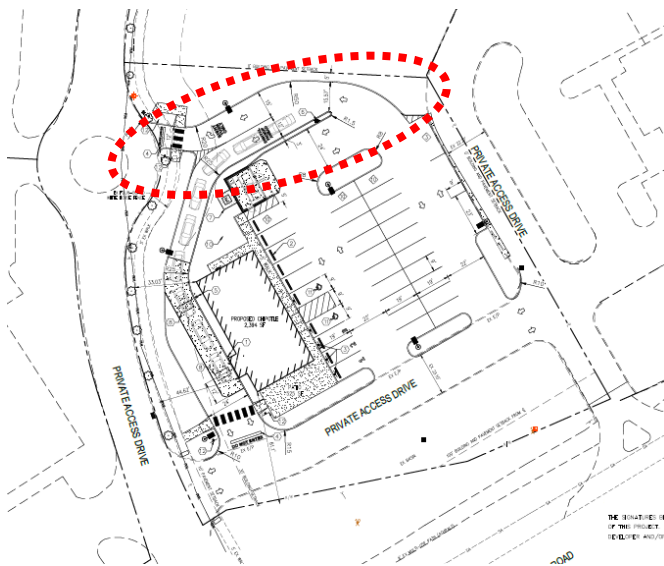
### **Engage New Albany Strategic Plan Recommendations**

The Engage New Albany Strategic Plan lists the following development standards for the Neighborhood Retail future land use category:

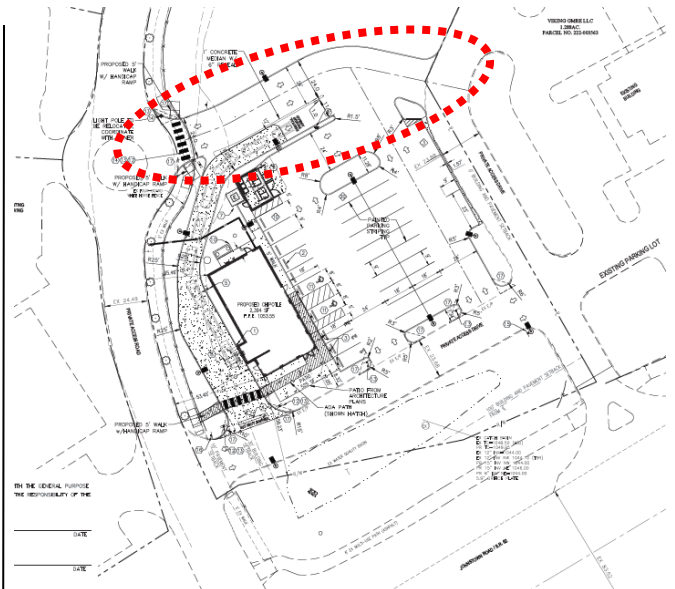
1. Parking areas should promote pedestrians by including walkways and landscaping to enhance visual aspects of the development.
2. Combined curb cuts and cross access easements are encouraged.
3. Curb cuts on primary streets should be minimized and well-organized connections should be created within and between all retail establishments.
4. Retail building entrances should connect with the pedestrian network and promote connectivity through the site.
5. Integrate outdoor spaces for food related businesses.

### **A. Use, Site and Layout**

1. The site is currently under construction for a 2,394 sq. ft. Chipotle restaurant with a drive-thru on approximately 1 acre. The Chipotle has a dine-in option but focuses primarily on to-go orders. The drive-thru lane is pick-up only and not a conventional, full-service drive-thru with a menu or order board.
2. The proposed revisions include:
  - a. Adding a second full-access curb cut on the east side of the site along a shared private drive aisle; and
  - b. Modifying the previously approved northwestern right-out only curb cut to a full access curb cut at an existing traffic circle on a private drive.
3. The rest of the site and the entire building is unchanged. The proposed lot coverage is unchanged. The proposed setbacks remain unchanged with the exception of the pavement being added for the new curb-cut and the revised curb-cut.



**Previously approved site plan:**



**Proposed site plan:**

## **B. Access, Loading, Parking**

1. The drive aisle on the northern side of the site is modified to accommodate two-way traffic. This access point allows traffic to enter and exit on the private access drive shared with the Wealth Center. The applicant states that by allowing for two-way traffic north of the Chipotle building, in-lieu of one-way, it improves potential connections and access to the vacant area on the north side of the parcel. In order to provide appropriate circulation on-site with the new bidirectional traffic flow, the drive aisle:
  - a. Adds a second full-access curb cut on the east side of the site.
  - b. Changes the right-out only curb cut to a full access curb cut at the private traffic circle.
2. The applicant has updated the drive-through to include a concrete curb on one side to assist with traffic circulation.
  - a. The city traffic engineer recommends a condition of approval requiring the shortening of the southern curb of the drive-through approximately five (5) feet in order to help cars turn into drive-thru from the parking lot. This encourages vehicles to enter from the parking lot and not from the drive aisle from the traffic circle. The city staff recommends a condition of approval that the southern curb is shortened and use of signage prohibiting U-turns from the north drive aisle be subject to the city traffic engineer's approval.
3. The development utilizes the same shared private drives on the west and eastern sides of the site.
4. The zoning text encourages shared access drives between sites by allowing for zero pavement setbacks and by including a provision stating that cross access easements between developments within Section 2 shall be provided. Historically the city staff and Planning Commission have encouraged shared curb cuts and connecting drive aisles between commercial sites.

## **C. Architectural Standards**

There are no proposed changes to the architecture. The previously approved architecture is included in the packet material for reference.

## **D. Parkland, Buffering, Landscaping, Open Space, Screening**

There are no proposed changes to the landscaping.

## **E. Lighting & Signage**

There are no proposed changes to the lighting or to the signage. The previously approved signage is included in the packet material.

## **IV. ENGINEER'S COMMENTS**

The City Engineer has reviewed the application and provided the following comments. These comments can also be found in a separate memo attached to this staff report. Staff recommends a condition of approval that the comments of the city engineer are addressed, subject to staff approval.

1. Refer to Exhibit A. Add the Monumentation Note to sheet C-1.
2. Refer to Exhibit B. Shorten the length of the curb where indicated to facilitate turning movements for those wishing to utilize the drive thru lane.
3. Refer to sheet C-3. Add site distance triangles at all curb cuts and ensure that landscaping, fencing, etc. does not impede motorist view.

## **V. SUMMARY**

The proposed final development plan amendment improves the circulation onsite by converting the one-way drive aisle to two-way traffic. The drive-through stacking, pedestrian connections and parking lot configuration remains unchanged. The revisions to the site plan are simply to improve the vehicular circulation by adding an additional curb cut to the east and traffic flow.

The proposed plan amendment allows for flexibility in the design and location of the future development on the northern portion of the lot. The number and location of curb cuts connecting this site to the north will be evaluated with future applications.

## VI. ACTION

Should the Planning Commission find that the application has sufficient basis for approval, the following motion would be appropriate:

### **Move to approve final development plan amendment FDP-84-2023 with the following conditions:**

1. That the comments of the city engineer are address, subject to staff approval; and
2. That the southern curb is shortened and use of signage prohibiting U-turns from the north drive aisle be subject to the city traffic engineer's approval.

Approximate Site Location:



Source: nearmap



404.604-01  
October 2, 2023

To: Chelsea Nichols  
City Planner

From: Matt Ferris, P.E., P.S.  
By: Jay M. Herskowitz, P.E., BCEE

Re: Chipotle -  
Revised FDP (October)

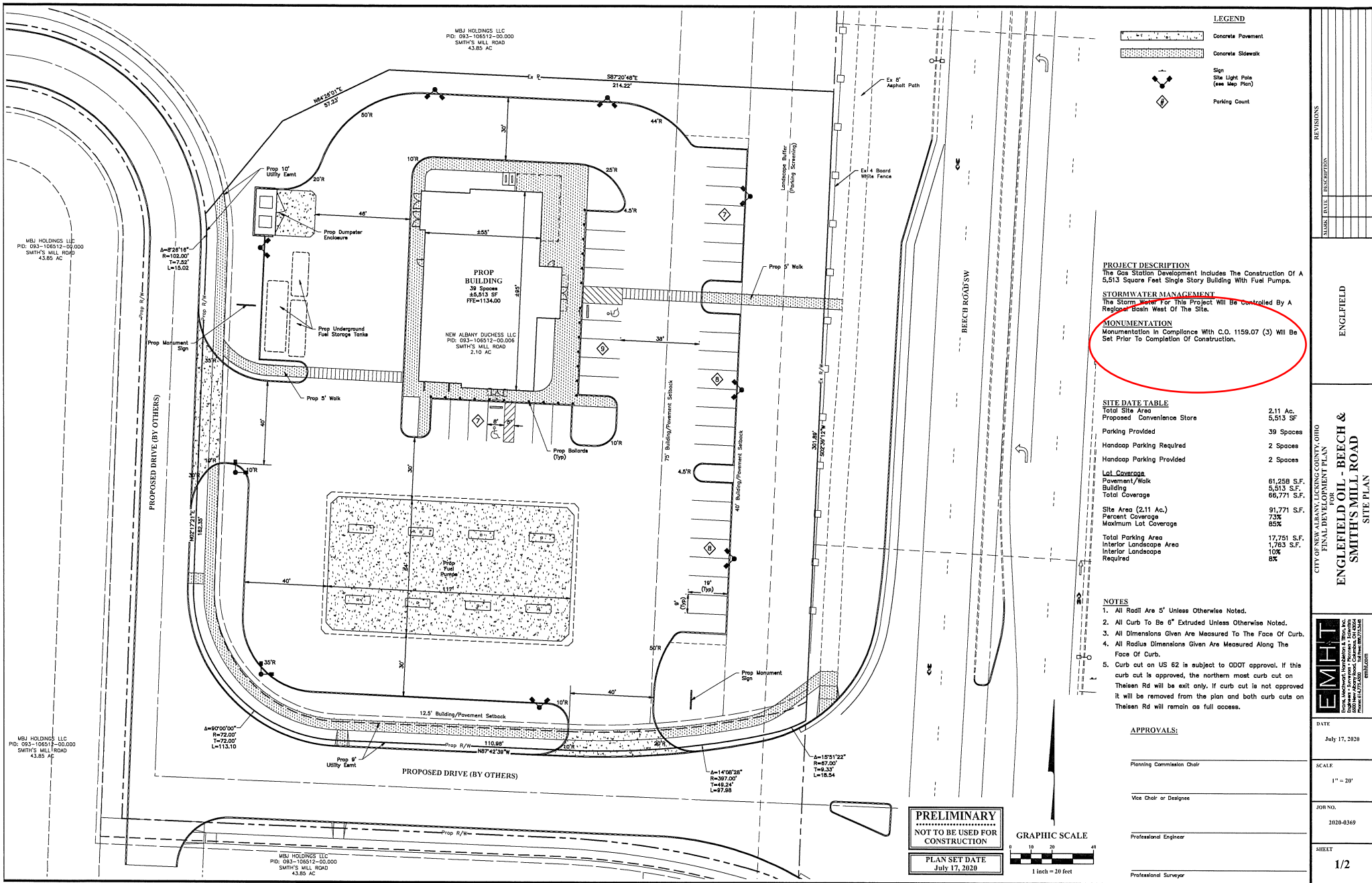
Our review comments on the proposed revision are as follows:

1. Refer to Exhibit A. Please add the Monumentation Note to sheet C-1.
2. Refer to Exhibit B. Please shorten the length of the curb where indicated to facilitate turning movements for those wishing to utilize the drive thru lane.
3. Refer to sheet C-3. Please add site distance triangles at all curb cuts and ensure that landscaping, fencing, etc. does not impede motorist view.

MEF/JMH

(attachments)

cc: Cara Denny, Engineering Manager  
Joshua Albright, Development Engineer  
Dave Samuelson P.E., Traffic Engineer



LEGEND

- Concrete Pavement
- Concrete Sidewalk
- Sign
- Site Light Pole (see Map Plan)
- Parking Count

**PROJECT DESCRIPTION**  
The Gas Station Development Includes The Construction Of A 5,513 Square Feet Single Story Building With Fuel Pumps.

**STORMWATER MANAGEMENT**  
The Storm Water For This Project Will Be Controlled By A Regional Basin West Of The Site.

**MONUMENTATION**  
Monumentation In Compliance With C.O. 1159.07 (3) Will Be Set Prior To Completion Of Construction.

SITE DATA TABLE

Total Site Area	2.11 Ac.
Proposed Convenience Store	5,513 SF
Parking Provided	39 Spaces
Handicap Parking Required	2 Spaces
Handicap Parking Provided	2 Spaces
Lot Coverage	
Pavement/Walk	61,258 S.F.
Building	5,513 S.F.
Total Coverage	66,771 S.F.
Site Area (2.11 Ac.)	91,771 S.F.
Percent Coverage	73%
Maximum Lot Coverage	85%
Total Parking Area	17,751 S.F.
Interior Landscape Area	1,763 S.F.
Interior Landscape Required	8%

NOTES

1. All Radii Are 5' Unless Otherwise Noted.
2. All Curb To Be 6" Extruded Unless Otherwise Noted.
3. All Dimensions Given Are Measured To The Face Of Curb.
4. All Radius Dimensions Given Are Measured Along The Face Of Curb.
5. Curb cut on US 62 is subject to ODOT approval. If this curb cut is approved, the northern most curb cut on Thelsen Rd will be exit only. If curb cut is not approved it will be removed from the plan and both curb cuts on Thelsen Rd will remain as full access.

APPROVALS:

Planning Commission Chair

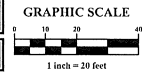
Vice Chair or Designee

Professional Engineer

Professional Surveyor

PRELIMINARY  
NOT TO BE USED FOR  
CONSTRUCTION

PLAN SET DATE  
July 17, 2020



REVISIONS

MARK	DATE	DESCRIPTION

ENGLFIELD

CITY OF NEW ALBANY, INDIANA COUNTY, OHIO  
FOR  
FINAL DEVELOPMENT PLAN  
ENGLEFIELD OIL - BEECH &  
SMITH'S MILL ROAD  
SITE PLAN

EMHT  
Engineering, Mapping & Surveying, Inc.  
200 West Albany Road, Columbus, OH 43260  
Phone: 614.779.6200  
emht.com

DATE	July 17, 2020
SCALE	1" = 20'
JOB NO.	2020-0369
SHEET	1/2





Permit # \_\_\_\_\_  
Board \_\_\_\_\_  
Mtg. Date \_\_\_\_\_



## Community Development Planning Application

Project Information	Site Address <u>9825 Johnstown Road</u>																																																												
	Parcel Numbers <u>222-00462</u>																																																												
	Acres <u>2 ac</u> # of lots created <u>N/A</u>																																																												
Project Information	<table border="1"><thead><tr><th>Choose Application Type</th><th colspan="4">Circle all Details that Apply</th></tr></thead><tbody><tr><td><input type="checkbox"/> Appeal</td><td></td><td></td><td></td><td></td></tr><tr><td><input type="checkbox"/> Certificate of Appropriateness</td><td></td><td></td><td></td><td></td></tr><tr><td><input type="checkbox"/> Conditional Use</td><td></td><td></td><td></td><td></td></tr><tr><td><input checked="" type="checkbox"/> Development Plan</td><td>Preliminary</td><td><u>Final</u></td><td>Comprehensive</td><td>Amendment</td></tr><tr><td><input type="checkbox"/> Plat</td><td>Preliminary</td><td>Final</td><td></td><td></td></tr><tr><td><input type="checkbox"/> Lot Changes</td><td>Combination</td><td>Split</td><td>Adjustment</td><td></td></tr><tr><td><input type="checkbox"/> Minor Commercial Subdivision</td><td></td><td></td><td></td><td></td></tr><tr><td><input type="checkbox"/> Vacation</td><td>Easement</td><td></td><td>Street</td><td></td></tr><tr><td><input type="checkbox"/> Variance</td><td></td><td></td><td></td><td></td></tr><tr><td><input type="checkbox"/> Extension Request</td><td></td><td></td><td></td><td></td></tr><tr><td><input type="checkbox"/> Zoning</td><td>Amendment (rezoning)</td><td></td><td>Text Modification</td><td></td></tr></tbody></table>	Choose Application Type	Circle all Details that Apply				<input type="checkbox"/> Appeal					<input type="checkbox"/> Certificate of Appropriateness					<input type="checkbox"/> Conditional Use					<input checked="" type="checkbox"/> Development Plan	Preliminary	<u>Final</u>	Comprehensive	Amendment	<input type="checkbox"/> Plat	Preliminary	Final			<input type="checkbox"/> Lot Changes	Combination	Split	Adjustment		<input type="checkbox"/> Minor Commercial Subdivision					<input type="checkbox"/> Vacation	Easement		Street		<input type="checkbox"/> Variance					<input type="checkbox"/> Extension Request					<input type="checkbox"/> Zoning	Amendment (rezoning)		Text Modification	
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<input type="checkbox"/> Extension Request																																																													
<input type="checkbox"/> Zoning	Amendment (rezoning)		Text Modification																																																										
Project Information	Description of Request: <u>Final Development Plan for Chipotle Restaurant with associated parking</u> <u>Revised site access at West Property Line.</u>																																																												
Contacts	Property Owner's Name: <u>Graces Corner - Smiths Mill LLC</u>																																																												
	Address: <u>387 Livingston Ave</u> City, State, Zip: <u>Columbus, OH 43215</u> Phone number: <u>614-454-5000</u> Fax: _____ Email: <u>tbrigdon@nsrealty.net</u>																																																												
Contacts	Applicant's Name: <u>Steve Fox - Prime AE Group</u>																																																												
	Address: <u>8415 Pulsar Place</u> City, State, Zip: <u>Columbus, OH 43240</u> Phone number: <u>614-323-8183</u> Fax: _____ Email: <u>sfox@primeeng.com</u>																																																												
Signature	Site visits to the property by City of New Albany representatives are essential to process this application. The Owner/Applicant, as signed below, hereby authorizes Village of New Albany representatives, employees and appointed and elected officials to visit, photograph and post a notice on the property described in this application. I certify that the information here within and attached to this application is true, correct and complete.																																																												
	Signature of Owner _____ Date: <u>9-21-23</u> Signature of Applicant <u>[Signature]</u> Date: <u>9/20/23</u>																																																												

## *PROJECT NARRATIVE*

Chipotle Final Development Plan

Walton Parkway – Bevelhymer Road

9835 Johnstown Road

The project consists developing a 2,394 square foot Chipotle restaurant with associated parking on an existing vacant lot at on State Route 62 (Johnstown Road). This project was previously approved in October 2022. The reason for this submittal is to add 2-way traffic north of Chipotle in lieu of 1-way for future development and access to the vacant area on the north side of the parcel. There are no changes to the architecture, landscaping, signage or utilities.

The existing property is 1.978 ac. The 2 previous properties were recently combined with the Franklin County Auditor. The site currently has access to public water and sanitary mains adjacent to the parcel. Additionally, private utilities are within the property as well. The site will has a storm sewer system that will collect the storm water and provide water quantity detention. The site will most likely provide water quality and quantity for the entire build out of the site as the norther portion of the site could be developed. There are no known users at this time.

The current roundabout on Bevelhymer Rd that offers access to the proposed Chipotle site should have full ingress and egress to the site from the roundabout. Trying to restrict the right turn in would violate driver expectation, cause confusion for motorists attempting to enter there, and require much more travel around the local roadways to reach the site versus providing full access as is the case across the roundabout for Tim Hortons, Blue Agave, etc.

Connection of the site to the private service road along the east side of the site is encourage due to the very low volume on that drive and the benefit of providing additional access for this site, allowing site visitors the ability to get into the site from more places, reducing the site patrons reliance on the public street network.

The offset between the current bank driveway and the proposed Chipotle site connection to the private driveway is offset in the correct direction so that left turn ingress to either the bank or Chipotle sites do not conflict with each other. Given the very low volumes on this driveway and the correct offset, the current site access plan appears to be conducive to positive traffic flow to & from the adjacent street network.

Franklin Co. Parcel ID	Property Owner	Property Address
222-003581	Rami Properties, LLC	9685-9765 Johnstown Rd.
222-004178	Rami Properties, LLC	Walton Pw.
222-004461	Milt Realty, LLC	8415 Walton Pw.
222-004462	GRACES CORNER - SMITHS MILL, LLC	Walton Pw.
222-003563	Viking GMRE I, LLC	9835 Johnstown Rd.
222-004468	New Albany Company, LLC	Smiths Mill Rd.
222-004553	Zarley Family, LLC	5900 Zarley St.
222-000279	Willow Run Group Inc.	5891 Zarley St.



CITY OF NEW ALBANY  
NO PLAT REQUIRED  
APPROVED  
Signature  Date 8/9/22

**1.990 ACRES**

Situated in the State of Ohio, County of Franklin, City of New Albany, in Lot 24, Section 12, Quarter Township 1, Township 2, Range 16, United States Military District, being all of that 1.978 acre tract of land conveyed to The New Albany Company LLC by deed of record in Instrument Number 201010070133769 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at a magnetic nail set at the centerline intersection of Bevelhymer Road (Plat Book 96, Page 17, 80' wide) and Walton Parkway (Plat Book 96, Page 17, variable width);

Thence South  $25^{\circ} 22' 39''$  West, crossing the right of way of said Walton Parkway, a distance of 35.49 feet to a point in the southerly right-of-way line of said Walton Parkway;

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

South  $64^{\circ} 37' 21''$  East, a distance of 29.29 feet to an iron pin set at the northeasterly corner of that 0.415 acre tract conveyed to The New Albany Business Park Association, Inc. by deed of record in Instrument Number 201010120135235, the TRUE POINT OF BEGINNING for this description;

South  $64^{\circ} 37' 21''$  East, a distance of 79.23 feet to an iron pin set at a point of curvature to the right; and

With the arc of said curve, having a central angle of  $09^{\circ} 47' 39''$ , a radius of 656.00 feet, an arc length of 112.14 feet, a chord bearing of South  $59^{\circ} 45' 09''$  East and chord distance of 112.00 feet to a magnetic nail set at the northwesterly corner of that 1.288 acre tract conveyed to Viking GMRE I LLC by deed of record in Instrument Number 201812130168697;

Thence with the boundary of said 1.288 acre tract the following courses and distances:

South  $31^{\circ} 43' 26''$  West, a distance of 36.87 feet to a magnetic nail set at a point of curvature to the left;

With the arc of said curve, having a central angle of  $12^{\circ} 19' 00''$ , a radius of 516.00 feet, an arc length of 110.92 feet, a chord bearing of South  $30^{\circ} 27' 26''$  West and chord distance of 110.71 feet to a chiseled cross found;

South  $24^{\circ} 17' 55''$  West, a distance of 48.80 feet to an iron pin set; and

South  $29^{\circ} 41' 27''$  East, a distance of 199.40 feet to a railroad spike found in the northerly right-of-way line of Johnstown Road (U.S. 62), the northerly line of that 1.584 acre tract conveyed as Parcel 18-WD-8 to State of Ohio by deed of record in Official Record 25998B11;

Thence South  $66^{\circ} 30' 22''$  West, with said northerly right of way line and said northerly line, a distance of 83.70 feet to an iron pin set at the northeasterly corner of that 0.712 acre tract conveyed as Parcel 121-WD to State of Ohio by deed of record in Official Record 28163G12;

Thence South  $78^{\circ} 35' 32''$  West, with said northerly right-of-way line and the northerly line of said 0.712 acre tract, a distance of 132.05 feet to an iron pin set;

Thence South  $57^{\circ} 24' 41''$  West, with said northerly right-of-way line and the northerly line of said 0.712 acre tract, a distance of 15.04 feet to a magnetic nail set at the southeasterly corner of said 0.415 acre tract;

Thence with the boundary of said 0.415 acre tract the following courses and distances:

Signature *[Signature]* Date 8/9/22

1.990 ACRES

- 2 -

With the arc of a curve to the right, having a central angle of  $05^{\circ} 43' 22''$ , a radius of 533.16 feet, an arc length of 53.25 feet, a chord bearing of North  $24^{\circ} 17' 08''$  West and chord distance of 53.23 feet to an iron pin set;

North  $16^{\circ} 54' 34''$  West, a distance of 33.89 feet to an iron pin set;

With the arc of a curve to the right, having a central angle of  $13^{\circ} 56' 44''$ , a radius of 236.00 feet, an arc length of 57.44 feet, a chord bearing of North  $09^{\circ} 56' 13''$  West and chord distance of 57.30 feet to an iron pin set;

With the arc of a curve to the right, having a central angle of  $43^{\circ} 08' 31''$ , a radius of 49.00 feet, an arc length of 36.90 feet, a chord bearing of North  $18^{\circ} 36' 23''$  East and chord distance of 36.03 feet to an iron pin set;

With the arc of a curve to the left, having a central angle of  $80^{\circ} 37' 52''$ , a radius of 33.47 feet, an arc length of 47.10 feet, a chord bearing of North  $00^{\circ} 00' 29''$  East and chord distance of 43.31 feet to an iron pin set;

With the arc of a curve to the right, having a central angle of  $42^{\circ} 27' 30''$ , a radius of 50.00 feet, an arc length of 37.05 feet, a chord bearing of North  $19^{\circ} 31' 28''$  West and chord distance of 36.21 feet to an iron pin set;

With the arc of a curve to the right, having a central angle of  $16^{\circ} 57' 52''$ , a radius of 186.64 feet, an arc length of 55.26 feet, a chord bearing of North  $10^{\circ} 11' 02''$  East and chord distance of 55.06 feet to a magnetic nail set;

North  $19^{\circ} 21' 46''$  East, a distance of 150.68 feet to an iron pin set;

North  $22^{\circ} 43' 59''$  East, a distance of 45.41 feet to an iron pin set; and

With the arc of a curve to the right, having a central angle of  $32^{\circ} 34' 01''$ , a radius of 35.00 feet, an arc length of 19.89 feet, a chord bearing of North  $39^{\circ} 00' 29''$  East and chord distance of 19.63 feet to the TRUE POINT OF BEGINNING, containing 1.990 acres of land, more or less, of which 1.345 acres is Parcel Number 222-004463 and 0.645 acre is Parcel Number 222-004462.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths ( $13/16$ ) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings herein are based on a portion of the northerly right-of-way line of Johnstown Road, having a bearing of South  $66^{\circ} 30' 22''$  West and monumented as shown hereon, is designated as the "basis of bearings" for this survey.

This description is based on an actual field survey performed by, or under the direct supervision of, Matthew A. Kirk, Professional Surveyor Number 7865.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

*Matthew A. Kirk*

Matthew A. Kirk  
Professional Surveyor No. 7865

*4 Aug 22*

Date



CITY OF NEW ALBANY  
NO PLAT REQUIRED  
APPROVED

  
Signature

8/9/22  
Date

1.990 ACRES

- 2 -

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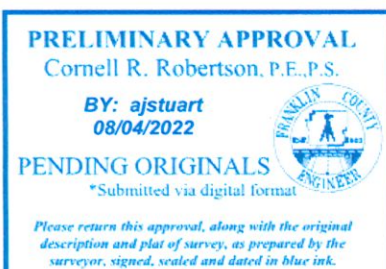
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This description is based on an actual field survey performed by, or under the direct supervision of, Matthew A. Kirk, Professional Surveyor Number 7865.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



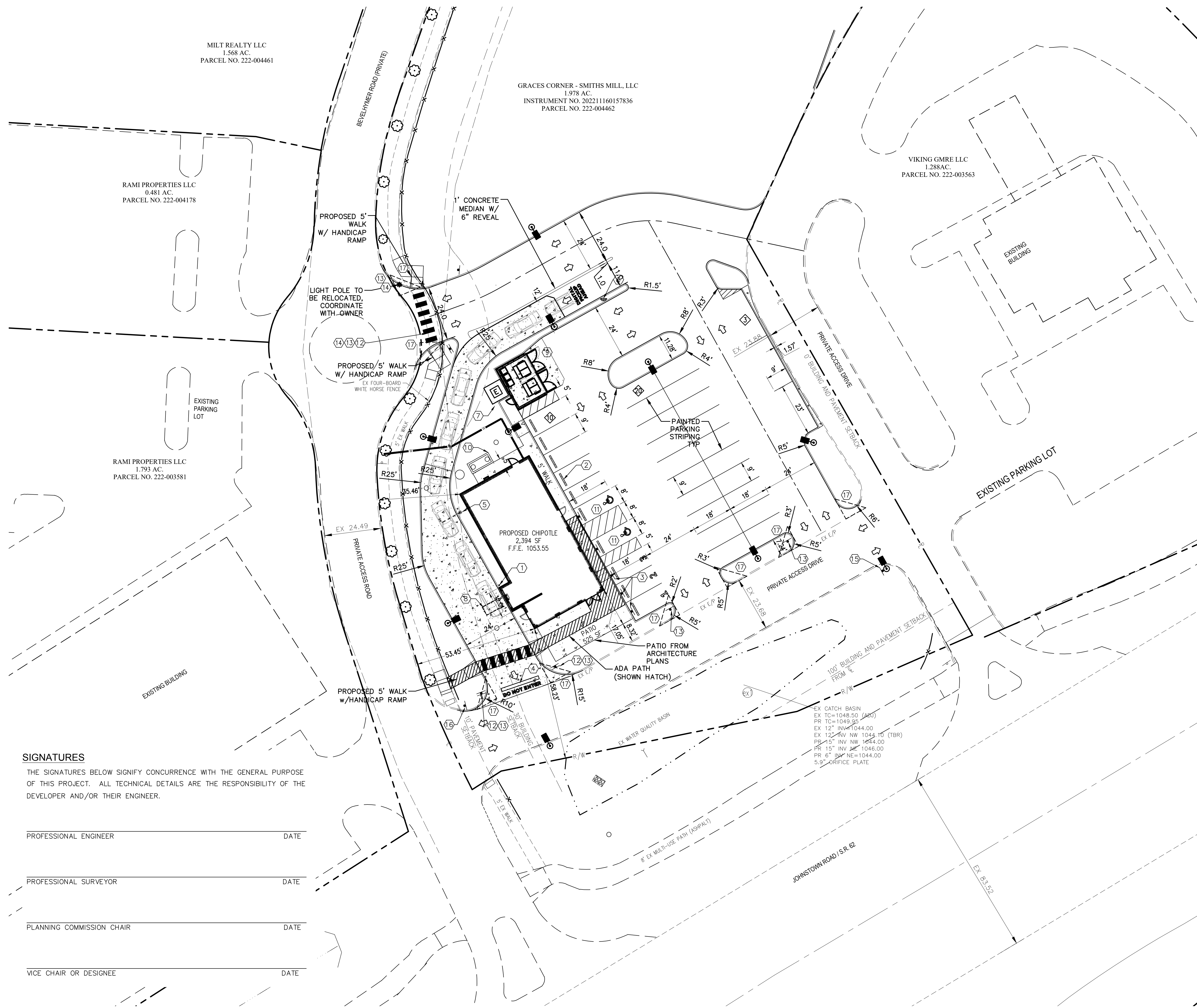
Matthew A. Kirk  
Professional Surveyor No. 7865

Date









## NOTE

1. ALL SIGNAGE INCLUDING MONUMENT, ALL WALL SIGNS, ANNOUNCEMENT SIGN, DIGITAL PICK-UP SIGNS AND ALL OTHER SITE SIGNAGE ARE SUBJECT TO STAFF APPROVAL VIA A SEPARATE PERMIT AND MUST MEET ALL CODE REQUIREMENTS.

## OWNER

NORTHSTAR REALTY, LLC  
387 LIVINGSTON AVE  
COLUMBUS, OHIO 43215  
CONTACT: TOM BRIGDON  
PHONE: 614-454-5000

## ENGINEER








PRIME AE GROUP, INC.  
8415 PULSAR PLACE, SUITE 300  
SOLUMBUS, OH 43240  
CONTACT: STEVE FOX  
PHONE: 614-839-0250

EMAIL: TBRIGDON@NSREALTY.NET

EMAIL: SFOX@PRIMEENG.COM

SITE	
ADDRESS	9835 JOHNSTOWN ROAD, NEW ALBANY, OHIO 43054
PARCEL NUMBER	222-004462-00
PROPERTY AREA	1.978 AC TOTAL (1.04 SITE)
BUILDING AREA	±2,394 SF
PATIO AREA	±525 SF
ZONING	
CURRENT ZONING	IPUD
SETBACKS	IPUD SETBACKS SHOWN
PARKING	
PROPOSED PARKING	33 SPACES
REQUIRED PARKING	2,394 SF RESTAURANT/75 SF = 32 SPACES
STACKING	
REQUIRED STACKING	9 SPACES
PROVIDED STACKING	9 SPACES
LOT COVERAGE	
REQUIRED MAX	80%
PROVIDED	69%

## LEGEND

- |  |  |
|--|--|
|   | CONCRETE PAVEMENT                              |
|   | STANDARD DUTY ASPHALT PAVEMENT                 |
|   | HEAVY DUTY ASPHALT PAVEMENT                    |
|   | ADA PATH                                       |
|   | PR PARKING LOT LIGHT POLES (SEE LIGHTING PLAN) |
|   | PARKING COUNT                                  |
|  | TEMPORARY REFLECTIVE BARRIER GUARDRAIL         |

## CODED NOTES

- ① 6" PIPE BOLLARD
- ② PARKING BLOCK
- ③ MOBILE ORDER PICKUP SIGNAGE PER TENANT STANDARDS
- ④ 24" STOP BAR
- ⑤ D/T CLEARANCE BAR PER TENANT STANDARDS – FUTURE BY TENANT
- ⑥ ANNOUNCE SIGN – FUTURE BY TENANT
- ⑦ TRANSFORMER LOCATION
- ⑧ D/T DETECTOR LOOP PER TENANT STANDARDS
- ⑨ DUMPSTER ENCLOSURE, SEE ARCH FOR DETAILS
- ⑩ GREASE INTERCEPTOR PER TENANT STANDARDS, COORDINATE WITH MECHANICAL
- ⑪ ADA PARKING STALL
- ⑫ DO NOT ENTER SIGN
- ⑬ STOP SIGN
- ⑭ RIGHT TURN ONLY SIGN
- ⑮ SIGN: "TO SR62", w/LEFT TURN ARROW
- ⑯ SIGN: "TO SR62", w/RIGHT TURN ARROW
- ⑰ SITE DISTANCE TRIANGLES (NO LANDSCAPING OR SITE IMPEDANCE)

## SIGNATURES

THE SIGNATURES BELOW SIGNIFY CONCURRENCE WITH THE GENERAL PURPOSE OF THIS PROJECT. ALL TECHNICAL DETAILS ARE THE RESPONSIBILITY OF THE DEVELOPER AND/OR THEIR ENGINEER.


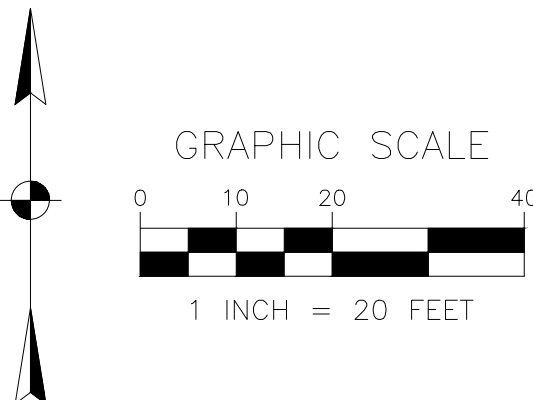
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PROFESSIONAL ENGINEER
DATE

PROFESSIONAL SURVEYOR \_\_\_\_\_ DATE \_\_\_\_\_

PLANNING COMMISSION CHAIR	DATE
---------------------------	------

VICE CHAIR OR DESIGNEE	DATE
------------------------	------



PRIMEA  
8415 PULSAR PLACE | SUITE 300  
COLUMBUS, OH 43240  
P 614-839-0250 | F 614 839 0251

**SITE IMPROVEMENT PLAN  
FOR  
CHIPOTLE  
9825 JOHNSTOWN ROAD, NEW ALBANY, OH  
SITE PLAN REVISION**

[illegible]

DRAWN BY: KJS	CHECKED BY: LB
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SCALE:  
1" = 20'

DATE: 9/29/23

SHEET NO.

C-1

P:\Projects\2022\EOH01ES-22521 - New Albany Chipotle\_Graces Corner Smiths Mill\500-CAD\591-Civil\593-PrintSheets\Revision 9-20-23\UTILITY-GRADE\_CHIPOTLE\_WALTON.dwg by: sfox on 09/29/2023 9:27 AM ~ for PRIME AE



UTILITY PLAN NOTES

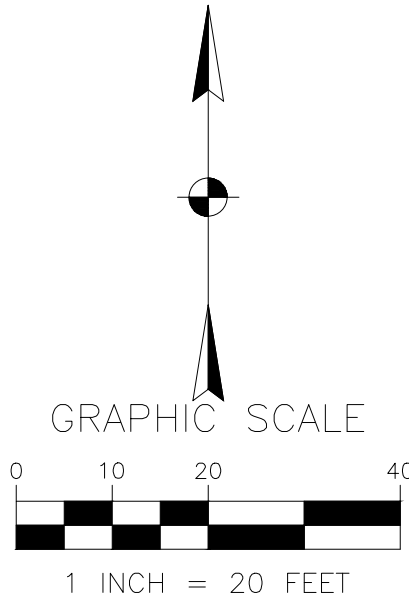
1. CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING AROUND EXISTING UTILITIES. COORDINATE ANY RELOCATION WITH RESPECTIVE UTILITY OWNER. THE INFORMATION SHOWN CONCERNING EXISTING UTILITIES IS NOT REPRESENTED, WARRANTED OR GUARANTEED TO BE COMPLETE OR ACCURATE. (INVESTIGATION, LOCATION, SUPPORT, PROTECTION, AND RESTORATION OF ALL EXISTING UTILITIES AND APPURTENANCES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. PRIOR TO CONSTRUCTION TO DETERMINE IN THE FIELD THE ACTUAL LOCATION AND ELEVATIONS OF ALL EXISTING UTILITIES WHETHER SHOWN ON THE PLANS OR NOT.) THE CONTRACTOR SHALL CALL THE OHIO UTILITIES PROTECTION SERVICES, OUPS, AT 811 OR 1-800-362-2764 TWO (2) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
2. THE CONTRACTOR SHALL RESTORE OFF-SITE CONSTRUCTION AREAS TO EQUAL OR BETTER CONDITION THAN EXISTED PRIOR TO COMMENCEMENT.
3. WATER REQUIRES MINIMUM CLEARANCES OF 1.5' VERTICAL AND 10.0' HORIZONTAL TO ALL SEWERS. THE CONTRACTOR SHALL PROVIDE MINIMUM CLEARANCES OF 1.0' VERTICAL AND 3.0' HORIZONTAL BETWEEN OTHER UNDERGROUND UTILITIES. NO FACILITY SHALL BE INSTALLED WITH LESS THAN THESE MINIMUM CLEARANCES WITHOUT THE WRITTEN APPROVAL OF THE OWNERS OF THE UTILITIES INVOLVED. THE CONTRACTOR SHALL EXPOSE ALL UTILITIES OR STRUCTURES PRIOR TO CONSTRUCTION TO VERIFY THE VERTICAL AND HORIZONTAL CLEARANCES WITH PROPOSED CONSTRUCTION. THE COST OF THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR VARIOUS ITEMS. THE FLOW OF ALL SEWERS, DRAINS AND WATER COURSES ENCOUNTERED AND DISTURBED OR DESTROYED DURING THE EXECUTION OF THE WORK SHALL BE RESTORED BY THE CONTRACTOR TO A SATISFACTORY CONDITION. PAYMENT FOR THIS ITEM SHALL BE INCLUDED IN THE PRICE BID FOR THE VARIOUS RELATED ITEMS. THE CITY OF NEW ALBANY OFFICE SHALL BE NOTIFIED IMMEDIATELY FOR ANY DISTURBANCES.
4. THE CONTRACTOR SHALL RESTORE OFF-SITE CONSTRUCTION AREAS TO EQUAL OR BETTER CONDITION THAN EXISTED PRIOR TO COMMENCEMENT.
5. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER OF ANY DISCREPANCIES FOUND BETWEEN THE PLANS OR FIELD CONDITIONS PRIOR TO START OF CONSTRUCTION.

KEYED NOTES

- 1 SANITARY SEWER LATERAL: BUILD NEW 6" P.V.C. ASTM D-3034 SDR 35. JOINTS SHALL CONFORM TO ASTM D-3212. PROVIDE CLEANOUTS AS INDICATED BY "C.O.". MAINTAIN MINIMUM 18" CLEARANCE AT STORM SEWER CROSSING. MAINTAIN MINIMUM SLOPE OF 2.08%
- 2 ELECTRIC SERVICE: CONTRACTOR SHALL COORDINATE WITH THE POWER COMPANY TO VERIFY THE LOCATION, ORIGIN OF SERVICE, AND SECONDARY WIRING DESIGN.
- 3 PROPOSED 2" DOMESTIC WATER SERVICE.

LEGEND

- P/L PROPERTY LINE
- R/W RIGHT OF WAY
- PARKING COUNT
- PROPOSED CONCRETE PAVEMENT
- EX CATCH BASIN
- EX STORM MANHOLE
- EX SANITARY MANHOLE
- PR MANHOLE
- PR STORM MANHOLE
- PR CURB INLET
- PR STORM STRUCTURE NUMBER
- PR ELECTRIC TRANSFORMER



PRIME

8415 PULSAR PLACE | SUITE 300  
COLUMBUS, OH 43240  
P 614-839-0250 | F 614-839-0251

FRANKLIN COUNTY, OHIO

SITE IMPROVEMENT PLAN  
FOR  
CHIPOTLE

9825 JOHNSTOWN ROAD, NEW ALBANY, OH

UTILITY/GRADING PLAN

NO.	DATE	REVISIONS

DRAWN BY:  
KJS

CHECKED BY:  
LB

SCALE:  
1" = 20'

DATE:  
9/29/23

SHEET NO.  
C-2



REQUIRED:	PROVIDED:
<p><b>IPUD REQUIREMENTS (7d-S2.04)</b></p> <ol style="list-style-type: none"> <li>LANDSCAPING WALTON AND US ROUTE 62: DECIDUOUS TREES REQUIRED WITHIN R/W AT SPACING OF 1 PER 30 LF</li> <li>WOOD RAIL HORSE FENCE REQUIRED ADJACENT TO RT. 62 AND WALTON PARKWAY.</li> <li>SURFACE PARKING MUST BE SCREENED FROM R/W WITH A MIN. 30" HEDGE AND A MINIMUM OF 6 TREES ARE REQUIRED FOR EVERY 100 LF</li> <li>GRASS IS REQUIRED IN REMAINDER OF SETBACK AREA.</li> </ol>	<ol style="list-style-type: none"> <li>DECIDUOUS TREES PROVIDED AT 30' SPACING</li> <li>WOOD RAIL FENCE IS EXISTING</li> <li>SURFACE PARKING SCREENED FROM RT. 62 R/W. 231' OF FRONTAGE REQUIRED 14" R/W. 16 TREES PROVIDED</li> <li>LAWN PROVIDED IN REMAINDER OF SETBACK AREA</li> </ol>
<ol style="list-style-type: none"> <li>PERIMETER SIDE YARD LANDSCAPING: LANDSCAPING WITHIN THE PERIMETER SIDE YARD ABUTTING PUBLIC R/W SHALL BE PLANTED WITH 7 TREES PER 100 LINEAL FEET OF LOT LINE AND 2 DECIDUOUS SHRUBS PER TREE, ALL AREAS NOT LANDSCAPED SHALL BE GRASS.</li> </ol>	<p>PROVIDED ADJACENT TO R/W, NO SIDE YARDS ABUT R/W</p>
<ol style="list-style-type: none"> <li>INTERIOR LANDSCAPING: LANDSCAPING IS REQUIRED AT A RATE OF 8% OF THE PARKING LOT PAVEMENT AREA</li> <li>20,000 SF REQUIRES A MINIMUM OF 1 TREE PER 5,000 SF OF GROUND COVERAGE AND A TOTAL TREE PLANTINGS EQUAL TO 1" OF TRUNK SIZE FOR EVERY 2,000 SF OF GROUND COVERAGE</li> </ol>	<ol style="list-style-type: none"> <li>17,330 SF PARKING LOT AREA 1,388 SF OF LANDSCAPE REQUIRED 1,664 SF OF LANDSCAPE PROVIDED</li> <li>4 TREES PLUS 9 INCHES 9 TREES PROVIDED</li> </ol>

ALL PLANT MATERIALS TO COMPLY WITH THE LATEST EDITION OF AMERICAN STANDARD FOR NURSERY STOCK BY AMERICAN NURSERY AND LANDSCAPE ASSOCIATION, AND BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF JOB ACCEPTANCE.

CONTRACTOR IS RESPONSIBLE FOR LOCATING AND PROTECTING ALL UTILITIES PRIOR TO  
INSTALLATION. NOTIFY ENGINEER IF FIELD CONDITIONS NECESSITATE ADJUSTMENT OF  
PLANT LOCATIONS.

CONSULT PLANT SCHEDULE FOR PLANT SIZES AND SPECIFICATIONS

CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON PLANS. PLANT LIST  
QUANTITIES ARE FOR CONVENIENCE ONLY.

PARKING LOT AND STREET TREES SHALL HAVE A CLEAR CANOPY HEIGHT OF 6' MIN

ALL SHRUB AND GROUND COVER BEDS TO BE MULCHED WITH A MINIMUM OF 2 INCHES OF SHREDDED HARDWOOD MULCH. MULCH PLANTING BEDS WITH SHREDDED HARDWOOD MULCH OF UNIFORM DARK BROWN COLOR. MULCH SHALL BE FREE OF TWIGS, LEAVES, DISEASE, PEST OR OTHER MATERIAL UNSIGHTLY OR INJURIOUS TO PLANTS. PULL MULCH AWAY FROM SHRUB STEMS.

CONTRACTOR SHALL PROVIDE A ONE YEAR GUARANTEE ON ALL PLANTS INSTALLED AND PROVIDE COMPLETE MAINTENANCE ON ALL WORK FROM THE DAY OF APPROVAL OF THE OWNER'S REPRESENTATIVE CONTINUING FOR A THREE MONTH DURATION AT WHICH TIME THE OWNER WILL DECLARE JOB ACCEPTANCE.

ALL PLANTING TO BE FREE FROM DISEASE, INSECT INFESTATION AND DAMAGE AND IN ALL RESPECTS BE READY FOR FIELD PLANTING.

PLANTING HOLES TO BE DUG A MINIMUM OF TWICE THE WIDTH AND EQUAL IN DEPTH TO THE SIZE OF THE ROOT BALL AND TO BE AMENDED WITH ORGANIC SOIL CONDITIONER.

BED EDGES SHALL BE SMOOTH, CONSISTENT, HAND TRENCHED 6" DEEP AND 'V' SHAPE  
UNLESS OTHERWISE NOTED. ALL EXCAVATED MATERIAL SHALL BE REMOVED FROM THE  
BED EDGE AND THE PLANTING BED.

IN AREAS WHERE BEDROCK OR HEAVILY COMPACTED ROCK FILL IS ENCOUNTERED, THE PLANTING HOLES ARE TO BE DUG TO A MINIMUM OF THREE TIMES THE WIDTH AND ONE FOOT DEEPER THAN THE SIZE OF THE ROOT BALL. NOTIFY ENGINEER IF FIELD CONDITIONS WARRANT ADJUSTMENT OF PLANT LOCATIONS.

EXISTING GRASS TO BE REMOVED, IF PRESENT, AND TOPSOIL TO BE SPREAD SMOOTH AND HAND RAKED TO REMOVE ALL ROCKS AND DEBRIS LARGER THAN 1 INCH IN DIAMETER PRIOR TO LAYING SOD OR SEEDING.

ALL CHANGES TO DESIGN OR PLANT SUBSTITUTIONS ARE TO BE AUTHORIZED BY THE LANDSCAPE ARCHITECT.

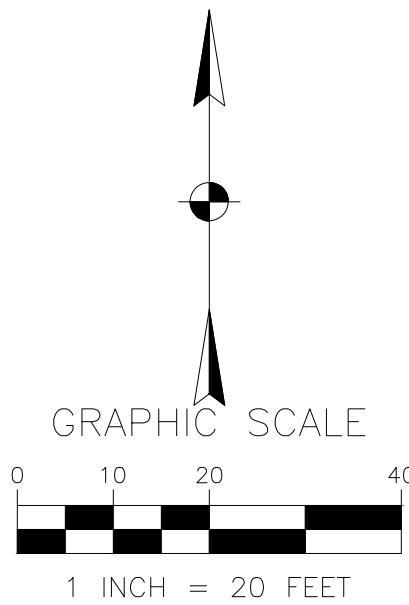
TOPSOIL MIX IN PLANTING BEDS TO BE 3 PARTS SCREENED TOPSOIL AND 1 PART ORGANIC MATERIAL TO A DEPTH OF 24".

ALL SEEDING INSTALLATION SHALL CONFORM TO ODOT SPECIFICATIONS. SEED AT 6 LBS/1000 SF WITH THE FOLLOWING SEED MIXTURE:

SR 4100 PERENNIAL RYEGRASS	20%
MERIT KENTUCKY BLUEGRASS	10%

ALL TREES, SHRUBS, GROUNDCOVER AND LAWNS TO BE FERTILIZED WITH A COMMERCIAL GRADE FERTILIZER CONSISTING OF FAST AND SLOW RELEASE NITROGEN. SEED AREAS TO BE COVERED WITH CLEAN OAT OR WHEAT STRAW WELL SEASONED BEFORE BAILING, FREE FROM MATURE SEED-BEARING STALKS OR ROOTS OF PROHIBITED NOXIOUS WEEDS.

CONTRACTOR SHALL THOROUGHLY WATER ALL PLANTS AT TIME OF INSTALLATION AND AS NEEDED UNTIL PROJECT ACCEPTANCE BY OWNER.



**PRIMEA<sup>TM</sup>**  
8415 PULSAR PLACE | SUITE 300  
COLUMBUS, OH 43240  
P 614-839-0250 | F 614 839 0251

# SITE IMPROVEMENT PLAN FOR CHIPOTLE LANDSCAPE PLAN

[illegible]

DRAWN BY: KJS	CHECKED BY: LB
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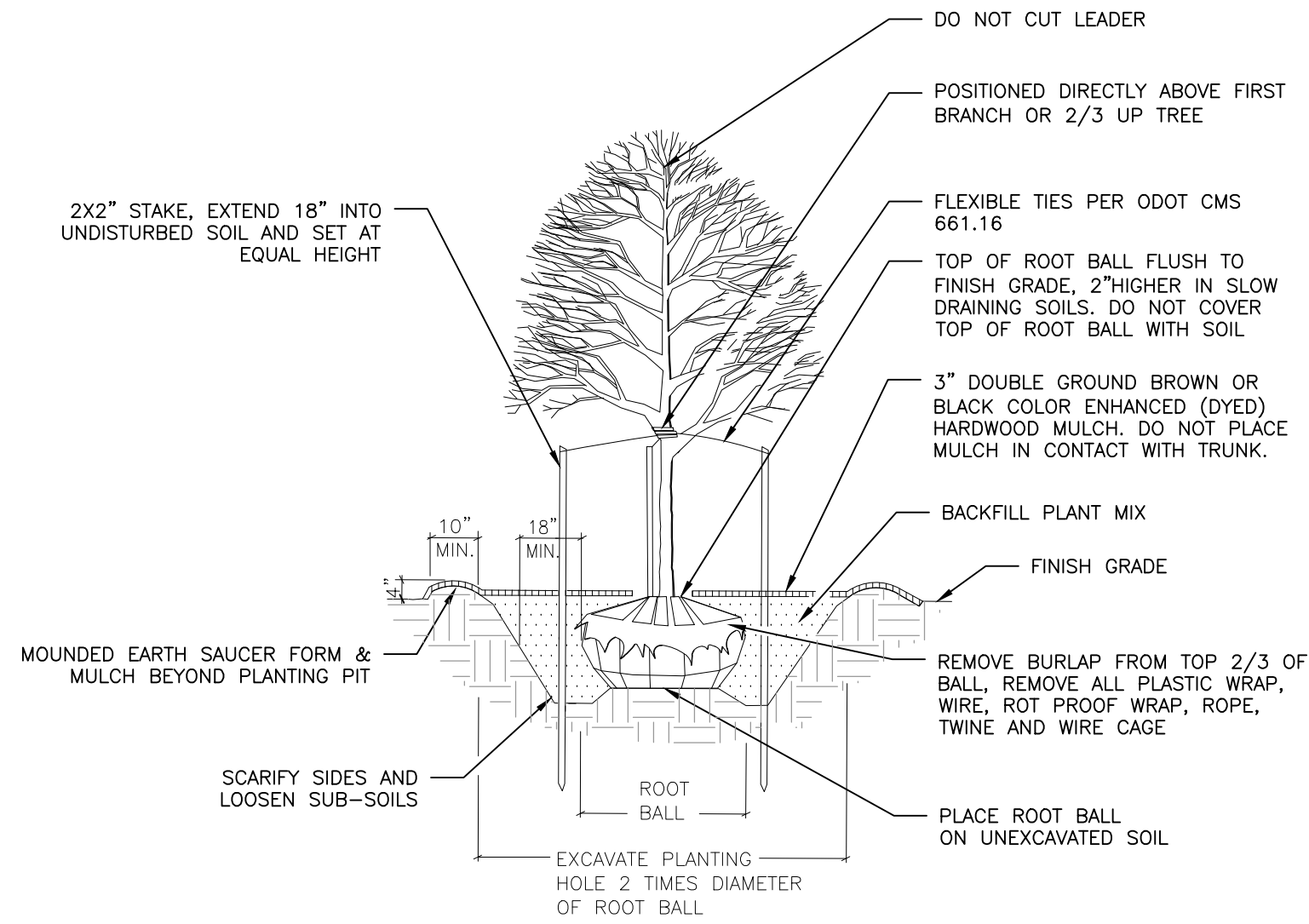
SCALE:  
1" = 20'

DATE: 9/29/23

SHEET NO.

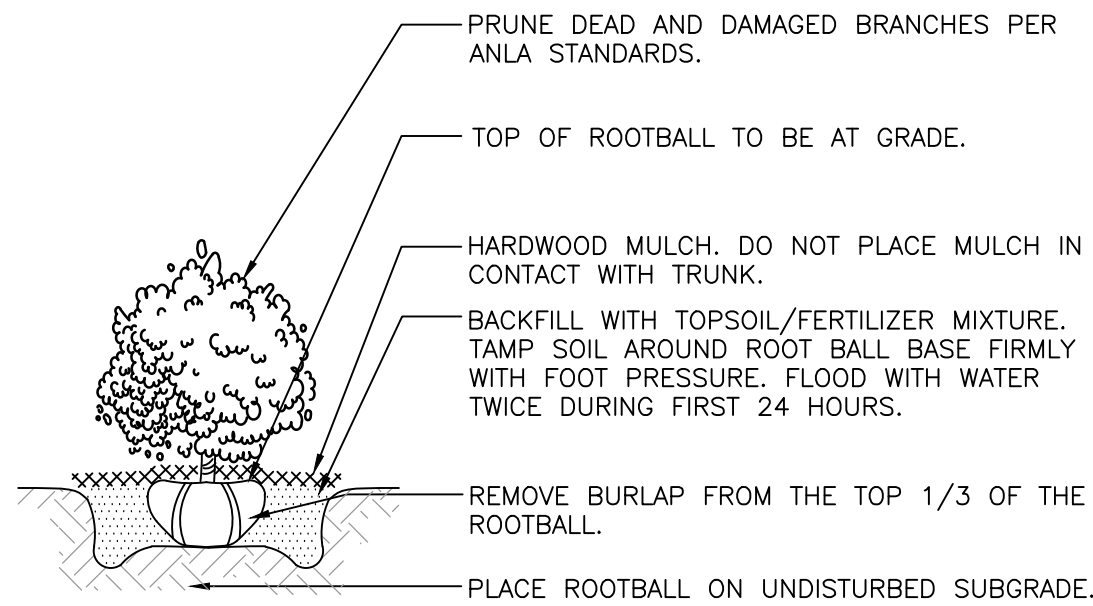
C-3

P:\Projects\2022\EOH01ES-22521 - New Albany Chipotle\_Groces Corner Smiths Mill\500-CAD\591-Civil\593-Prim\Sheets\Revision 9-20-23\LANDSCAPE\_CHIPOTLE\_WALTON.dwg by: sfox on 09/29/2023 9:27 AM ~ for: PRIME AE



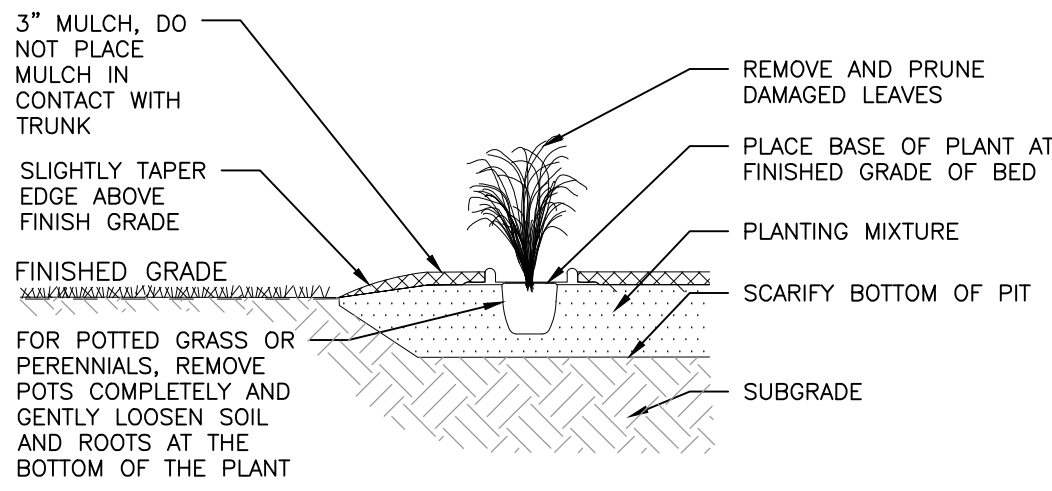
### DECIDUOUS TREE PLANTING DETAIL

NOT TO SCALE



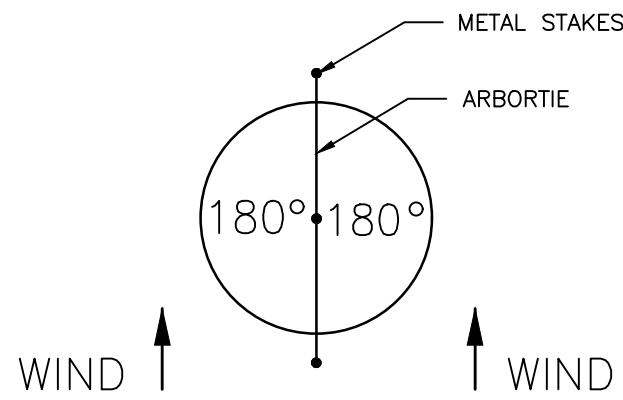
### SHRUB PLANTING DETAIL

NOT TO SCALE



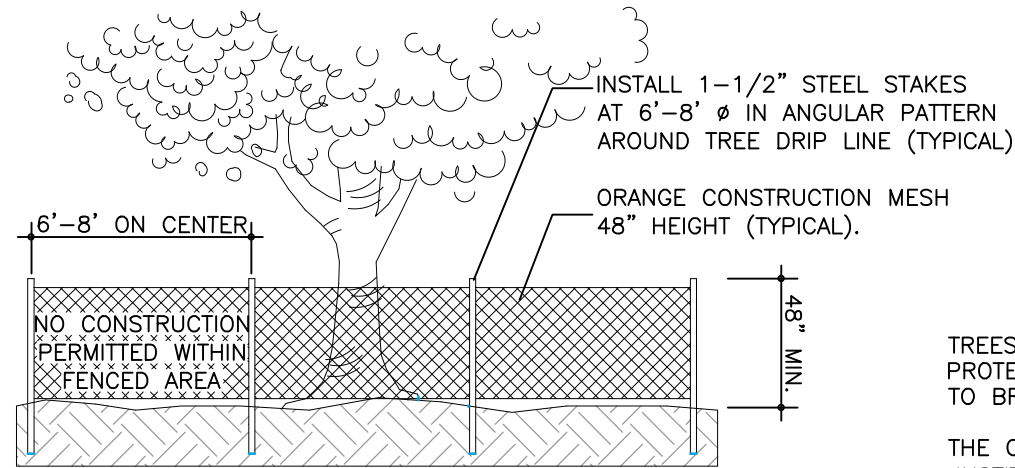
### GRASS AND PERENNIAL PLANTING DETAIL

NOT TO SCALE



### GUYING PATTERN FOR DECIDUOUS TREE PLANTING

NOT TO SCALE



### TREE PROTECTION DETAIL

TO BE USED ON ALL EXISTING TREES  
NO SCALE

TREES, TREE ROOTS AND LIMBS INCLUDED WITHIN THE CONSTRUCTION LIMITS OF THE PROJECT SHALL BE PROTECTED AGAINST INJURY OR DAMAGE DURING THE COURSE OF WORK. SPECIAL ATTENTION SHALL BE PAID TO BRANCHES, TRUNKS AND ROOTS DURING CONSTRUCTION.

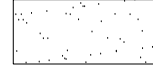
THE CONTRACTOR SHALL FOLLOW THE MOST RECENT EDITION OF THE AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI) A300 STANDARDS IN EFFECT AT THE TIME THE CONTRACT IS EXECUTED, WHICH ARE THE GENERALLY ACCEPTED INDUSTRY STANDARDS FOR TREE CARE PRACTICES. ANY WORK INVOLVING TREE CARE SHALL BE SUPERVISED BY AN ISA CERTIFIED ARBORIST.

ANY TREES DAMAGED OR DESTROYED DUE TO CONTRACTOR NEGLIGENCE SHALL BE TREATED OR REMOVED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL, AT THE CONTRACTOR'S EXPENSE, REPLACE THE DESTROYED TREES PER THE CITY'S TREE PROTECTION AND MITIGATION POLICY AS PART OF THE WORK.

PLANT LIST								
KEY	SYMBOL	BOTANICAL NAME	COMMON NAME	QTY.	SIZE	CONDITION	DECID./EV.	REMARKS
TREES								
ACE SAC		ACER SACCHARUM	SUGAR MAPLE	6	2.5" CAL.	B&B		SURFACE PARKING SCREENING
AME ARB		AMELANCHIER ARBOREA	DOWNY SERVICEBERRY	3	6-7' HT.	B&B		SURFACE PARKING SCREENING
CAR CAR		CARPINUS CALOLINIANA	AMERICAN HORNBEAM	5	2.5" CAL.	B&B		SURFACE PARKING SCREENING
CHI VIR		CHIONANTHUS VIRGINICUS	FRINGETREE	3	6-7' HT.	B&B		INTERIOR LANDSCAPING
OST VIR		OSTRYA VIRGINIANA	HOPHORNBEAM	5	2.5" CAL.	B&B		INTERIOR LANDSCAPING
QUE BIC		QUERCUS BICOLOR	SWAMP WHITE OAK	4	2.5" CAL.	B&B		SURFACE PARKING SCREENING
ULM		ULMUS 'NEW HORIZON'	NEW HORIZON ELM	5	2.5" CAL.	B&B		STREET TREE
SHRUBS								
AES PAR		AESCULUS PARVAFLORA	BOTTLEBRUSH BUCKEYE	2	#5	CONT.		
FOT GAR		FOTHERGILLA GARDENII 'MT. AIRY'	MT. AIRY FOTHERGILLA	6	#5	CONT.		
ILE GLA		ILEX GLABRA	INKBERRY	11	#3	CONT.		
COR SER		CORNUS SERCIA	REDOSIER DOGWOOD	6	#3	CONT.		
ITE VIR		ITEA VIRGINICA 'MERLOT'	MERLOT SWEETSPIRE	18	#3	CONT.		
JUN VIR		JUNIPERUS VIRGINIANA 'GREY OWL'	GREY OWL EASTERN REDCEDAR	44	#5	CONT.		24" MIN. HT.
PHY OPU		PHYSOCARPUS OPUFOLIUS 'LADY IN RED'	LADY IN RED NINEBARK	8	#5	CONT.		
POT FRU		POTENTILLA FRUTICOSA	BUSH QUINCEFOIL	6	#3	CONT.		
RHU ARO		RHUS AROMATICA 'GRO-LOW'	GRO-LOW SUMAC	22	#3	CONT.		
PERENNIALS								
AST NOV		ASTER NOVAE-ANGLIAE 'PURPLE DOME'	PURPLE DOME ASTER	11	#2	CONT.		
COR LAN		COREOPSIS LANCEOLATA	LANCELEAF COREOPSIS	18	#2	CONT.		
IRI CRI		IRIS CRISTATA	CRESTED IRIS	32	#1	CONT.		
PAN VIR		PANICUM VIRGATUM 'HEAVY METAL'	HEAVY METAL SWITCHGRASS	27	#3	CONT.		
SCH SCO		SCHIZACHYRIUM SCOPARIUM	LITTLE BLUESTEM	24	#3	CONT.		



HARDWOOD MULCH



GRASS SEED

NO.	DATE	REVISIONS

DRAWN BY:	CHECKED BY:
KJS	LB

SCALE:  
**AS NOTED**

DATE:  
**9/29/23**

SHEET NO.  
**C-4**



MATERIAL	COLOR/FINISH
CMU - PRIMER (INTERIOR)	REFER TO PAINT SPECIFICATIONS, COLOR 'WHITE'
CMU - PAINT (INTERIOR)	PAINT TO MATCH METAL COPING
EXTERIOR BRICK	MATCH BUILDING, BELDEN BRICK - ROSEWOOD BLEND, REFER TO SPECIFICATIONS AND EXTERIOR ELEVATIONS
METAL COPING	PREFINISHED TO BUILDING COPING, REFER TO EXTERIOR ELEVATIONS
CORRUGATED METAL & DOOR FRAMES	PAINTED TO MATCH DARK BRONZE STOREFRONT SYTEM, REFER TO EXTERIOR ELEVATIONS

r e d

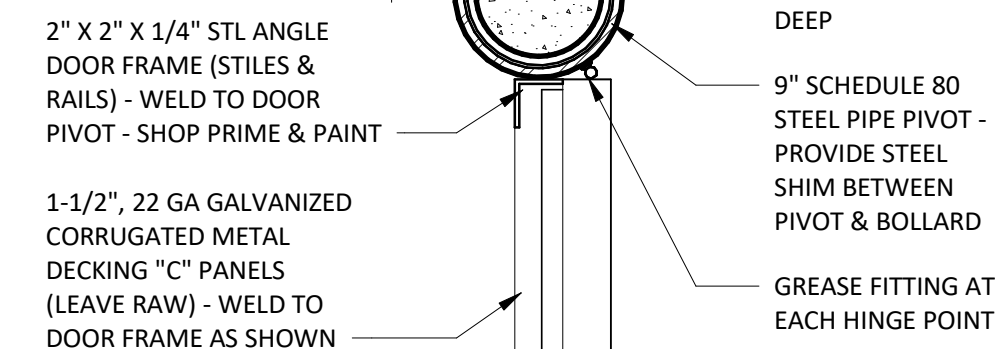
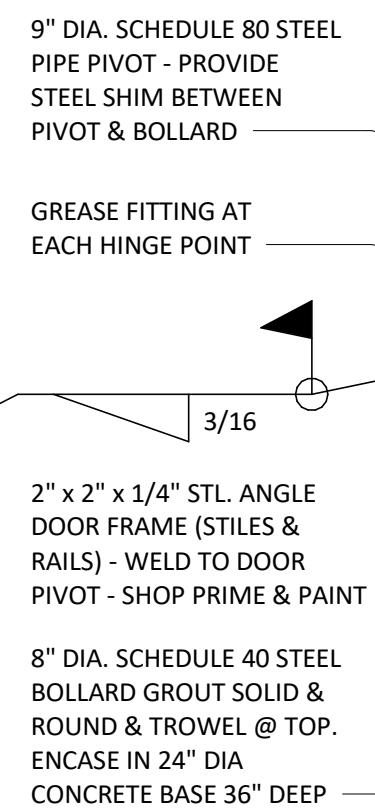
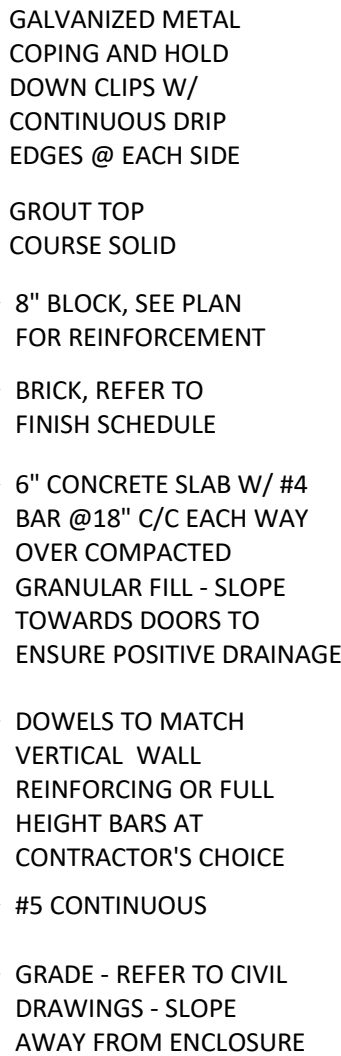
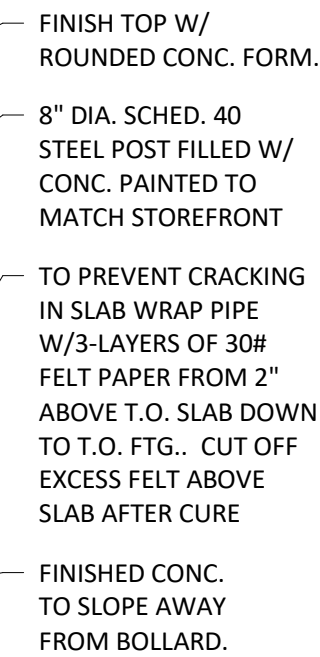
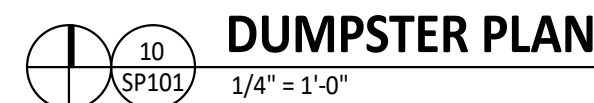
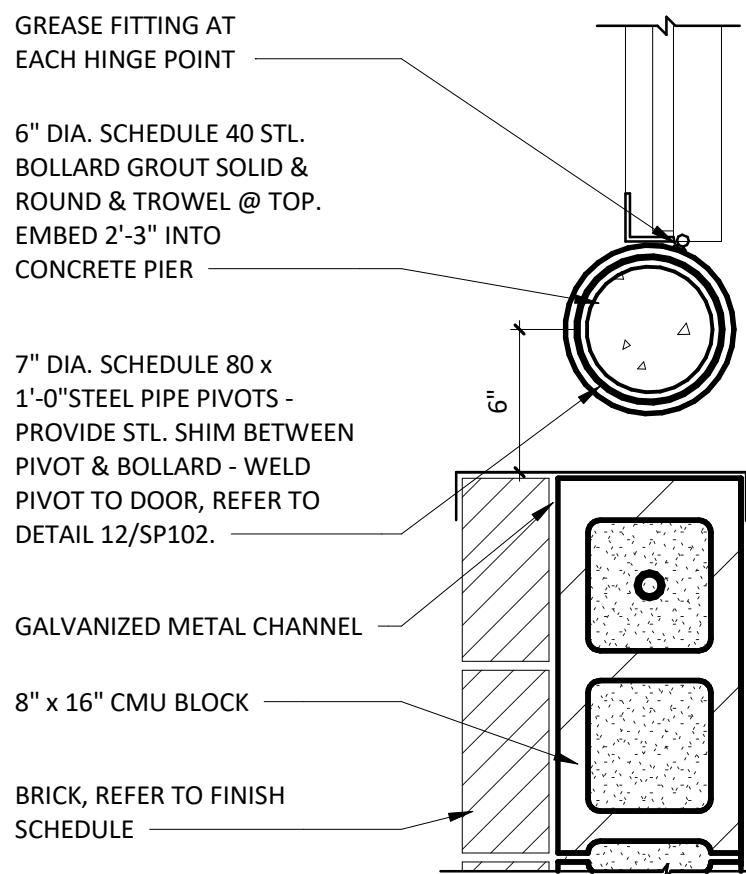
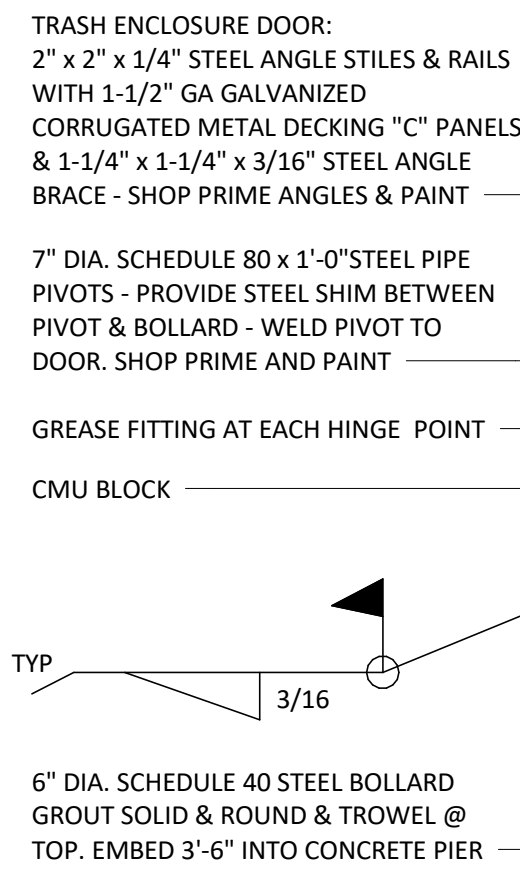
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NORTHSTAR REALTY  
187 EAST LIVINGSTON AVE  
COLUMBUS, OH 43215  
TELEPHONE: 614.454.5000

[illegible]

Contents:

# SP101



GENERAL NOTES

1. STENCILS FOR PARKING MARKINGS AVAILABLE FROM PAVEMENT STENCIL COMPANY, PHONE: (800) 250-5547, EMAIL: STENCILS@PAVEMENTSTENCIL.COM
2. NOTE: ARCHITECTURAL SITE PLAN IS FOR REFERENCE ONLY. GC TO BUILD FROM CIVIL DRAWINGS. IF THERE IS A DISCREPANCY BETWEEN ARCHITECTURE AND CIVIL, CONTACT ARCHITECT IMMEDIATELY.

Consultant:

red

architecture + planning  
589 w. nationwide blvd.  
suite b  
columbus, ohio 43215  
tel: 614.487.8770  
fax: 614.487.8777

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NORTHSTAR REALTY, LLC

NORTHSTAR REALTY  
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CMG JOHNSTOWN RD. SHELL  
TBD JOHNSTOWN RD.  
NEW ALBANY, OH 43054

Issue Record:  
05/18/22 BUSINESS PARK SUBMITTAL  
09/16/22 PLANNING SUBMITTAL

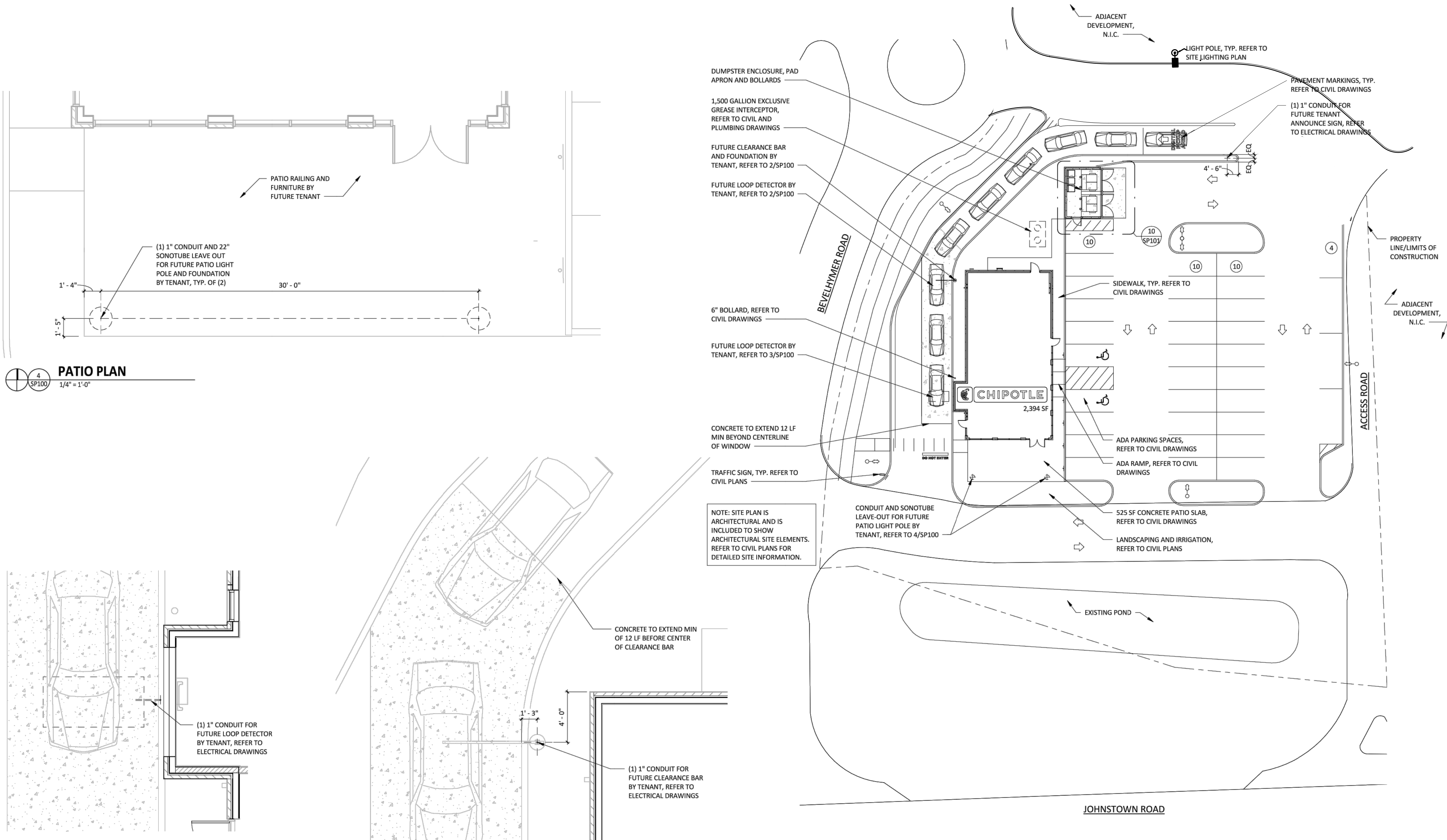
Revisions:

Drawn: CS  
Checked: KM

Project No.: NST009

Contents:  
ARCHITECTURAL SITE PLAN

SP100



PATIO PLAN  
1/4" = 1'-0"

ARCHITECTURAL SITE PLAN DIMENSIONED  
1/4" = 1'-0"

ARCHITECTURAL SITE PLAN DIMENSIONED  
1/4" = 1'-0"

ARCHITECTURAL SITE PLAN  
1" = 20'-0"



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<u>09/16/22</u>	<u>PLANNING SUBMITTAL</u>

[illegible]

Drawn:	Checked:
CS	KM

Project No.

NST009

Contents:

# A100



1.	SEE STRUCTURAL DRAWINGS FOR LOCATIONS AND SIZE OF STRUCTURAL ROOF REINFORCEMENTS.
2.	SEE TENANT PLANS FOR ROOFTOP EQUIPMENT.
3.	PROVIDE TAPERED INSULATION CRICKETS AS SHOWN IN PLANS.

red

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[illegible]

Project No.

NST009

ARCHITECTURAL  
ROOF PLAN

Architectural drawing of a roof deck layout. The drawing shows a rectangular roof area with various structural elements, drainage, and equipment placement. Key features include:

- Structural Elements:** Wood trusses below, plywood deck and wood trusses exposed in tenant's dining area, and metal coping.
- Drainage:** Primary roof drain (refer to plumbing drawings and details on this sheet), overflow roof drain (refer to A100 and plumbing drawings), and a rain water leader.
- Equipment:** Future rooftop equipment by tenant, exterior roof ladder, and a prefinished metal canopy.
- Dimensions:** Overall dimensions of 57' - 1 5/8" and 55' - 9 5/8". Specific dimensions include 2' - 0" min. to edge of tapered area, 10' - 6 1/2" canopy, and 9' - 1 3/8" canopy.
- Notes:**
  - NOTE: DURO-LAST MEMBRANE MUST EXTEND BEHIND THE INSIDE OF THE CLAMPING RING. BE SURE THE OPENING WHERE WATER PASSES THROUGH THE MEMBRANE IS NOT SMALLER THAN THE OPENING OF THE DRAIN.
  - NOTE: DURO-LAST MEMBRANE MUST EXTEND BEHIND THE INSIDE OF THE CLAMPING RING. BE SURE THE OPENING WHERE WATER PASSES THROUGH THE MEMBRANE IS NOT SMALLER THAN THE OPENING OF THE DRAIN.

**2**  
**A140** **ROOF DRAIN DETAIL**  
1 1/2" = 1'-0"

**ROOF PLAN**  
 $\frac{1}{4}'' = 1'-0''$



GENERAL NOTES

1. EXTERIOR SIGNAGE TO BE INSTALLED BY TENANT AT FUTURE DATE. GC TO PROVIDE AREA BLOCKING. COORDINATE WITH TENANT'S SIGN VENDOR.

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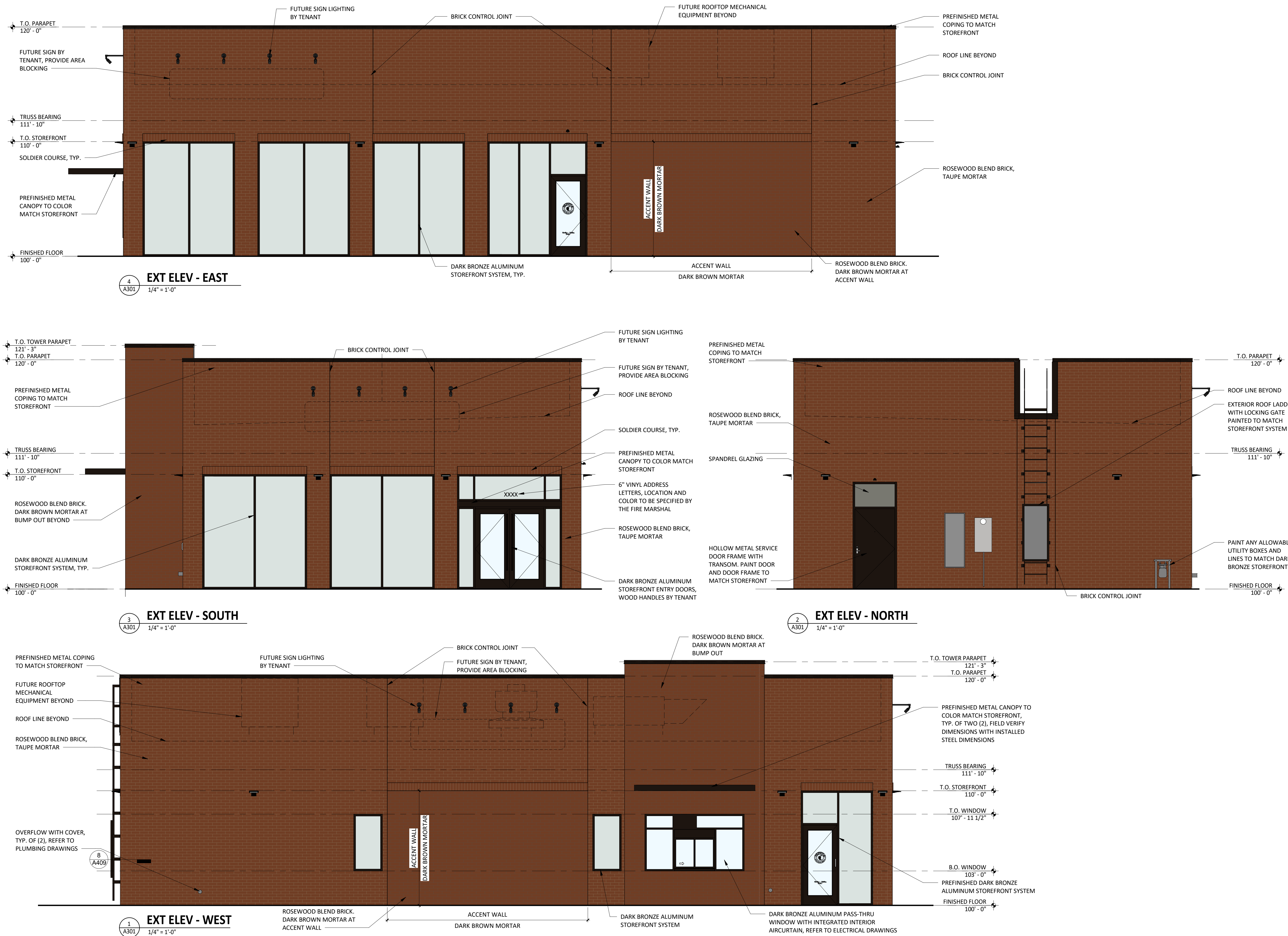
Revisions:	

Drawn:	Checked:
CS	KM

Project No.
NST009

Contents:  
EXTERIOR  
ELEVATIONS

A301





## EXTERIOR MATERIALS

## BRICK / MORTAR



GROUT COLOR NOT REPRESENTATIVE IN ABOVE IMAGE

**BRICK**  
**MANUFACTURER:** BELDEN BRICK  
**SIZE:** JUMBO STANDARD MOLDED  
**COLOR:** ROSEWOOD BLEND

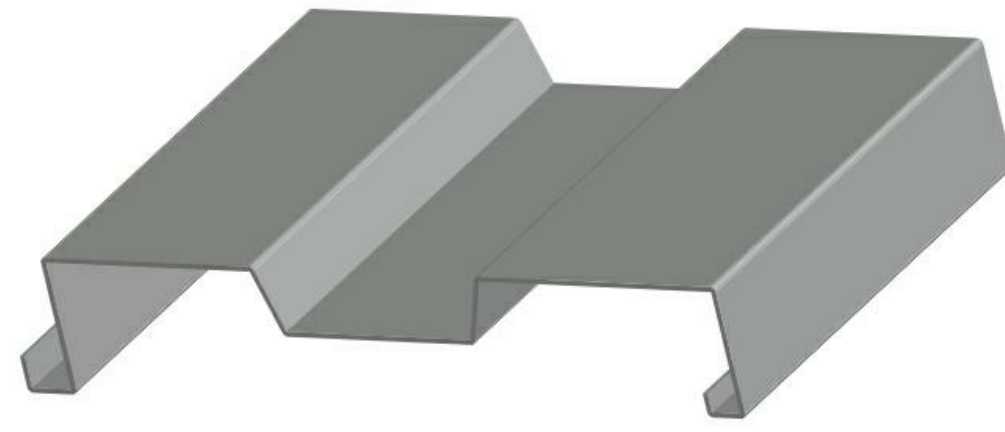
**MORTAR:**  
MANUFACTURER: SPECTRUM  
MODEL: CUSTOM COLORED PORTLAND & LIME CEMENT  
COLOR: TAUPE

MORTAR (ACCENT WALL):  
MANUFACTURER: SPECTRUM \

MODEL: CUSTOM COLORED PORTLAND & LIME CEMENT

COLOR: DARK BROWN

METAL WALL PANEL



COLOR: MIDNIGHT BRONZE

MANUFACTURER: MBCI  
 SERIES: SHADOW RIB - 3" DEEP, CONCEALED FASTENERS  
 COLOR: MIDNIGHT BRONZE

METAL TRIM



COLOR: MIDNIGHT BRONZE

MANUFACTURER: DUROLAST/EXCEPTIONAL METALS  
 SERIES: SNAP COPING WALL METAL CAP  
 COLOR: MIDNIGHT BRONZE

## STOREFRONT



COLOR: DARK BRONZE

MANUFACTURER: KAWNEER  
 SERIES: TRIFAB 601T - 2X6, THERMAL, CENTER SET  
 TRIFAB FG 451T - 2X4 1/2, THERMAL, FRONT SET  
 COLOR: DARK BRONZE (ANODIZED)

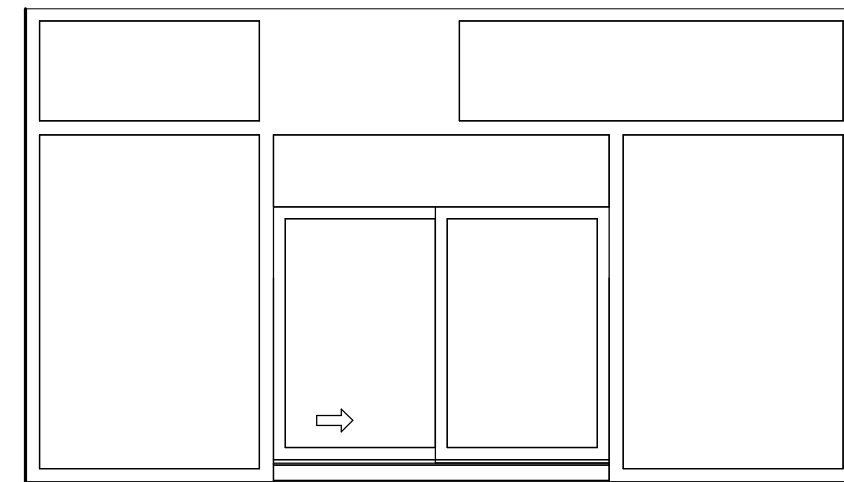
## METAL CANOPY



COLOR: DARK BRONZE

MANUFACTURER: ARCH-FAB  
COLOR: DARK BRONZE

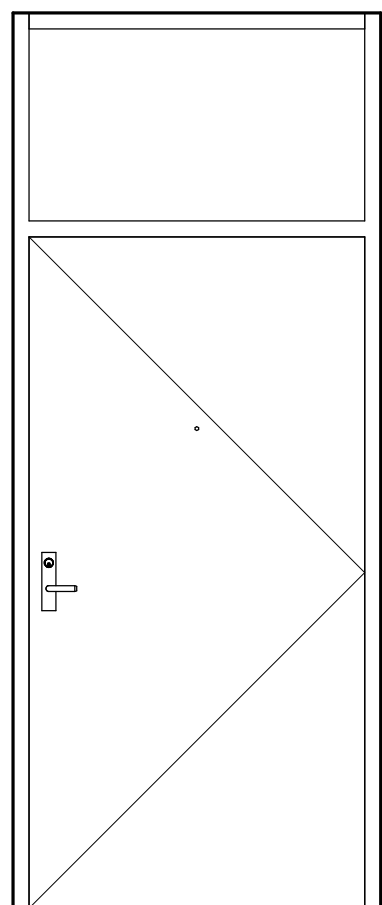
PICK UP WINDOW



COLOR: DARK BRONZE

MANUFACTURER: QUIK-SERV  
SERIES: CUSTOM - SST-4035E-CHIPOTLE  
COLOR: DARK BRONZE (ANODIZED)

## DOORS



HOLLOW METAL DOOR  
COLOR: PAINT TO MATCH STOREFRONT

COLOR: PAINT TO MATCH STOREFRONT

## LIGHTING



MANUFACTURER: RAB  
SERIES: WPLED10Y  
COLOR: BLACK

Consultant:

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<u>05/18/22</u>	<u>BUSINESS PARK SUBMITTAL</u>
<u>09/16/22</u>	<u>PLANNING SUBMITTAL</u>

**A** Revisions:

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Drawn: \_\_\_\_\_  
CS

Checked: \_\_\_\_\_  
KM

Project No.

NST009

Contents:

## EXTERIOR MATERIALS

A302

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Drawn:	Checked:
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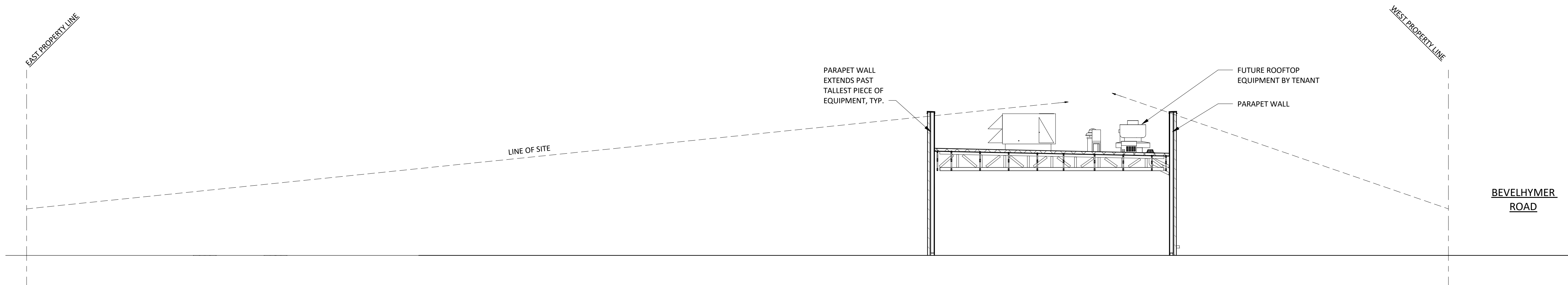
Project No.

NST009

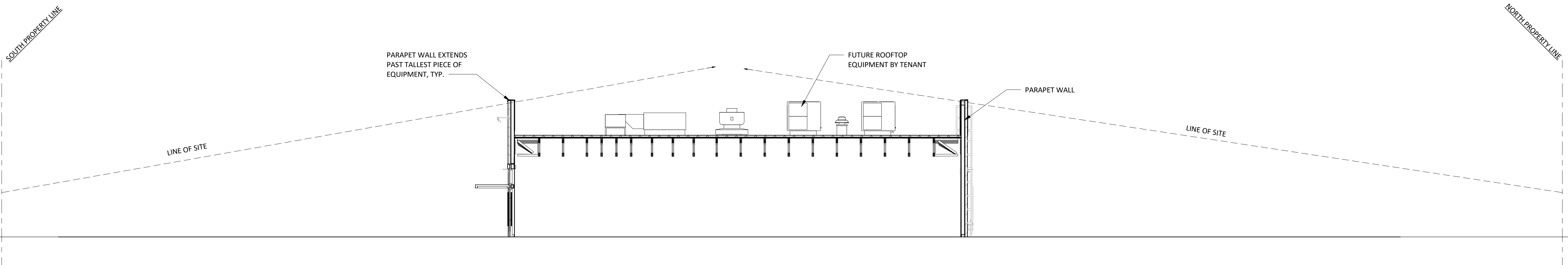
Contents:

## ROOFTOP EQUIP. SCREENING

# A303

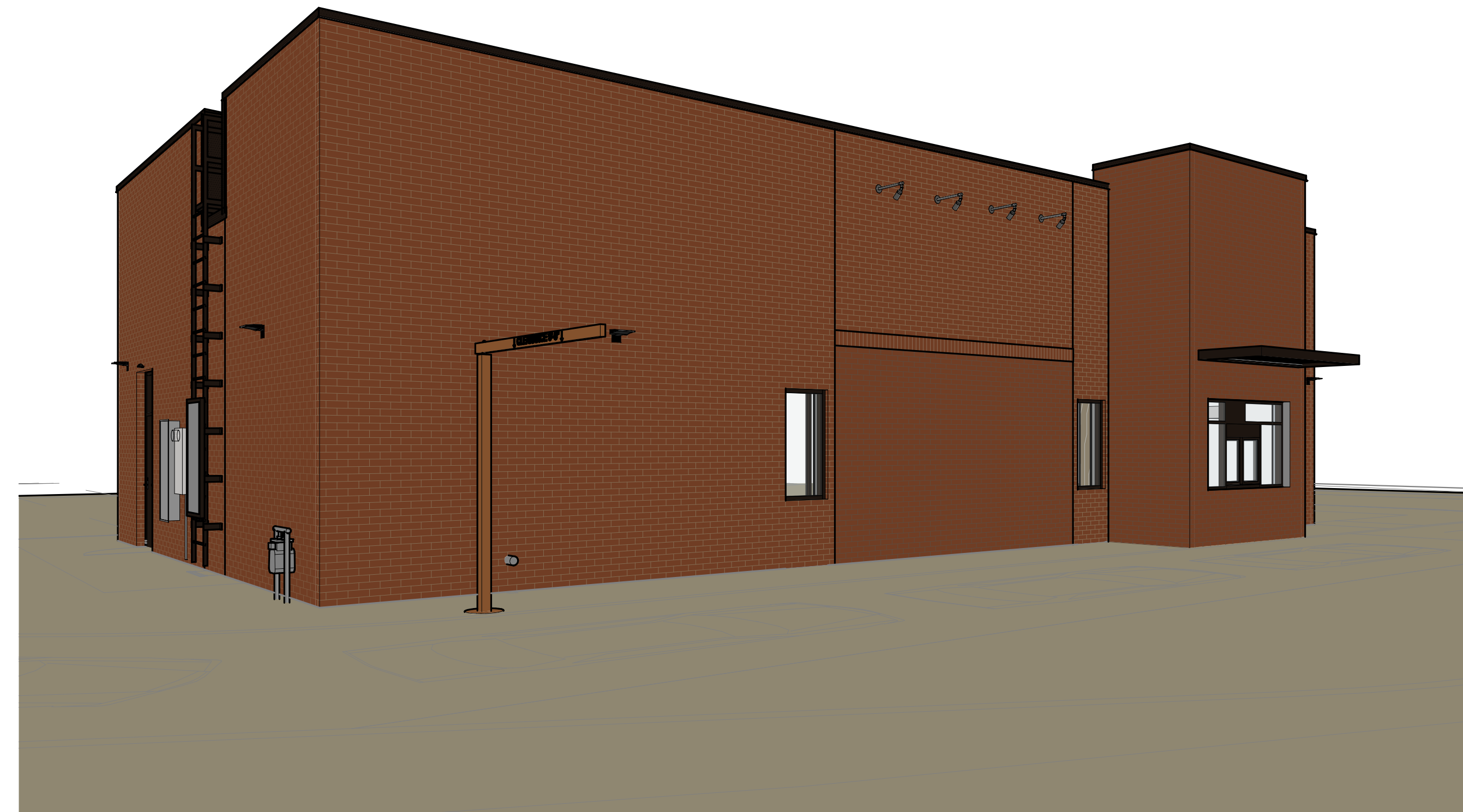


**SITE DIAGRAM - ROOF SCREENING**



**SITE DIAGRAM - ROOF SCREENING**





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Issue Record:

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CS	KM

Project No.  
NST009

Contents:

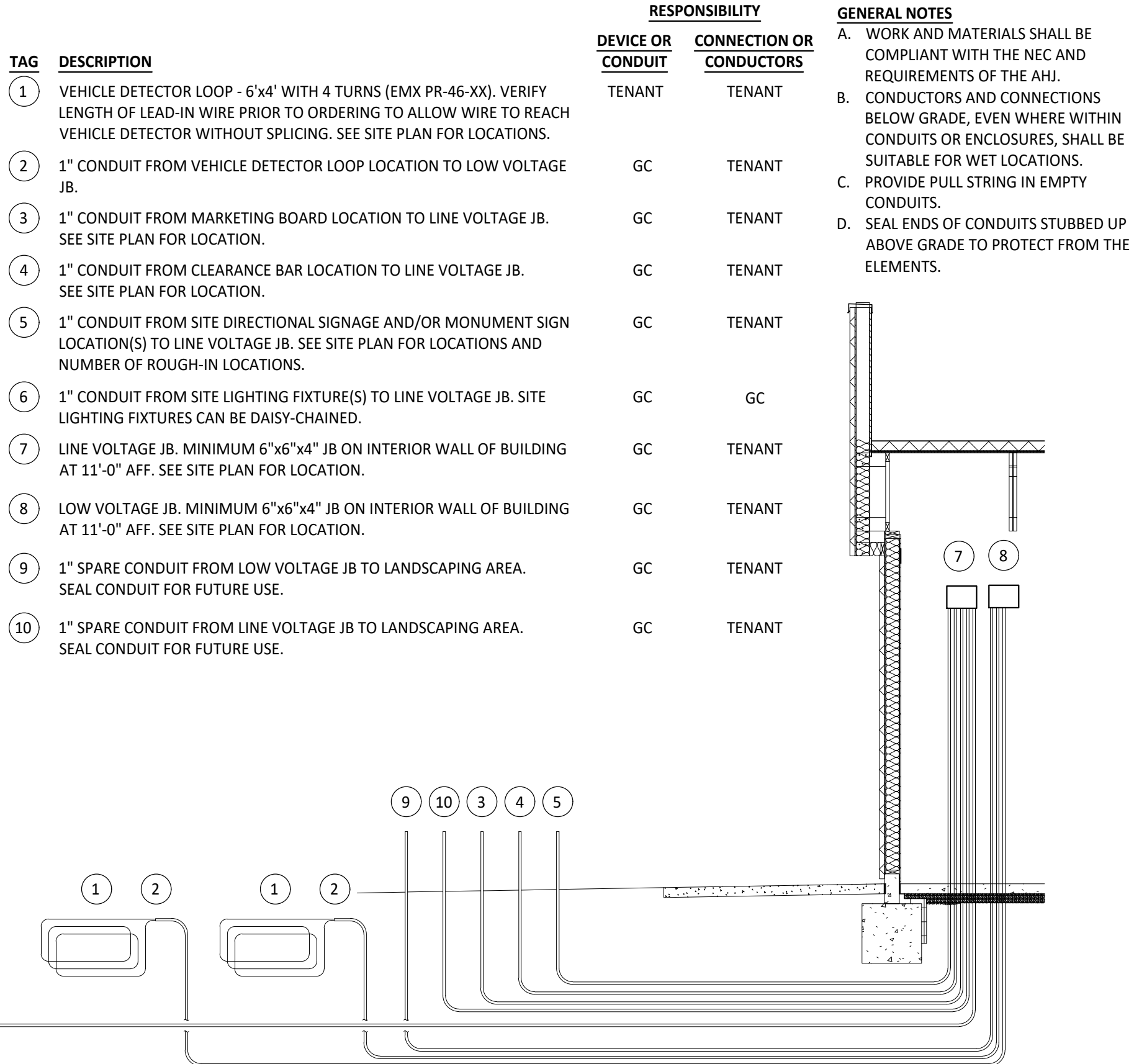
## EXTERIOR PERSPECTIVES

A901



ABBREVIATIONS			
(A)	EXISTING TO BE ABANDONED	INC	INCANDESCENT
(D)	EXISTING TO BE DEMOLISHED	KVA	KILOVOLT AMPERE
(E)	EXISTING TO REMAIN	KW	KILOWATT
(F)	FUTURE	LTG	LIGHTING OR LIGHT
(R)	EXISTING TO BE RELOCATED	LRA	LOCKED ROTOR AMPS
A	AMPERE	MCA	MAXIMUM CURRENT AMPACITY
AC	ALTERNATING CURRENT OR AIR CONDITIONER	MCB	MAIN CIRCUIT BREAKER
AFF	ABOVE FINISHED FLOOR	MCC	MOTOR CONTROL CENTER
AFG	ABOVE FINISHED GRADE	MDP	MAIN DISTRIBUTION PANEL
AIC	AMPS INTERRUPTING CAPACITY	MLO	MAIN LUGS ONLY
ANNC	ANNUNCIATOR	MOC	MAXIMUM OVERCURRENT PROTECTION
AWG	AMERICAN WIRE GAUGE	MSB	MAIN SWITCHBOARD
BPS	BOLTED PRESSURE SWITCH	MH	METAL HALIDE
C	CONDUIT	MTS	MANUAL TRANSFER SWITCH
CB	CIRCUIT BREAKER	NAC	NOTIFICATION APPLIANCE CIRCUIT
CCTV	CLOSED CIRCUIT TELEVISION	NC	NORMALLY CLOSED
CKT	CIRCUIT	NO	NORMALLY OPEN
CM	CONSTRUCTION MANAGER	NF	NON-FUSED
DC	DIRECT CURRENT	OCC	OCCUPANCY
DP	DISTRIBUTION PANELBOARD	PA	PUBLIC ADDRESS
DTT	DOUBLE TWIN TUBE	PB	PULL BOX OR PUSH BUTTON
EB	ELECTRONIC BALLAST	PVC	POLYVINYL CHLORIDE (PLASTIC PIPE)
EC	ELECTRICAL CONTRACTOR	PWR	POWER
EM	EMERGENCY	RECP	RECEPTACLE
EMT	ELECTRICAL METAL TUBING	STP	SHIELDED, TWISTED PAIR
EW	ELECTRIC WATER COOLER	TC	TIME CLOCK
FA	FIRE ALARM	TRT	TRIPLE TUBE
FLA	FULL LOAD AMPS	TYP	TYPICAL
G	GROUND	UNO	UNLESS NOTED OTHERWISE
GC	GENERAL TRADES CONTRACTOR	UTP	UNSHIELDED, TWISTED PAIR
GFCI	GROUND FAULT CIRCUIT INTERRUPTER	V	VOLT
GEN	GENERATOR	W	WATT
HOA	HAND-OFF-AUTOMATIC	WAP	WIRELESS ACCESS POINT
HP	HORSEPOWER	WH	WATTHOUR
HPC	HIGH PRESSURE CONTACT SWITCH	WP	WEATHERPROOF, NEMA 3R UNO
HZ	HERTZ	XFMR	TRANSFORMER
IG	ISOLATED GROUND	Z	IMPEDANCE
IMC	INTERMEDIATE METAL CONDUIT	Φ	PHASE

LIGHTING LEGEND		ELECTRICAL LEGEND	
TAG	DESCRIPTION	DETAIL	DESCRIPTION
W	WALL SCONCE	W	DUPLEX RECEPTACLE - WITH WEATHERPROOF COVER & GFCI
E	EXIT/EMERGENCY LIGHT W/ BATTERY PACK AND DUAL HEADS	A	BRANCH CIRCUIT HOME-RUN WITH CIRCUIT NUMBER
E	EXIT/EMERGENCY LIGHT WITH BATTERY PACK	J	JUNCTION BOX
E	EXIT LIGHT (SURFACE MOUNTED)	D	DISCONNECT - NON FUSED
E	EXIT LIGHT (CEILING MOUNTED)	M	UTILITY METER
E	REMOTE EMERGENCY HEADS	P	ELECTRICAL PANEL
E	EMERGENCY BATTERY PACK AND DUAL HEADS		



**CONDUITS AND WIRING NOTE:**

ALL WIRING RUN THROUGH TENANT'S EXPOSED CEILING SHALL BE IN EMT OR IMC AND RUN TIGHT TO THE DECK OR EITHER PARALLEL OR PERPENDICULAR TO MAIN ENTRY STOREFRONT. THERE SHALL BE NO DIAGONAL RUNS AND ALL CONDUITS SHALL BE IN STRAIGHT LINES.

**GENERAL NOTES:**

A. ALL WORK TO COMPLY TO ALL STATE, LOCAL, NEC, & NFPA CODES.

B. ELECTRICAL CONTRACTOR TO VISIT THE SITE PRIOR TO SUBMITTING A BID & INCLUDE IN THEIR BID ANY ITEMS NECESSARY FOR A COMPLETE & OPERATIONAL SYSTEM.

C. DRAWINGS ARE SCHEMATIC IN NATURE. ELECTRICAL CONTRACTOR IS TO ADD ANY ITEMS THAT ARE REQUIRED FOR A COMPLETE & OPERATIONAL SYSTEM IN THEIR PROPOSAL.

D. ELECTRICAL CONTRACTOR IS TO COORDINATE THEIR INSTALLATION WITH THE OTHER TRADES. IF A CONFLICT OCCURS AND IT IS DUE TO THE ELECTRICAL CONTRACTOR'S LACK OF COORDINATION, ALL WORK INVOLVED IN RESOLVING THE CONFLICT WILL BE AT THE EXPENSE OF THE ELECTRICAL CONTRACTOR.

E. ELECTRICAL CONTRACTOR TO PAY ALL FEES AND PERMITS.

F. SEE ARCHITECTURAL DRAWINGS FOR PATIO CONDUIT DETAIL. COORDINATE PRIOR TO ROUGH-IN.

G. ANY MC CABLE MUST BE RUN IN WALL. ALL CONDUIT OUTSIDE OF WALL TO BE EMT.

H. CANOPY LIGHTING CONDUIT SHALL BE RUN IN MC CABLE.

I. NO LIGHTING SUBSTITUTIONS.

**CODING NOTES:**

1. VEHICLE LOOP. REFER TO DETAIL 2 THIS SHEET FOR FURTHER INFORMATION. REFER TO CIVIL AND ARCHITECTURAL PLANS FOR CONTINUATION.

2. DIGITAL MARKETING BOARD. REFER TO DETAIL 2 THIS SHEET FOR FURTHER INFORMATION.

3. CLEARANCE BAR. REFER TO DETAIL 2 THIS SHEET FOR FURTHER INFORMATION.

4. MONUMENT SIGN. REFER TO DETAIL 2 THIS SHEET FOR FURTHER INFORMATION.

5. PATIO LIGHTING BY TENANT. REFER TO ARCHITECTURAL PLANS AND ARCHITECTURAL POLE BASE DETAIL FOR EXACT LOCATION AND FURTHER INFORMATION. PULL 1" EMPTY CONDUIT WITH PULLSTRING TO LINE VOLTAGE JB.

6. PATIO LIGHTING LINE VOLTAGE JB FOR FUTURE CONNECTION WITHIN BUILDING BY TENANT.

7. LOW VOLTAGE JB. REFER TO DETAIL 2 THIS SHEET FOR FURTHER INFORMATION.

8. LINE-VOLTAGE JB. REFER TO DETAIL 2 THIS SHEET FOR FURTHER INFORMATION.

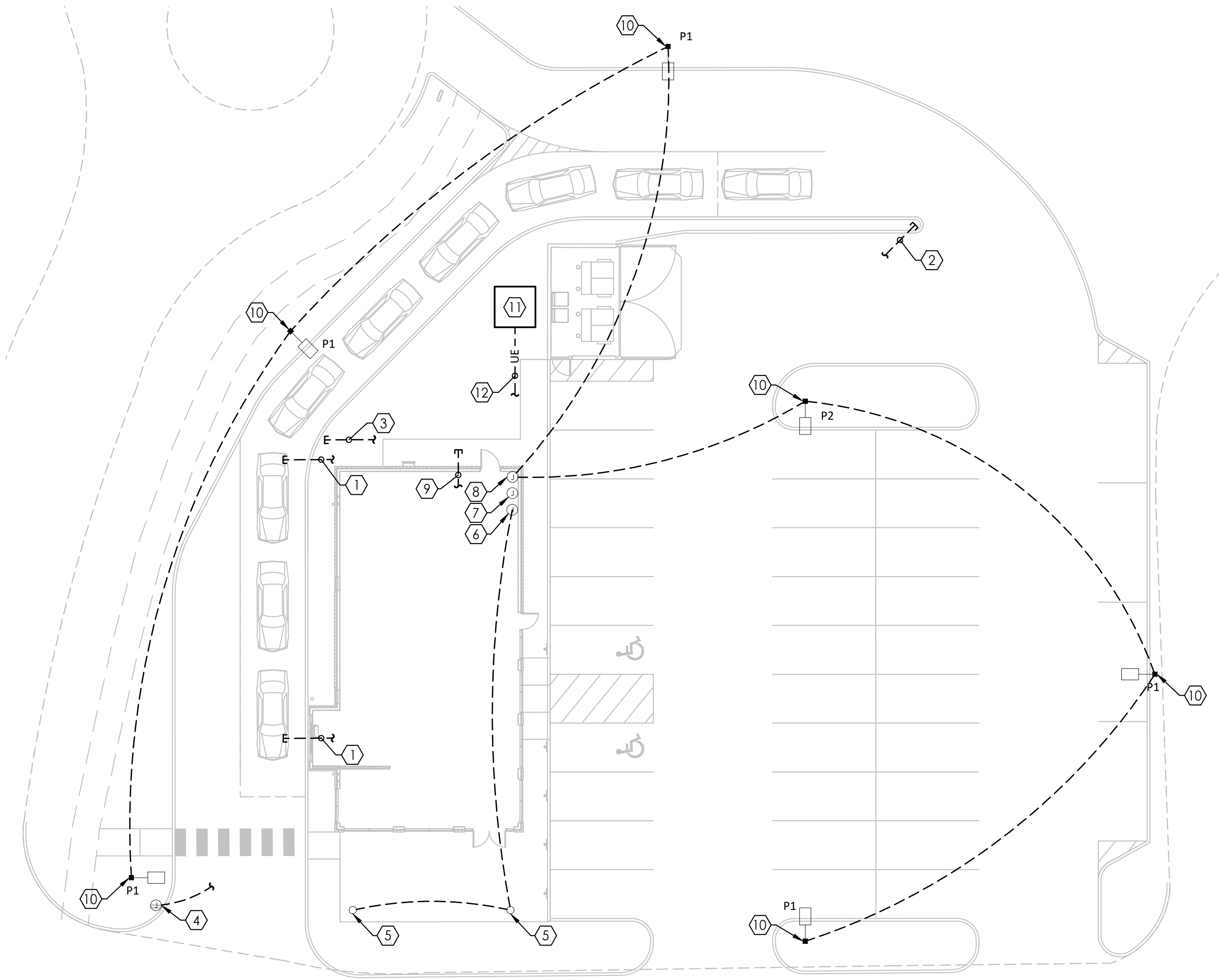
9. PROVIDE (2) SPARE 1" EMPTY CONDUIT WITH PULLSTRING THROUGH FOUNDATION WALL OUT REAR OF BUILDING, CAPPED AND TERMINATED ABOVE CEILING. RUN TIGHT TO STRUCTURE. COORDINATE EXACT LOCATION FOR STUB UP WITH TENANT.

10. PROVIDE PARKING AREA LIGHT PER SCHEDULE. REFER TO POLE BASE DETAIL ON SHEET E400 FOR FURTHER INFORMATION. PROVIDE CONDUIT TO LINE VOLTAGE JB.

11. UTILITY COMPANY PROVIDED PAD MOUNTED TRANSFORMER. COORDINATE SPECIFICATIONS AND LOCATION WITH LOCAL UTILITY COMPANY PRIOR TO BID.

12. UNDERGROUND SECONDARY ELECTRIC. SEE ONE LINE DIAGRAM & FLOOR PLAN FOR FURTHER INFORMATION.

**2 SITE CONDUIT DETAIL**  
N.T.S.



Northstar Realty LLC

CMG JOHNSTOWN RD. SHELL  
TBD JOHNSTOWN RD.  
NEW ALBANY, OH 43054



PHOTOMETRIC PLAN  
ELECTRICAL SHELL

E110



CHIPOTLE STORE #4475  
10014 JOHNSTOWN RD  
NEW ALBANY, OHIO

Job Number: 29482

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 **broadwaynational**

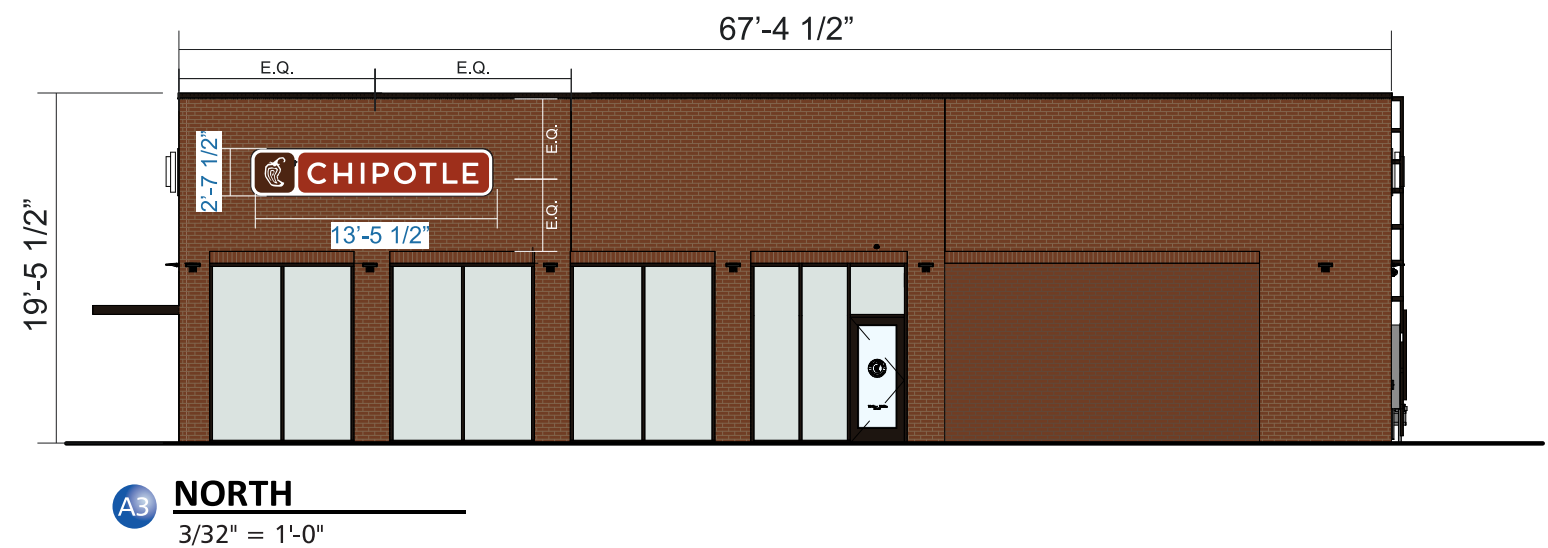
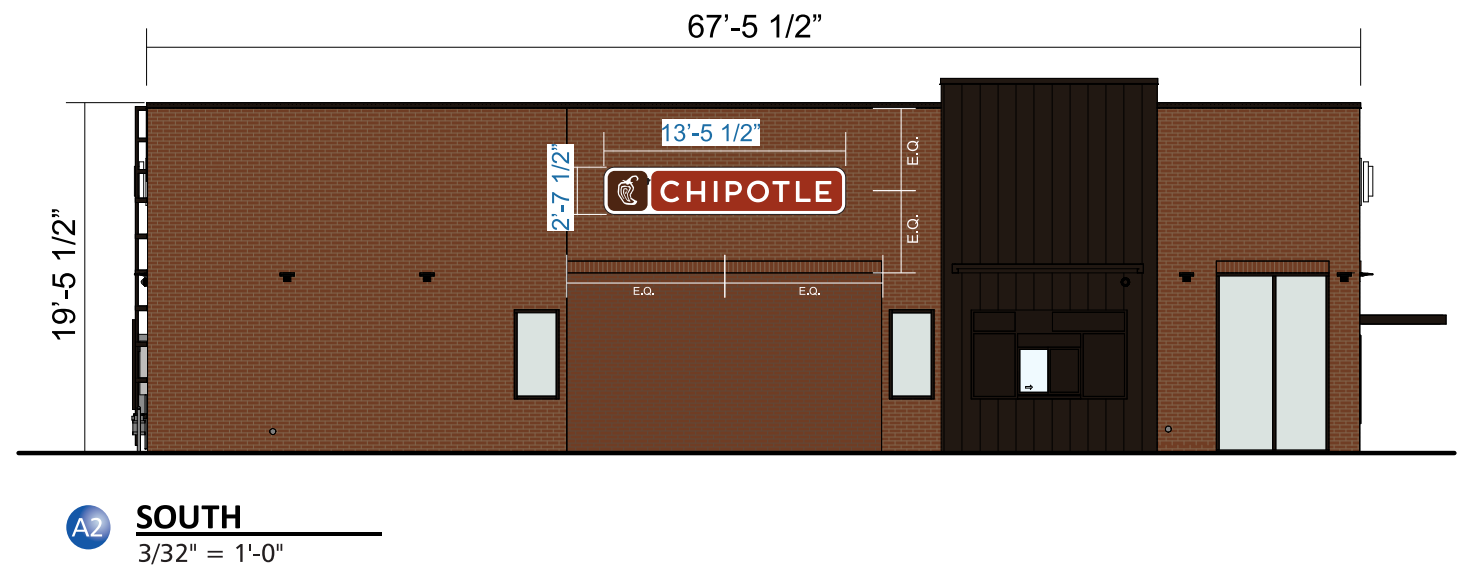


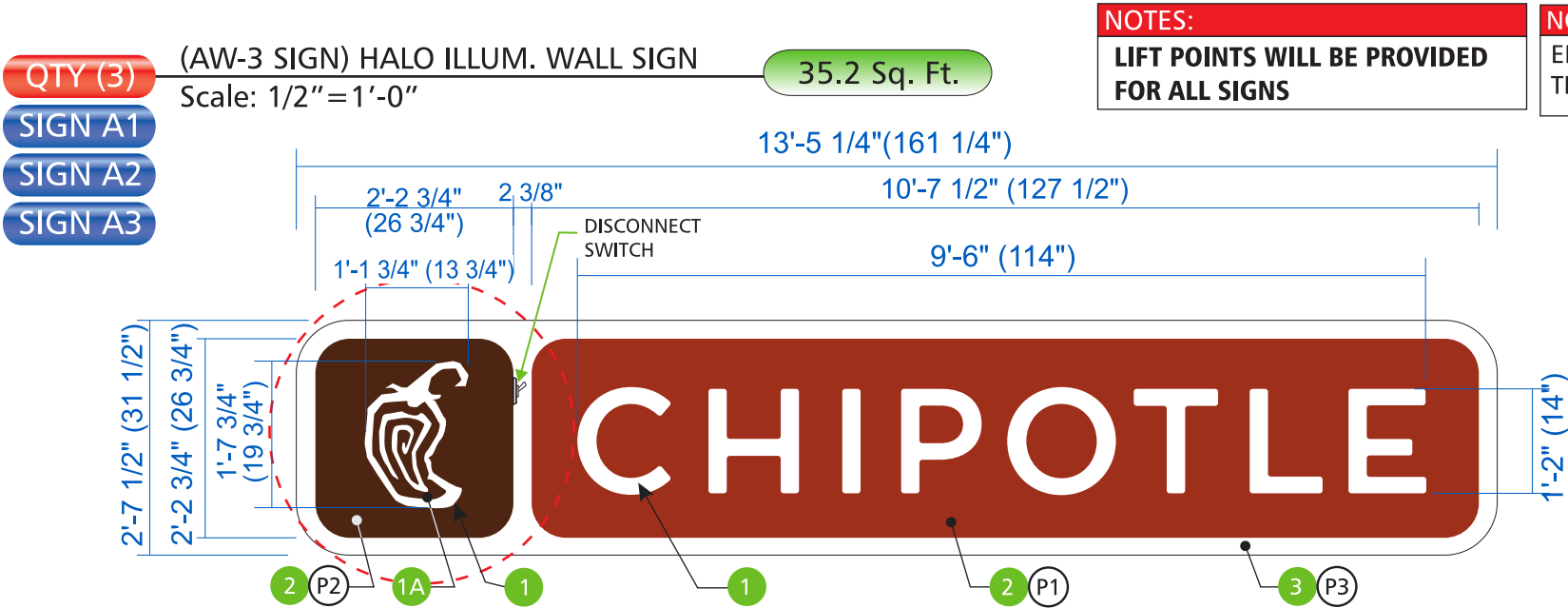






SIGN KEY	
A1	(AW-3 SIGN) HALO ILLUMINATED CHANNEL LETTER WALL SIGN
A2	(AW-3 SIGN) HALO ILLUMINATED CHANNEL LETTER WALL SIGN
A3	(AW-3 SIGN) HALO ILLUMINATED CHANNEL LETTER WALL SIGN
B	CLEARANCE BAR
C	ANNOUNCE SIGN
D	MONUMENT SIGN





NOTES:  
LIFT POINTS WILL BE PROVIDED FOR ALL SIGNS

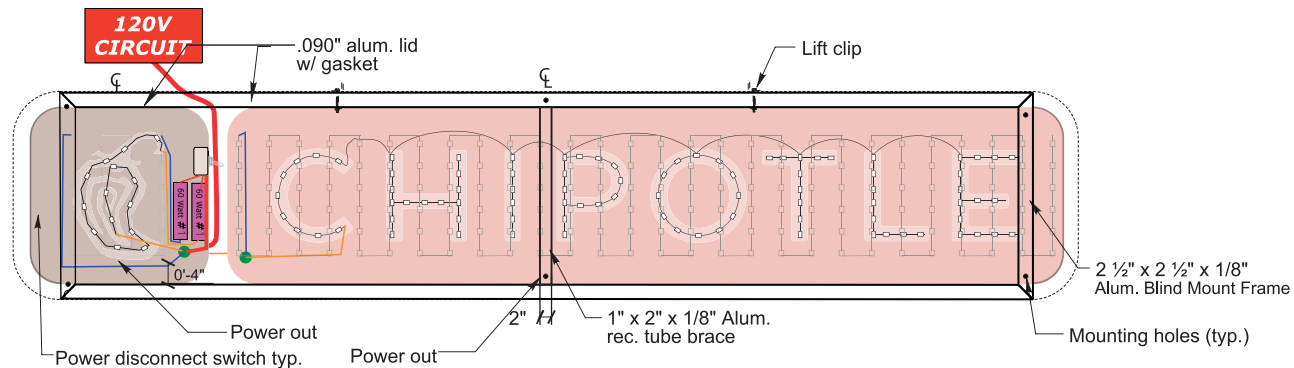
NOTES:  
ELECTRICAL WIRING FROM SIGN WILL BE WIRED INTO THE EXISTING ELECTRICAL SOURCE.

NOTES:  
ALL ELECTRICAL PARTS & ASSEMBLIES UL LISTED APPROVED UL LABELS ATTACHED IF REQUIRED.

NOTES:  
3/4" FIRE TREATED PLYWOOD BLOCKING PROVIDED BY OTHERS

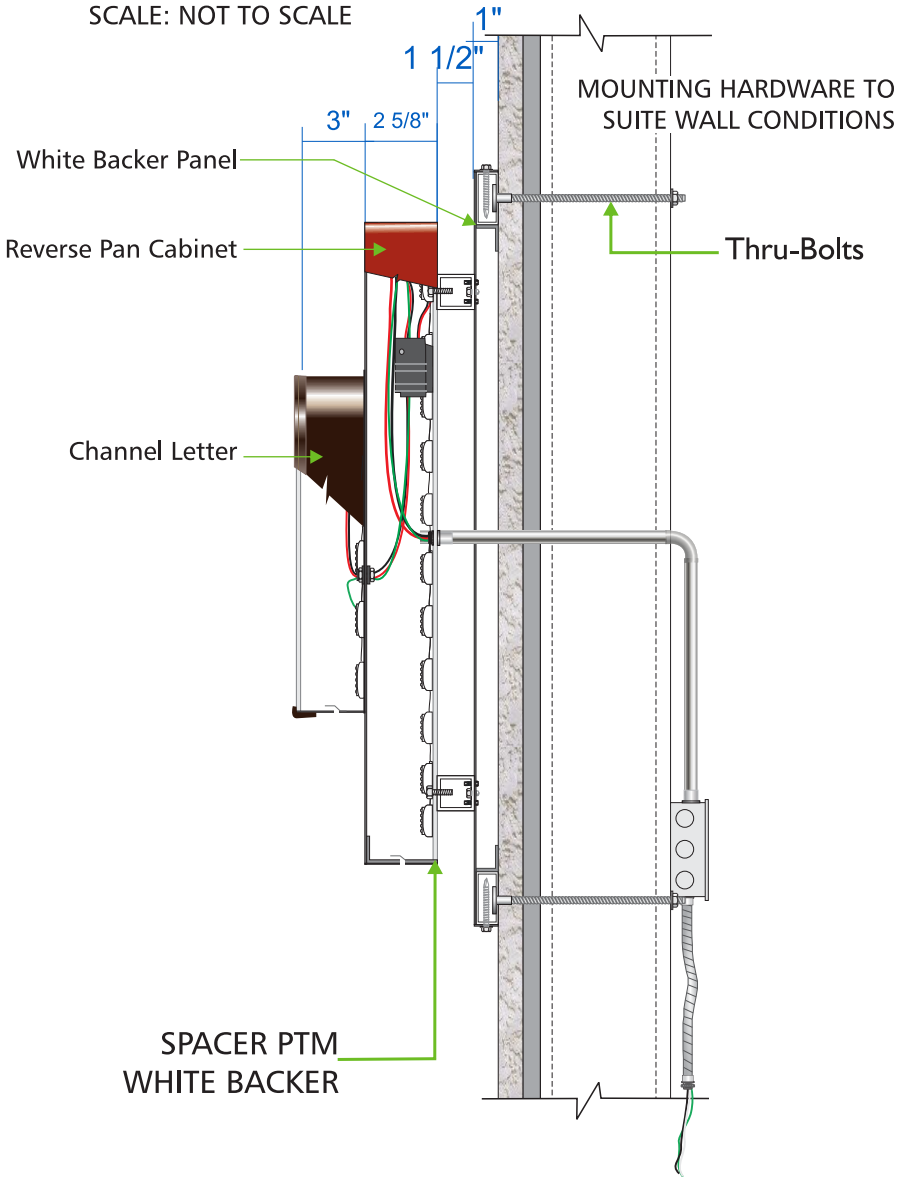


ILLUMINATED RENDERING



Color Key		
PMS#4625C Adobo Brown	PMS#484C Roasted Red	White Acrylic # 7328

SIDE DETAIL  
SCALE: NOT TO SCALE

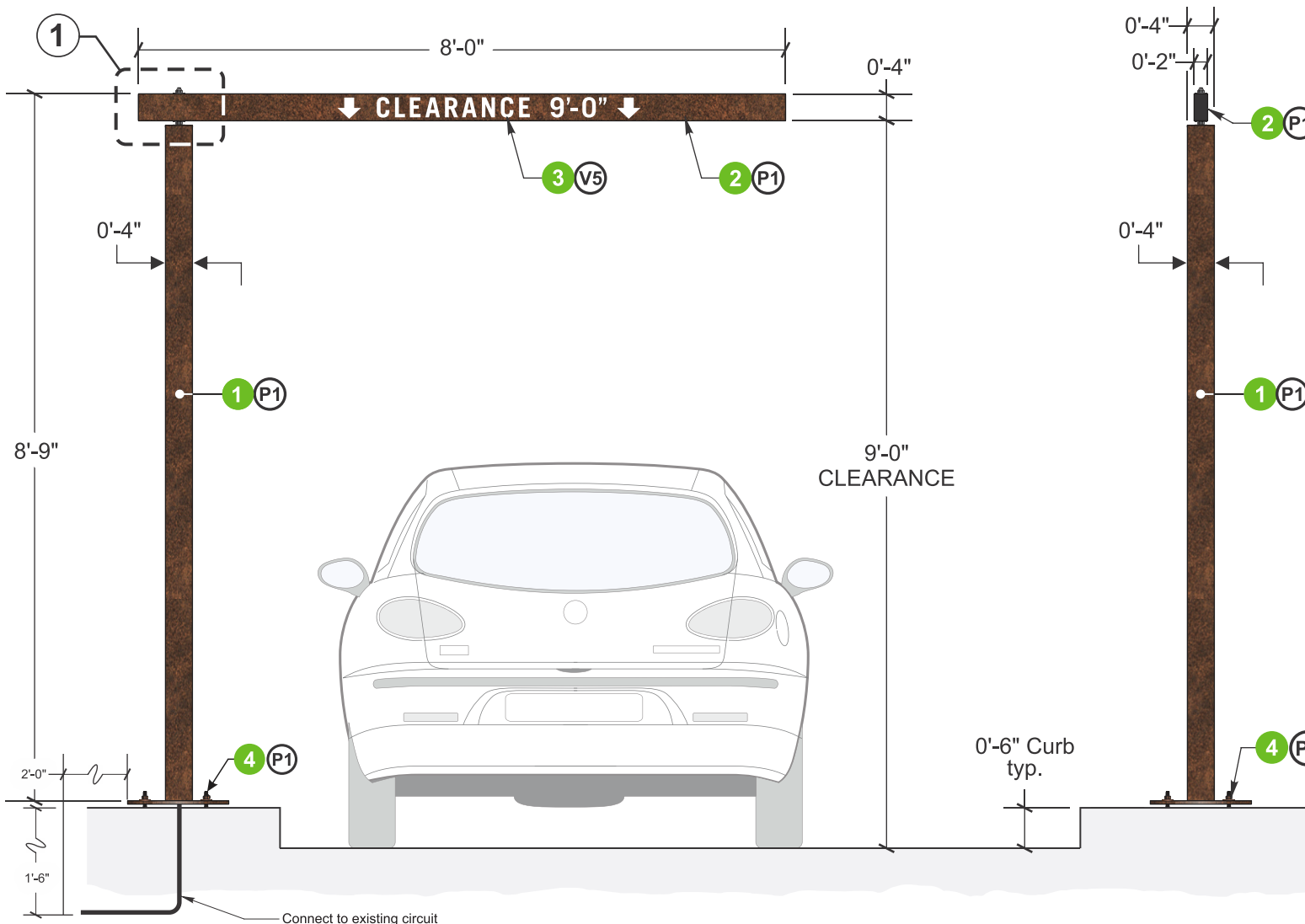
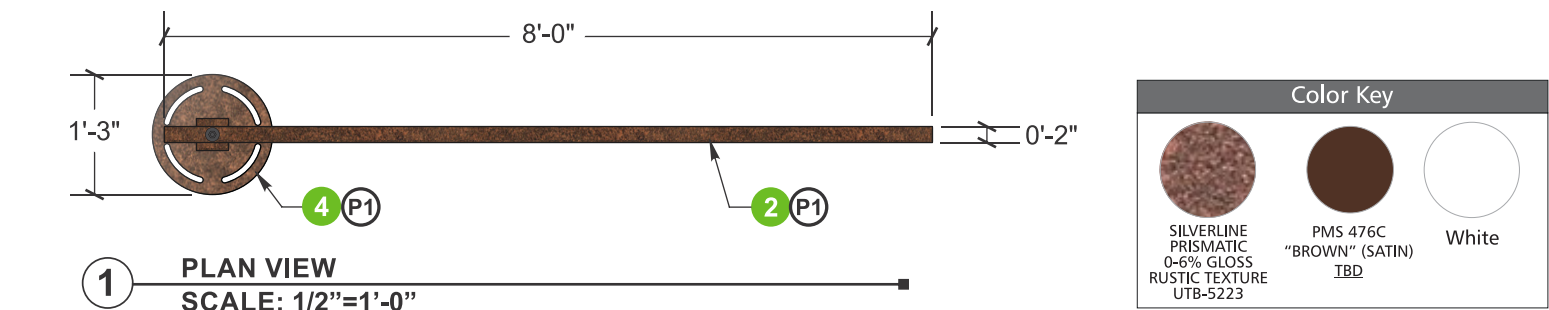


SPECIFICATIONS FOR (1) ILLUMINATED WALL SIGN

- 1 CHANNEL LETTERS "CHIPOTLE" AND PEPPER LOGO  
LETTER TYPE = Face-Lit pan channel letters DEPTH = 3"  
FACES = 3/16" Cyro #2447 Milk-White Acrylic  
1A PEPPER GRAPHIC = 0.40" pre-fin. Adobo brown alum. F.C.O. overlay  
TRIMCAP = 1" Brown Jewelite  
RETURNS = .040" Pre-finished Adobo Brown aluminum (w/ weep holes)  
BACKS = .040 Pre-finished white aluminum  
ILLUMINATION=Sloan Prism Mini White LEDs or equivalent  
MOUNTING=Mount flush to face of cabinets with #10 "blunt" ended screws as req.
- 2 BROWN & RED REVERSE PAN CABINETS  
CABINET=Halo-Lit reverse pan DEPTH = 2 5/8"  
FACE=1/8" Aluminum  
RETURNS=@ Top & bottom: 2 1/2" x 1/8" Alum. angle  
@ Ends/corners: (one piece) 1/8" Alum. hot glue and Versilok to face  
BACK=.150 Clear lexan w/ perimeter angle clips for rev. pan attachment  
ILLUMINATION=Sloan Prism Mini White LEDs or equivalent  
MOUNTING=Mount to backer panel via 1 1/2" x 1 1/8" Alum. sq. tube "spacer bars" using self drilling screws as req.

- 3 WHITEBACKER PANEL  
FACE= 1/8" aluminum-welded returns  
RETURNS=1/8" welded to face  
FRAME= 1" x 2" x 1/8" Aluminum angle frame  
LIFT POINTS= 3/8" steel weld nut attached to top returns  
MOUNTING= Wall frame attached through returns top & bottom
- ELECTRICAL  
PRIMARY=120V by others within 3' of sign prior to install (10'-0" pigtail on back of cabinet)  
SECONDARY=12V LED wired & power supplies inside of cabinets with access panel for future servicing  
POWER DISCONNECT=Toggle switch on cabinet return  
ELECTRICAL HOOK-UP=Final electrical connection to existing 120V AC J-Box

- COLOR SPECIFICATIONS
- P1 P.T.M. PMS #484C "Roasted Red" (Nuance)  
P2 P.T.M. PMS #4625C "Adobo Brown" (Nuance)  
NOTE: Paint all exposed fasteners to match adjacent finish  
P3 P.T.M. White



ELEVATION  
SCALE: 1/2"=1'-0"

NOTES:  
footing must be poured considering base mounting plate of sign is equal with curb height to ensure top of the clearance bar is 9' above grade.

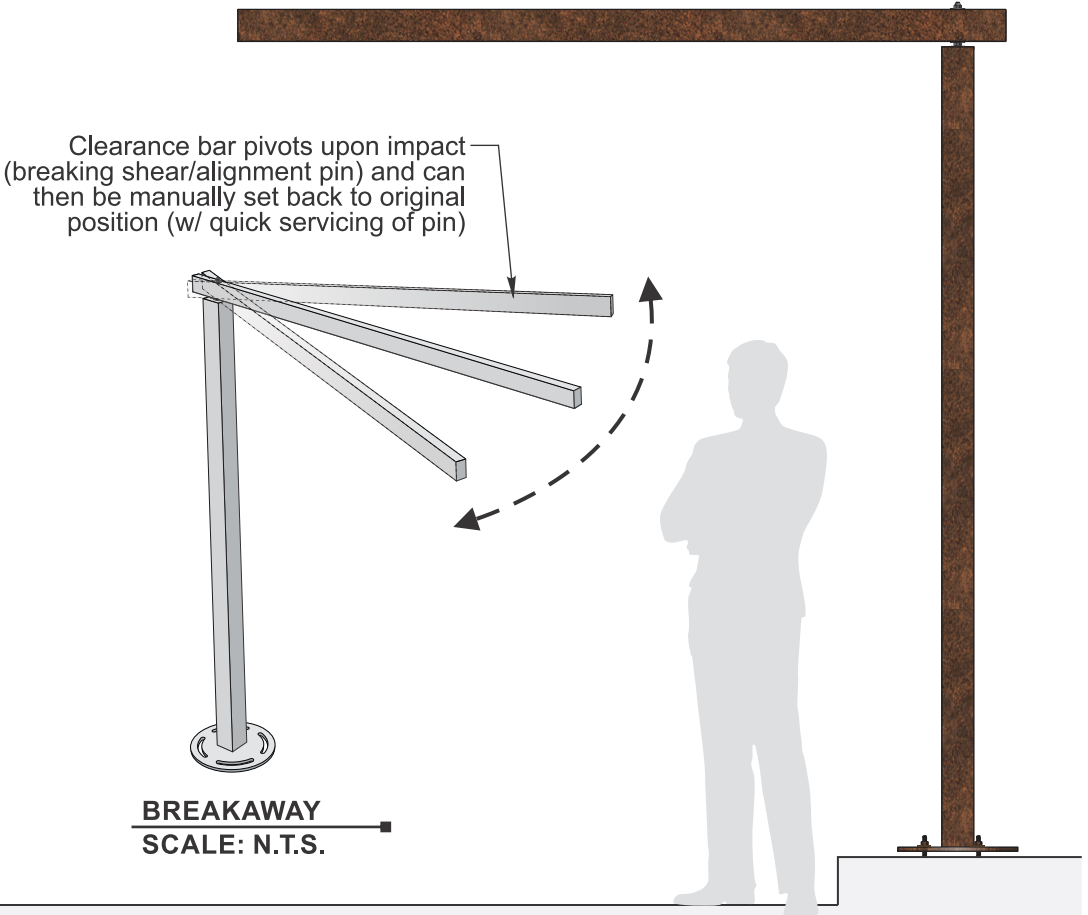
SIDE VIEW  
SCALE: 3/8"=1'-0"

SPECIFICATIONS FOR (1) NON-ILLUMINATED S/F BREAKAWAY CLEARANCE BAR

- POST= 4" x 4" x 1/4" Alum. sq. tube w/ 3/8" alum top plate and pivot
- CLEARANCE BAR= 2" x 4" x 1/8" Alum. rec. tube w/ black PVC end caps
- Graphics: Reflective vinyl overlay  
Breakaway: To minimize damage from impact, the top beam will give way and rotate when struck. Beam can then be manually rotated back to original position  
Note: Rotation from fixed position will break shear/alignment pin which can be easily serviced during realignment of clearance bar
- MOUNTING= Slotted 1/2" alum. base plate attaches to embedded bolts in caisson  
CAISSON= Sonotube form, rebar, and mounting hardware (four 1/2" All-thread welded to 1/8" steel spacer plates w/ washers and leveling nuts)  
Hole for footing plus poured & formed concrete caisson w/ embedded mounting

COLOR SPECIFICATIONS

- (P1) Powder coat IFS Rustic SRBM 90146 (V5) Reflective White Vinyl



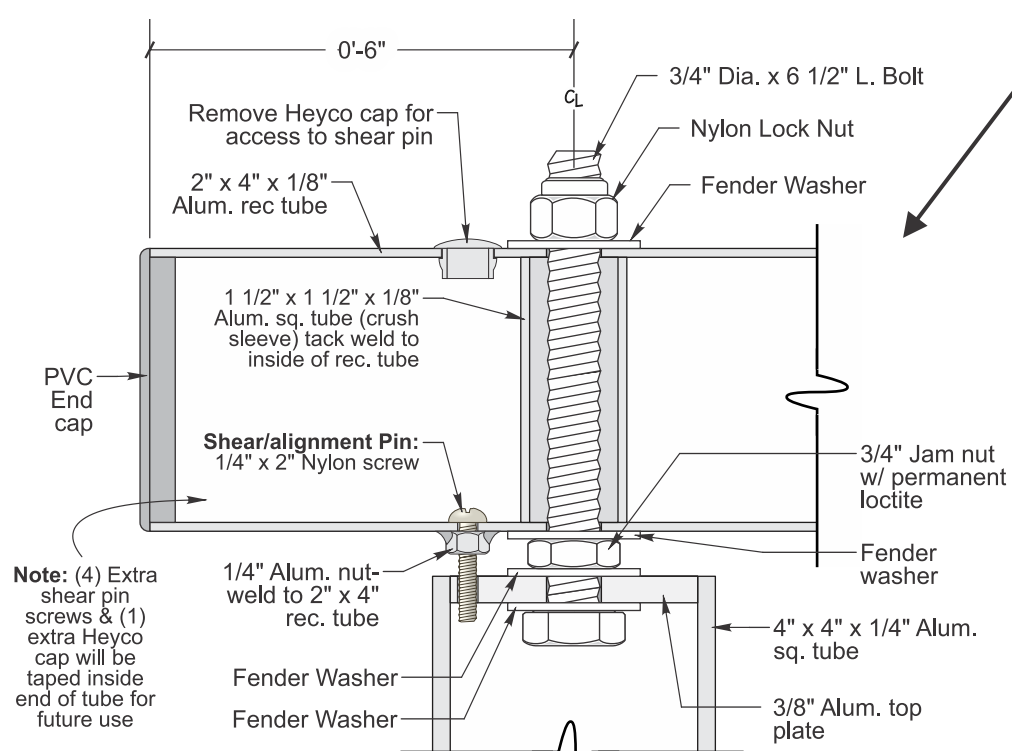
BREAKAWAY  
SCALE: N.T.S.

NOTES:  
REFERENCE DIMENSIONAL ARCHITECTURAL PLAN PRIOR TO STARTING FOUNDATION TO ENSURE PROPER DISTANCE FROM CURB LINE.

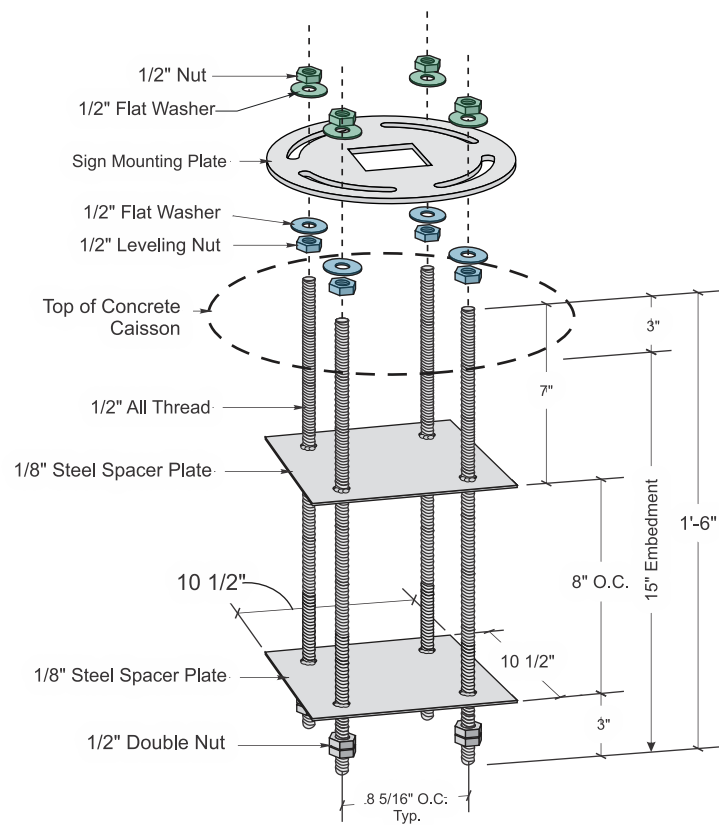
NOTES:  
EXACT FOOTING DIMENSIONS TO BE DETERMINED BY ENGINEER DRAWINGS

SIDE VIEW  
SCALE: 3/8"=1'-0"

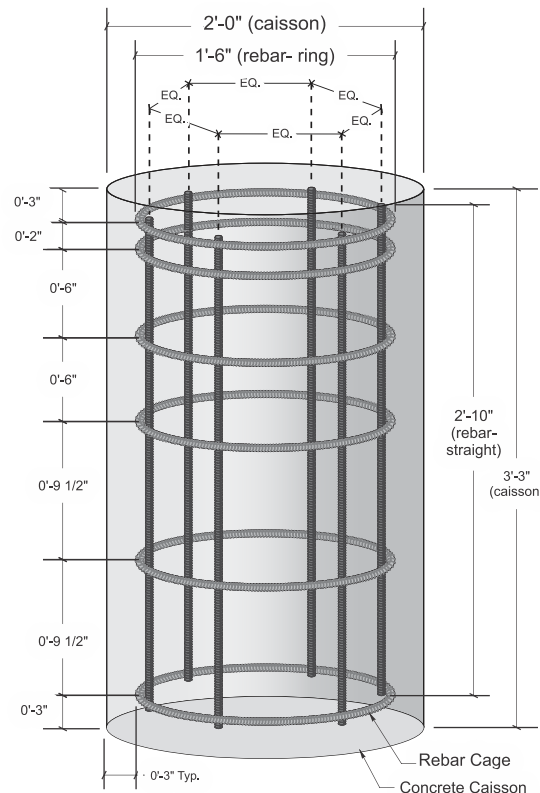




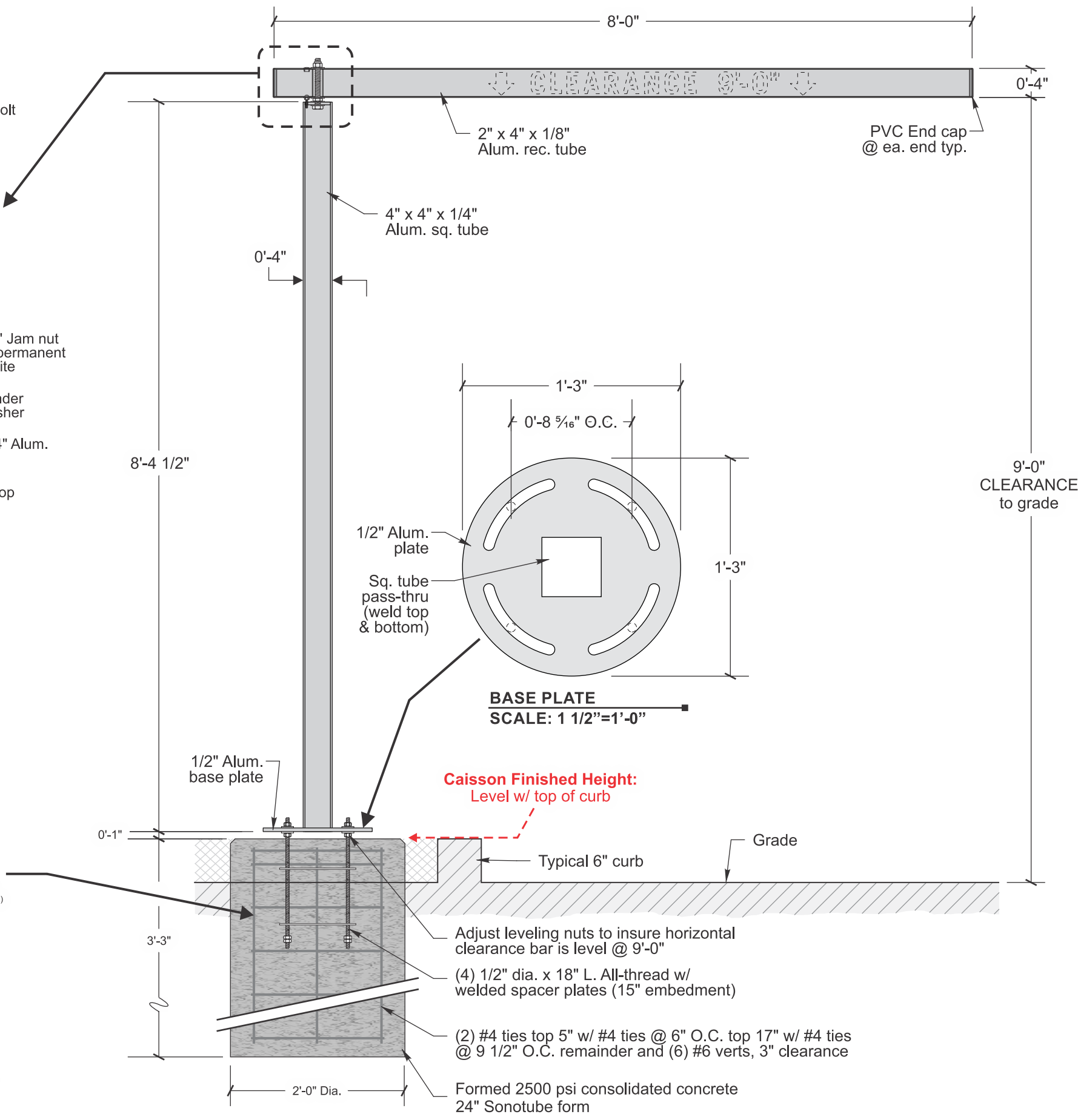
PIVOT/SHEAR PIN DETAIL



ANCHOR BOLT DETAIL  
SCALE: N.T.S.



