



Planning Commission
AGENDA OF JULY 11, 2023
CITY HALL COUNCIL CHAMBERS
7:00 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. Regular meeting of June 13, 2023

CORRESPONDENCE

Administrative Approvals & Zoning Certificates

1. **PPZ2023-0201: Equinox Salon, 32662 Center Ridge Rd**
Approval of a Certificate of Zoning Compliance for a Hair Salon.
2. **PPZ2023-0200: 83 & Chestnut Pub and Eatery, 9001 Avon Belden Rd**
Administrative approval of a Planning Commission application to install a patio roof cover.

Master Plan Update

Ready to Imagine Town Center Pop Up Party – July 20, 6-8pm, City Hall parking lot

OLD BUSINESS

NEW BUSINESS

1. **PPZ2023-0204: Eagle Meadow, Sugar Ridge Rd & Bender Rd, PPN 07-00-047-000-111**
Proposal consists of final approval for the subdivision which includes 41 single-family units and 26 cluster units for a total of 67 units. Property zoned R-1 Residence District. Planning Commission granted preliminary approval on December 14, 2021.

ADJOURNMENT

Meetings are broadcast on the North Ridgeville YouTube channel at:
www.youtube.com/channel/UCThTaGFRof_AOvxSYAzMNYg
Visit the Planning Commission webpage to access agenda items:
<http://www.nridgeville.org/PlanningCommission.aspx>

**NORTH RIDGEVILLE PLANNING COMMISSION
MINUTES OF REGULAR MEETING
TUESDAY, JUNE 13, 2023**

CALL TO ORDER:

Chairman Smolik called the Planning Commission meeting to order with the Pledge of Allegiance at 7:00 PM.

ROLL CALL:

Present were members Paul Graupmann, Steve Ali, Paul Schumann, Council Liaison Bruce Abens and Chairman James Smolik.

Also present were Chief Building Official Guy Fursdon, Assistant Law Director Morgan, City Engineer Christina Eavenson, Planning and Development Director Kimberly Lieber and Deputy Clerk of Council Tina Wieber.

MINUTES:

Chairman Smolik asked if the members had a chance to review the minutes of the regular meeting on May 9, 2023. He asked if there were any corrections. Hearing no corrections, the minutes were approved.

CORRESPONDENCE:

Administrative Approvals & Zoning Certificates

1. **PPZ2023-0191: Transcendence Health LLC, 36591 Center Ridge Rd, Suite 101**
Approval of a Certificate of Zoning Compliance for Chiropractic office.
2. **PPZ2023-0170: Sagamore Companies, 38207 Center Ridge Rd**
Administrative approval of a Planning Commission application to install an industrial unit employee office.

Director Lieber stated two approvals had occurred in the last month. She commented that one was a zoning certificate for Transcendence Health, LLC, at 36591 Center Ridge Road and that the other was administrative planning approval for Sagamore Companies of their work trailer at their leased property at Beckett. She stated that that would involve some installation of additional landscaping on that site. She stated that the unit had been in place for quite a few years and the applicant had been made aware that they would further need to seek Building Department approval for a permit for the unit and for any utility work that was done there in the past.

Master Plan Update

Chairman Smolik stated that the Steering Committee had meeting number five on June 7, 2023 and one of the topics of discussion were case studies of other communities that were similar bedroom communities and those were Dublin, Ohio, South Lake, Texas and Carmel, Indiana. He stated that they looked at the town center features, which would be looked at for North Ridgeville at Route 83 and Center Ridge Road. He stated that another concept they explored was a neighborhood town center and an example of that would be Route 83 and Mills Road, the Bistro 83 Plaza. He stated they explored areas

**NORTH RIDGEVILLE PLANNING COMMISSION
REGULAR MEETING – TUESDAY, JUNE 13, 2023**

PAGE 2

throughout the town where maybe another similar situation like that might happen. He added that the City was having a Ready to Imagine Town Center Pop-up Party that would happen July 20, 2023 in the front lawn of City Hall. He stated that that would be further exploring the Town Center concept and he encouraged everyone to go and attend to voice their opinion on that subject. He discussed that the Master Plan was very important because if development continued at the current progress, the City would be out of land in ten years. He mentioned that they had to be smart about it with what land they had left.

NEW BUSINESS:

PPZ2023-0193: Veterans Memorial Park, 7565 Avon Belden Rd, PPN 07-00-022-101-059

Proposal consists of constructing Veterans Memorial Park on land in South Central Park owned by the City of North Ridgeville. Property zoned R-1 Residence District.

Application was read.

Chairman Smolik asked the applicant to state his name and address for the record and explain the proposed project.

Mark Steinbrunner, 37400 Sugar Creek Lane, North Ridgeville, OH 44039.

Mr. Steinbrunner explained that a few years back, he had reached out to Councilman Maleski to see if he could get a plot of land to build the memorial. He stated that it was something that the City needed and that with many veterans living in the City, it seemed appropriate that they build one. He mentioned that it would be across the street at Route 83 and Bainbridge Road. He stated that it would incorporate a walkway and they were going to attach it to the existing walkway that went through South Central Park. He mentioned that it would wind its way through and they would have some mounds to enclose it a little bit. He stated that they would add a few trees and as they took the walkway, it would take them around to the flag display that would have every service flag, the United States flag, the Ohio flag and the POW flag and they would be lit up. He continued that they were selling pavers throughout the City and would allow veterans throughout the City to put their names onto the display also. He stated that coming around it there would be stones going in a circle for every conflict that the United States had been in. He added that it would also have a fountain that was more of a water source fountain. He stated that on the fountain it would have engraved every North Ridgeville resident who gave the last full measure to the country. He commented that it would incorporate a nice landscape.

Chairman Smolik asked if there were questions or comments from the Commission.

None were given.

Chairman Smolik asked there were any questions or comments from the Administration.

None were given.

Chairman Smolik asked if there were any questions or comments from the general public.

Elaine Schroeder, 7416 Avon Belden Road, North Ridgeville, OH 44039.

Ms. Schroeder stated that she lived directly across from the park that they were putting in.

Ms. Schroeder asked if it was City owned property, why were they rezoning it.

Chairman Smolik stated that to his knowledge it was not being rezoned.

Ms. Schroeder stated that she was in favor of cleaning up that corner but because she lived right across the street, she was hoping that the lights wouldn't shine in her windows.

Keith Martin, MBD Homes, 39186 Center Ridge Road, North Ridgeville, OH 44039.

Mr. Martin stated that MBD Homes was the general contractor for the project. He discussed that the lighting that was referred to was just lighting for the flags only. He stated that the biggest concern that they had was for vandalism at night and of course they didn't want to be a burden, so the City would be taking responsibility for it once it was completed. He mentioned that from what he understood, the lights probably wouldn't be there and he didn't think there would be an issue with lighting up her house and added that they didn't want to light up her house. He stated the lights would be for the focal point of the flags only and he assumed that they would be from dusk until dawn.

Ms. Schroeder asked if it would just be at the base with the lights pointing up.

Mr. Martin stated that was correct.

Mr. Schumann stated that he had a question regarding form. He stated that they were a recommending body and they would be recommending to Council and asked if that was correct.

Director Lieber stated that it was.

Member Schumann stated that he noticed on some of the application packets there were questions about having all the stuff in for lighting and for landscaping. He asked if the Commission had it within their purview to make it a condition to have an administrative review on those parts. He asked if that was something that was done.

Chairman Smolik explained that a lot of times there were conditional approvals but there were also times where lighting and things would be done by administrative approval.

Director Lieber stated that regarding that particular project, she recommended that Planning Commission include a condition of approval that the final plant selections be reviewed with the Parks & Recreation staff and approved prior to installation. She commented that they were aware that they were subject to the availability of their donors and they were sensitive to that. She stated that they just wanted to make sure that the plants that were selected were appropriate for the soils and that they wouldn't create a maintenance burden long term for the parks. She added that that was the one condition that she would recommend for that project. She discussed that she wanted to point out that the woods that abutted Avon Belden Road, that wooded area, any tree clearly had mostly been done and most of those woods would remain with that project. She mentioned that for residents that lived on the the opposite side of Avon Belden Road, those trees would stay there as a buffer for lights and for activity.

Ms. Schroeder asked if it would be totally cleared.

**NORTH RIDGEVILLE PLANNING COMMISSION
REGULAR MEETING – TUESDAY, JUNE 13, 2023**

PAGE 4

Director Lieber stated that it wouldn't. She mentioned that in looking at the plan shown on the screen, the outline to the left, to the west side around the open piece, those were existing trees to remain. She stated that the whole open area really wouldn't be touched, other than maybe in the future there might be a sidewalk carried out to Avon Belden, but that would be a future phase.

Assistant Law Director Morgan stated that if there was anything in the ordinances, they didn't have to specifically approve it, they would still be subject to it. She mentioned that the approval was always subject to ordinances as well. She stated that at the pre-hearing they indicated that they had no problem with Parks & Recreation giving them the ultimate approval for the landscaping.

Member Schumann asked if she was referring to the Building Department.

Assistant Law Director Morgan commented building ordinances, engineering and whatever it took. She added that they were always subject to those that were on the books.

Chairman Smolik asked if there were any questions or comments from the general public.

Dennis Boose, 6405 Denise Drive, North Ridgeville, OH 44039.

Mr. Boose stated that as a member of the North Ridgeville Park & Recreation Commission, they had come before the Commission a couple of months ago and were approved a recommendation for a fully funded project. He mentioned that at that time the project was not fully funded and he wanted to make sure that was the case today. He stated that there were a couple of pieces of information about the funding and the cost of the project that weren't the same within the document. He discussed that on the North Ridgeville Veterans Memorial page it said that their goal for the group was to raise \$345,000 and they had generated \$287,000. He commented that on the proposal summary it showed that the total investment summary was about \$245,000, which would mean that they would have reached that goal. He stated that the main concern of the Commission was that it was fully funded. He added that it was his understanding that they were able to lower the costs of some of the things that they were originally going to do. He stated that other than that, it was a wonderful project that was done the right way. He mentioned that they organized and created a 501c3. He discussed that they did all the things that they needed to like going for grants. He added that the was behind the project as long as it was fully funded.

Chairman Smolik asked Assistant Law Director Morgan if financial disclosure in a public meeting would have to go to executive session or if it was something they could announce publicly.

Assistant Law Director Morgan stated that they could announce it if they chose to.

Mr. Boose stated that one of the reasons it was important to the Commission was that it was being built on the City's land. He discussed that if they were doing it on private property with a private contractor and such, they would have the wherewithal that if they ran out of money, they would have to do something to come up with it. He stated that it wasn't as easy for a non-profit organization to do that on City owned property. He explained that the task was to make sure at the end of the day, that the City wouldn't have to come up with some money to finish the project. He added that he looked forward to the project being completed.

Chairman Smolik asked if the applicant wanted to state where they stood financially as far as funding the project.

Mr. Martin explained that when he first took on the project, they only had one bid at that time for each trade. He mentioned that since he took over, they had received numerous bids from numerous contractors and they had received more donations for free work. He added that that was where they were able to get the majority of those costs down. He discussed that they did make some concessions on the overall project, such as taking out the walkway to State Route 83, as well as they did some shortening on the fountain and they agreed to different products regarding that to get the cost down. He added that that was how they were able to get the costs down dramatically.

Chairman Smolik asked if it was funded.

Mr. Martin stated that it was funded. He discussed that they had a piggy bank with the County, the State and with the donations of roughly two hundred ninety eight thousand and some change and that they came in at two hundred forty five thousand, as Mr. Boose had stated. He commented that they had presented that to the Commission and they did have excess for that variable, which they would look at. He explained that he, as a general contractor and working with the City, they had to monitor that but they were on track currently to achieve that.

Jim Maleski, 6088 West Breezeway, North Ridgeville, OH 44039.

Mr. Maleski stated that he was the treasurer of the group. He discussed that exactly what Mr. Martin stated was correct but in order to be completely transparent, one hundred thousand dollars of it was a grant that Nate Manning got them through the Ohio State budget and the City would actually have control over that and would be giving them part of that money. He added that in their actual bank account was one hundred ninety four thousand dollars and the one hundred thousand would be in the hands of the City. He mentioned that the last he had talked to the Mayor about two weeks ago, they were still waiting for that money to come in but that was where the other portion of it was coming from.

Chairman Smolik asked if there were any other questions or comments from the general public.

None were given.

Chairman Smolik asked if there were any questions or comments from the Administration.

None were given.

Chairman Smolik asked if there were any questions or comments from the Commission.

Mr. Abens stated that it looked like a great project but asked who would be responsible for maintaining that.

Mr. Boose commented that as Director Lieber had stated, since it was on City property, once it was completed, the City owned it and they would have to maintain it. He explained that one of the reasons that they wanted to make sure that they reviewed the plantings and such was to make sure that they were low maintenance and that they could take care of it but it would be the City's responsibility.

Chairman Smolik asked if there were any further questions or comments from the Commission.

None were given.

Moved by Graupman and seconded by Ali to approve the application as presented.

Member Schumann asked if they were including wording about the condition that Director Lieber mentioned.

Chairman Smolik stated that he could add a condition to the motion.

Member Graupmann stated that he thought Director Lieber stated that because they had to abide by the procedures and that sort of thing for the City that they didn't have to do that and asked if he misunderstood.

Director Lieber stated that she didn't think it could hurt to add a condition of approval that final plant selections be approved by Parks and Recreation.

Moved by Graupmann to amend his motion and seconded by Ali to include that the final plant selections be approved by Parks and Recreation.

A roll call vote was taken and the motion carried.

Yes – 4 No – 0 Abstained – 1(Smolik)

PPZ2023-0194: Elite K911 Dog Training, 31740 Cook Rd, PPN 07-00-004-110-038, 07-00-004-110-037
Proposal consists of constructing a 1,130 square foot addition to the rear of the existing kennel and training building in order to provide dog grooming services. Property zoned B-3 Highway Commercial District.

Application was read.

Chairman Smolik stated that it was his understanding that the applicant revised his submission and the Commission was only looking at the pool and deck portion.

Mr. Stella stated that was correct.

Chairman Smolik asked the applicant to state his name and address for the record and explain the proposed project.

Charles Stella, 31740 Cook Rd, North Ridgeville, OH 44039.

Mr. Stella stated that he was looking to get approval for a dog diving pool with a deck attached to it on the back side of the property. He added that originally it was going to be the grooming as well but they decided to pull that for now and just wanted to focus on the pool and the deck itself. He discussed that they did dock diving, which was a sport where dogs jumped for distance and it was a pool designed specifically for dogs. He stated that regarding the deck, there was a specific distance that they had to go with the deck for the pool for jumping to qualify.

Chairman Smolik stated that he noticed that there was a creek there and asked if it was within the 100 year

flood plain.

Mr. Stella stated that he wasn't sure about that. He stated that he had asked that originally when he first bought the property and they said that that didn't really apply because the creek wasn't maintained. He commented that he wasn't sure if that had anything to do with that.

Chairman Smolik stated that it would probably make it worse but it did not have anything to do with that.

Mr. Stella stated that he had seen the water come up pretty high and that he had been there for sixteen years.

Chairman Smolik asked if it would be an above ground pool.

Mr. Stella stated that it was an above ground pool and would be 54 inches high.

Chairman Smolik asked if the deck was above ground as well.

Mr. Stella stated that the deck was almost six feet in the air and it was considerably farther away from the creek. He stated that the corner of the pool was near the creek and then it went away from there.

Chairman Smolik asked regarding safety fencing, if he just had a gate to get up onto the deck or what would he have there.

Mr. Stella stated that his property had a six foot fence all the way around it, the whole property. He explained that the back area, which the creek separated from the front, was fenced on its' own from the front. He stated that the deck and the access to the pool would also be gated.

Chairman Smolik asked if there were any questions or comments from the Commission.

None were given.

Chairman Smolik asked if there were any questions or comments from the Administration.

Director Lieber stated that her report contained comments mostly related to the addition and the parking changes and wouldn't be relevant to just the pool addition. She commented that she had no objection to the pool and deck, so long as its' placement met the required setback there might be from the ditch.

City Engineer Eavenson stated that the pool wasn't the focus originally and asked that during the final engineering review that he add some dimensions to the side yard as well as the ditch. She discussed that she wanted to see some space between that watercourse and the pool. She asked if there was a blow up on the dimensions of the pool and asked if he had dimensions on the pool.

Mr. Stella stated that the pool was 30 by 18 and he had it on one of his drawings.

City Engineer Eavenson stated that when he submitted the package to engineering, he would need to make sure all of the dimensions were on there as well.

Mr. Stella stated that he would do that.

**NORTH RIDGEVILLE PLANNING COMMISSION
REGULAR MEETING – TUESDAY, JUNE 13, 2023**

PAGE 8

Chairman Smolik asked if there were any questions or comments from the general public.

None were given.

Chairman Smolik asked if there were questions or comments from the Commission.

None were given.

Moved by Smolik and seconded by Graupmann to approve the application for the pool and deck only.

A roll call vote was taken and the motion carried.

Yes – 5 No – 0

PPZ2023-0195: Chase Bank, 34385 Center Ridge Rd, PPN 07-00-016-112-067

Proposal consists of constructing a new 3,384 square foot drive-through bank at the corner of Center Ridge Road and Pitts Boulevard. Property zoned B-3 Highway Commercial District.

Application was read.

Chairman Smolik asked the applicant to state her name and address for the record and explain the proposed project.

Erin Gogolin, Bohler Engineering, 1 Allegheny Square, Suite 402, Pittsburgh, PA 15212.

Ms. Gogolin stated that with her she had Vaughn Benson, who was with FMS Architects and was the architect on the project.

Vaughn Benson, FMS Architects, 995 West Third Ave, Columbus, OH 43212.

Ms. Gogolin stated that they were there on behalf of JP Morgan Chase Bank to present their application for the construction of an approximately 3,300 square foot bank branch on the corner of Pitts Boulevard and Center Ridge Road. She discussed that at the current site the existing driveway was pretty close to the intersection and was probably about thirty feet. She stated that they were looking at moving that driveway approximately 170 feet away from the intersection. She mentioned that she went out there before the meeting to see how close it was because looking at plans, what you saw was one thing but to see it in real life it was really a lot closer. She stated that it would be a vast improvement. She commented that their development included 25 parking spaces, circulation around the building and an ATM. She stated that they were also proposing an underground detention system to attenuate any storm water management requirements.

Chairman Smolik asked if there were any questions or comments from the Commission.

Mr. Graupmann asked if the Commission had received a proposal to place a Jiffy Lube a few months ago in there as well. He stated that he didn't know what the status of that was but that it would be close to that and asked if he was correct.

Director Lieber explained that the Jiffy Lube project withdrew and Chase would be in its' place.

Member Schumann stated that there were a couple of recommendations from the Planning Review including the cross access agreement and asked if that had been taken care of yet.

Ms. Gogolin stated that they were in talks with the landlord to obtain that agreement. She explained that they were aware of the project but they didn't have that finalized yet.

Member Schumann stated that there was a 10-foot plant buffer.

Ms. Gogolin stated that they had adjusted the site plan and it was a 15-foot buffer now and also placed a 6-foot high, opaque fence to block any light along that residential property.

Member Schumann asked if the cut sheet for the lights had been provided.

Ms. Gogolin stated that they were.

Member Schumann recommended that the Commission included the cross access agreement as a requirement.

Mr. Abens asked if the project had at least a 90% possibility of going through since Jiffy Lube pulled out.

Mr. Benson said that he would say more than 90%.

Member Ali commented that it was in his front yard. He stated that he would rather see that type of project going in versus a Jiffy Lube for traffic. He stated that his main concern was landscaping, the buffering, and also the traffic and driveways because it did get busy in the morning and afternoons. He added that to him it was a better fit of a project for that corner right there because it did get hectic.

Member Schumann stated that he sat over there yesterday and watched traffic coming out of Giant Eagle and that the project would change the traffic pattern a lot. He stated that a lot less people would be taking the cut through because they were going to have to drive all the way through the bank, so a lot of them would just go out the other way. He stated that it would change the pattern a little bit and didn't think it was necessarily a bad thing. He added that even though he was sitting there for a very short period of time, the cars did back really quick because they had to make a quick left turn. He mentioned that there wasn't any landscaping there currently but it was going in and it would be better than what was there currently.

Chairman Smolik remarked that the old Giant Eagle went basically straight to Pitts Boulevard and now they would have to go south and around. He asked if right at that corner where the Giant Eagle building was, which would be the northwest corner, could they modify the curb there so that it wouldn't be a true right angle but more of a turn, so that it would be guiding people. He added that if they were traveling west, it would just make easier wayfinding than to go directly south.

Ms. Gogolin said, yes.

Chairman Smolik asked if there were any questions or comments from the Administration.

Director Lieber expressed her appreciation with the applicant working with the staff through various site plan iterations to try and connect that piece to the plaza, which didn't always have the most logical

internal traffic circulation. She noted that even the parking spaces on that west side of the plaza had also been reoriented and she thought would help internal traffic flow throughout that area. She commented that it would definitely be a benefit and appreciated that.

Chairman Smolik asked if there were any questions or comments from the Administration.

None were given.

Chairman Smolik asked if there were any questions or comments from the public.

None were given.

Chairman Smolik asked if there were any questions or comments from the Commission.

None were given.

Moved by Schumann and seconded by Graupmann to approve the application with the provision that they provided a copy of the cross access agreement.

A roll call vote was taken and the motion carried.

Yes – 5 No – 0

PPZ2023-0196: BCubed Biggby Coffee, 35095 Center Ridge Rd, PPN 07-00-021-119-151

Proposal consists of constructing a new 361 square foot drive-through coffee shop at the corner of Center Ridge Road and Ranger Way. Property zoned B-3 Highway Commercial District.

Application was read.

Chairman Smolik asked the applicant to state his name and address for the record and explain the proposed project.

Michael Sertich, 2440 Woodhawk Lane, Avon, OH 44011.

Mr. Sertich stated that they were a Lorain County based operator of Biggby Coffee Franchises and they were excited to bring the BCubed concept to North Ridgeville. He explained that it was a drive-through coffee kiosk and primarily they would get their customers through the drive-through window but there would be a walk-up window as well. He stated that he had Bennett Weickert with him from Star Incorporated, who could talk more about the physical natures of the project as he had been their lead on a BCubed project previously.

Bennett Weickert, Star Design Build, 46405 Telegraph Rd, Amherst, OH 44001.

Mr. Weickert stated that it would be a 361 square foot modular constructed coffee kiosk primarily drive-through only traffic with a couple employees. He discussed that they had worked with Guy, Kim and Christina's department on the traffic flow within the Aldi Plaza to make sure that there wasn't any safety issues with cars navigating through the parking lot to enter the drive-through lane, meeting the 10 car stacking requirement, bypass lane and safely exiting the plaza at either Center Ridge Road or Ranger

Way.

Chairman Smolik asked if there were any questions or comments from the Commission.

Member Schumann stated that there were some items that came up on the Planning Review from the Director and asked if they had provided a calculation summary on the lighting plan yet.

Mr. Weickert stated that the photometric plan was provided with the cut sheets on the light fixtures for the building and there were some modifications made to the landscaping plan. He explained that Kim had mentioned that there were some possible issues with plant diseases across the boxwood blight so their landscaper suggested a good alternate would be the green luster Japanese Holly, 18 to 24 inches tall.

Member Schumann stated that there was some question as to screening of headlights.

Mr. Weickert commented that that was part of their landscape revision. He stated that the landscape along the north side of the property there or west side, where the drive-through lights would be shining, they proposed arbovitae trees there, 5 to 6 feet in nature, so that they would block the vehicle lights shining onto Center Ridge Road.

Member Schumann asked that when they construct the building, he noticed that the elevation was higher on the lot than it was on the parking lot for the strip mall there and asked if they would drop it down to the same level.

Mr. Weickert stated that they hadn't received their final grading plan from their Civil Engineer yet but he imagined that he would be stripping the topsoil off and adjusting grades. He mentioned that the purpose of the parking lot there was that it was all going to sheet drain to the bioswale retention, which was the stone area to the south of the sidewalk and then that would filter through that and tie into all the existing storm water.

Council Liaison Abens stated that he heard the term modular construction used.

Mr. Weickert said, yes, that was correct.

Council Liaison asked who the manufacture was.

Mr. Weickert stated that the manufacturer was BQ Manufacturing out of Michigan. He explained that when they submit their package, they basically have building official approval. He stated that it was modular built in a controlled environment and shipped in different pieces and then it would be set up in one day on foundations that they built in the ground and would get inspected through the City. He remarked that in about a day the coffee shop would be there and it was a pretty unique construction.

Council Liaison Abens stated that he understood but that unfortunately it wasn't subject to real estate taxes because modular buildings were considered equipment.

Mr. Weickert stated that he wasn't familiar with that.
Council Liaison Abens that he was.

Victor Kirallah, 24500 Chagrin Blvd, Beechwood, OH 44122.

Mr. Kirallah stated that he was their real estate broker and that based on the lease that they signed, they would pay real estate tax to the landlord and it was on a pro rata share.

Council Liaison Aben stated that that was fine, it was just that modular buildings were considered equipment so they were considered not taxable by real estate. He added that he was in the business for 30 years. He stated that he wasn't objecting but was just pointing it out.

Member Schumann asked if the building itself wasn't taxable.

Council Liaison Abens stated that was correct.

Member Schumann asked if the improvements of the property would be taxed.

Council Liaison Abens stated yes, probably, but not the building itself.

Chairman Smolik asked if the existing underground retention had enough capacity for the additional impervious area.

Mr. Weickert stated that the additional storm collected on two different retention ponds on the south side of the Aldi Plaza and it was a very minimal impervious area that they were adding, based on the overall asphalt parking lot that was out there.

Chairman Smolik asked if there was excess capacity.

Mr. Weickert stated that there was enough room for it for what they were adding.

Chairman Smolik asked if there were any questions or comments from the Commission.

Council Liaison Abens commented that he did like the idea that they would have a walk-up window as well.

Chairman Smolik asked if there were any questions or comments from the Administration.

Director Lieber stated that she appreciated the applicant and that they moved that building in every possible configuration given the odd little size of that scrap of green space that was left, plus utility easement and an existing parking lot and they were not deterred. She remarked that they finally discovered a layout that met the queuing, met the bypass, met the setbacks and worked with them on some landscape enhancements and she appreciated that they made all the additional revisions and submitted additional information. She stated that it looked like a good project.

Chairman Smolik asked if there were any questions or comments from the general public.

Holly Swenk, 36259 Center Ridge Road, North Ridgeville, OH 44039.

Ms. Swenk asked if it was coming out of Ranger Way, had there been consideration to school traffic and bus traffic and what if cars had to block to get in.

Director Lieber stated that they currently showed 10 space stacking but that was still well within the site. She stated that if cars were to stack beyond that, and she didn't know if they had done a study regarding how many they could contain, but it was vastly more than that. She discussed that because of where the curb cut was to Ranger Way, as shown on the plan, where the entrance started and how far in the site that was from where the actual curb cut was, she didn't believe that there was a likelihood that they would ever get to the point where that traffic was actually all the way out onto Ranger Way with their quick service time of quick coffee versus food and those types of things.

Chairman Smolik asked if it was just coffee or if there would be food as well and what was the average service time.

Mr. Sertich stated that they had a limited food menu mostly consisting of breakfast items. He discussed that they offered a variety of bagels, muffins, donuts and breakfast sandwiches, which would be the basic ham, egg and cheese kind of oriented sandwiches. He stated that the majority of the business would be coffee-based drinks. He commented that the average service time was about three and a half minutes.

Chairman Smolik asked if it was three and a half minutes per car.

Mr. Sertich stated that it was from ordering to departure.

Chairman Smolik asked where the order location was.

Mr. Weickert stated that it was roughly four cars back from the drive-through window. He stated just to the right side of the rock, as shown on the plan, the bioswale area, it showed the menu board and that was roughly at the fourth car. He mentioned that it was kind of their sweet spot for getting an order and being able to process them through by the time they got to the window. He discussed that from the point of order to the point that they would be leaving the drive-through, was roughly three and a half minutes.

City Engineer Eavanson stated that it wasn't a split but was part of the shopping complex and asked if that was correct.

Mr. Kirallah stated that was correct.

City Engineer Eavanson asked if regarding cross access, easement and shared utilities, was there an agreement.

Mr. Kirallah said there was.

City Engineer Eavanson stated that when they made their final submission to give her a copy of that as well.

Chairman Smolik asked if there were any further comments or questions from the Commission.

None were given.

Moved by Graupman and seconded by Ali to approve the application as presented.

A roll call vote was taken and the motion carried.

Yes – 5 No – 0

Zoning Code Update

Proposed amendment of Chapter 1292 Nonconforming Uses

Director Lieber stated that many of the City's chapters existed from the 1960's and that was a good example of one that needed a fresh look and seemed kind of like low hanging fruit. She stated that she wanted to present it to the Commission as a first look for either their continued discussion or recommendation to Council. She discussed that some of the concerns that came up in regards to some properties in the City that currently had property maintenance violations against them, was that if a structure were destroyed by fire, that currently per that chapter, could start to rebuild within one year and could be completed within two years. She explained that it was very unusual for communities to allow non-conforming structures to be fully rebuilt up to two years after they're destroyed when by nature, a non-conforming building or structure didn't belong in that district. She added that it might have been grandfathered in or predated a code, but to allow complete reconstruction of a destroyed building was not really current planning in terms of how they thought about addressing non-conforming structures. She stated that the other concern was the voluntary discontinuation of uses which was also two years or more. She mentioned that it was a very long period of time to allow for voluntary discontinuation. She added that at one year and eleven months and eleven days that that use could resume. She discussed that the non-conforming chapter was there to be an outlet for uses that existed legally at the time they were built or implemented but then because of changes in zoning, had created a situation where those uses or structures would no longer meet code. She stated that the goal was to allow that property owner continued usefulness of their land or the building, but not to also provide for a transition for that use or that building to become conforming in the future. She stated that she found some of the time frames and some of that language to just open the door way too wide and that might not ever result in that hoped for compliance. She added that some of the language dated from 1966 and it felt like it was time to have a set of fresh eyes on it. She mentioned that it continued to allow non-conforming use to continue after the effective date of the proposed ordinance, so long as it was maintained and otherwise in compliance with the City's ordinances. She stated that the next section she proposed talked about how non-conforming structures can continue to be used or modified. She discussed that repair, maintenance and alterations could be done, so long as no new non-conforming condition was created or made worse. She gave the example of a building encroaching into a setback and that one could alter it but they couldn't further encroach into the setback or get closer to the property line, closer to the neighbor. She added that if a non-conforming structure would be moved, that it would also have to be made conforming at that point. She stated that regarding the removal or reconstruction, a more typical standard rather than that completely demolish and could still build in two years, tended to be 50 percent or more of the total floor area. She mentioned that that was what she was proposing in that case, or 50 percent of a replacement value. She added that if there was a fire or storm and something was damaged beyond that, it would then lose its non-conforming status. She stated that unique situations always occurred and rules were made for the majority but there would always be a time where there might be something of historical significance that would be considered non-conforming, and if it were damaged by more than 50 percent, it might be a compelling reason for the BZBA to grant a variance for example, to allow the continuation of that building or use. She stated that the other 99% of the time that would allow them to move towards greater compliance in the buildings and uses. She discussed that she separated out structures versus uses. She explained that not every non-conformity was about a building but could also be about how a property was used or other features of that property. She stated that the

use section talked about changes in use and that voluntary discontinued uses would shrink that two-year window down to one year. She commented that it gave examples of what voluntary discontinuance would be, which were vacancy, disconnection of utilities or removal without replacement of equipment and furnishings that would be related to that use. She stated that there was also a little section about accessory uses and explained that they couldn't continue an accessory use to a non-conforming use, if that principle non-conforming use has been discontinued. She remarked that it made sense that the accessory was an accessory to a principle and if the principle was no longer there, the accessory should also be discontinued. She stated that it was the first look that the Commission had regarding the proposed changes and she welcomed their questions and conversation and ultimately, if they felt comfortable, could make a recommendation. She added that if they wished to discuss further or had questions, they could come back, revisit and make amendments. She stated that there wasn't an urgent matter driving it, it was just simply brought to her attention and it felt overdue for a little attention, which was why it was before the Commission.

Chairman Smolik asked if there were any questions or comments from the Commission.

Mr. Schumann asked who would determine the 50 percent.

Director Lieber stated that the floor area was a calculation that they could do based upon their records. She explained that regarding construction value, she imagined a contractor would submit that and the Chief Building Official would review and determine if that seemed like adequate documentation.

Mr. Schumann asked if it would include a building that was neglected to the point where it was 50 percent.

Director Lieber stated that she supposed it could.

Council Liaison Abens asked as it pertained to businesses that operated or opened up in non-conforming zoning areas, could that be used to force them out or cease operations.

Director Lieber explained that the chapter dealt with uses that were otherwise legal at the time they were established. She mentioned that if there was a business that opened in a district where it never should have opened in the first place, that would be an illegal non-conforming use and the City could take action on that business regardless of that chapter. She stated that if the business existed legally and then the district was changed, then that chapter would come into play and they would be protected by that chapter, up until they discontinued or demolished or moved or that kind of thing.

Chairman Smolik asked if there were any questions or comments from the Commission.

None were given.

Chairman Smolik asked if the Commission wanted additional time on the subject or were they ready for a motion. He asked if they wanted to have discussion on it.

Member Graupmann stated that he thought Director Lieber explained it pretty well and didn't think there was much left to discuss.

Chairman Smolik stated that he agreed. He mentioned that he thought that she did a good job on that

chapter just like the previous chapters and appreciated it.

Assistant Law Director Morgan stated that she wanted to make sure that there wasn't anything in the ruled or by-laws that prevented them from acting on it.

Deputy Clerk of Council Wieber stated that there was not.

Mr. Schumann stated that he felt very comfortable voting at that time.

Moved by Graupmann and seconded Schumann by to approve the proposed amendment of Chapter 1292.

A roll call vote was taken and the motion carried to approve Chapter 1292, Nonconforming Uses.

Yes – 5 No – 0

ADJOURNMENT:

The meeting was adjourned at 7:55 PM.

James Smolik
Chairman

Tina Wieber
Deputy Clerk of Council

Tuesday, July 11, 2023
Date Approved



June 8, 2023

David Maldonado
10170 Station Road
Columbia Station, OH 44028

Re: New Business at 32662 Center Ridge Road (Equinox Salon)

Dear Mr. Maldonado,

The zoning certificate for your new business has been approved and is enclosed for your records. Please be aware of additional obligations under state building and fire codes:

If there is a change of occupancy classification in a commercial building under the Ohio Building Code or you intend to perform work other than interior finishes (painting, flooring), you will require approval and a building permit. **For assistance, please contact the North Ridgeville Building Department at (440) 353-0822.**

In all commercial spaces, fire extinguishers need to be visible in a common area, exits must be kept clear of debris and exit lights must be kept in good working order. Any fire alarm or sprinkler systems need to be tested annually. Ensure your address is visible from the street and keep your Certificate of Occupancy posted inside the business. **For assistance, please contact the North Ridgeville Fire Department at (440) 353-0839.**

We welcome your new business to North Ridgeville and wish you much success in our community.

Sincerely,

Kimberly Lieber, AICP
Director of Planning and Development



Certificate of Zoning Compliance

EQUINOX SALON
32662 CENTER RIDGE ROAD
NORTH RIDGEVILLE, OH 44039

This certifies that the proposed use stated for the above referenced address complies with the provisions of the North Ridgeville Zoning Code. This certificate shall remain valid so long as buildings and property are used and maintained in accordance with approved plans. No other changes or modifications to the building(s) or site improvements, not approved or exempt under a Certificate of Occupancy, are permitted or approved.

Application Number: PPZ2023-0201

Proposed Use: Hair salon

Current Zoning: B-3 Highway Commercial District

Applicant: David Maldonado

Property Owner: HAJDARI, LLC, Ergen Qoku

Conditions/Notes:

This certificate does not provide approval to initiate any construction work. Any renovations or alterations to the building or tenant space must be approved and permitted by the Building Department prior to occupancy.

Signature of Approving Official

6/8/2023

Date Issued

Application for New Business or Change in Use

REC'D
JUN 08 2023

CITY OF NORTH
Ridgeville
EST 1810

APPLICABILITY

Section 1243.02(b)(1) When Required. Regardless of whether or not a building permit is required for construction activities, any change of use, establishment of a new use or new business occupancy must be reviewed and issued a Certificate of Zoning Compliance.

Section 1440.06 Notification of Change in Business Owner. Whenever a business, commercial or industrial space or building changes occupants, that new occupant is required to inform both the Police and Building Departments of his or her new occupancy to enable more reliable emergency response and hazard inspection.

APPLICANT: Excluding signage, are you proposing any exterior changes to the building or property? Examples include building façade changes, parking lot reconfiguration, landscaping changes, lighting changes, etc. **If so, DO NOT submit this form.** Planning review is required for your project. Contact the Planning and Economic Development Department for information about the development plan review process and submission requirements.

BUSINESS INFORMATION

EQUINOX SALON
Business name

32662 Center Ridge Rd
Business address

DAVID MALDONADO
Business owner

degunox@gmail.com
Business owner email

10170 STATION RD
Business owner home address

COLUMBIA STATION OH 44028
City, state, zip

(440) 725-6960
Business owner phone number

(440) 429-0488
Emergency phone number

PROPERTY OWNER INFORMATION

ERGEN QOKU HAJDARI LLC
Property owner name

2803 Forest Lake Dr Westlake OH 44145
Property owner address

City, state, zip

(216) 702-8075
Property owner phone

ergen-qoku@hotmail.com
Property owner email

USE INFORMATION

Florist
Previous use/occupant

875
Building/unit area (square feet)

Moving my existing HAIR SALON and will do all hair services
Describe proposed use*

*Based upon the proposed use, the City may require the additional submission of a site plan showing lot configuration, building locations, provision of adequate parking and loading, driveways, etc. If a proposed use is determined to be a conditional use in a particular zoning district, development plan review and Planning Commission approval is required.

AUTHORIZATION AND ACKNOWLEDGEMENT

[Signature]
Applicant signature

Ergen Qoku [Signature]
Property owner signature

Submit this application to the Building Department with the \$50 application fee.

I hereby authorize the City of North Ridgeville to view the premises and consent to their entry onto the property for the purpose of observing site conditions related to review of my application.

OFFICE	PPZ No.	Date Received	Amount Paid
	PPZ 2023-0201	6-8-23	\$50.00 - M.C.



June 9, 2023

Kurt Meng
Upper Level Roofing and Construction
8867 Bender Road
North Ridgeville, OH 44039

Re: PPZ2023-0200: 83 & Chestnut Pub and Eatery (9001 Avon Belden Road)

Dear Mr. Meng:

Your Planning Commission application to install a patio roof cover at the above referenced address has been administratively approved subject to the following conditions:

- The proposed rib metal roofing will be “Burnished Slate.”
- The brick pier extensions will be dark charcoal.
- Window and door frames will be painted black.

Please note that any color selections substantially different from those approved should be submitted to the City for review. This administrative approval does not provide authorization to initiate any construction work. Any construction activities or site work must be approved and permitted by the Building Department prior to performance.

Sincerely,

Kimberly Lieber, AICP
Director of Planning and Development

SUBMITTAL INSTRUCTIONS AND PROCEDURES

Plan reviews will be carried out according to the processes described in the City's Zoning Code.

- **Pre-Application.** Prior to making application, applicants are recommended to contact the city to discuss their development project. City staff will outline the review process and provide a checklist of required submittals.
- **Application Submittal.** Following the pre-application meeting, the applicant shall submit this completed application, fee and ten (10) sets of all required exhibits. All submissions shall be made in hard copy to the Building Department. Plans shall be collated, folded and easily legible.
- **Staff Review.** The applicant shall attend a staff review meeting and may be required to submit additional information and/or revised plans based on staff input.
- **Variances.** Where zoning variances are sought by the applicant, review by the Board of Zoning and Building Appeals will be necessary prior to consideration by the Planning Commission, requiring a separate application.
- **Decision or Referral.** Following staff review, complete submittals for Administrative Review projects may be considered for approval. For Council Review projects, complete submittals shall be referred to the next available Planning Commission meeting, which are held the second Tuesday of each month.

PROJECT INFORMATION

9001 Abby Beiden Road, North Ridgeville Ohio

Location address

Parcel number

Current zoning

PATIO ROOF COVER

Proposed project

APPLICANT/AGENT INFORMATION

UPPER LEVEL ROOFING AND CONSTRUCTION

Name/Company

8867 BEIDER RD, N Ridgeville

Applicant address

330-410-5320

Applicant phone

ULKORTMENY@GMAIL.COM

Applicant email

PROPERTY OWNER INFORMATION

83&Chestnut Pub and Eatery LLC / Christina Piche

Name/Company

37204 Freedom Avenue

Property owner address

216-326-6791

Property owner phone

83chestnutpubeatery@gmail.com

Property owner email

AUTHORIZATION AND ACKNOWLEDGEMENT



Applicant signature



Property owner signature

I hereby authorize the City of North Ridgeville, including Planning Commission members, to view the premises and consent to their entry onto the property for the purpose of observing site conditions related to review of my application.

OFFICE	PPZ No.	Date Received	ACTION
	PPZ 2223-0200	6-7-23	
	Planning Fee Paid	Engineering Fee Paid	
	150.00 CK 3229		approved 6/9/23 KJ.

NOTICE

THIS ARCHITECTURAL AND/OR ENGINEERING DRAWING IS GIVEN IN CONFIDENCE. IDEAS, CONCEPTS, AND DESIGN HEREIN ARE THE PROPERTY OF MAYER ARCHITECTURAL GROUP. NO USE, DISSEMINATION OR REPRODUCTION OF THE INFORMATION CONTAINED HEREIN MAY BE MADE WITHOUT THE EXPRESS WRITTEN CONSENT OF MAYER ARCHITECTURAL GROUP. ALL RIGHTS ARE HEREBY SPECIFICALLY RESERVED.

MAYER ARCHITECTURAL GROUP, INC.
COPYRIGHT YEAR 2019

 THE ADJACENT LOGO BOX IS 0.5" SQUARE. IF THE LOGO DOES NOT APPEAR 0.5", THE SCALE OF THE DRAWING HAS BEEN ALTERED.

9001 AVON BELDON ROAD
NORTH RIDGEVILLE, OHIO 44039

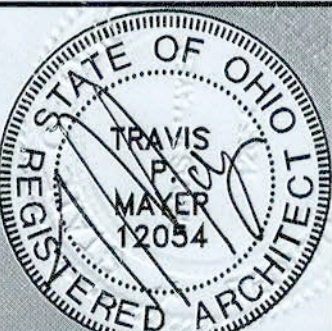
MAYER ARCHITECTURAL GROUP, INCORPORATED
1418 OHIO ROUTE 60 SUITE #5 - VERMILION, OHIO 44089

[illegible]

REGISTERED STATES:

OHIO
PENNSYLVANIA
MICHIGAN
INDIANA
ILLINOIS
WISCONSIN
NORTH CAROLINA
SOUTH CAROLINA

TRAVIS P. MAYER
1418 OH 60, SUITE #5
VERMILION, OHIO 44089
PHONE : 216.789.8292
MAYERARCHGRP@GMAIL.COM



TRAVIS P MAYER. LICENSE # 12054	EXPIRES 12.31.23
---------------------------------	------------------

COVER SHEET

PATIO ROOF ADDITION TO THE

83 & CHESTNUT PUB & EATERY

9001 AVON BELDON ROAD
NORTH RIDGEVILLE, OHIO 44039

PROJECT NO:	2023-80
DRAWN BY:	NDM
CHECKED BY:	TPM

SHEET NO:

CS-1

SYMBOL SCHEDULE		ABBREVIATIONS		GENERAL NOTES		CODE DATA REVIEW		DRAWING INDEX																		
DETAIL NO. SECTION NO. NUMBERS = WALL SECTION LETTERS = BUILDING SECTION SHEET DRAWN DRAWING NO. SHEET DRAWN ELEVATION NO. INTERIOR ELEVATION SHEET DRAWN CODED NOTE WALL TYPE ROOM NUMBER DOOR NUMBER WINDOW TYPE ELEVATION REVISION NUMBER REVISION NUMBER		CONCRETE MASONRY BRICK GRAVEL RIGID INSULATION STRUCTURAL GLAZED TILE FULLY COMPACT FILL STUD WALL BATT INSULATION CONCRETE (SECTION) FINISHED CONCRETE / ASPHALT		ABV above AFF above finished floor ACT acoustical tile A/C air conditioning ALT alternate ALUM aluminum AB anchor bolt ANC anchor ANOD anodized ARCH architect(ural) ASPH asphalt BSMT basement BRG bearing B.M. bench mark BM beam BLK block BLKG blocking BOT bottom BLDG building BRK brick Built built up CAB cabinet CB catch basin C.C. center CER ceramic CER ceramic CF ceiling fan CT ceramic tile COL column CONC concrete CMU concrete masonry unit CONST construction CONT continue CONTR contract(or) CJ control joint C.F. cubic feet C.Y. cubic yard DL dead load DIA diameter DM dimension DN down DR door DS down spout DWG drawing DF drinking fountain DW dishwasher ELECT electric(al) ELEV elevation EQ equal EQUIP equipment EXH exhaust FLR floor(ing) FND foundation FT foot FD floor drain FTG footing GA gauge GC general contract(or) GL glass, glazing GR grade, grading GRVL gravel HB hose bibb HDV hardware HTG heating HVAC heating, ventilating, air conditioning HM hollow metal HGT height HORIZ horizontal HWH hot water heater INCL include(d)(ing) INT interior INSUL insulate(d) INT interior JC janitor's closet JST joint LAM laminate(d) LAV lavatory LL live load MH manhole MFR manufacture(er) MAS masonry MATL material(s) M.O. masonry opening MAX maximum MECH mechanical MTL metal MIN minimum MISC miscellaneous NOM nominal NIC not in contract NTS not to scale O.C. on center(s) O/O out to out OP over, opening OPP opposite OD outside diameter OH overhead/overhang PVMT pavement PVC polyvinyl chloride PCF pounds per cubic foot PLF pounds per lineal foot PSF pounds per square foot PFI pounds per square inch QT quarry tile R radius REFRIG refrigerator REV revised RA return air R/W right of way RD roof drain RO rough opening R.S. rough sawn SCH schedule SECT section SHIT sheet SIM similar SC solid core specification(s) SQ square S.S. stainless steel STD standard STL steel STO storage SD storm drain STM storm sewer STR structural TEL telephone TOM top of masonry TAG tongue and groove TYP typical UR urinal VERT vertical VIT vinyl tile WC water closet WWM welded wire mesh WH water heater W/O without W/ with WD wood # number @ at and centerline		1. All work shall be performed in strict accordance with the O.B.C. And the local and federal governing codes. 2. All work shall be performed by workmen thoroughly experienced in their respective trades. 3. All manufactured items shall be installed in strict accordance with the manufacturers recommendations and/or with the standards of the industrial or trade association governing their work. 4. All electrical work will comply with the requirements of Chapter 27 O.B.C. And the National Electrical Code (NEC) NFPA 70, O.B.C. Approved edition and all local codes, and is subject to the approval of the state electrical inspector assigned by the Division of Factory and Building Inspection. 5. All H.V.A.C. work shall conform to the requirements of O.B.C. Mechanical Code and shall be installed in accordance with it's Underwriter Approval, the manufacturers recommendations and specifications and good engineering practice. 6. All phases of the plumbing work will comply with the O.B.C. Plumbing Code (4101:2-51) and the County Health Department and Board of Health. 7. The Contractor shall be responsible for obtaining all necessary permits and inspections required by the above named codes. 8. The Contractor shall be responsible for field verifications of all existing conditions during the bidding process. Any variation between actual conditions and the contract documents shall be brought immediately to the attention of the Architect and resolved at that time prior to submitting a bid. This also includes specific requirements as to procedures the owner or the landlord expects the contractor(s) to follow during construction, parking of the construction vehicles, deliveries, storage, staging areas, and any other items necessary to comply with all aspects of the lease and tenant obligations. No monetary consideration will be made for discrepancies brought forth once bids are submitted. 9. During the bidding period, conflict of detail or noting between specifications, written notes, bid forms and/or drawings, shall be brought to the attention of the Architect and the conflict resolved. Should the conflict be discovered after the start of construction, the contractor shall be responsible for providing the highest quality largest quality called for. 10. The Contractor shall furnish all work and materials necessary to complete the work even though they may not be specifically shown on the drawings. 11. The contractor shall be responsible for coordinating the work of all trades and shall check all dimensions. Any discrepancies shall be called to the attention of the designer and owner and shall be resolved before proceeding with construction. 12. All information contained in these construction drawings are the sole property of the architect / design. Copies are to be used for the exclusive purpose of constructing this space. Any use may violate the copyright laws of the United States. 13. The designer and architect assume no responsibility or liability for the use of these documents for any purpose other than specifically authorized by the afore mentioned and signed for the specific location in the state shown on the drawings and seal. 14. Special attention shall be given to existing areas surrounding the exterior of the project space. All construction and installed equipment, walks, and landscaped areas shall be protected and guarded by barriers or other means necessary to protect areas from damage during construction. All areas damaged will be restored to their original condition prior to final payment at the sole expense of the general contractor. 15. Install safety barriers during construction as necessary to protect the public from injury and access to the site. Review specific requirements with the landowner's tenant coordinator prior to beginning construction. 16. The general contractor shall be solely responsible to secure and protect from damage, all items on the premises. Including, but not limited to, construction materials, light fixtures, equipment, all furniture, etc. After receipt on job site, any lost, stolen or items damaged later by subcontractors or others in the building, shall be replaced or repaired at the general contractor's sole expense. The general contractor should notify and relate this information and requirements to all trades and subcontractors on site. 17. It is the responsibility of the general contractor to receive and unload product and materials supplied by others at the job site. Immediately inspect delivered products and equipment for shipping damage, including concealed damage prior to shipper leaving premises. Any product or materials found to be damaged after the shipper has left will be the sole responsibility of the general contractor to replace. Record any shortages, damaged or defective materials. Save all packing of damaged products until claims are finalized. Immediately notify project manager and owner of any damaged materials received and immediately file a damage claim with the shipping company. 18. The general contractor shall maintain a current and complete set of construction documents on the job site during all phases of construction for use by the trades and shall provide subcontractors with the current construction documents as required. 19. Drawings may not always be to scale. Noted dimensions shall take precedence. 20. All materials and workmanship shall be guaranteed for a period of one (1) year. Owner may withhold final payment until general contractor supplies franchisee with a warranty letter and subcontractors lien waivers.		PROJECT INFORMATION: SQUARE FOOTAGE: TOTAL BUILDING AREA = 2,280 SF MAIN FLOOR CONSTRUCTION TYPE: 5B. COMBUSTIBLE / UNPROTECTED / NON-SEPARATED MIXED USE (SECTION 508.3) PORTABLE FIRE EXTINGUISHERS AS REQUIRED BY IFC APPLICABLE CODES: BUILDING: OHIO BUILDING CODE, 2017 FIRE: OHIO FIRE CODE, 2017 MECHANICAL: OHIO MECHANICAL CODE, 2017 PLUMBING: OHIO PLUMBING CODE, 2017 ELECTRICAL: NATIONAL ELECTRIC CODE, 2018 ACCESSIBILITY: ICC/ANSI A117.1- 2009 CHAPTER 3 - USE AND OCCUPANCY CLASSIFICATION: SECTION 304.1 "A-2" RESTAURANT CHAPTER 5 - GENERAL BUILDING HEIGHTS AND AREAS: TABLE 504.4 & 506.2 - ALLOWABLE HEIGHT AND BUILDING AREAS <table><tr><th></th><th>ALLOWABLE</th><th>ACTUAL</th></tr><tr><td>A-2 BAR RESTAURANT</td><td>2</td><td>2</td></tr><tr><td>NON FIRE SUPPRESSED</td><td></td><td>2,280 SF</td></tr><tr><td></td><td>5,000 SF</td><td>507 SF</td></tr><tr><td></td><td></td><td>2,787 SF</td></tr></table> CHAPTER 10 - MEANS OF EGRESS: TABLE 1004.2 - OCCUPANT LOAD = EXISTING NO CHANGE TABLE 1017.2 - EXIT ACCESS TRAVEL DISTANCE: MAXIMUM EXIT TRAVEL DISTANCE w/o SPRINKLER: 200' TABLE 1006.3.1 - MINIMUM NUMBER OF EXITS FOR OCCUPANT LOAD: MINIMUM NUMBER OF EXITS REQUIRED: 2 ACTUAL NUMBER OF EXITS: 3 CHAPTER 16 - STRUCTURAL DESIGN LOADS: STRUCTURAL LOAD: = PER 1617.6 FLOOR LOAD: = 100 psf DECK LIVE LOAD: = 100 psf HANDRAILS / GUARDS: = 50 pif & 200 psf SNOW LOAD: = 30 psf SNOW EXPOSURE FACTOR: = 1.0 ROOF LIVE LOAD: = 30 psf ROOF DEAD LOAD: = 20 psf OCCUPANCY CATEGORY: = I WIND EXPOSURE: = B ULTIMATE DESIGN WIND SPEED: = $V_{ULT} = 115$ MPH WIND DESIGN PRESSURE: = 20 psf OBC SEISMIC DESIGN CRITERIA: SEISMIC IMPORTANCE FACTOR: = II MAPPED SPECTRAL RESPONSE ACCELERATION: = $S_s = 0.0128g$ = $S_1 = 0.001g$ = $S_2 = Fa = 1$ = DIAGONAL BRACING = $V = C_e W$ $V=272$ DESIGN BASE SHEAR: = $C_s = .01$ SEISMIC RESPONSE COEFFICIENTS: = $R = 5.5$ RESPONSE MOD. FACTOR (R): = SIMPLIFIED METHOD ANALYSIS PROCEDURE USED ASSUMED SOIL BEARING: = 1,500 psf			ALLOWABLE	ACTUAL	A-2 BAR RESTAURANT	2	2	NON FIRE SUPPRESSED		2,280 SF		5,000 SF	507 SF			2,787 SF	ARCHITECTURAL COVER SHEET PARTIAL FLOOR PLAN AND EXTERIOR ELEVATIONS ROOF FRAMING PLAN, BLDG SECTION & DETAILS MECHANICAL NO WORK PLUMBING NO WORK ELECTRICAL E-1 ELECTRICAL PLAN	
	ALLOWABLE	ACTUAL																								
A-2 BAR RESTAURANT	2	2																								
NON FIRE SUPPRESSED		2,280 SF																								
	5,000 SF	507 SF																								
		2,787 SF																								
LOCATION MAP - NOT TO SCALE						9001 Avon Belden Rd, North Ridgeville, OH 44039 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100																				



ARCHITECTS • DESIGNERS • PLANNERS

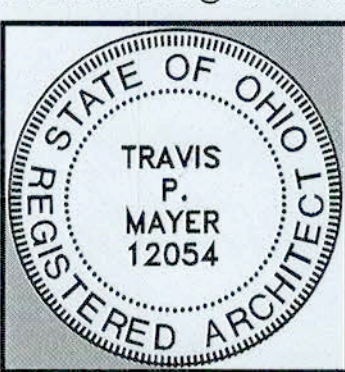
NOTICE
THIS ARCHITECTURAL AND/OR ENGINEERING DRAWING IS GIVEN IN CONFIDENCE. IDEAS, CONCEPTS, AND DESIGN HEREIN ARE THE PROPERTY OF MAYER ARCHITECTURAL GROUP. NO USE, DISSEMINATION OR REPRODUCTION OF THE INFORMATION CONTAINED HEREIN MAY BE MADE WITHOUT THE EXPRESS WRITTEN CONSENT OF MAYER ARCHITECTURAL GROUP. ALL RIGHTS ARE HEREBY SPECIFICALLY RESERVED.
MAYER ARCHITECTURAL GROUP, INC.
COPYRIGHT YEAR 2019

THE ADJACENT LOGO BOX IS 6" SQUARE. IF THE LOGO DOES NOT APPEAR ABOVE, THE SCALE OF THE DRAWING HAS BEEN ALTERED.

DATES & REVISIONS:	
PRELIMINARY #1	05.26.23
OWNER REVIEW	06.01.23
PERMIT	06.02.23

REGISTERED STATES:
OHIO
PENNSYLVANIA
MICHIGAN
INDIANA
ILLINOIS
WISCONSIN
NORTH CAROLINA
SOUTH CAROLINA

TRAVIS P. MAYER
1418 OH 60, SUITE #5
VERMILION, OHIO 44089
PHONE : 216.789.8292
MAYERARCHGRP@GMAIL.COM

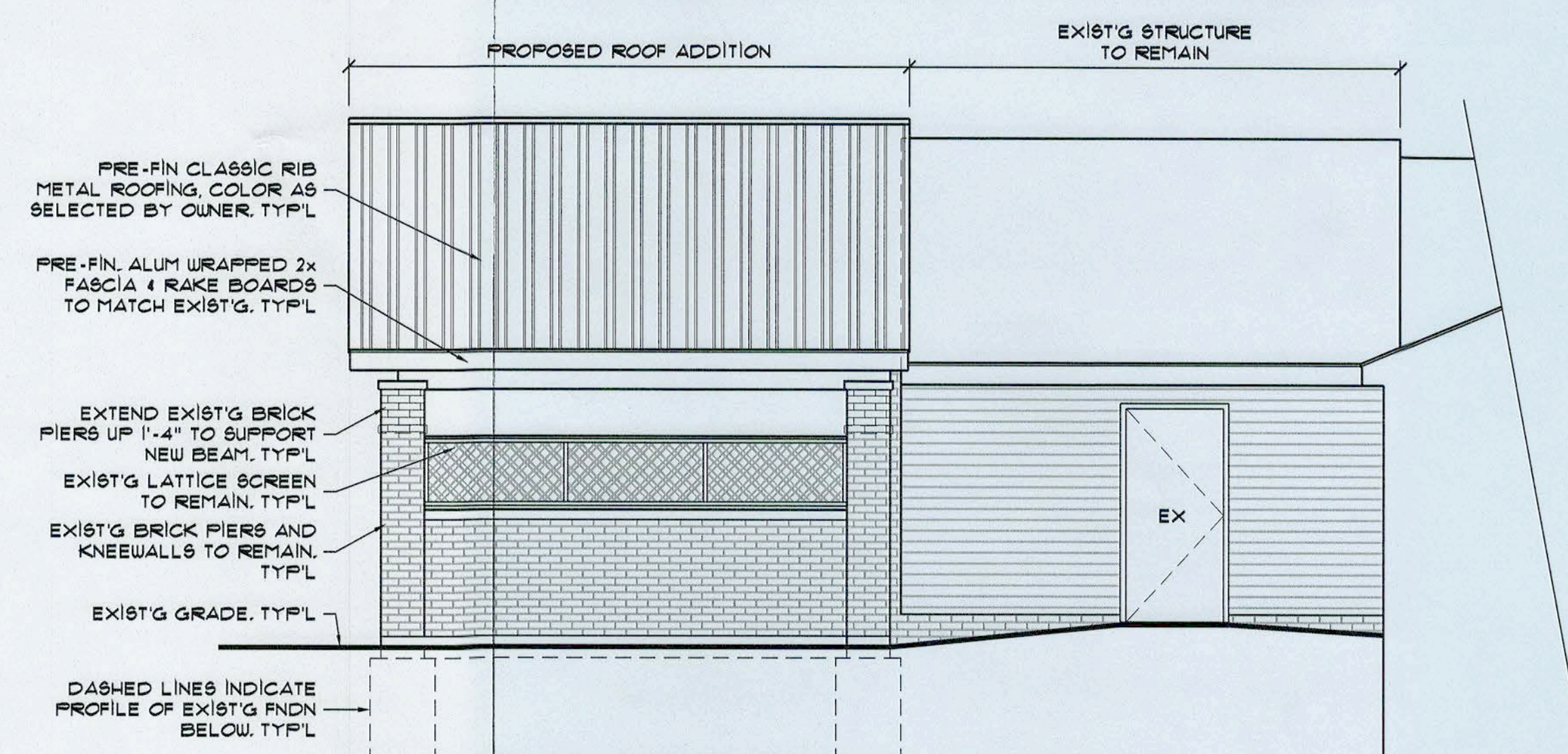


TRAVIS P. MAYER LICENSE #12054
EXPIRES 12.31.23

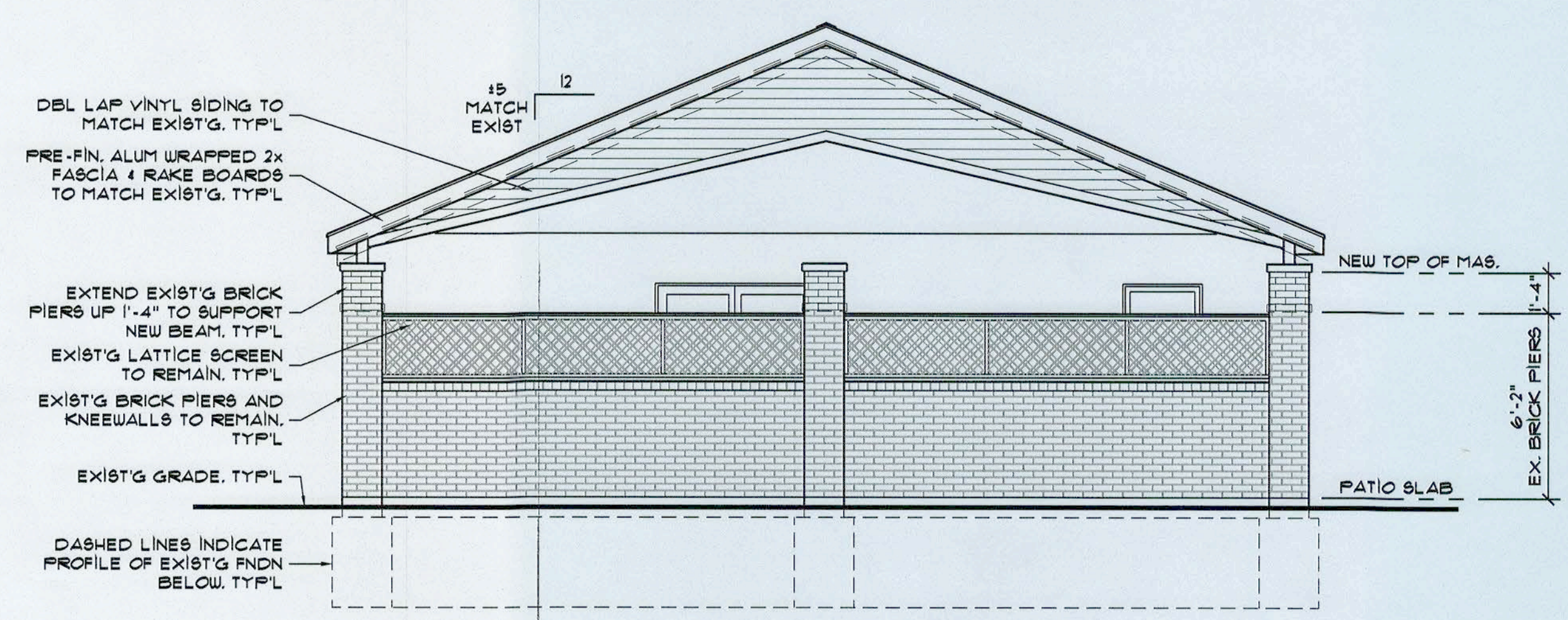
83 & CHESTNUT PUB & EATERY
9001 AVON BELDON ROAD
NORTH RIDGEVILLE, OHIO 44039

PROJECT NO:	2023-80
DRAWN BY:	NMI
CHECKED BY:	TPM

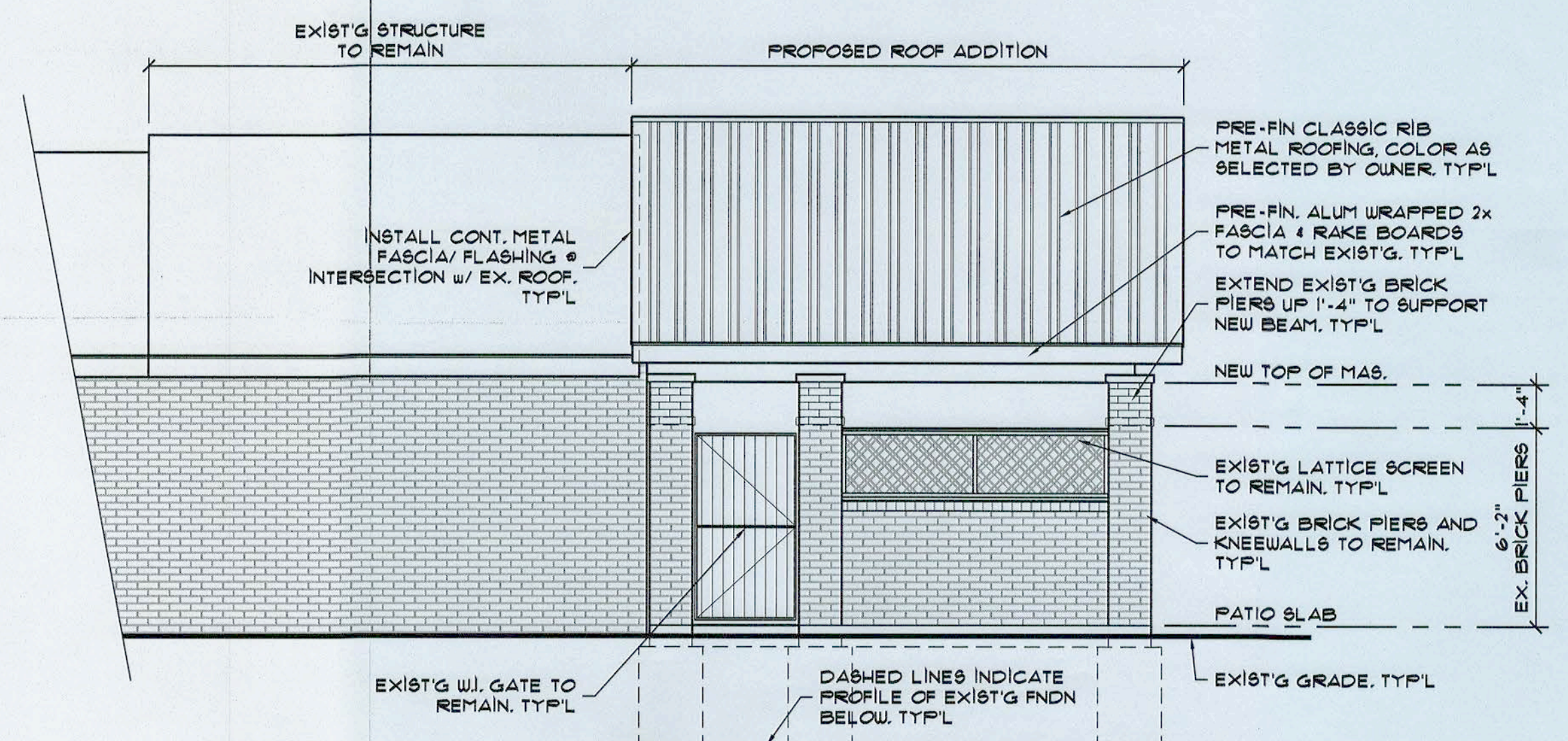
SHEET NO:
A-1



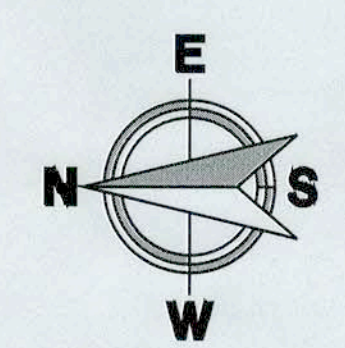
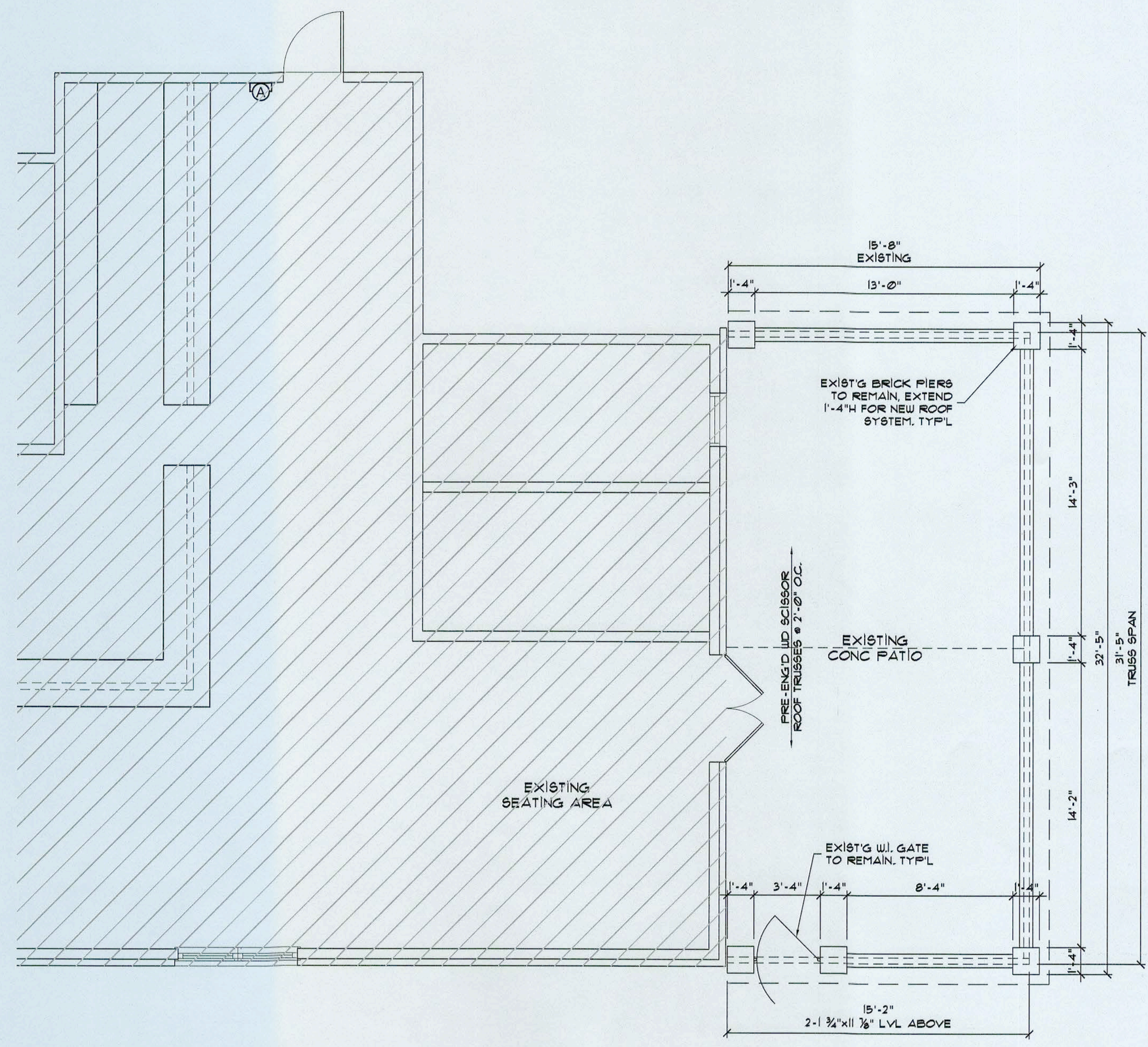
EAST ELEVATION
SCALE: 1/8"=1'-0"



SOUTH ELEVATION
SCALE: 1/8"=1'-0"



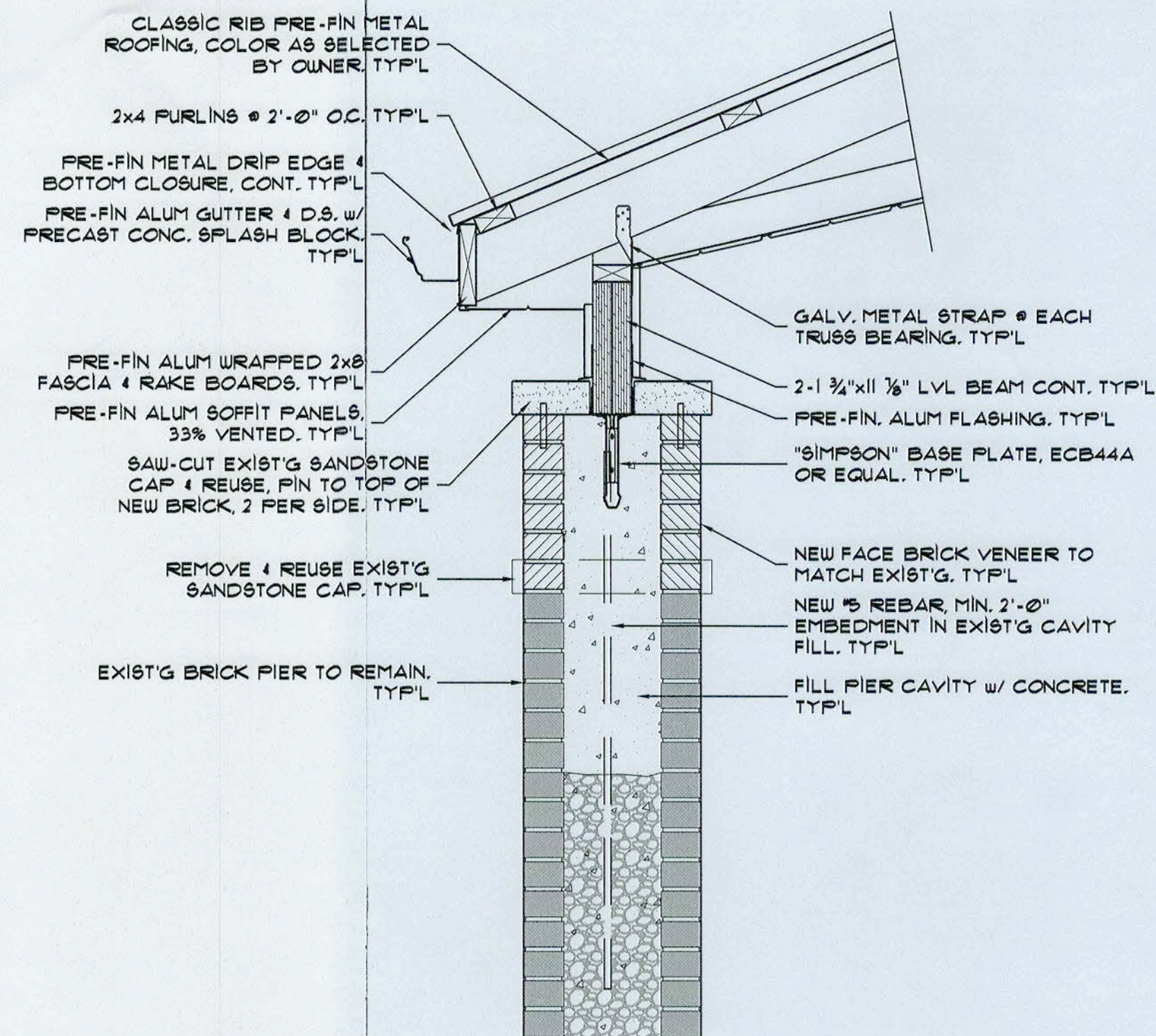
WEST ELEVATION
SCALE: 1/8"=1'-0"



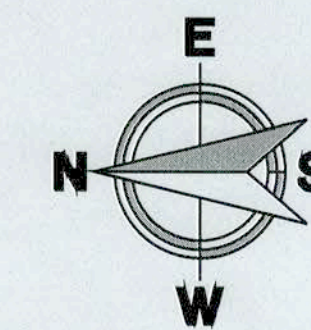
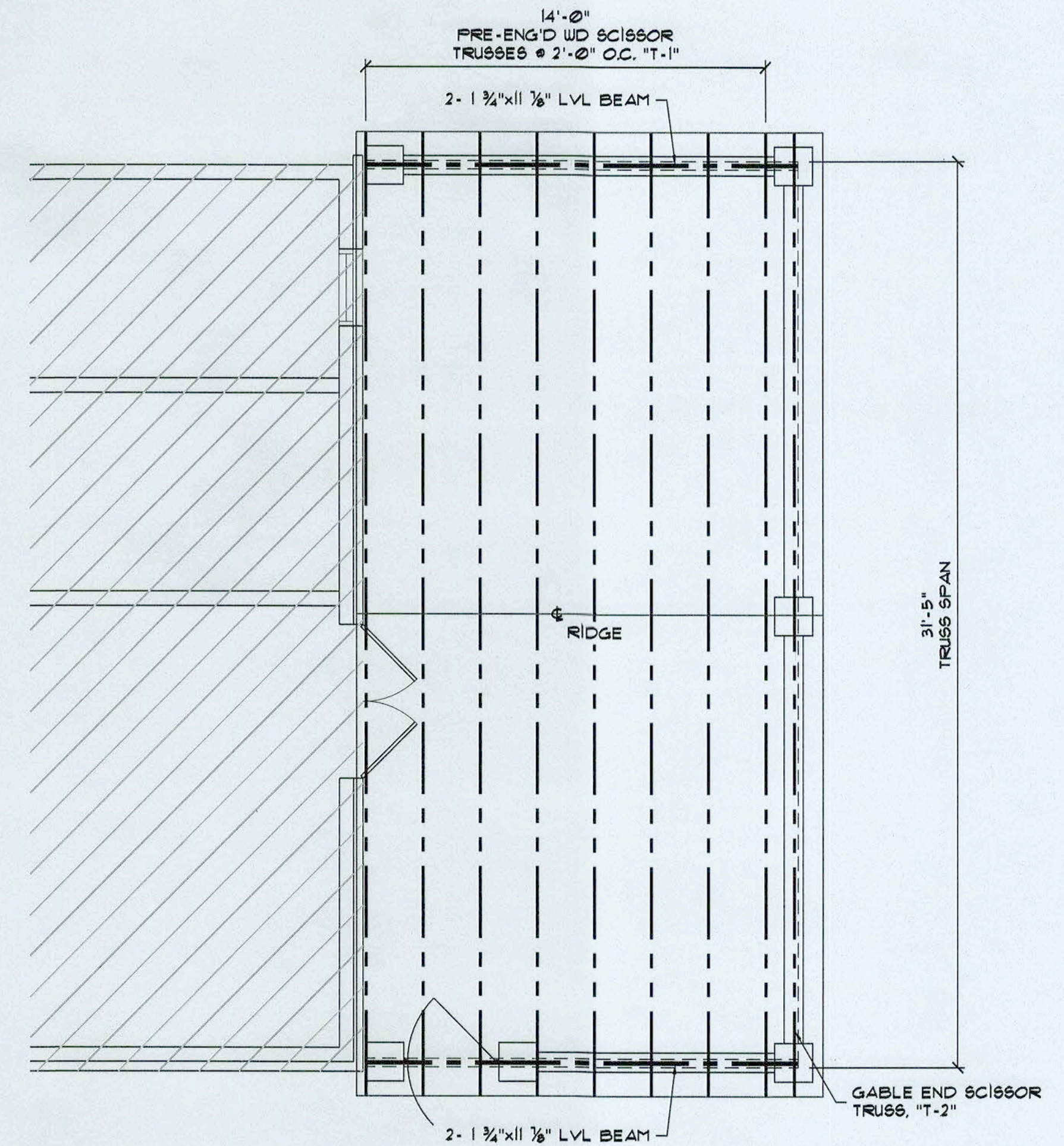
PATIO FLOOR PLAN
SCALE: 1/4"=1'-0"



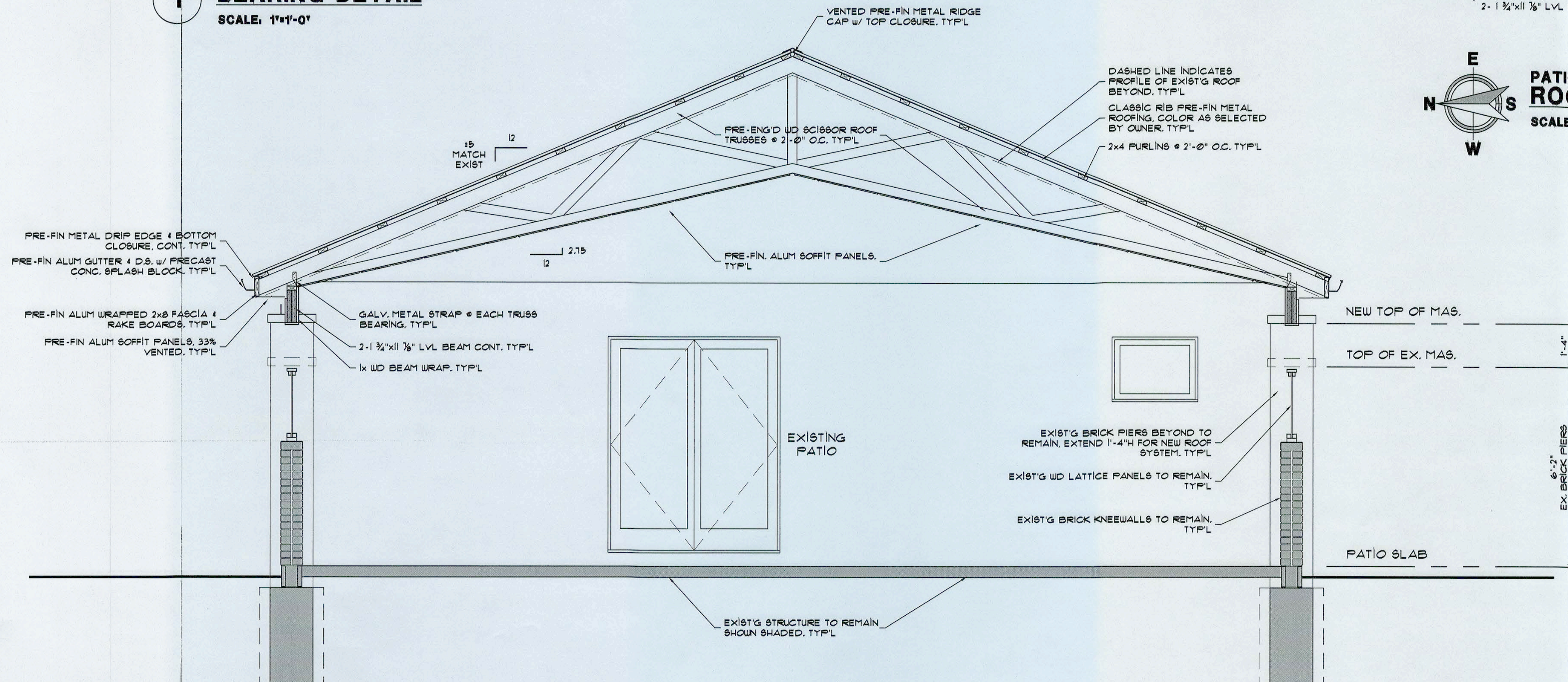
ARCHITECTS • DESIGNERS • PLANNERS



1 BEARING DETAIL
SCALE: 1/4"=1'-0"



PATIO ROOF FRAMING PLAN
SCALE: 1/4"=1'-0"



A-A BUILDING SECTION
SCALE: 1/2"=1'-0"

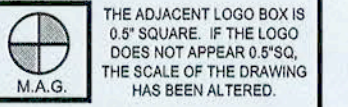


ARCHITECTS • DESIGNERS • PLANNERS

NOTICE

THIS ARCHITECTURAL AND/OR ENGINEERING DRAWING IS GIVEN IN CONFIDENCE. IDEAS, CONCEPTS, AND DESIGN HEREIN ARE THE PROPERTY OF MAYER ARCHITECTURAL GROUP. NO USE, DISSEMINATION OR REPRODUCTION OF THE INFORMATION CONTAINED HEREIN MAY BE MADE WITHOUT THE EXPRESS WRITTEN CONSENT OF MAYER ARCHITECTURAL GROUP. ALL RIGHTS ARE HEREBY SPECIFICALLY RESERVED.

MAYER ARCHITECTURAL GROUP, INC.
COPYRIGHT YEAR 2019



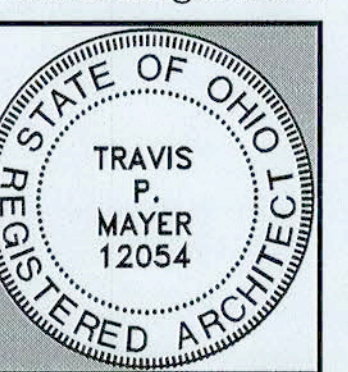
DATES & REVISIONS:

PRELIMINARY #1	05.26.23
OWNER REVIEW	06.01.23
PERMIT	06.02.23

REGISTERED STATES:

OHIO
PENNSYLVANIA
MICHIGAN
INDIANA
ILLINOIS
WISCONSIN
NORTH CAROLINA
SOUTH CAROLINA

TRAVIS P. MAYER
1418 OH 60, SUITE #5
VERMILION, OHIO 44089
PHONE : 216.789.8292
MAYERARCHGRP@GMAIL.COM



TRAVIS P. MAYER LICENSE #12054
EXPIRES 12.31.23

BUILDING SECTION A - A
PATIO ROOF ADDITION TO THE
83 & CHESTNUT PUB & EATERY
9001 AVON BELDON ROAD
NORTH RIDGEVILLE, OHIO 44039

PROJECT NO:	2023-09
DRAWN BY:	NOM
CHECKED BY:	TPM

SHEET NO:
A-2

ELECTRICAL SPECIFICATION

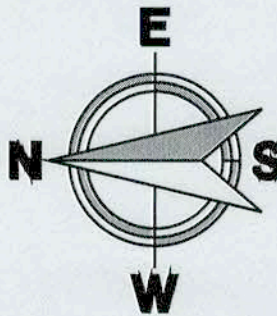
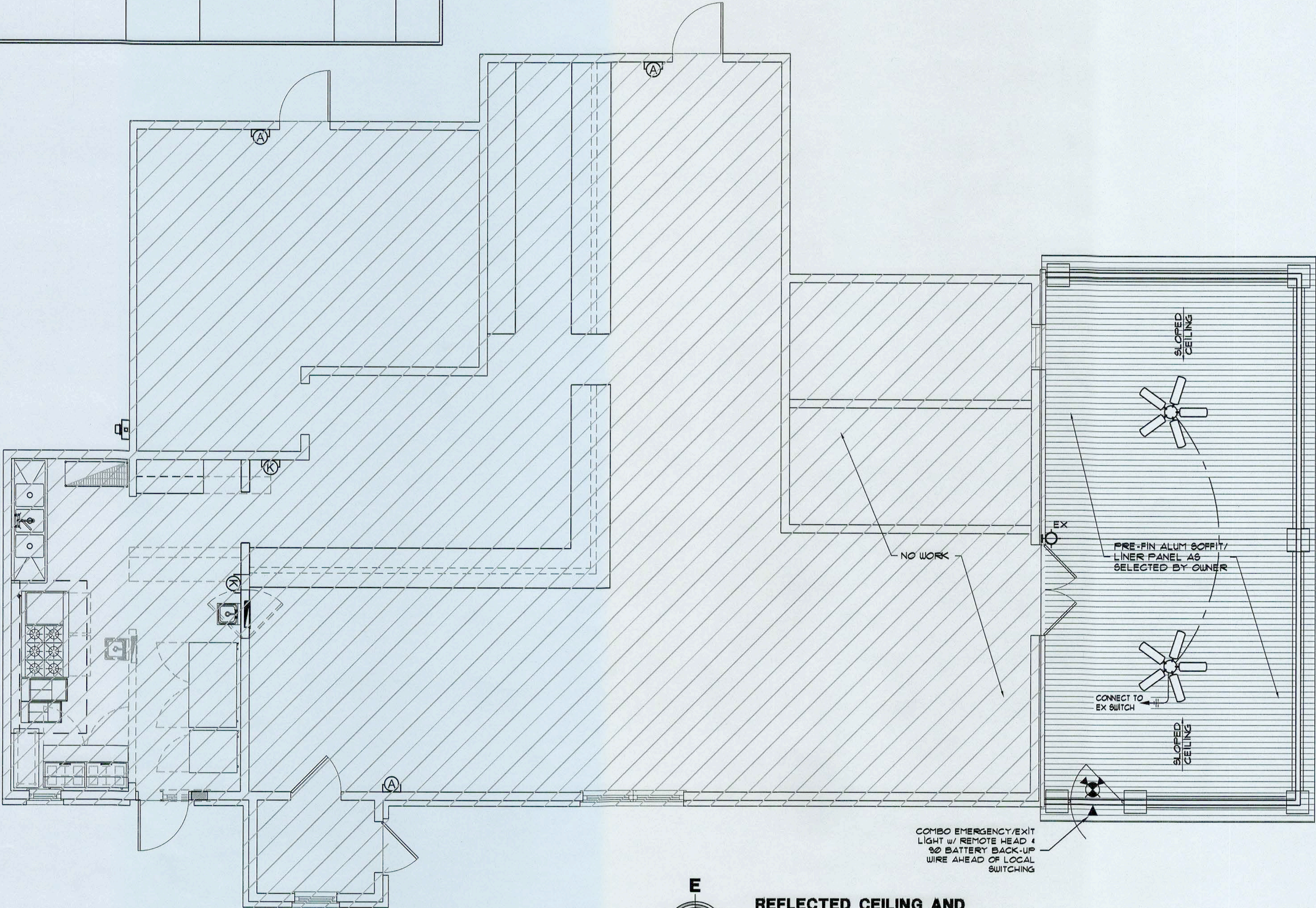
1. CODES & REGULATIONS.
- A. CONFORM TO ALL APPLICABLE CODES AND REGULATIONS INCLUDING THE NATIONAL ELECTRICAL CODE, OBTAIN PERMITS AND PAY FEES AND INSPECTION COSTS.
- B. CONFORM TO ALL RULES AND REGULATIONS OF OSHA AS APPLIED TO CONSTRUCTION PROJECT.
- C. CONFORM TO ALL RULES AND REGULATIONS OF ADA WHERE APPLICABLE.
2. SCOPE.
- A. PROVIDE NEW POWER DISTRIBUTION EQUIPMENT AS DESCRIBED, (IF APPLICABLE) IN PROJECT CONSTRUCTION DRAWINGS. TO PROVIDE A COMPLETE AND WORKING POWER SYSTEM WHICH MEETS ALL REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE.
- B. FURNISH AND INSTALL NEW LIGHTING AS SHOWN, (IF APPLICABLE), ON THE PROJECT CONSTRUCTION DRAWINGS.
- C. INSTALL NEW TELEPHONE JACKS, CONDUIT WITH PULL WIRE, TO TELEPHONE INTERFACE BOX LOCATION, (INCOMING SERVICE LOCATION).
3. SERVICE CONNECTION.
- A. EMPTY CONDUIT, SIZED PER UTILITY, FOR MAIN UTILITY FURNISHED ELECTRICAL SERVICE CABLES AND TELEPHONE SERVICE CABLE, INCLUDING PULL CORDS, SHALL BE FURNISHED AS REQUIRED.
4. PANELBOARDS & SAFETY SWITCHES.
- A. PROVIDE CIRCUIT BREAKER PANELBOARDS OF SIZE AMPACITY AND WITH BRACH CIRCUIT DEVICES AS SHOWN ON THE PROJECT CONSTRUCTION DRAWINGS.
- B. ALL CIRCUIT BREAKERS SHALL BE SNAP-IN TYPE.
- C. ALL SAFETY SWITCHES SHALL BE HEAVY-DUTY AND RATED FOR USE IN LOCATIONS REQUIRED.
- D. PROVIDE CURRENT LIMITING FUSES IN ALL FUSED SWITCHES.
5. CONDUIT INSTALLATION.
- A. ALL WIRING TO BE INSTALLED IN CONDUIT IN ACCORDANCE WITH THE NEC REQUIRED CONDUCTORS SHALL BE PULLED WITHOUT INJURY OR STAIN AND PROPERLY SUPPORTED.
- B. ALL CONDUITS TO BE CONCEALED IN NEW AND/OR OLD BUILDING CONSTRUCTION UNLESS NOTED OTHERWISE.
- C. INTERIOR WIRING TO BE INSTALLED IN ELECTRICAL METALLIC TUBING (EMT) WITH SET SCREW TYPE COUPLINGS AND CONNECTORS. EMT IS NOT APPROVED FOR INSTALLATION IN CONCRETE SLABS OR UNDERGROUND.
- D. CONDUIT ON BUILDING EXTERIOR SHALL BE RIGID ALUMINUM OR GALVANIZED STEEL WITH WEATERTIGHT FITTINGS AND DEVICES.
- E. PROVIDE ALL PULL BOXES AND FITTINGS WHEREVER REQUIRED OR AS SHOWN. ALL STRAIGHT CONDUIT RUNS SHALL NOT EXCEED 100 FEET WITHOUT A PULLBOX, NOT OVER 75 FEET FOR A RUN WITH ONE RIGHT ANGLE BEND AND NOT OVER 50 FEET WITH TWO RIGHT ANGLE BENDS.
- F. ALL CONDUIT SHALL BE PROPERLY SUPPORTED IN ACCORDANCE WITH THE NEC CONDUIT SHALL BE INDEPENDENTLY SUPPORTED FROM STRUCTURE AND NOT FROM DUCTWORK, CEILING HANGERS OR SUPPORT WIRES.
6. OUTLET BOXES:
- A. SUPPORT ALL BOXES FROM BUILDING STRUCTURE INDEPENDENT OF THE CONDUIT SYSTEM.
- B. WIRING DEVICE BOXES FOR SURFACE CONDUIT WORK SHALL BE SERIES "FS" CAST BOXES.
- C. DEVICES LOCATED ON BUILDING EXTERIOR SHALL BE WEATHER-PROOF NEMA 3R.
7. WIRE & CABLE.
- A. WIRE AND CABLE SHALL BE FURNISHED AS FOLLOWS:
1. #12AWG AND UP TO #500kcmil AWG, SINGLE CONDUCTOR, COPPER, 600 VOLT, TYPE "THWN" "XHHW" OR "THW" (75 DEG. C.)
2. TYPE "SF" OR "THHN" (90 DEG. C.) WIRE FROM OUTLET BOX TO LIGHT FIXTURES.
3. WIRE TYPE #14AWG MAY BE USED FOR LOW VOLTAGE CONTROL WIRING ONLY.
- B. COLOR CODING SHALL BE USED FOR ALL WIRES AND CABLES IN ACCORDANCE WITH THE NEC CODING STANDARDS. EQUIPMENT GROUND CONDUCTORS SHALL BE GREEN.
- C. SPLICES IN #10AWG AND SMALLER WIRE SHALL BE MADE WITH "SCOTCH LOCKS" OR EQUAL AND BE INSULATED WITH SCOTCH #33 ELECTRICAL TAPE.
- D. INTERIOR WIRING TO BE INSTALLED IN ELECTRICAL METALLIC TUBING (EMT), AS REQUIRED PER CODE, WITH SET SCREW TYPE COUPLINGS AND CONNECTORS. EMT IS NOT APPROVED FOR INSTALLATION IN CONCRETE SLABS OR UNDERGROUND.
- E. CONDUIT ON BUILDING EXTERIOR SHALL BE RIGID ALUMINUM OR GALVANIZED STEEL WITH WEATERTIGHT FITTINGS AND DEVICES.
- F. PROVIDE ALL PULL BOXES AND FITTINGS WHEREVER NOTED.
8. GROUNDING:
- A. ENTIRE POWER DISTRIBUTION SYSTEM SHALL BE EFFECTIVELY GROUNDED, INCLUDING ALL EXPOSED NON-CURRENT CARRYING EQUIPMENT IN FULL ACCORDANCE OF THE NEC.
- B. A GREEN PIGTAIL SHALL BE INSTALLED FROM GROUNDING SLOTS OF GROUNDING OUTLETS TO OUTLET BOX.
- C. A GREEN GROUND WIRE SHALL BE INSTALLED IN LIGHTING, RECEPTACLES, POWER, AND EXTERIOR CIRCUITS.
9. LIGHTING.
- A. FURNISH AND INSTALL LIGHTING FIXTURES AS DESCRIBED IN THE PROJECT LIGHTING FIXTURE SCHEDULE LISTED ON THE PROJECT CONSTRUCTION DRAWINGS.
- B. ALL FIXTURES TO INCLUDE LAMPS.
- C. COORDINATE FIXTURE TYPE AND TRIM WITH CEILING CONSTRUCTION.
10. TEMPORARY WORK.
- A. CONTRACTOR TO PROVIDE TEMPORARY LIGHTING AND POWER AS REQUIRED FOR ALL TRADES.
- B. ALL TEMPORARY SERVICE WIRING INSTALLED BY CONTRACTOR SHALL BE REMOVED BY THIS CONTRACTOR.
11. TRASH REMOVAL.
- A. THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR TRASH AND DEBRIS WHICH IS GENERATED DURING THE PERFORMANCE OF HIS WORK AND SHALL REMOVE IT FROM THE PROJECT PREMISES AS REQUIRED BY THE OWNER.

GENERAL NOTES:

1. ALL ELECTRICAL FIXTURES MAY BE SUBSTITUTED BY APPROVED EQUALS.
2. ELECTRICIAN TO USE THEIR OWN DISCRETION ON PANEL LAYOUT.
3. EMERGENCY LIGHTING SHALL BE INSTALLED SO THAT THE FAILURE OF ANY INDIVIDUAL LIGHTING ELEMENT, SUCH AS THE BURNING OUT OF A LIGHT BULB, CAN NOT LEAVE IN DARKNESS ANY SPACE THAT REQUIRES EMERGENCY ILLUMINATION. THIS NOTES HOLDS TRUE FOR ALL EMERGENCY AND EXIT LIGHTING DEVICES.
4. ALL RECEPTACLES LOCATED WITHIN 6'-0" OF ANY SINK EDGE IS REQUIRED BY CODE TO HAVE GFCI PROTECTION.
5. ALL RECEPTACLES, J-BOXES, CONDUIT, & LIGHTING TO BE RATED NON-CORROSIVE AND INSTALLED FOR WET LOCATIONS.
6. RECEPTACLE SHALL BE SPACED PER NEC 210.60
7. ALL RECEPTACLES SHALL BE TAMPER RESISTANT. PER NEC 406.11.
8. ALL RECEPTACLES AND LIGHTING SHALL BE EITHER GFCI OR ARC FAULT PROTECTED PER NEC.
9. ALL JUNCTION BOXES SHALL BE METAL AND SPACED NO CLOSER THAN 24". TO MAINTAIN FIRE MEMBRANE PER NEC 300.21.
10. ALL RECEPTACLES AND LIGHTS LOCATED IN WET OR DAMP LOCATIONS SHALL BE RATED FOR "DAMP OR WET" LOCATIONS PER NFPA 70.
11. ALL SWITCHES AND CONTROLS SHALL BE MOUNTED AT 48" AFF.
12. ARC-FAULT CIRCUIT INTERRUPTER PROTECTION TO BE USED IN ALL AREAS LISTED IN NEC 210.12(A).

ELECTRICAL SYMBOLS			
	20 AMP, 120 VOLT NEMA 5-20R GROUNDING TYPE DUPLEX RECEPTACLE W/ SELF-CONTAINED GROUND FAULT INTERRUPTION PROVISIONS. 11/16" 18" TO CENTER UNLESS OTHERWISE NOTED.		3/4" x 10'-0" LG. COPPER CLAD GROUND ROD MADE ELECTRODE ATTACHED TO STRUCTURE W/ #10 COPPER GND. ELECTRODE CONDUCTOR UNLESS NOTED OTHERWISE.
	DEDICATED 240 VOLT RECEPTACLE, SIZE BREAKER AND WIRE ACCORDINGLY.		HOT/NEUT TO PANELBOARD, 3/4" MINIMUM. LETTER INDICATES PANEL, NUMBERS INDICATE CIRCUITS. (TIE) INDICATES CKTS. CONTINUATION.
	WEATHERPROOF OUTLET w/ GFI.		BRANCH CIRCUIT CONDUIT, 1/2" MINIMUM, CONCEALED BELOW SLAB, IN CLGS. OR WALLS. SLASH MARKS INDICATE NO. OF CONDUCTORS 12 AUG. UNLESS NOTED OTHERWISE.
	ISOLATED GROUND DUPLEX RECEPTACLE OUTLET		TV JACK AND/OR ETHERNET JACK 3/4" x TO ABOVE CEILING FOR DATA
	EXISTING OUTLET TO BE REMOVED 4 WIRE CAPPED.		PHONE JACK 3/4" x TO ABOVE CEILING FOR PHONE
	20 AMP, 120 VOLT NEMA 5-20R GROUNDING TYPE DUPLEX RECEPTACLE W/ SELF-CONTAINED ARC FAULT INTERRUPTION PROVISIONS. 11/16" 18" TO CENTER UNLESS OTHERWISE NOTED.		GROUND
	DUPLEX RECEPTACLE NEMA 5-20R, 18" AFF TO CENTER OF BOX. UNLESS NOTED OTHERWISE.		TYPICAL
	4-POLE 20 AMP 120 VOLT 2 POLE 3 WIRE RECEPTACLE MOUNTED IN COMMON BOX WITH COMMON 2 GANG PLATE.		WEATHERPROOF
	JUNCTION BOX FOR SIGNAGE, SIZE ACCORDINGLY.		ABOVE FINISHED FLOOR
	LINE VOLTAGE THERMOSTAT		CONDUIT
	BRANCH CIRCUIT PANELBOARD		EXISTING
	DISCONNECT SWITCH, 30 INDICATES AMPACITY 3 INDICATES 3 POLE, 3R INDICATES NEMA 3R ENCLOSURE, N INDICATES NON-FUSED		20 AMP 120/277 VOLT SINGLE POLE TOGGLE SWITCH F.FAN L.LITE R.RECEPT
			20 AMP 120/277 VOLT THREE WAY TOGGLE SWITCH F.FAN L.LITE R.RECEPT
			20 AMP 120/277 VOLT SINGLE POLE DIMMER SWITCH

LIGHT FIXTURE SCHEDULE						
TYPE	SYMBOL	DESCRIPTION	MANU.	REFERENCE CATALOG #	LAMP	VOLTS
A		BRUSH NICKEL FINISH w/ WOOD FINISH BLADES. COMBINATION 52" CEILING FAN FIXTURE WITH REMOTE CONTROL FOR FAN.	HAMPTON BAY OR EQUAL	CEILING FAN #52379	-	120



REFLECTED CEILING AND ELECTRICAL PLAN
SCALE: 1/4"=1'-0"

NOTICE

THIS ARCHITECTURAL AND/OR ENGINEERING DRAWING IS GIVEN IN CONFIDENCE. IDEAS, CONCEPTS, AND DESIGN HEREIN ARE THE PROPERTY OF MAYER ARCHITECTURAL GROUP. NO USE, DISSEMINATION OR REPRODUCTION OF THE INFORMATION CONTAINED HEREIN MAY BE MADE WITHOUT THE EXPRESS WRITTEN CONSENT OF MAYER ARCHITECTURAL GROUP. ALL RIGHTS ARE HEREBY SPECIFICALLY RESERVED.

