PROPOSED ZONING AMENDMENT:

APPLICANT'S STATEMENT:

PLANNED UNIT DEVELOPMENT June 15, 1995
AMENDED PRELIMINARY DEVELOPMENT PLAN ***Revised: March 25,1997***
McKITRICK PROPERTY/I-270 AND COFFMAN ROAD ***(Revisions in bold italics)***

Prepared by NBBJ

PURPOSE:

The site of approximately 150 acres was originally zoned as a PUD to contain office uses and to permit an exchange of land for the expansion of the high school on Coffman Road. Since the original zoning both market trends and the infrastructure needs of the City have changed. In addition, the City initiated a study to locate a bridge crossing the Scioto River. This bridge location has been identified on State Route 745 immediately east of the site and impacts the road alignment as determined in the original zoning. The McKitrick parcel has become an opportunity to provide a new critical component to an overall transportation network for the City. This new road network would link the core of the community to both the southwest and the northeast area. The amended preliminary development plan addresses this by providing the road linkage (the Coffman/Sawmill Connector) through the McKitrick parcel to the proposed bridge crossing at the river. Office uses would be freeway oriented, and located adjacent to I-270.

Tax increment financing is in place in the City of Dublin for infrastructure improvements, and the City has hired an independent traffic consultant to review the Coffman/Sawmill Connector. Discussions have occurred between the City of Dublin and the School Board to explore a revised road alignment for the Coffman/Sawmill Connector .

WAIVER REQUEST:

The applicant requires a waiver of the requirement of Section 1181.07i(5) for submission of a final development plan within 240 days of approval of the preliminary development plan Exhibit 1 but agrees that in return for said waiver applicant will agree to and will submit and process a final development plan for each phase of its development, all in accordance with Chapter 1181 of the Planning and Zoning Code, and agrees that said plans shall be processed and considered in the light of capital improvement programs then completed, in process, or planned.

1. **North Point and Scale:**

   Provided on PUD Map.

2. **Proposed Location and Size of Residential Uses:**

   Single family residential uses are planned for Subarea 4 immediately adjacent to existing single family residences in Coventry Woods east of Indian Run creek as shown on the Subarea 4 Preliminary Development Plan Dated May 1, 1995.

3. **Location and use of non-residential portions of the tract:**

   Subareas 1, 2, and 3, will be available for office uses, and a Daycare Facility/Center may be located only in Subareas 2 and 3.

   As indicated on the accompanying Preliminary Development Plan , the site would be developed in a range of square footages and heights. The most intense uses would be located in the middle of the site along I-270, with intensity decreasing to the north, east and west. This amended zoning requests an increase in the square footage from 10,000 square feet to 12,000 and 15,000 square feet per acre respectively in Subareas 1 and 2 and limits the height in the office subareas. The original zoning allowed for approximately 1,500,000 square feet of office uses. This application would allow approximately 1,200,000 square feet of office uses and represents an overall decrease in the office square footage. This application would also allow a portion of the site in Subarea 4 west of Indian Run to be developed in park, play and practice fields.

4. **The Proposed Provision of Water, Sanitary and Storm Water:**

   Water service will be provided for the entire tract via the existing 16" waterlines located along Coffman Road and SR 745. A water line will be constructed along the length of the Coffman/Sawmill Connector that will serve the entire tract.

   Sanitary sewer service is presently available from three sources: the 24" sewer that runs along the west bank of the North Fork of Indian Run, the 8" sewer at the southwest corner of the site (east of the existing multi-family) and the 36" sewer that runs along the east side of SR 745. It is anticipated that the ultimate site development will require that each of these outlets be utilized due to phasing and topographic considerations.

   The majority of the site drainage is tributary to the North Fork of Indian Run and the Scioto River. A small area at the southwest corner of the development is tributary to the South Fork of Indian Run. It is anticipated that storm water detention/retention will be provided on a regional basis in conformance with the City of Dublin storm water management policies. Individual site basins may be provided in lieu of the regional concept if dictated by phasing. Detention/retention plans shall be completed for each development on the site per City of Dublin requirements. An overall master plan may be considered for detention/retention on this site. All storm water facilities will be coordinated with the public improvements that will be constructed as part of the new roadway.

5. **The Proposed Traffic Circulation Pattern:**

   The revised Preliminary Development Plan indicates the approximate and desired location of the Coffman/Sawmill Connector. The City has retained the services of Burgess and Niple to study the exact road alignment. The Coffman/Sawmill Connector would intersect with Coffman Road between the High School and Willow Grove, involving perhaps some portion of the Blankenship property. It will

generally run eastward through the site and bridge Indian Run. The northern right-of-way line shall at no point be closer than 200' from any current development bordering the site to the north. The Coffman/Sawmill Connector will intersect State Route 745 just north of Interstate 270 on the expected alignment for the new Scioto River bridge. Eventually the Coffman/Sawmill Connector would be extended by the City east of State Route 745 and cross the river. Pedestrian circulation would occur along the Coffman / Sawmill Connector . It is anticipated that a bike path would be developed on the north side and a sidewalk on the south side to be constructed as part of the roadway construction of Coffman /Sawmill Connector. A bike path shall be constructed within Subarea 4 along the west side of State Route 745 by the developer of Subarea 4.

To facilitate the new alignment of Coffman Road coordination will be required between the City and the School Board to acquire, exchange and/or transfer land as necessary.

6. The Proposed Schedule of Site Development:

The city has retained the firm of Burgess & Niple to do a traffic analysis and detailed design documents for the Coffman/Sawmill Connector. The alignment analysis is being completed. Concurrently, a major corporate user is preparing documents for a Phase I, 120,000+ square foot office building to start construction in the summer of 1995, pending finalized economic inducement agreements and approval of this amended application. A second major corporate office user is anticipated to locate a 60-acre corporate campus on this site within three years.

7. The Relationship of Proposed Development to Existing and Future Land Use:

The proposed site would join a fairly impressive list of existing freeway oriented corporate uses presently within the City of Dublin. Having strong visual attachment to both Midvo and OCLC, the proposed office development and the potential major corporate office users represent a logical completion and preservation of superior office sites in an area that is already established and recognized for such developments. This Preliminary Development Plan also provides another critical portion of a major east-west road network to link Dublin.

General Development Standards

1. It is the intent for this development to be a unified, high quality office park.

2. Mid-rise, signature type offices will be promoted along the freeway.

3. Detailed architectural standards will be set forth in deed restrictions providing for coordinated use of materials and architectural character throughout the development.

4. Signage shape, size, color, and style will be controlled by signage standards set forth for the entire development and shall comply with the standards of the City of Dublin. All site planning will be done in a manner consistent with prudent planning principles and practice.

5. If these standards conflict in any way with the City of Dublin Codified Ordinances, then the Planned Unit District shall prevail. Standards in the City of Dublin Zoning Code applicable to matters not covered in this document shall apply to the following standards outlined in this Planned Unit District.

6. The alignment shown for the Coffman/Sawmill Connector shall be as reflected on the preliminary development plan.

Office

1.01 Description and Acreage:

The site is approximately 150 acres immediately adjacent to I-270 on both sides of Indian Run Creek. The Coffman/Sawmill Connector will divide the site into two areas. The south side will contain freeway oriented mid-rise signature office buildings similar to those bordering I-270 on the south. The office uses for the southern portion may include, but are not limited to, general office uses, corporate headquarters and offices of major institutional uses. The north side will contain single family residential, park, practice and playing field uses.

1.02 Permitted Uses:

1. Subareas 1, 2, and 3 shall be permitted general office uses including without limitation, corporate headquarters and offices of major institutional users. In addition, subareas 2 and 3 shall be permitted a Daycare Center/Facility. Subarea 4 shall only be permitted single family residential uses, park and school related uses, including recreational fields.

2. This zoning does not constitute approval of a preliminary plat for Subarea 4. The applicant shall process a preliminary plat which establishes points of ingress and egress, road alignment, and park locations for Subarea 4 in accordance with code requirements prior to submission of a final development plan.

1.03 Permitted Density, Height, and Setback Requirements:

1. Subarea 1: Office

- Subarea 1 shall serve as an area of transition from residential uses on the west to more intense office uses on the east. Subarea 1 shall be permitted 12,000 square feet of building per gross acre and a maximum of four stories in height above grade.

- Pavement setbacks shall be as follows:
  30 feet from the Coffman/Sawmill Connector
  50 feet from I-270 right of way
  75 feet from the west property line in Subarea 1 adjacent to Willow Grove Condominiums

- Building setbacks shall be as follows:
  100 feet minimum from both the Coffman/Sawmill Connector and I-270 right of way
  200 feet minimum from the west property line shared with Willow Grove for buildings three stories or less above grade , and 280 feet from the west property line shared with Willow Grove for buildings four stories and/or 56' in height above grade. Buildings exceeding the 56' height requirement must be setback 2' from the 280' building setback line for every 1' of height in excess of the 56' height restriction. But in no case shall any building exceed four stories and a maximum of 66' in height.

- Setbacks shall be determined as described above; where a setback is not designated, the required setback shall be 25 feet for pavement and buildings.

2. Subareas 2 and 3: Office

- Subarea 2 shall serve as freeway oriented, major corporate office uses. Subarea 2 shall be permitted 15,000 square feet of building per gross acre, and a maximum five story height above grade. Buildings shall be limited to 80' in height at the minimum building setback lines. Buildings exceeding 80' in height shall be set back an additional two feet for each additional one foot in building height.

- Subarea 3 shall serve as a transition area from corporate office to existing residential to the east. Subarea 3 shall be permitted 10,000 square feet of building per gross acre, and a maximum of three stories above grade.

- Pavement setbacks in Subareas 2 and 3 shall be the following:
  30 feet from Coffman/Sawmill Connector
  50 feet from I-270 right-of-way west of Indian Run Creek
  40 feet from I-270 right-of-way east of Indian Run Creek

- Building setbacks in Subareas 2 and 3 shall be the following:
  100 feet minimum from both the Coffman/Sawmill Connector and I-270 right of way. For buildings exceeding 80' in height (plus mechanicals) at the minimum setback line, the building shall be set back an additional two feet for each additional one foot in building height.

- Where a setback is not designated in Subareas 2 and 3, the required setback shall be 25 feet for pavement and buildings.

- Freestanding daycare facilities in Subareas 2 and 3 shall have the following setbacks:

Pavement setbacks:	30' from Coffman/Sawmill Connector
	50' from I-270 right-of-way
	25' where a setback is not designated
Building setbacks:	100' from Coffman/Sawmill Connector and I-270
	50' where a setback is not designated
Outdoor play areas:	50' from Coffman/Sawmill Connector and I-270
	25' where a setback is not designated

3. Subarea 4: Single-Family Residential

   - Subarea 4 is divided into two parcels by the North Fork of Indian Run. It shall serve as a transition area between higher density office uses to the south and residential areas to the north. Subarea 4 shall permit single family homes east of Indian Run, not to exceed a density of 1.7 dwelling units per gross acre and lots with 90 feet of frontage at the building setback line. Height limitations for Subarea 4 shall be governed by the City of Dublin Code.

   - Front yard/building setback shall be 30 feet minimum, and may be staggered in 5-foot increments, but shall not exceed 40 feet from the right of way.

   - A 40-foot rear yard no-build zone shall be required on all perimeter lots along the north and west boundaries of Subarea 4. All other, interior lots shall have a minimum rear yard no-build zone of 25 feet. Rear yard no-build zone locations shall be indicated on the final plat.

   - Side yard setback shall be 8 feet minimum one side, with a combined side yard setback of 20'.

   - Single family design guidelines indicating setbacks, no-build zones, driveway locations, and street tree program, are indicated in Exhibit A.

4. Maximum lot coverage shall not exceed 70 percent of the total lot area for all subareas.

5. Setbacks within Subareas 1, 2, and 3 will not apply along internal lot lines of combined coordinated developments with cross access easements and common or connected parking lots/circulation areas.

6. Limitations on the number of stories and building height for any structures located in Subareas 1, 2, and 3 do not include any HVAC or other mechanical equipment and any parapet surrounding it installed on the roof of said structures.

1.04 Traffic and Circulation:

1. Ingress and egress to parcels shall be provided along the Coffman/Sawmill Connector.

2. The final right-of-way of the Coffman/Sawmill Connector shall be located approximately as indicated on the Preliminary Development Plan.

3. The final right of way location on the Coffman/Sawmill Connector shall be located no closer than 200 feet from the Coventry Woods subdivision as indicated on the Preliminary Development Plan.

4. Curb cuts on the Coffman/Sawmill Connector shall be approved per the discretion of the City. No curb cut shall be permitted from the Coffman/Sawmill Connector to the High School site. No driveway curb cuts shall be permitted from lots in Subarea 4 east of Indian Run onto the Coffman/Sawmill Connector.

5. The Coffman/Sawmill Connector shall be designed and constructed by the City to meet the following criteria:

   - Provide maximum sensitivity to the neighboring residential environment.

   - Provide for review and comment by a committee of residents from the Coventry Woods , Woods of Indian Run, and Willow Grove developments with respect to the design of the road and bridge crossing immediately adjacent to their neighborhoods.

   - Design the Coffman/Sawmill Connector and the bridge over Indian Run to mitigate noise to the extent practical .

   - Meet the approval of the Planning and Zoning Commission.

1.05 Parking and Loading:

1. ***Size, ratio, and type of parking and loading facilities shall be regulated by City of Dublin Zoning Code Chapter 1193 for all subareas with the exception of Subarea 2, east of Indian Run Creek, and Subarea 3. Subarea 2, east of Indian Run Creek, and Subarea 3, when developed as a combined campus shall be permitted parking spaces of 8'-6" in width by 18' in length for approximately 40% of the total number of parking spaces in Phase I as approved by the Planning Commission.***

2. Exceptions from strict application of code standards may be granted at the discretion of the Planning and Zoning Commission.

3. Loading areas shall be screened according to City of Dublin Code Chapter 1187.

4. Parking within the development, to facilitate the use of the existing park, will be resolved at final development plan review, and should it be located south of the Coffman/Sawmill Connector, it may (at the option of the owner or developer) be established by revocable license.

1.06 Waste and Refuse:

All waste and refuse shall be containerized and fully screened from view by a solid brick wall or wood fence to a height of one foot above the height of the item being screened.

1.07 Storage and Equipment:

1. No materials, supplies, equipment, or products shall be stored or permitted to remain on any portion of the parcel outside the permitted structure.

2. Mechanical equipment or other utility hardware on roof, ground, or buildings shall be screened from public view with landscape materials or materials harmonious with the building.

3. Mechanical equipment not on or attached to any building must be screened with either landscape materials or a structure constructed of materials harmonious with the building.

1.08 Landscaping, Open Space, Parks, and Pedestrian Paths:

For purposes of this text, a no-build zone shall be defined as an area that allows no construction, no buildings, outbuildings, structures, or fences of any kind. Play structures are permitted in the no-build zones, but not in the 40-foot perimeter no-build zone or in the preservation zone.

1. All landscaping shall be according to the City of Dublin Zoning Code Chapter 1187.

2. The City of Dublin shall develop an innovative design standard and landscape plan to implement along the Coffman/Sawmill Connector.

3. Existing tree lines along the west and north property lines in Subarea 4 adjacent to residential properties shall be maintained.

4. The cemetery in Subarea 3 shall be established as a no-build zone and be appropriately preserved.

5. A tree preservation plan and conceptual plan shall be submitted prior to filing a final development plan for any treed portion of the site that outlines standards for development, including utility placement, sets preservation zones, and provides appropriate development standards for all phases of construction for wooded areas located along the Indian Run and existing tree rows, it being understood that the developer will be allowed to locate buildings, parking, access driveways, and related amenities within the existing treed area consistent with a tree preservation plan that preserves the natural beauty of the site. Applicants will submit the tree preservation plan and conceptual plan two months prior to submittal of a final development plan to be approved by staff.

6. The developer and City agree to limit areas of construction activity and implement sedimentation and erosion control measures to avoid unintended tree loss and minimize erosion and sediment damage to the Indian Run creek and adjacent ravine areas during construction.

7. Any portion of a lot upon which a building or parking area is not constructed in Subareas 1, 2, or 3 excluding ravines and wooded areas shall be farmed or landscaped with lawn at a minimum. This requirement only applies to the phase being developed. Undeveloped phases may be maintained as an agricultural use or graded and seeded until developed.

8. The ravine shall be properly protected by environmentally sensitive site design(s) and limitation on grading, and by utilization of appropriate construction practices during all phases of construction, in accordance with a staff approved preservation plan.

9. The City of Dublin agrees to construct buffering as part of road construction in Subarea 1. A buffer plan will be developed with input from neighbors and subject to approval by the Planning and Zoning Commission.

10. The developer of Subarea 1 agrees that earth mounding and/or other landscape/buffer treatment acceptable to Willow Grove shall be installed parallel to the entire length of the western property line in Subarea 1 (common to the east property line of Willow Grove Condominiums). If an acceptable landscape/buffer plan can not be agreed to by Willow Grove and the developer of Subarea 1 then the Planning and Zoning Commission shall determine the final and acceptable landscape/buffer treatment. Where the detention facility is not adjacent to Willow Grove an earthen mound shall be installed not less than 6 feet in elevation above the elevation within 33 feet of the west edge of the parking or driving pavement to which it is adjacent or to which it is closest. If earthmounding is not feasible along the expanded detention facility, then an initial screening of six feet in height shall be provided between the western edge of Subarea 1 and the western edge of the parking or driving pavement in Subarea 1.

11. Installation of the earthmounding and screening along Willow Grove shall commence with the initial grading of Subarea 1 and proceed without interruption in accordance with prudent construction, planting installation and horticultural practices. Final landscaping, including seeding or sodding, must be completed prior to the issuance of any certificate of occupancy.

12. The developer of Subareas 1, 2, and 3 is encouraged to develop a creative alternative buffer treatment along I-270 in lieu of the six-foot buffer currently required by code. This alternative buffer treatment shall be submitted for approval by the Planning and Zoning Commission. In all cases, parking lots will be screened as per the Landscape Code.

13. Park areas shall be reserved in Subarea 4. The exact acreage of park shall be determined when a preliminary plat is prepared as referenced in Section 1.02 (2) of this zoning text. The developer of Subarea 4 agrees that total acreage of open space/park shall be no less than the code requirement. An open space buffer of approximately 100', or as determined by the preliminary plat, shall be maintained from the right-of-way of SR 745.

14. An 8-foot bike path shall be installed by the City along the north side of the Coffman/Sawmill Connector within the right of way.

15. The developer of Subarea 4 shall construct an 8-foot bike path along an easement at the terminus of the Coventry Woods drive into Subarea 4 as indicated as Bike Path Option A on the Preliminary Development Plan. If this easement cannot be obtained, then the developer shall construct an 8-foot bike path from the terminus of the existing bike path in Coventry Woods between lot numbers 152 and 153 through the park south along Indian Run Creek to tie to the Coffman/Sawmill Connector, as indicated as Bike Plan Option B on the Preliminary Development Plan. In addition, an 8-foot bike path shall be installed by the developer of Subarea 4 along the west side of Dublin Road within Subarea 4. A bike path or any other public path shall not be extended under or south of the Coffman Sawmill Connector through Subareas 1, 2, and 3.

16. A 40 foot no-build zone shall be enforced along the north and west boundaries of Subarea 4 . Within this 40 foot no-build zone a 25 foot no disruption or preservation zone shall be defined as the 25 feet closest to the property line. This 25 foot preservation zone is intended for the preservation of the existing tree row and allows for the selective removal or dead limbs dead trees, and obnoxious plants. Additional trees and plant materials may be planted in this area to augment existing vegetation.

1.09 Fences/Walls:

1. No chain link or wire fencing shall be permitted in Subareas 1, 2, 3, or 4.

1.10 Signage and Graphics:

Except as otherwise herein stated:

1. All signage and graphics shall conform to the City of Dublin Zoning Code Chapter 1189.
2. All signage shall be subject to applicable signage setbacks of Chapter 1189, Signs.
3. No signs shall be applied to windows for the purpose of outdoor or exterior advertising.
4. No roof signs shall be permitted, nor should a sign extend higher than the building.
5. No flashing, traveling, animated, or intermittently illuminated signs may be used.
6. No billboards, or electrical or other advertising signs shall be allowed, other than a sign carrying the name of the business occupying the site.

1.11 Lighting:

Except as otherwise herein stated, all lighting must conform to the City of Dublin Lighting Guidelines.

1. External lighting within all subareas shall be cut-off type fixtures.
2. All types of parking, pedestrian, and other exterior lighting shall be on poles or wall mounted cut-off fixtures, and shall be of the same type and style.
3. All light poles and standards shall be dark in color and shall either be a dark brown or bronze metal.
4. Parking lot lighting shall be no higher than 28 feet.
5. Cut-off type landscaping and building uplighting shall be permitted.
6. All lights shall be arranged to reflect light away from any street or adjacent property.
7. All building illumination shall be from concealed sources.
8. No colored lights shall be used to light the exterior of buildings.
9. Landscape lighting along the Coffman/Sawmill Connector shall be ground mounted with a low level of illumination.
10. All lighting of parking/driving areas and buildings in Subareas 1, 2, 3, and the Coffman/Sawmill Connector will be designed and constructed so that it will be directed away from the Willow Grove Condominiums and other adjacent residential subdivisions.

11. Proposed lighting for Subarea 4 west of Indian Run Creek shall be reviewed and approved by the Planning Commission.

12. A lighting plan conforming to the City's Lighting Guidelines must be submitted to the City as part of the Final Development Plan.

1.12 Architectural Standards:

Standards for Subareas 1, 2, and 3:

1. All buildings and associated structures shall be harmonious in character, and reflect an upscale, high quality, signature, office park development. Final architectural drawings shall be presented for approval according to the process identified by the Final Development Plan.

2. All buildings shall have the same degree of exterior finish on all sides. The preferred building material shall be a blended brick in the red-beige-gray range. Stone, metal panels or decorative precast concrete panels shall be acceptable alternative materials, as long as they are harmonious with and do not detract from the overall unified theme.

3. Stucco may be used as an accent building material, but shall be limited to a maximum of 25 percent of the total of all solid areas on building facades.

4. Façade colors and materials on individual buildings shall be coordinated to complement each other. Facade colors of excessively high chroma or intensity are not permitted.

5. Highly reflective glass is discouraged. If reflective glass is used it may not exceed 20 percent reflectivity and 60 percent of the total of all building facades.

6. Glass and curtain wall color should be coordinated to complement each other and the color palette of the building.

7. Freestanding daycare facilities in Subareas 2 and 3 shall have exteriors of brick, stone, or other natural materials, and shall have the same degree of exterior finish on all sides. Wood or stucco may be used as accent materials, but may not constitute any more than 25 percent of any singular facade.

8. Outdoor play areas and play structures associated with a daycare facility must be constructed of natural materials or painted with natural earth-tone colors that are harmonious with the building.

9. Mechanical equipment or other utility hardware on the roof shall be screened to the height of the equipment. Screening of equipment must be harmonious with the building materials/colors.

1.13 Maintenance:

All buildings, structures, fences, paved areas, landscaped areas, and other improvements shall at all times be kept in good condition and repair and with a clean and sightly appearance. Landscape areas shall be maintained with materials specified in the Plan and in a healthy living state, mowed, pruned, watered, and otherwise maintained as appropriate. There shall be provided and kept in good working order, trash compactors and/or depositories at approved locations which shall be emptied prior to becoming full, and a pest and rodent control program shall be provided if necessary. Tenants will be required to deposit trash only in said compactors or depositories. Said properties shall be kept free of litter under all reasonable conditions, and parking and paved areas shall be power swept where necessary. All signage shall be kept in good repair. Lighting, painting, and associated materials on signage shall be kept in a continuously upgraded condition.

WHITMIRE DISTRIBUTION CORPORATION
a subsidiary of CARDINAL HEALTH, INC.

Planned Unit Development
Subarea 4, Single-Family
Killilea
PRELIMINARY DEVELOPMENT PLAN

The following information is submitted in accordance with the requirements of the City of Dublin Code Section 1181.07(g)(2), "Planned Unit Development: Contents of Preliminary Development Plan." Any additional information regarding this subarea of the original PUD can be obtained from the PUD Amended Preliminary Development Plan, McKitrick Property/I-270 and Coffman Road, dated June 15, 1995.

A. North point and scale.

A preliminary development plan drawing at 1"=100', with a north arrow indicated on the plan, has been submitted with this application.

B. The proposed location and size of areas of residential use, indicating dwelling unit densities, dwelling unit types, the total number of dwelling units for each density area, and the total number of dwelling units proposed in the development plan.

This development will be comprised of single-family residential homes as located on the Preliminary Development Plan.