REBAR CAGE DETAIL  
SCALE: N.T.S.

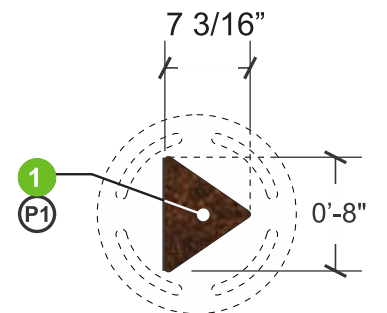


**SIGN C**

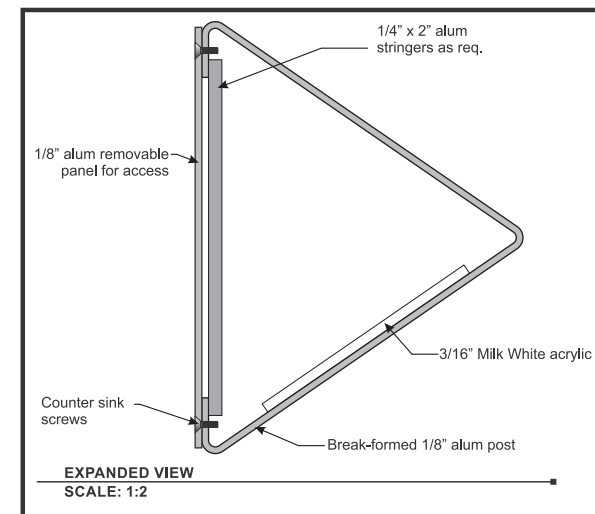
NON-ILLUMINATED DOUBLE-SIDED "CHIPOTLANE" POST w/ DRIVE THRU ANNOUNCE SIGN

Scale: NTS

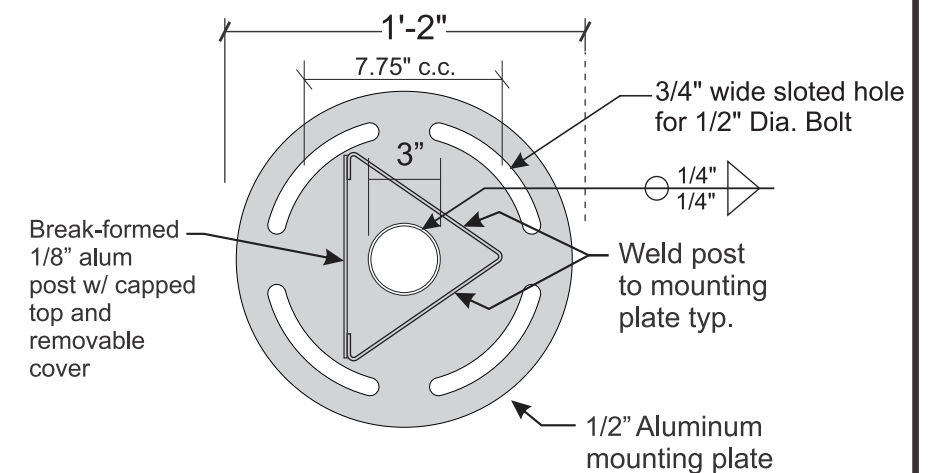
1.50 Sq. Ft.



**PLAN VIEW**  
**SCALE: 3/4"=1'-0"**



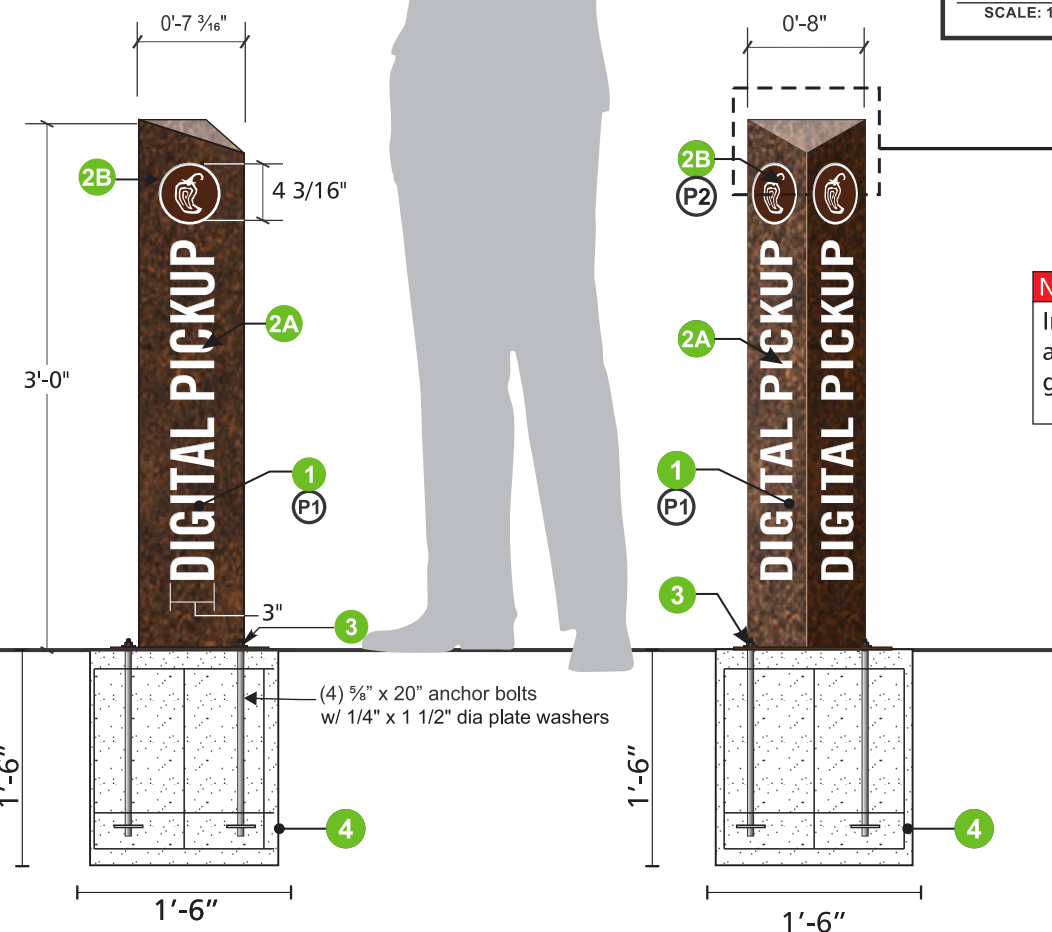
EXPANDED VIEW  
SCALE: 1:2



**MOUNTING PLATE**  
**SCALE: 1 1/2"=1'-0"**

**NOTES:**

REFERENCE ***DIMENSIONAL ARCHITECTURAL PLAN*** PRIOR TO STARTING FOUNDATION TO ENSURE PROPER DISTANCE FROM CURB LINE.



**SIDE ELEVATION**  
**SCALE: 3/4"=1'-0"**

**FRONT ELEVATION**  
**SCALE: 3/4"=1'-0"**

<b>NOTES:</b>
Installer to discuss with GC location of signage and height of sonotube in comparison to finish grade prior to starting footings

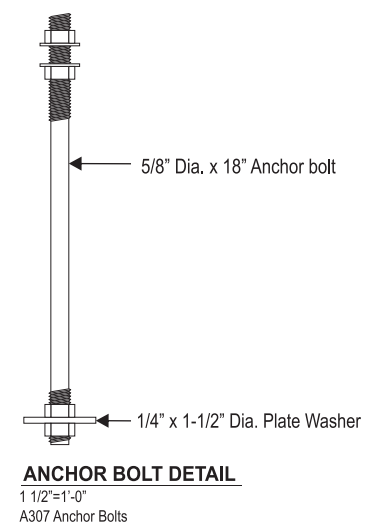
### SPECIFICATIONS FOR (1) NON-ILLUMINATED ANNOUNCE SIGN

- 1 **POST**= Waterjet cut & break-formed 1/8" alum. "post" (w/ capped top) welded to aluminum mounting plate. Removable side panel for access
- 2A **Graphics**: Reverse-cut text w/ 3/16" Milk White acrylic backing
- 2B **Pepper Logo**: First surface applied vinyl
- 3 **MOUNTING**= Post's mounting plate attaches to embedded bolts in caisson
- 4 **CONCRETE**= Concrete caisson & rebar as required

## COLOR SPECIFICATIONS

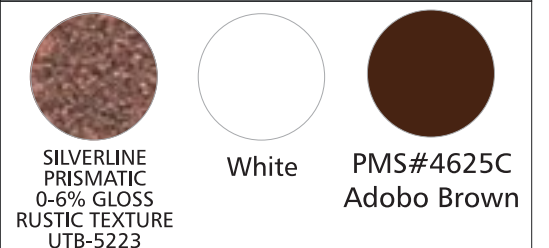
- (P1)** Prismatic Powder coat "Rustic Texture" UTB-5223  
**(P2)** First surface applied vinyl Adobo Brown

**NOTE:** Paint all exposed fasteners to match adjacent finish



**ANCHOR BOLT DETAIL**  
1 1/2"=1'-0"  
A307 Anchor Bolts

### Color Key



100 Davids Drive, Hauppauge, NY 11788

P631.737.3140 F631.737.3160

INTERNAL USE ONLY: 29482 05.16.22 02.00 IB

## DETAIL

# CHIPOTLE

☐ Approved

☐ Approved ☐ Rejected  
☐ Approved with Corrections ☐ Revise and Resubmit

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Rejected☐ Revise and Resubmit

CHIPOTLE STORE #4475

10014 Johnstown Rd

New Albany, Ohio

**MONUMENT SIGN TBD**



**Planning Commission Staff Report  
October 16, 2023 Meeting**

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**COURTYARDS AT HAINES CREEK SUBDIVISION  
FINAL DEVELOPMENT PLAN**

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LOCATION:	Generally located at the northwest corner of the intersection at Central College Road and Jug Street Rd NW (PIDs: 222-005156, 222-005157, 222-005158, 222-005159).
APPLICANT:	EC New Vision Ohio LLC, c/o Aaron L. Underhill, Esq.
REQUEST:	Final Development Plan
ZONING:	Courtyards at Haines Creek I-PUD Zoning District
STRATEGIC PLAN:	Residential District
APPLICATION:	FDP-87-2023

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Review based on: Application materials received September 15, 2023 and October 2, 2023.

*Staff report completed by Chelsea Nichols, Planner.*

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**I. REQUEST AND BACKGROUND**

The application is for a final development plan for a new 151 lot age-restricted subdivision known as “Courtyards at Haines Creek”. There are three combined preliminary and final plat applications for the property on the agenda. However, they will be evaluated under separate staff reports: FPL-88-2021, FPL-91-2023, and FPL-92-2023.

The Planning Commission reviewed the zoning change and preliminary development plan for the property on June 20, 2023 (ZC-07-2023) and the zoning change was adopted by city council on July 18, 2023 (O-84-2023). The final development plan application is generally consistent with the approved preliminary development plan. The subdivision zoning text requires 90% of the homes be age-restricted resulting in 136 age-restricted and 15 non-age-restricted homes.

During the rezoning hearing, the city council approved it with a requirement that the applicant “to perhaps relocate up to four units shown on the preliminary development plan” near the adjacent neighbor along the western boundary line to provide additional tree preservation. Those four homes have been relocated to the northern area of the site and back onto Reserve C.

The Parks and Trails Advisory Board (PTAB) reviewed the proposed development at their October 2, 2023 meeting and recommended approval with conditions. The PTAB placed the following conditions of approval on the application:

1. That the open space amenities shall be installed and included as part of the overall subdivision infrastructure improvements (e.g. streets, utilities, etc.);
2. That the final alignment of the leisure path shall be subject to staff approval;
3. Increase the open space with consideration of the wetland on the adjacent property to the north; and
4. Review the 42k fee in-lieu payment or purchase land within close proximity to the development.

In addition, at the Parks and Trails Advisory Board meeting, the applicant verbally committed to sliding lots 152-155 west to allow pedestrian access at the northeast corner. The Planning Commission will evaluate the lot location as part of this Final Development Plan application.



Staff recommends a condition of approval that the lots on the plat match the lots on the final development plan.

## **II. SITE DESCRIPTION & USE**

The 63.5+/- acre zoning area is located in Franklin County and is made up of four properties. There is one existing barn located on one of the properties. The site is generally located at the northwest corner of the intersection at Central College Road and Jug Street Rd NW. The site is located immediately west of the Licking County line and immediately, north of Agricultural zoned and residentially used properties, and there are unincorporated residentially zoned and used properties to the west and north of the site.

## **III. PLAN REVIEW**

Staff's review is based on New Albany plans and studies, zoning text, and zoning regulations. Primary concerns and issues have been indicated below, with needed action or recommended action in underlined text. Planning Commission's review authority is found under Chapter 1159. The property owners within 200 feet of the property in question have been notified.

The Commission should consider, at a minimum, the following (per Section 1159.08):

*That the proposed development is consistent in all respects with the purpose, intent and applicable standards of the Zoning Code;*

- (a) That the proposed development is in general conformity with the Strategic Plan/Rocky Fork-Blacklick Accord or portion thereof as it may apply;*
- (b) That the proposed development advances the general welfare of the Municipality;*
- (c) That the benefits, improved arrangement and design of the proposed development justify the deviation from standard development requirements included in the Zoning Ordinance;*
- (d) Various types of land or building proposed in the project;*
- (e) Where applicable, the relationship of buildings and structures to each other and to such other facilities as are appropriate with regard to land area; proposed density may not violate any contractual agreement contained in any utility contract then in effect;*
- (f) Traffic and circulation systems within the proposed project as well as its appropriateness to existing facilities in the surrounding area;*
- (g) Building heights of all structures with regard to their visual impact on adjacent facilities;*
- (h) Front, side and rear yard definitions and uses where they occur at the development periphery;*
- (i) Gross commercial building area;*
- (j) Area ratios and designation of the land surfaces to which they apply;*
- (k) Spaces between buildings and open areas;*
- (l) Width of streets in the project;*
- (m) Setbacks from streets;*
- (n) Off-street parking and loading standards;*
- (o) The order in which development will likely proceed in complex, multi-use, multi- phase developments;*
- (p) The potential impact of the proposed plan on the student population of the local school district(s);*
- (q) The Ohio Environmental Protection Agency's 401 permit, and/or isolated wetland permit (if required);*
- (r) The U.S. Army Corps of Engineers 404 permit, or nationwide permit (if required).*

It is also important to evaluate the PUD portion based on the purpose and intent. Per Section 1159.02, PUD's are intended to:

- a. Ensure that future growth and development occurs in general accordance with the Strategic Plan;*
- b. Minimize adverse impacts of development on the environment by preserving native vegetation, wetlands and protected animal species to the greatest extent possible*

- c. *Increase and promote the use of pedestrian paths, bicycle routes and other non-vehicular modes of transportation;*
- d. *Result in a desirable environment with more amenities than would be possible through the strict application of the minimum commitment to standards of a standard zoning district;*
- e. *Provide for an efficient use of land, and public resources, resulting in co-location of harmonious uses to share facilities and services and a logical network of utilities and streets, thereby lowering public and private development costs;*
- f. *Foster the safe, efficient and economic use of land, transportation, public facilities and services;*
- g. *Encourage concentrated land use patterns which decrease the length of automobile travel, encourage public transportation, allow trip consolidation and encourage pedestrian circulation between land uses;*
- h. *Enhance the appearance of the land through preservation of natural features, the provision of underground utilities, where possible, and the provision of recreation areas and open space in excess of existing standards;*
- i. *Avoid the inappropriate development of lands and provide for adequate drainage and reduction of flood damage;*
- j. *Ensure a more rational and compatible relationship between residential and non-residential uses for the mutual benefit of all;*
- k. *Provide an environment of stable character compatible with surrounding areas; and*
- l. *Provide for innovations in land development, especially for affordable housing and infill development.*

#### **A. Engage New Albany Strategic Plan**

The site is located within the Residential District future land use district. The Engage New Albany Strategic Plan lists the following development standards for the Residential District:

- Organically shaped stormwater management ponds and areas should be incorporated into the overall design as natural features and assets to the community.
- Houses should front onto public open spaces and not back onto public parks or streets.
- All or adequate amounts of open space and parkland is strongly encouraged to be provided on-site.
- A hierarchy of open spaces is encouraged. Each development should have at least one open space located near the center of the development. Typically, neighborhood parks range from a half an acre to 5 acres. Multiple greens may be necessary in large developments to provide centrally located greens.
- Adequate amounts of open space and parkland are encouraged to be provided on site.
- Rear or side loaded garages are encouraged. When a garage faces the street, the front façade of the garage should be set back from the front facade of the house.
- Any proposed residential development outside of the Village Center shall have a base density of 1 dwelling unit per gross acre in order to preserve and protect the community's natural resources and support the overall land conservation goals of the community. A transfer of residential density can be used to achieve a gross density of 1 dwelling unit per acre.
- Private streets are at odds with many of the community's planning principles such as: interconnectivity, a hierarchy of street typologies and a connected community. To achieve these principles, streets within residential developments must be public.

The Engage New Albany Strategic Plan recommends the following standards as prerequisites for all development proposals in New Albany:

- Development should meet setback recommendations contained in strategic plan.
- Streets must be public and not gated. Cul-de-sacs are strongly discouraged.
- Parks and open spaces should be provided, publicly dedicated and meet the quantity requirements established in the city's subdivision regulations (i.e. 20% gross open space and 2,400 sf of parkland dedication for each lot).

- All or adequate amounts of open space and parkland is strongly encouraged to be provided on-site. If it cannot be provided on-site, purchasing and publicly dedicating land to expand the Rocky Fork Metro Park or park space for the Joint Parks District is an acceptable alternative.
- The New Albany Design Guidelines & Requirements for residential development must be met.
- Quality streetscape elements, including an amenity zone, street trees, and sidewalks or leisure trails, and should be provided on both sides of all public streets.
- Homes should front streets, parks and open spaces.
- A residential density of 1 dwelling unit (du) per acre is required for single-family residential and a density of 3 du per acre for age restricted housing.
  - Higher density may be allowed if additional land is purchased and deed restricted. This type of density “offset” ensures that the gross density of the community will not be greater than 1 unit per acre. Any land purchased for use as an offset, should be within the NAPLS district or within the metro park zone.
  - 3 du/acre is only acceptable if 100% age restricted. Otherwise, the federal regulations and criteria for subdivisions to qualify as age-restricted must be accounted for when calculating density (i.e. 80% age restricted and 20% non-age restricted).
  - Age restriction must be recorded as a deed restriction and included as a requirement in the subdivision’s zoning text.

## B. Use, Site and Layout

1. The property is zoned I-PUD under the Courtyards at Haines Creek PUD text.
2. The zoning text section VI(A) permits a maximum of 151 lots in the age-restricted subdivision named “Courtyards at Haines Creek.”
3. The subdivision consists of 136 age-restricted and 15 non-age-restricted homes on approximately 63.5+/- acres. Furthermore, the text prohibits any permanent resident within the age-restricted units to be under the age of 21, to the extent permitted by law.
4. The final development plan is generally consistent with the preliminary development plan that was approved as part of the zoning change application (ZC-07-2023).
5. The text requires that prior to the issuance of the first building permit for construction of a home in this zoning district, the applicant/developer shall provide evidence to the city that it has recorded a written restriction requiring the property may only be developed and operated in accordance with the age restriction requirements listed above. Prior to recording the restriction, the text requires the applicant/developer to deliver a draft copy of the restriction to the city’s law director for reasonable review and confirmation. These requirements are consistent with other age-restricted subdivisions in New Albany.
6. Zoning text section VI(D) states that the minimum lot width at the building line shall be 52 feet. All of the proposed lots are meeting these requirements.
7. The city’s design consultant, MKSK, provided the following comments related to the location of the four relocated homes:
  - a. As the applicant verbally committed during the PTAB meeting, center the four relocated parcels within Haines Creek and Lourdes Drive, providing access to a leisure path on either side for increased public green space. Staff recommends a condition of approval that the city’s design consultant comments be addressed, subject to staff approval.
8. Zoning text section VI(F) requires the following setbacks:

SETBACKS	
Central College Road and Jug Street Rd NW (Engage New Albany strategic plan recommends 100-foot setback)	100-foot building and pavement setback from the edge of the right-of-way, except homes and other improvements on Lots 71 and 72 shall be permitted within this setback.

Front Yard	20 feet, except for the Lane Homes facing Defiance Drive which shall have a minimum front yard setback of 15 feet.
Side Yard	5 feet
Rear Yard	50 feet for lots with rear boundary lines which also serve as the eastern and western perimeter boundary of this zoning district, 15 feet for all other lots.

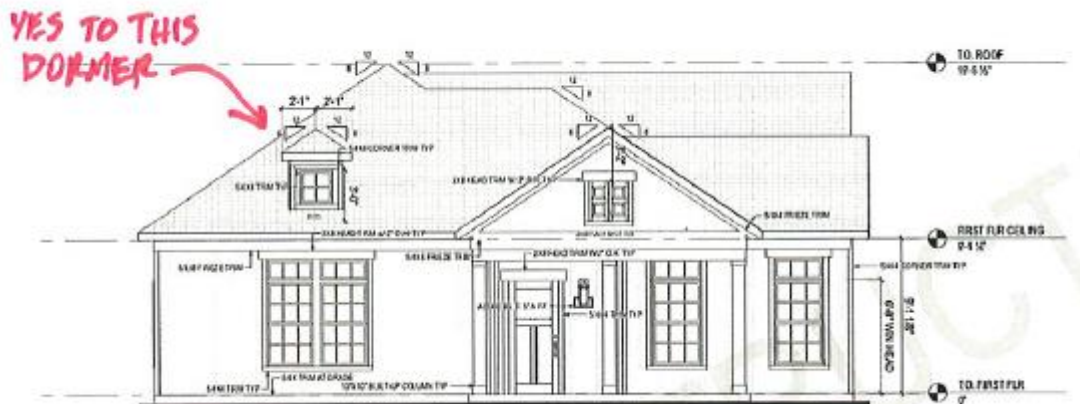
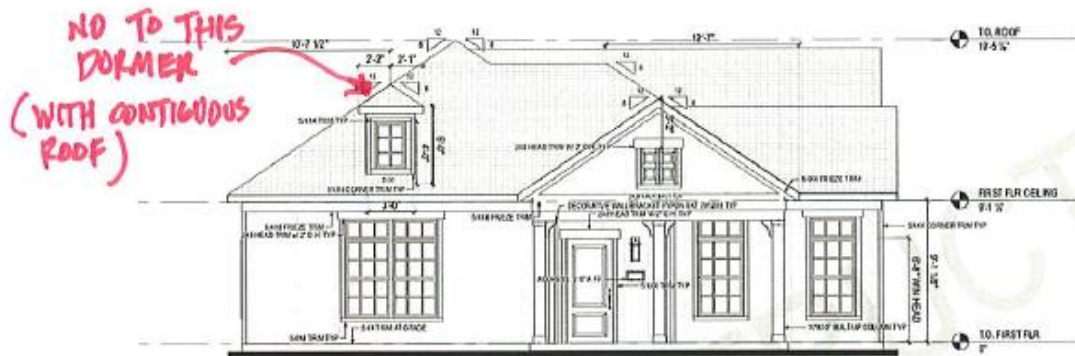
All of the setbacks required in the zoning text are accurately shown on the final development plan. The setbacks for individual homes will be reviewed and approved with each new residential building permit application.

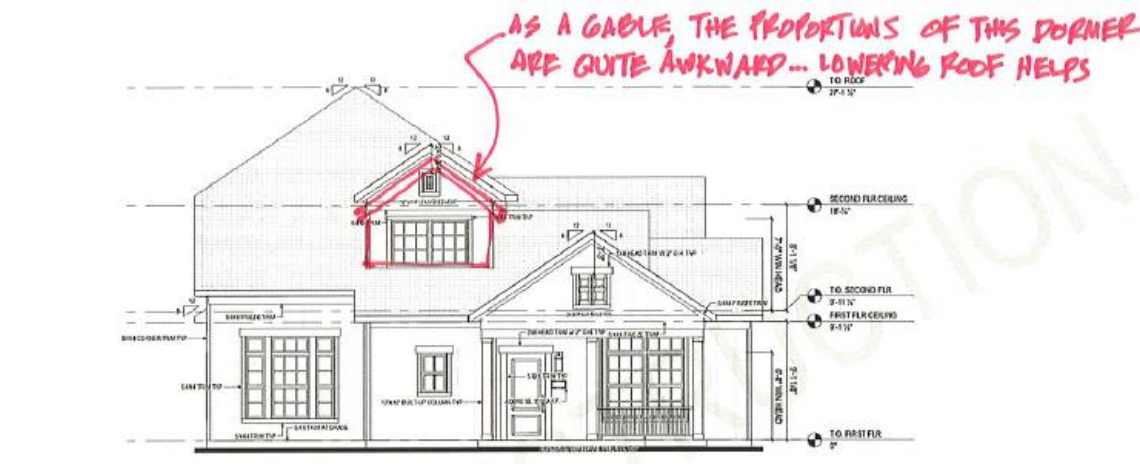
### C. Access, Loading, Parking

1. The primary access points into the subdivision are from Central College Road and Jug Street Road NW in the locations shown on the final development plan. Per zoning text requirements and the submitted plats, the applicant is dedicating right-of-way to the city for a distance that extends 40 feet from the centerlines of Central College Road and Jug Street Road NW.
2. Zoning text section VII(E) requires the right-of-way to be dedicated for the future extension of two streets to the western boundary line of the subdivision. The final development plan shows the construction of the extension for a distance of 10 feet from its westernmost intersection. Signage is also proposed to be installed at the end of the 10-foot stubs which indicate that these streets may be extended in the future as a through street. The city staff recommends a condition of approval that the sign be shown on the plans at the time of permitting, subject to staff approval.
3. Zoning text section VII(E) also requires all internal streets to be dedicated as public streets and built to city standards. The right-of-way for these internal streets is required to be 50 feet with 26-foot pavement widths, measured from front of curb to front of curb. The right-of-way for alleys shall be a minimum of 20 feet with a minimum of 16 feet of pavement. The proposed north-south street shall have a right-of-way of 60 feet in width. These requirements match those found in the city's subdivision regulations.
4. Zoning text section VII(F) requires a 5-foot-wide, concrete public sidewalk to be constructed within the right-of-way on each internal subdivision street (other than Haines Creek Drive, the south side of Cedarville Drive, and the north side of Heidelberg Drive where leisure trail is required). This requirement is being met.
5. Zoning text section VII(G) requires 8-foot-wide, asphalt leisure trails to be installed along the north side of Central College Road, the west side of Jug Street rights-of-way, along both sides of Haines Creek Drive to the intersection with Heidelberg Drive, and along both sides of Heidelberg Drive that goes westward. This requirement is being met.
6. A leisure trail with a minimum width of 8 feet is proposed along the south side of the pond in Reserve "A," and along Central College Road. The city is coordinating street improvements with the Franklin County engineer. The path running along the south side of the pond in Reserve A provides a meaningful alternative leisure trail connection from Haines Creek Drive to Jug Street Road, rather than running along the street frontage which may require more tree removal. The city recommends a condition of approval that the installation of the leisure path along Central College Road be subject to staff approval.
7. Zoning text section VII(A) requires all homes to have a minimum of 2 off-street parking spaces on their driveways in addition to a minimum of 2 parking spaces within the garage. This appears to be met and will be reviewed and approved as part of each new residential building permit.
8. Per code section 1167.05(f), the Planning Commission shall determine the number of parking spaces required for the club house as it is a use not mentioned in the code. The applicant proposes 23 designated parking spaces for the club house.

### D. Architectural Standards

1. The Architectural standards have been approved as part of the PUD rezoning. The PUD text states the design of the neighborhood borrows from the tradition of summer retreat camps like Lakeside Ohio and Oak Bluffs Meeting Camp on Martha's Vineyard. These camps were a collection of small cottages around a central meeting house and green. The architectural aesthetic is consistent with the character of New Albany by referencing the "rectangular form houses." The homes in this community are simple forms, generally rectangular in shape.
9. The text requires all homes to be a minimum of 1.5 stories or 1.5 stories in appearance from the front elevation thereby meeting one of the New Albany Strategic Plan's development standards recommendations that all houses should be a minimum of 1.5 stories in appearance and a maximum of three stories. This appears to be met and will be reviewed and approved as part of each new residential building permit.
1. The text requires the final development plan submittal includes detailed architectural elevations and/or renderings and must incorporate additional architectural details including roof plans; garage door design/colors; dormer details; entablature; and shutter specifications; columns, cornice and pediment details; window specifications; louver details, brickmould profile. These architectural plans are to create a baseline set of architectural requirements and guidelines from which each home design will be based. These details are included in the submitted home elevations and have been reviewed by the city architect. The city architect has the following comments:
  - a. The city architect recommends eliminating the horizontally proportioned window grids from the home designs from Dean Wenz's office. The city staff recommend a condition of approval be that the plans be updated at the time of permitting to meet this recommendation of eliminating of the horizontally proportioned grids.
  - b. The city architect provided a marked sheet indicating suggested revisions to the Lane Homes, specifically with regard to the proposed dormers





The city staff recommends a condition of approval that all applicable home elevations are updated at the time of permitting to meet the city architect's recommendations for the dormers.

2. Exterior paint colors for siding, doors, shutters, fascias, cornices, soffits and miscellaneous trim have been submitted. Zoning text section XI(A)(2) states garage doors that are white in color shall only be used in the circumstance when white is the primary exterior color of the individual home. The architectural sheets include white garage doors on houses with non-white colored exteriors. The city staff recommends a condition of approval that the plans be revised at the time of permitting as needed to meet this garage door color requirement.
3. Zoning text section IX(C)(3)(i) requires shutters to have appropriate shutter hardware (hinges and shutter dogs.) The city staff recommends a condition of approval that the final shutter hardware is provided on all homes and their design be subject to staff approval.
4. The text states where the courtyard condition is present and is not screened from the view, a decorative fence shall be installed and may extend past the building setback line to provide screening of the courtyard area from the right-of-way. A combination of landscaping and fencing may also be used to achieve the same screening objective, but solid fences shall be prohibited to provide this screening. This appears to be met on the final development plan.
5. The text further states that where the courtyard conditions are adjacent to open space, a decorative fence and landscaping may be installed between the lot line and the courtyard to provide screening. Screening shall have a minimum opacity of 75% to a height of feet. The applicant has submitted an aluminum decorative fencing design and an exhibit indicating the areas where this treatment will occur throughout the subdivision. Staff is supportive of only aluminum fencing to be used in areas along public right-of-way or open space.
6. The zoning text requires on corner lots, the street on which the front façade of a home is required to be located shall be identified as part of the final development plan submittal. This has been submitted and the proposed orientations all appear to be appropriate.
7. Zoning text section IX(C)(2) states that exposed concrete foundation walls shall be prohibited unless otherwise approved as part of the final development plan. It appears as though exposed concrete foundations are not being proposed as part of this final development plan. Individual homes will be reviewed and approved as part of each new residential building permit.

#### **E. Parkland, Buffering, Landscaping, Open Space, Screening**

1. Per C.O. 1159.07, detailed landscaping plans must be provided for all areas of the final development plan. The landscape plan must include the proposed landscape for all



- reserve areas and street lawns. The applicant submitted a detailed master landscape plan for the subdivision.
2. Per the zoning text, street trees shall be required on both sides of internal public streets where homes are present. Street trees shall be a minimum of 2 ½ inches in caliper at installation and shall be spaced at an average distance of 30 feet on center, except that a double row of trees shall be provided along the Haines Creek Drive. These trees may be grouped, provided the quantity is equivalent to 1 tree per 30 feet or fraction thereof.
  3. The zoning requires the developer to work in good faith with the owner of property to the south of Central College Road that is directly across to the street from the subdivision entrance to establish a screening plan and install landscaping at the developer's expense. The applicant proposes to install nine (9) spruce trees in front of the Mason property to screen the front of the home.
  4. The zoning text commits to a Tree Preservation Zone which applies to the following areas of the subdivision:
    - a. For a minimum distance of 100 feet from the right-of-way of Central College Road and Jug Street Road NW in Reserve A;
    - b. In areas to the south of the intersection of Jug Street Road NW and a new public street connecting it to the new subdivision;
    - c. Within the northwest corner of the zoning district and covering the tree line along the north property line of Reserve C; and
    - d. Within a distance of 30 feet from the rear property line on any lots where a minimum rear yard setback of 50 feet is required. Trees shall be preserved in accordance with the recommendations of a certified arborist and subject to staff approval.
    - e. The city code does not permit the removal of trees with the 100-year floodplain and stream riparian corridor. The city landscape architect recommends the developer provide a clear plan boundary for tree removal limits outside of those zones if additional trees are to be removed. The developer should preserve the maximum number of established groupings of trees present on the site.
    - f. The city's landscape architect recommends a condition of approval that the developer utilizes fencing around tree drip lines for proper protection along all tree preservation zones, subject to staff approval.
  5. New Albany's Codified Ordinance requires that 2,400 square feet per home be dedicated as parkland and 20% of the total acreage in the subdivision shall be dedicated as open space. The zoning text states ownership and maintenance of the parkland and open space areas which are shown on the preliminary development plan shall be defined and approved with the final development plan.
    - a. For this development the total minimum, required parkland and open space is 21.01 acres.
    - b. The applicant is providing multiple reserve areas (A-K) that consists of either open space or parkland, totaling 17.66 acres. Per C.O. 1187.16 wet and dry stormwater basins shall not be considered parkland or open space.
    - c. Therefore, the proposal does not meet the Codified Ordinance requirements since there is a 3.35-acre deficit in parkland. The developer is requesting to waive the appraisal requirement and use the \$42,000 per acre value that was established by the most recent appraisal the city completed in September 2022. This results in a total fee payment of \$140,700.00.
    - d. Per codified ordinance chapter 1159.07(3)(X) the city Planning Commission must review:
      - i. The amount and location of open space and parkland required to be provided on-site and
      - ii. The dollar amount of the fee payment based upon an appraisal completed by the applicant as required by 1165.10(d) if less than the required 21.01 acres is provided on-site.
    - e. The city staff determined the applicant cannot request a deviation from the procedural requirements of the codified ordinances. Therefore, the applicant

must complete and submit an appraisal as required in Chapter 1165.10(d) outlined above.

- f. This appraisal must be completed prior to the Planning Commission taking final action on the final development plan. The application can have a full hearing, including public input, but staff recommends the application be tabled until the appraisal is completed and submitted.

**Reserves:**

1. The PUD text states “due to the nature of this subarea as an age-restricted community, it shall be exempt from the requirement of Section 1185.15(c)(6) that would otherwise require all residences to be located within 1,200 feet of playground equipment.”
2. Reserves A, B, C & J: These are the perimeter areas providing tree preservation and buffering.
  - a. Reserve A consists of a large basin, wetlands, preservation of trees, a stream, a pavilion and leisure trail. Reserve A also shows grading for the basin proposed within the 100-year floodplain. The city floodplain regulations (C.O. Section 1154.02 and 1154.04) do not allow for any modifications to this area. The city staff recommends a condition of approval requiring the basin and grading to be revised to meet code requirements or a variance can be requested.
  - b. Reserve B consists of the preservation of trees.
  - c. Reserve C consists of a basin, stream, tree preservation zone, and a drainage swale connecting the stream to an off-site wetland located to the east. The developer is required to provide natural grasses in this area. No artificial pesticides and fertilizers are permitted in this area.
    - i. During the rezoning hearing, the city council directed the applicant to perhaps relocate up to four units that were previously along the western boundary to provide additional tree preservation. Those four homes have since been relocated to the northern area of the site and back onto Reserve C. Where those lots were previously located is now Reserve J. The PTAB recommended that the applicant review increasing open space with consideration of the wetlands on the adjacent property to the east. The Planning Commission should evaluate the appropriateness of the four relocated lots along reserve C.
  - d. Reserve J provides tree preservation. The natural vegetation will be untouched. The city landscape architect recommends the applicant provide a site plan that shows how the reserve's green space will be used as an amenity for the community (i.e. seating, paths, etc.). Staff recommends a condition of approval that the city landscape architect's comments are addressed, subject to staff approval.
  - e. The city's landscape architect provided the following comments related to the basins that are also attached in the packets as a memo:
    - i. Revise basins to increase undulation in grade and create a more naturalized form Basins should not exceed 6:1 slope.
    - ii. Increase planting adjacent storm water basins. Trees should be planted in randomized spacing and species in groups of 3 to 9 trees. See diagram.
    - iii. Densely plant trees along swale. Trees should be planted in randomized spacing and species in groups of 3 to 9 trees. See diagram.
    - iv. The city staff recommends a condition of approval that the city landscape architect's comments are addressed, subject to staff approval.
3. Reserves D, E, F, and G: These areas are located along the eastern side of Haines Creek Drive and provide a landscaping buffer between the homes and the public street.
4. Reserve H: This is the community amenity area which consists of a club house with pool, a community garden, a bocce court, and pickleball courts.
5. Reserve I and Reserve K: These areas will be used as greenspace upfront but serves as future street extensions if and when development occurs to the west.

**Western Property Line:**

1. The zoning text requires a buffering area to be located 50' from the property line along the western perimeter boundary. Along with the landscaping plan, the applicant is required to and has submitted a report from a certified arborist. The report details the conditions of existing trees within the minimum required 50-foot rear yard setbacks on lots of homes that back to the western perimeter boundary line.
  - a. The plan identifies which trees are to be preserved based on the report and provides for the planting of replacement trees, landscaping, and/or other improvements to provide buffering between new homes and adjacent property to the west which is outside of this zoning district.
  - b. New trees and landscaping may be planted on the adjacent parcel to achieve the buffering objective if permission is obtained from the owners of such parcel.
  - c. The applicant has indicated to staff that they had shared the arborist's report with the adjacent property owners before the date when the final development plan was filed with the City, and has scheduled a meeting with the property owners that will happen prior to the Planning Commission's hearing scheduled for October 16, 2023.
  - d. As part of the city staff's review of the tree study and west buffer landscape plan, the city arborist walked the site and examined the trees the applicant is proposing to remove within the 30' tree preservation area along the western property line. As a result, there were three trees the city arborist asked the applicant to consider preservation (trees 219, 303, and 351). The applicant has since updated the trees on the tree survey as trees to be preserved.
2. The plan proposes a retaining wall between the 30' tree preservation zone and the 50' rear yard setback. The applicant indicates that the retaining wall is due to the proposed grading for the purpose of saving trees. The applicant also indicates that in order to accommodate the same amount of grading within a smaller footprint of only 20', it is necessary to introduce a wall along the rear of the lots to make up for the elevation difference. They further indicate that to minimize the impacts to the existing trees, they designed the wall to be 8.5 feet away from the tree preservation zone to allow for as much room as possible for the roots to remain untouched. Therefore, the face of the wall will be setback 38.5 +/- feet to the rear property line. The wall then steps back towards the buildings to make up an elevation difference of 6-7 feet.
  - e. The city's landscape architect issued the following comments related to the wall:
    - i. If the proposed wall is deemed necessary after a thorough review of the grading plan, the developer should provide a minimum of three to five site condition sections for review. This should include a plan and details for the proposed site condition at the terminus of the wall along 'Reserve J'.
    - ii. If the proposed wall is deemed necessary, the use of natural stone is recommended. The developer should provide samples for review by the Landscape Architect.
    - iii. If the proposed wall is deemed necessary, update the planting plan to include a seed mix of native grasses for disturbed areas.
    - iv. Staff recommends a condition of approval that the city's design consultant comments be addressed, subject to staff approval.
5. AC unit screening is required along the western perimeter and lots 63-72 along the eastern perimeter of the subdivision to obscure their view to adjacent properties. The applicant proposes to screen each AC unit with eight (8) Karl Forester tall grass plants. S
6. The city landscape architect has reviewed the application and provided a comprehensive comment memo and diagram that are also enclosed in the packets as a separate memo. Staff recommends a condition of approval that the city landscape architect comments be addressed, subject to staff approval.

## **F. Lighting & Signage**

1. The text states signage shall be reviewed by the Planning Commission with the final development plan. The applicant has provided this information. The city's landscape architect, has reviewed the signage and provided the following comments that are also attached in the packets as a memo:
  - a. Revise location and position of entry sign at Central College Road. Signs should match the typical residential placement within the horse fence, see image in separate comment memo. Staff recommends a condition of approval that the city landscape architect's comments be addressed, subject to staff approval.
10. Each home must have coach lights on the garage. This appears to be met and will be reviewed and approved as part of each new residential building permit. In addition, uplighting of the exterior of a home shall be prohibited. Security lighting, when used, shall be of a motion sensor type.
2. Light poles within parking lot areas near the clubhouse shall not exceed 18 feet in height, shall be cut-off type fixtures and be down cast. Parking lot lighting shall be from a controlled source in order to minimize light spilling beyond the boundaries of the site. These details were not provided as part of this application and will be reviewed at the time of permitting. The city recommends a condition of approval that all final lighting details be subject to staff approval.

## **IV. ENGINEER'S COMMENTS**

The City Engineer has reviewed the referenced plan in accordance with the engineering related requirements of Code Section 1159.07(b)(3) and provided the following comments. Staff recommends a condition of approval that these comments be addressed, subject to staff approval.

1. Refer to Exhibit A. Please modify the Cover Sheet to show all signature blocks and notes shown on this Exhibit.
2. Please add a sheet to the Index of Drawings entitled Street Typical Sections.
3. Refer to Exhibit B. Add a sheet to the Index of Drawings entitled Turn Lane Improvements. Verify that the turn lane is in fact to be built "By Others".
4. Sheet 2 of 16. Notes indicate that the City of New Albany shall have some maintenance responsibility relative to the Reserves. This is consistent with the plat. The HOA maintains all reserves and only owns the reserve with the private club house.
5. Sheet 3 of 16. Delineate all Reserves that will be utilized for stormwater management as lying within Drainage Easements. Clearly show this on all sheets.
6. Sheet 3 of 16. Label the width of the Tree Preservation Zone at the north parcel boundary.
7. Sheet 5 of 16. Show the northern swale as lying within a Drainage Easement.
8. Sheet 7 of 16. Add site distance triangles at the curb cuts off of Central College Road and Jug Street. Remove landscaping and fencing that may impede motorist view.
9. Provide Fire Truck turning radius analysis.
10. "No Parking Signs" be added along curved sections of streets.
11. In accordance with code sections 1159.07 (b)(3) Z and AA, the applicant provide documentation indicating that all OEPA and ACOE permitting requirements have been obtained.
12. We will evaluate storm water management, sanitary sewer collection and roadway construction related details once construction plans become available.

## **V. SUMMARY**

The city staff determined the applicant cannot request a deviation from the procedural requirements of the codified ordinances. Therefore, the applicant must complete and submit an appraisal as required by chapter 1165.10(d) prior to the Planning Commission taking final action on the application. The city staff recommends this application have a full hearing so neighbors can provide public comments and the applicant can receive feedback from the Planning Commission.

The final development plan is in conformity with the residential land use density recommendations of the Engage New Albany Strategic Plan and is consistent with the preliminary development plan design standards approved as part of the rezoning application.

The application includes many of the same community amenities that have been successfully implemented in Epcon's Courtyards at New Albany subdivision. Overall, the Courtyards at New Albany has been successful and this proposal builds on that by providing a historical color palette that adds more character to the subdivision. The street network, landscaping, and layout are desirable from a site planning perspective; however, the Planning Commission should evaluate the amount of on-site parkland and open space that is appropriate for this type of development.

## **VI. ACTION**

### **Suggested Motion for FDP-87-2023:**

**Move to table FDP-87-2023 until the regularly schedule meeting.**

**Based upon the current submittal, staff recommends the following conditions for the future hearing or that they are addressed prior to the next hearing date:**

1. That lots on the plats match the lots on the final development plan;
2. Revise location and position of entry sign at Central College Road. Signs to match preexisting residential examples, see image in memo;
3. Signage is to be installed at the end of the 10-foot stubs which indicates that these streets may be extended in the future as a through street. The signage is to be shown on the plans at the time of permitted, subject to staff approval;
4. The installation of the leisure path along Central College Road be subject to staff approval;
5. The architectural plans be updated at the time of permitting to meet the city architect's recommendation of the following:
  - a. Eliminate the horizontally proportioned grids; and
  - b. Revise the dormers to reflect suggestions in the sketch provided.
6. The plans be revised at the time of permitting as needed to meet the garage door color requirements, subject to staff approval;
7. The final shutter hardware design be subject to staff approval;
8. The city floodplain regulations (C.O. Section 1154.02 and 1154.04) do not allow for any modifications to this area. The basin and grading plans shall be revised to meet code requirements or a variance can be requested;
9. The city landscape architect/design consultant comments outlined in the memo dated October 6, 2023 are addressed, subject to staff approval:
  - a. Review entire development grading plan, focusing on the improvement of the following items...
    - i. Storm Water Basins - revise basins to increase undulation in grade and create a more naturalized form. Basins should not exceed 6:1 slopes.
    - ii. Proposed Wall (west edge of site) - If deemed necessary after thorough review of grading plan, provide a minimum of three to five site condition sections for review. Include plan and details for proposed site condition at break in wall along 'Reserve J'. See diagram.
    - iii. If proposed wall is deemed necessary, the use of natural stone is recommended. Developer to provide samples for review by Landscape Architect.
  - b. Center the four relocated parcels within Haines Creek and Lourdes Drive, providing access to a leisure path on either side for increased public green space. See diagram.
  - c. Provide a site plan that shows how the reserve green space will be used as an amenity for the community (i.e. seating, paths, etc.). See diagram.

- d. Revise entry sign at Central College Road to match precedents in the neighborhood, see images for reference.
  - e. Review and submit proposed removal of existing tree stands to landscape architect. Provide clear plan boundary for tree removal limits. Preserve the maximum number of established groupings of trees present on the site. Submit tree protection plan. Utilize fencing around tree drip lines for proper protection.
  - f. Increase planting adjacent storm water basins. Trees should be planted in randomized spacing and species in groups of 3 to 9 trees. See diagram.
  - g. If proposed wall is deemed necessary, update planting plan to include a seed mix of native grasses for disturbed areas.
  - h. Densely plant trees along swale. Trees should be planted in randomized spacing and species in groups of 3 to 9 trees. See diagram.
10. The final lighting details are subject to staff approval; and
11. All of the city engineer comments be addressed, subject to staff approval.

**Approximate Site Location:**



Source: ArcGIS



404,616-01  
October 2, 2023To: Chelsea Nichols  
City PlannerFrom: Matt Ferris, P.E., P.S.  
By: Jay M. Herskowitz, P.E., BCEE

Re: The Courtyards at Haines Creek FDP

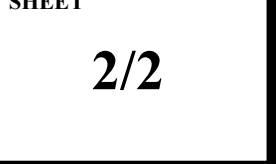
We reviewed the referenced submittal in accordance with Code Sections 1159.07 (b)(3) FDP.  
Our review comments are as follows:

1. Refer to Exhibit A. Please modify the Cover Sheet to show all signature blocks and notes shown on this Exhibit.
2. Please add a sheet to the Index of Drawings entitled Street Typical Sections.
3. Refer to Exhibit B. Add a sheet to the Index of Drawings entitled Turn Lane Improvements. Verify that the turn lane is in fact to be built "By Others".
4. Sheet 2 of 16. Notes indicate that the City of New Albany shall have some maintenance responsibility relative to the Reserves. This is consistent with the plat. The HOA maintains all reserves and only owns the reserve with the private club house.
5. Sheet 3 of 16. Delineate all Reserves that will be utilized for stormwater management as lying within Drainage Easements. Clearly show this on all sheets.
6. Sheet 3 of 16. Label the width of the Tree Preservation Zone at the north parcel boundary.
7. Sheet 5 of 16. Show the northern swale as lying within a Drainage Easement.
8. Sheet 7 of 16. Add site distance triangles at the curb cuts off of Central College Road and Jug Street. Remove landscaping and fencing that may impede motorist view.
9. Provide Fire Truck turning radius analysis.
10. We recommend that "No Parling Signs" be added along curved sections of streets.
11. In accordance with code sections 1159.07 (b)(3) Z and AA, we recommend that the applicant provide documentation indicating that all OEPA and ACOE permitting requirements have been obtained.
12. We will evaluate storm water management, sanitary sewer collection and roadway construction related details once construction plans become available

MEF/JMH  
(attachments)cc: Josh Albright, Development Engineer,  
Cara Denny, Engineering Manager,  
Dave Samuelson, P.E., Traffic Engineer













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## Development Review

project name    Courtyards at Haines Creek  
prepared for    City of New Albany  
date              October 06, 2023  
date received   September 19th, 2023

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## COMMENTS

### Site Plan

1. Review entire development grading plan, focusing on the improvement of the following items...
  - A. Storm Water Basins - revise basins to increase undulation in grade and create a more naturalized form. Basins should not exceed 6:1 slopes.
  - B. Proposed Wall (west edge of site) - If deemed necessary after thorough review of grading plan, provide a minimum of three to five site condition sections for review. Include plan and details for proposed site condition at break in wall along 'Reserve J'. See diagram.
  - C. If proposed wall is deemed necessary, the use of natural stone is recommended. Developer to provide samples for review by Landscape Architect.
2. Center the four relocated parcels within Haines Creek and Lourdes Drive, providing access to a leisure path on either side for increased public green space. See diagram.
3. Provide a site plan that shows how the the reserve green space will be used as an amenity for the community (i.e. seating, paths, etc.). See diagram.
4. Revise entry sign at Central College Road to match precedents in the neighborhood, see images for reference.

### Planting Plan

5. Review and submit proposed removal of existing tree stands to landscape architect. Provide clear plan boundary for tree removal limits. Preserve the maximum amount of established groupings of trees present on the site. Submit tree protection plan. Utilize fencing around tree drip lines for proper protection.
6. Increase planting adjacent storm water basins. Trees should be planted in randomized spacing and species in groups of 3 to 9 trees. See diagram.
7. If proposed wall is deemed necessary, update planting plan to include a seed mix of native grasses for disturbed areas.
8. Densely plant trees along swale. Trees should be planted in randomized spacing and species in groups of 3 to 9 trees. See diagram.

#### \*NOTES:

*The provided diagram is for clarification and design intent purposes only. The diagram should be used to help illustrate the above comments. It is the responsibility of the design consultants to incorporate the above comments as it relates to the site and to adhere to all City requirements and subsequent code. The diagram may not be to scale.*

## Development Review

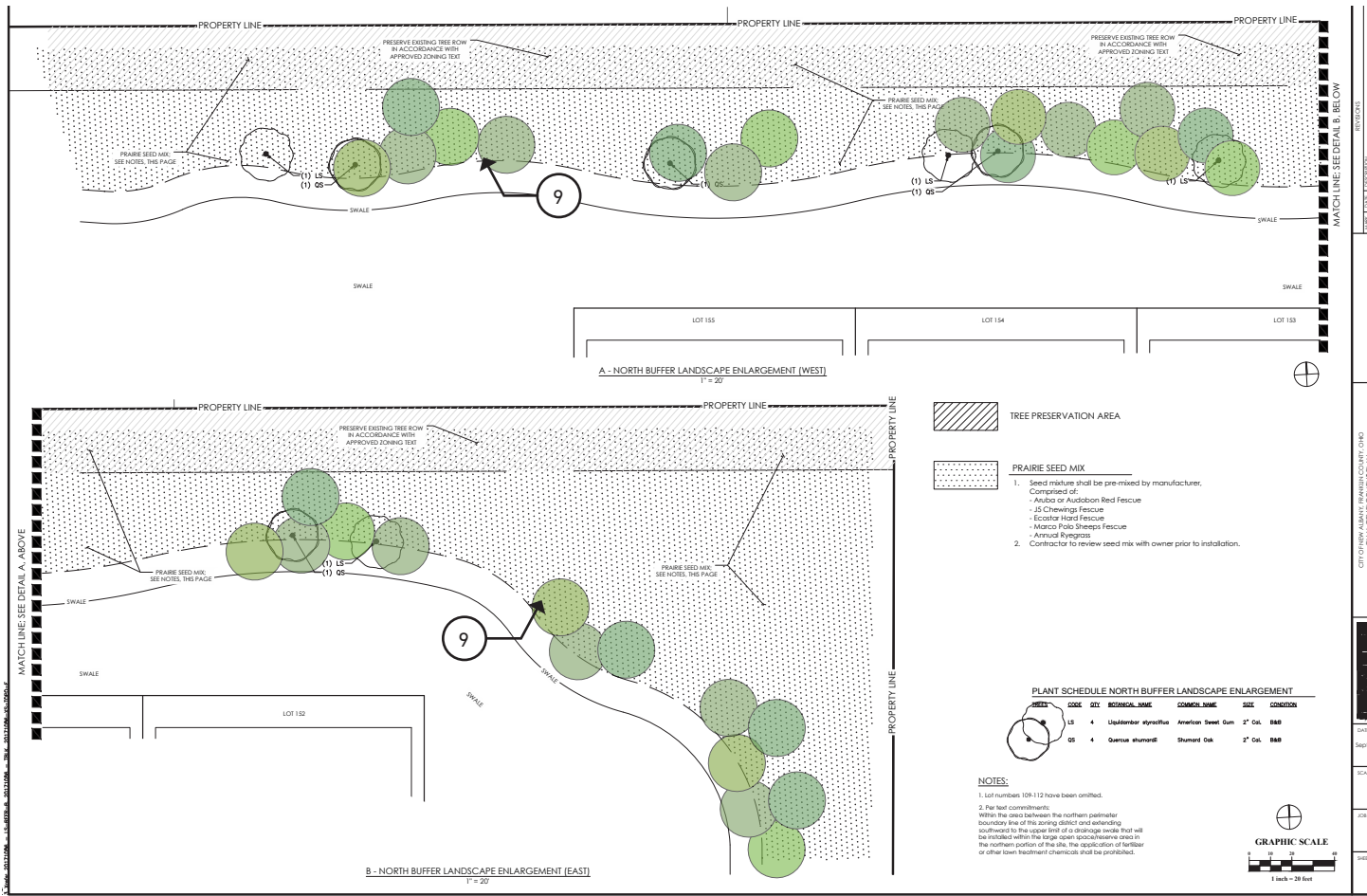
project name Courtyards at Haines Creek  
prepared for City of New Albany  
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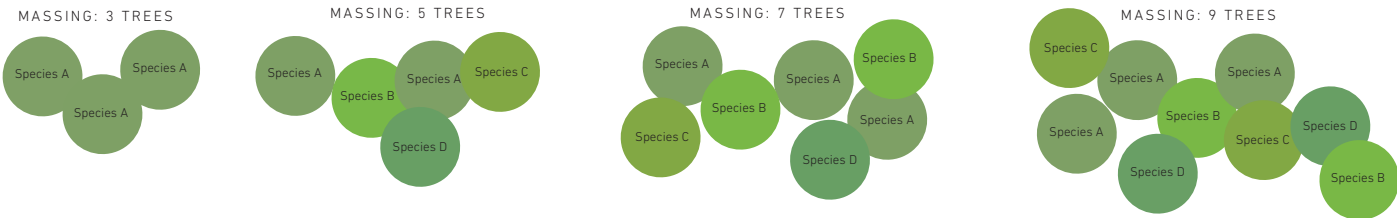


Development Review

project name     Courtyards at Haines Creek  
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date received     September 19th, 2023

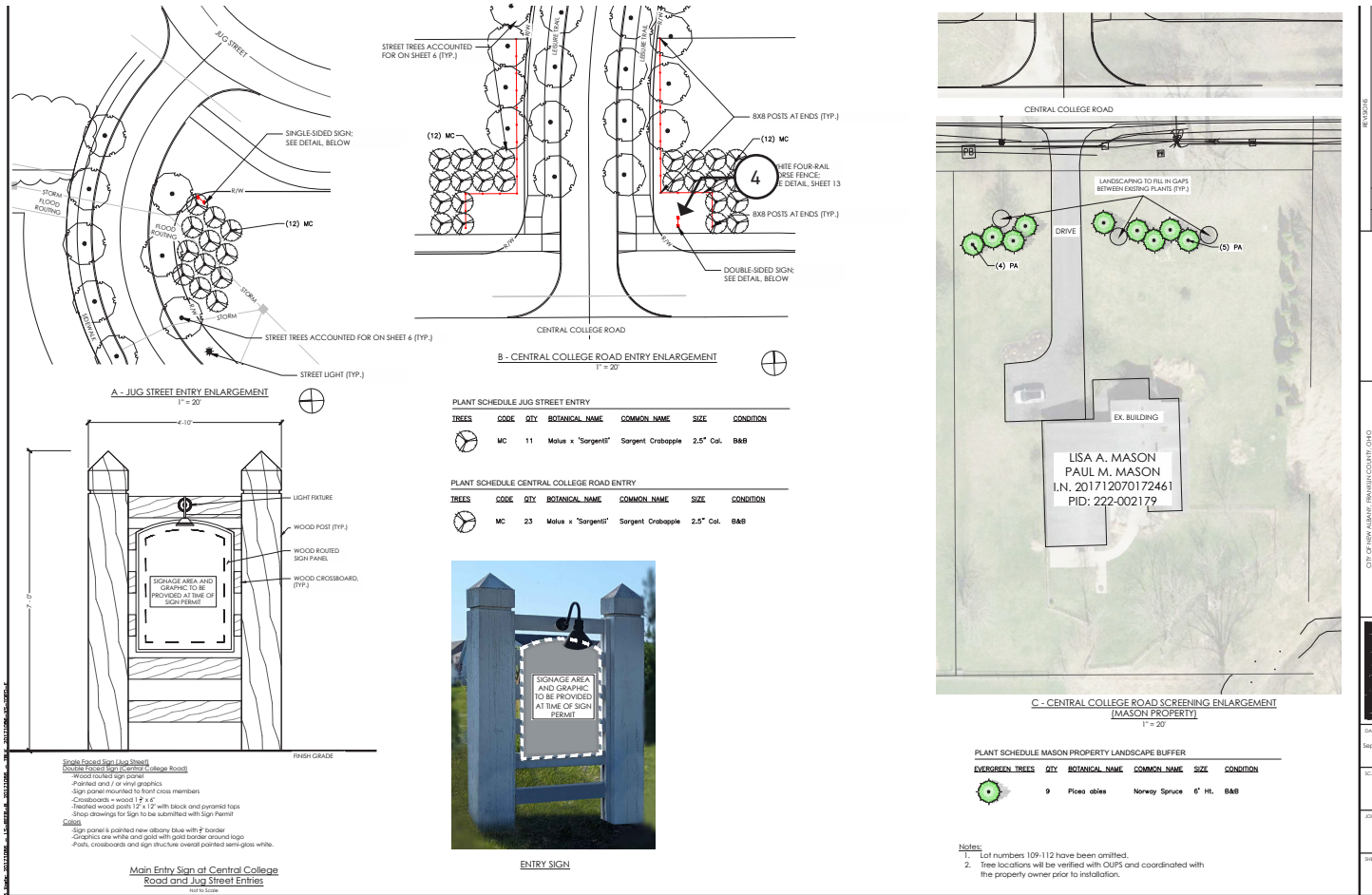


Tree Grouping Standards



Development Review

project name     Courtyards at Haines Creek  
prepared for     City of New Albany  
date                October 06, 2023  
date received     September 19th, 2023






Reference

Permit # \_\_\_\_\_  
Board \_\_\_\_\_  
Mtg. Date \_\_\_\_\_



## Community Development Planning Application

Project Information	Site Address <u>0, 8390 and 8306 Central College Road</u>																																											
	Parcel Numbers <u>222-005156, 222-005157, 222-005158, and 222-005159</u>																																											
	Acres <u>63.5 +/-</u> # of lots created <u>151</u>																																											
	<b>Choose Application Type</b> <span style="float: right;"><b>Circle all Details that Apply</b></span>																																											
	<table border="0"><tr><td><input type="checkbox"/> Appeal</td><td></td><td></td><td></td></tr><tr><td><input type="checkbox"/> Certificate of Appropriateness</td><td></td><td></td><td></td></tr><tr><td><input type="checkbox"/> Conditional Use</td><td></td><td></td><td></td></tr><tr><td><input checked="" type="checkbox"/> Development Plan</td><td>Preliminary <u>(Final)</u></td><td>Comprehensive</td><td>Amendment</td></tr><tr><td><input checked="" type="checkbox"/> Plat</td><td>Preliminary <u>(Final)</u></td><td></td><td></td></tr><tr><td><input type="checkbox"/> Lot Changes</td><td>Combination Split</td><td>Adjustment</td><td></td></tr><tr><td><input type="checkbox"/> Minor Commercial Subdivision</td><td></td><td></td><td></td></tr><tr><td><input type="checkbox"/> Vacation</td><td>Easement</td><td>Street</td><td></td></tr><tr><td><input type="checkbox"/> Variance</td><td></td><td></td><td></td></tr><tr><td><input type="checkbox"/> Extension Request</td><td></td><td></td><td></td></tr><tr><td><input type="checkbox"/> Zoning</td><td>Amendment (rezoning)</td><td>Text Modification</td><td></td></tr></table>	<input type="checkbox"/> Appeal				<input type="checkbox"/> Certificate of Appropriateness				<input type="checkbox"/> Conditional Use				<input checked="" type="checkbox"/> Development Plan	Preliminary <u>(Final)</u>	Comprehensive	Amendment	<input checked="" type="checkbox"/> Plat	Preliminary <u>(Final)</u>			<input type="checkbox"/> Lot Changes	Combination Split	Adjustment		<input type="checkbox"/> Minor Commercial Subdivision				<input type="checkbox"/> Vacation	Easement	Street		<input type="checkbox"/> Variance				<input type="checkbox"/> Extension Request				<input type="checkbox"/> Zoning	Amendment (rezoning)	Text Modification
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<input type="checkbox"/> Zoning	Amendment (rezoning)	Text Modification																																										
	Description of Request: <u>Approval of final development plan and flat plat to allow for the development of a single family subdivision in accordance with the approved zoning and preliminary development plan for the Courtyards at Haines Creek.</u>																																											
Contacts	Property Owner's Name: <u>Homewood Corporation</u>																																											
	Address: <u>Attn: Bill Moorehead, 2700 E. Dublin-Granville Road, Suite 320.</u>																																											
	City, State, Zip: <u>Columbus, OH 43231</u>																																											
	Phone number: <u>614-898-7200</u> Fax: _____																																											
	Email: <u>Bill@trinity-homes.com</u>																																											
	Applicant's Name: <u>EC New Vision Ohio LLC, c/o Aaron Underhill, Esq.</u>																																											
	Address: <u>Underhill &amp; Hodge LLC, 8000 Walton Pkwy., Suite 260</u>																																											
	City, State, Zip: <u>New Albany, OH 43054</u>																																											
	Phone number: <u>614-335-9320</u> Fax: <u>614-335-9329</u>																																											
	Email: <u>aaron@uhlfirm.com</u>																																											
Signature	Site visits to the property by City of New Albany representatives are essential to process this application. The Owner/Applicant, as signed below, hereby authorizes Village of New Albany representatives, employees and appointed and elected officials to visit, photograph and post a notice on the property described in this application. I certify that the information here within and attached to this application is true, correct and complete.																																											
	<table border="0"><tr><td>Signature of Owner</td><td></td><td>Date: <u>08/29/23</u></td></tr><tr><td>Signature of Applicant</td><td>By: <u>WILLIAM MOOREHEAD</u> VP</td><td>Date: _____</td></tr><tr><td></td><td>Aaron Underhill, Attorney for Applicant</td><td><u>8/30/23</u></td></tr></table>	Signature of Owner		Date: <u>08/29/23</u>	Signature of Applicant	By: <u>WILLIAM MOOREHEAD</u> VP	Date: _____		Aaron Underhill, Attorney for Applicant	<u>8/30/23</u>																																		
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Signature of Applicant	By: <u>WILLIAM MOOREHEAD</u> VP	Date: _____																																										
	Aaron Underhill, Attorney for Applicant	<u>8/30/23</u>																																										

# THE COURTYARDS OF HAINES CREEK

INFILL PLANNED UNIT DEVELOPMENT DISTRICT

(I-PUD)  
New Albany, Ohio

FINAL DEVELOPMENT PLAN & FINAL PLAT

RE-SUBMITTAL OCTOBER 2, 2023



Joel Rhoades  
500 Stonehenge Parkway Suite 100  
Dublin, Ohio 43017

**LEGAL COUNSEL:**  
Aaron Underhill  
Underhill Hodge  
8000 Walton Parkway - Suite 260  
New Albany, Ohio 43054

**ENGINEER  
PLANNER AND LANDSCAPE ARCHITECT:**  
EMHT  
Patricia Brown/Linda Menerey  
5500 New Albany Road  
Columbus, Ohio 43054

# THE COURTYARDS AT HAINES CREEK

## FINAL DEVELOPMENT PLAN SUBMITTAL- FINAL PLAT

### Table of Contents

October 2, 2023

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#### SECTION I SUBMITTAL MATERIALS

- Executed Application
- Epcon Stipulations Letter
- Property Owner Affidavit
- Surrounding Property Owner Labels
- Open Space- Fee in Lieu Letter
- Alta Survey
- Environmental Compliance Letter
- Arborist Report- East Property Line
- Arborist Report- West Property Line
- Sample Declaration of Covenants
- Clubhouse Footprint and Elevations
- Lane Home Elevations
- Courtyard Home Elevations
- Lane Home Representative Architecture
- Courtyard Home Representative Architecture
- Color Palettes List
- Color Scheme Examples
- Sample Materials Board
- Vinyl Window Spec
- Gable Vent Spec
- Retaining Wall Typical Photos and Spec (2)

#### SECTION II FINAL DEVELOPMENT PLAN

- Cover
- Illustrative Plan
- Community Open Space and Pedestrian Connectivity Plan
- Open Space and Pedestrian Connectivity Plan
- Site Plan
- Utility Plan
- Master Grading Plan
- Landscape Key plan
- Street Tree and Pond Planting
- North Buffer Landscape Plan
- West Buffer Landscape Plan
- Central College and Jug Entry Enlargements
- Amenity Area Enlargements
- Typical Landscape Details (2)
- Courtyard Concepts
- Existing Tree Survey
- Existing Tree Survey Schedule

# THE COURTYARDS AT HAINES CREEK

## FINAL DEVELOPMENT PLAN SUBMITTAL- FINAL PLAT

### Table of Contents

October 2, 2023

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- Existing Tree Survey ( Includes Offsite Trees)

#### SECTION III FINAL PLAT

- Final Plat Phase 1
- Final Plat Phase 2
- Final Plat Phase 3





September 14, 2023

Mr. Stephen Mayer  
Development Services Manager  
City of New Albany  
99 W. Main Street  
New Albany, OH 43054

Re: Haines Creek Final Development Plan – Epcon Stipulations

Dear Mr. Mayer:

In accordance with the City's submission requirements for the Final Development Plan for Haines Creek, per Part 11, Title 3, Chapter 1159 of the City of New Albany Codified Ordinances, Epcon stipulates to the following:

- EC New Vision Ohio, LLC, as Epcon Communities, has sufficient control over the subject site to initiate through its affiliate the proposed project within five (5) years;
- EC New Vision Ohio, LLC will dedicate to public use the appropriate and required streets, parks and other lands intended for public use, provided those areas are acceptable to the Municipality.

Sincerely,

A handwritten signature in black ink, appearing to read 'Craig Cherry', is written over a faint, light blue circular background.

Craig Cherry  
Regional President


**AFFIDAVIT OF FACTS**

I, Aaron L. Underhill, in my capacity as attorney for the applicant listed on the zoning application pertaining to 63.5+/- acres known as Franklin County Parcel Numbers 222-005156, 222-005157, 222-005158 and 222-005159, being first duly sworn, do hereby state and depose the following:

That accompanying this affidavit is a list of all property owners located within two hundred (200) feet of the parcel(s) that are the subject of the application and their addresses as appearing on the Franklin County Auditor's current tax list; and

That said list is based solely on the records of the Office of the Auditor of Franklin County, Ohio, as provided on its website on or about the date of this affidavit.

Further Affiant sayeth not.

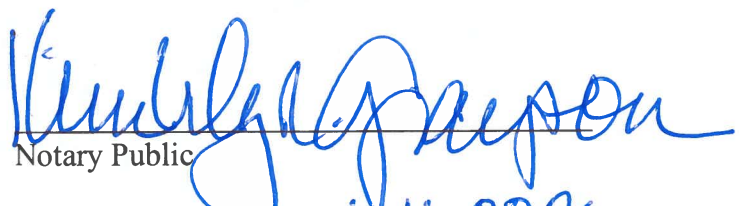
By:   
Aaron L. Underhill  
Attorney, Underhill & Hodge LLC

STATE OF OHIO  
COUNTY OF FRANKLIN SS.

The foregoing instrument was acknowledged before me on the 13<sup>th</sup> day of September 2023, by Aaron L. Underhill, who acknowledged the foregoing signature to be his voluntary act and deed.



KIMBERLY R. GRAYSON  
Notary Public, State of Ohio  
My Commission Expires  
01-11-2026

  
Notary Public  
My Commission Expires: 11-2026

**APPLICANT:**

EC New Vision Ohio LLC  
500 Stonehenge  
Parkway  
Dublin, OH 43017

Linda Menerey  
C/o EMHT INC  
5500 New Albany Road  
Columbus, OH 43054

**PROPERTY OWNER:**

Homewood Corp.  
2700 East Dublin-Granville Road  
Columbus, OH 43231

**ATTORNEY:**

Aaron L. Underhill  
Underhill & Hodge LLC  
8000 Walton Parkway, Suite  
260 New Albany, OH 43054

**SURROUNDING PROPERTY OWNERS:**

Douglas and Shawnmarie Lambert  
8245 Clouse Road  
New Albany, OH 43054

John and Suah Hwang  
8323 Central College  
Rd.  
Albany, OH 43054

Michael Hairston  
8383 Central College  
Road New Albany, OH  
43054

8400 Central College Road Propco  
LLC  
213 Briarwood Drive  
Somers, NY 10589

John Saveson, Tr.  
8370 Clouse Road  
New Albany, Ohio 43054

David Jones  
8337 Clouse Road  
New Albany, Ohio 43054

Catherine Saveson and Richard  
Otten 8370 Clouse Road  
New Albany, Ohio 43054

Christine and Douglas Reader  
8263 Clouse Road  
New Albany, Ohio 43054

Ronald and Tamara  
Davies 8200 Central  
College Road New  
Albany, Ohio 43054

Paul and Lisa Mason  
8293 Central College  
Road New Albany, Ohio  
43054

Randell and Stacy Conley  
8275 Central College  
Road New Albany, Ohio  
43054

Jonathan and Precious  
Singo 8237 Central  
College Road New  
Albany, Ohio 43054

Jamie Walker and Lisa  
Tsen 8221 Central  
College Road New  
Albany, Ohio 43054

Whitney Pagani  
8257 Central College  
Road New Albany, Ohio  
43054

Richard and Debbie  
Ulery 10929 York Road  
Etna, Ohio 43105

Jean Smythe, Tr.  
8411 Central College  
Road New Albany, Ohio  
43054

Paul and Christine Stamm  
8433 Central College  
Road New Albany, Ohio  
43054

Peggy Corwin  
8397 Central College  
Road New Albany, Ohio  
43054

Albert and Diana McRoberts  
14624 Jug Street  
Johnstown, Ohio 43031

Saveson Acres Homeowners  
Association  
Ron Barrett  
91 Fitzwilliam Lane  
Johnstown, Ohio 43031



**Aaron L. Underhill**  
8000 Walton Parkway, Suite 260  
New Albany, Ohio 43054

P: 614.335.9321  
F: 614.335.9329  
aaron@uhlfirm.com

September 28, 2023

City of New Albany  
Attn: Chelsea Nichols  
99 W. Main Street  
New Albany, OH 43054

Re: Proposal of Fee-In-Lieu Payment For Parkland

Dear Chelsea:

EC New Vision Ohio LLC (aka, "Epcon") is the applicant for a final development plan and preliminary/final plat for the Courtyards at Haines Creek I-PUD, a zoning which was previously approved by the City. The zoning allows for the development of an age-restricted residential subdivision on 63.5+/- acres located to the north of and adjacent to Central College Road and generally to the west of and adjacent to the Franklin County-Licking County boundary line. The residential community is to include 151 homes.

The proposed development consists of 17.66+/- acres of combined parkland and open space. Relevant provisions of the City's Codified Ordinances require the dedication of 2,400 square feet of parkland per residential unit within the subdivision and that an additional 20% of the subdivision is to be set aside as private open space, as follows:

$151 \text{ units} \times 2,400 \text{ SF/unit parkland} = 362,400 \text{ SF}$

$362,400 \text{ SF divided by } 43,560 \text{ SF in an acre} = 8.32 \text{ acres of parkland}$

$0.20 \times 63.5 \text{ acres} = 12.7 \text{ acres open space}$

21.02 acres of combined parkland and open space are required.

The nature of this community as being age-restricted allows for greater density on the subject property than would have been allowed with traditional single-family homes. As a result, it is difficult to meet all parkland and open space requirements on the site, as the Codified Ordinances were written to generally apply the minimum requirements to a subdivision with a density of 1 unit per acre. Therefore, a fee-in-lieu of the provision of all parkland and open space in this particular community is appropriate. This request is similar to a request to pay a fee-in-lieu that was approved by City Council for another Epcon project the City, namely The Courtyards at New Albany.

The City of New Albany uses a value of \$42,000 per acre when establishing a fee-in-lieu of parkland and open space provisions, which it has determined to be the per acre average land acquisition cost for undeveloped/unimproved land within the Metro Park growth area. The proposed community will be short of parkland and open space requirements by 3.36+/- acres. Therefore, Epcon proposes a fee-in-lieu of providing a portion of parkland and open space on the site which is equal to \$141,120 (i.e., 3.36+/- acres x \$42,000/acre = \$141,120). We believe the fee-in-lieu payment, if approved, will benefit all parties involved, meet the spirit and intent of the Strategic Plan and provide additional flexibility to the City of New Albany.

Thank you for your attention to and consideration of this request. Please let us know should you have any questions or require additional information.

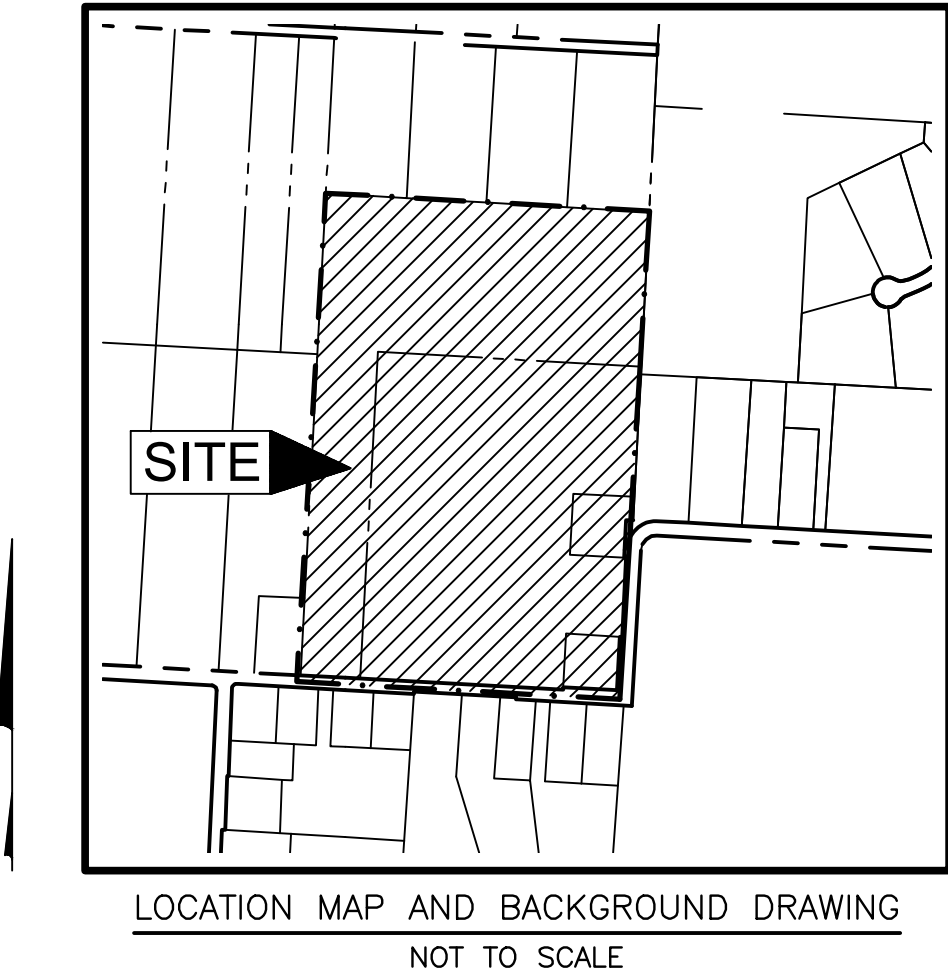
Sincerely,



Aaron L. Underhill  
Attorney for Epcon



ALTA/NSPS LAND TITLE SURVEY  
SECTION 10, TOWNSHIP 2, RANGE 16  
UNITED STATES MILITARY DISTRICT  
CITY OF NEW ALBANY, COUNTY OF FRANKLIN, STATE OF OHIO



DESCRIPTION FROM TITLE COMMITMENT NO. 22848859-JUT:

The land referred to in this commitment is described as follows: City of New Albany, County of Franklin, State of Ohio

Situated in the County of Franklin in the State of Ohio and in the City of New Albany:

PARCEL 1:

Being 10 acres, more or less, taken off the west side of 35 acres formerly owned by Jacob Kitsmiller, deceased, and the lands assigned to Catharine Kitsmiller, his widow, now deceased; commencing 47 rods 16 links west of the Franklin and Licking County line in the line of said lot and the south line of lands owned by David Hand; thence west with said line, 19 rods 3 links to the west line of the lot and east line of lands owned by said David Hand; thence south with said line 84 rods to the center of the road leading to Alexandria, Ohio; thence east with the center of said road, 19 rods 3 links to the west line of lands conveyed to Francis M. Doran for his natural life time and fee simple title to his children and heirs (said conveyance being recorded in Deed Book 330, page 490, Franklin County Deed Records); thence north with said west line, 84 rods to beginning, contained ten (10) acres, more or less, said land being in 1st Quarter, 2nd Township, Range 16, southeast part of Lot 10.

Note: Said first parcel is the same tract conveyed by Francis M. Doran and Dora A. Doran to Samuel F. Atwood and Gertrude Atwood, said conveyance being recorded in Deed Book 471 page 449, Franklin County, Ohio, Deed Records.

PARCEL 2:

Being 25 acres of land taken off the east side of 35 acres of land formerly owned by Jacob Kitsmiller, deceased, and the lands assigned to Catherine Kitsmiller, his widow, now deceased; Commencing in the center of the county road leading to Alexandria, Ohio, at the southwest corner of said lot and on the county line between Franklin and Licking Counties; thence running north with said county line 84 rods to the south line of lands owned by David Hand; thence west with said south line of said David Hand and the north line of this lot, 47 rods 16 links; thence south 84 rods to the center of said county road leading to Alexandria, Ohio; thence east with the center of said road, 47 rods, 16 links to the beginning, containing 25 acres in 1st Quarter, 2nd Township, Range 16, southeast part of Lot 10.

EXCEPTING THEREFROM THE FOLLOWING:

Being a 1.50 acre tract out of the James E. and Waneta Kitsmiller 25 acre tract, of record in Deed Book 1815, page 131, Recorder's Office, Franklin County, Ohio, deeded to Morris A. Kitsmiller, by deed of record, recorded in Deed Book 3355, page 234, Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at an iron pin marking the southeast quarter of the aforesaid 25.00 acre tract and an angle point in the center line of Central College Road in the Franklin and Licking County line;

Thence North 587.27 feet along the center line of Central College Road (sometimes known as Alexandria Road), the Franklin and Licking County line to the true point of beginning of the herein described 1.50 acre tract;

Thence S. 89 deg. 39' W. 255.61 feet along the southerly line of the herein described 1.50 acre tract to a point marking the southwest corner of said tract;

Thence North 255.61 feet to the northwest corner of said 1.50 acre tract;

Thence N 89 deg. 39' E. 255.61 feet along the northerly line of the herein described 1.50 acre tract to the northeasterly corner of said tract in the line between Franklin and Licking County;

Thence South 255.61 feet along the easterly line of the herein described 1.50 acre tract, the easterly line of aforesaid 25.00 acre tract, the Franklin and Licking County line to the place of beginning and containing 1.50 acres of land subject to all legal highways of record.

EXCEPTING THEREFROM THE FOLLOWING:

Being a 1.50 acre tract of land of the James E. and Waneta Kitsmiller 25 acre tract of record in Deed Book 1815 page 131, Recorder's Office, Franklin County, Ohio, deeded to Stanley L. Kitsmiller and Priscilla K. Kitsmiller, in Deed Book 3367, page 23 of the records of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at an iron pin in the center line of Central College Road and in the Franklin and Licking County Line, said point being an angle point in said road;

Thence S 89 deg. 39' W. 255.61 feet along the center line of said Central College Road to a point marking the southwesterly corner of the herein described 1.50 acre tract;

Thence North 255.61 feet along the westerly line of the herein described 1.50 acre tract to a point marking the northwesterly corner of said tract;

Thence N 89 deg. 30' E. 255.61 feet along the northerly line of said 1.50 acre tract to a point in the center line of Central College Road in the aforesaid Franklin and Licking County line the same being the northwesterly corner of said 1.50 acre tract;

Thence South 255.61 feet along the northerly line of said 1.50 acre tract to a point in the center line of Central College Road in the aforesaid Franklin and Licking County line the same being the northwesterly corner of said 1.50 acre tract;

Thence South 255.61 feet along the center line of said Central College Road and the line between Franklin and Licking County to the place of beginning and containing 1.50 acres of land subject to all legal highways of record.

PARCEL 3:

Being part of the east half of the southeast quarter of Section 10, Township 2, Range 16, U.S.M. Lands, beginning 41 poles south of the northeast corner of the east half of the southeast quarter of Section 10; thence west 82 poles; thence South 41 poles; thence east 82 poles; thence north 41 poles to the place of beginning, containing 21 acres, more or less.

PARCEL 4:

Being part of the east half of the southeast quarter of Section 10, Township 2 Range 16, U.S.M. Lands: Beginning at the southeast corner of said east half of the southeast corner of said east half of the southeast quarter of said section 10 and running north half the distance of the east line of said quarter section; thence west 82 poles; thence south to the south line of said Quarter Section; thence east to the place of beginning, supposed to contain 42.25 acres. Excepting therefrom the 35 acres set off and assigned as dower to Catherine Kitsmiller, described as follows: Beginning at the southeast corner of Section 10, Township 2, Range 16, U.S.M. Lands; thence north 80 poles; thence west 70 poles to the place of beginning, leaving the amount hereby conveyed and sold to the said David Hand of 28.25 acres of land, and being the same land that was sold by Emanuel Kitsmiller to the said Lafayette Clouse, being 28.25 acres of land, more or less.

PARCEL 5:

Situated in the County of Franklin, State of Ohio, and being located in the first quarter, second township, Range 16, Southeast part of Lot 10 and being a 1.50 acre tract of land of the James E. and Waneta Kitsmiller 25 acre tract of record in Deed Book 1815 page 131, Recorder's Office, Franklin County, Ohio, deeded to Stanley L. Kitsmiller and Priscilla L. Kitsmiller, in Deed Book 3367 page 23 of the records of the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at an iron pin in the center line of Central College Road and in the Franklin and Licking County Line, said point being an angle point in said road;

Thence S 89 deg. 39' W. 255.61 feet along the center line of said Central College Road to a point marking the southwesterly corner of the herein described 1.50 acre tract;

Thence North 255.61 feet along the westerly line of the herein described 1.50 acre tract to a point marking the northwesterly corner of said tract;

Thence N. 89 deg. 39' E. 255.61 feet along the northerly line of said 1.50 acre tract to a point in the center line of Central College Road in the aforesaid Franklin and Licking County line, the same being the northwesterly corner of said 1.50 acre tract;

Thence South 255.61 feet along the center line of said Central College Road and the line between Franklin and Licking County to the place of beginning and containing 1.50 acres of land, subject to all legal highways.

PARCEL 6:

Situated in the County of Franklin, State of Ohio, 1st Quarter, 2nd Township, Range 16, southeast part of Lot 10 and being a 1.50 acre tract out of the James E. and Waneta Kitsmiller 25 acre tract, of record in Deed Book 1815, page 131, Recorder's Office, Franklin County, Ohio, deed to Morris A. Kitsmiller, by deed of record, recorded in Deed Book 3355, page 243, Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at an iron pin marking the southeasterly quarter of the aforesaid 25.00 acre tract and an angle point in the center line of Central College Road in the Franklin and Licking County line;

Thence North 587.27 feet along the center line of Central College Road (sometimes known as Alexandria Road), the Franklin and Licking County line to the true point of beginning of the herein described 1.50 acre tract;

Thence S. 89 deg. 39' W. 255.61 feet along the southerly line of the herein described 1.50 acre tract to a point marking the southwest corner of said tract;

Thence North 255.61 feet to the northwest corner of said 1.50 acre tract;

Thence N. 89 deg. 39' E. 255.61 feet along the northerly line of the herein described 1.50 acre tract to the northeasterly corner of said tract in the line between Franklin and Licking County;

Thence South 255.61 feet along the easterly line of the herein described 1.50 acre tract, the easterly line of aforesaid 25.00 acre tract, the Franklin and Licking County line to the place of beginning and containing 1.50 acres of land subject, to all legal highways of record.

Schedule B Items from Title Commitment No. 2284889-JUT issued by First American Title Insurance Company with an effective date of August 22, 2022 at 8:00 A.M.

Items 1-16 NOT SURVEY RELATED ITEMS.

Item 17 Easement of record as set forth in Deed Book 3054, Page 612. THE 10' TILE DRAINAGE DITCH EASEMENT IS LOCATED ON THE SUBJECT TRACT AS SHOWN HEREON.

Item 18 Easement for Highway Purposes to the County of Franklin of record as set forth in Deed Book 3332, Page 302. THE 30' HIGHWAY EASEMENT IS LOCATED ON THE SUBJECT TRACT AS SHOWN HEREON.

Item 19 Easement for Highway Purposes to the County of Franklin County of record as set forth in Deed Book 3370, Page 492. THE 30' HIGHWAY EASEMENTS ARE LOCATED ON THE SUBJECT TRACT AS SHOWN HEREON.

Item 20 Right-of-Way Easement to Licking Rural Electrification, Inc., of record as set forth in Deed Book 3405, Page 781. THE ELECTRIC EASEMENT IS LOCATED ON THE SUBJECT TRACT (PARCELS 6 ONLY) BUT CANNOT BE DEPICTED FROM THE DOCUMENT OF RECORD.

Item 21 Right-of-Way Easement to Licking Rural Electrification, Inc. of record as set forth in Deed Book 3480, Page 510. THE ELECTRIC EASEMENT IS LOCATED ON THE SUBJECT TRACT (PARCELS 1, 2, 3, 4 AND 5) BUT CANNOT BE DEPICTED FROM THE DOCUMENT OF RECORD.

Item 22 Annexation Ordinance from Plain Township to City of New Albany of record as set forth in Instrument No. 202009140137205. THE SUBJECT TRACT IS LOCATED IN THE AREA DESCRIBED; NO EASEMENTS GRANTED THEREIN.

Items 23-25 NOT SURVEY RELATED ITEMS.

BASIS OF BEARINGS:

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Central College Road, having a bearing of South 86°52'49" East and monumented as shown hereon, is designated as the "basis of bearings" for this survey.

FEMA NOTE:

According to the Federal Emergency Management Agency's Flood Insurance Rate Map No. 39049C0207K (dated June 17, 2008), the subject tract shown hereon lies within Zone X (areas determined to be outside of the 0.2% annual chance floodplain). Any floodplain lines shown are georeferenced and are not based on actual field elevations.

UTILITY STATEMENT:

A Utility Marking and Plans request was submitted to OHIO811 on September 21, 2022. The surveyor makes no guarantee that the utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the utilities shown are in the exact location indicated, although she does certify that they are located as accurately as possible.

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.

TABLE A OPTIONAL ITEM NOTES:

9. No parking striping was observed on the subject tract at the time the fieldwork was conducted.


CERTIFICATION: Commitment No. 22848859-JUT

To: EC New Vision Ohio, LLC, Homewood Corporation, First American title Insurance Company and Unity Title, LLC;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys", jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7(a), 8, 9 and 13 of Table A thereof. The fieldwork was completed on September 30, 2022.

DRAFT

By Heather L. King Professional Surveyor No. 8307 hking@cmht.com Date

 Evans, Mechwart, Hamblen & Tilton, Inc. Engineers • Surveyors • Planners • Scientists 5500 New Albany Road, Columbus, OH 43054 Phone: 614.778.4200 Toll Free: 888.776.3448 emht.com	Date: October 10, 2022
	Scale: 1" = 100'
	Job No: 2022-0455
	Sheet: 1 of 2
REVISIONS	
MARK	DATE DESCRIPTION

ALTA/NSPS LAND TITLE SURVEY  
SECTION 10, TOWNSHIP 2, RANGE 16  
UNITED STATES MILITARY DISTRICT  
CITY OF NEW ALBANY, COUNTY OF FRANKLIN, STATE OF OHIO



SYMBOL LEGEND	
	Sign
	Guy Wire & Anchor
	Utility Pole
	Telephone Manhole
	Telephone Pedestal Box
	Telephone Pole
	Telephone Marker Post
	Fiber Optic Pull Box
	Mail Box
	Electric Meter
	Catch Basin
	Yard or French Drain

LINE LEGEND	
	Underground Comm.
	Underground Fiber Optic
	Overhead Wires

 Evans, Mechwart, Hambleton & Tilton, Inc. Engineers • Surveyors • Planners • Scientists 5500 New Albany Road, Columbus, OH 43054 Phone: 614.776.4000 Fax: 614.776.3646 emht.com		Date: October 10, 2022
		Scale: 1" = 100'
		Job No: 2022-0455
		Sheet: 2 of 2
REVISIONS		
MARK	DATE	DESCRIPTION



Engineers, Surveyors, Planners, Scientists

September 14, 2023

Mr. Steve Mayer  
City of New Albany  
Development Department  
99 West Main Street  
New Albany, OH 43054

**Subject: Courtyards at Haines Creek – Environmental Compliance**

Dear Mr. Mayer,

This letter serves to inform the City of New Albany of environmental conditions associated with the Courtyards at Haines Creek project, located north of Central College Road and west of Jug Street, in the City of New Albany, Franklin County, Ohio. The property is approximately 63 acres in size and consists of agricultural fields with several woodlots.

The subject property was delineated for Waters of the U.S. in July, 2023. The site contains two streams and ten wetlands. The delineation report is under review with the U.S. Army Corps of Engineers (USACE). Once the USACE issues an Approved Jurisdictional Determination, EMH&T will immediately file a permit application to Ohio EPA for impacts to several isolated wetlands. A second permit application will be submitted to the USACE for jurisdictional stream and wetland impacts. We expect both permits to be issued by the end of the first quarter of 2024.

If you have any questions regarding this information or require additional documentation, please do not hesitate to contact me at (614) 775-4515.

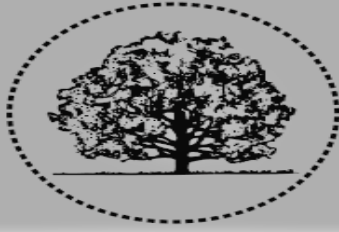
Sincerely,

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Robert F. Milligan  
Director of Environmental Services  
Principal

Cc: Sydney Berry, EMH&T  
Aaron Underhill, Underhill & Hodge LLC





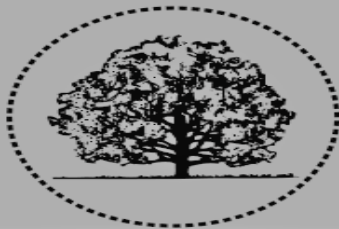
## Ascher Tree Services

This report is being written at the request of Epcon communities regarding a proposed development at 8306 Central College Rd in New Albany OH. This portion of the report pertains to the *east* side of the property. This report is intended to aid in the decision-making process on which trees have the highest rate of success given the building constraints on the property. Measurements were taken on site at 27 feet away from the eastern most property line. Decisions on which trees to be saved versus removed directly relate to tree type, location of nearest utilities, and location of equipment being used on site. All tree evaluations were performed by an International Society of Arboriculture (ISA) certified arborist with a tree risk assessment credential (TRAQ). While no tree can be 100 percent safe before or after construction, it is the intent of this report to give the most accurate description on which trees have the best chance of survival given the constraints of the site.

After evaluating the site on the conditions listed above all trees above 4 inches in diameter that are within the 30-foot tree protection zone can be saved. The location of the nearest utility should not impact any of the mature trees on site. It is recommended that all dirt be staged on the west side of the utilities trench to further protect any roots. There is a presence of invasive honeysuckle within the 30-foot protection zone and could be removed to enhance the site.

The table below outlines certain notable trees which are particularly large will be noted with an *NT*. Notes for notable trees will be given in order to allow for further protections such as where to stage dirt from the trenching process. It is worth noting that many of the notable trees as well as younger trees are oaks. Oak Wilt is a vascular fungal disease that has been found in multiple locations across central Ohio. The fungus has the capability of killing mature oak trees in a matter of weeks. This pathogen can be spread both through root grafts as well as open pruning cuts. The fungal pathogen is most active from April 15<sup>th</sup> – October 15<sup>th</sup> and it is not recommended that any pruning work be done the oak trees during this time frame.

105 <i>NT</i>	No digging or heavy equipment within 20 feet of western base of tree
106 <i>NT</i>	No digging or heavy equipment within 20 feet of western base of tree
108 <i>NT</i>	No digging or heavy equipment within 20 feet of western base of tree
118 <i>NT</i>	No digging or heavy equipment within 20 feet of western base of tree
113 <i>NT</i>	No digging or heavy equipment within 20 feet of western base of tree
114 <i>NT</i>	No digging or heavy equipment within 20 feet of western base of tree



## Ascher Tree Services

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119 <b>NT</b>	No digging or heavy equipment within 20 feet of western base of tree
Pin Oak <b>NT</b>	The tree is located North of 124 and the tag has been damaged and no number was present. No digging or heavy equipment within 20 feet of western base of tree

Please direct any questions to the below contact:

Tim Ascher

Ascher Tree Services, LLC.

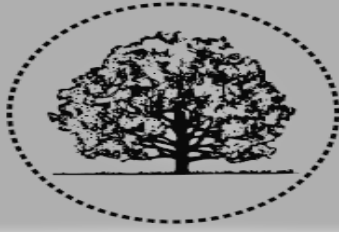
ISA Certified Arborist (OH -6294A)

Tree Risk Assessment Qualification (TRAQ) and Tree and Plant Appraisal Qualification (TPAQ)

Master of Science - Forest Management

614-286-4517

timascher@gmail.com



## Ascher Tree Services

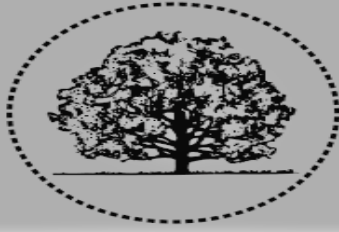
This report is being written at the request of Epcon communities regarding a proposed development at 8306 Central College Rd in New Albany OH. This portion of the report pertains to the west side of the property. This report is intended to aid in the decision-making process on which trees have the highest rate of success given the building constraints on the property. Measurements were taken on site at 38.5 feet away from the western most property line. Decisions on which trees to be saved versus removed directly relate to tree type, location from the face of the retaining wall, and location of equipment being used on site. All tree evaluations were performed by an International Society of Arboriculture (ISA) certified arborist with a tree risk assessment credential (TRAQ). While no tree can be 100 percent safe before or after construction, it is the intent of this report to give the most accurate description on which trees have the best chance of survival given the constraints of the site.

Existing trees within the 30' tree protection zone have been evaluated based on the conditions noted in the tree survey and can be saved with the exception of the following trees noted/listed in the report below. The viability of the trees closer to the proposed development on the eastern edge of the tree protection zone have been listed below with regards to the impact of the proposed grading and wall. It is further recommended that existing trees within the 50' rear yard setback but outside the 30' tree protection zone will all be impacted due to proposed site work and will be removed.

The below table will give the number of a tree which corresponds to the same tree from the initial tree survey of the site. All trees will be given a **save** or **remove** notation depending on the factors described above. Certain notable trees which are particularly large will be noted with an *NT*. Notes for notable trees will be given in order to allow for further protections where applicable given site constraints. Protections can include staging any dirt from the construction process on the east side of the wall. It is worth noting that many of the notable trees as well as younger trees are oaks. Oak Wilt is a vascular fungal disease that has been found in multiple locations across central Ohio. The fungus has the capability of killing mature oak trees in a matter of weeks. This pathogen can be spread both through root grafts as well as open pruning cuts. The fungal pathogen is most active from April 15<sup>th</sup> – October 15<sup>th</sup> and it is not recommended that any pruning work be done the oak trees during this time frame.

175	Remove
180	Save
188	Save
194	Remove
197	Save
202	Save
203	Save
206	Save





## Ascher Tree Services

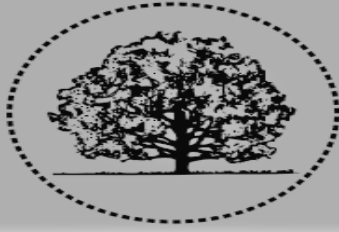
208	Save
209	Save
210	Save
219	Remove
221	Remove
230	Save
233	Save
240	Save
246	Save
277	Remove
287	Save
288	Save
298	Save
299	Save
303	Remove
310	Save
317	Save
324	Save
330	Remove
333	Remove
344	Save
351	Remove
362 <b>NT</b>	Save if no digging or heavy equipment within 20 feet of eastern base of tree.
364 <b>NT</b>	Save if no digging or heavy equipment within 20 feet of eastern base of tree.
389	Save
395	Save

Please direct any questions to the below contact:

Tim Ascher

Ascher Tree Services, LLC.

ISA Certified Arborist (OH -6294A)



## **Ascher Tree Services**

---



Tree Risk Assessment Qualification (TRAQ) and Tree and Plant Appraisal Qualification (TPAQ)

Master of Science - Forest Management

614-286-4517

[timascher@gmail.com](mailto:timascher@gmail.com)

## DO NOT DETACH

 <b>Instrument Number: 201912240172968</b> <b>Recorded Date: 12/24/2019 9:09:12 AM</b>		
 Daniel J. O'Connor Jr. Franklin County Recorder 373 South High Street, 18th Floor Columbus, OH 43215 (614) 525-3930 <a href="http://Recorder.FranklinCountyOhio.gov">http://Recorder.FranklinCountyOhio.gov</a> <a href="mailto:Recorder@FranklinCountyOhio.gov">Recorder@FranklinCountyOhio.gov</a>		<b>Return To (Box):</b> BROSIUS JOHNSON & GRIGGS BOX
<b>Transaction Number: T20190082802</b> <b>Document Type: DECLARATION</b> <b>Document Page Count: 71</b>		Box
<b>Submitted By (Walk-In):</b> BROSIUS JOHNSON & GRIGGS		
Walk-In		
<b>First Grantor:</b> EPCON NEW ALBANY LLC	<b>First Grantee:</b> COURTYARDS AT NEW ALBANY	
<b>Fees:</b> Document Recording Fee: \$34.00 Additional Pages Fee: \$552.00 Marginal Reference Fee: \$4.00 <b>Total Fees:</b> \$590.00 <b>Amount Paid:</b> \$590.00 <b>Amount Due:</b> \$0.00		<b>Instrument Number: 201912240172968</b> <b>Recorded Date: 12/24/2019 9:09:12 AM</b>

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TRANSFER  
NOT NECESSARY

DEC 24 2019

MICHAEL STINZIANO  
AUDITOR  
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX  
EXEMPT

MICHAEL STINZIANO  
FRANKLIN COUNTY AUDITOR

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

**FOR**

**THE COURTYARDS AT NEW ALBANY**

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

**sample**

Cross Reference: Plat Book 125, Pages 84-86 (Instrument No. 201901280010382)

This instrument was prepared by:

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



**INDEX**

<b><u>ITEM</u></b>	<b><u>PAGE</u></b>
Article I. APPLICABILITY .....	2
Article II. DEFINITIONS .....	3
Article III. GOALS .....	8
Article IV. AGE RESTRICTIONS .....	9
A. Qualifying Occupant .....	9
B. Persons Under 21 Years of Age Not Permitted .....	10
C. Age Verification Procedures .....	10
D. Compliance Required for Lease, Sale or Transfer of Lot .....	10
E. Owner Disclosures .....	10
F. Rules and Regulations .....	10
G. Enforcement .....	11
H. Compliance .....	11
Article V. USE RESTRICTIONS .....	11
A. Use of Lots .....	12
B. Use of Common Elements .....	12
C. Hazardous Actions or Materials .....	12
D. Signs .....	13
E. Animals .....	13
F. Nuisances .....	13
G. Business .....	14
H. Storage .....	14
I. Hotel/Transient Uses; Leases .....	14
J. Vehicles .....	14
K. Trash .....	15
L. Antennae .....	16
M. Utility Lines .....	16
N. Tanks .....	16
O. Fencing .....	16

P.	Swimming Pools.....	16
Q.	Compliance with Zoning Requirements .....	17
R.	Miscellaneous. ....	17
Article VI.	ARCHITECTURAL STANDARDS .....	17
A.	Design Review Committee.....	17
B.	Modifications.....	18
C.	Variances .....	18
D.	Improvements by Declarant.....	18
E.	Liability Relating to Approvals.....	19
Article VII.	EASEMENTS AND LICENSES.....	19
A.	Easement of Access and Enjoyment Over Common Elements.....	19
B.	Courtyard Easements.....	19
C.	Right of Entry for Repair.....	20
D.	Easement of Access over Sidewalks .....	20
E.	Easement for Utilities and Other Purposes.....	21
F.	Easement for Service.....	21
G.	Easement to the Association for Maintenance.....	21
H.	Attached Dwelling Easements.....	21
1.	Easement for Maintenance and Repair. ....	21
2.	Easement for Encroachment. ....	22
3.	Party Wall Easement. ....	22
4.	Storm Water Easement.....	22
5.	Utility/HVAC Easement. ....	22
I.	General.....	23
Article VIII.	ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.....	23
A.	Mandatory Membership .....	23
B.	Governance.....	24
C.	Powers; Authorities; Duties.....	24
Article IX.	RIGHTS AND OBLIGATIONS OF THE ASSOCIATION .....	25
A.	Common Elements .....	25

B.	Personal Property and Real Property for Common Use .....	25
C.	Cost-Sharing Agreements .....	25
D.	Rules and Regulations .....	26
E.	Implied Rights .....	26
F.	Managing Agent .....	27
G.	Insurance.....	27
1.	Fire and Extended (Special Form) Coverage .....	27
2.	Liability Coverage.....	27
3.	Directors' and Officers' Liability Insurance .....	28
4.	Other.....	28
5.	Use of Proceeds.....	28
6.	Declarant Coverage.....	28
H.	Condemnation.....	29
I.	Books; Records.....	29
Article X.	ASSESSMENT .....	29
A.	Operating Fund.....	29
B.	Types of Assessments.....	29
C.	Operating Assessments.....	30
D.	Special Assessments.....	32
E.	Individual Lot Assessments.....	32
F.	Remedies .....	33
1.	Acceleration .....	33
2.	Late Charge .....	33
3.	Application of Payments.....	34
4.	Liability for Unpaid Assessments .....	34
5.	Liens.....	34
6.	Subordination of Lien .....	35
7.	Contested Lien .....	35
8.	Estoppel Certificate.....	35

9.	Vote on Association Matters; Use of Common Elements .....	35
Article XI.	MAINTENANCE .....	36
A.	Maintenance of Common Elements by Association.....	36
B.	Lawn Mowing and Snow Removal on Lots .....	36
C.	Landscape Maintenance on Lots .....	36
D.	Maintenance by Owner.....	37
E.	Additional Responsibilities of Owners of Attached Product Lots .....	37
1.	Owner's General Responsibility.....	37
2.	Maintenance of Roofs and Exterior Elements .....	38
3.	Party Walls.....	39
4.	Right to Contribution Runs with Land.....	40
5.	Dispute Resolution .....	40
F.	Right of Association to Repair Lot.....	40
G.	Damage to Common Elements By Owner or Occupant.....	41
Article XII.	MISCELLANEOUS .....	41
A.	Term .....	41
B.	Enforcement, Waiver.....	41
C.	Amendments.....	42
1.	Amendments by Declarant.....	42
2.	Amendments by the Association.....	42
3.	Amendments by the Board.....	43
D.	Declarant's Rights to Complete Development .....	43
E.	Declarant's Rights to Re-plat Declarant's Property .....	44
F.	Mortgagee Rights .....	44
G.	Severability.....	45
H.	Mutuality. ....	45
I.	Captions.....	45
J.	Notices.....	45
K.	Exhibits.....	45



L. Construction.....45

EXHIBIT A – LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B – CODE OF REGULATIONS

sample

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

**FOR**

**THE COURTYARDS AT NEW ALBANY**

THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS AND ASSESSMENTS (the "**Declaration**") is made as of the 23<sup>rd</sup> day of December, 2019, by EPCON NEW ALBANY, LLC, an Ohio limited liability company ("**Declarant**").

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

B. Declarant desires to develop and is developing the Property into an age-restricted residential subdivision intended to be occupied primarily by persons 55 years of age and older to be known as The Courtyards at New Albany (hereinafter the "**Community**") and desires hereby to and does restrict the use and occupancy of the Property for the protection of the Property and the future owners of the Property and to provide for the preservation of the values and amenities in The Courtyards at New Albany for the benefit of the present and future Owners of the subdivision Lots and the Improvements constructed on them.

C. Declarant desires that all of the Property be encumbered with the covenants, easements, conditions and restrictions set forth herein including, but not limited to, those intended to facilitate the Property to be occupied primarily by persons 55 years of age and older, which covenants, easements, conditions and restrictions shall run with the land and be binding on all parties having any right, title or interest in the Property, or any part thereof, their heirs, successors and assigns, including the future Owners of any Lot subject to the provisions of this Declaration, the Declarant, the Declarant's successors and assigns, and any utility companies, whether public or private, who are granted rights herein.

D. The Community is intended to provide housing primarily for persons 55 years of age and older in accordance with the Fair Housing Amendments Act of 1988, codified in 42 U.S.C. §3601 et seq., as amended from time to time, and the exemptions therefrom provided in 42 U.S.C. §3607 and the Housing for Older Persons Act of 1995.

E. Located contiguous to or near the Community is property that has been or in the future may be developed as an extension of The Courtyards at New Albany with subdivision lots for homes and other improvements to be built on them, and additional

landscaped, green areas and/or other amenities and improvements, and subjected to the plan and restrictions created hereby. This property is referred to herein as the “**Additional Property.**”

F. Declarant deems it desirable for the accomplishment of these objectives to create an association to which is delegated and assigned the non-exclusive right and obligation to administer and enforce the provisions hereof, to own and/or maintain various properties, to have easement rights with respect to certain property, to administer such property, and to collect and disburse funds necessary to accomplish these objectives. Accordingly, Declarant shall cause to be incorporated The Courtyards at New Albany Homeowners’ Association, Inc. (the “**Association**”), as a nonprofit corporation, under and pursuant to the laws of Ohio, whose Members are and will be all of the Owners of a Lot or Lots in the Community, as the same may be comprised from time to time.

### **COVENANTS, EASEMENTS, CONDITIONS, RESTRICTIONS AND ASSESSMENTS**

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

#### **Article I. APPLICABILITY**

This Declaration shall initially apply to the entire Property as described on the attached Exhibit A. If Declarant owns, and/or acquires additional property adjacent to or near the Property, intended by Declarant for future development, generally consistent with the development of the Community, Declarant may annex said additional property to, and declare them to be, subsequent phases of the Community. Upon such annexation, Declarant shall have the right, but not the obligation, to subject such annexed property to the terms and conditions of this Declaration. Declarant may subject annexed property to this Declaration without modification, or Declarant may supplement and/or amend this Declaration as it applies to such additional phases of development. As to each development phase of the



Community, Declarant may re-record this Declaration with an attached exhibit which modifies and/or supplements this Declaration with respect to such phase, or Declarant may incorporate this Declaration by reference into a supplemental declaration or an amendment or supplement to this Declaration which establishes the modifications and/or supplemental provisions desired by Declarant to be applicable to such phase. The modifications and/or supplemental provisions applicable to different phases of development at the Community may be comparable to, more restrictive or less restrictive than the parallel provisions applicable to other development phases, as determined to be appropriate by Declarant in the exercise of its sole discretion. In the event of any inconsistency between the provisions of this Declaration and the provisions of any phase-specific modifications and/or supplements or amendments to this Declaration, the terms of the phase-specific document shall control.

## **Article II. DEFINITIONS**

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

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

B. "Articles" and "Articles of Incorporation" – the Articles of Incorporation when filed with the Secretary of State of Ohio, incorporating The Courtyards at New Albany Homeowners' Association, Inc. (the "Association") as a nonprofit corporation under the provisions of Chapter 1702 of the Revised Code of Ohio ("Chapter 1702").

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

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

E. "Association Governing Documents" – the Association's Articles of Incorporation, Code of Regulations, its Rules and all amendments thereto, this Declaration and all amendments and/or supplements thereto, any supplemental declaration and all amendments or supplements thereto, applicable building and zoning laws and ordinances, and any recorded plats for the Community.



F. "Attached Dwelling" – a residential dwelling constructed on an Attached Product Lot which shares a common (i.e., party) wall with the dwelling on the adjacent Attached Product Lot.

G. "Attached Product Lot" – a Lot which is part of the Community on which a Dwelling is constructed, or will be constructed and which Dwelling is, or is intended to be, physically attached by a party wall to the Dwelling constructed on an adjacent Attached Product Lot, which may also be identified in this Declaration or in an amendment thereto as an Attached Product Lot.

H. "Board" and "Board of Directors" – the board of directors or other management body of the Association.

I. "Code of Regulations" and "Code" – the Code of Regulations of the Association (often referred to as "bylaws") created under and pursuant to the provisions of Chapter 1702, providing certain operating rules and procedures for the Association, as the same may be amended from time to time. A true copy of the Code of Regulations is attached to this Declaration as Exhibit B and made a part hereof by this reference.

J. "Common Elements" – all real and personal property now or hereafter acquired by the Association, or benefited by easement to it, pursuant to the provisions hereof, or otherwise, for the common use and the enjoyment of the Owners, or for the operation of the Association. The Common Elements may include open spaces, reserve areas, entranceway and community border features, detention areas, bank/cluster mailbox(s), a clubhouse, if any, an outdoor swimming pool, if any, and other property designated by Declarant or the Board (as the Board will be constituted following the Turnover Date) to be Common Elements, and benefiting the Owners and Occupants of those Lots and Improvements in the Community. Upon conveyance to the Association, the Common Elements will include, but not be limited to, Reserves B and C, respectively, as described in Exhibit A and may include additional areas in the future.

K. "Common Expense" – an expense incurred in owning, maintaining, improving or operating the Common Elements; in performing maintenance, repair and replacement obligations of the Association pursuant to the Association Governing Documents, applicable zoning regulations approved plats, recorded easements or any agreement entered into by the Declarant or the Board on behalf of the Association; or in operating the Association pursuant to the provisions of the Association Governing Documents and the Planned Community Act.

L. "Community" or "Courtyards at New Albany" – all property that at any time has been subjected to the provisions of this Declaration, initially including all of the Property described in Exhibit A attached to this Declaration, and will include all property

subjected to the provisions of the Declaration by amendment or supplement to the Declaration or by supplemental declaration, and all property owned by the Association, together with all easements and appurtenances.

M. "Courtyard Easement" – means an easement located on a Courtyard Lot and benefitting a contiguous Courtyard Lot and the owners thereof and permitting and providing for the construction, reconstruction, maintenance, repair, replacement and use of an enclosed courtyard area and the improvements within that area, including, but not limited to, patios, porches, fire pits, water features, and landscaping. The Courtyard Easement area on a Lot is an area bounded generally by the side of the Dwelling located on that Courtyard Lot, fences extending to and from the Dwelling on that Courtyard Lot and the Dwelling on the adjacent contiguous Courtyard Lot to which the fences extend, and the property boundary line between the two contiguous Courtyard Lots all as initially constructed by Declarant and/or shown on a recorded plat of the Community.

N. "Courtyard Lot" – a Lot on which a Courtyard Easement is located or which is benefitted by a Courtyard Easement and includes Lots 1-9, 11-16, 18-22, 24, 26-30, 32-36 and 39-67, respectively, and such other Lots in the Community that are designated by Declarant to be Courtyard Lots.

O. "Declarant" – Falcon New Albany, LLC and any successor or assignee to which it specifically assigns any of its rights and which assumes its obligations hereunder by a written instrument.

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

Q. "Design Review Committee" – the committee appointed by the Board to have the power and authority to establish and enforce architectural standards governing the construction of, and all subsequent modifications, additions or alterations to, Improvements in the Community and to review, approve or disapprove the same.

R. "Dwelling" or "Residence" – an Improvement on a Lot intended exclusively for occupancy as a single-family home.

S. "Exempt Property" – means the portion of the real property comprising the Community (1) now or hereafter dedicated to common public use or owned by the United States, the State of Ohio, any County, Village, City, Township, school board, or similar governmental body, or any instrumentality or agency or any such entity, for so long as any such entity or any such instrumentality or agency shall be the owner thereof, or (2) owned by the Association; provided in either such case, the same is not utilized as a Residence.



T. "Fair Housing Amendments Act" – means the Fair Housing Amendments Act as codified in 42 U.S.C. §3601 et seq., as amended from time to time.

U. "Housing for Older Persons Act" – means the Housing for Older Persons Act of 1995 amending the definition of housing for older persons to include housing intended and operated for occupancy by at least one person 55 years of age or older.

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

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

X. "Lot" – a separate parcel of real property now or hereafter identified upon a recorded plat of the property in the Community, or any portion thereof, or recorded re-subdivision thereof and any other separate parcel of real property designated as a Lot by Declarant, and which property has been subjected to the provisions of this Declaration, including Courtyard Lots and Attached Product Lots, but excluding the Common Elements and any portion of the Property dedicated for public use. Declarant reserves the right to split and/or combine currently platted Lots into new platted Lots without the consent or approval of Owners of other Lots in the Community, as Declarant may deem such split or combination to be beneficial to the Property from time to time. Any and all references

herein to a "Lot" shall include any such re-platted Lots. Once a split/combination is completed, the former lots shall cease to be "Lots" for any and all purposes hereunder.

Y. "Managing Agent" – the person or entity retained by the Board to assist in the management of the Association.

Z. "Member" – any Person or entity meeting the requirement for membership in the Association.

AA. "Occupant" – a person lawfully residing in a Dwelling on a Lot, regardless of whether that Person is an Owner.

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

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

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

EE. "Planned Community Act" – Chapter 5312 of the Ohio Revised Code.

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

GG. "Reserve Fund" – the fund established pursuant to Article X.

HH. "Rules" – the rules and regulations governing (1) use of the Property in the Community and (2) the conduct of Members and their respective families, guests, licensees and invitees, as may be established by the Board from time to time, together with the



architectural standards that may be adopted by the Design Review Committee or the Board from time to time.

II. "Special Assessment" – an Assessment that the Association through its Board may levy upon all Lots, except Exempt Property, and the Lot Owners to pay for unanticipated operating deficiencies, or to pay for capital expenditures not regularly budgeted and not to be paid out of monetary reserves, such as costs for major capital improvement replacements and for major new capital improvements, or any other similar purpose determined appropriate by the Board in furtherance of its functions hereunder.

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

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

## Article I. GOALS

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

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

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

G. Creation and operation of a community primarily for persons 55 years of age or older and to comply with the Fair Housing Amendments Act and the exemptions therefrom provided by 42 U.S.C. §3607 and the Housing for Older Persons Act and the regulations thereunder;

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

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

#### Article IV. AGE RESTRICTIONS

Pursuant to the applicable zoning for the Property, the Dwellings constructed on the Lots are intended for the housing of residents 55 years of age or older, although younger persons are not restricted from occupying a Dwelling along with a resident 55 or older so long as occupancy is in compliance with the terms of this Article IV. The provisions of this Article IV are intended to establish the policies and procedures necessary for the Community to qualify as housing intended for older persons under the Fair Housing Amendments Act and the Housing for Older Persons Act. Declarant and the Board of Directors each has the right to amend this Article IV to make this provision consistent with the Fair Housing Amendments Act and the Housing for Older Persons Act, and to maintain the intent and enforceability of the provisions of this Article IV. In order for the Community to qualify as housing for older persons under the Fair Housing Amendments Act and the Housing for Older Persons Act, at least 80% of the Dwellings must be occupied at all times by at least one person age 55 or older. Each Lot within in the Community shall be subject to the following provisions:

A. Qualifying Occupant. Subject to the specific exceptions set forth in this Declaration, at least one Occupant of each Dwelling must be 55 years of age or older (the "Qualifying Occupant"). If a Qualifying Occupant dies, however, the remaining Occupants may continue to occupy the Unit even though none are 55 years of age or older so long as the continued occupancy does not jeopardize compliance with the requirements of the Fair Housing Amendments Act and the Housing for Older Persons Act. In addition, a Qualifying Occupant may be temporarily absent from the Dwelling, as long as (1) the Dwelling is not rented to others, (2) the Qualifying Occupant returns to the Dwelling on a periodic basis, and (3) the Qualifying Occupant remains legally and financially responsible for the upkeep of the Unit.



B. Persons Under 21 Years of Age Not Permitted. No Dwelling on a Lot may be occupied by any person under 21 years of age. For purposes of this Article IV only, a person is deemed to occupy a Dwelling only if the person stays overnight in the Dwelling more than 90 days in any consecutive 12-month period.

C. Age Verification Procedures. In order to determine whether the age requirements are being met at all times, each Owner is required to provide to the Association, within 10 days of a request by the Association, a statement signed by the Owner certifying that at least one Occupant of the Dwelling is 55 years of age or older. In addition, upon request of the Association, each Owner is required to promptly provide reasonable documentary evidence as may be requested by the Association to verify the accuracy of an Owner's certification of occupancy submitted under this Article IV. Should a change occur in the number or identity of persons occupying a Dwelling as a result of a transfer, sale, gift, lease, sublease, assignment, death, birth, marriage, separation, divorce or other event, the Owner of the Lot on which the Dwelling is located is required to notify the Association immediately of the event in writing, and to provide to the Association with the names and ages of all Occupants of the Dwelling, in addition to other information as the Association may reasonably request.

D. Compliance Required for Lease, Sale or Transfer of Lot. Nothing in this Article IV is intended to restrict the ownership or transfer of title to any Lot, subject, however to compliance with the provisions for housing intended for older persons under the Fair Housing Amendments Act and the Housing for Older Persons Act. Accordingly, no person may occupy any Dwelling on a Lot unless the requirements of this Article IV are met, and no Owner may permit occupancy of any Dwelling on the Owner's Lot in violation of this Article IV.

E. Owner Disclosures. In transferring title to a Lot or leasing a Dwelling on a Lot, each Owner must: (1) clearly disclose to prospective purchasers or lessees or other potential Occupants of a Dwelling on a Lot that the Lots in the Community are intended to qualify as housing for older persons under the Fair Housing Amendments Act and the Housing for Older Persons Act; and (2) include in conspicuous type, in any lease, occupancy agreement, or contract for sale of the Lot, a statement, countersigned by the lessee or purchaser, that the Lot and the Dwelling thereon is intended to qualify as housing for older persons under the Fair Housing Amendments Act and the Housing for Older Persons Act, and, in the case of a lease or occupancy agreement, that failure to comply with the provisions of the age restriction constitutes a default under the lease.

F. Rules and Regulations. The Association shall adopt, implement and enforce Rules, regulations and procedures to ensure that at all times the Community shall qualify for the "Housing for Older Persons" exemption under the Fair Housing Amendments Act and comply with this Article IV, including, without limitation, rules, regulations, and procedures

to verify such compliance (such as surveying the Community at least once every two years to ensure compliance). The Association shall maintain appropriate records evidencing such compliance on an ongoing basis and shall maintain said records (on a rolling basis) for a minimum period of 10 years. The Association shall periodically distribute such Rules and regulations to the Owners and make copies available to the Owners, their tenants and mortgagees upon reasonable request.

G. Enforcement. The Association, through its Board, shall have the power and authority to administer and enforce the provisions of this Article IV in any legal manner available, as it deems appropriate, including, without limitation, conducting a census of the Occupants, requiring copies of birth certificates or other proof of age for each Occupant to be provided to it on a periodic basis, and taking action to evict the Occupants of a Dwelling on a Lot which does not comply with the requirements and restrictions of this Article IV. EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT OR OTHERWISE REMOVE THE OCCUPANTS OF A DWELLING ON THAT OWNER'S LOT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS ARTICLE IV AND THE FAIR HOUSING AMENDMENTS ACT AND THE HOUSING FOR OLDER PERSONS ACT. Each Owner shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of Dwellings on that Owner's Lot which in the judgment of the Board are reasonably necessary to monitor compliance with the provisions of this Article IV.

The provisions of this Article IV may also be enforced by the City of New Albany, Ohio (the "City"), as a third party beneficiary hereunder, by an action in law or in equity, including, without limitation, an injunction requiring specific performance hereunder. Notwithstanding the foregoing, the City's rights are limited to compelling enforcement of the age restriction requirements hereunder and it shall not be responsible for adopting, implementing, or enforcing any rules, regulations, or procedures to ensure such compliance.

H. Compliance. Each Owner shall be responsible for ensuring compliance of that Owner's Lot with the requirements and restrictions of this Article IV, and the Rules of the Association adopted hereunder, by its tenants and other Occupants of the Dwelling on that Lot Owner's Lot. EACH OWNER, BY ACCEPTANCE OF TITLE TO A LOT, AGREES TO INDEMNIFY, DEFEND AND HOLD THE ASSOCIATION HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES AND CAUSES OF ACTION WHICH MAY ARISE FROM FAILURE OF THAT OWNER'S LOT TO SO COMPLY.

#### **Article V. USE RESTRICTIONS**

The following restrictions and covenants concerning the use and occupancy of the Property and Improvements thereon shall run with the land and be binding upon the



Declarant and every Owner or Occupant, their respective heirs, successors and assigns, as well as their licensees, family members, guests, and invitees:

A. Use of Lots. Except as otherwise permitted herein, each Lot shall be occupied and used exclusively for single-family, residential purposes and purposes customarily incidental to a Residence. No building on a Lot, nor any portion of any Lot, shall be used for any purpose other than that of a Residence for individuals living together as a single housekeeping unit, and uses customarily incidental thereto including courtyard areas. Specifically, no building may be used as a rooming house, group home, commercial foster home, fraternity or sorority house, or any similar type of lodging, care or treatment facility. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a Residence either temporarily or permanently; provided, however, that nothing herein shall prevent the use of trailers or temporary buildings by Declarant or, by builders approved by Declarant for sales and construction management and related uses during the construction and sale of Dwellings in the Community. All Improvements are also subject to and shall continue to be subject to the requirements of any governmental entity exercising jurisdiction over such Improvements and the Lot.

B. Use of Common Elements. Any Common Element may be used only in accordance with the purposes for which it is intended and for any reasonable purposes incidental to the residential use of a Lot and shall be subject to the rules and regulations governing the use as promulgated by the owner or owner(s) of the property and the Association. All uses of the Common Elements owned by the Association shall benefit or promote the health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and Occupants, and shall comply with the provisions of this Declaration, the laws of the State, the Rules, and the other Association Governing Documents. The Association, acting through its Board of Directors, shall possess all power and authority vested in it pursuant to the Articles of Incorporation and Code of Regulations of the Association, the Declaration, the other Association Governing Documents, and the Planned Community Act, including, but not limited to, the right to (1) contract, lease, or assign interest in; (2) initiate, defend, negotiate and settle claims arising from casualty, condemnation or other actions with respect to; and (3) establish Rules governing conduct upon the Common Elements owned by the Association and all Improvements located thereon.

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

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

E. Animals. Except as hereinafter provided, no animals, reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot, or in or upon any part of the Common Elements. Notwithstanding the foregoing, household domestic pets, not bred or maintained for commercial purposes, may be maintained inside of a Dwelling constructed on a Lot, provided that: (1) the maintaining of animals shall be subject to such rules and regulations as the Board may from time to time promulgate including, without limitation, the right to place limitations on the size, number and type of such pets, and the right to levy administrative and enforcement charges against persons who do not clean up after their pets; and (2) the right of an Owner or Occupant to maintain an animal in a Dwelling on a Lot shall be subject to termination if the Board, in its full and complete discretion, determines that maintenance of the animal constitutes a nuisance, creates a detrimental effect on the Community or other Lots or Occupants, or possession of which violates any law, rule or ordinance promulgated by a governmental or quasi-governmental entity. Any animal defined as "vicious" or "dangerous" pursuant to the provisions of Ohio Revised Code Chapter 955, as the same may be amended from time to time, is specifically prohibited. Outdoor doghouses, animal cages or runs are prohibited without the express prior approval of the Design Review Committee.

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



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

H. Storage. Except for the reasonably necessary activities of the Declarant during the development of the Property (including the construction of Dwellings or other Improvements by Declarant), no open storage of any kind is permitted and no storage buildings, barns, sheds of any kind are permitted on any Lot. The limitations contained in this Section shall not apply to any storage as may be necessary during the construction of a Dwelling on a Lot by Declarant or builder approved by Declarant.

I. Hotel/Transient Uses; Leases. No Lot and no Dwelling or Improvement on a Lot may be used for hotel or transient uses, including without limitation, uses in which an Occupant is provided customary hotel services such as room service for food and beverage, maid service, furnishing laundry and linen, or similar services, or leases to roomers or boarders that is, rental to one or more Persons of only a portion of a Dwelling on the Lot. All leases shall be in writing and shall be subject to this Declaration and the other Association Governing Documents. Each Lot Owner shall be responsible for including the statement that "The Lots and Dwellings within the Community are intended primarily for the housing of persons 55 years of age or older" in conspicuous type in any lease or other occupancy agreement relating to such Lot Owner's Lot, for clearly disclosing such intent to any prospective tenant or other potential Occupant of a Dwelling on a Lot and for otherwise complying with the provisions of Article IV.

J. Vehicles.

1. The Board is granted the power and authority and shall be entitled to create and enforce reasonable Rules concerning placement and the parking of any vehicle permitted in or on the Property or in the Community. In addition to the Board's authority to levy Individual Lot Assessments as administrative or



enforcement charges for the violation of such Rules, the Board shall be authorized to cause the removal of any vehicle violating such Rules, including on Lots, unless such vehicles are located in permitted, enclosed structures shielded from view.

2. No commercial vehicles, snowmobiles, watercraft, trailers, campers, buses or mobile homes shall be parked or stored on the Common Elements or on any Lot (except in an enclosed permitted structure shielded from view) for a total of more than 48 hours in any 30 day period, provided, however, that nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of Residences on the Lots. Nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of Dwellings or Improvements on the Lots or the development of the Community by Declarant or builders, employees and contractors approved by Declarant. In addition, no automobile or other motorized vehicle of any type or description which is not functionally or legally operable on public highways shall be kept, stored, operated or maintained on or in front of any Lot or on the Common Elements within the Community for a period longer than seven days, unless the same is entirely contained and shielded from view within a permitted structure. After such time the vehicle, trailer or part shall be deemed to be a nuisance, and may be removed by the Association at the Lot Owner's expense.

For the purpose of this Section, the terms "truck" and "prohibited commercial vehicle" shall include vehicles that have a length of more than 21 feet and all vehicles that include any visible exterior storage of tools or materials; provided, however, that up to two ladders may be visible. Dump trucks, tow trucks, flat bed car hauling trucks, panel trucks and vans larger than one-ton capacity, pickup trucks larger than one-ton capacity, and semi type tractors and trailers, shall in every instance be considered to be a prohibited truck and/or a prohibited commercial vehicle. For the purpose of this Section, the word "trailer" shall include landscaping trailer, open bed trailer, trailer coach, house trailer, mobile home, automobile trailer, camp car, camper or any other vehicle, whether or not self-propelled, constructed or existing in such a manner as would permit use and occupancy thereof, or for storage or the conveyance of personal property, whether resting on wheels, jacks, tires or other foundation.

K. Trash. Except for the reasonably necessary activities of the Declarant during the development of the Property, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers and stored either inside of a permitted structure or within areas approved by the Design Review Committee or Board. Any permitted structure or screened area must comply with all requirements of any and all governmental entities having jurisdiction over a Lot. The foregoing notwithstanding, trash cans and other waste containers shall be permitted to be placed near

the street or designated pick-up area on days when refuse collection occurs or as otherwise permitted by the Rules. No emptied trash containers shall be allowed to remain visible for more than eight hours following the trash pick-up.

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

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

N. Tanks. No tanks for the storage of propane gas, fuel oil or any other combustible substance shall be permitted to be located above or beneath the ground of any Lot except that up to two propane tanks, of the size customarily used in residential propane gas grills are permitted for use with a propane gas grill. This Section shall not apply during the construction of any Dwellings on the Lots or to any Lot containing Declarant's sales trailer.

O. Fencing. Except as otherwise provided herein, no fence may be constructed on any Lot except those installed by Declarant or the Association or a fence enclosing a courtyard area as approved by the Declarant or the Design Review Committee. Permitted fences shall comply with the architectural standards established for the Community.

P. Swimming Pools. No above-ground or in-ground swimming pool shall be permitted on any Lot. The foregoing notwithstanding, the Design Review Committee may, in its sole and absolute discretion, allow a hot tub or sauna to be installed on a Lot so long as the hot tub or sauna is designed for no more than eight adults and meets such requirements as the Design Review Committee lawfully requires.



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

R. Miscellaneous. The following Improvements shall not be permitted on any Lot: (1) outdoor clotheslines and (2) window air conditioning units.

#### Article VI. ARCHITECTURAL STANDARDS

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

A. Design Review Committee. The Design Review Committee shall be a committee consisting of not less than three persons, except that prior to the Turnover Date, Declarant shall have the sole and exclusive right to (1) appoint and remove all members of the Design Review Committee, at will; (2) serve itself as the Design Review Committee; or (3) delegate to the Association's Managing Agent the responsibility to act as the Design Review Committee. After the Turnover Date, the Board shall have the right, in its discretion, to appoint and remove all members to the Design Review Committee, to delegate to the Association's Managing Agent (if applicable) the responsibility to act as the Design Review Committee, or the Board of Directors may, in its discretion, serve as the Design Review Committee.

The Design Review Committee shall have the exclusive authority to determine the architectural standards which shall govern the construction of Improvements on a Lot. Each Owner covenants and agrees by acceptance of a deed to a Lot, to comply with, and to cause that Owner's Lot and any Occupant thereof to comply with the standards adopted by the Design Review Committee and the provisions of the Declaration. No Improvement shall be placed, erected or installed on a Lot, no plantings or removal of plants, shrubs or trees on a Lot shall be permitted, and no construction (which term shall include in its definition staking, clearing, excavation, grading and other site work) shall be commenced or continued on a Lot until and unless the Owner first obtains the written approval thereof by the Design Review Committee and otherwise complies with any zoning regulations and all provisions of the Association Governing Documents. If the Design Review Committee consists of appointed



individuals, the Design Review Committee shall act in accordance with the concurrence of a majority of its members.

B. Modifications. Except as otherwise provided in this Declaration, the Design Review Committee and local governmental authorities having jurisdiction over the Property in the Community shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to the Property including each Lot and Dwellings constructed thereon. No Person, without first obtaining the written consent of the Design Review Committee, shall construct, install or modify any Improvements on a Lot, alter any surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, install any permanent recreational device, or any swing-set, playground, basketball hoop, or other similar Improvement, change the grade or contour of any Lot, change the material of any driveway, modify the exterior lighting, change the mailbox or address marker, construct or have installed any porch, deck, patio, gazebo, or fence, modify any landscaping, install any sign(s) not otherwise prohibited herein or by applicable law, or otherwise modify or alter any Improvement visible to other Lots or the Common Elements. Owners shall submit plans and specifications showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Committee for its approval. Without limiting the generality of the foregoing, in connection with the Design Review Committee's exclusive authority to review and approve or disapprove proposed Improvements, the Design Review Committee may, among other things, require screening, the use of certain materials and/or colors for a proposed Improvement and designate the location of said Improvement. The Design Review Committee may charge a nominal fee in connection with processing applications submitted pursuant to this Section. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of that Owner's Dwelling. All construction, modifications, additions or alterations of Improvements on or to the Property must comply with the requirements of the local governmental authority having jurisdiction over the Property.

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

D. Improvements by Declarant. The foregoing to the contrary notwithstanding, all Improvements, including, but not limited to, Dwellings, buildings and landscaping

constructed by the Declarant, or its agents, or designated assignees, or constructed by builders approved by Declarant, shall be deemed to comply in all respects with the provisions of this Declaration, any design guidelines, and the requirements of the Design Review Committee or Board, and shall not require approval of the Association, the Board, the Owners or the Design Review Committee; provided that such Improvements comply with the provisions of this Declaration and the required architectural standards for the Community adopted by the Declarant.

E. Liability Relating to Approvals. Neither Declarant, the Association, the Board, the Design Review Committee, nor any member thereof, nor any of their respective heirs, personal representatives, successors and assigns, shall be liable to anyone submitting plans and specifications for approval by reason of mistakes of judgment, negligence, or nonfeasance arising out of, or in connection with the approval or disapproval or failure to approve the same. Every Person and Lot Owner who submits plans and/or specifications or otherwise requests approval from the Design Review Committee agrees, by submission thereof, that they will not bring any action or suit, seek damages, or otherwise attempt to compel the approval of the same. Each Lot Owner shall be responsible for ensuring that any Improvements constructed on their Lot comply with any zoning ordinances and any easements, covenants and conditions of record.

#### Article VI. EASEMENTS AND LICENSES

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

B. Courtyard Easements. Each Courtyard Lot ("**Burdened Courtyard Lot**") in The Courtyards at New Albany is hereby made subject to and burdened with a "Courtyard Easement" in favor of and benefitting an immediately contiguous Courtyard Lot ("**Contiguous Courtyard Lot**"). The Owner or Owners of each Burdened Courtyard Lot grants to the Owners and Occupants of the Contiguous Courtyard Lot adjacent to that Burdened Courtyard Lot the right to construct, reconstruct, maintain, repair, replace and use



an enclosed courtyard area and the improvements within that area, including, but not limited to, patios, porches, fire pits, water features, and landscaping, as well as the fencing enclosing the courtyard, located on a portion of the Burdened Courtyard Lot. The Courtyard Easement area is limited to an area bounded generally by the side of the Dwelling constructed on the Burdened Courtyard Lot, fences extending to and from the Dwelling on the Burdened Courtyard Lot and the Dwelling constructed on the Contiguous Courtyard Lot to which the fences extend, and the property boundary line between the two Courtyard Lots, all as initially constructed by Declarant (or its specific successors and assigns) and/or shown on a recorded plat of the Community. The Owner and/or Occupant of the Contiguous Courtyard Lot shall not temporarily or permanently attach or affix any improvements to the Dwelling on the Burdened Courtyard Lot or otherwise cause damage to it when exercising that Owner's or Occupant's rights created pursuant to the Courtyard Easement. The Owner and/or Occupant of the Contiguous Courtyard Lot shall neither relocate the location of the fence constructed by Declarant nor modify the location or size of the Owner and/or Occupant's enclosed courtyard area.

The Owner of the Burdened Courtyard Lot shall have a right of entry and access to, over, upon and through the Courtyard Easement, for the sole purpose of enabling that Owner (or that Owner's designees) to perform obligations, rights, and duties pursuant hereto with regard to reasonable and necessary maintenance, repair, and restoration of that Dwelling on the Burdened Courtyard Lot. In the event of an emergency, the Lot Owner's right of entry to the Courtyard Easement may be exercised without notice; otherwise, the Lot Owner shall give the Owners or Occupants of the Contiguous Courtyard Lot not less than 24 hours advance notice prior to entering the adjacent Courtyard Easement.

C. Right of Entry for Repair. The Association, through its authorized agents, contractors, and representatives, shall have a right of entry and access to, over, upon and through all of the Property subject to this Declaration, including without limitation the Lots and Courtyard Easements, for the purpose of performing the Association's obligations, rights and duties pursuant to the Association Governing Documents with regard to enforcement of the covenants, restrictions and other provisions of the Declaration and the Association Governing Documents, and the maintenance, repair, restoration and/or servicing of any items, things or areas for which the Association has responsibility or the right to perform. The Association may enter any Lot at any time to perform its obligations under the Association Governing Documents. In addition, the Association may enter a Lot to remove or correct any violation of any provision of the Association Governing Documents, including but not limited to the provisions of the Declaration and the Rules, but only during reasonable hours and after providing 72 hours advance notice to the Owner, except in cases of emergency.

D. Easement of Access over Sidewalks. Every Owner and Occupant, and their respective guests and invitees, shall have a right and easement in, over, and upon the



sidewalks within the Community (but not the service walks connecting the driveway on a Lot to the front porch, stoop or courtyard of the Dwelling on the Lot) for purposes of pedestrian ingress and egress and pedestrian movement throughout the Community. The easements shall run with the land and be binding on the Owners and their successors and assigns.

E. Easement for Utilities and Other Purposes. The Board or Declarant may convey easements over the Common Elements owned by the Association to any entity for the purpose of constructing, installing, maintaining, and operating poles, pipes, conduits, wires, ducts, cables, stormwater control improvements and other equipment necessary to furnish electrical, gas, sewer, water, telephone, cable television, stormwater drainage and other similar utility or security services, whether of public or private nature, to the Community and to any entity for such other purposes as the Board or Declarant deems appropriate; provided that such equipment or the exercise of such easement rights shall not unreasonably interfere with any Owners' use and enjoyment of that Owner's Lot. The Board or Declarant may grant such easements over all portions of the Community for the benefit of adjacent properties as the Board or Declarant deems appropriate; provided that the grant of such easements imposes no undue, unreasonable, or material burden or cost upon any property in the Community, and further provided that the Board or Declarant may not convey any easement over a Lot without the prior written consent of the Owner of such Lot (which consent shall not be unreasonably withheld, delayed or conditioned).

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

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

H. Attached Dwelling Easements.

1. Easement for Maintenance and Repair. Subject to the provisions of this Declaration and the Rules, each Owner of an Attached Product Lot shall have a non-exclusive easement and right-of-entry, appurtenant to such Owner's Attached Product Lot, over an adjoining Attached Product Lot and Attached Dwellings for the purpose of performing maintenance and repair work on such Owner's Attached Product Lot or Attached Dwelling or such other obligations that the Attached Product

Lot Owner has pursuant to the provisions hereof; provided that such Owner shall use the most direct, feasible route in entering another Attached Product Lot or Attached Dwelling for such purpose and shall, at such Owner's expense, restore the surface area so entered to the condition existing immediately prior to such entry. Such easement shall include, but not be limited to, a right of access to the roof area(s) of the Attached Dwelling constructed on an adjoining Attached Product Lot(s) for the purpose of inspection, maintenance and repair of such roof area.

2. Easement for Encroachment. Subject to the provisions of this Declaration and the Rules, each Owner of an Attached Product Lot shall have a non-exclusive easement, appurtenant to such Owner's Attached Product Lot, over each adjoining Attached Product Lot for the purpose of accommodating any encroachment of such Owner's Attached Dwelling onto an adjoining Attached Product Lot due to errors in original construction, settlement or shifting of the Attached Dwelling, roof overhangs, gutters, draining of rain water from roofs, or any other similar cause. Such easement shall remain valid for so long as such encroachments exist; and should an Attached Dwelling be partially or totally destroyed and then repaired or rebuilt, such easement shall continue in order to permit any resulting encroachments of a similar nature.

3. Party Wall Easement. Subject to the provisions of this Declaration and the Rules, each Owner of an Attached Product Lot shall have a right and easement, appurtenant to such Owner's Lot, over each adjoining Attached Product Lot for the purpose of maintaining and using the party wall which serves as the common wall between the adjoining Attached Dwelling located on the adjoining Attached Product Lot. If the centerline of a party wall now or hereafter fails to coincide with the boundary between the adjoining Attached Product Lots an easement for any resulting encroachment is hereby established.

4. Storm Water Easement. Subject to the provisions of this Declaration and the Rules, each Owner of an Attached Product Lot shall have a non-exclusive easement, appurtenant to such Owner's Attached Product Lot, over each Attached Product Lot and the adjoining Attached Dwelling constructed thereon for the purposes of discharging and channeling storm water run-off into and through the roof gutters, downspouts, drain lines and drain tiles located on the Attached Product Lot and Attached Dwelling constructed thereon.

5. Utility/HVAC Easement. Certain Attached Product Lots may have their utility lines, infrastructure and meters and/or HVAC units, compressors and equipment located on one or more of the Attached Product Lots. Accordingly, subject to the provisions of this Declaration and the Rules, each Owner of an Attached Product Lot whose utility lines, infrastructure and meters and/or HVAC



unit, compressors and equipment are located on an adjacent Attached Product Lot shall have a non-exclusive easement and right of entry, appurtenant to such Owner's Attached Product Lot, over such other adjacent Attached Product Lot and Attached Dwelling constructed thereon for the purpose of accessing, maintaining and repairing such Owner's utility lines, infrastructure and meters and/or HVAC unit, compressors and equipment. Except in the case of an emergency, the easements and rights of entry created by this Section may only be exercised after notice to the other Attached Product Lot Owner requesting permission to enter the other Attached Product Lot and/or Attached Dwelling and the scheduling of the same. Such permission shall not be unreasonably withheld or denied. Upon exercise of such Owner's right of entry on another Attached Product Lot or Attached Dwelling, the entering Attached Product Lot Owner shall promptly return any areas disturbed to their prior condition as soon as reasonably possible following such entry.

I. General. Unless specifically limited herein otherwise, the easements described herein shall run with the land and pass with the title to the benefited and burdened properties, shall be appurtenant to the properties benefited and burdened thereby, shall be enforceable by the owners of the properties benefited thereby, and shall be perpetual. The easements and grants provided herein shall in no way affect any other recorded grant or easement. Failure to refer specifically to any one of the easements and/or rights described in this Declaration in any deed of conveyance or in any mortgage or other evidence of obligation shall not defeat or fail to reserve said rights or easement, but the same shall be deemed conveyed or encumbered, as the case may be, along with the lot.

#### **Article VIII. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

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

Initially those Lots to which these membership provisions apply are those Lots that are subjected hereby to the provisions of this Declaration, but as portions of the Additional Property are subjected to the plan hereof by the recording of supplemental declarations or amendments or supplements to this Declaration, membership in the Association shall extend to and encompass the holders of fee simple interests in those Lots, and holders of vendee



interests under recorded land installment contracts with respect to those Lots, on the same basis as set forth herein for membership. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation and the giving of a security interest or mortgage shall not terminate the membership of any Member or Owner, provided further, there shall not be a membership appurtenant to a Lot dedicated to common public use or owned by any governmental body, instrumentality or agency for so long as such body, instrumentality or agency owns that Lot and so long as it is not utilized as a Residence, nor for a Lot, if any, that becomes a Common Element, for so long as it remains a Common Element.

B. Governance. The Association shall be governed by a Board of Directors, initially consisting of three persons. Prior to the Turnover Date, the members of the Board shall be appointed by the Declarant, or the Declarant may elect to act as the Board, or it may appoint a Managing Agent to act as the Board on its behalf. Voting shall be a right separate and distinct from all other rights of membership in the Association. All voting rights of all Members of the Association shall inure to and be exercisable by the Declarant through the Turnover Date, and no meetings of the Association's membership shall be required to be held prior to the Turnover Date. The transfer of control on the Turnover Date shall take place at a meeting which shall occur no later than the date when the Community has been fully developed and all Lots have been deeded to bona fide purchasers unrelated to Declarant. Voting and all other matters regarding the governance and operation of the Association following the Turnover Date shall be set forth in the Association Governing Documents.

C. Powers; Authorities; Duties. The Association shall have all the rights, powers, and duties established, invested, or imposed in it pursuant to the Association Governing Documents, the Planned Community Act, and the laws of the State of Ohio applicable with respect to Ohio non-profit corporations. Among other things, the Association, through its Board, shall have the power to acquire, own and convey real estate, hold easements with respect to, and maintain the Common Elements and other real and personal property in accordance with the provisions of the Association Governing Documents, enforce and administer the Declaration, Rules, restrictions and covenants applicable to the Community, sue and be sued, levy and collect Assessments, collect and maintain reserves for replacements or anticipated expenditures, enter into contracts, mortgage and pledge all revenue received and to be received and/or to assign and pledge all revenues received or to be received by it under any provisions of the Association Governing Documents, including, but not limited to, the proceeds of the Assessments payable hereunder, and take such other actions as it deems appropriate to its purposes. The Association shall not be obligated to spend in any particular time period all the sums collected or received by it in such time period or in any other time period and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply any such surpluses to the reduction of the amount of the Assessment in any year, but may

carry forward from year to year and time to time such surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

#### **Article IX. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

A. Common Elements. Declarant may, from time to time, at Declarant's option, obligate the Association to maintain property not owned by the Association and may convey to the Association for the use and benefit of the Association and the Members, real or personal property, or any interest therein, as part of the Common Elements in the nature of an easement appurtenant to the Property. The Association shall accept title to any interest in any real or personal property transferred to it by Declarant or required to be owned by the Association pursuant to the provisions of applicable zoning or a plat of property in the Community including, without limitation, Reserves B and C, respectively, as described on Exhibit A. The Association, subject to the rights of the Owners set forth in this Declaration and the Association Governing Documents, shall be responsible for the exclusive management and control of the Common Elements owned by the Association, if any, and all Improvements thereon, and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, in accordance with the terms and conditions of this Declaration. The Declarant and Association shall each have the right to grant easements to third parties over, across, under and/or through the Common Elements owned by the Association, including but not limited to easements for the construction, extension and/or expansion of utilities, and conservation easements, all as the Declarant and/or Association may be legally obligated or voluntarily disposed to grant. Regardless of whether Declarant expressly conveys or assigns entry feature maintenance responsibilities to the Association, the Association shall have the continuing right to maintain, modify and/or improve any and all entry features constructed by the Declarant, and for such purpose all relevant easements that may be deemed necessary at any time for the Association's performance of work on or around the entry features are hereby deemed granted to the Association.

