



January 24, 2024

Darla Burns  
5763 Dalymount Dr  
Dublin, OH 43016

ENF – 2024 – 00022

NOTICE OF VIOLATION

Certified Mail

Dear Ms. Burns:

The recently installed wrought iron style fencing (photos attached) surrounding the entire rear yard at **7075763 Dalymount Dr (273-007649)** is in violation of the **City of Dublin Zoning Code Sections 153.080 (A)(1)**.

**153.080 (A)(1)** *The fence or wall shall not be permitted to encroach upon public rights-of-way or easements or no build zones, conservation/no disturb zones.*

The applied **Permit 23-6263** was issued a **Disapproval Notice** on November 1, 2023, prior to the installation within the last 60 days. No requested revisions were submitted for approval and no CZPA was issued.

In order to resolve this matter, please initiate an Application for Variance with the BZA by **February 15, 2024**. After a hearing is scheduled, any decision by the BZA will determine whether the fence may remain as installed or you will need to have a compliant revision to the pending Permit 23-6269 and the fence relocated or removed to avoid legal action.

I may be reached at [jiannucci@dublin.oh.us](mailto:jiannucci@dublin.oh.us) or at (614) 410-4604.

Sincerely,

John Iannucci  
Code Enforcement Officer

*Cc: Jay Henderson, Greg Jones*

*Appeals: Any person affected or aggrieved by this notice may appeal a decision of the Code Enforcement Officer within twenty (20) days of the date of this notice.*







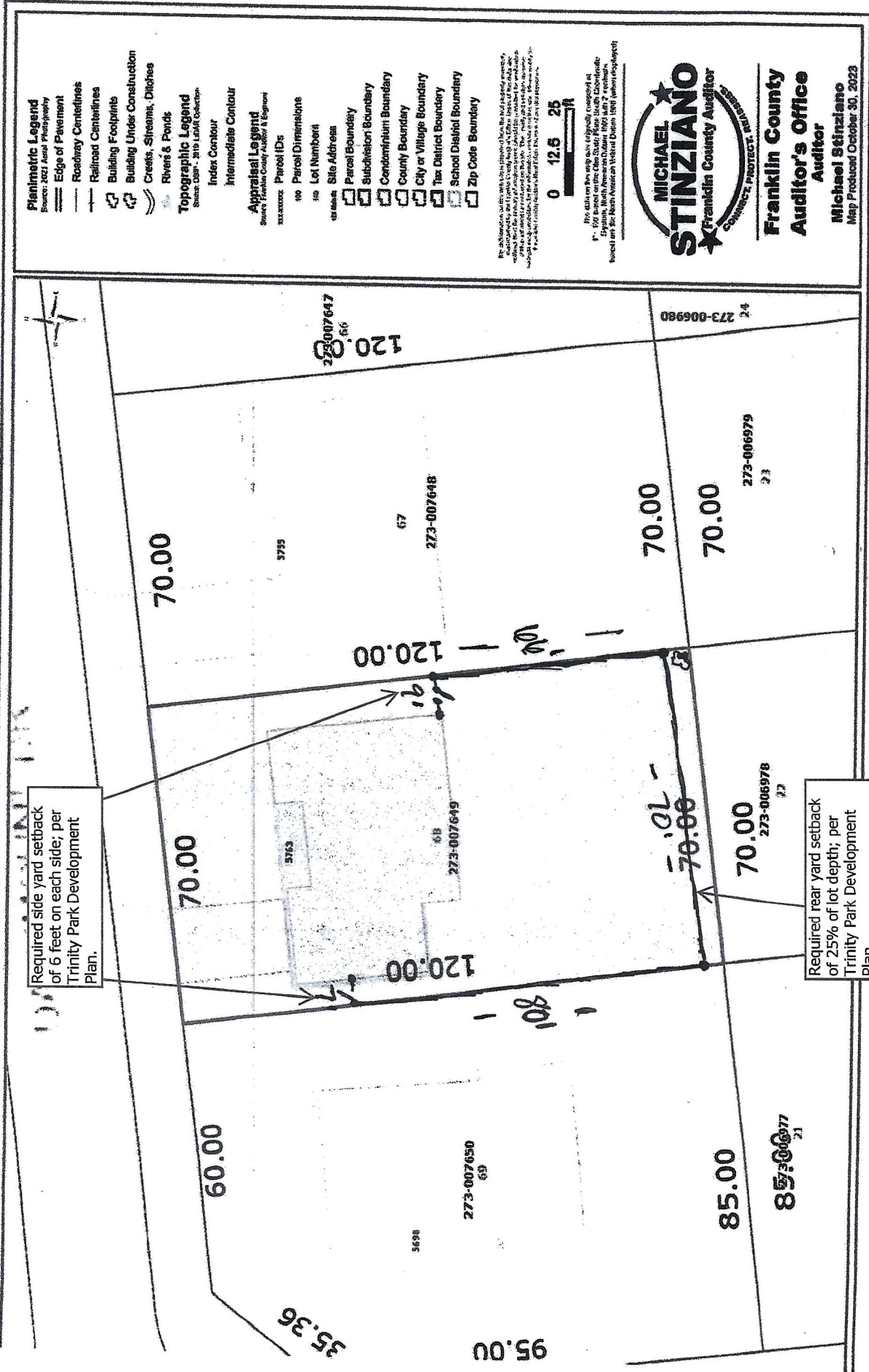
*Appeals: Any person affected or aggrieved by this notice may appeal a decision of the Code Enforcement Officer within twenty (20) days of the date of this notice.*