Site data information is as follows:

Gross Acreage:	± 49.011 ac
Additional Right-of-Way required along Dublin Bellpoint Road (40' from center line)	± 0.4 ac
Developable Acreage	± 48.6 ac
Total Units	81
Gross Density (based on developable acreage)	± 1.7 du/ac
Lot Size:	90' of frontage on a dedicated right-of-way with a minimum lot size of 11,000 square feet.
Front Yard Setback from Dedicated Right-of-Way:	Varies from 30' minimum to 40' maximum in 5' increments. See plan for additional front yard setbacks.

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Side Yard Setback: A total of 20 % of the lot width at the building line with a minimum of 8' on one side.

Rear Yard Setback: 25' minimum setback for main building.

Maximum Height: 35' as measured for City of Dublin Code.

No-Build/Preservation Zones: A 40' no-build zone shall be enforced along the north and west boundaries of Subarea 4. Within this 40' no-build zone, a 25' no-disruption, or preservation, zone shall be defined as the 25' closest to the property line. This 25' preservation zone is intended for the preservation of the existing tree row and allows for the selective removal of dead limbs, dead trees, and obnoxious plants. Additional trees and plant materials may be planted in this area to augment existing vegetation. A 100' no-build zone shall be enforced for all lots except lots #9 and #10 along Dublin Bellpoint Road. Lots #9 and #10 shall have a no-build zone of greater than 100' along Dublin Road as indicated on the Preliminary Development Plan. A no-build zone shall be designated along Emerald Parkway for lots # 10, 11, 19, 20, 29, 30, and 35. The minimum no-build zone for these lots shall be:

Lot #	Min. No-build Zone
10	62'
11	82'
19	82'
20	72'
29	82'
30	82'
35	72'

All other lots except corner lots or lots as indicated on the Preliminary Development plan shall have a no-build zone of 40'.

For purposes of this text, a no-build zone shall be defined as an area that allows no construction, no buildings, outbuildings, structures, or fences of any

kind. Play structures are permitted in the no-build zones of all interior lots. Play structures are not permitted in the 40' perimeter no-build zone or in the preservation zone along the north and west site boundaries. Play structures are also not permitted in the 100' no-build zone along Dublin Bellpoint Road or in the no-build zones along Emerald Parkway.

Fencing:

Fencing shall be restricted from the no-build zones as indicated above.

Fencing shall be limited to the following types:

- Split-Rail Yard Fence: To be permitted in rear yard or in side yards. Fencing in the side yards cannot extend into the front yard building setback line. The fence post and rail colors should be natural or earth tones. Wire is permitted to be applied on the interior side of the fence only and shall be black in color, either by applied vinyl or painted. Light colors or aluminum finishes are not accepted for any portion of fences. (See Figure 1.)

- Black Ornamental Fence: To be permitted for enclosure only surrounding swimming pools. They should be limited to the height as required by code. The color shall be black and the general style is indicated on Figure 2.

- Privacy Fence: To be permitted around decks, hot tubs, or patios. They may not be used as lawn or yard fences. Fence finishes should be natural or earth tone in color. Height shall be 4'6" minimum and 6'-0" maximum. General styles permitted are indicated on Figure 3.

Architecture:

- In an effort to be sensitive to the character of the side and rear house facades along Emerald Parkway all houses on lots # 10, 11, 19, 20, 29, 30 and 35 shall have all building facades architecturally consistent so that looking at one particular facade reflects the overall architectural character of that residence. This does not dictate that if a front facade is constucted entirely of masonry materials that the other facades must have masonry materials but that the detailing on all facades should be consistent. For example, no facade should be blank but windows, molding, trim or detailing from other facades may be used to reflect the overall character. (See figures 4-11)

C. **The proposed size, location, and use of nonresidential portions of the tract, including usable open areas, parks, playgrounds, school sites, other public areas, and open spaces with the suggested ownership of such areas.**

Park/open space provided: ± 5.45 ac.

Park/open space required: ± 5.44 ac.

The park/open space location is indicated on the Preliminary Development Plan. This area shall be deeded to the City. Project entry features shall be maintained by the Homeowner's Association. All no-build zones shall be maintained by the owner of the lot which contains the no-build zone. **No build zones along Emerald Parkway and Dublin Bellpoint Raod containing shall be maintained by the Homeowners Association.**

A 5.4 acre park has been designated along Indian Run Creek to preserve the existing tree masses and the stream corridor and to provide linkage from the current terminus of the bike path from the north to Emerald Parkway. Approximately 2 acres of this park has been located in the clearing on the upland area to the east.

D. **The proposed provision of water, sanitary sewer, and surface drainage facilities, including engineering feasibility studies or other evidence of reasonableness. All utility services shall be underground.**

Water lines shall be extended from two areas adjacent to the site current. One location is the existing water line along S.R. 745; the second is a proposed future water line location along Emerald Parkway. Sanitary sewers shall be extended to the site from a proposed line along Emerald Parkway. Surface drainage will be designed and constructed to comply with the requirements of the City of Dublin, Franklin County, and all other applicable regulations. A plan locating utilities has been provided with this application.

The applicant will consider this subarea in relationship to the overall detention/retention master plan referenced in the PUD zoning. Proposed detention pond locations have been submitted as part of this application on the preliminary utility plan.. The preliminary utility plan shows two detention/retention areas, designed according to City of Dublin engineering standards, located within the no build zones along SR 745. As typical for detention/retention areas, these require additional mounding and grading. The City of Dublin has asked the applicant to explore an additional option of incorporating the storm water discharge from this portion of the site into the proposed storm water system along Emerald Parkway and releasing it into the Scioto River. The applicant and the City of Dublin understand that this requires a storm water detention waiver (which is not guaranteed), additional engineering study, and upsizing of the system along Emerald Parkway. If this is feasible based on engineering criteria and financially acceptable to the developer this option will be used in lieu of constructing the two detention/retention areas along SR 745.

As part of the original PUD for this site, BBCM completed a soil investigation and borings, which indicated no limitations on the proposed development in Subarea 4.

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E. The proposed traffic circulation patterns, including public and private streets and parking areas, indicating their relationship to topography and existing streets, or showing other evidence of reasonableness.

The Preliminary Development Plan indicates the proposed traffic circulation patterns. All cul-de-sacs shall have a 120' right-of-way at the cul-de-sac head with 100' of pavement and a 25' diameter landscape island. All other streets shall have a 50' right-of-way and 28' of pavement from back of curb to back of curb unless indicated otherwise. Parking shall be limited to one side of the street, opposite of fire hydrants. All streets shall be public streets with adequate pavement widths and rights-of-way.

The applicant is providing two main entries into the proposed development. One entry drive will be located on Dublin Bellpoint Road approximately 450' from the northeast property line to allow for adequate site distance for ingress and egress to the site. A second entry drive shall be located along Emerald Parkway at approximately Station Point 143+00. Thirty-six feet of pavement shall be provided at each entry drive and its intersection with Dublin Bellpoint Road or Emerald Parkway. Additional pavement will be provided as required along Dublin Bellpoint Road for a northbound left turn lane into the site.

The developer of Subarea 4 shall construct an eight-foot bike path through an easement between lots # 151 and # 152 in Coventry Woods. This bike path will continue along the rear of lots # 37 and # 36 in Killilea in a 15' easement within the no-build zone of these lots. It will continue south through the proposed park and tie into the proposed bike path along the north side of Emerald Parkway (see Preliminary Development Plan). The City of Dublin shall be responsible for the installation and maintenance of the bike path along Emerald Parkway. The developer will preserve an easement within the 100' no-build zone along Dublin Road to accomodate either an 8' bike path built to City of Dublin specifications by the developer or a 10' bike path designed to Federal Standards to be constructed and paid for by the City of Dublin. If the 10' bike path option is selected, the developer will provide a monetary contribution to the City equivalent to the cost to construct the 8' bike path per City of Dublin specifications. In addition three bike path locations are shown in the cul de sacs adjacent to Emerald Parkway. These bike paths shall be 8' in width, constructed of asphalt by the developer and maintained by the homeowners association. These paths shall be located in a 15' easement spaced equally on two lots at each cul de sac as shown on the Preliminary Development Plan. It is the intent for these bike paths to connect the proposed neighborhood to the Emerald Parkway bike path. If the final construction of Emerald Parkway and the grading outside of the right of way is a slope in excess of 8% as measured in a direct line within the 15' bike path easement, then the applicant/ developer shall not be required to build or provide these connections.

F. The proposed schedule of site development and construction of structures and associated facilities. Such schedule shall include the proposed use or reuse of existing features such as topography, structures, streets, easements, and natural areas.

Pending appropriate and timely approvals, the applicant's intent is to begin Phase I construction in early July 1996. It is anticipated that Phase I would begin along Dublin Bellpoint Road and contain approximately 26 lots.

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An existing home with garage is located along Dublin Road. These structures would be demolished as part of Phase I construction.

The applicant is committed to preserving unique site features, such as the vegetation and topography along Indian Run, the existing tree rows along the west and north property lines, and large mature trees where feasible adjacent to the existing house and frontage along Dublin Bellpoint Road.

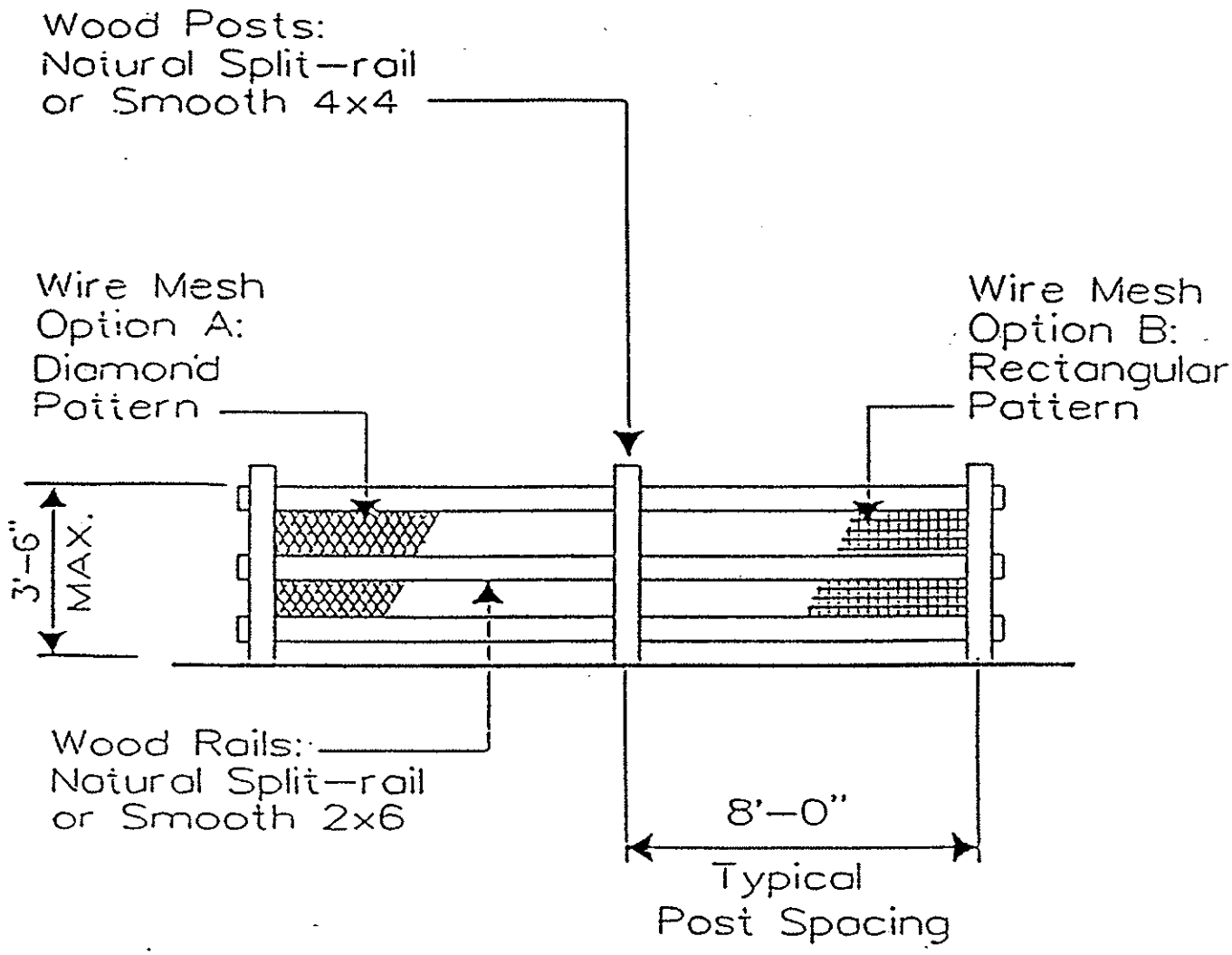
The applicant will institute a tree preservation plan to save as many trees as possible along existing tree rows and tree masses. Trees will be preserved by placing snow fencing around the drip line of the affected trees during all phases of construction and by varying the location of the utilities where possible to prevent damage to existing root systems. Since the tree rows along the north and west property lines are contained in a 40' no build zone, the applicant will not provide a tree survey for these areas. The applicant will provide a tree survey for trees of 6" caliper and greater along SR 745. This survey will be provided with the final development plan and indicate the trees requiring removal for the construction of homes or utilities.

G. The relationship of the proposed development to existing and future land use in the surrounding area, the street system, community facilities, services, and other public improvements.

The proposed development is immediately adjacent on the north and northwest to existing single-family homes. Park land will be dedicated along Indian Run Creek to complete a connection of existing park lands to the north and adjacent recreational fields from the high school to the west.

The internal street system has been designed to locate a major road network off the two main entrances. Cul-de-sacs are located adjacent to existing single-family development. The street pattern encourages smaller neighborhoods within a larger development, and attempts to limit cut-through traffic from S.R. 745 to Emerald Parkway. The main entry points are coordinated with adjacent land uses and projected traffic flow patterns.

The residents of this neighborhood will benefit from being situated close to bike paths, parks, and additional community facilities and services.

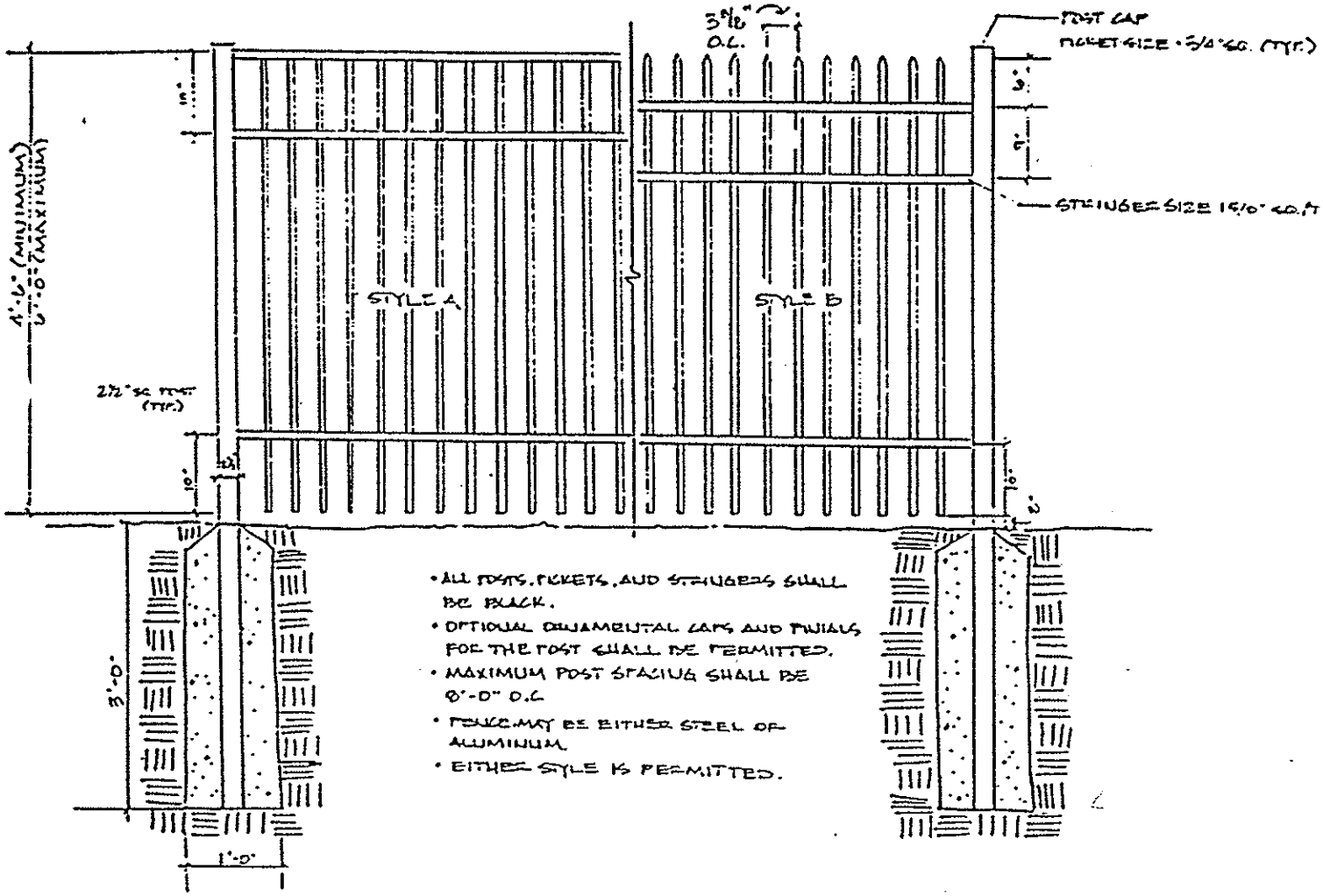


2

SPLIT-RAIL YARD FENCE

Where permitted, these fences are to be placed around yard areas. The fence, post, and rail colors should be natural or earthtone. Wire is permitted to be applied on the interior side of the fence only, and shall be black in color, either by applied vinyl or painted. Light colors or aluminum finishes are not accepted for any portion of fences.

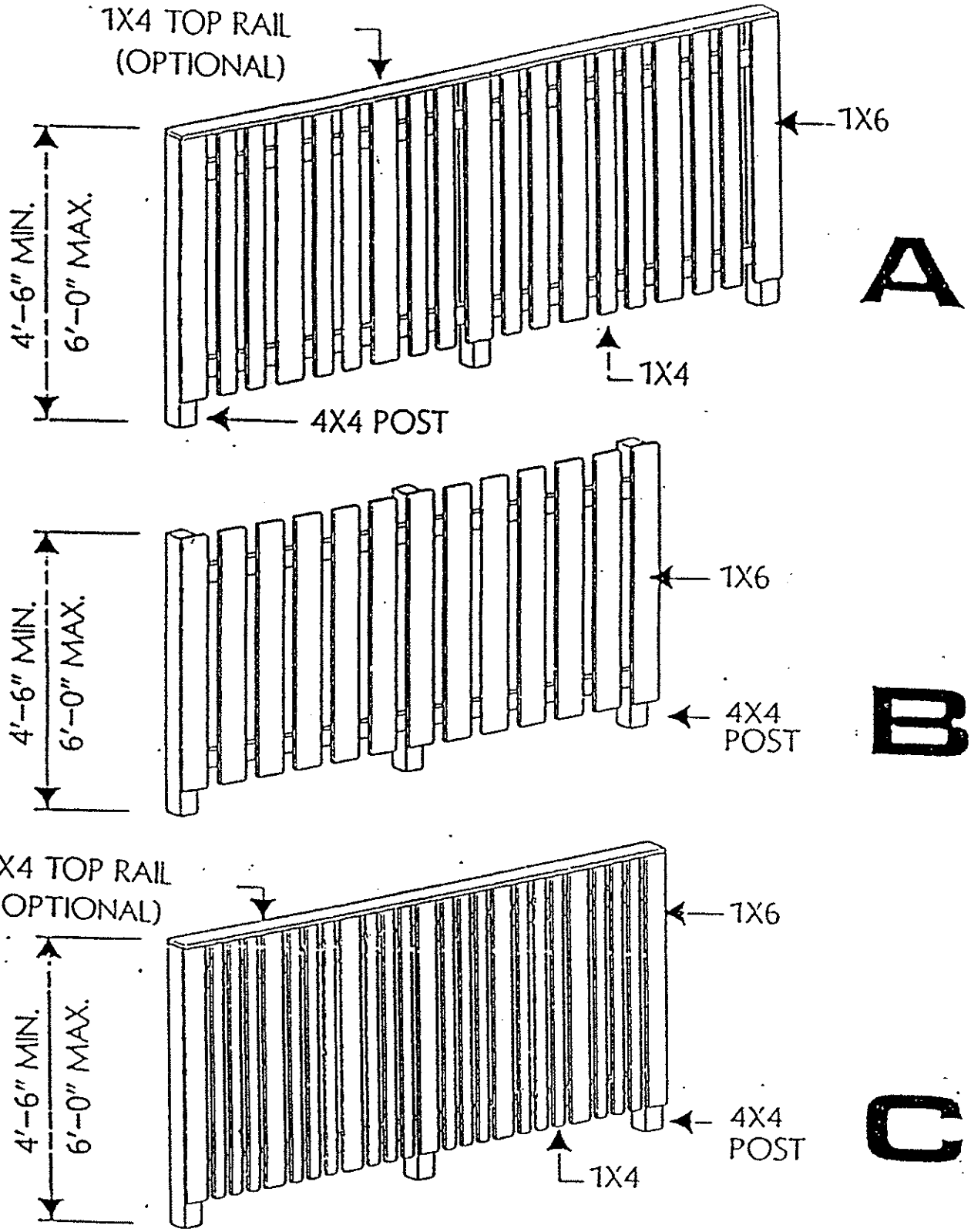
FIGURE 1



BLACK ORNAMENTAL FENCE FOR POOL ENCLOSURE

These fences are permitted to be placed around swimming pools only and shall be limited to the height, (above or indicated by code) color and general style as idicated above.

