

Holly A. Swenk, At-Large/President of Council
Paul Wolanski, At-Large
Cali Zingale, At-Large
Katie Rogerson, Ward 1
Robert Holub, Ward 2
Bruce F. Abens, Ward 3
Clifford Winkel, Ward 4/President Pro-Tem



Kevin Corcoran, Mayor

City Council
CITY HALL COUNCIL CHAMBERS
REGULAR AGENDA OF APRIL 20, 2026
7:00 PM

REVISED

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF MINUTES

1. Regular City Council Meeting Minutes dated April 6, 2026.
(Council action required)
2. Note:
Parks and Recreation Commission Meeting Minutes Dated March 28, 2026.

LOBBY

ADMINISTRATORS' REPORTS

1. Mayor
2. Engineer
3. Director of Finance
4. Other Reports
 - March 2026 Water Distribution and EPA Report
 - March 2026 Building Division Report
 - March 2026 Parks and Recreation Division Report

COUNCIL COMMITTEE REPORTS

CORRESPONDENCE

Request to Table Consideration of PPZ2025-0396 Heron Ridge Subdivison

OLD BUSINESS

NEW BUSINESS

The North Ridgeville Planning Commission took action on the following items at their regular meeting of April 14, 2026:

OLD BUSINESS

1. PPZ2026-0414 Madison Avenue Salon, LLC, 6040 Lear Nagle Road, PPN: 07-00-008-117-082

Applicant: Nicholas R. Dubecky, Integrated Outdoor Living, LLC, 47581 US Highway 20, Oberlin, OH 44074. Proposal consists of construction of a new 6,000 square foot commercial building with associated site improvements for use as a hair salon. Property is zoned B-3 Highway Commercial District.

PC ACTION: Approved by a vote of 5-0 with the following conditions:

1. All parking lot dimension and ADA parking space requirements shall be met.
2. Provide sufficient turnaround areas on the north end of parking lot.
3. Move the first curb cut from the shared driveway west to better align with Walgreen's curb cut.
4. The Planning Commission waives the 10 foot buffer requirement for single family homes along the northern property line.

Note: Masonry veneer is not required on the back of the building.

NEW BUSINESS

2. PPZ2025-0396 Heron Ridge Subdivison, Sugar Ridge Rd, PPN: 07-00-047-000-046

Applicant: Sommers Development Group LLC, PO Box 1102, Chardon, OH 44024. Proposal consists of preliminary plan approval for a residential subdivision developed per Chapter 1282. Property is zoned R-1 Residence District.

PC ACTION: Denied by a vote of 5-0.

3. SPLT-26-0001 R.W. Beckett Corporation, Beckett Pkwy, PPN: 07-00-038-000-334

Applicant: Kenny McCartney, K.E. McCarney & Associates, 52 N. Diamond St, Mansfield, OH 44902. Proposal consists of a minor subdivision. Property is split zoned I-2 Light Industrial and I-3 Heavy Industrial Districts.

PC ACTION: Approved by a vote of 5-0.

(Council approval is required for all plans and recommendations from Planning Commission)

RECESS

FIRST READINGS

- R 2026-51 A Resolution accepting a grant of state funds for an amount of \$490,000.00 and approving the grant agreement with the ohio department of natural resources (odnr) for the parks and recreation improvement fund (7035) grant for the mills creek conservation and flood control project, round 4.
(Introduced by Mayor Corcoran)
- O 2026-52 An Ordinance authorizing participation in the ODOT road salt contracts awarded in 2026.
(Introduced by Mayor Corcoran)

SECOND READINGS

- O 2026-27 An Ordinance amending Chapter 857 of the Codified Ordinances of the City of North Ridgeville, titled *Mobile Food Vendors*, by replacing it in its entirety with a new *Chapter 857 titled Mobile Food Vehicles*.
(Introduced by Mayor Corcoran; First Reading on 05-02-2026; Committee of the Whole Meeting on 06-13-2026)
- O 2026-48 An Ordinance amending Chapters 1010 and 1444 of the North Ridgeville Codified Ordinances concerning engineering and building permits and fees.
(Introduced by Mayor Corcoran; First Reading on 04-06-2026)

THIRD READINGS

- O 2026-47 An Ordinance authorizing the sale or resale of beer at the North Ridgeville Summer Concert Series.
(Introduced by Mayor Corcoran; First Reading on 04-06-2026; Dispense with second reading on 04-06-2026)

MEETING ANNOUNCEMENTS

1. The Finance Committee Meeting will be held on Monday, April 27, 2026, at 6:00 p.m., in Council Chambers.
2. A Regular City Council meeting will be held on Monday, May 4, 2026, at 7:00 p.m., in Council Chambers.

ADJOURNMENT

**NORTH RIDGEVILLE CITY COUNCIL
REGULAR MEETING MINUTES
April 6, 2026**

CALL TO ORDER:

President Swenk called the Council meeting to order on Monday, April 6, 2026, at 7:00 p.m.

INVOCATION:

Led by President Swenk.

PLEDGE OF ALLEGIANCE:

Led by President Swenk.

ROLL CALL:

Present were Council members President Holly A. Swenk, Kathryn Rogerson, Robert Holub, Bruce F. Abens, Clifford Winkel, Paul Wolanski, and Cali Zingale.

Others Present: Mayor Kevin Corcoran, City Engineer Christina Eavenson, City Engineer Christina Eavenso, Law Director Brian Moriarty, Clerk of Council Nicholas Ciofani, and Assistant Clerk of Council Fijabi Gallam.

Finance Director April Wilkerson was excused.

MINUTES - Corrections (if any) and approval:

President Swenk asked if there were any corrections to City Council Public Hearing Meeting Minutes dated March 16, 2026 and Regular City Council Meeting Minutes dated March 16, 2026. No discussion was offered. The meeting minutes stand approved as submitted.

President Swenk noted the following:

Planning Commission Meeting Minutes dated March 10, 2026.

Civil Service Commission Meeting Minutes dated March 23, 2026.

Board of Zoning and Building Appeals Meeting Minutes dated March 26, 2026.

LOBBY:

President Swenk opened the lobby session. She asked that anyone who comes up to speak state their name and address for the record at the podium and have three minutes to discuss any topic of their choice.

There was no lobby session.

ADMINISTRATORS' REPORTS:

1. Mayor:

Mayor Corcoran reported the following:

- Mayor Corcoran requested several pieces of legislation be passed by emergency this evening.
 - Under First Readings:
 - Ordinance 2026-40 – An ordinance to amend the Code of Ordinances to provide amendments to General Offenses North Ridgeville City Code Sections as listed in the ordinance. I would like to move to dispense of the second and third readings and add the emergency clause to update our code and to allow safety services to enforce the code.
 - Ordinance 2026-41 –An ordinance to amend the Code of Ordinances to provide amendments to Traffic North Ridgeville City Code Sections as listed in the ordinance. I would like to move to dispense of the second and third readings and add the emergency clause to update our code and to allow safety services to enforce the code.
 - Ordinances 2026-42, 2026-43 and 2026-44 – ordinances to approve the sale of certain personal property owned by the city. I would like to move to dispense of the second and third readings and add the emergency clause to allow for the sale of items that are no longer of value or in use by the city.
 - Ordinance 2026-46 - An ordinance authorizing the Mayor to enter into a Mutual Aid Agreement with the cities of Avon Lake, Avon, the Eastern Lorain County Emergency Response Team, and the Westshore Enforcement Bureau for the interchange of SWAT services. I would like to move to dispense of the second and third readings and add the emergency clause to allow for the processing of the mutual aid agreement.
 - Ordinance 2026-47 – An ordinance authorizing the sale or resale of beer at the North Ridgeville summer concert series. I would like to move to dispense of the second and third readings and add the emergency clause to apply for proper permitting in a timely fashion.
 - Ordinance 2026-49 – An ordinance authorizing the Mayor to enter into contracts for the purchase of three battery powered patient cots, three Lucas devices and the necessary accessories for the ambulances from the state bid list or to advertise for bids and enter into contracts with outside vendors. I would like to move to dispense of the second and third readings and add the emergency clause in order to replace aging equipment.
 - Ordinance 2026-50 – An ordinance amending Ordinance Number 2025-158, providing appropriations for the period commencing January 1, 2026 and ending December 31, 2026. I would like to move to dispense of the second and third readings and add the emergency clause.

- Under Second Readings:
 - Ordinance 2026-16 - An ordinance authorizing the issuance of a request for concept proposals for the adaptive reuse of Old Town Hall. I would like to move to dispense of the third reading and add the emergency clause to allow us to begin the solicitation process. Any agreement would require council approval in the future.
 - Ordinance 2026-33 - An ordinance authorizing the purchase of a dump truck with plow and salt spreader for Public Works Department through ODOT or to advertise for bids and enter into contract with outside vendor. I would like to move to dispense of the third reading and add the emergency clause to allow for sufficient time to place the order because it could take up to a year to receive the vehicle.
 - Resolution 2026-36 - A resolution to approve, with modification, the application made by Wensink Robert B., et al., trustee, to have certain land owned by them designated as being located within an agricultural district by the Lorain County Auditor. I would like to move to dispense of the third reading.
 - Ordinances 2026-37 and 2026-38 - Ordinances to approve the sale/trade-in of personal property owned by the city. I would like to move to dispense of the third reading and add the emergency clause to allow for these vehicles to be used for trade-in on replacement vehicles.
- Under Third Reading:
 - Ordinance 2026-31 - An ordinance authorizing the Mayor to advertise for bids and enter into a contract for the construction of a salt barn and appurtenances for the Public Works Department. I would like to add the emergency clause in order to move forward with the bid process allowing for the construction prior to the arrival of additional salt.
- Storm Damage Recovery - He took the opportunity to thank our safety forces and Public Works for their hard work and dedication to cleaning up after last week's storms. As clean up continues, Republic Services will be picking up additional bulk trash items tomorrow April 7, 2026 because of storm damage. The normal rules apply for bundling and cutting wood/branches and carpeting into four-foot lengths. For more details, visit the City's website to access the Republic Services Rules & Regulations.
- State of North Ridgeville Address - Invited all to join the Address on April 15, 2026 for an inside look at North Ridgeville's Blueprint. The evening begins with a Community Open House at 5:00 p.m. at the new School Transportation and Maintenance Facility, followed by the State of North Ridgeville Address at 6:30 p.m. at the Academic Center. This event provides an opportunity to hear directly about the progress of your city and your schools and what lies ahead.
- Fraud Awareness Seminar The Senior Center is partnering with the PNC North Ridgeville branch to engage community members through sharing practical information on

protecting themselves from fraud and improving overall financial confidence. This educational seminar encompasses education, support and trusted guidance in an open setting. The event is free and open to the community and will be held on April 16, 2026, at 6:00 p.m. in the Senior Center.

Mayor Corcoran concluded his report.

2. Engineer:

The representative from the Engineering Department provided the following report:

- Reported no major project milestones to announce.
- Echoed and supported the Mayor's remarks. Commended the Public Works Department and Police Department for their excellent work during the recent storm. She noted personal experience being rerouted by Police Department staff and expressed appreciation for their diligence.
- Reminded the public to call 911 if downed power lines are observed. Stated that FirstEnergy advises staying at least 30 feet away from any potentially energized lines.
- Reported that the City Hall weather station recorded approximately 3.2 inches of rain in a 24-hour period, classified as a 10-year storm.
- Acknowledged some drainage and runoff issues but noted they were less severe than in prior years.
- Reported that calls related to the storm were minimal.

City Engineer Eavenson concluded her report.

3. Director of Finance:

There was no report.

President Swenk noted the following:

January 2026 Financial Report
February 2026 Financial Report

4. Other Reports:

President Swenk noted the following:

February 2026 Parks and Recreation Division Report
February 2026 Police Department Report

COUNCIL COMMITTEE REPORT(S):

There were none.

CORRESPONDENCE:

There were none.

OLD BUSINESS:

There were none.

NEW BUSINESS:

There were none.

RECESS:

Moved by Winkel and seconded by Wolanski to dispense with recess.

A voice vote was taken, and the motion carried.

Yes – 7

No – 0

Ordinance and Resolution submittal(s)

FIRST READINGS:

Clerk of Council Nicholas Ciofani:

O 2026-40 An Ordinance to amend the Code of Ordinances, City of North Ridgeville, Ohio to provide amendments to General Offenses North Ridgeville City Code Sections 606.10, 606.12, 624.01, 624.02, 624.02.1, 624.03, 624.04, 624.05, 624.07, 624.08, 624.11, 624.14, 624.15, 630.01, 630.02, 636.17, 636.20, 642.01, 642.28, 666.01, 666.03, 666.21, 698.03, 698.05; to provide for penalties; to provide for codification; to provide for severability; to repeal conflicting ordinances; to provide an effective date; and for other purposes.

(Introduced by Mayor Corcoran)

Moved by Mayor Corcoran and seconded by Winkel to dispense with the second and third readings for 2026-40.

Mayor Corcoran explained that general offenses were governed by the State of Ohio and that the City was working to align its local ordinances with the applicable sections of the Ohio Revised Code. It was noted that the State's statutory changes took effect on January 1, 2026, and that the codification company was preparing Ordinance No. 2026-40 and 2026-41 as the next step in bringing local ordinances into compliance with those changes. This alignment process occurs annually, as the codification company conducts updates once per year to ensure the City's ordinances remain consistent with State law.

A voice vote was taken, and the motion carried.

Yes – 5

No – 2 (Abens and Wolanski)

Moved by Mayor Corcoran and seconded by Winkel to add the emergency clause in order to have the City's local police department enforce the laws of the state of Ohio.

A voice vote was taken on the emergency clause, and the motion was carried.

Yes – 6 No – 1 (Abens)

Moved by Mayor Corcoran and seconded by Winkel to adopt 2026-40 with the emergency clause.

A roll call vote was taken on the adoption, with the emergency, and the motion carried for **Ordinance Number 2026-40.**

Yes – 6 No – 1 (Abens)

Clerk of Council Nicholas Ciofani:

O 2026-41 An Ordinance to amend the Code of Ordinances, City of North Ridgeville, Ohio to provide amendments to Traffic North Ridgeville City Code Sections 402.02, 402.04, 402.04.1, 402.05, 402.10, 402.14, 402.17.2, 402.18, 402.19.2, 402.24, 402.28, 402.30, 402.31, 402.32, 402.35, 402.37, 402.39, 402.44, 402.47, 402.48, 402.49, 402.53, 301.55, 301.56, 301.57, 301.58, 301.59, 301.60, 301.61, 301.62, 301.63, 301.64, 301.65, 301.66, 301.67, 301.68, 301.69, 301.70, 414.02, 414.03, 414.04, 414.09, 414.10, 414.11, 416.01, 416.03, 416.11, 416.12, 432.20.1, 432.30, 432.31, 432.32, 432.33, 432.34, 434.01, 434.03, 434.03.1, 434.07, 434.08, 434.09, 434.99, 436.03, 436.04, 436.07.3, 436.07.5, 438.25, 438.28, 440.11, 442.01, 452.03; to provide for penalties; to provide for codification; to provide for severability; to repeal conflicting ordinances; to provide an effective date; and for other purposes.

(Introduced by Mayor Corcoran)

Moved by Mayor Corcoran and seconded by Rogerson to dispense with the second and third readings for 2026-41.

Mayor Corcoran explained that traffic code sections were governed by the State of Ohio and that the City was working to align its local ordinances with the applicable sections of the Ohio Revised Code. It was noted that the reasons are the same as Ordinance No. 2026-40. This alignment process occurs annually, as the codification company conducts updates once per year to ensure the City's ordinances remain consistent with State law.

A voice vote was taken, and the motion carried.

Yes – 5 No – 2 (Abens and Wolanski)

Moved by Mayor Corcoran and seconded by Rogerson to add the emergency clause in order to have the City's local police department enforce the laws of the state of Ohio.

A voice vote was taken on the emergency clause, and the motion was carried.

Yes – 6 No – 1 (Abens)

Moved by Mayor Corcoran and seconded by Rogerson to adopt 2026-40 with the emergency clause.

A roll call vote was taken on the adoption, with the emergency, and the motion carried for **Ordinance Number 2026-41.**

Yes – 6 No – 1 (Abens)

Clerk of Council Nicholas Ciofani:

O 2026-42 An Ordinance approving the sale of certain personal property owned by the City of North Ridgeville pursuant to O.R.C. Section 721.15(D).
(Introduced by Mayor Corcoran)

Moved by Mayor Corcoran and seconded by Winkel to dispense with the second and third readings for 2026-42.

Mayor Corcoran explained that Ordinances Nos. 42, 43, and 44 involved the sale of City property that was no longer suitable for municipal purposes and stated that, consistent with past practice, selling such property as early as possible helped maximize value for taxpayers. He added that the use of the emergency clause could be appropriate but left the decision to Council for each ordinance.

Councilman Holub asked why the ordinances were reported as requiring three readings.

Mayor Corcoran explained that dispense with the second and third readings would eliminate delaying action could reduce value.

Councilman Wolanski explained that he supported the emergency clause, but he supported allowing at least one reading to provide residents an opportunity to respond, stating that a short delay would not significantly impact depreciation.

Councilman Winkel clarified that discussion is triggered by a motion and second and noted that similar ordinances had historically been passed with an emergency clause as part of an annual process that begins during departmental reviews and financial meetings held in November.

Mayor Corcoran noted that the item would proceed to an auction site, and that GovDeals is the site used for bidding. He agreed with Mr. Winkel and stated they were not certain of the exact duration items were listed.

Councilwoman Rogerson asked whether there was any reason to wait even two weeks to sell the property, given that it was not costing the city anything. She noted the property being sold served no purpose and simply sitting idle.

Councilman Winkel noted that in late November, the Council had discussed disposing of and potentially replacing or purchasing items, and that this was part of the legislative process required to carry out what had been decided in November. He suggested the question was not whether to proceed, but rather that the decision had already been made.

Councilman Wolanski clarified that he was not seeking a practical reason to wait, but rather wanted to give citizens the opportunity to hear about the matter and reach out within two weeks if they had concerns or disagreed with the sale. He noted some confusion regarding the adoption timeline, as it had appeared the item would be adopted after three readings, which he interpreted as meaning the requestor had not seen urgency in the matter. He stated he did not object to passing with an emergency clause and did not want to delay six to eight weeks, but felt two weeks would serve as a courtesy to the public. He acknowledged what Mr. Winkel had said about the appropriation having occurred in November, but noted that giving citizens visibility into what was being done meeting by meeting was simply a courtesy.

Councilwoman Zingale asked what constitutes an emergency, noting the term was used frequently. She acknowledged it was ideal not to continue with multiple readings for matters such as this, but stated that removing readings reduced visibility, and that if everything was treated as an emergency, the designation lost meaning.

Mayor Corcoran responded that the term emergency, as used in legislation, was not a true description of an emergency in the conventional sense. He explained that the emergency clause was typically tied to the health, safety, and welfare of residents, and that in this case, the argument was that the city was seeking to maximize the value returned to residents. He stated the emergency clause was the only mechanism available to shorten the timeline, and while he acknowledged the word did not carry the same meaning most people associated with emergencies — such as the fire or police department responding — in government it was a phrase used to shorten timelines for the benefit of the public. He argued that shortening the timeline would allow the City to obtain more money from the vehicle being sold, and questioned why the City would not seek to maximize that return. He acknowledged Mr. Wolanski's point about public transparency, but noted that the department had determined the vehicle no longer served its purpose, and that a single resident would be unlikely to overturn that decision unless they were, for example, a mechanic who could repair the machine at no cost to the City. He noted the vehicle was believed to be a 2008 truck, making it approximately 24 years old, and stated the City had used it to its maximum capacity.

President Swenk added that the assistant clerk had previously confirmed the state required use of the word emergency.

Councilman Winkle stated he had expressed this view previously: every emergency would constitute an emergency clause, but not every emergency clause necessarily indicated a true emergency. He explained that without an emergency clause, legislation required a second reading, third reading, and four weeks to go into effect after adoption — a total of eight weeks. He suggested thinking of it as an expedition clause, as it was frequently used to expedite matters, particularly financial ones, noting the City could not always wait eight weeks to pay for work already completed. He agreed with President Swenk that the language used did not reflect what most people would consider a true emergency, but stated that was how he understood and applied the term.

Councilman Abens stated that the equipment being sold was in high demand at that time of year, whether the eventual buyer intended to use it for parts or to repair it for their own purposes. He noted that the present moment was the right time to act, as the equipment was popular in the spring leading into construction season, and stated that was his reason for supporting passage that evening with the emergency clause.

Councilman Wolanski given a second opportunity to speak, stated briefly that he was not suggesting the matter be held for eight weeks, but that a two-week wait would be a courtesy to the public. He acknowledged the council operated as a representative government and made decisions on behalf of residents, but questioned the purpose of the public readings if not to provide that opportunity.

A roll call vote was taken, and the motion carried.

Yes – 6 No – 2 (Wolanski, Zingale)

Moved by Wolanski and seconded by Holub to add the emergency clause in order to allow for the sale of items that are no longer of value or in use by the City.

A voice vote was taken on the emergency clause, and the motion was carried.

Yes – 7 No – 0

Moved by Wolanski and seconded by Holub to adopt 2026-42 with the emergency clause.

A roll call vote was taken on the adoption, with the emergency, and the motion carried for **Ordinance Number 2026-42.**

Yes – 7 No – 0

Clerk of Council Nicholas Ciofani:

O 2026-43 An Ordinance approving the sale of certain personal property owned by the City of North Ridgeville pursuant to O.R.C. Section 721.15(D).
(Introduced by Mayor Corcoran)

Moved by Winkel and seconded by Rogerson to dispense with the second and third readings for 2026-43.

Mayor Corcoran clarified, with respect to the prior discussion, that he did not want any confusion regarding the timeline. He noted that the standard legislative process was not an eight-week period but rather a ten-week period. He explained that there were three council meetings with three readings, each approximately two weeks apart, with the possibility of additional time if a break occurred. On top of that, there was a 30-day window following adoption. He stated that from the start, it was a lengthy process, and that a first reading under normal circumstances would begin that timeline.

Councilman Winkle added that, for the same reasons expressed regarding the prior item, he would be proceeding in the same manner on this item. He clarified that when he had referenced eight weeks, he had intended to convey that eight weeks was the fastest the process could occur under normal circumstances.

A voice vote was taken, and the motion carried.

Yes – 5 No – 2 (Wolanski and Zingale)

Moved by Winkel and seconded by Abens to add the emergency clause in order to allow for the sale of items that are no longer of value or in use by the City.

A voice vote was taken on the emergency clause, and the motion was carried.

Yes – 7 No – 0

Moved by Mayor Corcoran and seconded by Abens to adopt 2026-43 with the emergency clause.

A roll call vote was taken on the adoption, with the emergency, and the motion carried for
Ordinance Number 2026-43.

Yes – 7 No – 0

Clerk of Council Nicholas Ciofani:

O 2026-44 An Ordinance approving the sale of certain personal property owned by the City of North Ridgeville pursuant to O.R.C. Section 721.15(D).
(Introduced by Mayor Corcoran)

Moved by Winkel and seconded by Abens to dispense with the second and third readings for 2026-44.

A voice vote was taken, and the motion carried.

Yes – 5 No – 2 (Wolanski and Zingale)

Moved by Winkel and seconded by Abens to add the emergency clause in order to allow for the sale of items that are no longer of value or in use by the City.

A voice vote was taken on the emergency clause, and the motion was carried.

Yes – 7 No – 0

Moved by Mayor Corcoran and seconded by Abens to adopt 2026-44 with the emergency clause.

A roll call vote was taken on the adoption, with the emergency, and the motion carried for **Ordinance Number 2026-44.**

Yes – 7 No – 0

Clerk of Council Nicholas Ciofani:

O 2026-45 An Ordinance amending the Zoning Map of the City of North Ridgeville such that a ± 12.5 acre portion of a parcel owned by the City of North Ridgeville, as more fully described in Exhibit A and depicted in Exhibit B, be rezoned from R-1 Residence District to I-2 Light Industrial District.
(Introduced by Mayor Corcoran)

Ordinance Number 2026-45 was referred to Planning Commission for further discussions and recommendation.

Clerk of Council Nicholas Ciofani:

O 2026-46 An Ordinance authorizing the Mayor of the City of North Ridgeville to enter into a Mutual Aid Agreement with the cities of Avon Lake, Avon, the Eastern Lorain County Emergency Response Team, and the Westshore Enforcement Bureau for the interchange of SWAT services.
(Introduced by Mayor Corcoran)

Moved by Mayor Corcoran and seconded by Holub to dispense with the second and third readings for 2026-46.

Mayor Corcoran explained that mutual aid agreement has never happened before. The City has its own SWAT with Avon, Avon Lake and North Ridgeville. The Westshore Enforcement Bureau, or known as WEB, have theirs. Before either one can enter into the territory of the other, there has to be a mutual aid agreement in place.

A voice vote was taken, and the motion carried.

Yes – 7 No – 0

Moved by Mayor Corcoran and seconded by Holub to add the emergency clause to process this mutual aid agreement to improve the safety of all the residents in this particular area um as quickly as possible.

A voice vote was taken on the emergency clause, and the motion was carried.

Yes – 7 No – 0

Moved by Mayor Corcoran and seconded by Holub to adopt 2026-47 amended with the emergency clause.

A roll call vote was taken on the adoption, with the emergency, and the motion carried for **Ordinance Number 2026-47.**

Yes – 7 No – 0

Clerk of Council Nicholas Ciofani:

O 2026-47 An Ordinance authorizing the sale or resale of beer at the North Ridgeville summer concert series.
(Introduced by Mayor Corcoran)

Moved by Mayor Corcoran and seconded by Zingale to dispense with the second and third reading for 2026-47.

Mayor Corcoran stated that the matter had been discussed at length behind the scenes for some time and that conversations had been held with the City's insurance company. He noted the idea originated with the Parks and Recreation Department, whose thinking was that offering alcohol sales at the summer concert series could increase attendance. He explained there was a significant process to complete with the state to obtain the necessary licenses in time for the concert series, and requested the ordinance be passed with the emergency.

Councilwoman Rogerson stated for the record that she had spoken with several city departments regarding the ordinance. She expressed her belief that residents would be enthusiastic about it and noted she had asked questions regarding the City's liability, which she was informed would be mitigated through insurance and the use of an outside vendor to handle sales. She stated she had satisfied herself that safety and liability considerations were adequately addressed.

Councilman Abens stated that while he was personally an avid beer drinker, he remained concerned about the advisability of selling alcohol at what could be family events. He expressed worry about individuals who might overindulge and questioned how well the situation would be policed. He noted he was not necessarily opposed

but referenced the well-known ten-cent beer night at a Cleveland Indians game as an example of how alcohol at public events could get out of hand. He indicated he wondered whether more time should be taken to consider the matter.

Councilman Winkle stated he was not necessarily opposed either, but that for the same reasons discussed with other ordinances, he would personally prefer the item remain for additional readings so the council could give it further thought, particularly given the differing perspectives already expressed.

Councilman Holub stated he had looked at similar matters professionally, though without success, and noted the proposal gave him something to reference. He offered that in his experience, if someone intended to bring alcohol to a concert, they would do so regardless, and that if the city could generate revenue or direct profits toward donations, that was a positive outcome.

Mayor Corcoran provided additional detail on the proposed structure, explaining that the city would purchase the alcohol, which would be delivered on-site the day of the event so no storage would be required. Volunteers representing organizations such as VFW or Community Care would handle sales. The city would recoup its cost for the alcohol, with remaining proceeds donated to the volunteer groups providing the service that evening. He noted this model was common at other organizations and sporting events. He added that if there was not sufficient appetite to pass it that evening with the emergency clause, he could amend his motion to dispense only with the second reading and allow the item to proceed to a third reading at the next meeting.

Councilwoman Rogerson asked about the deadline and what the timeline looked like.

Mayor Corcoran responded that the timeline was somewhat uncertain, as it was not known how quickly the state would approve the license, which was why the City was seeking as much time as possible.

Councilwoman Zingale expressed concern about the use of volunteers, specifically regarding the certifications required to serve alcohol, noting her background in the service industry. She stated that training would be required before volunteers could perform that role.

Mayor Corcoran confirmed that such training requirements were in place.

Councilman Abens acknowledged the point raised by his colleague regarding people already bringing alcohol to concerts but noted that doing so was currently illegal on City property, and that enforcement remained a concern whether alcohol was legal or not at the events. He reiterated he was not necessarily opposed but had questions, and stated he would appreciate one more reading.

Moved by Mayor Corcoran and seconded by Abens to amend his motion to dispense only with the second reading rather than all readings.

A voice vote was taken, and the motion carried.

Yes – 7 No – 0

Clerk of Council Nicholas Ciofani:

O 2026-48 An Ordinance amending Chapters 1010 and 1444 of the North Ridgeville Codified Ordinances concerning engineering and building permits and fees.
(Introduced by Mayor Corcoran)

Ordinance No. 2026-48 moved to second reading.

Clerk of Council Nicholas Ciofani:

O 2026-49 An Ordinance authorizing the Mayor of the City of North Ridgeville to enter into a contract(s) for the purchase of three (3) battery powered patient cots, three (3) Lucas devices and the necessary accessories for the ambulances from the State Bid List, or to advertise for bids and enter into a contract(s) with outside vendors, according to law and in a manner prescribed by law.
(Introduced by Mayor Corcoran)

Moved by Mayor Corcoran and seconded by Abens to dispense with the second and third readings for 2026-49.

Mayor Corcoran explained that there was discussion about the purchase of these items during appropriations and it was built into the budget for this year. The devices have reached their end of life. The devices are life-saving devices and devices that assist our firefighters in doing their work on a daily basis.

A voice vote was taken, and the motion carried.

Yes – 7 No – 0

Moved by Mayor Corcoran and seconded by Abens to add the emergency to allow the City to purchase the life saving devices as soon as possible.

A voice vote was taken on the emergency clause, and the motion was carried.

Yes – 7 No – 0

Moved by Mayor Corcoran and seconded by Abens to adopt 2026-49 with the emergency clause.

A roll call vote was taken on the adoption, with the emergency, and the motion carried for **Ordinance Number 2026-49.**

Yes – 6 No – 0

Clerk of Council Nicholas Ciofani:

O 2026-50 An Ordinance amending Ordinance Number 2025-158 of the City of North Ridgeville, Ohio, providing appropriations for the period commencing January 1, 2026, and ending December 31, 2026.

Moved by Winkel and seconded by Abens to dispense with the second and third readings for 2026-50.

Councilman Winkel explained that the Administration wished to provide additional background on the substance of the ordinance beyond its formal language. Ordinance 2026-50 contained several pieces. The first piece involved the General Fund. Appropriations were required to fund work at the Senior Center, specifically the removal of concrete flooring in the adjoining garage so that senior programming could be held in that space. The Parks and Recreation Director had advised that while the existing flooring might be suitable for non-seniors, it was not appropriate or safe for senior use. The proposed improvements would allow the space to be used safely and comfortably by senior citizens.

Also within the General Fund was the purchase of gym equipment for City Hall, which involved the City paying for the equipment upfront and receiving reimbursement at a later date. Additionally, appropriations were included for compensatory time payouts for employees who exercised comp-time options under their contracts.

The Special Revenue Funds, these funds included the purchase of a Kobelco SK140 machine, a large piece of equipment used for ditch cleaning, tree removal, and material cutting. Because the equipment was used by multiple departments, its cost was split across multiple funds. The accompanying memorandum from the Director of Finance reflected allocations involving the Street, Water, Sewer, and Storm divisions. The special revenue portion represented the Street Fund's share of the purchase.

The remaining portions of the equipment cost were allocated to the Enterprise Funds, which included Water, Sewer, and Stormwater. In total, the single piece of equipment was funded by one special revenue fund and three enterprise funds, accounting for the multiple references in the ordinance language.

Finally, the Capital Projects Fund portion of the ordinance appropriated funds for the purchase of property that the City had recently decided to acquire.

A voice vote was taken, and the motion carried.

Yes – 7

No – 0

Moved by Winkel and seconded by Abens to add the emergency clause to allow the City to provide the Department of Finance with the necessary resources to meet its obligations and to pay the employees as soon as possible.

A voice vote was taken on the emergency clause, and the motion was carried.

Yes - 7 No - 0

Moved by Winkel and seconded by Abens to adopt 2026-50 with the emergency clause.

A roll call vote was taken on the adoption, with the emergency, and the motion carried for
Ordinance Number 2026-50.

Yes - 7 No - 0

SECOND READINGS:

Clerk of Council Nicholas Ciofani:

O 2026-16 An Ordinance authorizing the issuance of a Request for Concept Proposals for the adaptive reuse of Old Town Hall.
(Introduced by Mayor Corcoran; First Reading on 02-17-2026; Building and Lands Committee on 03-05-2026; Committee Report on 03-16-2026)

Moved by Mayor Corcoran and seconded by Winkel to dispense with the third readings for 2026-16.

A voice vote was taken, and the motion carried.

Yes - 7 No - 0

Moved by Mayor Corcoran and seconded by Winkel to add the emergency to send out the request for proposals for feedback on the reuse of the building and to start utilizing the Old Town Hall.

A voice vote was taken on the emergency clause, and the motion was carried.

Yes - 7 No - 0

Moved by Mayor Corcoran and seconded by Winkel to adopt 2026-16 with the emergency clause.

A roll call vote was taken on the adoption, with the emergency, and the motion carried for
Ordinance Number 2026-16.

Yes - 7 No - 0

Clerk of Council Nicholas Ciofani:

O 2026-33 An Ordinance authorizing the Mayor of the City of North Ridgeville to purchase an International HV507 SFA Tandem axle dump truck with plow and salt spreader for the Public Works Department through the Ohio Department of Administrative Services or the Ohio Department of Transportation Cooperative Purchase Program; or to advertise for bids and enter into contract(s) with outside vendor(s) according to law and in a manner prescribed by law with the lowest and best bidder(s).

(Introduced by Mayor Corcoran; First Reading on 03-16-2026)

Moved by Mayor Corcoran and seconded by Winkel to dispense with the third readings for 2026-33.

A voice vote was taken, and the motion carried.

Yes - 7 No - 0

Moved by Mayor Corcoran and seconded by Holub to add the emergency clause to start the building of the vehicle because it takes a year and receive the vehicle in a timely manner.

A voice vote was taken on the emergency clause, and the motion was carried.

Yes - 7 No - 0

Moved by Mayor Corcoran and seconded by Holub to adopt 2026-33 with the emergency clause.

A roll call vote was taken on the adoption, with the emergency, and the motion carried for **Ordinance Number 2026-33.**

Yes - 7 No - 0

Clerk of Council Nicholas Ciofani:

R 2026-36 A Resolution to approve, with modification, the application made by Wensink Robert B, et al., trustee, to have certain land owned by them designated as being located within an agricultural district by the Office of the Lorain County Auditor. (Introduced by Mayor Corcoran; Public Hearing on 03-16-2026; First Reading on 03-16-2026)

Moved by Mayor Corcoran and seconded by Winkel to dispense with the third readings for 2026-36.

Mayor Corcoran explained that the property owner asked for his property to be put into an agricultural district. The family has been farming it for years and years. This is just part the process. The county is okay with the City passing this and not using the emergency clause and still allowing the process to continue.

A voice vote was taken, and the motion carried.

Yes – 7 No – 0

Moved by Mayor Corcoran and seconded by Winkel to adopt 2026-36.

A roll call vote was taken on the adoption, and the motion carried for **Resolution Number 2026-36**.

Yes – 7 No – 0

Clerk of Council Nicholas Ciofani:

O 2026-37 An Ordinance approving the sale/trade-in of certain personal property owned by the City of North Ridgeville pursuant to O.R.C. Section 721.15(B).
(Introduced by Mayor Corcoran; First Reading on 03-16-2026)

Moved by Mayor Corcoran and seconded by Winkel to dispense with the third readings for 2026-37.

A voice vote was taken, and the motion carried.

Yes – 7 No – 0

Moved by Mayor Corcoran and seconded by Winkel to add the emergency clause to trade in and purchase equipment with the trade-in.

A voice vote was taken on the emergency clause, and the motion was carried.

Yes – 7 No – 0

Moved by Mayor Corcoran and seconded by Winkel to adopt 2026-37 with the emergency clause.

A roll call vote was taken on the adoption, with the emergency, and the motion carried for **Ordinance Number 2026-37**.

Yes – 7 No – 0

Clerk of Council Nicholas Ciofani:

O 2026-38 An Ordinance approving the sale/trade-in of certain personal property owned by the City of North Ridgeville pursuant to O.R.C. Section 721.15(B).
(Introduced by Mayor Corcoran; First Reading on 03-16-2026)

Moved by Mayor Corcoran and seconded by Winkel to dispense with the third readings for 2026-38.

A voice vote was taken, and the motion carried.

Yes – 7

No – 0

Moved by Mayor Corcoran and seconded by Holub to add the emergency clause to trade in and purchase equipment with the trade-in.

A voice vote was taken on the emergency clause, and the motion was carried.

Yes – 7

No – 0

Moved by Mayor Corcoran and seconded by Holub to adopt 2026-38 with the emergency clause.

A roll call vote was taken on the adoption, with the emergency, and the motion carried for **Ordinance Number 2026-38.**

Yes – 7

No – 0

THIRD READINGS:

Clerk of Council Nicholas Ciofani:

O 2026-31 An Ordinance authorizing the Mayor to advertise for bids and enter into a contract according to law and in the manner prescribed by law with the lowest and best bidder for the construction of a salt barn and all appurtenances thereto for the Public Works Department.
(Introduced by Mayor Corcoran; First Reading on 03-02-2026; Second Reading on 03-16-2026)

Moved by Wolanski and seconded by Mayor Corcoran to add the emergency to have the barn finished before the first delivery of the salt.

A voice vote was taken on the emergency clause, and the motion was carried.

Yes – 7

No – 0

Moved by Wolanski and seconded by Rogerson to adopt 2026-31 with the emergency clause.

A roll call vote was taken on the adoption, with the emergency, and the motion carried for **Ordinance Number 2026-31.**

Yes – 7

No – 0

MEETING ANNOUNCEMENTS:

President Swenk noted the following:

1. A Committee of the Whole Meeting will be held on Monday, April 13, 2026, at 7:00 p.m., in Council Chambers, for Bylaws discussions and O 2026-27.

2. A Regular City Council meeting will be held on Monday, April 20, 2026, at 7:00 p.m., in Council Chambers.
3. The Finance Committee Meeting will be held on Monday, April 27, 2026, at 6:00 p.m., in Council Chambers.

ADJOURNMENT:

President Swenk adjourned the meeting at 8:02 p.m.
Approval of minutes on April 20, 2026:

Holly A. Swenk
PRESIDENT OF COUNCIL

Nicholas Ciofani
CLERK OF COUNCIL

DRAFT

Parks & Recreation Commission
MINUTES OF REGULAR MEETING: MARCH 28, 2026



The Parks & Recreation Commission meeting was called to order by Chairwoman Jill Timoteo at 7:30 PM.

ROLL CALL:

Jeff Grigsby, Chairwoman Jill Timoteo, Cali Zingale and Director of Community Services, Tara Peet.

Andy McDowell was excused.

SWEARING IN OF NEW COMMISSION MEMBER:

Margaret Breckner was sworn in by Mayor Kevin Corcoran.

FINALIZATION OF AGENDA:

It was moved by Grigsby and seconded by Zingale to approve the agenda.

4- Yes, 0 - No (Roll call vote)

APPROVAL OF MINUTES:

It was moved by Grigsby and seconded by Zingale to approve the meeting minutes from January 28, 2026.

4-Yes, 0-No (Voice vote)

LOBBY:

None

REPORTS:

COUNCIL LIAISONS REPORT:

Councilwoman Cali Zingale reported that City Council ratified the contract with McKenna to begin the Parks and Recreation Master Planning process. She also noted that Council approved the pedestrian safety legislation and the Lorain Road Bridge. City Council also approved the Shady Drive Park Tower Co. Lease Agreement. She noted that a presentation was given to City Council for the possibility of a new development as well as Old Town Hall.

SCHOOL BOARD LIAISONS REPORT:

Jeff Grigsby reported that this evening was Night of Jazz. He also added the application period for scholarships has been extended. Lastly, Mr. Grigsby stated that the North Ridgeville Early Childhood Learning Community was honored as a Governor's Science of Reading Champion Award School.

FINANCIAL REPORT:

Chairwoman Timoteo noted this report would be given at the next meeting.

DIRECTORS REPORT:

Chairwoman Timoteo noted this report would be given at the next meeting.

RECREATION SERVICES ADMINISTRATOR REPORT:

Chairwoman Timoteo noted this report would be given at the next meeting.

GROUNDS MAINTENANCE REPORT:

Brian Smith stated the department's last few months have been continuous snow removal. Currently, they are working on renovating and cleaning the Shady Drive Maintenance Garage as well as spring cleanup. He noted they continue to clean up downed trees.

OLD BUSINESS:

None.

NEW BUSINESS:

None.

ADJOURNMENT:

The meeting was adjourned at 7:39 p.m.

