

GROVE CITY, OHIO COUNCIL LEGISLATIVE AGENDA

November 19, 2018

6:30 - Caucus

7:00 - Reg. Meet.

Presentations: Oaths of Office

LANDS: Mr. Schottke

- | | |
|----------------------------|--|
| <u>Ordinance C-50-18</u> | Accept the Annexation of 1.387+ acres located at 1230 Stringtown Road. Second reading and public hearing. |
| <u>Ordinance C-51-18</u> | Accept the Annexation of 68.54+ acres located at 5273 Haughn Road. Second reading and public hearing. |
| <u>Ordinance C-54-18</u> | Approve the Rezoning of 4242 Hoover Road from R-2 to PUD-C with Zoning Text. Second reading and public hearing. |
| <u>Ordinance C-55-18</u> | Approve a PUD-R Zoning Classification for 68.54+ acres located South of Orders Road and East & West of Haughn Road. Second reading and public hearing. |
| <u>Ordinance C-66-18</u> | Approve the Use for Microblading for Studio on Park Hair Salon and Day Spa located at 3330 Park Street. First reading. |
| <u>Resolution CR-60-18</u> | Municipal Services that can be furnished to 15.8+ acres located East of Broadway and North of Orders Road upon its annexation to the City of Grove City. |
-

SAFETY: Ms. Houk

- | | |
|--------------------------|---|
| <u>Ordinance C-60-18</u> | Amend Section 1135.10(e)(1) of the Codified Ordinances titled Residential District Requirements. Second reading and public hearing. |
| <u>Ordinance C-61-18</u> | Amend Section 725.07 of the Codified Ordinances titled Container Regulations. Second reading and public hearing. |
-

FINANCE: Mr. Davis

- | | |
|--------------------------|--|
| <u>Ordinance C-62-18</u> | Appropriate \$10,000.00 from the Senior Nutrition Fund for Current Expenses. Second reading and public hearing. |
| <u>Ordinance C-63-18</u> | Appropriate \$397,973.00 from the General Fund for the Current Expense of Gantz Park Playground redesign. Second reading and public hearing. |
| <u>Ordinance C-64-18</u> | Authorize the Purchase of Lot 159 on Demorest Drive in the Holton Run Subdivision and Appropriate \$75,520.00 from the General Fund for said purchase and related expenses. Second reading and public hearing. |
| <u>Ordinance C-65-18</u> | Reduce the Appropriation Amount for the Street Maintenance Fund. Second reading and public hearing. |
-

NEW BUSINESS: **2019 BUDGET Review**

ON FILE: Minutes of: 11/05 Council Meeting; 11/06 Plan. Comm.

Date: 09/11/18
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Co. Comm.
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-50-18
1st Reading: 09/17/18
Public Notice: 09/18/18 *postpone to*
2nd Reading: 10/01/18 *11-19-18*
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE NO. C-50-18

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 1.387+ ACRES LOCATED AT 1230 STRINGTOWN ROAD IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, a petition for the annexation of 1.387+ acres, more or less, in Jackson Township was duly filed by Daniel Menninger, member of 1220 Stringtown, LLC; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on May 29, 2018; and

WHEREAS, the Board of County Commissioners certified the transcript of the proceeding in connection with the said annexation with the map and petition required in connection therewith to the City Clerk who received the same on July 13, 2018.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT

SECTION 1. The proposed annexation, as applied for in the petition of Daniel Menninger, member of 1220 Stringtown, LLC, being the owner(s) of the territory sought to be annexed and filed with the Board of County Commissioners of Franklin County, Ohio on April 25, 2018 and which said petition was approved for annexation to the City of Grove City by the County Commissioners on May 29, 2018, be and the same is hereby accepted.

Said territory is described as follows: *Situated in the State of Ohio, County of Franklin, Township of Jackson and being part of Virginia Military Survey No. 469, being all of Lots 6, 7 and 8 of "Miller's Stringtown Road Addition" a subdivision of record in Plat Book 24, Page 5. A copy of the legal description of the property being annexed is attached hereto as "Exhibit A" and made a part hereof as if fully written herein.*

SECTION 2. The zoning on this annexation shall be C-2, retail commercial, and shall be placed in Ward 4. A map is attached as "Exhibit B" and made a part hereof.

SECTION 3. The City Clerk be and she is hereby authorized and directed to make three copies of the ordinance to each of which will be attached a copy of the map showing this annexation, a copy of the original petition, a copy of the transcript of proceedings of the Board of County Commissioners relating thereto, a certificate as to the correctness thereof. The clerk shall then forthwith deliver one copy to the County Auditor, one copy to the County Recorder, and one copy to the Secretary of State and such other things as may be required by law.

SECTION 4. This ordinance shall take effect at the earliest opportunity allowed by law.

Steven R. Robinette, President of Council



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RECEIVED

APR 25 2018

Franklin County Engineer
Cornell R. Robertson, P.E., P.S.

January 26, 2018

PLAT & DESCRIPTION

ACCEPTABLE

CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER

By EAR Date 4/25/18

C-50-18
Exhibit A

**DESCRIPTION OF 1.387 ACRES, MORE OR LESS
BEING LOTS 6, 7 AND 8 OF MILLER'S STRINGTOWN ROAD ADDITION
PLAT BOOK 24, PAGE 5, FRANKLIN COUNTY, OHIO
TO BE ANNEXED TO THE CITY OF GROVE CITY, OHIO
FROM JACKSON TOWNSHIP
NORTH OF STRINGTOWN ROAD (WIDTH VARIES)
WEST OF JACKSON PIKE (S.R. 104 ~ 75' R/W)
JACKSON TOWNSHIP, FRANKLIN COUNTY, OHIO**

RECEIVED

APR 25 2018

Franklin County Planning Department
Franklin County, OH

ANY-09-18

Situated in the State of Ohio, County of Franklin, Jackson Township, Virginia Military Survey No. 469, being all of Lots 6, 7 and 8 of "Miller's Stringtown Road Addition", a subdivision of record in Plat Book 24, Page 5 and being 1.387 acres of land as described in deeds to 1220 Stringtown LLC, of record in Instrument No. 201705040060278, 201505110060903 and 201503190034669, all references herein being to the records located in the Recorder's Office, Franklin County, Ohio and being more particularly described as follows;

BEGINNING at the northwesterly corner of said Lot 6, also being the northeasterly corner of Lot 5 as shown and delineated on said "Miller's Stringtown Road Addition" and a point in the existing corporation line of the City of Grove City;

Thence in an easterly direction, along the northerly lines of Lots 6, 7 and 8, the southerly line of a 87.926 acre tract of land as described in a deed to Manheim Services Corporation, of record in Official Record 31643, Page 116 and the southerly corporation line of the City of Grove City (Ordinance #C-7-90, of record in Official Record 15011, Page G03), a distance of approximately 300 feet to a point at the northeasterly corner of said Lot 8, also being the northwesterly corner of Lot 9 of said "Miller's Stringtown Road Addition:"

Thence in a southerly direction, along the easterly line of said Lot 8 (westerly line of said Lot 9), a distance of approximately 205 feet to the northerly right-of-way line of Stringtown Road, also being the southeasterly corner of said Lot 8 (southwesterly corner of said Lot 9) and a point in the northerly corporation line of the City of Grove City (Ordinance #C-17-17);

Thence in a westerly direction, along said northerly right-of-way line, the southerly lines of said Lots 8, 7, and 6 and said northerly corporation line, a distance of approximately 300 feet to a point at the southwesterly corner of said Lot 6 (southeasterly corner of said Lot 5);

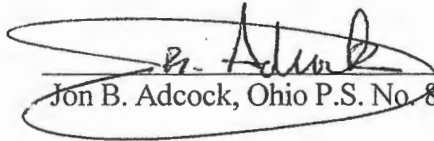
Thence in a northerly direction, along westerly line of said Lot 6 (easterly line of said Lot 5) and the easterly corporation line of the City of Grove City (Ordinance #C-46-07, of record in Instrument No. 200706130103158), a distance of approximately 205 feet to the **PLACE OF BEGINNING** and containing **1.387 acres** of land.



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This description was prepared by American Land Surveyors, LLC, by Jon B. Adcock, Ohio Licensed Professional Surveyor No. 8461 and is for annexation purposes only and is not intended to be used for a fee conveyance.

 1/26/18
Jon B. Adcock, Ohio P.S. No. 8461 Date



RECEIVED

APR 25 2018

Franklin County Planning Department
Franklin County, OH

VICINITY MAP:



PROPOSED ANNEXATION OF 1.387 ACRES, MORE OR LESS
BEING LOTS 6, 7 AND 8 OF MILLER'S STRINGTOWN ROAD ADDITION
PLAT BOOK 24, PAGE 5, FRANKLIN COUNTY, OHIO
TO THE CITY OF GROVE CITY, OHIO FROM JACKSON TOWNSHIP
VIRGINIA MILITARY SURVEY 469
JACKSON TOWNSHIP, FRANKLIN COUNTY, OHIO

MANHEIM SERVICES CORPORATION
O.R. 31643, PG. 116
87.926 ACRES
040-007339-00

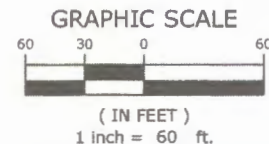
O.R. 15011, PG. 003
ORD. C-7-90
CITY OF GROVE CITY

RECEIVED

APR 25 2018

Franklin County Planning Department
Franklin County, OH

APR-09-10



RECEIVED

APR 25 2018

Franklin County Engineer
Cornell R. Robertson, P.E., P.S.

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER

By *[Signature]* Date 4/25/18



BY *[Signature]* 8461
REGISTERED SURVEYOR No.

LEGEND:



AREA TO BE ANNEXED



EXISTING CITY OF
GROVE CITY CORP. LINE



PROPOSED CORP. LINE

CONTIGUITY NOTE:

THE TOTAL PERIMETER OF THE
ANNEXATION IS 1010 FEET, OF WHICH 805
FEET IS CONTIGUOUS WITH THE CITY OF
GROVE CITY BY ORDINANCE NUMBERS
C-17-17, C-46-07 AND C-7-90,
RESULTING IN 80% PERIMETER CONTIGUITY.

**ALS AMERICAN
LAND
SURVEYORS**

1346 Hemlock Court N.E., Lancaster, Ohio 43130
Contact: Brett Adcock
740-654-0600
Fax: 740-654-0604
www.americanlandsurveyors.com

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FIELD	DRAFT	CHECK
JBA	JBA	JBA
JOB NO.: 17-004		
DATE: JANUARY 26, 2018		
SCALE: 1"=60'		
SHEET NO.: 1/1		

C-50-18
EXHIBIT B1

Date: 09/11/18
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Co. Comm.
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-51-18
1st Reading: 09/17/18
Public Notice: 09/18/18 *Postponed*
2nd Reading: 10/01/18 *to 11/19/18*
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE NO. C-51-18

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 68.55+ ACRES LOCATED AT 5273 HAUGHN ROAD IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, a petition for the annexation of 68.55+ acres, more or less, in Jackson Township was duly filed by Joseph D & Marcia L. Brown; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on May 29, 2018; and

WHEREAS, the Board of County Commissioners certified the transcript of the proceeding in connection with the said annexation with the map and petition required in connection therewith to the City Clerk who received the same on July 13, 2018.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT

SECTION 1. The proposed annexation, as applied for in the petition of Joseph D. and Marcia L. Brown, being the owner(s) of the territory sought to be annexed and filed with the Board of County Commissioners of Franklin County, Ohio on April 25, 2018 and which said petition was approved for annexation to the City of Grove City by the County Commissioners on May 29, 2018, be and the same is hereby accepted.

Said territory is described as follows: *Situated in the State of Ohio, County of Franklin, Township of Jackson and being part of Virginia Military Survey No. 1434 and containing 68.55+ acres, being all of the remainder of that Original 88.011 acre tract of land as conveyed to Joseph D. Brown and Marcia L. Brown of record in Instrument No. 201209140136739. A copy of the legal description of the property being annexed is attached hereto as "Exhibit A" and made a part hereof as if fully written herein.*

SECTION 2. The zoning on this annexation shall be SF-1, Single Family Residential, and shall be placed in Ward 1. A map is attached as "Exhibit B" and made a part hereof.

SECTION 3. The City Clerk be and she is hereby authorized and directed to make three copies of the ordinance to each of which will be attached a copy of the map showing this annexation, a copy of the original petition, a copy of the transcript of proceedings of the Board of County Commissioners relating thereto, a certificate as to the correctness thereof. The clerk shall then forthwith deliver one copy to the County Auditor, one copy to the County Recorder, and one copy to the Secretary of State and such other things as may be required by law.

SECTION 4. This ordinance shall take effect at the earliest opportunity allowed by law.

Steven R. Robinette, President of Council

By FR Date 2/26/18

C-51-18
Exhibit A

RECEIVED

FEB 26 2018

Franklin County Engineer
Cornell R. Robertson, P.E., P.S.

DESCRIPTION OF 68.55+/- ACRES LOCATED IN
JACKSON TOWNSHIP TO BE ANNEXED
TO THE CITY OF GROVE CITY

-1-

Situated in the State of Ohio, County of Franklin, Township of Jackson, Virginia Military Survey No. 1434 and containing 68.55+/- acres, said 68.55+/- acres being all of the remainder of that Original 88.011 acre tract of land as conveyed to Joseph D. Brown and Marcia L. Brown of record in Instrument No. 201209140136739 and all of Reserve "A" of the Haughn Heights Subdivision of record in Plat Book 37, Page 67, said Reserve "A" also being conveyed to Joseph D. Brown and Marcia L. Brown of record in Instrument No. 201209140136739, said 68.55+/- acres more particularly described as follows;

Beginning for Reference, at Franklin County Geodetic Survey monument 2018 found at the centerline intersection of Orders Road (R/W Varies) and Haughn Road (R/W Varies), said monument also being the northeasterly corner of that 0.896 acre tract of land as conveyed to the Franklin County Commissioners of record in Instrument No. 200408170192072 and the northwesterly corner of that 0.204 acre tract of land as conveyed to the City of Grove City of record in Instrument No. 201505140062886;

Thence S 02° 36' 56" W, with the easterly line of said 0.896 acre tract, with the westerly line of said 0.204 acre tract, with the westerly line of that 0.062 acre tract of land as conveyed to the City of Grove City of record in Instrument No. 201507060090398, the westerly line of that 0.096 acre tract of land as conveyed to the City of Grove City of record in Instrument No. 201508130112369 and with the centerline of said Haughn Road, 554.95+/- feet to a point at the southwesterly corner of said 0.096 acre tract, the northeasterly corner of the remainder of said Original 88.011 acre tract and a southeasterly corner of an existing City of Grove City Corporation Line (Case #36-15, Ord. No. C-69-15), the **True Point of Beginning**;

Thence with northerly lines of the remainder of said Original 88.011 acre tract, partially with the southerly line of said City of Grove City Corporation Line (Case #36-15, Ord. No. C-69-15), with the southerly line of said 0.096 acre tract and southerly lines of that 4.422 acre tract of land as conveyed to Rebecca L. Absten & Michael J. Absten of record in Instrument No. 200406090133243, the following five (5) courses and distances:

S 87° 08' 42" E, 257.38+/- feet to a point;

N 87° 13' 25" E, 143.26+/- feet to a point;

N 66° 46' 19" E, 161.92+/- feet to a point;

N 70° 52' 49" E, 213.52+/- feet to a point;

N 81° 29' 35" E, 126.03+/- feet to the southeasterly corner of said 4.422 acre tract and the southwesterly corner of that tract of land as conveyed to Richard L. Greenway & Jaynce R. Greenway of record in Instrument No. 201303270050839;

Thence N 78° 52' 31" E, with the northerly line of the remainder of said Original 88.011 acre tract and the southerly line of said Greenway tract, 103.09+/- feet to point at the southeasterly corner of said Greenway tract and the southwesterly corner of Lot 1 of said Haughn Heights;

Thence N 79° 13' 05" E, with the northerly line of the remainder of said Original 88.011 acre tract and with the southerly line of said Lot 1, 119.51+/- feet to a point at the southeasterly corner of said Lot 1 and the southwesterly corner of said Reserve "A";

Thence with the westerly lines of said Reserve "A" and the easterly lines of said Lot 1, the following four (4) courses and distances:

N 02° 03' 57" E, 109.08+/- feet to a point of curvature;

with a curve to the left, having a central angle of 30° 00' 00" and a radius of 120.00 feet, an arc length of 62.83+/- feet and a chord bearing and distance of N 12° 55' 57" W, 62.12+/- feet to a point of reverse curvature;

with a curve to the right, having a central angle of 30° 14' 01" and a radius of 180.00 feet, an arc length of 94.98+/- feet and a chord bearing and distance of N 12° 48' 57" W, 93.88+/- feet to a point of reverse curvature;

**DESCRIPTION OF 68.55+/- ACRES LOCATED IN
JACKSON TOWNSHIP TO BE ANNEXED
TO THE CITY OF GROVE CITY**

-2-

with a curve to the left, having a central angle of $91^{\circ} 08' 49''$ and a radius of 20.00 feet, an arc length of 31.82+/- feet and a chord bearing and distance of $N 43^{\circ} 16' 21'' W$, 28.57+/- feet to a point of tangency, said point being in the southerly right-of-way line of Orders Road and also being in the southerly line of said City of Grove City Corporation Line (Case #36-15, Ord. No. C-69-15);

Thence $S 87^{\circ} 28' 00'' E$, with the northerly line of said Reserve "A", partially with the southerly line of said City of Grove City Corporation Line (Case #36-15, Ord. No. C-69-15) and along said southerly right-of-way line, 100.32+/- feet to a northeasterly corner of said Reserve "A" and northwesterly corner of Lot 2 of said Haughn Heights;

Thence with the easterly lines of said Reserve "A" and the westerly lines of said Lot 2, the following four (4) courses and distances:

with a curve to the left, having a central angle of $90^{\circ} 00' 00''$ and a radius of 20.00 feet, an arc length of 31.42+/- feet and a chord bearing and distance of $S 47^{\circ} 03' 57'' W$, 28.28+/- feet to a point of curvature;

with a curve to the left, having a central angle of $29^{\circ} 59' 54''$ and a radius of 120.00 feet, an arc length of 62.83+/- feet and a chord bearing and distance of $S 12^{\circ} 56' 00'' E$, 62.11+/- feet to a point of reverse curvature;

with a curve to the right, having a central angle of $30^{\circ} 00' 00''$ and a radius of 180.00 feet, an arc length of 94.25+/- feet and a chord bearing and distance of $S 12^{\circ} 55' 57'' E$, 93.17+/- feet to a point of tangency;

$S 02^{\circ} 03' 57'' W$, 95.40+/- feet to a southeasterly corner of said Reserve "A" and southwesterly corner of said Lot 2;

Thence with northerly lines of the remainder of said Original 88.011 acre tract and southerly lines of said Haughn Heights, the following two (2) courses and distances:

$N 79^{\circ} 13' 05'' E$, 196.97+/- feet to an angle point;