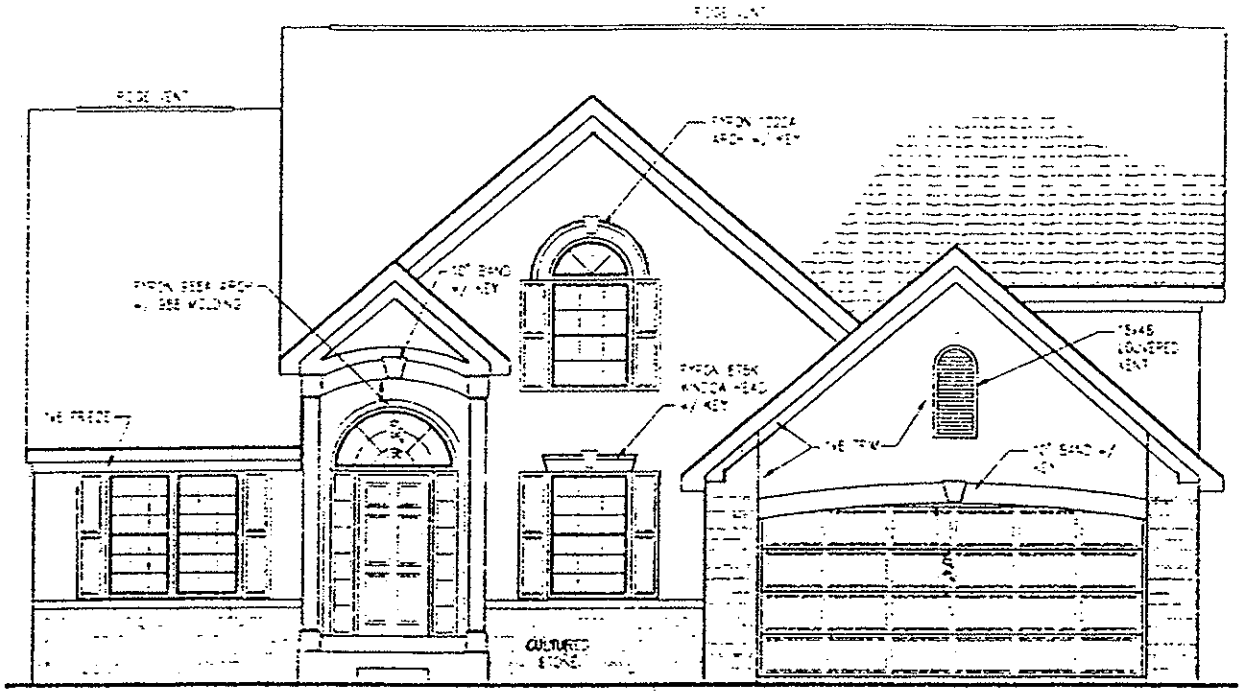
FIGURE 2



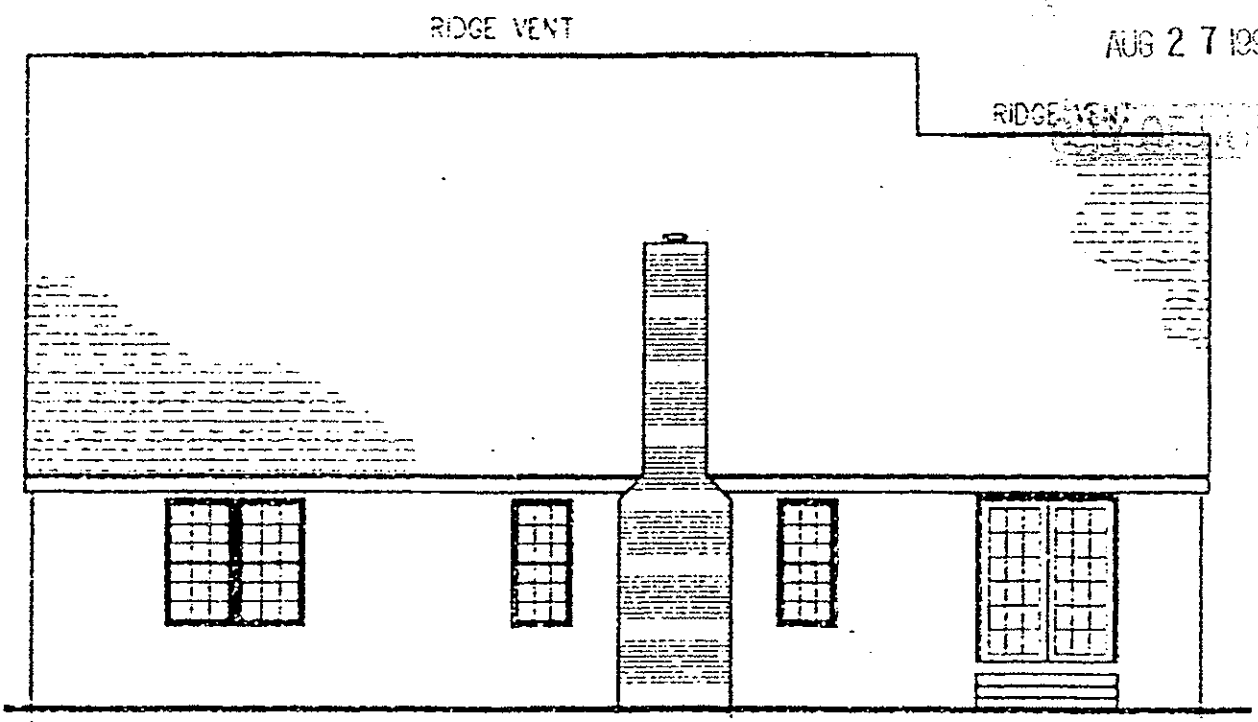
PRIVACY FENCE

Where permitted, these fences are to be around decks, hot tubs, etc. and may not be used as lawn or yard fences. Fence finishes should be natural or earth tone in color.

FIGURE 2



Front Elevation



AUG 2 7 1996

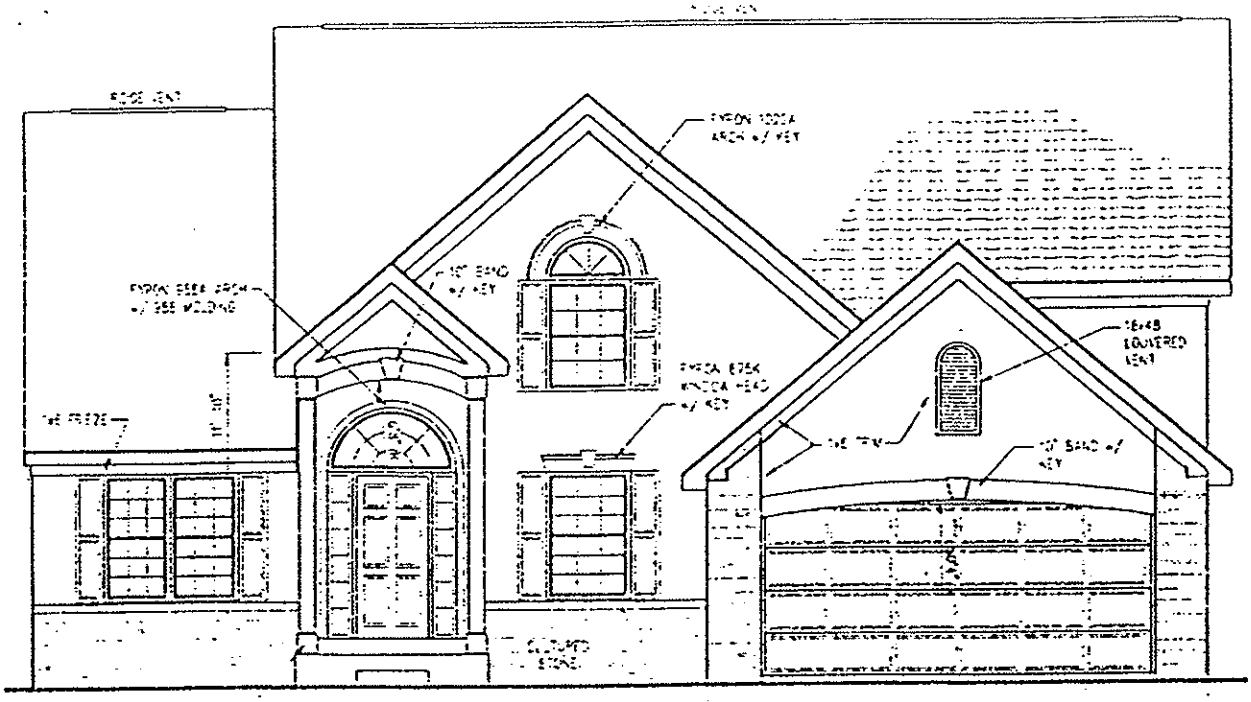
Rear Elevation

HOUSE #1 As submitted, this example not acceptable

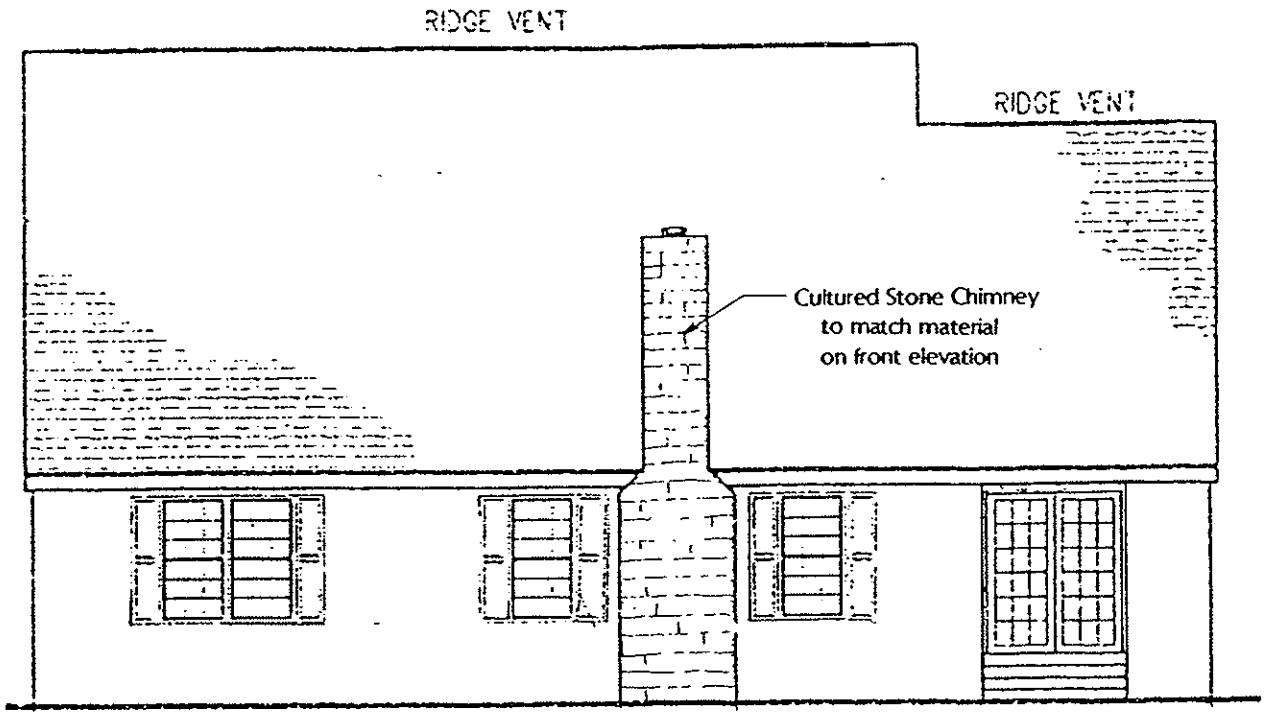
The following is recommended:

- Masonry exterior chimney, i.e., brick, stone, or stucco stone (same material as front elevation)
- Trim relief around windows and doors to match front elevation

FIGURE 4



Front Elevation

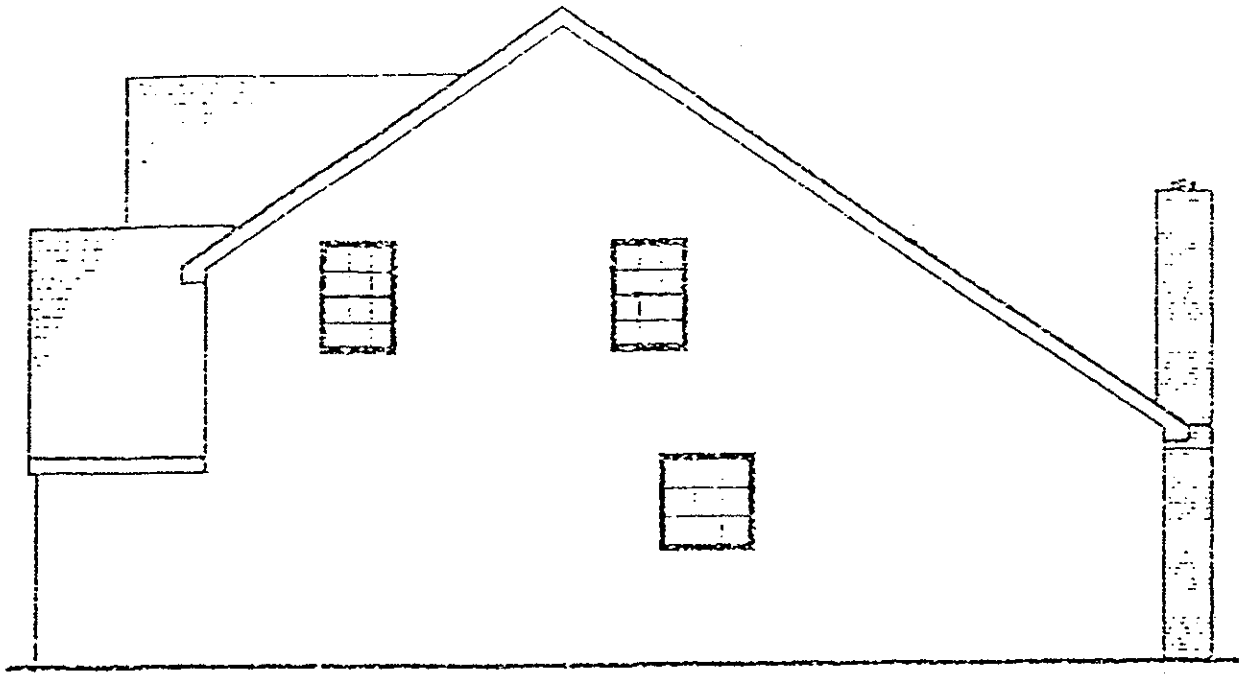


Rear Elevation

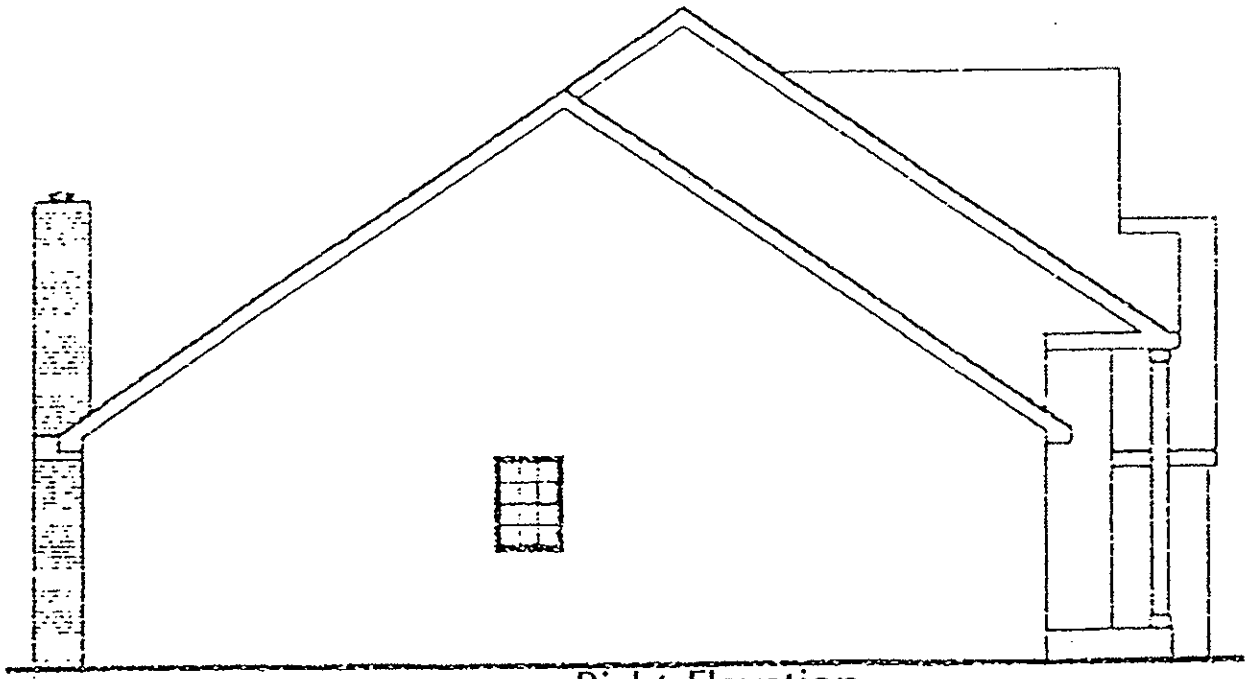
HOUSE #1

This example is acceptable

FIGURE 5



Left Elevation



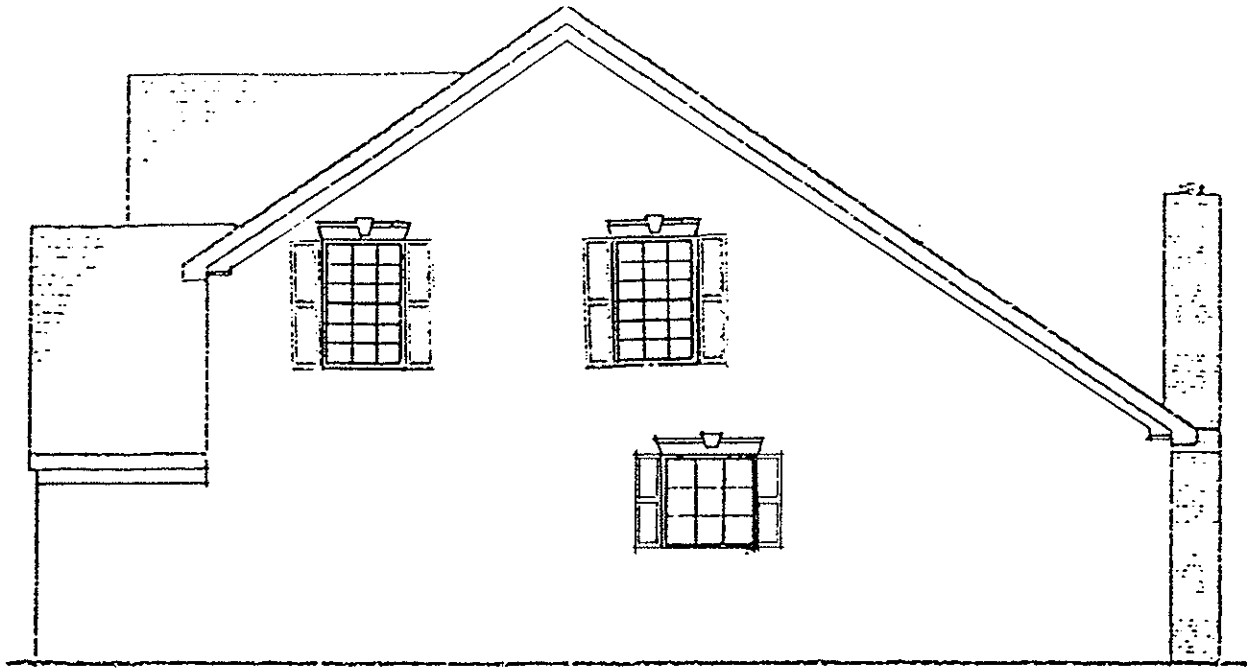
Right Elevation

HOUSE #1 As submitted, this example not acceptable

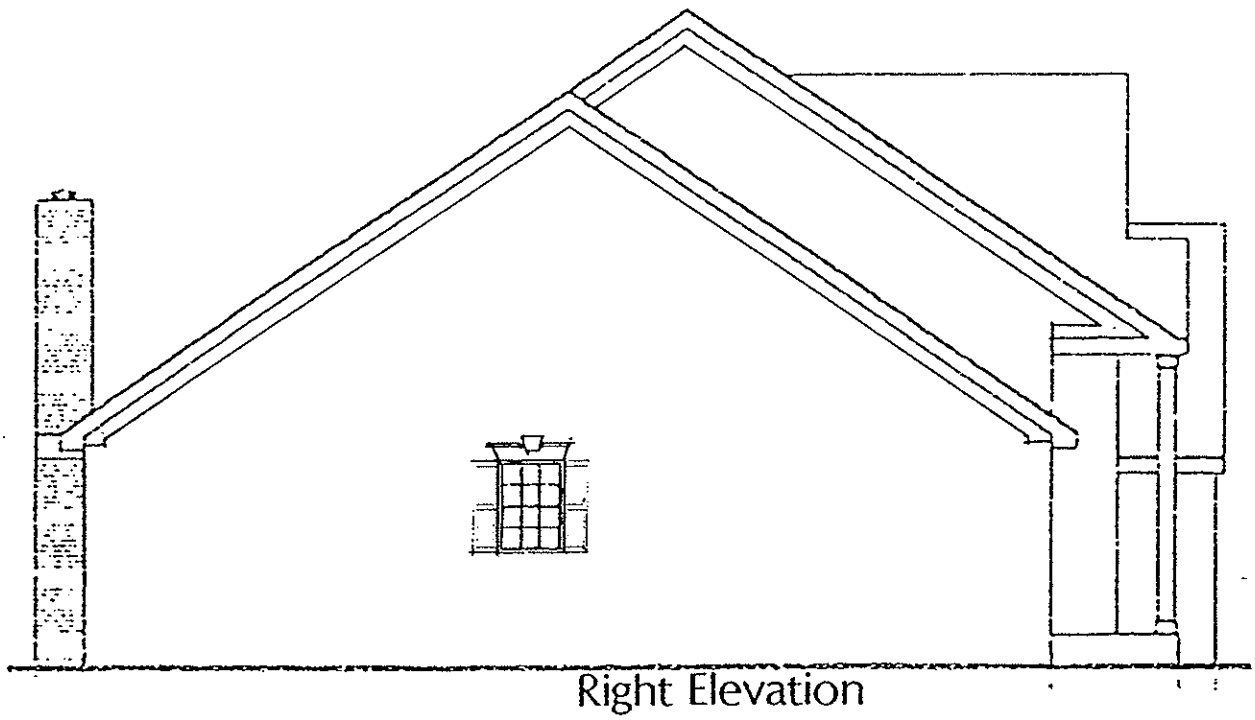
The following is recommended:

- Masonry exterior chimney, i.e., brick, stone, or stucco stone (same material as front elevation)
- Trim relief around windows and doors to match front elevation