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

C. Cost-Sharing Agreements. The Association shall have the power and authority to contract with any person, corporation, firm or other entity, for the exercise of any one or more of the various powers and authority granted to and duties to be performed by the Association pursuant to the provisions of the Association Governing Documents, and to delegate such powers and authority to any agent or employee of the Association, and the exercise of those powers and authority by such person, corporation, firm, entity, agent or



employee shall be deemed the exercise of those powers and authority by the Association, except that no independent contractor shall be deemed by virtue of these provisions to be the agent of the Association. There shall be no requirement of any bond or surety for the Association, its agents, employees, or others assuring the exercise of the powers and authority granted hereunder, except as the Board shall in its sole discretion deem necessary or desirable for the safeguarding of any funds received by the Association. The Association may enter into agreements with other community, subdivision and condominium associations and/or master associations pursuant to which the Association agrees (1) to share in the cost of maintaining, repairing and replacing landscaping, storm water retention facilities, mounding, fencing and any other improvements or services that benefit the Community or the Members; and (2) grant reciprocal rights, licenses and/or easements to members of each such associations to use and enjoy each other's common elements, subject to such rules and regulations, restrictions and fees as the Association may determine from time to time.

D. Rules and Regulations. The Board on behalf of the Association may make and enforce reasonable Rules and regulations governing the use of the Property, which shall be consistent with this Declaration and the provisions of the Association Governing Documents, provided that the Board shall adopt Rules and regulations that demonstrate the intent of the Community to be primarily for the housing of persons 55 years of age and older. The Board, on behalf of the Association, shall have the power to impose sanctions on Owners for violations by the Owner or the guests or invitees of that Owner or by the Occupants of that Owner's lot or the guests and invitees of the provisions of this Declaration, the Rules or the other Association Governing Documents, including without limitation: (1) reasonable monetary administrative and enforcement charges which shall be considered Individual Lot Assessments, (2) suspension of the right to vote as a Member of the Association, and (3) suspension of the right of the Owner and that Owner's licensees and invitees, including any Occupant of that Owner's Lot, to use the Common Elements owned by the Association except as necessary for ingress and egress to that Owner's Lot. In addition, the Board shall have the power to seek relief in any court for violations or to abate unreasonable disturbances. If the Board expends funds for attorneys' fees, costs or expenses in connection with enforcing the provisions of this Declaration, the Rules or other Association Governing Documents against any Owner, or any tenant, guest or invitee of an Owner, the amount shall be due and payable by such Owner and shall be an Individual Lot Assessment against such Owner's Lot.

E. Implied Rights. The Association may exercise any other right or privilege given to it by the laws of the State or any provision of the Association Governing Documents or given to it as an "owners association" by the Planned Community Act, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Declaration, Association Governing Documents or the Planned Community Act, or reasonably necessary to effect any such right or privilege, and unless otherwise expressly



reserved to the membership or delegated to a Managing Agent pursuant to Article IX, Section F of this Declaration, the Board shall have the power and authority to act on behalf of the Association.

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

G. Insurance.

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

i. shall provide that no assessment may be made against a first mortgage lender, or its insurer or guarantor, and that any assessment under such policy made against others may not become a lien on any Lot, or other property, and its appurtenant interest, superior to the lien of a first mortgage;

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

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

iv. shall provide that the insurance carrier shall notify the Association and all first mortgagees named at least 30 days in advance of the effective date of any cancellation of the policy.

2. Liability Coverage. The Association shall obtain and maintain a Commercial General Liability policy of insurance covering all of the Common

Elements owned by the Association, and the functions of the Association insuring the Association, the officers and directors, and its Members, with such limits as the Board may determine, but no less than the greater of (i) the amounts generally required by private institutional mortgage investors for projects similar in construction, location and use, and (ii) \$1,000,000, for each occurrence and \$2,000,000 in the aggregate, for bodily injury, including deaths of persons, and property damage. This insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of any Member because of negligent acts of the Association, the Board, officers of the Association, or other Members, and shall include, without limitation, coverage for legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements, and other legal liability, including liability under contractual indemnity clauses and liability arising out of lawsuits related to any employment contracts of the Association. Each such policy must provide that it may not be canceled by any party, without at least 30 days prior written notice to the Association and eligible holders of first mortgage liens on a Lot or Lots that have provided written notice to the Association stating the name and address of such holder or insurer and a description of the Lot or Lots subject to said mortgage.

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

4. Other. The Association may, in the Board's discretion, obtain and maintain the following insurance: (i) fidelity bond coverage for all officers, directors, Board members and employees of the Association and all other persons handling or responsible for handling funds of the Association, (ii) workers' compensation insurance, (iii) additional insurance against such other hazards and casualties as is required by law, (iv) cybersecurity insurance and (v) any other insurance the Board deems necessary.

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

6. Declarant Coverage. The foregoing provisions of this Section G notwithstanding, prior to the Turnover Date the Declarant may (but shall not be



obligated to) elect to cause or allow the Association and its insurable interests in the Association's property, rights and obligations, to be covered by Declarant's existing insurance plan(s), which may or may not meet the monetary limitations described herein, and which may or may not include 'self-insurance' by the Declarant, all as deemed appropriate by the Declarant in the exercise of its sole discretion.

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

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

## Article X. ASSESSMENTS

A. Operating Fund. The Board shall establish an Operating Fund for financing the operation of the Association, for paying necessary costs and expenses of operating the Association and repairing and maintaining the Common Elements and any other items for which the Association is responsible for maintaining, repairing or replacing. The Board may establish a Reserve Fund to which a portion of the Operating Assessments shall be credited to cover the costs of future capital expenditures and/or other non-recurring items not intended to be funded from the Operating Fund.

B. Types of Assessments. Subject to the provisions of this Declaration, each Lot and its Owner or Owners is and shall be subject to the following Assessments and the Owner or Owners of each Lot, by accepting a deed to a Lot (whether or not it shall be so expressed in such deed), is deemed to covenant and agree to pay to the Association the



following Assessments: (1) Operating Assessments; (2) Special Assessments; and (3) Individual Lot Assessments all of which are to be established and collected as hereinafter provided. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Elements or by abandoning that Owner's Lot, nor shall any such liability be subject to any set-off or reduction for any reason.

C. Operating Assessments.

I. For the purposes of providing funds to pay:

i. the cost of the maintenance, repair, replacement, and other services to be provided by the Association;

ii. the costs for insurance and bond premiums to be provided and paid for by the Association;

iii. the cost for utility services, if any, charged to or otherwise properly payable by the Association;

iv. the costs for construction of new capital improvements on Common Elements not replacing capital improvements installed by the Association;

v. the estimated amount required to be collected to maintain a general operating reserve to assure availability of funds for normal operations of the Association, in an amount deemed adequate by the Board in its sole and unfettered discretion;

vi. an amount deemed adequate by the Board, in its sole and unfettered discretion, to maintain a reserve for the cost of unexpected repairs and replacements of capital improvements, and Common Elements and for the repair and replacement of major improvements for which cash reserves over a period of time in excess of one year ought to be maintained; and

vii. the costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, real estate taxes and assessments for the Common Elements owned by the Association (but not individual Owner Lots), fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and the salaries, wages, payroll charges and other costs to perform these services, and any other costs of operations of the Association not otherwise specifically excluded;

the Board shall establish, levy and collect Operating Assessments against each Lot with a Dwelling constructed thereon and its Owners subject to the same, an equal pro rata share of such costs, in accordance with the provisions of the Association Governing Documents.

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

i. Initial Period. Commencing on the date a Lot with a Dwelling constructed thereon is initially conveyed to a home purchaser other than Declarant, such Lot and its Owner or Owners shall be subject to and obligated to pay to the Association an Operating Assessment for the remainder of the calendar year, as determined by the Board, in the proportion that the number of full calendar days remaining in the calendar year from the date of the closing of the conveyance of the Lot is to 365. This amount may have been prepaid by the Declarant and if so, a credit back to the Declarant will be collected at the closing on the Lot.

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

The Declarant may pay, but is not obligated to pay, in the exercise of its sole and absolute discretion, (a) an amount equal to the per Lot Operating Assessment multiplied by the number of Lots owned by Declarant as of the first day of such year; or (b) an amount necessary to fund the actual difference between the Association's actual cost of operations for such year, and the amount of Operating Assessments assessed to Lot Owners for the year. If and to the extent funds provided by the Declarant to the Association are necessary as a result of the failure of Lot Owner(s) to pay all or any portion



of duly levied Assessments to the Association, such amounts provided by Declarant may be characterized as non-interest bearing 'advances' or 'loans' by the Declarant to the Association, which the Association shall be obligated to repay to the Declarant upon demand, or which may be credited to the Declarant's payment of deficit(s) in any future year(s).

iii. Due Dates. The Operating Assessments issued to a Lot and its Owners shall be payable in full within 10 days of the date on which such Assessment is issued; provided however that the Board may determine to allow payment in monthly, quarterly or semi-annual installments. If payable in installments, the Assessment shall include a statement of the dates on which installments are due, and notice of the Assessment shall be given to a Lot Owner not less than 10 days prior to the date the first installment thereof is due. Unless the Operating Assessment states that it is payable in installments, payment in full within 10 days shall be required.

D. Special Assessments. The Board may levy against all Lots subject to Operating Assessments, and their Owners, Special Assessments to pay for capital expenditures, interest expense on indebtedness incurred for the purpose of making capital expenditures and not to be paid out of reserve fund anticipated operating deficiencies or any other purpose determined appropriate by the Board in furtherance of its functions under the Association Governing Documents and/or applicable law. These Special Assessments shall be allocated among Lots and their Owners on the same basis as operating assessments are to be allocated, and shall be due and payable on such basis and at such times as the Board directs, provided that no such Special Assessment shall be due and payable on fewer than 30 days written notice.

E. Individual Lot Assessments. The Board may levy an Individual Lot Assessment against any Lot and its Owner or Owners to reimburse the Association for costs incurred on behalf of that Lot, or as a consequence of any act or omission by any Owner, Occupant, or invitee thereof, including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of additional insurance premiums specifically allocable to an Owner; costs of any utility expenses chargeable to an Owner but not separately billed by the utility company; and all other administrative and enforcement charges, including, but not limited to, attorneys' fees incurred by the Association reasonably determined to be an Individual Lot Assessment by the Board. By way of illustration, and not of limitation, the Board may levy an Individual Lot Assessment in the nature of an administrative or enforcement charge reasonably determined by the Board against any Lot and its Owner or Owners when the Lot is in violation of the provisions of the Association Governing Documents or the Owners or Occupants of that Lot or their guests or invitees violate any provision of the Association Governing Documents, or who suffers or permits the Occupants, guests, invitees or tenants of that Owner's Lot to violate the same or any



provision of the Association Governing Documents, including the restrictions contained herein and/or in the Rules.

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

1. a description of the property damaged or of the violation of the restriction, Rule or regulation allegedly violated;
2. the amount of the proposed Individual Lot Assessment;
3. a statement that the Owner has a right to a hearing before the Board to contest the proposed Individual Lot Assessment by delivering to the Board a written notice requesting a hearing within 10 days after the Owner receives written notice of the proposed Individual Lot Assessment; and
4. in the case of a charge for violation of a restriction, Rule or regulation, a reasonable date by which the Owner must cure the alleged violation to avoid the proposed Individual Lot Assessment.

The notice by the Board given pursuant to the foregoing may be delivered personally to the Owner to whom an Individual Lot Assessment is proposed to be charged, personally to an Occupant of a Dwelling on that Owner's Lot, by certified mail, return receipt requested, or by regular mail. In the event after such hearing the Board determines to levy the Individual Lot Assessment proposed, the Board shall deliver to the Owner written notice thereof within 30 days of the date of that hearing.

F. Remedies.

1. Acceleration. If any Assessment, installment of an Assessment, or portion thereof, is not paid within 10 days after the same has become due, the Board, at its option, without demand or notice, may call the entire balance of the Assessment due.

2. Late Charge. If any Assessment or portion of any Assessment remains unpaid for 10 days after all or any part thereof became due and payable, the Board at its option, without demand or notice, may charge a reasonable uniform late fee in an amount determined by the Board and/or interest on the entire unpaid balance of the Assessment from and after that date at the lesser of (i) twelve percent (12%) and (ii) the highest rate permitted by law. In addition, reasonable administrative

collection charges may also be assessed for any payment remaining unpaid for 10 days after it is due, which charge may be payable to the Association, or its Managing Agent, as determined by the Board.

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

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

5. Liens. All unpaid Assessments, or portions thereof, together with any interest and charges thereon or costs of collection, including but not limited to attorneys' fees, shall constitute a continuing charge in favor of the Association and a lien on the Lot against which the Assessment was levied. If any Assessment, or portion thereof, remains unpaid for 10 days after it is due, then the Board may authorize the filing of a certificate of lien with the Franklin County Recorder's Office for all or any part of the unpaid balance of that Assessment, together with interest and collection costs, including attorneys' fees. The certificate shall contain a description of the Lot which the lien encumbers, the name of the Owner or Owners of that Lot, and the amount of the unpaid portion of the Assessment. The certificate may be signed by the President of the Association or its designated representative. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. The Assessment lien shall remain valid for a period



of five years from the date such certificate is duly filed, unless the lien is released earlier or satisfied in the same manner provided by the law of the State of Ohio for the release and satisfaction of mortgages on real property, or until the lien is discharged by the final judgment or order of any court having jurisdiction.

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

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

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

9. Vote on Association Matters; Use of Common Elements. If any Assessment, or portion thereof, remains unpaid for more than 30 days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Elements owned by the Association, except for necessary ingress and egress to his/her Lot, shall be suspended until such Assessment is paid.



## Article XI. MAINTENANCE

A. Maintenance of Common Elements by Association. Subject only to budgetary limitations and the right of the Board to exercise reasonable business judgment, the Association shall maintain and keep in good repair the Common Elements and all portions thereof not maintained by the utility company or the local governmental authorities including, but not limited to, those Improvements on Reserves B and C, respectively, as identified on Exhibit A. This maintenance shall include, without limitation, maintenance, repair, and replacement of all Improvements constituting a part of the Common Elements owned by the Association or otherwise to be maintained by the Association, in good, clean, attractive, and sanitary condition, order and repair, including, but not limited to any common mailbox bank(s) and any amenities, including a clubhouse and/or swimming pool, if any. Further, the Association may, in its discretion and to the extent determined by the Board, choose to maintain property that it does not own, the maintenance of which would, in the opinion of the Board, benefit the Community. Without limiting the generality of the foregoing, the Association shall also be responsible for and shall maintain Reserves A, D, E, F, G and H, respectively, as identified on Exhibit A even though such Reserves are owned by the City of New Albany. The Association shall maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the improvements required to be maintained by the Association.

B. Lawn Mowing and Snow Removal on Lots. Because of the unique sizes and configuration of the Lots, the Association from and after the time that a Lot with a Dwelling constructed thereon has been conveyed to a bona fide residential home purchaser, will provide lawn mowing and fertilization services for the lawns located on a Lot that are not located within the enclosed or partially enclosed courtyard area on a Lot. In addition, the Association, from and after the time that a Lot with a Dwelling constructed thereon has been conveyed to a bona fide residential home purchaser, will provide snow removal services for the driveways and sidewalks located on that Lot (but not the service walk connecting the driveway to the front porch, stoop or courtyard; provided that the Association shall not be responsible for any ice mitigation or removal of ice from any driveway or sidewalk located on any Lot. All such services will be provided at such frequency and by such vendors as the Board determines in its sole, absolute and unfettered discretion and the cost thereof will be a Common Expense. All other lawn maintenance activities not to be performed by the Association on each Lot, including, but not limited to, watering and irrigation of lawns, shall be the responsibility of the Owners of the Lot, unless the Association, in its discretion, chooses to assume those responsibilities.

C. Landscape Maintenance on Lots. From and after the time that a Lot with a Dwelling constructed thereon has been conveyed to a bona fide residential home purchaser, the Association will be responsible for (i) seasonal weeding of the landscape beds located in front of a Dwelling on a Lot and not within the enclosed or partially enclosed courtyard area,

(ii) maintenance of the trees and shrubs on a Lot that are not located within the enclosed or partially enclosed courtyard area on a Lot and (iii) seasonal mulching of the landscape beds located in front of a Dwelling on the Lot and that are not located within the enclosed or partially enclosed courtyard area on a Lot. All such services will be provided at such frequency and by such vendors as the Board determines in its sole, absolute and unfettered discretion and the cost thereof will be a Common Expense. The Owner shall be responsible for all other maintenance of landscaping and beds on that Owner's Lot including, but not limited to, the watering and irrigation of the same. If an Owner of a Lot desires to change the plantings, originally planted by Declarant or the initial builder of the Dwelling on the Lot as part of the landscaping, or add new plantings in the front landscape beds, such Lot Owner must secure approval from the Design Review Committee prior to effecting any such change.

D. Maintenance by Owner. Notwithstanding the landscaping and lawn maintenance responsibilities and snow removal services outlined in Sections (B) and (C) of this Article XI, and subject to the other provisions of this Section D, each Owner of a Lot shall repair, replace, and maintain in good order and safe and sanitary condition, at that Owner's expense, that Owner's Lot, and all portions of, Improvements to, structures on, and, equipment and components used in connection with, that Owner's Lot, except to the extent the maintenance responsibility is otherwise expressly assumed by the Association pursuant to the provisions of this Declaration or by a governmental authority or is expressly the responsibility of another Owner. Each Owner shall be responsible for and shall promptly furnish all necessary materials and perform or cause to be performed at that Owner's expense all maintenance, repairs and replacements of Improvements (including, specifically, and without limitation, all buildings, the Dwelling, driveways and landscaping) on that Lot that are not to be maintained by the Association; provided that in the case of Improvements within a Courtyard Easement, the Owner benefitted by the Courtyard Easement shall be responsible for the repair, maintenance and replacement of the same. Each Owner shall maintain those portions of that Owner's Lot that are adjacent to any portion of the Common Elements in accordance with the Rules and the requirements set forth in this Declaration.

E. Additional Responsibilities of Owners of Attached Product Lots.

1. Owner's General Responsibility. The Owners of Attached Dwellings attached to one another shall cooperate with each other to maintain a common exterior appearance. If any Owner of an Attached Dwelling believes that the Owner of the Attached Dwelling to which it is attached is not maintaining and repairing the exterior of the Attached Dwelling in accordance with the foregoing standard, the dispute shall be settled by decision of the Board in accordance with the provisions of this Declaration.



2. Maintenance of Roofs and Exterior Elements.

i. Repair and Maintenance. Each Owner of an Attached Dwelling shall bear the cost of repairing their own Attached Dwelling's roof and exterior, except that (i) the Owners of Attached Dwellings shall each pay one-half of the costs of roof replacement of the roof shared by the Attached Dwelling and (ii) the Owner of Attached Dwellings shall each pay a pro-rata share of the replacement of any shared gutters, siding, trim, or other elements of an Attached Dwelling that cannot be repaired or replaced without impacting, interfering with, or otherwise damaging the Attached Dwelling to which it is attached or its elements based upon the extent of repair or maintenance required for each such Attached Dwelling. Notwithstanding the foregoing, to the extent the need for repair or maintenance is caused by or results from acts or failures to act of the Owner or residents of one Attached Dwelling, or the invitees of such Owner or residents, the Owner of that Attached Dwelling shall be responsible for the cost of such repair and maintenance. Disputes regarding the proper proportion of the costs of such repair and replacement to be borne by each Attached Dwelling Owner shall be settled by decision of the Board in accordance with the provisions of this Declaration.

ii. Decision to Repair or Replace Roof and/or Exterior Element. Notwithstanding the provisions of Article XI Section D, the replacement of a roof on an Attached Dwelling, or any repair which will change the appearance of the roof; or the replacement of any shared gutters, siding, trim, or other elements of an Attached Dwelling that cannot be repaired or replaced without impacting, interfering with, or otherwise damaging another Attached Dwelling to which it is attached or its elements shall not be done without the consent of both of those Attached Dwelling Owners and in compliance with the provisions of Article VI of this Declaration relating to architectural controls. In the event that the Owners of Attached Dwellings attached to one another are unable to agree upon such replacement or upon such repair, an Owner may request that the Board resolve such dispute in accordance with the provisions of this Declaration.

iii. Damage and Destruction. In the event Attached Dwellings attached to each other shall suffer damage or destruction the Owners shall repair the same and return the Attached Dwellings to the condition the same were in immediately before such damage or destruction. The insurance proceeds payable by reason thereof shall be utilized to pay the cost of repair, restoration or reconstruction. Any party receiving such proceeds shall hold such proceeds for the benefit of the Owners of the Attached Dwellings. If



the proceeds available from such insurance are insufficient to pay all of such costs, then the proceeds shall go first to the repair, restoration, or reconstruction of the improvements in the following priority: (1) the roof; (2) the exterior portions of the Attached Dwelling owned by the Owner who is not responsible for the damage; and (3) the balance of the exterior. In the event that the proceeds available from such insurance are insufficient to pay these costs, then such repairs to the roof and exterior shall be made by the Owner of the Attached Dwelling responsible for the damage. If responsibility cannot be determined then the deficiency required to repair the roof shall be shared equally by the Owners of the Attached Dwellings so attached, with the Owner of each Attached Dwelling paying the cost of repair of their own Attached Dwelling's exterior. Disputes regarding the proper proportion of the costs of such repair and replacement to be borne by each Owner shall be settled by decision of the Board in accordance with the provisions of this Declaration. Should any Owner of an Attached Dwelling fail or refuse to undertake the Owner's responsibility with respect to the performance of repairs required pursuant to this Section D of Article XI, the Owner of the other Attached Dwelling may undertake such work or pay the cost thereof. Likewise, should any Owner fail or refuse to pay that Owner's share of the costs of repair, restoration, or reconstruction required to be paid by such Owner pursuant to this Article XI, Section D, the Owner of the other Attached Dwelling may undertake the same, and the cost thereof, together with interest at the highest rate permitted by law, shall forthwith be due and owing by the Owner failing or refusing to pay such costs.

3. Party Walls.

i. General Rules of Law to Apply. Each wall built on the dividing line between Attached Product Lots, and any wall replacing the same (which shall be constructed on the dividing line between the Attached Product Lots), shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Declaration, the general rules of Ohio law regarding party walls and liability for damage due to negligent or willful acts or omissions shall apply thereto.

ii. Sharing of Repair and Maintenance. The cost of repair and maintenance of a party wall shall be borne equally by the owners of the Attached Dwelling which share such party wall. Notwithstanding the foregoing, to the extent the need for repair or maintenance is caused by or results from acts or failures to act of the Owner or Occupants of one Attached Dwelling, or the invitees of such Owner or Occupants, the Owner of that Attached Dwelling shall be solely responsible for the cost of such

repair and maintenance. Disputes regarding the proper proportion of the costs of such repair and replacement to be borne by each Attached Product Lot Owner shall be settled by decision of the Board in accordance with the provisions of this Declaration.

iii. Construction and Repair. In all construction and repair work, due precaution and care shall be taken not to damage the property of the other Attached Product Lot Owner.

iv. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, unless the Owners of the Attached Dwellings decide not to repair the structure, the party wall shall be repaired or replaced and the Owners of the Attached Dwellings which share such party shall contribute equally to the cost of restoration thereof, without prejudice, however, (a) to the right of one of the Attached Product Lot Owners to call for a larger contribution from the other Owner under the terms hereof or any rule of law regarding liability for negligent or willful acts or omissions, or (b) to the right of the party or parties restoring the same to reimbursement from insurance.

4. Right to Contribution Runs with Land. The right of an Owner to contribution from another Attached Product Lot Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title. The obligations, under this Section, of the Owners of Attached Product Lots shall be jointly and severally the personal obligations of such Owners, and shall be a continuing obligation of the Owners' successors in title to the Attached Product Lots.

5. Dispute Resolution. In the event of any dispute between Owners of Attached Product Lots as to the application or interpretation of the provisions of this Article XI, Section E, or as to any matters specifically referenced in this Section as being subject to dispute resolution by the Board, the party aggrieved shall submit a complaint in writing to the Board specifying the dispute. The Board shall set a time, date and place for a hearing within 60 days thereafter, and give written notice to each party no less than 10 days in advance of the hearing. The Board shall hear such evidence on the dispute as the Board deems proper and render a written decision on the matter within 30 days of the hearing. No action at law may be instituted by either party to such dispute unless the dispute resolution procedure specified in this Article XI, Section E has first been employed.

F. Right of Association to Repair Lot. If any Owner fails to maintain that Owner's Lot or Improvements thereon in the manner required herein, and if the Board determines that any maintenance of that Lot is necessary to ensure public safety, to permit



reasonable use or enjoyment of the Common Elements by Owners, to prevent damage to or destruction of any other part of the Common Elements or to comply with the Rules or the terms of this Declaration, then the Board may authorize its employees or agents to enter the Lot at any reasonable time to complete the necessary maintenance and the Board may levy an Individual Lot Assessment for all reasonable expenses incurred.

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

## Article XII. MISCELLANEOUS

A. Term. The provisions hereof shall bind and run with the land for a term of forty 40 years from and after the date that this Declaration is filed for recording with the Recorder of Franklin County, Ohio and thereafter shall automatically renew forever for successive periods of 10 years each, unless earlier terminated with the consent of Members exercising not less than one hundred percent (100%) of the voting power of all Members and the consent of all holders of first mortgage liens on Lots.

B. Enforcement, Waiver. The provisions of this Declaration and the provisions of the other Association Governing Documents may be enforced by any proceeding at law or in equity by Declarant, any Owner, the Association, the Board, the Design Review Committee, and each of their respective heirs, successors and assigns, against any Person(s) violating, or attempting to violate, any covenant, restriction, Rule or the provisions of the other Association Governing Documents, to restrain and/or to enjoin any violation, to obtain a decree for specific performance as to removal of any nonconforming Improvement, and to recover all damages, costs of enforcement and any other costs incurred (including without limitation reasonable attorneys' fees) in connection with any violation. Failure of Declarant, the Association, the Board, the Design Review Committee, or any Owner to enforce any provision of this Declaration, the Association Governing Documents or the Rules in any manner shall not constitute a waiver of any right to enforce any violation of such provision. By accepting a deed to a Lot, each Owner is deemed to waive the defenses of laches and statute of limitations in connection with the enforcement by the Association of the provisions hereof, the Rules, or any of the other Association Governing Documents.

In addition, the provisions of Article IV of this Declaration may also be enforced by the City of New Albany, Ohio, as a third party beneficiary hereunder, by an action in law or in equity, including, without limitation, an injunction requiring specific performance hereunder. The foregoing notwithstanding, the City's rights are limited to compelling enforcement of the age restriction requirements contained in Article IV and the City shall



not be responsible for adopting, implementing, or enforcing any rules, regulations, or procedures to ensure such compliance.

C. Amendments.

1. Amendments by Declarant. Until the Turnover Date, Declarant may, in its sole and absolute discretion, unilaterally amend the provisions hereof at any time and from time to time, without the consent of any other Owners or the Association. Any such amendment may modify the covenants, conditions, restrictions and easements set forth herein or may impose covenants, conditions, restrictions and easements in addition to those set forth herein including, without limitation, restrictions on use and covenants to pay additional charges with respect to the maintenance and improvement of any property in the Community. After the Turnover Date, Declarant may unilaterally amend the provisions hereof, without the consent of any other Owners, if such amendment is: (i) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) necessary to conform to the requirements of the United States Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Veterans Administration; (iv) necessary to comply with the Fair Housing Amendments Act and the Housing for Older Persons Act; or (v) necessary to correct errors, provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner or Owners thereof have consented to such amendment in writing.

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

2. Amendments by the Association. After the Turnover Date, this Declaration may be amended or modified with the approval of Owners holding not

less than seventy-five percent (75%) of the voting power of all Owners in the Association; provided, however, that the consent of Declarant shall be required for any amendment or modification which affects Declarant's rights hereunder, and further provided that the consent of all Owners shall be required for any amendment which effects a change in the voting power of any Owner, the method of allocating Common Expenses among Owners, or the fundamental purpose for which the Association is organized, to dissolve this planned Community or to terminate the provisions of this Declaration. Any amendment to this Declaration adopted with the aforesaid consent shall be executed with the same formalities as to execution as observed in this Declaration by the President and the Secretary of the Association, and shall contain their certifications that the amendment was duly adopted in accordance with the requirements of this Paragraph. Any amendment so adopted and executed shall be effective upon the filing of the same with the Franklin County Recorder. The Declaration may not be amended so as to eliminate the Association's responsibility to own, repair and/or maintain Common Elements in the Community or to change or eliminate the requirement and obligation of the Lot Owners to be Members of and pay Assessments to the Association.

3. Amendments by the Board. After the Turnover Date, the Board may unilaterally amend the provisions hereof without the consent of any other Owners, if such amendment is: (i) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order; (ii) necessary to enable an reputable title insurance company to issue title insurance coverage on the Lots; (iii) necessary to conform to the requirements of the United States Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Veterans Administration; (iv) necessary to comply with the Fair Housing Amendments Act and the Housing for Older Persons Act; or (v) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner or Owners thereof have consented to such amendment in writing.

No amendment made pursuant to the provisions of this Article XII, Section C may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

D. Declarant's Rights to Complete Development. Declarant shall have the right to: (1) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (2) construct or alter Improvements on any property owned by Declarant; (3) maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Declarant or the Association; or (4) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Property. Further, Declarant or its



assignee shall have the right of ingress and egress through all streets, alleys, paths, walkways and easements located in the Property for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained in this Declaration shall limit the rights of Declarant or require Declarant or its assignee to obtain approval to: (i) excavate, cut, fill or grade any property owned by Declarant, or (ii) construct, alter, remodel, demolish or replace any Improvements on any Common Elements or any property owned by Declarant as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (iii) require Declarant to seek or obtain the approval of the Association or the Design Review Committee for any such activity or Improvement on any Common Elements or any property owned by Declarant. Nothing in this Section shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

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

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

1. any proposed amendment of this Declaration;
2. any proposed termination of the Association; and
3. any default under this Declaration which gives rise to a cause of action by the Association against the Owner of the Lot subject to the mortgage of such holder or insurer, where the default has not been cured in 60 days.

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



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

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

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

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

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

L. Construction. In interpreting words and phrases herein, unless the context shall otherwise provide or require, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. Any rule of construction to the effect that any ambiguities are to be resolved against the party who

drafted the document shall not be utilized in interpreting this Declaration and the exhibits hereto.

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

EPCON NEW ALBANY, LLC,  
an Ohio limited liability company

By Joel D. Rhoades  
Joel D. Rhoades, Regional President

STATE OF OHIO  
COUNTY OF FRANKLIN, SS:

This instrument was executed and acknowledged before me by Joel D. Rhoades, Regional President of EPCON NEW ALBANY, LLC, an Ohio limited liability company, on behalf of said liability company, this 23<sup>RD</sup> day of December, 2019.

Christopher A. Buehler  
Notary Public



sample

Christopher A. Buehler, Attorney At Law  
Notary Public, State of Ohio  
My commission has no expiration date  
Sec. 147.03 R.C.

**EXHIBIT A****LEGAL DESCRIPTION OF THE PROPERTY**

Situated in the State of Ohio, County of Franklin, City of New Albany, and being Lots 1 through 36, both inclusive, and 39 through 68, both inclusive, and Reserves A, B, C, D, E, F, G and H as the same are numbered, identified, and delineated on the recorded plat of The Courtyards at New Albany Phase 1 of record in Plat Book 125, Pages 84-86 (Instrument No. 201901280010382), Recorder's Office, Franklin County, Ohio.

sample



**EXHIBIT B**  
**CODE OF REGULATIONS**  
**(BYLAWS)**  
**OF**  
**THE COURTYARDS AT NEW ALBANY HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I**  
**NAME AND PURPOSE**

Section 1.01. The name of this Ohio nonprofit corporation shall be The Courtyards at New Albany Homeowners' Association, Inc. (the "Association").

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

**ARTICLE II**  
**MEMBERS AND VOTING**

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

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

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

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

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



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

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

Section 2.05. At meetings of the Members or otherwise, any Member entitled to vote or take action may be represented and may vote or take action by a proxy or proxies appointed by an instrument in writing. A telegram, cablegram, electronic mail or an electronic, telephonic or other transmission appearing to have been transmitted by a Member, appointing a proxy, is a sufficient writing as is a photographic, photostatic, facsimile or equivalent reproduction of a writing signed by a Member, appointing a proxy, is a sufficient writing. Each such instrument shall be filed with the Secretary of the meeting before the person holding the proxy shall be allowed to vote thereunder at the meeting or with the Secretary of the Association before the person holding the proxy may take action thereunder without a meeting. No proxy shall be valid after the expiration of eleven (11) months from its date of execution unless the Member executing it has specified therein the length of time that it is to continue in effect.

## ARTICLE III

### MEETINGS OF MEMBERS

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

Section 3.02. Special meetings of the Members may be called by the President, by a majority of the Directors acting with or without a meeting, or following the relinquishment of control of the Association by the Declarant, by Members entitled to exercise not less than twenty-five percent (25%) of the total voting power of the Members. Upon delivery of a



request in writing to the President or Secretary of the Association by persons entitled to call such a meeting, it shall be the duty of the President or Secretary to give notice to the Members in accordance with this Code of Regulations, but if such request is refused, then the persons making the request may call a meeting by giving the notice.

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

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

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

Section 3.06. A quorum for any meeting of Members shall be that number of Members who are entitled to vote who are present in person or represented by proxy at a meeting, and except as hereinafter provided, all actions shall be taken upon the majority vote of all Members present, in person or by proxy, and voting on the action; provided that no

action required by law, the Declaration, the Articles of Incorporation, or this Code of Regulations that must be authorized or taken by those Members exercising not less than a designated percentage of the total voting power may be authorized or taken by a lesser percentage. Those Members entitled to vote who are present in person and represented by proxy at a meeting may adjourn the meeting from time to time. Any business may be transacted at the reconvened meeting as if the meeting had been held as originally called.

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

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

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

#### ARTICLE IV

#### BOARD OF DIRECTORS

Section 4.01. Subject to such limitations as have been or may hereafter be imposed by the Declaration, the Articles of Incorporation or this Code of Regulations, as any of the same may be lawfully amended from time to time, all power and authority of the Association



shall be vested in and exercised by a Board of Directors. Said persons shall manage and conduct the business and affairs of the Association and exercise the powers and duties established by the Declaration, the Articles of Incorporation, this Code of Regulations and the Rules (collectively, the "Association Governing Documents") and by the Planned Community Act until they resign, or until their successors are elected and qualified.

Before the relinquishment of control of the Association by the Declarant, the Declarant shall appoint all Directors, which shall consist of three individuals named in the Articles of Incorporation, or such replacements thereof as Declarant shall from time to time appoint in its sole and unfettered discretion. Members of the Board of Directors appointed by the Declarant need not be a Lot Owner, the spouse of a Lot Owner, or a principal, member of a limited liability company, partner, director, officer, trustee, or employee of an entity that is a Lot Owner in the Association.

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

Section 4.02. To qualify for nomination, election or appointment as a Director (other than by Declarant), the prospect must be an individual who is an Owner or Co-Owner of a Lot, the spouse of an Owner or Co-Owner of a Lot, or a designated principal, member of a limited liability company, partner, director, officer, or employee of an entity or other organization that is an Owner, and such Owner or Co-Owner must not then be delinquent in the payment of any obligation and/or Assessment (or portion of any Assessment) to the Association by more than 30 days, or then be an adverse party to the Association, or its Board of Directors or any member thereof (in that member's capacity as a member of the Board of Directors) in any litigation involving one or more of those parties.

Candidates for election as Directors may be selected by a Nominating Committee formed in accordance with Section 5.05 of Article V of this Code of Regulations. Candidates may also be nominated from the floor of any meeting held for the purpose of electing a Director or Directors. The Nominating Committee may nominate as many candidates as it



wishes, provided that if the Nominating Committee nominates a candidate, it shall nominate not less than the number of Directors to be elected.

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

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

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

Section 4.06. At all meetings of the Board of Directors a majority of the members thereof shall constitute a quorum, but less than a quorum may adjourn a meeting from time to time, and at adjourned meetings any business may be transacted as if the meeting had been held as originally called. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as otherwise

required by law, the Declaration, the Articles of Incorporation or this Code of Regulations. No Lot Owner or any other person, other than a Director, may attend or participate in any discussion or deliberation of a meeting of the Board of Directors unless the Board of Directors expressly authorizes that Owner to attend or participate.

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

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

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

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

- (a) take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law, and the Declaration, Code of Regulations and Articles of Incorporation;
- (b) obtain insurance coverage and bonds the Directors consider appropriate or necessary; provided that insurance coverage and bonds required pursuant to the provisions of the Declaration and in amounts no less than that required pursuant to the provisions of the Declaration shall be obtained and maintained;

(c) enforce the covenants, conditions and restrictions set forth in the Declaration;

(d) subject to the provisions of the Declaration, repair, maintain and improve the Common Elements and other Improvements that are the responsibility of the Association;

(e) establish, enforce, levy and collect Assessments, late fees, delinquent interest and such other charges as are provided for in the Declaration and adopt, publish, and enforce Rules and regulations concerning the same;

(f) adopt and publish Rules and regulations (i) governing the use of the Common Elements and the personal conduct of Owners, Occupants and their guests thereon and (ii) such other Rules and regulations permitted by the Declaration;

(g) suspend the voting rights of an Owner during any period in which such Owner is in default by more than 30 days in the payment of any charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed 90 days for each violation of published Rules and regulations or of any provisions of the Declaration);

(h) declare the office of a member of the Board of Directors to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board of Directors;

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

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

(k) subject to the provisions of the Declaration, borrow funds, as needed, and pledge and assign such security and rights of the Association,



including rights to levy and collect Association Assessments of every type or nature, or other future income, and to file liens therefor and enforce collection thereof, as might be necessary or desirable in the judgment of the Board of Directors, to obtain any such loan;

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

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

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

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

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

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

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

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

in such event, the budget last adopted shall continue until such time as the Board of Directors adopts a new budget;

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

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

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

(h) enforce the covenants, conditions and restrictions in the Declaration necessary to ensure that the Community qualifies and continues to qualify as an age restricted community in accordance with the "Housing for Older Persons Act Exemption" (currently codified in 42 U.S.C. 3607), and the regulations thereunder, to the provisions of the Fair Housing Amendments Act (currently codified in 42 U.S.C. 3601 *et seq.*), as amended;

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

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

## ARTICLE V

### OFFICERS AND COMMITTEES

Section 5.01. The officers of the Association shall be a President, a Secretary, a Treasurer and such other officers as may be determined by the Board of Directors. All officers shall be elected by the Board of Directors from among the members of the Board of Directors. Officers shall hold office at the pleasure of the Board of Directors and any two or more offices may be held by the same person. No officer shall receive any compensation for their services rendered to the Association as a Director; provided that an officer may be reimbursed for actual expenses incurred in the performance of duties as an officer, if approved by the Board of Directors, and any officer may serve the Association in any other capacity and may receive compensation therefor, subject to the requirements and limitations of this Code of Regulations and the Articles of Incorporation.

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

Section 5.03. It shall be the duty of the Secretary to keep or cause to be kept under his or her supervision an accurate record of the acts and proceedings of the Members and the Board of Directors, including records of the names and addresses of the Members. The Secretary shall further perform all duties incident to the office and such other duties as may be required by the Members or the Board of Directors. Upon expiration or termination of his or her term of office, the Secretary shall deliver all books, records, documents and other property of the Association in his or her possession or control to his or her successor or to the President.

Section 5.04. The Treasurer shall receive and safely keep all money, securities and other intangible property belonging to the Association, or evidence thereof, and shall disburse the same under the direction of the Board of Directors; shall keep or cause to be kept under his or her supervision correct and complete books and records of account specifying the receipts and expenditures of the Association, together with records showing the allocation, distribution and collection of Assessments, fees, revenues and expenses among and from the Members, shall hold the same open for inspection and examination by the Board of Directors and the Members, and shall present extracts of the same at annual meetings of the Members or at any other meeting when requested; shall give bond in such sum with such surety or sureties as the Board of Directors may require for the faithful performance of his or her duties; shall perform any other duties which may be required of him or her by the members of the Board of Directors; and, upon the expiration or termination of his or her term of office, shall deliver all money and other property of the Association in his or her possession or control to his or her successor or to the President.

Section 5.05. The Board of Directors may create a committee or committees. Each committee shall serve at the pleasure of the Board of Directors and shall be subject to the control and direction of the Board of Directors. Any committee may act pursuant to the vote of a majority of its members at a meeting of the committee or by a writing or writings signed by all of its members. Any act or authorization by any such committee within the authority delegated to it shall be as effective for all purposes as the act or authorization of the Board of Directors. Each committee shall establish its own procedures for scheduling and giving notice of its meetings, establishing agendas, maintaining records of its meetings and actions, and other administrative matters, subject to any such procedures which may be established for that committee or all committees by the Board of Directors.



## ARTICLE VI

### FISCAL YEAR

Section 6.01. Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of incorporation of this Association.

## ARTICLE VII

### INDEMNIFICATION

Section 7.01. The Association shall indemnify any officer or Director of the Association who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including, without limitation, any action threatened or instituted by or in the right of the Association), by reason of the fact that that individual is or was a Director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, officer, employee, agent or volunteer of another corporation (domestic or foreign, not profit or not profit), limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including without limitation, attorneys' fees, filing fees, court reporters fees and transcript costs), judgments, fines and amounts paid in settlement and reasonably incurred by that individual in connection with such action, suit or proceeding if that individual acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, that individual had no reasonable cause to believe that individual's conduct was unlawful. An individual claiming indemnification under this Section 7.01 shall be presumed, in respect of any act or omission giving rise to such claim for indemnification, to have acted in good faith and in a manner that individual reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal matter, to have had no reasonable cause to believe that individual's conduct was unlawful, and the termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, rebut such presumption.

Section 7.02. Anything contained in this Code of Regulations or elsewhere to the contrary notwithstanding:

- (a) the Association shall not indemnify any officer or Director of the Association who was a party to any completed action or suit instituted by

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

(b) the Association shall promptly make any such unpaid indemnification as is determined by a court to be proper as contemplated by this Section 7.02.

Section 7.03. Any claim contained in this Code of Regulations or elsewhere to the contrary notwithstanding to the extent that an officer or Director of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.01, or in defense of any claim, issue or matter therein, that individual shall be promptly indemnified by the Association against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees and transcript costs) actually and reasonably incurred in connection therewith.

Section 7.04. Any indemnification required under Section 7.01 and not precluded under Section 7.02 shall be made by the Association only upon a determination that such indemnification of the officer or Director is proper in the circumstances because that individual has met the applicable standard of conduct set forth in Section 7.01. Such determination may be made only (a) by a majority vote of a quorum consisting of Directors of the Association who were not and are not parties to, or threatened with, any such action, suit or proceeding, or (b) if such a quorum is not obtainable or if a majority of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Association, or any individual to be indemnified, within the past five years, or (c) by the Members, or (d) by the Court of Common Pleas of



Franklin County, Ohio or (if the Association is a party thereto) the court in which such action, suit or proceeding was brought, if any; and such determination may be made by a court under division (d) of this Section 7.04 at any time [including, without limitation, any time before, during or after the time when any such determination may be requested of, be under consideration by or have been denied or disregarded by the disinterested Directors under division (a) or by independent legal counsel under division (b) or by the Members under division (c) of this Section 7.04]; and no decision for any reason to make any such determination, and no decision for any reason to deny such determination, by the disinterested Directors under division (a) or by independent legal counsel under division (b) or by the Members under division (c) of this Section 7.04 shall be evidenced in rebuttal of the presumption recited in Section 7.01. Any determination made by the disinterested Directors under division (a) or by independent legal counsel under division (b) or by the Members under division (c) of this Section 7.04 to make indemnification in respect of any claim, issue or matter asserted in an action or suit threatened or brought by or in the right of the Association shall be promptly communicated to the individual who threatened or brought such action or suit, and within 10 days after receipt of such notification such individual shall have the right to petition the Court of Common Pleas of Franklin County, Ohio or the court in which such action or suit was brought, if any, to review the reasonableness of such determination.

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Section 7.03. Expenses (including, without limitation, attorneys' fees, filing fees, court reporters fees and transcript costs) incurred in defending any action, suit or proceeding referred to in Section 7.01 shall be paid by the Association in advance of the final disposition of such action, suit or proceeding to or on behalf of the officer or Director promptly as such expenses are incurred by that individual, but only if such officer or Director shall first agree, in writing, to repay all amounts so paid in respect of any claim, issue or other matter asserted in such action, suit or proceeding in defense of which that individual shall not have been successful on the merits or otherwise:

(a) if it shall ultimately be determined as provided in Section 7.04 that that individual is not entitled to be indemnified by the Association as provided under Section 7.01; or

(b) if, in respect of any claim, issue or other matter asserted by or in the right of the Association in such action or suit, that individual shall have been adjudged to be liable for acting with reckless disregard for the best interests of the Association or misconduct (other than negligence) in the performance of that individual's duty to the Association, unless and only to the extent that the Court of Common Pleas of Franklin County, Ohio or the court in which such action or suit was brought shall determine upon



application that, despite such adjudication of liability, and in view of all the circumstances, that individual is fairly and reasonably entitled to all or part of such indemnification.

Section 7.06. The indemnification provided by this Article VII shall not be exclusive of, and shall be in addition to, any other rights to which any person seeking indemnification may be entitled under the Articles or this Code of Regulations or any agreement, vote of Members or disinterested Directors, or otherwise, both as to action in that individual's official capacity and as to action in another capacity while holding such office, and shall continue as to an individual who has ceased to be an officer or Director of the Association and shall inure to the benefit of the heirs, executors, and administrators of such individual.

Section 7.07. The Association may purchase and maintain insurance or furnish similar protection, including but not limited to trust funds, letters of credit, or self-insurance, on behalf of any individual who is or was a Director, officer, employee, agent or volunteer of the Association, or is or was serving at the request of the Association as a director, trustee, officer, employee, agent or volunteer of another corporation (domestic or foreign, nonprofit or for profit), limited liability company, partnership, joint venture, trust or other enterprise, against any liability asserted against that individual and incurred by that individual in any such capacity, or arising out of that individual's status as such, whether or not the Association would have the obligation or the power to indemnify that individual against such liability under the provisions of this Article VII. Insurance may be purchased from or maintained with an individual in which the Association has a financial interest.

Section 7.08. For purposes of this Article VII, and as examples and not by way of limitation:

(a) An individual claiming indemnification under this Article VII shall be deemed to have been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.01, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding referred to Section 7.01, or in defense of any claim, issue or other matter therein, if such action, suit or proceeding shall be terminated as to such person, with or without prejudice, without the entry of a judgment or order against that individual, without a conviction of that individual, without the imposition of a fine upon that individual and without that individual's payment or agreement to pay any amount in settlement thereof (whether or not any such termination is based upon a judicial or other determination of the lack of merit of the claims made against that individual or otherwise results in a vindication of that individual);

(b) References to an "other enterprise" shall include employee benefit plans; references to a "fine" shall include any excise taxes assessed on an individual with respect to an employee benefit plan; and references to "serving at the request of the Association" shall include any service as a Director, officer, employee, agent or volunteer of the Association which imposes duties on, or involves services by, such Director, officer, employee, agent or volunteer with respect to an employee benefit plan, its participants or beneficiaries; and an individual who acted in good faith and in a manner that individual reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Association" within the meaning of that term as used in this Article VII; and

(c) The term "volunteer" shall mean a Director, officer, committee member or other agent of the Association, or another individual associated with the Association, who (i) performs services for or on behalf of, and under the authority or auspices of, the Association, and (ii) does not receive compensation, either directly or indirectly, for performing those services. Compensation does not include (i) actual and necessary expenses that are incurred by the volunteer in connection with the services performed for the Association and that are reimbursed to the volunteer or otherwise paid; (ii) insurance premium paid on behalf of the volunteer and amounts paid, advanced or reimbursed pursuant to this Article VII, Section 702.7(E) of the Ohio Revised Code or any indemnification agreement, resolution or similar arrangement; or (iii) modest prerequisites.

Section 7.09. Any action, suit or proceeding to determine a claim for indemnification under this Article VII may be maintained by the person claiming such indemnification, or by the Association, in the Court of Common Pleas of Franklin County, Ohio. The Association and (by claiming such indemnification) each such individual consent to the exercise of jurisdiction over its or that individual by the Court of Common Pleas of Franklin County, Ohio in any such action, suit or proceeding.

## ARTICLE VIII

### NOTICES AND DEMANDS

Section 8.01. Any notice or demand which is required to be given or delivered to or served upon a Member of the Association shall be in writing and shall be deemed to have been given, delivered or served when delivered personally to him or her or mailed to him or her at his or her address as it appears on the records of the Association.

Section 8.02. In computing the period of time for the giving of a notice required or permitted under the Articles of Incorporation, this Code of Regulations or a resolution of the Members or Directors, the day on which the notice is given shall be excluded, and the day when the act for which notice is given is to be done shall be included, unless the instrument calling for the notice otherwise provides. If notice is permitted to be given by mail, the notice shall be deemed to have been given when deposited in the mail.

## ARTICLE IX

### AMENDMENTS

Section 9.01. This Code of Regulations may be amended or a new Code of Regulations may be adopted at a meeting of voting Members held for that purpose or in a vote conducted by mail by the affirmative vote of those Members entitled to exercise not less than seventy-five percent (75%) of the total voting power of Members. The foregoing notwithstanding, any amendment terminating and dissolving the Association shall require the unanimous consent of all Lot Owners.

## ARTICLE X

### DECLARATION

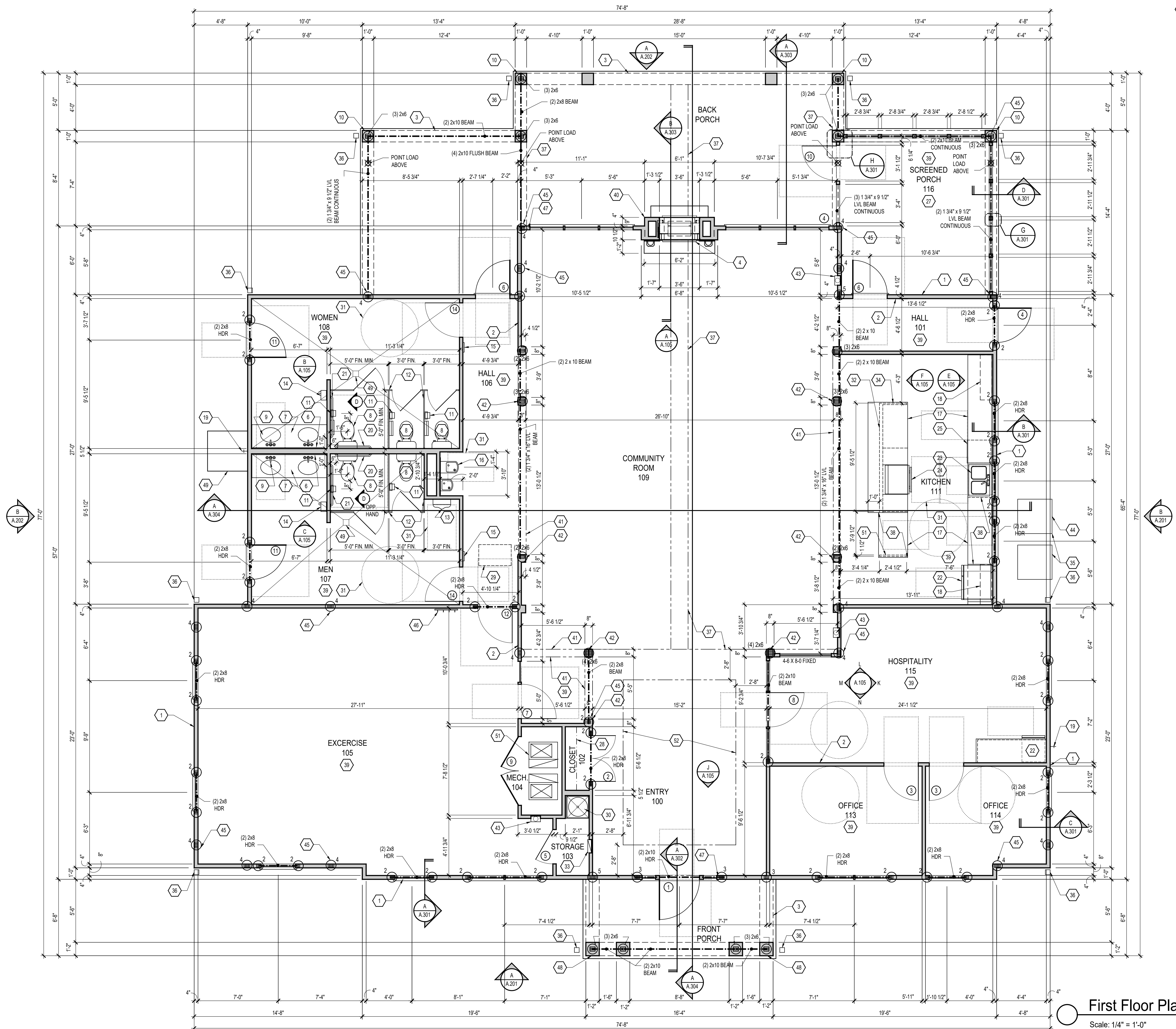
Section 10.01. The Association shall exist so long as the provisions of the Declaration are applicable to the Community.

## ARTICLE XI

### MISCELLANEOUS

Section 11.01. This Code of Regulations shall also be deemed to be Bylaws as the same is defined in Chapter 5312 of the Ohio Revised Code.

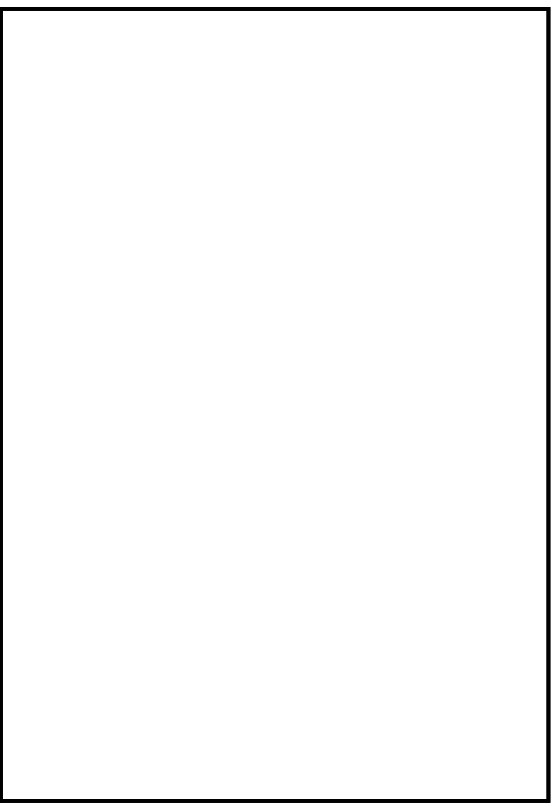




- FIRST FLOOR PLAN CODED NOTES**  
(DRAWING SHEET B-A.102 ONLY)
- EXTERIOR STUD WALL - 2 X 4 WOOD STUDS AT 16" O.C. WITH 1/2" DRYWALL ON ALL INTERIOR SURFACES AND 7/16" ZIP SYSTEM SHEATHING ON EXTERIOR SURFACES. TYPICAL UNLESS NOTED OTHERWISE.
  - INTERIOR STUD WALL - 2 X 4 WOOD STUDS AT 16" O.C. WITH 1/2" DRYWALL ON ALL FINISHED SURFACES - TYPICAL.
  - BUILT-UP WOOD BEAM - SEE WALL SECTIONS FOR DETAILS AND FIRST FLOOR PLAN FOR STRUCTURAL BEAM SIZES.
  - DIRECT VENT GAS THRU FIREPLACE (OUTDOOR LIFESTYLES, TWILIGHT II INDOOR/OUTDOOR FIREPLACE OR EQUAL) WITH BILTMORE MANTEL, W/ HEARTH 2 (INTERIOR SIDE); PROVIDE GAS LINE & GAS LOG SET - CONTRACTOR TO VERIFY ALL FRAMING DIMENSIONS AND CLEARANCES WITH MANUFACTURER'S INSTRUCTIONS.
  - ACCESSIBLE TOILET COMPARTMENT DOORS TO HAVE A MIN. CLEAR OPENING WIDTH OF 32" (EXACT DOOR SIZE TO BE DETERMINED BY MANUFACTURER), CLOSER AND GRASPABLE LATCH PER APPLICABLE ANSI STANDARDS & CODE REQUIREMENTS.
  - FRAMELESS MIRROR LOCATION.
  - VANITY COUNTERTOP 34" (MAX.) A.F.F.
  - ADA COMPLIANT TOILET & SEAT.
  - ADA COMPLIANT COUNTER LAVATORY AND FAUCET.
  - 12" x 12" BUILT-UP COLUMN - SEE ELEVATIONS AND WALL SECTIONS (E ON SHEET A.302) FOR DETAILS.
  - TOILET TISSUE DISPENSER - MOUNT WITH CENTER AT 22" A.F.F..
  - TOILET PARTITION - PROVIDE 2 x 6 BLOCKING IN WALL FOR MOUNTING AS NEEDED.
  - URINAL - SET RIM AT 17" A.F.F..
  - ADA COMPLIANT ELECTRIC HAND DRYER WITH AUTOMATIC SENSOR OPERATION TO BE WALL MOUNTED AT 54" MAX. A.F.F. TO BOTTOM OF SENSOR LENS.
  - ADA COMPLIANT SIGNAGE AS SHOWN IN DETAIL ON SHEET B-A.104. SIGNAGE IS TO COMPLY WITH ALL NATIONAL AND LOCAL CODES. MOUNT AT 60" A.F.F. TO CENTER OF SIGN.
  - ADA COMPLIANT TWO-LEVEL DRINKING FOUNTAIN WITH DUAL FOUNTAINS FOR WHEEL CHAIR USE AND STANDING PERSONS.
  - BASE CABINETS AND COUNTERTOP AT 36" A.F.F. OR 34" A.F.F. - SEE INTERIOR ELEVATIONS. FINISH ALL EXPOSED EDGES.
  - LINE OF WALL CABINETS ABOVE.
  - HOSE BIB LOCATION.
  - 36" LONG GRAB BAR - MOUNT HORIZONTALLY WITH CENTER AT 34" A.F.F..
  - 42" LONG GRAB BAR - MOUNT HORIZONTALLY WITH CENTER AT 34" A.F.F..
  - REFRIGERATOR LOCATION.
  - DOUBLE BOWL SINK AND FAUCET WITH 30" MIN. WIDE WHEEL CHAIR SPACE BELOW.
  - UNDER COUNTER BUILT-IN OVEN LOCATION.
  - DISHWASHER LOCATION.
  - (4) 16" DEEP WIRE SHELVES (29", 42", 55", 68" A.F.F.) - STANDARD SPACING.
  - SEE SHEET A.301 FOR SCREENED PORCH DETAILS.
  - SINGLE CLOSET ROD & SHELF (67 1/2" A.F.F.) - VINYL COATED WIRE WITH STANDARD SPACING.
  - ATTIC ACCESS IN CEILING ABOVE: 22" x 30" MINIMUM. PANEL SHALL BE WEATHER-STRIPPED AND INSULATED TO A LEVEL EQUIVALENT TO THE INSULATION ON THE SURROUNDING SURFACES. IF IN THE CEILING, A BAFFLE IS REQUIRED TO CONTAIN LOOSE-FILL INSULATION.
  - WATER HEATER LOCATION WITH PAN ON SHELF ABOVE MOP SINK. SEE PLUMBING SHEETS FOR MORE INFORMATION.
  - DOTTED LINE INDICATES AREA OF REQUIRED CLEARANCE FOR A.D.A. COMPLIANCE.
  - 1/2" WALL TO UNDERSIDE OF BAR COUNTERTOP.
  - RECESSED ELECTRIC PANEL LOCATION.
  - 2 X 4 WOOD STUDS AT 16" O.C. LAID FLAT WITH 1/2" DRYWALL ON ALL FINISHED SURFACES.
  - HVAC CONDENSOR UNIT LOCATION - CONTRACTOR TO COORDINATE PADS (AND LOCATION) WITH HVAC CONTRACTOR - LOCATE UNITS PER APPLICABLE CODES AND MANUFACTURER'S INSTRUCTIONS.
  - INDICATES DOWNSPOUT LOCATION.
  - INDICATES LINE OF BREAK IN CEILING PLANE ABOVE.
  - ADA COMPLIANT COUNTERTOP AT 34" A.F.F. WITH 30" MIN. WIDE WHEEL CHAIR SPACE BELOW - SEE INTERIOR ELEVATIONS.
  - FLAT DRYWALL CEILING @ 9'-0" A.F.F.
  - NO R-SHEATHING AROUND EXTERIOR CHIMNEY - SEE FIREPLACE WALL SECTION.
  - BUILT-UP DRYWALL BEAM. WIDTH OF BEAM TO MATCH WIDTH OF COLUMN. BOTTOM OF BEAM (TOP OF COLUMN) AT 8'-0" A.F.F..
  - INTERIOR COLUMN/PLASTER - SEE SHEET A.104.
  - MULTI-PURPOSE DRY CHEMICAL FIRE EXTINGUISHER AND CABINET - 2-A.10-8-C RATING MINIMUM. FIRE EXTINGUISHER TO BE ADA COMPLIANT - MOUNT TO ACHIEVE MAX. 48" A.F.F. TO HANDLE, AND MAX. 4" PROTRUSION FROM WALL. EXACT LOCATION TO BE DETERMINED BY LOCAL AUTHORITY.
  - 42" x 42" SLAB - SLOPE AWAY FROM BUILDING.
  - INDICATES MULTIPLE FULL-HEIGHT STUD COLUMN IN WALL - TYPICAL AT BEARING OF ALL WOOD BEAMS, GIRDER TRUSSES UNLESS NOTED OTHERWISE. SEE PLAN FOR NUMBER OF STUDS REQUIRED.
  - PROVIDE BLOCKING AT 54" A.F.F. FOR COAT HOOKS.
  - PROVIDE (2) JACKS UNDER ALL HEADERS IN OPENINGS OVER 48" WIDE - TYPICAL.
  - 14" x 14" BUILT-UP COLUMN - SEE ELEVATIONS AND WALL SECTION D ON SHEET A.302 FOR DETAILS.
  - FLOOR DRAIN LOCATION - SLOPE FLOOR NO LESS THAN 1/4" PER FOOT TOWARDS DRAIN.
  - FAUX SHUTTER LOCATION - SEE EXTERIOR ELEVATIONS.
  - FURNACE LOCATION.
  - TRAY CEILING AT 11'-0" A.F.F.

- GENERAL NOTES**
- EXTERIOR WALL DIMENSIONS INCLUDE THICKNESS OF SHEATHING.
  - REFER TO SITE LAYOUT PLAN & POOL PLANS FOR POOL LOCATIONS IF APPLICABLE.
  - REFER TO SITE LAYOUT PLAN FOR BUILDING LOCATIONS AND ORIENTATIONS.
  - DOORS NOT OTHERWISE DIMENSIONED SHALL BE LOCATED WITH ROUGH OPENING MIN. 4" FROM INTERSECTING WALLS.
  - REFER TO SITE PLAN FOR SIDEWALK/PORCH SPOT ELEVATIONS & LAYOUT.
  - DOORS OPENING DIRECTLY TO THE POOL AREA MUST BE SELF-LATCHING WITH ACTUATING DEVICE A MIN. 54" A.F.F..

**First Floor Plan**  
Scale: 1/4" = 1'-0"



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Prototype Disk No.	Interim Revision	Page Revisions Date
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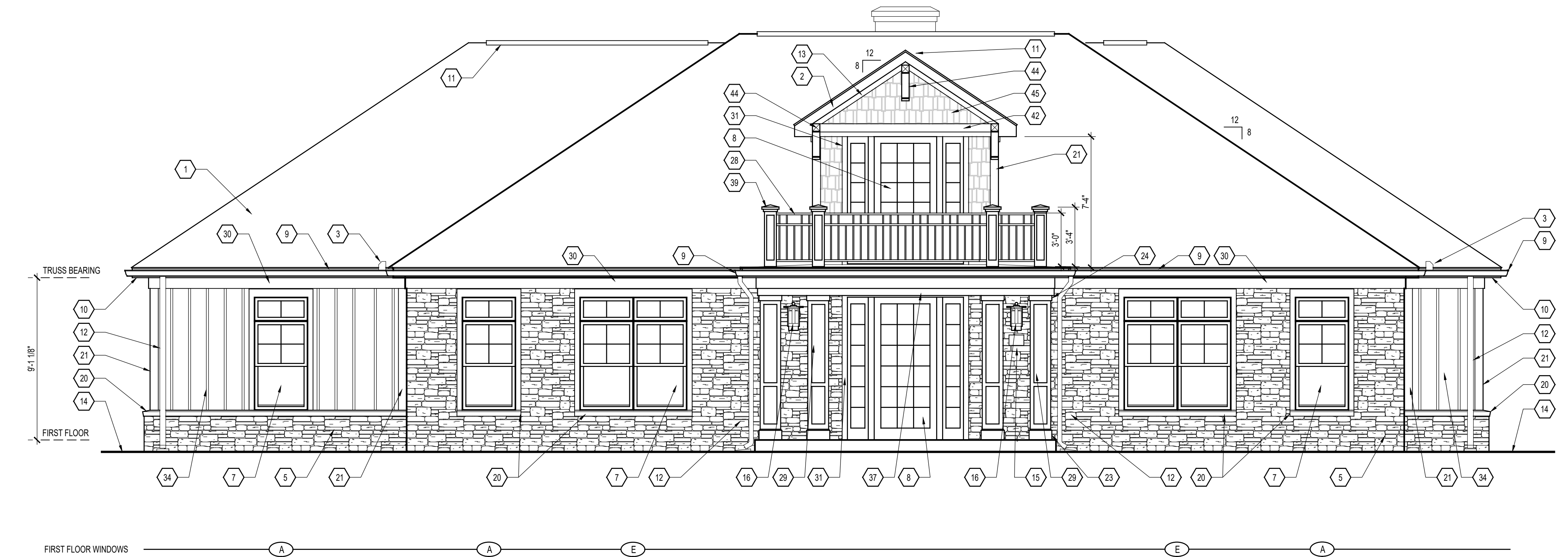
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Date Originated	
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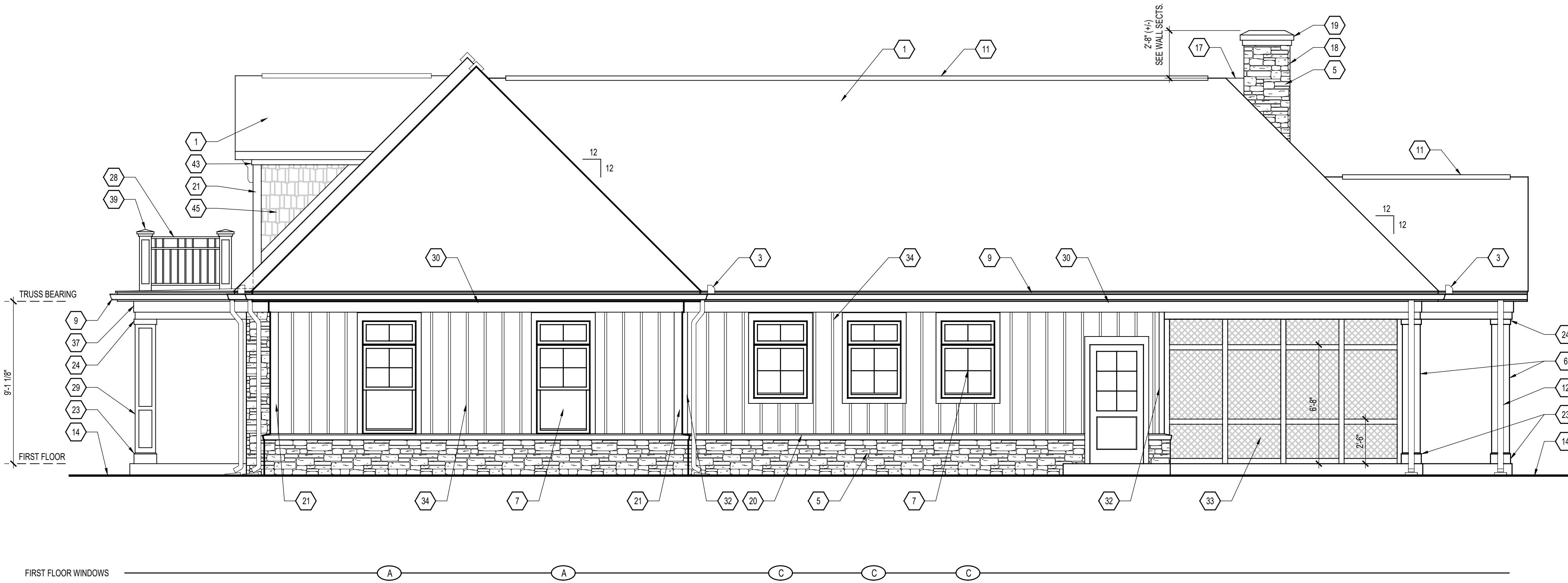
Drawing Title  
**First Floor Plan**

Architectural Style  
Craftsman  
Sheet Number  
**A.102**  
Clubhouse 'Large'





**A** Front Elevation  
Scale: 1/4" = 1'-0"



**B** Right Side Elevation  
Scale: 1/4" = 1'-0"

- EXTERIOR ELEVATION CODED NOTES**  
(CLUBHOUSE ELEVATION SHEETS ONLY)
- FIBERGLASS / ASPHALT SHINGLE ROOFING.
  - ALUMINUM CLAD WOOD RAKE EXTENSION - SEE WALL SECTIONS.
  - WATER FLOW DIVERTER - TYPICAL AT VALLEY ENDS.
  - PRE-PRIMED COMPOSITION LAP SIDING BY LOUISIANA PACIFIC (OR EQUAL).
  - CULTURED STONE VENEER. COLOR, STYLE, MORTAR COLOR, COURSING & JOINT STYLE TO BE SELECTED BY THE OWNER.
  - 12" SQUARE BUILT-UP COLUMN - SEE DETAIL E ON SHEET A.302.
  - VINYL WINDOW UNIT - SEE WINDOW DETAILS ON SHEET A.401 FOR SIZE AND TRIM INFORMATION.
  - PRE-HUNG INSULATED METAL ENTRY DOOR - PAINTED. SEE DOOR SCHEDULE FOR MORE INFORMATION.
  - 5" ALUMINUM OGEE GUTTER ON 2 X 6 ALUMINUM CLAD WOOD SUB FASCIA (OR AS SPECIFIED ON WALL SECTION) - TYPICAL.
  - VENTED ALUMINUM SOFFIT (TYPICAL) - SEE TYPICAL WALL SECTIONS FOR MORE DETAILS.
  - CONTINUOUS RIDGE VENT LOCATION.
  - DOWNSPOUT LOCATION WITH SPLASH BLOCK (NO SPLASH BLOCK WHERE ROUTED UNDER WALKS).
  - 5/4 X 4 RAKE TRIM.
  - APPROXIMATE LINE OF GRADE - TO BE COORDINATED WITH BUILDER PRIOR TO START OF CONSTRUCTION - MAINTAIN MINIMUM 6" BELOW FIRST FLOOR.
  - ADDRESS PLAQUE - USE DOUBLE-THICKNESS TRIM AS BACKING. MOUNT TOP @ 5'-5" A.F.F. AND CENTER ON WALL - TYPICAL.
  - EXTERIOR LIGHT FIXTURE - MOUNT TOP @ 7'-8" A.F.F. AT TYPICAL DOOR LOCATIONS. G.C. TO COORDINATE OTHER MOUNTING HEIGHTS AS NEEDED.
  - CHIMNEY CRICKET.
  - SEE WALL SECTION FOR MORE INFORMATION ON CHIMNEY DETAILS.
  - METAL CHIMNEY CAP & FLASHING - SEE WALL SECTION FOR DETAILS.
  - SLOPED CULTURED STONE BELT COURSE.
  - 5/4 X 6" CORNER TRIM - RIP ONE SIDE TO ACHIEVE 5 1/2" DIMENSION EACH SIDE OF CORNER.
  - 5/4 X 8 WOOD TRIM WITH FLASHING ON 1 X BACKER.
  - 1 X 8 PAINTED COLUMN BASE TRIM WITH BEVELED TOP EDGE.
  - 1 X 4 PAINTED COLUMN CAP TRIM.
  - 1/4" PAINT GRADE FINISH PLYWOOD SHEATHING ON UNDERSIDE OF ARCH - BEND TO RADIUS.
  - SCREENED PORCH BEYOND. SEE DOOR SCHEDULE FOR SCREENED DOOR DETAILS.
  - 5/4 X 6 TRIM.
  - DECORATIVE ALUMINUM GUARDRAIL WITH BALLUSTERS SPACED 4" O.C. - DESIGN AS SHOWN.
  - 1/4" SQUARE BUILT-UP COLUMN - SEE DETAIL D ON SHEET A.302.
  - 5/4 X 8 FRIEZE BOARD TRIM - TYPICAL.
  - 5/4 X 4 TRIM.
  - 5/4 X 4 CORNER TRIM - RIP ONE SIDE TO ACHIEVE 3 1/2" DIMENSION EACH SIDE OF CORNER.
  - INSET SCREEN IN FRAMED WOOD. FOR SCREENED PORCH DETAILS SEE SHEET B-A.301.
  - BOARD AND BATTEN SIDING.
  - 4" WIDE LIMESTONE CHIMNEY WATER TABLE - TOP OF STONE AT 5'-4" A.F.F..
  - STONE HEARTH - MIN. 2" THICK.
  - PORCH BEAM - SEE WALL SECTIONS.
  - 5/4 X 8 ARCHED TRIM - DIMENSIONS AS SHOWN.
  - 8" X 8" BUILT-UP WOOD POST WITH METAL CAP.
  - DIRECT VENT GAS THRU FIREPLACE (OUTDOOR LIFESTYLES, TWILIGHT II INDOOR/OUTDOOR FIREPLACE OR EQUAL). PROVIDE GAS LINE & GAS LOG SET - CONTRACTOR TO VERIFY ALL FRAMING DIMENSIONS AND CLEARANCES WITH MANUFACTURERS' INSTRUCTIONS.
  - PROVIDE STEP FLASHING AND COUNTER FLASHING MIN. 16" HIGH THE ENTIRE LENGTH OF VERTICAL WALL ADJACENT TO ROOF - TYPICAL.
  - 1 X 6 TRIM ON 1 X BACKER.
  - 5/4 X 4 FRIEZE BOARD TRIM.
  - WALL BRACKET - SEE DETAIL B ON SHEET A.302.
  - VINYL ROUGH-SPLIT SHAKE SIDING (OR FIBER-CEMENT OR SIM.) WITH MATCHING CORNER PIECES. PROVIDE 5/4" X 4" PAINTED WOOD TRIM AT INSIDE CORNER WHERE STONE MEETS SHAKE SIDING.
- ALL SIDING & TRIM TO BE LOUISIANA PACIFIC "SMART SIDE" CEDAR GRAIN TEXTURE - SIZES AS INDICATED. TRIM IN DIRECT CONTACT WITH CONCRETE TO BE PVC PRODUCT EQUIVALENT.



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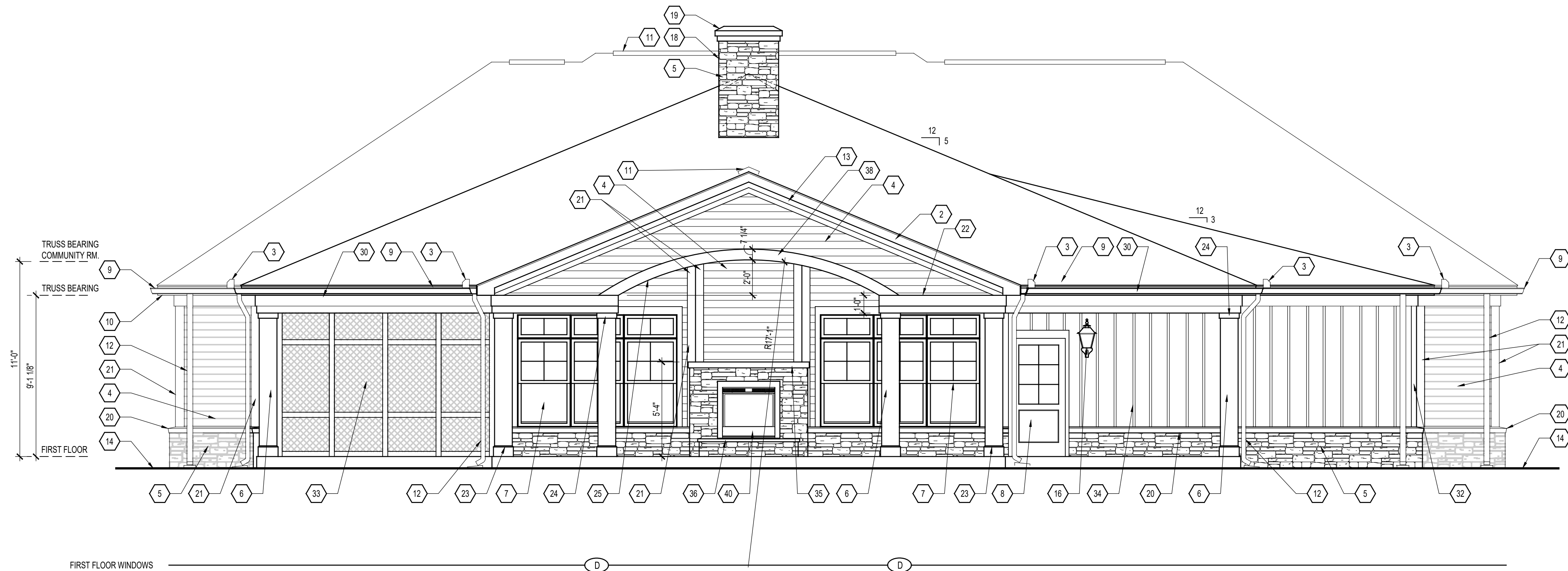
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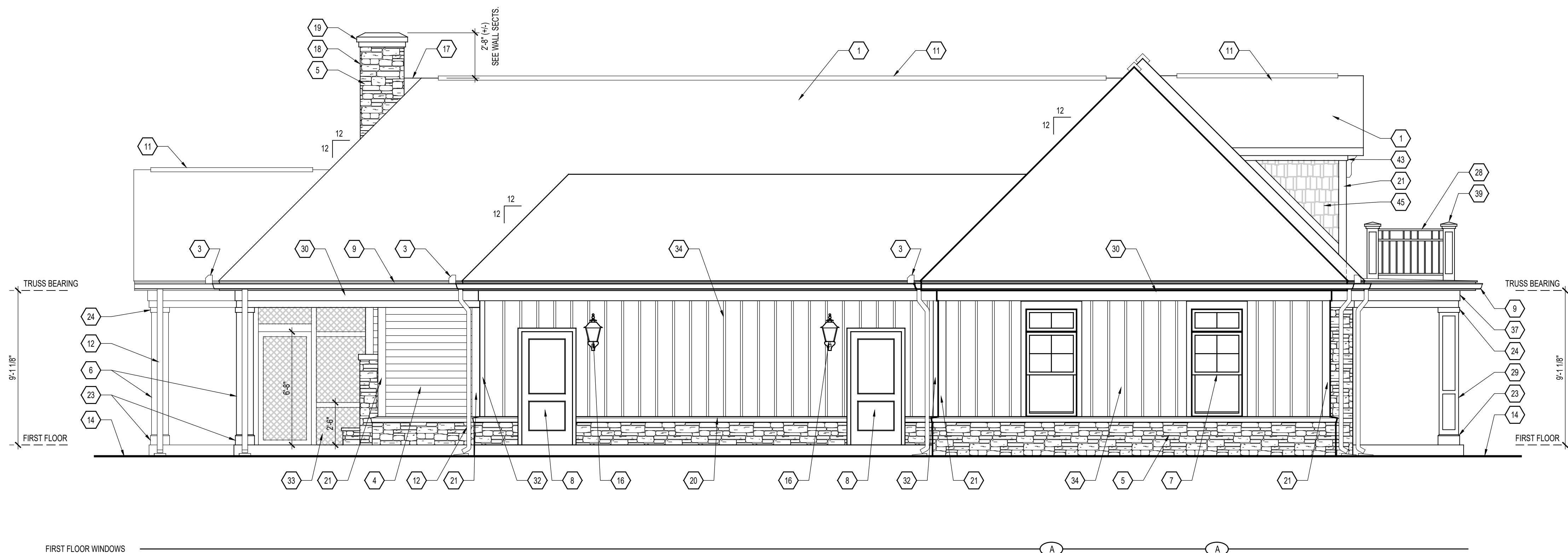
Drawing Title  
Exterior Elevations

Architectural Style  
Craftsman  
Sheet Number  
A.201  
Clubhouse 'Large'





**A** Rear Elevation  
Scale: 1/4" = 1'-0"



**B** Left Side Elevation  
Scale: 1/4" = 1'-0"

**EXTERIOR ELEVATION CODED NOTES**  
(CLUBHOUSE ELEVATION SHEETS ONLY)

1. FIBERGLASS / ASPHALT SHINGLE ROOFING.
2. ALUMINUM CLAD WOOD RAKE EXTENSION - SEE WALL SECTIONS.
3. WATER FLOW DIVERTER - TYPICAL AT VALLEY ENDS.
4. PRE-PRIMED COMPOSITION LAP SIDING BY LOUISIANA PACIFIC (OR EQUAL).
5. CULTURED STONE VENEER. COLOR, STYLE, MORTAR COLOR, COURSING & JOINT STYLE TO BE SELECTED BY THE OWNER.
6. 12" SQUARE BUILT-UP COLUMN - SEE DETAIL E ON SHEET A.302.
7. VINYL WINDOW UNIT - SEE WINDOW DETAILS ON SHEET A.401 FOR SIZE AND TRIM INFORMATION.
8. PRE-HUNG INSULATED METAL ENTRY DOOR - PAINTED. SEE DOOR SCHEDULE FOR MORE INFORMATION.
9. 5" ALUMINUM OGEE GUTTER ON 2 X 6 ALUMINUM CLAD WOOD SUB FASCIA (OR AS SPECIFIED ON WALL SECTION) - TYPICAL.
10. VENTED ALUMINUM SOFFIT (TYPICAL) - SEE TYPICAL WALL SECTIONS FOR MORE DETAILS.
11. CONTINUOUS RIDGE VENT LOCATION.
12. DOWNSPOUT LOCATION WITH SPLASH BLOCK (NO SPLASH BLOCK WHERE ROUTED UNDER WALKS).
13. 5/4 X 4 RAKE TRIM.
14. APPROXIMATE LINE OF GRADE - TO BE COORDINATED WITH BUILDER PRIOR TO START OF CONSTRUCTION - MAINTAIN MINIMUM 6" BELOW FIRST FLOOR.
15. ADDRESS PLAQUE - USE DOUBLE-THICKNESS TRIM AS BACKING. MOUNT TOP @ 5'-5" A.F.F. AND CENTER ON WALL - TYPICAL.
16. EXTERIOR LIGHT FIXTURE - MOUNT TOP @ 7'-8" A.F.F. AT TYPICAL DOOR LOCATIONS. G.C. TO COORDINATE OTHER MOUNTING HEIGHTS AS NEEDED.
17. CHIMNEY CRICKET.
18. SEE WALL SECTION FOR MORE INFORMATION ON CHIMNEY DETAILS.
19. METAL CHIMNEY CAP & FLASHING - SEE WALL SECTION FOR DETAILS.
20. SLOPED CULTURED STONE BELT COURSE.
21. 5/4 X 6" CORNER TRIM - RIP ONE SIDE TO ACHIEVE 5 1/2" DIMENSION EACH SIDE OF CORNER.
22. 5/4 X 4 WOOD TRIM WITH FLASHING ON 1 X BACKER.
23. 1 X 8 PAINTED COLUMN BASE TRIM WITH BEVELED TOP EDGE.
24. 1 X 4 PAINTED COLUMN CAP TRIM.
25. 1/4" PAINT GRADE FINISH PLYWOOD SHEATHING ON UNDERSIDE OF ARCH - BEND TO RADIUS.
26. SCREENED PORCH BEYOND. SEE DOOR SCHEDULE FOR SCREENED DOOR DETAILS.
27. 5/4 X 6 TRIM.
28. DECORATIVE ALUMINUM GUARDRAIL WITH BALUSTERS SPACED 4" O.C. - DESIGN AS SHOWN.
29. 14" SQUARE BUILT-UP COLUMN - SEE DETAIL D ON SHEET A.302.
30. 5/4 X 8 FRIEZE BOARD TRIM - TYPICAL.
31. 5/4 X 4 TRIM.
32. 5/4 X 4 CORNER TRIM - RIP ONE SIDE TO ACHIEVE 3 1/2" DIMENSION EACH SIDE OF CORNER.
33. INSECT SCREEN IN FRAMED WOOD. FOR SCREENED PORCH DETAILS SEE SHEET B-A.301.
34. BOARD AND BATTEN SIDING.
35. 4" WIDE LIMESTONE CHIMNEY WATER TABLE - TOP OF STONE AT 5'-4" A.F.F..
36. STONE HEARTH - MIN. 2" THICK.
37. PORCH BEAM - SEE WALL SECTIONS.
38. 5/4 X 8 ARCHED TRIM - DIMENSIONS AS SHOWN.
39. 8" X 8" BUILT-UP WOOD POST WITH METAL CAP.
40. DIRECT VENT GAS THRU FIREPLACE (OUTDOOR LIFESTYLES, TWILIGHT II INDOOR/OUTDOOR FIREPLACE OR EQUAL); PROVIDE GAS LINE & GAS LOG SET - CONTRACTOR TO VERIFY ALL FRAMING DIMENSIONS AND CLEARANCES WITH MANUFACTURERS INSTRUCTIONS.
41. PROVIDE STEP FLASHING AND COUNTER FLASHING MIN. 16" HIGH THE ENTIRE LENGTH OF VERTICAL WALL ADJACENT TO ROOF - TYPICAL.
42. 1 X 6 TRIM ON 1 X BACKER.
43. 5/4 X 4 FRIEZE BOARD TRIM.
44. WALL BRACKET - SEE DETAIL B ON SHEET A.302.
45. VINYL ROUGH-SPLIT SHAKE SIDING (OR FIBER-CEMENT OR SIM.) WITH MATCHING CORNER PIECES. PROVIDE 5/4" X 4" PAINTED WOOD TRIM AT INSIDE CORNER WHERE STONE MEETS SHAKE SIDING.

ALL SIDING & TRIM TO BE LOUISIANA PACIFIC "SMART SIDE" CEDAR GRAIN TEXTURE - SIZES AS INDICATED. TRIM IN DIRECT CONTACT WITH CONCRETE TO BE PVC PRODUCT EQUIVALENT.



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Architect Project Number

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Revisions	
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Drawing Title  
Exterior Elevations

Architectural Style  
Craftsman

Sheet Number

A.202

Clubhouse 'Large'



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ISSUE	DESCRIPTION	DATE
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PLAN: Bedford  
ELEV: Bonus Elevation A  
LOT:

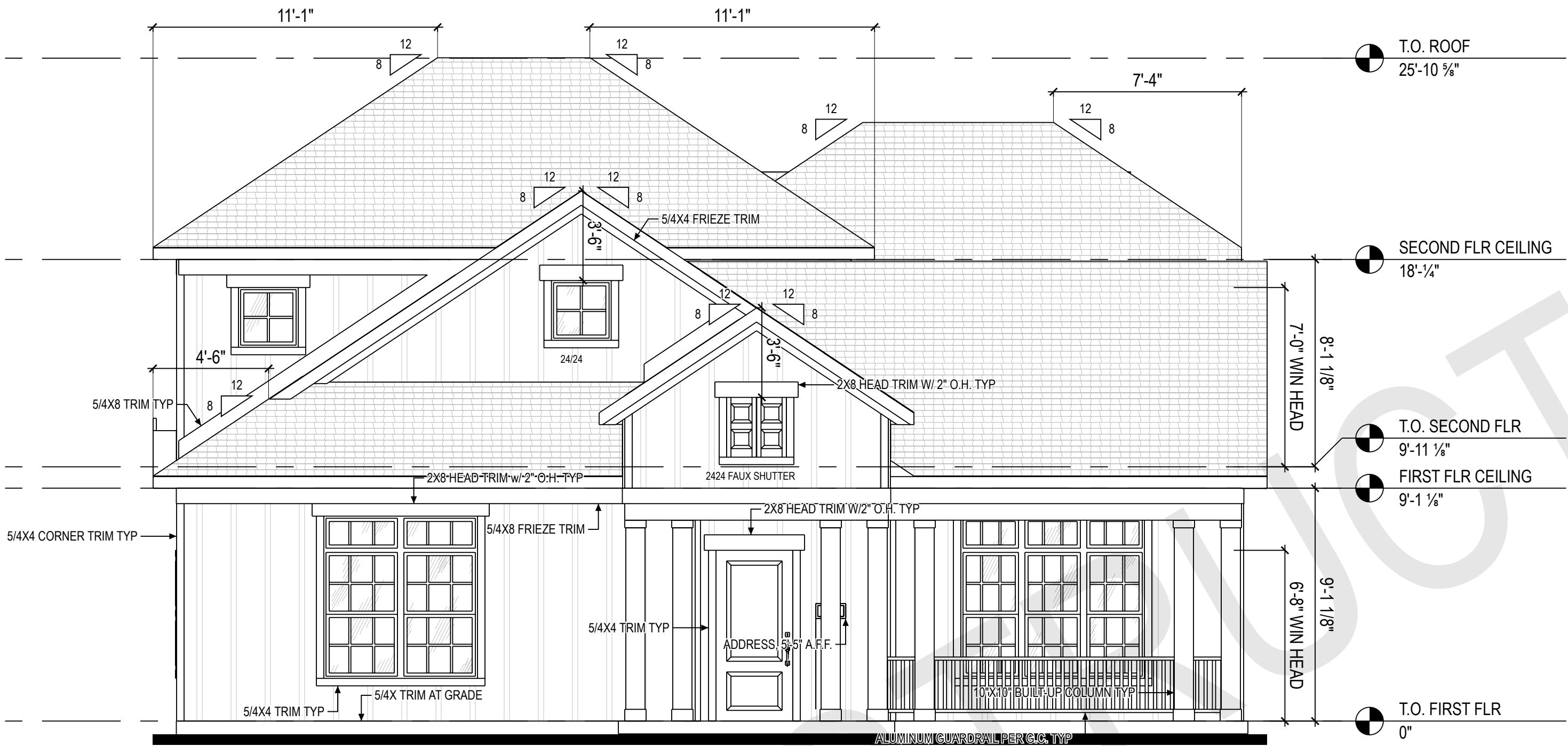
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DRAWING TITLE  
**FRONT / BACK  
ELEVATION**

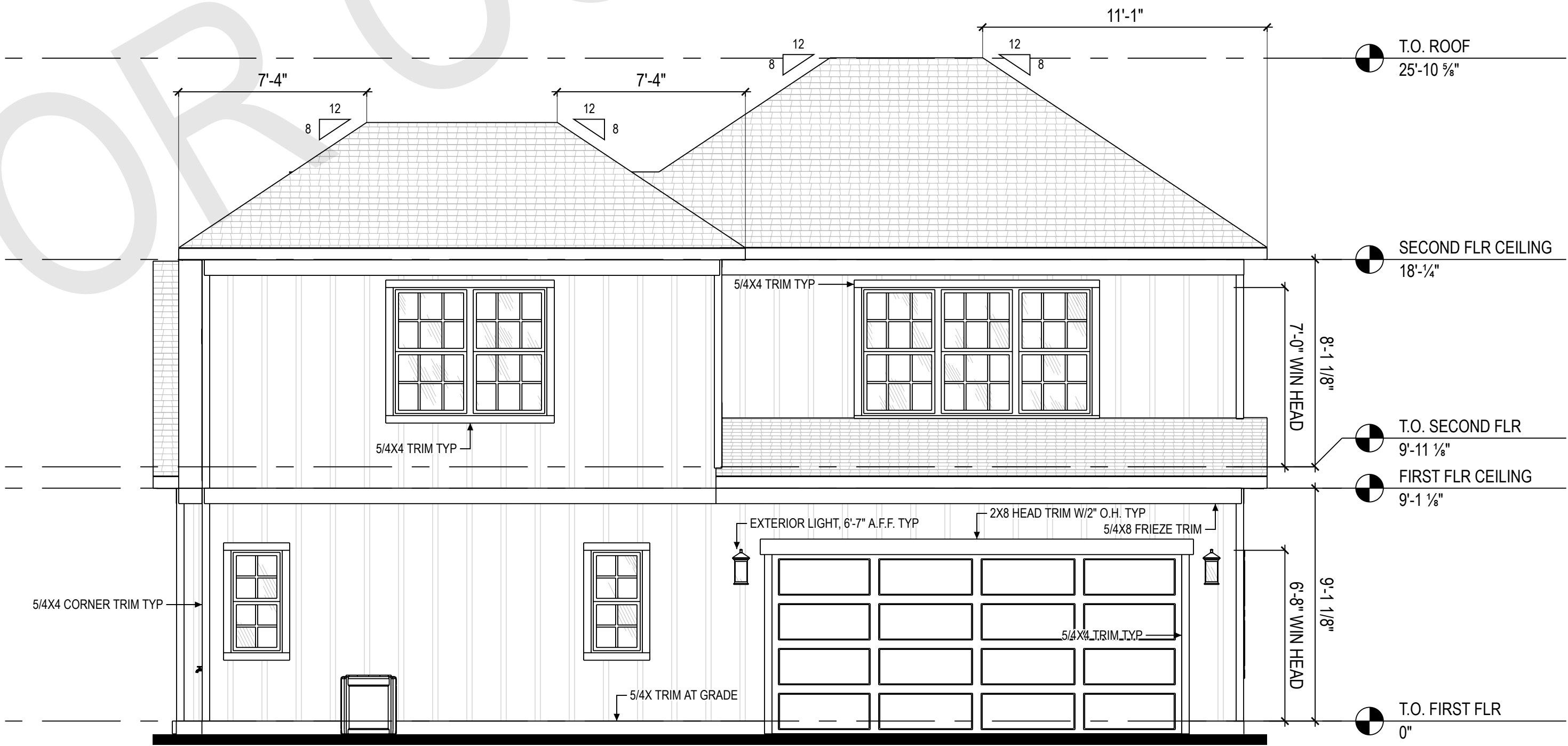
SHEET NUMBER  
**A-200**

NOT FOR CONSTRUCTION

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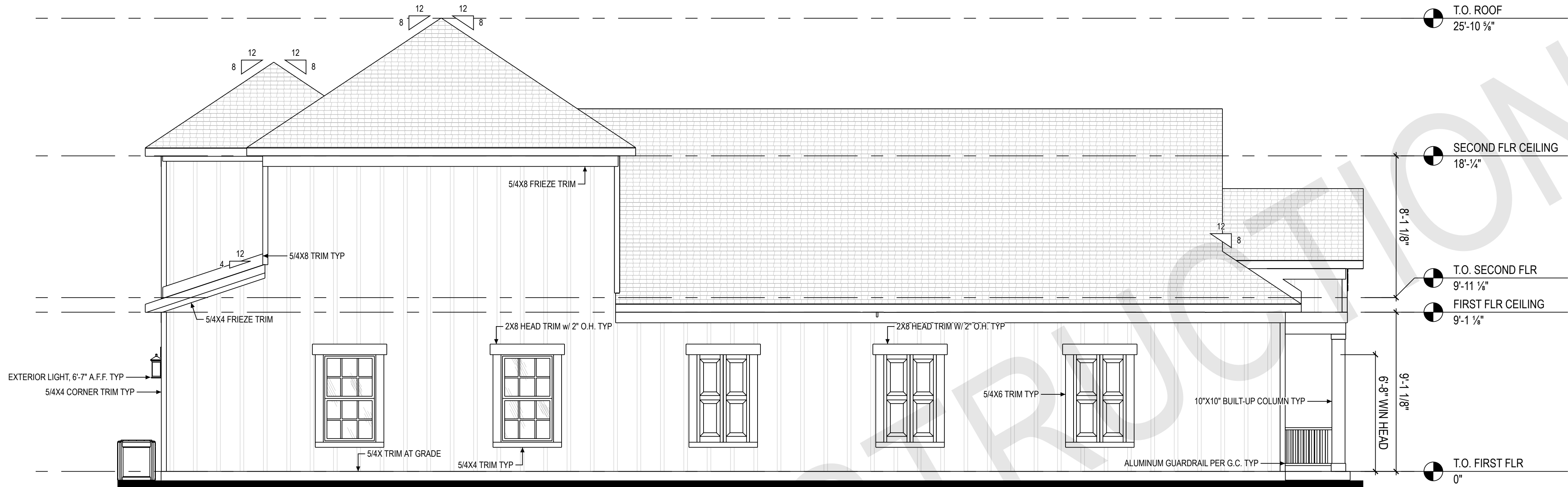


1 FRONT ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"

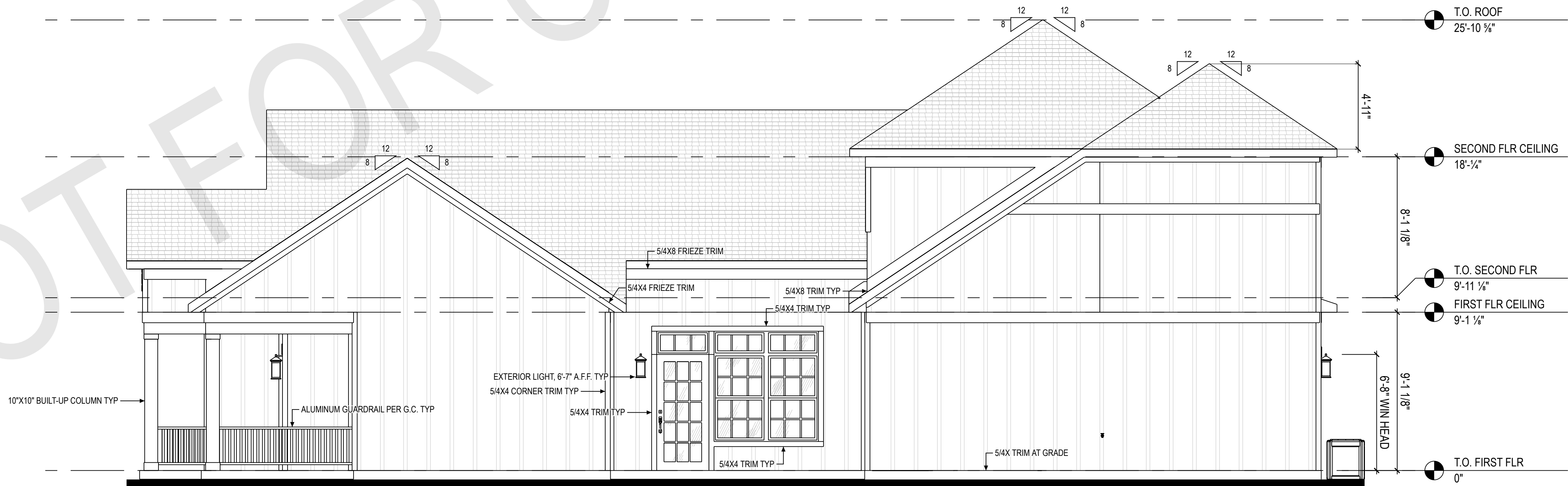


2 BACK ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"

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1 LEFT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"



2 RIGHT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"

ISSUE	DESCRIPTION	DATE
01	BUILDER SET	4/11/2023

PROJECT  
PLAN: Bedford  
ELEV: Bonus Elevation A - Enhanced Side  
LOT:

LOT ADDRESS:

DRAWING TITLE  
**LEFT / RIGHT  
ELEVATION**

SHEET NUMBER  
**A-201**

NOT FOR CONSTRUCTION

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ISSUE	DESCRIPTION	DATE
01	BUILDER SET	4/11/2023

PROJECT  
PLAN: Bedford  
ELEV: Bonus Elevation B  
LOT:

LOT ADDRESS:

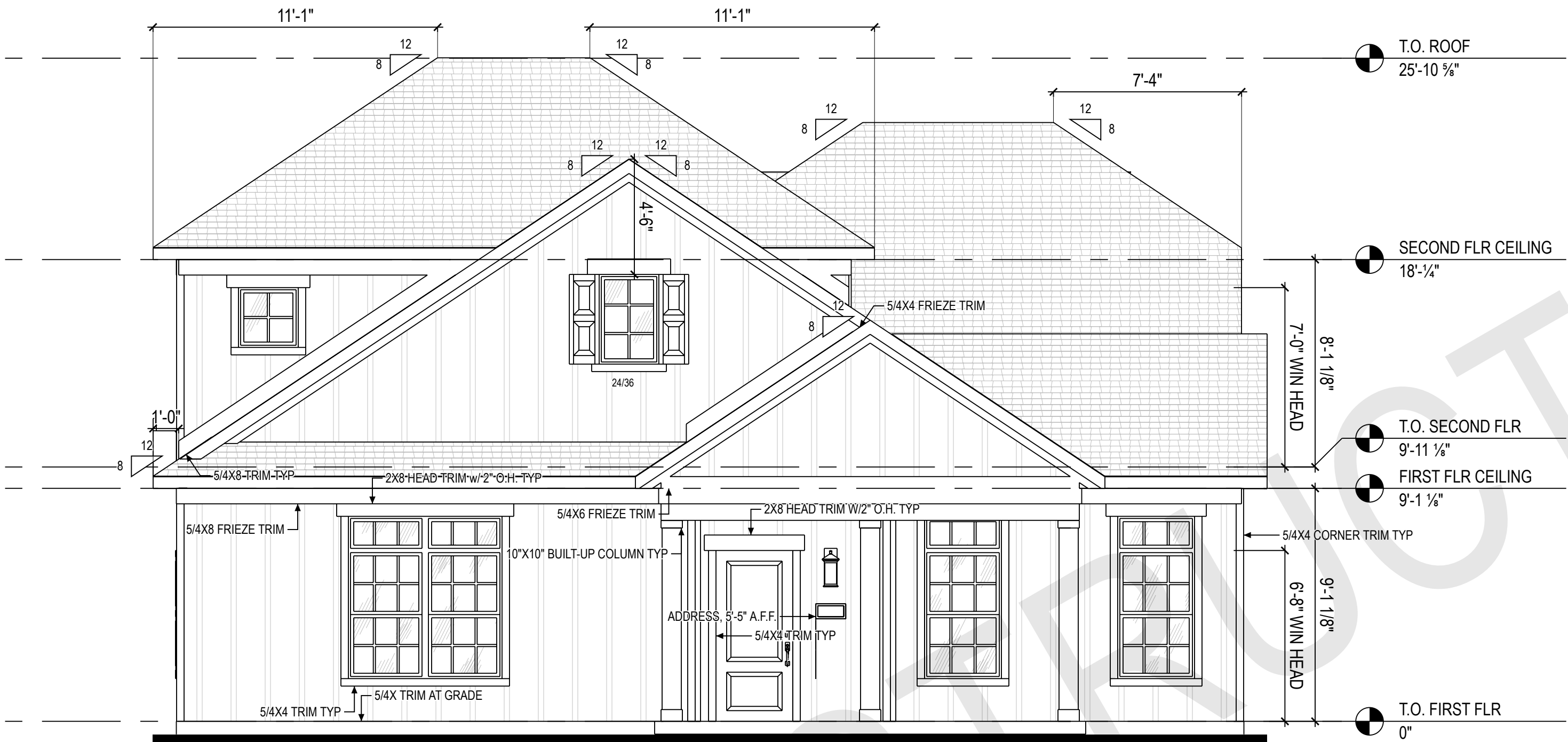
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**FRONT / BACK  
ELEVATION**

SHEET NUMBER

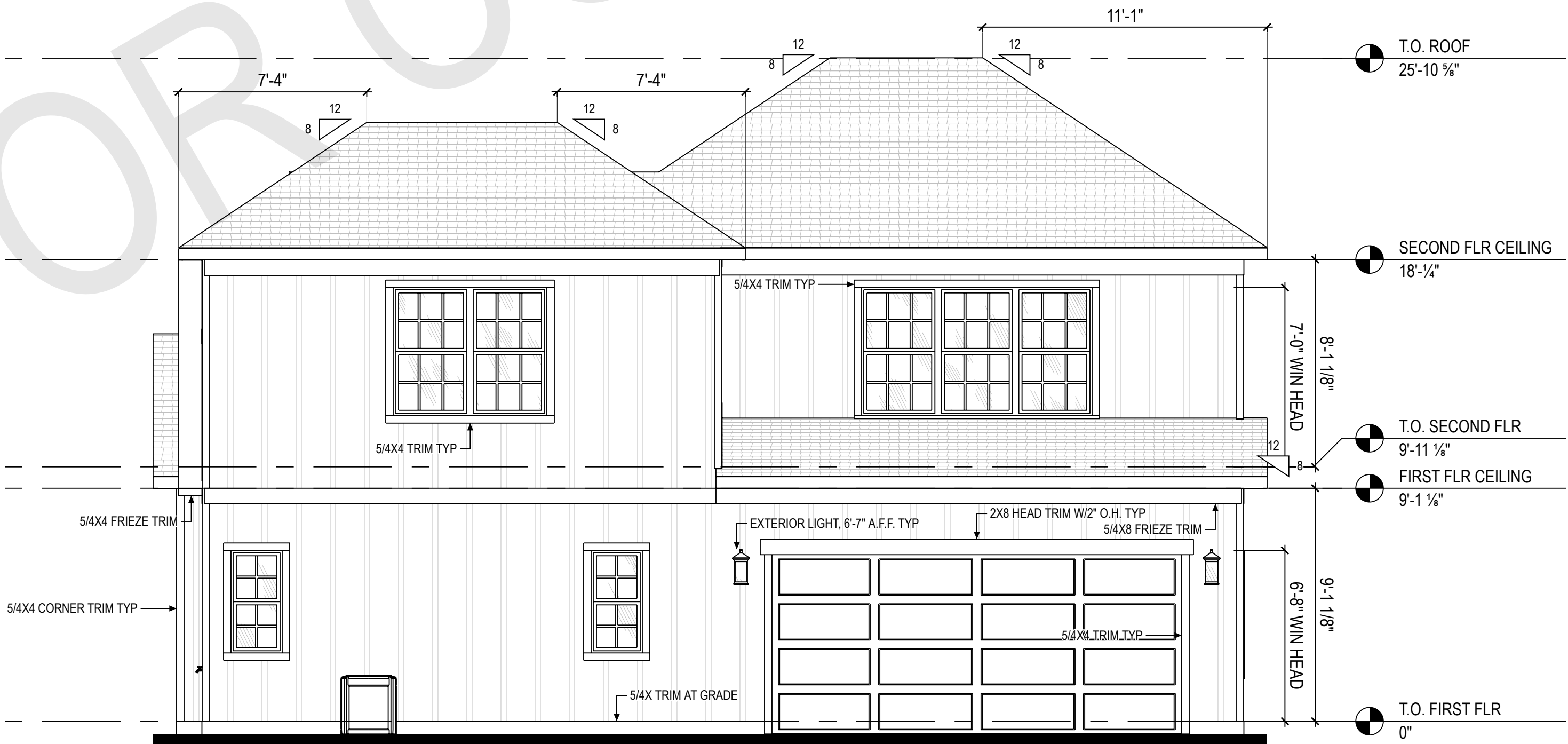
**A-200**

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1 FRONT ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"



2 BACK ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"



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ISSUE	DESCRIPTION	DATE
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PROJECT  
PLAN: Bedford  
ELEV: Ranch Elevation A  
LOT:

LOT ADDRESS:

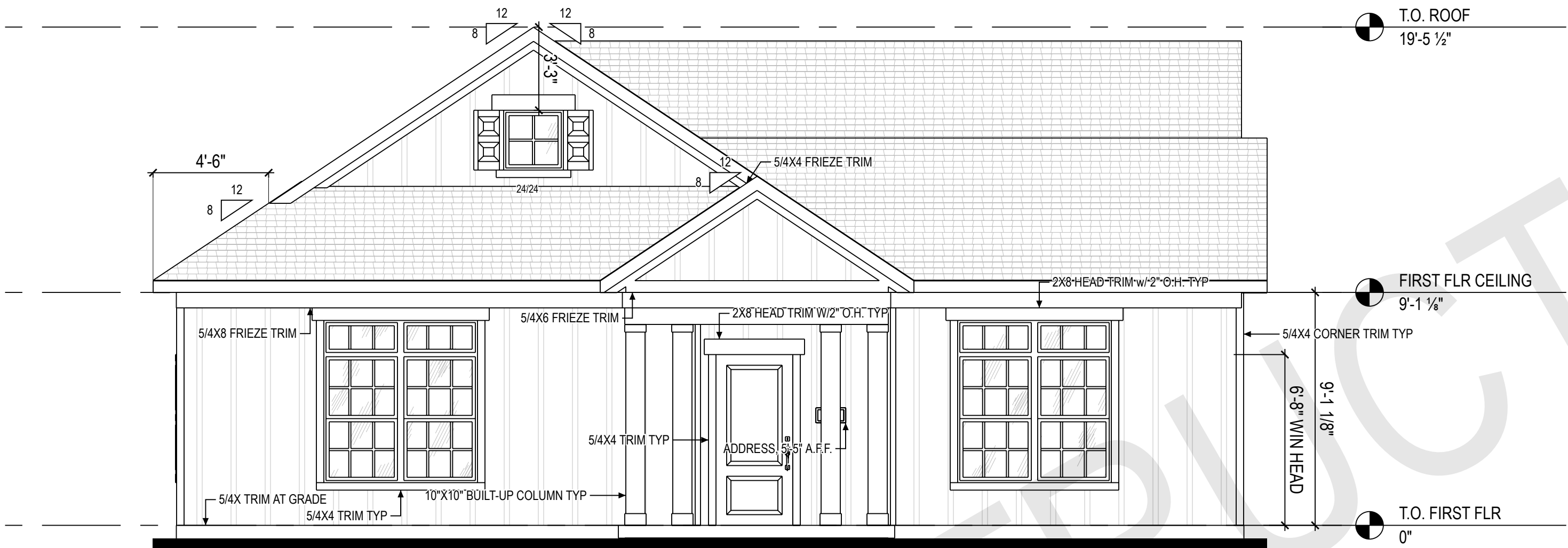
DRAWING TITLE  
**FRONT / BACK  
ELEVATION**

SHEET NUMBER

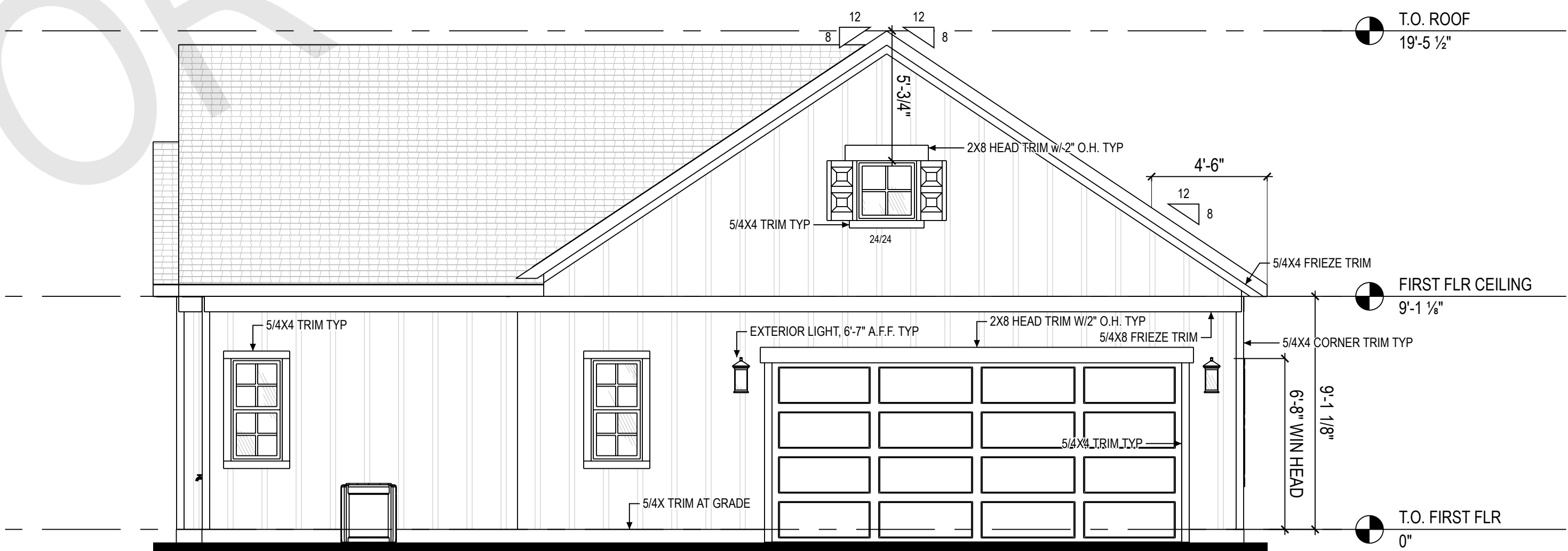
**A-200**

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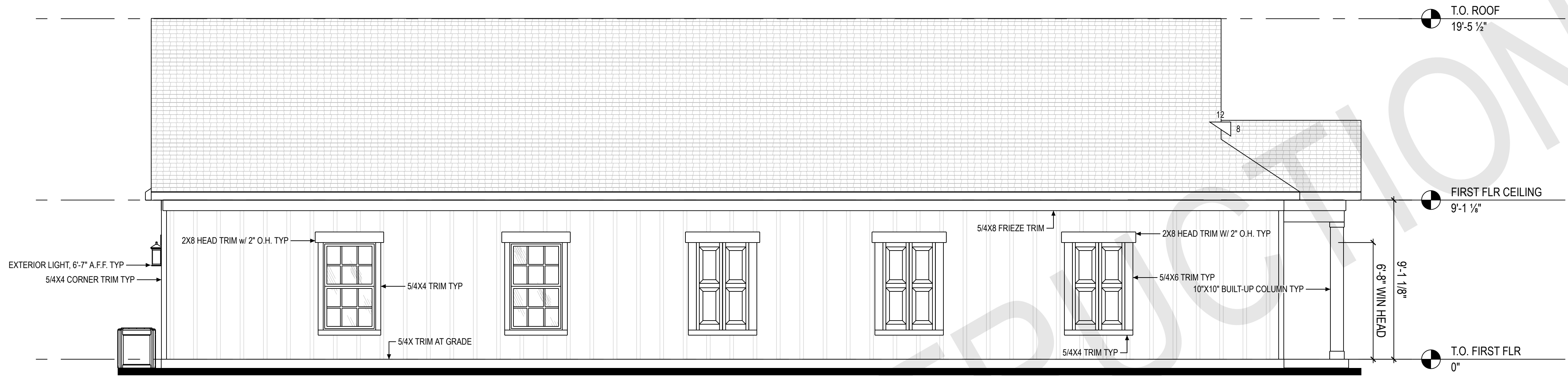


1 FRONT ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"

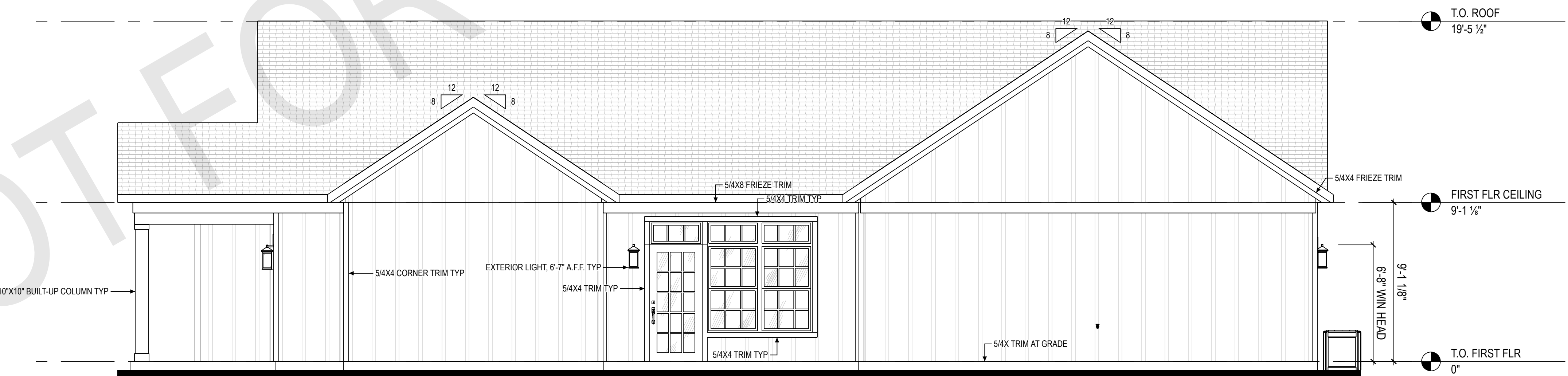


2 BACK ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"

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1 LEFT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"



2 RIGHT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"

ISSUE	DESCRIPTION	DATE
01	BUILDER SET	4/11/2023

PROJECT  
PLAN: Bedford  
ELEV: Ranch Elevation A - Enhanced Side  
LOT:

LOT ADDRESS:

DRAWING TITLE  
**LEFT / RIGHT  
ELEVATION**

SHEET NUMBER  
**A-201**

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ISSUE	DESCRIPTION	DATE
01	BUILDER SET	4/11/2023

PROJECT  
PLAN: Bedford  
ELEV: Bonus Elevation B - Enhanced Side LOT:

LOT ADDRESS:

DRAWING TITLE  
**LEFT / RIGHT ELEVATION**

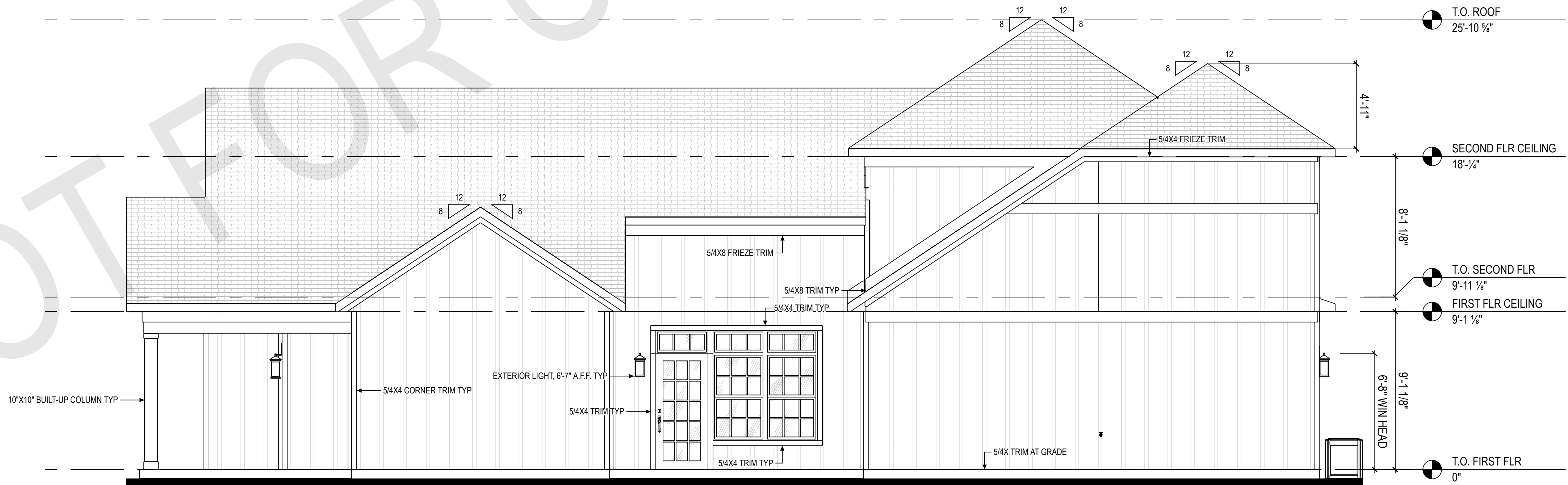
SHEET NUMBER  
**A-201**

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1 LEFT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"



2 RIGHT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"



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ISSUE	DESCRIPTION	DATE
01	BUILDER SET	6/14/2023

PROJECT  
PLAN: Bedford  
ELEV: Elevation B  
LOT:

LOT ADDRESS:

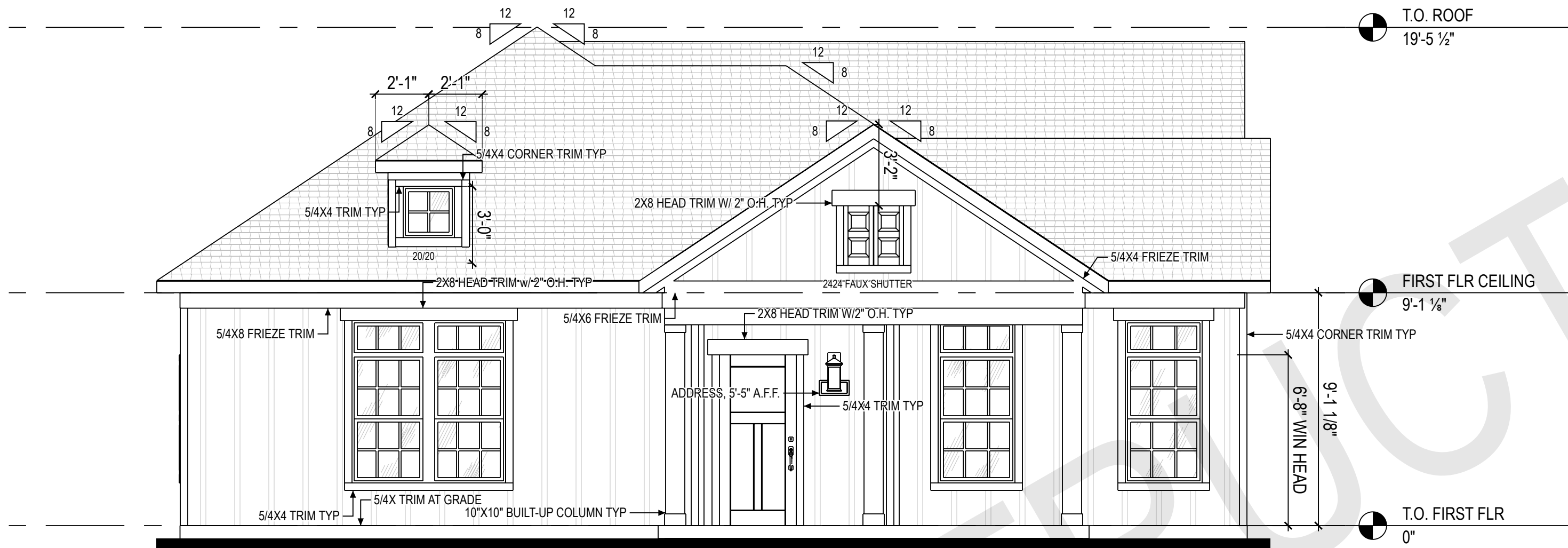
DRAWING TITLE  
**FRONT / BACK  
ELEVATION**

SHEET NUMBER

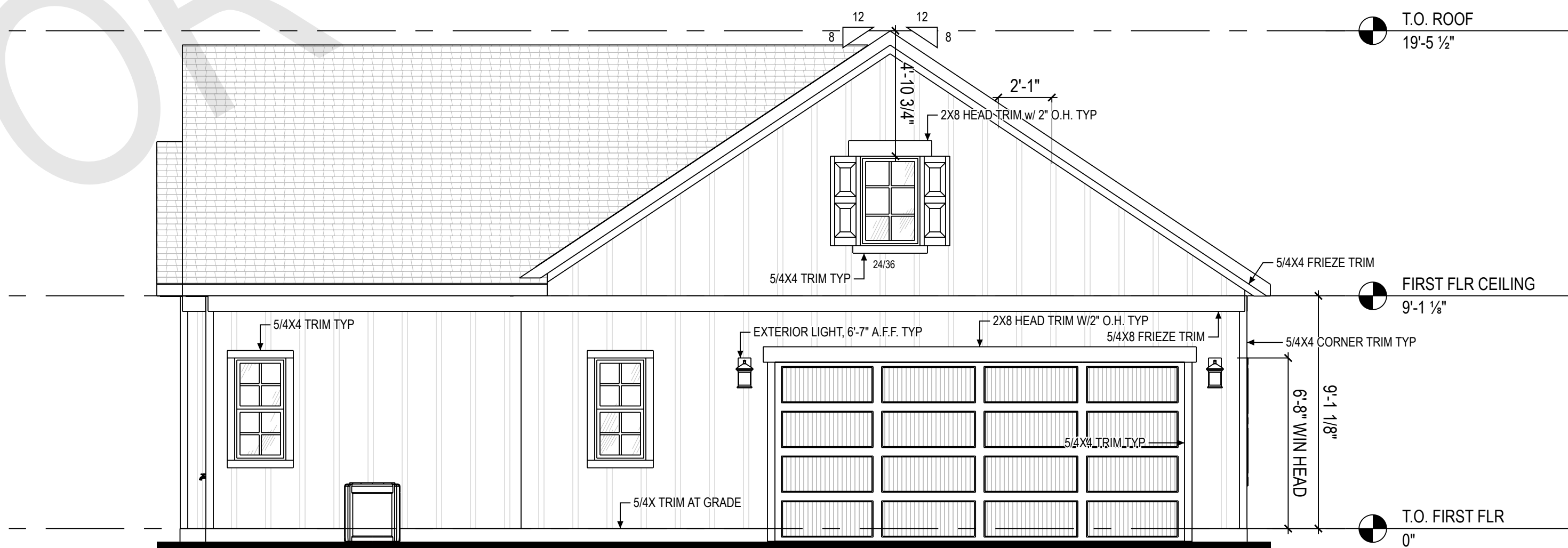
**A-200**

NOT FOR CONSTRUCTION

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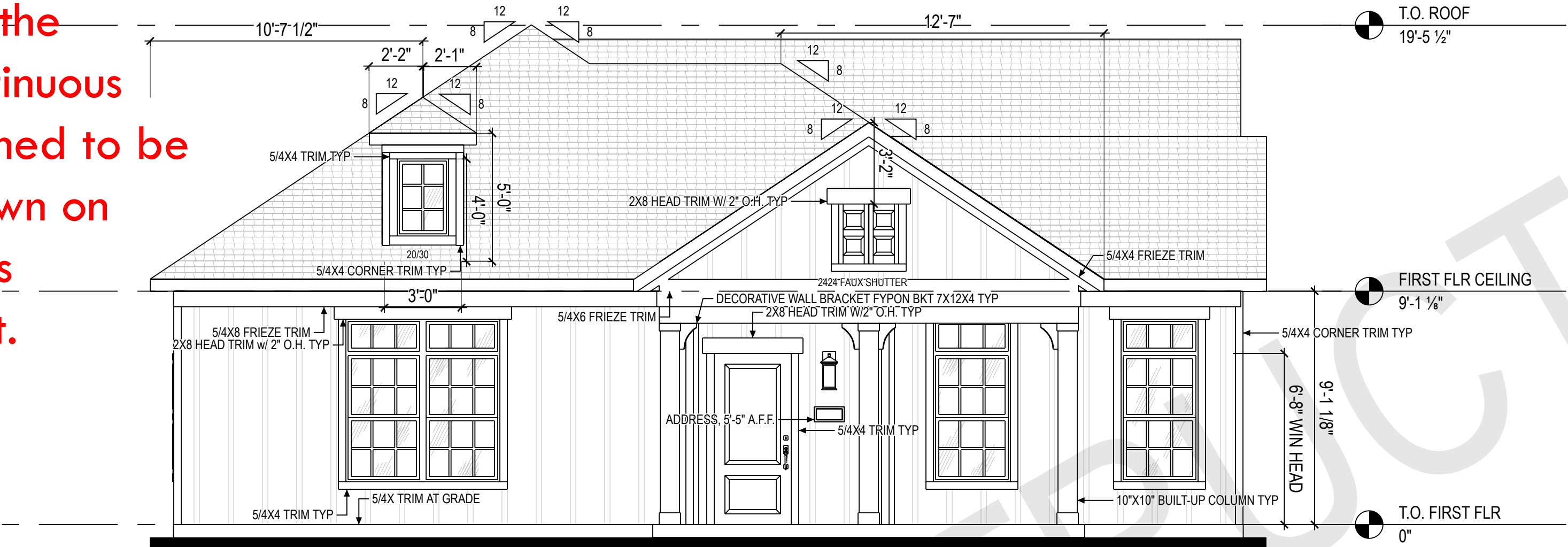


1 FRONT ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"

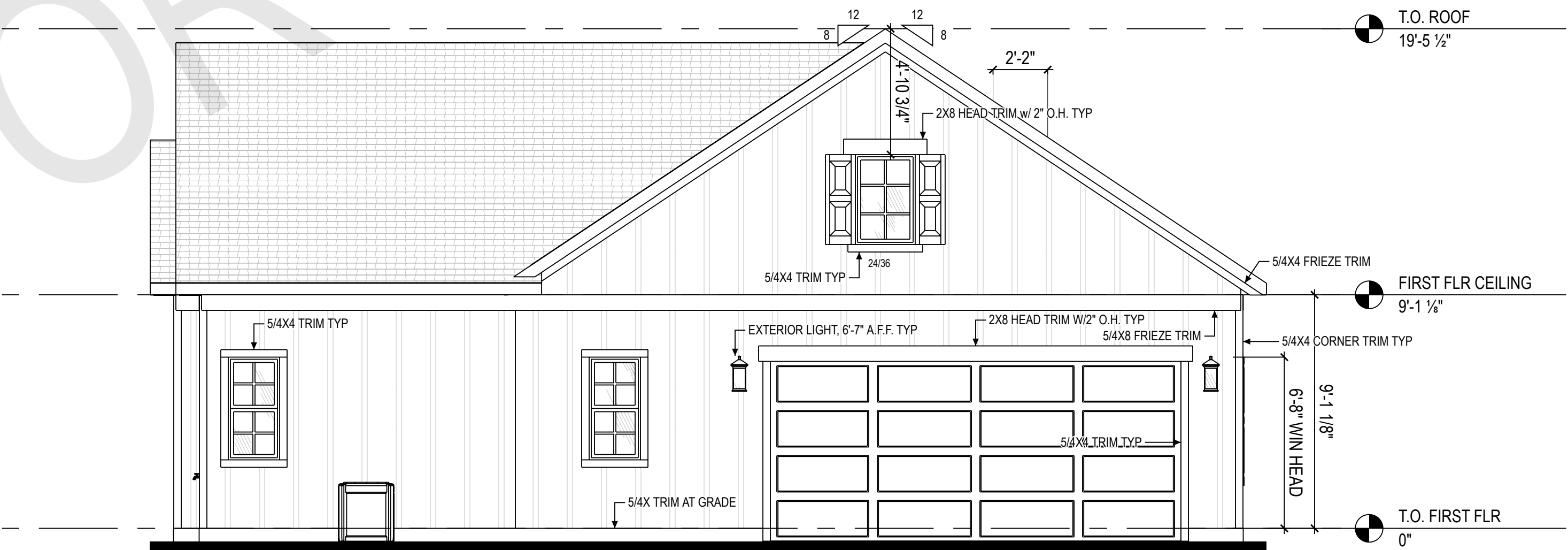


2 BACK ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"

Per City Architect's Comments: The applicant agrees to revise the dormer so that it is not continuous with roof. Will be redesigned to be consistent with dormer shown on Bedford Elevation A and as approved by City Architect.