CITY OF NORTH RIDGEVILLE WATER USE FOR **March-26** **GALLONS**

DATE	R.L.C.W.A. Rt. 10 & 83		R.L.C.W.A. SUGAR RIDGE		RLCWA OTHER	JOINT LINE	ELYRIA WATER PUMP STATION		ELYRIA WATER SUGAR RIDGE		ELYRIA WATER TAYLOR STREET		Pump Station Total	Sugar Ridge Total	Taylor Street TOTAL	
	DAILY READING	DAILY USE	DAILY READING	DAILY USE	DAILY USE INVACARE	DAILY	DAILY READING	DAILY * 7.48	DAILY READING	DAILY * 7.48 USE + 00	DAILY READING	DAILY *7.48 USE + 00				
1					11738		SUN	148852	SUN	675444	SUN	694892	1113412.96	5052321.12	5197792	
2					29024			765934	148852	343190	675444	95761	965640	1113412.96	5052321.12	7222987
3								766307	279004	344093	705364	96749	739024	2086949.92	5276122.72	5527900
4								766566	193732	345036	705364	97461	532576	1449115.36	5276122.72	3983668
5								766566	0	345979	705364	98519	791384	0	5276122.72	5919552
6								766566	0	346822	705364	99319	598400	0	5276122.72	4476032
7							SAT	384472	SAT	705364	SAT	540056	2875850.56	5276122.72	4039619	
8							SUN	384472	SUN	705364	SUN	540056	2875850.56	5276122.72	4039619	
9								768109	385220	349751	705364	101485	540056	2881445.6	5276122.72	4039619
10								768691	435336	350694	705364	102380	669460	3256313.28	5276122.72	5007561
11								769083	293216	351637	705364	102998	462264	2193255.68	5276122.72	3457735
12								769539	341088	352580	705364	103762	571472	2551338.24	5276122.72	4274611
13								770069	396440	353523	705364	104330	424864	2965371.2	5276122.72	3177983
14							SAT	14212	SAT	705364	SAT	539308	106305.76	5276122.72	4034024	
15							SUN	14212	SUN	705364	SUN	539308	106305.76	5276122.72	4034024	
16								770125	13464	356352	705364	106493	539308	100710.72	5276122.72	4034024
17								770543	312664	357295	705364	107027	399432	2338726.72	5276122.72	2987751
18								770805	195976	358238	705364	107626	448052	1465900.48	5276122.72	3351429
19								771153	260304	359181	705364	108219	443564	1947073.92	5276122.72	3317859
20								771516	271524	360124	705364	108833	459272	2030999.52	5276122.72	3435355
21							SAT	281248	SAT	705364	SAT	476476	2103735.04	5276122.72	3564040	
22							SUN	281248	SUN	705364	SUN	476476	2103735.04	5276122.72	3564040	
23								772645	281996	362953	705364	110744	476476	2109330.08	5276122.72	3564040
24								772998	264044	363896	705364	111362	462264	1975049.12	5276122.72	3457735
25								773080	63136	364839	705364	111931	425612	472257.28	5276122.72	3183578
26								773475	295460	365782	705364	112435	376992	2210040.8	5276122.72	2819900
27								774133	492184	366725	705364	112837	300696	3681536.32	5276122.72	2249206
28							SAT	394944	SAT	200464	SAT	317900	2954181.12	1499470.72	2377892	
29							SUN	394196	SUN	200464	SUN	317900	2948586.08	1499470.72	2377892	
30								775715	394196	367529	200464	114112	317900	2948586.08	1499470.72	2377892
31					39657			776358	480964	367798	201212	114894	782	3597610.72	1505065.76	5849.36
TOTAL					17,286	39,657,000		10,822	261,124	26,414	63,734	20,992	506517	1953208	476730	
					558	1,279,258		8,094,856			19,757,672			15,702,016		
TOTAL RLCWA USE:		17,286 GALLONS 0.02%		TOTAL ELYRIA WATER USE:		43,554,544 GALLONS 52.33%		TOTAL JOINT LINE USE		39,657,000 47.65%		TOTAL USE		83,228,830 100.00%		

CITY OF NORTH RIDGEVILLE WATER USE FOR **March-26** **GALLONS**

DATE	R.L.C.W.A. Rt. 10 & 83		R.L.C.W.A. SUGAR RIDGE		RLCWA OTHER	JOINT LINE	ELYRIA WATER PUMP STATION		ELYRIA WATER SUGAR RIDGE		ELYRIA WATER TAYLOR STREET		Pump Station Total	Sugar Ridge Total	Taylor Street TOTAL	
	DAILY READING	DAILY USE	DAILY READING	DAILY USE	DAILY USE INVACARE	DAILY	DAILY READING	DAILY * 7.48	DAILY READING	DAILY * 7.48 USE + 00	DAILY READING	DAILY *7.48 USE + 00				
1					11738		SUN	148852	SUN	675444	SUN	694892	1113412.96	5052321.12	5197792	
2					29024			765934	148852	343190	675444	95761	665640	1113412.96	5052321.12	4978987
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TOTAL					17,286	39,657,000		10,822	261,124	26,414	63,734	20,992	506517	1953208	476730	
					558	1,279,258		8,094,856			19,757,672			15,702,016		
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	March-26		
DAY	PLANT PRODUCTION	FREE	COMBINED
1	2.80	0.83	0.15
2	2.77	0.64	0.26
3	3.00	0.99	0.22
4	2.71	1.06	0.29
5	2.78	1.18	0.23
6	2.59	1.19	0.14
7	2.91	0.52	0.18
8	2.91	0.54	0.14
9	2.91	1.01	0.26
10	3.08	0.59	0.12
11	2.75	1.06	0.25
12	2.90	0.99	0.22
13	2.80	1.27	0.14
14	2.54	0.51	0.17
15	2.54	0.56	0.14
16	2.54	0.89	0.22
17	2.69	0.86	0.15
18	2.62	1.18	0.14
19	2.68	0.72	0.17
20	2.72	1.20	0.26
21	2.75	1.22	0.16
22	2.75	1.11	0.36
23	2.75	0.99	0.22
24	2.73	0.91	0.31
25	2.47	0.76	0.20
26	2.65	0.88	0.20
27	2.77	0.96	0.25
28	2.19	0.50	0.05
29	2.19	0.55	0.13
30	2.19	0.84	0.22
31	2.54	1.10	0.21
TOTAL	83.22	27.61	5.95
HI	3.08	1.27	0.36
LOW	2.19	0.50	0.05
AVG.	2.68	0.89	0.20



Water Plant/Distribution System Monthly Operating Report (MOR)

PWS ID: OH4700803
Facility ID: 4755821
Reporting Lab Cert. #:
Rpt. Month / Year: 3/2026

Version: 2.0.4
Last Updated: December 28, 2015
NOTE: Begin entering data in row 15
* - Indicates Required Field

Date *	Plant Production (MGD)	Fluoride Reporting			Plant Lab Analysis			FL Plant Tap Highest Value:		Iron/Manganese QC Laboratory Check Data						
		Calculated Fluoride Dosage (mg/L)	Raw (mg/L)	Plant Tap (mg/L)	Distribution (mg/L)	pH	Phenol (mg/L)	Alkalinity Total (mg/L)	Stability (mg/L)	Hardness (mg/L)	Phosphorus as Total P (mg/L)	Ortho-phosphate as PO ₄ (mg/L)	Iron (mg/L)	Mn (mg/L)	Iron Date:	Mn Date:
3/1/2026	2.80000															
3/2/2026	2.77000															
3/3/2026	3.00000															
3/4/2026	2.71000															
3/5/2026	2.78000															
3/6/2026	2.59000															
3/7/2026	2.91000															
3/8/2026	2.91000															
3/9/2026	2.91000															
3/10/2026	3.08000															
3/11/2026	2.75000															
3/12/2026	2.90000															
3/13/2026	2.80000															
3/14/2026	2.54000															
3/15/2026	2.54000															
3/16/2026	2.54000															
3/17/2026	2.69000															
3/18/2026	2.62000															
3/19/2026	2.68000															
3/20/2026	2.72000															
3/21/2026	2.75000															
3/22/2026	2.75000															
3/23/2026	2.75000															
3/24/2026	2.73000															
3/25/2026	2.47000															
3/26/2026	2.65000															
3/27/2026	2.77000															
3/28/2026	2.19000															
3/29/2026	2.19000															
3/30/2026	2.19000															
3/31/2026	2.54000															
Min.	2.19000															
Max.	3.08000															
Avg.	2.68452															
Total	83.22000															



Water Plant/Distribution System Monthly Operating Report (MOR)

Date *		Chlorine QOR Data		Distribution										Comments
		Chlorine Residual (Total)	Avg. Value (mg/L)	Chlorite / Chlorine Dioxide (mg/L)		Type		FIRST CUSTOMER (FC)		Residence Time in Distribution				
		No. of RT & RP Samples	Avg. Value (mg/L)	Chlorite	ClO ₂	Route	Flow	-0-hrs	+ 6 hrs	+ 12 hrs	Avg (AT)	Max (AT)		
		31	1.18	Lowest										
Chlorine Dioxide (mg/L)	Chlorite (mg/L)	Exceed	Chlorine Residual (Free) (mg/L)	Chlorine Residual (Combined) (mg/L)	Chlorine Residual (Total) (mg/L)	Chlorine Residual (Free) (mg/L)	Chlorine Residual (Combined) (mg/L)	Chlorine Residual (Total) (mg/L)	Chlorine Residual (Free) (mg/L)	Chlorine Residual (Combined) (mg/L)	Chlorine Residual (Total) (mg/L)	Chlorine Residual (Free) (mg/L)	Chlorine Residual (Combined) (mg/L)	
3/1/2026			0.83	0.15									Brian E. O'Grady,WD2-1018620-02	
3/2/2026			0.64	0.26									02.0700,1300.6,WD2-1018620-02	
3/3/2026			0.99	0.22									02.0700,1300.6,WD2-1018620-02	
3/4/2026			1.06	0.29									02.0700,1300.6,WD2-1018620-02	
3/5/2026			1.18	0.23									02.0700,1300.6,WD2-1018620-02	
3/6/2026			1.19	0.14									02.0700,1300.6,WD2-1018620-02	
3/7/2026			0.52	0.18									Brian E. O'Grady,WD2-1018620-02	
3/8/2026			0.54	0.14									02.0700,1300.6,WD2-1018620-02	
3/9/2026			1.01	0.26									02.0700,1300.6,WD2-1018620-02	
3/10/2026			0.59	0.12									02.0700,1300.6,WD2-1018620-02	
3/11/2026			1.06	0.25									02.0700,1300.6,WD2-1018620-02	
3/12/2026			0.99	0.22									02.0700,1300.6,WD2-1018620-02	
3/13/2026			1.27	0.14									02.0700,1300.6,WD2-1018620-02	
3/14/2026			0.51	0.17									02.0700,1300.6,WD2-1018620-02	
3/15/2026			0.56	0.14									02.0700,1300.6,WD2-1018620-02	
3/16/2026			0.89	0.22									02.0700,1300.6,WD2-1018620-02	
3/17/2026			0.86	0.15									02.0700,1300.6,WD2-1018620-02	
3/18/2026			1.18	0.14									02.0700,1300.6,WD2-1018620-02	
3/19/2026			0.72	0.17									02.0700,1300.6,WD2-1018620-02	
3/20/2026			1.20	0.26									02.0700,1300.6,WD2-1018620-02	
3/21/2026			1.22	0.16									02.0700,1300.6,WD2-1018620-02	
3/22/2026			1.11	0.36									02.0700,1300.6,WD2-1018620-02	
3/23/2026			0.99	0.22									02.0700,1300.6,WD2-1018620-02	
3/24/2026			0.91	0.31									02.0700,1300.6,WD2-1018620-02	
3/25/2026			0.76	0.20									02.0700,1300.6,WD2-1018620-02	
3/26/2026			0.88	0.20									02.0700,1300.6,WD2-1018620-02	
3/27/2026			0.96	0.25									02.0700,1300.6,WD2-1018620-02	
3/28/2026			0.50	0.05									02.0700,1300.6,WD2-1018620-02	
3/29/2026			0.55	0.13									02.0700,1300.6,WD2-1018620-02	
3/30/2026			0.84	0.22									02.0700,1300.6,WD2-1018620-02	
3/31/2026			1.10	0.21									02.0700,1300.6,WD2-1018620-02	
Min.			0.50	0.05										
Max.			1.27	0.36										
Avg.			0.89	0.20										
Total														

Building Division Monthly Report



PERMITS	MARCH			YEAR TO DATE		
	Permits	Est. Cost	Fees	Permits	Est. Cost	Fees
Accessory Structure	5	47,000.00	562.72	9	152,000.00	1,001.06
Accessory Structure - Eng				0	0.00	0.00
Addition	1	40,000.00	479.75	3	4,096,400.00	7,459.37
Addition - Eng				1	0.00	0.00
Air Conditioner	17	126,831.83	1,454.40	40	282,380.19	3,393.60
Alterations	11	906,379.56	7,335.62	19	1,366,117.56	9,788.62
Apron	2	0.00	160.00	2	0.00	160.00
Backflow Preventor	2	0.00	164.80	2	0.00	164.80
Change of Grade				0	0.00	0.00
Commercial Parking Lot				0	0.00	0.00
Com New Construction	1	115,400,000.00	0.00	1	115,400,000.00	0.00
Com New Construction - Eng	1	0.00	0.00	2	0.00	0.00
Culvert Pipe/Ditch Enclosure				0	0.00	0.00
Deck/Porch	5	18,886.00	446.42	11	46,376.00	972.78
Demolition				1	25,000.00	0.00
Drain Tile				1	0.00	80.80
Driveway	3	34,500.00	240.00	6	42,563.00	480.00
Electrical	16	32,511.48	1,212.00	29	71,895.78	2,035.15
Fence	20	160,474.57	1,600.00	29	576,502.01	2,480.00
Fire Alarm				0	0.00	0.00
Fire Suppression/Protection	2	407,307.92	4,801.86	2	407,307.92	4,801.86
Furnace	18	136,103.83	1,535.20	52	363,479.19	4,363.20
General Inspection				0	0.00	0.00
Generator	8	95,465.29	646.40	13	154,373.24	1,050.40
Home Occupation				1	0.00	50.00
Hot Tub				0	0.00	0.00
Lawn Sprinkler	3	21,030.00	242.40	3	21,030.00	242.40
Major Subdivision - Eng				0	0.00	0.00
New Condo (1-3 Units)				0	0.00	0.00
New Condo (1-3 Units) - Eng				0	0.00	0.00
New Dwelling BSH				0	0.00	0.00
New Dwelling BSH - Eng				0	0.00	0.00
Plumbing				0	0.00	0.00
Plumbing - Water Tank	12	30,964.26	969.60	22	64,164.26	1,777.60
Re-Roof/Gutters	25	329,327.20	2,020.00	35	481,779.20	2,828.00
Res New Dwelling	10	4,226,779.00	21,402.10	22	7,826,361.00	46,410.00
Res New Dwelling - Eng	10	0.00	4,325.00	22	0.00	10,125.00
Sanitary Repair/Replacement	3	0.00	240.00	7	0.00	560.00
Sanitary Sewer Tap	9	0.00	33,613.47	23	0.00	93,568.99
Sanitary Sewer Tap - Avon/Sheffield	6	0.00	52,806.86	16	0.00	275,116.36
Sidewalk	1	0.00	80.00	1	0.00	80.00
Siding	7	91,328.24	565.60	10	139,928.24	808.00
Sign - Permanent	2	44,247.00	472.77	6	149,970.48	933.18
Sign - Temporary	1	25.00	25.00	1	25.00	25.00
Solar Panel				1	18,018.00	80.80
Storage Tanks				0	0.00	0.00
Storm Connection				0	0.00	0.00
Storm Repair/Replacement	3	0.00	240.00	4	0.00	320.00
Sump Pump				0	0.00	0.00
Swimming Pool	2	42,970.99	290.00	3	157,970.99	290.00
Tent				0	0.00	0.00
Water Meter	5	4,180.00	400.00	5	4,180.00	400.00
Water Tap	10	0.00	0.00	22	0.00	0.00
Waterline	2	0.00	160.00	3	0.00	240.00
Waterproofing	4	57,100.00	323.20	10	218,386.00	808.00
Windows/Doors	33	526,662.00	2,666.40	75	1,091,403.48	5,980.00
Woodburner Fireplace				0	0.00	0.00

TOTAL	260	122,780,074.17	141,481.57	515	133,157,611.54	478,874.97
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Building Division Monthly Report



ENFORCEMENTS	MARCH	YEAR TO DATE
	Entries	Entries
Advisory		3
Backflow Program	1	12
Compliance with Approved Plan		0
Commercial Basin Inspection		0
Contractor Registration		0
Engineering Complaint	2	3
Home Occupation Permit		0
Mud on Road		0
Property Maintenance	7	14
Property Maintenance Complaint	15	36
Service	1	1
Working without Permit		0
TOTAL	26	69

CONTRACTOR REGISTRATIONS	71	292
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INSPECTIONS	769	1766
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TRUST FUND REVENUE (275):

Month	2024 Fiscal Year	2026 Fiscal Year	Difference + / -	Percentage +/-
January	\$46,202.32	\$52,833.60	(+) \$6,681.28	(+) 14.35%
February	\$45,366.42	\$57,149.74	(+) \$11,783.32	(+) 25.97%
March	\$38,510.32	\$43,760.18	(+) \$5,249.86	(+) 13.63%
Total	\$130,079.06	\$153,743.52	(+) \$23,664.46	(+) 18.19%

Unencumbered balance through March 2026: \$327,555.47

PARK & RECREATION IMPROVEMENT FUND REVENUE (280):

Month	2025 Fiscal Year	2026 Fiscal Year	Difference + / -	Percentage +/-
January	\$2,679.80	\$2,111.29	(-) \$568.51	(-) 21.22%
February	\$1,262.28	\$1,999.71	(+) \$737.43	(+) 51.42%
March	\$2,671.74	\$3,507.55	(+) \$835.81	(+) 31.28%
Total	\$6,613.82	\$7,618.55	(+) 1,004.73	(+) 15.19%

Unencumbered balance through March 2026: \$51,061.48

GENERAL FUND EXPENSES (185):

Month	2025 Fiscal Year	2026 Fiscal Year
January	\$50,073.82	\$61,690.96
February	\$45,307.62	\$36,755.68
March	\$32,002.10	\$47,517.51
Total	\$127,383.54	\$145,964.15

TRUST FUND EXPENSES (275):

Month	2025 Fiscal Year	2026 Fiscal Year
January	\$19,292.95	\$30,244.10
February	\$17,441.40	\$26,302.32
March	\$18,093.41	\$17,570.48
Total	\$54,827.76	\$74,116.90

DIRECTORS REPORT:

Cell Tower-Shady Drive Complex

A new cell tower will be installed at Shady Drive Complex this Fall. A lease agreement is in place for a 75' x 75' area. The City will receive a monthly sum of \$1,500.00 with rent increasing on the anniversary date by 1.5%. We are currently working to make sure the funds go back to the Parks & Recreation Department.

2026 Department Capital Budget:

With the passage of the 2026 fiscal year budget the Parks & Recreation Department is pleased to announce our capital projects and capital equipment purchases for 2026. The field turf project at Shady Drive Complex Multi-Purpose Field and administrative assistant were not approved. We requested funds to renovate the building department for a new Parks & Recreation Department. Cost was \$215,000 for the renovation. Finance committee is requesting new quotes with a parred down remodel for roughly 100,000.00. Thank you to the administration, council, and our finance director for their continued support of the department.

2026 Capital Projects:

Project:	Estimated Cost:	Fund(s):
Crack Seal-Seal Coat SCP Parking Lot	18,000.00	280.385.400210 (P&R Improvement Fund)
Shed & Concrete Pad-Frontier Park	10,300.00	280.385.400210 (P&R Improvement Fund)
New Shingled Roof-Concession Stand Shady Drive Complex	6,720.00	280.385.400210 (P&R Improvement Fund)
Painting Pavilions in South Central Park	25,000.00	280.385.400210 (P&R Improvement Fund)

2026 Equipment:

Project:	Estimated Cost:	Fund(s):
Pre-owned Club Car with Utility Bed	\$4,000.00	275.380.400050 (Equipment Outlay)

RECREATION SERVICES ADMINISTRATOR REPORT:**Program Name:** Summer Adventure Camp – 12 Weeks**Date:** 05/26/2026-08/14/2026**Time:** 7:30 AM-5:30 PM**Enrollment:** 528 (44 Per week, camp is FULL)**Program Description:**

Summer break is just around the corner and you don't have a babysitter. What are you going to do? North Ridgeville Summer Adventure Camp is the perfect place for your child. Camp will provide your child with opportunities to make new friends, play games, make art projects, and enjoy a small snack. Emergency medical forms must be completed and turned in prior. Be sure to pack a non-perishable lunch and drink, bring a bathing suit, towel, sunscreen, and tennis shoes each day!

Program Name: Beginning Art Session I**Date:** 05/02/2026-05/23/2026**Time:** 11:00 AM-NOON**Current Enrollment:** 05**Program Description:**

Kids will begin to develop a love for art! We will start to learn different techniques and explore different mediums. Each week the children will create a unique piece of art, all of which will be displayed during an art show on the last day. Please wear clothes that can get dirty.

Program Name: K-Pop Demon Hunters Pop-Up-Dance Camp**Date:** May 9, 2026**Time:** 3:00-7:00 PM**Current Enrollment:** 14**Program Description:**

Get ready for a high-energy adventure at our one-day K-Pop Demon Hunter Pop-Up Camp created just for little stars ages 3-8! Inspired by the bold music, colorful characters, and exciting dance moves of K-Pop Demon Hunter, this camp brings big imagination to little dancers. Campers will learn fun, age-appropriate K-Pop-style choreography, play movement games, and create their very own "hero" character through crafts and storytelling. Our instructors guide the children through upbeat dance activities that build confidence, coordination, and creativity in a supportive and playful environment. The day is packed with music, teamwork, and lots of smiles – and families are invited to watch a special end-of-day performance where our little hunters take the stage!

Program Name: Three Estate Planning Mistakes

Date: 05/02/2026

Time: 6:30-8:00 PM

Current Enrollment: 02

Program Description:

3 ESTATE PLANNING MISTAKES FAMILIES DISCOVER TOO LATE

Many families assume they have everything “handled.” Sadly, the most common estate planning mistakes aren’t discovered until after someone becomes ill or passes away.

In this session you’ll discover:

- The 3 most common estate planning mistakes;
- How to tell if your current plan has one or more of them;
- The simple steps that can prevent expensive problems later.

You’ll leave knowing whether your family is protected — or exposed.

Program Name: America 250 - Chalk The Walk

Date: 05/22/2026

Time: 11:00 AM-1:00 PM

Program Description:

Join us as our community comes together to color, creativity and patriotic pride to the multipurpose trail! In celebration of America’s 250th birthday, we’re inviting residents of all ages and abilities to help transform the trail into a vibrant outdoor art gallery. Bring your imagination and help us honor 250 years of history, freedom and community spirit with sidewalk chalk masterpieces! Whether you draw patriotic symbols, historical tributes, inspiring messages or simply colorful designs, every piece will help tell the story of America through art.

Program Name: Lorain County Beautiful Day

Date: Saturday, May 16

Time: 9:00 AM-NOON

Location: Various Parks and Public Spaces

Program Description:

A great opportunity to play an active role in improving our community and parks. Residents are encouraged to clean up, fix up, paint & spruce up our community. Interested organizations & individuals should contact Kevin.

Program Name: Fishing Derby Sponsored by: NRPRD & NRPD

Date: Saturday, May 2

Time: 7:30 AM-11:00 AM

Ages: 3-18

Current Enrollment: 51

Program Description:

Can you tell fish stories? Want bragging rights for a year? Then come join us for a fun-filled morning of fishing. Bring your own bait & fishing rod, if you don’t have one we will provide one. For more info please contact Matt Murphy. Event is free. A \$5.00 donation for Aluminum Cans for Burned Children.

Program Name: Deputy Ranger Lacrosse Program

Date: April 11-May 9 (5 weeks)

Time: 11:00 AM - NOON

Ages: K-1st Grade

Enrollment: 08

Program Description:

Get ready for an action-packed spring with the Deputy Ranger 3v3 Instructional Lacrosse Program! This fun and engaging 5-week program is perfect for boys and girls eager to learn the game of lacrosse in a positive and supportive environment.

Participants will build key fundamentals – passing, catching, cradling and shooting-through interactive skill sessions and exciting 3v3 games that emphasize teamwork, sportsmanship and confidence.

Whether your child is brand new to lacrosse or looking to sharpen their skills, the Deputy Ranger Program offers a safe, encouraging, and exciting way to learn the sport, make friends and fall in love with the game!

Program Name: 2026 Youth Baseball – Softball Program

Grades: Pre-K through 12th Grade

Current No. of Teams: 53 (+ 02 teams over 2025)

Program Description:

There are limited openings in all leagues, and our enrollment sits at 589 kids. The draft & equipment pick-up were held on Saturday, April 11 from 9:00 AM-3:00 PM at the Shady Drive Indoor Multi Purpose Facility.

Practices started the week of April 13. Uniform pick-up is Saturday, May 9 from 9:00 AM-1:00 PM. Picture Day is Saturday, May 16. The t-ball & coach pitch programs start the week of May 18 and all remaining baseball/softball programs start on May 26.

League:	2026		
	Participants (max):	Current Enrollment:	Teams:
T-Ball (Coed) Pre-K & K	180	182	18
Boys CP: 1 st & 2 nd Grade	80	80	06
BB Minors: 3 rd & 4 th Grade	64	64	05
BB Majors: 5 th & 6 th Grade	37	37	04
BB Jr. Thurman: 7 th & 8 th Grade	24	18	02
BB Sr. Thurman: 9 th -12 th Grade	24	23	02
Girls CP: 1st & 2nd Grade			
Girls CP: 1st & 2 nd Grade	60	55	05
SB Minors: 3 rd -5 th Grade	72	72	06
SB Majors: 6 th -8 th Grade	48	46	04
SB Senior: 9 th -12 th Grade	12	12	01
TOTAL	601	589	53

City of North Ridgeville Revenue Report

Accounts: 101.150.000000 to 890.800.510601

As Of: 1/1/2026 to 3/31/2026

Account Access Group: N/A

Include Inactive Accounts: No

Account	Description	Budget	MTD Revenue	YTD Revenue	Uncollected	% Collected
270	CEMETERY			Target Percent:		25.00%
DEPT: 000						
270.000.500531	LOT SALES	\$12,000.00	\$2,250.00	\$3,900.00	\$8,100.00	32.50%
270.000.500532	BURIALS	\$12,000.00	\$1,850.00	\$3,475.00	\$8,525.00	28.96%
270.000.500547	CHARGES FOR SERVICES	\$3,500.00	\$275.00	\$1,150.00	\$2,350.00	32.86%
270.000.700110	INTEREST INCOME	\$10,000.00	\$1,343.40	\$2,778.42	\$7,221.58	27.78%
270.000.800300	REIMBURSEMENT STATE BURIAL, INDI	\$3,000.00	\$0.00	\$1,392.00	\$1,608.00	46.40%
270.000.800892	OTHER REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	N/A
	DEPT: 000 Totals:	\$40,500.00	\$5,718.40	\$12,695.42	\$27,804.58	31.35%
270 Total:		\$40,500.00	\$5,718.40	\$12,695.42	\$27,804.58	31.35%
275	PARK & RECREATION TRUST			Target Percent:		25.00%
DEPT: 000						
275.000.000000	PARK & REC TRUST FUND	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.000.400110	GRANT PROCEEDS	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
275.000.500547	CHARGES FOR SERVICES	\$390,000.00	\$41,913.00	\$150,028.50	\$239,971.50	38.47%
275.000.500556	CONCESSION SALES	\$16,000.00	\$0.00	\$0.00	\$16,000.00	0.00%
275.000.700110	INTEREST INCOME	\$13,000.00	\$1,847.18	\$3,715.02	\$9,284.98	28.58%
275.000.800821	MERCHANT CONVENIENCE FEES	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.000.800892	OTHER REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	N/A
	DEPT: 000 Totals:	\$419,500.00	\$43,760.18	\$153,743.52	\$265,756.48	36.65%
275 Total:		\$419,500.00	\$43,760.18	\$153,743.52	\$265,756.48	36.65%
280	PARK & RECREATION IMPROVEMENT			Target Percent:		25.00%
DEPT: 000						
280.000.000000	PARK & REC IMP FUND	\$0.00	\$0.00	\$0.00	\$0.00	N/A
280.000.422130	P & R TRAIL GRANT PROCEEDS	\$0.00	\$0.00	\$0.00	\$0.00	N/A
280.000.620250	BUILDING FEES	\$26,000.00	\$2,500.00	\$5,500.00	\$20,500.00	21.15%
280.000.700110	INTEREST INCOME	\$9,500.00	\$1,007.55	\$2,118.55	\$7,381.45	22.30%
280.000.800892	OTHER REVENUE	\$0.00	\$0.00	\$0.00	\$0.00	N/A
	DEPT: 000 Totals:	\$35,500.00	\$3,507.55	\$7,618.55	\$27,881.45	21.46%
280 Total:		\$35,500.00	\$3,507.55	\$7,618.55	\$27,881.45	21.46%
890	TRUST MISCELLANEOUS			Target Percent:		25.00%
DEPT: 000						
890.000.630601	PR MEMORIAL TREE PROGRAM	\$0.00	\$0.00	\$0.00	\$0.00	N/A
	DEPT: 000 Totals:	\$0.00	\$0.00	\$0.00	\$0.00	N/A

Revenue Report

As Of: 1/1/2026 to 3/31/2026

Account	Description	Budget	MTD Revenue	YTD Revenue	Uncollected	% Collected
890 Total:		\$0.00	\$0.00	\$0.00	\$0.00	N/A
Grand Total:		\$495,500.00	\$52,986.13	\$174,057.49	\$321,442.51	35.13%
					Target Percent:	25.00%

City of North Ridgeville Statement of Cash Position with MTD Totals

From: 1/1/2026 to 3/31/2026

Funds: 275 to 280

Include Inactive Accounts: No

Page Break on Fund: No

Fund	Description	Beginning Balance	Net Revenue MTD	Net Revenue YTD	Net Expenses MTD	Net Expenses YTD	Unexpended Balance	Encumbrance YTD	Ending Balance
275	PARK & RECREATION TRUST	\$365,369.52	\$43,760.18	\$153,743.52	\$17,570.48	\$74,116.90	\$444,996.14	\$117,440.67	\$327,555.47
280	PARK & RECREATION IMPROVEMENT	\$238,601.18	\$3,507.55	\$7,618.55	\$0.00	\$0.00	\$246,219.73	\$195,158.25	\$51,061.48
Grand Total:		<u>\$603,970.70</u>	<u>\$47,267.73</u>	<u>\$161,362.07</u>	<u>\$17,570.48</u>	<u>\$74,116.90</u>	<u>\$691,215.87</u>	<u>\$312,598.92</u>	<u>\$378,616.95</u>

City of North Ridgeville Expense Report

Accounts: 101.185.100101 to 101.185.417024

Account Access Group: N/A

As Of: 1/1/2026 to 3/31/2026

Include Inactive Accounts: No

Include Pre-Encumbrances: No

Account	Description	Budget	MTD Expense	YTD Expense	UnExp. Balance	Encumbrance	Unenc. Balance	% Used
								Target Percent: 25.00%
101	GENERAL							
PARK & RECREATION								
101.185.100101	WAGES-SUPER	\$88,900.00	\$6,388.42	\$22,359.29	\$66,540.71	\$0.00	\$66,540.71	25.15%
101.185.100102	WAGES-STAFF	\$130,100.00	\$9,711.22	\$33,805.59	\$96,294.41	\$0.00	\$96,294.41	25.98%
101.185.100111	INCENTIVE PAY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.100117	RETIREE/SEPARATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.100120	OVERTIME	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00	0.00%
101.185.100127	CT CASH OUT	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	0.00%
101.185.100128	COMP ABSENCES	\$1,000.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	0.00%
101.185.100130	LONGEVITY	\$2,400.00	\$0.00	\$0.00	\$2,400.00	\$0.00	\$2,400.00	0.00%
101.185.100190	OTHER COMP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.120125	EMPLOYEE BENEFITS	\$58,100.00	\$4,391.80	\$13,773.01	\$44,326.99	\$2,658.32	\$41,668.67	28.28%
101.185.120127	EMPLOYER HSA CONTRIBU	\$3,500.00	\$0.00	\$1,250.00	\$2,250.00	\$0.00	\$2,250.00	35.71%
101.185.120155	RETIREMENT	\$35,000.00	\$2,509.46	\$7,487.67	\$27,512.33	\$0.00	\$27,512.33	21.39%
101.185.130100	MEMBERSHIP/EDUCATION	\$2,000.00	\$0.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	0.00%
101.185.130120	TRAVEL/TRANSPORTATION	\$1,808.80	\$0.00	\$444.44	\$1,364.36	\$102.36	\$1,262.00	30.23%
101.185.130130	UNIFORMS	\$400.00	\$0.00	\$0.00	\$400.00	\$0.00	\$400.00	0.00%
101.185.130150	PHYSICAL EXAMS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.210100	OFFICE SUPPLIES	\$1,015.61	\$8.50	\$142.74	\$872.87	\$872.87	\$0.00	100.00%
101.185.215100	OPERATING SUPPLIES	\$5,157.96	\$89.35	\$125.73	\$5,032.23	\$3,932.23	\$1,100.00	78.67%
101.185.215115	JANITORIAL SUPPLIES	\$3,826.36	\$0.00	\$127.80	\$3,698.56	\$3,698.56	\$0.00	100.00%
101.185.215240	FUEL	\$600.00	\$0.00	\$77.73	\$522.27	\$0.00	\$522.27	12.96%
101.185.215270	SMALL TOOLS / EQUIPMEN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.310110	ELECTRIC	\$54,664.62	\$5,882.73	\$18,582.88	\$36,081.74	\$26,975.04	\$9,106.70	83.34%
101.185.310120	WATER / SEWER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.310130	NATURAL GAS / OIL	\$2,251.19	\$58.08	\$729.78	\$1,521.41	\$676.19	\$845.22	62.45%
101.185.315110	PHONE	\$850.00	\$52.80	\$158.40	\$691.60	\$475.20	\$216.40	74.54%
101.185.315120	CELLULAR PHONE / DATA	\$2,123.48	\$123.48	\$370.44	\$1,753.04	\$1,229.04	\$524.00	75.32%
101.185.315130	NETWORK / INTERNET / CA	\$950.00	\$153.22	\$229.83	\$720.17	\$612.88	\$107.29	88.71%
101.185.315140	ELECT. MEDIA/SUBSCRIPTI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.315190	OTHER COMMUNICATIONS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.315200	ADVERTISING	\$500.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00	0.00%
101.185.320110	M&R EQUIP CITY GARAGE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.320120	M&R EQUIPMENT - EXTERN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.320130	EQUIPMENT SRV PLANS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.320210	M&R VEHICLES-CITY GARA	\$2,000.00	\$0.00	\$465.28	\$1,534.72	\$0.00	\$1,534.72	23.26%
101.185.320420	M&R BUILDINGS	\$3,346.16	\$0.00	\$0.00	\$3,346.16	\$3,346.16	\$0.00	100.00%

Expense Report
As Of: 1/1/2026 to 3/31/2026

Account	Description	Budget	MTD Expense	YTD Expense	UnExp. Balance	Encumbrance	Unenc. Balance	% Used
101.185.320500	M&R LANDS & GROUNDS	\$73,169.32	\$0.00	\$4,263.35	\$68,905.97	\$38,673.17	\$30,232.80	58.68%
101.185.325100	EQUIPMENT RENTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.330100	PROFESSIONAL SERVICE	\$77,000.00	\$1,079.76	\$20,446.10	\$56,553.90	\$7,588.30	\$48,965.60	36.41%
101.185.340100	INSURANCE	\$9,550.00	\$0.00	\$0.00	\$9,550.00	\$0.00	\$9,550.00	0.00%
101.185.350455	CUSTODIAL	\$47,148.76	\$7,224.94	\$9,808.88	\$37,339.88	\$24,257.02	\$13,082.86	72.25%
101.185.350800	IT LICENSES & SUPPORT	\$2,818.00	\$0.00	\$841.80	\$1,976.20	\$1,810.96	\$165.24	94.14%
101.185.360320	VEHICLE LEASE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.400030	EQUIPMENT LEASING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.400031	MAINT/SVC AGREEMENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
101.185.400033	COPIERS/PRINTERS	\$4,782.82	\$0.00	\$629.66	\$4,153.16	\$3,347.00	\$806.16	83.14%
101.185.400050	EQUIPMENT OUTLAY	\$37,315.18	\$9,843.75	\$9,843.75	\$27,471.43	\$27,249.68	\$221.75	99.41%
101.185.417024	VICTORY PARK PAVING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
PARK & RECREATION Totals:		\$653,778.26	\$47,517.51	\$145,964.15	\$507,814.11	\$147,504.98	\$360,309.13	44.89%
101 Total:		\$653,778.26	\$47,517.51	\$145,964.15	\$507,814.11	\$147,504.98	\$360,309.13	44.89%
Grand Total:		\$653,778.26	\$47,517.51	\$145,964.15	\$507,814.11	\$147,504.98	\$360,309.13	44.89%

Target Percent: 25.00%

City of North Ridgeville Expense Report

Accounts: 275.380.100102 to 275.380.510050

Account Access Group: N/A

As Of: 1/1/2026 to 3/31/2026

Include Inactive Accounts: No
Include Pre-Encumbrances: No

Account	Description	Budget	MTD Expense	YTD Expense	UnExp. Balance	Encumbrance	Unenc. Balance	% Used
Target Percent: 25.00%								
275	PARK & RECREATION TRUST							
275.380.100102	WAGES-COMM EDUCATE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.380.100103	WAGES-SCP	\$76,200.00	\$679.77	\$4,541.22	\$71,658.78	\$0.00	\$71,658.78	5.96%
275.380.120125	EMPLOYEE BENEFITS	\$2,700.00	\$9.86	\$233.42	\$2,466.58	\$922.40	\$1,544.18	42.81%
275.380.120155	RETIREMENT	\$10,700.00	\$235.68	\$671.89	\$10,028.11	\$0.00	\$10,028.11	6.28%
275.380.210100	OFFICE SUPPLIES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.380.215100	OPERATING SUPPLIES	\$31,900.00	\$0.00	\$0.00	\$31,900.00	\$0.00	\$31,900.00	0.00%
275.380.215201	BB-SUPP/EXP	\$28,500.00	\$0.00	\$0.00	\$28,500.00	\$7,800.00	\$20,700.00	27.37%
275.380.215204	COM ED-SUPP/EXP	\$20,080.17	\$451.10	\$881.28	\$19,198.89	\$4,578.89	\$14,620.00	27.19%
275.380.215208	SPECIAL EVENTS	\$69,021.62	\$0.00	\$555.16	\$68,466.46	\$14,361.46	\$54,105.00	21.61%
275.380.215212	SPORTS-SUPP/EXP	\$93,714.57	\$8,614.40	\$18,536.24	\$75,178.33	\$31,262.28	\$43,916.05	53.14%
275.380.215216	CLINICS-SUPP/EXP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.380.215219	CONCESSIONS-SUPP/EXP	\$12,955.54	\$0.00	\$194.00	\$12,761.54	\$10,455.54	\$2,306.00	82.20%
275.380.215270	SMALL TOOLS / EQUIPMENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.380.315110	PHONE	\$400.00	\$0.00	\$0.00	\$400.00	\$400.00	\$0.00	100.00%
275.380.315120	CELLULAR PHONE / DATA	\$1,477.72	\$102.72	\$308.16	\$1,169.56	\$1,054.56	\$115.00	92.22%
275.380.315130	NETWORK / INTERNET / CA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.380.315140	ELECT. MEDIA/SUBSCRIPTI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.380.315190	OTHER COMMUNICATIONS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.380.315300	POSTAGE	\$500.00	\$0.00	\$50.00	\$450.00	\$50.00	\$400.00	20.00%
275.380.315403	BROCHURES ETC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.380.325200	FACILITY RENTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.380.330100	PROFESSIONAL SERVICES	\$13,922.62	\$3,728.00	\$6,531.23	\$7,391.39	\$7,169.39	\$222.00	98.41%
275.380.350112	MERCHANT SERVICE FEES	\$600.00	\$75.00	\$175.00	\$425.00	\$0.00	\$425.00	29.17%
275.380.350113	CONVENIENCE FEES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.380.350201	BB-CONTRACT SVC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.380.350204	COM ED-CONTRACT SVCS	\$48,470.65	\$3,673.95	\$10,709.30	\$37,761.35	\$7,761.35	\$30,000.00	38.11%
275.380.350212	SPORTS-CONTRACT SVCS	\$59,000.00	\$0.00	\$14,250.00	\$44,750.00	\$2,450.00	\$42,300.00	28.31%
275.380.350216	CLINICS-CONTRACT SVCS	\$11,689.80	\$0.00	\$0.00	\$11,689.80	\$11,689.80	\$0.00	100.00%
275.380.350219	CONCESSIONS-CONTRACT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.380.350800	IT LICENSES & SUPPORT	\$4,095.00	\$0.00	\$0.00	\$4,095.00	\$4,095.00	\$0.00	100.00%
275.380.350807	OTHER - SFTWR EXP	\$3,125.00	\$0.00	\$480.00	\$2,645.00	\$2,640.00	\$5.00	99.84%
275.380.400030	EQUIPMENT LEASING	\$10,750.00	\$0.00	\$0.00	\$10,750.00	\$10,750.00	\$0.00	100.00%
275.380.400031	MAINT/SVC AGREEMENTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
275.380.400050	EQUIPMENT OUTLAY	\$20,000.00	\$0.00	\$16,000.00	\$4,000.00	\$0.00	\$4,000.00	80.00%
275.380.415304	SD ACCESSIBLE WALKWAY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A

Expense Report
As Of: 1/1/2026 to 3/31/2026

Account	Description	Budget	MTD Expense	YTD Expense	UnExp. Balance	Encumbrance	Unenc. Balance	% Used
275.380.510050	REFUNDS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	N/A
	PARK & RECREATION TRUST Totals:	\$519,802.69	\$17,570.48	\$74,116.90	\$445,685.79	\$117,440.67	\$328,245.12	36.85%
275 Total:		\$519,802.69	\$17,570.48	\$74,116.90	\$445,685.79	\$117,440.67	\$328,245.12	36.85%
Grand Total:		\$519,802.69	\$17,570.48	\$74,116.90	\$445,685.79	\$117,440.67	\$328,245.12	36.85%

Target Percent: 25.00%

Planning Commission Report
MEETING OF APRIL 14, 2026

The North Ridgeville Planning Commission took action on the following items at their regular meeting of April 14, 2026:

NEW BUSINESS

PPZ2026-0414 Madison Avenue Salon, LLC, 6040 Lear Nagle Road, PPN: 07-00-008-117-082

Applicant: Nicholas R. Dubecky, Integrated Outdoor Living, LLC, 47581 US Highway 20, Oberlin, OH 44074. Proposal consists of construction of a new 6,000 square foot commercial building with associated site improvements for use as a hair salon. Property is zoned B-3 Highway Commercial District.