FIGURE 6



Left Elevation

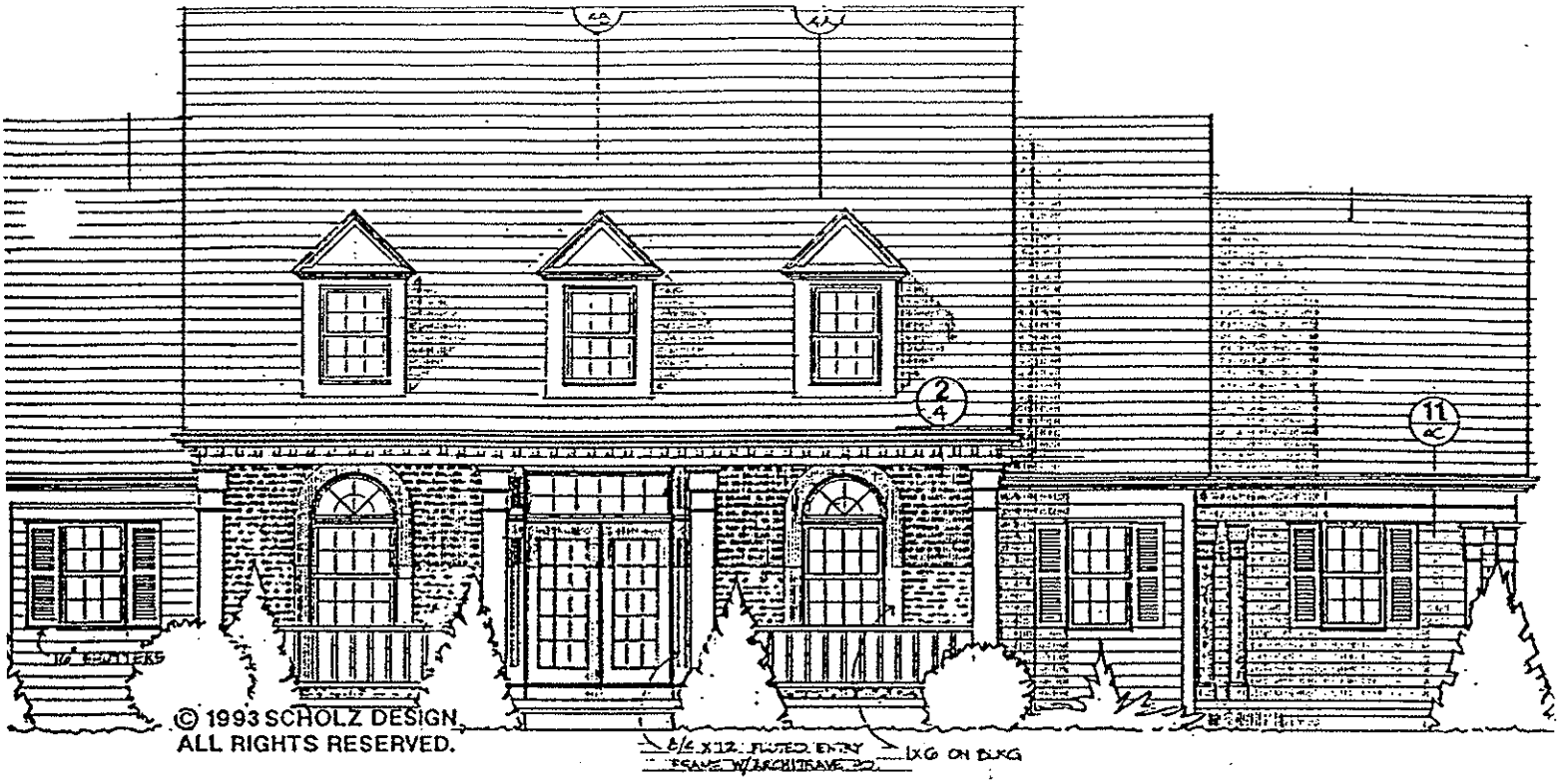


Right Elevation

HOUSE #1

This example is acceptable

FIGURE 7



Front Elevation

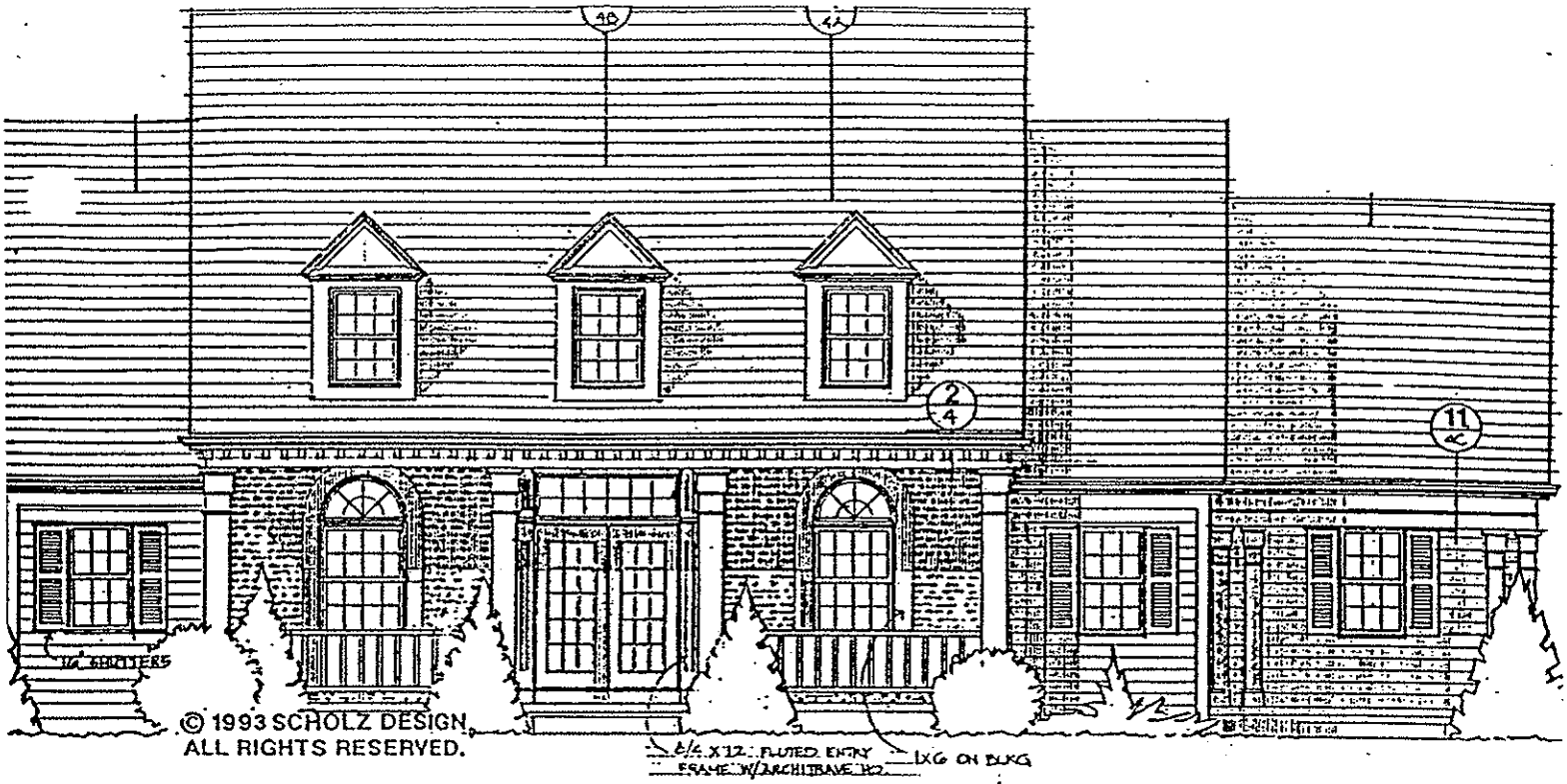
Left Elevation

HOUSE #2 As submitted, this example not acceptable

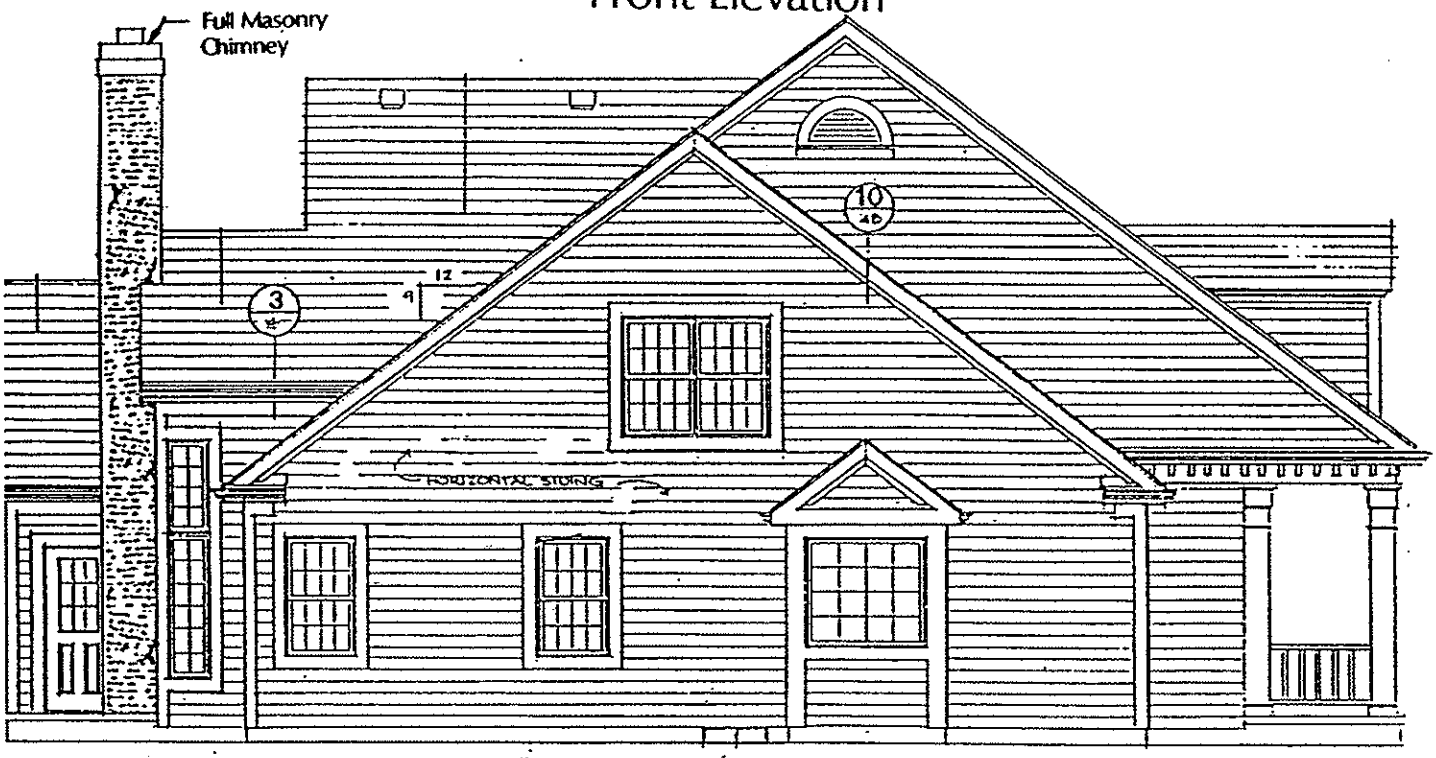
The following is recommended:

- Masonry exterior chimney, i.e., brick, stone, or stucco stone (same material as front elevation)

FIGURE 8



Front Elevation



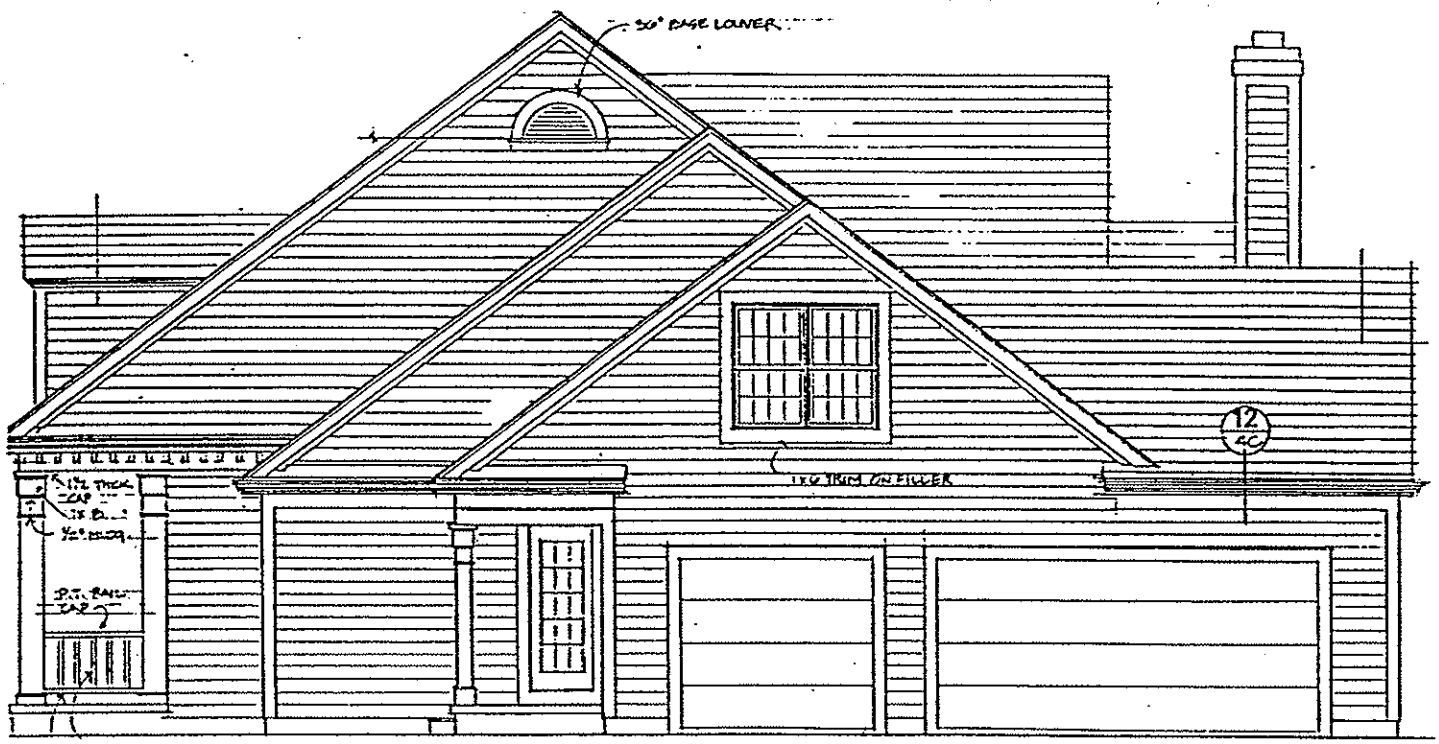
Left Elevation

HOUSE #2

This example is acceptable

FIGURE 9

Rear Elevation



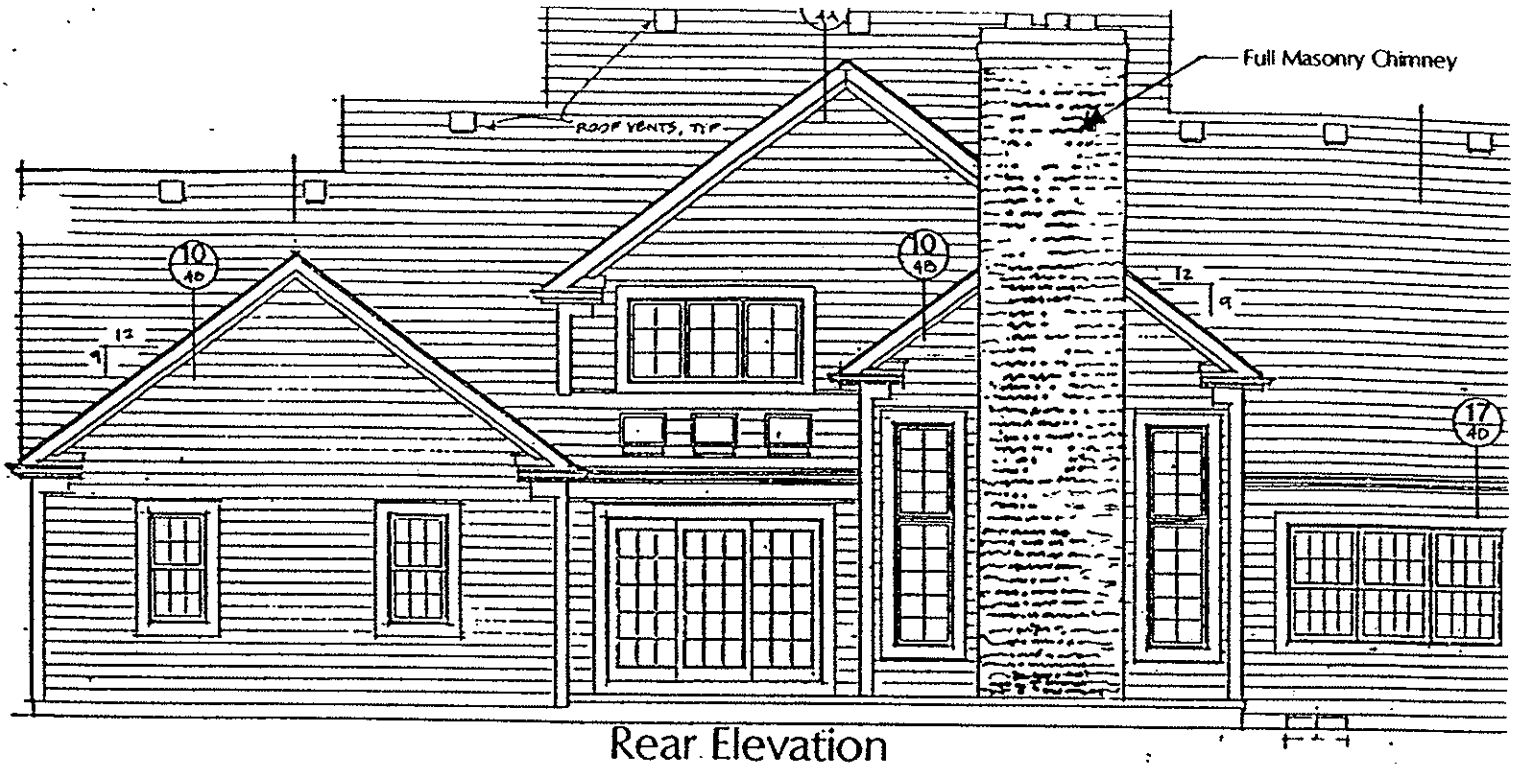
Right Elevation

HOUSE #2 As submitted, this example not acceptable

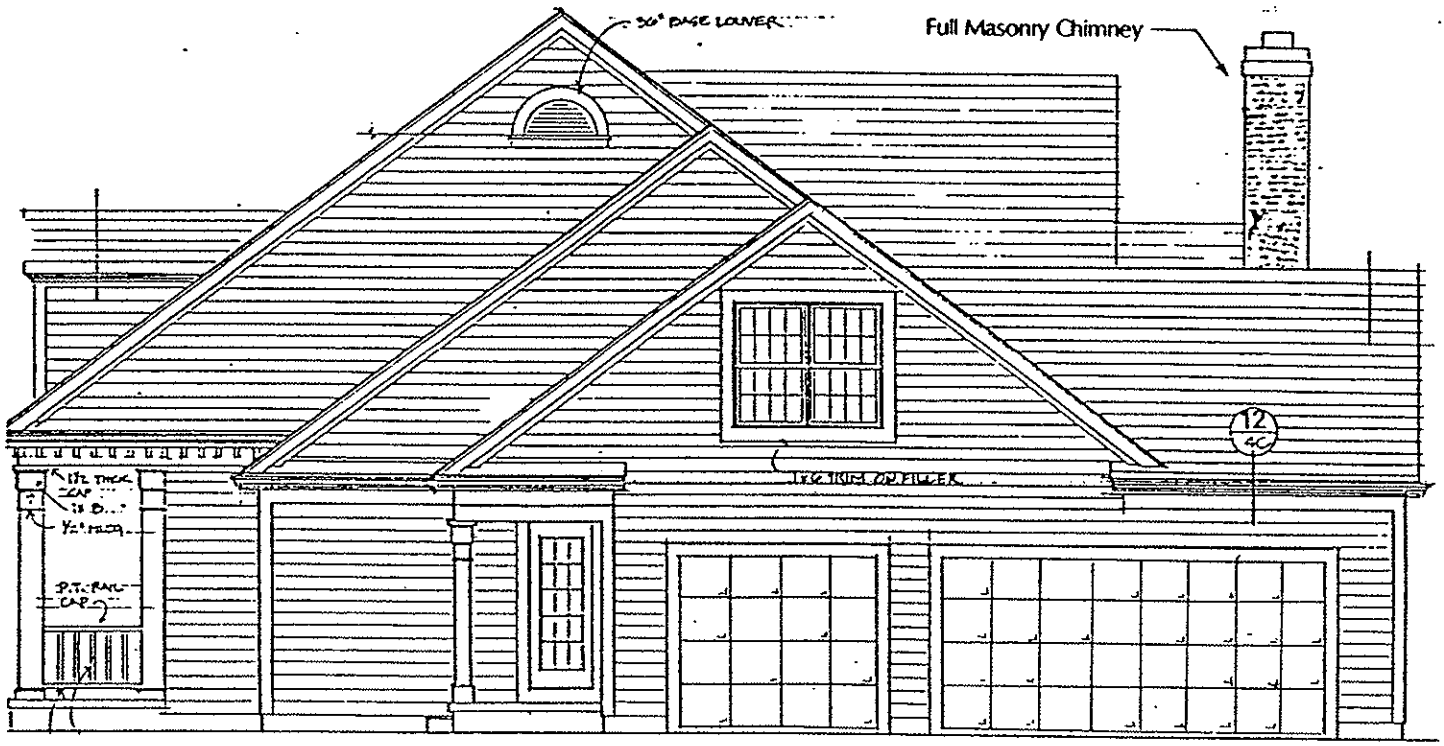
The following is recommended:

- Masonry exterior chimney, i.e., brick, stone, or stucco stone (same material as front elevation)
- Paneled garage doors