**NOT APPROVED**

Required side yard setback of 6 feet on each side; per Trinity Park Development Plan.

Required rear yard setback of 25% of lot depth; per Trinity Park Development Plan.



- Planimetric Legend**  
 Source: 2021 Aerial Photo Imagery
- Edge of Pavement
  - Roadway Centerlines
  - Railroad Centerlines
  - Building Footprints
  - Building Under Construction
  - Creeks, Streams, Ditches
  - Rivers & Ponds
- Topographic Legend**  
 Source: 2019 - 2019 LIDAR Collection
- Index Contour
  - Intermediate Contour

- Appraisal Legend**  
 Source: Franklin County Auditor & Engineer
- Parcel IDs
  - Parcel Dimensions
  - Lot Number
  - Site Address
  - Parcel Boundary
  - Subdivision Boundary
  - Condominium Boundary
  - County Boundary
  - City or Village Boundary
  - Tax District Boundary
  - School District Boundary
  - Zip Code Boundary

The data on this map was prepared at 1" = 500' based on the State Plane Local Coordinate System, North American Datum 1983 with 2 seconds horizontal and 3 seconds vertical accuracy. The map is not to be used for any other purpose without the express written consent of the Auditor & Engineer.

0 12.5 25

**MICHAEL STINZIANO**  
 Franklin County Auditor

CONNECT. PROTECT. REVitalize.