PC ACTION: Approved by a vote of 5-0 with the following conditions:

1. All parking lot dimension and ADA parking space requirements shall be met.
2. Provide sufficient turnaround areas on the north end of parking lot.
3. Move the first curb cut from the shared driveway west to better align with Walgreen's curb cut.
4. The Planning Commission waives the 10 foot buffer requirement for single family homes along the northern property line.

Note: Masonry veneer is not required on the back of the building.

PPZ2025-0396 Heron Ridge Subdivison, Sugar Ridge Rd, PPN: 07-00-047-000-046

Applicant: Sommers Development Group LLC, PO Box 1102, Chardon, OH 44024. Proposal consists of preliminary plan approval for a residential subdivision developed per Chapter 1282. Property is zoned R-1 Residence District.

PC ACTION: Denied by a vote of 5-0.

SPLT-26-0001 R.W. Beckett Corporation, Beckett Pkwy, PPN: 07-00-038-000-334

Applicant: Kenny McCartney, K.E. McCarney & Associates, 52 N. Diamond St, Mansfield, OH 44902. Proposal consists of a minor subdivision. Property is split zoned I-2 Light Industrial and I-3 Heavy Industrial Districts.

PC ACTION: Approved by a vote of 5-0.

cc: Mayor Corcoran
Law Director Moriarty
Assistant Law Director Morgan
City Engineer Eavenson
Chief Building Official Fursdon
Planning & Development Director Lieber

Planning Commission Application



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 Division. 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.
 - **Variations.** Where zoning variations 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

Location address: 6040 Lear Nagle Road Parcel number(s): 0760008117082

Project type: Commercial/Industrial/Multi-Fam Prelim Major Subdivision Final Major Subdivision Lot Split

Project elements: New Construction Building Addition/Alteration Site Improvements Plat

Project description: construction of new commercial building and parking lot (hair salon)

APPLICANT/AGENT INFORMATION

Name/Company: Nicholas R. Dubecky / Integrated Outdoor Living LLC

Applicant address: 47581 US Highway 20, Oberlin OH 44074

Applicant phone: 440-876-3450 Applicant email: nick@integratedoutdoorliving.com

PROPERTY OWNER INFORMATION

Name/Company: Madison Avenue Salon LLC

Property owner address: 33484 Center Ridge Road, N. Ridgeville OH 44039

Property owner phone: 440-476-9466 Property owner email: madison.karnow2014@gmail.com

AUTHORIZATION AND ACKNOWLEDGEMENT

Applicant signature: [Signature] Property owner signature: [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.	Planning Fee Paid	ACTION
	<u>PPZ2025-0414</u>	<u>FEB 13 2026</u>	

APPROVED
APR 14 2026



Planning Review

March 1, 2026
April 7, 2026 *revised*

Project: Madison Avenue Salon
Location: 6040 Lear Nagle Road
PPNs: 07-00-008-117-082
District: B-3 Highway Commercial District

Project Summary:

The applicant proposes construction of a new 6,000 square foot commercial building with associated site improvements for use as a hair salon.

The subject property is located on the west side of Lear Nagle Road, north of Walgreens and just off Center Ridge Road. The parcel is zoned B-3 Highway Commercial District. Properties to the west, south and east are also zoned B-3. The abutting property to the north is zoned R-1 Residence District; however, it is owned by CEI and contains electric utility infrastructure. Property beyond the utility corridor to the north is a church.

The 1.45-acre lot is currently vacant; however, it contains stormwater management facilities serving the Walgreens property as well as half of the Walgreens Lear Nagle driveway. Plans indicate a 15-foot access easement along both sides of the shared property line. The applicant proposes utilizing this shared drive for access to the salon. This will remain the only curb cut onto Lear Nagle Road. A sidewalk exists along the full frontage of the lot. The applicant has provided for a pedestrian connection between the sidewalk and the building entrance.

The proposed building meets required building setbacks and height limits. While the building is steel construction, the elevations show significant window area and architectural detailing on the most visible sides. Elevations and color renderings were provided. Plans have been updated to identify proposed exterior materials and finishes.

Parking meets the required front yard setback. Twenty-four parking spaces are provided, meeting the zoning requirement for 2 spaces per chair. A dumpster enclosure is provided in the northwest corner of the site. Notes indicate it is 6 feet high white vinyl; however, detail of the enclosure and gates will be required prior to permit issuance.

A landscape plan was submitted showing foundation plantings around the building perimeter and several additional trees throughout the site. Because this B-3 property abuts a residential district, a 10-foot buffer strip is required along the north property line. Given the adjacent utility use and the church beyond, the Planning Commission may determine the need for and sufficiency of landscape buffering.

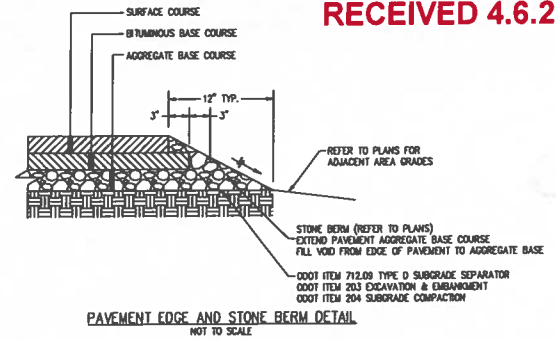
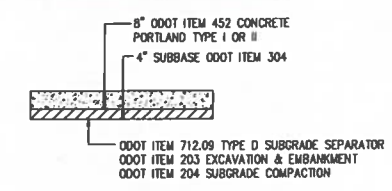
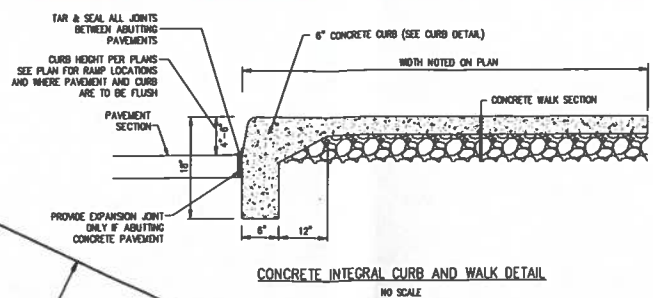
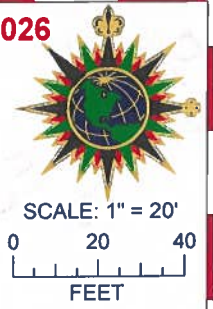
A lighting plan was provided. Parking lot fixtures are full cut-off. Some building-mounted lighting is not full cut-off; however, the Planning Commission is able to approve non full cut-off fixtures if deemed decorative in nature. There is no light trespass onto residential property. The applicant has reworked the lighting plan, substituting single headed fixtures for the original double headed fixtures, and the lighting plan is now zoning compliant.

Signage is not included in this application and will require separate review and approval.

Comments/Recommendations:

- Will there be any ground mounted equipment? If so, provide screening.
- Provide parking space and drive aisle dimensions. *Dimensions provided. Minimum parking space size is 9 x 18. Several ADA spaces shown 8'. Number of ADA spaces exceeds that which would be required (1 van accessible, 4 shown, 2 of which are van accessible). Possibly one of the two accessible hatched areas could be removed. Confirm all spaces will meet minimum dimensions.*
- Clarify the extent and location of parking lot curbing. *Curbing shown around entire parking lot except for north edge to allow stormwater flow toward the basin.*
- Provide minimum planting sizes on the landscape plan. *Planting sizes and planting specs provided.*
- Provide access easement information for review.

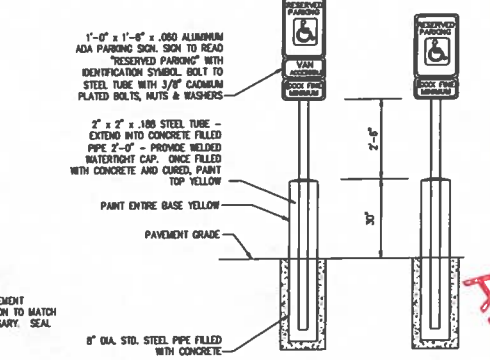
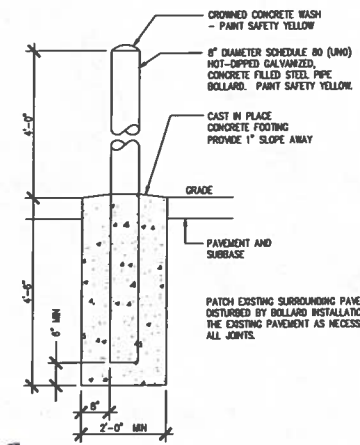
RECEIVED 4.6.2026



CONCRETE PAVEMENT DETAIL (HEAVY DUTY) NTS

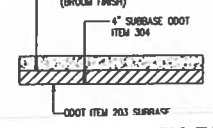
- CONCRETE PAVING NOTES
1. PROVIDE EXPANSION JOINTS AT 50' MAX SPACING
 2. PROVIDE CONTRACTION JOINTS TO A DEPTH $\frac{1}{2}$ THICKNESS AT 12' MAX SPACING
 3. CONTRACTION JOINTS AT LIMITS OF CONCRETE SHALL BE PERPENDICULAR TO THE EDGES OF THE CONCRETE SURFACES
 4. SUBMIT JOINT SPACING PLAN TO ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.

- NOTES:
- DIMENSIONS SHOWN IN NON-CURBED PAVEMENT AREAS ARE REFERENCED TO THE LIMIT OF THE SURFACE COURSE
 - STONE BERM TO BE SLOPED AWAY FROM ASPHALT PAVEMENT TO MAINTAIN POSITIVE DRAINAGE
 - REFER TO PLANS & PAVEMENT SECTION DETAILS FOR COURSE THICKNESS



SITE BOLLARD DETAIL NTS

- NOTES:
1. ADA PARKING SIGNAGE SHALL CONFORM WITH CURRENT STATE AND LOCAL CODES AND REGULATIONS.
 2. PER ADA STANDARDS, THE MINIMUM HEIGHT FROM GRADE TO THE BOTTOM OF THE SIGN IS 5 FEET.
 3. SIGN POSTS IN LANDSCAPING AREAS ARE NOT REQUIRED TO HAVE A CONCRETE BASE OR CONCRETE FOOTING UNLESS OTHERWISE SPECIFIED. SIGN POSTS IN LANDSCAPING AREAS ARE TO BE DRIVEN 36 INCHES INTO THE GROUND.
 4. SIGN FOOTINGS ARE TO BE SUBMITTED AS SHOP DRAWINGS, THE ABOVE IS FOR REFERENCE ONLY.
 5. DETERMINE MINIMUM FINE PER LOCAL CODES.



ADA PARKING SIGN (IN PAVEMENT)

ADA SIGNAGE IS CENTERED WITHIN THE SPACE AND PLACED 1' BEYOND THE SPACE

CITY OF NORTH RIDGEVILLE PLANNING COMMISSION

<input checked="" type="checkbox"/>	Approval Granted	<input type="checkbox"/>	Request Rejected
Refer For Council Approval:			
BZBA Approval Required:			
Other Conditions: <i>*Waive the 10 FT buffer requirement for the ADA issue, the alignment with the opposing drive and the dead end along the drive</i>			
DATE: 4.14.25	BY: <i>[Signature]</i>		

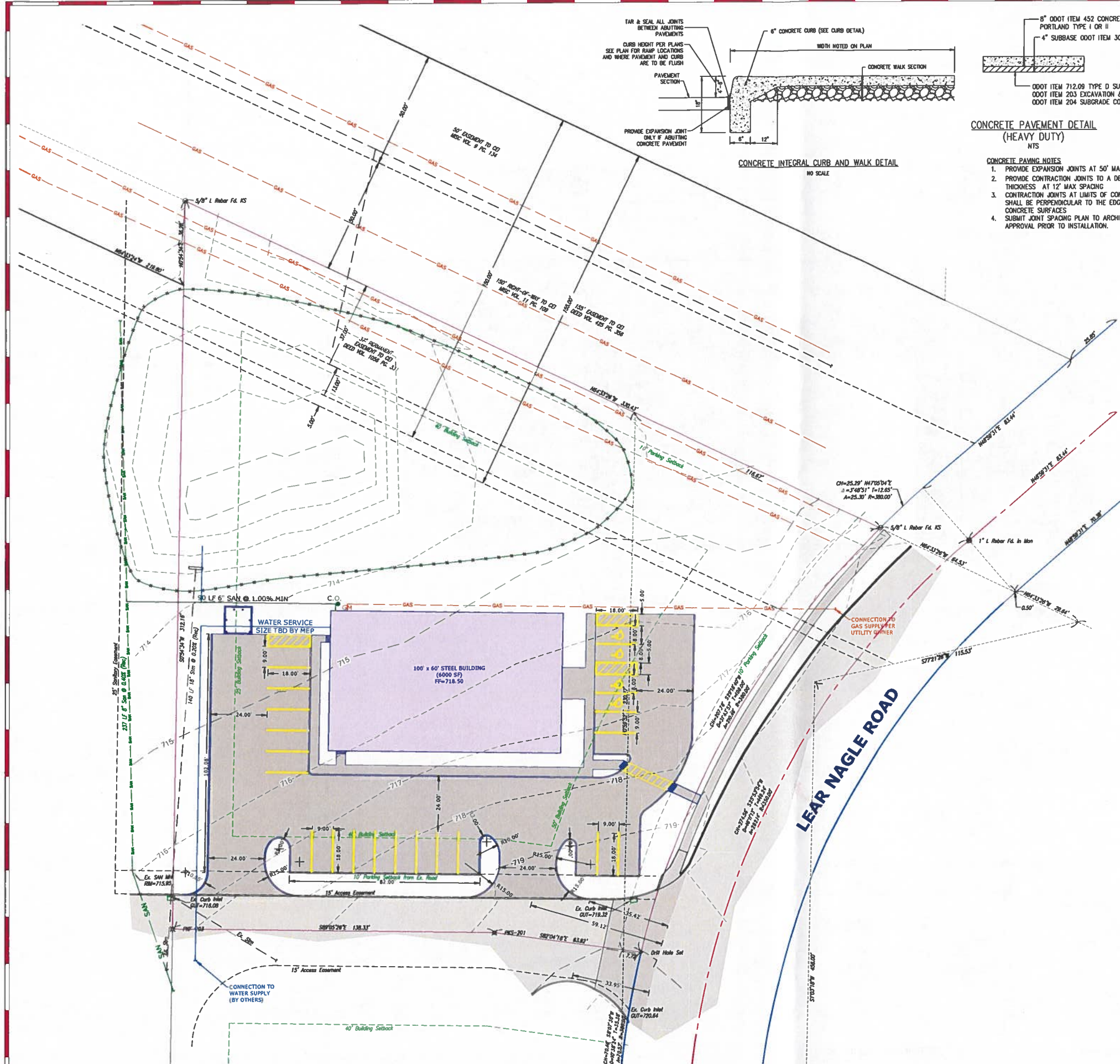
Note:

PREPARED BY:
D.L. ENGINEERING, LLC dba
D.L. ENGINEERING & SURVEYING
DINO LUSTRI, P.E., P.S.
(216) 387-3781
dino@dles.co

THESE PLANS ARE NOT CONSTRUCTION UNTIL THEY CONTAIN THE CITY APPROVAL STAMP AND THE SEAL AND SIGNATURE OF THE DESIGNING ENGINEER.

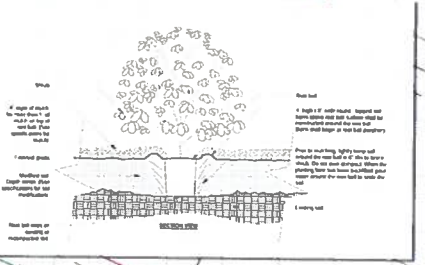
SITE C-3

APPROVED
APR 14 2026

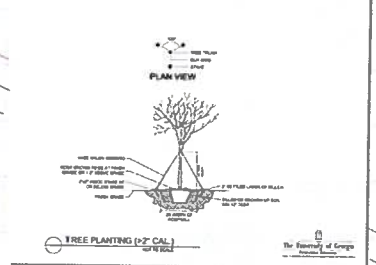




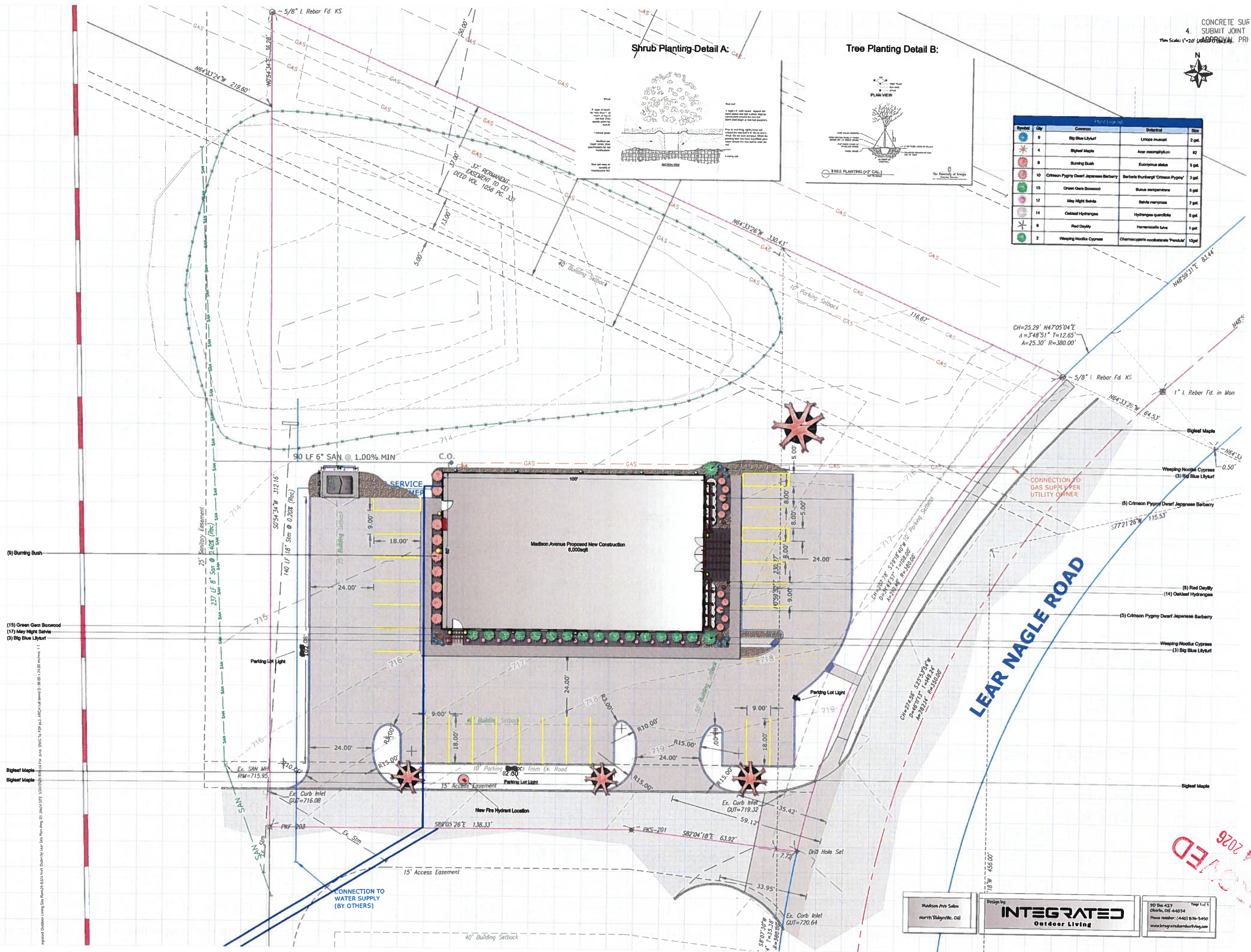
Shrub Planting Detail A:



Tree Planting Detail B:



Symbol	Qty	Common	Botanical	Size
	8	Big Blue Lilyurf	Liriodendron tulipifera	2 gal.
	4	Signal Maple	Acer macrophyllum	#2
	8	Burning Bush	Euonymus alatus	5 gal.
	10	Crimson Pygmy Dwarf Japanese Barberry	Barbora thunbergii 'Crimson Pygmy'	3 gal.
	15	Green Gem Boxwood	Buxus sempervirens	5 gal.
	17	May Night Salvia	Salvia nemorosa	2 gal.
	14	Oakleaf Hydrangea	Hydrangea quercifolia	5 gal.
	6	Red Daylily	Hemerocallis line	1 gal.
	2	Weeping Noctua Cypress	Chamaecyparis occidentalis 'Pendula'	10 gal.



(15) Green Gem Boxwood
(17) May Night Salvia
(3) Big Blue Lilyurf

Signal Maple
Signal Maple

CONNECTION TO
GAS SUPPLIER
UTILITY OWNER

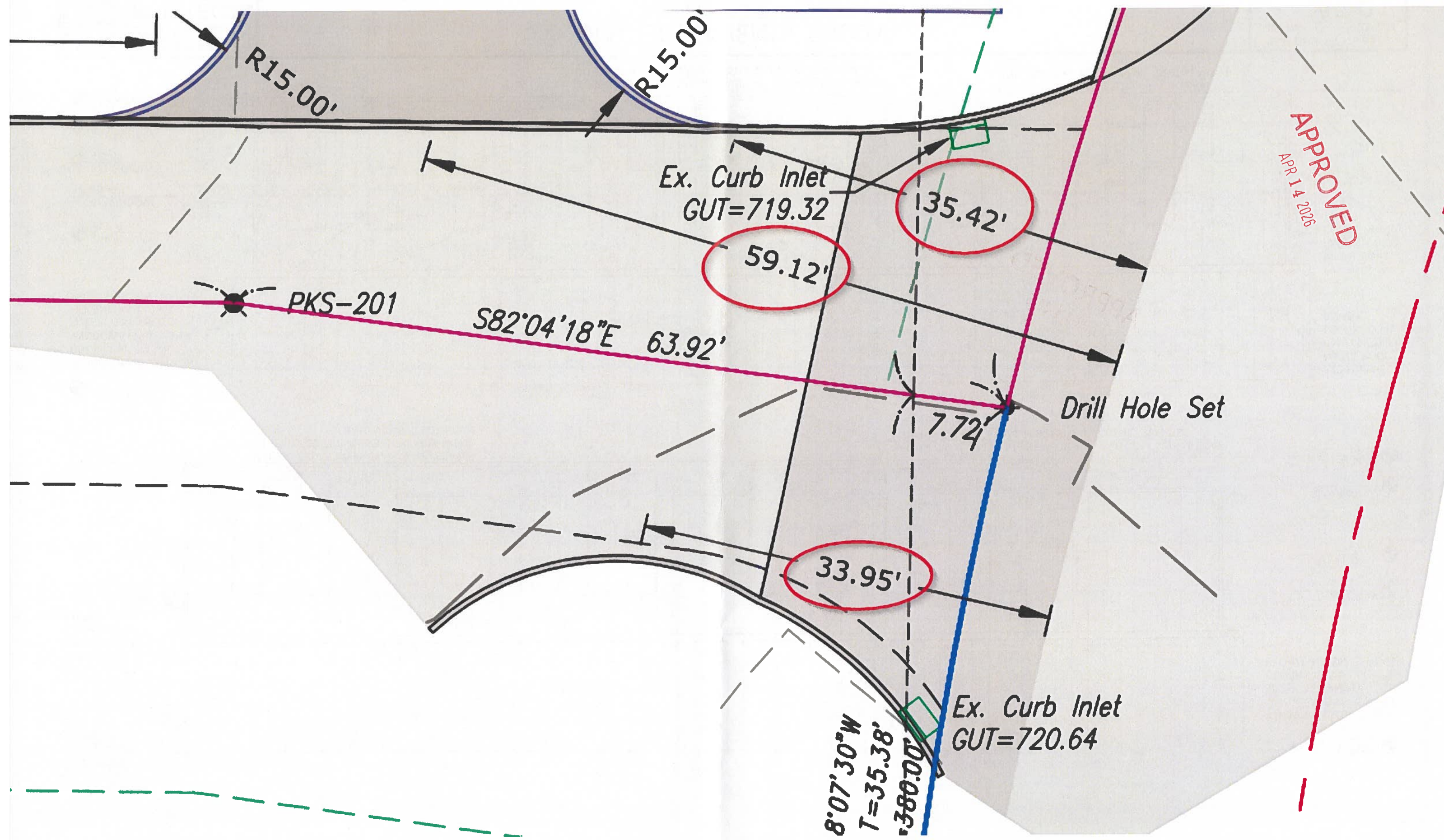
LEAS NAGLE ROAD

APPROVED
APR 14 2026

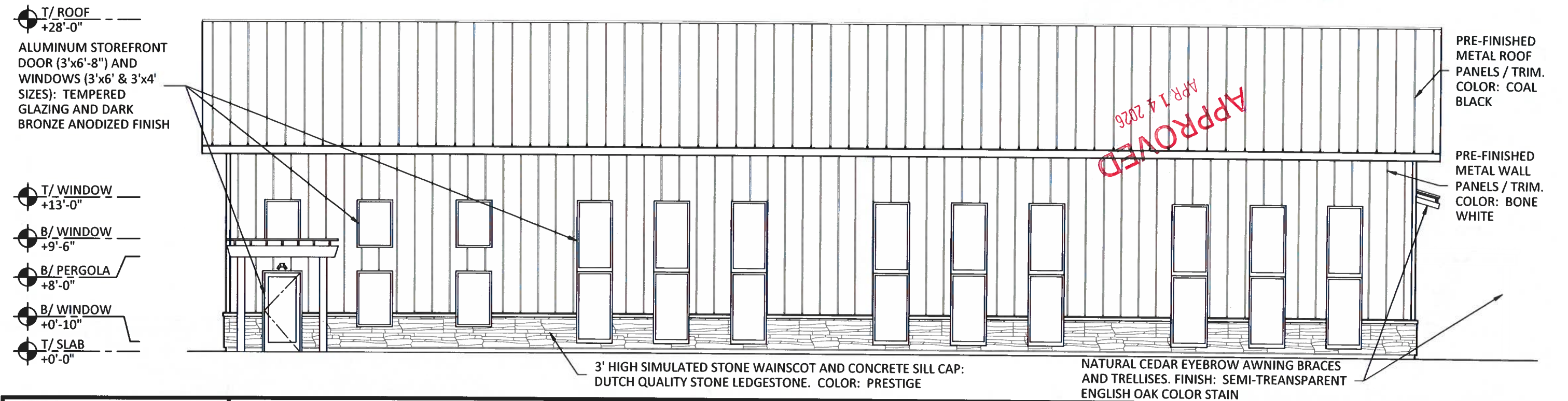
Madison Ave Salon
Northridge, OH

Design by
INTEGRATED
Outdoor Living

PO Box 427
Owens, OH 44074
Phone Number: (440) 976-3450
www.integratednorthridge.com



APPROVED
APR 14 2026

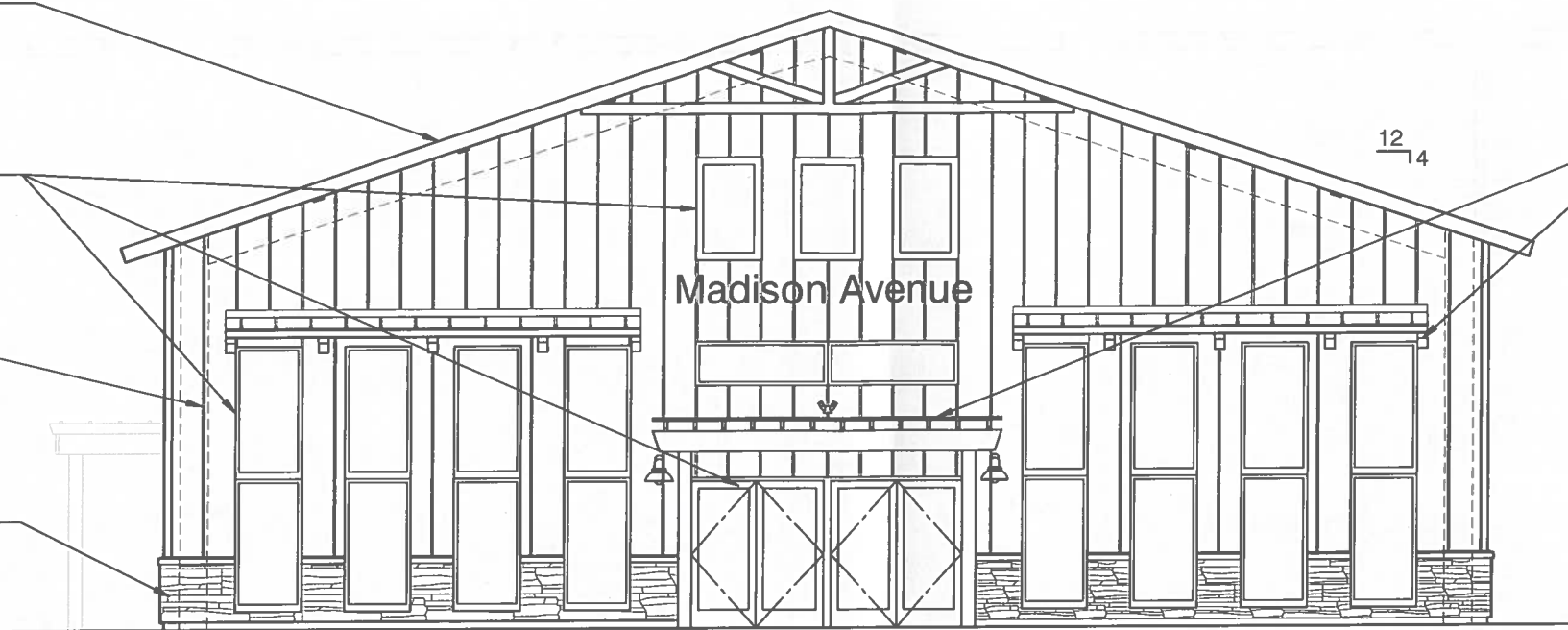


PRE-FINISHED METAL ROOF
PANELS / TRIM. COLOR:
COAL BLACK

ALUMINUM STOREFRONT
DOORS (3'x6'-8") AND
WINDOWS (3'x6' & 3'x4'
SIZES): TEMPERED
GLAZING AND DARK
BRONZE ANODIZED FINISH

PRE-FINISHED METAL
WALL PANELS / TRIM.
COLOR: BONE WHITE

3' HIGH SIMULATED STONE
WAINSCOT AND CONCRETE
SILL CAP: DUTCH QUALITY
STONE LEDGESTONE.
COLOR: PRESTIGE



T/ ROOF
+28'-0"

NATURAL CEDAR EYEBROW
AWNING BRACES AND
TRELLISES. FINISH:
SEMI-TREANSSPARENT
ENGLISH OAK COLOR STAIN

B/ WINDOW
+16'-8"

T/ WINDOW
+13'-0"

B/ PERGOLA
+8'-0"

B/ WINDOW
+0'-10"

T/ SLAB
+0'-0"

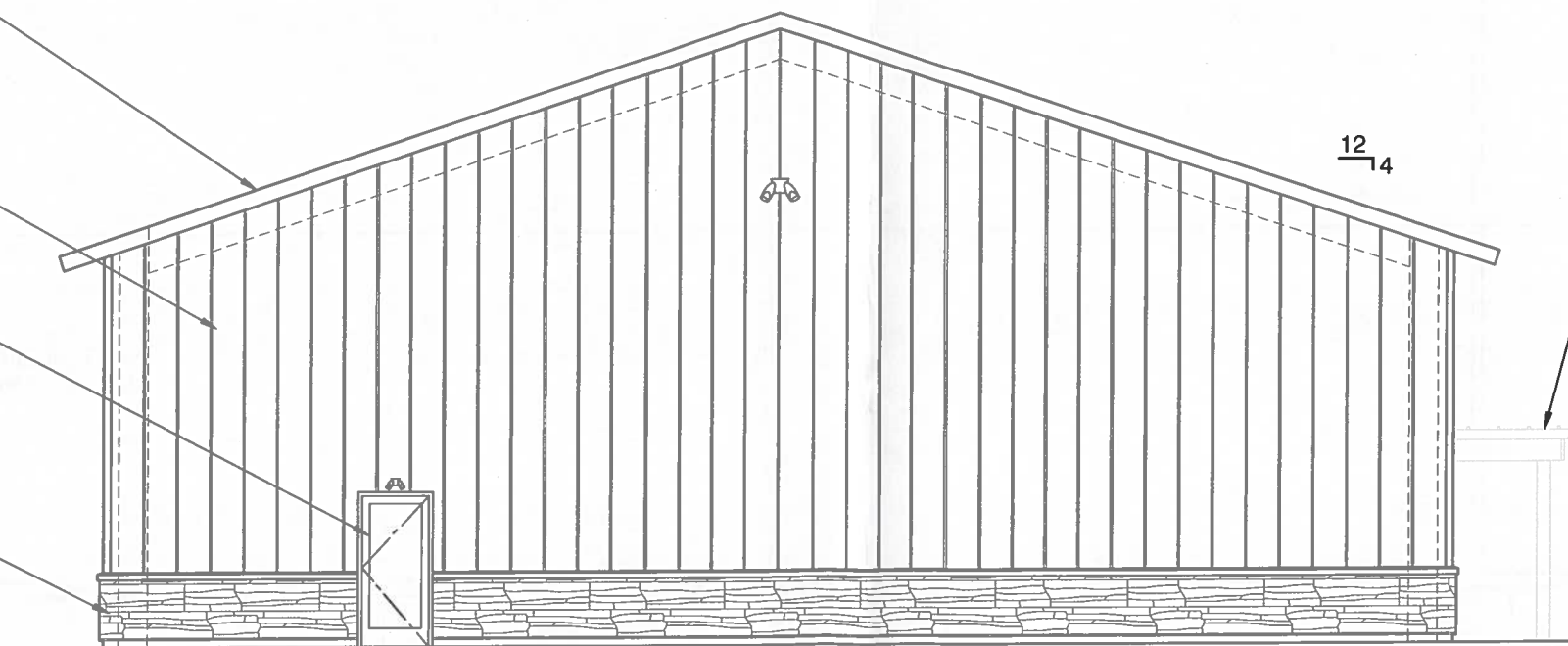
APPROVED
APR 14 2026

PRE-FINISHED METAL ROOF
PANELS / TRIM. COLOR:
COAL BLACK

PRE-FINISHED METAL
WALL PANELS / TRIM.
COLOR: BONE WHITE

ALUMINUM STOREFRONT
DOOR (3'x6'-8"):
TEMPERED GLAZING AND
DARK BRONZE ANODIZED
FINISH

3' HIGH SIMULATED STONE
WAINSCOT AND CONCRETE
SILL CAP: DUTCH QUALITY
STONE LEDGESTONE.
COLOR: PRESTIGE

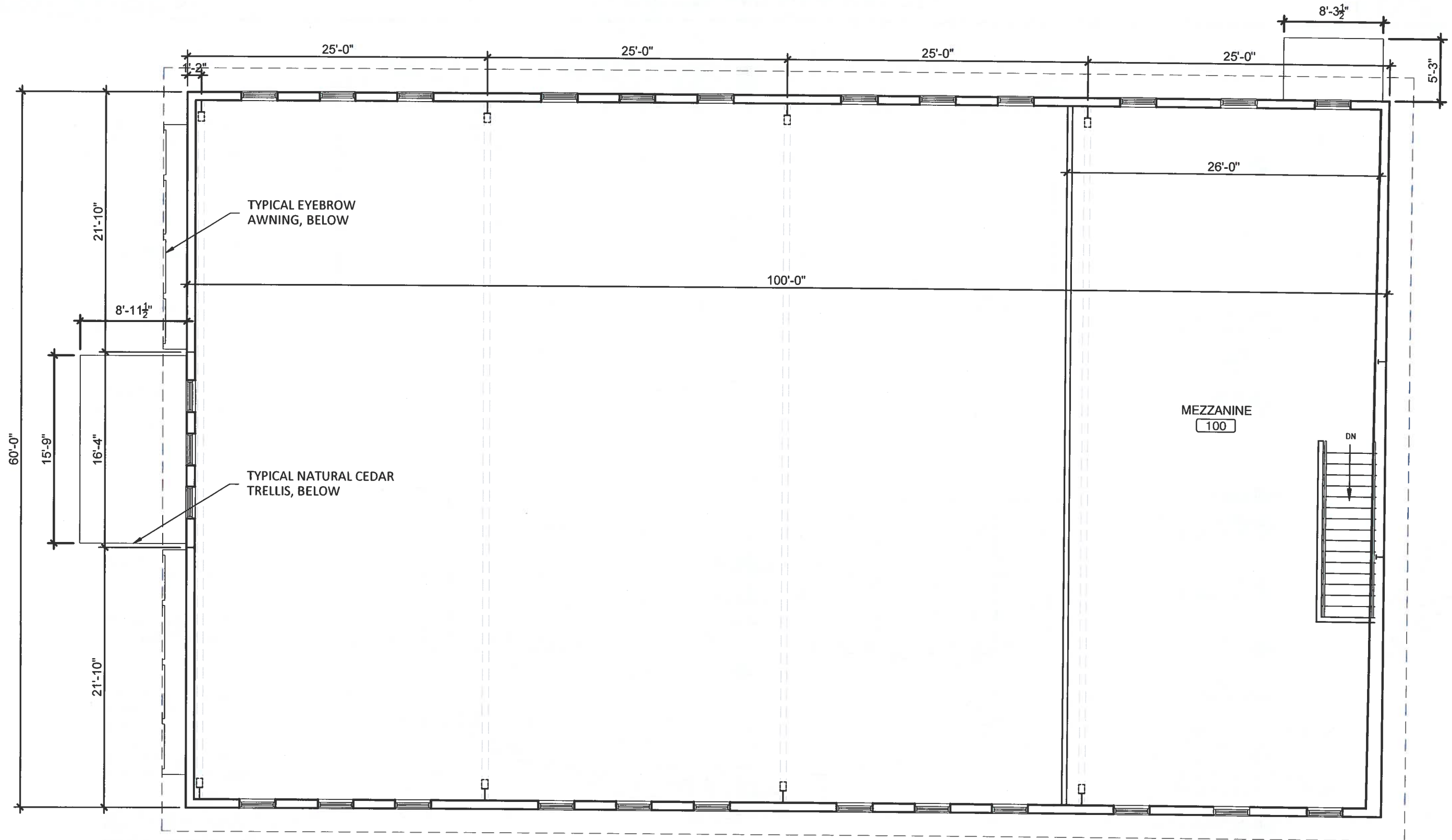


T/ ROOF
+28'-0"

NATURAL CEDAR
TRELLISES. FINISH:
SEMI-TREANSSPARENT
ENGLISH OAK COLOR STAIN

B/ PERGOLA
+8'-0"

T/ SLAB
+0'-0"



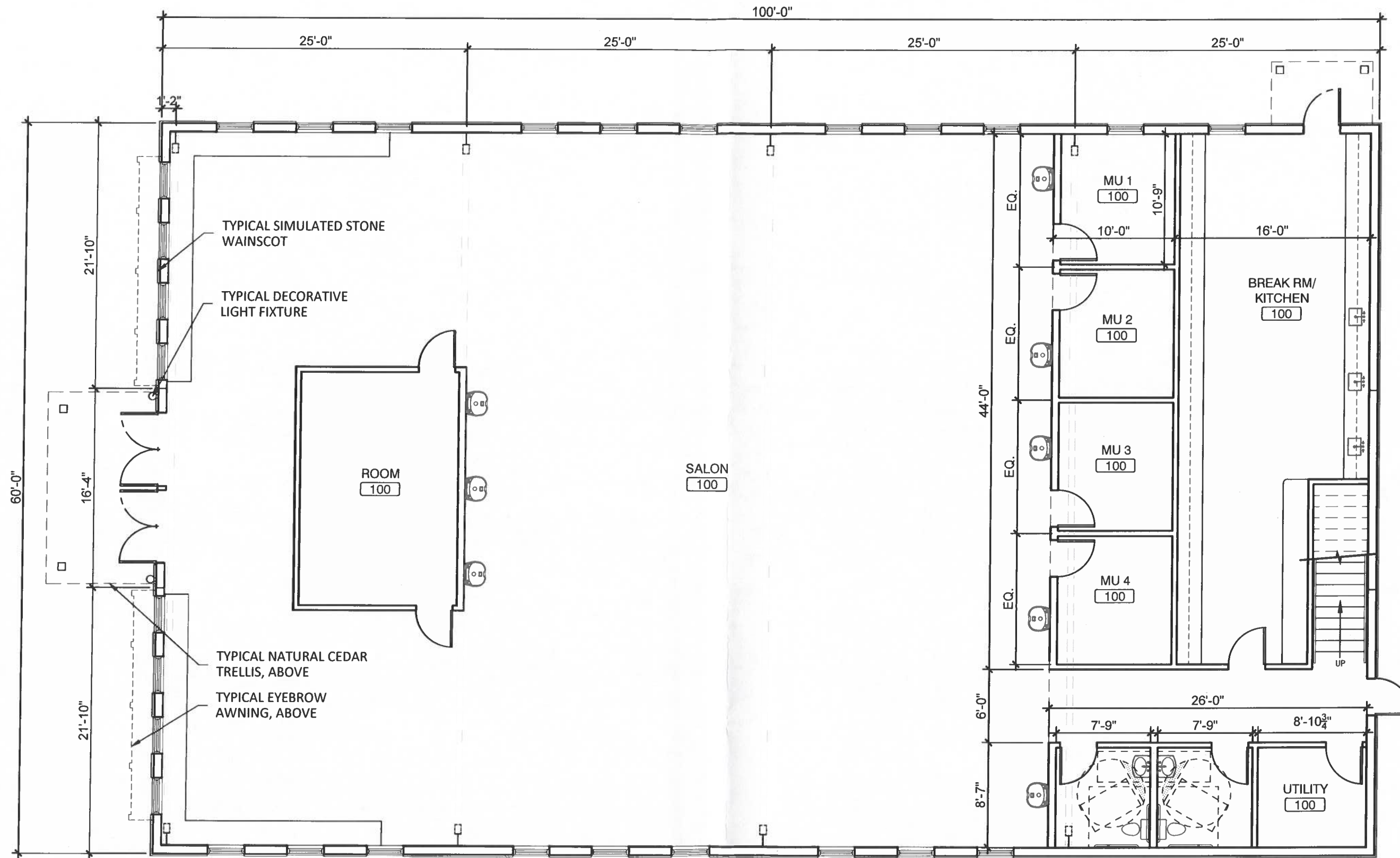
APPROVED
 APR 14 2026



MADISON AVENUE SALON
 GROUND FLOOR PLAN - 1/8" = 1'-0"

Issue Date: 2026.04.07
 Job No: 25088

A1.01



APPROVED
APR 14 2026



MADISON AVENUE SALON
MEZZANINE FLOOR PLAN - 1/8" = 1'-0"

Issue Date: 2026.04.07
Job No: 25088

A1.02



















Madison Avenue





Madison Avenue





Madison Avenue















Madison Avenue



UPDATED

PHOTOMETRIC PLAN

Illuminance calculations, uniformity review, and documentation prepared for permitting and design coordination.