FIGURE 10



Rear Elevation

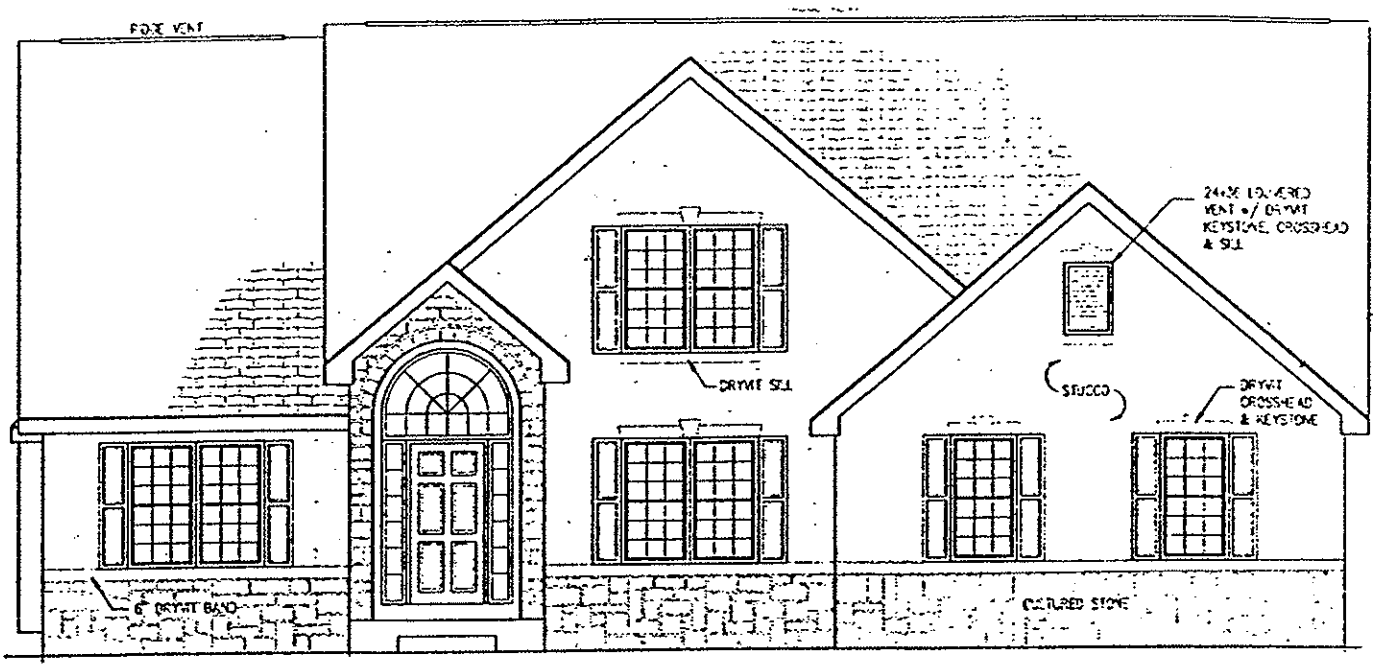


Right Elevation

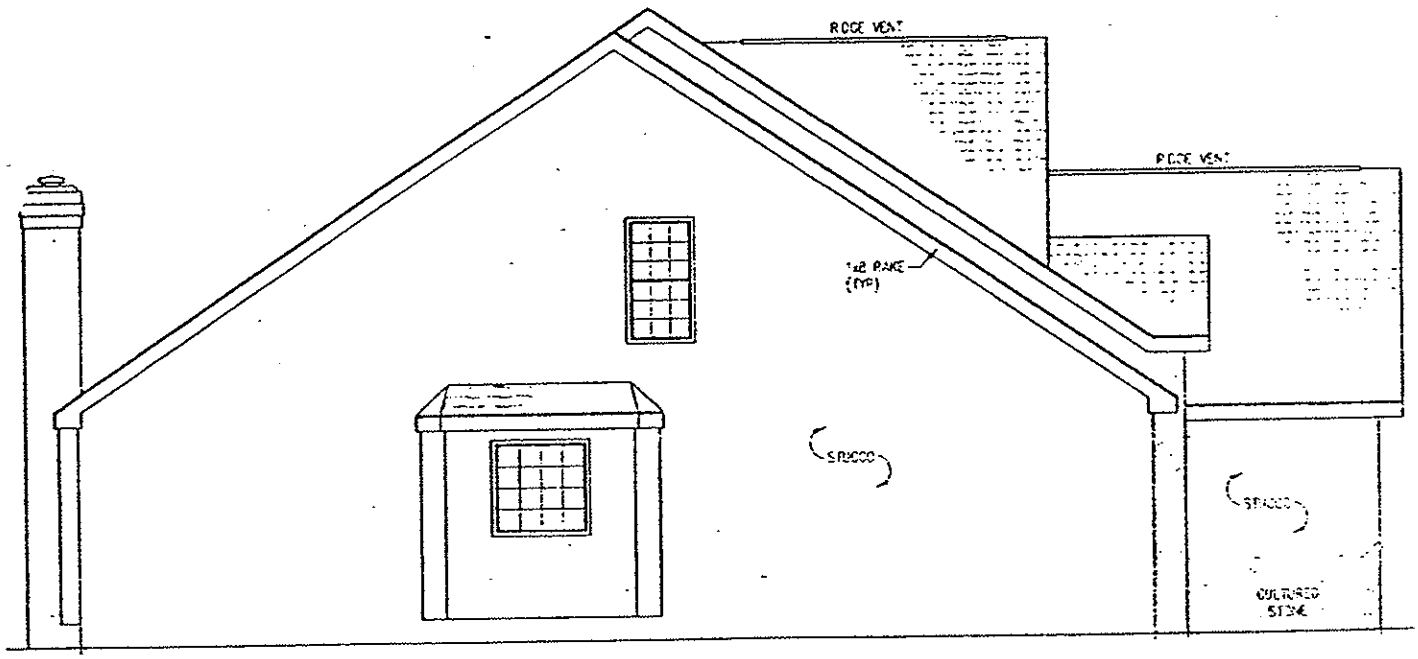
HOUSE #2

This example is acceptable

FIGURE 11



Front Elevation



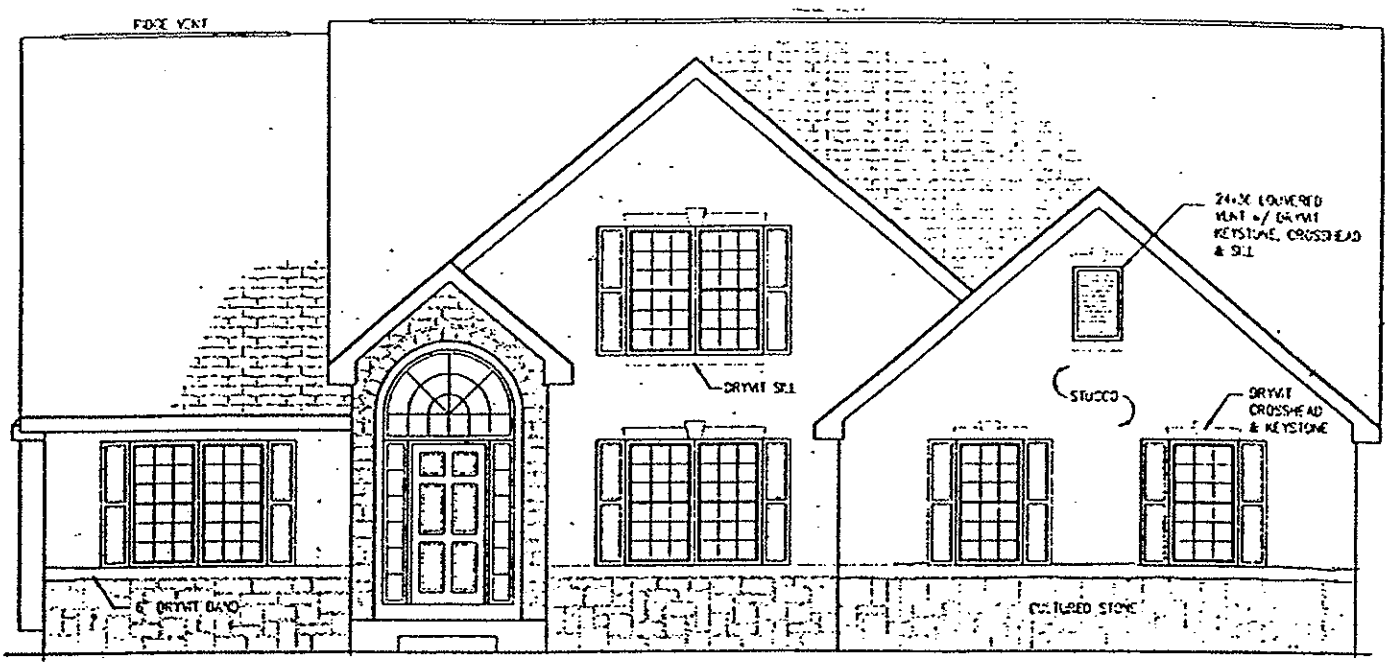
Rear Elevation

HOUSE #2 As submitted, this example not acceptable

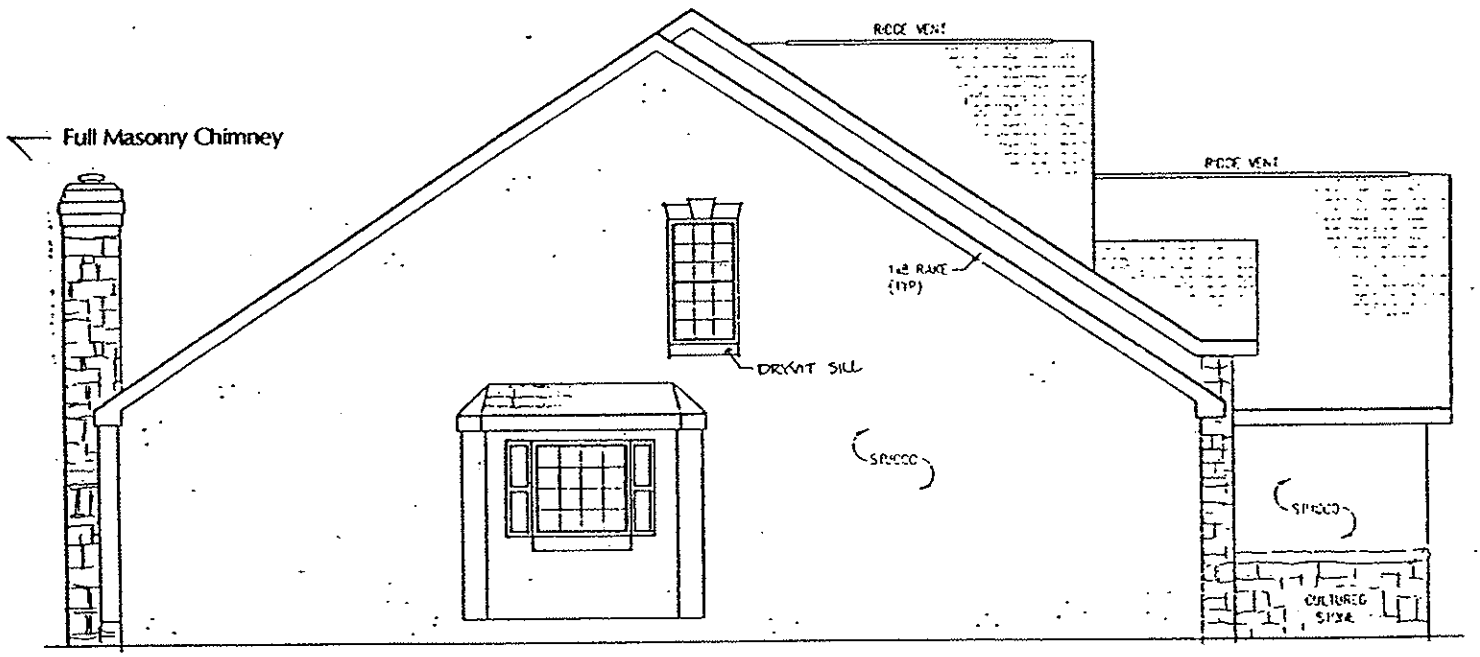
The following is recommended:

- Masonry exterior chimney, i.e., brick, stone, or stucco stone (same material as front elevation)
- Trim relief or details around windows and doors to match front elevation

FIGURE 12



Front Elevation

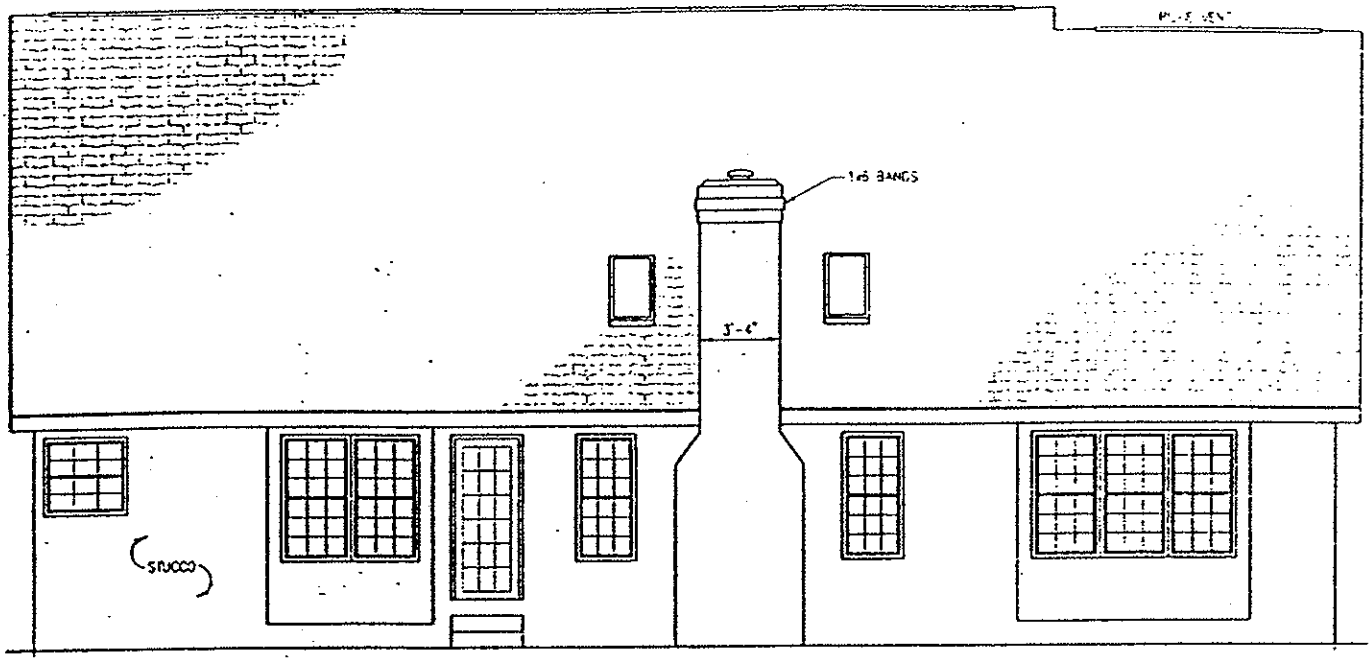


Rear Elevation

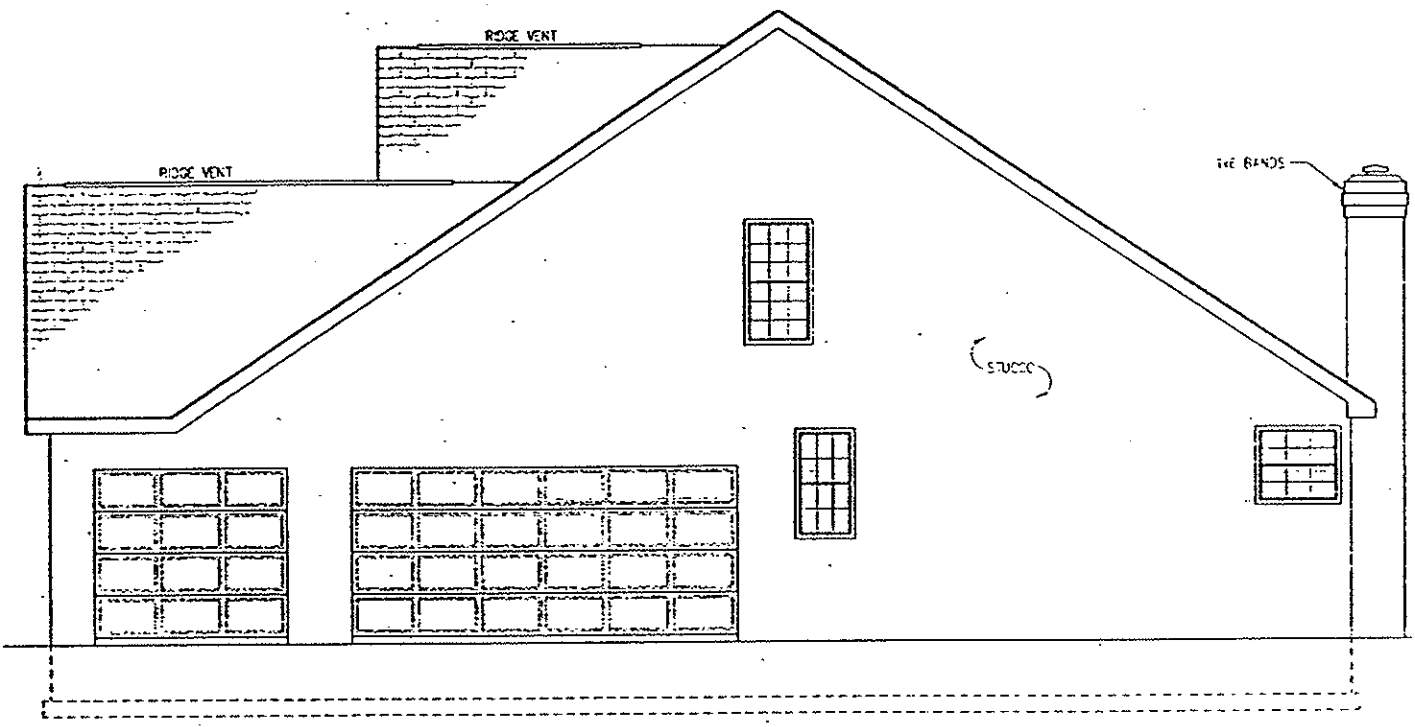
HOUSE #3

This example is acceptable

FIGURE 13



Left Elevation



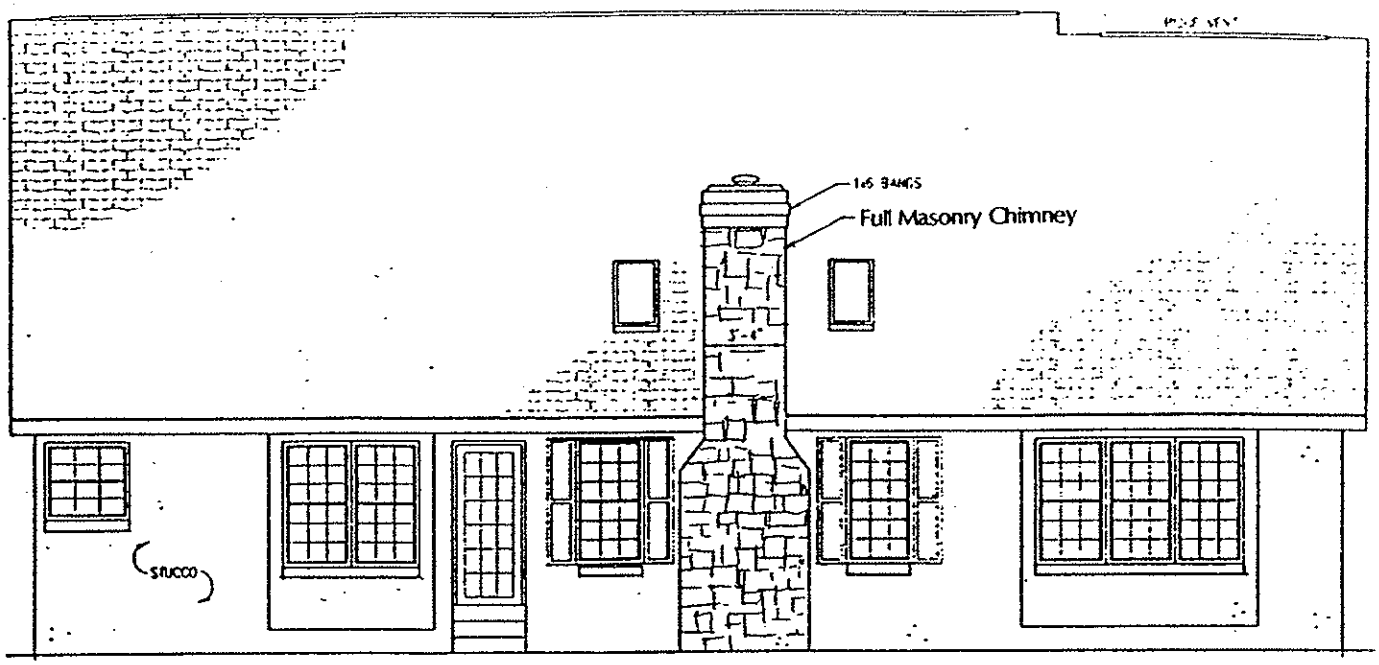
Right Elevation

HOUSE #3 As submitted, this example not acceptable

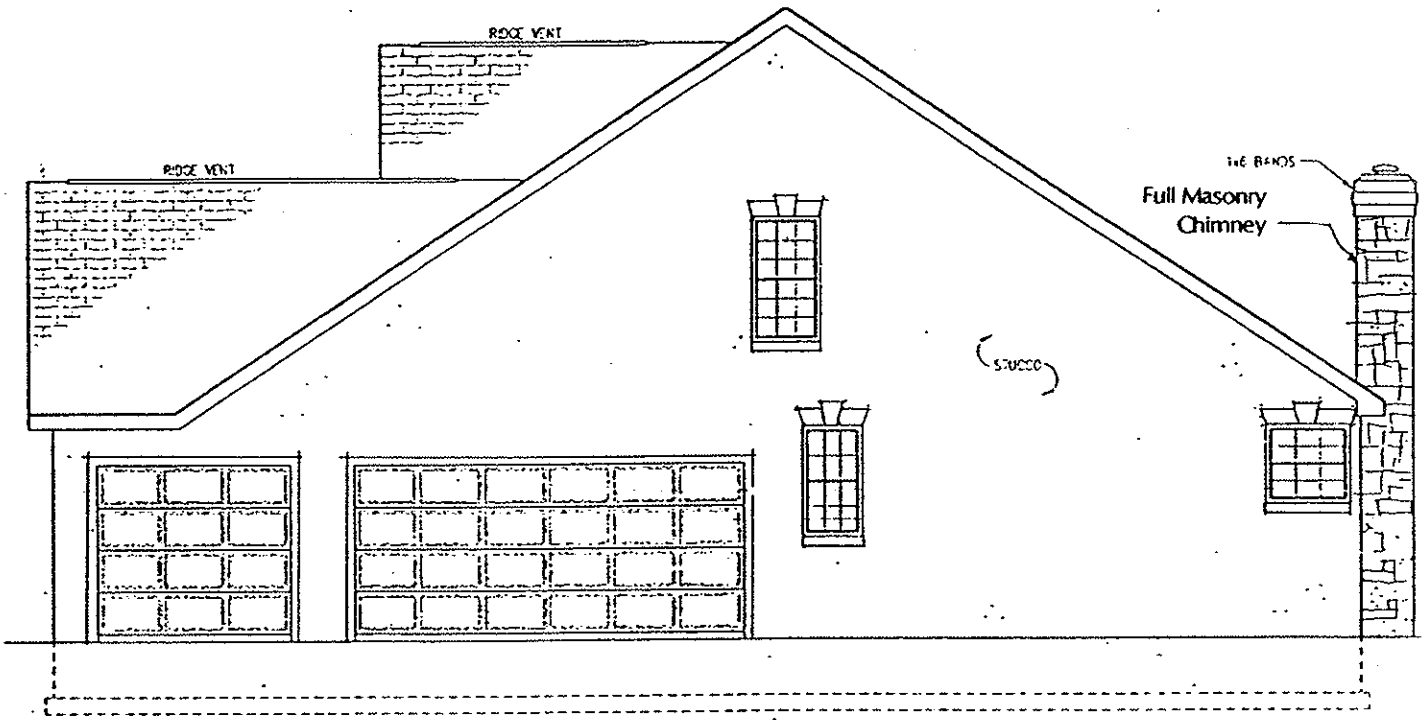
The following is recommended:

- Masonry exterior chimney, i.e., brick, stone, or stucco stone (same material as front elevation)
- Trim relief or details around windows and doors to match front elevation