**Franklin County Auditor's Office**

**Michael Stinziano**  
 Auditor

Map Produced October 30, 2023

# BAUER, DAVIDSON & MERCHANT, INC.

CONSULTING ENGINEERS

255 GREEN MEADOWS DRIVE SOUTH P.O. BOX 370 POWELL OHIO 43065

## MORTGAGE LOCATION SURVEY

LOT NO. 68

PLAT BOOK 82

PAGES 98; 99

October 27, 1996

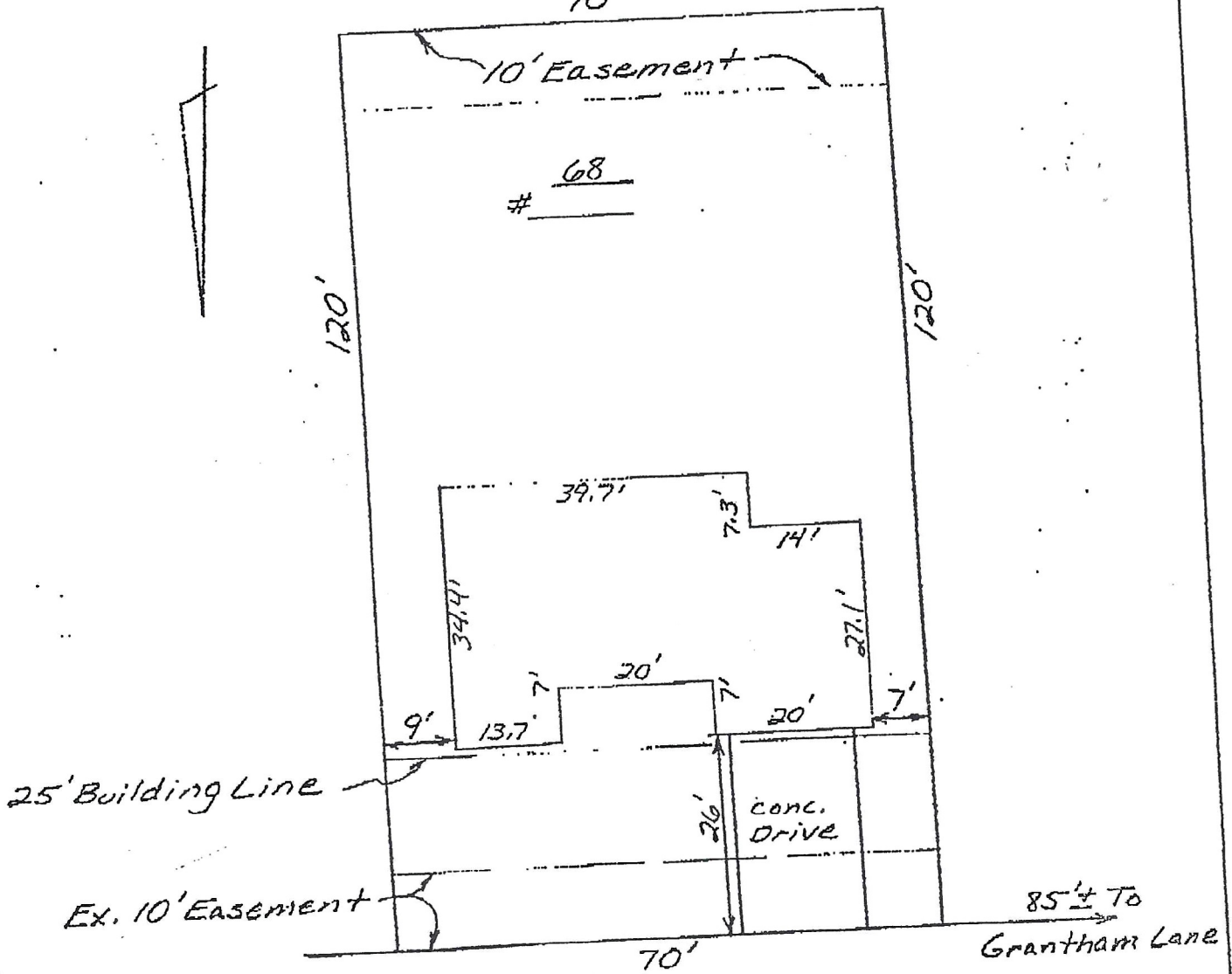
TRINITY PARK SEC. 2 PH. 1

DUBLIN

FRANKLIN COUNTY, OHIO

Scale: 1" = 20'

70'



DALYMOUNT DRIVE 50'

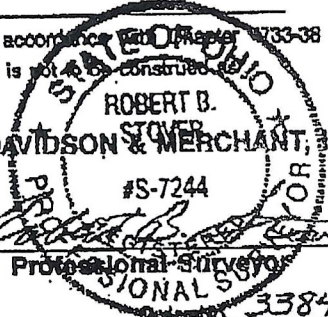


We hereby certify to \_\_\_\_\_ that the foregoing Mortgage Location Survey was prepared from actual field measurements in accordance with Chapter 1733-38 Ohio Administration Code. This plat is prepared for mortgage loan and title insurance purposes only and is not to be construed as having been prepared for the owner for the use of the owner for any purpose.