$N 84^{\circ} 28' 45'' E$, 470.25+/- feet to the northeasterly corner of the remainder of said Original 88.011 acre tract, the southeasterly corner of said Haughn Heights and in the westerly line of that tract of land as conveyed to First Baptist Church of Grove City of record in Instrument No. 200212270333608, said point also being in the westerly line of an existing City of Grove City Corporation Line (Case #46-74, Ord. No. C-16-75);

Thence $S 02^{\circ} 39' 14'' W$, with the easterly line of said Original 88.011 acre tract, the westerly line of said First Baptist Church tract and with the westerly line of said City of Grove City Corporation Line (Case #46-74, Ord. No. C-16-75), 1055.64+/- feet to the southeasterly corner of said Original 88.011 acre tract and the northeasterly corner of that 10.009 acre tract of land as conveyed to David D. Armbrust and Kelli L. Armbrust of record in Instrument No. 201407210093138;

Thence $N 87^{\circ} 31' 27'' W$, with the southerly line of said Original 88.011 acre tract, the northerly line of said 10.009 acre tract and the northerly line of that 5.002 acre tract of land as conveyed to Tad D. Kuhn and Karla J. Kuhn of record in Instrument No. 201206220089709, 1800.14 feet+/- to Franklin County Geodetic Survey monument 2017 found at the northwesterly corner of said 5.002 acre tract, the northeasterly corner of that 85.00 acre tract of land as conveyed to Rebecca J. Priwer of record in Instrument No. 200807310116550 and in the centerline of Haughn Road;

Thence $N 87^{\circ} 25' 34'' W$, with the southerly line of said Original 88.011 acre tract and the northerly line of said 85.00 acre tract, 1786.67+/- feet to the southwesterly corner of said Original 88.011 acre tract, the northwesterly corner of said 85.00 acre tract and in the easterly line of that tract of land as conveyed to the City of Grove City, Ohio of record in Official Record 28297, Page A07, said corner also being in the easterly line of an existing City of Grove City Corporation Line (Case #54-95, Ord. No. C-17-96);

**DESCRIPTION OF 68.55+/- ACRES LOCATED IN
JACKSON TOWNSHIP TO BE ANNEXED
TO THE CITY OF GROVE CITY**

-3-

Thence N 03° 31' 02" E, with the westerly line of said Original 88.011 acre tract, the easterly line of said City of Grove City, Ohio tract and the easterly line of said City of Grove City Corporation Line (Case #54-95, Ord. No. C-17-96), 1213.00+/- feet to the southwesterly corner of that 2.250 acre tract of land as conveyed to the City of Grove City, Ohio of record in Instrument No. 201410310144844, said corner being in the southerly right-of-way line of said Orders Road and being a southwesterly corner of an existing City of Grove City Corporation Line (Case #36-15, Ord. No. C-69-15);

Thence with the southerly line of said 2.250 acre tract and said existing City of Grove City Corporation Line (Case #36-15, Ord. No. C-69-15), the northerly line of the remainder of said Original 88.011 acre tract and along said southerly right-of-way line, the following three (3) courses and distances:

S 87° 38' 11" E, 0.77+/- feet to an angle point;

S 87° 05' 27" E, 445.23+/- feet to an angle point;

S 86° 58' 52" E, 514.18+/- feet to a northwesterly corner of that Original 15.974 acre tract of land as conveyed to Franklin County Finance Authority of record in Instrument No. 201512100173299, said corner also being a northwesterly corner of an existing City of Grove City Corporation Line (Case #15-15, Ord. No. C-77-15);

Thence S 02° 36' 56" W, with the westerly line of said Original 15.974 acre tract and said City of Grove City Corporation Line (Case #15-15, Ord. No. C-77-15), 889.53+/- feet to a point;

Thence S 82° 23' 04" E, with a southerly line of said Original 15.974 acre tract, the southerly line of a 0.290 acre tract of land as conveyed to the City of Grove City of record in Instrument No. 201511190163841 and with the southerly line of said City of Grove City Corporation Line (Case #15-15, Ord. No. C-77-15), 810.50+/- feet to the southeasterly corner of said 0.290 acre tract and in the centerline of Haughn Road;

Thence N 02° 36' 56" E, with the easterly line of said 0.290 acre tract, partially with the easterly line of said 0.896 acre tract, partially with the easterly line of said City of Grove City Corporation Line (Case #15-15, Ord. No. C-77-15), partially with the easterly line of said existing City of Grove City Corporation Line (Case #36-15, Ord. No. C-69-15) with the centerline of said Haughn Road, 449.63+/- feet to the **True Point of Beginning**. Containing 68.55+/- acres, more or less. A drawing of the above description is attached hereto and made a part thereof.

The total length of the annexation perimeter is about 11,429.9 feet, of which about 5,408.3 feet are contiguous with existing City of Grove City Corporation Lines, being about 47.3% contiguous. This annexation does not create any islands of township property.

This description was written for annexation purposes only and was not intended to be used in the transfer of lands.

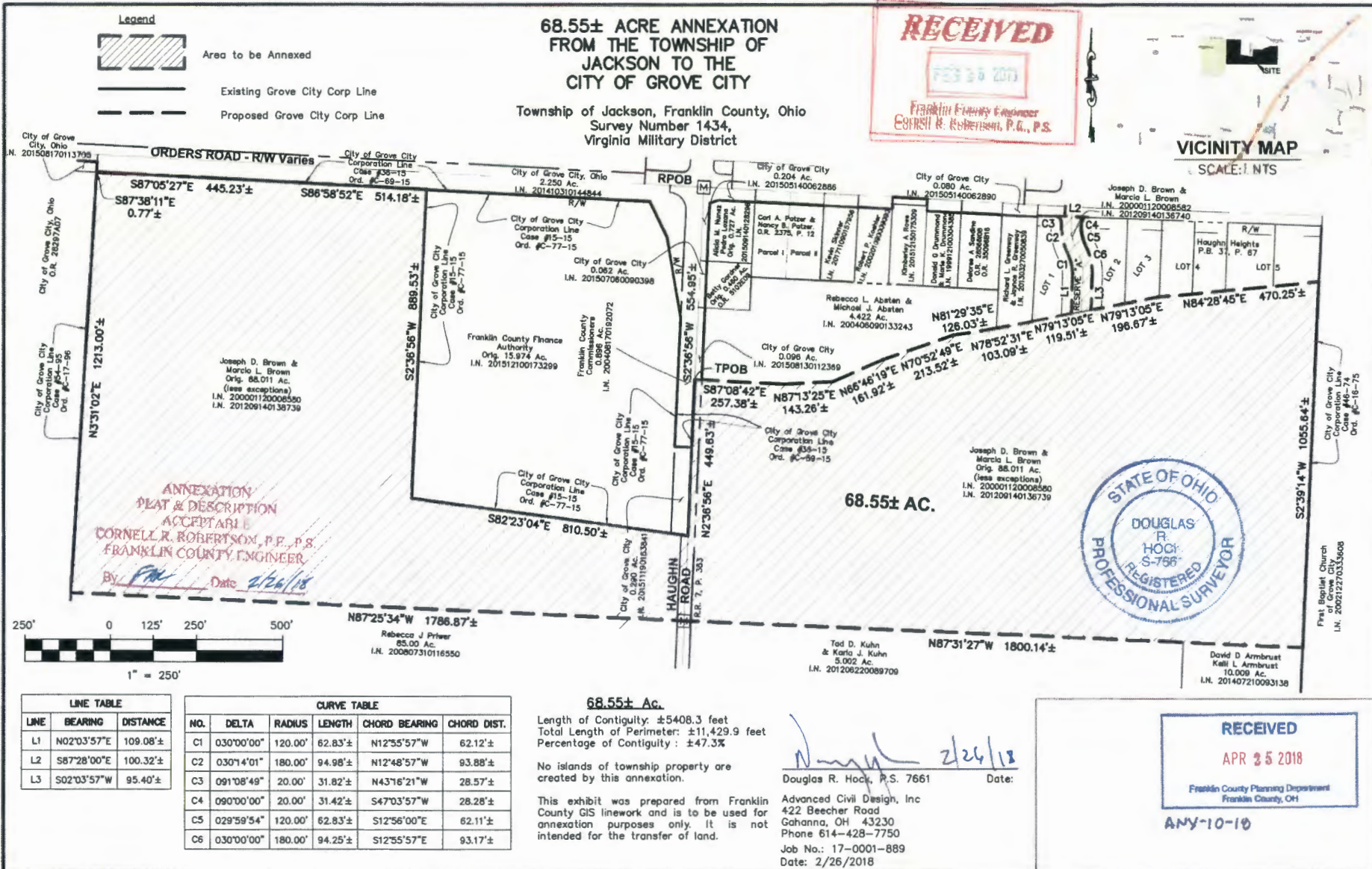
All references used in this description can be found at the Recorder's Office, Franklin County, Ohio.



ADVANCED CIVIL DESIGN, INC.

[Signature] 2/26/18
Douglas R. Hock, P.S. 7661 Date :

Z:\17-0001-RR9\Survey\68.55 ac annexation\desc.doc



Date: 10/09/18
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved:
Emergency: 30 Days: x
Current Expense:

No.: C-54-18
1st Reading: 10/15/18
Public Notice: 10/16/18
2nd Reading: 11/19/18
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-54-18

AN ORDINANCE FOR THE REZONING OF 4242 HOOVER ROAD FROM R-2 TO PUD-C WITH ZONING TEXT

WHEREAS, a petition was filed with the Planning Commission of the City of Grove City praying for the recommendation of said Commission in regard to the rezoning of certain premises hereinafter described; and

WHEREAS, the Planning Commission approved the rezoning on October 2, 2018 with the stipulation that: *There shall be no connected access to or from Mary Jane Place*; and

WHEREAS, a copy of the ordinance, together with a map and plat and the report of the Planning Commission has been on file in the Clerk's office for thirty days for public inspection.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The following described premises are rezoned from R-2 to PUD-C with Zoning Text, and contingent upon the stipulation set by Planning Commission:

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 8231 and being 3.59 acres. Said 3.59 ± acres being all of Tract 1 and all of Tract 2 conveyed to Mathew C. Grau and Kimbra K. Grau Alice M. Huffman by deed, as recorded in Official Records, Recorder's Office, Franklin County, Ohio, and being more fully described in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. The comprehensive zoning map is hereby amended to conform to the provisions of this ordinance.

SECTION 3. This Ordinance shall take effect at the earliest opportunity allowed by law.

Steven R. Robinette, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

C-54-18

Zoning Description
3.59+/- Acre
East of Hoover Road
South of Stringtown Road
-1-

Situated in the State of Ohio, County of Franklin, City of Grove City, being in Virginia Military Survey No. 8231 and being 3.59+/- acres, said 3.59+/- acres being all of Tract 1 (less the 0.037 acre exception) and all of Tract 2 as described in the deed to Mathew C. Grau and Kimbra K. Grau of record in Instrument No. 201307020110993, said Tract 1 also being part of Lot 7 as numbered and delineated upon the record plat for the Lewis E. Keller Subdivision of record in Plat Book 23, Page 46A, said 3.59+/- acres being more particularly described as follows;

Beginning at the northwesterly corner of said Tract 1, said corner also being the northeasterly corner of that 0.037 acre tract of land as conveyed to the City of Grove City, Ohio of record in Instrument No. 200112280302913, the southeasterly corner of that 0.189 acre tract of land as conveyed to the City of Grove City, Ohio of record in Instrument No. 200201300028147, the southwest corner of the remainder of that Original 1.231 acre tract of land as conveyed to Michael J. Freeman and Ann M. Freeman of record in Instrument No. 200606290127121 and being in the easterly right-of-way line of Hoover Road;

Thence **S 86° 02' 50" E**, with the northerly line of said Tract 1 and the southerly line of said Original 1.231 acre tract, **275.0 feet +/-** to the northeasterly corner of said Tract 1, the southeasterly corner of said Original 1.231 acre tract and in the westerly line of said Tract 2;

Thence **N 03° 57' 10" E**, with the westerly line of said Tract 2 and the easterly line of said 1.231 acre tract, **140.0 feet +/-** to the northwesterly corner of said Tract 2 and the southwest corner of that 1.542 acre tract of land as conveyed to Capitoline, LLC of record in Instrument No. 200807020102175;

Thence **S 86° 02' 50" E**, with the northerly line of said Tract 2, the southerly line of said 1.542 acre tract and partially with the southerly line of that 1.5610 acre tract of land as conveyed to 4191 Kelnor I LLC and 4191 Kelnor II LLC of record in Instrument No. 200902180021623, **375.0 feet +/-** to the northeasterly corner of said Tract 2 and the northwesterly line of Lot 1 as it is numbered and delineated upon the record plat for Keller Farm Subdivision Phase 1 of record in Plat Book 62, Page 61;

Thence **S 03° 57' 10" W**, with the easterly line of said Tract 2 and the westerly line of said Keller Farm Subdivision Phase 1, **300.0 feet +/-** to a common corner thereof;

Thence **N 86° 02' 50" W**, with the southerly lines of Tract 2 and Tract 1, with the northerly line of said Keller Farm Subdivision Phase 1 and with the northerly line of that tract of land as conveyed to Gary O. Erwin in Instrument No. 201711150162015, **650.0 feet +/-** to southwest corner of said Tract 1, the northwesterly corner of said Erwin tract, the southeasterly corner of said 0.037 acre tract, the northeasterly corner of that 0.115 acre tract of land as conveyed to the City of Grove City, Ohio of record in Instrument No. 200112280302918 and in said easterly right-of-way line;

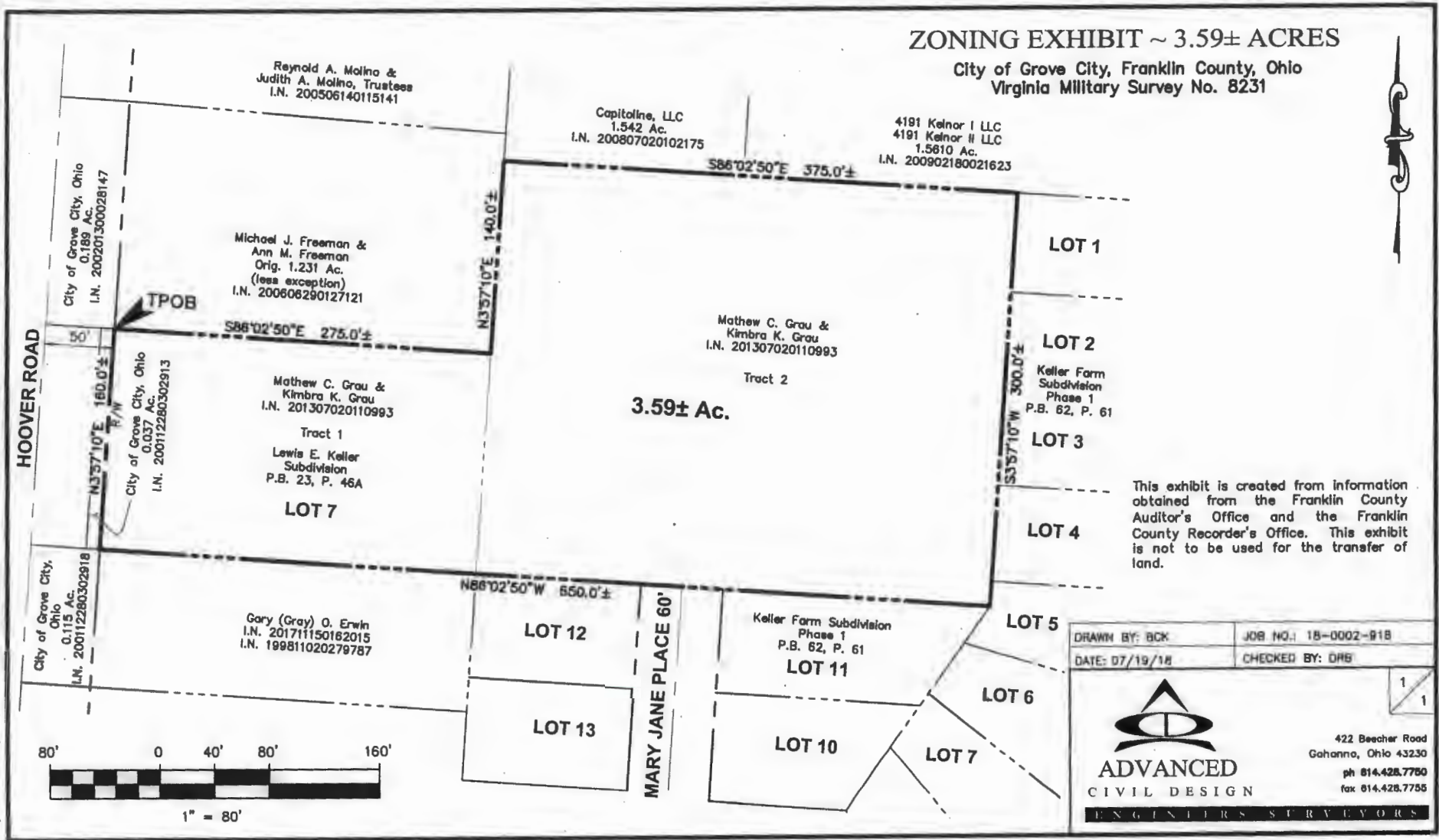
Thence **N 03° 57' 10" E**, with the westerly line of said Tract 1, the easterly line of said 0.037 acre tract and along said easterly right-of-way line, **160.0 feet +/-** to the **True Point of Beginning** and containing **3.59+/- acre** more or less.

The above description was prepared by Advanced Civil Design Inc. on 7/19/2018 and is based on existing County Auditor records and County Recorder records.

All references used in this description can be found at the Recorder's Office Franklin County Ohio.

This description is not to be used in the transfer of land.

ADVANCED CIVIL DESIGN INC.



C-54-18

PLANNED UNIT DEVELOPMENT – COMMERCIAL (PUD-C)
ZONING AND DEVELOPMENT STANDARDS
PID 040-005551 & 040-005555
4242 Hoover Road

I. PROPERTY

The property ("Property") consists of 3.59± acres located on Hoover Road at its intersection with Kingston Avenue and as further described on the attached Exhibit ____ (legal description), however referred to as the "Schoedinger Funeral Home".

II. GENERAL PROVISIONS

- A. The provisions outlined with these zoning and development standards shall apply to the 3.59± acres of land as described in Exhibit ____ unless otherwise approved by Grove City Council. Other provisions of the Grove City Code shall apply only to the extent that this Zoning Text and Development Standards do not address such matters.
- B. For the purposes of this Zoning & Development Standards Text, the terms and words contained within carry their customarily understood meanings. Words used in the present tense include the future and the plural includes the singular and the singular the plural. The word "shall" is intended to be mandatory; "occupied" or "used" shall be considered as though followed by the words "or intended", arranged or designed to be used or occupied".
- C. All provisions of this Zoning & Development Standards Text are severable. If a court of competent jurisdiction determines that a word, phase, clause, sentence, paragraph, subsection, section or other provision is invalid or that the application of any part of the provision to any person or circumstances is invalid, the remaining provisions and the application of those provisions to other persons or circumstances are not affected by that decision.
- D. Unless expressly contained herein, uses shall not be considered permitted by right.
- E. Deviations from the standards and requirements set forth herein as well as the Zoning Code may be approved by City Council through the Development Plan process, as long as they are consistent and harmonious with the overall intent of the development and do not diminish, detract or weaken the overall compatibility between uses within or in proximity of the Property.