MAYER ARCHITECTURAL GROUP, INC.
COPYRIGHT YEAR 2019

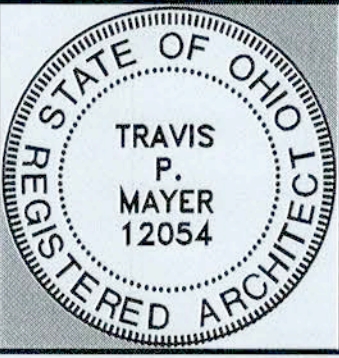
THE ADJACENT LOGO BOX IS 6" x 6" SQUARE. IF THE LOGO DOES NOT APPEAR AT THE SCALE OF THE DRAWING HAS BEEN ALTERED.

DATES & REVISIONS:		
PRELIMINARY #1	05.28.23	
OWNER REVIEW	08.01.23	
PERMIT	06.02.23	

REGISTERED STATES:

OHIO
PENNSYLVANIA
MICHIGAN
INDIANA
ILLINOIS
WISCONSIN
NORTH CAROLINA
SOUTH CAROLINA

TRAVIS P. MAYER
1418 OH 60, SUITE #5
VERMILION, OHIO 44089
PHONE : 216.789.8292
MAYERARCHGRP@GMAIL.COM



TRAVIS P MAYER, LICENSE # 12054
EXPIRES 12.31.23

ELECTRICAL PLAN, SPECIFICATIONS AND SCHEDULE

PATIO ROOF ADDITION TO THE

83 & CHESTNUT PUB & EATERY

9001 AVON BELDON ROAD
NORTH RIDGEVILLE, OHIO 44039

PROJECT NO:	2023-80
DRAWN BY:	NOM
CHECKED BY:	TPM

SHEET NO:
E-1



Planning Commission Application

RECEIVED

JUN 23 2023



SUBMITTAL INSTRUCTIONS AND PROCEDURES

Plan reviews will be carried out according to the processes described in the City's Zoning Code.

- **Pre-Application.** Prior to making application, applicants are recommended to contact the city to discuss their development project. City staff will outline the review process and provide a checklist of required submittals.
- **Application Submittal.** Following the pre-application meeting, the applicant shall submit this completed application, fee and ten (10) sets of all required exhibits. All submissions shall be made in hard copy to the Building Department. Plans shall be collated, folded and easily legible.
- **Staff Review.** The applicant shall attend a staff review meeting and may be required to submit additional information and/or revised plans based on staff input.
- **Variances.** Where zoning variances are sought by the applicant, review by the Board of Zoning and Building Appeals will be necessary prior to consideration by the Planning Commission, requiring a separate application.
- **Decision or Referral.** Following staff review, complete submittals for Administrative Review projects may be considered for approval. For Council Review projects, complete submittals shall be referred to the next available Planning Commission meeting, which are held the second Tuesday of each month.

PROJECT INFORMATION

Intersection of Sugar Ridge Road and Bender Road

Location address

0700047000111

Parcel number

R1

Current zoning

Eagle Meadow: 67 lot Single Family Subdivision

Proposed project

APPLICANT/AGENT INFORMATION

Drew Cook/Greyfoxnorthridgeville, LLC

Name/Company

3900 Key Center, 127 Public Square, Cleveland, Ohio 44114-1291

Applicant address

919.210.9763

Applicant phone

drew.cook@aboutpmc.com

Applicant email

PROPERTY OWNER INFORMATION

Drew Cook/Greyfoxnorthridgeville, LLC

Name/Company

3900 Key Center, 127 Public Square, Cleveland, Ohio 44114-1291

Property owner address

919.210.9763

Property owner phone

drew.cook@aboutpmc.com

Property owner email

AUTHORIZATION AND ACKNOWLEDGEMENT


Applicant signature


Property owner signature

I hereby authorize the City of North Ridgeville, including Planning Commission members, to view the premises and consent to their entry onto the property for the purpose of observing site conditions related to review of my application.

OFFICE	PPZ No. PPZ 2023 - 0204	Date Received JUN 23 2023	ACTION
	Planning Fee Paid \$ 350 ✓ # 2095	Engineering Fee Paid	



Planning Review

June 29, 2023

Project: Eagle Meadow Final Plat
Location: NE corner of Sugar Ridge and Bender Roads
PPNs: 07-00-047-000-111
District: R-1 Residence District

Project Summary:

The Eagle Meadow subdivision is located on property zoned R-1 Residence District and has been designed and is being constructed per the requirements contained in Chapter 1282 (Single-Family Detached and Cluster Development). The preliminary plat for the subdivision was approved by the Planning Commission in December 2021. The layout of the subdivision, number of lots, configuration of open space, etc. is the same as what was approved by the Planning Commission. As a condition of approval, the Commission required sidewalks to be installed on Sugar Ridge and Bender Roads.

Following Planning Commission's preliminary approval, the developer proceeded with the submission of improvement plans and began preliminary construction activities, which have been underway and are largely completed at this time. The entire subdivision of 67 units is being constructed in one phase.

For final approval, Planning Commission is to review those items listed in Section 1282.07 Final Subdivision Plan; Contents, including the following:

- A plat of the development area showing the street right of way, subdivided and common land, areas reserved for single-family cluster use, and easements, in form for recording
- Detailed plans and specifications for all streets, sidewalks, storm and sanitary sewers, water mains, street illumination, grading and other site features of the development area
- A detailed landscape plan showing all existing site features to remain, recreation facilities and the landscape treatment of all common open space areas within the development area
- The final form of covenants running with the land, deed restrictions, restrictions or easements to be recorded, bylaws of a homeowners' association, etc.

The final plat and detailed plans have been provided. A landscape plan has been provided showing entranceway enhancements, street trees and plantings in common open space areas. Homeowners' association documents have not been submitted to the City at the time of this report.

There was significant discussion of traffic at the Sugar Ridge Road and Bender Road intersection during the 2021 review of the Eagle Meadow subdivision. Recognizing the traffic and roadway challenges in the area, the City conducted a traffic and safety study of the Sugar Ridge Road corridor which was complete in late 2022. The study recommended roadway improvements, the inclusion of bike and pedestrian amenities and a roundabout at the Bender Road intersection to address traffic flow and safety issues in the area. Since this study was completed, the City has applied to NOACA for funding for both roadway rehabilitation and the roundabout project. These improvements would result in work along this portion

of Sugar Ridge Road in the area of the Eagle Meadow subdivision. Because some changes in the roadway configuration may result, constructing the Planning Commission required sidewalk along Sugar Ridge at this time may not be consistent with these future improvements. It is the recommendation of staff that the developer install the Bender Road sidewalk segment and, in lieu of constructing the Sugar Ridge Road segment, pay into a connectivity bank that will be used to connect this area in the future, in conjunction with the bigger roadway/roundabout project.

Recommendations:

I recommend the following conditions be placed on any approval granted by the Planning Commission:

- The final plat shall include all details as required by the Chief Building Official.
- The required HOA documents shall be submitted for review and approval by the Law Department.
- The landscape plan shall be updated to include a note of how the common open space areas will be treated (topsoil depth, lawn mix, etc.) to ensure the final condition has a finished appearance.
- The proposed entrance signs shall be set back a minimum of 10 feet from the ROW as required by the Zoning Code.
- Should it be acceptable to the Commission, in lieu of constructing the Sugar Ridge Road sidewalk, the City would accept a fee in lieu of payment in an amount equivalent to its construction specifically for providing future connectivity along this property.

Planning Commission Comment Sheet



PROJECT INFORMATION

Eagle Meadows 67 lot single family subdivision Final Plat

Proposed project

Intersection of Sugar Ridge Rd & Bender Rd

0700047000111

Location

Parcel number

July 11, 2023

July 3, 2023

Meeting date

Comments due

RECOMMENDATIONS

Type comments here. Attach additional sheets as necessary.

The final plat for Eagle Meadows Subdivision is the same as the preliminary plat that Planning Commission approved. However the final plat does not provide enough information. All easements and setbacks should be dimensioned and shown on the plat for future reference to help determine code compliance.

SUBMITTED BY

Guy M. Fursdon

Chief Building Official

Administrative officer signature

Title

Planning Commission Bylaws Article V Section 2 – Administrative Review. All applications including those plans and maps submitted to the Commission shall be referred to Administrative Officers. Comments and recommendations by Administrative officers, if any, shall be forwarded to the Secretary not later than ten (10) calendar days after receipt. Administrative Officers who have not acted within the allotted time shall be deemed to have concurred with plans as submitted.

Planning Commission Comment Sheet



PROJECT INFORMATION

Eagle Meadows 67 lot single family subdivision Final Plat

Proposed project

Intersection of Sugar Ridge Rd & Bender Rd

0700047000111

Location

Parcel number

July 11, 2023

July 3, 2023

Meeting date

Comments due

RECOMMENDATIONS

Type comments here. Attach additional sheets as necessary.

For legal review, applicant must submit: a final form of covenants running w/ the land, etc. including final HOA documents pursuant to 1282.07(e).

1024.05(c) sidewalk deposit may be calculated by City Engineer; no sidewalk required per (b) when a sidewalk does not exist w/in 2000 feet in any direction; the property is not w/in 2500 feet of a park or school or the site makes it impractical due to safety concerns or engineering concerns (documented in writing).

A detailed landscape plan is required pursuant to 1287.07(d) which includes site feature to remain, recreation facilities, and landscape treatment of all common open spaces.

SUBMITTED BY


Administrative officer signature

Choose an item. 
Title

Planning Commission Bylaws Article V Section 2 – Administrative Review. All applications including those plans and maps submitted to the Commission shall be referred to Administrative Officers. Comments and recommendations by Administrative Officers, if any, shall be forwarded to the Secretary not later than ten (10) calendar days after receipt. Administrative Officers who have not acted within the allotted time shall be deemed to have concurred with plans as submitted.



LOCATION MAP
(NTS)

LATITUDE: 41°21'59.58" N
LONGITUDE: 82°3'28.12" W



BENCHMARKS

BENCHMARK •b GEODETIC MARKER LORAIN CO GEODETIC MARKER 2008-14
ELE. = 749.53'

APPROVALS


CHRISTOPHER M. SCHMIDT, P.E. 9/15/2022
DATE



CHRISTINA EAVENSON, P.E. DATE
CITY ENGINEER

OHIO EPA PERMIT TO INSTALL LETTER DATED: 09/14/2022

OHIO EPA WATER PERMIT LETTER DATED: 09/30/2022

OHIO EPA NPDES (JCC13088*AG) PERMIT LETTER DATED: 06/03/2022



800-925-0988 or 8-1-1
www.ogpups.org



1-800-362-2764
CALL TWO WORKING DAYS BEFORE YOU DIG
FROM NEIGHBORS MUST BE CALLED DIRECTLY

SUBMITTAL INDEX	
SUBMITTAL	DATE
SUB-1 - (CITY, EPA SAN, EPA WTR)	5/19/2022
SUB-2 - (CITY)	7/18/2022

IMPROVEMENT PLANS FOR EAGLE MEADOW

CITY OF NORTH RIDGEVILLE, COUNTY OF LORAIN, STATE OF OHIO

PUBLIC PAVEMENT, STORM SEWERS, SANITARY SEWERS AND WATER MAIN

IMPROVEMENT PLAN SHEET INDEX	
Sheet Number	Sheet Title
1	TITLE SHEET
2	EXISTING CONDITIONS PLAN
3	SITE PLAN
4	UTILITY PLAN
5	UTILITY PLAN
6	UTILITY PLAN
7	INTERMEDIATE GRADING PLAN
8	FINAL GRADING PLAN
9	INTERSECTION DETAILS
10	CONNECTION SCHEDULE
11	PLAN & PROFILE CHANDLER WAY
12	PLAN & PROFILE CHANDLER WAY
13	PLAN & PROFILE CORA COURT
14	PLAN & PROFILE CORA COURT
15	PLAN & PROFILE JACK RYAN DRIVE
16	PLAN & PROFILE JACK RYAN DRIVE
17	PLAN & PROFILE JACK RYAN DRIVE
18	PLAN & PROFILE STORM 1
19	PLAN & PROFILE STORM 2 & 3
20	PLAN & PROFILE STORM 4 & 5
21	PLAN & PROFILE STORM 6 & 7
22	PLAN & PROFILE STORM 8 & 9
23	PLAN & PROFILE STORM 10 & 11
24	PLAN & PROFILE SANITARY MAINLINE EXTENSION
25	PLAN & PROFILE SANITARY MAINLINE EXTENSION
26	PLAN & PROFILE SANITARY MAINLINE EXTENSION
27	PLAN & PROFILE SANITARY MAINLINE EXTENSION
28	PLAN & PROFILE SANITARY MAINLINE EXTENSION
29	GENERAL NOTES
30	NORTH RIDGEVILLE STANDARD GENERAL NOTES
31	NORTH RIDGEVILLE STANDARD GENERAL NOTES
32	TYPICAL SECTION AND PAVEMENT DETAILS
33	TYPICAL SECTION AND PAVEMENT DETAILS
34	SANITARY SEWER DETAILS
35	SANITARY SEWER DETAILS
36	WATER DETAILS
37	WATER DETAILS
38	STORM SEWER DETAILS
39	STORM SEWER DETAILS

SWPPP SHEET INDEX	
Sheet Number	Sheet Title
40	SWPPP TITLE SHEET
41	STORM WATER POLLUTION PREVENTION PLAN
42	POND 1 DETAILS
43	POND 2 DETAILS
44	NORTH RIDGEVILLE SWPPP GENERAL NOTES
45	SWPPP DETAILS
46	SWPPP DETAILS
47	SWPPP DETAILS
48	SWPPP DETAILS
49	SWPPP NOTES
50	SWPPP LOGS

Utility Symbol Legend		
Existing	Proposed	Description
		Catch Basin
		Fire Hydrant
		Inlets
		Light Pole
		Mailbox
		Power Pole
		Sanitary Manhole
		Signs
		Storm Manhole
		Water Gate Valve
		Water Service Stop

Utility Line Legend		
Existing	Proposed	Description
		Overhead Electric Line
		Underground Electric Line
		Underground Gas Line
		Sanitary Sewer Line
		Sanitary Sewer Force Main
		Water Line
		Utility Easement
		Public Right of Way
		Zoning Private Right of Way
		Roadway Access Easement
		Storm Water Management Easement

OWNER

GREYFOX NORTH RIDGEVILLE LLC
P.O. BOX 1102
CHARDON, OHIO 44035

CONTACT: GREG SOMMERS
800-506-9123

CONTRACTOR:

KELLY BROTHERS CONSTRUCTION, INC.
310 HURON STREET
ELYRIA, OHIO 44035

CONTACT: 440-322-1030

DESIGN ENGINEER

DAVEY RESOURCE GROUP
1310 SHARON COPLEY ROAD
P.O. BOX 37
SHARON CENTER, OHIO 44274

CONTACT: CHRIS SCHMIDT, P.E.
330-590-8004

DEVELOPER:

SOMMERS DEVELOPMENT GROUP LLC
P.O. BOX 1102
CHARDON, OHIO 44024
GREG SOMMERS
800-506-9123

SITE INFORMATION

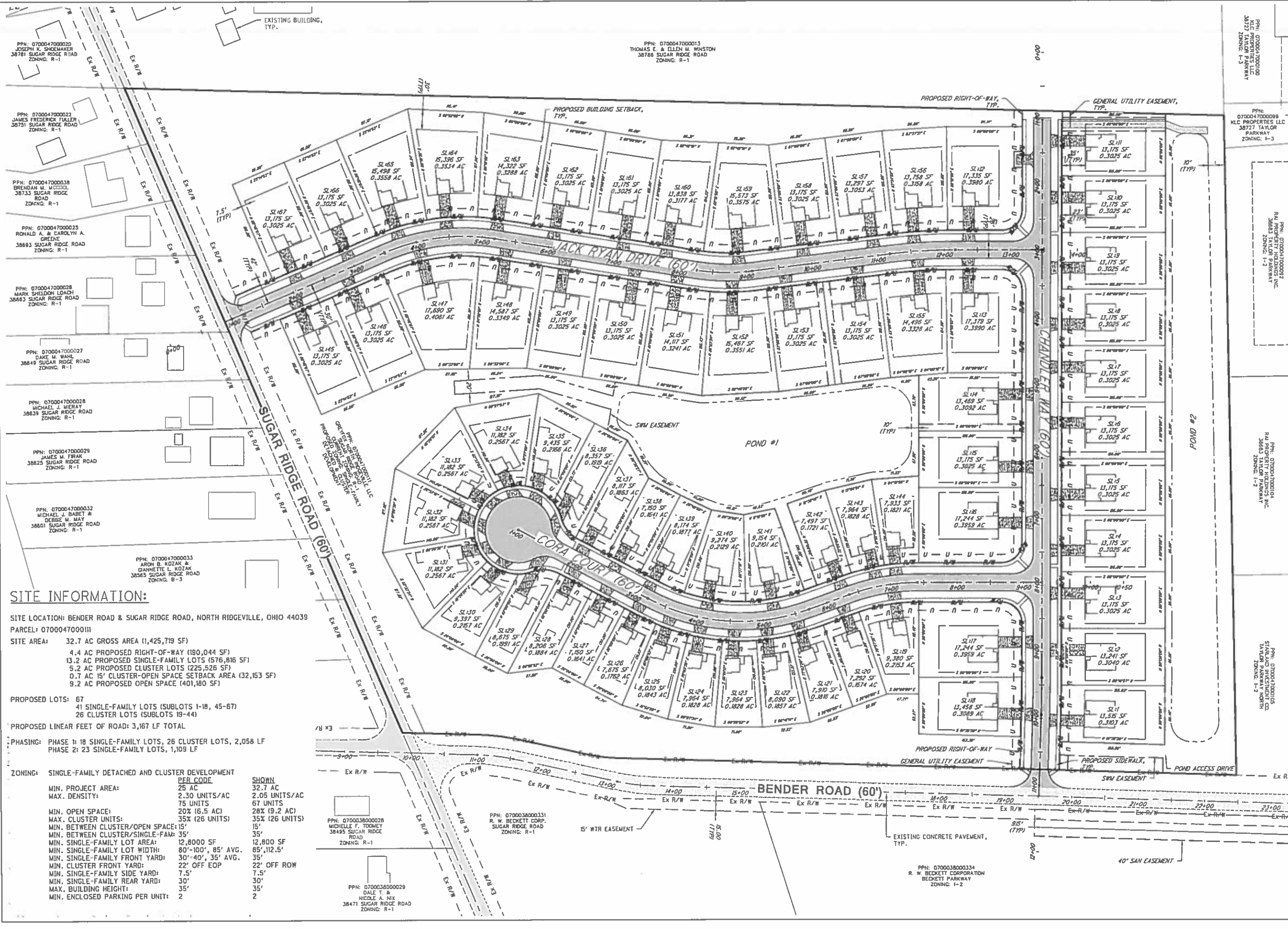
SINGLE-FAMILY DETACHED AND CLUSTER DEVELOPMENT

PROPOSED UNITS:
41 SINGLE-FAMILY UNITS (SUBLOTS 1-18, 45-67)
26 CLUSTER UNITS (SUBLOTS 19-44)
67 TOTAL UNITS

AREA: 32.7 AC (1,425,719 SF)







SITE INFORMATION:

SITE LOCATION: BENDER ROAD & SUGAR RIDGE ROAD, NORTH RIDGEVILLE, OHIO 44039
PARCEL: 0700047000111

SITE AREA: 32.7 AC GROSS AREA (1,425,719 SF)
4.4 AC PROPOSED RIGHT-OF-WAY (190,044 SF)
13.2 AC PROPOSED SINGLE-FAMILY LOTS (576,816 SF)
5.2 AC PROPOSED CLUSTER LOTS (225,526 SF)
0.7 AC 15' CLUSTER-OPEN SPACE SETBACK AREA (32,153 SF)
9.2 AC PROPOSED OPEN SPACE (401,180 SF)

PROPOSED LOTS: 67
41 SINGLE-FAMILY LOTS (SUBLOTS 1-18, 45-67)
26 CLUSTER LOTS (SUBLOTS 19-44)

PROPOSED LINEAR FEET OF ROAD: 3,167 LF TOTAL

PHASING: PHASE 1: 18 SINGLE-FAMILY LOTS, 26 CLUSTER LOTS, 2,058 LF
PHASE 2: 23 SINGLE-FAMILY LOTS, 1,109 LF

ZONING: SINGLE-FAMILY DETACHED AND CLUSTER DEVELOPMENT

	PER CODE	SHOWN
MIN. PROJECT AREA:	25 AC	32.7 AC
MAX. DENSITY:	2.30 UNITS/AC	2.05 UNITS/AC
	75 UNITS	67 UNITS
MIN. OPEN SPACE:	20% (6.5 AC)	28% (9.2 AC)
MAX. CLUSTER UNITS:	35% (26 UNITS)	35% (26 UNITS)
MIN. BETWEEN CLUSTER/OPEN SPACE:	15'	15'
MIN. BETWEEN CLUSTER/SINGLE-FAM:	35'	35'
MIN. SINGLE-FAMILY LOT AREA:	12,800 SF	12,800 SF
MIN. SINGLE-FAMILY LOT WIDTH:	80'-100', 85' AVG.	85', 112.5'
MIN. SINGLE-FAMILY FRONT YARD:	30'-40', 35' AVG.	35'
MIN. CLUSTER FRONT YARD:	22' OFF EOP	22' OFF ROW
MIN. SINGLE-FAMILY SIDE YARD:	7.5'	7.5'
MIN. SINGLE-FAMILY REAR YARD:	30'	30'
MAX. BUILDING HEIGHT:	35'	35'
MIN. ENCLOSED PARKING PER UNIT:	2	2





SCALE (IN FEET)
1 inch = 60 feet

DAVEY
Resource Group

1110 SHAWAN CORP BLVD, P.O. BOX 37
SHAWAN, ONTARIO L4N 4A7
PH: 905.882.0000 FAX: 905.882.0023

REV: 2 (2023-04-25)

EAGLE MEADOW
UTILITY PLAN

PROJECT
NUMBER

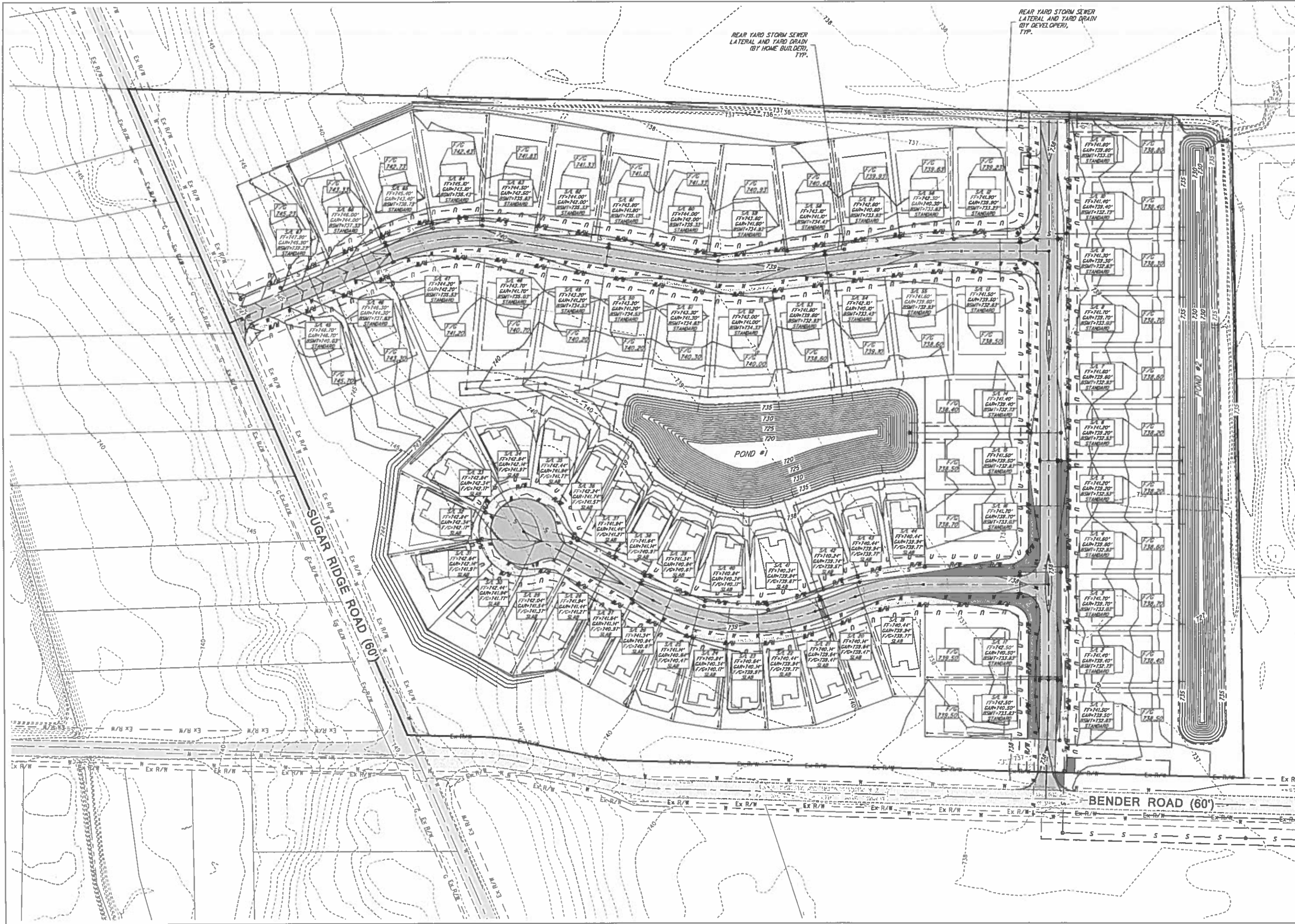
2143

DATE

2023-04-25

4
50

For design and construction of this project, the engineer shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities. The engineer shall also be responsible for ensuring that the project is completed in accordance with the applicable codes and standards. The engineer shall also be responsible for providing the owner with a detailed report of the project results.



DAVEY Resource Group

1310 S. HARRIS STREET, SUITE 100, BOULDER, CO 80501

PH: 303.440.1234 FAX: 303.440.1235

EAGLE MEADOW

FINAL GRADING PLAN

PROJECT NUMBER

2143

DATE

2023-04-25

8

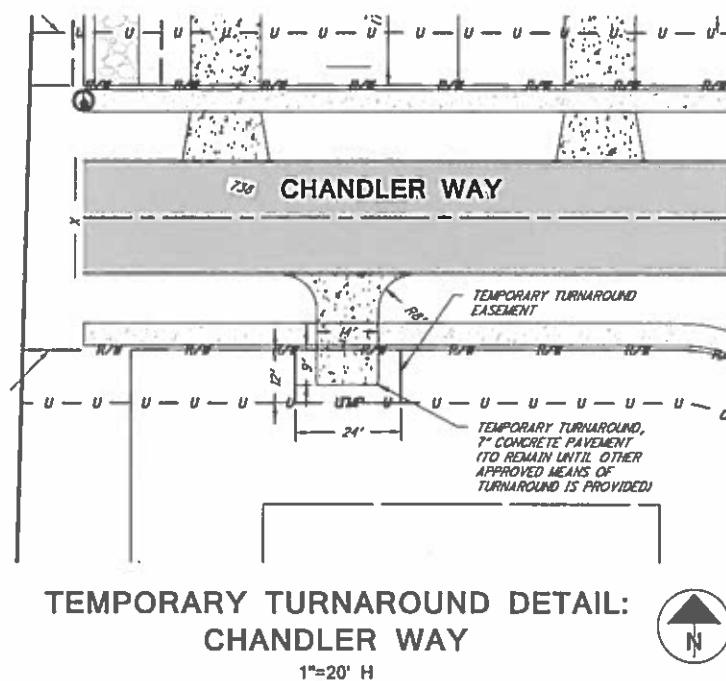
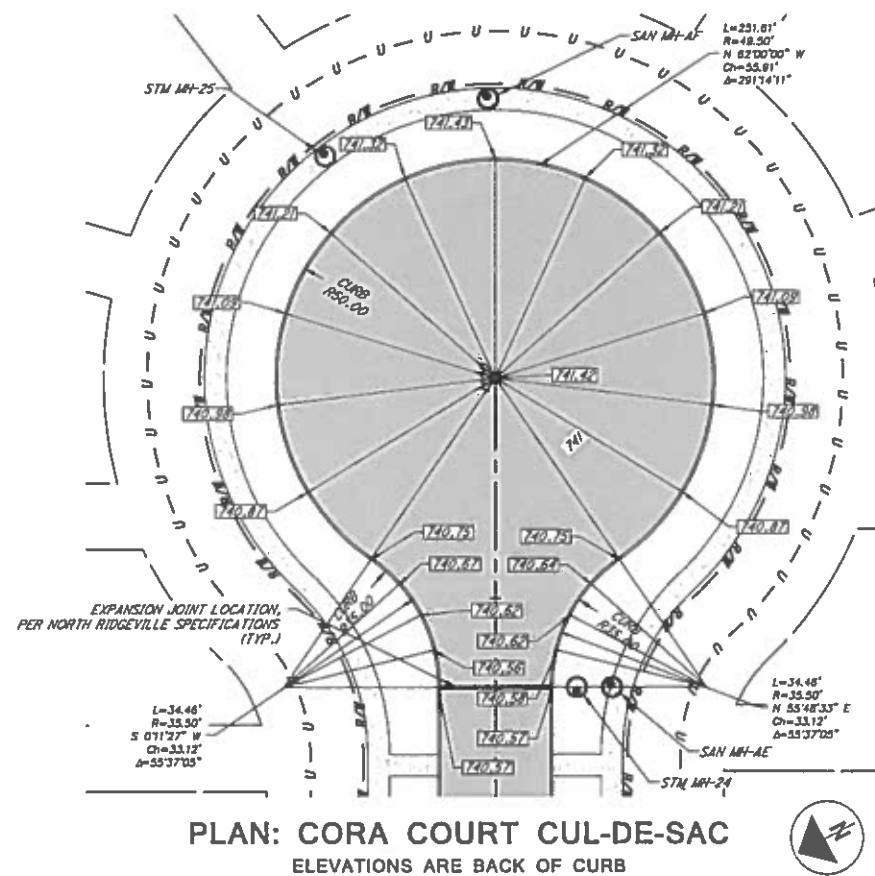
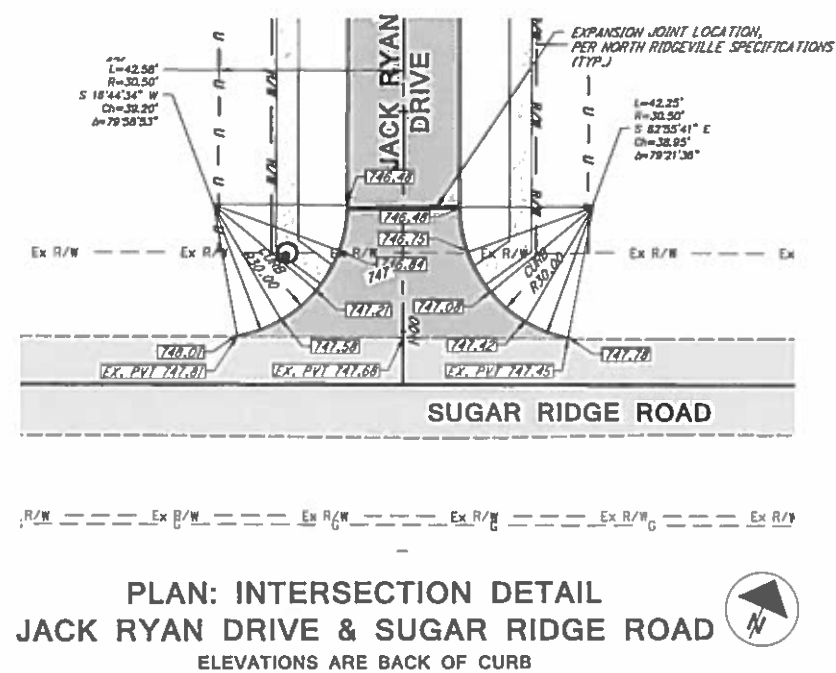
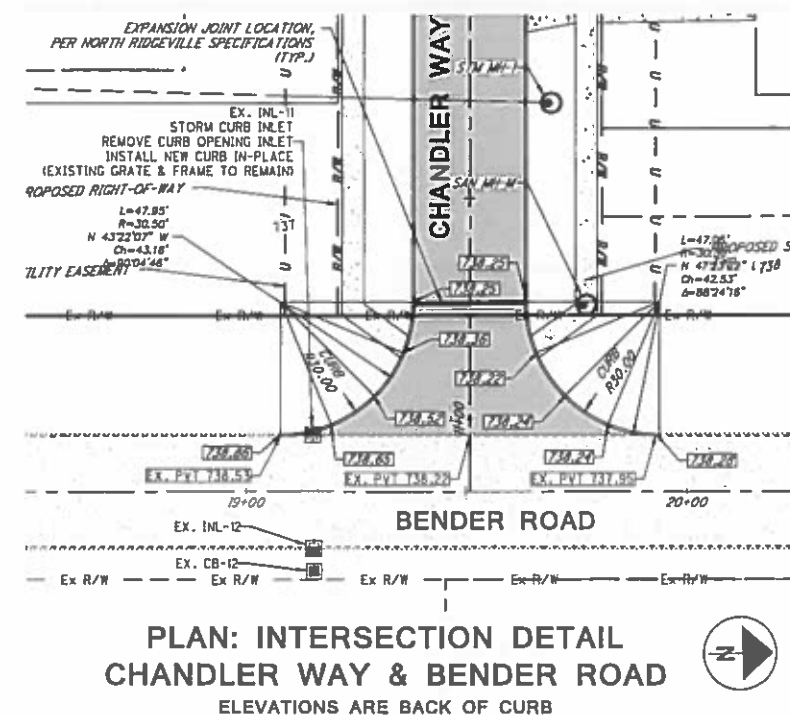
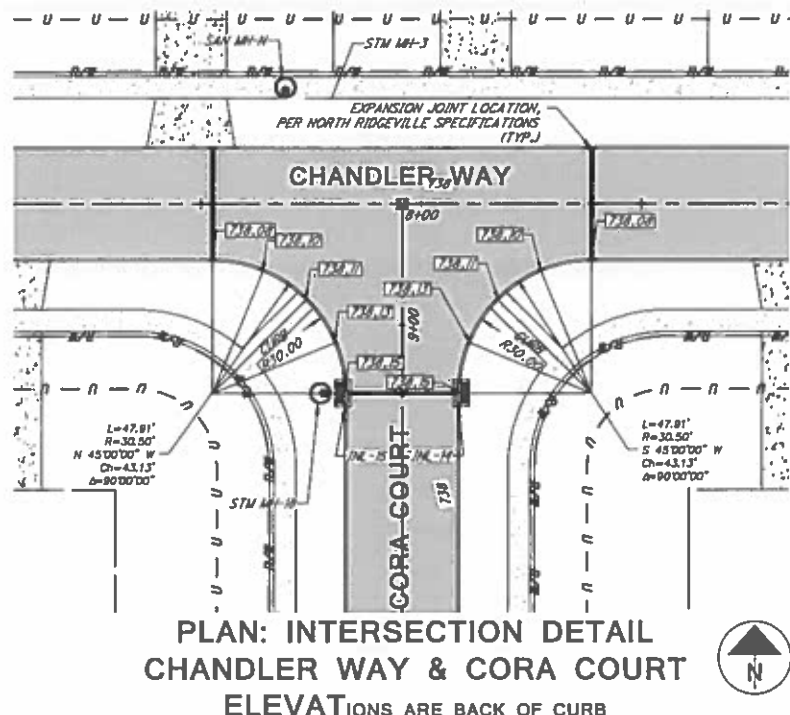
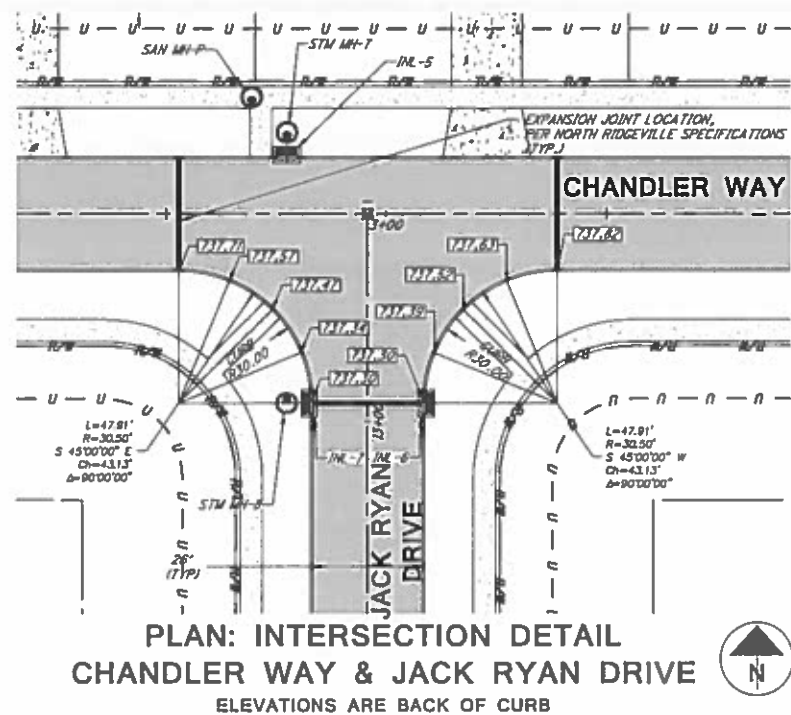
50

1" = 60' (1" = 60')

0 30 60 90 120

1" = 60' (1" = 60')

0 30 60 90 120



SUBLOT #	ALIGNMENT	STATION AT MAIN	LATERAL LENGTH (TO GUE LINE/ 4X4 POST)	INVERT ELEVATION AT MAIN	INVERT ELEVATION AT CLEANOUT	MAINLINE RISER (1/2" / 1/4" POST)	RISER HEIGHT (FT)
1	CHANDLER WAY	9+80	16'	722.15	728.31	Y	6.0'
2	CHANDLER WAY	9+29	16'	722.38	727.54	Y	5.0'
3	CHANDLER WAY	8+44	16'	722.76	727.92	Y	5.0'
4	CHANDLER WAY	7+25	16'	723.30	728.46	Y	5.0'
5	CHANDLER WAY	6+38	16'	723.69	727.85	Y	4.0'
6	CHANDLER WAY	5+84	16'	723.93	728.09	Y	4.0'
7	CHANDLER WAY	4+95	16'	724.33	728.49	Y	4.0'
8	CHANDLER WAY	3+85	16'	724.83	727.99	Y	3.0'
9	CHANDLER WAY	3+00	16'	725.21	727.37	Y	2.0'
10	CHANDLER WAY	2+40	16'	725.47	727.63	Y	2.0'
11	CHANDLER WAY	1+55	16'	725.85	728.01	Y	2.0'
12	JACK RYAN DRIVE	12+64	18'	725.83	728.01	Y	2.0'
13	JACK RYAN DRIVE	12+69	67'	725.80	727.47	Y	1.0'
14	CHANDLER WAY	5+36	69'	724.15	727.84	Y	3.0'
15	CHANDLER WAY	5+99	69'	723.86	727.55	Y	3.0'
16	CHANDLER WAY	6+83	69'	723.49	728.18	Y	4.0'
17	CHANDLER WAY	9+08	67'	722.97	728.64	Y	5.0'
18	CHANDLER WAY	9+70	67'	722.19	728.86	Y	6.0'
19	CORA COURT	6+82	65'	729.19	729.84	N	0.0'
20	CORA COURT	5+98	69'	729.58	730.27	N	0.0'
21	CORA COURT	5+70	70'	729.70	730.40	N	0.0'
22	CORA COURT	5+23	71'	729.89	730.60	N	0.0'
23	CORA COURT	4+76	72'	730.13	730.85	N	0.0'
24	CORA COURT	4+35	72'	730.36	731.08	N	0.0'
25	CORA COURT	3+84	70'	730.62	731.32	N	0.0'
26	CORA COURT	3+39	72'	730.83	731.55	N	0.0'
27	CORA COURT	2+83	69'	731.07	731.76	N	0.0'
28	CORA COURT	2+29	69'	731.32	732.01	N	0.0'
29	CORA COURT	1+75	70'	731.60	732.30	N	0.0'
30	CORA COURT	1+13	91'	731.97	732.88	N	0.0'
31	CORA COURT	1+08	94'	732.00	732.94	N	0.0'
32	CORA COURT	0+37	16'	732.48	732.64	N	0.0'
33	CORA COURT	0+37	16'	732.48	732.64	N	0.0'
34	CORA COURT	1+18	76'	731.94	732.70	N	0.0'
35	CORA COURT	1+23	60'	731.91	732.51	N	0.0'
36	CORA COURT	1+70	19'	731.63	731.82	N	0.0'
37	CORA COURT	2+24	16'	731.34	731.50	N	0.0'
38	CORA COURT	2+78	16'	731.09	731.25	N	0.0'
39	CORA COURT	3+45	12'	730.80	730.92	N	0.0'
40	CORA COURT	4+41	12'	730.33	730.45	N	0.0'
41	CORA COURT	5+46	13'	729.80	729.93	N	0.0'
42	CORA COURT	6+05	16'	729.54	729.70	N	0.0'
43	CORA COURT	6+60	17'	729.29	729.46	N	0.0'
44	CORA COURT	7+31	17'	728.95	729.12	N	0.0'
45	JACK RYAN DRIVE	2+21	69'	730.57	735.26	Y	4.0'
46	JACK RYAN DRIVE	3+06	69'	730.20	732.89	Y	2.0'
47	JACK RYAN DRIVE	4+29	68'	729.62	730.30	N	0.0'
48	JACK RYAN DRIVE	5+62	68'	728.99	729.67	N	0.0'
49	JACK RYAN DRIVE	6+51	68'	728.59	729.27	N	0.0'
50	JACK RYAN DRIVE	7+10	68'	728.32	730.00	Y	1.0'
51	JACK RYAN DRIVE	8+20	69'	727.83	729.52	Y	1.0'
52	JACK RYAN DRIVE	8+99	73'	727.50	729.23	Y	1.0'
53	JACK RYAN DRIVE	9+82	69'	727.13	727.82	N	0.0'
54	JACK RYAN DRIVE	10+44	69'	726.85	728.54	Y	1.0'
55	JACK RYAN DRIVE	11+34	68'	726.44	728.12	Y	1.0'
56	JACK RYAN DRIVE	11+79	19'	726.23	728.42	Y	2.0'
57	JACK RYAN DRIVE	10+72	16'	726.73	728.89	Y	2.0'
58	JACK RYAN DRIVE	10+12	16'	726.99	729.15	Y	2.0'
59	JACK RYAN DRIVE	9+18	13'	727.42	729.55	Y	2.0'
60	JACK RYAN DRIVE	8+00	16'	727.92	730.08	Y	2.0'
61	JACK RYAN DRIVE	6+88	16'	728.42	730.58	Y	2.0'
62	JACK RYAN DRIVE	6+28	16'	728.69	730.85	Y	2.0'
63	JACK RYAN DRIVE	5+42	17'	729.08	731.25	Y	2.0'
64	JACK RYAN DRIVE	4+67	18'	729.43	731.61	Y	2.0'
65	JACK RYAN DRIVE	3+98	18'	729.77	731.95	Y	2.0'
66	JACK RYAN DRIVE	3+31	16'	730.09	732.25	Y	2.0'
67	JACK RYAN DRIVE	2+46	16'	730.47	734.63	Y	4.0'

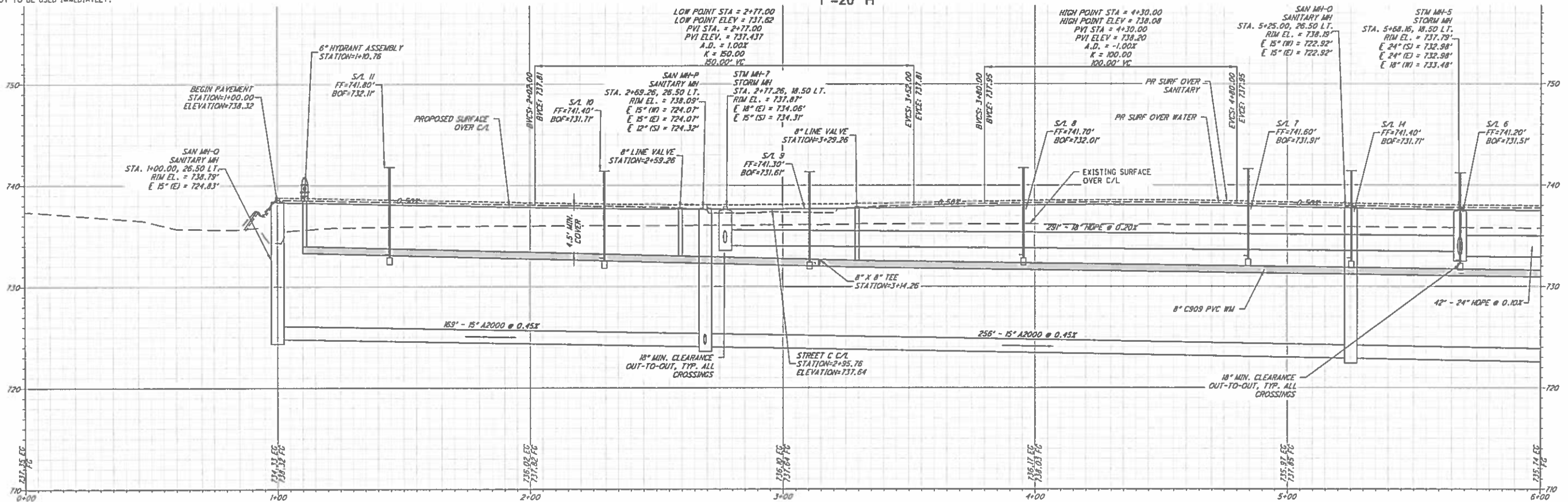
SUBLOT #	ALIGNMENT	STATION AT MAIN	LATERAL LENGTH (TO GUE LINE/ 4X4 POST)	INVERT ELEVATION AT MAIN	INVERT ELEVATION AT CLEANOUT
1	TO POND 2	-	-	-	-
2	TO POND 2	-	-	-	-
3	TO POND 2	-	-	-	-
4	TO POND 2	-	-	-	-
5	TO POND 2	-	-	-	-
6	TO POND 2	-	-	-	-
7	TO POND 2	-	-	-	-
8	TO POND 2	-	-	-	-
9	TO POND 2	-	-	-	-
10	TO POND 2	-	-	-	-
11	TO POND 2	-	-	-	-
12	JACK RYAN DRIVE	12+85	24'	736.00	736.24
13	JACK RYAN DRIVE	12+73	61'	736.06	736.67
14**	TO POND 1	-	-	-	-
15	TO POND 1	-	-	-	-
16+	CHANDLER WAY	6+78	61'	735.27	735.88
17+	CHANDLER WAY	9+34	61'	736.29	736.90
18	CHANDLER WAY	9+44	61'	736.20	736.81
19**	CORA COURT	6+48	61'	736.11	736.72
20**	CORA COURT	5+88	61'	735.94	736.55
21	CORA COURT	5+78	61'	735.93	736.54
22	CORA COURT	5+30	61'	736.16	736.77
23	CORA COURT	4+83	62'	736.38	737.00
24	CORA COURT	4+39	64'	736.59	737.23
25	CORA COURT	3+90	62'	736.81	737.43
26	CORA COURT	3+44	64'	737.01	737.65
27	CORA COURT	2+92	61'	737.26	737.87
28	CORA COURT	2+36	61'	737.54	738.15
29**	CORA COURT	1+83	61'	737.81	738.42
30**	CORA COURT	1+23	71'	738.13	738.84
31**	CORA COURT	0+94	61'	738.50	739.11
32	CORA COURT	0+50	16'	738.42	738.58
33+	CORA COURT	-	-	-	0.00
34+	TO POND 1	-	-	-	-
35+	TO POND 1	-	-	-	-
36+	TO POND 1	-	-	-	-
37+	TO POND 1	-	-	-	-
38+	TO POND 1	-	-	-	-
39+	TO POND 1	-	-	-	-
40+	TO POND 1	-	-	-	-
41+	TO POND 1	-	-	-	-
42+	TO POND 1	-	-	-	-
43+	TO POND 1	-	-	-	-
44+	TO POND 1	-	-	-	-
45+	TO POND 1	-	-	-	-
46+	TO POND 1	-	-	-	-
47+	TO POND 1	-	-	-	-
48+	TO POND 1	-	-	-	-
49+	TO POND 1	-	-	-	-
50+	TO POND 1	-	-	-	-
51+	TO POND 1	-	-	-	-
52+	TO POND 1	-	-	-	-
53+	TO POND 1	-	-	-	-
54+	TO POND 1	-	-	-	-
55	TO POND 1	-	-	-	-
56	JACK RYAN DRIVE	12+05	24'	736.34	736.58
57	JACK RYAN DRIVE	10+41	24'	736.31	736.55
58	JACK RYAN DRIVE	10+41	24'	736.31	736.55
59	JACK RYAN DRIVE	9+52	21'	736.51	736.72
60	JACK RYAN DRIVE	8+27	23'	737.10	737.33
61	JACK RYAN DRIVE	6+63	24'	737.93	738.17
62	JACK RYAN DRIVE	6+53	24'	737.98	738.22
63	JACK RYAN DRIVE	5+68	24'	738.82	739.06
64	JACK RYAN DRIVE	4+17	24'	739.19	739.43
66	JACK RYAN DRIVE	3+11	24'	739.56	739.80
67	JACK RYAN DRIVE	2+60	24'	739.98	740.22

SUBLOT #	ALIGNMENT	STATION AT MAIN	LATERAL LENGTH TO CURB VALVE	CURB VALVE TO GUE
1	CHANDLER WAY	9+56	34'	26.5'
2	CHANDLER WAY	8+77	34'	26.5'
3	CHANDLER WAY	8+55	34'	26.5'
4	CHANDLER WAY	7+14	34'	26.5'
5	CHANDLER WAY	6+28	34'	26.5'
6	CHANDLER WAY	5+95	34'	26.5'
7	CHANDLER WAY	5+10	34'	26.5'
8	CHANDLER WAY	3+70	34'	26.5'
9	CHANDLER WAY	3+43	34'	26.5'
10	CHANDLER WAY	5+51	34'	26.5'
11	CHANDLER WAY	1+66	34'	26.5'
12	JACK RYAN DRIVE	12+15	34'	26.5'
13	JACK RYAN DRIVE	12+58	3'	20.5'
14	CHANDLER WAY	5+47	3'	20.5'
15	CHANDLER WAY	5+89	3'	20.5'
16	CHANDLER WAY	6+67	3'	20.5'
17	CHANDLER WAY	9+19	3'	20.5'
18	CHANDLER WAY	9+60	3'	20.5'
19	CORA COURT	8+95	3'	20.5'
20	CORA COURT	8+15	3'	20.5'
21	CORA COURT	7+67	3'	20.5'
22	CORA COURT	7+19	3'	20.5'
23	CORA COURT	6+69	3'	20.5'
24	CORA COURT	6+18	3'	20.5'
25	CORA COURT	5+69	3'	20.5'
26	CORA COURT	5+19	3'	20.5'
27	CORA COURT	4+65	3'	20.5'
28	CORA COURT	4+09	3'	20.5'
29	CORA COURT	3+58	3'	25.5'
30	CORA COURT	2+86	3'	22.5'
31	CORA COURT	2+44	3'	22.0'
32	CORA COURT	2+16	3'	20.0'
33	CORA COURT	1+62	3'	20.0'
34	CORA COURT	1+27	3'	21.0'
35	CORA COURT	0+90	3'	22.0'
36	CORA COURT	0+52	3'	21.5'
37	CORA COURT	4+04	34'	26.5'
38	CORA COURT	4+60	34'	26.5'
39	CORA COURT	5+22	34'	26.5'
40	CORA COURT	6+24	34'	26.5'
41	CORA COURT	7+43	34'	26.5'
42	CORA COURT	8+22	34'	26.5'
43	CORA COURT	8+74	34'	26.5'
44	CORA COURT	9+23	34'	26.5'
45	JACK RYAN DRIVE	2+36	3'	20.5'
46	JACK RYAN DRIVE	3+21	3'	20.5'
47	JACK RYAN DRIVE	3+63	3'	20.5'
48	JACK RYAN DRIVE	5+79	3'	20.5'
49	JACK RYAN DRIVE	6+61	3'	20.5'
50	JACK RYAN DRIVE	7+00	3'	20.5'
51	JACK RYAN DRIVE	8+32	3'	20.5'
52	JACK RYAN DRIVE	9+09	3'	20.5'
53	JACK RYAN DRIVE	9+92	3'	20.5'
54	JACK RYAN DRIVE	10+36	3'	20.5'
55	JACK RYAN DRIVE	11+24	3'	20.5'
56	JACK RYAN DRIVE	11+90	34'	26.5'
57	JACK RYAN DRIVE	10+62	34'	26.5'
58	JACK RYAN DRIVE	10+23	34'	26.5'
59	JACK RYAN DRIVE	9+28	34'	26.5'
60	JACK RYAN DRIVE	8+10	34'	26.5'
61	JACK RYAN DRIVE	6+77	34'	26.5'
62	JACK RYAN DRIVE	6+38	34'	26.5'
63	JACK RYAN DRIVE	5+53	34'	26.5'
64	JACK RYAN DRIVE	4+80	34'	26.5'
65	JACK RYAN DRIVE	4+13	34'	26.5'
66	JACK RYAN DRIVE	2+71	34'	26.5'
67	JACK RYAN DRIVE	1+85	34'	26.5'

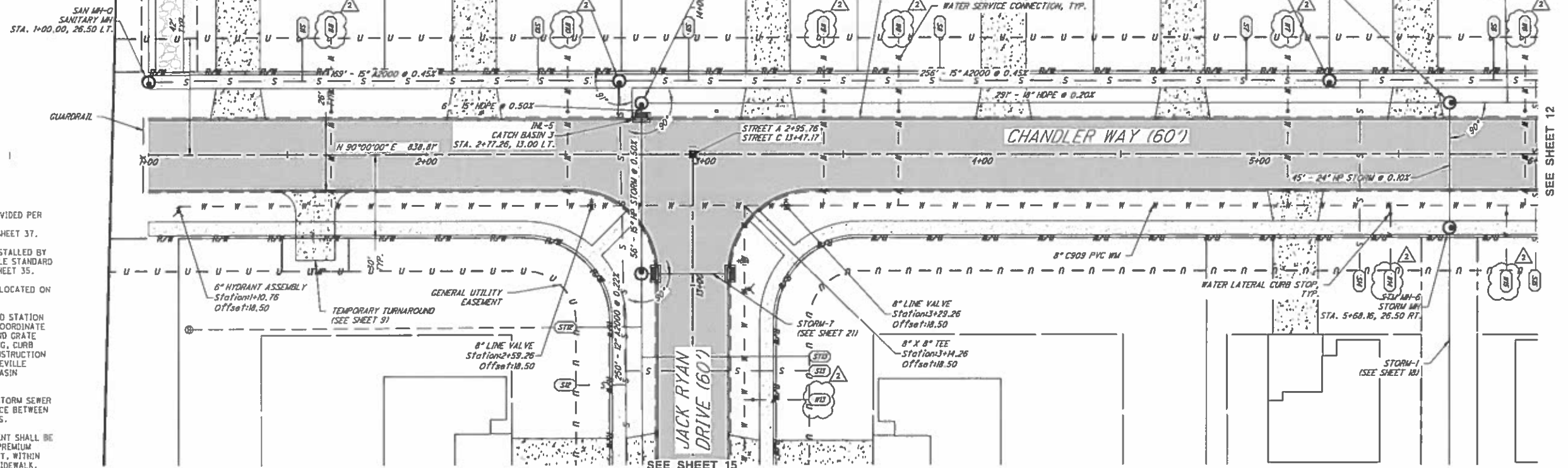
SUBLOT #	ALIGNMENT	STATION AT MAIN	RIM ELEVATION	INVERT ELEVATION
12	JACK RYAN DRIVE	12+85	738.81	737.64
17	CORA COURT	9+34	739.52	738.30
18	CORA COURT	9+44	739.21	738.21
19	CHANDLER WAY	6+48	739.32	737.86
20	CHANDLER WAY	5+88	739.37	737.69
21	CHANDLER WAY	5+78	739.38	737.68
22	CHANDLER WAY	5+30	739.49	737.91
23	CHANDLER WAY	4+83	739.60	738.14
24	CHANDLER WAY	4+39	739.71	738.37
25	CHANDLER WAY	3+90	739.82	738.57
26	CHANDLER WAY	3+44	739.96	738.79
27	CHANDLER WAY	2+92	740.57	739.01
28	CHANDLER WAY	2+36	740.75	739.31
29	CHANDLER WAY	1+83	741.15	739.92
30	CHANDLER WAY	1+23	741.48	740.04
31	CHANDLER WAY	0+94	741.67	740.31
32	CHANDLER WAY	0+50	741.34	739.78
56	JACK RYAN DRIVE	12+05	739.39	737.98
57	JACK RYAN DRIVE	10+41	739.78	737.95</

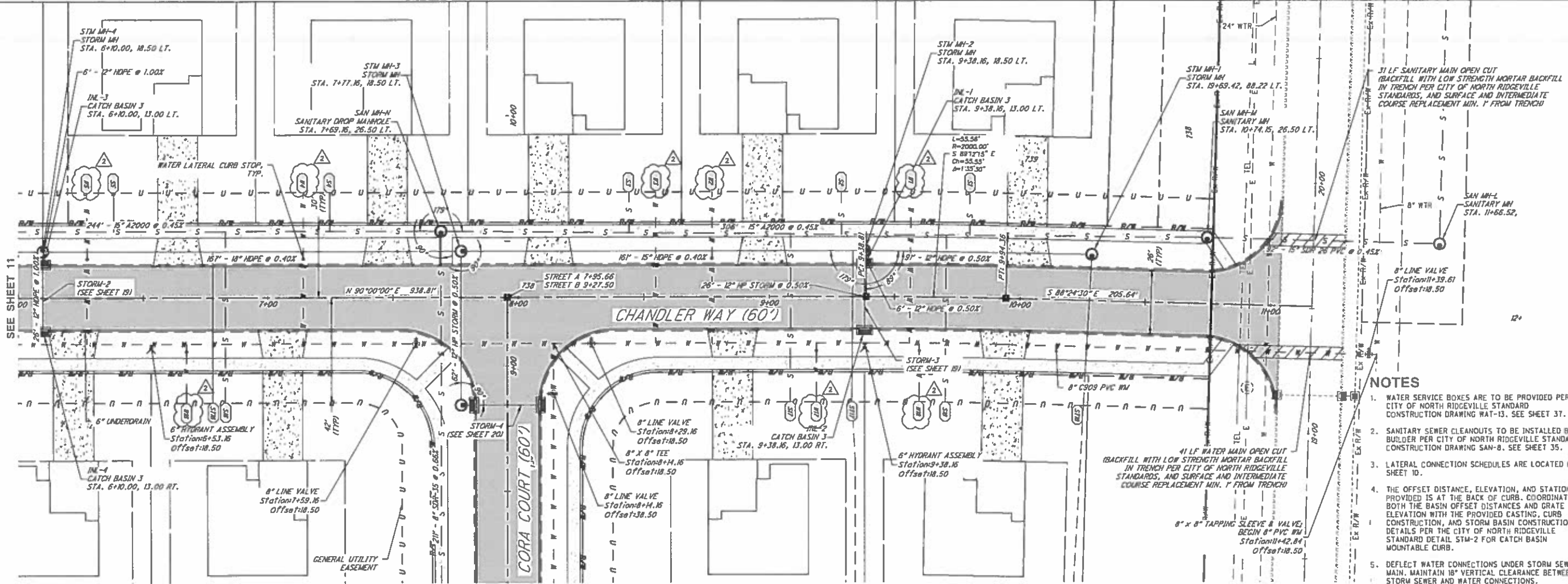
NOTES

1. WATER SERVICE BOXES ARE TO BE PROVIDED PER CITY OF NORTH RIDGEVILLE STANDARD CONSTRUCTION DRAWING WAT-13. SEE SHEET 37.
2. SANITARY SEWER CLEANOUTS TO BE INSTALLED BY BUILDER PER CITY OF NORTH RIDGEVILLE STANDARD CONSTRUCTION DRAWING SAN-8. SEE SHEET 35.
3. LATERAL CONNECTION SCHEDULES ARE LOCATED ON SHEET 10.
4. THE OFFSET DISTANCE, ELEVATION, AND STATION PROVIDED IS AT THE BACK OF CURB. COORDINATE BOTH THE BASIN OFFSET DISTANCES AND GRATE ELEVATION WITH THE PROVIDED CASTING, CURB CONSTRUCTION, AND STORM BASIN CONSTRUCTION DETAILS PER THE CITY OF NORTH RIDGEVILLE STANDARD DETAIL STM-2 FOR CATCH BASIN MOUNTABLE CURB.
5. DEFLECT WATER CONNECTIONS UNDER STORM SEWER MAIN. MAINTAIN 18" VERTICAL CLEARANCE BETWEEN STORM SEWER AND WATER CONNECTIONS.
6. ALL UTILITY CROSSINGS UNDER PAVEMENT SHALL BE BACKFILLED WITH PREMIUM BACKFILL. PREMIUM BACKFILL IS REQUIRED UNDER PAVEMENT, WITHIN THE ZONE OF INFLUENCE, AND UNDER SIDEWALK.
7. GASKETED PLUGS SHALL BE INSTALLED IN THE SANITARY LATERAL CONNECTIONS AT THE R/W IF NOT TO BE USED IMMEDIATELY.

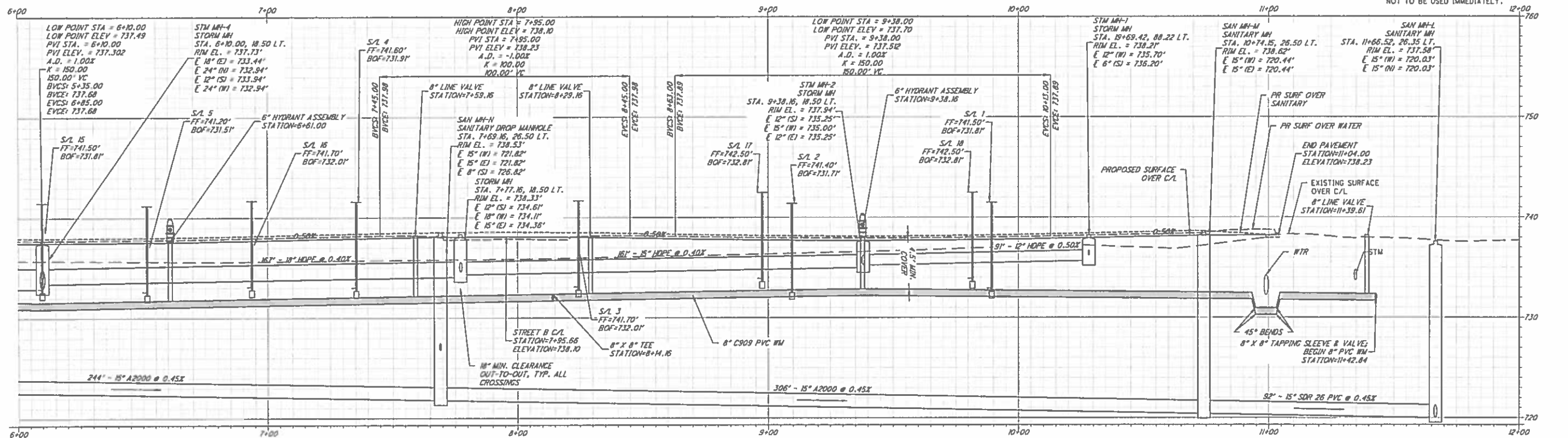


PLAN: CHANDLER WAY STA: 0+00 TO 6+00
1"=20' H



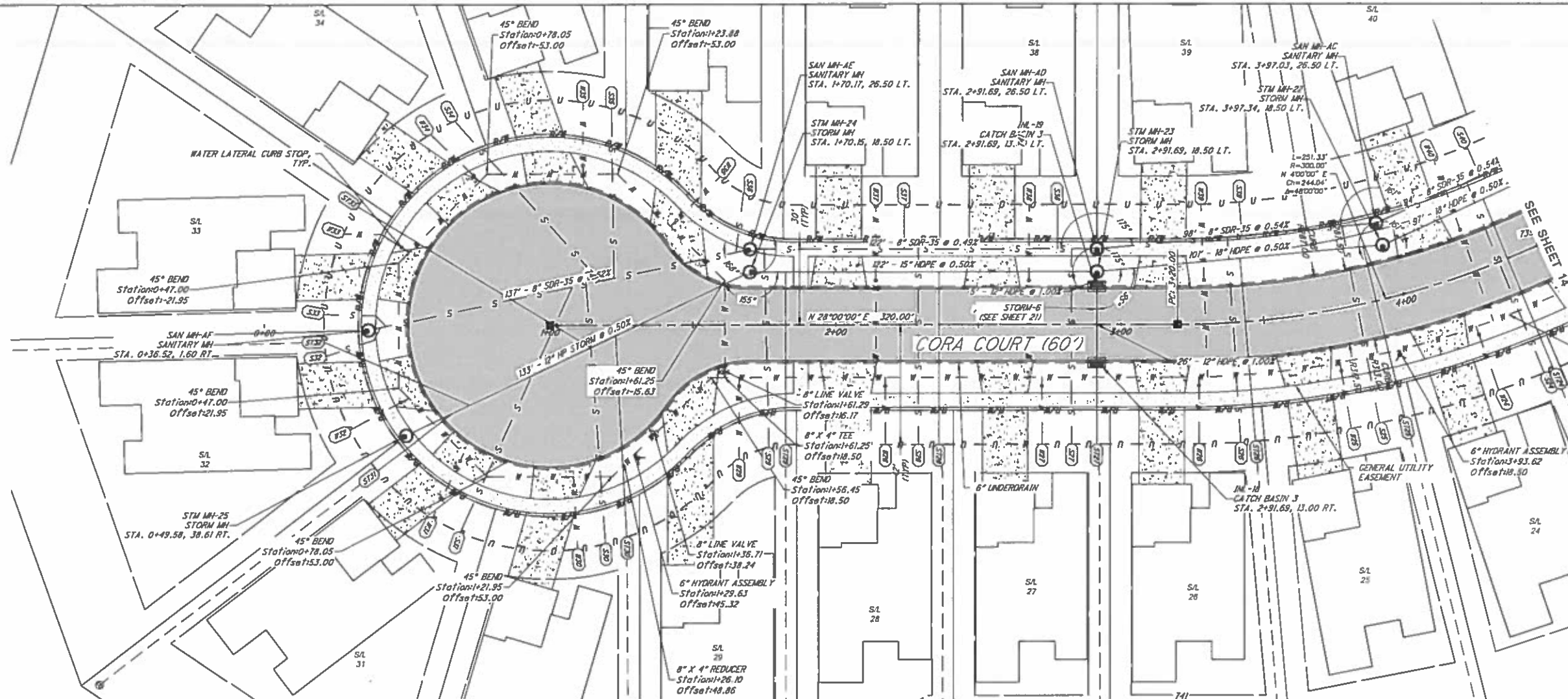


PLAN: CHANDLER WAY STA: 6+00 TO 12+00
1"=20' H



PROFILE: CHANDLER WAY STA: 6+00 TO 12+00
1"=20' H, 1"=5' V

- NOTES**
1. WATER SERVICE BOXES ARE TO BE PROVIDED PER CITY OF NORTH RIDGEVILLE STANDARD CONSTRUCTION DRAWING WAT-13. SEE SHEET 37.
 2. SANITARY SEWER CLEANOUTS TO BE INSTALLED BY BUILDER PER CITY OF NORTH RIDGEVILLE STANDARD CONSTRUCTION DRAWING SAN-8. SEE SHEET 35.
 3. LATERAL CONNECTION SCHEDULES ARE LOCATED ON SHEET 10.
 4. THE OFFSET DISTANCE, ELEVATION, AND STATION PROVIDED IS AT THE BACK OF CURB. COORDINATE BOTH THE BASIN OFFSET DISTANCES AND GRATE ELEVATION WITH THE PROVIDED CASTING, CURB CONSTRUCTION, AND STORM BASIN CONSTRUCTION DETAILS PER THE CITY OF NORTH RIDGEVILLE STANDARD DETAIL STM-2 FOR CATCH BASIN MOUNTABLE CURB.
 5. DEFLECT WATER CONNECTIONS UNDER STORM SEWER MAIN. MAINTAIN 18" VERTICAL CLEARANCE BETWEEN STORM SEWER AND WATER CONNECTIONS.
 6. ALL UTILITY CROSSINGS UNDER PAVEMENT SHALL BE BACKFILLED WITH PREMIUM BACKFILL. PREMIUM BACKFILL IS REQUIRED UNDER PAVEMENT, WITHIN THE ZONE OF INFLUENCE, AND UNDER SIDEWALK.
 7. GASKETED PLUGS SHALL BE INSTALLED IN THE SANITARY LATERAL CONNECTIONS AT THE R/W IF NOT TO BE USED IMMEDIATELY.



- NOTES**
1. WATER SERVICE BOXES ARE TO BE PROVIDED PER CITY OF NORTH RIDGEVILLE STANDARD CONSTRUCTION DRAWING WAT-13. SEE SHEET 37.
 2. SANITARY SEWER CLEANDOUTS TO BE INSTALLED BY BUILDER PER CITY OF NORTH RIDGEVILLE STANDARD CONSTRUCTION DRAWING SAN-8. SEE SHEET 35.
 3. LATERAL CONNECTION SCHEDULES ARE LOCATED ON SHEET 10.
 4. THE OFFSET DISTANCE, ELEVATION, AND STATION PROVIDED IS AT THE BACK OF CURB. COORDINATE BOTH THE BASIN OFFSET DISTANCES AND GRATE ELEVATION WITH THE PROVIDED CASTING, CURB CONSTRUCTION, AND STORM BASIN CONSTRUCTION DETAILS PER THE CITY OF NORTH RIDGEVILLE STANDARD DETAIL STM 2 FOR CATCH BASIN MOUNTABLE CURB.
 5. DEFLECT WATER CONNECTIONS UNDER STORM SEWER MAIN. MAINTAIN 18\"/>

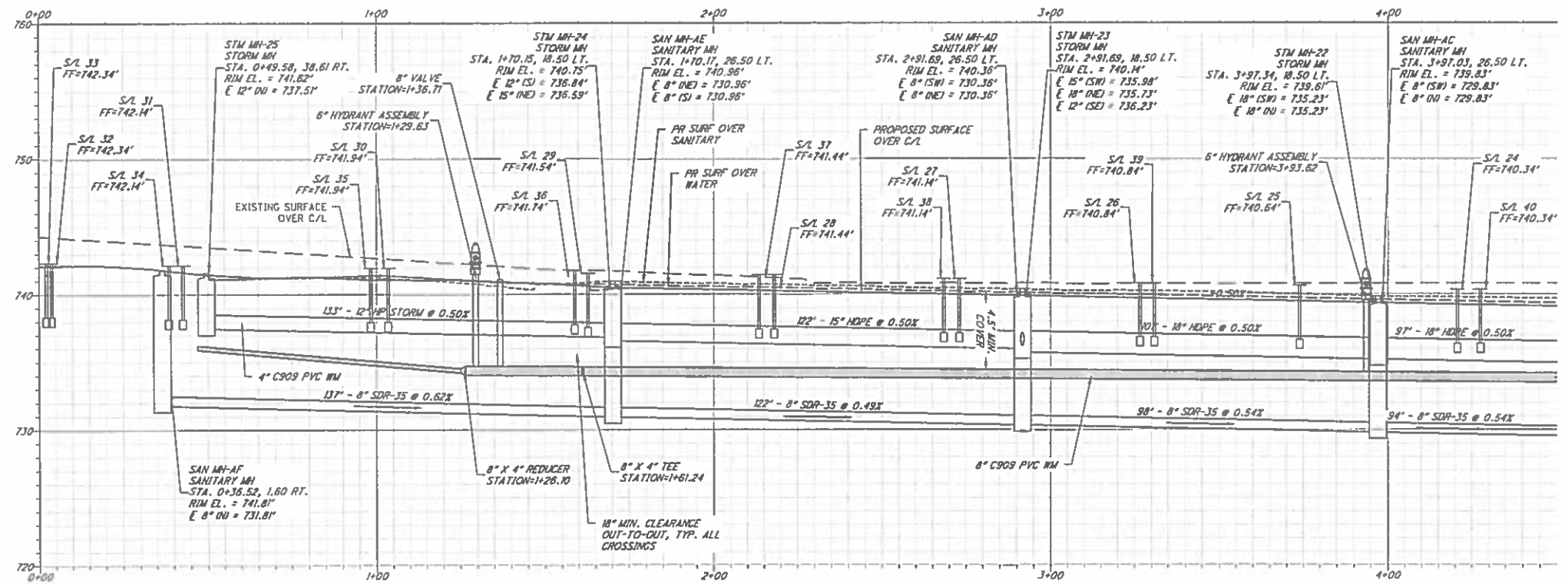
Davey Resource Group
 1111 SHAW CREEK ROAD, P.O. BOX 37
 SHAW CREEK, OHIO 44271
 (PHONE) 330.930.2024 (FAX) 330.930.2423

DAVEY
 Resource Group

SCALE 1"=20' H
 1"=20' V

1"=20' H

PLAN: CORA COURT STA: 0+00 TO 4+50
 1"=20' H



PROFILE: CORA COURT STA: 0+00 TO 4+50
 1"=20' H, 1"=5' V

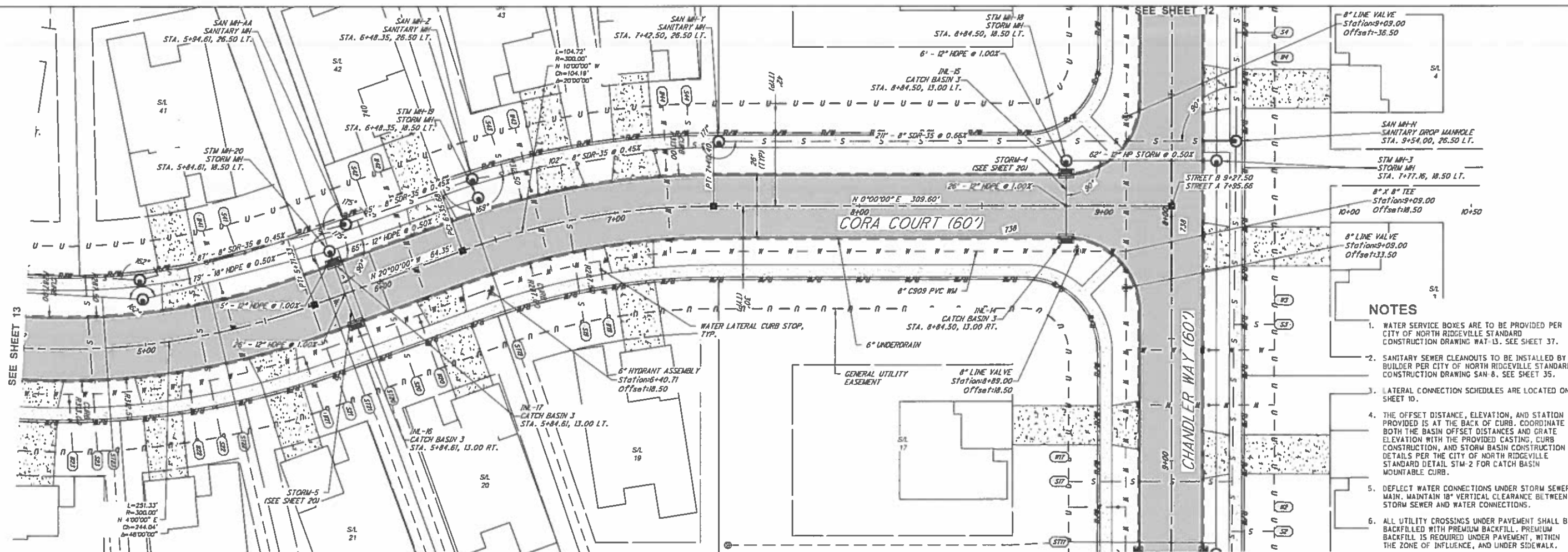
EAGLE MEADOW

PLAN & PROFILE CORA COURT

PROJECT NUMBER
 2143

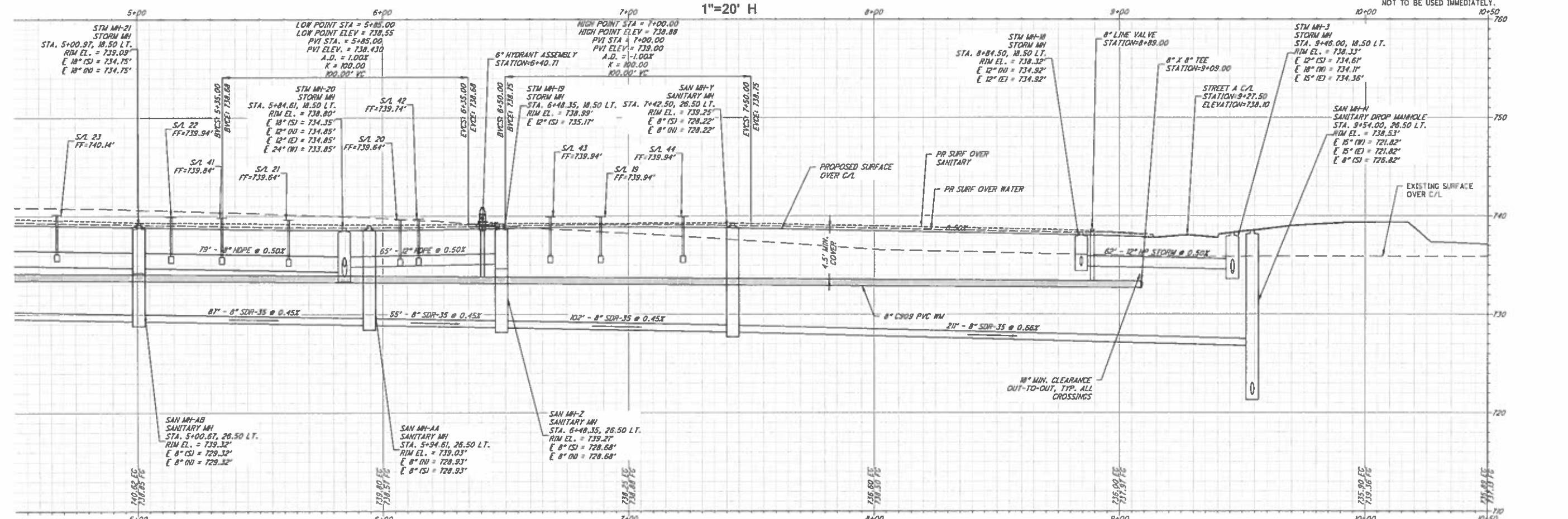
DATE
 2023-04-25

13
 50



PLAN: CORA COURT STA: 4+50 TO 10+50

- NOTES**
1. WATER SERVICE BOXES ARE TO BE PROVIDED PER CITY OF NORTH RIDGEVILLE STANDARD CONSTRUCTION DRAWING WAT-13. SEE SHEET 37.
 2. SANITARY SEWER CLEANOUTS TO BE INSTALLED BY BUILDER PER CITY OF NORTH RIDGEVILLE STANDARD CONSTRUCTION DRAWING SAN-8. SEE SHEET 35.
 3. LATERAL CONNECTION SCHEDULES ARE LOCATED ON SHEET 10.
 4. THE OFFSET DISTANCE, ELEVATION, AND STATION PROVIDED IS AT THE BACK OF CURB. COORDINATE BOTH THE BASIN OFFSET DISTANCES AND GRATE ELEVATION WITH THE PROVIDED CASTING, CURB CONSTRUCTION, AND STORM BASIN CONSTRUCTION DETAILS PER THE CITY OF NORTH RIDGEVILLE STANDARD DETAIL STM-2 FOR CATCH BASIN MOUNTABLE CURB.
 5. DEFLECT WATER CONNECTIONS UNDER STORM SEWER MAIN. MAINTAIN 18" VERTICAL CLEARANCE BETWEEN STORM SEWER AND WATER CONNECTIONS.
 6. ALL UTILITY CROSSINGS UNDER PAVEMENT SHALL BE BACKFILLED WITH PREMIUM BACKFILL. PREMIUM BACKFILL IS REQUIRED UNDER PAVEMENT, WITHIN THE ZONE OF INFLUENCE, AND UNDER SIDEWALK.
 7. GASKETED PLUGS SHALL BE INSTALLED IN THE SANITARY LATERAL CONNECTIONS AT THE R/W IF NOT TO BE USED IMMEDIATELY.



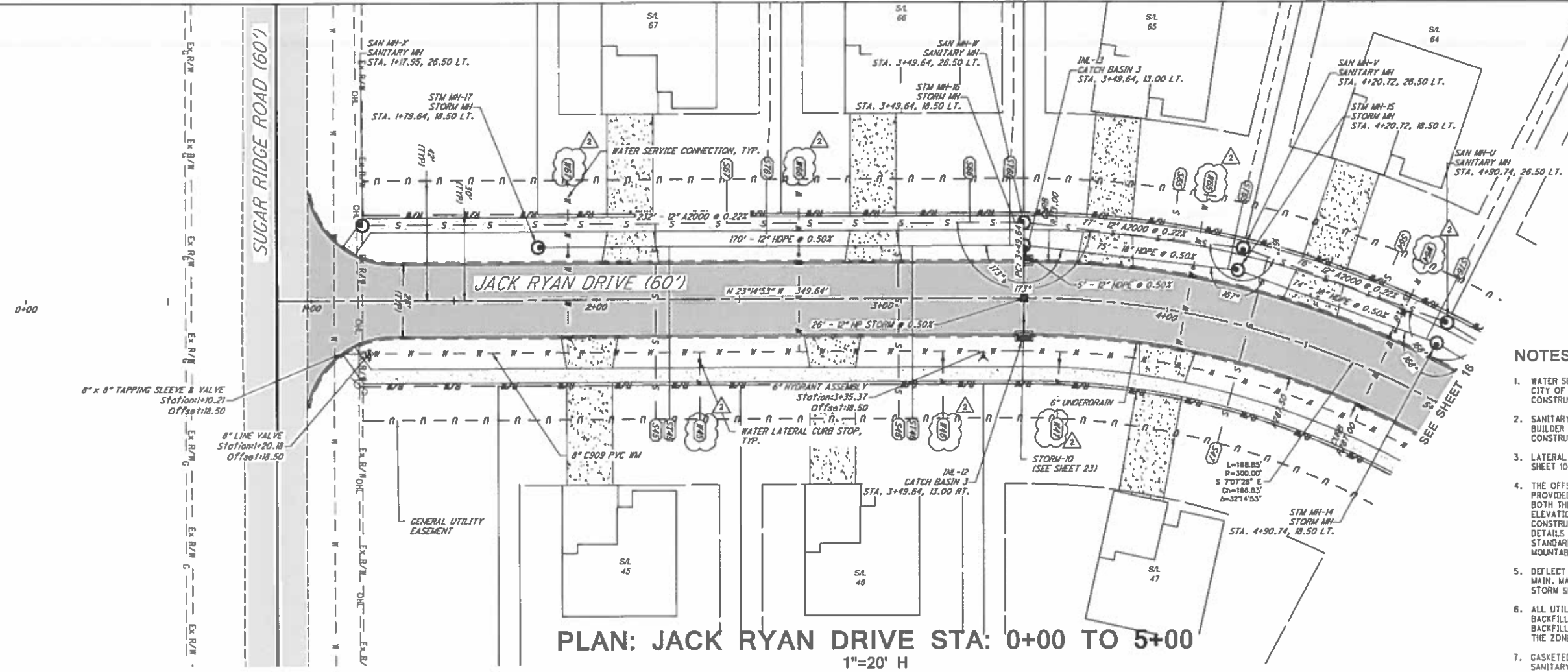
PROFILE: CORA COURT STA: 4+50 TO 10+50

DAVEY Resource Group
1330 BARNUM CIRCLE, SUITE 100, P.O. BOX 37
BARNUM, OHIO 44024
(440) 325-1234 FAX (440) 325-1235

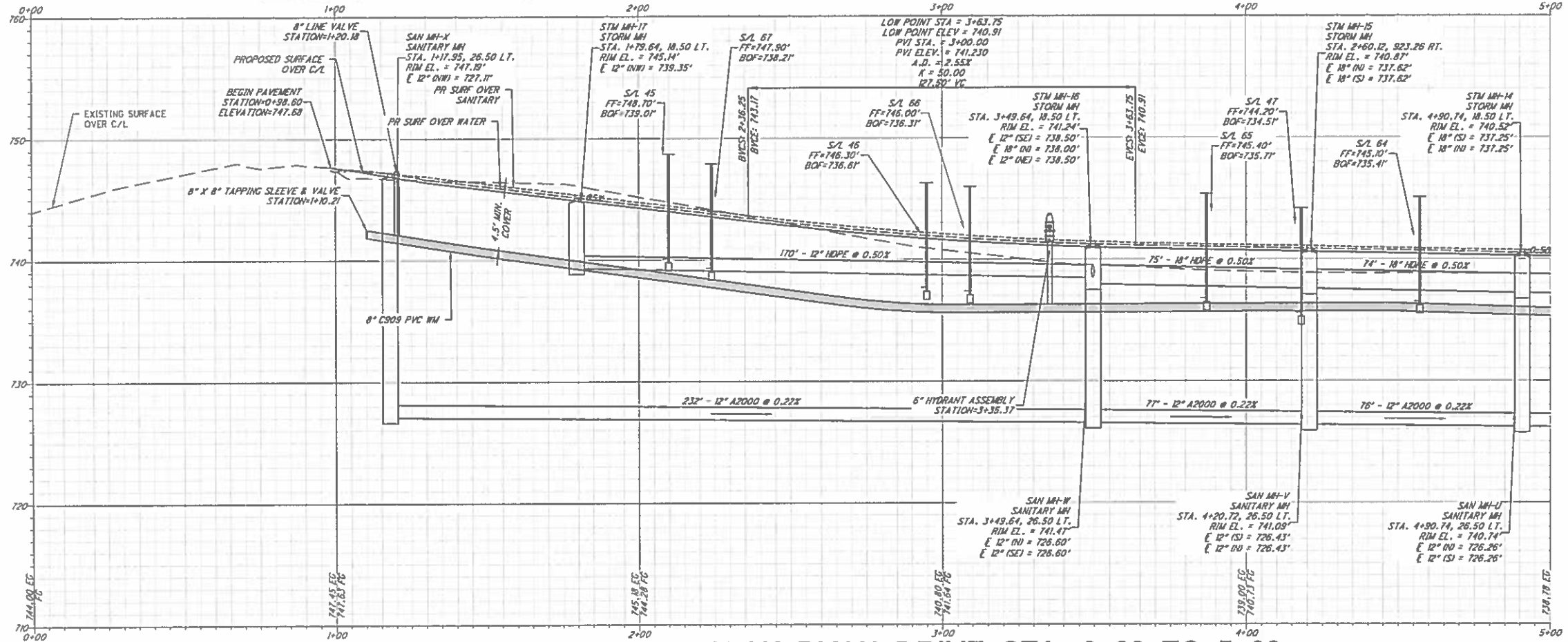
EAGLE MEADOW
PLAN & PROFILE CORA COURT

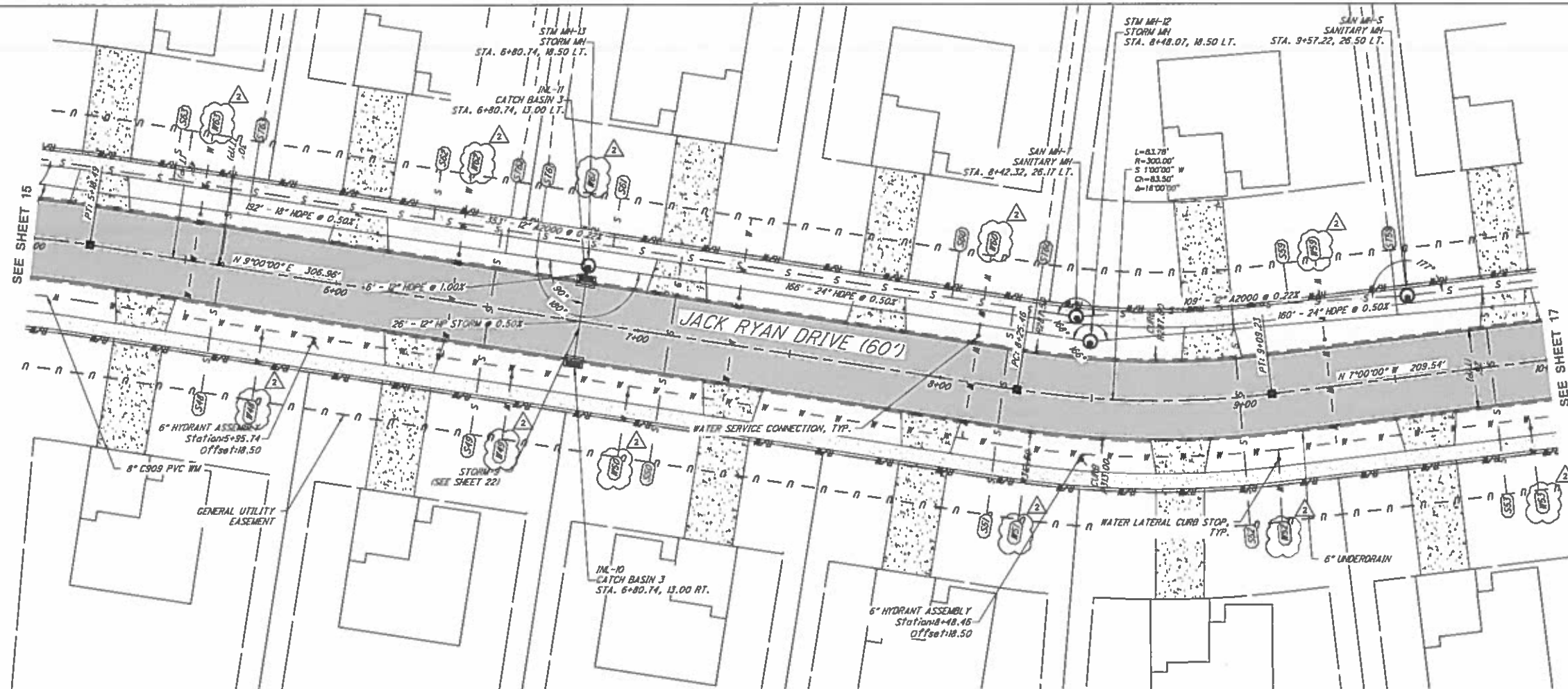
PROJECT NUMBER	2143
DATE	2023-04-25

14
50

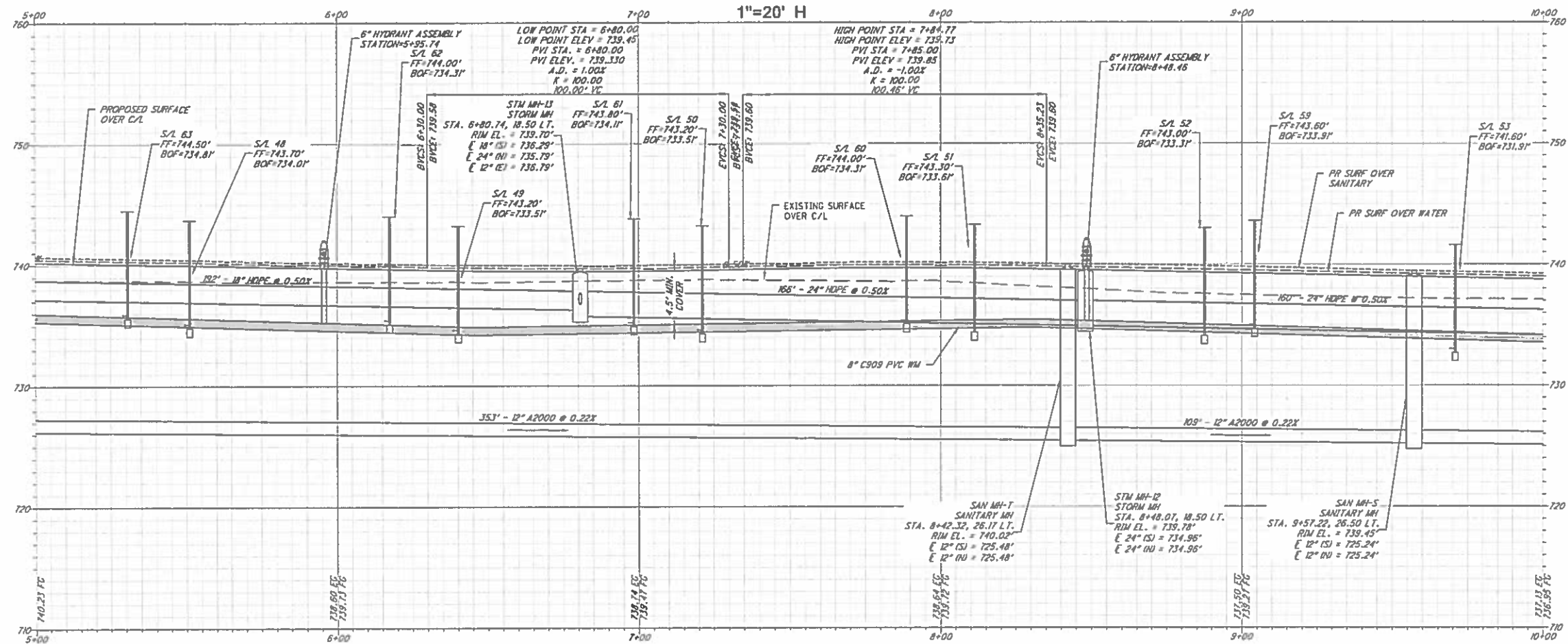


- NOTES**
1. WATER SERVICE BOXES ARE TO BE PROVIDED PER CITY OF NORTH RIDGEVILLE STANDARD CONSTRUCTION DRAWING WAT-13. SEE SHEET 37.
 2. SANITARY SEWER CLEANOUTS TO BE INSTALLED BY BUILDER PER CITY OF NORTH RIDGEVILLE STANDARD CONSTRUCTION DRAWING SAN-8. SEE SHEET 35.
 3. LATERAL CONNECTION SCHEDULES ARE LOCATED ON SHEET 10.
 4. THE OFFSET DISTANCE, ELEVATION, AND STATION PROVIDED IS AT THE BACK OF CURB. COORDINATE BOTH THE BASIN OFFSET DISTANCES AND GRATE ELEVATION WITH THE PROVIDED CASTING, CURB CONSTRUCTION, AND STORM BASIN CONSTRUCTION DETAILS PER THE CITY OF NORTH RIDGEVILLE STANDARD DETAIL STM-2 FOR CATCH BASIN MOUNTABLE CURB.
 5. DEFLECT WATER CONNECTIONS UNDER STORM SEWER MAIN. MAINTAIN 18" VERTICAL CLEARANCE BETWEEN STORM SEWER AND WATER CONNECTIONS.
 6. ALL UTILITY CROSSINGS UNDER PAVEMENT SHALL BE BACKFILLED WITH PREMIUM BACKFILL. PREMIUM BACKFILL IS REQUIRED UNDER PAVEMENT, WITHIN THE ZONE OF INFLUENCE, AND UNDER SIDEWALK.
 7. GASKETED PLUGS SHALL BE INSTALLED IN THE SANITARY LATERAL CONNECTIONS AT THE R/W IF NOT TO BE USED IMMEDIATELY.