FIGURE 14



Left Elevation

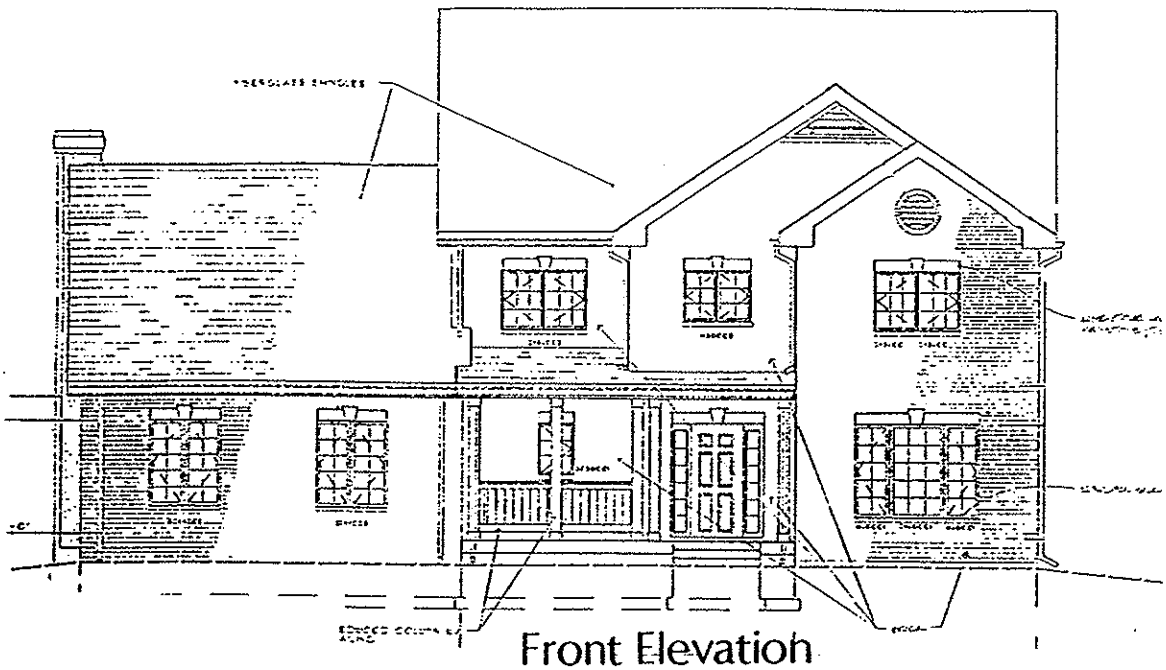


Right Elevation

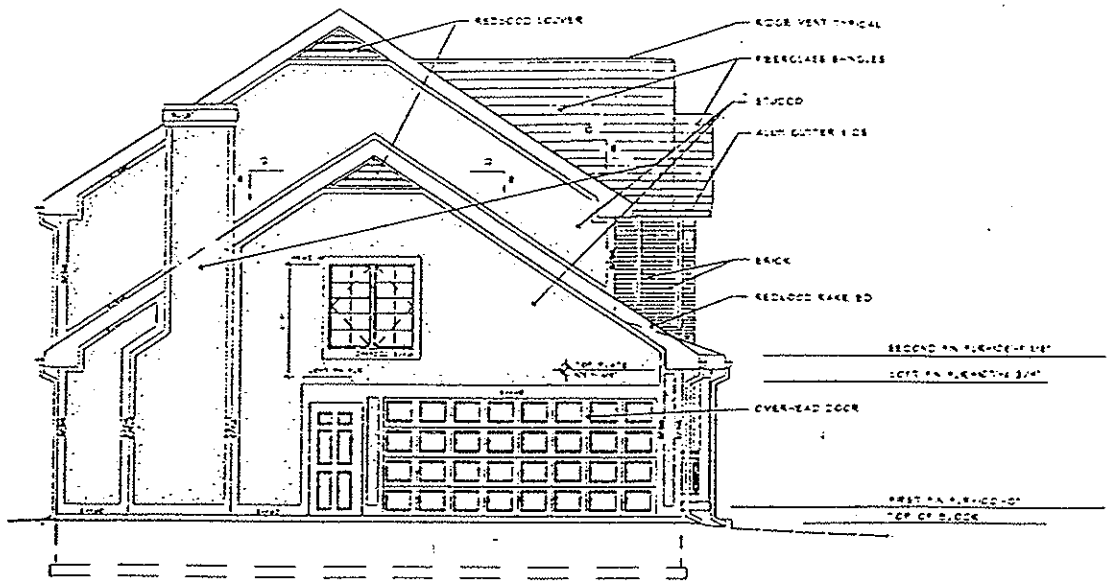
HOUSE #3

This example is acceptable

FIGURE 15



Front Elevation



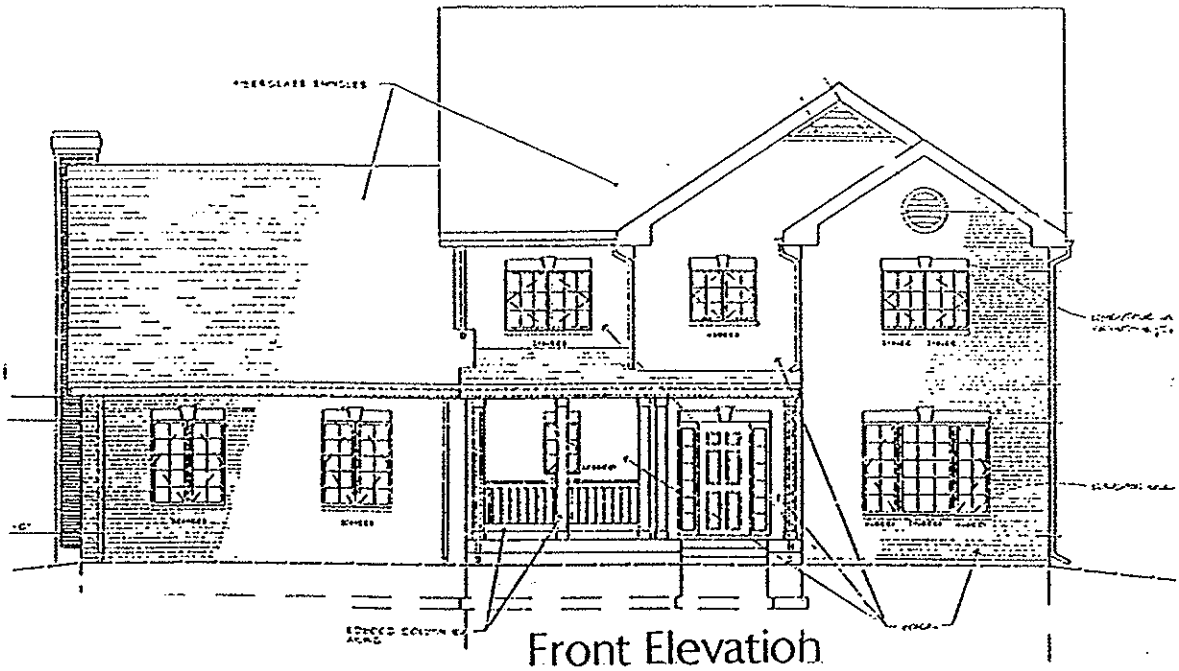
Left Elevation

HOUSE #4 As submitted, this example not acceptable

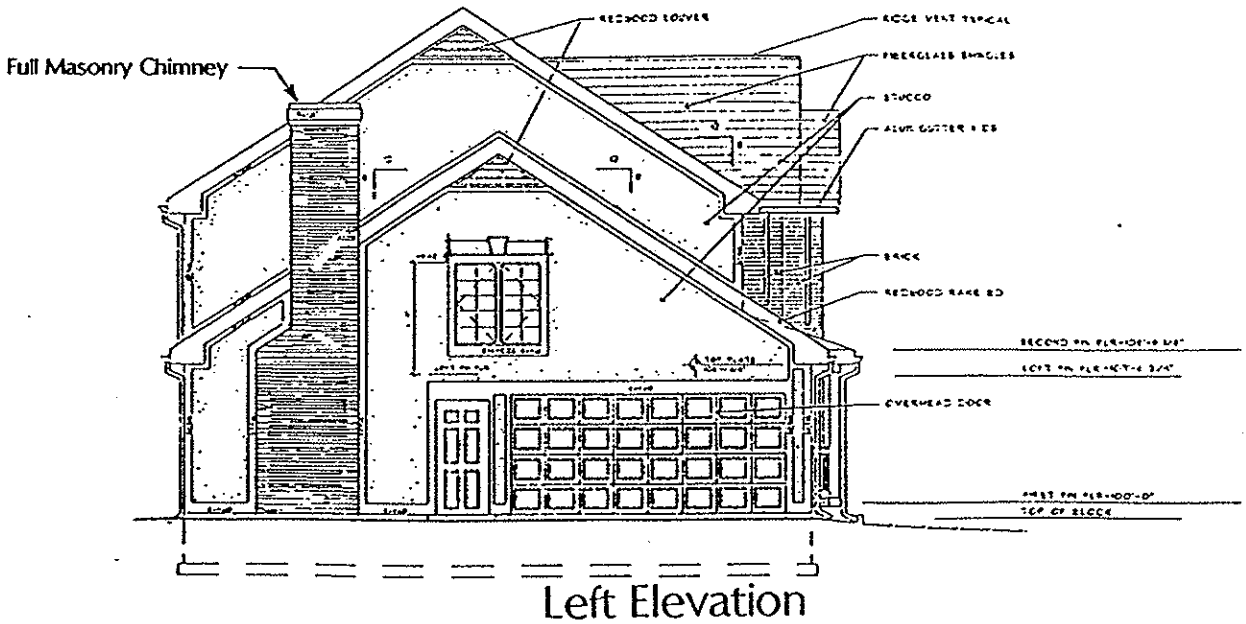
The following is recommended:

- Masonry exterior chimney, i.e., brick, stone, or stucco stone (same material as front elevation)

FIGURE 16



Front Elevation

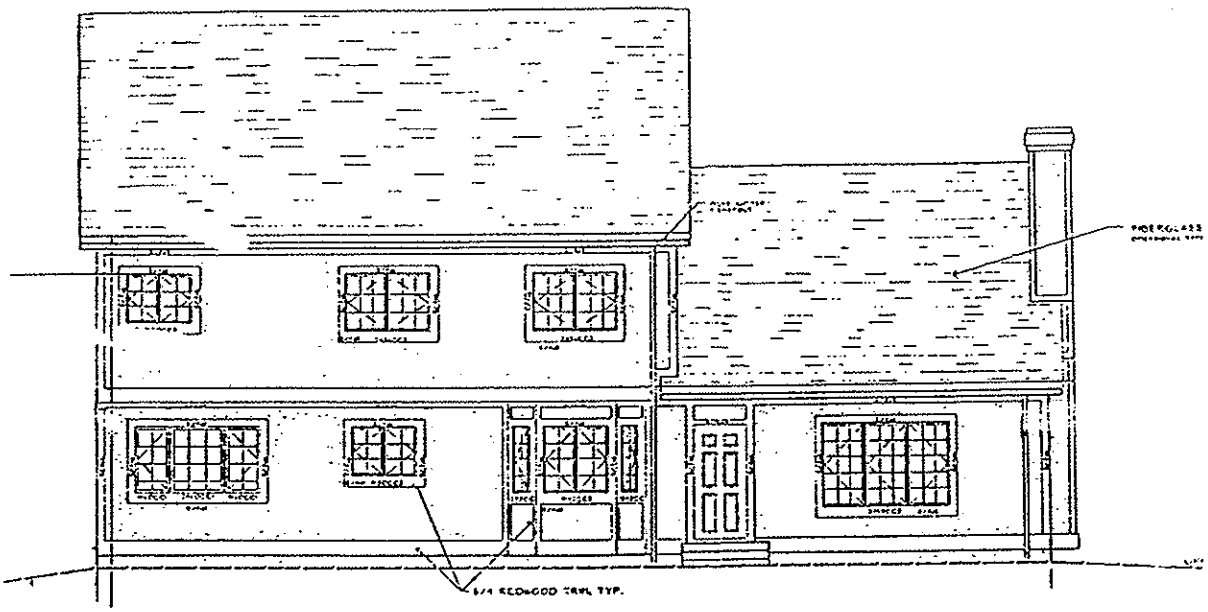


Left Elevation

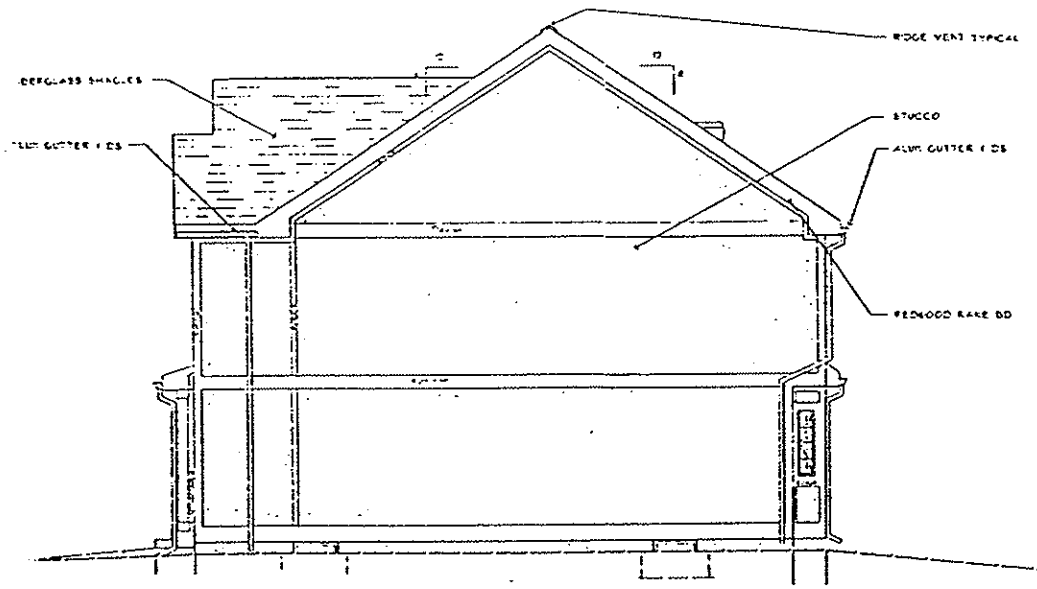
HOUSE #4

This example is acceptable

FIGURE 17



Rear Elevation



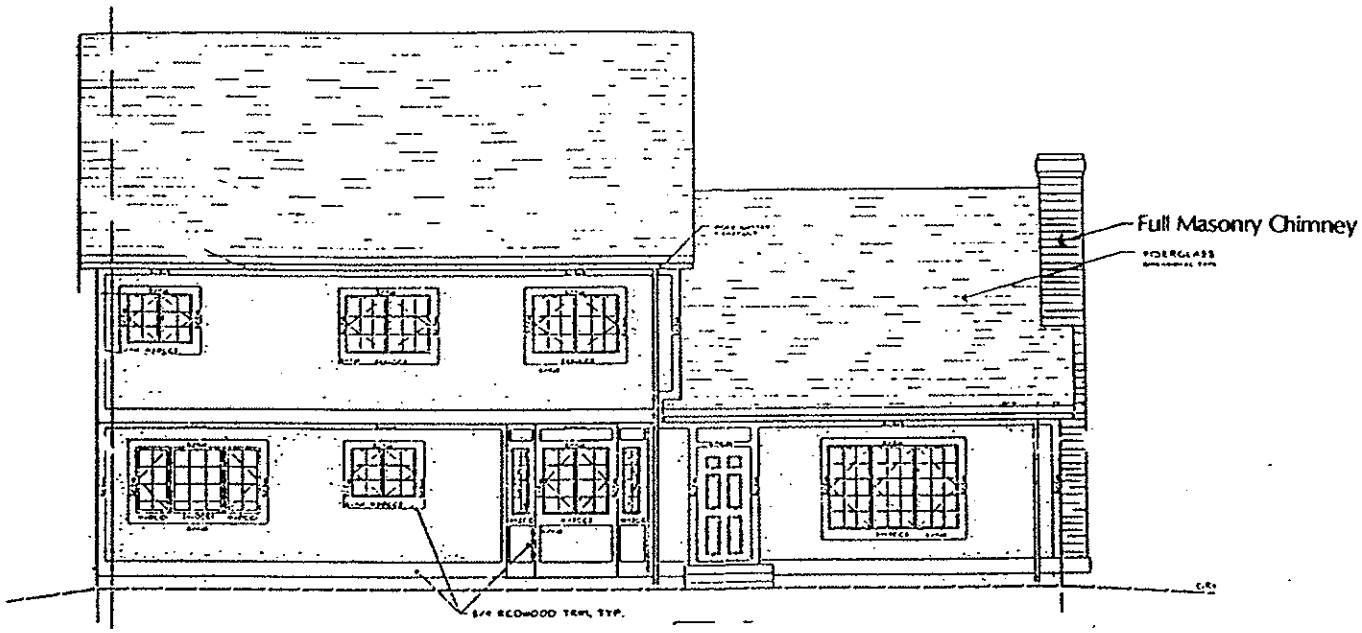
Right Elevation

HOUSE #4 As submitted, this example not acceptable

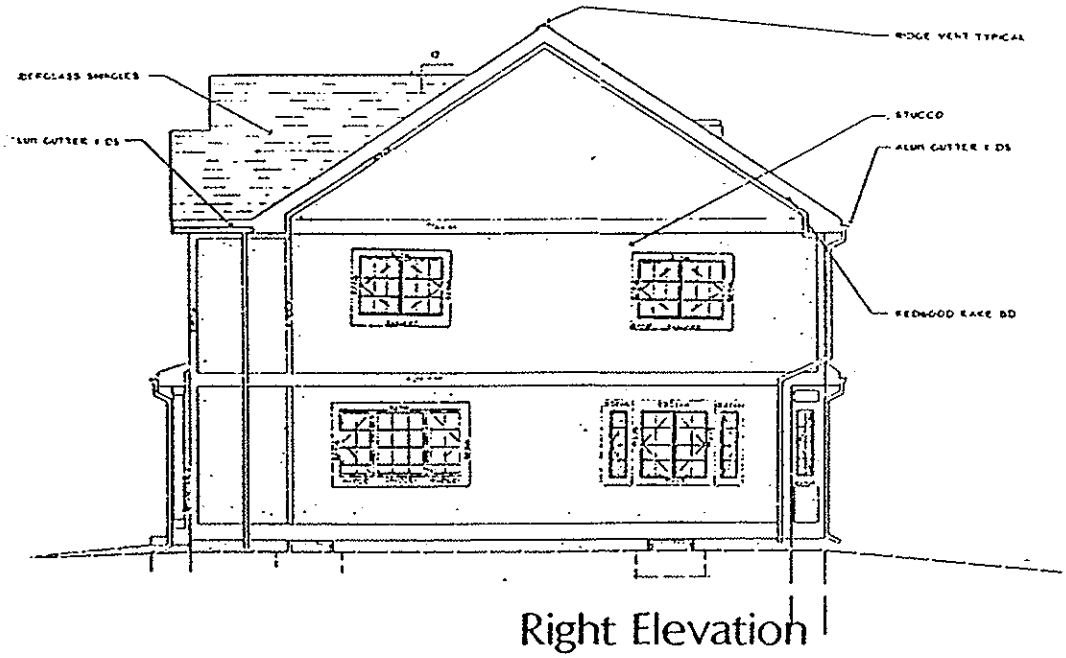
The following is recommended:

- Masonry exterior chimney, i.e., brick, stone, or stucco stone (same material as front elevation)
- Windows to match front elevation

FIGURE 18



Rear Elevation



Right Elevation

HOUSE #4

This example is acceptable

FIGURE 1

DECLARATION OF COVENANTS, EASEMENTS, RESTRICTIONS AND ASSESSMENT LIENS FOR KILLILEA SECTION 1

This is a declaration of covenants, easements, restrictions and assessment liens made on this _____ day of _____, 1996, by Whitmire Distribution Corporation, an Ohio corporation, of Franklin County, Ohio (hereinafter referred to as "Declarant".)

A. Declarant is the owner in fee simple of certain real property in the State of Ohio, County of Franklin, and City of Dublin, and

> Being Lots 1 through 20 inclusive of Killilea Section 1, as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book _____, Pages _____, Recorder's Office, Franklin County, Ohio.

Each of these lots is referred to herein as a "Lot," and collectively they are referred to herein as the "Lots." A "Lot Owner" is each owner of a fee simple interest in a Lot. The Killilea Section 1 subdivision is referred to as the "Subdivision."

B. Declarant intends, during the course of development of the Subdivision, to construct certain entranceways to the Subdivision on portions of lots numbered 1 and 20 in the Subdivision along Dublin-Bellpoint Road and to install fencing, signage, and landscaping at said entranceways and provide for the servicing and maintenance of the improvements, landscaping and grass at the entranceways for the benefit of Declarant as well as the Lot Owners in the Subdivision and all other real estate which may be added to the Subdivision.

C. The plat for the Subdivision creates no-build zones on Lots 1 through 11 inclusive and 20 which border Dublin-Bellpoint Road and Emerald Parkway which the Declarant intends will be maintained for the benefit of the Declarant as well as the Lot Owners in the Subdivision and all other real estate which may be added to the Subdivision.

D. Further, Declarant has set aside and designated in an adjacent location an open space park area to be conveyed to the City of Dublin at some future date. Such area is hereinafter referred to as the Reserve or Park Reserve. The Park Reserve is designated to provide a green and open space area for the benefit and enjoyment of Declarant, all Lot Owners, their respective personal representatives, heirs, successors and assigns, as well as the general public. While Declarant anticipates that the City of Dublin will service and maintain the Park Reserve, Declarant desires to provide that the Association shall have the right, but not the duty or obligation, to maintain it.

E. Simultaneously with the execution hereof, Declarant has caused an Ohio corporation not-for-profit of Lot Owners to be formed, named "_____ Association" (the "Association",) to administer the maintenance of the entranceways and the no-build zones. The members of the Association are and shall be Lot Owners, and the Association's purposes are and will be to maintain the entranceways and no-build zones and to enforce restrictions and conditions under which the maintenance will be carried out, all as set forth herein. The Association may, by a majority vote, adopt a set of by-laws and promulgate rules and regulations concerning maintenance of the entranceways and the no-build zones and the establishment and collection of assessments. Further, land adjacent to the Subdivision may be added to the plan created by this Declaration to take advantage economics and scale and reduce per lot association costs and accomplish similar objectives.

F. Declarant desires to create a plan of restrictions, easements and covenants concerning the Lots in the Subdivision and to retain in Declarant plan approval of the dwelling units to be constructed on said Lots and said easements and covenants shall also relate to the entranceways, and no-build zones for the benefit of and to protect the interests of the public, Declarant, each Lot Owner, and their respective personal representatives, heirs, successors, and assigns.

COVENANTS, RESTRICTIONS, EASEMENTS, AND ASSESSMENT LIENS

Now therefore, Declarant hereby declares that the Lots shall be held, sold, conveyed and occupied subject to the following covenants, easements and restrictions which are for the purpose of protecting the values and desirability of, and which shall run with the Lots, and each part thereof, and be binding on all parties having any right, title or interest in the same, and each part thereof, and their respective personal representatives, heirs, successors and assigns, and shall inure to the benefit of and be enforced by Declarant and each Lot Owner, and their respective personal representatives, heirs, successors and assigns, and the Association.

ARTICLE I

(A) LAND USE: All of the Lots in the Subdivision shall be used for single-family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any Lot that would exceed two and one-half (2 ½) stories in height and in no event shall any building be erected to a height exceeding thirty-five (35) feet from the finish grade of the building, together with necessary accessory buildings and structures, including a garage, an uncovered or covered and/or enclosed patio, wood fencing, an in-ground swimming pool, and a bath house. No other structure shall be constructed, erected, placed or permitted to remain upon any Lot without the express written consent of Declarant. The word "structure" as used herein includes in its meaning any thing or object the placement of which upon any Lot may affect the appearance of such Lot, including, but not limited to, above-ground swimming pool, barn, greenhouse, fencing, coop, cage, animal run, house trailer or any other temporary or permanent improvement on such Lot.

(B) LOT SPLIT: No Lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise so as to create a new lot.

(C) TRADE OR COMMERCIAL ACTIVITY BARRED: No trade or commercial activity shall be conducted upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to any of the owners of any of said Lots in the Subdivision.

(D) PLAN APPROVAL: For the purpose of maintaining specific architectural guidelines and standards for the development of all said Lots within the Subdivision, each Lot Owner shall be required to submit two (2) sets of complete building and site plans with specifications for the buildings and structures intended to be erected thereon to the Declarant, or its assignee, setting forth the general arrangements of the interior and exterior of the building and/or structure, including the color and texture of the building materials, the type and character of all windows, doors, exterior light fixtures and appurtenant elements such as decorative walls, chimneys, driveways and walkways and detailing the location of the building and/or structure on the Lot including setback, driveway locations, garage openings, orientation of the building and/or structure to the topography and conformance with the grading and drainage plan. Each Lot Owner covenants that no excavation shall be made, no building and/or structure shall be erected and no materials shall be stored upon a Lot by said Lot Owner of his agents, heirs, successors or assigns until the Declarant shall have approved said plans and specifications in writing. If the Declarant fails within thirty (30) days after receipt of said plans and specifications to either approve or disapprove said plans and specifications, they shall be deemed to have been approved and the requirements herein fulfilled. If the Declarant disapproves said plans and specifications, the Lot Owner may revise and resubmit said plans and specifications until approval is received. If satisfactory plans and specifications are not received and approved by Declarant within one (1) year following conveyance of title to said Lot Owner (or such extension of time as Declarant may, at its sole option, extend), Declarant reserves and each Lot Owner, by his acceptance of a deed to a Lot, acknowledges the right of Declarant, at its option, to repurchase the Lot at the original purchase price thereof as evidenced by the closing statement executed at time of purchase.

Each Lot Owner, by his or her acceptance of a deed to a Lot, further acknowledges that in considering plans and specifications submitted, Declarant will take into consideration plans and specifications already approved or in the process of being reviewed for approval of proposed improvements on adjacent Lots and the effect of said proposed improvements on the Lot with reference to its effect upon the neighboring properties and overall development of the Subdivision and acknowledges that the Declarant may require submission of samples or materials to be used in the construction of said single-family residence as a condition of the approval of said plans and specifications. Each Lot Owner further acknowledges that the Declarant shall not be responsible or liable to said Lot Owner or to any other owner of Lots in the Subdivision by reason of the exercise of its judgment in approving or disapproving plans submitted nor shall it be liable for any expenses entailed to any Lot Owner in the preparation, submission and, if necessary, resubmission of proposed plans and specifications.

Each Lot Owner further agrees that no tree removal, excavation, construction or other site work which would in any way alter the Lot from its present state shall be commenced until the plans and specifications shall first have been approved in writing by Declarant in accordance herewith.

Within the drainage easement areas designated on the recorded plat of the Subdivision, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and the direction of the flow of the drainage channels or water over said easement areas. The easement area of each Lot and all surface improvements thereon shall be maintained continuously by the owner of said Lot, except for those improvements for which a public authority or public utility company is responsible.

(E) BUILDING LOCATION: No building shall be located on any Lot nearer to the front line or nearer to a side street line than the minimum building setback lines shown on the recorded plat. No portion of any Lot nearer to any street than the building setback lines shall be used for any purposes other than that of a lawn no shall any fence or wall of any kind, for any purpose, be erected, placed or suffered to remain on any Lot nearer to any street now existing, or any hereafter created, than the front building lines of the building thereon, excepting ornamental railing, or fences not exceeding three (3) feet in height located on or adjacent to entrance platforms or steps. Nothing herein contained, however, shall be construed as preventing the use of such portion of the Lots for walks, drives, the planting of trees or shrubbery, the growing of flowers or other ornamental plants, or for small statuary entranceways, fountains or similar ornamentations for the purpose of beautifying said premises. No weed, underbrush or other unsightly growths shall be permitted to grow or remain anywhere on said Lots and no unsightly object shall be allowed to be placed or suffered to remain anywhere thereon. Nothing herein contained shall be construed so as to permit a violation of any applicable law, ordinance or governmental regulation.

(F) NO-BUILD ZONE: No building, structure, fence, outbuilding or play structure of any kind may be placed temporarily or permanently upon the area designated on the plat along Dublin-Bellpoint and Emerald Parkway on Lots 1 through 11 inclusive and 20 as no-build zone landscape easements. This no-build zone will be maintained by the Association and the planting and removal of all trees and plant materials in the zone, except for removal of dead limbs or trees and obnoxious plants, must be approved by the Association. Any planting or removal without permission of the Association shall be restored as nearly as practicable to the original condition at the cost of the person planting or removing. Any Lot Owner of Lots 1 through 11 and 20 shall at all times keep such zones accessible for maintaining and repairing the zones and such Lot Owners by their acceptance of a deed to such Lot agree to be bound by these conditions.

(G) FENCING: No fencing shall be permitted except for the following:

(1) Split Rail Yard Fence: In rear yards and side yards behind the front yard building set-back line, split rail fences are permitted. The fence posts and rails shall be natural or earth-toned in color. Wire, which may be applied to the interior side only shall be black in color and be either painted or applied vinyl. No light colors or aluminum finishes

may be used on any part of any fence. All fences must be approved in advance in the manner set forth in Article I, paragraph (D) above.

(2) Black Ornamental Fence: Black ornamental fences may be used to enclose swimming pools only. The height shall not exceed code. The style shall be in accordance with the uniform plan for the Subdivision. The fence must be approved in advance in the manner set forth in Article I, paragraph (D) above.

(3) Privacy Fence: Privacy fences between 4-1/2 and 6 feet high in natural or earth-tones may be placed immediately around decks, hot tubs, on patios, but may not enclose lawns or yards. They must be natural or earth-toned in color and in accordance with the uniform plan for the Subdivision. The fence must be approved in advance in the manner set forth in Article I, paragraph (D) above.

(H) TEMPORARY RESIDENCE: No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

(I) TEMPORARY STRUCTURE: No temporary building, trailer, garage, storage building or structure shall be placed upon any Lot for storage without the express written consent of Declarant.

(J) ANIMALS: No animals, birds, inspects, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except dogs, cats, or other household pets which are kept for domestic purposes only, and are not kept, bred or maintained for any commercial purpose. No more than two dogs or two cats may be kept on any Lot except such dogs or cats in excess of such numbers that are less than three (3) months of age.