III. PERMITTED USES

- A. Funeral Home, not engaged in cremation or embalming of bodies on site.
- B. Those uses permitted in the PSO – Professional Services District as found in Section 1135.09 of the Grove City Zoning Code.

IV. DEVELOPMENT STANDARDS

A. BUILDING ARCHITECTURE:

1. Any structure constructed on site shall be designed in a manner to be compatible with the surrounding residential character of the area in terms of building design and materials. Review of the structure's architecture will be conducted as part of the final development plan process. .

2. The overall height and lot coverage shall comply with Grove City Code requirements, Table 1135.14-III.

B. YARD AND SETBACK REQUIREMENT:

1. Building and Parking setback shall be a minimum of 40' from Hoover Road.

2. Building sideyard to the south shall be a minimum of 30' and a minimum of 10' to the north.

3. Building setback to the east shall be a minimum of 30'.

4. Parking lots and drive aisles shall be setback a minimum of 20' from all property lines.

C. PARKING AND LOADING:

1. At minimum, one parking space shall be provided for every 150 square feet of the building area.

2. All vehicular areas (parking lots and drive aisles) shall be setback a minimum of 20' from all property lines.

3. Each parking space shall be a minimum of 162 square feet in size (9' by 18').

D. WASTE AND REFUSE:

1. All waste and refuse shall be containerized and screened from view in accordance with Grove City Code for screening of service structures.

2. Dumpster enclosures shall have walls finished in brick or masonry matching that of the primary building and have stained 100 percent opaque wood gates.

E. UTILITIES:

1. Existing utility services including water supply, sanitary sewer service, electricity, telephone, and gas shall be retained and any enlargement or extensions required shall be regulated by Grove City Code.

2. Ground and rooftop mounted service mechanical equipment shall be screened in accordance with Grove City Code.

F. SIGNAGE AND GRAPHICS:

1. No more than one (1) monument sign shall be permitted on the site with a maximum area of 50 square feet (per side) and a height not to exceed 8' above the natural grade.

2. The monument sign shall have a brick or stone base and is to be set within a landscape area in accordance with Grove City Code.

3. The monument sign and associated landscaping shall be setback at least 10 feet from all property lines.

5. All other signage and graphics shall comply with the Grove City Code. There shall be no "flags, spinners, flashers or any attention getting devices" utilized on the premises.

G. LANDSCAPING:

1. All landscaping shall conform to the Grove City Code unless otherwise specified within this text.

2. Screening in the form of two rows of staggered evergreen trees (six feet in height at installation and planted at a maximum of 20 feet on center) or a 6' tall decorative fence (consisting of 100 percent opaque materials) with landscaped material at the base or a combination thereof shall be installed along the east and south property lines, to screen the site from adjacent residential properties as depicted on the landscaping plan included in the Final Development Plan

3. All landscaping on the site shall not interfere with sight distance onto Hoover Road at the site's entrance drive.

4. Proposed grassed areas along the site's Hoover Road frontage shall be grassed with sod.

5. Ponds and detention areas on the site shall be landscaped as shown on the final development plan.

6. Two (2) evergreen trees shall be provided to the City to be installed within the Mary Jane Place right-of-way at the terminus of the roadway.

H. TREE PRESERVATION:

1. Trees shall be preserved in the northeast corner of the site, as shown on the approved preliminary development plan, unless removal is necessary for the installation of utilities. Trees removed for the placement of utilities in this portion of the lot shall be replaced at an equal rate to those removed.

I. CURB CUTS AND TRAFFIC CIRCULATION:

1. One curb cut shall be permitted accessing the site, to be located on Hoover Road and be included as part of the Kingston Avenue and Hoover Road signalized intersection.

2. The location of the curb cut shall be located to ensure proper lines of sight are maintained onto Hoover Road.

3. Access drives and drive aisles on the site shall be a minimum of 22-feet in width.

J. PEDESTRIAN CIRCULATION:

1. All sidewalks shall be a minimum of 5-feet in width.

2. Sidewalks on the site shall provide circulation from the parking lot, around the building, and to the existing sidewalk along Hoover Road.

K. LIGHTING:

1. Lighting for all vehicular and pedestrian areas shall be a minimum of 0.5 footcandles.

2. Footcandles shall be 0.00 at the shared property line with any adjacent residential property.

3. Exterior lighting fixtures shall be downcast and decorative in nature matching the style and color of nearby businesses.

Date: 10/10/18
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-55-18
1st Reading: 10/15/18
Public Notice: 10/16/18
2nd Reading: 11/19/18
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-55-18

AN ORDINANCE APPROVE A PUD-R ZONING CLASSIFICATION FOR 68.54+ ACRES LOCATED SOUTH OF ORDERS ROAD AND EAST & WEST OF HAUGHN ROAD UPON ITS ANNEXATION TO THE CITY OF GROVE CITY

WHEREAS, a petition was filed with the Planning Commission of the City of Grove City praying for the recommendation of said Commission in regard to the zoning classification of certain premises, upon its annexation to the City, hereinafter described; and

WHEREAS, the Planning Commission approved the PUD-R with Zoning Text, Zoning Classification request on October 02, 2018; and

WHEREAS, a copy of the annexation, together with a map and zoning classification request and the recommendation of the Planning Commission has been on file in the Clerk's office for thirty days for public inspection.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT

SECTION 1. The following described premises shall be given a zoning classification of PUD-R with zoning Text (Planned Unit Development – Residential), upon its annexation to the City of Grove City, Ohio:

Situated in the State of Ohio, County of Franklin, City of Grove City and being part of Virginia Military Survey #1434 and containing 68.545 acres. Said 68.545 acres being all the remainder of that Original 88.001 acre tract of land as conveyed to Joseph D. Brown and Marcia L. Brown of record, and being more fully described in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. The comprehensive zoning map is hereby amended to conform to the provisions of this ordinance.

SECTION 3. This Ordinance shall take effect at the earliest opportunity allowed by law.

Steven R. Robinette, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance

C-5578

**Parcel Description
~ 68.545 Acre ~
South of Orders Road
West of Hoover Road
-1-**

Situated in the State of Ohio, County of Franklin, Township of Jackson, Virginia Military Survey No. 1434 and containing 68.545 acres, said 68.545 acres being all of the remainder of that Original 88.011 acre tract of land as conveyed to Joseph D. Brown and Marcia L. Brown of record in Instrument No. 201209140136739 and all of Reserve "A" of the Haughn Heights Subdivision of record in Plat Book 37, Page 67, said Reserve "A" also being conveyed to Joseph D. Brown and Marcia L. Brown of record in Instrument No. 201209140136739, said 68.545 acres more particularly described as follows;

Beginning for Reference, at Franklin County Geodetic Survey monument 2018 found at the centerline intersection of Orders Road (R/W Varies) and Haughn Road (R/W Varies), said monument also being the northeasterly corner of that 0.896 acre tract of land as conveyed to the Franklin County Commissioners of record in Instrument No. 200408170192072 and the northwesterly corner of that 0.204 acre tract of land as conveyed to the City of Grove City of record in Instrument No. 201505140062886;

Thence S 02° 36' 56" W, with the easterly line of said 0.896 acre tract, with the westerly line of said 0.204 acre tract, with the westerly line of that 0.062 acre tract of land as conveyed to the City of Grove City of record in Instrument No. 201507060090398, the westerly line of that 0.096 acre tract of land as conveyed to the City of Grove City of record in Instrument No. 201508130112369 and with the centerline of said Haughn Road, 554.95 feet to a P.K. nail set at the southwesterly corner of said 0.096 acre tract and a northeasterly corner of the remainder of said Original 88.011 acre tract, the ***True Point of Beginning***;

Thence with northerly lines of the remainder of said Original 88.011 acre tract, the southerly line of said 0.096 acre tract and southerly lines of that 4.422 acre tract of land as conveyed to Rebecca L. Absten & Michael J. Absten of record in Instrument No. 200406090133243, the following five (5) courses and distances:

S 87° 08' 42" E, 257.38 feet to a point, witness a 3/4" iron pin found (0.22' N. and 0.22' W);

N 87° 13' 25" E, 143.26 feet to a point, witness a 3/4" iron pin found (0.21' S. and 0.31' W);

N 66° 46' 19" E, 161.92 feet to a point, witness a 3/4" iron pin found (0.11' N. and 0.07' W);

N 70° 52' 49" E, 213.52 feet to a 3/4" iron pin found (bent);

N 81° 29' 35" E, 126.03 feet to a 3/4" iron pin found at the southeasterly corner of said 4.422 acre tract and the southwesterly corner of that tract of land as conveyed to Richard L. Greenway & Jaynce R. Greenway of record in Instrument No. 201303270050839;

Thence N 78° 52' 31" E, with the northerly line of the remainder of said Original 88.011 acre tract and the southerly line of said Greenway tract, 103.09 feet to an iron pin set at the southeasterly corner of said Greenway tract and the southwesterly corner of Lot 1 of said Haughn Heights;

Thence N 79° 13' 05" E, with the northerly line of the remainder of said Original 88.011 acre tract and with the southerly line of said Lot 1, 119.51 feet to an iron pin set at the southeasterly corner of said Lot 1 and the southwesterly corner of said Reserve "A";

Thence with the westerly lines of said Reserve "A" and the easterly lines of said Lot 1, the following four (4) courses and distances:

N 02° 03' 57" E, 109.08 feet to an iron pin set at a point of curvature;

with a curve to the left, having a central angle of 30° 00' 00" and a radius of 120.00 feet, an arc length of 62.83 feet and a chord bearing and distance of N 12° 55' 57" W, 62.12 feet to an iron pin set at a point of reverse curvature;

Parcel Description
~ 68.545 Acre ~
South of Orders Road
West of Hoover Road
-3-

Thence N 87° 25' 34" W, with the southerly line of said Original 88.011 acre tract and the northerly line of said 85.00 acre tract, 1786.67 feet to an iron pin set at the southwesterly corner of said Original 88.011 acre tract, the northwesterly corner of said 85.00 acre tract and in the easterly line of that tract of land as conveyed to the City of Grove City, Ohio of record in Official Record 28297, Page A07;

Thence N 03° 31' 02" E, with the westerly line of said Original 88.011 acre tract and the easterly line of said City of Grove City, Ohio tract, 1213.00 feet to an iron pin found at the southwesterly corner of that 2.250 acre tract of land as conveyed to the City of Grove City, Ohio of record in Instrument No. 201410310144844, said corner being in the southerly right-of-way line of said Orders Road;

Thence with the southerly line of said 2.250 acre tract, the northerly line of the remainder of said Original 88.011 acre tract and along said southerly right-of-way line, the following three (3) courses and distances:

S 87° 38' 11" E, 0.77 feet to an iron pin set at an angle point;

S 87° 05' 27" E, 445.23 feet to an iron pin set at an angle point;

S 86° 58' 52" E, 514.18 feet to an iron pin set at a northwesterly corner of that Original 15.974 acre tract of land as conveyed to Franklin County Finance Authority of record in Instrument No. 201512100173299

Thence S 02° 36' 56" W, with the westerly line of said Original 15.974 acre tract, 889.53 feet to a point, witness a 5/8" rebar found (0.12' S.)

Thence S 82° 23' 04" E, with a southerly line of said Original 15.974 acre tract and the southerly line of a 0.290 acre tract of land as conveyed to the City of Grove City of record in Instrument No. 201511190163841, 810.50 feet to a P.K. nail set at the southeasterly corner of said 0.290 acre tract and in the centerline of Haughn Road;

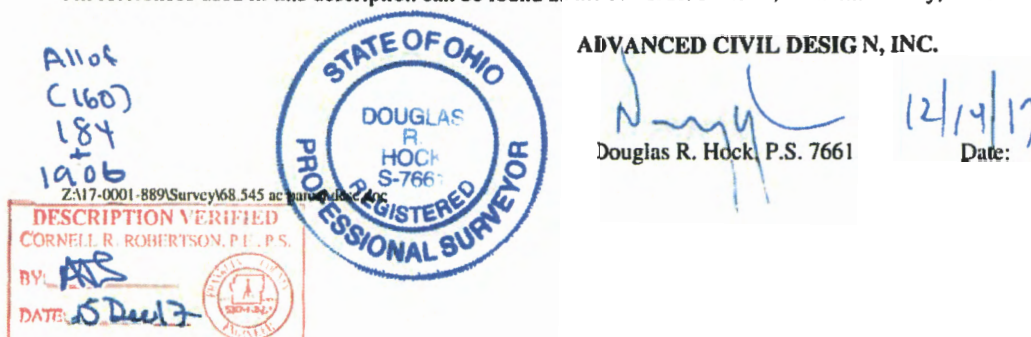
Thence N 02° 36' 56" E, with the easterly line of said 0.290 acre tract, partially with the easterly line of said 0.896 acre tract and with the centerline of said Haughn Road, 449.63 feet to the *True Point of Beginning*. Containing 68.545 acres, more or less, inclusive of the present right-of-way which occupies 0.432 acres, more or less. Subject to all legal restrictions, easements and/or rights-of-way.

This description is based on existing records from the Franklin County Recorder's and the Franklin County Auditor's Office and an actual field survey by Advanced Civil Design, Inc. in November, 2017. A drawing of the above description is attached hereto and made a part thereof.

Bearings are based on the bearing of S 02° 36' 56" E for the centerline of Haughn Road between F.C.G.S. 2018 found and F.C.G.S. 2017 found (Ohio State Plane Coordinate System, South Zone, NAD83, NSRS 2007) and as established using a GPS survey.

Iron pins set are 3/4" diameter iron pipe, 30" long and capped Advanced 7661.

All references used in this description can be found at the Recorder's Office, Franklin County, Ohio.



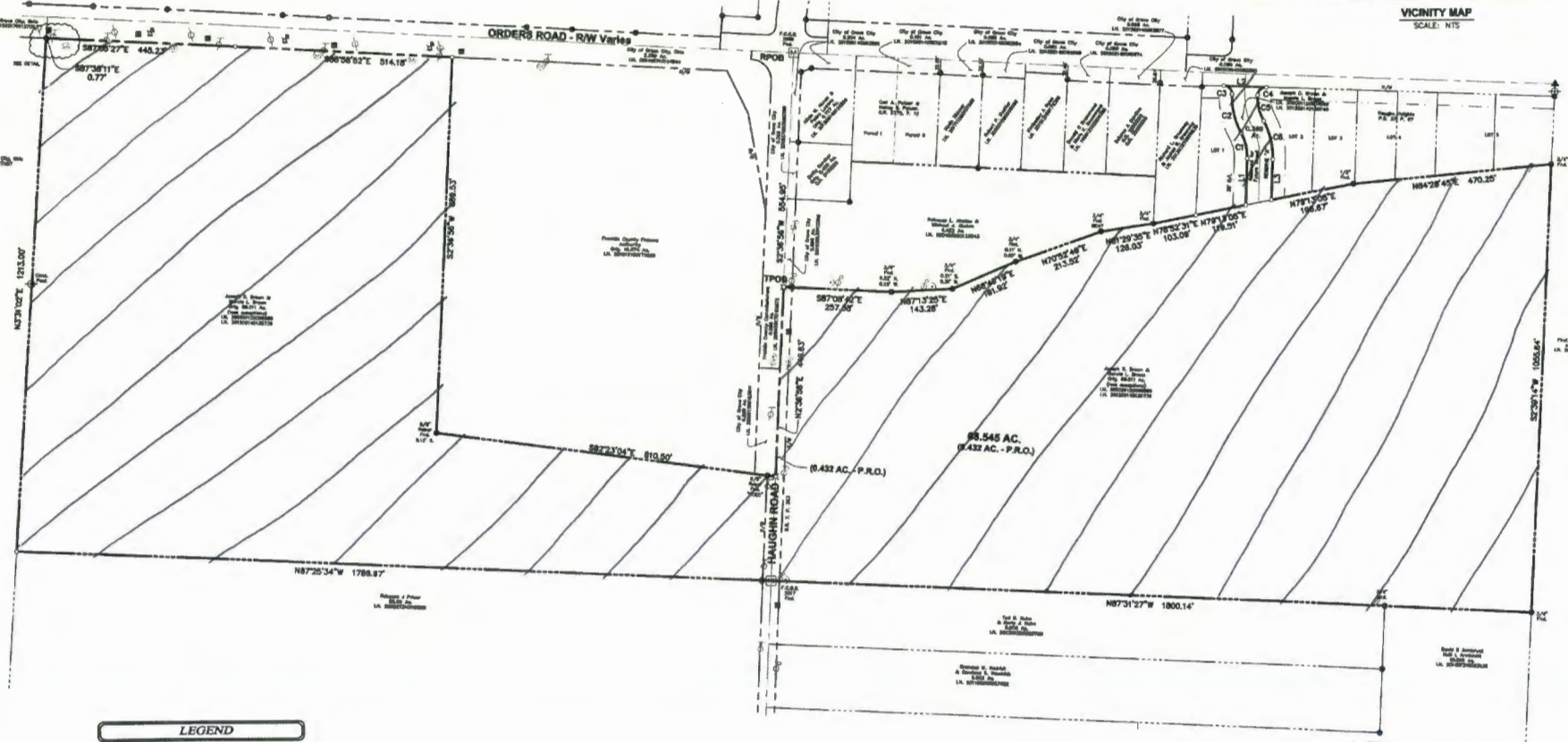
PARCEL EXHIBIT HAUGHN ROAD & ORDERS ROAD 68.545 AC. (By Survey)

TOWNSHIP OF JACKSON, FRANKLIN COUNTY, OHIO
SURVEY NUMBER 1434, VIRGINIA MILITARY SURVEY

Detail - 1" = 5'



VICINITY MAP
SCALE: NTS



LEGEND

- Iron Pin Found
- Iron Pin Set W / Cap
- ✕ Pin Not Found
- ✕ Pin Not Set
- ▲ N/S Spike Found
- △ N/S Spike Set
- Monument Set
- ⊙ Monument

Bearings are based on the bearing of S 02° 30' 30" E for the centerline of Haughn Road, bearing T.C.S. 2018 found and T.C.S. 2017 found (Ohio State Plane Coordinate System, South Zone, NAD83, NAD83 2017) and an established survey is GPS survey.

Iron pins set are 3/4" diameter iron pins, 30" long and capped Advanced 7801.

GRAPHIC SCALE



LINE	BEARING	DISTANCE
L1	N02°03'37"E	108.00'
L2	N87°30'00"E	100.32'
L3	S02°03'37"W	86.40'

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DIST.
C1	03°02'00"	120.00'	63.67'	N12°58'37"W	63.17'
C2	03°01'49"	180.00'	84.85'	N12°48'37"W	83.88'
C3	01°05'49"	25.00'	31.82'	N43°49'31"W	28.57'
C4	09°01'00"	25.00'	31.42'	S47°03'37"W	28.58'
C5	02°39'34"	120.00'	63.67'	S12°58'00"E	63.11'
C6	03°02'00"	180.00'	84.85'	S12°58'37"E	83.17'

ADVANCED CIVIL DESIGN, INC.