DELIVERABLES

Calculated light levels • Uniformity • Summary tables

USE

Permit submittal • Design review • Procurement support

DOCUMENTATION

Print-ready ANSI B (11×17 in)

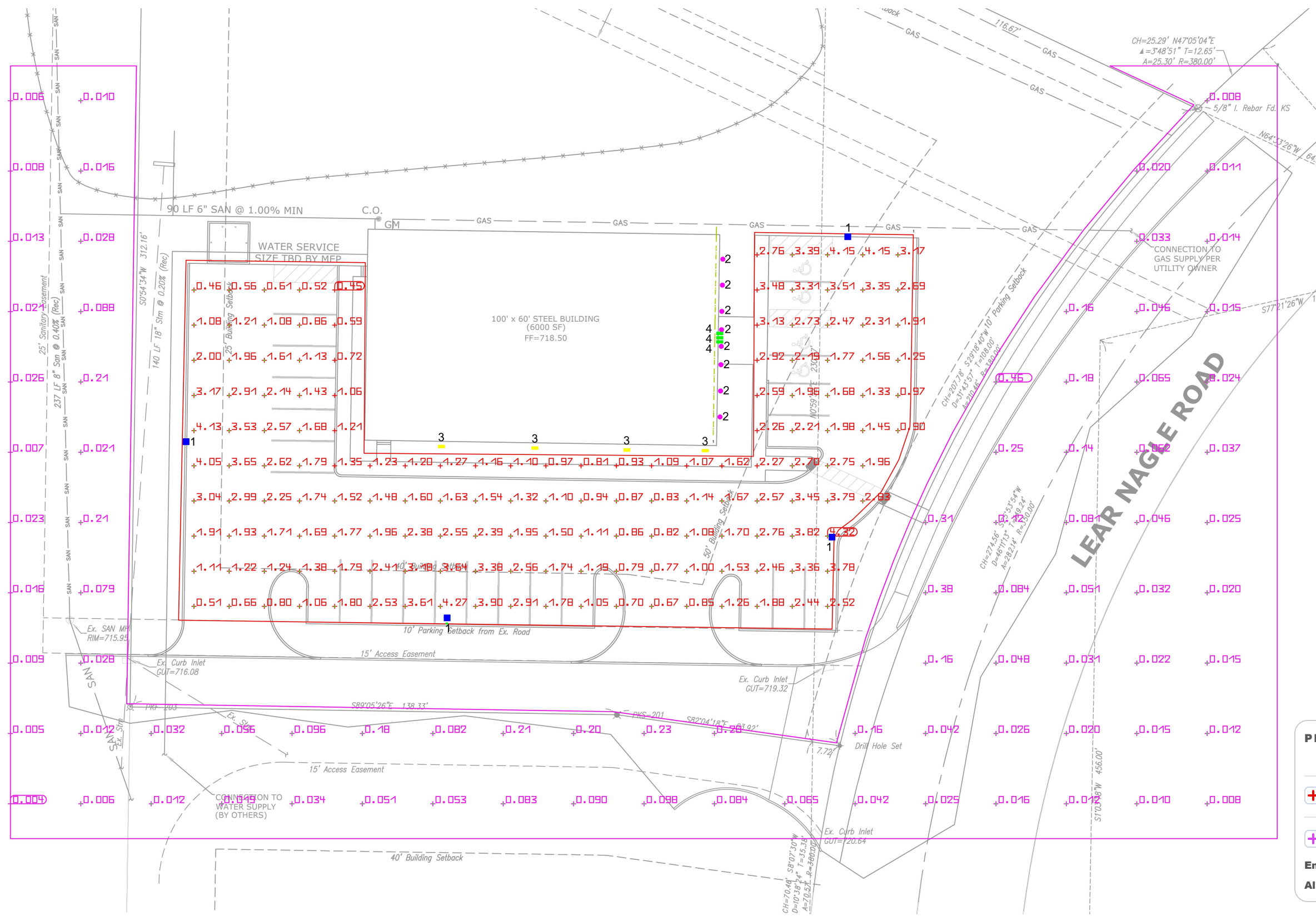
PHOTOMETRIC PLAN

Project Name: Madison Avenue Salon, LLC

Scope: Photometric Plan

Date: 03/16/26

Client: Nicholas Dubecky
Prepared by: Stetra Lighting



PHOTOMETRIC SUMMARY					fc
	AVG	MAX	MIN	AVG/MIN	MAX/MIN
+ Parking Lot	2	4.3	0.45	4.44	9.56
+ LIGHT TRESPASS					PASS
Emax @ 0ft					0.40 fc
Allowed					0.50 fc

FIXTURE SCHEDULE

W / lm / ft / K

SYMBOL	ID	QTY	TYPE	P (W)	LM (LM)	MH (FT)	TILT (°)	KELVIN (K)	LLF
■	1	4	LLS-AL-SB5A-100/120/150-CC-PC	100	16600	25	15	3000	0.90
■	2	8	Alcon Lighting 14144-R Recessed Round 2-Inch	6	500		0	3000	0.90
■	3	4	Sterling Lighting — SL24 Flood Light	8	520	0.7	0	3000	0.90
■	4	3	LLS-X-FLD6-17/25/30-CC	17	2890	15	0	3000	0.90

FIXTURE TOTALS

calculated

Fixture Types	4
Total Fixtures (Qty)	19
Total Connected Load (W)	531
Total Lumens (lm)	81150
Avg Efficacy (lm/W)	152.8
Lighting Power Density (W/ft²)	0.02

ASSUMPTIONS / NOTES

report

1 LLS-AL-SB5A-100/120/150-CC-PC



2 Alcon Lighting 14144-R Recessed Round 2-Inch



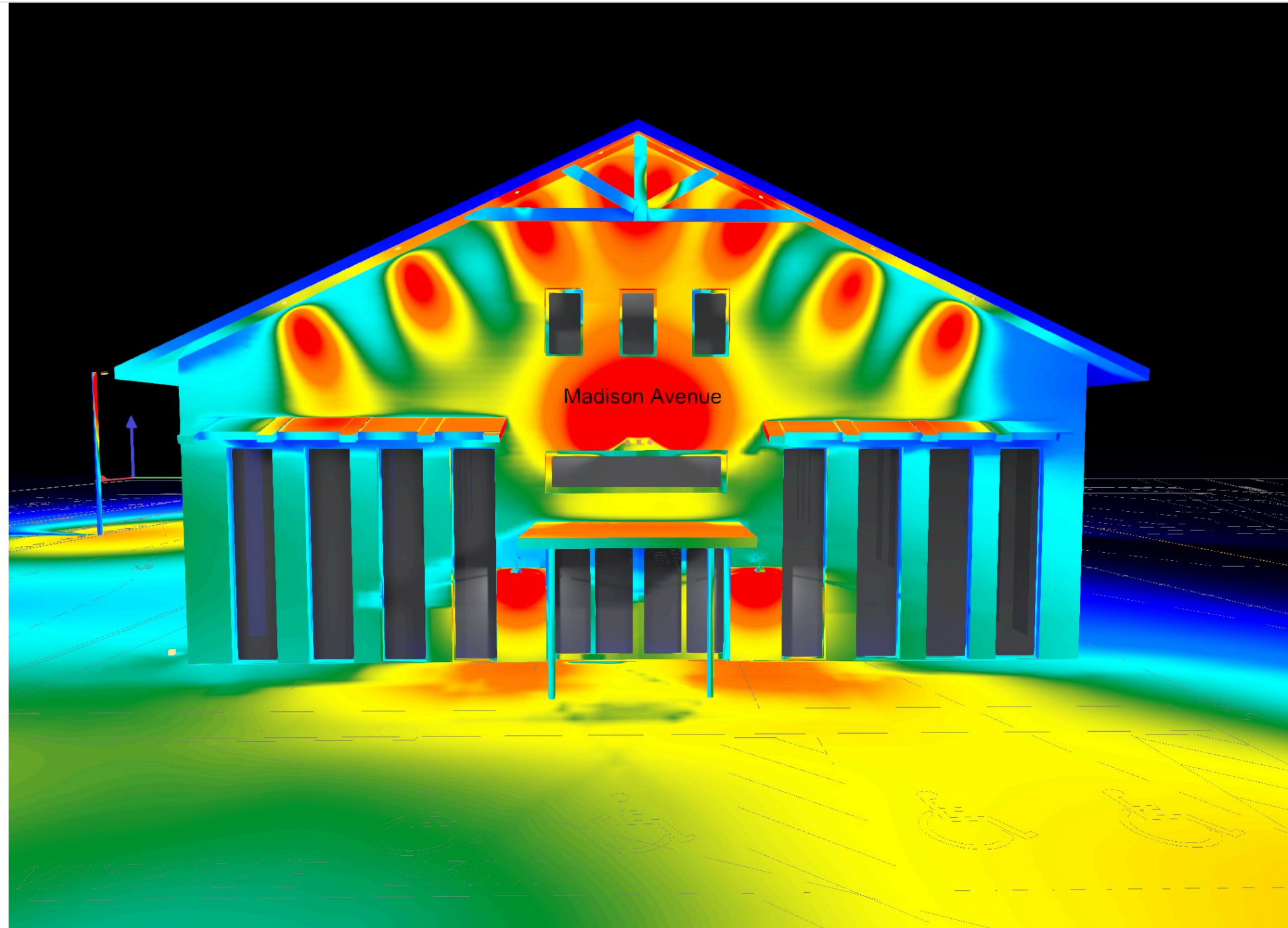
3 Sterling Lighting — SL24 Flood Light



4 LLS-X-FLD6-17/25/30-CC



FALSE COLOR RENDER



PHOTOMETRIC PLAN

Project Name: Madison Avenue Salon, LLC

Scope: Photometric Plan

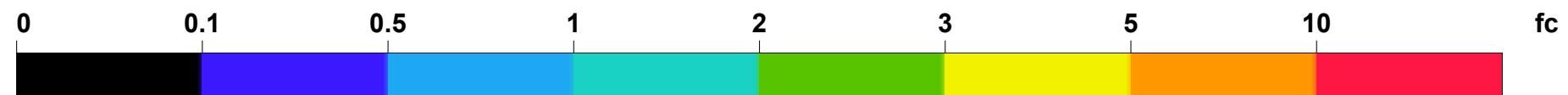
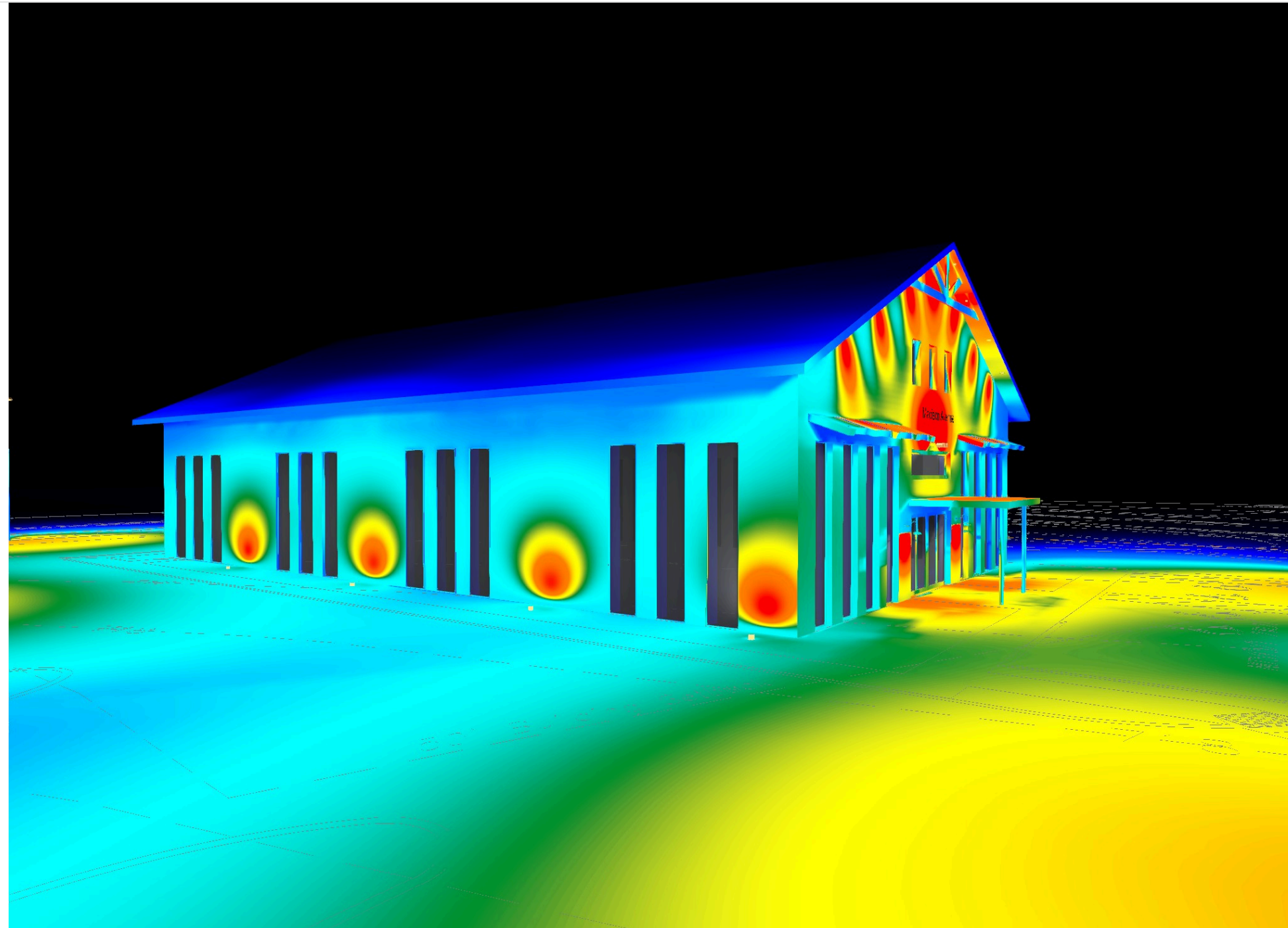
Date: 03/16/26

Client: Nicholas Dubecky

Prepared by: Stetra Lighting



FALSE COLOR RENDER



PHOTOMETRIC PLAN

Project Name: Madison Avenue Salon, LLC

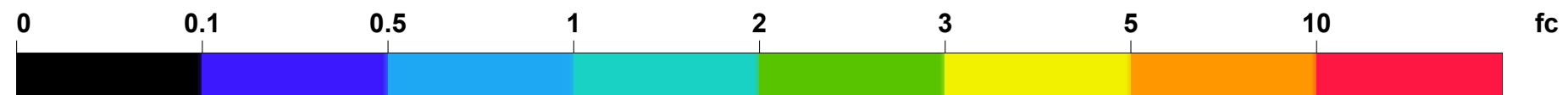
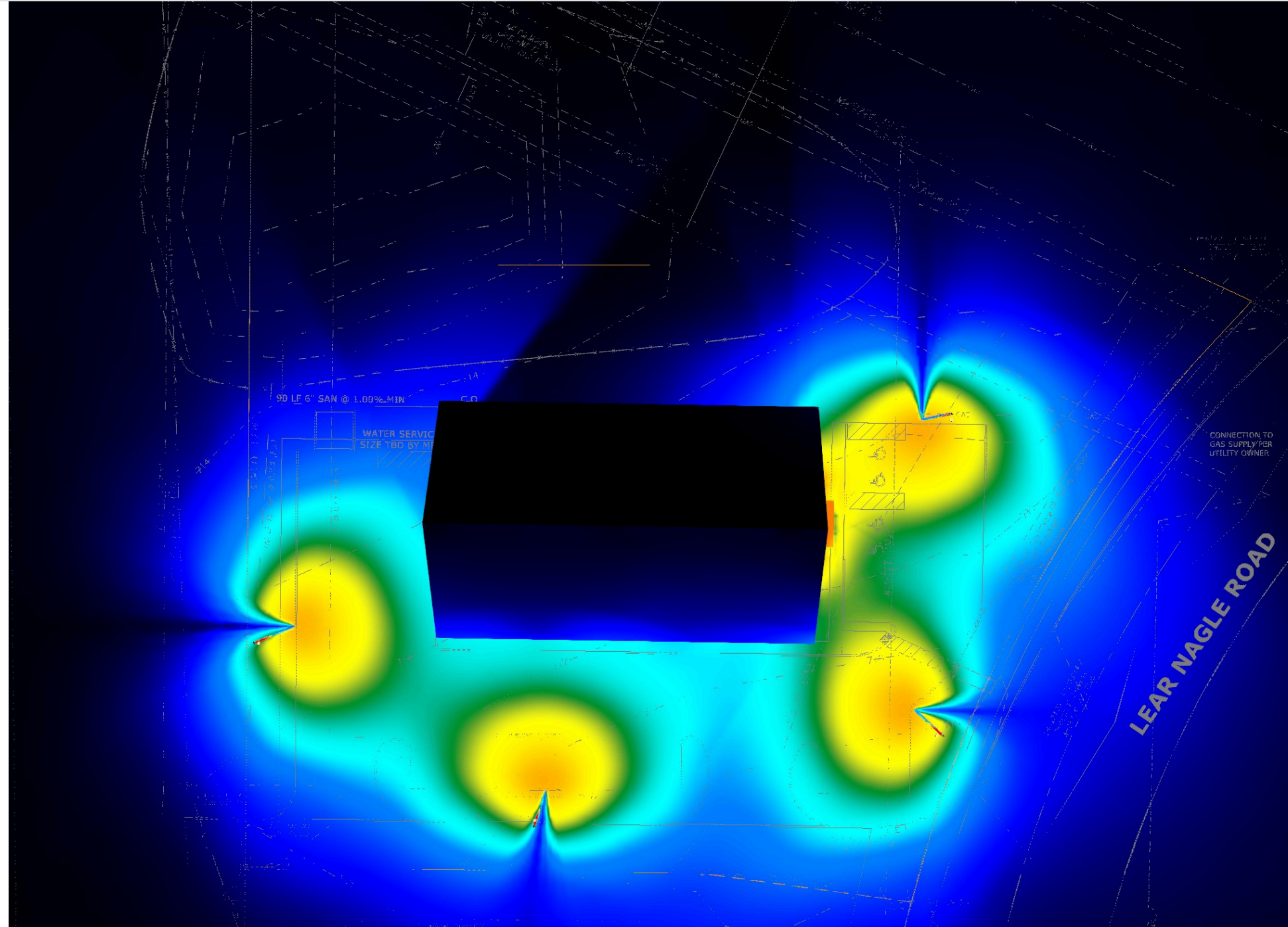
Scope: Photometric Plan

Date: 03/16/26

Client: Nicholas Dubecky
Prepared by: Stetra Lighting



FALSE COLOR RENDER



Staff Meeting Bulletin

Meeting Date:	March 4, 2026
Project:	Madison Avenue Salon; 6040 Lear Nagle Road
Applicant:	Nicholas R. Dubecky, Integrated Outdoor Living, LLC, 47581 US Highway 20, Oberlin OH 44074
Zoning:	B-3 Highway Commercial District
In Attendance:	Kim Lieber, Planning & Development Director Guy Fursdon, Chief Building Official Christina Eavenson, City Engineer Lori Birschbach-Tober, Assistant City Engineer Gregory Buehner, Civil Engineer John Reese, Fire Chief Mike Uhnak, Assistant Fire Chief Ryan Thomas, City Arborist Nicholas R. Dubecky, Integrated Outdoor Living LLC Madison Karnow, Madison Avenue Salon

Project Introduction

- Nicholas said he has been working with surveyor and engineer Dino Lustrini on the project. The site plan utilizes the existing shared entryway with Walgreens, half of which is owned by Madison, to avoid adding a new curb cut near a busy intersection, reducing potential traffic backup and improving safety. The layout avoids the detention basin and existing Walgreens utilities, and grading and drainage are expected to function properly for both the building and parking lot. Gas and sanitary connections are straightforward, while the water connection required additional coordination. The current property owner of Walgreens has agreed to grant right-of-way access through their parking lot to connect to the water line along Center Ridge, eliminating the need for sidewalk disruption or traffic interference. Documentation of this agreement will be provided.
- The proposed building layout is primarily open, with designated makeup rooms, a main area for hair stylists, and a bridal suite that will also function as a reception area. Shampoo stations will be positioned along the walls, and the facility will include two restrooms and a kitchen/break room area. A mezzanine is planned for storage, with the potential placement of a horizontal furnace pending mechanical engineering review. Exterior ductwork may run along the west wall, and the air conditioning unit will be located outside. The building is designed with a clean, modern aesthetic, featuring a metal roof and siding, black-trimmed windows, and large windows to maximize natural light. Exterior elements include a paver entryway, a trellis above the main entrance visible from Lear Nagle Road, and three access points: a main entrance, a south-side employee entrance, and a west-side emergency exit.
- The landscape plan is simple and intended to provide year-round visual appeal through perennial plantings, shrubs, and strategically placed trees that will not obstruct visibility at the entrance or exit. The lighting plan is designed to adequately illuminate the building and parking lot while minimizing glare for drivers approaching the nearby hill and intersection. Downlighting and decorative uplighting will accent the building façade. The parking lot is proposed to be constructed of concrete rather than asphalt for improved durability and cost efficiency. Overall, the project is intended to introduce an attractive, high-quality beauty salon to the community, attract clients from surrounding communities, and support continued business growth in a prominent location.

Staff Comments

- Kim requested that the building elevations include detailed material labels identifying exterior finishes. She noted that the color renderings were helpful for understanding the design but emphasized that formal material callouts should be included on the plans. She also addressed the possibility of ground-mounted mechanical equipment, stating that any publicly visible equipment must be properly screened, and requested that the equipment location be shown on the site plan.
- Regarding parking, Kim acknowledged that the plan appears to meet the requirement of two spaces per chair and asked whether the applicant was comfortable with that ratio. She requested confirmation that all parking spaces, including the ADA space, meet minimum required dimensions and that the drive aisle widths are clearly labeled to ensure compliance. She also sought clarification on the extent and location of curbing, noting that double lines on the plan suggest curbing around the parking lot, but questioned whether the north side would remain without curbs to allow stormwater drainage into the basin. Nicholas confirmed that the north side would likely remain without curbs, or include curb cuts, to facilitate drainage and accommodate snow storage, allowing runoff to flow naturally to the lowest point of the property.
- Kim also addressed the lighting plan. She noted that the proposed parking lot fixtures are full cut-off, which is compliant, and that while uplighting is generally not allowed under code, decorative uplighting may be approved by the Planning Commission. She commented that the decorative lighting on the building appears well executed and is not expected to be an issue. However, she pointed out that the photometric plan shows a maximum average illumination level of 3.87 foot-candles, which exceeds the permitted maximum of 2.0 for parking lots. While there is no light trespass onto residential properties, she advised reducing the average illumination closer to 2.0. Nicholas suggested converting some double-sided fixtures to single-sided to help achieve this reduction.
- Christina said the plans were well detailed. The group discussed the applicant's efforts to track down the original detention basin calculations from the previous landowner. The applicant will need to review any maintenance agreement and likely rerun the stormwater calculations. She noted that, since all utilities are located off-site, she would have expected there to be a recorded reciprocal easement or covenant document. Greg noted the close proximity of electric and gas utilities which may have requirements or limitations. Lori also noted the great number of easements running through the area and that the City requires all cross-access easements to be recorded for their records.
- Nicholas said a fire hydrant was shown on the landscape plan in the lawn area between the salon and Walgreens. Mike Uhnak stated that they had room to locate the hydrant to ensure that it was 300 feet from all sides of the building.
- Guy stated that, according to his engineer and surveyor, the building meets all setback requirements. He noted that there was some confusion with the surveyor regarding the location of the requirement lines. He clarified that the rear setback is 40 feet along the west property line, the front setback is 50 feet, and the north and south lines serve as the side setbacks. He confirmed that the building easily complies with all required setbacks.

Next Steps

- The applicant will provide updated plans prior to the March 10th meeting.

Planning Commission Application

RECEIVED
NOV 13 2025



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 Division. 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

Sugar Ridge Rd. 0700047000048
 Location address Parcel number(s)

Project type: Commercial/Industrial/Multi-Fam Prelim Major Subdivision Final Major Subdivision Lot Split

Project elements: New Construction Building Addition/Alteration Site Improvements Plat

Heron Ridge: New Residential Subdivision
 Project description

APPLICANT/AGENT INFORMATION

Sommers Development Group LLC
 Name/Company

PO BOX 1102, Chardon, OH 44024
 Applicant address

440-478-8034 gs@sommersrealestate.com
 Applicant phone Applicant email

PROPERTY OWNER INFORMATION

Same.
 Name/Company

Property owner address

Property owner phone Property owner email

AUTHORIZATION AND ACKNOWLEDGEMENT

[Signature] 11/12/2025 See attached
 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.	Planning Fee Paid	ACTION
	PPZ 2025-0396	\$ 300.00	

Planning Review

April 1, 2026

Project: Heron Ridge Subdivision Preliminary Plan
 PPN: 07-00-047-000-046
 District: R-1 Residence District (Chapter 1282)

Project Summary:

This proposal consists of a new 51-home residential subdivision on the north side of Sugar Ridge Road west of the Bender Road intersection. The property is zoned R-1 Residence District. Sommers Development is the developer of the project, which also constructed nearby Eagle Meadow subdivision.

The applicant is proposing a development under Chapter 1282 Single Family Detached and Cluster Development. The application was submitted to the City prior to the effective date of Ordinance 2025-154, which suspended by-right cluster subdivisions in the R-1 Residence District; therefore, this project should be reviewed as a permitted use.

The site is significantly impacted by utility easements running north-south along the west side of the property, which substantially constrain the subdivision layout.

The project meets code requirements for minimum area, maximum density, lot mix and open space.

Zoning Code	Requirement	Proposed
Minimum development area	25 acres	26.33 acres
Maximum density	2.3 dwellings/acre 60 units	1.94 dwellings/acre 51 units
Single family lots	--	32
Maximum ratio of cluster units to total allowable units	35% 21 cluster lots	31.7% 19 cluster lots
Minimum open space	20%	26.2%

- All single family lots meet zoning requirements for lot area, width and setbacks.
- Cluster lots meet required setbacks from open space.
- Sublots 21 and 26 – cluster lots – do not meet the minimum required 35-foot setback to single family side lot lines. The applicant requests Planning Commission approval for a 5-foot setback; rationale is included in the submittal.

The applicant submitted a trip generation analysis indicating that the total trips generated for the development in peak hour are significantly less than would trigger a full traffic impact analysis. Planning Commission can, however, consider access and circulation in their review. The subdivision has

been designed with the possibility of future connectivity with neighboring properties. The applicant has provided T turnarounds where there is currently no through access. Sidewalks are provided throughout the development and along the Sugar Ridge Road frontage.

Open space is provided in large, contiguous blocks avoiding small strips or remnant parcels. Within this open space area, stormwater management is provided via two detention ponds. Additional park/open space and trails are provided. Common mailboxes with off-street parking are located on Heron Ridge Drive north of Crestview Lane, roughly centralized in the neighborhood. Street tree selections will be made in consultation with the City Arborist and presented with the final plat package.

Water service is available along Sugar Ridge Road. Sanitary sewer is not currently available at the site. The developer proposes to extend sanitary sewer west along Sugar Ridge Road from its current terminus at Jack Ryan Drive to serve the subdivision.

HOA documents have been submitted and provided to the Law Department for review.



PROJECT INFORMATION

Heron Ridge Subdivision	
Proposed project	
Sugar Ridge Rd	07-00-047-000-046
Location	Parcel number
March 10, 2026	February 26, 2026
Meeting date	Comments due

RECOMMENDATIONS

Type comments here. Attach additional sheets as necessary.

1. 1282.11 (c)(2) Single family dwelling lots shall have an average lot width of 85 feet. Variance required.
2. 1282.11 (c)(3) Single family dwelling lots shall have an average front setback of 35 feet. Variance required.
3. 1282.11 (b)(2) Side setbacks for cluster family lots to single family lots shall be 35 feet. Unit 21 side setback is not 35 feet to Unit 20. Planning Commission may approve a lesser setback.
4. Rear yard setbacks are not always shown.
5. Some street names are similar to existing streets (Oak Hollow, Heron Ridge, Crestview).

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.



PROJECT INFORMATION

Heron Ridge Subdivision	
Proposed project	
Sugar Ridge Rd	07-00-047-000-046
Location	Parcel number
March 10, 2026	February 26, 2026
Meeting date	Comments due

RECOMMENDATIONS

This review is a preliminary review for Planning Commission. Additional review and comments will be provided during the Engineer review approval.

- The developer will need to obtain documented permission from the utility owners for each existing easement running across the property granting approval for the improvements over the easements. The documentations need to be provided to the City, for their records.
- A minimum of 10 ft is required around the basins for maintenance.
- A paved access drive is required to the basins and existing ditches for maintenance. The access path shall have a curb cut with signage. The sidewalk thickness shall be increased to 8” in these areas. The easement is required to be in a block owner my the HOA.
- The ponds require an emergency spillway at the 100 yr storm with a 1 ft freeboard.
- As per CNR Codified Ordinance 1226, all storm sewers, sanitary sewers and common stormwater drainage improvements shall be placed within blocks of common ownership, to be maintained by the designated HOA.
- All open spaces maintained by the HOA shall not be land locked. A maintenance access easement shall be provided in a block maintained by the HOA.
- The location of the towers for Ohio Edison Company needs to be located. The developer will be responsible, for coordinate with Ohio Edison, for all improvements to be proposed and future maintenance agreements.
- The Storm Sewer design for quality and quantity shall be per the City of North Ridgeville requirements.
- There is a minor ditch Chappell Ditch Main Branch that runs along the east property line. There is a preservation area of 50’ (25’ each side) that needs to be placed in a block maintained by the HOA to protect this area. Per 1226
- The watermain dead ends need to follow City of North Ridge standard drawing Wat-4.

SUBMITTED BY

Lori Birschbach-Tober	Assistant City Engineer
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.

Staff Meeting Bulletin

Meeting Date: February 18, 2026

Project: Heron Ridge Subdivision Preliminary Plan

Applicant: Sommers Development Group, LLC, PO Box 11002, Chardon, OH 44024

Zoning: R-1 Residence District

In Attendance: Kim Lieber, Planning & Development Director
John Reese, Fire Chief
Guy Fursdon, Chief Building Official
Lori Birschbach-Tober, Assistant City Engineer
Toni Morgan, Assistant Law Director
Eric Brown, Project Engineer
Rick Sommers, Sommers Development Group, LLC
Greg Sommers, Sommers Development Group, LLC

Staff Comments

- Guy reviewed his comments on the development standards. He noted that single-family dwelling lots must have an average lot width of 85 feet and an average front setback of 35 feet. Side setbacks between cluster-family lots and single-family lots must be 35 feet. He pointed out that Unit 21 does not meet the required 35-foot side setback from Unit 20, and that rear yard setbacks are not consistently shown on the plans. Guy also raised a concern about the proposed street name, Frontier Lane, and how it might relate to Chandler Way in Eagle Meadow, as the two segments align and could be connected in the future. He explained that having two streets with the same name in different areas could create confusion for emergency responders, but it would also be undesirable to have a future connected street with two different names. The group discussed a connecting road could be designed with curves or offsets so it would not be a straight cut-through.
- Rick acknowledged the concern and said the team had already discussed possible solutions. One option would be to keep the name Frontier for now and only consider changing it if the road is eventually extended to connect with the other subdivision. Guy pointed out that renaming a street later could be very disruptive for residents because they would need to update mortgages, utilities, legal documents, and other personal records. He suggested that if the street is approved as Frontier, buyers should receive written disclosure explaining that the street name could change in the future if the connecting property is developed. Greg agreed that disclosure would likely be the best option. Guy added that although buyers may not remember every document they sign, the city and developer would at least have clear documentation. He suggested the disclosure could also be included as a deed restriction or within HOA regulations to ensure long-term awareness. Rick noted that the developer has been unable to acquire the land between the subdivisions, making a connection unlikely in the near future, but said the team would continue working toward a reasonable solution.
- Greg also reported that Riverstone Engineering prepared updated plans reflecting recent comments, which show an average lot width of 83.73 feet. Guy reminded the group that the ordinance requires an average lot width of 85 feet, meaning a variance would be necessary if the lots remain below that threshold. Rick asked whether the Planning Commission would have the authority to approve the reduced lot width or whether the project would need to be reviewed by the Board of Zoning and Building Appeals (BZBA). Kim clarified that lot width variances fall under the BZBA rather than the Planning Commission. She also noted that the cluster zoning provisions are expected to sunset and that this project may be one of the final cluster developments considered. She encouraged the applicant to remain as code compliant as possible rather than relying on variances, as Council may

be less inclined to grant flexibility. Kim suggested that because the plan currently shows 16 cluster units and the maximum allowed could be up to 21 based on allowable density, the developer might consider shifting one or more single-family lots to cluster units. Adjusting the ratio of unit types could potentially help achieve the required lot widths, though open space and setback requirements would still need to be met.

- The discussion also addressed setbacks to open space, easement access, and other site features. Kim raised concerns that several lots, including 47, 50, 51, 11, and 12, show reduced setbacks to open space. She also questioned how small triangular areas of common space behind Lots 50 and 51 would be accessed for maintenance. Guy and Rick discussed possible options, noting that if certain areas were not counted as open space, only standard side yard setbacks would apply. Potential solutions included widening certain lots, shifting building footprints, or using additional space available from exceeding open space requirements elsewhere in the development.
- Kim also asked about a small cul-de-sac area off Oak Hollow Lane. Greg clarified that the area is intended to function as a small park or sitting area rather than for vehicle access. He also confirmed the location of the mailbox and nearby parking spaces, explaining that they were placed there for convenience and that additional details would be provided. Fire Chief Reese confirmed that the hammerhead turnaround at the end of Christy Lane will be permanent and asked whether all streets would be asphalt, which Rick confirmed. Guy reiterated the importance of ensuring proper rear yard setbacks for Sublots 7–9 and 21, particularly where cluster lots adjoin single-family lots. Greg noted that the redesign provides adequate spacing to address those concerns.
- Lori emphasized the importance of documenting all easements and obtaining the necessary permits, particularly for roads, basins, and drainage ditches, and requested copies for the city's records. Rick agreed to review the underlying documents to ensure that access and maintenance requirements are properly addressed, including maintaining a 20-foot buffer around basins and 25-foot easements along the creek in compliance with Chapter 1226. He also clarified field conditions related to certain drainage ditches to ensure proper easement placement. Overall, the discussion focused on confirming compliance with setbacks, open space requirements, easements, site access, and ensuring that maintenance and safety obligations are properly documented.
- Lori said that storm sewers and common drainage must now be provided for in blocks, not in privately owned sublots. However, Kim said the ordinance imposing those requirements came after the submission of the Heron Ridge application. Toni will review and respond to the applicant regarding the applicability of the new regulation to their project.

Next Steps

- The applicant will provide updated plans prior to the April 14, 2026 meeting.

March 31st, 2026

RE: Heron Ridge Subdivision – Preliminary Plan Submission & Setback Modification Request

Dear Planning Director and Members of the Planning Commission:

On behalf of ownership, we are pleased to submit the preliminary site plan for Heron Ridge Subdivision, a thoughtfully designed 51-unit residential community located along Sugar Ridge Road.

As illustrated in the submitted plans, Heron Ridge has been carefully planned to create a high-quality, cohesive residential neighborhood that integrates a mix of housing types, meaningful open space, and a well-organized internal street network. The development is anchored by Heron Ridge Drive and interconnected public streets, creating a functional and attractive layout that enhances connectivity and long-term neighborhood value.

PROJECT OVERVIEW & HIGHLIGHTS

Heron Ridge is designed to deliver a well-balanced residential environment that aligns with the City's planning objectives while responding appropriately to site conditions.

Key Features of the Plan:

- 51 total residential units consisting of a mix of single-family and cluster-style homes
- Public street network including Heron Ridge Drive, Crestview Lane, Frontier Lane, and Oak Hollow Lane
- Centralized and perimeter common/open space areas providing functional open space and recreational opportunities
- Curved roadway design and cul-de-sac features that enhance neighborhood character and traffic calming
- Consistent lot layout and building orientation to create an attractive streetscape
- Thoughtful buffering and transitions to adjacent properties and rights-of-way
- The development will be serviced by sanitary sewer which will be extended from along Sugar Ridge Rd.

The plan reflects a deliberate balance between density, open space, and neighborhood character, resulting in a community that will be both visually appealing and functionally efficient.

SETBACK MODIFICATION REQUEST (LOTS SL 21 & SL 26)

As part of this submission, we respectfully request consideration of a modification to the required setback between the single-family lots (SL 21 and SL 26) and adjacent cluster lots.

Location Context

Lots SL 21 and SL 26 are uniquely positioned within the development:

- Located in close proximity to cluster-style residential areas
 - Situated within a transition zone between differing housing types
 - Influenced by roadway geometry and internal layout constraints
-

RATIONALE FOR MODIFICATION

1. Maintaining Practical and Consistent Setback Relationships

The requested modification allows for:

- A more uniform and consistent visual setback relationship across adjacent lot types
- Avoidance of irregular or forced building placements that would disrupt the streetscape
- A more cohesive and logical transition between single-family and cluster homes

Given the proximity and orientation of these lots relative to surrounding units, strict application of the standard setback would result in:

- Inconsistent building lines
 - Less functional lot layouts
 - Reduced overall design cohesion
-

2. Site Constraints – Utility Easements & Required Setbacks

The subject area is significantly impacted by multiple utility easements and associated setback requirements, as reflected in the plan set.

These constraints:

- Limit the available buildable envelope on the affected lots
- Require careful positioning of structures to avoid conflicts
- Create practical design limitations that are not typical of unconstrained parcels

The requested modification is therefore a reasonable and necessary adjustment to accommodate these real-world site conditions.