PLAN: JACK RYAN DRIVE STA: 5+00 TO 10+00

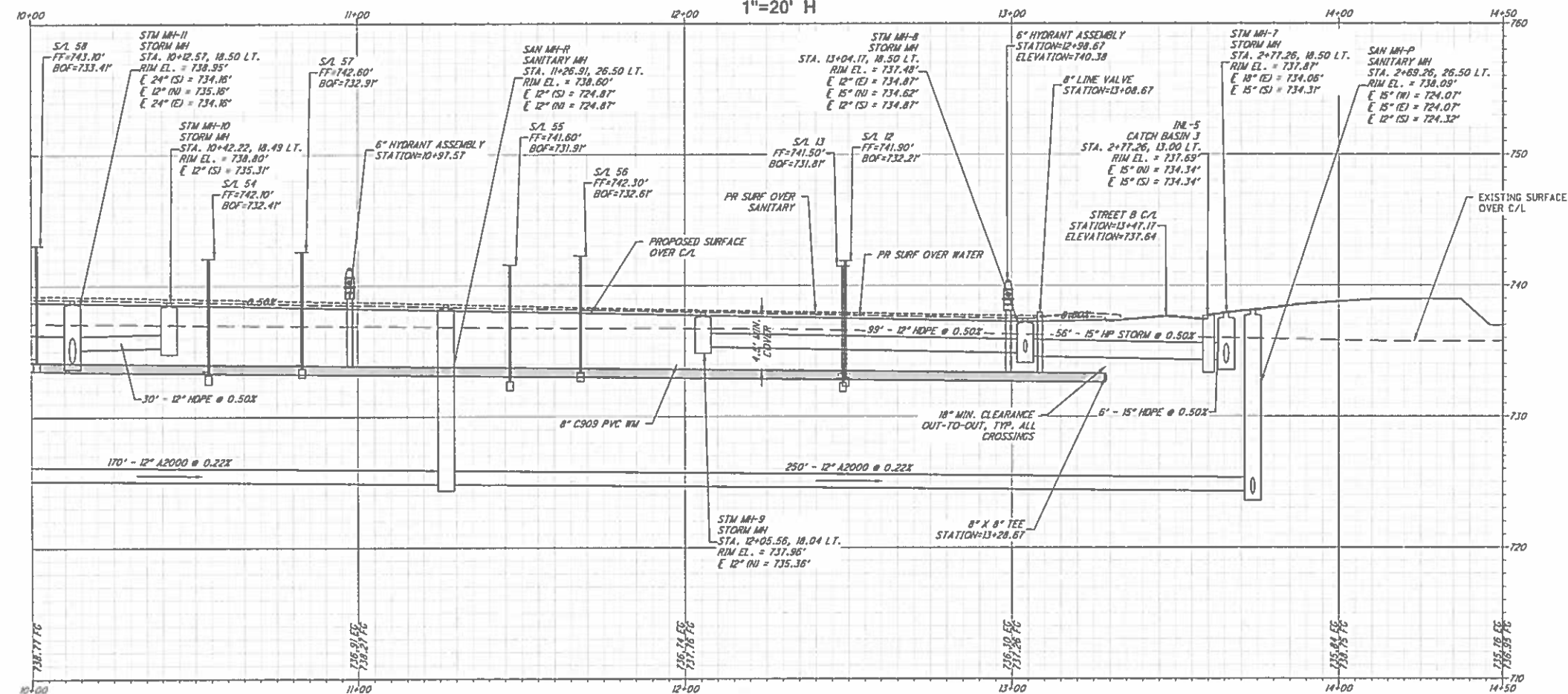
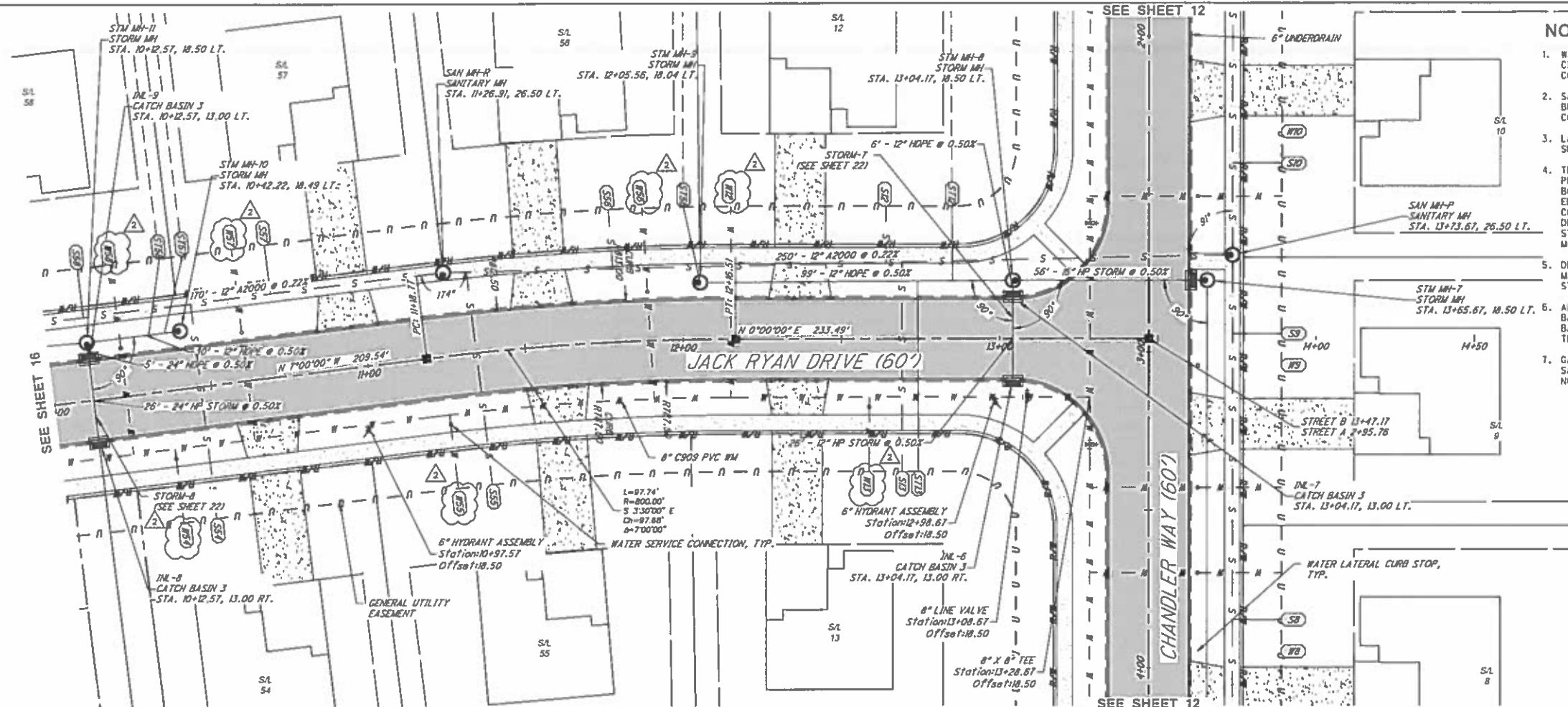


PROFILE: JACK RYAN DRIVE STA: 5+00 TO 10+00

1"=20' H, 1"=5' V

NOTES

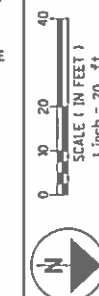
1. WATER SERVICE BOXES ARE TO BE PROVIDED PER CITY OF NORTH RIDGEVILLE STANDARD CONSTRUCTION DRAWING WAT-13. SEE SHEET 37.
2. SANITARY SEWER CLEANOUTS TO BE INSTALLED BY BUILDER PER CITY OF NORTH RIDGEVILLE STANDARD CONSTRUCTION DRAWING SAN-8. SEE SHEET 35.
3. LATERAL CONNECTION SCHEDULES ARE LOCATED ON SHEET 10.
4. THE OFFSET DISTANCE, ELEVATION, AND STATION PROVIDED IS AT THE BACK OF CURB. COORDINATE BOTH THE BASIN OFFSET DISTANCES AND GRATE ELEVATION WITH THE PROVIDED CASTING, CURB CONSTRUCTION, AND STORM BASIN CONSTRUCTION DETAILS PER THE CITY OF NORTH RIDGEVILLE STANDARD DETAIL STM-2 FOR CATCH BASIN MOUNTABLE CURB.
5. DEFLECT WATER CONNECTIONS UNDER STORM SEWER MAIN. MAINTAIN 18" VERTICAL CLEARANCE BETWEEN STORM SEWER AND WATER CONNECTIONS.
6. ALL UTILITY CROSSINGS UNDER PAVEMENT SHALL BE BACKFILLED WITH PREMIUM BACKFILL. PREMIUM BACKFILL IS REQUIRED UNDER PAVEMENT, WITHIN THE ZONE OF INFLUENCE, AND UNDER SIDEWALK.
7. GASKETED PLUGS SHALL BE INSTALLED IN THE SANITARY LATERAL CONNECTIONS AT THE R/W IF NOT TO BE USED IMMEDIATELY.



- ## NOTES

1. WATER SERVICE BOXES ARE TO BE PROVIDED PER CITY OF NORTH RIDGEVILLE STANDARD CONSTRUCTION DRAWING WAT-13. SEE SHEET 37.
2. SANITARY SEWER CLEANOUTS TO BE INSTALLED BY BUILDER PER CITY OF NORTH RIDGEVILLE STANDARD CONSTRUCTION DRAWING SAN-8. SEE SHEET 35.
3. LATERAL CONNECTION SCHEDULES ARE LOCATED ON SHEET 10.
4. THE OFFSET DISTANCE, ELEVATION, AND STATION PROVIDED IS AT THE BACK OF CURB. COORDINATE BOTH THE BASIN OFFSET DISTANCES AND CURB ELEVATION WITH THE PROVIDED EXISTING, GATE CONSTRUCTION AND STORM BASIN CONSTRUCTION DETAILS PER THE CITY OF NORTH RIDGEVILLE STANDARD DETAIL STM-2 FOR CATCH BASIN MOUNTABLE CURB.
5. DEFLECT WATER CONNECTIONS UNDER STORM SEWER MAIN. MAINTAIN 18" VERTICAL CLEARANCE BETWEEN STORM SEWER AND WATER CONNECTIONS.
6. ALL UTILITY CROSSINGS UNDER PAVEMENT SHALL BE BACKFILLED WITH PREMIUM BACKFILL. PREMIUM BACKFILL IS REQUIRED UNDER PAVEMENT, WITHIN THE ZONE OF INFLUENCE, AND UNDER SIDEWALK.
7. GASKETED PLUGS SHALL BE INSTALLED IN THE SANITARY LATERAL CONNECTIONS AT THE R/W IF NOT TO BE USED IMMEDIATELY.

DAVEY  **Davey Resource Group**
1310 SHAWAN COPLEY ROAD, P.O. BOX 37
SHAWAN CENTER, OHIO 44274
TELEPHONE 220 500 EXT. 471 OR 800 870 4472



2 REV-2 (2023-04-25)

EAGLE MEADOW
PLAN & PROFILE JACK RYAN DRIVE

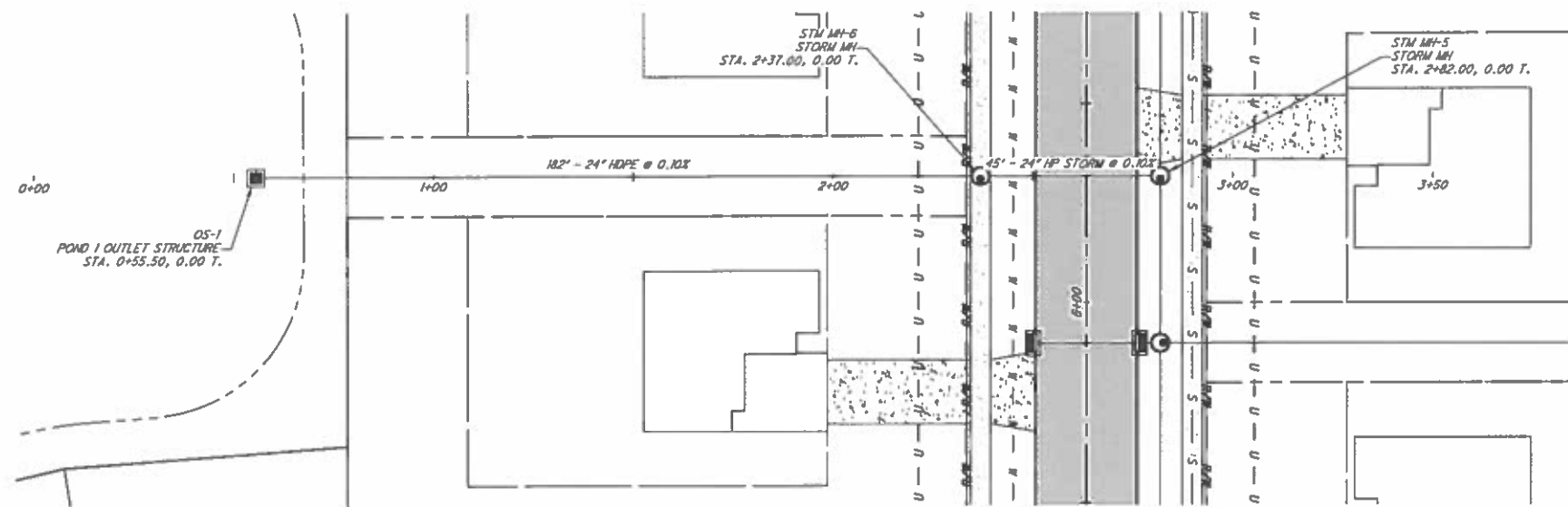
PROJECT
NUMBER

2143

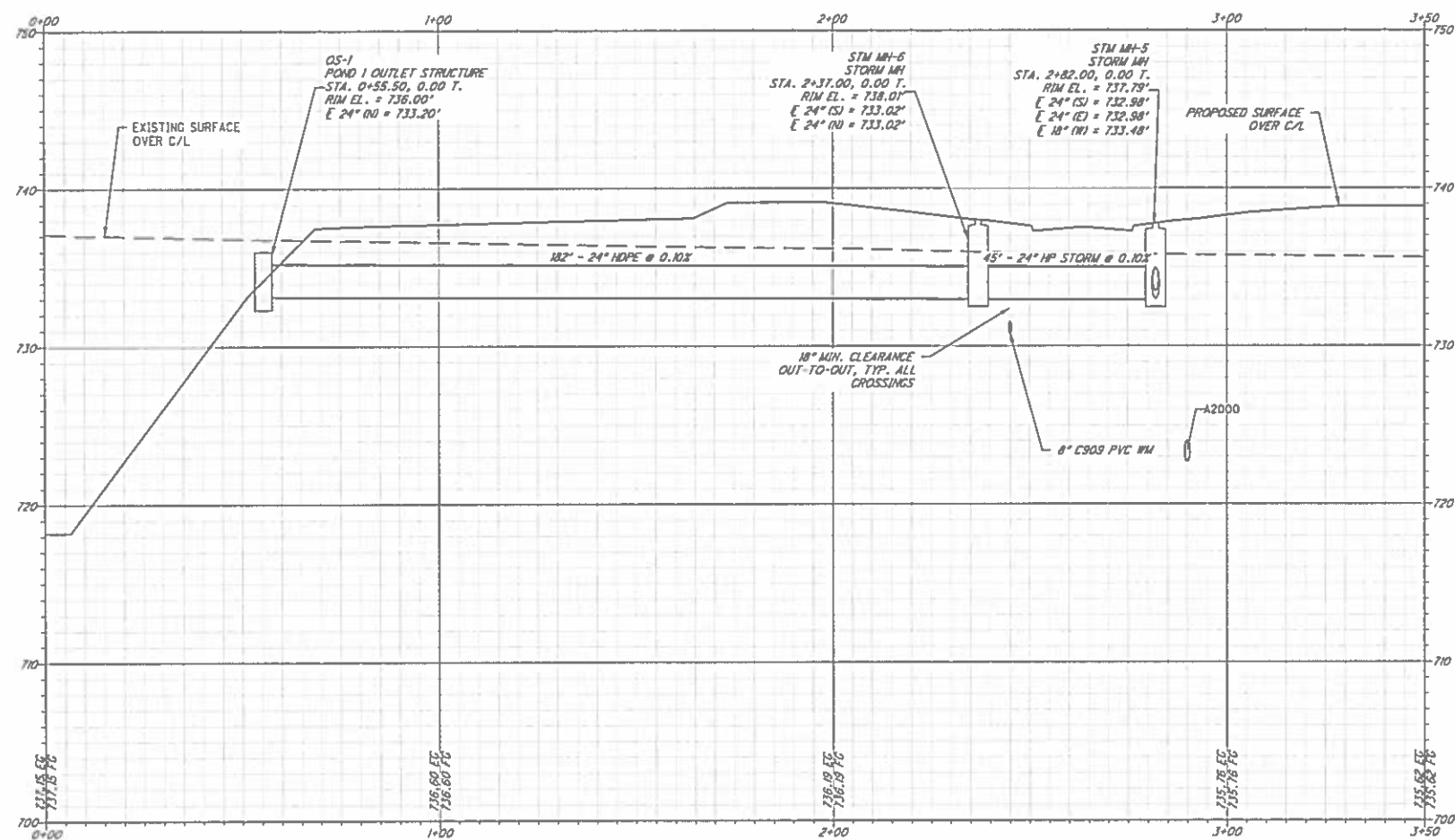
DATE _____

2023-04-25

$\frac{17}{50}$



PLAN: STORM-1
1"=20' H



PROFILE: STORM-1
1"=20' H, 1"=5' V

NOTES

1. OFFSET DISTANCE, ELEVATION, AND STATION PROVIDED AT BACK OF CURB. COORDINATE BOTH THE BASIN OFFSET DISTANCES AND GRATE ELEVATION WITH THE PROVIDED CASTING, CURB CONSTRUCTION, AND STORM BASIN CONSTRUCTION DETAILS PER THE STANDARD DETAIL ST-3.0.
2. MINIMUM SEPARATION TO BE MEASURED "OUT-TO-OUT" BETWEEN WATER MAINS AND SANITARY SEWERS AND/OR STORM SEWERS.



EAGLE MEADOW
PLAN & PROFILE STORM 1

PROJECT
NUMBER

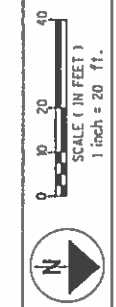
2143

DATE

2023-04-25

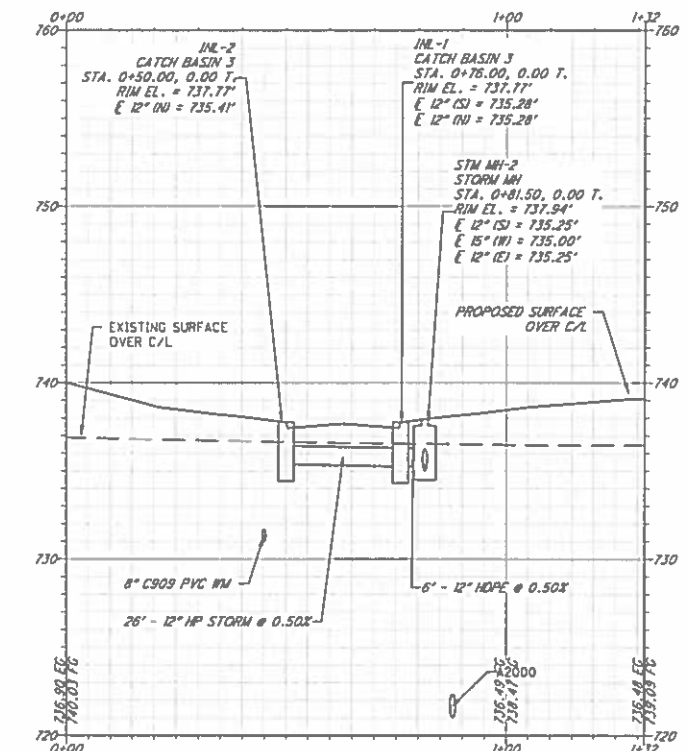
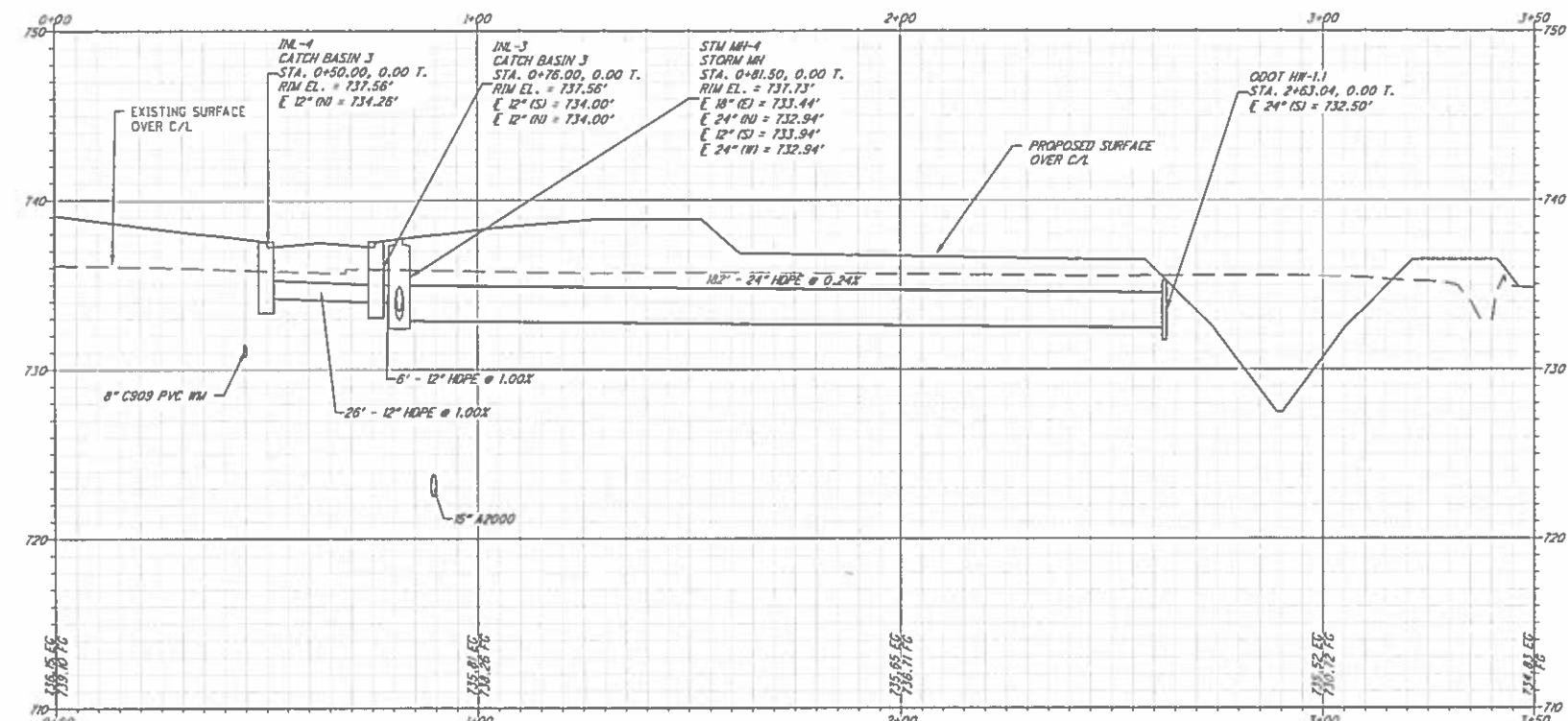
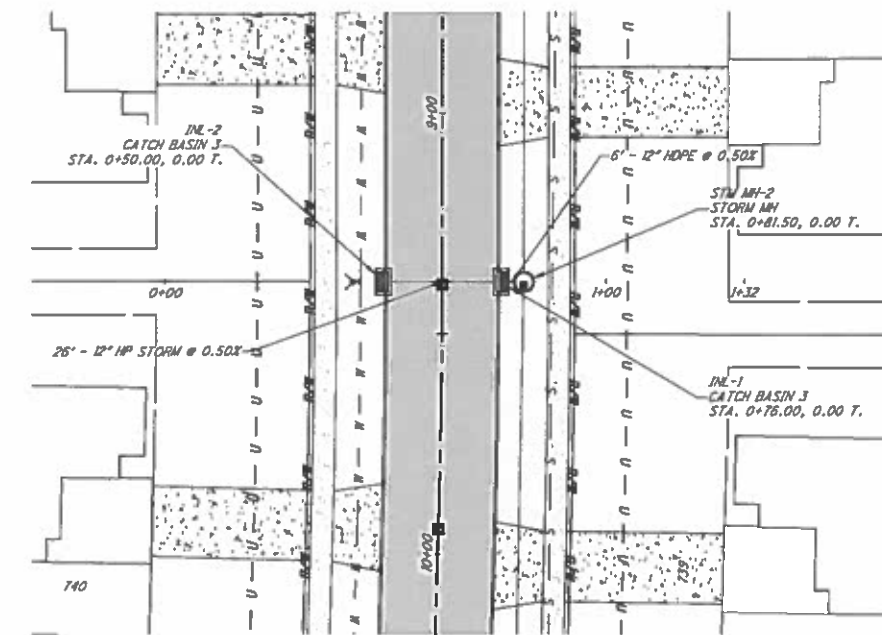
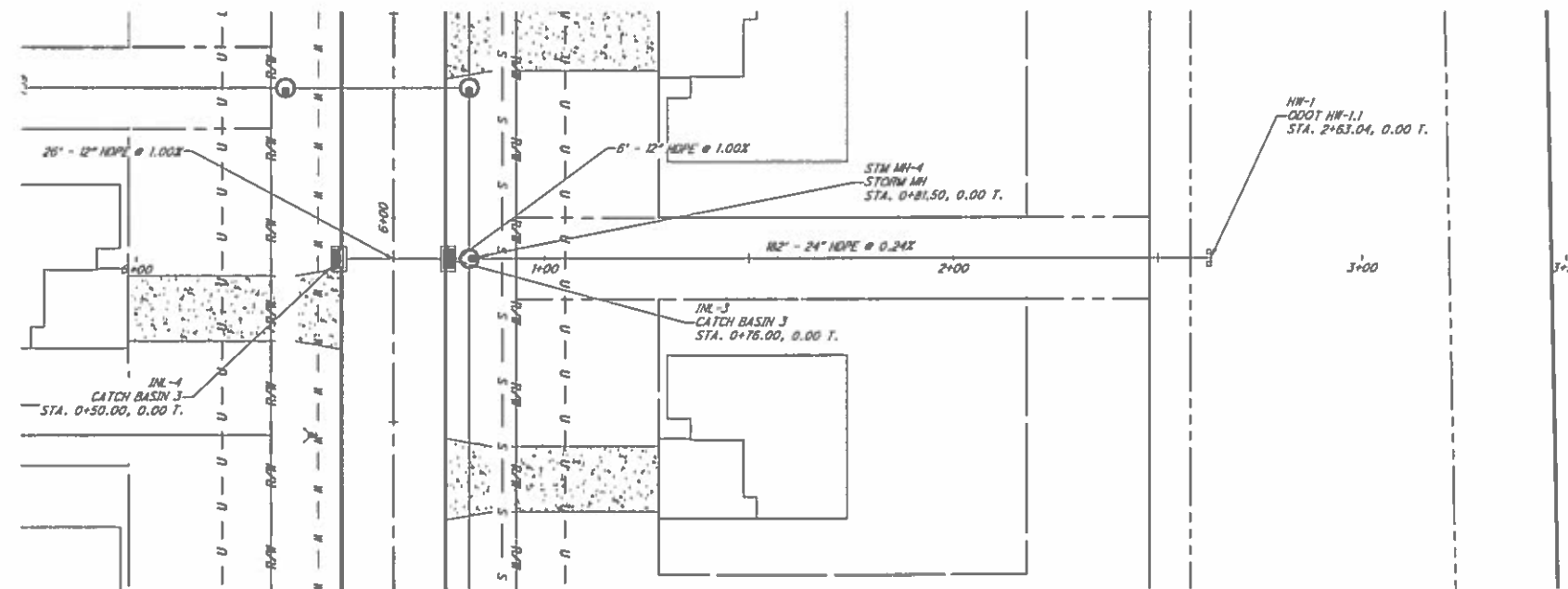
18
50

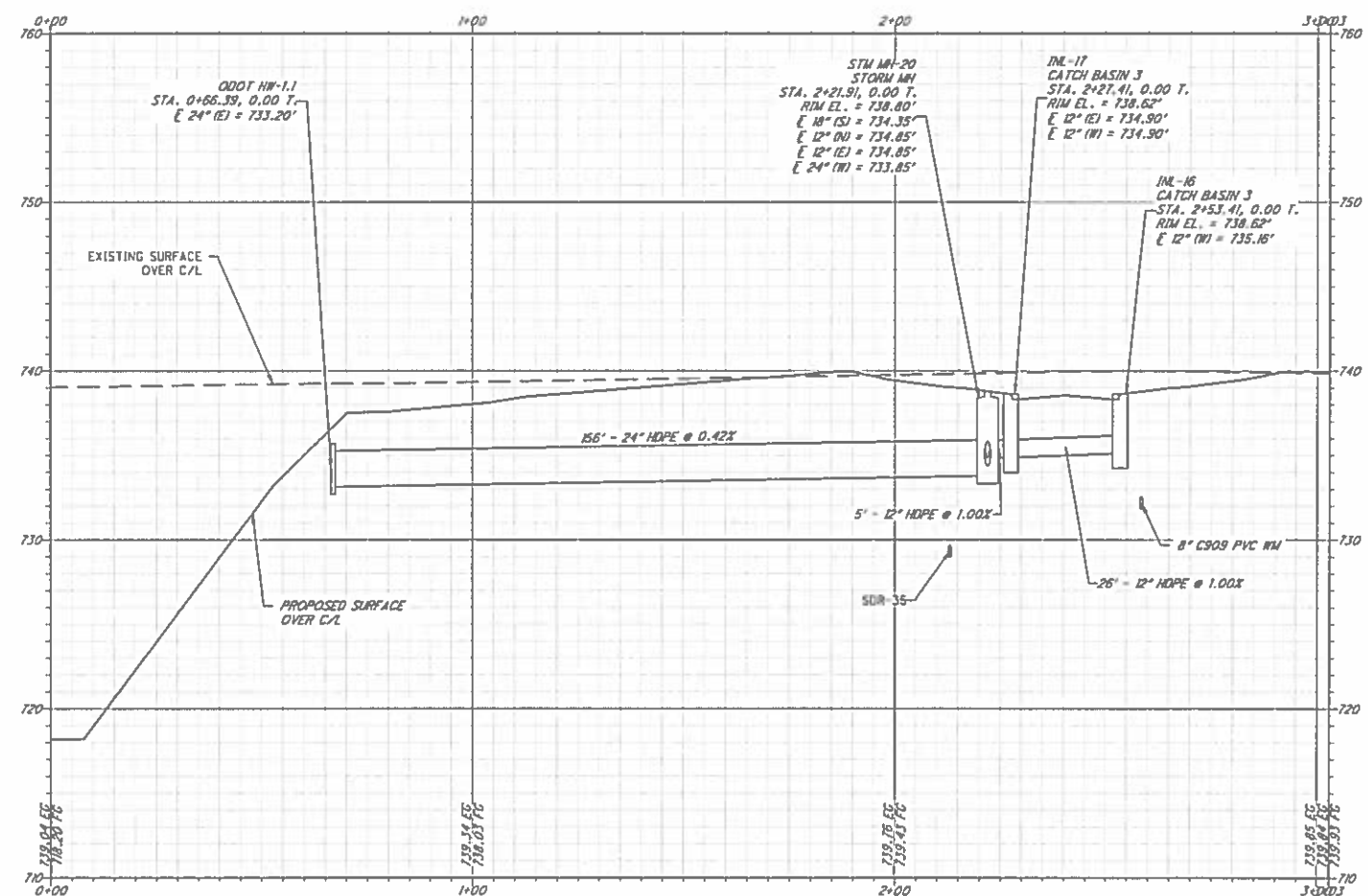
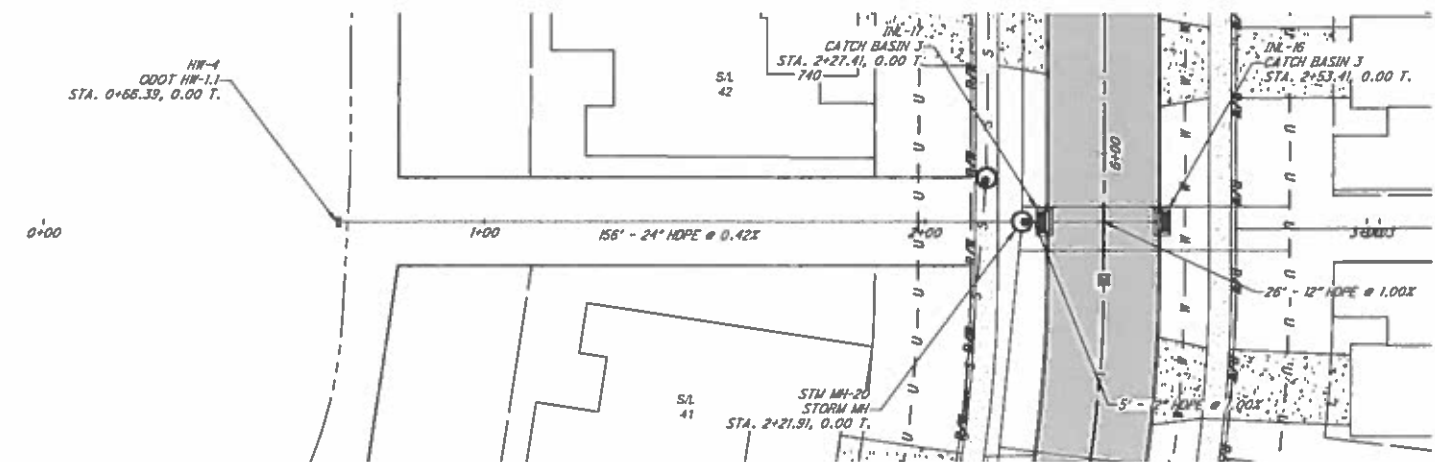
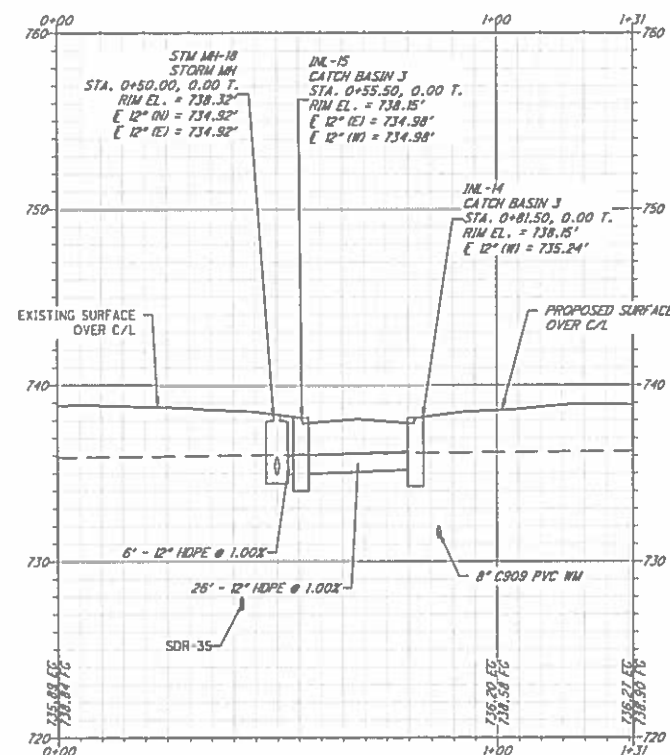
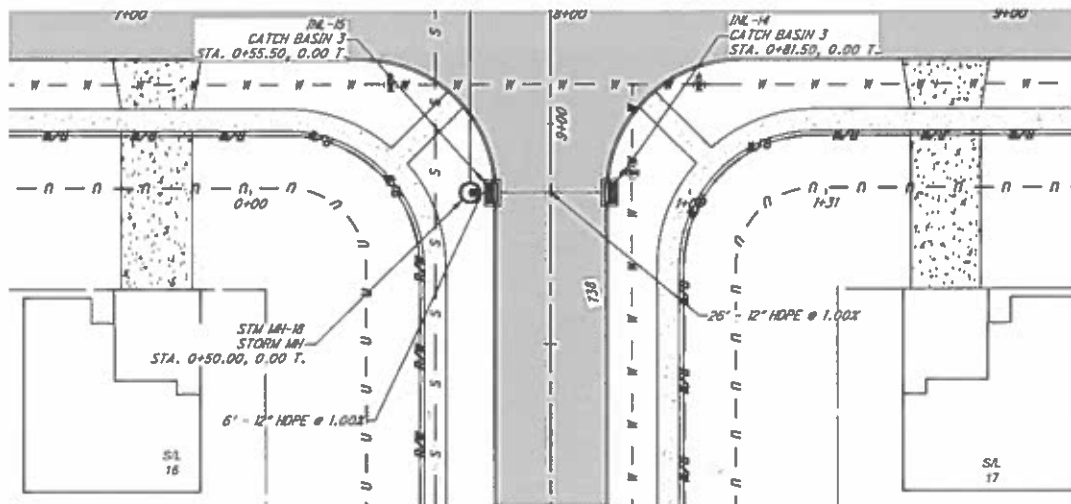
- NOTES**
1. OFFSET DISTANCE, ELEVATION, AND STATION PROVIDED AT BACK OF CURB. COORDINATE BOTH THE BASIN OFFSET DISTANCES AND GRATE ELEVATION WITH THE PROVIDED CASTING, CURB CONSTRUCTION, AND STORM BASIN CONSTRUCTION DETAILS PER THE STANDARD DETAIL ST-3.0.
 2. MINIMUM SEPARATION TO BE MEASURED "OUT-TO-OUT" BETWEEN WATER MAINS AND SANITARY SEWERS AND/OR STORM SEWERS.



**EAGLE MEADOW
PLAN & PROFILE STORM 2 & 3**

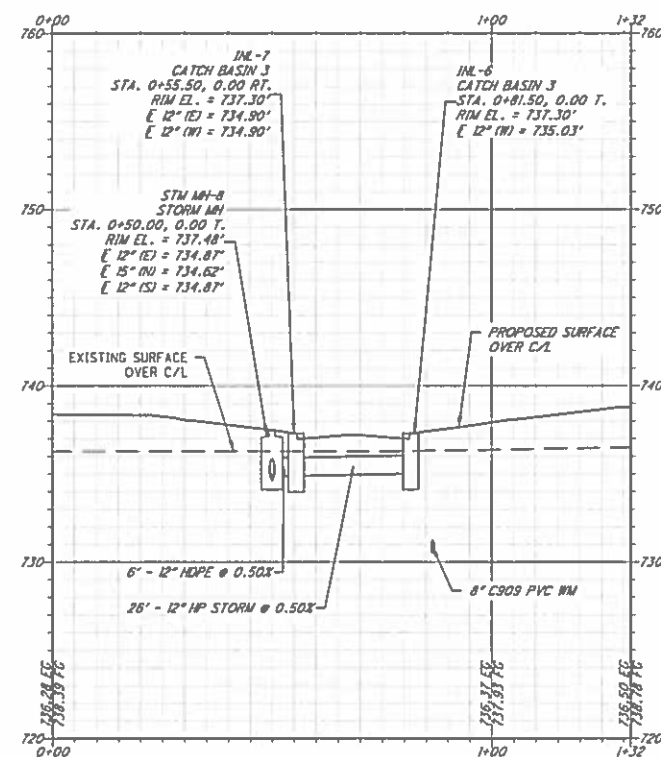
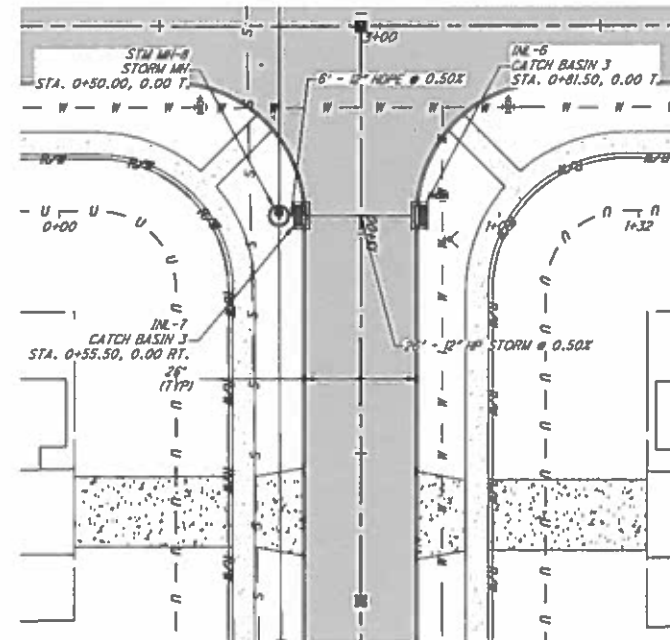
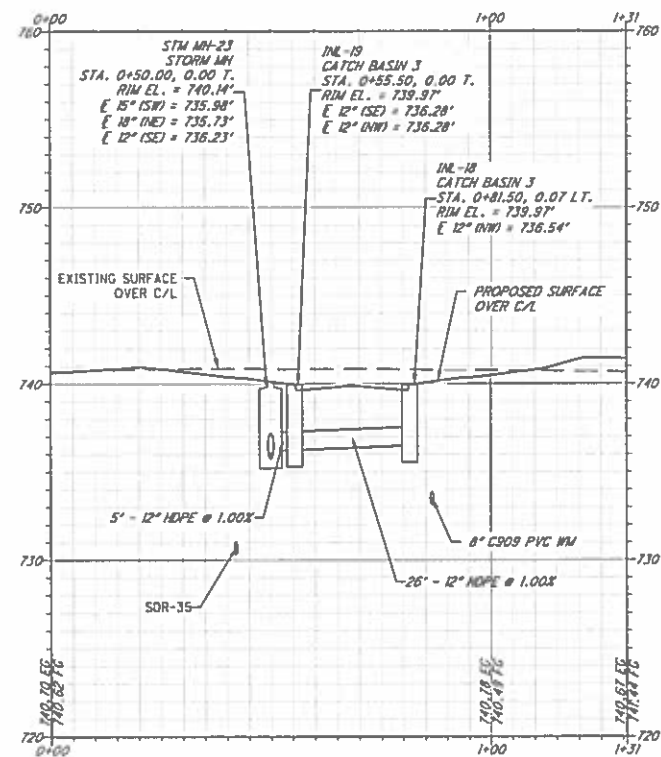
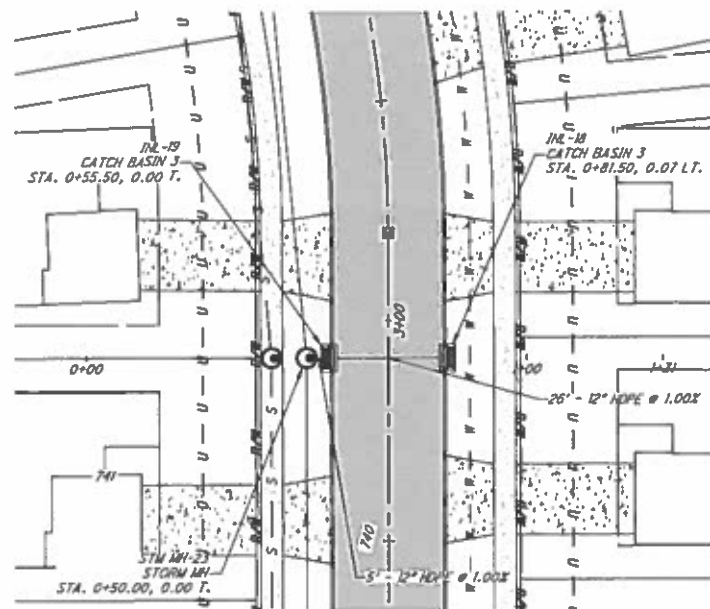
PROJECT NUMBER
2143
DATE
2023-04-25
19
50



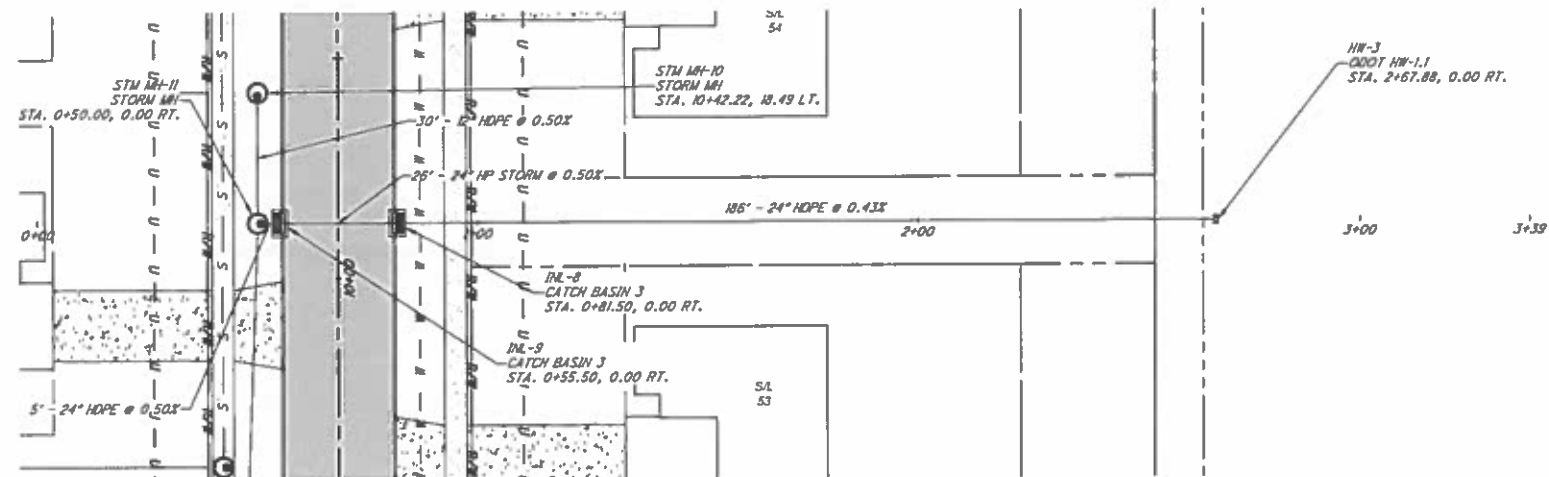


NOTES

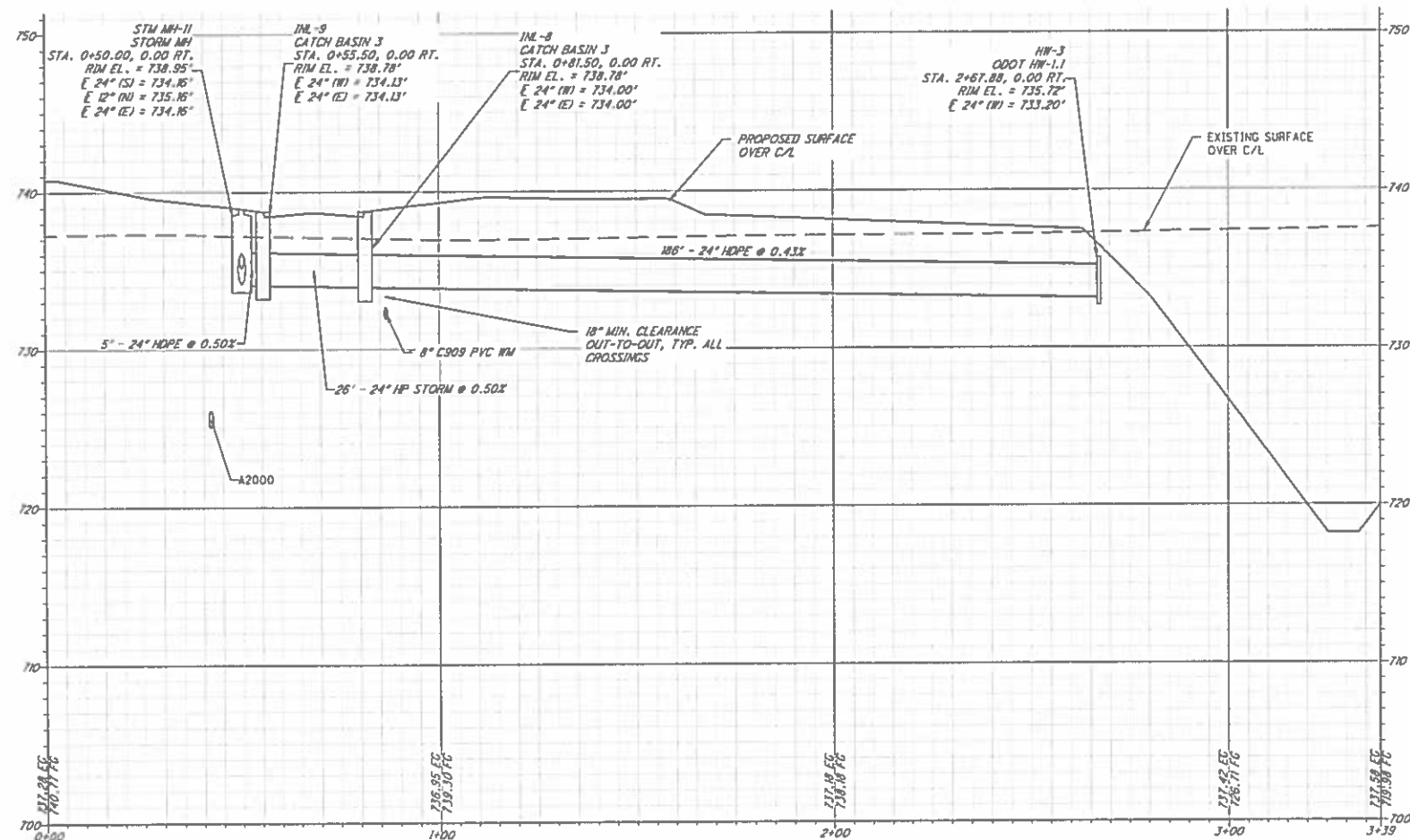
1. OFFSET DISTANCE, ELEVATION, AND STATION PROVIDED AT BACK OF CURB. COORDINATE BOTH THE BASIN OFFSET DISTANCES AND GRATE ELEVATION WITH THE PROVIDED CASTING, CURB CONSTRUCTION, AND STORM BASIN CONSTRUCTION DETAILS PER THE STANDARD DETAIL ST-3.0.
2. MINIMUM SEPARATION TO BE MEASURED "OUT-TO-OUT" BETWEEN WATER MAINS AND SANITARY SEWERS AND/OR STORM SEWERS.



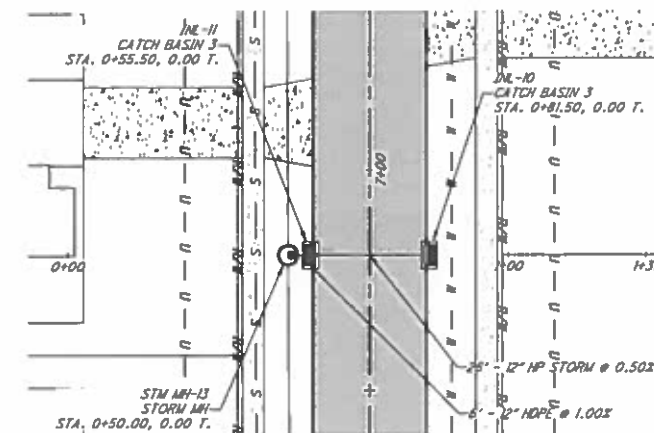
- NOTES**
1. OFFSET DISTANCE, ELEVATION, AND STATION PROVIDED AT BACK OF CURB. COORDINATE BOTH THE BASIN OFFSET DISTANCES AND GRATE ELEVATION WITH THE PROVIDED CASTING, CURB CONSTRUCTION, AND STORM BASIN CONSTRUCTION DETAILS PER THE STANDARD DETAIL ST-3.0.
 2. MINIMUM SEPARATION TO BE MEASURED "OUT-TO-OUT" BETWEEN WATER MAINS AND SANITARY SEWERS AND/OR STORM SEWERS.



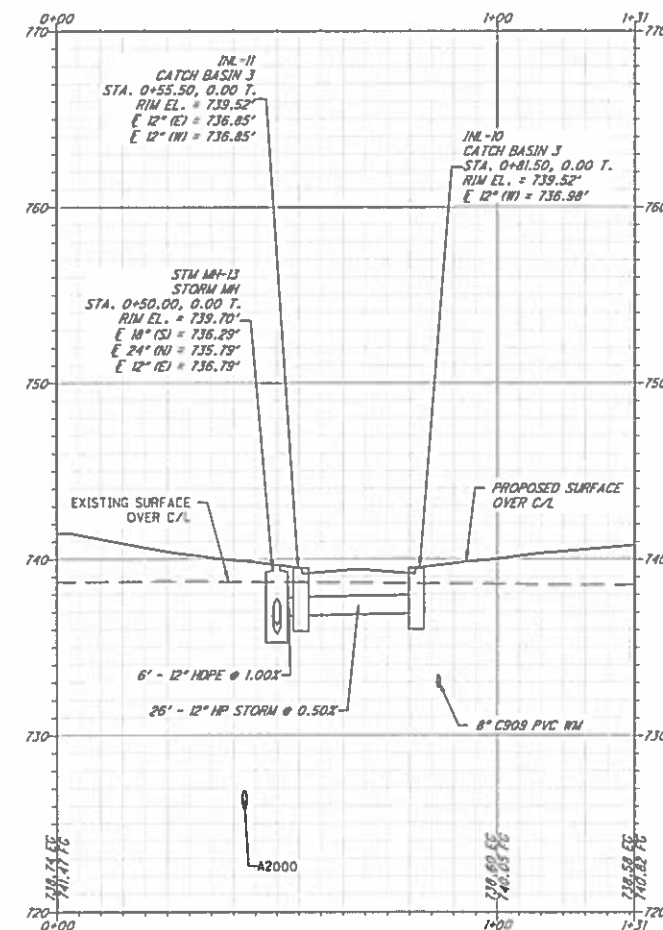
PLAN: STORM-8
1"=20' H



PROFILE: STORM-8
1"=20' H, 1"=5' V



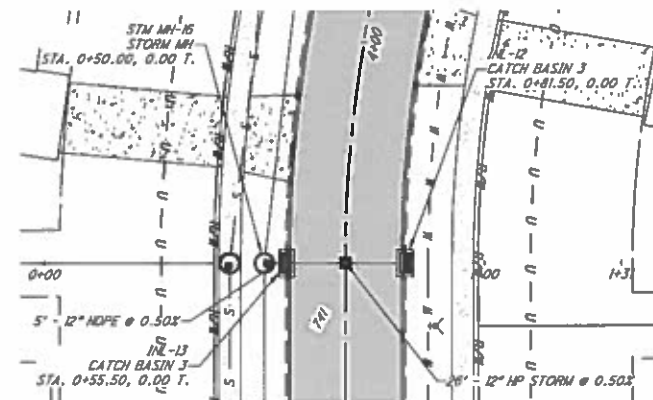
PLAN: STORM-9
1"=20' H



PROFILE: STORM-9
1"=20' H, 1"=5' V

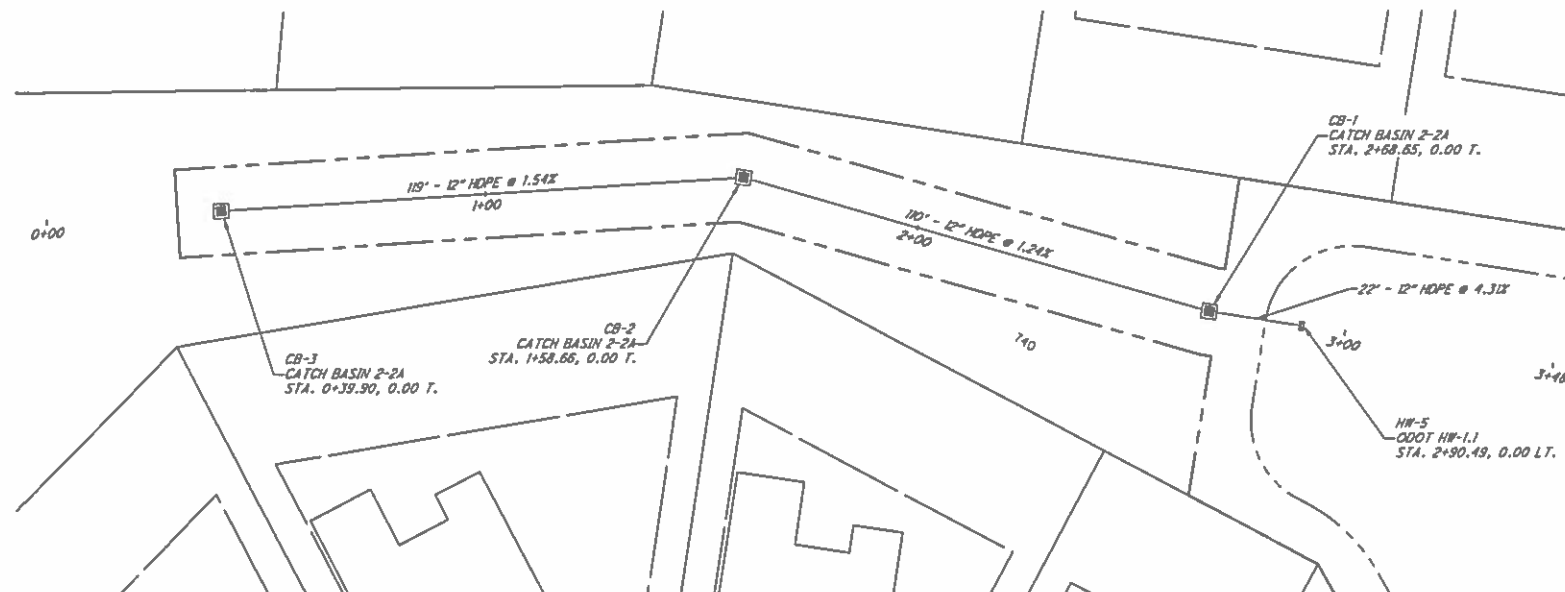
NOTES

1. OFFSET DISTANCE, ELEVATION, AND STATION PROVIDED AT BACK OF CURB. COORDINATE BOTH THE BASIN OFFSET DISTANCES AND GRATE ELEVATION WITH THE PROVIDED CASTING, CURB CONSTRUCTION, AND STORM BASIN CONSTRUCTION DETAILS PER THE STANDARD DETAIL ST-3.0.
2. MINIMUM SEPARATION TO BE MEASURED "OUT-TO-OUT" BETWEEN WATER MAINS AND SANITARY SEWERS AND/OR STORM SEWERS.



PLAN: STORM-10

1"=20' H



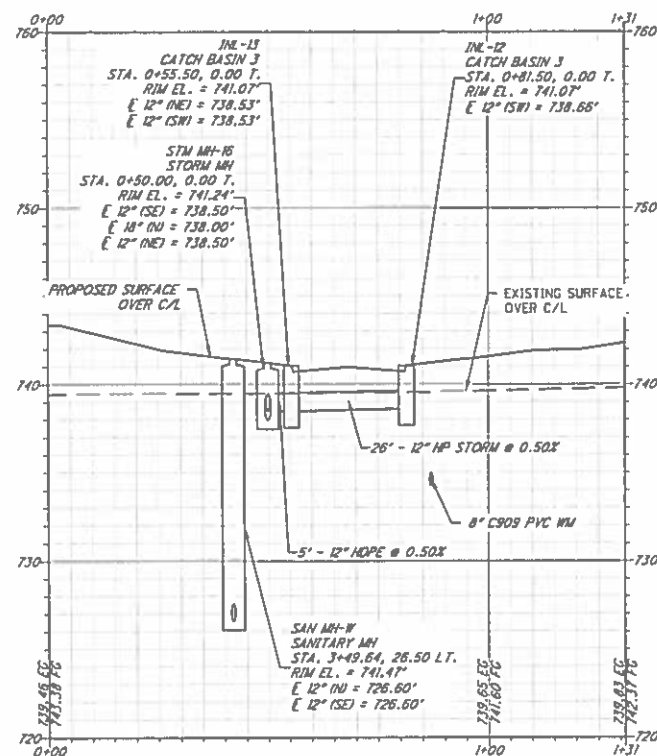
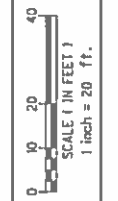
PLAN: STORM-11

1"=20' H



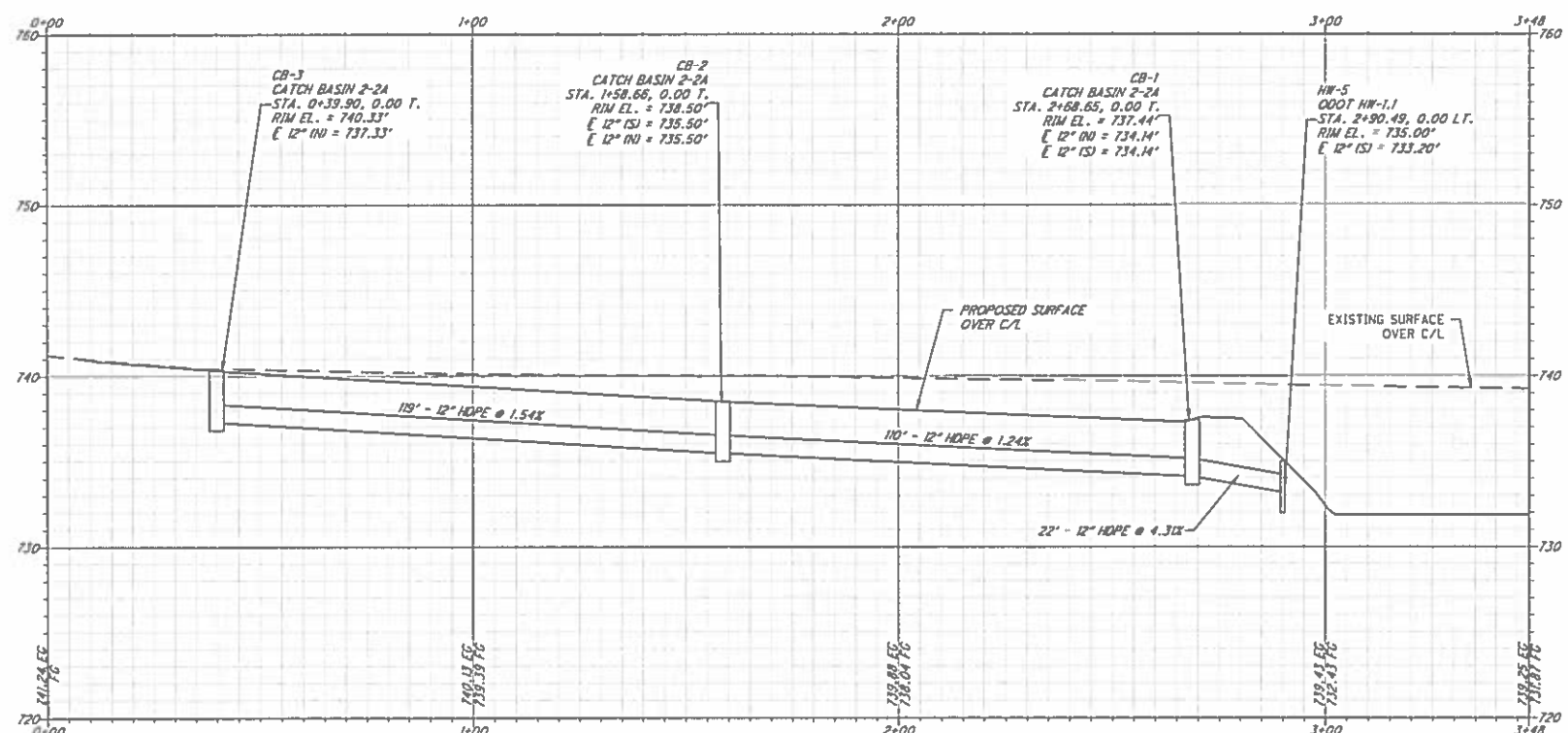
NOTES

1. OFFSET DISTANCE, ELEVATION, AND STATION PROVIDED AT BACK OF CURB. COORDINATE BOTH THE BASIN OFFSET DISTANCES AND GRATE ELEVATION WITH THE PROVIDED CASTING, CURB CONSTRUCTION, AND STORM BASIN CONSTRUCTION DETAILS PER THE STANDARD DETAIL ST-3.0.
2. MINIMUM SEPARATION TO BE MEASURED "OUT-TO-OUT" BETWEEN WATER MAINS AND SANITARY SEWERS AND/OR STORM SEWERS.



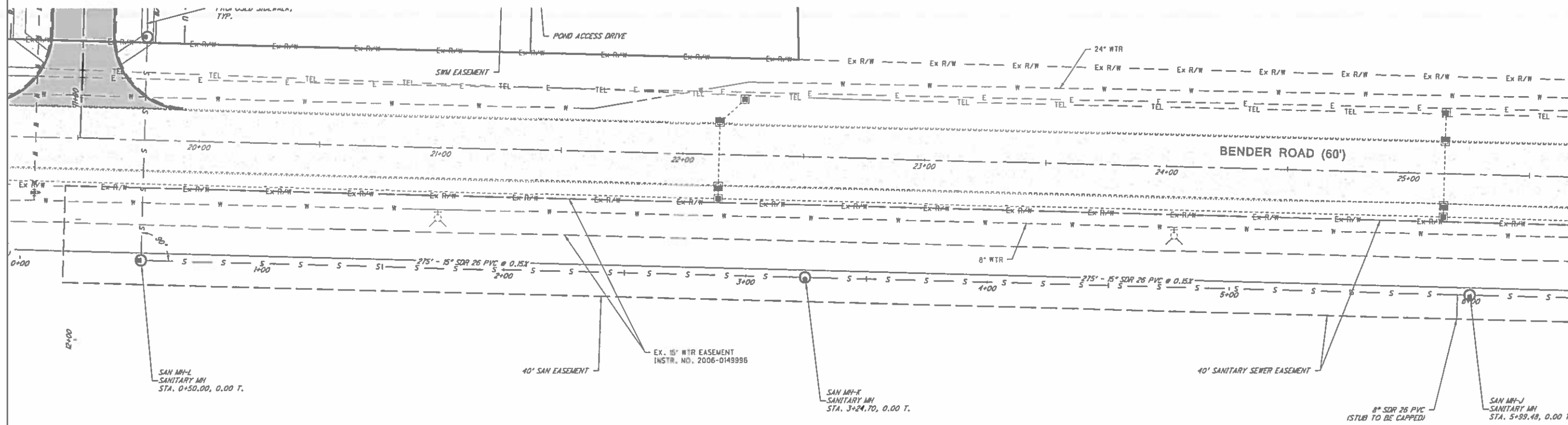
PROFILE: STORM-10

1"=20' H, 1"=5' V

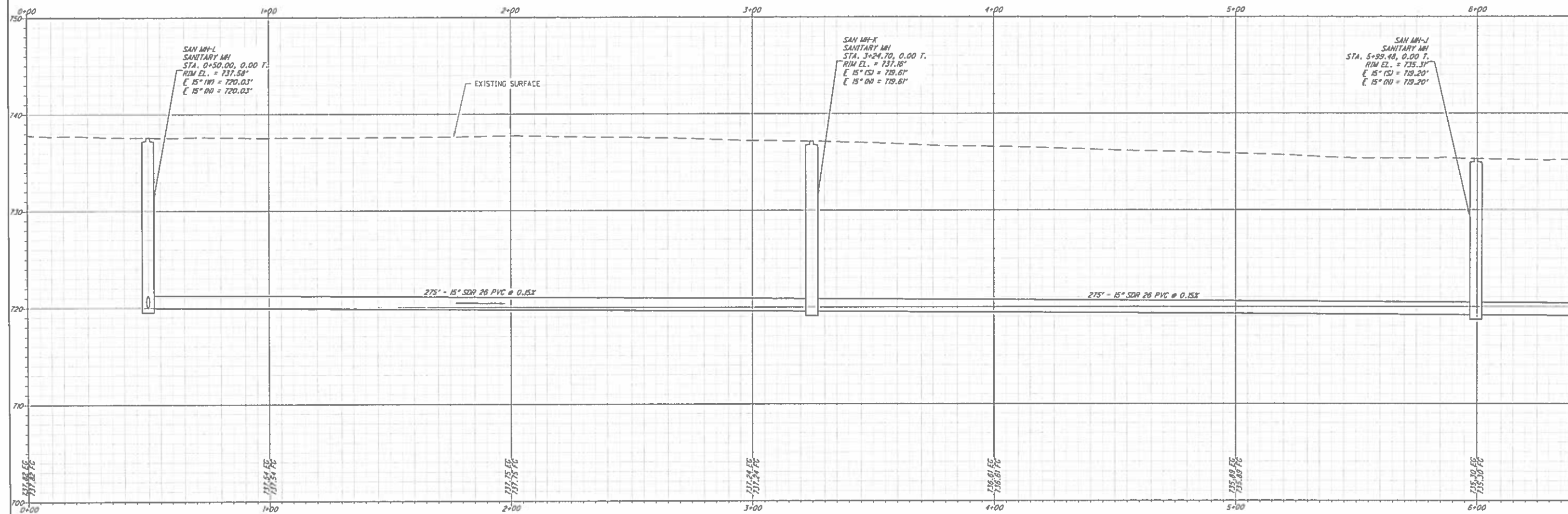


PROFILE: STORM-11

1"=20' H, 1"=5' V



PLAN: SANITARY MAINLINE EXTENSION STA: 0+00 TO 6+40
1"=20' H



PROFILE: SANITARY MAINLINE EXTENSION STA: 0+00 TO 6+40
1"=20' H, 1"=5' V

Davey Resource Group
 1110 S. MAIN STREET, SUITE 200
 BAYVIEW, OHIO 44127
 (419) 833-1234 FAX (419) 833-1235

PROJECT: EAGLE MEADOW
 PROJECT NUMBER: 2143
 DATE: 2023-04-25

PROJECT: EAGLE MEADOW
 PROJECT NUMBER: 2143
 DATE: 2023-04-25

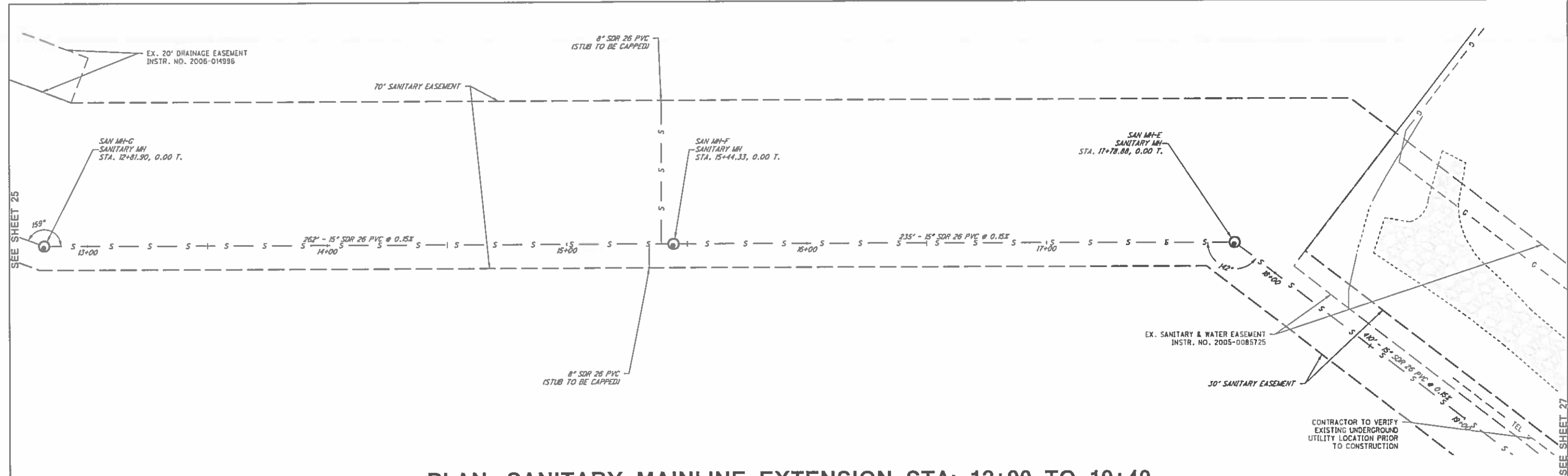
SCALE: 1"=20' H
 1"=5' V

PROJECT: EAGLE MEADOW
 PROJECT NUMBER: 2143
 DATE: 2023-04-25

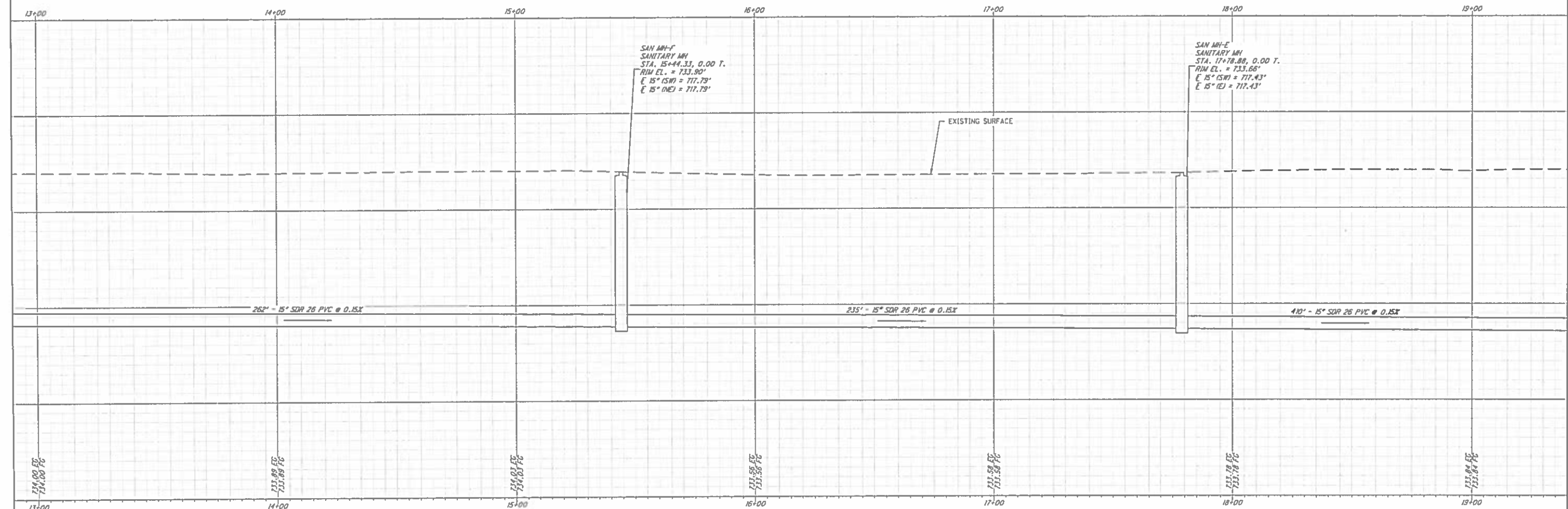
SCALE: 1"=20' H
 1"=5' V

PROJECT: EAGLE MEADOW
 PROJECT NUMBER: 2143
 DATE: 2023-04-25

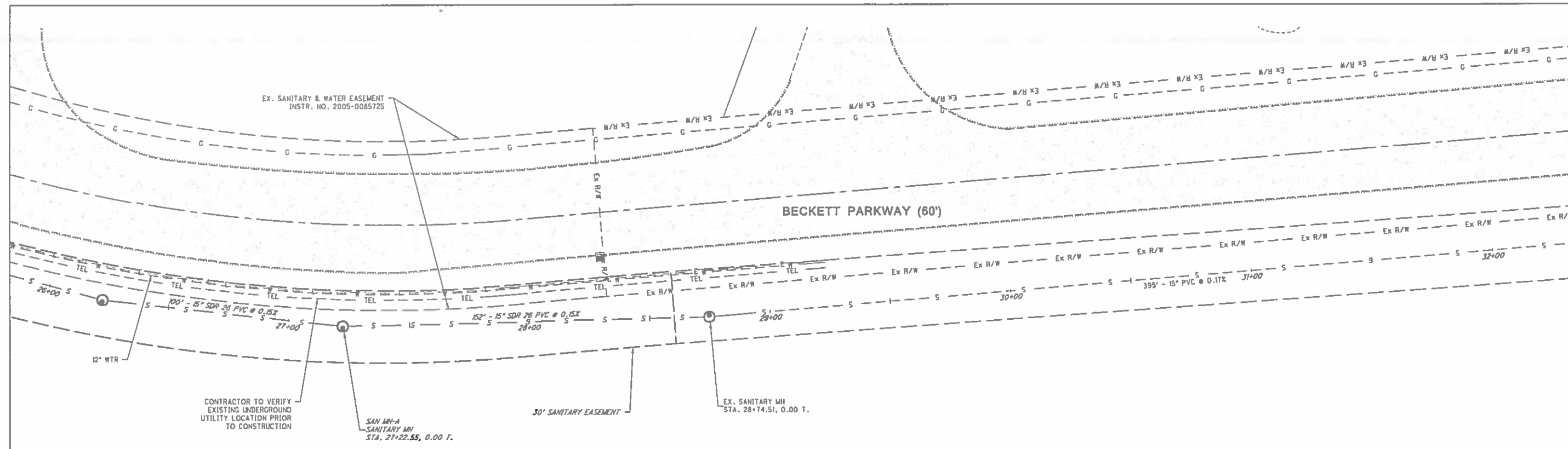
SCALE: 1"=20' H
 1"=5' V



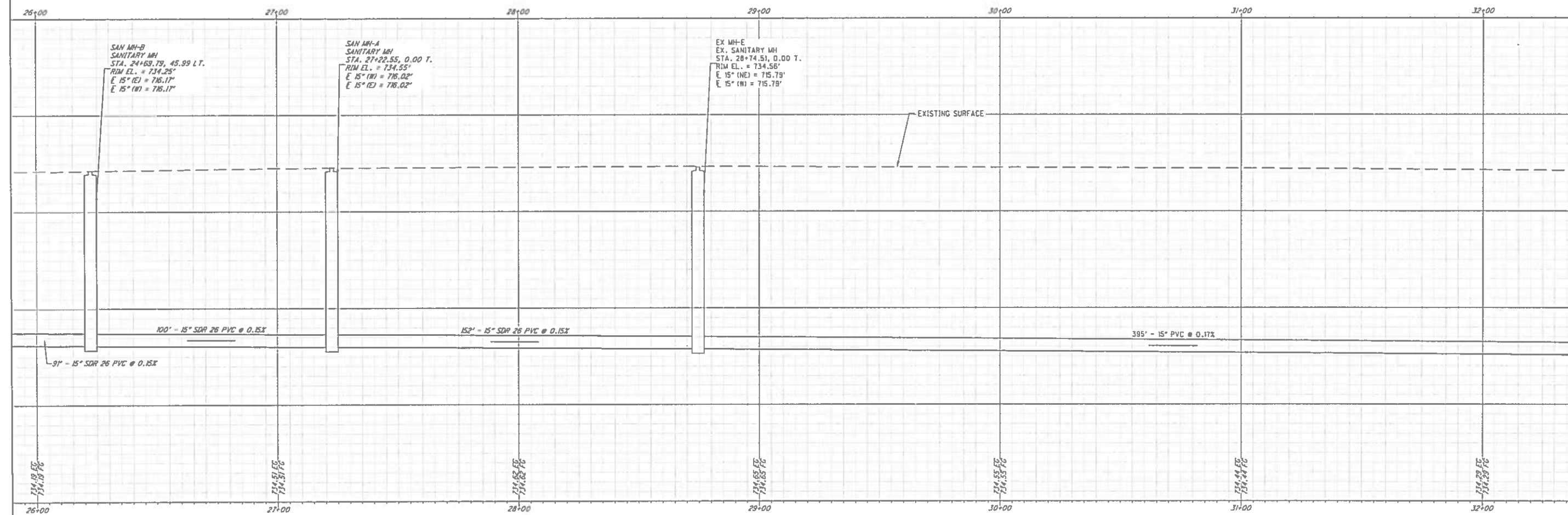
PLAN: SANITARY MAINLINE EXTENSION STA: 12+90 TO 19+40
1"=20' H



PROFILE: SANITARY MAINLINE EXTENSION STA: 12+90 TO 19+40
1"=20' H, 1"=5' V



PLAN: SANITARY MAINLINE EXTENSION STA: 25+90 TO 32+40
1"=20' H



PROFILE: SANITARY MAINLINE EXTENSION STA: 25+90 TO 32+40
1"=20' H, 1"=5' V

DAVEY
Resource Group

1110 CHURCH STREET, SUITE 200, DALLAS, TX 75201
PHONE: 214.333.8800 FAX: 214.333.8801

SCALE (1"=20' H, 1"=5' V)
1"=20' H, 1"=5' V

EAGLE MEADOW

PLAN & PROFILE SANITARY MAINLINE EXTENSION

PROJECT NUMBER
2143

DATE
2023-04-25

28
50

GENERAL NOTES

1. STREET LIGHTING IS REQUIRED TO BE INSTALLED BY THE DEVELOPER. DEVELOPER SHALL PROVIDE A LIGHTING PLAN TO THE CITY FOR APPROVAL.
2. TREE PLAN:
ONE TREE PER LOT MIN. 2" CALIPER MIN. 8' HIGH IN FRONT YARD. HOME BUILDER WILL CHOOSE TREE TYPES AS ALLOWED BY THE BUILDING DEPT. AND CONFORMING WITH CITY OF NORTH RIDGEVILLE TREE ORDINANCE.
3. THE HOMEOWNER'S ASSOCIATION MUST BE RESPONSIBLE FOR THE MAINTENANCE OF THE STORM WATER STRUCTURES.
4. SIGN STANDARDS:

STREET NAME SIGNS REQUIRED TO BE INSTALLED BY THE DEVELOPER. STREET NAME SIGN SUPPORT: SUPPORTS FOR DOUBLE-FACED STREET SIGNS SHALL BE 2-3/8 INCH DIAMETER POSTS MADE OF NEW HOT-DIPPED GALVANIZED STEEL PIPE. ALL SUPPORTS SHALL BE EMBEDDED IN CONCRETE CONFORMING TO ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS ITEM #99 CLASS C. SUPPORTS SHALL BE CONCRETE IN A HOLE WITH A MINIMUM DEPTH OF THREE (3) FEET AND DIAMETER OF TEN (10) INCHES. THE POST SHALL PROJECT A MINIMUM OF NINE (9) FEET ABOVE GROUND TO THE BOTTOM OF THE SIGN FACE.

STREET NAME SIGN SHEETING: THERE SHALL BE TWO (2) SIGN FACES ON EACH SIGN BLANK ONE ON EACH SIDE, UNLESS OTHERWISE APPROVED. ALL SHEETING SHALL BE ODOT TYPE H DIAMOND GRADE TO PROVIDE HIGH RETROREFLECTIVITY PER THE 2007 (OR CURRENT) FEDERAL HIGHWAY ADMINISTRATION AND FEDERAL MUTCD REQUIREMENTS.

LETTERING SHALL BE UPPER AND LOWER CASE AND A MINIMUM OF SIX (6) INCH IN HEIGHT. THE MINIMUM SIGN HEIGHT IS NINE (9) INCHES. LETTERING SHALL BE UPPER AND LOW CASE AND A MINIMUM OF FOUR (4) INCHES IN HEIGHT ON LOCAL STREETS WITH A MINIMUM SIGN HEIGHT OF SIX (6) INCHES.

LETTERING SHALL BE WHITE ON GREEN BACKGROUND

GENERAL NOTES-CONSTRUCTION

1. THIS PLAN HAS BEEN BASED UPON DIGITAL COUNTY ORTHOPHOTO INFORMATION AND TOPOGRAPHIC AND BOUNDARY SURVEY WORK PERFORMED BY DAVEY RESOURCE GROUP.
2. THE CONTRACTOR SHALL KEEP ALL EXISTING STREETS CLEAN OF ALL SOIL, DIRT, MUD, AND DEBRIS. THE CONTRACTOR SHALL EXERCISE DILIGENT CARE TO PROTECT ALL TREES, SHRUBS, AND PLANTS NOT DESIGNATED FOR REMOVAL. CONTRACTOR SHALL REPLACE, TO THE SATISFACTION OF THE ENGINEER AND AT NO COST TO THE OWNER, ANY TREES, SHRUBS, PLANTS, AND OTHER OBJECTS REMOVED, DESTROYED, DISFIGURED, OR DAMAGED DUE TO CONTRACTOR'S NEGLIGENCE.
3. CONSTRUCTION WORK SHALL NOT COMMENCE UNTIL A PRECONSTRUCTION CONFERENCE HAS BEEN HELD AT THE DIRECTION OF THE CITY OF NORTH RIDGEVILLE ENGINEER.
4. MATERIAL AND METHODS OF CONSTRUCTION AND MACHINERY USED SHALL BE AS INDICATED IN THESE CONSTRUCTION PLANS AND IN ACCORDANCE WITH THE CITY OF NORTH RIDGEVILLE ENGINEER. ALL OTHER MATERIALS AND METHODS OF CONSTRUCTION AND MACHINERY USED SHALL MEET THE REQUIREMENTS OF THE LATEST EDITION OF THE ODOT "CONSTRUCTION AND MATERIAL SPECIFICATIONS."
5. ALL WORK PERFORMED WITHIN THE RIGHT-OF-WAY MUST BE INSPECTED AND APPROVED BY THE CITY OF NORTH RIDGEVILLE ENGINEER OR HIS DULY APPOINTED AGENTS.
6. ALL TESTING AND INSPECTION FEES ARE THE RESPONSIBILITY OF THE DEVELOPER (OWNER).
7. TRENCHES UNDER AND/OR WITHIN THREE FEET OF EXISTING OR PROPOSED PAVEMENT AREAS SHALL BE BACKFILLED WITH NO. 57 LIMESTONE TO WITHIN 12 INCHES OF EXISTING GRADE AND TOPPED WITH 12 INCHES OF NO. 304 LIMESTONE.
8. NO. 304 LIMESTONE BACKFILL SHALL BE USED WHEREVER SANITARY, STORM AND WATER LINES INTERSECT.
9. WARNING DEVICES (SIGNS, FLASHERS, BARRICADES, ETC.) SHALL BE PROVIDED (AT THE DEVELOPER'S EXPENSE) AT THE INTERSECTION(S) OF EXISTING ROADS AND THE ROAD(S) UNDER CONSTRUCTION.
10. EXISTING DRIVES, UTILITIES, AND APPURTENANCES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED AT THE DEVELOPER/CONTRACTOR'S EXPENSE AS DIRECTED BY THE CITY OF NORTH RIDGEVILLE ENGINEER.
11. THE DEVELOPER AND/OR CONTRACTOR SHALL OBTAIN ALL NECESSARY COUNTY, STATE, AND FEDERAL PERMITS, INCLUDING BUT NOT LIMITED TO HIGHWAY USE, STORMWATER MANAGEMENT, HAULING, ROAD OPENING, RIGHT-OF-WAY, ETC.
12. THE CONTRACTOR SHALL CONTACT THE GOVERNING AUTHORITY FOR REQUIRED INSPECTIONS.
13. UPON COMPLETION OF THE IMPROVEMENTS, THE SUBMITTER SHALL REQUEST, IN WRITING, A FINAL INSPECTION BY THE CITY OF NORTH RIDGEVILLE ENGINEERS OFFICE, AS REQUIRED UNDER SECTION 711-091 OF THE OHIO REVISED CODE.
14. A CONSTRUCTION AGREEMENT, PERFORMANCE BOND AND MAINTENANCE BOND WILL BE REQUIRED FOR THIS PROJECT.

15. ADDITIONAL SOIL AND SEDIMENT CONTROL MEASURES MAY BE REQUIRED BY THE CITY OF NORTH RIDGEVILLE ENGINEER DURING CONSTRUCTION AND THE TWO YEAR MAINTENANCE PERIOD.
16. THE DEVELOPER IS ULTIMATELY RESPONSIBLE FOR THE PROPER INSTALLATION AND MAINTENANCE OF EROSION AND SEDIMENT CONTROL MEASURES ON THE SITE DURING ROAD CONSTRUCTION AND THROUGH THE TWO YEAR MAINTENANCE PERIOD. THE DEVELOPER MAY BE REQUIRED TO POST SUITABLE FINANCIAL GUARANTEES PRIOR TO PLAT APPROVAL TO ENSURE COMPLIANCE WITH THIS REQUIREMENT.
17. VISIBLE ABOVE-GROUND UTILITIES ON SITE HAVE BEEN SHOWN ON THE PLANS. THE CONTRACTOR IS TO FIELD-VERIFY ELEVATIONS, QUANTITIES AND LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
18. THE LOCATIONS OF THE UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE AS OBTAINED FROM THE OWNERS OF THE UTILITIES AS REQUIRED BY SECTION 153.64 O.R.C.
19. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ALL RUBBISH, TRASH, DEBRIS, AND ORGANIC MATERIAL IN A LAWFUL MANNER.
20. ALL UNDERGROUND LINES ENCOUNTERED BY CONSTRUCTION ARE TO BE COMPLETELY RESTORED AT THE EXPENSE OF THE CONTRACTOR.
21. COST OF ANY SHEETING, DE-WATERING OR FOUNDATIONS NECESSARY FOR INSTALLATION SHALL BE INCLUDED IN PRICE BID PER LINEAR FOOT OF RESPECTIVE ITEMS.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MEANS, METHODS, AND MATERIALS OF CONSTRUCTION TO COMPLETE PROPOSED CONSTRUCTION.
23. THE OWNER IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS (INCLUDING BUT NOT LIMITED TO CLEARING/GRUBBING, EARTHWORK, BUILDING CONSTRUCTION, STREET OPENINGS AND UTILITY CONNECTIONS) REQUIRED BY LOCAL AND STATE AGENCIES PRIOR TO CONSTRUCTION.
24. ANY APPARENT DISCREPANCIES OR QUESTIONS IN CONTRACT DOCUMENTS ARE TO BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVES IMMEDIATELY.
25. REFER TO "DETAILS & SPECIFICATIONS" PRIOR TO INITIATION OF CONSTRUCTION ACTIVITIES.
26. TRAFFIC SHALL BE MAINTAINED ON ALL ADJOINING STREETS AT ALL TIMES. TRAFFIC CONTROL SHALL BE MAINTAINED IN ACCORDANCE WITH THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
27. THE DESIGN ENGINEER SHALL NOT BE RESPONSIBLE FOR THE MEANS, METHODS, PROCEDURES, TECHNIQUES OR SEQUENCES OF CONSTRUCTION NOT SPECIFIED HEREIN, NOR FOR THE SAFETY ON THE JOB SITE, NOR SHALL THE DESIGN ENGINEER BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
28. ANY MODIFICATIONS TO THE WORK SHOWN ON THE PLANS MUST HAVE PRIOR WRITTEN APPROVAL FROM THE OWNER AND REVIEW AGENCIES.
29. REFER TO CITY OF NORTH RIDGEVILLE STANDARDS FOR STANDARD DETAILS AND SPECIFICATIONS.

GENERAL NOTES-SITE PREPARATION

1. WITHIN THE SUBJECT PROPERTY, THE INTENT IS TO HAVE A CLEAN, CLEAR SITE, FREE OF ALL EXISTING ITEMS NOTED TO BE REMOVED IN ORDER TO PERMIT THE CONSTRUCTION OF THE NEW PROJECT.
2. WHERE EXISTING ITEMS ARE SHOWN TO REMAIN, CARE SHOULD BE TAKEN TO INSURE PROTECTION OF THAT ITEM FROM DAMAGE. ANY ITEM DISTURBED BY CONTRACTOR SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE TO A CONDITION EQUAL TO OR BETTER THAN EXISTING AND TO THE SATISFACTION OF THE OWNER OF THE ITEM.
3. UTILITIES, SIDEWALKS, DRIVE APRONS, ETC WITHIN THE RIGHT-OF-WAY ARE TO REMAIN UNLESS NOTED OTHERWISE.
4. REMOVE SOILS AS NECESSARY TO COMPLETE PROPOSED CONSTRUCTION.

GENERAL NOTES-EARTHWORK

1. THE CONTRACTOR SHALL INSTALL ALL SEDIMENTATION CONTROLS WITHIN 7 DAYS OF GRUBBING PER CODIFIED ORDINANCE 1056.05(K)(3) TO MINIMIZE SOIL EROSION AND OFF-SITE SILTATION BEFORE ANY CLEARING, GRUBBING OR EARTHWORK HAS BEGUN. REFERENCE STORM WATER POLLUTION PREVENTION PLAN FOR EROSION CONTROL STRUCTURES AND SPECIFICATIONS.
2. ALL TIMBER, LOGS, BRUSH, RUBBISH, AND VEGETATIVE MATTER WHICH WILL INTERFERE WITH THE GRADING OPERATION OR AFFECT THE PLANNED STABILITY OF FILL AREAS SHALL BE REMOVED FROM THE ROAD CONSTRUCTION AREAS.
3. ANY UNSUITABLE SOILS ENCOUNTERED IN PROPOSED PAVEMENT AREAS SHALL BE REMOVED AND REPLACED WITH COMPACTED MATERIAL APPROVED BY THE ENGINEER.
4. THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AT ALL TIMES AND SHALL BACKFILL AND GRADE EXCAVATED AREAS SO AS TO ELIMINATE PONDING ON THE SITE.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMPORTATION OF ANY BORROW MATERIAL NECESSARY TO COMPLETE THE JOB.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE

- OFF-SITE DISPOSAL OF ANY AND ALL EXCESS OR UNSUITABLE MATERIAL NOT USED ON THE JOB SITE.
7. PROPOSED PAVEMENT AND BUILDING AREAS ARE TO BE PROOF-ROLLED PER SPECIFICATIONS PRIOR TO CONSTRUCTION. ANY AREAS FOUND TO BE "SOFT" OR "SPONGY" ARE TO BE OVER-EXCAVATED TO FIRM EARTH AND BACKFILLED PER SPECIFICATIONS. THE CONTRACTOR WILL BE REQUIRED TO PROVIDE SERVICES OF A GEOTECH.
8. PROPOSED ELEVATIONS SHOWN SHALL NOT BE CHANGED WITHOUT APPROVAL OF THE ENGINEER.
9. TOPSOIL SHALL BE STRIPPED AND STOCKPILED FOR USE IN FINAL LANDSCAPING AND IN AREAS SELECTED BY OWNER.
10. UNLESS OTHERWISE INDICATED AT A SPECIFIC LOCATION, ALL FINISHED GRADES AT THE LIMITS OF NEW WORK ARE TO CONFORM TO AND MATCH EXISTING GRADES.
11. SITE GRADING SHALL PROVIDE POSITIVE DRAINAGE TO CATCH BASINS OR SHEET FLOW OFF OF AREAS, THUS PREVENTING THE PONDING OF WATER ON SITE.
12. PRIOR TO PLACEMENT OF ANY COMPACTED FILLS, PROCTOR CURVES SHALL BE ESTABLISHED FROM PROPOSED BORROW MATERIAL SAMPLES.
13. PRIOR TO PAVING, THE SUBGRADE SHALL BE TESTED WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK FURNISHED BY THE CONTRACTOR IN THE PRESENCE OF A CITY OF NORTH RIDGEVILLE REPRESENTATIVE. ANY YIELDING AREAS IN THE SUBGRADE SHALL BE REMOVED AND/ OR REPLACED PER CITY OF NORTH RIDGEVILLE SPECIFICATIONS. THE CONTRACTOR WILL BE REQUIRED TO PROVIDE SERVICES OF A GEOTECH.
14. ALL TOPSOIL SHALL BE REMOVED FROM THE ENTIRE WIDTH OF THE RIGHT OF WAY AND TEMPORARILY STOCKPILED.
15. ALL COMPACTED FILLS RELATED TO THE CONSTRUCTION OF THE PROPOSED ROAD SHALL BE PLACED IN ACCORDANCE WITH ODOT ITEM 203. DURING CONSTRUCTION, THESE COMPACTED FILLS SHALL BE TESTED USING THE NUCLEAR DENSOMETER METHOD. COMPACTION REQUIREMENTS SHALL BE AS FOLLOWS:
- | MAX LABORATORY REQUIREMENTS DRY WEIGHT %/CF | MIN COMPACTION PERCENT LABORATORY MAX UNACCEPTABLE |
|---|--|
| 104.9 & UNDER | 98 |
| 105-119.9 | 98 |
| 120 & OVER | 95 |

GENERAL NOTES-UTILITIES

1. THE LOCATIONS OF THE UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE AS OBTAINED FROM THE OWNERS OF THE UTILITY AS REQUIRED BY SECTION 153.64 OF THE OHIO REVISED CODE.
2. THE OHIO UTILITIES PROTECTION SERVICE (OUPS, 1-800-362-2784) SHALL BE CONTACTED BY THE DEVELOPER/CONTRACTOR AT LEAST TWO WORKING DAYS IN ADVANCE OF WORK TO BE DONE NEAR ANY EXISTING UTILITY.
3. EXISTING UTILITIES, INCLUDING PRIVATE OIL/GAS LINES, ENCOUNTERED DURING CONSTRUCTION SHALL BE LOWERED AS NECESSARY TO A MINIMUM OF THREE FEET BELOW FINISHED GRADE.
4. EXCAVATIONS SHALL BE SHORED OR SLOPED AS NECESSARY TO PROVIDE SAFE WORKING CONDITIONS DURING CONSTRUCTION. IN DEEP TRENCHES OR WHERE UNSTABLE SOIL CONDITIONS ARE ENCOUNTERED, A TRENCH BOX OR OTHER METHOD OF EMBANKMENT STABILIZATION WILL BE REQUIRED.
5. UNDERGROUND UTILITY CONSTRUCTION PRACTICES ARE TO CONFORM TO THE SAFETY REQUIREMENTS OF OSHA.
6. THE CONTRACTOR SHALL SHOW ALL MODIFIED PIPING, CONDUIT RUNS, UTILITIES AND ANY MODIFICATIONS MADE TO THE ORIGINAL DRAWINGS ON AS-BUILT PRINTS AND TURN OVER TO OWNERS REPRESENTATIVE UPON COMPLETION OF THE JOB.
7. ALL SEWER RUN DISTANCE GIVEN ARE FROM CENTERLINE TO CENTERLINE OF MANHOLES. ALL PIPE INVERT ELEVATIONS GIVEN AT MANHOLES ARE AT CENTERLINE OF MANHOLE. SEWER GRADES ARE ESTABLISHED FROM CENTERLINE OF MANHOLE AND CARRIED THROUGH MANHOLE INVERT TO ASSURE FLOW THROUGH MANHOLE.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING UTILITIES AND STRUCTURES DESIGNATED TO REMAIN UNTIL ALL CONSTRUCTION IS COMPLETE. ANY ITEM DISTURBED BY THE CONTRACTOR SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
9. EXISTING UTILITY SERVICES NOT BEING SAVED SHALL BE CUT AND CAPPED AT THE PROPERTY LIMITS. ALL ON-SITE PIPING SHALL BE REMOVED AND BE PROPERLY BACKFILLED. THE DEMOLITION CONTRACTOR SHALL CONTACT THE UTILITY COMPANIES FOR TERMINATION OF SERVICE PRIOR TO DEMOLITION.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE, PROTECTION, AND CONTINUATION OF SERVICE FOR ALL UTILITIES SERVICING ADJOINING AREAS.
11. PROPOSED MANHOLE RIMS AND CATCH BASIN GRATES SHALL BE SET TO ELEVATIONS SHOWN. SET ALL EXISTING MANHOLE FRAMES AND COVERS, CATCH BASIN GRATES, VALVE BOXES, ETC., TO BE RAISED OR LOWERED AS NECESSARY, TO PROPOSED FINISHED GRADE, FLUSH WITH THE ADJACENT GRADE.
12. STORM SEWER SHALL BE VIDEOED AND INSPECTED BEFORE SUBMITTING TO THE CITY.
13. SUMP PUMPS REQUIRED, MUST INCLUDE A CONNECTION TO A STORM SEWER SYSTEM.

14. UTILITIES PROPOSED UNDER NEW PAVEMENT SHALL EITHER BE BORED OR INSTALLED IN CONDUITS PLACED PRIOR TO PAVEMENT INSTALLATION. OPEN CUTTING FOR UTILITY CROSSINGS WILL NOT BE PERMITTED ONCE PAVEMENT CONSTRUCTION IS UNDERWAY.
15. DEVELOPER SHALL INSTALL STREET LIGHTING.

GENERAL NOTES-PAVEMENT

1. THE PAVEMENT AND BASE COURSE SHALL BE CONSTRUCTED AS SHOWN ON THE TYPICAL PAVEMENT SECTION CONTAINED IN THESE PLANS AND IN ACCORDANCE WITH THE LATEST EDITION OF THE ODOT "CONSTRUCTION AND MATERIAL SPECIFICATIONS." THE ROAD(S) SHALL BE CONSTRUCTED TO THE LINE AND GRADE SHOWN ON THE ENCLOSED PLANS AND PROFILES.
2. UNDERDRAINS SHALL BE INSTALLED AS SPECIFIED ON THE TYPICAL PAVEMENT SHEET CONTAINED IN THESE PLANS.
3. UPON COMPLETION, ALL PAVEMENT WITHIN THE RIGHT-OF-WAY SHALL BE INSPECTED AND APPROVED BY THE CITY OF NORTH RIDGEVILLE ENGINEER BEFORE THE ROAD IS OPENED TO ANY TRAFFIC. TO RESTRICT ACCESS TO NEW PAVEMENT PRIOR TO OPENING, THE PAVING CONTRACTOR SHALL PROVIDE ADEQUATE BARRICADES WITH FLASHERS AS DIRECTED BY THE CITY OF NORTH RIDGEVILLE ENGINEER.
4. ANY AREA IN WHICH THE PAVEMENT IS IN A FILL SITUATION, THE TOP SOIL OR ANY UNSUITABLE SOIL SHALL BE STRIPPED AND A SUITABLE BACKFILL MATERIAL IS TO BE COMPACTED TO MEET CITY OF NORTH RIDGEVILLE SPECIFICATIONS.
5. ALL TESTING AND INSPECTION FEES ARE THE RESPONSIBILITY OF THE DEVELOPER (OWNER).
6. JOINT SEALING MUST BE COMPLETED AND APPROVED PER CITY OF NORTH RIDGEVILLE SPECIFICATIONS BEFORE THE ROAD IS OPEN TO ANY TRAFFIC. THE PAVING CONTRACTOR SHALL PROVIDE ADEQUATE BARRICADES AS DIRECTED BY THE ENGINEER.
7. NO TRAFFIC SHALL BE PERMITTED ON THE CONCRETE PAVEMENT FOR A PERIOD OF 7 DAYS UNLESS TESTING INDICATES A MINIMUM FLEXURAL STRENGTH OF 600 PSI HAS BEEN OBTAINED.
8. ALL PAVEMENT WITHIN THE RIGHT OF WAY SHALL BE COMPLETED AND APPROVED BY THE CITY OF NORTH RIDGEVILLE ENGINEER BEFORE THE ROAD IS OPENED TO ANY TRAFFIC. TO RESTRICT ACCESS TO NEW PAVEMENT PRIOR TO OPENING, THE PAVING CONTRACTOR SHALL PROVIDE ADEQUATE BARRICADES WITH FLASHERS AS DIRECTED BY THE CITY OF NORTH RIDGEVILLE ENGINEER.

OHIO EPA NOTES

1. A TEN (10) FEET MINIMUM SEPARATION (OUT-TO-OUT, CLEAR) WILL BE MAINTAINED BETWEEN THE WATER LINE AND THE SANITARY LINE.
2. AN 18-INCH MINIMUM VERTICAL CLEARANCE (OUT-TO-OUT, CLEAR) WILL BE MAINTAINED BETWEEN THE WATER LINE AND THE SANITARY LINE AT ALL CROSSINGS.
3. A TEN (10) FEET MINIMUM SEPARATION (OUT-TO-OUT, CLEAR) WILL BE MAINTAINED BETWEEN THE WATER LINE AND THE STORM SEWER.
4. AN 18-INCH MINIMUM VERTICAL CLEARANCE (OUT-TO-OUT, CLEAR) WILL BE MAINTAINED BETWEEN THE WATER LINE AND THE STORM SEWER AT ALL CROSSINGS.
5. SANITARY SEWER AIR TESTING SHALL CONFORM WITH ASTM C-1244.
6. NO SANITARY PIPE SHALL EXCEED A DEFLECTION OF 5% AS PER GLUMRB 33.05.
7. FLEXIBLE GASKETS ON SEWER LINE CONNECTIONS ARE TO CONFORM WITH ASTM C-923
8. BOOSTER PUMPS ARE NOT PERMITTED ON SERVICE CONNECTIONS.
9. THE PROPOSED IMPROVEMENTS WILL PROVIDE A MINIMUM 35 PSI PRESSURE AT THE CURB STOP DURING NORMAL OPERATING CONDITIONS.
10. THE SYSTEM SHALL BE DESIGNED TO MAINTAIN A MINIMUM OF 20 PSI AT GROUND LEVEL AT ALL POINTS IN THE DISTRIBUTION SYSTEM UNDER ALL FLOW CONDITIONS.
11. UNIFORM BEDDING SHALL BE PROVIDED FOR THE ENTIRE LENGTH OF WATER MAIN PER TEN STATE STANDARDS SECTION 8.7.2.