1 FRONT ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"



2 BACK ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"

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ISSUE	DESCRIPTION	DATE
01	BUILDER SET	4/11/2023

PROJECT  
PLAN: Bedford  
ELEV: Ranch Elevation B  
LOT:

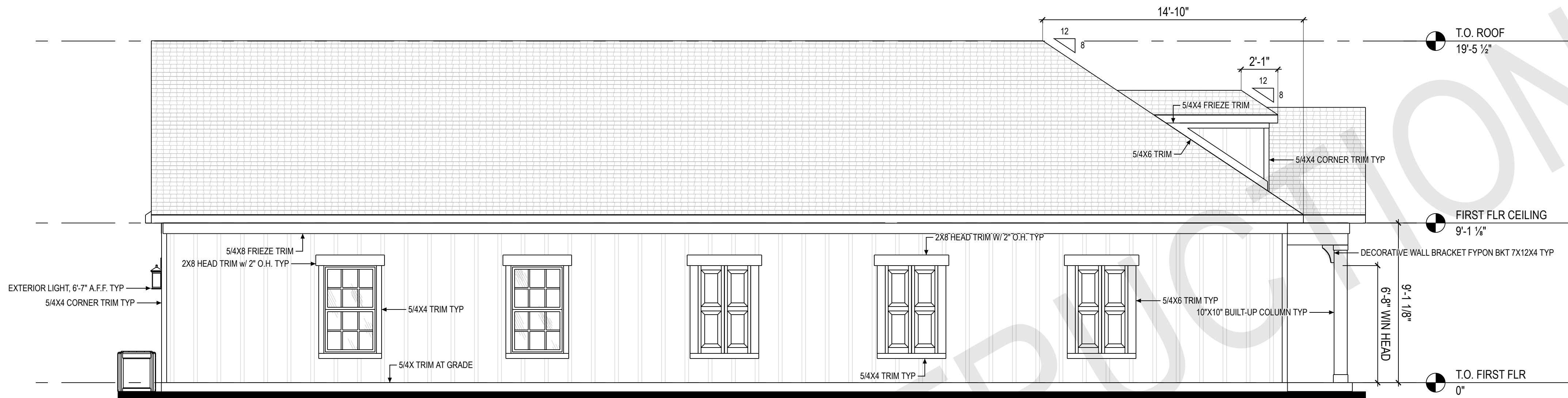
LOT ADDRESS:

DRAWING TITLE  
**FRONT / BACK  
ELEVATION**

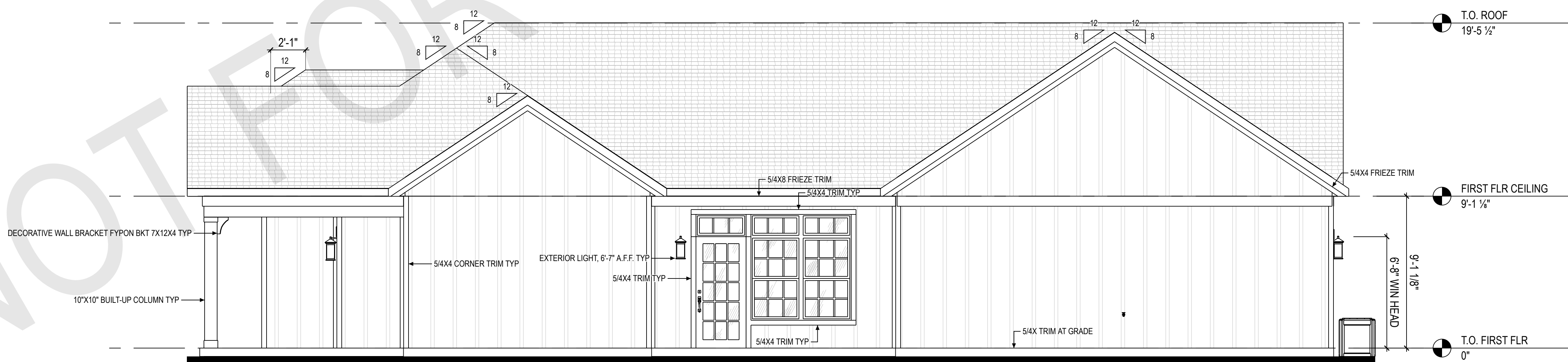
SHEET NUMBER  
**A-200**

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1 LEFT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"



2 RIGHT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"

ISSUE	DESCRIPTION	DATE
01	BUILDER SET	4/11/2023

PROJECT  
PLAN: Bedford  
ELEV: Ranch Elevation B - Enhanced Side  
LOT:

LOT ADDRESS:

DRAWING TITLE  
**LEFT / RIGHT  
ELEVATION**

SHEET NUMBER  
**A-201**

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ISSUE	DESCRIPTION	DATE
01	BUILDER SET	6/14/2023

PROJECT  
PLAN: Bedford  
ELEV: Elevation B  
LOT:

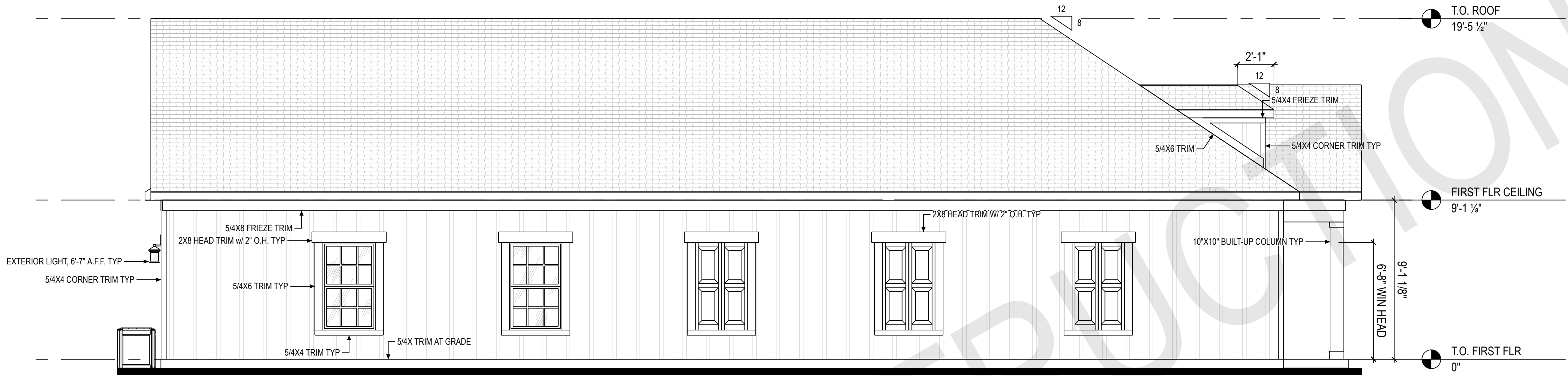
LOT ADDRESS:

DRAWING TITLE  
**LEFT / RIGHT ELEVATION**

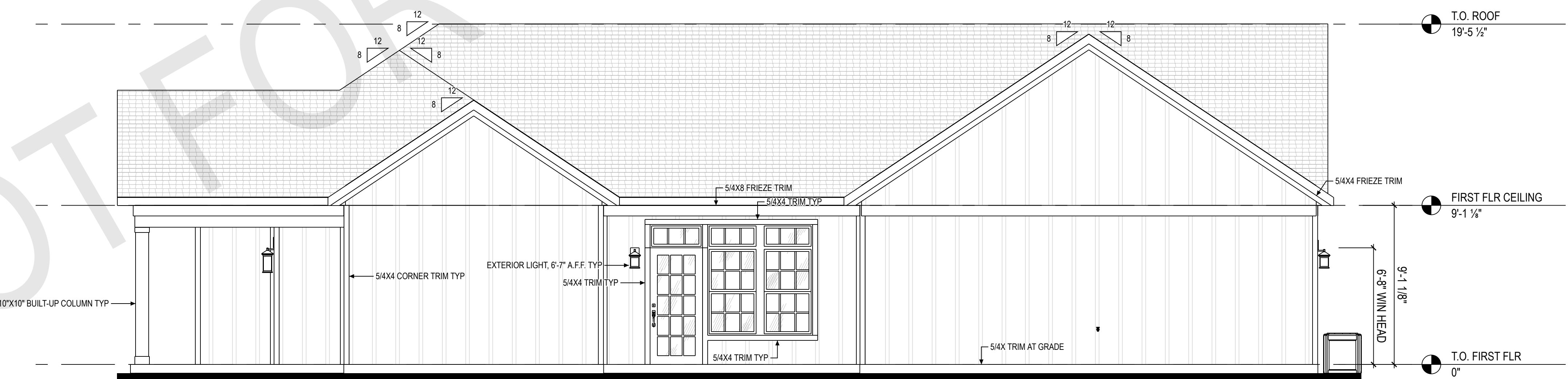
SHEET NUMBER  
**A-201**

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1 LEFT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"



2 RIGHT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"

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ISSUE	DESCRIPTION	DATE
01	BUILDER SET	4/11/2023

PROJECT  
PLAN: Bedford  
ELEV: Ranch Elevation C  
LOT:

LOT ADDRESS:

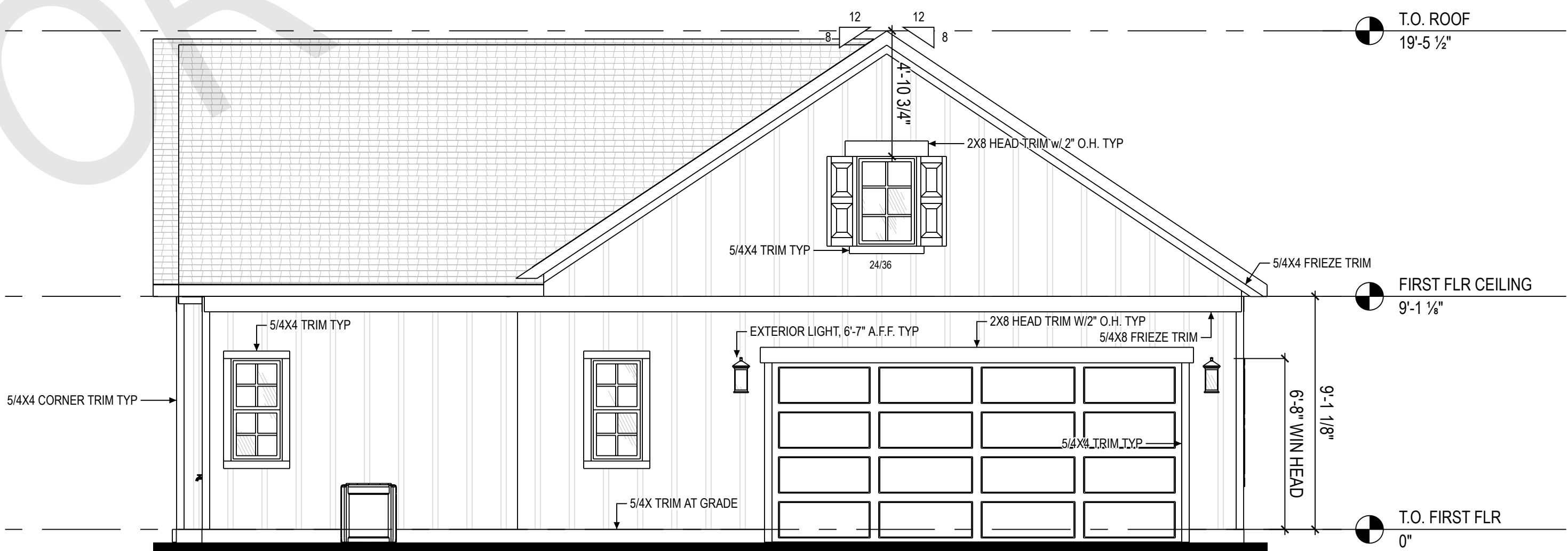
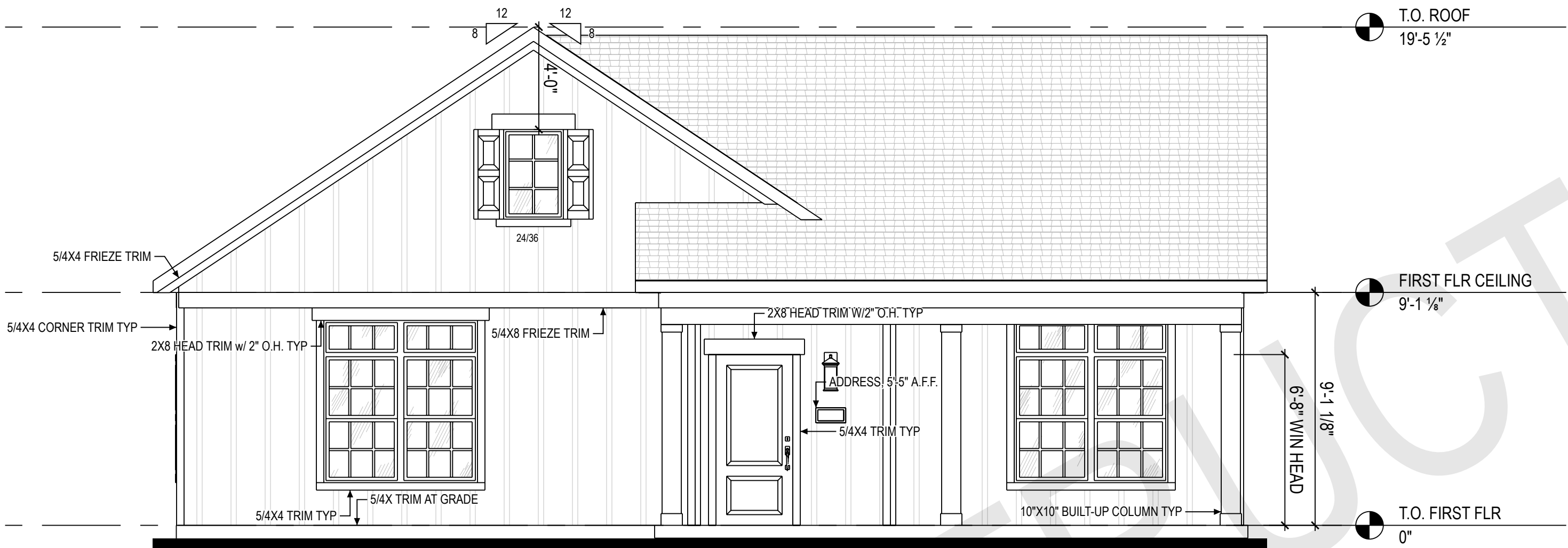
DRAWING TITLE  
**FRONT / BACK  
ELEVATION**

SHEET NUMBER

**A-200**

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ISSUE	DESCRIPTION	DATE
01	BUILDER SET	4/11/2023

PROJECT  
PLAN: Clay  
ELEV: Bonus Elevation A  
LOT:

LOT ADDRESS:

DRAWING TITLE  
**FRONT / BACK  
ELEVATION**

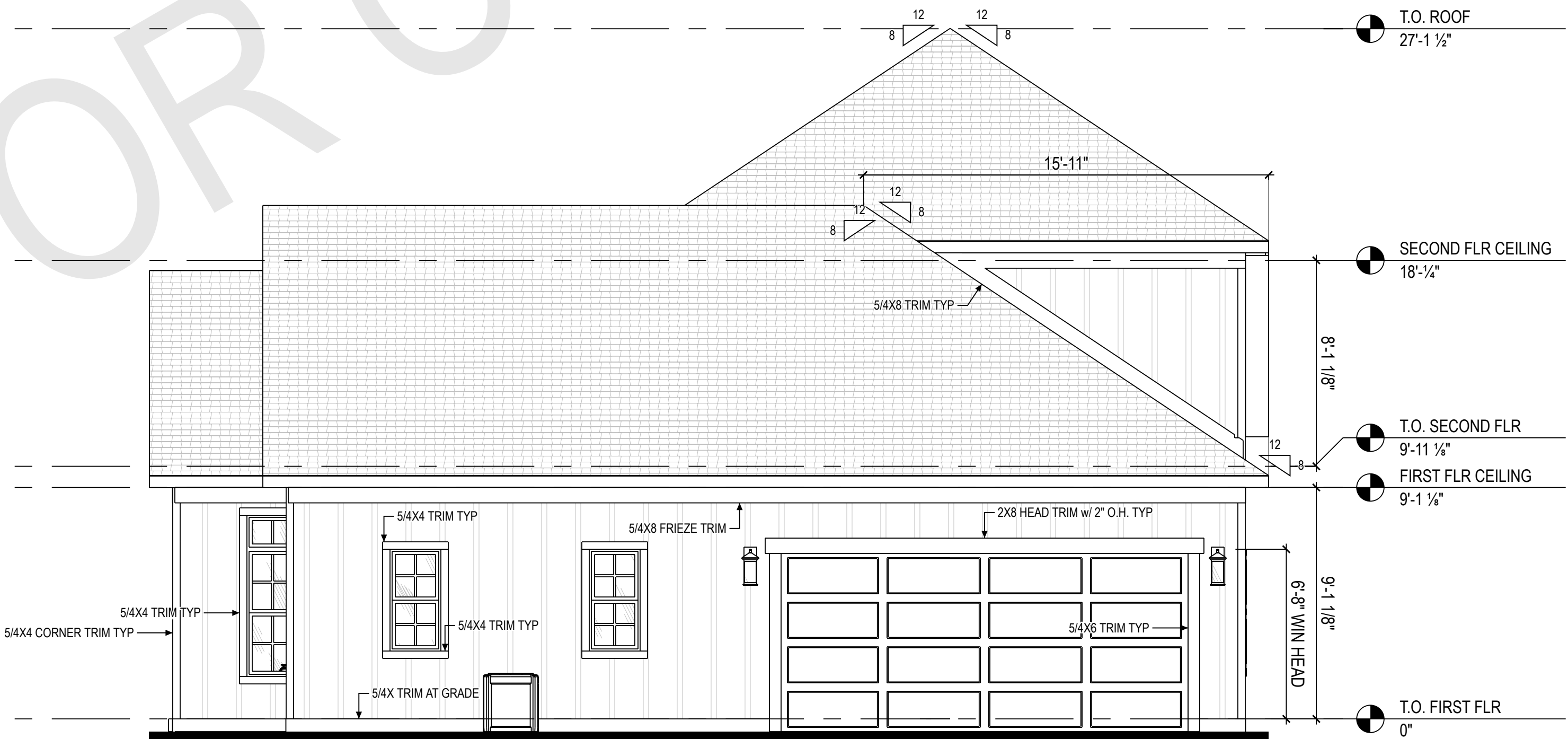
SHEET NUMBER  
**A-200**

NOT FOR CONSTRUCTION

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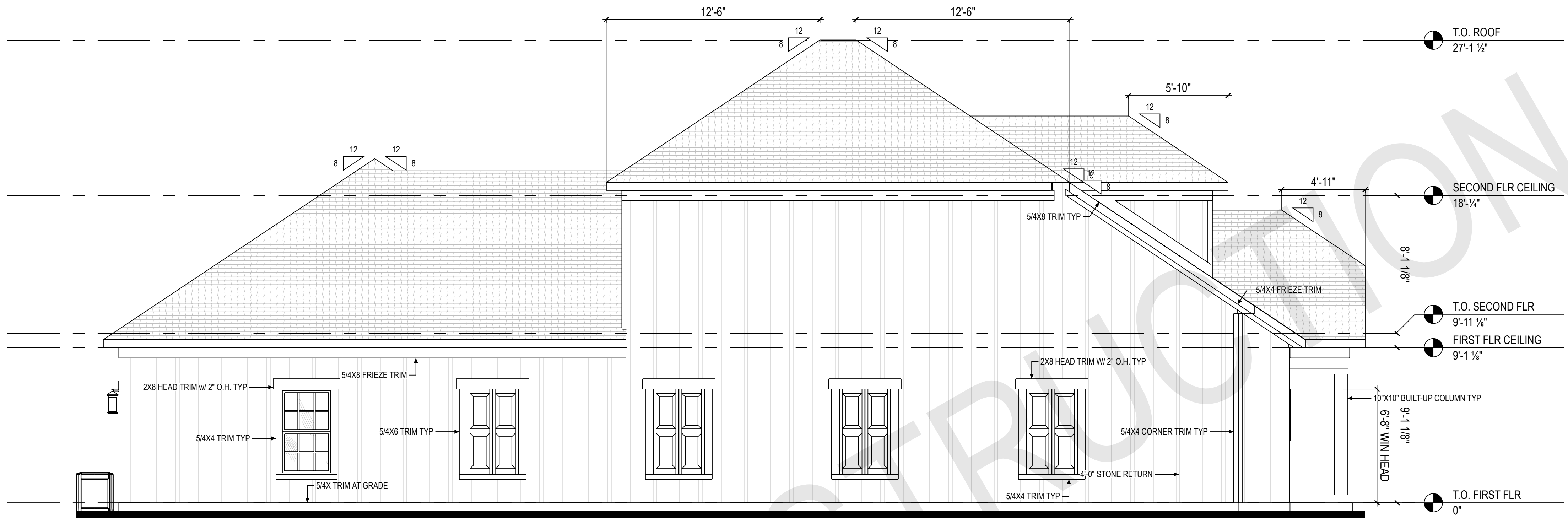
1 FRONT ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"



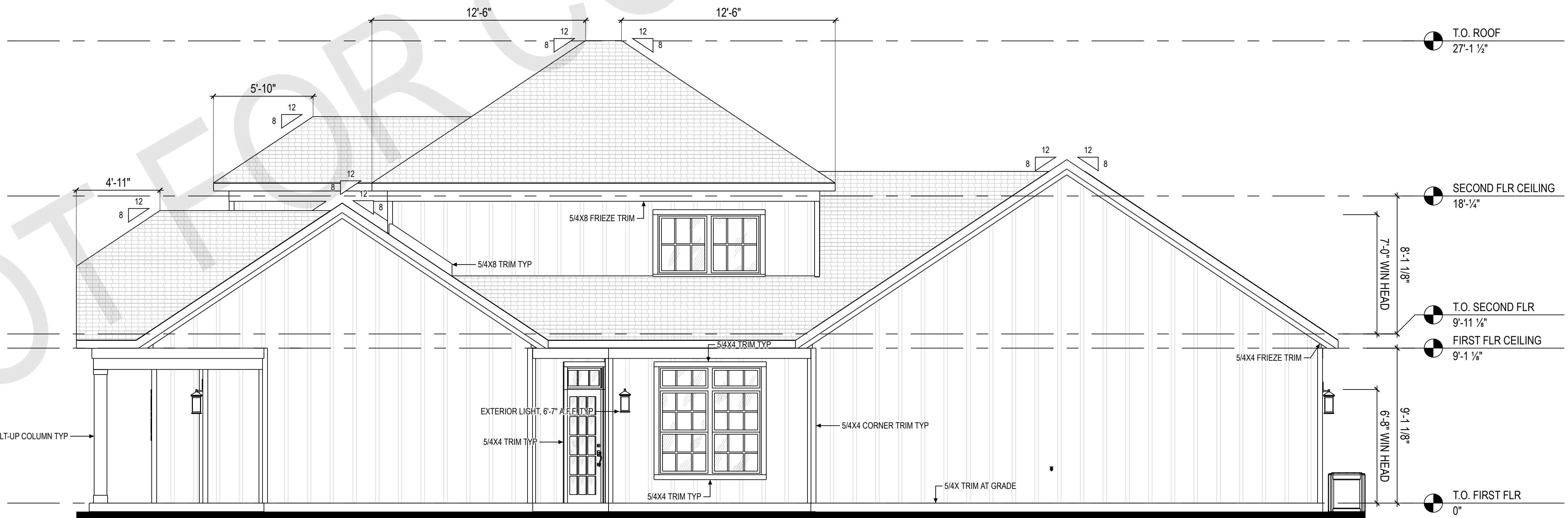
2 BACK ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"



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1 LEFT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"



2 RIGHT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"

ISSUE	DESCRIPTION	DATE
01	BUILDER SET	4/11/2023

PROJECT  
PLAN: Clay  
ELEV: Bonus Elevation A - Enhanced Side LOT:

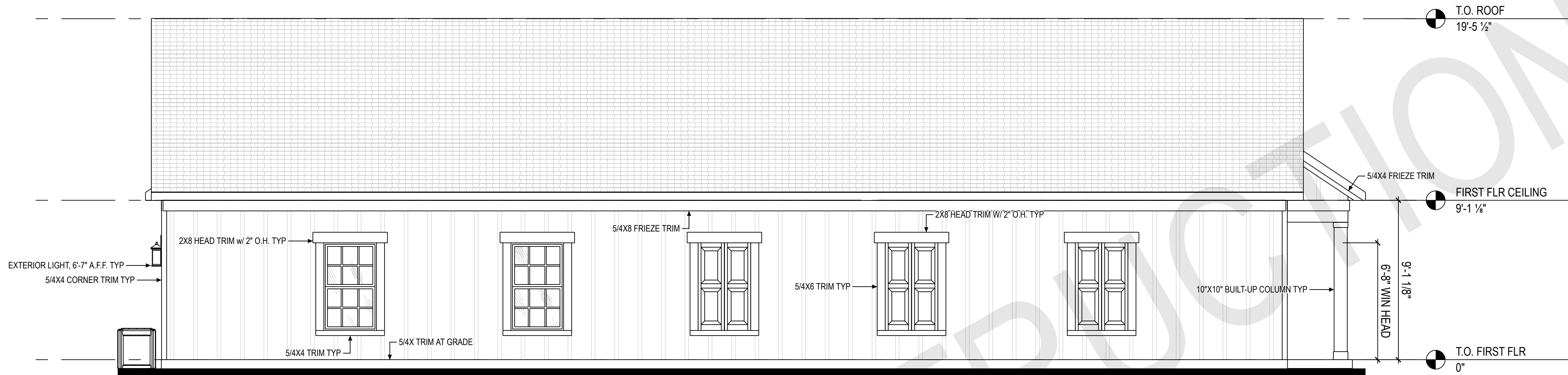
LOT ADDRESS:

DRAWING TITLE  
**LEFT / RIGHT ELEVATION**

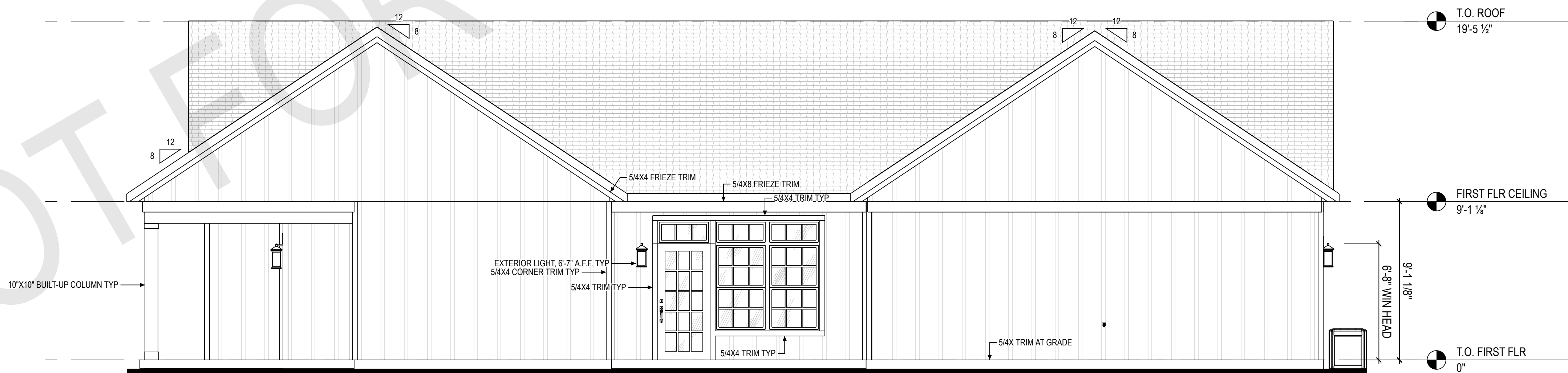
SHEET NUMBER  
**A-201**

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1 LEFT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"



2 RIGHT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"

ISSUE	DESCRIPTION	DATE
01	BUILDER SET	4/11/2023

PROJECT  
PLAN: Bedford  
ELEV: Ranch Elevation C - Enhanced Side  
LOT:

LOT ADDRESS:

DRAWING TITLE  
**LEFT / RIGHT  
ELEVATION**

SHEET NUMBER  
**A-201**

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ISSUE	DESCRIPTION	DATE
01	BUILDER SET	4/11/2023

PROJECT  
PLAN: Clay  
ELEV: Bonus Elevation B  
LOT:

LOT ADDRESS:

DRAWING TITLE  
**FRONT / BACK  
ELEVATION**

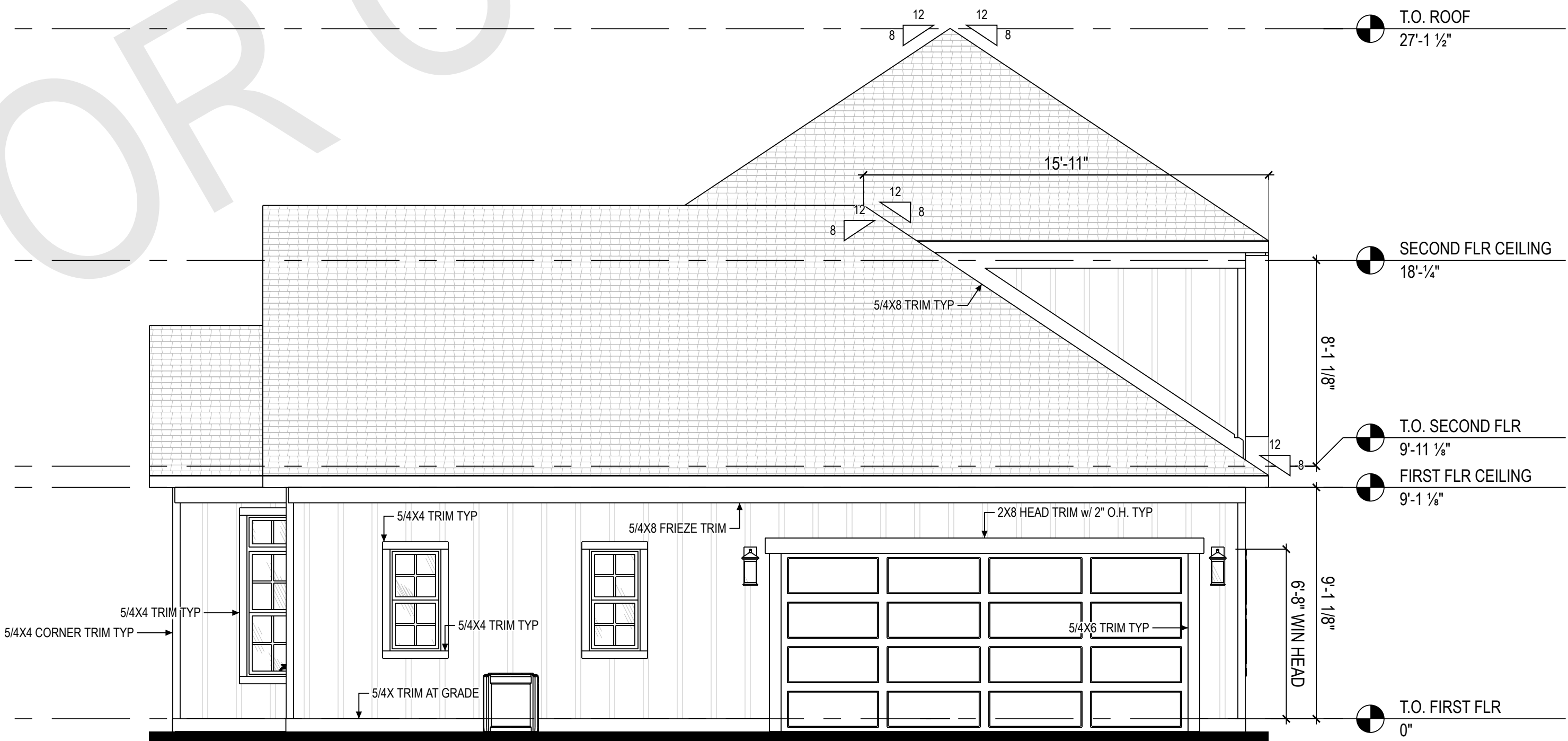
SHEET NUMBER  
**A-200**

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1 FRONT ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"



2 BACK ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"



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ISSUE	DESCRIPTION	DATE
01	BUILDER SET	4/11/2023

PROJECT  
PLAN: Clay  
ELEV: Ranch Elevation A  
LOT:

LOT ADDRESS:

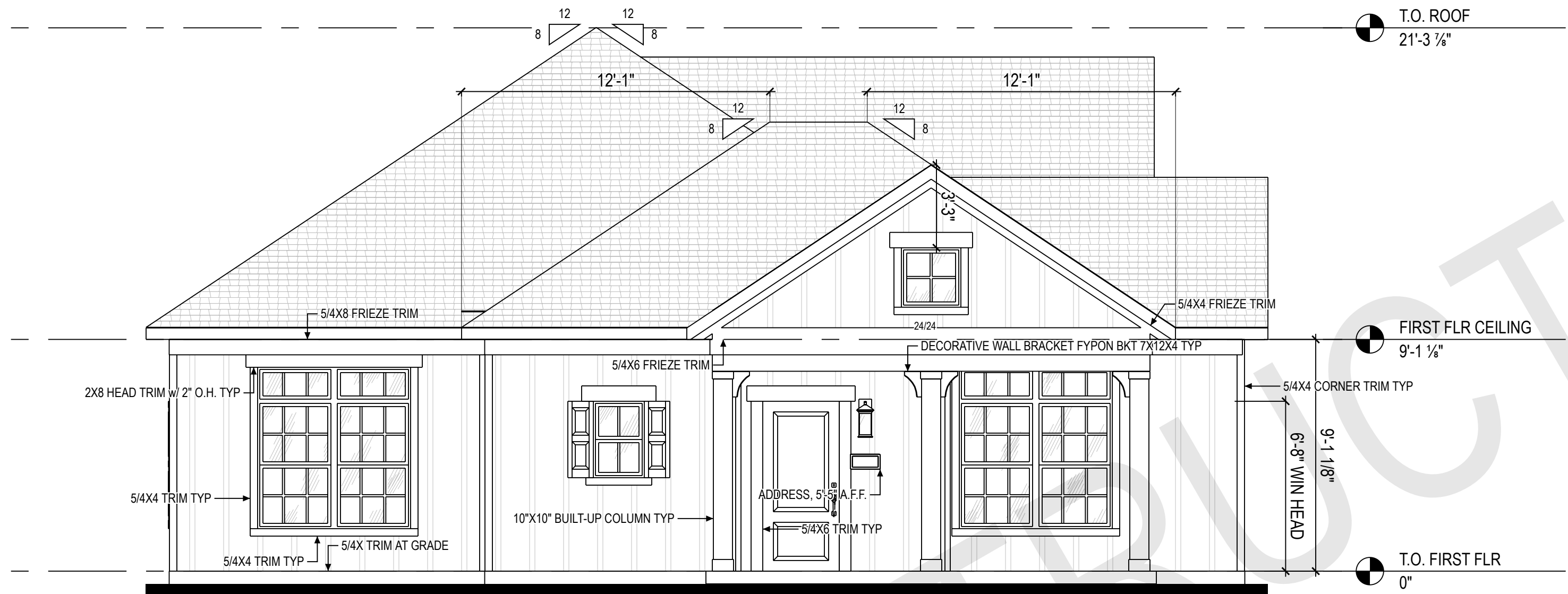
DRAWING TITLE  
**FRONT / BACK  
ELEVATION**

SHEET NUMBER

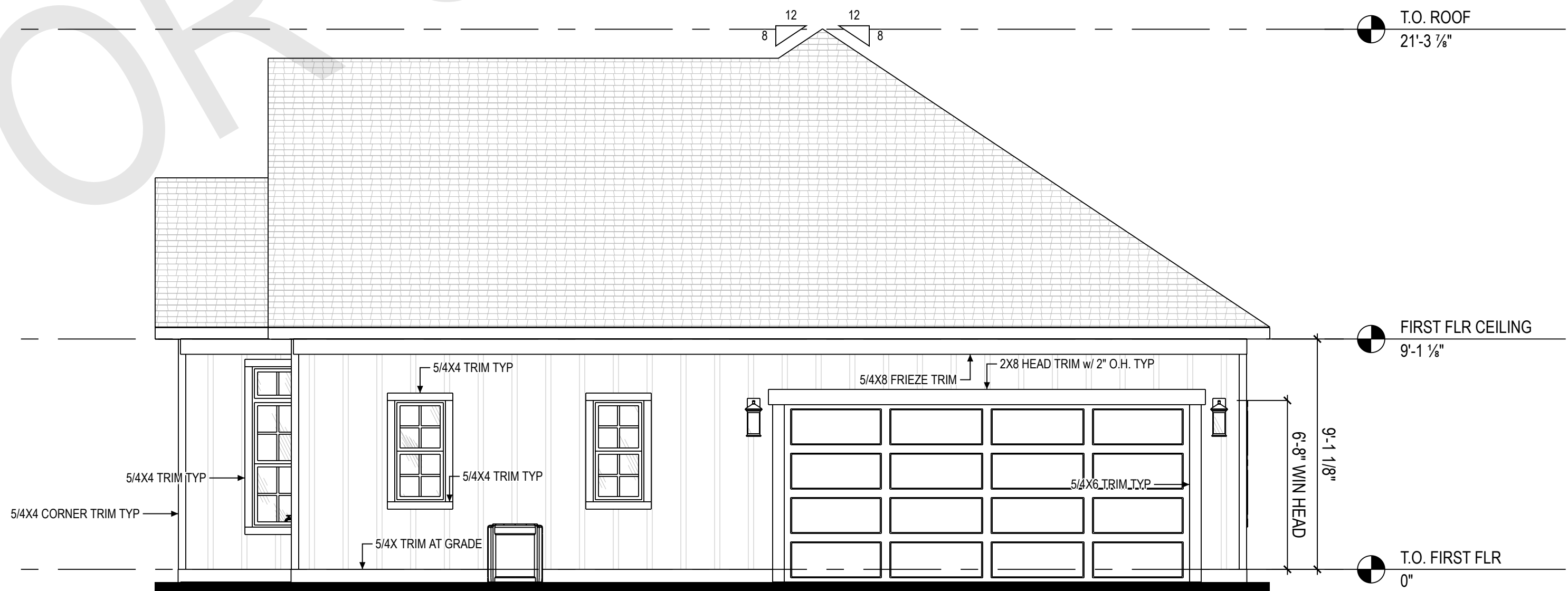
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NOT FOR CONSTRUCTION

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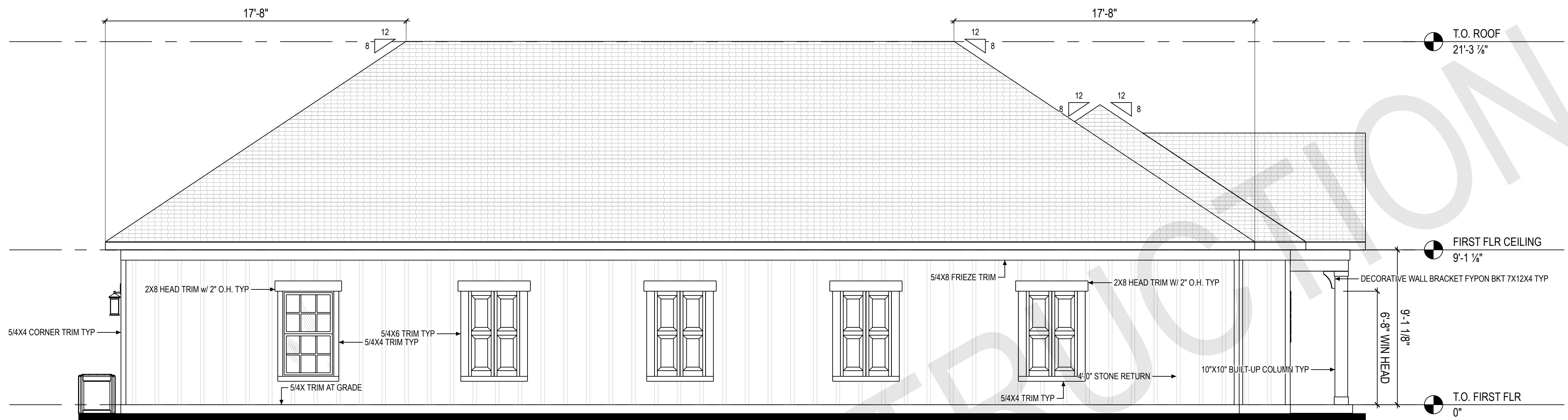


1 FRONT ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"

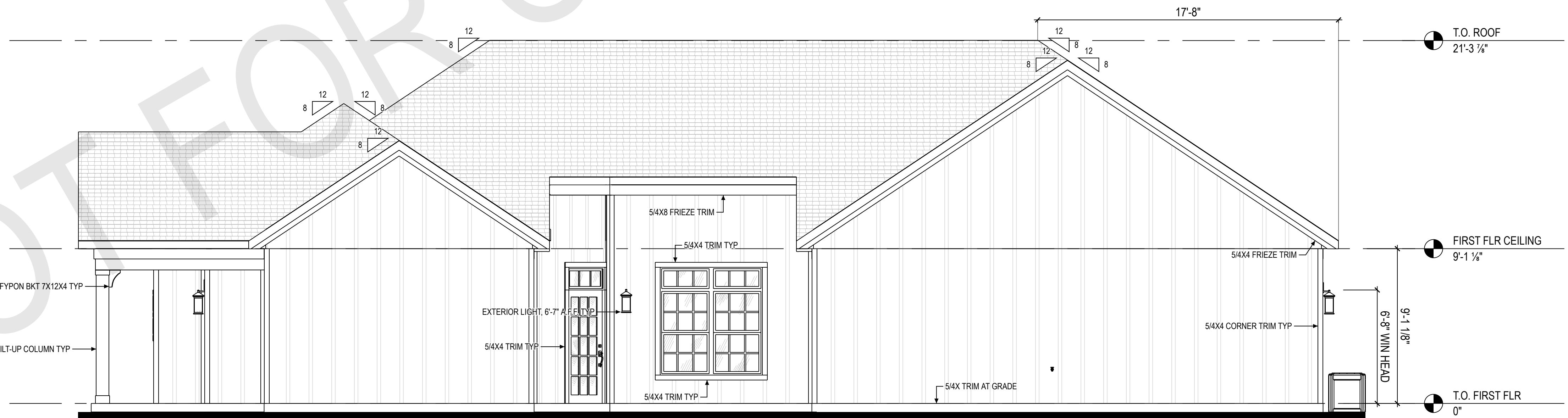


2 BACK ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"

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1 LEFT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"



2 RIGHT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"

ISSUE	DESCRIPTION	DATE
01	BUILDER SET	4/11/2023

PROJECT  
PLAN: Clay  
ELEV: Ranch Elevation A - Enhanced Side  
LOT:

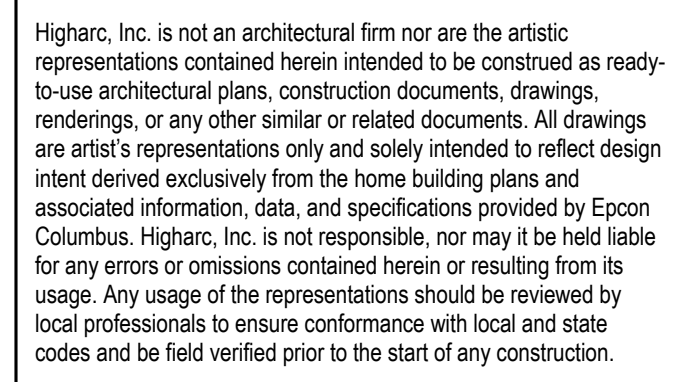
LOT ADDRESS:

DRAWING TITLE  
**LEFT / RIGHT  
ELEVATION**

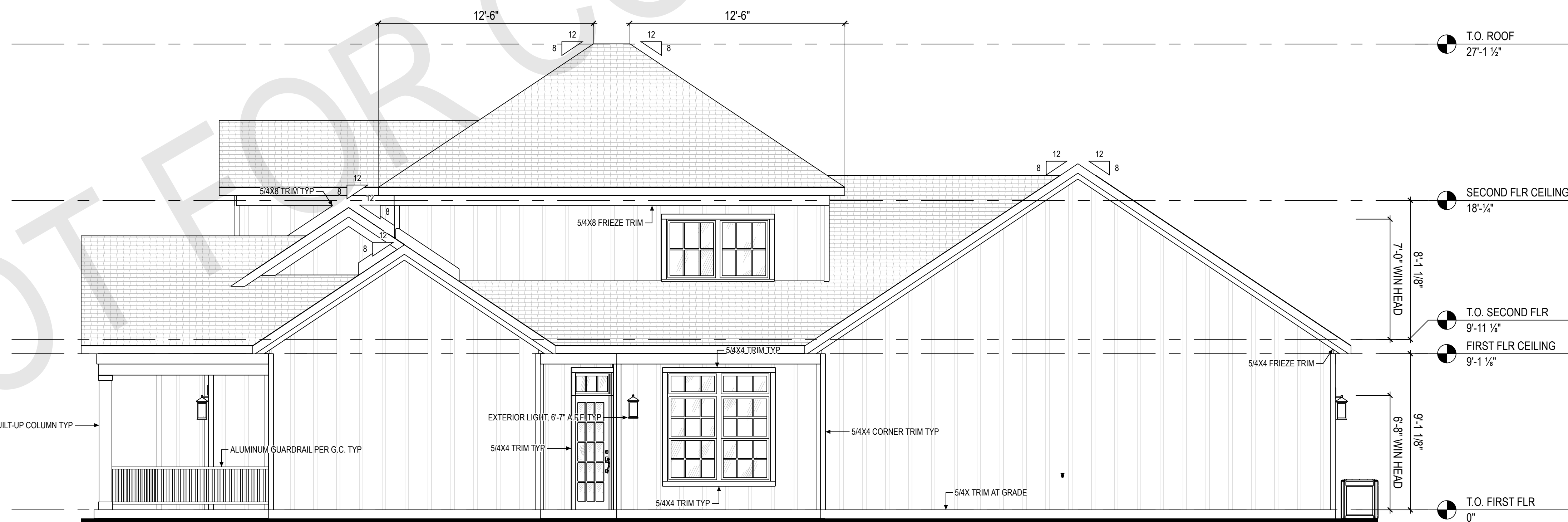
SHEET NUMBER  
**A-201**

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2	RIGHT ELEV
A-201	1/4" = 1'-0" @ 22" x 34"



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ISSUE	DESCRIPTION	DATE
01	BUILDER SET	4/11/2023

PROJECT  
PLAN: Clay  
ELEV: Ranch Elevation B  
LOT:

LOT ADDRESS:

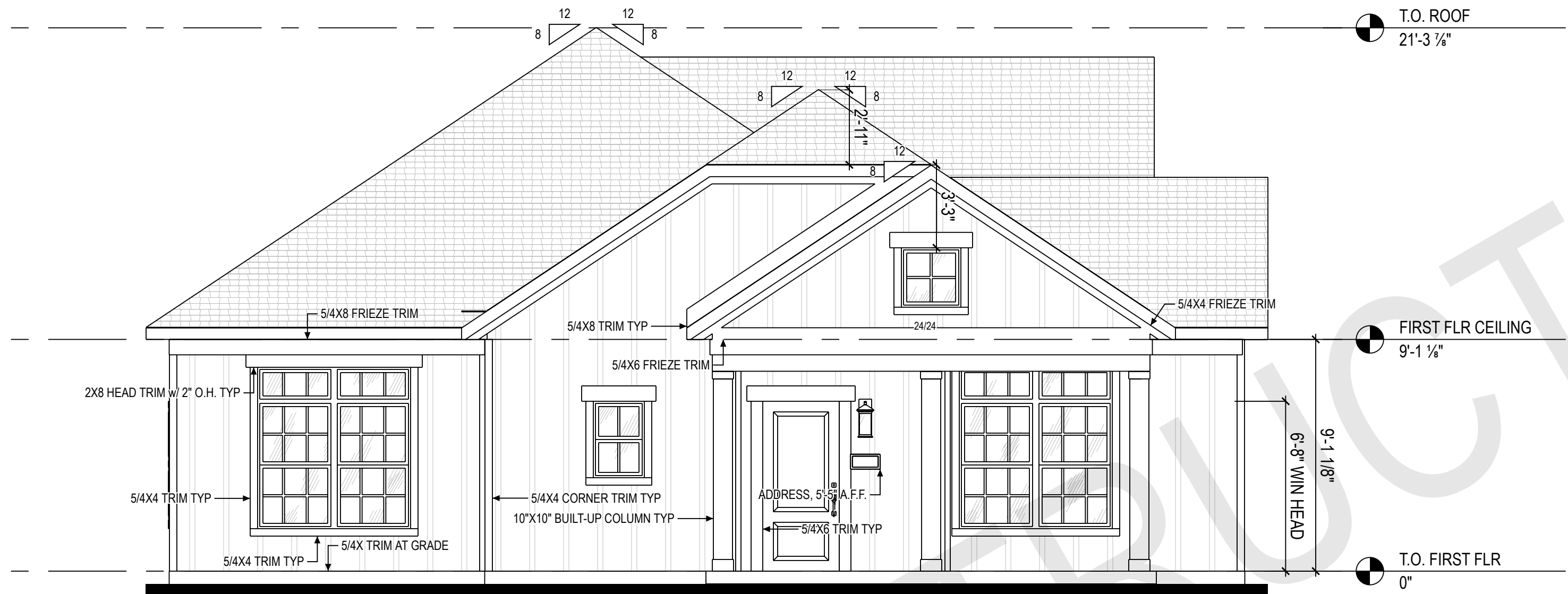
DRAWING TITLE  
**FRONT / BACK  
ELEVATION**

SHEET NUMBER

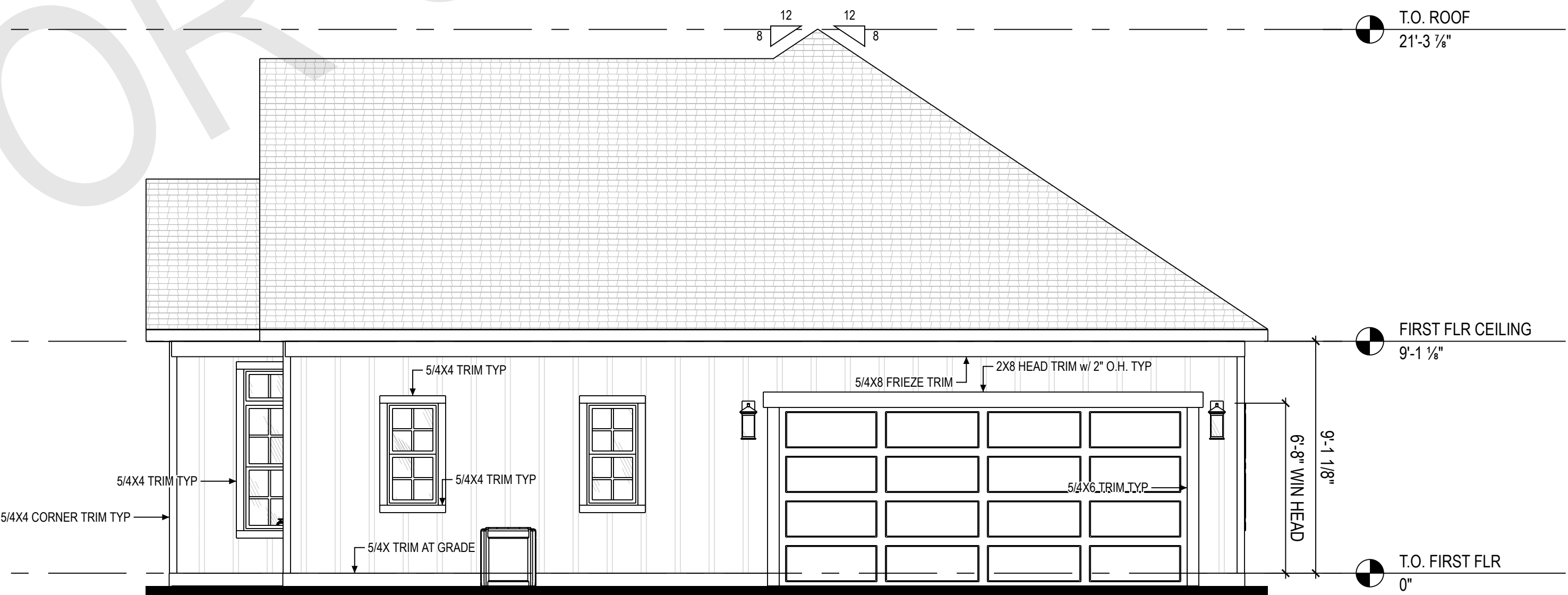
**A-200**

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1 FRONT ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"



2 BACK ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"

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ISSUE	DESCRIPTION	DATE
01	BUILDER SET	4/11/2023

PROJECT  
PLAN: Clay  
ELEV: Ranch Elevation C  
LOT:

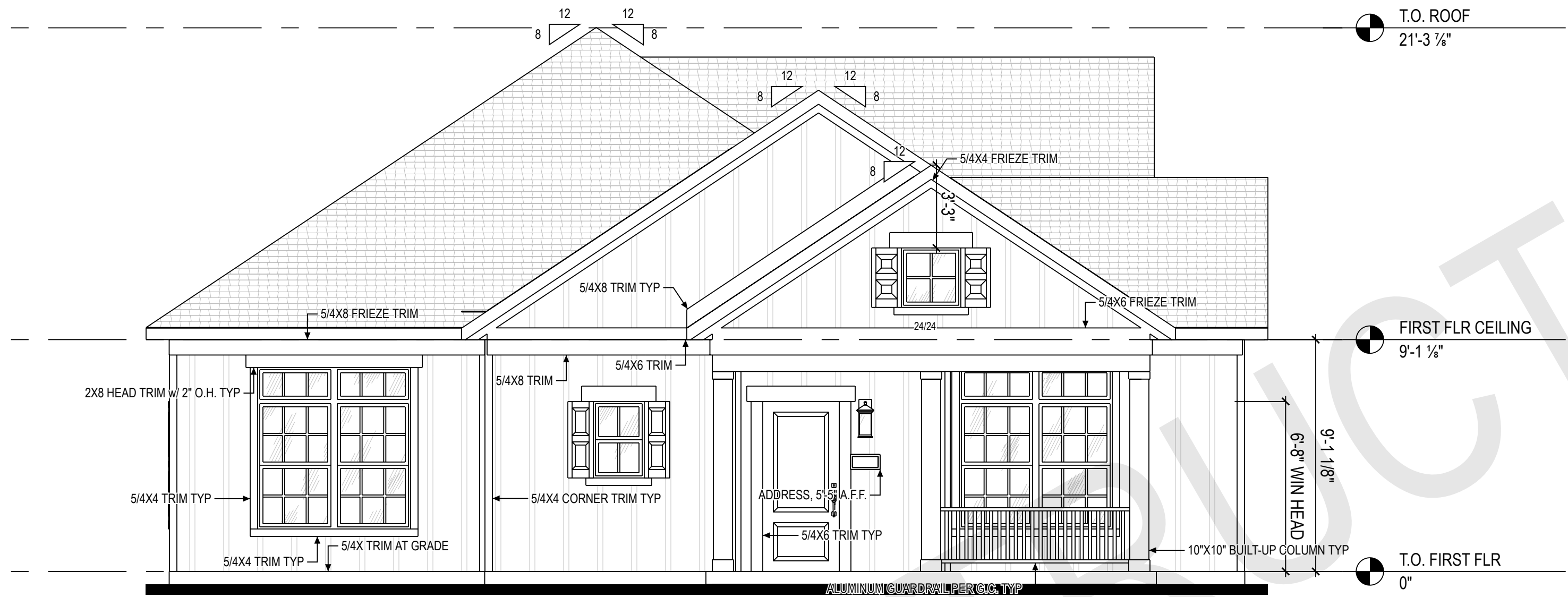
LOT ADDRESS:

DRAWING TITLE  
**FRONT / BACK  
ELEVATION**

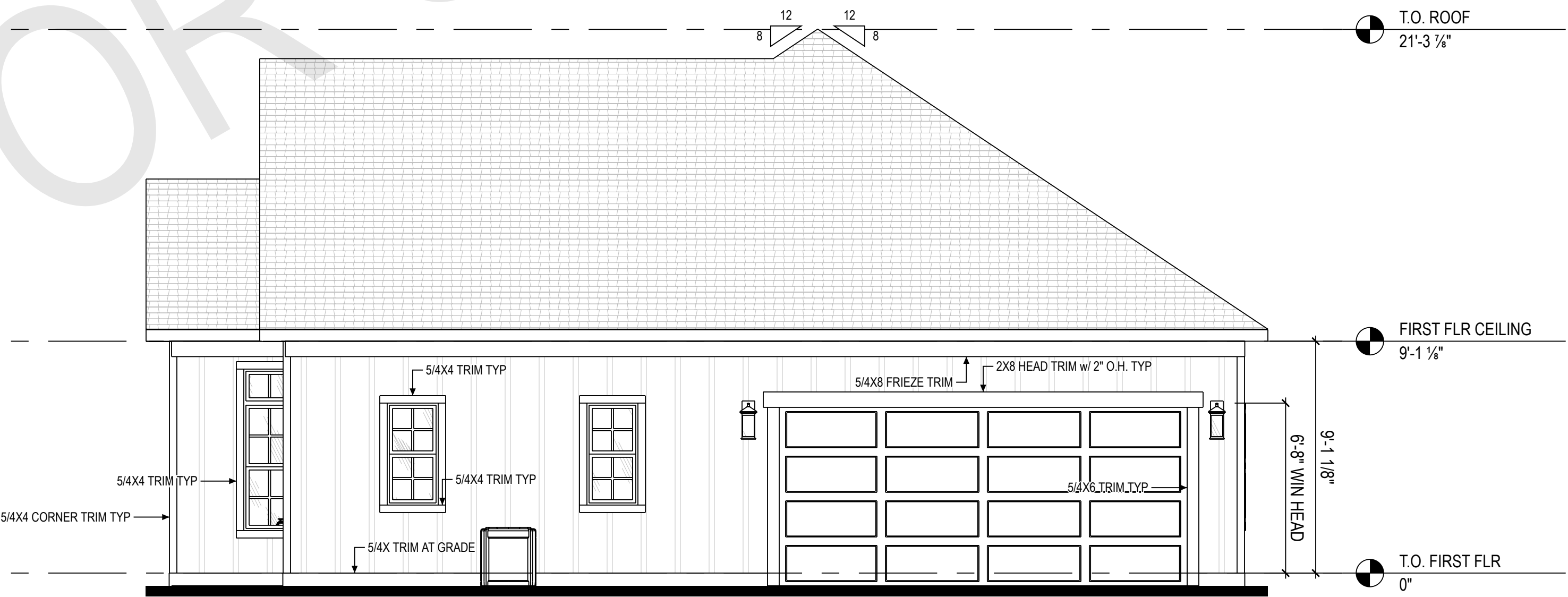
SHEET NUMBER  
**A-200**

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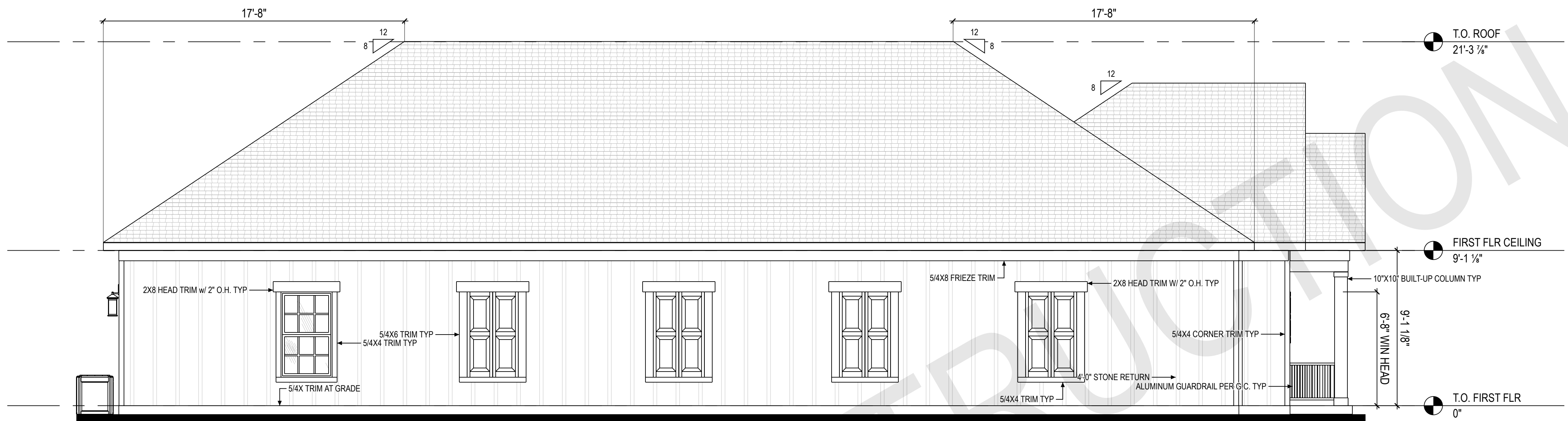


1 FRONT ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"



2 BACK ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"

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1 LEFT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"



2 RIGHT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"

ISSUE	DESCRIPTION	DATE
01	BUILDER SET	4/11/2023

PROJECT  
PLAN: Clay  
ELEV: Ranch Elevation B - Enhanced Side  
LOT:

LOT ADDRESS:

DRAWING TITLE  
**LEFT / RIGHT  
ELEVATION**

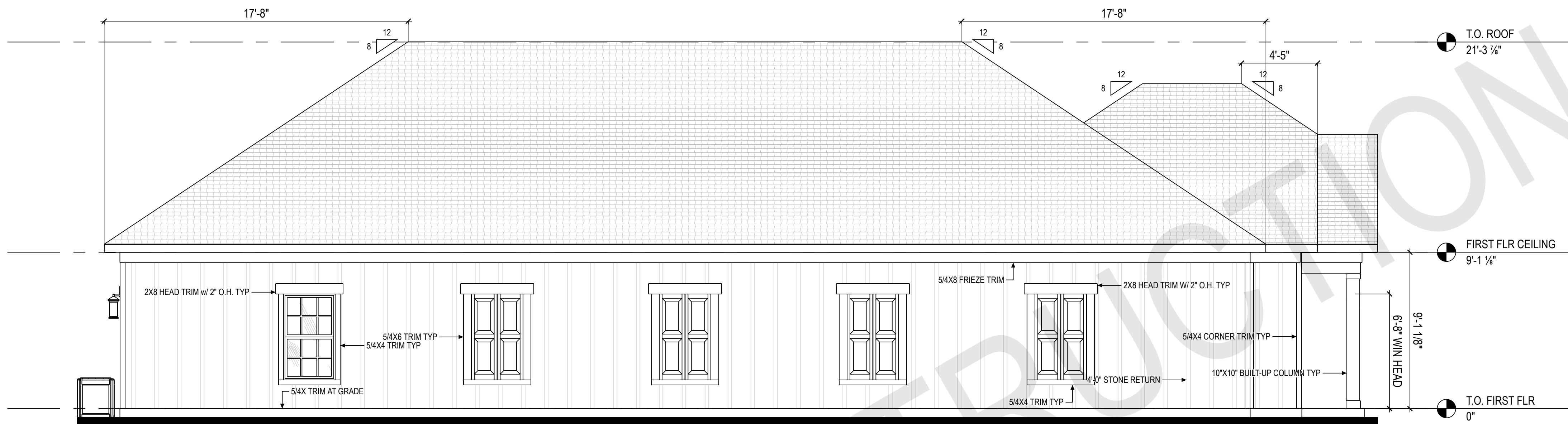
SHEET NUMBER  
**A-201**

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1 LEFT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"



2 RIGHT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"

ISSUE	DESCRIPTION	DATE
01	BUILDER SET	4/11/2023

PROJECT  
PLAN: Clay  
ELEV: Ranch Elevation B - Enhanced Side  
LOT:

LOT ADDRESS:

DRAWING TITLE  
**LEFT / RIGHT  
ELEVATION**

SHEET NUMBER  
**A-201**

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ISSUE	DESCRIPTION	DATE
01	BUILDER SET	4/11/2023

PROJECT  
PLAN: Haven  
ELEV: Bonus Elevation A  
LOT:

LOT ADDRESS:

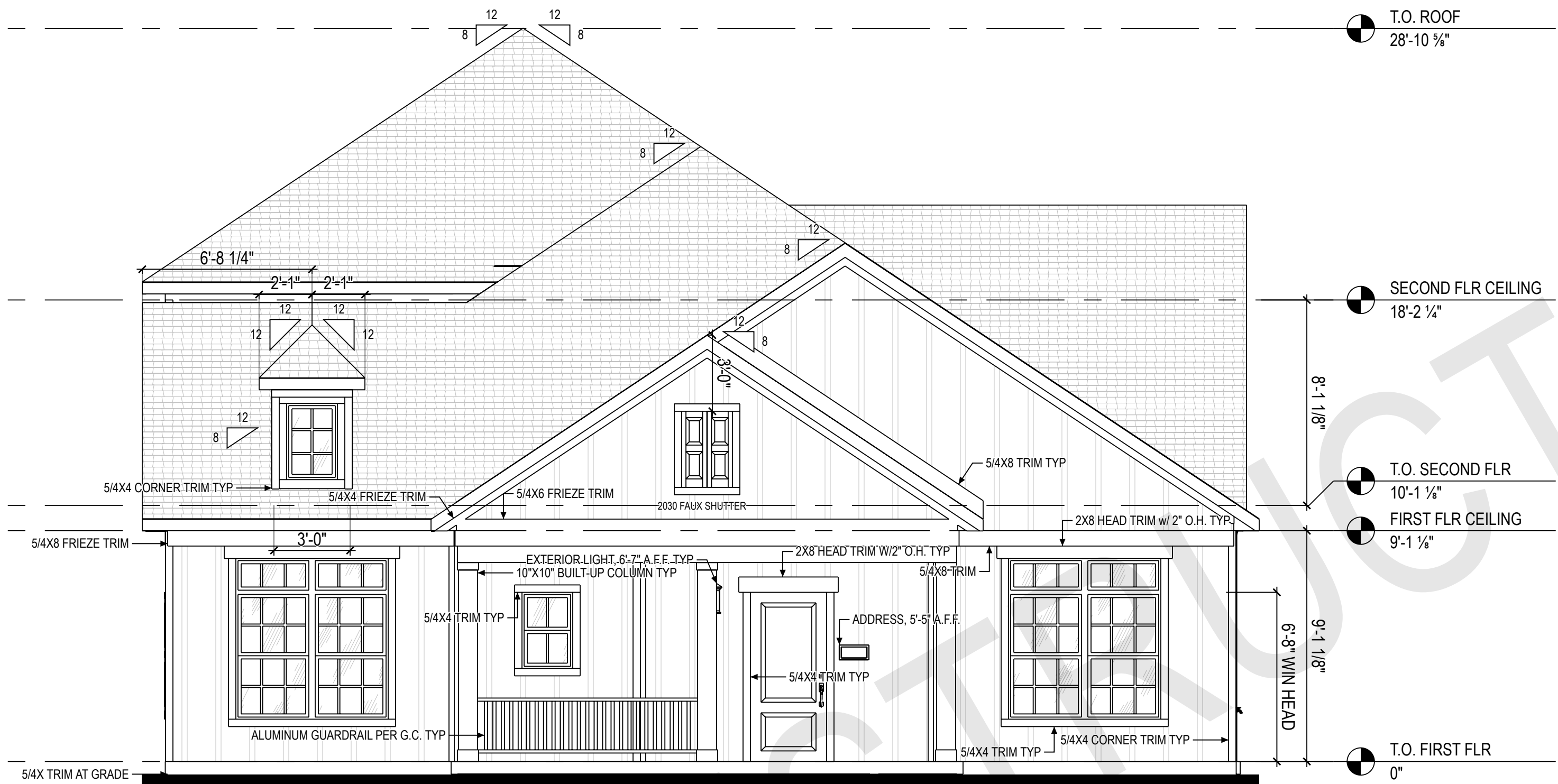
DRAWING TITLE  
**FRONT / BACK  
ELEVATION**

SHEET NUMBER

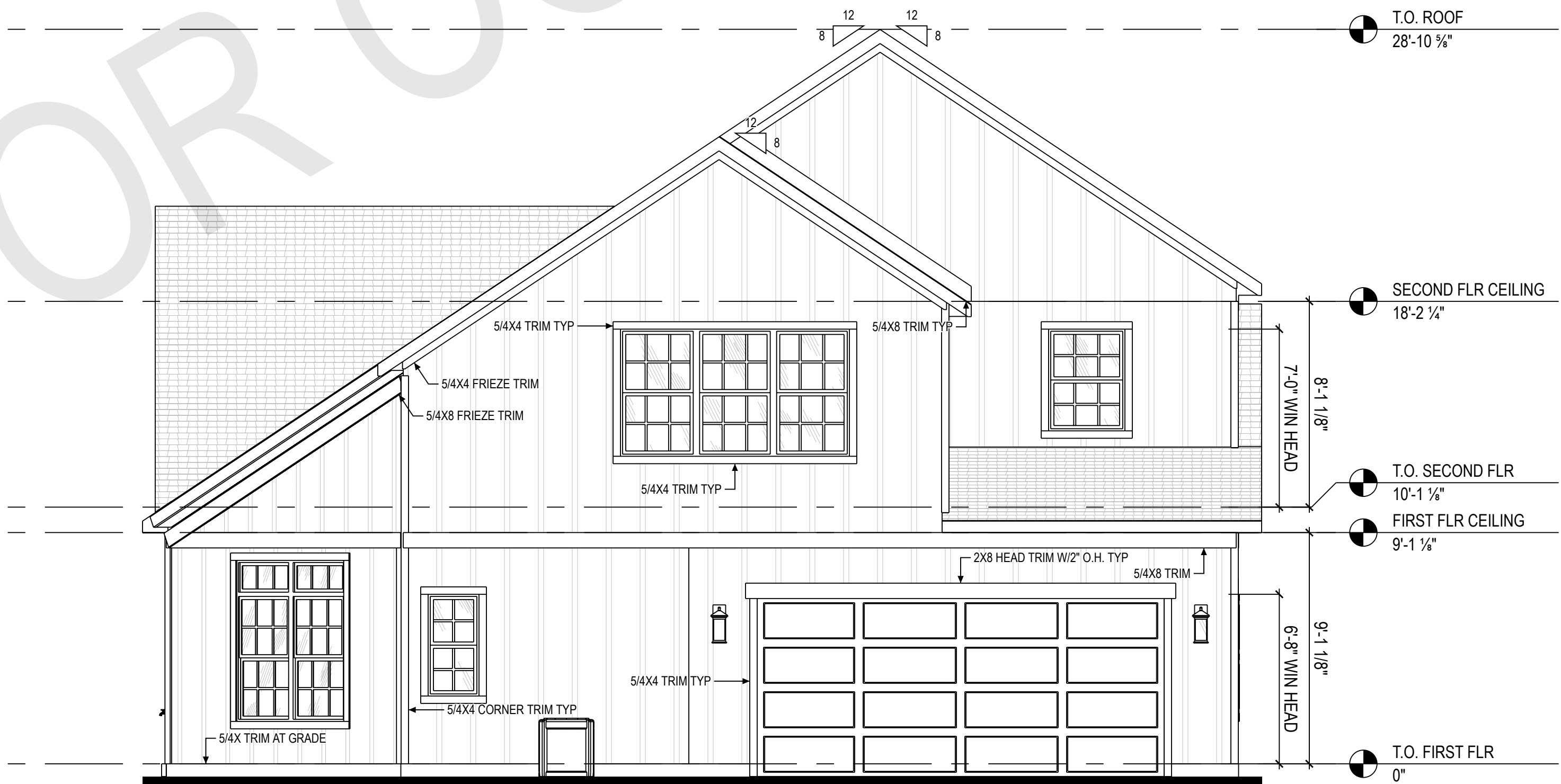
**A-200**

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1 FRONT ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"



2 BACK ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"







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ISSUE	DESCRIPTION	DATE
01	BUILDER SET	4/11/2023

PROJECT  
PLAN: Haven  
ELEV: Bonus Elevation B - Enhanced Side  
LOT:

LOT ADDRESS:

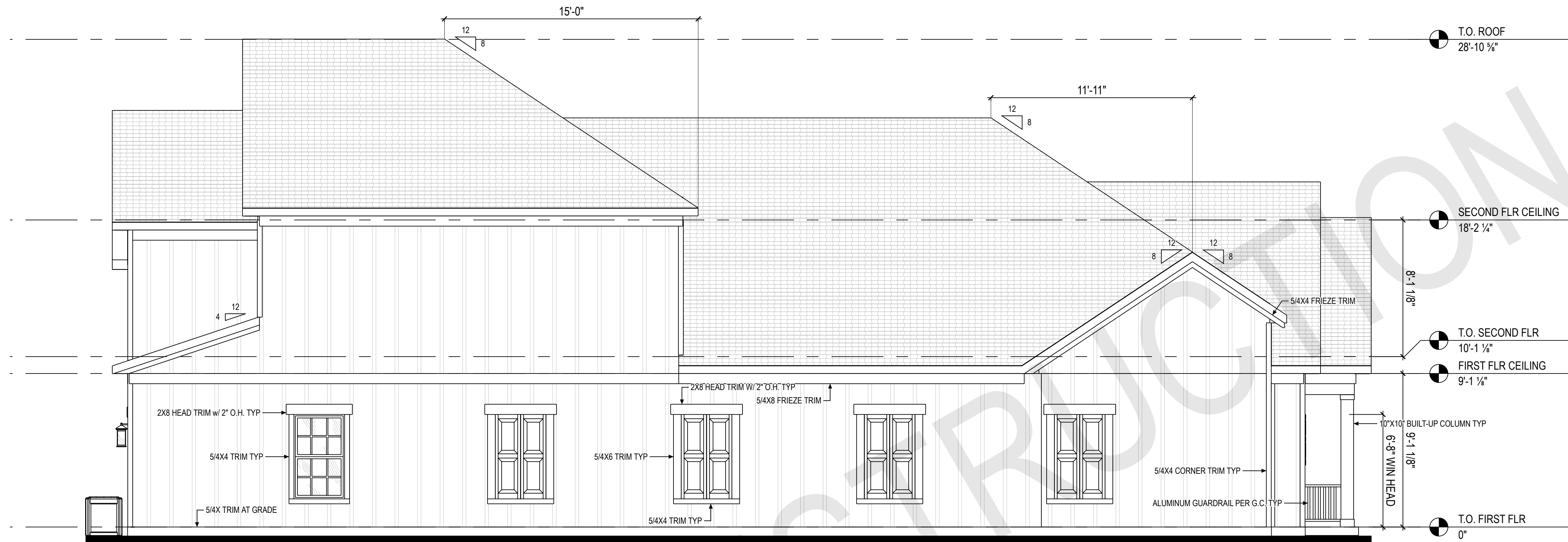
DRAWING TITLE  
**LEFT / RIGHT  
ELEVATION**

SHEET NUMBER

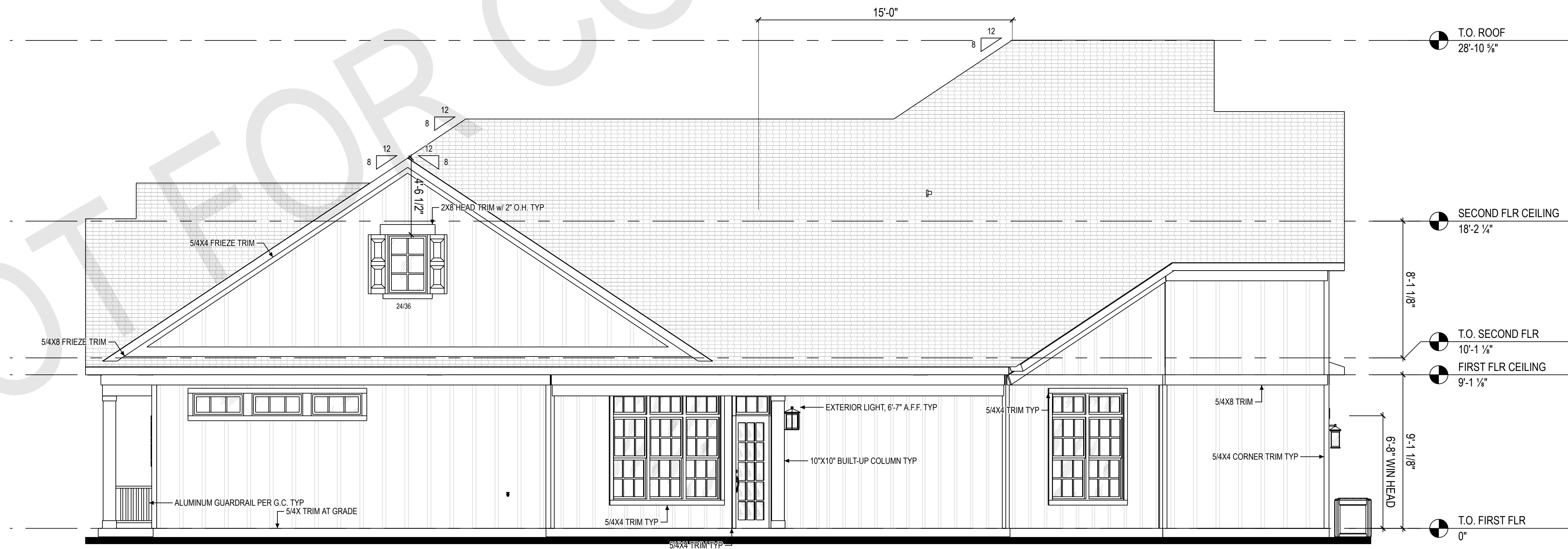
**A-201**

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1 LEFT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"



2 RIGHT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"

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ISSUE	DESCRIPTION	DATE
01	BUILDER SET	4/11/2023

PROJECT  
PLAN: Haven  
ELEV: Bonus Elevation A - Enhanced Side  
LOT:

LOT ADDRESS:

DRAWING TITLE

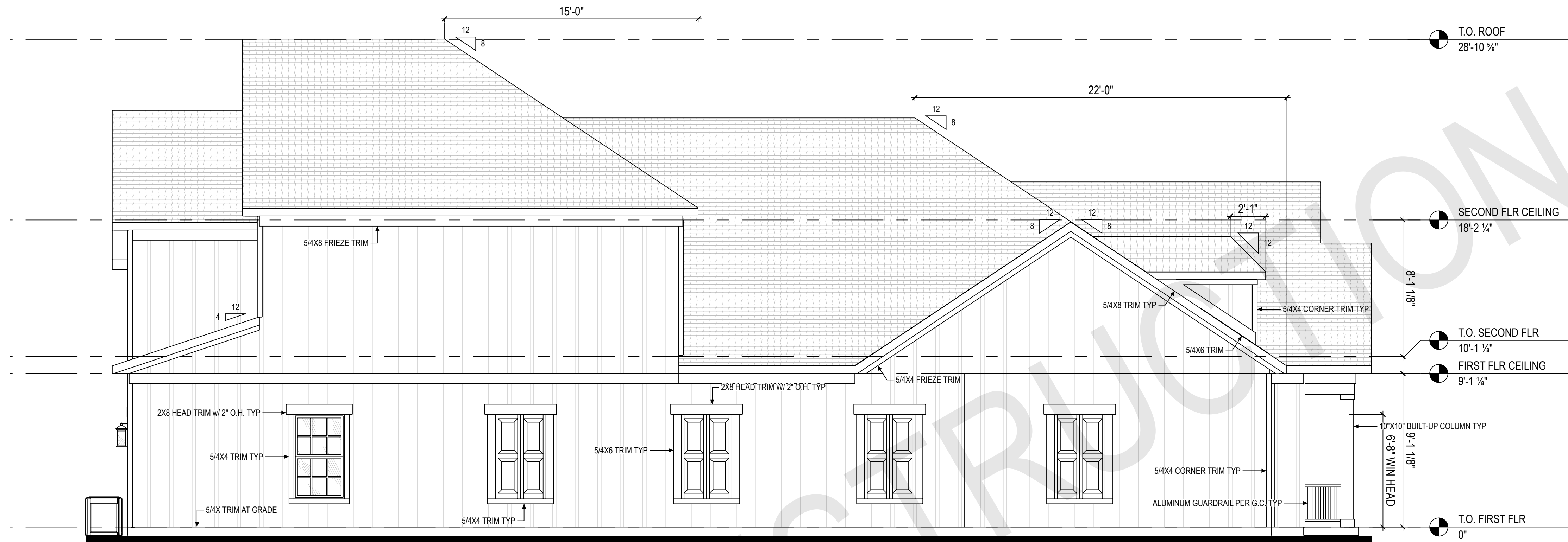
**LEFT / RIGHT  
ELEVATION**

SHEET NUMBER

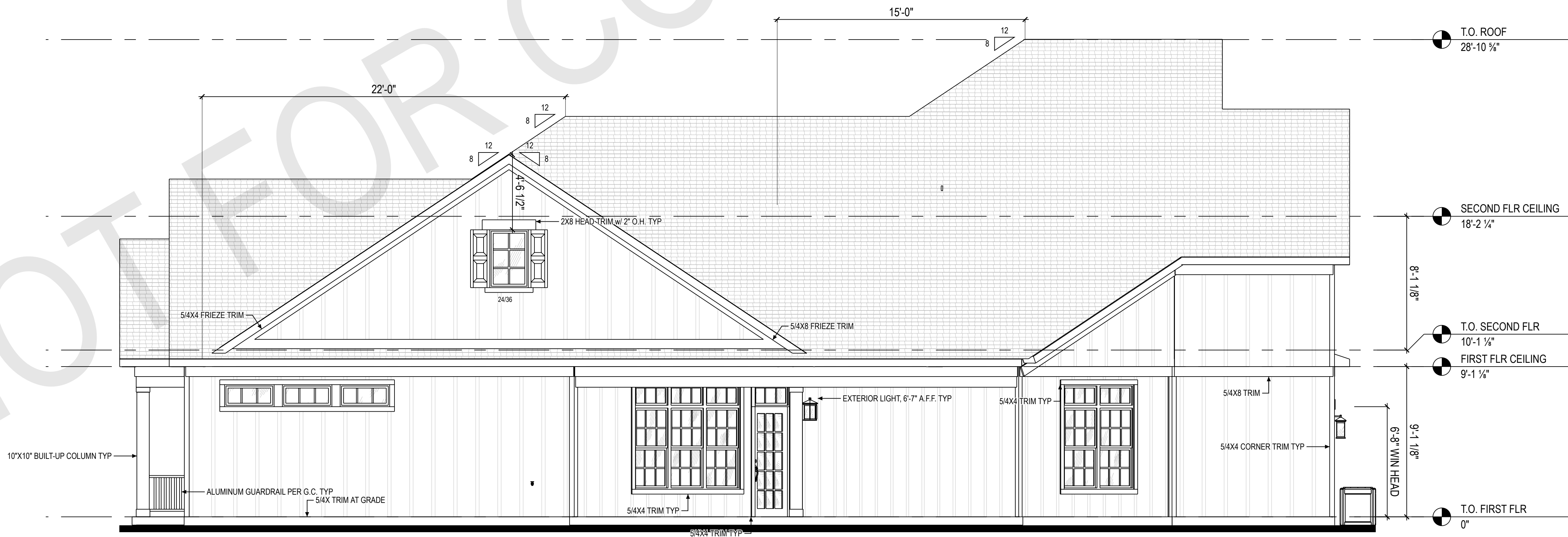
**A-201**

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1 LEFT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"



2 RIGHT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"





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PROJECT

PLAN: Haven

ELEV: Ranch Elevation A

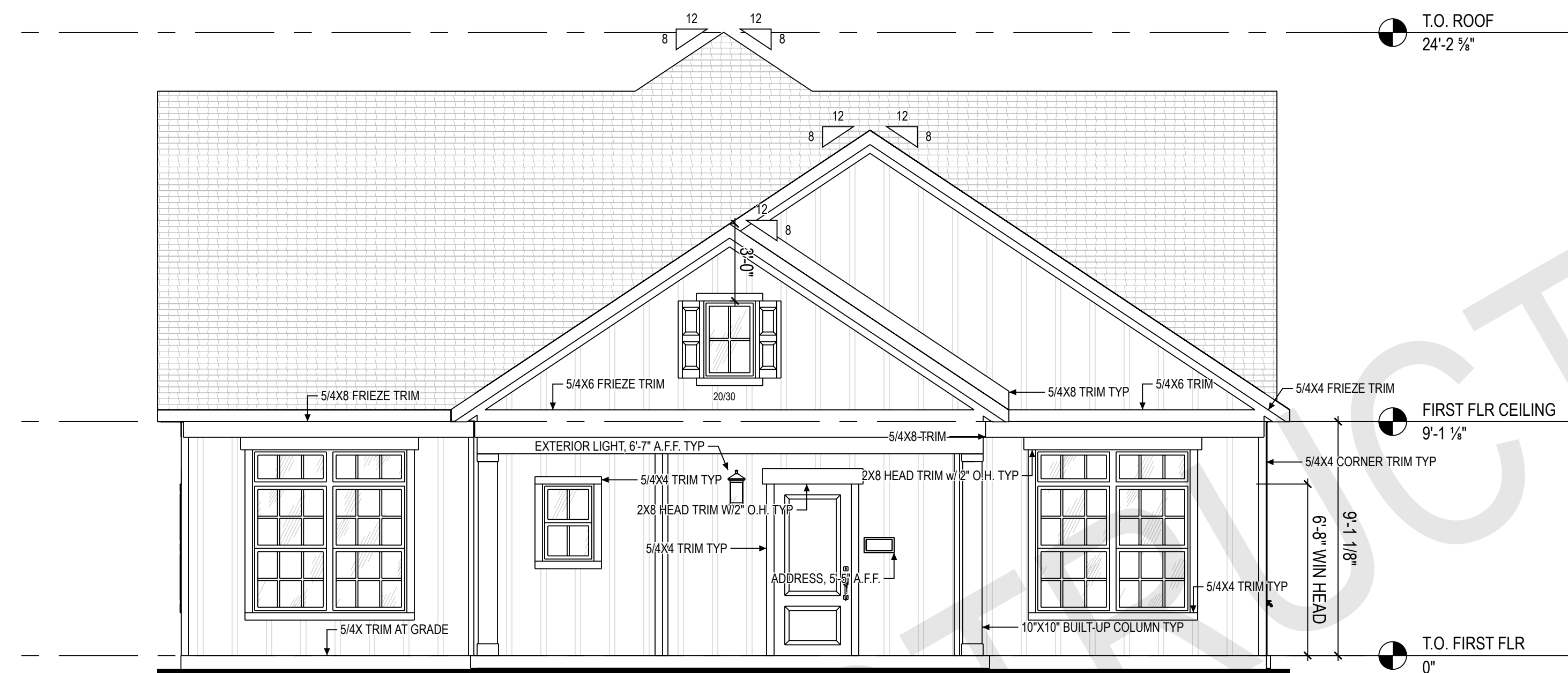
LOT:

DRAWING TITLE

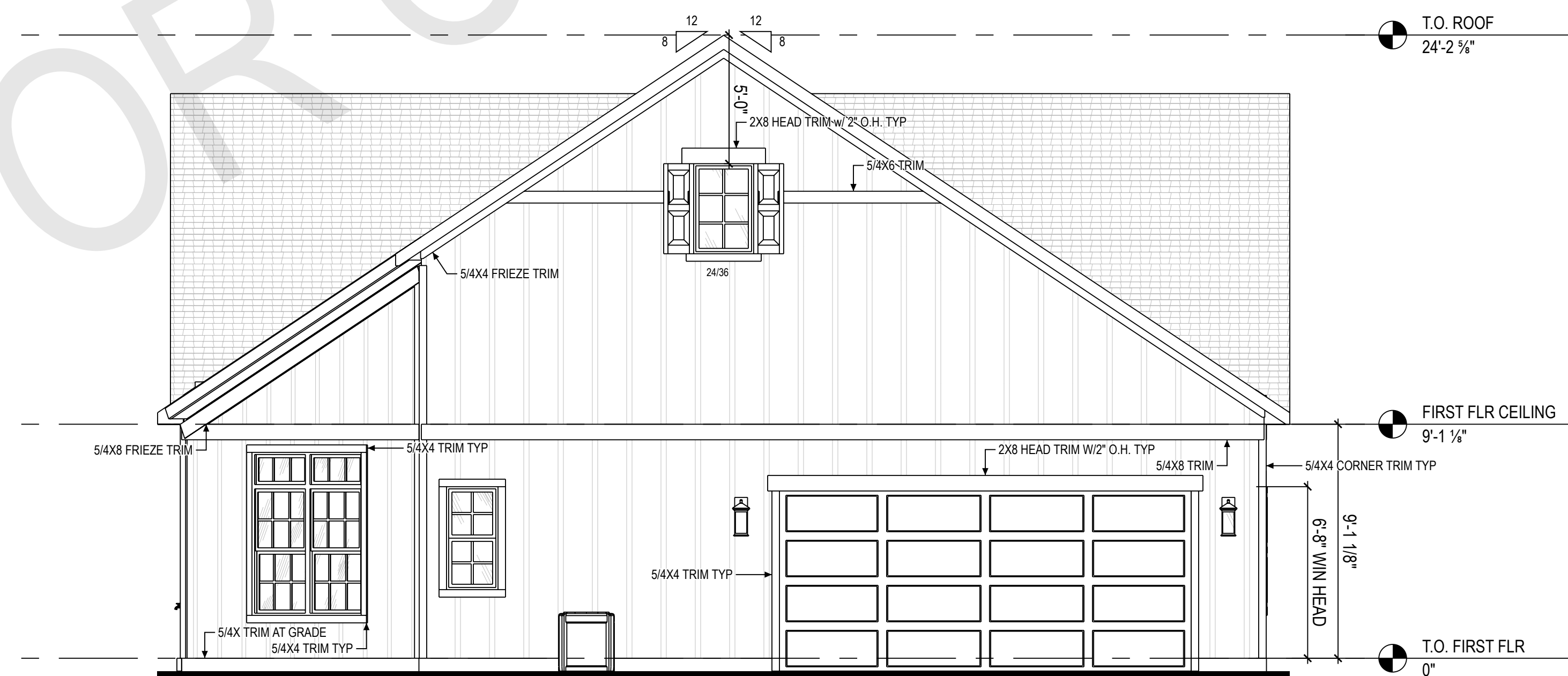
**FRONT / BACK  
ELEVATION**

NOT FOR CONSTRUCTION

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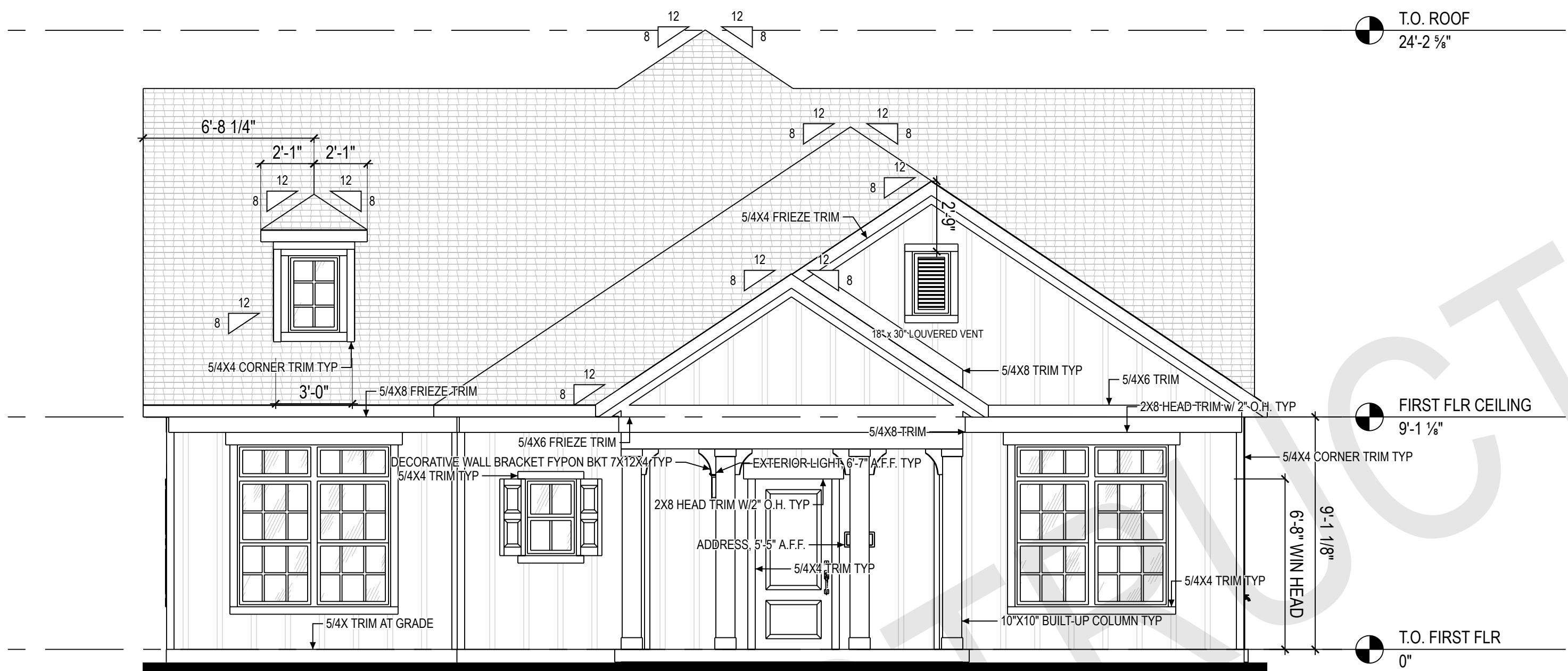
1 FRONT ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"



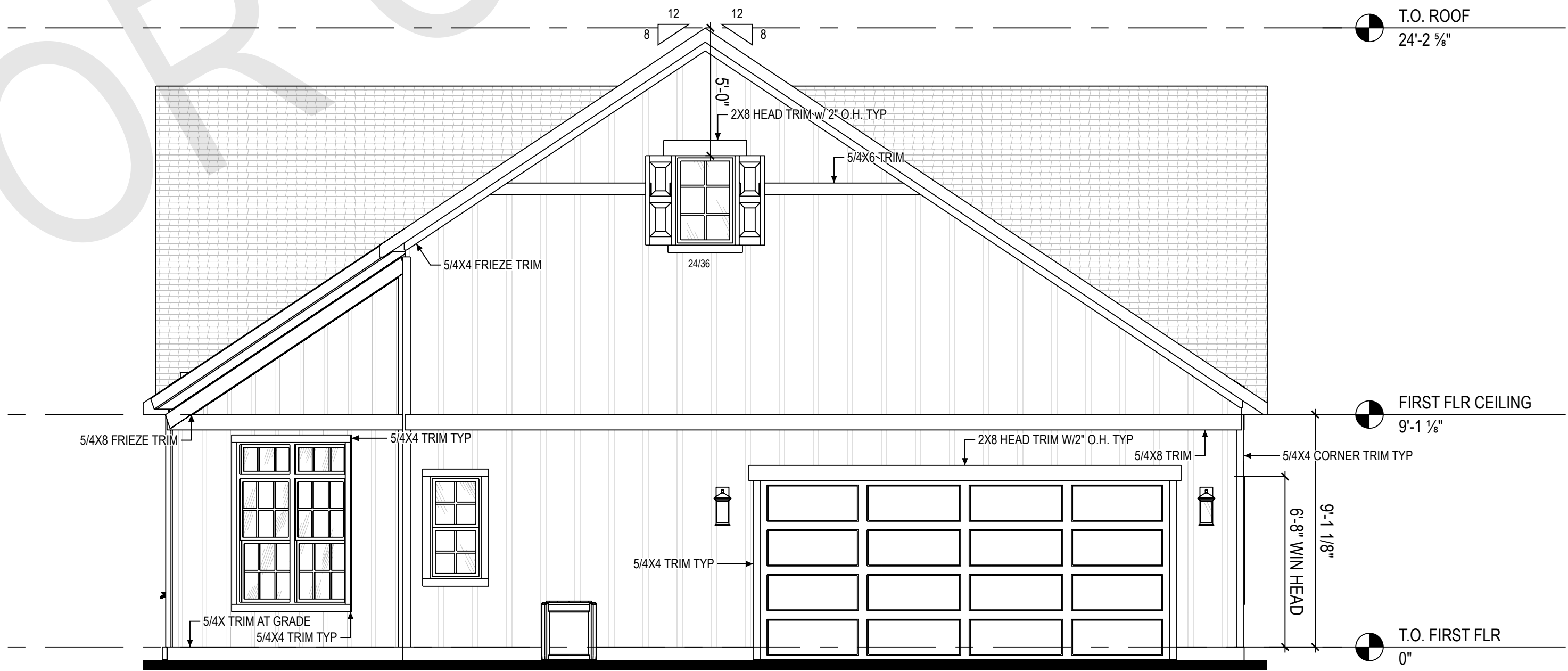
2 BACK ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"



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1 FRONT ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"



2 BACK ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"

ISSUE	DESCRIPTION	DATE
01	BUILDER SET	4/11/2023

PROJECT  
PLAN: Haven  
ELEV: Ranch Elevation B  
LOT:

LOT ADDRESS:

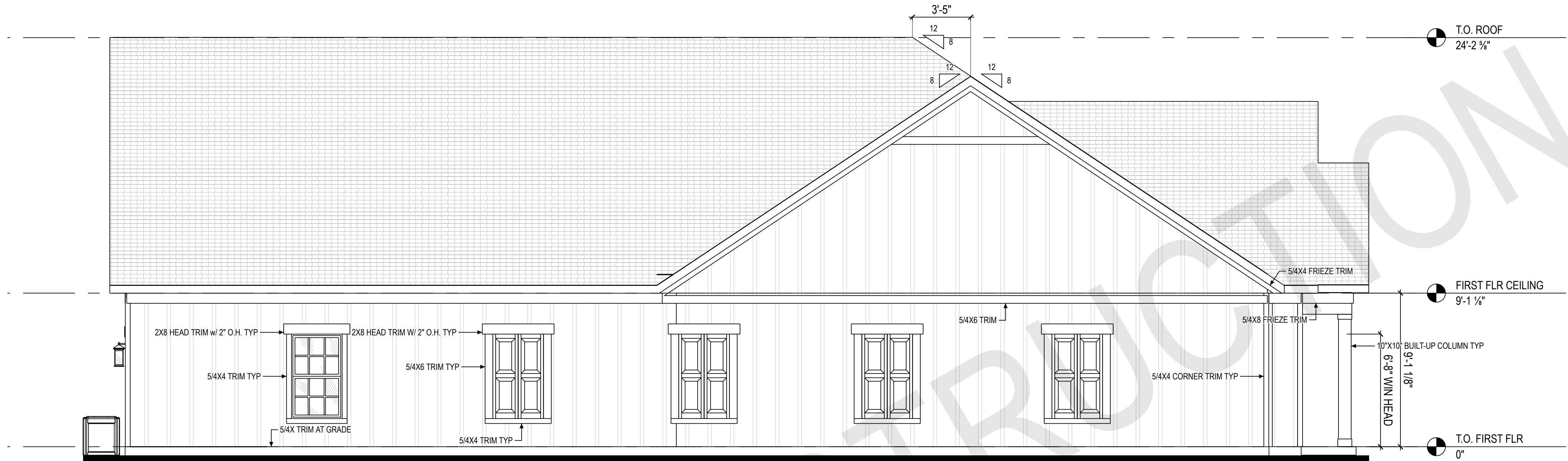
DRAWING TITLE  
**FRONT / BACK  
ELEVATION**

SHEET NUMBER  
**A-200**

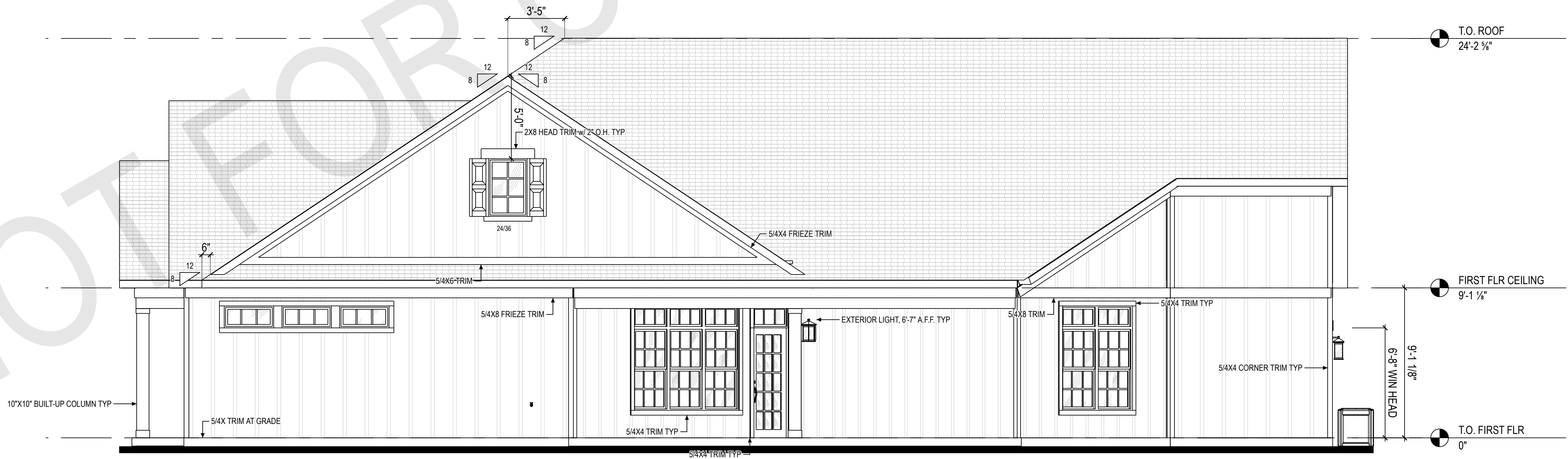
NOT FOR CONSTRUCTION







1 LEFT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"



2 RIGHT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"

ISSUE	DESCRIPTION	DATE
01	BUILDER SET	4/11/2023

PROJECT  
PLAN: Haven  
ELEV: Ranch Elevation A - Enhanced Side  
LOT:

LOT ADDRESS:

DRAWING TITLE  
**LEFT / RIGHT  
ELEVATION**

SHEET NUMBER  
**A-201**

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PROJECT

PLAN: Haven

ELEV: Ranch Elevation C

LOT:

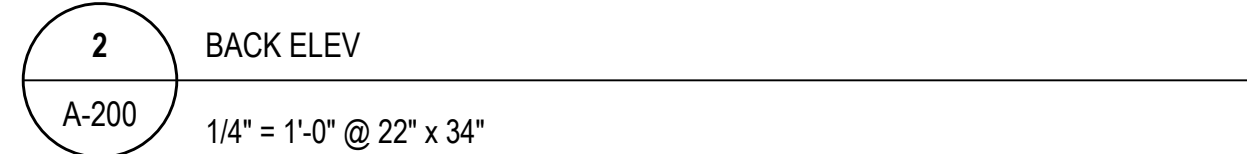
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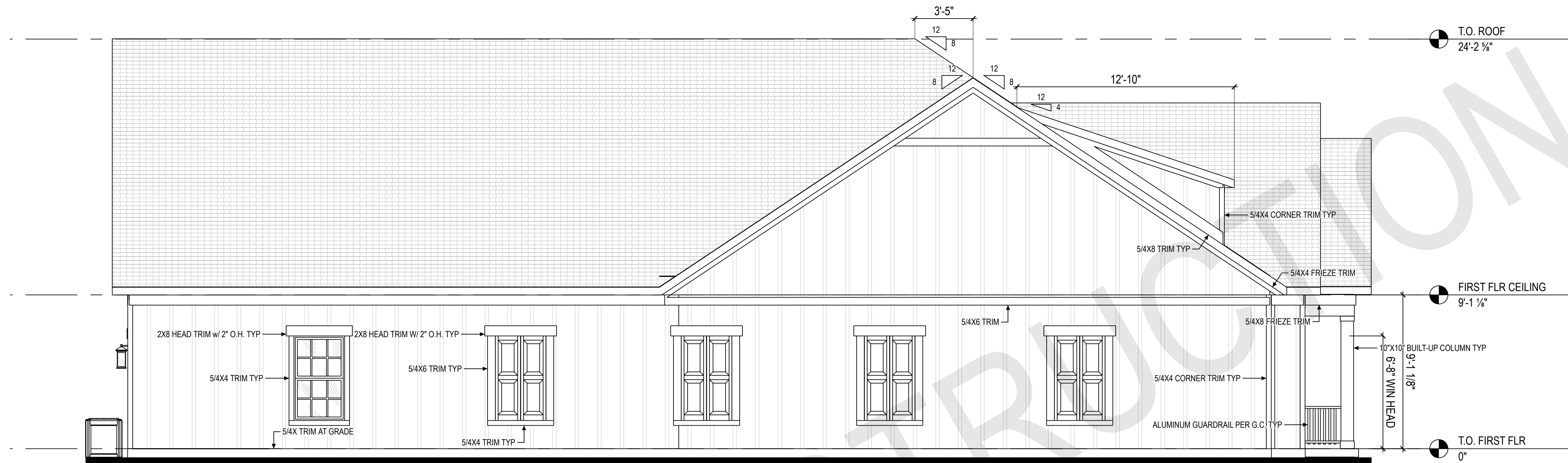
**FRONT / BACK  
ELEVATION**

SHEET NUMBER

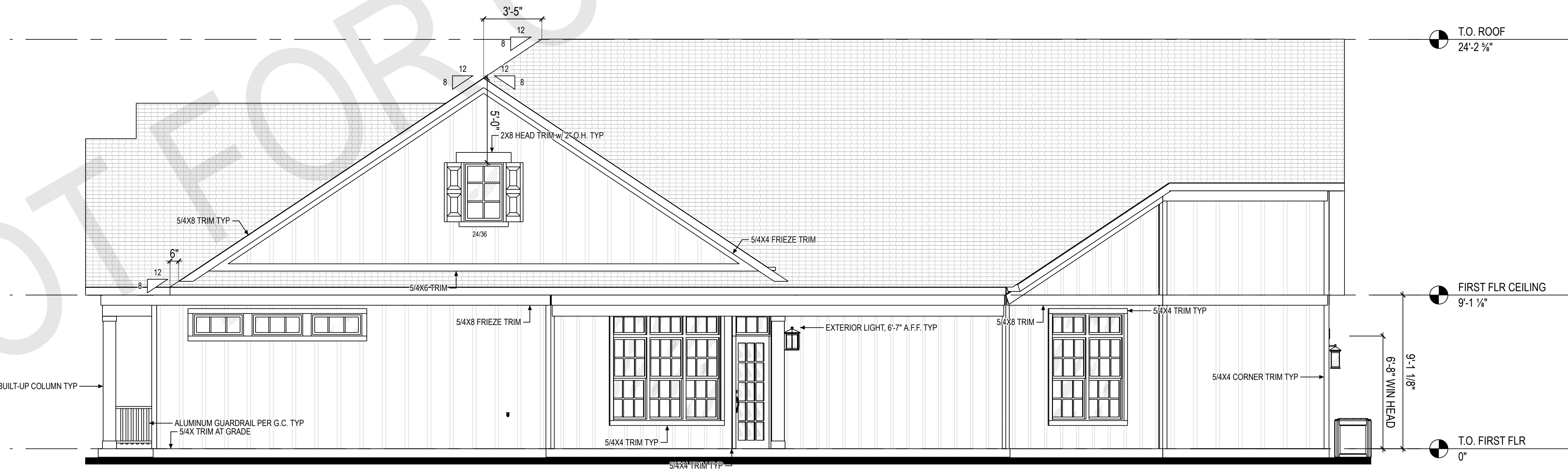
**A-200**

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1 LEFT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"



2 RIGHT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"

ISSUE	DESCRIPTION	DATE
01	BUILDER SET	4/11/2023

PROJECT  
PLAN: Haven  
ELEV: Ranch Elevation C - Enhanced Side  
LOT:

LOT ADDRESS:

DRAWING TITLE  
**LEFT / RIGHT  
ELEVATION**

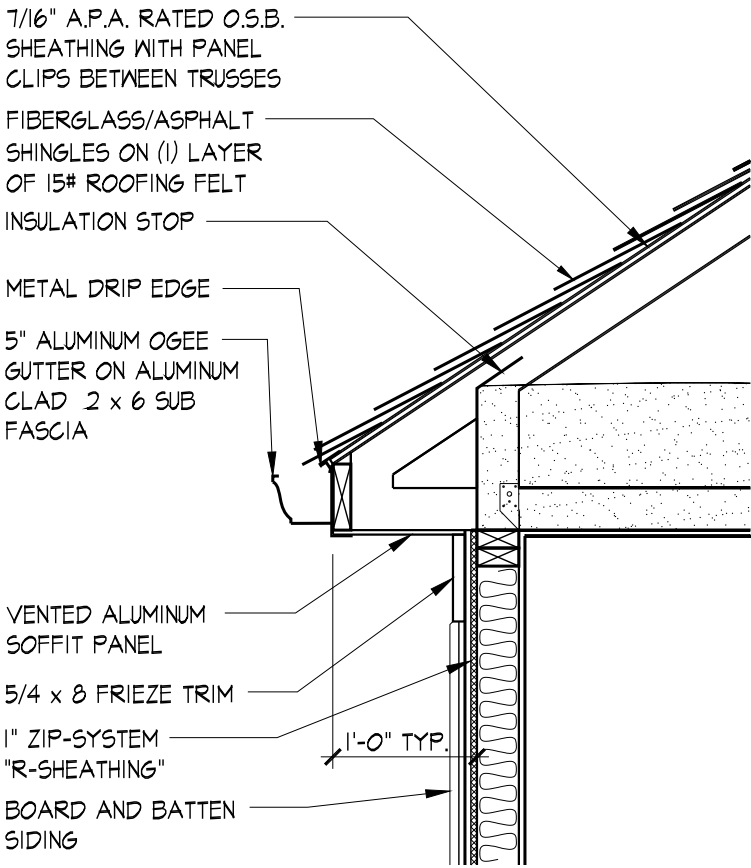
SHEET NUMBER  
**A-201**

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# COURTYARDS AT HAINES CREEK

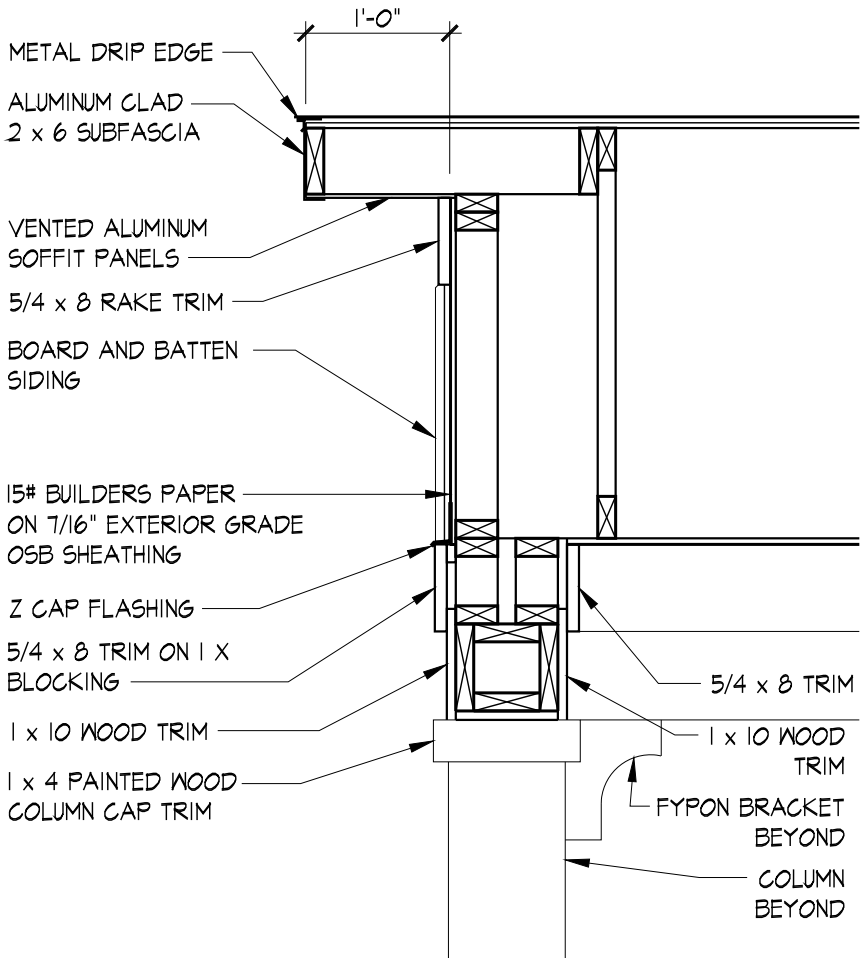
## TYPICAL UNIT DETAILS



**Frieze Detail**

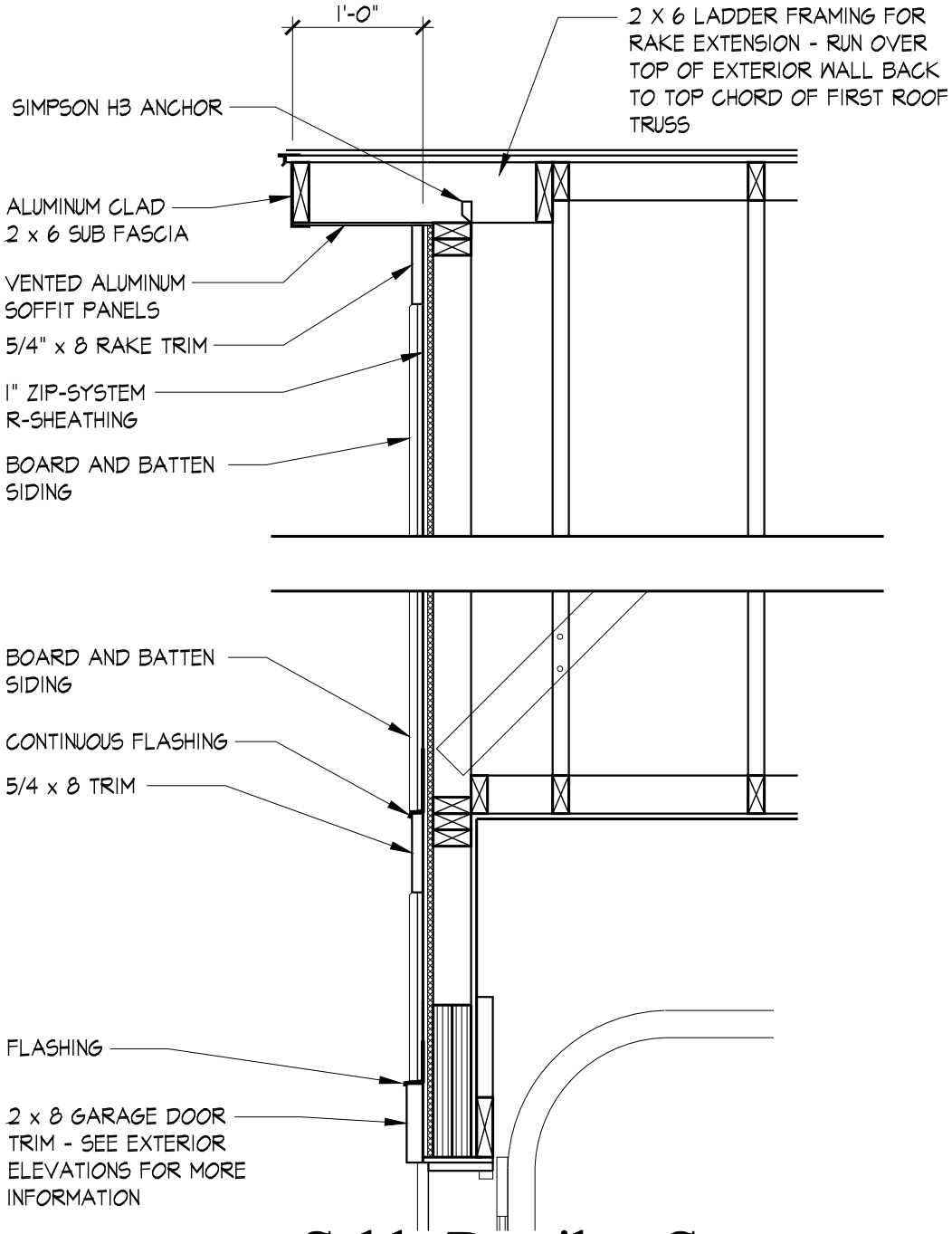
Scale: 3/4" = 1'-0"

**NOTE:**  
SEE EXTERIOR ELEVATIONS FOR EXACT CONFIGURATION - DRAWINGS SHOW TYPICAL DETAILS ONLY



**Gable Detail at Porch**

Scale: 3/4" = 1'-0"



**Gable Detail at Garage**

Scale: 3/4" = 1'-0"

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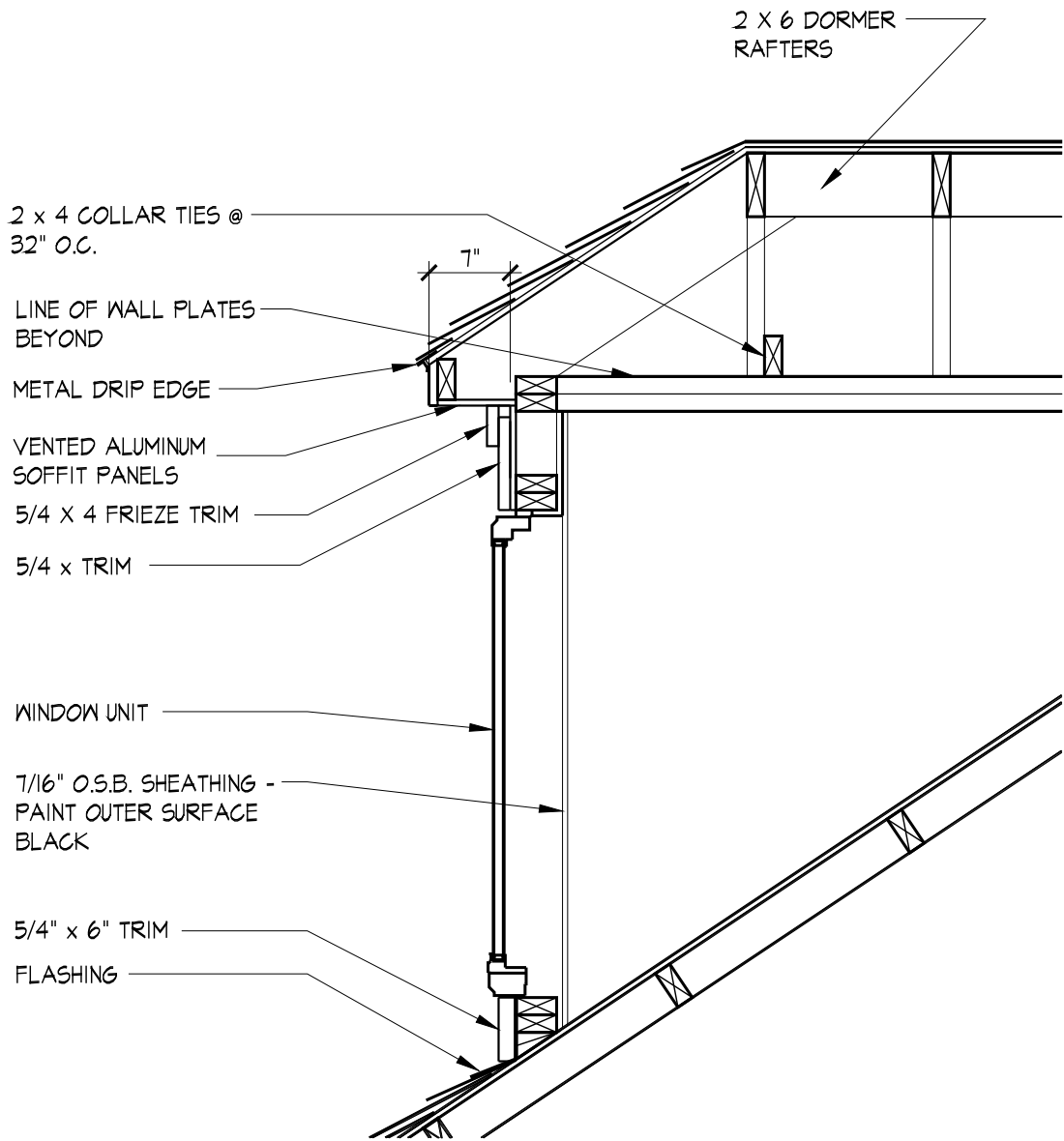
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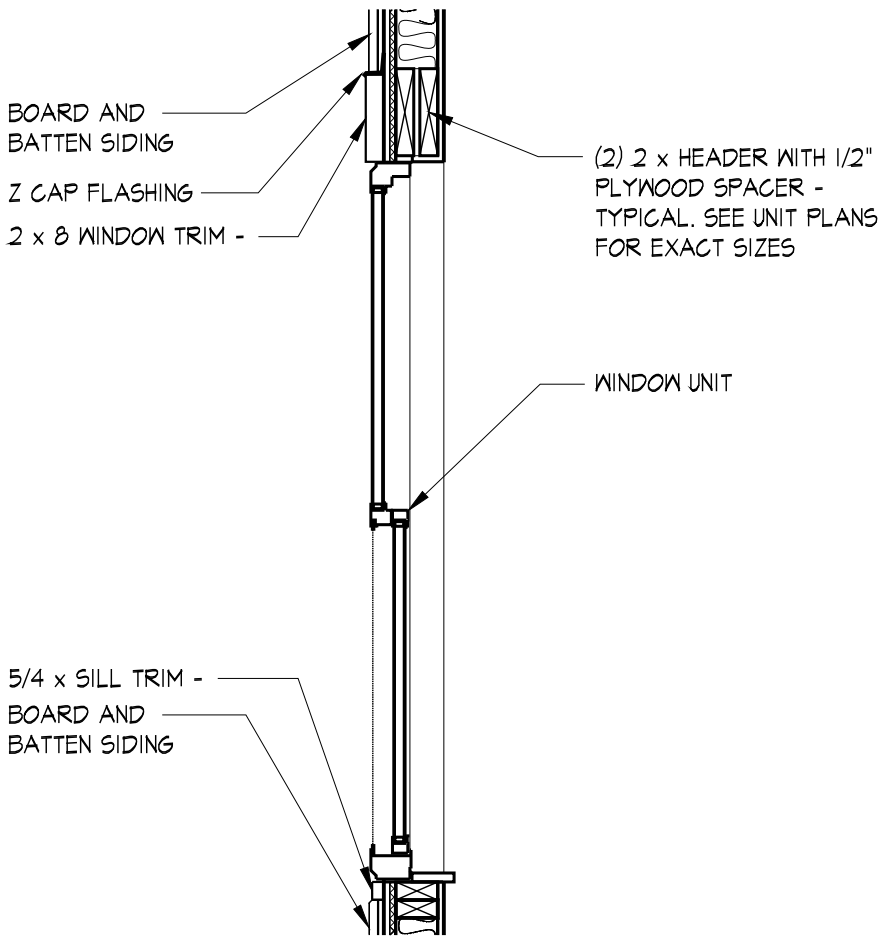


COURTYARDS AT HAINES CREEK  
TYPICAL UNIT DETAILS

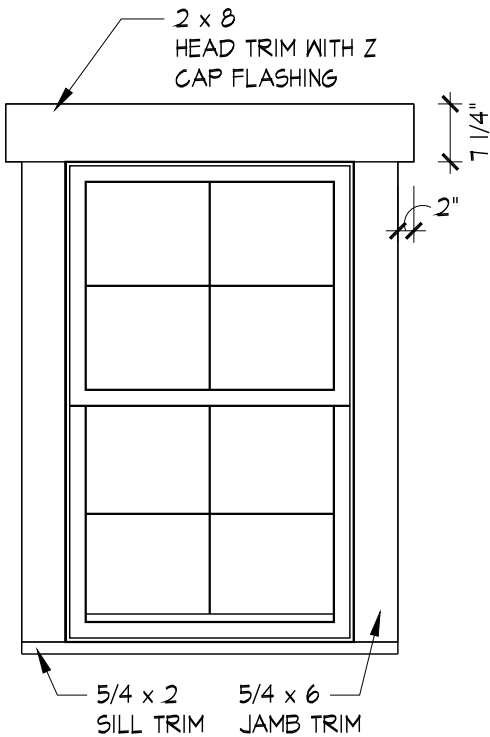
NOTE:  
SEE EXTERIOR ELEVATIONS  
FOR EXACT CONFIGURATION  
- DRAWINGS SHOW TYPICAL  
DETAILS ONLY



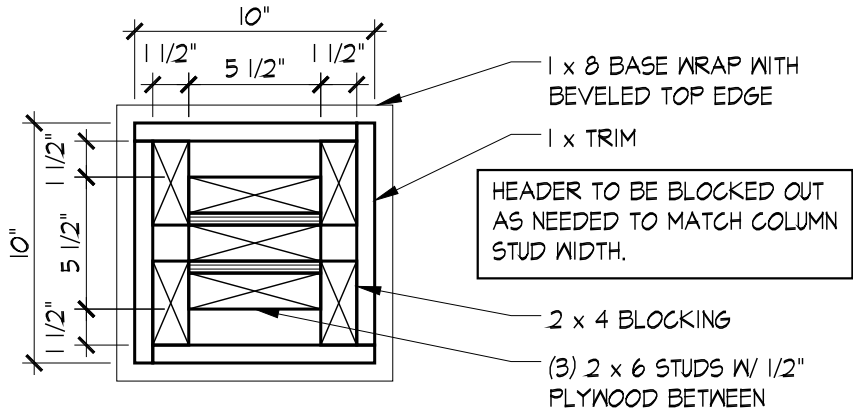
Faux Dormer Detail  
Scale: 3/4" = 1'-0"



Window Trim Detail  
Scale: 3/4" = 1'-0"



Window Detail  
Scale: 1/2" = 1'-0"



Column Detail  
Scale: 1-1/2" = 1'-0"

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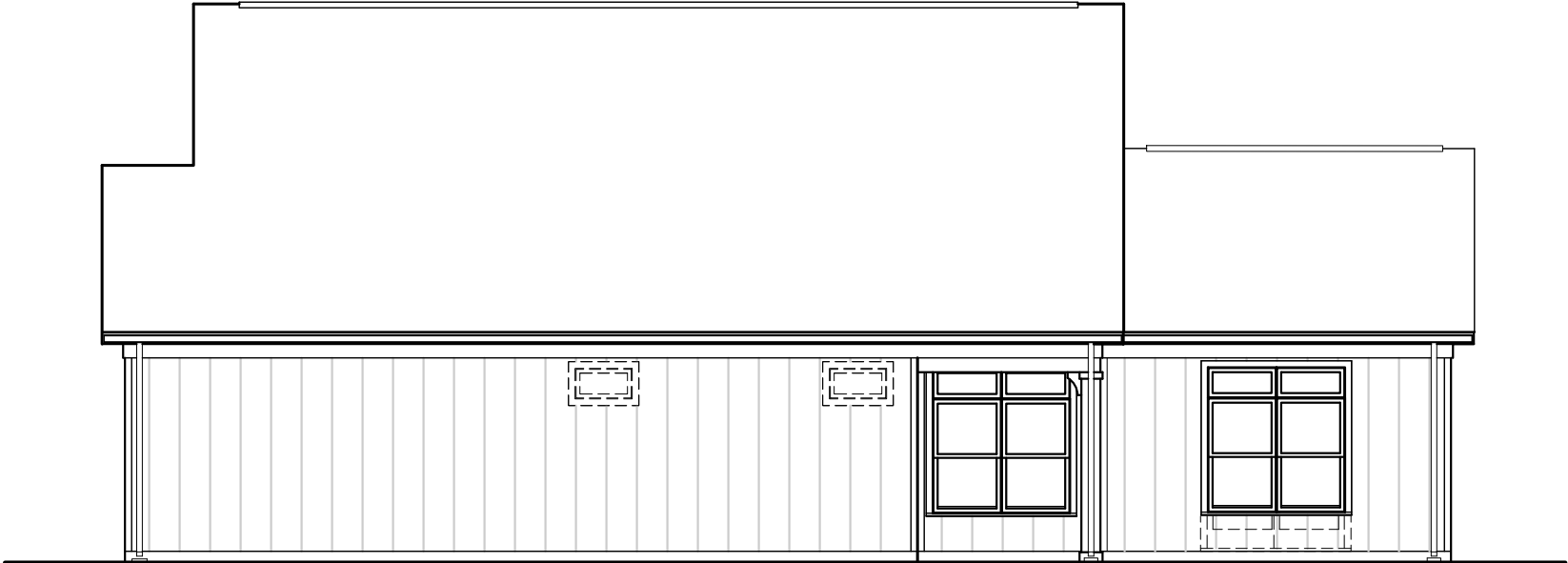
THE COURTYARDS AT HAINES CREEK

UNIT DR-0 - CAPRI



○ Base - Elevation A

Scale: 1/8" = 1'-0" FRONT



○ Base - Elevation A

Scale: 1/8" = 1'-0" RIGHT SIDE

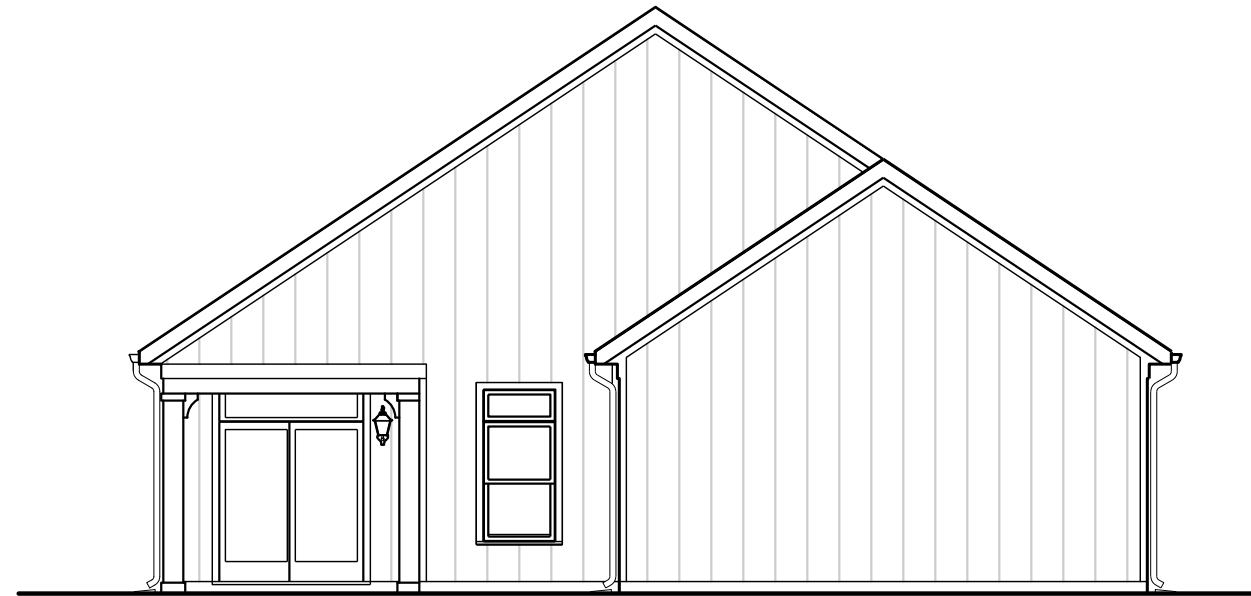
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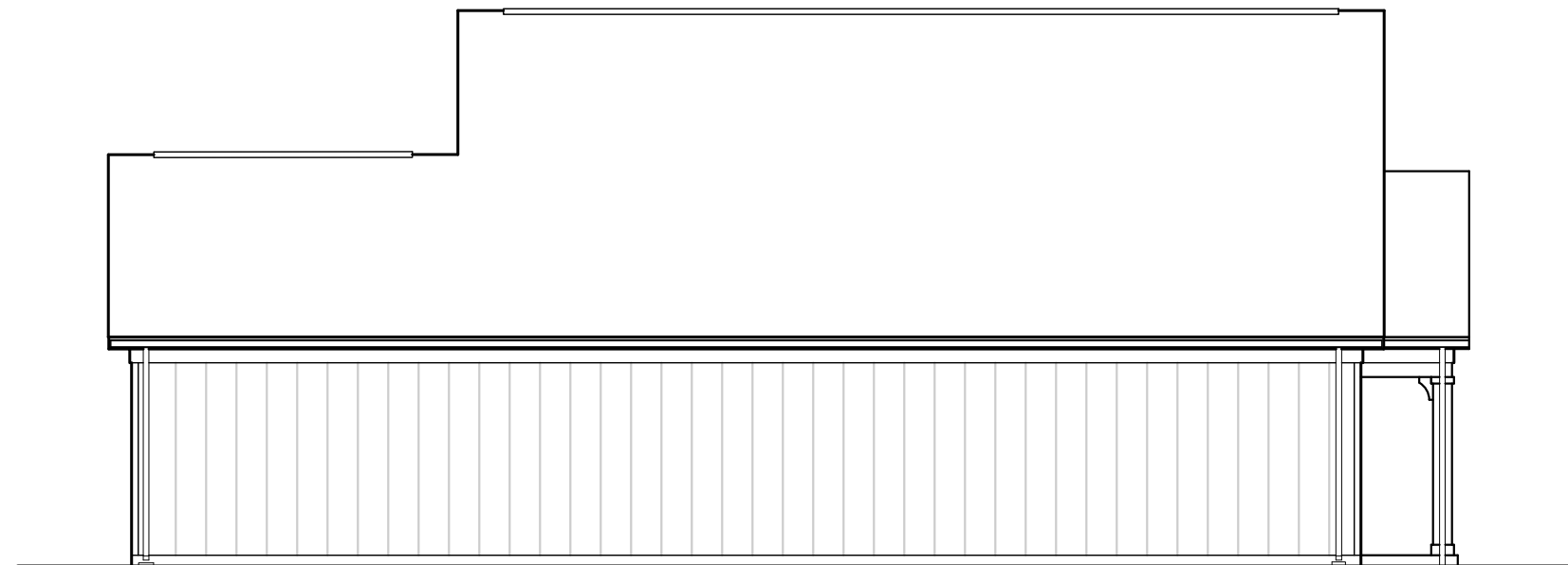
# THE COURTYARDS AT HAINES CREEK

## UNIT DR-0 - CAPRI



### Base - Elevation A

Scale: 1/8" = 1'-0" REAR



### Base - Elevation A

Scale: 1/8" = 1'-0" LEFT SIDE

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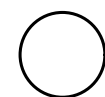
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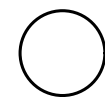
# THE COURTYARDS AT HAINES CREEK

## UNIT DR-0 - CAPRI



### Base - Elevation B

Scale: 1/8" = 1'-0" FRONT



### Base - Elevation C

Scale: 1/8" = 1'-0" FRONT

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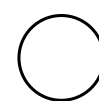
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# THE COURTYARDS AT HAINES CREEK

## UNIT DR-0 - CAPRI



### Bonus - Elevation A

Scale: 1/8" = 1'-0" FRONT



### Bonus - Elevation B

Scale: 1/8" = 1'-0" FRONT

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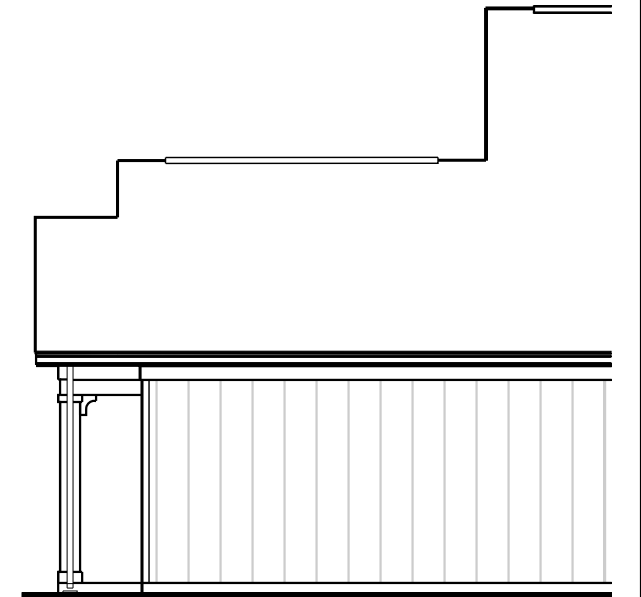
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# THE COURTYARDS AT HAINES CREEK

## UNIT DR-0 - CAPRI



### Base - Elevation

Scale: 1/8" = 1'-0" ENHANCED REAR



### Bonus - Elevation

Scale: 1/8" = 1'-0" ENHANCED REAR

NOTE: ENHANCED REAR ELEVATION  
REQUIRED ONLY ON LOTS 1,2, AND 40  
AS INDICATED ON THE DEVELOPMENT  
PLAN SITE PLAN SHEET 4/11.

3/10/20

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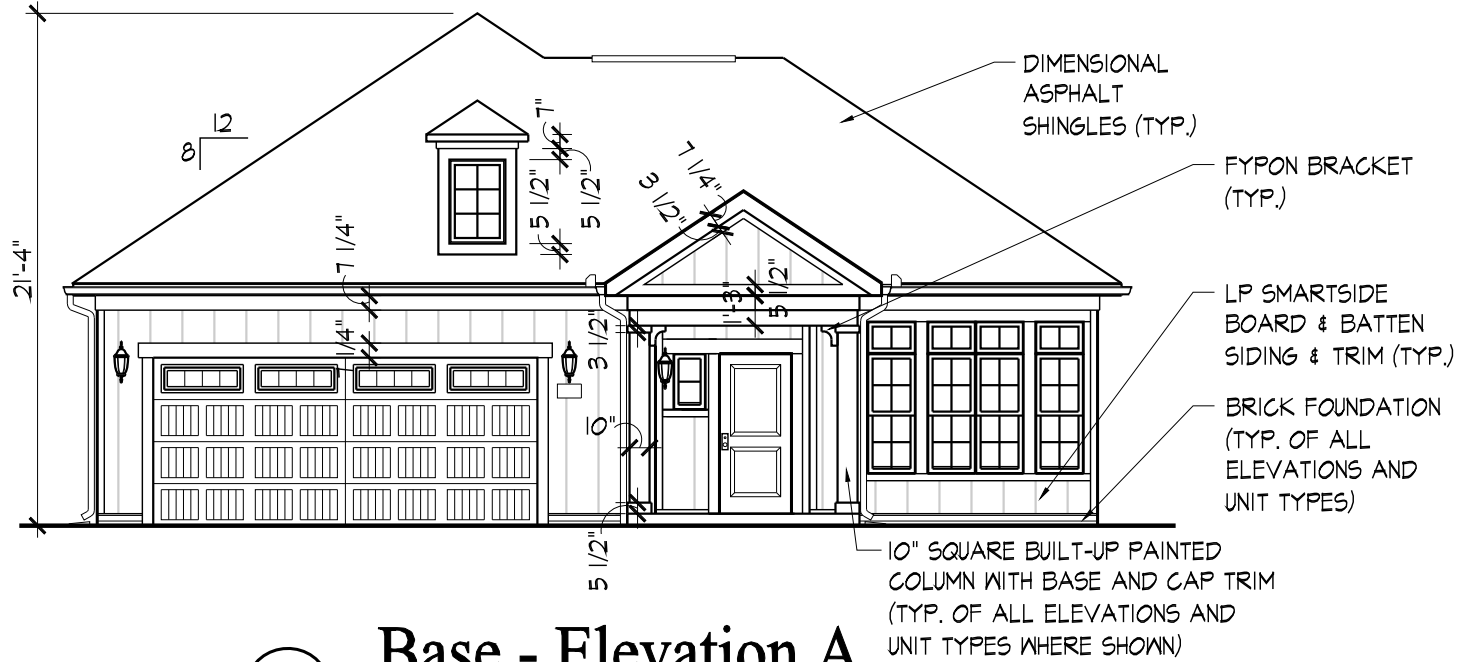
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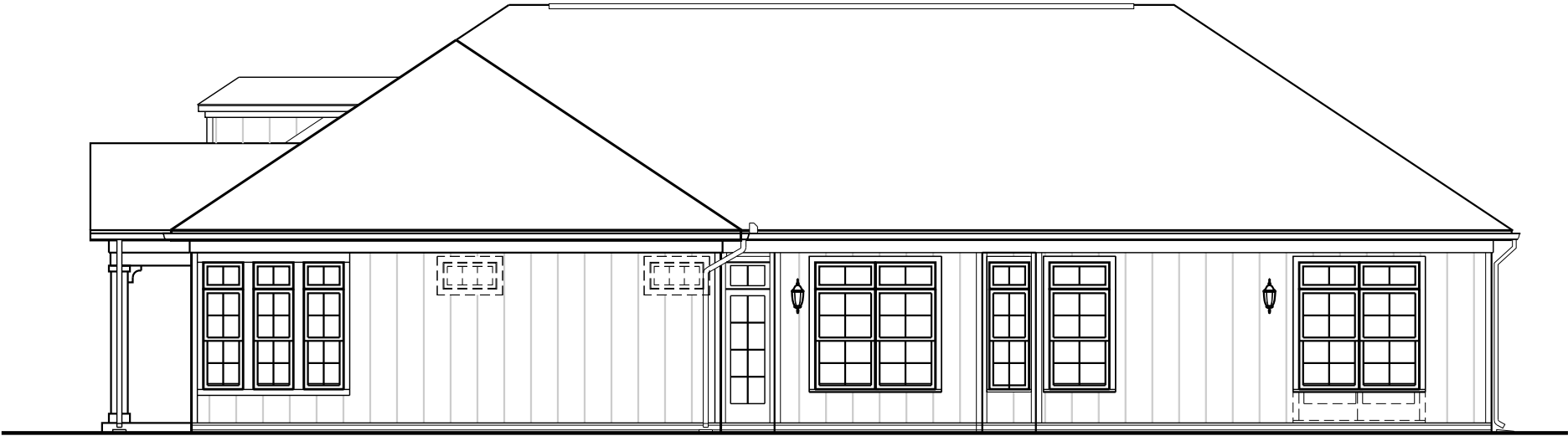
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COURTYARDS AT HAINES CREEK  
UNIT D-1 - PALAZZO



○ Base - Elevation A  
Scale: 1/8" = 1'-0" FRONT



○ Base - Elevation A  
Scale: 1/8" = 1'-0" RIGHT SIDE

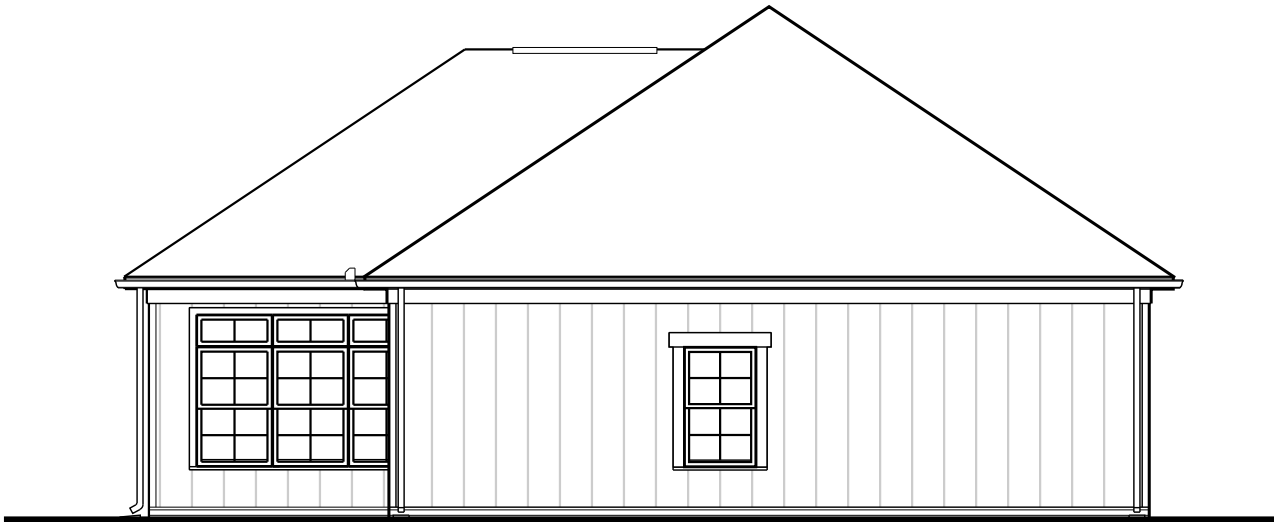
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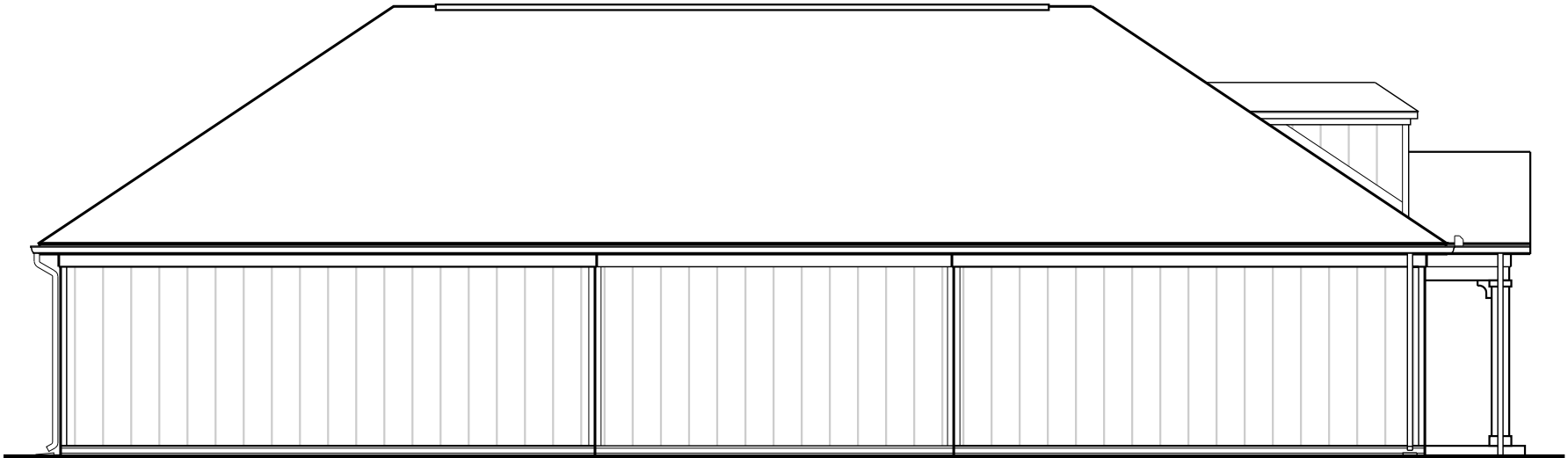
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COURTYARDS AT HAINES CREEK  
UNIT D-1 - PALAZZO



Base - Elevation A

Scale: 1/8" = 1'-0" REAR



Base - Elevation A

Scale: 1/8" = 1'-0" LEFT SIDE

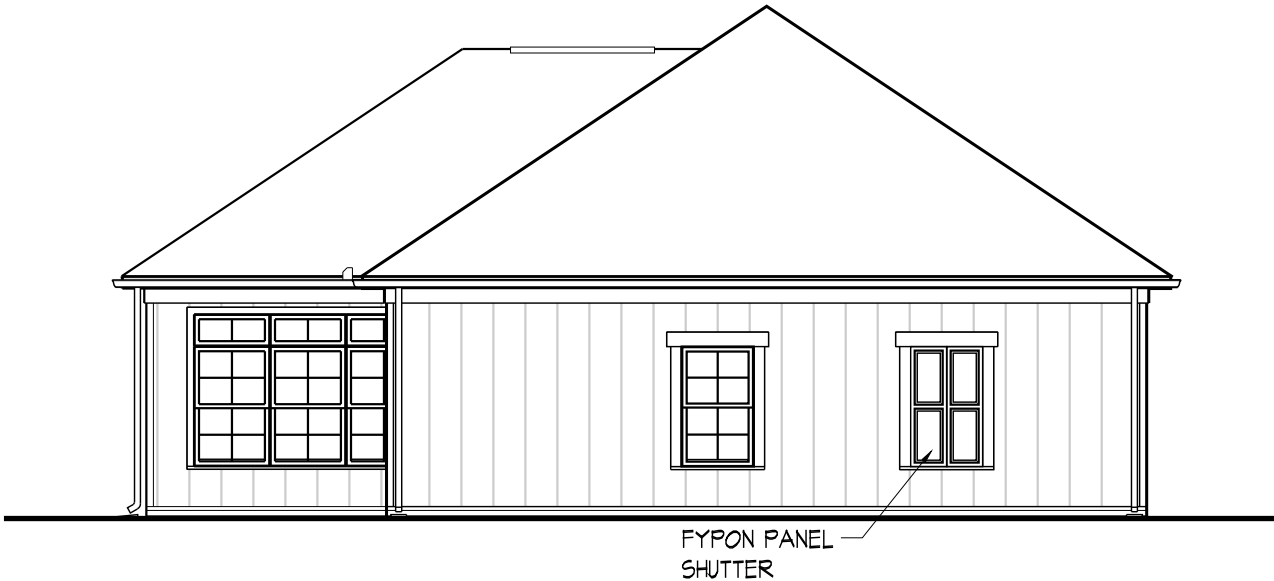
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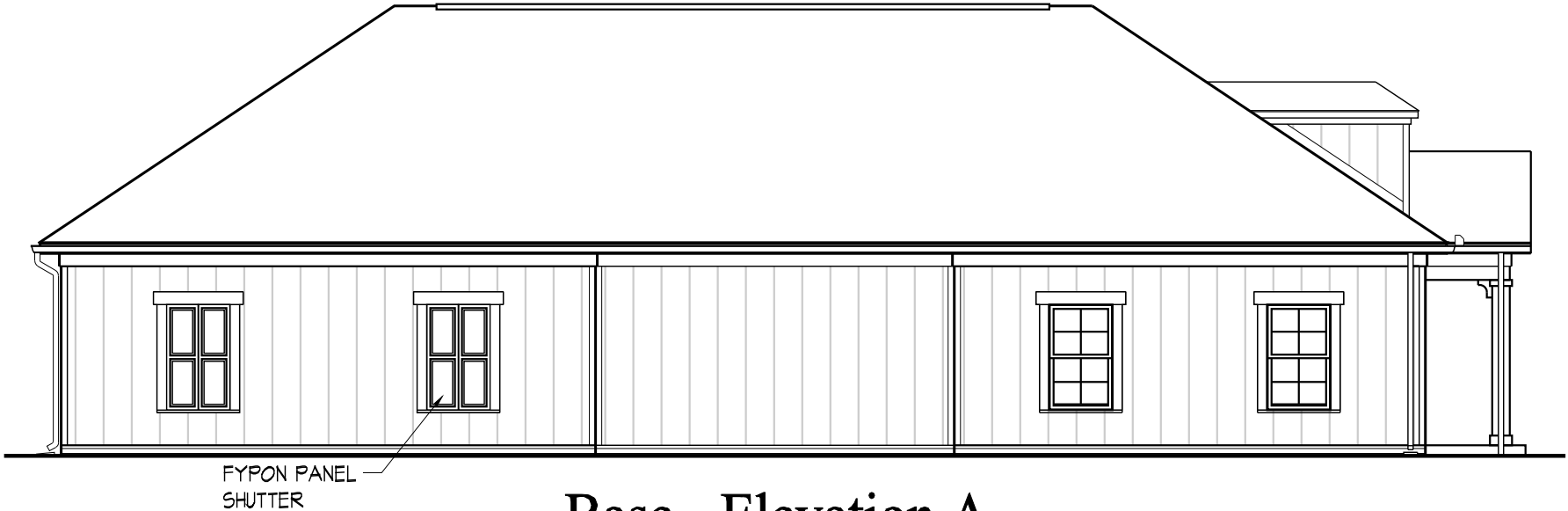
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COURTYARDS AT HAINES CREEK  
UNIT D-1 - PALAZZO



Base - Elevation A  
Scale: 1/8" = 1'-0"    ENHANCED REAR



Base - Elevation A  
Scale: 1/8" = 1'-0"    ENHANCED LEFT SIDE

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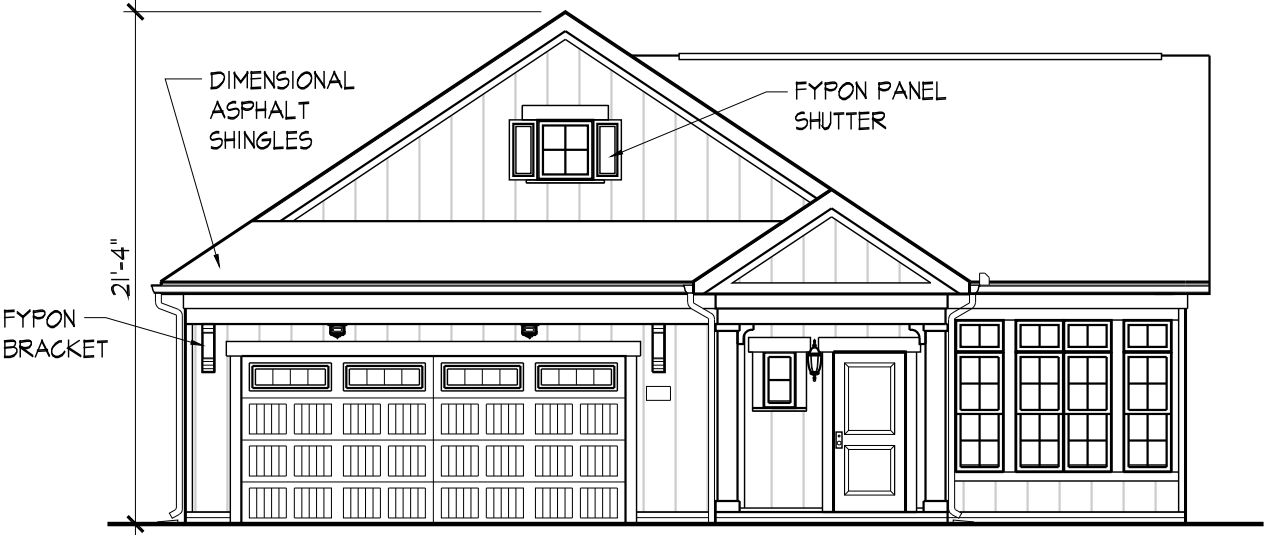
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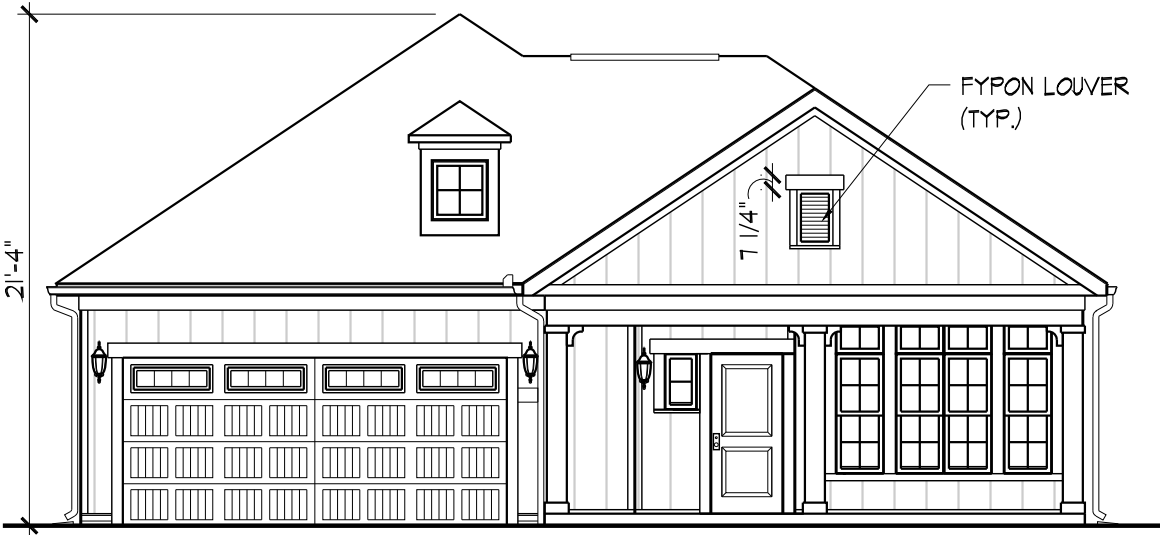
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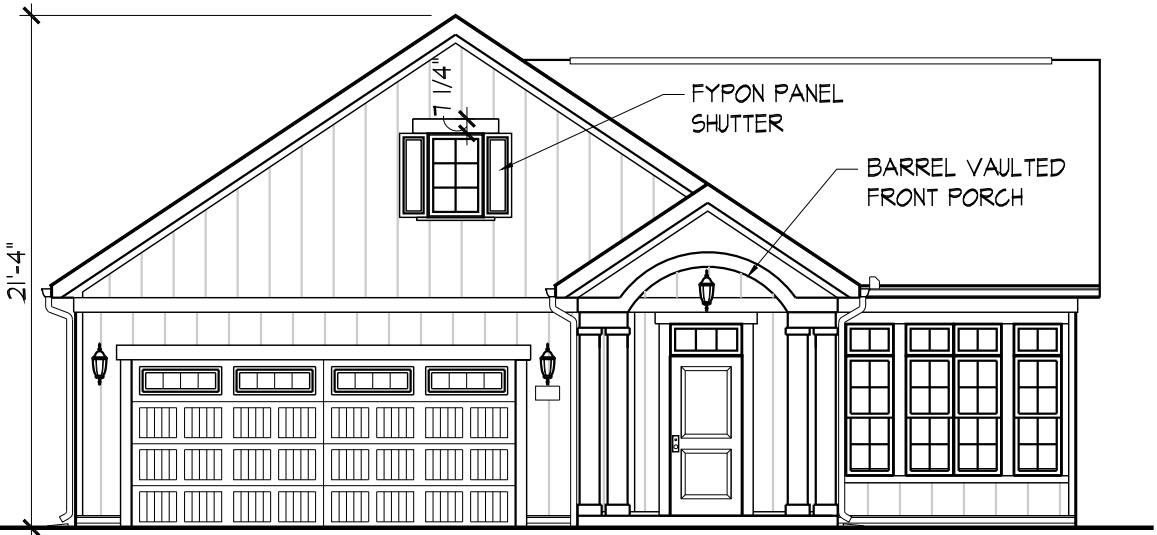
COURTYARDS AT HAINES CREEK  
UNIT D-1 - PALAZZO



○ **Base - Elevation B**  
Scale: 1/8" = 1'-0" FRONT



○ **Base - Elevation C**  
Scale: 1/8" = 1'-0" FRONT



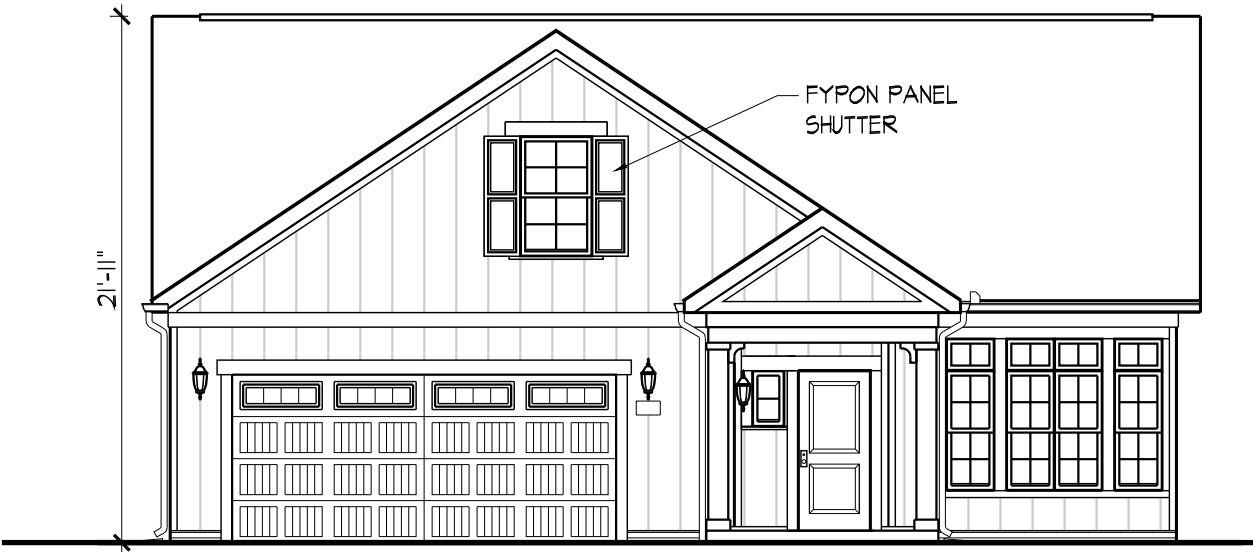
○ **Base - Elevation D**  
Scale: 1/8" = 1'-0" FRONT (c) 2018 IP86, LLC, All Rights Reserved

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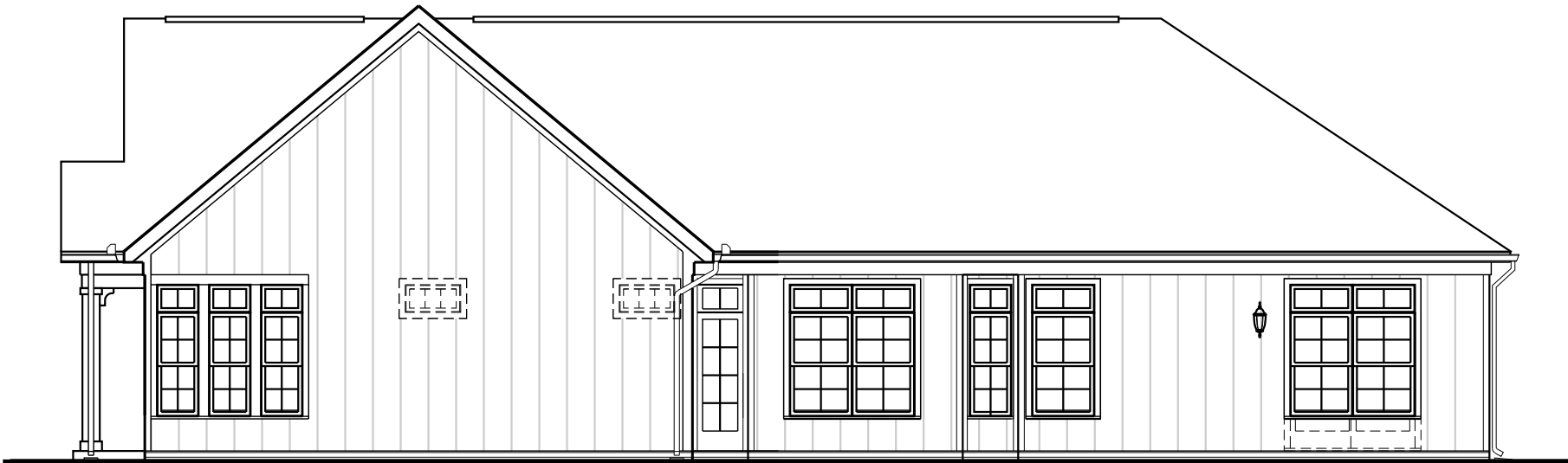
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COURTYARDS AT HAINES CREEK  
UNIT D-1 - PALAZZO