We have determined that this lot lies within the limits of Flood Zone X as shown on the Flood Insurance Rate Map for Franklin Co., Ohio, Community Panel Number 37049C-01076 Effective Date Aug. 2, 1995

SURV'D	DRAWN	CHECKED
m.m.	s.m.	TBS

BAUER, DAVIDSON & MERCHANT, INC.  
#S-7244  
By Robert B. Stover  
Professional Surveyor  
Order No. 3384-96



Trinity

30283H16

TIME 2 12 P.M. M  
RECORDER FRANKLIN CO., OHIO

*TRINITY PARK*

OCT 17 1995

**DECLARATION OF  
SUBDIVISION RESTRICTIVE COVENANTS**

RICHARD B. METCALF, RECORDER

RECORDER'S FEE 54<sup>00</sup>

The undersigned, (the "Declarant") being the owner of the following described real property .

Situated in the State of Ohio, County of Franklin, City of Dublin: **153155**

Being Lots Numbered Thirty Five (35) through Sixty Nine (69) both inclusive, of Trinity Park Section 2, Phase 1 as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 82, Pages 98 and 99, Recorder's Office, Franklin County, Ohio.

The foregoing is hereinafter referred to as "lot", "lots", "premises", "subdivision" or "Property" and does hereby make, declare, impose and adopt the following covenants, restrictions and limitations upon the uses of the Property and in furtherance of the following purposes:

- (a) the compliance with all zoning and similar governmental regulations;
- (b) the promotion of health, safety and welfare of all present and future owners and residents of the Property;
- (c) the preservation, beautification and maintenance of the Property and the structures therein;
- (d) the preservation and promotion of environmental qualities; and
- (e) the establishment, for the development of the Property, of requirements relating to land use, architectural features and site planning.

These restrictions and covenants are hereby declared to inure to the benefit of the Declarant, its successors and assigns, all utility companies or agencies or instrumentalities of local government providing utility services, and all future owners of any lot and all others claiming under or through them ("Owners").

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

SAME COVENANTS FOR SECTION I + SECTION II PHASE II

PREFERRED TITLE D.T. BOX

CONVEYANCE TAX  
EXEMPT  
*MW*  
JOSEPH W. TESTA

TRANSFER  
NOT NECESSARY  
OCT 17 1995  
JOSEPH W. TESTA  
AUDITOR  
FRANKLIN COUNTY, OHIO



19. Grading and Drainage. Each owner of a lot shall have the duty and obligation to maintain all swales, floodways, structures and the proper lot grade as designed by Declarant and its engineers and as approved by the proper governmental authorities. Further, the lot owner shall not construct or install or allow the construction or installation of any mounds, fences, walls, grading, structures or improvements which would affect the grading of the lot or the master grading and drainage plan of the subdivision without the prior written consent of Declarant. Declarant is given the right to obligate any lot owner to correct any construction upon the lot which has adversely affected the lot grade. Further, if the lot owner fails to correct the lot grade then Declarant, for itself and for the appropriate utility company or governmental entity, reserves the right to go upon any of the lots the subject hereof for the purpose of performing such construction as shall be necessary to correct grades of the lots to improve the subdivision grading. If Declarant or a utility company or governmental entity determines to perform such corrective work then there shall be no obligation for restoring or replacing landscaping or sod as may be damaged as a result of such corrective work.

20. Fencing. Notwithstanding any other provision hereof, no chain link or plastic fencing shall be permitted upon any of the lots within the Subdivision. No fence shall be erected on any lot other than an all wood fence or a split rail fence which may have thin mesh wire backing, until the plans for such fence have been approved by Declarant pursuant to the provisions hereof.

21. Sight-Line Limitations. No fence, wall, hedge, tree or shrub which obstructs sight lines between the heights of two and six feet shall be placed on any corner lot nearer than twenty-five (25) feet from the intersection of the centerlines of two streets or alleys, or so to obstruct the view of traffic approaching the intersection. The same sight-line limitations shall apply to plantings or structures near points where a driveway enters a street.