Signature
Douglas R. Reed, P.E. 2017

12/14/17
Date



Township of Jackson, Franklin County, Ohio
Survey Number 1434, Virginia Military District

Parcel Exhibit

PLAN PREPARED BY: SCB
CHECKED BY: [Signature]

432 Swanton Road
Delaware, Ohio 43015
Ph: 614.688.7700
Fax: 614.688.7700

ADVANCED CIVIL DESIGN

SCALE: 1" = 100'
DATE: December 13, 2017 SHEET: A-2
JOB NO.: 17-0001-889

C-55-18

C-55-18

**BROWN'S FARM DEVELOPMENT
PLANNED UNIT DEVELOPMENT-RESIDENTIAL (PUD-R)**

ZONING TEXT

- I. INTRODUCTION. This Zoning Text (the "Text") establishes the permitted land uses, residential densities, minimum lot sizes, and other development standards for the development comprising the 68.5+ acres of land generally located south of Orders Road, and on the east and west side of Haughn Road, as more accurately depicted on the Preliminary Development Plan dated December 2017 and described in the legal description submitted with the zoning application (the "Property"). The Property or, as sometimes referred to herein, the "Brown's Farm", is a planned community development designed around the natural stream corridor.
- II. COMPATIBILITY. The Property is to be segmented into two subareas in order to acknowledge differences and maximize the compatibility among adjacent land uses. Each subarea shall have its own set of use and development standards to reflect qualities and characteristics of the adjacent areas. Roadways and connections are to be configured in a manner to allow for safe and efficient connectivity to the existing road network. Roads shall be designed and sized to promote safe travel routes and conditions for pedestrians, bicycles as well as automobiles. Construction of roadway connections are subject to the review, approval and participation from and by the City of Grove City.
- III. SEVERABILITY. All provisions of this Text are severable. If a court of competent jurisdiction determines that a word, phrase, clause, sentence, paragraph, subsection, section or other provision is invalid or that the application of any part of the provision to any person or circumstances is invalid, the remaining provisions and the application of those provisions to other persons or circumstances are not affected by that decision.
- IV. APPLICABILITY. The standards and provisions outlined within the Text shall apply to the 68.5+ acres of land as described above unless otherwise approved by Grove City Council. Other provisions of the Grove City Code, including the Standard Drawings and other policies shall only apply to the extent that this Text does not address such matters.
- V. CONFLICT. When there appears to be, or there is in fact, a conflict between the Text and Development Plan, the more restrictive requirement/standard shall apply.
- VI. DEVIATION. The standards, requirements and uses may be deviated from upon the request of City or Developer during the development plan review process as long as such requests are consistent and harmonious with the overall intent and character of the development and do not diminish, detract or weaken the overall compatibility between uses in proximity of the Property. Deviations shall not be granted to individual homeowners, such individuals seeking relief from the Text or Zoning Code shall do so through the appeals process as set forth in Grove City Code.
- VII. GENERAL REQUIREMENTS.
 - A. Streets / Sidewalks
 1. Pavement Width. Streets will be private and shall have a minimum pavement width of 24 feet measured from face-of-curb to face-of-curb. For street less than 28 feet in width, there shall be no parking on either side of the street.
 2. Front Walks. Five-foot-wide concrete sidewalks shall be installed along all private roadways. Subarea A walkways are generally on both sides of streets and Subarea B along one side of streets; however, the final location of sidewalks shall be approved with the final development plan.
 3. Service Walks. All homes shall have walks from the driveway to the front door of the house.

B. Landscaping.

1. Entrance Features. The general massing, location and species of plants and additional hardscape for the entry features shall be approved with the final development plan for both Subareas A & B. Sod shall be used at the entrance features and the area to be sodded shall be approved as a part of final development plan. Entrance features shall have a uniform appearance, utilizing the same materials, general scale and massing of landscaping, in both subareas to create the appearance of a unified development.
2. Street Trees. Tree location varies based on driveway locations on each lot and will be determined with the development of each lot. Street trees shall be 2" caliper at planting and planted behind the sidewalk in front of house as shown on the final development plan. The care, replacement and maintenance of the street trees shall be handled by the owner. The applicant will work with the Urban Forester to select the varied tree species for the site as shown on the final development plan.
3. Existing trees. Some trees within noted areas may be removed along with dead and dying trees and those that must be removed for the construction of underground utilities. With the exception of the construction of such underground utilities, heavy construction equipment must be kept away from the protected trees and these areas will be protected with snow fence during construction.
4. Tree Preservation Area. The northern perimeter of the property found in Subarea B is wooded. As shown on the development plan a tree preservation area shall be established along a portion of the current northern boundary of the Property. No trees shall be removed from the aforesaid tree preservation areas except for removal of dead trees (as confirmed by the City's Urban Forester) and/or construction of underground utilities and bike path. Heavy construction equipment must be kept away from the tree preservation areas with exception for the construction underground utilities and bike path. Boundaries for heavy construction equipment shall be determined by the City's Urban Forester and shall be protected with snow fence during construction.
5. Grass. All common areas and prominent roadway areas shall be sodded (including but not limited to Orders road, Haughn Road and Discovery Drive) and seeded in compliance with Section 1136.11 of the City Code.
6. Service Structures. Service structures shall be screened in compliance with Section 1136.08 of the City Code.
7. Landscape and Tree Plan. A tree and landscape concept plan will be submitted as part of this plan application. Final landscape plans will be submitted with final development plan.
8. Special Flood Hazard Area Encroachment. If any road, utility structure, detention pond or structures are located in a special flood hazard area than a development permit shall be submitted for approval before such encroachment is allowed.
9. Individual Home and Apartment Building Landscaping. Each home in Subarea B will have three (3) trees and five (5) shrubs and landscaping beds per Section 1136.09(a)(1) of the Zoning Code. Landscaping around the apartment buildings shall be approved as shown on the final development plan.
10. Mounding. Any mounding shall be provided in certain areas around the site and the location and height will be shown on the final development plan.
11. Any pond(s) located along or visible from public roadways shall feature enhanced landscaping, exceeding the minimum Code requirements.

C. Lighting. Decorative street lighting will be installed on alternating sides of all streets within both subareas. Designs will be submitted and approved as part of the final development plan.

D. Pools. No above ground swimming pools shall be erected or permitted.

- E. Mailboxes. Each home will have the same style of decorative pole mounted mailbox in Subarea B unless US Post Office requires gauged mailboxes. Design will be submitted and approved as part of the final development plan. Subarea A shall utilize mail kiosks for individual delivery and shall be sited with help from the US Postal Service. All mail kiosks or grouped mailboxes shall utilize colors and/or decorative materials in character with other site fixtures or structures in the development, with supplemental landscaping at the base.

F. Fences.

1. Screening. Decorative screening for the purpose of providing privacy, not exceeding 5-foot in height, shall be permitted to be installed between patios located immediately adjacent to dwellings. A 4-foot height decorative black metal fence will be located around the dog park.
2. Orders Road Frontage. Decorative 3-rail black wood fencing shall be installed along Subarea A's Order Road frontage.

VIII. SUBAREA REQUIREMENTS

A. Subarea A – 34.35 acres

1. Intent. The intent of this subarea is to provide housing choices that are active-adult & senior friendly living as a compliment to the assisted care facility abutting the site and the condominium development and/or fee simple development located in Subarea B. As such all units are to incorporate the same quality of design, detail and level of exterior finishes.
2. Permitted Uses. Ranch-style multi-family residential use shall be permitted within this subarea. Subarea A consists of 34.35 acres containing no more than 220 multi-family units.
3. Unit Sizes: The minimum unit size in Subarea A shall be 1,070 square feet.
4. Yard Dimensions.
 - a. Front Yard. The front yard building setback shall be a minimum of 22 feet from the edge of pavement of private roadway(s).
 - b. Rear Yard. The minimum required rear yard shall be 35 feet between rear of units and 25' from Subarea A's outer boundaries.
 - c. Side Yard. The side yard setback shall be a minimum of 20 feet between structures.
 - d. Encroachments. Patios for the unit may encroach into any yard up to 8 feet.
 - e. Building Setbacks. The buildings setback off Order's Road shall be 40' and the building setback off Haughn Road shall be 50'.
5. Site and Building Design.
 - a. Materials. Architecture with common window fenestration will be used to reflect a continuity of materials and architectural design for all elevations. Cultured stone and vinyl siding shall be used on the exteriors. The vinyl siding will include a mixture of lap, board/batten and shake style materials. For those units facing Orders Road the front façade shall be finished with 40% of masonry materials. For those units facing the internal road system the front façade shall utilize 20% mason materials. No high chroma colors shall be permitted in a building material.
 - b. Building Height. The maximum building height shall be 35 feet measured from the grade of the front elevation of the building.
 - c. Roof. All roof pitches must fall within the range of 6/12 – 12/12 with the exception of porch roof pitches which may not be less than 4/12. The roof material will be dimensional architectural shingles.
 - d. Driveways. Driveways shall be constructed of asphalt or concrete.
 - e. Other Structures. Other structures shall include a clubhouse with a maximum height of 35' which shall utilize similar materials as the units.
 - f. Outdoor Space. Patio treatments concrete should be utilized.
 - g. Garage Size/Garage Doors. To the extent possible with a front-loaded design, garage doors shall be de-emphasized and shall blend with the design character and color of

h. Orders Road Frontage. All structures fronting on Orders Road shall be rear-loaded to place the front doors of homes facing Orders Road. Structures along Orders Road shall feature variations in roofline, an offset in individual units, or other architectural features to break up the mass of structures.

- B. Subarea B – 36,403 acres

- 4

6. Entry Signage. One entry sign and column style signs may be located at the Haughn Road entry way, with the final design approved as part of the development plan. Landscaping, irrigation and lighting for the entrance feature will be approved as part of the development plan.

Date: 11/08/18
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-66-18
1st Reading: 11/19/18
Public Notice: 11/20/18
2nd Reading: 12/03/18
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-66-18

AN ORDINANCE TO APPROVE THE USE FOR MICROBLADING FOR STUDIO ON PARK HAIR SALON AND DAY SPA LOCATED AT 3330 PARK STREET

WHEREAS, Studio on Park Hair Salon and Day Spa (Amy Cattett), applicant, has submitted a request for the allowable Use of Microblading, as provided for in Section 1135.09; and

WHEREAS, on November 6, 2018, the Planning Commission of the City of Grove City recommended the approval of this Use at this location, with the stipulation that:

1. The Use shall be limited to microblading and permanent makeup only.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The Use of Microblading for Studio on Park Hair Salon and Day Spa located at 3330 Park Street is hereby approved, contingent upon the stipulation set by Planning Commission.

SECTION 2. This ordinance shall take effect at the earliest opportunity allowed by law.

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 11/14/18
Introduced By: Mr. Schottke
Committee: Lands
Originated By: City Clerk
Approved: _____
Emergency: 30 Days
Current Expense: _____

No.: CR-60-18
1st Reading: 11/19/2018
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-60-18

A RESOLUTION TO SET FORTH, AS REQUIRED BY SECTION 709.031 OF THE OHIO REVISED CODE THE MUNICIPAL SERVICES THAT CAN BE FURNISHED TO 15.8+ ACRES LOCATED EAST OF BROADWAY AND NORTH OF ORDERS ROAD IN JACKSON TOWNSHIP UPON ITS ANNEXATION TO THE CITY OF GROVE CITY

WHEREAS, a petition to annex 15.8+ acres located East of Broadway and North of Orders Road, in Jackson Township to the City of Grove City and signed by Jonathan Wilcox of Harrisburg Pike Investors, LLC, was filed with the Board of County Commissioners of Franklin County, Ohio; and

WHEREAS, a hearing on this petition is scheduled before the Board of County Commissioners of Franklin County; and

WHEREAS, Section 709.031 of the Ohio Revised Code requires that the legislative authority of the municipality to which the annexation is proposed adopt a statement indicating what services, if any, the municipal corporation will provide to the territory proposed for annexation upon its annexation.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

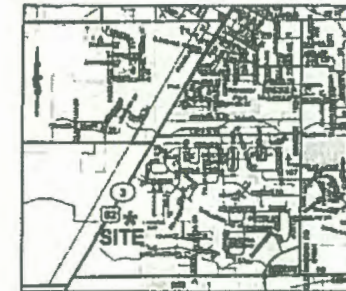
SECTION 1. Upon its annexation to the City of Grove City, the 15.8+ acres located East of Broadway and North of Orders Road, proposed for annexation by Jonathan Wilcox of Harrisburg Pike Investors, LLC, will receive the following municipal services from the City of Grove City:

Fire:	Jackson Township will continue to provide Fire protection.
Police:	The City of Grove City, Police department, will provide police protection.
Water:	The City of Grove City has a water service area contract with the City of Columbus, and the subject property is within the service area. Conditional on the ability of the City of Columbus to provide water, the City of Grove City will have the ability to service this area. It is understood that all water line extensions are the responsibility of the property owner, and upon the receipt of all necessary permits and payments of all costs for connections thereto, such service shall become immediately available.
Sanitary Sewer:	The City has a written service area contract with the City of Columbus and the subject property is within the service area. Conditioned on the ability of the City of Columbus to provide sufficient sewage disposal capacity, the City of Grove City will have the ability to service the area. It is understood that all extensions of the sanitary sewer service is the responsibility of the property owner, and upon the receipt of all necessary permits and payments of all costs for connections thereto, such service shall become immediately available.
Solid Waste Collection:	Subject property is now serviced by and will continue to be serviced by a publicly bid contract for solid waste and recycling services.
Zoning:	In accordance with Section 1139.05(a) the Codified Ordinances of Grove City, Ohio, all annexed territory zoned under County or Township zoning shall be classified at the most comparable district of the Grove City Zoning Code, unless otherwise requested by the petitioner and approved by the City Council at which time a buffer will be required if the requested zoning classification is clearly incompatible with uses permitted under current county or township zoning regulations in the adjacent land remaining within the township from which the territory is to be annexed.

SECTION 2. This resolution shall take effect at the earliest opportunity allowed by law.

Steven R. Robinette, President of Council

CR-60-18



Location Map - NTS

15.8± ACRE ANNEXATION FROM THE TOWNSHIP OF JACKSON TO THE CITY GROVE CITY

Jackson Township, Franklin County, Ohio
Virginia Military Survey No. 1383

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
CORNELL R. ROBERTSON, P.E., P.S.
FRANKLIN COUNTY ENGINEER

By Date 10/25/18

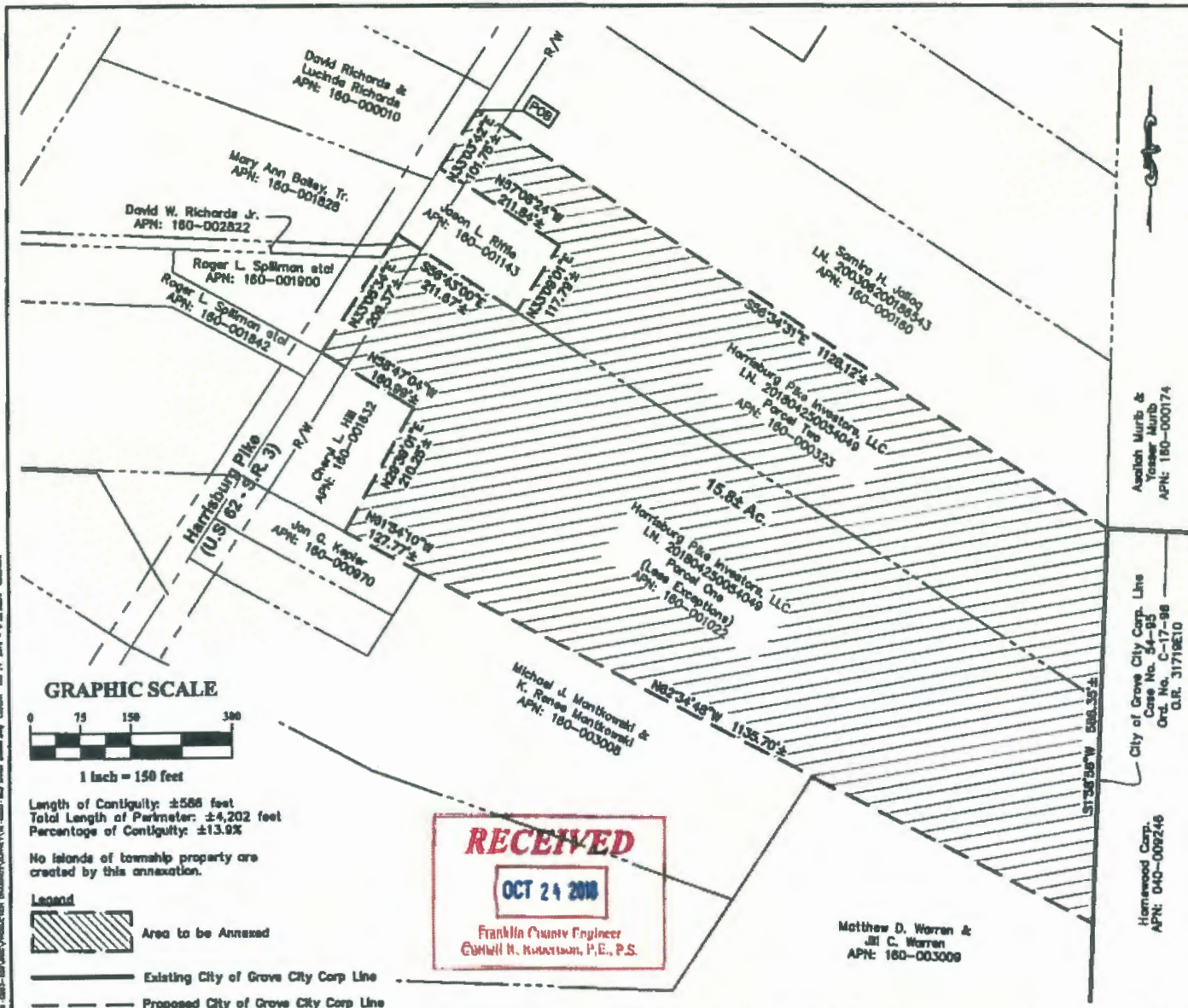


Douglas R. Hock, P.S. 7661

Date: 10/24/18

Advanced Civil Design, Inc.
422 Beecher Road
Gahanna, OH 43230
Phone 614-428-7750

Job No.: 18-0003-889
Date: 10/17/2018



CR-60-18

RECEIVED

OCT 24 2018

Franklin County Engineer
Cornell R. Robertson, P.E., P.S.