○ Bonus - Elevation A  
Scale: 1/8" = 1'-0" FRONT



○ Bonus - Elevation A  
Scale: 1/8" = 1'-0" RIGHT SIDE

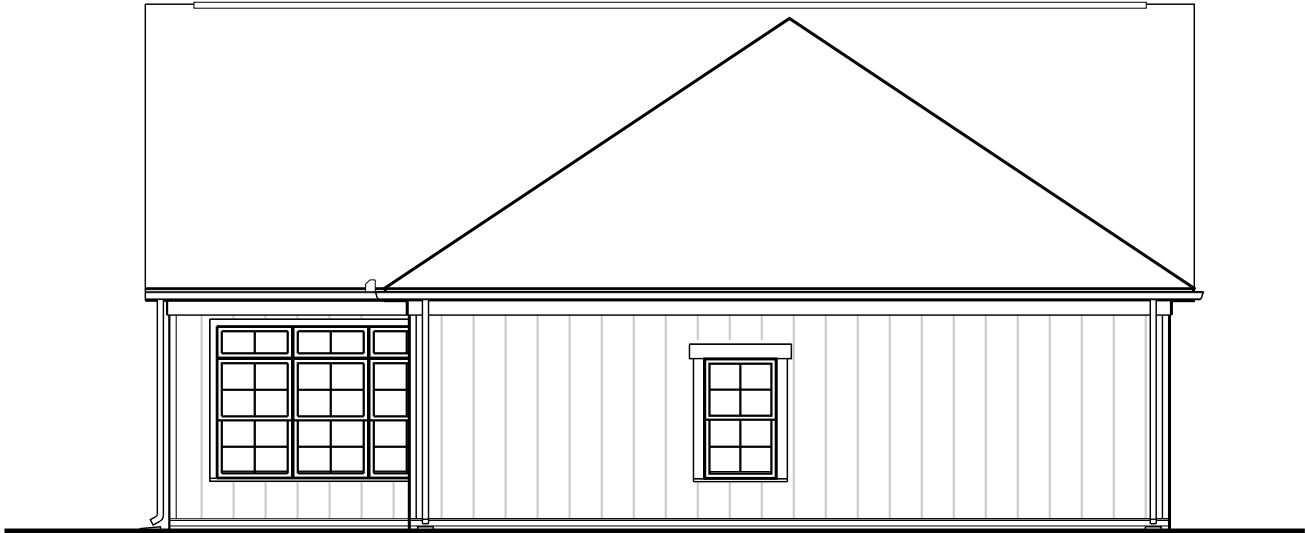
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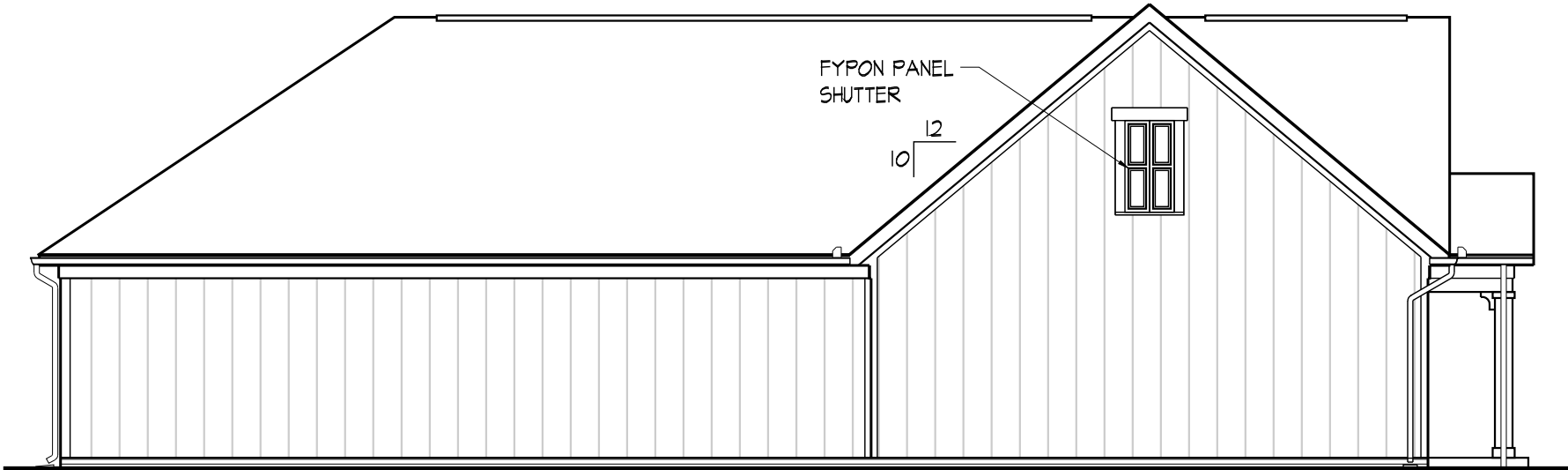
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COURTYARDS AT HAINES CREEK  
UNIT D-1 - PALAZZO



○ Bonus - Elevation A  
Scale: 1/8" = 1'-0" REAR



○ Bonus - Elevation A  
Scale: 1/8" = 1'-0" LEFT SIDE

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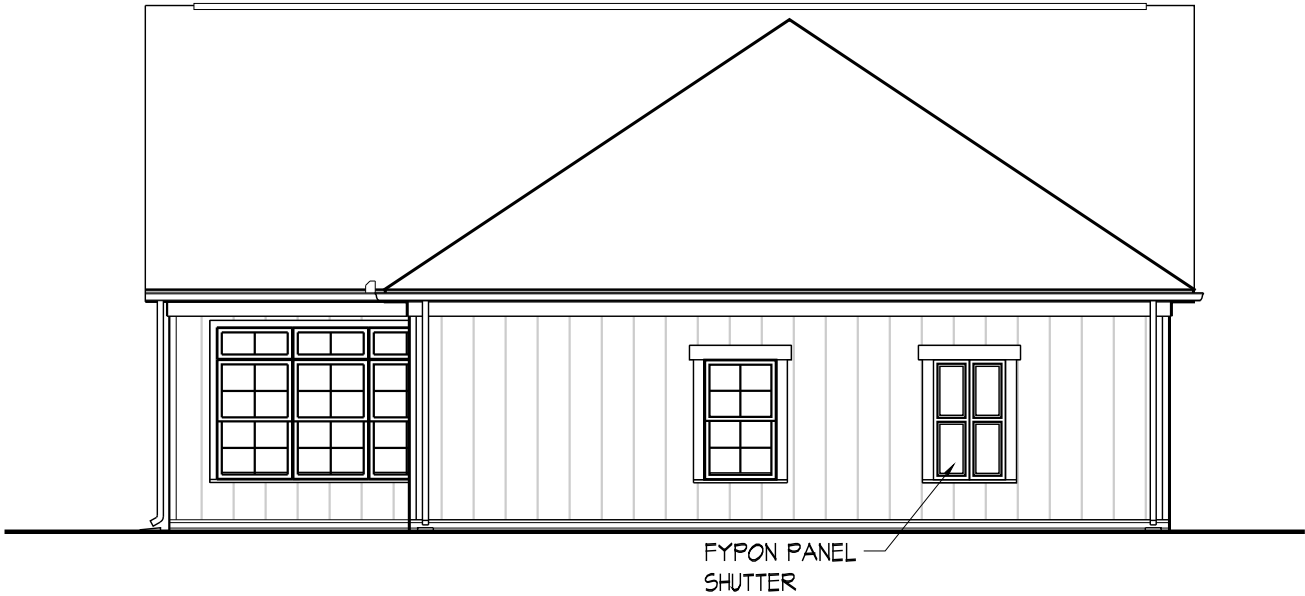
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
ARCHITECTS

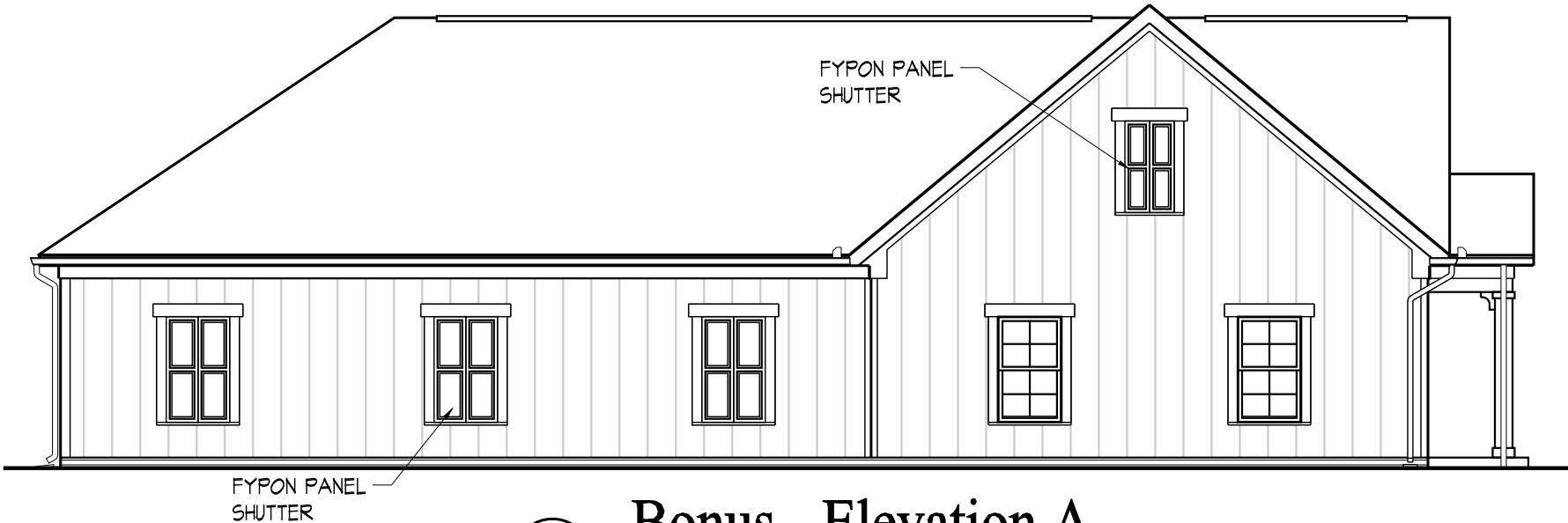
2463 East Main Street Bexley, Ohio 43209 Phone (614) 239-6868 www.wenz-architects.com




COURTYARDS AT HAINES CREEK  
UNIT D-1 - PALAZZO



 **Bonus - Elevation A**  
Scale: 1/8" = 1'-0"    ENHANCED REAR



 **Bonus - Elevation A**  
Scale: 1/8" = 1'-0"    ENHANCED LEFT SIDE

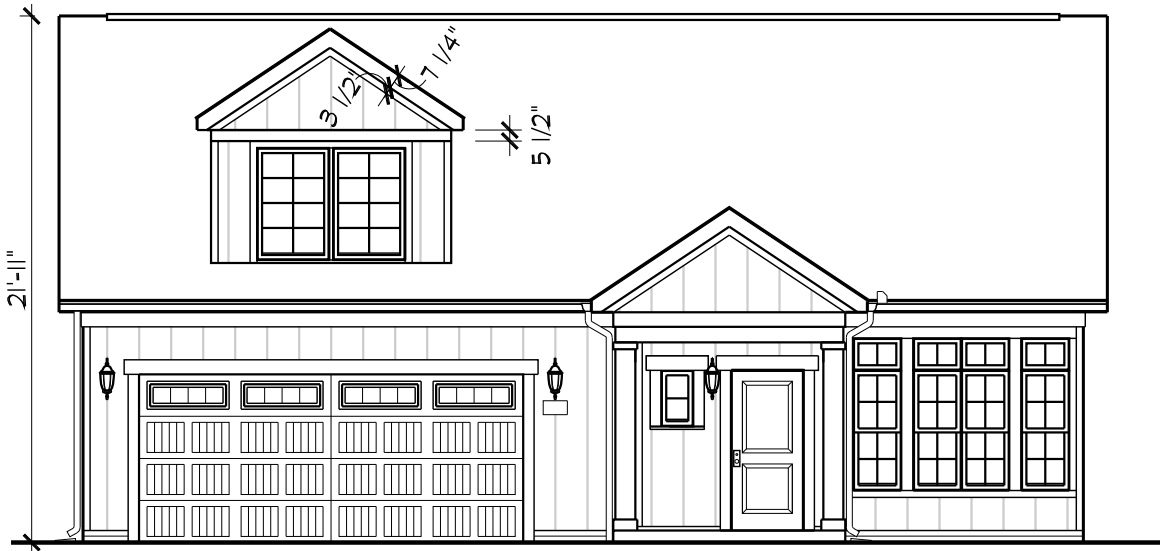
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COURTYARDS AT HAINES CREEK  
UNIT D-1 - PALAZZO



○ Bonus - Elevation B  
Scale: 1/8" = 1'-0" FRONT

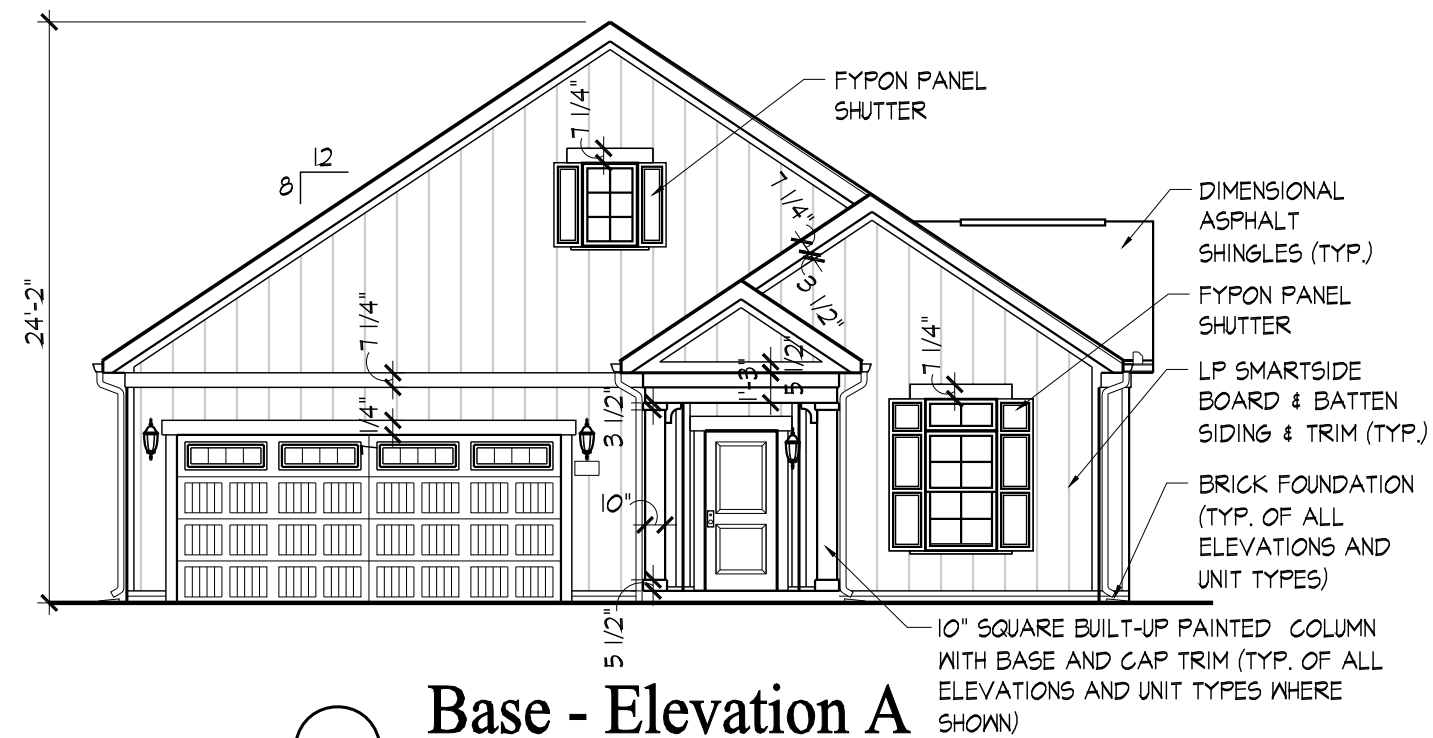
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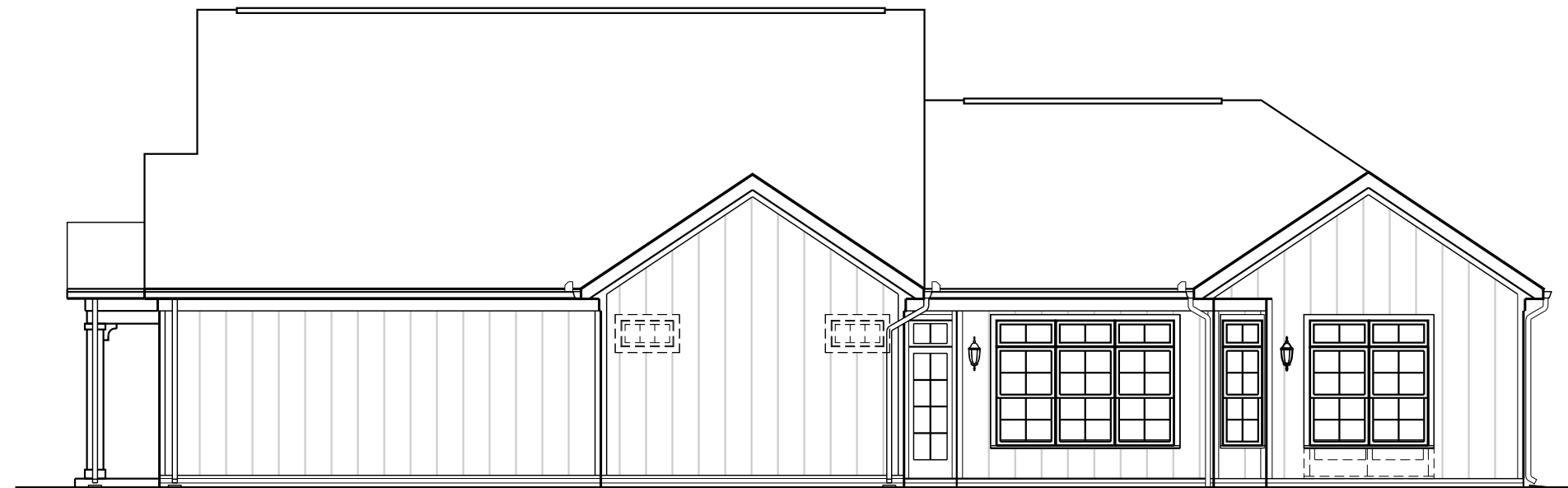
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## UNIT D-2 - PORTICO



## Base - Elevation A

Scale: 1/8" = 1'-0" FRONT



## Base - Elevation A

Scale: 1/8" = 1'-0" RIGHT SIDE

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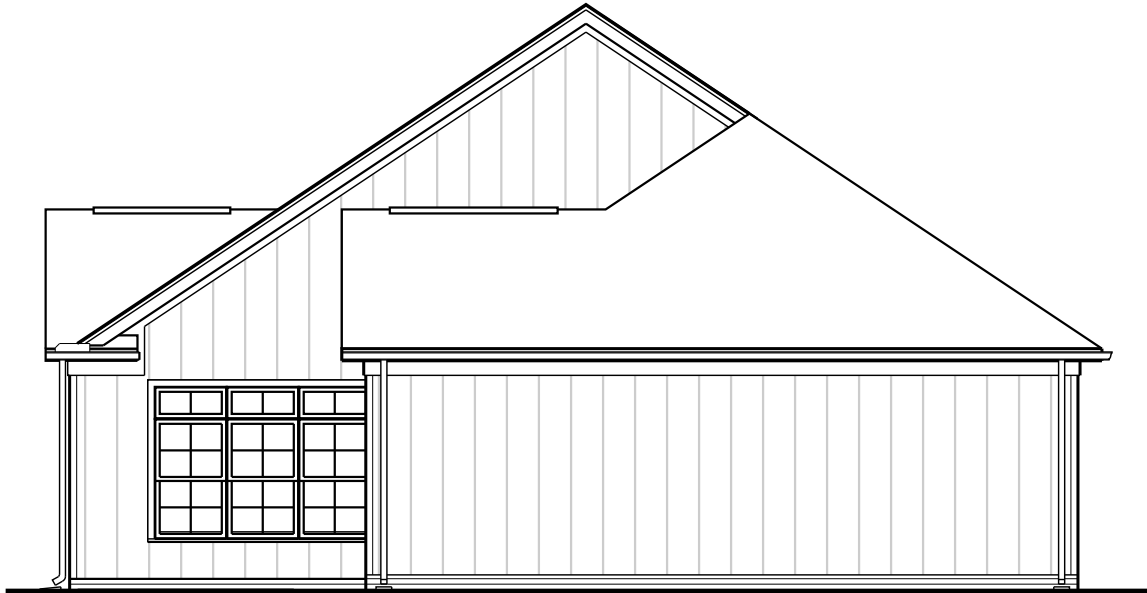
DEAN A. WENZ

A R C H I T E C T S

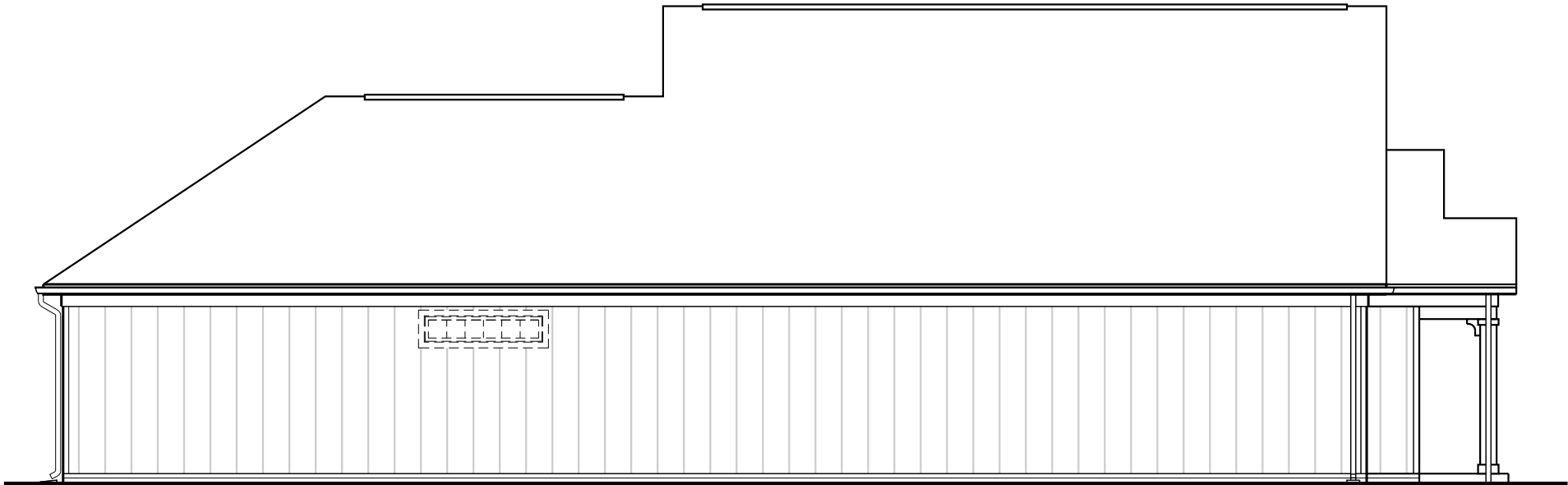
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COURTYARDS AT HAINES CREEK  
UNIT D-2 - PORTICO



○ Base - Elevation A  
Scale: 1/8" = 1'-0" REAR



○ Base - Elevation A  
Scale: 1/8" = 1'-0" LEFT SIDE

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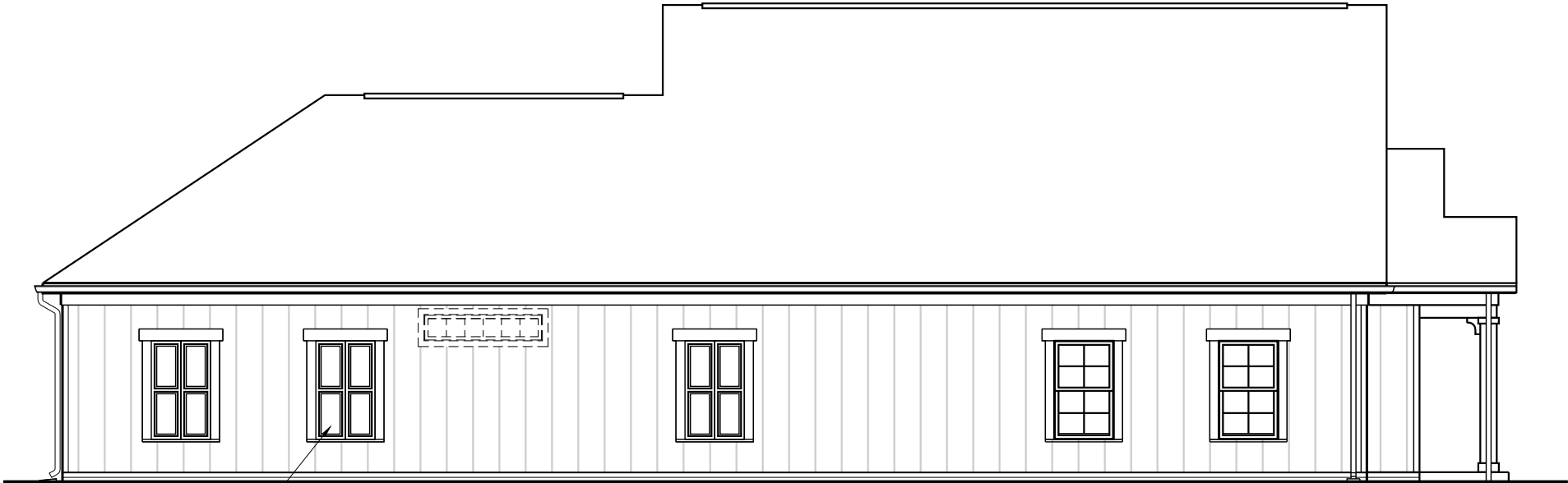
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COURTYARDS AT HAINES CREEK  
UNIT D-2 - PORTICO



○ **Base - Elevation A**  
Scale: 1/8" = 1'-0"    ENHANCED REAR



○ **Base - Elevation A**  
Scale: 1/8" = 1'-0"    ENHANCED LEFT SIDE

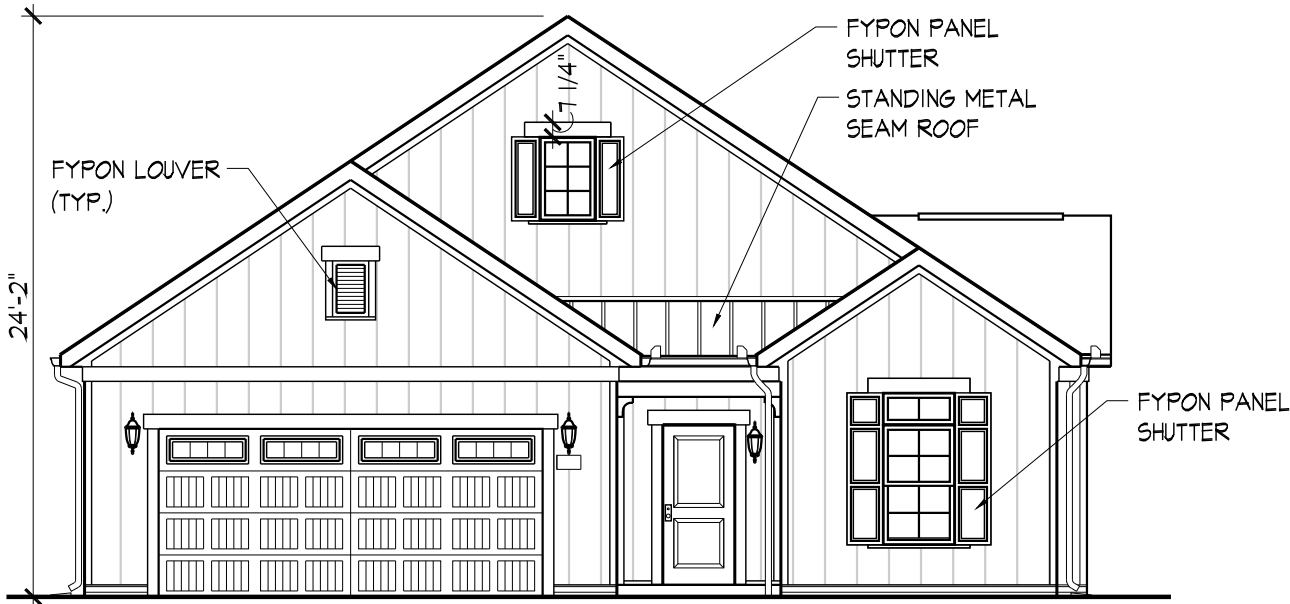
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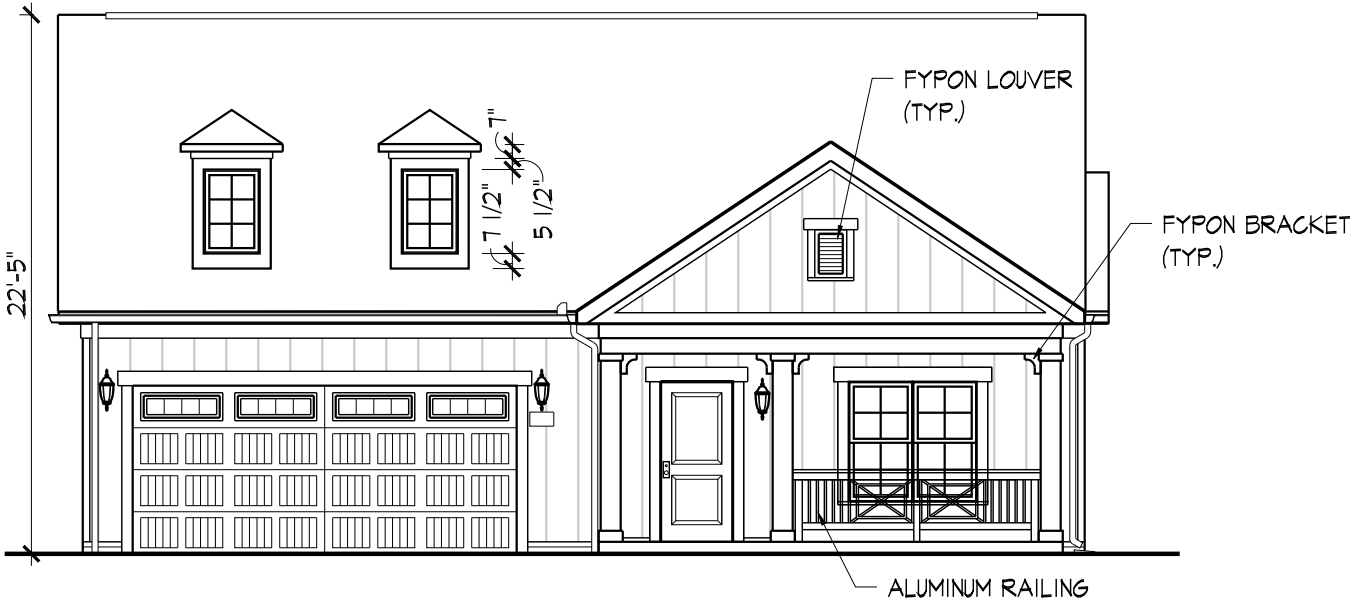
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COURTYARDS AT HAINES CREEK  
UNIT D-2 - PORTICO



○ **Base - Elevation B**  
Scale: 1/8" = 1'-0" FRONT



○ **Base - Elevation C**  
Scale: 1/8" = 1'-0" FRONT



○ **Base - Elevation D**  
Scale: 1/8" = 1'-0" FRONT

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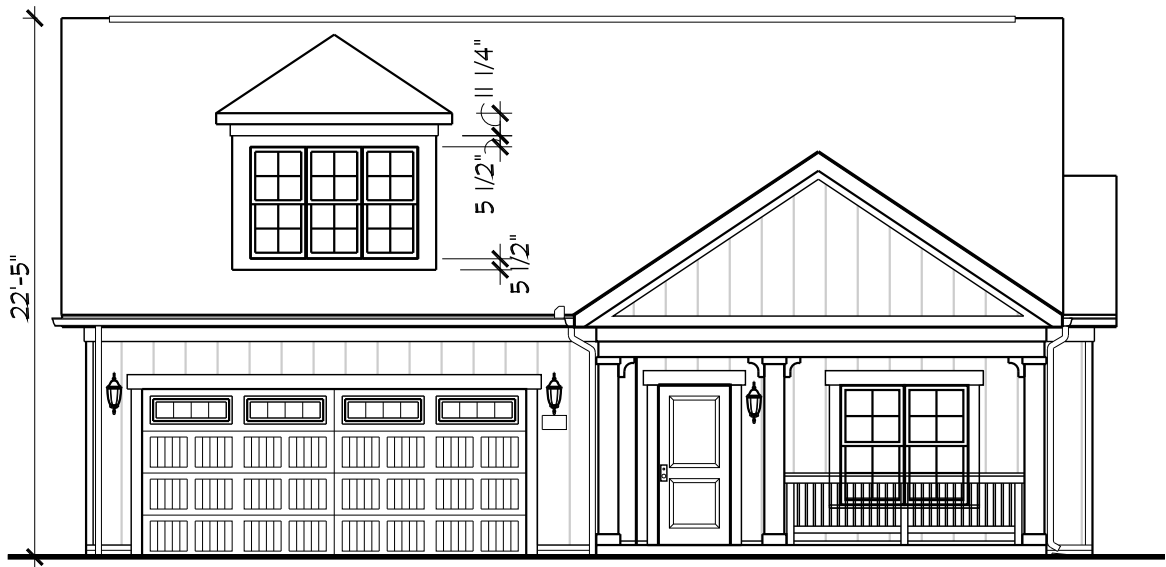
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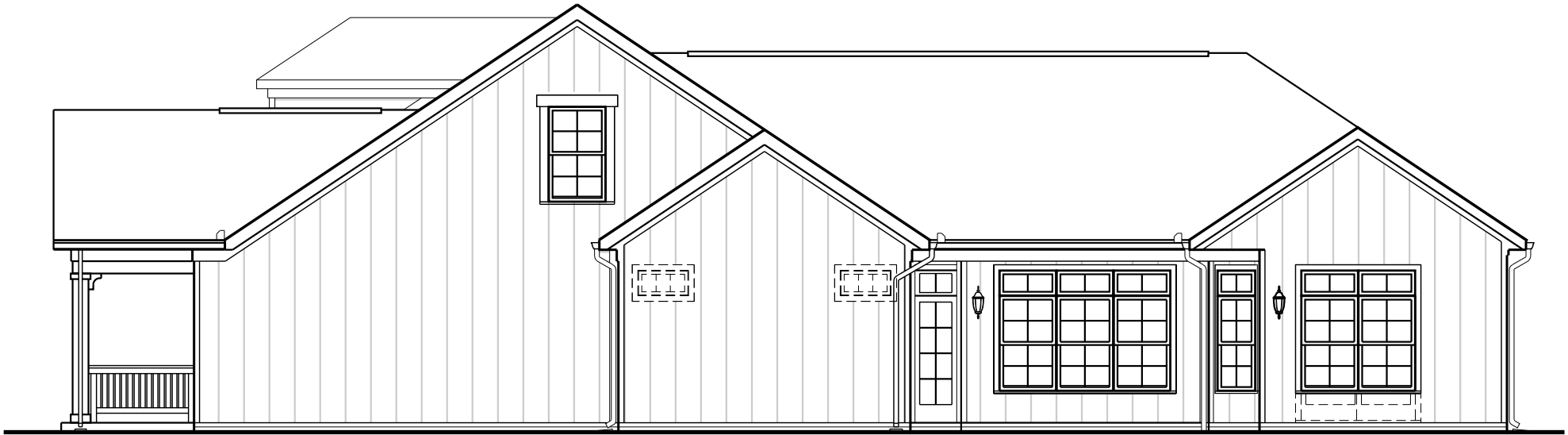


COURTYARDS AT HAINES CREEK  
UNIT D-2 - PORTICO



Bonus - Elevation A

Scale: 1/8" = 1'-0" FRONT



Bonus - Elevation A

Scale: 1/8" = 1'-0" RIGHT SIDE

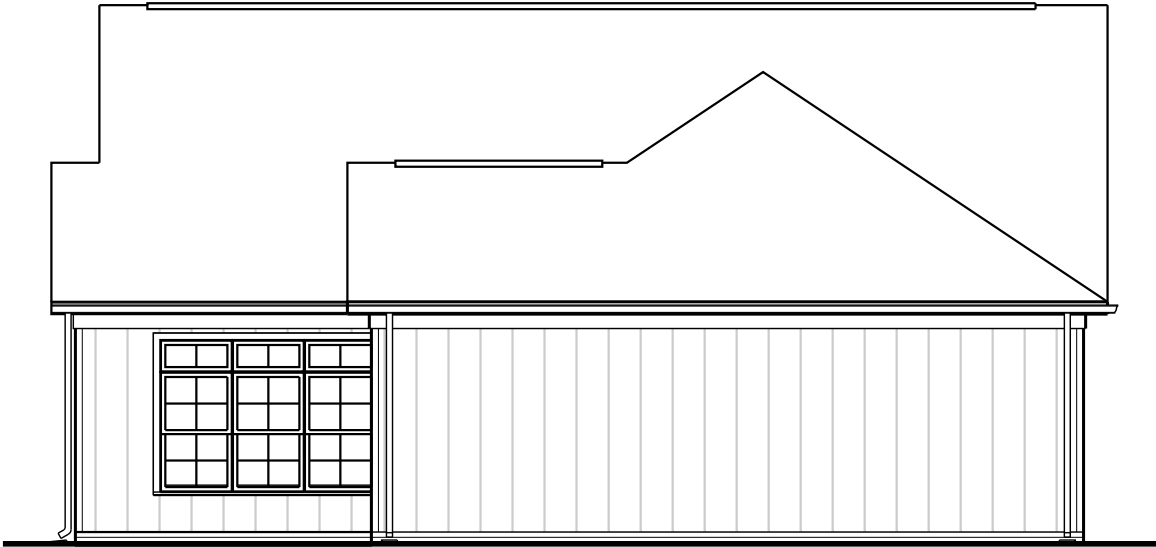
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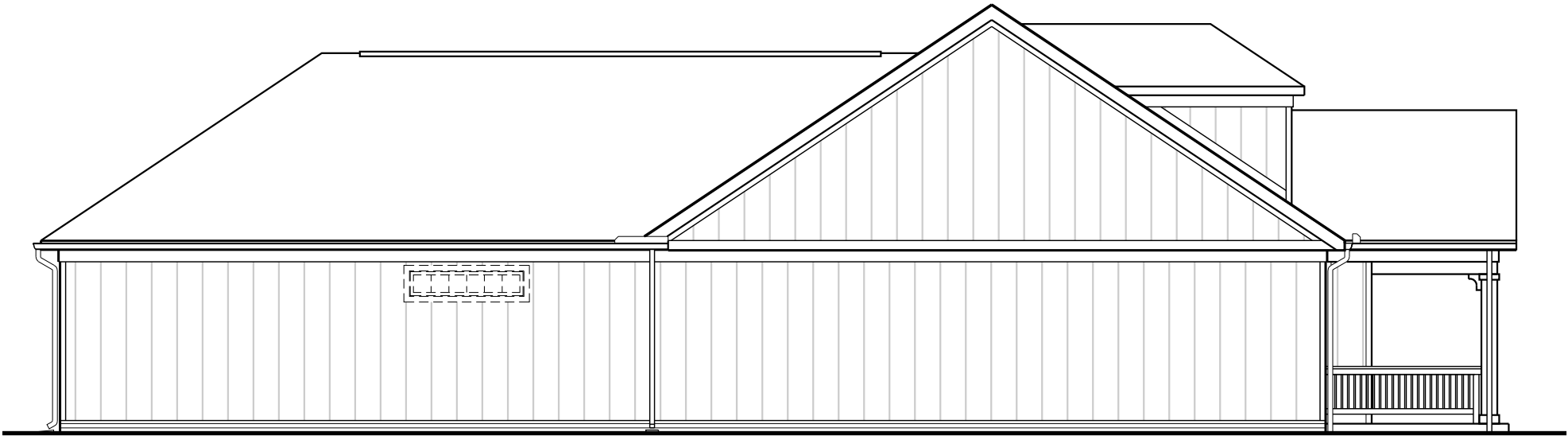
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COURTYARDS AT HAINES CREEK  
UNIT D-2 - PORTICO



Bonus - Elevation A

Scale: 1/8" = 1'-0" REAR



Bonus - Elevation A

Scale: 1/8" = 1'-0" LEFT SIDE

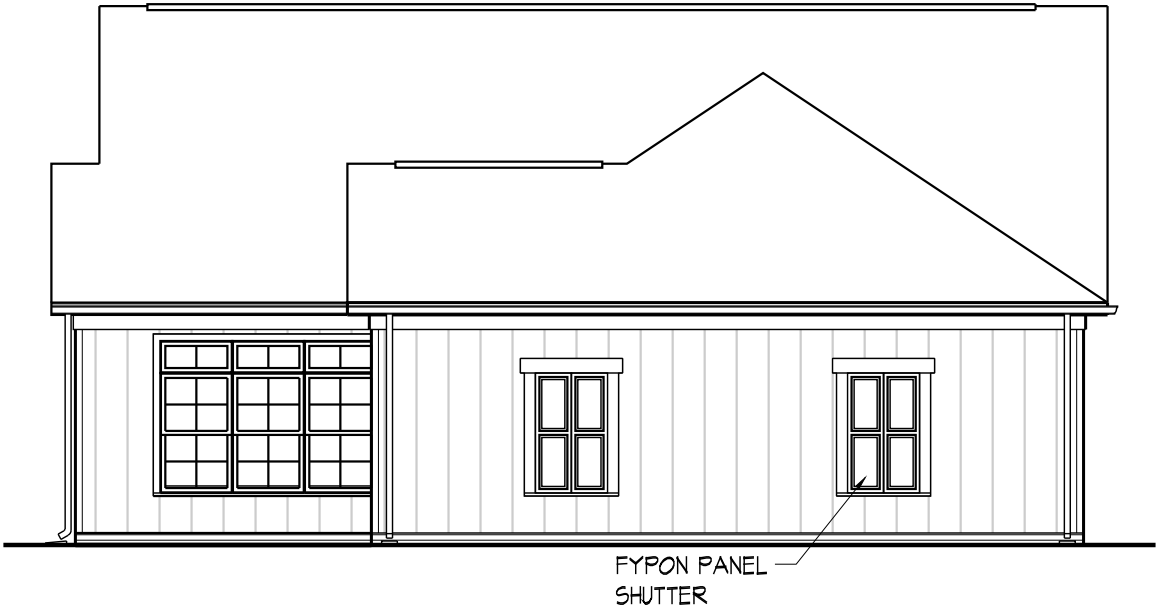
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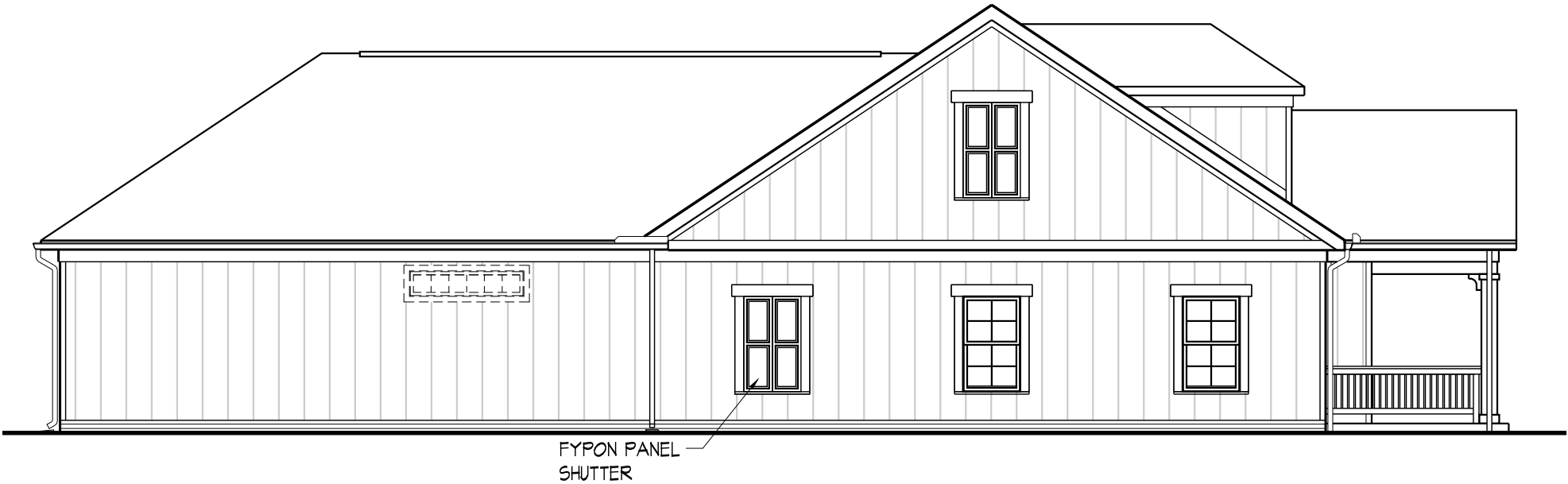
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COURTYARDS AT HAINES CREEK  
UNIT D-2 - PORTICO



**Bonus - Elevation A**

Scale: 1/8" = 1'-0"    ENHANCED REAR



**Bonus - Elevation A**

Scale: 1/8" = 1'-0"    ENHANCED LEFT SIDE

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COURTYARDS AT HAINES CREEK  
UNIT D-2 - PORTICO



○ Bonus - Elevation B  
Scale: 1/8" = 1'-0"

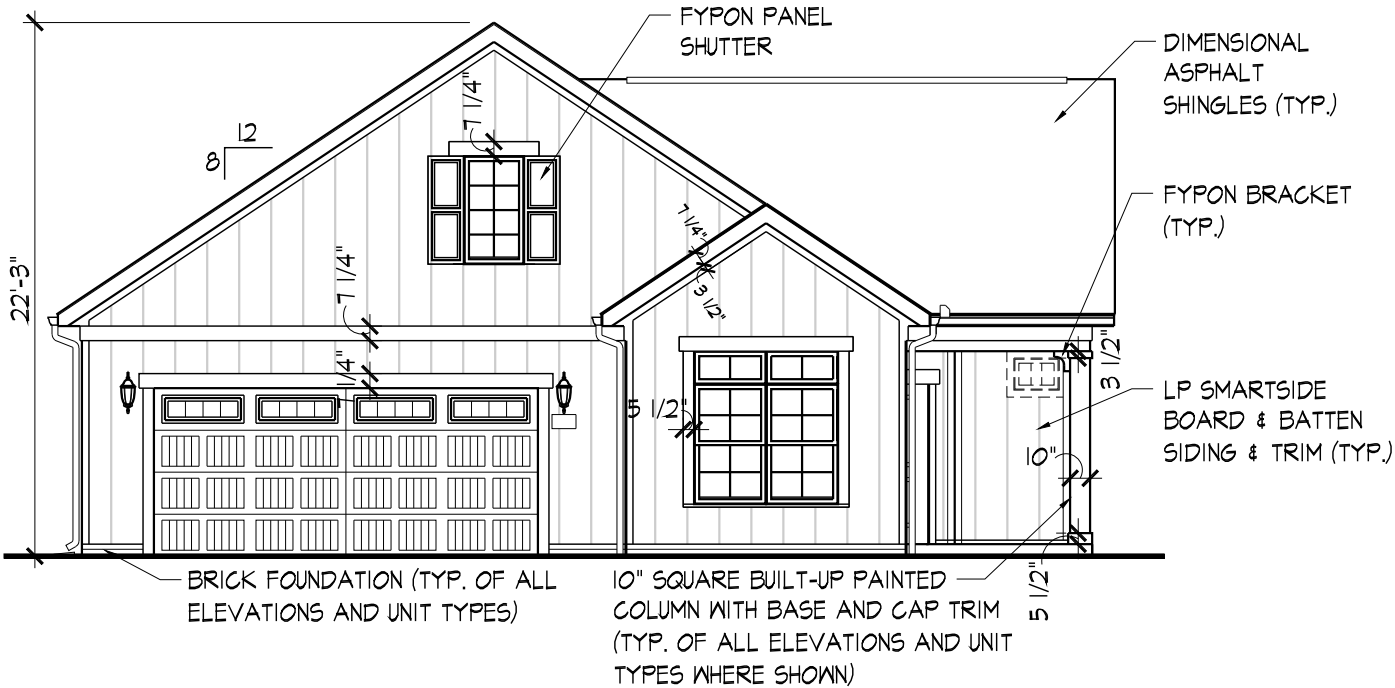
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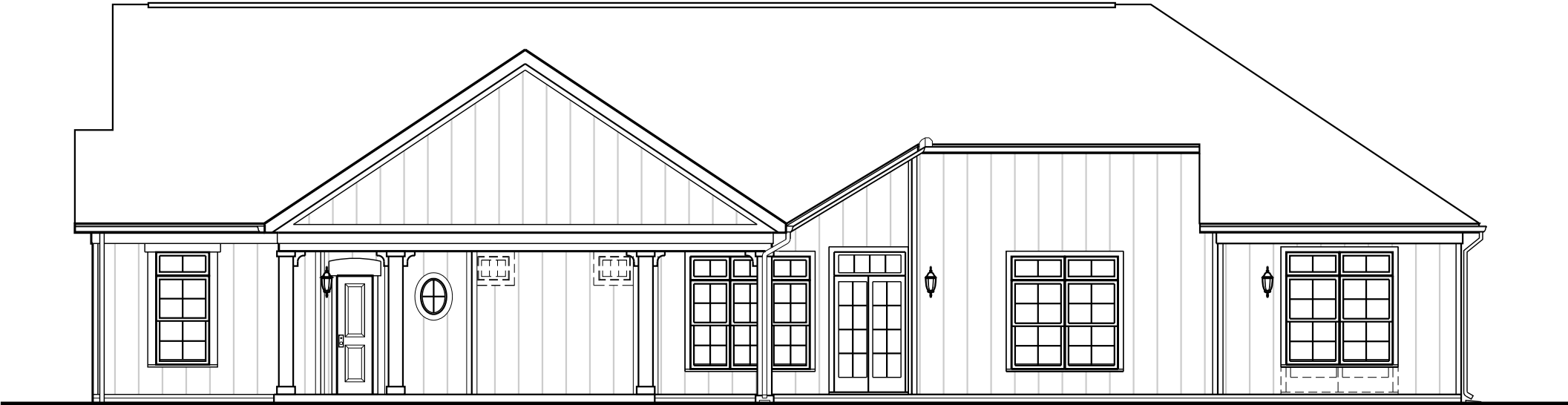
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COURTYARDS AT HAINES CREEK  
UNIT D-3 - PROMENADE



○ **Base - Elevation A**  
Scale: 1/8" = 1'-0" FRONT



○ **Base - Elevation A**  
Scale: 1/8" = 1'-0" RIGHT SIDE

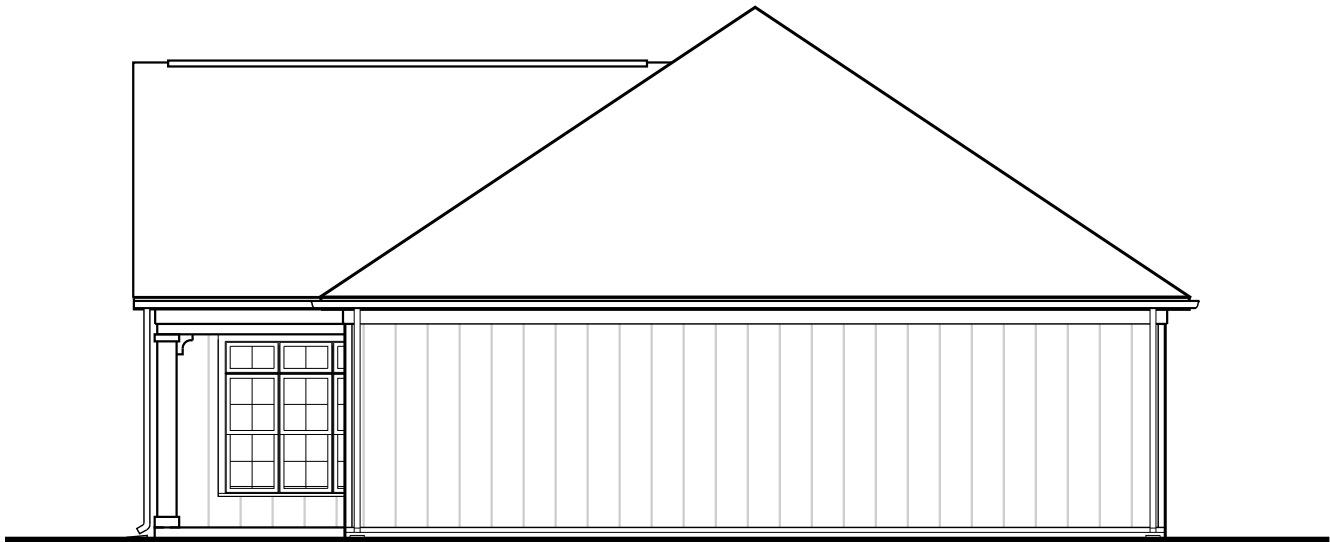
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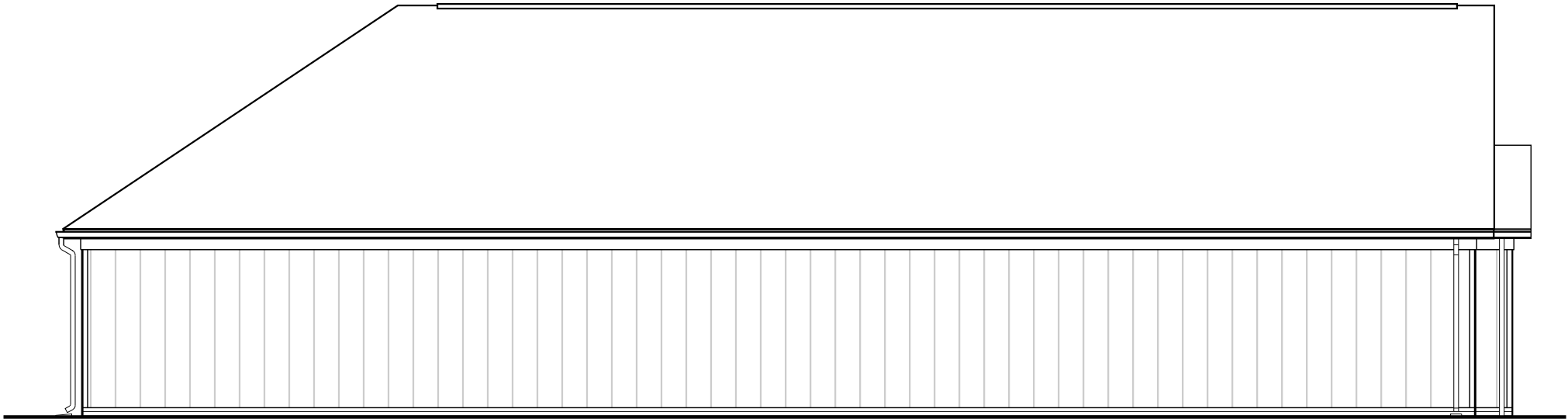
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COURTYARDS AT HAINES CREEK  
UNIT D-3 - PROMENADE



○ Base - Elevation A  
Scale: 1/8" = 1'-0" REAR



○ Base - Elevation A  
Scale: 1/8" = 1'-0" LEFT SIDE

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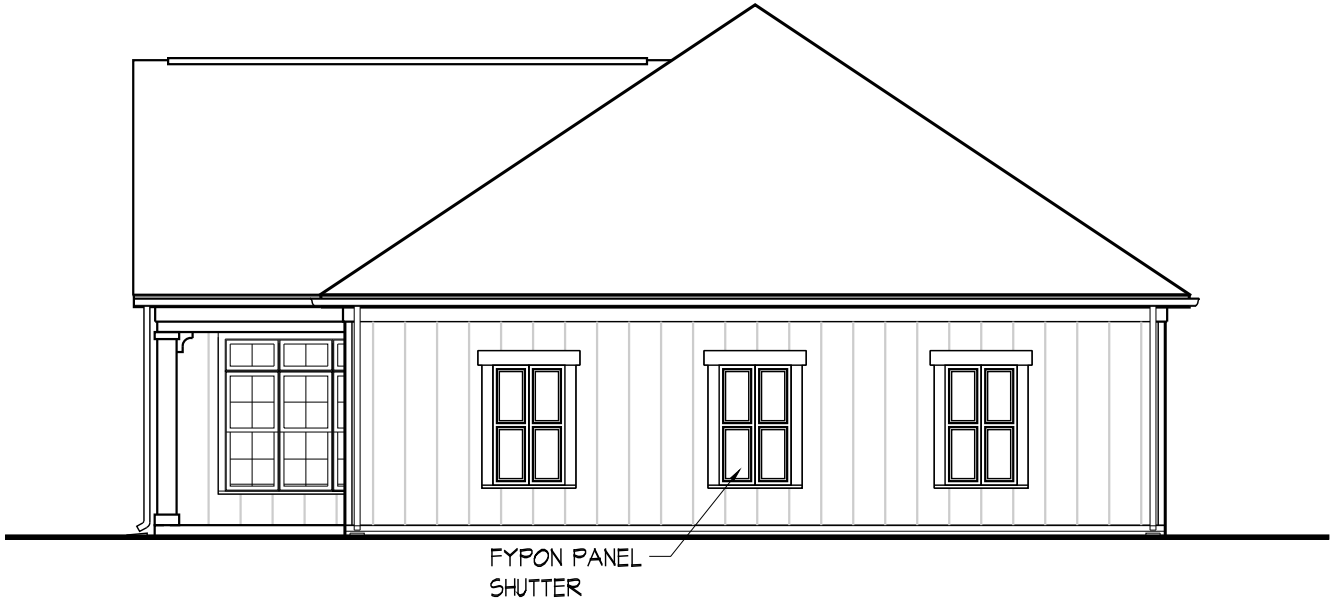
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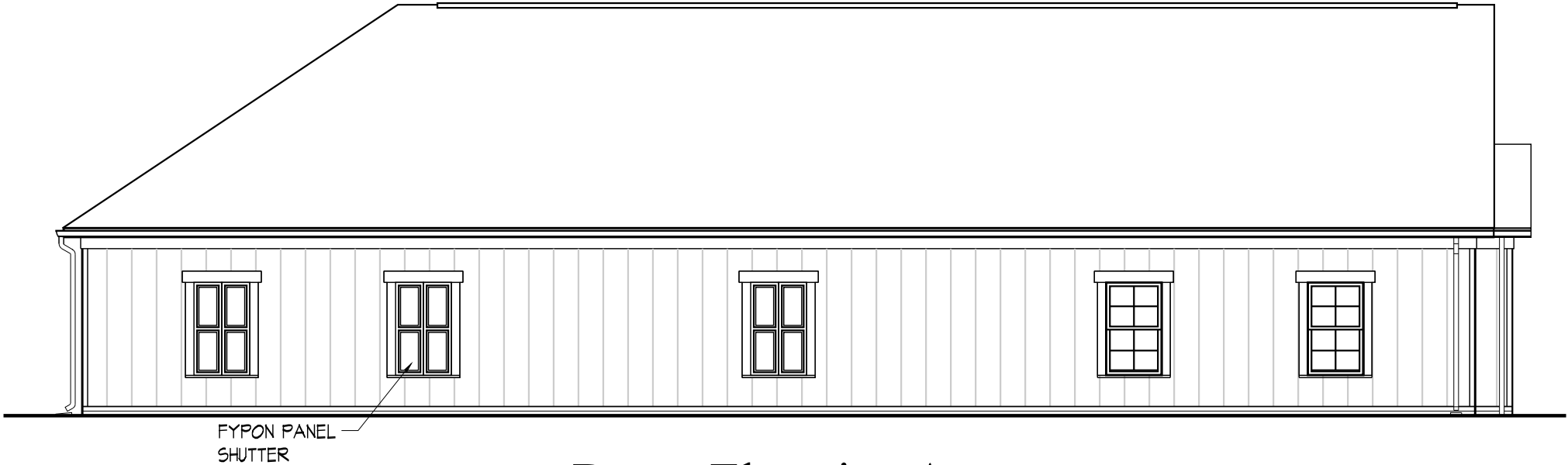
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COURTYARDS AT HAINES CREEK  
UNIT D-3 - PROMENADE



○ **Base - Elevation A**  
Scale: 1/8" = 1'-0"    ENHANCED REAR



○ **Base - Elevation A**  
Scale: 1/8" = 1'-0"    ENHANCED LEFT SIDE

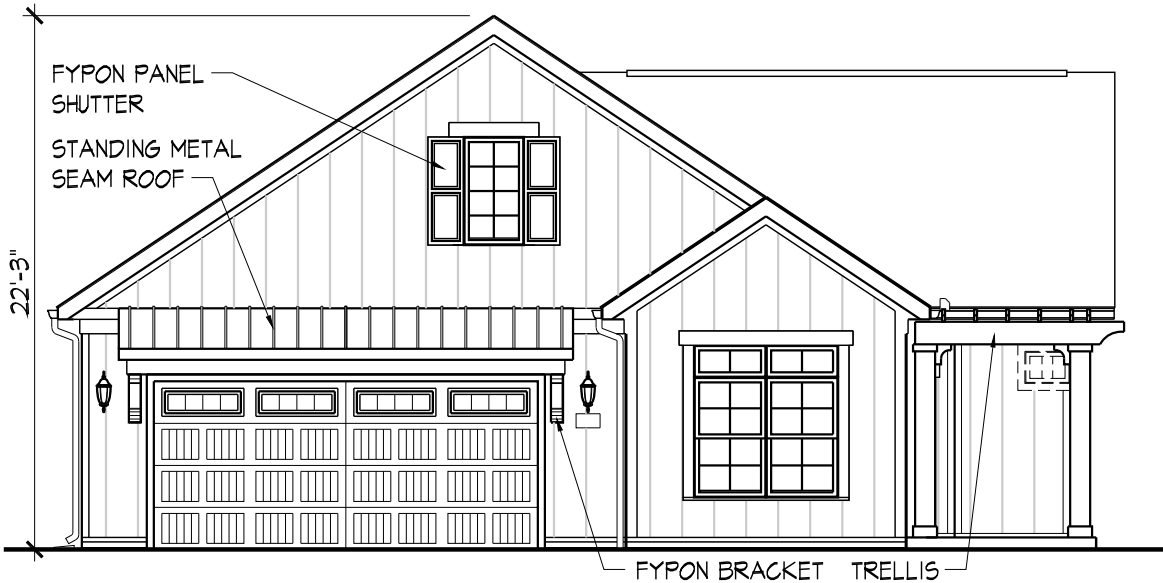
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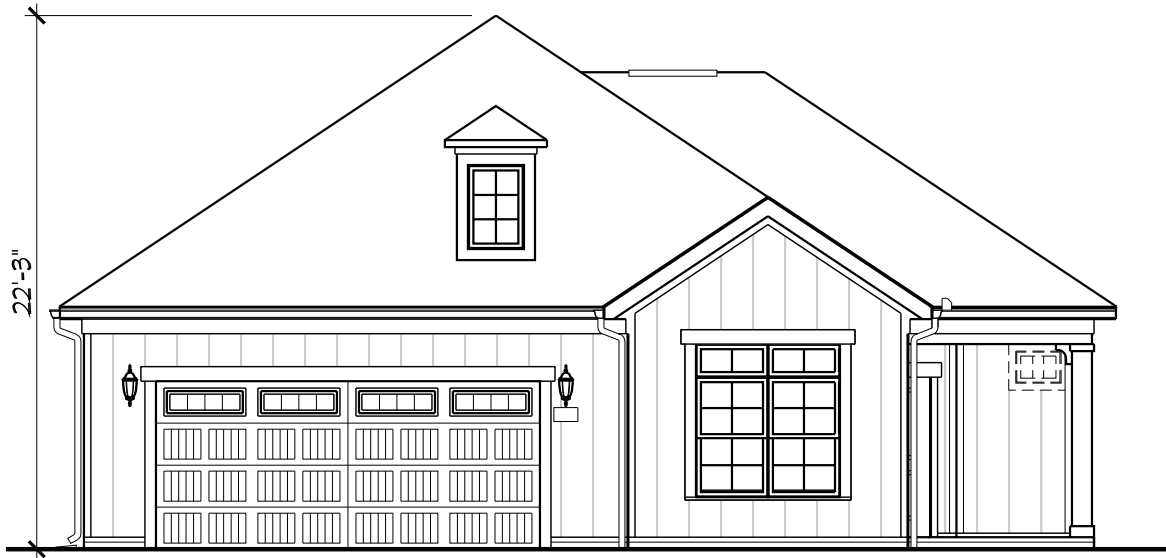
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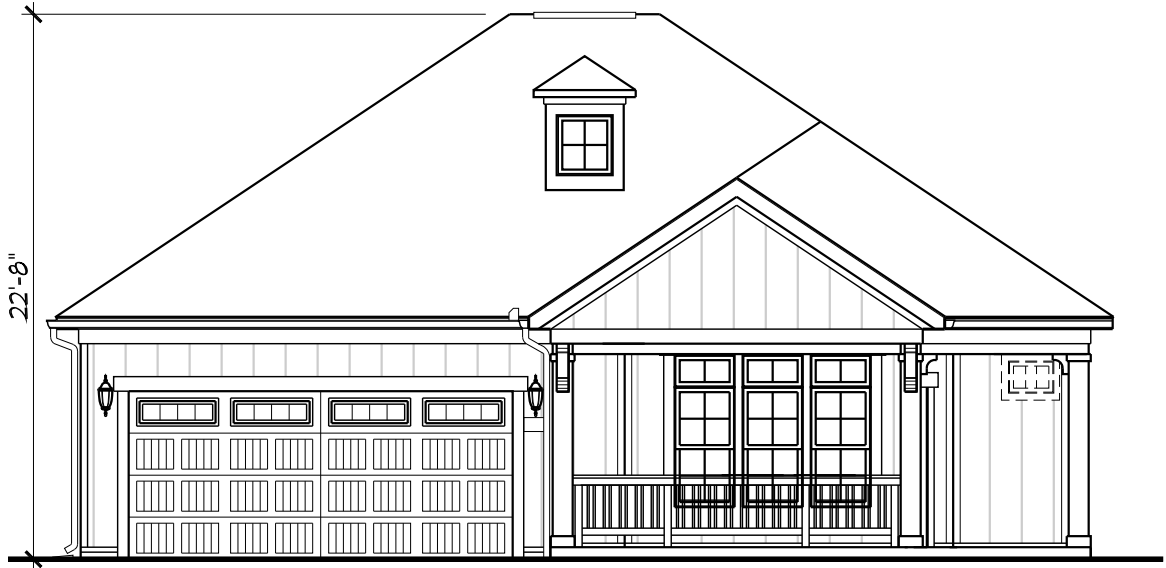
COURTYARDS AT HAINES CREEK  
UNIT D-3 - PROMENADE



○ **Base - Elevation B**  
Scale: 1/8" = 1'-0"



○ **Base - Elevation C**  
Scale: 1/8" = 1'-0"



○ **Base - Elevation D**  
Scale: 1/8" = 1'-0"

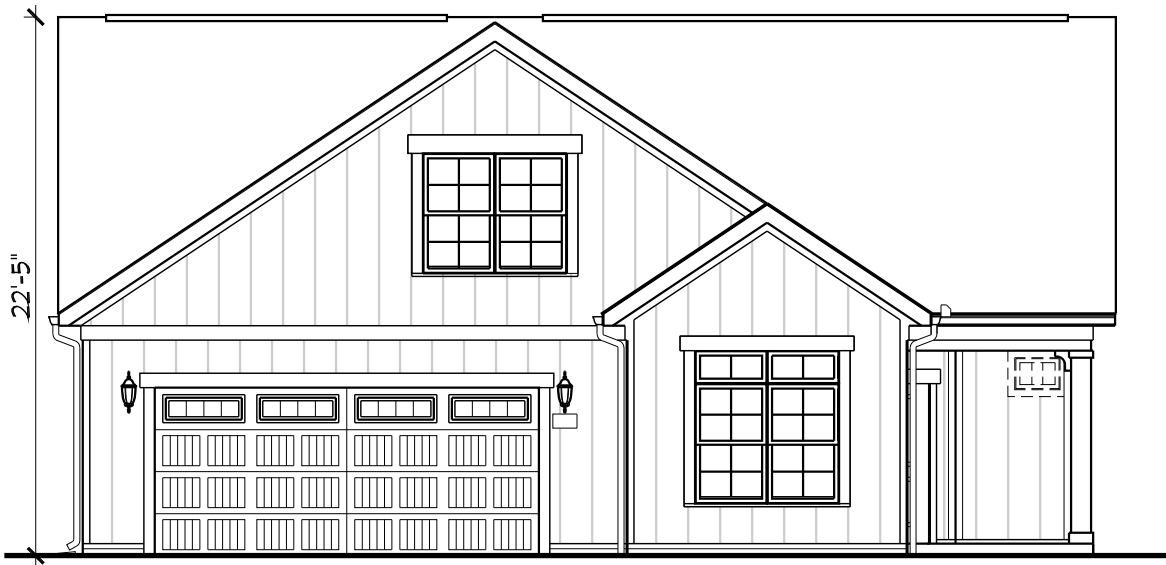
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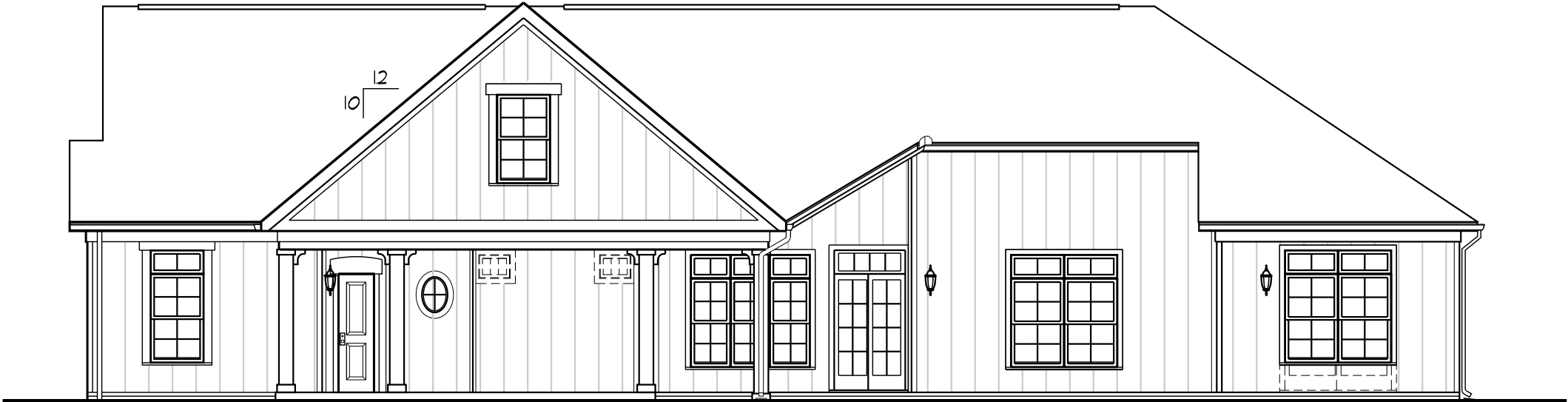
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COURTYARDS AT HAINES CREEK  
UNIT D-3 - PROMENADE



○ Bonus - Elevation A  
Scale: 1/8" = 1'-0" FRONT



○ Bonus - Elevation A  
Scale: 1/8" = 1'-0" RIGHT SIDE

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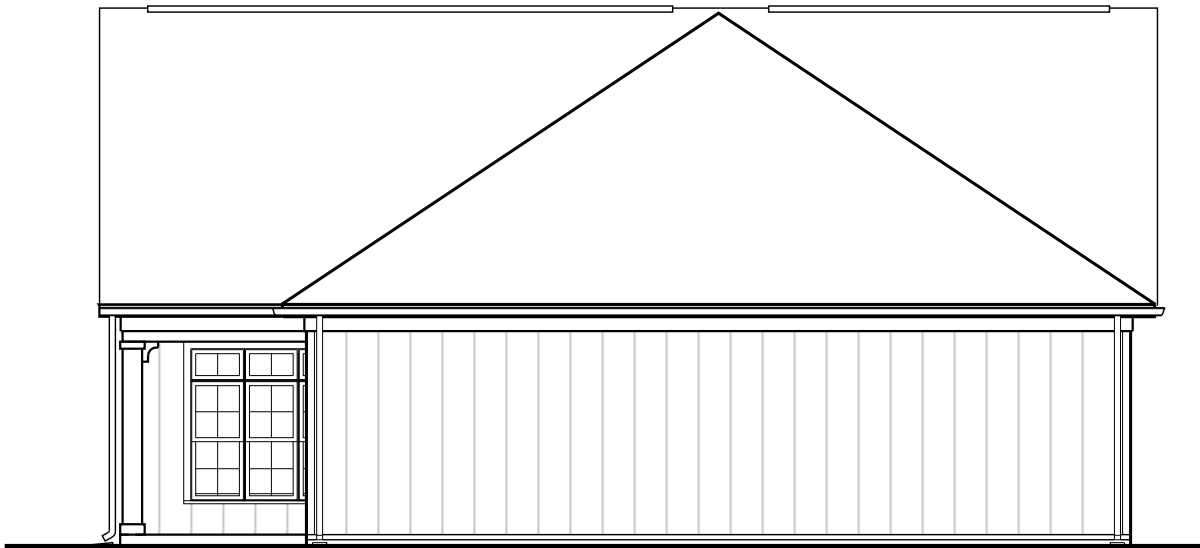
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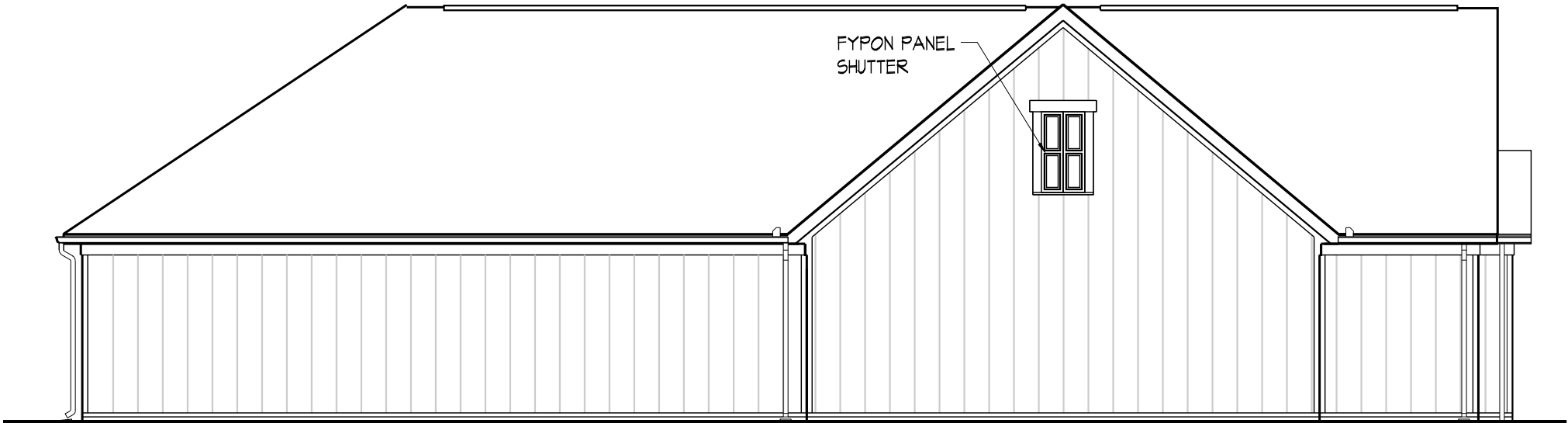
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COURTYARDS AT HAINES CREEK  
UNIT D-3 - PROMENADE



○ Bonus - Elevation A  
Scale: 1/8" = 1'-0" REAR



○ Bonus - Elevation A  
Scale: 1/8" = 1'-0" LEFT SIDE

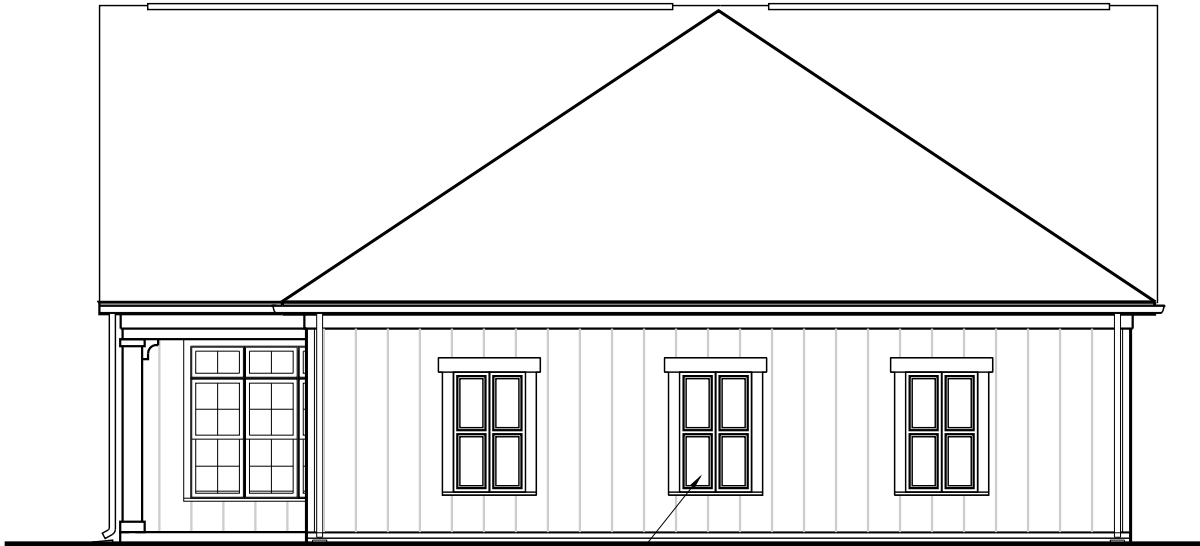
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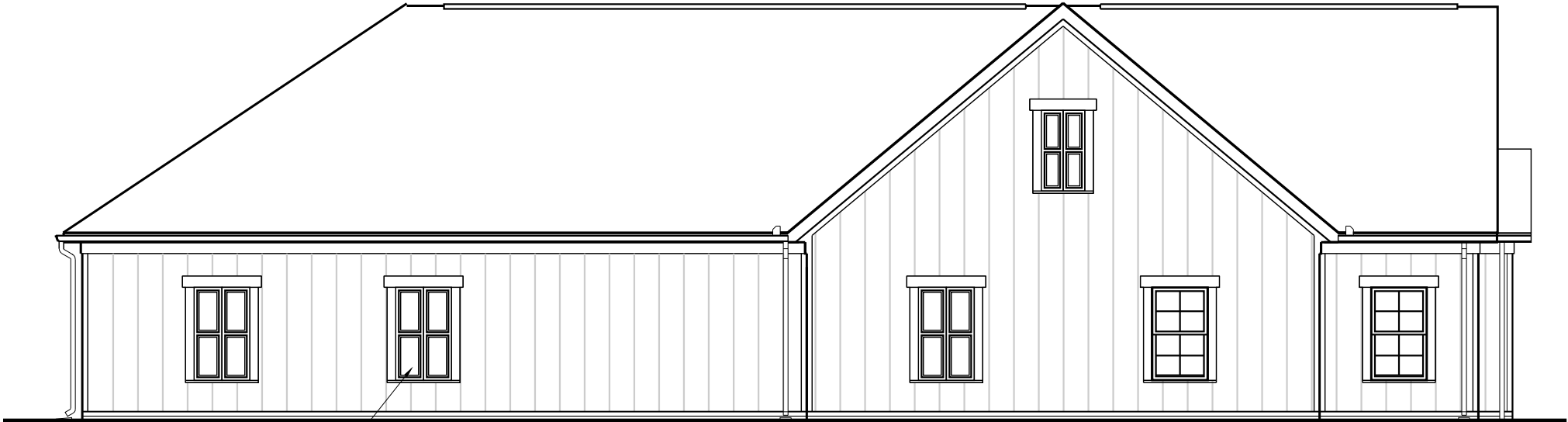
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COURTYARDS AT HAINES CREEK  
UNIT D-3 - PROMENADE



 **Bonus - Elevation A**  
Scale: 1/8" = 1'-0"    ENHANCED REAR



 **Bonus - Elevation A**  
Scale: 1/8" = 1'-0"    ENHANCED LEFT SIDE

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COURTYARDS AT HAINES CREEK  
UNIT D-3 - PROMENADE



○ Bonus - Elevation B  
Scale: 1/8" = 1'-0"

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ISSUE	DESCRIPTION	DATE
01	BUILDER SET	4/11/2023

PROJECT  
PLAN: Provenance  
ELEV: Bonus Elevation A - Enhanced Rear  
LOT:

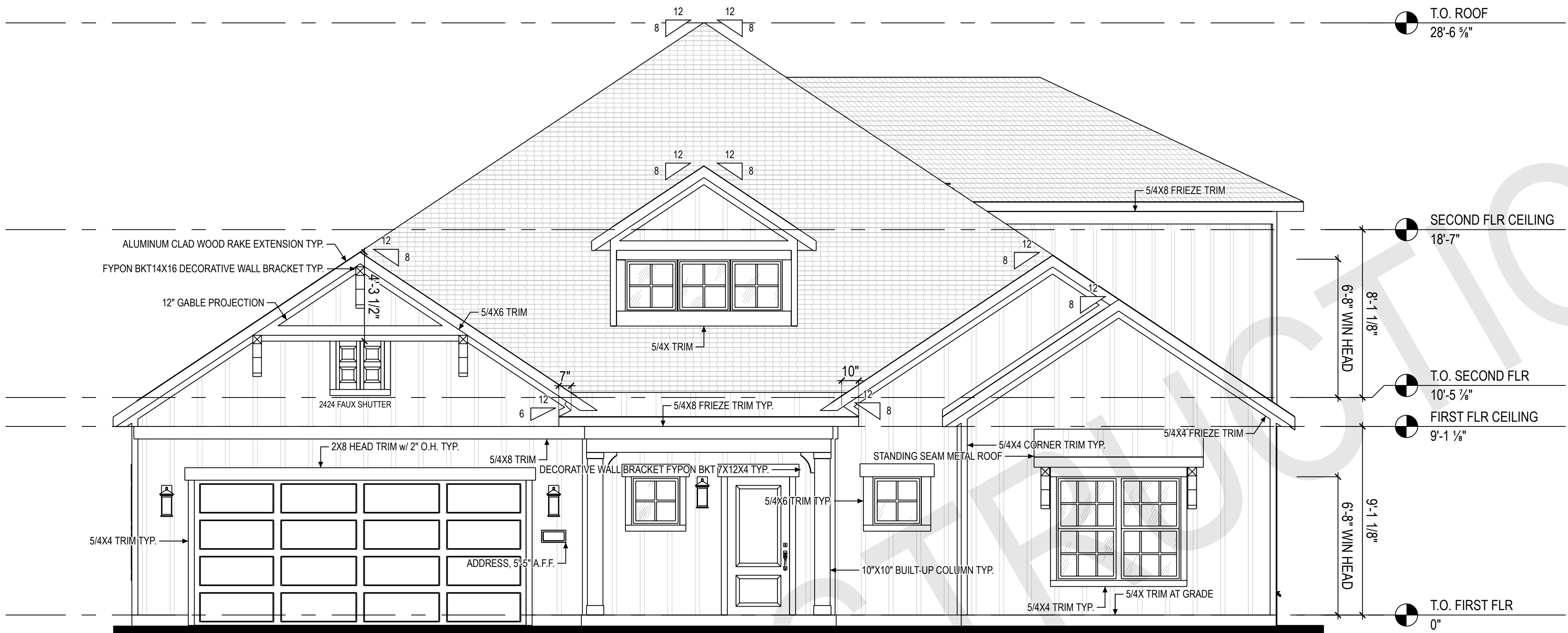
LOT ADDRESS:

DRAWING TITLE  
**FRONT / BACK  
ELEVATION**

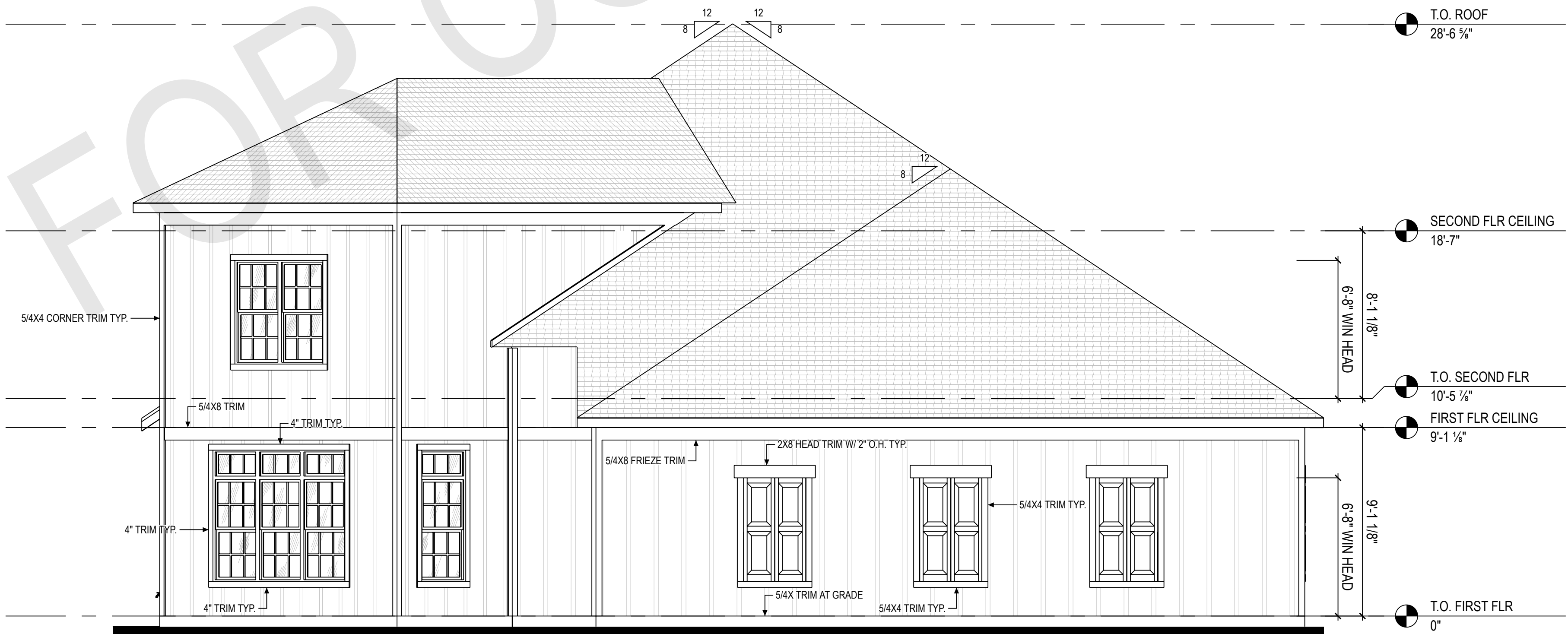
SHEET NUMBER  
**A-200**

NOT FOR CONSTRUCTION

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1 FRONT ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"



2 BACK ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"

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ISSUE	DESCRIPTION	DATE
01	BUILDER SET	4/11/2023

PROJECT  
PLAN: Provenance  
ELEV: Bonus Elevation A - Enhanced Side LOT:

LOT ADDRESS:

DRAWING TITLE

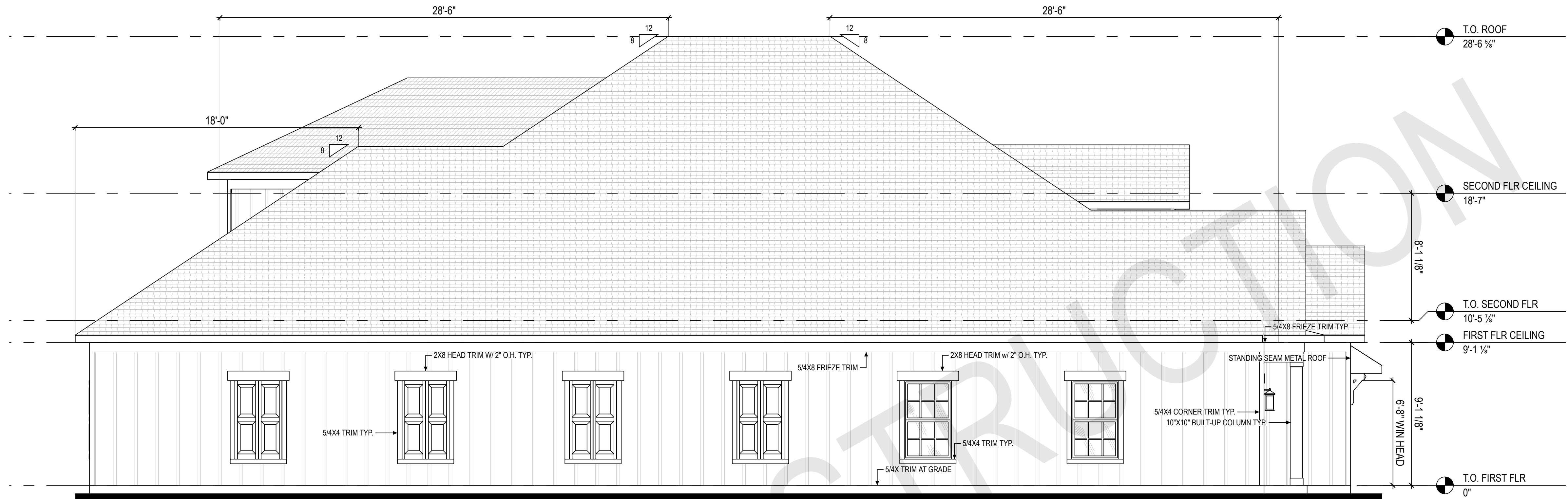
**LEFT / RIGHT  
ELEVATION**

SHEET NUMBER

**A-201**

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**1** LEFT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"



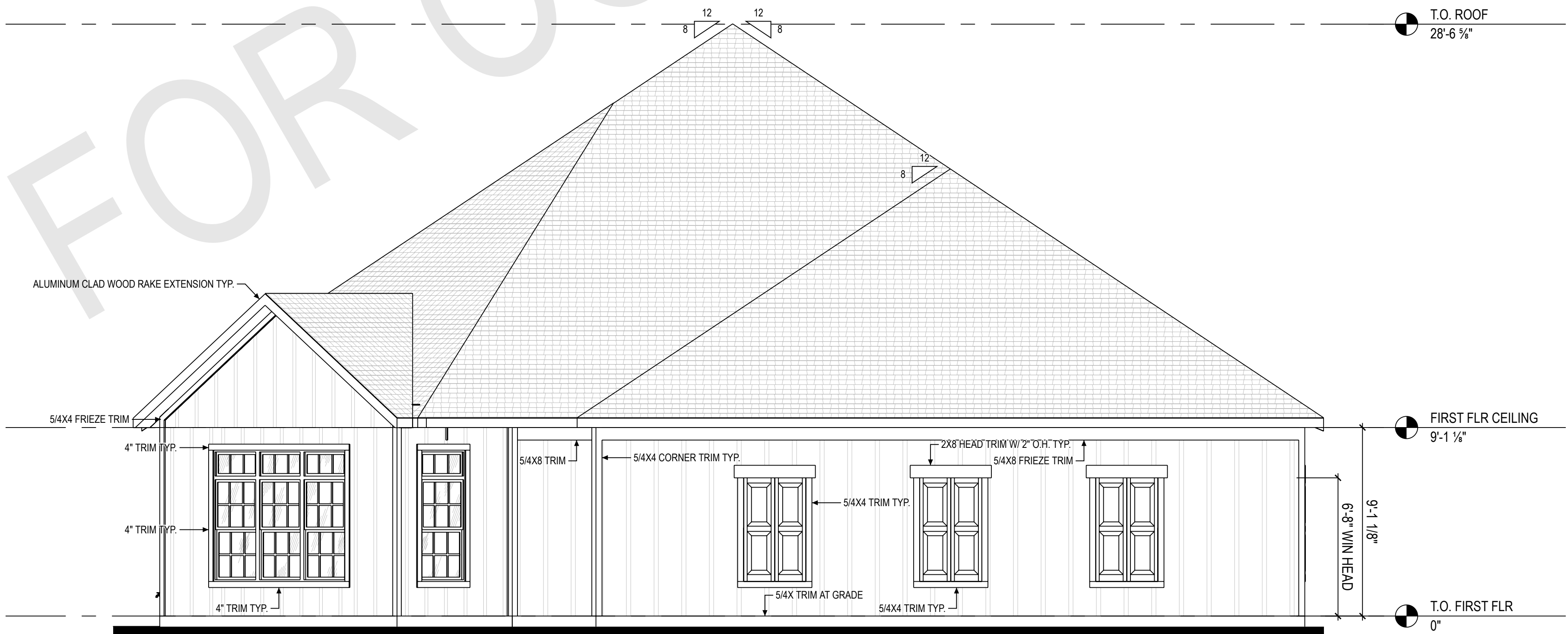
**2** RIGHT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"



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1 FRONT ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"



2 BACK ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"

ISSUE	DESCRIPTION	DATE
01	BUILDER SET	4/11/2023

PROJECT  
PLAN: Provenance  
ELEV: Ranch Elevation A - Enhanced Rear  
LOT:

LOT ADDRESS:

DRAWING TITLE  
**FRONT / BACK  
ELEVATION**

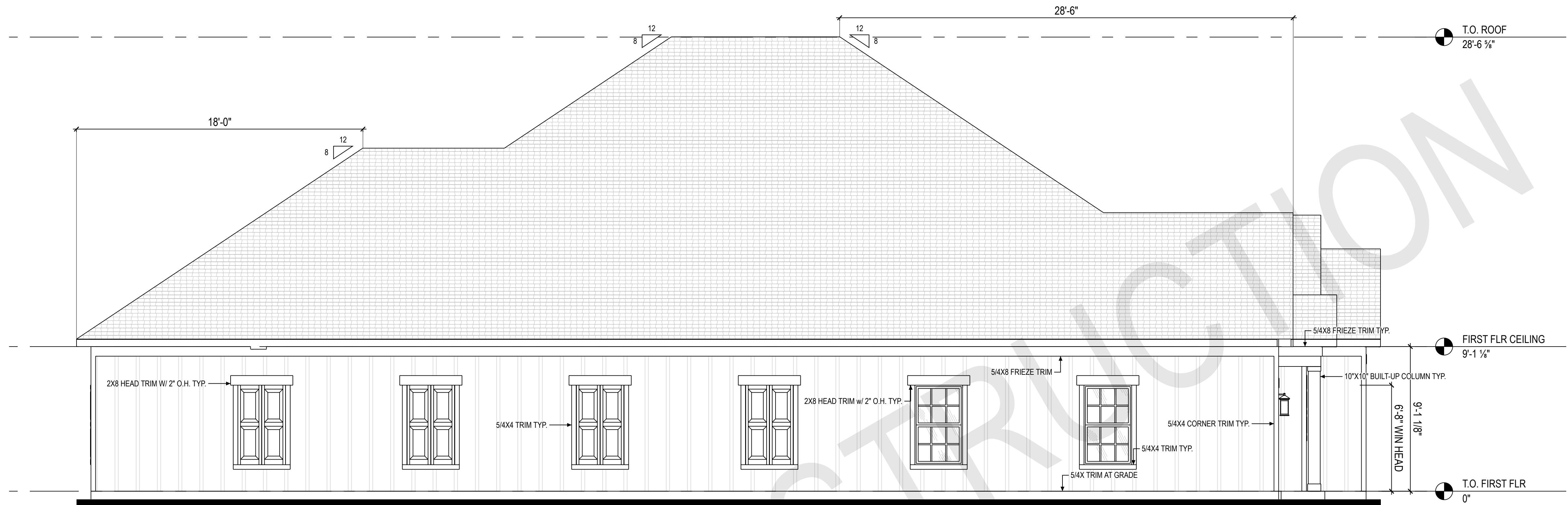
SHEET NUMBER  
**A-200**

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1 LEFT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"



2 RIGHT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"

ISSUE	DESCRIPTION	DATE
01	BUILDER SET	4/11/2023

PROJECT  
PLAN: Provenance  
ELEV: Ranch Elevation A - Enhanced Side  
LOT:

LOT ADDRESS:

DRAWING TITLE  
**LEFT / RIGHT  
ELEVATION**

SHEET NUMBER  
**A-201**

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ISSUE	DESCRIPTION	DATE
01	BUILDER SET	4/11/2023

PROJECT  
PLAN: Provenance  
ELEV: Ranch Elevation B - Enhanced Rear  
LOT:

LOT ADDRESS:

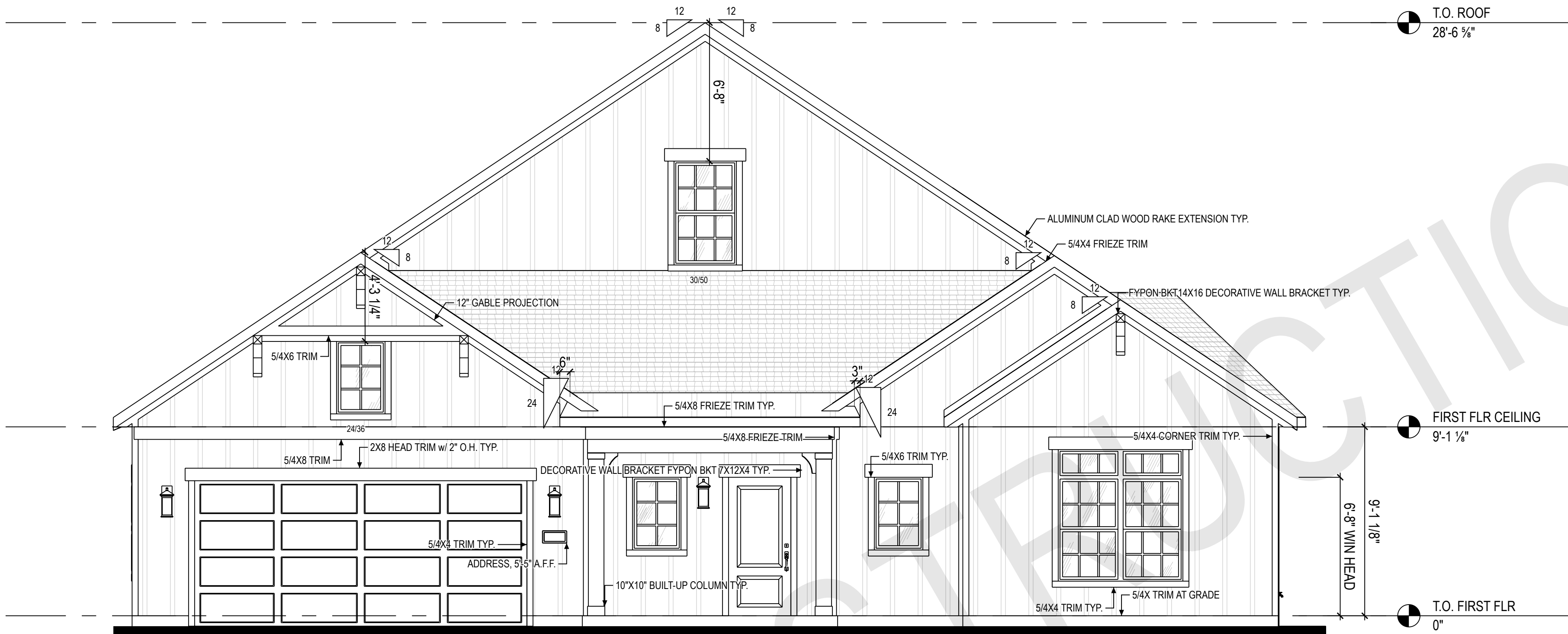
DRAWING TITLE  
**FRONT / BACK  
ELEVATION**

SHEET NUMBER

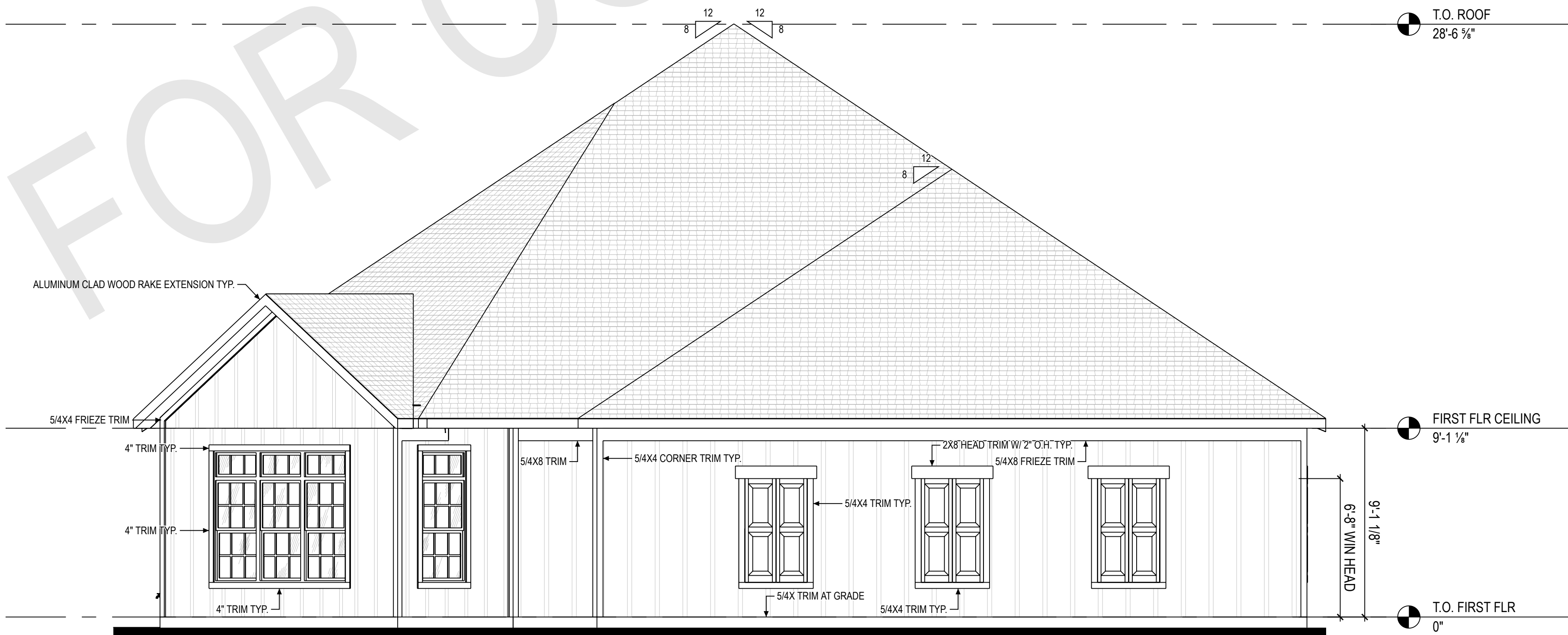
**A-200**

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1 FRONT ELEV  
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1/4" = 1'-0" @ 22" x 34"



2 BACK ELEV  
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1/4" = 1'-0" @ 22" x 34"



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ISSUE	DESCRIPTION	DATE
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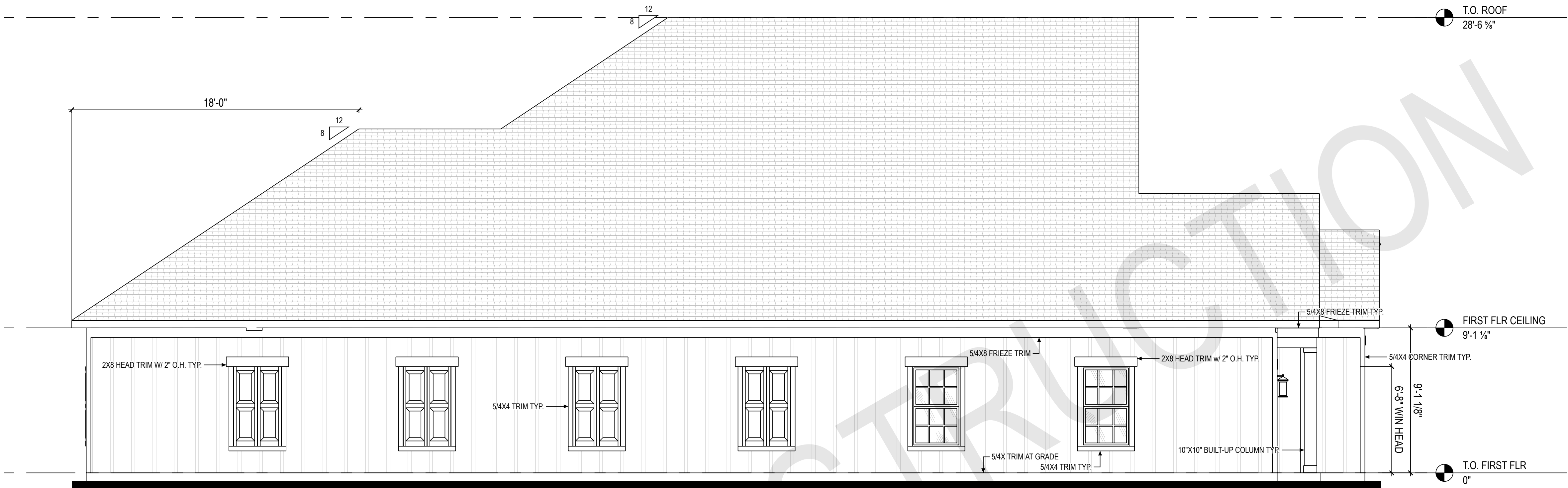
PROJECT  
PLAN: Provenance  
ELEV: Ranch Elevation B - Enhanced Side Lot:  
LOT ADDRESS:

DRAWING TITLE  
**LEFT / RIGHT ELEVATION**

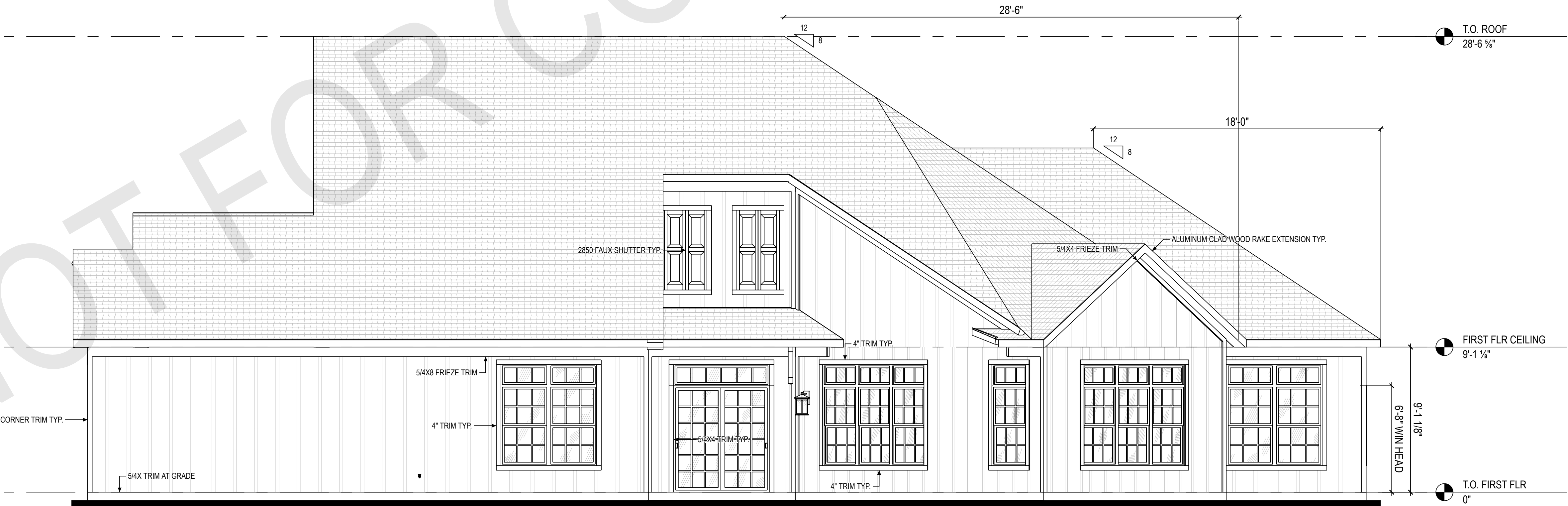
SHEET NUMBER  
**A-201**

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**1** LEFT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"



**2** RIGHT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"



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ISSUE	DESCRIPTION	DATE
01	BUILDER SET	4/11/2023

PROJECT  
PLAN: Provenance  
ELEV: Ranch Elevation C - Enhanced Rear  
LOT:

LOT ADDRESS:

DRAWING TITLE  
**FRONT / BACK  
ELEVATION**

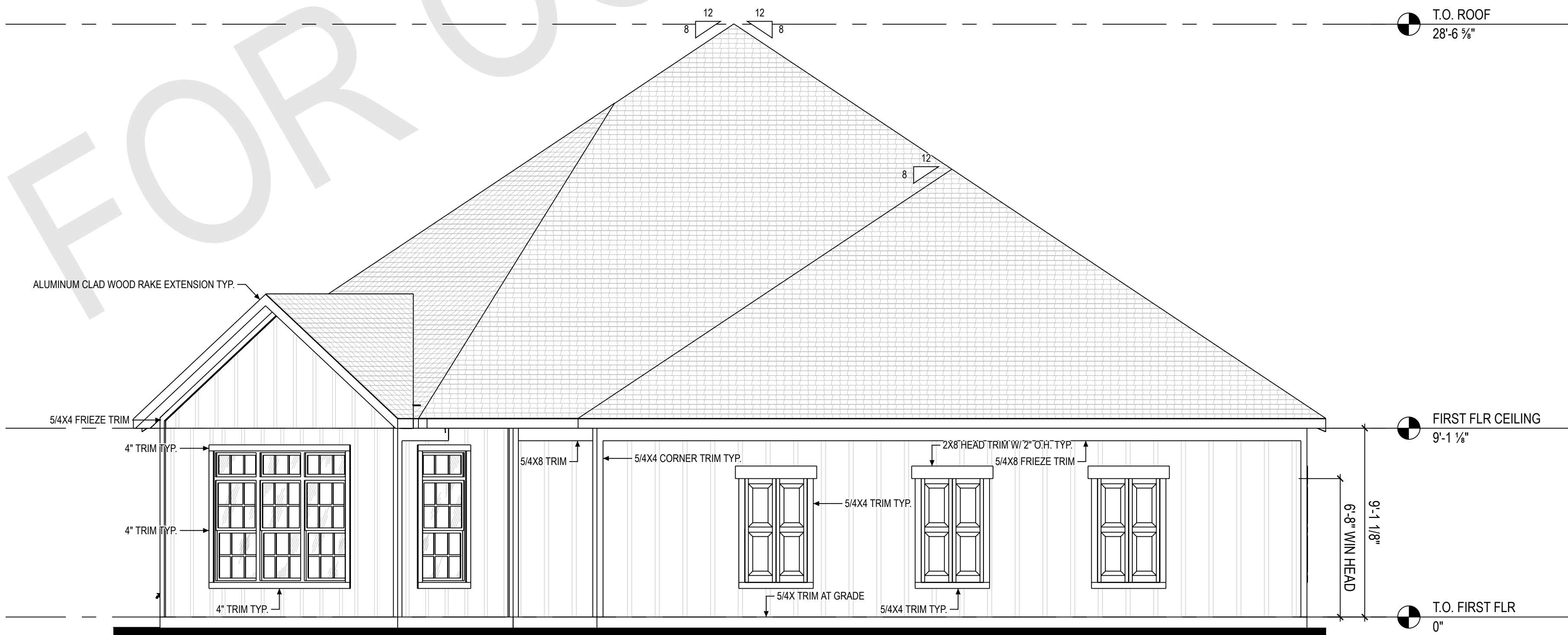
SHEET NUMBER  
**A-200**

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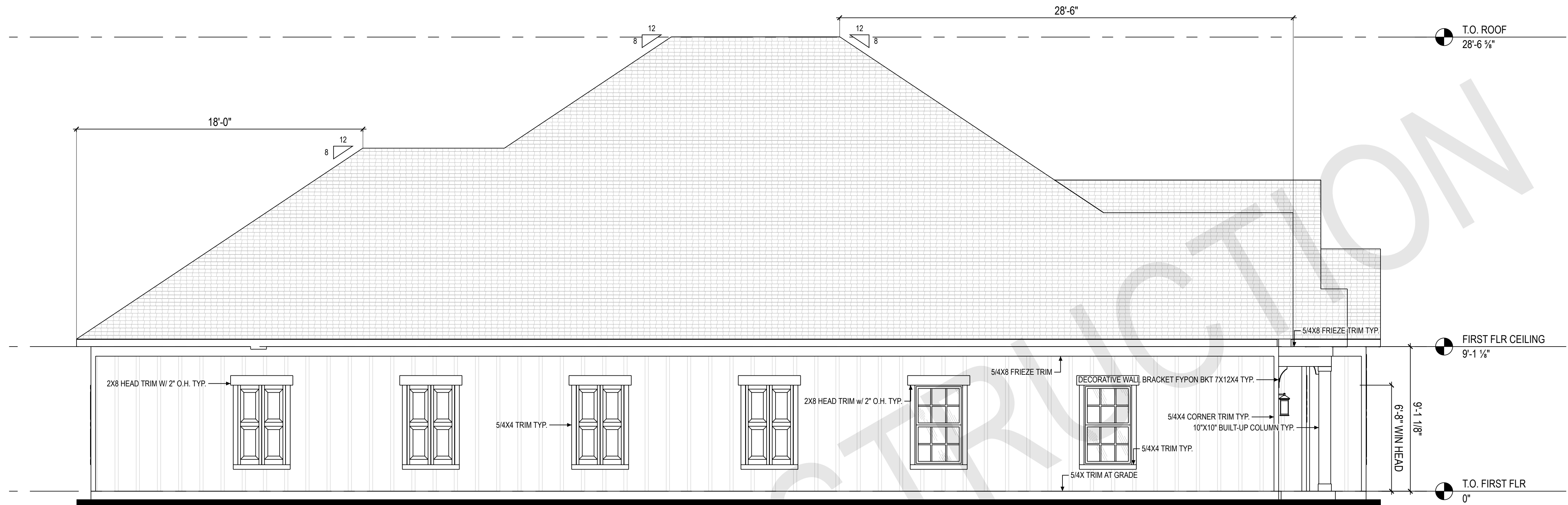


1 FRONT ELEV  
A-200  
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2 BACK ELEV  
A-200  
1/4" = 1'-0" @ 22" x 34"

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1 LEFT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"



2 RIGHT ELEV  
A-201  
1/4" = 1'-0" @ 22" x 34"

ISSUE	DESCRIPTION	DATE
01	BUILDER SET	4/11/2023

PROJECT  
PLAN: Provenance  
ELEV: Ranch Elevation C - Enhanced Side  
LOT:

LOT ADDRESS:

DRAWING TITLE  
**LEFT / RIGHT  
ELEVATION**

SHEET NUMBER  
**A-201**

NOT FOR CONSTRUCTION

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BEDFORD





CLAY





HAVEN





PALAZZO





PORTICO





PROMENADE





PROVENANCE



SC-1			
Material	Manufacturer	Color Name	Code
Shingles	Certainteed	Moire Black	
Windows	Jeld-Wen	Black	
Garage Door	Wayne Dalton - Steel 9100 Series	White	
Primary Siding - LP Lap / Board & Batten	Sherwin Williams	Needlepoint Navy	SW0032
Siding Accent Areas - LP Lap / Board & Batten	Sherwin Williams	Classic Light Buff	SW0050
Front Door	Sherwin Williams	Dutch Tile Blue	SW0031
Trim & Fypon Accents	Sherwin Williams	Classic Light Buff	SW0050
Gutters & Downspouts	Union Corrugating Company	White	
Metal Roofs	Union Corrugating Company	Black	
Aluminum Fencing	4' Tall - Front & Sides	Black	
Vinyl Fencing	USA Vinyl - 6' Privacy	White	

SC-2			
Material	Manufacturer	Color Name	Code
Shingles	Certainteed	Moire Black	
Windows	Jeld-Wen	Black	
Garage Door	Wayne Dalton - Steel 9100 Series	White	
Primary Siding - LP Lap / Board & Batten	Sherwin Williams	Classic French Gray	SW0077
Siding Accent Areas - LP Lap / Board & Batten	Sherwin Williams	Classic Light Buff	SW0050
Front Door	Sherwin Williams	Rookwood Shutter Green	SW2809
Trim & Fypon Accents	Sherwin Williams	Classic Light Buff	SW0050
Gutters & Downspouts	Union Corrugating Company	White	
Metal Roofs	Union Corrugating Company	Black	
Aluminum Fencing	4' Tall - Front & Sides	Black	
Vinyl Fencing	USA Vinyl - 6' Privacy	White	

SC-3			
Material	Manufacturer	Color Name	Code
Shingles	Certainteed	Moire Black	
Windows	Jeld-Wen	Black	
Garage Door	Wayne Dalton - Steel 9100 Series	White	
Primary Siding - LP Lap / Board & Batten	Sherwin Williams	Classic Light Buff	SW0050
Siding Accent Areas - LP Lap / Board & Batten	Sherwin Williams	Classic Light Buff	SW0050
Front Door	Sherwin Williams	Westchester Gray	SW2849
Trim & Fypon Accents	Sherwin Williams	Classic Light Buff	SW0050
Gutters & Downspouts	Union Corrugating Company	White	
Metal Roofs	Union Corrugating Company	Black	
Aluminum Fencing	4' Tall - Front & Sides	Black	
Vinyl Fencing	USA Vinyl - 6' Privacy	White	

SC-4			
Material	Manufacturer	Color Name	Code
Shingles	Certainteed	Moire Black	
Windows	Jeld-Wen	Black	
Garage Door	Wayne Dalton - Steel 9100 Series	White	
Primary Siding - LP Lap / Board & Batten	Sherwin Williams	Westchester Gray	SW2849
Siding Accent Areas - LP Lap / Board & Batten	Sherwin Williams	Classic Light Buff	SW0050
Front Door	Sherwin Williams	Needlepoint Navy	SW0032
Trim & Fypon Accents	Sherwin Williams	Classic Light Buff	SW0050
Gutters & Downspouts	Union Corrugating Company	White	
Metal Roofs	Union Corrugating Company	Black	
Aluminum Fencing	4' Tall - Front & Sides	Black	
Vinyl Fencing	USA Vinyl - 6' Privacy	White	



# Epcon New Albany Schemes



## Farmhouse Scheme 1

- 1 Body
- 2 Secondary Body
- 3 Trim
- 4 Door
- Metal Roof
- Roof Shingle
- Windows
- Gutters & Downspouts
- Porch Railings
- Garage Door

SW 0032 Needlepoint Navy  
 SW 2821 Downing Stone  
 SW 0050 Classic Light Buff  
 SW 0031 Dutch Tile Blue  
 Black  
 Black  
 Black  
 Graphite  
 Black  
 White

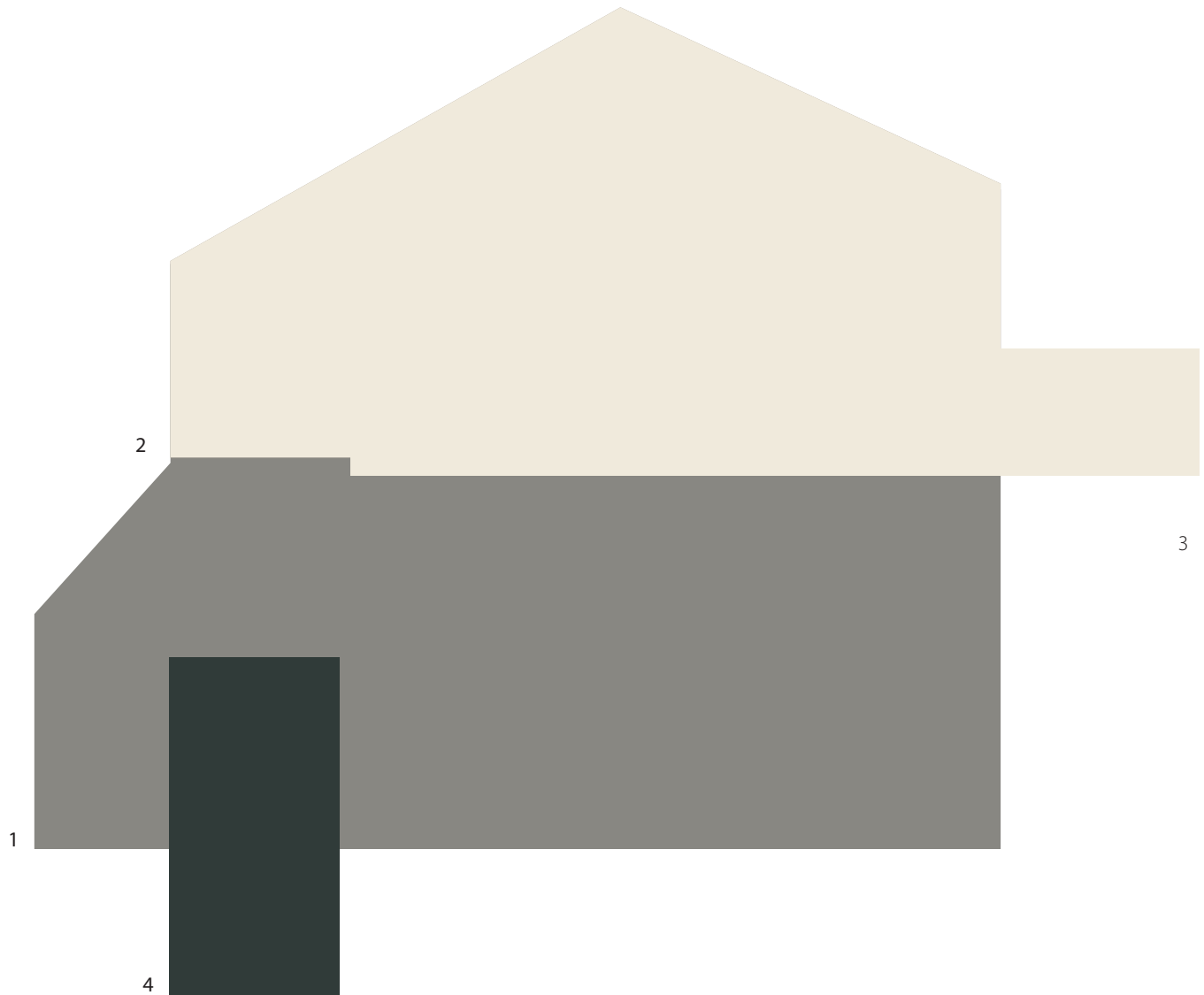
Brick

Dover White



**EPCON**®  
COMMUNITIES

# Epcon New Albany Schemes



## Farmhouse Scheme 2

- 1 Body
- 2 Secondary Body
- 3 Trim
- 4 Door
- Metal Roof
- Roof Shingle
- Windows
- Gutters & Downspouts
- Porch Railings
- Garage Door

SW 0077 Classic French Gray  
 SW 0023 Pewter Tankard  
 SW 0050 Classic Light Buff  
 SW 2809 Rookwood Shutter Green  
 Black  
 Black  
 Black  
 White  
 White  
 White

Brick

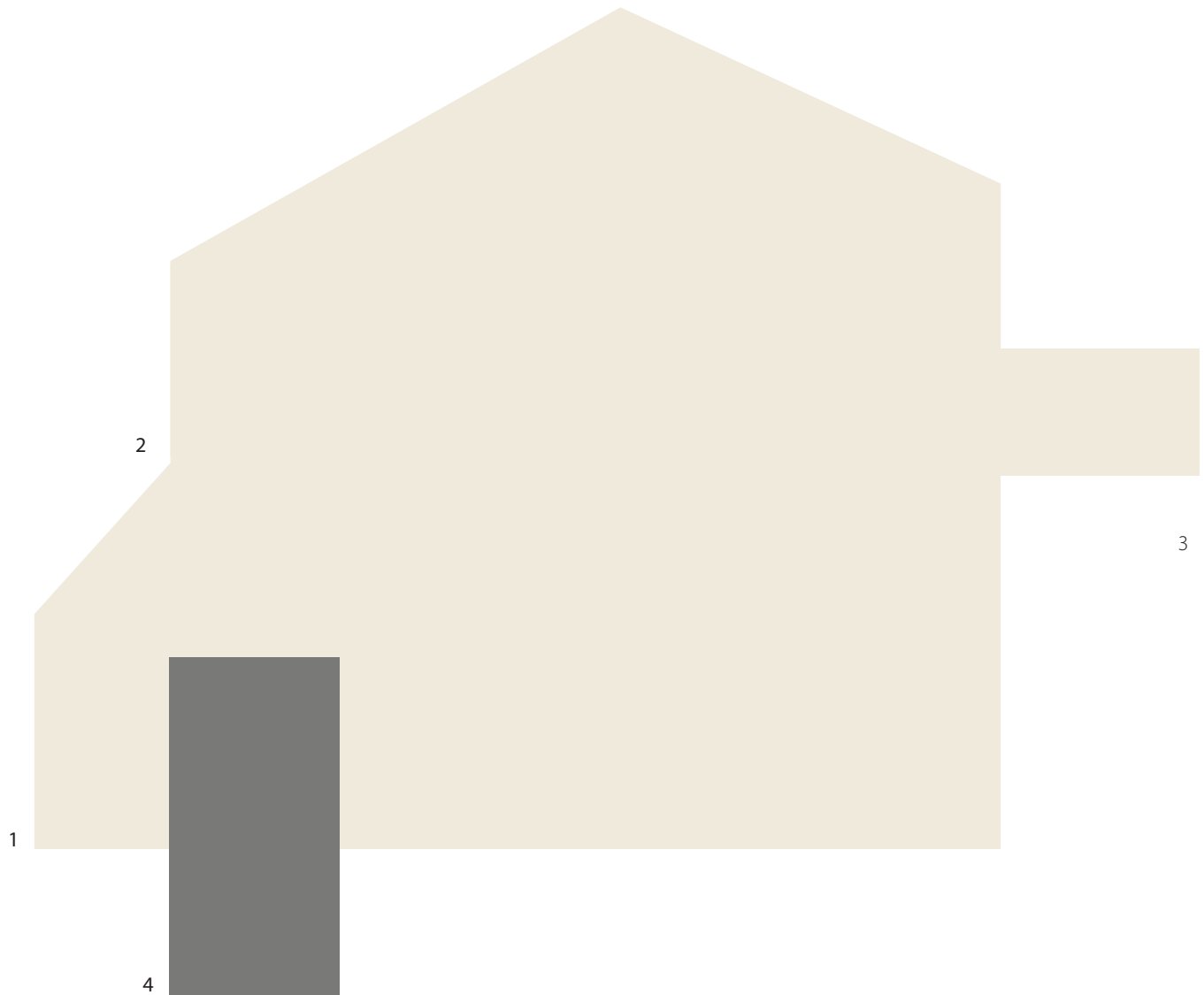
Dover White



**EPCON**®  
COMMUNITIES



# Epcon New Albany Schemes



## Farmhouse Scheme 3

- 1 Body
- 2 Secondary Body
- 3 Trim
- 4 Door
- Metal Roof
- Roof Shingle
- Windows
- Gutters & Downspouts
- Porch Railings
- Garage Door

SW 0050 Classic Light Buff  
 SW 0050 Classic Light Buff  
 SW 0050 Classic Light Buff  
 SW 2849 Westchester Gray  
 Black  
 Black  
 Black  
 White  
 White  
 White

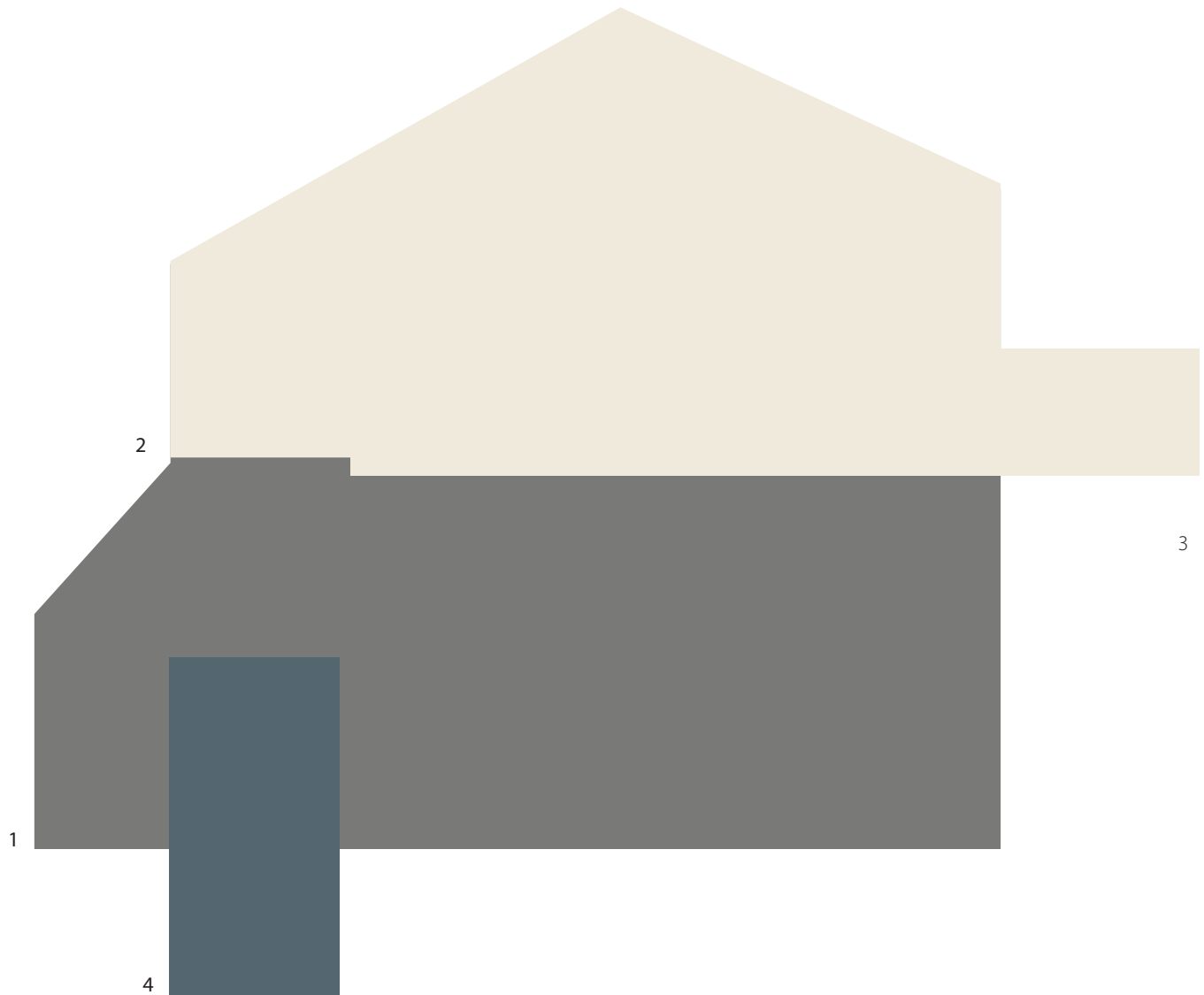
Brick

Dover White



**EPCON**®  
COMMUNITIES

# Epcon New Albany Schemes



## Farmhouse Scheme 4

- 1 Body
- 2 Secondary Body
- 3 Trim
- 4 Door
- Metal Roof
- Roof Shingle
- Windows
- Gutters & Downspouts
- Porch Railings
- Garage Door

SW 2849 Westchester Gray  
 SW 0050 Classic Light Buff  
 SW 0050 Classic Light Buff  
 SW 0032 Needlepoint Navy  
 Black  
 Black  
 Black  
 White  
 White  
 White

Brick

Dover White



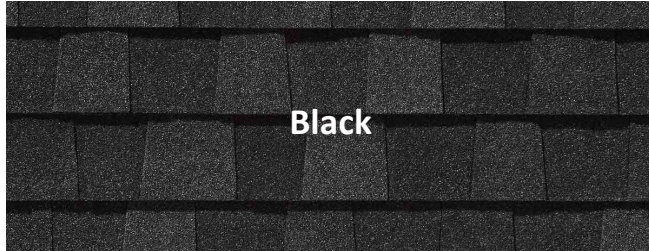
**EPCON**®  
COMMUNITIES



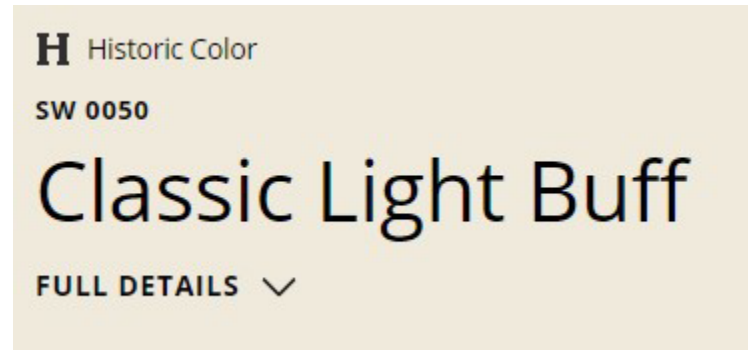
## Haines Creek Colors – Epcon Communities

### Scheme #1

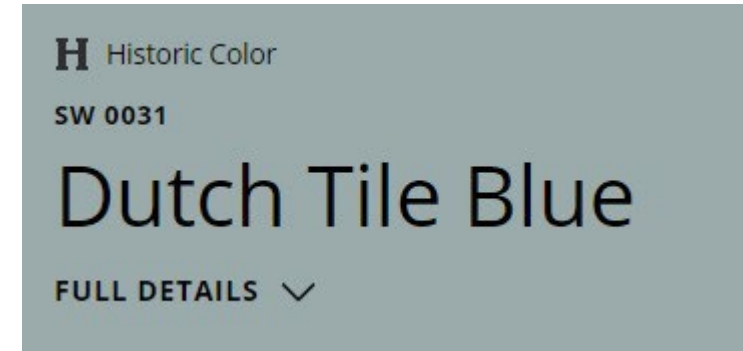
Shingles



Trim & Windows



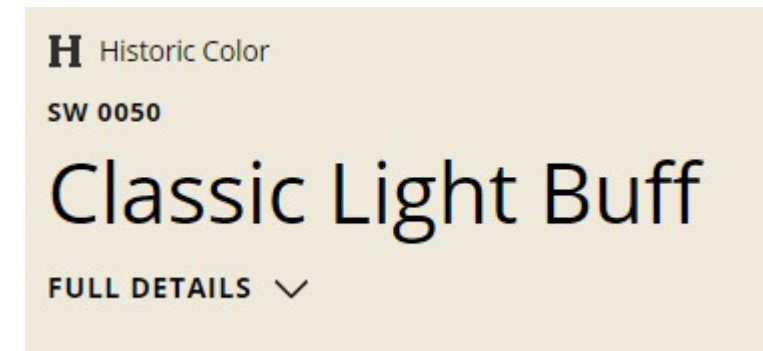
Front Door & Shutters



Garage Door



Siding Main



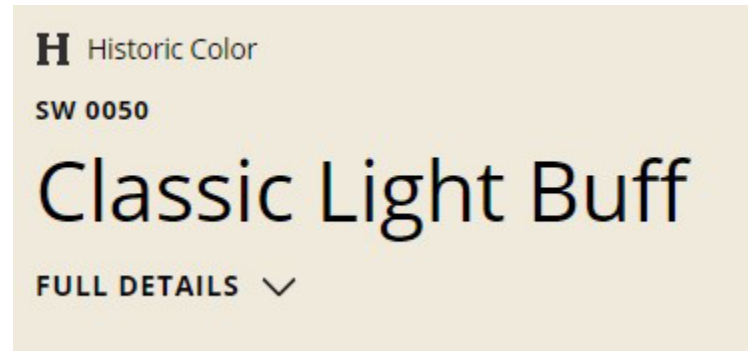
Siding Accent

Haines Creek Colors – Epcon Communities  
Scheme #2

Shingles



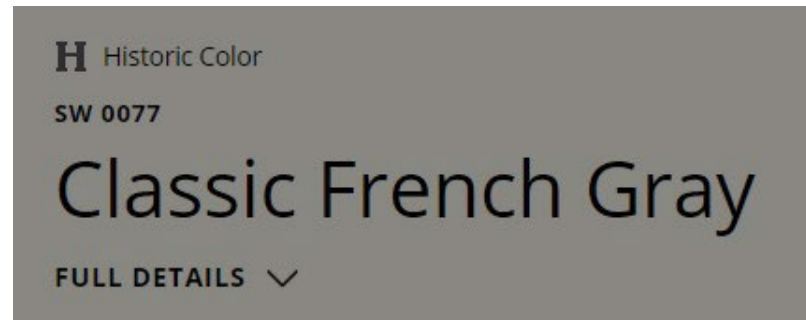
Trim & Windows



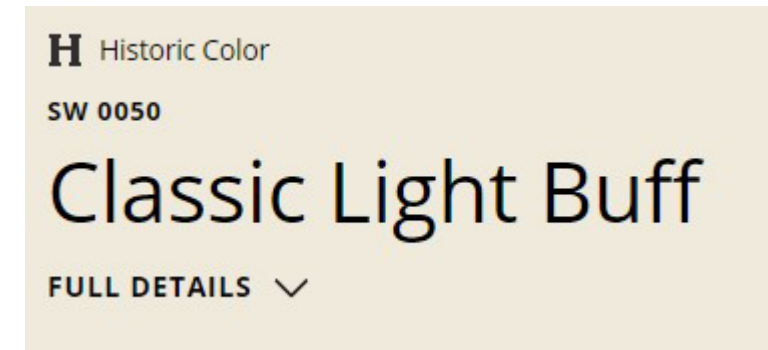
Front Door & Shutters



Garage Door



Siding Main



Siding Accent

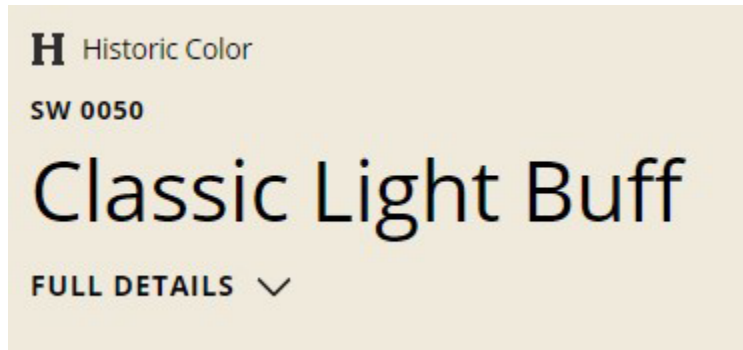


Haines Creek Colors – Epcon Communities  
Scheme #3

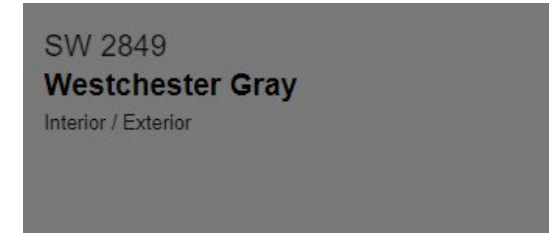
Shingles



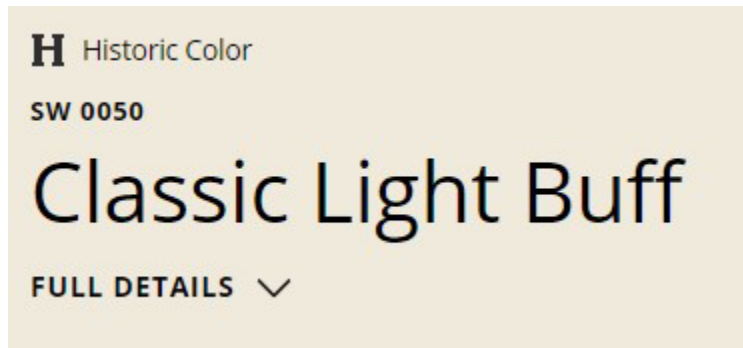
Trim & Windows



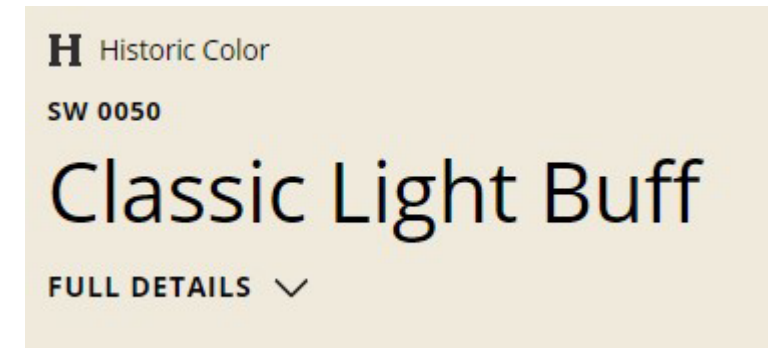
Front Door & Shutters



Garage Door



Siding Main



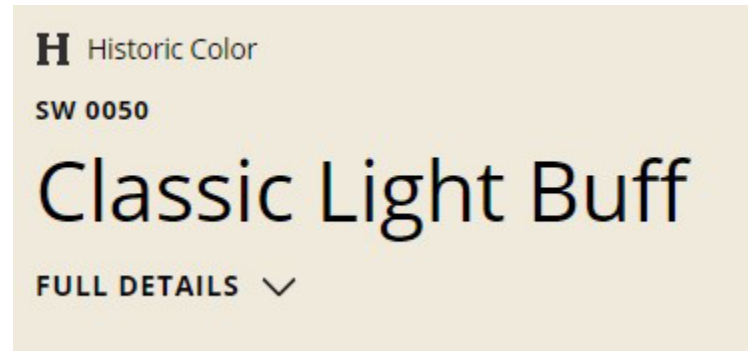
Siding Accent

Haines Creek Colors – Epcon Communities  
Scheme #4

Shingles



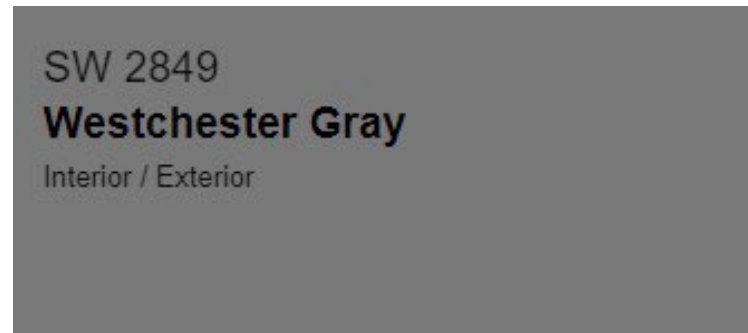
Trim & Windows



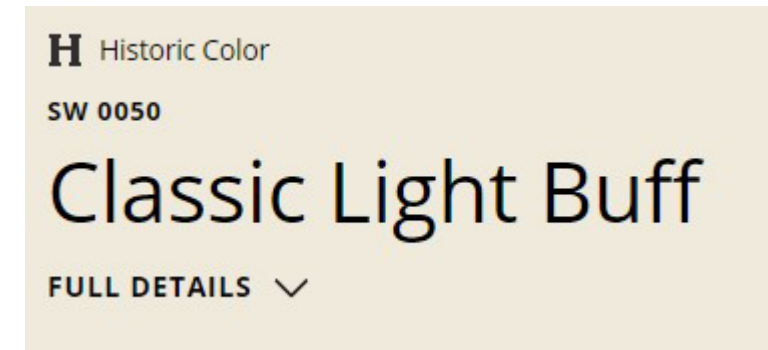
Front Door & Shutters



Garage Door



Siding Main

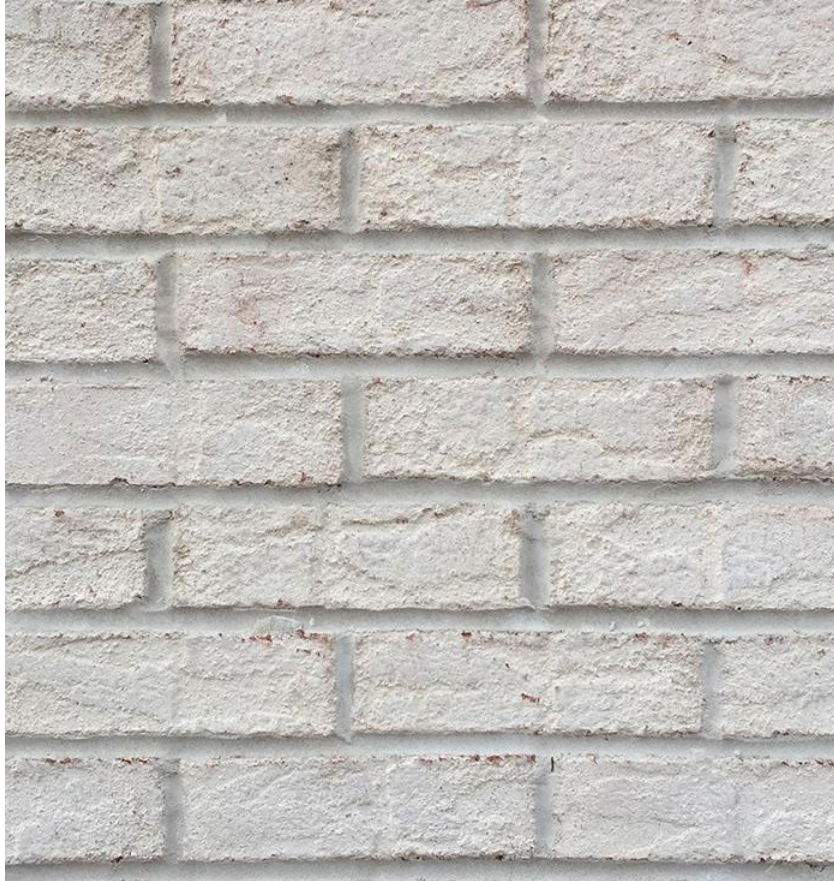


Siding Accent



Haines Creek Colors – Epcon Communities

All Schemes



Modular Brick

**“Dover White” With White  
Mortar & Brown Sand**



## TABLE OF CONTENTS

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### **Options**

Mullion .....	2
Divided Lite Options .....	3
Trim Options .....	4
Grille Patterns .....	5
Clear Opening Layout .....	6

### **Section Details**

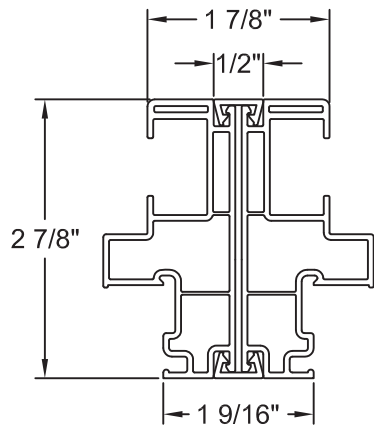
#### Standard Unit Sections:

PG20 - Horizontal Section .....	7
PG20 w/ 4 9/16" Jamb Extender - Horizontal Section .....	8
PG20 w/ 6 9/16" Jamb Extender - Horizontal Section .....	9
PG50 - Horizontal Section .....	10
PG20 w/ Cam Lock - Vertical Section .....	11
PG50 w/ Cam Lock - Vertical Section .....	12
PG20 w/ Wenlock - Vertical Section .....	13
PG50 w/ Wenlock - Vertical Section .....	14
PG20 Pocket - Horizontal Section .....	15
PG50 Pocket - Horizontal Section .....	16
PG20 w/ Cam Lock Pocket - Vertical Section .....	17
PG50 w/ Cam Lock Pocket - Vertical Section .....	18
PG20 w/ Wenlock Pocket - Vertical Section .....	19
PG50 w/ Wenlock Pocket - Vertical Section .....	20
PG20 Twin - Horizontal Section .....	21
PG50 Twin - Horizontal Section .....	22
PG20 3 Wide - Horizontal Section .....	23
PG50 3 Wide - Horizontal Section .....	24
Bay & Bow Units - Vertical Section .....	25
Bay Units:	
30° - Horizontal Section .....	26
45° - Horizontal Section .....	27
Bows Units:	
3 Wide 10° - Horizontal Section .....	28
4 Wide 10° - Horizontal Section .....	29
5 Wide 10° - Horizontal Section .....	30

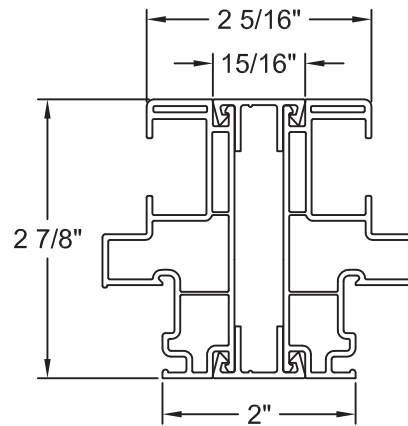




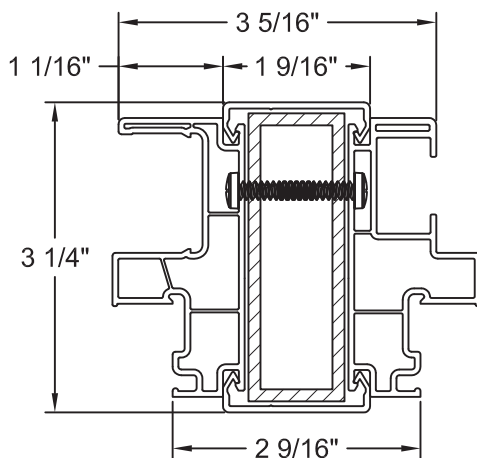
## MULLION OPTIONS



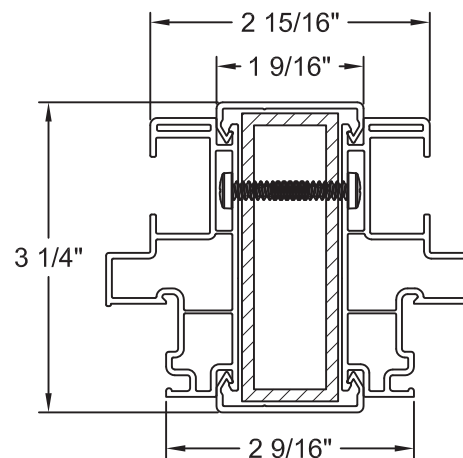
Tilt SH Muller To Tilt SH  
1/2" Clip



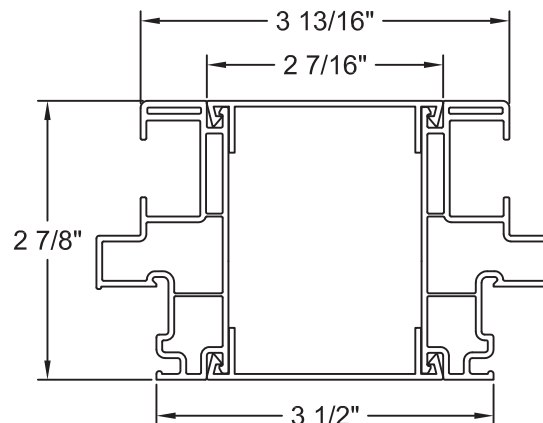
Tilt SH Muller To Tilt SH  
15/16" Clip



Slider Muller To Tilt SH  
1 9/16" Clip



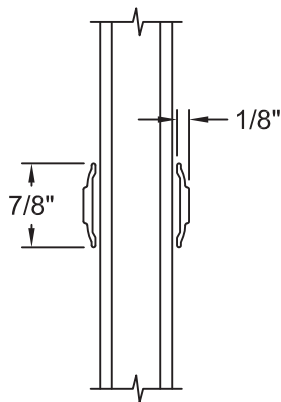
Tilt SH Muller To Tilt SH  
1 9/16" Clip