3. Preservation of Overall Plan Integrity

Granting this modification:

- Allows the development to maintain its intended layout and design quality
 - Avoids unnecessary redesign that could negatively impact adjacent lots or open space areas
 - Supports a balanced and well-functioning neighborhood plan
-

4. Minimal Impact / Full Compliance Otherwise

It is important to note:

- The requested adjustment is minor in nature
- The modification applies to only two specific lots (SL 21 and SL 26)
- The development meets all other applicable zoning requirements, standards, and setback regulations

There is no adverse impact to:

- Adjacent properties
 - Traffic circulation
 - Open space design
 - Overall neighborhood character
-

COMMUNITY VISION

Heron Ridge is envisioned as a high-quality residential community that will:

- Introduce new investment and housing opportunities within the City
- Provide a diverse mix of housing options appealing to a broad range of buyers
- Enhance the surrounding area through thoughtful design, landscaping, and open space integration
- Deliver long-term economic and tax base benefits to the City

The plan has been designed with a strong emphasis on:

- Aesthetics and architectural consistency
- Functional and efficient land planning
- Respect for site constraints and natural features

CONCLUSION

We respectfully request:

1. Approval of the preliminary plan for Heron Ridge Subdivision, and
2. Approval of the requested setback modification for SL 21 and SL 26, as detailed above

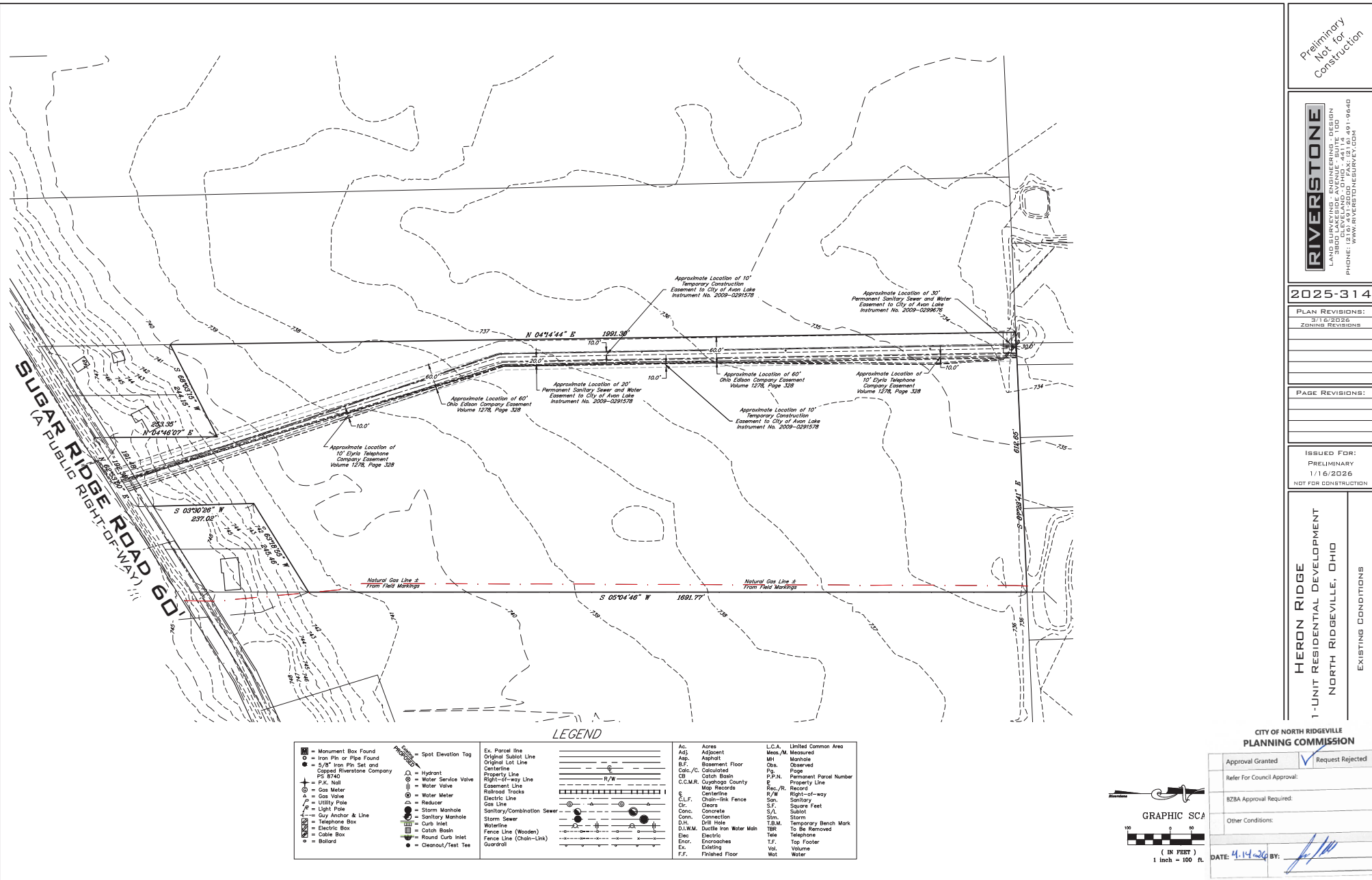
We believe this plan represents a well-conceived, high-quality development that aligns with the City's goals and will serve as a positive addition to the community.

We appreciate your time and consideration and look forward to working with the City throughout the review process.

Regards,



Greg Sommers
Sommers Development Group, LLC



Preliminary
Not for
Construction

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 LAND SURVEYING - ENGINEERING - DESIGN
 3100 LITTLELAND AVENUE - 44114, TUD
 CLEVELAND, OHIO
 PHONE: WWW.RIVERSTONEENGINEERING.COM

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PLAN REVISIONS:
 3/16/2026
 ZONING REVISIONS

PAGE REVISIONS:

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HERON RIDGE
 1-UNIT RESIDENTIAL DEVELOPMENT
 NORTH RIDGEVILLE, OHIO
 EXISTING CONDITIONS

CITY OF NORTH RIDGEVILLE
 PLANNING COMMISSION

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CITY, OHIO 45381-1964
PHONE: (614) 765-3400
WWW.RIVERSTONEENGINEERING.COM

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PLAN REVISIONS:
3/16/2026
ZONING REVISIONS

PAGE REVISIONS:

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NDT FOR CONSTRUCTION

HERON RIDGE
S1-UNIT RESIDENTIAL DEVELOPMENT
NORTH RIDGEVILLE, OHIO

SITE PLAN

City Utilities Protection Service
Call before you dig

OGPUSA
Ohio Oil & Gas Pipeline Underground Avoidance Service
Call (614) 765-3400 or 811

C3.01

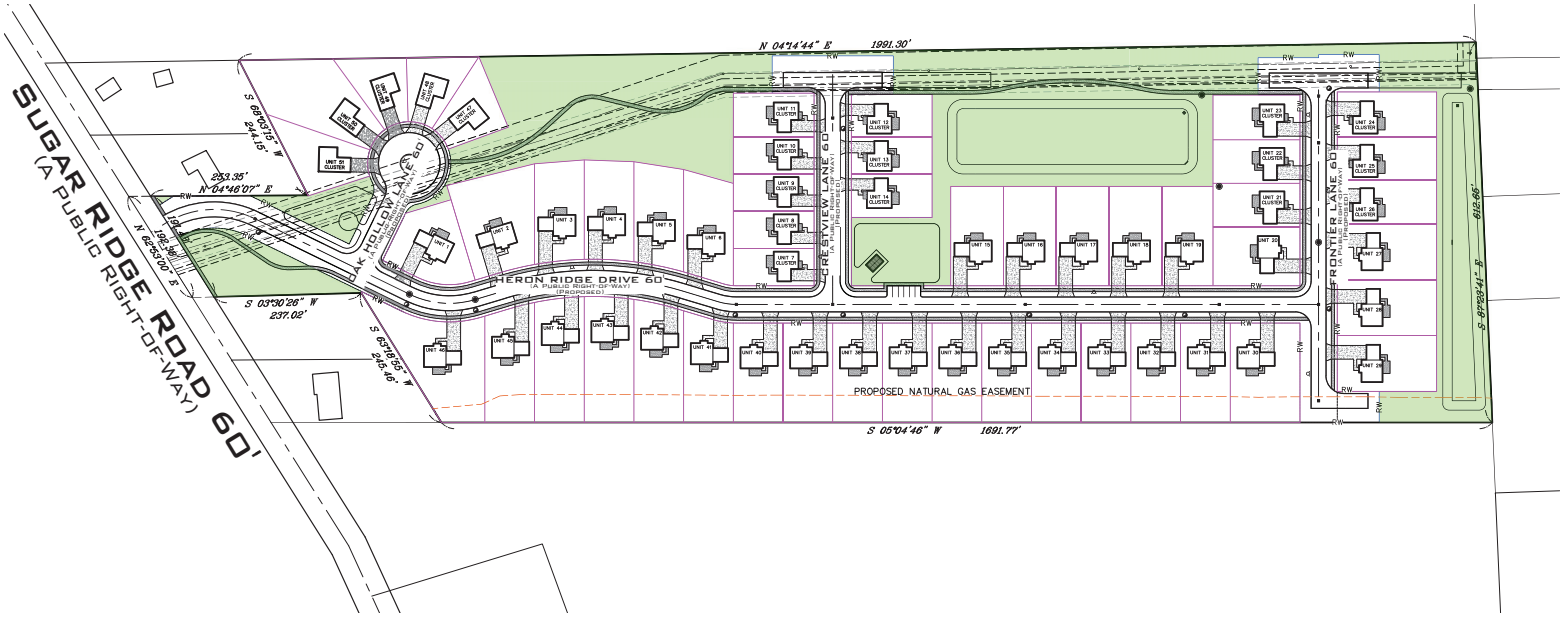
PARCEL INFORMATION:
PARCEL NUMBER: 07-00-047-000-046
PARCEL AREA: 26.33 ACRES
EXISTING ZONING: R-1 RESIDENCE DISTRICT
PROPOSED REZONING TO SINGLE FAMILY DETACHED AND CLUSTER DEVELOPMENT

	REQUIRED	PROPOSED
MIN. DEVELOPMENT AREA	25 AC	26.33 AC
MAX. DENSITY	2.3 UNITS/ACRE (60.6 UNITS)	1.9 UNITS/ACRE (51 UNITS)
MIN. COMMON OPEN SPACE	20% OPEN	26.2% OPEN
MAX. CLUSTER DWELLINGS	35% (21 UNITS)	31.7% (19 UNITS)

SETBACK REQUIREMENTS:
OPEN SPACE: 15 FEET
SINGLE FAMILY SIDE: 35 FEET
SINGLE FAMILY REAR: 35 FEET
MIN. FRONT SETBACK: 22 FEET

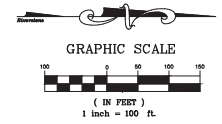
SINGLE FAMILY DETACHED:
MIN. LOT AREA: 12,800 SF
MIN. LOT WIDTH: 80 FEET
MIN. FRONT SETBACK: 30 FEET
MAX. FRONT SETBACK: 40 FEET
AVG. FRONT SETBACK: 35 FEET
MIN. REAR SETBACK: 30 FEET

VARIES - 15 FEET MIN.
VARIES - 5 FEET MIN.
N/A
VARIES - 25 FEET MIN.
VARIES - 12,800 SF MIN.
VARIES - 80 FEET MIN.
35 FEET
35 FEET
35 FEET
31.75 FEET



LEGEND

<ul style="list-style-type: none"> Monument Box Found Iron Pin or Pipe Found 5/8" Iron Pin, Set and Capped Riverstone Company PS 8740 F.K. Nail Gas Meter Gas Valve Utility Pole Light Pole Guy Anchor & Line Telephone Box Electric Box Cable Box Bollard 	<ul style="list-style-type: none"> Spot Elevation Tag Hydrant Water Service Valve Water Meter Resurver Water Meter Sanitary Manhole Sanitary Manhole Catch Inlet Catch Basin Round Curb Inlet Cleanout/Teest Tee 	<ul style="list-style-type: none"> Parcel Line Original Sublot Line Original Lot Line Centerline Property Line Right-of-way Line Easement Line Railroad Tracks Electric Line Gas Line Sanitary/Combination Sewer Waterline Fence Line (Wooden) Fence Line (Chain-Link) Guardrail 	<ul style="list-style-type: none"> Ac. Acres Adj. Adjacent Asp. Asphalt B.F. Basement Floor Cal./C. Collocated CB Catch Basin CC.M.R. Cuyahoga County Map Records C. Centerline C.L.F. Chain-Link Fence Clr. Cleared Conn. Connection D.H. Drill Hole D.I.W.M. Ductile Iron Water Main Elev. Elevation Enr. Enoachoes Ex. Existing F.F. Finished Floor 	<ul style="list-style-type: none"> L.C.A. Limited Common Area Meas./M. Measured MH Manhole Obs. Observed Page P.P.N. Permanent Parcel Number Plg. Property Line Record R. Record R/W Right-of-way San. Sanitary S.F. Square Feet Sublot Stm. Storm T.B.M. Temporary Bench Mark TBR To Be Removed Tele. Telephone Vol. Volume Wat. Water
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PLAN REVISIONS:
3/16/2025
ZONING REVISIONS

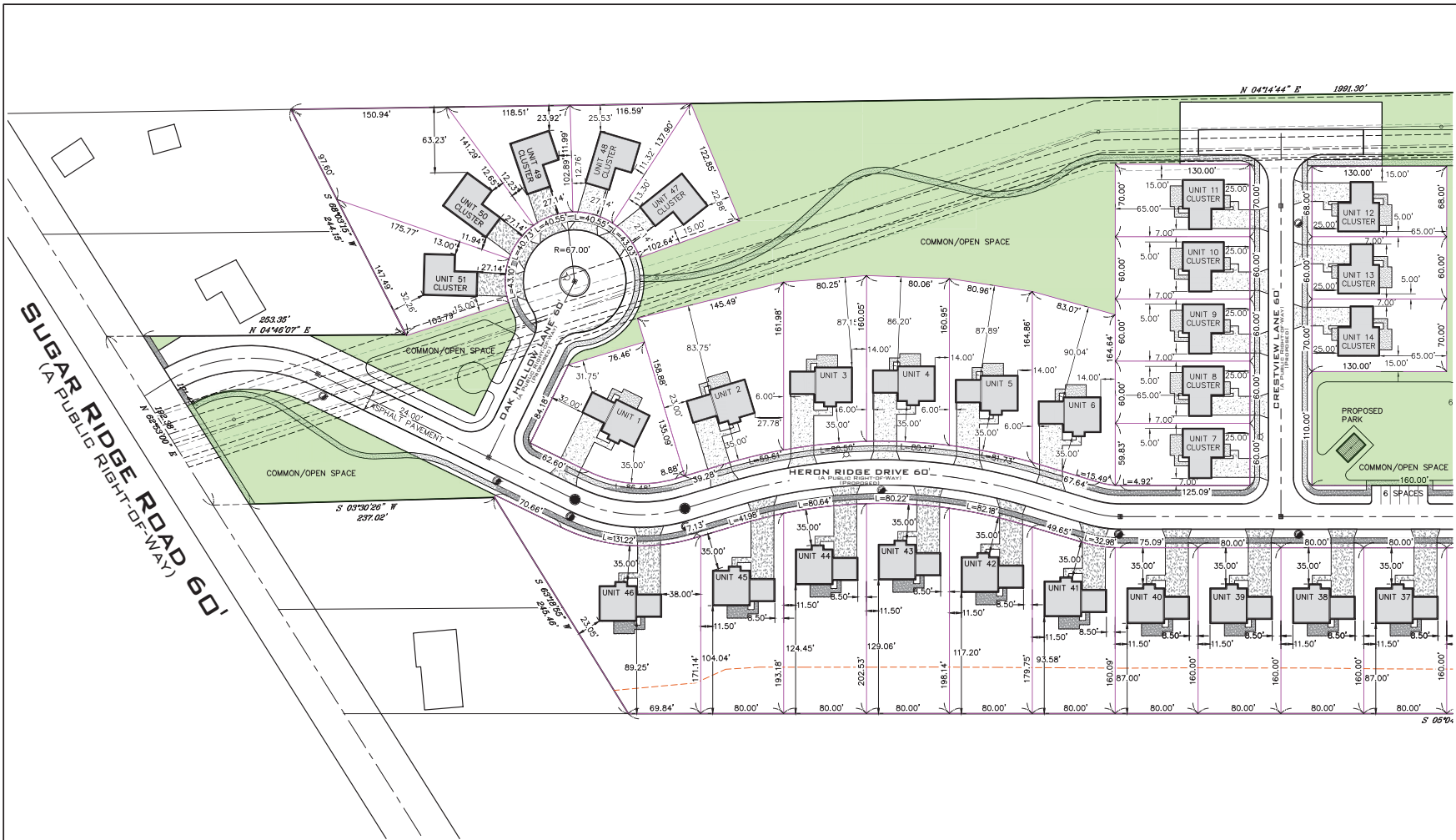
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HERON RIDGE
S1-UNIT RESIDENTIAL DEVELOPMENT
NORTH RIDGEVILLE, OHIO
DETAILED SITE PLAN

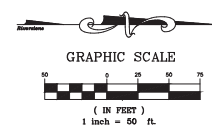
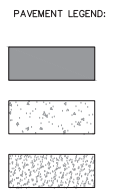
OGPUPS
Ohio's Green Protection Service
before you go
No. 02 & San Public Underground Utilities Scale
Call (614) 755-3861 or 811

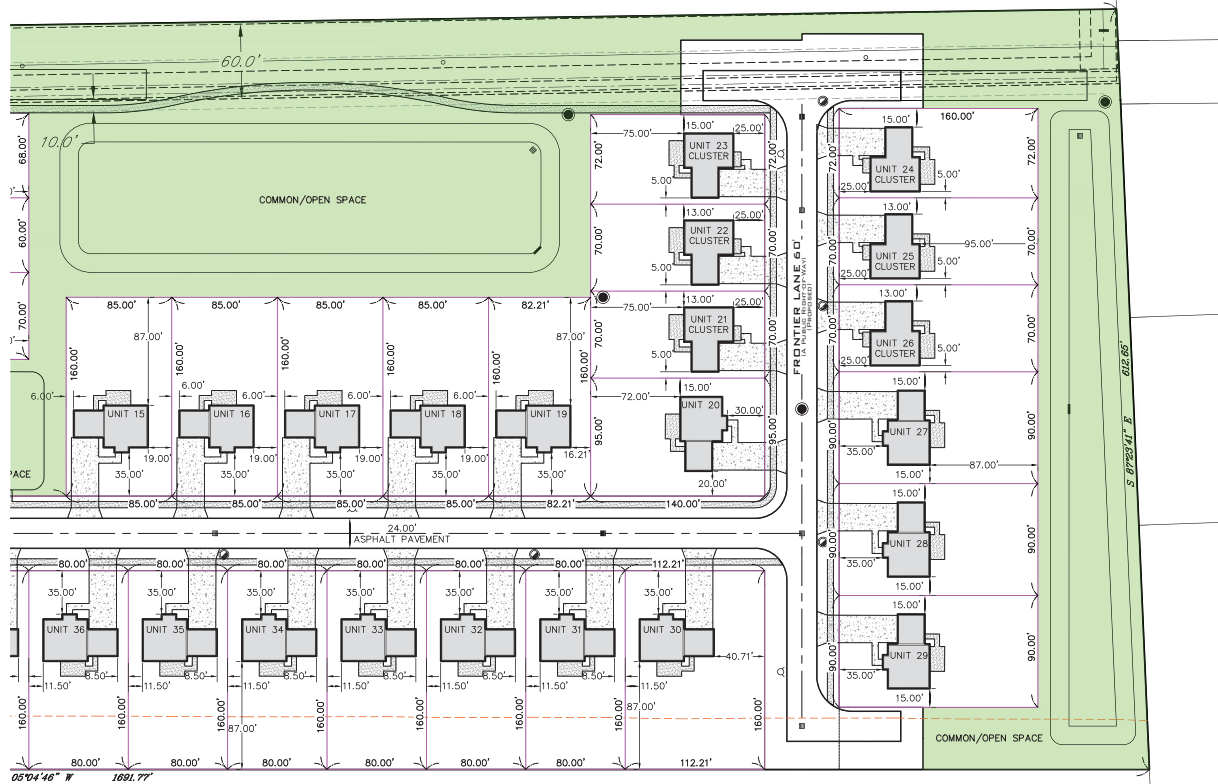
C3.02



LEGEND

<ul style="list-style-type: none"> □ = Monument Box Found ○ = Iron Pin or Pipe Found ● = 5/8" Iron Pin, Sat and Capped Riverstone Company PS 8740 ⊕ = F.K. Nail ⊙ = Gas Meter ⊕ = Gas Valve ⊕ = Utility Pole ⊕ = Light Pole ⊕ = Guy Anchor & Line ⊕ = Telephone Pole ⊕ = Electric Box ⊕ = Cable Box ⊕ = Bollard 	<ul style="list-style-type: none"> ⊕ = Spot Elevation Tag ⊕ = Hydrant ⊕ = Water Service Valve ⊕ = Water Valve ⊕ = Water Meter ⊕ = Reducer ⊕ = Storm Manhole ⊕ = Sanitary Manhole ⊕ = Catch Basin ⊕ = Catch Basin ⊕ = Round Curb Inlet ⊕ = Cleanout/Flush Tee 	<ul style="list-style-type: none"> — = Eo. Parcel Line — = Original Sublot Line — = Original Lot Line — = Centerline — = Property Line — = Right-of-Way Line — = Easement Line — = Railroad Tracks — = Electric Line — = Gas Line — = Sanitary/Combination Sewer — = Storm Sewer — = Waterline — = Fence Line (Wooden) — = Fence Line (Chain-Link) — = Guardrail 	<ul style="list-style-type: none"> Ac. = Acres Adj. = Adjacent Asp. = Asphalt B.F. = Basement Floor Cal. = Cal. / C. CB = Catch Basin C.C.M.R. = Cuyahoga County Map Records Cent. = Centerline Ch. = Chain-Link Fence Cl. = Clear Conn. = Connection Dr. = Drill Hole D.I.W.M. = Ductile Iron Water Main E.W. = Electric Enr. = Easement Ex. = Easement F.F. = Finished Floor 	<ul style="list-style-type: none"> L.C.A. = Limited Common Area Meas./M. = Measured MH = Manhole Obs. = Observed Page = Page P.P.N. = Permanent Parcel Number Prop. = Property Line Rec./R. = Record R/W = Right-of-Way San. = Sanitary S.F. = Square Feet Subst. = Sublot Stm. = Storm T.B.M. = Temporary Bench Mark TBR = To Be Removed Tele. = Telephone T.F. = Top Footer Vol. = Volume Wat. = Water
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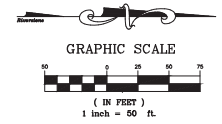
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LEGEND

<ul style="list-style-type: none"> ■ = Monument Box Found ○ = Iron Pin or Pipe Found ● = 5/8" Iron Pin Set and Capped Riverstone Company PS 8740 + = F.K. Nail ⊕ = Gas Meter △ = Gas Valve ⚡ = Utility Pole ⊕ = Light Pole ⊕ = Guy Anchor & Line ⊕ = Telephone Box ⊕ = Electric Box ⊕ = Cable Box ⊕ = Bollard 	<ul style="list-style-type: none"> ○ = Spot Elevation Tag ⊕ = Hydrant ⊕ = Water Service Valve ⊕ = Water Meter ⊕ = Resistor ⊕ = Water Meter ⊕ = Storm Manhole ⊕ = Sanitary Manhole ⊕ = Catch Basin ⊕ = Catch Basin ⊕ = Round Curb Inlet ⊕ = Cleanout/Teest Tee 	<ul style="list-style-type: none"> — = Pt. Parcel Line — = Original Sublot Line — = Original Lot Line — = Centerline — = Property Line — = Right-of-Way Line — = Easement Line — = Railroad Tracks — = Electric Line — = Gas Line — = Sanitary/Combination Sewer — = Storm Sewer — = Waterline — = Fence Line (Wooden) — = Fence Line (Chain-Link) — = Guardrail 	<ul style="list-style-type: none"> Ac. = Acres Adj. = Adjacent Asp. = Asphalt B.F. = Basement Floor Calc./C. = Calculated CB = Catch Basin CC.M.R. = Cuyahoga County Map Records Cen. = Centerline Ch.I.F. = Chain-link Fence Clr. = Cleared Conn. = Concrete Connection D.H. = Drill Hole D.I.W.M. = Ductile Iron Water Main E.W. = Electric Enr. = Easement Ex. = Existing F.F. = Finished Floor 	<ul style="list-style-type: none"> L.C.A. = Limited Common Area Meas./M. = Measured MH = Manhole Obs. = Observed Page = Page P.P.N. = Permanent Parcel Number Pl. = Property Line Rec./R. = Record R/W = Right-of-way San. = Sanitary S.F. = Square Feet Sublot = Sublot Stm. = Storm T.B.M. = Temporary Bench Mark To Be Removed = To Be Removed Tele. = Telephone T.F. = Top Footer Vol. = Volume Wat. = Water
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PAVEMENT LEGEND:

	ASPHALT PAVEMENT
	REINFORCED CONCRETE PAVEMENT
	CONCRETE WALKS



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ZONING REVISIONS

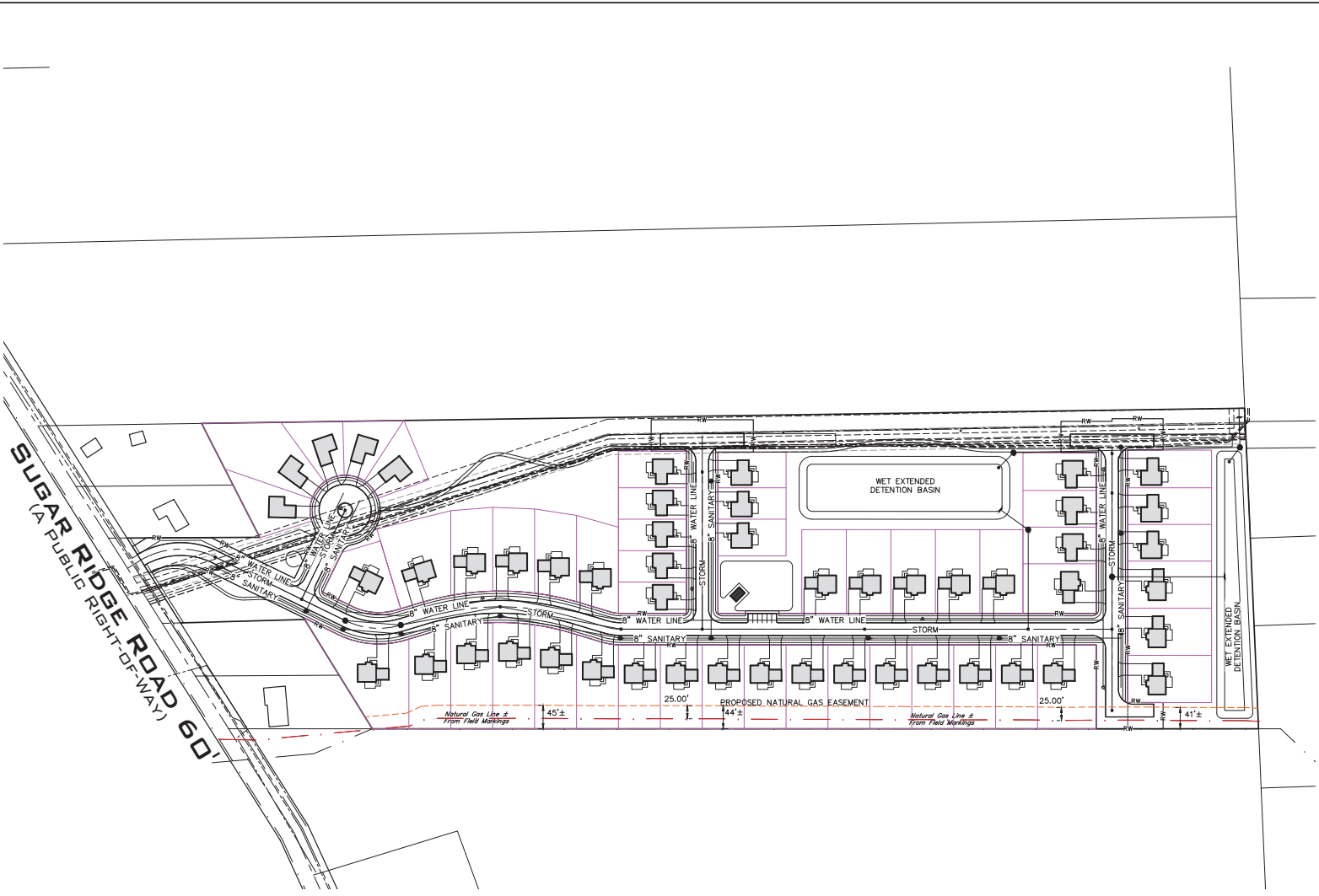
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HERON RIDGE
S1-UNIT RESIDENTIAL DEVELOPMENT
NORTH RIDGEVILLE, OHIO
DETAILED SITE PLAN

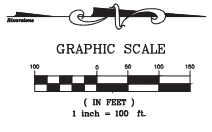
OGPUPS
Ohio Green Protection Service
before you
OGPUPS
Ohio Green Protection Service
before you

C3.03



LEGEND

<ul style="list-style-type: none"> □ = Monument Box Found ○ = Iron Pin or Pipe Found ● = 5/8" Iron Pin Set and Capped Riverstone Company PS 8740 ⊕ = F.K. Nail ⊙ = Gas Meter ⊕ = Gas Valve ⊕ = Utility Pole ⊕ = Light Pole ⊕ = Guy Anchor & Line ⊕ = Telephone Box ⊕ = Electric Box ⊕ = Cable Box ⊕ = Bollard 	<ul style="list-style-type: none"> ⊕ = Spot Elevation Tag ⊕ = Hydrant ⊕ = Water Service Valve ⊕ = Water Valve ⊕ = Water Meter ⊕ = Reducer ⊕ = Storm Manhole ⊕ = Sanitary Manhole ⊕ = Catch Inlet ⊕ = Catch Basin ⊕ = Round Curb Inlet ⊕ = Cleanout/Teest Tee 	<ul style="list-style-type: none"> — = Eo. Parcel Line — = Original Sublot Line — = Original Lot Line — = Centerline — = Property Line — = Right-of-way Line — = Easement Line — = Railroad Tracks — = Electric Line — = Gas Line — = Sanitary/Combination Sewer — = Storm Sewer — = Waterline — = Fence Line (Wooden) — = Fence Line (Chain-Link) — = Guardrail 	<ul style="list-style-type: none"> Ac. = Acres Adj. = Adjacent App. = Asphalt B.F. = Basement Floor Cal./C. = Calculated CB = Catch Basin C.C.M.R. = Cuyahoga County Map Records Cent. = Centres Ch./L.F. = Chain-link Fence Clr. = Clears Conn. = Connection Conc. = Concrete D.I.W.M. = Ductile Iron Water Main Dr. = Drill Hole Elev. = Elevation Enr. = Easements Ex. = Existing F.F. = Finished Floor 	<ul style="list-style-type: none"> L.C.A. = Limited Common Area Meas./M. = Measured MH = Manhole Obs. = Observed Obs. = Observed P.P.N. = Permanent Parcel Number Plg. = Pipe R. = Record Rec./R. = Record R/W = Right-of-way Son. = Sanitary S.F. = Square Feet S/L = Sublot Stm. = Storm T.B.M. = Temporary Bench Mark TBR = To Be Removed Tele. = Telephone T.F. = Top Footer Vol. = Volume Wat. = Water
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PLAN REVISIONS:
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ZONING REVISIONS

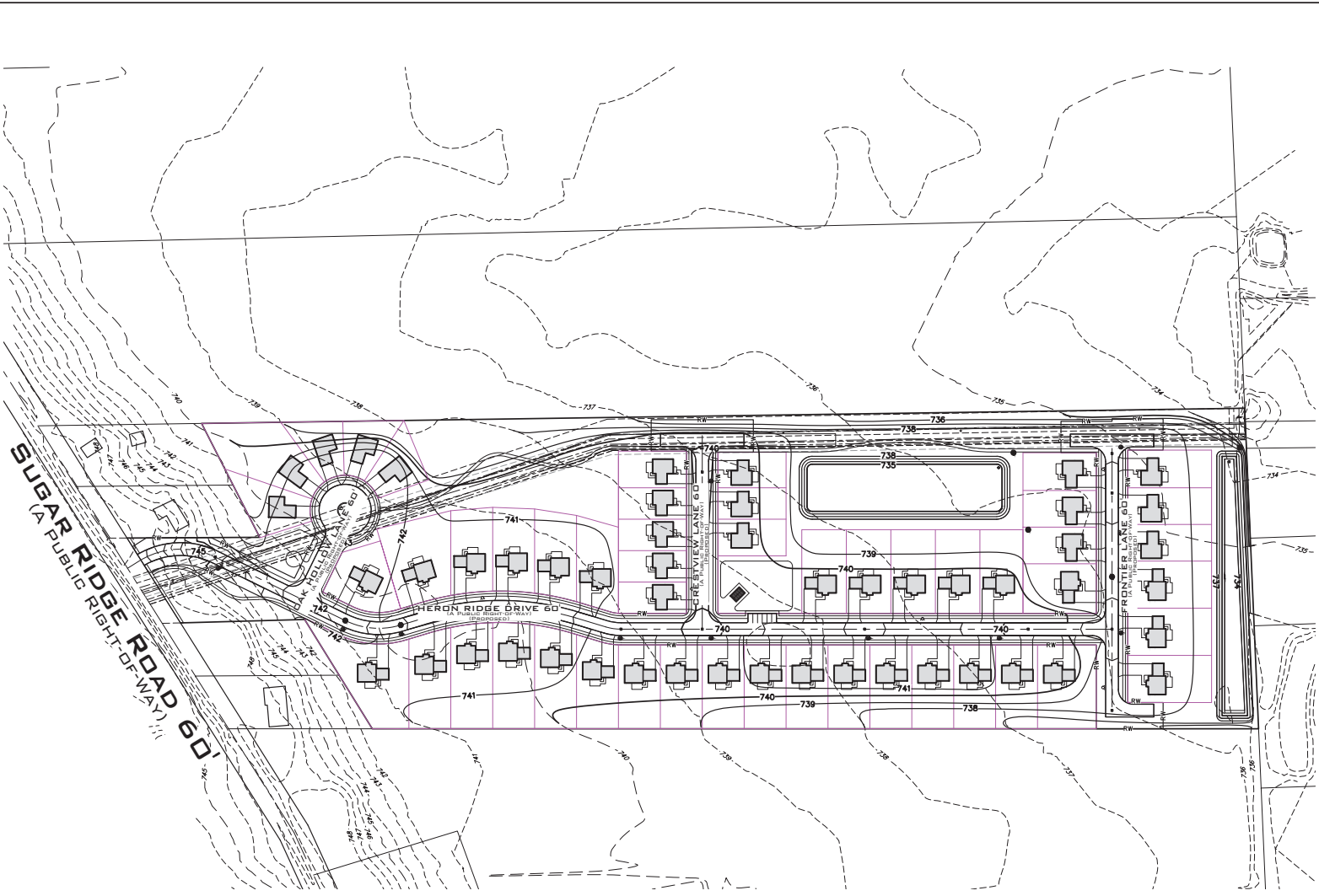
PAGE REVISIONS:

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HERON RIDGE
S1-UNIT RESIDENTIAL DEVELOPMENT
NORTH RIDGEVILLE, OHIO
UTILITY PLAN

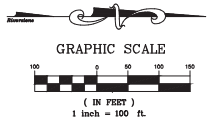


C4.01



LEGEND

<ul style="list-style-type: none"> Monument Box Found Iron Pin or Pipe Found 5/8" Iron Pin Set and Capped Riverstone Company PS B740 F.K. Nail Gas Meter Gas Valve Utility Pole Light Pole Guy Anchor & Line Telephone Box Electric Box Cable Box Bollard 	<ul style="list-style-type: none"> Spot Elevation Tag Hydrant Water Service Valve Water Valve Water Meter Reducer Storm Manhole Sanitary Manhole Curb Inlet Catch Basin Round Curb Inlet Cleanout/Teest Tee 	<ul style="list-style-type: none"> Partial Line Original Sublot Line Original Lot Line Centerline Property Line Right-of-way Line Easement Line Railroad Tracks Electric Line Gas Line Sanitary/Combination Sewer Storm Sewer Waterline Fence Line (Wooden) Fence Line (Chain-Link) Guardrail 	<ul style="list-style-type: none"> R/W 	<ul style="list-style-type: none"> Ac. Adj. Asp. B.F. Basement Floor Calc./C. CB Catch Basin Consolidated C.C.M.R. Cuyahoga County Map Records Centre Chain-link Fence Clr. Cleas Conn. Concrete Connection D.H. Drill Hole D.I.W.M. Ductile Iron Water Main Elev. Electric Enr. Encroaches Ex. Existing F.F. Finished Floor 	<ul style="list-style-type: none"> L.C.A. Limited Common Area Meas./M. Measured MH Manhole Obs. Observed Pipe Permanent Parcel Number P.P.N. Property Line Record Rec./R. Right-of-way R/W Sanitary S.F. Square Feet Sublot Storm T.B.M. Temporary Bench Mark TBR To Be Removed Telephone T.F. Top Footer Vol. Volume Wat. Water
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HERON RIDGE
51-UNIT RESIDENTIAL DEVELOPMENT
NORTH RIDGEVILLE, OHIO
GRADING PLAN

City Utilities Protection Service
City
before you
OGPUPS
Ohio Oil & Gas Pipeline Unauthorized Surface Use
Call (614) 755-3863 or 811

C5.01

Landowner Authorization Letter

City of North Ridgeville, Ohio

December 3rd, 2025

City of North Ridgeville

Planning & Zoning / Building Department

7307 Avon Belden Rd.

North Ridgeville, OH 44039

Re: Landowner Authorization – Zoning, Planning, and Related Applications

Owner/Seller: Joe Ternes

Buyer/Applicant: Sommers Development Group, LLC

Subject Property: Sugar Ridge Rd, North Ridgeville, Ohio 44039, PPN: 0700047000046

Dear Planning Commission and Administration,

The undersigned Owner, Joe Ternes (“Owner”), hereby authorizes Sommers Development Group, LLC (“Applicant”) to act on Owner’s behalf solely for the purpose of preparing, filing, and pursuing all applications and submittals necessary to obtain municipal approvals for the above-referenced property in the City of North Ridgeville, Ohio.

This authorization expressly includes, without limitation: pre-application conferences; zoning map or text amendments; rezoning; conditional use approvals; site plan review; subdivision/plat approvals and lot consolidations/splits; variances; architectural/landscape review; right-of-way, grading, stormwater, and utility permits; building, engineering, and occupancy permits; and any related administrative actions or appeals before City staff, the Planning Commission, the Board of Zoning Appeals, and City Council.

Owner authorizes the Applicant and its consultants to submit and sign application forms and supporting documents; to communicate with City staff and officials; to attend and speak at public meetings and hearings; to pay applicable fees; and to provide additional information or revisions as may be requested by the City during its review.

Owner also grants permission for the Applicant (and its licensed consultants, surveyors, and contractors) to access the property, at reasonable times and with reasonable notice to Owner, for customary due-diligence activities (including but not limited to surveying, testing, and analysis) necessary to support the applications and reviews described above.

This landowner authorization letter shall be in effect starting on November 1st, 2025 through August 1st, 2026.

Sincerely,

OWNER/SELLER:

Joe Ternes

By: 
Joe Ternes (Dec 3, 2015 18:22:46 EST)

Name: Joe Ternes

Title: Owner

Date: 12/03/25






Landowner_Authorization Ternes North Ridgeville R12325

Final Audit Report

2025-12-03

Created:	2025-12-03
By:	Richard Sommers (info@sommersrealestate.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAonCh2caz0pm3ScbBUFqEIKKCA1yG3rIB

"Landowner_Authorization Ternes North Ridgeville R12325" History

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-  Document emailed to Joe Ternes (jternes66@gmail.com) for signature
2025-12-03 - 1:45:32 PM GMT
-  Email viewed by Joe Ternes (jternes66@gmail.com)
2025-12-03 - 1:58:51 PM GMT- IP address: 172.226.87.39
-  Document e-signed by Joe Ternes (jternes66@gmail.com)
Signature Date: 2025-12-03 - 11:22:46 PM GMT - Time Source: server- IP address: 24.101.12.99
-  Agreement completed.
2025-12-03 - 11:22:46 PM GMT

Heron Ridge Subdivision

Sugar Ridge Road
North Ridgeville, Ohio 44039

Prepared for:

Sommers Development Group, LLC
PO Box 1102
Chardon, Ohio 44024

Trip Generation Analysis

9/29/2025



LAND SURVEYING • ENGINEERING • DESIGN

3800 LAKESIDE AVENUE - SUITE 100
CLEVELAND, OHIO 44114
PHONE: (216)491-2000 FAX: (216)491-9640
WWW.RIVERSTONESURVEY.COM

Trip Generation Analysis

The purpose of this Trip Generation Analysis for the proposed **Heron Ridge Subdivision** is to estimate the additional traffic that will be generated by the proposed development. The **Heron Ridge Subdivision** will be located along Sugar Ridge Road east of its crossing with Interstate-480 in the city of North Ridgeville, Ohio. The location map can be seen in the attached **Figure 1** and a site plan can be seen in **Figure 2**.

The calculation of future traffic requires an estimation of traffic the development will generate after construction. The most widely accepted method of estimating the amount of traffic that a proposed development will generate is to compare the proposed site with existing facilities of the same use. This estimate is typically expressed as a trip rate. To estimate traffic for the proposed **Heron Ridge Subdivision** development, a trip rate was calculated using data and procedures found in the Institute of Transportation Engineers (ITE) “Trip Generation” Manual, Eleventh Edition.

The trip generation analysis for the proposed **Heron Ridge Subdivision** utilized the **ITE Land Use 210 (Single-Family Detached Housing)**. A copy of the trip generation worksheets for the proposed development can be seen in the attached **Figures 3 & 4**. The analysis for the **Heron Ridge Subdivision** is based upon a **regression analysis of the number of trips per dwelling unit** in the proposed development.

ITE Trip Generation		Dwelling Units	Trip Ends			
ITE Code	Description		Weekday AM Peak Hour of Generator		Weekday PM Peak Hour of Generator	
			Enter	Exit	Enter	Exit
210	Single-Family Detached Housing	51	11	32	36	20
Total Trips for Developed Area			43		56	

Table 1. shows the estimated trip ends for proposed development.