By CR Date 10/25/18

Annexation description of a 15.8+/- acre tract of land located in Jackson Township
to be annexed to the City of Grove City

-1-

Situated in the State of Ohio, County of Franklin, Township of Jackson, Virginia Military Survey No. 1383, being a 15.8± acre tract of land, said 15.8± acre tract being all of the land described as Parcel One (less exceptions) and Parcel Two as conveyed to Harrisburg Pike Investors, LLC of record in Instrument Number 201804250054049, said 15.8± acre tract being more particularly described as follows:

Beginning, at a northerly corner of said Parcel Two, at a westerly corner of a tract of land conveyed to Samira H. Jallaq of record in Instrument Number 200306200186543, in a southeasterly line of a tract of land conveyed to David and Lucinda Richards and being in the centerline of Harrisburg Pike (U.S. 62 - S.R. 3);

Thence S 56° 34' 31" E along the northeasterly line of Parcel Two and along the southwesterly line of said Jallaq tract, about 1128.12± feet to a common corner thereof, being a southwesterly corner of a tract of land conveyed to Asaliah Murib and Yasser Murib, being a northwesterly corner of a tract of land conveyed to Homewood Corp and being a northwesterly corner of a City of Grove City Corporation Line (Case No. 54-95, Ord. No. C-17-96, O.R. 31719E10);

Thence S 01° 58' 58" W along the easterly lines of Parcel Two and Parcel One and along the westerly line of said Homewood tract and said City of Grove City Corporation Line, about 586.35± feet to a southeasterly corner of said Parcel One and a northeasterly corner of a tract of land conveyed to Matthew D. and Jill C. Warren;

Thence N 62° 34' 48" W along the southerly line of Parcel One, along the northeasterly line of said Warren tract, along a northeasterly line of a tract of land conveyed to Michael J. and K. Renee Mantkowski, and leaving the westerly line said City of Grove City Corporation Line, about 1135.70± feet to an angle point in the southerly line of said Parcel One, being a northerly corner of said Mantkowski tract and an easterly corner of a tract of land conveyed to Jon G. Kepler;

Thence N 61° 54' 10" W along the southerly line of Parcel One and along a portion of the northeasterly line of said Jon G. Kepler, about 127.77± feet to a westerly corner of said Parcel One and at the southerly corner of a tract of land conveyed to Cheryl L. Hill;

Thence N 29° 39' 01" E along a northwesterly line of Parcel One and the southeasterly line of said Hill tract, about 210.25± feet to a common corner thereof;

Thence N 58° 47' 04" W along a southwesterly line of Parcel One and a northeasterly line of said Hill tract, about 160.99± feet to a common corner thereof, being a easterly corner of a tract of land conveyed to Roger L. Spillman, et al, a southerly corner of a second tract of land conveyed to Roger L. Spillman, et al and being in the centerline of said Harrisburg Pike (U.S. 62 - S.R. 3);

Thence N 33° 05' 34" E along a northwesterly line of Parcel One, along the southeasterly line of second Spillman tract, along a southeasterly line of a tract of land conveyed to David W. Richards, Jr., along a portion of a southeasterly line of a tract of land conveyed to Mary Ann Bailey, Tr. and along said centerline, about 209.37± feet to a northerly corner of said Parcel One and a westerly corner of a tract of land conveyed to Jason L. Riffle;

Thence S 56° 43' 00" E along a northeasterly line of Parcel One, along the southwesterly line of said Riffle tract and leaving said centerline, about 211.67± feet to a common corner thereof and being the westerly corner of said Parcel Two;

Thence N 33° 09' 01" E along a northwesterly line of Parcel Two and a southeasterly line of said Riffle tract, about 117.79± feet to a common corner thereof;

Thence N 57° 08' 24" W along a southwesterly line of Parcel Two and the northeasterly line of said Riffle tract, about 211.84± feet to a common corner thereof, in a southeasterly line of said Richards tract and in the centerline of said Harrisburg Pike (U.S. 62 - S.R. 3);

Thence N 33° 03' 42" E, along a northwesterly line of said Parcel Two, along the southeasterly line of said Richards tract and along said centerline, about 101.75± feet, to the True Point of Beginning.

**Annexation description of a 15.8+/- acre tract of land located in Jackson Township
to be annexed to the City of Grove City**

-2-

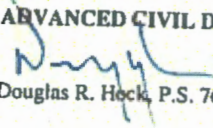
Containing approximately 15.8± acres of land, more or less. The above description was written by Advanced Civil Design on October 17, 2018. A drawing of the above description has been prepared and is a part hereof.

The total length of the annexation perimeter is about 4,202± feet, of which about 586± feet are contiguous with existing City of Grove City Corporation Lines, being 13.9%± contiguous. This annexation does not create any islands of township property.

Bearings shown hereon are based on GIS line work provided by the Franklin County Auditor's Office.

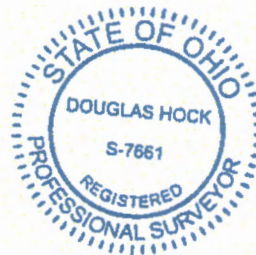
This description was written for annexation purposes only and is not intended to be used in the transfer of lands.

ADVANCED CIVIL DESIGN, INC


Douglas R. Hock, P.S. 7661

10/24/18
Date:

Z:\18-0003-889\Survey\18-0003-889 15.8 ac annex desc.doc



Date: 10/30/18
Introduced By: Ms. Houk
Committee: Safety
Originated By: Mr. Schottke
Sponsor:
Emergency: 30 Days:
Current Expense:

No.: C-60-18
1st Reading: 11/05/18
Public Notice: 11/06/18
2nd Reading: 11/19/18
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-60-18

AN ORDINANCE TO AMEND SECTION 1135.10(e)1 OF THE CODIFIED ORDINANCES TITLED RESIDENTIAL DISTRICT REQUIREMENTS

WHEREAS, Section 1135.10 set the requirements for Residential development; and

WHEREAS, there is a need for additional requirements to enhance the residential developments within the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, COUNTY OF FRANKLIN, AND STATE OF OHIO, THAT:

SECTION 1. Section 1135.10(e) shall be amended as follows:

- (l) There shall be no exposed, unfinished wall or porch foundations. All exposed foundation concrete or block must be finished with one of the following; brick, veneer brick, stone, cultured stone designed by the manufacturer for at-grade or below-grade installation.
- (z) Deviation from the minimum requirements of this section may be approved by the Planning Commission and Council.

SECTION 2. This ordinance shall take effect at the earliest opportunity allowed by law.

Steven R. Robinette, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

FOUNDATION AND PORCH FINISHES

Plain Block Foundation



Stone Finished Foundation



Painted Block Foundation



Porch Finished Foundation



Date: 10/30/18
Introduced By: Ms. Houk
Committee: Safety
Originated By: Ms. Houk
Sponsor : _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-61-18
1st Reading: 11/05/18
Public Notice: 11/06/18
2nd Reading: 11/19/18
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-61-18

AN ORDINANCE TO AMEND SECTION 725.07 OF THE CODIFIED ORDINANCES OF THE CITY OF GROVE CITY, OHIO TITLED CONTAINER REGULATIONS.

WHEREAS, as part of the City's new trash and recycling franchise agreement, each resident received one (1) sixty-five (65) gallon recycling cart; and

WHEREAS, the City currently has regulations regarding the storage of trash and recycling containers but these regulations need to be updated to account for the larger, more visible carts.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. Section 725.01 is hereby amended, in part, as follows:

(g) "Recycling" means the action or process of converting garbage and refuse into reusable materials.

(h) "Yard waste" means leaves, grass clippings, weeds, Christmas trees, bushes and brush and branch clippings.

SECTION 2. Section 725.07 is hereby amended, in part, as follows:

(a) Garbage, refuse, and recycling shall be placed in containers and the containers must be placed curbside or in the absence of curbs, the edge of a traversable roadway, for collection. All garbage, refuse or recycling material shall be placed in a container which shall not exceed ninety-five gallons and/or fifty pounds in weight when filled. Each household shall provide a sufficient number of metal or other leakproof containers with tight fitting lids with a maximum capacity of not more than thirty gallons for storage of garbage. Refuse shall be placed in containers, which shall not exceed fifty pounds in weight when filled. Newspapers, magazines or other loose materials shall be placed in closed containers or securely bundled. All such containers shall be taken to the curb or in the absence of curbs, the edge of a traversable roadway, no sooner than 5:00 p.m. the day before collection. After collection, containers shall be returned, by 8:00 p.m. on the day of pick-up, to the interior of the garage of the residence or to a location at the side or rear of the residence where they are not visible from the street or adjacent properties at ground level. unless because of sanitary, safety or other factors, the Director of Public Service by rule or regulations, designates that such containers shall be placed at the rear, or elsewhere on the lot. After collection or following the regularly scheduled day for collection of garbage and refuse, the owner or household shall within twenty-four hours return such containers to the rear or other inconspicuous location on the lot.

(c) All large household items such as washers, dryers, refrigerators, hot water tanks, furniture, bedding, Christmas trees, etc. shall be placed at the curb. ~~All brush and tree limbs shall be tied in four foot bundles and not exceed fifty pounds in weight.~~

(d) Yard waste shall be placed in clearly labeled reusable yard waste collection containers or biodegradable yard waste bags for collection, which shall not exceed fifty pounds. Brush and tree limbs may also be tied in four-foot bundles that do not exceed fifty pounds in weight. If containers are used, they shall be stored pursuant to the same requirements set forth in section (a) above. Only yard waste generated on the resident's property shall be placed adjacent to said property for collection.

SECTION 3. This Ordinance shall take effect at the earliest opportunity allowed by law.

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 10/17/18
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Turner
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense:

No.: C-62-18
1st Reading: 11/05/18
Public Notice: 11/06/18
2nd Reading: 11/19/17
Passed: Rejected.
Codified: Code No:
Passage Publication:

ORDINANCE C-62-18

AN ORDINANCE TO APPROPRIATE \$10,000.00 FROM THE SENIOR NUTRITION FUND FOR CURRENT EXPENSES

WHEREAS, the Senior Nutrition Fund was established to account for the receipt and expenditure of donations for senior nutrition programs of the City; and

WHEREAS, LifeCare Alliance administers Meals on Wheels and a senior dining site at the Evans Center to provide hot nutritional meals for homebound residents and adults aged 60 and over in Grove City and Jackson Township; and

WHEREAS, approximately 300 individuals are served on a weekly basis through these programs in Grove City and Jackson Township; and

WHEREAS, the annual Mayors Cup Golf outing raised approximately \$10,000 beyond program expenses; and

WHEREAS, this appropriation will allow for a donation of \$10,000 to LifeCare Alliance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. There is hereby appropriated \$10,000.00 from the unappropriated monies of the Senior Nutrition Fund to account number 108000.559000.

SECTION 2. This ordinance appropriates for current expenses and shall therefore go into immediate effect.

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

I certify that there is money in the treasury, or is in the process of collection, to pay the within ordinance.

Michael A. Turner, Director of Finance

Date: 10/19/18
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Smith
Sponsor: Mr. Berry
Emergency: 30 Days
Current Expense: _____

No.: C-63-18
1st Reading: 11/05/18
Public Notice: 11/06/18
2nd Reading: 11/19/18
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-63-18

AN ORDINANCE TO APPROPRIATE \$397,973.00 FROM THE GENERAL FUND FOR THE CURRENT EXPENSE OF GANTZ PARK PLAYGROUND REDESIGN

WHEREAS, the Gantz Park playground is the most popular playground in the Grove City Park System; and

WHEREAS, the playground equipment is over 25 years old; and

WHEREAS, Gantz Park playground has been designated as a nature play area and the updated playground will meet this theme as well as be designated as an all-inclusive play area; and

WHEREAS, The City of Grove City has received a grant of \$300,000.00 from the State of Ohio Capital Budget Program; and

WHEREAS, The City of Grove City has received a matching grant from Gametime that needs to be executed before December 31, 2018; and

WHEREAS, the full amount for the project is \$397,973.00 including both grants; and

WHEREAS, appropriation authority is necessary to expend these monies.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. There is hereby appropriated \$397,973.00 from the unappropriated monies of the General Fund to be transferred to the Capital Improvement Fund and appropriated to account number 305000.603186 for the current expenses.

SECTION 2. This ordinance appropriates for current expenses and shall therefore go into immediate effect.

Steven Robinette, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

Date: 10/19/18
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Smith
Sponsor: Mr. Berry
Emergency: 30 Days:
Current Expense:

No.: C-64-18
1st Reading: 11/05/18
Public Notice: 11/06/18
2nd Reading: 11/19/18
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-64-18

AN ORDINANCE TO AUTHORIZE THE PURCHASE OF LOT 159
ON DEMOREST DRIVE IN THE HOLTON RUN SUBDIVISION AND APPROPRIATE
\$75,520.00 FROM THE GENERAL FUND FOR SAID PURCHASE AND RELATED EXPENSES

WHEREAS, the City wishes to acquire the property known as Lot 159 which is located on Demorest Drive in the Mitchell Crossing Section of the Holton Run Subdivision; and

WHEREAS, the lot was offered for sale to the City by the Homewood Corporation; and

WHEREAS, the purchase price of Lot 159 is under the appraised value of \$77,500.00.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, COUNTY OF FRANKLIN, AND STATE OF OHIO, THAT:

SECTION 1. Council hereby authorizes the purchase of the property labeled as Lot 159 located on Demorest Drive as set forth in Exhibit "A" and outlined in the Purchase Agreement as set forth in Exhibit "B".

SECTION 2. There is hereby appropriated \$75,520.00 from the unappropriated monies of the General Fund to amount number 100120.571000 for the Current Expense of said purchase and related expenses.

SECTION 3. This Ordinance shall take effect at the earliest opportunity allowed by law.

Steven R. Robinette, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

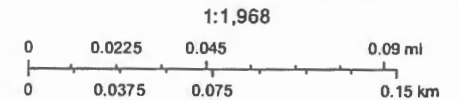
I certify that there is money in the treasury, or is in the process of collection, to pay the within ordinance.

Michael A. Turner, Director of Finance

Franklin County Auditors Office



October 18, 2018



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community

81-10-2

C-64-18

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (hereinafter called the "Agreement") is made and entered into this ___ day of _____ 2018, by and between **Homewood Corporation**, an Ohio corporation, whose address is 2700 E. Dublin-Granville Road, Columbus, OH 43231 (hereinafter referred to as "Seller"), and **City of Grove City**, whose mailing address is 4035 Broadway, Grove City, OH 43123 (hereinafter referred to as "Buyer").

WITNESSETH

WHEREAS, Seller covenants and warrants that Seller is the owner of real property situated in the **State of Ohio, County of Franklin, City of Grove City**, which property is subdivided into a subdivision known as **Holton Run, Section 6** for which the final plat has been prepared, a copy of which is attached hereto and made a part hereof as Exhibit "A".

WHEREAS, Seller will by recordation of the plat subdivide the premises described in Exhibit "A" into single family lots (hereinafter referred to as "the lots") suitable for construction by Buyer of single family residences thereon;

WHEREAS, Seller desires to sell to the Buyer and Buyer desires to purchase from the Seller the Lot(s) described herein;

NOW THEREFORE, in consideration of the foregoing and the covenants and warranties, terms and conditions hereinafter set forth, the parties agree as follows:

1. **PURCHASE AND SALE:** Subject to the provisions hereof, Seller agrees to sell and Buyer agrees to purchase and pay for, on the terms and conditions contained in this Agreement, lots in **Mitchell Crossing** as follows:

<u>Lot(s) No.</u>	<u>Price</u>
159	\$75,520

The total ("Purchase Price") shall be Seventy Five Thousand Five Hundred Twenty Dollars (\$75,520.00).

In addition, Buyer shall reimburse Seller for any pre-paid sewer and/or water taps, which shall be assigned to Buyer at closing.

The Purchase Price shall be payable as follows:

- (a) Upon execution of the Agreement, Buyer shall deposit with Seller the sum of **\$2,500.00** Dollars, which sum shall be credited at the closing toward the purchase of said lot as described herein.
 - (b) The balance of the Purchase Price for the lot shall be paid at the closing thereof by cashiers or certified check.
 - (c) Seller acknowledges that there are no sanitary sewer or water taps pre-paid and that there will be no reimbursements.
2. **RESTRICTIVE COVENANTS:** The parties agree that, pursuant to Seller's plan to enhance the property, restrictive covenants will be imposed upon the lots, a example of which has been attached to this Agreement as Exhibit "B" and made a part hereof. Any desire on the City's part to deviate or modify the Deed Restrictions will be the responsibility of the Buyer.
3. **ARCHITECTURAL APPROVAL:** Seller maintains architectural approval in Subdivision. Home plans, including elevations, floor plans, square footage, exterior materials and exterior colors must be submitted to Seller for approval prior to submitting for a building permit. Other uses, as may be approved, are also subject to Developer approval. Such approval shall not be unreasonably withheld.
4. **REPRESENTATION:** Seller agrees that all labor, materials and construction costs for the development of the lots has been or shall be paid in full by Seller on a current basis, that lots shall remain free and clear from all mechanic's liens and all other liens except a first mortgage lien and current taxes and assessments, provided, however, that should the filing of a lien against any lot due to alleged act(s) of Seller occur, Seller shall use its best effort to cause such lien to be resolved from the subject lot(s) forthwith and Seller shall have the right to contest, at its own expense, and in good faith, the validity or enforceability of any such lien.
5. **BUYER'S OBLIGATIONS:** Buyer shall be responsible, at its expense, for complying with any code requirements and specifications for curb removal, if any, and replacement of driveway approaches. Buyer agrees to remove all construction debris and excess soil or rock resulting from its building operations from the lots and will not dump excess soil or rock within the Subdivision in which said lots are located on or adjacent to land owned by Seller without obtaining prior approval from Seller. Buyer shall finish grade each lot, at its own expense and in conformity with the master grading plan prepared by Seller's engineer. Buyer agrees to, at its own expense, keep all public roadways within said Subdivision clear and free from debris caused by Buyer and to comply with all governmental ordinances and orders regarding same and to be responsible for the installation of public sidewalks and driveway approaches for each lot. Buyer is not interested in and will not sell lots to anyone interested in

holding such lots for further appreciation. Therefore, Seller requires and Buyer agrees to commence construction of the improvements on and to each lot(s) within a period not to exceed two (2) years from the date of closing of the purchase contemplated herein and to fully complete construction of any and all improvements on and to the lot(s) the subject hereof within a reasonable period of time from the date of commencing construction. If Buyer fails to meet either of the time requirements of this paragraph, Seller, at its option, may demand the Buyer shall comply with a reconveyance of each lot to Seller at the same purchase price as specified herein. It is understood that Buyer shall be responsible for payment of the standard fees and charges associated with water taps, sanitary sewer connections and system capacity charges normally paid by builders at the time building permits are obtained. In addition, Buyer agrees to responsibilities listed in Exhibit "C".

6. EVIDENCE OF TITLE: Seller shall furnish and pay for an Owner's closing title insurance commitment certified to no more than ten (10) days prior to the date of closing and after closing an owner's title insurance policy in the amount of the total Purchase Price. The Title commitment shall show title in Seller and the policy shall insure in Buyer a good and merchantable title in fee simple to the lot(s), free and clear of all liens and encumbrances whatsoever, except:

- (I) installments of real property taxes and assessments not then due and payable;
- (II) zoning ordinances;
- (III) legal highways and public rights of way;
- (IV) other items agreed to by Buyer;
- (V) items set forth in this Agreement;
- (VI) restrictions, conditions and utility easements of record which do not interfere with Buyer's intended use of the lot(s) for construction and sale of a residential dwelling.