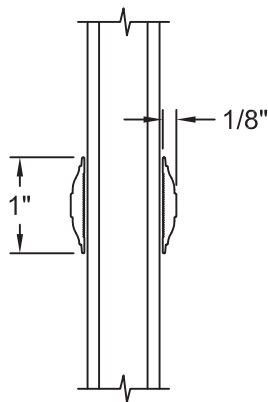
Tilt SH Muller To Tilt SH  
2 7/16" Clip



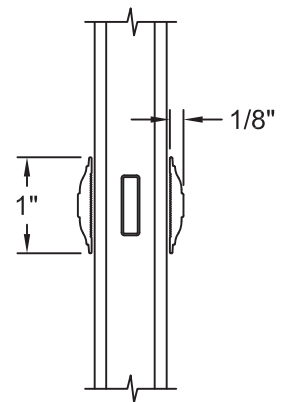
DIVIDED LITE OPTIONS



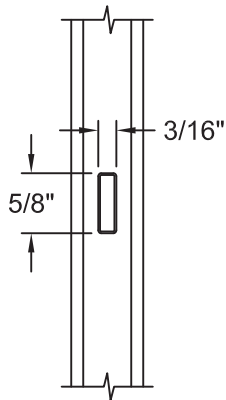
7/8" Low Profile  
Contour SDL



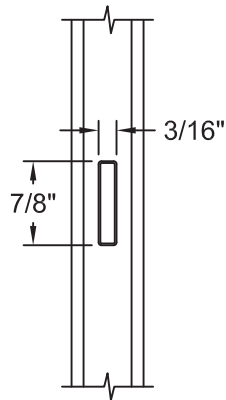
1" Raised Slim SDL



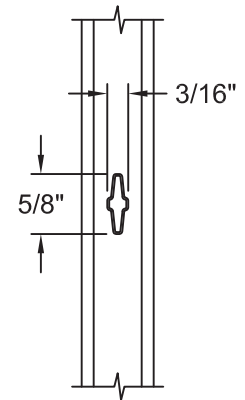
1" Raised Slim SDL  
w/ Shadowbar



5/8" Flat GBG



7/8" Flat GBG

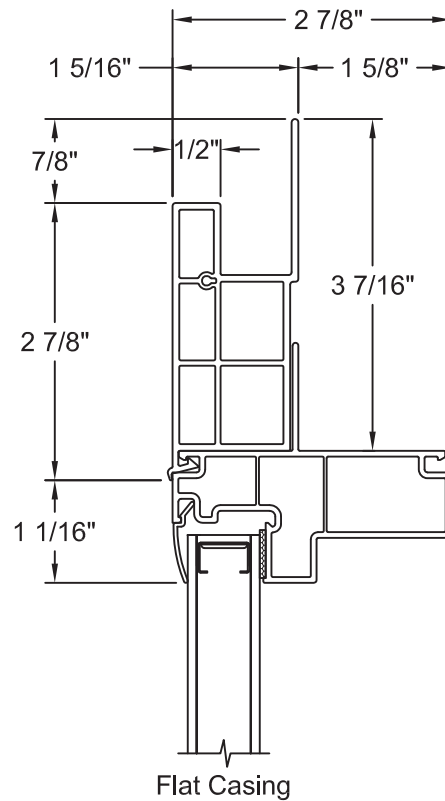
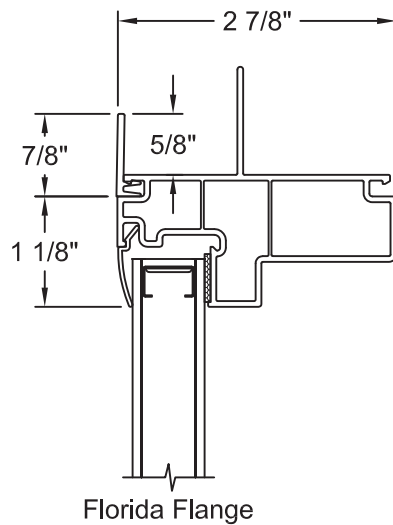
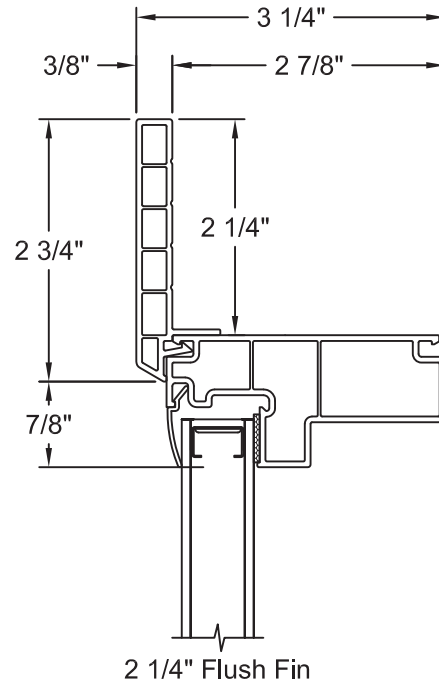
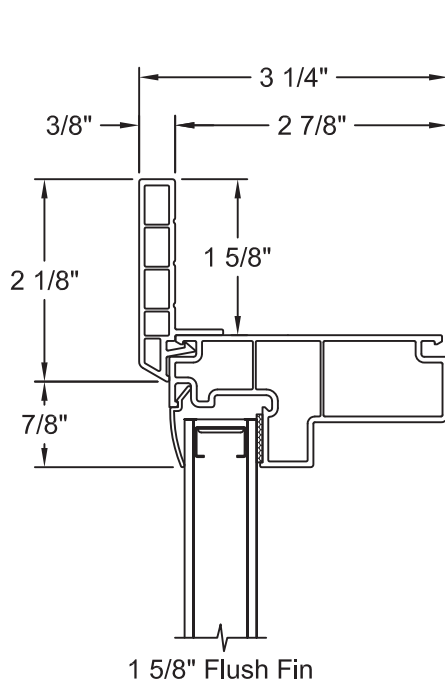


5/8" Contour GBG





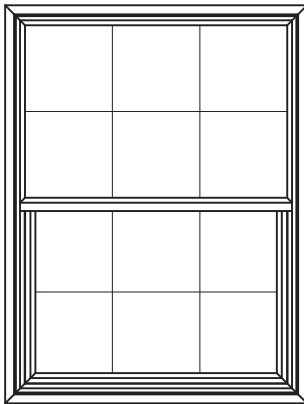
TRIM OPTIONS



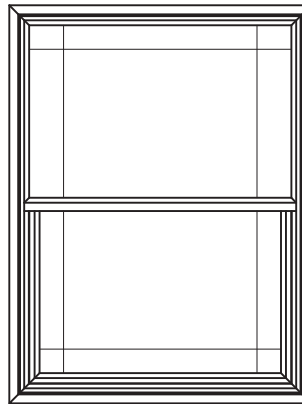


## GRILLE PATTERNS

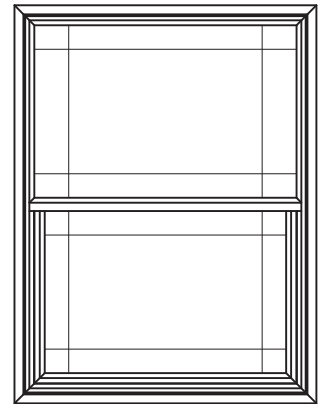
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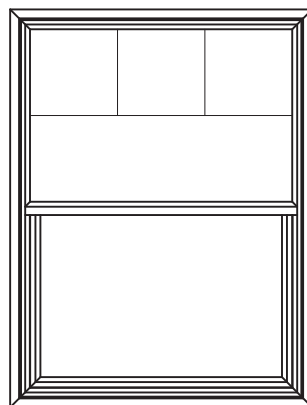
Standard



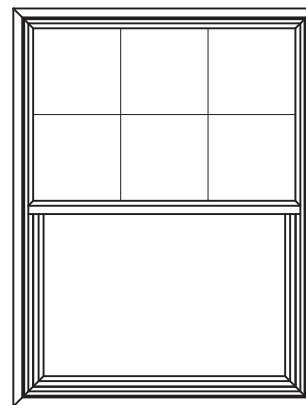
Prairie Frame



Prairie Glass



Colonial Top Down

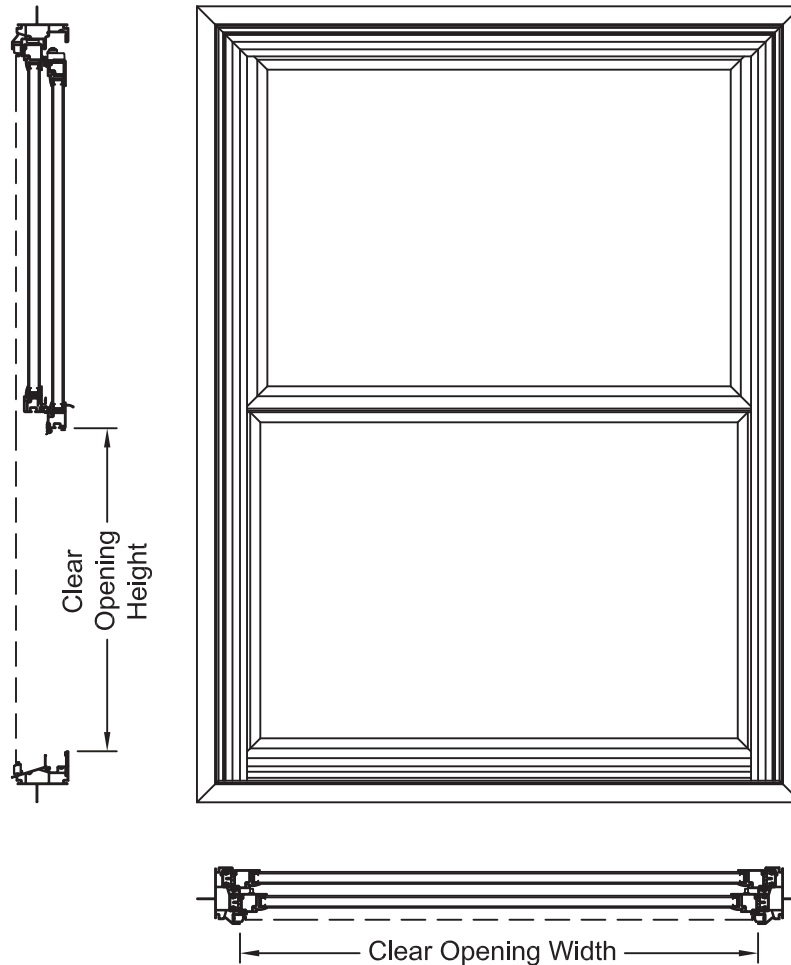


Colonial Top Sash





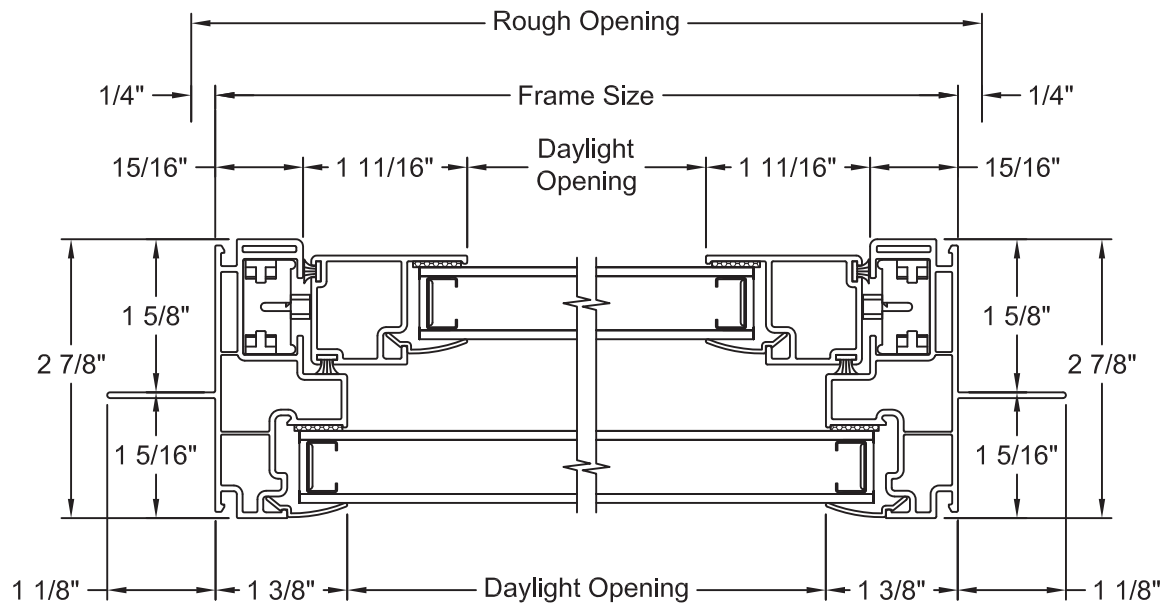
## CLEAR OPENING LAYOUT



Window Type	Clear Opening Formulas	
	Clear Opening Width	Clear Opening Height
Tilt Single Hung PG20	Frame Width - 2.813"	(Frame Height / 2) - 3.345"
Tilt Single Hung PG35/50	Frame Width - 2.813"	(Frame Height / 2) - 3.885"



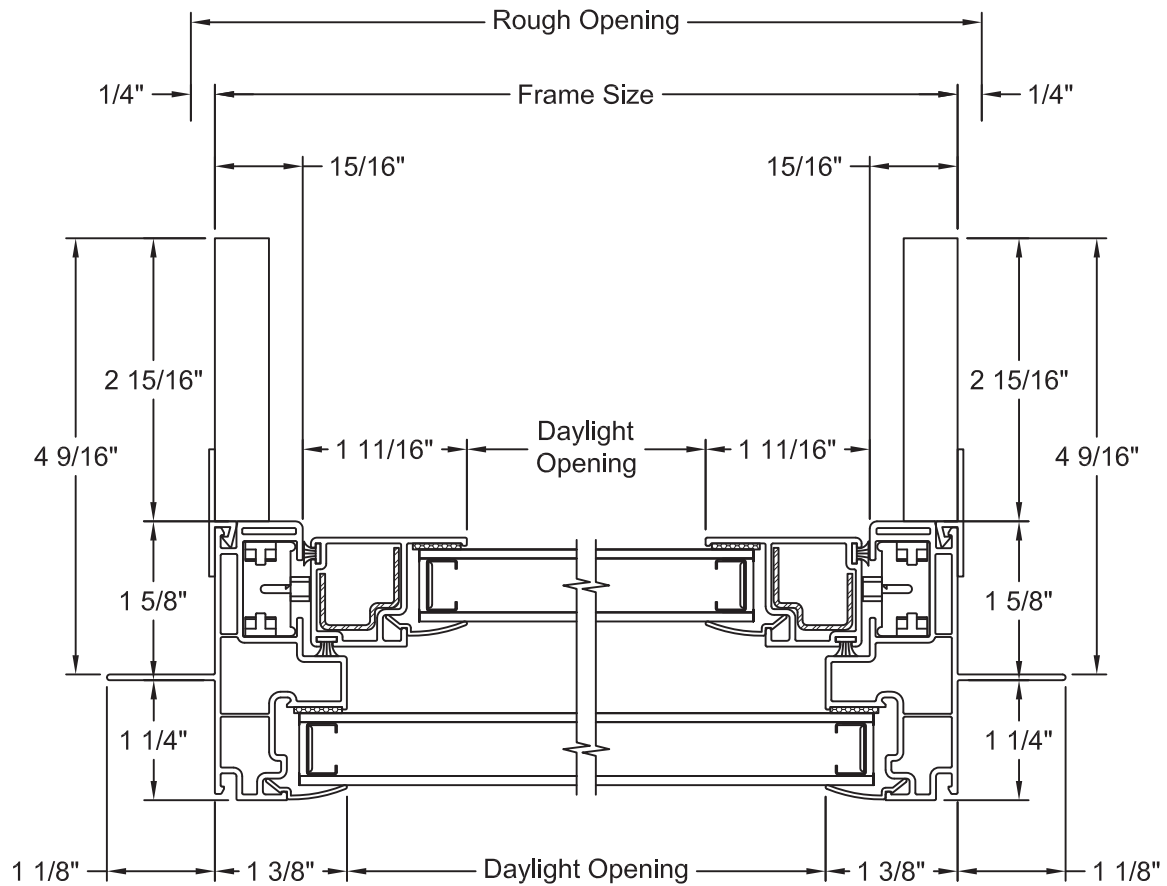
PG20 - HORIZONTAL SECTION





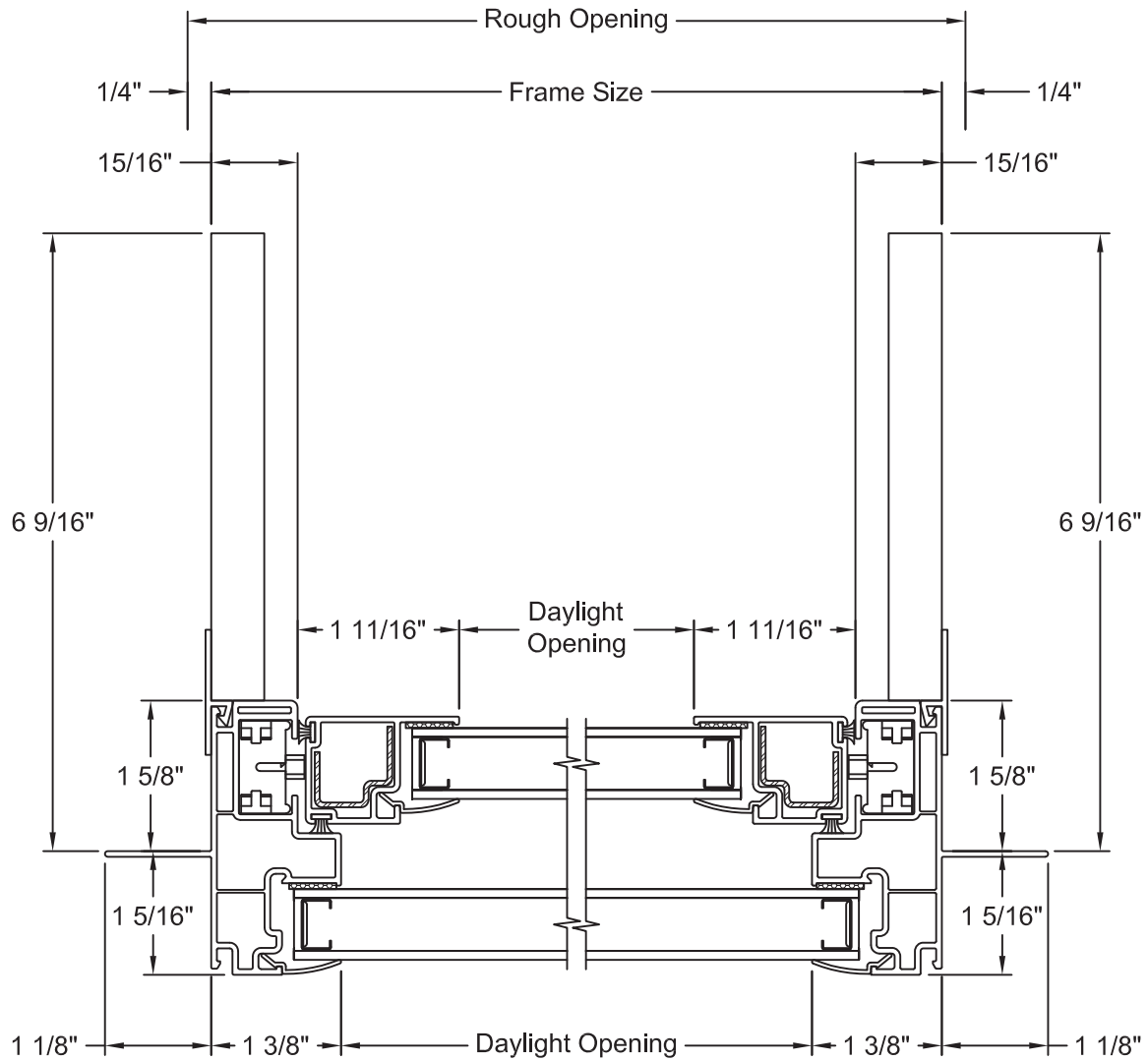


PG20 w/ 4 9/16" JAMB EXTENDER - HORIZONTAL SECTION





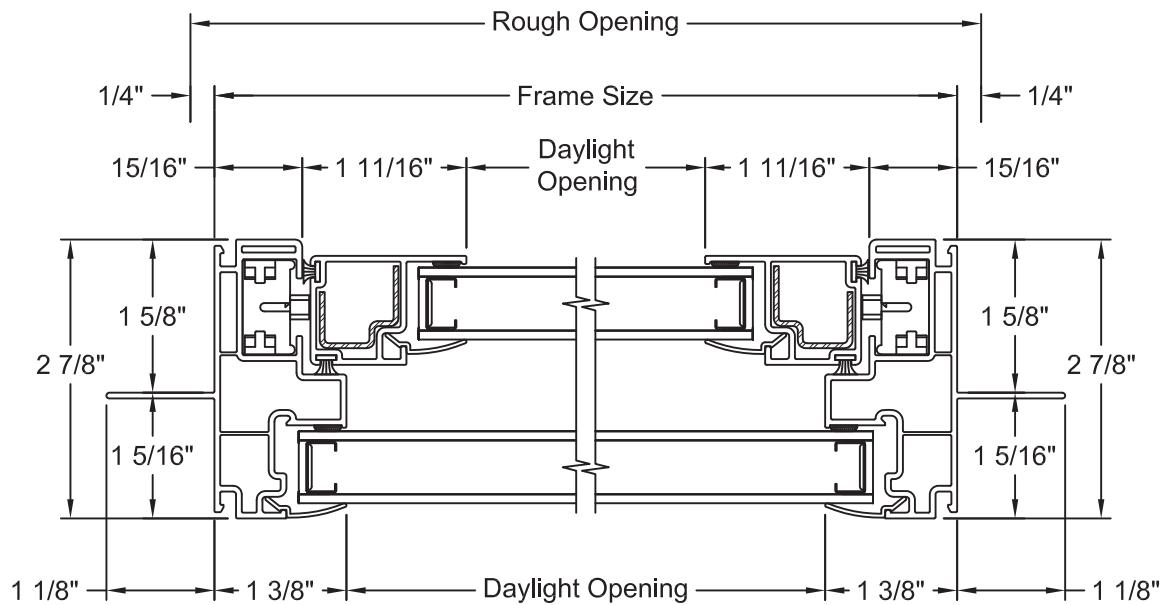
PG20 w/ 6 9/16" JAMB EXTENDER - HORIZONTAL SECTION





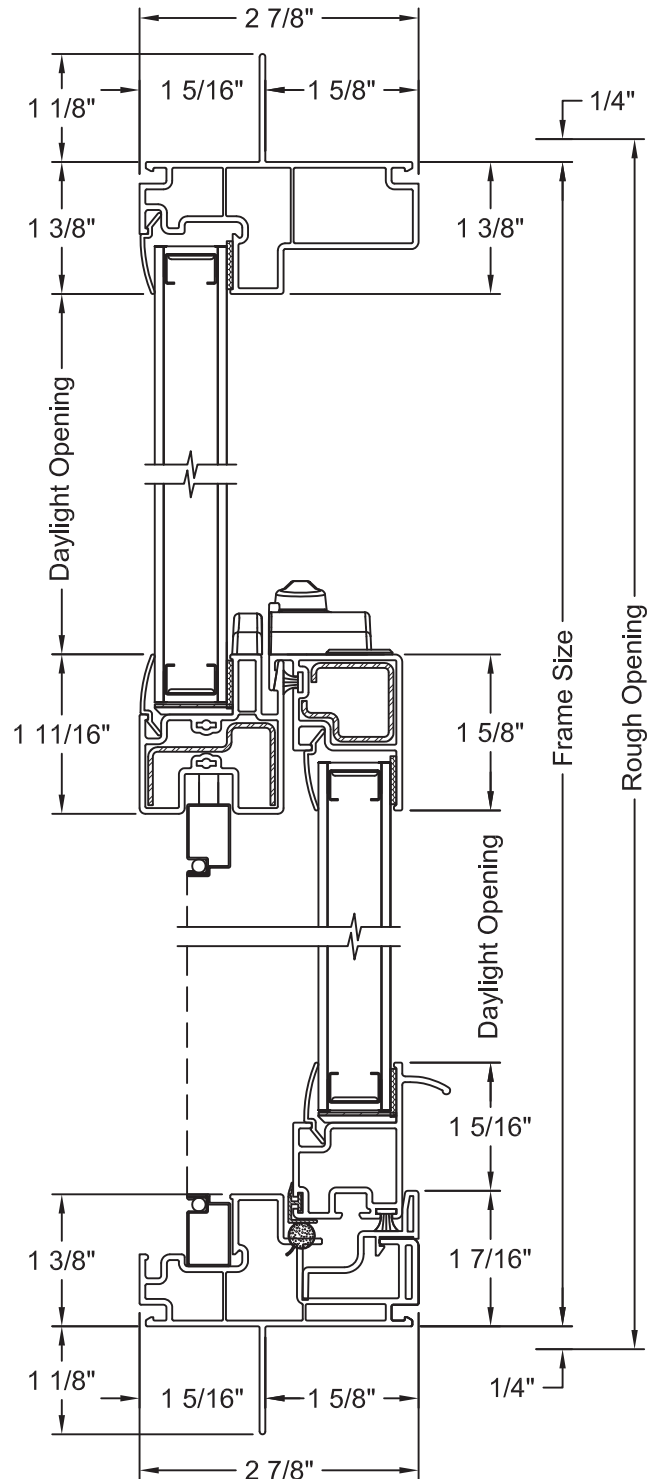


PG50 - HORIZONTAL SECTION





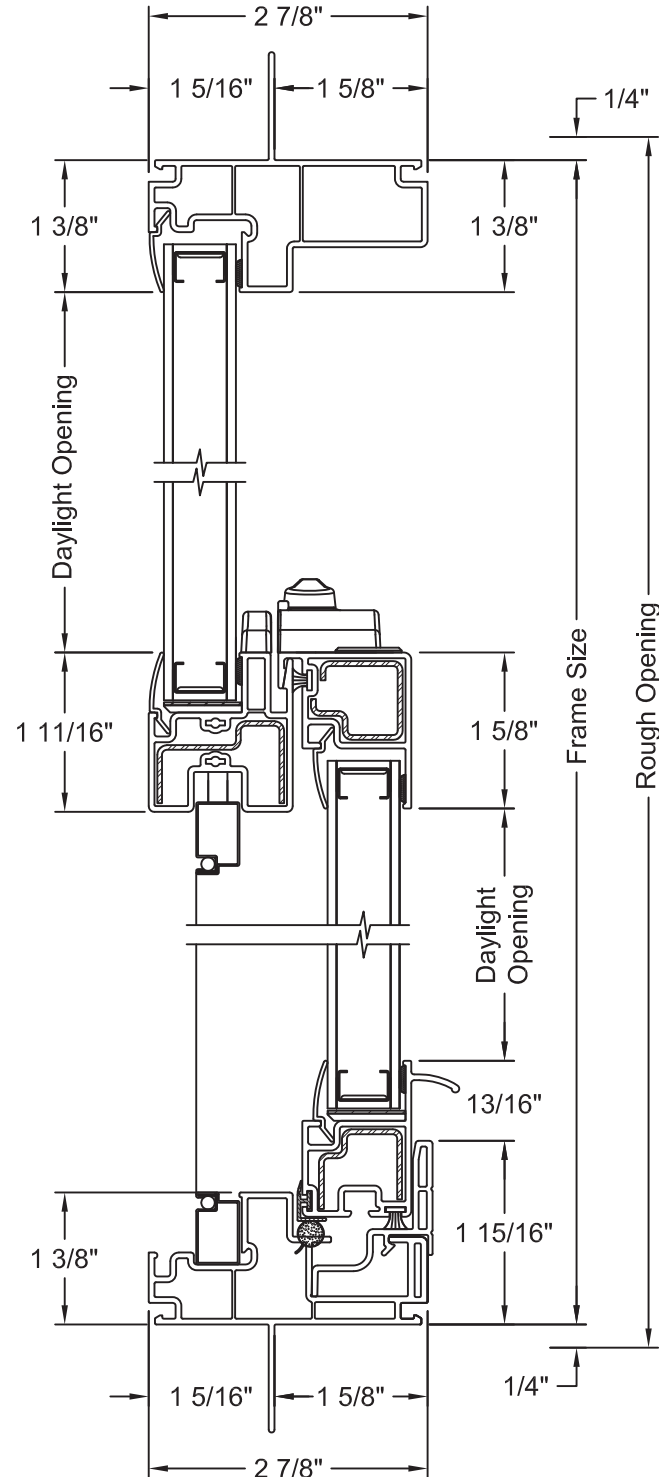
PG20 w/ CAM LOCK - VERTICAL SECTION





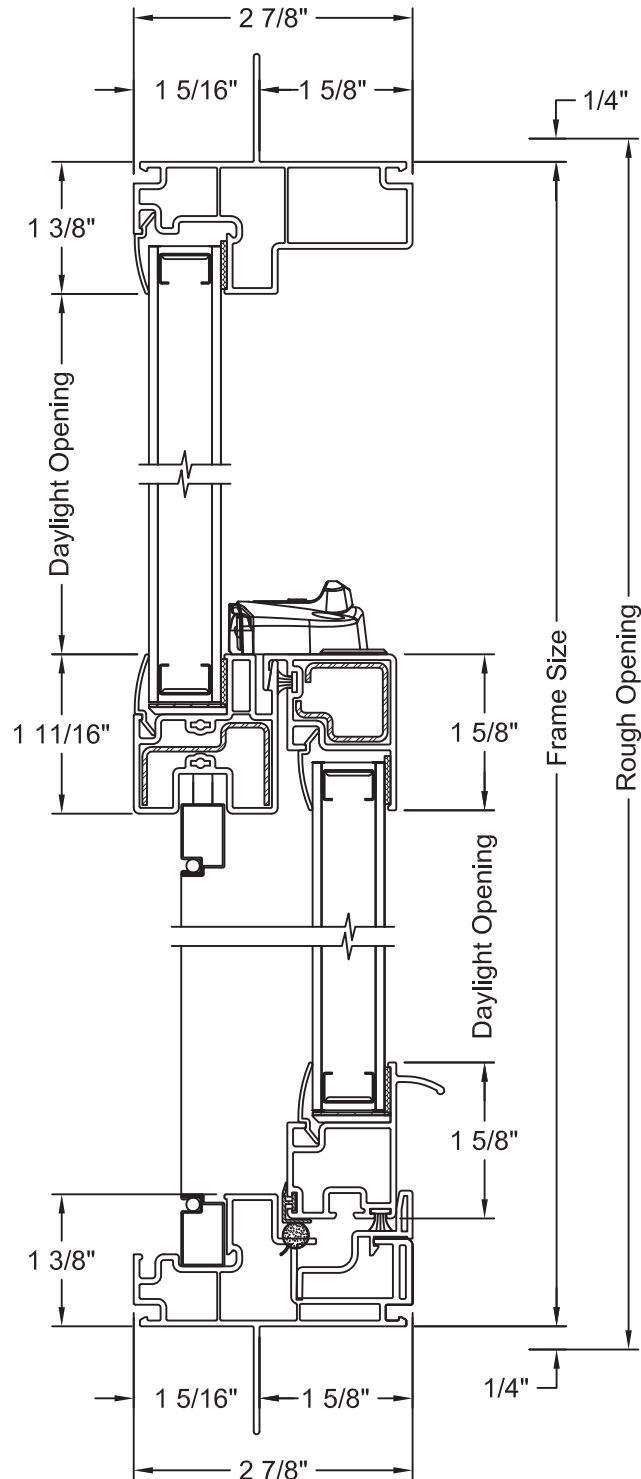


PG50 w/ CAM LOCK - VERTICAL SECTION





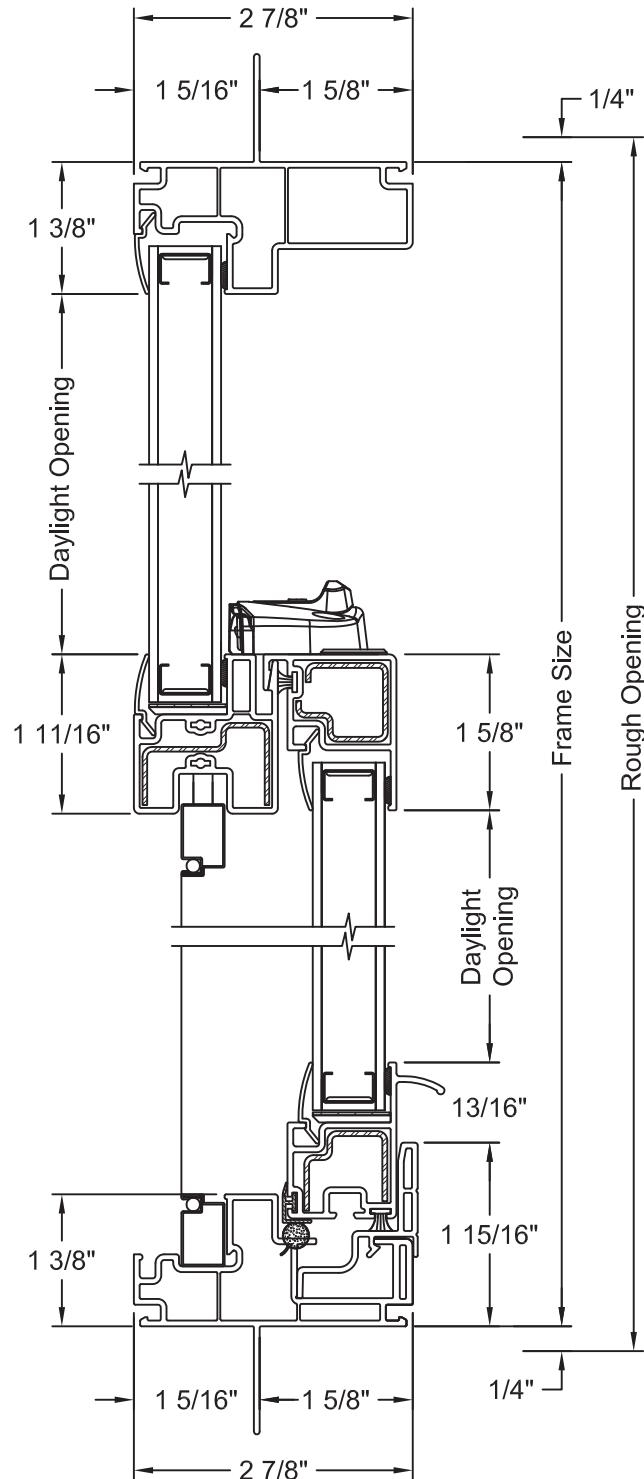
PG20 w/ WENLOCK - VERTICAL SECTION







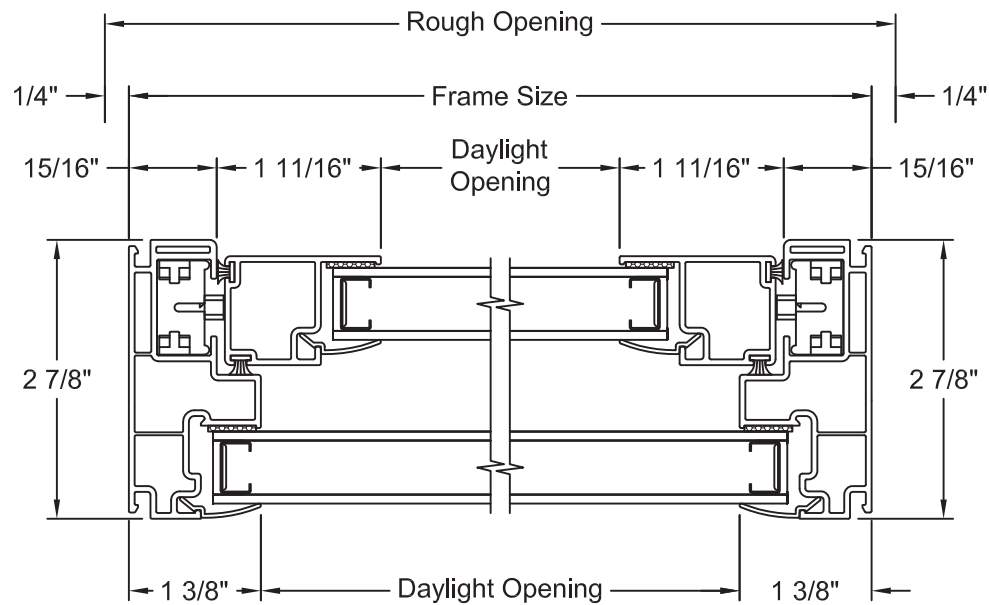
PG50 w/ WENLOCK - VERTICAL SECTION





PG20 POCKET - HORIZONTAL SECTION

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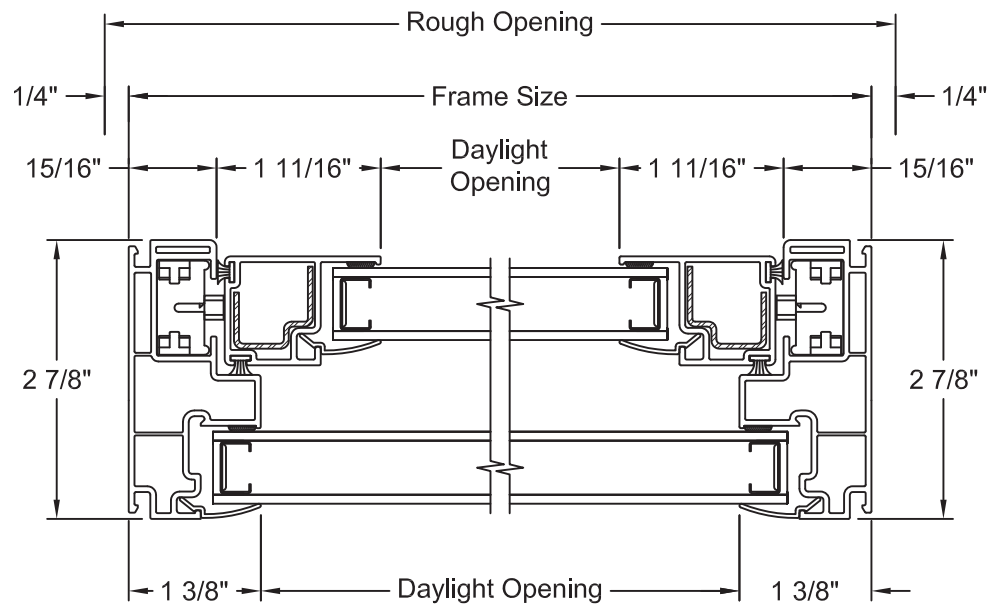






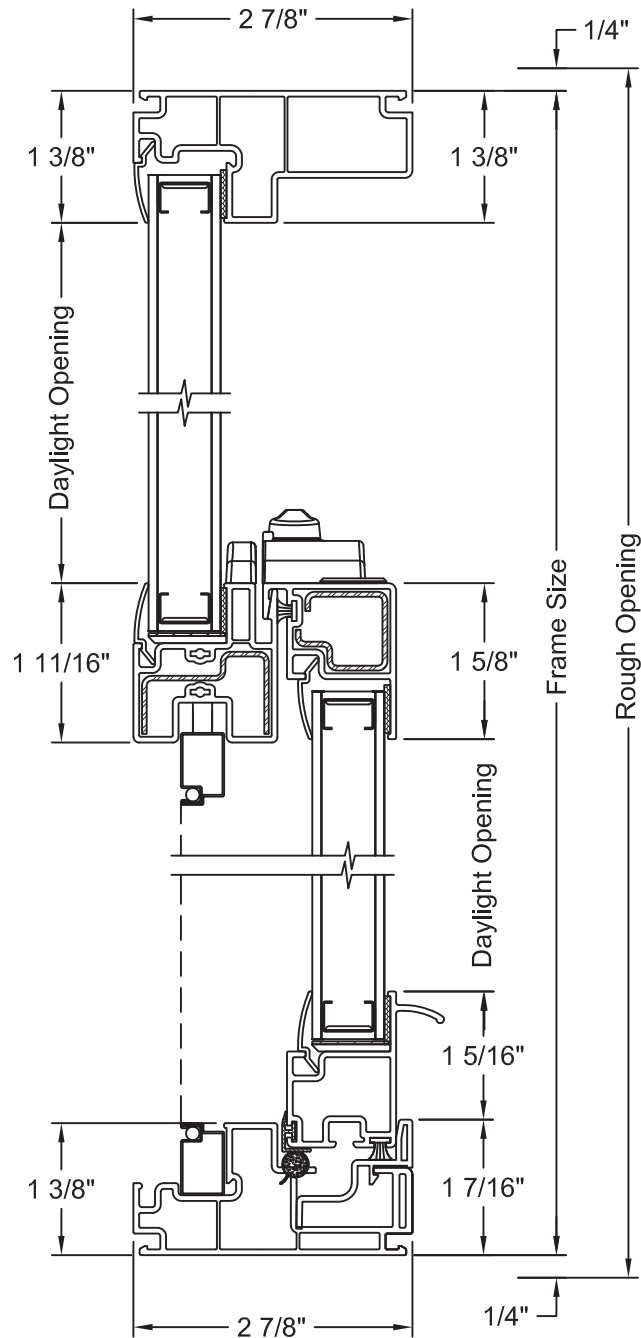
PG50 POCKET - HORIZONTAL SECTION

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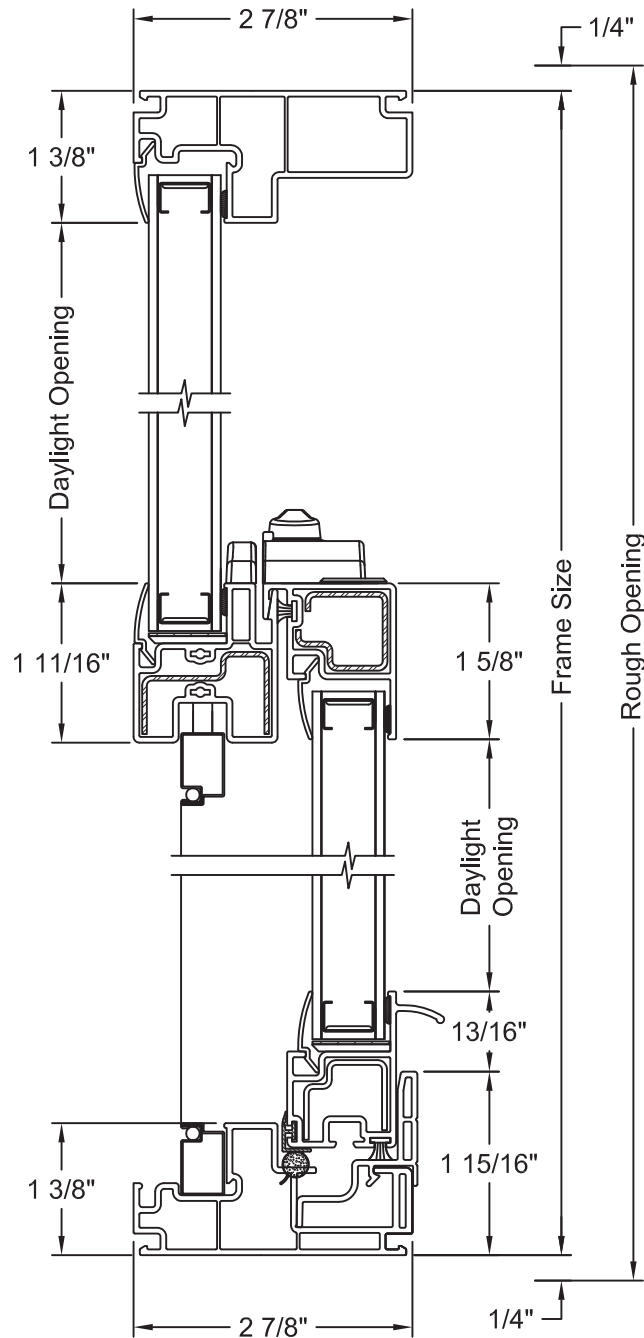
PG20 w/ CAM LOCK POCKET - VERTICAL SECTION





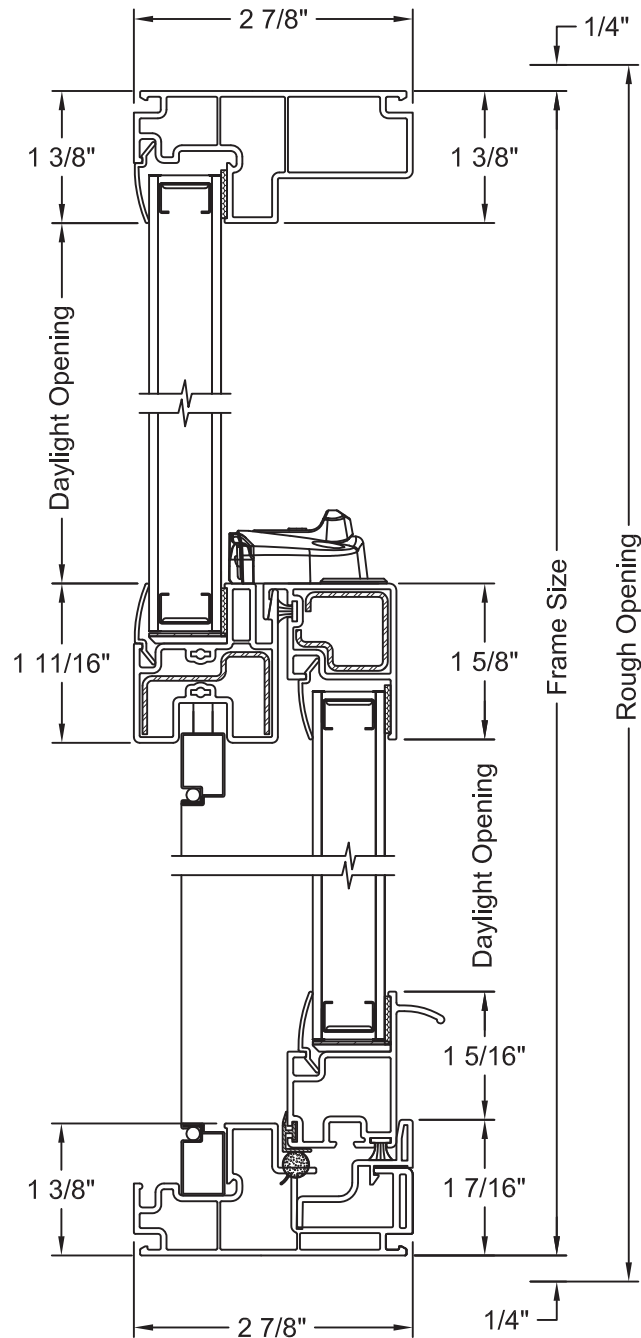


PG50 w/ CAM LOCK POCKET - VERTICAL SECTION





PG20 w/ WENLOCK POCKET - VERTICAL SECTION

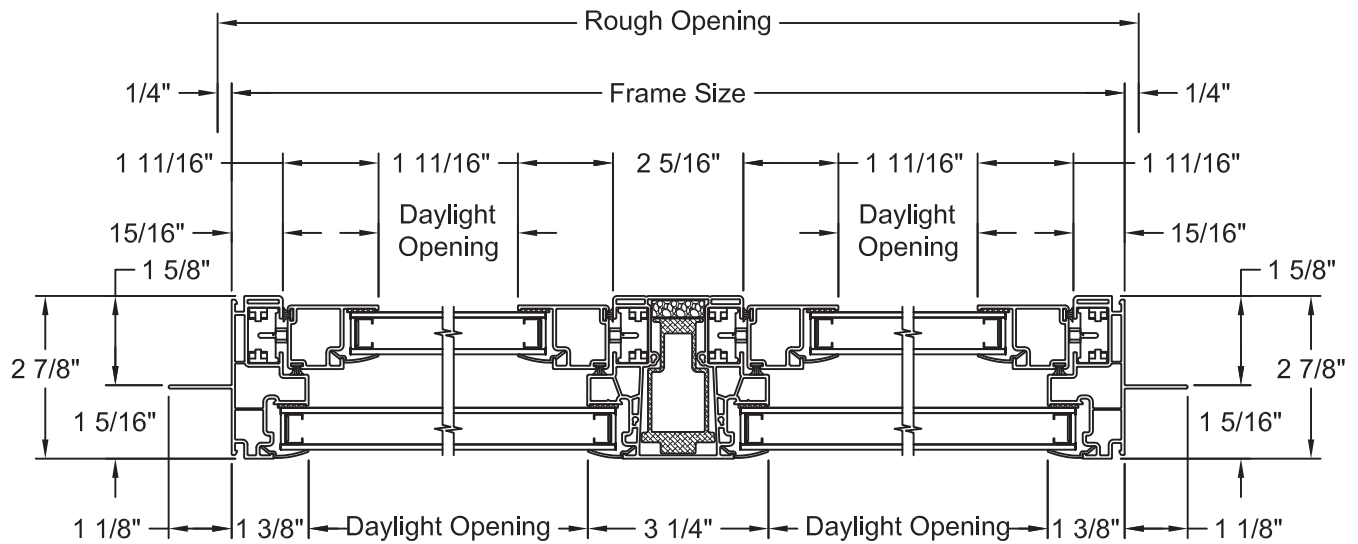








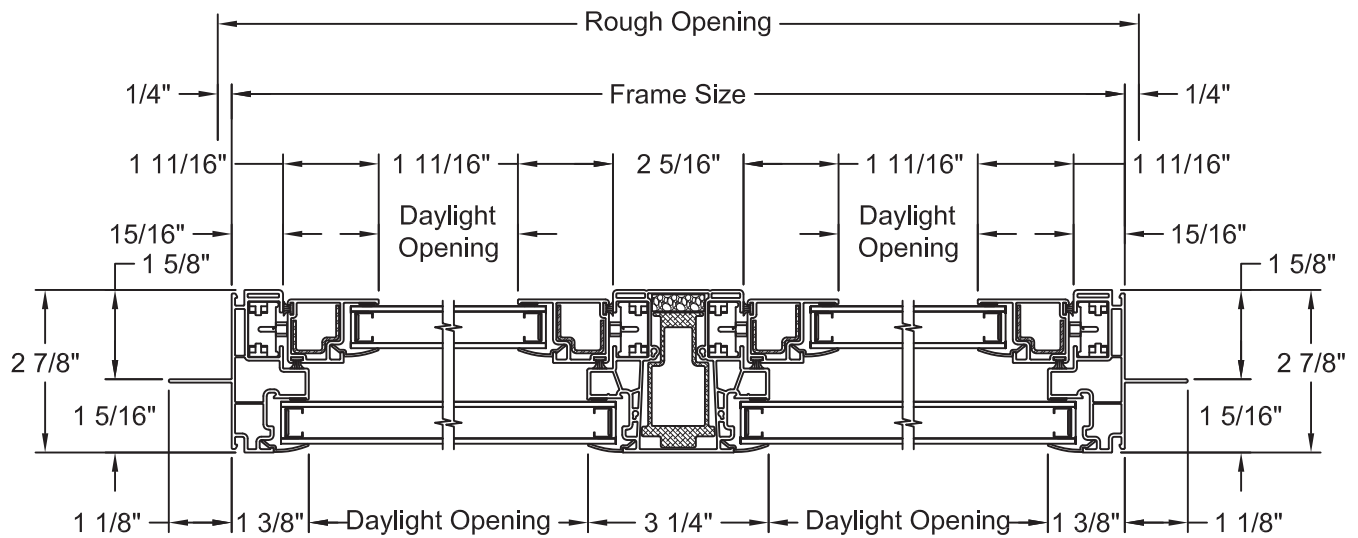
PG20 TWIN - HORIZONTAL SECTION







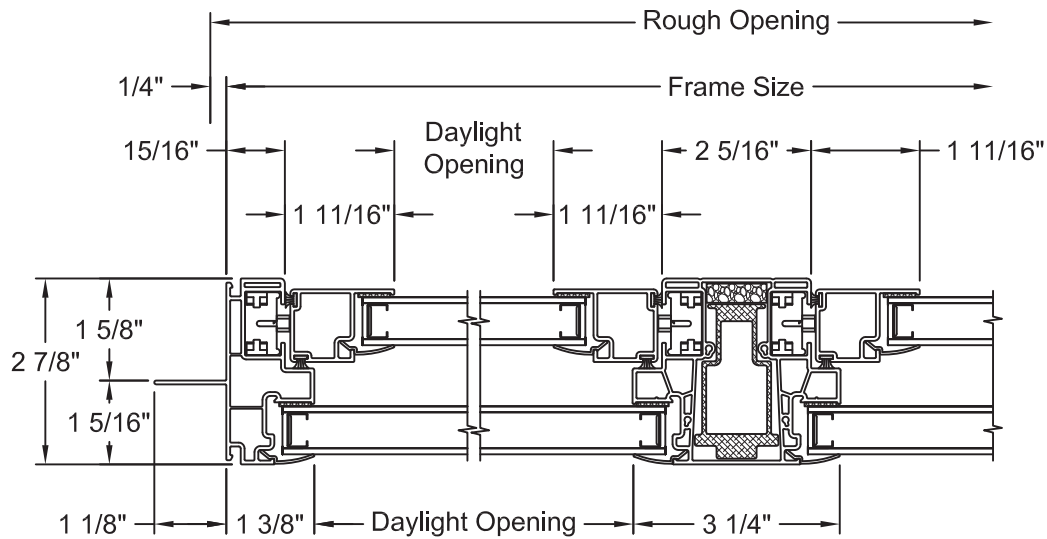
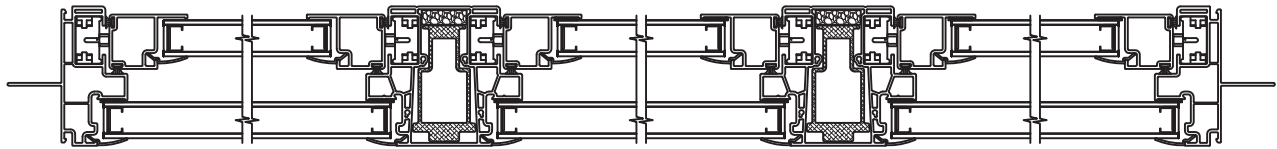
PG50 TWIN - HORIZONTAL SECTION





PG20 3 WIDE - HORIZONTAL SECTION

Not To Scale - For Reference Only

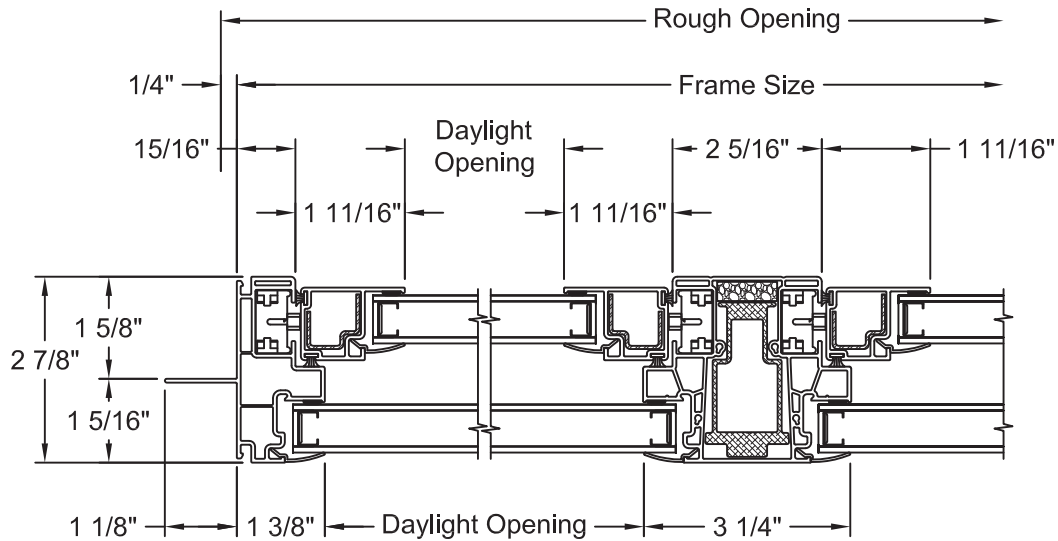
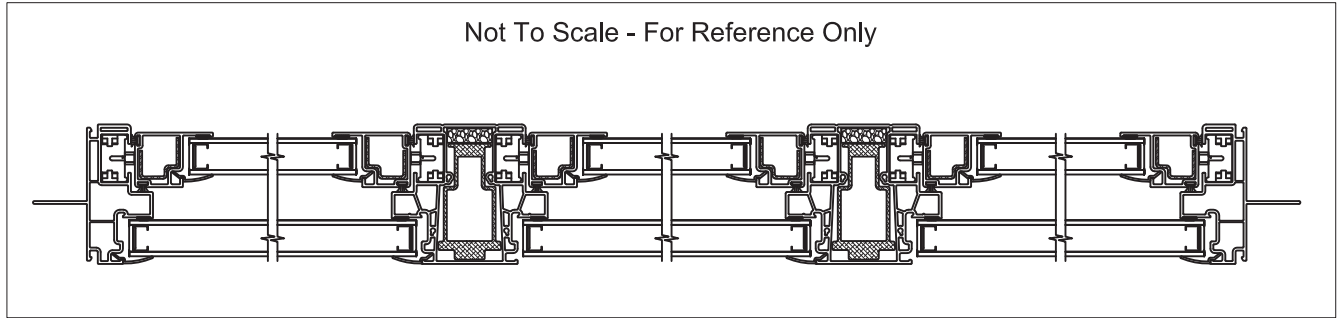






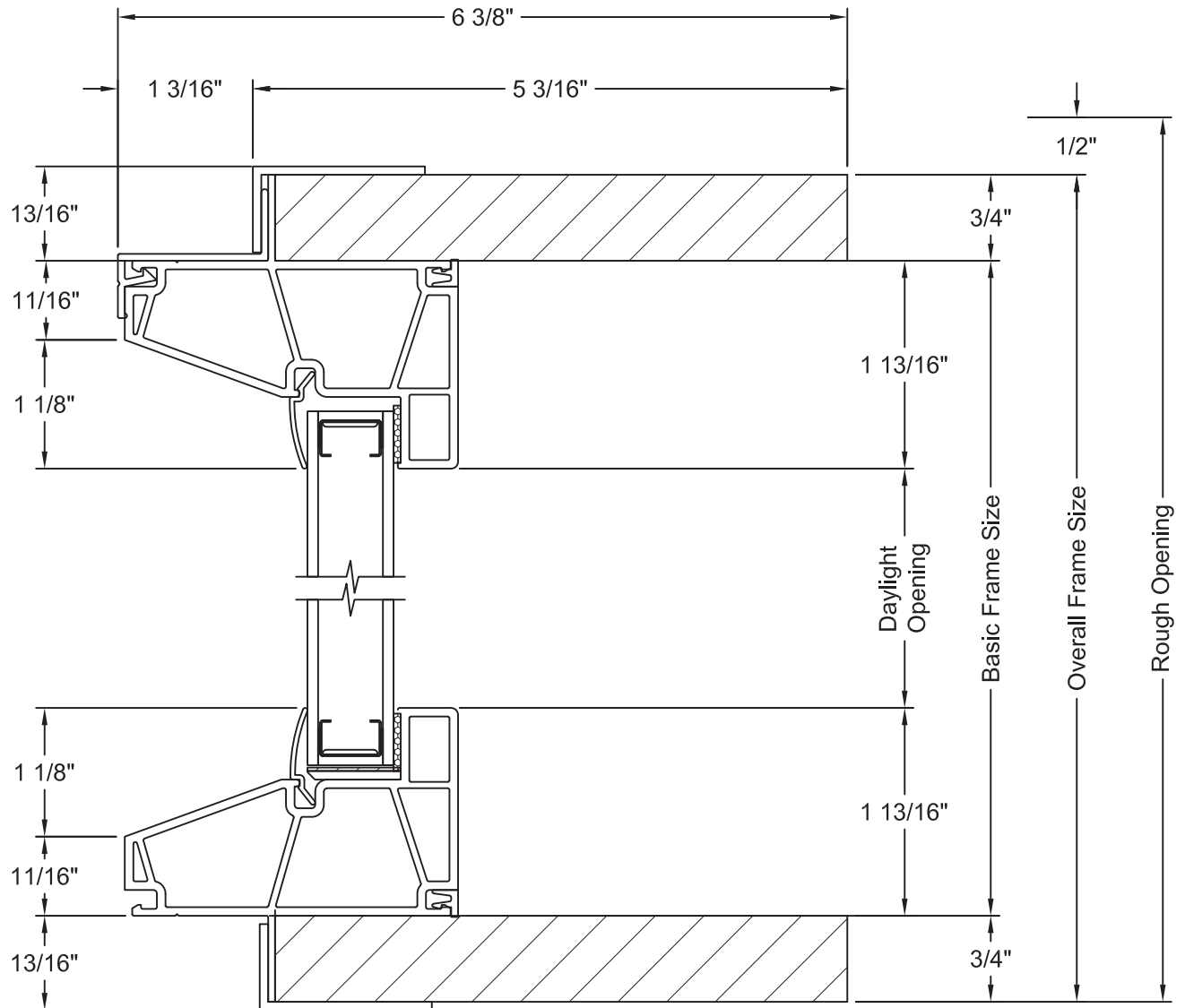
PG50 3 WIDE - HORIZONTAL SECTION

Not To Scale - For Reference Only





BAYS & BOWS - VERTICAL SECTION



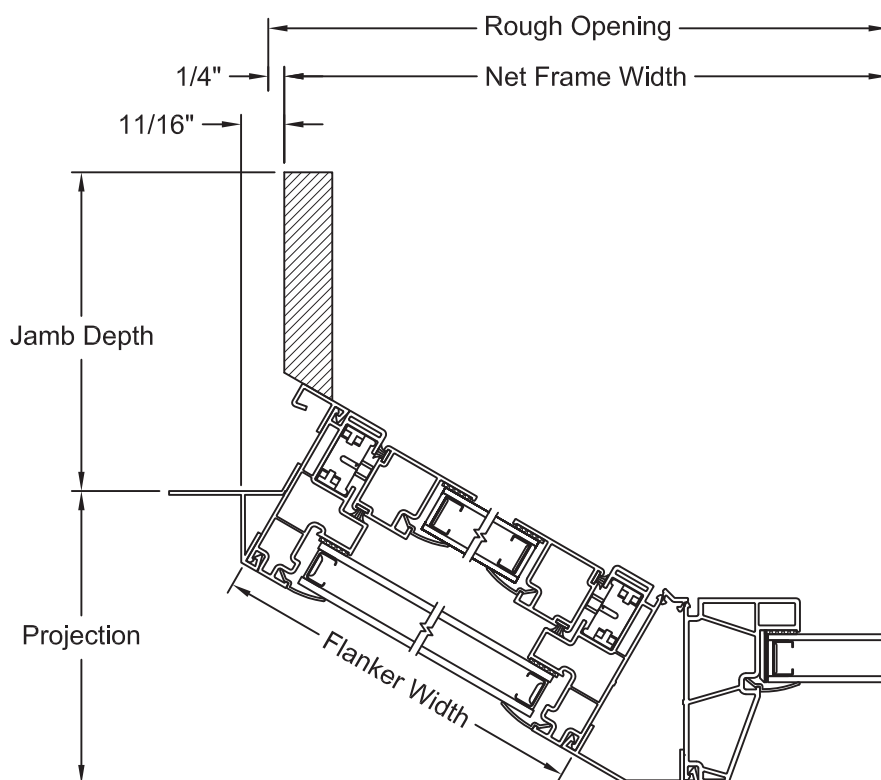
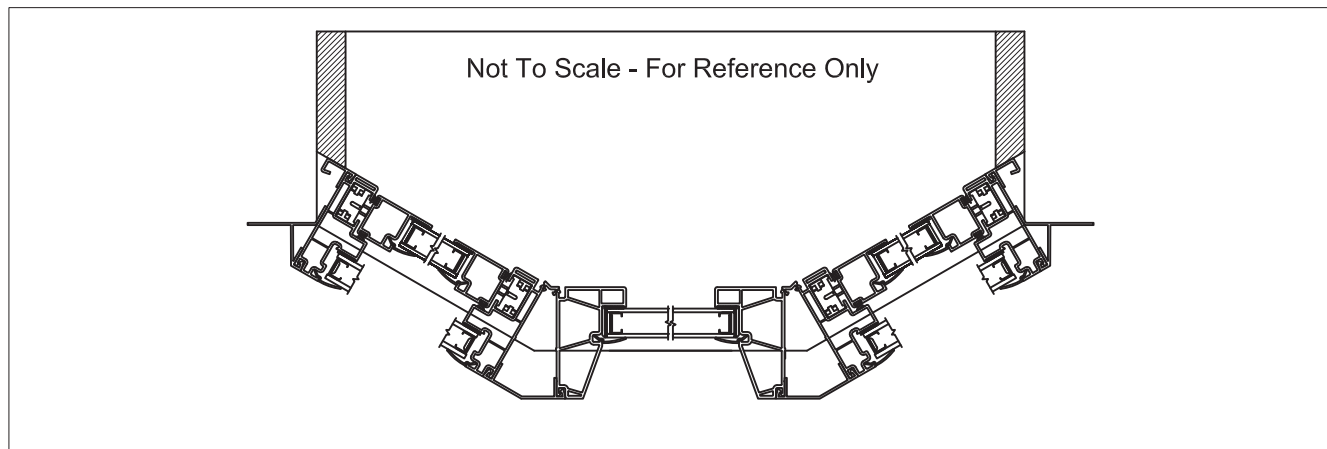
NOTES:

1. Dimensional details available upon ordering
2. Fixed window frame shown, other frames available





### 30° BAY - HORIZONTAL SECTION

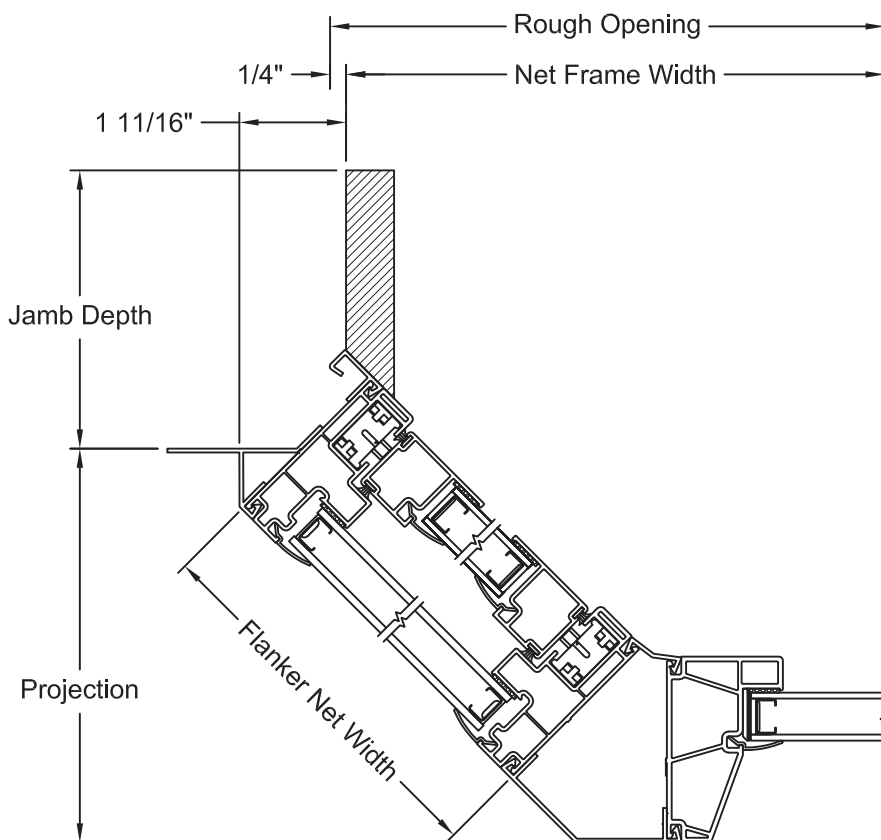
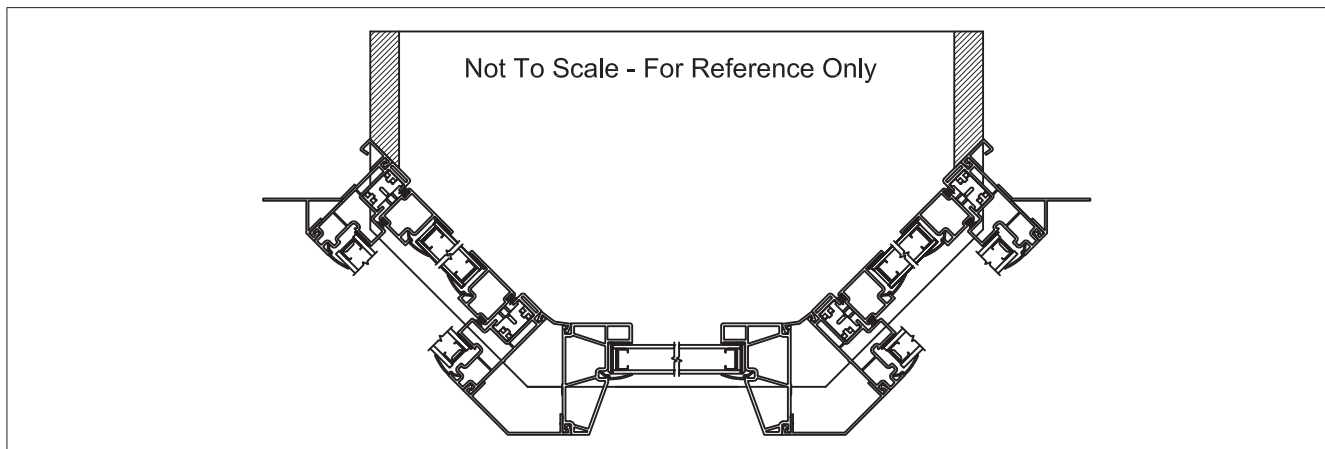


**NOTES:**

1. Dimensional details available upon ordering
2. Jamb Depths available in 4 9/16" and 6 9/16"
3. Picture frame shown for center window, tilt single hung frame with track filler also available
4. Fixed center window shown, operating center window available



45° BAY - HORIZONTAL SECTION



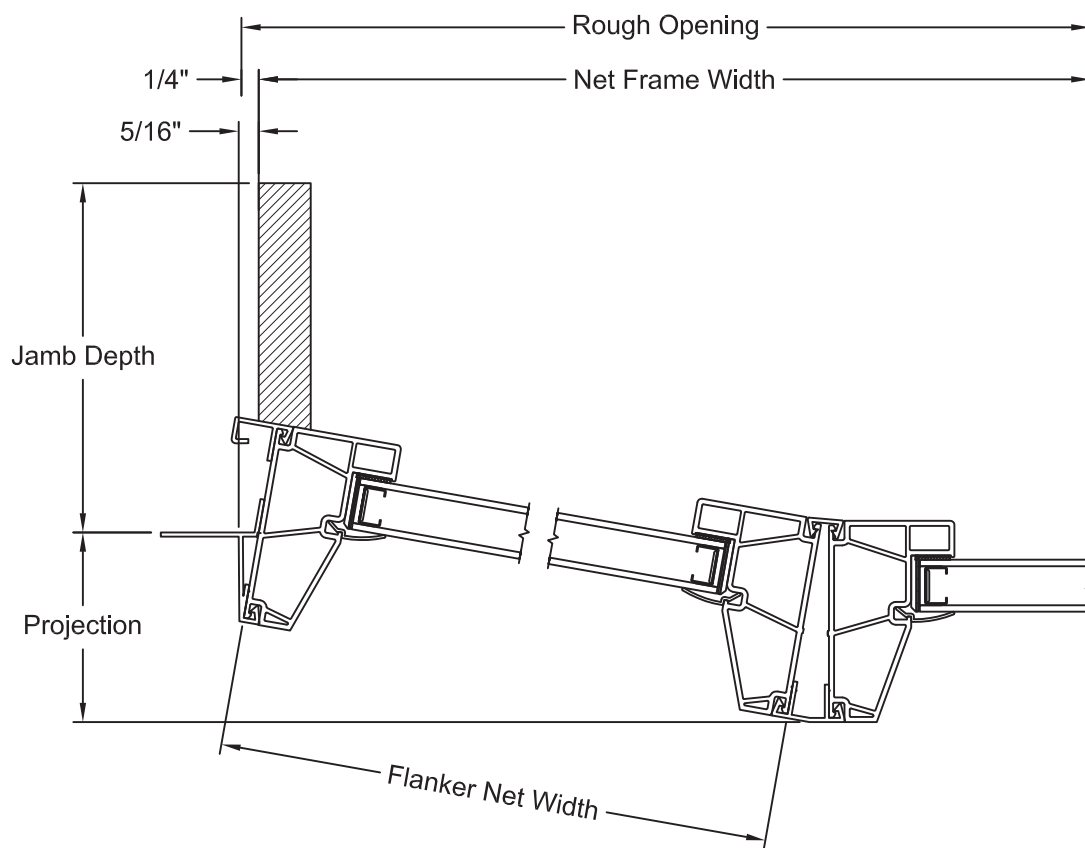
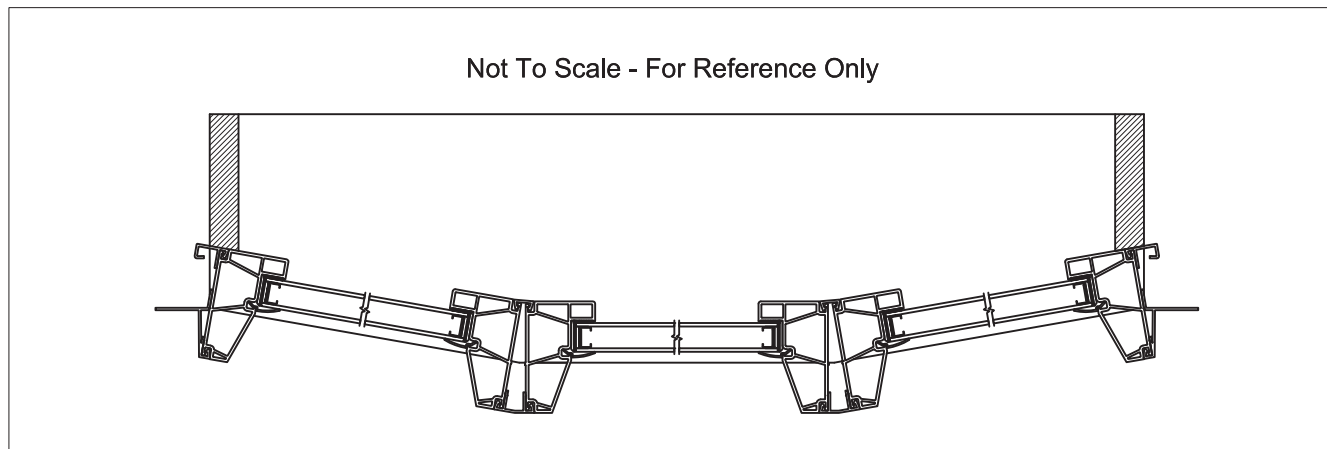
NOTES:

1. Dimensional details available upon ordering
2. Jamb Depths available in 4 9/16" and 6 9/16"
3. Picture frame shown for center window, tilt single hung frame with track filler also available
4. Fixed center window shown, operating center window available





3 WIDE 10° BOW - HORIZONTAL SECTION

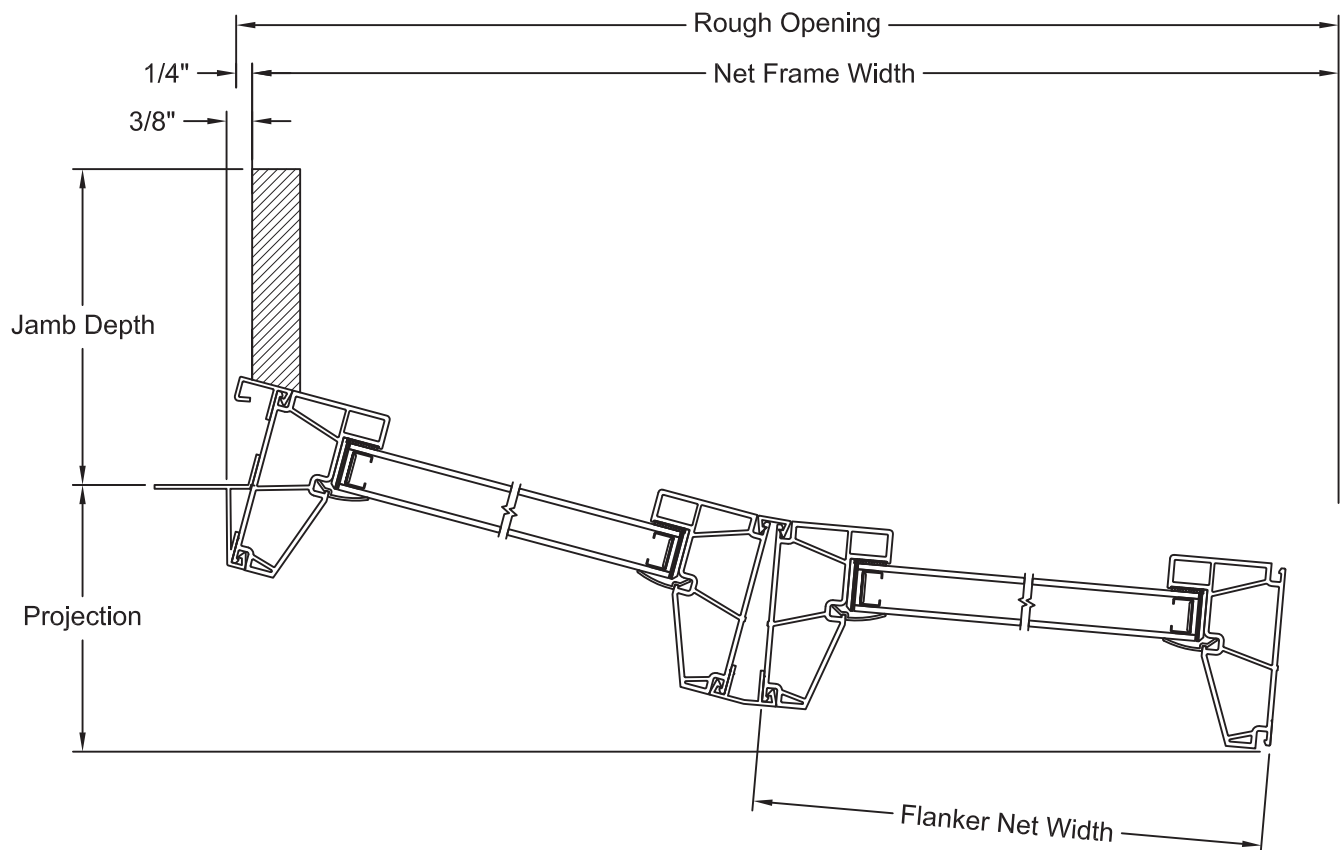
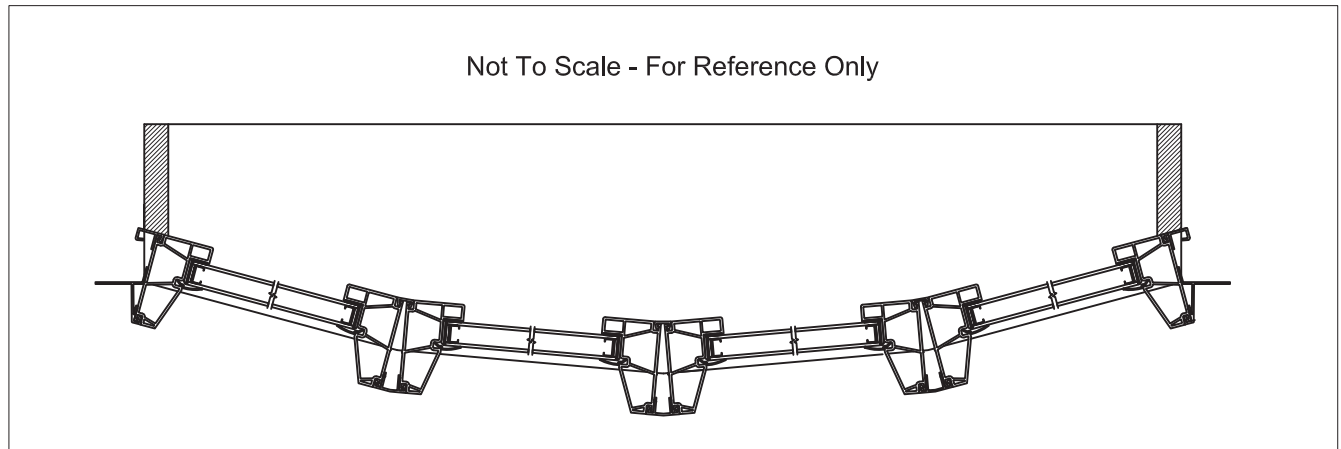


NOTES:

1. Dimensional details available upon ordering
2. Jamb Depths available in 4 9/16" and 6 9/16"
3. Picture frame shown, other frames available



4 WIDE 10° BOW - HORIZONTAL SECTION

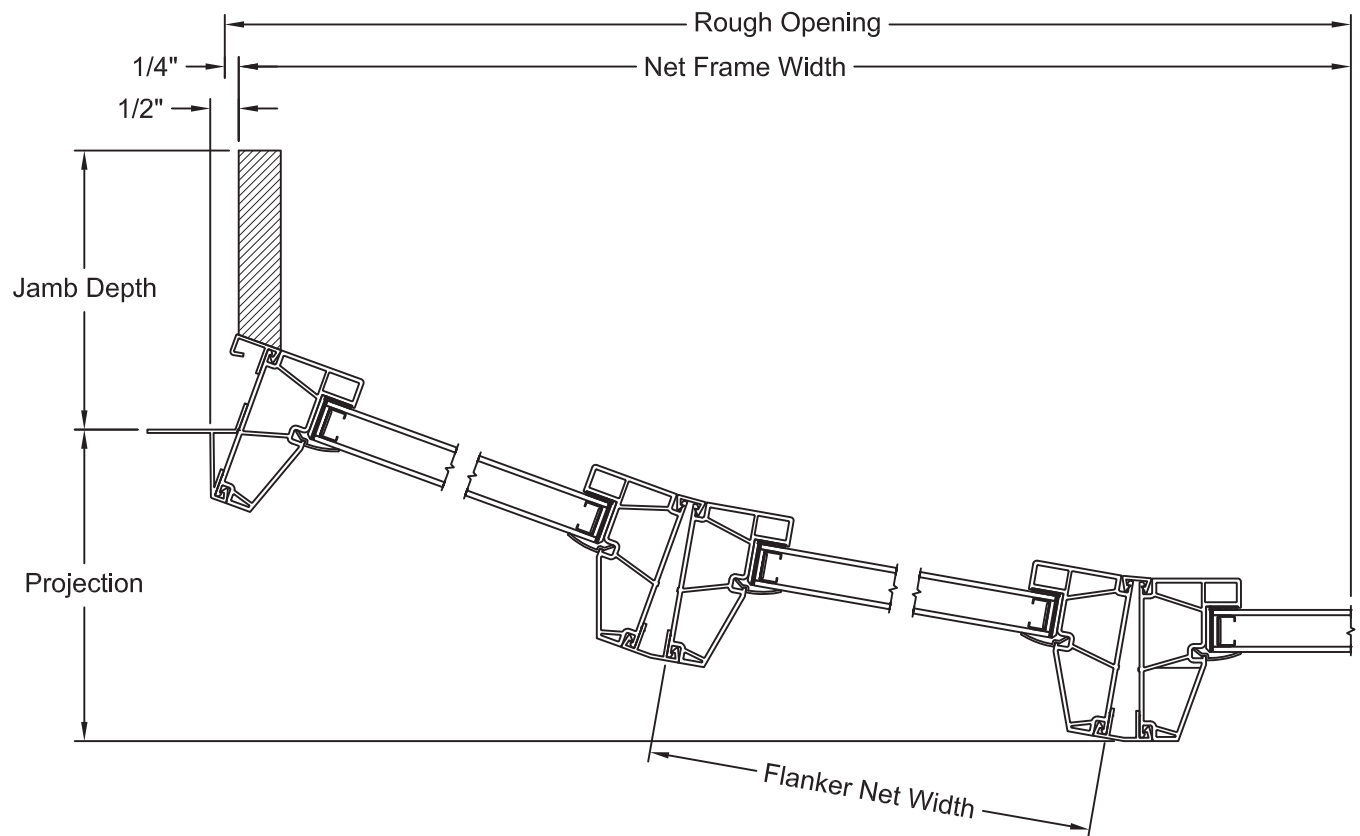
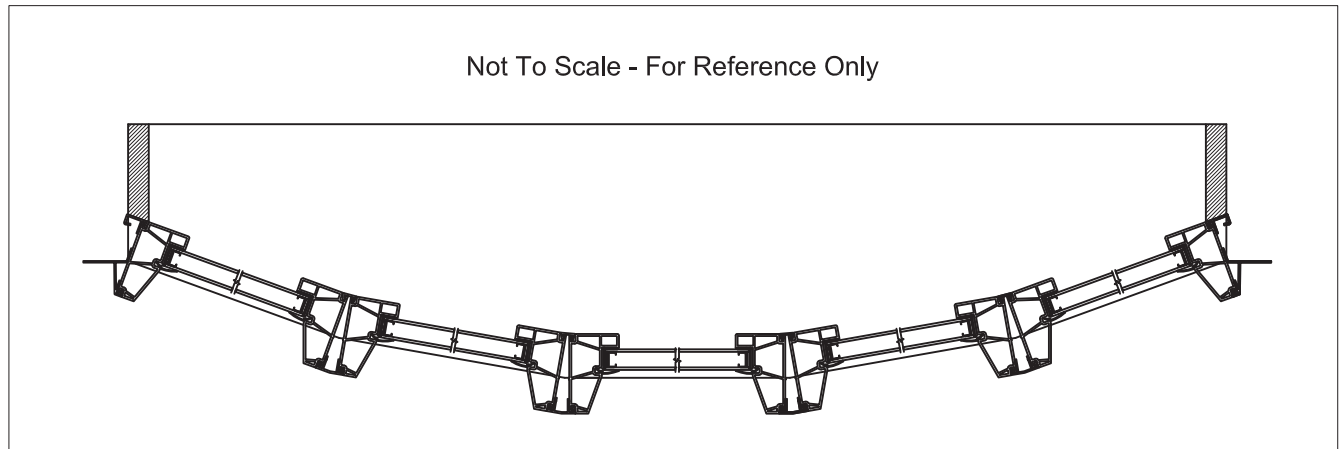


NOTES:

1. Dimensional details available upon ordering
2. Jamb Depths available in 4 9/16" and 6 9/16"
3. Picture frame shown, other frames available



5 WIDE 10° BOW - HORIZONTAL SECTION



NOTES:

1. Dimensional details available upon ordering
2. Jamb Depths available in 4 9/16" and 6 9/16"
3. Picture frame shown, other frames available

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[30X42 SMOOTH](#)

## LV30X42



CAD Elevation:  
CAD Profile:

[DWG](#) [DXF](#)  
[DWG](#) [DXF](#)

WIDTH	30.0000
HEIGHT	42.0000
LENGTH	0.0000
PROJECTION	2.0000
DIAMETER	0.0000
INSIDE DIAMETER	0.0000
RADIUS	0.0000

All dimensions in inches

\*\*\*Please note prices subject to change\*\*\*



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POLYVINYL CHLORIDE - PVC

POLYURETHANE - PUR » LOUVERS & GABLE VENTS » LOUVER DECORATIVE » RECTANGLE VERTICAL LOUVER  
DECO 32X16X2 SMOOTH



## LV32X16

CAD Elevation:  
CAD Profile:

[DWG](#) [DXF](#)  
[DWG](#) [DXF](#)

WIDTH	32.0000
HEIGHT	16.0000
LENGTH	0.0000
PROJECTION	2.0000
DIAMETER	0.0000
INSIDE	0.0000
DIAMETER	0.0000
RADIUS	0.0000

All dimensions in inches

\*\*\*Please note prices subject to change\*\*\*

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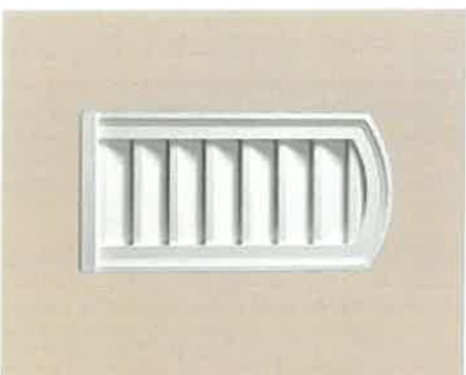
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POLYURETHANE - PUR

- + BALUSTRADES & COLUMNS
- + DECORATIVE MILLWORK
- + E-VENT SYSTEMS
- + FINISHING PRODUCTS
- LOUVERS & GABLE VENTS
- LOUVER DECORATIVE
- LOUVER FUNCTIONAL
- TRIM
- + MOULDINGS
- + WINDOW & DOOR TRIM

POLYVINYL CHLORIDE - PVC

POLYURETHANE - PUR » LOUVERS & GABLE VENTS » LOUVER DECORATIVE » EYBROW LOUVER DECO 18X30X2 SMOOTH



## EBLV18X30

CAD Elevation:  
CAD Profile:

[DWG](#) [DXF](#)  
[DWG](#) [DXF](#)

WIDTH	19.0000
HEIGHT	2.7500
LENGTH	31.0000
PROJECTION	2.0000
DIAMETER	0.0000
INSIDE DIAMETER	0.0000
RADIUS	0.0000

All dimensions in inches

\*\*\*Please note prices subject to change\*\*\*



Manufactured product

Un pr

JELD-WEN®

Thank You  
for Choosing  
JELD-WEN

16128462



National Fenestration  
Rating Council®

CERTIFIED

**JELD-WEN.**  
WINDOWS & DOORS

Builders Vinyl Tilt Single

Hung

Double-glazing with Grid  
and LowE

JEL-N-225-06375-00001

**ENERGY PERFORMANCE RATINGS**  
EVALUACION DE RENDIMIENTO ENERGETICO

U-FACTOR  
FACTOR-U

0.33 (U.S./I-P) | 1.87 (Metric/SI)

SOLAR HEAT GAIN COEFFICIENT  
COEFICIENTE GANANCIA DE ENERGIA SOLAR

0.32

**ADDITIONAL PERFORMANCE RATINGS**  
EVALUACION SUPLEMENTARIA DE RENDIMIENTO

VISIBLE TRANSMITTANCE  
TRANSMISION DE LUZ VISIBLE

0.54

AIR LEAKAGE  
INFILTRACION DE AIRE

≤ 0.3 (U.S./I-P) | ≤ 1.5 (Metric/SI)

Manufacturer stipulates that these ratings conform to applicable NFRC procedures for determining whole product performance. NFRC ratings are determined for a fixed set of environmental conditions and a specific product size. NFRC does not recommend any product and does not warrant the suitability of any product for any specific use. Consult manufacturer's literature for other product performance information.  
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[www.nfrc.org](http://www.nfrc.org)



**American Architectural  
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Manufacturer stipulates conformance to the applicable standards

**JELD-WEN Windows & Doors**

**Builders Vinyl Tilt Single Hung**

**Class R-PG20 - Size Tested 48x84 in**

**Design Pressure = +20/-20 psf**

**Conforms To: AAMA/WDMA/CSA 101/I.S.2/A440-08**

**WARNING:** Drilling, sawing, sanding or machining wood products generates wood dust, a substance known to the State of California to cause cancer. Use a respirator or other safeguards to avoid inhaling wood dust.

"Retain this label and accompanying receipts with your tax materials to claim tax credit, if applicable. See [www.jeld-wen.com/taxcredit](http://www.jeld-wen.com/taxcredit) for full details"

1618696 1

112922217

V10069

11/29/17

**UP**  
ARRIBA / HAUT

INSTALL THIS SIDE  
FACING INTERIOR

INSTALE CON ESTE  
LADO DE CARA AL  
INTERIOR

INSTALLER CE  
CÔTÉ DIRIGÉ VERS  
L'INTERIEUR

# Typical Retaining Wall

(West Property Line Buffer)



Conceptual Retaining Wall  
with Safety Fence



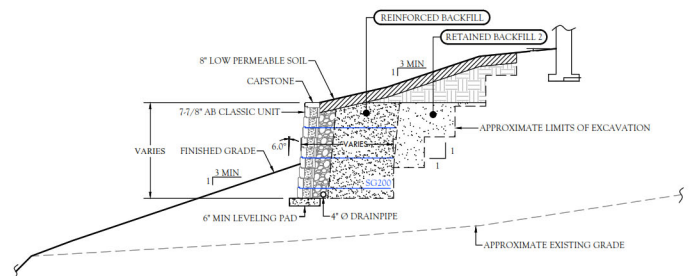
Conceptual Retaining Wall  
with Safety Fence

Product:  
AB Classic Collection  
"Hickory Blend"

Allan Block Corporation  
7424 W. 78th Street  
Bloomington, MN 55439  
Phone: (952) 835-5309  
allanblock.com



"Hickory Blend" - Color



Typical Wall Section

Materials shown for reference only.  
Final color and materials to be determined at time of Final Engineering.

To be installed per manufacturer recommended specifications;  
see manufacturer's website for details and specifications.





CITY OF NEW ALBANY, FRANKLIN COUNTY, OHIO  
PUD

# FINAL DEVELOPMENT PLAN

PREPARED FOR:

EPCON COMMUNITIES  
500 STONEHENG PARKWAY  
DUBLIN, OHIO 43017  
P: (614) 761-1010

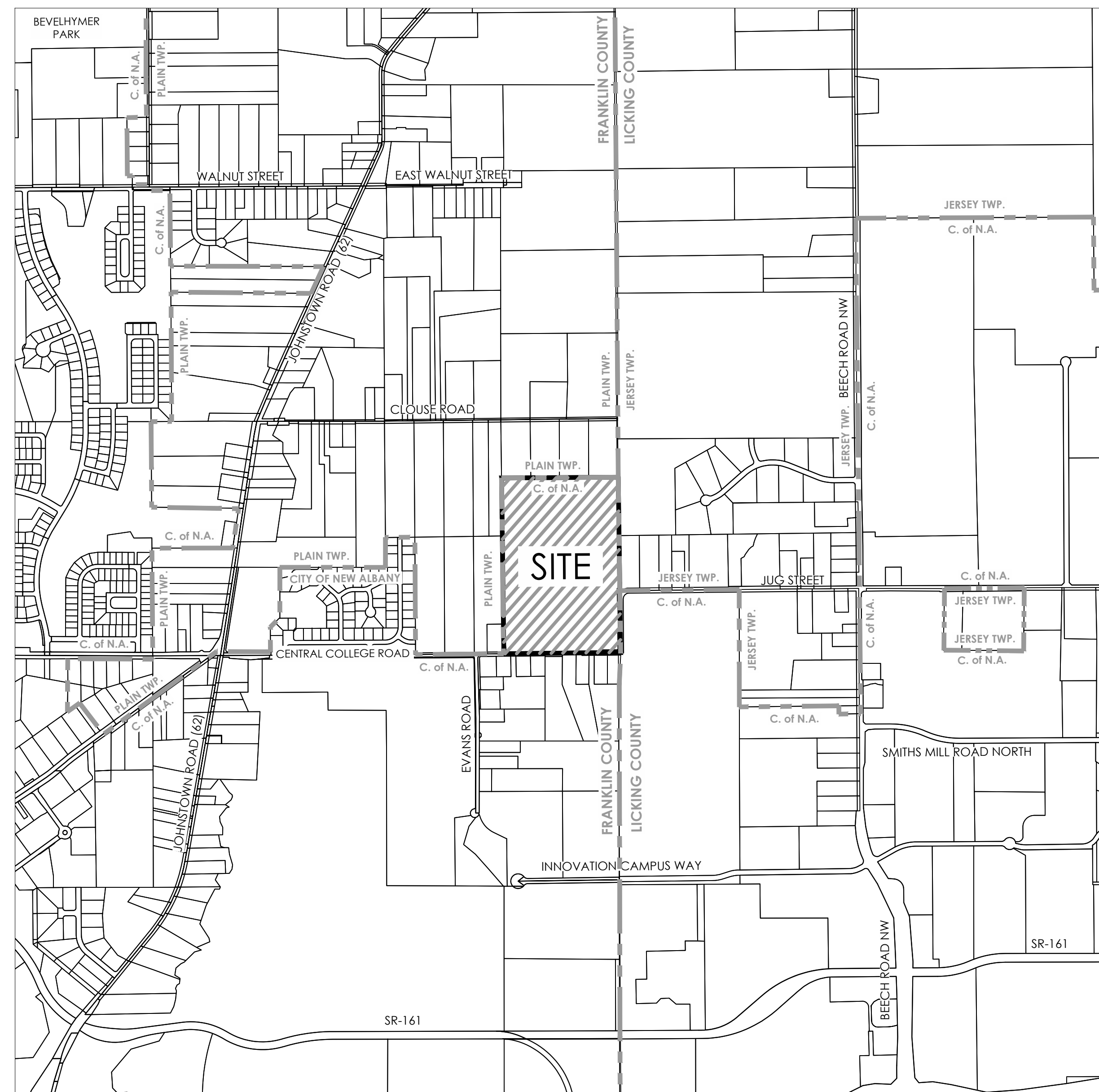
SUBMITTAL:

SEPTEMBER 15, 2023

## RE-SUBMITTAL:

OCTOBER 2, 2023

CIVIL ENGINEER, LAND PLANNER  
& LANDSCAPE ARCHITECT



## SITE LOCATION MAP

## INDEX OF DRAWINGS

- SHEET 1: COMMUNITY OPEN SPACE AND PEDESTRIAN CONNECTIVITY PLAN
- SHEET 2: ILLUSTRATIVE SITE PLAN
- SHEET 3: OPEN SPACE & PEDESTRIAN CONNECTIVITY PLAN
- SHEET 4: SITE PLAN
- SHEET 5: UTILITY PLAN
- SHEET 6: MASTER GRADING PLAN
- SHEET 7: LANDSCAPE KEY PLAN
- SHEET 8: STREET TREE AND POND PLANTING PLAN
- SHEET 9: NORTH BUFFER LANDSCAPE ENLARGEMENTS
- SHEET 10: WEST BUFFER LANDSCAPE ENLARGEMENTS
- SHEET 11: CENTRAL COLLEGE AND JUG ENTRY ENLARGEMENTS
- SHEET 12: AMENITY AREA ENLARGEMENT
- SHEET 13: TYPICAL LANDSCAPE DETAILS
- SHEET 14: TYPICAL LANDSCAPE DETAILS
- SHEET 15: COURTYARD CONCEPTS
- SHEET 16: EXISTING TREE SURVEY
- SHEET 17: EXISTING TREE SURVEY SCHEDULE
- SHEET 18: EXISTING TREE SURVEY (INCLUDES OFF-SITE TREES)

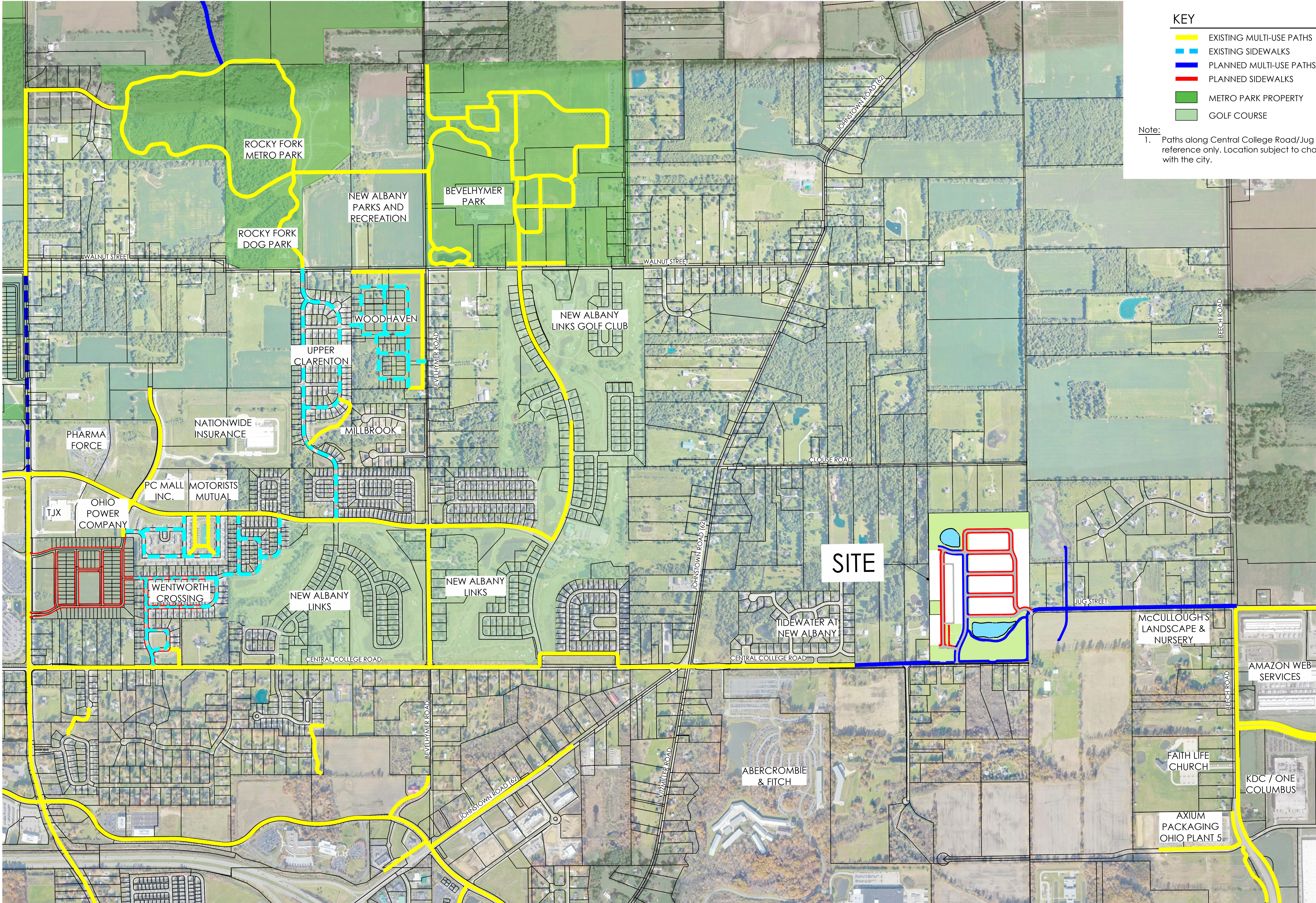
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PLANNING AND ZONING  
COMMISSION DESIGNEE

DATE OF APPROVAL



J:\20230578\Drawings\Final Development Plan\1 Community Open Space and Pedestrian Connectivity Plan.dwg, Last Saved By: sherry, 9/27/2023 4:09 PM Last Printed By: Vancouver, Linda, 9/27/2023 4:18 PM (No Xrefs)



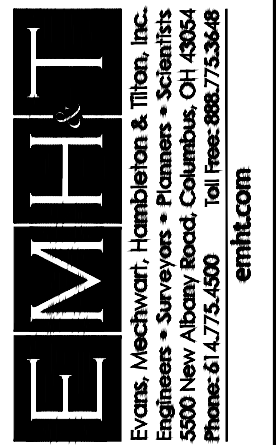
- KEY
- EXISTING MULTI-USE PATHS
  - EXISTING SIDEWALKS
  - PLANNED MULTI-USE PATHS
  - PLANNED SIDEWALKS
  - METRO PARK PROPERTY
  - GOLF COURSE

Note:  
1. Paths along Central College Road/Jug Street/Basin shown for reference only. Location subject to change based on coordination with the city.

REVISIONS		
MARK	DATE	DESCRIPTION
	3/15/23	REVISED PER STAFF COMMENTS
	5/4/23	REVISED PER STAFF COMMENTS
	6/22/23	REVISED PER STAFF COMMENTS



CITY OF NEW ALBANY, FRANKLIN COUNTY, OHIO  
FINAL DEVELOPMENT PLAN  
FOR  
THE COURTYARDS AT HAINES CREEK  
COMMUNITY OPEN SPACE AND PEDESTRIAN  
CONNECTIVITY PLAN



DATE	September 15, 2023
SCALE	None
JOB NO.	20230578
SHEET	1/18

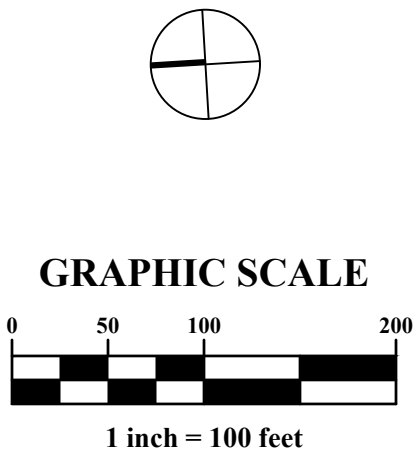


I:\20230578\Draw\04Sheets\Final Development Plan\1 Illustrative Site Plan.dwg, Last Saved By: Johnson, Joseph, 9/27/2023, 4:45 PM (No Xrefs)



Site Data:	
Site Acreage	63.5 ac ±
R/W Dedications	1.9 ac ±
Central College 1.25	
Jug Street 0.65	
Net Developable Acres	61.6 ac ±
Lots	151 du
(107) 42' wide Courtyard Product	
(15) 55' wide Courtyard Product	
( 29) 42' wide Lane Home Product	
Gross Density	2.38 du /ac ±
Open Space Required	21.02 ac ±
0.2 x 63.5 = 12.7	
151 x 2400 = 8.32	
Open Space Provided ( Net BMP)	17.66 ac ±
Open Space Deficit	3.36 ac ±
LF Road	8417 lf ±
LF Lane/Alley	1078 lf ±

- Notes:
1. Number of lots with 42' and 55' wide product may change based on final engineering and market conditions.
  2. Lot numbers 109-112 have been omitted.



REVISIONS

MARK	DATE	DESCRIPTION

EPCON<sup>®</sup>  
Communities

CITY OF NEW ALBANY, FRANKLIN COUNTY, OHIO  
FOR  
FINAL DEVELOPMENT PLAN  
**THE COURTYARDS AT HAINES CREEK**  
ILLUSTRATIVE SITE PLAN

EMHIT

Evans, Meacham, Hamblen & Thoe, Inc.  
5900 New Albany Road, Columbus, OH 43254  
Phone: 614.775.4500 Fax: 614.775.3498  
emhit.com

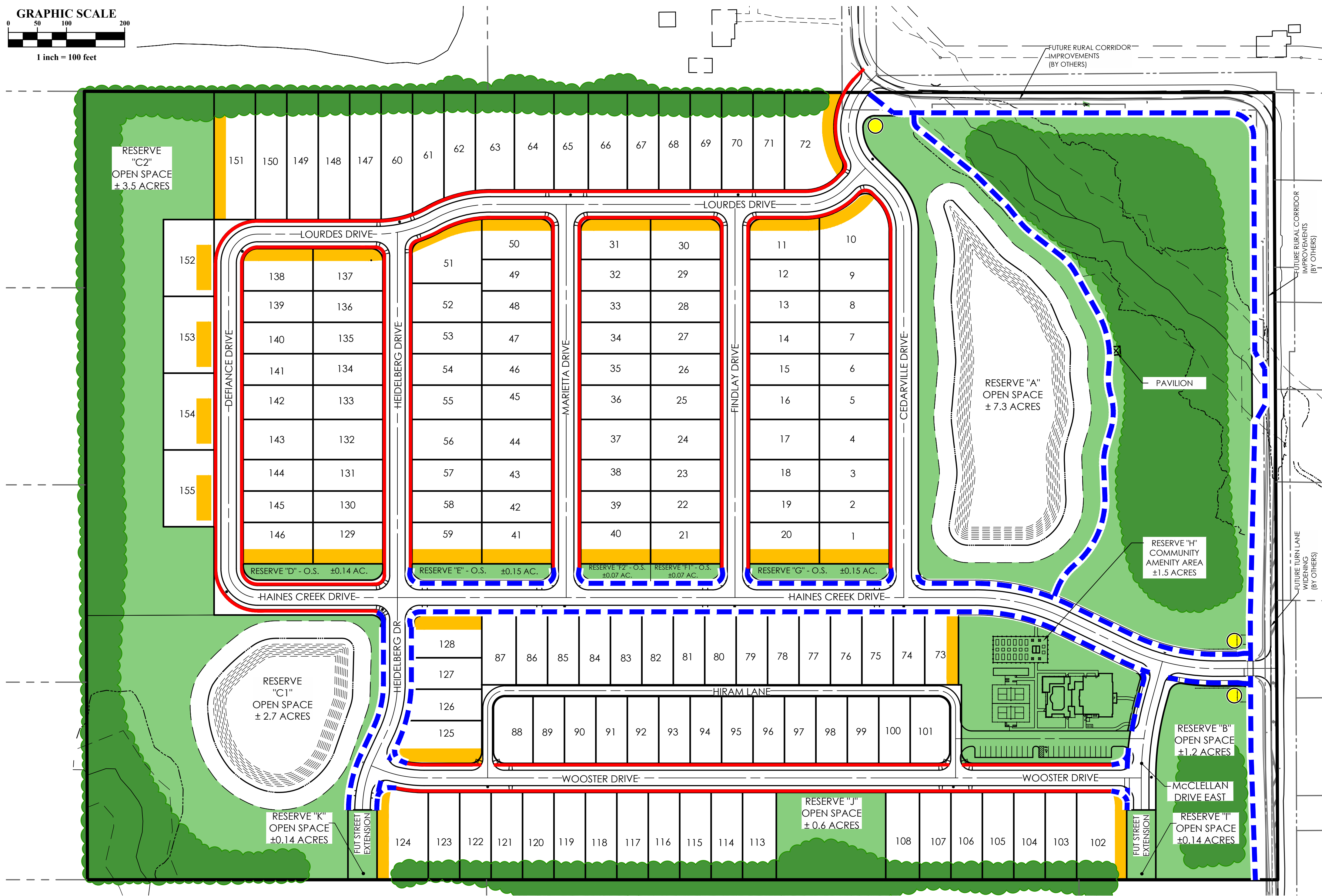
DATE  
September 15, 2023

SCALE  
1" = 100'






JOB NO.  
20230578

SHEET  
2/18





## LEGEND

- |   |  |
|---|--|
|  | PROPOSED OPEN SPACE / PARKLAND   |
|  | 8' LEISURE TRAIL - ± 1.3 MILES   |
|  | 5' SIDEWALK - ± 2 MILES  |
|  | PROPOSED ENTRY FEATURE   |
|  | HOMES REQUIRING ENHANCED SIDE ARCHITECTURAL DETAILS<br>(SEE ZONING TEXT FOR SPECIFIC REQUIREMENTS) |

Notes:

1. Paths along Central College Road/Jug Street/Basin shown for reference only. Location subject to change based on coordination with the city.
2. Lot numbers 109-112 have been omitted.
3. Developer shall preserve trees as shown on the tree survey plan within Reserve J. During construction the Developer shall protect trees to remain with tree protection fence.



PAVILION WITH SEATING



## COMMUNITY GARDEN



## COMMUNITY GARDEN



## PATH AT POND



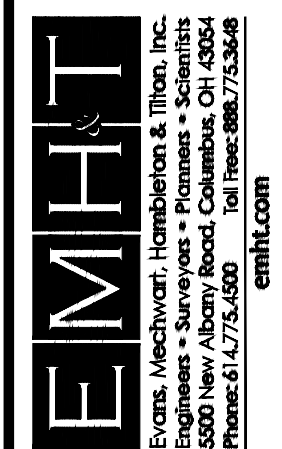
BOCCE COURT



## PICKLEBALL COURT

[illegible]

CITY OF NEW ALBANY, FRANKLIN COUNTY, OHIO  
FINAL DEVELOPMENT PLAN  
FOR  
THE COURTYARDS AT HAINES CREEK  
OPEN SPACE & PEDESTRIAN CONNECTIVITY PLAN



DATE  
September 15, 2023

SCALE

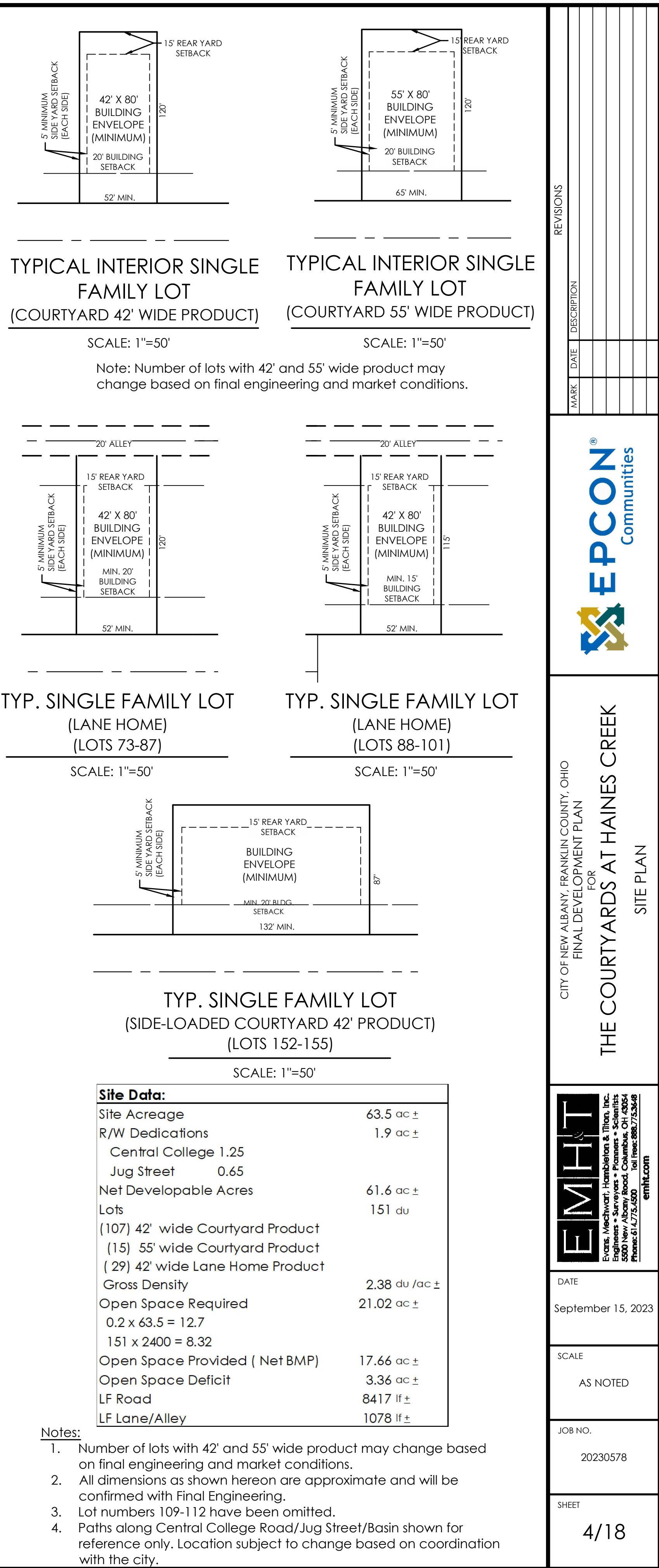
AS NOTED

JOB NO.  
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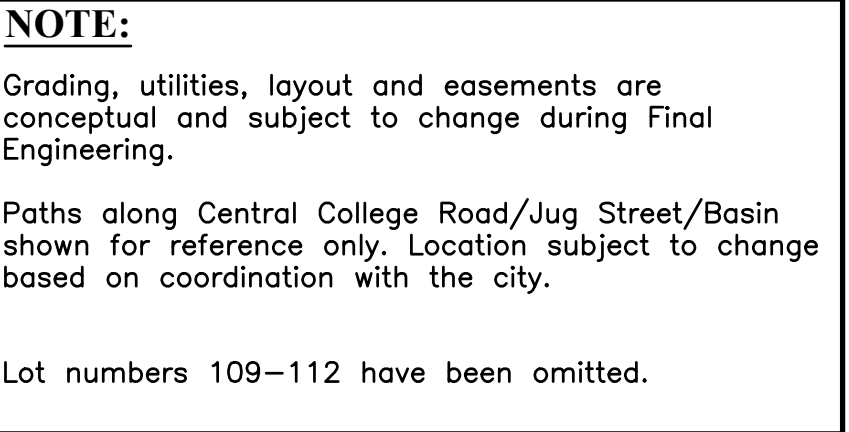
SHEET

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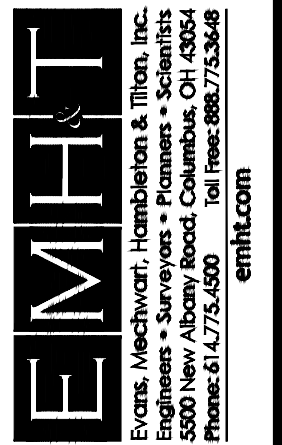






[illegible]

CITY OF NEW ALBANY, FRANKLIN COUNTY, OHIO  
FINAL DEVELOPMENT PLAN  
FOR  
THE COURTYARDS AT HAINES CREEK  
UTILITY PLAN



DATE  
September 15, 2023

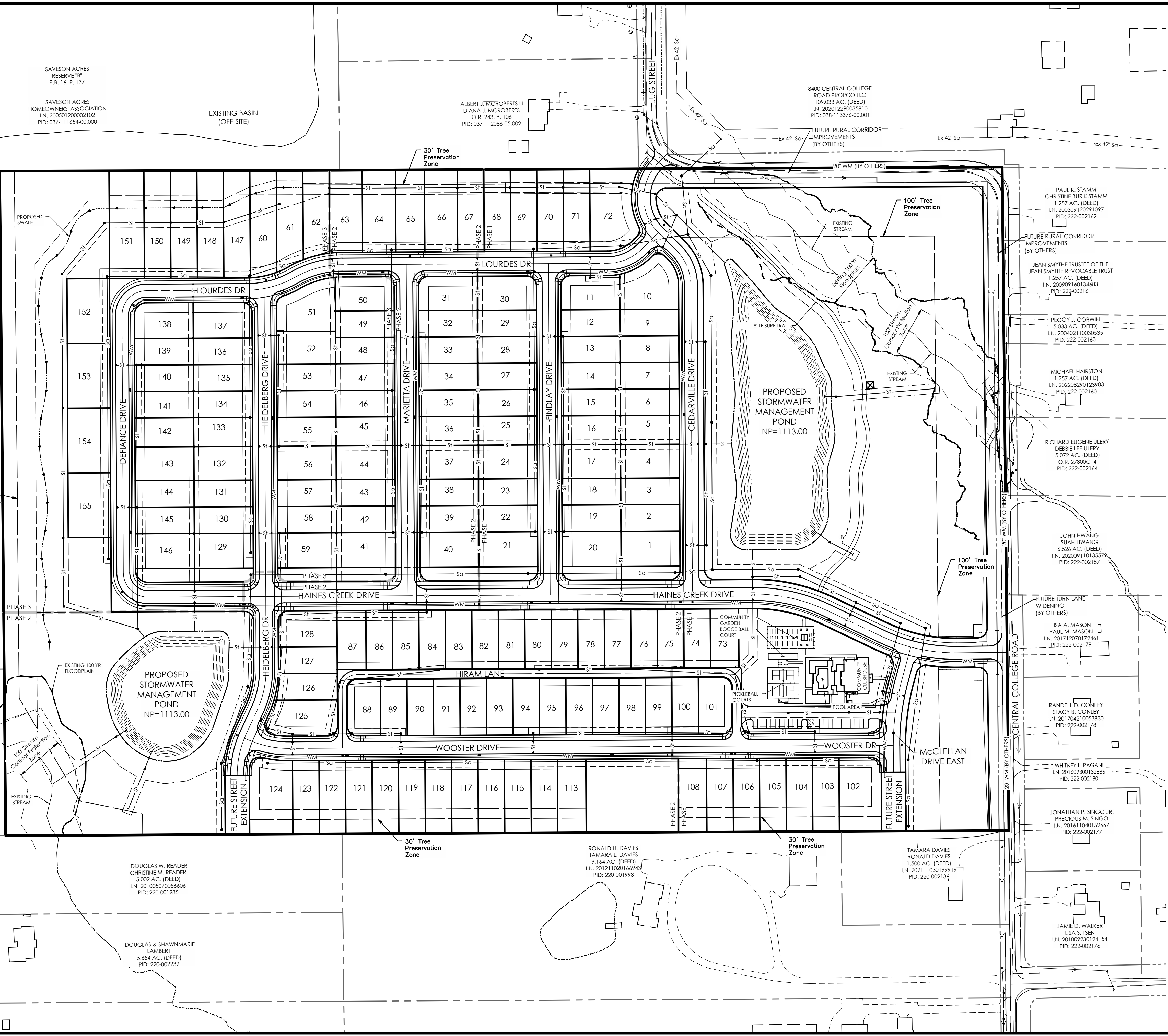
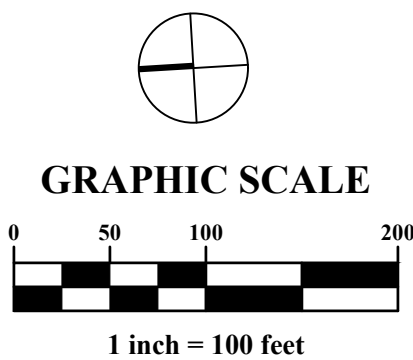
SCALE

**1" = 100'**

JOB NO.  
20230578

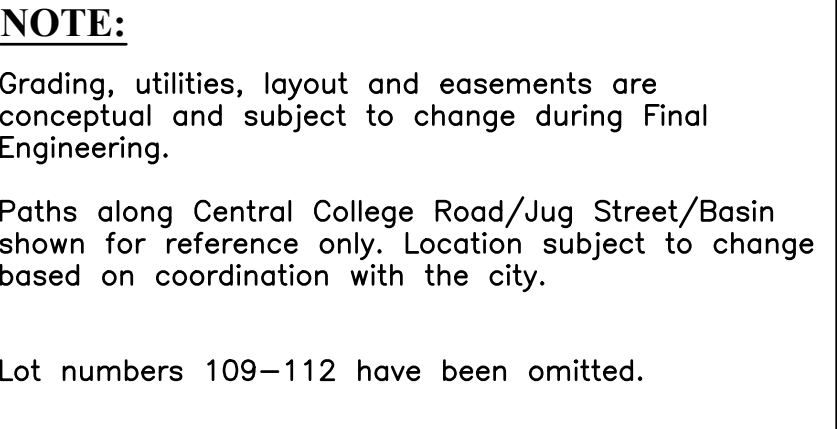
SHEET

5/18

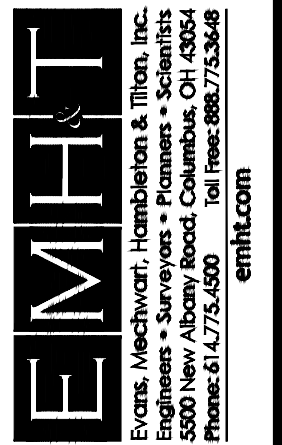


J:\20230578\Drawg\04Sheets\Final Development Plan\6 Utility Plan.dwg, Last Saved By: Vanover, Linda, 9/27/2023 4:20 PM  
3 Xrefs: 20171086 - IS-REFER-R 20171086 - IRLK 20171086-XS-TOPO-F



[illegible]

CITY OF NEW ALBANY, FRANKLIN COUNTY, OHIO  
FINAL DEVELOPMENT PLAN  
FOR  
THE COURTYARDS AT HAINES CREEK  
MASTER GRADING PLAN



DATE  
September 15, 2023

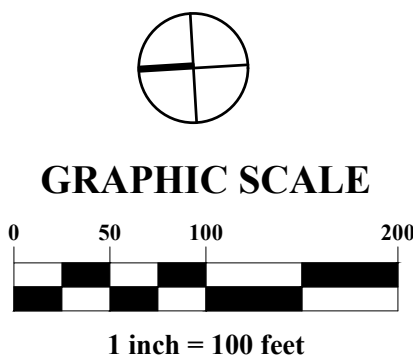
SCALE

**1" = 100'**

JOB NO.  
20230578

SHEET

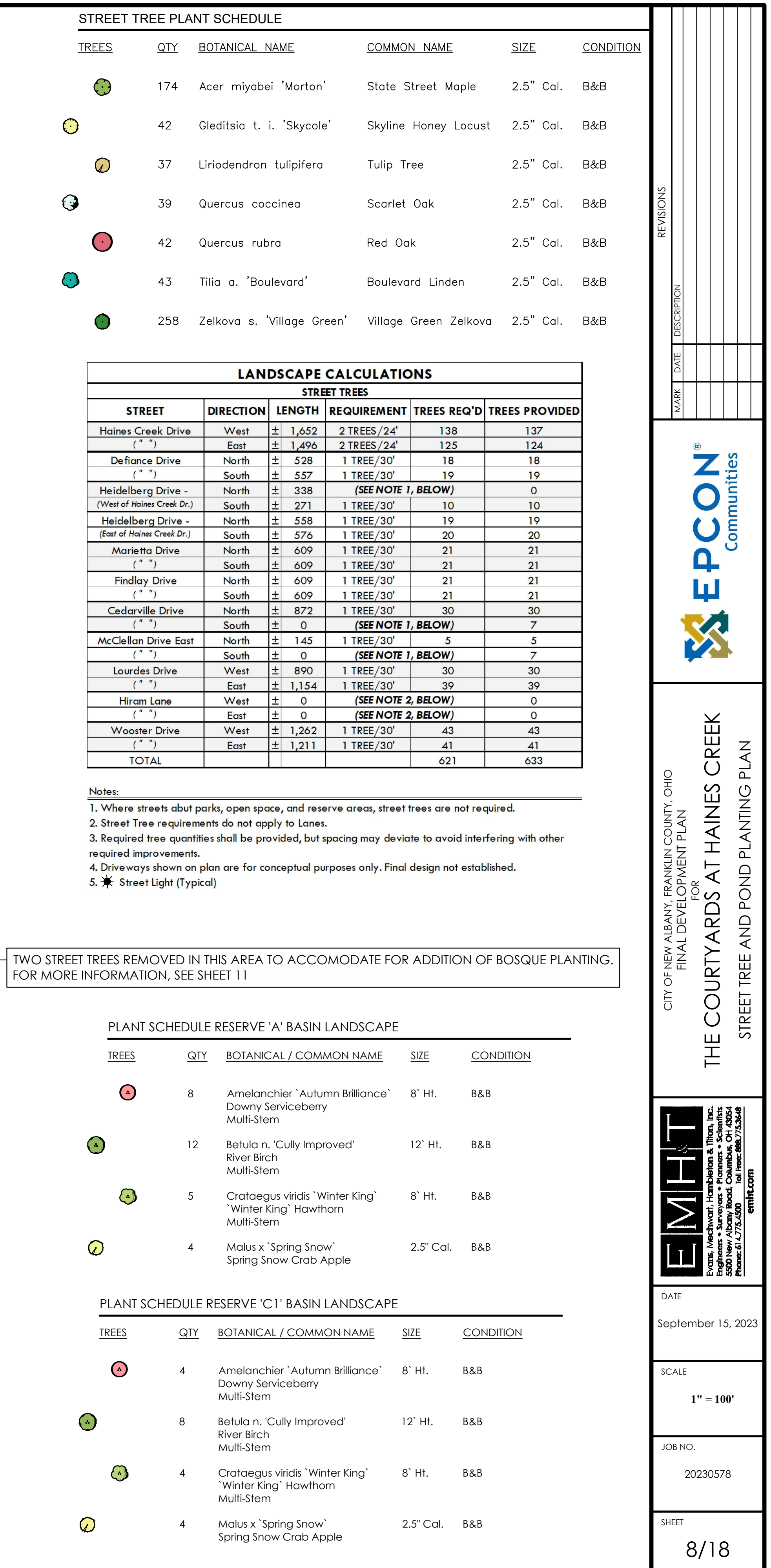
6/18





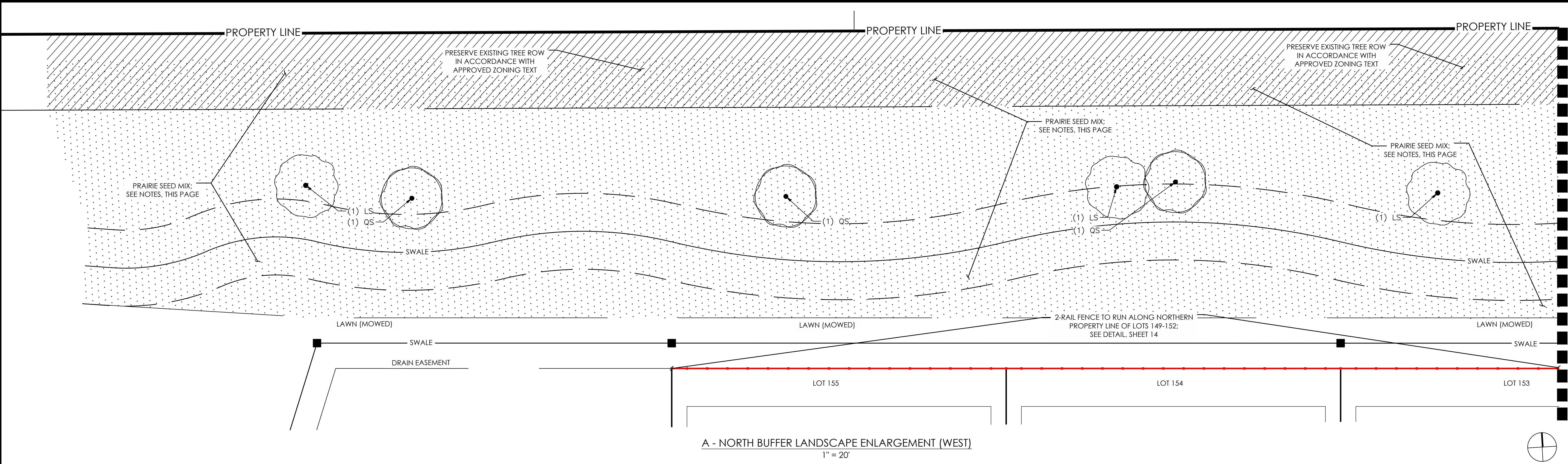




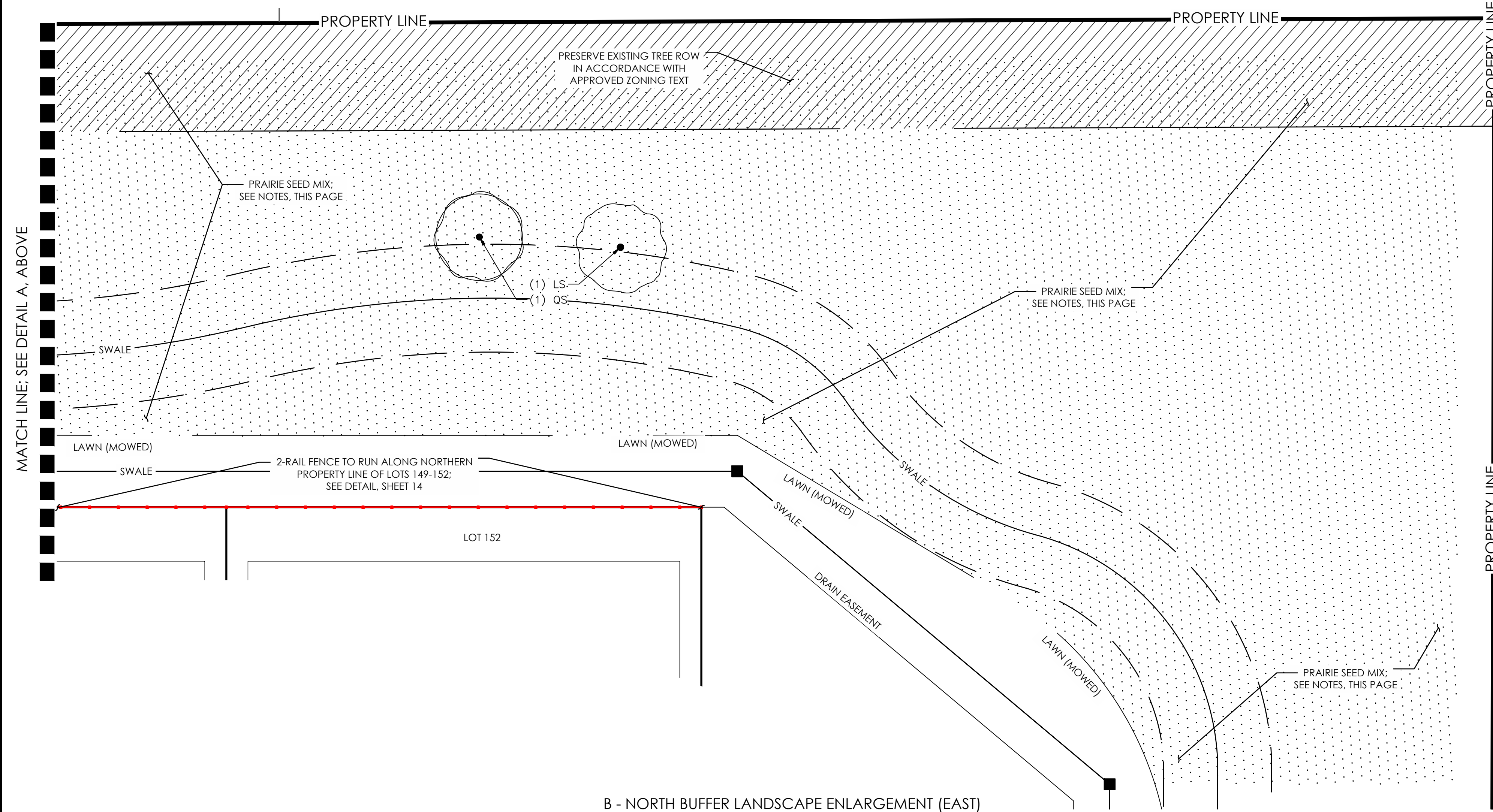




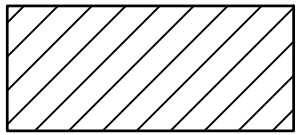
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3 Years - 20171086 - B - LS - REEF - B - 20171086 - TBLK - 20171086 - XS - 1000 - F



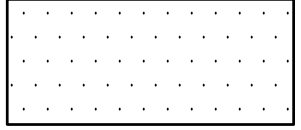
A - NORTH BUFFER LANDSCAPE ENLARGEMENT (WEST)  
1" = 20'



B - NORTH BUFFER LANDSCAPE ENLARGEMENT (EAST)  
1" = 20'



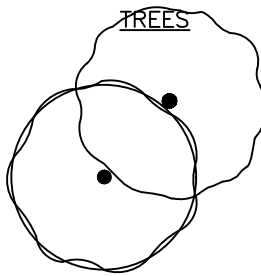
TREE PRESERVATION AREA



PRAIRIE SEED MIX

- Seed mixture shall be pre-mixed by manufacturer, Comprised of:
  - Aruba or Audobon Red Fescue
  - J5 Chewings Fescue
  - Ecostar Hard Fescue
  - Marco Polo Sheeps Fescue
  - Annual Ryegrass
- Contractor to review seed mix with owner prior to installation.

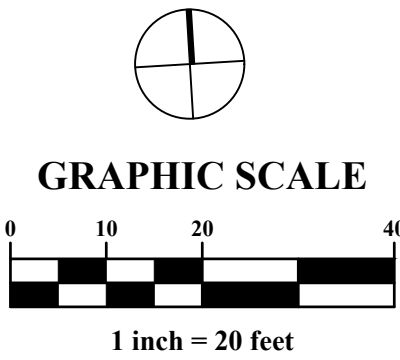
PLANT SCHEDULE NORTH BUFFER LANDSCAPE ENLARGEMENT



TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONDITION
	LS	4	Liquidambar styraciflua	American Sweet Gum	2" Cal.	B&B
	QS	4	Quercus shumardii	Shumard Oak	2" Cal.	B&B

NOTES:

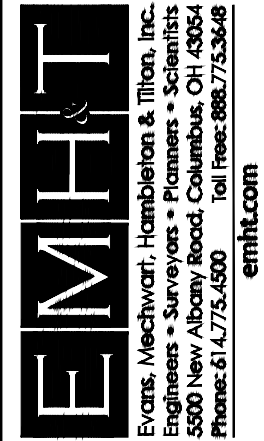
- Lot numbers 109-112 have been omitted.
- Per text commitments:  
Within the area between the northern perimeter boundary line of this zoning district and extending southward to the upper limit of a drainage swale that will be installed within the large open space/reserve area in the northern portion of the site, the application of fertilizer or other lawn treatment chemicals shall be prohibited.



REVISIONS		
MARK	DATE	DESCRIPTION



CITY OF NEW ALBANY, FRANKLIN COUNTY, OHIO  
FINAL DEVELOPMENT PLAN  
FOR  
THE COURTYARDS AT HAINES CREEK  
NORTH BUFFER LANDSCAPE ENLARGEMENTS

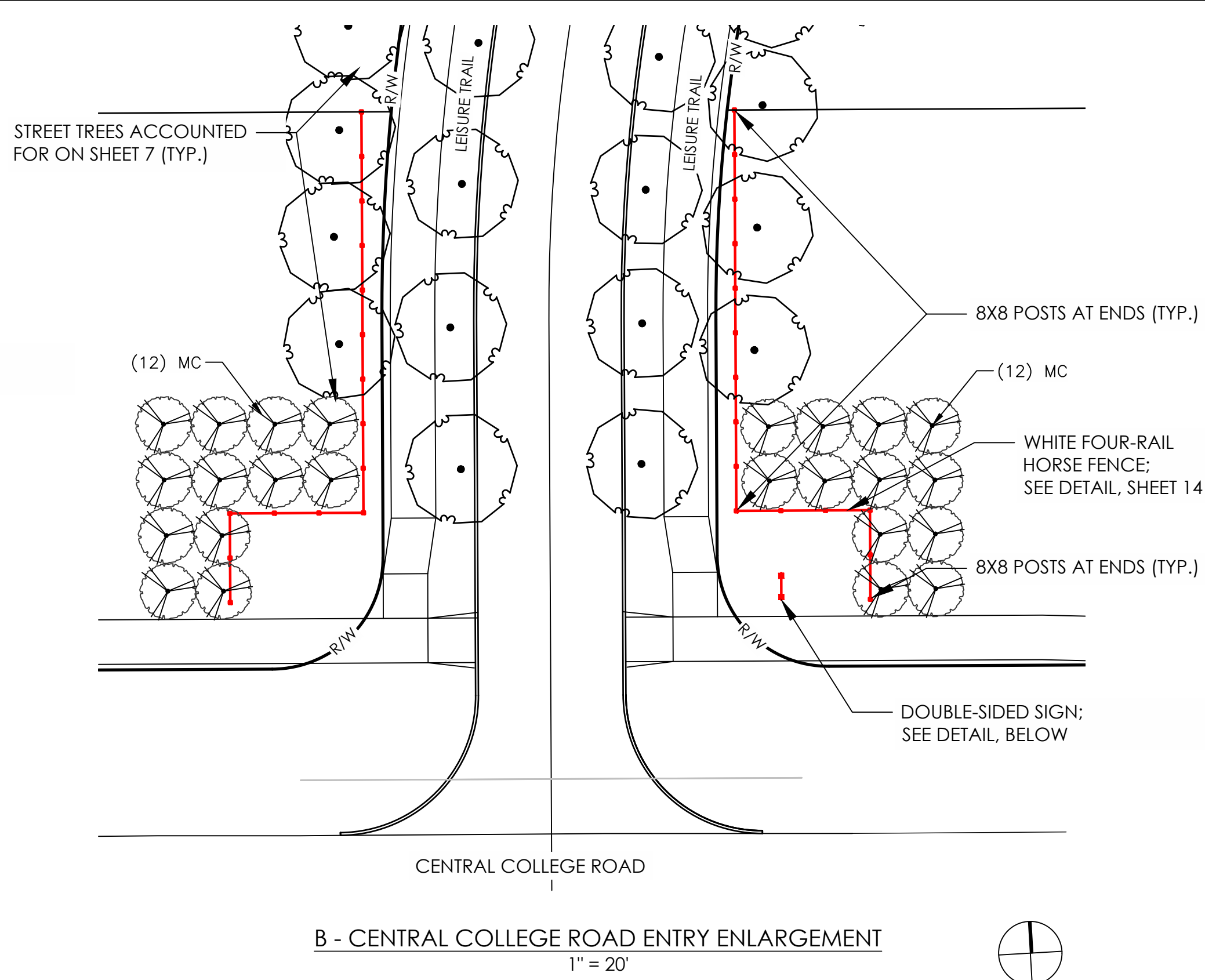



DATE
September 15, 2023
SCALE
AS NOTED
JOB NO.
20230578
SHEET




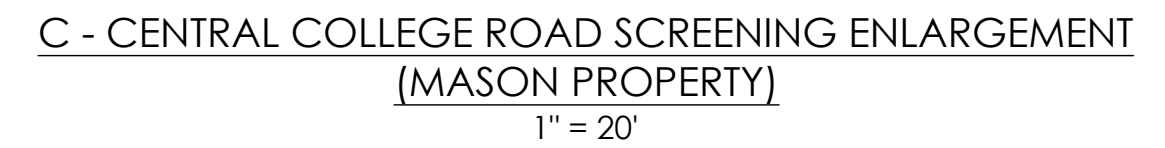







<u>TREES</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>CONDITION</u>
	MC	11	Malus x 'Sargentii'	Sargent Crabapple	2.5" Cal.	B&B

<u>TREES</u>	<u>CODE</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>CONDITION</u>
	MC	23	Malus x 'Sargentii'	Sargent Crabapple	2.5" Cal.	B&B



<u>EVERGREEN TREES</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>CONDITION</u>
	9	Picea abies	Norway Spruce	6' Ht.	B&B

1. Lot numbers 109-112 have been omitted.
2. Tree locations will be verified with OUPS and coordinated with the property owner prior to installation.



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Communities

CITY OF NEW ALBANY, FRANKLIN COUNTY, OHIO  
FINAL DEVELOPMENT PLAN

FOR

THE COURTYARDS AT HAINES CREEK

CENTRAL COLLEGE AND JUG ENTRY ENLARGEMENTS

**EMHT**  
Evars, Mechtwari, Hambleton & Tilton, Inc.  
Engineers • Surveyors • Planners • Scientists  
5500 New Albany Road, Columbus, OH 43054  
Phone: 614.775-4500    Toll Free: 888.775.3648  
[emht.com](http://emht.com)

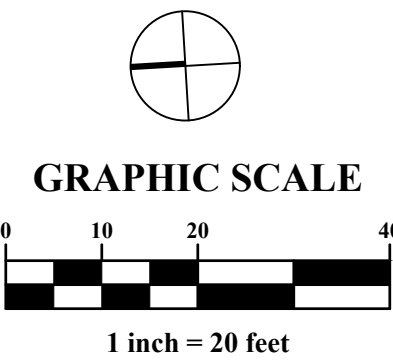
September 15, 2023

AS NOTED

OB NO.  
20230578

11/18

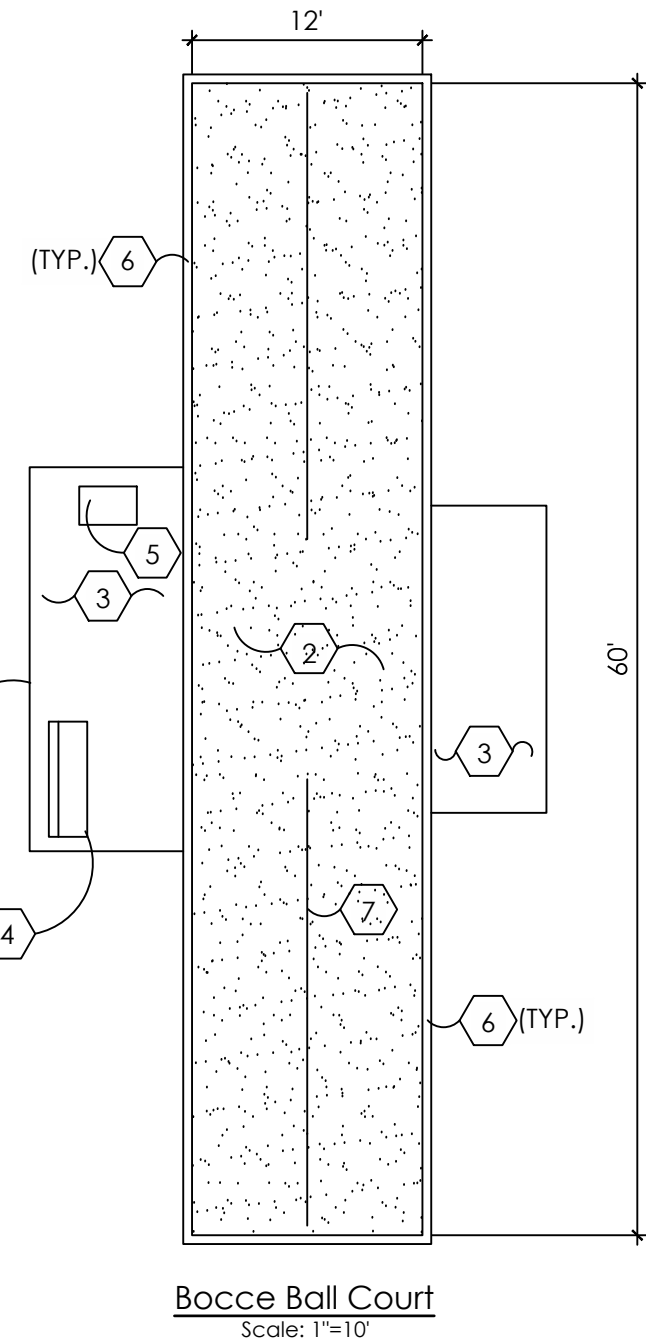
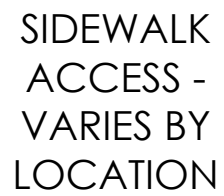



$$1'' = 20'$$

<u>TREES</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>CONDITION</u>
CF	11	Carpinus b. 'Fastigiata'	Columnar Hornbeam	2.5" Cal.	B&B
CV	10	Crataegus viridis 'Winter King'	'Winter King' Hawthorn	8' Ht.	B&B
PM	4	Platanus x 'Morton Circle'	Exclamation London Plane	2.5" Cal.	B&B
<u>SHRUBS</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>CONDITION</u>
HA	16	Hydrangea arborescens 'Annabelle'	Annabelle Hydrangea	36" Ht.	B&B
JT	2	Juniperus virginiana 'Taylor'	Taylor Eastern Redcedar	5' Ht.	B&B
RR	13	Rosa x 'Radsunny'	Yellow Knock Out Rose	#3	Cont.
RR	13	Rosa x 'Radtko'	Red Double Knock Out Rose	#3	Cont.
RW	12	Rosa x 'Radwhite'	White Knock Out Rose	#3	Cont.
SM	13	Syringa meyeri 'Palibin'	Dwarf Korean Lilac	24" Ht.	B&B or Cont.
TN	40	Taxus c. var. 'Nana'	Dwarf Japanese Yew	24" Ht.	B&B
TX	78	Taxus x media 'Hicksii'	Hicks Yew	36" Ht. min.	B&B
VJ	13	Viburnum x juddii	Judd Viburnum	36" Ht.	B&B
<u>PERENNIALS/ORN. GRASSES</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>CONDITION</u>
AG	28	Astilbe x arendsii 'Glut'	Red Astilbe	#1	Cont.
CK	62	Calamagrostis x acutiflora 'Karl Foerster'	Feather Reed Grass	#2	Cont.
EF	41	Echinacea purpurea 'Fragrant Angel'	Fragrant Angel Coneflower	#1	Cont.
EK	24	Echinacea purpurea 'Kim's Knee High'	Kim's Knee High Coneflower	#1	Cont.
HH	7	Hosta x 'Halcyon'	Halcyon Hosta	#1	Cont.
HR	8	Hosta x 'Regal Splendor'	Regal Splendor Hosta	#1	Cont.
LB	66	Liriope muscari 'Big Blue'	Big Blue Lilyturf	#1	Cont.
LS2	43	Liriope muscari 'Silvery Sunproof'	Silvery Sunproof Lilyturf	#1	Cont.
PB	25	Pennisetum alopecuroides 'Little Bunny'	Little Bunny Fountain Grass	#1	Cont.
SA	44	Sedum x 'Herbstfreude'	Autumn Joy Sedum	#1	Cont.
<u>ANNUALS</u>	<u>QTY</u>	<u>BOTANICAL NAME</u>	<u>COMMON NAME</u>	<u>SIZE</u>	<u>CONDITION</u>
AN	91	Annuals Area	Annuals (12" O.C.)	Mass	

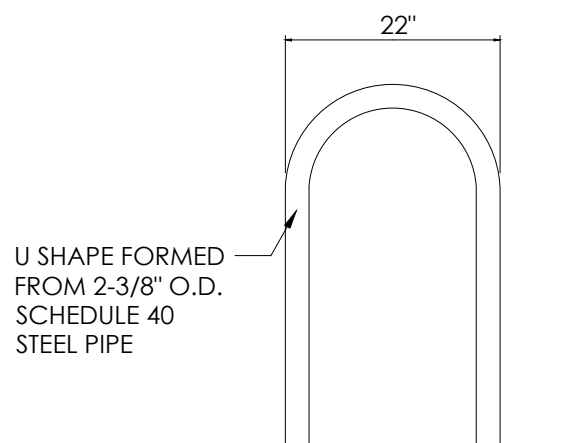


## Low-rail Fence, Potting Table, And Garden Shed



- ① PAVEMENTS TO MEET FLUSH.
- ② 48" HGT. BLACK VINYL COATED CHAIN LINK FENCE, OR OWNER APPROVED EQUIVALENT. 3" TERMINALS AND 2.5" LINE POSTS TO BE SET IN CONCRETE FOOTING WITH 1" TOP AND BOTTOM RAILS.
- ③ SEATING AREA, FINISH MATERIALS AND COLOR BY OWNER
- ④ 6 FT. OUTDOOR PARK BENCH WITH BACK - STEEL SLAT - BLACK, BY GLOBAL INDUSTRIAL, OR OWNER APPROVED EQUAL. [WWW.GLOBALINDUSTRIAL.COM](http://WWW.GLOBALINDUSTRIAL.COM). SEE DETAIL THIS SHEET
- ⑤ OUTDOOR STORAGE BOX, BY OWNER
- ⑥ ASPHALT COURT PLAYING SURFACE IN GREEN COATING
- ⑦ ASPHALT COURT PLAYING SURFACE IN BLUE COATING
- ⑧ NET POST IN SLEEVE. INSTALL STEEL GROUND SLEEVES IN CONCRETE FOOTING FOR 3" TERMINAL AND 2.5" LINE POST. AVAILABLE THROUGH TOTAL TENNIS, INC., OR OWNER APPROVED EQUAL. [WWW.TOTALTENNISINC.COM](http://WWW.TOTALTENNISINC.COM)
- ⑨ TTI CHAMPIONSHIP PICKLEBALL NET, OR OWNER APPROVED EQUIVALENT. AVAILABLE THROUGH TOTAL TENNIS, INC. [WWW.TOTALTENNISINC.COM](http://WWW.TOTALTENNISINC.COM)
- ⑩ WHITE TEXTURED LINE PAINT. USE NOVATEX TEXTURED LINE PAINT OR OWNER APPROVED EQUAL.