CITY OF NORTH RIDGEVILLE STANDARD GENERAL NOTES

GENERAL

- ALL WORK AND MATERIALS SHALL MEET THE RULES, LAWS & CODES OF THE CITY OF NORTH RIDGEVILLE.
- THE FOLLOWING UTILITIES MAY BE LOCATED WITHIN THE WORK LIMITS OF THIS PROJECT:

PAVEMENTS	CITY OF NORTH RIDGEVILLE	(440) 353-0842
STORM SEWERS	CITY OF NORTH RIDGEVILLE	(440) 353-0842
SANITARY SEWERS	CITY OF NORTH RIDGEVILLE	(440) 353-0842
WATERLINES	CITY OF NORTH RIDGEVILLE	(440) 353-0842
GAS-COLUMBIS GAS	DAN SUREN	(440) 881-2428
TELEPHONE-WINDSTREAM	GEOFF HAMM	(440) 328-4247
ELECTRIC-CHIO EDISON	MIKE ZANN	(440) 328-3271
CABLE-SPECTRUM	RON HRIBAL	(440) 388-0418 (EXT. 825)
WATER TRANSMISSION	AVON LAKE MUNICIPAL UTILITIES	(440) 833-8228

THE CONTRACTOR SHALL VERIFY THE ABOVE INFORMATION WITH OUPS WHEN HE CONTACTS THEM BEFORE CONSTRUCTION BEGINS.
- THE CONTRACTOR SHALL LOCATE ALL UTILITIES OR UNDERGROUND STRUCTURES PRIOR TO CONSTRUCTION AND NOTIFY EACH RESPECTIVE UTILITY OWNER FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- WHERE IN ANY CASE THE PLANS AND SPECIFICATIONS DO NOT ENTIRELY COVER MATERIALS AND/OR WORKMANSHIP, THE "STATE OF OHIO, DEPARTMENT OF TRANSPORTATION, CONSTRUCTION AND MATERIAL SPECIFICATIONS", CURRENT EDITION WILL APPLY. ODOT REFERENCES MAY BE INDICATED THROUGHOUT THE PLANS. MATERIAL AND WORKMANSHIP SHALL ALSO CONFORM TO THE SPECIFICATIONS, RULES AND ORDINANCES OF THE CITY OF NORTH RIDGEVILLE. WHERE CONFLICTS OCCUR IN THE ABOVE, THE CITY ENGINEER SHALL DETERMINE THE GOVERNING AUTHORITY. ANY DEFECTS IN THE CONSTRUCTION INCLUDING MATERIALS OR WORKMANSHIP SHALL BE REPAIRED OR REPLACED AS DIRECTED BY THE CITY ENGINEER. REFERENCES THROUGHOUT THESE PLANS TO "THE ENGINEER" SHALL BE THE CITY ENGINEER.
- ALL WORK SHALL BE DONE IN A SAFE MANNER AND AS A MINIMUM SHALL COMPLY WITH THE SPECIFIC SAFETY REQUIREMENTS OF THE OSHA AS DEFINED IN 29 CFR 1926.
- AT LEAST FIVE DAYS PRIOR TO THE START OF ACTUAL CONSTRUCTION WORK, A PRE-CONSTRUCTION CONFERENCE SHALL BE HELD AT THE DIRECTION OF THE CITY OF NORTH RIDGEVILLE ENGINEER AND APPROPRIATE CITY OFFICIALS, AND THE OWNER'S ENGINEER. THE CONTRACTOR OR HIS AUTHORIZED SUPERINTENDENT SHALL BE PRESENT, ALONG WITH ANY AND ALL PRIVATE UTILITY COMPANY REPRESENTATIVES. THIS MEETING WILL BE FOR COORDINATION AND PROCEDURE REVIEW PRIOR TO COMMENCING ANY PHYSICAL WORK.
- THE CONTRACTOR SHALL NOT COMMENCE WITH ANY FORM OF CONSTRUCTION WITHOUT GIVING 24 HOUR NOTICE TO THE OFFICE OF THE CITY ENGINEER TO ARRANGE FOR INSPECTION. IF ANY CHANGE IN THE WORK SCHEDULE BECOMES NECESSARY, IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE INSPECTOR TO AVOID UNNECESSARY INSPECTION COSTS. IF NO NOTIFICATION IS MADE IN REGARDS TO CANCELLATION OF WORK, THE CONTRACTOR WILL BE CHARGED A MINIMUM OF FOUR (4) HOURS.
- THE CONTRACTOR SHALL SUPPLY ALL LABOR, MATERIAL, AND EQUIPMENT NECESSARY, SUCH AS CALCIUM CHLORIDE, WATER, OR A MOTORIZED DUST-FREE STREET SWEEPING DEVICE, AS DIRECTED BY THE ENGINEER, TO MAINTAIN ALL ROADWAYS BEING USED FOR ACCESS TO THE CONSTRUCTION SITE.
- THE CONTRACTOR SHALL FURNISH AND MAINTAIN ALL NECESSARY SAFEGUARDS SUCH AS BARRICADES, SATISFACTORY BARRIERS, LIGHTING, FLAGMEN, TEMPORARY GUARDRAIL, AND SUCH OTHER TRAFFIC CONTROL DEVICES AS PROVIDED IN "ITEM 814 - MAINTAINING TRAFFIC" SO AS TO AVOID DAMAGE AND/OR INJURY TO VEHICLES AND PERSONS USING THE ROADWAY DURING CONSTRUCTION. ALL AREAS OF PAVEMENT REMOVAL WHICH HAVE NOT BEEN FULLY RESTORED SHALL BE PROTECTED WITH CONES OR DRUMS DURING DAYLIGHT HOURS. THESE AREAS SHALL BE PROTECTED WITH FLASHING BARRICADES OR DRUMS WITH STEADY BURNING LIGHTS AT NIGHT. THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS AS TO THE PROPOSED WORK WITH MINIMUM HAZARD, DELAY, AND INCONVENIENCE TO THE MOTORISTS USING THE STREETS AFFECTED BY THE WORK DONE UNDER THE CONTRACT AND HE SHALL COORDINATE ALL CLOSING OF STREETS WITH THE CITY ENGINEER AND THE POLICE CHIEF OF THE CITY OF NORTH RIDGEVILLE.
- ACCESS ROADS SHALL BE KEPT FREE OF MUD, DEBRIS, DIRT, ETC., AND SHALL BE CLEANED EVERY DAY AT THE END OF WORK OR MORE FREQUENTLY IF SO ORDERED BY THE CITY OF NORTH RIDGEVILLE.
- THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL HAVE A COMPETENT SUPERVISOR ON THE PROJECT AT ALL TIMES WHEN WORK IS BEING DONE.
- NO SLAG OR OTHER SULFUROUS MATERIAL WILL BE USED ON THE PROJECT.

- FOR RESIDENTIAL SUBDIVISIONS, THE TRAFFIC CONTROL SIGNS WILL BE ERECTED BY THE CITY OF NORTH RIDGEVILLE AND THE COST OF INSTALLATION WILL BE PAID BY THE DEVELOPER. THE INSTALLATION AND COST OF THE STREET NAME SIGNS AND STREET LIGHTS WILL BE DONE BY THE DEVELOPER AT HIS EXPENSE.

- THE CITY ENGINEER SHALL BE NOTIFIED FORTY-EIGHT (48) HOURS PRIOR TO BEGINNING THE ACTUAL CONSTRUCTION.

EARTHWORK

- ALL EXCAVATION AND FILL WORK SHALL BE DONE IN ACCORDANCE WITH ODOT CONSTRUCTION AND MATERIALS SPECIFICATIONS.
- THE SUBGRADE IN THE STREET SHALL BE LEFT TWO INCHES HIGH FOR THE PAVEMENT CONTRACTOR TO TRIM DOWN TO FINAL GRADE. THE CONTRACTOR SHALL PROOF ROLL THE GRADE WITH A FULLY LOADED (MAXIMUM LEGAL WEIGHT) TRIAXLE DUMP TRUCK. ANY "SOFT" SPOTS SHALL BE REMOVED AND REPLACED WITH COMPACTED EARTH.
- EARTHWORK SHALL BE DONE IN SUCH A FASHION AS TO NOT TRAP WATER DURING CONSTRUCTION.
- TREE AND BRUSH CLEARING/DISPOSAL SHALL BE DONE IN A MANNER ACCEPTABLE TO THE CITY OF NORTH RIDGEVILLE.
- ALL PAVEMENT AREAS SHALL HAVE ALL ORGANICS AND TOPSOIL REMOVED FROM THE AREA.
- AT ALL TIMES DURING THE PROGRESS OF THE WORK AND UNTIL RELEASE OF THE CONTRACTOR FROM HIS GUARANTEE BY THE OWNER, THE CONTRACTOR SHALL MAINTAIN THE BACKFILLED TRENCHES AND OTHER EXCAVATIONS. IN PARTICULAR, THOSE TRENCHES OR EXCAVATIONS WHICH ARE WITHIN FIFTEEN (15) FEET OF THE EDGE OF PAVEMENT OR THE EDGE OF TRAVELED ROADWAYS, SHALL BE KEPT FILLED UP TO THE SAME LEVEL AS THE ADJACENT UNDISTURBED GROUND. ANY SETTLEMENT WHICH OCCURS DURING THIS PERIOD SHALL BE IMMEDIATELY FILLED IN TO PREVENT THE POSSIBILITY OF ACCIDENTS.
- WHERE EXISTING SEWERS ARE ENCOUNTERED AND ARE INTERFERED WITH, FLOWS SHALL BE MAINTAINED, SEWAGE OR OTHER LIQUID MUST BE HANDLED BY THE CONTRACTOR EITHER BY CONNECTION INTO OTHER SEWERS (WITH THE APPROVAL OF THE CITY ENGINEER) OR BY TEMPORARY PUMPING TO A SATISFACTORY OUTLET. SEWAGE OR OTHER LIQUID SHALL NOT BE PUMPED, BALED OR FLUMED OVER THE STREET.
- BACKFILL SHALL INCLUDE THE MATERIAL PLACED ABOVE THE BEDDING AND SHALL CONSIST OF FINELY DIVIDED SOIL FREE FROM STONES, RUBBISH, LARGE CLUMPS OR OTHER HARMFUL DEBRIS. THE BACKFILL SHALL BE TAMPED IN SIX (6) INCH LAYERS.
- BACKFILL WITHIN EXISTING OR PROPOSED PAVED OR STONE STREETS, ALLEYS, DRIVEWAYS, PARKING AREA AND PROPOSED SIDEWALKS, OR WITHIN FIVE (5) FEET OF THESE AREAS SHALL CONSIST OF A DURABLE GRAVEL OR CRUSHED STONE MEETING THE REQUIREMENTS OF ITEM 304 OF THE CURRENT ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS. THE USE OF A 304 RECYCLED CONCRETE EQUIVALENT AND SLAG IS PROHIBITED. THE GRANULAR BACKFILL SHALL BE MECHANICALLY TAMPED IN SIX (6) INCH LAYERS SO THAT THE BACKFILL WILL HAVE A DENSITY EQUAL TO A MINIMUM OF 95% OF THAT POSSIBLE UNDER OPTIMUM MOISTURE CONTENT AS DETERMINED BY STANDARD PROCTOR TEST.

ROADWAY

- ALL TREES AND BRUSH, AND ANY OTHER VEGETATION WITHIN THE LIMITS OF THIS PROJECT THAT INTERFERE WITH THE CONSTRUCTION SHALL BE REMOVED FROM THE SITE. STUMPS MAY BE GROUND OUT OR REMOVED FROM THE SITE.
- ALL EARTHWORK SHALL HAVE INSPECTION AND TESTING AS DEEMED NECESSARY BY THE CITY OF NORTH RIDGEVILLE. SUCH INSPECTION WILL BE COORDINATED BY THE "CONTRACTOR", WHO SHALL USE A SOILS TESTING LABORATORY TO MAKE THE TESTS INCIDENTAL TO THE QUALITY CONTROL OF THE EARTHWORK OPERATION. SOIL TESTING AND CLASSIFICATION SHALL BE PERFORMED BY THE SOILS TESTING LABORATORY TO DETERMINE THE PROPER MOISTURE CONTENT AND SOIL DENSITY BEFORE BEGINNING EARTHWORK CONSTRUCTION. THE COST OF THIS INSPECTION AND TESTING WILL BE PAID BY THE CONTRACTOR. THE CONTRACTOR SHALL PRESENT HIS PLAN AND SCHEDULE FOR EARTHWORK OPERATIONS AT THE PRE-CONSTRUCTION CONFERENCE.
- WHERE SOFT SUBGRADE IS ENCOUNTERED, DUE TO NO FAULT OR NEGLIGENCE OF THE CONTRACTOR, IN WHICH SATISFACTORY STABILITY CANNOT BE OBTAINED BY MOISTURE CONTROL AND COMPACTION, THE UNSTABLE MATERIAL SHALL BE EXCAVATED TO THE DEPTH REQUIRED BY THE ENGINEER. BACKFILLING OF THESE EXCAVATED AREAS SHALL BE WITH EMBAZMENT MATERIAL FROM THE CONSTRUCTION PROJECT OR AGGREGATE BASE (ODOT ITEM 304) OR "AS DIRECTED BY THE ENGINEER."
- CONCRETE WILL BE TESTED BY AN ODOT QUALIFIED LABORATORY DURING CONSTRUCTION FOR AIR ENTRAINMENT AND SLUMP. CONCRETE TEST CYLINDERS WILL BE PREPARED FOR EACH 50 YARDS OR FRACTION THEREOF. CONCRETE BEAMS MAY BE PREPARED AT THE CONTRACTOR'S OPTION. THE CONCRETE MIX DESIGN SHALL BE APPROVED BY THE SAME TESTING LABORATORY DESIGNATED TO PERFORM THE ON-SITE INSPECTION PRIOR TO CONSTRUCTION.
- CONCRETE PAVEMENT CURING COMPOUND SHALL BE SILENCURE A FROM CHEMMASTERS, 300 EDWARDS ST., MADISON, OHIO, 44037.

- IN AREAS OF HIGH GROUNDWATER OR WHERE SURFACE SEEPAGE HAS BEEN OBSERVED IT MAY BE NECESSARY TO CONSTRUCT DRAINS PERPENDICULAR TO THE PROPOSED PAVEMENT. THESE UNCLASSIFIED PPE UNDERDRAINS, CONSTRUCTED IN ACCORDANCE WITH ODOT ITEM 605, SHALL BE 3 FEET BELOW PAVEMENT GRADE AND CONNECTED INTO THE APPROPRIATE STORM CONDUIT OR OUTLET. CONDUIT SHALL BE 6" DIAMETER PERFORATED PVC TYPE PS-48 PIPE CONFORMING TO ASTM F-758 OR 6" DIAMETER PERFORATED PSM POLYVINYL CHLORIDE (PVC) PIPE CONFORMING TO ASTM D-3034 SDR 35, WITH GEOTEXTILE DRAIN SLEEVE MEETING THE REQUIREMENTS OF ODOT 712.09, TYPE A, AND WITH NO. 8 STONE OR GRAVEL AGGREGATE.

UNDERGROUND INSTALLATIONS - GENERAL

- THE VARIOUS UNDERGROUND INSTALLATION ITEMS SHALL INCLUDE, BUT NOT BE LIMITED TO, ALL EXCAVATION, MATERIAL, LABOR, BEDDING, BACKFILL, COMPACTION, EQUIPMENT, UTILITY PROTECTION, MAINTENANCE OF ROADWAYS AND DRIVES UNTIL FINAL REPLACEMENT, PUMPING AND/OR DEWATERING, CONSTRUCTION AND REMOVAL OF ALL NECESSARY TRENCH PROTECTION AND ALL OTHER INCIDENTAL ITEMS NECESSARY TO INSTALL SUCH UTILITY. THE CONTRACTOR IS TO TOTALLY FAMILIARIZE HIMSELF WITH THE GROUND CONDITIONS THAT NOW DO OR MAY EXIST DURING THE CONSTRUCTION SO AS NOT TO ADVERSELY AFFECT THE INTEGRITY OF ANY UTILITY INSTALLATION OR STRUCTURE ON THE CONSTRUCTION SITE OR ADJACENT PROPERTIES.
- ALL SANITARY SEWER AND STORM SEWER CONSTRUCTION SHALL CONFORM WITH ODOT ITEM 611.
- ANY UNSUITABLE MATERIAL, MATERIAL NOT APPROVED BY THE ENGINEER FOR BACKFILL AND MATERIAL IN EXCESS OF THAT REQUIRED FOR BACKFILLING SHALL BE DISPOSED OF BY THE CONTRACTOR ON THE SITE.
- THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS TO PREVENT ANY CAVING OR SETTLING OF EXCAVATION OR TRENCH WALLS WHICH COULD ENDANGER THE SAFETY OF ANY PERSON ENGAGED IN THE WORK OR IN ANY WAY DAMAGE THE UNDERGROUND INSTALLATIONS OF ADJACENT UTILITY OR PROPERTY, OR DIMINISH THE TRENCH WIDTH NECESSARY FOR THE PROPER CONSTRUCTION OF THE UNDERGROUND INSTALLATION OR OTHERWISE INJURE OR DELAY THE WORK. THE TYPE AND AMOUNT OF SUCH PROTECTION, SUCH AS TRENCH BOXES, SHEETING, SHORING, OR BRACING SHALL BE CONSISTENT WITH THE DEPTH AND WIDTH OF EXCAVATION, THE COMPOSITION AND WATER CONTENT OF THE SOIL IN THE PROXIMITY OF STRUCTURES OR OTHER UTILITIES, THE VIBRATION FROM EQUIPMENT AND THE SPOIL PLACEMENT, AND SHALL BE IN ACCORDANCE WITH THE LATEST OSHA REGULATIONS.
- IN ORDER TO REDUCE GROUND WATER SEEPAGE AND PROVIDE A STABLE TRENCH IT MAY BE NECESSARY TO DEWATER PRIOR TO EXCAVATION OF THE SEWER TRENCH AND/OR PROVIDE TEMPORARY SUMPS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT STRUCTURES, PAVEMENTS, OR UTILITIES, OR LOSS OF PRIVATE WELL WATER RESULTING FROM DEWATERING, LOSS OF GROUND, HEAVE, TRENCH CONSTRUCTION, AND ANY OTHER CONSTRUCTION METHODS. THE CONTRACTOR SHALL PROTECT ALL EXISTING SEWERS AND UTILITIES THAT THE PROPOSED INSTALLATION CROSSES BY COMPACTING THE BACKFILL UNDER SUCH EXISTING FACILITIES OR SHALL PROTECT THE EXISTING FACILITY IN A MANNER AS APPROVED BY THE ENGINEER. IF SHEETING IS USED, IT MAY BE NECESSARY TO DRIVE THE SHEETING SEVERAL FEET BELOW THE BOTTOM OF THE PIPE. WHEN USING MOVABLE TRENCH SUPPORTS OR SHEETING, CARE MUST BE EXERCISED SO AS NOT TO OBTURB THE PIPE LOCATION, JOINTING OR BEDDING MATERIAL. IF STEEL SHEETING IS USED IT SHALL BE HELD IN PLACE BY LONGITUDINAL BEAMS AND CROSS BRACES OR STRUTS AS REQUIRED TO RESTRAIN THE TOP OF THE SHEETING. IF TIMBER SHEETING AND BRACING IS USED, IT MUST BE OF GOOD QUALITY AND OF HARDWOOD CONSTRUCTION. AFTER THE PIPE HAS BEEN INSTALLED AND THE BALANCE OF THE BEDDING MATERIAL HAS BEEN PLACED OVER THE PIPE, THE REMOVAL OF ANY TRENCH PROTECTION SHALL BE CAREFULLY CONTROLLED. THE CONTRACTOR SHALL DEMONSTRATE THAT THE REMOVAL OF THE TRENCH PROTECTION WILL NOT ADVERSELY AFFECT THE PIPE LOCATION AND BEDDING. IF SHEETING CANNOT BE REMOVED WITHOUT ADVERSELY AFFECTING THE PIPE AND BEDDING LOCATION, THE ENGINEER MAY ORDER THE SHEETING CUT OFF AT SOME POINT, AT LEAST ONE FOOT ABOVE THE TOP OF THE PIPE AND LEFT IN PLACE.
- PRIOR TO ANY CONNECTION INTO AN EXISTING SEWER MANHOLE OR CONDUIT THE CONTRACTOR SHALL TAKE SUCH MEASURES AS NECESSARY, "AS APPROVED BY THE ENGINEER", (I.E. TEMPORARY PLUGS, SAND BAGS, ETC.) DURING THE COURSE OF THE CONSTRUCTION OF THE PROPOSED SEWERS, TO GUARD AGAINST ANY DRAINAGE FROM ENTERING THE EXISTING SYSTEM AND POSSIBLY CONTAMINATING SUCH SYSTEM WITH SALT.

- WHERE THE PROPOSED IMPROVEMENTS CROSS EXISTING OR PROPOSED PAVEMENTS, INCLUDING A POINT FIVE (5) FEET BEYOND SUCH CROSSINGS, OR WHERE THE CONSTRUCTION METHODS USED BY THE CONTRACTOR RESULT IN THE TRENCH WALL BEING LESS THAN 3 FEET FROM THE EDGE OF THE PAVEMENT, THE ENTIRE TRENCH BACKFILL SHALL BE COMPACTED IN LAYERS NOT TO EXCEED 8 INCHES IN THICKNESS WITH MECHANICAL TAMPERS MEETING NINETY-EIGHT (98) PERCENT OF MAXIMUM LABORATORY DRY WEIGHT.
 - THE LINE AND GRADE OF SEWER MAINS SHALL BE CONTROLLED DURING THE SEWER CONSTRUCTION BY USE OF AN APPROVED LASER DEVICE.
 - AT ALL STORM SEWER MAIN AND SANITARY SEWER MAIN INTERSECTIONS (CROSSINGS) WHEN PIPE CLEARANCE IS LESS THAN 18", THE LOWER PIPE SHALL BE ENCASED AND THE UPPER PIPE SHALL BE MONOLITHICALLY GRADLED IN 2800 PSI CONCRETE FOR THE WIDTH OF THE TRENCH. AT PIPE CROSSINGS GREATER THAN 18" THE BACKFILL BELOW THE UPPER PIPE SHALL BE COMPACTED IN PLACE TO THE SATISFACTION OF THE ENGINEER.
- ## STORM SEWERS
- STORM SEWER CONDUIT SHALL CONFORM TO THE FOLLOWING REQUIREMENTS: STORM CONDUIT BETWEEN STREET BASINS AND CONNECTING TO MANHOLE SHALL BE (A.) ONLY IF COVER IS LESS THAN OR EQUAL TO ONE FOOT MEASURED FROM THE TOP OF THE PIPE TO THE BOTTOM OF THE SUBGRADE, OR MAY BE (E.) IF COVER IS GREATER THAN ONE FOOT MEASURED FROM THE TOP OF THE PIPE TO THE BOTTOM OF THE SUBGRADE. ALL FOOTING DRAIN CONNECTIONS SHALL BE (B.) ONLY.
 - REINFORCED CONCRETE PIPE ASTM C-76, "B" OR "C" WALL, 8 FOOT LENGTHS, WITH AN "O" RING CONFINED GASKET JOINT PER ASTM C-443; (A) 12" & LARGER DIA. CLASS IV.
 - POLYVINYL CHLORIDE (PVC) ASTM D-3034 (SDR 35) (ODOT 707.45) WITH GASKET MATERIAL CONFORMING TO ASTM F-477 AND JOINTS PER ASTM D-3212 OR SOLVENT CEMENT JOINTS PER ASTM D-2584.
 - PERMA-LOC (PVC) AASHTO SPECIFICATION IN M-304M (ODOT 707.43) WITH INTEGRAL BELL GASKET JOINTS IN ACCORDANCE WITH ASTM D-3212 AND INSTALLED PER THE MANUFACTURER'S RECOMMENDATIONS.
 - ULTRA-RIB (PVC) ASTM F 794 (ODOT 707.43) WITH INTEGRAL BELL AND SPIGOT JOINT IN ACCORDANCE WITH ASTM D-3212 AND INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
 - SMOOTH INTERIOR, CORRUGATED, HIGH DENSITY POLYETHYLENE PIPE (HDPE) CONFORMING TO AASHTO SPECIFICATIONS M252 TYPE 5 AND M-284 TYPE 3, (OFOT 707.33) AOS M-12, HANCOR H-0, OR APPROVED EQUAL. THE JOINTS SHALL BE SILT-TIGHT AND THE GASKETS SHALL MEET THE REQUIREMENTS OF ASTM F477 (NOT PRESSURE RATED), INSTALLED IN ACCORDANCE WITH ASTM D-3212 AND MANUFACTURER'S RECOMMENDATIONS.
 - OTHER OPTIONAL MATERIALS MAY BE USED WHEN APPROVED BY THE CITY ENGINEER.
 - UNDERDRAINS SHALL BE CONSTRUCTED IN ACCORDANCE WITH ODOT ITEM 605. CONDUIT SHALL BE 6" DIAMETER PVC TYPE PS-48 PIPE CONFORMING TO ASTM F-758, OR 6" DIAMETER PSM POLYVINYLCHLORIDE (PVC) PIPE CONFORMING TO ASTM D-3034 SDR 35, WITH A GEOTEXTILE SLEEVE MEETING THE REQUIREMENTS OF ODOT ITEM 712.09, TYPE A, AND WITH THE GRANULAR MATERIAL BEING NO. 57 AGGREGATE (NO SLAG)
 - ROOF DRAINS ARE TO BE DISCHARGED ONTO SPLASH BLOCKS. NO CONNECTION TO STORM SEWER.
 - AT LEAST 60 DAYS PRIOR TO THE END OF THE PERIOD FOR WHICH IMPROVEMENTS ARE COVERED BY MAINTENANCE BONDS, THE DEVELOPER SHALL CLEAN AND VIDEO TAPE THE STORM SEWER, SANITARY SEWER AND MANHOLES, OR CAUSE THIS TO BE DONE BY A SUBCONTRACTOR OR BUILDER(S) WHO THE DEVELOPER HOLDS RESPONSIBLE PRIOR TO RELEASE OF THE MAINTENANCE BONDS COVERING THE IMPROVEMENTS. TWO (2) COPIES OF THE VIDEO TAPE(S) AND A WRITTEN REPORT OF THE RESULTS SHALL BE FURNISHED TO THE DEVELOPER AND THE CITY ENGINEER, BOTH THE TAPING AND THE WRITTEN REPORT SHALL BE DONE TO THE SATISFACTION OF THE DEVELOPER AND THE CITY ENGINEER OR THEIR DESIGNEES. ANY AND ALL PROBLEMS DISCOVERED SHALL BE REMEDIATED WITHIN TEN (10) WORKING DAYS BY THE DEVELOPER OR BY THE PARTY THE DEVELOPER SHALL CAUSE TO REMEDIATE THE PROBLEMS, IF ANY
 - ALL MAIN LINE STORM SEWERS SHALL BE CLEANED AND VIDEOTAPED IMMEDIATELY AFTER CONSTRUCTION AND THE VIDEOTAPE SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL. ALL DEFECTS SHALL BE PROMPTLY REPAIRED BY THE CONTRACTOR.

OCTOBER 1, 2008 - REV. 5/11/08, 9/29/09, 12/7/09, 8/18/16

5/9/17, 6/28/17

CITY OF NORTH RIDGEVILLE STANDARD GENERAL NOTES

SANITARY SEWERS

1. ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER ARE PROHIBITED.
2. THE SANITARY SEWER SHALL PASS A LOW PRESSURE AIR TEST AND A 5% DEFLECTION TEST. THESE TESTS SHALL BE CONDUCTED BY A COMPETENT TESTER, PREFERABLY AN INDEPENDENT TESTING COMPANY.

A. DEFLECTION TEST:

IF PVC PIPE IS USED, THE DEFLECTION TEST WILL BE RUN NOT LESS THAN 30 DAYS NOR MORE THAN 45 DAYS AFTER THE FINAL AND FULL BACKFILL HAS BEEN PLACED. THE TEST IS REQUIRED ON ALL PVC PIPE. THE CONTRACTOR SHALL SUPPLY ALL NECESSARY EQUIPMENT FOR THE DEFLECTION TESTING. ALL EQUIPMENT SHALL BE APPROVED BY THE CITY OF NORTH RIDGEVILLE PRIOR TO THE START OF TESTING. WHERE POSSIBLE, ELECTRONIC EQUIPMENT SHALL BE USED TO MEASURE AND RECORD THE DEFLECTION IN THE FLEXIBLE PIPE. NO PIPE SHALL EXCEED A DEFLECTION OF FIVE PERCENT. IF SUCH EQUIPMENT IS NOT AVAILABLE, THE DEFLECTION TEST CAN BE RUN BY THE USE OF MANDRELS, HAVING A DIAMETER EQUAL TO NINETY-FIVE (95) PERCENT OF THE INSIDE DIAMETER OF THE PIPE, PULLED THROUGH THE SEWER WITHOUT MECHANICAL PULLING DEVICES. MANDRELS SHALL BE CONSTRUCTED WITH AT LEAST NINE EVENLY SPACED ARMS OR PRONGS. A METAL PROVING RING SHALL BE PROVIDED TO VERIFY THE ACCURACY OF THE MANDREL TO THE CITY ENGINEER. THE LENGTH OF THE MANDREL SHALL BE EIGHT INCHES FOR EIGHT INCH PIPE, TEN INCHES FOR TEN AND TWELVE INCH PIPE. IF ANY SECTION OF CONDUIT EXCEEDS THE DEFLECTION OF FIVE PERCENT, THE NECESSARY CORRECTIONS SHALL BE MADE. CONDUIT WHICH HAS DEFLECTED MORE THAN FIVE PERCENT MUST BE CORRECTED TO THE SATISFACTION OF THE CITY ENGINEER BY THE CONTRACTOR. THE PIPE SHALL BE MEASURED IN COMPLIANCE WITH ASTM D2122.

B. THE LEAKAGE, EXFILTRATION, OR INFILTRATION SHALL NOT EXCEED 100 GALLONS PER INCH OF PIPE DIAMETER PER MILE PER DAY.

3. THE SANITARY SEWER MAIN AND ITS LATERALS SHALL BE PVC ASTM D3034, WITH GASKETED JOINTS MEETING ASTM D3212 SDR-35, UNLESS DEPTH OF COVER IS 15 FEET OR GREATER THEN USE ASTM D3034 SDR-26.
4. SANITARY MANHOLES SHALL BE PRECAST CONCRETE MEETING THE STANDARDS OF THE CITY OF NORTH RIDGEVILLE. THE MANHOLE SHALL BE FULLY INSPECTED AROUND ITS EXTERIOR BEFORE BACKFILLING. ANY SUSPECTED LEAK SPOTS, CRACKS, ETC. THAT MAY CAUSE A LEAK IN THE FUTURE SHALL BE PATCHED, SEALED, ETC. WITH WATERPROOFING MATERIALS. PARTICULAR ATTENTION SHALL BE PAID TO THE BARREL JOINTS, STEP LOCATIONS, LIFTING HOLES, AND THE JOINT BETWEEN THE GRADE RINGS AND THE CASTING. ALL MANHOLES SHALL BE VACUUM TESTED PER ASTM-C1244.
5. GRADE RINGS SHALL BE USED TO BRING ALL CASTING TO GRADE, MAXIMUM 11 INCHES.
6. IF THE CASTING IS DISTURBED AFTER IT IS INSTALLED IT SHALL BE COMPLETELY REMOVED, CLEANED, AND THEN REINSTALLED.
7. THE CONTRACTOR SHALL MARK ALL LATERAL LOCATIONS IN THE FIELD WITH A CONTINUOUS 4" X 4" WOODEN STAKE FROM INVERT TO 2'-8" ABOVE GRADE, PAINTED ORANGE OR RED.
8. "LOW-PRESSURE" AIR TESTING FOR PLASTIC PIPE SHALL BE PER ASTM-F1417.
9. ALL MAINLINE SANITARY SEWER SHALL BE VIDEO TAPED PER CITY ORDINANCE.
10. HORIZONTAL AND VERTICAL SEPARATION BETWEEN WATERLINE, STORM SEWERS, AND SANITARY SEWERS SHALL BE MAINTAINED AS FOLLOWS:
 - A. A MINIMUM 10-FOOT HORIZONTAL SEPARATION (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED WATERLINE AND THE STORM SEWER WILL BE MAINTAINED.
 - B. A MINIMUM 10-FOOT HORIZONTAL SEPARATION (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED WATERLINE AND THE SANITARY SEWER WILL BE MAINTAINED.
 - C. A MINIMUM 18-INCH VERTICAL CLEARANCE (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED WATERLINE AND THE SANITARY SEWER WILL BE MAINTAINED.
 - D. A MINIMUM 18-INCH VERTICAL CLEARANCE (MEASURED OUT-TO-OUT CLEAR) BETWEEN THE PROPOSED WATERLINE AND THE STORM SEWER WILL BE MAINTAINED.

11. THE CONTRACTOR WILL COLOR FIRM BOTH SANITARY AND STORM SEWERS TO VERIFY THAT THEY ARE FREE OF DEFECTS AND FOREIGN MATTER AND THAT THEY ARE TO THE PROPER ALIGNMENT PRIOR TO FORMAL ACCEPTANCE BY THE CITY OF NORTH RIDGEVILLE. THE INSPECTION AND TESTING SHALL BE DONE BY AN EXPERIENCED AND CERTIFIED FIRM ENGAGED IN THIS TYPE OF WORK, AS APPROVED BY THE CITY. WRITTEN REPORTS FOR ALL INSPECTION AND TESTING SHALL BE SUBMITTED TO THE OWNER AND THE CITY FOR APPROVAL. ALL SEWERS WILL BE FLUSHED AND HAVE A VCR TELEVIEWED INSPECTION IN ACCORDANCE WITH THE CITY OF NORTH RIDGEVILLE SPECIFICATIONS AFTER THE COMPLETION OF THE PAVEMENT CONSTRUCTION AND SEEDING OF THE DISTURBED AREAS, BUT PRIOR TO THE ISSUANCE OF BUILDING PERMITS. IF THE INSTALLATION FAILS TO MEET THE REQUIREMENTS OF THE TESTS AND INSPECTION, THE CONTRACTOR SHALL REPAIR OR REPLACE ALL DEFECTS AND RETEST AND RE-FIRM THE INSTALLATION. THE CONTRACTOR SHALL NOTIFY THE CITY 48 HOURS BEFORE THE STORM AND SANITARY SEWERS ARE TELEVIEWED.

WATER SYSTEM

1. THE WATER SYSTEM SHALL BE CONSTRUCTED PER THE CITY OF NORTH RIDGEVILLE STANDARDS & REGULATIONS.
2. THE WATERLINE SHALL BE PVC MEETING THE REQUIREMENTS OF AWWA C900, OR C900, CLASS 150 PIPE CONFORMING TO D118 OR DUCTILE IRON PIPE, CLASS 52, CEMENT LINED MEETING THE REQUIREMENTS OF ANSI A21.51 AND AWWA C-151.
3. A MINIMUM OF 35 PSI SHALL BE MAINTAINED TO THE CURB STOP DURING NORMAL OPERATING CONDITIONS. BOOSTER PUMPS ARE NOT PERMITTED ON SERVICE CONNECTIONS.
4. ALL FITTINGS FOR THE WATER MAIN SHALL BE RESTRAINED JOINT TYPE (MEGA-LUG) AND SHALL BE DUCTILE IRON MEETING AWWA C-153.
5. ALL BENDS OR TEES ON THE MAIN SHALL BE RESTRAINED JOINT TYPE (MEGA-LUG) AND BLOCKED WITH WOOD.
6. ALL DUCTILE IRON PIPE, CAST IRON FITTINGS AND HYDRANTS SHALL BE POLYWRAPPED ACCORDING TO AWWA C-103. RESTRAIN TWO PIPE JOINTS EITHER SIDE OF TEE OR ELBOW IN ADDITION TO THRUST RESTRAINT.
7. ALL FITTINGS SHALL BE GIVEN A CEMENT MORTAR LINING AT THE POINT OF MANUFACTURE. THE LINING SHALL CONFORM TO ANSI A21.4, AWWA C-104 AND ALL SUBSEQUENT AMENDMENTS.
8. ALL FITTINGS SHALL BE DESIGNED FOR A WORKING PRESSURE OF NOT LESS THAN 150 PSI.
9. ALL VALVES AND HYDRANT FITTINGS MUST HAVE STAINLESS STEEL NUTS AND BOLTS. T-BOLTS AND NUTS FOR ALL MECHANICAL JOINTS MUST HAVE A BITUMASTIC COATING.
10. ALL PIPE SHALL BE GIVEN A CEMENT MORTAR LINING AT THE POINT OF MANUFACTURE. THE MORTAR LINING SHALL NOT BE LESS THAN 1/16 INCH IN THICKNESS AND CONFORM TO ANSI A21.4, AWWA C-104 AND ALL SUBSEQUENT AMENDMENTS.
11. ALL JOINTS SHALL BE MECHANICAL OR PUSH-ON TYPE. MECHANICAL JOINTS SHALL MEET THE REQUIREMENTS OF ANSI A21.11, AWWA C-111 AND ALL SUBSEQUENT AMENDMENTS. PUSH-ON JOINTS SHALL BE MADE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE PIPE MANUFACTURER.
12. ALL HYDRANTS SHALL HAVE MECHANICAL TYPE JOINTS.
13. WHENEVER CHANGES IN LINE AND GRADE OF THE MAIN AS SHOWN ON THE DRAWINGS ARE NOT STANDARD FITTING DEFLECTIONS, THE CONTRACTOR WILL BE PERMITTED TO USE AN APPROVED COMBINATION OF STANDARD FITTINGS AND SMALL DEFLECTION OF THREE DEGREES PER JOINT IN THE ADJOINING LENGTHS OF PIPE (NOT TO EXCEED THE MANUFACTURER'S SPECIFICATIONS).
14. CLOSURE PIECES SHALL BE ACCURATELY MEASURED AND CUT, IN THE FIELD, AND INSTALLED USING SOLID TYPE LONG PATTERN SLEEVES AS SHOWN OR AS REQUIRED.

GATE VALVES

1. VALVES SHALL CONFORM IN ALL RESPECTS WITH AWWA C-300 OR C-500 AND WITH THE CITY OF NORTH RIDGEVILLE ENGINEERING DEPARTMENT SPECIFICATIONS.
2. ALL GATE VALVES THREE INCH AND LARGER SHALL HAVE A NON-RISING STEM, SHALL OPEN BY TURNING TO THE RIGHT, AND SHALL BE OPERATED BY A TWO-INCH SQUARE OPERATING NUT. NUTS SHALL HAVE AN ARROW AND THE WORD "OPEN" CAST THEREON TO INDICATE THE DIRECTION OF TURNING TO OPEN THE VALVE.
3. ALL GATE VALVES THREE-INCH TO 18 INCH IN SIZE SHALL BE OF RESILIENT WEDGE SEATED TYPE. THE VALVES SHALL HAVE RUBBER "O" RING PACKING SEALS AND MECHANICAL JOINT ENDS UNLESS OTHERWISE SPECIFIED OR APPROVED BY THE CITY ENGINEER. IF THE TOP OF THE OPERATING NUT IS MORE THAN 36 INCHES BELOW FINISHED GRADE, AN EXTENSION STEM SHALL BE PROVIDED TO PLACE THE OPERATING WRENCH NUT BETWEEN 24 AND 36 INCHES BELOW THE SURFACE.
4. ALL 20 AND 24 INCH GATE VALVES SHALL BE PROVIDED WITH A FOUR INCH BYPASS VALVE AND ALL 30 INCH TO 48 INCH VALVES INCLUSIVE SHALL BE PROVIDED WITH A SIX INCH BYPASS VALVE LOCATED BELOW THE CENTER OF THE VALVES.
5. ALL GATE VALVES 18 INCH AND UNDER SHALL BE CONSTRUCTED TO WORK VERTICALLY. GATE VALVES 20 INCH AND LARGER IN SIZE SHALL BE CONSTRUCTED TO WORK HORIZONTALLY.
6. ALL NUTS AND BOLTS SHALL BE STAINLESS STEEL.

BUTTERFLY VALVES

1. IN LIEU OF GATE VALVES, BUTTERFLY VALVES MAY BE USED ON 12 INCH AND LARGER MAINS.
2. ALL BUTTERFLY VALVES SHALL BE OF RUBBER-SEATED TIGHT-CLOSING TYPE. THEY SHALL MEET OR EXCEED PERFORMANCE REQUIREMENTS FOR WATER APPLICATIONS OF APPLICABLE RECOGNIZED STANDARDS SUCH AS AWWA C-504. ALL VALVES SHALL BE MUELLER BUTTERFLY VALVES OR AN APPROVED EQUAL.
3. BOTH VALVE ENDS SHALL BE MECHANICAL JOINT PER AWWA C-111. ACCESSORIES (BOLTS, GLANDS AND BASKETS) SHALL BE SUPPLIED BY THE VALVE MANUFACTURER.
4. ALL VALVES MUST USE FULL AWWA C-504, CLASS 150B VALVE SHAFT DIAMETER AND FULL CLASS 150B UNDERGROUND-SERVICE-OPERATOR TORQUE RATING THROUGHOUT ENTIRE TRAVEL, TO PROVIDE CAPABILITY FOR OPERATION IN EMERGENCY SERVICE.
5. VALVE BODY SHALL BE HIGH-STRENGTH CAST IRON ASTM A126, CLASS B WITH 18-8 TYPE 304 STAINLESS STEEL BODY SEAT. VALVE VANE SHALL BE HIGH STRENGTH CAST IRON ASTM A48 CLASS 40, HAVING RUBBER SEAT MECHANICALLY SECURED WITH AN INTEGRAL 18-8 STAINLESS STEEL CLAMP RING AND 18-8 STAINLESS STEEL SELF-LOCKING SCREWS.
6. RUBBER SEAT SHALL BE A FULL-CIRCLE 360 DEGREE SEAT NOT PENETRATED BY THE VALVE SHAFT. VALVE SHAFT SHALL BE ONE PIECE, EXTENDING FULL SIZE THROUGH THE ENTIRE SHAFT AND OPERATOR WITH NO NECK-DOWN, KEYWAYS OR HOLES TO WEAKEN IT. FOR 14 INCH AND LARGER, VALVE SHAFTS SHALL BE 18-8 STAINLESS STEEL STUB SHAFT DESIGN KEYED TO THE VANE WITH STAINLESS STEEL TAPER PINS.
7. VALVE OPERATOR SHALL BE OF THE TRAVELING-NUT TYPE, SEALED, GASKETED, AND LUBRICATED FOR UNDERGROUND SERVICE. IT SHALL BE CAPABLE OF WITHSTANDING AN OVERLOAD INPUT TORQUE OF 450 FT-LBS AT FULL-OPEN OR CLOSED POSITION WITHOUT DAMAGE TO THE VALVE OR VALVE OPERATOR. IT SHALL BE DESIGNED TO RESIST SUBMERGENCE IN WATER TO 25 FEET HEAD PRESSURE FOR UP TO 72 HOURS.
8. THE VALVE SHALL BE CAPABLE OF EASY CLOSURE BY ONE MAN USING A STANDARD VALVE KEY, EVEN UNDER EMERGENCY LINE-BREAK CONDITIONS AS SEVERE AS THOSE THAT WOULD CAUSE A VALVE MAXIMUM OPERATING TORQUE REQUIREMENT OF AS MUCH AS TWO TIMES AWWA CLASS 150B.
9. ALL VALVES SHALL BE TESTED, BUBBLE-TIGHT AIR-UNDER-WATER, BY THE MANUFACTURER AS FOLLOWS:

4" THROUGH 12"	175 PSI
14" AND UP	150 PSI

IN ADDITION A 300 PSI HYDROSTATIC TEST SHALL BE GIVEN TO THE ASSEMBLED VALVE. THIS 300 PSI PRESSURE SHALL ALSO BE APPLIED AGAINST THE FULLY CLOSED VANE OF EACH VALVE TO PROVE STRUCTURAL SOUNDNESS AND ASSURE COMPATIBILITY WITH FIELD LINE TEST PROCEDURES.

HYDROSTATIC TESTING

1. ALL WATER MAINS SHALL BE INSTALLED AND PRESSURE TESTED ACCORDING TO AWWA C-605, LATEST EDITION.
2. TESTING PLUGS OR CAPS SHALL BE FURNISHED AND INSTALLED FOR TESTING COMPLETED SECTIONS OF PIPE AND FITTINGS.
3. BEFORE THE TEST PRESSURE IS APPLIED, CARE SHALL BE TAKEN TO INSURE THE REMOVAL OF AIR IN THE LINE AT THE HIGH POINTS AND TO SEE THAT ALL CAPS, PLUGS AND EXPOSED PORTIONS OF THE LINE ARE SECURELY BRACED.
4. THE CONTRACTOR SHALL SUPPLY ALL NECESSARY EQUIPMENT, GAUGES, TOOLS, AND LABOR TO PROPERLY CONDUCT THE TEST. ALL TESTING SHALL BE DONE UNDER THE DIRECTION OF THE CITY OF NORTH RIDGEVILLE ENGINEERING DEPARTMENT.
5. WATER FOR FILLING THE TEST SECTIONS WILL BE PROVIDED BY THE CITY OF NORTH RIDGEVILLE.
6. IF THE LEAKAGE TEST EXCEEDS THE MAXIMUM ALLOWED, THE CONTRACTOR SHALL LOCATE AND REPAIR THE LEAKS AND AGAIN TEST THE PIPE. THIS PROCESS SHALL BE CONTINUED UNTIL THE LEAKAGE IS WITHIN THE ACCEPTABLE LIMITS.

DISINFECTING MAINS

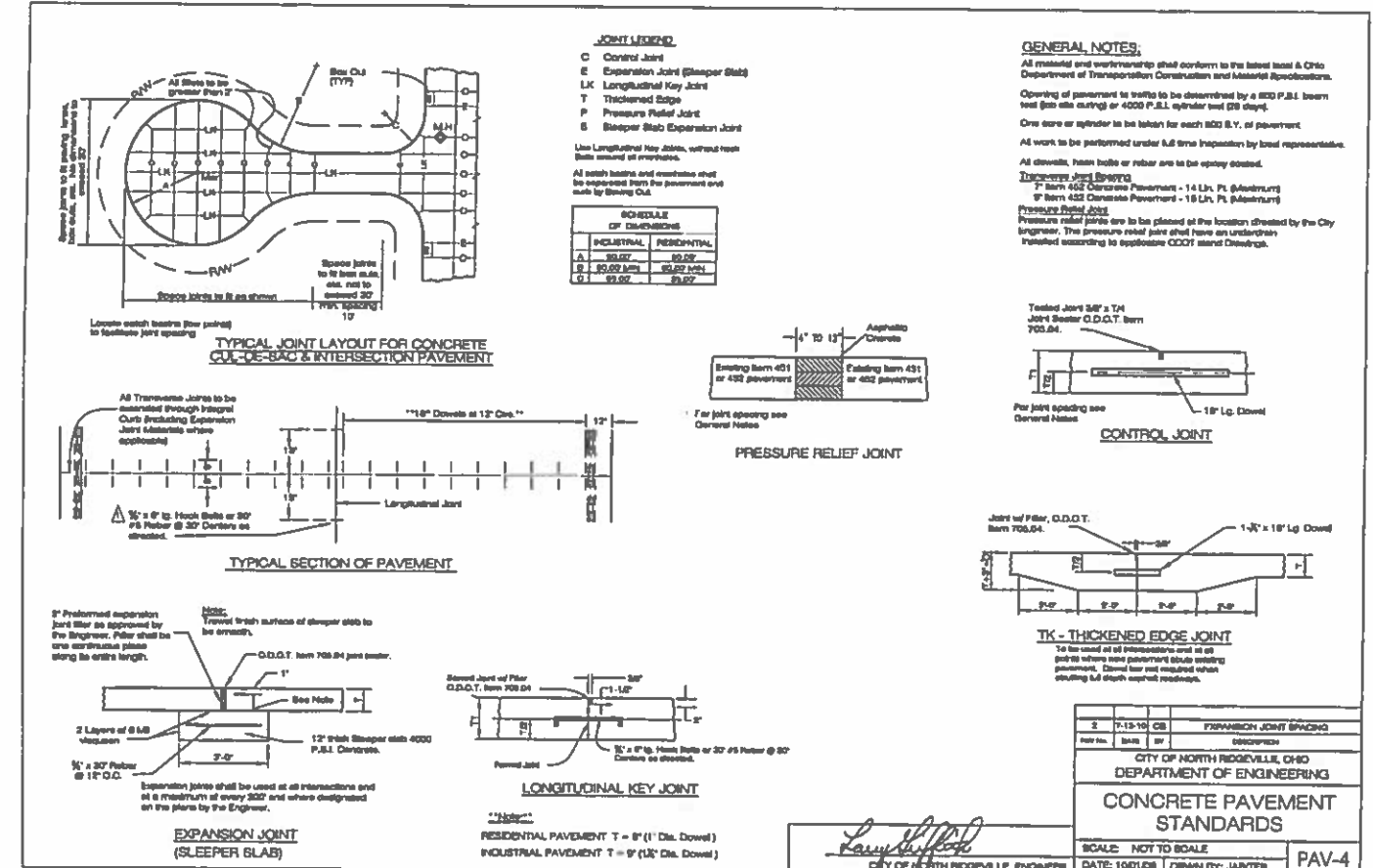
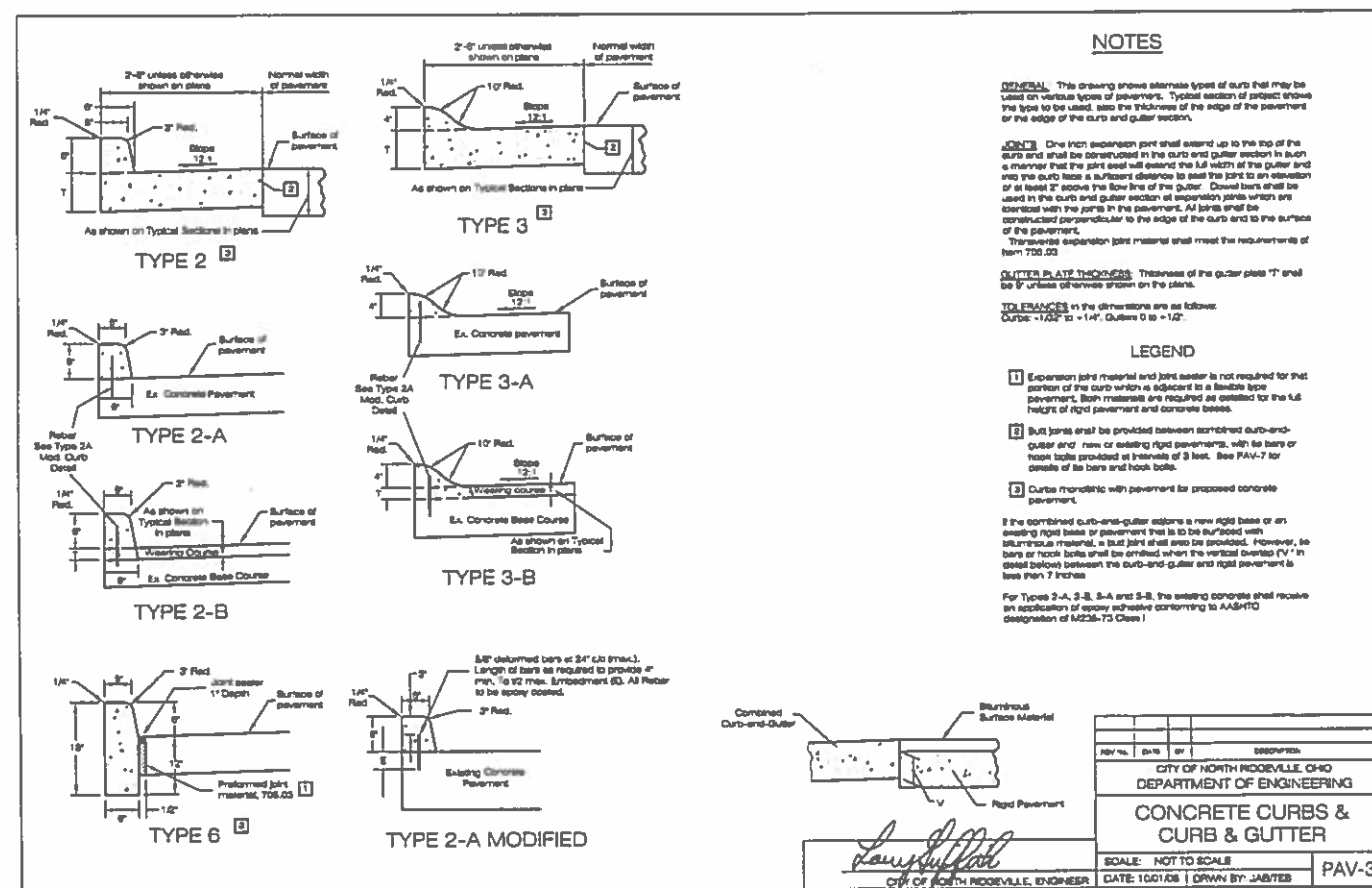
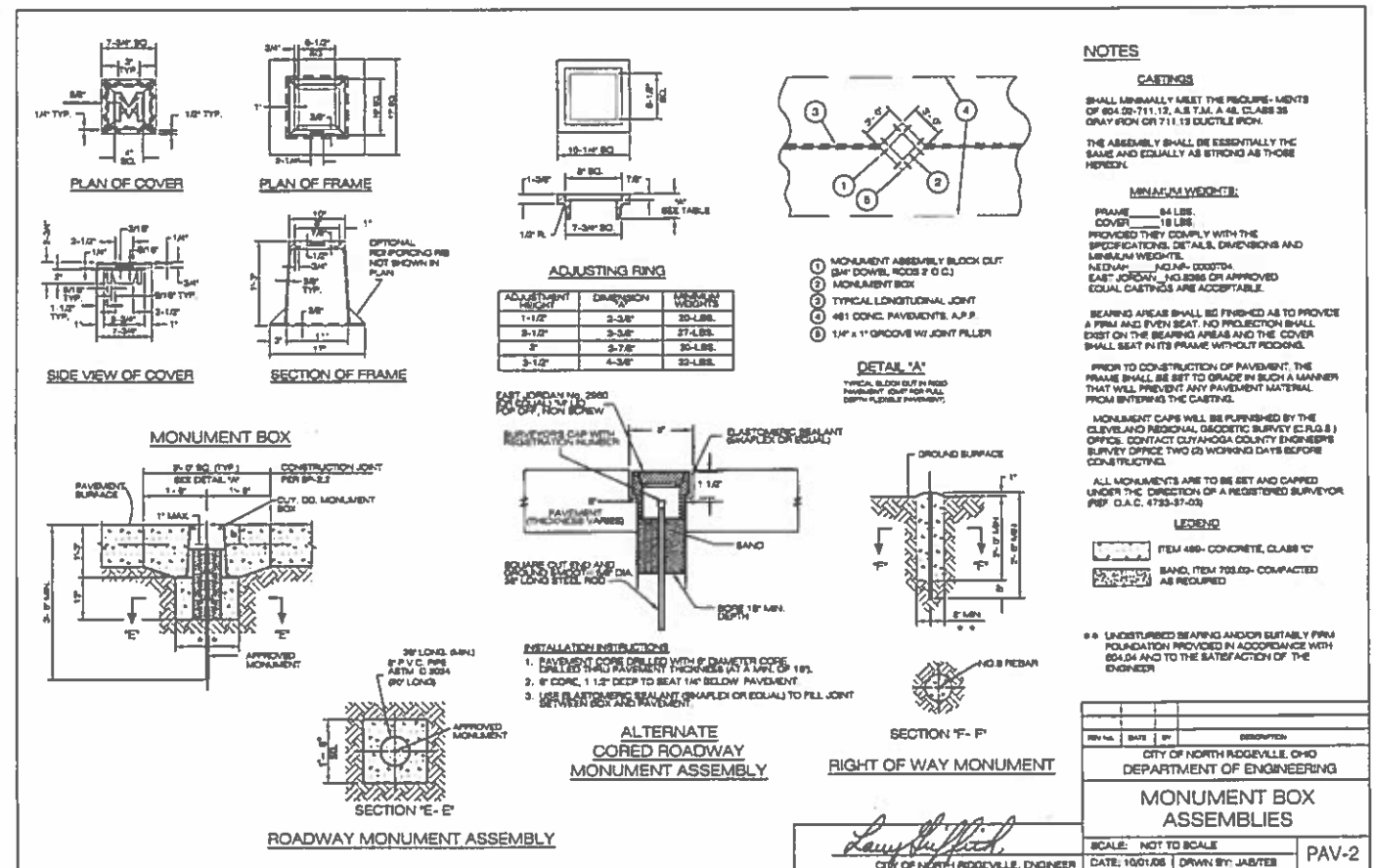
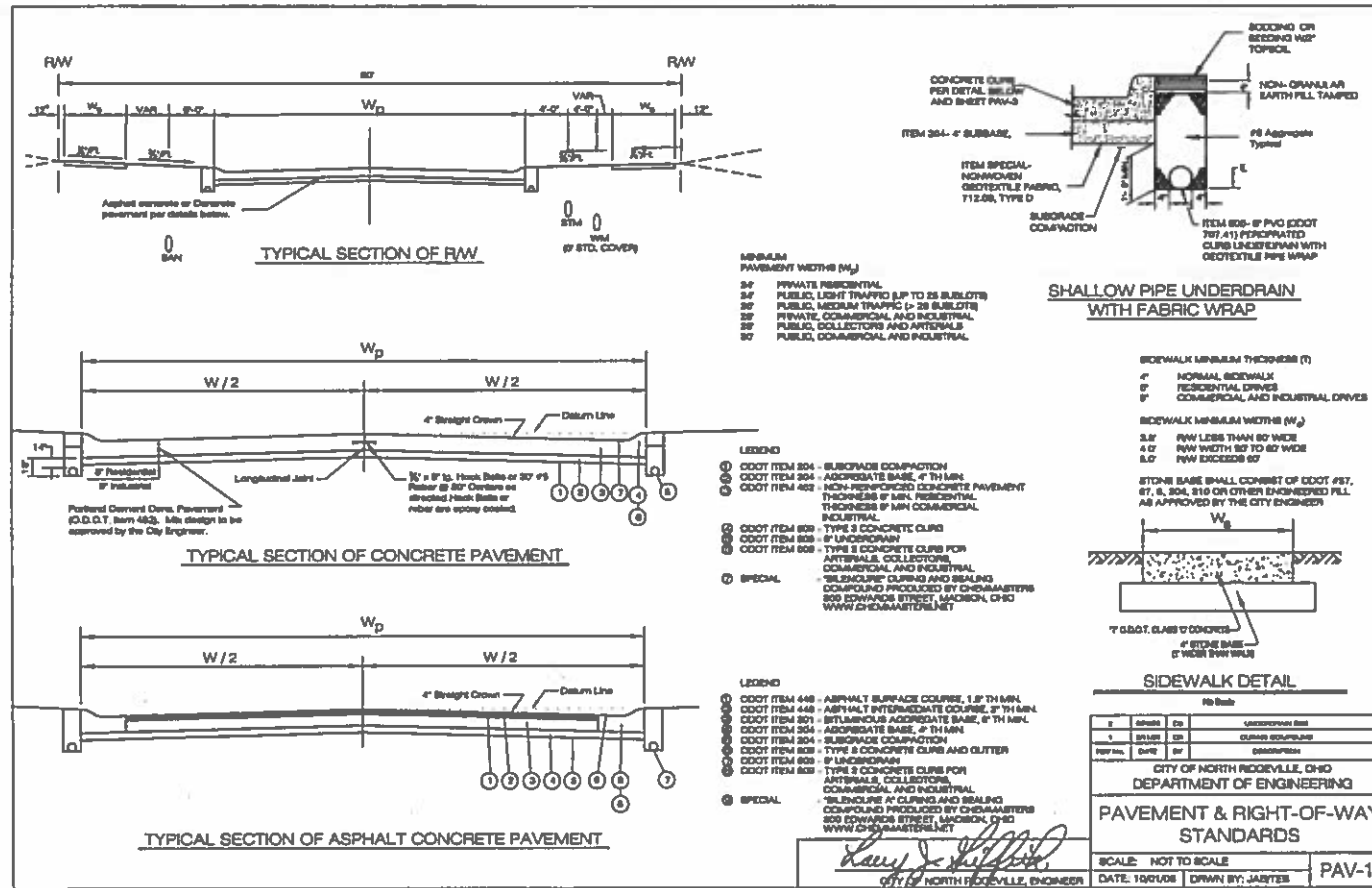
1. AFTER HYDROSTATIC TESTING, THE NEW LINE SHALL BE THOROUGHLY FLUSHED IN ACCORDANCE WITH AWWA C-651. THE MAIN SHALL BE FLUSHED THROUGH THE HYDRANTS, BLOWOFFS OR BY SOME OTHER APPROVED MEANS.
2. CHLORINE SHALL BE ADDED AT SUCH RATES AS TO GIVE A MINIMUM CHLORINE DOSAGE OF 80 PARTS PER MILLION AVAILABLE CHLORINE.
3. CHLORINE USED AS A DISINFECTING AGENT MAY BE EITHER LIQUID CHLORINE OR AN ANHYDROUS CALCIUM HYPOCHLORITE COMPOUND SUCH AS "HTH" OR AN APPROVED EQUAL. LIQUID CHLORINE SHALL BE APPLIED THROUGH A SUITABLE CHLORINE FEEDING MACHINE AND INJECTION NOZZLE. ANHYDROUS CALCIUM HYPOCHLORITE SHALL BE FED AS A SOLUTION USING A SUITABLE INJECTION PUMP.
4. FOLLOWING THE DISINFECTING PERIOD, THE LINE SHALL BE THOROUGHLY FLUSHED UNTIL THE REPLACEMENT WATER THROUGHOUT THE ENTIRE LENGTH OF THE LINE SHALL UPON TEST, BOTH CHEMICALLY AND BACTERIOLOGICALLY, BE PROVEN EQUAL TO THE QUALITY OF THE WATER IN THE EXISTING SYSTEM.
5. THE CITY OF NORTH RIDGEVILLE SERVICE DEPARTMENT WILL TEST THE WATER. THE CONTRACTOR IS RESPONSIBLE FOR THE TEST ARRANGEMENTS.

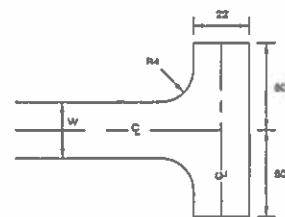
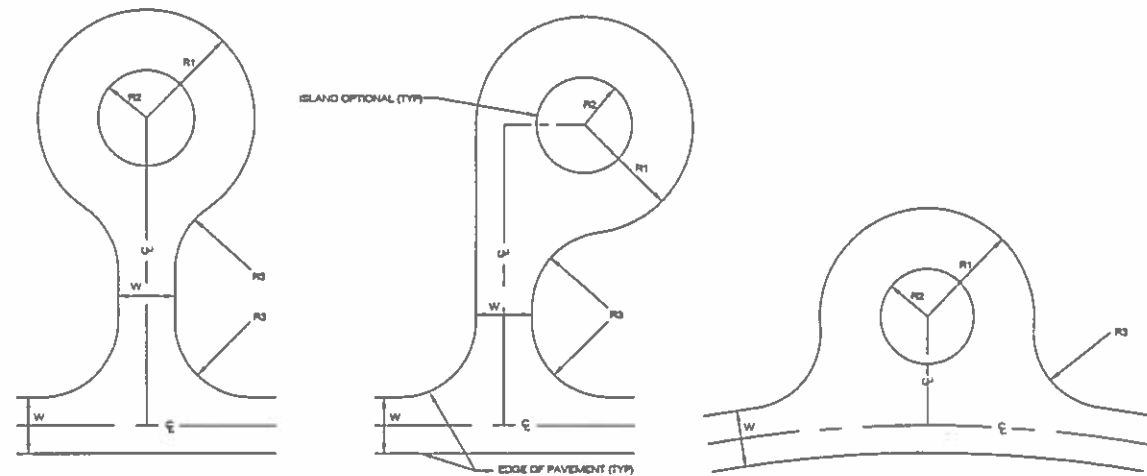
CURB CONNECTIONS

1. THE SIZE OF SERVICE CONNECTIONS SHALL BE THREE-QUARTER INCH (3/4") DIAMETER MINIMUM.
2. SERVICE CONNECTIONS SHALL BE K COPPER. ALTERNATIVELY, 200 PSI PLASTIC PIPE APPROVED FOR POTABLE WATER, WITH TRACER WIRE, MAY BE USED PROVIDED THE 60 FEET OF CONNECTION ADJACENT TO THE SERVED STRUCTURE IS K COPPER AND THE STRUCTURE SERVED IS MORE THAN 200 FEET FROM THE ROADWAY RIGHT OF WAY LINE.
3. FOR STRUCTURES GREATER THAN 200 FEET FROM THE CENTERLINE OF THE ROADWAY, A METER VAULT MUST BE PROVIDED NEAR THE RIGHT OF WAY LINE OF THE ROADWAY.

OCTOBER 1, 2008 REVISED 9/29/09, 2/19/10

7/22/14

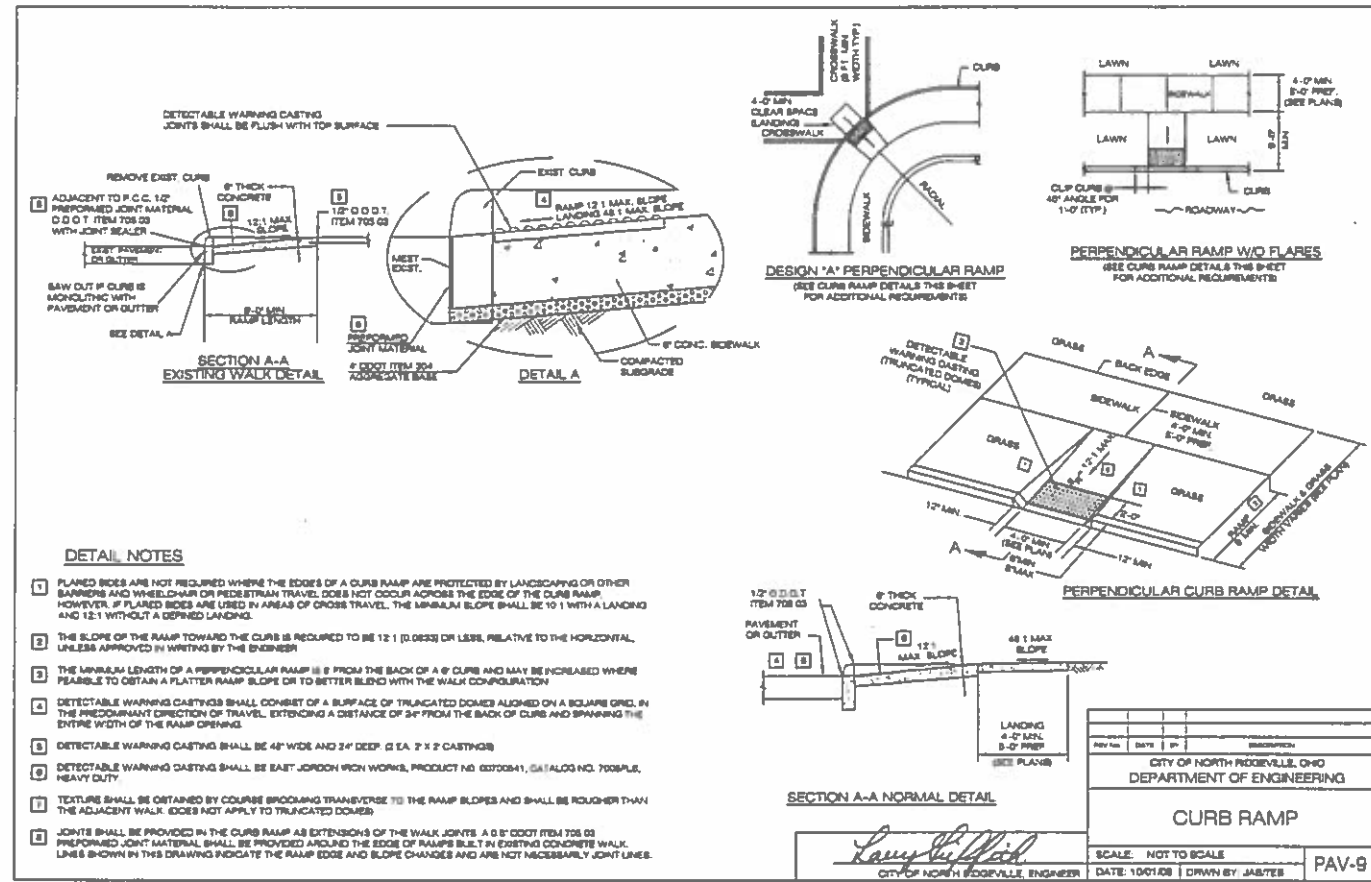




W	SIZE
R1	90 MIN
R2	28 MAX
R3	35
R4	30'

REV	DATE	BY	DESCRIPTION
1			
CITY OF NORTH RIDGEVILLE, OHIO DEPARTMENT OF ENGINEERING			
CUL DE SAC PAVEMENT DETAILS			
SCALE: NOT TO SCALE			
DATE: 10/01/08 DRAWN BY: JAS/TER PAV-8			

Larry L. Rich
CITY OF NORTH RIDGEVILLE, ENGINEER



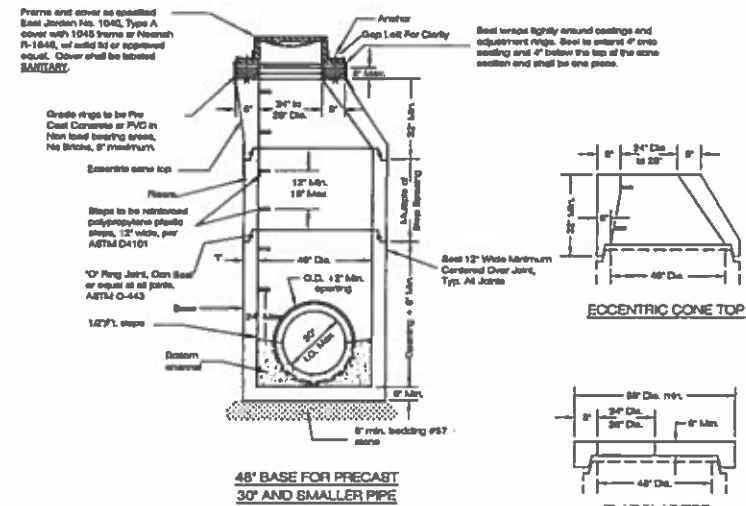
DETAIL NOTES

1. PLANNED SIDES ARE NOT REQUIRED WHERE THE EDGES OF A CURB RAMP ARE PROTECTED BY LANDSCAPING OR OTHER BARRIERS AND WHEELCHAIR OR PEDESTRIAN TRAVEL DOES NOT OCCUR ACROSS THE EDGE OF THE CURB RAMP. HOWEVER, IF PLANNED SIDES ARE USED IN AREAS OF CROSS TRAVEL, THE MINIMUM SLOPE SHALL BE 10:1 WITH A LANDING AND 12:1 WITHOUT A DEFINED LANDING.
2. THE SLOPE OF THE RAMP TOWARD THE CURB IS REQUIRED TO BE 12:1 (0.0833) OR LESS, RELATIVE TO THE HORIZONTAL, UNLESS APPROVED IN WRITING BY THE ENGINEER.
3. THE MINIMUM LENGTH OF A PERPENDICULAR RAMP IS 8' FROM THE BACK OF A 6" CURB AND MAY BE INCREASED WHERE FEASIBLE TO OBTAIN A FLATTER RAMP SLOPE OR TO BETTER BLEND WITH THE WALK CONFIGURATION.
4. DETECTABLE WARNING CASTINGS SHALL CONSIST OF A SURFACE OF TRUNCATED DOMES ALIGNED ON A SQUARE GRID, IN THE PREDOMINANT DIRECTION OF TRAVEL, EXTENDING A DISTANCE OF 24" FROM THE BACK OF CURB AND SPANNING THE ENTIRE WIDTH OF THE RAMP OPENING.
5. DETECTABLE WARNING CASTINGS SHALL BE 48" WIDE AND 24" DEEP, 2 EA. 2' X 2' CASTINGS.
6. DETECTABLE WARNING CASTINGS SHALL BE EAST JORDON IRON WORKS, PRODUCT NO. 03703841, (SA) ALSO NO. 7005PL, HEAVY DUTY.
7. TEXTURE SHALL BE OBTAINED BY COURSE BROODING TRANSVERSE TO THE RAMP SLOPES AND SHALL BE ROUGHER THAN THE ADJACENT WALK. EDGES NOT APPLY TO TRUNCATED DOMES.
8. JOINTS SHALL BE PROVIDED IN THE CURB RAMP AS EXTENSIONS OF THE WALK JOINTS. A 0.5" JOINT ITEM 705.03 PREFORMED JOINT MATERIAL SHALL BE PROVIDED AROUND THE EDGE OF RAMPS BUILT IN EXISTING CONCRETE WALK. LINES SHOWN IN THIS DRAWING INDICATE THE RAMP EDGE AND SLOPE CHANGES AND ARE NOT NECESSARILY JOINT LINES.

SECTION A-A NORMAL DETAIL

Larry L. Rich
CITY OF NORTH RIDGEVILLE, ENGINEER

REV	DATE	BY	DESCRIPTION
1			
CITY OF NORTH RIDGEVILLE, OHIO DEPARTMENT OF ENGINEERING			
CURB RAMP			
SCALE: NOT TO SCALE			
DATE: 10/01/08 DRAWN BY: JAS/TER PAV-9			



Sanitary Manholes

Castings in pavement shall have a solid lid and gasket.

Manhole Testing: All sanitary manholes shall be vacuum tested per ASTM C 1244.

Precast collars and/or brigs for height adjustments to manholes must meet ASTM C-32.

Larry Kuffel
CITY OF NORTH RIDGEVILLE, ENGINEER

NOTES

Sections of the precast manhole shall be cast and assembled with either all tongue or all groove ends up. Lid holes may be provided in each section for handling.

TOP AND TRANSITION (or reducer) Sections may be either eccentric cone or flat slab.

BASES for manholes are shown with manhole floor and floor which may be cast in one or two operations. A permeable alternate is to cast and ship the floor and barrel separately. Openings for inlet and outlet pipe shall be provided, either when the unit is cast or later, to meet project requirements. Bottom channels may be formed of concrete precast in the base or by field construction. Bases may also be poured in place. All inlets and outlets are to be identified.

OPENINGS IN BASE SECTIONS for 18" and smaller inlet pipes shall be precast. Flexible connections shall be provided for sanitary and combined sewers.

JOINT SEAL between precast manhole sections on sewers shall be resilient and flexible gasket joints per ASTM C-443 or latest edition.

The manhole seal at the top of the manhole (casting, equipment rings, etc.) shall be a "WRAPAROUND" heat shrinkable seal manufactured by Conserve-CPB or approved equal.

All other joints shall be sealed with CONCREAL CS102 butyl sealant manufactured by Conserve Sealants, Inc. or an approved equal.

A watertight flexible sleeve "GOR-N-SEAL", "PRESS WEDGE" or equal to be provided at all connections between manholes and pipes and shall meet the requirements of ASTM C-623.

MATERIALS for bases and other precast sections, including reinforcement not specified hereon, shall comply with the specifications.

LANDING PLATFORMS as shown on the Landing Details shall be installed in manholes that are over 28 feet deep to the invert with maximum vertical spacing of 20 feet.

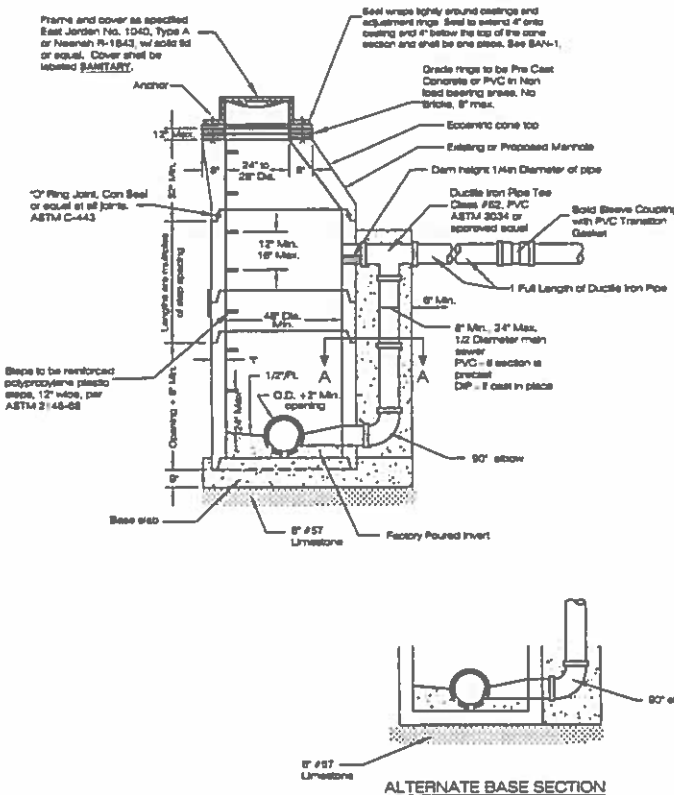
PRECAST MANHOLE shall conform to the requirements of ASTM C-476. Concrete shall be 4000# P.S.I.

SEAL in holes with approved concrete plugs and bit.

ANCHORS 1/2" dia. threaded with washers and hex nut (4in x 1/2) and anchor secured into the eccentric cone top.

CASTINGS for manholes shall be cleaned and painted in field with one coat of asphalt varnish or coal tar pitch paint.

REV	DATE	BY	DESCRIPTION
1	12/01/08	CB	STEP SPECIFICATION
CITY OF NORTH RIDGEVILLE, OHIO DEPARTMENT OF ENGINEERING			
PRECAST CONCRETE MANHOLE			
SCALE: NOT TO SCALE			
DATE: 10/01/08 DRAWN BY: JAB/TEB SAN-1			



Notes:

A drop manhole shall be constructed in sewers when the distance between the inverts is 24" or greater.

The following notes on the Precast Concrete Manholes shall pertain to the Drop Manholes, Top or Transition Connections in rear sections, Joint Seal, Materials and Landing Platforms.

Poured in place concrete shall be 4000# concrete.

ANCHORS 1/2" dia. threaded with washers and hex nut (4in x 1/2) and anchor secured into the eccentric cone top.

CASTINGS for manholes shall be cleaned and painted in field with one coat of asphalt varnish or coal tar pitch paint.

Sanitary Manholes

Castings in pavement shall be solid lid and gasketed.

Manhole Testing

All sanitary manholes shall be vacuum tested per ASTM C 1244.

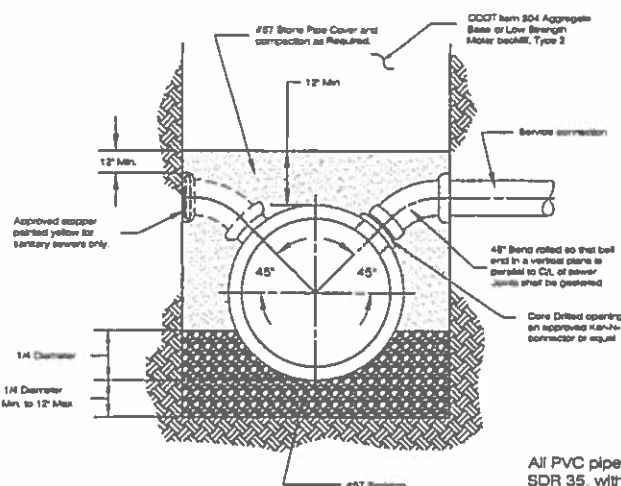
JOINT SEAL ON ALL NEW MANHOLES: The joint seal between precast manhole sections on sewers shall be resilient and flexible gasket joints per ASTM C-443 or latest edition.

The manhole seal at the top of the manhole (casting, equipment rings, etc.) shall be a "WRAPAROUND" heat shrinkable seal manufactured by Conserve-CPB or approved equal.

All other joints shall be sealed with CONCREAL CS102 butyl sealant manufactured by Conserve Sealants, Inc. or an approved equal.

A watertight flexible sleeve "GOR-N-SEAL", "PRESS WEDGE" or equal to be provided at all connections between manholes and pipes and shall meet the requirements of ASTM C-623.

REV	DATE	BY	DESCRIPTION
CITY OF NORTH RIDGEVILLE, OHIO DEPARTMENT OF ENGINEERING			
PRECAST CONCRETE DROP MANHOLE			
SCALE: NOT TO SCALE			
DATE: 10/01/08 DRAWN BY: JAB/TEB SAN-2			

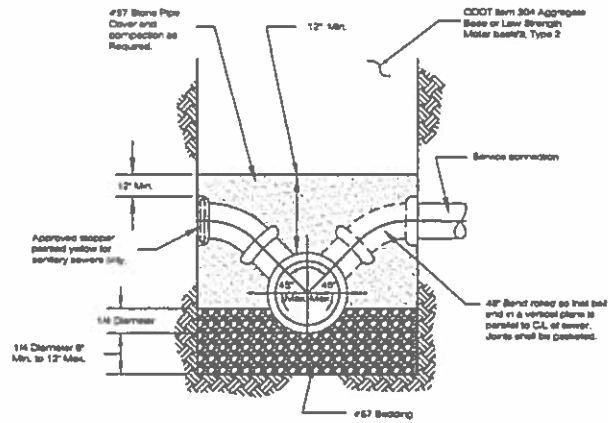


TYPICAL CORE AND TEE DETAIL
(USE ON EXISTING MAINS)

NOTES: Provide gasketed plug in sanitary sewer connection at R/W line if connection is not to be used immediately.

Employ proper trench safety per latest OSHA Standards.

Bell ends are to be placed upstream.

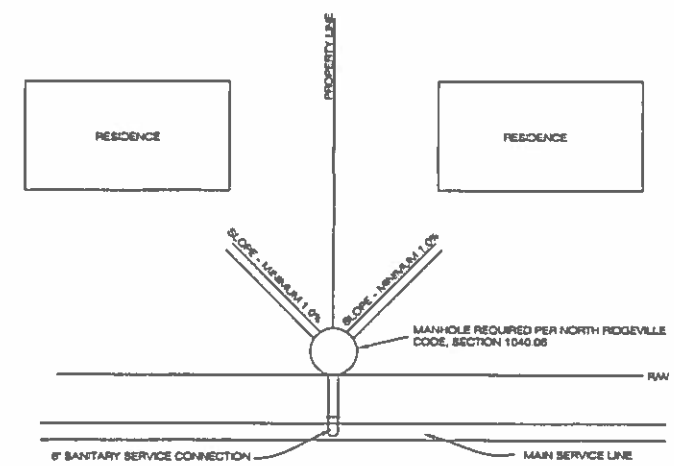


TYPICAL Y-BRANCH DETAIL

All PVC pipe shall be ASTM 3034 SDR 35 with 12" Ring Joints per ASTM D-3212

Larry Kuffel
CITY OF NORTH RIDGEVILLE, ENGINEER

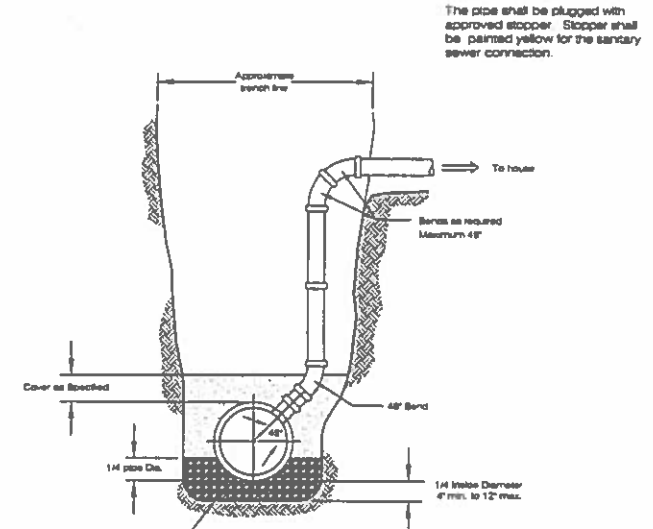
REV	DATE	BY	DESCRIPTION
CITY OF NORTH RIDGEVILLE, OHIO DEPARTMENT OF ENGINEERING			
SANITARY SERVICE CONNECTION DETAILS			
SCALE: NOT TO SCALE			
DATE: 10/01/08 DRAWN BY: JAB/TEB SAN-5			



DOUBLE SERVICE
CONNECTION

Larry Kuffel
CITY OF NORTH RIDGEVILLE, ENGINEER

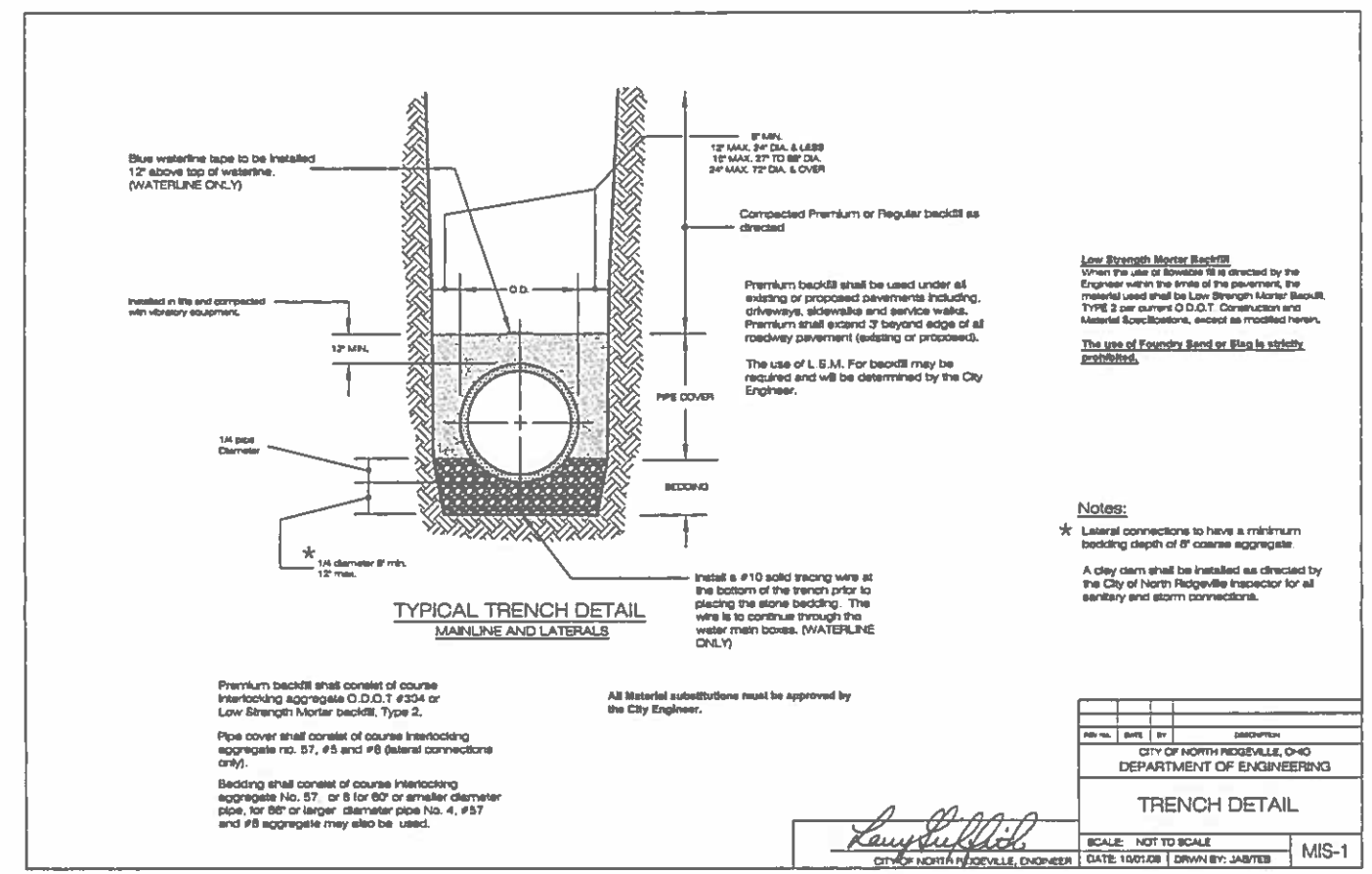
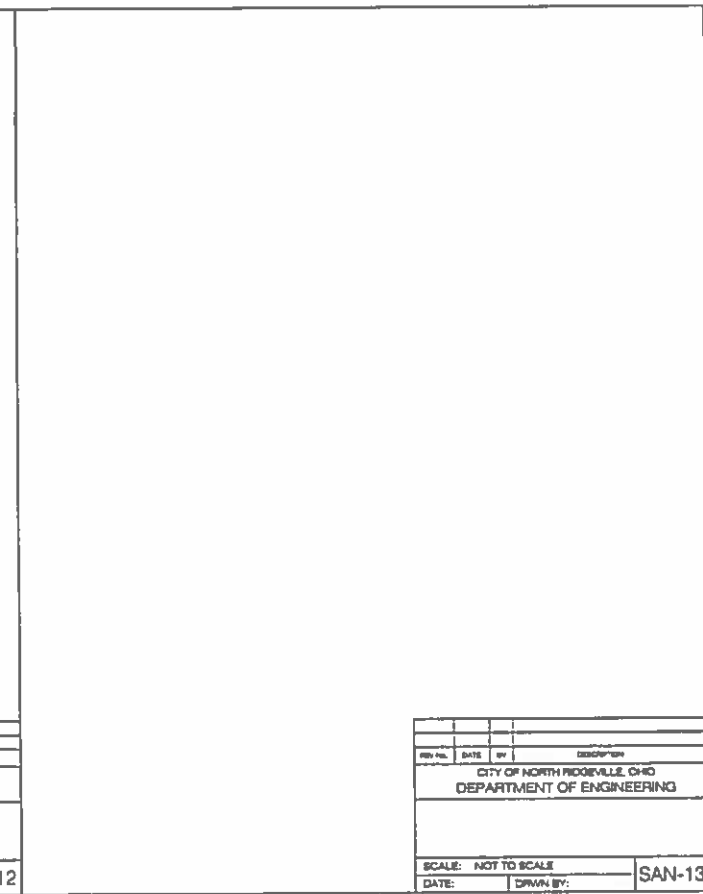
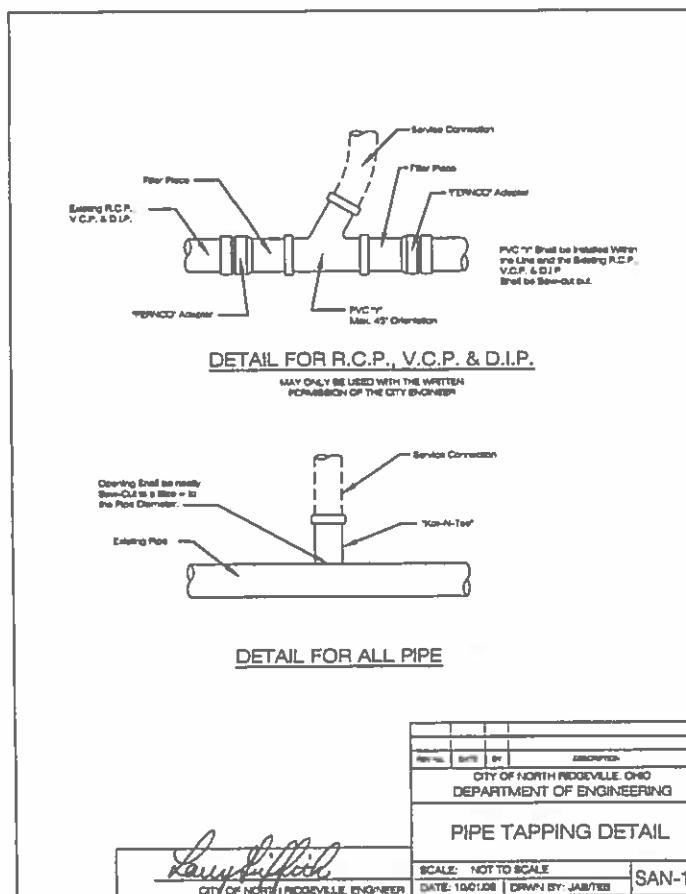
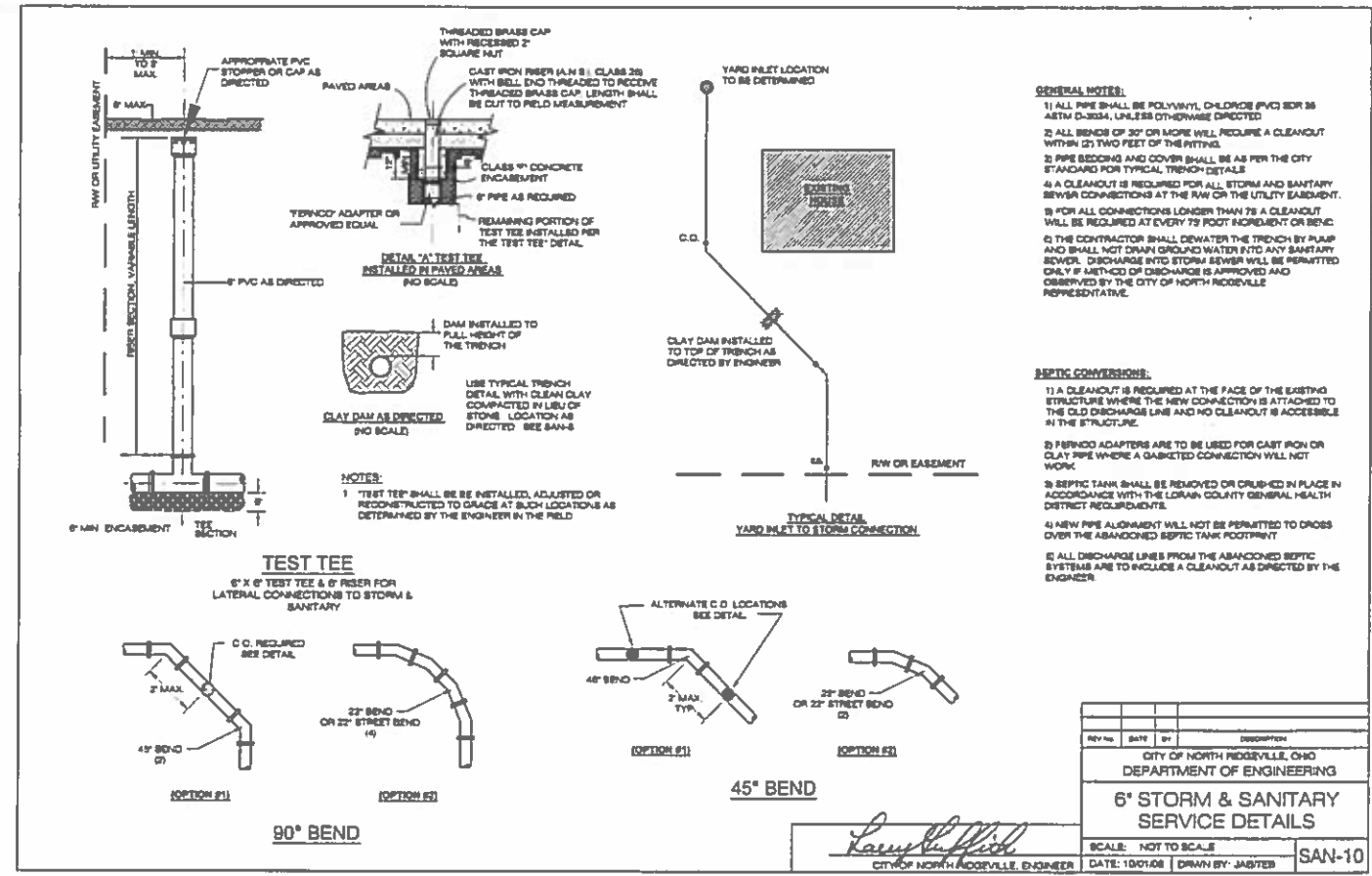
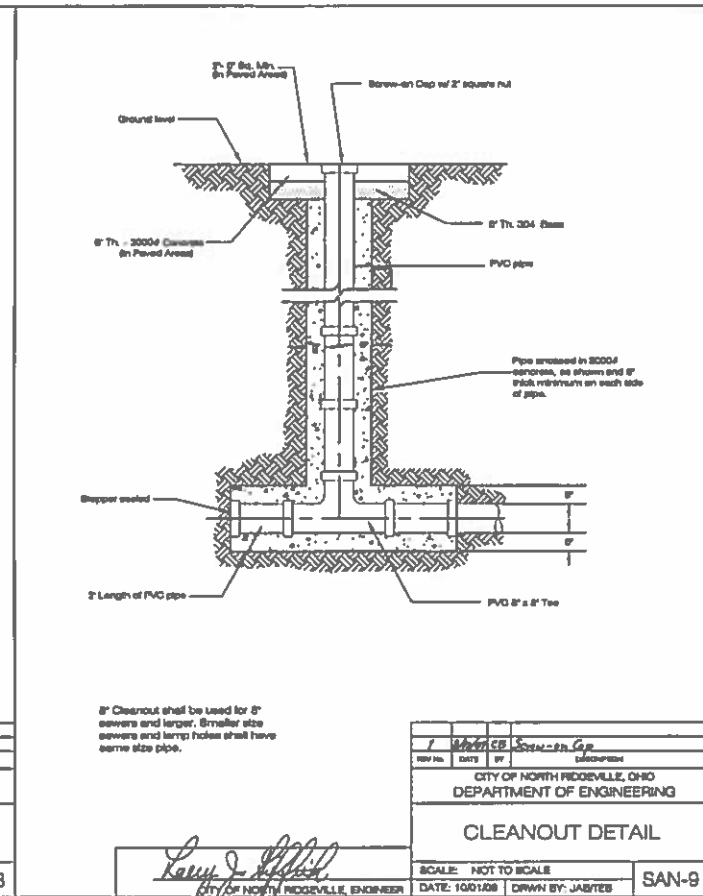
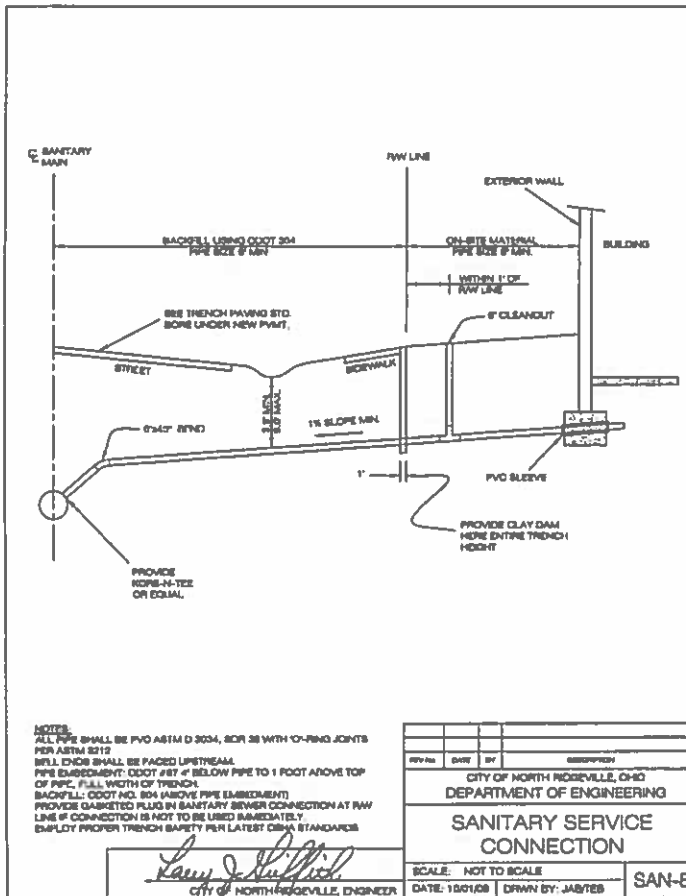
REV	DATE	BY	DESCRIPTION
CITY OF NORTH RIDGEVILLE, OHIO DEPARTMENT OF ENGINEERING			
DOUBLE SERVICE CONNECTION			
SCALE: NOT TO SCALE			
DATE: 10/01/08 DRAWN BY: JAB/TEB SAN-6			

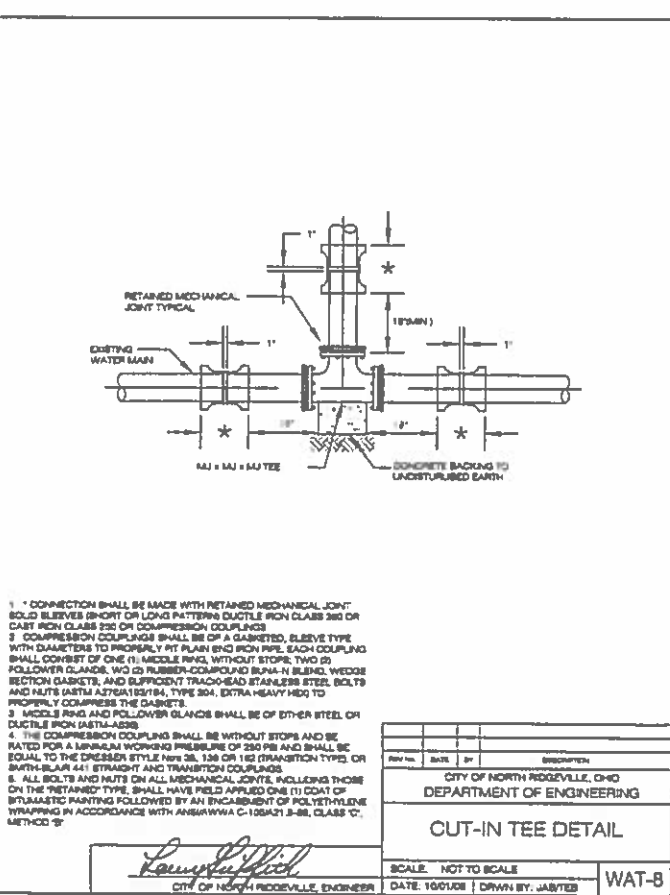
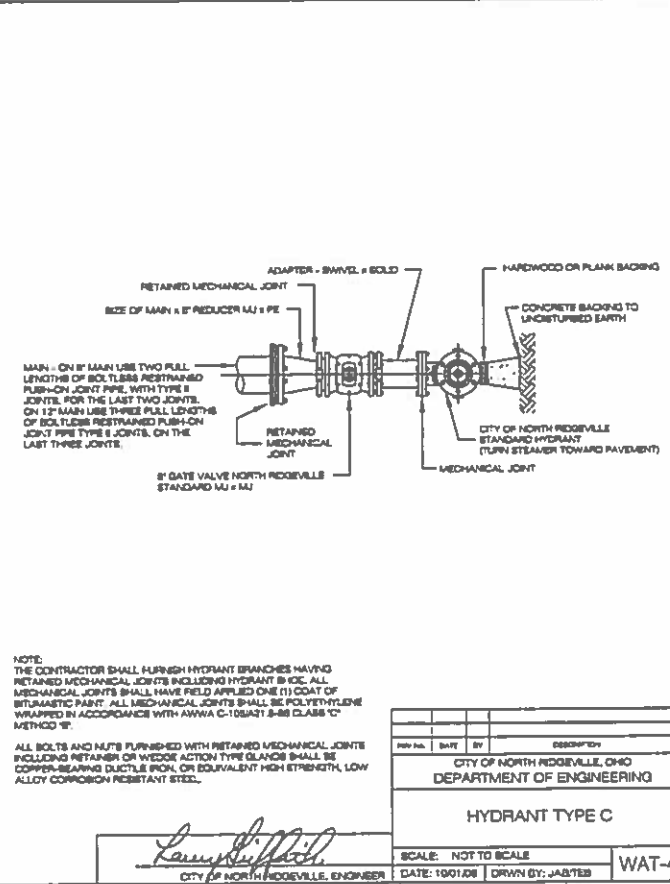


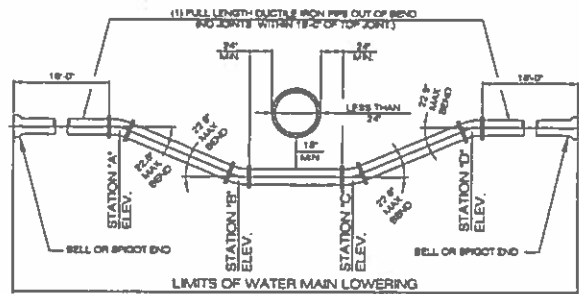
STANDARD
RISER DETAIL

Larry Kuffel
CITY OF NORTH RIDGEVILLE, ENGINEER

REV	DATE	BY	DESCRIPTION
CITY OF NORTH RIDGEVILLE, OHIO DEPARTMENT OF ENGINEERING			
STANDARD RISER DETAIL			
SCALE: NOT TO SCALE			
DATE: 10/01/08 DRAWN BY: JAB/TEB SAN-7			







- NOTE:**
- WATER MAIN SHALL BE DUCTILE IRON, MINIMUM CLASS 52, COMENT LINED PUSH-ON JOINT PIPE WITH RETAINED MECHANICAL JOINT FITTINGS.
 - WHERE DEPTH OF LOWERING REQUIRES AN INTERMEDIATE JOINT BETWEEN STATIONS 'A' & 'B' AND/OR 'C' & 'D' THE ENTIRE LOWERING SHALL BE MADE WITH DUCTILE IRON, MINIMUM CLASS 52 COMENT LINED PIPE AND DUCTILE IRON CLASS 52 COMENT LINED FITTINGS. ALL HAVING BOLTLESS RESTRAINED PUSH-ON JOINTS, TYPE I.
 - WHERE LENGTH OF LOWERING UNDER OBSTRUCTIONS REQUIRES AN INTERMEDIATE JOINT ONLY BETWEEN STATIONS 'B' & 'C' AND PIPE JOINTS ARE AS INDICATED IN NOTE 1 ABOVE, THAT INTERMEDIATE JOINTS SHALL BE MADE WITH A BOLTLESS RESTRAINED PUSH-ON JOINT, TYPE I.
 - WHERE LENGTH OF LOWERING UNDER OBSTRUCTIONS REQUIRES AN INTERMEDIATE JOINT ONLY BETWEEN 'B' & 'C' AND PIPE JOINTS ARE AS INDICATED IN NOTE 1 ABOVE, THAT INTERMEDIATE JOINTS SHALL BE MADE WITH A BOLTLESS RESTRAINED PUSH-ON JOINT, TYPE I.