Said title insurance shall be issued by a reputable title company licensed to do business in the State of Ohio. If title to the premises to be conveyed is defective or unmerchantable, or if any part thereof is subject to liens, encumbrances, easements, conditions or restrictions, other than those excepted above, or in the event of any encroachment, Seller shall have a reasonable time, not to exceed thirty (30) days after written notice thereof, within which to remedy or secure title insurance against such defect, lien encumbrance, easement, condition, restriction or encroachment within said thirty (30) day period, Buyer may at his option, within (30) days thereafter:

- a) purchase Seller's interest in the lot subject to such defect, lien encumbrance, easement, condition, restriction or encroachment according to the terms and conditions herein set forth, in which Buyer waives any claims for damage or reimbursements hereunder; or

- (b) terminate this Agreement only with respect to the lot subject to such defect in which case any monies paid hereunder by Buyer to or on behalf of Seller for said lot shall be returned to Buyer forthwith and neither party shall have any further claim against the other by reason of this Agreement with respect to such lot.

It is agreed by the parties hereto that the merchantability of title shall be determined in accordance with the Standards of Title Examination adopted by the Ohio State Bar Association, and any matter which comes within the scope of said standards shall not constitute a valid objection to the title, provided Seller complies with the requirements of said standards.

At closing for a lot, Seller shall sign an affidavit with respect to off-record title matters in accordance with community custom.

If title insurance is required by Buyer's lender, if any, then Buyer shall pay the cost of such insurance.

- 7. DEED: Seller shall convey to Buyer merchantable title in fee simple by transferable and recordable limited warranty deed, free and clear of all liens and encumbrances except those as set forth in paragraph six (6) hereof. The deed of conveyances shall be to **City of Grove City**. Seller shall pay the requisite conveyance fee payable to the County Auditor.
- 8. CLOSING: Closing of the lots shall occur on or before **December 31, 2018**. Substantial development of the lot(s) is complete and building permits are obtainable, and execution of this agreement by Seller constitutes notice thereof. Installation of gas, electricity and telephone service in the subdivision shall not be a condition precedent to closing. Buyer and Seller shall agree on a reasonable acceptable time, date and place of closing in advance so Seller may obtain a title commitment for Buyer in a timely fashion. **Closing shall occur at Columbia Title.**
- 9. POSSESSION AND INSTALLATION OF SIGN ON LOTS: Seller shall deliver exclusive possession of each lot to Buyer upon the date of applicable closing thereof. From and after the date of this Agreement and unless in default, Buyer shall have the right to install and maintain on the lot(s) that are the subject of this Agreement a sign indicating that such lot(s) is available for sale through Buyer. Unless in default, Buyer shall be entitled to go upon any lot subject of this Agreement for the purpose of making soil tests, surveys and other examinations concerning such lot(s).

10. GRANTING OF EASEMENTS: Seller may grant easements or other encumbrances over or affecting the lot(s) the subject hereof provided that such encumbrance shall not prohibit or prevent Buyer's intended use of the lot(s).
11. TAXES AND ASSESSMENTS: At the closing, Seller shall credit on the portion of the Purchase Price payable at the closing all delinquent taxes, together with penalties and interest thereon and will pay assessments due, if any, that are a lien on the lot(s) being transferred on the date of such closing, and all agricultural use tax recoupments through the year of the closing. At the closing Seller shall also credit on the Purchase Price all other unpaid real estate taxes the year of the closing, prorated through the date of closing based upon a 365 day year, and if such taxes are undetermined for the year of the closing, based upon the tax rate and valuation for the immediately prior year.
12. MISCELLANEOUS: The Buyer has examined all of the property which is the subject of this Agreement, relevant recorded plats, the subdivision improvements and, if Subdivision improvements are not yet complete, the construction drawings and, in executing this Agreement, Buyer is relying solely upon such examination and Seller's obligations and duties created hereby.
13. COMMISSIONS: Initial the respective sub-paragraph below as it relates to commissions on the Agreement.

X A) Each party represents to the other that there is no broker or other person entitled to a commission or a similar fee in connection with this transaction. Each party covenants and agrees to defend, indemnify and save harmless the other from and against any claims for any brokerage or other commission or similar fee or compensation for any service rendered at its instance in connection with this purchase and sale.

____ (B) A commission in the amount of _____ % for the total Purchase Price shall be paid to _____ upon closing of the lot(s).

14. **RENTAL PROPERTIES:** Buyer shall not cause nor permit any lot purchased pursuant to this Agreement to be improved and utilized as a rental property by Buyer or any affiliates thereof without Seller's express written consent.
15. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between Seller and Buyer and no amendment or modification of this Agreement may be made except by an instrument in writing signed by both parties.

16. SURVIVAL: All covenants, representations, and agreements of the parties contained in this Agreement shall survive each closing and delivery of Seller's deed with respect to any lot.
17. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the Seller and Buyer and their respective heirs, personal representatives, successors and assigns, provided that Buyer shall have the right to assign this Agreement and any and all interest which Buyer may have in this Agreement on the conditions that such assignment shall not in any way release Buyer from the performance of any obligation hereunder without prior written consent of Seller.
18. NOTICES: Any notice or other communication required or permitted to be given to a party under this Agreement shall be in writing and shall be deemed given when personally delivered to or when deposited in the United States mail, certified mail return receipt requested, and with proper postage prepaid, addressed as follows:

SELLER: HOMEWOOD CORPORATION

2700 E. Dublin-Granville Road
Columbus, Ohio 43231
(614) 898-7200

BUYER: CITY OF GROVE CITY

4035 Broadway
Grove City, OH 43123
614-277-3000

29. TIME OF PERFORMANCE: The parties agree that time is of the essence in performance of all of the duties and obligations provided for herein for or by either party hereto and, specifically, that failure to close on the purchase of lots or pay any cost of carry as provided for in this Agreement hereto shall constitute a default entitling Seller to declare a default..

IN WITNESS WHEREOF, the parties have hereto set their hands in multiple counterparts the day and year first above written.

SELLER:

HOMEWOOD CORPORATION,

BY: _____
James L. Lipnos, President

BUYER(S):

CITY OF GROVE CITY,

BY: _____

EXHIBIT "A"

HOLTON RUN

SECTION 6

CLAYBROOKE CROSSING
SECTION 6 PART 1
P.B. 119, P. 1

CLAYBROOKE CROSSING
SECTION 5 PART 2
P.B. 115, P. 26

CLAYBROOKE CROSSING
SECTION 5 PART 1
P.B. 112, P. 35

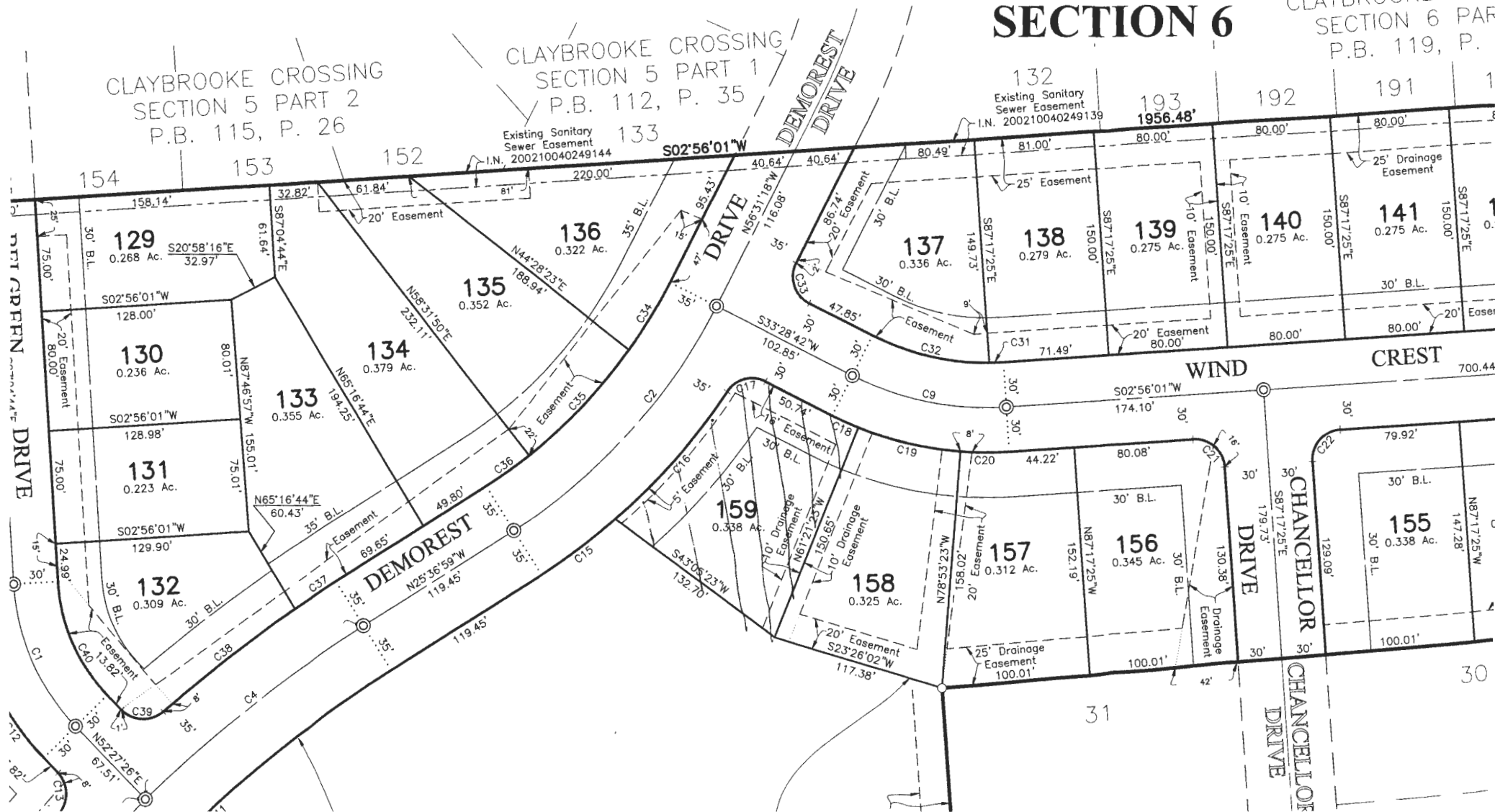


EXHIBIT "B"



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Robert G. Montgomery
Franklin County Recorder

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

FOR

**HOLTON RUN
SECTION 1**

THIS DECLARATION OF COVENANTS, EASEMENTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is made as of the 21st day of March 2005, by Hoover Park, Ltd., an Ohio limited liability company, of 750 Northlawn Drive, Columbus, Ohio 43214 ("Developer").

A. Developer is the owner of the real property more fully described in Exhibit A attached hereto and by this reference incorporated herein (the "Property" as defined hereinafter); and

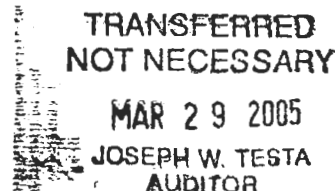
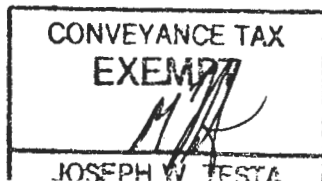
B. Developer desires to develop the Property into a residential subdivision, to be known as Holton Run Subdivision (hereinafter the "Subdivision"), and to restrict the use and occupancy of the Property for the protection of the Property and the future owners of the Property; and

C. Developer or its successors in interest may deem it desirable to establish an association consisting of itself and/or future owners of portions of the Property, for the purpose of owning and/or maintaining certain areas at and/or improvements constructed as part of the Subdivision; and

D. Developer declares that all of the Property shall be held, developed, encumbered, leased, occupied, improved, used, and conveyed subject to the following covenants, easements, conditions and restrictions (the "Restrictive Covenants"), which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner of any portion of the Property.

This Declaration is hereby declared to inure to the benefit of all future owners of any Lot (as hereinafter defined) and all others claiming under or through them ("Owners"); the Developer, its successors and assigns; and all utility companies or agencies or instrumentalities of local government providing utility services.

It is hereby declared that irreparable harm will result to the Developer and other beneficiaries of this Declaration by reason of violation of the provisions hereof or default in the observance thereof and therefore, each Owner shall be entitled to relief by way of injunction, damages or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity.



LAWYERS FILE BOX

NOW, THEREFORE, in pursuance of a general plan for the protection, benefit and mutual advantage of the Property described above and of all persons who now are or may hereafter become owners of any of the Property or plats thereof, the following restrictions, conditions, easements, covenants, obligations, and charges are hereby created, declared and established:

GENERAL PROVISIONS

I. APPLICABILITY

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

B. Developer reserves the right at any time prior to the transfer of the last Lot (as defined hereinafter) owned by it at the Subdivision, to create an association for the purpose of carrying out and performing certain obligations as described herein. The right so reserved by Developer creates no obligation on Developer's part to create such an association, if Developer determines in the exercise of its sole discretion, that the creation of such an association is not desirable. In the event Developer does not create an association prior to the time it transfers the last Lot owned by it at the Subdivision, an association may be formed thereafter by the agreement of a majority of the Owners. In recognition of the benefits which may result from a homeowners' association, and in further recognition of the detrimental impact which an improperly organized association may have on the Property, Developer establishes and declares that in the event an association is established, whether by Developer or by any Owners, the purpose of which is to own and/or maintain any portion of the Property on behalf of the various owners of Lots in the Subdivision, said association shall be formed and shall operate in accordance with the terms and conditions of, and shall be subject to, the restrictions provided hereinafter. Until such time as an association is formed for such purpose, the terms and conditions contained herein regarding such

association's operations shall be deemed mere surplussage, and shall not affect the validity or enforceability of any other provision hereof.

II. DEFINITIONS

A. "Annual Assessment" - amount to be paid to the Association by each Owner annually.

B. "Assessments" - collectively referring to Annual Assessments, Lot Assessments and Special Assessments.

C. "Association" - the legal entity (and its successors and assigns) formed for the purpose of owning and/or maintaining any portion of the Property on behalf of the owners of two (2) or more Lots in the Subdivision. If formed, the Association shall be named HOLTON RUN HOMEOWNERS' ASSOCIATION, INC., and shall be formed as an Ohio non-profit corporation or other appropriate non-profit entity.

D. "Association Documents" - the formative documents of the Association, consisting of the articles of incorporation, code of regulations and any and all procedures, rules, regulations or policies adopted by the Association, or comparable formative documents if the Association is not a corporate entity.

E. "Board" - the board of trustees or other management body of the Association.

F. "Common Expenses" - expenses incurred in maintaining all of the Common Property, and in the context of Article IX (C), "Common Expenses" shall mean the projected expense of maintaining all Common Property at the time that the Subdivision is completely developed and all Lots are resident occupied.

G. "Common Property" - all real and personal property now or hereafter acquired, pursuant to this Declaration or otherwise, and owned by the Association for the common use and the enjoyment of the Owners, or if not owned by the Association, real or personal property for the maintenance of which the Association is responsible under the terms of this Declaration, applicable zoning regulations, or under any other agreement or instrument to the terms of which the Association is bound.

H. "Developer" - Hoover Park, Ltd., and any manager, member, officer, successor or assignee thereof to which Developer specifically assigns any of its rights under this Declaration by a written instrument.

I. "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 buildings, outbuildings and garages; 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 and tennis courts; slope and

drainage alterations; roads, driveways, uncovered parking areas and other paved areas; fences, trellises, walls, retaining walls, exterior stairs, decks, patios and porches, trees, hedges, shrubs and other forms of landscaping, and all other structures of every type.

J. "Lot" - a discrete parcel of real property identified upon the recorded Subdivision plat of the Property, or recorded re-subdivision thereof and any other discrete parcel of real property designated by Developer, excluding the Common Property and any portion of the Property dedicated for public use. Developer has and reserves the right to split and/or combine currently platted Lots into new platted Lots without the consent or approval of Owners of other Lots in the Subdivision, as Developer 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.

K. "Lot Assessment" an assessment that the Board may levy against one or more Lots to reimburse the Association for costs incurred on behalf of those Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner of those Lots; 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 charges reasonably determined to be a Lot Assessment by the Board.

L. "Manager" - the person or entity retained by the Board to assist in the management of the Association as set forth in Article VIII, Paragraph F.

M. "Member" - any person or entity entitled to membership in the Association, as provided for in Article VII.

N. "Operating Fund" - the fund established pursuant to Article IX.

O. "Owner" - the record owner, whether one or more persons or entities, of fee simple title to a Lot, including contract sellers, but excluding those having an interest merely as security for performance of an obligation and also excluding the Developer.

P. "Property" - all of the real property described in Exhibit A attached hereto and such additional property as may be annexed by amendment to this Declaration, or that is owned in fee simple by the Association, together with all easements and appurtenances.

Q. "Rules" - the rules and regulations governing use of the Property and the Common Property, as may be established by the Board from time to time pursuant to Article VIII.

R. "Special Assessment" - an assessment levied by the Association against all Lots pursuant to Article IX or at a special meeting of the Members of the Association to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Operating Fund.

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

T. "Turnover Date" - the date described in Article VII, Paragraph B.

III. GOALS

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

- A. Compliance with all zoning and similar governmental regulations;
- B. Promotion of the health, safety and welfare of all Owners and residents of the Property;
- C. Preservation, beautification and maintenance of the Property and all Improvements; and
- D. Establishment of requirements for the development and use of the Property.

DEVELOPMENT & USE RESTRICTIONS

IV. USE RESTRICTIONS

The following restrictions and covenants concerning the use and occupancy of the Property shall run with the land and be binding upon the Developer and every Owner or occupant, their respective heirs, successors and assigns, as well as their family members, guests, and invitees.

ALL SECTIONS SUBJECT TO CHANGE BASED ON ZONING REQUIREMENTS.

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

B. Use of Common Property. Any Common Property 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. All uses of the Common Property shall benefit or promote the

health, safety, welfare, convenience, comfort, recreation, and enjoyment of the Owners and occupants, and shall comply with the provisions of this Declaration, the laws of the State, and the Rules.

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 Property that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Property or that might unreasonably disturb the quiet occupancy of any person residing on any other Lot. This paragraph shall not be construed so as to prohibit the Developer from construction activities consistent with its residential construction practices.

D. Signs. No signs of any character shall be erected, posted or displayed upon the Property, except: (i) marketing signs installed by the Developer while marketing the Lots and residences for sale; (ii) street and identification signs installed by the Association or the Developer; (iii) one temporary real estate sign not to exceed six square feet in area advertising that such Lot is for sale; and (iv) 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 (3) 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 Area.

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

F. Nuisances. No noxious or offensive trade shall be permitted on the Property or within any 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.

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

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

I. Hotel/Transient Uses; Leases. No Lot may be used for hotel or transient uses, including without limitation, uses in which the 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. All leases shall be in writing and shall be subject to this Declaration.