- ① PAVEMENTS TO MEET FLUSH.
- ② BRASSFIELD FINES BOCCIE COURT, SEE DETAIL 5. THIS SHEET.
- ③ SEATING AREA, FINISH MATERIALS AND COLOR BY OWNER.
- ④ 6 FT. OUTDOOR PARK BENCH WITH BACK - STEEL SLAT - BLACK, BY GLOBAL INDUSTRIAL. BY OWNER APPROVED EQUAL [WWW.GLOBALINDUSTRIAL.COM](http://WWW.GLOBALINDUSTRIAL.COM), SEE DETAIL, THIS SHEET
- ⑤ OUTDOOR STORAGE BOX, BY OWNER
- ⑥ BOCCIE COURT EDGING,
- ⑦ 6" DUAL PERFORATED DRAINAGE PIPE, SLOPE AT MIN. .75%, TIE INTO LOCAL DRAINAGE STRUTURE.



Not to Scale  
Bike rack location to be approved by the city



6' Metal Bench  
Or Owner Approved Equal  
Not to Scale

1. All dimensions as shown hereon are approximate and will be confirmed with Final Engineering.



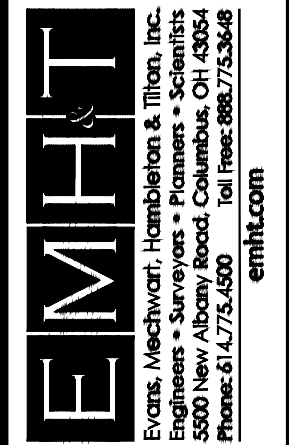
EPCON<sup>®</sup>  
Communities

CITY OF NEW ALBANY, FRANKLIN COUNTY, OHIO  
FINAL DEVELOPMENT PLAN

FOR

THE COURTYARDS AT HAINES CREEK

AMENITY AREA ENLARGEMENT



DATE  
September 15, 2023

SCALE

AS NOTED

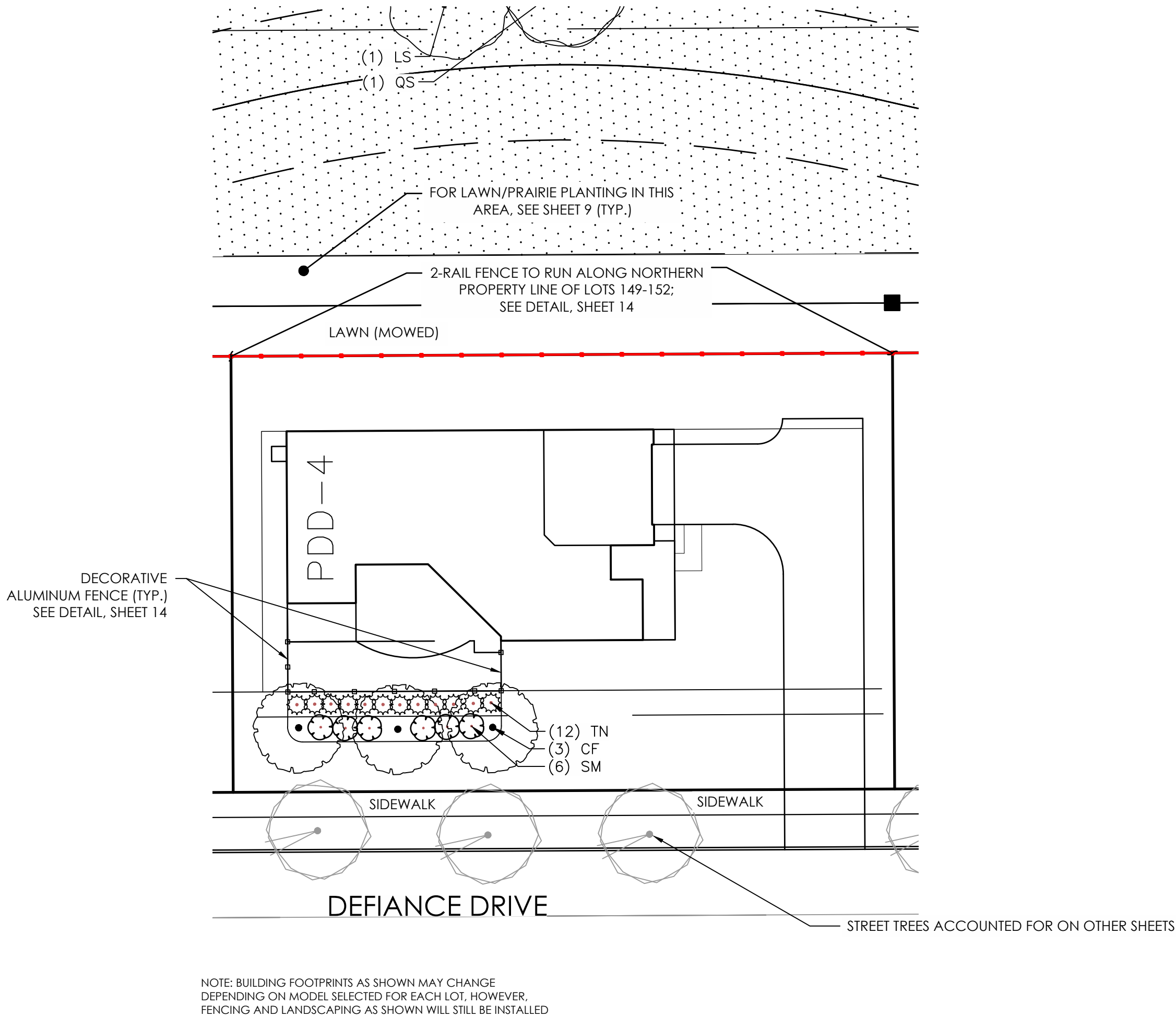
JOB NO.  
20230578

SHEET

9/18

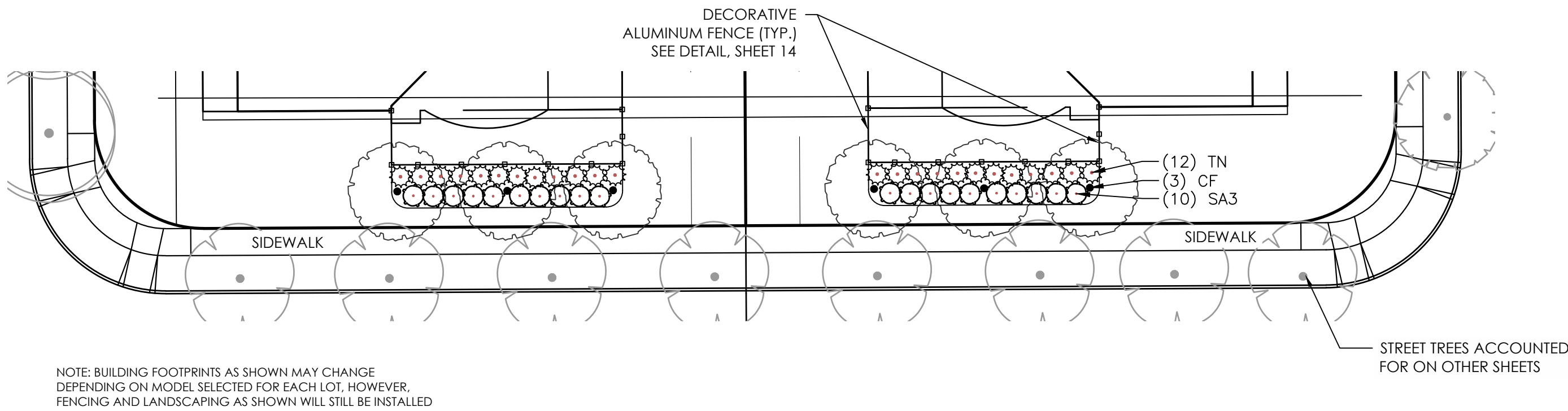


J:\20230578 Dwg\04Sheets\Final Development - Plan\9 Buffer Landscape Enlargements.dwg, Last Saved By: Vanover, Linda, 9/27/2023 4:22 PM  
1 Year: 20171086 = TBK 20171086-XS=10B0-F



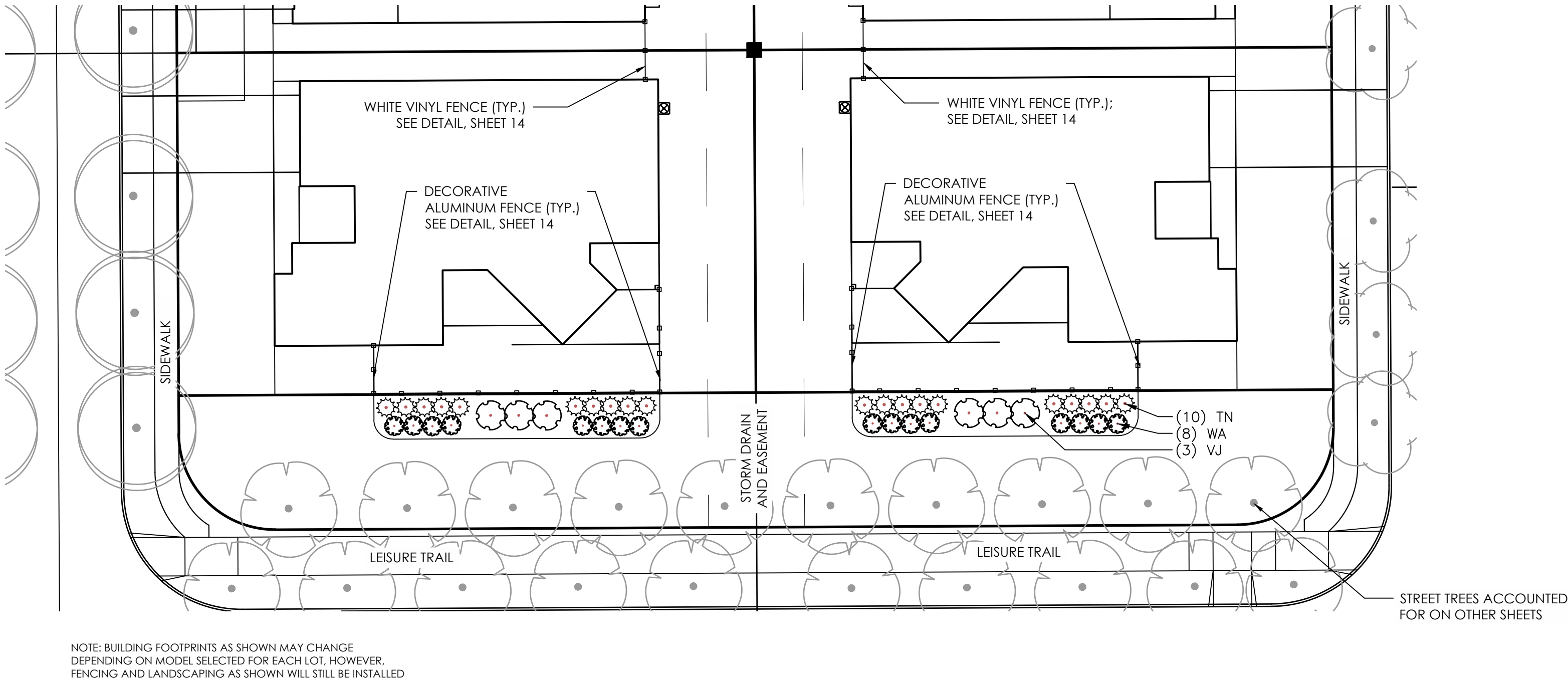
PLANT SCHEDULE SIDE LOAD FRONT YARD LOT LANDSCAPE (TYPICAL OF LOTS LISTED ABOVE)

TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONDITION
CF	3	Carpinus b. 'Fastigiata'	Columnar Hornbeam	2.5" Cal.	B&B
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONDITION
SM	6	Syringa meyeri 'Palibin'	Dwarf Korean Lilac	24" Ht.	B&B or Cont.
TN	12	Taxus c. var. 'Nana'	Dwarf Japanese Yew	24" Ht.	B&B



PLANT SCHEDULE SIDE YARD LANDSCAPE (TYPICAL OF LOTS LISTED ABOVE)

TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONDITION
CF	3	Carpinus b. 'Fastigiata'	Columnar Hornbeam	2.5" Cal.	B&B
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONDITION
SA3	10	Spiraea x bumalda 'Anthony Waterer'	Anthony Waterer Spirea	18" Ht.	B&B or Cont.
TN	12	Taxus c. var. 'Nana'	Dwarf Japanese Yew	24" Ht.	B&B

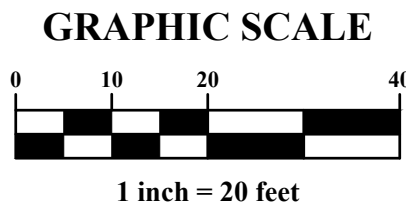


PLANT SCHEDULE HAINES CREEK DRIVE LOT LANDSCAPE (TYPICAL OF LOTS LISTED ABOVE)

SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONDITION
TN	10	Taxus c. var. 'Nana'	Dwarf Japanese Yew	24" Ht.	B&B
VJ	3	Viburnum x juddii	Judd Viburnum	36" Ht.	B&B
WA	8	Weigela f. 'Alexandra'	Wine & Roses Weigela	24" Ht.	B&B or Cont.

Notes:

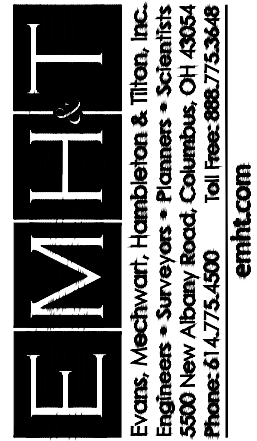
- All dimensions as shown hereon are approximate and will be confirmed with Final Engineering.
- Lot numbers 109-112 have been omitted.
- Building footprints as shown may change, depending on model selected for each lot; however, fencing and landscaping as shown will still be installed.



REVISIONS	MARK	DATE	DESCRIPTION

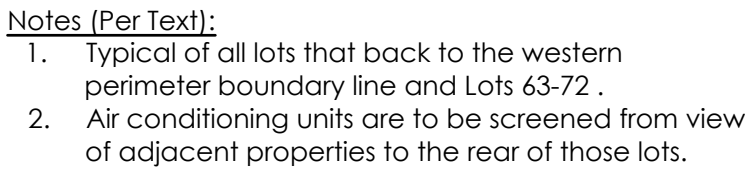


CITY OF NEW ALBANY, FRANKLIN COUNTY, OHIO  
FINAL DEVELOPMENT PLAN  
FOR  
THE COURTYARDS AT HAINES CREEK  
TYPICAL LANDSCAPE DETAILS




DATE
September 15, 2023
SCALE
AS NOTED
JOB NO.
20230578
SHEET



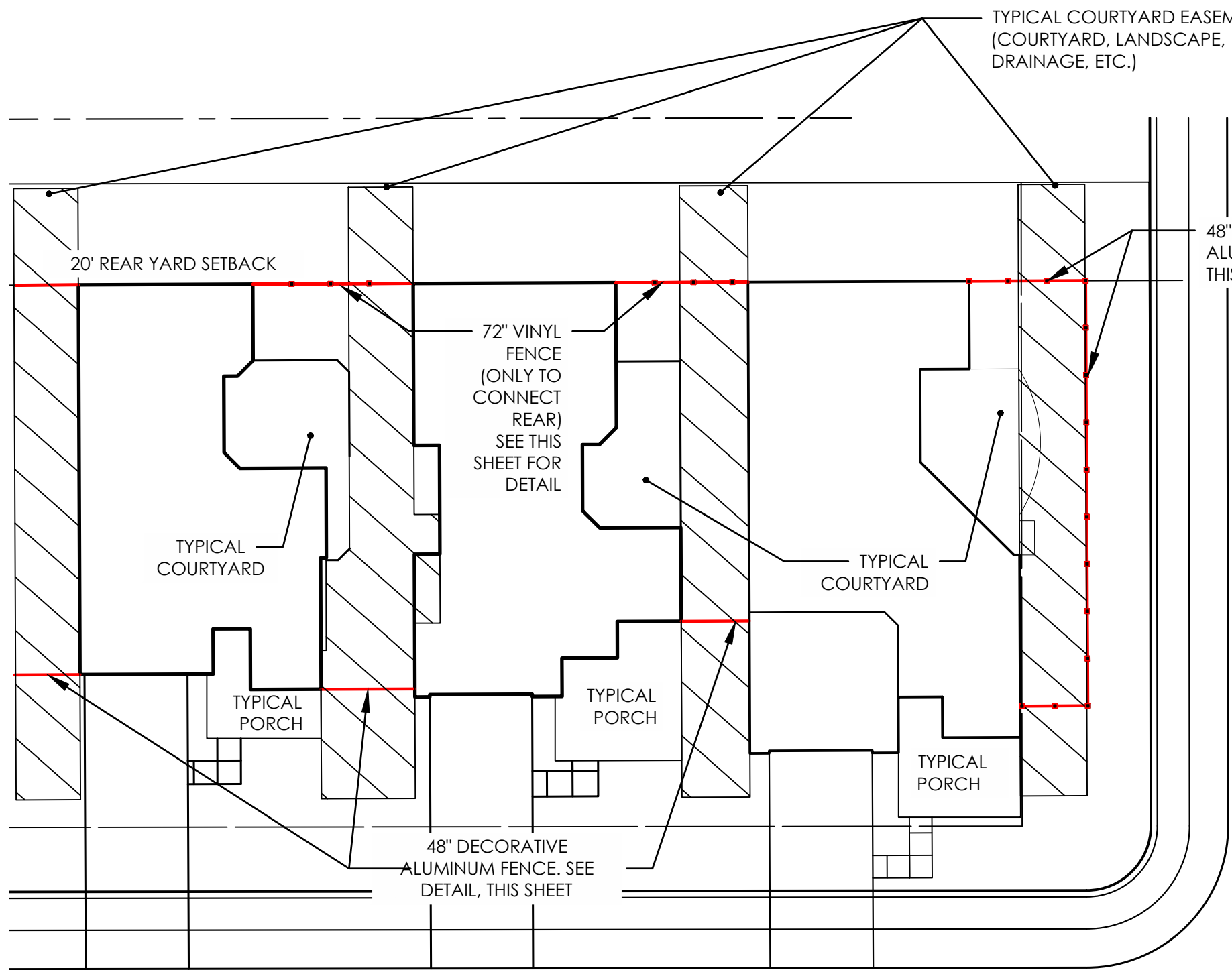


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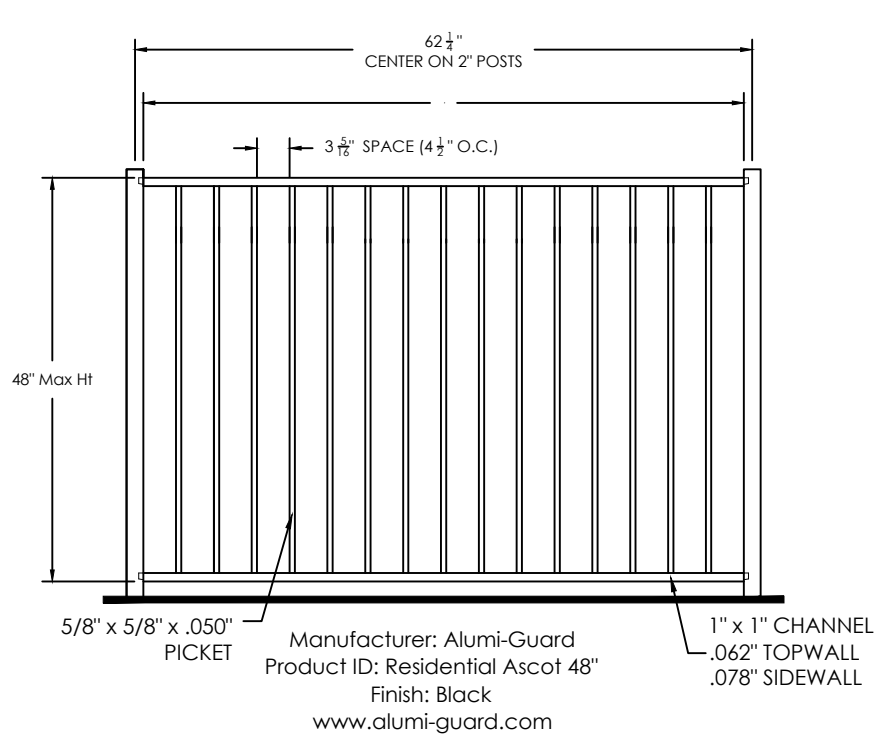
CITY OF NEW ALBANY, FRANKLIN COUNTY, OHIO  
FINAL DEVELOPMENT PLAN  
FOR  
THE COURTYARDS AT HAINES CREEK  
TYPICAL LANDSCAPE DETAILS

 Evans, Medawar, Hambrook & Milne, Inc. 5500 New Albany Road, Columbus, OH 43264 Phone: 61.775.6900 Tel. Fax: 668.773.648		emhit.com
DATE	September 15, 2023	
SCALE	AS NOTED	
JOB NO.	20230578	
SHEET	14/18	

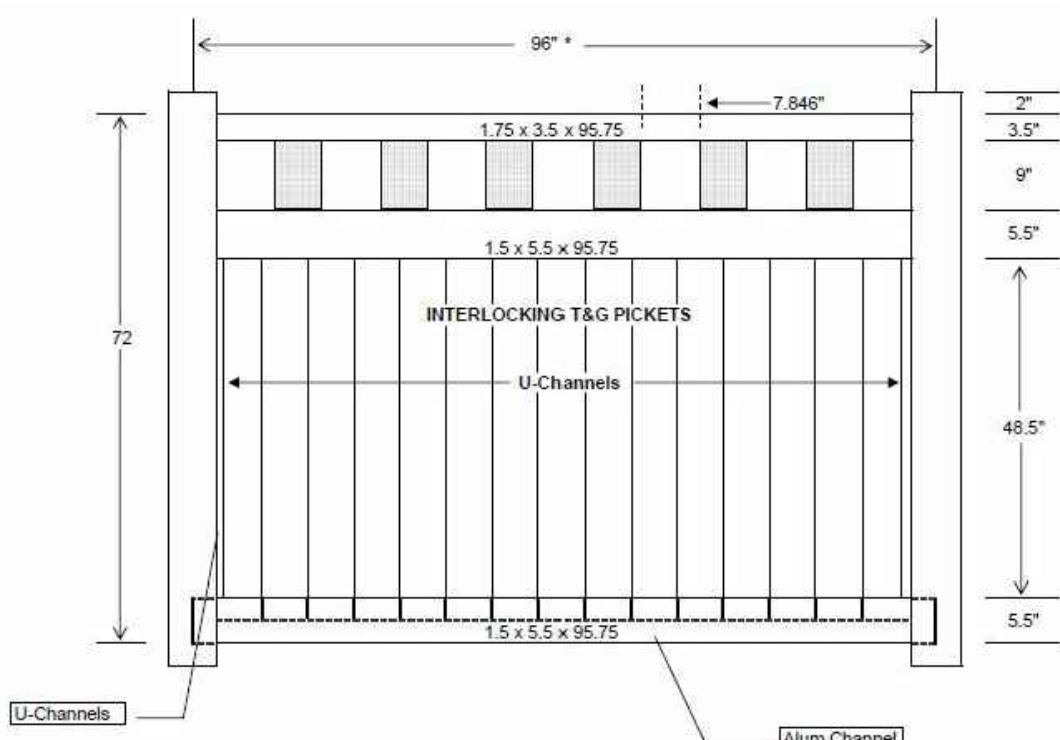




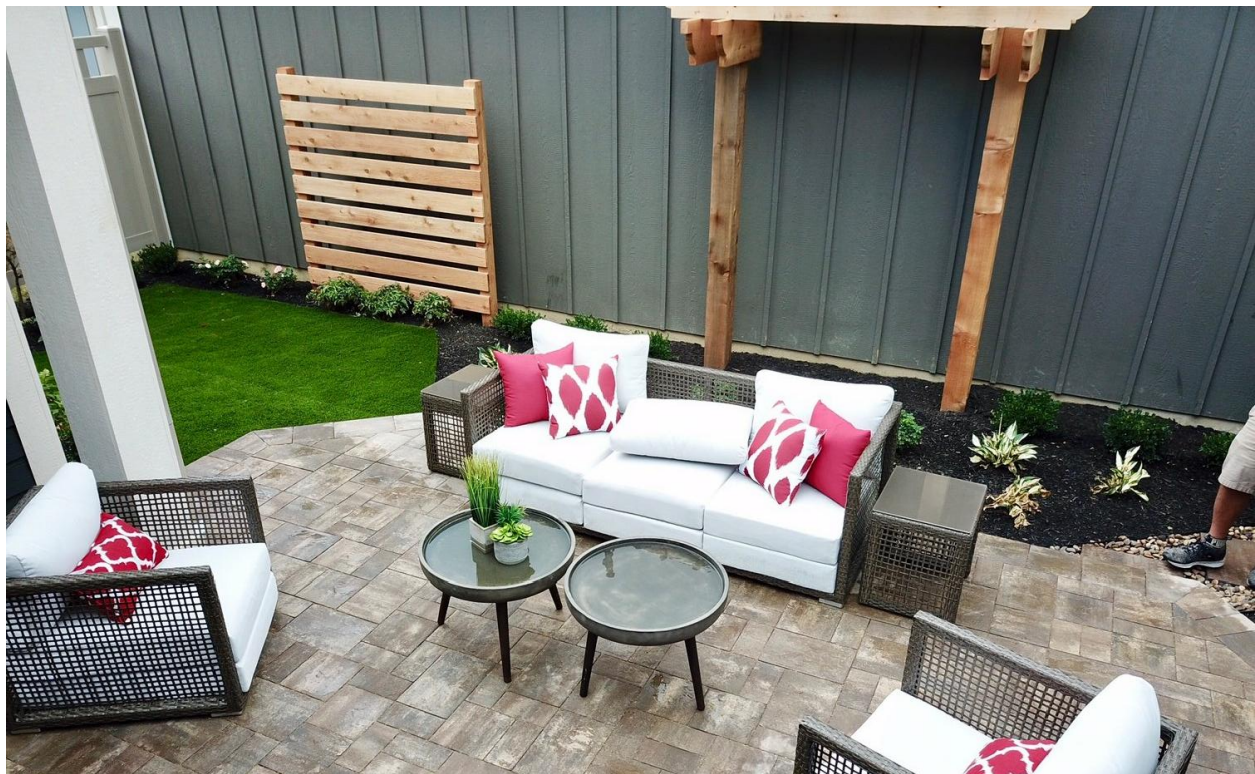
PLAN VIEW  
SCALE: 1" = 20'



DECORATIVE ALUMINUM FENCE  
No Scale



VINYL FENCE (ON REAR OF HOME)  
No Scale



TYPICAL COURTYARD



TYPICAL COURTYARD



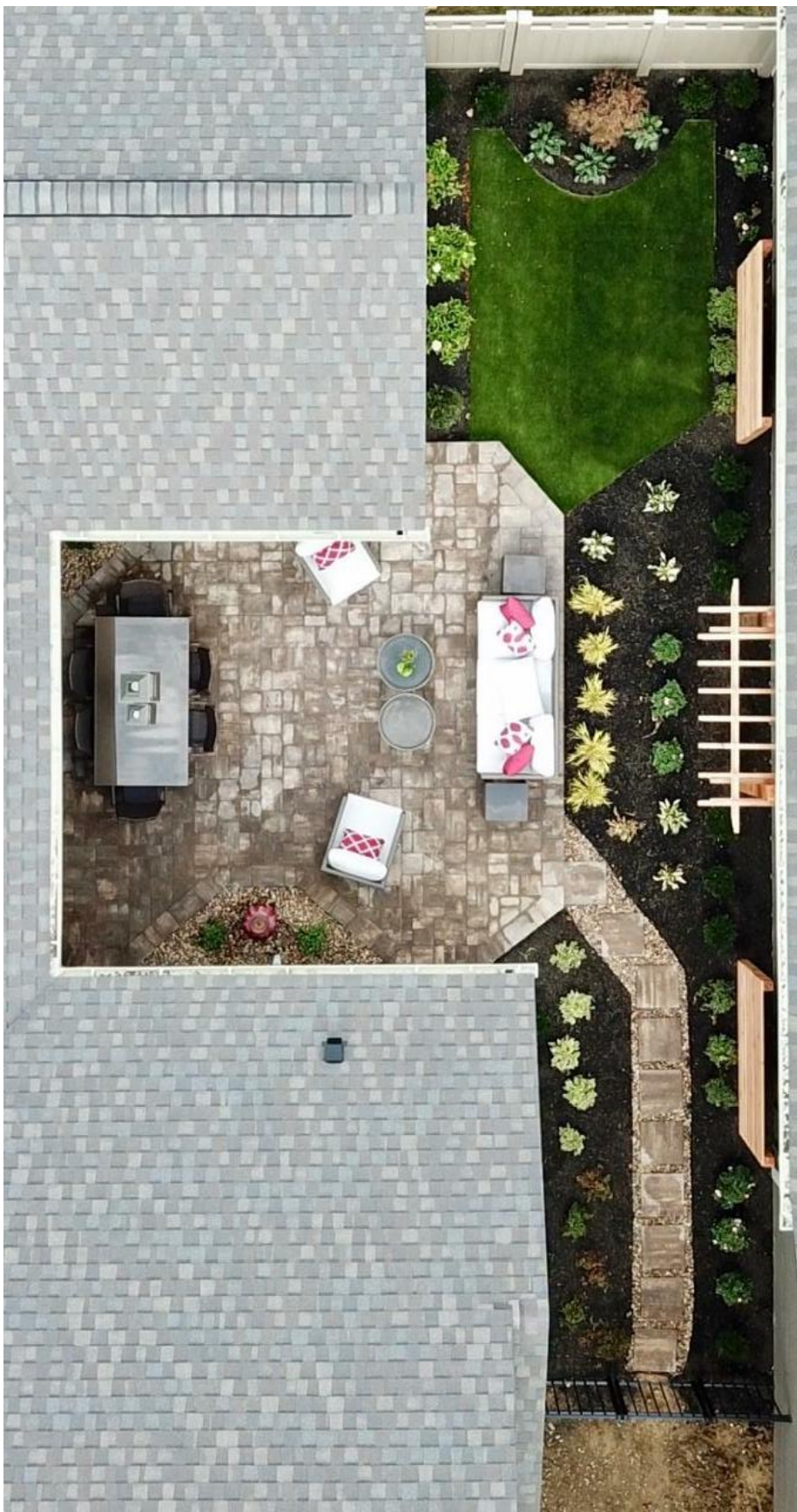
TYPICAL COURTYARD



TYPICAL COURTYARD



AERIAL VIEW : TYPICAL COURTYARDS



TYPICAL COURTYARD



TYPICAL COURTYARD



TYPICAL COURTYARD



TYPICAL COURTYARD ADJACENT TO STREET

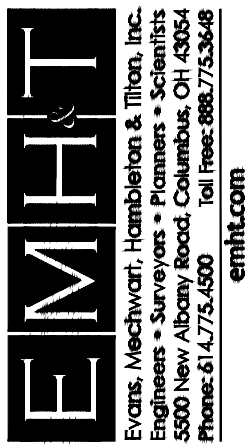


TYPICAL COURTYARD ADJACENT TO OPEN SPACE

REVISIONS
MARK
DATE
DESCRIPTION



CITY OF NEW ALBANY, FRANKLIN COUNTY, OHIO  
FINAL DEVELOPMENT PLAN  
FOR  
THE COURTYARDS AT HAINES CREEK  
COURTYARD CONCEPTS



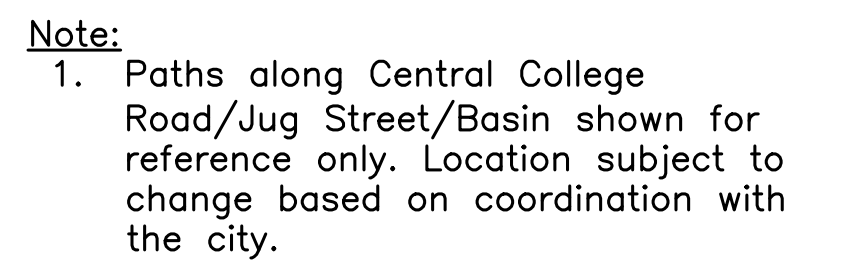
DATE  
September 15, 2023

SCALE  
AS NOTED

JOB NO.  
20230578

SHEET  
15/18

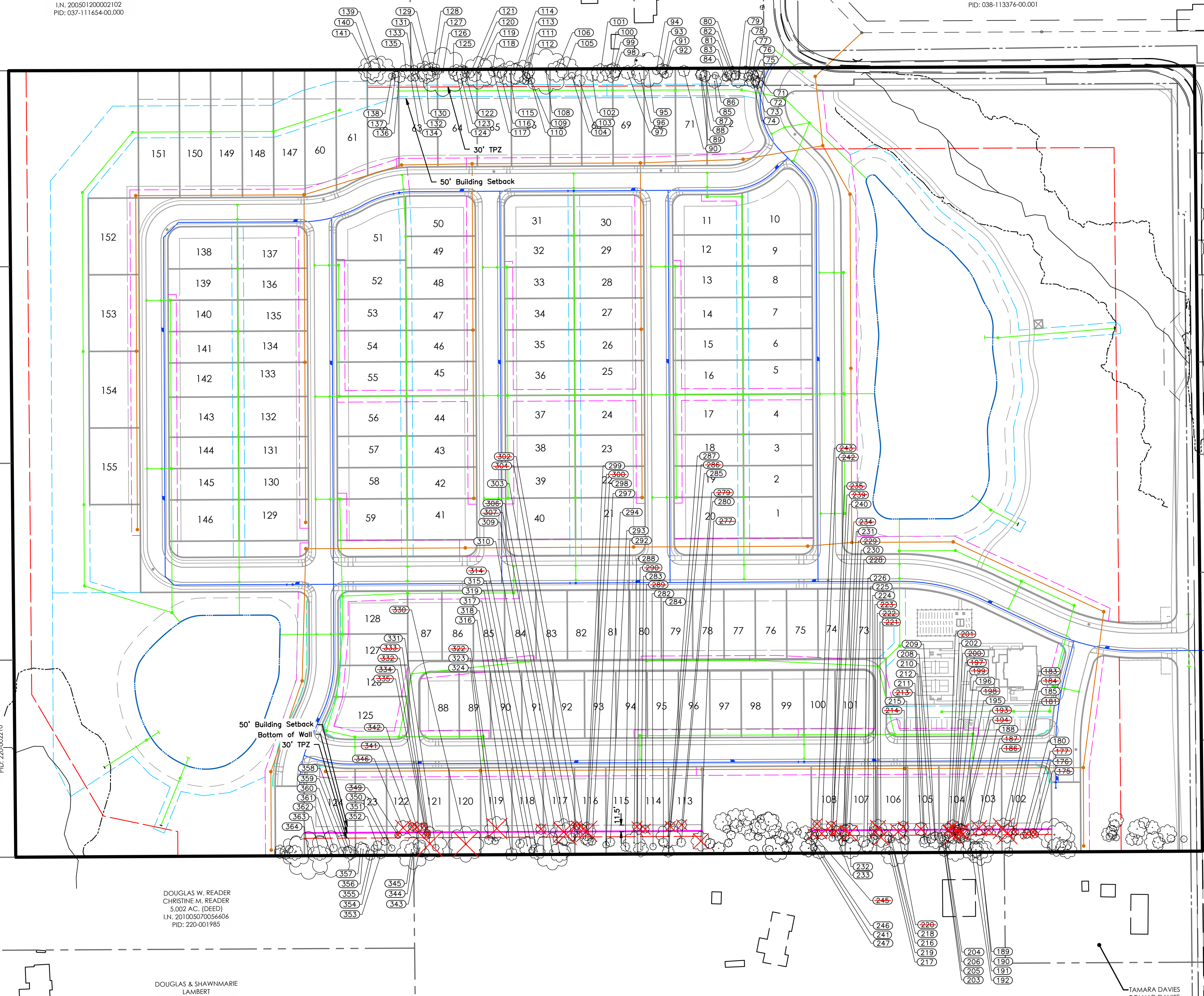
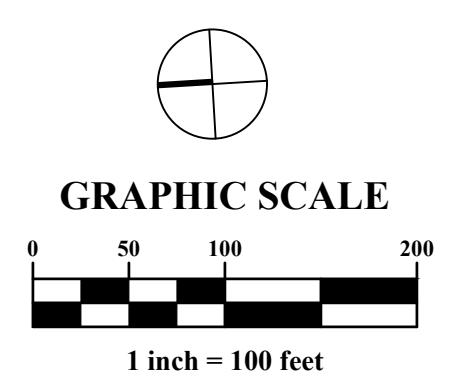


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**EMH<sup>2</sup>T**  
Evans, Mechwart, Hambleton & Tilton, Inc.  
Engineers • Surveyors • Planners • Scientists  
5500 New Albany Road, Columbus, OH 43054  
Phone: 614.775.4500    Toll Free: 888.775.3648  
[emht.com](http://emht.com)

SHEET

16/18



RONALD H. DAVIES  
TAMARA L. DAVIES  
9.164 AC. (DEED)  
I.N. 201211020166943  
PID: 220-001998




TAMARA DAVIES  
RONALD DAVIES  
1.500 AC. (DEED)  
I.N. 20211103019991  
PID: 220-002136



PNT NO.	COMMON NAME	SCIENTIFIC NAME	SIZE	TRUNK	CONDITION
71	Pin Oak	Quercus palustris	10	1	Fair
72	Pin Oak	Quercus palustris	10	1	Good
73	Pin Oak	Quercus palustris	8	1	Good
74	Pin Oak	Quercus palustris	12	1	Good
75	Swamp White Oak	Quercus bicolor	8	1	Good
76	Pin Oak	Quercus palustris	10	1	Good
77	Pin Oak	Quercus palustris	8	1	Good
78	Pin Oak	Quercus palustris	13,6	2	Good
79	Pin Oak	Quercus palustris	14	1	Good
80	Pin Oak	Quercus palustris	8	1	Good
81	Pin Oak	Quercus palustris	9	1	Good
82	Pin Oak	Quercus palustris	13	1	Good
83	American Elm	Ulmus americana	8	1	Good
84	American Elm	Ulmus americana	6	1	Poor
85	Pin Oak	Quercus palustris	12	1	Good
86	Pin Oak	Quercus palustris	6	1	Good
87	American Elm	Ulmus americana	10	1	Good
88	American Elm	Ulmus americana	10	1	Good
89	Swamp White Oak	Quercus bicolor	8	1	Good
90	Pin Oak	Quercus palustris	10	1	Good
91	American Elm	Ulmus americana	12	1	Fair
92	American Elm	Ulmus americana	6	1	Poor
93	American Elm	Ulmus americana	10	1	Poor
94	American Elm	Ulmus americana	7	1	Good
95	Pin Oak	Quercus palustris	30	1	Good
96	American Elm	Ulmus americana	14	1	Fair
97	Pin Oak	Quercus palustris	12	1	Good
98	Pin Oak	Quercus palustris	9	1	Good
99	Pin Oak	Quercus palustris	14	1	Good
100	Pin Oak	Quercus palustris	16	1	Good
101	Swamp White Oak	Quercus bicolor	16	1	Good
102	American Elm	Ulmus americana	11	1	Fair
103	Pin Oak	Quercus palustris	10	1	Fair
104	Swamp White Oak	Quercus bicolor	6	1	Good
105	Swamp White Oak	Quercus bicolor	20	1	Good
106	Swamp White Oak	Quercus bicolor	18	1	Good
108	Swamp White Oak	Quercus bicolor	39	1	Good
109	Swamp White Oak	Quercus bicolor	6	1	Good
110	Swamp White Oak	Quercus bicolor	8	1	Good
111	Swamp White Oak	Quercus bicolor	7	1	Good
112	Pin Oak	Quercus palustris	6	1	Good
113	Swamp White Oak	Quercus bicolor	20	1	Good
114	Pin Oak	Quercus palustris	18	1	Good
115	Pin Oak	Quercus palustris	22	1	Good
116	Swamp White Oak	Quercus bicolor	11	1	Good
117	American Elm	Ulmus americana	9	1	Good
118	Swamp White Oak	Quercus bicolor	26	1	Good
119	Pin Oak	Quercus palustris	28	1	Good
120	Pin Oak	Quercus palustris	12	1	Good
121	Pin Oak	Quercus palustris	7	1	Good
122	Swamp White Oak	Quercus bicolor	7	1	Good
123	Pin Oak	Quercus palustris	15	1	Good
124	Pin Oak	Quercus palustris	14,7	2	Fair
125	Pin Oak	Quercus palustris	7	1	Good
126	Pin Oak	Quercus palustris	42	1	Good
127	American Elm	Ulmus americana	7	1	Fair
128	Pin Oak	Quercus palustris	16	1	Good
129	American Elm	Ulmus americana	8	1	Fair
130	Pin Oak	Quercus palustris	16	1	Good
131	Pin Oak	Quercus palustris	17	1	Good
132	Pin Oak	Quercus palustris	6	1	Good
133	Pin Oak	Quercus palustris	8	1	Good
134	Pin Oak	Quercus palustris	6	1	Good
135	Swamp White Oak	Quercus bicolor	12	1	Good
136	Pin Oak	Quercus palustris	11	1	Good
137	Silver Maple	Acer saccharinum	6	1	Good
138	Pin Oak	Quercus palustris	6	1	Good
139	Pin Oak	Quercus palustris	24	1	Good
140	Swamp White Oak	Quercus bicolor	24	1	Good
141	Swamp White Oak	Quercus bicolor	16	1	Good
175	Pin Oak	Quercus palustris	6	1	Poor
176	Swamp White Oak	Quercus bicolor	6	1	Good
177	Pin Oak	Quercus palustris	8	1	Good
180	Swamp White Oak	Quercus bicolor	6	1	Good
181	Silver Maple	Acer saccharinum	6	1	Fair
183	Pin Oak	Quercus palustris	18	1	Good
184	Pin Oak	Quercus palustris	16	1	Fair
185	Pin Oak	Quercus palustris	8	1	Good
186	American Elm	Ulmus americana	8	1	Good
187	Silver Maple	Acer saccharinum	13,8	2	Good
188	Pin Oak	Quercus palustris	14	1	Fair
189	Pin Oak	Quercus palustris	16	1	Good
190	Pin Oak	Quercus palustris	23	1	Good
191	Swamp White Oak	Quercus bicolor	13	1	Good
192	Pin Oak	Quercus palustris	18	1	Good
193	Pin Oak	Quercus palustris	14	1	Fair
194	Pin Oak	Quercus palustris	12	1	Fair
195	Pin Oak	Quercus palustris	10	1	Fair
196	Pin Oak	Quercus palustris	18	1	Good
197	Pin Oak	Quercus palustris	16	1	Fair
198	Pin Oak	Quercus palustris	13	1	Fair
199	Pin Oak	Quercus palustris	7	1	Fair
200	Pin Oak	Quercus palustris	12,8	2	Fair
201	Pin Oak	Quercus palustris	13	1	Good
202	Pin Oak	Quercus palustris	9	1	Good
203	Pin Oak	Quercus palustris	11	1	Good
204	Pin Oak	Quercus palustris	8	1	Fair
205	American Elm	Ulmus americana	10	1	Good
206	Pin Oak	Quercus palustris	8	1	Good
208	Pin Oak	Quercus palustris	7	1	Good
209	Pin Oak	Quercus palustris	15	1	Good
210	Pin Oak	Quercus palustris	8	1	Good

PNT NO.	COMMON NAME	SCIENTIFIC NAME	SIZE	TRUNK	CONDITION
211	Pin Oak	Quercus palustris	7	1	Fair
212	American Elm	Ulmus americana	10	1	Good
213	Silver Maple	Acer saccharinum	12	1	Fair
214	Pin Oak	Quercus palustris	10	1	Good
215	Silver Maple	Acer saccharinum	8,7,7	3	Good
216	Pin Oak	Quercus palustris	23	1	Good
217	Silver Maple	Acer saccharinum	7	1	Fair
218	American Elm	Ulmus americana	6	1	Good
219	Silver Maple	Acer saccharinum	6,6	2	Fair
220	Silver Maple	Acer saccharinum	14,13,11,10	4	Fair
221	Silver Maple	Acer saccharinum	17,15,11,11,9	5	Good
222	Silver Maple	Acer saccharinum	15	1	Good
223	Silver Maple	Acer saccharinum	12,11	2	Good
224	American Elm	Ulmus americana	8	1	Good
225	Pin Oak	Quercus palustris	11	1	Fair
226	Pin Oak	Quercus palustris	10	1	Good
228	Pin Oak	Quercus palustris	17	1	Good
229	Silver Maple	Acer saccharinum	11	1	Good
230	American Elm	Ulmus americana	6	1	Good
231	American Elm	Ulmus americana	7	1	Fair
232	Pin Oak	Quercus palustris	18,13	2	Good
233	Silver Maple	Acer saccharinum	6	1	Good
234	Pin Oak	Quercus palustris	10	1	Good
235	Silver Maple	Acer saccharinum	8,7	2	Fair
239	Silver Maple	Acer saccharinum	6	1	Good
240	Shagbark Hickory	Carya ovata	6	1	Good
241	Pin Oak	Quercus palustris	12	1	Good
242	Silver Maple	Acer saccharinum	10	1	Fair
243	American Elm	Ulmus americana	7	1	Good
245	Pin Oak	Quercus palustris	10	1	Good
246	Silver Maple	Acer saccharinum	12	1	Good
247	Silver Maple	Acer saccharinum	6	1	Good
277	Silver Maple	Acer saccharinum	17,16	2	Good
279	American Elm	Ulmus americana	9	1	Poor
280	American Elm	Ulmus americana	8	1	Poor
282	American Elm	Ulmus americana	6	1	Good
283	Pin Oak	Quercus palustris	13	1	Good
284	American Elm	Ulmus americana	8	1	Good
285	Red Oak	Quercus rubra	10	1	Good
286	American Elm	Ulmus americana	9	1	Good
287	Pin Oak	Quercus palustris	21	1	Good
288	Pin Oak	Quercus palustris	19	1	Good
289	American Elm	Ulmus americana	7	1	Good
290	Bur Oak	Quercus macrocarpa	8	1	Good
292	American Elm	Ulmus americana	8	1	Good
293	American Elm	Ulmus americana	8	1	Fair
294	American Elm	Ulmus americana	6	1	Good
297	Red Oak	Quercus rubra	7	1	Good
298	Red Oak	Quercus rubra	10	1	Good
299	American Elm	Ulmus americana	10	1	Good
300	Red Oak	Quercus rubra	16	1	Good
302	Swamp White Oak	Quercus bicolor	8	1	Good
303	Shellbark Hickory	Carya laciniosa	7	1	Good
304	American Elm	Ulmus americana	6	1	Good
306	Pin Oak	Quercus palustris	20	1	Good
307	Pin Oak	Quercus palustris	23	1	Good
309	Red Oak	Quercus rubra	17	1	Good
310	Pin Oak	Quercus palustris	32	1	Good
314	American Elm	Ulmus americana	9	1	Fair
315	Red Oak	Quercus rubra	14	1	Fair
316	Red Oak	Quercus rubra	11	1	Fair
317	Red Oak	Quercus rubra	16	1	Fair
318	American Elm	Ulmus americana	8	1	Good
319	Red Oak	Quercus rubra	6	1	Good
322	Red Oak	Quercus rubra	21	1	Good
323	Pin Oak	Quercus palustris	6	1	Good
324	American Elm	Ulmus americana	8	1	Good
330	Pin Oak	Quercus palustris	31	1	Good
331	American Elm	Ulmus americana	6	1	Good
332	American Elm	Ulmus americana	6	1	Good
333	Red Oak	Quercus rubra	29	1	Good
334	American Elm	Ulmus americana	7	1	Good
335	Silver Maple	Acer saccharinum	6	1	Good
341	Sugar Maple	Acer saccharum	7	1	Good
342	American Elm	Ulmus americana	9	1	Good
343	Red Oak	Quercus rubra	11	1	Good
344	Pin Oak	Quercus palustris	28	1	Good
345	Swamp White Oak	Quercus bicolor	12	1	Good
346	Silver Maple	Acer saccharinum	13	1	Good
349	American Elm	Ulmus americana	6	1	Fair
350	Box Elder	Acer negundo	6	1	Fair
351	Shagbark Hickory	Carya ovata	7	1	Good
352	American Elm	Ulmus americana	8	1	Good
353	Red Oak	Quercus rubra	8	1	Good
354	Pin Oak	Quercus palustris	6	1	Good
355	Swamp White Oak	Quercus bicolor	9	1	Good
356	Red Oak	Quercus rubra	11	1	Good
357	Silver Maple	Acer saccharinum	12,10,9	3	Good
358	Silver Maple	Acer saccharinum	12,8,8,7,6	5	Good
359	Red Oak	Quercus rubra	8	1	Good
360	Swamp White Oak	Quercus bicolor	7	1	Good
361	American Elm	Ulmus americana	7	1	Good
362	Red Oak	Quercus rubra	40	1	Good
363	Silver Maple	Acer saccharinum	13,6	2	Good
364	Red Oak	Quercus rubra	41	1	Good

### LEGEND

	Removals within 30' Tree Preservation Zone
	Removals between 30' Tree Preservation Zone and 50' Rear Setback
	City of New Albany Forester evaluated the tree and recommends saving the tree.

## TREE EXCLUSION NOTE

The following trees are located offsite or outside of the 50' rear setback: 1-70, 107, 142-174, 178-179, 182, 207, 227, 236-238, 244, 248-276, 278, 281, 291, 295-296, 301, 305, 308, 311-313, 320-321, 325-329, 336-340, 347-348, 365-474, 252A and 386A.

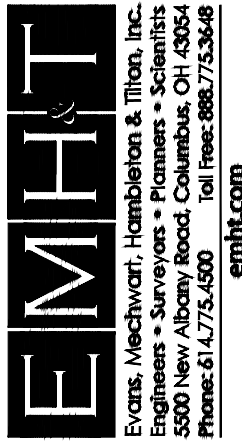
## TREE SURVEY NOTES

Tree Preservation Zones shall apply (1) for a minimum distance of 100 feet from the right-of-way of Central College Road and Jug Street in Reserve A, in areas to the south of the intersection of Jug Street and a new public street connecting it to the new subdivision, (2) within the northwest corner of the zoning district, (3) covering the tree line along the north side of the new public street, (4) along the tree line along the Preliminary Development Plan, and, (4) within a distance of 30 feet from the rear property line on any lots where a minimum rear yard setback of 50 feet is required, provided as to this subsection G.

Trees shall be preserved in accordance with the recommendations of a certified arborist and subject to staff approval. Within these areas, only the construction of roads, paths/trails/sidewalks, underground utility lines and underground storm water management infrastructure shall be permitted. Healthy mature trees and understory vegetation shall be preserved within these areas unless they conflict with the installation of permitted utility or storm water infrastructure. Trees and understory vegetation within the tree preservation zone plan may be trimmed, cut, or removed if they are diseased, dead, or of a noxious species or if they present a threat of danger to persons or property. When trees are removed from the Tree Preservation Zones due to utility installation, reasonable efforts shall be made to plant new trees in areas within or outside of (but near to) the Tree Preservation Zone in order to provide buffering from adjacent parcels outside of this zoning district. The number, species, and locations of new trees shall be reviewed by the Planning Commission as part of a final development plan and confirmed with a landscape plan provided with final engineering. Trees shall not be required to be planted in easements and/or locations that may harm the health of preserved trees or unreasonably encroach into the rear yards of lots.

[illegible]

CITY OF NEW ALBANY, FRANKLIN COUNTY, OHIO  
FINAL DEVELOPMENT PLAN  
FOR  
THE COURTYARDS AT HAINES CREEK  
EXISTING TREE SURVEY SCHEDULE



DATE  
September 15, 202

SCALE

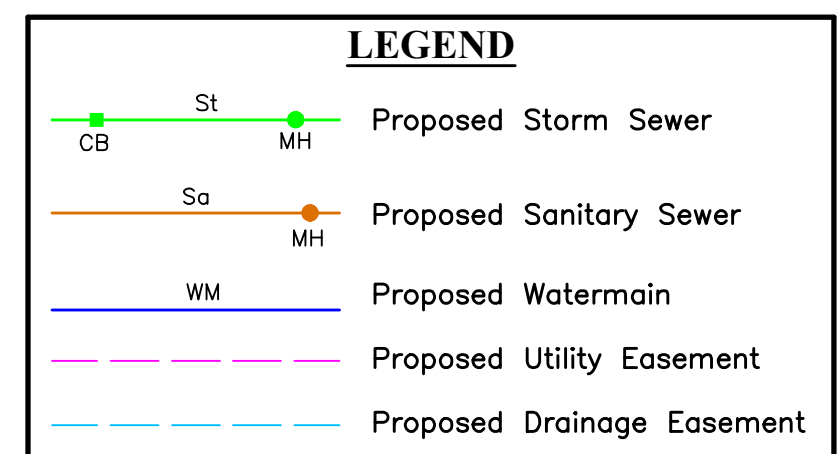
None

JOB NO.  
20230578

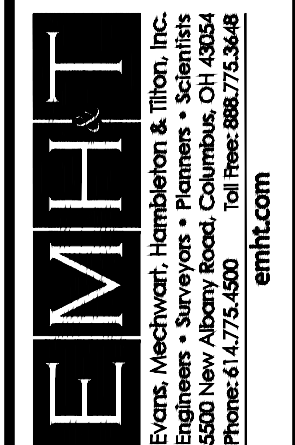
SHEET

17/18



[illegible]

CITY OF NEW ALBANY, FRANKLIN COUNTY, OHIO  
FINAL DEVELOPMENT PLAN  
FOR  
THE COURTYARDS AT HAINES CREEK  
EXISTING TREE SURVEY (INCLUDES OFF-SITE TREES)  
INCLUDES TREES OFFSITE & OUTSIDE 50' REAR SETBACK



DATE  
September 15, 2023

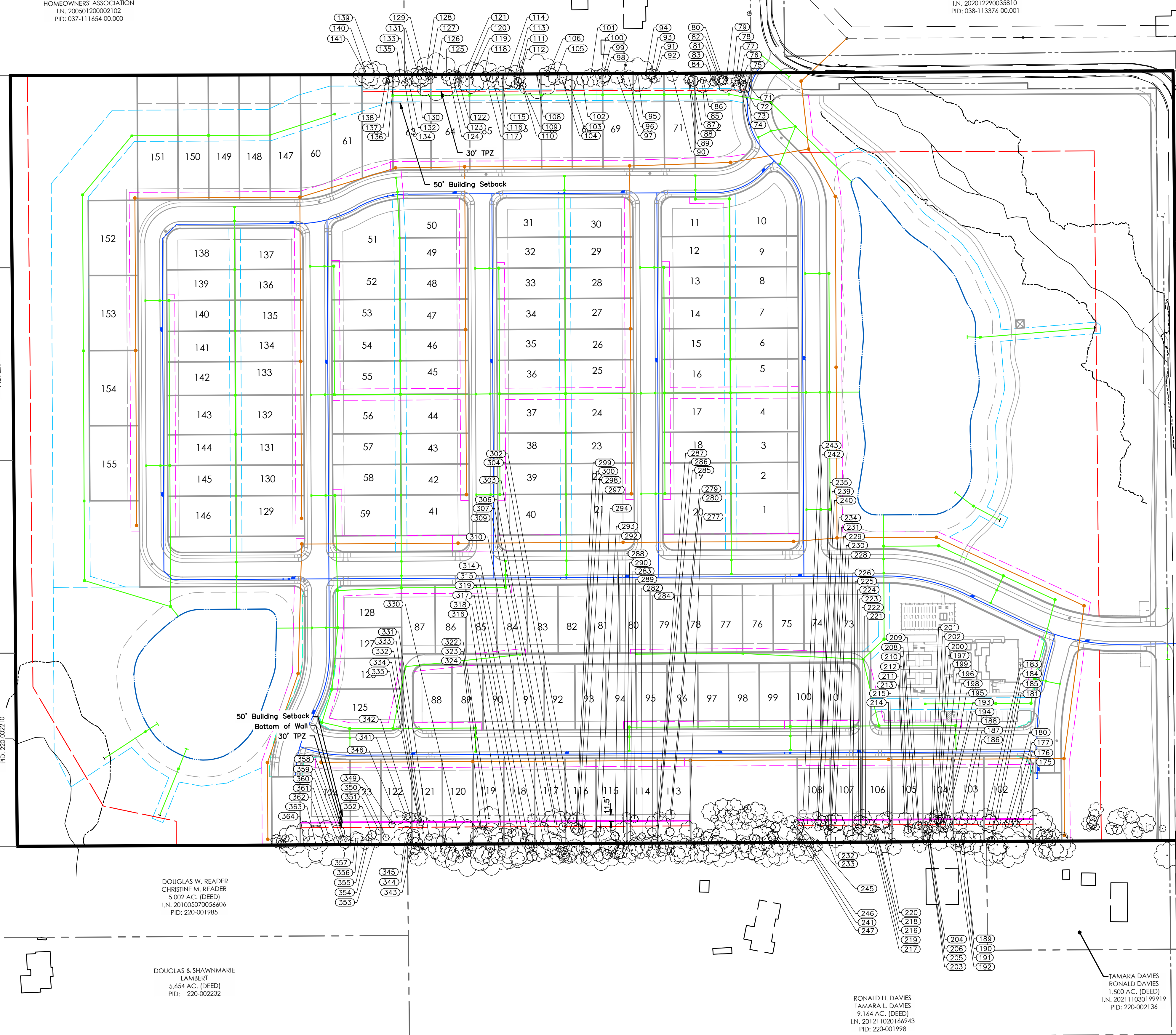
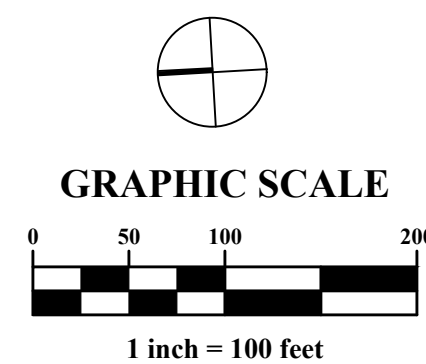
SCALE

**1" = 100'**

JOB NO.  
20230578

SHEET

18/18



SAVESON ACRES  
RESERVE "B"  
P.B. 16, P. 137

SAVESON ACRES  
HOMEOWNERS' ASSOCIATION  
I.N. 200501200002102  
PID: 037-111654-00.000

ALBERT J. MCROBERTS III  
DIANA J. MCROBERTS  
O.R. 243, P. 106  
PID: 037-112086-05.002

8400 CENTRAL COLLEGE  
ROAD PROPCO LLC  
109.033 AC. (DEED)  
I.N. 202012290035810  
PID: 038-113376-00.001

PAUL K. STAMM  
CHRISTINE BURIK STAMM  
1.257 AC. (DEED)  
I.N. 200309120291097  
PID: 222-002162

AN SMYTHE TRUSTEE OF THE  
N SMYTHE REVOCABLE TRUST  
1.257 AC. (DEED)  
I.N. 200909160134683  
PID: 222-002161

PEGGY J. CORWIN  
5.033 AC. (DEED)  
I.N. 200402110030535  
PID: 222-002163

MICHAEL HAIRSTON  
1.257 AC. (DEED)  
I.N. 202208290123903  
PID: 222-002160

RICHARD EUGENE ULERY  
DEBBIE LEE ULERY  
5.072 AC. (DEED)  
O.R. 27800C14  
PID: 222-002164

JOHN HWANG  
SUAH HWANG  
6.526 AC. (DEED)  
I.N. 20200911013557  
PID: 222-002157

LISA A. MASON  
PAUL M. MASON  
I.N. 201712070172461  
PID: 222-002179

RANDALL D. CONLEY  
 STACY B. CONLEY  
 I.N. 201704210053830  
 PID: 222-002178

WHITNEY L. PAGANI  
I.N. 201609300132886  
PID: 222-002180

JONATHAN P. SINGO  
PRECIOUS M. SINGO  
I.N. 2016110401526  
PID: 222-002177

JAMIE D. WALKER  
LISA S. TSEN  
I.N. 20100923012415  
PID: 222-002176

RONALD H. DAVIES  
TAMARA L. DAVIES  
9.164 AC. (DEED)  
I.N. 201211020166943  
PID: 220-001998

TAMARA DAVIE  
RONALD DAVIE  
1.500 AC. (DEED  
I.N. 202111030199  
PID: 220-002134

JOHN E. SAVESON TRUSTEE  
5.263 A.C. (DEED)  
I.N. 200012070248115  
PID: 220-000235

CATHERINE J. SAVESON  
RICHARD W. OTTEN, JR.  
5.263 AC. (DEED)  
I.N. 200203010055149  
PID: 200 002211

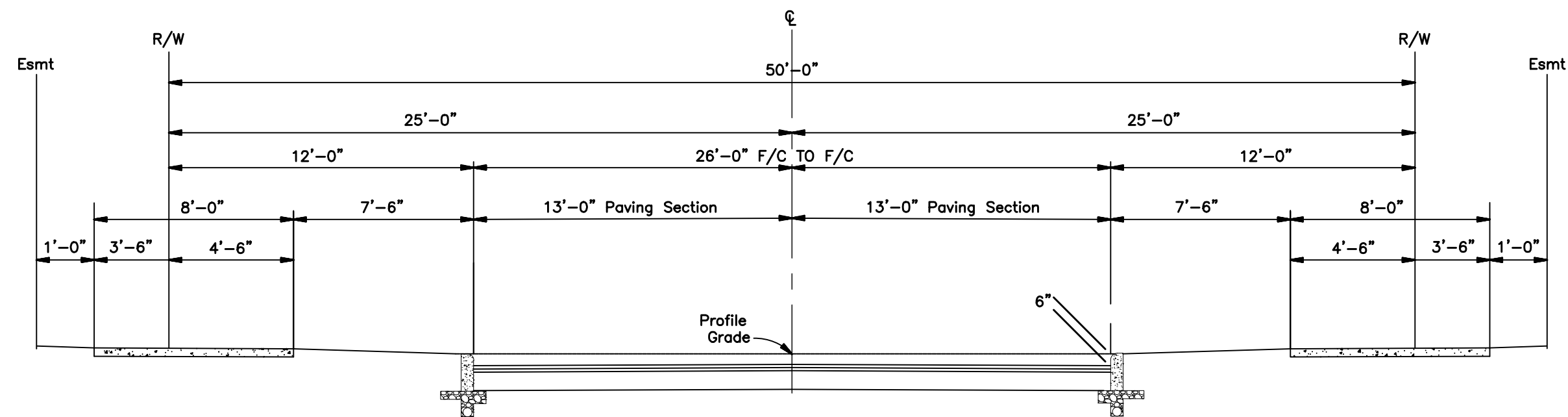
JOHN E. SAVESON TRUSTEE  
5.263 A.C. (DEED)  
I.N. 200012070248115  
PID: 220-000235

DAVID R. JONES  
5.263 AC. (DEED)  
J.N. 200505170093952  
J.N. 201210120153793

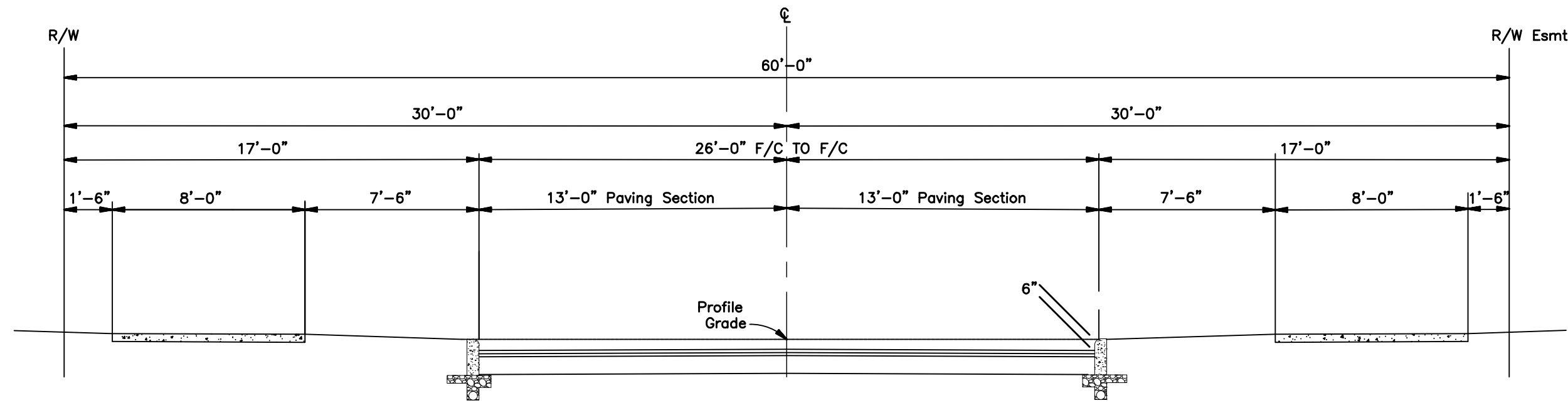
DOUGLAS W. READER  
CHRISTINE M. READER  
5.002 AC. (DEED)  
I.N. 201005070056606  
PID: 220-001985

DOUGLAS & SHAWNMARIE  
LAMBERT  
5.654 AC. (DEED)  
PID: 220-002232

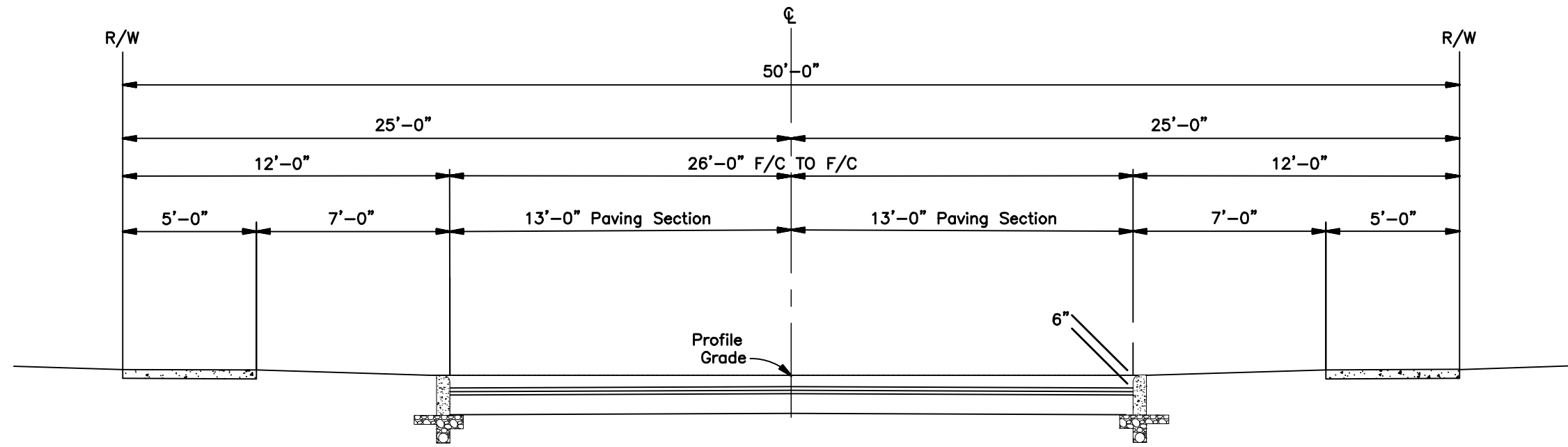




INTERNAL PUBLIC STREET SECTION  
(HEIDELBERG DRIVE)  
TYPICAL 26' F/C TO F/C SECTION  
(50' R/W) STANDARD CURB  
SCALE: 1"=5'

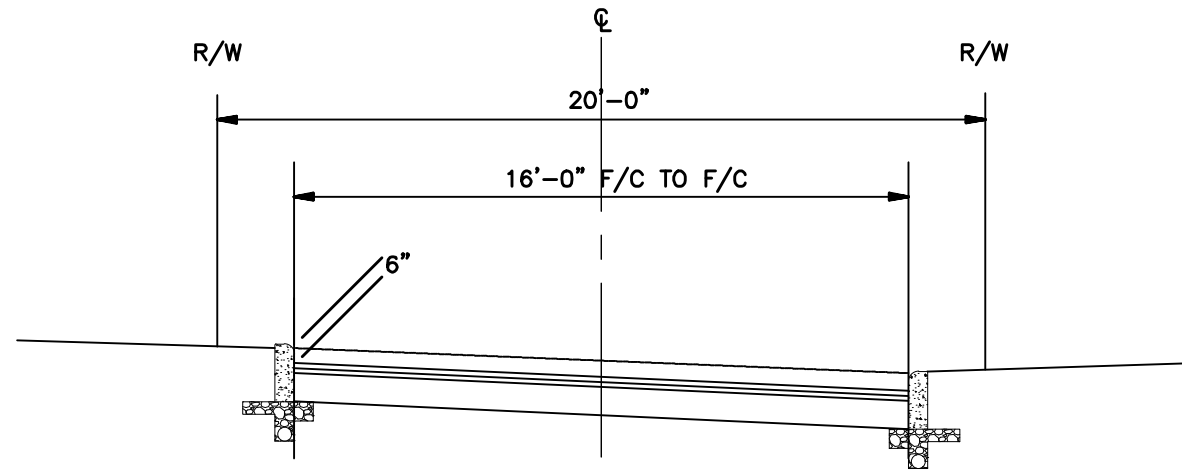


NORTH-SOUTH PUBLIC STREET SECTION  
(HAINES CREEK DRIVE)  
TYPICAL 26' F/C TO F/C SECTION  
(60' R/W) STANDARD CURB  
SCALE: 1"=5'



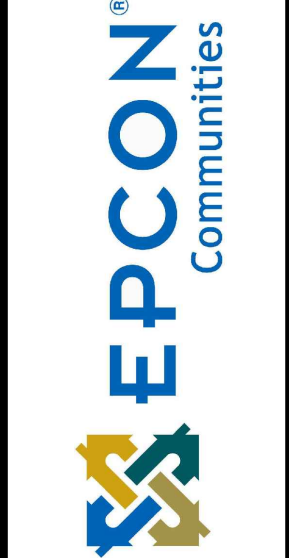
INTERNAL PUBLIC STREET SECTION  
(DEFIANCE DR, LOURDES DR, McCLELLAN DR E,  
WOOSTER DR, CEDARVILLE DR\*, FINDLAY DR,  
MARIETTA DR, HEIDELBERG DR)  
TYPICAL 26' F/C TO F/C SECTION  
(50' R/W) STANDARD CURB  
SCALE: 1"=5'

\* SIDEWALK ON CEDARVILLE DRIVE  
LOCATED ON THE NORTH SIDE ONLY

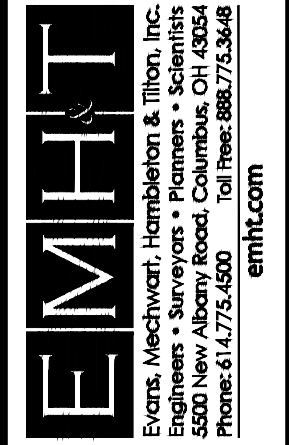


PUBLIC ALLEY SECTION  
(HIRAM LANE)  
16' F/C TO F/C SECTION  
(20' R/W) STANDARD CURB  
SCALE: 1"=5'

REVISIONS			
MARK	DATE	DESCRIPTION	



CITY OF NEW ALBANY, FRANKLIN COUNTY, OHIO  
FINAL DEVELOPMENT PLAN  
FOR  
THE COURTYARDS AT HAINES CREEK  
STREET CROSS SECTIONS



DATE	September 15, 2023
SCALE	None
JOB NO.	20230578
SHEET	1 / 1





**Planning Commission Staff Report  
October 16, 2023 Meeting**

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**COURTYARDS AT HAINES CREEK SUBDIVISION  
PHASE 1 PRELIMINARY AND FINAL PLAT**

---

LOCATION:	Generally located at the northwest corner of the intersection at Central College Road and Jug Street Rd NW (PIDs: 222-005156, 222-005157, 222-005158, 222-005159).
APPLICANT:	EC New Vision Ohio LLC, c/o Aaron L. Underhill, Esq.
REQUEST:	Preliminary and Final Plat
ZONING:	Courtyards at Haines Creek I-PUD Zoning District
STRATEGIC PLAN:	Residential District
APPLICATION:	FPL-88-2023

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Review based on: Application materials received September 15, 2023 and October 2, 2023.

*Staff report completed by Chelsea Nichols, Planner.*

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**I. REQUEST AND BACKGROUND**

This final plat application is for phase 1 of the Courtyards at Haines Creek subdivision. This phase includes 46 residential lots, six reserves (A, B, F1, G, H, I), and seven new public streets on 29.111 acres.

The Planning Commission reviewed the zoning change and preliminary development plan for the property on June 20, 2023 (ZC-07-2023) and the zoning change was adopted by city council on July 18, 2023 (O-84-2023).

There is a related final development plan application on the October 16<sup>th</sup> Planning Commission agenda. This application is reviewed under a separate staff report (FDP-87-2023).

**II. SITE DESCRIPTION & USE**

The 63.5+/- acre subdivision is located in Franklin County. The site is generally located at the northwest corner of the intersection at Central College Road and Jug Street Rd NW. The site is located immediately west of the Licking County line and immediately, north of Agricultural zoned and residentially used properties, and there are unincorporated residentially zoned and used properties to the west and north of the site.

**III. PLAN REVIEW**

The Planning Commission's review authority of the final plat is found under C.O. Section 1187. Upon review of the final plat, the Commission is to make a recommendation to the City Council. The staff's review is based on New Albany plans and studies, zoning text, and zoning regulations.

Residential Lots

- The final plat is consistent with the proposed Courtyards at Haines Creek final development plan. The plat shows 46 residential lots. The proposed lot layout and dimensions match what is shown on the final development plan and meet the requirements of the zoning text.
  - The final plat appropriately shows the lot widths to be at least 52 feet, as required by zoning text section VI(D).
  - The final plat appropriately shows the lot depths to be at least 115 feet, as required by zoning text section VI(E).

- The final plat appropriately shows the following front yard setbacks, as required by the zoning text section VI(F)(2):
  - A 15-foot setback for Lane Homes (lots 100 and 101).
  - A 20-foot setback for all other lots on the final plat.
- Zoning text section VI(F)(1) states that there shall be a minimum building and pavement setback of 100 feet from the Central College Road and Jug Street right-of-way. However, the text states that homes and other improvements located on lots 71 and 72 may encroach into this setback. This setback is shown on the final plat.

### Streets

- The plat creates seven (7) new publicly dedicated streets totaling 6.339+/- acres. All of the new streets meet the right-of-way requirements in the zoning text:
  - Haines Creek Drive provides access to the subdivision from Central College Road, with 60 feet of right-of-way.
  - Cedarville Drive, provides access to the subdivision from Jug Street, with 50 feet of right-of-way.
  - McClellan Drive East, is stubbed from this development to the west property line to provide for a future connection with the existing portion of McClellan Drive located in the Tidewater subdivision, with 50 feet of right-of-way.
    - The city police chief has reviewed the street name and recommends this be changes in order to distinguish it from the existing McClellan Drive in the existing Tidewater subdivision located generally to the west of this site. The city staff recommends a condition of approval that the street name be changed to a unique name.
  - Wooster Drive, with 50 feet of right-of-way.
  - Hiram Lane, a publicly dedicated alley, with 20 feet of right-of-way.
  - Findlay Drive, with 50 feet of right-of-way.
- The utility easements are shown on the plat.
- Per the city's subdivision regulations, C.O. 1187.04, all new streets shall be named and shall be subject to the approval of the Planning Commission. The applicant proposes to utilize the names of private Ohio colleges as street names within the subdivision. Haines Creek Drive shares the same name as the subdivision.

### Parkland, Open Space and Tree Preservation Areas

- This phase of the plat contains six (6) reserve areas shown as Reserves "A", "B", "F1", "G", "H", "I" on the plat with a total acreage of 14.589 +/- acres.
  - According to the plat notes, Reserves "A", "B", "F1", and "G" shall be owned by the City of New Albany and maintained by the homeowner's association in perpetuity for the purpose of open space and/or stormwater retention.
  - The plat states that Reserve "H" will also be owned and maintained by the homeowner's association for the purpose of a Community Amenity Area.
  - The plat states that Reserve "I" shall be owned by the City of New Albany and maintained by the homeowner's association until a public road is constructed within the reserve and is dedicated to the city as public right-of-way. The city staff recommends a condition of approval that the plat note be updated to clarify that the city will maintain just the street, which is everything between and including the concrete curbs. Everything else outside of the curbs must be maintained by the HOA in perpetuity.
- Various tree preservation zones are shown on the final plat and comply with the tree preservation zone requirements of zoning text section VI(G).
- Typically, subdivision plats that include tree preservation zones, will have a note that requires special markers be placed at each lot corner marking the edge of the Tree Preservation Area. The design of the markers shall be provided by the applicant and must be approved by the city. These markers must be installed prior to any infrastructure acceptance by the city. Historically, the signs are installed on every-other lot line so that there is one sign for each lot. Staff recommends a condition of approval that this note be added to the plat, that the



developer supply the signs, the design be subject to staff approval and the markers are installed by the developer prior to any infrastructure acceptance by the city.

- C.O. 1187.04(d)(4) and (5) requires verification that an application, if required, has been submitted to the Ohio Environmental Protection Agency in compliance with Section 401 of the Clean Water Act and to the U.S. Army Corps of Engineers in compliance with Section 404 of the Clean Water Act. The applicant states that a delineation report is currently under review with the U.S. Army Corps of Engineers; however, the permits have not yet been issued. Staff requests evidence of any permits received from the Ohio Environmental Protection Agency as a condition of approval.
- The city codified ordinance 1159.11 states when a final plat is approved by Council, the owner shall file and record the same in the Office of the County Recorder within twelve (12) months unless such time is, for good cause shown, extended by resolution of Council. If not recorded within this time, the approval of Council shall become null and void.

#### **IV. ENGINEER'S COMMENTS**

The City Engineer has reviewed the referenced plan in accordance with the engineering related requirements of Code Section 1159.07(b)(3) and provided the following comments. Staff recommends a condition of approval that these comments be addressed by the applicant, subject to staff approval.

1. Sheet 2 of 3: Label the width as measured from the Jug Street road centerline to the r/w line.
2. Sheet 3 of 3. Label the 100-year flood plain boundary and floodway in Reserve A.
3. Sheet 3 of 3. Refer to Note M. Delete Preliminary Development plan and add Final Development Plan.
4. Label all proposed developer easements such as water, storm and sanitary.
5. Provide more information regarding private utility easements.
6. Refer to Code Section 1187.06 (c) (1) and (2). Provide hard copy documentation indicating that all environmental permit requirements have been addressed.

#### **V. ACTION**

##### ***Basis for Approval:***

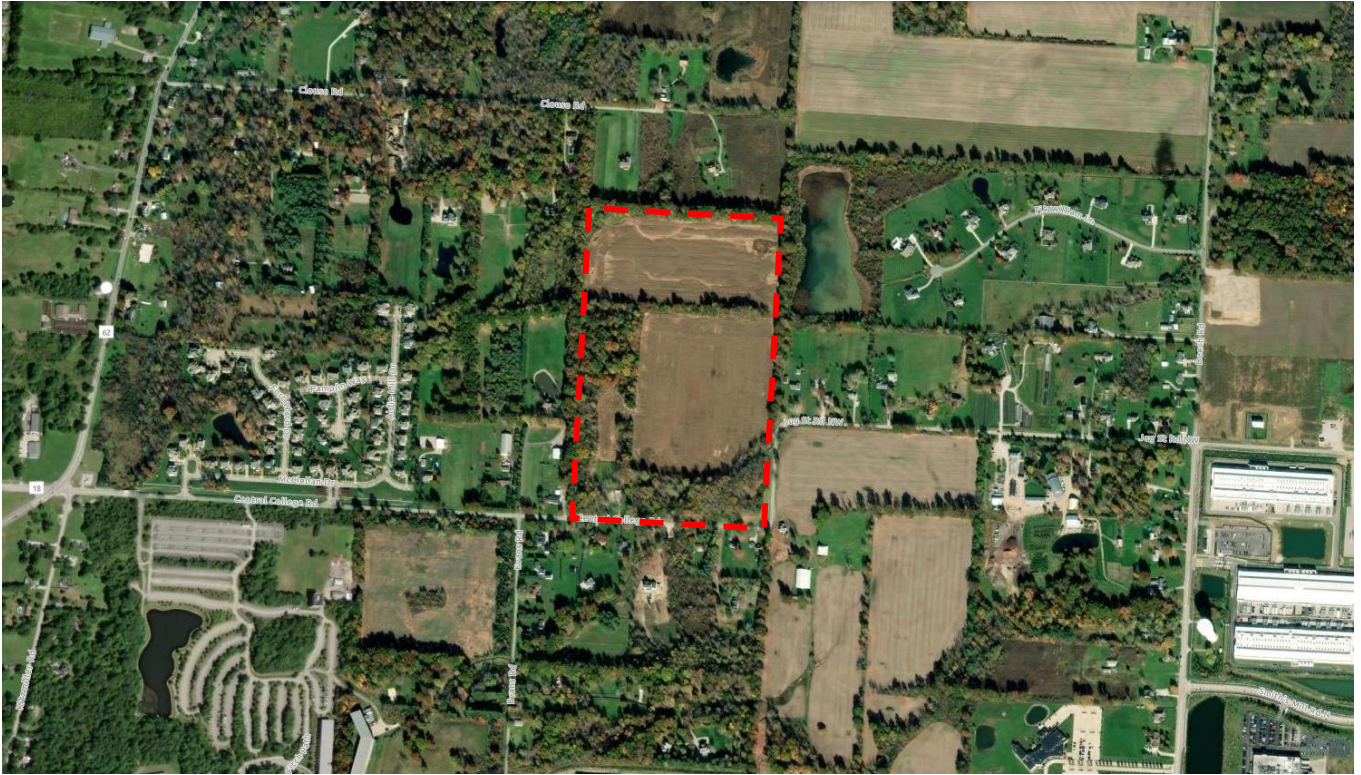
The final plat is generally consistent with the final development plan and meets code requirements. Should the Planning Commission approve the application, the following motion would be appropriate.

##### **Suggested Motion for FPL-88-2023:**

Move to approve final plat application FPL-88-2023 with the following conditions:

1. The plat note for Reserve "I" be updated to clarify that when the public road is constructed within the reserve and is dedicated to the city as public right-of-way, the city will maintain just the street, which is everything between and including the concrete curbs. Everything else outside of the curbs must be maintained by the HOA in perpetuity.
2. The plat be updated to include a note for the tree preservation zone signs. The developer shall supply the signs, the design be subject to staff approval, the signs are installed on every-other lot line so that there is one sign for each lot, and the markers are installed by the developer prior to any infrastructure acceptance by the city.
3. The applicant provides evidence of any applications filed with the U.S. Army Corps of Engineers or Ohio Environmental Protection Agency, as well as any associated permits that are issued.
4. The city engineer comments are addressed, subject to staff approval.
5. Approval of the final plat is contingent upon the approval of the final development plan for this development.

**Approximate Site Location:**



Source: ArcGIS



To: Chelsea Nichols  
City Planner

404.616-02  
October 3, 2023  
(Revised 10/6/23)

From: Matt Ferris, P.E., P.S.  
By: Jay M. Herskowitz, P.E., BCEE

Re: The Courtyards at Haines  
Creek Final Plat  
Phase 1, 2 and 3

---

We reviewed the referenced plat in accordance with Code Section 1187.06. Our review comments are as follows:

Phase 1

1. Sheet 2 of 3: Label the width as measured from the Jug Street road centerline to the r/w line.
2. Sheet 3 of 3. Label the 100 year flood plain boundary and floodway in Reserve A.
3. Sheet 3 of 3. Refer to Note M. Delete Preliminary Development plan and add Final Development Plan.
4. Label all proposed developer easements such as water, storm and sanitary.
5. Provide more information regarding private utility easements.
6. Refer to Code Section 1187.06 (c) (1) and (2). Provide hard copy documentation indicating that all environmental permit requirements have been addressed.

Phase 2

7. Label all proposed developer easements such as water, storm and sanitary.
8. Provide more information regarding private utility easements.
9. Refer to Code Section 1187.06 (c) (1) and (2). Provide hard copy documentation indicating that all environmental permit requirements have been addressed.
10. Refer to Note J. Delete Preliminary Development plan and add Final Development Plan.

Phase 3

11. Label all proposed developer easements such as water, storm and sanitary.
12. Provide more information regarding private utility easements.

13. Refer to Code Section 1187.06 (c) (1) and (2). Provide hard copy documentation indicating that all environmental permit requirements have been addressed.
14. Refer to Note I. Delete Preliminary Development plan and add Final Development Plan.

We recommend that the applicant have all three plats reviewed by the Franklin County Engineer's office and a summary of County Engineer review comments and the applicant's comment responses be provided for our records.

MEF/JMH

cc: Josh Albright, Development Engineer  
Cara Denny, Engineering Manager



# WINDSOR SECTION 3

PLAT BOOK 108 PAGE 46

2  
3

RICHARD RAY HICKERNELL &  
SANDRA KAY HICKERNELL  
D.B. 3202, P. 535

ROBERT L. BRENNING  
I.N. 199809220240371

MARK DAVENPORT &  
REGINA DAVENPORT  
I.N. 19980810203308

RONALD E. ADAMS &  
J. HOPE ADAMS  
O.R. 535E13

JOSEPH DAUBENMIRE &  
SANDY W. DAUBENMIRE  
I.N. 200307240229532

APOLINAR JIMENEZ AND  
PATRICIA JIMENEZ  
I.N. 200509160192830

CHARLES A. PETRELLA  
O.R. 30472603

NEW ALBANY BAPTIST CHURCH  
D.B. 2802, P. 105

STATE OF OHIO  
PARCEL 13WL  
O.R. 25998D10

NOTE "A": No determination has been made by the Village of New Albany, Ohio as to whether the area proposed to be platted contains area(s) that could be classified as Wetlands by the Army Corps of Engineers. It is the developer's responsibility to determine whether Wetlands exist on the area hereby platted. The Village of New Albany, Ohio, approval of this final plat of Windsor Section 3 does not imply any approval of the site as it may pertain to Wetlands.

NOTE "B": All of the area hereby platted as Windsor Section 3 is within Zone X (area determined to be outside 500-year floodplain) as shown on Federal Emergency Management Agency Flood Insurance Rate Map for Franklin County, Ohio, approval of this final plat of Windsor Section 3 does not imply any approval of the site as it may pertain to Wetlands.

NOTE "C" - DEPRESSED DRIVEWAYS: Depressed driveways are hereby prohibited on all lots in Windsor Section 3. Nothing herein, however, shall prohibit the construction and use of, if otherwise permitted, a driveway alongside or to the rear of a residential structure.

NOTE "D": Notice is hereby given to the buyers of the lots in Windsor Section 3 that vehicular access to the lots shall be from private alleys, not public streets, with the exception of Lots 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462 and 463.

NOTE "E" - RESERVE "X" AND RESERVE "EE": Reserve "X" and Reserve "EE", as designated and delineated hereon, shall be owned and maintained by an association comprised of the owners of the fee simple titles to the lots in the Windsor subdivision(s) for the purpose of open space.

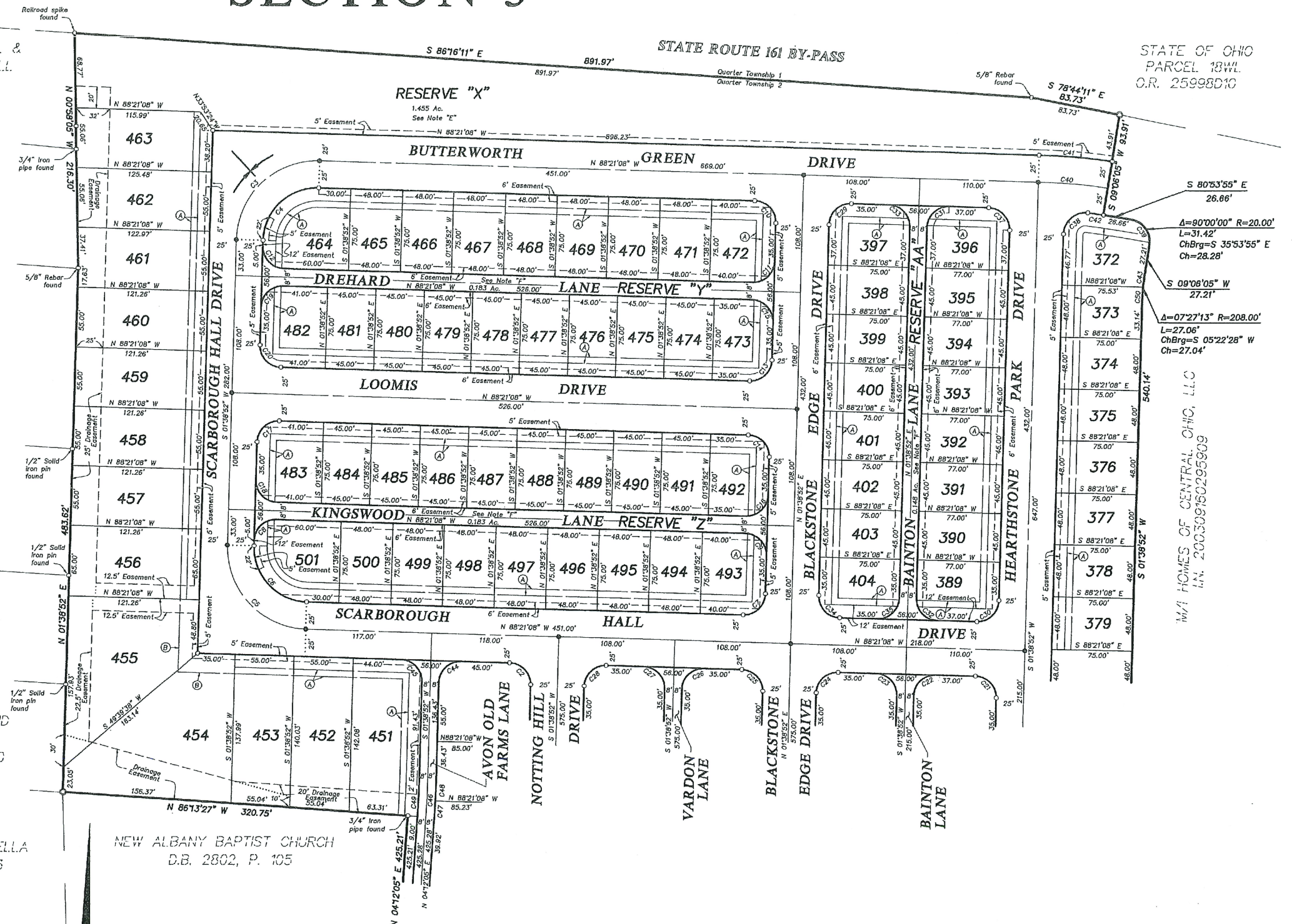
NOTE "F" - RESERVE "Y", RESERVE "Z", RESERVE "AA", RESERVE "BB", RESERVE "CC" AND RESERVE "DD": Reserve "Y", Reserve "Z", Reserve "AA", Reserve "BB", Reserve "CC" and Reserve "DD" as designated and delineated hereon, shall be owned and maintained by an association comprised of the owners of the fee simple titles to the lots in the Windsor subdivision(s) for the purpose of private alleys. Access will be provided for emergency, safety, police, fire, and postal vehicles. The Village of New Albany, Ohio, shall not be held responsible for the maintenance of the private alleys located in said reserves.

NOTE "G": As per the Village of New Albany Zoning Department, a notice is hereby given to the potential owners of the fee simple titles to the lots in Windsor Section 3 that, within that area delineated as "Reserve "C" on the subdivision plat entitled "Windsor Section 1" of record in Plat Book 104, Pages 73 to 76, both inclusive, there will be constructed retention ponds with approximate depths up to 12 feet.

NOTE "H": Stoops or porches may encroach 8 feet into the setback. If repair of waterlines in the setback causes damage to any stoop or porch encroaching the setback, the lot owner shall hold the Village of New Albany and the City of Columbus harmless from any damage caused to such stoop or porch as a result of such repair.

NOTE "I" - 12 FEET/18 FEET BUILDING LINE: Structures shall be built at either 12 feet or 18 feet offset from the street right-of-way depending upon structure type chosen and lot size.

	Village Home	Carriage Home	Town Home
Minimum Front Yard Building Setback	12 feet	12 feet	12 feet
Maximum Front Yard Building Setback	18 feet	18 feet	12 feet



(A) = 12'/18' Building Line See Note "I"  
(B) = 18' Building Line





# THE COURTYARDS AT HAINES CREEK

## PHASE 1

1  
3

Situated in the State of Ohio, County of Franklin, City of New Albany, and in Section 10, Township 2, Range 16, United States Military Lands, containing 29.111 acres of land, more or less, said 29.111 acres being comprised of all or part of those tracts of land conveyed to **EPCON HAINES CREEK, LLC** by deeds of record in Instrument Number \_\_\_\_\_, Recorder's Office, Franklin County, Ohio.

The undersigned, **EPCON HAINES CREEK, LLC**, an Ohio limited liability company, by **JOEL D. RHOADES**, Regional President, owner of the lands platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents its **"THE COURTYARDS AT HAINES CREEK PHASE 1"**, a subdivision containing Lots numbered 1 to 30, 68 to 74, and 100 to 108, all inclusive, and areas designated as Reserve "A", Reserve "B", Reserve "F1", Reserve "G", Reserve "H", and Reserve "T", does hereby accept this plat of same and dedicates to public use, as such, all of Central College Road, Cedarville Drive, Findlay Drive, Haines Creek Drive, Hiram Lane, Jug Street Road, Lourdes Drive, McClellan Drive East, and Wooster Drive shown hereon and not heretofore dedicated.

Easements are hereby reserved in, over and under areas designated on this plat as "Easement", "Drainage Easement" or "Sidewalk Easement". Each of the aforementioned designated easements permit the construction, operation and maintenance of all public and quasi-public utilities above, beneath, and on the surface of the ground and, where necessary, for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage. Within those areas designated "Drainage Easement" on this plat, an additional easement is hereby reserved for the purpose of constructing, operating and maintaining major storm water drainage swales and/or other above ground storm water drainage facilities. No above grade structures, dams or other obstructions to the flow of storm water runoff are permitted within Drainage Easement areas as delineated on this plat unless approved by the New Albany Municipal Engineer. Improvements related to the passive park may be located within the areas containing a Drainage Easement. No building shall be constructed in any area over which easements are hereby reserved. Within those areas designated "Sidewalk Easement" on this plat, an additional easement is hereby reserved for the construction and maintenance of a sidewalk for use by the public. Easement areas shown hereon outside of the platted areas are within lands owned by the undersigned and easements are hereby reserved therein for the uses and purposes expressed herein.

In Witness Whereof, **JOEL D. RHOADES**, Regional President of **EPCON HAINES CREEK, LLC**, has hereunto set his hand this \_\_\_\_ day of \_\_\_\_, 20\_\_.

Signed and Acknowledged  
In the presence of:

**EPCON HAINES CREEK, LLC**

By

**JOEL D. RHOADES**,  
Regional President

**STATE OF OHIO**  
**COUNTY OF FRANKLIN ss:**

Before me, a Notary Public in and for said State, personally appeared **JOEL D. RHOADES**, Regional President of **EPCON HAINES CREEK, LLC**, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **EPCON HAINES CREEK, LLC**, for the uses and purposes expressed herein.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this \_\_\_\_ day of \_\_\_\_, 20\_\_.

My commission expires \_\_\_\_\_

Notary Public, \_\_\_\_\_ State of Ohio

Approved this \_\_\_\_ Day of \_\_\_\_  
20\_\_

\_\_\_\_\_  
Mayor, New Albany, Ohio

Approved this \_\_\_\_ Day of \_\_\_\_  
20\_\_

\_\_\_\_\_  
City Engineer, New Albany, Ohio

Approved this \_\_\_\_ Day of \_\_\_\_  
20\_\_

\_\_\_\_\_  
Council Representative to Planning Commission, New Albany, Ohio

Approved this \_\_\_\_ Day of \_\_\_\_  
20\_\_

\_\_\_\_\_  
Chairperson, Planning Commission, New Albany, Ohio

Approved this \_\_\_\_ Day of \_\_\_\_  
20\_\_

\_\_\_\_\_  
Finance Director, New Albany, Ohio

Approved and accepted by Resolution No. \_\_\_\_\_, passed \_\_\_\_\_, 20\_\_, wherein all of Central College Road, Cedarville Drive, Findlay Drive, Haines Creek Drive, Hiram Lane, Jug Street Road, Lourdes Drive, McClellan Drive East, and Wooster Drive shown dedicated hereon are accepted, as such, by the Council for the City of New Albany, Ohio.

Transferred this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

\_\_\_\_\_  
Auditor, Franklin County, Ohio

\_\_\_\_\_  
Deputy Auditor, Franklin County, Ohio

Filed for record this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ at \_\_\_\_\_ M. Fee \$ \_\_\_\_\_

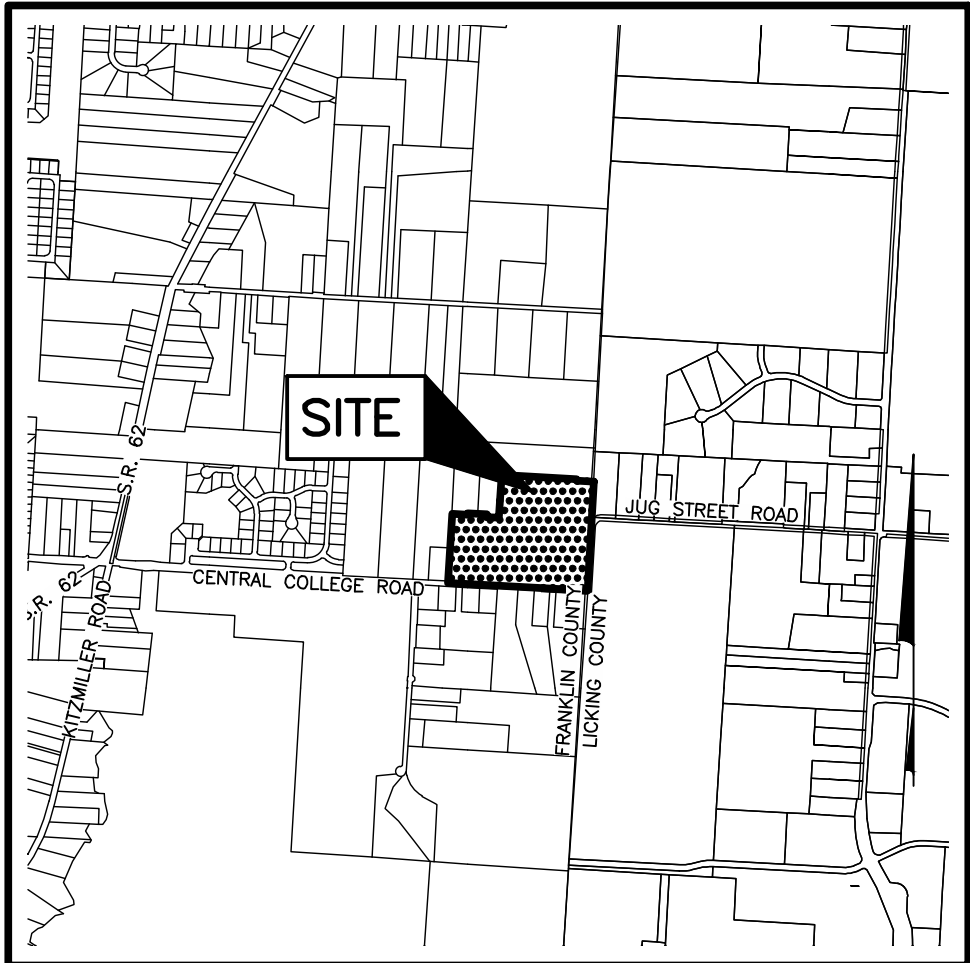
\_\_\_\_\_  
Recorder, Franklin County, Ohio

File No. \_\_\_\_\_

Recorded this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

\_\_\_\_\_  
Deputy Recorder, Franklin County, Ohio

Plat Book \_\_\_\_\_, Pages \_\_\_\_\_



LOCATION MAP AND BACKGROUND DRAWING

NOT TO SCALE

### SURVEY DATA:

**BASIS OF BEARINGS:** The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Central College Road, having a bearing of South 86°52'49" East and monumented as shown hereon, is designated as the "basis of bearings" for this plat.

**SOURCE OF DATA:** The sources of recorded survey data referenced in the plan and text of this plat are the records of the Recorder's Office, Franklin County, Ohio.

**IRON PINS:** Iron pins, where indicated hereon, unless otherwise noted, are to be set and are iron pipes, thirteen-sixteenths inch inside diameter, thirty inches long with a plastic plug placed in the top end bearing the initials EMHT INC.

**PERMANENT MARKERS:** Permanent markers, where indicated hereon, are to be one-inch diameter, thirty-inch long, solid iron pins, are to be set to monument the points indicated and are to be set with the top end flush with the surface of the ground and then capped with an aluminum cap stamped EMHT INC. Once installed, the top of the cap shall be marked (punched) to record the actual location of the point. These markers shall be set following the completion of the construction/installation of the street pavement and utilities and prior to the City of New Albany, Ohio's acceptance of these infrastructure improvements. The New Albany, Ohio, Municipal Engineer shall be notified in writing when the markers are in place.

SURVEYED & PLATTED  
BY



We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are in feet and decimal parts thereof.

- = Iron Pin (See Survey Data)
- = MAG Nail to be set
- ⊙ = Permanent Marker (See Survey Data)
- = FCGS Monument found

By \_\_\_\_\_ Date \_\_\_\_\_  
Professional Surveyor No. 7865



# THE COURTYARDS AT HAINES CREEK

## PHASE 1

- A CITY OF NEW ALBANY  
I.N. 202206240094052
- B RICHARD EUGENE ULERY  
DEBBIE LEE ULERY  
O.R. 27800C14
- C MICHAEL HAIRSTON  
I.N. 202208290123903
- D PEGGY J. CORWIN  
I.N. 202212160168909  
I.N. 200402110030535
- E JEAN SMYTHE TRUSTEE  
I.N. 200909160134683
- F PAUL K. STAMM  
CHRISTINE BURIK STAMM  
I.N. 200309120291097

\*\* = RESERVE "F1"  
0.075 Ac.  
See Note "H"

\*\*\* = RESERVE "G"  
0.150 Ac.  
See Note "H"

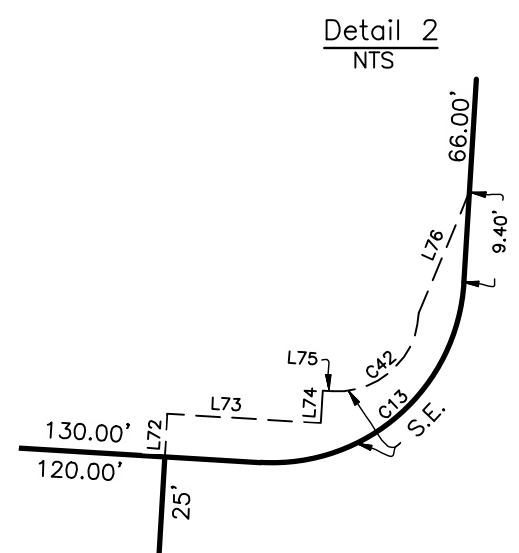
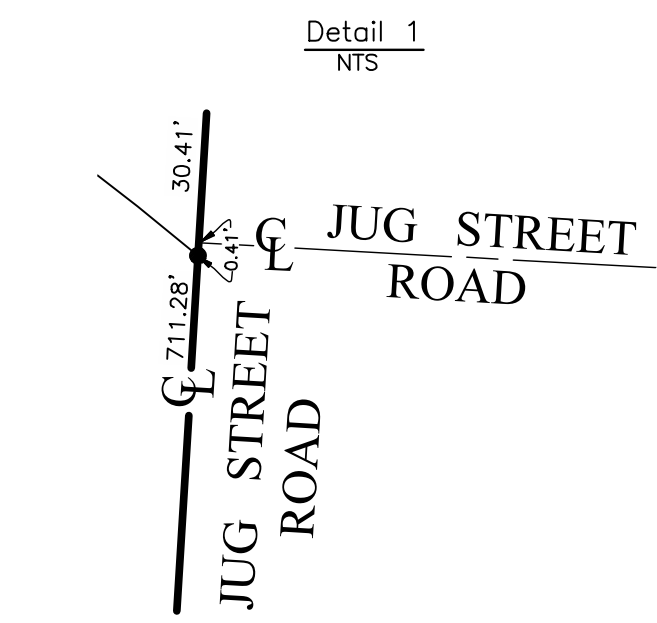
\*\*\*\* = RESERVE "I"  
0.138 Ac.  
See Note "H"

Legend

B.L. = Building Line  
D.E. = Drainage Easement  
S.E. = Sidewalk Easement  
Esmt. = Easement  
S.P.Z. = Stream Preservation Zone  
See Note "L"  
T.P.Z. = Tree Preservation Zone  
See Note "M"

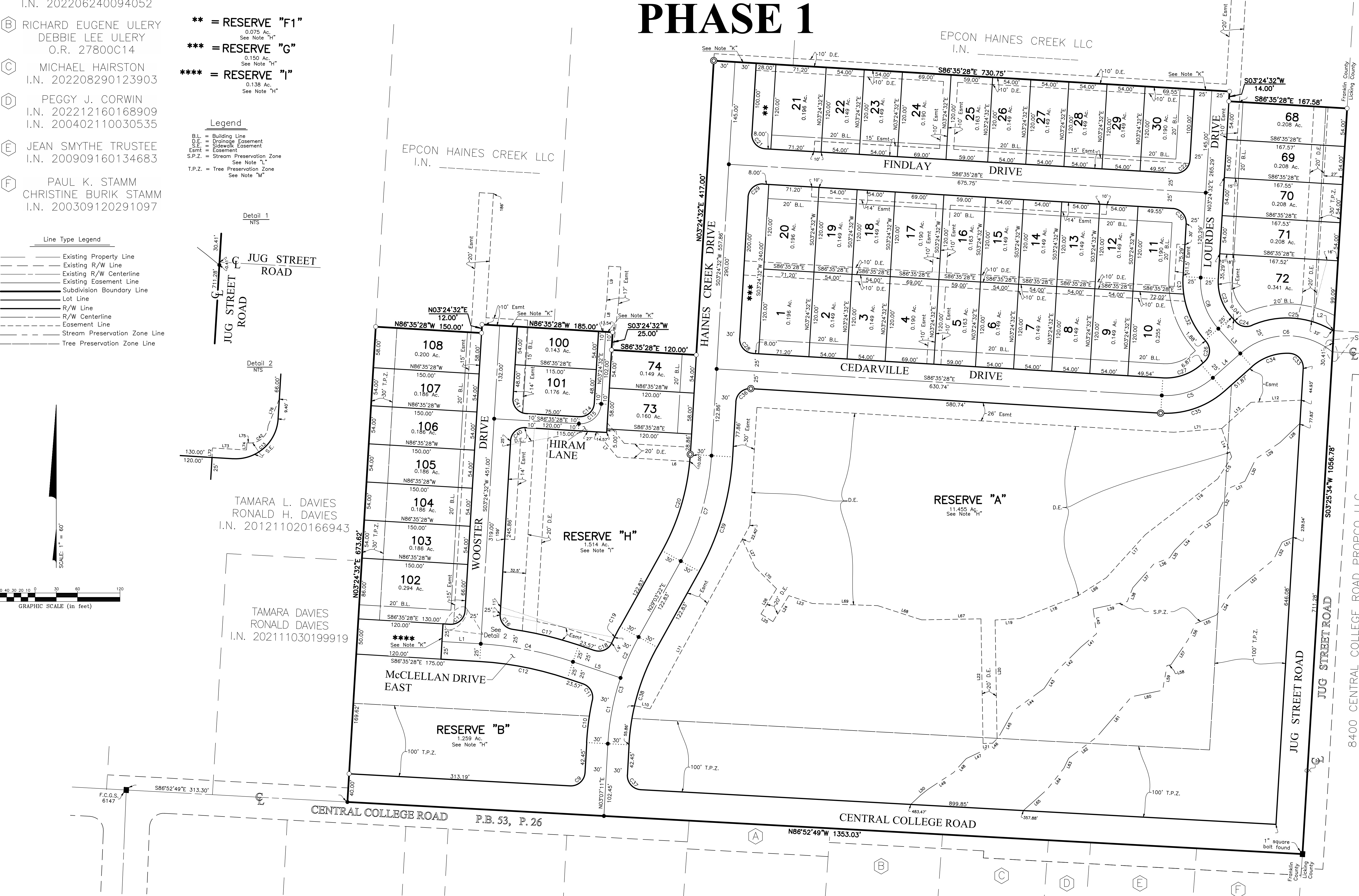
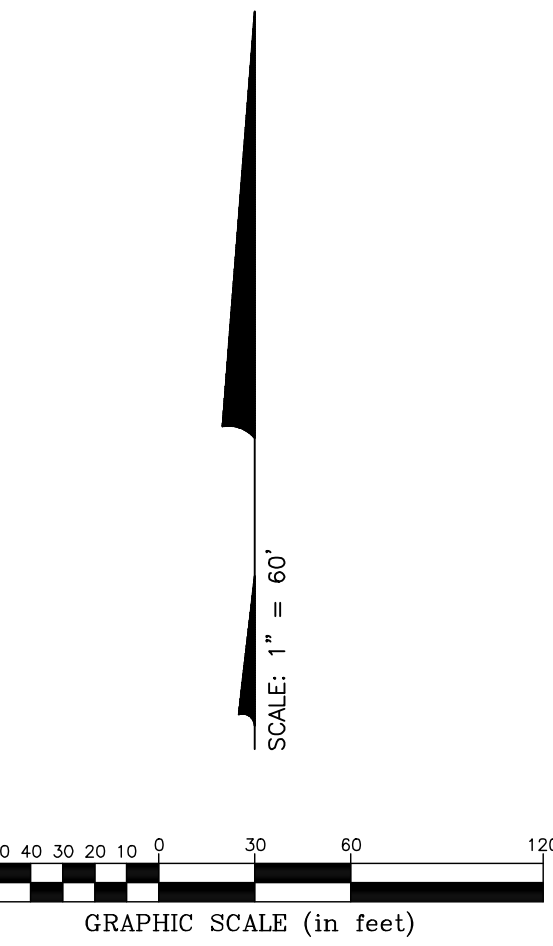
Line Type Legend

Existing Property Line  
Existing R/W Line  
Existing R/W Centerline  
Existing Easement Line  
Subdivision Boundary Line  
Lot Line  
R/W Line  
R/W Centerline  
Easement Line  
Stream Preservation Zone Line  
Tree Preservation Zone Line



TAMARA L. DAVIES  
RONALD H. DAVIES  
I.N. 201211020166943

TAMARA DAVIES  
RONALD DAVIES  
I.N. 202111030199919



ALBERT J. MCROBERTS III  
DIANA J. MCROBERTS  
O.R. 243, P. 106

8400 CENTRAL COLLEGE ROAD PROPCO LLC  
I.N. 202012290035810

# THE COURTYARDS AT HAINES CREEK

## PHASE 1

**NOTE "A":** No determination has been made by the City of New Albany, Ohio as to whether the area proposed to be platted contains areas that could be classified as wetlands by the Army Corps of Engineers. It is the developer's responsibility to determine whether wetlands exist on the area hereby platted. The City of New Albany, Ohio approval of this plat of "The Courtyards at Haines Creek Phase 1" does not imply any approval of the site as it may pertain to wetlands.

**NOTE "B":** At the time of platting, the land being platted as The Courtyards at Haines Creek Phase 1 is in Zone X (areas determined to be outside of the 0.2% annual chance floodplain), as said Zone is designated and delineated on the FEMA Flood insurance rate map for Franklin County Unincorporated areas map number 39049C0207K, with effective date of June 17, 2008.

**NOTE "C" - AGRICULTURAL RECOUPMENT:** Grantor, being the duly authorized representative of the developer dedicating the property described in this plat, hereby agrees to indemnify the City of New Albany for, and hold it harmless from, any agricultural recoupments assessed or levied in the future against the property dedicated herein, which result from grantor's conversion of the property from agricultural use.

**NOTE "D" - ACREAGE BREAKDOWN:**

Total acreage:	29.111 Ac.
Acreage in rights-of-way:	6.339 Ac.
Acreage in Reserves	14.589 Ac.
Acreage in remaining lots:	8.183 Ac.

**NOTE "E" - ACREAGE BREAKDOWN:** The Courtyards at Haines Creek Phase 1 is out of the following Franklin County Parcel Numbers:

222-005156	1.501 Ac.
222-005157	1.500 Ac.
222-005158	3.915 Ac.
222-005159	22.195 Ac.

**NOTE "F" - DEPRESSED DRIVEWAYS:** Depressed driveways are hereby prohibited on all lots in The Courtyards at Haines Creek Phase 1. Nothing herein, however, shall prohibit the construction and use of a driveway alongside or to the rear of a residential structure if otherwise permitted by the City of New Albany.

**NOTE "G":** At the time of platting, electric, cable, and telephone service providers have not issued information required so that easement areas, in addition to those shown on this plat as deemed necessary by these providers for the installation and maintenance of all of their main line facilities, could conveniently be shown on this plat. Existing recorded easement information about The Courtyards at Haines Creek Phase 1 or any part thereof can be acquired by a competent examination of the then current public records, including those in the Recorder's Office, Franklin County, Ohio.

**NOTE "H" - RESERVES "A", "B", "F1" AND "G":** Reserves "A", "B", "F1" and "G", as designated and delineated hereon, shall be owned by the City of New Albany and maintained by an association comprised of the owners of the fee simple titles to the lots in the The Courtyards at Haines Creek subdivisions in perpetuity for the purpose of open space and/or stormwater retention.

**NOTE "I" - RESERVE "H" :** Reserve "H", as designated and delineated hereon, shall be owned and maintained by an association comprised of the owners of the fee simple titles to the lots in the The Courtyards at Haines Creek subdivisions for the purpose of a Community Amenity Area.

**NOTE "J" - RESERVE "I" :** Reserve "I", as designated and delineated hereon, shall be owned by the City of New Albany and maintained by an association comprised of the owners of the fee simple titles to the lots in the The Courtyards at Haines Creek subdivisions in perpetuity/until a public road is constructed and Reserve "I" is dedicated to the City as public right-of-way.

**NOTE "K":** No vehicular access to be in effect until such time as the public street right-of-way is extended and dedicated by plat or deed.

**NOTE "L" - STREAM PRESERVATION ZONE:** The Stream Preservation Zone shall forever be restricted from development with buildings and structures and the natural state of said zone shall remain undisturbed. It is also the intent and purpose of the Stream Preservation Zone to restrict and forbid any activity or use which would as a natural consequence of such, impede or make more difficult the accomplishment of the purpose of which the said zone was created.

Additional restrictions include:

- No dumping or burning of refuse.
- No hunting or trapping.
- Natural resources of the zones shall remain undisturbed and no topsoil, sand, gravel, or rock shall be excavated, removed or graded.
- Nothing shall be permitted to occur within the Stream Preservation Zone which would contribute to the erosion of the land and no trees shall be cut or removed, except for the removal of such dead diseased, noxious, or decayed trees or vegetation which may be required for conservation or scenic purposes, or for reasons of public safety. Notwithstanding the foregoing, the following improvements and activities shall be permitted within the parks and easements may be reserved in favor of the developer and future property owners for the following:

- Storm water detention or retention ponds and related underground storm water management infrastructure;
- Underground utility lines and underground storm water management infrastructure;
- One or more paved leisure trails in locations which are approved as part of a final development plan for this subarea;
- Planting and maintenance of trees, bushes, and other landscaping.
- Benches, pedestrian trash receptacles, and wayfinding signage; and
- Preservation and maintenance of wooded and forested areas in keeping with good forestry management practices, including, but not necessarily limited to, the removal of dead, diseased, or decaying trees and the treatment or removal of noxious or invasive plant species.

Any and all alterations to the Stream Preservation Zone require the approval of the City of New Albany Community Development Department.

**NOTE "M" - TREE PRESERVATION ZONES:** "Tree Preservation Zones" shall apply (1) for a minimum distance of 100 feet from the right-of-way of Central College Road and Jug Street in Reserve A, in areas to the south of the intersection of Jug Street and a new public street connecting it to the new subdivision, (2) within the northwest corner of the zoning district, (3) covering the tree line along the north property line of Reserve C, all as generally shown on the Preliminary Development Plan, (Reserves A, C1 and C2 as shown on Final Development Plan) and , and (4) within a distance of 30 feet from the rear property line on any lots where a minimum rear yard setback of 50 feet is required, provided as to this subsection G.(4) trees shall be preserved in accordance with the recommendations of a certified arborist and subject to staff approval. Within these areas, only the construction of roads, paths/trails/sidewalks, underground utility lines and underground storm water management infrastructure shall be permitted. Healthy mature trees and understory vegetation shall be preserved within these areas unless they conflict with the installation of permitted utility or storm water infrastructure. Trees and understory vegetation within the tree preservation zone plan may be trimmed, cut, or removed if they are diseased, dead, or of a noxious species or if they present a threat of danger to persons or property. When trees are removed from the Tree Preservation Zones due to utility installation, reasonable efforts shall be made to plant new trees in areas within or outside of (but near to) the Tree Preservation Zone in order to provide buffering from adjacent parcels outside of this zoning district. The number, species, and locations of new trees shall be reviewed by the Planning Commission as part of a final development plan and confirmed with a landscape plan provided with final engineering. Trees shall not be required to be planted in easements and/or locations that may harm the health of preserved trees or unreasonably encroach into the rear yards of lots.

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	15°33'45"	350.00'	95.07'	S 10°54'03" W	94.77'
C2	10°22'26"	350.00'	63.37'	S 23°52'09" W	63.28'
C3	25°56'11"	350.00'	158.44'	S 16°05'16" W	157.09'
C4	15°16'23"	500.00'	133.28'	N 78°57'16" W	132.89'
C5	44°57'03"	100.00'	78.45'	N 70°56'01" E	76.46'
C6	81°26'46"	100.00'	142.15'	S 89°10'52" W	130.48'
C7	25°38'49"	350.00'	156.67'	N 16°13'57" E	155.36'
C8	44°57'03"	100.00'	78.45'	S 19°03'59" E	76.46'
C9	90°00'00"	20.00'	31.42'	N 48°07'11" E	28.28'
C10	9°06'11"	380.00'	60.37'	S 07°40'16" W	60.31'
C11	8°3'32'26"	20.00'	29.16'	N 29°32'51" W	26.65'
C12	15°16'23"	475.00'	126.62'	N 78°57'16" W	126.24'
C13	90°00'00"	20.00'	31.42'	N 48°24'32" E	28.28'
C14	90°00'00"	20.00'	31.42'	N 48°24'32" E	28.28'
C15	90°00'00"	30.00'	47.12'	N 48°24'32" E	42.43'
C16	85°15'50"	20.00'	29.76'	S 39°13'22" E	27.09'
C17	10°32'13"	525.00'	96.55'	N 76°35'11" W	96.41'
C18	8°3'32'26"	20.00'	29.16'	N 66°54'43" E	26.65'
C19	3°54'52"	380.00'	25.96'	S 27°05'56" W	25.96'
C20	25°38'49"	320.00'	143.24'	N 16°13'57" E	142.05'
C21	90°00'00"	20.00'	31.42'	S 41°35'28" E	28.28'
C22	90°00'00"	20.00'	31.42'	N 48°24'32" E	28.28'
C23	44°57'03"	75.00'	58.84'	S 19°03'59" E	57.34'
C24	71°55'12"	20.00'	25.10'	S 77°30'07" E	23.49'
C25	54°27'04"	125.00'	118.79'	N 86°14'11" W	114.37'
C26	90°00'00"	20.00'	31.42'	N 03°27'29" E	28.28'
C27	44°57'03"	75.00'	58.84'	N 70°56'01" E	57.34'
C28	90°00'00"	20.00'	31.42'	S 41°35'28" E	28.28'
C29	90°00'00"	20.00'	31.42'	S 48°24'32" W	28.28'
C30	90°00'00"	20.00'	31.42'	N 41°35'28" W	28.28'
C31	11°24'04"	125.00'	24.87'	S 02°17'29" E	24.83'
C32	3°3'33'00"	125.00'	73.19'	S 24°46'01" E	72.15'
C33	90°34'47"	20.00'	31.62'	N 41°51'50" W	28.43'
C34	44°23'17"	75.00'	58.10'	S 70°39'08" W	56.66'
C35	44°57'03"	125.00'	98.07'	N 70°56'01" E	95.57'
C36	90°00'00"	20.00'	31.42'	S 48°24'32" W	28.28'
C37	90°00'00"	20.00'	31.42'	S 41°52'49" E	28.28'
C38	25°56'11"	320.00'	144.86'	S 16°05'16" W	143.62'
C39	25°38'49"	380.00'	170.10'	N 16°13'57" E	168.68'
C40	90°00'00"	20.00'	31.42'	S 48°24'32" W	28.28'
C41	90°00'00"	20.00'	31.42'	S 41°35'28" E	28.28'
C42	91°06'53"	8.50'	13.52'	N 47°51'06" E	12.14'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N86°35'28"W	55.00'
L2	S86°50'43"E	1.60'
L3	S41°32'31"E	46.88'
L4	N48°27'29"E	51.87'
L5	N71°19'04"W	71.03'
L6	S86°35'27"E	102.78'
L7	S39°38'49"E	46.34'
L8	S06°30'22"W	46.97'
L9	S03°24'32"W	46.10'
L10	S78°49'40"E	22.16'
L11	N28°33'38"E	295.46'
L12	N87°31'54"E	71.37'
L13	N48°10'50"E	55.64'
L14	S19°22'29"E	42.70'
L15	S32°32'53"W	36.59'
L16	S52°21'23"W	129.37'
L17	S42°10'31"W	82.04'
L18	S68°44'46"W	87.05'
L19	S86°39'47"W	35.12'
L20	S00°56'52"E	168.03'
L21	S88°42'25"W	13.70'
L22	N00°57'57"W	176.31'
L23	N71°36'15"W	35.03'
L24	S31°35'28"W	43.07'
L25	N57°36'24"W	20.00'
L26	N31°35'28"E	41.93'

LINE TABLE		
LINE	BEARING	DISTANCE
L27	N2°44'48"W	43.65'
L28	S46°09'45"W	39.05'
L29	S55°59'02"W	41.26'
L30	S25°56'12"W	35.36'
L31	S66°39'05"W	22.34'
L32	S26°28'15"W	42.74'
L33	S54°32'37"W	38.86'
L34	S45°20'17"W	39.52'
L35	S33°46'54"W	12.90'
L36	S68°03'06"W	24.11'
L37	S41°37'06"W	44.68'
L38	S22°02'34"W	21.28'
L39	S78°14'09"W	49.26'
L40	S07°44'39"E	35.70'
L41	S49°31'44"W	29.37'
L42	S45°18'42"W	53.61'
L43	S33°36'00"W	24.89'
L44	S54°04'58"W	53.74'
L45	S29°10'18"W	43.25'
L46	S45°04'50"W	22.47'
L47	S64°44'33"W	32.59'
L48	S42°17'17"W	26.70'
L49	S56°50'25"W	43.76'
L50	S50°55'48"W	12.96'
L51	S66°39'05"W	16.85'
L52	S26°28'15"W	27.87'

LINE TABLE		
LINE	BEARING	DISTANCE
L53	S50°58'51"W	79.95'
L54	S33°46'54"W	33.61'
L55	S68°03'06"W	31.45'
L56	S24°59'28"W	25.68'
L57	S34°31'26"W	42.68'
L58	S78°14'09"W	5.66'
L59	S09°59'29"W	35.42'
L60	S78°14'49"W	44.72'
L61	S40°56'21"W	75.41'
L62	S52°42'04"W	49.86'
L63	S26°09'34"W	15.90'
L64	S38°18'52"W	38.05'
L65	S48°26'01"W	44.91'
L66	S57°24'36"W	48.92'
L67	N88°59'22"E	83.92'
L68	S72°06'41"E	65.51'
L69	S88°06'56"E	92.22'
L70	S44°47'37"E	42.86'
L71	N85°29'44"E	67.98'
L72	N03°24'32"E	4.50'
L73	N86°35'28"W	16.00'
L74	S03°24'32"W	3.37'
L75	N86°35'28"W	1.00'
L76	N22°41'57"E	13.63'





**Planning Commission Staff Report  
October 16, 2023 Meeting**

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**COURTYARDS AT HAINES CREEK SUBDIVISION  
PHASE 2 PRELIMINARY AND FINAL PLAT**

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LOCATION:	Generally located at the northwest corner of the intersection at Central College Road and Jug Street Rd NW (PIDs: 222-005156, 222-005157, 222-005158, 222-005159).
APPLICANT:	EC New Vision Ohio LLC, c/o Aaron L. Underhill, Esq.
REQUEST:	Preliminary and Final Plat
ZONING:	Courtyards at Haines Creek I-PUD Zoning District
STRATEGIC PLAN:	Residential District
APPLICATION:	FPL-91-2023

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Review based on: Application materials received September 15, 2023 and October 2, 2023.

*Staff report completed by Chelsea Nichols, Planner.*

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**I. REQUEST AND BACKGROUND**

This final plat application is for phase 2 of the Courtyards at Haines Creek subdivision. This phase includes 56 residential lots, four reserves (C1, F2, J, and K), and six new public streets on 18.990 acres.

The Planning Commission reviewed the zoning change and preliminary development plan for the property on June 20, 2023 (ZC-07-2023) and the zoning change was adopted by city council on July 18, 2023 (O-84-2023).

There is a related final development plan application on the October 16<sup>th</sup> Planning Commission agenda. This application is reviewed under a separate staff report (FDP-87-2023).

**II. SITE DESCRIPTION & USE**

The 63.5+/- acre subdivision is located in Franklin County. The site is generally located at the northwest corner of the intersection at Central College Road and Jug Street Rd NW. The site is located immediately west of the Licking County line and immediately, north of Agricultural zoned and residentially used properties, and there are unincorporated residentially zoned and used properties to the west and north of the site.

**III. PLAN REVIEW**

The Planning Commission's review authority of the final plat is found under C.O. Section 1187. Upon review of the final plat, the Commission is to make a recommendation to the City Council. The staff's review is based on New Albany plans and studies, zoning text, and zoning regulations.

Residential Lots

- The final plat is consistent with the proposed Courtyards at Haines Creek final development plan. The plat shows 56 residential lots. The proposed lot layout and dimensions match what is shown on the final development plan and meet the requirements of the zoning text.
  - The final plat appropriately shows the lot widths to be at least 52 feet, as required by zoning text section VI(D).
  - The final plat appropriately shows the lot depths to be at least 115 feet, as required by zoning text section VI(E).

- The final plat appropriately shows the following front yard setbacks, as required by the zoning text section VI(F)(2):
  - A 15-foot setback for Lane Homes (lots 88-99).
  - A 20-foot setback for all other lots on the final plat.

#### Streets

- The plat creates six (6) new publicly dedicated streets totaling 3.504+/- acres. All of the new streets meet the right-of-way requirements in the zoning text:
  - Haines Creek Drive provides north-south access through the subdivision, with 60 feet of right-of-way.
  - Heidelberg Drive, is stubbed from this development to the west property line to provide for a future connection, with 50 feet of right-of-way.
  - Wooster Drive, with 50 feet of right-of-way.
  - Hiram Lane, a publicly dedicated alley, with 20 feet of right-of-way.
  - Marietta Drive, with 50 feet of right-of-way.
  - Lourdes Drive, with 50 feet of right-of-way.
- The utility easements are shown on the plat.
- Per the city's subdivision regulations, C.O. 1187.04, all new streets shall be named and shall be subject to the approval of the Planning Commission. The applicant proposes to utilize the names of private Ohio colleges as street names within the subdivision. Haines Creek Drive shares the same name as the subdivision.

#### Parkland, Open Space and Tree Preservation Areas

- This phase of the plat contains four (4) reserve areas shown as Reserves "C1", "F2", "J", and "K" on the plat with a total acreage of 5.848+/- acres.
  - According to the plat notes, Reserves "C1" and "F2", shall be owned by the City of New Albany and maintained by the homeowner's association in perpetuity for the purpose of open space and/or stormwater retention.
  - The zoning text states that in the area consisting of Reserve C1, the application of fertilizer or other lawn treatment chemicals shall be prohibited. Within this area, prairie grass shall be planted and maintained and the landscape plan shall provide for the planting of additional trees to increase buffering of the site from the properties to the north. The city staff recommends a condition of approval that the plat note includes these restrictions for this area.
  - The plat states Reserve "J" shall be owned by the City of New Albany and maintained by the homeowner's association in perpetuity for the purpose of open space and/or stormwater retention.
    - The plat states trees as shown on the Final Development Plan within Reserve "J" shall be preserved and subject to staff approval. Within this reserve, only the construction of paths/trails/sidewalks, underground utility lines and underground storm water management infrastructure shall be permitted.
    - The plat includes a 14-foot-wide general utility easement along Wooster Drive. A plat note requires healthy mature trees and understory vegetation to be preserved unless they conflict with the installation of permitted utility or storm water infrastructure. And, when trees are removed from the reserve due to utility installation, reasonable efforts shall be made to plant new trees in areas within the reserve. Trees shall not be required to be planted in easements and/or locations that may harm the health of preserved trees or unreasonably encroach into the rear yards of lots.
    - Trees and understory vegetation within the reserve may be trimmed, cut, or removed if they are diseased, dead, or of a noxious species or if they present a threat of danger to persons or property.
- The plat states Reserve "K" shall be owned by the City of New Albany and maintained by the homeowner's association until a public road is constructed within the reserve and is dedicated to the city as public right-of-way. The city staff recommends a condition of approval that the



plat note be updated to clarify that the city will maintain just the street, which is everything between and including the concrete curbs. Everything else outside of the curbs must be maintained by the HOA in perpetuity.

- Various tree preservation zones are shown on the final plat and comply with the tree preservation zone requirements of zoning text section VI(G).
- Typically, subdivision plats that include tree preservation zones, have a note that requires special markers be placed at each lot corner marking the edge of the Tree Preservation Area. The design of the markers shall be provided by the applicant and must be approved by the city. These markers must be installed prior to any infrastructure acceptance by the city. Historically, the signs are installed on every-other lot line so that there is one sign for each lot. Staff recommends a condition of approval that this note be added to the plat, that the developer supply the signs, the design be subject to staff approval and the markers are installed by the developer prior to any infrastructure acceptance by the city.
- C.O. 1187.04(d)(4) and (5) requires verification that an application, if required, has been submitted to the Ohio Environmental Protection Agency in compliance with Section 401 of the Clean Water Act and to the U.S. Army Corps of Engineers in compliance with Section 404 of the Clean Water Act. The applicant states that a delineation report is currently under review with the U.S. Army Corps of Engineers; however, the permits have not yet been issued. Staff requests evidence of any permits received from the Ohio Environmental Protection Agency as a condition of approval.
- The city codified ordinance 1159.11 states when a final plat is approved by Council, the owner shall file and record the same in the Office of the County Recorder within twelve (12) months unless such time is, for good cause shown, extended by resolution of Council. If not recorded within this time, the approval of Council shall become null and void.

#### **IV. ENGINEER'S COMMENTS**

The City Engineer has reviewed the referenced plan in accordance with the engineering related requirements of Code Section 1159.07(b)(3) and provided the following comments. Staff recommends a condition of approval that these comments be addressed by the applicant, subject to staff approval.

1. Label all proposed developer easements such as water, storm and sanitary.
2. Provide more information regarding private utility easements.
3. Refer to Code Section 1187.06 (c) (1) and (2). Provide hard copy documentation indicating that all environmental permit requirements have been addressed.
4. Refer to Note J. Delete Preliminary Development plan and add Final Development Plan.

#### **V. ACTION**

##### ***Basis for Approval:***

The final plat is generally consistent with the final development plan and meets code requirements. Should the Planning Commission approve the application, the following motion would be appropriate.

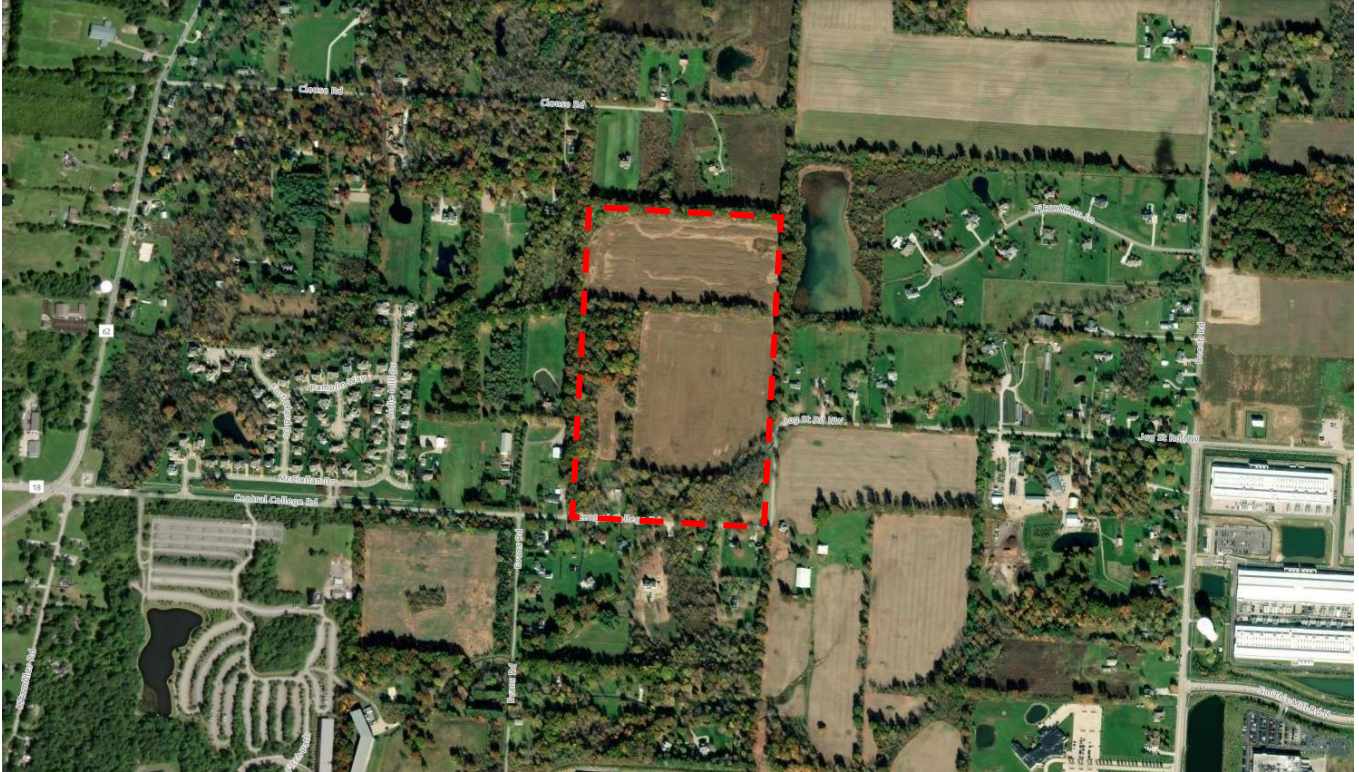
##### **Suggested Motion for FPL-91-2023:**

Move to approve final plat application FPL-91-2023 with the following conditions:

1. The zoning text states that in the area consisting of Reserve C1, the application of fertilizer or other lawn treatment chemicals shall be prohibited. Within this area, prairie grass shall be planted and maintained and the landscape plan shall provide for the planting of additional trees to increase buffering of the site from the properties to the north. The plat note shall be updated to include these restrictions for this area.
2. The plat note for Reserve "K" be updated to clarify that when the public road is constructed within the reserve and is dedicated to the city as public right-of-way, the city will maintain just the street, which is everything between and including the concrete curbs. Everything else outside of the curbs must be maintained by the HOA in perpetuity.

3. The plat be updated to include a note for the tree preservation zone signs. The developer shall supply the signs, the design be subject to staff approval, the signs are installed on every-other lot line so that there is one sign for each lot, and the markers are installed by the developer prior to any infrastructure acceptance by the city.
4. The applicant provides evidence of any applications filed with the U.S. Army Corps of Engineers or Ohio Environmental Protection Agency, as well as any associated permits that are issued.
5. The city engineer comments are addressed, subject to staff approval.
6. Approval of the final plat is contingent upon the approval of the final development plan for this development.

**Approximate Site Location:**



Source: ArcGIS



To: Chelsea Nichols  
City Planner

404.616-02  
October 3, 2023  
(Revised 10/6/23)

From: Matt Ferris, P.E., P.S.  
By: Jay M. Herskowitz, P.E., BCEE

Re: The Courtyards at Haines  
Creek Final Plat  
Phase 1, 2 and 3

---

We reviewed the referenced plat in accordance with Code Section 1187.06. Our review comments are as follows:

Phase 1

1. Sheet 2 of 3: Label the width as measured from the Jug Street road centerline to the r/w line.
2. Sheet 3 of 3. Label the 100 year flood plain boundary and floodway in Reserve A.
3. Sheet 3 of 3. Refer to Note M. Delete Preliminary Development plan and add Final Development Plan.
4. Label all proposed developer easements such as water, storm and sanitary.
5. Provide more information regarding private utility easements.
6. Refer to Code Section 1187.06 (c) (1) and (2). Provide hard copy documentation indicating that all environmental permit requirements have been addressed.

Phase 2

7. Label all proposed developer easements such as water, storm and sanitary.
8. Provide more information regarding private utility easements.
9. Refer to Code Section 1187.06 (c) (1) and (2). Provide hard copy documentation indicating that all environmental permit requirements have been addressed.
10. Refer to Note J. Delete Preliminary Development plan and add Final Development Plan.

Phase 3

11. Label all proposed developer easements such as water, storm and sanitary.
12. Provide more information regarding private utility easements.

13. Refer to Code Section 1187.06 (c) (1) and (2). Provide hard copy documentation indicating that all environmental permit requirements have been addressed.
14. Refer to Note I. Delete Preliminary Development plan and add Final Development Plan.

We recommend that the applicant have all three plats reviewed by the Franklin County Engineer's office and a summary of County Engineer review comments and the applicant's comment responses be provided for our records.

MEF/JMH

cc: Josh Albright, Development Engineer  
Cara Denny, Engineering Manager



# WINDSOR SECTION 3

PLAT BOOK 108 PAGE 46

2  
3

RICHARD RAY HICKERNELL &  
SANDRA KAY HICKERNELL  
D.B. 3202, P. 535

ROBERT L. BRENNING  
I.N. 199809220240371

MARK DAVENPORT &  
REGINA DAVENPORT  
I.N. 19980810203308

RONALD E. ADAMS &  
J. HOPE ADAMS  
O.R. 535E13

JOSEPH DAUBENMIRE &  
SANDY W. DAUBENMIRE  
I.N. 200307240229532

APOLINAR JIMENEZ AND  
PATRICIA JIMENEZ  
I.N. 200509160192830

CHARLES A. PETRELLA  
O.R. 30472603

NEW ALBANY BAPTIST CHURCH  
D.B. 2802, P. 105

STATE OF OHIO  
PARCEL 13WL  
O.R. 25998D10

$\Delta=90^{\circ}00'00''$  R=20.00'  
L=31.42'  
ChBrg=S 35^{\circ}53'55'' E  
Ch=28.28'

$\Delta=07^{\circ}27'13''$  R=208.00'  
L=27.06'  
ChBrg=S 05^{\circ}22'28'' W  
Ch=27.04'

M/V HOMES OF CENTRAL OHIO, LLC  
I.N. 200309160295909

NOTE "A": No determination has been made by the Village of New Albany, Ohio as to whether the area proposed to be platted contains area(s) that could be classified as Wetlands by the Army Corps of Engineers. It is the developer's responsibility to determine whether Wetlands exist on the area hereby platted. The Village of New Albany, Ohio, approval of this final plat of Windsor Section 3 does not imply any approval of the site as it may pertain to Wetlands.

NOTE "B": All of the area hereby platted as Windsor Section 3 is within Zone X (area determined to be outside 500-year floodplain) as shown on Federal Emergency Management Agency Flood Insurance Rate Map for Franklin County, Ohio, approval of this final plat of Windsor Section 3 does not imply any approval of the site as it may pertain to Wetlands.

NOTE "C" - DEPRESSED DRIVEWAYS: Depressed driveways are hereby prohibited on all lots in Windsor Section 3. Nothing herein, however, shall prohibit the construction and use of, if otherwise permitted, a driveway alongside or to the rear of a residential structure.

NOTE "D": Notice is hereby given to the buyers of the lots in Windsor Section 3 that vehicular access to the lots shall be from private alleys, not public streets, with the exception of Lots 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462 and 463.

NOTE "E" - RESERVE "X" AND RESERVE "EE": Reserve "X" and Reserve "EE", as designated and delineated hereon, shall be owned and maintained by an association comprised of the owners of the fee simple titles to the lots in the Windsor subdivision(s) for the purpose of open space.

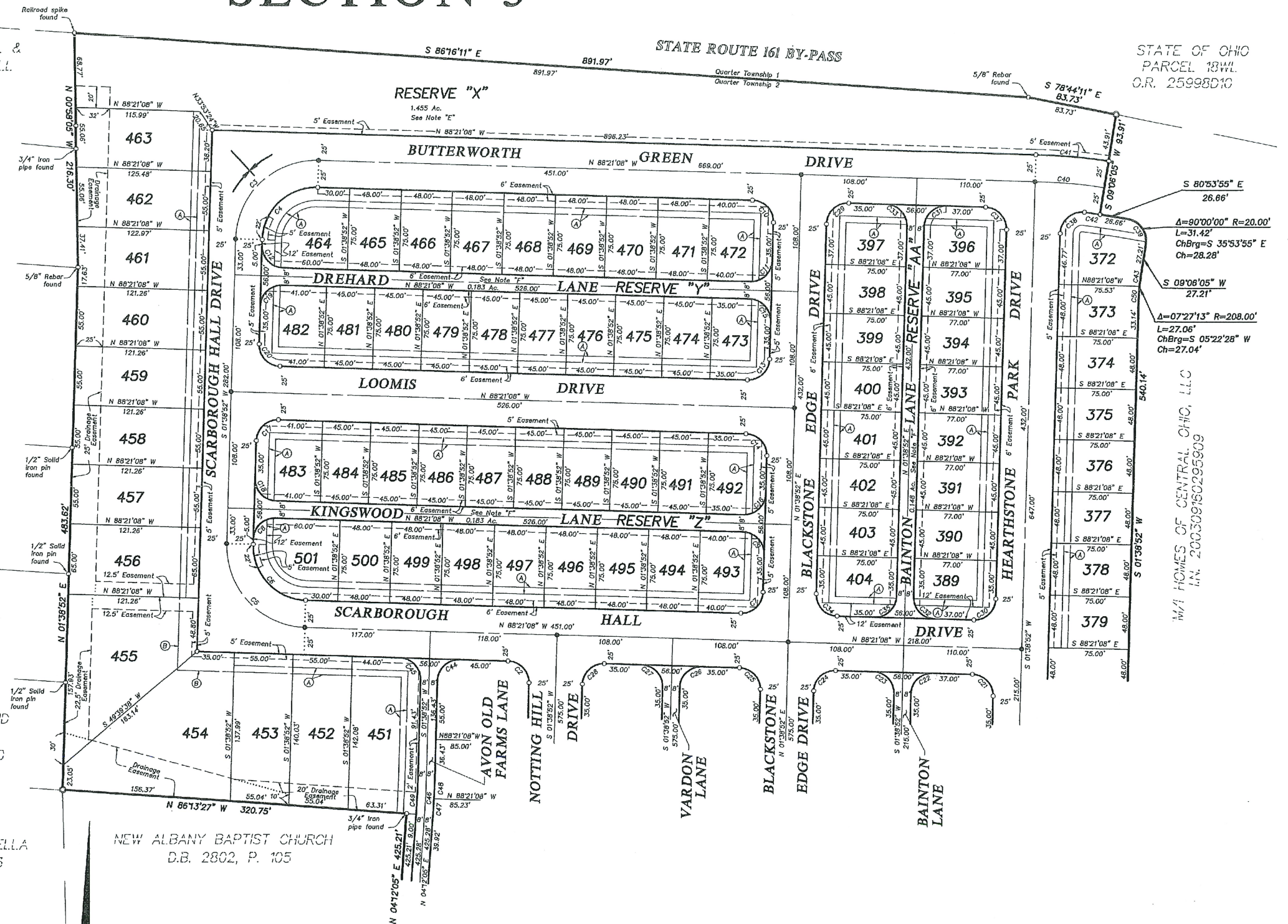
NOTE "F" - RESERVE "Y", RESERVE "Z", RESERVE "AA", RESERVE "BB", RESERVE "CC" AND RESERVE "DD": Reserve "Y", Reserve "Z", Reserve "AA", Reserve "BB", Reserve "CC" and Reserve "DD" as designated and delineated hereon, shall be owned and maintained by an association comprised of the owners of the fee simple titles to the lots in the Windsor subdivision(s) for the purpose of private alleys. Access will be provided for emergency, safety, police, fire, and postal vehicles. The Village of New Albany, Ohio, shall not be held responsible for the maintenance of the private alleys located in said reserves.