(K) WASTE DISPOSAL: No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and removed from view from the street and abutting properties.

(L) SOIL REMOVAL: No soil shall be removed for any commercial purpose.

(M) CLOTHES LINES: No clothing or any other household fabrics shall be hung in the open on any Lot, and no outside clothes drying or airing facilities shall be permitted.

(N) NUISANCES: No obnoxious or offensive activity shall be permitted on any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(O) VEHICLES NOT IN USE: No automobile or other driven vehicle shall be left upon any Lot for a period longer than thirty (30) days in a condition wherein it is not able to be operated upon the public highway. After such period, the vehicle shall be considered a nuisance and detrimental to the welfare of the Subdivision and shall be removed therefrom.

(P) HOBBIES: Hobbies or other activities which tend to detract from the aesthetic character of the Subdivision and any improvements used in connection with such hobbies or activities shall not be permitted unless carried out or conducted within the building erected upon the Lot and not viewable from either the street or adjoining properties. This restriction refers specifically but not exclusively to such activities as automobile, bicycle, moped, motorboat and sailboat repair.

(Q) PLEASURE AND UTILITY VEHICLE AND EQUIPMENT PARKING AND STORAGE: No truck, trailer, boat, camper or other recreational vehicles, commercial vehicles or utility vehicles and equipment, including mowers, tractors and other lawn or garden equipment, shall be parked or stored on any Lot unless it is in a garage or other vehicle and/or equipment enclosure out of view from the street and abutting properties, provided, however, that nothing herein shall prohibit the occasional nonrecurring temporary parking of such truck, trailer, boat, camper, recreational vehicle or commercial vehicle on the premises for a period not to exceed seventy-two (72) hours in any period of thirty (30) days. The word "truck" shall include and mean every type of motor vehicle other than passenger cars and other than any pickup truck which is used as an automobile vehicle by an owner of a Lot and his family.

(R) GARAGE: No dwelling may be constructed on any Lot unless an enclosed garage of at least two (2) automobiles is also constructed thereon.

(S) SIGNS: No signs of any kind shall be displayed to the public view on any Lot, except one temporary sign of not more than twelve (12) square feet advertising the property for sale or rent, signs used by a building to advertise the property during the construction/sales period and/or signage utilized at the entranceway to the Subdivision, denoting the name of the Subdivision.

(T) ANTENNAS: Television and radio antennas, including dish-type satellite signal receiving earth stations, whether rooftop or ground mounted, shall be prohibited on the exterior of any house or Lot. No towers of any kind, including, but not limited to, television, radio and/or microwave towers, shall be erected, placed or maintained on any Lot in the Subdivision.

(U) FUEL STORAGE: Any tank for the storage of fuel placed or maintained on any Lot in the Subdivision shall be located below the surface of the ground or within the confines of the dwelling.

(V) FENCING LOTS: No chain link, cyclone, wire or other similar type metal fencing shall be constructed on any Lot.

(W) GRADING AND DRAINAGE: No construction, grading or other improvements shall be made to any Lot if such improvement would interfere with or otherwise alter the general grading and drainage plan of the Subdivision or any existing swales, floodways or other drainage configurations.

(X) ENTRANCEWAY EASEMENTS: Easements are herein reserved over the recorded easement for Lots Numbered 1 and 20 of the Subdivision as shown on the recorded plat of the Subdivision, for the installation of improvements, repairs and maintenance of the entranceway facilities. Any Lot Owner of Lots 1 and 20 shall at all times keep such areas accessible for maintaining and repairing the entranceway facilities and such Lot Owner, by his or her acceptance of a deed to such Lot, agrees to be bound by these conditions.

(Y) SLOPE EASEMENT: Easements are herein reserved for slope easements as shown on the recorded plat of the Subdivision as Maintenance Easements. Such easements are necessary for the construction and maintenance of Dublin-Bellpoint Road and Emerald Parkway and are located on Lots 9, 10, and 11 of the Subdivision. Any Lot Owner of Lots 9, 10, and 11 shall at all times keep such areas accessible for maintaining and repairing the slopes and such Lot Owner, by his or her acceptance of a deed to such Lot, agrees to be bound by these conditions.

(Z) BIKEWAY EASEMENT: Easements are herein reserved for Bikeway Easements as shown on the recorded plat of the Subdivision on Lots 1 through 10 inclusive and Lot 20. Bikeway may be constructed and maintained on these easements for use by the general public in accordance with ordinances of the City of Dublin.

(AA) SIGHT DISTANCE AT INTERSECTIONS: No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street line or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient heights to prevent obstruction of such sight lines.

(BB) NO DIRECT VEHICULAR ACCESS: There shall be no direct vehicular access to Emerald Parkway from Lots 10 and 11 and no direct vehicular access to Dublin-Bellpoint Road from Lots 1 through 10 inclusive and Lot 20.

ARTICLE II

(A) MAINTENANCE OF ENTRANCEWAY, DRAINAGE RESERVE AND NO BUILD ZONE LANDSCAPE EASEMENTS BY DECLARANT AND ASSOCIATION: Until the completion and sale of not less than seventy-five percent (75%) of the dwellings in the Subdivision,

Declarant shall be responsible for the installation and reasonable and proper maintenance of the entranceways and no build zone landscape easements along Dublin Bellpoint Road and Emerald Parkway. On the January 1st immediately following the date upon which seventy-five percent (75%) of the Lots, with residential dwellings thereon, have been conveyed to bona fide purchasers, the Declarant covenants and agrees to turn over to the Association, and the Association shall accept, the responsibility for maintaining the entranceways and no build zone landscape easement. Until such turnover data, all improvements and maintenance costs in connection with the entranceways and no build zone landscape easement shall be completed and paid for by Declarant. Improvements shall include such fencing, walls, landscaping and signage as Declarant, in its sole discretion, deems necessary and desirable, complying at all times with applicable governmental restrictions. Declarant, by an instrument in writing in the nature of an assignment, will vest the Association with the rights, privileges and powers regarding such maintenance responsibility to be assumed by the Association.

(B) ASSOCIATION MEMBERS: Every owner of a Lot in the Subdivision shall become a member of the Association, and each such owner, including Declarant, shall be entitled to one vote on each matter submitted to vote of the members for each Lot owned by him, her, or it; provided, however, that where title to a Lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

(C) ALTERATIONS TO ENTRANCEWAY: Once the Association has assumed the responsibility for maintaining the entranceways, no building, wall, fence, other structure or landscaping shall be added to or removed from the entranceway improvements installed by Declarant without the consent, expressed in writing, by the Association. Such consent shall be provided for by the Association according to its rules and regulations established for maintenance of the entranceways.

(D) ASSESSMENTS: The Association shall be empowered to collect assessments for the maintenance of the entranceways as hereinafter provided. Any assessments established by the Association, from time to time, shall be levied in equal amounts as to each of the Lots. As soon as shall be practicable after determination that an assessment is needed, the Association shall send a written statement to each Lot Owner setting forth the amount and method of calculation of the amount assessed against each Lot, and the time when the same is due. The assessment may be billed in a lump sum or in installments, as the Association shall, in its sole discretion, determine. No assessment shall become due and payable unless written notice has been sent or delivered to the Lot Owner obligated to pay the same at least ten (10) days prior to the due date thereof, or, if payable in installments, the due date of the first installment.

In the event any amount so assessed or levied is not paid when due and remains in arrears for more than thirty (30) days, the Association may charge interest on the entire unpaid balance at the highest rate of interest then permitted by law or such lower rate as the Association may from time to time determine, and cause to be filed with the Franklin County, Ohio, Recorder, a notice of lien describing the Lot, the assessment amount and interest due, and executed in accordance with the formalities then required then required to record a lien against real estate. All assessments, together

with interest and costs, shall be a charge and a continuing lien in favor of the Association upon the Lot against which each such assessment is made. Each assessment, together with interest and costs, shall also be the joint and several personal obligation of the Lot Owners who owned the lot at the time when the assessment fell due.

Upon written demand by a Lot Owner, the Association shall, within a reasonable period of time, issue and furnish to each Lot Owner a certificate stating that all assessments or installments thereof (including interest and costs, if any) have been paid with respect to any specified Lot as of the date of such certificate, or, if all assessments and installments thereof have not been paid, setting forth the amount (including interest and costs, if any) due and payable as of such date. The Association may make a reasonable charge for the issuance of such certificates, which must be paid at the time that the request for such certificate is made. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Association and any bona fide purchaser of, or lender on, the Lot in question.

(E) SPECIAL ASSESSMENT LIEN: Each Lot Owner shall comply, or cause compliance, with all covenants, requirements, and obligations contained herein, and with all rules and regulations promulgated by the Association. Upon the failure of a Lot Owner to comply with such covenants, requirements, and obligations, the Association, in addition to any other enforcement rights they may have hereunder, may take whatever action either deems appropriate to cause compliance, including, but without limitation, entering upon the Lot for repair, maintenance, reconstruction and removal of any Improvements thereon or any other action required to cause compliance with the covenants, requirements and obligations contained herein. All costs incurred by the Association in causing such compliance, together with the interest at such lawful rate as the Association may from time to time establish, shall be immediately due and payable from the Lot Owner to the Association, and the Association shall be entitled to a valid lien as security for the payment of such costs incurred, and interest, which lien shall be effective fro the date that the Association certified the lien to the Franklin County Recorder.

(F) SUBORDINATION: Not withstanding the foregoing, the lien of the assessments provided for herein shall be subject and subordinate to the lien of any duly executed first mortgage on a Lot recorded prior to the date on which such lien of the Association arises, and any holder of such first mortgage which comes into possession of a Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid installments of assessments or charges against the mortgaged Lot which became due and payable prior to the time such holder or purchaser took title to that Lot.

(G) AUTHORITY TO ASSIGN OR ENTER INTO CONTRACTS: Any of the rights, powers, duties and obligations of the Association, which, in this instrument are to be assumed by the Association, may, after such assumption, be assigned or transferred by the Association to any one or more corporations, associations or entities which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Further, the Association shall have the power

and authority to contract with any person, corporation, firm or other entity for the exercise of any one or more of the various powers and authority granted to and duties to be performed by the Association hereunder.

(H) RIGHT TO MAINTAIN THE PARK RESERVE: While it is the intention of Declarant that the City of Dublin will maintain the area designated on the Subdivision plat as the Park Reserve, Declarant herein provides that the Association shall have the right, but not the duty or obligation, to assist in the maintenance of the Park Reserve. Such maintenance by the Association, if any, will be performed in a manner deemed appropriate by the Association and may include, but not necessarily be limited to, the mowing of grass, weeding and trimming along the roadway, the planting of shrubs, trees and flowers, the removal of dead or diseased trees from the Park Reserve area, and the servicing of any improvements to the Park Reserve installed by Declarant and/or the City of Dublin.

ARTICLE III

(A) GENERAL: The plan of covenants, maintenance and assessments set forth herein has been established with respect to twenty (20) lots. Declarant presently intends to develop land contiguous to the Subdivision into lots similar to those in the Subdivision, and with improvements comparable to and of a similar nature to those constructed in the Subdivision, including at least additional entranceways and the possibility of one or more reserves and no-build zones. However, market conditions and other factors make it impossible to commit that this is how this contiguous property will be developed. In the event that this adjacent property is so developed, Declarant believes that it would be in the best interests of all Lot Owners that this adjacent property, or so much of it as is so developed, be added to the plan created by this Declaration, in order to effect economies of scale and accomplish similar objectives.

(B) RIGHT TO EXPAND: Consonant with the foregoing, if within ten (10) years of the date of the recording of this Declaration, Declarant or its successors or assigns shall plat all or any portion of this contiguous property into lots and reserves substantially similar to the layout of the Subdivision, and if the same is developed with single-family residential homes on the lots, those lots and reserves may, at Declarant's sole discretion, be subjected to the provisions hereof, and those lots and reserves made a part of the plan created hereby, by the execution and recording by Declarant, or its designated successors or assigns, of a Supplemental Declaration describing the property to be subjected to this plan and reciting that the provisions hereof shall be applicable thereto and to the owners thereof.

(C) EFFECTS OF ANNEXATION: Upon subjection of additional property to the terms hereof:

(1) The added portion including any additional entranceways and no-build zones shall thereafter be subject to all of the terms and provisions hereof, to the same extent and with the same effect as if the added portion had been provided herein as constituting part of

the property subjected hereto, that is, the rights, easements, covenants, restrictions and assessment plan set forth herein shall run with and bind the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the property in the Subdivision.

(2) The owner or owners of the added portion lots shall thereupon become Lot Owners, and members of the Association, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other Lot Owners; and

(3) In all other respects all of the provisions of this Declaration shall include and apply to all additional property included in such Supplemental Declaration, and to the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

ARTICLE IV

(A) TERMS: These covenants are to run with the Lots and Reserve and shall be binding on all Owners of the above-described real estate until January 1, 2026, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the Lot Owners is recorded, agreeing to change said covenants in whole or in part.

(B) ENFORCEMENT: Enforcement shall be proceedings by law or in equity or both by any owner of any part of the above-described real estate or by Declarant against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages. No failure to object to any violations or any restrictions or to enforce any restrictions shall be deemed a waiver of the right to do so thereafter, either as to the same violations or as one occurring prior or subsequent thereto.

(C) SEVERABILITY: Each of these covenants contained herein is independent and separate and in the event any one or more such covenants shall for any reason be held invalid or unenforceable all remaining covenants shall nevertheless remain in full force and effect.

ARTICLE V

ACCEPTANCE: By accepting a deed to any of the above-described real estate, a grantee accepts the same subject to the foregoing covenants and agrees for himself, his heirs, successors and assigns to be bound by each of such covenants jointly.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf this _____ day of _____, 1996.

Signed and Acknowledged
in the Presence of:

Whitmire Distribution Corporation

_____ By _____

_____ Its _____

_____

_____

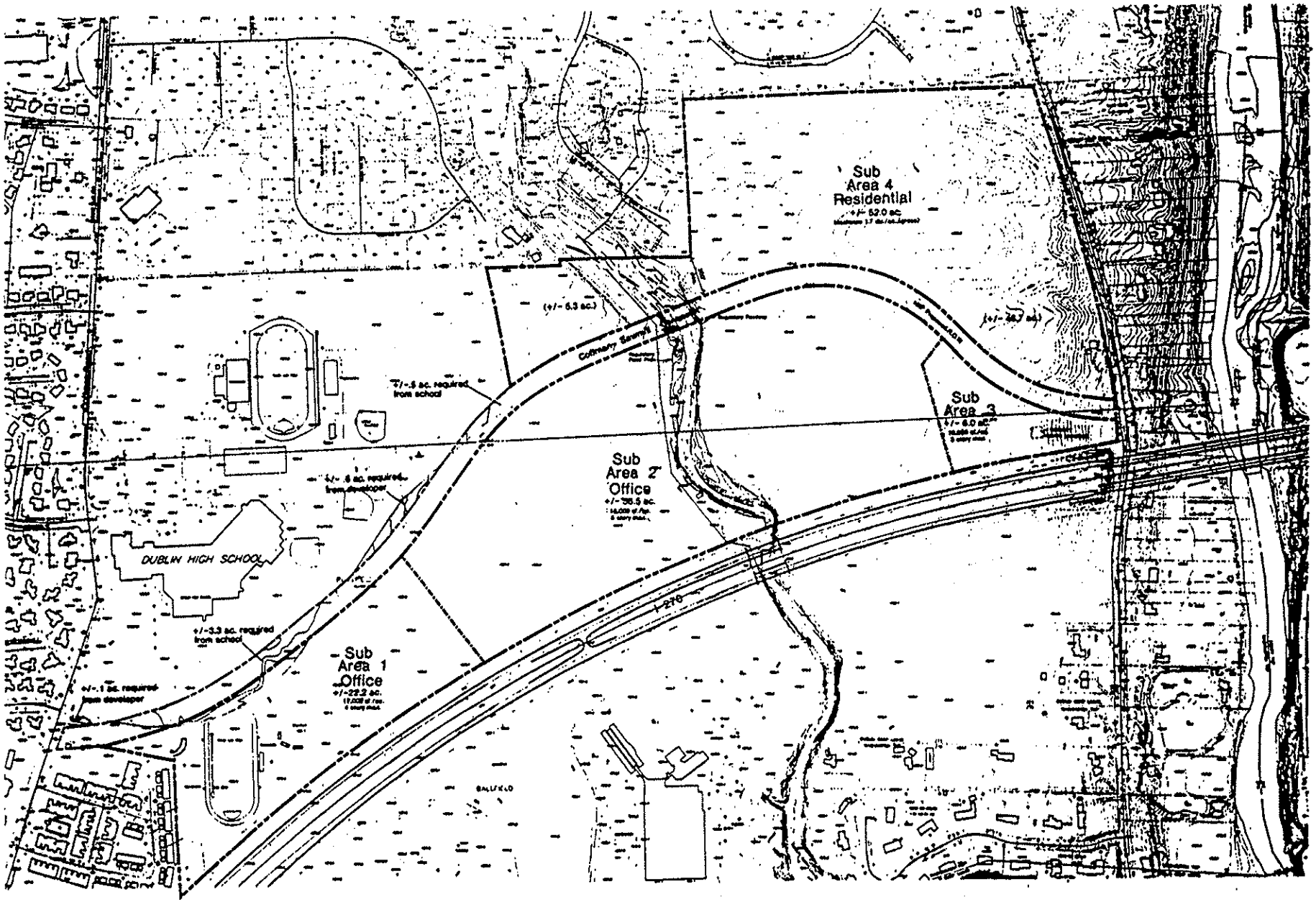
STATE OF OHIO:
COUNTY OF FRANKLIN: SS

BE IT REMEMBERED that on this _____ day of _____, 1996, before me, the subscriber, a Notary Public in and for said county and state, personally appeared the above-named Whitmire Distribution Corporation, by _____, its _____ the Declarant in the foregoing instrument, who acknowledged the signing thereof to be his voluntary act and deed, for and on behalf of Whitmire Distribution Corporation.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my seal on this day and year aforesaid.

_____
Notary Public

This instrument prepared by:
Hamilton J. Teaford
130 Northwoods Blvd.
Columbus, OH 43235