J. Vehicles.

1. The Board shall be entitled to create and enforce reasonable rules concerning the parking of any vehicle permitted in the Common Property. In addition to its authority to levy Lot Assessments as penalties for the violation of such rules, the Board shall be authorized to cause the removal of any vehicle violating such rules.
2. No commercial vehicles, snowmobiles, watercraft, trailers, campers, buses or mobile homes shall be parked or stored on the street in the Subdivision, or on any Lot (except in an enclosed permitted structure shielded from view). The Board may permit the occasional, non-recurring parking of vehicles otherwise prohibited by the foregoing sentence, and may require as a condition of such permission that the owner of the vehicle or Lot on which it is parked substantiate that such parking is limited to less than forty-eight (48) consecutive hours, and not more than ninety-six cumulative hours in any thirty (30) day period. Nothing contained herein shall prohibit the reasonable use of such vehicles as may be necessary during construction of residences on the Lots. In addition, no automobile or other motorized vehicle of any type or description which is not functionally or legally operable on public highways shall be kept, stored, operated or maintained on or in front of any Lot within the Subdivision for a period longer than seven (7) days, unless the same is entirely contained and shielded from view within a permitted structure. Any vehicle so kept, stored, operated or maintained shall be considered a nuisance, and the Board shall have the right and authority to have the same removed at the owner's expense.

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

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

K. Trash. Except for the reasonably necessary activities of the Developer during the original development of the Property, no burning or storage of trash of any kind shall be permitted on the Property. All trash shall be deposited in covered, sanitary containers, screened from view and stored either inside of a permitted structure, or to the side or rear of the home constructed on the Lot.

L. Antennae. No outside television or radio aerial or antenna, or other aerial or antenna, including satellite receiving dishes, for reception or transmission, shall be maintained on the Property, to the extent permissible under applicable statutes and regulations, including those administered by the Federal Communications Commission, except that this restriction shall not apply to satellite dishes with a diameter less than one (1) meter, erected or installed to minimize visibility from the street which the dwelling fronts.

M. Utility Lines. All 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 or fuel oil shall be permitted to be located above or beneath the ground of any Lot except that propane gas grills are permitted.

O. Street Trees. Developer may designate one (1) or more trees as deemed necessary by Developer along the street(s) adjacent to each Lot. If Developer determines to designate street tree(s) then the Owners agree to such uniform street trees. Each Owner shall care for, and, if necessary, replace such tree or trees at the Owner's expense with a like type of tree.

P. Mailbox. Developer may designate a curb side mailbox for each Lot with a design giving uniformity to the Subdivision. If the mailbox is damaged, destroyed or deteriorates, then each Owner, at such Owner's expense, shall repair or replace such mailbox with another of a like kind, design, pattern and color as the initial mailbox.

Q. Yard Lights and Lamp Posts. All yard lights and lamp posts shall conform to the standards set forth by the Developer and the Design Review Board.

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

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

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

S. Swimming Pools. No above ground swimming pools shall be permitted. For purposes hereof, an "above ground swimming pool" shall be any pool extending twelve (12) inches or more above the finished grade of the Lot and having (i) a water surface area in excess of 36 square feet; or (ii) a filtration system of any description. This Paragraph shall not be intended to prohibit the installation of a hot tub or sauna.

T. Compliance With Zoning Requirements. Certain provisions of this Declaration may have been included herein as a result of governmental requirements established through the zoning and development plan approval processes in the State, County, City, Township and/or Village in which the Property is located. Compliance with all such governmental requirements,

for so long as such requirements are effective and binding, is required by this Declaration. However, in the event the governmental entity(ies) change or agree to a modification of such underlying obligation(s), or if such obligations lapse or for any reason whatsoever become legally unenforceable, this Declaration shall be deemed modified, ipso facto and without the need for further action on the part of the Declarant or any Member, such that this Declaration requires compliance with the obligation as affected by such change or modification.

V. ARCHITECTURAL STANDARDS

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

A. Design Review Board. The Design Review Board shall be a board consisting of three (3) persons. Until the Turnover Date, Developer shall have the sole and exclusive right to appoint and remove all three members of the Design Review Board at will, and may elect in the exercise of its sole discretion, to act itself as the Board (or appoint an agent to act in its place) in lieu of appointing individuals. After the Turnover Date, the Board of Trustees (as set forth in Article VII(B)) shall have the right to appoint all three members to the Design Review Board, or to appoint an agent to act in the Board's place, at will. If no Association exists at any time on or after the Turnover Date, the Design Review Board shall consist of three (3) members elected by the Owners, at an annual election at which the Owner(s) of each Lot shall have 1 vote (one vote per lot, regardless of the number of owners). The then current Board shall handle the administration of the election, pursuant to which the new Board members are to be elected, each for a term of one year.

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

B. Modifications. Except as otherwise provided in this Declaration, the Design Review Board shall have jurisdiction over all construction, modifications, additions or alterations of Improvements on or to the Property. No person shall construct any Improvement on any Lot, including without limitation, alter surfaces of existing Improvements, change paint colors or roofing materials, construct or modify fencing, or install any recreational device, without the prior written consent of the Design Review Board. Owners shall submit plans and specifications

showing the nature, kind, shape, color, size, materials and location of Improvements and alterations to the Design Review Board for its approval. The Design Review Board may charge a nominal fee in connection with processing applications submitted pursuant to this section. Nothing contained herein shall be construed to limit the right of an Owner to remodel or decorate the interior of his/her residence.

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

D. Improvements by Developer. Notwithstanding any of the foregoing to the contrary, all Improvements and landscaping constructed by the Developer or its affiliates, partners, members or shareholders, shall be deemed to comply in all respects with the requirements of the Design Review Board, and separate approval thereof by the Design Review Board is not required.

VI. EASEMENTS AND LICENSES

A. Easement of Access and Enjoyment Over Common Property. Every Owner shall have a right and easement (in common with all other Owners) of enjoyment in, over, and upon the Common Property (if any), and a right of access to and from his/her Lot, which rights shall be appurtenant to, and shall pass with the title to, his/her Lot, subject to the terms and limitations set forth in this Declaration, subject to the Rules. An Owner may delegate his/her 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 Property affected thereby, and no person shall have the right by virtue of such easements to engage in activities on the Common Property which are not permitted according to this Declaration, pursuant to the provisions of any applicable plat(s) or under agreements with any governmental entities or other third parties.

B. Right of Entry for Repair. The duly authorized agents, officers, contractors, and employees of the Association (if formed) shall have a right of entry and access to the Property, including without limitation the Lots, for the purpose of performing the Association's rights or obligations set forth in this Declaration. The Association may enter any Lot to remove or correct any violation of this Declaration or the Rules, or to maintain, repair, and replace the Common Property, but only during reasonable hours and after providing seventy-two (72) hours advance notice to the Owner, except in cases of emergency.

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

D. Easement for Services. A non-exclusive easement is hereby granted to all police, fire fighters, 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 Property to perform their duties.

E. Reservation of Special Easements. Attached hereto as Exhibit B is a site plan of Holton Run the Subdivision, upon which certain areas have been "shaded" or "cross-hatched." The areas marked by shading or cross-hatching identify and represent portions of the Property over, across, under and through which the Developer hereby reserves Special Easements for the purpose of constructing Improvements or conveying rights deemed by the Developer to be beneficial to the Property. Unless indicated otherwise on Exhibit B, the Special Easements are also No-Build Zones. The Special Easements may be parts of individual Lots instead of on Common Property. In such cases, the Owner(s) of the Lot(s) affected by the Special Easement(s) shall be and remain responsible for the ordinary care and maintenance of the Special Easements. If special fencing, landscaping, storm water detention/retention, or community safety or entry features are constructed in Special Easements by the Developer, the State or the Association, the responsibilities of the Owner on whose Lot such Improvement has been constructed shall not exceed ordinary grass cutting, trimming and watering around such Improvements. Nothing contained in this section shall require that the Developer reserve or establish Special Easements, and if no areas on Exhibit B have been shaded or cross-hatched, Developer has not reserved any Special Easements.

F. No-Build Zones/Non-Disturbance/Buffer/Preservation.

1. Any areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit B, as "No-Build Zones" shall be areas in which no Owner shall have the right to construct or locate any Improvements, including but not limited to fencing. Landscaping may be located in No-Build Zones, provided that prior approval for such landscaping has been granted by the Design Review Board. In vegetated No-Build Zones, Owners may perform maintenance necessary for the safety of persons and property (i.e. removing noxious and poisonous plants, or removing dead trees which may fall and harm persons or Improvements). Grassed No-Build Zones shall be mowed, trimmed and watered by the person(s) responsible for the maintenance of the specific area in question according to the other terms hereof;
2. Any areas designated as on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit B, "Non-Disturbance" zones are deemed to be No-Build Zones, except that within Non-Disturbance zones, Owners may not disturb or perform any maintenance or locate any Improvements in such zones without the prior approval of the Developer;
3. Areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit B, as "Buffer" areas are deemed to be No-Build Zones. The Developer may install landscaping within any Buffer area, and an easement for such installation is hereby expressly reserved. Unless otherwise provided on the plat or herein, the on-going maintenance of Developer-installed landscaping in Buffer areas shall be the responsibility of the Owner(s) on whose Lot(s) the landscaping is located. No Owner may remove or install any plant material in any designated Buffer area without the express written consent of the Association;
4. Areas designated on the recorded plat(s) or re-plat(s) of the Subdivision, in prior deed restrictions, or on Exhibit B, as "Preservation" zones, "Conservation" zones or the like are deemed to be No-Build Zones, except that no landscaping within such zone(s) (including noxious or 'poisonous' plants) shall be removed unless the same pose(s) an imminent danger of falling with a likely result of injury or damage to person or property, and no Improvements shall be constructed or activities conducted that could adversely affect the survival of such landscaping. Grassed Preservation zones may be (but are not required to be) mowed at the election of the Owner on whose Lot such zone is located, provided that no underbrush or vegetation other than grass shall be mowed or removed. Periodic watering and/or fertilizing that is not deleterious to the landscaping in a Preservation zone is permitted. Debris from dead plant material may be removed from a Preservation zone.

HOMEOWNERS' ASSOCIATION

VII. MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner shall be deemed to have a membership in the Association, and by acceptance of a deed to property in the Holt Run Subdivision such Owner agrees to and acknowledges being a member of the Association having an obligation to pay assessments as described herein. Membership is a right appurtenant to and inseparable from an Owner's fee simple title in a Lot, and such right of membership shall automatically transfer to any transferee of fee simple title to a Lot at the time such title is conveyed or at such time as a land installment contract is entered for the conveyance of fee simple title. 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 an Owner's membership. No Owner, whether one or more persons, shall have more than one membership per Lot owned. In the event an Owner consists of more than one person, such persons collectively shall have one membership in the Association in common.

B. Governance. The Association shall be governed by a Board of Trustees, consisting of three (3) persons. Prior to the date that the Developer elects to transfer control of the Association to the Lot Owners (the "Turnover Date"), the members of the Board shall be appointed by the Developer, or the Developer may elect to act as the Board, or it may appoint a managing agent to act as the Board on its behalf. No members, other than the Developer, shall have voting rights in Association matters until the Turnover Date. The transfer of control on the Turnover Date shall take place at a meeting which shall occur within six months of the end of the year in which the Developer ceases to own at least one Lot at the Subdivision. Voting and all other matters regarding the governance and operation of the Association following the Turnover Date shall be set forth in the Association Documents.

VIII. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

A. Common Property. Developer may, from time to time, at Developer'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 Property 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 Developer. The Association, subject to the rights of the Owners set forth in this Declaration and the Association Documents, shall be responsible for the exclusive management and control of the Common Property, 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 Developer and Association shall each have the right to grant easements to third parties over, across, under and/or through the Common Property, including but not limited to easements for the construction, extension and/or expansion of utilities, and conservation easements, all as the Developer and/or Association may be legally obligated or voluntarily disposed to grant. Regardless of whether Developer expressly conveys or assigns entry feature maintenance responsibilities to the Association, and irrespective

of whether Exhibit B discloses the reservation of one or more easements over the entry(ies) to the Subdivision, the Association shall have the continuing right to maintain, modify and/or improve any and all entry features constructed by the Developer, 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. 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 Developer.

C. Cost-Sharing Agreements. The Association may enter into cost-sharing agreements with other homeowners associations pursuant to which the Association agrees to share in the cost of maintaining, repairing and replacing entranceway features, landscaping, storm water retention facilities, mounding, fencing and any other improvements that benefit the Property.

D. Rules and Regulations. 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 Association Documents. The Association shall have the power to impose sanctions on Owners for violations of the Restrictive Covenants, including without limitation: (i) reasonable monetary fines which shall be considered Lot Assessments, (ii) suspension of the right to vote as a Member of the Association, and (iii) suspension of the right to use the Common Property. 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 or litigation expenses in connection with enforcing this Declaration, the Association Documents or the Rules against any Owner, tenant, guest or invitee of any Owner, the amount shall be due and payable by such Owner and shall be a Lot Assessment against such Owner's Lot.

E. Implied Rights. The Association may exercise any other right or privilege given to it expressly by the laws of the State and this Declaration, and every other right or privilege reasonably implied from the existence of any right or privilege granted in this Declaration, or reasonably necessary to effect any such right or privilege.

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

G. Insurance.

1. The Association may obtain and maintain property insurance, liability insurance and/or flood insurance covering all or any portion(s) of the Common Property as deemed advisable by the Board, in an amount as is commonly required by prudent institutional mortgage investors. The cost of any such insurance shall be included as a Common Expense for Association budgeting purposes.

2. The Association may, in the Board's discretion, obtain and maintain the following additional insurance: (a) fidelity bond coverage and workers' compensation insurance for all officers, directors, board members and employees of the Association and all other persons handling or responsible for handling funds of the Association, (b) adequate comprehensive general liability insurance, (c) officers' and trustees' liability insurance to fund the obligations of the Association under Article X Paragraph D, (d) additional insurance against such other hazards and casualties as is required by law, and (e) any other insurance the Association deems necessary.

3. In the event of damage or destruction of any portion of the Common Property, the Association shall promptly repair or replace the same, to the extent that insurance proceeds are available. Each Owner 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 Association may levy a Special Assessment pursuant to Section IX to cover the additional costs.

H. Condemnation. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Property, or any portion thereof. Each Owner hereby 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 Member, the Association shall be required to make available for inspection all books, records and financial statements of the Association. A reasonable fee may be charged to cover the costs of handling, copying and/or delivering such books and records to a Member who requests the same.

J. Tax Increment Financing. It is hereby acknowledged and declared that Developer and/or the Association may from time to time elect (or may heretofore have elected) to include and join all or any portion of the Property and all or any portion of the real property portions of the Common Property as part of a tax increment financing district, parcel or area, including incentive districts (each a "TIF District") in accordance with and for the purposes described in Ohio Revised Code Sections 5709.40 - .43, 5709.73 - .75, and 5709.77-81 (collectively, the "Act", as the same may be amended from time to time), for the purpose of exempting all or part of the "Improvements" (which term is used in this Section J of this Declaration as it is used and defined in the Act) from real property taxes and providing for the payment of service payments in lieu of real property taxes in respect of such Improvements (the "Service Payments"). As

currently constituted, the Act contemplates that such Service Payments would be used to fund designated "Public Infrastructure Improvements" (as that term is defined in the Act) and would be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable with regard to the Improvements. To facilitate such an inclusion and joinder of all or any portion of the Property and all or any portion of the real property portions of the Common Property as part of a TIF District (each a "TIF Joinder"), the Association is hereby unconditionally authorized to act on behalf of, and is hereby designated and appointed as agent and authorized representative of, each Owner for the purpose of doing or causing to be done any and all such acts and things and executing and delivering any and all such agreements, instruments, documents and certificates as the Association may from time to time deem necessary, advisable or appropriate to effectuate or carry out the purposes of a TIF Joinder, all in the sole and absolute discretion of the Association, acting by and through the Board, including, without limitation (on behalf of each Owner individually or as a group of two or more Owners): by initiating and/or consenting to each TIF Joinder; by joining and cooperating with each pertinent political subdivision (collectively, the "Political Subdivision") in the legislative process to effectuate each TIF District and/or each TIF Joinder; by executing and/or delivering pertinent tax increment financing agreements and other pertinent agreements in connection with each TIF Joinder' by joining and cooperating with the Political Subdivision in any and all exemption applications contemplated by each TIF Joinder; and otherwise by assisting and cooperating with the Political Subdivision and such other governmental entities or persons as may be necessary or appropriate to facilitate and effectuate each TIF Joinder. In connection with the foregoing matters, the execution and delivery of any agreement, instrument, document or certificate, and/or the performance of any act, by any officer of the Association duly designated by the Board (i) shall be conclusive evidence of the exercise by said officer and by the Association of the discretionary authority herein conferred, (ii) shall be binding upon each Owner to the same extent as if each Owner had executed and delivered each such agreement, instrument, document or certificate, and/or performed each such act and (iii) if executed, delivered or performed prior to the recordation of this Declaration, shall be and is hereby ratified adopted and confirmed.

IX. ASSESSMENTS

A. Operating Fund. The Board may 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 Property.

B. Types of Assessments. Each Owner, by accepting a deed to a Lot, is deemed to covenant and agree, to pay to the Association the following assessments: (i) Annual Assessments; (ii) Special Assessments; and (iii) Lot Assessments. No Owner may gain exemption from liability for any Assessment by waiving or foregoing the use or enjoyment of any of the Common Property or by abandoning his/her Lot. Annual and Special Assessments shall be fixed at a uniform rate for all Lots.

C. Annual Assessments. The Board shall estimate the Common Expenses and the expenses, if any, it expects the Association to incur for the maintenance, operation and management of the Association, (which may include amounts, if any, for a Reserve Fund -- as may be determined by the Board) and shall assess each Owner of a Lot an Annual Assessment equal to such estimated expenses divided by the total number of Lots. The Annual Assessments shall be paid in accordance with the procedures set forth in the Rules. Notwithstanding the foregoing, prior to the Turnover Date, Developer may elect to pay the Annual Assessments applicable to Lots owned by Developer or in lieu thereof, not pay such Annual Assessments and pay any deficit incurred in operating the Association.

D. Special Assessments. The Board may levy against any Lot(s) a Special Assessment to pay for capital expenditures or interest expense on indebtedness incurred for the purpose of making capital expenditures and not projected to be paid out of the Operating Fund; provided that any such assessment shall have the assent of two-thirds (2/3) of Members who are voting in person or by proxy at a meeting duly called for this purpose. Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Members not less than 10 days nor more than 60 days in advance of the meeting. A quorum must be present at any such meeting.

E. Lot Assessments. The Board may levy a Lot Assessment against any Lot(s) and the Owner(s) thereof to reimburse the Association for costs incurred on behalf of the Lot(s), including without limitation, costs associated with making repairs that are the responsibility of the Owner; costs of enforcement (including court costs and the Association's legal fees, if applicable) relative to any violation of the Restrictive Covenants which exists on such Lot(s); 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 fines and charges reasonably determined to be a Lot Assessment by the Board. Upon its determination to levy a Lot Assessment, the Board shall give the affected Owner(s) written notice and the right to be heard by the Board or a duly appointed committee thereof in connection with such Lot Assessment, 10 days prior to the effective date of the levy of any Lot Assessment. The Board may levy a Lot Assessment in the nature of a fine reasonably determined by the Board against the Lot of any Owner who violates the Rules, the Association Documents or any provision of this Declaration, or who suffers or permits his/her family members, guests, invitees or tenants to violate such Rules, the Association Documents, or provisions of this Declaration.