NOTE "G": As per the Village of New Albany Zoning Department, a notice is hereby given to the potential owners of the fee simple titles to the lots in Windsor Section 3 that, within that area delineated as "Reserve "C" on the subdivision plat entitled "Windsor Section 1" of record in Plat Book 104, Pages 73 to 76, both inclusive, there will be constructed retention ponds with approximate depths up to 12 feet.

NOTE "H": Stoops or porches may encroach 8 feet into the setback. If repair of waterlines in the setback causes damage to any stoop or porch encroaching the setback, the lot owner shall hold the Village of New Albany and the City of Columbus harmless from any damage caused to such stoop or porch as a result of such repair.

NOTE "I" - 12 FEET/18 FEET BUILDING LINE: Structures shall be built at either 12 feet or 18 feet offset from the street right-of-way depending upon structure type chosen and lot size.

	Village Home	Carriage Home	Town Home
Minimum Front Yard Building Setback	12 feet	12 feet	12 feet
Maximum Front Yard Building Setback	18 feet	18 feet	12 feet





# THE COURTYARDS AT HAINES CREEK

## PHASE 2

1  
3

Situated in the State of Ohio, County of Franklin, City of New Albany, and in Section 10, Township 2, Range 16, United States Military Lands, containing 18.990 acres of land, more or less, said 18.990 acres being comprised of all or part of those tracts of land conveyed to **EPCON HAINES CREEK, LLC** by deeds of record in Instrument Number \_\_\_\_\_, Recorder's Office, Franklin County, Ohio.

The undersigned, **EPCON HAINES CREEK, LLC**, an Ohio limited liability company, by **JOEL D. RHOADES**, Regional President, owner of the lands platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents its **"THE COURTYARDS AT HAINES CREEK PHASE 2"**, a subdivision containing Lots numbered 31 to 40, 63 to 67, 75 to 99, and 113 to 128, all inclusive, and areas designated as Reserve "C1", Reserve "F2", Reserve "J", and Reserve "K", does hereby accept this plat of same and dedicates to public use, as such, all of Haines Creek Drive, Heidelberg Drive, Hiram Lane, Lourdes Drive, Marietta Drive, and Wooster Drive shown hereon and not heretofore dedicated.

Easements are hereby reserved in, over and under areas designated on this plat as "Easement", "Drainage Easement" or "Sidewalk Easement". Each of the aforementioned designated easements permit the construction, operation and maintenance of all public and quasi-public utilities above, beneath, and on the surface of the ground and, where necessary, for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage. Within those areas designated "Drainage Easement" on this plat, an additional easement is hereby reserved for the purpose of constructing, operating and maintaining major storm water drainage swales and/or other above ground storm water drainage facilities. No above grade structures, dams or other obstructions to the flow of storm water runoff are permitted within Drainage Easement areas as delineated on this plat unless approved by the New Albany Municipal Engineer. Improvements related to the passive park may be located within the areas containing a Drainage Easement. No building shall be constructed in any area over which easements are hereby reserved. Within those areas designated "Sidewalk Easement" on this plat, an additional easement is hereby reserved for the construction and maintenance of a sidewalk for use by the public. Easement areas shown hereon outside of the platted areas are within lands owned by the undersigned and easements are hereby reserved therein for the uses and purposes expressed herein.

In Witness Whereof, **JOEL D. RHOADES**, Regional President of **EPCON HAINES CREEK, LLC**, has hereunto set his hand this \_\_\_\_ day of \_\_\_\_, 20\_\_.

Signed and Acknowledged  
In the presence of:

**EPCON HAINES CREEK, LLC**

By

**JOEL D. RHOADES,**  
Regional President

STATE OF OHIO  
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared **JOEL D. RHOADES**, Regional President of **EPCON HAINES CREEK, LLC**, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **EPCON HAINES CREEK, LLC**, for the uses and purposes expressed herein.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this \_\_\_\_ day of \_\_\_\_, 20\_\_.

My commission expires \_\_\_\_\_

Notary Public,

State of Ohio

Approved this \_\_\_\_ Day of \_\_\_\_  
20\_\_

\_\_\_\_\_  
Mayor, New Albany, Ohio

Approved this \_\_\_\_ Day of \_\_\_\_  
20\_\_

\_\_\_\_\_  
City Engineer, New Albany, Ohio

Approved this \_\_\_\_ Day of \_\_\_\_  
20\_\_

\_\_\_\_\_  
Council Representative to Planning  
Commission, New Albany, Ohio

Approved this \_\_\_\_ Day of \_\_\_\_  
20\_\_

\_\_\_\_\_  
Chairperson, Planning Commission,  
New Albany, Ohio

Approved this \_\_\_\_ Day of \_\_\_\_  
20\_\_

\_\_\_\_\_  
Finance Director, New Albany, Ohio

Approved and accepted by Resolution No. \_\_\_\_\_, passed \_\_\_\_\_, 20\_\_, wherein all of Haines Creek Drive, Heidelberg Drive, Hiram Lane, Lourdes Drive, Marietta Drive, and Wooster Drive shown dedicated hereon are accepted, as such, by the Council for the City of New Albany, Ohio.

Transferred this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

\_\_\_\_\_  
Auditor, Franklin County, Ohio

\_\_\_\_\_  
Deputy Auditor, Franklin County, Ohio

Filed for record this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ at \_\_\_\_\_ M. Fee \$ \_\_\_\_\_

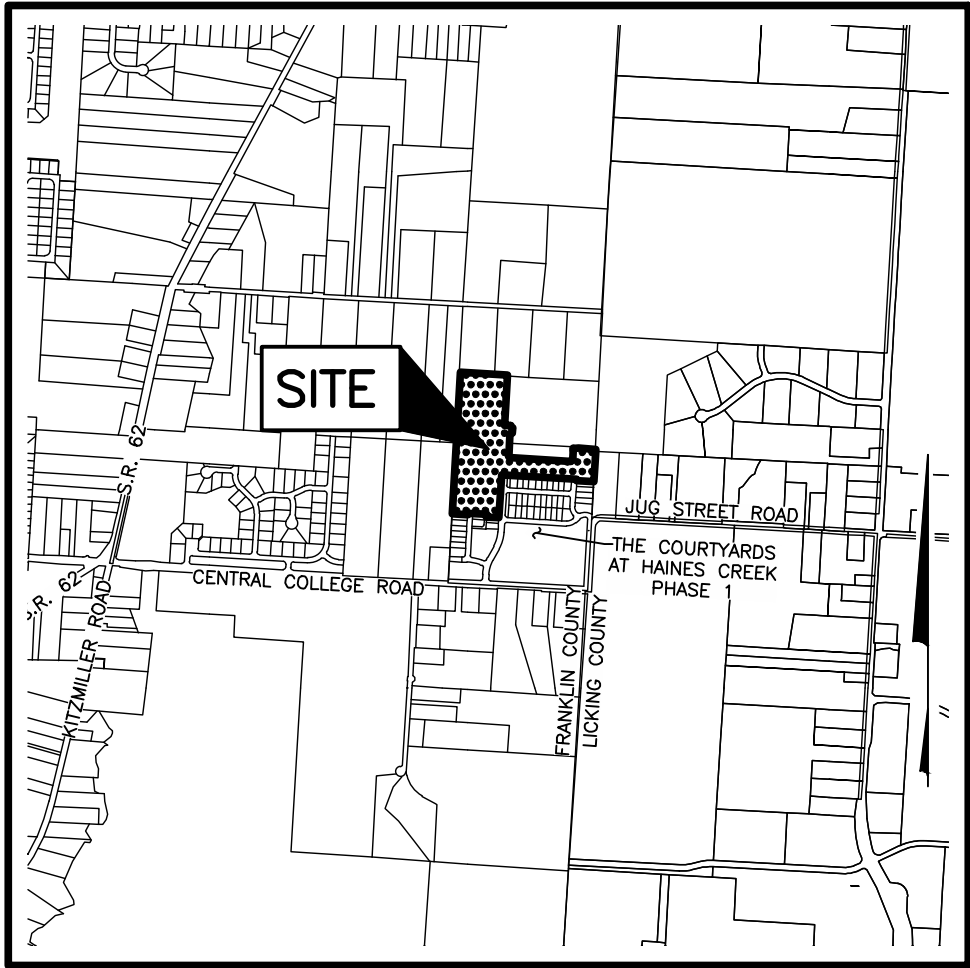
\_\_\_\_\_  
Recorder, Franklin County, Ohio

File No. \_\_\_\_\_

Recorded this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

\_\_\_\_\_  
Deputy Recorder, Franklin County, Ohio

Plat Book \_\_\_\_\_, Pages \_\_\_\_\_



LOCATION MAP AND BACKGROUND DRAWING

NOT TO SCALE

### SURVEY DATA:

**BASIS OF BEARINGS:** The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Central College Road, having a bearing of South 86°52'49" East and monumented as shown hereon, is designated as the "basis of bearings" for this plat.

**SOURCE OF DATA:** The sources of recorded survey data referenced in the plan and text of this plat are the records of the Recorder's Office, Franklin County, Ohio.

**IRON PINS:** Iron pins, where indicated hereon, unless otherwise noted, are to be set and are iron pipes, thirteen-sixteenths inch inside diameter, thirty inches long with a plastic plug placed in the top end bearing the initials EMHT INC.

**PERMANENT MARKERS:** Permanent markers, where indicated hereon, are to be one-inch diameter, thirty-inch long, solid iron pins, are to be set to monument the points indicated and are to be set with the top end flush with the surface of the ground and then capped with an aluminum cap stamped EMHT INC. Once installed, the top of the cap shall be marked (punched) to record the actual location of the point. These markers shall be set following the completion of the construction/installation of the street pavement and utilities and prior to the City of New Albany, Ohio's acceptance of these infrastructure improvements. The New Albany, Ohio, Municipal Engineer shall be notified in writing when the markers are in place.

SURVEYED & PLATTED  
BY



We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are in feet and decimal parts thereof.

- = Iron Pin (See Survey Data)
- = MAG Nail to be set
- ⊙ = Permanent Marker (See Survey Data)

By

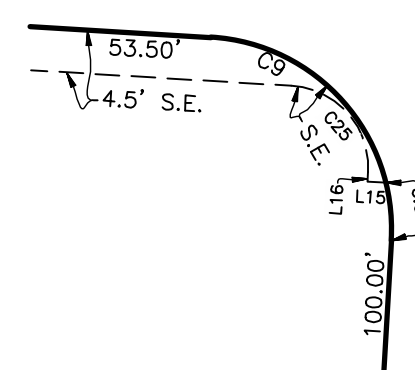
\_\_\_\_\_  
Professional Surveyor No. 7865

Date

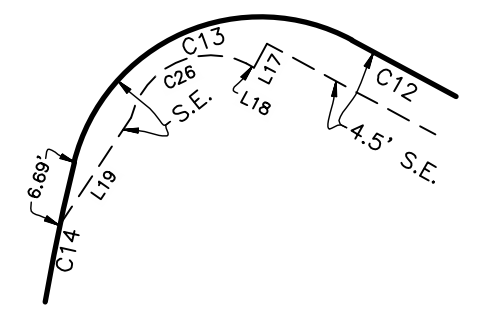


# THE COURTYARDS AT HAINES CREEK PHASE 2

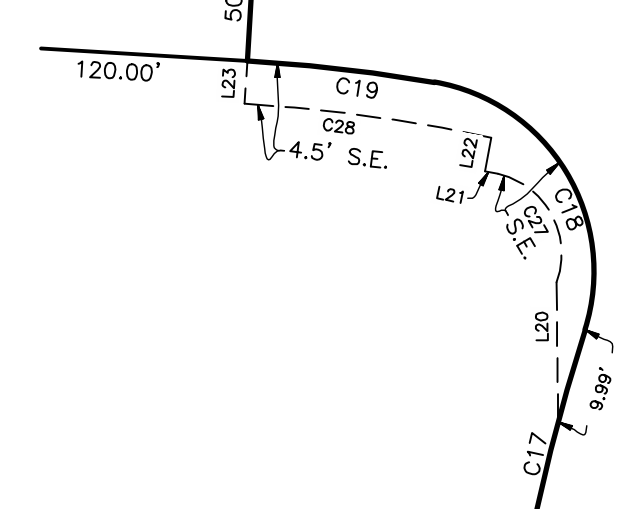
Detail 1  
NTS



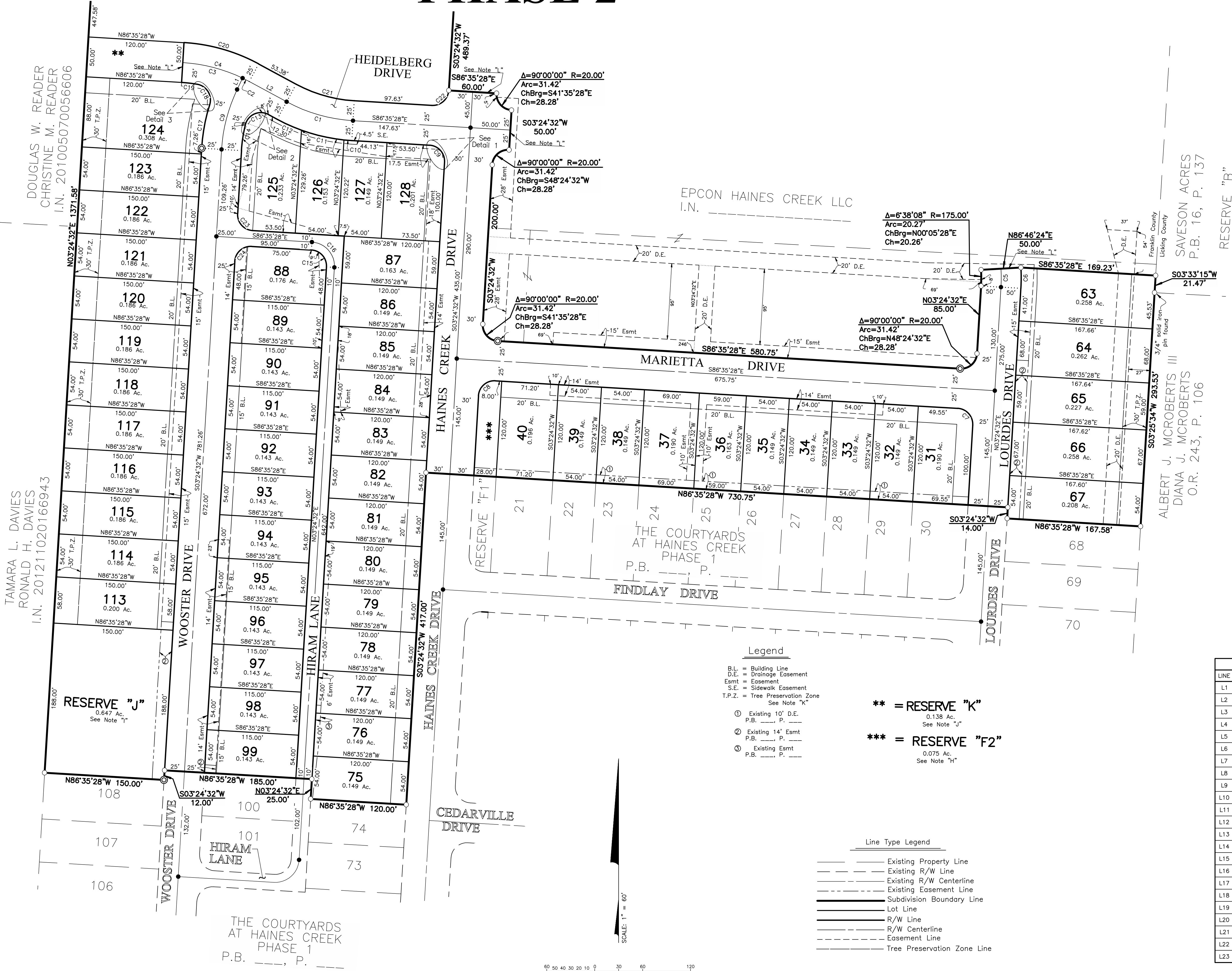
Detail 2  
NTS



Detail 3  
NTS



CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	24°59'27"	200.00'	87.23'	S 74°05'44" E	86.54'
C2	2°38'29"	200.00'	9.22'	N 62°55'15" W	9.22'
C3	22°20'58"	200.00'	78.01'	N 75°24'58" W	77.52'
C4	24°59'27"	200.00'	87.23'	N 74°05'44" W	86.54'
C5	6°38'08"	200.00'	23.16'	N 00°05'28" E	23.15'
C6	6°38'08"	225.00'	26.06'	N 00°05'28" E	26.04'
C7	90°00'00"	20.00'	31.42'	N 41°35'28" W	28.28'
C8	90°00'00"	20.00'	31.42'	S 48°24'32" W	28.28'
C9	22°20'58"	200.00'	78.01'	S 14°35'02" W	77.52'
C10	2°30'50"	225.00'	9.87'	S 85°20'03" E	9.87'
C11	13°58'37"	225.00'	54.89'	S 77°05'20" E	54.75'
C12	8°30'01"	225.00'	33.38'	S 65°51'01" E	33.35'
C13	104°15'22"	20.00'	36.39'	S 66°16'19" W	31.58'
C14	10°44'05"	175.00'	32.79'	S 08°46'35" W	32.74'
C15	90°00'00"	20.00'	31.42'	N 41°35'28" W	28.28'
C16	90°00'00"	30.00'	47.12'	N 41°35'28" W	42.43'
C17	14°07'01"	225.00'	55.44'	S 10°28'03" W	55.30'
C18	97°40'18"	20.00'	34.09'	N 31°18'36" W	30.11'
C19	6°26'42"	175.00'	19.69'	N 83°22'06" W	19.68'
C20	24°59'27"	225.00'	98.14'	N 74°05'44" W	97.36'
C21	24°59'27"	175.00'	76.33'	S 74°05'44" E	75.73'
C22	90°00'00"	20.00'	31.42'	N 48°24'32" E	28.28'
C23	90°00'00"	20.00'	31.42'	S 41°35'28" E	28.28'
C24	90°00'00"	20.00'	31.42'	S 48°24'32" W	28.28'
C25	90°00'00"	8.50'	13.35'	N 41°35'28" W	12.02'
C26	102°11'05"	8.50'	15.16'	S 64°42'46" W	13.23'
C27	97°50'50"	8.50'	14.52'	N 28°21'12" W	12.82'
C28	8°43'34"	170.50'	25.97'	N 82°13'40" W	25.94'



Legend

BL = Building Line  
D.E. = Drainage Easement  
Esmt = Easement  
S.E. = Sidewalk Easement  
T.P.Z. = Tree Preservation Zone  
See Note "K"

① Existing 10' D.E.  
P.B. \_\_\_\_\_, P. \_\_\_\_\_  
② Existing 14' Esmt  
P.B. \_\_\_\_\_, P. \_\_\_\_\_  
③ Existing Esmt  
P.B. \_\_\_\_\_, P. \_\_\_\_\_

**\*\* = RESERVE "K"**  
0.138 Ac.  
See Note "J"

**\*\*\* = RESERVE "F2"**  
0.075 Ac.  
See Note "H"

Line Type Legend

\_\_\_\_\_ Existing Property Line  
\_\_\_\_\_ Existing R/W Line  
\_\_\_\_\_ Existing R/W Centerline  
\_\_\_\_\_ Existing Easement Line  
\_\_\_\_\_ Subdivision Boundary Line  
\_\_\_\_\_ Lot Line  
\_\_\_\_\_ R/W Line  
\_\_\_\_\_ R/W Centerline  
\_\_\_\_\_ Easement Line  
\_\_\_\_\_ Tree Preservation Zone Line

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N25°45'31"E	15.85'
L2	N61°36'00"W	53.38'
L3	S67°18'11"E	165.78'
L4	S85°02'24"E	151.81'
L5	S86°39'09"E	146.70'
L6	S10°54'15"E	95.68'
L7	S10°09'11"W	50.03'
L8	S64°19'24"E	84.11'
L9	S25°40'36"W	20.00'
L10	N64°19'24"W	81.76'
L11	S42°21'15"W	81.84'
L12	S29°26'20"E	130.90'
L13	S67°06'32"W	66.44'
L14	N86°35'28"W	291.32'
L15	S86°35'28"E	1.95'
L16	S03°24'32"W	1.00'
L17	N28°24'00"E	2.83'
L18	S61°36'00"E	0.95'
L19	N33°36'29"E	13.44'
L20	N00°40'57"W	14.53'
L21	N78°52'23"W	1.40'
L22	N11°07'37"E	3.58'
L23	N03°24'32"E	4.50'

# THE COURTYARDS AT HAINES CREEK

## PHASE 2

3  
3

**NOTE "A":** No determination has been made by the City of New Albany, Ohio as to whether the area proposed to be platted contains areas that could be classified as wetlands by the Army Corps of Engineers. It is the developer's responsibility to determine whether wetlands exist on the area hereby platted. The City of New Albany, Ohio approval of this plat of "The Courtyards at Haines Creek Phase 2" does not imply any approval of the site as it may pertain to wetlands.

**NOTE "B":** At the time of platting, the land being platted as The Courtyards at Haines Creek Phase 2 is in Zone X (areas determined to be outside of the 0.2% annual chance floodplain), as said Zone is designated and delineated on the FEMA Flood insurance rate map for Franklin County Unincorporated areas map number 39049C0207K, with effective date of June 17, 2008.

**NOTE "C" - AGRICULTURAL RECOUPMENT:** Grantor, being the duly authorized representative of the developer dedicating the property described in this plat, hereby agrees to indemnify the City of New Albany for, and hold it harmless from, any agricultural recoupments assessed or levied in the future against the property dedicated herein, which result from grantor's conversion of the property from agricultural use.

#### NOTE "D" - ACREAGE BREAKDOWN:

Total acreage:	18,990 Ac.
Acreage in rights-of-way:	3,504 Ac.
Acreage in Reserves:	5,848 Ac.
Acreage in remaining lots:	9,638 Ac.

**NOTE "E" - ACREAGE BREAKDOWN:** The Courtyards at Haines Creek Phase 2 is comprised of all of the following Franklin County Parcel Numbers:

222-005158	11,236 Ac.
222-005159	7,754 Ac.

**NOTE "F" - DEPRESSED DRIVEWAYS:** Depressed driveways are hereby prohibited on all lots in "The Courtyards at Haines Creek Phase 2". Nothing herein, however, shall prohibit the construction and use of a driveway alongside or to the rear of a residential structure if otherwise permitted by the City of New Albany.

**NOTE "G":** At the time of platting, electric, cable, and telephone service providers have not issued information required so that easement areas, in addition to those shown on this plat as deemed necessary by these providers for the installation and maintenance of all of their main line facilities, could conveniently be shown on this plat. Existing recorded easement information about The Courtyards at Haines Creek Phase 2 or any part thereof can be acquired by a competent examination of the then current public records, including those in the Recorder's Office, Franklin County, Ohio.

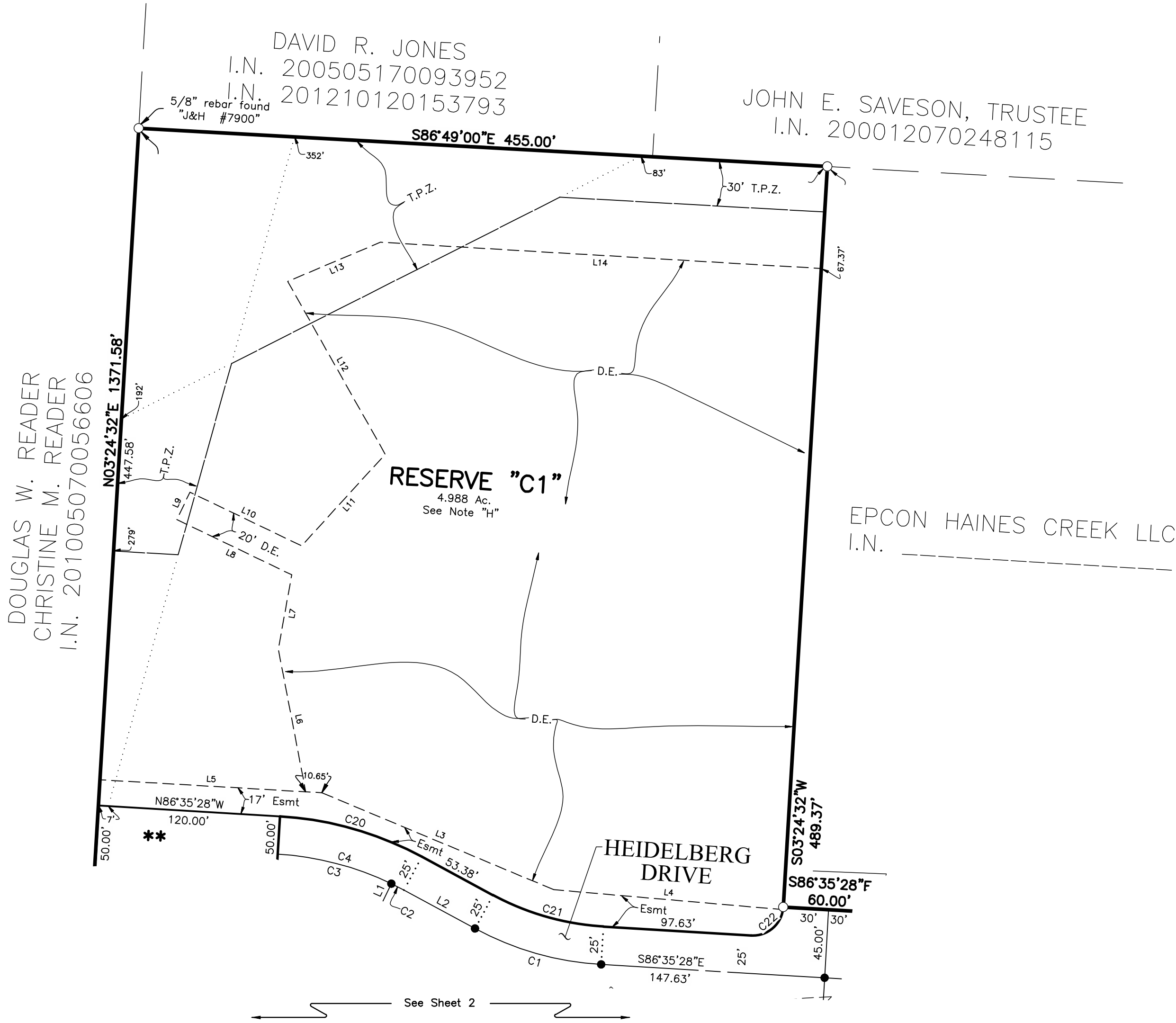
**NOTE "H" - RESERVES "C1" AND "F2":** Reserves "C1" and "F2", as designated and delineated" hereon, shall be owned by the City of New Albany and maintained by an association comprised of the owners of the fee simple titles to the lots in the The Courtyards at Haines Creek subdivision in perpetuity for the purpose of open space and/or stormwater retention.

**NOTE "I" - RESERVE "J":** Reserve "J", as designated and delineated hereon, shall be owned by the City of New Albany and maintained by an association comprised of the owners of the fee simple titles to the lots in the The Courtyards at Haines Creek subdivision in perpetuity for the purpose of open space and/or stormwater retention. Trees as shown on the Final Development Plan within the reserve shall be preserved and subject to staff approval. Within this reserve, only the construction of paths/trails/sidewalks, underground utility lines and underground storm water management infrastructure shall be permitted. Healthy mature trees and understory vegetation shall be preserved within the reserve unless they conflict with the installation of permitted utility or storm water infrastructure. Trees and understory vegetation within the reserve may be trimmed, cut, or removed if they are diseased, dead, or of a noxious species or if they present a threat of danger to persons or property. When trees are removed from the reserve due to utility installation, reasonable efforts shall be made to plant new trees in areas within the reserve. Trees shall not be required to be planted in easements and/or locations that may harm the health of preserved trees or unreasonably encroach into the rear yards of lots.

**NOTE "J" - RESERVE "K":** Reserve "K", as designated and delineated hereon, shall be owned by the City of New Albany and maintained by an association comprised of the owners of the fee simple titles to the lots in the The Courtyards at Haines Creek subdivision in perpetuity/until a public road is constructed and Reserve "K" is dedicated to the City as public right-of-way.

**NOTE "K" - TREE PRESERVATION ZONES:** "Tree Preservation Zones" shall apply (1) for a minimum distance of 100 feet from the right-of-way of Central College Road and Jug Street in Reserve A, in areas to the south of the intersection of Jug Street and a new public street connecting it to the new subdivision, (2) within the northwest corner of the zoning district, (3) covering the tree line along the north property line of Reserve C, all as generally shown on the Preliminary Development Plan, (Reserve A, C1 and C2 as shown on Final Development Plan) and , and (4) within a distance of 30 feet from the rear property line on any lots where a minimum rear yard setback of 50 feet is required, provided as to this subsection G.(4) trees shall be preserved in accordance with the recommendations of a certified arborist and subject to staff approval. Within these areas, only the construction of roads, paths/trails/sidewalks, underground utility lines and underground storm water management infrastructure shall be permitted. Healthy mature trees and understory vegetation shall be preserved within these areas unless they conflict with the installation of permitted utility or storm water infrastructure. Trees and understory vegetation within the tree preservation zone plan may be trimmed, cut, or removed if they are diseased, dead, or of a noxious species or if they present a threat of danger to persons or property. When trees are removed from the Tree Preservation Zones due to utility installation, reasonable efforts shall be made to plant new trees in areas within or outside of (but near to) the Tree Preservation Zone in order to provide buffering from adjacent parcels outside of this zoning district. The number, species, and locations of new trees shall be reviewed by the Planning Commission as part of a final development plan and confirmed with a landscape plan provided with final engineering. Trees shall not be required to be planted in easements and/or locations that may harm the health of preserved trees or unreasonably encroach into the rear yards of lots.

**NOTE "L":** No vehicular access to be in effect until such time as the public street right-of-way is extended and dedicated by plat or deed.



Line Type Legend	
	Existing Property Line
	Existing R/W Line
	Existing R/W Centerline
	Existing Easement Line
	Subdivision Boundary Line
	Lot Line
	R/W Line
	R/W Centerline
	Easement Line
	Tree Preservation Zone Line

Legend	
B.L.	= Building Line
D.E.	= Drainage Easement
Esmt	= Easement
S.E.	= Sidewalk Easement
T.P.Z.	= Tree Preservation Zone
See Note "K"	
①	Existing 10' D.E. P.B. _____ P. _____
②	Existing 14' Esmt P.B. _____ P. _____
③	Existing Esmt P.B. _____ P. _____

**\*\* = RESERVE "K"**  
0.138 Ac.  
See Note "J"

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	24°59'27"	200.00'	87.23'	S 74°05'44" E	86.54'
C2	2°38'29"	200.00'	9.22'	N 62°55'15" W	9.22'
C3	22°20'58"	200.00'	78.01'	N 75°24'58" W	77.52'
C4	24°59'27"	200.00'	87.23'	N 74°05'44" W	86.54'
C5	6°38'08"	200.00'	23.16'	N 00°05'28" E	23.15'
C6	6°38'08"	225.00'	26.06'	N 00°05'28" E	26.04'
C7	90°00'00"	20.00'	31.42'	N 41°35'28" W	28.28'
C8	90°00'00"	20.00'	31.42'	S 48°24'32" W	28.28'
C9	22°20'58"	200.00'	78.01'	S 14°35'02" W	77.52'
C10	2°30'50"	225.00'	9.87'	S 85°20'03" E	9.87'
C11	13°58'37"	225.00'	54.89'	S 77°05'20" E	54.75'
C12	8°30'01"	225.00'	33.38'	S 65°51'01" E	33.35'
C13	104°15'22"	20.00'	36.39'	S 66°16'19" W	31.58'
C14	10°44'05"	175.00'	32.79'	S 08°46'35" W	32.74'
C15	90°00'00"	20.00'	31.42'	N 41°35'28" W	28.28'
C16	90°00'00"	30.00'	47.12'	N 41°35'28" W	42.43'
C17	14°07'01"	225.00'	55.44'	S 10°28'03" W	55.30'
C18	97°40'18"	20.00'	34.09'	N 31°18'36" W	30.11'
C19	6°26'42"	175.00'	19.69'	N 83°22'06" W	19.68'
C20	24°59'27"	225.00'	98.14'	N 74°05'44" W	97.36'
C21	24°59'27"	175.00'	76.33'	S 74°05'44" E	75.73'
C22	90°00'00"	20.00'	31.42'	N 48°24'32" E	28.28'
C23	90°00'00"	20.00'	31.42'	S 41°35'28" E	28.28'
C24	90°00'00"	20.00'	31.42'	S 48°24'32" W	28.28'
C25	90°00'00"	8.50'	13.35'	N 41°35'28" W	12.02'
C26	102°11'05"	8.50'	15.16'	S 64°42'46" W	13.23'
C27	97°50'50"	8.50'	14.52'	N 28°21'12" W	12.82'
C28	8°43'34"	170.50'	25.97'	N 82°13'40" W	25.94'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N25°45'31"E	15.85'
L2	N61°36'00"W	53.38'
L3	S67°18'11"E	165.78'
L4	S85°02'24"E	151.81'
L5	S86°39'09"E	146.70'
L6	S10°54'15"E	95.68'
L7	S10°09'11"W	50.03'
L8	S64°19'24"E	84.11'
L9	S25°40'36"W	20.00'
L10	N64°19'24"W	81.76'
L11	S42°21'15"W	81.84'
L12	S29°26'20"E	130.90'
L13	S67°06'32"W	66.44'
L14	N86°35'28"W	291.32'
L15	S86°35'28"E	1.95'
L16	S03°24'32"W	1.00'
L17	N28°24'00"E	2.83'
L18	S61°36'00"E	0.95'
L19	N33°36'29"E	13.44'
L20	N00°40'57"W	14.53'
L21	N78°52'23"W	1.40'
L22	N11°07'37"E	3.58'
L23	N03°24'32"E	4.50'





**Planning Commission Staff Report  
October 16, 2023 Meeting**

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**COURTYARDS AT HAINES CREEK SUBDIVISION  
PHASE 3 PRELIMINARY AND FINAL PLAT**

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LOCATION:	Generally located at the northwest corner of the intersection at Central College Road and Jug Street Rd NW (PIDs: 222-005156, 222-005157, 222-005158, 222-005159).
APPLICANT:	EC New Vision Ohio LLC, c/o Aaron L. Underhill, Esq.
REQUEST:	Preliminary and Final Plat
ZONING:	Courtyards at Haines Creek I-PUD Zoning District
STRATEGIC PLAN:	Residential District
APPLICATION:	FPL-92-2023

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Review based on: Application materials received September 15, 2023 and October 2, 2023.

*Staff report completed by Chelsea Nichols, Planner.*

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**I. REQUEST AND BACKGROUND**

This final plat application is for phase 3 of the Courtyards at Haines Creek subdivision. This phase includes 49 residential lots, three reserves (C2, D, and E), and four new public streets on 15.428 acres.

The Planning Commission reviewed the zoning change and preliminary development plan for the property on June 20, 2023 (ZC-07-2023) and the zoning change was adopted by city council on July 18, 2023 (O-84-2023).

There is a related final development plan application on the October 16<sup>th</sup> Planning Commission agenda. This application is reviewed under a separate staff report (FDP-87-2023).

**II. SITE DESCRIPTION & USE**

The 63.5+/- acre subdivision is located in Franklin County. The site is generally located at the northwest corner of the intersection at Central College Road and Jug Street Rd NW. The site is located immediately west of the Licking County line and immediately, north of Agricultural zoned and residentially used properties, and there are unincorporated residentially zoned and used properties to the west and north of the site.

**III. PLAN REVIEW**

The Planning Commission's review authority of the final plat is found under C.O. Section 1187. Upon review of the final plat, the Commission is to make a recommendation to the City Council. The staff's review is based on New Albany plans and studies, zoning text, and zoning regulations.

Residential Lots

- At the Parks and Trails Advisory Board meeting on Monday, October 2, 2023, the applicant verbally committed to sliding lots 152-155 west to allow access at the northeast corner. The Planning Commission will evaluate the lot location as part of the Final Development Plan application. Staff recommends a condition of approval that the lots on this plat match the lots on the final development plan.

- The final plat is consistent with the proposed Courtyards at Haines Creek final development plan. The plat shows 49 residential lots. The proposed lot layout and dimensions match what is shown on the final development plan and meet the requirements of the zoning text.
  - The final plat appropriately shows the lot widths to be at least 52 feet, as required by zoning text section VI(D).
  - The final plat appropriately shows the lot depths to be at least 115 feet, as required by zoning text section VI(E).
  - The final plat appropriately shows the front yard setbacks to be 20 feet, as required by the zoning text section VI(F)(2):

#### Streets

- The plat creates four (4) new publicly dedicated streets totaling 1.298+/- acres. All of the new streets meet the right-of-way requirements in the zoning text:
  - Haines Creek Drive, with 60 feet of right-of-way.
  - Heidelberg Drive, is stubbed from this development to the west property line to provide for a future connection, with 50 feet of right-of-way.
  - Lourdes Drive, with 50 feet of right-of-way.
  - Defiance Drive, with 50 feet of right-of-way.
- The utility easements are shown on the plat.
- Per the city's subdivision regulations, C.O. 1187.04, all new streets shall be named and shall be subject to the approval of the Planning Commission. The applicant proposes to utilize the names of private Ohio colleges as street names within the subdivision. Haines Creek Drive shares the same name as the subdivision.

#### Parkland, Open Space and Tree Preservation Areas

- This phase of the plat contains three (3) reserve areas shown as Reserves "C2", "D", and "E" on the plat with a total acreage of 8.801+/- acres.
  - According to the plat notes, the reserves shall be owned by the City of New Albany and maintained by the homeowner's association in perpetuity for the purpose of open space and/or stormwater retention.
  - The zoning text states that in the area consisting of Reserve C2, the application of fertilizer or other lawn treatment chemicals shall be prohibited. Within this area, prairie grass shall be planted and maintained and the landscape plan shall provide for the planting of additional trees to increase buffering of the site from the properties to the north. The city staff recommends a condition of approval that the plat note includes these restrictions for this area.
- Various tree preservation zones are shown on the final plat and comply with the tree preservation zone requirements of zoning text section VI(G).
- Typically, subdivision plats that include tree preservation zones, have a note that requires special markers be placed at each lot corner marking the edge of the Tree Preservation Area. The design of the markers shall be provided by the applicant and must be approved by the city. These markers must be installed prior to any infrastructure acceptance by the city. Historically, the signs are installed on every-other lot line so that there is one sign for each lot. Staff recommends a condition of approval that this note be added to the plat, that the developer supply the signs, the design be subject to staff approval and the markers are installed by the developer prior to any infrastructure acceptance by the city.
- C.O. 1187.04(d)(4) and (5) requires verification that an application, if required, has been submitted to the Ohio Environmental Protection Agency in compliance with Section 401 of the Clean Water Act and to the U.S. Army Corps of Engineers in compliance with Section 404 of the Clean Water Act. The applicant states that a delineation report is currently under review with the U.S. Army Corps of Engineers; however, the permits have not yet been issued. Staff requests evidence of any permits received from the Ohio Environmental Protection Agency as a condition of approval.
- The city codified ordinance 1159.11 states when a final plat is approved by Council, the owner shall file and record the same in the Office of the County Recorder within twelve (12) months



unless such time is, for good cause shown, extended by resolution of Council. If not recorded within this time, the approval of Council shall become null and void.

#### **IV. ENGINEER'S COMMENTS**

The City Engineer has reviewed the referenced plan in accordance with the engineering related requirements of Code Section 1159.07(b)(3) and provided the following comments. Staff recommends a condition of approval that these comments be addressed by the applicant, subject to staff approval.

1. Label all proposed developer easements such as water, storm and sanitary.
2. Provide more information regarding private utility easements.
3. Refer to Code Section 1187.06 (c) (1) and (2). Provide hard copy documentation indicating that all environmental permit requirements have been addressed.
4. Refer to Note I. Delete Preliminary Development plan and add Final Development Plan.

#### **V. ACTION**

##### ***Basis for Approval:***

The final plat is generally consistent with the final development plan and meets code requirements. Should the Planning Commission approve the application, the following motion would be appropriate.

##### **Suggested Motion for FPL-92-2023:**

Move to approve final plat application FPL-92-2023 with the following conditions:

1. That the lots on this plat match the lots on the final development plan.
2. The zoning text states that in the area consisting of Reserve C1, the application of fertilizer or other lawn treatment chemicals shall be prohibited. Within this area, prairie grass shall be planted and maintained and the landscape plan shall provide for the planting of additional trees to increase buffering of the site from the properties to the north. The plat note shall be updated to include these restrictions for this area.
3. The plat be updated to include a note for the tree preservation zone signs. The developer shall supply the signs, the design be subject to staff approval, the signs are installed on every-other lot line so that there is one sign for each lot, and the markers are installed by the developer prior to any infrastructure acceptance by the city.
4. The applicant provides evidence of any applications filed with the U.S. Army Corps of Engineers or Ohio Environmental Protection Agency, as well as any associated permits that are issued.
5. The city engineer comments are addressed, subject to staff approval.
6. Approval of the final plat is contingent upon the approval of the final development plan for this development.

**Approximate Site Location:**



Source: ArcGIS



To: Chelsea Nichols  
City Planner

404.616-02  
October 3, 2023  
(Revised 10/6/23)

From: Matt Ferris, P.E., P.S.  
By: Jay M. Herskowitz, P.E., BCEE

Re: The Courtyards at Haines  
Creek Final Plat  
Phase 1, 2 and 3

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We reviewed the referenced plat in accordance with Code Section 1187.06. Our review comments are as follows:

Phase 1

1. Sheet 2 of 3: Label the width as measured from the Jug Street road centerline to the r/w line.
2. Sheet 3 of 3. Label the 100 year flood plain boundary and floodway in Reserve A.
3. Sheet 3 of 3. Refer to Note M. Delete Preliminary Development plan and add Final Development Plan.
4. Label all proposed developer easements such as water, storm and sanitary.
5. Provide more information regarding private utility easements.
6. Refer to Code Section 1187.06 (c) (1) and (2). Provide hard copy documentation indicating that all environmental permit requirements have been addressed.

Phase 2

7. Label all proposed developer easements such as water, storm and sanitary.
8. Provide more information regarding private utility easements.
9. Refer to Code Section 1187.06 (c) (1) and (2). Provide hard copy documentation indicating that all environmental permit requirements have been addressed.
10. Refer to Note J. Delete Preliminary Development plan and add Final Development Plan.

Phase 3

11. Label all proposed developer easements such as water, storm and sanitary.
12. Provide more information regarding private utility easements.

13. Refer to Code Section 1187.06 (c) (1) and (2). Provide hard copy documentation indicating that all environmental permit requirements have been addressed.
14. Refer to Note I. Delete Preliminary Development plan and add Final Development Plan.

We recommend that the applicant have all three plats reviewed by the Franklin County Engineer's office and a summary of County Engineer review comments and the applicant's comment responses be provided for our records.

MEF/JMH

cc: Josh Albright, Development Engineer  
Cara Denny, Engineering Manager



# WINDSOR SECTION 3

PLAT BOOK 108 PAGE 46

2  
3

RICHARD RAY HICKERNELL &  
SANDRA KAY HICKERNELL  
D.B. 3202, P. 535

ROBERT L. BRENNING  
I.N. 199809220240371

MARK DAVENPORT &  
REGINA DAVENPORT  
I.N. 19980810203308

RONALD E. ADAMS &  
J. HOPE ADAMS  
O.R. 535E13

JOSEPH DAUBENMIRE &  
SANDY W. DAUBENMIRE  
I.N. 200307240229532

APOLINAR JIMENEZ AND  
PATRICIA JIMENEZ  
I.N. 200509160192830

CHARLES A. PETRELLA  
O.R. 30472603

NEW ALBANY BAPTIST CHURCH  
D.B. 2802, P. 105

STATE OF OHIO  
PARCEL 13WL  
O.R. 25998D10

STATE OF OHIO  
PARCEL 13WL  
O.R. 25998D10

M/V HOMES OF CENTRAL OHIO, LLC  
I.N. 200309160295909

NOTE "A": No determination has been made by the Village of New Albany, Ohio as to whether the area proposed to be platted contains area(s) that could be classified as Wetlands by the Army Corps of Engineers. It is the developer's responsibility to determine whether Wetlands exist on the area hereby platted. The Village of New Albany, Ohio, approval of this final plat of Windsor Section 3 does not imply any approval of the site as it may pertain to Wetlands.

NOTE "B": All of the area hereby platted as Windsor Section 3 is within Zone X (area determined to be outside 500-year floodplain) as shown on Federal Emergency Management Agency Flood Insurance Rate Map for Franklin County, Ohio, approval of this final plat of Windsor Section 3 does not imply any approval of the site as it may pertain to Wetlands.

NOTE "C" - DEPRESSED DRIVEWAYS: Depressed driveways are hereby prohibited on all lots in Windsor Section 3. Nothing herein, however, shall prohibit the construction and use of, if otherwise permitted, a driveway alongside or to the rear of a residential structure.

NOTE "D": Notice is hereby given to the buyers of the lots in Windsor Section 3 that vehicular access to the lots shall be from private alleys, not public streets, with the exception of Lots 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462 and 463.

NOTE "E" - RESERVE "X" AND RESERVE "EE": Reserve "X" and Reserve "EE", as designated and delineated hereon, shall be owned and maintained by an association comprised of the owners of the fee simple titles to the lots in the Windsor subdivision(s) for the purpose of open space.

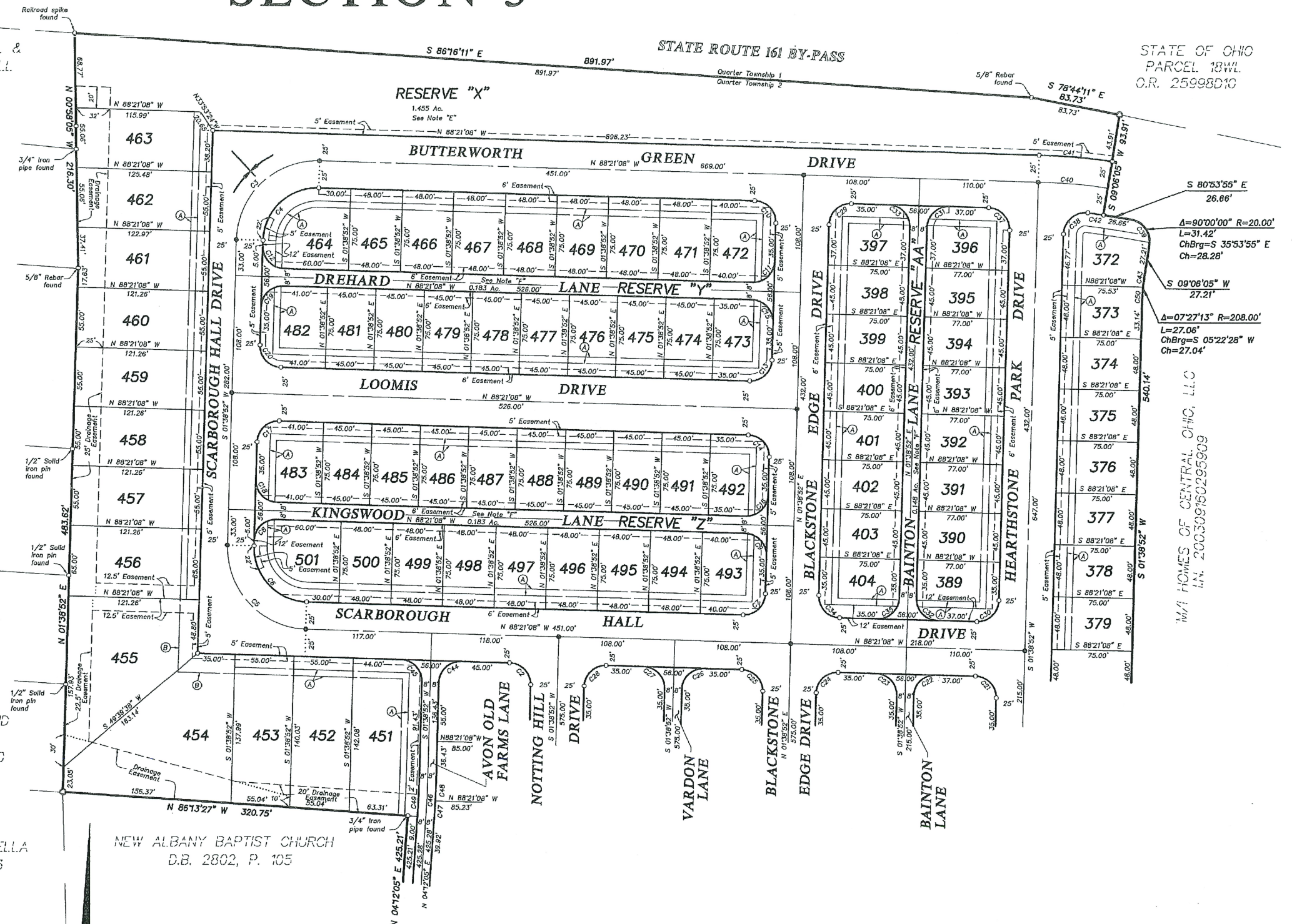
NOTE "F" - RESERVE "Y", RESERVE "Z", RESERVE "AA", RESERVE "BB", RESERVE "CC" AND RESERVE "DD": Reserve "Y", Reserve "Z", Reserve "AA", Reserve "BB", Reserve "CC" and Reserve "DD" as designated and delineated hereon, shall be owned and maintained by an association comprised of the owners of the fee simple titles to the lots in the Windsor subdivision(s) for the purpose of private alleys. Access will be provided for emergency, safety, police, fire, and postal vehicles. The Village of New Albany, Ohio, shall not be held responsible for the maintenance of the private alleys located in said reserves.

NOTE "G": As per the Village of New Albany Zoning Department, a notice is hereby given to the potential owners of the fee simple titles to the lots in Windsor Section 3 that, within that area delineated as "Reserve "C" on the subdivision plat entitled "Windsor Section 1" of record in Plat Book 104, Pages 73 to 76, both inclusive, there will be constructed retention ponds with approximate depths up to 12 feet.

NOTE "H": Stoops or porches may encroach 8 feet into the setback. If repair of waterlines in the setback causes damage to any stoop or porch encroaching the setback, the lot owner shall hold the Village of New Albany and the City of Columbus harmless from any damage caused to such stoop or porch as a result of such repair.

NOTE "I" - 12 FEET/18 FEET BUILDING LINE: Structures shall be built at either 12 feet or 18 feet offset from the street right-of-way depending upon structure type chosen and lot size.

	Village Home	Carriage Home	Town Home
Minimum Front Yard Building Setback	12 feet	12 feet	12 feet
Maximum Front Yard Building Setback	18 feet	18 feet	12 feet





# THE COURTYARDS AT HAINES CREEK

## PHASE 3

1  
2

Situated in the State of Ohio, County of Franklin, City of New Albany, and in Section 10, Township 2, Range 16, United States Military Lands, containing 15.428 acres of land, more or less, said 15.428 acres being comprised of all or part of those tracts of land conveyed to **EPCON HAINES CREEK, LLC** by deeds of record in Instrument Number \_\_\_\_\_, Recorder's Office, Franklin County, Ohio.

The undersigned, **EPCON HAINES CREEK, LLC**, an Ohio limited liability company, by **JOEL D. RHOADES**, Regional President, owner of the lands platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents its **"THE COURTYARDS AT HAINES CREEK PHASE 3"**, a subdivision containing Lots numbered 41 to 62, and 129 to 155, all inclusive, and areas designated as Reserve "C2", Reserve "D", and Reserve "E", does hereby accept this plat of same and dedicates to public use, as such, all of Defiance Drive. Haines Creek Drive, Heidelberg Drive and Lourdes Drive, shown hereon and not heretofore dedicated.

Easements are hereby reserved in, over and under areas designated on this plat as "Easement" or "Drainage Easement". Each of the aforementioned designated easements permit the construction, operation and maintenance of all public and quasi-public utilities above, beneath, and on the surface of the ground and, where necessary, for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage. Within those areas designated "Drainage Easement" on this plat, an additional easement is hereby reserved for the purpose of constructing, operating and maintaining major storm water drainage swales and/or other above ground storm water drainage facilities. No above grade structures, dams or other obstructions to the flow of storm water runoff are permitted within Drainage Easement areas as delineated on this plat unless approved by the New Albany Municipal Engineer. Improvements related to the passive park may be located within the areas containing a Drainage Easement. No building shall be constructed in any area over which easements are hereby reserved.

In Witness Whereof, **JOEL D. RHOADES**, Regional President of **EPCON HAINES CREEK, LLC**, has hereunto set his hand this \_\_\_\_ day of \_\_\_\_, 20\_\_.

Signed and Acknowledged  
In the presence of: **EPCON HAINES CREEK, LLC**

By \_\_\_\_\_  
**JOEL D. RHOADES,**  
Regional President

STATE OF OHIO  
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared **JOEL D. RHOADES**, Regional President of **EPCON HAINES CREEK, LLC**, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **EPCON HAINES CREEK, LLC**, for the uses and purposes expressed herein.

In Witness Thereof, I have hereunto set my hand and affixed my official seal this \_\_\_\_ day of \_\_\_\_, 20\_\_.

My commission expires \_\_\_\_\_  
Notary Public, \_\_\_\_\_ State of Ohio

Approved this \_\_\_\_ Day of \_\_\_\_\_  
20 \_\_\_\_ Mayor, New Albany, Ohio

Approved this \_\_\_\_ Day of \_\_\_\_\_  
20 \_\_\_\_ City Engineer, New Albany, Ohio

Approved this \_\_\_\_ Day of \_\_\_\_\_  
20 \_\_\_\_ Council Representative to Planning Commission, New Albany, Ohio

Approved this \_\_\_\_ Day of \_\_\_\_\_  
20 \_\_\_\_ Chairperson, Planning Commission, New Albany, Ohio

Approved this \_\_\_\_ Day of \_\_\_\_\_  
20 \_\_\_\_ Finance Director, New Albany, Ohio

Approved and accepted by Resolution No. \_\_\_\_\_, passed \_\_\_\_\_, 20 \_\_\_, wherein all of Defiance Drive, Haines Creek Drive, Heidelberg Drive and Lourdes Drive, shown dedicated hereon are accepted, as such, by the Council for the City of New Albany, Ohio.

Transferred this \_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_ Auditor, Franklin County, Ohio

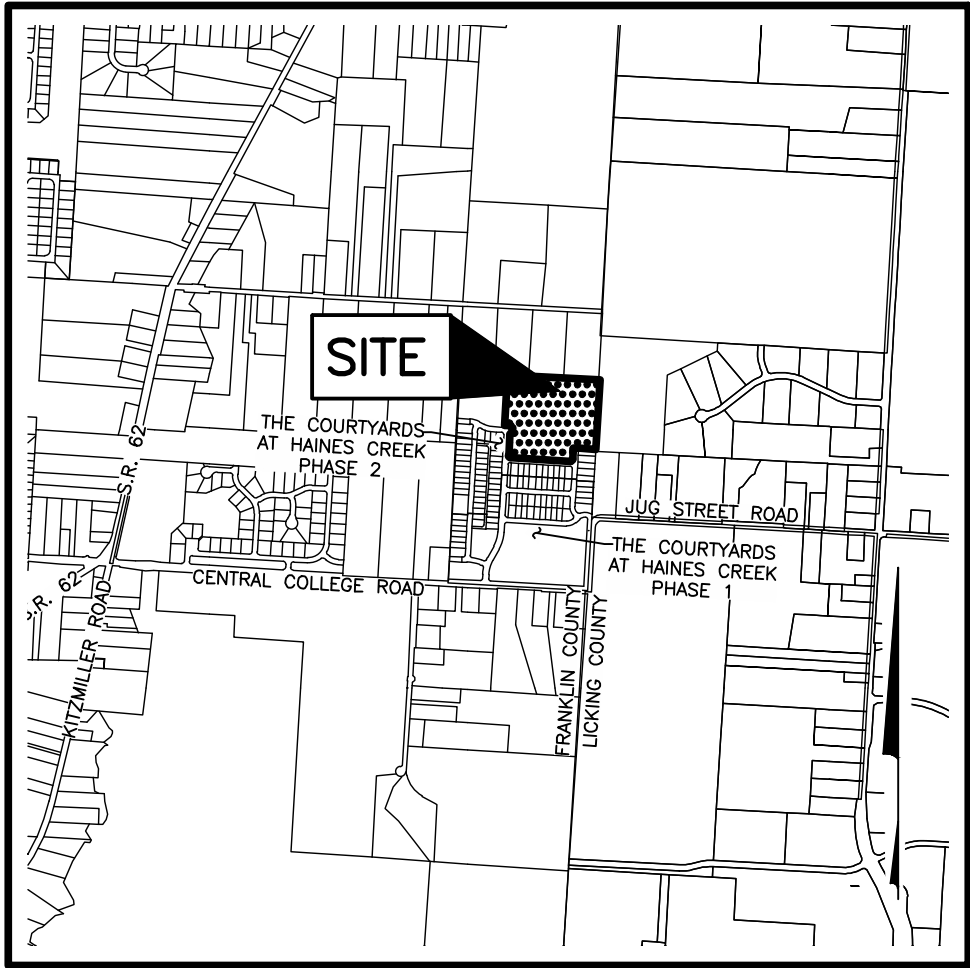
Deputy Auditor, Franklin County, Ohio

Filed for record this \_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_ at \_\_\_\_\_ M. Fee \$ \_\_\_\_\_ Recorder, Franklin County, Ohio

File No. \_\_\_\_\_

Recorded this \_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_ Deputy Recorder, Franklin County, Ohio

Plat Book \_\_\_\_\_, Pages \_\_\_\_\_



LOCATION MAP AND BACKGROUND DRAWING  
NOT TO SCALE

### SURVEY DATA:

**BASIS OF BEARINGS:** The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the centerline of Central College Road, having a bearing of South 86°52'49" East and monumented as shown hereon, is designated as the "basis of bearings" for this plat.

**SOURCE OF DATA:** The sources of recorded survey data referenced in the plan and text of this plat are the records of the Recorder's Office, Franklin County, Ohio.

**IRON PINS:** Iron pins, where indicated hereon, unless otherwise noted, are to be set and are iron pipes, thirteen-sixteenths inch inside diameter, thirty inches long with a plastic plug placed in the top end bearing the initials EMHT INC.

**PERMANENT MARKERS:** Permanent markers, where indicated hereon, are to be one-inch diameter, thirty-inch long, solid iron pins, are to be set to monument the points indicated and are to be set with the top end flush with the surface of the ground and then capped with an aluminum cap stamped EMHT INC. Once installed, the top of the cap shall be marked (punched) to record the actual location of the point. These markers shall be set following the completion of the construction/installation of the street pavement and utilities and prior to the City of New Albany, Ohio's acceptance of these infrastructure improvements. The New Albany, Ohio, Municipal Engineer shall be notified in writing when the markers are in place.

SURVEYED & PLATTED  
BY



We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are in feet and decimal parts thereof.

- = Iron Pin (See Survey Data)
- = MAG Nail to be set
- = Permanent Marker (See Survey Data)

By \_\_\_\_\_ Date \_\_\_\_\_  
Professional Surveyor No. 7865



# THE COURTYARDS AT HAINES CREEK

## PHASE 3

- Legend**

**A** Δ=90°00'00" R=20.00'  
Arc=31.42'  
ChBrg=N48°24'32"E  
Ch=28.28'

**B** N03°24'32"E  
50.00'

**C** Δ=90°00'00" R=20.00'  
Arc=31.42'  
ChBrg=N41°35'28"W  
Ch=28.28'

**D** N86°35'28"W  
60.00'

B.L. = Building Line  
D.E. = Drainage Easement  
Esmt = Easement  
T.P.Z. = Tree Preservation Zone  
See Note "I"

① Existing 20' D.E.  
P.B. \_\_\_\_\_, P. \_\_\_\_\_

② Existing D.E.  
P.B. \_\_\_\_\_, P. \_\_\_\_\_

③ Existing 15' Esmt  
P.B. \_\_\_\_\_, P. \_\_\_\_\_

④ Existing 28' Esmt  
P.B. \_\_\_\_\_, P. \_\_\_\_\_

⑤ Existing Esmt  
P.B. \_\_\_\_\_, P. \_\_\_\_\_
- \*\* = RESERVE "E"**  
0.150 Ac.  
See Note "H"

**\*\*\* = RESERVE "D"**  
0.149 Ac.  
See Note "H"

Line Type Legend	
_____	Existing Property Line
_____	Existing R/W Line
_____	Existing R/W Centerline
_____	Existing Easement Line
_____	Subdivision Boundary Line
_____	Lot Line
_____	R/W Line
_____	R/W Centerline
_____	Easement Line
_____	Tree Preservation Zone Line

**NOTE "A":** No determination has been made by the City of New Albany, Ohio as to whether the area proposed to be platted contains areas that could be classified as wetlands by the Army Corps of Engineers. It is the developer's responsibility to determine whether wetlands exist on the area hereby platted. The City of New Albany, Ohio approval of this plat of "The Courtyards at Haines Creek Phase 3" does not imply any approval of the site as it may pertain to wetlands.

**NOTE "B":** At the time of platting, the land being platted as The Courtyards at Haines Creek Phase 3 is in Zone X (areas determined to be outside of the 0.2% annual chance floodplain), as said Zone is designated and delineated on the FEMA Flood insurance rate map for Franklin County Unincorporated areas map number 39049C0207K, with effective date of June 17, 2008.

**NOTE "C" - AGRICULTURAL RECOUPMENT:** Grantor, being the duly authorized representative of the developer dedicating the property described in this plat, hereby agrees to indemnify the City of New Albany for, and hold it harmless from, any agricultural recoupments assessed or levied in the future against the property dedicated herein, which result from grantor's conversion of the property from agricultural use.

**NOTE "D" - ACREAGE BREAKDOWN:**

Total acreage:	15.428 Ac.
Acreage in rights-of-way:	1.298 Ac.
Acreage in Reserves:	8.801 Ac.
Acreage in remaining lots:	5.329 Ac.

**NOTE "E" - ACREAGE BREAKDOWN:** The Courtyards at Haines Creek Phase 3 is out of the following Franklin County Parcel Numbers:

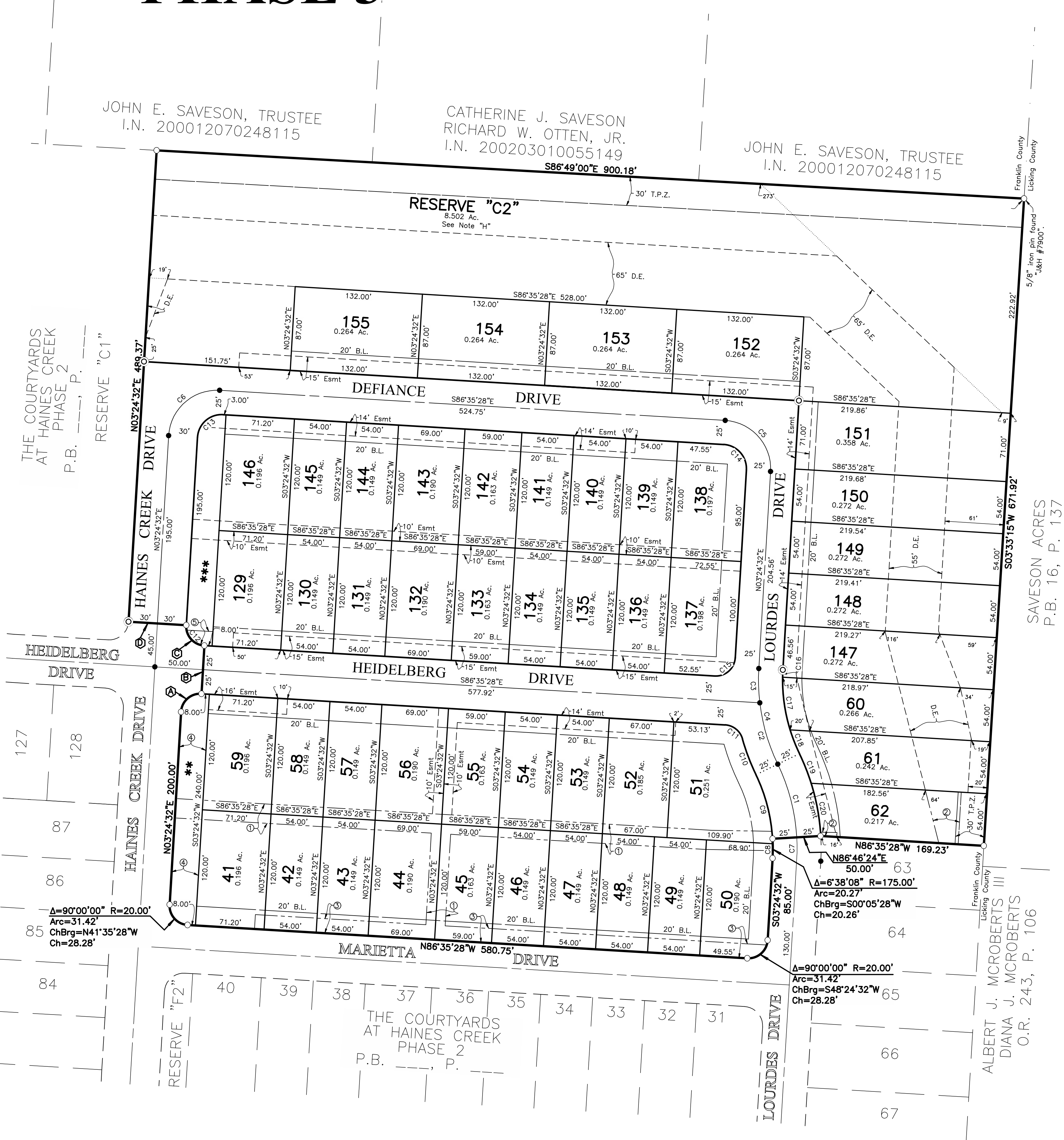
222-005158	13.329 Ac.
222-005159	2.099 Ac.

**NOTE "F" - DEPRESSED DRIVEWAYS:** Depressed driveways are hereby prohibited on all lots in The Courtyards at Haines Creek Phase 3. Nothing herein, however, shall prohibit the construction and use of a driveway alongside or to the rear of a residential structure if otherwise permitted by the City of New Albany.

**NOTE "G":** At the time of platting, electric, cable, and telephone service providers have not issued information required so that easement areas, in addition to those shown on this plat as deemed necessary by these providers for the installation and maintenance of all of their main line facilities, could conveniently be shown on this plat. Existing recorded easement information about The Courtyards at Haines Creek Phase 3 or any part thereof can be acquired by a competent examination of the then current public records, including those in the Recorder's Office, Franklin County, Ohio.

**NOTE "H" - RESERVES "C2", "D", AND "E":** Reserves "C2", "D", and "E", as designated and delineated hereon, shall be owned by the City of New Albany and maintained by an association comprised of the owners of the fee simple titles to the lots in the The Courtyards at Haines Creek subdivisions in perpetuity for the purpose of open space and/or stormwater retention.

**NOTE "I" - TREE PRESERVATION ZONES:** "Tree Preservation Zones" shall apply (1) for a minimum distance of 100 feet from the right-of-way of Central College Road and Jug Street in Reserve A, in areas to the south of the intersection of Jug Street and a new public street connecting it to the new subdivision, (2) within the northwest corner of the zoning district, (3) covering the tree line along the north property line of Reserves C, all as generally shown on the Preliminary Development Plan, (Reserves A, C1 and C2 as shown on the Final Development Plan) and , and (4) within a distance of 30 feet from the rear property line on any lots where a minimum rear yard setback of 50 feet is required, provided as to this subsection G.(4) trees shall be preserved in accordance with the recommendations of a certified arborist and subject to staff approval. Within these areas, only the construction of roads, paths/trails/sidewalks, underground utility lines and underground storm water management infrastructure shall be permitted. Healthy mature trees and understory vegetation shall be preserved within these areas unless they conflict with the installation of permitted utility or storm water infrastructure. Trees and understory vegetation within the tree preservation zone plan may be trimmed, cut, or removed if they are diseased, dead, or of a noxious species or if they present a threat of danger to persons or property. When trees are removed from the Tree Preservation Zones due to utility installation, reasonable efforts shall be made to plant new trees in areas within or outside of (but near to) the Tree Preservation Zone in order to provide buffering from adjacent parcels outside of this zoning district. The number, species, and locations of new trees shall be reviewed by the Planning Commission as part of a final development plan and confirmed with a landscape plan provided with final engineering. Trees shall not be required to be planted in easements and/or locations that may harm the health of preserved trees or unreasonably encroach into the rear yards of lots.



CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	22°36'48"	200.00'	78.94'	N 14°32'00" W	78.42'
C2	19°02'29"	200.00'	66.47'	S 16°19'10" E	66.16'
C3	10°12'27"	200.00'	35.63'	S 01°41'41" E	35.58'
C4	29°14'57"	200.00'	102.10'	S 11°12'56" E	100.99'
C5	90°00'00"	50.00'	78.54'	N 41°35'28" W	70.71'
C6	90°00'00"	50.00'	78.54'	S 48°24'32" W	70.71'
C7	6°38'08"	200.00'	23.16'	N 00°05'28" E	23.15'
C8	4°55'02"	175.00'	15.02'	N 00°57'02" E	15.01'
C9	24°19'55"	175.00'	74.32'	N 13°40'27" W	73.76'
C10	10°04'52"	225.00'	39.59'	S 20°47'58" E	39.54'
C11	70°49'55"	20.00'	24.73'	N 51°10'30" W	23.18'
C12	90°00'00"	20.00'	31.42'	S 41°35'28" E	28.28'
C13	90°00'00"	25.00'	39.27'	S 48°24'32" W	35.36'
C14	90°00'00"	25.00'	39.27'	N 41°35'28" W	35.36'
C15	90°00'00"	20.00'	31.42'	N 48°24'32" E	28.28'
C16	2°26'16"	175.00'	7.45'	S 02°11'25" W	7.44'
C17	18°07'02"	175.00'	55.34'	S 08°05'14" E	55.11'
C18	8°41'39"	175.00'	26.56'	S 21°29'35" E	26.53'
C19	8°25'18"	225.00'	33.07'	N 21°37'45" W	33.04'
C20	14°11'31"	225.00'	55.73'	N 10°19'21" W	55.59'

I:\20230518\DWG\COURTARDS\PLAT 202305078-VS-PLAT-mcs.DWG plotted by JASTON, JOHN on 9/25/2023 2:01:32 PM last saved by JASTON, JOHN on 9/14/2023 11:09:31 AM  
Note: 20230518-VS-PLAT-mcs.DWG & 20230518-VS-PLAT-mcs.DWG & HAINES TREE PRESERVATION AREA LAYOUT.DWG



**Planning Commission Staff Report  
October 16, 2023 Meeting**

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**JUG STREET SOUTH EXPANSION ZONING DISTRICT  
ZONING AMENDMENT**

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LOCATION: 2650 Harrison Road (PIDs: 037-112110-00.000, 037-111930-00.000, 037-112044-00.001, 037-112044-00.003, 037-112044-01.000, 037-112044-03.000, 037-112044-02.000, 037-112044-00.002, 037-112044-00.009, 037-112044-00.004, 037-112044-00.005, 037-112044-00.000, 037-112044-00.008, 037-112044-00.007, 037-112044-00.005, 037-112050-00.001)

APPLICANT: Jackson B. Reynolds, III

REQUEST: Zoning Amendment

ZONING: AG Agricultural to L-GE Limited General Employment

STRATEGIC PLAN: Employment Center

APPLICATION: ZC-90-2023

Review based on: Application materials received September 15, 2023 and October 6, 2023.

*Staff report completed by Chelsea Nichols, Planner.*

**I. REQUEST AND BACKGROUND**

The applicant requests a review and recommendation to rezone approximately 84.736 acres. The request creates a new limitation text for the area known as the “Jug Street South Expansion Zoning District” by zoning the area to Limited General Employment (L-GE). The proposed rezoning expands the New Albany International Business Park.

The zoning district meets the recommended use and development standards found in the Engage New Albany strategic plan Northeast Area addendum Employment Center land use category. The text contains the same list of permitted, conditional, and prohibited uses as other similar zoning districts that are also zoned Limited General Employment (L-GE). This rezoning extends the same or similar zoning and development standards to this property as currently apply to its neighboring commercially zoned property in the general vicinity.

**II. SITE DESCRIPTION & USE**

The overall site consists of 16 parcels and is located within Licking County. The site is located at the southwest corner of Jug Street St Rd SW and Harrison Rd NW. The subject parcels are currently being annexed into the city. The annexation petitions were submitted on June 23, 2023 and was heard for first and record readings at city council on September 5, 2023 and September 19, 2023. The 30-day referendum period expires on October 19, 2023.

There are no residentially zoned or used properties adjacent to this zoning district. The site is comprised of residential homes. The neighboring uses and zoning districts include L-GE and Technology Manufacturing District. The immediate neighboring zoning districts include the Harrison East L-GE zoning district to the east, the Harrison West and Business Park East Innovation L-GE zoning districts to the south, the Jug Street South L-GE zoning district to the west, the Jug Street North L-GE zoning district to the north, and the Technology Manufacturing zoning district to the northeast.



### III. PLAN REVIEW

Planning Commission's review authority of the zoning amendment application is found under C.O. Chapters 1107.02 and 1159.09. Upon review of the proposed amendment to the zoning map, the Commission is to make recommendation to City Council. The property owners within 200 feet of the property in question have been notified.

Staff's review is based on city plans and studies, proposed zoning text, and the codified ordinances. Primary concerns and issues have been indicated below, with needed action or recommended action in underlined text.

Per Codified Ordinance Chapter 1111.06 in deciding on the change, the Planning Commission shall consider, among other things, the following elements of the case:

- (a) Adjacent land use.
- (b) The relationship of topography to the use intended or to its implications.
- (c) Access, traffic flow.
- (d) Adjacent zoning.
- (e) The correctness of the application for the type of change requested.
- (f) The relationship of the use requested to the public health, safety, or general welfare.
- (g) The relationship of the area requested to the area to be used.
- (h) The impact of the proposed use on the local school district(s).

#### A. New Albany Strategic Plan

The zoning district is located within the 2018 Western Licking County Accord's Office/Warehouse future land use district. The subject parcels are also located within the New Albany Planning Area. The 2022 Engage New Albany strategic plan lists the following development standards for the Employment Center future land use district:

1. No freeway / pole signs are allowed.
2. Heavy landscaping is necessary to buffer these uses from adjacent residential areas.
3. Plan office buildings within context of the area, not just the site, including building heights within development parcels.
4. Sites with multiple buildings should be well organized and clustered if possible.
5. All office developments are encouraged to employ shared parking or be designed to accommodate it.
6. All office developments should plan for regional stormwater management.
7. All associated mechanical operations should be concealed from the public right-of-way and screened architecturally or with landscape in an appealing manner.
8. Any periphery security should integrate with the existing landscape and maintain and enhance the character of road corridor.
9. Combined curb cuts and cross-access easements are encouraged.
10. The use of materials, colors, and texture to break up large-scale facades is required.

#### B. Use, Site and Layout

1. The proposed zoning text is a limitation text. A limitation text can only establish more restrictive requirements than the zoning code.
2. The applicant proposes the same development standards from nearby L-GE zoning districts within the New Albany International Business Park. Due to the proximity of this site to the State Route 161 interchange and its location adjacent to commercially zoned and used land in the existing Licking County business park, the site appears to be most appropriate for commercial development.
3. This district has the same list of permitted, conditional, and prohibited General Employment uses as the neighboring L-GE zoning districts.
  - The limitation text allows for general office activities, data centers, warehouse & distribution, and research & production uses. Personal service and retail product sales and services are only allowed as accessory uses to a permitted use in this zoning district.

- Conditional uses industrial manufacturing and assembly, car fleet/truck fleet parking, and limited educational institutions.
  - Prohibited uses include industrial product sales and services, mini-warehouses, off-premises signs, vehicle services, radio/television broadcast facilities, and sexually oriented business.
4. The text establishes the following setbacks which are consistent with surrounding zoning districts where L-GE uses are also permitted:

<b>Perimeter Boundary</b>	<b>Pavement Setback</b>	<b>Building Setback</b>
Jug Street (Northern)	50 feet	100 feet
Harrison Road (Eastern)	50 feet	50 feet
Perimeter Boundaries (Western and Southern)	25 feet	25 feet
Southern Boundary	25 feet	25 feet
Other Public Rights-of-Way	25 feet	50 feet

- There are no residentially owned and used properties along the boundaries of this zoning district.
5. The text contains the same provision for elimination of setbacks for building and pavement when this zoning district and any adjacent parcel located outside of this zoning district come under common ownership, are zoned to allow compatible non-residential uses, and are combined into a single parcel.

### **C. Access, Loading, Parking**

1. The zoning text states that the number, locations and spacing of curb cuts along public rights-of-way shall be determined and approved at the time that a certificate of appropriateness is issued for a project in this zoning district.
2. The proposed text requires 30 feet of right-of-way to be dedicated along Jug Street and 40 feet of right-of-way to be dedicated along Harrison Road, which is consistent with the surrounding zoning districts.
3. In addition to right-of-way amounts, the city staff is recommending a condition of approval that the text be revised to require the property owner to grant easements adjacent to the right-of-way in order to install and maintain streetscape improvements and/or utilities. The proposed right-of-way widths and easement requirements are sufficient to accommodate the city street capital improvement projects.
4. Parking is required be provided per code requirements (Chapter 1167) and will be evaluated at the time of development of the site.
5. The text requires an 8-foot-wide leisure trail to be installed along Jug Street and Harrison Road frontage of the site.

### **D. Architectural Standards**

1. The proposed rezoning implements many of the same standards and limitations set forth in the New Albany Architectural Design Guidelines and Requirements (Chapter 1157).
2. The zoning text section IV.A. permits 85-foot-tall buildings, subject to Section 1165.03 of the Codified Ordinances. The General Employment district does not typically have a height limitation. However, there are other L-GE districts that do implement a height restriction usually allowing up to 85-foot tall buildings. There are some L-GE districts that require a height maximum of 65 feet when adjacent to residential uses. In this case, there are no residentially owned and used properties along the boundaries of this zoning district.
3. The City's Design Guidelines and Requirements do not provide architectural standards for warehouse and distribution type facilities. Due to the inherent size and nature of these facilities careful attention must be paid to their design to ensure they are appropriately integrated into the rest of the business park. This limitation text contains specific design requirements for uses not governed by the DGRs as those in other subareas of the Licking County business park, which ensures the quality design of these buildings throughout this portion of the business park.



4. Section IV.E.6 of the zoning text requires complete screening of all roof-mounted equipment on all four sides of the building using materials that are consistent and harmonious with the building's façade and character. The text indicates that the screening is provided to screen equipment from off-site view but also to buffer sound generated by the equipment.
5. The city staff recommends a condition of approval that the zoning text be updated to require building color palettes be as simple and unobtrusive as possible and that buildings shall avoid overly bright or jarring colors. The addition of this language will ensure constancy within the business park as this language has been established for surrounding zoning districts where L-GE uses are also permitted.

#### **E. Parkland, Buffering, Landscaping, Open Space, Screening**

1. Maximum lot coverage for this zoning district is 75%. This matches the surrounding zoning districts.
2. The proposed zoning text contains the same tree preservation language as the neighboring approved L-GE zoning texts. The text states that the developer of the property shall make a reasonable effort to preserve existing trees to provide a buffer from the public streets. Additionally, the text states that if reasonable efforts cannot be made to preserve existing trees, an additional 1 tree per 25 feet of road frontage must be provided in addition to the required street trees.
3. Beech Road North Landscape Plan: Landscaping for the Jug Street right of way shall adhere the guidelines found in the Beech Road North Landscape Plan as adopted by the City of New Albany. The city staff recommends a condition of approval that the text be updated to require the landscape standards in the plan to apply to both Jug Street and Harrison Road.
4. A street tree row shall be established along Jug Street and Harrison Road and shall contain one (1) tree for every thirty (30) feet of road frontage. Trees may be grouped or regularly spaced. Street trees shall be located within the right-of-way. Minimum street tree size at installation shall be three (3) caliper inches. This requirement may be waived in areas where existing vegetation occurs, subject to approval of the City Landscape Architect.
5. Minimum On-Site Tree Sizes: Unless otherwise set forth herein, minimum tree size at installation shall be no less than two and one half (2 ½) inches in caliper for shade trees, six (6) feet in height for evergreen trees, two (2) inches in caliper for ornamental trees, and thirty (30) inches in height for shrubs. Caliper shall be measured six (6) inches above grade.
6. The zoning text states the standard New Albany white four-board horse fence may (but shall not be required to) be provided within the public right-of-way. However, all of the neighboring site have the white horse fence. The city staff recommends a condition of approval that the text be revised to require the white four-board horse fence.
7. The zoning text states all security fencing shall be coordinated and consistent between sites. All security fencing shall be black decorative Ameristar fencing or black vinyl coated chain link fencing. The city staff recommends a condition of approval that the zoning text be revised to include "or similar subject to review and approval of the city landscape architect." The addition of this language will ensure constancy within the business park as this language has been established for surrounding zoning districts where L-GE uses are also permitted.
8. Utilities: The zoning text states that all new utilities installed solely to serve this zoning district shall be installed underground. The city staff recommends a condition of approval that the zoning text be updated to require an exception for transmission lines for electric. The addition of this language will ensure constancy within the business park as this language has been established for surrounding zoning districts where L-GE uses are also permitted.

#### **F. Lighting & Signage**

1. All signage shall conform to the standards set forth in Codified Ordinance Section 1169.
2. All lighting shall be cut-off type fixtures and down cast to minimize light spilling beyond the boundaries of the site. The maximum height is 30 feet.
3. The zoning text requires landscape lighting details to be included in the landscape plan which is subject to review and approval by the City Landscape Architect.

#### **IV. ENGINEER'S COMMENTS**

The City Engineer has reviewed the referenced plan in accordance with the engineering related requirements of Code Section 1159.07(b)(3) and have no comments.

#### **V. SUMMARY**

The limitation text provides for stricter limitations in use and design than the straight General Employment zoning districts and retains many of the requirements found in adjacent existing zoning texts. Due to the proximity of this site to the State Route 161 interchange and its location adjacent to commercially zoned land in the existing New Albany Business Park, the site appears to be most appropriate for commercial development.

It appears that the proposed zoning text meets or exceeds a majority of the development standards found in both the Western Licking County Accord Plan and the Engage New Albany Strategic Plan.

1. The rezoning results in a more comprehensive planned redevelopment of the area and will ensure compatibility between uses (1111.06(a)).
2. The L-GE rezoning application is an appropriate application for the request (1111.06(e)).
3. The overall effect of the development advances and benefits the general welfare of the community (1111.06(f)).
4. The proposed rezoning allows for the development of businesses that generate revenue for the school district while eliminating residential units having a positive impact on the school district (1111.06(h)).

#### **VI. ACTION**

##### **Suggested Motion for ZC-90-2023:**

Should the Planning Commission find that the application has sufficient basis for approval, the following motion would be appropriate:

##### **Move to recommend approval to city council of application ZC-90-2023, based on the findings in the staff report, with the following conditions:**

1. The zoning text be revised to require the property owner to grant easements adjacent to the right-of-way in order to install and maintain streetscape improvements and/or utilities. The proposed right-of-way widths and easement requirements are to be sufficient to accommodate the city street capital improvement projects;
2. The zoning text be revised to require building color palettes be as simple and unobtrusive as possible and that buildings shall avoid overly bright or jarring colors;
3. The zoning text be revised to require the Beech Road North Landscape Plan apply to both Jug Street and Harrison Road;
4. The zoning text be revised to state that a standard New Albany white four-board horse fence shall be required to be provided within the public right-of-way;
5. The zoning text be revised to state all security fencing shall be black decorative Ameristar fencing or black vinyl coated chain link fencing, or similar subject to review and approval of the city landscape architect; and
6. The zoning text be revised to state all new utilities, with the exception of transmission line for electric, installed solely to serve this zoning district shall be installed underground.



**Approximate Site Location:**



Source: Nearmap

Permit # \_\_\_\_\_  
Board \_\_\_\_\_  
Mtg. Date \_\_\_\_\_



### Community Development Planning Application

Project Information	Site Address <u>2650 Harrison Road</u>																																																																								
	Parcel Numbers <u>See attached sheet</u>																																																																								
	Acres <u>84.736 +/-</u> # of lots created <u>One (1)</u>																																																																								
Project Information	<table border="1"><thead><tr><th>Choose Application Type</th><th colspan="5">Circle all Details that Apply</th></tr></thead><tbody><tr><td><input type="checkbox"/> Appeal</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td><input type="checkbox"/> Certificate of Appropriateness</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td><input type="checkbox"/> Conditional Use</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td><input type="checkbox"/> Development Plan</td><td>Preliminary</td><td>Final</td><td>Comprehensive</td><td colspan="2">Amendment</td></tr><tr><td><input type="checkbox"/> Plat</td><td>Preliminary</td><td>Final</td><td></td><td colspan="2"></td></tr><tr><td><input type="checkbox"/> Lot Changes</td><td>Combination</td><td>Split</td><td>Adjustment</td><td colspan="2"></td></tr><tr><td><input type="checkbox"/> Minor Commercial Subdivision</td><td></td><td></td><td></td><td colspan="2"></td></tr><tr><td><input type="checkbox"/> Vacation</td><td>Easement</td><td></td><td>Street</td><td colspan="2"></td></tr><tr><td><input type="checkbox"/> Variance</td><td></td><td></td><td></td><td colspan="2"></td></tr><tr><td><input type="checkbox"/> Extension Request</td><td></td><td></td><td></td><td colspan="2"></td></tr><tr><td><input checked="" type="checkbox"/> Zoning</td><td>Amendment (rezoning)</td><td></td><td>Text Modification</td><td colspan="2"></td></tr></tbody></table>	Choose Application Type	Circle all Details that Apply					<input type="checkbox"/> Appeal						<input type="checkbox"/> Certificate of Appropriateness						<input type="checkbox"/> Conditional Use						<input type="checkbox"/> Development Plan	Preliminary	Final	Comprehensive	Amendment		<input type="checkbox"/> Plat	Preliminary	Final				<input type="checkbox"/> Lot Changes	Combination	Split	Adjustment			<input type="checkbox"/> Minor Commercial Subdivision						<input type="checkbox"/> Vacation	Easement		Street			<input type="checkbox"/> Variance						<input type="checkbox"/> Extension Request						<input checked="" type="checkbox"/> Zoning	Amendment (rezoning)		Text Modification		
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Project Information	Description of Request: <u>To rezone recently annexed property for development purposes.</u>																																																																								
Contacts	Property Owner's Name: <u>DBT DATA New Albany LLC</u>																																																																								
	Address: <u>400 7th Street, SE</u>																																																																								
Contacts	City, State, Zip: <u>Washington DC, 20003</u>																																																																								
	Phone number: <u>202-546-0640</u> Fax: _____																																																																								
Contacts	Email: <u>greg@dbtdevelopment.com</u>																																																																								
	Applicant's Name: <u>Jackson B. Reynolds, III</u>																																																																								
Contacts	Address: <u>37 W Broad St., #460</u>																																																																								
	City, State, Zip: <u>Columbus, OH 43215</u>																																																																								
Contacts	Phone number: <u>614-221-4255 x15</u> Fax: <u>614-221-4409</u>																																																																								
	Email: <u>jreynolds@smithandhale.com</u>																																																																								
Signature	Site visits to the property by City of New Albany representatives are essential to process this application. The Owner/Applicant, as signed below, hereby authorizes Village of New Albany representatives, employees and appointed and elected officials to visit, photograph and post a notice on the property described in this application. I certify that the information here within and attached to this application is true, correct and complete.																																																																								
	Signature of Owner By: <u>Gregory Baltz</u> Date: <u>9/14/23</u> Signature of Applicant: <u>Jackson B. Reynolds III</u> Date: <u>9/14/23</u>																																																																								



### Parcel Numbers

- 1) 037-112110-00.000
- 2) 037-111930-00.000
- 3) 037-112044-00.001
- 4) 037-112044-00.003
- 5) 037-112044-01.000
- 6) 037-112044-03.000
- 7) 037-112044-02.000
- 8) 037-112044-00.002
- 9) 037-112044-00.009
- 10) 037-112044-00.004
- 11) 037-112044-00.005
- 12) 037-112044-00.000
- 13) 037-112044-00.008
- 14) 037-112044-00.007
- 15) 037-112044-00.005
- 16) 037-112050-00.001

DBT-jug-harrison-parcel.lst (nct)  
9/14/23 S:Docs

Pharmavite LLC  
8531 Fallbrook Avenue  
West Hills, CA 91304

PJP Holdings LLC  
9005 Smith's Mill Road N  
New Albany, OH 43054

MBJ Holdings LLC  
8000 Walton Parkway, Suite 120  
New Albany, OH 43054

Amazon Data Services Inc.  
Property Tax  
P.O. Box 80416  
Seattle, WA 98108

Anomatic Corporation  
1650 Tamarack Road  
Newark, OH 43055

NA Innovation Partners LLC  
Two Miranova Plaza, Suite 910  
Columbus, OH 43215

Rover Development LLC  
1350 Mountain View Circle  
Azusa, CA 91702

Smith Mill Road LLC  
26455 Ruether Avenue  
Santa Clarita, CA 91350

COI New Albany 315 LLC  
4900 Main Street, Suite 400  
Kansas City, MO 64112

New Albany Data Center SPE LLC  
120 North Lasalle Street, Suite 2900  
Chicago, IL 60602

DBT-harrison-anx1.lbl (nct)  
9/14/23 S:Docs/s&hlabels/2022

60.41 acre  
Annexation



## 84.736 ACRES

Situated in the State of Ohio, County of Licking, Township of Jersey, located in Lots 17 and 18, Quarter Township 2, Township 2, Range 15, United States Military District, being all of that 3.555 acre tract conveyed to DBT-Data New Albany LLC by deed of record in Instrument Number 202301180001048, that 3.313 acre tract conveyed to DBT-Data New Albany LLC by deed of record in Instrument Number 202301180001047, that 8.075 acre tract conveyed to DBT-Data New Albany LLC by deed of record in Instrument Number 202301170001013, that 8.114 acre tract conveyed to DBT-Data New Albany LLC by deed of record in Instrument Number 202301180001082, that 8.114 acre tract conveyed to DBT-Data New Albany LLC by deed of record in Instrument Number 202301180001080, that 8.116 acre tract conveyed to DBT-Data New Albany LLC by deed of record in Instrument Number 202301180001066, those 3.000 acre and 2.376 acre tracts conveyed to DBT-Data New Albany LLC by deed of record in Instrument Number 202301180001081, that 11.884 acre tract conveyed to DBT-Data New Albany LLC by deed of record in Instrument Number 202301170001004, that 12.397 acre tract conveyed to DBT-Data New Albany LLC by deed of record in Instrument Number 202301170001008, that 3.157 acre tract conveyed to DBT-Data New Albany LLC by deed of record in Instrument Number 202301200001297, those 1.09 acre and 2.0682 acre tracts conveyed to DBT-Data New Albany LLC by deed of record in Instrument Number 202301180001108, those 1.010 acre and 5.132 acre tracts conveyed to DBT-Data New Albany LLC by deed of record in Instrument Number 202301180001079, that 1.010 acre tract conveyed to DBT-Data New Albany LLC by deed of record in Instrument Number 202301180001087, and that 2.000 acre tract conveyed to DBT-Data New Albany LLC by deed of record in Instrument Number 202301180001112, (all references refer to the record of the Recorder's Office, Licking County, Ohio) being described as follows:

Beginning, for reference, at a 5/8 inch rebar found at the original centerline intersection of Jug Street Road NW (60 feet wide) with Harrison Road NW (60 feet wide) (now destroyed by reconstruction of Jug Street Road), at the common corner of that 3.730 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 201910240023349, said 3.555 acre tract, that 104.589 acre tract conveyed to Amazon Data Services, Inc. by deed of record in Instrument Number 201911140025165 and that 5.00 acre tract conveyed to MBJ Holdings, LLC by deed of record in Instrument Number 202112010036587, being the common corner of said Farm Lot 19 and Farm Lots 14, 15, and 18 of said Quarter Township 2, said original centerline intersection being South 03° 16' 35" West, a distance of 62.26 feet from the intersection of the plan centerline of Jug Street Road NW, as defined by that Plan Set titled "Jug Street Road Improvements," dated April 14, 2022 and approved by Licking County July 28, 2022, of record in the Licking County Engineer's Office with the line common to said Farm Lots 19 and 14;

Thence South 03° 19' 26" West, with the centerline of said Harrison Road NW, the easterly line of said 3.555 acre, 3.313 acre, 8.075 acre, 8.114 acre, 8.114 acre, 8.116 acre and 3.000 acre tracts, a distance of 1898.03 feet to a magnetic nail set at the easterly common corner of said 3.000 acre tract and that 10.407 acre tract conveyed to NA Innovation Partners, LLC by deed of record in Instrument Number 202108160024588;

Thence North 86° 14' 17" West, with the line common to said 3.00 and 10.407 acre tracts, a distance of 653.56 feet to a 3/4 inch iron pin capped "VANCE #6553" found at the southerly common corner of said 3.000 acre and 2.376 acre tracts;

Thence North 86° 15' 30" West, with the line common to said 2.376 and 10.407 acre tracts, a distance of 74.54 feet to a 1/2 inch rebar found at the northeasterly corner of that 7.300 acre tract conveyed to Rover Development, LLC by deed of record in Instrument Number 201612200028461;

Thence North 85° 54' 17" West, with the line common to said 2.376 and 7.300 acre tracts, a distance of 442.57 feet to a 5/8 inch rebar capped "#7830" found in the easterly line of that 11.495 acre tract conveyed to Smith Mill Road, LLC by deed of record in Instrument Number 201502250003370;

**84.736 ACRES**

-2-

Thence North 03° 34' 06" East, with the line common to said 2.376 and 11.495 acre tracts, a distance of 200.39 feet to a 3/4 inch iron pin capped "VANCE" found in the southerly line of said 8.116 acre tract;

Thence North 85° 56' 42" West, with the line common to said 8.116 and 11.495 acre tracts, a distance of 244.30 feet to a 1/2 inch iron pin found at the southerly common corner of said 8.116 and 11.884 acre tracts;

Thence North 86° 17' 29" West, with the southerly line of said 11.884 acre and 12.397 acre tracts, the northerly line of said 11.495 acre tract, (passing a 3/4 inch iron pin found at 314.99 feet), a total distance of 626.99 feet to a 3/4 inch iron pin found at the southerly common corner of said 12.397 acre tract and at that 26.335 acre tract conveyed to Exeter 8950 Smith's Mill, L.P. by deed of record in Instrument Number 202309120016600;

Thence North 03° 20' 02" East, with the line common to said 12.397 and 26.335 acre tracts, (passing a 3/4 inch iron pin found at 1659.44 feet), a total distance of 1689.99 feet to a 5/8 inch solid iron pin 7 inches deep (now destroyed by reconstruction of Jug Street Road) found in the centerline of said Jug Street Road, being in the southerly line of that 3.730 acre tract conveyed to The City of New Albany, Ohio by deed of record in Instrument Number 201910240023349;

Thence South 86° 21' 46" East, with the centerline of said Jug Street Road NW, the northerly line of said 12.397 acre, 11.884 acre, 3.157 acre, 1.09 acre, 1.010 acre, 1.010 acre, 2.000 acre and 3.555 acre tracts, (passing a 1 inch solid iron pin in a monument box found at 1501.76 feet), a total distance of 2040.75 feet to the POINT OF BEGINNING, containing 84.736 acres, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. A bearing of North 03° 19' 26" East was held for the centerline of Harrison Road.

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

*Heather L. King* 9/13/23

Heather L. King  
Professional Surveyor Number 8307



## JUG STREET SOUTH EXPANSION ZONING DISTRICT

### LIMITATION (L-GE) TEXT

October 6, 2023

The Jug Street South Zoning District (hereinafter, the “Zoning District”) consists of approximately 84.736 acres located to the Harrison West south of and adjacent to Jug Street and west of Harrison Road. This rezoning serves to extend the same or similar zoning and development standards to property being annexed to the City as currently apply to much of the developed and undeveloped land in its general vicinity.

I. Zoning Designation: L-GE, Limited General Employment District

II. Permitted Uses: The permitted and conditional uses contained and described in the Codified Ordinances of the City of New Albany, GE, General Employment District, Sections 1153.02 and 1153.03, provided that conditional uses are approved in accordance with Chapter 1115, Conditional Uses. The following uses from these code sections shall be prohibited:

- A. Industrial product sales (See Section 1153.03(a)(1));
- B. Industrial service (See Section 1153.03(a)(2));
- C. Mini-warehouses (See Section 1153.03(a)(4)(c)). For purposes of clarification, this prohibition only applies to such facilities that are made available for rental to the general public;
- D. Personal service (See Section 1153.03(b)(2)) and retail product sales and service (See Section 1153.03(b)(3)), except that such uses shall be allowed as accessory uses to a permitted use in this Zoning District;
- E. Vehicle services (See Section 1153.03(B)(4));
- F. Radio/television broadcast facilities (See Section 1153.0(c)(1));
- G. Sexually-oriented businesses (See Section 1153.03(c)(3)); and
- H. Off-premises signs (See Section 1153.03(c)(2)).

III. Lot and Setback Commitments:

A. Lot Coverage: There shall be a maximum lot coverage in this Zoning District of 75%.

B. Setbacks:

1. Jug Street: There shall be a minimum pavement setback of 50 feet and a minimum building setback of 100 feet from the Jug Street right-of-way.

2. Harrison Road: There shall be a minimum pavement setback of 50 feet and a minimum building setback of 100 feet from the Harrison Road right-of-way.

3. Perimeter Boundaries: There shall be a minimum pavement and building setback of 25 feet from any perimeter boundary of this Zoning District that is not adjacent to a public right-of-way.

4. Elimination of Setbacks: In the event that a parcel located within this Zoning District and an adjacent parcel located within or outside of this Zoning District (i) come under common ownership or control, (ii) area zoned to allow compatible non-residential uses, and (iii) are combined into a single parcel, then any minimum building, pavement, or landscaping setbacks set forth in this text as they apply to common property lines shall no longer apply with respect to these parcels.

5. Other Public Rights-of-Way: There shall be a minimum pavement setback of 25 feet and a minimum building setback of 50 feet from the right-of-way of any other public street that is not specifically addressed in this text.

#### IV. Architectural Standards:

A. Building Height: The maximum building height for structures in this Zoning District shall be 85 feet, subject to Section 1165.03 of the Codified Ordinances.

B. Service and Loading Areas: Service areas and loading areas shall be screened in accordance with the Codified Ordinances.

#### C. Building Design:

1. Building designs shall not mix architectural elements or ornamental from different styles.
2. Buildings shall be required to employ a comparable use of materials on all elevations.
3. The number, location, spacing, and spaces of windows and door openings shall be carefully considered. Primary entrances to buildings shall be made sufficiently prominent that they can be easily identified from a distance.
4. For office buildings and complexes, achieving a human or pedestrian scale is of less concern. When achieving such a scale is desired, it may be achieved by careful attention to width of facades, size and spacing of window and door openings, and floor to floor heights on exterior walls.
5. All elevations of a building that are visible from a public right-of-way shall receive similar treatment in terms of style, materials, and design so that such elevations are not of a lesser visual character than any other.
6. Use of elements such as shutters, cupolas, dormers, and roof balustrades shall be avoided in building designs that are not based on traditional American architectural styles. Such elements may be employed only when they are common elements of a specific style, and this style shall be replicated in its entirety. When shutters are employed, even if they are non-operable, they must be sized and mounted in a way that gives the appearance of operability.
7. Elements such as meter boxes, utility conduits, roof and wall projections such as vent and exhaust piles, basement window enclosures, and trash containers shall be designed, located, or screened so as to minimize their visibility and visual impact from off-site. Solar energy systems shall be excluded from the requirements of this section.
8. Accessory or ancillary buildings, whether attached or detached, shall be similar design, materials and construction as the nearest primary structure. Fenestration themes that employ windows, panels and piers that are consistent with the architectural vocabulary of the building are encouraged. Accessory structures, generators, storage tanks, trash receptacles or any other similar improvement must be located behind a building façade that does not front on a public right-of-way.

#### D. Building Form:

1. All building elevations shall be designed to be compatible with each other and to reflect a consistent design approach.
2. Gable or hip roofs shall be avoided unless a building design replicates a traditional American architectural style that employs such roof forms. In non-stylistic contemporary designs, low or flat roofs may be employed. Roof visibility shall be minimized.

#### E. Materials:

1. Exterior building materials shall be appropriate for contemporary suburban designs and shall avoid overly reflective surfaces. Traditional materials such as, but not limited to, wood, stone, brick, and concrete shall be permitted, and contemporary materials such as, but not limited to, aluminum, metal, glass, stucco, or cementitious fiberboard (e.g., Hardie Plank or equivalent) shall be permitted on buildings not employing traditional styles.



Architectural precast concrete panels and/or poured-in-place concrete tilt-up panels shall be permitted. The use of reflective or mirrored glass shall be prohibited.

2. Prefabricated metal buildings and untreated masonry block structures are prohibited. Notwithstanding the foregoing, ancillary structures built and operated for the purposes of enclosing equipment and which are not occupied by tenants or persons on a regular basis may be constructed using pre-engineered metal.

3. Generally, the quantity of materials selected for a building shall be minimized.

4. Loading docks are not required to have the same degree of finish as a main entry unless they are visible from a public right-of-way.

5. Additional Standards for Uses Not Governed by DGRs: Buildings that are constructed to accommodate certain uses are not governed by the City's Design Guidelines and Requirements (DGRs). For example, buildings that are constructed for the operation of warehousing and/or distribution uses are not subject to the DGRs and can present challenges in meeting the community standard for architectural design. Such buildings are necessarily large and typically include long walls that together form a square or rectangular box. The goal for the development of buildings that are not subject to the DGRs is to balance the practical needs of these buildings with the desire to provide exterior designs that are attractive and complimentary to the architecture that will be found elsewhere in this Zoning District.

Architecture by its nature is a subjective medium, meaning that the adoption of strict objective standards in all instances may not provide the best means for achieving appropriate design. In recognition of this fact, the standards set forth herein provide guidelines and suggestions for designing buildings that are not subject to the DGRs in an effort to set expectations for the quality of architecture that will be expected for these structures. On the other hand, these standards are meant to allow for some flexibility to encourage innovative design provided that the spirit and intent of these provisions are met.

In conjunction with an application for a certificate of appropriateness for each building or structure in this Zoning District that is not subject to or governed by the DGRs, the applicant shall be required to submit to the City illustrations of the proposed exterior design of the building or structure for review and approval by the Design Review Committee contemplated in Section 1157.08(a)(1)(D) of the City Code. In designing such buildings, the user or applicant shall consider the following, which are intended to set a level of expectations for the quality of design.

a. Architectural design for all portions of a building or structure that are visible from a public right-of-way (excluding public rights-of-way whose primary purpose is to accommodate truck traffic or service loading areas) shall meet the community standard in terms of quality while considering the unique nature of the use(s) that will be found therein.

b. Uninterrupted blank wall facades shall be prohibited to the extent that they are visible from a public right-of-way (excluding public rights-of-way whose primary purpose is to accommodate truck traffic or service loading areas) shall meet the community standard in terms of quality while considering the unique nature of the use(s) that will be found therein.

c. The use of one or more architectural or design elements may be used to soften the aesthetics of the building, such as but not limited to canopies, porticos, overhangs, arches, outdoor patios, community spaces, or similar devices.

d. Contemporary exterior designs, while not required, shall be utilized where appropriate to enhance the aesthetics of the building and to lessen its visual impact when viewed from public rights-of-way.

6. Roof-Mounted Equipment: Complete screening of all roof-mounted equipment shall be required on all four sides of buildings with materials that are consistent and harmonious with the building's facade and character. Such screening shall be provided in order to screen the equipment from off-site view and to buffer sound generated by such equipment.

V. Access, Parking, Site Circulation, and Traffic Commitments:

A. Street Improvements: The developer shall work with the City Manager or his designee to determine the appropriate timing and phasing of street improvements at entrances from Jug Street and Harrison Road.

B. Access Points: Subject to other provisions in this text, on public rights-of-way which exist on the date of this text the number, locations, and spacing of curb cuts shall be determined and approved by the City Manager or his designee in consultation with the developer at the time that a certificate of appropriateness is issued for a project in this Zoning District.

C. Parking and Loading: Parking and loading spaces shall be provided for each use per Chapter 1167 of the Codified Ordinances of the City of New Albany.

D. Right-of-Way: The developer shall dedicate right-of-way for Jug Street to the City for a distance of 30 feet as measured from the centerline of Jug Street and 40 feet as measured from the centerline of Harrison Road.

VI. Buffering, Landscaping, Open Space, and Screening: A landscaping plan shall be approved as part of the City's review of a certificate of appropriateness application for each portion of this Zoning District that is proposed for development. The following landscaping requirements shall apply to this Zoning District:

A. Tree Preservation: Standard tree preservation practices will be in place to preserve and protect trees during all phases of construction, including the installation of snow fencing at the drip line.

B. Landscaping Along Jug Street and Harrison Road: Within the required minimum pavement setback along Jug Street and Harrison Road, the developer shall use reasonable efforts within the context of the site development plan to preserve existing trees to provide a buffer between the public street and development within this Zoning District. If reasonable efforts cannot be made to preserve trees within the buffer, an additional 1 tree per 25 feet of frontage are required to be installed in addition to the street trees required. Landscaping within the pavement setback shall be coordinated and consistent. Trees shall be randomly planted to create a naturalized appearance. Trees shall be of native species. Evergreen trees or shrubs shall not be permitted in the area between the buffer landscape and the edge of street pavement. For landscaping which is not used to meet zoning text, codified ordinance and street tree requirements, the minimum caliper of tree material may be reduced to 1" caliper to gain additional plant material.

1. Beech Road North Landscape Plan: Landscaping for the Jug Street right of way shall adhere the guidelines found in the Beech Road North Landscape Plan as adopted by the City of New Albany.

C. A standard New Albany white four-board horse fence may (but shall not be required to) be provided within the public right-of-way.

D. Stormwater Management: Wet and dry stormwater basins shall conform to the standards set forth in Section 1171.08 of the Codified Ordinances of the City of New Albany.

E. Street Trees: A street tree row shall be established along Jug Street and Harrison Road and shall contain one (1) tree for every thirty (30) feet of road frontage. Trees may be grouped or regularly spaced. Street trees shall be located within the right-of-way. Minimum street tree size at installation shall be three (3) caliper inches. This requirement may be waived in areas where existing vegetation occurs, subject to approval of the City Landscape Architect.

F. Parking Areas: Within this Zoning District, there shall be no less than one (1) tree planted for every ten (10) parking spaces located therein. At least five percent (5%) of the vehicular use area shall be landscaped or green space (or tree areas). Parking lots shall be designed to accommodate parking lot islands with tree(s) at the end of the parking aisles.

G. Pedestrian Circulation: An 8-foot wide asphalt leisure trail is required to be installed along the Jug Street and Harrison Road frontage of the site.



H. Minimum On-Site Tree Sizes: Unless otherwise set forth herein, minimum tree size at installation shall be no less than two and one half (2 ½) inches in caliper for shade trees, six (6) feet in height for evergreen trees, two (2) inches in caliper for ornamental trees, and thirty (30) inches in height for shrubs. Caliper shall be measured six (6) inches above grade.

I. All street trees that are not installed prior to infrastructure acceptance shall be bonded to guarantee installation.

J. Security Fencing: All security fencing shall be coordinated and consistent between sites. All security fencing shall be black decorative Ameristar fencing or black vinyl coated chain link fencing.

VII. Lighting:

A. All parking lot and private driveway lighting shall be cut-off type fixtures and down cast. Parking lot lighting shall be from a controlled source in order to minimize light spillage beyond the boundaries of the site.

B. All parking lot lighting shall be of the same light source type and style. Building, pedestrian, and landscaping may be incandescent or metal halide, or may be LED if the LED lighting temperature is at least 4,000 Kelvin and no more than 6,000 Kelvin to ensure that the lighting color is white.

C. All parking lot light poles shall be black or New Albany green and constructed of metal. Light poles shall not exceed 30 feet in height.

D. Lighting details shall be included in the landscape plan which is subject to review and approval by the City Landscape Architect.

E. No permanent colored lights or neon lights shall be used on the exterior of any building.

F. All other lighting on the site shall be in accordance with City Code.

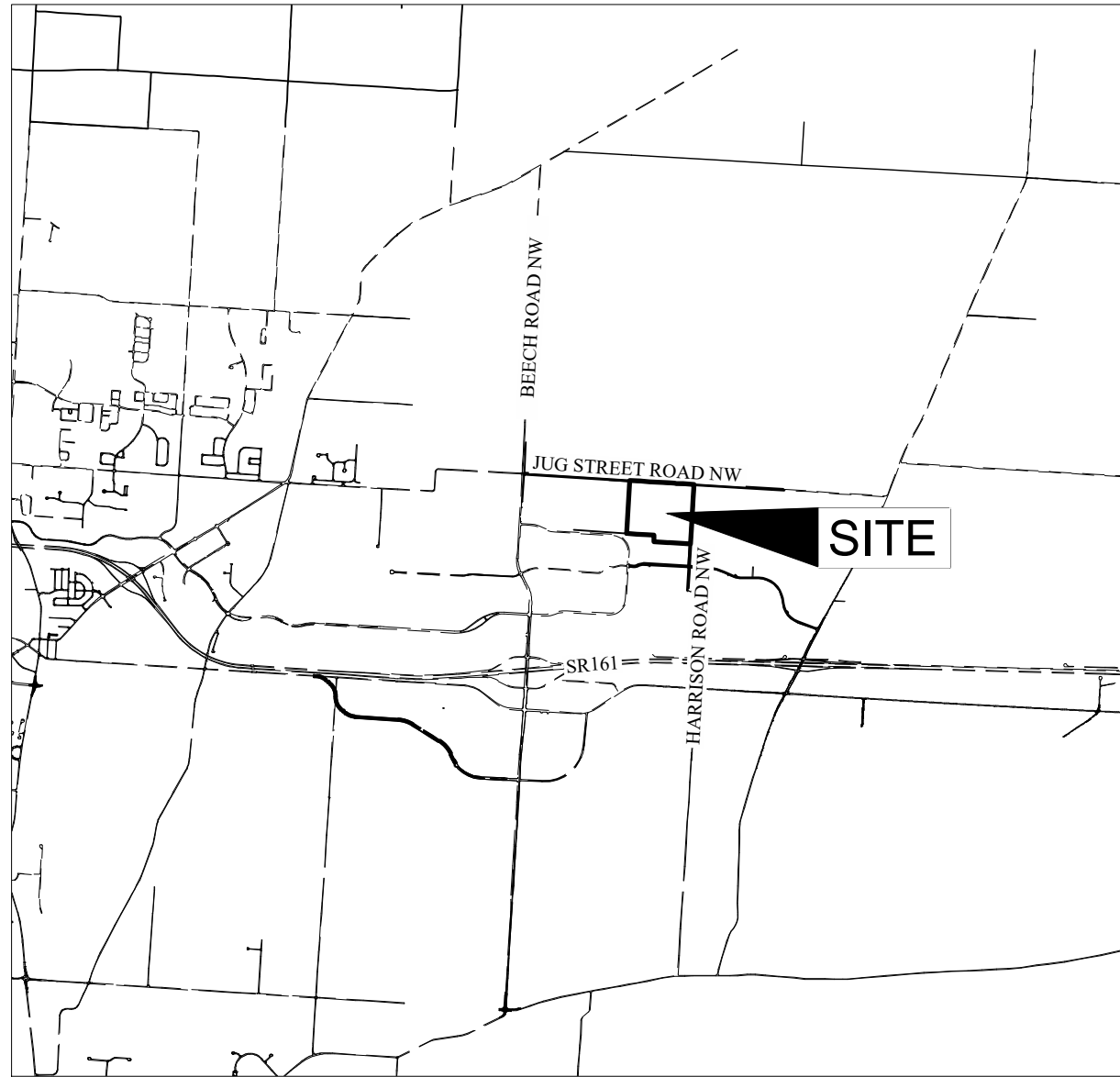
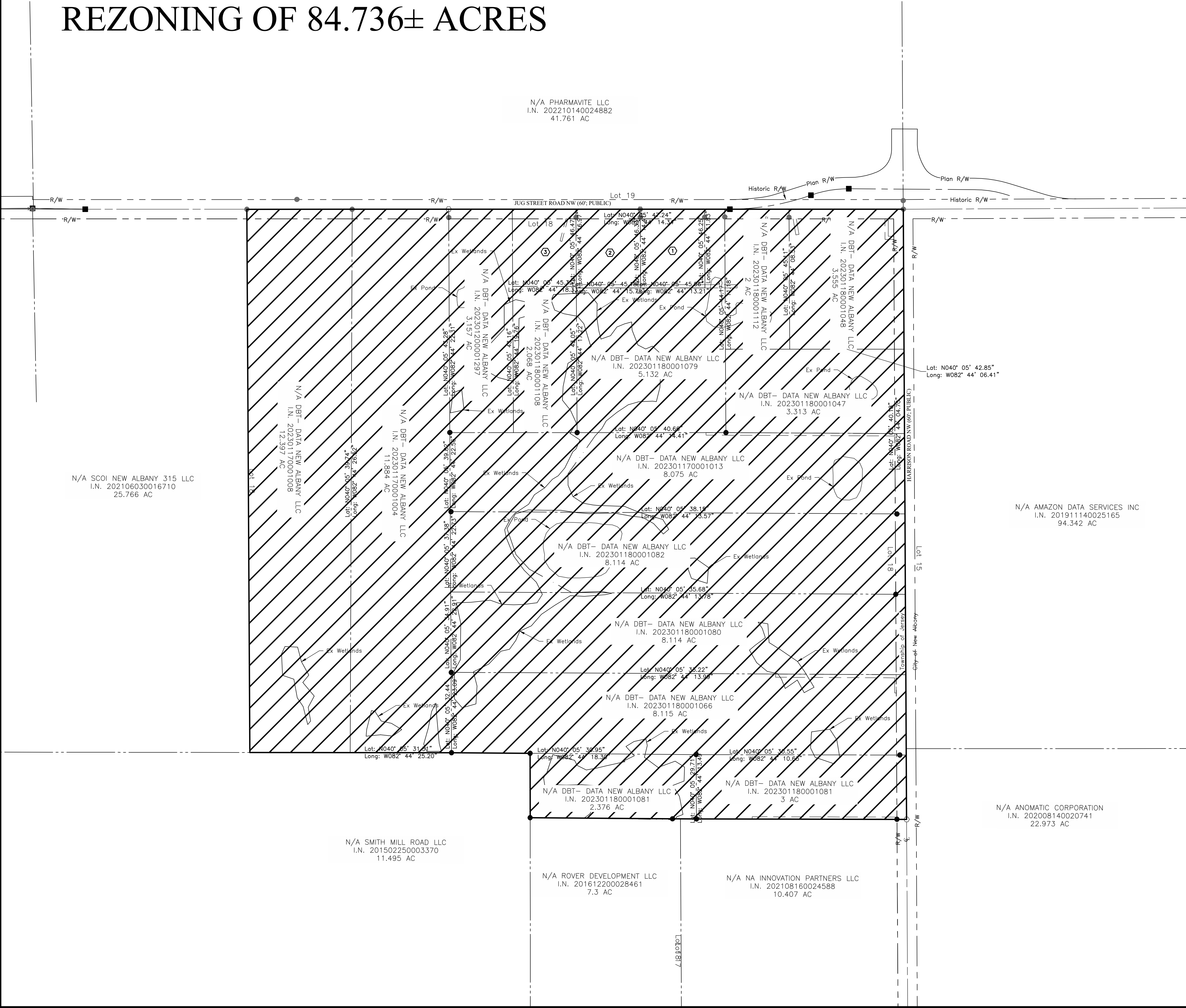
G. Street lighting must meet the City standards and specifications.

VIII. Signage: All signage shall conform to the standards set forth in Chapter 1169 of the Codified Ordinances of the City of New Albany.

IX. Utilities: All new utilities installed solely to serve this Zoning District shall be installed underground.

REZONING OF 84.736± ACRES

N:\2023\109\Draw\04\Sheets\Exhibits\2023-08-16 Zoning Exhibit.dwg Last Saved By: tyounis\_ 8/17/2023 12:32 PM Last Printed By: Gaudet, Kevin\_ 10/6/2023 11:13 PM (No Xrefs)

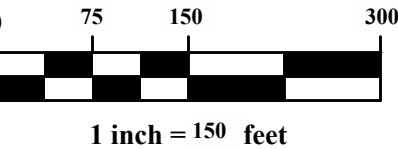


LOCATION MAP AND BACKGROUND DRAWING  
Not to Scale

CODED NOTES:

- ① N/A DBT- DATA NEW ALBANY LLC  
I.N. 202301180001087  
1.01 AC
- ② N/A DBT- DATA NEW ALBANY LLC  
I.N. 202301180001079  
1.01 AC
- ③ N/A DBT- DATA NEW ALBANY LLC  
I.N. 202301180001108  
1.09 AC

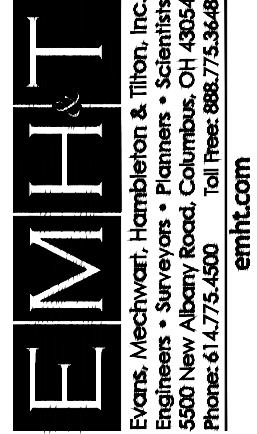
GRAPHIC SCALE



REVISIONS

MARK	DATE	DESCRIPTION

CITY OF NEW ALBANY, LICKING COUNTY, OHIO  
FOR  
EXHIBIT  
JUG STREET & HARRISON ROAD PROPERTIES  
ZONING EXHIBIT



DATE

August 16, 2023

SCALE

1" = 150'

JOB NO.

20230109

SHEET

1/1





**Planning Commission Staff Report  
October 16, 2023 Meeting**

---

**BRISCOE PARKWAY PHASE 1  
FINAL PLAT**

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LOCATION: Generally located between Horizon Court and Harrison Road (PIDs: 095-111756-00.010, 095-111756-00.011, 095-111756-00.013, and 095-111756-00.000)

APPLICANT: City of New Albany

REQUEST: Final Plat

ZONING: Limited General Employment (L-GE) and Technology Manufacturing District (TMD)

STRATEGIC PLAN: Employment Center

APPLICATION: FPL-94-2023

Review based on: Application materials received October 2, 2023.

*Staff report completed by Stephen Mayer, Planning Manager*

---

**I. REQUEST AND BACKGROUND**

The application is for a final plat for Briscoe Parkway public street dedication and easements phase 1 located between Horizon Court and Harrison Road in Licking County. This new street provides additional connections within the New Albany International Business Park for existing and future development sites.

The Planning Commission approved a preliminary plat (PP-43-2023) for this public street on April 17, 2023, with a condition that the road alignment be such that the 25-foot easement be 50 feet from the centerline of Blacklick Creek. The final plats meet the condition by providing a minimum of 50 feet of separation from the easement to the creek's centerline.

**II. SITE DESCRIPTION & USE**

The proposed right-of-way dedication connects Horizon Court to Harrison Road and ultimately Clover Valley Road. The property being dedicated and all of the adjacent property to the street is zoned L-GE permitting commercial uses such as office, distribution, manufacturing and production, and warehousing uses.

**III. PLAN REVIEW**

The Planning Commission's review authority of the final plat is found under C.O. Section 1187. Upon review of the final plat, the Commission is to make a recommendation to City Council. The staff's review is based on city plans and studies, zoning text, and zoning regulations.

1. This plat dedicates right-of-way to the City of New Albany for phase 1 of a new public street named Briscoe Parkway. The dedication extension consists of approximately 3,033 +/- linear feet of a new public street totaling approximately 4.152 +/- acres. There are no reserves being platted or lots being created within this new right-of-way extension.
2. This is the first of two phases for a new 6,042 linear foot long east/west public street connecting Horizon Court, Harrison Road and Clover Valley Road in Licking County. The phase 2 final plat is also on the October 16, 2023 Planning Commission agenda.
3. The plat dedicates 60 feet of right-of-way. The plat includes a 25 foot wide utility and streetscape easement on both sides of the street.

4. The street extends through the Jug Street North zoning district, the proposed Harrison Road Triangle zoning district, and Technology Manufacturing zoning district.
5. Based on the roadway typologies in the immediate area, this proposed roadway is best classified as a Business Park road character classification as described in the Engage New Albany Strategic Plan. The new street is designed to accommodate heavier traffic traveling into the business park. The 60 feet of right-of-way, coupled with the proposed 25 foot wide easements on each side is consistent with a 67-foot to 115-foot range recommendation in the Engage New Albany Strategic Plan.

#### IV. ENGINEER'S COMMENTS

The city Engineer has reviewed the referenced plan in accordance with the engineering related requirements of Code Section 1159.07(b)(3) and has no comments.

#### V. RECOMMENDATION

##### ***Basis for Approval:***

The proposed street plat is consistent with the approved preliminary plat alignment and condition of approval. It meets the goals and objectives found in the Engage New Albany strategic plan for this area. One of the mobility goals within the Engage New Albany strategic plan is to maximize the connectivity and safety of New Albany's network. One of the plan's priorities is to distribute traffic throughout the roadway network. This street serves as an additional connection within the New Albany Business Park and provides access to existing and future development sites. This connection results in Horizon Court no longer being a cul-de-sac and connects that portion of the business park to the supplier park.

#### VI. ACTION

**Suggested Motion for FPL-94-2023 (additional conditions may be added):**

Move to recommend approval of application FPL-94-2023.

**Approximate Street Location Shown in Red and Phase 1 Limits Outlined in Yellow:**







## Community Development Planning Application

Project Information	Site Address <u>BRISCOE PARKWAY (FROM HORIZON COURT TO HARRISON ROAD) PHASE 1</u> Parcel Numbers <u>095-111756-00.010, 095-111756-00.011, 095-111756-00.013, 095-111756-00.000</u> Acres <u>4.152 ac. ROW</u> # of lots created <u>N/A- ROADWAY DEDICATION</u>																																																													
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	Signature of Owner _____ Date: _____ Signature of Applicant <u><i>Josh G. Gineti</i></u> Date: <u>10/02/2023</u>																																																													

A quarter-circle sector of a circle is shown, divided into two regions labeled 1 and 2 by a line segment from the center to the arc.

BRISCOE PARKWAY DEDICATION AND EASEMENTS PHASE 1 20221075

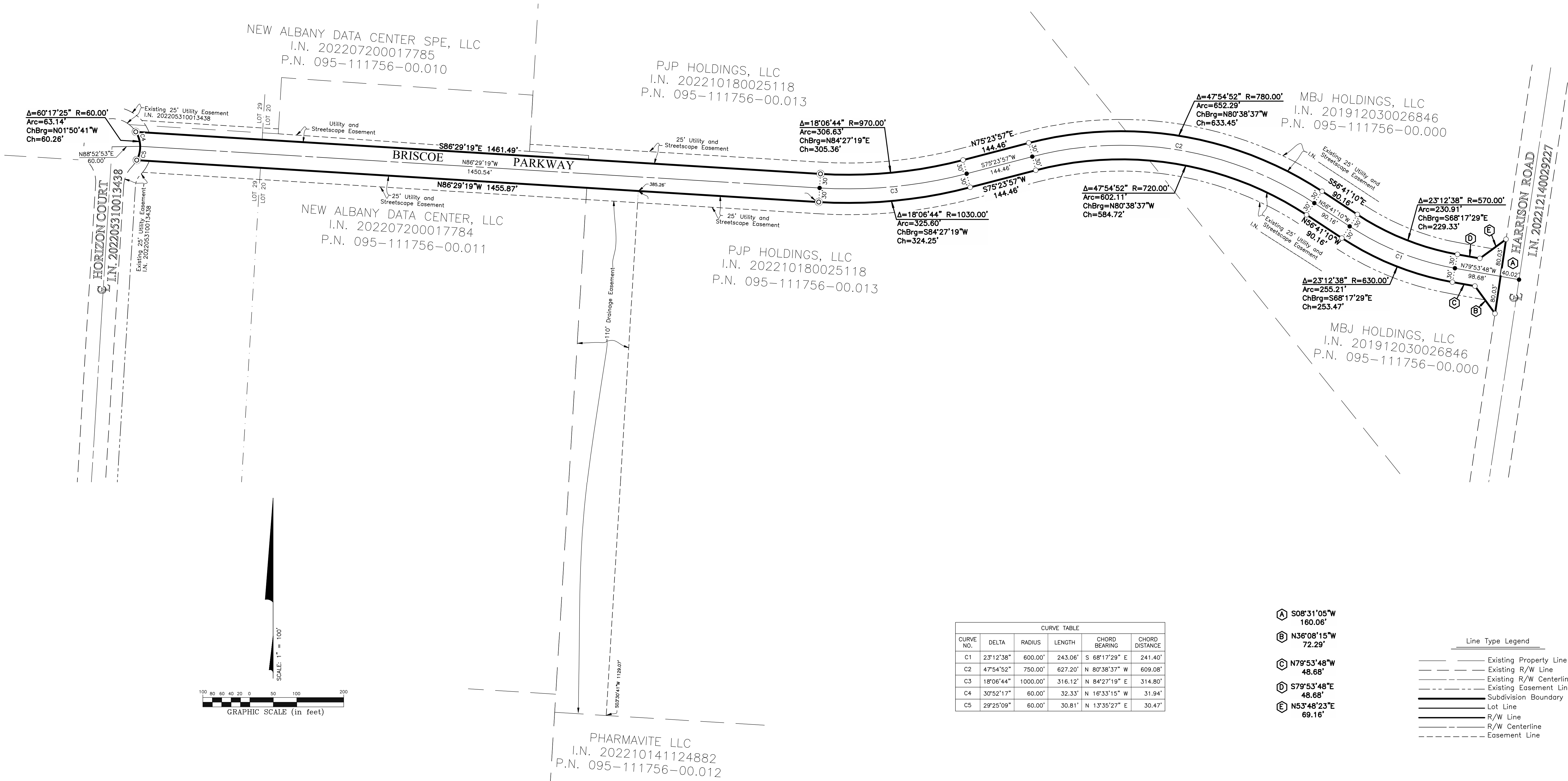


# BRISCOE PARKWAY DEDICATION AND EASEMENTS PHASE 1

2  
2

NOTE "A" - ACREAGE BREAKDOWN: Briscoe Parkway  
Dedication and Easements Phase 1 is out of the following  
Licking County Parcel Numbers:

Parcel Number 095-111756-00.000	1.204 Ac.
Parcel Number 095-111756-00.011	1.320 Ac.
Parcel Number 095-111756-00.013	1.628 Ac.



CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	23°12'38"	600.00'	243.06'	S 68°17'29" E	241.40'
C2	47°54'52"	750.00'	627.20'	N 80°38'37" W	609.08'
C3	18°06'44"	1000.00'	316.12'	N 84°27'19" E	314.80'
C4	30°52'17"	60.00'	32.33'	N 16°33'15" W	31.94'
C5	29°25'09"	60.00'	30.81'	N 13°35'27" E	30.47'

- A S08°31'05"W  
160.06'
- B N36°08'15"W  
72.29'
- C N79°53'48"W  
48.68'
- D S79°53'48"E  
48.68'
- E N53°48'23"E  
69.16'

- Line Type Legend
- Existing Property Line
  - Existing R/W Line
  - Existing R/W Centerline
  - Existing Easement Line
  - Subdivision Boundary Line
  - Lot Line
  - R/W Line
  - R/W Centerline
  - Easement Line



**Planning Commission Staff Report  
October 16, 2023 Meeting**

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**BRISCOE PARKWAY PHASE 2  
FINAL PLAT**

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LOCATION: Generally located between Horizon Court and Harrison Road (PIDs: 095-111756-00.010, 095-111756-00.011, 095-111756-00.013, and 095-111756-00.000)

APPLICANT: City of New Albany

REQUEST: Final Plat

ZONING: Limited General Employment (L-GE) and Technology Manufacturing District (TMD)

STRATEGIC PLAN: Employment Center

APPLICATION: FPL-94-2023

Review based on: Application materials received October 2, 2023.

*Staff report completed by Stephen Mayer, Planning Manager*

---

**I. REQUEST AND BACKGROUND**

The application is for a final plat for Briscoe Parkway public street dedication and easements phase 2 located between Harrison Road and Clover Valley Road in Licking County. This new street provides additional connections within the New Albany International Business Park for existing and future development sites.

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**II. SITE DESCRIPTION & USE**

The proposed right-of-way dedication connects Harrison Road to Clover Valley Road. The property being dedicated and all of the adjacent property to the street is zoned L-GE and TMD permitting commercial uses such as office, distribution, manufacturing and production, and warehousing uses.

**III. PLAN REVIEW**

The Planning Commission's review authority of the final plat is found under C.O. Section 1187. Upon review of the final plat, the Commission is to make a recommendation to the City Council. The staff's review is based on city plans and studies, zoning text, and zoning regulations.

1. This plat dedicates right-of-way to the City of New Albany for phase 2 of a new public street named Briscoe Parkway. The dedication extension consists of approximately 3,009 +/- linear feet of a new public street totaling approximately 4.259 +/- acres. There are no reserves being platted or lots being created within this new right-of-way extension.
2. This is the second of two phases for a new 6,042 linearly foot long east/west public street connecting Horizon Court, Harrison Road and Clover Valley Road in Licking County. The phase 1 final plat is also on the October 16, 2023 Planning Commission agenda.
3. The plat dedicates 60 feet of right-of-way. The plat includes a 25 foot wide utility and streetscape easement on both sides of the street.







## Community Development Planning Application

Project Information	Site Address <u>BRISCOE PARKWAY (FROM HARRISON ROAD TO CLOVER VALLEY ROAD) PHASE 2</u> Parcel Numbers <u>095-112062-00.002, 095-112062-00.003, 095-111732-00.002</u> Acres <u>4.259 ac. ROW</u> # of lots created <u>N/A - ROADWAY DEDICATION</u>				
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	<div style="display: flex; justify-content: space-between;"> <div>           Signature of Owner _____            Signature of Applicant <u>[Signature]</u> </div> <div>           Date: _____            Date: <u>10/02/2023</u> </div> </div>				



# BRISCOE PARKWAY DEDICATION AND EASEMENTS

## PHASE 2

Situated in the State of Ohio, County of Licking, City of New Albany, and in Lots 13, 14 and 20, Quarter Township 2, Township 2, Range 15, United States Military Lands, containing 4.249 acres of land, more or less, said 4.249 acres being comprised of a part of each of those tracts of land conveyed to **MBJ HOLDINGS, LLC** by deeds of record in Instrument Numbers 202205180012410, 202210100024492 and 202303030003800, Recorder's Office, Licking County, Ohio.

The undersigned, **MBJ HOLDINGS, LLC**, a Delaware limited liability company, by **BRENT B. BRADBURY**, Treasurer, owner of the lands platted herein, duly authorized in the premises, does hereby certify that this plat correctly represents its "**BRISCOE PARKWAY DEDICATION AND EASEMENTS PHASE 2**", does hereby accept this plat of same and dedicates to public use, as such, all of Briscoe Parkway shown hereon and not heretofore dedicated.

Easements are hereby reserved in, over and under areas designated on this plat as "Utility and Streetscape Easement". Utility and Streetscape easements permit the construction, operation and maintenance of all public and quasi-public utilities above, beneath, and on the surface of the ground and, where necessary, for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage, the construction, operation and maintenance of bicycle and pedestrian pathways, and landscaping. No building shall be constructed in any area over which easements are hereby reserved. Easement areas shown here on outside of the platted area are within lands owned by the undersigned and easements are hereby reserved therein for the uses and purposes expressed herein.

In Witness Whereof, **BRENT B. BRADBURY**, Treasurer of **MBJ HOLDINGS, LLC**, has hereunto set his hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed and Acknowledged  
In the presence of:

MBJ HOLDINGS, LLC

By  
**BRENT B. BRADBURY**,  
Treasurer

STATE OF OHIO  
COUNTY OF FRANKLIN ss:

Before me, a Notary Public in and for said State, personally appeared **BRENT B. BRADBURY**, Treasurer of **MBJ HOLDINGS, LLC**, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **MBJ HOLDINGS, LLC** for the uses and purposes expressed herein.

In Witness Thereof, I have hereunto set my hand and affixed my official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires \_\_\_\_\_  
Notary Public, \_\_\_\_\_ State of Ohio

### RESERVATION OF EASEMENTS OUTSIDE OF THE PLATTED AREA ACROSS DESIGNATED AREAS ON COI NEW ALBANY 75, LLC LAND

Certain areas designated "25' Utility and Streetscape Easement" and shown hereon outside of the 4.249 acres of land being platted as "Briscoe Parkway Dedication and Easements Phase 2" are within lands located adjacent to "Briscoe Parkway Dedication and Easements Phase 2" that are owned by **COI NEW ALBANY 75, LLC**, an Ohio limited liability company by deed of record in Instrument Number \_\_\_\_\_, Records Office, Licking County, Ohio.

Easements are hereby reserved in, over and under areas designated on this plat as "Utility and Streetscape Easement". Utility and Streetscape easements permit the construction, operation and maintenance of all public and quasi-public utilities above, beneath, and on the surface of the ground and, where necessary, for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage, the construction, operation and maintenance of bicycle and pedestrian pathways, and landscaping. No building shall be constructed in any area over which easements are hereby reserved. Easement areas shown here on outside of the platted area are within lands owned by the undersigned and easements are hereby reserved therein for the uses and purposes expressed herein.

In Witness Whereof, **DAVID M. HARRISON**, Manager of **COI NEW ALBANY 75, LLC**, has hereunto set his hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed and Acknowledged  
In the presence of:

COI NEW ALBANY 75, LLC

By  
**DAVID M. HARRISON**, Manager

STATE OF MISSOURI  
COUNTY OF JACKSON ss:

Before me, a Notary Public in and for said State, personally appeared **DAVID M. HARRISON**, Manager of **COI NEW ALBANY 75, LLC**, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **COI NEW ALBANY 75, LLC** for the uses and purposes expressed herein.

In Witness Thereof, I have hereunto set my hand and affixed my official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires \_\_\_\_\_  
Notary Public, \_\_\_\_\_ State of Missouri

### RESERVATION OF EASEMENTS OUTSIDE OF THE PLATTED AREA ACROSS DESIGNATED AREAS ON COI NEW ALBANY TECH PARK LAND, LLC LAND

Certain areas designated "25' Utility and Streetscape Easement" and shown hereon outside of the 4.249 acres of land being platted as "Briscoe Parkway Dedication and Easements Phase 2" are within lands located adjacent to "Briscoe Parkway Dedication and Easements Phase 2" that are owned by **COI NEW ALBANY TECH PARK LAND, LLC**, an Ohio limited liability company by deed of record in Instrument Number 202307060011876, Records Office, Licking County, Ohio.

Easements are hereby reserved in, over and under areas designated on this plat as "Utility and Streetscape Easement". Utility and Streetscape easements permit the construction, operation and maintenance of all public and quasi-public utilities above, beneath, and on the surface of the ground and, where necessary, for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage, the construction, operation and maintenance of bicycle and pedestrian pathways, and landscaping. No building shall be constructed in any area over which easements are hereby reserved. Easement areas shown here on outside of the platted area are within lands owned by the undersigned and easements are hereby reserved therein for the uses and purposes expressed herein.

In Witness Whereof, **DAVID M. HARRISON**, Manager of **COI NEW ALBANY TECH PARK LAND, LLC**, has hereunto set his hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed and Acknowledged  
In the presence of:

COI NEW ALBANY TECH  
PARK LAND, LLC,

By  
**DAVID M. HARRISON**, Manager

STATE OF MISSOURI  
COUNTY OF JACKSON ss:

Before me, a Notary Public in and for said State, personally appeared **DAVID M. HARRISON**, Manager of **COI NEW ALBANY TECH PARK LAND, LLC**, who acknowledged the signing of the foregoing instrument to be his voluntary act and deed and the voluntary act and deed of said **COI NEW ALBANY TECH PARK LAND, LLC** for the uses and purposes expressed herein.

In Witness Thereof, I have hereunto set my hand and affixed my official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires \_\_\_\_\_  
Notary Public, \_\_\_\_\_ State of Missouri

Approved this \_\_\_\_ Day of \_\_\_\_\_  
20\_\_ Mayor, \_\_\_\_\_ New Albany, Ohio

Approved this \_\_\_\_ Day of \_\_\_\_\_  
20\_\_ City Engineer, \_\_\_\_\_ New Albany, Ohio

Approved this \_\_\_\_ Day of \_\_\_\_\_  
20\_\_ Council Representative to Planning  
Commission, \_\_\_\_\_ New Albany, Ohio

Approved this \_\_\_\_ Day of \_\_\_\_\_  
20\_\_ Chairperson, Planning Commission,  
\_\_\_\_\_ New Albany, Ohio

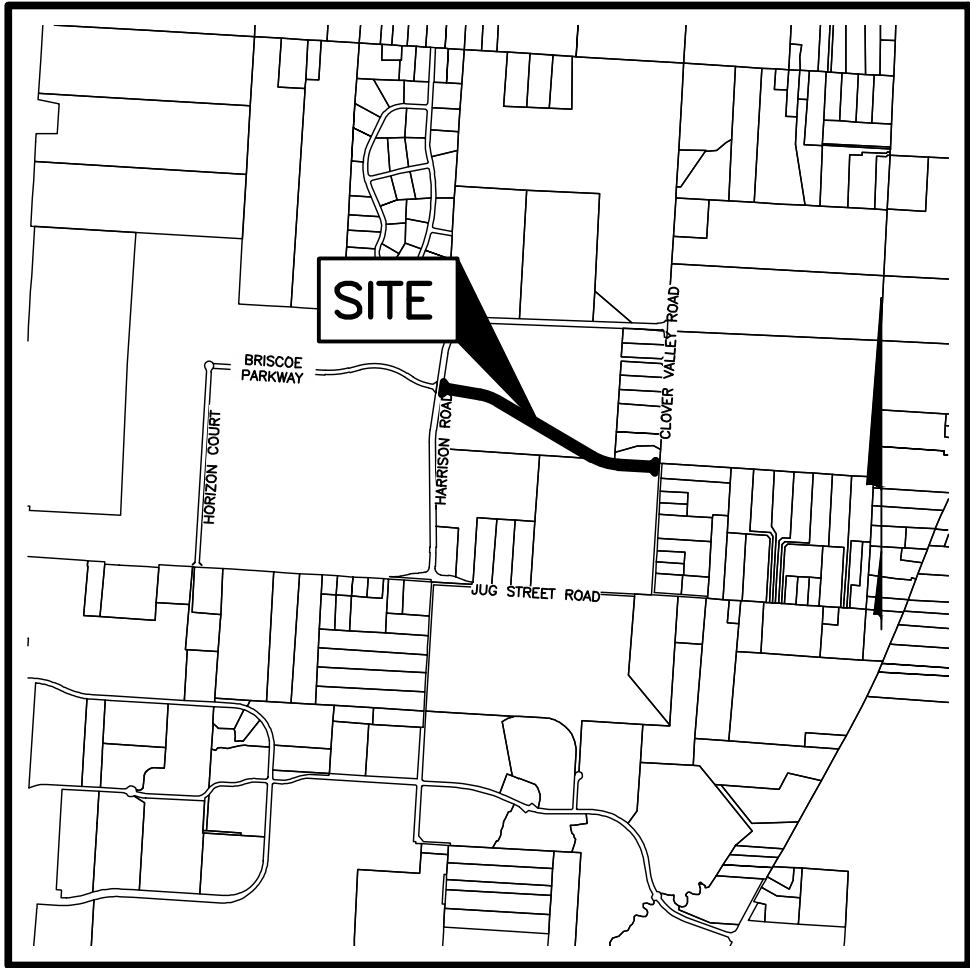
Approved this \_\_\_\_ Day of \_\_\_\_\_  
20\_\_ Finance Director, \_\_\_\_\_ New Albany, Ohio

Approved and accepted by Ordinance No. \_\_\_\_\_, passed \_\_\_\_\_, 20\_\_, wherein all of Briscoe Parkway, shown dedicated hereon is accepted, as such, by the Council for the City of New Albany, Ohio. Approval of this plat shall become null and void unless recorded prior to \_\_\_\_\_, 20\_\_.

Transferred this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ Auditor, \_\_\_\_\_ Licking County, Ohio

Filed for record this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ at \_\_\_\_\_ M. Fee \$ \_\_\_\_\_  
Recorder, \_\_\_\_\_ Licking County, Ohio

Instrument No. \_\_\_\_\_



LOCATION MAP AND BACKGROUND DRAWING

NOT TO SCALE

### SURVEY DATA:

**BASIS OF BEARINGS:** The bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (1986 Adjustment). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected Franklin County Engineering Department monuments Frank 80 and Frank 180. The portion of the easterly Right-of-way line of Harrison Road, having a bearing of South 08°31'05" West, is designated the "basis of bearings" for this plat.

**SOURCE OF DATA:** The sources of recorded survey data referenced in the plan and text of this plat are the records of the the Recorder's Office, Licking County, Ohio.

**IRON PINS:** Iron pins, where indicated hereon, unless otherwise noted, are to be set and are iron pipes, thirteen-sixteenths inch inside diameter, thirty inches long with a plastic plug placed in the top end bearing the initials EMHT INC.

**PERMANENT MARKERS:** Permanent markers, where indicated hereon, are to be one-inch diameter, thirty-inch long, solid iron pins, are to be set to monument the points indicated and are to be set with the top end flush with the surface of the ground and then capped with an aluminum cap stamped EMHT INC. Once installed, the top of the cap shall be marked (punched) to record the actual location of the point. These markers shall be set following the completion of the construction/installation of the street pavement and utilities and prior to the City of New Albany, Ohio's acceptance of these infrastructure improvements. The New Albany, Ohio, City Engineer shall be notified in writing when the markers are in place.

SURVEYED & PLATTED  
BY



We do hereby certify that we have surveyed the above premises, prepared the attached plat, and that said plat is correct. All dimensions are in feet and decimal parts thereof.

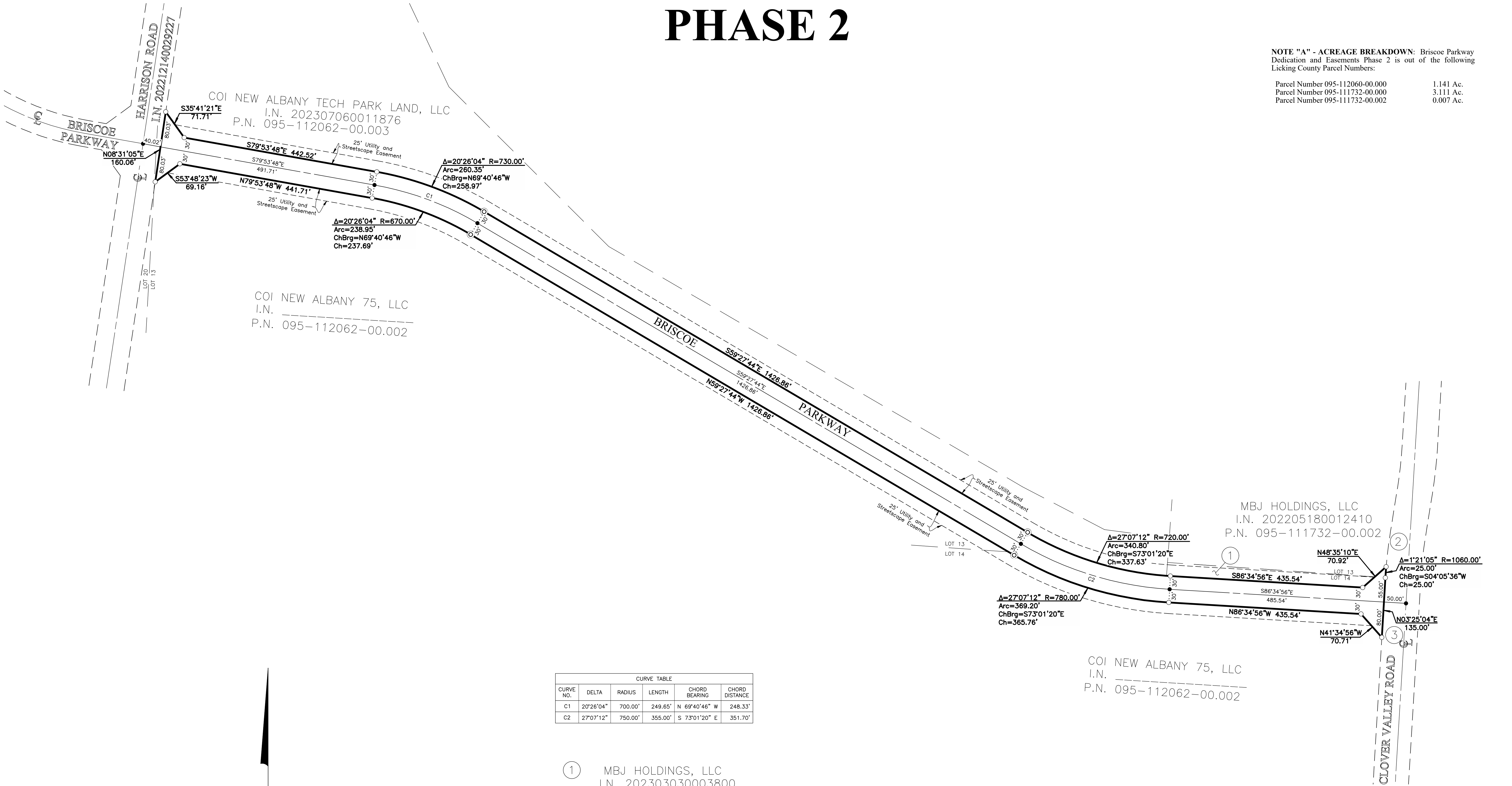
- = Iron Pin (See Survey Data)
- = MAG Nail to be set
- = Permanent Marker (See Survey Data)

By \_\_\_\_\_ Date \_\_\_\_\_  
Professional Surveyor No. 7865

# BRISCOE PARKWAY DEDICATION AND EASEMENTS PHASE 2

NOTE "A" - ACREAGE BREAKDOWN: Briscoe Parkway  
Dedication and Easements Phase 2 is out of the following  
Licking County Parcel Numbers:

Parcel Number 095-112060-00.000	1.141 Ac.
Parcel Number 095-111732-00.000	3.111 Ac.
Parcel Number 095-111732-00.002	0.007 Ac.



CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	20°26'04"	700.00'	249.65'	N 69°40'46" W	248.33'
C2	27°07'12"	750.00'	355.00'	S 73°01'20" E	351.70'

- ① MBJ HOLDINGS, LLC  
I.N. 202303030003800  
P.N. 095-112062-00.000
- ② THE CITY OF NEW ALBANY, OHIO  
PARCEL C5-WD  
I.N. 202305080008020
- ③ THE CITY OF NEW ALBANY, OHIO  
PARCEL C4-WD  
I.N. 202305080008020

Line Type Legend	
—	Existing Property Line
- - -	Existing R/W Line
- - -	Existing R/W Centerline
- - -	Existing Easement Line
—	Subdivision Boundary Line
—	Lot Line
—	R/W Line
—	R/W Centerline
- - -	Easement Line

I:\2022\1075\DWG\CASHIERS\PLAT\20221075-VS-PLAT-02.DWG plotted by KIRK, MATTHEW on 10/2/2023 8:07:45 AM last saved by MKIRK on 9/25/2023 12:30:08 PM  
Date: 20221075-VS-SHOW-01.DWG & 20221129-VS-PLAT-01.DWG & 20220304-VS-SHOW-01.DWG