Index of Figures

- 1. Location Map**
- 2. Site Plan**
- 3. ITE Land Use 210 AM Peak Hour Worksheet**
- 4. ITE Land Use 210 PM Peak Hour Worksheet**

Preliminary
Not for
Construction

RIVERSTONE
LAND SURVEYING - ENGINEERING - DESIGN
3100 CLEVELAND AVENUE, SUITE 44114
COLUMBUS, OHIO 43261
PHONE: (614) 762-1000
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2025-314

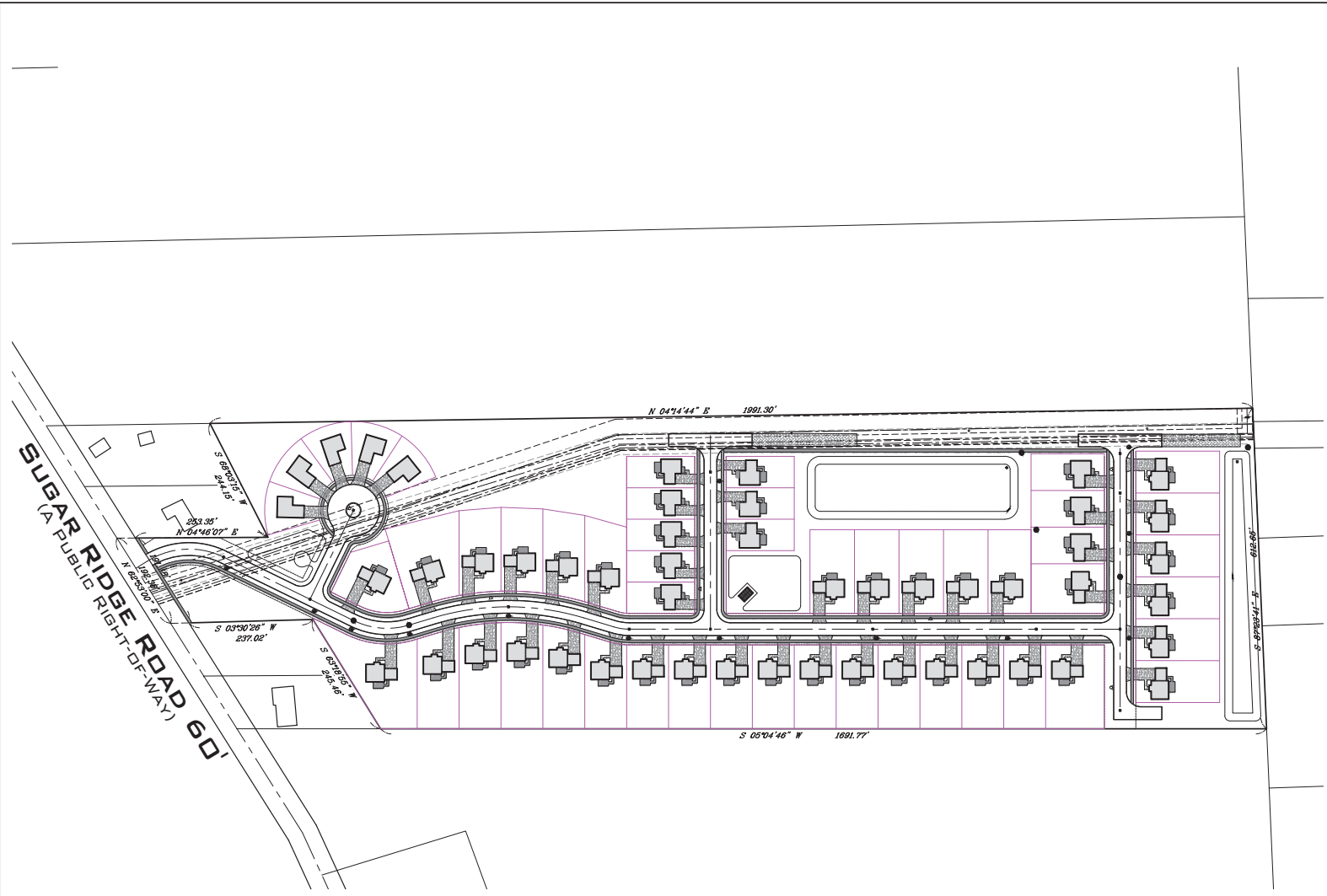
PLAN REVISIONS:

PAGE REVISIONS:

ISSUED FOR:

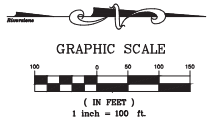
DATE
NDT FOR CONSTRUCTION

HERON RIDGE
S1-UNIT RESIDENTIAL DEVELOPMENT
NORTH RIDGEVILLE, OHIO
SITE PLAN



LEGEND

<ul style="list-style-type: none"> Monument Box Found Iron Pin or Pipe Found 5/8" Iron Pin Set and Capped Riverstone Company PS 8740 F.K. Nail Gas Meter Gas Valve Utility Pole Light Pole Guy Anchor & Line Telephone Box Electric Box Cable Box Spot Elevation Tag Hydrant Water Service Valve Water Valve Water Meter Reducer Storm Manhole Sanitary Manhole Curb Inlet Catch Basin Round Curb Inlet Cleanout/Flush Tee 	<ul style="list-style-type: none"> Partial Line Original Sublot Line Original Lot Line Centerline Property Line Right-of-way Line Easement Line Railroad Tracks Electric Line Gas Line Sanitary/Combination Sewer Storm Sewer Waterline Fence Line (Wooden) Fence Line (Chain-Link) Guardrail 	<ul style="list-style-type: none"> Acres Adj. Adjacent Asp. Asphalt B.F. Basement Floor Calc./C. Calculated CB Catch Basin C.C.M.R. Cuyahoga County Map Records Centerline Chain-link Fence Clr. Clear Conn. Connection D.H. Drill Hole D.I.W.M. Ductile Iron Water Main Elev. Elevation Enr. Encroaches Ex. Existing F.F. Finished Floor L.C.A. Limited Common Area Meas./M. Measured MH Manhole Obs. Observed Page P.P.N. Permanent Parcel Number Pl. Property Line Rec./R. Record R/W Right-of-way San. Sanitary S.F. Square Feet Sublot Stm. Storm T.B.M. Temporary Bench Mark TBR To Be Removed Tele. Telephone Vol. Volume Wat. Water
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C3.01

Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 169

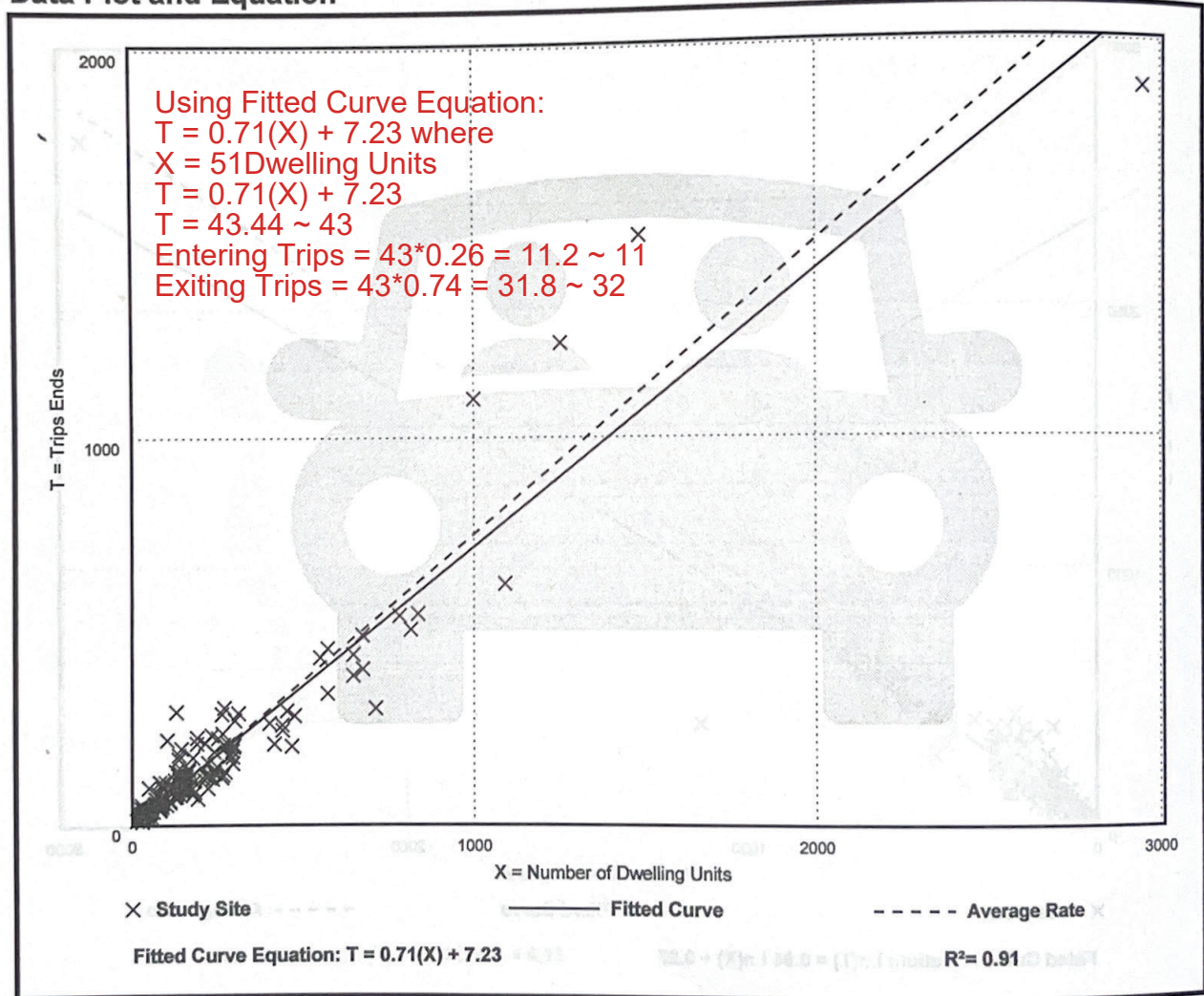
Avg. Num. of Dwelling Units: 217

Directional Distribution: 26% entering, 74% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.75	0.34 - 2.27	0.25

Data Plot and Equation



Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,
PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Number of Studies: 178

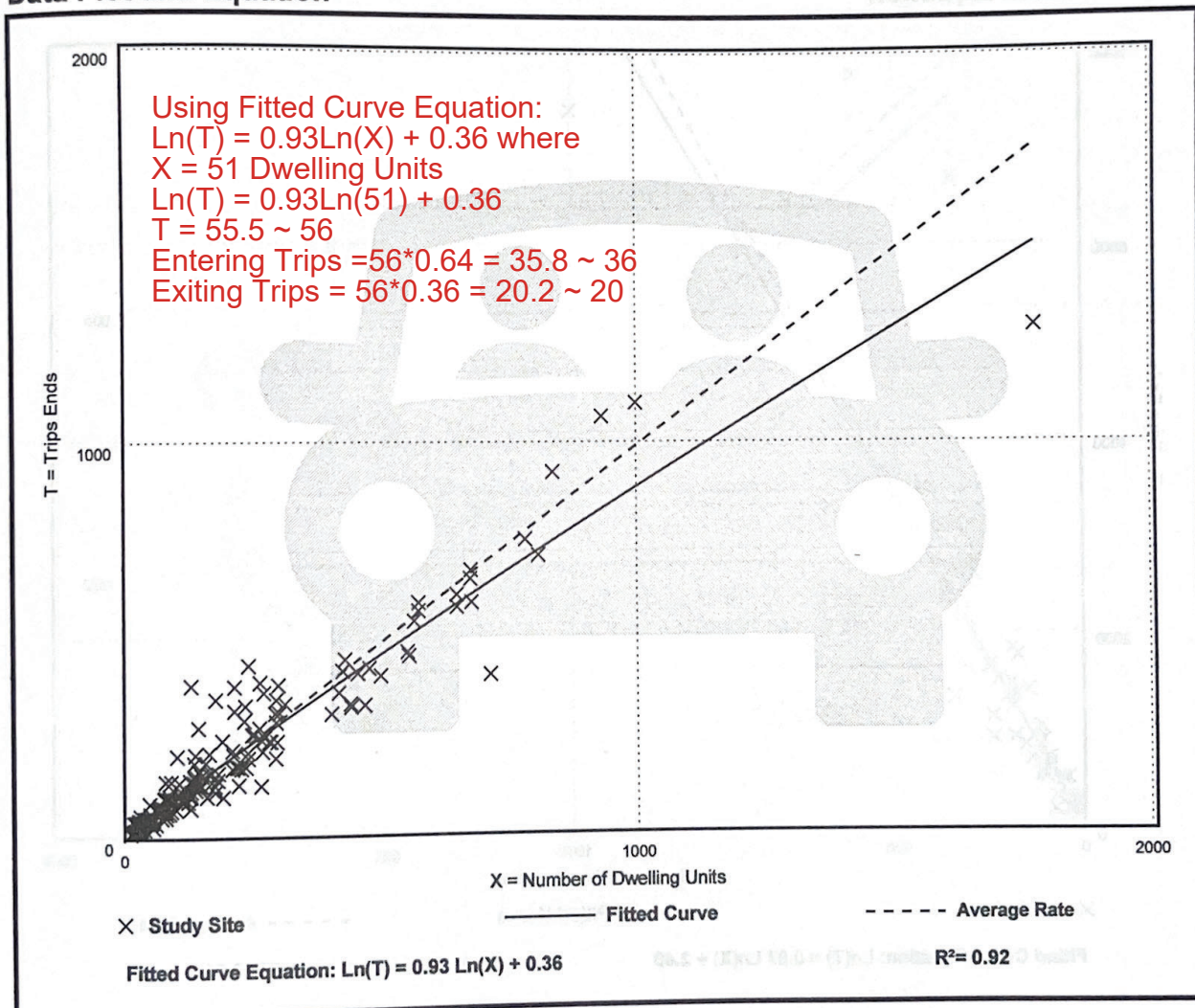
Avg. Num. of Dwelling Units: 203

Directional Distribution: 64% entering, 36% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.99	0.49 - 2.98	0.28

Data Plot and Equation



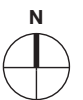
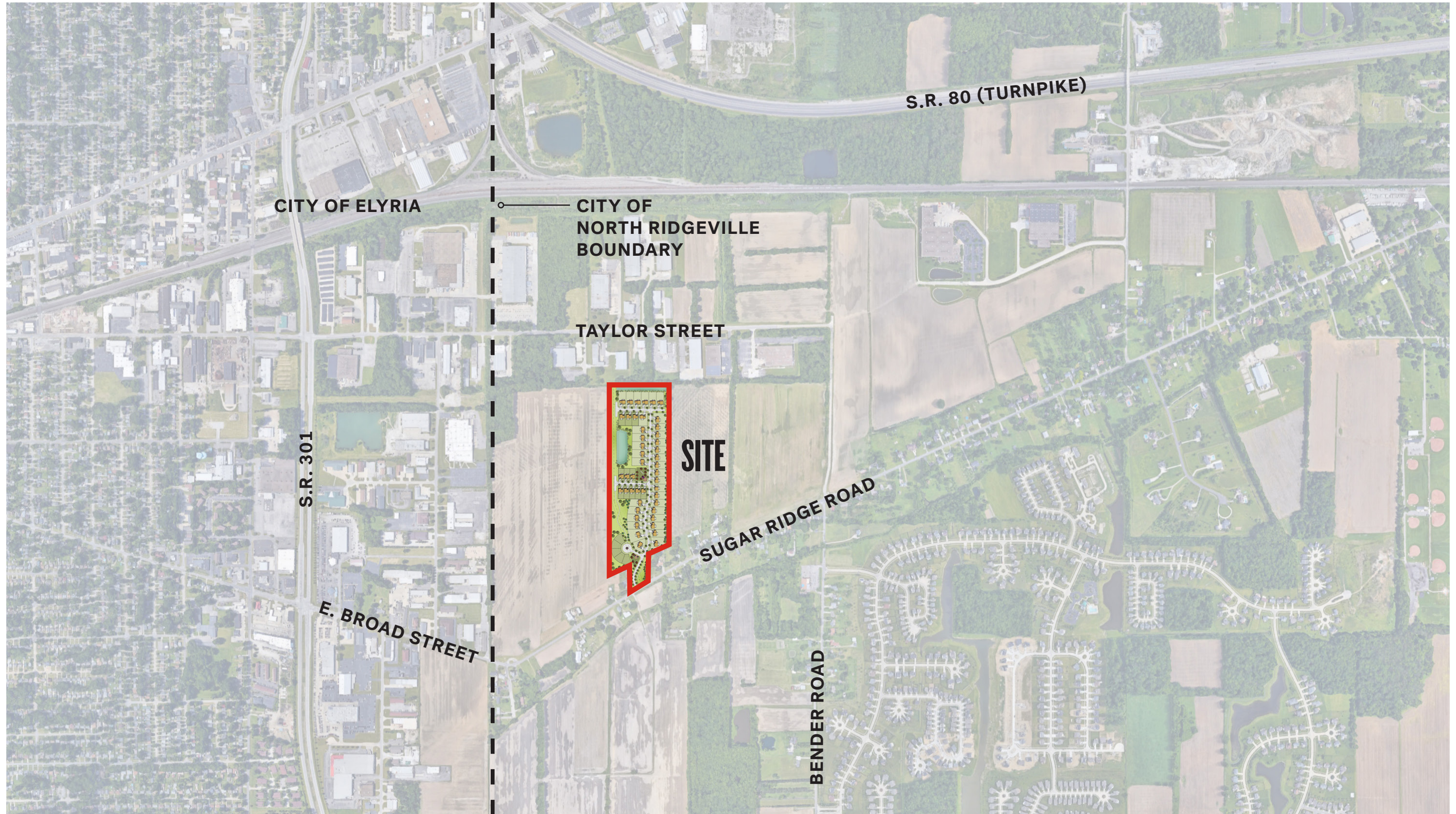
vocon.

MASTERPLAN CONCEPT

AUGUST 11 2025

**SOMMERS DEVELOPMENT
SUGAR RIDGE ROAD - NORTH RIDGEVILLE**

LOCATION MAP



MASTERPLAN CONCEPT

51 HOMES TOTAL

(35) SINGLE-FAMILY LOTS
(16) CLUSTER LOTS

27.3 ACRE SITE
1.9 DU/ ACRE GROSS
REQUIRED OPEN SPACE = 5.4 AC
PROVIDED OPEN SPACE = 6.0 AC



vocon.

**LET YOUR
SPACES SPEAK.**

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

OF

HERON RIDGE SUBDIVISION

CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO

**Heron Ridge Development LLC
An Ohio limited liability company
BOX 1102
CHARDON, OHIO 44024**

This Instrument Prepared By:

Heron Ridge Development LLC

**HERON RIDGE HOMEOWNERS’
ASSOCIATION, INC.**

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

**HERON RIDGE SUBDIVISION, NORTH RIDGEVILLE,
LORAIN COUNTY, OHIO**

THIS DECLARATION, (the “**Declaration**”) made this ____ day of _____, 2023, by and between HERON RIDGE DEVELOPMENT LLC, an Ohio limited liability company (hereinafter referred to as “**Declarant**”), and HERON RIDGE 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 27.03 acres situated along Sugar Ridge Roads in North Ridgeville, Lorain County, Ohio consisting of Sublots 1 through 51, 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) fifty-one (51) 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 **HERON RIDGE 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:

- EXHIBIT "A": A legal description of the Property
- EXHIBIT "B": Site Plan
- EXHIBIT "C": Form Certificate of Compliance (See 7.27 of this Declaration)
- EXHIBIT "D": Code of Regulations (Bylaws) of Heron Ridge 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**". Heron Ridge 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"**. Heron Ridge Development 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 Heron Ridge 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 and 12' in height. Sheds must be placed behind the rear of the home. Sheds must be wood painted to match the house color or vinyl sided and asphalt shingle or metal roof similar to the roof color. 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 of any kind shall be permitted. Any fences must be white PVC or wrought iron type fencing.. 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 10:00 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 "Heron Ridge"

No Person shall use the name “Heron Ridge” or any derivative thereof in any printed or promotional material without the prior written consent of Declarant. However, Owners may use the name "Heron Ridge" 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

The builder will provide a basic landscaping package including grass planting. Any changes to the Landscaping Plan (or layout of the landscaping in general) by the Owner or any subsequent Owner must be approved by the Design Review Committee.

Each owner shall be responsible to maintain beds in a weed free condition and mow their grass. In the event an Owner does maintain their Lot, then the Association shall have the right to enter upon such Sublot and maintain 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 Heron Ridge 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 SUBLLOT), BY ACCEPTING AN INTEREST IN OR TITLE TO A SUBLLOT, 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, SUBLLOT, OR ANY IMPROVEMENT ON SUCH OWNER’S SUBLLOT (OTHER THAN COMMON AREAS ON ONE OR MORE SUBLLOTS), 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 SUBLLOT), BY ACCEPTING AN INTEREST IN OR TITLE TO A SUBLLOT, 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]

HERON RIDGE DEVELOPMENT LLC

By: _____
Gregory C. Sommers, Member

STATE OF OHIO)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, 2023 by Gregory C. Sommers, Member of Heron Ridge Development LLC, an Ohio limited liability company, on behalf of the limited liability company.

Notary Public

Prepared By:

Heron Ridge Development LLC
PO 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 HERON RIDGE SUBDIVISION
NORTH RIDGEVILLE, LORAIN COUNTY, OHIO**

Heron Ridge Homeowners' Association, Inc., a non-profit Ohio corporation (the "**Association**"), created to govern, operate, control and administer the "Areas of Common Responsibility" for Heron Ridge Subdivision, North Ridgeville, Lorain County, Ohio ("Heron Ridge") and to supervise and enforce the Declaration of Covenants, Conditions, Easements and Restrictions for Heron Ridge (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.

**HERON RIDGE HOMEOWNERS'
ASSOCIATION, INC.**

By: _____

Date: _____, 20

EXHIBIT “D”

CODE OF REGULATIONS (BYLAWS)
OF
HERON RIDGE HOMEOWNERS’ ASSOCIATION, INC.,
A Non-Profit Ohio Corporation

CODE OF REGULATIONS (BYLAWS)
OF
HERON RIDGE HOMEOWNERS' ASSOCIATION, INC.

Article I
Name, Principal Office, and Definitions

Name. The name of the Association is HERON RIDGE 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 Heron Ridge 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.

HERON RIDGE 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 HERON RIDGE 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:
HERON RIDGE DEVELOPMENT LLC
BOX 1102
CHARDON, OH 44024

Record Report for Minor Subdivision / Property Split #SPLT-26-0001

Record Overview

Record Number: SPLT-26-0001
Record Type: Minor Subdivision / Property Split
Record Status: Submitted
Record Submitted At: Friday March 20, 2026
Record Address: BECKETT PKWY, NORTH RIDGEVILLE, OH 44039
Record Owner: Tina Wieber
Record Applicant: Kenny McCartney

Form Submission

Pre-Application Meeting Record Number:
PRE-AP-26-0003 | Kenny McCartney | 3/20/26

Address:
0700038000334

Building or Unit Number: -

Applicant:
Kenny McCartney
52 N. Diamond St.
Mansfield, OH 44902
krmccartney@kemccartney.com, (419) 525-0093


Is applicant the property owner?: No

Property Owner:
Kevin Beckett
38251 Center Ridge Rd.
North Ridgeville, OH 44039
kbeckett@beckettcorp.com, (440) 327-1060

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.:

Yes

Signature:



Signed in GovWell: Friday March 20, 2026, 10:52am

Generated Documents

No documents generated

APPROVED
APR 14 2026


Chairman

4.14.26
Date

Staff Meeting Bulletin

Meeting Date:	March 31, 2026
Project:	R.W. Beckett Corporation Property Split
Applicant:	Kenny McCartney, K.E. McCarney & Associates, Inc., 52 N Diamond St, Mansfield, OH 44902
Zoning:	I-2 Light Industrial District & I-3 Heavy Industrial District
In Attendance:	Kim Lieber, Planning & Development Director Christina Eavenson, City Engineer Toni Morgan, Assistant Law Director Guy Fursdon, Chief Building Official John Reese, Fire Chief Mike Uhnak, Assistant Fire Chief Kenny McCartney, K.E. McCartney & Associates Kevin Beckett, Property Owner Ken Harp, Beckett Thermal Solutions

Project Introduction

- Kenny stated that the parcel would be split into four lots plus the remainder. He explained that existing ditches on the site would have easements running along them. In addition, an extension would be added to the ingress/egress easement along the vacated Taylor Woods Industrial Parkway to provide access to the parcels at the rear of the property.
- Ken stated that he was representing Beckett Thermal Solutions and that the plan to divide the property into four parcels was part of their acquisition of the land from R.W. Beckett. He explained that, as the property is developed, it would be more practical for it to consist of separate parcels. He also noted that they had accepted fill from the Gerber project, some of which is already stored on-site, and have used it to build up a pad for a future building, designated as Parcel D. He added that once plans for the building are finalized, they will be submitted for permitting.

Staff Comments

- Kim explained that dividing property was not eligible for administrative approval if there were new streets or easements and would need to go before Planning Commission.
- Christina asked what was originally platted as a right-of-way but was an ordinance to vacate, if the instrument was recorded because she wasn't able to find it on the county's site. Kenny stated that it was. He said that he had it saved in their records. Christina asked if he would send her a copy.
- Christina asked whether the access easement followed the first 1,200 feet and if the intent was to extend it along the alignment of the proposed parcel splits for the outparcels. Ken confirmed that this was correct. Christina then noted that, on the original plat, a utility easement followed the originally intended roadway alignment, but she did not believe there were any utilities within the curved portion and asked for confirmation.
- Ken responded that there had been some discussion about potentially redirecting the driveway in the future, but no decisions had been made, and it did not make sense to vacate the easement at this time. He added that there was no immediate plan to vacate it and that any changes would only occur if required by future building development. Their goal, he emphasized, is to avoid relocating existing utilities and easements.

- Christina stated that a nearby resident had inquired about the drainage easement and wanted to confirm whether it extended onto their property or if a different easement applied. She noted that there did not appear to be any encroachments onto that property.
- Kenny explained that the ditch does run along the residents' rear property line but is fully contained within their parcels. Christina asked for confirmation that it was entirely on their side, and Kenny confirmed that it was. She then asked whether the purpose of the drainage easement was to allow for the acceptance and management of flow within the ditch. Kenny stated that this was correct, explaining that it allows for maintenance and any necessary work on the ditch up to the point where it enters private property.
- Christina also asked whether another easement served a similar purpose by collecting rear drainage in that area, and Kenny confirmed that it did.
- Guy asked whether there were plans to extend the street to Bender Road at this time. Ken stated that there were not. Kenny explained that the intent is to terminate the driveway at the eastern boundary of Parcel D, ensuring that Parcel D has access.
- Guy then confirmed that the road would not extend through to Bender Road and that there would be no direct access from Bender Road into Beckett Parkway. Kenny confirmed this. He added that Parcels B and C would have access from Bender Road, but Parcel D would only be accessible via the driveway easement.
- Kim noted that Parcels B and C would be served from Taylor Woods Industrial Parkway and Bender Road only, and Kenny confirmed that this was correct. Guy also asked whether Beckett Parkway would remain a private road, and Kenny confirmed that it would.

Next Steps

- The Planning Commission meeting will be April 14, 2026.



LEGAL DESCRIPTION

PARCEL "A"

Situated in the City of North Ridgeville, County of Lorain, State of Ohio, being a part of Original Ridgeville Township Lot No. 38, being part of the land conveyed to R.W. Becket Corporation containing 93.0902 acres as recorded in Instrument No. 20120412248 of the Lorain County Recorder's records and being more particularly described as follows:

Commencing at an iron pipe in a monument box found and accepted as marking the intersection of the centerline of right of way of Race Road-(60' R/W) and Sugar Ridge Road-(60' R/W);

Thence, **North 01 degree 08 minutes 38 seconds East, 857.99 feet** along said centerline of Race Road to a mag spike set at the northeasterly corner of a parcel conveyed to Janet Sullinger as recorded in Instrument No. 20190719895;

Thence, **South 66 degrees 05 minutes 45 seconds West, 33.11 feet** along the northerly line of said Sullinger parcel to a point on the westerly right of way of Race Road and being referenced by an iron pin found **South 01 degree 08 minutes 38 seconds West, 0.37 feet** and being the **Place of Beginning** of the parcel herein described;

Thence, the following **NINETEEN** Courses:

1. **South 66 degrees 05 minutes 45 seconds West, 1287.80 feet**, continuing along Sullinger's northerly line and the northerly line of the parcels conveyed to Louise E. Barnett by Instrument No. 20110379463, James P. and Kimberley A. Stermole by Deed Volume 1354, Page 625, Richard B. and Melanie Y. Bylewski by Instrument No. 19980547077, Andrew J. Foldesi by Instrument No. 20200763637, Douglas and Danielle C. Garcia by Instrument No. 20220898005, Robert W. and Janet G. Palka by Instrument No. 19980512794, Joann Kalo by Deed Volume 1132, Page 592 and Judy A. Rofe and Linda A. Erswell Trustees by Instrument No. 20060121709 to an iron pipe found at the northwesterly corner of said Rofe and Erswell parcel;
2. **South 23 degrees 11 minutes 50 seconds East, 471.07 feet** along the westerly line of said Rofe and Erswell parcel to the northeasterly corner of the Standen Allotment as recorded in Plat Volume 17, Page 20 said corner also being referenced by an iron pipe found **South 23 degree 11 minutes 50 seconds East, 0.32 feet**;
3. **South 66 degrees 06 minutes 35 seconds West, 1271.83 feet** along the northerly line of said Standen Allotment and along the northerly line of parcels conveyed to Maureen Audrey Cole by Instrument No. 20230915655, Daniel Cowin and Jamie Alaimo by Instrument No. 20130459644, David B. and Elaine M. Cox Trustees by Instrument No. 19990620298, Andrew J. and Nicole K. Craig by Instrument No. 20080274943, Gary M. and Julie T. Teel by Instrument No. 20130471062 and Peter J. and Sandra K. Kodysh by Instrument No. 20040005931 to an iron pipe found on the easterly line of land conveyed to Yu Ling Chien by Instrument No. 20050086218;

4. **North 01 degree 53 minutes 29 seconds East, 68.28 feet** along Chien's easterly line to a point on the northeast corner thereof and being referenced by an iron pin found North 34 degree 41 minutes 07 seconds West, 0.58 feet;
5. **South 71 degrees 54 minutes 16 seconds West, 528.71 feet** along the northerly line of said Chien parcel and the northerly line of parcels conveyed to Janein Casson by Instrument No. 20240018052, Dominic R. and Rebecca M. Bernal by Instrument No. 20210840631 to an iron pin set on the northerly line of a parcel conveyed to Pamela A. Madalone by Instrument No. 20090310962;
6. **North 00 degrees 21 minutes 55 seconds West, 1136.22 feet** to an iron pin set;
7. **South 88 degrees 23 minutes 54 seconds East, 1178.14 feet** to an iron pin set;
8. **North 13 degrees 47 minutes 56 seconds West, 308.06 feet** to an iron pin set;
9. **North 40 degrees 25 minutes 47 seconds East, 173.36 feet** to an iron pin set at a point of curvature;
10. **Northeasterly along a curve to the left with a radius of 610.00 feet, a delta angle of 06 degrees 47 minutes 57 seconds, an arc length of 72.39 feet, a chord bearing of North 87 degrees 43 minutes 03 seconds East, and a chord distance of 72.35 feet** to an iron pin set;
11. **North 01 degree 07 minutes 02 seconds East, 70.56 feet** to an iron pin set at a point of curvature on the southerly line of a parcel conveyed to BGI Properties I LLC by Instrument No. 20140497663;
12. **Northeasterly along said southerly line being a curve to the left with a radius of 540.00 feet, a delta angle of 17 degrees 20 minutes 51 seconds, an arc length of 163.50 feet, a chord bearing of North 74 degrees 45 minutes 28 seconds East, and a chord distance of 162.87 feet** to an iron pin found;
13. **North 66 degrees 05 minutes 01 second East, 41.04 feet** continuing along said southerly line to an iron pin found in the westerly right of way of Taylor Woods Industrial Parkway, vacated by the City of North Ridgeville Ordinance No. 3932-2003;
14. **South 23 degrees 54 minutes 59 seconds East, 70.00 feet** along said westerly line to an iron pin set on the southerly right of way of said vacated Industrial Parkway;
15. **North 66 degrees 05 minutes 01 second East, 729.54 feet** along said vacated southerly right of way to an iron pin found at a point of curvature;
16. **Northeasterly continuing along said vacated southerly right of way line being a curve to the right with a radius of 552.65 feet, a delta angle of 25 degrees 02 minutes 02 seconds an arc length of 241.47 feet, a chord bearing of North 78 degrees 36 minutes 02 seconds East, and a chord distance of 239.55 feet** to an iron pin found;
17. **South 88 degrees 52 minutes 58 seconds East, 204.67 feet** continuing along said vacated southerly right of way line to a point of curvature said point being referenced by an iron pin found North 89 degree 19 minutes 25 seconds East, 0.19 feet;

18. **Southeasterly**, continuing along said southerly vacated right of way line being a curve to the right with a **radius of 50.00 feet**, a **delta angle of 90 degrees 01 minute 53 seconds** an **arc length of 78.57 feet**, a **chord bearing of South 43 degrees 52 minutes 10 seconds East**, and a **chord distance of 70.73 feet** to an iron pin found on the aforementioned westerly right of way line of Race Road-(60' R/W);
19. **South 01 degree 08 minutes 38 seconds West**, **325.62 feet** along said westerly right of way line to the **Place of Beginning** and containing 48.9588 acres, more or less, which is located within Permanent Parcel Number 0700038000334 and subject to all legal highways, easements, leases, and use restrictions of record.

Bearings are based on grid north as determined from GPS observations and are relative to grid north of the Ohio State Plane Coordinate System, Ohio North Zone, NAD83(2011) Geoid 18 and are for the purposes of determining directional variations only.

Iron pins set are 5/8" rebar with plastic cap stamped "McCartney S-7921".

This description is based on a survey in December 2025 by K.E. McCartney & Associates, Inc.



Brian P. McCartney, P.E., P.S. S-7957
For K.E. McCartney & Associates, Inc.



LEGAL DESCRIPTION

PARCEL "B"

Situated in the City of North Ridgeville, County of Lorain, State of Ohio, being a part of Original Ridgeville Township Lot No. 38, being part of the land conveyed to R.W. Becket Corporation containing 93.0902 acres as recorded in Instrument No. 20120412248 of the Lorain County Recorder's records and being more particularly described as follows:

Commencing at the center of a monument box found and accepted as marking the intersection of the centerline of right of way of Bender Road-(60' R/W) and Taylor Parkway-(70' R/W);

Thence, **North 01 degree 35 minutes 28 seconds East, 95.83 feet** along said centerline of Bender Road to an iron pin set on the northerly terminus of said right of way;

Thence, **South 88 degrees 24 minutes 32 seconds East, 20.00 feet** along the northerly terminus of Bender Road to an iron pin found on the northeasterly corner thereof and being the **Place of Beginning** of the parcel herein described;

Thence, the following **FOUR** Courses:

1. **South 88 degrees 24 minutes 32 seconds East, 349.36 feet** to an iron pin set;
2. **South 00 degrees 21 minutes 55 seconds East, 1236.29 feet** to an iron pin set on the northerly line of a parcel conveyed to Pamela A. Madalone by Instrument No. 20090310962;
3. **South 71 degrees 54 minutes 16 seconds West, 415.88 feet** along said northerly line and the northerly line of a parcel conveyed to R.W. Becket Corporation by Instrument No. 20120412245 to an iron pin found on the easterly right of way line of aforementioned Bender Road;
4. **North 01 degrees 35 minutes 28 seconds East, 1375.67 feet** along said easterly right of way line to the **Place of Beginning** and containing 11.1378 acres, more or less, which is located within Permanent Parcel Number 0700038000334 and subject to all legal highways, easements, leases, and use restrictions of record.

Bearings are based on grid north as determined from GPS observations and are relative to grid north of the Ohio State Plane Coordinate System, Ohio North Zone, NAD83(2011) Geoid 18 and are for the purposes of determining directional variations only.

Iron pins set are 5/8" rebar with plastic cap stamped "McCartney S-7921".

This description is based on a survey in December 2025 by K.E. McCartney & Associates, Inc.



A handwritten signature in blue ink, appearing to read "B.P. McCartney", written over a horizontal line.

Brian P. McCartney, P.E., P.S. S-7957
For K.E. McCartney & Associates, Inc.



LEGAL DESCRIPTION

PARCEL "C"

Situated in the City of North Ridgeville, County of Lorain, State of Ohio, being a part of Original Ridgeville Township Lot No. 38, being part of the land conveyed to R.W. Becket Corporation containing 93.0902 acres as recorded in Instrument No. 20120412248 of the Lorain County Recorder's records and being more particularly described as follows:

Commencing at the center of a monument box found and accepted as marking the intersection of the centerline of right of way of Bender Road-(60' R/W) and Taylor Parkway-(70' R/W);

Thence, **North 01 degree 35 minutes 28 seconds East, 95.83 feet** along said centerline of Bender Road to an iron pin set on the northerly terminus of said right of way and being the **Place of Beginning** of the parcel herein described;

Thence, the following **SEVEN** Courses:

1. **North 88 degrees 24 minutes 32 seconds West, 40.00 feet** along said northern terminus of Bender Road right of way to an iron pin found and accepted as marking the intersection of said northern terminus and on the westerly line of Original North Ridgeville Township Lot No. 38;
2. **North 01 degree 35 minutes 28 seconds East, 954.47 feet** along said westerly line to the southwest corner of a parcel conveyed to Rural Lorain County Water Authority by Deed Volume 1283, Page 506, said corner also being referenced by an iron pipe found North 68 degrees 07 minutes 43 seconds West 0.18 feet;
3. **South 89 degrees 58 minutes 39 seconds East, 209.20 feet** along the southerly line of said Rural Lorain County Water Authority parcel to an iron pin found and accepted marking the southeast corner thereof;
4. **North 01 degree 38 minutes 21 seconds East, 268.83 feet** along the easterly line of said Rural Lorain County Water Authority parcel and the easterly line of a parcel conveyed to Rural Lorain County Water Authority by Deed Volume 1119, Page 548 to an iron pin found on the southerly line of a parcel conveyed to Pennsylvania Lines LLC by Instrument No. 20020851798;
5. **North 89 degrees 54 minutes 19 seconds East, 172.52 feet** along said southerly line to an iron pin set;
6. **South 00 degrees 18 minutes 41 seconds West, 1234.41 feet** to an iron pin set;
7. **North 88 degrees 24 minutes 32 seconds West, 369.36 feet** to the **Place of Beginning** and containing 9.8676 acres, more or less, which is located within Permanent Parcel Number 0700038000334 and subject to all legal highways, easements, leases, and use restrictions of record.

Bearings are based on grid north as determined from GPS observations and are relative to grid north of the Ohio State Plane Coordinate System, Ohio North Zone, NAD83(2011) Geoid 18 and are for the purposes of determining directional variations only.

Iron pins set are 5/8" rebar with plastic cap stamped "McCartney S-7921".

This description is based on a survey in December 2025 by K.E. McCartney & Associates, Inc.



A handwritten signature in blue ink, appearing to read "B.P. McCartney", written over a horizontal line.

Brian P. McCartney, P.E., P.S. S-7957
For K.E. McCartney & Associates, Inc.



LEGAL DESCRIPTION

PARCEL "D"

Situated in the City of North Ridgeville, County of Lorain, State of Ohio, being a part of Original Ridgeville Township Lot No. 38, being part of the land conveyed to R.W. Becket Corporation containing 93.0902 acres as recorded in Instrument No. 20120412248 of the Lorain County Recorder's records and being more particularly described as follows:

Commencing at the center of a monument box found and accepted as marking the intersection of the centerline of right of way of Bender Road-(60' R/W) and Taylor Parkway-(70' R/W);

Thence, **North 01 degree 35 minutes 28 seconds East, 95.83 feet** along said centerline of Bender Road to an iron pin set on the northerly terminus of said right of way;

Thence, **North 88 degrees 24 minutes 32 seconds West, 40.00 feet** along said northern terminus of Bender Road right of way to an iron pin found and accepted as marking the intersection of said northern terminus and on the westerly line of Original North Ridgeville Township Lot No. 38;

Thence, **North 01 degree 35 minutes 28 seconds East, 954.47 feet** along said westerly line to the southwest corner of a parcel conveyed to Rural Lorain County Water Authority by Deed Volume 1283, Page 506, said corner also being referenced by an iron pipe found North 68 degrees 07 minutes 43 seconds West 0.18 feet;

Thence, **South 89 degrees 58 minutes 39 seconds East, 209.20 feet** along the southerly line of said Rural Lorain County Water Authority parcel to an iron pin found and accepted marking the southeast corner thereof;

Thence, **North 01 degree 38 minutes 21 seconds East, 268.83 feet** along the easterly line of said Rural Lorain County Water Authority parcel and the easterly line of a parcel conveyed to Rural Lorain County Water Authority by Deed Volume 1119, Page 548 to an iron pin found on the southerly line of a parcel conveyed to Pennsylvania Lines LLC by Instrument No. 20020851798;

Thence, **North 89 degrees 54 minutes 19 seconds East, 172.52 feet** along said southerly line to an iron pin set and being the **Place of Beginning** of the parcel herein described;

Thence, the following **FOUR** Courses:

1. **North 89 degrees 54 minutes 19 seconds East, 510.25 feet** along said southerly line to the northwest corner of a parcel conveyed to BGI Properties I LLC by Instrument No. 20140497663, said corner being referenced by an iron pin found South 01 degree 05 minutes 33 seconds West 0.35 feet;
2. **South 01 degree 05 minutes 33 seconds West, 923.27 feet** along the westerly line of said BGI Properties I LLC and the projection thereof, passing through an iron pin found at 853.27 feet to an iron pin set;
3. **South 57 degrees 59 minutes 30 seconds West, 588.88 feet** to an iron pin set;

4. **North 00 degrees 18 minutes 41 seconds East, 1234.41 feet to the Place of Beginning** and containing 12.4576 acres, more or less, which is located within Permanent Parcel Number 0700038000334 and subject to all legal highways, easements, leases, and use restrictions of record.