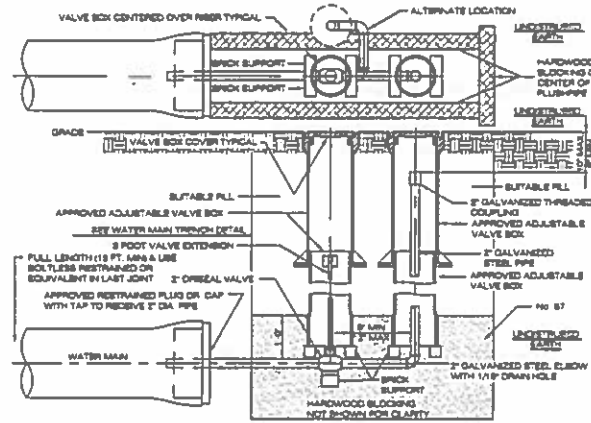
REV NO.	DATE	BY	DESCRIPTION
1	10/01/08	JAB/TEB	WAT-9

CITY OF NORTH RIDGEVILLE, OHIO
DEPARTMENT OF ENGINEERING

WATER MAIN LOWERING

SCALE: NOT TO SCALE

DATE: 10/01/08 | DRAWN BY: JAB/TEB | WAT-9



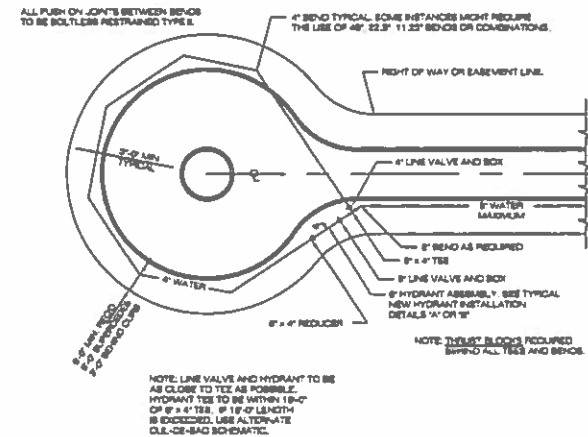
REV NO.	DATE	BY	DESCRIPTION
1	10/01/08	JAB/TEB	WAT-10

CITY OF NORTH RIDGEVILLE, OHIO
DEPARTMENT OF ENGINEERING

TYPICAL FLUSHING ASSEMBLY

SCALE: NOT TO SCALE

DATE: 10/01/08 | DRAWN BY: JAB/TEB | WAT-10



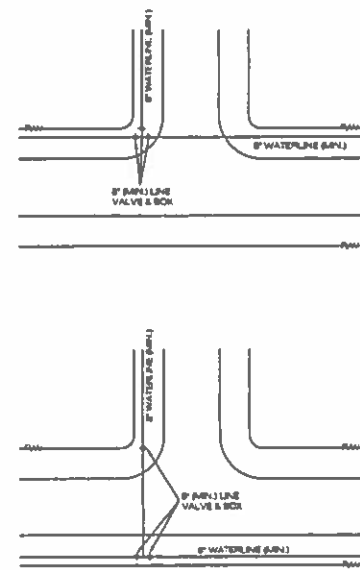
REV NO.	DATE	BY	DESCRIPTION
1	10/01/08	JAB/TEB	WAT-11

CITY OF NORTH RIDGEVILLE, OHIO
DEPARTMENT OF ENGINEERING

STANDARD CUL-DE-SAC
HYDRANT/LOOP SCHEMATIC

SCALE: NOT TO SCALE

DATE: 10/01/08 | DRAWN BY: JAB/TEB | WAT-11



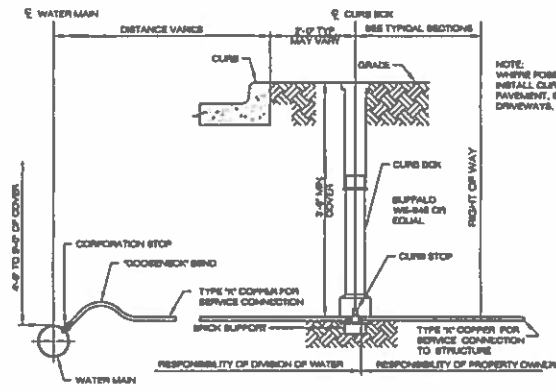
REV NO.	DATE	BY	DESCRIPTION
1	10/01/08	JAB/TEB	WAT-12

CITY OF NORTH RIDGEVILLE, OHIO
DEPARTMENT OF ENGINEERING

SHUTOFF VALVE LOCATIONS
AT 'T' INTERSECTIONS

SCALE: NOT TO SCALE

DATE: 10/01/08 | DRAWN BY: JAB/TEB | WAT-12



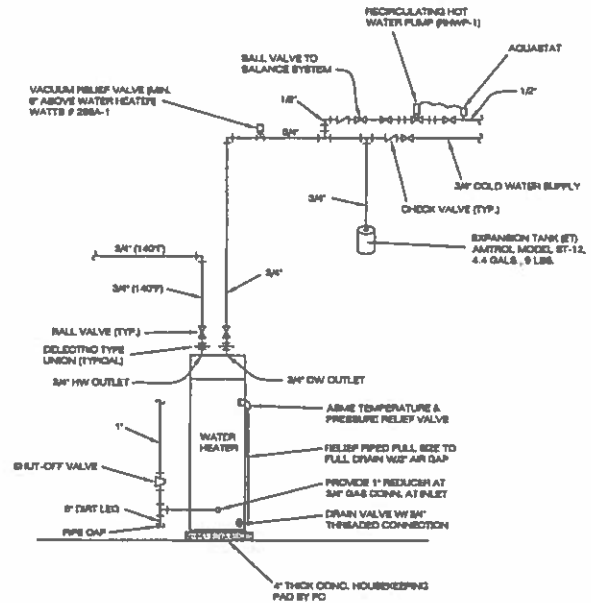
REV NO.	DATE	BY	DESCRIPTION
1	10/01/08	JAB/TEB	WAT-13

CITY OF NORTH RIDGEVILLE, OHIO
DEPARTMENT OF ENGINEERING

1" SERVICE CONNECTION

SCALE: NOT TO SCALE

DATE: 10/01/08 | DRAWN BY: JAB/TEB | WAT-13



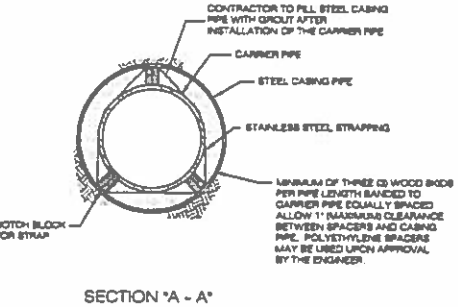
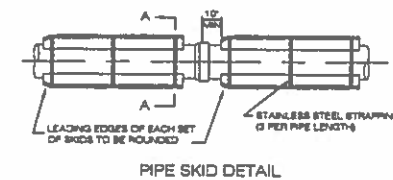
REV NO.	DATE	BY	DESCRIPTION
1	10/01/08	JAB/TEB	WAT-14

CITY OF NORTH RIDGEVILLE, OHIO
DEPARTMENT OF ENGINEERING

GAS-FIRED HOT WATER
HEATER PIPING DIAGRAM

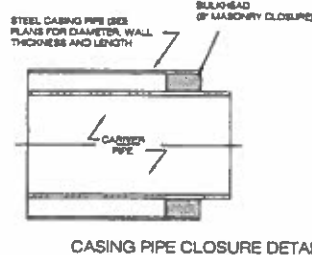
SCALE: NOT TO SCALE

DATE: 10/01/08 | DRAWN BY: JAB/TEB | WAT-14



- NOTE:**
- WELD ALL ENCASUREMENT PIPE JOINTS.
 - MINIMUM THICKNESS FOR NEW CASING PIPE IS 3/8".
 - CASING DIAMETER SHALL BE A MINIMUM OF 6" GREATER THAN THE LARGEST O.D. OF THE CARRIER PIPE.
 - PROVIDE A 3/4" COPPER DRAIN PIPE AT THE BOTTOM OF THE DOWNSTREAM BULK-HEAD.

CARRIER PIPE	STEEL CASING PIPE	MIN. THICKNESS	MIN. DIAMETER
4"	4"	3/8"	10"
6"	6"	3/8"	12"
8"	8"	3/8"	14"
10"	10"	3/8"	16"
12"	12"	3/8"	18"
14"	14"	3/8"	20"
16"	16"	3/8"	22"
18"	18"	3/8"	24"
20"	20"	3/8"	26"



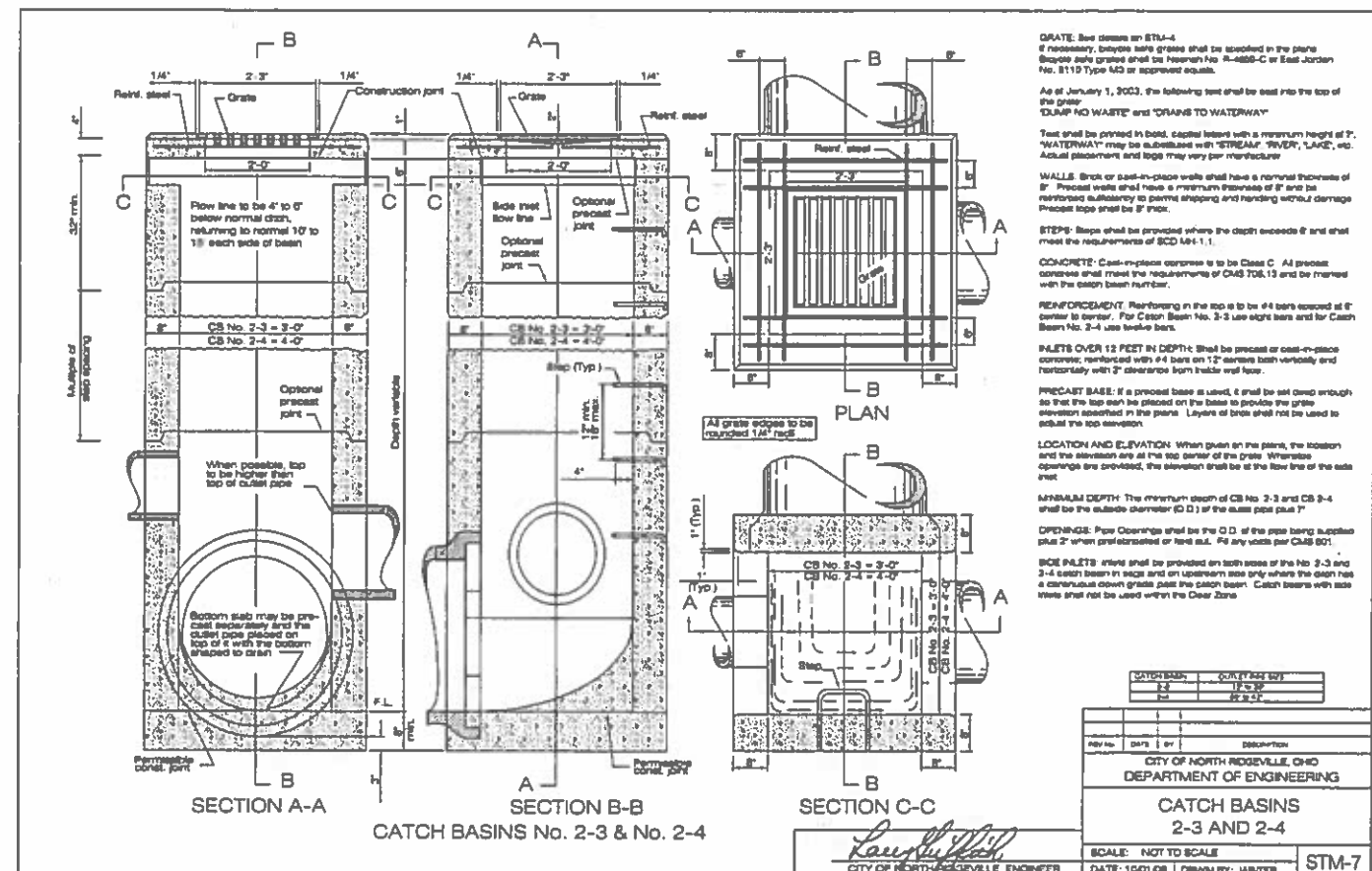
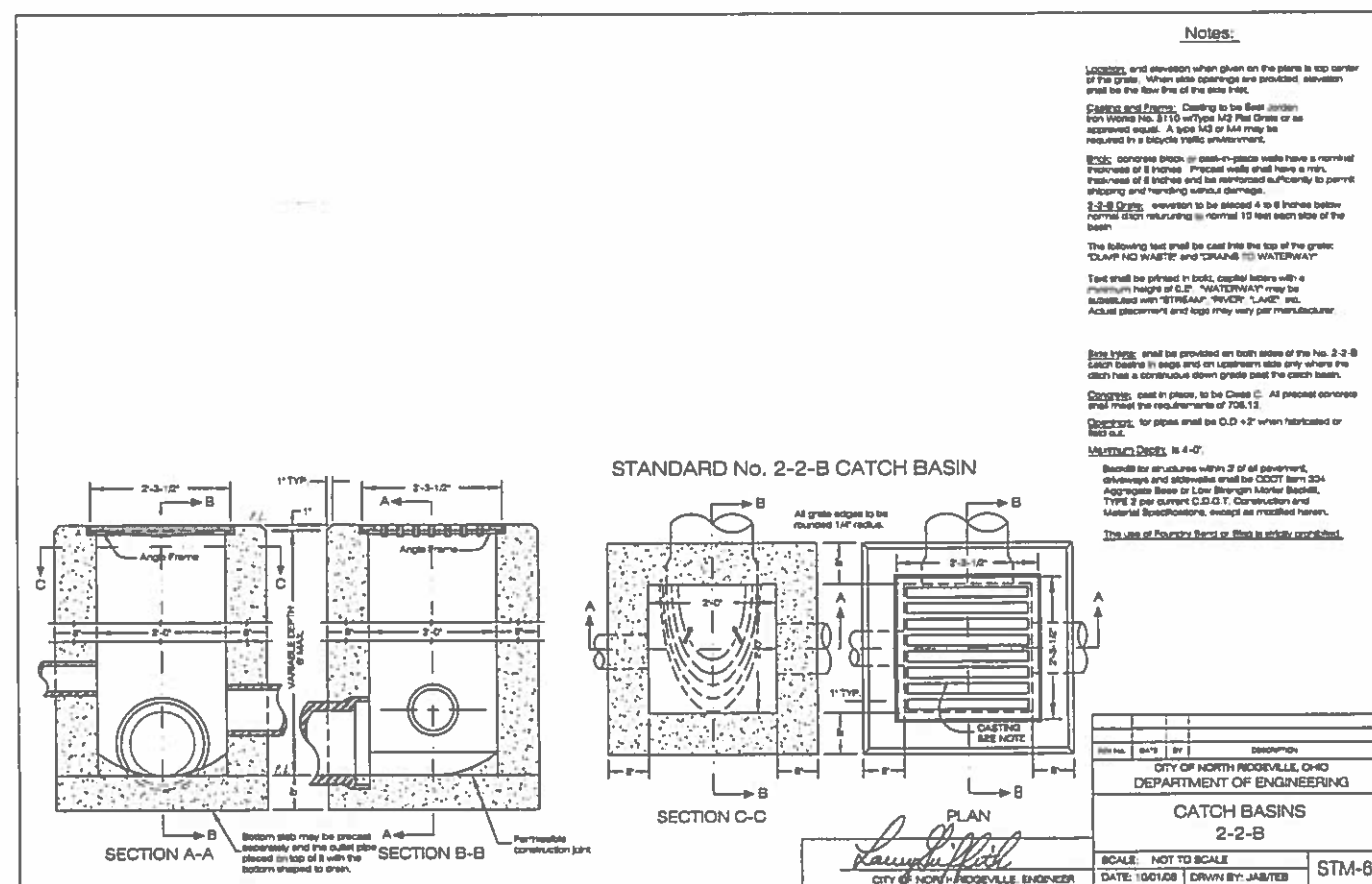
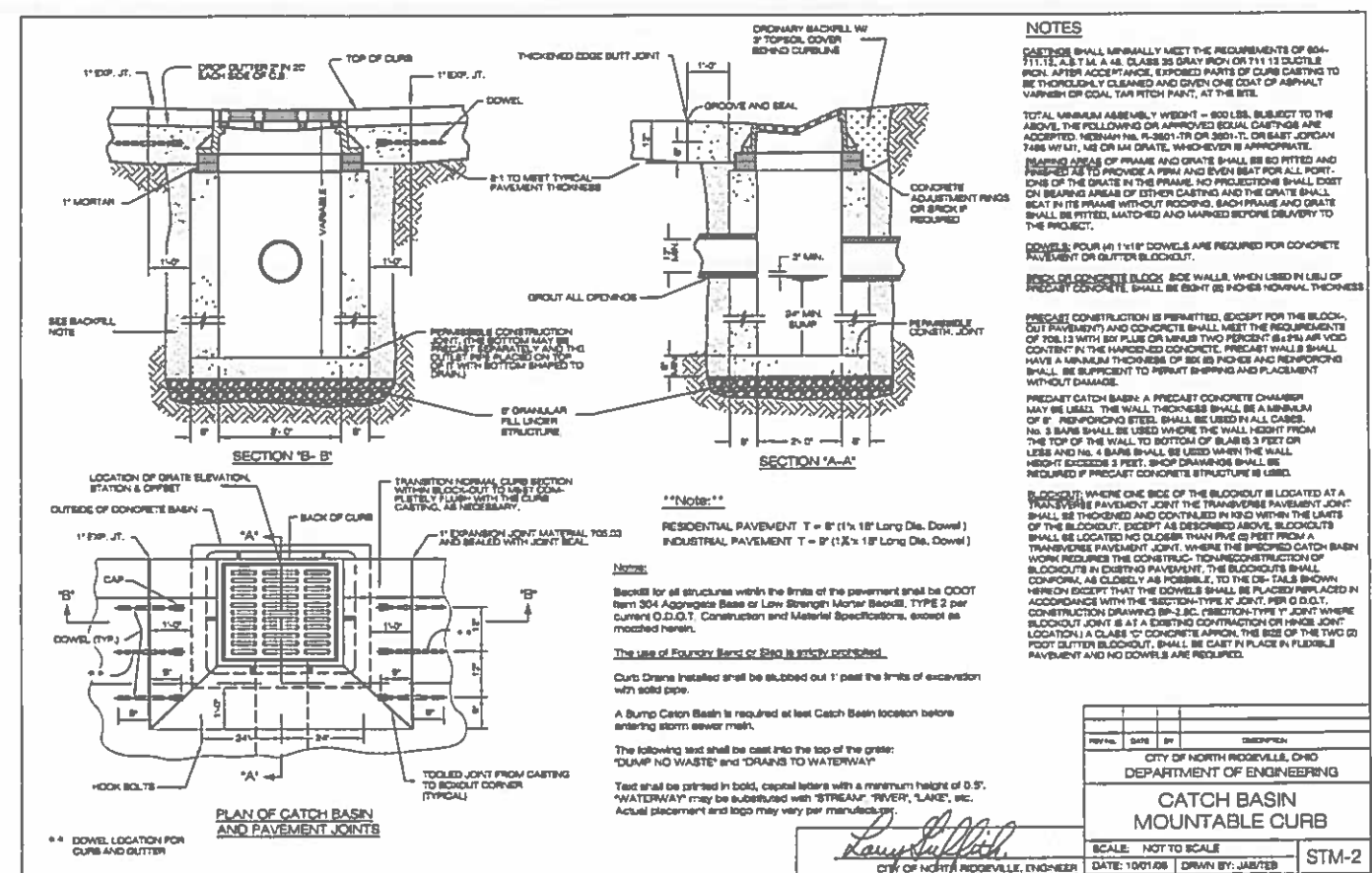
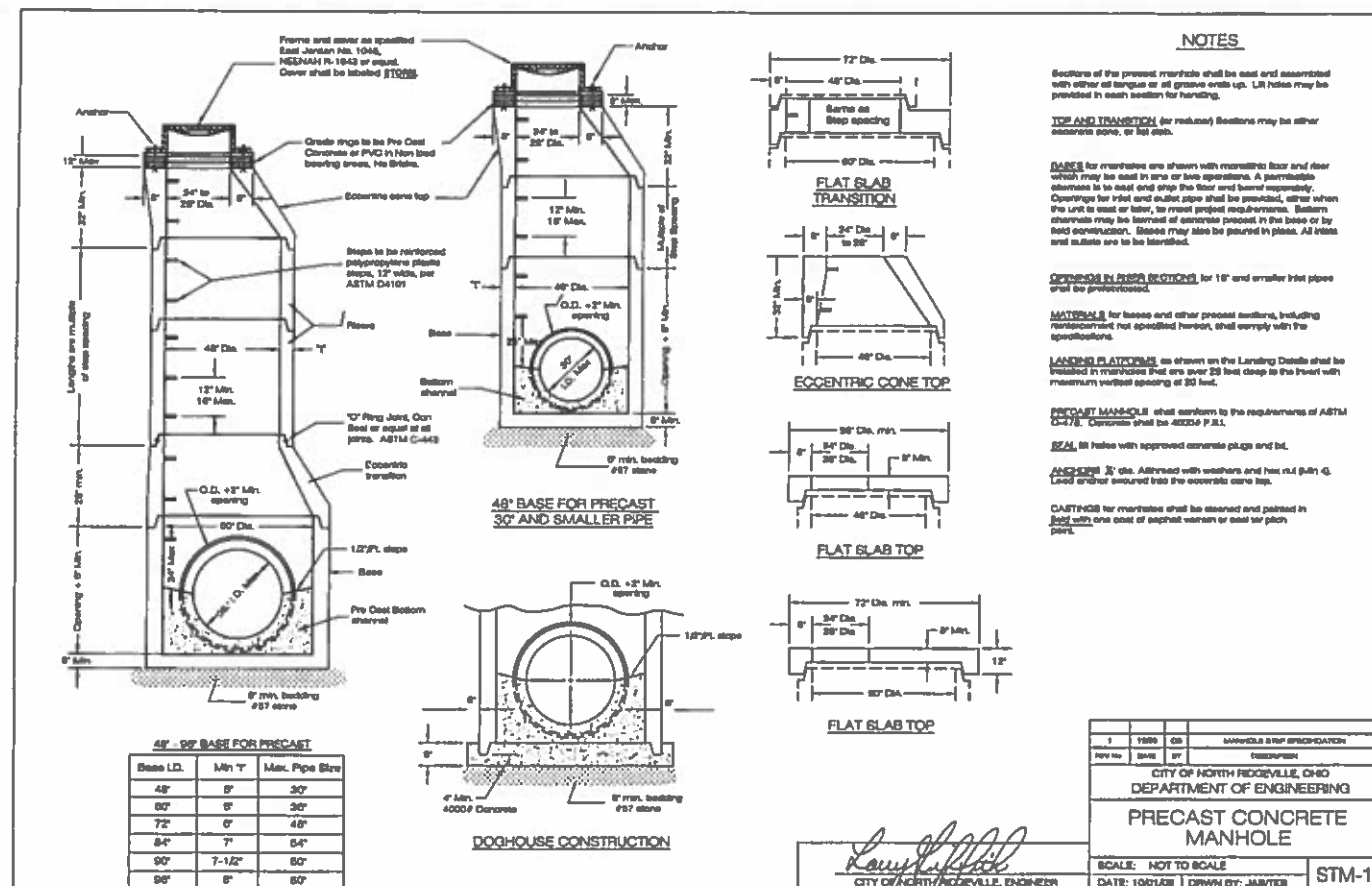
REV NO.	DATE	BY	DESCRIPTION
1	10/01/08	JAB/TEB	MIS-2

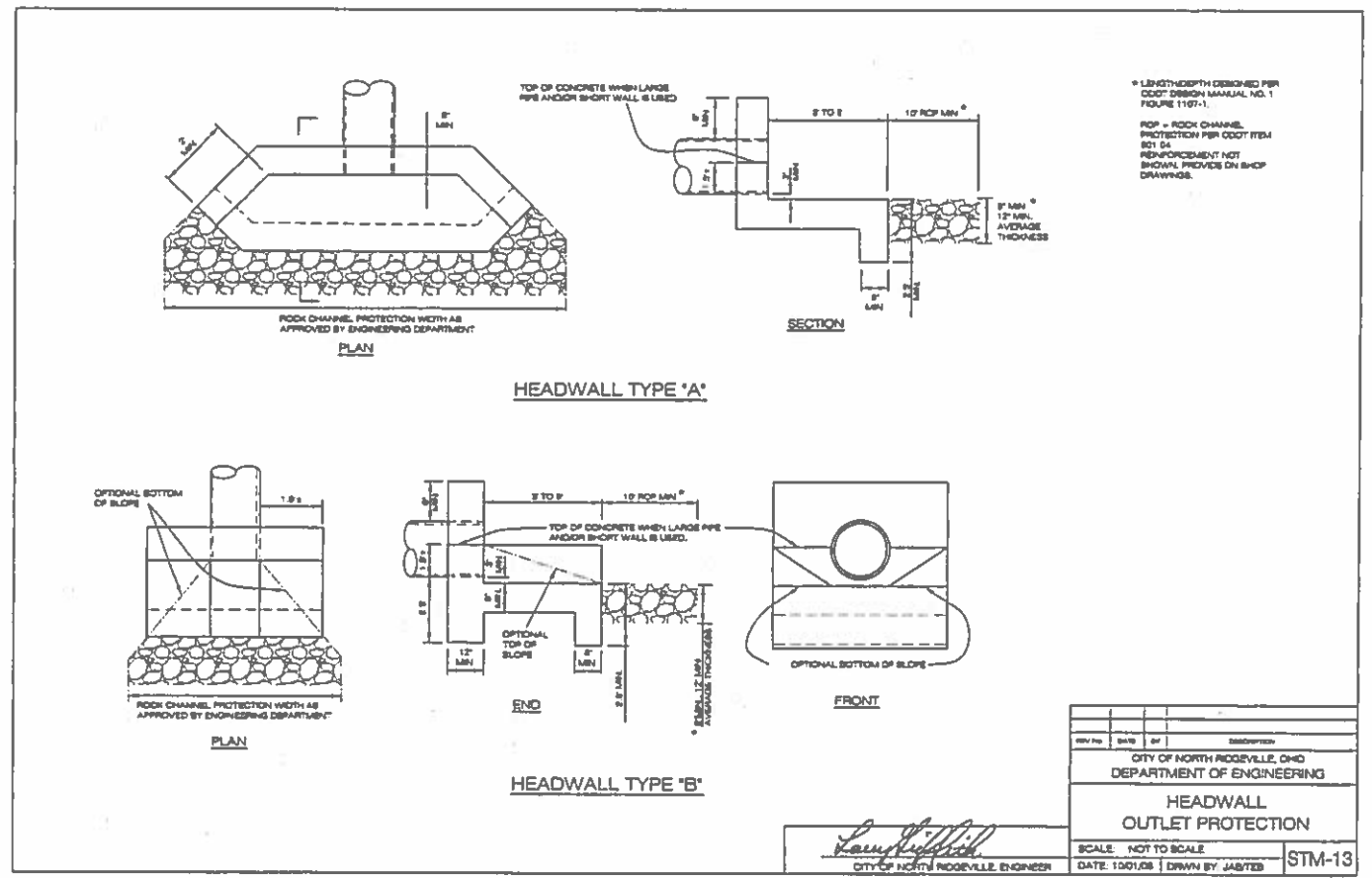
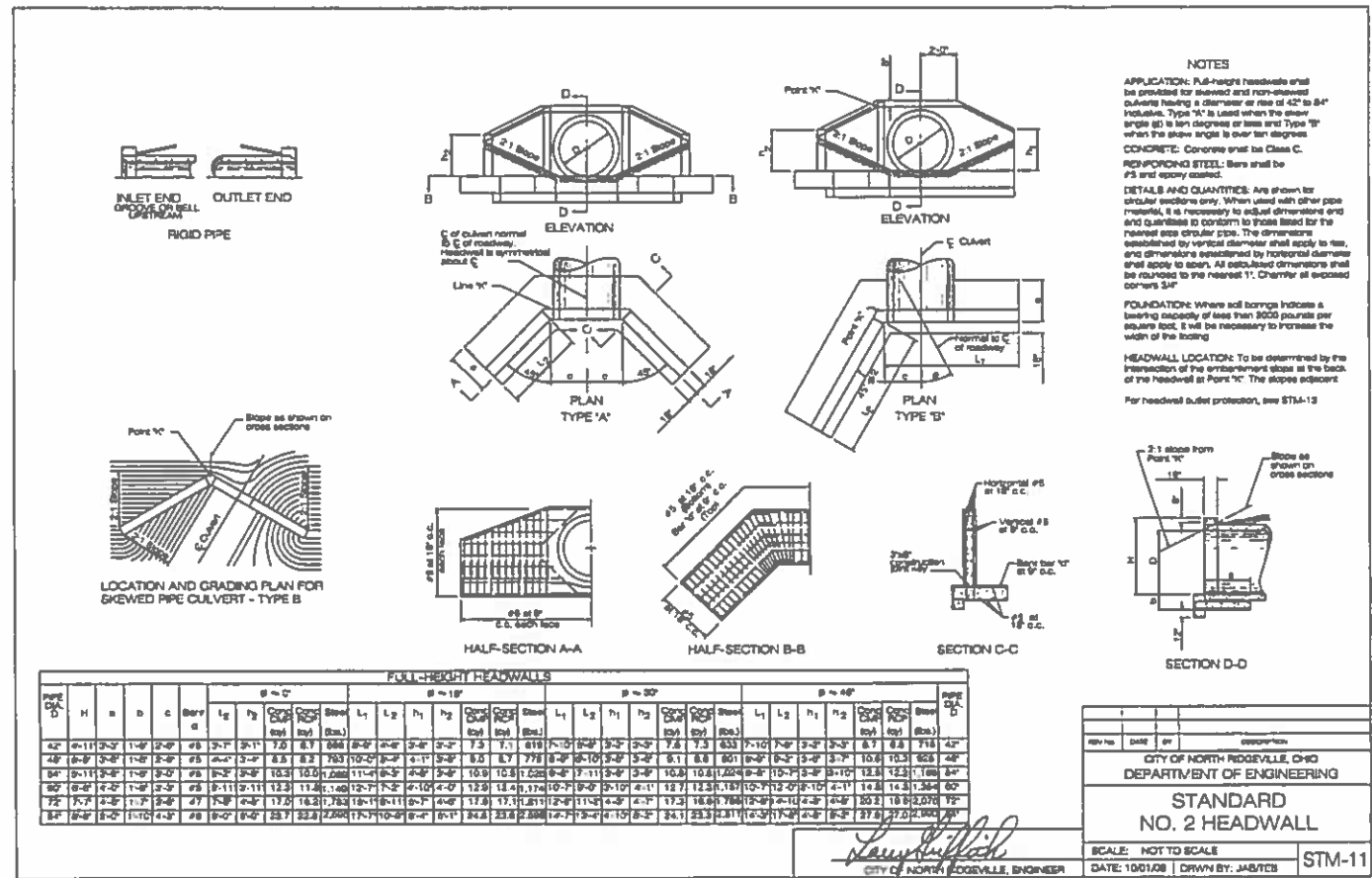
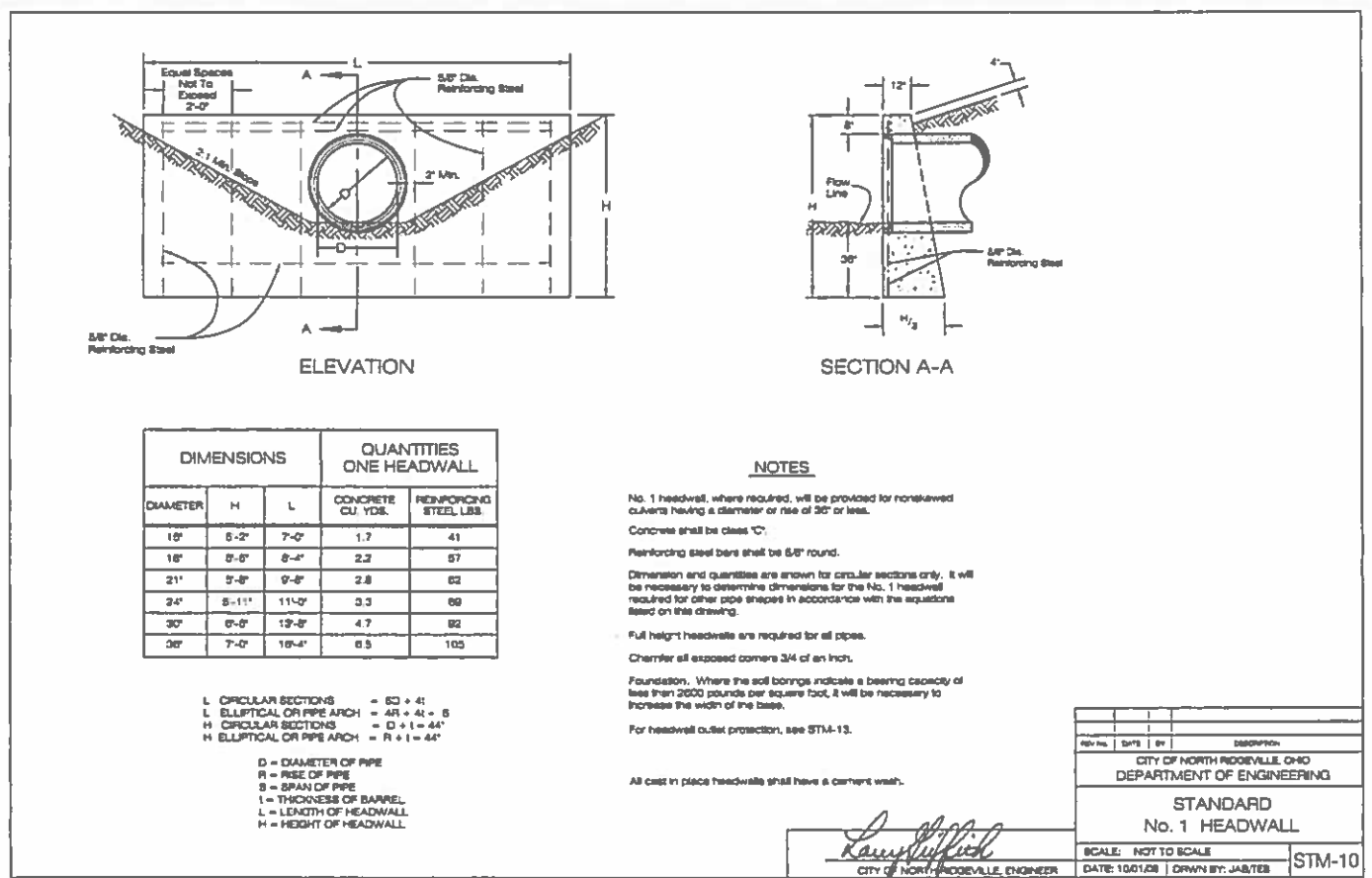
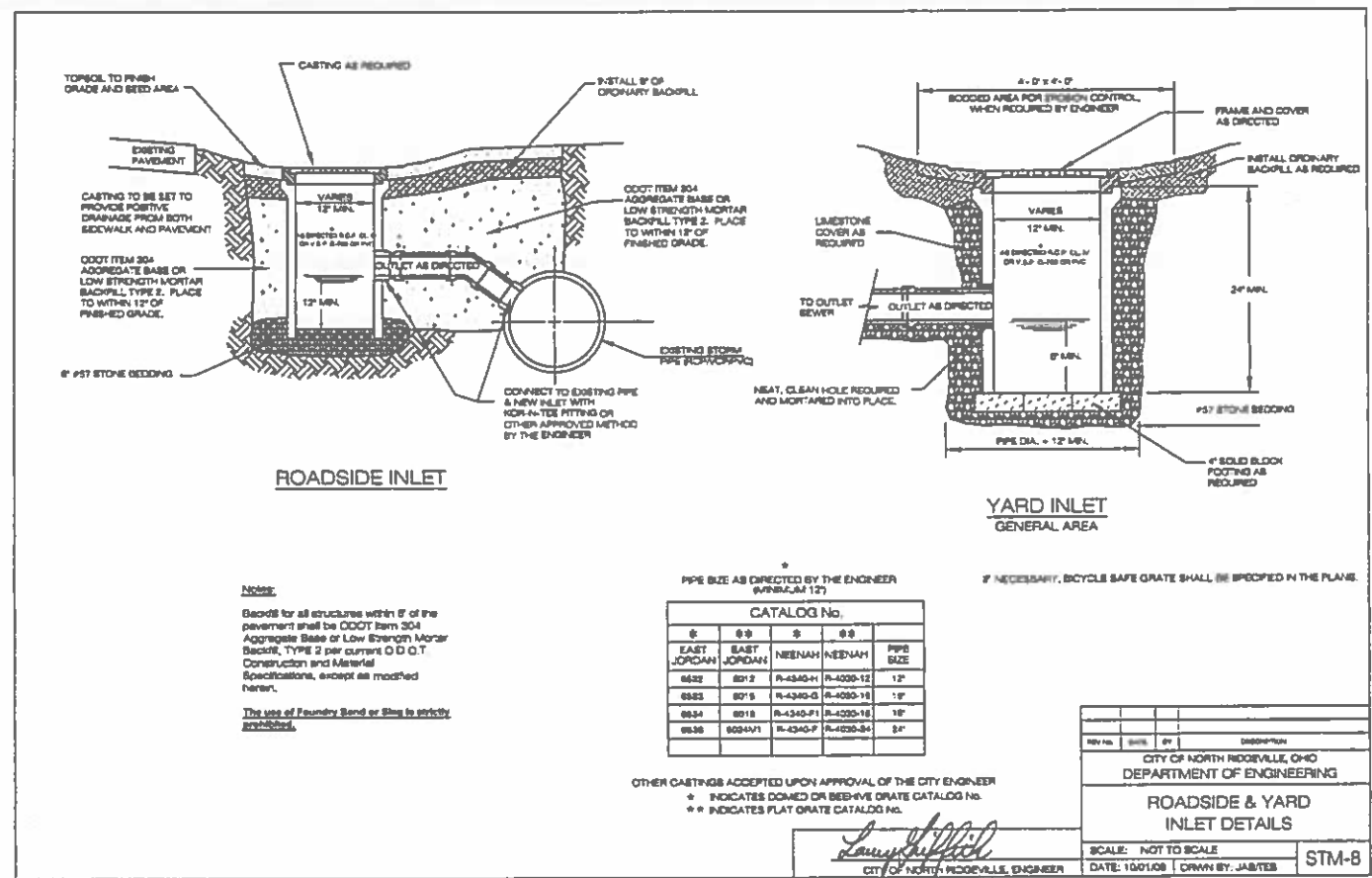
CITY OF NORTH RIDGEVILLE, OHIO
DEPARTMENT OF ENGINEERING

BORING DETAIL

SCALE: NOT TO SCALE

DATE: 10/01/08 | DRAWN BY: JAB/TEB | MIS-2







LOCATION MAP
(NTS)

LATITUDE: 41°21'59.58" N
LONGITUDE: 82°3'28.12" W



APPROVALS

CHRISTOPHER M. SCHMIDT, P.E. _____ DATE _____



DANIEL A. RODRIGUEZ, P.E. _____ DATE _____
CITY ENGINEER

OHIO EPA NPDES (3GC13088-AQ) PERMIT LETTER DATED: 06/03/2022

PROJECT DESCRIPTION:
THE PROJECT IS CONSTRUCTION OF RESIDENTIAL SINGLE-FAMILY HOMES WITH PAVEMENT, STORM SEWER, SANITARY SEWER, AND WATER MAINS.
DUTY TO INFORM:
NPDES AND SURFACE WATER POLLUTION PREVENTION PLAN CONTRACTORS AND SUBCONTRACTORS RESPONSIBLE FOR ANY EARTH DISTURBING ACTIVITY HAVE THE DUTY TO INFORM CONTRACTORS AND SUBCONTRACTORS (OHIO EPA PERMIT NO. OH0600005 PART III, E)

OHIO EPA FACILITY PERMIT NUMBER:



800-925-0988 or 8-1-1
www.ogpups.org



1-800-362-2764
CALL TWO WORKING DAYS BEFORE YOU DIG
(FOR MEMBERS MUST BE CALLED DIRECTLY)

STORMWATER POLLUTION PREVENTION PLAN FOR

EAGLE MEADOW

CITY OF NORTH RIDGEVILLE, COUNTY OF LORAIN,
STATE OF OHIO

PROJECT DATA

PROJECT AREA	32.72 AC
EARTH DISTURBED AREA	26.90 AC
IMPERVIOUS AREA FOR PRE-CONSTRUCTION SITE	0
PERCENT IMPERVIOUS PRE-CONSTRUCTION SITE	0%
IMPERVIOUS AREA FOR POST-CONSTRUCTION SITE	16.55 AC
% IMPERVIOUS POST-CONSTRUCTION SITE	50.85 %
"C" COEFFICIENT FOR PRE-CONSTRUCTION SITE	0.30
"C" COEFFICIENT FOR POST-CONSTRUCTION SITE	0.80
CURVE NUMBER PRE-DEVELOPMENT	65
CURVE NUMBER POST-DEVELOPMENT	72
PRIOR LAND USE	RURAL / OPEN SPACE
TYPE OF CONSTRUCTION ACTIVITY	RESIDENTIAL
IMMEDIATE RECEIVING WATERS	BLACK RIVER
SUBSEQUENT RECEIVING WATERS	LAKE ERIE
PROJECT START DATE	
PROJECT END DATE	

SWPPP SHEET INDEX

Sheet Number	Sheet Title
40	SWPPP TITLE SHEET
41	STORM WATER POLLUTION PREVENTION PLAN
42	POND 1 DETAILS
43	POND 2 DETAILS
44	NORTH RIDGEVILLE SWPPP GENERAL NOTES
45	SWPPP DETAILS
46	SWPPP DETAILS
47	SWPPP DETAILS
48	SWPPP DETAILS
49	SWPPP NOTES
50	SWPPP LOGS

CERTIFICATION:
THE UNDERSIGNED HAS BEEN INFORMED AND UNDERSTANDS THEIR ROLE AND RESPONSIBILITY IN COMPLYING WITH THIS STORM WATER POLLUTION PREVENTION PLAN (SWP3):

SIGNATURE	PRINTED NAME	TITLE	COMPANY	DATE

CONTACT INFORMATION

	SWP3 CONTACT	EMERGENCY 24-HOUR CONTACT	FACILITY CONTACT	SITE SUPERVISOR
CONTACT				
COMPANY				
ADDRESS				
PHONE NUMBER				

OWNER

GREYFOX NORTH RIDGEVILLE LLC
P.O. BOX 1102
CHARDON, OHIO 44035

CONTACT: GREG SOMMERS
800-506-9123

DESIGN ENGINEER

DAVEY RESOURCE GROUP
1310 SHARON COPLEY ROAD
P.O. BOX 37
SHARON CENTER, OHIO 44274

CONTACT: CHRIS SCHMIDT, P.E.
330-590-8004

DEVELOPER:

SOMMERS DEVELOPMENT GROUP LLC
P.O. BOX 1102
CHARDON, OHIO 44024
GREG SOMMERS
800-506-9123

CONTRACTOR:

KELLY BROTHERS CONSTRUCTION, INC.
310 HURON STREET
ELYRIA, OHIO 44035

CONTACT: 440-322-1030

SITE INFORMATION

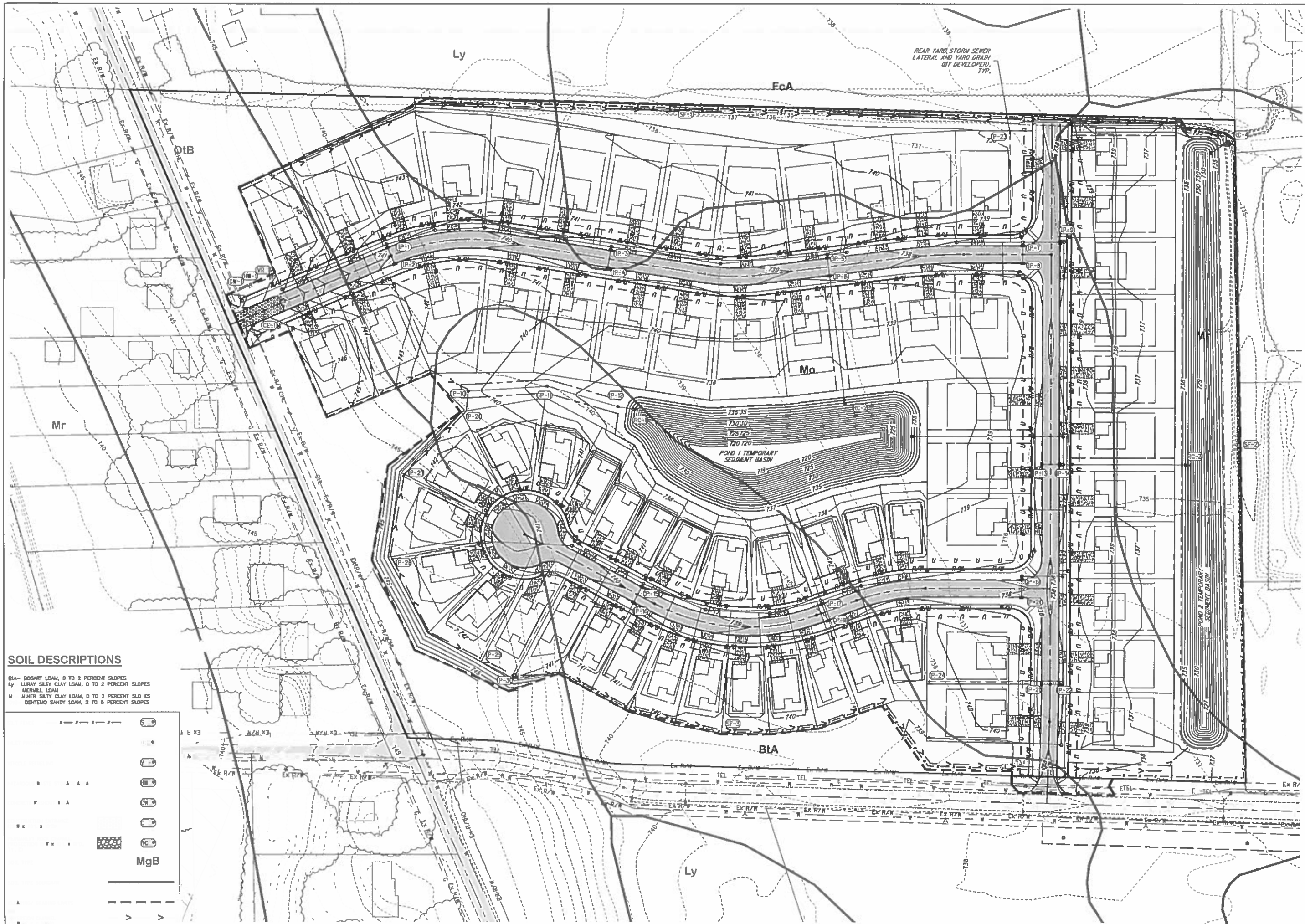
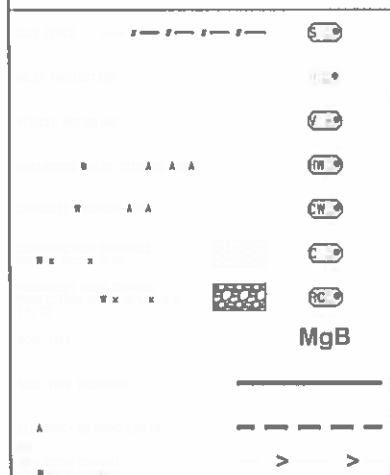
SINGLE-FAMILY DETACHED AND CLUSTER DEVELOPMENT

PROPOSED UNITS:
41 SINGLE-FAMILY UNITS (SUBLOTS 1-18, 45-67)
26 CLUSTER UNITS (SUBLOTS 19-44)
67 TOTAL UNITS

AREA: 32.7 AC (1,425,719 SF)

SOIL DESCRIPTIONS

BtA - BOGART LOAM, 0 TO 2 PERCENT SLOPES
 Ly - LURAY SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES
 M - MERMILL LOAM
 W - WINTER SILTY CLAY LOAM, 0 TO 2 PERCENT SLOPES
 S - SOUTHERN SANDY LOAM, 2 TO 6 PERCENT SLOPES



Davey Resource Group

1315 SHAWAN CREEK ROAD, 17A, BOX 37

SHAWAN, ONTARIO, L0M 1G7

PHONE: (505) 350-1000 FAX: (505) 350-1001

DAVEY

Resource Group

0 30 60 120

SCALE 1" IN FEET

1 inch = 60 ft.

N

EAGLE MEADOW

STORM WATER POLLUTION PREVENTION PLAN

PROJECT NUMBER

2143

DATE

2023-04-25

41

50

CITY OF NORTH RIDGEVILLE SWP3 STANDARD GENERAL NOTES

GENERAL EROSION AND SEDIMENT CONTROL NOTES

EROSION CONTROL SHALL CONSIST OF TEMPORARY CONTROL MEASURES AS DETAILED ON THE PLANS OR ORDERED BY THE GOVERNING AGENCY DURING THE LIFE OF THE CONTRACT TO CONTROL SOIL EROSION AND SEDIMENTATION THROUGH USE OF EROSION CONTROL BEST MANAGEMENT PRACTICES (BMP'S).

TEMPORARY EROSION AND SEDIMENT CONTROL ITEMS, THE LOCATION AND SIZE OF WHICH ARE DETAILED ON THE PLANS, SHALL BE INSTALLED BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF ANY CLEANING OR EARTHWORK OPERATIONS. CONDITIONS THAT DEVELOP DURING CONSTRUCTION THAT WERE NOT FORESEEN DURING DESIGN STAGE THAT REQUIRE ADDITIONAL OR MODIFIED TEMPORARY OR PERMANENT BMP'S SHALL BE APPROVED BY THE CITY ENGINEER AND REFLECTED ON THE REVISED SWP3.

SEDIMENT PONDS, SEDIMENT TRAPS, AND PERIMETER SEDIMENT CONTROLS, SHALL BE IMPLEMENTED AS THE FIRST STEP OF GRADING AND WITHIN 7 DAYS FROM THE START OF GRUBBING. THEY SHALL CONTINUE TO FUNCTION UNTIL DISTURBED AREAS ARE RE-ESTABLISHED WITH TEMPORARY VEGETATION. NO SEDIMENT CONTROLS SHALL BE PLACED IN A STREAM.

TRENCH DEWATERING OR GROUND WATER, WHICH CONTAINS SEDIMENT SHALL PASS THROUGH A SEDIMENT SETTLING POND OR EQUALLY EFFECTIVE SEDIMENT CONTROL DEVICE. ALTERNATIVES MAY INCLUDE DEWATERING INTO SUMP PIT, FILTER BAG OR EXISTING VEGETATED UPSLOPE AREA. SEDIMENT LADEN WATER SHALL NOT BE DISCHARGED TO STREAMS OR THE STORM SEWER SYSTEM.

THE SWP3, NOTES AND DETAILED DRAWINGS ARE INTENDED TO SERVE AS BASIC GUIDELINES. ALL EROSION CONTROL PRACTICES SHALL MEET THE STANDARDS AND SPECIFICATIONS OF THE CDNR RAINWATER AND LAND DEVELOPMENT MANUAL.

ADDITIONAL EROSION CONTROL BMP'S MAY BE MANDATED BY THE GOVERNING AGENCY AT ANY TIME DURING THIS PROJECT AS UNFORESEEN SITUATIONS MAY ARISE THAT WARRANT FURTHER EROSION AND SEDIMENT CONTROL PRACTICES.

CLEARING AND GRUBBING

LIMITS OF CLEARING AND GRADING SHALL BE CLEARLY MARKED ON THE SITE WITH SIGNAGE, FLAGGING AND/OR ORANGE CONSTRUCTION FENCING.

THE CONTRACTOR SHALL LIMIT THE SURFACE AREA OF ERODIBLE EARTH MATERIAL EXPOSED BY EXCAVATION, BORROW, AND FILL OPERATIONS AND PROVIDE IMMEDIATE PERMANENT OR TEMPORARY CONTROL MEASURES TO PREVENT CONTAMINATION OF ADJACENT STREAMS OR OTHER WATER COURSES, LAKES, PONDS, WETLANDS OR OTHER AREAS OF WATER IMPOUNDMENT.

CONSTRUCTION ENTRANCE

A STORMED CONSTRUCTION ENTRANCE SHALL BE INSTALLED FOR ALL INGRESS & EGRESS TO THE SITE. THE MINIMUM DIMENSIONS OF THE DRIVE SHALL BE 20 FT. WIDE AND 50 FT. LONG. THE STONE SHALL BE 6 INCHES DEEP WITH AN UNDERLAIN GEOTEXTILE FABRIC. THE DRIVE SHALL BE INSTALLED PRIOR TO ANY CLEARING AND GRUBBING. SEDIMENTS SHALL BE REMOVED FROM THE ROADWAYS DAILY.

STABILIZATION

PERMANENT AND TEMPORARY STABILIZATION ARE DEFINED IN PART VI OF THE OESA AUTHORIZATION FOR FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM.

OHIO EPA PERMIT NO. CH000003 EFFECTIVE DATE 4/21/08 - EXPIRATION DATE 4/20/13 DISTURBED AREAS MUST BE STABILIZED AS SPECIFIED IN THE FOLLOWING TABLES BELOW:

TABLE 1: PERMANENT STABILIZATION

AREA REQUIRING PERMANENT STABILIZATION	TIME FRAME TO APPLY EROSION CONTROL
ANY AREA THAT WILL BE DORMANT FOR ONE YEAR OR MORE	WITHIN SEVEN DAYS OF THE MOST RECENT DISTURBANCE
ANY AREA WITHIN 50 FT. OF A STREAM AND AT FINAL GRADE	WITHIN TWO DAYS OF REACHING FINAL GRADE
ANY OTHER AREAS AT FINAL GRADE	WITHIN SEVEN DAYS OF REACHING FINAL GRADE WITHIN THAT AREA

TEMPORARY SEEDING

SEEDING AREAS SHALL BE INSPECTED AND WHERE THE SEED HAS NOT PRODUCED 80% COVER SHALL BE RESEED AS NECESSARY BY THE CONTRACTOR. AREAS SHALL BE STABILIZED WITH STRAW MULCH WHEN CONDITIONS PROHIBIT SEEDING.

STRAW MULCHING SHALL BE APPLIED AT A RATE 2-3 STANDARD 45 LB. BALES PER 1000 SQ.FT. OF DISTURBED AREA OR 2 TONS PER ACRE. ALL HYDROSEEDING MUST BE STRAW MULCHED ACCORDING TO THE ABOVE SPECIFICATIONS UNLESS IT IS WATERED WEEKLY.

ALL DETENTION PONDS, RETENTION PONDS, WATER QUALITY STRUCTURES, SEDIMENT PONDS, SEDIMENT TRAPS, EARTHEN DIVERSIONS OR EMBANKMENTS SHALL BE SEEDING AND STRAW MULCHED WITHIN 7 DAYS OF COMPLETED CONSTRUCTION.

TABLE 2: TEMPORARY STABILIZATION

AREA REQUIRING TEMPORARY STABILIZATION	TIME FRAME TO APPLY EROSION CONTROL
ANY DISTURBED AREAS WITHIN 50 FT. OF A STREAM AND NOT AT FINAL GRADE	WITHIN TWO DAYS OF THE MOST RECENT DISTURBANCE IF THE AREA WILL REMAIN IDLE FOR MORE THAN 14 DAYS
FOR ALL CONSTRUCTION ACTIVITIES, ANY DISTURBED AREAS THAT WILL BE DORMANT FOR MORE THAN 31 DAYS BUT LESS THAN ONE YEAR, AND NOT WITHIN 50 FT. OF STREAM	WITHIN SEVEN DAYS OF THE MOST RECENT DISTURBANCE WITHIN THE AREA
	FOR RESIDENTIAL SUBDIVISIONS, DISTURBED AREAS MUST BE STABILIZED AT LEAST SEVEN DAYS PRIOR TO TRANSFER OF PERMIT COVERAGE FOR THE INDIVIDUAL LOT(S)
DISTURBED AREAS THAT WILL BE IDLE OVER WINTER	PRIOR TO ONSET OF WINTER WEATHER (NOV.1) STRAW MULCH 2 TO 3 BALES PER 1000 SQ.FT. AND OR 2 TONS PER ACRE

PERMANENT STABILIZATION OF CONVEYANCE CHANNELS

OPERATORS SHALL UNDERTAKE SPECIAL MEASURES TO STABILIZE CHANNELS AND OUTFALLS AND PREVENT EROSION FLOWS. MEASURES MAY INCLUDE SEEDING, DORMANT SEEDING (AS DEFINED IN THE LATEST EDITION OF "CDNR RAINWATER AND LAND DEVELOPMENT MANUAL"), MULCHING, EROSION CONTROL MATTING, SODDING, RIPRAP NATURAL CHANNEL DESIGN WITH BIO ENGINEERING TECHNIQUES OR ROCK CHECK DAMS.

SOIL TRANSPORT ONTO PUBLIC ROADS

WHERE SOIL IS TRANSPORTED ONTO PUBLIC ROAD SURFACES, THE ROADS SHALL BE CLEANED THOROUGHLY BY EITHER SNEEPMING OR SCRAPING AT THE END OF EACH WORK DAY OR MORE FREQUENTLY, IN ORDER TO ENSURE PUBLIC SAFETY. STREET WASHING SHALL NOT BE PERMITTED.

ERODIBLE MATERIAL RAMPS IN STREETS TO ENABLE EQUIPMENT TO CROSS CURBS SHALL BE PROPERLY REMOVED IMMEDIATELY AFTER USE.

SILT FENCE & DIVERSIONS

SHEET FLOW RUNOFF FROM DENUDEED AREAS SHALL BE INTERCEPTED BY SILT FENCE OR DIVERSIONS TO PROTECT ADJACENT PROPERTIES AND WATER RESOURCES FROM SEDIMENT TRANSPORTED VIA SHEET FLOW. WHERE INTENDED TO PROVIDE SEDIMENT CONTROL, SILT FENCES SHALL BE PLACED ON A LEVEL CONTOUR. THE EPA PERMIT NO. CH000003 DOES NOT PRECLUDE THE USE OF OTHER SEDIMENT BARRIERS DESIGNED TO CONTROL SHEET FLOW RUNOFF. SILT FENCE IS NOT PERMITTED TO BE USED FOR CONTROLLING CONCENTRATED SURFACEWATER FLOW (ONLY SHEET FLOW). STORMWATER DIVERSION PRACTICES SHALL BE USED TO KEEP RUNOFF AWAY FROM DISTURBED AREAS AND STEEP SLOPES WHERE PRACTICAL. SUCH DEVICES, WHICH INCLUDE SWALES, DICES OR BERMS, MAY RECEIVE FROM AREAS UP TO 10 ACRES.

INLET PROTECTION

INLET PROTECTION IS MANDATORY.

NON-SEDIMENT POLLUTANTS CONTROLS

NO SOLID (OTHER THAN SEDIMENT) OR LIQUID WASTE, INCLUDING BUILDING MATERIALS, SHALL BE DISCHARGED IN STORMWATER RUNOFF. ALL NECESSARY BMP'S MUST BE IMPLEMENTED TO PREVENT THE DISCHARGE OF NON-SEDIMENT POLLUTANTS TO THE DRAINAGE SYSTEM OF THE SITE OR SURFACE WATERS OF THE STATE. UNDER NO CIRCUMSTANCE SHALL CONCRETE TRUCKS WASH OUT DIRECTLY INTO A DRAINAGE CHANNEL, STORM SEWER OR SURFACE WATERS OF THE STATE. NO EXPOSURE OF STORMWATER TO WASTE MATERIALS IS RECOMMENDED.

TRENCH AND GROUND WATER CONTROL

THERE SHALL BE NO TURBID DISCHARGES TO SURFACE WATERS OF THE STATE RESULTING FROM DEWATERING ACTIVITIES. IF TRENCH OR GROUND WATERS CONTAIN SEDIMENT, IT MUST PASS THROUGH A SEDIMENT SETTLING POND OR OTHER EQUALLY EFFECTIVE SEDIMENT CONTROL DEVICE, PRIOR TO BEING DISCHARGED FROM THE CONSTRUCTION SITE. ALTERNATIVELY, SEDIMENT MAY BE REMOVED BY SETTLING IN PLACE OR DEWATERING INTO A SUMP PIT, FILTER BAG OR COMPARABLE PRACTICE. GROUND WATER DEWATERING WHICH DOES NOT CONTAIN SEDIMENT OR OTHER POLLUTANTS ARE NOT REQUIRED TO BE TREATED PRIOR TO DISCHARGE. HOWEVER, CARE MUST BE TAKEN WHEN DISCHARGING GROUND WATER TO ENSURE THAT IT DOES NOT BECOME POLLUTANT-LADEN BY TRAVERSING OVER DISTURBED SOILS OR OTHER POLLUTANT SOURCES.

MAINTENANCE

ALL TEMPORARY AND PERMANENT CONTROL PRACTICES SHALL BE MAINTAINED AND REPAIRED AS NEEDED TO ENSURE CONTINUED PERFORMANCE OF THEIR INTENDED FUNCTION. ALL SEDIMENT CONTROL PRACTICES MUST BE MAINTAINED IN A FUNCTIONAL CONDITION UNTIL ALL UP SLOPE AREAS THEY CONTROL ARE PERMANENTLY STABILIZED. THE CONTRACTOR SHALL COMPLY WITH THE MAINTENANCE SCHEDULE INCLUDED IN THE APPROVED PLANS FOR THE PROPOSED EROSION CONTROLS. A WRITTEN DOCUMENT CONTAINING THE SIGNATURES OF ALL CONTRACTORS AND SUB-CONTRACTORS INVOLVED IN THE IMPLEMENTATION OF THE BMP'S MUST BE MAINTAINED AS PROOF ACKNOWLEDGING THAT THEY REVIEWED AND UNDERSTAND THE CONDITIONS AND RESPONSIBILITIES OF THE SWP3.

INSPECTION

ALL STORMWATER CONTROLS ON THE SITE ARE INSPECTED AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN ONE-HALF INCH OF RAIN PER 24 HOUR PERIOD. A WRITTEN RECORD DOCUMENTATING THE RESULTS OF THESE INSPECTIONS MUST BE CREATED AND MAINTAINED WITH THE SWP3. DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE SWP3 SHALL BE OBSERVED TO ENSURE THAT THOSE ARE OPERATING CORRECTLY. DISCHARGE LOCATIONS SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION AND SEDIMENT CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO THE RECEIVING WATERS. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFF-SITE VEHICLE TRACKING.

WASTE DISPOSAL

CONTAINERS (E.G., DUMPSTERS, DRUMS) SHALL BE AVAILABLE FOR DISPOSAL OF DEBRIS, TRASH, HAZARDOUS OR PETROLEUM WASTES. ALL CONTAINERS MUST BE COVERED AND LEAK-PROOF. ALL WASTE MATERIAL SHALL BE DISPOSED OF AT FACILITIES APPROVED FOR THE PERTINENT MATERIAL.

CLEAN HARD FILL

BROOKS, HARDENING CONCRETE, AND SOIL WASTE SHALL BE FREE FROM CONTAMINATION WHICH MAY LEACH CONSTITUENTS TO WATERS OF THE STATE. CLEAN CONSTRUCTION WASTES THAT WILL BE DISPOSED INTO THE PROPERTY, SHALL BE SUBJECT TO ANY LOCAL PROHIBITIONS FROM THIS TYPE OF DISPOSAL.

CONSTRUCTION & DEMOLITION DEBRIS

ALL CONSTRUCTION & DEMOLITION DEBRIS (C&DD) WASTE SHALL BE DISPOSED OF IN AN OHIO EPA APPROVED C&DD LANDFILL AS REQUIRED BY OHIO REVISED CODE (ORC) 3714. CONSTRUCTION DEBRIS MAY BE DISPOSED OF ON-SITE, BUT DEMOLITION DEBRIS MUST BE DISPOSED IN A OHIO EPA APPROVED LANDFILL. ALSO, MATERIALS WHICH CONTAIN ASBESTOS MUST COMPLY WITH AIR POLLUTION REGULATIONS (SEE OHIO ADMINISTRATIVE CODE (OAC) 3745-20).

CONSTRUCTION CHEMICAL COMPOUNDS

AREA SHALL BE DESIGNATED FOR MIXING OR STORAGE OF COMPOUNDS SUCH AS FERTILIZERS, LIME ASPHALT, OR CONCRETE. THESE DESIGNATED AREAS SHALL BE LOCATED AWAY FROM WATERCOURSES, DRAINAGE DITCHES, FIELD DRAINS, OR OTHER STORMWATER DRAINAGE AREA.

EQUIPMENT FUELING & MAINTENANCE

EQUIPMENT FUELING & MAINTENANCE SHALL BE IN DESIGNATED AREAS ONLY.

A SPILL PREVENTION CONTROL AND COUNTERMEASURES (SPCC) PLAN

A SPILL PREVENTION CONTROL AND COUNTERMEASURES (SPCC) PLAN MUST BE DEVELOPED FOR SITES WITH ONE ABOVE-GROUND STORAGE TANK OF 660 GALLONS OR MORE, TOTAL ABOVE-GROUND STORAGE OF 1,330 GALLONS, OR BELOW-GROUND STORAGE OF 4,200 GALLONS OF FUEL.

CONCRETE WASH WATER

ALL DESIGNATED CONCRETE WASHOUT AREAS SHALL BE LOCATED AWAY FROM WATERCOURSES, DRAINAGE DITCHES, FIELD DRAINS, OR OTHER STORMWATER DRAINAGE AREAS.

CONTAMINATED SOILS

ALL CONTAMINATED SOIL MUST BE TREATED AND/OR DISPOSED IN OHIO EPA APPROVED SOLID WASTE MANAGEMENT FACILITIES OR HAZARDOUS WASTE TREATMENT, STORAGE OR DISPOSAL FACILITIES (TSDFs).

SPILL REPORTING REQUIREMENTS

THE CONTRACTOR SHALL CONTACT THE OHIO EPA AT 800-282-9378 AND THE LOCAL FIRE DEPARTMENT IN THE EVENT OF A PETROLEUM SPILL (>25 GALLONS) OR THE PRESENCE OF SHEEL.

OPEN BURNING

OPEN BURNING IS NOT PERMITTED.

DUST CONTROLS/SUPPRESSANTS

USED OIL MAY NOT BE USED AS A DUST SUPPRESSANT. NO DUST SUPPRESSANT SHALL BE APPLIED NEAR CATCH BASINS, STORM SEWERS OR OTHER DRAINAGE WAYS.

STREAM CROSSINGS

STREAM CROSSINGS SHALL BE CONSTRUCTED ENTIRELY OF STONE, ROCK, OR CLEAN RECYCLED CONCRETE. SOIL OR EARTHEN MATERIAL MAY NOT BE USED. A 20 FT. STONE APRON ON EITHER SIDE OF THE STREAM SHALL BE CONSTRUCTED TO PREVENT LOCALIZED SEDIMENTATION. THE CHANNELLED AND BANKS SHALL BE RESTORED, AND ALL DISTURBED AREAS OF THE BANK WITHIN 50 FT. OF THE STREAM SHALL BE STABILIZED WITH SEED AND STRAW MULCH WITHIN 2 DAYS OF THE DISTURBANCE.

PERMITS

THIS SITE IS COVERED UNDER OHIO EPA CONSTRUCTION GENERAL PERMIT # _____

THIS SITE IS COVERED UNDER OPEA / ARMY 401 /404 PERMIT # _____

STRUCTURAL BMP'S

PERMANENT BMP'S FOR POST CONSTRUCTION TREATMENT OF STORMWATER (CONVERSION OF SEDIMENT LAND TO STORMWATER POND) SHALL NOT BE INSTALLED UNTIL 80% OF THE DISTURBED AREA IS STABILIZED.

SEEDING AND MULCHING

SEDIMENT CONTROL SHALL BE ACCOMPLISHED BY SEEDING AND MULCHING IMMEDIATELY UPON COMPLETION OF EXCAVATION OR FILL AND FINISHED GRADING IN ACCORDANCE WITH ITEM 659 OHIO DEPARTMENT OF TRANSPORTATION CONSTRUCTION AND MATERIAL SPECIFICATIONS OR AS DIRECTED BY THE ENGINEER. THE FOLLOWING PRO-MIXTURE SHALL BE USED FOR SEEDING: 5-21 CERTIFIED KENTUCKY BLUE GRASS - 38% PENNLAWN FESCUE - 25% MAHARATTEN R RYEGRASS - 40% FERTILIZER - 10#/1000 S.F. (12-12-12) MULCH - STRAW - 2 TONS/ACRE RESTORATION OF ALL DISTURBED AREAS SHALL IMMEDIATELY FOLLOW EXCAVATION AND GRADING OPERATIONS. DELAY IN RESTORATION SHALL NECESSITATE TEMPORARY EROSION CONTROL MEASURES APPROVED BY THE ENGINEER AND AT THE CONTRACTOR'S COST.

RIPARIAN BUFFERS

THE RIPARIAN BUFFER (SETBACK) FOR ALL MAJOR AND MINOR DITCHES SHALL BE MARKED IN THE FIELD WITH ORANGE CONSTRUCTION FENCING BY THE CONSTRUCTION SITE OPERATOR PRIOR TO ANY EARTH DISTURBING ACTIVITIES.

ENFORCEMENT

ALL DEVELOPMENT SITES ARE SUBJECT TO INSPECTIONS BY THE CITY OF NORTH RIDGEVILLE AUTHORIZED AGENT(S) UNDER THE DIRECTION OF THE A LICENSED PROFESSIONAL ENGINEER TO ENSURE COMPLIANCE WITH THE APPROVED SITE DEVELOPMENT PLAN OR SWM PLAN.

IF IT IS FOUND THAT THE OPERATIONS ARE BEING CONDUCTED IN VIOLATION OF THE APPROVED SITE DEVELOPMENT PLAN AND SWM PLAN, A STOP-WORK ORDER MAY BE ISSUED BY THE CITY OF NORTH RIDGEVILLE UNTIL THE IDENTIFIED VIOLATIONS CEASE.

AFTER ISSUANCE OF A STOP-WORK ORDER PROVIDED IN THE PARAGRAPH ABOVE, BUT BEFORE THE IMPOSITION OF ANY FINES, THE APPLICANT SHALL HAVE TWO (2) BUSINESS DAYS TO REQUEST A MEETING WITH THE CITY LAW DIRECTOR AND THE CITY ENGINEER TO SHOW CAUSE WHY THE WORK SHOULD NOT BE STOPPED.

FOLLOWING THE ISSUANCE OF A STOP-WORK ORDER, THE CITY OF NORTH RIDGEVILLE SHALL DETERMINE IF AND WHEN THE DEVELOPMENT MAY PROCEED. ANY DETERMINATION BY THE CITY OF NORTH RIDGEVILLE PURSUANT TO THIS SECTION IS A FINAL ORDER FOR THE PURPOSE OF JUDICIAL REVIEW.

VIOLATIONS

THE CITY OF NORTH RIDGEVILLE SHALL NOTIFY THE STORM WATER PERMITTEE OF ANY VIOLATIONS OBSERVED IN WRITING. SAID NOTICE SHALL INDICATE THE EXACT NATURE OF THE VIOLATIONS AND OTHER SPECIFIC CORRECTIONS WHICH ARE REQUIRED.

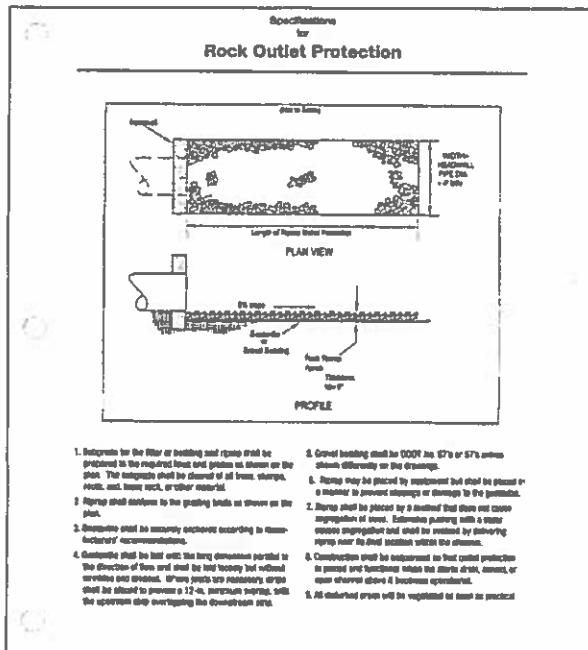
THE PERMITTEE SHALL COMPLY WITH THE TIMELINE FOR CORRECTIONS SPECIFIED BELOW. TIMELINE EXTENSIONS FOR ADVERSE WEATHER CONDITIONS MAY BE GRANTED UPON APPROVAL OF THE CITY ENGINEER.

NATURE OF VIOLATION:	NUMBER OF DAYS FROM INSPECTION TO CORRECT FUNCTIONING OF CONTROL PRACTICE:
SILT FENCE	WITHIN THREE (3) DAYS
OUTLET CONTROL STRUCTURE	WITHIN THREE (3) DAYS
TEMPORARY OR PERMANENT STABILIZATION WITHIN 50' OF DRAINAGE CHANNELS	WITHIN THREE (3) DAYS
TEMPORARY OR PERMANENT STABILIZATION FOR ALL OTHER DISTURBED AREAS	WITHIN THREE (3) DAYS
STABILIZED CONSTRUCTION ENTRANCE	WITHIN THREE (3) DAYS
PUMPING SEDIMENT-LADEN DISCHARGE INTO DRAINAGE CHANNEL	IMMEDIATELY UPON NOTICE
SEDIMENT SETTLING POND	WITHIN TEN (10) DAYS
ANY OTHER CONTROL PRACTICE NOT ADDRESSED IN THIS TABLE	WITHIN THREE (3) DAYS

PENALTIES SUBSEQUENT TO ISSUANCE OF STOP-WORK ORDER

SUBSEQUENT TO ISSUANCE OF A STOP-WORK ORDER, PENALTIES MAY BE IMPOSED ACCORDING TO THE CITY OF NORTH RIDGEVILLE CODIFIED ORDINANCE 1086.08(C)(1)(A), 1086.08(C)(1)(B) OR 1086.08(C)(1)(C).

REV. 11/22/16 OCTOBER 1, 2008

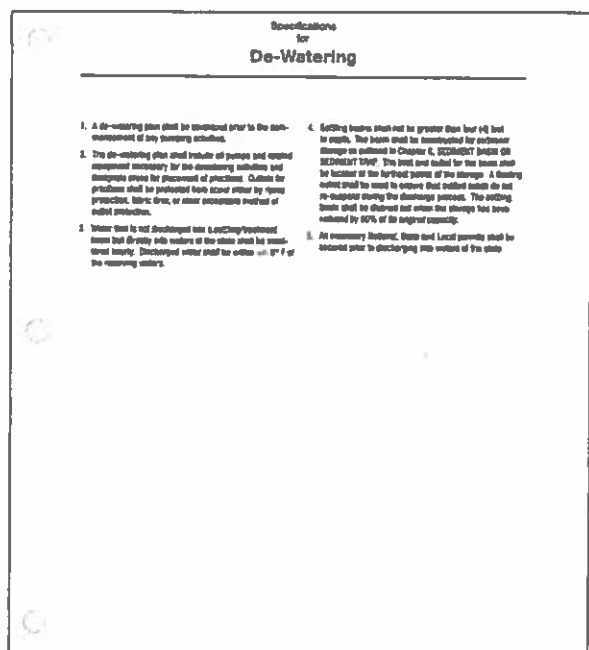


INFORMATION OBTAINED FROM THE 2008 EDITION OF THE STATE OF OHIO "RAINWATER AND LAND DEVELOPMENT MANUAL."

Rev No. DATE BY DESCRIPTION
CITY OF NORTH RIDGEVILLE, OHIO
DEPARTMENT OF ENGINEERING

ROCK OUTLET PROTECTION

SCALE: NOT TO SCALE
DATE: 10/01/08 DRAWN BY: JAB/TEB SWP-7

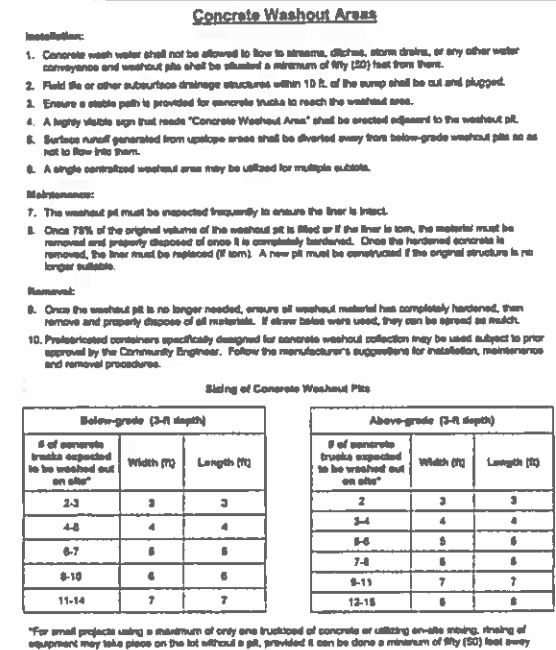


INFORMATION OBTAINED FROM THE 2008 EDITION OF THE STATE OF OHIO "RAINWATER AND LAND DEVELOPMENT MANUAL."

Rev No. DATE BY DESCRIPTION
CITY OF NORTH RIDGEVILLE, OHIO
DEPARTMENT OF ENGINEERING

DE-WATERING

SCALE: NOT TO SCALE
DATE: 10/01/08 DRAWN BY: JAB/TEB SWP-15

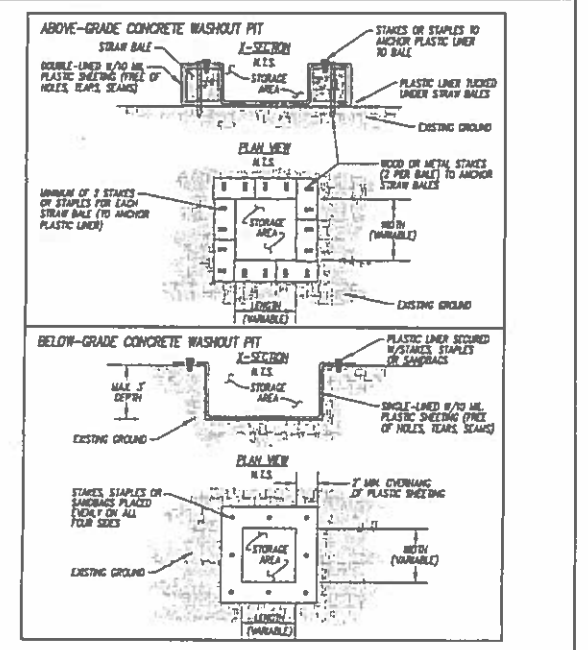


INFORMATION OBTAINED FROM THE 2008 EDITION OF THE STATE OF OHIO "RAINWATER AND LAND DEVELOPMENT MANUAL."

Rev No. DATE BY DESCRIPTION
CITY OF NORTH RIDGEVILLE, OHIO
DEPARTMENT OF ENGINEERING

CONCRETE WASHOUT

SCALE: NOT TO SCALE
DATE: 10/01/08 DRAWN BY: JAB/TEB SWP-33

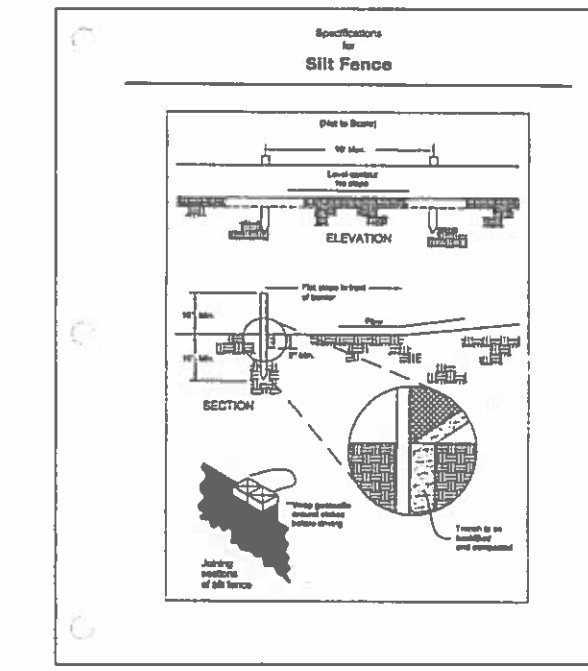


INFORMATION OBTAINED FROM THE 2008 EDITION OF THE STATE OF OHIO "RAINWATER AND LAND DEVELOPMENT MANUAL."

Rev No. DATE BY DESCRIPTION
CITY OF NORTH RIDGEVILLE, OHIO
DEPARTMENT OF ENGINEERING

CONCRETE WASHOUT

SCALE: NOT TO SCALE
DATE: 10/01/08 DRAWN BY: JAB/TEB SWP-33

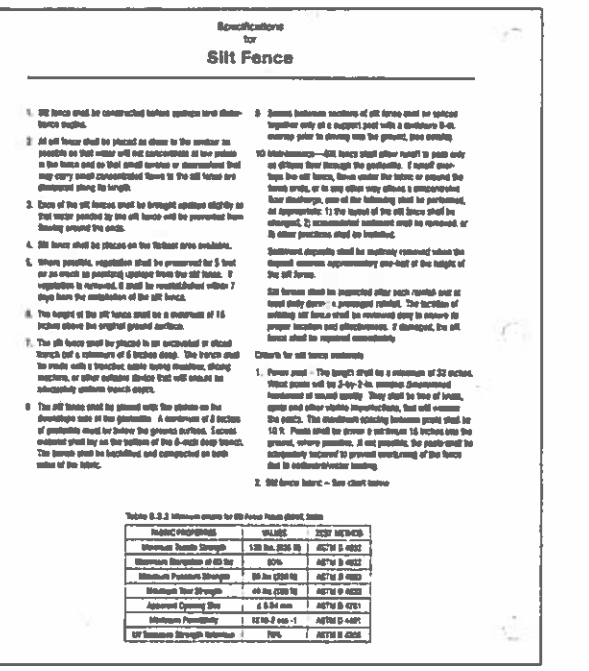


INFORMATION OBTAINED FROM THE 2008 EDITION OF THE STATE OF OHIO "RAINWATER AND LAND DEVELOPMENT MANUAL."

Rev No. DATE BY DESCRIPTION
CITY OF NORTH RIDGEVILLE, OHIO
DEPARTMENT OF ENGINEERING

SILT FENCE

SCALE: NOT TO SCALE
DATE: 10/01/08 DRAWN BY: JAB/TEB SWP-18

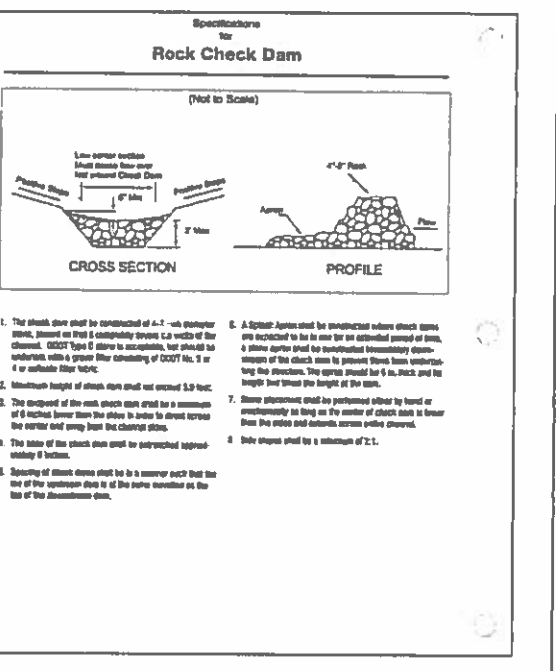


INFORMATION OBTAINED FROM THE 2008 EDITION OF THE STATE OF OHIO "RAINWATER AND LAND DEVELOPMENT MANUAL."

Rev No. DATE BY DESCRIPTION
CITY OF NORTH RIDGEVILLE, OHIO
DEPARTMENT OF ENGINEERING

SILT FENCE

SCALE: NOT TO SCALE
DATE: 10/01/08 DRAWN BY: JAB/TEB SWP-18

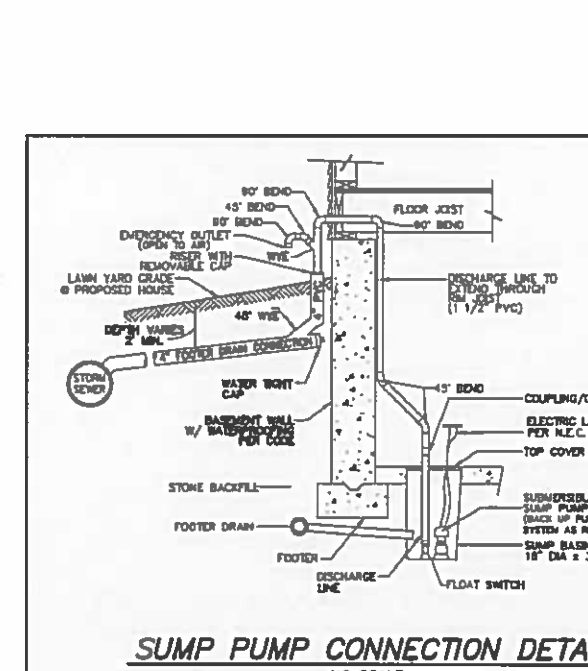


INFORMATION OBTAINED FROM THE 2008 EDITION OF THE STATE OF OHIO "RAINWATER AND LAND DEVELOPMENT MANUAL."

Rev No. DATE BY DESCRIPTION
CITY OF NORTH RIDGEVILLE, OHIO
DEPARTMENT OF ENGINEERING

ROCK CHECK DAM

SCALE: NOT TO SCALE
DATE: 10/01/08 DRAWN BY: JAB/TEB SWP-10



INFORMATION OBTAINED FROM THE 2008 EDITION OF THE STATE OF OHIO "RAINWATER AND LAND DEVELOPMENT MANUAL."

Rev No. DATE BY DESCRIPTION
CITY OF NORTH RIDGEVILLE, OHIO
DEPARTMENT OF ENGINEERING

SUMP PUMP CONNECTION DETAIL

SCALE: NOT TO SCALE
DATE: 10/01/08 DRAWN BY: JAB/TEB SWP-10

Antennae	Median Eye	Single Eye	Median Eye
Large Antennae	12:1	Pos	230
Small Antennae	4:1	Pos	240
Large Antennae	7:1	Curve	490
Small Antennae	1.5:1	Curve	280

Lumpkin
CITY OF NORTH ROCKVILLE ENGINEER

REV NO.	DATE	BY	DESCRIPTION
CITY OF NORTH RIDGEVILLE, OHIO DEPARTMENT OF ENGINEERING			
DUST CONTROL			
SCALE: NOT TO SCALE			SWP-29
DATE: 10/1/08	DRAWN BY: JABTES		

- Prevent spills
- Use products up
- Follow label directions for disposal
- Remove lids from empty bottles and cans when disposing in trash
- Recycle water whenever possible
- Don't pour into waterways, storm drains or onto the ground
- Don't pour down the sink, floor drain or septic tanks
- Don't bury chemicals or containers
- Don't burn chemicals or containers
- Don't mix chemicals together

2. Containers shall be provided for the proper collection of all waste material including construction debris, trash, petroleum products and any hazardous materials used on-site. Containers shall be covered and not leaking. All waste material shall be disposed of at facilities approved for this material. Construction and Debris (C/D & D) waste must be disposed of at an Ohio EPA approved C/D & D landfill.
3. No construction related waste materials are to be buried on-site. By exception, clean BPs (bricks, hardworn concrete, soil) may be utilized in a way which does not create any natural wetlands, streams or floodplains or result in the contamination of waters of the state.
4. Handling Construction Chemicals. Mixing, pumping, transferring or other handling of construction chemicals such as fertilizer, lime, asphalt, cement, drywall compound, and oil cut or previously hazardous materials shall be performed in an area away from any watercourse, creek or storm drain.
5. Equipment Fueling and Maintenance, oil changing, etc. shall be performed away from watercourse. Fuel storage tanks in an area designated for that purpose. The chemicals used shall be equipped for recycling oil and catching spills. Secondary containment shall be provided for all fuel oil storage tanks. These areas must be inspected every seven days and within 24 hrs. of a 0.5 inch or greater rain event to ensure there is no exposed materials which would contaminate storm water. Site operators must be aware that Spill Prevention Control and Countermeasures (SPCC) regulations may apply. An SPCC plan is required for sites with one single above ground tank of 660

6 CHAPTER 2 Polygon Construction

Laurel L. Smith
CITY OF NORTH ROCKVILLE ENGINEER

[illegible]

Minimum Tensile Strength	230 ksi
Minimum Flexure Strength	60 psi
Minimum Shear Strength	60 psi
Minimum Bond Strength	200 psi
Minimum Elongation	25%
Equivalent Opening Size	1/200 × 5.0 cm
Permeability	1 × 10 ⁻³ cm/sec

CITY OF NORTH ROCHESTER, OHIO		DEPARTMENT OF ENGINEERING	
CONSTRUCTION			
ENTRANCE			
SCALE: NOT TO SCALE		DATE: 10/01/08 DRAWN BY: JAS/TEB	
		SWP-27	

6. **Concrete Wash Water** shall not be allowed to flow to streams, ditches, storm drains, or any other water conveyance. A sump or pit with no potential for discharge shall be constructed if needed to contain concrete wash water. Field site or other subsurface drainage structures within 10 ft of the sump shall be cued and plugged. For small projects, truck chutes may be rinsed away from any water conveyances.
7. **Spill Reporting Requirements:** Spills are prevented shall be absorbed with sand or fly later and disposed of with the trash at a licensed sanitary landfill. Hazardous or industrial wastes such as solvents, gasoline, oil based paints, and cement curing compounds require special handling. Spills shall be reported to Ohio EPA (1 800 282 9378). Spills of 25 gallons or more of petroleum products shall be reported to Ohio EPA, the local fire department, and the Local Emergency Planning Committee within 30 min of the discovery of the release. All spills which contact waters of the state shall be reported to Ohio EPA.
8. **Contaminated Soils:** If subbottom soils are soil, diesel fuel, hydraulic fluid, antifreeze, etc. are spilled, leaked, or released onto the soil, the soil should be dug up and disposed of at a licensed sanitary landfill or other approved petroleum contaminated soil remediation facility. (not a construction/demolition debris landfill). Note that storm water run off associated with construction wastes are not be authorized under Ohio EPA's General Storm Water Permit associated with Construction Activities.
9. **Open Burning:** No materials containing rubber, grease, asphalt, or petroleum products such as tires, auto parts, plastics or plastic coated wire may be burned (OAC 3745.09). Open burning is not allowed in restricted areas, which are defined as: 1) within corporation limits: 2) within 1000 feet outside a municipal corporation having a population of 1000 to 10,000 and 3) a one mile zone outside of a corporation of 10,000 or more. Outside of restricted areas, no open burning is allowed within a 1000 feet of an inhabited dwelling on another property. Open burning is permissible in a residential area for heating and cooking purposes. An outdoor cooking area, open hearth and heating the warmth or outdoor barbecues. Outside of restricted areas, open burning is permissible for landscape or land clearing wastes (plant material, with prior written permission from Ohio EPA), and agricultural wastes, excluding buildings.
10. **Dust Control or dust suppressants** shall be used to prevent nuisance conditions, in accordance with the manufacturer's specifications and in a manner, which prevent a discharge to waters of the state. Sufficient dustiness must be provided between applications and nearby bridges, catch basins, and other waterways. Applications (excluding water) may not occur when rain is imminent as noted in the short term forecast. Used oil may not be applied for dust control.
11. **Other Air Permitting Requirements:** Certain activities are associated with construction will require air permits including but not limited to mobile concrete batch plants, mobile asphalt plants, concrete crushers, large generators, etc. These activities will require specific Ohio EPA Air Permit for installation and operation. Operators must seek authorization from the corresponding district of Ohio EPA. For demolition of all

13. A Permit To Install (PTI) is required prior to the construction of all centralized sanitary systems, including sewer extensions, and sewerage systems (except those serving one, two, and three family dwellings) and potable water lines. Plans must be submitted and approved by Ohio EPA. Issuance of an Ohio EPA Construction General Storm Water Permit does not authorize the installation of any sewerage systems where Ohio EPA has not approved a PTI.

CHAPTER I Polystyrene Construction 7

CHAPTER 8 Position Construction

STEP 1
Excavate a 6' x 6' trench along the proposed fence line.

STEP 2
Place shoring and support struts and install fabric into the trench.

STEP 3
Backfill and compact the excavated soil.

AN EXHAUSTION

Perish 36" wide gas-tight fabric with sound wood supports with
gas-tight fabric opening of 12". Use gas-tight fabric conforming
to 15.00.00 Type 2.

CONSTRUCTION

Through the gas-tight fabric tapes as detailed. The contractor may
elect to through the fabric details on steps 1 through 3 and a playing
card.

PAID TO

The Department will pay for gas-tight quantities of the prices shown
in the Supplemental Supplemental Schedule 5.32 5.32.32.32 for the
following items:

- Perish Gas-tight Fabric Tapes

All items shown on this Standard Construction Drawing are
required for construction but are not specifically identified in 5.32.32.32.

A technical diagram of a boat's inlet protection structure. The diagram shows a cross-section of the boat's hull with a protective frame installed at the inlet. Labels include: "2'x4' Frame" pointing to the vertical support structure; "Geotextile Fabric over 2'x4' Frame" pointing to the fabric covering the frame; "Inlet side 2'x4'" pointing to the bottom horizontal support; and "Direction of Flow" with an arrow pointing towards the inlet. On the left, a vertical scale indicates "1/2\"/>

PARTICLE 8

The Contractor shall protect the construction of R's while protecting fabricer forms with a properly sealed "R's" wood frame with a vertically oriented R's on the inside, if there, side of the structure. The protection shall conform to T&E, Type C.

CONSTRUCTION

Construct on R's while protecting fabricer forms arranged around a steel drive shaft or nut/bolt base with a properly sealed R's wood frame. Encapsulate R's through around the hole, and seal the top edge of the formwork with a vertical R's. Seal the bottom edge of the formwork with the same R's. If there is a gap between the R's and the formwork, overlap the fabricer and seal the gap with a vertical R's. The fabricer shall be attached to the outer edge of the formwork and support the encapsulated and tightly against the fabricer. Place a vertical R's at the top of the formwork and seal the top edge of the formwork with a vertical R's. Seal the bottom edge of the formwork with a vertical R's. Seal the bottom edge of the formwork with a vertical R's.

PAYMENT

The Department will pay for assumed quantities of the prices shown in Appendix F of the Supplemental Schedule 232-53330 for The following items:

- Unit Price

All items shown in this Standard Construction Proposal that are required for construction that are not specifically identified in 232-53330 are considered incidental.

EAGLE MEADOW
SWPPP DETAILS

PROJECT NUMBER
2143
DATE
2023-04-25

46
50

Specifications
for
Temporary Seeding

Table 7.6.1 Temporary Seeding Species Selection

Seeding Date	Species	Lbs./1000 sq. ft.	Lbs./acre
March 1 to August 1	Grass	3	120 (4 Bushels)
	Tall Fescue	1	40
	Annual Ryegrass	1	40
	Perennial Ryegrass	1	40
	Tall Fescue	1	40
	Annual Ryegrass	1	40
	Perennial Ryegrass	1.25	50
	Crowing Red Fescue	0.4	17
	Kentucky Bluegrass	0.4	17
	Grass	3	120 (4 Bushels)
August 10th to November	Rye	1	40
	Tall Fescue	1	40
	Annual Ryegrass	1	40
	Perennial Ryegrass	1	40
	Tall Fescue	1	40
	Annual Ryegrass	1	40
	Perennial Ryegrass	1.25	50
	Crowing Red Fescue	0.4	17
	Kentucky Bluegrass	0.4	17
	Grass	3	120 (4 Bushels)
Use must only at dormant seeding			

Note: Other approved species may be substituted.