22. Entry Feature(s). Any entry features, landscaping, or common fencing for the subdivision constructed by or approved by the Declarant shall be exempt from the size, location and use provisions hereof. An easement is hereby reserved in favor of Declarant, its successors and assigns and its agents and contractors over and upon the cross-hatched area identified on Exhibit "A" which is attached hereto and made a part hereof ("Easement Area") to construct, repair, reconstruct, replace and maintain such entry feature(s) ("Easement"). The Easement shall run with the land and shall be binding on all future owners of lots a part of the Easement Area. Without the prior written consent of Declarant no lot owner may construct or install or allow the construction or installation of any fence, wall, or structure within the Easement Area. At the earlier of     N/A    , or such time as written instrument of conveyance is executed by Declarant referencing this Declaration of Subdivision Restrictive Covenants and recorded in the Recorder's Office in the county where the Property is located, the easement rights reserved in this paragraph along with the obligation to repair, reconstruct, replace and maintain such entry feature(s) at the discretion of Declarant shall be conveyed to a homeowner's association (as hereinafter defined) or to the then lot owners upon which such entry feature(s) are located. If such conveyance does not occur, Declarant may, at its option,

30283101



## Summary of Relevant Provisions of Trinity Park Restrictive Covenants

The following is an informational summary of the interpretation of the Trinity Park restrictive covenants. This is to facilitate your understanding of these by-laws. This interpretation does not in any way relate to the application or enforcement of these by laws by the developer.

These restrictions and covenants, etc. are "attached" to the land or your lot. If you move, you pass these on with your lot, to any new owners, whether they agree with them or not.

1. Your lot must be used for a single family home, with a two car garage. It must be at least 1,800 square feet of living space, and 2,000 if a multi-level house. All site plans are subject to approval by the developer/ Homewood Corp. (This probably means that if you were doing something the builder did not like, Homewood would come in and try to stop you. However, the reality is that most lot owners have not submitted plans for improvements or alterations to Homewood.)
2. You cannot use your lot/home for any commercial activity or distilling alcoholic beverages which you will sell. You also cannot do anything on your lot which would create a "nuisance" or "annoyance." These are legal terms, determined on a case by case basis.
3. You cannot erect a temporary or permanent out structure on your property. This includes barns, non-attached garages, shacks, tents, etc. There is an exception for temporary sales and construction trailers. You may not have an above ground pool, except for a hot tub/ sauna which holds up to 8 people.
4. There are interesting restrictions related to your front yard. This would apply in particular to the area between the street and the sidewalk, but also refers to your required building setback. (You should check to see what that area is.) For example, you cannot grow vegetables in this area, nor can you have weeds and unsightly underbrush or growth. Furthermore, you cannot have fences, railing, etc. in the front at all except adjacent to platforms/ steps which cannot be above 3 feet in height. Along those same lines, it is the homeowners responsibility to care for and maintain trees which are planted in front of your lot, including replace the tree if necessary. (Before replacing, check with City of Dublin about this provision.)
5. You may not have any animals on your property except common household pets. Furthermore, you may not erect or keep any kennels or pet structures on your lot. Also you may not excavate dirt from your lot or use your lot as a dumping ground. You may not erect any signs on your property (excludes the entrance features and street signs) except For Sale type signs.
6. You may not abandon cars on or in front of your property for more than 30 days if they are not operable. Any "hobbies" you have which may tend to detract from property values - (campers, bikes, mopeds, boats, etc.) must be kept inside garages and not be viewable from the street or adjoining properties. Boats, trailers, and campers, etc. may not be stored in front

NOTE: THIS SHEET IS A SUMMARY ONLY OF THE FULL SET OF RESTRICTIONS HOMEOWNERS RECEIVED WITH THEIR PURCHASE OF THEIR HOME. IT IS ONLY INTENDED TO SIMPLIFY THE TERMINOLOGY USED ON THE ORIGINAL.



of or on your property unless it is in the garage. You may have occasional, non-recurring temporary parking of a truck, trailer, etc. not to exceed 72 hours within any 30 day period.

7. You may not have any outdoor TV/ radio antennas or satellite dish stations whether they are mounted on your home or sit on the ground. You may not hang your clothes outside to dry.
8. **FENCES:** Fences must be wood or split rail which may include thin mesh backing. No chain link or plastic. Other fence types must be approved. You may not erect any fences, mounds etc. which interfere with the grading or drainage of the subdivision. If this occurs, you can be asked to remove it and if you don't it can be removed for you. Fences, landscaping, etc. cannot obstruct sight lines on corner lots. If you are a corner lot, get further information on your restrictions.