McKITRICK PROPERTY

I-270 AND COFFMAN RDN

SITE DATA

PRELIMINARY DEVELOPMENT PLAN/ SUB AREA PLAN

NBBJ

Exhibit 1

NBBJ

June 15, 1995

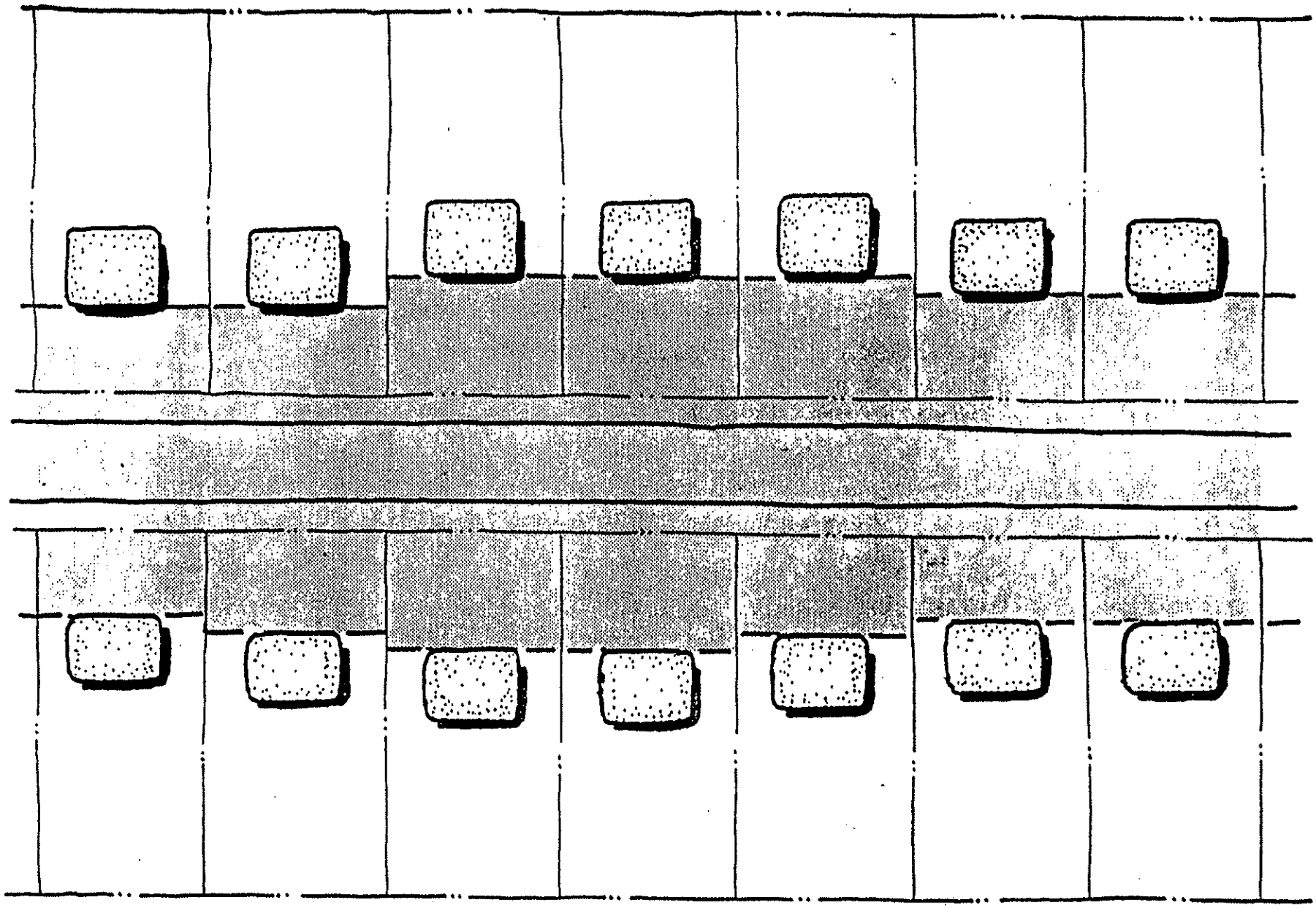
McKitrick I-270

Subarea 4

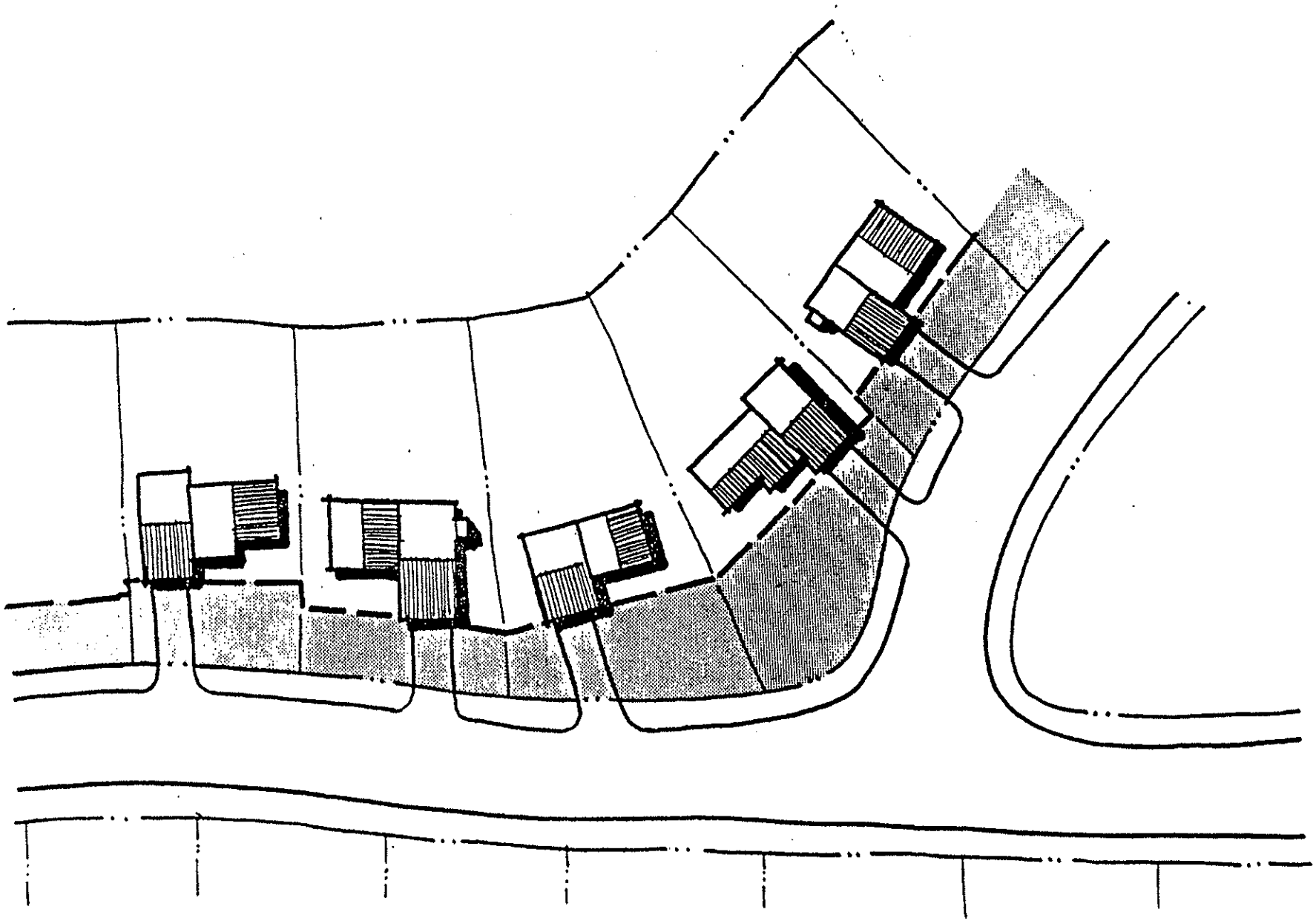
Exhibit A

SINGLE FAMILY DESIGN

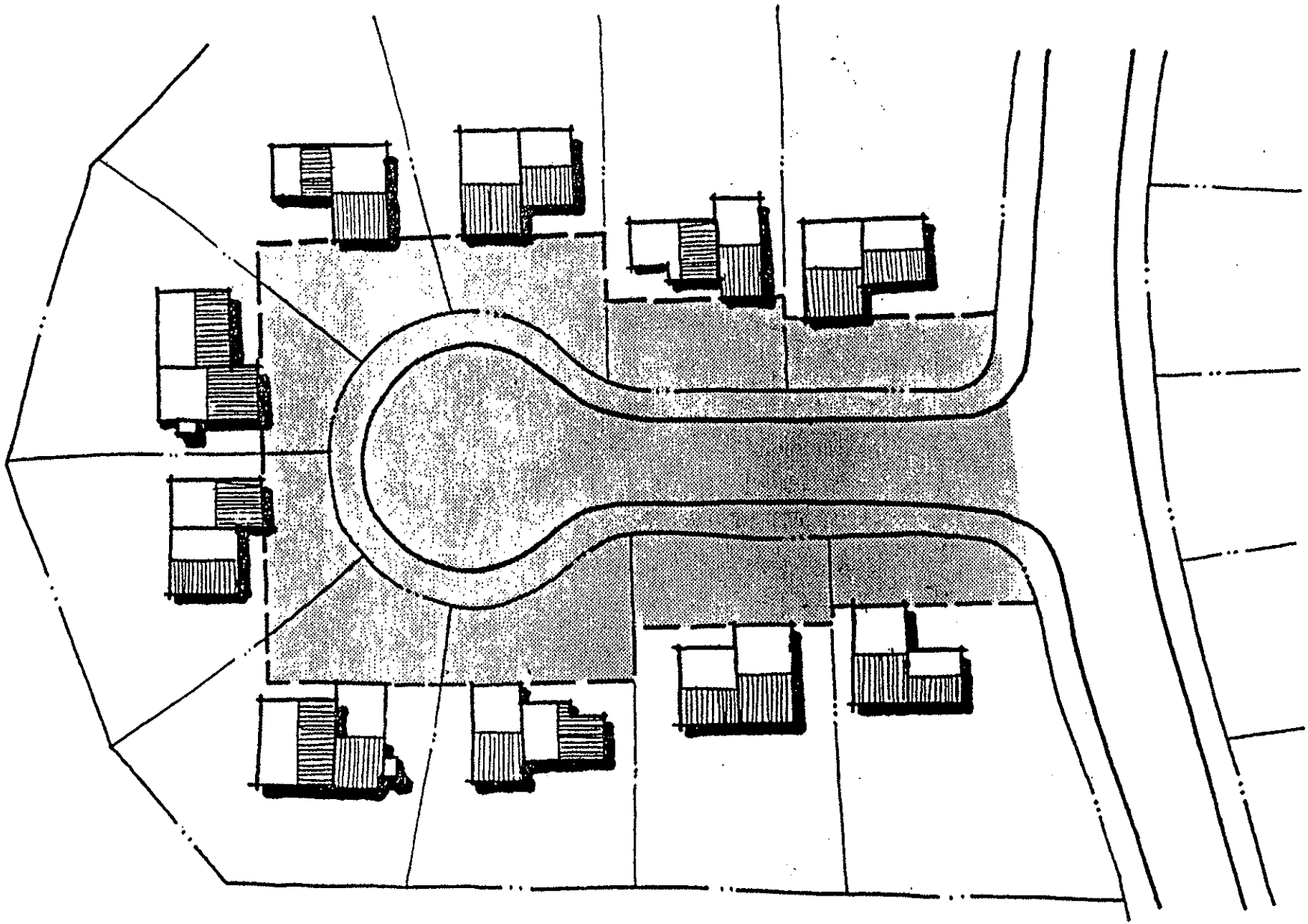
GUIDELINES



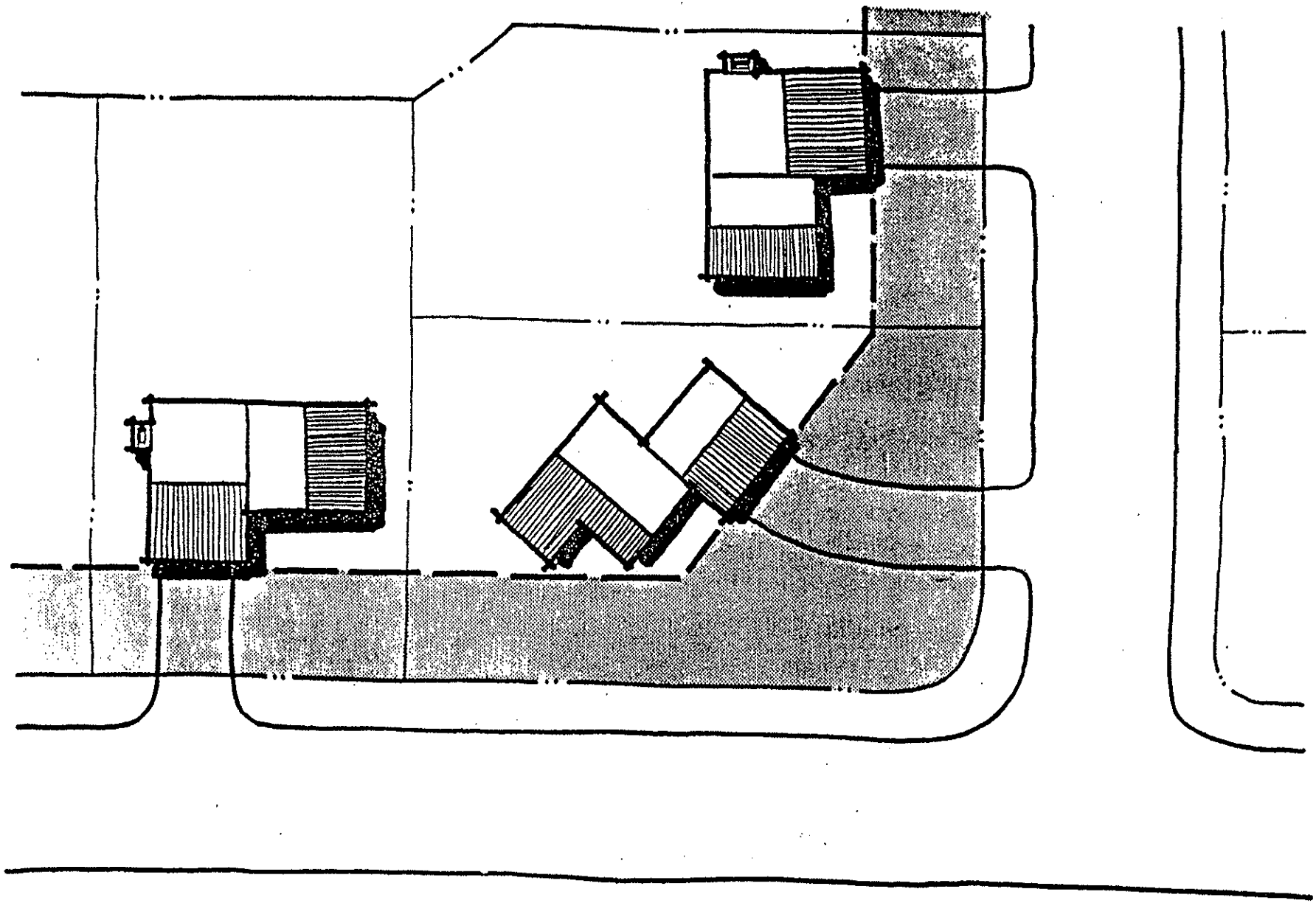
Varied Front Yard Setbacks



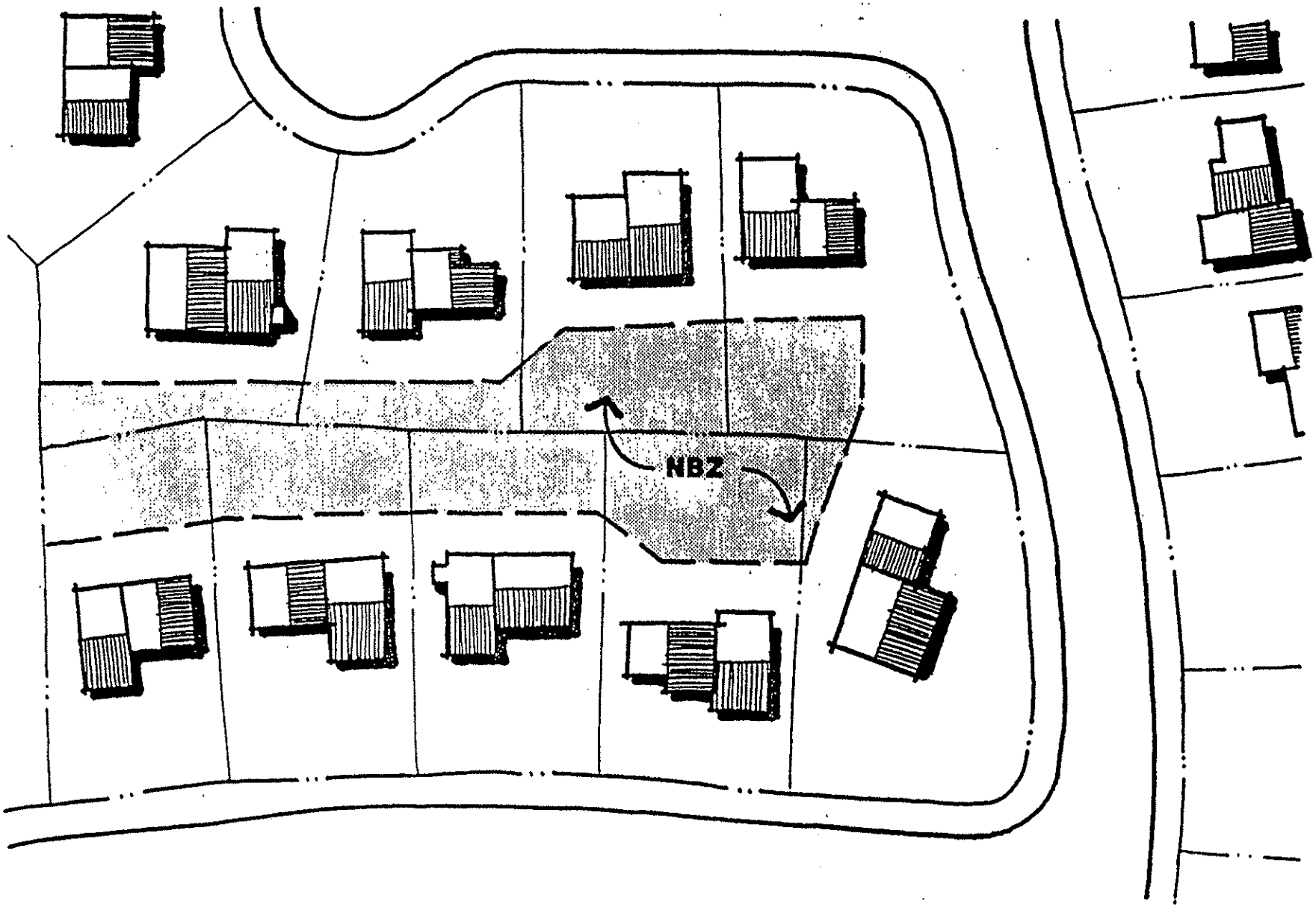
Non-Parallel
Front Yard Setbacks



Cul-De-Sac
"Box" Setback



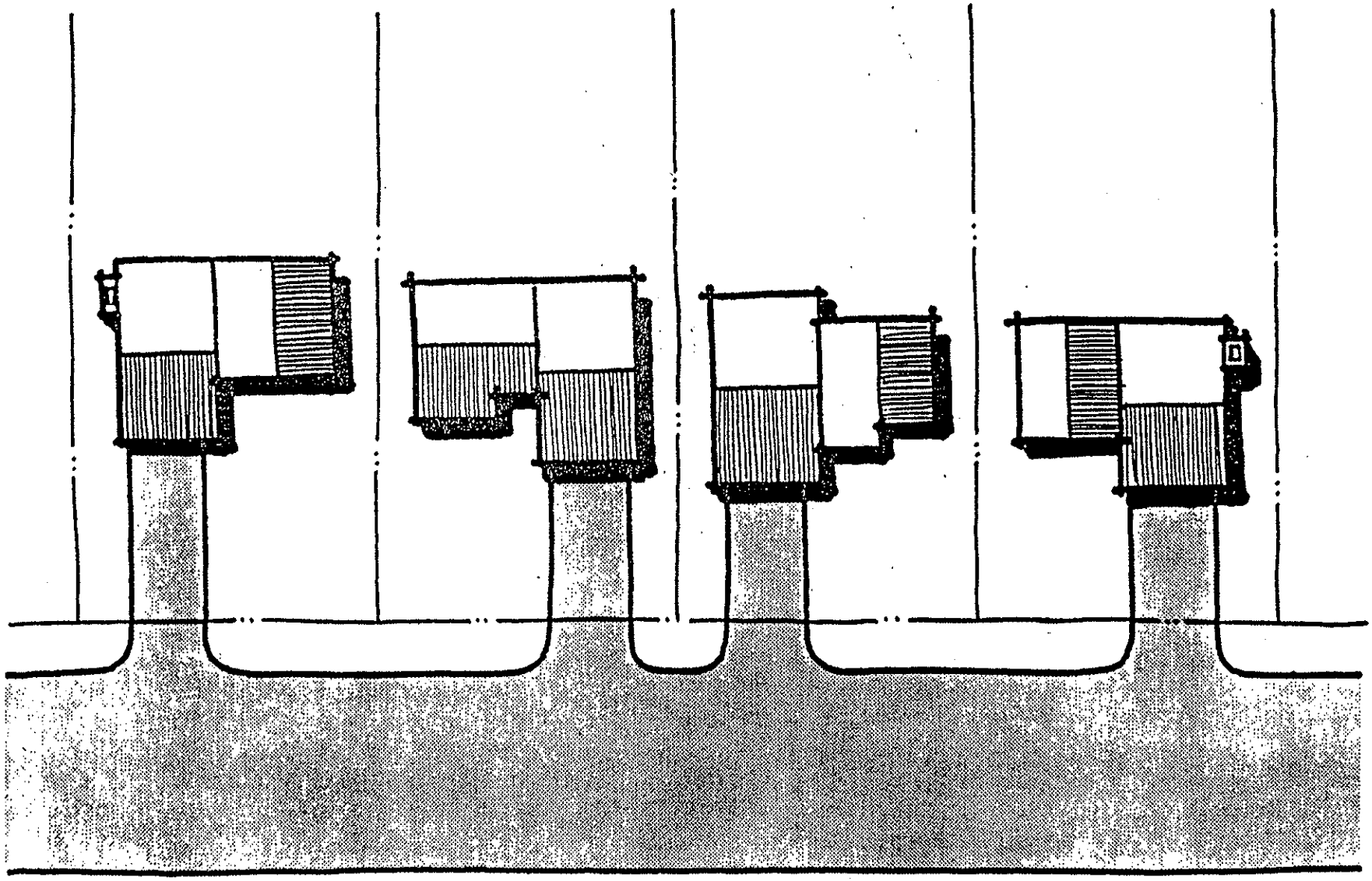
Corner Angled
Front Yard Setbacks



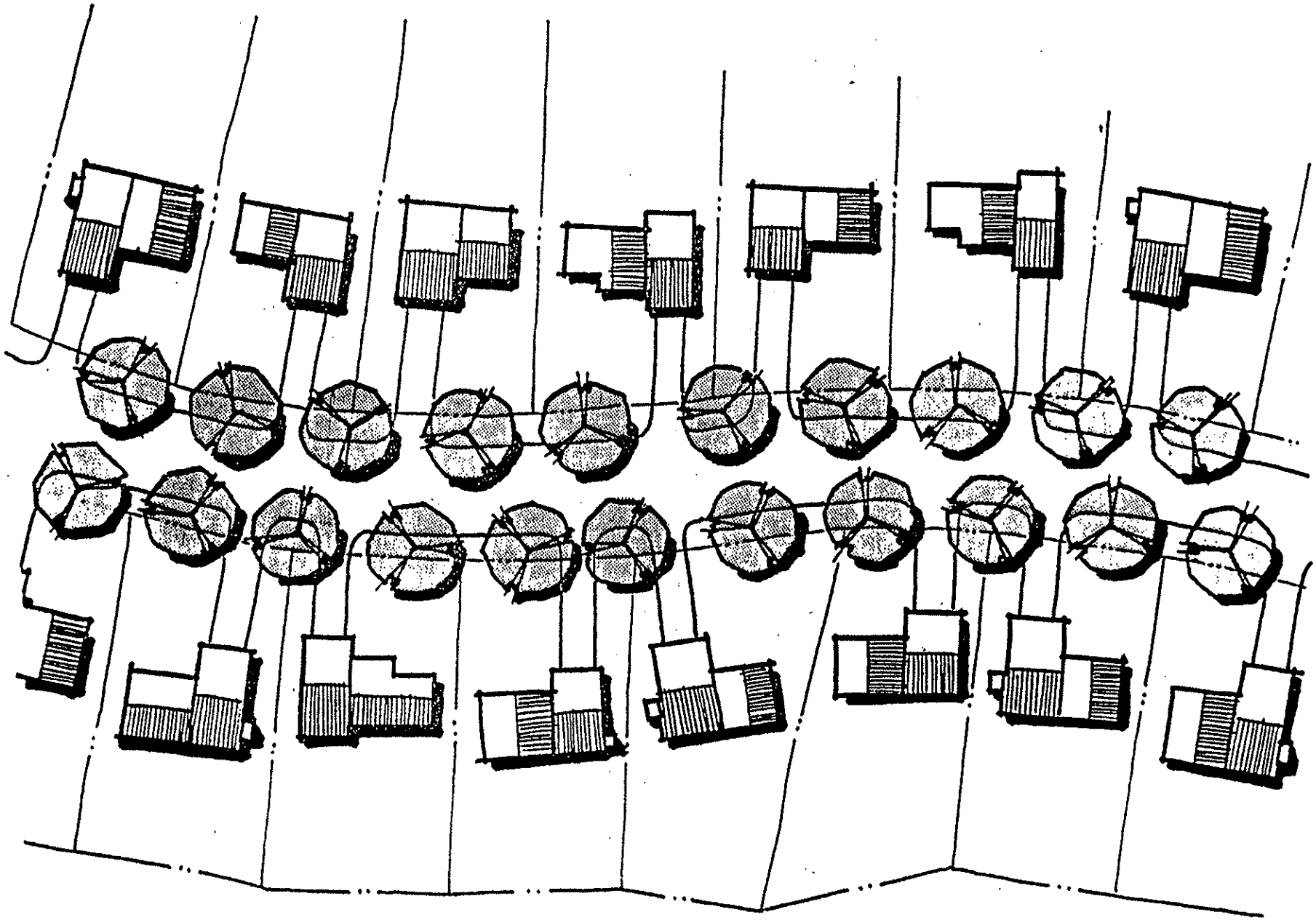
Note: The rear yard no build zone shall begin at a minimum distance of 40' from the rear line for lots on the north and west boundaries of subarea 4. A 25' minimum no build zone shall be required for all other lots.

"No Build Zone"

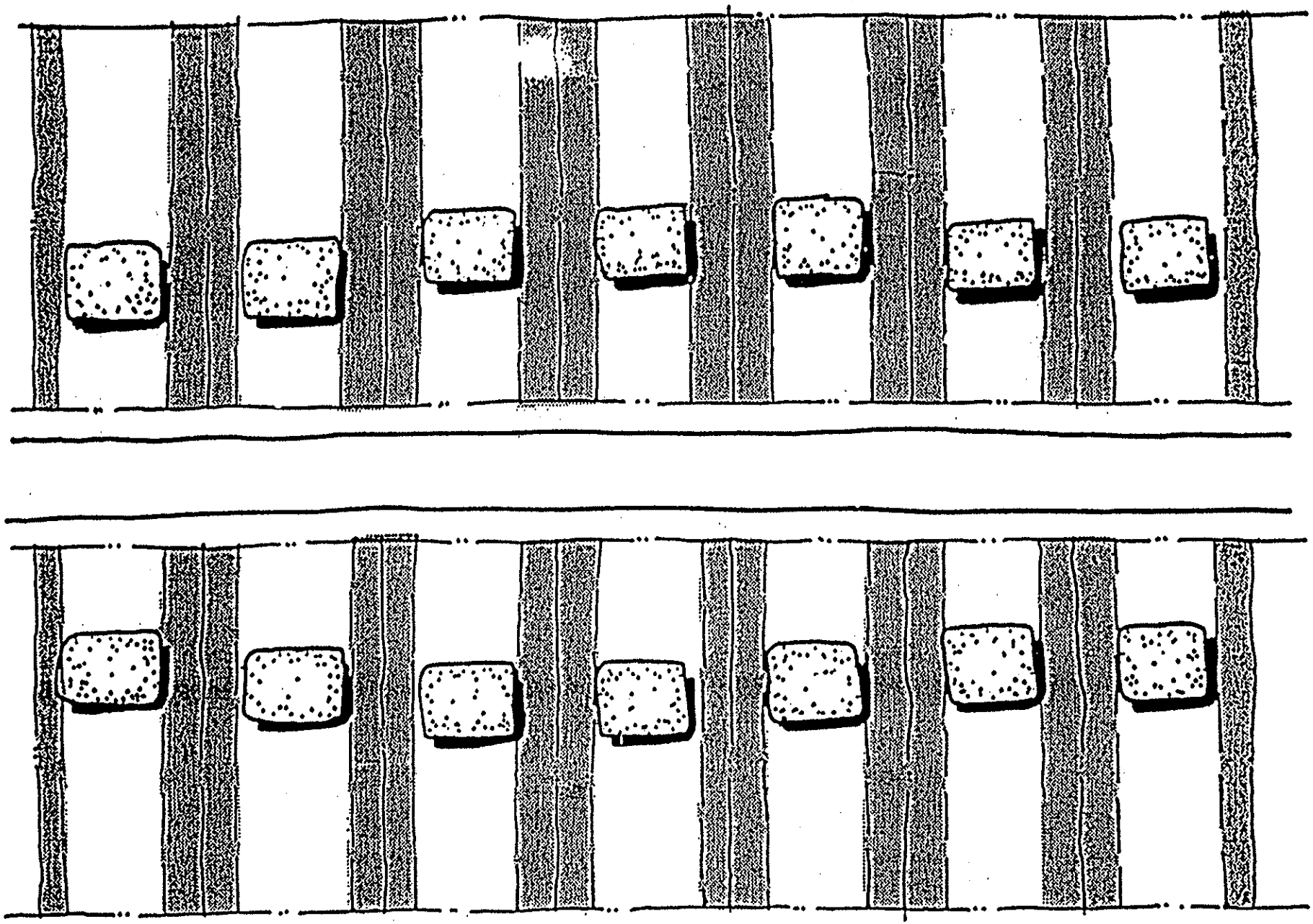
(No Buildings/Out Buildings, Structures or Fences)
(Play structures are permitted within no build zone)



Alternate Driveway Locations



Street Tree Program



Note: 8' minimum one side; combined side yard setback of 20'

Side Yard Setbacks