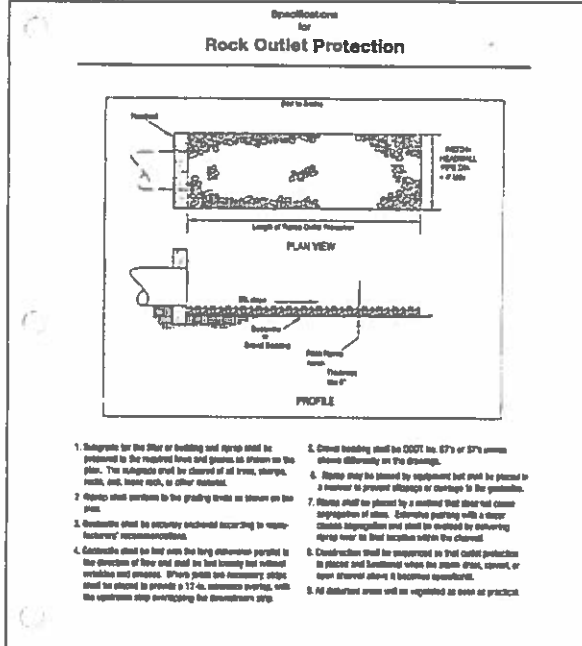
- Structural erosion and sediment control practices such as diversions and sediment traps shall be installed and stabilized with temporary seeding prior to grading the rest of the construction site.
- Temporary seed shall be applied between construction operations on soil that will not be graded or reworked for 21 days or greater. These site areas shall be seeded within 7 days after grading.
- The seedbed should be pulverized and loose to ensure the success of establishing vegetation. Temporary seeding should not be postponed if ideal seedbed preparation is not possible.
- Soil Amendments—Temporary vegetation seeding rates shall establish adequate stands of vegetation, which may require the use of soil amendments. Base rates for lime and fertilizer shall be used.
- Seeding Methods—Seed shall be applied uniformly with a cyclone spreader, drill, catpacher, aerator, or hydroseeder. When feasible, seed that has been broadcast shall be covered by raking or dragging and then lightly tamped into place using a roller or catpacher. If hydroseeding is used, the seed and fertilizer will be mixed on-site and the seeding shall be done immediately and without interruption.

CHAPTER 7 Soil Stabilization 35

Specifications
for
Temporary Seeding

Mulching Temporary Seeding

- Applications of temporary seeding shall include mulch, which shall be applied during or immediately after seeding. Seedlings made during optimum seeding dates on favorable, very hot soil conditions may not need mulch to achieve adequate stabilization.
- Materials
 - Straw—If straw is used, it shall be untreated small-grain straw applied at a rate of 2 tons per acre or 90 lbs./1,000 sq. ft. (2-3 bales).
 - Hydroseeder—If wood cellulose fiber is used, it shall be used at 2000 lbs./ac. or 48 lbs./1,000 sq. ft.
 - Other—Other acceptable mulches include mulch matings applied according to manufacturer's recommendations or wood chips applied at 6 tons/ac.
- Straw Mulch shall be anchored immediately to minimize loss by wind or water. Anchoring methods:
 - Mechanical—A disk, crimper, or similar type tool shall be set straight to punch or anchor the mulch material into the soil. Straw mechanically anchored shall not be finely chopped but left to a length of approximately 6 inches.
 - Mulch Netting—Netting shall be used according to the manufacturer's recommendations. Netting may be necessary to hold mulch in place in areas of concentrated runoff and on critical slopes.
 - Synthetic Binders—Synthetic binders such as Acrylic DLR (Agi-Tac, DCA-70, Petro-Tac, Terra-Tack or equivalent) may be used at rates recommended by the manufacturer.
 - Wood-Cellulose Fiber—Wood-cellulose fiber binder shall be applied at a hot dry wt. of 750 lbs./ac. The wood-cellulose fiber shall be mixed with water and the mixture shall contain a maximum of 50 lbs./100 gal.



INFORMATION OBTAINED FROM THE 2008 EDITION OF THE STATE OF OHIO'S "RAINWATER AND LAND DEVELOPMENT MANUAL."

APR 10	BY	DATE
CITY OF NORTH RIDGEVILLE, OHIO		
DEPARTMENT OF ENGINEERING		
ROCK OUTLET PROTECTION		
SCALE	NOT TO SCALE	SWP-7
DATE: 10/01/09	DRAWN BY: JAB/ET	

Specifications
for
Permanent Seeding

Site Preparation

- Seeder, plan, or other implement shall be used to reduce soil compaction and allow seedbed infiltration. (Aerating tillage will help control both runoff rate and water content.) Seeding should be done when the soil moisture is low enough to allow the soil to crack or fracture. Seeding shall not be done on slo-stone areas where soil preparation should be limited to what is necessary for establishing vegetation.
- The site shall be graded as needed to permit the use of conventional equipment for seedbed preparation and seeding.
- Topsoil shall be applied where needed to establish vegetation.

Seedbed Preparation

- Lime—Agricultural ground limestone shall be applied to acid soil as recommended by a soil test. In lieu of a soil test, lime shall be applied at the rate of 100 pounds per 1,000-sq. ft. or 2 tons per acre.
- Fertilizer—Fertilizer shall be applied as recommended by a soil test. In place of a soil test, fertilizer shall be applied at a rate of 25 pounds per 1,000-sq. ft. or 1000 pounds per acre of a 10-10-10 or 12-12-12 analysis.
- The lime and fertilizer shall be worked into the soil with a disk harrow, spring-tooth harrow, or other suitable field implement to a depth of 3 inches. On sloping land, the soil shall be worked on the contour.

Seeding Dates and Soil Conditions

- Seeding should be done March 1 to May 31 or August 1 to September 30. If seeding occurs outside of the above-specified dates, additional mulch and irrigation may be required to ensure a minimum of 80% germination. Tillage for seedbed preparation should be done when the soil is dry enough to crumble and not form ribbons when compressed by hand. For winter seeding, see the following section on dormant seeding.

Dormant Seeding

- Seeding should not be made from October 1 through November 20. During this period, the seeds are likely to germinate but probably will not be able to survive the winter.
- The following methods may be used for "Dormant Seeding":
 - From October 1 through November 20, prepare the seedbed, add the required amounts of lime and fertilizer, then mulch and anchor. After November 20, and before March 15, broadcast the mulched seed mixture. Increase the seeding rates by 50% for this type of seeding.
 - From November 20 through March 15, when soil conditions permit, prepare the seedbed, lime and fertilize, apply the selected seed mixture, mulch and anchor. Increase the seeding rates by 50% for this type of seeding.
 - Apply seed uniformly with a cyclone seeder, drill, catpacher seeder, or hydro-seeder plow may include seed and fertilizer on a firm, moist seedbed.
 - Where feasible, except when a catpacher type seeder is used, the seedbed should be formed following seeding operations with a catpacher, roller, or light drag. On sloping land, seeding operations should be on the contour where feasible.

Mulching

- Mulch material shall be applied immediately after seeding. Dormant seeding shall be mulched. 100% of the ground surface shall be covered with an approved material.
- Materials
 - Straw—If straw is used it shall be untreated small-grain straw applied at the rate of 2 tons per acre or 90 pounds (two to three bales) per 1,000-sq. ft. The mulch shall be spread uniformly by hand or mechanically applied as the soil surface is covered. For uniform distribution of hand-applied mulch, divide area into approximately 1,000-sq.-ft. sections and spread two 45-lb. bales of straw in each section.
 - Hydroseeder—If wood cellulose fiber is used, it shall be applied at 2,000 lbs./ac. or 48 lbs./1,000 sq. ft.
 - Other—Other acceptable mulches include rolled erosion control matings or blankets applied according to manufacturer's recommendations or wood chips applied at 6 tons per acre.

Straw and Mulch Anchoring Methods

- Straw mulch shall be anchored immediately to minimize loss by wind or water.
- Mechanical—A disk, crimper, or similar type tool shall be set straight to punch or anchor the mulch material into the soil. Straw mechanically anchored shall not be finely chopped but, generally, be left longer than 6 inches.
- Mulch Netting—Netting shall be used according to the manufacturer's recommendations. Netting may be necessary to hold mulch in place in areas of concentrated runoff and on critical slopes.
- Asphalt Emulsion—Asphalt shall be applied as recommended by the manufacturer or at the rate of 180 gallons per acre.
- Synthetic Binders—Synthetic binders such as Acrylic DLR (Agi-Tac, DCA-70, Petro-Tac, Terra-Tack or equivalent) may be used at rates specified by the manufacturer.
- Wood Cellulose Fiber—Wood cellulose fiber shall be applied at a hot dry weight of 750 pounds per acre. The wood cellulose fiber shall be mixed with water with the mixture containing a maximum of 50 pounds cellulose per 100 gallons of water.

Irrigation

- Permanent seeding shall include irrigation to establish vegetation during dry weather or on adverse site conditions, which require adequate moisture for seed germination and plant growth.
- Irrigation rates shall be monitored to prevent erosion and damage to seeded areas from excessive runoff.

Table 7.10.2 Permanent Seeding

Seed Mix	Seeding Rate		Notes
	Lbs./Acre	Lbs./1,000 Sq. Foot	
Broadcast Seed			
Crowing Red Fescue	30-40	12-1	For close growing & for waterways with <2.0 ft/sec velocity
Domestic Ryegrass	10-20	14-12	
Kentucky Bluegrass	30-40	12-1	
Tall Fescue	40-50	1-1.54	
Tall-Fescue/Bluestem Fescue	80	2.14	
Strip Seeding or Out Drains			
Tall Fescue	40-50	1-1.54	
Crown Vetch	10-20	14-12	Do not seed later than August
Tall Fescue	20-30	12-34	
Plot Pin	30-25	12-34	Do not seed later than August
Tall Fescue	30-30	12-34	
Road Ditches and Swales			
Tall Fescue	40-50	1-1.54	
Tall-Fescue/Bluestem Fescue	80	2.14	
Crown Vetch	5	6.1	
Lawns			
Kentucky Bluegrass	120-120	2	
Perennial Ryegrass		2	
Kentucky Bluegrass	100-120	2	For shaded areas
Crowing Red Fescue		1-1/2	

Note: Other approved seed species may be substituted.

CHAPTER 7 Soil Stabilization 45

CHAPTER 7 Soil Stabilization

44

MAINTENANCE & INSPECTION SCHEDULE
(AS UTILIZED ON THE PROJECT):

ALL PRACTICES SHALL BE INSPECTED ON A WEEKLY BASIS AND AFTER EACH 0.5 INCH RAINFALL EVENT.

SILT FENCE:

1. INSURE THAT THE BOTTOM OF THE SILT FENCE IS EMBEDDED IN THE GROUND.
2. THE TOP OF THE SILT FENCE SHALL BE DRAWN TIGHT BETWEEN POSTS.
3. SILT SHALL BE REMOVED ONCE 40% OF THE CAPACITY IS LOST OR THE FENCE SHALL BE REPLACED.
4. JOINTS BETWEEN SECTIONS SHALL BE TIGHTLY JOINED WITHOUT GAPS.

DITCH CHECK:

1. MAINTAIN PARABOLIC SHAPE.
2. RUNOFF SHALL PASS OVER THE CENTER OF THE CHECK DAM.
3. ENSURE THAT EROSION IS NOT OCCURRING DOWNSTREAM OF THE CHECK DAM.

CONSTRUCTION ENTRANCE:

1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE OR THE WASHING AND REWORKING OF EXISTING STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY STRUCTURES USED TO TRAP SEDIMENT.
2. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY. THE USE OF WATER TRUCKS TO REMOVE MATERIALS DROPPED, WASHED, OR TRACKED ONTO ROADWAYS WILL NOT BE PERMITTED UNDER ANY CIRCUMSTANCES.
3. ENSURE THAT THE CONSTRUCTION ENTRANCE IS APPROPRIATELY SIZED TO MINIMIZE TRACKING ONTO THE ROADWAY.
4. RESTRICT VEHICULAR ACCESS TO STABILIZED AREAS TO MINIMIZE OFF-SITE TRACKING.

VEGETATIVE STABILIZATION:

1. ENSURE A 70% STAND ESTABLISHMENT RATE.
2. REPAIR AREAS NOT MEETING SPECIFICATIONS.

ROLLED EROSION CONTROL PRODUCTS:

1. ENSURE MANUFACTURES INSTALLATION RECOMMENDATIONS ARE FOLLOWED.
2. ENSURE GOOD CONTACT BETWEEN SOIL AND THE BLANKET.
3. IF EROSION OCCURS UNDER THE BLANKET, REPAIR ERODED AREA AND REINSTALL.
4. ENSURE MANUFACTURES STAPLING GUIDELINES ARE FOLLOWED.
5. ENSURE EROSION STOPS ARE NOT USED.
6. IN CHANNELS, ENSURE THAT THE WIDTH OF THE BLANKET USED IS SUFFICIENT.
7. INSTALL BLANKET/MATTING UP SIDE SLOPES OF DITCH LINE AS WELL AS THE BOTTOM.
8. IF RUNOFF ERODES AROUND THE BLANKET, WIDEN AS NEEDED.

INLET PROTECTION:

1. INSURE THE BOTTOM OF THE FABRIC IS EMBEDDED IN THE GROUND AND THE FRAME OF THE INLET PROTECTOR HAS NOT COLLAPSED.
2. CLEAN OUT SEDIMENT ONCE 40% OF CAPACITY IS LOST.
3. INSURE THAT THE INLET IS NOT CAUSING STORM WATER TO BYPASS THE INLET.
4. MAINTAIN BYPASS PREVENTION DIKE.

SEDIMENT TRAP/BASIN:

1. THE CAPACITY AND FUNCTION OF THE SEDIMENT TRAP SHALL BE MAINTAINED BY INSPECTING ON A WEEKLY BASIS AND AFTER EACH RUNOFF EVENT, AND BY PERFORMING THE NECESSARY ACTIVITIES SHOWN BELOW.
2. ESTABLISH VEGETATIVE COVER AND FERTILIZE AS NECESSARY TO MAINTAIN A VIGOROUS COVER AROUND THE SEDIMENT TRAP.
3. MOW GRASS TO MAINTAIN A HEIGHT OF 4 TO 6 INCHES. REMOVE GRASS CLIPPINGS.
4. BASED ON INSPECTION, PLANT AN ALTERNATIVE GRASS SPECIES IF THE ORIGINAL GRASS COVER HAS NOT BEEN SUCCESSFULLY ESTABLISHED.
5. INSPECT THE POOL AREA, EMBANKMENT AND SPILLWAY AREA FOR BURROWING RODENTS, SLOPE FAILURE, SEEPAGE, EXCESS SETTLEMENT, AND DISPLACED STONE. THE AREA SHOULD BE INSPECTED FOR STRUCTURAL SOUNDNESS AND REPAIRED AS NEEDED.
6. REGULARLY INSPECT WATER DISCHARGED FROM TRAP FOR EXCESS SUSPENDED SEDIMENTS. IDENTIFY AND PERFORM NECESSARY REPAIRS TO IMPROVE WATER QUALITY. EXCESSIVE SUSPENDED SEDIMENTS MAY REQUIRE DESIGN MODIFICATIONS OR TREATMENT WITH FLOCCULANTS.
7. REMOVE WOODY VEGETATED GROWTH ON THE EMBANKMENT AND SPILLWAY AREAS.
8. REMOVE TRASH AND DEBRIS THAT ACCUMULATE IN THE POND AND HAVE POTENTIAL TO BLOCK SPILLWAYS.
9. DEWATERING OUTLETS SHALL BE REGULARLY CHECKED TO ENSURE THAT PERFORMANCE IS MAINTAINED. FILTER STONE CHOKED WITH SEDIMENT SHALL BE REMOVED AND REPLACED TO RESTORE ITS FLOW CAPACITY.
10. REMOVE SEDIMENT AND RESTORE THE SEDIMENT TRAP TO ITS ORIGINAL DIMENSIONS WHEN SEDIMENT HAS ACCUMULATED TO 40% OF THE SEDIMENT STORAGE DEPTH, OR THE DESIGN CLEANOUT ELEVATION. THIS ELEVATION SHALL BE SIGNIFIED BY THE TOP OF A STAKE NEAR THE CENTER OF THE TRAP. REMOVING SEDIMENT BY HAND MAY BE NECESSARY ADJACENT TO THE OUTLET SECTION OF THE EMBANKMENT TO PREVENT EQUIPMENT DAMAGE. PLACE THE REMOVED SEDIMENT AND STABILIZE WITH VEGETATION IN A DESIGNATED AREA WHERE IT WILL NOT EASILY ERODE AGAIN. RESTORE TRAP TO ITS ORIGINAL DIMENSIONS AND REPLACE STONE AS NEEDED ON THE OUTLET, BASIN SIDE SLOPES AND EMBANKMENTS SHALL BE PROTECTED FROM EROSION BY VEGETATION OF A DENSITY NOT LESS THAN 70%.
11. RISER PIPES: DEBRIS AND SEDIMENT SHOULD BE CLEANED FROM THE STRUCTURE AS NEEDED TO RESTORE DESIGN FLOW RATES. ALL JOINTS SHOULD BE INSPECTED TO INSURE WATER TIGHTNESS.
12. STONE SPILLWAYS: MAINTAIN FLOW OVER THE CENTER OF THE SPILLWAY. REPAIR DAMAGE CAUSED BY EROSION. DOWNSTREAM CHANNELS SHOULD BE INSPECTED FOR EROSION CONTROL DAMAGE. IF DAMAGE IS OCCURRING, AN ADDITIONAL STONE APRON

WILL BE NEEDED. DEBRIS AND SEDIMENT SHOULD BE REMOVED AS NEEDED.

13. AFTER THE ENTIRE CONSTRUCTION PROJECT IS COMPLETED, TEMPORARY SEDIMENT TRAPS SHOULD BE DEWATERED AND REGRADED SO AS TO CONFORM TO THE CONTOURS OF THE AREA. ALL TEMPORARY STRUCTURES SHOULD BE REMOVED AND THE AREA SEEDED, MULCHED AND STABILIZED AS NECESSARY.

CONCRETE WASH-OUT FACILITIES:

1. ENSURE MANUFACTURE'S INSTRUCTIONS ARE FOLLOWED.
2. MAINTAIN ADJACENT AREAS CLEAN AND TIDY AND PROTECTED FROM DISTURBANCE.
3. CHECK ALL CONCRETE WASHOUT FACILITIES DAILY TO DETERMINE IF THEY HAVE BEEN FILLED TO THE MANUFACTURERS SUGGESTED CAPACITY, WHICH IS WHEN THE FACILITIES NEED TO BE REMOVED/REPLACED. ENSURE THAT THE BMP IS INTACT AND SIDEWALLS HAVE NOT BEEN DAMAGED BY CONSTRUCTION ACTIVITIES. PRE-FABRICATED WASHOUT CONTAINERS SHOULD BE INSPECTED DAILY TO ENSURE THE CONTAINER IS NOT LEAKING OR NEARING CAPACITY. INSPECTORS SHOULD ALSO NOTE WHETHER THE FACILITIES ARE BEING USED REGULARLY; IF DRIVERS HAVE WASHED OUT THEIR CHUTES OR HOPPERS IN OTHER LOCATIONS, YOU MAY NEED TO PROVIDE MORE EDUCATION, INSTALL ADDITIONAL SIGNAGE, OR PLACE ADDITIONAL WASHOUTS IN MORE CONVENIENT LOCATIONS.
4. CONCRETE WASHOUTS ARE DESIGNED TO PROMOTE EVAPORATION WHERE FEASIBLE. HOWEVER, IF STORED LIQUIDS HAVE NOT EVAPORATED AND THE WASHOUT IS NEARING CAPACITY, VACUUM AND DISPOSE OF THE LIQUID IN AN APPROVED MANNER – CHECK WITH THE LOCAL SANITARY SEWER AUTHORITY TO DETERMINE IF THERE ARE SPECIAL DISPOSAL REQUIREMENTS FOR CONCRETE WASH WATER. REMOVE LIQUIDS OR COVER THE STRUCTURES BEFORE PREDICTED RAINSTORMS TO PREVENT OVERFLOWS.
5. AN IMPORTANT FACTOR THAT DICTATES THE SUCCESS OF CONCRETE WASHOUT FACILITIES IS WHETHER OR NOT CONCRETE TRUCK DRIVERS USE CONCRETE WASHOUTS. MAKE PERSONNEL AWARE OF THE PRESENCE OF THESE FACILITIES. EDUCATE CONCRETE SUBCONTRACTORS. POST SIGNAGE INDICATING THE LOCATION AND DESIGNATED USE OF THESE AREAS, AND PROVIDE CAREFUL OVERSIGHT TO INSPECT FOR EVIDENCE OF IMPROPER DUMPING OF CONCRETE WASTE AND WASH WATER. INCLUDE REQUIREMENTS IN CONTRACTS WITH CONCRETE DELIVERY COMPANIES THAT DRIVERS MUST USE DESIGNATED CONCRETE WASHOUT FACILITIES.

BMP DECOMMISSIONING

(AS UTILIZED ON THE PROJECT):

SEDIMENT TRAPS/BASINS

1. PUMP REMAINING WATER THROUGH GRAVITY BAG FILTER PLACED ADJACENT TO AND DOWNSTREAM OF THE SEDIMENT TRAP.
2. RE-GRADE TO FINAL ELEVATIONS AND SEED DISTURBED AREAS.

SILT FENCE

1. REMOVE SILT AND STABILIZE ON-SITE OR TRANSFER TO AN APPROVED OFF-SITE FACILITY.
2. REMOVE AND TRANSPORT SILT FENCE MATERIALS TO AN APPROVED OFF-SITE FACILITY.
3. RE-GRADE AND SEED DISTURBED AREAS.

DITCH CHECK

1. REMOVE SILT AND STABILIZE ON-SITE OR TRANSFER TO AN APPROVED OFF-SITE FACILITY.
2. REMOVE AND TRANSPORT CHECK DAM MATERIALS TO AN APPROVED OFF-SITE FACILITY.

CONSTRUCTION ENTRANCE

1. REMOVE SILT AND STABILIZE ON-SITE OR TRANSFER TO AN APPROVED OFF-SITE FACILITY.
2. STONE SHALL BE REMOVED. CLEAN STONE MAY BE INCORPORATED IN SUBBASE FOR PAVED AREAS (AS SPECIFICATIONS ALLOW). STONE NOT RE-USED SHALL BE TRANSPORTED TO AN OFF-SITE FACILITY FOR DISPOSAL.
3. RE-GRADE AND SEED DISTURBED AREAS.

PROCESS WATER / LEACHATE MANAGEMENT

1. ALL PROCESS WASTEWATERS (EQUIPMENT WASHING, LEACHATE ASSOCIATED WITH ON-SITE WASTE DISPOSAL, AND CONCRETE WASH-OUTS) WILL BE COLLECTED AND DISPOSED OF PROPERLY TO A PUBLICLY-OWNED TREATMENT WORKS.
2. THE NPDES CONSTRUCTION STORM WATER GENERAL PERMIT ONLY AUTHORIZES THE DISCHARGE OF STORM WATER AND CERTAIN UNCONTAMINATED NON-STORM WATERS.
3. THE DISCHARGE OF NON-STORM WATERS TO WATERS OF THE STATE MAY BE IN VIOLATION OF LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS.

MANUFACTURED CONCRETE WASHOUT FACILITIES

1. TRANSFER STORAGE BAGS TO AN APPROVED OFF-SITE FACILITY FOR DISPOSAL.
2. RE-GRADE AND SEED DISTURBED AREAS.

CONSTRUCTED CONCRETE WASHOUT FACILITIES

1. TRANSFER WASTE WATER, SOLIDS AND CONTAINMENT MATERIALS TO AN APPROVED OFF-SITE DISPOSAL FACILITY.
2. RE-GRADE AND SEED DISTURBED AREAS.

POST CONSTRUCTION MAINTENANCE SCHEDULE:

WATER QUALITY POND MAINTENANCE TO BE COMPLETED MONTHLY

1. MOW EMBANKMENTS.
2. CLEAR TRASH AND DEBRIS FROM THE OUTLET STRUCTURE.
3. REMOVE TRASH AND/ OR ACCUMULATED SEDIMENT.

WATER QUALITY POND MAINTENANCE TO BE COMPLETED SEMI-ANNUALLY

1. INSPECT POND FOR INVASIVE PLANTS.
2. INSPECT OUTLET STRUCTURE FOR DAMAGE AND PROPER FLOW.

WATER QUALITY POND MAINTENANCE TO BE COMPLETED ANNUALLY

1. INSPECT EMBANKMENT FOR DAMAGE AND PROPER FLOW.
2. REMOVE WOODY VEGETATION.
3. FIX ANY ERODED AREAS.
4. MONITOR SEDIMENT ACCUMULATION IN THE MAIN POOL.

WATER QUALITY POND MAINTENANCE TO BE COMPLETED EVERY 15-20 YEARS

1. MONITOR SEDIMENT ACCUMULATIONS IN POND AND MAIN POOL AND CLEAN AS POND BECOMES EUTROPHIC OR POND VOLUME IS REDUCED SIGNIFICANTLY.

SWPPP NOTES:

GENERAL NOTES:

1. CONTRACTOR SHALL REVIEW AND STUDY THE PLANS AND SPECIFICATIONS. IMPLEMENTATION OF THE EROSION CONTROL ACTIVITIES SHOULD CORRESPOND TO CONSTRUCTION ACTIVITIES.
2. EROSION CONTROL MEASURES HAVE BEEN SHOWN FOR THE WORK AREAS AS IDENTIFIED ON THESE PLAN SHEETS. IF WORK IS CONDUCTED IN OTHER AREAS AS PART OF THIS PROJECT, ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED.
3. THE OCEA PERMIT ASSOCIATED WITH THIS PLAN SHALL ACCOMPANY THIS PLAN. THE PLAN SHALL BE SIGNED IN ACCORDANCE WITH PART V.G. OF THE PERMIT AND BE RETAINED ON SITE DURING WORKING HOURS.
4. THE SWP3 SHALL CONTAIN SIGNATURES FROM ALL OF THE SUBCONTRACTORS ENGAGED IN ACTIVITIES THAT COULD IMPACT STORM WATER RUNOFF, INDICATING THAT THEY HAVE BEEN INFORMED AND UNDERSTAND THEIR ROLES AND RESPONSIBILITIES IN COMPLYING WITH THE SWP3. OHIO EPA RECOMMENDS THAT THE PRIMARY SITE OPERATOR REVIEW THE SWP3 WITH THE PRIMARY CONTRACTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES AND KEEP A SWP3 TRAINING LOG TO DEMONSTRATE THAT THIS REVIEW OCCURS.
5. THE PROJECT ENGINEER OR EROSION CONTROL INSPECTOR SHOULD BE ABLE TO EXPLAIN THE SEDIMENT AND EROSION CONTROLS AND PLAN TO AN OUTSIDE INSPECTOR (I.E. OHIO EPA, ENVIRONMENTAL SERVICES, OAR INSPECTOR, COUNTY SCS).
6. OWNER AND CONTRACTOR SHALL COMPLY WITH SOIL SEDIMENT POLLUTION CONTROL ORDINANCES DURING CONSTRUCTION AND SHALL IMPLEMENT SEDIMENT CONTROL AS DIRECTED BY THE ENGINEER OR THE GOVERNING AGENCY.
7. ALL EROSION AND SEDIMENT CONTROL PRACTICES SPECIFIED ON THE PLANS SHALL CONFORM WITH DETAILS AND SPECIFICATIONS OUTLINED IN THE OHIO DEPARTMENT OF NATURAL RESOURCES BOOKLET, "RAINWATER AND LAND DEVELOPMENT".
8. ALL CONTRACTORS AND BUILDERS ARE REQUIRED TO INSTALL, REGULARLY INSPECT AND MAINTAIN TEMPORARY SEDIMENTATION CONTROLS TO MINIMIZE SOIL EROSION AND OFF-SITE SILTATION.
9. REGULAR INSPECTION AND MAINTENANCE SHALL BE PROVIDED FOR ALL EROSION CONTROL PRACTICES. PERMANENT RECORDS OF MAINTENANCE AND INSPECTIONS MUST BE MAINTAINED THROUGHOUT CONSTRUCTION. INSPECTIONS MUST BE MADE A MINIMUM OF ONCE EVERY SEVEN DAYS AND IMMEDIATELY AFTER STORM EVENTS GREATER THAN 0.5 INCHES IN A 24 HOUR PERIOD.
10. EROSION AND SEDIMENT CONTROL PRACTICES NOT ALREADY SPECIFIED MAY BE NECESSARY DUE TO UNFORESEEN ENVIRONMENTAL CONDITIONS AND/OR CHANGES IN THE DRAINAGE PATTERNS CAUSED BY EARTH-MOVING ACTIVITY. IF UNFORESEEN EROSION IS ENCOUNTERED DURING CONSTRUCTION, ADDITIONAL EROSION CONTROL MEASURES SHALL BE PROVIDED, AS DIRECTED BY THE ENGINEER, AT THE OWNER'S EXPENSE.
11. THE CONTRACTOR SHALL COMPLY WITH ANY FIELD ORDERS FOR SEDIMENT CONTROL AS ISSUED BY EITHER THE ENGINEERING DEPARTMENT, THE COUNTY OR THE OWNER'S ENGINEER.
12. THE CONSTRUCTION ENTRANCE SHALL BE PREPARED WITH EROSION MEASURES AND SILT FENCE SHALL BE INSTALLED BEFORE ANY ON-SITE CONSTRUCTION OR DEMOLITION COMMENCES.
13. SILT FENCE IS TO BE CONSTRUCTED AT LOCATIONS SHOWN ON THE PLANS PER "SPECIFICATIONS FOR SILT FENCE". SILT FENCE SHALL BE PLACED PRIOR TO ANY EARTH DISTURBING ACTIVITIES.
14. EROSION CONTROL MEASURES MUST BE PROVIDED AROUND ALL DIRT STOCKPILES AND OTHER TEMPORARILY DISTURBED AREAS.
15. THE OUTLET OF THE STORM COLLECTION SYSTEM WILL BE PROPERLY DESIGNED WITH VELOCITY DISSIPATING STRUCTURES/MEDIA. BY USING THESE PRACTICES, NO EROSION FLOW VELOCITIES ARE EXPECTED AT THE DISCHARGE LOCATION.
16. UPON THE COMPLETION OF EARTH MOVING ACTIVITIES IN ANY GIVEN AREA, ALL DISTURBED AND ERODED EARTH SHALL BE REGRADED AND SEEDED WITHIN SEVEN DAYS BY USING BIN RUN DATS OR ANNUAL RYE TO PROVIDE STABILITY AND SEDIMENT CONTROL WHERE POSSIBLE. GROWTH SHALL NOT BE MOWED UNTIL IT HAS GONE TO SEED FOR ONE YEAR.
17. PERMANENT GROUND COVER SHALL BE ESTABLISHED AS SOON AS POSSIBLE IN ACCORDANCE WITH THE PLAN.
18. MINIMIZE TRACKING OF SEDIMENTS BY VEHICLES BY UTILIZING THE CONSTRUCTION ENTRANCE AS THE ONLY ENTRANCE FOR VEHICLES. MAINTAIN THIS ENTRANCE WITH STONE AS NEEDED TO PREVENT DIRT AND MUD FROM TRACKING ONTO THE ROADWAY. REGULAR SWEEPING OF THE ROADWAY MAY BE NECESSARY TO ENSURE ROADWAY DOES NOT BUILD UP WITH SEDIMENTS. STREETS DIRECTLY ADJACENT TO CONSTRUCTION ENTRANCES AND RECEIVING TRAFFIC FROM THE DEVELOPMENT AREA SHALL BE CLEANED DAILY TO REMOVE SEDIMENT TRACKED OFF-SITE, IF APPLICABLE. THE CATCH BASINS ON THESE STREETS NEAREST THE CONSTRUCTION ENTRANCES SHALL ALSO BE CLEANED WEEKLY.
19. NO SOLID OR LIQUID WASTE, INCLUDING BUILDING MATERIALS, SHALL BE DISCHARGED INTO STORM WATER RUNOFF. THE PERMITTEE MUST IMPLEMENT ALL NECESSARY BMP'S TO PREVENT DISCHARGE OF NON-SEDIMENT POLLUTANTS TO THE DRAINAGE SYSTEM OF THE SITE OR SURFACE WATERS OF THE STATE. UNDER NO CIRCUMSTANCES SHALL CONCRETE TRUCKS WASH OUT DIRECTLY INTO A DRAINAGE CHANNEL, STORM SEWER OR SURFACE WATERS OF THE STATE. NO EXPOSURE OF STORM WATER TO WASTE MATERIALS IS RECOMMENDED.
20. ANY DISTURBED AREA THAT IS NOT GOING TO BE WORKED FOR 21 DAYS OR MORE MUST BE SEEDED AND MULCHED BY NOVEMBER 1 OR MUST HAVE DORMANT SEEDING OR MULCH COVER APPLIED BETWEEN NOVEMBER 1 AND MARCH 1.
21. MAKE FIELD ADJUSTMENTS TO:
A) MEET FIELD CONDITIONS
B) ANTICIPATE FUTURE WORK
C) MAKE CORRECTION BASED ON THE WEEKLY INSPECTIONS
29. ALL FUELING VEHICLES SHALL BE EQUIPPED WITH SPILL KITS. ANY SPILLS OVER 5 GALLONS (OR THE MINIMUM REPORTING LEVEL) SHALL BE REPORTED TO THE APPROPRIATE AGENCY ACCORDING TO STATE AND LOCAL LAWS. FOR SPILLS OVER 25 GALLONS, CONTACT THE EPA (1-800-282-9378), THE LOCAL FIRE DEPARTMENT, AND THE LOCAL EMERGENCY PLANNING COMMITTEE (LEPC) WITHIN 30 MINUTES.
30. SITE STABILIZATION, EITHER PERMANENT OR TEMPORARY, MUST FOLLOW THE REQUIREMENTS AS APPLICABLE ON THE TABLES ON THIS SHEET.
31. CONTRACTOR TO IMPLEMENT GOOD HOUSEKEEPING PRACTICES THROUGHOUT CONSTRUCTION.

32. WHERE CONSTRUCTION ACTIVITIES ARE TO OCCUR ON SITES WITH CONTAMINATION FROM PREVIOUS ACTIVITIES, OPERATORS MUST BE AWARE THAT CONCENTRATIONS OF MATERIALS THAT MEET OTHER CRITERIA (IS NOT CONSIDERED A HAZARDOUS WASTE, MEETING VAP STANDARDS, ETC.) MAY STILL RESULT IN STORM WATER DISCHARGES IN EXCESS OF OHIO WATER QUALITY STANDARDS. SUCH DISCHARGES ARE NOT AUTHORIZED BY THIS PERMIT. APPROPRIATE BMP'S INCLUDE BUT ARE NOT LIMITED TO: THE USE OF BERMS, TRENCHES, AND PITS TO COLLECT CONTAMINATED RUNOFF AND PREVENT DISCHARGES, PUMPING RUNOFF INTO A SANITARY SEWER (WITH PRIOR APPROVAL OF THE SANITARY SEWER OPERATOR) OR INTO A CONTAINER FOR TRANSPORT TO AN APPROPRIATE TREATMENT/ DISPOSAL FACILITY AND COVERING AREAS OF CONTAMINATION WITH TARPS OR OTHER METHODS THAT PREVENT STORM WATER FROM COMING IN CONTACT WITH THE MATERIAL. OPERATORS SHOULD CONSULT WITH THE OHIO EPA DIVISION OF SURFACE WATER PRIOR TO SEEKING PERMIT COVERAGE.
 32. ANY CONTAMINATED SOILS ENCOUNTERED SHALL BE STOCKPILED PER DIRECTION OF OWNER'S REPRESENTATIVE. "CLEAN" SOIL SHALL BE STOCKPILED SEPARATELY FROM CONTAMINATED SOIL AND SHALL NOT BE COMINGLED. CONTAMINATED SOILS SHALL BE PLACED ON, AND COVERED WITH VISQUEEN. A BERM SHALL BE CONSTRUCTED AROUND ENTIRE STOCKPILE TO HOLD VISQUEEN DOWN AND PREVENT SURFACE WATER AND RAIN FROM ENTERING SOIL PILE. ALL SEALS OR OVERLAPS IN THE VISQUEEN COVERING SHALL BE SECURED. ALL CONTAMINATED SOILS MUST BE TREATED AND/OR DISPOSED IN OHIO EPA APPROVED SOLID WASTE MANAGEMENT FACILITIES OR HAZARDOUS WASTE TREATMENT, STORAGE OR DISPOSAL FACILITIES (TSDF'S).
 33. ADDITIONAL EROSION CONTROL MEASURES MAY BECOME NECESSARY DUE TO CONSTRUCTION SEQUENCING. CONTRACTOR SHALL CONSULT WITH ENGINEER TO DETERMINE IF ADDITIONAL MEASURES ARE NECESSARY.
 34. CONSTRUCTION ACTIVITIES SHALL BE IN COMPLIANCE WITH APPLICABLE STATE AND/OR LOCAL WASTE DISPOSAL, SANITARY SEWER OR SEPTIC SYSTEM REGULATIONS. WASTE DISPOSAL BY OPEN BURNING IS PROHIBITED. CONTRACTOR SHALL PROPERLY DISPOSE ANY CONTAMINATED SOILS, HAZARDOUS WASTE OR ASBESTOS CONTAINING MATERIAL ENCOUNTERED ON SITE ACCORDING TO CONTRACT DOCUMENTS.
 35. CONTAINERS (E.G., DUMPSTERS, DRUMS) MUST BE MADE AVAILABLE FOR DISPOSAL OF DEBRIS, TRASH, HAZARDOUS OR PETROLEUM WASTE. ALL CONTAINERS MUST BE COVERED AND LEAK- PROOF. NO TOXIC OR HAZARDOUS WASTES SHALL BE DISPOSED INTO STORM DRAINS, SEPTIC TANKS, OR BY BURYING, BURNING, OR MIXING OF WASTES.
 36. CONSTRUCTION AND DEMOLITION DEBRIS SHALL BE TRANSPORTED TO A LICENSED DISPOSAL FACILITY. THE MATERIAL SHALL BE COVERED WHILE BEING TRANSPORTED.
 37. THERE SHALL BE NO TURBID DISCHARGES TO SURFACE WATERS OF THE STATE RESULTING FROM DEWATERING ACTIVITIES. IF TRENCH OR GROUND WATER CONTAINS SEDIMENT, IT MUST PASS THROUGH A SEDIMENT SETTLING POND OR OTHER EQUALLY EFFECTIVE SEDIMENT CONTROL DEVICE, PRIOR TO BEING DISCHARGED FROM THE CONSTRUCTION SITE. ALTERNATIVELY, SEDIMENT MAY BE REMOVED BY SETTLING IN PLACE OR BY DEWATERING INTO A SUMP PIT, FILTER BAGS OR COMPARABLE PRACTICE. GROUND WATER DEWATERING WHICH DOES NOT CONTAIN SEDIMENT OR OTHER POLLUTANTS IS NOT REQUIRED TO BE TREATED PRIOR TO DISCHARGE. HOWEVER, CARE MUST BE TAKEN WHEN DISCHARGING GROUND WATER TO ENSURE THAT IT DOES NOT BECOME POLLUTANT LADEN BY TRAVERSING OVER DISTURBED SOILS OR OTHER POLLUTANT SOURCES.
 38. ALL EROSION AND SEDIMENT CONTROL SPECIFICATIONS, APPLICATIONS AND TIMETABLES ARE BASED ON THE DESCRIPTIONS AND STANDARDS OF THE OHIO DEPARTMENT OF NATURAL RESOURCES "RAINWATER AND LAND DEVELOPMENT MANUAL".
 39. REFERENCE PROJECT DESIGN PLANS FOR ADDITIONAL EROSION AND SEDIMENT CONTROLS THAT MAY BE REQUIRED, BUT ARE NOT IDENTIFIED ON THESE PLANS.
- SWPPP INSPECTIONS:**
1. AT A MINIMUM, PROCEDURES IN AN SWP3 SHALL PROVIDE THAT CONTROLS ON THE SITE ARE INSPECTED AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS AFTER ANY STORM EVENT GREATER THAN ONE-HALF INCH OF RAIN PER 24-HOUR PERIOD. THE INSPECTION FREQUENCY MAY BE REDUCED TO AT LEAST ONCE EVERY MONTH IF THE ENTIRE SITE IS TEMPORARILY STABILIZED OR RUNOFF IS UNLIKELY DUE TO WEATHER CONDITIONS (E.G., SITE IS COVERED IN SNOW, ICE, OR THE GROUND IS FROZEN). A WAIVER OF INSPECTION REQUIREMENTS IS AVAILABLE UNTIL ONE MONTH BEFORE THAWING CONDITIONS ARE EXPECTED TO RESULT IN DISCHARGE IF ALL OF THE FOLLOWING CONDITIONS ARE MET: THE PROJECT IS LOCATED IN AN AREA WHERE FROZEN CONDITIONS ARE ANTICIPATED TO CONTINUE FOR EXTENDED PERIODS OF TIME (I.E., MORE THAN ONE MONTH); LAND DISTURBANCE ACTIVITIES HAVE BEEN SUSPENDED; AND THE BEGINNING AND ENDING DATES OF THE WAIVER PERIOD ARE DOCUMENTED IN THE SWP3. ONCE A DEFINABLE AREA HAS BEEN FINALLY STABILIZED, THIS MAY BE MARKED ON THE SWP3 AND NO FURTHER INSPECTION REQUIREMENTS APPLY TO THAT PORTION OF THE SITE. THE PERMITTEE SHALL ASSIGN "QUALIFIED INSPECTION PERSONNEL" TO CONDUCT THESE INSPECTIONS TO ENSURE THAT THE CONTROL PRACTICES ARE FUNCTIONAL AND TO EVALUATE WHETHER THE SWP3 IS ADEQUATE AND PROPERLY IMPLEMENTED IN ACCORDANCE WITH THE SCHEDULE PROPOSED HEREIN OR WHETHER ADDITIONAL CONTROL MEASURES ARE REQUIRED.
 2. IF THE INSPECTION REVEALS THAT A CONTROL PRACTICE IS IN NEED OF REPAIR OR MAINTENANCE, WITH THE EXCEPTION OF A SEDIMENT SETTLING POND, IT MUST BE REPAIRED OR MAINTAINED WITHIN THREE DAYS OF THE INSPECTION. SEDIMENT SETTLING PONDS MUST BE REPAIRED OR MAINTAINED WITHIN 10 DAYS OF THE INSPECTION.
 3. IF THE INSPECTION REVEALS THAT A CONTROL PRACTICE FAILS TO PERFORM ITS INTENDED FUNCTION AND THAT ANOTHER, MORE APPROPRIATE CONTROL PRACTICE IS REQUIRED, THE SWP3 MUST BE AMENDED AND THE NEW CONTROL PRACTICE MUST BE INSTALLED WITHIN 10 DAYS OF THE INSPECTION.
 4. IF THE INSPECTION REVEALS THAT A CONTROL PRACTICE HAS NOT YET BEEN IMPLEMENTED IN ACCORDANCE WITH THE SWP3 SCHEDULE, THE CONTROL PRACTICE MUST BE IMPLEMENTED WITHIN 10 DAYS FROM THE DATE OF INSPECTION. IF THE INSPECTION REVEALS THAT THE PLANNED CONTROL PRACTICE IS NOT NEEDED, THE RECORD MUST CONTAIN A STATEMENT OF EXPLANATION AS TO WHY THE CONTROL PRACTICE IS NOT NEEDED.
 5. AN INSPECTION CHECKLIST MUST BE COMPLETED AND SIGNED BY THE INSPECTOR AFTER EVERY SWP3 INSPECTION.
 6. INSPECTION RECORDS ARE TO BE KEPT FOR 3 YEARS AFTER TERMINATION OF CONSTRUCTION ACTIVITIES.

ADDITIONAL BMP'S:

- REQUIREMENTS**
1. EDUCATE CONSTRUCTION PERSONNEL, INCLUDING SUBCONTRACTORS WHO MAY USE OR HANDLE HAZARDOUS OR TOXIC MATERIALS, MAKING THEM AWARE OF THE FOLLOWING GENERAL GUIDELINES:
DISPOSAL AND HANDLING OF HAZARDOUS AND OTHER CONSTRUCTION WASTE
DO:
 - PREVENT SPILLS
 - USE PRODUCTS UP
 - FOLLOW LABEL DIRECTIONS FOR DISPOSAL
 - REMOVE LIDS FROM EMPTY BOTTLES AND CANS WHEN DISPOSING IN TRASH
 - RECYCLE WASTES WHENEVER POSSIBLEDON'T:
 - DON'T POUR INTO WATERWAYS, STORM DRAINS OR ONTO THE GROUND
 - DON'T POUR DOWN THE SINK, FLOOR DRAIN OR SEPTIC TANKS
 - DON'T BURY CHEMICALS OR CONTAINERS
 - DON'T BURN CHEMICALS OR CONTAINERS
 - DON'T MIX CHEMICALS TOGETHER
 2. NO CONSTRUCTION RELATED WASTE MATERIALS ARE TO BE BURIED ON-SITE. BY EXCEPTION, CLEAN FILL (BRICKS, HARDENED CONCRETE, SOIL) MAY BE UTILIZED IN A WAY THAT DOES NOT ENCRUST ON OR NATURAL WETLANDS, STREAMS OR THEIR FLOODPLAINS, UNLESS PROHIBITED BY LOCAL ORDINANCE OR ZONING. FILLING OF STREAM SIDE AREAS MAY REQUIRE FEDERAL, STATE AND LOCAL PERMITS AND MAY NOT BE PERMITTED TO RESULT IN THE CONTAMINATION OF WATERS OF THE STATE.
 3. HANDLING CONSTRUCTION CHEMICALS:
MIXING, PUMPING, TRANSFERRING OR OTHER HANDLING OF CONSTRUCTION CHEMICALS SUCH AS FERTILIZER, LIME, ASPHALT, CONCRETE DRYING COMPOUNDS, AND ALL OTHER POTENTIALLY HAZARDOUS MATERIALS SHALL BE PERFORMED IN AN AREA AWAY FROM ANY WATERCOURSE, DITCH OR STORM DRAIN.
 4. EQUIPMENT FUELING AND MAINTENANCE, OIL CHANGING, ETC., SHALL BE PERFORMED AWAY FROM WATERCOURSES, DITCHES OR STORM DRAINS, IN AN AREA DESIGNATED FOR THAT PURPOSE. THE DESIGNATED AREA SHALL BE EQUIPPED FOR RECYCLING OIL AND CATCHING SPILLS. SECONDARY CONTAINMENT SHALL BE PROVIDED FOR ALL FUEL OIL STORAGE TANKS. THESE AREAS MUST BE INSPECTED EVERY SEVEN DAYS AND WITHIN 24 HRS. OF A 0.5 INCH OR GREATER RAIN EVENT TO ENSURE THERE ARE NO EXPOSED MATERIALS WHICH WOULD CONTAMINATE STORM WATER. SITE OPERATORS MUST BE AWARE THAT SPILL PREVENTION CONTROL AND COUNTERMEASURES (SPCC) REQUIREMENTS MAY APPLY. AN SPCC PLAN IS REQUIRED FOR SITES WITH ONE SINGLE ABOVEGROUND TANK OF 660 GALLONS OR MORE, ACCUMULATIVE ABOVEGROUND STORAGE OF 1330 GALLONS OR MORE, OR 42,000 GALLONS OF UNDERGROUND STORAGE. SOILS THAT HAVE BECOME CONTAMINATED MUST BE DISPOSED OF ACCORDANCE WITH ITEM 6 "CONTAMINATED SOILS". ALL FUEL/LIQUID TANKS AND DRUMS SHALL BE STORED IN A MARKED STORAGE AREA. A DIKE SHALL BE CONSTRUCTED AROUND THIS STORAGE AREA WITH A MINIMUM CAPACITY EQUAL TO 110% OF THE VOLUME OF ALL CONTAINERS IN THE STORAGE AREA.
 5. CONCRETE WASH WATER/WASH OUTS:
CONCRETE WASH WATER SHALL NOT BE ALLOWED TO FLOW TO STREAMS, DITCHES, STORM DRAINS, OR ANY OTHER WATER CONVEYANCE. A SUMP OR PIT WITH NO POTENTIAL FOR DISCHARGE SHALL BE CONSTRUCTED AS SPECIFIED TO CONTAIN CONCRETE WASH WATER. FIELD TILE OR OTHER SUBSURFACE DRAINAGE STRUCTURES WITHIN 10 FT. OF THE SUMP SHALL BE CUT AND PLUGGED. FOR SMALL PROJECTS, TRUCK CHUTES MAY BE RINSED ON THE LOT AWAY FROM ANY WATER CONVEYANCES. CONCRETE WASH-OUT AREAS ARE SHOWN ON THE PLAN. REFERENCE PLANS FOR CONSTRUCTION DETAILS.
 6. CONTAMINATED SOILS:
IF SUBSTANCES SUCH AS OIL, DIESEL FUEL, HYDRAULIC FLUID, ANTIFREEZE, ETC. ARE SPILLED, LEAKED, OR RELEASED ONTO THE SOIL, THE SOIL SHOULD BE DUG UP AND DISPOSED OF AT LICENSED SANITARY LANDFILL OR OTHER APPROVED PETROLEUM CONTAMINATED SOIL REMEDIATION FACILITY (NOT A CONSTRUCTION/DEMOLITION DEBRIS LANDFILL). PLEASE BE AWARE THAT STORM WATER RUN OFF ASSOCIATED WITH CONTAMINATED SOILS ARE NOT AUTHORIZED UNDER OHIO EPA'S GENERAL STORM WATER PERMIT ASSOCIATED WITH CONSTRUCTION ACTIVITIES. IN THE EVENT THERE ARE LARGE EXTENSIVE AREAS OF CONTAMINATED SOILS ADDITIONAL MEASURES ABOVE AND BEYOND THE CONDITIONS OF OHIO EPA'S GENERAL CONSTRUCTION STORM WATER PERMIT WILL BE REQUIRED. DEPENDING ON THE EXTENT OF CONTAMINATION, ADDITIONAL TREATMENT AND/OR COLLECTION AND DISPOSAL MAY BE REQUIRED. ALL STORM WATER DISCHARGES ASSOCIATED WITH THE CONTAMINATED SOILS MUST BE AUTHORIZED UNDER AN ALTERNATE NPDES (NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT.
 7. SPILL REPORTING REQUIREMENTS:
SPILLS ON PAVEMENT SHALL BE ABSORBED WITH SAWDUST, KITTY LITTER OR OTHER ABSORBENT MATERIAL AND DISPOSED OF WITH THE TRASH AT A LICENSED SANITARY LANDFILL. HAZARDOUS OR INDUSTRIAL WASTES SUCH AS MOST SOLVENTS, GASOLINE, OIL-BASED PAINTS, AND CEMENT CURING COMPOUNDS REQUIRE SPECIAL HANDLING. SPILLS SHALL BE REPORTED TO OHIO EPA (1-800-282-9378). SPILLS OF 5 GALLONS OR MORE OF PETROLEUM PRODUCTS SHALL BE REPORTED TO OHIO EPA (1-800-282-9378), THE LOCAL FIRE DEPARTMENT, AND THE LOCAL EMERGENCY PLANNING COMMITTEE WITHIN 30 MIN. OF THE DISCOVERY OF THE RELEASE. ALL SPILLS, WHICH RESULT IN CONTACT WITH WATERS OF THE STATE, MUST BE REPORTED TO OHIO EPA'S HOTLINE.
 8. OPEN BURNING:
NO MATERIALS MAY BE BURNED WHICH CONTAIN RUBBER, GREASE, ASPHALT, OR PETROLEUM PRODUCTS SUCH AS TIRES, CARS, AUTOPARTS, PLASTICS OR PLASTIC COATED WIRE. (SEE OAC 3745-9) OPEN BURNING IS NOT ALLOWED IN RESTRICTED AREAS. RESTRICTED AREAS ARE DEFINED AS:
1) WITHIN CORPORATION LIMITS; 2) WITHIN 1000 FEET OUTSIDE A MUNICIPAL CORPORATION HAVING A POPULATION OF 1000 TO 10,000; AND 3) A ONE MILE ZONE OUTSIDE OF A CORPORATION OF 10,000 OR MORE OUTSIDE A RESTRICTED AREA. NO OPEN BURNING CAN TAKE PLACE WITHIN 1000 FEET OF AN INHABITED BUILDING LOCATED OFF THE PROPERTY WHERE THE FIRE IS SET. OPEN BURNING IS PERMISSIBLE IN A RESTRICTED AREA FOR THE FOLLOWING ACTIVITIES: HEATING TAR, WELDING AND ACETYLENE TORCHES, SMUDGE POTS AND SIMILAR OCCUPATIONAL NEEDS, AND HEATING FOR WARMTH OR OUTDOOR BARBECUES. OUTSIDE OF RESTRICTED AREAS, OPEN BURNING IS PERMISSIBLE FOR LANDSCAPE WASTES (PLANT MATERIAL), LAND-CLEARING WASTES (PLANT MATERIAL, WITH PRIOR WRITTEN PERMISSION FROM OHIO EPA), AND AGRICULTURAL WASTES (MATERIAL GENERATED BY CROP, HORTICULTURAL, OR LIVESTOCK PRODUCTION PRACTICES. THIS INCLUDES FENCE POSTS AND SCRAP LUMBER, BUT NOT BUILDINGS).

DUST CONTROL/SUPPRESSANTS:

- DUST CONTROL IS REQUIRED TO PREVENT NUISANCE CONDITIONS. DUST CONTROLS MUST BE USED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS AND NOT BE APPLIED IN A MANNER WHICH WOULD RESULT IN A DISCHARGE TO WATERS OF THE STATE. ISOLATION DISTANCES FROM BRIDGES, CATCH BASINS, AND OTHER DRAINAGEWAYS MUST BE OBSERVED. APPLICATION (EXCLUDING WATER) MAY NOT OCCUR WHEN PRECIPITATION IS IMMINENT AS NOTED IN THE SHORT TERM FORECAST. USED OIL MAY NOT BE APPLIED FOR DUST CONTROL.
10. OTHER AIR PERMITTING REQUIREMENTS:
ALL CONTRACTORS AND SUB CONTRACTORS MUST BE MADE AWARE THAT CERTAIN ACTIVITIES ASSOCIATED WITH CONSTRUCTION WILL REQUIRE AIR PERMITS. ACTIVITIES INCLUDING BUT NOT LIMITED TO MOBILE CONCRETE BATCH PLANTS, MOBILE ASPHALT PLANTS, CONCRETE CRUSHERS, LARGE GENERATORS, ETC., WILL REQUIRE SPECIFIC OHIO EPA AIR PERMITS FOR INSTALLATION AND OPERATION. THESE ACTIVITIES MUST SEEK AUTHORIZATION FROM THE CORRESPONDING DISTRICT OF OHIO EPA NOTIFICATION FOR RESTORATION AND DEMOLITION MUST BE SUBMITTED TO OHIO EPA FOR ALL COMMERCIAL SITES TO DETERMINE IF ASBESTOS CORRECTIVE ACTIONS ARE REQUIRED.
 11. PROCESS WASTE WATER/LEACHATE MANAGEMENT:
ALL PROCESS WASTEWATERS MUST BE COLLECTED AND PROPERLY DISPOSED AT AN APPROVED DISPOSAL FACILITY. IN THE EVENT THERE ARE LEACHATE OUTBREAKS ASSOCIATED WITH ONSITE DISPOSAL MEASURES MUST BE TAKEN TO ISOLATE THIS DISCHARGE FOR COLLECTION AND PROPER DISPOSAL. INVESTIGATIVE MEASURES AND CORRECTIVE ACTIONS MUST BE IMPLEMENTED TO IDENTIFY AND ELIMINATE THE SOURCE OF ALL LEACHATE OUTBREAKS.
 12. PERMIT TO INSTALL (PTI) REQUIREMENTS:
ALL CONTRACTORS AND SUB CONTRACTORS MUST BE MADE AWARE THAT A PTI MUST BE SUBMITTED AND APPROVED BY OHIO EPA PRIOR TO THE CONSTRUCTION OF ALL CENTRALIZED SANITARY SYSTEMS, INCLUDING SEWER EXTENSIONS, AND SEWERAGE SYSTEMS (EXCEPT THOSE SERVING ONE, TWO, AND THREE FAMILY DWELLINGS) AND POTABLE WATER LINES. THE ISSUANCE OF AN OHIO EPA GENERAL PERMIT DOES NOT AUTHORIZE THE INSTALLATION OF ANY SEWERAGE SYSTEM WHERE OHIO EPA HAS NOT APPROVED A PTI.
- GOOD HOUSEKEEPING BMP'S:**
- MATERIAL HANDLING AND WASTE MANAGEMENT**
1. NON-HAZARDOUS WASTE MATERIALS:
WASTE DISPOSAL CONTAINERS SHALL BE PROVIDED PRIOR TO MATERIALS BEING DELIVERED TO THE SITE. THE WASTE DISPOSAL CONTAINERS ARE FOR THE PROPER COLLECTION OF ALL WASTE MATERIAL INCLUDING CONSTRUCTION DEBRIS, SANITARY GARBAGE, PETROLEUM PRODUCTS AND ANY HAZARDOUS MATERIALS TO BE USED ON-SITE. CONTAINERS SHALL BE COVERED AND NOT LEAKING. THE DUMPSTERS SHALL BE INSPECTED WEEKLY AND IMMEDIATELY AFTER STORM EVENTS. ALL WASTE MATERIAL SHALL BE DISPOSED OF AT FACILITIES APPROVED FOR THAT MATERIAL. CONSTRUCTION DEMOLITION AND DEBRIS (CD&D) WASTE MUST BE DISPOSED OF IN ACCORDANCE WITH ORC 3714 AT AN APPROVED OHIO EPA CD&D LANDFILL. CD&D WASTE IS DEFINED AS ALL MATERIALS ATTACHED TO A STRUCTURE, WHICH IS BEING DEMOLISHED.
 2. HAZARDOUS WASTE MATERIALS:
THE CONTRACTOR WILL ESTABLISH A HAZARDOUS MATERIALS STORAGE AREA CONTAINING PROPER SHIPPING CONTAINERS USED TO STORE THE MATERIALS PRIOR TO THESE MATERIALS BEING DELIVERED TO THE SITE. ALL HAZARDOUS WASTE MATERIALS SUCH AS OIL FILTERS, PETROLEUM PRODUCTS, PAINT, AND EQUIPMENT MAINTENANCE FLUIDS WILL BE STORED IN STRUCTURALLY SOUND AND SEALED SHIPPING CONTAINERS. WITHIN THE HAZARDOUS MATERIALS STORAGE AREA, HAZARDOUS WASTE MATERIALS WILL BE STORED IN APPROPRIATE AND CLEARLY MARKED CONTAINERS AND SEGREGATED FROM OTHER NON-WASTE MATERIALS. SECONDARY CONTAINMENT WILL BE PROVIDED FOR ALL WASTE MATERIALS IN THE HAZARDOUS MATERIALS STORAGE AREA. ALL CONTAINERS OF COMMERCIALLY AVAILABLE SPILL PALETTES. THE AREA WILL BE INSPECTED WEEKLY AND AFTER STORM EVENTS. THE AREA WILL BE KEPT CLEAN, WELL ORGANIZED AND EQUIPPED WITH AMPLE CLEANUP SUPPLIES AS APPROPRIATE FOR THE MATERIALS BEING STORED. MATERIAL SAFETY DATA SHEETS, MATERIAL INVENTORY AND EMERGENCY CONTACT NUMBERS WILL BE MAINTAINED IN THE OFFICE TRAILER. ADDITIONALLY, ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN ACCORDANCE WITH FEDERAL, STATE AND MUNICIPAL REGULATIONS. HAZARDOUS WASTE MATERIALS WILL NOT BE DISPOSED OF INTO THE ON-SITE DUMPSTERS. ALL PERSONNEL WILL BE INSTRUCTED, DURING TAILGATE TRAINING SESSIONS, REGARDING PROPER PROCEDURES FOR HAZARDOUS WASTE DISPOSAL. NOTICES THAT STATE THESE PROCEDURES WILL BE POSTED IN THE OFFICE TRAILER AND THE INDIVIDUAL WHO MANAGES DAY-TO-DAY SITE OPERATIONS WILL BE RESPONSIBLE FOR SEEING THAT THESE PROCEDURES ARE FOLLOWED.
 3. TEMPORARY SANITARY FACILITIES (PORTABLE TOILETS) WILL BE PROVIDED AT THE SITE UPON THE START OF CONSTRUCTION AND WILL REMAIN THROUGHOUT THE CONSTRUCTION PHASE. THE TOILETS WILL BE LOCATED BY THE CONTRACTOR, AWAY FROM ALL CONCENTRATED FLOW PATHS AND TRAFFIC FLOW, AND WILL HAVE COLLECTION PANS UNDERNEATH AS SECONDARY CONTAINMENT. ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE FACILITIES, AS NEEDED BY A LICENSED WASTE HAULER. THE PORTABLE TOILETS WILL BE INSPECTED WEEKLY FOR EVIDENCE OF LEAKING HOLDING TANKS. TOILETS WITH LEAKING HOLDING TANKS WILL BE REMOVED FROM THE SITE AND REPLACED WITH NEW PORTABLE TOILETS.
- SPECIFIC BMP NOTES:**
- INLET/OUTLET PROTECTION AT STORM CULVERTS:**
THE SWP3 INSPECTOR SHALL MONITOR CONDITIONS AT THE INLET AND OUTLET OF STORM CULVERTS WHERE EROSION HAS OCCURRED OR SEDIMENT HAS ACCUMULATED. THIS EVIDENCE SHALL SERVE AS AN INDICATION THAT ADDITIONAL EROSION AND SEDIMENT CONTROLS MAY BE NECESSARY. ALL AREAS CONTRIBUTING FLOW TOWARD THE CULVERT SHALL BE INSPECTED FOR POSSIBLE SEDIMENT TRANSPORT. BMP'S SHALL BE INSTALLED WHERE NECESSARY TO REDUCE SEDIMENT TRANSPORT TO CONVEYANCE STRUCTURES.
- CONCRETE WASHOUT, VEHICLE REFUELING AND MATERIALS STAGING:**
THESE OPERATIONS SHALL BE PERFORMED IN AREAS FIELD LOCATED BY THE CONTRACTOR IN APPROPRIATE AREAS AWAY FROM CONCENTRATED STORM WATER RUNOFF OR STORM WATER INLETS. THESE FACILITIES SHALL NOT IMPEDE USE OF ADJACENT PROPERTY OR BE SITED ON PRIVATE PROPERTY NOT OTHERWISE OWNED OR WITHOUT STANDING AGREEMENTS MADE BY THE CONTRACTOR.
- CONSTRUCTION ENTRANCE:**
PRIOR TO EARTH DISTURBANCE IN ANY GIVEN AREA, BMP'S (CONSTRUCTION ENTRANCE) SHOULD BE INSTALLED TO PROHIBIT SOILS FROM BEING DISTURBED AND EXPOSED TO PRECIPITATION AT POINTS OF INGRESS TO/EGRESS FROM THE CONSTRUCTION SITE. THIS BMP WILL ALSO REDUCE TRACKING OF SEDIMENT OFF THE PROJECT SITE. THIS BMP SHOULD BE IMPLEMENTED IN APPROPRIATE AREAS ACCORDING TO PROJECT PHASING AND WORK ZONES. THE LOCATIONS FOR THIS BMP SHALL BE AMENDED AS NECESSARY BY THE CONTRACTOR TO MEET THESE CONDITIONS.

TEMPORARY STABILIZATION

AREA REQUIRING TEMP. STABILIZATION	TIME FRAME
ANY DISTURBED AREAS WITHIN 50 FEET OF A STREAM AND NOT AT FINAL GRADE	WITHIN 2 DAYS OF THE MOST RECENT DISTURBANCE IF THE AREA WILL REMAIN DORMANT FOR MORE THAN 21 DAYS
ALL OTHER AREAS	WITHIN 7 DAYS OF THE MOST RECENT DISTURBANCE WITHIN AREA
DISTURBED AREAS THAT WILL BE IDLE OVER WINTER	PRIOR TO THE ONSET OF WINTER WEATHER

WHERE VEGETATIVE STABILIZATION TECHNIQUES MAY CAUSE STRUCTURAL INSTABILITY OR ARE OTHERWISE UNOBTAINABLE, ALTERNATIVE STABILIZATION TECHNIQUES MUST BE EMPLOYED. THESE TECHNIQUES MAY INCLUDE MULCHING, EROSION MATTING, OR PLACEMENT OF STONE.

PERMANENT STABILIZATION

AREA REQUIRING PERM. STABILIZATION	TIME FRAME
ANY AREAS THAT WILL BE DORMANT FOR ONE YEAR OR MORE	WITHIN SEVEN DAYS OF THE MOST RECENT DISTURBANCE IN THE AREA
ANY AREAS WITHIN 50 FEET OF A STREAM AND AT FINAL GRADE	WITHIN TWO DAYS OF REACHING FINAL GRADE
ANY OTHER AREAS AT FINAL GRADE	WITHIN SEVEN DAYS OF REACHING FINAL GRADE WITHIN THAT AREA

CONSTRUCTION SEEDING AND MULCHING:

PER SWP3 DETAILS AND SPECIFICATIONS.

PERMANENT SEEDING AND MULCHING:

PER DESIGN PLANS.

TEMPORARY EROSION AND SEDIMENT CONTROL IMPLEMENTATION SCHEDULE - NARRATIVE

THE CONTRACTOR SHALL IMPLEMENT EROSION AND SEDIMENT CONTROL PRACTICES ACCORDING TO THE FOLLOWING CONSTRUCTION SCHEDULE IDENTIFIED BELOW. THE CONTRACTOR SHALL MODIFY THE ESTIMATED TIME FRAMES BASED ON FUTURE SCHEDULE CHANGES.

SWPPP IMPLEMENTATION / CONSTRUCTION SCHEDULE	
BMP DESCRIPTION	ESTIMATED DATES
INSTALL TEMPORARY SANITARY FACILITIES AND DUMPSTERS (IF NECESSARY) AS THE FIRST STEP OF MOBILIZATION	
LIMITED CLEARING AND GRUBBING AS NECESSARY TO ALLOW FOR INSTALLATION OF PERIMETER BMP'S WHICH WILL BE INSTALLED WITHIN 7 DAYS OF THIS ACTIVITY	
PREPARE CONSTRUCTION ENTRANCE AND INSTALL PERIMETER SILT FENCE, INLET PROTECTION FOR EXISTING STRUCTURES, PREPARE STAGING AND REFUELING AREAS, AND CONSTRUCT SEDIMENT BASIN BEFORE ANY ON-SITE MAJOR CLEARING/GRUBBING, CONSTRUCTION, OR DEMOLITION COMMENCES	
PERFORM MASS GRADING OPERATIONS PRIOR TO UTILITY INSTALLATION	
APPLY TEMPORARY SOIL STABILIZATION AND UTILIZE DUST CONTROL	
COMMENCE UTILITY INSTALLATION PRIOR TO PAVING OPERATIONS	
INSTALL INLET PROTECTION FOR PROPOSED STRUCTURES CONCURRENT WITH UTILITY CONSTRUCTION	
INSTALL CONCRETE WASHOUT AREAS	
INSTALL PAVEMENT	
INSTALL DRY UTILITIES AND REGRADE RIGHT-OF-WAY	
PERFORM PERMANENT SEEDING WITHIN (7) DAYS OF COMPLETION OF FINAL GRADING IN UNPAVED AREAS	
REMOVE TEMPORARY EROSION CONTROL MEASURES AFTER BMP IS NO LONGER NEEDED OR AFTER "FINAL STABILIZATION" IS COMPLETE	

SWPPP INSPECTION FORM/CORRECTIVE ACTION LOG

[illegible]

SWPPP AMENDMENT LOG

[illegible]

GRADING AND STABILIZATION ACTIVITIES LOG

[illegible]

EAGLE MEADOW
SUBDIVISION

Creating Sublot Nos. 1 through 67, Block "A",
Block "B" and Block "C" and Dedicating Jack
Ryan Drive, Chandler Way and Cora Court and
dedicating a portion of Sugar Ridge Road

Situated in the City of North Ridgeville, County of Lorain and State of Ohio, also
known as being part of Original Ridgeville Township Lot. No. 47 and further known
as being all of a 32.72 acre parcel of land conveyed to Greyfoxnorthridgeville LLC
by deed dated December 21, 2021 and recorded in Instrument No. 2021-0855133 of the
Lorain County Recorders Office.



LOCATION MAP

LATITUDE: 41°22'05.5"
LONGITUDE: 82°03'27.7"

Not To Scale

AREA TABLE	
Sublots (67)	18.4378 acres
Block "A"	2.4152 acres
Block "B"	1.9095 acres
Block "C"	4.8670 acres
Right of Way(New)	4.3695 acres
Right of Way(Sugar Ridge Rd.)	0.7267 acres
Total	32.7257 acres

NOTES:

• 10 foot reservation strip shown on page 2 of 3 to be rescinded automatically upon the future dedication and extension of Street A

REFERENCE WORKS:

Deed Documents as referenced by the Survey

"Parcel Split & Consolidation Map for Future Roadway" by Mark A. Yeager, P.S. 7289, on file as Survey 31793 of the Lorain County Engineer's Survey Records.

"Beckett Corp. Boundary & Split Map" by Mark A. Yeager, P.S. 7289, on file as Survey 32778 of the Lorain County Engineer's Survey Records.

"Plat & Boundary Survey & Split for Sarah M. & Kurtis R. Linden" by Thomas A. Simon, P.S. 7775, on file as Survey 48346 of the Lorain County Engineer's Survey Records.

"Plat of Lot Split, Part of Sublot No. 8" by Norman R. Hura, P.S. 5208, on file as Survey 46323 of the Lorain County Engineer's Survey Records.

BASIS OF BEARINGS:

Centerline bearing of Sugar Ridge Road was calculated to be North 66°45'07" East, between monuments found, based upon Ohio State Plane Coordinate System, North Zone, NAD 1983, Ground as established by DDOT VRS GPS observations in January of 2022.

5/8" Iron pins to be set by me at all Sublot and Block corners. 3/4" Iron pins to be set in all centerline monuments by me.

All 5/8" x 30" iron pins set are affixed with a plastic cap bearing the inscription "TGC ENG 7631-8557"

APPROVALS:

This Plat of Eagle Meadow, the granting of easements for public facilities and appurtenances, and the dedication for public purposes of the streets hereon, has been approved by the Council of the City of North Ridgeville, Ohio on this ____ day of _____, 20__ for record purposes.

Mayor

Approved by the Planning Commission of the City of North Ridgeville, Ohio on this ____ day of _____, 20__.

Chairman

Approved by the Engineer of the City of North Ridgeville, Ohio on this ____ day of _____, 20__.

City Engineer

SURVEYOR CERTIFICATION:

This Plat was prepared from a field survey, analysis of recorded plats, recorded deeds, and survey records, as applicable. Distances are given in feet and decimal parts thereof. All dimensional and geodetic details are correct and the survey balances and closes to the best of my knowledge. All monuments shown hereon exist or shall be set by me as shown.

Guy P. Haney P.S. No. S-7631 Date

GENERAL UTILITY EASEMENTS:

We, the owners of the within platted land, do hereby grant unto ~~Wide Open West, The City of North Ridgeville, Ohio Edison, Everstream Solutions, Columbia Gas of Ohio, Windstream Ohio, Charter Communications~~, their successors and assigns, (hereinafter referred to as grantees) a permanent right-of-way and easement twelve (12) feet in width under, over and through all sublots and all lands shown hereon and parallel with and contiguous to all street lines to construct, place, operate, maintain repair, reconstruct and relocate such underground electric, gas and communications cables, ducts, conduits, pipes, surface or below ground mounted transformers and pedestals, concrete pads and other facilities as are deemed necessary or convenient by the grantees for distributing and transmitting electricity, gas, and communication signals, for public and private use at such locations as the grantees may determine, upon within and across said easement premises. Said easement rights shall include the right, without liability therefore, to remove any and all facilities not contemplated in the rights conveyed to grantees by this easement grant within said easement premises including, but not limited to irrigation systems electronic animal fencing, trees and landscaping including lawns, flowers or shrubbery and landscape lighting within and without said easement premises which may interfere with the installation, maintenance, repair or operation of said electric and communications facilities, the right to install, repair, operation of said electric and communications facilities, the right to install, repair, augment, and maintain service cables outside the above described easement premises, and with the right of access and egress to and from any of the within described premises for exercising any of the purposes of the right-of-way and easement grant. All sublots and all lands shall by restricted to underground utility service.

Grantor:

Greyfoxnorthridgeville LLC

By:

ACCEPTANCE & DEDICATION:

The undersigned (set forth all parties having record legal title interest in the parcel) Greyfoxnorthridgeville LLC hereby certify that the attached plat correctly represents their "Eagle Meadow" a subdivision of lots 1 through 67, inclusive, do hereby acknowledge this plat of same and dedicate to the public such, all or parts of the roads and storm sewer easements shown herein and not heretofore dedicated.

The undersigned further agrees that any use or improvements made on this land shall be in conformity with all existing platting, health or other lawful rules and regulations including the applicable off-street parking and loading requirements of the City of North Ridgeville, Ohio, for the benefit of themselves and all other subsequent parties taking title from, under or through the undersigned.

The dimensions of the lots and streets are shown on the plat in feet and decimal parts thereof. Easements are reserved where indicated on the plat for above and beneath the surface of the ground.

In witness thereof the undersigned have hereunto set their hand this ____ day of _____, 20__.

Witness _____ Signed _____
(Greyfoxnorthridgeville LLC)

State/Commonwealth of _____

Before me a notary public in and for said county and state, personally appeared the above named

_____, Owner/Agent who acknowledged the making of the foregoing instrument

and the signing of this plat to be their own free act and deed. In testimony whereof I have hereunto set my hand

and official seal at _____, this ____ day of _____, 20__.

Notary public

My commission expires

DRAINAGE AND STORM SEWER EASEMENTS:

Drainage and storm sewer easements as shown hereon, outside of the public right of way, including, but not limited to, grading, drainage, storm sewers, and drainage structures are the responsibility of the Eagle Meadows Subdivision Homeowners Association. These improvements are privately held and, therefore, the complete responsibility of the Homeowners Association with rights to access, install, maintain, replace, and/or remove storm sewers, inlets, ditches, swales, earth mounds, vegetation, and/or other appurtenances as necessary. Work shall be in accordance with all applicable regulatory agencies including the City of North Ridgeville, the Ohio Environmental Agency and the United States Army Corps of Engineers.

LEGEND		
DESCRIPTION	FOUND	SET
WAG NAIL	o W.M.S.	X
MONUMENT BOX	□	■
IRON PIN	○ I.P.F.	●
IRON PIPE	⊙ P.F.	
LIMITED ACCESS R/W	--- Ex LA --- Ex LA ---	
CENTERLINE	-----	
PROPERTY LINE	-----	
RIGHT-OF-WAY LINE	----- Ex R/W -----	
EASEMENT LINE	-----	
ORIGINAL PROP. LINE	-----	
ORIGINAL LOT LINE	-----	

Sheet Index	
Sheet Number	Sheet Title
1	TITLE
2	SUBLOTS
3	EASEMENTS

EAGLE MEADOW

TITLE

PROJECT NUMBER

2143

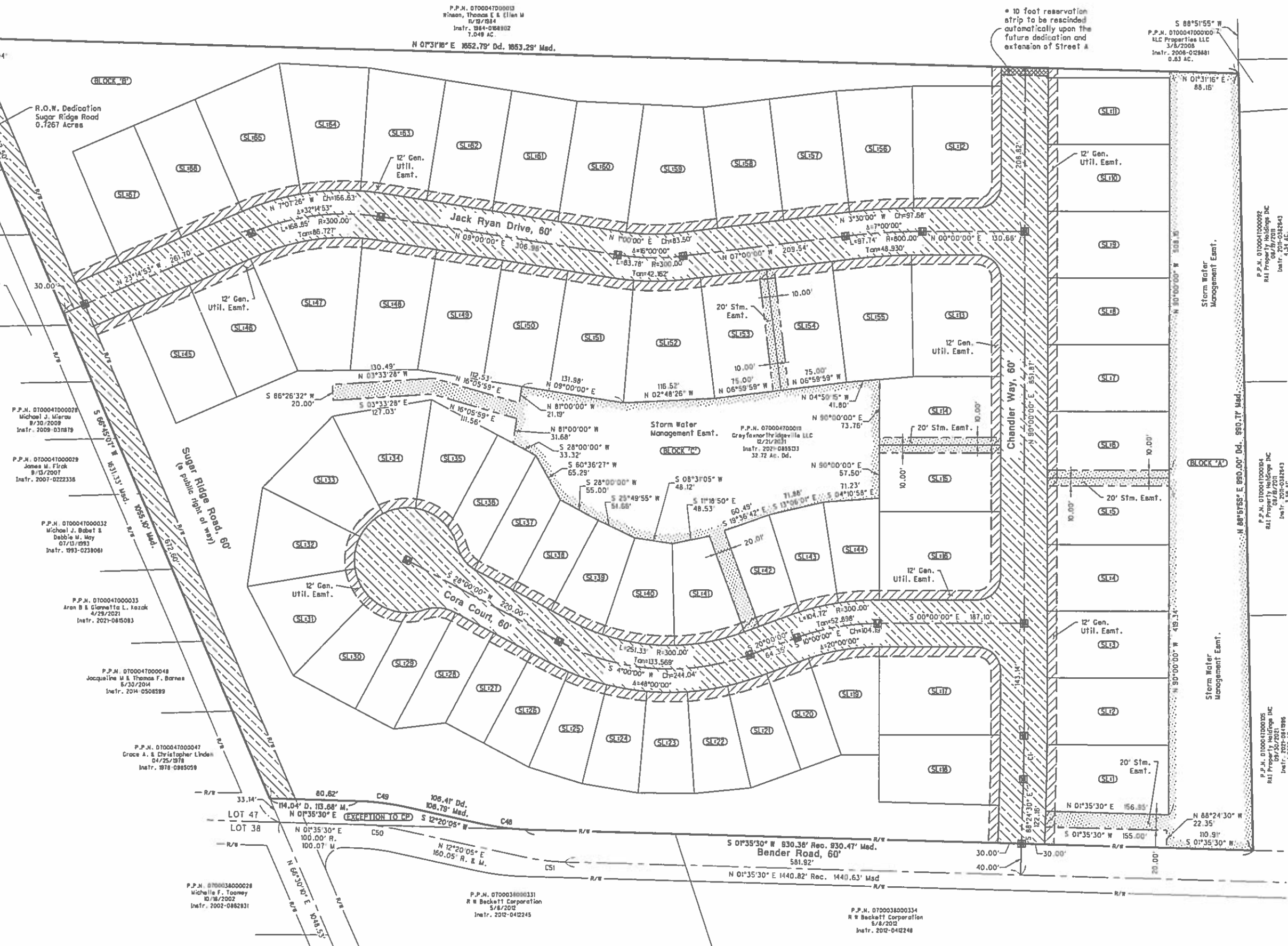
DATE

2023-05-30

1
3



GENERAL CURVE TABLE						
SEGMENT	LENGTH	RADIUS	CHORD	CHORD BEARING	DELTA	TAN
C1	55.56'	2000.00'	55.55'	S 89°12'15" E	1°35'30"	27.78'
C2	54.72'	1970.00'	54.72'	N 89°12'15" W	1°35'30"	27.36'
C3	47.12'	30.00'	42.43'	S 45°00'00" W	90°00'00"	30.00'
C4	89.72'	270.00'	89.31'	S 09°31'12" E	19°02'25"	45.28'
C5	4.52'	270.00'	4.52'	S 19°31'12" E	0°57'35"	2.26'
C6	40.64'	330.00'	40.61'	S 16°28'20" E	7°03'20"	20.34'
C7	51.62'	330.00'	51.56'	S 08°27'49" E	8°57'42"	25.86'
C8	51.62'	330.00'	51.56'	S 00°29'52" W	8°57'42"	25.86'
C9	51.62'	330.00'	51.56'	S 09°27'34" W	8°57'42"	25.86'
C10	51.62'	330.00'	51.56'	S 18°25'16" W	8°57'42"	25.86'
C11	29.36'	330.00'	29.35'	S 25°27'03" W	5°05'53"	14.69'
C12	40.89'	50.00'	39.76'	S 04°34'09" W	46°51'42"	21.67'
C13	22.23'	67.00'	22.13'	S 09°27'17" E	19°00'51"	11.22'
C14	51.93'	67.00'	50.64'	S 22°21'24" W	44°24'31"	27.35'
C15	42.09'	67.00'	41.40'	S 62°33'34" W	35°59'48"	21.77'
C16	42.09'	67.00'	41.40'	N 8°26'39" W	35°59'48"	21.77'
C17	42.09'	67.00'	41.40'	N 45°26'51" W	35°59'48"	21.77'
C18	42.09'	67.00'	41.40'	N 09°27'03" W	35°59'48"	21.77'
C19	50.20'	67.00'	49.03'	N 30°00'37" E	42°55'32"	26.34'
C20	27.35'	67.00'	27.16'	N 63°10'03" E	23°23'20"	13.67'
C21	37.20'	50.00'	36.35'	N 53°32'46" E	42°37'53"	19.51'
C22	3.69'	50.00'	3.69'	N 30°06'55" E	4°13'50"	1.85'
C23	45.17'	270.00'	45.12'	N 23°12'27" E	9°35'06"	22.64'
C24	93.28'	270.00'	92.81'	N 08°31'05" E	19°47'37"	47.11'
C25	87.75'	270.00'	87.36'	N 10°41'22" W	18°37'16"	44.27'
C26	13.93'	330.00'	13.93'	N 18°47'26" W	2°25'08"	6.97'
C27	51.62'	330.00'	51.56'	N 13°06'01" W	8°57'42"	25.86'
C28	49.64'	330.00'	49.60'	N 04°18'35" W	8°37'10"	24.87'
C29	47.12'	30.00'	42.43'	N 45°00'00" W	90°00'00"	30.00'
C30	47.12'	30.00'	42.43'	S 45°00'00" W	90°00'00"	30.00'
C31	14.14'	770.00'	14.14'	S 00°31'34" E	1°03'08"	7.07'
C32	79.93'	770.00'	79.90'	S 04°01'34" E	5°56'52"	40.00'
C33	66.85'	330.00'	66.74'	S 01°11'47" E	1°36'26"	33.54'
C34	25.30'	330.00'	25.29'	S 08°48'13" W	4°23'34"	12.66'
C35	18.22'	270.00'	18.22'	S 07°03'59" W	3°52'00"	9.11'
C36	133.74'	270.00'	132.38'	S 09°03'27" E	28°22'52"	68.27'
C37	78.18'	330.00'	78.00'	N 16°27'39" W	13°34'27"	39.28'
C38	77.02'	330.00'	76.85'	N 02°59'14" W	13°22'23"	38.69'
C39	30.53'	330.00'	30.52'	N 08°20'59" E	5°18'02"	15.28'
C40	5.96'	270.00'	5.96'	N 08°22'02" E	1°15'56"	2.98'
C41	69.43'	270.00'	69.24'	N 00°22'02" E	14°44'04"	34.91'
C42	8.44'	830.00'	8.44'	N 06°42'31" W	0°34'59"	4.22'
C43	81.59'	830.00'	81.56'	N 03°36'03" W	5°37'57"	40.83'
C44	11.37'	830.00'	11.37'	N 00°23'32" W	0°47'04"	5.68'
C45	47.12'	30.00'	42.43'	N 45°00'00" W	90°00'00"	30.00'
C46	11.19'	2030.00'	11.19'	S 89°50'31" E	0°18'57"	5.60'
C47	45.19'	2030.00'	45.19'	S 89°02'46" E	1°16'32"	22.60'
C48	48.75'	260.00'	48.68'	S 06°57'47" W	10°44'35"	24.45'
C49	60.00'	320.00'	59.91'	S 06°57'47" W	10°44'35"	30.09'
C50	54.37'	290.00'	54.30'	N 06°57'47" E	10°44'35"	27.27'
C51	54.38'	290.00'	54.30'	N 06°57'47" E	10°44'35"	27.27'



12' General Utility Easmt.

Storm Water Management Easmt.

Dedicated R.O.W.

DAVEY Resource Group

PROJECT NUMBER

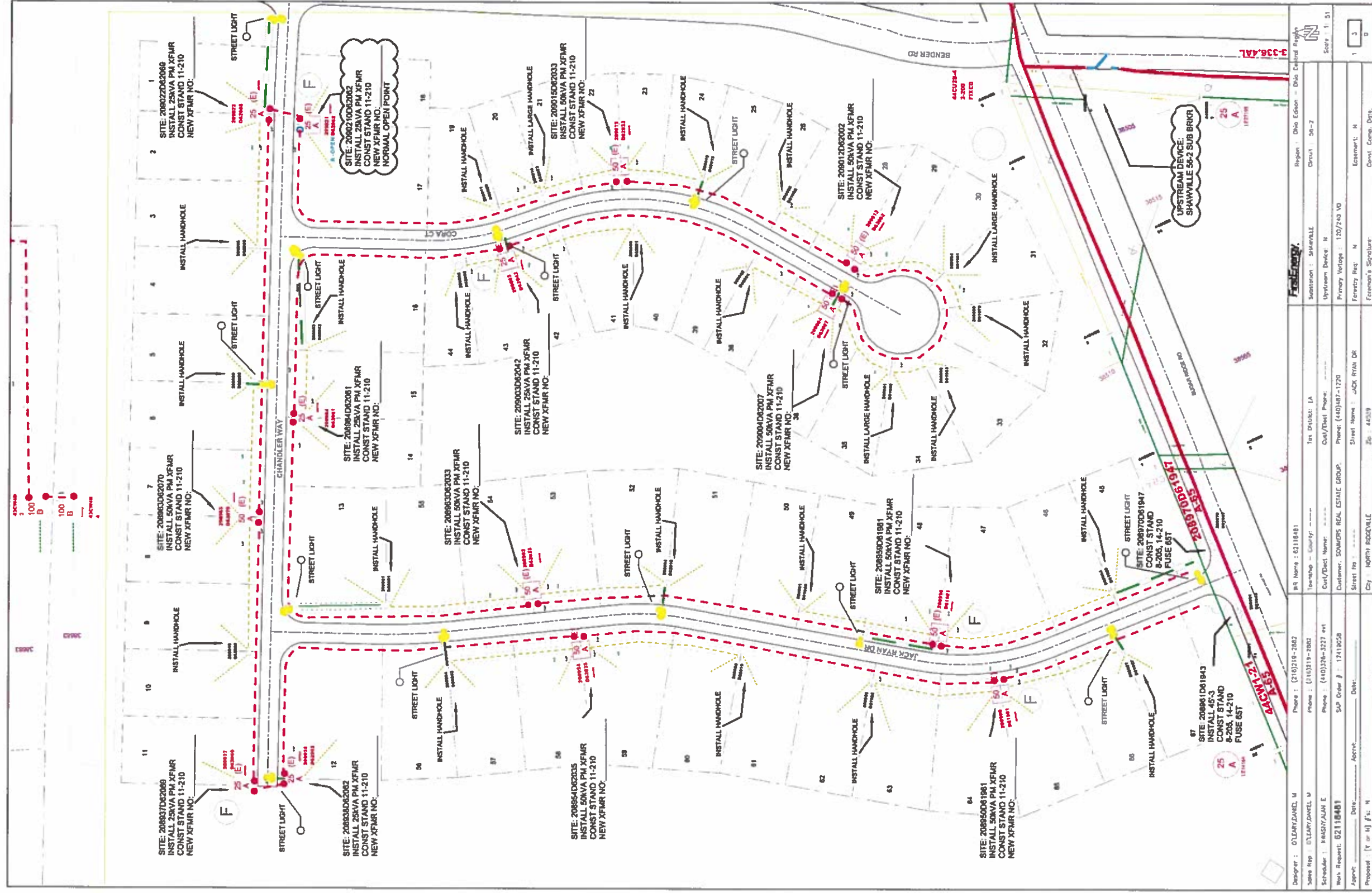
2143

DATE

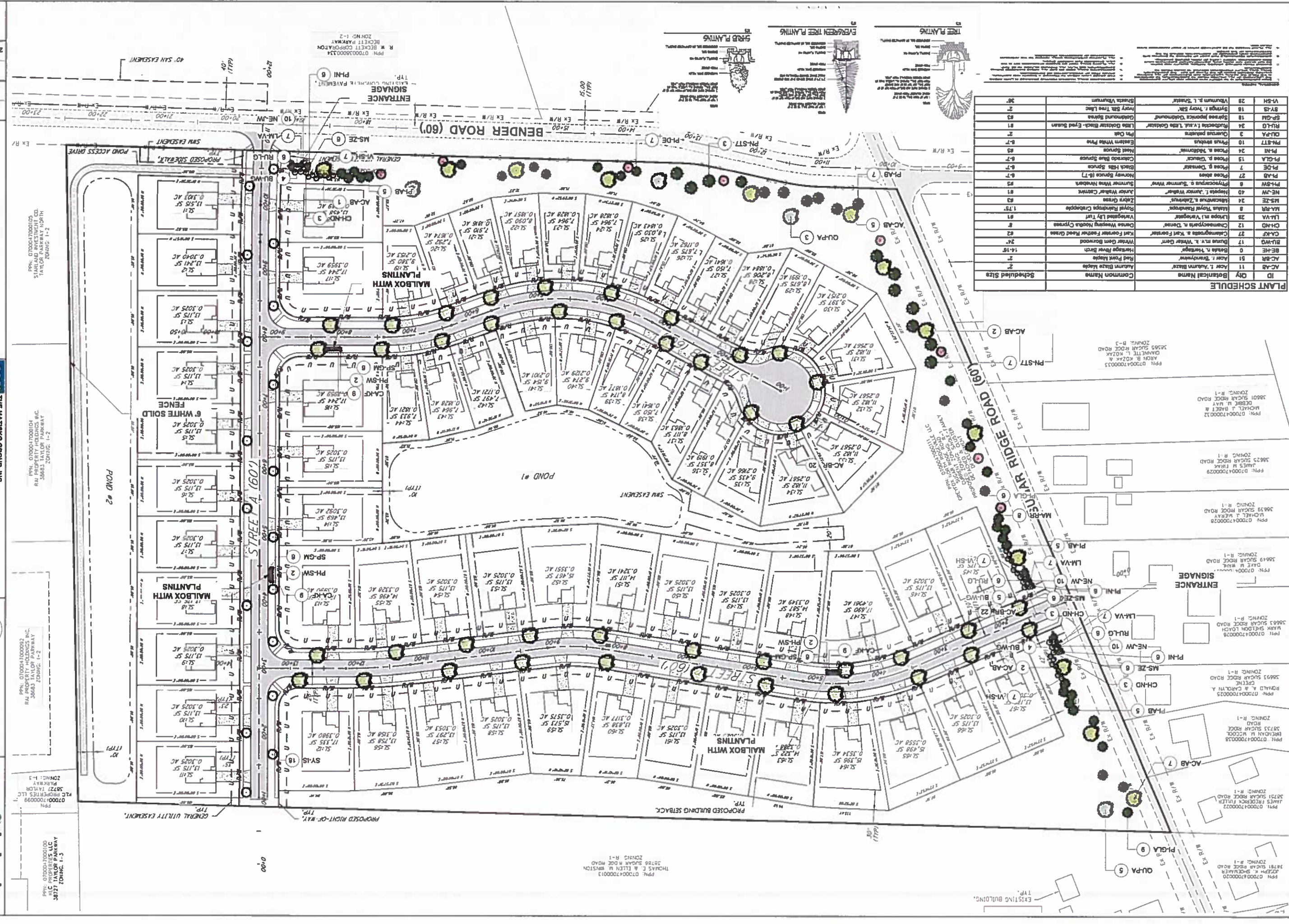
2023-05-30

3

3



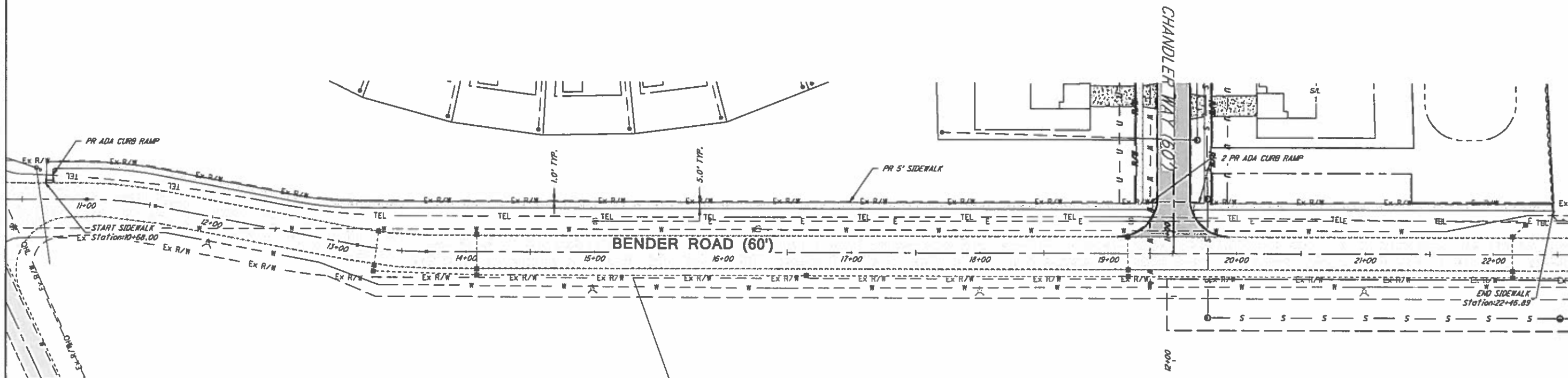
PLANT SCHEDULE		ID	Qty	Botanical Name	Common Name	Scheduled Size
1	1	AC-AS	11	Acacia, "Australian Black"	Autumn Blaze Maple	2"
2	1	AC-BR	51	Acacia, "Brandywine"	Red Point Maple	14-16"
3	1	BA-WG	17	Banana M.v., "White Gem"	Wheat Germ Barwood	24"
4	1	CA-FC	27	Callanagrostis, "Karl Foerster"	Karl Foerster Feather Reed Grass	62"
5	1	CH-HD	12	Chamaecyparis, "Dance"	Orange Weeping Norway Cypress	81"
6	1	LA-VA	25	Liriodendron, "Unicolored"	Unicolored Lily Tree	81"
7	1	MA-RN	8	Malus "Royal Raindrops"	Royal Raindrops Crabapple	1.75'
8	1	MA-ZE	24	Malus, "Zebra"	Zebra Grass	83"
9	1	NE-WJ	40	Nepeta, "Jumbo White"	Summer White Catmint	81"
10	1	PA-SW	6	Physocarpus, "Summer White"	Summer White Nandina	85"
11	1	PI-AS	27	Pinus strobus	Monterey Spruce (6-7')	6-7'
12	1	PI-DE	7	Pinus, "Dorsey"	Black Hills Spruce	6-7'
13	1	PI-GLA	15	Pinus, "Glauca"	Colorado Blue Spruce	6-7'
14	1	PI-MI	24	Pinus, "Millbrook"	Mill Spruce	85"
15	1	PI-S77	10	Pinus strobus	Eastern White Pine	6-7'
16	1	QU-PA	3	Quercus pedunculata	Pink Oak	81"
17	1	RU-LG	24	Rubus, "Lutescens"	Large Redflower Black-Eyed Susan	81"
18	1	SP-GM	18	Spiraea japonica, "Goldmound"	Goldmound Spiraea	83"
19	1	SV-AS	16	Syringa, "Troya Silk"	Heavy Silk Tree Lilac	83"
20	1	VS-SH	28	Viburnum, "Shastri"	Shastri Viburnum	36"



EAGLE MEADOW
LANDSCAPE PLAN

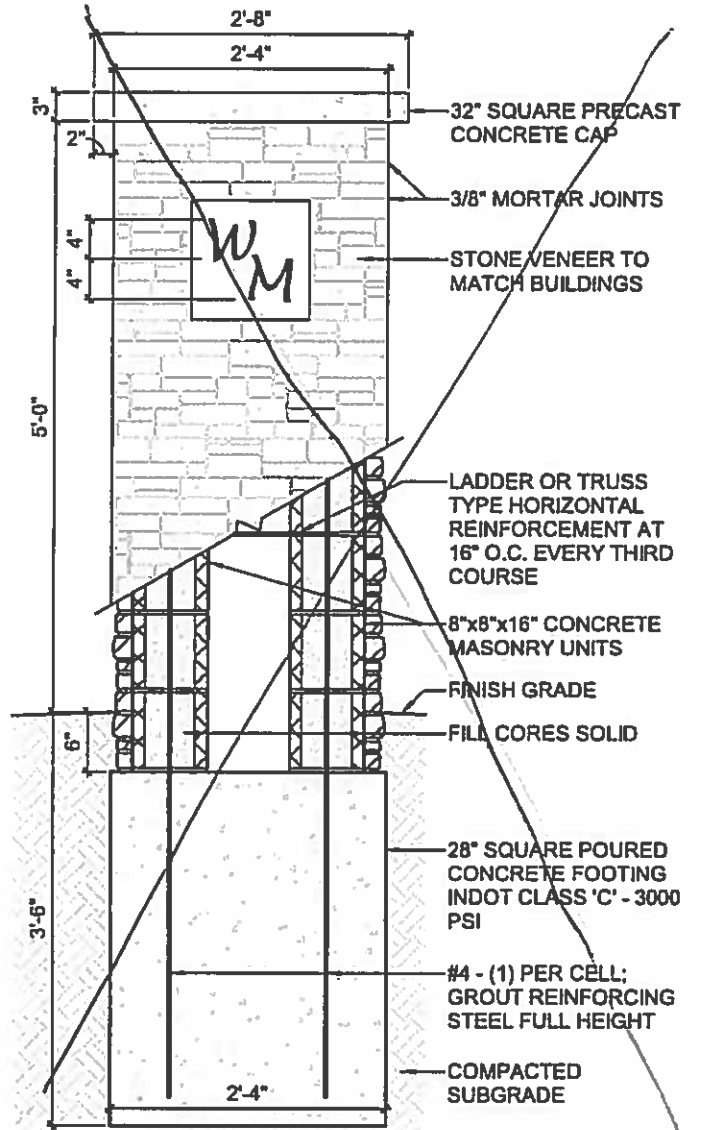
THE MATSKO GROUP, INC.
LANDSCAPE ARCHITECTS
24071 PLASMARCO DRIVE
WESTLAKE, OHIO 44141
514.227.1000

DAVEY  **Davey Resource Group**
Resource Group
1161 SUTTON CENTER ROAD, P.O. BOX 37
SUTTON CENTER, OHIO 44274
PHONE: 330.594.0004 FAX: 330.594.0423

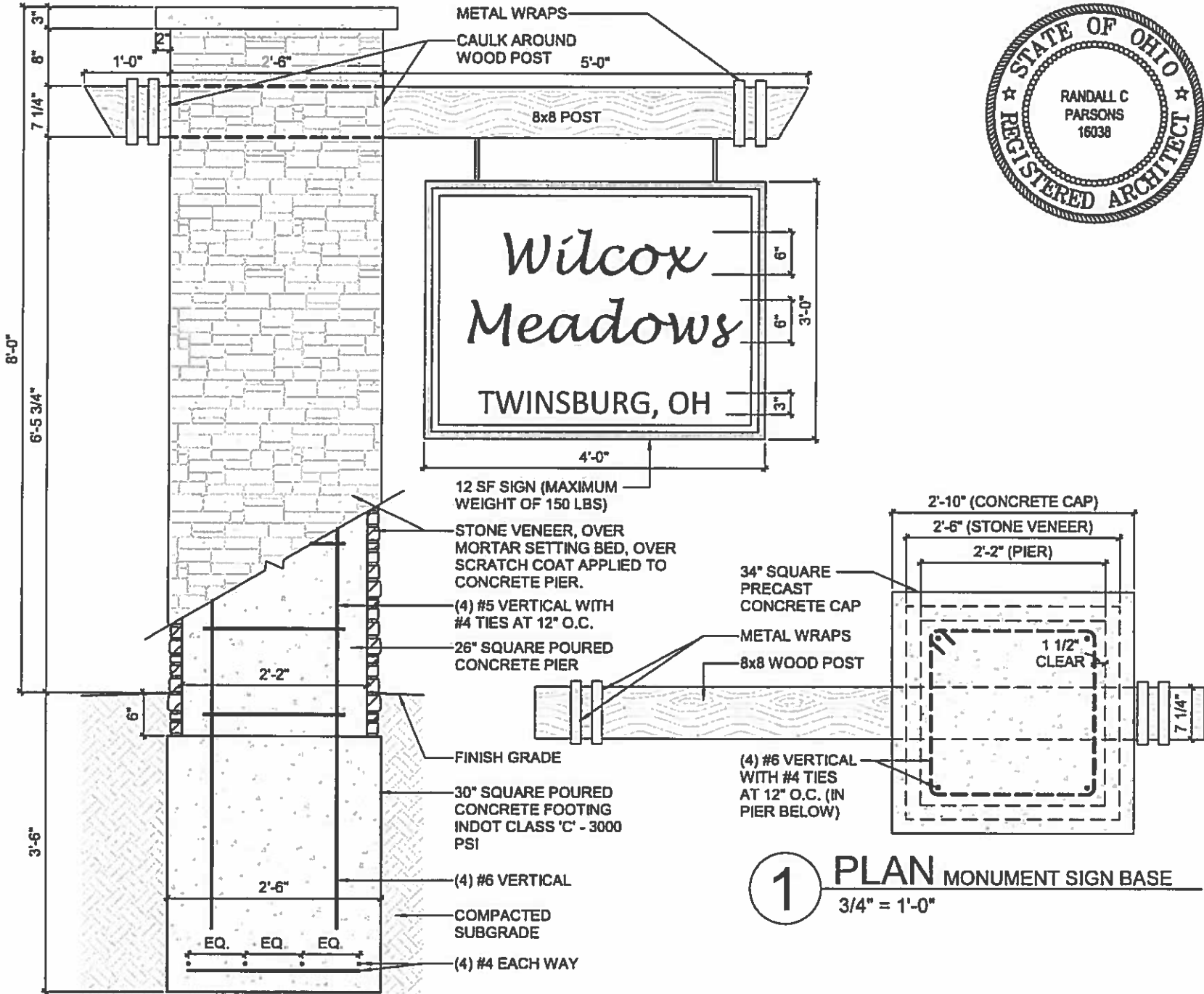


PLAN: SIDEWALK EXHIBIT
1"=40' H

EXTERIOR FINISH MATERIALS		
ITEM	MATERIAL / STYLE	COLOR
STONE VENEER	PRESTIGE STONE WEATHER LEDGE	KOKIAK RIDGE (MATCH EXISTING)
POSTS / FENCE	WOOD	CEDAR
WRAPS	METAL	OIL RUBBED BRONZE



3 SECTION DECORATIVE COLUMN
3/4" = 1'-0"



2 ELEVATION MONUMENT SIGN
3/4" = 1'-0"

1 PLAN MONUMENT SIGN BASE
3/4" = 1'-0"



Eagle
Meadow

48"

~~Eagle
Meadow~~
NORTH RIDGEVILLE, OH

36"

~

RECEIVED 7/7/23

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

OF

EAGLE MEADOW SUBDIVISION

CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO

GREYFOXNORTHRIDGEVILLE LLC

An Ohio limited liability company

BOX 1102

CHARDON, OHIO 44024

This Instrument Prepared By:

GREYFOXNORTHRIDGEVILLE LLC

**EAGLE MEADOW HOMEOWNERS’
ASSOCIATION, INC.**

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

**EAGLE MEADOW SUBDIVISION, NORTH RIDGEVILLE,
LORAIN COUNTY, OHIO**

THIS DECLARATION, (the “**Declaration**”) made this ____ day of _____, 2023, by and between GREYFOXNORTHRIDGEVILLE LLC, an Ohio limited liability company (hereinafter referred to as “**Declarant**”), and EAGLE MEADOW HOMEOWNERS’ ASSOCIATION, INC., an Ohio not-for-profit corporation (hereinafter referred to as the “**Association**”).