F. Remedies.

1. Interest; Late Charge. If any Assessment remains unpaid for 10 days after all or any part thereof shall become due and payable, the Board may charge interest at rate up to the lesser of 12% per annum or the highest rate permitted by law, and the Board, or the Manager, if applicable, may collect an administrative collection charge of \$25.

2. Liability for Unpaid Assessments. Each Assessment or installment of an Assessment, together with interest thereon and any costs of collection, including interest, late fees and reasonable attorneys' fees shall become the personal obligation of the Owner(s)

beginning on the date the Assessment or installment thereof becomes due and payable. The Board may authorize the Association to institute an action at law on behalf of the Association against the Owner(s) personally obligated to pay any delinquent assessment. An Owner's personal obligation for a Lot's delinquent Assessments shall also be the personal obligation of his/her successors in title who acquire an interest after any Assessment becomes due and payable and both such Owner and his/her successor in title shall be jointly and severally liable therefor. 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.

3. Liens. All unpaid Assessments, together with any interest and charges thereon and costs of collection, including without limitation, reasonable attorney 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 remains unpaid for 10 days after it is due, then the Board may authorize any officer or appointed agent of the Association to file a certificate of lien for all or any part of the unpaid balance of that Assessment, together with interest, charges and costs of collection as aforementioned, with the appropriate governmental office containing a description of the Lot which the lien encumbers, the name(s) of the Owner(s) of that Lot, the amount of the unpaid portion of the Assessment, and such other information as the laws of the State may require. The certificate may be signed by any officer, authorized agent or Manager of the Association. Upon the filing of the certificate, the subject Lot shall be encumbered by a continuing lien in favor of the Association. To the extent permitted by law, the Assessment lien shall remain valid, until and unless the lien is released or satisfied in the same manner provided by the law of the State for the release and satisfaction of mortgages on real property, or unless the lien is discharged by the final judgment or order of any court having jurisdiction. In any action at law or in equity, including a foreclosure action, to enforce such lien the amount of unpaid Assessments plus charges, interests, costs and reasonable attorney fees of such action shall be recoverable, to the extent permitted by law. Notwithstanding the foregoing, the lien for Assessments provided for in this section shall be subordinate to the lien of any bona fide first mortgage on a Lot.

4. Vote on Association Matters; Use of Common Property. If any Assessment remains unpaid for 30 days after it becomes due, then the delinquent Owner's voting rights upon Association matters and privileges to use the Common Property, except for necessary ingress and egress to his/her Lot, shall be suspended until such Assessment is paid.

X. MAINTENANCE

A. Maintenance by Association. The Association shall maintain and keep in good repair the Common Property. This maintenance shall include, without limitation, maintenance, repair, and replacement of all landscaping and other flora, structures, and Improvements situated upon the Common Property and all personal property used in connection with the operation of the Common Property.

B. Maintenance by Owner. Each Owner or occupant shall repair, replace, and maintain in good order and safe and sanitary condition, at his/her expense, his/her Lot, and all portions of, Improvements to, structures on, and, equipment and components used in connection with, his/her Lot. This maintenance responsibility includes, without limitation, promptly furnishing all necessary materials and performing or causing to be performed at his/her own expense all maintenance, repairs and replacements within such Lot that, if omitted, would adversely affect the safety and usefulness of the Common Property. Each Owner shall maintain those portions of his/her Lot that are adjacent to any portion of the Common Property in accordance with the Rules and the requirements set forth in this Declaration.

C. Right of Association to Repair Lot. If any Owner fails to maintain his/her Lot in the manner required herein, and if the Board determines that any maintenance of that Lot is necessary to ensure public safety, to permit reasonable use or enjoyment of the Common Property by Owners, to prevent damage to or destruction of any other part of the Common Property 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 a Lot Assessment for all reasonable expenses incurred.

D. Damage to Common Property By Owner or Occupant. If the Common Property is damaged by any Owner or occupant, his/her family, guests, or invitees, then the Board may levy a 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 Property adjacent to such Lot.

XI. MISCELLANEOUS

A. Term. This Declaration shall bind and run with the land for a term of 30 years from and after the date that this Declaration is filed for recording with the appropriate governmental office and thereafter shall automatically renew forever for successive periods of 10 years each, unless earlier terminated by a majority of the Members.

B. Enforcement; Waiver. This Declaration may be enforced by any proceeding at law or in equity by the Developer, any Owner, the Association, the Design Review Board, and their respective heirs, successors and assigns, against any person(s) violating, or attempting to violate, any of the Restrictive Covenants, any covenant or restriction, to restrain and/or to enjoin 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). Failure of Developer, the Association, the Design Review Board or any Owner to enforce any provision of this Declaration 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 of this Declaration or the Rules.

C. Amendments. Until the Turnover Date (or, if no Association is formed, until such time as Developer no longer continues to own any Lots at the Property), Developer may, in its sole and absolute discretion, unilaterally amend this Declaration at any time and from time to time, without the consent of any other Owners. Any such amendment may modify the provisions hereof, and/or impose covenants, conditions, restrictions and easements upon the Property 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 the Property. After the Turnover Date, Developer may unilaterally amend this Declaration, without the consent of any other Owners, if such amendment is: (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, regulation or judicial order, (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots, (c) necessary to conform to the requirements of United States Federal Housing Administration, or (d) necessary to correct errors; provided, however, any such amendment shall not materially adversely affect the title to any Lot unless the Owner thereof has consented to such amendment in writing. After the Turnover Date, this Declaration may be amended in whole or in part with the approval of the Members entitled to exercise not less than 2/3 of the voting power of all Members in the Association. Unless amended by the Developer, any such amendment shall contain a certificate by the Secretary of the Association that the Members signing the amendment possess and constitute not less than the 2/3 voting power of all Members in the Association. No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege. At any time, Developer shall have the right and power, but neither the duty nor the obligation, in its sole and absolute discretion and by its sole act, to subject additional property to this Declaration at any time and from time to time by executing and recording in the appropriate governmental office an amendment to this Declaration specifying that such additional property is part of the Property. An amendment to this Declaration to subject additional property to this Declaration shall not require the joinder or consent of the Association, other Owners, mortgagees or any other person. In addition, such amendments to the Declaration may contain such supplementary, additional, different, new, varied, revised or amended provisions and memberships as may be necessary or appropriate, as determined by Developer, to reflect and address the different character or intended development of any such additional property. Any amendment, including an amendment by the Developer, shall become effective upon recordation thereof in the appropriate public record office.

D. Developer's Rights to Complete Development. Developer shall have the right to: (a) complete the development, construction, promotion, marketing, sale, resale and leasing of properties; (b) construct or alter Improvements on any property owned by Developer; (c) maintain model homes, offices for construction, sales or leasing purposes, storage areas, construction yards or similar facilities on any property owned by Developer or the Association; or (d) post signs incidental to the development, construction, promotion, marketing, sale and leasing of property within the Property. Further, Developer or its assignee shall have the right of ingress and egress through the streets, paths and walkways located in the Property for any purpose whatsoever, including, but not limited to, purposes related to the construction, maintenance and operation of Improvements. Nothing contained in this Declaration shall limit the rights of Developer or require Developer or its assignee to obtain approval to: (i) excavate,

cut, fill or grade any property owned by Developer, or (ii) construct, alter, remodel, demolish or replace any Improvements on any Common Property or any property owned by Developer as a construction office, model home or real estate sales or leasing office in connection with the sale of any property; or (iii) require Developer to seek or obtain the approval of the Association or the Design Review Board for any such activity or Improvement on any Common Property or any property owned by Developer. Nothing in this section shall limit or impair the reserved rights of Developer as elsewhere provided in this Declaration.

E. Developer's Rights to Replat Developer's Property. Developer reserves the right, at any time and from time to time, to amend, alter or replat 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 Developer and Owners consenting to such amendment, alteration or replatting shall be the subject of any such amendment, alteration or replatting. Each Owner and Member and the Association whose Lot is not altered by such amendment, alteration or replatting, for themselves and their successors and assigns, hereby consents to and approves any such amendment, alteration or replatting 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:

- (a) any proposed amendment of this Declaration;
- (b) any proposed termination of the Association; and
- (c) 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.

G. Indemnification. The Association shall indemnify every Board member, officer and trustee of the Association against any and all claims, liabilities, expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer or trustee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which he/she may be a party by reason of being or having been an officer or trustee. The Board members, officers and trustees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misconduct, bad faith or gross negligence. The Board members, officers and trustees of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such Board members, officers or trustees may also be Members of the Association), and the Association shall indemnify and forever hold each such Board member, officer and trustee free from and harmless against any and all liability

to others on account of any such contract or commitment. Any right to indemnification provided herein shall not be exclusive of any other rights to which any Board member, officer or trustee, or former Board member, officer or trustee, may be entitled.

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

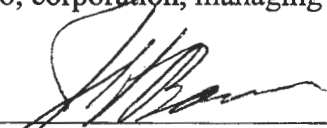
I. Captions. The caption of each Article, section and paragraph of this Declaration is inserted only as a matter of reference and does not define, limit or describe the scope or intent of the provisions of this Declaration.

J. Notices. Notices to an Owner shall be given in writing, by personal delivery, 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.

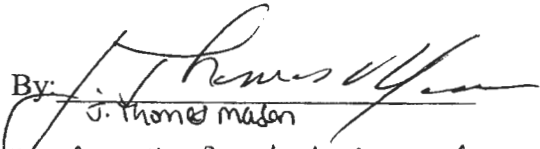
IN WITNESS WHEREOF, the Developer has caused the execution this Declaration as of the date first above written.

Hoover Park Ltd.,
a Ohio limited liability company

Homewood Corporation
an Ohio, corporation, managing member

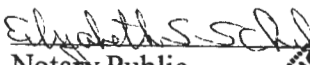
By: 
John H. Bain, Chief Executive Officer

M/I Homes of Central Ohio, LLC,
an Ohio limited liability company, member

By: 
J. Thomas Mason
Its: Senior Vice President + General Counsel

STATE OF OHIO :
COUNTY OF FRANKLIN:SS

The foregoing instrument was acknowledged before me this 21st day of March, 2005, by John H, Bain, its Chief Executive Officer, of Homewood Corporation, an Ohio corporation, on behalf of the corporation.

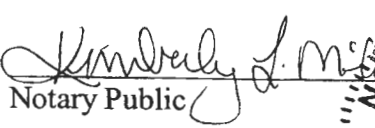

Notary Public



ELIZABETH S. SCHILLING
Notary Public, State of Ohio
My commission expires 09/26/2009

STATE OF OHIO :
COUNTY OF FRANKLIN:SS

The foregoing instrument was acknowledged before me this 16th day of March, 2005, by J. Thomas Mason, its Sr. VP + General Counsel, of M/I Homes of Central Ohio, LLC, an Ohio limited liability company, on behalf of the company.


Notary Public



KIMBERLY L. MCCOY
Notary Public, State of Ohio
My Commission Expires
01/08/09

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

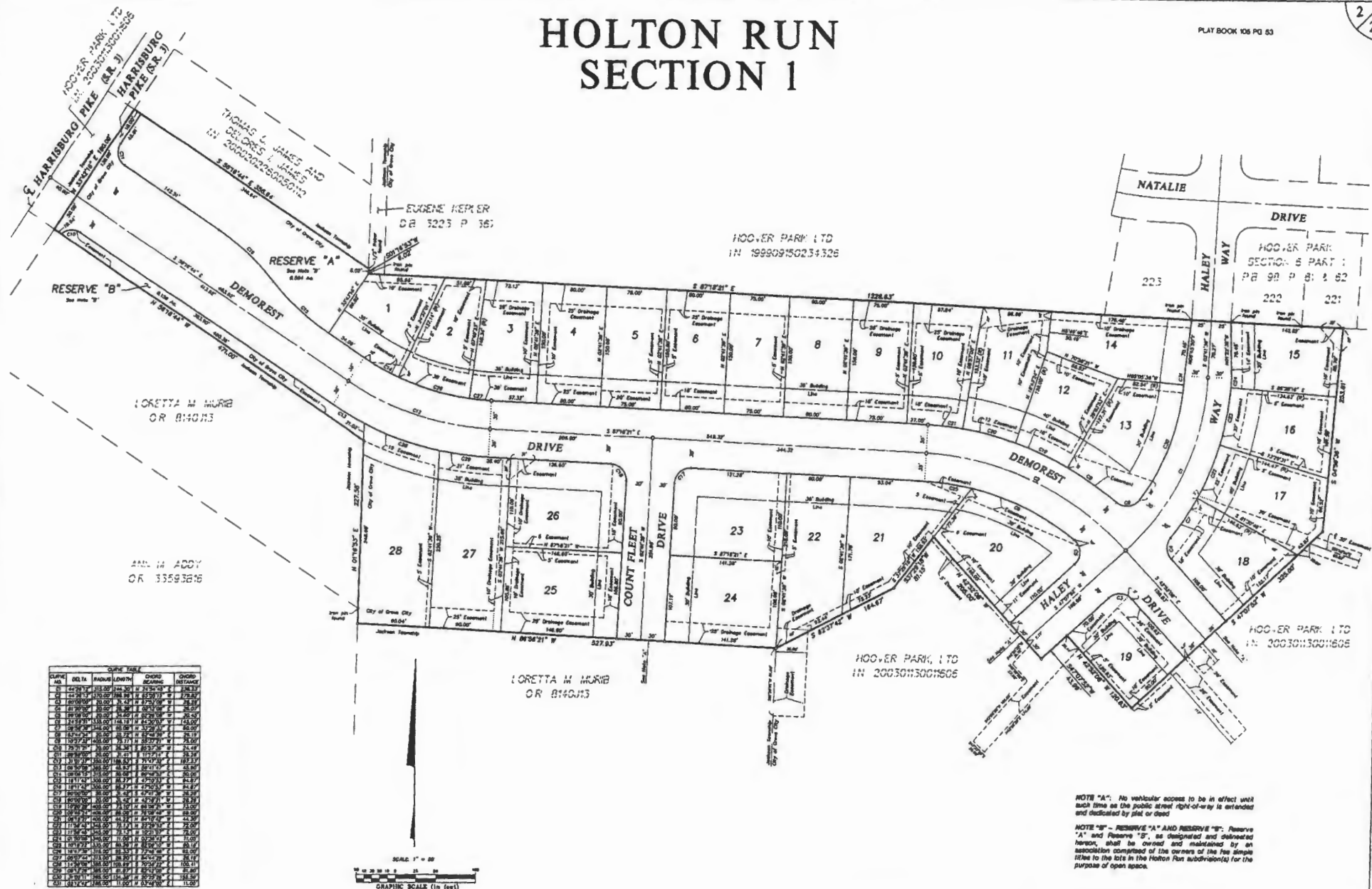
Situated in the State of Ohio, County of Franklin, City of Grove City and being,

Lots One (1) through Twenty-eight (28), both inclusive, and areas designated as Reserve A and Reserve B, of Holton Run Section 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Official Records of Franklin County, Plat Book 105, Pages 50, 51, 52 and 53, Recorder's Office, Franklin County, Ohio.

HOLTON RUN SECTION 1

PLAY BOOK 105 PG 53

2
2



NOTE "A": No vehicular access to be in effect until such time as the public street right-of-way is widened and dedicated by plat or deed.

NOTE "B" - RESERVE "A" AND RESERVE "B": Reserve "A" and Reserve "B", as designated and delineated herein, shall be owned and maintained by an association comprised of the owners of the fee simple lots in the Holton Run subdivision(s) for the purpose of open space.

EXHIBIT "C"

RESPONSIBILITIES OF BUYER DURING CONSTRUCTION

For the protection of all purchasers of Subdivision lots and to assure the overall success of the project, the following rules have been established and will be strictly monitored and enforced by the Seller.

1. BUYER will have all sanitary sewer manholes, storm sewer manholes, rear yard drains, main water line tap boxes uncovered, exposed and adjusted to finish grade after sodding and seeding of the yard and installation of walks and driveways.
2. BUYER, his agents, customers, licensees or subcontractors will only enter his lot through the road frontage of that lot. No access through adjacent lots will be permitted.
3. BUYER agrees that he will repair any damage to curb or utility improvements anywhere within the subdivision which he, his agents, customers, licensees, or subcontractors may cause. Buyer also agrees that if such damage is not promptly repaired, the Seller may make such repairs and receive, upon demand, from Buyer the actual cost incurred.
4. BUYER will store necessary construction material and equipment only on his lot. Storage on other lots will be forbidden.
5. BUYER will spoil excavated material on his lot only. Any excess spoilage will be trucked off the project, not placed on other lots within the subdivision unless prior approval is granted by Seller.
6. BUYER will set the house elevation and finish grades in strict accordance with the overlot grading plan for the subdivision. No deviation therefrom will be allowed without prior written permission from Seller.
7. BUYER will install the main concrete sidewalk and driveway apron where required or escrow the amount necessary to pay for such improvements before any occupancy of the premises.
8. BUYER must mow vacant lots at least three times annually, between May 15th and September 15th.
9. BUYER will display no more than two signs of five square feet each while houses are for sale.
10. BUYER will remove all trash and construction debris from vacant lots at least monthly and at least weekly during house construction. Buyer will be responsible for keeping gutters and street clean along his frontage.
11. BUYER shall accurately identify all trees to be cut on the lot and shall notify Seller in writing that such identification has been completed. Thereafter, prior to commencement of construction, Seller shall have 10 days to enter upon lot to remove any such trees for transplanting.

Date: 10/30/18
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Turner
Sponsor: Mr. Davis
Emergency: 30 Days
Current Expense: XX

No.: C-65-18
1st Reading: 11-05-18
Public Notice: 11-06-18
2nd Reading: 11-19-18
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-65-18

AN ORDINANCE TO REDUCE THE APPROPRIATION AMOUNT FOR THE STREET MAINTENANCE FUND

WHEREAS, the Street Maintenance fund contains appropriations in excess of the 2018 Certificate of Resources; and

WHEREAS, the 2018 appropriation ordinance was calculated based on current information and best estimates prior to its adoption in December, 2018, and

WHEREAS, actual ending balances were less than anticipated in the Street Maintenance Fund; and

WHEREAS, it is necessary to reduce the appropriation amount in the Street Maintenance Fund in order to maintain total spending at or below the total estimated resources.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. There is hereby a reduction in appropriations for the following accounts.

Amount	Fund	Account Name	Account Number
\$ 50,000.00	Street Maintenance	Part Time Salaries	101400.513200
\$ 50,000.00	Street Maintenance	Professional Services	101400.541000

SECTION 2. This ordinance shall take effect at the earliest opportunity allowed by law.

Steven Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

I certify that there is money in the treasury, or is in the process of collection, to pay the within ordinance

Michael A. Turner, Director of Finance