Bearings are based on grid north as determined from GPS observations and are relative to grid north of the Ohio State Plane Coordinate System, Ohio North Zone, NAD83(2011) Geoid 18 and are for the purposes of determining directional variations only.

Iron pins set are 5/8" rebar with plastic cap stamped "McCartney S-7921".

This description is based on a survey in December 2025 by K.E. McCartney & Associates, Inc.



A handwritten signature in blue ink, appearing to read "Brian P. McCartney", written over a horizontal line.

Brian P. McCartney, P.E., P.S. S-7957
For K.E. McCartney & Associates, Inc.



LEGAL DESCRIPTION

PARCEL "E"

Situated in the City of North Ridgeville, County of Lorain, State of Ohio, being a part of Original Ridgeville Township Lot No. 38, being part of the land conveyed to R.W. Becket Corporation containing 93.0902 acres as recorded in Instrument No. 20120412248 of the Lorain County Recorder's records and being more particularly described as follows:

Commencing at the center of a monument box found and accepted as marking the intersection of the centerline of right of way of Bender Road-(60' R/W) and Taylor Parkway-(70' R/W);

Thence, **North 01 degree 35 minutes 28 seconds East, 95.83 feet** along said centerline of Bender Road to an iron pin set on the northerly terminus of said right of way;

Thence, **North 88 degrees 24 minutes 32 seconds West, 40.00 feet** along said northern terminus of Bender Road right of way to an iron pin found and accepted as marking the intersection of said northern terminus and on the westerly line of Original North Ridgeville Township Lot No. 38;

Thence, **North 01 degree 35 minutes 28 seconds East, 954.47 feet** along said westerly line to the southwest corner of a parcel conveyed to Rural Lorain County Water Authority by Deed Volume 1283, Page 506, said corner also being referenced by an iron pipe found North 68 degrees 07 minutes 43 seconds West 0.18 feet;

Thence, **South 89 degrees 58 minutes 39 seconds East, 209.20 feet** along the southerly line of said Rural Lorain County Water Authority parcel to an iron pin found and accepted marking the southeast corner thereof;

Thence, **North 01 degree 38 minutes 21 seconds East, 268.83 feet** along the easterly line of said Rural Lorain County Water Authority parcel and the easterly line of a parcel conveyed to Rural Lorain County Water Authority by Deed Volume 1119, Page 548 to an iron pin found on the southerly line of a parcel conveyed to Pennsylvania Lines LLC by Instrument No. 20020851798;

Thence, **North 89 degrees 54 minutes 19 seconds East, 682.77 feet** along said southerly line to the northwest corner of a parcel conveyed to BGI Properties I LLC by Instrument No. 20140497663, said corner being referenced by an iron pin found South 01 degree 05 minutes 33 seconds West 0.35 feet;

Thence, **South 01 degree 05 minutes 33 seconds West, 853.27 feet** along the westerly line of said BGI Properties I LLC to an iron pin found marking the southwest corner thereof and being the **Place of Beginning** of the parcel herein described;

Thence, the following **TEN** Courses:

1. **South 88 degrees 52 minutes 58 seconds East, 718.08 feet** along the southerly line of said BGI Properties parcel to an iron pin set at a point of curvature;

2. **Northeasterly, continuing along said southerly line and a curve to the left with a radius of 540.00 feet, a delta angle of 07 degrees 41 minutes 08 seconds, an arc length of 72.43 feet, a chord bearing of North 87 degrees 16 minutes 28 seconds East, and a chord distance of 72.38 feet to an iron pin set;**
3. **South 01 degree 07 minutes 02 seconds West, 70.56 feet to an iron pin set at a point of curvature;**
4. **Southwesterly, along a curve to the right with a radius of 610.00 feet, a delta angle of 06 degrees 47 minutes 57 seconds an arc length of 72.39 feet, a chord bearing of South 87 degrees 43 minutes 03 seconds West, and a chord distance of 72.35 feet to an iron pin set;**
5. **South 40 degrees 25 minutes 47 seconds West, 173.36 feet to an iron pin set;**
6. **South 13 degrees 47 minutes 56 seconds East, 308.06 feet to an iron pin set;**
7. **North 88 degrees 23 minutes 54 seconds West, 1178.14 feet to an iron pin set;**
8. **North 00 degrees 21 minutes 55 seconds West, 100.08 feet to an iron pin set;**
9. **North 57 degrees 59 minutes 30 seconds East, 588.88 feet to an iron pin set;**
10. **North 01 degree 05 minutes 33 seconds East, 70.00 feet to the Place of Beginning and containing 10.6684 acres, more or less, which is located within Permanent Parcel Number 0700038000334 and subject to all legal highways, easements, leases, and use restrictions of record.**

Bearings are based on grid north as determined from GPS observations and are relative to grid north of the Ohio State Plane Coordinate System, Ohio North Zone, NAD83(2011) Geoid 18 and are for the purposes of determining directional variations only.

Iron pins set are 5/8" rebar with plastic cap stamped "McCartney S-7921".



A handwritten signature in blue ink, appearing to read "B. McCartney", positioned above the printed name and title.

Brian P. McCartney, P.E., P.S. S-7957
 For K.E. McCartney & Associates, Inc.

Property Owner Authorization Form
PLANNING & ZONING APPLICATIONS



INSTRUCTIONS

This form can be completed and uploaded as a PDF to the city's online services portal in conjunction with planning and zoning applications. This form is optional; other forms of property owner approval are also acceptable if provided as a PDF.

- Scanned, hand-signed letters on personal or business letterhead
- PDF copies of notarized consent letters
- Forms generated by attorneys or representatives of a business/trust
- PDF printouts of emails or letters converted to PDF (clearly signed or acknowledged by the owner)

REQUEST INFORMATION

20120412248

Location address or parcel number

Beckett Lot Split

Project or request

Kenny McCartney

Applicant name

PROPERTY OWNER INFORMATION

R.W. Beckett Corp - Kevin A. Beckett, President

Name/company

38251 Center Ridge Rd, North Ridgeville, OH 44039

Property owner address

440-327-1060

Property owner phone

kbeckett@beckettcorp.com

Property owner email

I, the undersigned property owner, authorize the applicant named above to submit a planning and zoning application for the property listed above. I understand that this approval will be submitted to the City of North Ridgeville as part of the application process. I further authorize city representatives to view the premises and consent to their entry onto the property for the purpose of observing site conditions related to review of the application.



Property owner signature

Signature

Kevin A. Beckett

Print Name

3/20/2026

Date

R.W. BECKETT CORPORATION PLAT
 PART OF ORIGINAL RIDGEVILLE TOWNSHIP LOT 38
 CITY OF NORTH RIDGEVILLE
 LORAIN COUNTY, STATE OF OHIO

OWNER'S CERTIFICATE

SITUATED IN THE CITY OF NORTH RIDGEVILLE, COUNTY OF LORAIN, STATE OF OHIO, AND BEING PART OF ORIGINAL RIDGEVILLE TOWNSHIP LOT NUMBER 38, CONTAINING 93.0902 ACRES

THE UNDERSIGNED, R. W. BECKETT CORPORATION, HEREBY CERTIFIES THE ATTACHED LOT SPLIT PLAT CORRECTLY REPRESENTS LANDS CONVEYED TO R.W. BECKETT CORPORATION BY INSTRUMENT 20120412248 OF THE LORAIN COUNTY'S RECORDER'S RECORDS, DOES HEREBY ACKNOWLEDGE THIS PLAT OF SAME AND DEDICATES TO PUBLIC USE AS SUCH, ALL OR PART OF THE ROADS SHOWN HEREIN AND NOT HERETOFORE DEDICATED, TOGETHER WITH THE DRAINAGE EASEMENTS SHOWN HEREON.

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 PROPERTY ARE SHOWN ON THE PLAT IN FEET AND DECIMAL PARTS THEREOF. EASEMENTS ARE RESERVED WHERE INDICATED ON THE PLAT FOR PUBLIC UTILITY PURPOSES ABOVE OR BENEATH THE GROUND.

IN WITNESS THEREOF THE UNDERSIGNED HAVE HEREUNTO SET THEIR HAND THIS ____ DAY OF _____
 R.W. BECKETT CORPORATION

WITNESS

WITNESS

NOTARY PUBLIC

STATE OF OHIO SS
 LORAIN COUNTY

BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE DID PERSONALLY APPEAR THE ABOVE SIGNED OFFICER OF R. W. BECKETT CORPORATION, WHO ACKNOWLEDGED THE SIGNING OF THIS PLAT TO BE HIS VOLUNTARY ACT AND DEED FOR THE PURPOSES THEREIN EXPRESSED. IN WITNESS THEREOF I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____

MORTGAGEE'S CERTIFICATE

THIS IS TO CERTIFY THAT THE UNDERSIGNED OFFICERS OF

MORTGAGEE OF LANDS EMBRACED WITHIN THIS PLAT OF LOT SPLIT HEREBY ACCEPT THE SAME TO BE CORRECT AND DEDICATE TO PUBLIC USE THE STREETS AND EASEMENTS AS SHOWN HEREON.

MORTGAGEE

BY: _____

TITLE: _____

NOTARY PUBLIC

STATE OF OHIO SS
 LORAIN COUNTY

BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE DID PERSONALLY APPEAR THE ABOVE SIGNED OFFICERS OF THE MORTGAGEE, WHO ACKNOWLEDGED THE SIGNING OF THIS PLAT TO BE THEIR VOLUNTARY ACT AND DEED FOR THE PURPOSES THEREIN EXPRESSED. IN WITNESS THEREOF I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS ____ DAY OF _____

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



VICINITY MAP-NOT TO SCALE

INGRESS & EGRESS EASEMENT

WE, THE UNDERSIGNED OWNER OF THE PLATTED LAND DESCRIBED HEREIN, DO HEREBY GRANT AND CONVEY UNTO BECKETT PROPERTIES LLC, ITS SUCCESSORS AND ASSIGNS (HEREINAFTER REFERRED TO AS THE "GRANTEE"), A PERMANENT RIGHT-OF-WAY AND EASEMENT FOR ACCESS PURPOSES, BEING SEVENTY (70) FEET IN WIDTH, BEING AN EXTENSION OF THE VACATED TAYLOR INDUSTRIAL PARKWAY, NOW KNOWN AS BECKETT PARKWAY ("PARKWAY"). SAID EASEMENT IS GRANTED FOR THE PURPOSE OF PROVIDING GRANTEE ACCESS TO THE PLATTED LANDS ADJOINING THE PARKWAY, INCLUDING RIGHTS OF INGRESS AND EGRESS TO AND FROM GRANTEE'S DRIVEWAY, AND FOR THE USE BY GRANTEE'S EMPLOYEES, CUSTOMERS, INVITEES, AND OTHERS HAVING LAWFUL BUSINESS ON THE GRANTEE'S PROPERTY. THIS EASEMENT FURTHER INCLUDES THE RIGHT TO ACCESS GRANTEE'S PARKING AREAS AND TO LOAD AND UNLOAD VEHICLES IN CONNECTION WITH AND INCIDENTAL TO THE BUSINESS CONDUCTED UPON THE GRANTEE'S PROPERTY. THE EASEMENT AREA, AS DEPICTED HEREON, MAY BE USED BY THE GRANTEE TO CONSTRUCT, PLACE, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT, RENEW, OR SUPPLEMENT A ROADWAY AND ANY RELATED ROADWAY IMPROVEMENTS OR FACILITIES.

GRANTOR:

BY: _____
 R.W. BECKETT CORPORATION
 P.O. BOX 1289
 ELYRIA, OHIO 44036
 (440) 327-1060

UTILITY EASEMENTS

WE THE UNDERSIGNED OWNER OF THE WITHIN PLATTED LAND, DO HEREBY GRANT BECKETT PROPERTIES LLC, THEIR SUCCESSORS AND ASSIGNS (HEREIN AFTER REFERRED TO AS THE GRANTEE) STORM SEWER EASEMENTS THIRTY FIVE (35) FEET IN WIDTH AND FORTY (40) FEET IN WIDTH, UNDER, OVER, AND THROUGH ALL SUBLOTS AND ALL LANDS OWNED BY THE GRANTEE SHOWN HEREON AND PARALLEL WITH AND CONTIGUOUS TO THE PUBLIC THOROUGHFARES, AND ALSO UPON LANDS AS DEPICTED HEREON TO CONSTRUCT, PLACE, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT, RELOCATE, RENEW, SUPPLEMENT OR REMOVE SUCH UNDERGROUND DRAINAGE CONDUITS, PIPES, DITCHES, OR ANY OTHER STORM SEWER FACILITIES. IT IS FURTHER UNDERSTOOD THAT IN ADDITION TO THE WIDTH OF THE EASEMENTS HEREIN CONVEYED, SHALL HAVE THE RIGHT TO GO IN AND UPON THE PREMISES OF THE GRANTEE ALONG THE SIDE OF SAID EASEMENTS AS MAY BE NECESSARY FOR THE CONSTRUCTION, OPERATION, MAINTENANCE AND REPAIR OF SAID STORM SEWER.

PLANNING COMMISSION

APPROVED THIS ____ DAY OF _____, ____

SECRETARY (OR RESPONSIBLE OFFICIAL) CITY PLANNING COMMISSION DATE

CITY COUNCIL

APPROVED THIS ____ DAY OF _____, ____

MAYOR (OR DESIGNATED MEMBER OF COUNCIL) DATE

CITY ENGINEER

APPROVED THIS ____ DAY OF _____, ____

CITY ENGINEER DATE

COUNTY AUDITOR

TRANSFERRED THIS ____ DAY OF _____, ____

LORAIN COUNTY AUDITOR DATE

COUNTY RECORDER

FILED FOR RECORD THIS DAY ____ AT ____ M. IN PLAT BOOK ____ PAGE NO. ____
 RECORDED THIS ____ DAY OF _____, ____

LORAIN CO.

**CITY OF NORTH RIDGEVILLE
 PLANNING COMMISSION**

AREA TAG

PARCEL A: <input checked="" type="checkbox"/>	Approval Granted	Request Rejected
---	------------------	------------------

PARCEL B:
 PARCEL C:
 PARCEL D:
 PARCEL E:
 TOTAL AREA: Refer For Council Approval:

SURVEYOR: BZBA Approval Required:

THIS IS TO THE PROPE LAND IN R. COUNTY OH Other Conditions:

DISTANCES DETERMINE. COORDINAT. DIRECTION. SURVEY IN COMPUTED TEN THOU. OF MY PR

DATE: 4.14.26 BY:

BY:
 BRIAN P. MCCARTNEY, P.E. 61108, P.S. 7857 DATE 3/16/26
 FOR K.E. MCCARTNEY & ASSOCIATES, INC.

- LEGEND**
- IRON PIN/PIPE FOUND
 - MONUMENT BOX FOUND
 - ✱ MAG SPIKE SET
 - IRON PIN SET-5/8" REBAR SET WITH I.D. CAP STAMPED "McCartney S-7921"



SURVEY MADE AT THE REQUEST OF
 R.W. BECKETT CORPORATION

PART OF ORIGINAL RIDGEVILLE TOWNSHIP LOT 38
 CITY OF NORTH RIDGEVILLE
 LORAIN COUNTY, STATE OF OHIO

DATE	CHANGED	SCALE	DATE
04/14/26	NO	1" = 100'	04/20/26

K.E. MCCARTNEY & ASSOCIATES
 ENGINEERS • PLANNERS • SURVEYORS

APPROVED
 APR 14 2026

DOMINIC R. BERNAL & REBECCA M. BERNAL PPH. 070003800113 INSTR. 20210840631

JAMEN CASSON PPH. 070003800114 INSTR. 2024018052

YU LING CHEN PPH. 070003800115 INSTR. 20050086218

PETER J. & SANDRA K. WOLFEY PPH. 0700038000003 PPH. 070003800112 INSTR. 20040005831

CARY M. & JULIE T. TEEL PPH. 0700038000004 PPH. 070003800123 INSTR. 20130471062

ANDREW J. & NICOLE K. CRAG PPH. 070003800122 INSTR. 20080274943

DAVID B. & ELAINE M. COX TRUSTEES PPH. 0700038000007 INSTR. 19990202298

DANIEL CONRY & JAMIE ALAMO PPH. 0700038000008 INSTR. 20130459644

MAUREEN AUDREY COLE PPH. 0700038000009 INSTR. 20230915655

SUBLOT 8 PPH. 0700038000010

SUBLOT 7 PPH. 0700038000011

SUBLOT 6 PPH. 0700038000012

SUBLOT 5 PPH. 0700038000013

SUBLOT 4 PPH. 0700038000015

SUBLOT 4 PPH. 0700038000016

SUBLOT 2 PPH. 0700038000017

SUBLOT 1 PPH. 0700038000018

JOHNN KALO PPH. 0700038000020 DV. 1132, PG. 582

ROBERT W. & DOUGLAS & DANIELLE C. JANET G. PALKA PPH. 0700038000048 INSTR. 19980512794 INSTR. 20220808005

ANDREW J. FELDES PPH. 0700038000091 INSTR. 20200763637

RICHARD B. & MELANIE Y. DYKOWSKI PPH. 0700038000092 INSTR. 19980541077

JAMES P. & KIMBERLEY A. STEINBOLE PPH. 0700038000089 DV. 1354, PG. 625

LOUISE E. BARNETT PPH. 0700038000083 INSTR. 20110379463

JANET SULLINGER PPH. 0700038000023 INSTR. 20190719895

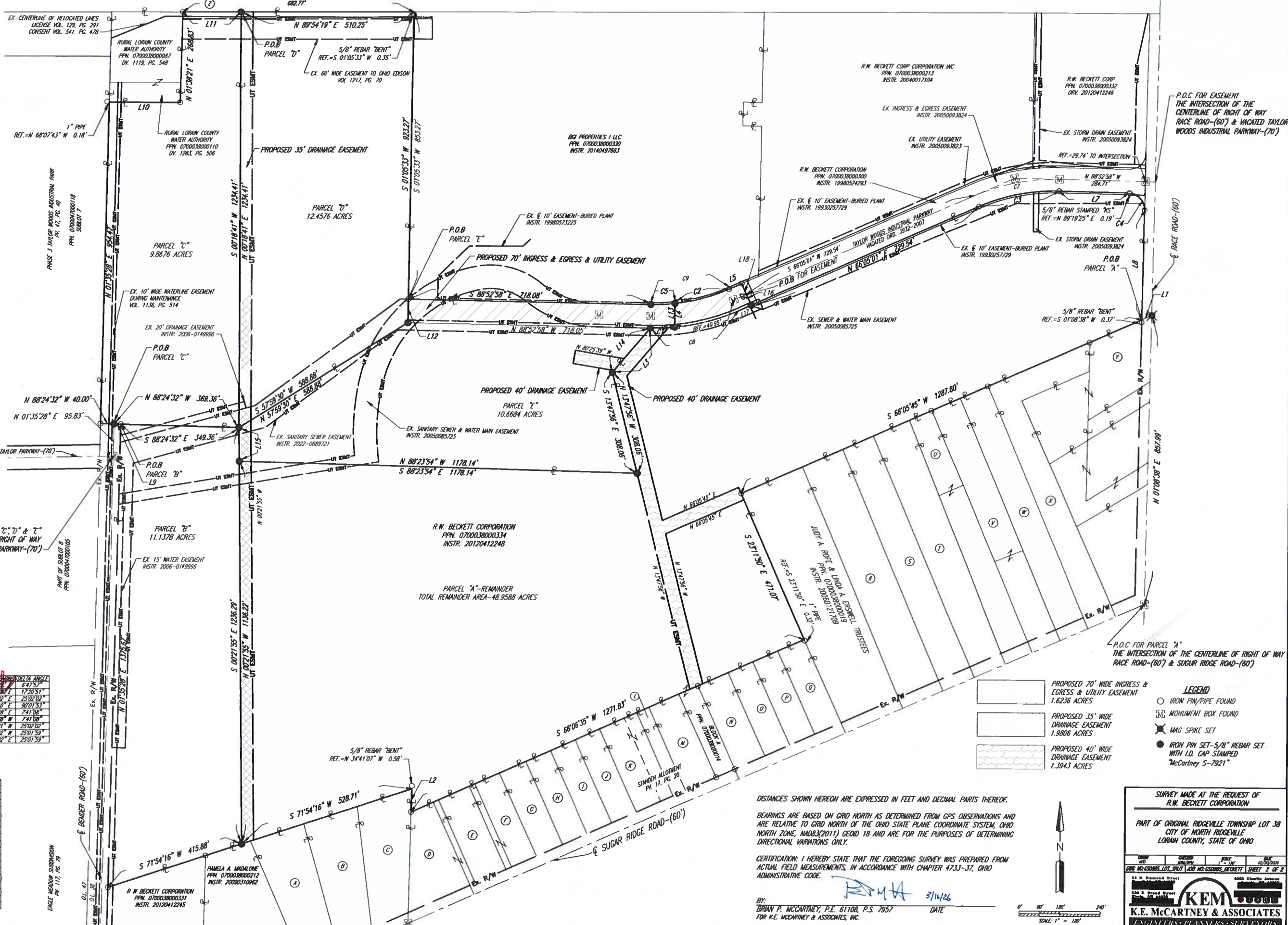
PENNSYLVANIA LINES LLC PPH. 0700047500006 INSTR. 20020851798

P.O.C FOR PARCEL "D", "C", "D" & "E" THE INTERSECTION OF THE CENTERLINE OF RIGHT OF WAY BENDER ROAD-(60') & TAYLOR PARKWAY-(70')

APR 14 2026 APPROVED

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	610.00	72.39	72.35	N 89°43'30" E	64°57'
C2	540.00	163.50	162.87	N 74°45'20" E	17°20'51"
C3	552.65	241.47	239.55	N 78°36'02" E	25°02'02"
C4	503.00	78.57	78.73	S 43°52'10" E	30°01'53"
C5	540.00	72.43	72.38	N 87°16'58" E	74°10'
C6	610.00	81.82	81.76	S 87°16'28" W	74°10'
C7	587.65	258.76	254.72	S 78°36'01" W	25°02'02"
C8	610.00	266.52	264.40	S 78°36'02" W	25°01'58"
C9	540.00	235.93	234.06	N 78°36'02" E	25°01'58"

LINE	BEARING	DISTANCE
L1	S 66°05'45" W	311.11
L2	N 01°53'29" E	68.78
L3	N 40°25'47" E	173.38
L4	N 01°07'02" E	76.58
L5	N 69°05'01" E	41.04
L6	S 23°54'59" E	70.00
L7	S 89°52'58" E	204.67
L8	S 01°08'38" W	325.62
L9	S 88°24'52" E	20.00
L10	S 89°58'39" E	288.20
L11	N 89°54'19" E	122.52
L12	N 01°05'11" E	70.00
L13	S 01°02'42" W	70.56
L14	S 40°25'47" W	173.38
L15	N 00°21'55" W	100.08
L16	S 23°54'59" E	35.00
L17	S 66°05'01" W	41.04
L18	S 23°54'59" E	35.00



EAGLE MEADOW SUBDIVISION PH. 117, PG. 29

DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF.

BEARINGS ARE BASED ON GRID NORTH AS DETERMINED FROM GPS OBSERVATIONS AND ARE RELATIVE TO GRID NORTH OF THE OHIO STATE PLANE COORDINATE SYSTEM, OHIO NORTH ZONE, NAD83(2011) GEOID 18 AND ARE FOR THE PURPOSES OF DETERMINING DIRECTIONAL VARIATIONS ONLY.

CERTIFICATION: I HEREBY STATE THAT THE FOREGOING SURVEY WAS PREPARED FROM ACTUAL FIELD MEASUREMENTS, IN ACCORDANCE WITH CHAPTER 4733-37, OHIO ADMINISTRATIVE CODE.

BY: *[Signature]* DATE: 3/14/26
 BRIAN P. MCCARTNEY, P.E. 61108, P.S. 7957
 FOR K.E. MCCARTNEY & ASSOCIATES, INC.

- PROPOSED 70' WIDE INGRESS & EGRESS & UTILITY EASEMENT 1.6236 ACRES
- PROPOSED 35' WIDE DRAINAGE EASEMENT 1.9806 ACRES
- PROPOSED 40' WIDE DRAINAGE EASEMENT 1.3943 ACRES

- LEGEND**
- IRON PIN/PIPE FOUND
 - MONUMENT BOX FOUND
 - ⊙ MAG SPIKE SET
 - IRON PIN SET-5/8" REBAR SET WITH I.D. CAP STAMPED "McCartney S-7921"

SURVEY MADE AT THE REQUEST OF R.W. BECKETT CORPORATION

PART OF ORIGINAL RIDGEVILLE TOWNSHIP LOT 38 CITY OF NORTH RIDGEVILLE LORAIN COUNTY, STATE OF OHIO

DATE: 3/14/26

18 N. Stansford Street, 6406 Olcott Avenue, 188 E. Broad Street, Ste. 100, 43081

KEM

K.E. MCCARTNEY & ASSOCIATES

ENGINEERS • PLANNERS • SURVEYORS



To: City Council
From: Mayor Corcoran
Prepared By: Engineering Division - Christina Eavenson
Meeting Date: Monday, April 20, 2026 7:00 PM
Agenda Name: Regular City Council Meeting

LEGISLATION TITLE:

R 2026-51 A Resolution accepting a grant of state funds for an amount of \$490,000.00 and approving the grant agreement with the ohio department of natural resources (odnr) for the parks and recreation improvement fund (7035) grant for the mills creek conservation and flood control project, round 4.
(Introduced by Mayor Corcoran)

WHY THIS LEGISLATION IS NEEDED (PURPOSE & BACKGROUND):

Recommended Actions:
Dispense Third Reading and Adopt With Emergency

Reason for Legislation and Action:
To enter into the grant agreement with ODNR so that we may address flooding issues in the Mills Creek watershed. The City of North Ridgeville has experienced ongoing and recurring stormwater flooding, particularly within the Mills Creek watershed, including the Pitts Boulevard and Gina Drive areas. These flooding conditions pose risks to public safety, private property, public infrastructure, and environmental resources, and they have necessitated long-term, regional stormwater mitigation solutions rather than isolated repairs.

These enhancements include the creation of approximately 30 acres of aquatic wildlife habitat and improvements along nearly 8,000 linear feet of riparian corridor, resulting in both flood mitigation and ecological benefits. Without adoption of this resolution, the City would be unable to access the awarded grant funds and advance the Mills Creek Conservation and Flood Control Project as planned.

Maximum grant award of \$490,000.00

Local Match / City Funds: No additional or new local funding is required by this resolution.

FINANCIAL SUMMARY:

Was this item budgeted as part of annual appropriations?	Yes
If so, what fund is this expenditure budgeted for?	The City has already made the necessary appropriations for this project in the 2026 City Budget, and grant funds will be applied to the appropriate City fund.
Does this legislation change the annual appropriation estimate?	N/A
Is this an increase or a decrease in appropriations?	
Original Budget Amount	
Amount Requesting	
Linked Legislation	5839-2021 ; 5611-2019 ; 5543-2018

See 2026 Approved Budget [here](#).

ATTACHMENTS:

1. RES. NO. 2026-51 ODNR Parks and Recreation Grant Acceptance - Introduced

DATE: April 20, 2026
INTRODUCED BY: Mayor Corcoran
REFERRED BY: _____

1ST READING: April 20, 2026
2ND READING: _____
3RD READING: _____
ADOPTED: _____
EMERGENCY: _____
EFFECTIVE: _____

RESOLUTION NO. 2026-51

A RESOLUTION ACCEPTING A GRANT OF STATE FUNDS FOR AN AMOUNT OF \$490,000.00 AND APPROVING THE GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES (ODNR) FOR THE PARKS AND RECREATION IMPROVEMENT FUND (7035) GRANT FOR THE MILLS CREEK CONSERVATION AND FLOOD CONTROL PROJECT, ROUND 4.

WHEREAS, the City of North Ridgeville has experienced stormwater flooding over the regional area, in particular the Pitts Boulevard and Gina Drive area, and the Mills Creek watershed; and

WHEREAS, the engineer of record is developing the improvement plan set to address the flooding demands by creating stormwater detention basins providing approximately 120 acre-feet of new flood storage and water quality features such as 30-acres of aquatic wildlife habitat and plantings along nearly 8,000 feet of riparian corridor; and

WHEREAS, pursuant to House Bill No. 2, the 135th General Assembly of the State of Ohio has appropriated funds in the amount of Five Hundred Thousand Dollars (\$500,000.00) to make a grant to the Grantee for the costs associated with the construction of a park and recreation or conservation facility in appropriation item C725E2, more fully described as ‘North Ridgeville Mills Creek’. Furthermore, \$10,000.00 of the total appropriations will be used by ODNR for the administration of the Project; and

WHEREAS, the City of North Ridgeville has made the necessary appropriations for this project in the 2026 City Budget.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The Mayor of the City of North Ridgeville hereby accepts the offer or a grant of state funds in a maximum amount of \$490,000.00 and approves the grant agreement with the Ohio Department of Natural Resources (ODNR) for the Mills Creek Conservation and Flood Control Project, Round 4.

SECTION 2. Funds obtained from the state grant shall be applied to the appropriate fund.

SECTION 3. The cost for said project shall be charged and paid from the appropriate City fund.

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Resolution shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

APPROVED: _____

MAYOR



To: City Council
From: Mayor Corcoran
Prepared By: Building Division - Jon Montgomery
Meeting Date: Monday, April 20, 2026 7:00 PM
Agenda Name: Regular City Council Meeting

LEGISLATION TITLE:

O 2026-52 An Ordinance authorizing participation in the ODOT road salt contracts awarded in 2026.
 (Introduced by Mayor Corcoran)

WHY THIS LEGISLATION IS NEEDED (PURPOSE & BACKGROUND):

Recommended Actions:
 Dispense Second and Third Readings and Adopt With Emergency

Reason for Legislation and Action:
 For the safety and welfare of the community for the winter season. The contract is due to ODOT by May 1, 2026.

FINANCIAL SUMMARY:

Was this item budgeted as part of annual appropriations?	Yes
If so, what fund is this expenditure budgeted for?	
Does this legislation change the annual appropriation estimate?	
Is this an increase or a decrease in appropriations?	
Original Budget Amount	
Amount Requesting	
Linked Legislation	

See 2026 Approved Budget [here](#).

ATTACHMENTS:

1. 2026_52_Purchase_of_Road_Salt
2. SaltResolution-ODOT Attachment

DATE:	_____	1 ST READING:	_____
INTRODUCED BY:	Mayor Corcoran	2 ND READING:	_____
REFERRED BY:	_____	3 RD READING:	_____
		ADOPTED:	_____
		EMERGENCY:	_____
		EFFECTIVE:	_____

ORDINANCE NO.

**AN ORDINANCE AUTHORIZING PARTICIPATION
IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2026.**

WHEREAS, the City of North Ridgeville, Lorain County, Ohio, (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon of award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT’s signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees that each party hereto shall be responsible for liability associated with that party’s own errors, actions, and failures to act.
- d. The Political Subdivision’s electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 85% of its electronically **submitted** salt quantities from its awarded salt supplier during the contract’s effective period; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and

- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, e-mailed request by no later than Friday, May 1, 2026, by 5:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section e-mail: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision’s participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision’s participation agreement and/or a Political Subdivision’s request to rescind its participation agreement.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. This participation agreement for the ODOT road salt contract is hereby approved retroactive to May 1, 2026, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation in the ODOT salt contract.

SECTION 2. The road salt purchase shall be charged to and paid from the appropriate fund.

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED:

 Holly A. Swenk
 PRESIDENT OF COUNCIL

ATTEST :

 Nicholas Ciofani
 CLERK OF COUNCIL

APPROVED:

Kevin Corcoran
MAYOR

DATE:	_____	1 ST READING:	_____
INTRODUCED BY:	Mayor Corcoran	2 ND READING:	_____
REFERRED BY:	_____	3 RD READING:	_____
		ADOPTED:	_____
		EMERGENCY:	_____
		EFFECTIVE:	_____

ORDINANCE NO.

**AN ORDINANCE AUTHORIZING PARTICIPATION
IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2026.**

WHEREAS, the City of North Ridgeville, Lorain County, Ohio, (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon of award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT’s signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees that each party hereto shall be responsible for liability associated with that party’s own errors, actions, and failures to act.
- d. The Political Subdivision’s electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 85% of its electronically **submitted** salt quantities from its awarded salt supplier during the contract’s effective period; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and

- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, e-mailed request by no later than Friday, May 1, 2026, by 5:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section e-mail: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision’s participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision’s participation agreement and/or a Political Subdivision’s request to rescind its participation agreement.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. This participation agreement for the ODOT road salt contract is hereby approved retroactive to May 1, 2026, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation in the ODOT salt contract.

SECTION 2. The road salt purchase shall be charged to and paid from the appropriate fund.

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED:

 Holly A. Swenk
 PRESIDENT OF COUNCIL

ATTEST :

 Nicholas Ciofani
 CLERK OF COUNCIL

APPROVED:

Kevin Corcoran
MAYOR



To: City Council
From:
Prepared By: Planning and Development Department - Kim Lieber
Meeting Date: Monday, April 20, 2026 7:00 PM
Agenda Name: Regular City Council Meeting

LEGISLATION TITLE:

O 2026-27 An Ordinance amending Chapter 857 of the Codified Ordinances of the City of North Ridgeville, titled *Mobile Food Vendors*, by replacing it in its entirety with a new *Chapter 857 titled Mobile Food Vehicles*.
(Introduced by Mayor Corcoran; First Reading on 05-02-2026; Committee of the Whole Meeting on 06-13-2026)

WHY THIS LEGISLATION IS NEEDED (PURPOSE & BACKGROUND):

Recommended Actions:

Adopt after Three Readings

Reason for Legislation and Action:

The existing Chapter 857 regulations were adopted approximately 10 years ago. As mobile food vehicles have grown in popularity, weaknesses in the current ordinance have become evident, particularly related to permitting, location standards, and enforcement. The proposed ordinance replaces the chapter in its entirety to improve clarity, consistency, and enforceability while continuing to support mobile food businesses operating within the City.

Key updates include clearly distinguishing mobile food vehicles from other temporary food operations, establishing an annual permit and inspection process through the Fire Department, and creating more objective standards related to location, duration, and site conditions. The Ordinance also clarifies that mobile food vehicles may not operate within the public right-of-way unless specifically authorized as part of an approved event, which addresses ongoing safety concerns related to traffic visibility, pedestrian conflicts, and emergency access identified by Fire and Police personnel.

In conjunction with the Ordinance update, staff is also revising the application and permit materials to provide clearer guidance to operators regarding requirements, safety expectations, and operational limitations. These improvements are intended to make compliance easier for vendors while providing more predictable enforcement tools for the City. Overall, the amendments modernize the regulations, improve public safety protections, and ensure mobile

food operations remain compatible with surrounding uses without creating unintended permanent or semi-permanent business locations.

FINANCIAL SUMMARY:

Was this item budgeted as part of annual appropriations?	No
If so, what fund is this expenditure budgeted for?	
Does this legislation change the annual appropriation estimate?	
Is this an increase or a decrease in appropriations?	N/A
Original Budget Amount	\$0.00
Amount Requesting	\$0.00
Linked Legislation	O 5377-2016

See 2026 Approved Budget [here](#).

ATTACHMENTS:

1. ORD. NO. 2026-27 Amend Chapter 857 Mobile Food Vehicles - Introduced
2. Exhibit A - Chapter 857 Mobile Food Vendors
3. Exhibit B - Chapter 857 Mobile Food Vehicles

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____

MAYOR

CHAPTER 857. MOBILE FOOD VENDORS

857.01 Definitions

- (a) "Mobile food vendor." A motorized vehicle, trailer, tent or stand which, upon issuance of a permit by the Fire Department, and in conformance with the regulations established by this chapter, may temporarily locate on public or private property and engage in the service, sale or distribution of ready to eat food for individual portion service to the general public.
- (b) "Mobile food vehicle vendor." The registered owner of a mobile food vendor vehicle, trailer, stand or business, or the owner's agent or employee; and referred to in this chapter as "vendor."

857.02 Scope

The provisions of this chapter apply to mobile food vendors engaged in the business of cooking, preparing and/or distributing food or beverage with or without charge upon or in public and private properties. This chapter does not apply to vehicles which dispense food and that move from place to place and are stationary in the same location for no more than 15 minutes at a time, such as ice cream trucks, or food vending pushcarts and stands located on sidewalks.

857.03 Permit required

- (a) It shall be unlawful for any person, including any religious, charitable or nonprofit organization to operate within the City any mobile food vending activity without first having obtained a current mobile food license from Lorain County Public Health and a mobile food vendor permit from the City of North Ridgeville.
- (b) A person desiring to engage in mobile food vending shall obtain a mobile food vendor permit at least 48 hours in advance from the Fire Department by submitting an application form to include the following:
 - (1) Name, phone number, email contact and business address of the applicant;
 - (2) A brief description of the preparation methods and food product offered for sale;
 - (3) Information on the mobile food vehicle to include year, make and model of the vehicle and dimensions, which shall not exceed 36 feet in length or 9 feet in width; and
 - (4) Information setting forth the proposed hours of operation, arrival time at the site, area of operation, plans for power access, cooking and heating equipment, water supply and wastewater disposal.
- (c) Upon on-site fire inspection, all vendors must provide copies of a current mobile food license from Lorain County Public Health, a permit from the Fire Department and insurance information including the following:
 - (1) Proof of General Comprehensive Liability policy with limits of no less than \$1 million of Combined Single Limit coverage issued by an insurer licensed to do business in this state and which names the City of North Ridgeville as an additional insured.
 - (2) Proof of Public Liability and Property Damage motor vehicle policy with limits of no less than \$1 million issued by an insurer licensed to do business in this state.
- (e) A permit issued under this chapter shall not be transferred from person to person.
- (f) A permit is valid for one motorized vehicle, trailer, tent or stand and shall not be transferred.

857.04 Regulations

Mobile food vendors shall obey all rules and regulations set forth by Lorain County Public Health, the Ohio Fire Code and the North Ridgeville Codified Ordinances. Additionally:

- (a) Mobile food vendors are prohibited from conducting business in the public right-of-way or on public property unless in conjunction with an approved Special Event Permit.
- (b) No operator of a mobile food vehicle shall park, stand or move a vehicle and conduct business within areas of the City where the permit holder has not been authorized to operate.
- (c) Mobile food vendors shall not be located within 50 feet from a commercial or residential structure without prior Fire Department approval.
- (d) No mobile food vendor shall utilize loud speakers or other noise-making devices.

857.05 Enforcement

- (a) Any permit holder operating a mobile food vehicle in violation of any provision of this chapter or any rules and regulations promulgated by the City shall be a misdemeanor of the fourth degree. Each day of violation shall constitute a separate and distinct offense.
- (b) Once a permit has been issued, it may be revoked, suspended or not renewed by the Fire Department for failure to comply with the provisions of this chapter and any rules or regulations promulgated by the City.

CHAPTER 857. MOBILE FOOD VEHICLES

857.01 Definitions

- (a) "Mobile food vehicle." A food establishment that is located upon or within a moveable vehicle or apparatus, including but not limited to motorized vehicles, trailers and hand propelled carts, where food or beverage is cooked, prepared or served for individual portion service. This definition does not apply to vehicles used in mobile frozen dessert sales, "meals on wheels" program vehicles or food delivery services.
- (b) "Mobile food vendor." The registered owner of a mobile food vehicle, or the owner's agent or employee; and referred to in this chapter as "vendor."
- (c) "Special event." A preplanned, temporary gathering held in a public area including public parks, streets, sidewalks or rights-of-way that may impact public safety, traffic or municipal services therefore requiring city approvals and/or permits.
- (d) "State mobile food service operation definition." The terms "mobile food service operation" and "mobile retail food establishment" are defined by the Ohio Uniform Food Safety Code in Ohio Administrative Code Rule 3717-1-01 and Ohio Revised Code § 3717.01. Under these definitions, a food service operation that operates from a movable vehicle and routinely changes location is considered a mobile food service operation. If the operation remains at one location for more than forty (40) consecutive days, it is no longer considered a mobile food service operation for state food safety licensing purposes.
- (e) "Temporary Food Service Tent." A non-vehicular temporary structure, including a tent, canopy or membrane structure, used for the preparation or service of food for a limited time.

857.02 Food license and permit required

No person or entity shall operate a mobile food vehicle within the City without first having obtained a current mobile food license from Lorain County Public Health and a permit issued by the North Ridgeville Fire Department. A mobile food vehicle permit is required for every mobile food vehicle.

857.03 Application and permit issuance

- (a) Any person seeking a permit to operate a mobile food vehicle shall make application to the Fire Department, pay a non-refundable application fee of one hundred dollars (\$100.00) and provide the following information:
 - (1) Name, phone number, email and business address of the vendor;
 - (2) A description of the proposed menu and food preparation methods;
 - (3) Information on the mobile food vehicle to include type of unit, dimensions, make/model and vehicle registration; and
 - (4) Additional information requested, including but not limited to proof of fire safety compliance, plans for power access, cooking and heating equipment and details on water supply and wastewater disposal.
- (b) Each operator of a mobile food vehicle shall provide proof of general commercial liability insurance in an amount not less than one million dollars (\$1,000,000), which shall also insure, indemnify and hold harmless the City from any and all judgments, costs or expenses which the City may incur or suffer as a result of the issuance of a permit to, and the activities of, the mobile food vehicle.
- (c) Each mobile food vehicle shall be inspected by the Fire Department, at the designated fire station, on an annual basis prior to issuance of a permit to ensure compliance with all applicable Federal, State and local fire safety statutes, regulations, ordinances and codes.