PREAMBLE

- A. The Declarant is the owner of real property containing approximately 32.72 acres situated along Bender Road and Sugar Ridge Roads in North Ridgeville, Lorain County, Ohio consisting of Sublots 1 through 67, inclusive, duly dedicated public streets and Common Areas all as shown on the Site Plan (the “**Subdivision**”), which is legally described in **Exhibit “A”** attached hereto and incorporated herein (the “**Property**”);
- B. The Declarant desires to create a separate planned residential community pursuant to Ohio Revised Code Chapter 5312 (the Ohio Planned Community Law) on the Property which, upon completion, is planned to consist of (however the Declarant is under no obligation to construct) sixty seven (67) Dwelling Units (hereafter defined) (to be constructed on individual Sublots (hereafter defined), and including publicly dedicated rights-of-way and Common Areas (hereafter defined) to be owned and maintained by the Association (hereafter defined) for the benefit of the Owners (hereafter defined) of the Dwelling Units;
- C. The Declarant has deemed it desirable for the efficient preservation of the values and amenities in the Property to create an agency to which should be delegated and assigned the powers of maintaining and administering the Areas of Common Responsibility within the Property and administering and enforcing the covenants and restrictions of this Declaration, and collecting and disbursing the assessments and charges created therein, and to this end has incorporated under the laws of the State of Ohio, as a non-profit corporation, being **EAGLE MEADOW HOMEOWNERS’ ASSOCIATION, INC.**, (hereinafter referred to as the “**Association**”) for the purposes of exercising the functions aforesaid;
- D. The Association joins in this Declaration for the purpose of accepting the duties and responsibilities imposed upon it by the protective covenants and restrictions herein contained; and

- E. Declarant declares that the Property, as the same may be expanded from time to time, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as “**Covenants and Restrictions**”) hereinafter set forth, and further specified that this Declaration shall constitute covenants to run with the land and shall be binding upon Declarant, and its successors and assigns and all other owners of any part of said real Property, together with their grantees, successors, heirs, executors, administrators or assigns.

ARTICLE I

PREAMBLE; PROPERTY; DECLARANT'S RIGHT TO ADD AND DELETE LAND

Section 1.1 - Preamble

The Preamble is incorporated in and made a part of this Declaration.

Section 1.2 – Property

The Property which is and shall be owned, held, transferred, sold, used and occupied subject to this Declaration is the real property described in **Exhibit “A”** and shown graphically on **Exhibit “B”**.

Section 1.3 – Expansion and Contraction of the Property

(a) The Declarant reserves the right from time to time to add additional property to the Property and to subject the same to the provisions of this Declaration. To add any additional property, the Declarant shall execute and record a Subsequent Amendment to this Declaration which expressly provides that the land described therein shall become a part of the Property and shall be subject to the Covenants and Restrictions, except as the same may be modified by the Subsequent Amendment. The additional property may be any directly adjacent or contiguous real property (the “**Additional Property**”) and may be annexed by the Declarant without the consent of Members within ten (10) years of the date this Declaration is recorded in the Lorain County records.

(b) The Declarant reserves the right from time to time to delete lands from the Property (provided the lands so deleted have not been previously declared Common Areas) and thereby to free such lands from the provisions of this Declaration. Lands not owned by Declarant may be deleted from the Property only with the written consent of the title owner thereof. To delete such lands, the Declarant shall execute and record a Subsequent Amendment to this Declaration which expressly provides that the land described therein shall no longer be a part of the Property and shall no longer be subject to the provisions set forth in this Declaration.

Section 1.4 – Developer’s Right to Divide and Combine the Property During Class ‘B’ Control Period

During the Class ‘B’ Control Period, the Declarant shall have the unilateral right, privilege, and option, without the consent of the Class “A” Members, to divide the Property into two or more

separate properties governed by separate associations, or to combine property within any other community with the Property pursuant to Section 1.3 above, in which case the resulting Property may, at the option of Declarant, be governed by either the Association or by any other association governing another community thereby being combined. To accomplish such division or combination the Declarant shall execute and record a Subsequent Amendment to this Declaration.

Section 1.5 – Property

After the expiration of the Class ‘B’ Control Period, the Board shall have the right, with the consent of two-thirds (2/3rds) of each class of Members of the Association, to divide the Property into two or more properties governed by separate associations, or to combine any other community with the Property pursuant to Section 1.4 above, in which case the resulting Property may, as approved by two-thirds (2/3rds) of each class of Members of the Association, be governed by either the Association or by any other association governing another community thereby being combined. To accomplish such division or combination the Association shall execute and record a Subsequent Amendment to this Declaration.

Section 1.6 – Development by Declarant

It is contemplated that the Property will be developed pursuant to a plan (including the Site Plan), which may, from time to time, be amended or modified. Declarant reserves the right, but will not be obligated, to pursue the development, construction and marketing of the Property, or the right to direct the size, shape, and composition of the Property, and the right to create and/or designate Sublots, Common Areas or to subdivide all or any portion of the Property, subject to any limitations imposed on portions of the Property by any applicable Plat. Without limiting the preceding sentence, Declarant reserves the right, at any time and in Declarant’s sole discretion, to (a) plat any unplatted land within the Property, in whole or in part and in phases, (b) replat any platted land within the Property, in whole or in part, and (c) convert residential lots to Common Areas, (d) convert Common Areas to residential lots, (e) impose or remove easements, and (f) effect any other land use or change in land use which is conducive to the completion of the development of the Community or the sale of land owned by Declarant within the Property. Collectively, the rights reserved to the Declarant as set forth in this Declaration shall be known as the "Development Rights", and Declarant hereby reserves the right and privilege for itself, and/or its assigns, to exercise the Development Rights, and any other rights reserved on behalf of the Declarant as set forth in this Declaration until twenty-four (24) months after the expiration or termination of the Class ‘B’ Control Period, except the right to appoint and remove Board members and officers of the Association which shall be governed by the provisions set out in the Code. These rights may be exercised with respect to any portions of the Property or the Common Areas. As each portion of the Property is developed or dedicated, Declarant may designate the use, classification and such additional covenants, conditions and restrictions as Declarant may deem appropriate for such Property.

ARTICLE II **EXHIBITS AND DEFINITIONS**

Section 2.1 - Exhibits

The following Exhibits are attached to and made a part of this Declaration:

<u>EXHIBIT "A":</u>	A legal description of the Property
<u>EXHIBIT "B":</u>	Site Plan
<u>EXHIBIT "C":</u>	Form Certificate of Compliance (See 7.27 of this Declaration)
<u>EXHIBIT "D":</u>	Code of Regulations (Bylaws) of Eagle Meadow Homeowners' Association, Inc.

Section 2.2 - Definitions

For the purposes of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

- (a) **"Act"**. Ohio Revised Code Chapter 5312 (the Ohio Planned Community Law).
- (b) **"Affiliate of Declarant"**. Any person who controls, is controlled by, or is under common control with the Declarant. (1) A Person "controls" the Declarant if the Person (a) is a general partner, officer, director, managing member or employer of the Declarant, (b) directly or indirectly or acting in concert with one or more other Persons, or through one or more subsidiaries owns, controls, holds with power to vote, or holds proxies representing more than twenty percent (20%) of the voting interest in the Declarant, (c) controls in any manner the election of a majority of the directors of the Declarant, or (d) has contributed more than twenty percent (20%) of the capital of the Declarant; (2) a Person "is controlled by" a Declarant if the Declarant (a) is a general partner, officer, director, or employer of the Person, (b) directly or indirectly or acting in concert with one or more other Persons, or through one or more subsidiaries, owns, controls, holds with power to vote, or holds proxies representing more than twenty percent (20%) of the voting interest in the Person, (c) controls in any manner the election of a majority of the directors of the Person, or (d) has contributed more than twenty percent (20%) of the capital of the Person. Control does not exist if the powers described in this subsection are held solely as security for an obligation and are not exercised.
- (c) **"Areas of Common Responsibility"**. The Areas of Common Responsibility shall mean and refer to (1) the Common Areas (including Open Spaces); (2) the entrances to the Property situated off of existing and future public streets that abut the Property (the **"Entrances"**) and landscaping, lighting, irrigation and other improvements with the Entrances; (3) islands and/or medians within public rights-of-way to which the Association has been granted landscaping easements, if any; (4) sidewalks and all walking or recreation paths (if any) within Common Areas; (5) storm drainage that generally serves the Property and that is not the responsibility of the City or the County, including stormwater retention/detention and management areas (including such areas outside the Property over which an easement has been granted to the Association); (6) real and personal property owned by the Association; (7) real and personal property not owned by the Association but determined by the Board to be the responsibility of the Association; (8)

landscaping of the Common Areas; (9) maintenance and repair of structure(s) within the Common Areas (including fencing); (10) lighting within the Common Areas; and (11) any bridges not located on an individual Sublot and associated pathways.

(d) **"Articles"** or **"Articles of Incorporation"**. The Articles of Incorporation of the Association which are filed with the Secretary of State of Ohio to create the Association.

(e) **"Assessments"**. The assessments levied against all Owners of Dwelling Units to fund Common Expenses.

(f) **"Association"**. Eagle Meadow Homeowners' Association, Inc., a non-profit Ohio corporation, its successors and assigns, created to govern, operate, control and administer the Areas of Common Responsibility and to supervise and enforce this Declaration.

(g) **"Board"**. The Board of Directors of the Association.

(h) **"Builder"**. Builder shall mean any Person who (1) purchases a Sublot within the Property for the purpose of the construction and sale of one or more Dwelling Units, such Builder also being an Owner during the period such Builder owns title to the Sublot; or (2) is retained by an Owner to construct a Dwelling Unit or any addition thereto.

(i) **"City"**. North Ridgeville, Lorain County, Ohio.

(j) **"Class 'B' Control Period"**. The period of time in which, among other things set forth herein, Declarant reserves the right to facilitate the development, construction, and marketing of the Property, and the right to direct the size, shape and composition of the Property. The expiration of the Class 'B' Control Period is set forth in Section 5.2(b)(2) of this Declaration.

(k) **"Code"**. The Code of Regulations of the Association which is the instrument filed with this Declaration that is referred to as "Regulations" pursuant to Ohio Revised Code Chapter 1702 (Ohio Nonprofit Corporation Law).

(l) **"Common Areas"**. All real and personal property now or hereafter owned by the Association or otherwise held for the common use and enjoyment of the Owners or Occupants. Common Areas shall include all portions of the Property not part of a Sublot, and not part of a dedicated right-of-way. The Common Areas are intended for the common use, benefit and enjoyment of all Occupants of the Property. Any Owner may delegate, in accordance with the Code and subject to reasonable rules, regulations, and limitations as may be adopted in accordance therewith, his or her right of enjoyment to the Common Areas and facilities to the members of his or her family, tenants, and social invitees and shall be deemed to have made a delegation of all such rights to the Occupants of any leased Dwelling Unit. Common Areas does not mean or imply that the public at large acquires any easement of use or enjoyment therein. The Common Areas are not for the use by the general public, but are for the common use and enjoyment of the Owners and Occupants of Dwelling Units within the Property. The Common Areas shall be conveyed to the Association at the time of the termination of the Class 'B' Control Period, or such earlier time as desired by the Declarant in its sole and absolute discretion.

(m) **"Common Expenses"**. The actual and estimated expenses of operating the Association, both for general or special purposes, including reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Code, and the Articles of Incorporation of the Association. Unless otherwise provided in this Declaration, all costs the Association incurs in the administration, governance and maintenance of the Property are Common Expenses and all costs of administration, operation, maintenance, repair and replacement of Common Areas are Common Expenses. The funding for the perpetual inspection, operation and maintenance of the storm water management system is a Common Expense.

(n) **"County"**. Lorain County, Ohio.

(o) **"Design Review Committee"**. The committee created by this Declaration and granted original jurisdiction to review and approve or disapprove exterior and structural improvements, including the Dwelling Units, landscaping, additions to the Dwelling Units and changes within the Property.

(p) **"Declarant"**. Greyfoxnorthridgeville LLC, an Ohio limited liability company, and the specifically designated successors or assigns of any of their rights as Declarant under the Declaration or under any supplement to the Declaration involving the Property as the same may be expanded or contracted from time to time. No person, real or corporate, shall be deemed to be a successor, alternate or additional Declarant for the purposes of the Declaration unless and until such person or entity has been specifically so designated by Declarant herein, by instrument in writing and placed of record, and shall be deemed a successor and assign of Declarant only to the particular rights and interests of Declarant under the Declaration or under a supplement to the Declaration. The Declarant is also sometimes referred to herein as the **"Original Declarant"**.

(q) **"Dwelling Unit(s)"**. All units of residential housing to be situated on the Property. Without limiting the generality of the foregoing, Dwelling Unit(s) shall mean a portion of the Property intended for any type of independent ownership for use and occupancy as a single family residence and shall, unless otherwise specified, include within its meaning (by way of illustration, but not by way of limitation) single family houses (including attached Dwelling Units) on separately platted Sublots, as may be developed, used and defined as herein provided or as provided in Subsequent Amendments; provided, further, the term Dwelling Unit shall also include all portions of the Sublot owned as a part of any structure thereon. For the purposes of this Declaration, a Dwelling Unit shall come into existence when the improvements constructed thereon are sufficiently complete to reasonably permit the habitation thereof, whether or not a certificate of occupancy has been issued for the Dwelling Unit by the governmental authority having jurisdiction over the same, and the Dwelling Unit has been conveyed to a person other than the Declarant.

(r) **"Eligible Mortgage Holders"**. Eligible Mortgage Holders shall mean banks, savings and loan associations, insurance companies and other institutional lenders, holders, insurers or guarantors of first mortgages on the Property or portions thereof.

(s) **"Governing Documents"**. This Declaration, the Code, any standards set forth by the Design Review Committee, any policy manual or rule and regulations applicable to the Association promulgated by the Association pursuant to this Declaration, and resolutions of the Board, as each may be adopted and amended from time to time.

(t) **"Member"**. A person or entity entitled to membership in the Association, as provided in the Declaration and Code.

(u) **"Occupant"**. A person in possession of a Dwelling Unit including, without limitation, an Owner or any guest, invitee, lessee, tenant, or family member of an Owner occupying or otherwise using a Dwelling Unit.

(v) **"Open Spaces"**. Land that is assigned for open space use, including "common land" and "open spaces" (if any) required by the City's or County's Planning and Zoning Code, if any. The Open Spaces are to be owned and administered by the Association.

(w) **"Owner"**. The record Owner of fee simple title in a Sublot and Dwelling Unit situated thereon, including the Declarant (except as otherwise provided herein) with respect to any unsold Dwelling Unit, but Owner shall exclude in all cases any party holding an interest merely as security for the performance of an obligation. If a Dwelling Unit is sold under a land installment contract, the purchaser ("vendee") (rather than the fee Owner) will be considered to be the Owner. For the purpose of this Declaration, the Owner of Dwelling Units that are rented to others shall be as follows: for the purpose of votes and Assessments, the record Owner of the Dwelling Unit; for the purpose of use and enjoyment of common facilities and amenities which are part of the Common Areas, the Tenant residing in the Dwelling Unit. Every Owner shall be treated for all purposes as a single Owner for each Dwelling Unit held irrespective of whether such ownership is joint or in common. Where such ownership is joint or in common, the majority vote of such Owners shall be necessary to cast any vote to which such Owners are entitled.

(x) **"Ownership Interest"**. The entire right, title and interest of any Owner in all of the freehold and leasehold estates of such Owner in his Dwelling Unit.

(y) **"Plat" or "plat"**. The subdivision plat(s) creating the Sublots, Common Areas and streets/roads within the Property. The Plat(s) will specifically designate thereon the Common Areas owned or to be owned by the Association.

(z) **"Person"**. A natural individual, corporation, partnership, limited partnership, limited liability company, trust or other entity to which the law attributes the capacity of having rights and duties.

(aa) **"Property"**. The land described in **Exhibit "A"** of this Declaration as the same may from time to time be amended.

(bb) **"Proposed Dwelling Unit"**. Shall mean and refer to Dwelling Units proposed but not yet constructed or Dwelling Units under construction as shown on preliminary plans submitted by the Declarant or a Builder and any subsequent plans approved by the City.

(cc) **"Rules"**. Rules and regulations promulgated by the Board that govern the operation and use of the Sublots, Dwelling Units, Areas of Common Responsibility, Common Areas, and any other property owned by the Association.

(dd) **"Site Plan"**. The preliminary site plan of the Property prepared by Polaris Engineering and Surveying, Inc. attached hereto as **Exhibit "B"**. The Site Plan may be supplemented and amended by the Declarant from time to time. The Site Plan shows the Property described in **Exhibit "A"**.

(ee) **"Special Declarant Rights"** means those rights reserved for the benefit of the Declarant as provided for in this Declaration and the Code, and shall include, without limitation, the following rights: (1) to maintain sales offices, management offices, customer services offices, signs identifying and/or advertising the Property; (2) to grant and to reserve easements over the Property and to use easements through the Common Areas for the purpose of making improvements within the Property; and (3) to expand the Property in accordance with the terms contained herein; and (4) to appoint or remove any Board Members or officers of the Association during the period that the Declarant has the right to elect or designate members of the Board.

(ff) **"Subdivision"** means Eagle Meadow Subdivision as shown and graphically depicted on the Site Plan.

(gg) **"Sublot"**. A platted single-family lot upon which a Dwelling Unit has been or may be constructed.

(hh) **"Subsequent Amendment"**. An amendment to this Declaration which adds additional property to that covered by this Declaration, or deletes property from that which is covered by this Declaration. A Subsequent Amendment may, but is not required to: (i) impose, expressly or by reference, additional restrictions and obligations on the land submitted by such Subsequent Amendment to the provisions of this Declaration; and/or (ii) otherwise amend this Declaration and/or the Code.

(ii) **"Tenant"**. Any person(s) having a possessory leasehold estate in a Dwelling Unit, other than an Owner.

ARTICLE III **EASEMENTS**

Section 3.1 - Utility Easements

There is hereby reserved in favor of Declarant and granted to the Association, its successors and assigns, a non-exclusive easement upon, across, over, through and under the Property for ingress, egress, installation, replacement, repair and maintenance of all utilities and service lines and systems including, but not limited to, water, storm and sanitary sewers, energy, drainage, gas, telephone, electricity, television, cable and communication lines and systems. By virtue of this easement, it shall be expressly permissible for the Declarant and/or the Association and their successors and assigns, or the providing utility or service company, to install and maintain facilities and equipment on the Property provided that such facilities shall not materially impair or interfere with any Dwelling Units and provided further than any areas disturbed by such installation and maintenance are restored to substantially the condition in which they were found. Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utility service lines or facilities for such utilities may be installed or located except as approved by the Declarant or the Design Review Committee or unless the same are shown on a recorded plat. There is hereby reserved in favor of the Declarant and the Association the right (but not the obligation) to grant neighboring property owners easements for utility purposes so long as the granting of easements for utility purposes does not overburden the utilities serving the Property. Any conflicts between the provisions of this Section and a plat granting similar easements shall be resolved in favor of the plat.

Section 3.2 - Easement for Ingress and Egress

There is hereby created a non-exclusive easement upon, across, over and through all roadways, sidewalks, walkways, pathways and parking areas constructed within the Common Areas in favor of Declarant and the Association, all Owners, Occupants, and their respective guests, licensees and invitees for pedestrian ingress and egress, to and from all of the various portions of the Property. Notwithstanding the foregoing, the Declarant and/or the Association may limit this right of ingress and egress by a Subsequent Amendment. There is hereby reserved in favor of the Declarant or the Association the right (but not the obligation) to grant neighboring property owners easements for roadway access purposes so long as the granting of an easement does not overburden the roadways serving the Property.

Section 3.3 – Owner’s Easement of Enjoyment

Declarant, every Owner, an Occupant and the guest of such parties shall have a right and non-exclusive easement of use and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Sublot, subject to the following provisions:

(a) the right of the Association to suspend the voting rights and right to use of the recreational facilities (if any) by an Owner for any period during which any assessment against his Sublot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its Rules;

(b) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board. After the Class 'B' Control Period, no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been signed by seventy-five percent (75%) of the Members and has been recorded with the County.

Section 3.4 - Common Areas

Declarant, all Owners, Occupants and the guests of such parties shall have the right to enter upon, and shall have the non-exclusive right and easement to use and enjoy the Common Areas for their intended purposes in accordance with this Declaration and the applicable Rules which shall be appurtenant to and shall pass with the title to every Sublot, subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board. After the Class 'B' Control Period, no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by seventy-five percent (75%) of the Members has been recorded.

During the Class 'B' Control Period and for a period of ten (10) years thereafter, Declarant and its licensees shall have the right, but not the obligation, to enter upon the Common Areas for purposes of inspecting, improving, modifying and repairing the Common Areas and/or any improvements thereon at Declarant's expense; provided; however, nothing contained herein shall obligate Declarant to make any such inspections, improvements or repairs.

Section 3.5 - Easements for Construction, Alteration, etc.

Easements are hereby created in favor of the Declarant, the Association, all Owners, and their respective agents, contractors, and employees upon such portions of the Common Areas and Sublots as may be reasonably necessary for access thereto in connection with the construction, alteration, rebuilding, restoration, maintenance and repair of any Dwelling Unit or other structures and improvements within the Property or serving the Property; provided, however, that in the exercise of any rights under this easement, there shall be no unreasonable interference with the use of any Dwelling Unit, Sublot, or other structure or improvement on the Property. Any Person benefiting from the foregoing easement shall indemnify and save harmless the Declarant, the Association, and each Owner and Occupant from and against any and all losses, damages, liabilities, claims and expenses, including reasonable attorneys' and paralegals' fees resulting from any such construction, rebuilding, alteration, restoration, maintenance and shall repair any damage caused in connection with such activities to substantially the condition that existed prior to such activities.

All Sublots will be subject to an easement of ingress and egress for the benefit of Declarant, the Builder, its employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of the Sublots as may be expedient or necessary for the construction, servicing and completion of Dwelling Units and landscaping upon adjacent Sublots, provided that such easement will terminate as to any Sublot two (2) years after the date such Sublot is conveyed to an Owner other than a Builder. Any damage to a Sublot caused by Declarant due to exercise of the foregoing

completion easement rights, shall be promptly repaired by the party exercising such easement rights after completing its construction activities in the damaged area.

Section 3.6 - Parking in Common Areas; Off-Street Parking Spaces

There shall be no parking of motor vehicles within the Common Areas.

Section 3.7 - Emergency and Service Easements

There is hereby granted to the City and the County an easement for access to the Common Areas for emergency purposes or in the event of nonperformance of maintenance of improvements affecting the public interest. Advance notice is not required for emergency entrance onto the Common Areas. Fire, police, health, sanitation, medical, ambulance, school buses, utility company, mail service and other public or quasi-public emergency and service personnel and their vehicles shall have an easement for ingress and egress over and across all roads or drives within the Property for the performance of their respective duties.

Section 3.8 - Drainage Rights and Authority to Transfer Drainage and other Easement Rights to the City

The Declarant, each Owner, and the Association shall have the non-exclusive right and easement in common to utilize storm detention and/or retention areas (if any), storm sewers and drainage pipes in, over, and upon the Common Areas for the purposes of drainage of surface waters on the Property, said right and easement being hereby established for said purpose. It shall be the obligation of the Association to properly maintain, repair, operate and control such drainage system on the Common Areas unless and until those easement areas are dedicated by the Association and accepted by the City and/or the County or other governmental authority having jurisdiction by formal action of the City and/or County. No Person shall interfere with, by means of constructing any structure or otherwise, the free flow of water through any drainage ditches, swales, storm water easements or storm sewers within the Property, without the written consent of the Association and the North Ridgeville City Engineer.

During the Class 'B' Control Period and for a period of five (5) years thereafter, Declarant hereby reserves for the benefit of Declarant and any Builder, a blanket easement on, over and under the ground within the Property (excluding the area where a Dwelling Unit is located) to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance, and will be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage facilities. Notwithstanding the foregoing, nothing herein will be interpreted to impose any duty upon Declarant or any Builder to correct or maintain any drainage facilities within the Property. Any damage to a Sublot caused by or due to the exercise of the foregoing drainage easement rights, shall be promptly repaired by the party exercising such easement rights after completing its construction activities in the damaged area.

Section 3.9 - Easement to Maintain Sales Offices, Models, Signage, etc.

Notwithstanding any provisions contained in this Declaration to the contrary, so long as the construction and sale of Dwelling Units by the Declarant (or an Affiliate of the Declarant or the holder of Special Declarant Rights) is continuing within the Property, it shall be expressly permissible for the Declarant to maintain and carry on upon portions of the Common Areas such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction and/or sale of Dwelling Units within the Property, including, but not limited to, administrative/customer services, construction offices/trailers, parking signs, identification signs, sales signs, and sales and resales offices, and the Declarant, its guests, licensees and invitees shall have an easement for access to all such facilities. The right to maintain and carry on such facilities and activities shall specifically include the right to use Dwelling Units owned by the Declarant, as models and sales offices. The Declarant further reserves the right for itself and its successors, assigns, contractors, material suppliers and others performing work and furnishing materials to construct Dwelling Units and other improvements upon the Property to conduct business and carry on construction/site development activities during business hours that are customary within the Northeast Ohio area. The construction, placement or maintenance of improvements and signage by Declarant will not be considered a nuisance, and Declarant hereby reserves the right and privilege for itself to conduct the activities enumerated in this Section until twenty-four (24) months after expiration or termination of the Class 'B' Control Period. This Section may not be amended or modified without the express written consent of the Declarant.

Section 3.10 - Maintenance Easement

There is hereby reserved for the benefit of the Association and its agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement (but not the duty) to enter upon any Sublot for the purpose of maintenance and/or maintaining reasonable standards of health, fire safety, and appearance within the Property; provided that such right and easement shall not impose any duty or obligation upon Declarant or the Association to perform any actions; and provided further, that in the exercise of its rights hereunder the Declarant or Association shall be entitled to be reimbursed by such Owner.

Section 3.11 – Environmental Easement

There is hereby reserved for the benefit of Declarant, the Association, and their respective agents, employees, successors, and assigns, an alienable, transferable, and perpetual right and easement on, over, and across the Common Areas and the vacant portion of a Sublot for the purpose of taking any action necessary to effect compliance with the environmental rules, regulations, and procedures from time to time promulgated or instituted by the Board, the Design Review Committee, or by any governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides and the right to maintain wetland areas.

Section 3.12 - Scope of Easements and Dedication of Roadways and Utilities

As the improvements to be located within the Property for the easement rights granted or reserved hereunder may be definable within specific areas, the Declarant or the Association (with

the Declarant's prior written consent so long as Declarant is a Class "B" Member) shall have the right (but not the obligation) to: (a) limit such easements to specific areas and purposes, and record a document or documents releasing the balance of the lands from the burden of such easements; and/or (b) record a Plat or other document or documents setting forth the specific areas subjected to such easements; and/or (c) dedicate to public or private use specific areas (and the improvements contained therein) within the Property to meet the requirements of the County, City, and/or other public authorities having jurisdiction over the same. The Declarant or the Association may exercise any of such rights without the necessity of obtaining the consent or approval of Owners and other Persons for whose benefit the easement rights are granted or reserved.

Section 3.13 – Owner’s Right to Ingress and Egress

Each Owner shall have the perpetual right as an appurtenance to such Owner’s Dwelling Unit to ingress and egress over, upon and across the Common Areas necessary for access to his or her Dwelling Unit, and such rights shall be appurtenant to and pass with the title to the Dwelling Unit.

Section 3.14 - Easement to Inspect and Right to Correct

During the Class ‘B’ Period and for a period of ten (10) years thereafter, Declarant reserves for itself, its assigns and for the Declarant’s architect, engineer, other design professionals, builder, including the Builder, and contractors the right, but not the duty, to inspect, monitor, test, redesign, repair, correct, and relocate any structure, improvement, or condition that may exist on any portion of the Property, including the Sublots, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise this right. The party exercising such rights will promptly repair, at its sole expense, any damage resulting from the exercise of this right. This Section may not be construed to create a duty for Declarant, the Association, or any architect, engineer, design professional, builder or contractor, and may not be amended without Declarant’s advanced written consent. In support of this reservation, each Owner, by accepting an interest in or title to a Sublot, hereby grants to Declarant an easement of access and entry over, across, under, and through the Property, including without limitation, all Common Areas and the Owner’s Sublot and all improvements thereon for the purposes contained in this Section.

Section 3.15 - Easements To Run With the Land

All easements and rights described herein are easements appurtenant to the Property, including the Sublots, Dwelling Units, and the Common Areas, shall run with said lands, perpetually and at all times shall inure to the benefit of and be binding upon the Declarant, its successors and assigns, and any Builder, Owner, Tenant, Occupant, purchaser, mortgagee, or other Person having an interest in the Property, or any part or portion thereof. Reference to the easements and rights described in any part of this Declaration, in any deed of conveyance, lease, mortgage, trust deed, declaration for another type of residential association, or other evidence of obligation, shall be sufficient to grant such easements and rights to the respective grantees, lessees, mortgagees or trustees of such property, or any portion thereof, and to reserve to the grantor or lessor therein, their successors and assigns, as easements appurtenant to the remainder of the such properties, easements created by this Declaration for the benefit of any Owner, Tenant, Occupant,

purchaser, mortgagee, City, County, and/or other Person in respect to any portion of the Property as fully and completely as though such easements and rights were recited fully as set forth in their entirety in such document.

ARTICLE IV

OWNERSHIP AND OPERATION OF COMMON AREAS

Section 4.1 - Conveyances of Common Areas

Declarant shall convey the Common Areas to the Association on or before termination of the Class 'B' Control Period. Such conveyance shall be by limited warranty deed and shall have priority over all liens and encumbrances whatsoever except the easements, covenants, restrictions and provisions of this Declaration; easements, covenants, restrictions, conditions and other similar matters of record; real estate taxes and assessments which are a lien, but are not due and payable at the time of said conveyance; and zoning and other ordinances, if any. The Association shall hold title to said parcels subject to the provisions of this Declaration. After title to the Common Areas are transferred to the Association, except as otherwise provided herein (including the reservation by Declarant of easement rights), the Declarant shall have no greater ownership or control over the Common Areas than the ownership or control of Owners or Occupants within the Property, or the Additional Property as the same is added to the Property. The Declarant reserves the right to sign a transfer tax exemption form on behalf of the Association during or after the Class 'B' Control Period.

Declarant, and its assignees, reserves the right, from time to time and at any time, to designate by written and recorded instrument portions of the Property being held by the Declarant for the benefit of the Association. Upon the recording of such designation, the portion of the Property identified therein will be considered Common Areas for the purpose of this Declaration. Declarant and its assignees may also at any time assign, transfer or convey to the Association interests in real or personal property within or for the benefit of the Property, the general public, local governmental entities or districts or otherwise, as determined in the sole and absolute discretion of the Declarant. All or any real or personal property assigned, transferred and/or conveyed by the Declarant to the Association shall be deemed accepted by the Association upon Declarant's or its assignee's assignment, transfer or conveyance to the Association without consent or action by the Association, and shall be considered Common Area without regard to whether such real or personal property is designated by the Declarant as Common Area. If requested by the Declarant, the Association will execute a written instrument, in a form requested by the Declarant, evidencing acceptance of such real or personal property; provided, however, execution of a written consent by the Association shall in no event be a precondition to acceptance by the Association. The assignment, transfer, and/or conveyance of real or personal property to the Association may be by deed without warranty, may reserve easements in favor of the Declarant or a third party designated by Declarant over and across such property, and may include such other provisions, including restrictions on use, determined by the Declarant, in the Declarant's sole and absolute discretion. Property assigned, transferred, and/or conveyed to the Association may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. **ALL PROPERTY CONVEYED TO THE ASSOCIATION WILL BE DEEMED CONVEYED IN ITS THEN "AS-IS" CONDITION, WITH ALL FAULTS,**

AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, EXCEPT TO THE EXTENT DECLARANT OR ASSIGNEE PROVIDES AN EXPRESS, WRITTEN WARRANTY IN THE DEED OR OTHER DOCUMENT MAKING SUCH CONVEYANCE. TO THE FULLEST EXTENT PERMITTED BY LAW, ALL WARRANTIES PERTAINING TO COMMON AREAS, INCLUDING BUT NOT LIMITED TO STATUTORY AND IMPLIED WARRANTIES (INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF HABITABILITY, MERCHANTABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS FOR A PARTICULAR PURPOSE), ARE HEREBY DISCLAIMED BY DECLARANT AND WAIVED BY THE ASSOCIATION AND EACH OWNER. Upon Declarant's written request, the Association will re-convey to Declarant any unimproved real property that Declarant originally conveyed to the Association for no payment.

Section 4.2 - Use of Common Areas

Any Owner may delegate, in accordance with the Code and subject to reasonable rules, regulations, and limitations as may be adopted in accordance therewith, and in further accordance with all City zoning restrictions, his or her right of enjoyment to the Common Areas to the members of his or her family, tenants, and social invitees and shall be deemed to have made a delegation of all such rights to the Occupants or Tenants of any leased Dwelling Unit.

Section 4.3 – Alteration of Common Areas

All alterations to the Common Areas, including, but not limited to, installation of any improvements, construction of any building or structure, or planting, trimming, or maintenance of any landscaping, lawn or trees, shall be made or done solely by or at the direction of the Association (or the Declarant, during the Class 'B' Control Period, shall be done in accordance with all City zoning restrictions, and no such alterations shall be permitted to be completed by any Owner or Occupant without prior written approval of the Association.

Section 4.4 – Annual Inspection of Common Areas – Budget

Commencing upon expiration of the Class 'B' Control Period until ten (10) years thereafter, the Association shall at least annually examine the condition of the Common Areas and Areas of Common Responsibility to evaluate the quality, frequency and adequacy of maintenance performed during the preceding year, and to recommend maintenance for the upcoming year. The examination and report may be performed by one or more experts hired by the Association for this purpose, such as a professional property manager, an engineer or professional contractors such as landscapers and brick masons. Within fifteen (15) days after performing the inspection, the expert should submit to the Board a written report with findings and recommendations. As set forth in the Code, the Board should evaluate the Association's operating budget and reserve accounts for maintenance, repair and replacement in light of the expert's findings and recommendations. Any decision by the Board to reduce or defer recommended maintenance should be made with an evaluation of the potential consequences for future costs and deterioration. Any expert's report shall be a record of the Association that is available to Owners for inspection and copying.

Section 4.5 – No Representations or Warranties Regarding Lakes, Creeks or Drainage Areas

Declarant has informed and hereby informs the Association that any lakes, creeks or drainage areas located within or adjacent to the Property (the "Drainage Areas") are intended primarily for drainage purposes and are not intended as a recreational feature or an amenity with specific aesthetic qualities. DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE DRAINAGE AREAS AND HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES REGARDING THE DRAINAGE AREAS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE ASSOCIATION AND EACH OWNER ACCEPTS THE DRAINAGE AREAS IN THEIR "AS-IS" CONDITION.

Section 4.6 – No Representations or Warranties Regarding Natural Areas

Declarant has informed and hereby informs the Association that certain Common Areas or portions thereof, such as existing wetlands, creeks and waterways, drainage areas, water detention facilities and open spaces, may be intended to be unimproved open space to be left or maintained in a natural or semi-natural condition ("Natural Areas") and are not necessarily intended to be a recreational feature or an amenity with specific aesthetic qualities. Neither Declarant nor the Association shall have any obligation to landscape, repair or otherwise improve any Natural Area. DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE NATURAL AREAS AND HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES REGARDING THE NATURAL AREAS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE ASSOCIATION AND EACH OWNER ACCEPTS THE NATURAL AREAS IN THEIR "AS-IS" CONDITION.

ARTICLE V **THE ASSOCIATION**

Section 5.1 - Existence

The Association is an Ohio not-for-profit corporation. The Association shall not be terminated or dissolved unless the maintenance responsibilities of the Association with respect to the Common Areas are assumed by a successor association or successor in title to the Common Areas.

Section 5.2 - Membership and Voting Rights

(a) Classes of Membership

The membership of the Association is and shall be divided into two (2) classes:

- (1) Class "A" Membership.** Each Owner of a Sublot, with the exception of the Declarant, shall automatically be a Class "A" Member of the Association. All Owners shall be Members of the Association, and

membership in the Association is mandatory of all Owners of Sublots within the Property. The Class "A" Membership is appurtenant to the ownership of each Sublot and shall not be separable from the ownership of any Sublot and shall be deemed to have been terminated with any voluntary or involuntary conveyance of any Sublot, whether or not such membership is expressly referred to in the instrument effecting such conveyance, at which time the new Owner or other successor in interest shall immediately and automatically become a Member of the Association with all rights and responsibilities relative thereto. No Owner, whether one or more Persons, shall have more than one membership in the Association per Sublot owned.

- (2) **Class "B" Membership.** The Declarant shall automatically be the sole Class "B" Member of the Association.

(b) **Voting Rights**

- (1) **Class "A" Member.** Class "A" Members shall be entitled to one (1) equal vote for each Sublot in which they hold the interest required for membership under Section 5.2(a)(1) hereof; there shall be only one (1) vote for each Sublot. In any situation where a Member is entitled to exercise a vote and more than one (1) Person holds the interest in such Sublot required for membership, the vote for such Sublot shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the vote of the Sublot shall be suspended if more than one (1) Person seeks to exercise it. In the case of a Sublot owned or held in the name of a corporation, partnership, limited partnership, limited liability company, trust or other entity, a certificate signed by such Owner shall be filed with the Secretary of the Association naming the Person authorized to cast a vote for such Sublot, which certificate shall be conclusive until a subsequent substitute certificate is filed with the Secretary of the Association. If such certificate is not on file, the vote of such entity shall not be considered, nor shall the presence of a Person purporting to act on behalf of such entity at a meeting be considered in determining whether the quorum requirement for such meeting has been met. When a fiduciary or other legal representative of an Owner has furnished to the Association proof of such person's authority, such person may vote as though he or she were the Owner.
- (2) **Class "B" Member.** The Class "B" member shall be the Declarant and shall be entitled to four (4) votes for each Sublot owned. The Class "B" membership shall cease at such time as the Declarant or a successor designated by the Declarant is no longer an Owner of a fee simple interest in the Property. The period during which the Class "B" Membership exists is referred to as the "Class 'B' Control Period."

For purposes of determining the number of votes allowed under this Section the total number of Sublots shall be sixty-seven (67), which is the total number of Sublots which the Declarant intends to (but is not obligated to) submit to the provisions of this Declaration.

Section 5.3 - Board and Officers of the Association

The Board and the Officers of the Association shall be elected as provided in the Code and shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, the Articles of Incorporation and Code, except as otherwise specifically provided.

Section 5.4 - Powers of the Association

Notwithstanding the rights and easements of enjoyment and use created in Article III of this Declaration, and in addition to any power the Association shall have pursuant to this Declaration or in law, the Association shall have the power:

(a) To borrow money from time to time for the purpose of improving the Common Areas or for meeting its obligations with respect to the Areas of Common Responsibility, and may secure said financing by an assignment of future income from Assessments; provided, however, no such financing shall be secured with a mortgage upon any portion of the Property owned by the Association.

(b) To take such steps as are reasonably necessary to protect the Common Areas from foreclosure.

(c) To convey the Common Areas or a portion thereof, to a successor; provided, however, that any such conveyance shall require the affirmative vote of seventy-five percent (75%) of each class of Members, and provided further that such successor shall agree, in writing, to be bound by the easements, covenants, restrictions and spirit of this Declaration, provided that if ingress and egress to any Sublot is through any Common Area, such conveyance shall be subject to the Owner's easement of ingress or egress.

(d) To enter or authorize its agents to enter on or upon the Property, or any part thereof, when necessary in connection with any maintenance, repair or construction for which the Association is responsible or has a right to maintain, repair or construct. Such entry shall be made with as little inconvenience to the Owner and Occupants thereof as practicable and any damage caused thereby shall be repaired by the Association.

(e) To grant or obtain or dedicate to public use easements and rights-of-way (i) for access and easements for the construction, extension, installation, maintenance or replacement of utility services and facilities, or (ii) to or from a public utility or governmental authority, and to or from any body or agency which has the power of eminent domain or condemnation over any portion of the Property; provided, however, that after the Class 'B' Control Period no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer be signed by seventy-five percent (75%) of the Members has been recorded. Prior to the

termination of the Class 'B' Control Period the Declarant has the exclusive authority to exercise the right of dedication or transfer.

(f) Borrow money, and issue, sell and pledge notes, assessments or Additional Assessments, or assign the future income from such assessments.

(g) The Association may convey a fee simple interest or a security interest in Common Areas with the approval of at least seventy-five percent (75%) of the voting power of the Association.

ARTICLE VI **RESPONSIBILITIES OF THE ASSOCIATION**

The Association shall have the exclusive duty to perform the following functions:

Section 6.1 - Maintenance of Areas of Common Responsibility

The Association shall maintain the Areas of Common Responsibility in a clean, safe, neat, healthy and workable condition, and in good repair, and shall promptly make all necessary repairs and replacements, structural and nonstructural, ordinary as well as extraordinary, subject only to the provisions of this Declaration. The Association has the right to set aside portions of the Common Area (including Open Space) to be left to grow in their natural state; provided, however, areas to remain in their natural state may not contradict any requirements of landscaping plan reviewed and approved by the City. The Association is under no obligation to clear, trim, mow, fertilize or otherwise maintain the natural vegetation in such natural areas. The Association may provide equipment and supplies necessary for the maintenance (including landscape maintenance) and enjoyment of such property. All work performed by the Association under this Article shall be performed in a good and workmanlike manner.

As set forth above, the Site Plan is subject to change, and as such, Declarant may reconfigure the Site Plan and construct certain other amenities within Areas of Common Responsibility (although not required to do so) which are not specifically delineated herein. Such other amenities may include, for example, a clubhouse, playground or other recreational facilities (the "Amenities"). In the event that other Amenities are constructed within the Property by Declarant or the Association, such Amenities shall be within the Areas of Common Responsibility, and the maintenance, security and upkeep of such Amenities shall be completed by the Association, and the cost of which shall be considered Common Expenses. The Site Plan, brochures, illustrations, information and marketing materials relating to the Property (collectively, the "Conceptual Plans") are conceptual in nature and are intended to be used for illustrative purposes. The land uses and improvements, including but not limited to any Amenities and Open Spaces, reflected on the Conceptual Plans are subject to change at any time and from time to time, and it is expressly agreed and understood that land uses within the Property or the Common Area or outside of the Property may include uses which are not shown on the Conceptual Plans. Neither Declarant nor any Builder or other developer of any portion of the Property or the Common Area makes any representation or warranty concerning such land uses and improvements shown on the Conceptual Plans or otherwise planned for the Property or the Common Area and it is expressly

agreed and understood that no Owner will be entitled to rely upon the Conceptual Plans or any statements made by the Declarant or any of Declarant's representatives regarding any existing or proposed land uses, or proposed or planned improvements in making the decision to purchase any land or improvements within the Property. Each Owner who acquires a Sublot within the Property acknowledges that development of the Property and/or the Common Area will likely extend over many years, and agrees that the Association may not engage in, or use Association funds to support, any protest or challenge, or make any form of objection to, development of the Property or the Common Area or changes in the Conceptual Plans as they may be amended or modified from time to time.

The City, as a third party beneficiary, may, although under no obligation or duty to do so, compel the Association's compliance with this Section 6.1 as the City deems necessary by court action or by any other means. The City shall have the right, after thirty (30) days written notice to the Association, to perform such actions required of the Association hereunder, with the costs thereof levied as an Assessment against the Association in the same manner that the Association may levy Assessments against an Owner pursuant to Article IX herein. Should the Association fail to pay such Assessment to the City, the City shall have the same enforcement rights against the Association as the Association has against a delinquent Owner pursuant to Sections 9.3 and 9.9 herein, and shall have the right to (i) place a lien against the Common Areas in the same manner as provided in Article X herein for liens by the Association placed on Dwelling Units, and (ii) may levy Assessments against Dwelling Unit Owners for the payment of such Assessment in the same manner as the Association may levy Assessments against Owners, and, in the event any such Owner shall fail to pay any such Assessment levied by the City, the City shall have all remedies as the Association for such failure, including, but not limited to, the right to place a lien on a nonpaying Owner's Dwelling Unit pursuant to Article X herein.

The following are included among such Areas of Common Responsibility:

(a) **Entrances.** To operate, and to maintain, repair and replace, any entranceway area at or in the vicinity of any entrance to the Property from public roadways, and all associated landscaping and other related facilities, walkways, benches, signs, lighting, and decorative walls, situated at or in the vicinity of the entrance(s) to the Property.

(b) **Common Areas and Open Spaces.** To maintain all improvements and landscaping situated within the Common Areas (including, but not limited to, roads, entrances, fences, walls, gates, sidewalks, and all walking or recreation paths, paving, and all utilities installed within such Common Areas) in a good and attractive condition, for the use and enjoyment of Owners. The Association shall accept a deed to and hold title to such areas in accordance with Section 4.1. The obligations set forth in this subsection shall be deemed to run with the land and shall burden the party accepting any such deed and title to the Common Areas.

(c) **Common Area Lighting.** With respect to all parts (including, but not limited to, poles, standards, fixtures) of a lighting system (if any) which may be installed by or at the direction of Declarant or the Association in the Common Areas, to maintain the same in good order and condition, to make all replacements and renewals necessary to so maintain the same, and to operate and to pay all costs of operating the same. Each Owner shall pay the cost of operating any and all

lights within such Owner's Sublot, and shall maintain the same in good order and working condition, making all necessary replacements and repairs.

(d) **Maintenance of Non-Association Property.** The Association shall maintain property which it does not own, including, without limitation, property dedicated to the public, if the Board determines that it is in the best interest of the Association for the Association to maintain the same.

(e) **Storm Water Drainage.** To maintain all piping, culverts, drains, storm water detention and retention basins, and other facilities now or hereafter situated upon any portion of the Property that are not the responsibility of the City or the County and which are intended for the collection, retention, detention, transmittal or disposal of storm-water in clean and sanitary condition and in good order and repair and to make all replacements and renewals necessary to so maintain the same. The Owner's responsibilities shall be deemed transferred to the Association concurrently with the conveyance of the Common Areas to the Association pursuant to Section 4.1 of this Declaration.

Section 6.2 - Taxes and Assessments

The Association shall pay all taxes and assessments levied against portions of the Property owned by the Association, including, without limitation, personal property taxes, general real estate taxes and special assessments certified by the applicable public authority following conveyance of such property to the Association, the same to be prorated to the date such property is created as a separate tax parcel and is submitted to this Declaration.

Section 6.3 - Utilities

The Association shall pay all charges for water, sewer, electricity, light, heat or power, telephone and other services used, rented or supplied to or in connection with any property owned and/or operated by the Association. All such utility services shall be contracted for, metered and billed by and through the Association.

Section 6.4 – Maintenance of Common Area Landscaping

The Association shall provide maintenance, repair, and replacement of the lawn and landscaping situated within designated areas of the Common Areas (subject to the provisions of Section 6.1). Such maintenance may include, but may not be necessarily limited to, irrigation, mowing and edging or lawn areas, weeding, fertilizing, replacement of dead plant material, re-seeding and re-mulching.

Section 6.5 - Insurance and Reconstruction

The insurance which shall be carried upon the Common Areas shall be governed by the following provisions:

(a) **Casualty Insurance.** The Association shall carry casualty insurance on all insurable improvements comprising the Common Areas and all personal property as may be owned by the Association and for which the Association is responsible (the "**Casualty Policy**"). Such insurance shall be written in the name of, and the proceeds thereof shall be payable to the Association. The casualty insurance to be purchased hereunder by the Association shall be in an amount not less than one hundred percent (100%) of the insurable replacement cost of such improvements, with a "Guaranteed Replacement Cost Endorsement" (excluding excavation and foundation costs and other items normally excluded from coverage), as determined by a qualified appraiser, the amount determined and the insurance to be reviewed annually and adjusted if necessary. The cost of the appraisal shall be a Common Expense. Such insurance shall include the following coverages:

- (1) loss or damage by fire and other hazards covered by the standard extended coverage endorsement;
- (2) such policy shall include, if reasonably available, a "Construction Code Endorsement" or its equivalent, a "Demolition Cost Endorsement" or its equivalent, an "Increased Cost of Construction Endorsement" or the equivalent, a "Contingent Liability from Operation of Building Laws Endorsement", or its equivalent, and an "Agreed Amount and Inflation Guard Endorsement" or its equivalent; and
- (3) such other risks (including flood insurance if such insurance is available) as from time to time customarily shall be covered with respect to improvements similar to those within the Common Areas in construction, location and use, including, but not limited to, debris removal, vandalism, malicious mischief, windstorm and water damage, subject to such deductible amounts as the Board shall determine, provided, however, such deductible amounts shall not exceed the lesser of Five Thousand Dollars (\$5,000) or one percent (1%) of the policy amount. Deductible amounts shall be treated as a Common Expense.

(b) **Liability Insurance for Common Areas.** The Association shall insure itself, the members of the Board, and the Owners and Occupants of Dwelling Units against liability for personal injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from or relating to the Common Areas, including, without limitation, water damage, legal liability, hired automobile, non-owner automobile and off-premises employee coverage, such insurance to afford protection to a limit of not less than One Million Dollars (\$1,000,000) in respect to personal injury, disease, illness or death suffered by any one person, and to the limit of not less than One Million Dollars (\$1,000,000) in respect to any one occurrence, and to the limit of not less than One Million Dollars (\$1,000,000) in respect to damage to or

destruction of property arising out of any one accident. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Owners as a group to an Owner. In the event the insurance effected by the Association on behalf of the Owners and Occupants of Dwelling Units who are not Owners against liability for personal injury or property damage arising from or relating to the Common Areas shall, for any reason, not fully cover any such liability, the amount of any deficit shall be a Common Expense to the Owners. The Association shall also obtain directors and officers liability coverage, if reasonably available.

(c) **Fidelity Bonds.** To the extent available for a reasonable premium, a fidelity bond indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association, a Board member, an Owner or of any other person handling the funds of the Association (including a managing agent, a management company and its employees who control or dispense the funds of the Association), in such amount as the Board shall deem desirable on the exercise by the Board of its best business judgment, but in no event shall the amount of the bond be less than an amount equal to three (3) months' Assessments, plus reserves in the custody of the Association, managing agent or management company. The fidelity bond shall name the Association as the obligee, and the premium for such bond shall be a Common Expense. Such bond shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond shall provide that it may not be canceled for non-payment of any premiums or otherwise substantially modified without ten (10) days prior written notice to the Association.

(d) **Flood Insurance.** The Association shall carry flood insurance on all insurable improvements comprising the Common Areas located within a designated flood plain and floodway, as defined by currently effective federal law or regulation.

(e) **Premiums.** Premiums upon insurance policies purchased by the Association shall be paid by the Association prior to the expiration date of such policies and shall be assessed as Common Expenses.

(f) **Owner Casualty and Liability Insurance.** Each Owner shall, at his or her own expense, obtain: (A) casualty insurance covering his or her Dwelling Unit; (B) flood insurance if the Dwelling Unit is located within a designated flood plain or floodway as defined in (d) above; (C) casualty insurance covering the contents of his or her Dwelling Unit and (D) public liability insurance for personal injuries or damage arising out of the use and occupancy of his Dwelling Unit and Sublot.

(g) **Rating of Insurance Company.** All policies for insurance of the Association shall be written with a company licensed to do business in Ohio and holding a rating of B/VI or better in the Financial Category as established by A. M. Best Company, Inc. if reasonably available, or, if not available, the most nearly equivalent rating.

(h) **Annual Review of Policies.** All policies for insurance shall be reviewed annually by the Board to determine whether the coverage contained in the policies is sufficient to make any and all necessary repairs or replacement of the property which may have been damaged or destroyed.

(i) **Waiver of Subrogation.** Each Person as a condition of accepting title and/or possession of a Dwelling Unit and the Association agree for themselves, and their respective successors, heirs, executors, administrators, personal representatives, assigns, and lessees, provided said agreement does not invalidate or prejudice any policy of insurance, that in the event that any building, structure or improvement within the Property or the fixtures or personal property of anyone located therein or thereon are damaged or destroyed by fire or other casualty that is covered by insurance, the rights, if any, of any of them against the other, or against the employees, agents, licensees or invitees of any of them with respect to such damage or destruction and with respect to any loss resulting therefrom are hereby waived.

(j) **Renter's Insurance.** If an Owner rents his Dwelling Unit, such Owner shall require his tenant to obtain a "Renter's Insurance Policy."

Section 6.6 - Management

The Association shall provide the management and supervision for the operation of the Areas of Common Responsibility. The Association shall establish and maintain such policies, programs and procedures to fully implement this Declaration for the purposes intended and for the benefit of the Members and may, but shall not be required to:

- (a) Adopt Rules;
- (b) Engage employees and agents, including without limitation, security personnel, attorneys, accountants and consultants, maintenance firms and contractors;
- (c) Delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company. Such delegation may be evidenced by a management contract which shall provide for the duties to be performed by the managing agent and for the payment to the managing agent of a reasonable compensation. Upon the expiration of each management agreement, the Association may renew said management agreement or enter into a different agreement with the same or a different managing agent, provided that no management agreement or renewal thereof shall be for a period longer than one (1) year (subject to the right of either party to terminate the management contract without cause and without payment of a termination fee, upon ninety (90) days written notice to the other party), and provided, further, that the Board may designate a different managing agent with whom the Association shall enter into an agreement after the end of the then existing management agreement.

Section 6.7 - Rules and Regulations

The Association, through the Board, may make and enforce reasonable rules and regulations governing the Areas of Common Responsibility, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Code of the Association. An Owner shall be subject to the foregoing sanctions in the event of a violation by such Owner, his family, guests, Tenants or by his co-Owners or the family, guests or Tenants of such co-Owners. Furthermore, the Association, through the Board, may, by contract or other agreement, enforce City or County ordinances or permit the City, County or other governmental authority having jurisdiction to enforce ordinances on the Property for the benefit of the Association and its Members. The City and the County shall each have the right, but not the obligation, to enforce the Rules and Regulations in the same capacity as the Association.

Section 6.8 - Original Declarant's Rights

During the Class 'B' Control Period, the Original Declarant shall exercise all or any of the powers, rights, duties and functions of the Association, including, without limitation, the right to levy special assessments as authorized herein, the right to enter into a management contract, the right to obtain insurance under Original Declarant's blanket policy (if any), the right to perform each duty and obligation of the Association set forth herein, the right to collect assessments and disburse all funds of the Association, and the right to have a lien (and to foreclose said lien) on a Dwelling Unit for unpaid assessments in the manner and to the extent granted to the Association as herein provided.

Section 6.9 – Enforcement of Covenants

The Association shall take all actions reasonably necessary under the circumstances to enforce the covenants and restrictions set forth in Article VII hereof. The City and the County shall each have the right, but not the obligation, to enforce the covenants and restrictions in the same capacity as the Association.

ARTICLE VII **COVENANTS AND RESTRICTIONS**

The intent of this Declaration is to cause the Property to be well kept and maintained. Therefore, the covenants and restrictions provided in this Article shall be applicable to the Owners, Land Contract Vendees, Lessees, Tenants and Occupants of the Property. The following Covenants and Restrictions shall be broadly construed and interpreted in furtherance of this intent. The Association, acting through its Board, shall have standing and the power to enforce such standards.

The Association, acting through the Board, shall have authority to make and to enforce standards and restrictions governing the use of the Property in addition to those contained herein,

and to impose reasonable user fees for use of Common Area facilities. Such regulations and use restrictions shall be binding upon all Owners, Land Contract Vendees, Lessees, Tenants and Occupants.

Section 7.1 - Covenant of Good Maintenance and Encroachments

Each Owner shall have the exclusive duty to maintain the interior of such Owner's Dwelling Unit and Sublot in good condition and repair and shall keep the exterior and interior of such Dwelling Unit, Sublot, and the adjacent Common Areas free from debris, rubbish, rubble and other conditions created by such Owners or Occupants or their guests. If a maintenance, repair or replacement required of an Owner, is not promptly commenced or is not diligently and continuously completed by an Owner, the Association, after approval of two-thirds (2/3) vote of the Board, shall have the right (but not the obligation) through its agents and employees, to enter upon said Owner's Sublot and to commence or complete the maintenance, repair or replacement and shall charge the Owner for the cost thereof (together with a reasonable charge for the Association's overhead or administrative costs). If said charge is not paid by the Owner, the Association shall levy a special Assessment against the Owner.

No Owner shall build or place any improvement (temporary or permanent), including buildings, trees, landscaped gardens, fencing etc., within a Common Area or within any easement area, whether granted to a utility company or to any third party. Such Owner violating the previous sentence shall be responsible to remove such violation and return the property to its original condition. The violation of this rule shall give the Association, the City, the County, the Original Declarant and their designated agent the right, in addition to all other rights set forth herein and provided by law, (a) to enter upon the Dwelling Unit or Sublot or portion thereof upon which, or as to which, such violation or breach exists, and summarily abate and remove such encroachment, at the expense of the Owner or Declarant of the Ownership Interest where the violation or breach exists, any structure, thing, or condition that may exist thereon, which is contrary to the intent and meaning of this Declaration, the Code, or the Rules, and the Association, or its designated agent shall not thereby be deemed guilty in any manner of trespass; (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; (c) to commence and prosecute an action for specific performance or an action to recover any damages which may have been sustained by the Association or any of its Members as well as an action for punitive damages if warranted; and/or (d) to collect costs of suit and reasonable attorneys' and paralegals' fees incurred in connection with the exercise by the Association of any remedies hereunder, the same to be deemed "Costs of Collection" under Section 11.3 hereof.

Section 7.2 - Trailers, Sheds and Temporary Structures

No temporary building, shed, trailer, recreation vehicle, garage, tent, or any similar structure shall be used, temporarily or permanently, as a residence or office on any part of the Property at any time. Subject to City regulations, Declarant shall have the right to maintain a temporary trailer on the property in accordance with Article III, Section 3.9 hereof. No shack, barn, shed or any type of "outbuilding" shall be permitted on any Sublot. Except for use by the Declarant, at no time shall a temporary (portable) storage container be located on a Sublot for more than seventy-two (72) consecutive hours.

Storage Sheds: One storage shed per subplot shall be allowed that does not exceed 120 square feet. Sheds must be placed behind the rear of the home. Sheds must be wood, vinyl sided and asphalt shingle roof to match the house colors. No metal or plastic sheds are allowed. All sheds must meet city setback requirements.

Section 7.3 – Fences, Walls and Hedges

Fences, walls, trees, hedges, and shrub plantings shall be maintained in a sightly and attractive manner, and shall not obstruct the right-of-way sight lines for vehicular traffic. Fences and walls of any kind shall not be erected, begun or permitted to remain upon any portion of the Property unless approved by the Design Review Committee or unless originally constructed by the Original Declarant. No fence or wall shall exceed six (6) feet in height and must be situated behind the rear elevation of the home. No chain link or wood fences shall be permitted. Any fences must be black wrought iron type fencing and must fully consist of iron, aluminum or steel. An invisible fence on a Lot used to confine pets is acceptable. No fencing shall be permitted within any easement area, whether or not such easement is benefitting a utility provider or any third party.

Section 7.4 – Play Sets and Recreational Apparatuses

Play sets or any similar recreational apparatuses of any kind shall not be erected, begun, or permitted to remain on any portion of a Sublot unless approved by the Design Review Committee or unless originally constructed by the Original Declarant.

Section 7.5 – Nuisance

No noxious or any activity constituting an unreasonable source of discomfort or annoyance shall be carried on upon any portion of the Property (including the Dwelling Units situated thereon), nor shall anything be done thereon that may be or become a nuisance or annoyance to other Owners. The Board shall have absolute power to determine what is “reasonable” and what is “unreasonable” under this Section except that the Board’s determination shall not bind the City, County, or other governmental agency in enforcing nuisance laws.

Section 7.6 – Animals

No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any portion of the Property (including the Dwelling Units situated thereon) except that dogs, cats, birds and other customary household pets approved by the Board may be kept, subject to Rules adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or annoyance shall be permanently removed from the Property upon three (3) days written notice from the Board. Dogs shall at all times whenever they are outside a Dwelling Unit be confined within a fenced-in area (including an invisible fence) or on a leash held by a responsible person. No dog houses are allowed and no dog may be left outside at night. Persons responsible for pets must immediately clean up and properly dispose of any pet waste.

Section 7.7 – Signs

No sign or other advertising device of any nature shall be placed upon any portion of the Property except for signs and advertising devices installed by or at the direction of the Design Review Committee, or which the Design Review Committee approves as to color, location, nature, size and similar characteristics. “For Rent” signs are prohibited. “For Sale” signs are permitted with the prior written approval of the Design Review Committee as to type, size and location of such signs. Notwithstanding the foregoing, the restrictions of this Section 7.7 shall not apply to Declarant. Furthermore, the right to install signs and the type of signage must comply with City requirements.

Section 7.8 – Storage of Material and Trash Handling

No lumber, metals, bulk material, refuse or trash shall be burned, whether in indoor incinerators or otherwise (excluding the burning of firewood in a fireplace), kept, stored or allowed to accumulate on any portion of the Property, except normal residential accumulation pending pick-up and except subject to City regulations, building materials during the course of construction or reconstruction of any approved building or structure, except firewood may be stored within Dwelling Units, but not outside Dwelling Units (and not on decks (if permitted) patios). If trash or other refuse is to be disposed of by being picked up and carried away on a regular recurring basis, containers may be placed in the open on any day that a pick-up is to be made, thereby providing access to persons making such pick-up. At all other times such containers shall be stored in such manner that they cannot be seen from adjacent and surrounding property. Trash and recycling containers cannot be stored in front of the home or garage. No dumping of rubbish shall be permitted on any portion of the Property. Anything herein to contrary notwithstanding, the Association or the Board may adopt a Rule or Rules which permit burning, incineration or storage of refuse or trash if the same becomes reasonably necessary for the safety, health or welfare of the Occupants, and is permitted by law. No clothing, laundry or other household items may be hung outside Dwelling Units (or on patios), unless such items are not visible from any street within the Property.

Section 7.9 – Commercial or Professional Uses

Except as expressly permitted in this Declaration, or by Rules adopted in accordance with this Declaration, no industry, business, trade or full-time occupation or profession of any kind, commercial, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the Property; provided, however, subject to City ordinance or regulations an Occupant may use a portion of his or her Dwelling Unit for his or her office or studio, so long as the activities therein shall not interfere with the quiet enjoyment or comfort of any other Occupant and that such use does not result in the Dwelling Unit becoming principally an office, school or studio as distinct from a Dwelling Unit. Any employee of a permitted business other than the Owner of that Sublot shall not visit the property at any time for any commercial purpose.

Section 7.10 – Storage of Vehicles and Machinery

No commercial truck or van (except for a non-commercial two-axle truck or van with no more than four tires), camper, camper trailer, recreation vehicle, boat, boat trailer, all terrain vehicle, airplane, snowmobile, commercial vehicle, mobile home, tractor, bus, farm equipment, off-road vehicles or other vehicle (except for automobiles with two axles and four tires and motorcycles) of any kind, licensed or unlicensed, shall be stored on any driveway or other area in or upon the Property, except in the confines of garages, or parking areas approved by the Design Review Committee subject to City regulations. No machinery of any kind shall be placed or operated upon any portion of the Property except such machinery which is customarily required for the maintenance of the Property, related improvements, lawns and landscaping. Notwithstanding the foregoing, the Declarant and/or a Builder may maintain a construction/office/sales trailer(s) on the Common Areas and on Sublots owned by the Declarant so long as the construction and sales by the Declarant (an affiliate of Declarant or the holder of Special Declarant Rights) or a Builder of the Dwelling Units is continuing.

Section 7.11 – Firearms; Preservation of Wildlife; Ice Skating

Firearms, ammunition and explosives of every kind shall not be discharged nor shall any traps or snares be set, nor shall any hunting or poisoning of wildlife of any kind be permitted in or upon the Property, except for rodent control, with the prior written approval of the Board. No Owner of a Sublot, or any resident, guest or invitee of an Owner shall be allowed to fish or ice skate on any Sublot, Common Area or anywhere within the Property. Swimming in common area ponds is forbidden.

Section 7.12 – Control of Trucks, Commercial Vehicles

No tractor trailers, commercial tractors, commercial vehicles, road machinery, excavating equipment shall be permitted to remain on any portion of the Property or on the public right-of-way adjoining any portion of the Property for any period of time whatsoever, except while making deliveries or performing services thereon and except as necessary for the improvement, construction, reconstruction or repair of buildings or structures or other improvements on the Property subject to compliance with City zoning requirements.

Section 7.13 – Mailboxes

Mailboxes will be located and constructed within the Subdivision as determined by the U.S. Postal Service (the “USPS”). Declarant hereby reserves for the benefit of the USPS, Declarant and the Association an easement over those portions of each Sublot and the Common Areas as may be designated for the installation of a mailbox, together with space reasonably necessary for the installation and maintenance of same (each, a “Mailbox Easement Area”). Mailboxes may be individual mailboxes located on Sublots serving the Dwelling Unit on that Sublot, group or clustered mailboxes on Sublots or Common Areas serving more than one Dwelling Unit, or as otherwise determined by the USPS. No Owner may disturb the mailbox improvements within the Mailbox Easement Area, obstruct access to the Mailbox Easement Area or construct improvements within the Mailbox Easement Area without the prior written consent of the Association. The Association shall have the right to adopt reasonable rules and regulations governing the use of each Mailbox Easement Area.

Section 7.14 – Poles, Wires, Antennae and DDS Satellite System

Subject to applicable easement rights, no facilities, including poles and wires, for the transmission of electricity, telephone messages, ham radio messages and the like shall be placed or maintained above the surface of the ground in any portion without the prior approval of the Design Review Committee and subject to City regulations. This provision shall not apply for temporary facilities for the construction or repair of any building or other structure. A Digital or Direct Satellite System (“**DDS System**”), thirty-nine inches (39”) or less in diameter, may be attached to a Dwelling Unit so long as the DDS System is not visible from the street, and so long as the prior approval of the location of the DDS System is given by the Design Review Committee and the same complies with City zoning requirements.

Section 7.15 – Swimming Pool and Hot Tub Restrictions

No above ground swimming pools are permitted on the Property. Wading pools, no more than two (2) feet in height, installed temporarily during the summer months, are permitted in the rear of the Sublot. In ground pools are permitted with the approval of the Design Review Committee. Hot tubs must be located directly behind the rear elevation of a Dwelling Unit, on a deck or patio immediately adjacent to the Dwelling Unit. No hot tub shall exceed thirty (30) square feet of surface area and a depth of 3.5 feet. Each Owner of a hot tub must maintain the filtration system in proper working order, and in no case shall any hot tub be drained onto any portion of the Property other than the property of the hot tub Owner. Any approved hot tub must be kept in a clean and sanitary condition at all times and must have covers that shall be fastened and key locked when unattended and/or not in use. Hot tubs must have the prior approval of the Design Review Committee.

Section 7.16 – Fire Pits and Basketball Hoops

Fire pits may be installed within Sublots only with the prior approval of the Design Review Committee, subject to the provisions of this Section 7.16. Fire pits must be located behind the rear elevation of a Dwelling Unit, and within the confines of the side building lines. Additionally, fire pits must be located a minimum of five (5) feet from a Dwelling Unit, deck, or other flammable structure. Fire pits must be located within a concrete or other nonflammable patio.

Basketball hoops are permitted on the Sublot. No basketball hoops are allowed in the right of way and basketball shall not be played on any dedicated street. Basketball may not be played between the hours of 9 PM and 8 AM.

Section 7.17 - Alterations to Exterior of Dwelling Units

The exterior of any building or structure in the Property shall not be altered, modified, changed or redecorated in such a way as to change the appearance or decor of the structure, nor shall any of the landscaping appurtenant to such building or structure be materially changed without the express written authorization of the Board and the Design Review Committee.

Section 7.18 – Grading and Drainage

No person shall change the grade on any portion of the Property without first obtaining the consent of the Design Review Committee. In addition, any changes to the grading or drainage on the Property must also be submitted to, and reviewed and approved by, the City. No Person shall interfere with the free flow of water through any drainage ditches or storm sewers within the Property. The City, County or other governmental authority having jurisdiction shall have the right (but not the obligation) to enter upon the Common Areas of the Property to repair and maintain all storm, drainage, courses, ditches, structures and appurtenances for the purpose of relieving any flooding condition or threatened flooding condition which might be harmful to other property.

Section 7.19 – Resubdivision of Sublots

No Sublot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise after acquisition from the Declarant. Declarant, however, hereby expressly reserves the right to replat any Sublot owned by the Declarant.

Section 7.20 - Use of the Name "Eagle Meadow"

No Person shall use the name "Eagle Meadow" or any derivative thereof in any printed or promotional material without the prior written consent of Declarant. However, Owners may use the name "Eagle Meadow" in printed and promotional material where such word is used solely to specify that particular property is located within the Property.

Section 7.21 - Compliance with City, County or other Government Codes

Each Owner shall comply with all City, County, and other governmental requirements. It is agreed that a violation of any such requirements or any restriction, condition, covenant or restriction imposed now or hereafter by the provisions of this Declaration is a nuisance per se that can be abated by the Association or such governmental authority.

Section 7.22 - Sale, Leasing or Other Alienation of Dwelling Units

(a) **Owner's Right to Lease Dwelling Unit.** An Owner shall have the right to lease all (but not less than all) of such Owner's Dwelling Unit upon such terms and conditions as the Owner may deem advisable, except that no Dwelling Unit shall be leased or subleased for transient or hotel purposes. Any lease or sublease of a Dwelling Unit for a period of less than six (6) months shall be deemed to be a lease or sublease for transient or hotel purposes. Any lease or sublease of a Dwelling Unit shall be in writing and shall provide: (1) that the lease or sublease shall be subject to the terms of this Declaration, the Code and Rules and that any failure of a lessee to comply with the terms of this Declaration, the Code and Rules shall be in default under the lease or sublease; (2) that the Association shall have the right to require the Owner to deposit with the Association an amount not to exceed two months' rent as security to provide funds for repairs and to assure compliance with this Declaration, the Code and Rules; (3) the form of lease shall be subject to the approval of the Association; and (4) the limitations with respect to leasing of Dwelling Units shall

not apply to the: (A) Declarant or an Affiliate of the Declarant; (B) an Eligible Mortgage Holder in connection with a mortgage foreclosure (or an acceptance of a deed in lieu of foreclosure) or with respect to any sale or transfer from a Eligible Mortgage Holder or any other Person who acquired the Dwelling Unit in connection with a foreclosure or deed-in-lieu.

(b) **Association's Rights with Respect to Leased Dwelling Units.** Violations of these covenants, conditions or restrictions shall be grounds for the Association or any Owner to commence a civil action for damages, injunctive relief, or both, and an award of court costs and reasonable attorneys' fees in both types of action. The Association has the following rights in order to implement the provisions of this Section 7.22:

- (1) The Association may initiate eviction proceedings pursuant to Chapters 5321 and 1923 of the Ohio Revised Code to evict a tenant for a violation of this Section. The action shall be brought by the Association, as the Owner's agent, in the name of the Owner.
- (2) In addition to any procedures required by Chapters 5321 and 1923 of the Revised Code, the Association shall give the Owner at least ten (10) days' written notice of the intended eviction action.
- (3) The costs of any eviction action brought pursuant to this Section, including reasonable attorneys' fees, shall be charged to the Owner and shall be the subject of a special assessment against the offending Dwelling Unit and made a lien against that Dwelling Unit.

(c) **No Sale or Rental to a Sexually-Oriented Offender.** No Owner shall lease, convey or transfer a Dwelling Unit to any Person who is required pursuant to the provisions of Section 2950.04 of the Ohio Revised Code (or other similar statute from any other jurisdiction), to register as a sexually-oriented offender, nor shall any Owner permit any Dwelling Unit to be occupied by any such sexually-oriented offender. Neither the Declarant nor the Association shall be liable to any Owner, Occupant or their guests, as a result of the Declarant's or the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provision of this restriction.

(d) **Names of Owners and Occupants of Dwelling Units.** To enable the Association to maintain accurate records of the names, addresses and phone numbers of Owners and other Occupants of the Dwelling Units, each Owner agrees to notify the Association, within five (5) days after such Owner's Dwelling Unit has been transferred or leased to another person. In addition, each Owner agrees to provide to a purchaser or lessee of such Owner's Dwelling Unit a copy of this Declaration, the Code, the Rules and other relevant documents.

Section 7.23 - Violation of this Article

(a) If any Person required to comply with the foregoing Covenants and Restrictions is in violation of any one of same, including, but not by way of limitation, design review criteria or standards established by the Design Review Committee, the Declarant (as long as the Declarant is a Class "B" Member of the Association) or the Board and/or the Design Review Committee and/or

the Covenants Committee (as defined in Article VIII, Section 3 of the Code) shall have the right to give written notice to such Person to terminate, remove or extinguish such violation. Such notice shall expressly set forth the facts constituting such violation.

(b) Except in the case of an emergency situation, the violating party shall have fifteen (15) days after written notice of the violation to take reasonable action to cause the removal, alleviation or termination of same. In the case of an emergency situation, or in the case of the failure of the violating party to comply with the provisions hereof after notice, the Declarant and/or the Association shall have the right, through their respective agents and employees, to enter upon the land where the violation exists and to summarily terminate, remove or extinguish the violation. In addition to the foregoing, the Declarant and/or the Association shall have the right to obtain an injunction from any court having jurisdiction for the cessation of such violation or attempted violation of this Article. The rights and remedies of the Association and Declarant contained in this Article shall be nonexclusive and in addition to any other right or remedy available at law or in equity, including a claim or action for specific performance and/or money damages (including punitive damages), and attorneys' and paralegals' fees. Furthermore, the failure or neglect to enforce any term, covenant, condition, restriction, right or procedure herein shall in no event and under no circumstance be construed, deemed or held to be a waiver with respect to any subsequent breach or violation thereof. Subject to the provisions of the Section of the Code entitled, "Hearing Procedure", a Person in violation of this Article VII shall be obligated to the Association and/or Declarant for money damages and for the full amount of all costs and expenses, including attorneys' and paralegals' fees, incurred to remedy any such violation. If said amounts are not paid within ten (10) calendar days following said notification, then said amount shall be deemed "delinquent", and shall, upon perfection as provided in Section 8.4, become a continuing lien upon the portion of the Property owned or occupied by such Person(s) and a personal obligation of the Person(s) violating this Article. In addition, the Owner of any portion of the Property shall be liable jointly and severally for any obligations of any Occupant of such Owner's property.

Section 7.24 – Displaying the Flag of the United States

Pursuant to Section 5301.072 of the Ohio Revised Code, the placement of a flagpole that is used for the purpose of displaying of the flag of the United States shall be permitted within the Sublot of the Owner or shall be permitted on the exterior of the Owner's Dwelling Unit in accordance with the following:

- (a) Flags shall be displayed in accordance with the following:
 - (1) The patriotic customs set forth in 4 U.S.C.A. 5-10, as amended, governing the display and use of the flag of the United States;
 - (2) The consent of the Owner of the Dwelling Unit;
 - (3) The recommended flagpole standards set forth in "Our Flag," published pursuant to S.C.R. 61 of the 105th Congress, 1st Session (1998);

(4) Any federal law, proclamation of the President of the United States or the governor of the State of Ohio, a section of the Ohio Revised Code, or local ordinance or resolution; and

(5) The compliance with the regulations set forth in (b) below.

(b) In addition to (a) above, the following regulations shall govern the display of a United States flag:

(1) The size of the flag shall not exceed 3 feet by 5 feet.

(2) The display of a flag on a flagpole(not to exceed twenty feet in height) shall only be permitted within the Sublot of the Owner displaying the flag or the display of a flag on the exterior of an Owner's Dwelling Unit. The Board shall have the right to designate the precise location of the exterior of the Dwelling Unit from which the flag may be displayed.

(3) No exterior lighting of the flag shall be permitted.

(4) If displayed immediately adjacent to the exterior side of the Owner's Dwelling Unit, screws or nails holding the flag shall be made into wood and not into vinyl or other non-wood siding, nor into brick or stone. The Owner shall be responsible for the repair of any damage to the Dwelling Unit caused by such installation.

(5) A total of no more than one flag may be displayed on a Sublot or a Dwelling Unit.

(c) Pursuant to Section 5301.072(B) of the Ohio Revised Code, a covenant, condition, restriction, rule regulation, bylaw, governing document or agreement of the construction of any of these items that violates Subsection (a) above is against public policy and unenforceable in any court of this state to the extent it violates said Subsection (a) above.

Section 7.25 - Restrictions of Other Documents

Nothing contained in this Declaration shall preclude the imposition of more stringent restrictions imposed elsewhere in this Declaration, restrictions imposed on Sublots within subdivisions, restrictions imposed in deeds conveying the Property or portions thereof and restrictions imposed by the Design Review Committee so long as such restrictions are not inconsistent with restrictions imposed by the this Declaration, created by the Association or adopted by the Board. The City and County are third party beneficiaries of the provisions of this Declaration; provided, however, if the City's or County's zoning, building or other requirements of ordinances and general law are more restrictive than these covenants and restrictions, the City's or County's requirements, as the case may be, shall prevail.

Section 7.26 - Certificate of Compliance with Restrictions in Connection with Resales of Dwelling Units

Upon an Owner's reconveyance of such Owner's Dwelling Unit or an interest therein, such Owner (i.e. seller) shall request the Association to issue a Certificate of Compliance stating that the Association has no record of a violation of this Article and stating the unpaid Assessments and amount of the Assessments attributable to such Dwelling Unit. A Certificate of Compliance may be relied upon by all persons for all purposes. Neither the Board, nor such officer or agent shall have any liability to the seller, buyer or mortgagee of a Dwelling Unit or to others if the Certificate of Compliance issued hereunder is not correct. The Association may require the advance payment of a reasonable processing fee for the issuance of the Certificate of Compliance. The Certificate shall be substantially in the form of **Exhibit "C"** attached hereto.

Section 7.27 – Landscaping on Sublot

As soon as reasonably possible after conveyance of a Sublot to the initial Owner, but in no event later than three (3) months, (weather permitting) following such conveyance, the Owner shall submit to the Design Review Committee a landscaping plan for the Sublot, which plan shall show the location of grass, beds, hedges, plants, trees, shrubs etc. on the Sublot, including the types of hedges, plants, trees, shrubs etc. that are being installed (the "**Landscaping Plan**"). Prior to commencing installation of the landscaping in accordance with the Landscaping Plan, the Design Review Committee shall have the ability to approve or disapprove of the Landscaping Plan, which decisions shall be final and controlling. Upon approval by the Design Review Committee, the Owner shall have such landscaping installed pursuant to the approved Landscaping Plan, which installation shall occur no later than six (6) months after the Owner takes title to the Sublot (weather permitting). Any changes to the Landscaping Plan (or layout of the landscaping in general) by the first Owner or any subsequent Owner must be approved by the Design Review Committee. The initial installation of the landscaping in accordance with the Landscaping Plan and any subsequent changes thereto shall be at the sole cost and expense of the Owner of the Sublot.

In the event that the Owner fails to complete the landscaping or install the trees within the timeframes set forth in this Section 7.27, then the Association shall have the right to enter upon such Sublot and install the landscaping and/or trees, in its sole discretion, and the Owner shall immediately reimburse the Association upon demand for all costs associated therewith together with interest at the "Prime Rate" charged from time to time by KeyBank (its successors or assigns) as published in the Wall Street Journal. If the Owner does not reimburse the Association such costs, then the Association may levy such costs as an Assessment against such applicable Owner pursuant to Article IX herein.

Section 7.28 – Declarant and Builder Development and Construction

Notwithstanding any other provision contained herein, Declarant, and its successors and assigns, and any Builder, will be entitled to conduct on the Property activities normally associated with, and convenient to, the development of the Property and the construction sale of Dwelling Units on the Property.

ARTICLE VIII

DESIGN REVIEW COMMITTEE

Section 8.1 – Power of Design Review Committee

There is hereby created a Design Review Committee for the purpose of architectural and engineering control to secure and maintain an attractive, harmonious residential community. The Declarant shall function as and grant all approvals provided for herein until the Declarant conveys the last Sublot the Declarant owns within the Property, except that the Declarant may elect to delegate and assign such duties and responsibilities to the Design Review Committee prior to that time. The Design Review Committee appointed by the Declarant need not be made up of members of the Association. After the Declarant has conveyed the last Sublot, the Design Review Committee shall be composed of no less than three (3) individuals appointed by the Board of Directors to serve at the Board's pleasure. A vote of the majority of members of the Design Review Committee shall be required to constitute the decision of the Design Review Committee. This Article may not be amended without the Declarant's written consent so long as the Declarant (or an Affiliate of the Declarant) or a Person designated by the Declarant as being exempt from the provisions of this subsection owns any land that is subject to the Declaration.

Notwithstanding anything to the contrary, for so long as NVR INC.. ("NVR") is a Builder on the Property, the Declarant hereby delegates and assigns all duties and responsibilities of the Design Review Committee to NVR, and such assignment may not be terminated without the written consent of NVR.

Section 8.2 – Operation of Design Review Committee

No Dwelling Unit shall be altered, modified or changed in any way which changes exterior or the appearance thereof, nor shall any Dwelling Unit be rebuilt, nor shall an addition be made, or deck added or modified, to a Dwelling Unit, nor shall any grading be changed unless an application, plans and specifications for the proposed alteration, modification, change or addition shall have been submitted to and approved in writing by the Design Review Committee. As set forth above, any changes to the grading or drainage on the Property must also be submitted to, and reviewed and approved by, the City. Furthermore, no landscaping within a Common Area shall be installed by the Owner(s) of a Dwelling Unit(s) or situated in close proximity to such Common Areas unless an application, plan and specifications for such installation shall have been submitted to and approved in writing by the Design Review Committee; and the Design Review Committee may impose as a condition of such approval that the maintenance and replacement of such landscaping shall be the responsibility of such Owner(s), and not the responsibility of the Association. If the Design Review Committee fails to approve or disapprove said application, plans and specifications within thirty (30) days after the same was submitted to it, approval will not be required and this Section will be deemed to have been fully complied with. Provided, however, the provisions of this subsection requiring submission of plans and specifications to and obtaining approval from the Design Review Committee shall not be applicable to the Declarant, nor an Affiliate of the Declarant, nor a Person designated by the Declarant as being exempt from the provisions of this subsection.

Section 8.3 – Inspection

The Design Review Committee may inspect work being performed with its permission to assure compliance with this Declaration and applicable regulations. The presence of a member of the Design Review Committee, or an agent thereof, on any Sublot shall not be deemed a trespass so long as the presence is in furtherance of said member's duties as a member of the Design Review Committee.

Section 8.4 – Violations and Remedies

Should any Dwelling Unit be altered, constructed, or an addition be made thereto within the Sublot, or related improvements be reconstructed or removed from or upon any Sublot, or should the use thereof be modified in any way from the use originally constructed or installed without first obtaining prior written approval of the Declarant or Design Review Committee as provided in this Article VIII, such act shall be deemed to be a violation of this Article VIII and this Declaration. Any party violating this Article VIII shall, immediately upon the receipt of written notice of such violation from the Declarant or Design Review Committee, cease and desist from the commission of any such act and immediately commence to take such steps as will alleviate or remedy any such condition of default and shall continue with all due diligence thereafter until the satisfactory completion of same. Should the party committing such act in contravention of this Article VIII fail to immediately take such remedial action as aforesaid, then and in such event, the Association shall have the right, but not the obligation, in addition to any and all other rights or remedies available to it or an enforcing governmental agency, at law or in equity, each of which remedies shall be deemed nonexclusive, to do any of the following:

(a) **Abate Violation.** Without liability to the Owner of the Sublot, cause its agents and employees to enter upon the Sublot and/or the Dwelling Units for the purpose of summarily abating any such use and/or removing any such building or structure or other improvement.

(b) **Seek Injunction.** Apply to a court having jurisdiction over the Property for the purpose of obtaining an injunction directing the violating party to abate any such use and/or removing any such building or structure wherever located in the Property.

(c) **Seek Reimbursement.** Seek full and complete reimbursement from any party committing any of the aforesaid acts in contravention of this Article VIII, of any costs, damages and expenses (including without limitation court costs, attorneys' and paralegals' fees, litigation costs, and costs to collect such sum) incurred by the Association with respect to its exercise of any of its rights for the purpose of remedying any such condition of default.

(d) **Treat as Assessment.** Should the party committing any acts in contravention of this Article VIII be an Occupant and should such Occupant fail to immediately pay the full amount of all costs, damages, and expenses referred to in above, the Association shall be entitled to treat such amount as an Assessment against the Sublot of which such Occupant is or was the Owner, a member of the Owner's family or a guest or invitee of such Owner.

(e) **Improvements by Declarant.** Notwithstanding any provisions contained in this Declaration to the contrary, to the extent that any improvements constructed or modified by the Declarant on the Property do not comply with a restriction or requirement contained in this

Declaration, the Architectural Control Authority shall be deemed to have granted Declarant a variance from such restriction or requirement and such improvements shall not be considered to violate any restriction or requirement in this Declaration or any of the other Governing Documents.

(f) **Decisions of Declarant and Architectural Committee.** Declarant, NVR and the members of the Design Review Committee shall have no liability for decisions made by them so long as such decisions are not discriminatory, arbitrary or capricious. Any errors in or omissions from the documents submitted to Declarant, Pulte or the Design Review Committee shall be the responsibility of the entity or person submitting the documents, and neither Declarant, Pulte nor the Design Review Committee shall have any obligation to check for errors in or omissions from any such documents, or to check for such documents' compliance with the general provisions of this Declaration, City codes and other regulations, state statutes or the common law, whether the same relate to Sublot lines, building lines, easements, building standards or any other issue.

(g) **NO LIABILITY OF DECLARANT, NVR OR DESIGN REVIEW COMMITTEE.** DECLARANT AND NVR SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR (I) THE CREATION, SELECTION, MANAGEMENT OR OPERATION OF THE DESIGN REVIEW COMMITTEE, (II) ANY ACTIONS TAKEN OR OMITTED TO BE TAKEN BY OR ON BEHALF OF THE DESIGN REVIEW COMMITTEE IN CONNECTION WITH THIS DECLARATION OR THE PROPERTY, OR (III) ANY LIABILITIES, OBLIGATIONS, DEBTS, ACTIONS, CAUSES OF ACTION, CLAIMS, DEBTS, SUITS OR DAMAGES INCURRED BY OR ON BEHALF OF OR ARISING IN CONNECTION WITH THE DESIGN REVIEW COMMITTEE, THE PROPERTY OR THE DUTIES AND OBLIGATIONS OF THE DESIGN REVIEW COMMITTEE PURSUANT TO THIS DECLARATION. FURTHERMORE, NEITHER DECLARANT, PULTE, THE ASSOCIATION, MEMBERS OF THE DESIGN REVIEW COMMITTEE, THE BOARD NOR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS OF ANY OF THEM, SHALL BE LIABLE IN DAMAGES TO ANYONE SUBMITTING PLANS AND SPECIFICATIONS TO ANY OF THEM FOR APPROVAL, OR TO ANY OWNER BY REASON OF MISTAKE IN JUDGMENT, NEGLIGENCE OR NONFEASANCE ARISING OUT OF OR IN CONNECTION WITH THE APPROVAL OR DISAPPROVAL OR FAILURE TO APPROVE OR DISAPPROVE ANY SUCH PLANS OR SPECIFICATIONS. EVERY PERSON WHO SUBMITS PLANS OR SPECIFICATIONS AND EVERY OWNER AGREES THAT SUCH PERSON WILL NOT BRING ANY ACTION OR SUIT AGAINST DECLARANT, PULTE, THE ASSOCIATION, THE DESIGN REVIEW COMMITTEE, THE BOARD OR THE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS OF ANY OF THEM, TO RECOVER ANY SUCH DAMAGES AND HEREBY RELEASES AND QUITCLAIMS ALL CLAIMS, DEMANDS AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH ANY JUDGMENT, NEGLIGENCE OR NONFEASANCE AND HEREBY WAIVES THE PROVISIONS OF ANY LAW WHICH PROVIDES THAT A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, DEMANDS AND CAUSES OF ACTION NOT KNOWN AT THE TIME THE RELEASE IS GIVEN. PLANS AND SPECIFICATIONS ARE NOT REVIEWED, APPROVED AND/OR REJECTED FOR ENGINEERING OR STRUCTURAL DESIGN, ADEQUACY OF MATERIALS OR ADEQUACY OF SOILS OR DRAINAGE, AND BY APPROVING SUCH PLANS AND SPECIFICATIONS, NEITHER DECLARANT, PULTE, THE ASSOCIATION, THE DESIGN REVIEW COMMITTEE, THE BOARD NOR THE OFFICERS, DIRECTORS, MEMBERS,

EMPLOYEES AND AGENTS OF ANY OF THEM ASSUMES LIABILITY OR RESPONSIBILITY THEREFOR, NOR FOR ANY DEFECT IN ANY STRUCTURE CONSTRUCTED FROM SUCH PLANS AND SPECIFICATIONS.

(h) **INDEMNIFICATION OF DECLARANT, NVR AND DESIGN REVIEW COMMITTEE.** WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS SECTION, THE ASSOCIATION SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE DESIGN REVIEW COMMITTEE, PULTE AND DECLARANT PARTIES FROM AND AGAINST ALL DAMAGES, CLAIMS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, REASONABLY INCURRED IN CONNECTION WITH ANY THREATENED, INITIATED OR FILED ACTION, SUIT OR OTHER PROCEEDING (INCLUDING THE SETTLEMENT OF ANY SUIT OR PROCEEDING, IF APPROVED BY THE THEN BOARD) TO WHICH ANY MEMBER OF THE DESIGN REVIEW COMMITTEE OR ANY OF THE BUILDER OR DECLARANT PARTIES MAY BECOME A PARTY BY REASON OF ITS ACTIVITIES UNDER OR IN CONNECTION WITH THIS DECLARATION.

ARTICLE IX **ASSESSMENTS**

Section 9.1 - Definition of Assessments

As used in this Declaration, Assessments shall mean all of the costs and expenses incurred by the Association in the exercise of its obligations with respect to the Areas of Common Responsibility, including, without limitation:

- (a) All expenditures required to fulfill the responsibilities of the Association, including, but not limited to, expenditures relating to maintenance fees;
- (b) All amounts incurred in collecting Assessments, including all legal and accounting fees;
- (c) Reserves for uncollectible Assessments, unanticipated expenses, replacements, major repairs and contingencies;
- (d) Annual capital additions and improvements and/or capital acquisitions (but not repairs or replacements) having a total cost in excess of Seven Thousand Five Hundred Dollars (\$7,500.00), without in each case the prior approval of the Class "B" Member and the vote of at least two-thirds (2/3rds) of the Class "A" Members who are voting in person or by proxy, at a meeting duly called for this purpose. In case of an emergency requiring prompt action to avoid further loss, the Board shall have the discretion to expend whatever is necessary to mitigate such loss.
- (e) Such other costs, charges and expenses which the Association determines to be necessary and appropriate within the meaning and spirit of this Declaration.

Section 9.2 -Responsibility for Payment of Assessments

(a) All Owners of Sublots (other than the Declarant) shall be responsible for paying Assessments levied against such Sublots; provided, however, notwithstanding any other provision set forth herein, a Builder shall not be responsible for paying Assessments until the Dwelling Unit located on the applicable Sublot is conveyed from the Builder to a third party Owner that will occupy or lease the Dwelling Unit contained thereon. The Declarant or the Board shall prepare or cause the preparation of an annual operating budget for the Association and shall fix the amount of the Assessments, which shall be equal as to each Sublot and shall equal to the amount of such annual budget divided by the number of Sublots subject to Assessment. Written notice of the Assessments shall be sent to the Owner of each Sublot. Payment of Assessments may be required by the Declarant or Board on a monthly, quarterly, semi-annual or annual basis. Except as set forth below, the Declarant and any Builder is exempt from the payment of any Assessments.

(b) During the Class 'B' Control Period, the Declarant shall determine the Assessments to be paid by the Owners, and the Declarant shall pay all Common Expenses which are not covered by the annual Assessments payable by Owners of Dwelling Units other than the Declarant as set forth above. This obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of both. The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services or materials or a combination of services and materials with Declarant or other entities for the payment of some portion of the Common Expenses during the Class 'B' Control Period. An Eligible Mortgage Holder acquiring title to all or any portion of the Property as a result of: (i) a foreclosure sale; or (ii) a deed in lieu of foreclosure, shall not be responsible for the Declarant's obligation for payment of the Common Expenses which are not covered by the annual Assessments payable by Owners of Dwelling Units during the Class 'B' Control Period. After the Class 'B' Control Period, the amount of Assessments attributable to Dwelling Units shall be established by the Board as of January 1 of each year, and each Owner of a Dwelling Unit shall pay an equal amount of such Assessments. In no event shall Declarant or any Builder be obligated to pay any Common Expenses not covered by the annual Assessments payable by Owners of Dwelling Units attributable to the period of time following the Class 'B' Control Period.

Section 9.3 – Creation of the Lien and Personal Obligation of Assessments

Each Owner of any Sublot (other than the Declarant) by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual Assessments or charges, (2) special Assessments for capital improvements, and (3) additional Assessments, all such Assessments to be established and collected as hereinafter provided. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Sublot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 9.4 – Purpose of Assessments

The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and Occupants of the Property for the improvement and maintenance of the Common Areas and as is otherwise consistent with the rights and responsibilities of the Association hereunder and for the benefit of the Members.

Section 9.5 – Maximum Annual Assessment

Until January 1 of the year immediately following the conveyance of the first Dwelling Unit to an Owner, the maximum annual Assessment shall be \$300.00 per Sublot.

(a) From and after January 1 of the year immediately following the conveyance of the first Dwelling Unit to an Owner, the maximum annual Assessment each year may not be increased more than ten percent (10%) above the maximum Assessment for the previous year without a vote of at least fifty-one percent (51%) of the Class “A” Members (excluding the Declarant). A lesser approval is acceptable if the action is taken by a vote of two-thirds (2/3rds) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose in accordance with Section 9.6 below.

(b) In addition to the annual Assessments authorized herein, the Association may levy, in any Assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, and/or to meet any other emergency or unforeseen expenses of the Association, provided that any such special Assessment shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) Special Assessments shall be due as provided by the Board.

Section 9.6 – Notice and Quorum for any Action Authorized Under Sections 9.1(d) and 9.5

Written notice of any meeting called for the purpose of taking any action authorized under Section 9.1(d) and 9.5 above shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 9.7 – Uniform Rate of Assessment

Both annual and special Assessments must be fixed at a uniform rate for all Dwelling Units and may be collected on a monthly, quarterly, semi-annual or annual basis, or other periodic basis not more often than monthly or less often than annually as determined by the Board. Notwithstanding the foregoing, if the Association performs services which do not benefit the Declarant, such as recreational supervision, Sublots owned by the Declarant that do not contain Dwelling Units may be assessed a percentage of the Assessment referred to in Section 9.5 hereof based on the services that do not benefit the Declarant, provided that the financial stability of the Association will not be jeopardized.

Section 9.8 – Date of Commencement of Annual Assessments: Due Dates

The annual Assessment provided for herein shall commence as to Dwelling Units on the first date of the month following the conveyance to an Owner of the first Dwelling Unit. The first annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual Assessment against each Dwelling Unit at least thirty (30) days in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. If additional land is annexed to the Property as herein permitted, the annual Assessments as to Dwelling Units added to the Property by such annexation shall commence on the first (1st) day of the month following conveyance to an Owner of a Dwelling Unit within the annexed land. The Association, shall, upon demand, and for a reasonable charge, furnish a Certificate of Compliance in the form of **Exhibit “C”** of this Declaration signed by an officer of the Association setting forth the amount of the Assessment on a specified Dwelling Unit and setting forth whether the Assessment has been paid. A properly executed Certificate of Compliance of the Association as to the status of Assessments on a Sublot is binding upon the Association as of the date of its issuance.

Section 9.9 – Effect of Nonpayment of Assessments; Remedies of the Association

Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum (not to exceed the highest interest rate chargeable to individuals under applicable law) and shall be subject to the remedies available to the Association as set forth in Section 10.1 this Declaration. In addition, the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose a lien against the Owner's Sublot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of his Sublot. Failure to pay any Assessment(s) shall not constitute default under an insured Mortgage.

Section 9.10 – Subordination of the Lien to Mortgages

The lien of the Assessments provided for herein shall be subordinate to the lien of any recorded first mortgage. The sale or transfer of a Dwelling Unit shall not affect the Assessment lien. However, the sale or transfer of any Dwelling Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of record for such Assessments as to payments which become due prior to such sale or transfer.

Section 9.11 – Exempt Property

Notwithstanding anything to the contrary herein, the Common Areas shall be exempt from payment of Assessments or Additional Assessments. All property dedicated to and accepted by a public authority and all property owned by a charitable or non-profit organization exempt from the laws of the State of Ohio shall be exempt from the Assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said Assessments.

Section 9.12 – No Exemption for Non-Use of Facilities; No Refund of Reserves

An Owner not otherwise exempt from the Assessments may not exempt him or herself from liability for Assessments levied against them by waiver of the use of the Common Areas that are owned and/or operated by the Association or by abandonment of such Owner's Dwelling Unit. Furthermore, no Owner shall be entitled to any portion of the funds held for reserves; nor shall any Owner have a claim against the Association with respect thereto.

Section 9.13 - Non-Liability of Foreclosure Sale Purchaser for Past Due Assessments

Where the mortgagee of a first mortgage of record acquires an Ownership Interest as a result of foreclosure of the mortgage or an acceptance of a deed in lieu of foreclosure, such mortgagee, its successors and assigns, shall not be liable for the Assessments levied against the Owner of such Ownership Interest prior to the acquisition of the Ownership Interest. The Owner or Owners of an Ownership Interest prior to the judicial sale thereof shall be and remain personally liable, jointly and severally, for the Assessments accruing against the judicially sold Ownership Interest prior to the date of the judicial sale as provided in Section 10.3, but any unpaid part of the Assessments shall be assessed and levied against all of the Owners, including the Owner of the Ownership Interest foreclosed, his successors or assigns, at the time of the first Assessment next following the acquisition of title by such mortgagee, its successors and assigns.

Section 9.14 - Liability for Assessments on Voluntary Conveyance

Upon the voluntary conveyance of an Ownership Interest the grantee of the Ownership Interest shall be jointly and severally liable with the grantor for all unpaid Assessments levied pursuant to this Declaration against the grantor of his Ownership Interest prior to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such prospective grantee, upon written request delivered to the Association, shall be entitled to a statement from the Board or an officer

of the Association setting forth the amount of all unpaid Assessments due the Association with respect to the Ownership Interest to be conveyed and such grantee shall not be liable for, nor shall the Ownership Interest conveyed be subject to a lien, for any unpaid Assessments which become due prior to the date of the making of such request if the same are not set forth in such statement. The statement referred to herein shall be included in the Certificate of Compliance with Restrictions referred to in Section 7.26 of this Declaration. The Association may require the advance payment of a processing fee for the issuance of the Certificate of Compliance. A devise of an Ownership Interest or the distribution of said Ownership Interest pursuant to the Statute of Descent and Distribution shall be deemed to be a voluntary conveyance. An unpaid Assessment shall not be deemed a charge or lien against the Ownership Interest until perfected as such pursuant to Article X.