- (d) Upon successful completion of the application and inspection process, the Fire Chief shall issue a permit, valid from the date of issuance until April 1 of the following year. The current permit shall be displayed upon the mobile food vehicle in an unobscured, conspicuous place. A permit is valid for one mobile food vehicle and shall not be transferred.
- (e) If the application is denied, the Fire Chief shall state the specific reasons for the denial. Any applicant who has been denied a permit may appeal such denial by making application to the Board of Zoning and Building Appeals within ten (10) days of the denial.

857.04 Regulations

Mobile food vehicles are subject to these additional regulations:

- (a) Mobile food vehicles are prohibited from operating in the public right-of-way or on public property unless in conjunction with an approved special event or block party as approved by the Mayor.
- (b) Mobile food vehicles may be permitted on private property only with the written approval of the property owner. No mobile food vehicle shall operate at a location where the vendor has not been authorized to do business.
- (c) Mobile food vehicles shall not operate within 10 feet of commercial or residential structures without prior Fire Department approval.
- (d) Mobile food vehicles may operate in any given location no more than 60 days in a calendar year and no more than five consecutive days. Duration limits do not apply to mobile food vehicles owned or contracted by an onsite restaurant. Duration limits may be waived for mobile food vehicles operating on City-owned property as approved by the Mayor.
- (e) Hours of operation shall be limited to 7:00 a.m. to 9:00 p.m. or as approved in conjunction with a special event.
- (f) Mobile food vehicles shall not exceed 36 feet in length or 9 feet in width.
- (g) Mobile food vehicles shall only be parked on a paved or hard surface, unless in conjunction with an approved special event. Mobile food vehicles shall not be located in a manner as to block required parking, fire hydrants, fire lanes or means of egress from buildings.
- (h) Mobile food vehicles shall serve pedestrian customers only; no drive-through operations or drive-in service is permitted.
- (i) No vendor shall utilize loudspeakers or other noise-making devices. Vendors shall comply at all times with City noise regulations.
- (j) Vendors shall provide for trash and/or recycling receptacles in close proximity to the mobile food vehicle. Trash must be removed daily from the site.

857.05 Temporary food service tents.

- (a) Temporary food service tents are prohibited unless in conjunction with an approved special event.
- (b) Temporary food service tents may operate no more than four (4) consecutive days per event, with a maximum of eight (8) events per calendar year per location, unless otherwise approved by the Fire Chief.
- (c) The use of cooking equipment within a temporary food service tent is subject to Fire Department approval on a case-by-case basis. The use of deep fryers or similar grease-producing equipment under tents is prohibited.
- (d) Temporary food service tents shall comply with Chapter 1470 Tents and all applicable requirements of Lorain County Public Health.

857.06 Enforcement and penalty

- (a) Any mobile food vehicle shall be subject to inspection by the Fire Department during operations to ensure compliance with applicable codes and ordinances. The provisions of this chapter may also be enforced by the North Ridgeville Police Department or Building Division.
- (b) Any mobile food vehicle being operated without a valid permit issued by the City shall be deemed a public safety hazard and may be ticketed and impounded.
- (c) Any vendor operating a mobile food vehicle in violation of any provision of this chapter or any rules and regulations promulgated by the City is guilty of a minor misdemeanor for a first offense; for a second offense, such vendor is guilty of a misdemeanor of the fourth degree. Each day of violation shall constitute a separate and distinct offense.
- (d) Once a permit has been issued, it may be revoked, suspended or not renewed by the Fire Department for failure to comply with the provisions of this chapter and any rules or regulations promulgated by the City.



To: City Council
From: Mayor Corcoran
Prepared By: Planning and Development Department - Kim Lieber
Meeting Date: Monday, April 20, 2026 7:00 PM
Agenda Name: Regular City Council Meeting

LEGISLATION TITLE:

O 2026-48 An Ordinance amending Chapters 1010 and 1444 of the North Ridgeville Codified Ordinances concerning engineering and building permits and fees.
 (Introduced by Mayor Corcoran; First Reading on 04-06-2026)

WHY THIS LEGISLATION IS NEEDED (PURPOSE & BACKGROUND):

Recommended Actions:
 Adopt after Three Readings

Reason for Legislation and Action:
 The purpose of this ordinance is to update Chapters 1010 and 1444 of the North Ridgeville Codified Ordinances to revise the City’s engineering and building permit fee schedules. The intent is to streamline and simplify the fee structure, improve clarity for applicants and staff, and reduce unnecessary administrative tracking associated with permits and deposits.

These updates are needed as the City transitions to an online permitting system. Aligning the fee schedules with the new platform will help ensure the system functions properly, avoid workarounds, and support a more consistent and user-friendly permitting process. While many existing fees remain unchanged, these revisions address areas where updates are necessary to better fit current practices and the new permitting workflow.

FINANCIAL SUMMARY:

Was this item budgeted as part of annual appropriations?	No
If so, what fund is this expenditure budgeted for?	N/A
Does this legislation change the annual appropriation estimate?	

Is this an increase or a decrease in appropriations?	
Original Budget Amount	
Amount Requesting	
Linked Legislation	

See 2026 Approved Budget [here](#).

ATTACHMENTS:

1. ORD. NO. 2026-48 Amend Chapter 1010 and 1444 GovWell - Introduced
2. Ordinance Exhibits

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including §121.22 of the Ohio Revised Code.

SECTION 5. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____

MAYOR

CHAPTER 1010 ENGINEERING PERMITS AND FEES

1010.01 Permit fees

Applicable fees shall be collected by the City Engineer prior to issuance of a permit. The fee for those miscellaneous engineering permits specified in this section shall be as follows:

(a)	Apron, curb cut	\$80
(b)	Backflow preventer	\$80
(c)	Culvert pipe/ditch enclosure	\$80
(d)	Downspouts	\$80
(e)	Grading	\$80
(f)	Lawn sprinkler/irrigation system	\$80
(g)	Oversized trucks	\$30
(h)	Sanitary lateral and/or clean out	\$80
(i)	Sanitary sewer tap-in at main	See Chapter 1044
(j)	Sidewalk	\$80
(k)	Small cell wireless facility	\$250
(l)	Storm sewer	\$80
(m)	Street opening	See Chapter 1020
(n)	Tree clearing (1 + acre)	\$150
(o)	Tree planting or removal (public/ROW)	\$0
(p)	Water meter	\$80
(q)	Water	
	(1) Water tap at main	See Chapter 1046
	(2) Service connection	See Chapter 1046

(Ord. No. 2024-26, § 2(Exh. C), 4-15-24; Ord. No. 2025-50, § 3, 4-21-25; Ord. No. 2025-55, § 1 (Exh. A), 4-21-25)

1010.02 Additional fees

- (a) Credit card fee. A convenience fee may be applied to any credit card transaction in an amount sufficient to cover the City's administrative cost of processing payment.
- (b) Work without permit. Where work for which a permit is required is started prior to obtaining such permit, the fees required by such permit shall be doubled, but the payment of such double fee shall not relieve any person from fully complying with the requirements of this chapter or other applicable codes.

(Ord. No. 2024-26, § 2(Exh. C), 4-15-24)

1010.03 Plan reviews and inspections

- (a) Residential subdivision. Developers proposing to construct a new residential subdivision shall be responsible for engineering plan review and inspection costs as follows:

EXHIBIT A: Current Chapter 1010

- (1) Plan review deposit. Each applicant shall be required to deposit funds with the City Engineer for purposes of plan review at the time of permit application. Such deposit shall be \$2,000.00 plus \$90.00 per lot.
 - (2) Fees for plan review. Charges against the plan review deposit shall be based on the actual time spent in review of improvement plans and revisions to plans by city personnel or the actual cost of such services provided by an outside plan reviewer. Costs of city personnel will be computed on the basis of the rates on file with the Clerk of Council.
 - (3) Inspection deposit. At the time of permit issuance, the permit holder shall deposit a sum of money with the City for engineering inspection services as required in the developer's agreement.
 - (4) Fees for inspections. Charges against the inspection deposit shall be based on the actual time spent inspecting construction work by city personnel. Costs of city personnel will be computed on the basis of the rates on file with the Clerk of Council.
- (b) Individual dwelling. Builders proposing to construct a new residential dwelling shall be responsible for engineering plan review and inspection costs as follows:
- (1) Plan review and inspection fees. Each applicant shall pay a fee of \$425.00 at the time of permit application for required plan reviews and inspections including SWP3, grading, topographical survey and as-built plans. After approval is granted of the topographical survey, the applicant shall pay an additional plan review fee of \$100.00 for any changes to the topographical survey.
 - (2) Reinspection deposit. At the time of permit issuance, the permit holder shall deposit \$500.00 with the City for engineering re-inspections. When extra engineering inspections are made necessary by reason of deficient or defective work or otherwise through fault or error on the part of a permit holder or their employees, each and every further engineering inspection shall be deemed a reinspection, the cost of which shall be assessed to the applicant. Any unused funds deposited shall be refunded to the applicant once a project has received all final approvals.
 - (3) Fees for reinspection. Extra inspections shall be charged against the deposit at the rate of \$100.00 per inspection.
- (c) Commercial, multi-family, industrial or other site plan. Developers proposing to construct a new commercial, multi-family or industrial project shall be responsible for engineering plan review and inspection costs as follows:
- (1) Plan review deposit. Each applicant shall be required to deposit funds with the City Engineer for purposes of plan review at the time of permit application. For new construction, such deposit shall be \$2,500.00 for the first acre plus \$500.00 for each additional acre or fraction thereof of the total project site. For additions and alterations, such deposit shall be calculated at the same rate based upon disturbed area.
 - (2) Fees for plan review. Charges against the plan review deposit shall be based on the actual time spent in review of improvement plans and revisions to plans by city personnel or the actual cost of such services provided by an outside plan reviewer. Costs of city personnel will be computed on the basis of the rates on file with the Clerk of Council.
 - (3) Inspection deposit. At the time of permit issuance, the permit holder shall deposit \$500.00 per acre or fraction thereof of the total project site with the City for engineering inspections.
 - (4) Fees for inspections. Charges against the inspection deposit shall be based on the actual time spent inspecting construction work by city personnel. Costs of city personnel will be computed on the basis of the rates on file with the Clerk of Council.

- (d) Additional funds. Should any deposits required in (a) through (c) above be exhausted, the City may require additional deposits to be made by the applicant. No certificate of occupancy shall be issued until all fees are paid in full.

(Ord. No. 2024-26, § 2(Exh. C), 4-15-24; Ord. No. 2025-55, § 1 (Exh. A), 4-21-25)

1010.04 Completion of final grading

- (a) Prior to the issuance of a certificate of occupancy, and at the time of final grade inspection for any newly constructed residential dwelling or commercial building, the owner or contractor shall first submit to the City Engineer an attestation sealed by an Ohio registered surveyor affirming that the final site elevations and building locations are in accordance with previously approved grading plans, permits and authorizations relating to the subject project.
- (b) Seeding and/or mulching shall comply with the approved grading plan. Seeding shall include a uniform perennial vegetative cover as approved by the City Engineer. Acceptable mulching includes straw, burlap, erosion-control matting or as otherwise approved by the City Engineer. The main purpose of seeding and/or mulching shall be to control soil erosion and reduce storm water runoff associated with bare soil.
- (c) Within 21 calendar days, weather permitting, after approval of the final grading, the owner will seed and mulch all bare soil and plant trees. In the meantime, appropriate methods must be utilized by the owner to control soil erosion, such as bales of straw, straw mulch or other approved methods. Upon timely request made to the City Engineer, tree planting may be postponed to a date certain, not to exceed six months after approval of the final grading, if the postponement is found to be necessary due to seasonal climate concerns in order to ensure and promote the viability of the tree species.
- (d) If any provision of this section is in conflict with the Ohio Environmental Protection Agency's regulations, including, but not limited to, the Storm Water Pollution Prevention Plan (SWP3), the more stringent regulations shall apply.

(Ord. No. 2024-26, § 2(Exh. C), 4-15-24; Ord. No. 2025-55, § 1 (Exh. A), 4-21-25)

1010.05 Cash deposit to guarantee completion of grade

- (a) Where completion of the Final Grade Checklist prior to occupancy of any newly constructed residential dwelling or commercial building is not feasible due to weather or unforeseen conditions, the builder and property owner (or purchaser, if ownership has not yet transferred from the builder) may request an extension of time to perform the work. Such request shall be made in writing on a form provided by the City Engineer.
- (b) Where an extension is approved by the City Engineer, the builder or owner/purchaser shall furnish a \$5,000.00 cash deposit for up to the first acre plus \$1,000.00 for each additional acre thereafter of disturbed area (minimum \$5,000.00 not to exceed \$25,000.00), guaranteeing the completion of the finished grade and installation of all required landscaping no later than six months after issuance of the certificate of occupancy.
- (c) If an owner/purchaser chooses to submit the deposit required in subsection (b), they are acknowledging responsibility for the completion of work, even though it may contradict a separate agreement with their builder.
- (d) Permits for projects requiring establishment of finished grade (fences, accessory structures, etc.) shall not be issued until such time final grading is complete and approved by the City Engineer.
- (e) If final grading is not completed within the required timeframe, the deposit required in this section shall be forfeited to the City.

- (f) Whoever violates any provisions of this section is guilty of a misdemeanor of the fourth degree. The imposition of penalties shall not preclude the City from pursuing civil remedies against the builder and/or owner to ensure completion of final grade or taking other action against the builder, including revocation of the builder's contractor registration certificate.

(Ord. No. 2024-26, § 2(Exh. C), 4-15-24; Ord. No. 2025-55, § 1 (Exh. A), 4-21-25)

1010.06 Fire hydrant use permits

- (a) Permit required. No person shall use water from street hydrants without a permit issued by the City Engineer. The applicant shall submit a completed rental agreement with required fees and deposits prior to obtaining the permit and the hydrant meter and backflow preventer assembly.
- (b) Fees. Each applicant will be charged an administrative fee of \$150.00 and a maintenance fee of \$100.00.
- (c) Deposit. Each applicant shall be required to deposit \$2,250.00 for use of the City's equipment. Charges against the deposit shall include actual water usage costs and the costs associated with making any necessary repairs for damage to the equipment. A \$50.00 charge against the deposit shall be made for each month, or fraction thereof, the equipment is not returned after the rental agreement term expires. Should the deposit required in this section be insufficient to cover these charges, the applicant will be responsible for paying the balance within 30 days of returning the equipment.

(Ord. No. 2024-26, § 2(Exh. C), 4-15-24; Ord. No. 2025-55, § 1 (Exh. A), 4-21-25)

CHAPTER 1010 ENGINEERING PERMITS AND FEES

1010.01 Permit fees

Applicable fees shall be collected by the City Engineer prior to issuance of a permit. The fee for those miscellaneous engineering permits specified in this section shall be as follows:

(a)	Apron, curb cut	\$80
(b)	Backflow preventer	\$80
(c)	Culvert pipe/ditch enclosure	\$80
(d)	Driveway, parking lot	\$80
(e)	Downspouts	\$80
(f)	Grading	\$80
(g)	Lawn sprinkler/irrigation system	\$80
(h)	Oversized trucks	\$30
(i)	Sanitary lateral and/or clean out	\$80
(j)	Sanitary sewer tap-in at main	See Chapter 1044
(k)	Sidewalk	\$80
(l)	Small cell wireless facility	\$250
(m)	Storm sewer	\$80
(n)	Street opening	See Chapter 1020
(o)	Tree clearing (1 + acre)	\$150
(p)	Tree planting or removal (public/ROW)	\$0
(q)	Water meter	\$80
(r)	Water	
	(1) Water tap at main	See Chapter 1046
	(2) Service connection	See Chapter 1046

1010.02 Additional fees

- (a) Credit card fee. A convenience fee may be applied to any credit card transaction in an amount sufficient to cover the City's administrative cost of processing payment.
- (b) Work without permit. Where work for which a permit is required is started prior to obtaining such permit, the fees required by such permit shall be doubled, but the payment of such double fee shall not relieve any person from fully complying with the requirements of this chapter or other applicable codes.

1010.03 Plan reviews and inspections

- (a) Residential subdivision. Developers proposing to construct a new residential subdivision shall be responsible for engineering plan review and inspection costs as follows:
 - (1) Plan review deposit. Each applicant shall be required to deposit funds with the City Engineer for purposes of plan review at the time of permit application. Such deposit shall be \$2,000.00 plus \$90.00 per lot.
 - (2) Fees for plan review. Charges against the plan review deposit shall be based on the actual time spent in review of improvement plans and revisions to plans by city personnel or the actual cost of such services provided by an outside plan reviewer. Costs of city personnel will be computed on the basis of the rates on file with the Clerk of Council.

EXHIBIT B: Proposed Chapter 1010

- (3) Inspection deposit. At the time of permit issuance, the permit holder shall deposit a sum of money with the City for engineering inspection services as required in the developer's agreement.
 - (4) Fees for inspections. Charges against the inspection deposit shall be based on the actual time spent inspecting construction work by city personnel. Costs of city personnel will be computed on the basis of the rates on file with the Clerk of Council.
- (b) Individual dwelling. Builders proposing to construct a new residential dwelling shall be responsible for engineering plan review and inspection costs as follows:
- (1) Plan review and inspection fees. Each applicant shall pay a fee of \$425.00 at the time of permit application for required plan reviews and inspections including SWP3, grading, topographical survey and as-built plans. After approval is granted of the topographical survey, the applicant shall pay an additional plan review fee of \$100.00 for any changes to the topographical survey.
 - (2) Reinspection fees. When extra engineering inspections are made necessary by reason of deficient or defective work or otherwise through fault or error on the part of a permit holder or their employees, each and every further engineering inspection shall be deemed a reinspection, the cost of which shall be assessed to the applicant. Extra inspections shall be charged at the rate of \$100.00 per inspection.
- (c) Commercial, multi-family, industrial or other site plan. Developers proposing to construct a new commercial, multi-family or industrial project shall be responsible for engineering plan review and inspection costs as follows:
- (1) Plan review deposit. Each applicant shall be required to deposit funds with the City Engineer for purposes of plan review at the time of permit application. For new construction, such deposit shall be \$2,500.00 for the first acre plus \$500.00 for each additional acre or fraction thereof of the total project site. For additions and alterations, such deposit shall be calculated at the same rate based upon disturbed area.
 - (2) Fees for plan review. Charges against the plan review deposit shall be based on the actual time spent in review of improvement plans and revisions to plans by city personnel or the actual cost of such services provided by an outside plan reviewer. Costs of city personnel will be computed on the basis of the rates on file with the Clerk of Council.
 - (3) Inspection deposit. At the time of permit issuance, the permit holder shall deposit \$500.00 per acre or fraction thereof of the total project site with the City for engineering inspections.
 - (4) Fees for inspections. Charges against the inspection deposit shall be based on the actual time spent inspecting construction work by city personnel. Costs of city personnel will be computed on the basis of the rates on file with the Clerk of Council.
- (d) Additional funds. Should any deposits required in (a) or (c) above be exhausted, the City may require additional deposits to be made by the applicant. No certificate of occupancy shall be issued until all fees are paid in full.

1010.04 Completion of final grading

- (a) Prior to the issuance of a certificate of occupancy, and at the time of final grade inspection for any newly constructed residential dwelling or commercial building, the owner or contractor shall first submit to the City Engineer an attestation sealed by an Ohio registered surveyor affirming that the final site elevations and building locations are in accordance with previously approved grading plans, permits and authorizations relating to the subject project.
- (b) Seeding and/or mulching shall comply with the approved grading plan. Seeding shall include a uniform perennial vegetative cover as approved by the City Engineer. Acceptable mulching includes straw, burlap, erosion-control matting or as otherwise approved by the City Engineer. The main purpose of seeding and/or mulching shall be to control soil erosion and reduce storm water runoff associated with bare soil.

- (c) Within 21 calendar days, weather permitting, after approval of the final grading, the owner will seed and mulch all bare soil and plant trees. In the meantime, appropriate methods must be utilized by the owner to control soil erosion, such as bales of straw, straw mulch or other approved methods. Upon timely request made to the City Engineer, tree planting may be postponed to a date certain, not to exceed six months after approval of the final grading, if the postponement is found to be necessary due to seasonal climate concerns in order to ensure and promote the viability of the tree species.
- (d) If any provision of this section is in conflict with the Ohio Environmental Protection Agency's regulations, including, but not limited to, the Storm Water Pollution Prevention Plan (SWP3), the more stringent regulations shall apply.

1010.05 Cash deposit or bond to guarantee completion of grade

- (a) Where completion of the Final Grade Checklist prior to occupancy of any newly constructed residential dwelling or commercial building is not feasible due to weather or unforeseen conditions, the builder and property owner (or purchaser, if ownership has not yet transferred from the builder) may request an extension of time to perform the work. Such request shall be made in writing on a form provided by the City Engineer.
- (b) Where an extension is approved by the City Engineer, the builder or owner/purchaser shall furnish a \$5,000.00 cash deposit for up to the first acre plus \$1,000.00 for each additional acre thereafter of disturbed area (minimum \$5,000.00 not to exceed \$25,000.00), guaranteeing the completion of the finished grade and installation of all required landscaping no later than six months after issuance of the certificate of occupancy.
- (c) If an owner/purchaser chooses to submit the deposit required in subsection (b), they are acknowledging responsibility for the completion of work, even though it may contradict a separate agreement with their builder.
- (d) Permits for projects requiring establishment of finished grade (fences, accessory structures, etc.) shall not be issued until such time final grading is complete and approved by the City Engineer.
- (e) If final grading is not completed within the required timeframe, the deposit required in this section shall be forfeited to the City.
- (f) Whoever violates any provisions of this section is guilty of a misdemeanor of the fourth degree. The imposition of penalties shall not preclude the City from pursuing civil remedies against the builder and/or owner to ensure completion of final grade or taking other action against the builder, including revocation of the builder's contractor registration certificate.

1010.06 Fire hydrant use permits

- (a) Permit required. No person shall use water from street hydrants without a permit issued by the City Engineer. The applicant shall submit a completed rental agreement with required fees and deposits prior to obtaining the permit and the hydrant meter and backflow preventer assembly.
- (b) Fees. Each applicant will be charged an administrative fee of \$150.00 and a maintenance fee of \$100.00.
- (c) Deposit. Each applicant shall be required to deposit \$2,250.00 for use of the City's equipment. Charges against the deposit shall include actual water usage costs and the costs associated with making any necessary repairs for damage to the equipment. A \$50.00 charge against the deposit shall be made for each month, or fraction thereof, the equipment is not returned after the rental agreement term expires. Should the deposit required in this section be insufficient to cover these charges, the applicant will be responsible for paying the balance within 30 days of returning the equipment.

CHAPTER 1444 BUILDING PERMITS AND FEES¹

1444.01 Residential permit fees

Applicable fees shall be collected by the Chief Building Official prior to issuance of a permit. The fee for a building permit for residential uses shall be as follows:

(a)	Residential New Construction		
	(1)	New dwelling	\$765, plus \$5 per 100 sq. ft.
	(2)	Plumbing	\$150
	(3)	Electrical	\$150
	(4)	Heating	\$150
	(5)	Air conditioning	\$150
	(6)	Duct work	\$100
	(7)	Fireplace	\$75
	(8)	Occupancy	\$75
(b)	Residential Additions and Alterations		
	(1)	Addition or alteration	\$160, plus \$5 per 100 sq. ft.
	(2)	Plumbing	\$95
	(3)	Electrical	\$95
	(4)	Heating	\$95
	(5)	Air conditioning	\$95
	(6)	Duct work	\$75
	(7)	Fireplace	\$75
	(8)	Re-roof	\$75
	(9)	Siding	\$75
	(10)	Occupancy	\$60
(c)	Accessory Structure: detached garage, outbuilding, shed, deck, gazebo, pavilion, handicap ramp, etc.		\$80, plus \$3 per 100 sq. ft., plus plumbing, electric, HVAC fees, etc. per 1444.01(b)

(Ord. No. 2024-26, § 1(Exh. B), 4-15-24)

1444.02 Commercial and industrial permit fees

Applicable fees shall be collected by the Chief Building Official prior to issuance of a permit. The fee for a building permit for commercial and industrial uses shall be as follows:

(a)	Commercial New Construction		
	(1)	New building	\$925, plus \$7.50 per 100 sq. ft.
	(2)	Plumbing	\$225, plus \$7.50 per trap
	(3)	Electrical	\$225, plus \$7.50 per 100 sq. ft.

¹Ord. No. 2024-26, § 1(Exh. B), adopted April 15, 2024, repealed the former Ch. 1444. §§ 1444.01—1444.027, and enacted a new Ch. 1444 §§ 1444.01—1444.07 as set out herein. The former Ch. 1444 pertained to similar subject matter. See Code Comparative Table for complete listing of ordinances.

EXHIBIT C: Current Chapter 1444

	(4)	Heating	\$225 per unit
	(5)	Air conditioning	\$225 per unit
	(6)	Duct work	\$150
	(7)	Fireplace	\$100
	(8)	Parking lot	\$75, plus \$2 per 100 sq. ft.
	(9)	Occupancy	\$150
(b)	Commercial Additions and Alterations		
	(1)	Addition or alteration	\$545, plus \$7.50 per 100 sq. ft.
	(2)	Plumbing	\$225, plus \$7.50 per trap
	(3)	Electrical	\$225, plus \$7.50 per 100 sq. ft.
	(4)	Heating	\$225 per unit
	(5)	Air conditioning	\$225 per unit
	(6)	Duct work	\$150
	(7)	Fireplace	\$100
	(8)	Parking lot	\$75, plus \$2 per 100 sq. ft.
	(9)	Occupancy	\$150
(c)	Commercial Accessory Building		\$155, plus \$2 per 100 sq. ft., plus plumbing, electric, HVAC fees per 1444.02(b)

(Ord. No. 2024-26, § 1(Exh. B), 4-15-24)

1444.03 Mechanical, electrical, plumbing and miscellaneous permit fees

Applicable fees shall be collected by the Chief Building Official prior to issuance of a permit. The fee for those mechanical, electrical, plumbing and miscellaneous building permits specified in this section shall be as follows:

(a)	Heating and Air Conditioning Permits		
	(1)	Residential (per heating or AC unit)	\$80
	(2)	Commercial and industrial (per heating or AC unit)	\$230
(b)	Electrical Permits		
	(1)	Residential electric service only	\$80
	(2)	Commercial and industrial electric service only	\$230
	(3)	Temporary electric	\$80
(c)	Plumbing Permits		
	(1)	Residential hot water tank	\$80
	(2)	Commercial and industrial hot water tank	\$105
(d)	Alarm system (security)		\$80
(e)	Antenna (dish-type)		\$80
(f)	Demolition		\$150
(g)	Driveway		\$80
(h)	Farm building, greenhouse		\$110 plus \$3 for each 100 sq. ft. or portion of floor area
(i)	Fence, retaining wall		\$80
(j)	Fire alarm system		\$155 plus \$5 per device
(k)	Fire suppression (sprinkler) system		\$155 plus \$2 per 100 sq. ft.

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(Supp. No. 2, Update 5)

EXHIBIT C: Current Chapter 1444

(l)	Fireplace, chimney, flue stove		\$80
(m)	Footer tiles		\$80
(n)	General Inspection Permit (roof, siding, windows)		
	(1)	Residential	\$80
	(2)	Commercial	\$155
(o)	Hood		\$155
(p)	Parking lot		\$80 plus \$2 per 100 sq. ft.
(q)	Patio with stairs		\$80
(r)	Sign		
	(1)	Permanent sign requiring a permit under Chapter 1286	\$2 per sq. ft. with a minimum fee of \$55 plus \$50 for illuminated signs
	(2)	Temporary sign requiring a permit under Chapter 1286.12(e)(2) or 1286.12(e)(3)	\$25 per sign
(s)	Storage tank installation or removal		\$105 per tank
(t)	Swimming pool		
	(1)	Residential above-ground swimming pool	\$105
	(2)	Residential in-ground swimming pool	\$105 plus \$80 plumbing permit fee
	(3)	Commercial in-ground swimming pool	\$155 plus \$2 per 100 sq. ft. plus \$155 plumbing permit fee
(u)	Tents		
	(1)	Each additional tent	\$10
(v)	Waterproofing/dampproofing (existing foundation)		\$80

(Ord. No. 2024-26, § 1(Exh. B), 4-15-24; Ord. No. 2025-48, § 2, 4-21-2025)

1444.04 Plan approval fees

In addition to applicable fees associated with any permit, the following fees shall be collected by the Chief Building Official prior to permit issuance for plan review:

(a)	One, two and three-family dwellings	\$150
(b)	Residential additions and alterations	\$60
(c)	New construction or renovation of business, commercial or industrial buildings, including, but not limited to, apartment houses, places of assembly and business, industrial, commercial and institutional buildings	\$525 plus \$7.50 per 100 sq. ft. of floor area
(d)	Fire alarm systems	\$300 plus \$5 per device
(e)	Fire suppression (sprinkler) systems	\$300 plus \$2 per 100 sq. ft.
(f)	Resubmittal of residential plans	Same as original fee
(g)	Resubmittal of commercial plans	Same as original fee

(Ord. No. 2024-26, § 1(Exh. B), 4-15-24)

1444.05 Additional fees

- (a) State surcharge. Surcharges as required by the State of Ohio will be assessed on all building, HVAC, plumbing and electrical permits. All commercial permits governed by the Ohio Building Code shall be assessed a 3% fee. All residential permits governed by the Residential Code of Ohio shall be assessed a 1% fee.
- (b) Credit card fee. A convenience fee may be applied to any credit card transaction in an amount sufficient to cover the City's administrative cost of processing payment.
- (c) Work without permit. Where work for which a permit is required is started prior to obtaining such permit, the fees required by such permit shall be doubled, but the payment of such double fee shall not relieve any person from fully complying with the requirements of this chapter or other applicable codes.
- (d) Other permits and inspections. Depending on the scope of work proposed, additional permits, reviews, inspections and fees may apply.

(Ord. No. 2024-26, § 1(Exh. B), 4-15-24)

1444.06 Extra inspections

- (a) Reinspection deposit. When extra inspections are made necessary by reason of deficient or defective work or otherwise through fault or error on the part of a permit holder or their employees, each and every further inspection shall be deemed a reinspection, the cost of which shall be assessed to the applicant. Any unused funds deposited shall be refunded to the applicant once a project has received all final approvals. At the time of permit issuance, the permit holder shall deposit the following amounts with the City for reinspection:

(1) Residential Projects	\$500
(2) Commercial & Industrial Projects	\$900

- (b) Fees for Reinspections.
- (c) Extra inspections for residential projects shall be charged against the deposit at the rate of \$100 per inspection. Extra inspections for commercial and industrial projects shall be charged against the deposit at the rate of \$225 per inspection.
- (d) Additional funds. Should the funds deposited for reinspection be exhausted, the City may require additional reinspection deposits to be made by the applicant. No certificate of occupancy shall be issued until all reinspection fees are paid in full.

(Ord. No. 2024-26, § 1(Exh. B), 4-15-24)

1444.07 Park and recreation fees

- (a) Purpose. The fees required to be paid by this section are assessed for the planning, acquisition, improvement, expansion and operation of public parks, playgrounds and recreation facilities to serve the increasing population of the City, and to provide the means for additional revenues with which to finance such public facilities.
- (b) Definitions. As used in this section:
 - (1) "Dwelling unit" means each single-family dwelling and each unit of an apartment, duplex or multiple-dwelling structure designated as a separate place for habitation of a family. The term "dwelling unit" also includes each condominium designed as a separate habitation for one or more persons.

EXHIBIT C: Current Chapter 1444

- (2) "Person" means every person, firm or corporation engaging in construction activities himself, herself or itself or through the services of any employee, agent or independent contractor.
- (3) "Trailer space" means each space, area or building in a trailer park, mobile home park or other place designed or intended as a place to accommodate any mobile home, trailer, van, bus or other vehicle or mobile structure, when the same is being used as living quarters for human beings.
- (c) Fee for new dwelling units or trailer spaces. In addition to any other fees prescribed in these Codified Ordinances, every person constructing any new dwelling unit in the City shall pay to the City the sum of \$250 for each dwelling unit or trailer space.
- (d) Payment of fee. The fee provided in subsection (c) hereof shall be due and payable at the time of permit issuance for the construction of any such dwelling unit or trailer space.
- (e) Allocation of funds. All of the funds collected pursuant to this section shall be used, as allocated by Council, solely for public parks, playgrounds and recreational purposes, such as, but not limited to, the following:
 - (1) The purchase of land and interest in land;
 - (2) The development of parks and buildings for use thereon;
 - (3) The acquisition and development of other varieties of open space;
 - (4) The acquisition and development of parkways and median islands;
 - (5) The acquisition and development of bicycle trails, riding trails and other types of trails for recreational use;
 - (6) The acquisition and development of recreational facilities and equipment; and
 - (7) Operating costs of public parks, playgrounds and recreational facilities.

(Ord. No. 2024-26, § 1(Exh. B), 4-15-24)

CHAPTER 1444 BUILDING PERMITS AND FEES

1444.01 Residential permit fees

Applicable fees shall be collected by the Chief Building Official prior to issuance of a permit. The fee for a building permit for residential uses shall be as follows:

(a)	New Dwelling	\$1,600 plus \$5 per 100 sq. ft.
(b)	Additions and Alterations	\$160 plus \$5 per 100 sq. ft., plus applicable fees in (d) below.
(c)	Accessory Structures	
	(1) Detached garage, outbuilding, shed, deck, gazebo, pavilion, ramp, etc.	\$80 plus \$3 per 100 sq. ft., plus applicable fees in (d) below.
	(2) Fence, retaining wall	\$80
	(3) Patio with stairs	\$80
	(4) Swimming pool, above ground and inground	\$105 plus plumbing fee for inground pools
(d)	Trade Permits	
	(1) Heating, air conditioning, mini split	\$80 per unit
	(2) Ductwork	\$80
	(3) Electrical	\$80
	(4) Plumbing	\$80
	(5) Fireplace, chimney, flue stove	\$80
(e)	Miscellaneous Permits	
	(1) Demolition	\$155
	(2) Roof, siding or windows	\$80
	(3) Waterproofing/dampproofing (existing foundation), footer tiles	\$105
	(4) General inspection	\$80

1444.02 Commercial and industrial permit fees

Applicable fees shall be collected by the Chief Building Official prior to issuance of a permit. The fee for a building permit for commercial and industrial uses shall be as follows:

(a)	New Building	\$1,100 plus \$7.50 per 100 sq. ft., plus applicable fees in (d) below.
(b)	Additions and Alterations	\$700 plus \$7.50 per 100 sq. ft. plus applicable fees in (d) below.
(c)	Accessory Structures	
	(1) Accessory buildings	\$155 plus \$2 per 100 sq. ft., plus applicable fees in (d) below.
	(2) Fence, retaining wall	\$80
	(3) Swimming pool, inground	\$155 plus \$2 per 100 sq. ft. plus plumbing permit fee
(d)	Trade Permits	

EXHIBIT D: Proposed Chapter 1444

	(1)	Heating and air conditioning	\$225 per unit
	(2)	Ductwork	\$155
	(3)	Electrical	\$225, plus \$7.50 per 100 sq. ft.
	(4)	Temporary electric	\$80
	(5)	Plumbing	\$225, plus \$7.50 per trap
	(6)	Fireplace, chimney, flue stove	\$80
	(e)	Miscellaneous Permits	
	(1)	Demolition	\$155
	(2)	Farm building, greenhouse	\$110 plus \$3 for each 100 sq. ft. or portion of floor area
	(3)	Fire alarm system	\$155 plus \$5 per device
	(4)	Fire suppression (sprinkler) system	\$155 plus \$2 per 100 sq. ft.
	(5)	Hood	\$155
	(6)	Roof, siding or windows	\$80
	(7)	Sign, permanent	\$2 per sq. ft. with a minimum fee of \$55 plus \$50 for illuminated signs
	(8)	Sign, temporary	\$25 per sign
	(9)	Storage tank installation or removal	\$100 per tank
	(10)	Waterproofing/dampproofing (existing foundation), footer tiles	\$105
	(11)	General inspection	\$155
	(f)	Change of Use/Occupancy	\$50

1444.03 Plan approval fees

In addition to applicable fees associated with any permit, the following fees shall be collected by the Chief Building Official prior to permit issuance for plan review:

(a)	One, two and three-family dwellings	\$150
(b)	Residential additions and alterations	\$60
(c)	New construction or renovation of business, commercial or industrial buildings, including, but not limited to, apartment houses, places of assembly and business, industrial, commercial and institutional buildings	\$525 plus \$7.50 per 100 sq. ft. of floor area
(d)	Fire alarm systems	\$300 plus \$5 per device
(e)	Fire suppression (sprinkler) systems	\$300 plus \$2 per 100 sq. ft.
(f)	Resubmittal of residential plans	Same as original fee
(g)	Resubmittal of commercial plans	Same as original fee

1444.04 Additional fees

- (a) State Surcharge. Surcharges as required by the State of Ohio will be assessed on all building, HVAC, plumbing and electrical permits. All commercial permits governed by the Ohio Building Code shall be assessed a 3% fee. All residential permits governed by the Residential Code of Ohio shall be assessed a 1% fee.
- (b) Credit Card Fee. A convenience fee may be applied to any credit card transaction in an amount sufficient to cover the City's administrative cost of processing payment.
- (c) Work Without Permit. Where work for which a permit is required is started prior to obtaining such permit, the

fees required by such permit shall be doubled, but the payment of such double fee shall not relieve any person from fully complying with the requirements of this chapter or other applicable codes.

- (d) Other Permits and Inspections. Depending on the scope of work proposed, additional permits, reviews, inspections and fees may apply.

1444.05 Extra inspections

- (a) When extra inspections are made necessary by reason of deficient or defective work or otherwise through fault or error on the part of a permit holder or their employees, each and every further inspection of that work shall be deemed a reinspection. The rates for reinspection shall be as follows:

(1) Residential Projects	\$100 per inspection
(2) Commercial & Industrial Projects	\$225 per inspection

- (b) No certificate of occupancy shall be issued until all reinspection fees are paid in full.

1444.06 Park and recreation fees

- (a) Purpose. The fees required to be paid by this section are assessed for the planning, acquisition, improvement, expansion and operation of public parks, playgrounds and recreation facilities to serve the increasing population of the City, and to provide the means for additional revenues with which to finance such public facilities.
- (b) Definitions. As used in this section:
 - (1) "Dwelling unit" means each single-family dwelling and each unit of an apartment, duplex or multiple-dwelling structure designated as a separate place for habitation of a family. The term "dwelling unit" also includes each condominium designed as a separate habitation for one or more persons.
 - (2) "Person" means every person, firm or corporation engaging in construction activities himself, herself or itself or through the services of any employee, agent or independent contractor.
 - (3) "Trailer space" means each space, area or building in a trailer park, mobile home park or other place designed or intended as a place to accommodate any mobile home, trailer, van, bus or other vehicle or mobile structure, when the same is being used as living quarters for human beings.
- (c) Fee for New Dwelling Units or Trailer Spaces. In addition to any other fees prescribed in these Codified Ordinances, every person constructing any new dwelling unit in the City shall pay to the City the sum of \$250 for each dwelling unit or trailer space.
- (d) Payment of Fee. The fee provided in subsection (c) hereof shall be due and payable at the time of permit issuance for the construction of any such dwelling unit or trailer space.
- (e) Allocation of Funds. All of the funds collected pursuant to this section shall be used, as allocated by Council, solely for public parks, playgrounds and recreational purposes, such as, but not limited to, the following:
 - (1) The purchase of land and interest in land;
 - (2) The development of parks and buildings for use thereon;
 - (3) The acquisition and development of other varieties of open space;
 - (4) The acquisition and development of parkways and median islands;
 - (5) The acquisition and development of bicycle trails, riding trails and other types of trails for recreational use;
 - (6) The acquisition and development of recreational facilities and equipment; and
 - (7) Operating costs of public parks, playgrounds and recreational facilities.



To: City Council
From: Mayor Corcoran
Prepared By: Parks and Recreation Division - Brenda Tuttle
Meeting Date: Monday, April 20, 2026 7:00 PM
Agenda Name: Regular City Council Meeting

LEGISLATION TITLE:

O 2026-47 An Ordinance authorizing the sale or resale of beer at the North Ridgeville Summer Concert Series.
 (Introduced by Mayor Corcoran; First Reading on 04-06-2026; Dispense with second reading on 04-06-2026)

WHY THIS LEGISLATION IS NEEDED (PURPOSE & BACKGROUND):

Recommended Actions:
 Dispense Second and Third Readings and Adopt

Reason for Legislation and Action:
 This ordinance may increase attendance at the summer concerts, and donating part of the proceeds to a local organization.

FINANCIAL SUMMARY:

Was this item budgeted as part of annual appropriations?	No
If so, what fund is this expenditure budgeted for?	
Does this legislation change the annual appropriation estimate?	
Is this an increase or a decrease in appropriations?	
Original Budget Amount	
Amount Requesting	
Linked Legislation	

See 2026 Approved Budget [here](#).

ATTACHMENTS:

1. ORD. NO. 2026-47 Authorize the Sale of Beer at NR Summer Concerts - Introduced

SECTION 5. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 6. This Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____

MAYOR