Section 9.15 - Additional Assessments

If the Assessments shall for any reason prove to be insufficient to cover the actual expenses incurred by the Association, the Association shall, at such time as it deems it necessary and proper, levy an additional assessment (the "**Additional Assessment**") against the Owners of Dwelling Units. Each such Owner shall pay an equal share of each such Additional Assessment as if the Additional Assessment were part of the original Assessment.

ARTICLE X **LIENS**

Section 10.1 - Perfection of Lien

(a) If any Owner or a Declarant shall fail to pay an Assessment or Additional Assessment levied in accordance with this Declaration (such Owner hereinafter referred to as the "**Delinquent Owner**") when due and such Assessment or Additional Assessment is delinquent, or if an Owner or a Declarant shall violate any rule or breach any restriction, covenant or provision contained in the Declaration or Code, the Board may authorize the perfection of a lien on the Ownership Interest of the delinquent and/or violating Owner or Declarant by filing for record with the Recorder of the County, a Certificate of Lien. The Certificate of Lien shall be in recordable form and shall include the name of the delinquent Owner, a description of the Ownership Interest of the delinquent Owner, the entire amount claimed for the delinquency and/or violation, including interest thereon and Costs of Collection, and a statement referring to the provisions of this Declaration authorizing the Certificate of Lien. The lien is a continuing lien upon the Dwelling Unit against which each Assessment or charge is made, subject to automatic subsequent adjustments reflecting any additional unpaid interest, administrative late fees, Enforcement Assessments, collection costs, attorney's fees, paralegal fees and court costs.

(b) In addition, the Board may file a lien against a Sublot for costs of maintenance, repair or replacement incurred by the Association due to the willful or negligent act of an Owner or Occupant of a Sublot, or their family, tenants, guests or invitees, together with Costs of Collection.

Section 10.2 - Duration of Lien

Said lien shall remain valid for a period of five (5) years from the date of filing of said Certificate of Lien, unless sooner released or satisfied in the same manner provided by law for the release or satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in action to discharge such lien. A lien may be renewed by a subsequent filing of a certificate of lien prior to the expiration of the five (5) year period referred to above.

Section 10.3 - Priority

A lien perfected under this Article X shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of first mortgagees against Dwelling Units. A lien perfected pursuant to this Article may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association after authorization from the Board. In any such foreclosure action, the affected Owner shall be required to pay reasonable rental for such Ownership Interest during the pendency of such action and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. Any funds received at the judicial sale of the delinquent Owner or Declarant's Ownership Interest in excess of a first mortgage lien, court costs and the taxes and assessment liens shall be paid over to the Association to the extent of its lien.

Section 10.4 - Dispute as to Assessment

The Declarant or any Owner or Declarant who believes that an Assessment levied by the Association against him for which a Certificate of Lien has been filed by the Association has been improperly determined, may bring an action under the provisions contained in Section 16.8 of this Declaration for the discharge of all or any portion of such lien; but the lien shall continue until the actual amount of the lien so determined is paid in full or otherwise be fully discharged. In such action, if it is finally determined that the unpaid amount of the Assessment or charge was improperly charged to the Owner, the court shall enter an order that it determines to be just which may provide for a discharge of record of all or a portion of the lien and an award of attorney's fees to the Owner.

Section 10.5 - No Waiver Implied

The creation of a lien upon an Ownership Interest owned by a delinquent Owner shall not waive, preclude or prejudice the Association for pursuing any and all other remedies granted to it elsewhere in this Declaration, whether at law or in equity.

Section 10.6 - Personal Obligations

The obligations created pursuant to this Article X shall be and remain the personal obligations of the delinquent Owner until fully paid, discharged or abated and shall be binding on the heirs, personal representatives, successors and assigns of such delinquent Owner.

ARTICLE XI

REMEDIES OF THE ASSOCIATION

Section 11.1 - Denial of Voting Rights, Use of Recreation Facilities (if any) and Discontinuance of Certain Services

If any Owner fails to pay an Assessment when due, such Owner and the Occupants of any and all of such Owner shall not be entitled to vote on Association matters or to use recreation facilities (if any) or to receive certain services from the Association until said Assessment is paid in full.

Section 11.2 - Specific Remedies

The violation of any Rule, or the breach of any restriction, covenant or provision contained in this Declaration or in the Code, shall give the Association, the Original Declarant and their designated agent the right, in addition to all other rights set forth herein and provided by law, (a) to enter upon the Dwelling Unit or Sublot or portion thereof upon which, or as to which, such violation or breach exists, and summarily abate and remove, at the expense of the Owner or Declarant of the Ownership Interest where the violation or breach exists, any structure, thing, or condition that may exist thereon, which is contrary to the intent and meaning of this Declaration, the Code, or the Rules, and the Association, or its designated agent shall not thereby be deemed guilty in any manner of trespass; (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; (c) to commence and prosecute an action for specific performance or an action to recover any damages which may have been sustained by the Association or any of its Members as well as an action for punitive damages if warranted; and/or (d) to collect costs of suit and reasonable attorneys' and paralegals' fees incurred in connection with the exercise by the Association of any remedies hereunder, the same to be deemed "Costs of Collection" under Section 11.3 hereof.

Section 11.3 - Cost of Collection

If any Owner fails to pay any Assessment when due or upon delinquency in the payment of any sums or cost due under this Declaration, the Association may pursue any or all of the following remedies, which remedies shall be in addition to any other remedy available in this Declaration, or at law or in equity:

(a) Sue and collect from such Owner the amount due and payable, together with interest thereon as provided in this Declaration and Costs of Collection (hereafter defined).

(b) In addition to the amount referred to in (a) above, the Association may assess against such Owner, an administrative fee, not to exceed fifteen percent (15%) of the amount of the delinquency or One Hundred Dollars (\$100), whichever amount is greater, said amount to be determined by the Board provided, however, in no event shall said amount exceed the highest interest rate chargeable to individuals under applicable law. Said administrative fee shall be in addition to interest and the expenses of collection incurred by the Association, such as attorneys'

fees, paralegals' fees, court costs and filing fees. The actual expenses of collection and the administrative fee shall hereinafter be referred to as "**Cost of Collection**".

(c) Foreclose a lien filed in accordance with Article X of this Declaration in the same manner as provided by the laws of the State of Ohio for the foreclosure of real estate mortgages.

Section 11.4 – Application of Payments

The Association shall credit any amount it receives from an Owner in the following order:

- (a) To interest owed the Association.
- (b) To administrative late fees or Enforcement Assessments owed the Association.
- (c) To Cost of Collection.
- (d) To the oldest principal amounts the Owner owes the Association for Common Expenses chargeable to the Dwelling Unit or Sublot.

Section 11.5 - Binding Effect

The remedies provided in this Article XI against a Delinquent Owner or Declarant may also be pursued against the heirs, executors, administrators, successors and assigns and grantees of such Owner or Declarant, except as specifically provided in Sections 9.13 and 9.14 of this Declaration.

ARTICLE XII **NO PARTITION**

Except as is permitted in this Declaration or in any amendments thereto, there shall be no physical partition of the Common Areas or any part thereof, nor shall any person acquiring any interest in the Property or any part thereof seek any such judicial partition. This Article shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE XIII **CONDEMNATION**

Whenever all or any part of the Common Areas shall be taken (or conveyed in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain, the Association shall give each Owner notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant (so long as the Declarant is a Class "B" Member), and at least seventy-five percent (75%) of the Class "A"

Members of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Areas to the extent lands are available therefor, in accordance with plans prepared by the Design Review Committee and approved by the Board. If the taking does not involve any improvements on the Common Areas, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine in its sole and absolute discretion.

ARTICLE XIV **MORTGAGEES' RIGHTS**

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Dwelling Units and Sublots. To the extent applicable, necessary, or proper, the provisions of this Article shall apply to both this Declaration and to the Code. Where indicated, these provisions apply only to Eligible Mortgage Holders; provided, however, that voting percentages set forth herein are subject to and controlled by higher percentage requirements, if any, set forth elsewhere in this Declaration for specific actions.

Section 14.1 - Notices of Action

An Eligible Mortgage Holder who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the address of the Sublot), will be entitled to timely written notice of:

- (a) any proposed termination of the Association;
- (b) any condemnation or casualty loss which affects a material portion of the Property or which affects any Dwelling Unit on which there is a first mortgage held, insured, or guaranteed by an Eligible Mortgage Holder;
- (c) any delinquency in the payment of assessments or other charges owed by an Owner subject to the mortgage of such Eligible Mortgage Holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days;
- (d) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or
- (e) any proposed action which would require the consent of eligible holders, as required in Sections 14.2 and 14.3 of this Article.

If an Eligible Mortgage holder fails to submit a response to any written proposal for an amendment under this Article XIV within thirty (30) days after it receives proper notice of the proposal, the implied approval of such Eligible Mortgage Holder to the proposal shall be deemed assumed, provided, the notice was delivered by certified or registered mail, with a "return receipt" requested.

Section 14.2 - Other Provisions for First Lien Holders

To the extent possible under Ohio law:

(a) Any restoration or repair of the Property following a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless the approval of the Eligible Mortgage Holders on Dwelling Units to which at least fifty-one percent (51%) of the votes of Dwelling Units and the Eligible Mortgage Holders of first mortgages of the Class "A" and the Class "B" Members, subject to mortgages held by such Eligible Mortgage Holders, are allocated, is obtained to act otherwise.

(b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Mortgage Holders on Dwelling Units of at least fifty-one percent (51%) of the votes of Dwelling Units and the Eligible Mortgage Holders of first mortgages of the Class "A" Members and the Class "B" Member, subject to mortgages held by such Eligible Mortgage Holders, are allocated.

Section 14.3 - Amendments to Documents

The following provisions do not apply to amendments to the constituent documents or termination of the Association made as a result of destruction, damage, or condemnation pursuant to Section 14.3(a) and (b) of this Article:

(a) The consent of at least sixty-seven percent (67%) of the Class "A" Members and of the Class "B" Member and the approval of the Eligible Mortgage Holders to which at least sixty-seven percent (67%) of the votes of Dwelling Units subject to a mortgage appertain, shall be required to terminate the Association.

(b) The vote of at least sixty-seven percent (67%) of the Class "A" Members and the consent of the Class "B" Member and the approval of Eligible Mortgage Holders to which at least fifty-one percent (51%) of the votes of Dwelling Units subject to mortgages appertain, shall be required to materially amend any provisions of the Declaration, Code, or Articles of Incorporation of the Association, or to add any material provisions thereto, which establish, provide for, govern, or regulate any of the following: (1) voting rights; (2) Assessments, Additional Assessments, Assessment liens, or priority assessment liens; (3) reserves for maintenance, repair, and replacement of the Common Areas; (4) responsibility for maintenance and repair; (5) insurance or fidelity bonds; (6) rights to use of the Common Areas; (7) leasing of the Dwelling Units; (8) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Sublot (this provision is subject and subordinate to any provision in an agreement for the sale by the Declarant of a Sublot); (9) establishment of self-management by the Association where professional management has been required by an Eligible Mortgage Holder; (10) restoration or repair of the Property (after hazard damage or partial condemnation) in a manner other than that specified in this Declaration; (11) any action to terminate the legal status of the Property after substantial destruction or condemnation occurs; (12) expansion or contraction of the Property, or the addition of the Property other than as provided

in Section 1.3 of this Declaration; or (13) any provisions included in this Declaration, Code, or Articles which are for the express benefit of Eligible Mortgage Holders on Sublots.

Notwithstanding anything to the contrary, for so long as Pulte is a Builder on the Property, the Declaration, Code, or Articles of Incorporation of the Association may not be amended without the written consent of Pulte.

Section 14.4 - Special Federal Home Loan Mortgage Corporation Provisions

So long as required by the Federal Home Loan Mortgage Corporation, the following provisions shall apply to this Declaration:

(a) Unless two-thirds (2/3) of the first mortgagees or Owners give their consent, the Association shall not: (1) by act or omission seek to abandon, become a partition, subdivide, encumber, sell or transfer any portion of the Property owned by the Association (the granting of easements for public utilities or for public purposes or the dedication to public use of utilities or roads consistent with the intended use of the Property shall not be deemed a transfer); (2) change the method of determining the obligations, Assessments, dues or other charges which may be levied against an Owner; (3) fail to maintain fire and extended coverage insurance as required by this Declaration; or (4) use hazard insurance proceeds for any Common Area losses for other than repair, replacement or reconstruction of such properties.

(b) The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from mortgagees or Owners or a larger percentage vote as otherwise required for any of the actions contained in this Article.

(c) First mortgagees may, jointly or singularly, pay taxes or other charges which are in default or which may or have become a charge against the Common Area and may pay overdue premiums of casualty insurance policies or secure new casualty insurance coverage upon the lapse of a policy, for the Common Areas and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

(d) Mortgagee shall not be required to collect Assessments.

Section 14.5 – Special Ohio Provisions

(a) Pursuant to Ohio Revised Code Section 5312.12(C)(1), in any foreclosure action that the holder of a lien commences, the holder shall name the Association as a defendant in the action. The Association or the holder of the lien is entitled to the appointment of a receiver to collect rental payments due on the property. Any rental payment a receiver collects during the pendency of the foreclosure action shall be applied first to the payment of the portion of the Common Expenses chargeable to the Sublot during the foreclosure action.

(b) Pursuant to Ohio Revised Code Section 5312.12(C)(3) a mortgage on a Sublot may contain a provision that secures the mortgagee's advances for the payment of the portion of the Common Expenses chargeable against the Sublot upon which the mortgagee holds the mortgage.

ARTICLE XV
TRANSFER OF SPECIAL DECLARANT RIGHTS

Section 15.1 - Instrument Transferring Special Declarant Rights

A Declarant may transfer Special Declarant Rights created or reserved in this Declaration or in the Code by an instrument evidencing the transfer recorded in the land records of the County in which the Property is located. The instrument is not effective unless executed by both the transferor and transferee.

Section 15.2 - Liability of Transferor of Special Declarant Rights

(a) If the successor to any Special Declarant Right is an Affiliate of a Declarant, the transferor is jointly and severally liable with the successor for any obligation or liability of the successor which related to the Property.

(b) If a transferor retains any Special Declarant Rights but transfers other Special Declarant Rights to a successor who is not an Affiliate of the Declarant, the transferor is also liable for any obligations and liabilities relating to the retained Special Declarant Rights imposed on a Declarant by the Declaration or Code arising after the transfer.

(c) A transferor has no liability for any act or omission, or any breach of contractual or warranty obligation arising from the exercise of a Special Declarant Right by a successor Declarant who is not an Affiliate of the transferor.

Section 15.3 – Acquisition of Special Declarant Rights

Unless otherwise provided in a mortgage held by a first mortgagee, in case of foreclosure of such mortgage (or deed in lieu of foreclosure), tax sale, judicial sale, or sale under the Bankruptcy Code or receivership proceedings, of any Dwelling Units owned by the Declarant in the Property, the Person acquiring title to all the Dwelling Units being foreclosed (or deed in lieu of foreclosure) or sold, but only upon his request, succeeds to all Special Declarant Rights related to such Dwelling Unit, or only to any rights reserved in the Declaration and/or Code to maintain models, sales offices, customer service offices and signs. The judgment or instrument conveying title shall provide for transfer of only the Special Declarant Rights requested.

Section 15.4 – Termination of Special Declarant Rights

Upon foreclosure (or deed in lieu of foreclosure), tax sale, judicial sale of any Dwelling Units owned by the Declarant in the Property; (1) the Declarant ceases to have any Special Declarant Rights, and (2) the right of the Declarant to elect or designate Board Members pursuant to the Code terminates unless the judgment or instrument conveying title provides for transfer of all Special Declarant Rights held by the Declarant to a successor Declarant.

Section 15.5 – Liabilities of a Transferee of Special Declarant Rights

The liabilities and obligations of persons who succeed to Special Declarant Rights are as follows:

(a) A successor to any Special Declarant Right who is an Affiliate of a Declarant is subject to all obligations and liabilities imposed on the transferor by the Declaration and Code.

(b) A successor to any Special Declarant Right, other than a successor described in paragraphs (c) or (d) of this subsection, who is not an Affiliate of a Declarant, is subject to all obligations and liabilities imposed by the Declaration and Code: (i) on a Declarant which relate to such Declarant's exercise or non-exercise of Special Declarant Rights; or (ii) on the transferor, other than: (A) misrepresentations by any previous Declarant; (B) warranty obligations on improvements made by any previous Declarant, or made before this Declaration is recorded; (C) breach of any fiduciary obligation by any previous Declarant or appointees to the Board of Directors; or (D) any liability or obligation imposed on the transferor as a result of the transferor's acts or omissions after the transfer.

(c) A successor to only Special Declarant Rights reserved in the Declaration and/or Code to maintain models, sales offices, customer service offices and signs, if such successor is not an Affiliate of a Declarant, may not exercise any other Special Declarant Right (except as specifically designated by the Declarant), and is not subject to any liability or obligation as a Declarant.

(d) A successor to all Special Declarant Rights held by the transferor who is not an Affiliate of that Declarant and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to sublots or Dwelling Units under Subsection (b), may declare the intention in a recorded instrument to hold those rights solely for transfer to another person. Thereafter, until transferring all Special Declarant Rights to any person acquiring title to any Dwelling Unit owned by the successor, or until recording an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than any right held by the Code for the duration of the period that a Declarant has the right to elect or designate Board Members, and any attempted exercise of this rights is void. So long as a successor Declarant may not exercise Special Declarant Rights under this Subsection, such successor Declarant is not subject to any liability or obligation as a Declarant.

Section 15.6 – Limitation on Liability of Transferee of Special Declarant Rights

Nothing in this Article subjects any successor to a Special Declarant Right to any claims against or other obligations of a transferor Declarant, other than claims and obligations arising under this Declaration or the Code.

ARTICLE XVI

GENERAL PROVISIONS

Section 16.1 - Covenants Run With the Property; Binding Effect

All of the Easements, Covenants and Restrictions which are imposed upon, granted and/or reserved in this Declaration constitute Easements, Covenants and Restrictions running with the Property and are binding upon every subsequent transferee of all or any portion thereof, including, without limitation, grantees, Tenants, Owners and Occupants.

Each grantee accepting a deed or Tenant accepting a lease (whether oral or written) which conveys any interest in any portion of the Property that is submitted to all or any portion of this Declaration, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by all provisions of this Declaration and to incorporate said Declaration by reference in any deed, lease or other agreement of all or any portion of his interest in any real property subject hereto.

Section 16.2 - Notices

(a) Any notices required to be given to any Person under the provisions of this Declaration shall be deemed to have been given when personally delivered to such Person's Dwelling Unit or mailed, postage prepaid, to the last known address of such Person or principal place of business if a corporation, or other business entity, provided, however, that a notice of "delinquency" of any payment due hereunder shall be made by personal delivery to such Dwelling Unit or principal place of business if a corporation, or by certified or registered mail, return receipt requested, or by email (if authorized by a Member). The effective date of such a notice shall be the date said notice is personally delivered, or postmarked, or the date of confirmation or receipt of an e-mail, as the case may be.

(b) Notices to the Declarant shall be deemed given only when received and must be either hand delivered or mailed by certified or registered mail, postage prepaid, to Greyfoxnorthridgeville LLC (Declarant), Box 1102, Chardon, OH 44024.

Section 16.3 - Enforcement-Waiver

Enforcement of the provisions of this Declaration may be by any proceeding at law or in equity against any Person or Persons violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages and against the Person, or to enforce any lien perfected pursuant to this Declaration. The failure by the Association or any one permitted by this Declaration to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter. The County and the City shall each have the right, but not the obligation, to enforce the provisions of this Declaration.

Section 16.4 - Construction of the Provisions of this Declaration

The Declarant, the Association or the Design Review Committee, where specifically authorized herein to act, shall have the right to construe and interpret the provisions of this Declaration and in the absence of an adjudication by arbitrator(s) or a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all Persons or property which benefit or which are bound by the provisions hereof. Any conflict between any construction or interpretation of the Declarant, the Association or the Design Review Committee and that of any Person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation by the Declarant, the Association or the Design Review Committee, as the case may be.

The Association and the Design Review Committee, to the extent specifically provided herein, may adopt and promulgate Rules regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting the Rules and in making any finding determination, ruling or order, or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Association and the Design Review Committee, as the case may be, shall take into consideration the best interest of the Declarant(s), Owners, Tenants and Occupants to the end that Chagrin Mill Farm Subdivision shall be preserved and maintained as a high quality residential community.

Section 16.5 - Reservations by Original Declarant - Exempt Property

(a) Original Declarant reserves the right and easement for itself and Owners of nearby lands to whom Original Declarant, in Original Declarant's sole discretion, may grant the same, the right and easement to tie into, use, repair, maintain and replace without charge any and all common lines, pipes, utilities, conduits, ducts, wires, cables and rights-of-way in, on, or over the Property (as the Property may be expanded by a Subsequent Amendment) or any part thereof that will not materially interfere with the use or operation of a building or structure or other improvement thereon, in connection with the development and/or operation of real property. Any damage to buildings, improvements and real estate (including landscaping, if any) caused thereby shall be promptly repaired and restored to its prior condition by the party to whom such right and easement had been granted.

(b) Original Declarant hereby reserves the right to grant to or enter into any easements for the installation, maintenance, service or operation of any and all common lines, pipes, utilities, conduits, ducts, wires, cables and rights-of-way in, on, or over the Property (as the Property may be expanded), or any part thereof that will not materially interfere with the use or operation of a building, structure or other improvement thereon. Any damage caused thereby shall be promptly repaired and the land shall be restored to its prior condition.

(c) Original Declarant reserves the right to enter into easements with any utility or public authority which Original Declarant believes, in its sole discretion, to be in the best interests of the development of the Property (as the Property may be expanded).

(d) Original Declarant reserves the right to perform or cause to be performed such work as is incident to the completion of the development and improvement of the Property (as the Property may be expanded by a Subsequent Amendment), owned or controlled by the Original

Declarant, notwithstanding any covenant, easement, restriction or provision of this Declaration or its exhibits, which may be to the contrary.

(e) Original Declarant reserves the right to impose, reserve or enter into additional covenants, easements and restrictions with grantees of Dwelling Units and Sublots as long as such additional easements, covenants and restrictions are not in conflict with the rights, duties and obligations of Owners as set forth in this Declaration.

(f) Each reservation, right and easement specified or permitted pursuant to this Article shall include the right of ingress and egress for the full utilization and enjoyment of the rights reserved and/or granted herein. The word "common" as used in this paragraph shall mean any and all lines, pipes, utilities, conduits, ducts, wires, cables and rights-of-way intended for the use of or used by more than one Owner. Any easements or rights referred to in this Article, whether granted by Original Declarant prior to the filing of this Declaration or subsequent thereto, shall at all times have priority over the provisions of this Declaration and any lien created under this Declaration.

(g) So long as Declarant is a Class "B" Member, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

Section 16.6 - Assignability by Declarant

Declarant may assign, in whole or in part, its rights as Declarant by executing a document assigning such rights. There may be more than one Declarant, if Declarant makes a partial assignment of Declarant status. If at any time there is more than one Declarant, a Declarant may only assign its rights as a Declarant in whole to a single person or entity unless otherwise approved by the other Declarants. Without limiting other provisions of this Declaration, upon a Declarant's assignment of any or all of its rights as Declarant under this Declaration, the assigning Declarant shall automatically, without further acknowledgment or consent of any other party, be fully released and discharged from any obligations accruing under this Declaration after the date of such assignment, including, without limitation, the obligation of such assigning Declarant to fund Budget Deficits arising after such assignment. If at any time there is more than one Declarant and a Declarant no longer owns any real property within the Property, then such Declarant's rights that apply or are exercisable only during the Development Period automatically shall be deemed to have been assigned to the remaining Declarant(s).

Section 16.7 - Severability

Invalidation of any one of the easements, covenants, restrictions or provisions contained herein shall in no way affect any other provision which shall remain in full force and effect.

Section 16.8 - Litigation

(a) No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by the vote of seventy-five percent (75%) of the Class "A" Members, and, during the Class 'B' Control Period, the Class "B" Member. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Articles IX and X hereof, (c) proceedings involving challenges to real estate taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

(b) Pursuant to Ohio Revised Code Section 5312.13, the Association and all Owners, Occupants, tenants, and other persons lawfully in possession and control of any part of an Ownership Interest shall comply with any covenant, condition, and restriction set forth in any recorded document to which they are subject, including this Declaration and the Code, as lawfully amended and with the Rules, as lawfully amended. Any violation is grounds for the Association or any Owner to commence a civil action for damages, injunctive relief, or both, and an award of court costs and reasonable attorney's fees in both types of action.

(c) Pursuant to Ohio Revised Code Section 5312.14, in any action relating to the Common Areas, or to any right, duty, or obligation possessed or imposed upon the Association by statute or otherwise, the Association may sue or be sued as a separate legal entity. Service of summons or other process may be made upon the Association by serving the process personally upon the president of the Board or the Person named as statutory agent of the Association. Any action brought by or on behalf of the Association shall be pursuant to authority granted by the Board.

(d) The Association shall not have the power to institute, pursue, join, intervene in, settle or compromise litigation, arbitration or other proceedings: (i) in the name of or on behalf of any Owner (whether one or more); or (ii) pertaining to a claim relating to the design, construction or repair of a Dwelling Unit, a Sublot or any improvements on a Sublot (other than a Claim (as defined below)). This Section 16.8(d) may not be amended or modified without Declarant's and each Builder's written and acknowledged consent and the consent of Class "A" Members entitled to cast at least one hundred percent (100%) of the total number of votes of the Association, both of which must be part of an instrument recorded with the County.

Section 16.9 - Validity of Mortgages

No violation of any provision of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any mortgagee in actual possession, or any purchaser at any mortgagees' foreclosure sale shall be bound by and subject to this Declaration as fully as any other Owner of any portion of the Property.

Section 16.10 - Amendment of Declaration

Except as expressly provided to the contrary in this Declaration, this Declaration may be amended as follows:

(a) For so long as the Declarant or a successor designated by the Declarant is the Owner of a fee simple interest in the Property, the Original Declarant shall be entitled from time to time to amend or modify any of the provisions of this Declaration or to waive any of the provisions, either generally or with respect to particular portion of the Property, if in its judgment, the development or lack of development of the Property requires such amendment, modification or waiver, or if in its judgment the purposes of the general plan of development of the Dwelling Units will be better served by such amendment, modification or waiver, provided no such amendment, modification or waiver shall materially and adversely affect the value of existing Dwelling Units or shall prevent a Dwelling Unit from being used by the Owner in the same manner that said Dwelling Unit was used prior to the adoption of said amendment, modification or waiver. To amend or modify the Declaration in accordance with this paragraph, Original Declarant shall file a supplement to this Declaration setting forth the amendment or modification, which supplement need not be but shall, at Original Declarant's request, be executed by the Association and all Owners of real property within the Property. Each such Owner, by accepting a deed to his Dwelling Unit or other real property, hereby appoints Original Declarant his attorney-in-fact, coupled with an interest, to execute on his behalf any such amendments. Each amendment or modification shall be effective when signed by the Original Declarant and filed for record with the Recorder of the County.

(b) This Declaration may also be amended or modified by Original Declarant or the Association at any time and from time to time for the purpose of: (1) complying with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public entity, or private insurance company which performs (or may in the future perform) functions similar to those currently performed by such entities; or (2) inducing any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages; or (3) correcting clerical or typographical or obvious factual errors in this Declaration or any Exhibit hereto or any supplement or amendment hereto; or (4) complying with the underwriting requirements of insurance companies providing casualty insurance, liability insurance or other insurance coverages for the Association; or (5) bringing any provision hereof into compliance or conformity with the provisions of any applicable governmental statute, ordinance, rule or regulation or any judicial determination; or (6) correcting obvious factual errors within this Declaration and other documents governing the Property and correcting any inconsistencies between this Declaration and other documents governing the Property, the correction of which would not materially impair the interest of any Owner or Eligible Mortgage Holder; or (7) enabling a title insurance company to issue title insurance coverage with respect to the Property or any portion thereof; or (8) complying with the requirements of the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, and the Ohio Environmental Protection Agency. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant and/or to the Board to vote in favor of, make, or consent to a Subsequent Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be.

Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting any portion of the Property and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Original Declarant to vote in favor of, make and record a Subsequent Amendment. To effect said amendment, Original Declarant shall file a supplement to the Declaration setting forth the Subsequent Amendment which shall be signed by Original Declarant and shall be effective upon the filing of the Subsequent Amendment with the County.

(c) Original Declarant shall have the right to amend this Declaration at any time and from time to time during the Class 'B' Control Period.

(d) Except as expressly provided in this Declaration, and after expiration of the period set forth in (a) of this Article, any provision of this Declaration may be amended or repealed following a meeting of the Members held for such purpose, by the affirmative vote of at least a majority of the voting power of the Class "A" Members unless a greater percentage of vote is required pursuant to this Declaration or in accordance with the Act or other statutes of the State of Ohio; provided, however, that any amendment which would terminate or materially affect the easements set forth in Article III of this Declaration shall not be amended (except as expressly provided in this Declaration) unless all Persons whose rights are terminated or materially affected shall affirmatively consent in writing to such amendment; provided further, that any amendment affecting the rights of Declarant in this Declaration shall not be effective without the prior written consent of Declarant; and provided further, no amendment may increase the financial burden of an Owner without the prior written consent of such Owner. Written notice shall be given each Member at least ten (10) days in advance of the date of the meeting held for the purpose of amending this Declaration, which notice shall expressly state the modification to be considered at such meeting. Each amendment shall be effective when signed by the President and one other officer of the Association, signed by the Declarant if the amendment affects the rights of the Declarant, and filed for record with the County.

(e) No amendment shall limit any right granted to the City in this Declaration without the consent of the City.

(f) A vote to terminate the applicability of this Declaration and to dissolve the Association requires the unanimous consent of Owners.

Section 16.11 - Interest Rates

After this Declaration shall have been recorded for five (5) years or more, the Board shall have the right to change any interest rate or late payment charge referred to herein by majority vote, but in no event shall said interest rate or late payment charge exceed the highest interest rate chargeable to individuals under applicable law.

Section 16.12 - Headings

The heading of each Article and of each Section in this Declaration is inserted only as a matter of convenience and for reference and in no way defines, limits or describes the scope or intent of this Declaration or in any way affects this Declaration.

Section 16.13 - Gender

The use of the masculine gender herein or in the Code shall be deemed to include the feminine and neutral genders, as the case may be, and the use of singular shall be deemed to include the plural, wherever the context so requires.

Section 16.14 – Liberal Interpretation

The provisions of this Declaration shall be liberally interpreted to effectuate its purpose of the development and operation of a first-class residential community.

Section 16.15 - Rule Against Perpetuities

If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common-law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Joseph Biden, President of the United States of America, and Kamala Harris, Vice President of the United States of America.

Section 16.16 – Security

Each Owner and resident of a Sublot, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property within the Property, and the Common Areas. The Association may, but shall not be obligated to, maintain or support certain activities within the Property or the Common Areas designed to promote or enhance the level of safety or security which each person provides for himself or herself and his or her property. HOWEVER, NEITHER THE ASSOCIATION, NOR A BUILDER, NOR THE DECLARANT NOR THE DIRECTORS, EMPLOYEES, OR AGENTS OF SUCH ENTITIES SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SAFETY OR SECURITY WITHIN THE PROPERTY OR THE COMMON AREAS, NOR SHALL THEY BE HELD LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM OR RELATED TO AN OWNER'S OR RESIDENT'S, OR THEIR RESPECTIVE GUEST'S AND INVITEE'S, PRESENCE IN OR USE OF ANY IMPROVEMENTS ON THE PROPERTY, INCLUDING BUT NOT LIMITED TO ANY OF THE COMMON AREA OR IMPROVEMENTS THEREIN. NO REPRESENTATION OR WARRANTY IS MADE THAT ANY SYSTEMS OR MEASURES, INCLUDING SECURITY MONITORING SYSTEMS, WALLS AND GATES CANNOT BE COMPROMISED OR CIRCUMVENTED; OR THAT ANY SUCH SYSTEM OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS, AND SHALL BE RESPONSIBLE FOR INFORMING ANY RESIDENTS OF SUCH OWNER'S SUBLOT THAT NEITHER THE

ASSOCIATION, NOR A BUILDER, NOR THE DECLARANT, NOR THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND COMMITTEES OF SUCH ENTITIES, ARE INSURERS OR GUARANTORS OF SECURITY OR SAFETY AND THAT EACH PERSON WITHIN THE PROPERTY AND THE COMMON AREAS ASSUMES ALL RISKS OF PERSONAL INJURY AND LOSS OR DAMAGE TO PROPERTY RESULTING FROM ACTS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO ANY DAMAGE OR LOSS TO ANY RESIDENCES OR IMPROVEMENTS CONSTRUCTED UPON ANY SUBLOT AND THE CONTENTS LOCATED THEREIN.

Section 16.17 – Privacy

While the Association may adopt policies or procedures designed, directly or indirectly, to support the privacy of persons, property and/or data, the Association shall have no obligation to do so, and each Owner, resident and occupant agrees and accepts the Association does not guarantee the privacy of any person or his or her property or data. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER THE ASSOCIATION, NOR A BUILDER AND NOR THE DECLARANT SHALL HAVE ANY DUTY OF ANY KIND, EXPRESS OR IMPLIED, TO PROTECT THE PRIVACY OF ANY OWNER, RESIDENT OR OCCUPANT, INCLUDING WITHOUT LIMITATION THE PRIVACY OF HIS OR HER PERSON, PROPERTY OR DATA, AND EACH OWNER, RESIDENT AND OCCUPANT RELEASES THE ASSOCIATION, EACH BUILDER AND DECLARANT AND THEIR RESPECTIVE BOARD MEMBERS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY LIABILITY, RESPONSIBILITY AND DAMAGE OF EVERY KIND RELATING TO PRIVACY OR A BREACH, LOSS OR INVASION OF PRIVACY.

Section 16.18 – Adjacent Land Use

Although this Declaration may contain disclosures about the Property or its location on the date of this Declaration, Declarant and each Builder makes no representation that these are the only noteworthy features of the Property or its location. A prospective owner or resident must make his own inspection of the Property, its location and nearby land uses, and make inquiries of anything that concerns him. Declarant and each Builder makes no representation of any kind as to current or future uses, actual or permitted, of any land that is adjacent to or near the Property, regardless of what any plat, plan or drawing shows as potential uses of adjoining land. Declarant, each Builder and the Association cannot and do not guaranty scenic views, volumes of traffic on streets around and through the Property, availability of schools or shopping, or any other aspect of the Property that is affected by the uses or conditions of adjacent or nearby land, water or air. No sales agent, realtor or other party has the authority to make any representation on behalf of Declarant or any Builder.

ARTICLE XVII **DISPUTE RESOLUTION**

Section 17.1 – Dispute Resolution

(a) **Introduction.** This Article is intended to encourage the resolution of certain disputes that may involve or affect the Association, its Members and/or the Property. Such disputes may create significant financial exposure for the Association and its Members, affect each Member's use and enjoyment of their Sublot and the Common Areas, interfere with the resale and refinancing of Sublots, and cause strife and tension among Members, the Board and the Association's management. Accordingly, this Article requires transparency and, in certain circumstances, Owner participation. Transparency means that inspection reports concerning Common Areas related to a dispute are prepared by an independent, professional engineer free from improper influence, and Owners are informed in advance about certain disputes and proposed arrangements between the Association and a law firm or attorney who may represent the Association in the dispute. Owner participation means that in certain situations Owners will have an opportunity to participate in the decision-making process regarding whether the Association should pursue a claim and engage an attorney or law firm for that purpose.

(b) **Agreement to Resolve Disputes; Application; Definitions.** The Association, Owners, the Declarant, all persons subject to this Declaration, and each person not otherwise subject to this Declaration who agrees to submit to this Article by written instrument delivered to a Claimant (defined below), which may include, but is not limited to, a Builder, a general contractor, sub-contractor, or design professional (individually, a "Party" and collectively, the "Parties"), agree to encourage the amicable resolution of disputes covered by this Article to avoid the costs of litigation and arbitration if at all possible. Accordingly, each Party agrees to be subject to the requirements of this Article and agrees this Article applies to all Claims (as defined below). The following words, when capitalized, have the following meanings:

"Claim" means any claim, cause of action, grievance or dispute:

- (i) relating to the rights and/or duties of the Association, the Board, the Design Review Committee or the Declarant under the Governing Documents;
- (ii) relating to the acts or omissions of the Association, the Board, any Board member, any officer of the Association, or the Design Review Committee; any acts or omissions of the Declarant during the Class 'B' Control Period and administration of the Board or the Design Review Committee; or any exercise by Declarant of any rights of Declarant under the Governing Documents, including but not limited to relating to budgets, reserves, assessments, contributions, deficit funding, expenditures, claims of financial guarantees and other financial and accounting matters; or
- (iii) relating to the design, construction, repair, alteration or maintenance, or warranty with respect thereto, of the Common Areas or Areas of Common Responsibility or any improvements located thereon (a "Common Area Claim").

"Claimant" means any Party having a Claim against any other Party.

"Respondent" means any Party against which a Claim has been or may be asserted by a Claimant.

Notwithstanding the foregoing, a Claim does not include and this Article does not apply to

(i) a claim by the Association for assessments or any action by the Association to collect Assessments, (ii) any action to enforce the easements, architectural control, maintenance and use restrictions or rules contained in this Declaration or the other Governing Documents, or (iii) a claim for or related to injuries to or the death of a person. Notwithstanding anything contained in this Article, any claim brought by an Owner related to the design or construction of a Dwelling Unit, a Sublot or an improvement on a Sublot will not be subject to this Article, but will be governed exclusively by the express or implied warranty provided by the Builder or contractor which constructed such dwelling or improvement and any other agreements between the Owner of such Sublot (or its predecessor in title) and such Builder or contractor.

Section 17.2 - Mandatory Procedures

A Claimant may not initiate, participate in or maintain any proceeding before any judge, jury, arbitrator or any judicial or administrative tribunal seeking redress or resolution of a Claim until the Claimant has complied with the applicable procedures of this Article. As provided in Section 17.5 below, all Claims not resolved through negotiation must be submitted to mediation. As provided in Section 17.6 below, all Claims not resolved through negotiation or mediation must be resolved by binding arbitration.

Informal Resolution of Claims

The Parties are encouraged to informally communicate to amicably and efficiently resolve disputes. A Claimant is not required to follow the mandatory procedures in this Article unless a Claim is not resolved and the Claimant desires to pursue a Claim and initiate a proceeding described in Section 17.2 above.

Common Areas

Prior to pursuing a Common Area Claim, the Association (or an Owner if determined allowed by the jurisdiction) must comply with the requirements of Section 17.9 below.

Section 17.3 - Notice of Claim

To pursue a Claim, a Claimant must send each Respondent written notice of the Claim (the “**Notice**”) stating plainly: (i) the nature of the Claim, including date, time, location, persons involved and Respondent’s role in the Claim; (ii) the basis of the Claim (i.e., the provision of the Governing Documents or other authority from which the Claim arises or which supports the Claim); (iii) what Claimant wants Respondent to do or not do to resolve the Claim; and (iv) that the Notice is given pursuant to this Section 17.3 of this Declaration. If the Claim is a Common Area Claim, the Notice must also include a signed resolution of the Board confirming that Members holding a majority of the total votes in the Association approved pursuing the Claim in accordance with Section 17.9(c) below. The Notice must be sent to each Respondent via certified mail, return receipt requested.

Section 17.4 - Negotiation

Within sixty (60) days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually acceptable place and time in an effort to resolve the Claim by good faith negotiation. If the Claim involves or may affect any portion of the Property, then at such meeting or another mutually-agreeable time, Respondent and its representatives will be given access to, and the opportunity to inspect, such portions of the Property.

Section 17.5 - Mediation

If the Parties do not resolve the Claim through negotiation within one-hundred twenty (120) days after the date of the Notice (or within such other period as may be agreed on by the Parties), either Claimant or a Respondent may submit the Claim to mediation with the assistance of a mediator on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and with expertise appropriate to the subject matter of the Claim. If the Parties do not settle the Claim within thirty (30) days after submission to mediation, either Respondent or Claimant may initiate arbitration proceedings in accordance with Section 17.6.

Section 17.6 - Arbitration

All Claims not resolved through negotiation and mediation must be resolved by binding arbitration as provided below. However, Claimant or Respondent may bring an action in court seeking injunctive relief to preserve the status quo and prevent irreparable harm, seeking relief that would otherwise be unavailable in arbitration, or to compel arbitration of any Claim not referred to arbitration as required by this Section 17.6.

(a) **Governing Rules.** If a Claim has not been resolved after mediation in accordance with Section 17.5, the Claim will be resolved by binding arbitration pursuant to the Federal Arbitration Act ("FAA") conducted in accordance with the applicable rules of the American Arbitration Association ("AAA"). If the Claim is a Common Area Claim, then those rules shall be the AAA's Construction Industry Arbitration Rules and Mediation Procedures. The periods of limitation under applicable law shall apply to any Claim and arbitration proceeding under this Article. In the event of any inconsistency between the applicable AAA rules and this Section 17.6, this Section 17.6 will control. The decision rendered by the arbitrator shall be binding and, except as provided below, not subject to appeal, but may be reduced to judgment or enforced in any court having jurisdiction.

(b) **Award.** To resolve Claims, the arbitrator may grant any remedy or relief the arbitrator deems just and equitable; provided, however, the arbitrator's decision and award must be in accordance with applicable law and may not violate this Section 17.6 or Section 17.7 below. In each proceeding, the arbitrator shall make specific, written findings of fact and conclusions of law. **In no event may an arbitrator award speculative, consequential, indirect, special, exemplary, treble or punitive damages for any Claim.** In addition to any right of appeal or review under the FAA or applicable AAA rules, any Party may appeal or seek vacation or modification of an award that is based in whole or in part on: (i) factual findings that have no legally or factually sufficient evidence, as those terms are defined under applicable law; (ii)

conclusions of law that are erroneous; (iii) an error of applicable law; or (iv) a cause of action or remedy not expressly provided under applicable law.

(c) **Other Matters.** To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred and eighty (180) days after the filing of the Claim for arbitration. Arbitration proceedings hereunder shall be conducted in the County. Any Party to a Claim shall have the right to join in the proceedings any contractor, subcontractor, supplier or design professional involved in the design or construction of improvements that are the subject of the Claim. Except as otherwise provided by this Section 17.6 or 17.7, the arbitrator may impose sanctions and take other actions as the arbitrator deems necessary to the same extent a judge could do so pursuant to applicable law. Claimant and each Respondent agree to keep all Claims and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by applicable law. In no event shall a Party discuss a Claim with the news media or issue a press release regarding a Claim without the written consent of all other parties to the Claim.

Section 17.7 - Costs

Except as provided in the following sentence, each Party shall bear all of its own costs incurred in bringing or responding to a Claim or otherwise complying with the dispute resolution process contained in this Article, including without limitation its attorney's fees and costs, and none of such costs may be allocated or awarded to either Party by an arbitrator. If Claimant files an action in a court of law prior to complying with the applicable dispute resolution procedures in this Article, then Claimant shall reimburse the other Parties for the costs, including attorneys' fees, of dismissing or staying such action. Claimant and each Respondent will equally divide all expenses and fees charged by the mediator and arbitrator.

Section 17.8 - Funding Association Claims

If the Association intends to pursue a Claim and a reasonable estimate of the attorneys' fees, inspection costs, consultant and expert fees, arbitration fees and other costs that may be incurred as a result of prosecuting the Claim (whether incurred by the Association directly or for which the Association may be liable) exceeds \$10,000, then the Association must levy a special assessment to fund the estimated costs to pursue and resolve such Claim in accordance with this Article. The Association may not use its annual operating income or reserve funds to fund the costs to pursue and resolve a Claim, but the Association may use a previously established and funded dispute resolution fund.

Section 17.9 - Claims Relating to Common Areas

The Association does not have the power or right to institute, pursue, join, defend, intervene in or settle litigation, arbitration or other proceedings (i) in the name of or on behalf of an Owner (whether one or more) or (ii) pertaining to a claim relating to the design or construction of a Dwelling Unit, a Sublot, or any improvements on a Sublot (other than a Claim relating to Common Areas on one or more Sublots). Each Owner, by accepting an interest in or title to a Sublot, grants and assigns to the Association the exclusive right to institute, pursue, join, defend, intervene in and settle litigation, arbitration or other proceedings relating Common Area Claims.

If the Association desires to assert a Common Area Claim, as a precondition to providing the Notice required by Section 17.3 and initiating the mandatory dispute resolution procedures set forth in this Article, the Association must comply with subsections (a), (b) and (c) below:

(a) **Obtain a Common Area Report.** The Association must obtain a written report (the “**Common Area Report**”) prepared by an independent professional engineer licensed by the state in which the Property is located with an office located in the County (the “**Inspection Company**”) assessing the condition of the Common Areas which are the subject of the Claim. *The requirements for the Common Area Report are intended to provide assurance to the Association, Owners and Respondents that the report was prepared by an independent professional and the substance, conclusions and recommendations contained in the report have not been affected by improper influences or influences that could have compromised the professional judgment of the party preparing the report.* The Common Area Report must include: (i) a description and photographs of the Common Areas which are the subject of the Claim and its present condition; (ii) a description of any modifications, maintenance, or repairs to same performed by any party; and (iii) if the report identifies deficient or defective conditions, a detailed description of any recommended repairs, including the specific process, procedures and materials required to repair such deficient or defective conditions, and the estimated costs to effect such repairs. Such estimated repair costs shall be obtained from independent, third-party contractors, each with an office located in the County and holding all licenses required by applicable law to perform the recommended repair work. The Common Area Report must be an “independent” report obtained directly by the Association, which means: (i) the Inspection Company may not have an arrangement or agreement to provide consulting and/or engineering services with a law firm or attorney that presently represents or proposes to represent the Association; (ii) the costs to prepare the Common Area Report must be paid directly by the Association to the Inspection Company at the time the Common Area Report is completed and delivered to the Association; and (iii) a law firm or attorney that presently represents or proposes to represent the Association may not have agreed, conditionally or unconditionally, to reimburse the Association for the cost of the Common Area Report.

(b) **Provide Notice of the Defective Condition and Opportunity to Inspect and Repair.** Within thirty (30) days after the Association receives the Common Area Report, the Association must send each Respondent a written notice of the Common Area Claim identifying in reasonable detail each deficient or defective condition in the Common Areas that is the subject of the Claim, together with a complete copy of the Common Area Report and any other report, study, analysis and recommendation obtained by the Association relating to the Common Areas the subject of the Claim. Such notice must be sent to each Respondent via certified mail, return receipt requested, or via overnight delivery service with proof of delivery. From the date of receipt of such notice and for ninety (90) days thereafter, each Respondent shall have the right to: (a) inspect any condition identified in the Common Area Report as defective or deficient; (b) contact the Inspection Company for additional information needed to clarify any finding or statement in the Common Area Report; and (c) repair or correct any one or more of the conditions identified as being defective or deficient (if a Respondent commences the repair or correction of one or more conditions identified as being defective or deficient, the Respondent shall have the time reasonably necessary to complete such repair or correction). As provided above, the Declarant has an easement throughout the Property for itself, its successors, assigns, architects, engineers, design

professionals, each Builder and their contractors that may be utilized to correct any such conditions identified in the Common Area Report.

(c) **Obtain Approval of Owners to Pursue Claim.** *The requirements related to Owner approval are intended to ensure the Owners are fully informed of and approve the potential costs the Association and Owners may incur in prosecuting a Common Area Claim, the time that prosecuting such a claim may take, and the financial and other effects that prosecuting such a claim may have on the Association and its Owners.* Accordingly, the Association must obtain the approval of Members holding a Majority of the total number of votes entitled to be cast by all Members of the Association at a meeting of the Members called in accordance with the Bylaws to provide the Notice described in Section 17.3, initiate the mandatory dispute resolution procedures set forth in this Article, or take any other action to prosecute a Common Area Claim. The notice of such meeting must include (in addition to any requirements set forth in the Code): (i) a description of the Common Area Claim, the relief sought, an estimate of the time it will take to prosecute the Claim and the likelihood of success; (ii) a copy of the Common Area Report; (iii) an estimate of the attorney fees, consultant fees, expert fees, arbitration fees and other costs that may be incurred as a result of prosecuting the Claim, whether incurred by the Association directly or for which the Association may be liable; (iv) a summary of the steps previously taken by the Association to resolve the Claim; (v) a statement that initiating arbitration or any legal action to resolve the Claim may affect the market value, marketability, or refinancing of a Sublot while the Claim is being prosecuted; and (vi) a description of the manner in which the Association proposes to fund the cost of prosecuting the Claim. The notice required by this paragraph must be prepared and signed by a person who is not the attorney or member of the law firm who represents or is proposed to represent the Association with respect to the Claim, or retained or employed by or otherwise affiliated with the law firm of the attorney who represents or is proposed to represent the Association with respect to the Claim. If the Members so approve pursuing the Common Area Claim, Members holding a majority of the votes in the Association, at a special meeting called in accordance with the Code, may elect to discontinue pursuit of the Claim.

If the Association desires to engage or execute an agreement with a law firm or attorney to investigate or prosecute a Common Area Claim, then the Members should be informed of, and have the opportunity to approve, the financial arrangements between the Association and the law firm or attorney proposed to be engaged. Among other financial arrangements, the engagement agreement between the Association and the law firm or attorney could require the Association to pay fees and expenses to the law firm or attorney which will be paid through Assessments levied against Owners, or may require the Association to pay fees and expenses if the relationship between the Association and the law firm or attorney is terminated, if the Association elects not to engage the law firm or attorney to prosecute the Claim, or if the Association agrees to settle the Claim. Such financial obligations could have a significant effect on the Association and its Members. Accordingly, before the Association engages or executes an agreement with a law firm or attorney to investigate or prosecute a Common Area Claim, the law firm or attorney and the financial arrangements and agreements between the Association and the law firm or attorney (collectively, an “Engagement Agreement”) must be approved by Members holding a majority of the total number of votes entitled to be cast by all Members of the Association at the meeting of the Members described in the preceding paragraph. In that case, the meeting notice to the Members

must also include: (a) the name of the law firm and attorney; (b) a copy of the Engagement Agreement; (c) an estimate of the fees and expenses that may be required to be paid by the Association under the Engagement Agreement; (d) the conditions upon which such fees and expenses may be required to be paid by the Association; and (e) a description of the process the law firm or attorney will use to evaluate the Claim and whether destructive testing will be required (i.e., the removal of portions of the Common Areas or improvements on the Property). If destructive testing will be required or is likely to occur, the notice shall contain (i) a description of the destructive testing, (ii) the likely locations of the destructive testing, (iii) whether the Owners' use of their Sublot or any Common Areas will be interrupted or affected by such testing, (iv) the means or methods the Association will use to repair the Common Area or improvements affected by such testing, and (v) the estimated costs for such testing and repairs, along with an estimate of the assessments that may be levied against the Owners to pay for the costs of such testing and repairs. Unless approved by the Members as provided above, the Association shall not have the authority to enter into, and shall not enter into, an Engagement Agreement with a law firm or attorney to investigate or prosecute a Common Area Claim. All Engagement Agreements must be in writing. Neither the Board nor any officer of the Association shall have the authority to pay any fees, expenses or other charges to a law firm or attorney relating to evaluating, investigating or asserting a Common Area Claim unless same is pursuant to a written Engagement Agreement approved by the Owners in accordance with this Section.

Section 17.10 - Claims by Owner(s) Relating to Common Areas

Pursuant to Section 17.9 above, an Owner does not have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Areas. In the event that a court of competent jurisdiction or arbitrator determines that an Owner does have the power or right to institute, defend, intervene in, settle or compromise litigation, arbitration or other proceedings relating to the design or construction of the Common Areas, since a Claim affecting the Common Areas could affect all Owners, such Owner shall be required, as a precondition to providing the Notice defined in Section 17.3, initiating the mandatory dispute resolution procedures set forth in this Article, or taking any other action to prosecute such a Claim, to comply with the requirements of Section 17.9(a) – (c). Additionally, class action proceedings are prohibited, and no Owner shall be entitled to prosecute, participate, initiate, or join any litigation, arbitration or other proceedings as a class member or class representative in any such proceedings under this Declaration.

ARTICLE XVIII **HOME CONSTRUCTION CLAIMS**

Section 18.1 - Claims Relating to Dwelling Units and Sublots.

EACH OWNER (WHICH INCLUDES WITHOUT LIMITATION EACH SUBSEQUENT PURCHASER OF A SUBLOT), BY ACCEPTING AN INTEREST IN OR TITLE TO A SUBLOT, AGREES THAT ALL CLAIMS AND CAUSES OF ACTION THAT SUCH OWNER MAY HAVE RELATING TO THE ORIGINAL DESIGN OR CONSTRUCTION OF SUCH OWNER'S DWELLING UNIT, SUBLOT, OR ANY IMPROVEMENT ON SUCH OWNER'S SUBLOT (OTHER THAN COMMON AREAS

ON ONE OR MORE SUBLOTS), INCLUDING WITHOUT LIMITATION CLAIMS BASED ON ANY EXPRESS OR IMPLIED WARRANTIES (COLLECTIVELY, “HOME CONSTRUCTION CLAIMS”), WILL BE GOVERNED EXCLUSIVELY BY THE TERMS AND CONDITIONS OF THE EXPRESS OR IMPLIED WARRANTY PROVIDED BY THE BUILDER OR CONTRACTOR WHICH CONSTRUCTED SUCH DWELLING UNIT OR IMPROVEMENT AND ANY OTHER AGREEMENTS BETWEEN THE INITIAL PURCHASER OF SUCH DWELLING UNIT AND SUCH BUILDER OR CONTRACTOR, INCLUDING WITHOUT LIMITATION ALL PROCEDURES AND AGREEMENTS CONTAINED THEREIN PERTAINING TO THE RESOLUTION OF DISPUTES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH OWNER (WHICH INCLUDES WITHOUT LIMITATION EACH SUBSEQUENT PURCHASER OF A SUBLOT), BY ACCEPTING AN INTEREST IN OR TITLE TO A SUBLOT, ASSUMES THE TERMS AND CONDITIONS OF THE EXPRESS OR IMPLIED WARRANTY PROVIDED BY THE BUILDER OR CONTRACTOR WHICH CONSTRUCTED THE DWELLING UNIT OR IMPROVEMENT, AND, UNLESS THE EXPRESS WARRANTY OR CONTRACT PROVIDED BY SUCH BUILDER OR CONTRACTOR CONTAINS OTHER PROCEDURES TO RESOLVE HOME CONSTRUCTION CLAIMS, SPECIFICALLY AGREES TO THE FOLLOWING:

(a) **Agreement to Arbitrate Home Construction Claims.** **ALL HOME CONSTRUCTION CLAIMS SHALL BE RESOLVED BY BINDING ARBITRATION.** This means each Owner (which includes without limitation each subsequent purchaser of a Sublot) and the other parties involved in the Home Construction Claim GIVE UP THE RIGHT TO GO TO COURT OR TO A JURY to assert or defend Home Construction Claims (EXCEPT for matters that may be taken to SMALL CLAIMS COURT as provided below). Home Construction Claims will be determined by a NEUTRAL ARBITRATOR and NOT by a judge or jury. The parties to each Home Construction Claim will be entitled to a FAIR HEARING, but the arbitration procedures are simpler and more limited than the rules applicable in a court. The arbitrator’s decision will be final and binding, subject to appeal as described below. Arbitrator decisions are as enforceable as any court order and are subject to very limited review by a court. For more information, read the provisions regarding arbitration below, review the American Arbitration Association’s Home Construction Arbitration Rules and related information at www.adr.org, call the American Arbitration Association at 1-800-778-7879, and consult an attorney if you so choose. Alternatively, if the Home Construction Claim does not exceed the maximum jurisdictional amount for a small claims court in the state where the Sublot is located, a party involved in a Home Construction Claim may elect to have the claim resolved in a small claims court rather than by binding arbitration (however, any appeal of a small claims court judgment must be resolved through arbitration in accordance with this Article).

(b) **Applicable Law.** The original construction and sale of each Dwelling Unit was a transaction involving interstate commerce. The Federal Arbitration Act (the “FAA”) shall govern the interpretation and enforcement of this agreement to arbitrate Home Construction Claims. Even if a part of these arbitration provisions is determined to be unenforceable under applicable law, the remainder shall survive, and the parties shall remain obligated to resolve Home Construction Claims through binding arbitration as set forth herein.

(c) **Arbitrator – American Arbitration Association.** The arbitration shall be conducted before an arbitrator appointed by the American Arbitration Association (the “AAA”). If the AAA declines to arbitrate a Home Construction Claim, or if the AAA is not available, the parties will agree to an alternative arbitrator, or have a court appoint a new arbitrator who meets the qualification criteria of an AAA-trained arbitrator and has at least ten (10) years of construction arbitration experience.

(d) **Arbitration Rules.** The arbitration shall proceed in accordance with the AAA’s Home Construction Arbitration Rules. If those rules have been repealed or replaced at the time the arbitration claim is filed, the AAA’s rules then most applicable to residential construction shall apply. However, each builder or contractor will be entitled to visually inspect and perform testing as to any component claimed to have a construction defect and no AAA rule shall apply if it is inconsistent with the provisions of this Declaration.

(e) **Additional Parties or Claims.** Each party to a Home Construction Claim may join as a party to the arbitration any third party consultant, contractor, supplier, manufacturer, engineer, architect or other professional involved in the manufacture, design or construction of any part of the Dwelling Unit, Sublot or improvement on the Sublot. Except as provided above, each Home Construction Claim shall be between only the then Owner of a Dwelling Unit or Sublot and the Builder, Contractor and other parties involved in manufacture, design or construction of any part of such Dwelling Unit or improvements on such Sublot and shall not be joined or consolidated with the claims or arbitration of any other party, and the arbitrator is not authorized to permit any consolidation or joinder with any other party. Each Owner and subsequent purchaser of a Sublot waives the right to institute or participate in a class or any other type of representative arbitration or any type of legal action as a member or representative of a class for any Home Construction Claim and agrees the arbitrator is not authorized to permit any class or representative arbitration.

(f) **Arbitration Process.** A party seeking to resolve a Home Construction Claim shall begin the arbitration process by filing a demand for arbitration with the AAA and serving a copy of the demand on the other party. The failure to initiate arbitration at any particular time shall not be considered a waiver of the right to compel arbitration of a Home Construction Claim. The only way this right to arbitrate claims may be waived is by a written agreement among the parties. To the extent not inconsistent with the FAA, all provisions of this paragraph are subject to the general qualification that state laws, requirements and rules, including, but not limited to, state filing limitations (such as statute of limitations and statutes of repose), may affect how and when arbitration may be initiated and administered. The following is a brief description of the steps to initiate arbitration and the arbitration process:

(1) **Step 1 – Filing a Request.** The party initiating arbitration must notify the AAA in writing of the request for arbitration under the terms of this Agreement. If a Builder or contractor initiates arbitration, such Builder or contractor will pay the AAA’s filing fee. If an Owner (including a subsequent purchaser of a Sublot) initiates arbitration, such Owner will pay the lesser of 1/2 of the AAA filing fee or the amount provided by the AAA rules and the Builder or contractor will pay the other 1/2 or remainder. All other AAA arbitration fees and costs shall be paid in accordance with the applicable AAA fee schedule.

(2) **Step 2 - Hearing.** The arbitration will be held at a location agreed to by the parties, usually in the metropolitan area where the Property is located. The hearing typically will be scheduled by the arbitrator at a time mutually agreeable to all parties. At the hearing, the arbitrator will hear and consider evidence presented by all parties. If a party timely notifies the AAA of a request for a record of the hearing prior to the earlier of the hearing date or the date in the AAA's rules, if specified, the arbitrator will preserve all evidence presented at the arbitration. Oral evidence will be preserved in a manner that it can be converted into a written transcript. The costs of the record will be paid by the party requesting the record or shared equally among the parties requesting a copy.

(3) **Step 3 - Award.** The arbitrator's award will decide the relief to be awarded and, if requested by a party, the scope and manner of correction. The arbitrator's award shall be consistent with this agreement, based on applicable law (except to the extent the FAA overrides and preempts state, local or other law), and shall include findings of fact and conclusions of law. If permitted by the AAA rules, either party may request a written explanation of the award. Each party shall bear its own attorney's fees and expenses (including without limitation the costs and fees of any expert witnesses) in the arbitration, any confirmation proceeding and any appeal. Arbitrator compensation, expenses, and administrative fees (which include filing and hearing fees) shall not be subject to reallocation.

(i) **Appeal.** Each party shall have the right to appeal the arbitrator's award to the AAA by filing a written notice with the AAA (with a copy to the other party) within 30 days of the date of the arbitrator's award. The party appealing the award shall pay the fees necessary to initiate the appeal. If both sides appeal, the fees shall be split 50/50. The notice of appeal must include the specific items the party seeks to change in the award and the supporting facts and law. The appeal shall be heard by a panel of three arbitrators from the AAA. The appeal shall be conducted in accordance with the applicable rules of the AAA and this agreement as if the claim was being initially filed with the AAA, except that: (i) the only issues to be determined on appeal are the issues described in the notice of appeal and any issues raised by the non-appealing party in response to the issues in the notice of appeal, (ii) the arbitrators' award on appeal shall be final, binding and non-appealable, and (iii) no new evidence shall be accepted or considered by the arbitrators.

(ii) **Award after Appeal.** The award of the arbitrator shall be final, subject to appeal as provided above. If a notice of appeal from the initial hearing is not received by the AAA within 30 days after the date of the initial award, then the initial award shall be final. Once the award is final, it will be binding on and enforceable against the parties, except as modified, corrected, or vacated according to the applicable arbitration rules and procedures or to the extent not inconsistent with the FAA or applicable state law. Either party may present the final award to any court having jurisdiction over the Home Construction Claim to enter that award as a judgment of the court.

(4) **Step 4 - Repairs.** Unless designated otherwise in the award (and unless appealed), any party ordered to perform a correction to the Dwelling Unit or Sublot will, within 10 days after a final award, elect to either perform the correction awarded by the arbitrator or, at such party's option, pay the Owner of the Dwelling Unit or Sublot the reasonable cost of such

correction. If such party elects to perform a correction under an award, such party will complete the correction within 60 days after a final award or as may be specified by the arbitrator. If the correction cannot be completed in that time, the arbitrator must grant reasonable additional time to make the correction. If the Owner believes that the correction was not performed satisfactorily or in a timely manner, such Owner may have those issues determined in a later arbitration. If the cost of correction is not specified in the award and party ordered to perform a correction elects to pay the Owner the reasonable cost of the correction, such Owner may have the amount of that payment reviewed in a later arbitration.

(g) **Expenses.** Except as stated above, each party shall bear its own attorney's fees and other expenses incurred in connection with a Home Construction Claim. However, if a party to such a claim files a court action in violation of this Article and the other party is required to compel arbitration by filing a motion with the court, the court shall award the moving party its court costs and reasonable attorneys' fees incurred in connection with the motion.

LIKE ALL COVENANTS CONTAINED IN THIS DECLARATION, THE AGREEMENTS CONTAINED IN THIS ARTICLE ARE COVENANTS RUNNING WITH TITLE TO EACH SUBLOT, CONCERN EACH SUBLOT AND THE DWELLING UNIT AND OTHER IMPROVEMENTS ON SUCH SUBLOT, AND SHALL BE BINDING UPON EACH SUCCESSIVE OWNER OF A SUBLOT (WHICH INCLUDES WITHOUT LIMITATION EACH SUBSEQUENT PURCHASER OF A SUBLOT).

[remainder of page intentionally left blank]

GREYFOXNORTHBRIDGEVILLE LLC

By: _____
Richard A. Sommers, Member

STATE OF OHIO)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____,
2023 by Richard A. Sommers, Member of Greyfoxnorthridgeville LLC, an Ohio limited liability
company, on behalf of the limited liability company.

Notary Public

Prepared By:

Greyfoxnorthridgeville LLC
Box 1102
Chardon, OH 44024

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "B"
SITE PLAN

EXHIBIT "C"

**CERTIFICATE OF COMPLIANCE AND STATUS OF ASSESSMENTS
WITH RESPECT TO THE RESALE OF A DWELLING UNIT
AT EAGLE MEADOW SUBDIVISION
NORTH RIDGEVILLE, LORAIN COUNTY, OHIO**

Eagle Meadow Homeowners' Association, Inc., a non-profit Ohio corporation (the "**Association**"), created to govern, operate, control and administer the "Areas of Common Responsibility" for Eagle Meadow Subdivision, North Ridgeville, Lorain County, Ohio ("Eagle meadow") and to supervise and enforce the Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Meadow (the "**Declaration**") hereby certifies as follows:

1. The Association has received notice of a proposed sale of the Dwelling Unit located on Sublot No.____, located at _____, North Ridgeville, Lorain County, Ohio.

2. The proposed purchaser(s) of the Dwelling Unit is (are) _____.

3. The owner(s) of the Dwelling Unit (is) (are) _____.

4. The Association has no record of a violation of the Covenants and Restrictions contained in the Declaration except _____
(if none, write "None").

5. The current annual assessment attributable to the Dwelling Unit is \$_____.

6. The assessments are payable at the rate of \$_____ per (month) (quarter); said assessments being payable through _____ 20_____.

7. A fee is payable to the Association upon the issuance of this Certificate in accordance with the terms of the Declaration.

This Certificate of Compliance is being issued pursuant to Section 7.26 of the Declaration.

**EAGLE MEADOW HOMEOWNERS'
ASSOCIATION, INC.**

By: _____

Date: _____, 20_____

EXHIBIT “D”

CODE OF REGULATIONS (BYLAWS)
OF
EAGLE MEADOW HOMEOWNERS’ ASSOCIATION, INC.,
A Non-Profit Ohio Corporation

CODE OF REGULATIONS (BYLAWS)
OF
EAGLE MEADOW HOMEOWNERS' ASSOCIATION, INC.

Article I
Name, Principal Office, and Definitions

Name. The name of the Association is EAGLE MEADOW HOMEOWNERS' ASSOCIATION, INC., an Ohio non-profit corporation (hereinafter sometimes referred to as the "Association").

Principal Office. The principal office of the Association will be located in North Ridgeville, Lorain County, Ohio.

Definitions. Capitalized terms used in this Code of Regulations ("Code") shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Meadow Subdivision, North Ridgeville, Lorain County, Ohio (the "Declaration").

Article II
Association: Meetings, Quorum, Voting, Proxies

Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B" ("Members"), as more fully set forth in the Declaration, the terms of which pertaining to memberships are specifically incorporated herein by reference.

Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors (the "Board") of the Association either on the Property or as convenient thereto as possible and practical.

Annual Meetings. The first annual meeting of the Members shall be held within one hundred twenty (120) days after the termination of the Class "B" Membership in accordance with Section 5.2(b)(2) of the Declaration, and each subsequent annual meeting shall be held at 7:00 p.m. on the same day of the same month of each year thereafter, unless the Board designates a different date. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

Special Meetings. The President of the Association may call special meetings. In addition, after the Declarant is no longer a Class "B" Member, it shall be the duty of the President of the Association to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board or upon a petition signed by holders of at least one-fourth (1/4th) of all of the votes of the Class "A" Members. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Notice of Meetings. A written or printed notice stating the place, day, and time of any meeting of the Members shall be delivered, either personally or by mail, or by e-mail if authorized in writing by a Member, to each Member entitled to vote at such meeting, at least fifteen (15) days before

the date of such meeting, by or at the direction of the President or the Secretary or the officers or Persons calling the meeting. Such notice shall specify the place, day and time of the meeting, and, in the case of a special meeting, the purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered three (3) days after it is deposited in the United States mail addressed to the Class "A" Member at his address as it appears on the records of the Association, or supplied by such Member to the Association for the purpose of notice, with postage thereon prepaid.

Waiver of Notice. Waiver of notice of meeting by a Class "A" Member shall be deemed the equivalent of proper notice. Any Class "A" Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Class "A" Member, whether in Person or by proxy, shall be deemed a waiver by such Class "A" Member of notice of the time, date, and place thereof, unless such Class "A" Member or specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Class "A" Members who are present at such meeting, either in Person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Class "A" Members in the manner prescribed for regular meetings.

The Class "A" Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Class "A" Members to leave less than a quorum, provided that at least ten (10%) percent of the voting power of the Association remains present in Person or by proxy.

Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

Proxies. At all meetings of Members, each Class "A" Member may act or vote in Person or by proxy. The Person appointed as proxy need not be a Member of the Association. Designation by a Member or Members of a proxy to vote or act on his behalf shall be made in writing to the Secretary of the Association (or if there is no Secretary, then with the Person conducting the meeting for which the proxy is given) at or before the meeting and shall be revocable at any time by actual notice to the Secretary of the Association by the Member or Members making such designation and shall automatically cease upon conveyance by the Member of his Sublot. Notice to the Association in writing or in open meeting of the revocation of the designation of a proxy

shall not affect any vote or act previously taken or authorized. The presence at a meeting of the Person appointing a proxy does not revoke the appointment.

Majority. As used in this Code, the term “majority” shall mean those votes totaling more than fifty (50%) percent of the total number.

Quorum. Unless otherwise set forth in the Declaration, the presence in Person or by proxy of at least twenty percent (20%) of the voting power of each of the Class “A” and Class “B” Members of the Association shall constitute a quorum at all meetings of the Association except as otherwise provided in the Articles of Incorporation, the Declaration, or this Code. Any provision in the Declaration concerning quorums is specifically incorporated herein. If a quorum is not present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Conduct of Meetings. The president shall preside over all meetings of the Association, and the secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

Action Without A Meeting. Any action required by law to be taken at a meeting of the Class “A” Members or any action which may be taken at a meeting of the Class “A” Members may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Class “A” Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Class “A” Members.

Article III

Board of Directors: Number, Selection, Term of Office

Number. During the Class ‘B’ Control Period specified in Section 5.2(b)(2) of the Declaration, the affairs of this Association shall be managed by a Board of three (3) Directors who need not be Members of the Association. After the termination of the Class “B” Membership and in accordance with Article IV, Section 3 of this Code, the Members shall elect all three (3) Directors. Members or spouses of Members may be elected as Directors; provided, however, no single Dwelling Unit shall be represented on the Board by more than (1) Person at the same time. If a Member is a corporation, partnership, limited liability company, trustee or other artificial entity, a certificate signed by such Member shall be filed with the Secretary of the Association naming such Director (or if there is no Secretary, then with the Person conducting the meeting), which certificate shall be conclusive until a subsequent substitute certificate is filed with the Secretary of the Association.

Term of Office. Prior to the termination of the Class ‘B’ Control Period, the Class “B” Member shall elect one (1) Director for a term of one (1) year, and two (2) Directors for a term of two (2) years; and at each annual Meeting thereafter the Class “B” Member shall elect one (1) or two (2) Directors, as the case may be, for a term of two (2) years. After the termination of the Class ‘B’ Control Period, the Members shall elect one (1) Director, for a term of three (3) years; one (1) Director, for a term of two (2) years; and one (1) Director for a term of one (1) year. At each annual meeting thereafter, the Members shall elect one (1) Director, as the case may be, for a term

of three (3) years.

Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Article IV **Nomination and Election of Directors**

Nomination. Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board, and two (2) Members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members.

Election Inspectors. At each meeting at which Board members are to be elected, after nominations to the Board, but prior to the election of such Board members, the Members of the Association shall elect two Members of the Association to serve as Election Inspectors at the meeting to examine the ballots cast, to count the votes and to announce the names of the Members elected to Board positions. The Election Inspectors shall not be nominees (or spouses of nominees) for election to the Board.

Election. Notwithstanding any other provision contained herein:

(a) At the first annual meeting of the membership after the termination of the Class ‘B’ Control Period specified in Section 5.2(b)(2) of the Declaration, the Class “A” Members shall elect all three (3) Directors. Immediately prior to such election, all Persons previously elected or appointed by the Declarant, shall resign; provided, however, that such Persons shall be eligible for reelection to the Board. The terms of office of the Directors elected by the Class “A” Members shall be in accordance with Article III, Section 2 of this Code.

(b) At any election of Directors, each Class “A” Member shall be entitled to cast one (1) equal vote with respect to each vacancy to be filled. The candidates receiving the largest number of votes shall be elected. Such election shall be by written secret ballot whenever requested by a Member of the Association; but unless the request is made, the election may be conducted in any manner approved at such meeting. The Directors elected by the Class “A” Members shall hold office until their respective successors have been elected by the Association. The Directors may be elected to serve any number of consecutive terms. The Persons so elected shall take office upon such election.

Removal of Directors and Vacancies. A Director who was elected solely by the votes of Class “A” Members other than the Declarant may be removed from office, with or without cause, prior to the expiration of his term only, by the vote of a majority of the voting power of Class “A”

Members other than the Declarant. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a Director, a successor shall then and there be elected by the Class "A" Members entitled to elect the Director so removed to fill the vacancy for the remainder of the term of such Director.

Any Director elected by the Class "A" Members who has three (3) consecutive unexcused absences from meetings of the Board or who is delinquent in the payment of any Assessment or other charge due the Association for more than thirty (30) days may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death, disability, or resignation of a Director, a vacancy may be declared by the Board, and it may appoint a successor. Any Director appointed by the Board shall serve for the remainder of the term of the Director who vacated the position.

Article V

Meetings of Directors

Regular Meetings. Regular meetings of the Board shall be held without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Special Meetings. Special meetings of the Board shall be held when called by the president of the Association, or by any two (2) Directors, after not less than three (3) days' notice to each Director.

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

Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of the Board, recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. Meetings may be conducted by any method of communication including electronic or telephonic communication, provided all members of the Board can hear or read in real time and participate and respond to every other member of the Board.

Closed Meetings. Pursuant to Ohio Revised Code Section 5312.04(F), no Owner other than a Director may attend or participate in any discussion or deliberation of a meeting of the Board unless the Board expressly authorizes that Owner to attend or participate.

Executive Session. The Board may, with approval of a majority of a quorum, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Action Without a Formal Meeting. Any action to be taken at a meeting of the Board or any action that may be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members of the Board, and such consent shall have the same force and effect as a unanimous vote. An explanation of the action taken shall be posted at a prominent place or places within the Common Areas within three (3) days after the written consents of all the Members of the Board have been obtained.

Non-Discrimination by Board. The Board shall comply with all applicable state and federal laws concerning prohibitions against discrimination on the basis of race, color, religion, sex, military status, national origin, disability, age, or ancestry, including, but not limited to, Chapter 4112 of the Ohio Revised. No private right of action additional to those conferred by the applicable state and federal anti-discrimination laws is conferred on any aggrieved individual by the preceding sentence.

Article VI

Powers, Limitation on Powers and Duties of the Board

Powers. The Board shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Articles, or this Code directed to be done and exercised exclusively by the Class "A" Members.

In addition to powers specified in the Declaration, including the powers set forth in Section 5.4 of the Declaration, and in addition to the duties imposed by this Code or by any resolution of the Association that may be hereafter adopted, the Board shall have the power to and be responsible for the following, in way of explanation, but not limitation:

(a) adopt, publish and enforce Rules governing the use of the Common Areas, the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof in accordance with Article X hereof.

(b) suspend the voting rights, use of the recreational facilities, and the receipt of Association services of a Member during any period in which such Member shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of the Rules;

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of this Code, the Articles of Incorporation, or the Declaration;

(d) declare the office of a Member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board;

(e) select by a majority vote a successor Director in the event of death, resignation or removal of a Director. A successor Director shall serve for the unexpired term of his predecessor;

(f) hire and fire managing agents, attorneys, accountants and other independent professionals and also employees that the Board determines are necessary or desirable in the management of the Property and the Association;

(g) prepare and adopt an annual budget in which there shall be established the contribution of each Owner to the Common Expenses. The budget shall include reserves in an amount adequate to repair or replace major capital items in the normal course of operations without the necessity of special assessments, unless Owners, exercising not less than a majority of the voting power of the Association, waive the reserve requirement annually;

(h) making Assessments to defray the Common Expenses, establishing the means and methods of collecting such Assessments, and establishing the period of the installment payments of the annual Assessment; provided, however, that unless otherwise determined by the Board, the annual Assessment against the proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;

(i) providing for the operation, care, upkeep, and maintenance of all of the Common Areas;

(j) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Areas and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

(k) collecting the Assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, however, that any reserve fund may only be deposited in investments that meet standards for fiduciary investments under the laws of the state of Ohio;

(l) making and amending Rules;

(m) opening of bank accounts on behalf of the Association and designating the signatories required in accordance with Article VII, Section 9 of this Code;

(n) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Areas in accordance with the provisions of the Declaration and this Code after damage or destruction by fire or other casualty;

(o) enforcing by legal means the provisions of the Declaration, this Code, and the Rules adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(p) obtaining and carrying insurance against casualties and liabilities (including directors and officers liability insurance to the extent reasonably available), as provided in the Declaration, and paying the premium cost thereof;

(q) paying the cost of all services rendered to the Association or its Members and not chargeable directly to individual Owners;

(r) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners and mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Board for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices;

(s) making available to any prospective purchaser of a Dwelling Unit or a vacant Sublot, any Owner of a Dwelling Unit or a vacant Sublot, any first mortgagee, and the holders, insurers, and guarantors of a first mortgage on any Dwelling Unit or vacant Sublot, current copies of the Declaration, the Articles, this Code, rules governing Dwelling Units and vacant Sublots, and all other books, records, and financial statements of the Association. The Association or the management company selected by the Association may impose a reasonable charge for the foregoing in order to defray duplication costs;

(t) permitting utility suppliers to use portions of the Common Areas reasonably necessary to the ongoing development or operation of the Property;

(u) entering into easement agreements, leases, license agreements and other agreements with utility companies (both private and public), with Owners, and with the owners of neighboring properties;

(v) borrowing money from time to time for the purpose of improving, maintaining, repairing and replacing the Common Areas, and secure said financing without the approval of the Class "A" Members with an assignment of Assessments, including Additional Assessments and future Assessments in accordance with Section 5.4(a) of the Declaration;

(w) granting or obtaining or dedicating to public use easements and rights-of-way (i) for access and for the construction, extension, installation, maintenance or replacement of utility services and facilities, or (ii) to or from a public or governmental authority, and to or from any body or agency which has the power of eminent domain or condemnation over any portion of the Property; provided, however, that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer be signed by two-thirds (2/3rds) of the Members has been recorded.

(x) such other rights as conferred by Ohio Revised Code Chapters 5312 and 1702 that do not conflict with the provisions of the Declaration or this Code.

Limitation on Powers; Right of Declarant to Disapprove Actions. This Section 2 may not be amended without the express, written consent of the Class "B" Member during the Class 'B' Control Period.

During the Class 'B' Control Period, the Class "B" Member shall have a right at its sole discretion to disapprove actions of the Board and the Design Review Committee, as is more fully provided

in this Section. This right shall be exercisable only by the Class “B” Member, its successors, and assigns who specifically take this power in a recorded instrument. The right to disapprove shall be as follows:

No action authorized by the Board or Design Review Committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) The Class “B” Member shall have been given written notice of all meetings and proposed actions approved at meetings of the Board or any committee thereof in accordance with Section 16.2 of the Declaration, which notice shall, except in the case of the regular meetings held pursuant to this Code, set forth in reasonable particularity the agenda to be followed at said meeting; and

(b) The Class “B” Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, any committee thereof, or the Association. The Class “B” Member, its representatives or agents shall have the right to make its concerns, thoughts, and suggestions known to the members of the subject committee and/or the Board. The Class “B” Member shall have the right to disapprove any action, policy, or program authorized by the Board or any committee thereof and to be taken by the Board, such committee, the Association, or any individual member of the Association, if Board, committee, or Association approval is necessary for such action. This right may be exercised by the Class “B” Member, its representatives, or agents at any time within thirty (30) days following the meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to block proposed actions but shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board or the Association. The Class “B” Member shall not use its right of disapproval to require a reduction in the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditures required to comply with applicable laws and regulations.

Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is required in writing by one-fourth (1/4) of the Class “A” Members who are entitled to vote;

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

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual Assessment against Sublots at least thirty (30) days in advance of each annual Assessment period;

(2) send written notice of each Assessment to every Owner subject thereto at least thirty (30) days in advance of each annual Assessment period; and

(3) foreclose the lien against any Sublot for which Assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any Person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) pursuant to Section 6.5 of the Declaration, procure and maintain adequate liability and hazard insurance on property owned by the Association and adequate officers and directors indemnity insurance and cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(f) cause the Common Areas to be maintained;

(g) establish, levy, assess and collect all Assessments referred to or authorized in the Declaration; and

(h) enter into easement agreements, license agreements and other agreements with utility companies (both private and public), with Owners within the Property and with owners of neighboring properties.

Article VII

Officers and Their Duties

Enumeration of Offices. The officers of the Association shall be a president and vice-president, who shall at all times be Members of the Board, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

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

Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year or until his successor is elected and has qualified, unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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

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

Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Multiple Offices. The offices of secretary and treasurer may be held by the same Person. No Person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred by or imposed by the Board. The offices and powers and duties of the officers are as follows:

(a) President: The president shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall see that orders and resolutions of the Board are carried out; shall sign all leases, deeds, and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice-President: The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of him or her by the Board.

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

(d) Treasurer: The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit or review of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

Agreements, Contracts, Deeds, Easements, Leases, Checks. All agreements, contracts, deeds, easements, leases, checks, and other instruments of the Association authorized by the Declaration or the Act, shall be executed by any two (2) officers of the Association or by such other Person or Persons as may be designated by resolution of the Board.

Article VIII

Committees

Appointment of Committees. The Board shall appoint a Design Review Committee, as provided in the Declaration, and a Nominating Committee and a Covenants Committee, as provided below in this Code. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose.

Design Review Committee. The Board shall appoint a Design Review Committee (“DRC”) consisting of three (3) Persons. The structure and the functions of the DRC shall be in accordance with Article VIII of the Declaration.

Covenants Committee. The Board may appoint a Covenants Committee consisting of three (3) Members. Acting in accordance with the provisions of the Declaration, this Code, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Article VIII of this Code.

Article IX

Finances of Association (Assessments)

Preparation of Estimated Budget. On or before the filing with the Lake County Recorder of the Declaration, and on or before December 15 of each year thereafter, the Association shall prepare a preliminary estimated budget of the total amount necessary to pay the Assessments referred to in Article IX of the Declaration for the balance of the calendar year in which the Declaration is filed and, thereafter, for each succeeding calendar year together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, and the amounts, if any, which may be received from special assessments, concessions, contracts for special services and facilities, and other sources. Within 45 days of the date of the preliminary estimate, the Association will prepare a final estimated budget and shall notify each Member in writing as to the amount of such estimates, and shall send a copy of such notice to each holder of a first mortgage upon the Ownership Interest of a Member who has made a request in writing for such notification. The failure of the Association to comply strictly with the above time requirements shall not be deemed to be a waiver and shall not prevent the Association from collecting Assessments. The net of the aggregate amounts of such estimates (herein called the “Estimated Cash Requirements”) of the next calendar year shall be assessed to those Members required to pay the Assessments according to and as specifically set forth in Article IX of the Declaration. Each Member required to pay Assessments shall pay to the Association or as it may direct, the Assessment made pursuant to this Section on or before the first day of each calendar year, except that the Board may elect to collect annual Assessments semi-annually, quarterly, or monthly, in advance. On or before the date of each annual meeting, the Association shall furnish to all Members an itemized accounting of the expenditures for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, by special Assessments, or otherwise, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited to the last maturing monthly installments due from the Members under the current year’s estimate, pro rata. Any net shortage shall be added pro rata to the next installment due after the rendering of the accounting.

In addition to such regular monthly assessments, each Class “A” Member shall be required to make, at the time such Member acquires title to a Sublot, an initial capital contribution to the Association of \$250.00 for each Sublot purchased, one-half (1/2) of said sum shall be held by the Association in the Association’s working capital account and the balance of said sum shall be held by the Association as a reserve for contingencies and replacements. The general purpose of this contribution is to provide the Association with funds for working capital and/or contingency reserve purposes. Such funds may be used for certain prepaid items (e.g., insurance premiums,

utility deposits and organization, equipment and supply costs) and for such other purposes as the Board may determine. This initial capital contribution is not an escrow or an advance, is not refundable and shall not be required of the Declarant, but only from those Persons who purchase a Sublot from the Declarant.

Notwithstanding the provisions of this Section 1, the Board shall have the authority to establish payment of Assessments, quarterly or semi-annually or annually (rather than monthly).

Reserve for Contingencies and Replacements; Special Assessments. The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may be necessary for the year, shall be charged first against such reserve. If the “Estimated Cash Requirements” proves inadequate for any reason, including nonpayment of any Member’s Assessment, the deficiency and any extraordinary expenditures in excess of the reserves therefor shall be assessed to the Members required to pay assessments, pro rata. The Association shall also make any necessary or desirable special Assessments, from time to time which shall be payable at the time or times the Board deems necessary or desirable. The Association shall serve notice of such further Assessments on Members required to pay Assessments, by a statement in writing giving the amount and reasons therefor, and such further assessment shall be payable by the date and upon the terms stated in the notice, which date shall be not less than ten (10) days after the delivery or mailing of such notice of further Assessment. The reserve set forth above shall include any expenses pertaining to any bridges and associated pathways located within the Property.

Failure to Prepare Annual Budget. The failure or delay of the Association to prepare or deliver to a Member any annual or adjusted estimate shall not constitute a waiver or release in any manner of such Member’s obligation to pay his share of the Assessments, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Member required to pay Assessments pursuant to Section 9.2 of the Declaration shall continue to pay the current charge at the existing rate established for the previous period until the Association mails or delivers notice of the new payment due as a result of the determination of the new annual or adjusted estimate.

Books and Records of the Association. The Association shall keep full and correct books of account and the same shall be open for inspection by any Member or his representative duly authorized in writing, at such reasonable time or times during normal business hours as may be requested. Upon ten (10) days’ notice to the Board and payment of a reasonable fee established by the Board, any Member shall be furnished a statement of such Member’s account setting forth the amount of any unpaid Assessments or other charges due and owing.

Status of Funds Collected by Association. All funds collected hereunder shall be held and expended solely for the purposes designated herein and (except for such special Assessments as may be levied hereunder against less than all of the Members and for such adjustments as may be required to reflect delinquent or prepaid Assessments) shall be deemed to be held for the use, benefit and account of all Members required to pay Assessments pursuant to Section 10 of the Declaration.

Depository. The depository of the Association shall be such bank or banks and/or such savings and loan association or savings and loan associations and/or such money market fund(s) as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawal of the monies from such accounts shall be only by a check signed by two Persons who are authorized by the Board.

Annual Review. The books of the Association shall be reviewed once a year by the Board and such review shall be completed prior to each annual meeting. If requested by a majority of the members of the Board, such review shall be made by a certified public accountant. In addition and at any time requested by Members or by holders of first mortgages on Ownership Interests possessing in the aggregate fifty percent (50%) or more of the voting power in the Association, the Board shall cause an additional review to be made at the expense of the requesting party.

Remedies for Failure to Pay Assessments. If an Owner shall be in default in the payment of any of the aforesaid Assessments, the Association shall have all of the remedies set forth in the Declaration, in the Code or at law or equity to collect such Assessments and all costs associated therewith.

Article X

Hearing Procedure; Compliance and Non-Monetary Default

Enforcement. In the event of a violation by any Member or any Tenant or other Occupant of a Dwelling Unit (other than the nonpayment of Assessments or charges, which are governed by Articles X and XI of the Declaration) of any of the provisions of the Declaration, the Code, or the Rules, the Association or a committee created by the Code (e.g., the DRC or the Covenants Committee) or by the Board shall make a reasonable effort to notify the Member and any Tenant or other Occupant of the violation, by written notice. If such violation is not cured as soon as is reasonably practical and in any event within seven (7) days after the date of such written notice, or if the violation is not capable of being cured within such seven (7) day period, if the Member or Tenant or other Occupant fails to commence and diligently proceed to completely cure such violation as soon as is reasonably practical within seven (7) days after the date of the written demand by the Association or such committee, or if any similar violation is thereafter repeated, the Association or such committee may, at its option:

(a) Impose an Enforcement Assessment against the Member or Tenant or other Occupant as provided in Subsection (b) of this Section; and/or

(b) Commence an action to enforce performance on the part of the Member or Tenant or other Occupant, and to require the Member to correct such failure, or for such other relief as may be necessary under the circumstances, including injunctive relief; and/or

(c) The Association may itself perform any act or work required to correct such failure and, either prior to or after doing so, may charge the Member with all reasonable costs incurred or to be incurred by the Association in connection therewith, plus a service fee equal to twenty percent (20%) of such costs. In connection with the foregoing, the Association may perform any maintenance or repairs required to be performed, may remove any change, alteration, addition or improvement which is unauthorized or not maintained in accordance with the provisions of the

Declaration, remove any improperly parked, disabled, and/or wrecked vehicle (motorized or otherwise), or trailer without liability, and may take any and all other action reasonably necessary to correct the applicable failure; and/or

(d) Commence an action to recover damages or any other remedy available at law or in equity.

Enforcement Assessments. The amount of any Enforcement Assessment shall be a reasonable amount as determined in the sole discretion of the Board, the DRC or the Covenants Committee. Prior to imposing any fine, the Member or Tenant or other Occupant shall be afforded an opportunity for a hearing after making a reasonable effort to provide a written notice to the Member or Tenant or other Occupant of not less than ten (10) days, which notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the provisions of the Declaration, this Code or Rules which have allegedly been violated, (iii) a short and plain statement of the matters asserted by the Association or the committee, (iv) the amount of the proposed charge or Enforcement Assessment, (v) a statement that the Owner has the right to a hearing before the Board or committee to contest the proposed Enforcement Assessment, (vi) a statement setting forth the procedure to request a hearing, and (vii) a statement that the Owner has the right to cure the violation in accordance with Section 1 above. Prior to the effectiveness of any sanction hereunder, proof of notice of the mailing or attempted delivery, and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and attempted manner of delivery is entered by the officer, Board Member, committee Member or agent who attempted delivery of such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the hearing. The minutes of the hearing shall contain a written statement of the hearing and the sanction, if any, imposed. The Member or Tenant or other Occupant shall have an opportunity to respond, to present evidence, and to provide written and oral arguments on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. At the hearing, the Board or committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if the Board or committee so determines, it may impose such fine as it deems appropriate by written notice to the Member or Tenant or other Occupant. The Board or committee shall set any time limitations for all written and oral arguments or presentations by any Persons appearing at the hearing(s). The Board shall not levy a Enforcement Assessment before holding a hearing pursuant to this Section. If the Member or Tenant or other Occupant fails to attend the hearing as set by the Board or committee, the Member or Tenant or other Occupant shall be deemed to have admitted the allegations contained in the notice to the Member or Tenant or other Occupant. Within thirty (30) days following a hearing at which the Board imposes an Enforcement Assessment, the Board shall deliver a written notice of the Enforcement Assessment to the Owner. Any Enforcement Assessment imposed by the Board or committee shall be due and payable within ten (10) days after written notice of the imposition of the Enforcement Assessment, or if a hearing is timely requested, within ten (10) days after written notice of the Board's or committee's decision at the hearing. Any Enforcement Assessment levied against a Member shall be deemed an Assessment and if not paid when due all of the provisions of the Declaration relating to the late payment of Assessments shall be applicable. If any Enforcement Assessment is levied against a Tenant and is not paid within ten (10) days after same is due, the Association shall have the right to evict the Tenant as hereinafter provided. The Association shall have the right to offset the deposit made to

the Association in accordance with the Declaration. Any written notice that this Section requires shall be delivered to the Owner or Occupant of the Dwelling Unit by personal delivery, by certified mail, return receipt requested, or by regular mail. The Association shall have the right to file a Certificate of Lien for in accordance with Article X of the Declaration.

Negligence. A Member shall be liable and may be charged by the Association for the expense of any towing charges, storage charges, maintenance, repair or replacement cost rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance (i.e., such as the insurance deductible) carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Sublot, Dwelling Unit or its appurtenances or of the Common Areas.

Responsibility of Members for Tenants. Each Member shall be responsible for the acts and omissions, whether negligent or willful, of his Tenant, and for all employees, agents and invitees of the Member or any such Tenant, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Member shall be charged for same, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance (i.e., insurance deductibles) carried by the Association. Furthermore, any violation of any of the provisions of the Declaration, this Code, or any Rule, by any Tenant, or any employees, agents or invitees of a Member or any Tenant of a Dwelling Unit, shall also be deemed a violation by the Member, and shall subject the Member to the same liability as if such violation was that of the Member.

Costs and Attorney's Fees. In any legal proceedings commenced by the Association or a committee to enforce the Declaration, this Code and/or the Rules, as said documents may be amended from time to time, the Association or committee shall be entitled to recover the costs of the proceeding and reasonable attorneys' and paralegal fees. Any such costs or attorneys' and paralegals' fees awarded to the Association or committee in connection with any action against any Member shall be charged to the Member.

Declarant Assessments for Legal Expenses. Declarant shall not be required to pay any assessments or monies to finance any claim or litigation against Declarant.

No Waiver of Rights. The failure of the Association or a committee or any Member to enforce any covenant, restriction or any other provision of the Declaration, this Code, or the Rules, as the said documents may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

Appeal. Following a hearing before a committee, the violator shall have the right to appeal the decision to the Board. To perfect this right, a written notice of appeal must be received by the President or Secretary of the Association within thirty (30) days after the date of receipt of the decision of the committee. No later than thirty (30) days after receipt of the notice of appeal, the Board shall review the minutes of the hearing. The affirmative vote of two-thirds (2/3rds) of the Members of the Board shall be required to reverse or modify the decision of the committee.

Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the

Association, acting through the Board, may elect to enforce any provision of the Declaration, this Code, or the Rules and Regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or Occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees incurred by the Association in so acting to enforce such rights.

Article XI

Indemnification

Each member of the Board and each officer of the Association, and each former member of the Board and officer of the Association, shall be indemnified by the Association against the costs and expenses reasonably incurred by him in connection with the defense of any pending, threatened or completed action, suit or proceeding, criminal, civil, administrative, or investigative, to which he is or may be made a party by reason of his being or having been such member of the Board or officer of the Association (whether or not he is a member or officer at the time of incurring such costs and expenses), unless such Board member or officer (or former Board member or officer) failed to act in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal proceeding, he had no reasonable cause to believe his action was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction shall not create, of itself, a presumption that the Person did not act in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, a presumption that the Person had reasonable cause to believe that his conduct was unlawful. The determination of whether the Board member's or officer's conduct failed to qualify for indemnification shall be made either by (1) the opinion of independent counsel selected by the Association, (2) by a majority vote of the disinterested members of the Board of the Association, or (3) a majority vote of the disinterested members of a meeting of the Association at which a quorum of Members are present in Person or by proxy. The phrase "disinterested members" shall mean all members of the Board or of the Association other than (i) any member of the Board or officer of the Association who is a party to or threatened with such action, suit or proceeding; (ii) any corporation or organization of which such member of the Board or officer referred to in (i) above owns of record or beneficially ten percent (10%) or more of any class of voting securities; (iii) any firm of which such member of the Board or officer referred to in (i) above is a partner or member; and (iv) any spouse, child, parent, brother or sister of any such member of the Board or officer referred to in (i) above. The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such member of the Board or officer and shall not be exclusive of other rights to which any member of the Board or officer may be entitled to or granted pursuant to Section 1702.12(E) of the Ohio Revised Code, as a matter of law, or under the Declaration, Articles, this Code, any vote of Association members or any agreement.

THE ASSOCIATION SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE DECLARANT AND ITS PARTNERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS AND DECLARANT'S SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "DECLARANT PARTIES") AND PULTE FROM AND

AGAINST ALL CLAIMS, CAUSES OF ACTION, DAMAGES, COSTS AND EXPENSES, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS, IN CONNECTION WITH ANY THREATENED, INITIATED OR FILED CLAIM, SUIT, ARBITRATION OR OTHER PROCEEDING (INCLUDING THE SETTLEMENT OF ANY CLAIM, SUIT, ARBITRATION OR OTHER PROCEEDING) ASSERTED AGAINST ANY OF THE DECLARANT PARTIES OR PULTE OR TO WHICH ANY OF THEM MAY BECOME A PARTY ARISING OUT OF OR RELATED TO THE MANAGEMENT OR OPERATION OF THE ASSOCIATION, INCLUDING WITHOUT LIMITATION, THE ENFORCEMENT OF THE GOVERNING DOCUMENTS, THE COLLECTION OF ASSESSMENTS, AND THE OPERATION, MAINTENANCE AND REPAIR (OR FAILURE TO OPERATE, MAINTAIN OR REPAIR) THE COMMON AREAS.

Article XII

Amendments to this Code of Regulations

Prior to the sale and conveyance of the first Dwelling Unit, Declarant may unilaterally amend this Code. After such sale and conveyance, the Declarant may unilaterally amend this Code so long as it owns any portion of the Property or adjacent lands for development and so long as the amendment has no material adverse effect upon the rights of any Member. Thereafter and otherwise, this Code may be amended only by the affirmative vote or written consent of Class "A" Members representing a majority of the voting power of the Association, which shall include a majority of votes of Members other than the Declarant or, where the two class voting structure is still in effect, shall include the Class "B" Member and a majority of the voting power of the Class "A" Members. However, the percentage of votes necessary to amend a specific clause or provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment to this Code is effective until filed in the office of the Lake County Recorder.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of an Eligible Mortgage Holder or impair the rights granted to an Eligible Mortgage Holder herein without the prior written consent of such Eligible Mortgage Holder.

Notwithstanding anything to the contrary, for so long as Pulte is a Builder on the Property, the Declaration, Code, or Articles of Incorporation of the Association may not be amended without the written consent of Pulte.

Article XIII

Miscellaneous

Fiscal Year. The initial fiscal year of the Association shall be set by resolution of the Board.

Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Ohio law, the Articles, the Declaration, or this Code.

Conflicts. If there are conflicts or inconsistencies between the mandatory provisions of Ohio law, the Articles, the Declaration, and this Code, the mandatory provisions of Ohio law, the Declaration, the Articles, and this Code (in that order) shall prevail.

Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration and this Code, membership register, books of account, and minutes of meetings of the Members, the Board, and committees shall be made available for inspection and copying by any mortgagee, Member of the Association, or by his duly appointed representative at any reasonable time and for a purpose reasonably related to his interest as a Member at the office of the Association or at such other place within the Property as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (1) notice to be given to the custodian of the records;
- (2) hours and days of the week when such an inspection may be made; and
- (3) payment of the cost of reproducing copies of documents requested.

(c) Limitations on Inspections by Owners. Unless approved by the Board, an Owner may not examine or copy any of the following from books, records, and minutes:

- (1) Information that pertains to personnel matters;
- (2) Communications with legal counsel or attorney work product pertaining to potential, threatened or pending litigation, or related matters;
- (3) Information that pertains to contracts or transactions currently under negotiation, or information that is contained in a contract or other agreement containing confidentiality requirements and that is subject to those requirements;
- (4) Information that relates to the enforcement of the Declaration, the Code, or Rules against other Owners;
- (5) Information, the disclosure of which is prohibited by state or federal law.

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

Notices. Unless otherwise provided in this Code, all notices, demands, bills, statements, or other communications under this Code shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by regular U.S. mail or by certified U.S. mail, return receipt

requested, first class postage prepaid or by Federal Express or another nationally recognized courier that guarantees next day delivery and provides a receipt:

(a) if to a Member, or at the address which the Member has designated in writing and filed with the secretary or, if no such address has been designated, at the address of the Dwelling Unit of such Member; or

(b) if to the Association, the Board, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by the notice in writing to the Owners pursuant to this Section.

Owner Information.

(a) Owner Information. Within thirty (30) days after an Owner obtains an Ownership Interest, the Owner shall provide the following information in writing to the Association through the Board:

(1) The home and business mailing addresses, and home and business telephone numbers of the Owner and all Occupants of the Dwelling Unit; and/or

(2) The name, business address and business telephone number of any Person who manages the Owner's Dwelling Unit as an agent of that Owner.

(b) Change of Information. Within thirty (30) days after a change in any of the information that (a) of this Section requires, an Owner shall notify the Association, through the Board, in writing, of the change. When the Board requests, a Unit Owner shall verify or update the information.

Headings. The heading of each Article and of each Section in this Code is inserted only as a matter of convenience and for reference and in no way defines, limits or describes the scope or intent of this Code or in any way affects this Code.

Conflicts. If there are conflicts or inconsistencies between the mandatory provisions of Ohio law, the Articles, the Declaration, and this Code, the mandatory provisions of Ohio law, the Declaration, the Articles, and the Code (in that order) shall prevail.

Rule Against Perpetuities. If any of the options, privileges, covenants or rights created by this Code shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common-law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Joseph Biden, President of the United States of America, and Kamala Harris, Vice President of the United States of America.

IN TESTIMONY WHEREOF, the undersigned, being the Members of the Board of the Association, has caused this Code to be duly adopted on or as of the _____ day of _____, 2023.

EAGLE MEADOW HOMEOWNERS'
ASSOCIATION, INC., an Ohio not-for-profit
corporation

By: _____
_____, its _____

By: _____
_____, its _____

STATE OF OHIO)
) SS.
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named EAGLE MEADOW HOMEOWNERS' ASSOCIATION, INC., an Ohio not-for-profit corporation, by _____, its _____, and by _____, its _____, who acknowledged that they executed the within instrument, that such execution was their free act and deed both individually and in their capacity as officers of the Association and the free act and deed of the Association.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this _____ day of _____, 2021.

NOTARY PUBLIC
My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:
GREYFOXNORTHBRIDGEVILLE LLC
BOX 1102
CHARDON, OH 44024